



AGENDA
REGULAR VILLAGE BOARD MEETING
OCTOBER 24, 2023
7:00 PM

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

INVOCATION (PASTOR JONAH BOUTELL, PRINCE OF PEACE UNITED METHODIST CHURCH)

3. APPROVAL OF MINUTES OF OCTOBER 10, 2023

4. MAYOR & BOARD OF TRUSTEES' REPORT

5. ACCOUNTS PAYABLE WARRANT: OCTOBER 24, 2023 \$ 593,329.91

6. CONSENT AGENDA

- a. Consideration to accept the audited Annual Financial Report for the Fiscal Year ended April 30, 2023.

(The Annual Financial Report represents the findings of the annual audit as performed by the independent auditor Lauterbach & Amen, LLP.

(The audit was recently completed.

(The Director of Finance recommends approval.)

- b. Consideration of requests from the Elk Grove Park District, 499 Biesterfield Road, to waive permit fees for the following projects in the amount of \$25,040:

- Installing a new water connection at Marshall Park, 711 Chelmsford Lane, in the amount of \$24,850; and
- Repairing and replacing a portion of the roof at the Elk Grove Park District Administration Building, 499 Biesterfield Road, in the amount of \$190.

(It has been past practice of the Village Board to grant fee waivers for governmental and non-profit organizations.
(The Director of Community Development recommends approval.)

c. Consideration of the following:

- To cancel the purchase contract with Gerald Ford of Aurora, IL for the purchase of a Ford Transit Connect XL Van in the amount of \$37,470, as agreed to by Gerald Ford, due to a delay in production of this vehicle; and
- To waive the formal bidding process and award a purchase contract to D'Orazio Ford of Wilmington, IL for the purchase of a Ford Transit Connect XL Van in the amount of \$40,862.26 from the Water & Sewer Fund.

(On June 20, 2023, the Village Board awarded a purchase contract to Gerald Ford of Aurora, IL for the purchase of a Ford Transit Connect XL Van in the amount of \$37,470. (Gerald Ford has been unable to provide the vehicle to the Village due to a delay in production.

(Gerald Ford has agreed to cancel the awarded purchase contract, with no financial consideration, due to being unable to provide the vehicles in a timely manner.

(D'Orazio Ford of Wilmington, IL has a Ford Transit Connect XL Van currently available on their lot for the total amount of \$40,862.26

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

(The Director of Public Works recommends approval.)

d. Consideration to award a professional service contract to Tasty Catering of Elk Grove Village, IL for food and drink sales at Oktoberfest in the amount of \$63,107.

(The Village held the 2023 Oktoberfest Celebration on Friday, September 15 and Saturday, September 16 at Rotary Green.

(The Village Board previously awarded a professional services contract to Tasty Catering on April 11, 2023, to provide equipment, event tents, lighting, stage, tables, and chairs for the event for an amount not to exceed \$35,799.25

(Tasty Catering also provides professional services for this event to supply and manage sales of food and drink for the event.

(This contract covers food and drink sales, including the food service charge and actual costs for food and drink sold at the event.

(Event attendees purchase tickets to be used for food and drink at the event. The overall costs of the event will be partially offset by ticket revenue in the amount of \$59,770.71.)

e. Consideration to award a professional service contract to Engineering Enterprises, Inc. of Sugar Grove, IL to update the Village's Hydraulic (Water) Model in the amount of \$68,000 from the Water & Sewer Fund.

(A proposal was solicited from Engineering Enterprises, Inc. (EEI) of Sugar Grove, IL for professional services to update the Village's Hydraulic (Water) Model.

(Updating the Village's Hydraulic (Water) Model will assist in determining future water main sizing for new developments, increasing the effectiveness of water facility operations, and identifying future capital improvement needs.

(EEI will review historical water data, calculate needs assessments for future

developments, and revise the existing Hydraulic (Water) Model.
(The Director of Public Works recommends approval.)

- f. Consideration to award a purchase contract through the HGAC Contract #FL03-21 to Vehicle Service Group, LLC of Madison, IN for the purchase of four (4) groups of FLEX MAX Mobile Lifting System (Rotary Lifts) and the supplemental supporting equipment in the amount of \$136,270.04 from the General Fund.
(The FLEX MAX Mobile Lifting System (Rotary Lifts) is available from Vehicle Service Group, LLC of Madison, IN with base pricing established by the HGAC Contract #FL03-21.

(The lifts are used by the Village's Public Works Department Fleet Activity to maintain and repair Village vehicles.

(Adequate funds are budgeted in the General Fund.

(The Director of Public Works recommends approval.)

- g. Consideration to waive the formal bidding process and award a purchase contract to D'Orazio Ford of Wilmington, IL for the purchase of six (6) Ford Explorer Interceptors and two (2) Ford Expedition SSVs in the amount of \$369,548.08 from the Capital Replacement Fund.

(Funds have been both budgeted and carried over into the FY2024 Budget and allocated in the FY2024 Budget to replace police vehicles #218, #219, #224, #226, #228, #229, #242 and #264.

(There is currently no open order bank for Ford Explorer Interceptors or Ford Expedition SSVs.

(There is no guarantee of any order bank opening in the immediate future due to the uncertainty caused by the ongoing automaker strikes.

(D'Orazio Ford of Wilmington, IL has made available to the Village for purchase six (6) Ford Explorer Interceptors and two (2) Ford Expedition SSVs.

(The Ford Explorer Interceptors are available at a cost of \$43,506.26 each.

(The Ford Expedition SSVs are available at a cost of \$54,255.26 each.

(Adequate funds are available in the Capital Replacement Fund.

(The Director of Public Works recommends approval.)

- h. Consideration to adopt Ordinance No. 3834 annexing property located at 1525 Elmhurst Road to the Village of Elk Grove Village, Zoning the property to I-2 General Industrial, and with respect to the Annexed property and property adjacent thereto, the approval of Phased Resubdivisions, the Vacating in phases of Rights-of-Way, the granting of a Special Use Permit for an Electric Substation, the granting of Variations of the Zoning Ordinance and a Variation of the Village Code concerning the length of Cul-de-Sacs for the properties at 1550-1570 Carmen Drive, 1650-1660 Carmen Drive, 1676-1682 Carmen Drive, 1700-1710 Carmen Drive, 2674-2700 Coyle Avenue, 2701 -2711 Coyle Avenue, 2801-2803 Coyle Avenue, 1421-1485 Elmhurst Road, 1501-1541 Elmhurst Road, 1551-1655 Elmhurst Road, 1675-1701 Elmhurst Road, 1711-1721 Elmhurst Road, 2600-2670 Greenleaf Avenue, 2601-2653 Greenleaf Avenue, 2700-2750 Greenleaf Avenue, 2751-2777 Old Higgins Road, 2801-2869 Old Higgins Road, and 2901-2971 Old Higgins Road. (TA REALTY)

(This item was discussed at the October 10, 2023 Village Board Meeting and currently

appears under Unfinished Business.)

- i. Consideration to adopt Ordinance No. 3835 amending the Special Rate of Pay to include a Part-time Fire Inspector for the rest of Fiscal Year 2023-2024.

(This Ordinance amends the Special Rate of Pay to include Part-Time Fire Inspector for Fiscal Year 2023-2024.

(The Director of Human Resources recommends approval.)

- j. Consideration of the following:

- To adopt Resolution No. 53-23 authorizing the Mayor to execute an Intergovernmental Agreement with Illinois State Highway Authority (Illinois Tollway) and the Village of Elk Grove Village for the estimated reimbursement cost of \$153,375 to rehabilitate forty-one (41) sanitary manholes as part of the work to be performed under Illinois Tollway Contract I-21-4746 for the Advanced Touhy Roadway and Drainage Improvements Project.
- To increase a construction contract with Advanced Rehabilitation Technology of Bryan, OH for the 2023 Manhole Rehabilitation project in the amount of \$153,375 for a total contract amount of \$519,146.22 from the Water and Sewer Fund.

(On June 20, 2023, the Village Board awarded a construction contract to Advanced Rehabilitation Technology of Bryan, OH for the 2023 Manhole Rehabilitation Project in the amount of \$365,771.22.

(Since the letting and awarding of the this contract, the Illinois State Highway Authority (Illinois Tollway) has begun work on Illinois Tollway Contract I-21-4746 for the Advanced Touhy Roadway and Drainage Improvement Project.

(There are forty-one (41) Village owned sanitary sewer manholes that fall within the impacted zone of the Tollway's project.

(The Tollway has agreed to reimburse the Village to line these forty-one (41) manholes.

(Advanced Rehabilitation Technology has agreed to extend the same unit pricing from 2023 Manhole Rehabilitation Project for the additional manholes at an estimated total cost increase of \$153,375.

(Attached is a copy of the Intergovernmental Agreement for the estimated reimbursement cost for rehabilitating 41 sanitary manholes in the Villages Industrial park to be executed by and between the Illinois Tollway and the Village of Elk Grove Village.

(Adequate funds are available in the Water & Sewer Fund

(The Director of Public Works has recommended approval.)

- k. Consideration to adopt Resolution No. 54-23 amending Resolution No. 51-94, 46-09, and 30-15 and authorizing the Mayor and Village Clerk to execute a Third Amendment to the Water Tower Lease Agreement between the Village of Elk Grove Village and SprintCom LLC, a Kansas Limited Liability Company.

(This amendment covers the changes necessary to relocate T-Mobile'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.)

7. REGULAR AGENDA

8. PLAN COMMISSION - Village Manager Roan

- a. Consideration of a petition submitted by Riverpoint Property Trust, LLC for Rezoning from I-2 to I-1 for property located at 751 Pratt Boulevard. (Public Hearing date to be determined.)
- b. 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.)
- c. 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 (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 TA Realty.

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 ANNEXING PROPERTY LOCATED AT 1525 ELMHURST ROAD TO THE VILLAGE OF ELK GROVE VILLAGE, ZONING THE PROPERTY TO I-2 GENERAL INDUSTRIAL, AND WITH RESPECT TO THE ANNEXED PROPERTY AND PROPERTY ADJACENT THERETO, THE APPROVAL OF PHASED RESUBDIVISIONS, THE VACATING IN PHASES OF RIGHTS-OF-WAY, THE GRANTING OF A SPECIAL USE PERMIT FOR AN ELECTRIC SUBSTATION, THE GRANTING OF VARIATIONS OF THE ZONING ORDINANCE AND A VARIATION OF THE VILLAGE CODE CONCERNING THE LENGTH OF CUL-DE-SACS FOR THE PROPERTIES AT 1550-1570 CARMEN DRIVE, 1650-1660 CARMEN DRIVE, 1676-1682 CARMEN DRIVE, 1700-1710 CARMEN DRIVE, 2674-2700 COYLE AVENUE, 2701 -2711 COYLE AVENUE, 2801-2803 COYLE AVENE, 1421-1485 ELMHURST ROAD, 1501-1541 ELMHURST ROAD, 1551-1655 ELMHURST ROAD, 1675-1701 ELMHURST ROAD, 1711-1721 ELMHURST ROAD, 2600-2670 GREENLEAF AVENUE, 2601-2653 GREENLEAF AVENUE, 2700-2750 GREENLEAF AVENUE, 2751-2777 OLD HIGGINS ROAD, 2801-2869 OLD HIGGINS ROAD, AND 2901-2971 OLD HIGGINS ROAD (TA REALTY)

WHEREAS, the Village of Elk Grove Village (“**Village**”) is an Illinois home rule municipality organized and operating under the Illinois Municipal Code and the Constitution of the State of Illinois; and

WHEREAS, a written petition has been filed with the Village Clerk of the Village of Elk Grove Village by TA Realty (“**Developer**”), said petition seeking annexation to the Village of certain land and territory legally described hereinafter, Zoning the property to I-2 General Industrial, and with respect to the annexed property and Developer’s property adjacent thereto, approval of phased resubdivisions, the vacating in phases of rights-of-way, the granting of a Special Use Permit for an electric substation, the granting of variations of the Zoning Ordinance, and the granting of a variation of the Village Code with respect to the length of Cul-de-Sacs; and

WHEREAS, the property to be annexed is not within the corporate boundaries of any municipality; and

WHEREAS, the Village has sent notice of annexation to the appropriate taxing districts and other bodies and officials as required by statute; and

WHEREAS, the Plan Commission of the Village, at a public hearing duly called and held according to law, considered questions concerning the annexation and zoning of the subject property, the granting of a Special Use Permit for an electric substation, the granting of various variations of the Zoning Ordinance, the approval of phased Resubdivisions, and have issued a Finding of Fact with respect thereto; and

WHEREAS, the Mayor and Board of Trustees have determined that there is no public benefit to be obtained by the Village’s continued ownership of the Vacation Parcels and the Village has the authority to vacate same pursuant to Section 11-91-1 et. seq. of the Illinois Municipal Code, 65 ILCS 5/11-91-1 et. seq. and further find that it is in the best interest of the Village to accept the recommendation and findings of the Plan Commission.

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

Section 1: RECITALS. The foregoing recitals are incorporated into and made a part of this Ordinance as findings of the Village Board.

Section 2: ANNEXATION. The portion of the Developer’s property which is not presently within the corporate limits of the village, which property is legally described in Exhibit A, attached hereto, is hereby annexed and made part of the Village, and pursuant to Public Hearing and recommendation and finding of the Plan Commission is rezoned I-2 General Industrial upon annexation and the Village Clerk is directed to update the Village zoning map in accordance with this Ordinance.

Section 3: APPROVAL OF PHASED RESUBDIVISIONS. The petition for phased plats of resubdivision, copies of which are on file in the office of the Village Clerk is hereby approved. Phase 1 will consist of the properties south of Greenleaf Avenue including the Vacation of the Coyle Avenue right-of-way which will resubdivide the Phase 1 properties into three (3) lots, Phase 2 includes the vacation of the Greenleaf Avenue right-of-way and will consolidate this vacated right-of-way and all the properties north thereof to Old Higgins Road into one lot.

Section 4: SPECIAL USE PERMIT – ZONING ORDINANCE VARIATIONS. That pursuant to Public Hearing and recommendation and finding of the Plan Commission, the Village hereby grants a Special Use Permit to operate an electric substation and hereby grants he following variations of the village Zoning Ordinance.

- a. A variation from Section 7-1 for an increase in permitted building height from sixty (60’) feet allowed in the I-2 General Industrial Zoning District to seventy-five (75’) feet for the planned data center buildings on Phase 1 Lots 2 and 3 and Phase 2 Lot 1;
- b. A variation from Section 4-4-1 for the required number of loading docks. Buildings 1,2, and 3 would require seven (7) loading docks and Building 4 would require six (6) loading docks based upon code requirements. Three (3) loading docks are proposed for each of the planned data center buildings on Phase 1 Lots 2 and 3 and Phase 2 Lot 1;
- c. A variation is required from Sections 7E-9A for location and height of the security fence for the data center buildings and substation. Security fencing is proposed in front of the buildings and substation up to a height of eight (8’) feet on Phase 1 Lots 2 and 3 and Phase 2 Lot 1.
- d. A variation from Sections 3-7-E.4 and 4-3-C.2 to allow interior parking, driveways, and loading areas to be compacted gravel, with the exception of the driveway apron for the proposed substation on Phase 1 Lot 1;
- e. A variation from Section 7-1, 3-6.B and 3-7.D from maximum height and permitted number of principal accessory structures to allow multiple structures including lightning structures up to 86’ feet tall for the electrical substation on Phase 1 Lot 1;

- f. A variation from Section 7-1 to reduce the minimum building size to less than twenty-five percent (25%) of the overall lot area for the proposed substation on Phase 1 Lot 1;
- g. A variation from Section 4-3:C-6 from the off-street parking lighting for the proposed substation on Phase 1 Lot 1; and
- h. Variations from Section 4-1 and 4-3-1 requiring off-street parking for the proposed substation on Phase 1 Lot 1.

