AGENDA
President and Board of Trustees
Village of Arlington Heights
Board Room

Arlington Heights Village Hall
33 S. Arlington Heights Road
Arlington Heights, IL 60005
October 16, 2023
7:30 PM

**I. CALL TO ORDER**

**II. PLEDGE OF ALLEGIANCE**

**III. ROLL CALL OF MEMBERS**

**IV. APPROVAL OF MINUTES**

A. Committee of the Whole 10/02/2023
B. Village Board 10/02/2023

**V. APPROVAL OF ACCOUNTS PAYABLE**

A. Warrant Register 10/15/2023

**VI. RECOGNITIONS AND PRESENTATIONS**

A. Presentation of the 2023 Disability Employment Award to Gerry's Cafe by the Commission for Citizens with Disabilities

**VII. PUBLIC HEARINGS**

**VIII. CITIZENS TO BE HEARD**

Anyone wishing to speak on a subject not on the Agenda should fill out a card, located in the back of the room, and hand it to the Village Clerk. Please limit your comments to three minutes.

**IX. OLD BUSINESS**

A. Report of the Committee of the Whole Meeting of October 10, 2023

Metropolis Theater Request for Restricted Contribution Funds

## X. CONSENT AGENDA

This Agenda consists of proposals and recommendations that, in the opinion of the Village Manager, will be acceptable to all members of the Board of Trustees. The purpose of this Agenda is to save time by taking only one roll call vote instead of separate votes on each item. Consideration of this Consent Agenda will be governed by the following rules and procedures prior to roll call vote:

1. Any Trustee who wishes to vote "no" or "pass" on any Consent Agenda items should so indicate.
2. Upon the request of any one Trustee, any item will be removed from the Consent Agenda and considered separately after adoption of the Consent Agenda.
3. Citizens in the audience may ask to remove any item on this Consent Agenda.
4. One roll call vote will be taken and will cover all remaining Consent Agenda items.

### CONSENT APPROVAL OF BIDS

A. Berkley-Hintz Infrastructure Improvement Project / Engineering - Final Balancing Change Order

### CONSENT LEGAL

A. Ordinance - Code Amendment - Chapter 13 - Alcohol Liquor Dealers

B. Euclid Avenue Resurfacing - Phase 1 IGA (City of Rolling Meadows)

C. Ordinance - Patton School Gym Addition - 1616 N. Patton Ave.

D. Euclid Avenue Resurfacing - Phase 1 IGA (CCDPOTH)

E. Ordinance - Budget Amendment for Restricted Contribution Funds

### CONSENT PETITIONS AND COMMUNICATIONS

A. Bond Waiver - St Edna Church

## XI. APPROVAL OF BIDS

## XII. NEW BUSINESS

A. Arlington Downs Plat Amendment - 3400 W. Stonegate Blvd. - PC#23-009
Plat of Resubdivision, Variations

## XIII. LEGAL

A. Ordinance - Arlington Downs Plat Amendment - 3400 W. Stonegate Blvd.

## XIV. REPORT OF THE VILLAGE MANAGER

A. Consideration for Creation of a New Liquor Classification for Limited On-Premise Consumption

## XV. APPOINTMENTS

## XVI. PETITIONS AND COMMUNICATIONS

## XVII. ADJOURNMENT

Persons with disabilities requiring auxiliary aids or services, such as an American Sign Language interpreter or written materials in accessible formats, should contact Erin Mercado, at 33 S. Arlington Heights Road, Arlington Heights, Illinois 60005, emercado@vah.com or (847)368-5793.

**Village Board**
**10/16/2023**

**Item:** Committee of the Whole 10/02/2023

**Department**: Village Manager's Office

Committee of the Whole 10/02/2023

**ATTACHMENTS:**

| **Description** | **Type** |
| --- | --- |
| COW Minutes 10/02/23 | Minutes |

# MINUTES OF THE COMMITTEE-OF-THE-WHOLE MEETING OF THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ARLINGTON HEIGHTS
# October 2, 2023

President Hayes called the meeting to order at 7:00 PM.

| | |
|---|---|
| BOARD MEMBERS PRESENT: | President Hayes; Trustees Baldino, Bertucci, Dunnington, Grasse, LaBedz, Schwingbeck, Shirley, and Tinaglia |
| BOARD MEMBERS ABSENT: | None |
| STAFF MEMBERS PRESENT: | Village Manager Randy Recklaus |
| OTHERS PRESENT: | Michael O'Connor, Steve Raminiak and Pamela McVoy |

**A. Interview of Michael O'Connor for appointment to the Zoning Board of Appeals term ending April 30, 2026**

The Mayor introduced Michael O'Connor and stated that years ago Mike had been on the Economic Alliance prior to moving out of the country. Now that he is back, Mike would like to serve again and Mayor Hayes stated he feels Mike is a good fit for the ZBA. Michael has lived in Arlington Heights for 28 years, has raised his family in Arlington Heights and he wants to give back.

The Trustees thanked Mike for his willingness to serve again on a commission. A discussion ensued regarding the ZBA and how important the Commission is to the Village. It was stressed that the purpose of the ZBA is to look at things to see if they are reasonable and acceptable. Michael stated he has had some interaction with the ZBA when he had to go before them for his own residence. Michael stated he hopes to think of things from 3 angles: the perspective of a homeowner, neighborhood and Village when looking at different items brought before the ZBA.

**Trustee LaBedz moved to concur in the Mayor's appointment of Michael O'Connor for appointment to the Zoning Board of Appeals term ending April 30, 2026. Trustee Schwingbeck seconded the motion.**

**The following voice vote was recorded:**

**9 Ayes** **0 Nays**

**The motion passed.**

**B. Interview of Steve Raminiak for appointment to the Senior Citizens Commission term ending April 30, 2026.**

Mayor Hayes introduced Steve Raminiak and stated that Steve had been interested in serving on two different commissions.

Steve is an attorney and the greater part of his time in practice has been spent in Adult Disabled Guardianship. The majority of the adults Steve works with are seniors so, he felt that this commission would be a good fit. Steve has been a resident of Arlington Heights for eleven years and has also had a practice in Arlington Heights for that long and wants to contribute to the community by being a member of the commission.

Trustees thanked Steve for stepping up and stated they feel he is really the right fit for this Commission.

**Trustee Bertucci moved to concur in the Mayor's appointment of Steve Raminiak for appointment to the Senior Citizens Commission term ending April 30, 2026. Trustee Grasse seconded the motion.**

**The following voice vote was recorded:**

**9 Ayes** **0 Nays**

**The motion passed.**

**C. Interview of Pamela McVoy for appointment to the Commission for Citizens with Disabilities term ending April 30, 2026.**

Mayor Hayes stated that he and Pam had a good interview and he feels Pam will be a good addition to this Commission.

Pam has lived in the community for 39 years. She has volunteered with Special Olympics and NWSRA. Pam was asked to join the commission years ago but, it was not the right time in her life with raising a family. Pam is eager to serve at this time. Discussion ensued regarding Gerry's Café and Pam stated she has been an ambassador.

The Trustees thanked Pam for wanting to serve and feel that her healthcare background will also really add a valuable component to the Commission.

**Trustee Baldino moved to concur in the Mayor's appointment of Pamela McVoy for appointment to the Commission for Citizens with Disabilities term ending April 30, 2026. Trustee LaBedz seconded the motion.**

**The following voice vote was recorded:**

**9 Ayes** **0 Nays**

**The motion passed.**

**D. OTHER BUSINESS** - None

**E. ADJOURNMENT –** Trustee LaBedz moved, seconded by Trustee Bertucci to adjourn. The meeting adjourned at 7:28 pm.

**Village Board**
**10/16/2023**

**Item:** Village Board 10/02/2023

**Department**: Village Clerk

**ATTACHMENTS:**

| **Description** | **Type** |
| --- | --- |
| Village Board 10/02/2023 | Minutes |

MINUTES
President and Board of Trustees
Village of Arlington Heights
Board Room
Arlington Heights Village Hall
33 S. Arlington Heights Road
Arlington Heights, IL 60005
October 2, 2023
7:30 PM

## I. CALL TO ORDER

## II. PLEDGE OF ALLEGIANCE

## III. ROLL CALL OF MEMBERS

President Hayes and the following Trustees responded to roll: Baldino, LaBedz, Grasse, Shirley, Schwingbeck, Dunnington, Tinaglia, and Bertucci.

Also present were: Randy Recklaus, Hart Passman, Charles Perkins, Rob Horne and Becky Hume.

## IV. APPROVAL OF MINUTES

A. Committee of the Whole 09/18/2023 Approved

Trustee Nicolle Grasse moved to approve. Trustee Robin LaBedz Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Bertucci, Dunnington, Grasse, Hayes, LaBedz, Schwingbeck, Shirley, Tinaglia

B. Village Board 09/18/2023 Approved

Trustee Richard Baldino moved to approve. Trustee Tom Schwingbeck Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Bertucci, Dunnington, Grasse, Hayes, LaBedz,

Schwingbeck, Shirley, Tinaglia

## V. APPROVAL OF ACCOUNTS PAYABLE

A. Warrant Register 09/30/2023 Approved

Trustee James Bertucci moved to approve in the amount of $4,832,891.81. Trustee Nicolle Grasse Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Bertucci, Dunnington, Grasse, Hayes, LaBedz, Schwingbeck, Shirley, Tinaglia

## VI. RECOGNITIONS AND PRESENTATIONS

## VII. PUBLIC HEARINGS

## VIII. CITIZENS TO BE HEARD

## IX. OLD BUSINESS

A. Report of the Committee of the Whole Meeting of October 2, 2023 Approved

Interview of Michael O'Conner for appointment to the Zoning Board of Appeals, term ending April 30, 2026

President Hayes administered the Oath of Office to Mr. O’Conner.

Trustee Robin LaBedz moved to concur in the Mayor's appointment. Trustee Tom Schwingbeck Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Bertucci, Dunnington, Grasse, Hayes, LaBedz, Schwingbeck, Shirley, Tinaglia

B. Report of the Committee of the Whole Meeting of October 2, 2023 Approved

Interview of Steve Raminiak for appointment to the Senior Citizens Commission term ending April 30, 2026

President Hayes administered the Oath of Office to Mr. Raminiak.

Trustee James Bertucci moved to concur in the Mayor's appointment.
Trustee Nicolle Grasse Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Bertucci, Dunnington, Grasse, Hayes, LaBedz, Schwingbeck, Shirley, Tinaglia

C. Report of the Committee of the Whole Meeting of October 2, 2023 — Approved

Interview of Pamela McVoy for appointment to the Commission for Citizens with Disabilities term expiring April 30, 2026

President Hayes administered the Oath of Office to Ms. McVoy.

