



ADDENDUM

REGULAR VILLAGE BOARD MEETING

August 13, 2019

7:00 PM

6. CONSENT AGENDA

- v. Consideration to adopt Ordinance No. 3623 authorizing the Mayor and Village Clerk to execute a Redevelopment Agreement between the Village of Elk Grove Village and Sunrise Retail Development, LLC for property located at 1600 E. Oakton Street.

(Last fall, the Village acquired the Elk Grove Hotel with the purpose of initiating the redevelopment of the nearly 7.5 acre parcel.

(This agreement provides for Sunrise Retail Development to redevelop the former Elk Grove Hotel property.)

- w. Consideration to adopt Ordinance No. 3624 amending the Building Activity Code of the Village of Elk Grove Village by deleting subsection G of Section 8-3A-5 entitled "Structures Existing on Date of Adoption of Chapter; Structures Moved into the Village".

(This Ordinance deletes in its entirety subsection G of Section 8-3A-5 entitled Structures Existing on Date of Adoption of Chapter; Structures Moved into the Village.)

- x. Consideration of a request to hold a Public Hearing before the Plan Commission to consider a Petition for a Special Use Permit to operate a fueling station at 1900 Busse Road.

(Love's Travel Stops & Country Stores, Inc. has petitioned the Village for a special use permit for the purpose of operating a fueling station at 1900 Busse Road.

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

In compliance with the Americans with Disabilities Act and other applicable Federal and State laws, the meeting will be accessible to individuals with disabilities. Persons requiring auxiliary aids and/or services should contact the Village Clerk, preferably no later than five days before the meeting.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A REDEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF ELK GROVE VILLAGE AND SUNRISE RETAIL DEVELOPMENT, LLC FOR PROPERTY LOCATED AT 1600 E. OAKTON STREET

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:

REDEVELOPMENT 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 _____ 2019.

APPROVED this _____ day of _____ 2019.

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT (“Agreement”), is made and entered into as of the 5th day of August, 2019, by and between the Village of Elk Grove Village, an Illinois home rule municipal corporation located in Cook and DuPage Counties, Illinois (the "Village"), and Sunrise Retail Development LLC, an Illinois limited liability company (the “Developer.”) The Developer together with the Village, are collectively referred to as the “Parties).

RECITALS

A. Pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILLS 5/11 - 74.4-1 *et seq.* (the "Act"), in 2014, the Village adopted the Busse/Elmhurst Redevelopment Plan (“Plan”) and created the Busse/Elmhurst Redevelopment Project Area (“TIF District”) in accordance with the Act. Prior to adopting the Plan, the Village held a public hearing and met with representatives of area taxing districts to solicit and obtain comments on the Plan.

B. To further realize the goals of the Plan, the Village has acquired certain property within the TIF District, located at 1600 E. Oakton Street, which was formerly operated as the “Elk Grove Hotel.” The property consists of approximately 7.43 acres and is legally described in Exhibit A, attached hereto (the “Property”).

C. The Village intends to demolish certain existing structures on the Property to prepare it for redevelopment, after which, subject to the terms and conditions set forth herein, the Village will convey the Property to Developer, which has committed to build two hotels and a commercial/restaurant development, all as depicted on the preliminary site plan attached hereto as Exhibit B. The acquisition of the Property and conveyance thereof to the Developer, demolition of existing structures, site preparation and the construction of the hotels and commercial uses are collectively referred to herein as the “Project.”

D. Developer has represented to the Village that, but for the Village’s assistance as set forth herein, the Project will not be financially feasible.

E. The Village desires to have the Property redeveloped in accordance with the Plan to eliminate existing blighting conditions, attract additional private investment in the business park, insure the ongoing stability of the Village’s taxing base for it and overlapping taxing districts, and to stop the decline in the assessed valuation of the Property and surrounding areas,

all of which will be in the best interests of the Village by furthering the health, safety, and welfare of its residents and taxpayers.

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

I
RECITALS PART OF AGREEMENT

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

II
MUTUAL ASSISTANCE

The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications (and, in the Village's case, the adoption by the Village of such ordinances and resolutions), as may be reasonably necessary or appropriate, in the judgment of the Village, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent.

III
REDEVELOPMENT PROJECT

3.01 Developer's Private Investment.

The Village created the Busse/Elmhurst TIF District to attract additional private investment into its Business District. Upon completion of the Project as contemplated herein, Developer expects to invest approximately Twenty-Five Million Dollars (\$25,000,000.00) in private funds, based on its current estimates. However, the parties understand and agree that Developer may complete the Project for less so long as Developer completes the Project in accordance with the plans approved by the Village and in conformance with this Agreement.

3.02 Village Plan Approval.

Within ninety (90) days of execution of this Agreement, Developer shall submit the following:.

- A. Letter of transmittal addressing standards for rezoning listed in the petition;
- B. Petition for Rezoning;
- C. Petition for Subdivision showing three distinct Lots;
- D. Plat of Survey;
- E. Plat of Re-subdivision;
- F. Site Plan and renderings;
- G. Landscape Plan;
- H. Utility and Stormwater Plan;
- I. Signage Plan; and
- J. Cross Easement Agreement, which the Village will provide within two weeks of Developer's execution of this Agreement.

On or before December 31, 2019, Developer shall have obtained approvals of the foregoing from Village staff and the Village Plan Commission. The preliminary site plan which is attached hereto as Exhibit B also depicts the preliminary layout of the lots to be created. The parties acknowledge that as the Project progresses, the actual lot lines may change prior to the Village approving a final Plat for each lot.

3.03 Other Regulatory Agency Approvals.

Developer shall, with the approval and cooperation of the Village, petition for and obtain any required approvals from all regulatory agencies having Jurisdiction over the Property, including the Municipal Water Reclamation District ("MWRD") and the Illinois Department of Transportation ("IDOT"). Developer shall inform Village of all meetings and provide copies of all correspondence with any regulatory agency and the Village shall assist the Developer in obtaining these approvals. Developer shall have obtained all required approvals from the MWRD and IDOT, along with any other governmental agency having jurisdiction over the Project on or before September 30, 2020. In the event Developer fails to obtain approvals from the Village and other regulatory approvals as set forth herein, Village shall have the right to terminate this Agreement and Developer shall have no further rights to or interest in the Property. So long as Developer has diligently pursued these approvals, the Village will reasonably agree to extend this deadline.

IV
THE PROJECT/PHASING

4.01 Deposit.

At the request of Developer, the Village has agreed to take the Property off the market and enter into this Agreement, giving the Developer the exclusive right to acquire the Property on the terms and conditions as set forth herein. As consideration, Developer agrees that upon the Village's execution of this Agreement, it will make a deposit with the Village of Fifty Thousand Dollars (\$50,000.00) ("Deposit"). The Deposit shall be non-refundable but applicable towards the Purchase Price when Developer acquires the Phase I property, as set forth herein.

4.02 Plans and Permits for each Phase of Project.

Developer will develop the Project in phases, the scope of each to be agreed to by the Developer and the Village. Each Project phase shall be commenced and completed as set forth in this Article IV. Prior to the commencement of each phase, Developer shall submit a preliminary plan to the Village staff for review for that Phase including a detailed site plan, renderings of the proposed building being constructed, landscaping and signage plans. Upon the Village's approval, Developer shall cause working drawings to be prepared in compliance with all applicable codes and shall submit same for a building permit for that particular phase. Developer shall be responsible for all applicable fees, including permit and tap-on fees.