Section 5: VILLAGE CODE VARIATION. This Village hereby grants a variation of Section 8-12-1-1-A-3(e) of the Village Code pertaining to the maximum length of cul-de-sacs to permit a cul-de-sac length of approximately 1500 feet.

Section 6: LEGAL DESCRIPTION. The legal description of the property to be annexed to the Village is, as previously stated, set forth in Exhibit A. The legal description of the entirety of the development is set forth in Exhibit B, attached hereto.

Section 7: AUTHORITY. The Village Clerk is directed to record a certified copy of this Ordinance together with the plat of annexation as attached hereto as Exhibit C with the Office of the Cook County Clerk, Recordings Division. The Village Clerk is also authorized and directed to notify the Election Authorities, as defined in Section 7-1-1 of the Illinois Municipal Code, 65 ILCS 5/7-1-1, and the United State Post Office branches serving the Property, of the annexation by registered or certified mail within 30 days after the effective date of this Ordinance, and to take all steps necessary to annex the Property into the Village.

Section 8: PUBLICATION. The Village Clerk is further authorized to publish this Ordinance in pamphlet form.

Section 9: EFFECTIIVE DATE. This Ordinance shall be in full force and effect from and after is passage, approval, and publication.

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

Legal Description for Property to be Annexed

THAT PART OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATES, EAST ZONE, NAB83 (2007 ADJUSTMENTS), DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF LOT 1 OF ROGERS INDUSTRIAL SUBDIVISION UNIT 5, 63.78 FEET WEST OF THE EAST OF LOT 1; THENCE WEST AND NORTH ALONG AN EXTENSION OF THE COURSE OF SAID NORTH LINE TO A POINT 50 FEET EAST OF THE WEST LINE OF THE WEST 1/2 OF THE NORTHWEST ¼ OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 11; THENCE SOUTH PARALLEL WITH SAID WEST LINE TO THE NORTH LINE OF SAID LOT 1; THENCE EAST ALONG SAID NORTH LINE TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PART DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF LOT 1 IN ROGERS INDUSTRIAL SUBDIVISION UNIT 5, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 24, 1971 AS DOCUMENT NUMBER 21725282 AND THE EAST RIGHT OF WAY LINE OF ELMHURST ROAD AS SHOWN ON THE IDOT ELMHURST ROAD RIGHT OF WAY PLAT DATED MAY 24, 1968; THENCE NORTH 1 DEGREE 20 MINUTES 13 SECONDS WEST, 58.76 FEET ON A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 36 TO NORTH LINE OF LAND DESCRIBED IN DOCUMENT NUMBER 0509119080; THENCE SOUTH 70 DEGREES 52 MINUTES 59 SECONDS EAST, 29.02 FEET ON SAID NORTH LINE OF LAND; THENCE SOUTH 1 DEGREE 16 MINUTES 10 SECONDS EAST, 51.66 FEET TO THE NORTH LINE OF SAID LOT 1; THENCE NORTH 84 DEGREES 57 MINUTES 02 SECONDS WEST, 27.30 FEET TO THE NORTH LINE OF SAID LOT 1 TO THE POINT OF BEGINNING.

TOGETHER WITH THAT PART OF ELMHURST ROAD, IF ANY, IN COOK COUNTY, ILLINOIS.

Exhibit B

Legal Description of Entire Property

PARCEL 1 (BUILDING NUMBER 1):

LOT 1 IN ROGERS INDUSTRIAL SUBDIVISION UNIT TWO IN THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 2 (BUILDING NUMBER 2):

LOT 2 IN ROGERS INDUSTRIAL SUBDIVISION UNIT TWO BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN AND THE NORTH 10 ACRES OF THE SOUTH 30 ACRES EXCEPT THE WEST 17 FEET THEREOF OF THE WEST 14 OF THE NORTHWEST 1/4 IN SECTION 36, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3 (BUILDING NUMBER 3):

LOT 3 IN ROGERS INDUSTRIAL SUBDIVISION UNIT TWO BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN AND THE NORTH 10 ACRES OF THE SOUTH 30 ACRES, EXCEPT THE WEST 17 FEET THEREOF OF THE WEST 1/2 OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4 (BUILDING NUMBER 4):

LOT 2 IN ROGERS INDUSTRIAL SUBDIVISION UNIT THREE, BEING A RESUBDIVISION OF LOT 5 IN ROGERS INDUSTRIAL SUBDIVISION UNIT TWO IN THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THE NORTH 10 ACRES OF THE SOUTH 30 ACRES OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 36, (EXCEPTING THEREFROM THAT PART DEDICATED FOR ELMHURST ROAD AND CARMEN DRIVE IN ROGERS INDUSTRIAL SUBDIVISION UNIT TWO AFORESAID) ALL IN COOK COUNTY, ILLINOIS.

PARCEL 5 (BUILDING NUMBER 5):

LOT 3 IN ROGERS INDUSTRIAL SUBDIVISION UNIT THREE, BEING A RESUBDIVISION OF LOT 5 IN ROGERS INDUSTRIAL SUBDIVISION UNIT TWO IN THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THE NORTH 10 ACRES OF THE SOUTH 30 ACRES OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 36 (EXCEPTING THEREFROM THAT PART DEDICATED FOR ELMHURST ROAD AND CARMEN DRIVE IN ROGERS INDUSTRIAL SUBDIVISION UNIT TWO AFORESAID) ALL IN COOK COUNTY, ILLINOIS.

PARCEL 6 (BUILDING NUMBER 6):

LOT 4 IN ROGERS INDUSTRIAL SUBDIVISION UNIT THREE, BEING A RESUBDIVISION OF LOT 5 IN ROGERS INDUSTRIAL SUBDIVISION UNIT TWO IN THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THE NORTH 10 ACRES OF THE SOUTH 30 ACRES OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 36 (EXCEPTING THEREFROM THAT PART DEDICATED FOR ELMHURST ROAD AND CARMEN DRIVE IN ROGERS INDUSTRIAL SUBDIVISION UNIT TWO AFORESAID) ALL IN COOK COUNTY, ILLINOIS.

PARCEL 7 (BUILDING NUMBER 7):

LOT 2 IN ROGERS INDUSTRIAL SUBDIVISION UNIT FOUR, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 8 (BUILDING NUMBER 8):

LOT 1 IN ROGERS INDUSTRIAL SUBDIVISION UNIT FIVE, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT OF LAND VESTED IN THE ILLINOS STATE TOLL HIGHWAY AUTHORITY, BY ORDER VESTING TITLE ENTERED INTO CASE 2016L050820 IN THE CIRCUIT COURT OF COOK COUNTY ON APRIL 25, 2017; THAT PART OF LOT 1 IN ROGERS INDUSTRIAL SUBDIVISION UNIT 5, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 24, 1971 AS DOCUMENT NUMBER 21725282, COOK COUNTY, ILLINOIS, BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATES, EAST ZONE, NAD83 (2007 ADJUSTMENT), DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID LOT 1 WITH THE EAST RIGHT OF WAY LINE OF ELMHURST ROAD (AS SHOWN ON THE IDOT ELMHURST ROAD RIGHT OF WAY PLAT DATED MAY 24, 1968; THENCE SOUTH 84 DEGREES 57 MINUTES 02 SECONDS EAST, 27.30 FEET ALONG THE NORTH LINE OF SAID LOT 1; THENCE SOUTH 1 DEGREE 16 MINUTES 10 SECONDS EAST, 76.53 FEET; THENCE SOUTH 4 DEGREES 11 MINUTES 06 SECONDS WEST, 211.19 FEET; THENCE SOUTH 58 DEGREES 51 MINUTES 07 SECONDS EAST, 40.08 FEET; THENCE SOUTH 1 DEGREE 34 MINUTES 53 SECONDS EAST, 6.89 FEET TO THE SOUTH LINE OF SAID LOT 1; THENCE SOUTH 88 DEGREES 25 MINUTES 07 SECONDS WEST, 1.40 FEET ALONG SAID SOUTH LINE; NORTHWESTERLY ALONG SAID SOUTH LINE, 20.17 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 36.00 FEET, THE CHORD OF SAID CURVE BEARS NORTH 75 DEGREES 31 MINUTES 53 SECONDS WEST, 19.91 FEET TO SAID EAST RIGHT OF WAY LINE OF ELMHURST ROAD; THENCE NORTH 1 DEGREE 20 MINUTES 13 SECONDS WEST, 312.87 FEET ALONG SAID EAST RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

PARCEL 9 (BUILDING NUMBER 9):

LOT 2 IN ROGERS INDUSTRIAL SUBDIVISION UNIT FIVE, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 10 (BUILDING NUMBER 10):

LOT 3 IN ROGERS INDUSTRIAL SUBDIVISION UNIT FIVE, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 13 (BUILDING NUMBER 15):

LOT 3 IN ROGERS INDUSTRIAL SUBDIVISION UNIT 6, BEING A RESUBDIVISION OF LOT 3 IN ROGERS INDUSTRIAL SUBDIVISION UNIT 4, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN AND LOT 5 IN ROGERS INDUSTRIAL SUBDIVISION UNIT 5, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 36 AFORESAID, IN COOK COUNTY ILLINOIS; EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT OF LAND BY ORDER VESTING TITLE TO THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY FOR AND ON BEHALF OF THE PEOPLE OF THE STATE OF ILLINOIS BY INSTRUMENT RECORDED OCTOBER 27, 2016 AS DOCUMENT NUMBER 1630129060; BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 3; THENCE SOUTH 70 DEGREES 52 MINUTES 59 SECONDS EAST, 7.56 FEET ALONG THE SOUTH RIGHT OF WAY LINE OF OLD HIGGINS ROAD PER DOUMENT NUMBER 20963606; THENCE SOUTHEASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE BEING A CURVE TO THE LEFT HAVING A RADIUS OF 7,050.00 FEET AN ARC DISTANCE OF 252.93 FEET; THE CHORD OF SAID CURVE BEARS SOUTH 71 DEGREES 54 MINUTES 39 SECONDS EAST, 252.92 FEET; THENCE NORTH 85 DEGREES 04 MINUTES 46 SECONDS WEST, 193.01 FEET; THENCE SOUTH 64 DEGREES 06 MINUTES 53 SECONDS WEST, 7.07 FEET TO THE WEST LINE OF SAID LOT 3; THENCE NORTH 1 DEGREE 12 MINUTES 23 SECONDS WEST, 15.92 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

PARCEL 14 (BUILDING NUMBER 16):

LOT 1 IN THE RESUBDIVISION OF LOT 4 IN ROGERS INDUSTRIAL SUBDIVISION UNIT 5, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 15 (BUILDING NUMBER 17):

LOT 2 IN THE RESUBDIVISION OF LOT 4 IN ROGERS INDUSTRIAL SUBDIVISION UNIT 5, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 16 (BUILDING NUMBER 18):

LOT 1 IN ROGERS INDUSTRIAL SUBDIVISION UNIT 7, BEING A RESUBDIVISION OF LOTS 1 AND 6 IN ROGERS INDUSTRIAL SUBDIVISION UNIT 3, BEING A RESUBDIVISION OF LOT 5 IN ROGERS INDUSTRIAL SUBDIVISION UNIT 2 IN THE NORTHWEST QUARTER OF

SECTION 36, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THE NORTH 10 ACRES OF THE SOUTH 30 ACRES OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 36 (EXCEPTING THEREFROM THAT PART DEDICATED FOR ELMHURST ROAD AND CARMEN DRIVE IN ROGERS INDUSTRIAL SUBDIVISION UNIT 2 AFORESAID) AND LOT 1 IN THE ROGERS INDUSTRIAL UNIT 4, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SAID SECTION 36, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 17 (BUILDING NUMBER 19):

LOT 4 (EXCEPT THAT PART CONDEMNED IN CASE NUMBER 89L51347) IN ROGERS INDUSTRIAL SUBDIVISION UNIT 7, BEING A RESUBDIVISION OF LOTS 1 AND 6 IN ROGERS INDUSTRIAL SUBDIVISION UNIT 3; BEING A RESUBDIVISION OF LOT 5 IN ROGERS INDUSTRIAL SUBDIVISION UNIT 2 IN THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THE NORTH 10 ACRES OF THE SOUTH 30 ACRES OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 36 (EXCEPTING THEREFROM THAT PART DEDICATED FOR ELMHURST ROAD AND CARMEN DRIVE IN ROGERS INDUSTRIAL SUBDIVISION UNIT 2 AFORESAID) AND LOT 1 IN ROGERS INDUSTRIAL UNIT 4, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SAID SECTION 36, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 18 (BUILDING NUMBER 20):

LOT 3 IN ROGERS INDUSTRIAL SUBDIVISION UNIT 7, BEING A RESUBDIVISION OF LOTS 1 AND 6 IN ROGERS INDUSTRIAL SUBDIVISION UNIT 3, BEING A RESUBDIVISION OF LOT 5 IN ROGERS INDUSTRIAL SUBDIVISION UNIT 2 IN THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THE NORTH 10 ACRES OF THE SOUTH 30 ACRES OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 36 (EXCEPTING THEREFROM THAT PART DEDICATED FOR ELMHURST ROAD AND CARMEN DRIVE IN ROGERS INDUSTRIAL SUBDIVISION UNIT 2 AFORESAID) AND LOT 1 IN ROGERS INDUSTRIAL UNIT 4, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SAID SECTION 36, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 19 (BUILDING 21):

LOT 2 IN ROGERS INDUSTRIAL SUBDIVISION UNIT 7, BEING A RESUBDIVISION OF LOTS 1 AND 6 IN ROGERS INDUSTRIAL SUBDIVISION UNIT 3, BEING A RESUBDIVISION OF LOT 5 IN ROGERS INDUSTRIAL SUBDIVISION UNIT 2 IN THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THE NORTH 10 ACRES OF THE SOUTH 30 ACRES OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 36 (EXCEPTING THEREFROM THAT PART DEDICATED FOR ELMHURST ROAD AND CARMEN DRIVE IN ROGERS INDUSTRIAL SUBDIVISION UNIT 2 AFORESAID) AND LOT 1 IN ROGERS INDUSTRIAL UNIT 4, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SAID

SECTION 36, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 20 (BUILDING 22):

LOT 4 (EXCEPT THE EAST 325.00 FEET, AS MEASURED ON THE NORTH AND SOUTH LINE THEREOF) IN ROGERS INDUSTRIAL SUBDIVISION UNIT 2 IN THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 21 (BUILDING NUMBER 23):

THAT PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE CENTER OF HIGGINS ROAD, 16 RODS EASTERLY (MEASURED ALONG THE CENTER LINE OF HIGGINS ROAD) OF THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 36 AFORESAID; THENCE EASTERLY ALONG THE CENTER LINE OF SAID ROAD 13 RODS; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID NORTHWEST QUARTER, 36 RODS; THENCE NORTHWESTERLY PARALLEL WITH SAID ROAD 29 RODS TO THE WEST LINE OF SAID QUARTER SECTION ; THENCE NORTH ALONG SAID WEST LINE 16 RODS; THENCE SOUTHEASTERLY PARALLEL WITH SAID ROAD 16 RODS; THENCE NORTH PARALLEL WITH WEST LINE OF SAID SECTION, 20 RODS TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS:

EXPECTING THEREFROM THE FOLLOWING THREE (3) DESCRIBED TRACTS OF LAND:

