



AGENDA

REGULAR VILLAGE BOARD MEETING

JULY 18, 2023

7:00 PM

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF MINUTES OF JUNE 20, 2023

4. MAYOR & BOARD OF TRUSTEES' REPORT

5. ACCOUNTS PAYABLE WARRANT: JUNE 30, 2023 \$6,343,487.36
JULY 18, 2023 \$ 540,519.56

6. CONSENT AGENDA

- a. Consideration of a request from the Elk Grove Park District to waive permit fees for an electronic message center sign at Mather Park, 1410 Armstrong Lane, in the amount of \$938.

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

(The Director of Community Development recommends approval.)

- b. Consideration to waive the formal bidding process and award a contract to Municipal Captioning Inc. of Garner, NC for the purchase and installation of a digital playback system for EGTV video programming in the amount of \$32,546.50 from the Cable Television Fund.

(EGTV is requesting authorization to waive formal bidding requirements and award a contract for the purchase and installation of a digital playback system for EGTV video programming from Municipal Captioning Inc.

(This system will replace the current 8-year-old playback system which is no longer supported by its manufacturer.

(The new system consolidates playback, video-on-demand, captioning and live streaming

into a single source that can be accessed by staff both in-house and remotely.
(This vendor has a history of working exclusively with local government television stations and can provide a custom playback system that can be integrated with EGTV's current captioning system.
(The quote provided by Municipal Captioning Inc. is below the budgeted estimate in the Cable Television Fund for this purpose.
(The EGTV Multimedia Administrator recommends approval.)

- c. Consideration of a request to award a purchase contract to WS Darley, Inc. of Itasca, IL for the purchase of eight (8) FLIR K-55 thermal imaging cameras in the amount of \$38,792 from the General Fund.

(On Wednesday, June 28, 2023 the Village opened sealed bids for the purchase of thermal imaging cameras for the Fire Department.
(Two (2) vendors submitted bid proposals.
(The lowest responsive and responsible bid was received from WS Darley, Inc. of Itasca, IL.
(Adequate funds are available in the FY2024 Fire Department budget.
(The Acting Fire Chief recommends approval.)

- d. Consideration of a request to award a purchase contract through the National Purchasing Partners (NPP) government purchasing cooperative to Dinges Fire Company of Amboy, IL in the amount of \$79,800 for the purchase of nineteen (19) sets of custom turnout gear from the General Fund.

(The Fire Department budgets annually to purchase custom turnout gear.
(Lion Group, Inc. is a leader in the protective clothing industry and offers a wide variety of custom options.
(Personnel have provided positive feedback for Lion turnout gear.
(Dinges Fire Company of Amboy, IL is a local Lion distributor and holds a joint purchasing contract through National Purchasing Partners (NPP).
(The current price per set reflects a 16.6% increase from the prior year.
(The Fire Department has a good working relationship with Dinges Fire Company.
(Adequate funds are available in the Fire Department General Fund budget.
(The Acting Fire Chief recommends approval.)

- e. Consideration to award a professional services contract to HR Green of McHenry, IL for engineering/bidding services, construction observation and project management services related to the demolition and restoration of property located at 500 E. Higgins Road in an amount not to exceed \$84,588 from the Higgins Corridor Redevelopment Fund.

(HR Green, Inc. submitted a proposal to provide the necessary engineering/bidding, construction observation and project management services for the demolition and site restoration for property located 500 E. Higgins Road.
(HR Green, Inc. has successfully provided consulting services to the Village for the construction management of the two new fire stations, two Public Works facilities, the Beisner Road R.O.W. Storm Sewer Replacement, Higgins Road watermain extension, as well as several other projects.
(Additionally, HR Green has provided similar services in relation to the demolition and

restoration of the former Elk Grove Bowl, former Shell Gas Station, Elk Grove Hotel, Motel 6, Days Inn, 1550 E. Higgins, and 1932 E. Higgins sites.
(The Village Manager recommends approval.)

- f. Consideration to award a construction contract to the lowest responsive and responsible bidder, Husar Abatement, Ltd. of Franklin Park, IL for pre-demolition asbestos and universal waste/hazardous building components abatement at 2300 E. Higgins Road in an amount not to exceed \$92,690.

(On Monday, July 10, 2023 the Village opened sealed bids for the Pre-Demolition Asbestos and Universal Waste/Hazardous Building Components Abatement Project located at 2300 E. Higgins Road.

(Five (5) bids were submitted.

(The lowest responsive and responsible bid was received by Husar Abatement, Ltd., of Franklin Park, IL in the amount of \$92,690.

(Adequate funds are available in the Capital Projects Fund.

(The Director of Community Development recommends approval)

- g. Consideration to award a construction contract to the lowest responsive and responsible bidder, Rezzar Demolition, LLC of Crystal Lake, IL for demolition at 2300 E. Higgins Road in an amount not to exceed \$181,785.

(On Thursday, July 6, 2023 the Village opened sealed bids for the Demolition Project located at 2300 E. Higgins Road.

(Nine (9) contractors obtained bid documents and eight (8) bids were submitted.

(The lowest responsive and responsible bid was received by Rezzar Demolition, LLC of Crystal Lake, IL in the amount of \$181,785.

(Adequate funds are available in the Capital Projects Fund.

(The Director of Community Development recommends approval)

- h. Consideration to award a professional service contract to Engineering Enterprises, Inc. of Sugar Grove, IL, for design and construction engineering services for the Well No. 8 Abandonment and Pumphouse No. 8 Rehabilitation project in the amount of \$189,380 from the Water & Sewer Fund.

(A proposal was solicited from Engineering Enterprises, Inc. (EEI) of Sugar Grove, IL,

for Engineering Services to survey, develop contract plans, specifications, utility

coordination and permitting to rehabilitate Pumphouse No 8. and abandon Well No. 8.

(Well No. 8, located at Pumphouse No.8, is currently out of service due to electrical and pump-related issues. The Village's hydraulic model confirms that Well No. 8 is no longer

needed. Therefore, the Well will be abandoned. Pumphouse No.8 has reached the end of its useful life and has not been rehabilitated since its original construction. The

Pumphouse rehabilitation project will include new electrical service and controls, pumps, piping, and SCADA improvements.

(The Director of Public Works recommends approval.

- i. Consideration of the following items related to the closing of the Fiscal Year 2023 Budget and amendments to the adopted Fiscal Year 2024 Budget:

- Amend the Fiscal Year 2024 Budget for the carryover of outstanding encumbrances and project balances from the Fiscal Year 2023 Budget for a total amount of \$27,227,461;
- Amend the Fiscal Year 2023 Oakton/Higgins Redevelopment Fund budget in the amount of \$350,000 to cover costs associated with the redevelopment of the project area;
- Amend the Fiscal Year 2023 General Fund budget in the amount of \$6,667,000 to cover costs associated with Fire/Police Pension supplemental and personal property replacement tax expenses (\$2.998M), increase in capital replacement payments for Fire (\$169K), and a transfer of funds to support future capital projects (\$3.5M);
- Amend the Fiscal Year 2023 Police Pension Fund budget in the amount of \$200,000 to cover costs associated with pension benefits;
- Amend the Fiscal Year 2023 Cable Television Fund budget in the amount of \$15,000 to cover higher than anticipated operating costs;

(This is the twenty-fourth year that the Village has rolled unfilled purchase orders for goods and services into the new fiscal year budget. The amount of outstanding purchase orders and general carryover requests from the Fiscal Year 2023 Budget totals \$27,227,461.

(The majority of items being carried forward are ongoing or planned capital project costs in the Capital Projects Fund and various redevelopment funds.

(Increasing the budget at this time ensures that the Village's financial operations remain compliant with Illinois budgetary statutes and generally accepted accounting principles.

(The Director of Finance recommends approval.)

- j. Consideration of a request to hold a Public Hearing before the Plan Commission to consider a Petition for Rezoning, Special Use Permit for Planned Development, and Resubdivision to redevelop the site property located at the corner of Arlington Heights Road and Higgins Road in the B-1 and B-3 District into a mixed-use development consisting of residential and commercial properties.

(Wingspan Development Group, LLC is petitioning the Village for a Petition for Rezoning, Special Use Permit, and Subdivision for the property known as Elk Grove Woods Plaza located at the corner of Arlington Heights Road and Higgins Road.

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

- k. Consideration to adopt Ordinance No. 3818 amending the Position Classification and Salary Plan of the Village of Elk Grove Village (Management/Senior Analyst, Assistant to Police Chief and Police Services Administrator-Police Department).

(This Ordinance adds one Police Services Administrator and removes one Management Analyst/Senior Management Analyst and one Assistant to the Police Chief.

(The Director of Human Resources recommends approval.)

- l. Consideration to adopt Ordinance No. 3819 amending the administrative procedure for the Village of Elk Grove Village to determine eligibility under the Public Safety Employee Benefits Act.

(This ordinance amends Ordinance No. 3753, which developed a process for seeking post-employment benefits under the Public Safety Employee Benefits Act.

(Amendments included adjustments to various timelines and deadlines to submit paperwork, as well as some minor clarification to language.

(This policy is consistent with State law and does not include any changes to the applicable health insurance benefits.)

- m. Consideration to adopt Ordinance No. 3820 designating the representative to the Northwest Suburban Municipal Joint Action Water Agency (JAWA) for the Village of Elk Grove Village.

(This Ordinance designates and appoints Craig B. Johnson as Director of the Agency and Stephen F. Schmidt as its Alternate Director for a two-year term expiring on April 30, 2025.)

- n. Consideration to adopt Ordinance No. 3821 approving a Plat of Resubdivision identified as 2001 Lunt Resubdivision and granting variations of the zoning ordinance pertaining to building height, the number of loading spaces, fence height, and the number of buildings on a zoned lot on property located at 1905 and 2001 Lunt Avenue (EQUINIX).

(Village staff recommends approval of the Plat of Resubdivision, which would consolidate two (2) existing lots at 1905 & 2001 Lunt Avenue into one (1) lot for the purpose of redeveloping the site and connecting the two facilities.

(The recommendation of the Zoning Board of Appeals to grant the variations of the Zoning Ordinance was discussed at the June 13, 2023 Village Board Meeting and currently appears under Unfinished Business.)

- o. Consideration to adopt the following Ordinances and Resolutions pertaining to the annexation of IL-720 Rohlwing Road, LLC.

- A Resolution No. 31-23 authorizing the Mayor and Village Clerk to execute a Pre-Annexation Agreement between the Village of Elk Grove Village and the designated owners of property to be annexed to the Village (IL-720 Rohlwing Road, LLC).
- An Ordinance No. 3822 Annexing, Rezoning and Granting a Special Use Permit for a Planned Development for property located at 720 Rohlwing Road, Elk Grove Village (IL-720 Rohlwing Road, LLC).
- A Resolution No. 32-23 approving the Plat of Resubdivision identified as Final Plat of Resubdivision of Nexstar (IL-720 Rohlwing Road, LLC)

(A public hearing was held at 6:45 p.m. on July 18, 2023 to consider a pre-annexation agreement prior to the 7:00 p.m. Village Board meeting to discuss the passage of an ordinance authorizing the annexation to the Village of Elk Grove Village, Illinois, of certain wholly bounded territory that is contiguous to the Village of Elk Grove Village and not within the corporate limits of any municipality.

(After the property is annexed into the Village, the property at 720 Rohlwing Road will automatically be zoned O-T (Office Transitional District).

- p. Consideration to adopt Resolution No. 33-23 amending Resolution No. 21-15 and

authorizing the Mayor and Village Clerk to execute a First Amendment to the Ground and Water Tower Lease Agreement between the Village of Elk Grove Village and Chicago SMSA Limited Partnership (d/b/a Verizon Wireless).

(This amendment covers the changes necessary to relocate Verizon's wireless communications equipment from the soon-to-be-decommissioned Pratt Water Tower to a new monopole under construction at 2035 Tonne Road.(This amendment updates the description of the property location, easements, site plan, and legal description of the leased area to correspond to the new tower location, and provides for cost reimbursement for the relocation.(All other terms and conditions of the Lease Agreement remain intact. (The Deputy Village Manager recommends approval.)

- q. Consideration to adopt Resolution No. 34-23 authorizing the Mayor and Village Clerk to execute an amended Memorandum of Agreement between the Village of Elk Grove Village Police Department and Rosecrance Health Network (Elk Grove CARES treatment agreement).

(The Elk Grove Village Police Department serves as a conduit between addicted individuals and treatment providers to begin addiction recovery.

(As part of Elk Grove Village Cares 6 point strategy to address the opioid epidemic, the Elk Grove Village Police Department has identified Rosecrance Health Network as a treatment provider.

(The Attached Memorandum of Agreement between the Elk Grove Village Police Department and Rosecrance Health Network outlines the responsibilities of each party regarding the addiction recovery process.

(The Deputy Chief of Police recommends approval.)

- r. Consideration to adopt Resolution No. 35-23 approving and authorizing the appointment of a Director and Alternate Directors to the Solid Waste Agency of Northern Cook County, a Municipal Joint Action Agency for the Village of Elk Grove Village.

(This Resolution designates Craig B. Johnson as the Director on the Board of Directors of the Agency; and appoints Jeffrey C. Franke and Matthew J. Roan as Alternate Directors, for a two-year term expiring April 30, 2025 or until his or her successor is appointed.)

- s. Consideration to adopt Resolution No. 36-23 designating a Director and Alternate Directors to the Northwest Municipal Conference for the Village of Elk Grove Village.

(This Resolution designates and appoints Craig B. Johnson as Director to the Northwest Municipal Conference; and Matthew J. Roan, Maggie A. Jablonski and Caroline N. Gabiga as Alternate Directors to the Northwest Municipal Conference.)

- t. Consideration to adopt Resolution No. 37-23 authorizing Release/Retention of Executive Session minutes of the Village of Elk Grove Village from July 2021 through December 2021.

(As required by the Illinois Open Meetings Act, the Village has kept written minutes of all Executive Sessions.

(This Resolution allows the release of minutes from July 2021 through December 2021.

(The Village Clerk recommends approval.)

- u. Consideration to adopt Resolution No. 38-23 authorizing the Mayor and Village Clerk to

execute a first amendment to the redevelopment agreement between the Village of Elk Grove Village CG 800 Higgins LLC, and C.G.C.G., Inc.

(The Village entered into a redevelopment agreement with CG 800 Higgins LLC, and C.G.C.G., Inc. in August of 2022 to provide for the renovation of the former Sweet Baby Ray's property at 800 E. Higgins Road and its future operation as the Rose Garden Cafe restaurant.

(This amendment details the process by and conditions under which the property at 800 E. Higgins Road will be conveyed to the developer.)

7. REGULAR AGENDA

8. PLAN COMMISSION - Village Manager Roan

- a. PC Docket 23-6 - Consideration of a petition submitted by 3J Auto Body seeking a Special Use Permit for the operation of an automobile repair shop in an I-1 Industrial Zoning District at 670 Lunt Avenue. (PH 07-17-23)
- b. 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 to be determined.)
- c. Consideration of a petition for a Special Use Permit to operate an indoor recreational facility for the purpose of operating a martial arts studio in a portion of the building at 1651 Lively Boulevard in the I-2 Industrial District. (Public Hearing date to be determined.)
- d. Consideration of a Petition for Annexation and Petition for Subdivision of properties at 700-905 Roppolo Drive, 802-901 Richard Lane, 2110 Landmeier Road, and 701-913 Dierking Terrace, as well as a Petition for Special Use to operate an electric substation on the proposed lot 4, along with associated variations. (Public Hearing date to be determined.)

9. ZONING BOARD OF APPEALS - Village Manager Roan

10. RECYCLING & WASTE COMMITTEE - Trustee Franke

- a. Sustainability Plan

11. JUDICIARY, PLANNING AND ZONING COMMITTEE - Trustee Prochno

12. CAPITAL IMPROVEMENTS COMMITTEE - Trustee Schmidt

13. CABLE TELEVISION COMMITTEE - Trustee Jarosch

14. YOUTH COMMITTEE - Trustee Bush

15. INFORMATION COMMITTEE - Trustee Miller

16. BUSINESS LEADERS FORUMS - Trustee Schmidt

17. HEALTH & COMMUNITY SERVICES - Trustee Prochno

18. PERSONNEL COMMITTEE - Trustee Schmidt

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

- a. Village Attorney - Direct the Village Attorney to prepare the necessary documents for the annexation, rezoning, and special use permit to construct two new radio towers, construct three data center structures, an ancillary electrical substation; and construct pickle ball courts, which will be operated for public use by the Elk Grove Park District at 720 Rohlwing Road.

- b. Village Attorney - Direct the Village Attorney to prepare the necessary documents for variations of the Zoning Ordinance pertaining to building height, the number of loading spaces, fence heights, and the number of buildings on a zoned lot on property located at 1905 & 2001 Lunt Avenue.

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 AMENDING THE POSITION CLASSIFICATION AND SALARY PLAN OF THE VILLAGE OF ELK GROVE VILLAGE (MANAGEMENT/SENIOR ANALYST, ASSISTANT TO POLICE CHIEF, AND POLICE SERVICES ADMINISTRATOR-POLICE DEPARTMENT)

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

Section 1: That the Position Classification and Salary Plan of the Village of Elk Grove Village be and the same is hereby amended to read as follows:

Permanent Authorized Positions

<u>Police Department</u>	<u>Current</u>	<u>*Delete Full-Time</u>	<u>Add Full-Time</u>	<u>Total July 10, 2023</u>
Management Analyst/ Sr. Management Analyst	1	1	0	0
Assistant to Police Chief	1	1	0	0
Police Services Administrator	0	0	1	1

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

VOTE: AYES: _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of _____ 2023

APPROVED this _____ day of _____ 2023

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

**VILLAGE OF ELK GROVE VILLAGE
 AUTHORIZED POSITION LIST
 July 18, 2023**

DEPARTMENT POSITION	AUTHORIZED STATUS		CHANGE	
	May 1, 2023		July 10, 2023	
	FULL TIME	PART TIME	FULL TIME	PART TIME
<u>POLICE DEPARTMENT</u>				
Police Chief	1	0	1	0
Deputy Chief	2	0	2	0
Commander	4	0	4	0
Sergeant	13	0	13	0
Police Officer	70	0	70	0
Social Services Supervisor	1	0	1	0
Records Supervisor	1	0	1	0
Assistant to the Police Chief	1	0	0	0
Clerk/Receptionist	0	2	0	2
Senior Clerk	1	0	1	0
Administrative Specialist	1	0	1	0
Crossing Guards	0	12	0	12
Public Service Officer	5	0	5	0
Police Records Technician	6	1	6	1
Management Analyst/Senior Management Analyst	1	0	0	0
Property Room Assistant/Court Liaison	0	2	0	2
Police Records Assistant	1	0	1	0
Social Worker	1	0	1	0
Police Services Administrator	0	0	1	0
sub-total	109	17	108	17

**VILLAGE OF ELK GROVE VILLAGE
 AUTHORIZED POSITION LIST
 July 18, 2023**

DEPARTMENT POSITION	AUTHORIZED STATUS		CHANGE	
	May 1, 2023		June 10, 2023	
	Full Time	PART TIME	Full Time	PART TIME
ORGANIZATION TOTAL				
VILLAGE MAYOR	1	7	1	7
VILLAGE MANAGER	19	2	19	2
VILLAGE CLERK	2	0	2	0
FIRE DEPARTMENT	95	2	95	2
POLICE DEPARTMENT	109	17	108	17
COMMUNITY DEVELOPMENT	18	4	18	4
FINANCE	16	1	16	1
PUBLIC WORKS CORPORATE	38	22	38	22
PW WATER/SEWER	23	1	23	1
PW BUSINESS LEADERS FORUM	3	0	3	0
TOTAL	324	56	323	56

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING THE ADMINISTRATIVE PROCEDURE FOR THE VILLAGE OF ELK GROVE VILLAGE TO DETERMINE ELIGIBILITY UNDER THE PUBLIC SAFETY EMPLOYEE BENEFITS ACT

WHEREAS, the Public Safety Employee Benefits Act (PSEBA), (the Act), was enacted in November 1997 to provide free health insurance benefits to the full-time police officers, and firefighters who are killed or catastrophically injured in the line of duty; and

WHEREAS, it has been determined by the Village Mayor and Board of Trustees that it is in the best interest of the Village and public safety employees to establish administrative procedures to determine eligibility under the Act by creating a PSEBA application and hearing process; and

WHEREAS, the Village of Elk Grove Village is a home rule municipality and pursuant to the Illinois Constitution, Article VII, Section 6, has certain powers which it is exercising.

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

Section 1: Purpose.

A. The purpose of this chapter is to provide a fair and efficient method of determining the eligibility of full-time Village of Elk Grove Village police officers and/or firefighters to the benefits enumerated under the Public Safety Employee Benefits Act, 820 ILCS 320/1 *et seq.* (“PSEBA”) through an administrative process, including if necessary, an administrative hearing. All benefits provided employees pursuant to PSEBA must be consistent with the PSEBA. Individuals eligible for benefits under the PSEBA will be eligible for benefits under this ordinance (hereinafter referred to as “Applicants”).

B. The Administrative procedure established herein is intended to determine eligibility to receive, certain health insurance benefits from the Village. This administrative procedure is not a contract that bestows a benefit or entitlement on any particular individual, and may be modified by the Village at any time without notice.

C. Any full-time police officer or firefighter, who after November 14, 1997, suffers a catastrophic injury in the line of duty, may apply for health insurance benefits under the Act as set forth below. The same benefits may be extended to the spouse and eligible dependent children of the catastrophically injured police officer or firefighter killed in the line of duty, provided the conditions as established by the Act are met. Any individual currently receiving PSEBA health insurance benefits shall not be required to reapply for said benefits.

Section 2: Application Procedure.

A. *Application Required.* To seek benefits under the Act, a full-time police officer or firefighter, or in the event of the death or incapacity of the police officer or firefighter, a family member of the injured or deceased police officer or firefighter, must file with the Office of Human Resources a fully completed PSEBA application, in writing, within sixty (60) calendar days of the granting of a line-of-duty disability pension, or within thirty (30) calendar days of the date of the adoption of this Ordinance in the event that the employee has filed a pension claim prior to the date of adoption of this ordinance,

whichever is later. An employee whose PSEBA application is denied based on receiving health insurance benefits from another source, shall submit a PSEBA application within ninety (90) days of the termination of eligibility for continued health insurance benefits from another source.

The Village's PSEBA Application must be completed and submitted with all of the supporting documentation filed with the pension board by the Applicant. Applicant must also submit any other documents or information submitted or identified as exhibits at the pension hearing, and any pension board determination or ruling, documents/information supporting the PSEBA eligibility requirements. Failure to timely file the fully completed application along with submittal of other required information shall result in a forfeiture of the benefits under PSEBA.

Upon request, the Human Resources Director, or their designee, shall furnish a Public Safety Employee Benefit Act application to the Applicant.

B. *Sworn Statement Required.* The PSEBA application shall include a sworn and notarized statement explaining how the disabling injury or death directly resulted from:

- (1) Response to fresh pursuit;
- (2) Response to what is reasonably believed to be an emergency;
- (3) Response to an unlawful act perpetrated by another; or
- (4) A Participation during the investigation of a criminal act.

C. *Medical Release Required.* A signed PSEBA medical release authorizing the collection of medical information related to the incident including, but not limited to, the disability pension proceedings, worker's compensation records and medical records, must be submitted with the PSEBA application. The PSEBA medical information release must specify the name, address, email and phone information for pertinent health care provider(s) and hospital(s), along with employee's signature and a witness signature. A review of the PSEBA application will not occur until the PSEBA medical authorization release is submitted.

D. *General Information Release Required.* A signed PSEBA general information release authorizing the collection of general information related to the incident, including, but not limited to disability pension proceedings, worker's compensation records and medical records, must be submitted with the application. The PSEBA general information release must specify the name and signature of the employee along with the name and signature of a witness authorizing the collection of information pertinent to the incident review process. A review of the PSEBA application will not occur until the PSEBA general information release is submitted.

E. *Other Information.* The Human Resources Director may require other information necessary to decide as to whether an administrative hearing is required, including, but not limited to health insurance benefits the employee is currently receiving or is eligible to receive; or, any other health insurance benefits the Applicant or family members are otherwise entitled. The Applicant has an ongoing obligation to update information provided. Failure to do so may result in the denial of benefits.

Section 3: Application Review by the Human Resources Director and Notification.

A. Upon receipt of a fully completed application for PSEBA benefits timely filed, the Human Resources Director shall review the application and supporting documents to make an initial determination regarding the application for benefits. That determination may be:

- (1) A determination to grant benefits based upon the preliminary record.
- (2) A determination to deny benefits.
- (3) The making of such other finding as is consistent with the evidence or by agreement of the Applicant and the Village.

B. If the Human Resources Director grants the benefit based on the preliminary record and subject to any necessary authorization by the Village Board, the Applicant will be notified and required to make further contact with the Human Resources Director within thirty (30) calendar days for benefit explanation and processing.

C. If the Human Resources Director denies the benefit based on the preliminary record, the Applicant will receive written notice of such denial and the Applicant shall have the right to request an administrative hearing which must be served in writing to the Human Resources Director not later than sixty (60) calendar days after being served with written notice of the denial. Upon receipt of a timely notice from the Applicant, the Human Resources Director shall schedule an administrative hearing and serve the Applicant with notice of the administrative hearing along with a date for the scheduled administrative hearing.

D. Failure to request an administrative hearing within sixty (60) calendar days after being served with written notice of the denial of PSEBA benefits by the Human Resources Director shall result in the forfeiture of benefits under the PSEBA.

E. If the Applicant or Village, upon receiving written notice of the administrative hearing date, cannot attend said date as indicated in the notice of administrative hearing, the Applicant or the Village, as the case may be, must contact the Hearing Officer within fourteen (14) calendar days after being served with notice of the administrative hearing, communicating alternative hearing date(s) which are within close proximity of the original hearing date indicated by the Hearing Officer. Continuances will be granted for good cause only. Failure to appear and/or cooperate in the hearing process may result in denial of benefits.

Section 4: Administrative Hearing/Hearing Officer.

A. *Power of the Hearing Officer.* The Hearing Officer shall have all of the powers granted to him under common law relative to the conduct of an administrative hearing including the power to:

- (1) preside over all Village hearings involving PSEBA;
- (2) administer oaths;
- (3) hear testimony taken under oath and affirmation and accept evidence that is relevant to the issue of eligibility under PSEBA;
- (4) issue subpoenas to secure attendance of witnesses and the production of relevant papers or documents upon the request of the parties or their representatives;
- (5) rule upon objections in the admissibility of evidence and other motions;
- (6) preserve and authenticate the record of the hearing and all exhibits in evidence introduced at the hearing;
- (7) issue a determination based on the evidence presented at the hearing, after entertaining arguments in either oral or written format, at the discretion of the Hearing Officer, the determination of which shall be in writing and shall include a written finding of fact, decision and order.

B. *Appointment of Hearing officer.* The Village Manager is hereby authorized to appoint a third party neutral to hold the position of a Hearing Officer for any hearing that shall be scheduled by the Village. In making said selection, the Village Manager shall consider all pertinent information including, at a minimum:

- (1) the candidate's ability to competently perform the services; and
- (2) the candidate's service record and performance data made available to the Village Manager on file with the Village or otherwise obtained by the Village.
- (3) the candidate must be an attorney licensed to practice law in the State of Illinois for at least ten years prior to appointment and have knowledge of and experience in employment and labor law, general civil procedure, the rules of evidence, and administrative practice.

Section 5: Administrative Hearing.

A. An administrative hearing shall be held to adjudicate and determine whether the Applicant is eligible for benefits under PSEBA. If the Applicant is found eligible, the benefits shall be consistent with the Act.

- (1) *Time and date.* Hearings shall be held on the date, time and place as established by the Hearing Officer with appropriate notice served upon the Applicant.
- (2) *Record.* The proceedings shall be recorded by a certified court reporter and a transcript of all proceedings shall be made by said certified court reporter. The cost of the court reporter and transcripts shall be borne by the Village.
- (3) *Procedures.* The Village and the Applicant shall be entitled to representation by counsel at said hearing and may present witnesses, may present testimony and documents, may cross-examine opposing witnesses, and may request the issuance of subpoenas to compel the appearance of relevant witnesses or the production of relevant documents. Each party shall bear the costs of its own counsel and witnesses.
- (4) *Evidence.* In so far as is practical, the rules of evidence as set forth in the Illinois Code of Evidence shall apply.
- (5) *Final determination.* The determination by the Hearing Officer of whether the Applicant is eligible for the benefits under the Public Safety Employee Benefits Act (820 ILCS 320/1 et seq.) shall constitute a final administrative determination for the purpose of judicial review.
- (6) *Burden of proof.* At any administrative hearing, the Applicant shall have the obligation and burden of proof to establish that the Applicant is qualified to receive the benefits by clear and convincing evidence.
- (7) *Administrative records.* All records pertaining to the administrative process will be held in a separate file in the Applicant's name maintained by the Village.

Section 6: Health Insurance Benefits.

A. If the Human Resources Director or Hearing Officer awards PSEBA benefits, the employee will remain on the health insurance plan the employee and/or their family was enrolled in prior to the date of the injury.

Section 7: Other Health Insurance Benefits.

A. Health insurance benefits payable from any other source will reduce the benefits payable from the Village. Each Applicant will be required to sign an affidavit attesting to the fact that he/she is not eligible for insurance benefits from any other source.

B. It is the responsibility of the Applicant and/or the benefit recipient to notify the Village within 30 days of any changes to other sources of health insurance benefits. Receipt of benefits in violation of this provision will require reimbursement to the Village of any benefits received. The Village reserves the right on an annual basis to have the Applicant and/or the benefit recipient provide another affidavit affirming whether other health insurance is available or payable to the Applicant, his/her spouse and/or his/her qualifying dependent children.

The Applicant is also required to notify the Village when the Applicant and/or benefit recipient becomes Medicare eligible so the Village can assist with the transition to Medicare coverage and/or adjust health insurance benefits accordingly.

Section 8: If any provision of this Ordinance is subsequently declared by State or Federal legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect.

Section 9: This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

VOTE: AYES: _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of _____ 2023

APPROVED this _____ day of _____ 2023

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

PUBLISHED in pamphlet form this _____ day of _____ 2023.

ORDINANCE NO. _____

AN ORDINANCE DESIGNATING A DIRECTOR AND ALTERNATE DIRECTOR TO THE NORTHWEST SUBURBAN MUNICIPAL JOINT ACTION WATER AGENCY FOR THE VILLAGE OF ELK GROVE VILLAGE (JAWA)

WHEREAS, the Mayor and Board of Trustees of the Village of Elk Grove Village has passed Ordinance No. 1434, which Ordinance approved the Northwest Suburban Municipal Joint Action Water Agency Agreement; and

WHEREAS, Section 9 of the Joint Action Water Agency Agreement and Articles II and III of the By-Laws to said Agency require the members to designate and appoint both a representative and alternate representative of the Village to the Board of Directors of the Joint Action Water Agency and the Executive Committee.

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

Section 1: That the Mayor and Board of Trustees of the Village of Elk Grove Village hereby designates and appoints Craig B. Johnson, as its Director on the Board of Directors of the Agency and Stephen F. Schmidt its Alternate Director, for a two-year term beginning May 1, 2023 and expiring April 30, 2025.

Section 2: That the Village Manager is hereby appointed as the Village representative to the Executive Committee, and the Director of Public Works, as the alternate representative of the Northwest Suburban Municipal Joint Action Water Agency.

Section 3: That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form in the manner provided by law.

VOTE: AYES: _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of _____ 2023

APPROVED this _____ day of _____ 2023

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

PUBLISHED this _____ day of _____ 2023 in pamphlet form.

ORDINANCE NO. _____

AN ORDINANCE APPROVING A PLAT OF RESUBDIVISION IDENTIFIED AS 2001 LUNT RESUBDIVISION AND GRANTING VARIATIONS OF THE ZONING ORDINANCE PERTAINING TO BUILDING HEIGHT, THE NUMBER OF LOADING SPACES, FENCE HEIGHT, AND THE NUMBER OF BUILDINGS ON A ZONED LOT ON PROPERTY LOCATED AT 1905 AND 2001 LUNT AVENUE (EQUINIX)

WHEREAS, the owner of properties located at 1905 and 2001 Lunt Avenue is requesting the Village to resubdivide those lots into one consolidated lot; and

WHEREAS, as a result of the subdivision and other factors with respect to the development of the resubdivided lot, it was determined that several variations of the Zoning Ordinance would be necessary; and

WHEREAS, the Zoning Board of Appeals, at a Public Hearing duly called and held according to law, considered the question of granting certain variations of the Zoning Ordinance pertaining to building height, the number of loading spaces, fence height and the number of buildings on a zoned lot for property located at 1905 and 2001 Lunt Avenue; and

WHEREAS, The Mayor and Board of Trustees, after having considered the recommendation of said Zoning Board of Appeals, find and believe that sufficient hardship exists for the granting of the requested variations for property located at 1905 and 2001 Lunt Avenue.

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

Section 1: That approval is hereby given the Plat of Resubdivision identified as 2001 Lunt Resubdivision, identified as Part of Lot 17 in Centex Industrial Park Unit 3 Falling within the Subdivision of the Estates of Henry Landmeier of Parts of Sections 26 and 35, Township 41 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois, a copy of which is attached hereto and made a part hereof as if fully set forth.

Section 2: That the 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 DuPage County, Illinois.

Section 4: That pursuant to the Public Hearing the Village hereby grants the following variations of the Zoning Ordinance to Equinix for property located at 1905 and 2001 Lunt Avenue:

- a. A variation of Section 3-6 (B) of the Zoning Ordinance to permit two principal structures on one lot.
- b. A variation of Section 7-1 of the Zoning Ordinance to permit a building height of sixty-four (64') feet.

- c. A variation of Section 4-4-1 of the Zoning Ordinance to decrease the number of loading spaces from five (5) to three (3).
- d. A variation of Section 7E-9 (A) to permit the installation of an eight (8') foot high security fence.