4.03 Conveyance of Property.

A. Once the Developer's plans and other required submissions are approved and the Village has received evidence that Developer has secured both financing and a commercially viable user for that phase, the Village shall issue a building permit and Developer shall pay the Purchase Price, as defined below. The Village shall convey title to the Developer or a related entity, so long as that entity is controlled by Developer or the principals of Developer.

B. If for any reason the Developer does not commence construction of a phase within one hundred and twenty (120) days of title being transferred, the Village

shall have the right to repurchase that portion of the Property for One Dollar (\$1.00) by delivering a seven-day written notice to Developer.

C. Each phase shall be substantially completed in accordance with the timeframes set forth in paragraph 4.05 hereof. For the purposes of this Agreement, “commencement of construction” shall mean the issuance of a permit by the Village for the construction or renovation of a given building and/or site in any given phase and the active construction associated with site and/or building development for a continuous or cumulative period of no less than fifteen days per month for the first four months of construction; “Substantial Completion” shall mean that the Village has issued a Certificate of Completion for that phase of the Project in accordance with Section 4.05(D).

D. Developer acknowledges that the Village has spent substantial sums to acquire the Property. The Village’s goal is to eliminate blight and stimulate investment in the area by attracting well run, mid to upper price point hotels. Accordingly, Developer hereby acknowledges that Village has entered into this Agreement in reliance on Developer’s representation that it would develop and operate two nationally recognized hotels: a Country Inn and Suites and a Tru by Hilton. Therefore, Developer agrees that any future substitution of hotel brands shall be of a quality equal to or better than these two hotel brands.

4.04 Site Preparation and Purchase Price.

A. The parties agree that notwithstanding the phasing of the Project, completing all of the demolition, site grading and remediation necessary to redevelop the Property as a whole will be more practical and result in cost savings, rather than being done with each phase. Therefore, the Village hereby agrees that prior to conveying any portion of the Property to the Developer, the Village shall demolish existing structures, clear the site of debris and remediate any unlawful environmental conditions on the Property (collectively, “Site Improvements”).

B. The “Purchase Price” for the Property shall be the total cost of the Site Improvements prorated over the entire Property on a per square foot basis (“SF Price”) and multiplying the SF Price by the number of square feet being conveyed. By way of example, the Property consists of 7.43 acres, which consists of 323,658 square feet of property. If the costs of the Site Improvements total One Million Dollars, the Purchase Price would be Three Dollars and Nine cents (\$3.09 per square foot). If the Developer requests 4 acres for a phase, the price would be: $4 \times 43,560 \times \$3.09 = \$538,401$.

C. Once the Village issues a building permit, Developer shall pay the Purchase Price for that portion of the Property Developer is requesting. In no event shall the Village be obligated to convey any more of the Property to Developer than the portion of the Property necessary for any particular phase. The Village shall convey title to Developer or its nominee, so long as any nominee is controlled by the principals of the Developer.

4.05 Phasing.

The Project shall be developed in as many as three phases; however, the Developer, subject to the Village’s reasonable approval, may combine phases to accommodate hotel, retail and restaurant users. The timeline for developing the phases of the Project shall be:

A. Phases.

Phase I: Phase I shall consist of the renovation of the existing hotel building to be operated as an agreed to hotel with no fewer than 70 hotel rooms as depicted in Exhibit C, along with the construction of all necessary utilities, and the reconfiguration of the ingress and egress to and from the Property. Developer shall commence Phase I no later than September 30, 2020 and shall be substantially completed no later than October 31, 2021. Developer expects to invest approximately Seven Million Dollars (\$7,000,000.00) in Phase I of the Project based on current estimates.

Phase II. Phase II shall consist of a restaurant/commercial building of not less than a total of 3,000 square feet (unless otherwise agreed to by the Village). Developer shall commence construction of this phase on or before September 30, 2021 and shall complete this phase no later than October 31, 2022. Developer expects to invest approximately Four Million Dollars (\$4,000,000.00) in Phase II of the Project based on its current estimates.

Phase III. Phase II shall consist of the construction of a new hotel building to be operated as a nationally recognized hotel with no fewer than 90 rooms and depicted in Exhibit D, along with any required utility improvements. Developer shall commence Phase III no later than September 30, 2021 and shall substantially complete this phase no later than December 31, 2022. Developer expects to invest approximately Fourteen Million Dollars (\$14,000,000.00) in Phase III of the Project based on current estimates.

B. The commencement and completion dates for each of the foregoing phases and the construction to be undertaken in each may be modified by written agreement between Developer and the Village Manager or his designee.

C. In the event Developer fails to commence and complete a given phase as agreed to above (subject to any adjustment to the dates agreed to by the Village), the Village shall have the right to terminate Developer's right to acquire any remaining parcels and the Village shall have the right to market and sell any remaining parcels to other potential developers.

D. Upon completion of the each phase or the Project as a whole, the Village shall deliver to Developer a "Certificate of Completion" in recordable form. This certificate shall be conclusive proof that the Developer has completed its obligations hereunder and other than the continuing obligations regarding hotel brand substitution in Sections 4.03(D), the indemnity provision in 5.02 and the obligation to pay taxes in 5.08, which shall be covenants running with the land and continue beyond the issuance a Certificate of Completion. The Village shall have the right to record this Agreement or a memorandum thereof to give notice of the continuing covenants contained herein.

V GENERAL PROVISIONS

5.01 **Default.**

A. Developer default. The Developer shall be deemed in default of this Agreement if it:

(i) fails to make any submission or commence construction on any Phase of the Project within the timeframes set forth herein unless otherwise agreed to by the Village, which shall not be unreasonably withheld;

- (ii) fails to develop the Project in accordance with this Agreement and the Ordinances approving the Plans set forth in Paragraph 3.02;
- (iii) fails to pay or cause to be paid any real estate tax due and owing on the Project as they become due and owing; or
- (iv) changes or allows to be changed the brand of hotel operating on the Property in violation of this Agreement without Village consent.

In the event of a Developer default, the Village shall have the right to reacquire any Lot conveyed by the Village for which Developer has not commenced construction for One Dollar (\$1.00) and to terminate Developer's right to acquire and develop any of the remaining Property. In the event the brand of hotel is changed without the consent of the Village and the proposed hotel brand is not equal to or better than the hotels originally approved, the Village shall have the right to repurchase the Property at Developer's book value, i.e., Developer's actual costs. Developer shall not change the brand of hotel to a hotel brand that is not equal to or better than the hotels originally approved by the Village without the consent of the Village. Nothing in this Agreement shall be construed as limiting the Village's right to enforce its codes and ordinances. The Village shall have the right to withhold a building permit for any hotel not in compliance with this Agreement as set forth in Paragraph 4.03 D.

5.02 Construction Indemnity.

The Developer covenants and agrees, at its expense, to indemnify and save the Village, and its officers, agents, employees, engineers and attorneys (the "Indemnitees") against, any actions, claims, and damages adjudicated to be a result arising directly from the Developer's construction of the Project, unless such claims, actions, and damages are adjudicated to have arisen by reason of the negligent acts or omissions of the Village.