(1) THE SOUTHWESTERLY 17.0 FEET OF THE NORTHEASTERLY 50 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE CENTER OF HIGGINS ROAD, 16 RODS EASTERLY (MEASURED ALONG THE CENTER LINE OF SAID ROAD) OF THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 36 AFORESAID; THENCE EASTERLY ALONG THE CENTER LINE OF SAID ROAD 13 RODS; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID NORTHWEST QUARTER, 36 RODS; THENCE NORTHWESTERLY PARALLEL WITH SAID ROAD 29 RODS TO THE WEST LINE OF SAID QUARTER SECTION; THENCE NORTH ALONG SAID WEST LINE 16 RODS; THENCE SOUTHEASTERLY PARALLEL WITH SAID ROAD 16 RODS; THENCE NORTH PARALLEL WITH WEST LINE OF SAID SECTION, 20 RODS TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, AS SHOWN ON THE PLAT OF DEDICATION FROM THE PUBLIC STREET RECORDED MAY 18, 1988 AS DOCUMENT NUMBER 88213128;

(2) EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT OF LAND VESTED IN THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, BY ORDER VESTING TITLE ENTERED IN CASE 2016L050820 IN THE CIRCUIT COURT OF COOK COUNTY ON APRIL 25, 2017: THAT PART OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATES, EAST ZONE, NAD83 (2007 ADJUSTMENT), DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF LOT 1 IN ROGERS INDUSTRIAL SUBDIVISION UNIT 5, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 24, 1971 AS DOCUMENT NUMBER 21725282, WITH THE EAST RIGHT OF WAY LINE OF ELMHURST ROAD (AS SHOWN ON THE IDOT ELMHURST ROAD RIGHT OF WAY PLAT DATED MAY 24, 1968); THENCE NORTH 1 DEGREE 20 MINUTES 13 SECONDS WEST, 58.76 FEET ON SAID EAST RIGHT OF WAY LINE TO THE SOUTH LINE OF LANDS DESCRIBED IN DOCUMENT NUMBER 0401333187 AS BUILDING NO. 23, FOR THE POINT OF BEGINNING; THENCE CONTINUING NORTH 1 DEGREE 20 MINUTES 13 SECONDS WEST, 264.00 FEET ALONG SAID EAST RIGHT OF WAY LINE TO THE NORTH LINE OF SAID LANDS DESCRIBED IN DOCUMENT 0401333187; THENCE SOUTH 70 DEGREES 52 MINUTES 59 SECONDS EAST, 29.35 FEET ALONG SAID NORTH LINE; THENCE SOUTH 1 DEGREE 16 MINUTES 10 SECONDS EAST, 263.88 FEET TO SAID SOUTH LINE OF LANDS DESCRIBED IN DOCUMENT NUMBER 0401333187; THENCE NORTH 70 DEGREES 52 MINUTES 59 SECONDS WEST, 29.02 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING,

(3) EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT OF LAND VESTED IN THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, BY ORDER VESTING TITLE ENTERED IN CASE 2016L050820 IN THE CIRCUIT COURT OF COOK COUNTY ON APRIL 25, 2017: THAT PART OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 41, NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN COOK COUNTY, ILLINOIS, BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATES, EAST ZONE, NAD83 (2007 ADJUSTMENT), DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 36; THENCE SOUTH 1 DEGREES 20 MINUTES 13 SECONDS EAST, 340.25 FEET ALONG THE WEST LINE OF SAID NORTHWEST QUARTER TO THE CENTERLINE OF OLD HIGGINS ROAD; THENCE SOUTH 70 DEGREES 52 MINUTES 59 SECONDS EAST 264.00 FEET ALONG SAID CENTERLINE TO A WESTERLY LINE OF LANDS DESCRIBED IN DOCUMENT NUMBER 0401333187 AS BUILDING NO. 23, ALSO BEING THE EAST LINE OF LANDS DESCRIBED IN DOCUMENT NUMBER 99488347 FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 70 DEGREES 52 MINUTES 59 SECONDS EAST, 214.50 FEET ALONG SAID CENTERLINE TO THE EAST LINE OF LANDS DESCRIBED IN DOCUMENT NUMBER 0401333187, ALSO BEING THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 2 IN THE RESUBDIVISION OF LOT 4 IN ROGERS INDUSTRIAL SUBDIVISION UNIT 5 ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 5, 1972 AS DOCUMENT NUMBER 22147678; THENCE SOUTH 1 DEGREE 20 MINUTES 13 SECONDS EAST, 53.36 FEET ALONG SAID EAST LINE OF LANDS AND ALSO SAID NORTHERLY EXTENSION TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE NORTH 70 DEGREES 52 MINUTES 59 SECONDS WEST, 26.51 FEET; THENCE WESTERLY 177.25 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 456.00 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 88 DEGREES 46 MINUTES 04 SECONDS WEST 176.14 FEET TO SAID EAST LINE OF DOCUMENT NO. 99488347; THENCE NORTH 1 DEGREE 20 MINUTES 13 SECONDS WEST, 118.74 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

PARCEL 22:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PACEL 11 AS CONTAINED IN THE RECIPROCAL INGRESS-EGRESS EASEMENT AGREEMENT RECORDED OCTOBER 18, 2016

AS DOCUMENT NUMBER 1629244041 MADE BY AND BETWEEN THE CITY OF CHICAGO, A MUNICIPAL CORPORATION, AND ROGERS INDUSTRIAL PARK, LP, AN ILLINOIS LIMITED PARTNERSHIP.

PARCEL 23:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATES, EAST ZONE, NAB83 (2007 ADJUSTMENTS), DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF LOT 1 OF ROGERS INDUSTRIAL SUBDIVISION UNIT 5, 63.78 FEET WEST OF THE EAST OF LOT 1; THENCE WEST AND NORTH ALONG AN EXTENSION OF THE COURSE OF SAID NORTH LINE TO A POINT 50 FEET EAST OF THE WEST LINE OF THE WEST 1/2 OF THE NORTHWEST ¼ OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 11; THENCE SOUTH PARALLEL WITH SAID WEST LINE TO THE NORTH LINE OF SAID LOT 1; THENCE EAST ALONG SAID NORTH LINE TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF LOT 1 IN ROGERS INDUSTRIAL SUBDIVISION UNIT 5, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 24, 1971 AS DOCUMENT NUMBER 21725282 AND THE EAST RIGHT OF WAY LINE OF ELMHURST ROAD AS SHOWN ON THE IDOT ELMHURST ROAD RIGHT OF WAY PLAT DATED MAY 24, 1968; THENCE NORTH 1 DEGREE 20 MINUTES 13 SECONDS WEST, 58.76 FEET ON A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 36 TO NORTH LINE OF LAND DESCRIBED IN DOCUMENT NUMBER 0509119080; THENCE SOUTH 70 DEGREES 52 MINUTES 59 SECONDS EAST, 29.02 FEET ON SAID NORTH LINE OF LAND; THENCE SOUTH 1 DEGREE 16 MINUTES 10 SECONDS EAST, 51.66 FEET TO THE NORTH LINE OF SAID LOT 1; THENCE NORTH 84 DEGREES 57 MINUTES 02 SECONDS WEST, 27.30 FEET TO THE NORTH LINE OF SAID LOT 1 TO THE POINT OF BEGINNING.

Exhibit C

Plat of Annexation

PLAT OF ANNEXATION

LEGAL DESCRIPTION

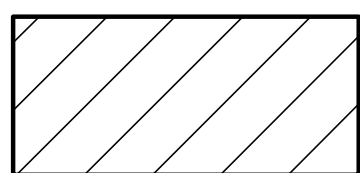
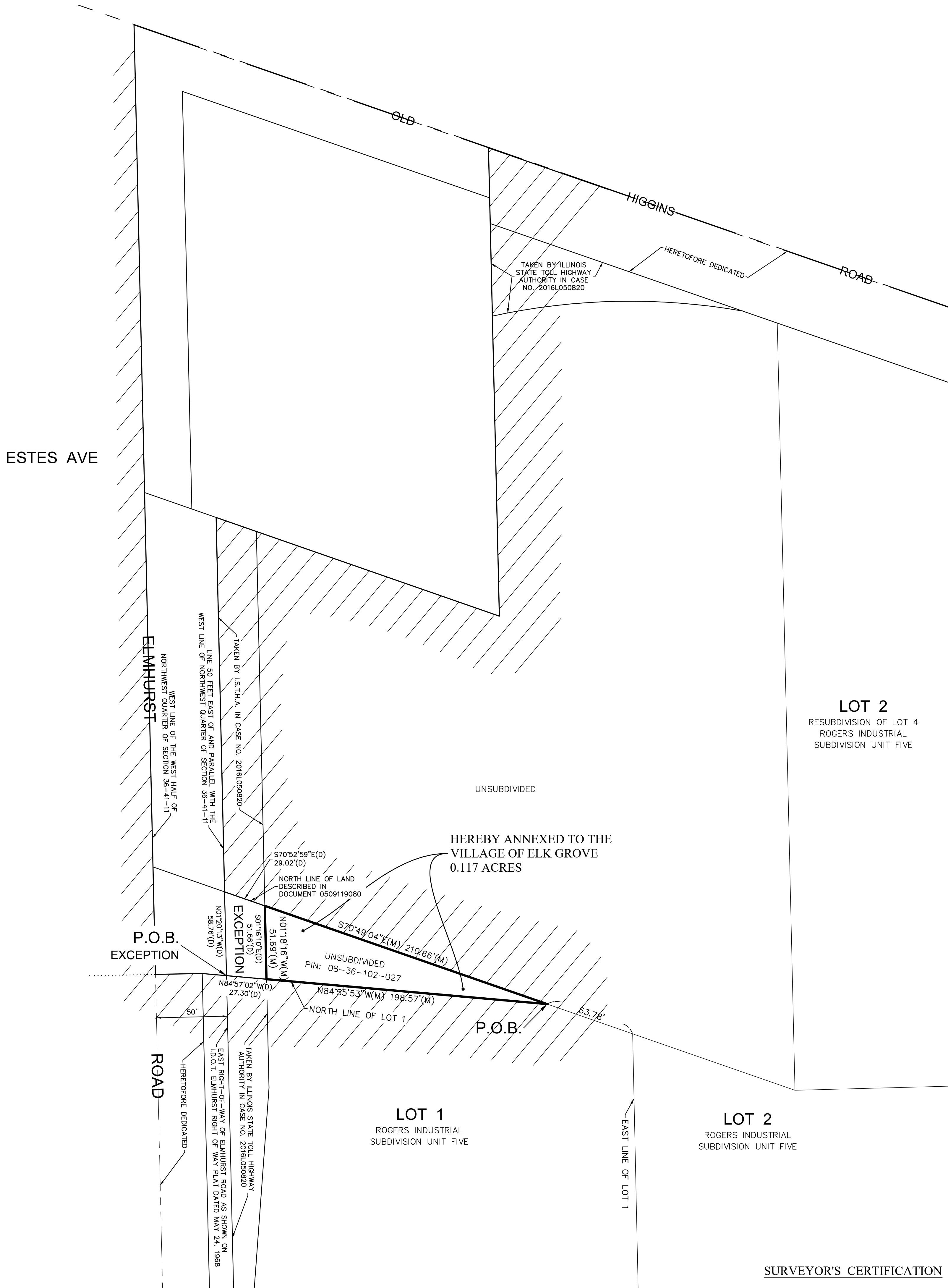
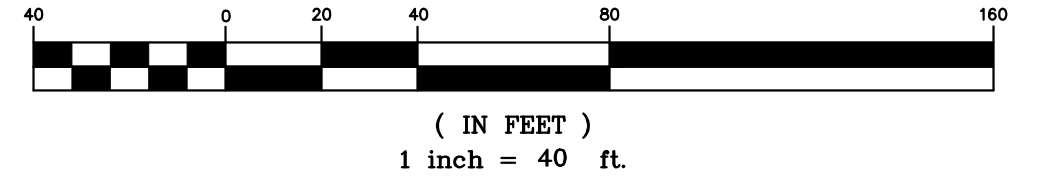
THAT PART OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATES, EAST ZONE, NAB83 (2007 ADJUSTMENT), DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF LOT 1 OF ROGERS INDUSTRIAL SUBDIVISION UNIT 5, 63.78 FEET WEST OF THE EAST LINE OF LOT 1; THENCE WEST AND NORTH ALONG AN EXTENSION OF THE COURSE OF SAID NORTH LINE TO A POINT 50 FEET EAST OF THE WEST LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 11; THENCE SOUTH PARALLEL WITH SAID WEST LINE TO THE NORTH LINE OF SAID LOT 1; THENCE EAST ALONG SAID NORTH LINE TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PART DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF LOT 1 IN ROGERS INDUSTRIAL SUBDIVISION UNIT 5, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 24, 1971 AS DOCUMENT NUMBER 21725282 AND THE EAST RIGHT OF WAY LINE OF ELMHURST ROAD AS SHOWN ON THE IDOT ELMHURST ROAD RIGHT OF WAY PLAT DATED MAY 24, 1968; THENCE NORTH 1 DEGREE 20 MINUTES 13 SECONDS WEST, 58.76 FEET ON A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 36 TO NORTH LINE OF LAND DESCRIBED IN DOCUMENT NUMBER 0509119080; THENCE SOUTH 70 DEGREES 52 MINUTES 59 SECONDS EAST, 29.02 FEET ON SAID NORTH LINE OF LAND; THENCE SOUTH 1 DEGREE 16 MINUTES 10 SECONDS EAST, 51.66 FEET TO THE NORTH LINE OF SAID LOT 1; THENCE NORTH 84 DEGREES 57 MINUTES 02 SECONDS WEST, 27.30 FEET TO THE NORTH LINE OF SAID LOT 1 TO THE POINT OF BEGINNING.

TOGETHER WITH THAT PART OF ELMHURST ROAD, IF ANY, IN COOK COUNTY, ILLINOIS.

GRAPHIC SCALE



EXISTING CORPORATE LIMITS OF THE VILLAGE OF ELK GROVE

VILLAGE BOARD

STATE OF ILLINOIS)
)SS
 COUNTIES OF COOK & 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'S CERTIFICATION

STATE OF ILLINOIS)
)SS
 COUNTY OF KANE)

THE ABOVE PLAT IS A REPRESENTATION OF THE TERRITORY INCLUDED IN THE ANNEXATION TO ELK GROVE VILLAGE, ILLINOIS, ADOPTED BY THE MAYOR AND BOARD OF TRUSTEES OF ELK GROVE VILLAGE, ILLINOIS.

GIVEN UNDER MY HAND AND SEAL AT AURORA, ILLINOIS

THIS 1ST DAY OF JUNE, 2023.