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

VOTE: AYES: _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of _____ 2023

APPROVED this _____ day of _____ 2023

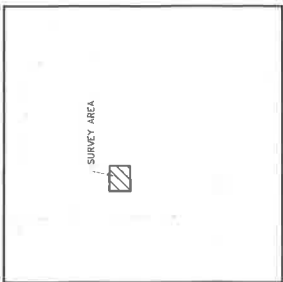
APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

LOCATION MAP

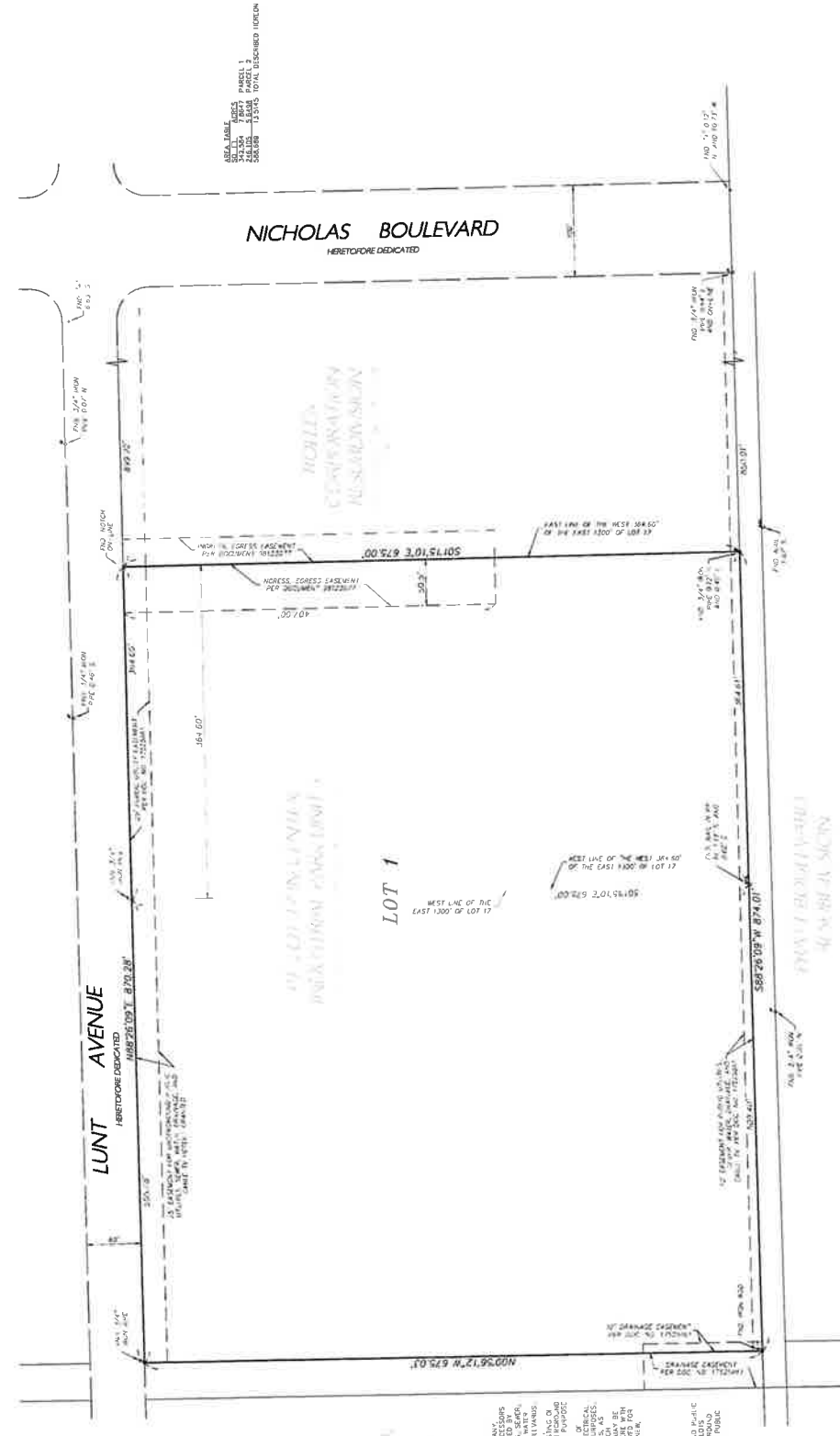


2001 LUNT RESUBDIVISION

OF
PART OF LOT 17 IN CHUTE INDUSTRIAL PARK UNIT 3 FALLING WITHIN THE SUBDIVISION OF THE
FIRST PART OF 1/4 SECTION 28 AND 30, TOWNSHIP 41 NORTH, RANGE 11
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS



AREA LABEL
SHEET 1
PARCEL 1
SUBDIVISION
RECORD NO. 145891
EFFECTIVE DATE 10/24/01



SURVEYOR'S NOTES

1. ALL MEASUREMENTS MADE WITH BEST AVAILABLE INSTRUMENTS.
2. DIMENSIONS ON THIS PLAN ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF, UNLESS OTHERWISE NOTED.

EASEMENT PROVISIONS

THE SURVEYOR HAS BEEN ADVISED BY THE RECORDING OFFICIAL OF COOK COUNTY, ILLINOIS THAT THE DEEDS TO LOTS 17 AND 18 OF THE EAST 1/4 SECTION 28 AND 30, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, CONTAIN EASEMENT PROVISIONS WHICH ARE SET FORTH IN THE DEEDS TO SAID LOTS AND WHICH ARE INCORPORATED BY REFERENCE INTO THIS SURVEY. THE SURVEYOR HAS BEEN ADVISED THAT SAID DEEDS TO SAID LOTS CONTAIN EASEMENT PROVISIONS WHICH ARE SET FORTH IN THE DEEDS TO SAID LOTS AND WHICH ARE INCORPORATED BY REFERENCE INTO THIS SURVEY. THE SURVEYOR HAS BEEN ADVISED THAT SAID DEEDS TO SAID LOTS CONTAIN EASEMENT PROVISIONS WHICH ARE SET FORTH IN THE DEEDS TO SAID LOTS AND WHICH ARE INCORPORATED BY REFERENCE INTO THIS SURVEY.

EASEMENT PROVISIONS

ALL EASEMENTS SHOWN ON AND GRANTED TO THE
1/4 SECTION 28 AND 30, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AND TO THE
1/4 SECTION 28 AND 30, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ARE SET FORTH IN THE DEEDS TO SAID LOTS AND WHICH ARE INCORPORATED BY REFERENCE INTO THIS SURVEY. THE SURVEYOR HAS BEEN ADVISED THAT SAID DEEDS TO SAID LOTS CONTAIN EASEMENT PROVISIONS WHICH ARE SET FORTH IN THE DEEDS TO SAID LOTS AND WHICH ARE INCORPORATED BY REFERENCE INTO THIS SURVEY.

ABBREVIATIONS

- SURVEYOR
- DEED
- SECTION
- TOWNSHIP
- RANGE
- 100.00 HORIZONTAL DISTANCE
- 100.00 VERTICAL DISTANCE
- 100.00 DIAGONAL DISTANCE
- 100.00 AREA
- 100.00 PERCENTAGE
- 100.00 BEARING
- 100.00 COURSE
- 100.00 BEARING AND DISTANCE
- 100.00 BEARING AND DISTANCE AND COURSE
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- 100.00 BEARING AND DISTANCE AND COURSE AND BEARING AND DISTANCE

CHA GEMAL HAMILTON ASSOCIATES, INC.
614 Kemmerle Drive • Vernon Hills, IL 60061
TEL 847.478.9700 • FAX 847.478.9701

FILE #202 (S. 12-14)	CHA PROJECT #	SHEET NUMBER
DRAWN BY: WMH	4903 EDS	1
DATE: 07/23/04		
CHECKED BY: JPL	SCALE: 1" = 60'	OF 2 SHEETS
DATE: 07/23/04		
NO. BY: DATE:	NO. BY: DATE:	

2001 LUNT RESUBDIVISION OF

PART OF LOT 14, N. WILHELM INDUSTRIAL PARK UNIT 2, S. JAILING WITHIN THE SUBDIVISION OF THE EAST OF THE THIRD PRINCIPAL MERIDIAN, N. COOK COUNTY, ILLINOIS.

COURT CLERK CERTIFICATE

STATE OF ILLINOIS
COUNTY OF COOK

I, COURT CLERK OF COOK COUNTY, ILLINOIS DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED PROPERTY IS NOT SUBJECT TO ANY LIENS, ENCUMBRANCES, EASEMENTS, RIGHTS OF WAY, OR OTHER INTERESTS, AND THAT THE SAME IS AVAILABLE FOR THE PURPOSES SET FORTH IN THE INSTRUMENT REFERRED TO ABOVE.

DATE OF CERTIFICATE: 04/23/2003

REGISTRAR'S CERTIFICATE

STATE OF ILLINOIS
COUNTY OF COOK

I, REGISTRAR OF COOK COUNTY, ILLINOIS DO HEREBY CERTIFY THAT THE INSTRUMENT REFERRED TO ABOVE IS A VALID INSTRUMENT AND IS CORRECTLY RECORDED IN THE PUBLIC RECORDS OF COOK COUNTY, ILLINOIS.

DATE OF RECORDING: 04/23/2003

SECTION OF TOILES

SUBJECT MATTER STATEMENT

STATE OF ILLINOIS
COUNTY OF COOK

I, COURT CLERK OF COOK COUNTY, ILLINOIS DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED PROPERTY IS NOT SUBJECT TO ANY LIENS, ENCUMBRANCES, EASEMENTS, RIGHTS OF WAY, OR OTHER INTERESTS, AND THAT THE SAME IS AVAILABLE FOR THE PURPOSES SET FORTH IN THE INSTRUMENT REFERRED TO ABOVE.

DATE OF CERTIFICATE: 04/23/2003

LANDS REGISTERED PROFESSIONAL ENGINEER NO. 0883-00016

OWNER OR ATTORNEY

OWNER CERTIFICATE AND RECORDS STATEMENT

STATE OF ILLINOIS
COUNTY OF COOK

I, THE UNDERSIGNED, THE OWNER OF THE PROPERTY DESCRIBED ABOVE, DO HEREBY CERTIFY THAT THE SAME IS AVAILABLE FOR THE PURPOSES SET FORTH IN THE INSTRUMENT REFERRED TO ABOVE.

DATE OF CERTIFICATE: 04/23/2003

NOTARY PUBLIC

STATE OF ILLINOIS
COUNTY OF COOK

I, NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE OF ILLINOIS, DO HEREBY CERTIFY THAT THE INSTRUMENT REFERRED TO ABOVE IS A VALID INSTRUMENT AND IS CORRECTLY RECORDED IN THE PUBLIC RECORDS OF COOK COUNTY, ILLINOIS.

DATE OF RECORDING: 04/23/2003

NOTARY CERTIFICATE

STATE OF ILLINOIS
COUNTY OF COOK

I, NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE OF ILLINOIS, DO HEREBY CERTIFY THAT THE INSTRUMENT REFERRED TO ABOVE IS A VALID INSTRUMENT AND IS CORRECTLY RECORDED IN THE PUBLIC RECORDS OF COOK COUNTY, ILLINOIS.

DATE OF CERTIFICATE: 04/23/2003

VALID POWER OF ATTORNEY CERTIFICATE

COUNTY OF COOK & ILLINOIS

I, THE UNDERSIGNED, THE OWNER OF THE PROPERTY DESCRIBED ABOVE, DO HEREBY CERTIFY THAT THE INSTRUMENT REFERRED TO ABOVE IS A VALID INSTRUMENT AND IS CORRECTLY RECORDED IN THE PUBLIC RECORDS OF COOK COUNTY, ILLINOIS.

DATE OF CERTIFICATE: 04/23/2003

SUBJECTS CERTIFICATE

STATE OF ILLINOIS
COUNTY OF COOK

I, THE UNDERSIGNED, THE SUBJECTS OF THE PROPERTY DESCRIBED ABOVE, DO HEREBY CERTIFY THAT THE SAME IS AVAILABLE FOR THE PURPOSES SET FORTH IN THE INSTRUMENT REFERRED TO ABOVE.

DATE OF CERTIFICATE: 04/23/2003

RECORDS STATEMENT

STATE OF ILLINOIS
COUNTY OF COOK

I, REGISTRAR OF COOK COUNTY, ILLINOIS DO HEREBY CERTIFY THAT THE INSTRUMENT REFERRED TO ABOVE IS A VALID INSTRUMENT AND IS CORRECTLY RECORDED IN THE PUBLIC RECORDS OF COOK COUNTY, ILLINOIS.

DATE OF RECORDING: 04/23/2003

LANDS REGISTERED PROFESSIONAL ENGINEER NO. 0883-00016

OWNER OR ATTORNEY

GHA GEWALT HAMILTON ASSOCIATES, INC.
625 Forest Edge Drive - Vernon Hills, IL 60061
TEL 847.478.9700 - FAX 847.478.9701

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NO. OF SHEETS
DATE: 02/23/2003
SCALE: 11/8
SHEET NUMBER: 2 OF 2

FILED IN
DRAWING: 11011
DATE: 07/23/2003
CHECKED BY: JF
DATE: 02/23/2003



MARK M. HAMILTON
REGISTERED PROFESSIONAL ENGINEER
NO. 0883-00016
STATE OF ILLINOIS

DATE: 04/23/2003
DRAWING: 11011
DATE: 07/23/2003
CHECKED BY: JF
DATE: 02/23/2003

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A PRE-ANNEXATION AGREEMENT BETWEEN THE VILLAGE OF ELK GROVE VILLAGE AND THE DESIGNATED OWNERS OF PROPERTY TO BE ANNEXED TO THE VILLAGE (IL-72 ROHLWING ROAD, LLC)

WHEREAS, on July 18, 2023, a public hearing was held pursuant to Section 65 ILCS 5/11-15.1 et. seq. of the Illinois Municipal Code to consider the approval of a Pre-Annexation Agreement between the Village of Elk Grove Village and the designated owners of property to be annexed to the Village; and

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

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

Section 1: That the Mayor be and is hereby authorized to sign a Pre-Annexation Agreement between the Village of Elk Grove Village and the designated owners of property to be annexed to the Village, which Agreement is attached hereto and made a part hereof and the Village Clerk is authorized to attest said document upon the signature of the Mayor.

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

VOTE: AYES: _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of _____ 2023

APPROVED this _____ day of _____ 2023

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

PRE-ANNEXATION AGREEMENT

THIS PRE-ANNEXATION AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2023 ("Effective Date"), between the VILLAGE OF ELK GROVE VILLAGE, an Illinois Home Rule municipal corporation, Cook and DuPage Counties, Illinois, hereinafter referred to as the "Village", and IL-720 Rohlwing RD LLC, an Illinois limited liability company, and its related entity, NEXSTAR, an Illinois corporation, hereinafter referred to as "Owner" all pursuant to the provisions of 65 ILCS 5/11-15.1-1 et seq. Owner together with the Village, are collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, Owner is the fee simple owner of record of the real property legally described in Exhibit A incorporated herein ("Property"), and which constitutes the "Territory" to be annexed to the Village of Elk Grove Village, in accordance with the provisions of 65 ILCS 5/7-1-1, 5/7-1-8 and 5/11-15.1-1 et seq.; and

WHEREAS, said Property is not within the corporate limits of any municipality, but is in the unincorporated area of Cook County and is presently contiguous to the Village; and

WHEREAS, the Owner plans to demolish and relocate the existing seven hundred and fifty foot (750') communications tower, demolish and relocate the existing two hundred and fifty foot (250') communications tower, subdivide and sell the southern thirty-five (35) acres of the Property for the development of a data center campus; and

WHEREAS, the Owner desires the annexation of the Property, pursuant to the terms and conditions as hereinafter set forth, and has filed a duly executed and authorized Annexation Petition, being attached hereto as Exhibit B, with the Village Clerk signed by the owners of record of all land within the Property and by all electors residing thereon, if any, and Plat of Annexation, being attached hereto as Exhibit C; and

WHEREAS, the Owner seeks to subdivide the Property pursuant to Village Code ("Village Code") and all other statutory requirements into three (3) platted lots (hereinafter referred

to as the “Lots”) and seeks to re-zone the Lots into the O-T Office Transitional District with a Special Use Permit for a Planned Development; and

WHEREAS, the Owner has presented to the Village Clerk and to the Corporate Authorities of the Village a duly executed petition for rezoning the Property and requesting a Special Use Permit for a Planned Development, and requesting approval of the Plat of Subdivision, attached hereto as Exhibit D, (collectively, the “Land Use Approvals”); and

WHEREAS, due notice as required by statute has been sent to and received by the Trustees of the Schaumburg Township District Library, the Township Road Commissioner(s) and Town Board of Schaumburg Township, and any other entity or person entitled to such notice, and the parties will file affidavits of such service of notice with the Recorder of Deeds for Cook County in accordance with applicable provisions of the Illinois Municipal Code, and will comply with all other additional applicable requirements of the Illinois Municipal Code; and

WHEREAS, a public hearing before the Elk Grove Village Plan Commission was held on _____ to consider said annexation, zoning change, Special Use Permit for the Planned Development, and approval of the Plat of Subdivision, pursuant to proper notice published on _____ by the Village in the *Daily Herald*, a newspaper of general circulation within the Village, pursuant to notice given by the Village to surrounding property owners and pursuant to notices posted by Owner on the Property, all as required by the Illinois Municipal Code, Village’s Zoning Ordinance and Village Resolution No. 42-74; and

WHEREAS, the Elk Grove Village Plan Commission has submitted a Finding of Fact and recommendation to the Corporate Authorities of the Village that the Property be annexed and granted the Land Use Approvals; and

WHEREAS, a public hearing before the Mayor and Board of Trustees of the Village (collectively, the “Corporate Authorities”) with regard to this Agreement and the Land Use Approvals was held on _____, pursuant to proper notice published on _____, by the Village in the *Daily Herald*, a newspaper of general circulation within the Village, and pursuant to notices posted by Owner on the Property as required by the Illinois Municipal Code, Village’s Zoning Ordinance and Village Resolution No. 42-74; and

WHEREAS, the Parties desire, pursuant to applicable provisions of the Illinois Compiled Statutes (including, without limitation, those set forth at 65 ILCS 5/11-15.1.1 et. seq.) the Municipal Code and the Village's home-rule authority, to enter into an agreement with respect to the Land Use Approvals, the annexation of the Property to the Village ("Annexation"), and with respect to various other matters related thereto; and

WHEREAS, the Corporate Authorities of the Village have considered the Annexation and the issuance of the Land Use Approvals, and they have determined that the best interests of the Village will be served by the Annexation of the Property to the Village and the zoning, subdivision and development of the Property in accordance with the provisions of this Agreement and the Land Use Approvals; and

WHEREAS, the Parties have materially changed their economic and other positions in reliance upon the Parties' execution and delivery of this Agreement and their performance of their respective obligations hereunder.

NOW, THEREFORE, in consideration of the foregoing preambles, which are hereby incorporated into and made a part of this Agreement, and of the mutual covenants hereinafter contained, the Parties agree as follows:

1. Incorporation of Recitals. The above Recitals are hereby incorporated by reference as if expressly set forth in this Agreement.
2. Statutory Authority. This Agreement is made pursuant to and in accordance with 65 ILCS 5/11-15.1-1 et. seq., (as amended), and the Village's Home Rule Authority pursuant to Article VII, Section 6 of the Illinois Constitution of 1970.
3. Annexation Ordinance. Subject to the provisions of 65 ILCS 5/11-15.1.1 et. seq., (as amended), within a reasonable time after the execution of this Agreement by the Parties to this Agreement, the Village, through the action of the Corporate Authorities, agrees to do all things necessary or appropriate to cause the Property to be validly annexed to the Village, including the enactment of an ordinance annexing the Property to the Village. The Village shall notify entities or persons of such annexation and promptly record all ordinances, plats, and affidavits necessary to said annexation, in accordance with any and all statutory and Village requirements.

4. Zoning. The ordinance annexing the Property into the Village shall include provisions for amending the Comprehensive Plan and Official Map and Zoning Map of the Village, classifying and zoning the Property as O-T Office Transitional District and approving a Special Use Permit for a Planned Development.
5. Development. The Owners agree that all use, development, and construction on the Property shall comply in all respects with the provisions of the Building, Plumbing, Electrical, Fire Prevention, Zoning and Development Codes of the Village and all other applicable codes and ordinances of the Village. The Owners agree that the Property shall be developed in accordance with the Planned Development Ordinances and the Land Use Approvals. Following the completion of the Planned Development Ordinances and Land Use Approvals, all subsequent construction or improvements to the Property shall comply with all applicable Village codes and ordinances in effect on the date that an application for a construction permit for such is filed.
6. Landscaping and Screening Plan. The Owner agrees that the Property shall be developed in accordance with the Approved Landscape Plan, attached hereto as Exhibit E, which shall include a nine (9') foot landscaped berm to be installed and maintained along the south and west property lines. Owner further agrees that all landscaping will be properly maintained to ensure the screening, planting, and shrubbery height and locations create a visual barrier from the abutting residentially zoned properties.

The Owner further agrees that the development shall include the installation of a pre-cast screen wall as depicted in the Approved Site Plan, attached hereto as Exhibit F, and the Screen Wall Design Plans, attached hereto as Exhibit G.
7. Sidewalk. At Owners' sole cost, Owners shall construct public sidewalks to serve the Property along the eastern property line of the Property, as indicated in the Approved Site Plan. Sidewalks shall be concrete and will be constructed at a width of eight (8') feet.
8. Pickleball Courts. After subdividing the Property, the Owner shall develop public pickleball courts for operation by the Elk Grove Park District in accordance with the Pickleball Courts Plan in accordance with the site plan, attached hereto as Exhibit F. The parking lot, courts, and fencing for the pickleball courts shall be constructed at Owner's sole cost and expense. Owner shall lease the parcel on which the public pickleball courts

are constructed to the Elk Grove Park District for a minimum term of 50 years at a nominal rate of \$1 per year.

9. Phased Construction. Development shall be constructed in accordance with a Phased Construction Plan to ensure that the berm and screen wall are constructed prior to the construction of any superstructure elements. Owner shall make commercially reasonable best efforts to complete development in substantial conformity with the Phased Construction Plan, as provided on Exhibit I.

10. Public Utilities.

- a. Sanitary Sewer Service. Upon Owner's construction of improvements detailed in the Preliminary Engineering Plan, which is attached as Exhibit J, the Village shall cooperate with Owner as required to obtain sanitary sewer service for the Property and to allow Owner's connection to the sanitary sewer lines at the boundary of the Property as approved by the Village Engineer. Owner shall pay to the requisite governmental entities all permit, inspection, connection and other fees as required at the time of connection to such sanitary sewer system. The Village shall grant Owner access to the necessary public utility easements to enable Owner's provision of sanitary sewer service to the Property.

- b. Potable Water Service. The Village represents and warrants that it owns, operates and maintains a potable water supply and distribution system within its borders. In order to connect to the Village's water system, Owner shall construct, at Owner's sole cost, a new 12" DIP water main which will run along the east and west side of Rohlwing Road in order to make a loop in the Village System and connect their service lines to this main, as shown in the Preliminary Engineering Plan. The Owner shall have the right and obligation to connect to and use such system and mains and lines, which connection shall be as approved by the Village Engineer. The Village shall grant Owner access to all Village owned rights-of-way to enable Owner's provision of potable water service to the Property.

- c. Storm Sewer Service. The Owner shall provide and maintain all necessary storm water management systems as are required for the construction and use of improvements to be located on the Property, all in accordance with good engineering practice, Village

requirements and other regulatory agency requirements. At such time as storm water management improvements are constructed in association with the construction of additional or expanded structures, pavement, sidewalks, curb and gutter, roadway or other improvements, sufficient storm water detention shall be provided to attenuate the post-developmental peak release rate to a maximum of 0.10 cubic foot per second per acre.

d. Installation of Residential Rear Yard Drainage System. At Owner's sole cost, Owner shall construct a public rear yard drainage system to capture and convey the storm water from their own and adjacent properties along the southern property line, as indicated in the Preliminary Engineering Plan. The system shall be constructed in accordance to the details and specifications provided to the Owner by the Village. The public rear yard drainage system shall be transferred for ownership and maintenance by the Village after completion of construction, approval, and acceptance by the Village, in accordance with the terms and provisions of Village Code and this Agreement, provided, however, that the owner shall be responsible for maintenance during the initial two years after acceptance by the Village and then shall place with the Village a two (2) year maintenance bond/letter of credit in such amount as approved by the Village to ensure that the Owner satisfactorily maintains the foregoing improvements.

e. Village Storm Sewer System. At the Village's sole cost, Owner shall abandon an existing storm sewer and construct a new public storm sewer that conveys the Biesterfield Road Basin discharge through a drainage easement along the Property's western property line, as indicated in the Preliminary Engineering Plan. The existing storm sewer shall be abandoned and the proposed storm sewer shall be constructed in accordance with the details and specifications provided to the Owner by the Village. The storm sewer installations shall be transferred for ownership and maintenance by the Village after completion of construction, approval, and acceptance by the Village, in accordance with the terms and provisions of Village Code and this Agreement, provided, however, that the owner shall be responsible for maintenance during the initial two years after acceptance by the Village and then shall place with the Village a two (2) year maintenance bond/letter of credit in such amount as approved by the Village to ensure

that the Owner satisfactorily maintains the foregoing improvements. Following the Village's acceptance of the storm sewer installations, the Owner shall provide an invoice detailing the costs from abandoning the existing storm sewer and constructing a new public storm sewer, and the Village shall pay to the Owner such amount in accordance with instructions provided by the Owner.

f. Public Sidewalk and Public Water Main. All water mains and sidewalks located within public rights-of-way shall be transferred by Bill of Sale to and accepted for ownership, maintenance and operation by the Village. The sidewalks and water mains constructed by the Owner located within public rights-of-way shall be transferred for ownership and maintenance by the Village after completion of construction, approval, and acceptance by the Village, in accordance with the terms and provisions of Village Code and this Agreement provided, however, that the owner shall be responsible for maintenance during the initial two years after acceptance by the Village. The Owner shall place with the Village a two (2) year maintenance bond/letter of credit in such amount as approved by the Village to ensure that the Owner satisfactorily maintains the foregoing improvements.

11. Letter of Credit/Guarantee. Subsequent to the time that the Plat of Subdivision is approved by the Village, but prior to the construction of public improvements, the Owner must provide the Village with an irrevocable letter of guarantee from a banking or savings and loan institution organized to do business in the State of Illinois, which letter of credit or guarantee shall be in an amount equal to one hundred ten percent (110%) of the estimated costs of all public improvements required for the subdivision. Included in the coverage of the Letter of Credit are all improvements set forth in Phase 1A of Exhibit I, Phased Construction Plan. Should all of the improvements not be completed within the time frames set forth in Section 23, the Village will commence the process of enforcing the provisions of the Letter of Credit, including providing Notice and any required demand for completion. If the financial guarantor of the Letter of Credit and the Village fail to reach an agreement as to the timely completion and construction issues relating to the Phase 1A improvements within thirty (30) days of the initial Notice date to the guarantor, then and in that event, the Village shall have the right of entry onto the subject property in order to proceed and complete all Phase 1A improvements and thereafter

commence reimbursement pursuant to the provision of the Letter of Credit for all costs necessarily incurred.

12. Recapture Fees. The Village represents to Owner, upon which representation Owner relies that no current recapture or similar fee shall be applicable to the Subject Property upon annexation to the Village.
13. Maintenance Responsibilities. Owner agrees to provide for the maintenance of the storm sewers, stormwater management basin, landscape improvements, screen walls, and fencing constructed on the Subject Property. Prior to issuance of any building permit for any structure on the Property, the Owners agree to submit covenants for maintenance and control of the aforementioned items for approval by Village Staff. A copy of those approved covenants, entitled Declaration of Easements, Covenants, Conditions, and Restrictions (the "Declaration"), will be filed with the Village Clerk.
14. Fees. At the time of annexation of the Property to the Village, Owner shall pay to the Village an annexation fee of Three Hundred and No/100 Dollars (\$300.00) per acre of the Property, resulting in a total annexation fee of Twenty-Nine Thousand Seven Hundred Dollars (\$30,715.17) for the annexation of the Property, plus all other accompanying fees required by existing laws, ordinances, rules and regulations, such as filing fees, court reporter costs or other related fees and expenses called for under the Village's ordinances. Except as provided below, there shall be no other annexation fees (other than reimbursement to the Village for documentation and recording fees) imposed by the Village on the development of the Property, and no impact fees shall be due and payable by Owners in connection with the development of the Property, except, when applicable, permitting fees and water and sewer tap-on charges, as provided for by the terms of Village Codes, and the same shall be the same rates as shall be uniformly applied throughout the Village.
15. Future Cooperation. The Village and Owners shall cooperate with one another on an ongoing basis and make every reasonable effort, including the holding of additional public hearings and the adoption of such ordinances as may be necessary to further the implementation of the provisions of this Agreement and the intentions of the Village and Owner as reflected by the provisions of this Agreement. Specifically, but without limitation, in connection with Owner's performance of its obligations under this

Agreement, the Village agrees to execute such applications and documents as may be necessary to obtain approvals and authorizations from other governmental or administrative agencies.

16. Binding Effect. If any applicable existing resolution, ordinances or interpretations thereof of the Village be in any way inconsistent or in conflict with any provisions hereof, then the provisions of this Agreement shall constitute lawful and binding amendments to, and shall supersede the terms of said inconsistent ordinances, resolutions or interpretations thereof, as they may relate to the Property. If any Village Code, ordinance or regulation is hereafter adopted, amended or interpreted so as to be less restrictive upon Owner, its successors or assigns with respect to the development of the Property than is the case under the existing law then, at Owners' option, such less restrictive amendment or interpretation shall control.
17. Electrical, Gas, Cable and Telephone - Utilities. All utilities associated with this Project shall be installed underground. Electrical and gas energy, cable, telephone, and other utilities shall be installed at Owner's cost. The Village agrees to reasonably cooperate in the installation of such utilities by timely granting permits, reviewing construction plans and plats, and if requested, will permit such installations to cross the Village rights-of-way.
18. Successors in Interest. This Agreement shall inure to the benefit of, and be binding upon, the successors in title of Owner, their respective successors, grantees, lessees, and assigns, and upon successor corporate authorities of the Village and successor municipalities. It is understood that this Agreement shall run with the land and as such, shall be assignable to and binding upon subsequent grantees, lessees, and successors in interest of Owner, , and as such, this Agreement and all exhibits hereto shall be recorded with the Recorder of Deeds of Cook County, Illinois by the Village at Owner's sole cost and expense.
19. No Waiver or Relinquishment of Right to Enforce Agreement. The failure of any Party to this Agreement to insist upon strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of the them, upon any other Party imposed, shall not constitute or be construed as a waiver or relinquishment of any Party's

rights to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

20. Notices. All notices, elections or other communications between the Parties hereto shall be in writing and shall be served on the Parties at the addresses set for in this Section. Any such notices shall be either (1) mailed by certified mail, return receipt requested, postage prepaid, effective on the date of such delivery of such notice to said courier for such delivery or (2) delivered personally, to the Parties at the following addresses or such other address as the Parties may, by notice, designate, effective on the date of such delivery:

If to the Village:

Village of Elk Grove Village
Attn: Village Manager
901 Wellington Avenue
Elk Grove Village, Illinois 60007
Email: mroan@elkgrove.org

With a copy to:

Village of Elk Grove Village
Attn: Village Attorney
901 Wellington Avenue
Elk Grove Village, Illinois 60007
Email: gknickerbocker@elkgrove.org

With a copy to:

Village of Elk Grove Village
Attn: Village Clerk
901 Wellington Avenue
Elk Grove Village, Illinois 60007
Email: lmurphy@elkgrove.org

If to Owners:

IL-720 Rohlwing RD LLC
ATTN: D. Randall Bradford
303 E Wacker Dr., Ste 1700
Chicago, IL 60601
rbradford@nextstar.tv

With copy to:
Liston & Tsantilis, P.C.
Attn: Peter Tsantilis
33 N. LaSalle St., Floor 28
Chicago, Illinois 60602
ptsantilis@lmlawchicago.com

21. Enforceability. This Agreement shall be enforceable in any court of competent jurisdiction by either of the parties hereto by an appropriate action at law or in equity.
22. Severability. If any provision of this Agreement is held invalid, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect any of the other provisions contained herein.
23. Term. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, for a period of twenty (20) years from the date of execution hereof, subject to the following conditions:
 - a. Construction shall commence within twenty-four (24) months of the approval of the Petitions for Annexation, Zoning, Special Use for a Planned Development, and Subdivision, unless the Village approves an extension to this requirement, which approval shall not be unreasonably withheld. In the event that construction does not commence within the required twenty-four (24) months, and notwithstanding the provisions outlined in Section 25, except for the notice provisions of Section 25, the Village shall have the right to enter onto the subject property to construct and complete the construction of the Village Storm Sewer described in Section 10e at the Village's sole cost and expense.
 - b. Owner shall make commercially reasonable best efforts to complete Phase 1A of construction, as detailed in Exhibit I, within twelve (12) months after commencement of construction, and in no event shall the completion of all improvements noted in Phase 1A take longer than eighteen (18) months after commencement of construction. If such improvements are not completed within eighteen (18) months, the Village shall have the right to cause the suspension of any existing construction permits until such time as the

required improvements are completed and in addition, the Village may proceed with enforcing the Letter of Credit provision in such manner as set forth in Section 11.

- c. Construction of Phase 1B, as detailed in Exhibit I, shall be completed within three (3) years following commencement of construction, unless the Village approves an extension to this requirement, which approval shall not be unreasonably withheld.
- d. Construction of Phase 2, as detailed in Exhibit I, shall be completed within three (3) to five (5) years after construction commencement, unless the Village approves an extension to this requirement, which approval shall not be unreasonably withheld.
- e. Construction of Phase 3, as detailed in Exhibit I, shall be completed within six (6) to eight (8) years after construction commencement, unless the Village approves an extension to this requirement, which approval shall not be unreasonably withheld.

24. Recording. Within sixty (60) days after the execution of this Agreement, the Agreement, or a memorandum hereof, shall be recorded by the Village at the sole cost and expense of the Owner in the Office of the Cook County Recorder of Deeds.

25. Time is of the Essence. Time is of the essence of this Agreement. Upon the occurrence of a default of any of the provisions of this Agreement, which default is not caused to be remedied within thirty (30) days after a notice specifying such default is received by the defaulting party, the injured party hereto may in law or in equity, by suit, action, mandamus or other proceeding, including specific performance, enforce or compel the performance of this Agreement by the defaulting party.

26. Headings and Subheadings. All section headings or other headings in this Agreement are for the general aid of the reader and shall not limit the plain meaning or applicability of any of the provisions thereunder whether covered by or relevant to such heading or not.

27. Amendments. This Agreement sets forth all the promises, inducements, agreements, conditions, and understandings between Owner and the Village relative to the subject matter hereof, and there are no promises, agreements, conditions, or understandings, either oral or written, express or implied, between them, other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the Parties hereto, unless authorized in accordance with law and reduced in writing and signed by them.
28. Applicable Law. This Agreement and its terms shall be construed, interpreted, and governed by and under the laws of the State of Illinois.
29. Force Majeure. Time is of the essence of this Agreement; any prevention, delay or stoppage due to strikes, lock-outs, inclement weather, labor disputes, pandemics, inability to obtain labor, material, fuels or reasonable substitutes therefor, governmental restrictions, regulations, controls, action or inaction, civil commotion, fire or other acts of God, and other causes beyond the reasonable control of the party obligated to perform (except financial inability) shall excuse the performance, for a period equal to the period of any said prevention, delay or stoppage, of any obligation hereunder. If one of the foregoing events shall occur or either party shall claim that such an event shall have occurred, the party to whom such claim is made shall investigate same and consult with the party making such claim and the party to whom such claim is made shall, if warranted by the investigation, grant any extension for the performance of the unsatisfied obligation equal to the period of the delay, which period shall commence to run from the time of the commencement of the Force Majeure.
30. Mutual Assistance. The Parties hereto shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms and objectives of this Agreement and the intentions of the Parties as reflected by said terms, including, without limitation, the giving of such notices, the holding of such public hearings, the enactment by the Village of such resolutions and

ordinances and the taking of such other actions as may be necessary to enable the Parties' compliance with the terms and provisions of this Agreement and as may be necessary to give effect to the terms and objectives of this Agreement and the intentions of the Parties as reflected by said terms.

31. No Restraint on Alienation. Nothing in this Agreement shall prevent the alienation, mortgage, lease, encumbrance or sale of the Property or any part thereof.

32. Miscellaneous. This Agreement shall be binding upon and inure to the benefit of the Parties, their successors, assigns or grantees and upon any successor municipal authorities of the Village and upon any successor municipalities. This Agreement is executed by and among the Parties, and confers rights and obligations only upon the Parties. This Agreement may be executed in a number of identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one agreement. No other person or entity may rely upon this Agreement or claim any right hereunder.