Trustee Richard Baldino moved to concur in the Mayor's appointment.
Trustee Robin LaBedz Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Bertucci, Dunnington, Grasse, Hayes, LaBedz, Schwingbeck, Shirley, Tinaglia

D. Paragon Mechanical - 2400 S. Arlington Heights Rd. - PC#22-010 — Approved
Amendment to LUV Ord. 20-022, Variations

Mr. Perkins reported on the background of the project. After Elk Grove Township sold the property to Paragon in 2018, Paragon began using the property without the appropriate approvals. In 2020 they submitted a Plan Commission application. They are seeking to use the property as a contractor shop, which would allow them to have equipment on the property. The Staff Development Committee recommended denial. The Plan Commission recommended approval with some phased in landscaping. Paragon submitted the present application in 2022 to modify the phased landscape improvements recommended and to eliminate the redevelopment timeline. The Plan Commission voted to deny this new application. In December the Village Board considered the application and continued the request. Since then, staff has been working with Paragon to develop a solution. The key issues are the permanent land use of the property as a contractor shop and compliance with the landscape plan.

The Board has three options to consider.

1. Approve the request to eliminate condition #8, whereby granting the

land use variation with no expiration date. This approval would be subject to implementation of the Village Recommended Alternative landscape plan, with construction and completion of all work no later than May 31, 2024. Prior to adoption of an Ordinance authorizing this amendment, the Petitioner shall provide a performance guarantee for completion of the work.

2. Approve the request to eliminate condition #8, whereby granting the land use variation with no expiration date. This approval would be subject to implementation of the Paragon Proposed Alternative A landscape plan, with construction and completion of all work no later than May 31, 2024. No performance guarantee would be required.

3. Deny the request to eliminate condition #8, meaning the Land Use Variation to allow the Contractor Shop would become null and void. The petitioner would need to either sell the site and relocate, or remove all parts, equipment, and vehicle storage to qualify their business as a Contractor Office. Should they occupy the site as a Contractor Office, they would need to maintain all existing site landscaping to comply with Code requirements. Compliance with landscape regulations could be achieved by implementing Paragon Proposed Alternative

Option one is a staff developed alternative. It eliminates safety town and adds landscaping near the Tollway and Arlington Heights Road. Accessible stalls would be located to the north of the building and in front of the building.

Paragon submitted an alternate plan. They did not offer to plant landscaping on the Tollway/Arlington Heights Road corner. If they do not get approval, they will remove their equipment and use the site as an office with minimal landscaping on the frontage and not remove safety town.

The Staff development committee recommends approval of the request to amend 20-022 by eliminating condition #8 and granting the Land Use Variation for a Contractor Shop on the subject property, subject to the conditions and restrictions as outlined in Ordinance 20-022.

Mr. Polka countered that landscaping the Tollway/AH Road corner adds $60,000 to the landscaping budget, and he cannot afford it. Mr. Perkins replied that the budget for pavement removal is there, we are just asking for a small corner to be improved.

Trustee Tinaglia said at the last discussion there was talk that the drive aisle was too wide. The solution to create a one-way set-in drive aisle and allow landscaping and parallel parking spaces was proposed. Mr. Polka said they are doing a berm there. If the strip is widened and the plantings a little further away and a little higher, it will look nicer. Trustee Tinaglia warned that if they do not remove the gravel, and there is grass and topsoil on top, it will burn out. They'll need fresh material so the water can drain. The installer needs to know. Trustee Tinaglia said this is a nice compromise

from where we were. Mr. Polka said he would love to see the triangle piece beautified, but it was adding at least $40,000 to the price.

Trustee Schwingbeck asked if safety town will be removed. The answer was yes, and the northern drive will be removed. Landscaping will be added there. Mr. Polka said he is okay with all of that and the asphalt removal in that area. Trustee Schwingbeck asked if this will all be done by May 31, 2024. Mr. Polka said he didn't know if he could meet the date, everyone is ready, but he can't make the commitment as he is not in charge of the other trades. Trustee Schwingbeck said that is a concern, if it can't be done by then, we shouldn't be voting on it.

Trustee Schwingbeck asked why Mr. Polka wanted to get rid of #8. (#8 - Within two years of ordinance approval, the petitioner shall submit a complete Plan Commission application and redevelopment plan for the property. If no application is submitted and subsequently approved, the Land Use Variation becomes null and void.) It's our gateway. It seems Mr. Polka doesn't want to do his original project. Mr. Polka said he initially came before the Board with a vision, but made no promises. He said he doesn't have the funding to do all the Village wants. He said he didn't agree to saying he would do it, he wanted it, but the process has been very difficult. He stated he wants everything to look good too and is going to put over $100,000 of landscaping into the site.

Trustee Bertucci restated Conditions #8 and #3 from the original ordinance. Mr. Perkins said the landscaping along Arlington Heights Road (#3) is the most important as it is what is most visible. The May date came from the Board discussion in December. He would be happy to consider extensions if necessary. Trustee Bertucci asked Mr. Polka if he was willing to landscape the corner, if the funding became available. Mr. Polka said he doesn't have the funding right now, and he didn't want to have anything hinge on it. Either he does what he can right now or he does less and moves some of his stuff out. Its detrimental to his business not knowing where the project stands.

Trustee Bertucci said it is a problem. Across the street to the east will be a large beautification project starting next year. If Paragon will commit to do something with the corner in the future, that would be a potential compromise. Staff would like a performance guarantee for completion of the work. It could be a cash bond or a letter of credit. Code requires a 30% cash bond on the issuance of a permit. Mr. Polka said he would not bond work on his own property. Trustee Bertucci summarized that Mr. Polka is not on the same page with staff on the timing or on the guarantee/bond. Trustee Bertucci said he agreed with staff, but would be willing to give some leeway to get some of these things done.

Mr. Polka said when he met with staff, none of this was discussed. The overall cost is the issue.

Trustee Shirley asked if there was a Comprehensive Plan for the area since

this is in a TIF district. What is the goal for this property? Mr. Perkins said in 2018 the long-term vision was adopted for the South Arlington Heights Corridor. In it, commercial uses with multiple floors were envisioned with enhanced landscaping and new sidewalks 8-10 feet from Arlington Heights Road. We are asking this owner to take some baby steps toward this plan.

Trustee Grasse said part of what makes the Village special is that we have plans for landscaping. Staff backed off some of the expressway landscaping, and the date is a concern. If every business did this, our community would look different. We ask all businesses to do these things. She said she would be willing to be flexible with the date. Mr. Polka said his plan has a lot more landscaping than most plans have to provide.

Trustee LaBedz said the staff recommended proposal includes the one-way drive around the building and the relocation of the handicapped space to the north of the building. Mr. Polka said he has agreed to those changes. Trustee LaBedz said she is willing to consider an adjustment to the date if a good faith effort is being made to make the improvements that are being discussed. The contractors should be able to give you a reasonable framework.

Trustee LaBedz asked if it was typical for a homeowner to get a bond on a project. Mr. Perkins said yes, the Code requires performance bonds for permits. Staff's suggestion is that the bond be provided prior to the ordinance being approved. To not provide a bond at all would require a variation from Chapter 28, and Mr. Perkins could not think of a situation of when that has occurred. Mr. Polka said he was willing to follow the normal procedure, why would his project be treated differently? He claimed he hadn't seen the staff recommendation until this evening. Mr. Perkins said staff was looking for certainty that the project would move forward.

Mr. Recklaus said an email to Mr. Polka was sent on September 5th which included all of the information being presented tonight. He said the Village can't have a requirement without a date, because then it is not a requirement. If the Board wants to be flexible, it could add language to the recommendation to allow the Village Manager to approve an extension.

Trustee Tinaglia asked Mr. Polka if he understood that taking out condition #8 is a pretty big compromise. Every other project has to follow the same process when the use of a property changes. The Board would be giving him a very large compromise. Mr. Polka said he has a building with a contractor's office, Village staff says it's a shop. He doesn't know why. He wanted to build something bigger. Trustee Tinaglia said everyone in this room is trying to help, but it seems Mr. Polka is not hearing the Board. The Board is asking for a few things, and has compromised on many like omitting landscape islands. This has been going on 4 years. Trustee Tinaglia suggested that the date remain May 31. It can be done by then. Trustee Tinaglia suggested that Mr. Polka accept these conditions and be grateful. He would like to see the triangle done, it shouldn't stay asphalt,

but he didn’t want to handcuff Mr. Polka.

Trustee Schwingbeck liked staff’s recommendations but said he was not going to vote in favor, as he didn’t believe Mr. Polka would follow through.

Trustee Bertucci expressed concern that the bonding is a sticking point. Mr. Passman explained there is a discrepancy. Code requires a bond when the permit is written, staff's recommendation is for a bond to be obtained prior to the ordinance being passed in two weeks. Mr. Polka said he understands that the Board may not believe him. He doesn’t want this to go on. Mr. Polka offered to do the south corner in 2 more years.

Trustee Richard Baldino moved to amend the Staff Development Recommendation to remove the requirement to provide a performance guarantee prior to adopting the ordinance, a bond is required upon permitting. Trustee Nicolle Grasse Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Bertucci, Dunnington, Grasse, Hayes, LaBedz, Shirley, Tinaglia
Nays: Schwingbeck

Trustee Nicolle Grasse moved to amend staff recommendation #1 to allow the Village Manager to extend the completion date of May 31, 2024 if the petitioner is working in good faith to complete the project. Trustee Wendy Dunnington Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Bertucci, Dunnington, Grasse, Hayes, LaBedz, Shirley, Tinaglia
Nays: Schwingbeck

Trustee Robin LaBedz moved to approve staff recommendation #1 with the approved amendments. Trustee Nicolle Grasse Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Bertucci, Dunnington, Grasse, Hayes, LaBedz, Shirley, Tinaglia
Nays: Schwingbeck

## X. CONSENT AGENDA

### CONSENT APPROVAL OF BIDS

Trustee Richard Baldino moved to approve. Trustee Tom Schwingbeck Seconded the Motion.

The Motion: Passed
Ayes: Baldino, Bertucci, Dunnington, Grasse, Hayes, LaBedz, Schwingbeck, Shirley, Tinaglia

| | | |
|---|---|---|
| A. | Lead Service Line Replacement - Contract Award | Approved |
| B. | Vehicle Purchases - Police Department | Approved |
| C. | Police Department - Parking Enforcement LPR System | Approved |

**CONSENT LEGAL**

| | | |
|---|---|---|
| A. | Resolution - IDOT - Permit for Maintenance Work on State Highways 2023-2024 (Permit required by Village for all work on IDOT rights-of-way) | Approved |

Trustee Richard Baldino moved to approve R2023-28. Trustee Tom Schwingbeck Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Bertucci, Dunnington, Grasse, Hayes, LaBedz, Schwingbeck, Shirley, Tinaglia

| | | |
|---|---|---|
| B. | Ordinance - Code Amendment-Chapter 13-Alcohol Liquor Dealers | Approved |

Trustee Richard Baldino moved to approve 2023-64. Trustee Tom Schwingbeck Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Bertucci, Dunnington, Grasse, Hayes, LaBedz, Schwingbeck, Shirley, Tinaglia

| | | |
|---|---|---|
| C. | A Resolution Approving an Intergovernmental Agreement with the Illinois Department of Transportation (Sustained Traffic Safety Enforcement Grant) | Approved |

Trustee Richard Baldino moved to approve R2023-29/A2023-56. Trustee Tom Schwingbeck Seconded the Motion.