COMPASS SURVEYING LTD.
 PROFESSIONAL DESIGN FIRM
 LAND SURVEYOR CORPORATION NO. 184-002778
 LICENSE EXPIRES 4/30/2025

BY: _____
 SCOTT KREBS
 ILLINOIS PROFESSIONAL SURVEYOR NO. 3509
 LICENSE EXPIRES 11-30-2024

J:\PSDATA\2023 PROJECTS\23.0016\23.0016-02 ANNEXATION\23.0016-02 POANNEX.DWG

1 OF 1 SCALE: 1" = 40' PROJECT NO.: 23.0016-02	COMPASS SURVEYING LTD ALTA SURVEYS • TOPOGRAPHY • CONSTRUCTION STAKING 2631 GINGER WOODS PARKWAY, STE. 100 AURORA, IL 60502 PHONE: (630) 820-9100 FAX: (630) 820-7030 EMAIL: ADMIN@CLSURVEYING.COM	PROJECT	CLIENT	DATE: 3/17/23	PC	CS	DRAWN BY MRA	CHECKED BY SK	BOOK 659 PG 1-4	
		CHICAGO INFILL PROPERTIES	Kimley»Horn							
		ELK GROVE, IL	© 2022 KIMLEY-HORN AND ASSOCIATES, INC. 4201 WINFIELD ROAD, SUITE 600, WARRENVILLE, IL 60555 PHONE: 630-487-5550 WWW.KIMLEY-HORN.COM							

PRELIMINARY PLAT OF SUBDIVISION ELK GROVE VILLAGE DATA CENTER PHASE 1

PART OF THE NORTHWEST QUARTER OF SECTION 36,
TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD
PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PINS

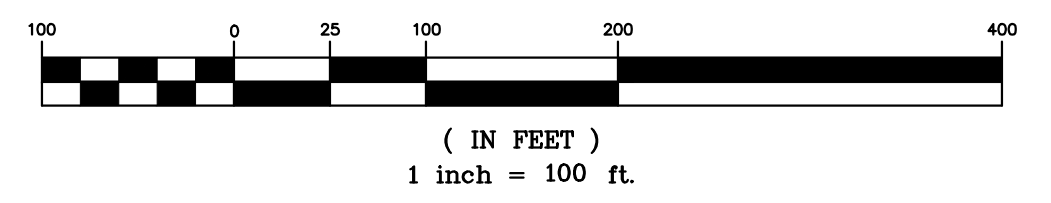
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- PIN: 08-36-102-041
- PIN: 08-36-102-044

BASIS OF BEARING

THE BASIS OF BEARINGS FOR THIS SURVEY IS
THE ILLINOIS STATE PLANE COORDINATE SYSTEM,
NAD 83 (2011), ZONE 1201 ILLINOIS EAST

CURVE TABLE				
NO.	LENGTH	RADIUS	CHORD DIRECTION	CHORD LENGTH
C1	40.18	65.00	S49°46'08"W	39.54
C2	210.23	160.00	N36°26'25"E	195.43
C3	53.80	45.00	N33°13'28"E	50.65

GRAPHIC SCALE



AREA SUMMARY

GROSS: 1,153,499 SQUARE FEET OR 26.481 ACRES
VILLAGE DEDICATION: 15,946 SQUARE FEET OR 0.366 ACRES
I.D.O.I. DEDICATION: 3,837 SQUARE FEET OR 0.088 ACRES
NET AREA 1,133,716 SQUARE FEET OR 26.026 ACRES
(TO HEAVY LINES)
(BASED ON MEASURED VALUES)



- LEGEND**
- SET 7/8" O.D.I.P. UNLESS OTHERWISE NOTED
 - SET CONCRETE MONUMENT UNLESS OTHERWISE NOTED
 - + SET CROSS IN CONCRETE UNLESS OTHERWISE NOTED

ABBREVIATIONS

- O.D.I.P. = OUTSIDE DIAMETER IRON PIPE
- N = NORTH
- S = SOUTH
- E = EAST
- W = WEST
- (R) = RECORD BEARING OR DISTANCE
- (M) = MEASURED BEARING OR DISTANCE
- (C) = CALCULATED BEARING OR DISTANCE
- (D) = DEED BEARING OR DISTANCE
- B.S.L. = BUILDING SETBACK LINE
- U.E. = UTILITY EASEMENT
- D.E. = DRAINAGE EASEMENT
- P.U.E. = PUBLIC UTILITY EASEMENT
- P.O.C. = POINT OF COMMENCEMENT
- P.O.B. = POINT OF BEGINNING
- P.U. & D.E. = PUBLIC UTILITY AND DRAINAGE EASEMENT

LINE LEGEND

- SUBDIVISION BOUNDARY LINE
- ADJACENT LAND PARCEL LINE
- LOT LINE
- EASEMENT LINE
- CENTERLINE
- BUILDING SETBACK LINE
- SECTION LINE

DEDICATION IN PHASE 1

THAT PART OF LOT 4 (EXCEPT THE EAST 325.00 FEET, AS MEASURED ON THE NORTH AND SOUTH LINE THEREOF) IN ROGERS INDUSTRIAL SUBDIVISION TWO, RECORDED SEPTEMBER 19, 1989 AS DOCUMENT 20963606, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE EAST 325.00 FEET OF SAID LOT WITH THE SOUTH LINE OF SAID LOT; THENCE NORTH 01 DEGREE 12 MINUTES 03 SECONDS WEST ALONG SAID WEST LINE 208.61 FEET TO THE POINT OF BEGINNING; THENCE SOUTHERLY, WESTERLY AND NORTHERLY ALONG A CURVE, NON-TANGENT TO THE LAST DESCRIBED COURSE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 65.00 FEET, A CHORD BEARING NORTH 74 DEGREES 34 MINUTES 10 SECONDS WEST, A CHORD LENGTH OF 124.56 FEET, AN ARC LENGTH OF 241.94 FEET; THENCE NORTHEASTERLY ALONG A CURVE, NON-TANGENT TO THE LAST DESCRIBED COURSE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 160.00 FEET, A CHORD BEARING NORTH 36 DEGREES 26 MINUTES 25 SECONDS EAST, A CHORD LENGTH OF 195.43 FEET, AN ARC LENGTH OF 210.23 FEET TO SAID WEST LINE OF THE EAST 325.00 FEET OF LOT 4; THENCE SOUTH 01 DEGREE 12 MINUTES 03 SECONDS EAST ALONG SAID WEST LINE, 190.40 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

AFTER RECORDING RETURN TO:

COMPASS SURVEYING LTD.
2631 GINGER WOODS PARKWAY
SUITE 100
AURORA, IL 60502

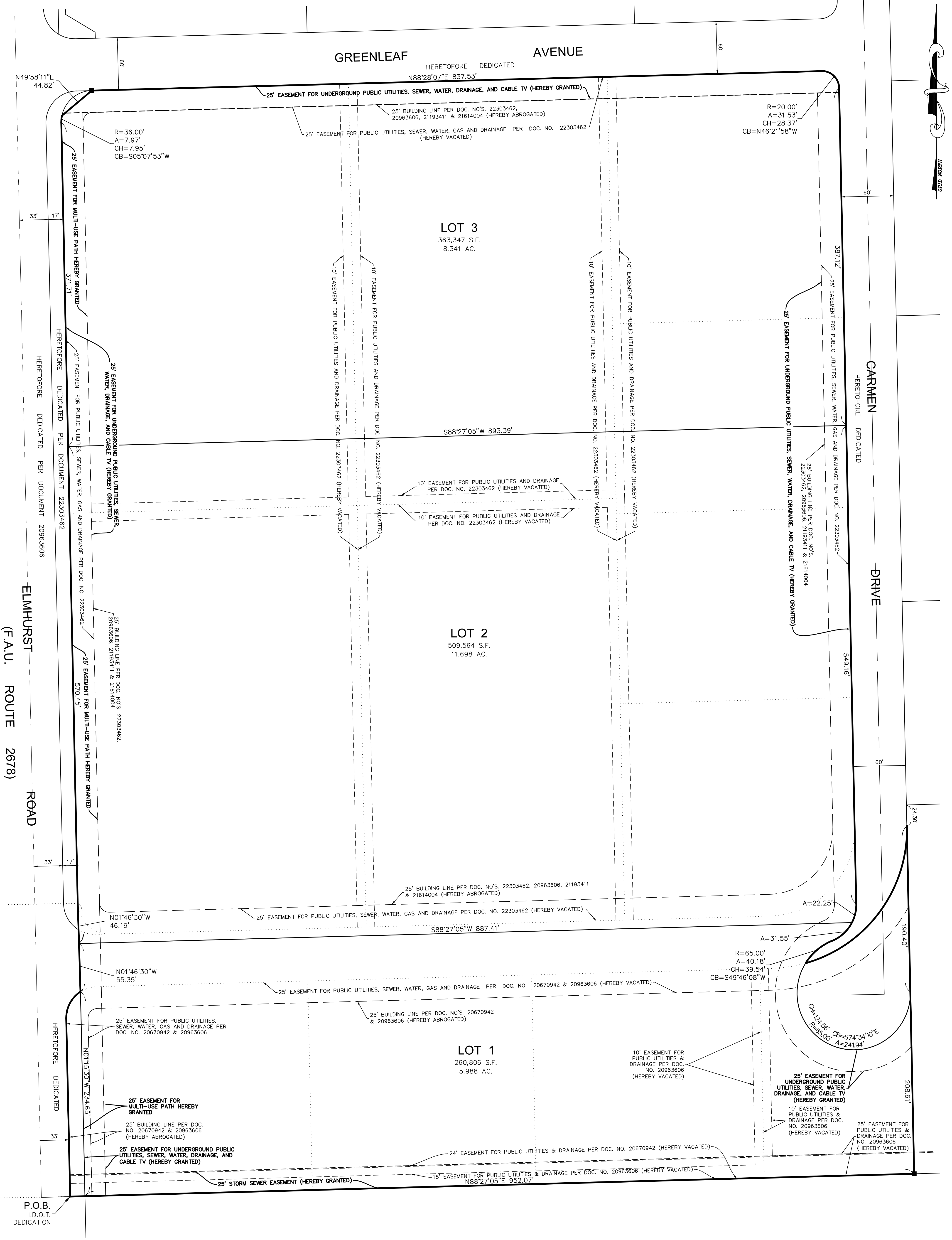
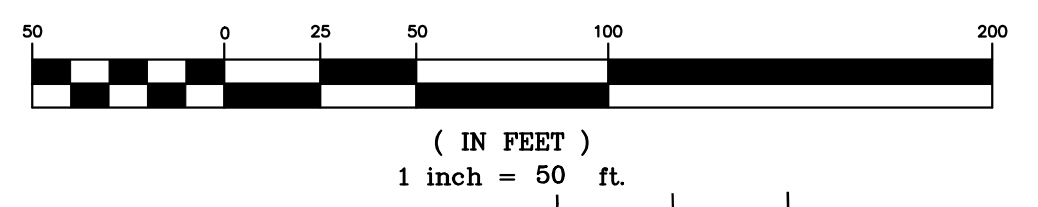
J:\PSDATA\2023 PROJECTS\23.0016\23.0016-01 PRELIMINARY PLAT\23.0016-01-PSUB-P1.DWG

<p style="font-size: 24pt; font-weight: bold;">1 OF 3</p> <p style="font-size: 10pt;">SCALE: 1" = 100'</p>	<p style="font-size: 24pt; font-weight: bold;">COMPASS SURVEYING LTD</p> <p style="font-size: 10pt;">ALTA SURVEYS • TOPOGRAPHY • CONSTRUCTION STAKING</p> <p style="font-size: 8pt;">2631 GINGER WOODS PARKWAY, STE. 100 AURORA, IL 60502 PHONE: (630) 820-9100 FAX: (630) 820-7030 EMAIL: ADMIN@CLSURVEYING.COM</p>	<p style="font-size: 12pt; font-weight: bold;">PROJECT</p> <p>ELK GROVE VILLAGE DATA CENTER PHASE 1</p> <p style="font-size: 10pt;">ELK GROVE, IL</p>	<p style="font-size: 12pt; font-weight: bold;">CLIENT</p> <p style="font-size: 18pt; font-weight: bold;">Kimley»Horn</p> <p style="font-size: 8pt;">© 2022 KIMLEY-HORN AND ASSOCIATES, INC. 4201 WINFIELD ROAD, SUITE 600, WARRENVILLE, IL 60555 PHONE: 630-487-5550 WWW.KIMLEY-HORN.COM</p>	DATE: 4/5/23	PC N/A	DRAWN BY MRA	CHECKED BY SK	BOOK N/A PG N/A
				NO.	REVISIONS	DATE	BY	
	1	PER CLIENT COMMENTS	4/24/23	MRA				
	2	PER VILLAGE LETTER DATED MAY 10, 2023	6/5/23	MRM				
	3	PER VILLAGE LETTER DATED JUNE 29, 2023	7/13/23	MRA				
	4	PER VILLAGE LETTER DATED AUGUST 8, 2023	8/17/23	MRA				
	5	PER CLIENT COMMENTS	8/24/23	MRA				

PRELIMINARY PLAT OF SUBDIVISION ELK GROVE VILLAGE DATA CENTER PHASE 1

PART OF THE NORTHWEST QUARTER OF SECTION 36,
TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD
PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

GRAPHIC SCALE



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<p style="font-size: 24pt; font-weight: bold;">2 OF 3</p> <p style="font-size: 10pt;">SCALE: 1" = 50'</p> <p style="font-size: 8pt;">PROJ. NO.: 23.0016-01</p>	<p style="font-size: 18pt; font-weight: bold;">COMPASS</p> <p style="font-size: 12pt; font-weight: bold;">SURVEYING LTD</p> <p style="font-size: 8pt;">ALTA SURVEYS • TOPOGRAPHY • CONSTRUCTION STAKING</p> <p style="font-size: 8pt;">2631 GINGER WOODS PARKWAY, STE. 100 AURORA, IL 60502</p> <p style="font-size: 8pt;">PHONE: (630) 820-9100 FAX: (630) 820-7030 EMAIL: ADMIN@CLSURVEYING.COM</p>	<p style="font-size: 8pt;">PROJECT</p> <p style="font-weight: bold;">ELK GROVE VILLAGE DATA CENTER PHASE 1</p> <p style="font-size: 8pt;">ELK GROVE, IL</p>	<p style="font-size: 8pt;">CLIENT</p> <p style="font-weight: bold;">Kimley»Horn</p> <p style="font-size: 8pt;">© 2022 KIMLEY-HORN AND ASSOCIATES, INC. 4201 WINFIELD ROAD, SUITE 600, WARRENVILLE, IL 60555 PHONE: 630-487-5550 WWW.KIMLEY-HORN.COM</p>	<p style="font-size: 8pt;">DATE: 4/5/23</p>	<p style="font-size: 8pt;">PC N/A</p>	<p style="font-size: 8pt;">DRAWN BY MRA</p>	<p style="font-size: 8pt;">CHECKED BY SK</p>	<p style="font-size: 8pt;">BOOK N/A PG N/A</p>	<table border="1" style="width: 100%; border-collapse: collapse; font-size: 8pt;"> <thead> <tr> <th style="width: 5%;">NO.</th> <th style="width: 75%;">REVISIONS</th> <th style="width: 10%;">DATE</th> <th style="width: 10%;">BY</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>PER CLIENT COMMENTS</td> <td>4/24/23</td> <td>MRA</td> </tr> <tr> <td>2</td> <td>PER VILLAGE LETTER DATED MAY 10, 2023</td> <td>6/5/23</td> <td>RHM</td> </tr> <tr> <td>3</td> <td>PER VILLAGE LETTER DATED JUNE 29, 2023</td> <td>7/13/23</td> <td>MRA</td> </tr> <tr> <td>4</td> <td>PER VILLAGE LETTER DATED AUGUST 8, 2023</td> <td>8/17/23</td> <td>MRA</td> </tr> <tr> <td>5</td> <td>PER CLIENT COMMENTS</td> <td>8/24/23</td> <td>MRA</td> </tr> </tbody> </table>	NO.	REVISIONS	DATE	BY	1	PER CLIENT COMMENTS	4/24/23	MRA	2	PER VILLAGE LETTER DATED MAY 10, 2023	6/5/23	RHM	3	PER VILLAGE LETTER DATED JUNE 29, 2023	7/13/23	MRA	4	PER VILLAGE LETTER DATED AUGUST 8, 2023	8/17/23	MRA	5	PER CLIENT COMMENTS	8/24/23	MRA
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PRELIMINARY PLAT OF SUBDIVISION ELK GROVE VILLAGE DATA CENTER PHASE 1

PART OF THE NORTHWEST QUARTER OF SECTION 36,
TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD
PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

SPACE FOR I.D.O.T. STAMP

THIS PLAT HAS BEEN APPROVED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION WITH RESPECT TO ROADWAY ACCESS PURSUANT OF CH. 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 DRIVEWAYS TO STATE HIGHWAYS" WILL, BE REQUIRED BY THE DEPARTMENT.