5.03 Insurance.

The Developer agrees to obtain and cause its agents and contractors to obtain workmen's compensation as required by applicable law and general liability insurance coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, with respect to

construction of the Project. The Village shall be named as an additional insured on the general liability policy.

5.04 Prevailing Wage.

Developer shall be responsible for meeting the requirements of the Illinois Prevailing Wage Act (820 ILCS 130 et seq.), (the “Wage Act”) as it may be deemed applicable to the Project as determined by the State of Illinois. Developer hereby indemnifies the Village for any fines, penalties or other charges including reasonable attorney’s fees incurred as a result of Developer’s failure to satisfy the requirements of the Wage Act. Moreover, if the State of Illinois determines the TIF Improvements are subject to the Wage Act, the Village shall have no obligation to make any payment to Developer without the Developer first submitting the documentation required by the Wage Act.

5.05 Delay.

For the purposes of any of the provisions of this Agreement, neither the Village nor Developer, nor any successor in interest, shall be considered in breach or default of its obligations under this Agreement in the event of any delay caused by events or conditions beyond the reasonable control of the party which in fact prevents the party from discharging its respective obligations hereunder and the timeframes for performance of those obligations shall be extended accordingly.

5.06 Building, Subdivision Codes.

The Parties agree that construction of the Project shall comply with all federal, state and Village building codes, subject to modifications as approved by the Village pursuant to the ordinances approving the plat and zoning relief.

5.07 Right to Inspect.

The Developer agrees the Village shall have the right to examine documents to verify Developer’s investment in each phase including Developer's books and records including all loan statements, general contractor's sworn statements, general contracts, subcontracts,

material purchase orders, waivers of lien, paid receipts and invoices in order to confirm that the Developer has made the private investment as agreed to herein.

5.08 Covenant to Pay Taxes.

Developer hereby acknowledges that the sole source of the Village's acquisition of the Property is the incremental real estate taxes to be generated by the Project. Developer hereby covenants to pay or cause to be paid all real estate taxes levied against any parcel of the Project that has been transferred to it promptly, as soon as they become due and owing.

VI
AUTHORITY

6.01 Powers.

The Village hereby represents and warrants that the Village is a home rule unit of government and has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, including but not limited to the right, power and authority to convey the Property as described herein, and this Agreement has been or will be duly and validly authorized and approved by all necessary Village proceedings, findings and actions.

6.02 Authorized Parties.

Whenever under the provisions of this Agreement and other related documents approval of the Village is required, such approval may be granted by the Village Manager or his designee; and for the Developer, by any managing member or officer as designated in writing from time to time (in any event, the officers or managing member executing this Agreement are so authorized).

VII
GENERAL PROVISIONS

7.01 Time of Essence.

Time is of the essence of this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued and timely performance and cooperation.

7.02 Breach.

Before any failure of any party to this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing, the Party alleged to have failed to perform of the alleged failure and shall demand performance by serving written notice to the other. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining party within thirty (30) days of the receipt of such notice. This notice provision shall not be applicable if Developer, its agents or assignees is in violation of Village Code, including life and safety regulations.

7.03 Amendment.

This Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the Parties, as evidenced by the execution of said amendment by the Parties or their successors in interest.

7.04 No Other Agreement.

Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the Project or the Village's assistance. This Agreement is the full integration of the agreement of the Parties.

7.05 Assigns.

This Agreement shall be binding upon the Parties and their respective successors and assigns. Prior to the Village's issuance of a Certificate of Completion for any given phase, Developer shall not sell or otherwise transfer any portion of the Project or any portion thereof without the written consent of the Village except as a collateral assignment to a third-party lender, or to an equity partner, investor or an entity controlled by the principals of Developer. Once a Certificate of Completion is issued for a phase, no consent shall be required for any sale or transfer of that

portion of the Property. The Village's right to reasonably approve hotel brands as set forth in paragraph 4.03(D) of this Agreement shall be binding on Developer's assignees.

7.06 Severability.

If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this Agreement and, to that end, any provisions, covenants, agreements or portions of this Agreement are declared to be severable.

7.07 Illinois Law.

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

7.08 Notice.

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

To the Developer:

Kunal Dave, CEO
Laxmi Hotels Group LLC
4820 Nations Crossing Road suite D101
Charlotte NC 28217

AND

Sunrise Retail Development LLC
Attn: Kalpesh Joshi
1036 Decoy Court
Normal, Illinois 61761

With copies to:

Joel L. Lipman, Esq.
Lipman & Linden
3104 W. Touhy Avenue
Chicago, Illinois 60645

To the Village:

Office of the Village Manager
Village of Elk Grove Village

901 Wellington
Elk Grove Village, Illinois 60007

With copies to:

Office of the Village Attorney
901 Wellington
Elk Grove Village, Illinois 60007

or at such other addresses as the Parties may indicate in writing to the other; such notice to be giving either by personal delivery, courier, or by certified mail, return receipt requested, with proof of delivery thereof. Mailed notices shall be deemed effective on the date of mailing; all other notices shall be effective when delivered.

7.09 Partnership; No Third Party Beneficiaries.

Nothing contained herein shall be construed as creating a partnership between the Village and Developer or as creating or conferring any interest or benefit upon any third party.

7.10 Counterparts and Electronic Copies.

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

7.11 Recordation. Either party shall have the right to record this Agreement or a memorandum thereof against the Property with the Cook County Recorder of Deeds; Developer shall not record and document or lien against the Property unless and until the Village conveys title to Developer.

7.12 Exhibits.

The exhibits attached to this agreement are hereby incorporated into and made a part of this Agreement.

7.13 Joint and Several.

All of the obligations set forth in this Agreement shall be joint and several obligations of Sunrise Retail Development LLC and any entity to which title to any portion of the Property is conveyed, subject to the terms and conditions as set forth in this Agreement.

[SIGNATURE PAGES TO FOLLOW]

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

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

By: _____
Mayor Craig B. Johnson

ATTEST:

Village Clerk

SUNRISE RETAIL DEVELOPMENT LLC

By  _____
Kunal Dave, Managing Member

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that **Craig B. Johnson, Mayor of the Village of Elk Grove Village**, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Mayor, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said Village, for the uses and purposes set forth therein; and the said Village Clerk then and there acknowledged that he/she, as custodian of the corporate seal of said Village, did affix the corporate seal of said Village to said instrument, as his/her own free and voluntary act and as the free and voluntary act of said Village, for the uses and purposes set forth therein.

Witness my hand and notarial seal this ___ day of _____, 2019.

Notary Public

My Commission Expires

(Seal)

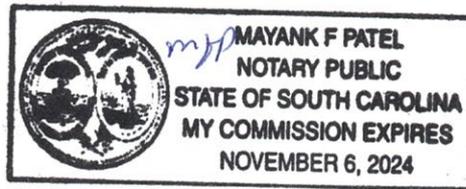
STATE OF South Carolina)
) SS
COUNTY OF YORK)

I, Mayank F Patel, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Kunal Dave, personally known to me to be the person whose name is subscribed to the foregoing instrument as such Managing Member, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

GIVEN UNDER my hand and Notarial Seal this 5th day of August, 2019.