The Motion: Passed
Ayes: Baldino, Bertucci, Dunnington, Grasse, Hayes, LaBedz, Schwingbeck, Shirley, Tinaglia

**CONSENT REPORT OF THE VILLAGE MANAGER**

**CONSENT PETITIONS AND COMMUNICATIONS**

A. Bond Waiver - St Edna Church — Approved

Trustee Richard Baldino moved to approve. Trustee Tom Schwingbeck Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Bertucci, Dunnington, Grasse, Hayes, LaBedz, Schwingbeck, Shirley, Tinaglia

## XI. APPROVAL OF BIDS

## XII. NEW BUSINESS

A. Patton School Gym Addition - 1616 N. Patton Ave. - PC#23-010
Special Use Permit Amendment, Variation to Waive Traffic & Parking Study — Approved

Trustee Dunnington recused herself from the discussion and vote as she is an employee of the District.

Ryan Shultz, Facilities director for D25, said they are breaking ground on the kindergarten expansions. They are here to add PE space in this school. Patton is currently a single station gymnasium. The number of PE hours per week is increasing as the curriculum is changing, not because of enrollment. There will be a new underground stormwater system which was included in the previous expansion design. The increased gym size will not accommodate outside activities or competition youth programs, it has a different configuration than the other gyms in the district.

Trustee LaBedz asked about the curriculum change which merited this addition. Dr. Lori Bein of D25 said State Law requires 3 sessions of PE a week. Schools used to be able to have a waiver if they had an extra recesses. Starting this year, the waiver is no longer possible meaning the District needs to expand from 2 sessions of PE a week to three.

Trustee LaBedz asked about a neighbor who had some issues. Mr. Shultz said they are working with the property owner to provide some additional screening of the gym wall

Trustee Richard Baldino moved to approve. Trustee Tom Schwingbeck Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Bertucci, Grasse, Hayes, LaBedz, Schwingbeck, Shirley, Tinaglia

Abstain: Dunnington

B. An Ordinance Approving a First Amendment to the Lease Agreement with Shree Neelkanth, Inc. — Approved

Mr. Recklaus said Mr. Patel, who is the tenant, would like to add revenue as train ridership has declined. This amendment allows him to add an ATM and vending machines.

Trustee Dunnington said it would be useful to have nonfood items in the vending machine like items related to hygiene, phone chargers, and other things useful to commuters.

Trustee James Bertucci moved to approve 2023-65/A2023-57. Trustee Nicolle Grasse Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Bertucci, Dunnington, Grasse, Hayes, LaBedz, Schwingbeck, Shirley, Tinaglia

## XIII. LEGAL

## XIV. REPORT OF THE VILLAGE MANAGER

## XV. APPOINTMENTS

## XVI. PETITIONS AND COMMUNICATIONS

## XVII. ADJOURNMENT

Trustee Richard Baldino moved to adjourn at 8:51 p.m. Trustee Robin LaBedz Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Bertucci, Dunnington, Grasse, Hayes, LaBedz, Schwingbeck, Shirley, Tinaglia

**Village Board**
**10/16/2023**

**Item:** Warrant Register 10/15/2023

**Department**: Village Clerk

**ATTACHMENTS:**

| Description | Type |
| --- | --- |
| Warrant Register 10/15/2023 | Warrant Register |

**VILLAGE OF ARLINGTON HEIGHTS**

**WARRANT REGISTER FOR CHECK DATE: 10/15/2023**

| Fund | Fund Description | Total Transaction Amount |
|---|---|---|
| 101 | GENERAL FUND | $370,058.94 |
| 211 | MOTOR FUEL TAX FUND | $299,535.56 |
| 215 | CDBG FUND | $5,723.96 |
| 227 | FOREIGN FIRE INS TAX FUND | $910.80 |
| 231 | CRIMINAL INVESTIGATION FD | $5,842.93 |
| 235 | MUNICIPAL PARKG OPR FUND | $208,565.11 |
| 263 | TIF IV | $250.00 |
| 401 | CAPITAL PROJECTS FUND | $109,856.70 |
| 426 | STORM WATER CONTROL FUND | $421,790.06 |
| 505 | WATER AND SEWER FUND | $1,556,875.44 |
| 515 | ARTS ENTERT & EVENTS FUND | $8,499.36 |
| 605 | HEALTH INSURANCE FUND | $711,279.92 |
| 611 | GENERAL LIABILITY INS FND | ($8,990.61) |
| 615 | WORKERS COMPENSATION INS | $56,502.23 |
| 621 | FLEET OPERATIONS FUND | $19,850.49 |
| 625 | TECHNOLOGY FUND | $42,177.90 |
| 715 | GUARANTY DEPOSITS FUND | $3,700.00 |
| | **TOTAL ALL FUNDS** | **$3,812,428.79** |

# VILLAGE OF ARLINGTON HEIGHTS

## WARRANT REGISTER

## CHECK DATE: 10/15/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 0000 | **NON DEPARTMENTAL** | | | | |
| 303922 | 715-0000-220930- | BRIAN KELLY | BOND REFUND | $1,200.00 | **$1,200.00** |
| 303923 | 715-0000-220930- | CARMEN MILLER | BOND REFUND | $200.00 | **$200.00** |
| 303924 | 715-0000-220930- | CLAUDIA PEREZ | BOND REFUND | $200.00 | **$200.00** |
| 303925 | 715-0000-220930- | LAMBERT MAROLLI | BOND REFUND | $200.00 | **$200.00** |
| 303926 | 715-0000-220930- | LISA BOLINDER | BOND REFUND | $200.00 | **$200.00** |
| 303927 | 715-0000-220930- | MARTIN COHAN | BOND REFUND | $200.00 | **$200.00** |
| 303928 | 715-0000-220930- | NANCY JACKSON | BOND REFUND | $200.00 | **$200.00** |
| 303929 | 715-0000-220930- | NICK IDEN | BOND REFUND | $200.00 | **$200.00** |
| 303930 | 715-0000-220930- | RICK'S SEWER AND DRAINAGE | BOND REFUNDS | $700.00 | **$700.00** |
| 303931 | 715-0000-220930- | S & H PAVING | BOND REFUND | $200.00 | **$200.00** |
| 303932 | 715-0000-220930- | VERONICA M VITULLO | BOND REFUND | $200.00 | **$200.00** |
| 303937 | 235-0000-435652- | JOHNATHON WYNN | PARKING PERMIT REFUND | $90.00 | **$90.00** |
| | | | | | **$2,474.16** |

# VILLAGE OF ARLINGTON HEIGHTS

## WARRANT REGISTER

## CHECK DATE: 10/15/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| 303941 | 101-0000-421200- | VARTKES PANOSSIAN | LIQUOR LICENSE REFUND | $2,474.16 | |
| | | | | | **$300.00** |
| 303942 | 505-0000-452420- | AN, JONG SOOK | WATER BILL REFUND | $300.00 | |
| | | | | | **$204.30** |
| 303943 | 505-0000-452420- | J.KUEHN AND E.BUNTING | WATER BILL REFUND | $204.30 | |
| | | | | | **$233.25** |
| 802309 | 101-0000-210950- | RTA/CTA BENEFIT PROGRAM | EMPLOYEE RTA BENEFIT PROGRAM | $233.25 | |
| | | | | | **$208.25** |
| 802314 | 101-0000-210950- | RTA/CTA BENEFIT PROGRAM | EMPLOYEE RTA BENEFIT PROGRAM | $208.25 | |
| | | | | | **$7.75** |
| 902146 | 101-0000-210820- | SONTIQ | AUGUST 2023 | $7.75 | |
| | | | | | **$4,246.29** |
| 902149 | 101-0000-210940- | EMPLOYEE BENEFITS CORP | HEALTH CARE/DEPENDENT CARE FSA | $565.36 | |
| 902149 | 101-0000-210940- | EMPLOYEE BENEFITS CORP | HEALTH CARE/DEPENDENT CARE FSA | $3,680.93 | |
| | | | | | **$2370.59** |
| 902151 | 101-0000-210940- | EMPLOYEE BENEFITS CORP | HEALTH CARE/DEPENDENT CARE FSA | $2,370.59 | |
| | | | | | **($112,242.19)** |
| 902153 | 605-0000-471230- | BLUE CROSS BLUE SHIELD OF ILLINOIS | MEDICAL/DENTAL CLAIMS 09/16-09/30 | ($112,242.19) | |
| | | | **DEPARTMENT 0000 TOTAL:** | ($98,407.60) | |

# VILLAGE OF ARLINGTON HEIGHTS

## WARRANT REGISTER

## CHECK DATE: 10/15/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 0101 | **BOARD OF TRUSTEES ADMIN** | | | | |
| | | | | | **$318.00** |
| 303852 | 101-0101-521650- | CAPTION FIRST INC | CAPTIONING SERVICES | $318.00 | |
| | | | **DEPARTMENT 0101 TOTAL:** | $318.00 | |

# VILLAGE OF ARLINGTON HEIGHTS

## WARRANT REGISTER

## CHECK DATE: 10/15/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 0201 | **INTEGRATED SERVICES ADMIN** | | | | |
| 303947 | 101-0201-521650- | PAGEFREEZER | OFFICE EQUIPMENT | $5,060.00 | **$5,060.00** |
| 304000 | 101-0201-521650- | VERIZON WIRELESS | ACCT 88534852600001 | $156.56 | **$156.56** |
| | | | **DEPARTMENT 0201 TOTAL:** | $5,216.56 | |

# VILLAGE OF ARLINGTON HEIGHTS

## WARRANT REGISTER

## CHECK DATE: 10/15/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 0301 | **HUMAN RESOURCES ADMIN** | | | | |
| 303830 | 615-0301-530050- | AMAZON COM CAPITAL SERVICES | OFFICE SUPPLIES | $13.00 | **$13.00** |
| 303901 | 615-0301-542810- | INTERGOVERNMENTAL RISK MGMT AGENCY | AUG W.C.DED | $56,386.87 | **$56,386.87** |
| 303906 | 615-0301-520500- | LOWES COMMERCIAL SERVICES | MISCELLANEOUS SUPPLIES | $102.36 | **$102.36** |
| 303989 | 101-0301-521650- | VERIZON WIRELESS | ACCT 28544404900001 | $12.44 | **$12.44** |
| 902145 | 605-0301-520600- | HMO ILLINOIS | OCT 2023 | $298,108.97 | **$298,108.97** |
| 902147 | 605-0301-520550- | BLUE CROSS BLUE SHIELD OF ILLINOIS | ADMIN FEE AUGUST | $99,342.74 | **$99,342.74** |
| 902153 | 605-0301-542750- | BLUE CROSS BLUE SHIELD OF ILLINOIS | MEDICAL/DENTAL CLAIMS 09/16-09/30 | $405,836.80 | **$426,070.40** |
| 902153 | 605-0301-542770- | BLUE CROSS BLUE SHIELD OF ILLINOIS | MEDICAL/DENTAL CLAIMS 09/16-09/30 | $20,233.60 | |
| | | | **DEPARTMENT 0301 TOTAL:** | $880,036.78 | |