JOSE RIOS, P.E.
REGION ONE ENGINEER

OWNER'S CERTIFICATE

STATE OF _____)
)SS
COUNTY OF _____)

THIS IS TO CERTIFY THAT _____ IS THE OWNER OF THE PROPERTY DESCRIBED HEREON AND BY THE DULY ELECTED OFFICERS HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED AS INDICATED HEREON FOR THE USES AND PURPOSES THEREIN SET FORTH AS ALLOWED AND PROVIDED BY STATUTE AND HEREBY ACKNOWLEDGES AND ADOPTS THE SAME UNDER THE STYLE AND TITLE AFORESAID.

ALSO, THIS IS TO CERTIFY THAT THE PROPERTY BEING SUBDIVIDED AFORESAID AND, TO THE BEST OF OWNER'S KNOWLEDGE AND BELIEF, SAID SUBDIVISION LIES ENTIRELY WITHIN THE LIMITS OF ELK GROVE VILLAGE COMMUNITY CONSOLIDATED SCHOOL DISTRICT 59, TOWNSHIP HIGH SCHOOL DISTRICT 214 AND HARPER COMMUNITY COLLEGE DISTRICT 512.

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

BY: _____

TITLE: _____

ATTEST: _____

TITLE: _____

FAU ROUTE 2678 (ELMHURST ROAD) DEDICATION

PART OF LOT 1 IN ROGERS INDUSTRIAL SUBDIVISION UNIT TWO, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 01 DEGREE 15 MINUTES 30 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 204.16 FEET; THENCE NORTHEASTERLY ALONG SAID WEST LINE BEING A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 36.00 FEET, A CHORD BEARING OF NORTH 27 DEGREES 48 MINUTES 50 SECONDS EAST, A CHORD LENGTH OF 34.99 FEET, AN ARC LENGTH OF 36.53 FEET TO A LINE PARALLEL WITH AND 17.00 FEET EAST OF, AS MEASURED AT RIGHT ANGLES TO, THE WEST LINE OF SAID LOT 1; THENCE SOUTH 01 DEGREE 15 MINUTES 30 SECONDS EAST ALONG SAID PARALLEL LINE, 234.65 FEET TO THE SOUTH LINE OF SAID LOT 1; THENCE SOUTH 88 DEGREES 27 MINUTES 5 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE 17.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ILLINOIS DEPARTMENT OF TRANSPORTATION ACCEPTANCE

THE PROPOSED DEDICATION TO THE PEOPLE OF THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION IS HEREBY ACCEPTED.

BY: _____ DATE: _____ 20____
)SS
) JOSE RIOS, P.E.
) REGION ONE ENGINEER

PLAN COMMISSION CERTIFICATION

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

APPROVED BY THE PLAN COMMISSION OF THE VILLAGE OF ELK GROVE VILLAGE, ILLINOIS AT A MEETING HELD THIS _____ DAY OF _____ A.D.

BY: _____ CHAIRMAN

ATTEST: _____ SECRETARY

STORM SEWER EASEMENT PROVISIONS

AN EXCLUSIVE EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF ELK GROVE VILLAGE, ILLINOIS AND ITS RESPECTIVE SUCCESSORS AND ASSIGNS, WITHIN THE AREAS SO DESIGNATED ON THE PLAT AND MARKED STORM SEWER EASEMENT TO CONSTRUCT, INSTALL, RECONSTRUCT, REPAIR, REMOVE, REPLACE, INSPECT, MAINTAIN AND OPERATE UNDERGROUND STORM SEWER IN, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE STORM SEWER EASEMENT INCLUDING WITHOUT LIMITATION STORM SEWERS AND ALL NECESSARY FACILITIES APPURTENANT THERETO, TOGETHER WITH THE RIGHT OF ACCESS THERETO FOR THE PERSONNEL AND EQUIPMENT NECESSARY AND REQUIRED FOR SUCH USES AND PURPOSES, TOGETHER WITH THE RIGHT TO CUT, TRIM, OR REMOVE TREES, BUSHES AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENTAL TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS, INCLUDING FENCES, SHALL NOT BE PLACED OVER GRANTEE'S FACILITIES OR IN, UPON, OR OVER THE PROPERTY WITHIN SAID EASEMENT WITHOUT PRIOR WRITTEN CONSENT OF THE GRANTEE. SAID EASEMENT MAY BE USED FOR LANDSCAPING, GARDENS, DRIVEWAYS AND PARKING EXCEPT AS OTHERWISE DESIGNATED ON THE PLAT. THE GRADES OF THE SUBDIVIDED PROPERTY APPROVED BY THE MUNICIPAL ENGINEER SHALL NOT BE ALTERED IN ANY MANNER BY THE INSTALLATION OF ANY OF THE FACILITIES OF SAID GRANTEE SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF OR WITH THE SURFACE DRAINAGE THEREON. COMMONWEALTH EDISON, PHONE & BROADBAND FIBER PROVIDERS, NICOR GAS AND THEIR HEIRS, SUCCESSORS AND ASSIGNS, SHALL HAVE THE RIGHT FOR PERPENDICULAR CROSSINGS OF THE STORM SEWER EASEMENT WITH ELECTRIC, NATURAL GAS AND COMMUNICATIONS FACILITIES WITH A TWO-FOOT VERTICAL SEPARATION AND FOUR-FOOT HORIZONTAL SEPARATION FROM THE STORM SEWER.

VILLAGE BOARD

STATE OF ILLINOIS)
)SS
COUNTIES OF COOK & 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

NOTARY'S CERTIFICATE

STATE OF _____)
)SS
COUNTY OF _____)

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

(TITLE) AND _____

(TITLE) OF _____ (COMPANY), WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHO ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE OF OWNERSHIP, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THE EXECUTION OF THIS INSTRUMENT IN THEIR CAPACITY FOR THE USES AND PURPOSES THEREIN SET FORTH AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY

OF _____ A.D., 20____

BY: _____ NOTARY PUBLIC

DRAINAGE STATEMENT

STATE OF ILLINOIS)
)SS
COUNTY OF _____)

TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE DRAINAGE OF THE SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF THIS SUBDIVISION OR 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 _____ 20____ A.D.

ILLINOIS REGISTERED PROFESSIONAL ENGINEER NO. _____

OWNER OR ATTORNEY _____

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF KANE)

I, SCOTT C. KREBS, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3509, HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING PROPERTY:

PARCEL 1:
LOTS 1, 2, 3 AND 4 (EXCEPT THE EAST 325.00 FEET, AS MEASURED ON THE NORTH AND SOUTH LINE THEREOF) IN ROGERS INDUSTRIAL SUBDIVISION UNIT TWO, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 2:
LOTS 1, 2, 3 AND 4 (EXCEPT THAT PART CONDEMNED IN CASE NUMBER 89L51347) IN ROGERS INDUSTRIAL SUBDIVISION UNIT 7, RECORDED APRIL 26, 1973 AS DOCUMENT 22303462, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:
LOT 2 IN ROGERS INDUSTRIAL SUBDIVISION UNIT FOUR, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:
LOTS 2, 3 AND 4 IN ROGERS INDUSTRIAL SUBDIVISION UNIT THREE, RECORDED JUNE 25, 1970 AS DOCUMENT 2193411, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:
THAT PART OF COYLE AVENUE VACATED PER DOCUMENT _____, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS; BEGINNING AT THE WESTERMOST SOUTHWEST CORNER OF LOT 1 IN ROGERS INDUSTRIAL SUBDIVISION UNIT SEVEN, RECORDED APRIL 26, 1973 AS DOCUMENT 22303462, BEING A POINT ON THE EAST LINE OF ELMHURST ROAD AS DESIGNATED BY SAID DOCUMENT 22303462; THENCE SOUTHEASTERLY ALONG THE SOUTH LINE OF SAID LOT 1, BEING A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 36.00 FEET, A CHORD BEARING SOUTH 46 DEGREES 22 MINUTES 42 SECONDS EAST, A CHORD LENGTH OF 51.06 FEET, AN ARC LENGTH OF 56.76 FEET; THENCE NORTH 88 DEGREES 27 MINUTES 05 SECONDS EAST, ALONG THE SOUTH LINES OF LOT 1 AND LOT 2 IN SAID UNIT SEVEN SUBDIVISION, AND SOUTH LINE OF LOT 2 IN UNIT THREE OF ROGERS INDUSTRIAL SUBDIVISION, RECORDED JUNE 25, 1970 AS DOCUMENT 2193411, A DISTANCE OF 757.71 FEET TO A POINT OF CURVATURE; THENCE CONTINUING ALONG THE SOUTH LINE OF LOT 2 IN SAID UNIT THREE, NORTHEASTERLY ALONG A CURVE, TANGENT TO THE LAST DESCRIBED COURSE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 100.00 FEET, A CHORD BEARING NORTH 43 DEGREES 37 MINUTES 31 SECONDS EAST, A CHORD LENGTH OF 40.99 FEET, AN ARC LENGTH OF 156.47 FEET TO THE EAST LINE OF LOT 2 IN SAID UNIT THREE; THENCE SOUTH 01 DEGREE 12 MINUTES 03 SECONDS EAST, NON-TANGENT TO THE LAST DESCRIBED COURSE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 100.00 FEET, A CHORD BEARING NORTH 43 DEGREES 37 MINUTES 31 SECONDS EAST, A CHORD LENGTH OF 40.99 FEET, AN ARC LENGTH OF 156.47 FEET TO A POINT OF CURVATURE; THENCE CONTINUING ALONG SAID NORTH LINE OF LOT 4 ON A CURVE, NON-TANGENT TO THE LAST DESCRIBED COURSE, CONCAVE NORTHERLY, HAVING A RADIUS OF 160.00 FEET, A CHORD BEARING SOUTH 81 DEGREES 15 MINUTES 59 SECONDS WEST, A CHORD LENGTH OF 40.02 FEET, AN ARC LENGTH OF 40.13 FEET; THENCE CONTINUING ALONG SAID NORTH LINE OF LOT 4 AND THE NORTH LINES OF LOTS 3, 2 AND 1 IN SAID UNIT TWO OF ROGERS INDUSTRIAL SUBDIVISION, SOUTH 88 DEGREES 27 MINUTES 05 SECONDS WEST, TANGENT TO THE LAST DESCRIBED COURSE, 774.47 FEET TO A POINT OF CURVATURE; THENCE CONTINUING ALONG SAID NORTH LINE, SOUTHWESTERLY ALONG A CURVE, CONCAVE SOUTHEASTERLY, TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 36.00 FEET, A CHORD BEARING SOUTH 72 DEGREES 40 MINUTES 08 SECONDS WEST, A CHORD LENGTH OF 19.98 FEET, AN ARC LENGTH OF 19.83 FEET TO THE WEST LINE EXTENDED SOUTHERLY OF LOT 1 IN SAID ROGERS INDUSTRIAL SUBDIVISION UNIT SEVEN; THENCE NORTH 01 DEGREE 46 MINUTES 30 SECONDS WEST, 101.54 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

AS SHOWN BY THE ANNEXED PLAT WHICH IS A REPRESENTATION OF SAID SURVEY AND SUBDIVISION, ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF. ALL REGULATIONS ENACTED BY THE VILLAGE OF ELK GROVE VILLAGE RELATIVE TO PLATS AND SUBDIVISIONS HAVE BEEN COMPLIED WITH IN THE PREPARATION OF THIS PLAT. THIS SUBDIVISION IS WITHIN THE VILLAGE OF ELK GROVE VILLAGE WHICH HAS ADOPTED AN OFFICIAL COMPREHENSIVE PLAN AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY THE STATE OF ILLINOIS ACCORDING TO 65 ILCS 5/11-12-6 AS HERETOFORE AND HEREAFTER AMENDED, AND THIS SITE FALLS WITHIN "OTHER AREAS: ZONE X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS DEFINED BY THE FLOOD INSURANCE RATE MAP, MAP NUMBERS 1703100214J AND 1703100218J, BOTH HAVING A REVISED DATE OF AUGUST 19, 2008.

GIVEN UNDER MY HAND AND SEAL AT AURORA, ILLINOIS THIS _____ DAY OF _____ 20____

COMPASS SURVEYING LTD
PROFESSIONAL DESIGN FIRM
LAND SURVEYOR CORPORATION NO. 184-002778
LICENSE EXPIRES 4/30/2025

BY: _____
SCOTT C. KREBS
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3509
LICENSE EXPIRES 11/30/2024

SURVEYOR'S AUTHORIZATION TO RECORD

I HEREBY DESIGNATE THE VILLAGE CLERK OF ELK GROVE VILLAGE, AND/OR REPRESENTATIVES THEREOF, TO RECORD THIS PLAT, A TRUE COPY OF WHICH HAS BEEN RETAINED BY ME TO ASSURE NO CHANGES HAVE BEEN MADE TO SAID PLAT.

DATED THIS _____ DAY OF _____ 20____ AT AURORA, KANE COUNTY, ILLINOIS.

COMPASS SURVEYING LTD
PROFESSIONAL DESIGN FIRM
LAND SURVEYOR CORPORATION NO. 184-002778
LICENSE EXPIRES 4/30/2025

BY: _____
SCOTT C. KREBS
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3509
EXPIRES: 11/30/24

EASEMENT PROVISIONS

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO COMMONWEALTH EDISON COMPANY, AMERITECH COMPANY AND CABLE TELEVISION FRANCHISES, IF ANY, THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, IN, UPON, ALONG, AND UNDER THOSE PARTS OF THE LOTS HERON 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 GUYS, STUDDS, WIRES AND UNDERGROUND CONDUITS, CABLES, CABLE POLES, AND OTHER NECESSARY ELECTRICAL FACILITIES FOR THE PURPOSE OF SERVING THE SUBDIVISION AND RESIDENTS AND OWNERS OF 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 SAPLINGS AS MAY BE REASONABLY REQUIRED INCIDENTAL TO THE INSTALLATION AND MAINTENANCE OF SUCH FACILITIES. NO PERMANENT BUILDINGS SHALL BE PLACED ON SAID EASEMENT BUT 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 WATERMAINS.

EASEMENT PROVISIONS

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE
NICOR 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 HERON INDICATED BY BROKEN LINES ON THIS PLAT AND MARKED "EASEMENT FOR UNDERGROUND PUBLIC UTILITIES, SEWER, WATER, DRAINAGE, AND CABLE TV" OR "EASEMENT FOR PUBLIC UTILITIES, SEWER, WATER, DRAINAGE, AND CABLE TV." SAID EASEMENT TO BE FOR INSTALLATION, MAINTENANCE, RELOCATION AND REMOVAL OF GAS FACILITIES.

MULTI-USE PATH EASEMENT PROVISIONS

A PERMANENT NON-EXCLUSIVE EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF ELK GROVE VILLAGE, THEIR HEIRS, SUCCESSORS AND ASSIGNS OVER ALL AREAS HERON PLATTED AND DESIGNATED "EASEMENT FOR MULTI-USE PATH" FOR THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, REPAIR, REPLACE AND MAINTAIN THE MULTI-USE PATH WITHIN THE SUBJECT EASEMENT AREA, TOGETHER WITH THE RIGHT OF ACCESS FOR THE NECESSARY PERSONS AND OR EQUIPMENT TO COMPLETE ANY OF THE ABOVE WORK, TOGETHER WITH THE RIGHT OF TRANSFER ACROSS THE PROPERTY FOR PEDESTRIAN AND NON-MOTORIZED VEHICULAR TRAFFIC. THE RIGHT IS ALSO GRANTED TO CUT DOWN, TRIM OR REMOVE ANY TREES, BUSHES, OR SHRUBS ON THE EASEMENT THAT INTERFERE WITH THE OPERATION OF THE PUBLIC PATHWAYS. NO PERMANENT BUILDINGS SHALL BE PLACED ON SAID EASEMENT BUT THE SAME MAY BE USED FOR LAWNS AND LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS.