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

VILLAGE OF ELK GROVE VILLAGE,
an Illinois Home Rule municipal corporation

By: Craig B. Johnson
Title: Mayor

Attest: Loretta M. Murphy
Title: Village Clerk

IL-720 Rohlwing RD LLC,
an Illinois Limited Liability Company

By: _____
Title: _____

Attest: _____
By: _____
Title: _____

LIST OF EXHIBITS

EXHIBIT A

Legal Description

EXHIBIT B

Petition for Annexation

EXHIBIT C

Plat of Annexation prepared by V3 Companies dated 01/31/23

EXHIBIT D

Plat of Subdivision prepared by V3 Companies dated 04/24/23

EXHIBIT E

Approved Landscape Plan prepared by Daniel & Weinbach & Partners, Ltd. dated 04/26/23

EXHIBIT F

Approved Site Plan prepared by Ware Malcomb dated 04/27/23

EXHIBIT G

Approved Screen Wall Design Plan prepared by Ware Malcomb dated 08/15/22

EXHIBIT I

Phased Construction Plan Memo prepared by V3 dated 04/28/23

EXHIBIT J

Preliminary Engineering Plan prepared by V3 Companies dated 05/16/23

EXHIBIT "A"

LEGAL DESCRIPTION

THE EAST 3/4 OF THE SOUTHEAST 1/4 (EXCEPT THE SOUTH 20 ACRES THEREOF) ALSO
(EXCEPTING THAT PART FALLING ROADS) SECTION 25. TOWNSHIP 41 NORTH, RANGE 10
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 07-25-400-002-0000

Address: 720 Rohlwing Road, Elk Grove Village, Illinois

RECEIVED

Exhibit "B"
Petition for Annexation

PETITION FOR ANNEXATION
VILLAGE OF ELK GROVE VILLAGE

VILLAGE MANAGER'S
OFFICE

We, the undersigned, being all of the owners of record of the following described real estate and all of the electors residing upon said real estate, do hereby request that the following legally described real estate be annexed to and become a part of the Village of Elk Grove Village.

PERMANENT REAL ESTATE TAX INDEX NO.		<u>07-25-400-002-0000</u>
Assessed Valuation	20 21	<u>\$869,000</u>
(Last 3 Years)	20 20	<u>\$868,997</u>
	20 19	<u>\$914,926</u>

Designation on which Fire District property is in: 54

Is application contingent upon approval of particular Zoning Classification? If yes, which one? C-TO (see Transitional)

Number of Acres ~100 acres

Said real estate is legally described as follows:

(See attached sheet marked Exhibit 1, which contains the legal description of the property to be annexed, the same being incorporated by reference herein.) (Flood Plain area is indicated.)

Electors residing on said property:

N/A

Print/Type Name	Address	Telephone


Owners of Record:

<u>IL-720 ROHLWING RD LLC</u>	<u>303 E Wacker Dr, Ste 1700, Chicago IL 60601</u>	<u>(312) 222-4511</u>
Print/Type Name	Address	Telephone

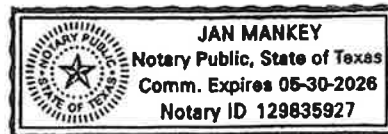
STATE OF ILLINOIS)
)
COUNTIES OF COOK) SS
AND DUPAGE)

The undersigned, being all of the owners of record and electors residing upon the above described real estate, each being first duly sworn on oath, say they have read the foregoing petition by them and each of them subscribed, and that the same is true.

<u>D. Randall Bradford</u>		<u>(972) 764-6726</u>
Print/Type Name	Signature	Telephone
<u>545 E John Carpenter Freeway, Ste 700, Irving TX 75062</u>		
Address		

<u>Jan Mankey</u>		<u>817 565 9040</u>
Print/Type Name	Signature	Telephone
<u>545 E John Carpenter Freeway Ste 700 Irving TX 75062</u>		
Address		

Subscribed and sworn to before me this 2nd day of November, 2022.



**PETITION FOR ANNEXATION
VILLAGE OF ELK GROVE VILLAGE**

We, the undersigned, being all of the owners of record of the following described real estate and all of the electors residing upon said real estate, do hereby request that the following legally described real estate be annexed to and become a part of the Village of Elk Grove Village.

PERMANENT REAL ESTATE TAX INDEX NO. 07-25-400-002-0000

Assessed Valuation	20 21	<u>\$869,000</u>
(Last 3 Years)	20 20	<u>\$868,997</u>
	20 19	<u>\$914,926</u>

Designation on which Fire District property is in: 54

Is application contingent upon approval of particular Zoning Classification? If yes, which one? O-T Office Use/Residential

Number of Acres ~100 acres

Said real estate is legally described as follows:

(See attached sheet marked Exhibit 1, which contains the legal description of the property to be annexed, the same being incorporated by reference herein.) (Flood Plain area is indicated.)

Electors residing on said property:

N/A

Print/Type Name	Address	Telephone

Owners of Record:


D. Randall Bradford

IL-720 ROHLWING RD LLC	303 E Wacker Dr, Ste 1700, Chicago IL 60601	(312) 222-4511
Print/Type Name	Address	Telephone

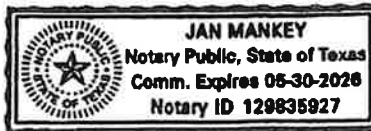
STATE OF ILLINOIS)
)
COUNTIES OF COOK) SS
AND DUPAGE)

The undersigned, being all of the owners of record and electors residing upon the above described real estate, each being first duly sworn on oath, say they have read the foregoing petition and each of them subscribed, and that the same is true.

D. Randall Bradford		(972) 764-6726
Print/Type Name	Signature	Telephone
545 E John Carpenter Freeway, Ste 700, Irving TX 75062		
Address		

<i>Jan Mankey</i>		817 565 9060
Print/Type Name	Signature	Telephone
<i>545 E John Carpenter Freeway Ste 700 Irving TX 75062</i>		
Address		

Subscribed and sworn to before me this 2nd day of November, 2022.



MAP OF TERRITORY TO BE ANNEXED

TO

THE VILLAGE OF ELK GROVE VILLAGE

THE EAST 3/4 OF THE SOUTHEAST 1/4 (EXCEPT THE SOUTH 20 ACRES THEREOF) ALSO EXCEPTING THAT PART FALLING
ROADS) SECTION 25 TOWNSHIP 41 NORTH RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

October 17, 2022
State of Illinois



VICINITY MAP
NOT TO SCALE
PIN 07-25-400-002

LEGEND

- PROBATE LINE
- EXISTING RIGHT-OF-WAY LINE
- PROPOSED RIGHT-OF-WAY LINE
- EXISTING LOT LINE
- PROPOSED LOT LINE
- EXISTING CENTERLINE
- SECTION LINE
- EXISTING CORPORATE LIMITS OF ELK GROVE VILLAGE AS SHOWN ON ZONING MAP
- LIMITS OF TERRITORY HEREBY ANNEXED TO ELK GROVE VILLAGE
- N NORTH
- S SOUTH
- E EAST
- W WEST
- CR CURVED BEARING
- A ANGLE
- R RADIUS
- CR CURVED
- EL ELEVATION
- FOUND IRON PEG
- FOUND IRON NAIL
- FOUND IRON PIPE
- FOUND IRON BAR
- FOUND IRON BUSH
- FOUND IRON DISK
- FOUND IRON WIRE
- FOUND IRON SINGE
- FOUND IRON NAIL
- FOUND IRON NAIL
- FOUND IRON PIPE
- FOUND IRON PIPE
- FOUND IRON BAR
- FOUND IRON BUSH
- FOUND IRON DISK
- FOUND IRON WIRE

VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF COOK AND DUPAGE)

APPROVED AND ACCEPTED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF ELK GROVE VILLAGE, ILLINOIS THIS ____ DAY OF _____ A.D.

BY: _____ MAYOR

ATTEST: _____ VILLAGE CLERK

SURVEYOR CERTIFICATE

I, EDWARD J. MURRAY, AN ILLINOIS PROFESSIONAL LAND SURVEYOR DO HEREBY CERTIFY THAT THE PLAT HEREON DRAWN WAS PREPARED AT AND UNDER MY DIRECTION. ALL DIMENSIONS SHOWN ARE IN FEET AND DECIMAL PARTS THEREOF.

GIVEN UNDER MY HAND AND SEAL THIS 27TH DAY OF OCTOBER, A.D. 2022.

Edward J. Murray
EDWARD J. MURRAY
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 15-4037
MY LICENSE EXPIRES ON NOVEMBER 30, 2022
V3 COMPANY, LTD. PROFESSIONAL DESIGN FIRM NO. 184000002
THIS DESIGN FIRM NUMBER EXPIRES APRIL 30, 2023.
emurray@v3.com



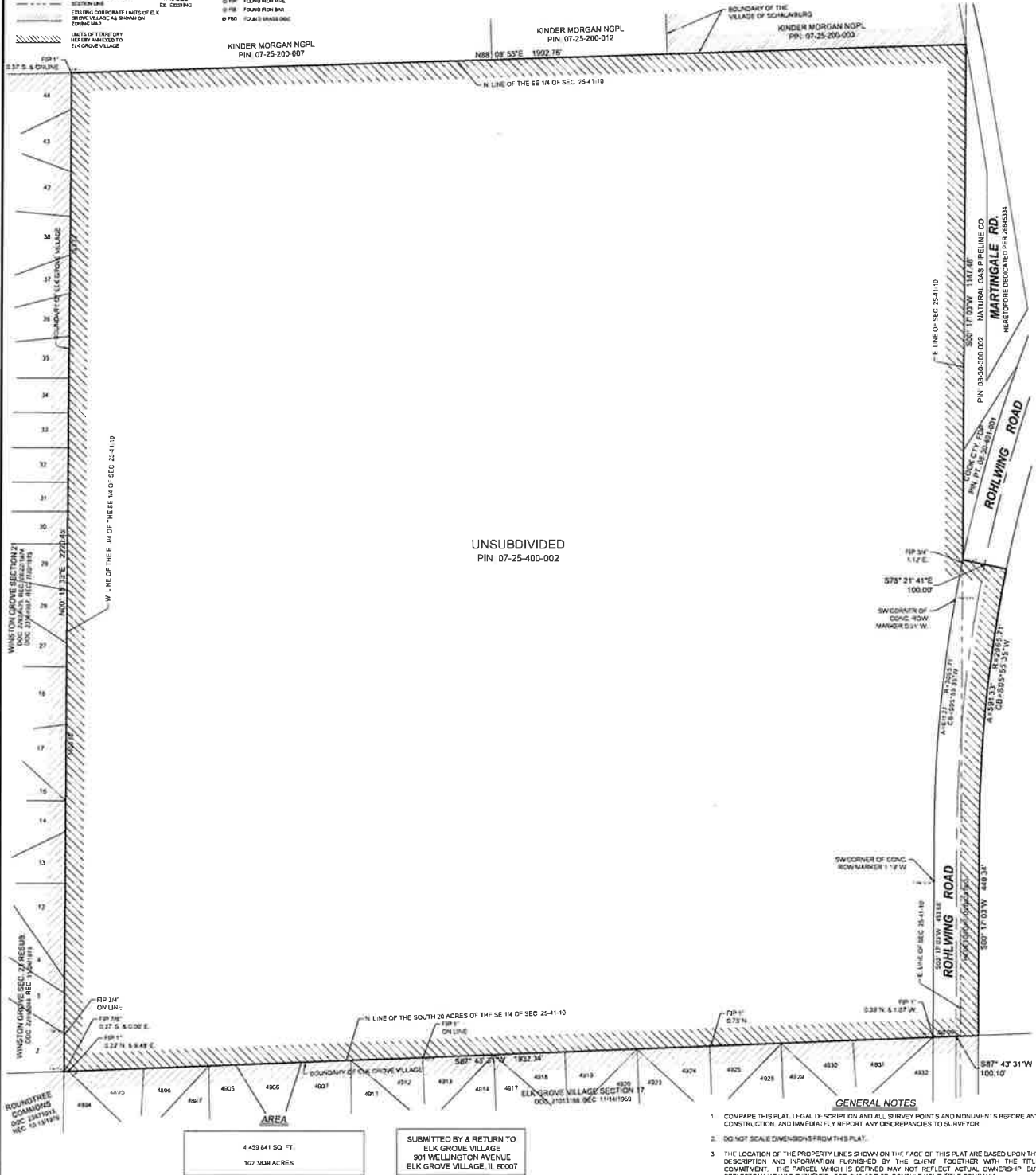
BASIS OF BEARINGS

THE BASIS OF BEARINGS IS THE STATE PLANE COORDINATE SYSTEM (SPCS) NAD 83 (2011) ZONE 1201 ILLINOIS EAST, WITH PROJECT ORIGIN AT LATITUDE 43-00-46.56243N LONGITUDE 88-02-03.66348W ELLIPSOIDAL HEIGHT 197.566587 FT GROUND SCALE FACTOR 1.000269739 ALL MEASUREMENTS ARE ON THE GROUND

GRAPHIC SCALE

STATE PLANE MERIDIAN

1" = 100'



UNSUBDIVIDED
PIN 07-25-400-002

GENERAL NOTES

- COMPARE THIS PLAT, LEGAL DESCRIPTION AND ALL SURVEY POINTS AND MONUMENTS BEFORE ANY CONSTRUCTION, AND IMMEDIATELY REPORT ANY DISCREPANCIES TO SURVEYOR.
- DO NOT SCALE DIMENSIONS FROM THIS PLAT.
- THE LOCATION OF THE PROPERTY LINES SHOWN ON THE FACE OF THIS PLAT ARE BASED UPON THE DESCRIPTION AND INFORMATION FURNISHED BY THE CLIENT TOGETHER WITH THE TITLE COMMITMENT. THE PARCEL WHICH IS DERIVED MAY NOT REFLECT ACTUAL OWNERSHIP BUT REFLECTS WHAT WAS SURVEYED. FOR OWNERSHIP, CONSULT YOUR TITLE COMPANY.

4 459 841.90 FT.
102.3038 ACRES

SUBMITTED BY & RETURN TO
ELK GROVE VILLAGE
901 WELLINGTON AVENUE
ELK GROVE VILLAGE, IL 60007

V Engineers
Scintists
Surveyors

7325 James Avenue, Suite 100
Woodridge, IL 60517
830.724.9200 voice
830.724.0354 fax
v3co.com

PREPARED FOR
Tribune Real Estate
515 N State St - 24th Floor
Chicago, IL 60611
312-222-4511

NO	DATE	REVISIONS
1	20221027	PER VILLAGE COMMENTS

PLAT OF ANNEXATION
NEXT STAR - ELK GROVE VILLAGE, IL

Prepared No. 210280
Drawn No. VP02A.1

DRAFTING COMPLETED 10/27/22 DRAWN BY EJM PROJECT MANAGER EJM
FIELD WORK COMPLETED 08/12/22 CHECKED BY EJM SCALE 1" = 100'

SHEET NO. 1 OF 1

FINAL PLAT OF SUBDIVISION
OF
NEXSTAR
ELK GROVE VILLAGE, IL

BEING PART OF THE SOUTHEAST 1/4 OF SECTION 25,
TOWNSHIP 41 NORTH, RANGE 10 EAST, OF THE THIRD
PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PN 07-25-400-002

Exhibit U
Plat of Subdivision



VICINITY MAP
NOT TO SCALE

OWNER / SUBDIVIDER

Tribune Real Estate
515 N State St.
Chicago, IL 60611
312 222 4511

SURVEYOR / ENGINEER

V3 Companies, Ltd
7325 Janas Avenue
Woodridge, Illinois 60517
630 724 9200

ABBREVIATIONS

- N NORTH
- S SOUTH
- E EAST
- W WEST
- CB CHANG BEARING
- A ARC LENGTH
- R RADIUS
- (REC) RECORD DATUM
- MEAS. MEASURED DATUM
- (CALC) CALCULATED DATUM

LEGEND

- SUBDIVISION PROPERTY LINE
- EXISTING RIGHT-OF-WAY LINE
- PROPOSED RIGHT-OF-WAY LINE
- EXISTING LOT LINE
- PROPOSED LOT LINE
- EX. & PRO. CENTERLINE
- EXISTING EASEMENT LINE
- PROPOSED EASEMENT LINE
- EX. & PRO. BUILDING SETBACK LINE
- SECTION LINE
- F FND FOUND IRON ROD
- FMS FOUND IRON ROAD MARK
- FNK FOUND IRON NAIL
- FVN FOUND IRON MAG NAIL
- FCC FOUND IRON CURB CROSS
- FIP FOUND IRON PIPE
- FIB FOUND IRON BAR
- CCM CONCRETE MOVEMENT

BASIS OF BEARINGS

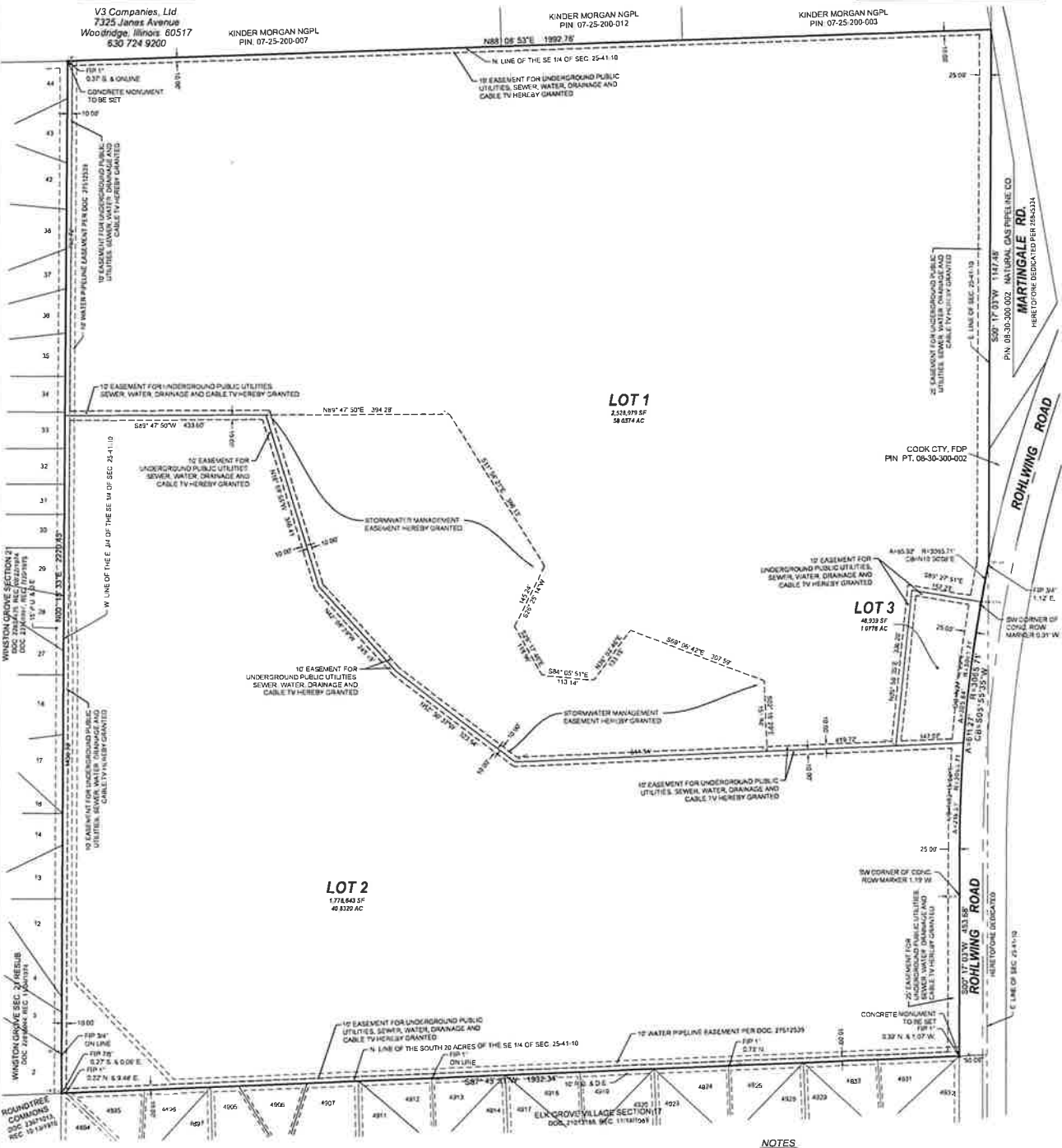
THE BASIS OF BEARINGS IS THE STATE PLANE
COORDINATE SYSTEM (SPCS) HAD 83 (2007) ZONE
1201 (ILLINOIS EAST) WITH PROJECT ORIGIN AT
LATITUDE 42°40'43.5624"N
LONGITUDE 88°20'26.9694"W
ELLIPSOIDAL HEIGHT 59' 436.871
GROUND SCALE FACTOR 1.000495739
ALL MEASUREMENTS ARE ON THE GROUND

GRAPHIC SCALE



AREA

4.8545182 AC.
51.9872 ACRES



- NOTES**
- ALL MEASUREMENTS AND DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF. ARC DISTANCES ARE ALONG ALL CURVES.
 - ONCE THE PLAT SHOWN HEREON IS RECORDED AND UPON COMPLETION OF CONSTRUCTION 3/4" IRON REELS WITH PLASTIC CAPS SHALL BE SET AT ALL LOT CORNERS AND CHANGES IN SECURITY, UNLESS SHOWN OTHERWISE.

SUBMITTED BY & RETURN TO:
ELK GROVE VILLAGE
901 WELLINGTON AVENUE
ELK GROVE VILLAGE, IL 60007

V Engineers
7325 Janas Avenue, Suite 100
Woodridge, IL 60517
630 724 9200 voice
630 724 0384 fax
V3co.com

Trubine Real Estate
515 N State St. - 24th Floor
Chicago, IL 60611
312-222-4511

NO	DATE	REVISIONS
1	02/15/02	REVISE LOT CONFIGURATION
2	02/20/02	REVISE PER SURVEY COMMENTS
3	04/05/02	REVISE LOT 3
4	05/02/02	REVISE PER SURVEY COMMENTS II
5	05/02/02	REVISE LOT 3
6	05/02/02	REVISE PER SURVEY COMMENTS

FINAL PLAT OF SUBDIVISION
NEXSTAR - ELK GROVE VILLAGE, IL

DRAFTING COMPLETED: 08/11/02
FIELD WORK COMPLETED: 08/12/02

DRAWN BY: E.M.
CHECKED BY: E.M.

PROJECT MANAGER: E.M.
SCALE: 1" = 100'

Project No: 210290
Group No: VPD4.1
SHEET NO: 1 OF 2

**FINAL PLAT OF SUBDIVISION
OF
NEXSTAR
ELK GROVE VILLAGE, IL**

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK)

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE OWNER OF THE LAND DESCRIBED IN THE ANNEXED PLAT, AND THAT HE HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS INDICATED THEREIN FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREIN INDICATED.

ALSO, THIS IS TO CERTIFY THAT PROPERTY BEING SUBDIVIDED AFORESAID, AND TO THE BEST OF THE OWNER'S KNOWLEDGE AND BELIEF, SAID SUBDIVISION LIES ENTIRELY WITHIN THE LIMITS OF ELEMENTARY SCHOOL DISTRICT 54 PALATINE TOWNSHIP HIGH SCHOOL 211 HARPER COMMUNITY COLLEGE DISTRICT 112

DATED AT _____ THIS _____ DAY OF _____ A.D. 20__

BY _____ ATTEST _____
TITLE _____ TITLE _____

NOTARY'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF _____)

I, _____ A NOTARY PUBLIC IN AND FOR THE SAID COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____ AND _____ PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNERS APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE ANNEXED PLAT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL

THIS _____ DAY OF _____ A.D. 20__

NOTARY PUBLIC SIGNATURE

PLAN COMMISSIONER CERTIFICATE

STATE OF ILLINOIS)
COUNTIES OF COOK AND DUPAGE)

APPROVED BY THE PLAN COMMISSIONER OF THE VILLAGE OF ELK GROVE VILLAGE, ILLINOIS AT A MEETING HELD ON THIS _____ DAY OF _____ A.D. 20__

CHAIRMAN _____

SECRETARY _____

VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS)
COUNTIES OF COOK AND DUPAGE)

APPROVED AND ACCEPTED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF ELK GROVE VILLAGE, ILLINOIS THIS _____ DAY OF _____ A.D. 20__

BY _____ ATTEST _____
MAYOR _____ VILLAGE CLERK _____

ILLINOIS DEPARTMENT OF TRANSPORTATION

THIS PLAT HAS BEEN APPROVED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION WITH RESPECT TO HIGHWAY ACCESS PURSUANT TO SECTION 2 OF AN ACT TO REVISE THE LAW IN RELATION TO PLATS, AS AMENDED, A PLAN THAT MEETS THE REQUIREMENTS CONTAINED IN THE DEPARTMENT'S POLICY ON PERMITS FOR ACCESS DRIVENWAYS TO STATE HIGHWAYS WILL BE REQUIRED BY THE DEPARTMENT.

BY _____ DATE _____ 20__
JUDITH M. WILSON
REGIONAL ENGINEER

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK)

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

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK AT _____ ILLINOIS THIS _____ DAY OF _____ 20__

COUNTY CLERK _____

COUNTY RECORDER CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK)

THIS INSTRUMENT WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF COOK COUNTY,

ILLINOIS, ON THE _____ DAY OF _____ 20__ AT _____ O'CLOCK, AM, AND WAS RECORDED

AS DOCUMENT _____

RECORDER OF DEEDS _____

EASEMENT PROVISIONS

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO COMMERCIAL IN EDISON COMPANY AMERTECH COMPANY AND CABLE TELEVISION FRANCHISES IF ANY, THEIR RESPECTIVE SUCCESSORS AND ASSIGNS IN, UPON, ALONG, AND UNDER THOSE PARTS OF THE LOTS HEREOF INDICATED BY BROKEN LINES ON THIS PLAT AND MARKED "EASEMENT FOR UNDERGROUND PUBLIC UTILITIES SEWER, WATER, DRAINAGE AND CABLE TV" OR MARKED "EASEMENT FOR PUBLIC UTILITIES SEWER, WATER, DRAINAGE AND CABLE TV" AND IN, UPON, ALONG, AND UNDER THE STREETS, ROADS, BOULEVARDS, LANES, DRIVES AND PUBLIC PLACES SHOWN ON THIS PLAT WHERE NECESSARY TO INSTALL, CONSTRUCT, LAY, MAINTAIN, OPERATE, RELOCATE, RENEW, AND REMOVE EQUIPMENT CONSISTING OF POLES, POLE STRUCTURES, PUSH POLES, BRACES, ANCHOR OLDS, STUDS, WIRES AND UNDERGROUND CONDUITS, CABLES, CABLE POLES, AND OTHER NECESSARY ELECTRICAL FACILITIES FOR THE PURPOSE OF SERVICING THE SUBDIVISION AND RESIDENTS AND OWNERS OF THE PROPERTY THEREIN, AND ADJOINING PROPERTY WITH ELECTRIC AND TELEPHONE SERVICE, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS THEREOF AND TO TRANSMIT AND DISTRIBUTE BY MEANS OF SAID ELECTRICAL EQUIPMENT, ELECTRICITY TO BE USED FOR HEAT, LIGHT, POWER, TELEPHONE AND OTHER PURPOSES, AND ALSO TO TRIM AND REMOVE FROM TIME TO TIME, SUCH TREES, BUSHES AND SHRUBS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE INSTALLATION AND MAINTENANCE OF SUCH FACILITIES; NO PERMANENT BUILDINGS SHALL BE PLACED ON SAID EASEMENT BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT INTERFERE WITH SAID EASEMENT FOR PUBLIC UTILITY PURPOSES; SAID EASEMENT IS ALSO HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF ELK GROVE VILLAGE, TO INSTALL, LAY, CONSTRUCT, RENEW OPERATE AND MAINTAIN SEWER AND WATERBANS.

EASEMENT PROVISIONS

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE

INCOR GAS COMPANY

ITS SUCCESSORS AND ASSIGNS IN ALL STREETS, ROADS, BOULEVARDS, LANES, DRIVES AND PUBLIC PLACES SHOWN ON THIS PLAT AND IN, UPON, ALONG, AND UNDER THOSE PARTS OF THE LOTS HEREOF INDICATED BY BROKEN LINES ON THIS PLAT AND MARKED "EASEMENT FOR UNDERGROUND PUBLIC UTILITIES SEWER, WATER, DRAINAGE AND CABLE TV" OR MARKED "EASEMENT FOR PUBLIC UTILITIES SEWER, WATER, DRAINAGE AND CABLE TV" SAID EASEMENT TO BE FOR INSTALLATION, MAINTENANCE, RELOCATION AND REMOVAL OF GAS FACILITIES.

STORMWATER MANAGEMENT AREA EASEMENT OVER LOT 1 FOR THE BENEFIT OF LOTS 1, 2 AND 3 PROVISION

A NON-EXCLUSIVE EASEMENT IS HEREBY RESERVED FOR AND GRANTED APPURTENANT TO AND FOR THE BENEFIT OF LOTS 1, 2 AND 3 AND THE OWNERS THEREOF, THEIR SUCCESSORS AND ASSIGNS OVER ALL AREAS PLOTTED HEREON AND INDICATED AS "STORMWATER MANAGEMENT EASEMENT" FOR THE PERPETUAL, RIGHT, PRIVILEGE AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, GRADE, REGRADE, CLEAN, REPAIR, INSPECT, OPERATE, AND OTHERWISE MAINTAIN IN AN UNRESTRICTED MANNER A SYSTEM OF STORM DRAINAGE, MANHOLES, INLETS, OVERLAND DRAINAGE SWALES AND STORMWATER MANAGEMENT BASIN FOR THE CONVEYANCE AND TEMPORARY RUNOFF OF STORMWATER TRIBUTARY THERETO TOGETHER WITH THE RIGHT OF ACCESS OVER, UPON, AND THROUGH SAID EASEMENT FOR THE NECESSARY INDIVIDUALS AND EQUIPMENT TO PERFORM SAID FUNCTIONS. THE RIGHT IS ALSO GRANTED TO CUT DOWN, TRIM, OR REMOVE TREES, BUSHES, VEGETATION AND OBSTACLES WITHIN SAID EASEMENT AREA FOR THE USES AND PURPOSES HEREIN SET FORTH. NO BUILDINGS, SHEDS, SWIMMING POOLS OR OBJECTS AND EQUIPMENT SUBJECT TO DAMAGE DUE TO FLOODING/INUNDATION SHALL BE PLACED OR SITUATED ON SAID EASEMENT AND NO EARTH FILL OR EXTENSIVE MATERIALS SHALL BE DEPOSITED OR EXTENSIVE REGRADING WORK UNDERTAKEN THAT WOULD HINDER OR OBSTRUCT THE CONVEYANCE OF STORM DRAINAGE OR DISPLACE ANY STORMWATER STORAGE VOLUME POTENTIALLY AVAILABLE DURING TIMES OF PEAK RUNOFF. SAID EASEMENT AREAS MAY BE USED HOWEVER FOR GARDENS, TREES, PLANTS, LAWN AND OTHER LANDSCAPING IMPROVEMENTS AND FOR OTHER USES AND PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID EASEMENT USES AND RIGHTS.

SURFACE WATER DRAINAGE CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK)

TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF THIS SUBDIVISION ON ANY PART THEREOF, OR THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, ADEQUATE PROVISION HAS BEEN MADE FOR THE COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREA OR DRAINS WHICH THE SUBDIVIDER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL NOT BE DEPOSITED ON THE PROPERTY OF ADJOINING LAND OWNERS IN SUCH CONCENTRATIONS AS MAY CAUSE DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.

DATED THIS _____ DAY OF _____ A.D. 20__

IL REGISTERED PROFESSIONAL ENGINEER _____

STATE REGISTRATION NUMBER _____ ITS _____

REGISTRATION EXPIRATION DATE _____ BY _____ ITS _____

MISSION TO RECORD

STATE OF ILLINOIS)
COUNTY OF DUPAGE)

I, EDWARD J. MURRAY, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF ILLINOIS, HEREBY DESIGNATE THE VILLAGE CLERK OF THE VILLAGE OF ELK GROVE VILLAGE TO RECORD THIS PLAT OF SUBDIVISION OF NEXSTAR WITH THE COOK COUNTY RECORDER OF DEEDS AND REGISTRAR OF TITLE. THIS DESIGNATION IS GRANTED UNDER THE RIGHT TO DESIGNATE SUCH RECORDING UNDER CHAPTER 103, SECTION 2 OF THE ILLINOIS REVISED STATUTES.

DATED THIS _____ DAY OF _____ A.D. 2023.

EDWARD J. MURRAY
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-037
MY LICENSE EXPIRES ON NOVEMBER 30, 2024
V3 COMPANIES LTD. PROFESSIONAL DESIGN FIRM NO. 184000002
THIS DESIGN FIRM NUMBER EXPIRES APRIL 30, 2025

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE)

THIS IS TO CERTIFY THAT I, EDWARD J. MURRAY, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 437, HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY

THE EAST 3/4 OF THE SOUTHEAST 1/4 (EXCEPT THE SOUTH 20 ACRES THEREOF) ALSO (EXCEPTING THAT PART FALLING ROAD), SECTION 33, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

I FURTHER CERTIFY THAT THE PROPERTY SHOWN ON THE PLAT HEREOF DRAWN IS SITUATED WITHIN 1 1/2 MILES OF THE CORPORATE LIMITS OF THE VILLAGE OF ELK GROVE VILLAGE WHICH HAS ADOPTED A COMPREHENSIVE PLAN AND WHICH IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE II OF ILLINOIS MUNICIPAL CODE AS HERETOFORE AND HEREAFTER AMENDED.

I FURTHER CERTIFY THAT THE ANNEXED PLAT IS A CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF. PERMANENT MONUMENTS WILL BE SET AT ALL LOT CORNERS, EXCEPT WHERE CONCRETE MONUMENTS ARE INDICATED.

I FURTHER CERTIFY THAT THE ABOVE DESCRIBED AREA FALLS IN ZONE X, AREAS OF MINIMUM FLOOD HAZARD PER FIRM MAP NUMBER 170312D183, EFFECTIVE DATE, AUGUST 15, 2008.

DATED THIS _____ DAY OF _____ A.D. 2023.