# VILLAGE OF ARLINGTON HEIGHTS

## WARRANT REGISTER

## CHECK DATE: 10/15/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 0501 | **FINANCE ADMIN** | | | | |
| 303830 | 101-0501-530050- | AMAZON COM CAPITAL SERVICES | OFFICE SUPPLIES | $5.12 | **$5.12** |
| 303858 | 101-0501-521650- | CIVICPLUS LLC | OFFICE EQUIPMENT | $8,575.00 | **$8,575.00** |
| 303901 | 611-0501-542610- | INTERGOVERNMENTAL RISK MGMT AGENCY | AUG AUTO DED | ($9,395.61) | **($8,990.61)** |
| 303901 | 611-0501-542610- | INTERGOVERNMENTAL RISK MGMT AGENCY | AUG GEN'L LIAB DED | $405.00 | |
| 303920 | 101-0501-530050- | ODP BUSINESS SOLUTIONS | OFFICE SUPPLIES | $29.36 | **$213.85** |
| 303920 | 101-0501-530050- | ODP BUSINESS SOLUTIONS | OFFICE SUPPLIES | $184.49 | |
| 303952 | 101-0501-522030- | PETTY CASH | TRAVEL & TRAINING | $13.50 | **$13.50** |
| 303994 | 101-0501-521650- | VERIZON WIRELESS | ACCT 38508581800001 | $47.27 | **$47.27** |
| 902148 | 505-0501-522050- | SEBIS DIRECT INC | POSTAGE | $5,883.00 | **$5,883.00** |
| | | | **DEPARTMENT 0501 TOTAL:** | $5,747.13 | |

# VILLAGE OF ARLINGTON HEIGHTS

## WARRANT REGISTER

## CHECK DATE: 10/15/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 0601 | **INFORMATION TECHNOLOGY ADMIN** | | | | |
| | | | | | **$382.73** |
| 303830 | 625-0601-530050- | AMAZON COM CAPITAL SERVICES | OFFICE SUPPLIES | $15.52 | |
| 303830 | 625-0601-530050- | AMAZON COM CAPITAL SERVICES | OFFICE SUPPLIES | $59.99 | |
| 303830 | 625-0601-530050- | AMAZON COM CAPITAL SERVICES | OFFICE SUPPLIES | $187.47 | |
| 303830 | 625-0601-550100- | AMAZON COM CAPITAL SERVICES | OFFICE SUPPLIES | $44.76 | |
| 303830 | 625-0601-550100- | AMAZON COM CAPITAL SERVICES | OFFICE SUPPLIES | $74.99 | |
| | | | | | **$1,170.06** |
| 303879 | 625-0601-533050- | FORTRA, LLC | OFFICE EQUIPMENT | $1,170.06 | |
| | | | | | **$64.99** |
| 303954 | 625-0601-521650- | RCN | ACCT 0201411183401 | $64.99 | |
| | | | | | **$64.99** |
| 303955 | 625-0601-521650- | RCN | ACCT 0201444077001 | $64.99 | |
| | | | | | **$167.76** |
| 303967 | 625-0601-550100- | SOUTHERN COMPUTER WAREHOUSE | OFFICE EQUIPMENT | ($217.72) | |
| 303967 | 625-0601-550100- | SOUTHERN COMPUTER WAREHOUSE | OFFICE EQUIPMENT | $385.48 | |
| | | | | | **$18,590.13** |
| 303974 | 625-0601-520390- | SUPERION LLC | OFFICE EQUIPMENT | $18,590.13 | |
| | | | | | **$357.35** |
| 303993 | 625-0601-521650- | VERIZON WIRELESS | ACCT 78036610800001 | $357.35 | |
| | | | | | **$825.67** |
| 303998 | 625-0601-521650- | VERIZON WIRELESS | ACCT 98726153700001 | $825.67 | |
| | | | | | **$2,014.22** |
| 303999 | 625-0601-521650- | VERIZON WIRELESS | ACCT 68500580500001 | $2,014.22 | |
| | | | | | **$18,540.00** |

# VILLAGE OF ARLINGTON HEIGHTS

## WARRANT REGISTER

## CHECK DATE: 10/15/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| 902152 | 625-0601-520050- | MUNICIPAL GIS PARTNERS INC | GIS SERVICES | $18,540.00 | |
| | | | **DEPARTMENT 0601 TOTAL:** | $42,177.90 | |

# VILLAGE OF ARLINGTON HEIGHTS

## WARRANT REGISTER

## CHECK DATE: 10/15/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 1018 | **BOARDS & COMM SPECIAL EVENTS** | | | | |
| | | | | | **$2,500.00** |
| 303856 | 515-1018-540550- | CHRISTOPHER KONDOUDIS | HARMONY FEST | $2,500.00 | |
| | | | | | **$560.55** |
| 303874 | 515-1018-540550- | FASTSIGNS | PRINTING SERVICES | $32.50 | |
| 303874 | 515-1018-540550- | FASTSIGNS | PRINTING SERVICES | $528.05 | |
| | | | | | **$922.82** |
| 303906 | 515-1018-540550- | LOWES COMMERCIAL SERVICES | AUTUMN HARVEST SUPPLIES | $37.49 | |
| 303906 | 515-1018-540550- | LOWES COMMERCIAL SERVICES | AUTUMN HARVEST SUPPLIES | $156.36 | |
| 303906 | 515-1018-540550- | LOWES COMMERCIAL SERVICES | AUTUMN HARVEST SUPPLIES | $728.97 | |
| | | | | | **$15.99** |
| 303965 | 515-1018-540550- | SHERWIN ACE HARDWARE | AUTUMN HARVEST SUPPLIES | $15.99 | |
| | | | | | **$4,500.00** |
| 304005 | 515-1018-540550- | WEDDING BANNED ENTERTAINMENT LLC | HARMONY FEST | $4,500.00 | |
| | | | **DEPARTMENT 1018 TOTAL:** | $8,499.36 | |

# VILLAGE OF ARLINGTON HEIGHTS

## WARRANT REGISTER

## CHECK DATE: 10/15/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 1021 | **BOARDS & COMM AH ECON ALLNCE** | | | | |
| | | | | | **$64.97** |
| 303952 | 101-1021-540400- | PETTY CASH | MEETING SUPPLIES | $64.97 | |
| | | | **DEPARTMENT 1021 TOTAL:** | $64.97 | |

# VILLAGE OF ARLINGTON HEIGHTS
## WARRANT REGISTER
## CHECK DATE: 10/15/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 3001 | **POLICE DEPT ADMIN** | | | | |
| 303824 | 101-3001-533250- | A & E RUBBER STAMP CORP | OFFICE SUPPLIES | $38.50 | **$38.50** |
| 303844 | 101-3001-521650- | BRIGHTSIDE CLINIC | CARE GRANT | $875.00 | **$875.00** |
| 303851 | 101-3001-521650- | CANON SOLUTIONS AMERICA | OFFICE MACHINES & ACCESS | $34.51 | **$34.51** |
| 303867 | 101-3001-521650- | DACRA TECH LLC | OFFICE EQUIPMENT | $4,161.00 | **$4,161.00** |
| 303873 | 101-3001-521650- | EXPERIAN | OFFICE EQUIPMENT | $50.96 | **$50.96** |
| 303881 | 101-3001-521650- | GOLF ROSE PET LODGE | VETERINARY SERVICES | $23.40 | **$404.15** |
| 303881 | 101-3001-521650- | GOLF ROSE PET LODGE | VETERINARY SERVICES | $29.00 | |
| 303881 | 101-3001-521650- | GOLF ROSE PET LODGE | VETERINARY SERVICES | $140.00 | |
| 303881 | 101-3001-521650- | GOLF ROSE PET LODGE | VETERINARY SERVICES | $211.75 | |
| 303886 | 101-3001-522030- | HALTER, DANIEL | TRAVEL & TRAINING | $334.52 | **$334.52** |
| 303892 | 101-3001-521650- | IDI | OFFICE EQUIPMENT | $396.50 | **$396.50** |
| 303903 | 101-3001-530350- | JG UNIFORMS | CLOTHING & APPAREL | $45.00 | **$4,176.13** |
| 303903 | 101-3001-530350- | JG UNIFORMS | CLOTHING & APPAREL | $113.25 | |
| 303903 | 101-3001-530350- | JG UNIFORMS | CLOTHING & APPAREL | $150.00 | |
| 303903 | 101-3001-530350- | JG UNIFORMS | CLOTHING & APPAREL | $176.65 | |
| 303903 | 101-3001-530350- | JG UNIFORMS | CLOTHING & APPAREL | $190.00 | |

# VILLAGE OF ARLINGTON HEIGHTS

## WARRANT REGISTER

## CHECK DATE: 10/15/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| 303903 | 101-3001-530350- | JG UNIFORMS | CLOTHING & APPAREL | $190.00 | |
| 303903 | 101-3001-530350- | JG UNIFORMS | CLOTHING & APPAREL | $190.00 | |
| 303903 | 101-3001-530350- | JG UNIFORMS | CLOTHING & APPAREL | $200.00 | |
| 303903 | 101-3001-530350- | JG UNIFORMS | CLOTHING & APPAREL | $208.53 | |
| 303903 | 101-3001-530350- | JG UNIFORMS | CLOTHING & APPAREL | $220.00 | |
| 303903 | 101-3001-530350- | JG UNIFORMS | CLOTHING & APPAREL | $1,036.60 | |
| 303903 | 101-3001-530350- | JG UNIFORMS | CLOTHING & APPAREL | $1,456.10 | |
| | | | | | **$156.33** |
| 303910 | 101-3001-521650- | MCDONALD'S #1783 | MISCELLANEOUS SUPPLIES | $40.56 | |
| 303910 | 101-3001-521650- | MCDONALD'S #1783 | MISCELLANEOUS SUPPLIES | $115.77 | |
| | | | | | **$11,452.48** |
| 303914 | 101-3001-521650- | MINUTEMAN SECURITY TECHNOLOGIES | OFFICE EQUIPMENT | $11,452.48 | |
| | | | | | **$850.00** |
| 303917 | 101-3001-522030- | NORTH EAST MULTI REGIONAL TRAINING | TRAVEL & TRAINING | $200.00 | |
| 303917 | 101-3001-522030- | NORTH EAST MULTI REGIONAL TRAINING | TRAVEL & TRAINING | $250.00 | |
| 303917 | 101-3001-522030- | NORTH EAST MULTI REGIONAL TRAINING | TRAVEL & TRAINING | $400.00 | |
| | | | | | **$782.77** |
| 303920 | 101-3001-522150- | ODP BUSINESS SOLUTIONS | OFFICE SUPPLIES | $81.05 | |
| 303920 | 101-3001-522150- | ODP BUSINESS SOLUTIONS | OFFICE SUPPLIES | $134.36 | |
| 303920 | 101-3001-522150- | ODP BUSINESS SOLUTIONS | OFFICE SUPPLIES | $531.37 | |
| 303920 | 101-3001-530050- | ODP BUSINESS SOLUTIONS | OFFICE SUPPLIES | $35.99 | |
| | | | | | **$334.52** |
| 303944 | 101-3001-522030- | OWCA, MONICA | TRAVEL & TRAINING | $334.52 | |
| | | | | | **$115.00** |
| 303962 | 101-3001-522030- | SCHROEDER ROBERT | TRAVEL & TRAINING | $115.00 | |