Mayank F Patel
NOTARY PUBLIC

My Commission Expires: 11-06-2024



EXHIBITS

- A. Legal description of the Hotel Property
- B. Preliminary Site Plan depicting preliminary Lot Plan
- C. Renderings and Elevations for County Inn and Suites
- D. Renderings and Elevations for Tru by Hilton

EXHIBIT 'A'
LEGAL DESCRIPTION

PARCEL 1: LOT 2 IN SDK SUBDIVISION BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 (EXCEPT THAT PART LYING NORTH OF THE CENTER LINE OF HIGGINS ROAD AS ORIGINALLY LOCATED AND EXCEPT THE WEST 210.0 FEET TAKEN FOR THE COMMONWEALTH EDISON COMPANY RIGHT OF WAY) ALL IN SECTION 22, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART TAKEN FOR BUSSE ROAD PER DOCUMENT NUMBER 12269603, RECORDED FEBRUARY 8, 1939 EXCEPTING THEREFROM THAT PART TAKEN FOR OAKTON STREET PER DOCUMENT NUMBER 9967968, RECORDED MARCH 27, 1928 ALSO EXCEPTING THAT PART FOR ADDITIONAL DEDICATION FOR OAKTON STREET PER CASE NUMBER 68-L-13901, AND 68-L-12783 IN THE CIRCUIT COURT AND EXCEPT THAT PART LYING NORTHERLY OF THE SOUTHERLY LINE OF HIGGINS ROAD ALSO EXCEPTING THAT PART FOR HIGGINS ROAD DEDICATED PER DOCUMENT NUMBER 8020342, RECORDED JULY 13, 1923 AND EXCEPT THAT PART TAKEN FOR THE RELOCATION OF HIGGINS ROAD PER CASE NUMBER 68-L-12783, IN THE CIRCUIT COURT) ALSO EXCEPTING THE SOUTH 275 FEET (AS MEASURED ALONG THE WEST LINE OF BUSSE ROAD) OF THE EAST 200 FEET (AS MEASURED ALONG THE SOUTH LINE OF THE SOUTH EAST 1/4) OF THAT PART OF THE SOUTH EAST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WEST LINE OF BUSSE ROAD AS PER THE INSTRUMENT RECORDED FEBRUARY 8, 1939 AS DOCUMENT NUMBER 12269603, ALL IN COOK COUNTY, ILLINOIS ALSO EXCEPTING THAT PART THEREOF LYING WESTERLY AND NORTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT IN THE NORTH LINE OF OAKTON STREET AS DEDICATED PER CASE NUMBER 68-L13901, IN THE CIRCUIT COURT AND WIDENED PER DOCUMENT NUMBER 20866386, RECORDED JUNE 10, 1963 AFORESAID 600.0 FEET WEST OF THE WEST LINE OF BUSSE ROAD RIGHT OF WAY; THENCE NORTH 0 DEGREES EAST AT RIGHT ANGLES TO THE NORTH LINE OF OAKTON STREET, 488.03 FEET; THENCE NORTH 49 DEGREES 23 MINUTES 39 SECONDS EAST ALONG A STRAIGHT LINE TO THE SOUTHWESTERLY LINE OF HIGGINS ROAD AS DEDICATED FOR ROAD PURPOSES PER DOCUMENT NUMBER 8020342 AND RECORDED JULY 13, 1923, IN BOOK 175, PAGE 46, ALSO BEING THE TERMINUS OF THE LINE HEREIN DESCRIBED, ALL IN COOK COUNTY, ILLINOIS

PARCEL 2: NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS, CONTAINED IN THE EASEMENT AGREEMENT DATED JANUARY 17, 1980, MADE BY AND BETWEEN LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 23, 1978 AND KNOWN AS TRUST NUMBER 54930, AND LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 12, 1976 AND KNOWN AS TRUST NUMBER 51005 RECORDED APRIL 14, 1980 AS DOCUMENT 25423254

ADDRESS: 1600 OAKTON STREET, ELK GROVE VILLAGE, ILLINOIS
PIN: 08-22-403-014-0000

EXHIBIT 'B'

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18

P N M L K J H G F E D C B A

NOT TO SCALE. THESE DRAWINGS, INCLUDING ARCHITECTS, INC. AND ARCHITECT ASSOCIATES, INC. SHALL NOT BE USED FOR ANY OTHER PROJECTS WITHOUT THE WRITTEN CONSENT OF ARCHITECTS, INC. AND ARCHITECT ASSOCIATES, INC. THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND CONDITIONS OF THE SITE PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THESE PLANS AND SPECIFICATIONS ARE INTENDED TO BE USED FOR INFORMATIONAL PURPOSES ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

Country Inn & Suites
 1600 Oakton St, Elk Grove Village, IL 60007
 Ownership: Sunrise Hotels Development LLC

ISSUED INFORMATION

ISSUED: _____

REVISIONS:

Village Preliminary Review: 09/09/2019

IPA
PUROHIT
ARCHITECTS
 2020 E. Algonquin Rd., Suite 302
 Schaumburg, IL 60195
 Tel: (847) 220-8037
 Cell: (847) 757-1618
 shilpa@purohitarchitects.com
 www.purohitarchitects.com

SHEET INFORMATION

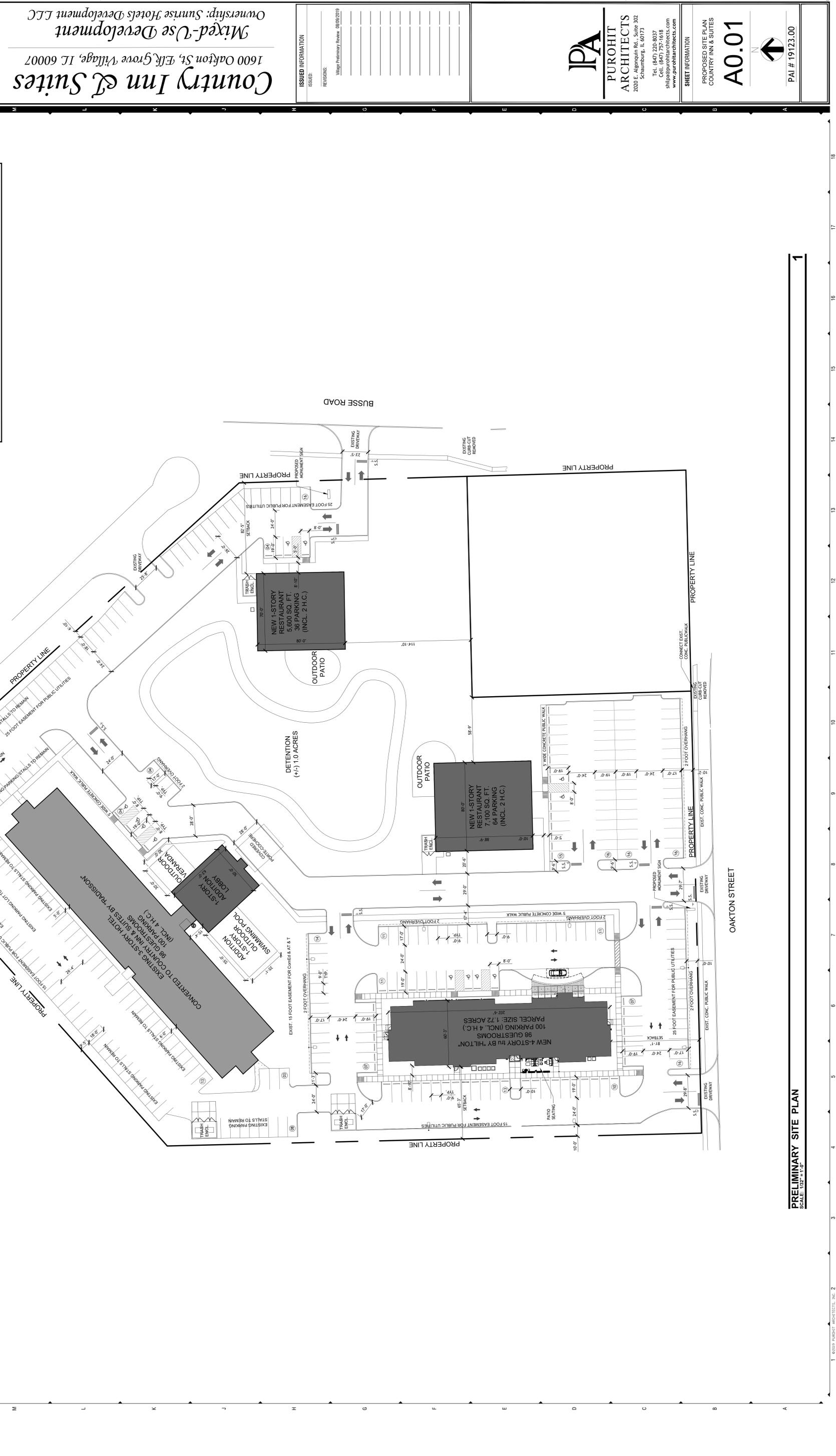
PROPOSED SITE PLAN
 COUNTRY INN & SUITES