EDWARD J. MURRAY
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-037
MY LICENSE EXPIRES ON NOVEMBER 30, 2024
V3 COMPANIES LTD. PROFESSIONAL DESIGN FIRM NO. 184000002
THIS DESIGN FIRM NUMBER EXPIRES APRIL 30, 2025
emj@edjcs.com

V Engineers 7325 James Avenue, Suite 100
Woodridge, IL 60517
Schematics 630.724.9200 voice
Surveys 630.724.0344 fax
v3co.com

PREPARED FOR
Tribune Real Estate
515 N State St. - 24th Floor
Chicago, IL 60611
312-222-4511

NO.	DATE	REVISIONS
1	05/11/22	REMOVE LOT 10 CONVEYANCE
2	05/11/22	REVISE PERMITS COMMENTS
3	05/02/22	REVISE LOT 3
4	05/02/22	REVISE PERMITS COMMENTS
5	05/02/22	REVISE PERMITS COMMENTS
6	05/02/22	REVISE PERMITS COMMENTS
7	05/02/22	REVISE PERMITS COMMENTS

FINAL PLAT OF SUBDIVISION

NEXSTAR - ELK GROVE VILLAGE, IL

DRAFTING COMPLETED: 05/11/22 DRAWN BY: EJM PROJECT MANAGER: EJM
FIELD WORK COMPLETED: 04/12/22 CHECKED BY: EJM SCALE: 1" = 100'

Project No. 210230
Group No. VP04.1
SHEET NO. 2 OF 2

Block F
Landscape Plan

DANIEL WEINBACH
&
PARTNERS, LTD.
Landscape Architects
1142 W. Madison Street
Suite 205
Chicago, IL 60607
312.427.2888

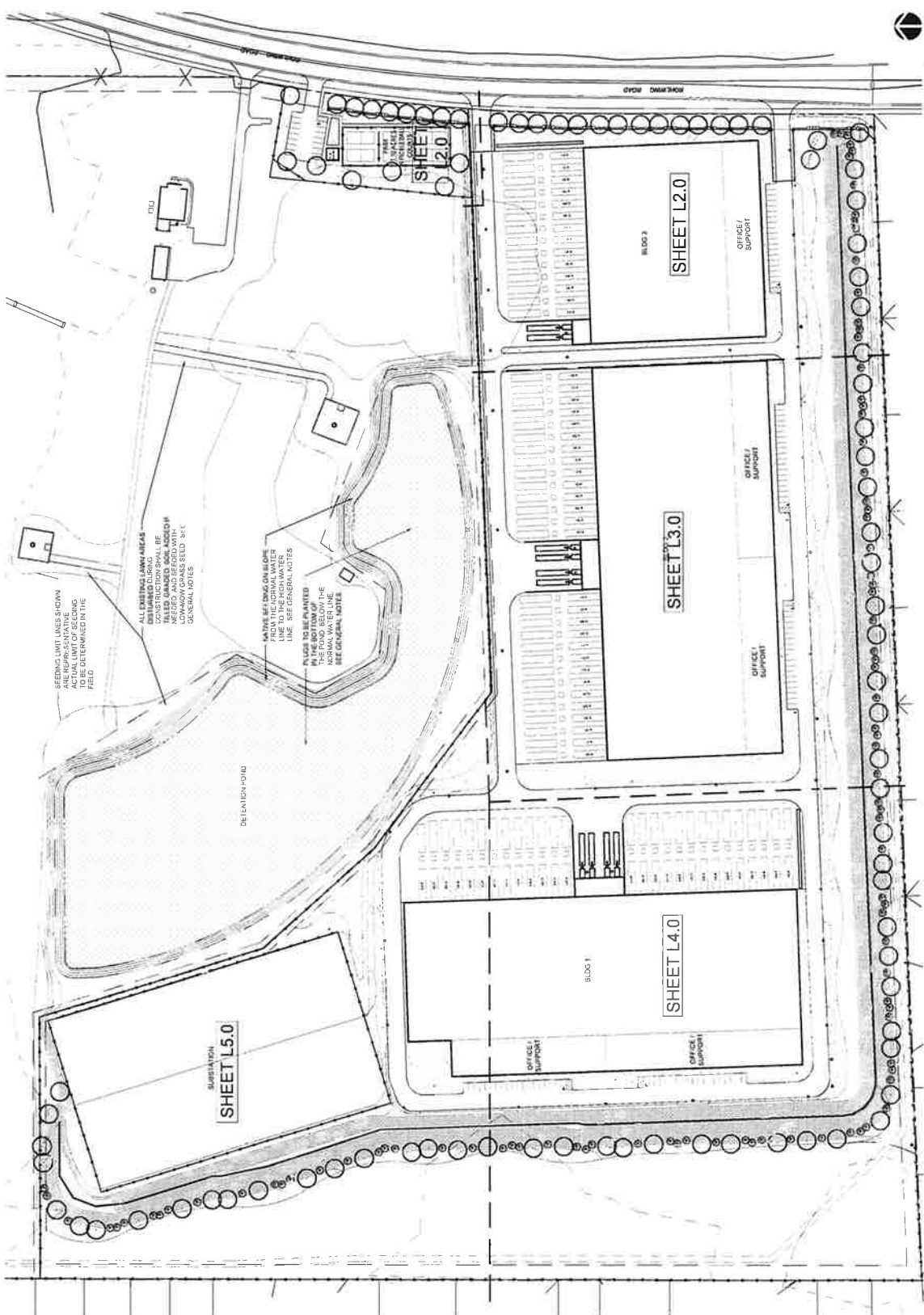


Rev.	Comments
1	ISSUED FOR REVIEW ONLY
2	PER OWNER COMMENTS
3	PER OWNER COMMENTS
4	PER VILLAGE COMMENTS
5	PER VILLAGE COMMENTS

NEXSTAR
MEDIA GROUP
720 ROHWLING ROAD
ELK GROVE VILLAGE, IL 60120

OVERALL
LANDSCAPE
PLAN

Date:	01/09/22	Project No.:	01/20-148
Scale:	1" = 48'-0"	Sheet No.:	
Drawn By:	FERGUSON	Sheet Title:	L1.0
Approved:	FERGUSON		



1 OVERALL LANDSCAPE PLAN
T-1-823



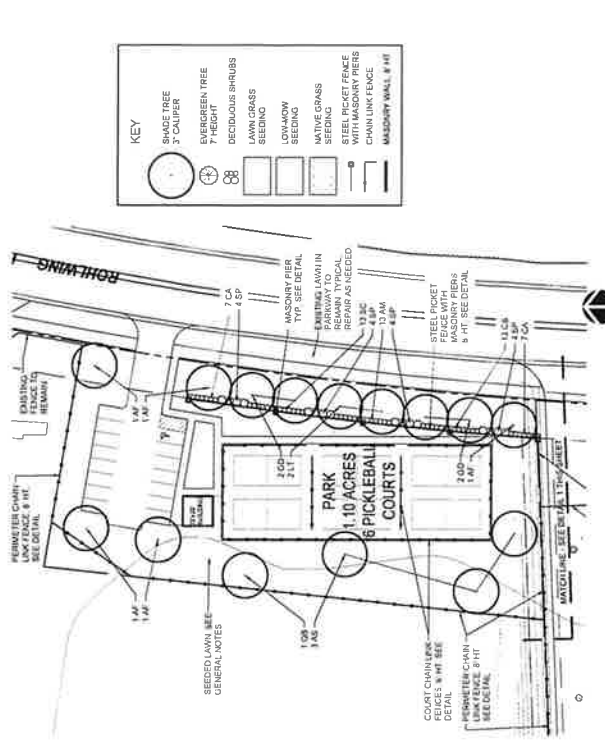
Revisions	By	Date
1. PER VALANCE COMMENTS	4/20/23	
2. PER VALANCE COMMENTS	4/20/23	
3. PER VALANCE COMMENTS	2/27/23	
4. PER OWNER COMMENTS	9/22/22	
5. PER VALANCE COMMENTS	8/24/22	

NEXSTAR MEDIA GROUP

1142 W. Madison Street
ELK GROVE VILLAGE, IL 60007

LANDSCAPE PLAN

Client	02022	Project No.	OMP 20148
Scale	1" = 40'-0"	Sheet No.	
Drawn By	TERISSON	Scale	L2.0
Approved			



2 LANDSCAPE PLAN
1" = 40'-0"

PLANT LIST

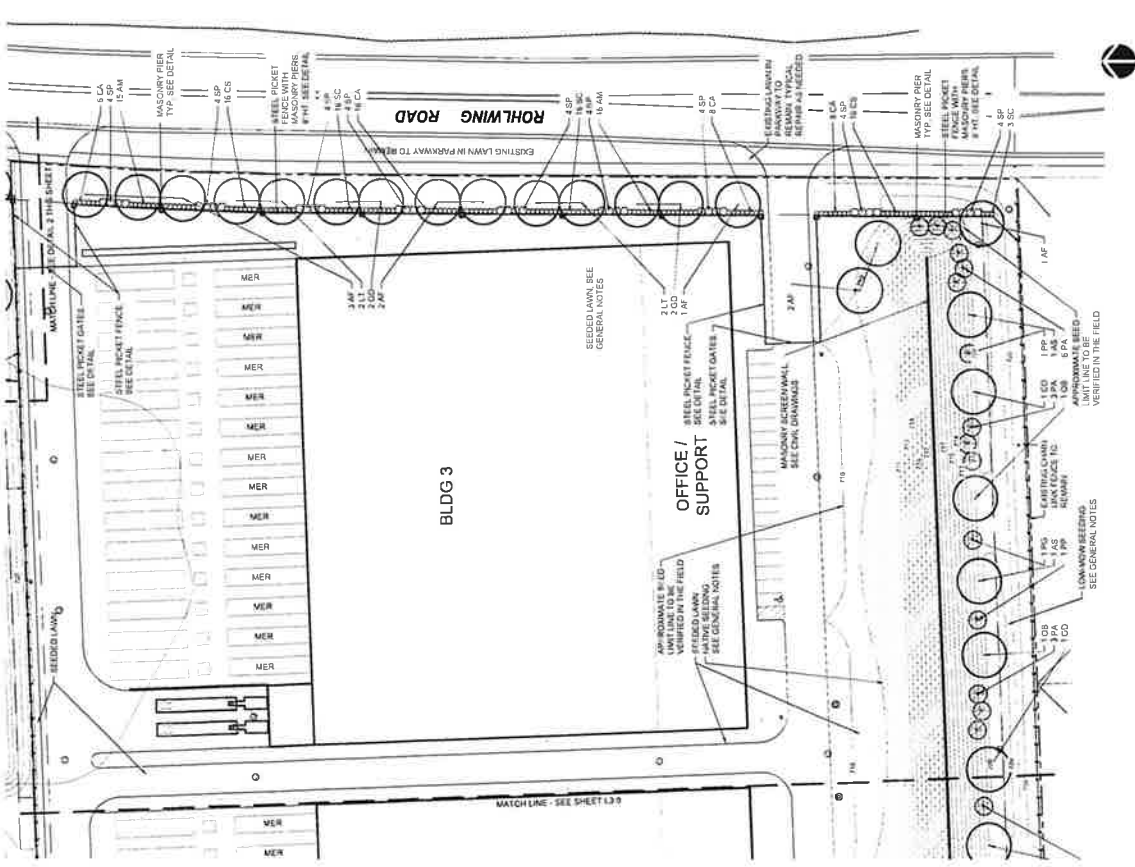
CODE	BOTANICAL NAME	COMMON NAME	SIZE	QTY	NOTES	NATIVE
AF	ACER FREEMANTII 'F' UNBRED	AUTUMN LEAF MAPLE	2' CALIPER	14	BRANCHED UP 'F'	YES
AS	ASPERULUM FRESH WINDY	GREEN AND PINK BLOSSOM	2' CALIPER	13	BRANCHED UP 'F'	YES
CD	CESTRUM GIBBERNIFOLIUM	CESTRUM	2' CALIPER	18	BRANCHED UP 'F'	YES
CO	COFFEA ARABICA	ARABICA COFFEE TREE	2' CALIPER	18	BRANCHED UP 'F'	YES
LT	LIRIODENDRON TULIPIFERA	TULIP TREE	2' CALIPER	11	BRANCHED UP 'F'	YES
UB	QUERCUS BICOLORE	SHAMP WHITE OAK	2' CALIPER	11	BRANCHED UP 'F'	YES
AW	ARUNDO DONAX	REED	7' HI x 3" W	35	SINGLE LEAF	NO
PA	POA PRATIENSIS	BLACK LILY POND	7' HI x 1.5" W	35	BRIDGE LEAF	NO
PP	POA PASPALES	COLORED GREEN POND	7' HI x 1.5" W	35	BRIDGE LEAF	NO
AM	ARUNDO DONAX	REED	18' HI x 2.5" W	41	5 GAL. CONT.	YES
CA	CRATAEGUS AMERICANA	RAW JERBY TEA	18' HI x 2.5" W	52	5 GAL. CONT.	YES
SC	SPIRALUA PALMA MISS MM	MISS MM PALM	18' HI x 2.5" W	41	5 GAL. CONT.	NO
SP	SPIRALUA PALMA MISS MM	MISS MM PALM	22' HI x 2.5" W	52	7 GAL. CONT.	NO

PLANT VARIETY PERCENTAGES

TREES - 184 TOTAL	SHRUBS - 290 TOTAL
AF 6%	AM 18%
AS 6%	CA 1%
CD 9%	SC 21%
CO 9%	SP 21%
LT 8%	UB 18%
UB 18%	PP 16%
PP 16%	

BOUNDARY AREA PLANTINGS TABLE

BOUNDARY AREA	PLANTING	PLANTING
ROHLWING ROAD BOUNDARY - PER 1' F	1' F	1' F
EXISTING DRIVEWAY BOUNDARY - PER 1' F	1' F	1' F
WORKING DRIVEWAY BOUNDARY - PER 1' F	1' F	1' F
TREES REQUIRED (1 PER 40' F)	30	
TREES PROVIDED (SHADE TREES)	21	
SHRUBS REQUIRED (8 PER 40' F)	61	
SHRUBS PROVIDED	28	



1 LANDSCAPE PLAN
1" = 40'-0"

DANIEL WEINBACH & PARTNERS, LTD.
 Landscape Architects
 1142 W. Madison Street
 Chicago, IL 60607
 312.467.2885



1. PER OWNER COMMENTS	92222
2. PER OWNER COMMENTS	92222
3. PER VILLAGE COMMENTS	20792
4. PER VILLAGE COMMENTS	40792
5. PER VILLAGE COMMENTS	42672

NEXSTAR MEDIA GROUP

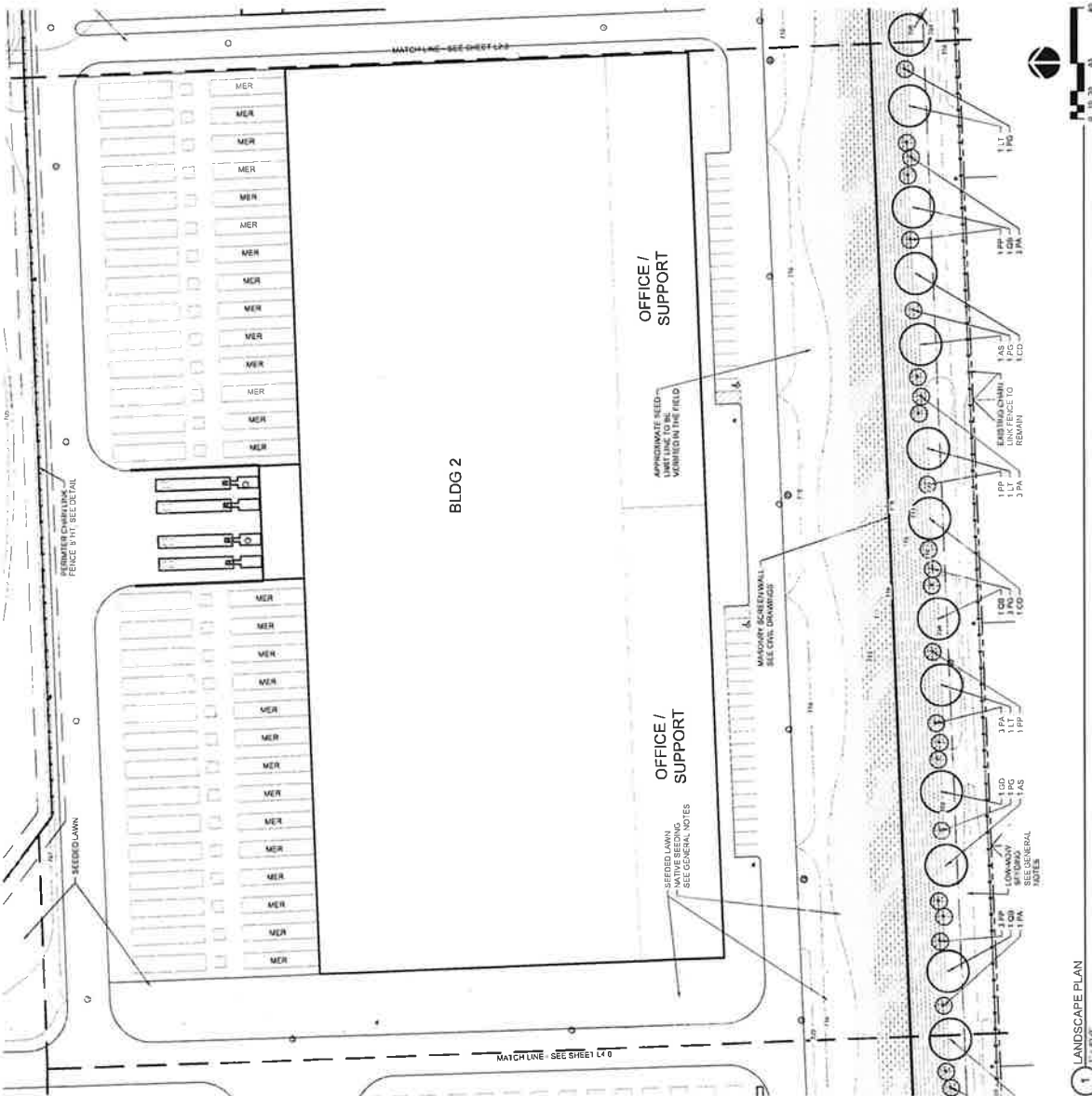
129 HIGHWAY ROAD
 ELK GROVE VILLAGE, IL 60007

LANDSCAPE PLAN

Drawn	6/8/22	Project No.	OWP 23-149
Scale	1" = 42'-0"	Sheet No.	L3.0
Drawn By	FERGUSON	Approved	FERGUSON

KEY

	SHADE TREE 3" CALIPER
	MATURE TREE
	DECIDUOUS SHRUB
	EVERGREEN SHRUB
	NATIVE GRASS
	STEEL DECK FENCE WITH MASLINK FENCES
	CHAINLINK FENCE
	MASLINK WALL 8' HT



1 LANDSCAPE PLAN
 1" = 42'-0"

DANIEL WEINBACH & PARTNERS, LTD.
 Landscape Architects
 1122 W. Madison Street
 Suite 202
 Chicago, IL 60607
 312.472.9888



1.	PER VILLAGE COMMENTS	4/29/22
2.	PER VILLAGE COMMENTS	4/29/22
3.	PER VILLAGE COMMENTS	5/10/22
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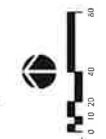
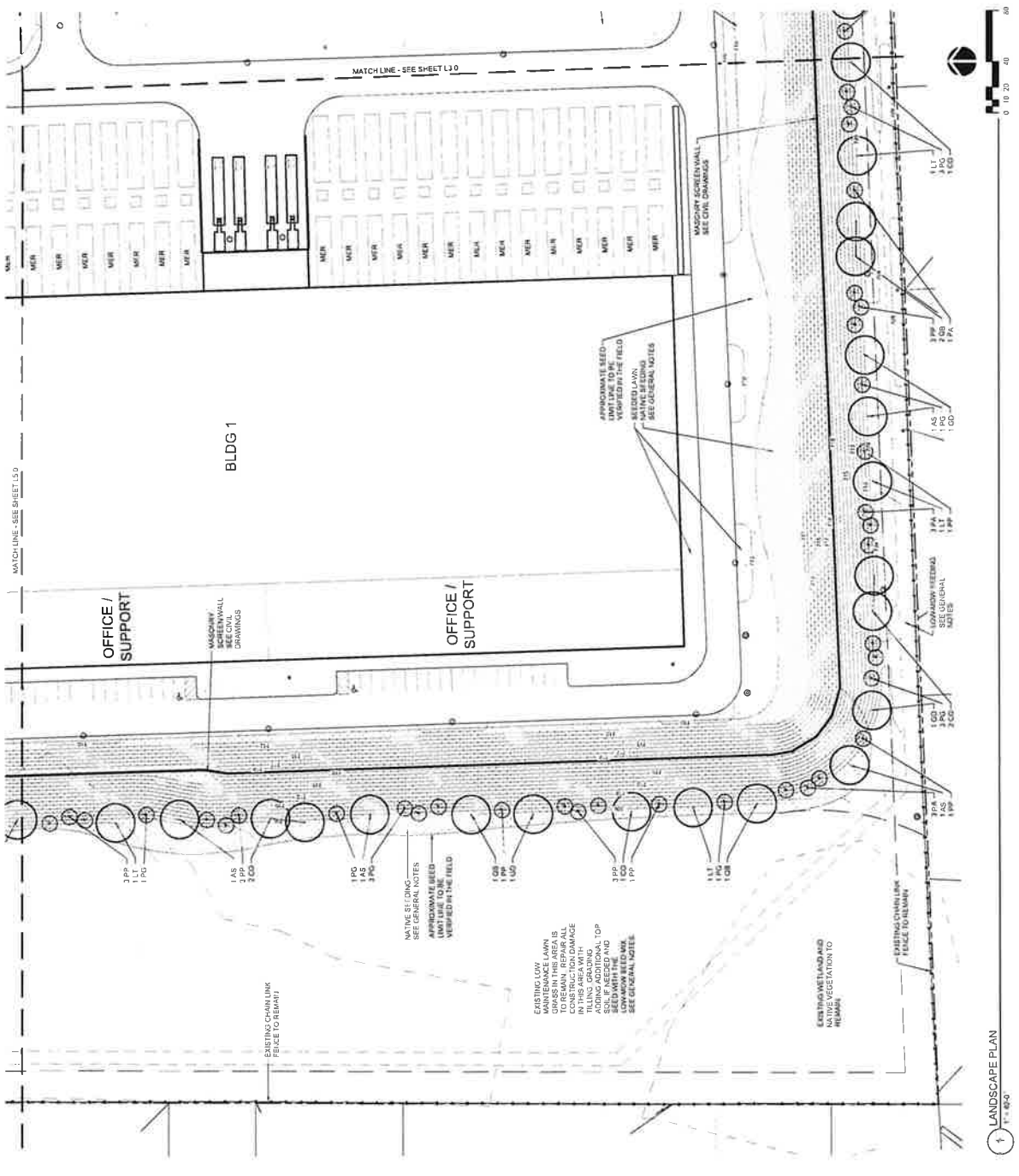
NEXSTAR MEDIA GROUP
 720 ROCKWING ROAD
 ELK GROVE VILLAGE, IL 60120

LANDSCAPE PLAN

Drawn By	Project No.	Revision
FERGUSON	201418	01
Checked By	Scale	Sheet Title
FERGUSON	1" = 40'-0"	L4.0
Approved		

KEY

	SHADE TREE
	3 COPPER
	EVERGREEN TREE
	7' HEIGHT
	DECIDUOUS SHRUB
	LAWN GRASS
	SEEDLING
	LOW MOW
	SEEDLING
	NATIVE GRASS
	SEEDLING
	STEEL PICKET FENCE WITH MASONRY PIERS
	CHAINLINK FENCE
	MASONRY WALL 8' HI



LANDSCAPE PLAN
 1" = 40'-0"

DANIEL WEINBACH & PARTNERS, LTD.
 Landscape Architects
 1142 W. Madison Street
 Suite 206
 Chicago, IL 60607
 312.647.2889

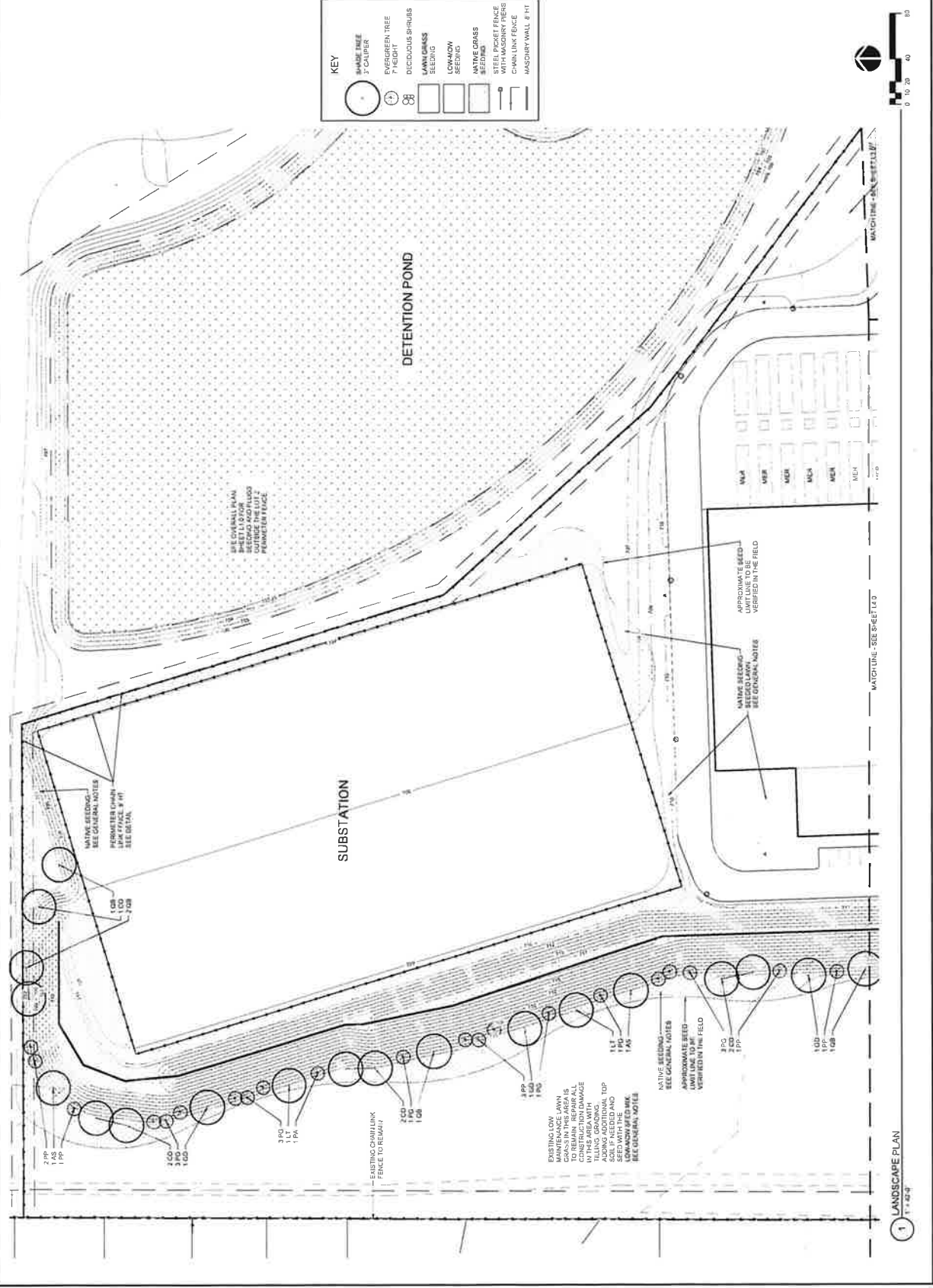


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NEXSTAR MEDIA GROUP
 723 ROCKLAND ROAD
 ELK GROVE VILLAGE, IL 60027

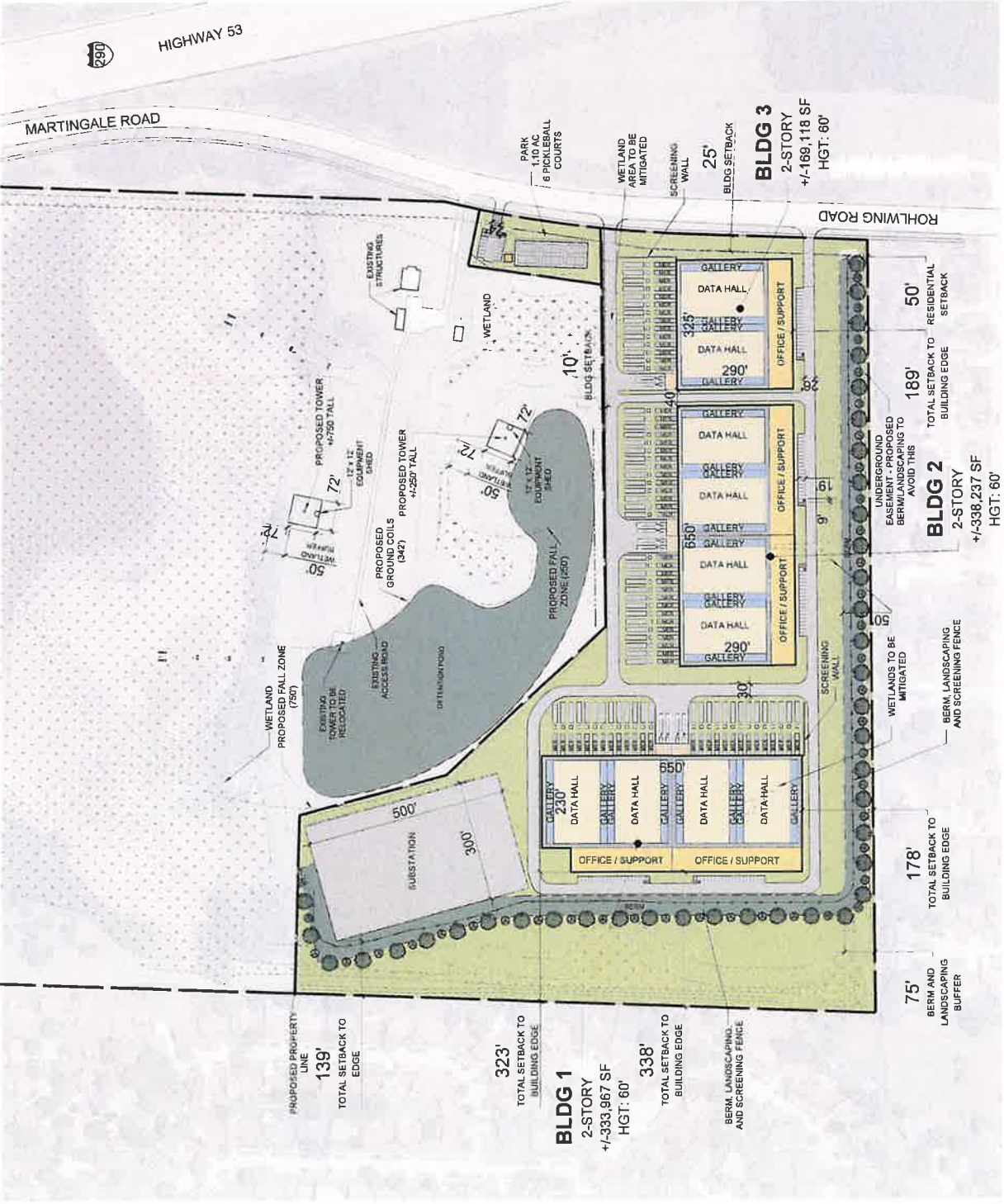
LANDSCAPE PLAN

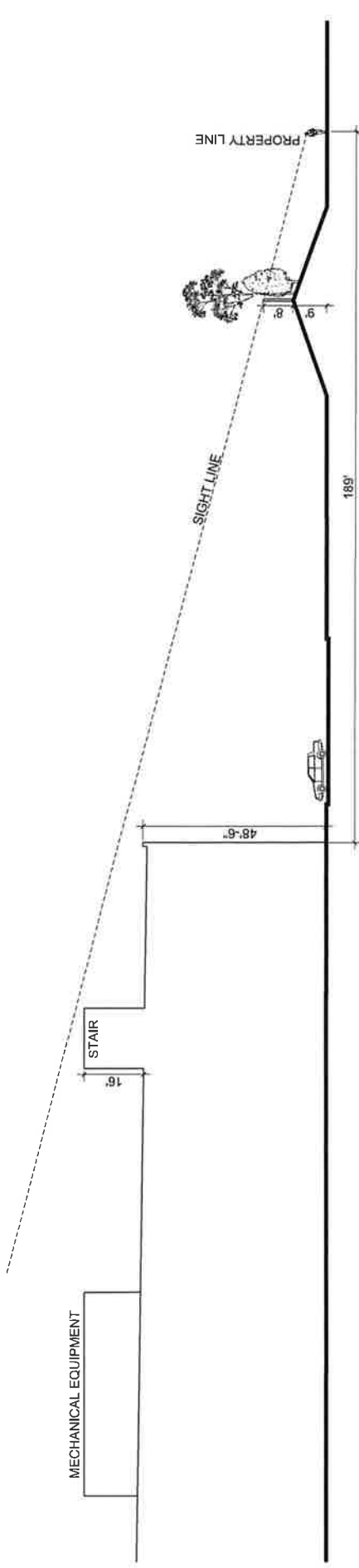
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 Drawn By: FERGUSON
 L5.0



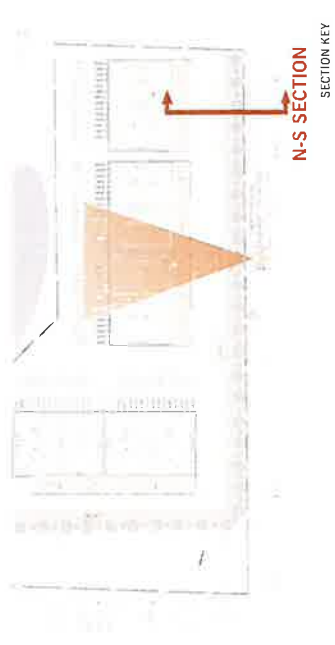
1 LANDSCAPE PLAN
 T-1-429

PROJECT DATA:	
SITE AREA:	40,522 AC
	1,765,266 SF
F.A.P.	0.48
BUILDING AREA:	
BUILDING 1	333,967 SF
BUILDING 2	338,237 SF
BUILDING 3	169,118 SF
TOTAL BUILDING AREA	671,322 SF
COVERAGE:	
GROSS:	46%
NET:	46%
BUILDING 1	
FIRST FLOOR AREA:	334,262 SF
SECOND FLOOR AREA:	150,425 SF
TOTAL BUILDING AREA:	333,967 SF
DOCK-HIGH DOORS:	4
HEIGHT (MAXIMUM):	60
AUTO PARKING:	36 STALLS
	140 STALLS
	2 STALLS
	2 STALLS
BLDG SETBACK FROM RESIDENTIAL: 338 FROM WESTERN PL	
BLDG SETBACK FROM RESIDENTIAL: 178 FROM SOUTHERN PL	
BUILDING 2	
FIRST FLOOR AREA:	338,632 SF
SECOND FLOOR AREA:	149,605 SF
TOTAL BUILDING AREA:	338,237 SF
DOCK-HIGH DOORS:	4
HEIGHT (MAXIMUM):	60
AUTO PARKING:	38 STALLS
	140 STALLS
	2 STALLS
REQ. ACCESSIBLE	
BLDG SETBACK FROM RESIDENTIAL: 189 FROM SOUTHERN PL	
BUILDING 3	
FIRST FLOOR AREA:	94,316 SF
SECOND FLOOR AREA:	74,802 SF
TOTAL BUILDING AREA:	169,118 SF
DOCK-HIGH DOORS:	2
HEIGHT (MAXIMUM):	60
AUTO PARKING:	19 STALLS
	60 STALLS
	7 STALLS
REQ. ACCESSIBLE	
BLDG SETBACK FROM RESIDENTIAL: 189 FROM SOUTHERN PL	





PERSPECTIVE - SOUTH



This conceptual design is based upon a preliminary review of entitlement requirements and an unperfected and preliminary site analysis. The information and data presented herein are for illustrative purposes only and does not necessarily reflect municipal code requirements. All colors shown are for representational purposes only. Refer to material samples for actual color verification.