J:\PSDATA\2023 PROJECTS\23.0016\23.0016-01 PRELIMINARY PLAT\23.0016-01-PSUB-P1.DWG

3 OF 3 SCALE: N/A	PROJECT ELK GROVE VILLAGE DATA CENTER PHASE 1 ELK GROVE, IL	CLIENT Kimley»Horn © 2022 KIMLEY-HORN AND ASSOCIATES, INC. 4201 WINFIELD ROAD, SUITE 600, WARRENVILLE, IL 60555 PHONE: 630-487-5550 WWW.KIMLEY-HORN.COM	DATE: 4/5/23	PC N/A	DRAWN BY MRA	CHECKED BY SK	BOOK N/A	PG N/A
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			5	PER CLIENT COMMENTS	8/24/23	MRA		

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE SPECIFIC PAY PLAN POSITIONS FOR THE VILLAGE OF ELK GROVE VILLAGE

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

Section 1: That the hourly wage for Custodian and Porter positions of the Village of Elk Grove Village shall be and are hereby established as follows:

POSITION	PROBATIONARY HOURLY RATE	REGULAR HOURLY RATE
Custodian	\$21.48	\$21.81
Porter	\$18.46	\$20.29
Fire Inspector	\$36.00	\$36.00

Section 2: That the hourly salary for Interns for the Village of Elk Grove Village shall be and are hereby amended as follows:

POSITION	DEPARTMENT	HOURLY RATE
Intern	Health, Community Development, Public Works (Engineering)	\$17.21 per hour
Intern (Administrative)	Village Manager	\$21.02 per hour (First 6 Months) \$21.91 per hour (After 6 Months)

Section 3: That the hourly salary for Summer Employees of the Village of Elk Grove Village shall be and are hereby amended as follows:

	Rate FY 24	Rate FY 25
First Summer	\$14.25	\$15.00
Second Summer	\$15.25	\$16.00
Each Summer After	\$16.25	\$17.00

Section 4: That the weekly salaries for School Crossing Guards of the Village of Elk Grove Village, during the 42 weeks of school, shall be and are hereby established as follows:



10/11/2023

TO: Colby J. Basham, Director of Public Works

FROM: Bryan Grippo, Deputy Director of Public Works

SUBJECT: **Sanitary Manhole Rehabilitation - Illinois Tollway Intergovernmental Agreement**

BACKGROUND:

On June 20, 2023, the Village Board awarded a construction contract to Advanced Rehabilitation Technology of Bryan, OH, for the 2023 Manhole Rehabilitation Project in the amount of \$365,771.22. The project included the installation of internal chimney seals, bench and chimney repairs, manhole lining, television inspections, and a 10 year warranty.

Since the letting and awarding of this contract, the Illinois State Highway Authority (Illinois Tollway) has begun work on Illinois Tollway Contract I-21-4746 for the Advanced Touhy Roadway and Drainage Improvement Project. This construction project is part of the Illinois Tollway's larger Elgin O'Hare Western Access Project. There are forty-one (41) Village-owned sanitary sewer manholes that fall within the impacted zone of the Tollway's project. To reduce inflow and infiltration and increase capacity as a result of the impact on the Village's sanitary system, the Illinois Tollway has agreed to reimburse the Village the estimated cost for lining these forty-one (41) manholes.

The Village has approached Advanced Rehabilitation Technology and asked if they would extend their unit pricing from the 2023 Manhole Rehabilitation Project to these additional forty-one (41) manholes. Advanced Rehabilitation Technology has agreed to the work at the same unit pricing for an estimated total cost increase of \$153,375.

Attached is a copy of the Intergovernmental Agreement for the rehabilitation of forty-one (41) sanitary manholes on the east side of the Village's Business Park to be executed by and between the Illinois Tollway and the Village of Elk Grove Village. The agreement provides estimated funding for manhole rehabilitation to reduce inflow and infiltration and increase capacity as a result of the impact on the Village's sanitary system from Illinois Tollway Contract I-21-4746 for the Advanced Touhy Roadway and Drainage Improvement Project.

As part of this agreement, the Village will be responsible for lining forty-one (41) existing sanitary manholes within the Village's Business Park. The Illinois Tollway has agreed to reimburse the Village for this work at an estimated cost of \$153,375. On completion of the project, Illinois Tollway will reimburse the Village for the actual cost within 45 days after

receiving the final invoice.

I recommend the adoption of this Resolution authorizing the execution of the Intergovernmental Agreement between the Illinois State Highway Authority (Illinois Tollway) and the Village of Elk Grove Village for the rehabilitation of forty-one (41) sanitary manholes and the construction contract with Advanced Rehabilitation Technology of Bryan, OH, for the 2023 Manhole Rehabilitation project in the amount of \$153,375 for a total contract amount of \$519,146.22 from the Water and Sewer Fund. The Mayor must execute the agreement after the adoption of the Resolution.

APPROVALS:

Bryan Grippo	Created/Initiated
Brian Southey	Approved
Colby Basham	Approved
Lorrie Murphy	Approved
Christine Tromp	Approved
Caroline Gabiga	Approved
Maggie Jablonski	Final Approval

ATTACHMENTS:

1. RES_IGA,IDOT - PW
2. IGA_4746_EGV-Tollway_ManholeLining_For Signature_10.09.2023 FINAL
3. Exhibit_1and2_4746-EGV-TollwayIGA_ManholeLining_10062023 FINAL

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY AND THE VILLAGE OF ELK GROVE VILLAGE (EGV-TOLLWAY IGA MANHOLE LINING)

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

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

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
THE VILLAGE OF ELK GROVE VILLAGE**

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

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
THE VILLAGE OF ELK GROVE VILLAGE**

This INTERGOVERNMENTAL AGREEMENT (“AGREEMENT”) is entered into by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois (“ILLINOIS TOLLWAY”), and the VILLAGE OF ELK GROVE VILLAGE, a municipal corporation of the State of Illinois (“VILLAGE”), individually referred to as “PARTY,” and collectively referred to as “PARTIES.”

RECITALS:

WHEREAS, the ILLINOIS TOLLWAY, in order to facilitate the free flow of traffic and enhance the safety of the motoring public is improving certain portions of the toll highway system, including but not limited to the construction of the I-490 Toll Highway connecting the Jane Addams Memorial Tollway (I-90) with the Tri-State Tollway (I-294) along the west side of O’Hare International Airport (“O’Hare Airport”) as part of the ILLINOIS TOLLWAY’s Elgin O’Hare Western Access (“EOWA”) project, as set forth in various construction contracts, including but not limited to ILLINOIS TOLLWAY Contract I-21-4746, Advance Touhy Avenue Roadway and Drainage Improvements, which includes the relocation of water main and sanitary service and all other work necessary to complete the contract in accordance with the approved plans and specifications (“PROJECT”);

WHEREAS, the PROJECT includes the construction of a four (4) inch sanitary force main and lift station to be owned and maintained by the City of Des Plaines that will discharge to the existing VILLAGE sanitary sewer system via a connection along Old Higgins Road and Carmen Drive (“CITY TO VILLAGE SANITARY CONNECTION”), as depicted in EXHIBIT 1;

WHEREAS, the VILLAGE and City of Des Plaines may enter into a separate intergovernmental agreement to outline their respective responsibilities relative to the CITY TO VILLAGE SANITARY CONNECTION installation work;

WHEREAS, the VILLAGE has identified forty-one (41) existing VILLAGE sanitary manholes which are a part of the VILLAGE sanitary system;

WHEREAS, reducing inflow and infiltration (“I&I”) within the VILLAGE sanitary system through the rehabilitation of existing manholes will add capacity and resiliency to the VILLAGE’s sanitary sewer system thus making capacity available for the PROJECT improvements including installation of the CITY TO VILLAGE SANITARY CONNECTION;

WHEREAS, the VILLAGE is currently rehabilitating several manholes within the VILLAGE under construction contract PW-2324-07, 2023 Manhole Rehabilitation (“VILLAGE PROJECT”);

WHEREAS, by this AGREEMENT, the PARTIES desire to determine and establish their respective responsibilities toward engineering, right of way acquisition, utility relocation, construction, funding, maintenance and jurisdiction of the PROJECT including installation of the CITY TO VILLAGE SANITARY CONNECTION;

WHEREAS, the ILLINOIS TOLLWAY, by virtue of its powers as set forth in the Toll Highway Act, 605 ILCS 10/1, *et seq.*, is authorized to enter into this AGREEMENT;

WHEREAS, the VILLAGE, by virtue of its powers as set forth in the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*, is authorized to enter into this AGREEMENT; and

WHEREAS, a cooperative intergovernmental agreement is appropriate, and such an agreement is authorized by Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the PARTIES agree as follows:

I. ENGINEERING

The ILLINOIS TOLLWAY agrees to perform preliminary and final design engineering, obtain necessary surveys and prepare the final plans and specifications for the PROJECT. The ILLINOIS TOLLWAY shall submit the plans and specifications to the VILLAGE for review and comment at the final stage of plan preparations.

II. RIGHT OF WAY

- A. The ILLINOIS TOLLWAY shall perform all survey work and prepare all parcel plats and legal descriptions for all right of way necessary for construction of the PROJECT pursuant to the plans and specifications.
- B. No transfer of property interests between the PARTIES is required for this PROJECT, nor is the transfer of any interest in land deemed necessary for the future maintenance and operation of their respective facilities. Therefore, it is understood and agreed by the PARTIES that there will be no exchange of any property interests pursuant to this AGREEMENT.

III. UTILITY RELOCATION

The ILLINOIS TOLLWAY agrees to perform any necessary utility coordination for the PROJECT.

IV. CONSTRUCTION

- A. The ILLINOIS TOLLWAY is responsible for advertising and receiving bids, awarding the contract(s), providing construction engineering inspections for and causing the PROJECT to be constructed in accordance with the PROJECT plans and specifications.
- B. The VILLAGE agrees to add the rehabilitation of forty-one (41) existing sanitary manholes within the VILLAGE sanitary sewer system to the VILLAGE PROJECT in order to reduce I&I and add capacity required for the PROJECT, described as “MANHOLE REHABILITATION” and depicted in EXHIBIT 2.
- C. The VILLAGE is responsible for the construction and construction engineering for said MANHOLE REHABILITATION.
- D. The PARTIES’ intent is to proceed with construction of the PROJECT and MANHOLE REHABILITATION upon execution of this AGREEMENT expeditiously and concurrently.
- E. Notices required to be delivered by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Article VII.L. of this AGREEMENT.

V. FINANCIAL

- A. The PARTIES mutually agree that the total estimated cost for the MANHOLE REHABILITATION is \$153,375.00.
- B. It is further agreed that notwithstanding the estimated cost, the ILLINOIS TOLLWAY shall be responsible for the actual cost of the MANHOLE REHABILITATION as identified by the PARTIES.
- C. The PARTIES agree that upon receipt of an invoice from the VILLAGE, the ILLINOIS TOLLWAY shall pay the VILLAGE for the construction of the MANHOLE REHABILITATION upon completion of work. The payment shall be made within forty-five (45) calendar days of receipt of the invoice from the VILLAGE by the ILLINOIS TOLLWAY.

VI. MAINTENANCE – RESPONSIBILITIES

- A. The VILLAGE shall continue to maintain all portions of the VILLAGE sanitary system, including the existing manhole at the CITY TO VILLAGE SANITARY CONNECTION.
- B. During construction, each PARTY shall continue to maintain its existing maintenance/jurisdictional responsibilities unless otherwise maintained by the construction contractor(s) during construction pursuant to approved plans and specifications.

- C. The ILLINOIS TOLLWAY shall enter into separate intergovernmental agreements, as required, with the City of Chicago and the City of Des Plaines for the PROJECT.

VII. GENERAL PROVISIONS

- A. It is understood and agreed by the PARTIES that each shall obtain or retain jurisdiction of their respective facilities that may be affected by the PROJECT, except as otherwise expressly provided for in this AGREEMENT. For purposes of this AGREEMENT, jurisdiction shall mean the authority and obligation to administer, control, construct, maintain and operate.
- B. This AGREEMENT constitutes the complete and exclusive statement of the PARTIES' agreements relative to the subject matter herein and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.
- C. Wherever in this AGREEMENT approval or review by any of the PARTIES is provided for, said approval or review shall not be unreasonably delayed or withheld.
- D. In a timely manner following execution of this AGREEMENT, each PARTY shall designate in writing a representative who shall serve as the full-time representative of said PARTY during the term of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.
- E. In the event of a dispute between the PARTIES in the performance of this AGREEMENT, the Chief Engineering Officer of the ILLINOIS TOLLWAY, and the Village Manager of the VILLAGE, or their authorized designees, shall meet to resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning carrying out of this AGREEMENT, the decision of the Chief Engineering Officer of the ILLINOIS TOLLWAY shall be final.
- F. This AGREEMENT may be executed using electronic signatures and in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- G. This AGREEMENT may only be modified in writing, which writing must be executed by duly authorized representatives of the PARTIES and the Illinois Attorney General.
- H. Unless otherwise agreed to in writing by all PARTIES, this AGREEMENT shall become null and void if the contracts covering the construction work contemplated herein are not completed within two (2) years of the date this AGREEMENT is executed.

- I. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES and their respective successors and approved assigns. No PARTY may assign, transfer, sell, grant, convey, deed, cede or otherwise give over, in any manner or form, any of its duties, obligations and/or responsibilities as set forth in this AGREEMENT without first obtaining the express written consent and permission of the other PARTY, except as otherwise provided in this AGREEMENT.
- J. The failure by the PARTIES to seek redress for violation of any condition or covenant of this AGREEMENT, or the failure of either PARTY to insist upon strict performance of any condition or covenant of this AGREEMENT, shall not constitute a waiver of any such breach or subsequent breach of such conditions, covenants, terms, rights and remedies. No provision of this AGREEMENT shall be deemed waived by either PARTY unless such provision is waived in writing.
- K. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflict of law principles. In the event of litigation, venue and jurisdiction shall lie exclusively in the Circuit Court of DuPage County.
- L. All written reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered, mailed via certified mail, overnight mail delivery or electronic mail delivery to the following persons at the following addresses:
 - To the ILLINOIS TOLLWAY: The Illinois Toll Highway Authority
2700 Ogden Avenue
Downers Grove, Illinois 60515
Attn: Chief Engineering Officer
mnashif@getipass.com
 - To the VILLAGE: The Village of Elk Grove Village
901 Wellington Avenue
Elk Grove Village, Illinois 60007
Attn: Village Manager
MRoan@elkgrove.org
- M. The PARTIES shall maintain books and records related to the performance of this AGREEMENT for a minimum of five (5) years from the last action taken pursuant to this AGREEMENT, including documents sufficient to verify the amounts, recipients and uses of all funds disbursed in conjunction with or pursuant to the terms of this AGREEMENT. The PARTIES further agree to cooperate fully with any audit and to make their books and records, and books and records within their custody or control available to the Illinois Attorney General, the Illinois Auditor General, the Illinois Tollway Inspector General (“IG”), VILLAGE auditors, State of Illinois internal auditors, the ILLINOIS TOLLWAY Department of Internal Audit, the ILLINOIS TOLLWAY or any other governmental entity with monitoring authority, upon reasonable notice and during normal business hours.