A0.01

PAI # 19123.00

Preliminary Guest Room Count: Country Inn & Suites

	GROUND FLR	2ND FLOOR	3RD FLOOR	4TH FLOOR	TOTAL
QUEEN - QUEEN	22	22	22	00	66
KING	7	7	7	0	21
QUEEN - QUEEN - ACCESSIBLE	1	1	1	0	3
KING - ACCESSIBLE	--	1	1	0	2
QUEEN STUDIO - CONNECTING	2	2	2	0	06
	32	33	33	00	98



PRELIMINARY SITE PLAN
 SCALE: 1/32" = 1'-0"

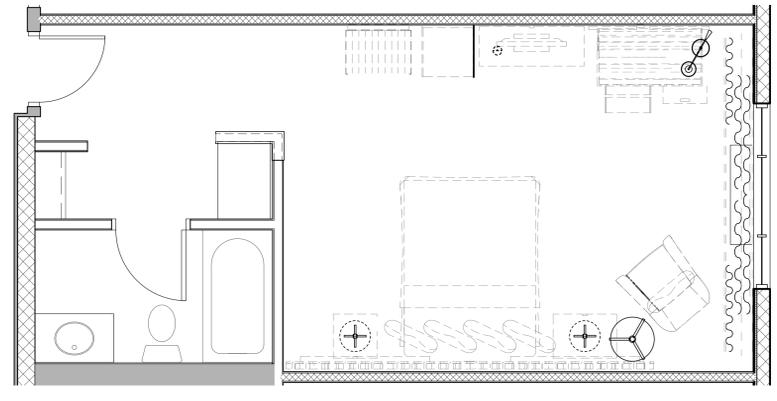
These drawings may have been reproduced at a scale different than the original drawing. Owner and Architect assume no responsibility for use of incorrect scale.

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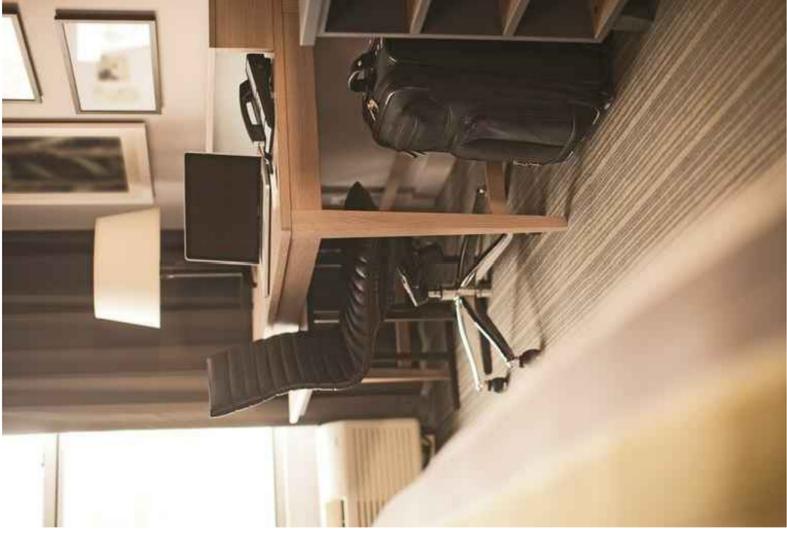
EXHIBIT 'C'



3 GUEST BEDROOM VIEW: KING BEDROOM
1/4" = 1'-0"
A4.2



1 GUEST BEDROOM : KING
1/4" = 1'-0"
A4.2



2 GUEST BEDROOM VIEW : KING DESK
1/4" = 1'-0"
A4.2

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Country Inn & Suites
1600 Oakton St, Elk Grove Village, IL 60007
Mixed-Use Development
Ownership: Sunrise Hotels Development LLC

ISSUED INFORMATION

ISSUED:

REVISED:

06/14/2019

IPA
PUROHIT
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SHEET INFORMATION

KING
GUEST ROOM
A4.2

PAI # 19123.00

EXHIBIT 'D'

18 17 16 15 14 13 12 11 10 9 8 7 6 5 4 3 2 1



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TRU BY HILTON
MIXED-USE DEVELOPMENT
1600 OAKTON ST., ELK GROVE VILLAGE, IL 60007
OWNERSHIP: SUNRISE HOTELS DEVELOPMENT LLC

ISSUED INFORMATION
ISSUED: 2019
REVISIONS:
Village Preliminary Mfg. 08/01/2019

IPAA
PUROHIT
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SHEET INFORMATION
Exterior
Rendering:
South-East

PAI # 19123.00

Exhibits



Tru by Hilton, Elk Grove Village
Purohit Architects, Inc.