SITE SECTION AND PERSPECTIVE
 NEXSTAR
 ELK GROVE VILLAGE, IL - CH122-0011-00

WARE MALCOMB
 08-15-2022
 #116 4



EXHIBIT I

Phased Construction Plan

PHASE 1A – Months 1 - 12

Phase 1A shall include construction of the following:

- Perimeter berm
- Screen wall
- All perimeter landscaping
- Residential rear yard drainage system
- Village storm sewer system
- Public sidewalk
- Pickleball Courts

PHASE 1B – Months 1 - 36

Phase 1B shall include construction of the following:

- Building 3 (east structure)
- Northerly detention pond
- Installation of drive aisles, parking lots, and utilities required to service Building 3

PHASE 2 – Months 37 - 60

Phase 2 shall include construction of the following:

- Construction of Building 2 (central structure)
- Installation of drive aisles, parking lots, and utilities required to service Building 2

PHASE 3 - Months 61 - 96

Phase 3 shall include construction of the following:

- Construction of Building 1 (west structure)
- Installation of drive aisles, parking lots, and utilities required to service Building 1

PRELIMINARY ENGINEERING PLANS

FOR

NEXSTAR

720 ROHLWING ROAD
ELK GROVE VILLAGE, ILLINOIS

Professional Engineer
Illinois License No. 021-000000000

PROJECT TEAM
OWNER/DEVELOPER Tribune Real Estate Holdings, LLC 303 East Wacker Drive Chicago, Illinois 60601 Contact: Phil Serron
ENGINEER V3 Companies, Ltd. 7325 Janes Avenue Woodridge, Illinois 60517 630 724 9200 Project Manager: Brad Praschman; P.E. bprschman@v3co.com Project Engineer: Lisa A. Cassaidy; P.E. lcassaidy@v3co.com
ARCHITECT Ware Malcomb 1315 22nd Street, Suite 410 Oak Brook, Illinois 60523 630 218 0663 Contact: Charles Swanson



BENCHMARKS
SOURCE: NGS MONUMENT
STATION DESIGNATION: 65M27
DESCRIPTION: 3" DIA. BRASS BENCH MARK (B.M.) SET OUT AT THE INTERSECTION OF THE CENTERLINE OF THE EAST SIDE OF WACKER DRIVE AND THE CENTERLINE OF THE EAST SIDE OF WACKER DRIVE. DATE: 08-13-2008
STATION DESIGNATION: 65M28
DESCRIPTION: 3" DIA. BRASS BENCH MARK (B.M.) SET OUT AT THE INTERSECTION OF THE CENTERLINE OF THE EAST SIDE OF WACKER DRIVE AND THE CENTERLINE OF THE EAST SIDE OF WACKER DRIVE. DATE: 08-13-2008
STATION DESIGNATION: 65M29
DESCRIPTION: 3" DIA. BRASS BENCH MARK (B.M.) SET OUT AT THE INTERSECTION OF THE CENTERLINE OF THE EAST SIDE OF WACKER DRIVE AND THE CENTERLINE OF THE EAST SIDE OF WACKER DRIVE. DATE: 08-13-2008

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PROFESSIONAL ENGINEER'S CERTIFICATION

I, **LISA A. CASSAIDY**, A LICENSED PROFESSIONAL ENGINEER OF ILLINOIS, HEREBY CERTIFY THAT I AM THE DESIGNER OF THE ABOVE TITLED PROJECT AND THAT I AM A MEMBER IN GOOD STANDING OF THE PROFESSIONAL ENGINEERS OF ILLINOIS SOCIETY OF PROFESSIONAL ENGINEERS OF ILLINOIS.

DATE: 08-13-2023

ILLINOIS LICENSE NUMBER: 021-000000000

800.892.0423
Call 48 hours before you dig

Joint Utility Locating Information for Excavators

REVISIONS	NO. DATE DESCRIPTION
1	08/13/23 ISSUED FOR VILLAGE REVIEW
2	08/22/23 VILLAGE COMMENTS
3	08/22/23 VILLAGE COMMENTS
4	08/22/23 VILLAGE COMMENTS
5	08/22/23 VILLAGE COMMENTS

TITLE SHEET	NEXSTAR	ELK GROVE VILLAGE 720 ROHLWING ROAD
PROJECT NO.	2024-003	ISSUE DATE: 08-20-2023
DATE:	08/13/23	DESCRIPTION:
SCALE:	AS SHOWN	PROJECT NO.:
DRAWN BY:	LAC	CHECKED BY:
DATE:	08/13/23	DATE:
SCALE:	AS SHOWN	SCALE:

CO.0

725 Janes Avenue
Woodridge, IL 60517
www.v3co.com

C1.0



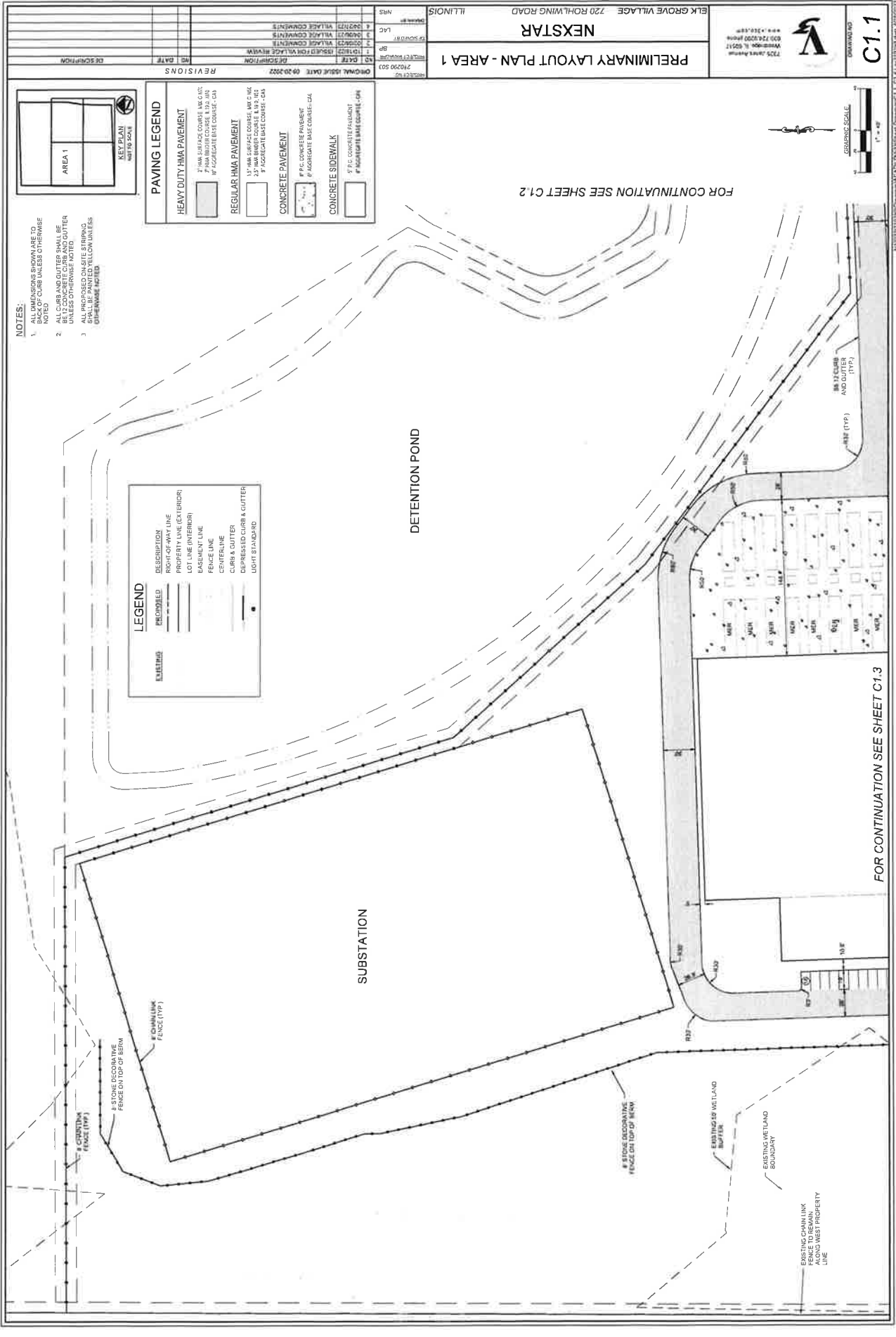
725 James Avenue
Wood Dale, IL 60517
630.722.8200
www.nexstar.com

OVERALL SITE PLAN
NEXSTAR
ILLINOIS
ELK GROVE VILLAGE 720 ROHLWING ROAD

NO.	DATE	DESCRIPTION
1	09/25/2022	ORIGINAL DESIGN DATE
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NOTES:

1. ALL DIMENSIONS SHALL BE TO BACK OF CURB UNLESS OTHERWISE NOTED
2. ALL CURB AND GUTTER SHALL BE UNLESS OTHERWISE NOTED
3. ALL PROPOSED ON-SITE STRIPING SHALL BE YELLOW UNLESS OTHERWISE NOTED



SYMBOL	DESCRIPTION
(Dashed line)	RIGHT-OF-WAY LINE
(Dashed line)	PROPERTY LINE EXTENSION
(Dashed line)	LOT LINE (IF APPLICABLE)
(Dashed line)	EASEMENT LINE
(Dashed line)	FENCE LINE
(Dashed line)	CENTERLINE
(Dashed line)	CURB & GUTTER
(Dashed line)	DEPRESSED CURB & GUTTER
(Dashed line)	LIGHT STANDARD

PAVING LEGEND	
	HEAVY DUTY HMA PAVEMENT
	2" HMA SURFACE COURSE - MB C-10
	2" HMA BINDER COURSE - MB C-10
	AGGREGATE BASE COURSE - CA
	REGULAR HMA PAVEMENT
	1.5" HMA SURFACE COURSE - MB C-10
	1.5" HMA BINDER COURSE - MB C-10
	AGGREGATE BASE COURSE - CA
	CONCRETE PAVEMENT
	4" CONC. CONCRETE PAVEMENT
	AGGREGATE BASE COURSE - CA
	CONCRETE SIDEWALK
	4" CONC. CONCRETE PAVEMENT
	AGGREGATE BASE COURSE - CA

DRAWING NO. **C1.1**
 PROJECT NO. **720 ROHLWING ROAD**
 CLIENT **NEXSTAR**
 PROJECT TITLE **PRELIMINARY LAYOUT PLAN - AREA 1**
 DATE **09-20-2022**
 DRAWN BY **[Name]**
 CHECKED BY **[Name]**
 APPROVED BY **[Name]**
 ILLINOIS

FOR CONTINUATION SEE SHEET C1.2

FOR CONTINUATION SEE SHEET C1.3

1310271012012022-09-20-2022-09-20-2022-09-20-2022



PRELIMINARY LAYOUT PLAN - AREA 2
 NEXSTAR
 ELK GROVE VILLAGE 720 ROHLWING ROAD
 ILLINOIS

NO.	DATE	DESCRIPTION
1	09-20-2022	ISSUE FOR REVIEW
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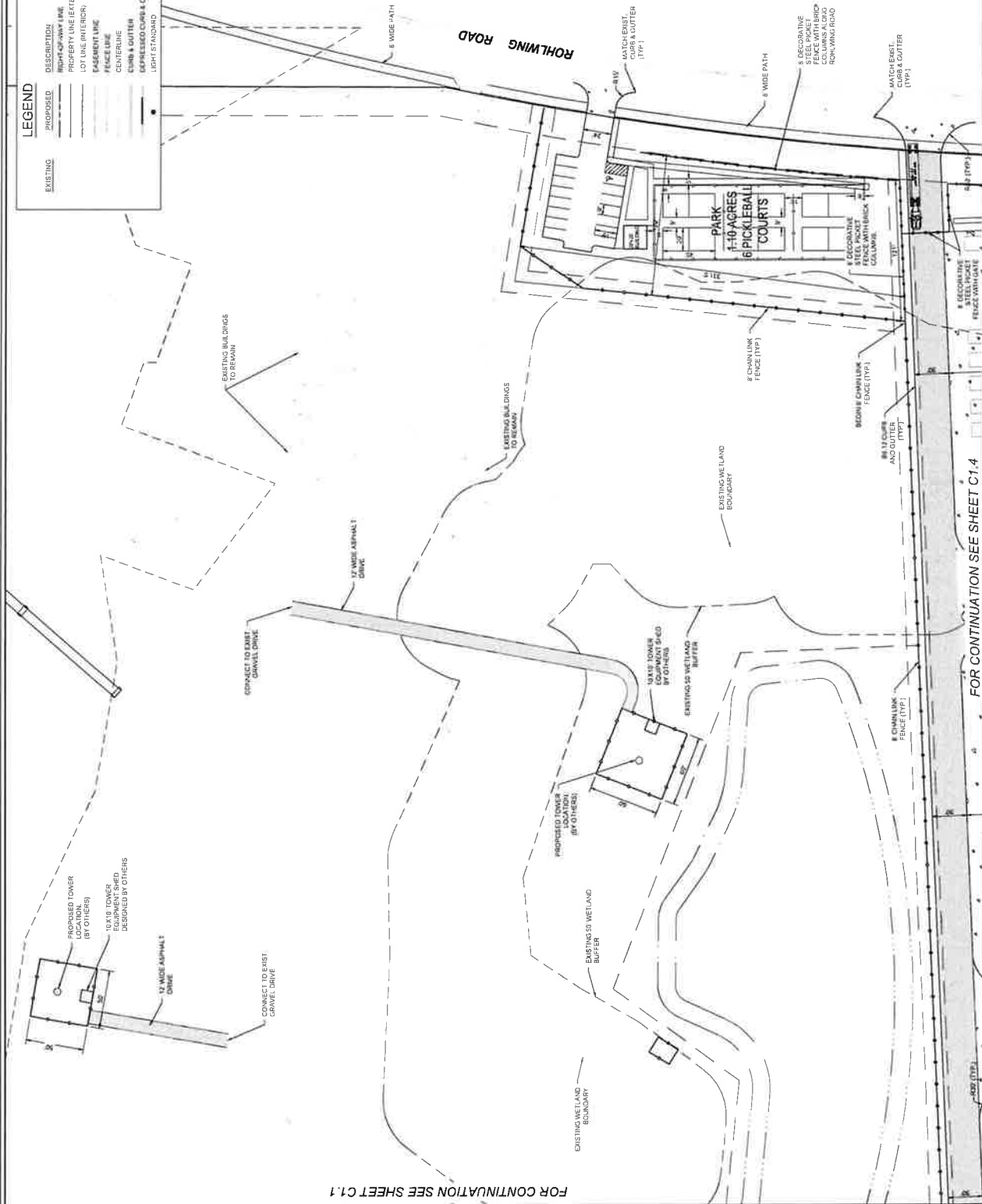
LEGEND

EXISTING	PROPOSED	DESCRIPTION
(Symbol)	(Symbol)	PROPERTY LINE EXTENSION
(Symbol)	(Symbol)	LOT LINE INTERIOR
(Symbol)	(Symbol)	EASEMENT LINE
(Symbol)	(Symbol)	FENCE LINE
(Symbol)	(Symbol)	CENTERLINE
(Symbol)	(Symbol)	CURB & GUTTER
(Symbol)	(Symbol)	EXPRESSED CURB & GUTTER
(Symbol)	(Symbol)	LIGHT STANDARD

- NOTES:**
1. ALL DIMENSIONS SHOWN ARE TO UNLESS OTHERWISE NOTED.
 2. ALL CURB AND GUTTER SHALL BE UNLESS OTHERWISE NOTED.
 3. ALL PROPOSED ON-SITE STRIPING SHALL BE PAINTED YELLOW UNLESS OTHERWISE NOTED.

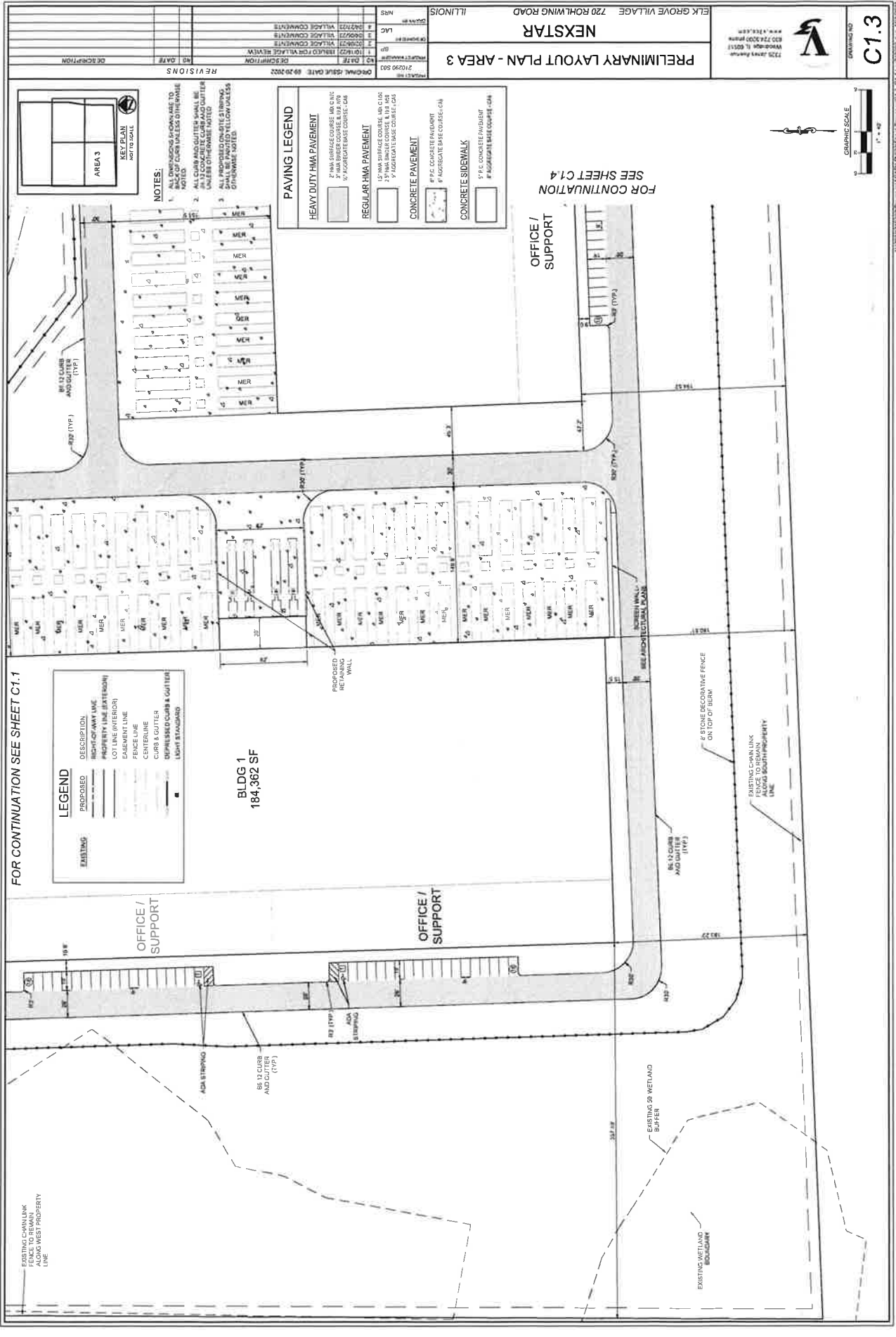
PAVING LEGEND

(Symbol)	HEAVY DUTY HMA PAVEMENT
(Symbol)	REGULAR HMA PAVEMENT
(Symbol)	CONCRETE PAVEMENT
(Symbol)	CONCRETE SIDEWALK



FOR CONTINUATION SEE SHEET C1.4

FOR CONTINUATION SEE SHEET C1.1



FOR CONTINUATION SEE SHEET C1.1

LEGEND

PROPOSED	DESCRIPTION
	RIGHT-OF-WAY LINE
	PROPERTY LINE (ESTERON)
	LOT LINE (INTERIOR)
	EASEMENT LINE
	FENCE LINE
	CENTERLINE
	CURB'S LOCATION
	CURB & GUTTER
	LIGHT STANDARD

EXISTING

NOTES:

- ALL LOT PAVING SHOWN ARE TO BE CONFORMING TO THE 2012 ILLINOIS CONSTITUTION.
- ALL CURB AND GUTTER SHALL BE 15" MINIMUM HEIGHT AND 18" MINIMUM WIDTH UNLESS OTHERWISE NOTED.
- ALL PROPOSED ON-DUTY STRIPING SHALL BE PAINTED YELLOW UNLESS OTHERWISE NOTED.

PAVING LEGEND

	HEAVY DUTY HMA PAVEMENT 2" HMA SURFACE COURSE MIN. 1.5% MIN. AGGREGATE BASE COURSE 6" MIN. AGGREGATE BASE COURSE 6" MIN.
	REGULAR HMA PAVEMENT 1.5" HMA SURFACE COURSE MIN. 1.5% MIN. AGGREGATE BASE COURSE 6" MIN. AGGREGATE BASE COURSE 6" MIN.
	CONCRETE PAVEMENT 8" F.C. CONCRETE FAK/PORT 8" FORTIGATE BASE COURSE 6" MIN.
	CONCRETE SIDEWALK 5" F.C. CONCRETE FAK/PORT 8" FORTIGATE BASE COURSE 6" MIN.

FOR CONTINUATION SEE SHEET C1.4



C1.3

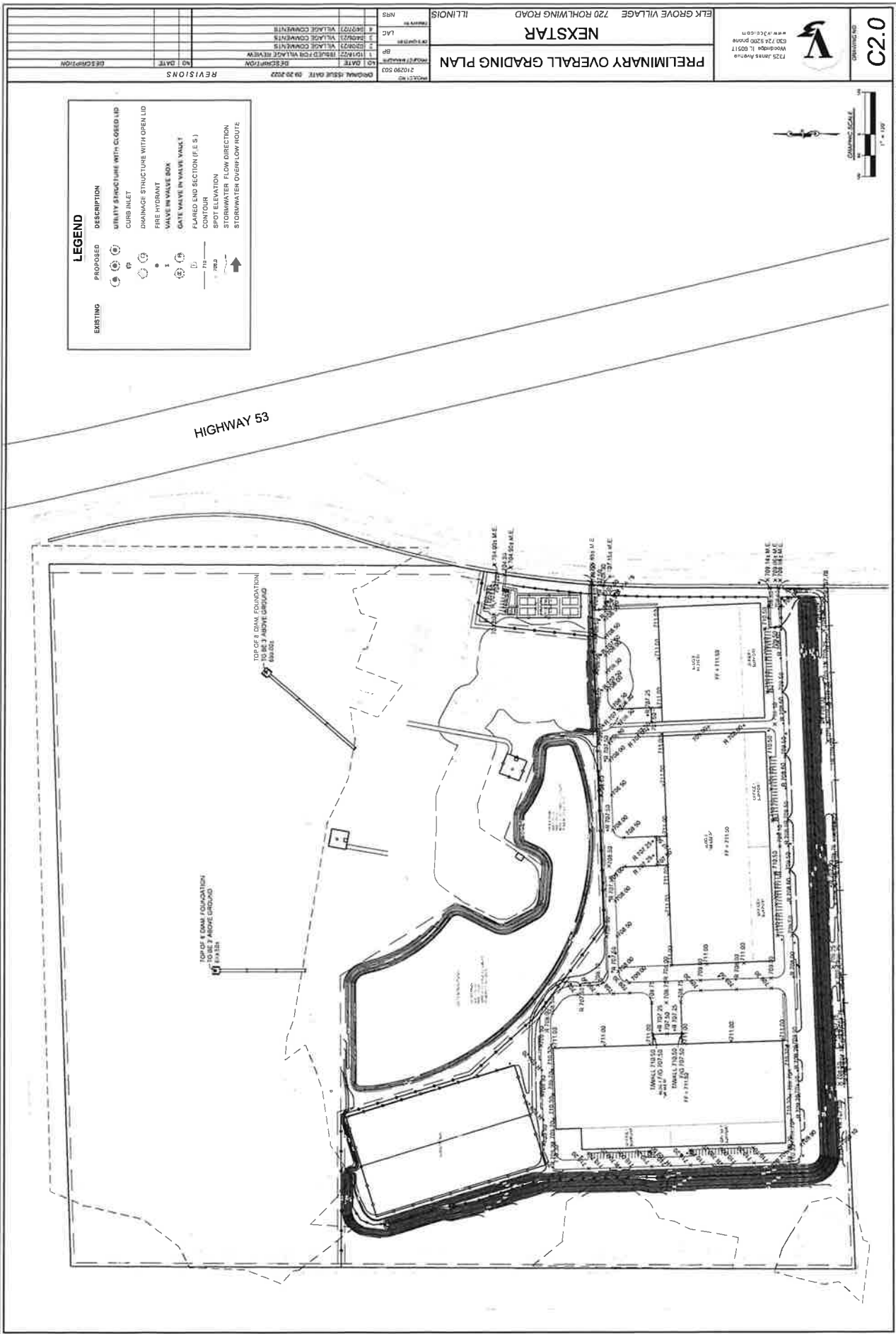


7725 James Avenue
Woodridge, IL 60517
Tel: 708.260.0000
www.nexstar.com

NEXSTAR
PRELIMINARY LAYOUT PLAN - AREA 3
ILLINOIS
ELK GROVE VILLAGE 720 ROHLWING ROAD

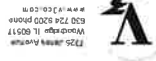
REVISIONS

NO.	DATE	DESCRIPTION
1	09/20/2022	ORIGINAL ISSUE DATE: 09/20/2022
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C2.1



NEXSTAR

PRELIMINARY GRADING PLAN - AREA 1

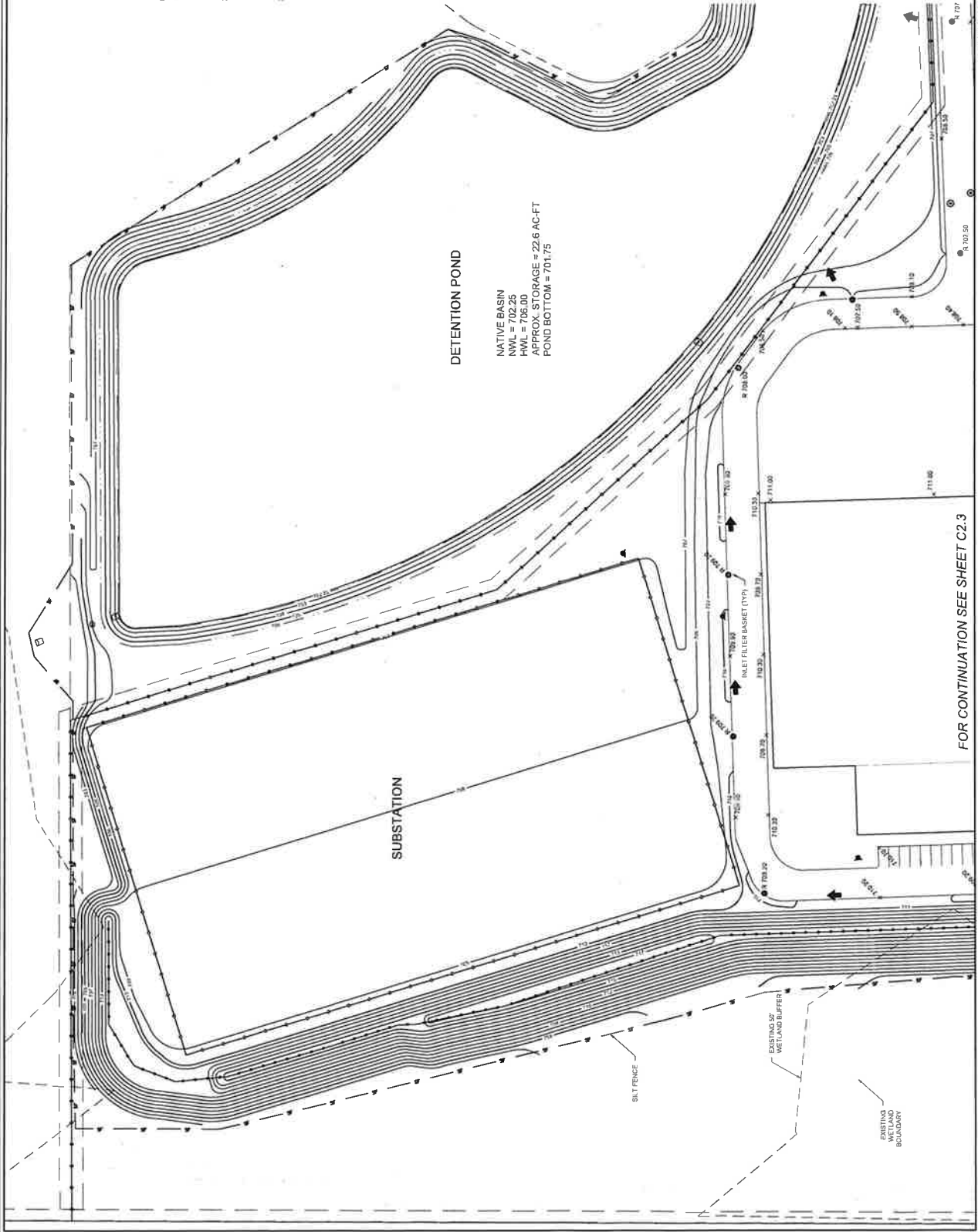
ELK GROVE VILLAGE 720 ROHLWING ROAD ILLINOIS

NO.	DATE	DESCRIPTION
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- NOTES**
1. ALL PAVEMENT SPOT GRADES SHALL BE SHOWN WITHIN 10' OF ALL CURBS AND ALL GRADES SHALL BE SHOWN WITHIN 2' OF ALL INTERSECTIONS. PAVEMENT ELEVATIONS UNLESS OTHERWISE NOTED.
 2. ALL ELEVATIONS SHOWN DEFLECT OTHER THAN NOTED. SUBTRACT OTHER ELEVATIONS FROM THE PAVEMENT SECTION TO OBTAIN SUBGRADE ELEVATIONS.
 3. PROPOSED 15% GRADE SLOPE AND 4.0% MAXIMUM LONGITUDINAL SLOPE SHALL BE MAINTAINED UNLESS OTHERWISE NOTED. PLEASE NOTE THAT THE ELONGATION OF THE SLOPE SHALL BE MAINTAINED UNLESS OTHERWISE NOTED. PLEASE NOTE THAT THE ELONGATION OF THE SLOPE SHALL BE MAINTAINED UNLESS OTHERWISE NOTED. PLEASE NOTE THAT THE ELONGATION OF THE SLOPE SHALL BE MAINTAINED UNLESS OTHERWISE NOTED.



FOR CONTINUATION SEE SHEET C2.2



FOR CONTINUATION SEE SHEET C2.3



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725 West Ave
 Westmont, IL 60571
 P: 708.502.1100
 F: 708.502.1101

NEXSTAR

ELK GROVE VILLAGE 720 ROHLWING ROAD

PRELIMINARY GRADING PLAN - AREA 2

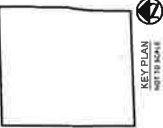
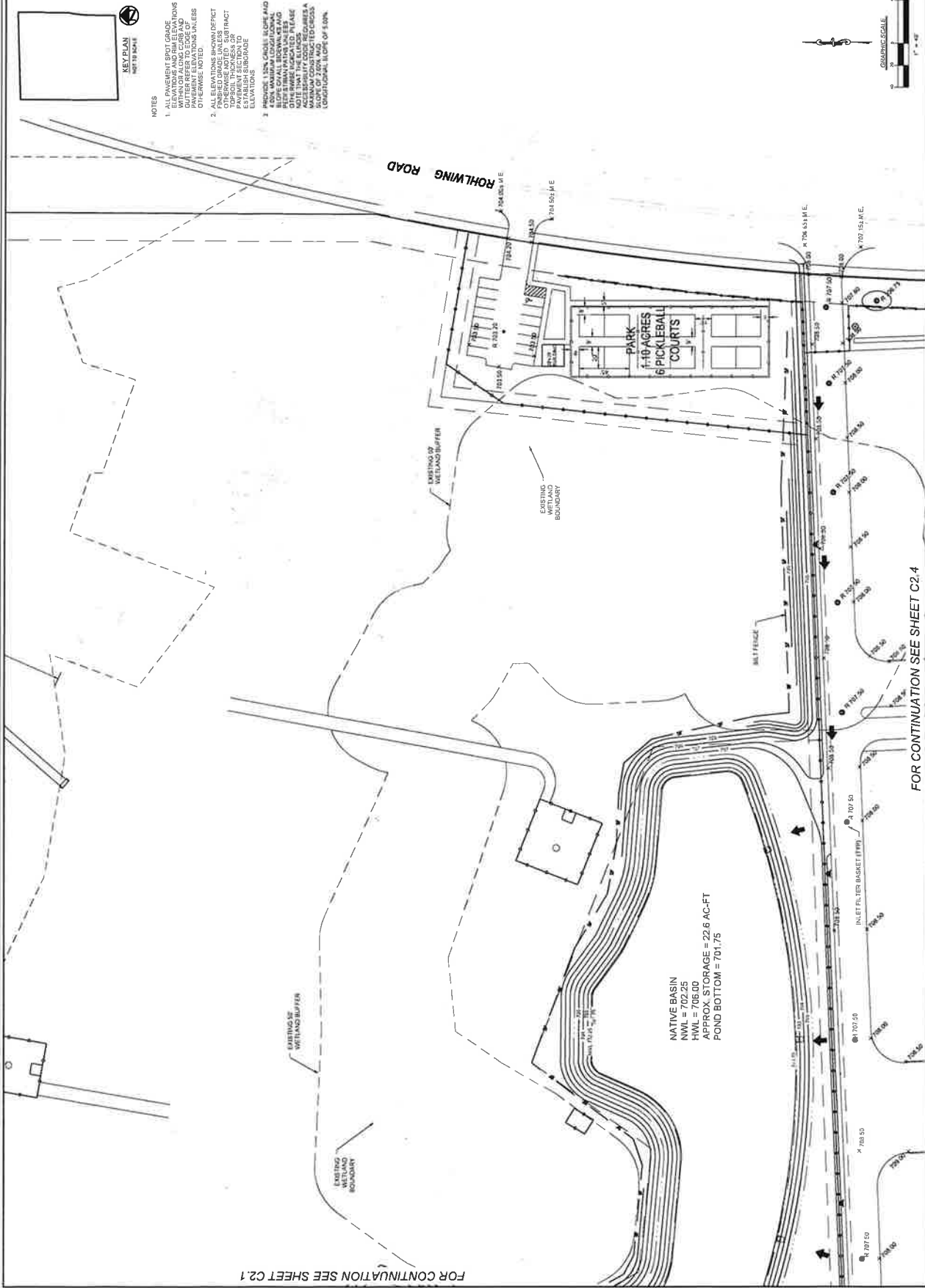
ROHLWING ROAD

PARK
 4.10 ACRES
 6 PICKLEBALL
 COURTS

NATIVE BASIN
 NWL = 702.25
 HWL = 706.00
 APPROX. STORAGE = 22.6 AC-FT
 POND BOTTOM = 701.75

FOR CONTINUATION SEE SHEET C2.4

FOR CONTINUATION SEE SHEET C2.1



- NOTES
- ALL PAVEMENT SPOT GRADE ELEVATIONS WITHIN OR ALONG CURB AND GUTTER SHALL BE FINISHED GRADE UNLESS OTHERWISE NOTED.
 - PAVEMENT ELEVATIONS UNLESS OTHERWISE NOTED, SUBTRACT 1.5% FROM THE FINISHED GRADE ELEVATIONS TO OBTAIN THE SUBGRADE ELEVATIONS.
 - PREPARE 1.5% CHOLE ICING AND 2.0% CHOLE ADJUSTMENT AND REFER TO THE SPECIFICATIONS FOR FURTHER INFORMATION. NOTE THAT THE ELANDS CONTRACTOR SHALL BE RESPONSIBLE FOR A MAINTENANCE CONTRACT TO MAINTAIN THE ELANDS CONTRACTOR'S CONSTRUCTION TO A MINIMUM OF 1.0%.