# VILLAGE OF ARLINGTON HEIGHTS

## WARRANT REGISTER

## CHECK DATE: 10/15/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| | | | | | **$21.99** |
| 303965 | 101-3001-533250- | SHERWIN ACE HARDWARE | POLICE EQUIPMENT & SUPPLY | $21.99 | |
| | | | | | **$1,328.85** |
| 303983 | 401-3001-550150- | ULTRA STROBE COMMUNICATIONS INC | POLICE EQUIPMENT & SUPPLY | $339.75 | |
| 303983 | 401-3001-550150- | ULTRA STROBE COMMUNICATIONS INC | POLICE EQUIPMENT & SUPPLY | $989.10 | |
| | | | | | **$15.98** |
| 303986 | 101-3001-522050- | UPS STORE #1051 | SHIPPING | $15.98 | |
| | | | | | **$1,376.82** |
| 303991 | 101-3001-521650- | VERIZON WIRELESS | ACCT 68682493000001 | $1,376.82 | |
| | | | | | **$36.01** |
| 303992 | 235-3001-533050- | VERIZON WIRELESS | ACCT 54209747800003 | $36.01 | |
| | | | **DEPARTMENT 3001 TOTAL:** | $26,942.02 | |

# VILLAGE OF ARLINGTON HEIGHTS

## WARRANT REGISTER

## CHECK DATE: 10/15/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 3003 | **POLICE DEPT CRIMINAL INVEST** | | | | |
| | | | | | **$179.34** |
| 303949 | 231-3003-540010- | PARTNERS & PAWS VETERINARY SERVICES | VETERINARY SERVICES | $84.00 | |
| 303949 | 231-3003-540010- | PARTNERS & PAWS VETERINARY SERVICES | VETERINARY SERVICES | $95.34 | |
| | | | | | **$93.59** |
| 303951 | 231-3003-540010- | PET PROS | K9 SUPPLIES | $93.59 | |
| | | | | | **$5,570.00** |
| 303983 | 231-3003-540110- | ULTRA STROBE COMMUNICATIONS INC | POLICE EQUIPMENT & SUPPLY | $5,570.00 | |
| | | | **DEPARTMENT 3003 TOTAL:** | $5,842.93 | |

# VILLAGE OF ARLINGTON HEIGHTS

## WARRANT REGISTER

## CHECK DATE: 10/15/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 3501 | **FIRE ADMIN** | | | | |
| 303823 | 101-3501-521650- | VERIZON WIRELESS | ACCT 44205897800001 | $909.47 | **$909.47** |
| 303829 | 401-3501-550150- | AIR ONE EQUIPMENT | FIRE EQUIPMENT & SUPPLY | $165.00 | **$165.00** |
| 303830 | 101-3501-531650- | AMAZON COM CAPITAL SERVICES | OFFICE SUPPLIES | $54.48 | **$123.06** |
| 303830 | 101-3501-531650- | AMAZON COM CAPITAL SERVICES | OFFICE SUPPLIES | $68.58 | |
| 303850 | 101-3501-522150- | CANON SOLUTIONS AMERICA | OFFICE MACHINES & ACCESS | $73.92 | **$73.92** |
| 303965 | 101-3501-521110- | SHERWIN ACE HARDWARE | BUILDING MAINTENANCE SUPPLIES | $105.42 | **$105.42** |
| 303971 | 101-3501-521160- | STRYKER SALES CORP | FIRE EQUIPMENT & SUPPLY | $542.78 | **$7,600.53** |
| 303971 | 101-3501-521160- | STRYKER SALES CORP | FIRE EQUIPMENT & SUPPLY | $3,097.60 | |
| 303971 | 101-3501-521160- | STRYKER SALES CORP | FIRE EQUIPMENT & SUPPLY | $3,960.15 | |
| 303978 | 101-3501-530350- | TODAY'S UNIFORMS | CLOTHING & APPAREL | $49.95 | **$49.95** |
| 303981 | 401-3501-550150- | UKG KRONOS SYSTEMS LLC | OFFICE EQUIPMENT | $900.00 | **$900.00** |
| 303990 | 101-3501-521650- | VERIZON WIRELESS | ACCT 44205897800001 | $903.63 | **$903.63** |
| 304002 | 101-3501-531650- | VISION MARKETING | FIRE EQUIPMENT & SUPPLY | $56.20 | **$56.20** |
| | | | **DEPARTMENT 3501 TOTAL:** | $10,887.18 | |

# VILLAGE OF ARLINGTON HEIGHTS

## WARRANT REGISTER

## CHECK DATE: 10/15/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 3701 | **FOREIGN FIRE INSURANCE ADMIN** | | | | |
| 303891 | 227-3701-522030- | HOME DEPOT CREDIT SERVICES | TRAVEL & TRAINING | $573.80 | **$573.80** |
| 303970 | 227-3701-522030- | STEMPIEN, JAMES | TUITION REIMBURSEMENT | $337.00 | **$337.00** |
| | | | **DEPARTMENT 3701 TOTAL:** | $910.80 | |

# VILLAGE OF ARLINGTON HEIGHTS

## WARRANT REGISTER

## CHECK DATE: 10/15/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 4001 | **PLANNING PLANNING** | | | | |
| | | | | | **$170.00** |
| 303854 | 101-4001-540430- | CHICAGO TITLE COMPANY LLC | PROFESSIONAL SERVICES | $85.00 | |
| 303854 | 101-4001-540430- | CHICAGO TITLE COMPANY LLC | PROFESSIONAL SERVICES | $85.00 | |
| | | | | | **$20.00** |
| 303952 | 101-4001-522030- | PETTY CASH | TRAVEL & TRAINING | $20.00 | |
| | | | | | **$250.00** |
| 303960 | 263-4001-520050- | RYAN LLC | PROFESSIONAL SERVICES | $250.00 | |
| | | | | | **$163.59** |
| 303995 | 101-4001-521650- | VERIZON WIRELESS | ACCT 38042002700001 | $163.59 | |
| | | | **DEPARTMENT 4001 TOTAL:** | $603.59 | |

# VILLAGE OF ARLINGTON HEIGHTS

## WARRANT REGISTER

## CHECK DATE: 10/15/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 4101 | **COMMUNITY DEVL BLK GRNTADMIN** | | | | |
| | | | | | **$5,723.96** |
| 303948 | 215-4101-541010- | PARAGON MECHANICAL INC | CDBG GRANT | $5,723.96 | |
| | | | **DEPARTMENT 4101 TOTAL:** | $5,723.96 | |

# VILLAGE OF ARLINGTON HEIGHTS

## WARRANT REGISTER

## CHECK DATE: 10/15/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 4501 | **BUILDING ADMIN** | | | | |
| | | | | | **$8.86** |
| 303850 | 101-4501-522150- | CANON SOLUTIONS AMERICA | OFFICE MACHINES & ACCESS | $8.86 | |
| | | | | | **$2,107.50** |
| 303876 | 101-4501-520350- | FIRE SAFETY CONSULTANTS INC | TRAVEL & TRAINING | $450.00 | |
| 303876 | 101-4501-520350- | FIRE SAFETY CONSULTANTS INC | TRAVEL & TRAINING | $1,657.50 | |
| | | | | | **$980.00** |
| 303884 | 101-4501-520350- | GRIVAS KRAUSE ASSOCIATES LTD | PROFESSIONAL SERVICES | $980.00 | |
| | | | | | **$265.66** |
| 303920 | 101-4501-530050- | ODP BUSINESS SOLUTIONS | OFFICE SUPPLIES | $265.66 | |
| | | | | | **$22.00** |
| 303952 | 101-4501-522030- | PETTY CASH | TRAVEL & TRAINING | $22.00 | |
| | | | | | **$140.00** |
| 303977 | 101-4501-521650- | THOMPSON ELEVATOR INSPECTION | SERVICE BLDG MAINTENANCE | $70.00 | |
| 303977 | 101-4501-521650- | THOMPSON ELEVATOR INSPECTION | SERVICE BLDG MAINTENANCE | $70.00 | |
| | | | | | **$465.91** |
| 303996 | 101-4501-521650- | VERIZON WIRELESS | ACCT 54209747800001 | $465.91 | |
| | | | | | **$252.07** |
| 303997 | 101-4501-521650- | VERIZON WIRELESS | ACCT 54209747800002 | $252.07 | |
| | | | | | **$26.00** |
| 304008 | 101-4501-522150- | XEROX CORPORATION | OFFICE MACHINES & ACCESS | $26.00 | |
| | | | **DEPARTMENT 4501 TOTAL:** | $4,268.00 | |

# VILLAGE OF ARLINGTON HEIGHTS

## WARRANT REGISTER

## CHECK DATE: 10/15/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 7001 | **HEALTH ADMIN** | | | | |
| | | | | | **$17.47** |
| 303850 | 101-7001-522150- | CANON SOLUTIONS AMERICA | OFFICE MACHINES & ACCESS | $17.47 | |
| | | | | | **$860.00** |
| 303877 | 101-7001-521100- | FLECKS LANDSCAPING | LANDSCAPING SERVICES | $685.00 | |
| 303877 | 101-7001-521100- | FLECKS LANDSCAPING | LANDSCAPING SUPPLIES | $175.00 | |
| | | | | | **$3,508.99** |
| 303908 | 101-7001-533100- | MC KESSON MEDICAL SURGICAL | CLINIC SUPPLIES | $34.98 | |
| 303908 | 101-7001-533100- | MC KESSON MEDICAL SURGICAL | MEDICAL SUPPLIES | $3,474.01 | |
| | | | | | **$28.82** |
| 303952 | 101-7001-522030- | PETTY CASH | TRAVEL & TRAINING | $28.82 | |
| | | | | | **$270.31** |
| 304001 | 101-7001-521650- | VERIZON WIRELESS | ACCT 88556712200001 | $270.31 | |
| | | | **DEPARTMENT 7001 TOTAL:** | $4,685.59 | |

# VILLAGE OF ARLINGTON HEIGHTS

## WARRANT REGISTER

## CHECK DATE: 10/15/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 7007 | **HEALTH SENIOR SERVICES** | | | | |
| 303825 | 101-7007-531650- | ACCURATE BIOMETRICS | PROFESSIONAL SERVICES | $42.00 | **$42.00** |
| 303835 | 101-7007-521020- | ARLINGTON SIGNS & BANNERS | PRINTING SERVICES | $273.98 | **$273.98** |
| 303880 | 101-7007-531650- | GARY E MIDKIFF & COMPANY | PROGRAM INSTRUCTIONAL FEES | $200.00 | **$200.00** |
| 303888 | 101-7007-521650- | HARPER COLLEGE | PROGRAM INSTRUCTIONAL FEES | $300.00 | **$300.00** |
| | | | **DEPARTMENT 7007 TOTAL:** | $815.98 | |