EXTERIOR VIEW: SOUTH-EAST

18 17 16 15 14 13 12 11 10 9 8 7 6 5 4 3 2 1

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18 17 16 15 14 13 12 11 10 9 8 7 6 5 4 3 2 1



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TRU BY HILTON
MAYNARD COMPANY OF ILLINOIS
1600 OAKTON ST., ELK GROVE VILLAGE, IL 60007

Tru by Hilton
1600 Oakton St, Elk Grove Village, IL 60007
Mixed-Use Development
Ownership: Sunrise Hotels Development LLC

ISSUED INFORMATION

ISSUED: 2019

REVISIONS:

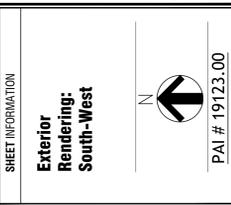
Village Preliminary Map 08/01/2019

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SHEET INFORMATION

Exterior
Rendering:
South-West

PAI # 19123.00



EXTERIOR VIEW: SOUTH-WEST

18 17 16 15 14 13 12 11 10 9 8 7 6 5 4 3 2 1

P 0209 Purohit Architects, Inc. 2

18 17 16 15 14 13 12 11 10 9 8 7 6 5 4 3 2 1



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Tru by Hilton
1600 Oakton St, Elk Grove Village, IL 60007
Mixed-Use Development
Ownership: Sunrise Hotels Development LLC

ISSUED INFORMATION

ISSUED: **2019**

REVISIONS:

Village Preliminary Map 08/01/2019

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SHEET INFORMATION

Exterior
Rendering:
North-West



PAI # 19123.00

Exhibits



EXTERIOR VIEW: NORTH-WEST

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1 0209 PUROHIT ARCHITECTS, INC. 2



OWNER: SUNRISE HOTELS DEVELOPMENT LLC
 PROJECT: TRU BY HILTON
 1600 OAKTON ST., ELK GROVE VILLAGES, IL 60007

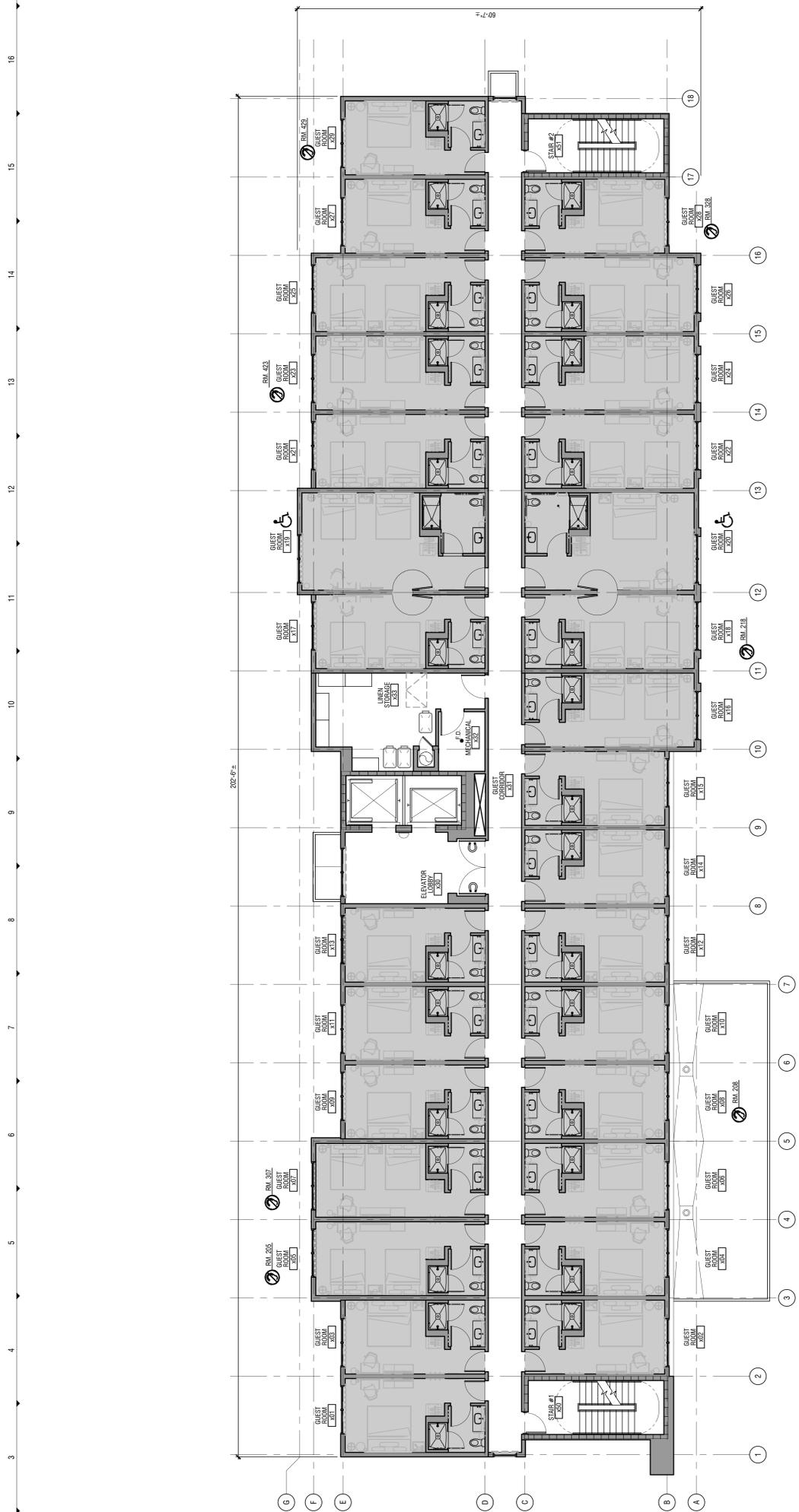
Tru by Hilton
 1600 Oakton St, Elk Grove Villages, IL 60007
Mixed-Use Development
 Ownership: Sunrise Hotels Development LLC

ISSUED INFORMATION
 8/01/2019
 REVISIONS:
 Village Preliminary Map 08/01/2019

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 Tel. (847) 220-8037
 Cell. (847) 757-1618
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SHEET INFORMATION
Overall Floor Plans
 PAI # 19123.00
A2.01

- KEY NOTES:**
- REFER TO ENLARGED GUESTROOM PLANS FOR INFORMATION.
 - OVERALL BUILDING DIMENSIONS BASED ON WOOD FRAME CONSTRUCTION. OVERALL DIMENSIONS WILL VARY BASED ON FINAL BUILDING CONSTRUCTION.
 - EMERGENCY EXIT IN CONCRETE MASONRY EXIST ENCLOSURE LOCAL JURISDICTION. VERIFY REQUIREMENTS WITH LOCAL JURISDICTION.
 - USE OF ROOF CANNOPY.
 - FREE CIRCULATION DOORS, IF REQUIRED, TO BE AN UL-RATED CLOSURE ACTIVATED BY FIRE ALARM SYSTEM. VERIFY REQUIREMENTS WITH LOCAL JURISDICTIONS.
 - POTENTIAL LOCATION FOR MECHANICAL/ELECTRICAL PLUMBING CHANGE CANNOPY ROOF DRAIN BELOW.
 - ELEVATOR LOBBY DOORS REQUIRED IF BUILDING IS STORES OR ACTIVATED BY FIRE ALARM SYSTEM. VERIFY REQUIREMENTS WITH LOCAL JURISDICTIONS.
 - SHEER WALLS SPACES AT GUEST CORRIDOR AND ELEVATOR LOBBY PROVIDE SUITABLE STORAGE SOLUTIONS FOR LUGGAGE STORAGE. LUGGAGE STORAGE SHALL BE PROVIDED FOR GUEST STORAGE FOR THE # OF HOTEL BRAND STANDARDS.
 - THE ELEVATOR CANNOPY SHALL PROVIDE EMERGENCY ACCESS TO ALL LEVELS. VERIFY LOCAL JURISDICTIONS FOR ELEVATOR CANNOPY REQUIREMENTS.
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18 17 16 15 14 13 12 11 10 9 8 7 6 5 4 3 2 1