NO.	DATE	DESCRIPTION



PROJECT NO.	210290.003
DATE	3/4/2022
PROJECT LOCATION	ELK GROVE VILLAGE 720 ROHLWING ROAD
PROJECT NUMBER	
DESIGNER	
SCALE	
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DESCRIPTION	
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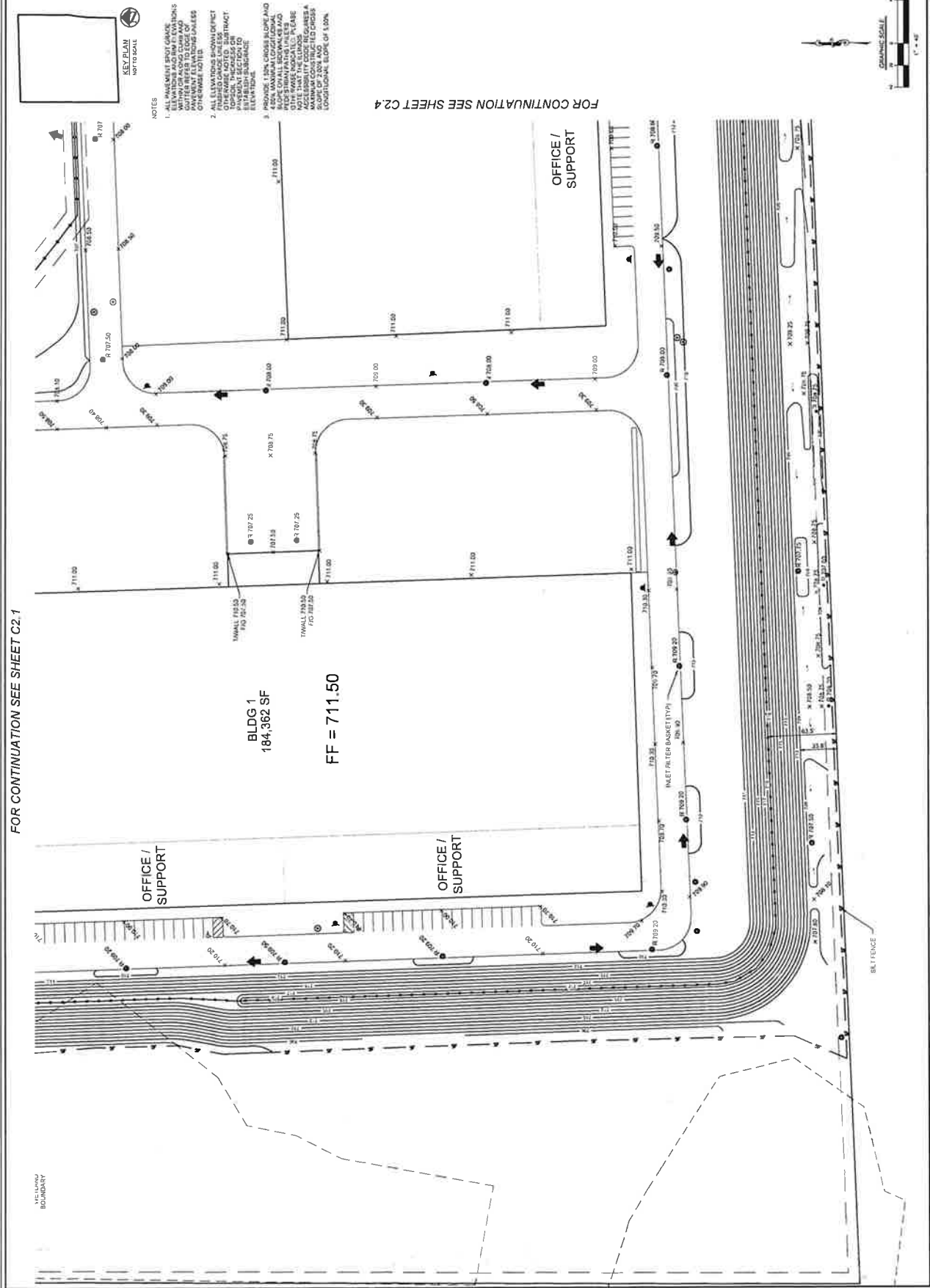
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1725 James Avenue
Woodridge, IL 60517
630.745.8228
www.jac.com

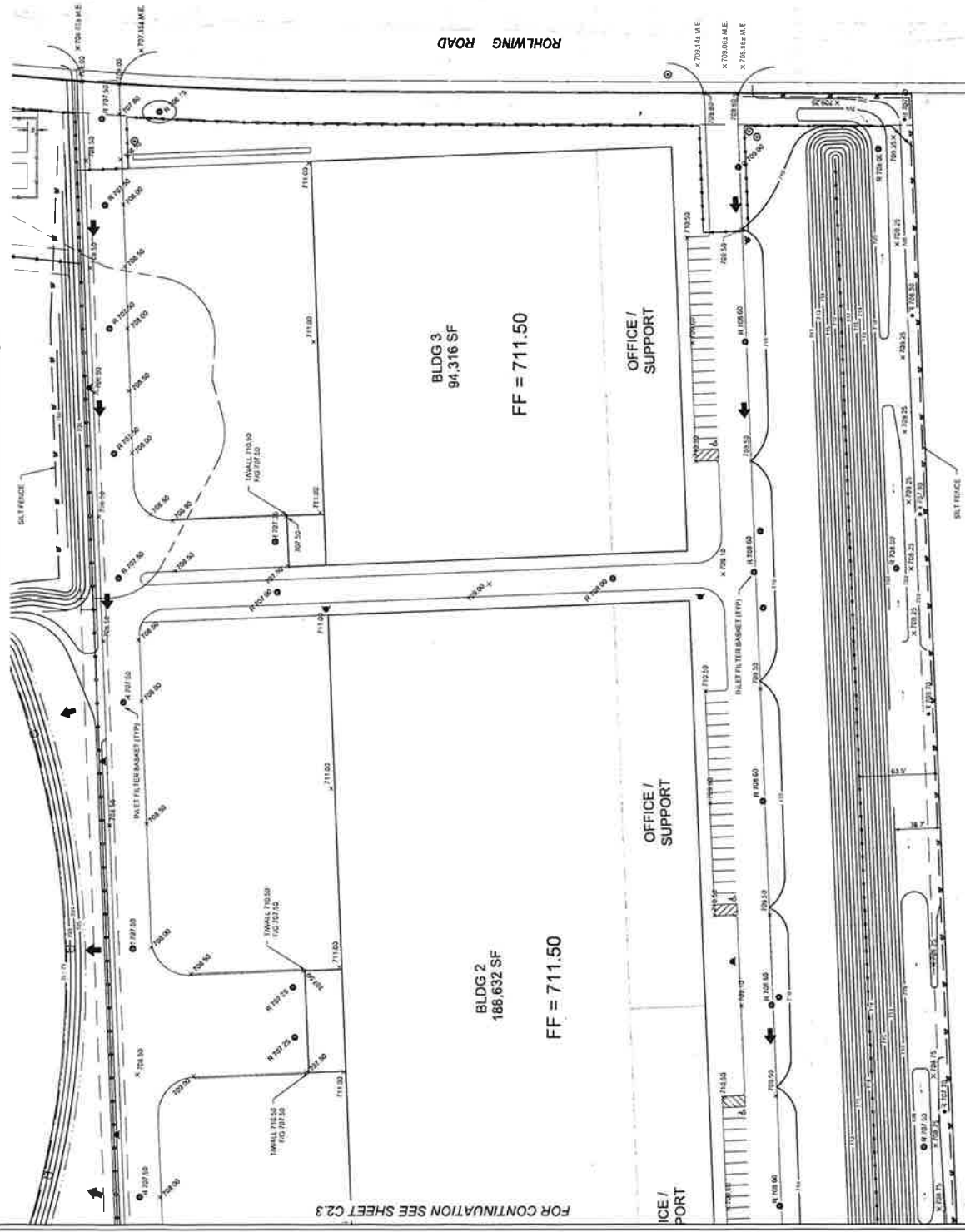
PRELIMINARY GRADING PLAN - AREA 3
ILLINOIS
NEXSTAR
ELK GROVE VILLAGE 720 ROHLWING ROAD

NO.	DATE	DESCRIPTION
1	09/20/2024	ISSUED FOR VILLAGE REVIEW
2	09/20/2024	ISSUED FOR VILLAGE COMMENTS
3	09/20/2024	ISSUED FOR VILLAGE COMMENTS
4	09/20/2024	ISSUED FOR VILLAGE COMMENTS
5	09/20/2024	ISSUED FOR VILLAGE COMMENTS



FOR CONTINUATION SEE SHEET C2.2

FOR CONTINUATION SEE SHEET C2.3



- NOTES**
1. ALL ELEVATIONS SHOWN ON THIS PLAN ARE FINISHED GRADE UNLESS OTHERWISE NOTED.
 2. ALL ELEVATIONS SHOWN ON THIS PLAN ARE FINISHED GRADE UNLESS OTHERWISE NOTED.
 3. PROVIDE 1:0% CROSS SLOPE AND 4:0% MINIMUM LONGITUDINAL SLOPE TO DRAINAGE DITCHES AND PERFORM PAVING TO MAINTAIN PROPER DRAINAGE. SEE NOTES ON THE PLAN FOR DRAINAGE DETAILS.

REVISIONS

NO.	DATE	DESCRIPTION
1	08/20/2022	ISSUED FOR VILLAGE REVIEW
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PRELIMINARY GRADING PLAN - AREA 4
 NEXSTAR
 ELK GROVE VILLAGE 720 ROHLWING ROAD
 ILLINOIS

720 2nd Avenue
 Elmhurst, IL 60120
 630.754.5000
 www.nexstar.com

C2.4

GRAPHIC SCALE
 1" = 40'

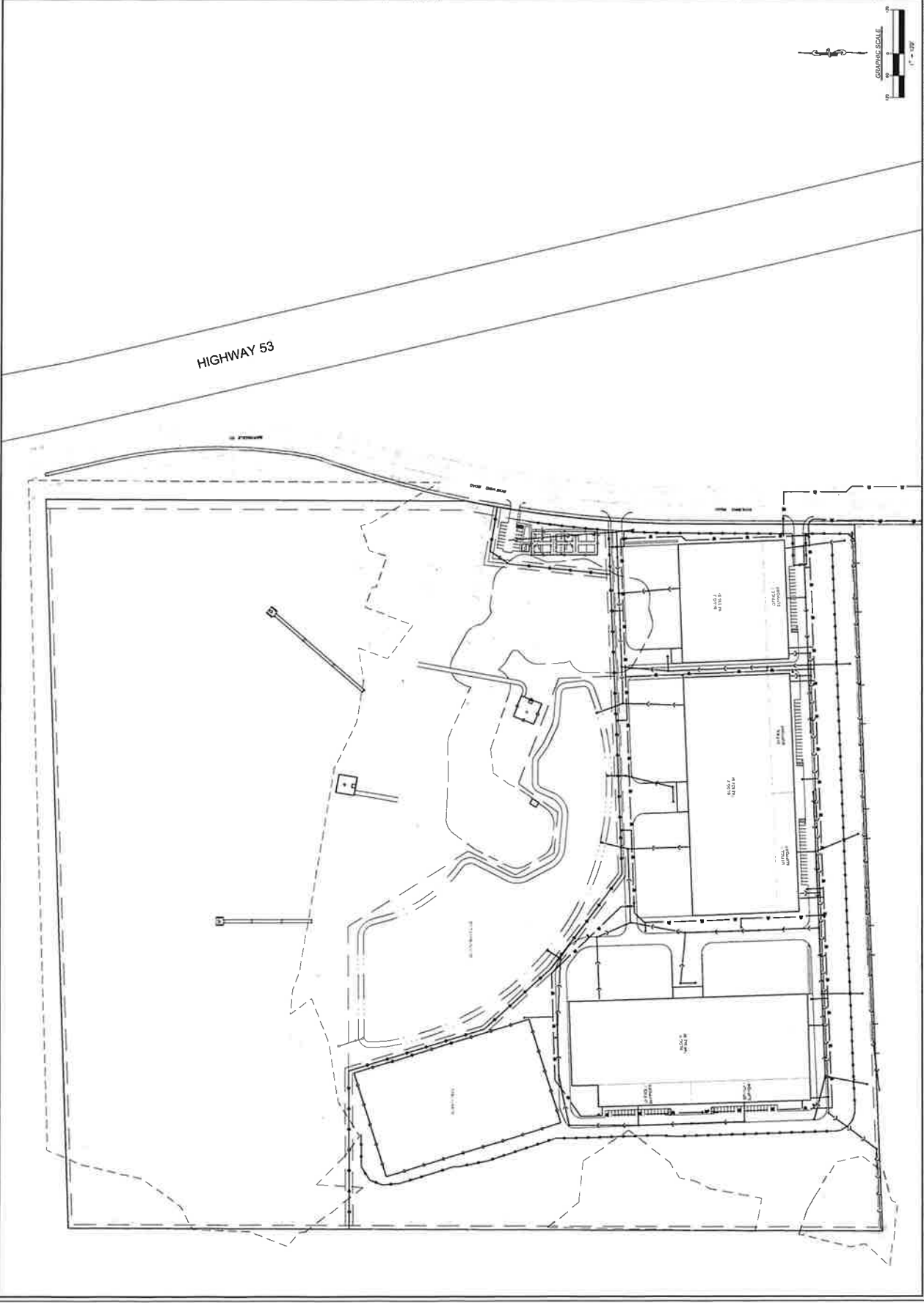
C3.0

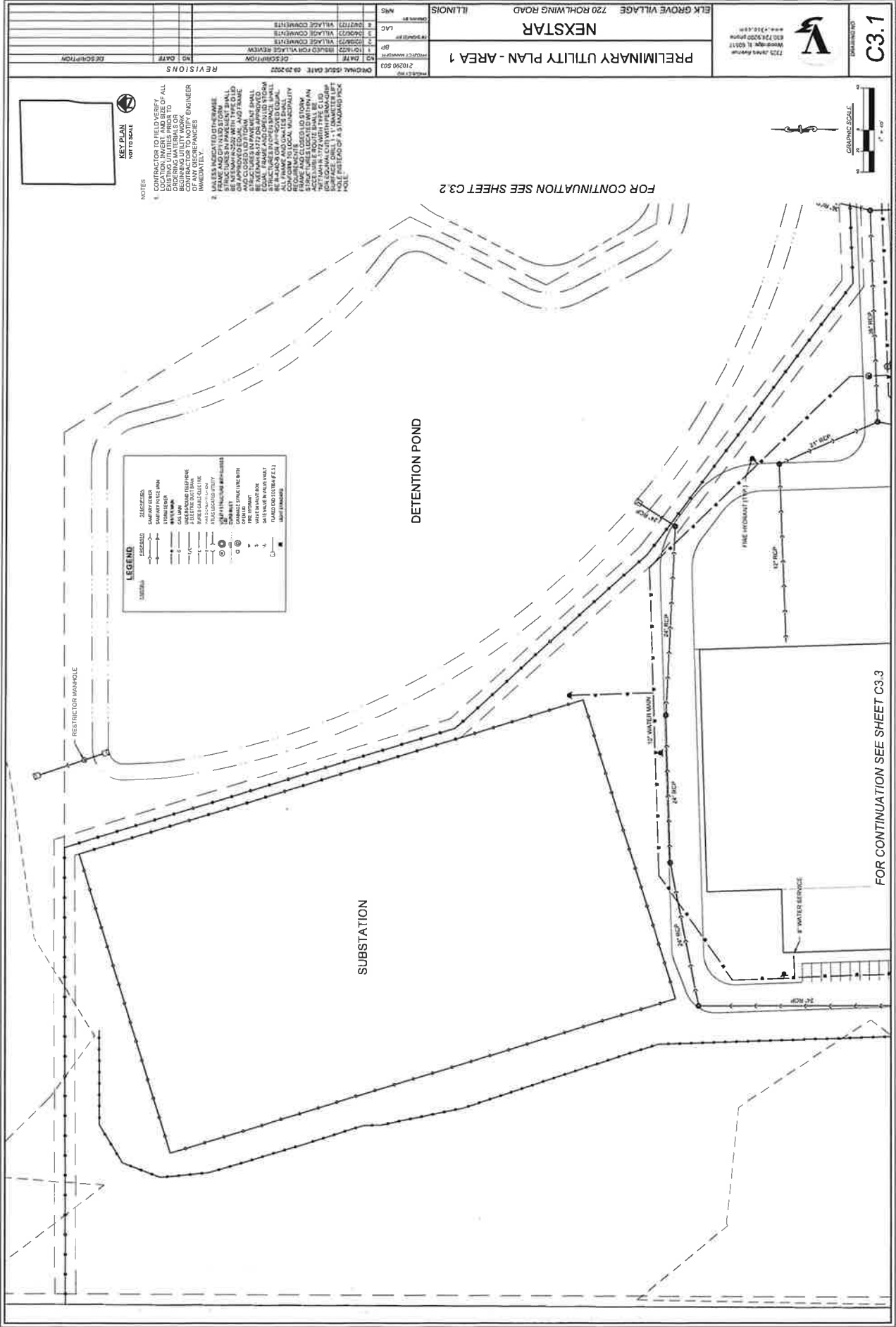


725 JAMES AVENUE
MILWAUKEE, WI 53219
TEL: 414.224.4200
WWW.AEBL.COM

ELK GROVE VILLAGE 720 ROHLWING ROAD
ILLINOIS
PRELIMINARY OVERALL UTILITY PLAN
NEXSTAR

NO.	DATE	DESCRIPTION
1	08/20/2022	ORIGINAL ISSUE DATE
2	09/20/2022	REVISIONS
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GRAPHIC SCALE
1" = 20'

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C3.1
DRAWING NO.



ELK GROVE VILLAGE 720 ROHLWING ROAD
ILLINOIS
NEXSTAR
PRELIMINARY UTILITY PLAN - AREA 1

NO.	DESCRIPTION	DATE	BY	CHK.
1	ISSUED FOR VILLAGE REVIEW			
2	ISSUED FOR VILLAGE COMMENTS			
3	ISSUED FOR VILLAGE COMMENTS			
4	ISSUED FOR VILLAGE COMMENTS			
5	ISSUED FOR VILLAGE COMMENTS			

NOTES
 1. CONTRACTOR TO FIELD VERIFY LOCATION, INVERT AND SIZE OF ALL EXISTING UTILITIES.
 2. CONTRACTOR TO VERIFY ALL MATERIALS AND METHODS TO BE USED IN ALL STRUCTURES TO BE INSTALLED AND SHALL BE APPROVED BY THE ENGINEER.
 3. CONTRACTOR TO VERIFY ALL MATERIALS AND METHODS TO BE USED IN ALL STRUCTURES TO BE INSTALLED AND SHALL BE APPROVED BY THE ENGINEER.
 4. CONTRACTOR TO VERIFY ALL MATERIALS AND METHODS TO BE USED IN ALL STRUCTURES TO BE INSTALLED AND SHALL BE APPROVED BY THE ENGINEER.
 5. CONTRACTOR TO VERIFY ALL MATERIALS AND METHODS TO BE USED IN ALL STRUCTURES TO BE INSTALLED AND SHALL BE APPROVED BY THE ENGINEER.

SYMBOL	DESCRIPTION
[Symbol]	24" WATER MAIN
[Symbol]	30" WATER MAIN
[Symbol]	36" WATER MAIN
[Symbol]	42" WATER MAIN
[Symbol]	48" WATER MAIN
[Symbol]	60" WATER MAIN
[Symbol]	72" WATER MAIN
[Symbol]	36" FIRE HYDRANT
[Symbol]	48" FIRE HYDRANT
[Symbol]	60" FIRE HYDRANT
[Symbol]	72" FIRE HYDRANT
[Symbol]	84" FIRE HYDRANT
[Symbol]	96" FIRE HYDRANT
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[Symbol]	2976" FIRE HYDRANT
[Symbol]	3000" FIRE HYDRANT

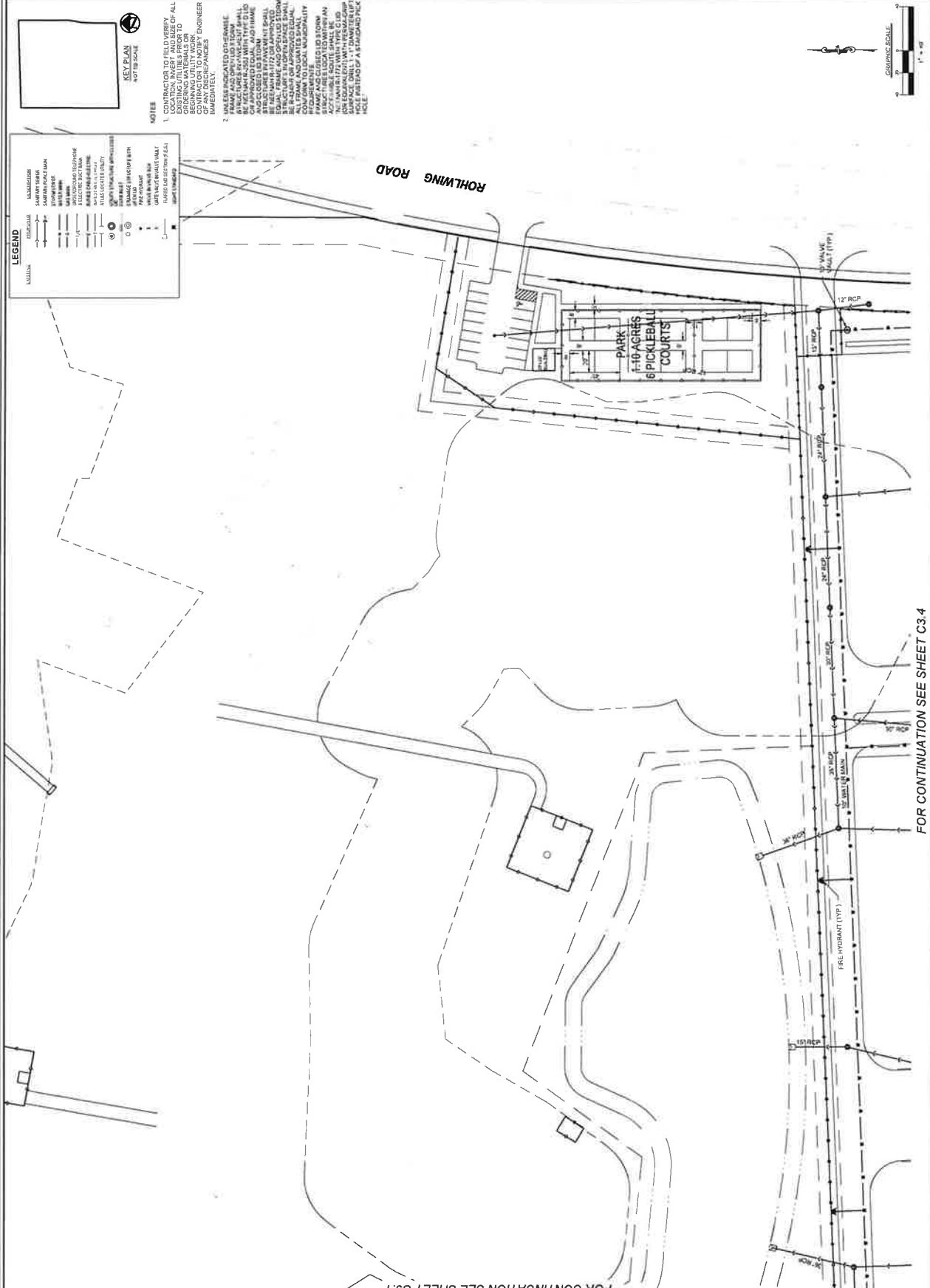
FOR CONTINUATION SEE SHEET C3.3

DETENTION POND

SUBSTATION

RESTRICTOR MANHOLE

FOR CONTINUATION SEE SHEET C3.2



LEGEND

WALKER

- 12" WALKER
- 18" WALKER
- 24" WALKER
- 30" WALKER
- 36" WALKER
- 42" WALKER
- 48" WALKER
- 54" WALKER
- 60" WALKER
- 66" WALKER
- 72" WALKER
- 78" WALKER
- 84" WALKER
- 90" WALKER
- 96" WALKER
- 102" WALKER
- 108" WALKER
- 114" WALKER
- 120" WALKER

NOTE

1. LOCATIONS OF UTILITIES SHOWN ON THIS PLAN ARE FOR INFORMATION ONLY. THE EXACT LOCATION, DEPTH, AND SIZE OF ALL UTILITIES SHALL BE DETERMINED BY THE ENGINEER AT THE BEGINNING OF UTILITY WORK. THE ENGINEER SHALL BE RESPONSIBLE FOR VERIFYING THE DEPTHS AND SIZES OF ALL UTILITIES.

2. ALL UTILITIES SHALL BE PROTECTED BY THE ENGINEER. THE ENGINEER SHALL BE RESPONSIBLE FOR VERIFYING THE DEPTHS AND SIZES OF ALL UTILITIES.

REV ISIONS

NO.	DATE	DESCRIPTION

KEY PLAN

NOT TO SCALE

FOR CONTINUATION SEE SHEET C3.1

FOR CONTINUATION SEE SHEET C3.4

11.03.2023 10:20:00 AM Project: C:\Users\jdoyle\OneDrive\Documents\C3.1_C3.4_11.03.2023.dwg 4023273

RESOLUTION NO. _____

A RESOLUTION APPROVING THE PLAT OF RESUBDIVISION IDENTIFIED AS FINAL PLAT OF SUBDIVISION OF NEXSTAR (720 ROHLWING ROAD)

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 Final Plat of Resubdivision identified as the Final Plat of Subdivision of Nexstar being part of the southeast 1/4 of Section 25, Township 41 North, Range 10 east of the Third Principal Meridian, in cook County, Illinois, a copy of which is attached hereto and made a part hereof as if fully set forth.

Section 2: That the 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 _____ 2023

APPROVED this _____ day of _____ 2023

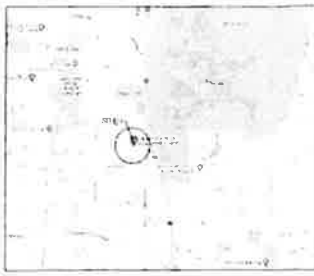
APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

FINAL PLAT OF SUBDIVISION
OF
NEXSTAR
ELK GROVE VILLAGE, IL



VICINITY MAP
NOT TO SCALE

OWNER / SUBDIVIDER

Tribune Real Estate
515 N State St
Chicago, IL 60611
312.222.4511

SURVEYOR / ENGINEER

V3 Companies Ltd
7325 Jones Avenue
Woodridge, Illinois 60517
630.724.9200

ABBREVIATIONS

12" WATER	12" WASTE WATER	6" GAS	12" POWER
8" GAS	4" GAS	4" WATER	4" WASTE WATER
4" WASTE WATER	4" GAS	2" GAS	2" WASTE WATER
2" WASTE WATER	2" GAS	1 1/2" GAS	1 1/2" WASTE WATER

LEGEND

—————	EXISTING EASEMENT LINE	—————	PROPERTY LINE
—————	PROPOSED EASEMENT LINE	—————	SEWER MAIN
—————	PROPOSED EASEMENT LINE	—————	WATER MAIN
—————	PROPOSED EASEMENT LINE	—————	4" GAS
—————	PROPOSED EASEMENT LINE	—————	2" GAS
—————	PROPOSED EASEMENT LINE	—————	4" WASTE WATER
—————	PROPOSED EASEMENT LINE	—————	2" WASTE WATER
—————	PROPOSED EASEMENT LINE	—————	1 1/2" WASTE WATER
—————	PROPOSED EASEMENT LINE	—————	1 1/2" GAS
—————	PROPOSED EASEMENT LINE	—————	4" CONCRETE MONUMENT
—————	PROPOSED EASEMENT LINE	—————	4" IRON MONUMENT

MARKS OF MEASUREMENT

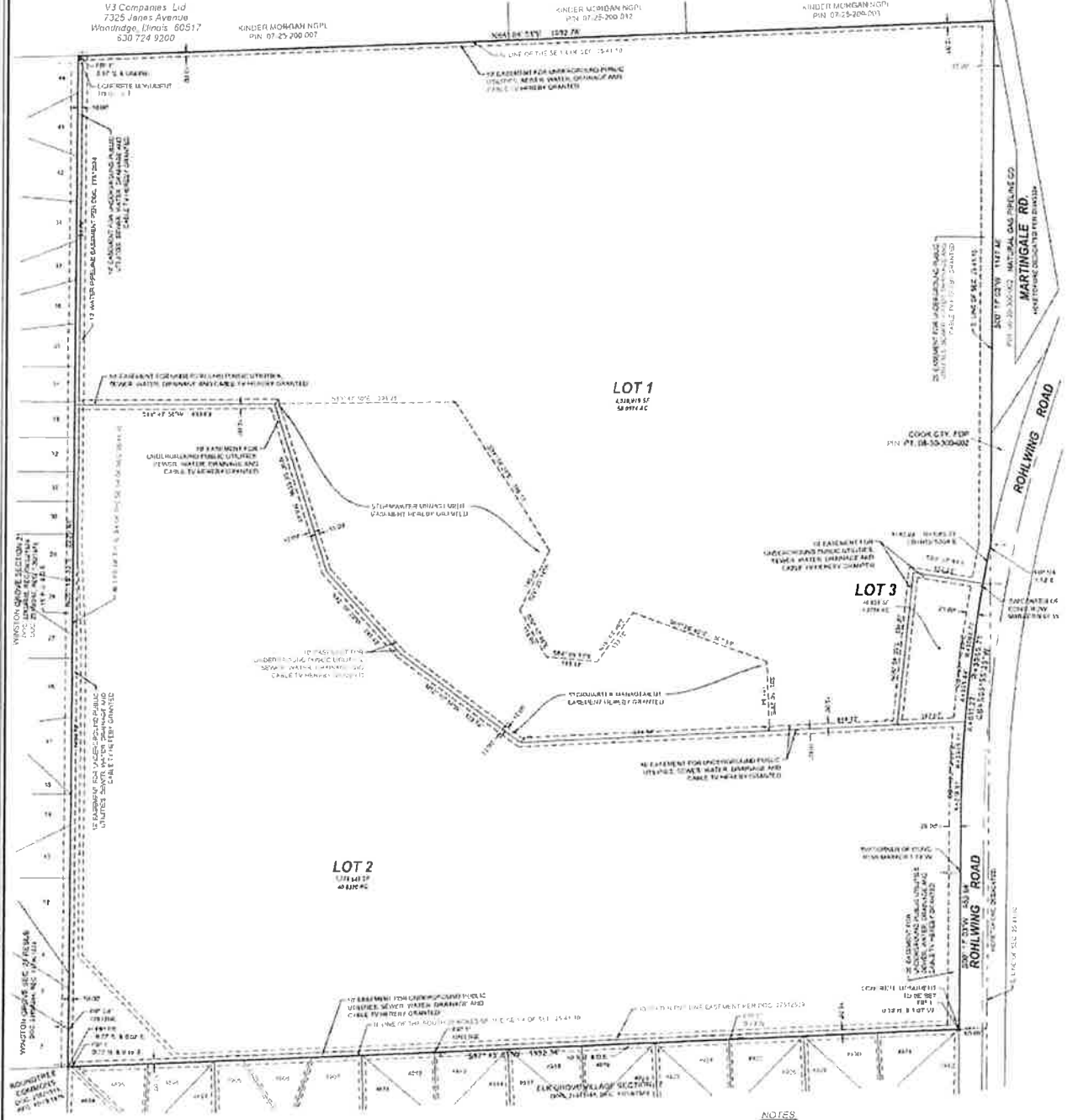
THE MARKS OF MEASUREMENT IN THE FIELD SHALL BE PLACED IN THE PLANE OF THE SURFACE TO WHICH THEY APPLY AND SHALL BE PLACED IN THE PLANE OF THE SURFACE TO WHICH THEY APPLY AND SHALL BE PLACED IN THE PLANE OF THE SURFACE TO WHICH THEY APPLY.

GRAPHIC SCALE

1" = 200' HORIZ.
1" = 50' VERT.

AREA

1 AC = 43,560 SQ. FT.
10 ACRES = 435,600 SQ. FT.



NOTES

- ALL EASEMENT LINES ARE TO BE MAINTAINED AS SHOWN HEREON AND SHALL BE KEPT OPEN AND UNOCCUPIED AT ALL TIMES.
- THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PLAT AND HAS FOUND THAT THE SAME IS CORRECT AND ACCURATE.

Engineers
Surveyors

7325 Jones Avenue, Suite 100
Woodridge, IL 60517
630.724.9200
www.v3.com

OWNER

Tribune Real Estate
515 N State St - 24th Floor
Chicago, IL 60611
312.222.4511

NO.	DATE	DESCRIPTION
1	08/07/07	REVISION - CHANGE LOT 3
2	08/07/07	REVISION - CHANGE LOT 3
3	08/07/07	REVISION - CHANGE LOT 3
4	08/07/07	REVISION - CHANGE LOT 3
5	08/07/07	REVISION - CHANGE LOT 3
6	08/07/07	REVISION - CHANGE LOT 3

FINAL PLAT OF SUBDIVISION

NEXSTAR - ELK GROVE VILLAGE, IL

DEPICTED COMPLETED PERMITS: 08-007122

PREPARED BY: V3

DATE: 08/07/07

SCALE: 1" = 200' HORIZ. / 1" = 50' VERT.

PROJECT NUMBER: 2008

SHEET NO. 1 OF 2

**FINAL PLAT OF SUBDIVISION
OF
NEXSTAR
ELK GROVE VILLAGE, IL**

OWNERS CERTIFICATE

STATE OF ILLINOIS
COUNTY OF COOK

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE OWNER OF THE LAND DESCRIBED IN THE ABOVE DEED, AND THAT HE HAS TAKEN THE SAME TO BE RECORDED AND CONVEYED AS INDICATED HEREIN TO THE ELK GROVE VILLAGE, ILLINOIS, AND HAS HEREBY ACKNOWLEDGED AND ACCEPTED THE SAME IN THE STATE AND TITLE THEREIN SHOWN.