# VILLAGE OF ARLINGTON HEIGHTS

## WARRANT REGISTER

## CHECK DATE: 10/15/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 7101 | **PUBLIC WORKS ADMIN** | | | | |
| | | | | | **$1,834.38** |
| 303820 | 101-7101-522700- | AT & T | ACCT 84725331203952 | $1,834.38 | |
| | | | | | **$865.33** |
| 303821 | 101-7101-522700- | AT & T | ACCT 84725535058159 | $865.33 | |
| | | | | | **$2,884.28** |
| 303822 | 101-7101-521110- | SERVPRO | SERVICE BUILDING MAINTENANCE | $1,381.16 | |
| 303822 | 101-7101-521110- | SERVPRO | SERVICE BUILDING MAINTENANCE | $1,503.12 | |
| | | | | | **$1,320.00** |
| 303826 | 101-7101-531750- | ACTIVE ELECTRICAL SUPPLY CO | STREET SUPPLY | $1,320.00 | |
| | | | | | **$600.00** |
| 303828 | 101-7101-521110- | AFTERMATH | SERVICE BUILDING MAINTENANCE | $300.00 | |
| 303828 | 101-7101-521110- | AFTERMATH | SERVICE BUILDING MAINTENANCE | $300.00 | |
| | | | | | **$13,622.75** |
| 303832 | 101-7101-521550- | APEX LANDSCAPING INC | LANDSCAPING SERVICES | $5,848.00 | |
| 303832 | 101-7101-521550- | APEX LANDSCAPING INC | LANDSCAPING SERVICES | $7,774.75 | |
| | | | | | **$433.22** |
| 303836 | 101-7101-522700- | AT & T | ACCT 8310010134261 | $433.22 | |
| | | | | | **$777.27** |
| 303837 | 101-7101-522700- | AT & T | ACCT 8310010146347 | $777.27 | |
| | | | | | **$2,120.18** |
| 303839 | 101-7101-522700- | AT & T | ACCT 217S667106106 | $2,120.18 | |
| | | | | | **$25,260.00** |
| 303841 | 401-7101-550200- | AVI-SPL LLC | PROFESSIONAL SERVICES | $25,260.00 | |
| | | | | | **$3,479.00** |
| 303843 | 101-7101-530350- | BRAND IT ON APPAREL CO | CLOTHING & APPAREL | $3,479.00 | |

# VILLAGE OF ARLINGTON HEIGHTS

## WARRANT REGISTER

## CHECK DATE: 10/15/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| | | | | | **$26,061.50** |
| 303845 | 101-7101-531900- | BUILDERS ASPHALT LLC | STREET SUPPLY | $12,526.26 | |
| 303845 | 101-7101-531900- | BUILDERS ASPHALT LLC | STREET SUPPLY | $13,535.24 | |
| | | | | | **$299,535.56** |
| 303846 | 211-7101-550400- | BUILDERS PAVING LLC | CONSTRUCTION SERVICES | $299,535.56 | |
| | | | | | **$13,196.00** |
| 303847 | 101-7101-521020- | BUILDING AUTOMATION SOLUTIONS | SERVICE BUILDING MAINTENANCE | $496.00 | |
| 303847 | 401-7101-550200- | BUILDING AUTOMATION SOLUTIONS | SERVICE BUILDING MAINTENANCE | $12,700.00 | |
| | | | | | **$45,983.76** |
| 303855 | 101-7101-521550- | CHRISTOPHER B BURKE LTD | PROFESSIONAL SERVICES | $285.56 | |
| 303855 | 101-7101-521550- | CHRISTOPHER B BURKE LTD | PROFESSIONAL SERVICES | $965.70 | |
| 303855 | 401-7101-550300- | CHRISTOPHER B BURKE LTD | PROFESSIONAL SERVICES | $7,598.36 | |
| 303855 | 401-7101-550300- | CHRISTOPHER B BURKE LTD | PROFESSIONAL SERVICES | $36,471.64 | |
| 303855 | 426-7101-550250- | CHRISTOPHER B BURKE LTD | PROFESSIONAL SERVICES | $662.50 | |
| | | | | | **$216.04** |
| 303859 | 101-7101-522700- | COMCAST CABLE | ACCT 8771100721026712 | $216.04 | |
| | | | | | **$31.59** |
| 303862 | 101-7101-522700- | COMCAST CABLE | ACCT 8771100720048998 | $31.59 | |
| | | | | | **$127.00** |
| 303865 | 101-7101-530010- | COMMONWEALTH EDISON COMPANY | ACCT 0413074076 | $127.00 | |
| | | | | | **$3,900.00** |
| 303866 | 101-7101-521110- | CRYSTAL MAINTENANCE & MGMT SRVS | SERVICE BUILDING MAINTENANCE | $950.00 | |
| 303866 | 101-7101-521110- | CRYSTAL MAINTENANCE & MGMT SRVS | SERVICE BUILDING MAINTENANCE | $2,950.00 | |
| | | | | | **$1,600.00** |
| 303868 | 101-7101-522700- | DATA WISE ENVIRONMENTAL | MISCELLANEOUS SERVICES | $1,600.00 | |

# VILLAGE OF ARLINGTON HEIGHTS
## WARRANT REGISTER
## CHECK DATE: 10/15/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| | | MONITORING | | | |
| | | | | | **$18,795.00** |
| 303869 | 401-7101-550300- | DOLAND ENGINEERING, LLC | PROFESSIONAL SERVICES | $18,795.00 | |
| | | | | | **$7,800.00** |
| 303870 | 101-7101-521020- | DUCT-KLEEN, INC. | SERVICE BUILDING MAINTENANCE | $7,800.00 | |
| | | | | | **$1,939.75** |
| 303871 | 101-7101-531650- | EDUCATION & OUTREACH COMPANY | MISCELLANEOUS SUPPLIES | $1,939.75 | |
| | | | | | **$18,400.00** |
| 303872 | 101-7101-520050- | ENGINEERING RESOURCE ASSOCIATES | PROFESSIONAL SERVICES | $18,400.00 | |
| | | | | | **$718.20** |
| 303882 | 101-7101-530350- | GRAINGER W W INC | CLOTHING & APPAREL | $495.00 | |
| 303882 | 101-7101-531450- | GRAINGER W W INC | JANITORIAL SUPPLY | $223.20 | |
| | | | | | **$2,500.00** |
| 303885 | 401-7101-550300- | HAEGER ENGINEERING LLC | PROFESSIONAL SERVICES | $2,500.00 | |
| | | | | | **$130,243.00** |
| 303887 | 235-7101-550250- | HAMMER CONSTRUCTION, LLC | CONSTRUCTION SERVICES | $63,584.50 | |
| 303887 | 235-7101-550250- | HAMMER CONSTRUCTION, LLC | CONSTRUCTION SERVICES | $66,658.50 | |
| | | | | | **$424.13** |
| 303906 | 101-7101-531550- | LOWES COMMERCIAL SERVICES | BUILDING MAINTENANCE SUPPLY | $32.17 | |
| 303906 | 101-7101-531550- | LOWES COMMERCIAL SERVICES | BUILDING MAINTENANCE SUPPLY | $36.97 | |
| 303906 | 101-7101-531550- | LOWES COMMERCIAL SERVICES | BUILDING MAINTENANCE SUPPLY | $75.96 | |
| 303906 | 101-7101-531550- | LOWES COMMERCIAL SERVICES | BUILDING MAINTENANCE SUPPLY | $113.33 | |
| 303906 | 101-7101-531550- | LOWES COMMERCIAL SERVICES | BUILDING MAINTENANCE SUPPLY | $165.70 | |
| | | | | | **$421,127.56** |
| 303907 | 426-7101-550250- | MARTAM CONSTRUCTION INC | CONSTRUCTION SERVICES | $421,127.56 | |

# VILLAGE OF ARLINGTON HEIGHTS

## WARRANT REGISTER

## CHECK DATE: 10/15/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| | | | | | **$3,707.00** |
| 303911 | 101-7101-521020- | MID AMERICAN ELEVATOR CO INC | SERVICE BUILDING MAINTENANCE | $436.00 | |
| 303911 | 101-7101-521020- | MID AMERICAN ELEVATOR CO INC | SERVICE BUILDING MAINTENANCE | $3,271.00 | |
| | | | | | **$900.00** |
| 303915 | 101-7101-531800- | MUNICIPAL MARKING DIST INC | STREET SUPPLY | $900.00 | |
| | | | | | **$1,413.71** |
| 303916 | 101-7101-521500- | NICOR | ACCT 01701843946 | $1,413.71 | |
| | | | | | **$1,346.00** |
| 303918 | 101-7101-531850- | NORTHERN TOOL & EQUIPMENT | BUILDING MAINTENANCE EQUIPMENT | $1,346.00 | |
| | | | | | **$266.35** |
| 303919 | 101-7101-531550- | NORTHWEST ELECTRICAL SUPPLY CO | BUILDING MAINTENANCE SUPPLY | $147.64 | |
| 303919 | 101-7101-531750- | NORTHWEST ELECTRICAL SUPPLY CO | STREET SUPPLY | $91.72 | |
| 303919 | 101-7101-531850- | NORTHWEST ELECTRICAL SUPPLY CO | HARDWARE SUPPLY | $26.99 | |
| | | | | | **$190.32** |
| 303920 | 101-7101-530050- | ODP BUSINESS SOLUTIONS | OFFICE SUPPLY | $50.34 | |
| 303920 | 101-7101-530050- | ODP BUSINESS SOLUTIONS | OFFICE SUPPLY | $69.99 | |
| 303920 | 101-7101-530050- | ODP BUSINESS SOLUTIONS | OFFICE SUPPLY | $69.99 | |
| | | | | | **$24,754.43** |
| 303921 | 101-7101-530390- | OFFEN PETROLEUM LLC | FUEL | $24,754.43 | |
| | | | | | **$562.50** |
| 303934 | 401-7101-550300- | FRANCIS CHIU | RESIDENT REIMBURSEMENT | $562.50 | |
| | | | | | **$2,287.60** |
| 303935 | 401-7101-550300- | JOE VELISEK | RESIDENT REIMBURSEMENT | $2,287.60 | |
| | | | | | **$675.75** |
| 303938 | 401-7101-550300- | MARY KAY WATHEN | RESIDENT REIMBURSEMENT | $675.75 | |

# VILLAGE OF ARLINGTON HEIGHTS

## WARRANT REGISTER

## CHECK DATE: 10/15/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| | | | | | **$612.00** |
| 303939 | 401-7101-550300- | MATTHEW STUKENBERG | RESIDENT REIMBURSEMENT | $612.00 | |
| | | | | | **$1,653.76** |
| 303945 | 101-7101-531900- | OZINGA READY MIX CONCRETE INC | STREET SUPPLY | $1,653.76 | |
| | | | | | **$945.62** |
| 303950 | 101-7101-521620- | PAUL DAVIS RESTORATION OF SE WI, INC | SERVICE BUILDING MAINTENANCE | $945.62 | |
| | | | | | **$7,689.00** |
| 303953 | 101-7101-521150- | POTHOLE PROS INC | CONSTRUCTION SERVICES | $7,689.00 | |
| | | | | | **$1,883.75** |
| 303957 | 101-7101-520050- | RITTER GIS | PROFESSIONAL SERVICES | $1,883.75 | |
| | | | | | **$3,044.00** |
| 303958 | 101-7101-520050- | ROADWAY ASSET SERVICES, LLC | PROFESSIONAL SERVICES | $3,044.00 | |
| | | | | | **$54.54** |
| 303959 | 101-7101-531850- | ROUTE 12 RENTAL CO INC | STREET SUPPLY | $54.54 | |
| | | | | | **$57,218.34** |
| 303961 | 101-7101-521150- | SCHROEDER AND SCHROEDER | CONSTRUCTION SERVICES | $57,218.34 | |
| | | | | | **$111.51** |
| 303965 | 101-7101-531550- | SHERWIN ACE HARDWARE | BUILDING MAINTENANCE SUPPLY | $2.12 | |
| 303965 | 101-7101-531550- | SHERWIN ACE HARDWARE | BUILDING MAINTENANCE SUPPLY | $7.59 | |
| 303965 | 101-7101-531550- | SHERWIN ACE HARDWARE | BUILDING MAINTENANCE SUPPLY | $9.07 | |
| 303965 | 101-7101-531550- | SHERWIN ACE HARDWARE | BUILDING MAINTENANCE SUPPLY | $9.59 | |
| 303965 | 101-7101-531550- | SHERWIN ACE HARDWARE | BUILDING MAINTENANCE SUPPLY | $11.00 | |
| 303965 | 101-7101-531550- | SHERWIN ACE HARDWARE | BUILDING MAINTENANCE SUPPLY | $14.58 | |
| 303965 | 101-7101-531550- | SHERWIN ACE HARDWARE | BUILDING MAINTENANCE SUPPLY | $39.57 | |
| 303965 | 101-7101-531750- | SHERWIN ACE HARDWARE | STREET SUPPLY | $17.99 | |