P N M L K J H G F E D C B A



INTERIOR GUEST ROOM - ENTRY



INTERIOR GUEST ROOM - KING

INTERIOR-VIEWS
NOT TO SCALE

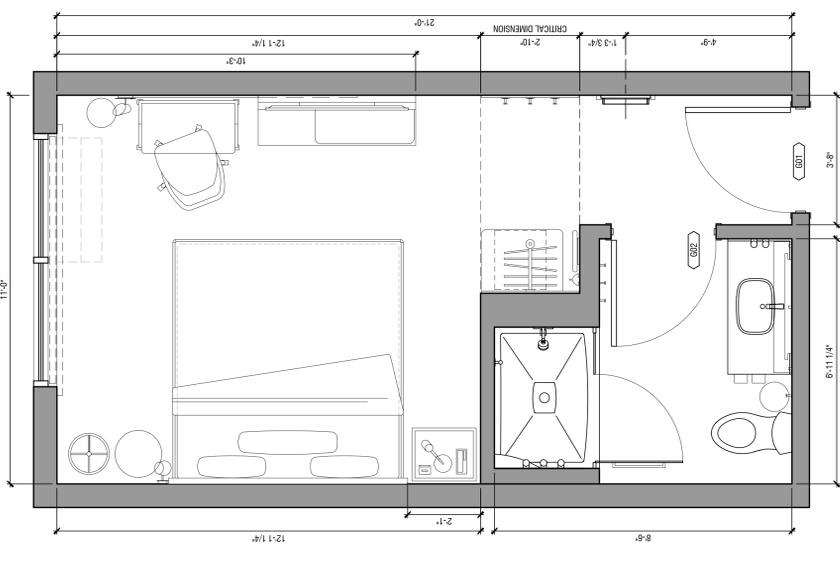
- KEY NOTES:**
- 1 HARDWOOD FINISH UNIT
 - 2 TO BE FINISHED TO MATCH EXISTING WALLS
 - 3 SHEER ROLLER SHADES TO BE INSTALLED AT ROOM ENTRY
 - 4 MINIMUM CEILING HEIGHT MUST BE MAINTAINED - REFER TO TRU BY HILTON BRAND STANDARDS FOR ADDITIONAL INFORMATION
 - 5 BLACKOUT PULL SHADE AND BLACKOUT CURTAINS TO BE INSTALLED AT ROOM ENTRY
 - 6 RECESSED CEILING LIGHT FIXTURE FOR NET LOCATION WITH SHATTER PROOF GLASS
 - 7 WALL MOUNTED LIGHT FIXTURE TO BE SHOWN - REFER TO ARCHITECTURAL FINISH SCHEDULE FOR ADDITIONAL INFORMATION
 - 8 EDGE OF PLAC ABOVE LAUNDRY WALL, TILE FLOORING
 - 9 START GLOSS INTERIOR WALL TILE AT THIS LOCATION
 - 10 COMBINED DATA AND CITY OUTLET
 - 11 REFER TO ARCHITECTURAL FINISH SCHEDULE FOR MANUFACTURED SHOWER PAN - CONSULT WITH SPECIFICATIONS
 - 12 CEILING DIMENSION CORRELATES TO CABINETS AND HANGBAR HEIGHT - DO NOT MODIFY
 - 13 STACKED DEVICES: CENTRELINE INDICATES DEVICES ARE TO BE IN LINE WITH CENTERLINE OF WALL - REFER TO INTERIOR FINISH SCHEDULE FOR ADDITIONAL INFORMATION AND MOUNTING HEIGHTS
 - 14 RECESSED SWITCHES TO BE INSTALLED WITH UNILLUMINATED MIRROR (SWITCHED AS REQUIRED BY LOCAL JURISDICTIONS) - REFER TO ARCHITECTURAL FINISH SCHEDULE FOR ADDITIONAL INFORMATION
 - 15 LOCATION OF SINK, SINK AND MIRROR ADDITIONAL ROOM STORAGE AS REQUIRED BY LOCAL JURISDICTIONS
 - 16 REFER TO TRU BY HILTON PROCUREMENT GUIDE FOR INTERIOR STORAGE UNITS
 - 17 ELECTRICAL DEVICES REQUIRED TO BE INSTALLED WITHIN SPECIFIED DIMENSIONS
 - 18 ROBBELI OUTLET SWITCHES TO BE INSTALLED WITHIN SPECIFIED DIMENSIONS
 - 19 ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE
 - 20 REFER TO ARCHITECTURAL FINISH SCHEDULE FOR ADDITIONAL INFORMATION

- ARCHITECTURAL LIGHTING LEGEND:**
- L-15 15' LED RECESSED DOWNLIGHT @ GUEST BATHROOM SHOWER
 - L-16 16' LED RECESSED DOWNLIGHT @ GUEST BATH
 - L-17 17' LED RECESSED DOWNLIGHT @ GUESTROOM LANDING ZONE

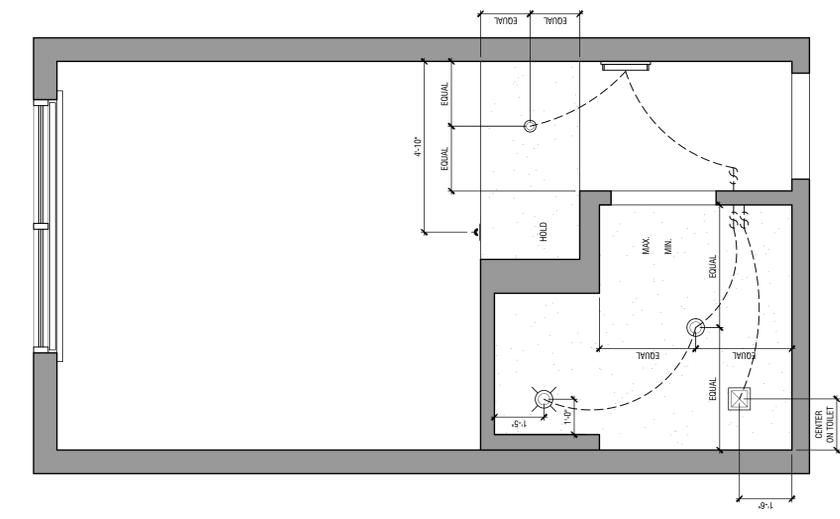
- FINISH LEGEND:**
- CO CORNER GUARD
 - SPA SPECIAL PAINT
 - T TILE
 - W WALLCOVERING