DATE: _____ DAY OF _____ A.D. 20____
BY: _____
TITLE: _____

OWNER'S CERTIFICATE

STATE OF ILLINOIS
COUNTY OF COOK

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BY: _____
TITLE: _____

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BY: _____
TITLE: _____

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COUNTY OF COOK

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DATE: _____ DAY OF _____ A.D. 20____
BY: _____
TITLE: _____

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COUNTY OF COOK

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DATE: _____ DAY OF _____ A.D. 20____
BY: _____
TITLE: _____

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COUNTY OF COOK

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BY: _____
TITLE: _____

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COUNTY OF COOK

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DATE: _____ DAY OF _____ A.D. 20____
BY: _____
TITLE: _____

OWNER'S CERTIFICATE

STATE OF ILLINOIS
COUNTY OF COOK

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DATE: _____ DAY OF _____ A.D. 20____
BY: _____
TITLE: _____

OWNER'S CERTIFICATE

STATE OF ILLINOIS
COUNTY OF COOK

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DATE: _____ DAY OF _____ A.D. 20____
BY: _____
TITLE: _____

OWNER'S CERTIFICATE

STATE OF ILLINOIS
COUNTY OF COOK

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE OWNER OF THE LAND DESCRIBED IN THE ABOVE DEED, AND THAT HE HAS TAKEN THE SAME TO BE RECORDED AND CONVEYED AS INDICATED HEREIN TO THE ELK GROVE VILLAGE, ILLINOIS, AND HAS HEREBY ACKNOWLEDGED AND ACCEPTED THE SAME IN THE STATE AND TITLE THEREIN SHOWN.

DATE: _____ DAY OF _____ A.D. 20____
BY: _____
TITLE: _____

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS
COUNTY OF COOK

THIS IS TO CERTIFY THAT I, THE UNDERSIGNED, A SURVEYOR, HAVE PROFESSIONALLY SURVEYED THE LAND DESCRIBED IN THE ABOVE DEED, AND THAT THE SAME IS ACCURATELY DESCRIBED AS SHOWN ON THE PLAT.

DATE: _____ DAY OF _____ A.D. 20____

OWNER'S CERTIFICATE

STATE OF ILLINOIS
COUNTY OF COOK

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE OWNER OF THE LAND DESCRIBED IN THE ABOVE DEED, AND THAT HE HAS TAKEN THE SAME TO BE RECORDED AND CONVEYED AS INDICATED HEREIN TO THE ELK GROVE VILLAGE, ILLINOIS, AND HAS HEREBY ACKNOWLEDGED AND ACCEPTED THE SAME IN THE STATE AND TITLE THEREIN SHOWN.

DATE: _____ DAY OF _____ A.D. 20____
BY: _____
TITLE: _____

 <p>Engineers Surveyors Contractors</p> <p>7335 Jones Avenue, Suite 100 Chicago, IL 60631 832.724.8929 832.724.8929 www.vll.com</p>	<p>PREPARED FOR:</p> <p>Tribune Real Estate 515 N State St - 24th Floor Chicago, IL 60611 312-222-4511</p>	<p>NO. _____</p> <p>DATE _____</p> <p>REVISION _____</p>	<p>NO. _____</p> <p>DATE _____</p> <p>REVISION _____</p>	<p>NO. _____</p> <p>DATE _____</p> <p>REVISION _____</p>	<p>NO. _____</p> <p>DATE _____</p> <p>REVISION _____</p>	<p>NO. _____</p> <p>DATE _____</p> <p>REVISION _____</p>	<p>NO. _____</p> <p>DATE _____</p> <p>REVISION _____</p>	<p>NO. _____</p> <p>DATE _____</p> <p>REVISION _____</p>	<p>NO. _____</p> <p>DATE _____</p> <p>REVISION _____</p>	<p>NO. _____</p> <p>DATE _____</p> <p>REVISION _____</p>
		<p align="center">FINAL PLAT OF SUBDIVISION</p> <p align="center">NEXSTAR - ELK GROVE VILLAGE, IL</p> <p align="right">PLAT NO. 210290 SHEET NO. VP04.1</p> <p align="right">DATE: 11/11/2011 2 OF 2</p>								

ORDINANCE NO. _____

AN ORDINANCE ANNEXING, REZONING AND GRANTING A SPECIAL USE PERMIT FOR A PLANNED DEVELOPMENT FOR PROPERTY LOCATED AT 720 ROHLWING ROAD, ELK GROVE VILLAGE (IL-720 ROHLWING ROAD, LLC)

WHEREAS, a written petition has been filed with the Village Clerk of the Village of Elk Grove Village by IL-720 Rohlwing Road, LLC, said Petition seeking annexation to the Village of Elk Grove Village of certain land and territory legally described hereinafter; and

WHEREAS, said territory consists of approximately 102.3839 acres to be annexed and to be rezoned, which property is located at 720 Rohlwing Road; and

WHEREAS, said property is not within the corporate boundaries of any municipality;
and

WHEREAS, the corporate authorities of the Village of Elk Grove Village are desirous of annexing said property to the Village of Elk Grove Village; and

WHEREAS, the corporate authorities of the Village of Elk Grove Village have given notice by publication in the Daily Herald on June 30, 2023, as provided by law; and

WHEREAS, there is no Fire Protection District, and any Library District, Township Road Commissioner, Township Corporate Authority or other entity or person entitled to notice to the annexation of the Territory has been given such notice as is required by law; and

WHEREAS, the affidavits of service of such notices required herein are on deposit with the Village Clerk and will be recorded in the office of the Recorder of Cook County, as is required by law; and

WHEREAS, the Plan Commission of the Village of Elk Grove Village, at a public hearing duly called and held according to law, considered the question of the annexation, rezoning, special use permit for a planned development and resubdivision of the subject property and have issued a Finding of Fact related thereto, which Finding of Fact sets forth certain recommendations and conditions relating to the development of the property; and

WHEREAS, the Developer and the Village have entered into a valid and binding Pre-Annexation Agreement (the "Annexation Agreement") with respect to the annexation of the

subject property to the Village, which Annexation Agreement was considered at a Public Hearing duly called and held according to law, and which Annexation Agreement was approved by the Mayor and Board of Trustees of the Village pursuant to Resolution No. _____ duly passed and approved this 18th day of July, 2023 and by this reference is incorporated herein; and

WHEREAS, the Mayor and Board of Trustees find and believe it to be in the best interest of the Village that said land and territory be annexed to the Village according to the provisions of the Annexation Agreement pursuant to the provisions of Article 11, Division 15.1 of the Illinois Municipal Code (65 ILCS 5/11-15.1-1) and the provisions of Article 7, Division 1 of the Illinois Municipal Code (65 ILCS 5/7-1-1, 5/7-1-8) and be zoned upon annexation.

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

Section 1: That the land and territory legally described in Exhibit A, attached hereto and by this reference incorporated herein, which land and territory is contiguous to the Village of Elk Grove Village and not within the corporate limits of any other municipality, be and the same is hereby annexed to the Village, so that said territory shall be included within the boundary limits of said Village as is by law in such case made and provided.

Section 2: That pursuant to Public Hearing and recommendation and finding of the Plan Commission of the Village, the Village does hereby zone the subject property to the O-T Office Transitional District.

Section 3: That pursuant to Public Hearing and recommendation and finding of the Plan Commission, the Village hereby grants a Special Use Permit for a Planned Development for a Planned Development for the construction of a low-traffic, minimal impact data center campus development consisting of three (3) data centers, an ancillary electrical substation, and six (*6) pickleball courts to be developed in accordance with the Planned Development Regulations set forth on Exhibit B attached hereto.

Section 4: That the Village Clerk is hereby directed to file with the County Clerk a Certified copy of this ordinance together with a plat of annexation of said territory.

Section 5: That the Village Clerk is directed to amend the official Village map in

accordance with the provisions of this ordinance.

Section 6: That the Village Clerk is authorized to publish this ordinance in pamphlet form.

Section 7: That this ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form according to law.

VOTE: AYES: _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of _____ 2023

APPROVED this _____ day of _____ 2023

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

PUBLISHED this _____ day of _____, 2023 in pamphlet form.

EXHIBIT A

PERMANENT INDEX NUMBER: 07-25-400-002-0000

THE EAST 3/4 OF THE SOUTHEAST 1/4 (EXCEPT THE SOUTH 20 ACRES THEREOF) ALSO
(EXCEPTING THAT PART FALLING ROADS) SECTION 25, TOWNSHIP 41 NORTH, RANGE 10
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. 102.3839 ACRES

Exhibit B – Nexstar Media Group Planned Development

Regulations attached.

NEXSTAR MEDIA GROUP PLANNED DEVELOPMENT REGULATIONS

Subject Property

The property is 99.9670 acres or 4,354,561 square feet and located at 720 Rohlwing Road and legally described in Exhibit A- Current Site. The property will be zoned Office Transitional (OT).

PUD Requirements

- Lot size
 - Lot 1
 - 58.3848 acres or 2,543,244 square feet.
 - Lot 2
 - 40.8320 acres or 1,778,643 square feet.
 - Lot 3
 - 1.1 acres or 46,939 square feet
- Permitted use by Lot
 - Lot 1
 - Antenna and a satellite office for the radio station (it houses radio broadcast equipment and other odds and ends that service the towers, generally vacant except for the one day a week that our engineer is on site) and then an ancillary garage which includes landscaping equipment and other tools used for site/antenna maintenance.
 - Lot 2:
 - Data centers which are facilities primarily used for the storage, management, processing and transmission of digital data including related office areas through the use of support equipment such as servers, networks and other similar computer based components.
 - Accessory uses
 - A substation owned and operated by Commonwealth Edison or the primary building occupant/owner
 - Lot 3:
 - Pickleball courts and associated fencing
 - Open space
 - Fifteen (15) parking stalls
 - One (1) 20x20' building which will contain a water fountain and bathrooms
- Screening
 - A nine (9') foot tall berm with an eight (8') foot high screen wall shall be installed along the south property line as depicted in Conceptual Site Plan dated April 27, 2023.
 - A nine (9') foot tall berm with an eight (8') foot high screen wall shall be installed along the west property line as depicted in Conceptual Site Plan dated April 27, 2023.
 - Roof top equipment shall be screened with material which architecturally compliments the principal building design
- Site Lighting
 - Site lighting shall meet the following:

- *A maximum height of fifteen (15') feet;*
 - *Black in color;*
 - *Free standing lighting located on the perimeter of the parking lot shall face the building and be provided with shields/deflectors which direct all lighting onto the property; and*
 - *Lighting mounted on the building exterior walls shall be completely shielded to eliminate glare or visibility of the light source from the adjacent properties.*
- *Site Fencing*
 - *The fence shall be an eight (8') foot stone decorative fence on top of berm encompassing Lot 2 with an eight (8') foot decorative wrought iron fence with brick columns along Rohlwing Road. Lot 3's fence shall be an eight (8') foot decorative wrought fence with brick columns along Rohlwing Road and 8' chain link fence along Lot 3's south, west, and north lines. The existing chain link fence shall remain along entire west, and south property lines and partially along the east property line. The steel picket fence shall run for at least one hundred (100') feet west and the chain link fencing shall be replaced with steel picket fencing.*
 - *The Substation will be enclosed by an eight (8') foot chain link fence.*
- *Loading Docks for Lot 2*
 - *Four (4) loading docks for building 1;*
 - *Four (4) loading docks for building 2; and*
 - *Two (2) loading docks for building 3*
- *Existing Structures on Lot 1*
 - *Three (3) 1-story buildings will remain as shown on Conceptual Site Plan dated April 27, 2023. All of the existing buildings are northeast of the Pickleball Courts. The first existing building which is 313.04' from the east property line, 129.29' south of the second existing building, and 127.67' south of the third existing building.*
 - *First existing building is 568 square feet, the second existing building is 2,506 square feet, and the third existing building is 1,315 square feet.*
 - *The first existing building's height is nine (9') feet, the second existing building's height is twenty-one (21') feet, and the third existing building's height is thirteen (13') feet.*
 - *The three (3) existing 1-story buildings are connected to Rohlwing Road by eight (8') foot width bituminous pavement driveways.*
 - *The existing fence on Lot 1 is a six (6') foot chain link with barbed wire on top.*
- *Proposed Structures on Lot 1*
 - *Two (2) proposed 10'x10' towers which will connect to the existing gravel drive by a new 12' wide asphalt driveway.*
 - *The first proposed tower is a new Auxiliary Tower (replacement) with 10'x 10' controller building and fenced enclosure. The first proposed tower is southwest in relation to the existing three (3) buildings on Lot 1.*
 - *The second proposed tower is northeast of the first proposed tower and is a new Main Tower (replacement) with 10'x10' controller building and fenced enclosure. The second proposed tower is northwest in relation to the existing three buildings on Lot 1.*
 - *The fence around the proposed towers will be 6' with barbed wire on top.*

- *There are no existing or proposed parking stalls by the towers.*
 - *Driving aisle lighting is not provided or existing*
- *Proposed Structures on Lot 2*
 - *Three (3) data center buildings are proposed as specified on the site plan with accessory equipment and screening as shown on Conceptual Site Plan dated April 27, 2023.*
- *Proposed Structure on Lot 3*
 - *One (1) 20'x20' building which will contain bathrooms and a water fountain.*

RESOLUTION NO. _____

A RESOLUTION AMENDING RESOLUTION NO. 12-15 AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A FIRST AMENDMENT TO THE GROUND AND WATER TOWER LEASE AGREEMENT BETWEEN THE VILLAGE OF ELK GROVE VILLAGE AND CHICAGO SMSA LIMITED PARTNERSHIP (DBA VERISON WIRELESS)

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 follow:

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

FIRST AMENDMENT TO 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 document upon the signature of the Mayor.

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

VOTE: AYES: _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of _____ 2023

APPROVED this _____ day of _____ 2023

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this “First Amendment”) is made as of the ____ day of _____ 2023, by and between **THE VILLAGE OF ELK GROVE VILLAGE**, an Illinois home rule municipal corporation located in Cook and DuPage Counties, having an office at 901 Wellington Avenue, Elk Grove Village, Illinois 60007 (“Landlord”) and **CHICAGO SMSA LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS** with an address at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (“Tenant”).

WHEREAS, Landlord and Tenant entered into a certain Ground and Water Tower Lease Agreement, dated May 26, 2015 (the “Lease”) whereby Landlord leased to Tenant a portion of that certain real property, located at 701 Pratt Boulevard, Village of Elk Grove, County of Cook, State of Illinois and also described in the Lease for the construction and operation of a wireless communications facility; and

WHEREAS, the parties have agreed to permit Tenant to relocate its equipment to a new communications tower (“New Tower”) to be constructed by Landlord on ground space which will be described below; and

WHEREAS, Landlord and Tenant desire and intend to, amend and supplement the Lease as provided herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant, agree and bind themselves to the following modifications to the Lease:

1. Section 1.10 Property of the Lease, is hereby deleted in its entirety and replaced with the following:

1.10 Property

Landlord is the owner of certain real property (the “Land”) with the common address of 2035 Tonne Road, Elk Grove Village, Illinois, 60007. The Land is legally described in Exhibit A-1.

2. Section 1.11 Premises of the Lease, is hereby deleted in its entirety and replaced with the following:

1.14 Premises

Landlord hereby leases to and Tenant leases from Landlord, approximately 480 square feet (16’ x 30’) of land, space on Landlord’s telecommunications

monopole, and all access and utility easements (the "Premises") as described in Exhibit B-1 to this First Amendment.

3. Exhibit A to the Lease is hereby deleted in its entirety and replaced with the revised Exhibit A-1, attached hereto and made a part hereof.

4. Exhibit B to the Lease is hereby deleted in its entirety and replaced with the revised Exhibit B-1, attached hereto and made a part hereof.

5. Landlord shall pay for all of the costs incurred by Tenant in connection with the relocation from the Water Tower to the New Tower. At the completion of the relocation to the New Tower, Tenant shall provide Landlord documentation summarizing the costs incurred and paid by Tenant, which Landlord shall pay within ninety (90) days of receipt. Should Landlord not make payment within ninety (90) days, Tenant, at its sole option and upon written notice to Landlord, may begin abating the rent until a time that the amounts due for the relocation costs have been completely recouped by Tenant.

6. Landlord will own and maintain the New Tower facility. Tenant shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas, and/or conduits or any portion thereof within the Premises, provided that:

a.) The replacement, repair or modification does not substantially increase tower loading of the New Tower;

b.) Such installation is limited to equipment operated by Tenant; and

c.) Tenant has obtained all of the certificates, permits and other approvals that may be required by any Federal, State, or Local authorities, as well as satisfactory structural analysis which will permit Tenant use of the Premises as set forth above. Landlord will cooperate with Tenant in its effort to obtain such approvals.

7. This First Amendment will be governed by and construed and enforced in accordance with the laws of the State in which the Premises are located without regard to principles of conflicts of law.

8. This First Amendment may be executed in counterparts, each of which shall be deemed an original document, but all of which will constitute a single document. This document shall not be binding on or constitute evidence of a contract between the parties hereto until such time as a counterpart of this document has been executed by each party and a copy thereof delivered to each other party of this First Amendment.

9. Except as specifically set forth in this First Amendment, the Lease is otherwise unmodified and remains in full force and effect and is hereby ratified and reaffirmed. In the event of any inconsistencies between the Lease and this First Amendment, the terms of this First Amendment shall take precedence.

10. Capitalized terms not defined in this First Amendment will have the meaning ascribed to such terms in the Lease.

11. This First Amendment shall be effective as of the date last executed below

[SIGNATURE PAGE(S) TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

TENANT:
CHICAGO SMSA LIMITED PARTNERSHIP
D/B/A VERIZON WIRLESS
By: Cellco Partnership, Its General Partner

LANDLORD:
THE VILLAGE OF ELK GROVE VILLAGE,
an Illinois home rule municipal corporation

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A-1
Property Legal Description

LOT 2 IN THE 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 ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 7, 2023 AS DOCUMENT NO. 2303815010.

Common Address: 2025 Tonne Road, Elk Grove Village, Illinois 60007

Permanent Index Number: 08-34-300-050-0000 (Underlying)

EXHIBIT B-1
Premises

The Site shall consist of 480 (16' x 30') square feet of ground space, space on Landlord's telecommunications monopole, along with easement rights for access to the Site and parking by vehicle, trucks, heavy machinery or foot from the nearest public way and for the installation of utility wires, poles, cables, conduits and pipes on the Property in the approximate locations as depicted in the following pages.

See Attached.

Verizon
 1700 GOLD RIVER ROAD
 TOWER 2 SUITE 600
 ROLLING MEADOWS, IL 60068
 PHONE: (630) 819-3297
 FAX: (630) 708-2415

TERRA
 300 PARK RIDGE, SUITE 100
 ROLLING MEADOWS, IL 60068
 PHONE: (630) 455-4444
 FAX: (630) 455-4444

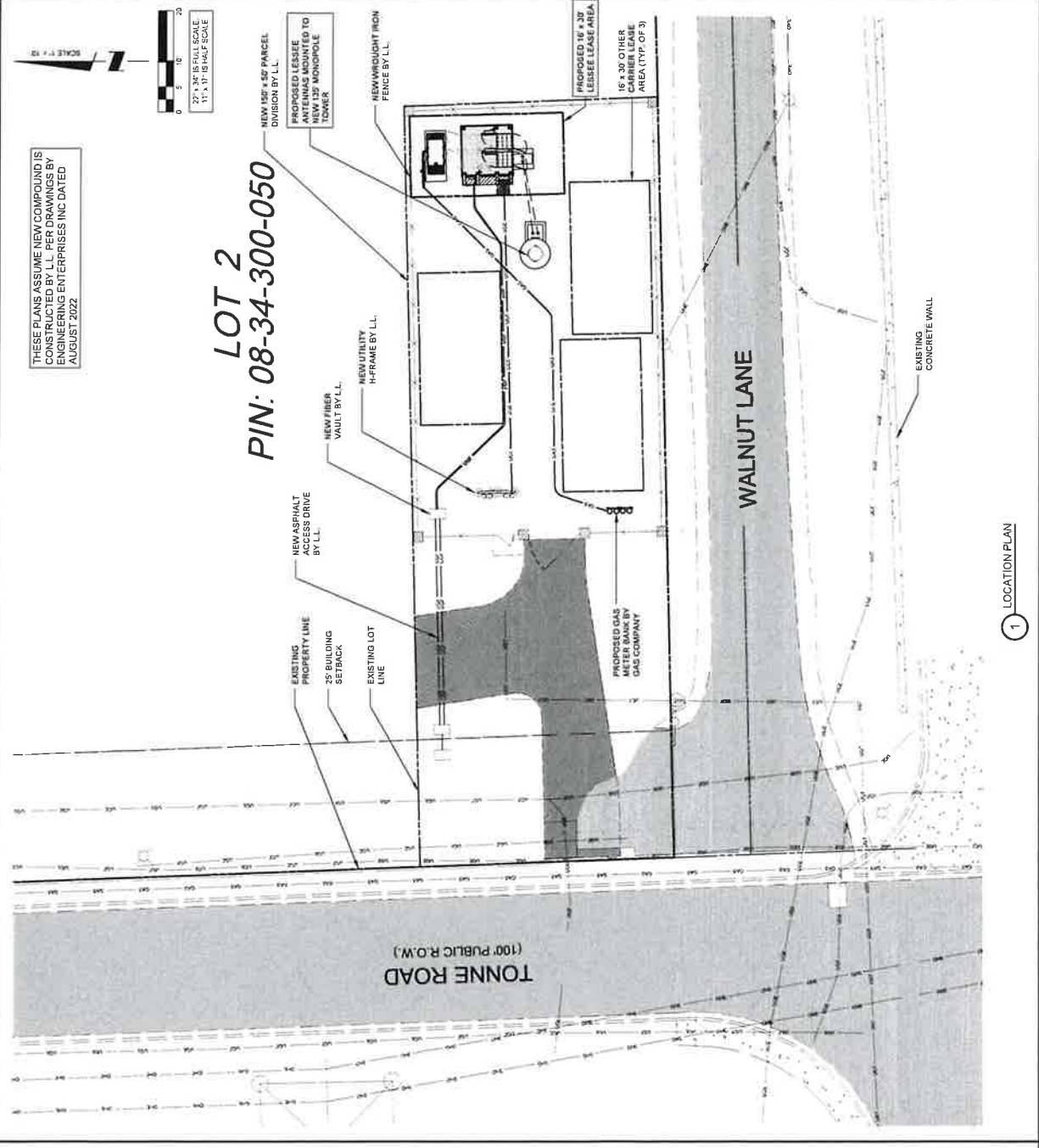
NO.	DATE	BY	DESCRIPTION
1	10/20/22	MM	ISSUED FOR REVIEW
2	10/20/22	MM	REVISIONS
3	10/20/22	MM	ISSUED FOR REVIEW
4	10/20/22	MM	REVISIONS
5	10/20/22	MM	ISSUED FOR REVIEW
6	10/20/22	MM	REVISIONS

DEVON & TONNE
 LOC. # 285829

2025 TONNE ROAD
 ELK GROVE VILLAGE
 IL, 60007

SHOWN BY: KSS
 CHECKED BY: DS
 DATE: 08/10/22
 PROJECT #: 33-3505

SHEET TITLE: LOCATION PLAN
 SHEET NUMBER: LP



THESE PLANS ASSUME NEW COMPOUND IS CONSTRUCTED BY L.L. PER DRAWINGS BY ENGINEERING ENTERPRISES INC DATED AUGUST 2022

LOT 2
PIN: 08-34-300-050

NEW ASPHALT ACCESS DRIVE BY L.L.
 NEW UTILITY H-FRAME BY L.L.
 NEW WROUGHT IRON FENCE BY L.L.
 PROPOSED LESSEE ANTENNAS MOUNTED TO MONOPOLE TOWER
 NEW 100' x 50' PARCEL DIVISION BY L.L.
 16' x 30' OTHER CHAMBER LEASE AREA (TYPE OF 3)
 16' x 30' LEASE AREA
 PROPOSED GAS METER GAS COMPANY
 EXISTING CONCRETE WALL
 WALNUT LANE
 TONNE ROAD (100' PUBLIC R.O.W.)
 EXISTING PROPERTY LINE
 35' BUILDING SETBACK
 EXISTING LOT LINE
 NEW ASPHALT ACCESS DRIVE BY L.L.
 NEW UTILITY H-FRAME BY L.L.
 NEW WROUGHT IRON FENCE BY L.L.

SCALE: 1" = 10'

LEGEND

- LIGHT POST
- POWER POLE
- TELE PEDESTAL
- MANHOLE
- FOUND OR SET CUT CROSS
- 59.75' MEASURED
- WATER VALVE VAULT
- WATER SERV. VALVE
- FIRE HYDRANT
- 660.00' RECORD
- ELECTRICAL METER
- BUILDING
- ASPHALT
- GAS METER
- FENCE
- CENTERLINE
- SECTION LINE
- UG SANITARY LINE
- UG ELECTRIC LINE
- UG FIBER LINE
- UG GAS LINE
- UG STORM LINE
- UG WATER
- UG COMM. LINE
- PROPERTY LINE
- FENCE
- OVERHEAD POWER LINE
- UNDERGROUND POWER
- UNDERGROUND TELCO
- UNDERGROUND POWER
- BURIED WATER LINE
- BURIED GAS LINE
- EDGE OF BUSH/TREES

PROPOSED

- LEASE AREA
- ACCESS EASEMENT
- UTILITY EASEMENT
- ACL ABOVE GROUND LEVEL
- POB POINT OF COMMENCEMENT
- PFB POINT OF BEGINNING

DATE: 10/20/22

Advanced Surveying & Mapping
 ASM Consultants, Inc.
 16 E Wilson St, Batavia IL 60510
 Tel (630) 879-0200 Fax (630) 454-3774
 advanced@asmvl.com

BMM1) NGS MONUMENT, CUT CROSS ON CONCRETE
 ELEVATION: 7709.36'
 DATUM: NAD83

GENERAL SITE NOTES

- CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO EXISTING PAVEMENT. CONTRACTOR SHALL PHOTOGRAPH AND VIDEO TAPE EXISTING PAVEMENT PRIOR TO CONSTRUCTION. ANY DAMAGE CAUSED DURING CONSTRUCTION SHALL BE REPLACED TO EXISTING OR BETTER CONDITION AT NO ADDITIONAL COST.
- THE CONTRACTOR WILL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT.
- CONTRACTOR TO PROVIDE APPROXIMATE 50' x 50' STAGING AREA AND TEMPORARY ROAD. CONTRACTOR SHALL COORDINATE WITH ANTENNA INSTALLATION. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT.
- BEFORE AND DURING CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE ADEQUATE EROSION CONTROL AS NECESSARY IN THE FORM OF SILT FENCE, SLOTTED SAND BAGS, OR OTHER EROSION CONTROL MEASURES. EROSION CONTROL MEASURES SHALL BE PERIODICALLY INSPECTED TO ENSURE PROPER FUNCTION. EROSION CONTROL SHALL BE REMOVED UPON COMPLETION OF WORK.

Verizon
 TOWER 2 SUITE 400
 1718 S. 151ST ROAD
 ROLLING MEADOWS, IL 60009
 PHONE: (647) 619-2597
 FAX: (647) 706-7415

TERRA
 415 SOUTH WILSON AVE
 PARK RIDGE, IL 60068
 FAX: 847-489-4401

NO.	DATE	BY	DESCRIPTION
1	11/20/22	MM	ISSUED FOR REVIEW
2	11/20/22	TS	REVISED PER COMMENTS
3	11/20/22	MM	ISSUED FOR REVIEW
4	11/20/22	MM	REVISED PER COMMENTS
5	11/20/22	MM	ISSUED FOR REVIEW
6	11/20/22	MM	REVISED PER COMMENTS
7	11/20/22	MM	ISSUED FOR REVIEW
8	11/20/22	MM	REVISED PER COMMENTS
9	11/20/22	MM	ISSUED FOR REVIEW
10	11/20/22	MM	REVISED PER COMMENTS

LOC. # 285829
DEVON & TONNE
 2025 TONNE ROAD
 ELK GROVE VILLAGE
 IL 60007

DRAWN BY	KSS
CHECKED BY	DS
DATE	09/01/2022
PROJECT #	20-2059

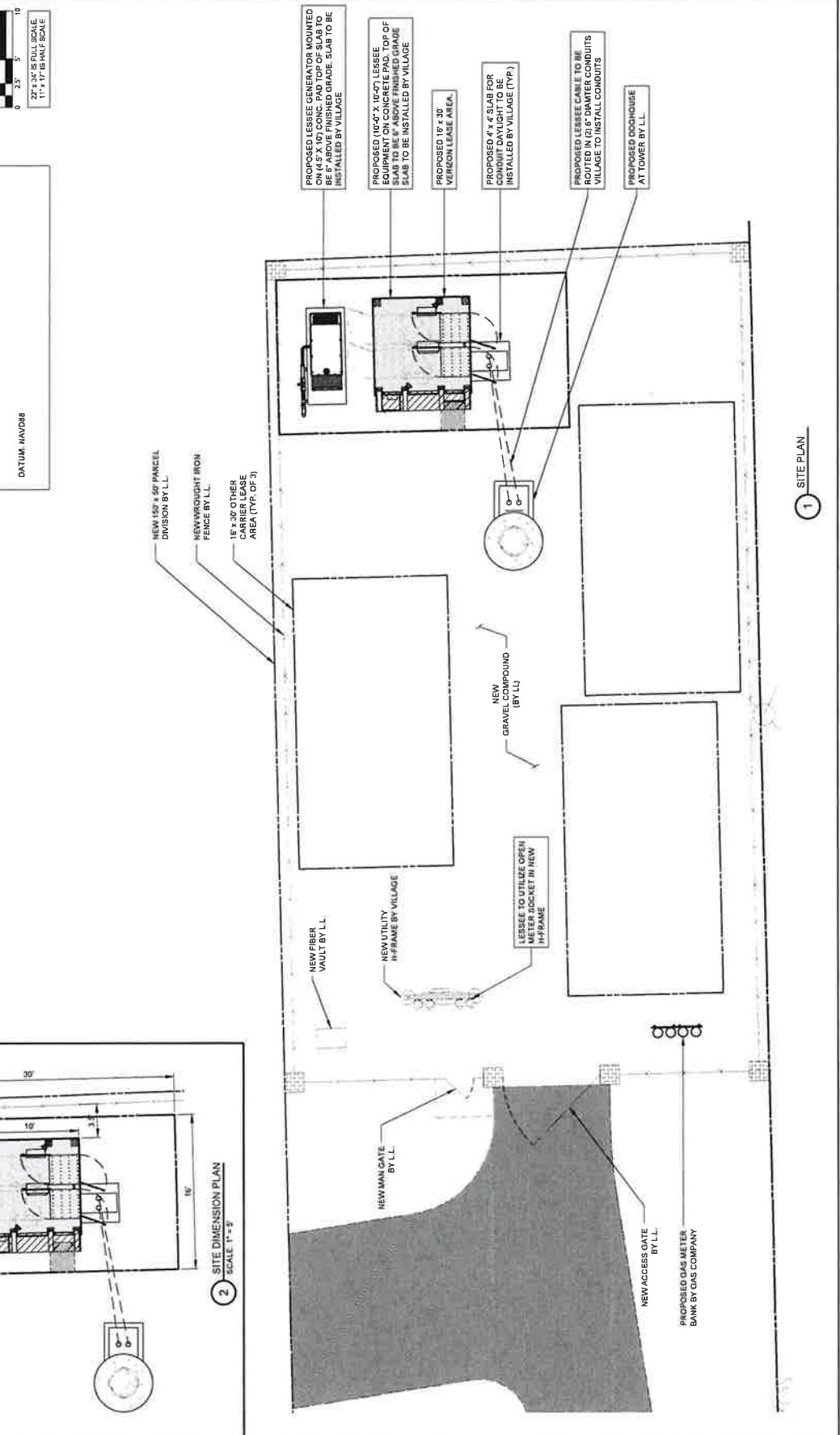
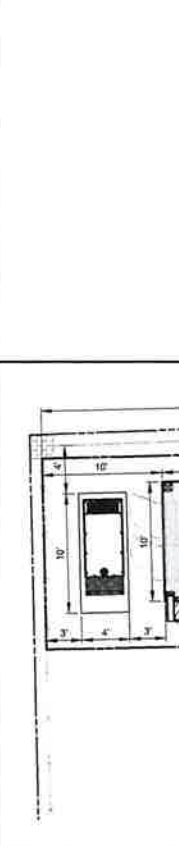
SHEET TITLE
ENLARGED SITE PLAN
 SHEET NUMBER
C-1



SURVEY PERFORMED BY
Advanced Surveying & Mapping
 ASM Consultants, Inc.
 16 E Wilson St, Batavia, IL 60510
 Tel: (630) 879-0200 Fax: (630) 454-3774
 advanced@advct.com

BMA1) NGS MONUMENT CUT CROSS ON CONCRETE
 ELEVATION = 78.35
 DATUM: NAVD83

THESE PLANS ASSUME NEW COMPOUND IS
 CONSTRUCTED BY LL PER DRAWINGS BY
 ENGINEERING ENTERPRISES INC DATED
 AUGUST 2022.



1 SITE PLAN

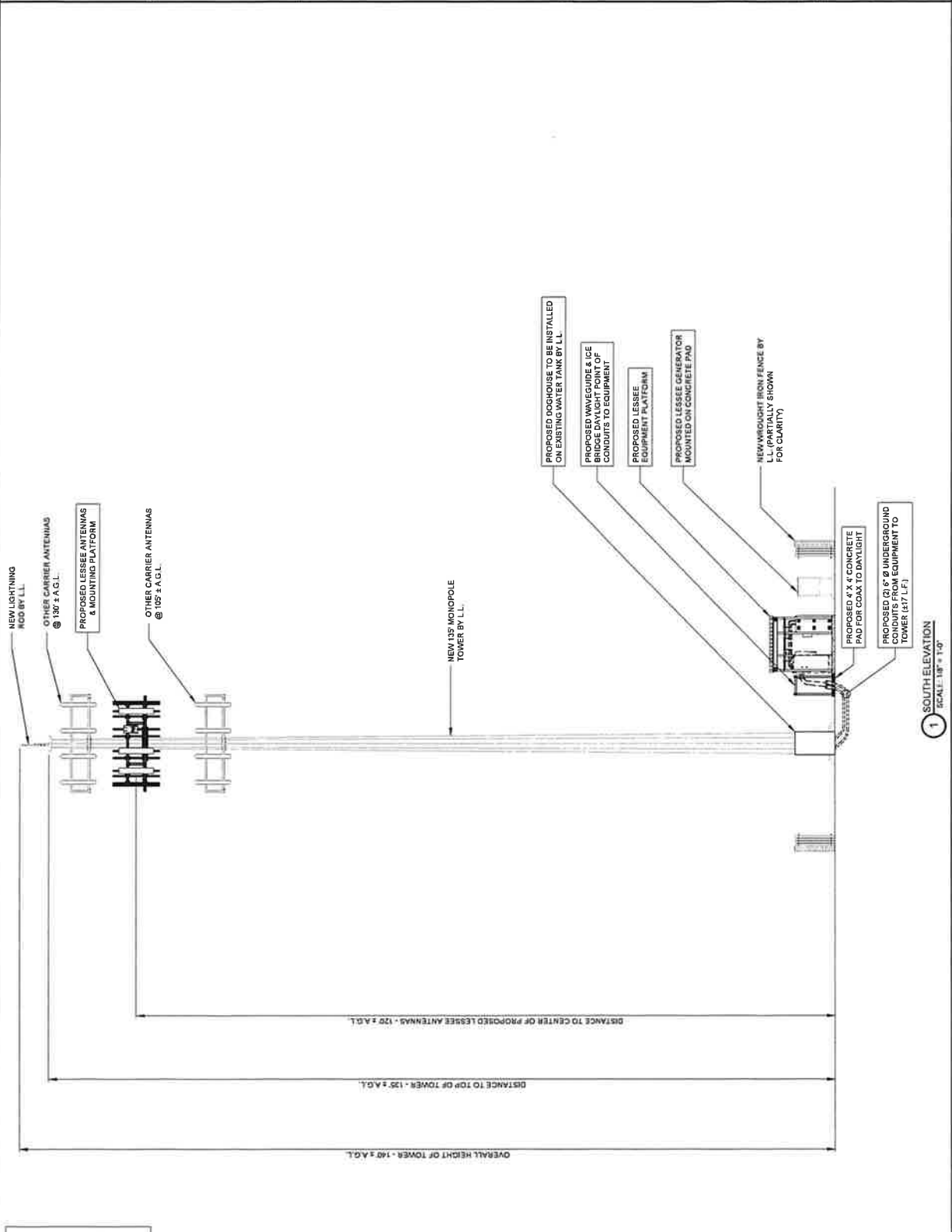


NO.	DATE	DESCRIPTION
1	08/17/2022	ISSUED FOR REVIEW
2	08/17/2022	REVISION FOR NEW MOUNT
3	08/17/2022	ISSUED FOR FINAL
4	08/17/2022	REVISION FOR NEW MOUNT
5	08/17/2022	ISSUED FOR FINAL

LOC. # 285829
DEVON & TONNE
 2025 TONNE ROAD
 ELK GROVE VILLAGE
 IL, 60007

DRAWN BY	KSE
CHECKED BY	OS
DATE	08/17/2022
PROJECT #	33-2506

SHEET TITLE
SITE ELEVATION
 SHEET NUMBER
ANT-1



NOTES:
 THIS DRAWING IS FOR EXHIBIT AND LAYOUT PURPOSES ONLY. REFER TO STRUCTURAL ANALYSIS REPORT PROVIDED BY TOWER OWNER.
 G.C. TO ADJUST HEIGHT OF MOUNT BY ±5' AS NEEDED TO AVOID CLIMBING FACILITIES. G.C. IS NOT TO REMOVE OR DAMAGE CLIMBING FACILITIES DURING INSTALLATION.