# VILLAGE OF ARLINGTON HEIGHTS
## WARRANT REGISTER
## CHECK DATE: 10/15/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| | | | | | **$567.23** |
| 303969 | 101-7101-531550- | STANDARD PIPE & SUPPLY INC | BUILDING MAINTENANCE SUPPLY | $567.23 | |
| | | | | | **$50.00** |
| 303973 | 101-7101-522100- | SUMMIT PRINT SOLUTIONS | PRINTING SERVICES | $50.00 | |
| | | | | | **$3,105.25** |
| 303975 | 101-7101-531800- | TAPCO | STREET SUPPLY | $3,105.25 | |
| | | | | | **$3,175.00** |
| 303979 | 101-7101-531700- | TRAFFIC CONTROL CORP | TRAFFIC SUPPLY | $3,175.00 | |
| | | | | | **$7,514.66** |
| 303980 | 101-7101-531400- | TURKS GREENHOUSES | LANDSCAPING SUPPLIES | $7,514.66 | |
| | | | | | **$1,250.44** |
| 303982 | 101-7101-531450- | ULINE INC | JANITORIAL SUPPLY | $1,250.44 | |
| | | | | | **$1,170.29** |
| 303988 | 101-7101-522700- | VERIZON WIRELESS | ACCT 58675303500001 | $1,170.29 | |
| | | | | | **$59,810.00** |
| 304003 | 235-7101-550250- | WALKER CONSULTANTS | PROFESSIONAL SERVICES | $3,210.00 | |
| 304003 | 235-7101-550250- | WALKER CONSULTANTS | PROFESSIONAL SERVICES | $18,200.00 | |
| 304003 | 235-7101-550250- | WALKER CONSULTANTS | PROFESSIONAL SERVICES | $38,400.00 | |
| | | | | | **$1,319.75** |
| 304010 | 101-7101-531450- | ZORO TOOLS INC | EQUIPMENT | $266.80 | |
| 304010 | 101-7101-531650- | ZORO TOOLS INC | EQUIPMENT | $1,052.95 | |
| | | | | | **$1,101.50** |
| 802305 | 101-7101-522700- | AT & T | ACCT 84779713213488 | $50.96 | |
| 802305 | 101-7101-522700- | AT & T | ACCT 84734215365273 | $50.96 | |
| 802305 | 101-7101-522700- | AT & T | ACCT 84739443682112 | $50.96 | |
| 802305 | 101-7101-522700- | AT & T | ACCT 84725961248940 | $50.96 | |

# VILLAGE OF ARLINGTON HEIGHTS

## WARRANT REGISTER

## CHECK DATE: 10/15/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| 802305 | 101-7101-522700- | AT & T | ACCT 84739420624707 | $51.10 | |
| 802305 | 101-7101-522700- | AT & T | ACCT 84739271083278 | $51.52 | |
| 802305 | 101-7101-522700- | AT & T | ACCT 84739893361501 | $52.46 | |
| 802305 | 101-7101-522700- | AT & T | ACCT 84739208661733 | $53.27 | |
| 802305 | 101-7101-522700- | AT & T | ACCT 84759391411742 | $56.73 | |
| 802305 | 101-7101-522700- | AT & T | ACCT 84739893901330 | $56.89 | |
| 802305 | 101-7101-522700- | AT & T | ACCT 84757754536603 | $79.31 | |
| 802305 | 101-7101-522700- | AT & T | ACCT 84743978686650 | $101.91 | |
| 802305 | 101-7101-522700- | AT & T | ACCT 84725334382001 | $104.91 | |
| 802305 | 101-7101-522700- | AT & T | ACCT 84757757951551 | $289.56 | |
| | | | | | **$9,879.08** |
| 802306 | 101-7101-521500- | COMMONWEALTH EDISON COMPANY | ACCT 3183115007 | $7.22 | |
| 802306 | 101-7101-521500- | COMMONWEALTH EDISON COMPANY | ACCT 0002031003 | $31.55 | |
| 802306 | 101-7101-521500- | COMMONWEALTH EDISON COMPANY | ACCT 4643388009 | $112.64 | |
| 802306 | 101-7101-521500- | COMMONWEALTH EDISON COMPANY | ACCT 5492508009 | $119.36 | |
| 802306 | 101-7101-521500- | COMMONWEALTH EDISON COMPANY | ACCT 8572043011 | $133.03 | |
| 802306 | 101-7101-521500- | COMMONWEALTH EDISON COMPANY | ACCT 4103039009 | $239.57 | |
| 802306 | 101-7101-521500- | COMMONWEALTH EDISON COMPANY | ACCT 2985063029 | $291.18 | |
| 802306 | 101-7101-521500- | COMMONWEALTH EDISON COMPANY | ACCT 2278061084 | $310.24 | |
| 802306 | 101-7101-521500- | COMMONWEALTH EDISON COMPANY | ACCT 4321662000 | $1,275.51 | |
| 802306 | 101-7101-521500- | COMMONWEALTH EDISON COMPANY | ACCT 7363016029 | $7,358.78 | |
| | | | | | **$10,154.77** |
| 802307 | 101-7101-521500- | CONSTELLATION NEW ENERGY INC | ACCT 8063218 | $614.50 | |

# VILLAGE OF ARLINGTON HEIGHTS
## WARRANT REGISTER
## CHECK DATE: 10/15/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| 802307 | 101-7101-521500- | CONSTELLATION NEW ENERGY INC | ACCT 8063214 | $9,540.27 | |
| | | | | | **$11,430.56** |
| 802308 | 101-7101-521500- | NICOR | ACCT 06802945268 | $50.32 | |
| 802308 | 101-7101-521500- | NICOR | ACCT 19426400008 | $171.40 | |
| 802308 | 101-7101-521500- | NICOR | ACCT 40178600009 | $180.51 | |
| 802308 | 101-7101-521500- | NICOR | ACCT 72489260108 | $301.94 | |
| 802308 | 101-7101-521500- | NICOR | ACCT 38178600003 | $388.63 | |
| 802308 | 101-7101-521500- | NICOR | ACCT 28178600004 | $434.30 | |
| 802308 | 101-7101-521500- | NICOR | ACCT 15839647334 | $502.54 | |
| 802308 | 101-7101-521500- | NICOR | ACCT 58401600000 | $534.93 | |
| 802308 | 101-7101-521500- | NICOR | ACCT 94830700004 | $676.78 | |
| 802308 | 101-7101-521500- | NICOR | ACCT 38096400007 | $876.99 | |
| 802308 | 101-7101-521500- | NICOR | ACCT 97034457784 | $1,410.72 | |
| 802308 | 101-7101-521500- | NICOR | ACCT 53278600001 | $1,532.09 | |
| 802308 | 101-7101-521500- | NICOR | ACCT 25422686599 | $4,369.41 | |
| | | | | | **$1,101.25** |
| 802310 | 101-7101-522700- | AT & T | ACCT 84779713213488 | $50.96 | |
| 802310 | 101-7101-522700- | AT & T | ACCT 84734215365273 | $50.96 | |
| 802310 | 101-7101-522700- | AT & T | ACCT 84739420624707 | $50.96 | |
| 802310 | 101-7101-522700- | AT & T | ACCT 84739443682112 | $50.96 | |
| 802310 | 101-7101-522700- | AT & T | ACCT 84725961248940 | $50.96 | |
| 802310 | 101-7101-522700- | AT & T | ACCT 84739271083278 | $51.48 | |
| 802310 | 101-7101-522700- | AT & T | ACCT 84739893361501 | $52.46 | |
| 802310 | 101-7101-522700- | AT & T | ACCT 84739208661733 | $53.27 | |
| 802310 | 101-7101-522700- | AT & T | ACCT 84739893901330 | $56.73 | |
| 802310 | 101-7101-522700- | AT & T | ACCT 84759391411742 | $56.83 | |

# VILLAGE OF ARLINGTON HEIGHTS

## WARRANT REGISTER

## CHECK DATE: 10/15/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| 802310 | 101-7101-522700- | AT & T | ACCT 84757754536603 | $79.31 | |
| 802310 | 101-7101-522700- | AT & T | ACCT 84743978686650 | $101.91 | |
| 802310 | 101-7101-522700- | AT & T | ACCT 84725334382001 | $104.91 | |
| 802310 | 101-7101-522700- | AT & T | ACCT 84757757951551 | $289.55 | |
| | | | | | **$8,918.30** |
| 802311 | 101-7101-521500- | COMMONWEALTH EDISON COMPANY | ACCT 3183115007 | $3.37 | |
| 802311 | 101-7101-521500- | COMMONWEALTH EDISON COMPANY | ACCT 0002031003 | $31.55 | |
| 802311 | 101-7101-521500- | COMMONWEALTH EDISON COMPANY | ACCT 0002031003 | $31.55 | |
| 802311 | 101-7101-521500- | COMMONWEALTH EDISON COMPANY | ACCT 5492508009 | $83.80 | |
| 802311 | 101-7101-521500- | COMMONWEALTH EDISON COMPANY | ACCT 4643388009 | $121.49 | |
| 802311 | 101-7101-521500- | COMMONWEALTH EDISON COMPANY | ACCT 4103039009 | $190.47 | |
| 802311 | 101-7101-521500- | COMMONWEALTH EDISON COMPANY | ACCT 8572043011 | $236.75 | |
| 802311 | 101-7101-521500- | COMMONWEALTH EDISON COMPANY | ACCT 2278061084 | $283.85 | |
| 802311 | 101-7101-521500- | COMMONWEALTH EDISON COMPANY | ACCT 2985063029 | $289.18 | |
| 802311 | 101-7101-521500- | COMMONWEALTH EDISON COMPANY | ACCT 4321662000 | $914.06 | |
| 802311 | 101-7101-521500- | COMMONWEALTH EDISON COMPANY | ACCT 7363016029 | $6,732.23 | |
| | | | | | **$9,744.75** |
| 802312 | 101-7101-521500- | CONSTELLATION NEW ENERGY INC | ACCT 8063218 | $658.10 | |
| 802312 | 101-7101-521500- | CONSTELLATION NEW ENERGY INC | ACCT 8063218 | $923.06 | |
| 802312 | 101-7101-521500- | CONSTELLATION NEW ENERGY INC | ACCT 8063214 | $8,163.59 | |
| | | | | | **$12,823.85** |
| 802313 | 101-7101-521500- | NICOR | ACCT 06802945268 | $50.87 | |