- N. The VILLAGE recognizes that pursuant to Section 8.5 of the Toll Highway Act, 605 ILCS 10/8.5, the IG is authorized to conduct investigations into certain matters, including but not limited to allegations of fraud, waste and abuse, and to conduct reviews. The VILLAGE shall fully cooperate in any IG investigation or review and shall not bill the ILLINOIS TOLLWAY for such time. Cooperation includes (i) providing access to all information and documentation related to the performance of this AGREEMENT, and (ii) disclosing and making available all personnel involved in or connected with, or having knowledge of, the performance of this AGREEMENT.
- O. All matters set forth in the Recitals are agreed to, and the PARTIES understand the Recitals are part of this AGREEMENT.
- P. This AGREEMENT terminates upon the earlier of (i) the ILLINOIS TOLLWAY's reimbursement of the costs identified in Article V.A., or (ii) two (2) years after its full execution date. Notwithstanding the foregoing, all maintenance terms, terms requiring cooperation and terms intended to continue after termination, expressly excluding financial terms, will survive termination of this AGREEMENT and will remain in full force and effect unless otherwise amended as identified in Article VII.G.

SIGNATURE PAGE TO FOLLOW

IN WITNESS THEREOF, the PARTIES have executed this AGREEMENT on the dates indicated below.

THE VILLAGE OF ELK GROVE VILLAGE

By: _____
Craig B. Johnson
Mayor

Date: _____

Attest: _____

Date: _____

Name: _____
(Please Print Name)

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Arnaldo Rivera
Chairman/CEO

Date: _____

Approved as to Form and Constitutionality

Assistant Attorney General

Elgin O'Hare Western Access

LEGEND

- EOWA Improvements
 - Proposed Tollway Right-of-Way
 - Railroad (UPRR)
- Contract I-21-4746 Improvements**
- Proposed Watermain
 - Proposed Sanitary Sewer

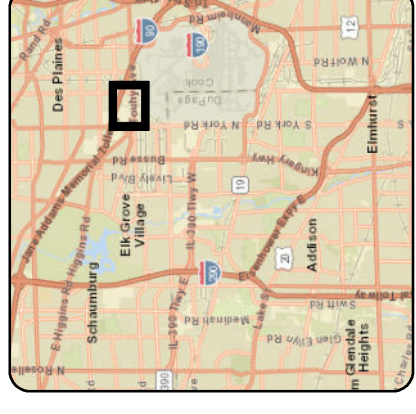
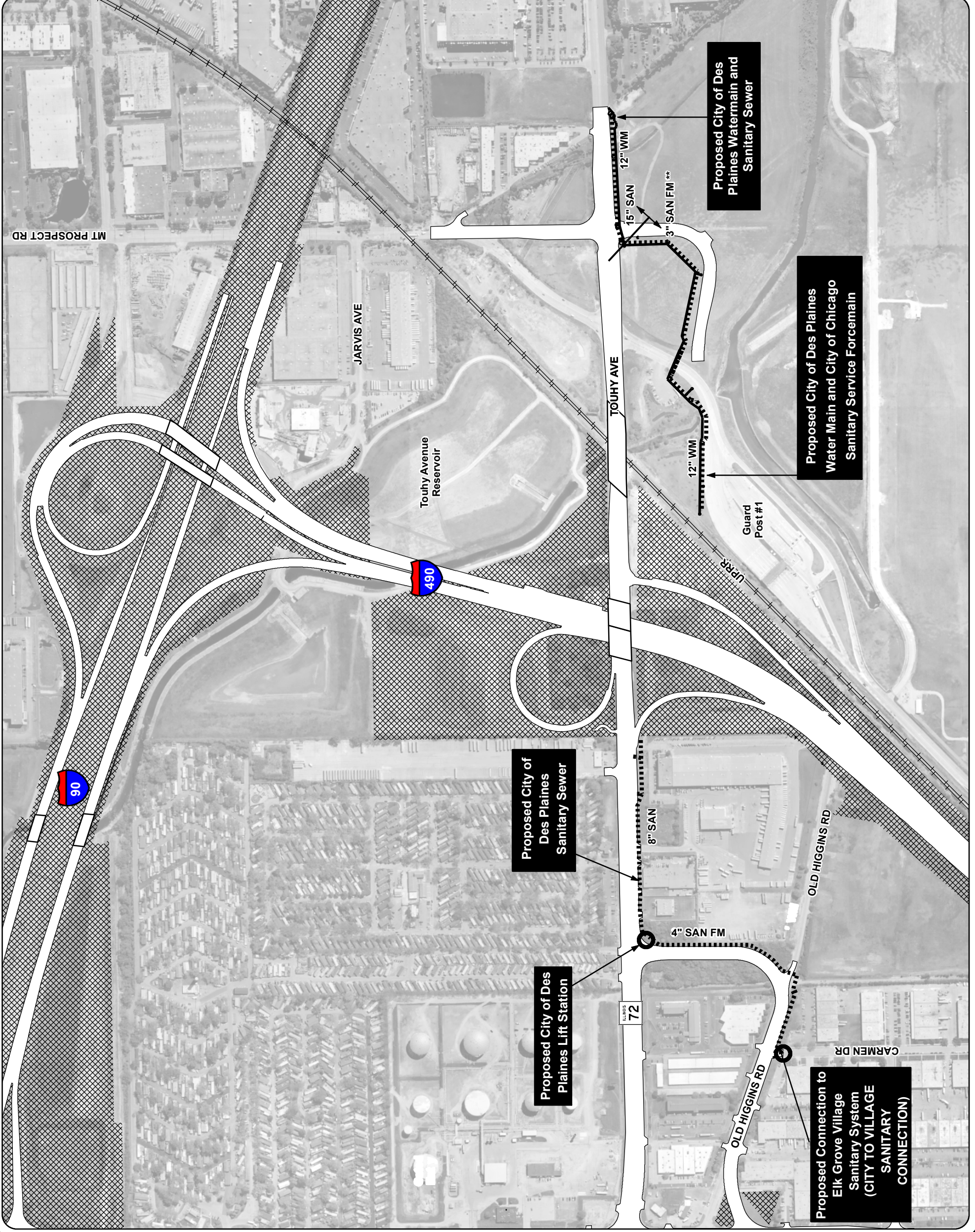
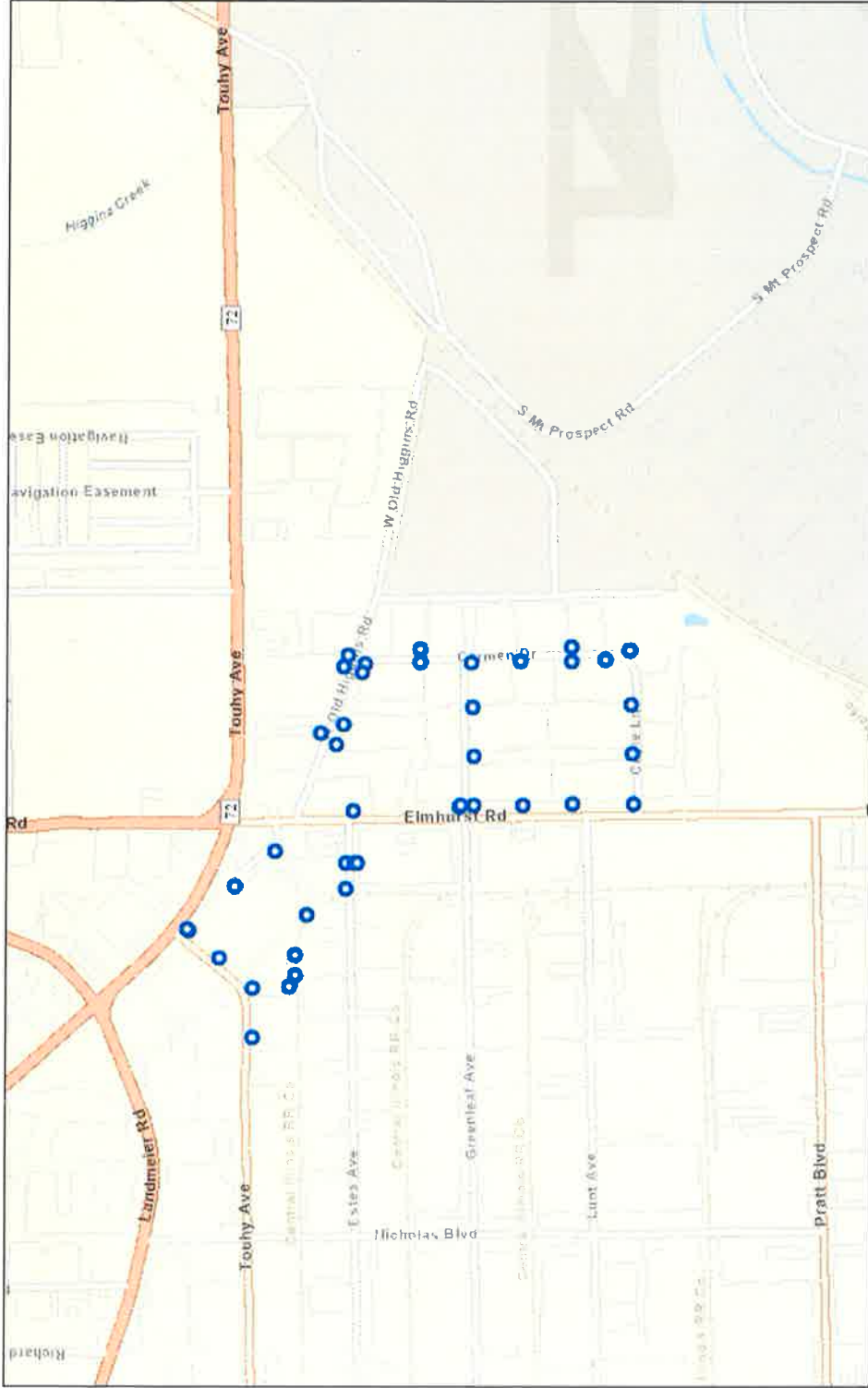


Exhibit 1
 Elgin O'Hare Western Access
 Contract I-21-4746
 PROJECT MAP



41 MANHOLES

Letter ANSI A Landscape



May 2, 2023

Open Mapbox

EXHIBIT 2 MANHOLE REHABILITATION

Manhole Locations Tributary to
VILLAGE SANITARY CONNECTION

RESOLUTION NO. _____

A RESOLUTION AMENDING RESOLUTIONS 51-94, 46-09 AND 30-15 AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A THIRD AMENDMENT TO THE WATER TOWER LEASE AGREEMENT BETWEEN HE VILLAGE OF ELK GROVE VILLAGE AND SPRINTCOM LLC, A KANSAS LIMITED LIABILITY COMPANY (2035 TONNE 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 the Mayor be and is hereby authorized to sign the attached documents marked:

THIRD 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 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

THIRD AMENDMENT TO LEASE AGREEMENT

THIS THIRD AMENDMENT TO LEASE AGREEMENT (this “Third Amendment”) is made as of the date of the last signature below, 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” or “Lessor”) and **SprintCom LLC, a Kansas limited liability company**, successor in interest to Clear Wireless LLC, a Nevada limited liability company, successor in interest to Nextel West Corp., a Delaware corporation with an address at 6220 Sprint Parkway, Mailstop KSOPHD0101-Z2650, Overland Park, KS 66251 (“Tenant” or “Lessee”).

WHEREAS, Landlord and Tenant entered into a certain Water Tower Lease Agreement, dated October 11, 1994 (the “Original Lease”), Amendment No. 1 dated September 2, 2009 (“First Amendment”), and Second Amendment dated June 16, 2015 (“Second Amendment”) 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 (the Original Lease, First Amendment and Second Amendment are, collectively, the “Lease”); and

WHEREAS, the parties have agreed to permit Tenant to relocate its equipment to a new communications tower (“New Tower”) constructed by Landlord and to new ground space adjacent thereto located at Landlord’s property located at 2035 Tonne Road, Elk Grove Village, Illinois, 60007 and is legally described on Exhibit A-1 attached hereto and incorporated herein; 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. Upon full execution of this Third Amendment, Landlord hereby leases to Tenant the relocation Premises described on Exhibit B-2, attached hereto. Tenant is permitted to install the Lessee Facilities on the New Tower and at the relocation Premises described on Exhibit B-2 attached hereto. Upon completion of the relocation of the Lessee Facilities to the New Tower, all references in the Lease to “Tower” shall thereafter refer to and mean the New Tower.
2. Upon commercial operation of the Lessee Facilities on the New Tower, Section 1 of the Lease, is hereby deleted in its entirety and replaced with the following:
 1. Premises. 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. Landlord hereby leases to and Tenant leases from Landlord, approximately 480 square feet (16’ x 30’) of land, space on Landlord’s New Tower, and all access and utility easements (the “Premises”) as described in Exhibit B-2 to this Third Amendment.
3. Termination of First Amendment; Modification to Rent. Pursuant to Section 3 of the First Amendment, Landlord and Tenant hereby agree that the First Amendment is hereby terminated in its entirety. Therefore, effective as of the date of the full execution of this Third Amendment, the monthly Rent shall be adjusted to a total of Three Thousand Four Hundred and Twenty-One Dollars and Forty-Two

9. This Third 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.
10. This Third 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 Third Amendment.
11. Except as specifically set forth in this Third 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 Third Amendment, the terms of this Third Amendment shall take precedence.
12. Capitalized terms not defined in this Third Amendment will have the meaning ascribed to such terms in the Lease.
13. Landlord will execute a recordable Memorandum of Agreement at Tenant's request.
14. This Third Amendment shall be effective as of the date last executed below

[SIGNATURE PAGE(S) TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Third Amendment as of the date of the last signature below.