- POWER AND SIGNAL LEGEND:**
- POWER OUTLET
 - DATA OUTLET
 - VOICE OUTLET
 - TELEPHONE
 - COFFEE
 - ELECTRICAL SWITCH
 - 3 WAY ELECTRICAL SWITCH
 - SMOKE DETECTOR
 - FLOOR MOUNTED 2" BOX
 - FLOOR MOUNTED 1" BOX
 - WALL MOUNTED 2" BOX
 - WALL MOUNTED 1" BOX
 - CEILING MTD. 2" BOX
 - SPRINKLER HEAD
 - WALL MOUNTED WIRELESS ACCESS POINT - CAT 6
 - WALL MOUNTED WIRELESS ACCESS POINT - CAT 5
 - WALL MOUNTED WIRELESS ACCESS POINT - CAT 4
 - WALL MOUNTED WIRELESS ACCESS POINT - CAT 3
 - WALL MOUNTED WIRELESS ACCESS POINT - CAT 2
 - WALL MOUNTED WIRELESS ACCESS POINT - CAT 1
 - WALL MOUNTED WIRELESS ACCESS POINT - CAT 0
 - WALL MOUNTED WIRELESS ACCESS POINT - CAT -1
 - WALL MOUNTED WIRELESS ACCESS POINT - CAT -2
 - WALL MOUNTED WIRELESS ACCESS POINT - CAT -3
 - WALL MOUNTED WIRELESS ACCESS POINT - CAT -4
 - WALL MOUNTED WIRELESS ACCESS POINT - CAT -5
 - WALL MOUNTED WIRELESS ACCESS POINT - CAT -6
 - WALL MOUNTED WIRELESS ACCESS POINT - CAT -7
 - WALL MOUNTED WIRELESS ACCESS POINT - CAT -8
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 - WALL MOUNTED WIRELESS ACCESS POINT - CAT -10
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 - WALL MOUNTED WIRELESS ACCESS POINT - CAT -14
 - WALL MOUNTED WIRELESS ACCESS POINT - CAT -15
 - WALL MOUNTED WIRELESS ACCESS POINT - CAT -16
 - WALL MOUNTED WIRELESS ACCESS POINT - CAT -17
 - WALL MOUNTED WIRELESS ACCESS POINT - CAT -18
 - WALL MOUNTED WIRELESS ACCESS POINT - CAT -19
 - WALL MOUNTED WIRELESS ACCESS POINT - CAT -20

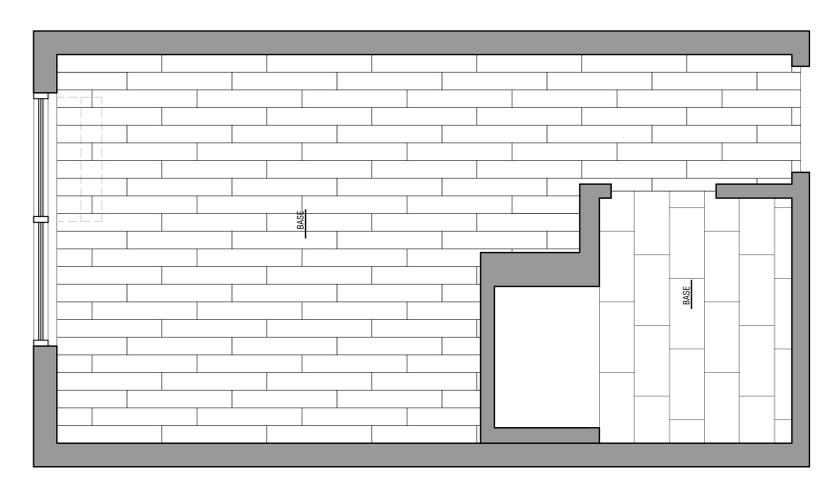
- GENERAL NOTES:**
- 1 REFER TO TRU BY HILTON PROCUREMENT GUIDE FOR LIGHTING & BULB SPECIFICATIONS - A LIST OF APPROVED PROCUREMENT AGENTS FOR ARCHITECTURAL FINISHES AND OTHER SPECIFICATIONS REFER TO ARCHITECTURAL FINISH SCHEDULE
 - 2 REFER TO ARCHITECTURAL FINISH SCHEDULE FOR ADDITIONAL INFORMATION
 - 3 REFER TO ARCHITECTURAL FINISH SCHEDULE FOR ADDITIONAL INFORMATION
 - 4 REFER TO ARCHITECTURAL FINISH SCHEDULE FOR ADDITIONAL INFORMATION
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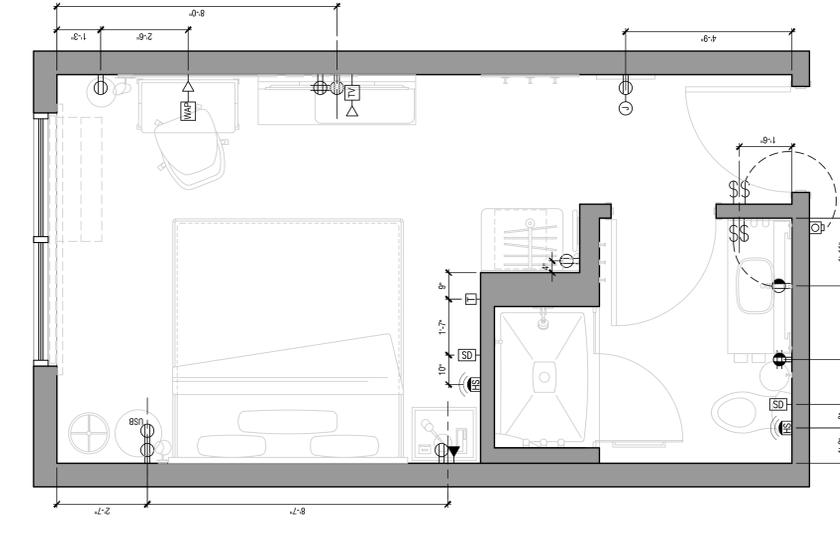
CONSTRUCTION PLAN
1/2" = 1'-0"
KING 16A A4.01



CEILING PLAN
1/2" = 1'-0"
KING 12A A4.01



FLOOR FINISH PLAN
1/2" = 1'-0"
KING 8A A4.01



ELECTRIC PLAN
1/2" = 1'-0"
KING 4A A4.01

tru by HILTON®

OWNERSHIP: SUNRISE HOTELS DEVELOPMENT LLC

Tru by Hilton
1600 Oakton St, Elk Grove Village, IL 60007

Mixed-Use Development
Ownership: Sunrise Hotels Development LLC

ISSUED INFORMATION
ISSUED: **May 2018**
REVISIONS:
Village Preliminary Mfg. 08/01/2019

IPA
PUROHIT ARCHITECTS
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Schaumburg, IL 60197
Tel: (847) 220-8037
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www.purohitarchitects.com

SHEET INFORMATION
Guestroom Enlarged Plans and Elevations: King
PAI # 19123.00
A4.01

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE BUILDING ACTIVITY CODE OF THE VILLAGE OF ELK GROVE VILLAGE BY DELETING SUBSECTION G OF SECTION 8-3A-5 ENTITLED "STRUCTURES EXISTING ON DATE OF ADOPTION OF CHAPTER; STRUCTURES MOVED INTO THE VILLAGE"

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: Subsection G of Section 8-3A-5 entitled "Structures Existing on Date of Adoption of Chapter; Structures Moved Into the Village" of Chapter 3 entitled "Building Activity Code" of Title 8 entitled "Engineering, Building, and Community Development" of the Village Code of Ordinances, is hereby deleted.

Section 2: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed insofar as they conflict herewith.

Section 3: The Village Clerk is authorized to publish this Ordinance in pamphlet form.

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

VOTE: AYES _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of _____ 2019.

APPROVED this _____ day of _____ 2019.

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

PUBLISHED this _____ day of _____, 2019 in Pamphlet form.