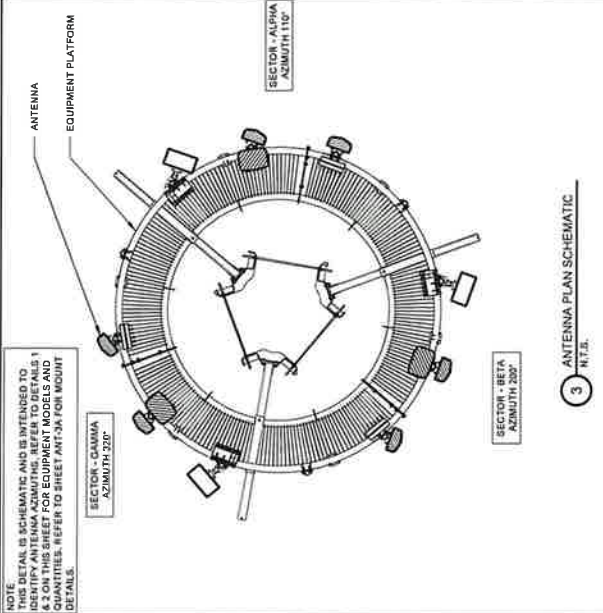
1 SOUTH ELEVATION
 SCALE: 1/8" = 1'-0"

NO.	DATE	BY	DESCRIPTION
1	07/27/22	AW	ISSUED FOR REVIEW
2	08/02/22	AW	REVISED EQUIPMENT LOCATION
3	08/02/22	AW	REVISED FOR REVIEW
4	08/02/22	AW	ISSUED FOR REVIEW

LOC. # 285829
DEVON & TONNE
 2025 TONNE ROAD
 ELK GROVE VILLAGE
 IL, 60007

DRAWN BY	KSS
CHECKED BY	OS
DATE	08/02/22
PROJECT #	31-0068

SHEET TITLE
ANTENNA INFORMATION
 SHEET NUMBER
ANT-2



3 ANTENNA PLAN SCHEMATIC
 N.T.S.

NOTE: THIS PLAN IS SUBJECT TO THE CHANGES AND REVISIONS TO THE PROJECT AS SHOWN ON SHEETS ANT-1 & 2 ON THIS SHEET FOR EQUIPMENT MODELS AND QUANTITIES. REFER TO SHEET ANT-3 FOR MOUNT DETAILS.

Antenna Summary

Antenna	Model	Qty	Height	Location	Item ID	Quantity	Item ID
Antenna	Model	Qty	Height	Location	Item ID	Quantity	Item ID
Antenna	Model	Qty	Height	Location	Item ID	Quantity	Item ID

1 ANTENNA SUMMARY
 N.T.S.

Equipment Summary

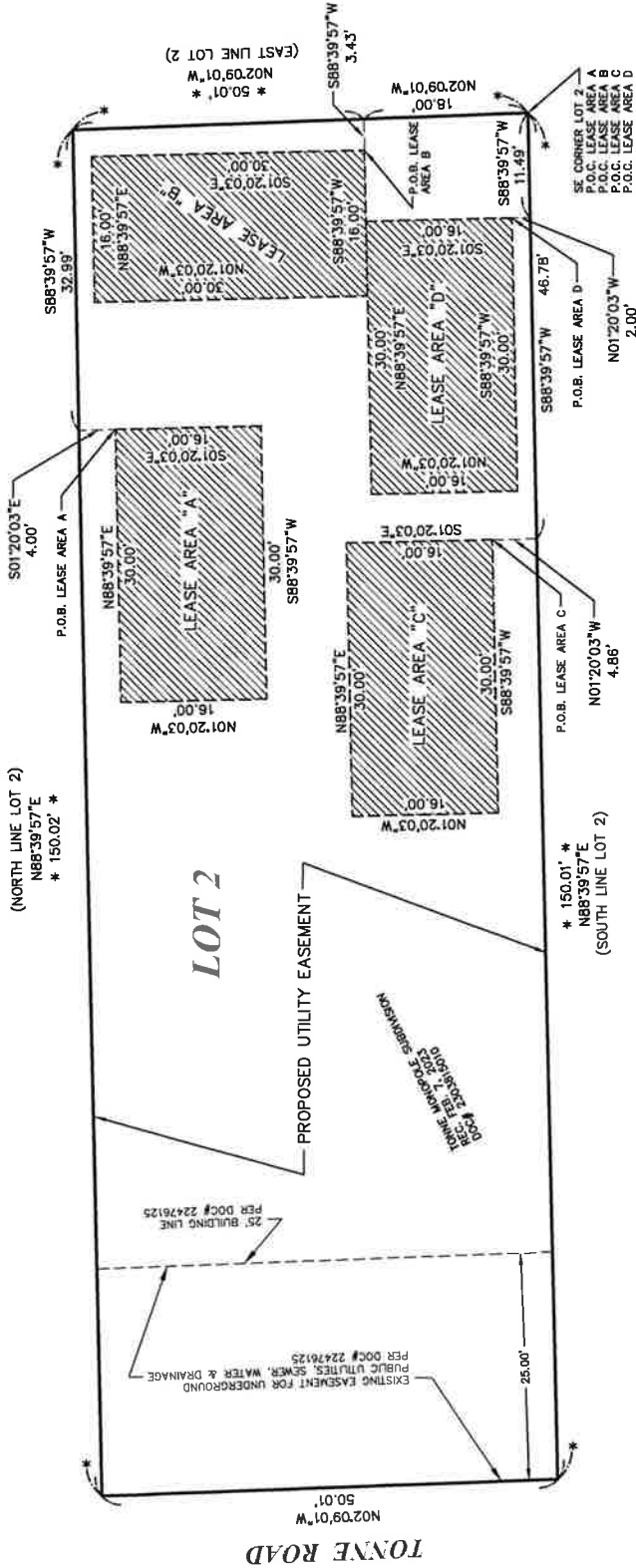
Equipment Type	Location	Model	Qty	Height	Location	Item ID	Quantity	Item ID
Equipment Type	Location	Model	Qty	Height	Location	Item ID	Quantity	Item ID
Equipment Type	Location	Model	Qty	Height	Location	Item ID	Quantity	Item ID

2 EQUIPMENT SUMMARY
 N.T.S.

EASEMENT EXHIBIT

FOR THE
TONNE ROAD MONOPOLE SITE
 VILLAGE OF ELK GROVE VILLAGE
 COOK COUNTY, ILLINOIS

- LEGEND
- = EASEMENT HEREBY GRANTED
 - - - = EXISTING EASEMENT
 - - - = POINT OF BEGINNING
 - - - = POINT OF COMMENCEMENT
 - ▨ = PROPOSED LEASE AREAS
- P.O.B.
 P.O.C.



SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)

COUNTY OF KANE)

THIS IS TO CERTIFY THAT I, THE UNDERSIGNED, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED THE ABOVE-DESCRIBED PROPERTY, AND THAT THIS PLAN WAS PREPARED FOR THE PURPOSE OF GRANTING EASEMENTS TO ELK GROVE VILLAGE FOR PURPOSES STATED HEREON.

GIVEN UNDER MY HAND AND SEAL THIS _____ TH DAY OF _____ 2023.



FOR REVIEW

CHRIS E. PETERSON
 ILLINOIS PROFESSIONAL LAND SURVEYOR #5678
 ENGINEERING ENTERPRISES, INC.
 52 WHEELER ROAD,
 SUGAR GROVE, IL 60554

Engineering Enterprises, Inc.
 CONSULTING ENGINEERS
 52 Wheeler Road
 Sugar Grove, Illinois 60554
 630.466.6700 / www.eeiweb.com



VILLAGE OF ELK GROVE VILLAGE
901 WELLINGTON DRIVE
ELK GROVE VILLAGE, IL
60007-3456

DATE: JUNE 30, 2023
 PROJECT NO. EGV2109
 FILE NO EGV2109 EASEMENT

PAGE 1 OF 1

NO. DATE REVISIONS

Tonne Road Monopole Site
Utility Easement Legal Description

ALL OF LOT 2 IN TONNE MONOPOLE SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 7, 2023 AS DOCUMENT NUMBER 2303815010, IN COOK COUNTY, ILLINOIS, EXCEPTING THEREFROM LEASE AREAS A, B, C, AND D DESCRIBED AS FOLLOWS:

LEASE AREA A: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH 02 DEGREES 09 MINUTES 01 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 50.01 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 88 DEGREES 39 MINUTES 57 SECONDS WEST, ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 32.99 FEET; THENCE SOUTH 01 DEGREE 20 MINUTES 03 SECONDS EAST, 4.00 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01 DEGREE 20 MINUTES 03 SECONDS EAST, 16.00 FEET; THENCE SOUTH 88 DEGREES 39 MINUTES 57 SECONDS WEST, 30.00 FEET; THENCE NORTH 01 DEGREE 20 MINUTES 03 SECONDS WEST, 16.00 FEET; THENCE NORTH 88 DEGREES 39 MINUTES 57 SECONDS EAST, 30.00 FEET TO THE POINT OF BEGINNING.

LEASE AREA B: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH 02 DEGREES 09 MINUTES 01 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 18.00 FEET; THENCE SOUTH 88 DEGREES 39 MINUTES 57 SECONDS WEST, 3.43 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88 DEGREES 39 MINUTES 57 SECONDS WEST, 16.00 FEET; THENCE NORTH 01 DEGREE 20 MINUTES 03 SECONDS WEST, 30.00 FEET; THENCE NORTH 88 DEGREES 39 MINUTES 57 SECONDS EAST, 16.00 FEET; THENCE SOUTH 01 DEGREE 20 MINUTES 03 SECONDS EAST, 30.00 FEET TO THE POINT OF BEGINNING.

LEASE AREA C: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 88 DEGREES 39 MINUTES 57 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 46.78 FEET; THENCE NORTH 01 DEGREE 20 MINUTES 03 SECONDS WEST, 4.86 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 39 MINUTES 57 SECONDS WEST, 30.00 FEET; THENCE NORTH 01 DEGREE 20 MINUTES 03 SECONDS WEST, 16.00 FEET; THENCE NORTH 88 DEGREES 39 MINUTES 57 SECONDS EAST, 30.00 FEET; THENCE SOUTH 01 DEGREE 20 MINUTES 03 SECONDS EAST, 16.00 FEET TO THE POINT OF BEGINNING.

LEASE AREA D: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 88 DEGREES 39 MINUTES 57 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 11.49 FEET; THENCE NORTH 01 DEGREE 20 MINUTES 03 SECONDS WEST, 2.00 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 39 MINUTES 57 SECONDS WEST, 30.00 FEET; THENCE NORTH 01 DEGREE 20 MINUTES 03 SECONDS WEST, 16.00 FEET; THENCE NORTH 88 DEGREES 39 MINUTES 57 SECONDS EAST, 30.00 FEET; THENCE SOUTH 01 DEGREE 20 MINUTES 03 SECONDS EAST, 16.00 FEET TO THE POINT OF BEGINNING.

Tonne Road Monopole Site
Lease Area "B" Legal Description

THAT PART OF LOT 2 IN TONNE MONOPOLE SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 7, 2023 AS DOCUMENT NUMBER 2303815010, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH 02 DEGREES 09 MINUTES 01 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 18.00 FEET; THENCE SOUTH 88 DEGREES 39 MINUTES 57 SECONDS WEST, 3.43 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88 DEGREES 39 MINUTES 57 SECONDS WEST, 16.00 FEET; THENCE NORTH 01 DEGREE 20 MINUTES 03 SECONDS WEST, 30.00 FEET; THENCE NORTH 88 DEGREES 39 MINUTES 57 SECONDS EAST, 16.00 FEET; THENCE SOUTH 01 DEGREE 20 MINUTES 03 SECONDS EAST, 30.00 FEET TO THE POINT OF BEGINNING.



07/12/2023

TO: Matthew Roan, Village Manager
FROM: Deputy Chief Daniel Burke
SUBJECT: Memorandum of Agreement with Rosecrance Health Network

BACKGROUND:

The Opioid epidemic is considered the number one public health and public safety crisis of our time. Currently, more people under age 50 die from drug overdose than from any other cause.

The National Institute on Drug Abuse reported more than 106,000 persons in the United States died from drug-involved overdose in 2021.

The Elk Grove Village Police Department serves as a conduit between addicted individuals and treatment providers to begin addiction recovery.

As part of Elk Grove Village Cares 6 point strategy to address the opioid epidemic, the Elk Grove Village Police Department has identified Rosecrance Health Network as a treatment provider.

Months of research went into the Elk Grove Village Police Department's development of Elk Grove Village *Cares*. A large part of the program's success in the recovery of substance addiction is the relationships we develop with qualified service providers. The Police Department has identified Rosecrance as a treatment services provider to partner with and assist underage individuals (ages 12-17) seeking recovery from addictions, including opioids, narcotics, and alcohol.

Rosecrance Health Network provides recovery treatment for addicts and has developed Memorandums of Agreement with other agencies. These agencies have reported the effectiveness of Rosecrance Health Network's recovery program for their residents and recommend their services.

The Elk Grove Village Police Department respectfully requests that we enter into an agreement with Rosecrance Health Network to provide recovery treatment to any citizen requesting it.

APPROVALS:

Daniel Burke
Caroline Gabiga

Created/Initiated
Approved

Maggie Jablonski

Final Approval

ATTACHMENTS:

1. Res,MOA_Rosecrance 6-2023
2. Rosecrance Fully Executed MOU 061423

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN AMENDED MEMORANDUM OF AGREEMENT BETWEEN THE VILLAGE OF ELK GROVE VILLAGE POLICE DEPARTMENT AND ROSECANCE HEALTH NETWORK

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:

**AMENDED MEMORANDUM OF AGREEMENT
BETWEEN
ELK GROVE VILLAGE POLICE DEPARTMENT
AND
ROSECANCE HEALTH NETWORK**

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 _____ 2023

APPROVED this _____ day of _____ 2023

APPROVED:

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

ATTEST:

Loretta M. Murphy, Village Clerk

**AMENDED MEMORANDUM OF AGREEMENT
BETWEEN
ELK GROVE VILLAGE POLICE DEPARTMENT
AND
ROSECRANCE HEALTH NETWORK**

The Elk Grove Village Police Department, located at 901 Wellington Ave, Elk Grove Village, IL 60007, and Rosecrance Health Network ("Rosecrance") administrative offices, located at 1021 North Mulford Rd, Rockford, IL 61107, enter into this Agreement for Services to establish coordination of inpatient and outpatient addiction treatment services for adults and adolescents for Elk Grove Village Police Department referrals. Rosecrance and Elk Grove Village Police Department agree to the following:

Elk Grove Village Police Department will make referrals for residential substance abuse services to be provided at Rosecrance.

A. Services provided by Rosecrance and associated costs on-site include:

- Biopsychosocial assessment;
- Treatment and discharge planning;
- A minimum of 25 hours of group and educational services weekly;
- Routine nursing, medical and dietary care and education;
- 24-hour supervision, 7 days a week
- Case Management;
- Recreation activities;
- Family education and counseling, when appropriate;
- 12-step orientation meetings and provisions for alternative aftercare services;
- Comprehensive discharge planning; and
- Written progress reports as requested
- Detoxification – \$625 per day
- Residential – \$450 per day
- Partial Hospitalization – \$300 per day
- Intensive Outpatient – \$180 per day
- Aftercare Group – \$40 per session
- Psychiatric Evaluation – \$225 per evaluation
- Medication Monitoring – \$75 per episode

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

With signed written authorization by the client,

- Participate in case staffing;
- Provide pertinent information related to the participant's involvement with the Elk Grove Village Police Department relevant to treatment decisions;

- Participate in site visits when requested; and
 - Confirm Elk Grove Village Police Department's payment obligations set forth in Paragraph C below.
- C. Elk Grove Village Police Department agrees to reimburse Rosecrance the rates listed in Section A for participants whom do not have third-party commercial insurance benefits. Elk Grove Village Police Department's maximum amount to reimburse is \$220,000.00. In the event Rosecrance receives State rates for residential substance abuse treatment services that exceed the rate set forth in this agreement, the contract rate shall be increased upon thirty (30) days' notice from Rosecrance to Elk Grove Village Police Department. Rosecrance agrees if the Elk Grove Village Police Department referral is currently covered by commercial insurance, then in that event, the commercial insurance will be billed first for covered services, subject to applicable laws. The Elk Grove Village Police Department funds will be available for those Elk Grove Village Police Department participants who have no commercial insurance coverage and who are assessed by Elk Grove Village Police Department as needing priority access to care. Bureau of Justice Assistance - Byrne Discretionary Community Project Funding will be available to fulfill the financial obligations of the Elk Grove Village Police Department, during the period March 1, 2023, through February 29, 2024. Invoices submitted to the Elk Grove Village Police Department will include the participant's name, dates of services, and detailed information of services provided.
- D. Rosecrance is a "Part 2 Program" as defined by the Confidentiality of Substance Use Disorder Patient Records regulations at Title 42 of the Code of Federal Regulations (C.F.R.) Part 2 (42 C.F.R. Part 2) and complies with the provisions of 42 C.F.R. Part 2. Information that would identify, directly or indirectly, an individual as having been diagnosed, treated, or referred for treatment for a substance use disorder is protected under 42 C.F.R. Part 2. In receiving any protected information, Elk Grove Village Police Department agrees that they are fully bound by the provisions of 42 C.F.R. Part 2. Elk Grove Village Police Department shall not disclose or redisclose information identifying an individual as having or having had a substance use disorder either directly, by reference to publicly available information, or through verification of such identification by another person unless disclosure is expressly permitted by the written consent of the individual whose information is being disclosed or as otherwise permitted by 42 C.F.R. Part 2.
- E. In order to improve case coordination, Rosecrance will attempt to obtain the consent of a participant to disclose his or her information to the Elk Grove Village Police Department Social Worker.
- F. Acceptance of referrals shall be based on current admission policies and procedures of Rosecrance and the availability of beds. Continued stay shall be based on Rosecrance's criteria. Individuals with the ability to pay for services through commercial insurance will be required to pay Rosecrance for their treatment.
- G. Rosecrance reserves the right to immediately terminate a client for violation of program rules, but shall advise Elk Grove Village Police Department at the time of termination so that Elk Grove Village Police Department can make arrangements for transportation

needs, if necessary. Otherwise, at the completion of a client's treatment, Rosecrance will work with the client on the discharge plan and coordinating transportation.

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

This Agreement for Services is effective as of June 14, 2023, or upon execution and shall be reviewed for renewal by February 29, 2024.

[Signature page to follow]

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

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

By: Paul Burke
Title: Deputy Chief of Police
Date: 6/14/2023

Attest:
By: [Signature]
Title: Social Services Supervisor
Date: 6/14/23

Rosecrance Health Network

[Signature]
By: Michael Vick
Title: Sr. VP Finance & CFO
Date: 6/13/2023

Attest:
By: _____
Title: _____
Date: _____

RESOLUTION NO. ____

A RESOLUTION APPROVING AND AUTHORIZING THE APPOINTMENT OF A DIRECTOR AND ALTERNATE DIRECTORS TO THE SOLID WASTE AGENCY OF NORTHERN COOK COUNTY, A MUNICIPAL JOINT ACTION AGENCY (SWANCC)

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

Section 1: The Village of Elk Grove Village is a member of the Solid Waste Agency of Northern Cook County (“the Agency”) and pursuant to the Agency Agreement establishing the Agency, is entitled to appoint a Director and one or more Alternate Directors to the Board of Directors of the Agency.

Section 2: That the Mayor and Board of Trustees appoints Craig B. Johnson as its Director on the Board of Directors of the Agency and appoints Jeffrey C. Franke and Matthew J. Roan its Alternate Directors, in each case for a two-year term expiring April 30, 2025, or until his or her successor is appointed.

Section 3: That the Village Clerk is hereby authorized and directed to send two (2) certified copies of this Resolution to the Executive Director of the Agency within five days of the approval of this Resolution.

Section 4: That this Resolution shall be in full force and effect from and after its passage, approval and publication in pamphlet form in the manner provided by law.

VOTE: AYES: _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of _____ 2023

APPROVED this _____ day of _____ 2023

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

PUBLISHED this ____ day of _____ 2023 in pamphlet form.

RESOLUTION NO. _____

**A RESOLUTION DESIGNATING A DIRECTOR AND AN ALTERNATE
DIRECTOR TO THE NORTHWEST MUNICIPAL CONFERENCE FOR THE
VILLAGE OF ELK GROVE VILLAGE (NWMC)**

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

Section 1: That the Mayor and Board of Trustees of the Village of Elk Grove Village hereby designates and appoints Craig B. Johnson as Director to the Northwest Municipal Conference and Matthew J. Roan, Maggie A. Jablonski and Caroline N. Gabiga as Alternate Directors to the Northwest Municipal Conference, for terms beginning May 1, 2023.

Section 2: That this Resolution shall be in full force and effect from and after its passage, approval and publication in pamphlet form in the manner provided by law.

VOTE: AYES: _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of _____ 2023

APPROVED this _____ day of _____ 2023

APPROVED:

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

ATTEST:

Loretta M. Murphy, Village Clerk

PUBLISHED this _____ day of _____ 2023 in pamphlet form.



06/19/2023

TO: Matthew J. Roan, Village Manager
FROM: Loretta M. Murphy, Village Clerk
SUBJECT: Release of Executive Session Minutes

BACKGROUND:

Executive Session Minutes from July 2021 through December 2021 were reviewed and it was determined that the minutes listed on the attached Resolution no longer require confidential treatment and should be made available for public inspection.

Please include the attached Resolution on the July 18, 2023 Consent Agenda for Village Board consideration.

Thank you.

APPROVALS:

Lorrie Murphy
Caroline Gabiga
Maggie Jablonski

Created/Initiated
Approved
Final Approval

ATTACHMENTS:

1. ES, Released_7-20-2021 thru 12-14-2021

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING RELEASE/RETENTION OF EXECUTIVE SESSION MINUTES OF THE VILLAGE OF ELK GROVE VILLAGE (JULY 2021 THROUGH DECEMBER 2021)

WHEREAS, the Mayor and Board of Trustees of the Village of Elk Grove Village have met from time to time in Executive Session for purposes authorized by the Illinois Open Meetings Act; and

WHEREAS, as required by the Act, the Village has kept written minutes of all such Executive Sessions; and

WHEREAS, pursuant to the requirements of Public Act 85-1355, the Mayor and Board of Trustees have met in closed session to review all closed session minutes; and

WHEREAS, they have determined that a need for confidentiality still exists as to the Executive Session Minutes for certain meetings and that they should not be released at this time; and

WHEREAS, they have further determined that the Minutes of the meetings listed on the attachment hereto no longer require confidential treatment and should be made available for public inspection.

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 Executive Session Minutes from those meetings set forth on the attachment hereto are hereby released.

Section 2: That the Village Clerk is hereby authorized and directed to make said Minutes available for inspection and copying in accordance with the standing procedures of the Village Clerk's Office.

Section 3: 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 _____ 2023

APPROVED this _____ day of _____ 2023

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

EXECUTIVE SESSION MINUTES RELEASED BY RESOLUTION NO.**ADOPTED: JULY 18, 2023**

DATE	TIME	TOPIC
July 20, 2021	4:38 p.m.	Enter into Executive Session, M-S.Lissner, S-N.Czarnik Litigation
July 20, 2021	4:41 p.m.	Land Disposition
July 20, 2021	4:42 p.m.	Land Acquisition
July 20, 2021	4:43 p.m.	Land Disposition
July 20, 2021	4:44 p.m.	Personnel
August 17, 2021	5:40 p.m.	Enter into Executive Session, M-J.Franke, S-S.Lissner Approval of ES Mins 03/16/21, 06/15/21 and 07/20/21 M.J.Franke, S-N.Czarnik
August 17, 2021	5:41 p.m.	Litigation
August 17, 2021	5:42 p.m.	Personnel
August 17, 2021	5:43 p.m.	Personnel
August 17, 2021	5:45 p.m.	Personnel
August 17, 2021	5:46 p.m.	Litigation
August 17, 2021	5:47 p.m.	Land Acquisition
August 17, 2021	5:48 p.m.	Litigation
August 17, 2021	5:49 p.m.	Land Acquisition
August 17, 2021	5:50 p.m.	Land Acquisition
August 17, 2021	5:51 p.m.	Land Acquisition
August 17, 2021	5:52 p.m. (a)	Personnel
August 17, 2021	5:52 p.m. (c)	Personnel
August 17, 2021	5:53 p.m.	Litigation
August 17, 2021	5:54 p.m.	Litigation
September 14, 2021	6:02 p.m.	Enter into Executive Session, M-S.Lissner, S-N.Czarnik Litigation
September 14, 2021	6:03 p.m.	Litigation
September 14, 2021	6:04 p.m.	Personnel
September 14, 2021	6:05 p.m.	Personnel
September 14, 2021	6:06 p.m.	Personnel
September 14, 2021	6:07 p.m.	Land Acquisition
September 14, 2021	6:08 p.m. (a)	Land Acquisition
September 14, 2021	6:08 p.m. (b)	Land Acquisition
September 14, 2021	6:09 p.m.	Land Acquisition
September 14, 2021	6:10 p.m.	Land Acquisition
September 28, 2021	6:31 p.m.	Enter into Executive Session, M-J.Franke, S-S.Schmidt Approval of ES Mins 08/17/21 and 09/14/21 M.J.Franke, S-N.Czarnik
September 28, 2021	6:33 p.m. (a)	Personnel
September 28, 2021	6:33 p.m. (b)	Personnel

September 28, 2021	6:34 p.m.	Litigation
September 28, 2021	6:35 p.m.	Litigation
September 28, 2021	6:36 p.m.	Land Acquisition
September 28, 2021	6:37 p.m.	Litigation
October 12, 2021	5:45 p.m.	Enter into Executive Session, M-N.Czarnik, S-S.Lissner Personnel
October 12, 2021	5:47 p.m.	Personnel
October 12, 2021	5:48 p.m.	Personnel
October 12, 2021	5:50 p.m.	Litigation
October 12, 2021	5:51 p.m.	Land Acquisition
October 12, 2021	5:52 p.m.	Land Acquisition
October 12, 2021	5:53 p.m.	Land Acquisition
October 12, 2021	5:54 p.m.	Litigation
October 12, 2021	5:56 p.m.	Land Acquisition
October 26, 2021	6:23 p.m.	Enter into Executive Session, M-N.Czarnik, S-S.Lissner Approval of ES Mins 9/28/21 & 10/12/21 M-S.Lissner, S-P.Feichter
October 26, 2021	6:24 p.m.	Personnel
October 26, 2021	6:25 p.m.	Litigation
October 26, 2021	6:26 p.m.	Land Acquisition
October 26, 2021	6:27 p.m.	Land Acquisition
October 26, 2021	6:29 p.m.	Personnel
October 26, 2021	6:30 p.m.	Personnel
October 26, 2021	6:31 p.m.	Personnel
November 16, 2021	6:19 p.m.	Enter into Executive Session, M-S.Lissner, S-N.Czarnik Land Acquisition
November 16, 2021	6:36 p.m.	Land Acquisition
November 16, 2021	6:38 p.m.	Litigation
November 16, 2021	6:39 p.m.	Personnel
December 14, 2021	5:58 p.m.	Enter into Executive Session, M-S.Lissner, S-J.Franke Approval of ES Mins 10/26/21 M-J.Franke, S-P.Feichter
December 14, 2021	5:59 p.m.	Personnel
December 14, 2021	6:00 p.m.	Personnel
December 14, 2021	6:01 p.m.	Land Acquisition
December 14, 2021	6:02 p.m.	Land Disposition
December 14, 2021	6:03 p.m.	Land Acquisition
December 14, 2021	6:04 p.m.	Land Disposition
December 14, 2021	6:05 p.m.	Litigation
December 14, 2021	6:06 p.m.	Litigation
December 14, 2021	6:11 p.m.	Land.Acquisition

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A FIRST AMENDMENT TO THE REDEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF ELK GROVE VILLAGE AND C.G.C.G., CORP. AND G.C. 800 HIGGINS, LLC.

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 follow:

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

**FIRST AMENDMENT TO THE REDEVELOPMENT AGREEMENT
(C.G.C.G CORP. AND G.C. 800 HIGGINS LLC)**

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

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

VOTE: AYES: _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of _____ 2023

APPROVED this _____ day of _____ 2023

APPROVED:

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

ATTEST:

Loretta M. Murphy, Village Clerk

FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT of a Redevelopment Agreement (“Redevelopment Agreement”), is made and entered into as of the ____ day of June, 2023, by and between the Village of Elk Grove Village, an Illinois home rule municipal corporation located in Cook and DuPage Counties, Illinois (the "Village"), and C.G.C.G., Corp., an Illinois corporation and GC 800 Higgins, L.L.C., an Illinois limited liability company (collectively, “Developer.”) The Developer together with the Village are collectively referred to as the “Parties.”

RECITALS

A. The Parties entered into a Redevelopment Agreement dated August 16, 2022 (“Redevelopment Agreement”).

B. The Redevelopment Agreement provided, *inter alia*, that the Village would acquire the property located at 800 Higgins Road (“Property”) and convey it to Developer for One Dollar (\$1.00) subject to certain terms and conditions set forth therein including a right of reverter in favor of the Village; and Developer expressly agreed to execute any documents necessary to effectuate the Village’s right. The conveyance of the Property to Developer is referred to herein as the “Closing.”

C. The Agreement further provided that Developer would remodel the existing vacant building on the Property and that the Village would pay Four Hundred Thousand Dollars (\$400,000) towards the cost of remodeling (“Remodeling Payment”) and Developer hereby acknowledges that it has received the Remodeling Payment. The Developer further agreed that once the remodeling of the building was complete, it would operate it as the Rose Garden Café (“Restaurant”) for a continuous period of five years (“Operating Period”), which would commence on the date of the Closing.

D. The Parties agreed that Developer’s title would be subject to the terms of the Redevelopment Agreement and this First Amendment.

E. Developer further agreed to execute such documents that may be “reasonably necessary to cause Developer's interest in the Property to revert and revest in the Village.”

F. The Parties have agreed to enter into the First Amendment to set forth and memorialize the Village's right to reclaim the Property and to protect the Village's interest in the event Develop fails to continuously operate the Restaurant as agreed.

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

I
RECITALS PART OF AGREEMENT

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

II
VILLAGE'S RIGHT TO RECLAIM THE PROPERTY

3.01 Failure to Continuously Operated Acquisition and Conveyance of the Property.

A. Certain Redevelopment Agreement Provisions.

The Redevelopment Agreement entered into by the Parties provided that:

In the deed conveying the Property, the Village shall reserve the right to reenter and take possession of the Property and all improvements thereon and to revert in the Village the estate of Developer in the Property, exercisable in the event Developer fails to continuously operate the Rose Garden Cafe. *Developer agrees to execute such documents* that may be reasonably necessary to cause Developer's interest in the Property to revert and revert in the Village.

In the event Developer fails to continuously operate the Restaurant throughout the Operating Period and none of the previously agreed exceptions in this Agreement apply, the Village shall provide written notice to Developer that it is in default of the Redevelopment Agreement and Developer has fifteen (15) days to reopen the Restaurant. In the event Developer fails to do so, the Village shall have the right to exercise its right of reverter and reclaim the Property as set forth in the Redevelopment Agreement and this First Amendment.

B. Form of Deed.

The Parties agree that title to the Property shall be conveyed by a deed in substantially the form attached hereto as Exhibit A. to protect the Village's right of reverter, the Parties hereby agree that the Redevelopment Agreement and this First Amendment shall be recorded prior to the deed conveying title to Developer. Developer further acknowledges the Village's right to reclaim the Property and that it has no defenses against the Village reclaiming title to the Property in the event Developer fails to operate the Restaurant as agreed to.

C. Grantee to which Property to be transferred.

Developer hereby directs the Village to convey the Property to 800 GC Higgins, LLC, an Illinois limited liability company.

3.02. Abrogation of Redevelopment Agreement

Provided that Developer has continuously operated the Restaurant during the Operating Period, the Village shall deliver to Developer a release of its rights and interest in the Property in recordable form.

3.03. No Liens on Property.

Until the expiration of the Operating Period, Developer shall not allow any uncontested liens to be recorded against the Property, including any mortgage(s) recorded by a third-party lender(s) without the prior written consent of the Village, which shall be granted or withheld in the Village's sole discretion. The Village shall record a copy of the Redevelopment Agreement and this First Amendment prior to the recording of the deed conveying title to Developer and the terms of condition thereof shall have priority over any further recorded documents.

3.04 Real Estate Taxes.

The Village has paid the first installment of the 2022 real estate taxes and agrees to pay the second installment when the final bill is issued. Upon the issuance of the second installment 2023 tax bill, the Parties shall prorate the tax bill, with the Village paying to Developer the amount due for the period of January 1, 2023 through the date of Closing.

GENERAL PROVISIONS

4.01. Redevelopment Agreement.

All provisions of the Redevelopment Agreement shall remain in full force and effect unless modified by this First Amendment.

4.02. Powers.

The Village hereby represents and warrants that the Village is a home rule unit of government and has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this First Amendment.

4.03 Notice.

No notices shall be delivered via electronic mail.

4.04 Litigation to enforce Village's rights.

In the event either party is required to seek a court order enforcing its right to reclaim title to the Property, the prevailing party shall be entitled to reimbursement of all its costs and fees, including reasonable attorney's fees.

[SIGNATURE PAGES TO FOLLOW]

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

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


By: _____

Mayor Craig B. Johnson

ATTEST:

Village Clerk

CGCG, Corp, an Illinois Corporation

By:  _____

Chris Pontikis
Its: President

**CG 800 Higgins, LLC, an Illinois Limited
Liability Company**

By:  _____

Chris Pontikis
Its: Managing Member

EXHIBITS

- A Form of Deed conveying Property to Developer