TENANT:
SprintCom LLC,
a Kansas limited liability company

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-2

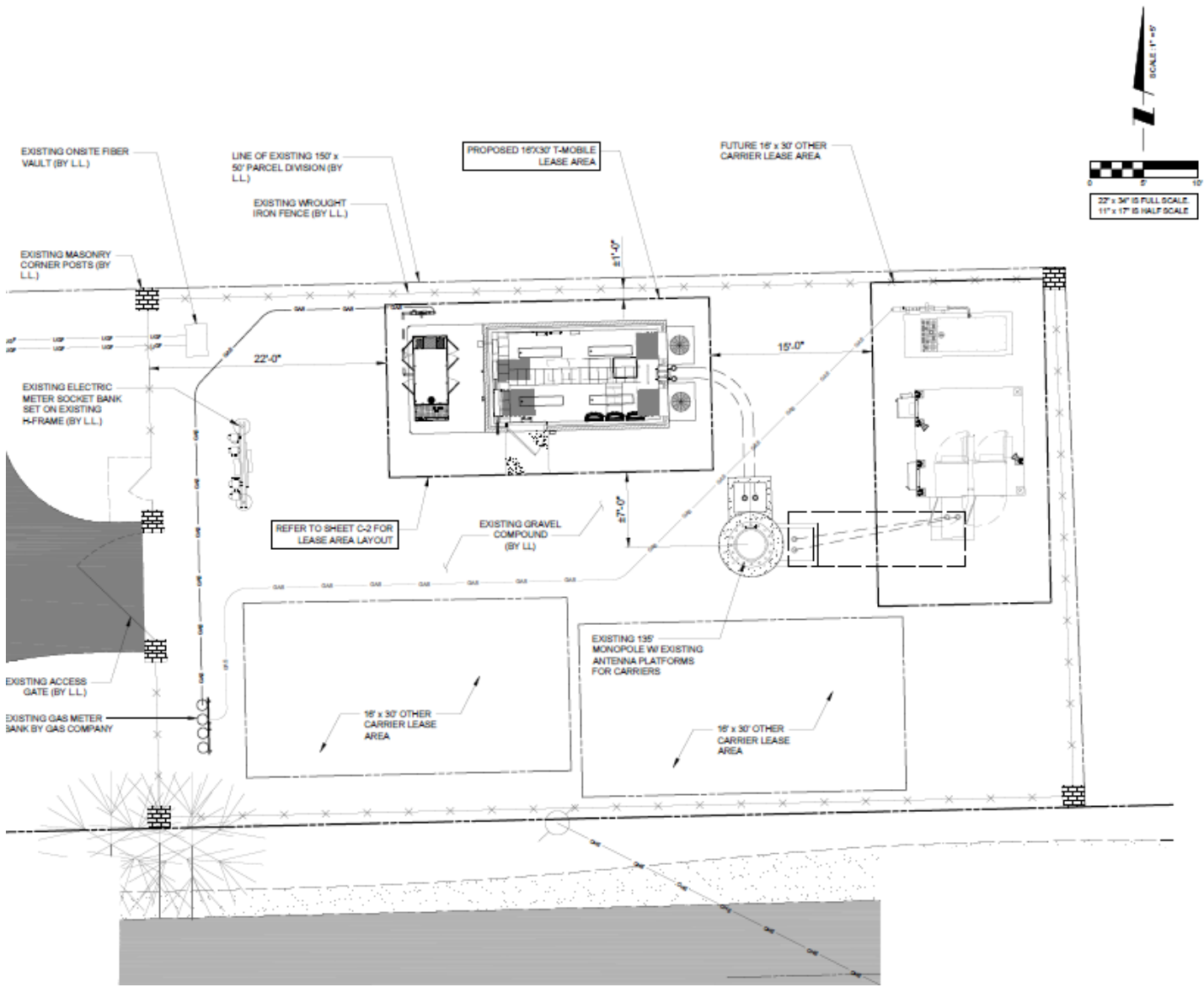
Premises

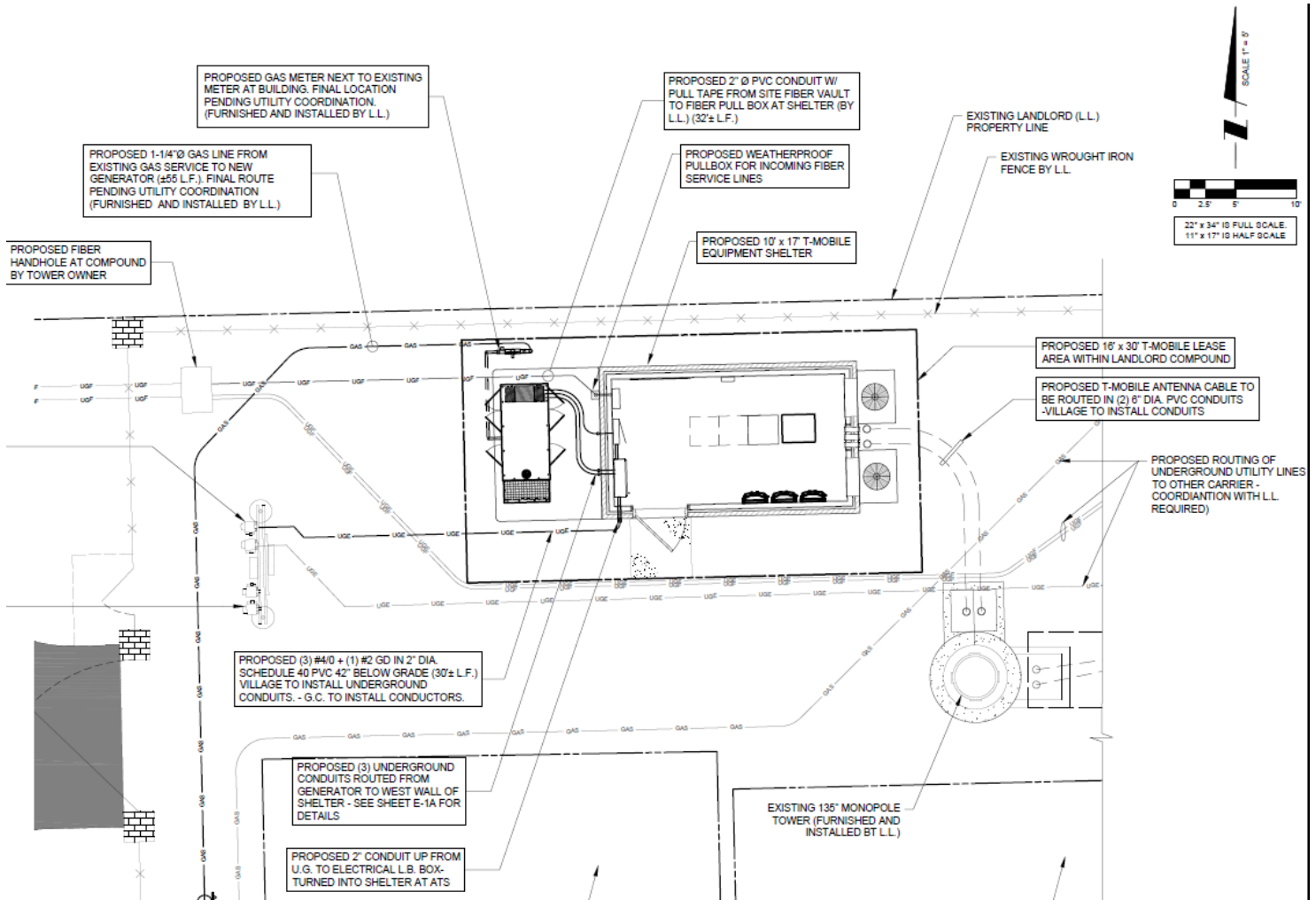
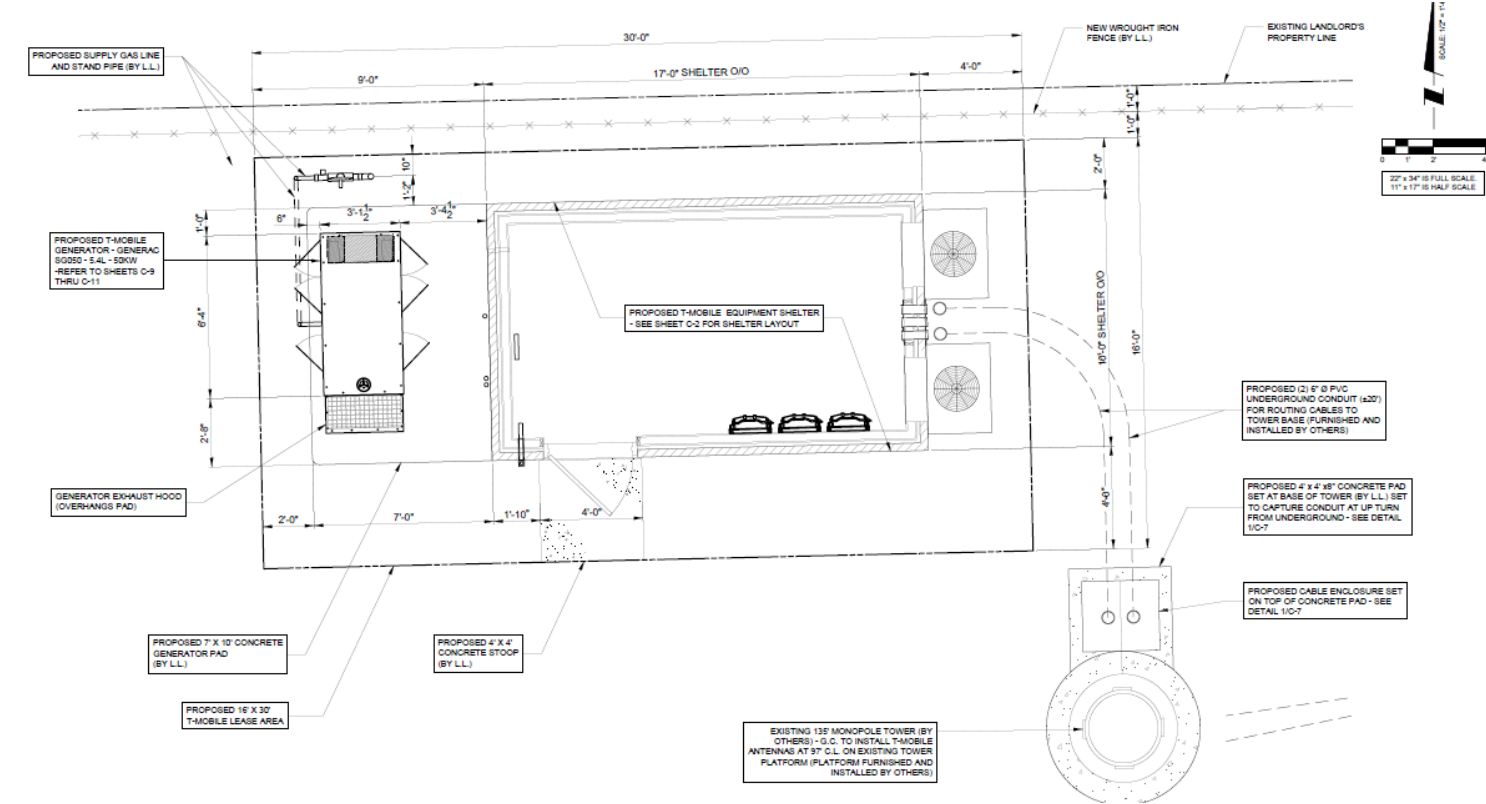
The Premises shall consist of 480 (16' x 30') square feet of ground space, legally described below, space on Landlord's telecommunications monopole, along with easement rights for access to the Premises and parking by vehicle, trucks, heavy machinery or foot from the nearest public way and for the installation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

Ground Space Legal Description

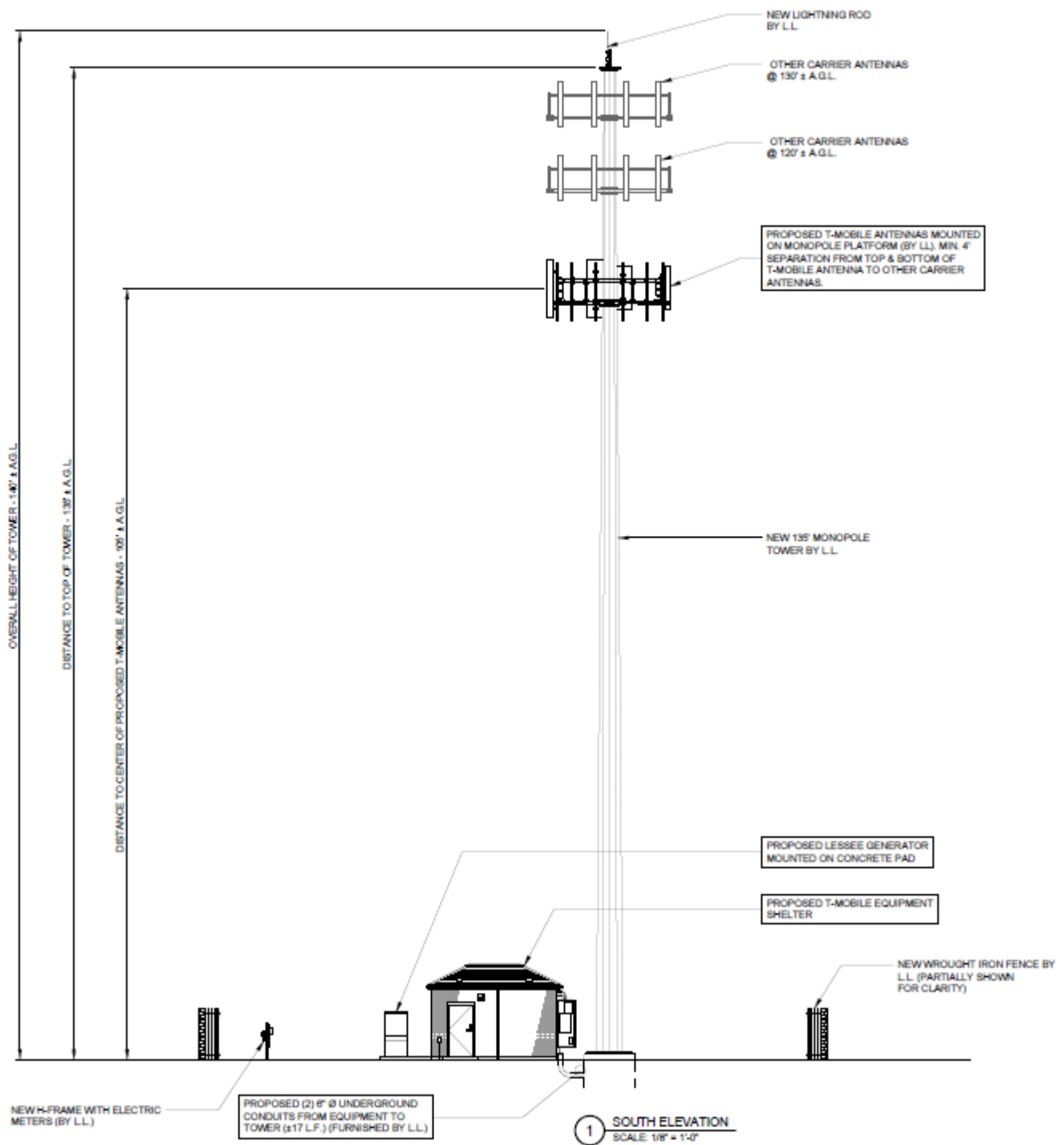
THAT PART OF LOT 2 IN TONNE MONOPOLE SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 7, 2023 AS DOCUMENT NUMBER 2303815010, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

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 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.





CH84051A



ANTENNA & CABLE SCHEDULE

SECTOR	ALPHA	ALPHA	BETA	BETA	GAMMA	GAMMA
LOCATION	A-1	A-2	B-1	B-2	C-1	C-2
TECHNOLOGY	L700/L600/N600/L2100/ L1900/G1900	L2500/N2500	L700/L600/N600/L2100/ L1900/G1900	L2500/N2500	L700/L600/N600/L2100/ L1900/G1900	L2500/N2500
AZIMUTH	0°	0°	90°	90°	270°	270°
RAD CENTER	97'	97'	97'	97'	97'	97'
COLOR CODING	RED	RED	GREEN	GREEN	BLUE	BLUE
MODEL #	FFVV-65C-R3-V1 (OCTO)	AEHC (MASSIVE MIMO)	FFVV-65C-R3-V1 (OCTO)	AEHC (MASSIVE MIMO)	FFVV-65C-R3-V1 (OCTO)	AEHC (MASSIVE MIMO)
MECH. DOWNTILT	0°	0°	0°	0°	0°	0°
ELEC. DOWNTILT	0°	0°	0°	0°	0°	0°
RRU TYPE	-	AHLOA/AHFIG	-	AHLOA/AHFIG	-	AHLOA/AHFIG
HCS DIA. & TYPE	HCS 2.0 TRUNK					
HCS FACTORY LENGTH	±225'					
HCS ACTUAL LENGTH	±135'					
JUMPER TYPE FROM COVP TO RRU	HYBRID JUMPER	HYBRID JUMPER	HYBRID JUMPER	HYBRID JUMPER	HYBRID JUMPER	HYBRID JUMPER
JUMPER LENGTH	12'	12'	12'	12'	12'	12'
JUMPER TYPE FROM RRU TO ANTENNA	RF JUMPER	RF JUMPER	RF JUMPER	RF JUMPER	RF JUMPER	RF JUMPER
JUMPER LENGTH	15'	15'	15'	15'	15'	15'