# VILLAGE OF ARLINGTON HEIGHTS

## WARRANT REGISTER

## CHECK DATE: 10/15/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| 802313 | 101-7101-521500- | NICOR | ACCT 40178600009 | $126.99 | |
| 802313 | 101-7101-521500- | NICOR | ACCT 19426400008 | $169.13 | |
| 802313 | 101-7101-521500- | NICOR | ACCT 94830700004 | $242.80 | |
| 802313 | 101-7101-521500- | NICOR | ACCT 15839647334 | $246.60 | |
| 802313 | 101-7101-521500- | NICOR | ACCT 38178600003 | $254.61 | |
| 802313 | 101-7101-521500- | NICOR | ACCT 72489260108 | $302.08 | |
| 802313 | 101-7101-521500- | NICOR | ACCT 43278600002 | $351.60 | |
| 802313 | 101-7101-521500- | NICOR | ACCT 28178600004 | $390.98 | |
| 802313 | 101-7101-521500- | NICOR | ACCT 94830700004 | $394.19 | |
| 802313 | 101-7101-521500- | NICOR | ACCT 58401600000 | $416.07 | |
| 802313 | 101-7101-521500- | NICOR | ACCT 38096400007 | $548.87 | |
| 802313 | 101-7101-521500- | NICOR | ACCT 53278600001 | $858.79 | |
| 802313 | 101-7101-521500- | NICOR | ACCT 97034457784 | $939.32 | |
| 802313 | 101-7101-521500- | NICOR | ACCT 96945600003 | $1,858.91 | |
| 802313 | 101-7101-521500- | NICOR | ACCT 55616726109 | $2,099.65 | |
| 802313 | 101-7101-521500- | NICOR | ACCT 25422686599 | $3,572.39 | |
| | | | | | **$216.21** |
| 802325 | 101-7101-522700- | AT & T | ACCT 84734215365273 | $52.60 | |
| 802325 | 101-7101-522700- | AT & T | ACCT 84739420624707 | $52.60 | |
| 802325 | 101-7101-522700- | AT & T | ACCT 84739443682112 | $52.60 | |
| 802325 | 101-7101-522700- | AT & T | ACCT 84759391411742 | $58.41 | |
| | | | | | **$639.41** |
| 802326 | 101-7101-521500- | COMMONWEALTH EDISON COMPANY | ACCT 0002031003 | $31.55 | |
| 802326 | 101-7101-521500- | COMMONWEALTH EDISON COMPANY | ACCT 4321662000 | $607.86 | |
| | | | | | **$12,149.55** |

# VILLAGE OF ARLINGTON HEIGHTS

## WARRANT REGISTER

## CHECK DATE: 10/15/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| 802327 | 101-7101-521500- | CONSTELLATION NEW ENERGY INC | ACCT 8063218 | $1,308.02 | |
| 802327 | 101-7101-521500- | CONSTELLATION NEW ENERGY INC | ACCT 8063214 | $10,841.53 | |
| | | | | | **$8,137.38** |
| 802328 | 101-7101-521500- | NICOR | ACCT 06802945268 | $49.81 | |
| 802328 | 101-7101-521500- | NICOR | ACCT 15839647334 | $49.81 | |
| 802328 | 101-7101-521500- | NICOR | ACCT 38178600003 | $52.29 | |
| 802328 | 101-7101-521500- | NICOR | ACCT 40178600009 | $52.92 | |
| 802328 | 101-7101-521500- | NICOR | ACCT 28178600004 | $167.36 | |
| 802328 | 101-7101-521500- | NICOR | ACCT 53278600001 | $169.13 | |
| 802328 | 101-7101-521500- | NICOR | ACCT 38096400007 | $170.32 | |
| 802328 | 101-7101-521500- | NICOR | ACCT 19426400008 | $172.56 | |
| 802328 | 101-7101-521500- | NICOR | ACCT 43278600002 | $184.76 | |
| 802328 | 101-7101-521500- | NICOR | ACCT 94830700004 | $195.46 | |
| 802328 | 101-7101-521500- | NICOR | ACCT 58401600000 | $207.90 | |
| 802328 | 101-7101-521500- | NICOR | ACCT 72489260108 | $355.65 | |
| 802328 | 101-7101-521500- | NICOR | ACCT 95407400001 | $444.45 | |
| 802328 | 101-7101-521500- | NICOR | ACCT 97034457784 | $471.10 | |
| 802328 | 101-7101-521500- | NICOR | ACCT 96945600003 | $1,608.70 | |
| 802328 | 101-7101-521500- | NICOR | ACCT 55616726109 | $1,625.00 | |
| 802328 | 101-7101-521500- | NICOR | ACCT 25422686599 | $2,160.16 | |
| | | | **DEPARTMENT 7101 TOTAL:** | $1,319,370.91 | |

# VILLAGE OF ARLINGTON HEIGHTS

## WARRANT REGISTER

## CHECK DATE: 10/15/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 7201 | **WATER AND SEWER ADMIN** | | | | |
| | | | | | **$3,011.39** |
| 303819 | 505-7201-531600- | ALEXANDER CHEMICAL CORP | WATER SUPPLY | $1,504.75 | |
| 303819 | 505-7201-531600- | ALEXANDER CHEMICAL CORP | WATER SUPPLY | $1,506.64 | |
| | | | | | **$3,993.34** |
| 303831 | 505-7201-531550- | ANDERSON LOCK | BUILDING MAINTENANCE SUPPLY | $3,993.34 | |
| | | | | | **$98.75** |
| 303842 | 505-7201-531550- | BENJAMIN MOORE MT PROSPECT PAINT | BUILDING MAINTENANCE SUPPLY | $98.75 | |
| | | | | | **$1,206.55** |
| 303845 | 505-7201-531900- | BUILDERS ASPHALT LLC | STREET SUPPLY | $579.92 | |
| 303845 | 505-7201-531900- | BUILDERS ASPHALT LLC | STREET SUPPLY | $626.63 | |
| | | | | | **$3,000.00** |
| 303849 | 505-7201-550150- | BURNS MCDONNELL | SERVICE BLDG MAINTEANNCE | $3,000.00 | |
| | | | | | **$589.37** |
| 303855 | 505-7201-521250- | CHRISTOPHER B BURKE LTD | PROFESSIONAL SERVICES | $589.37 | |
| | | | | | **$194.85** |
| 303860 | 505-7201-522700- | COMCAST CABLE | ACCT 8771100720175502 | $194.85 | |
| | | | | | **$2.10** |
| 303861 | 505-7201-522700- | COMCAST CABLE | ACCT 8771100720048980 | $2.10 | |
| | | | | | **$32.80** |
| 303864 | 505-7201-521500- | COMMONWEALTH EDISON COMPANY | ACCT 0705092066 | $32.80 | |
| | | | | | **$1,551.80** |
| 303871 | 505-7201-531650- | EDUCATION & OUTREACH COMPANY | MISCELLANEOUS SUPPLIES | $1,551.80 | |
| | | | | | **$456.00** |
| 303878 | 505-7201-531550- | FOREMAN JOSEPH D AND CO | PUMP SUPPLY | $456.00 | |

# VILLAGE OF ARLINGTON HEIGHTS
## WARRANT REGISTER
## CHECK DATE: 10/15/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| | | | | | **$4,437.25** |
| 303882 | 505-7201-530350- | GRAINGER W W INC | CLOTHING & APPAREL | $495.00 | |
| 303882 | 505-7201-531650- | GRAINGER W W INC | WATER SUPPLY | $136.52 | |
| 303882 | 505-7201-550150- | GRAINGER W W INC | HARDWARE SUPPLY | $3,805.73 | |
| | | | | | **$14,611.29** |
| 303889 | 505-7201-521350- | HBK WATER METER SERVICE INC | METER SERVICES | $14,611.29 | |
| | | | | | **$238.21** |
| 303906 | 505-7201-531010- | LOWES COMMERCIAL SERVICES | WATER SUPPLY | $123.46 | |
| 303906 | 505-7201-531020- | LOWES COMMERCIAL SERVICES | METER SUPPLY | $52.77 | |
| 303906 | 505-7201-531550- | LOWES COMMERCIAL SERVICES | BUILDING MAINTENANCE SUPPLY | $39.69 | |
| 303906 | 505-7201-531550- | LOWES COMMERCIAL SERVICES | WATER SUPPLY | $12.33 | |
| 303906 | 505-7201-531650- | LOWES COMMERCIAL SERVICES | WATER SUPPLY | $9.96 | |
| | | | | | **$7,726.00** |
| 303912 | 505-7201-531010- | MID AMERICAN WATER | WATER SUPPLY | $590.00 | |
| 303912 | 505-7201-531010- | MID AMERICAN WATER | WATER SUPPLY | $2,146.00 | |
| 303912 | 505-7201-531010- | MID AMERICAN WATER | WATER SUPPLY | $2,146.00 | |
| 303912 | 505-7201-531010- | MID AMERICAN WATER | WATER SUPPLY | $2,844.00 | |
| | | | | | **$1,883.75** |
| 303957 | 505-7201-520050- | RITTER GIS | PROFESSIONAL SERVICES | $1,883.75 | |
| | | | | | **$42,913.76** |
| 303961 | 505-7201-521300- | SCHROEDER AND SCHROEDER | CONSTRUCTION SERVICES | $42,913.76 | |
| | | | | | **$4,774.70** |
| 303965 | 505-7201-531550- | SHERWIN ACE HARDWARE | BUILDING MAINTENANCE SUPPLY | $18.99 | |
| 303965 | 505-7201-531550- | SHERWIN ACE HARDWARE | WATER SUPPLY | $23.98 | |
| 303965 | 505-7201-531650- | SHERWIN ACE HARDWARE | MISCELLANEOUS SUPPLY | $9.99 | |
| 303965 | 505-7201-531850- | SHERWIN ACE HARDWARE | HARDWARE SUPPLY | $15.96 | |

# VILLAGE OF ARLINGTON HEIGHTS

## WARRANT REGISTER

## CHECK DATE: 10/15/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| 303965 | 505-7201-550150- | SHERWIN ACE HARDWARE | HARDWARE SUPPLY | $787.96 | |
| 303965 | 505-7201-550150- | SHERWIN ACE HARDWARE | WATER SUPPLY | $1,259.02 | |
| 303965 | 505-7201-550150- | SHERWIN ACE HARDWARE | WATER SUPPLY | $101.96 | |
| 303965 | 505-7201-550150- | SHERWIN ACE HARDWARE | WATER SUPPLY | $1,237.68 | |
| 303965 | 505-7201-550150- | SHERWIN ACE HARDWARE | WATER SUPPLY | $1,319.16 | |
| | | | | | **$14,404.32** |
| 303968 | 505-7201-531650- | STANDARD EQUIPMENT CO | EQUIPMENT | $14,404.32 | |
| | | | | | **$2,569.20** |
| 303972 | 505-7201-520050- | SUBURBAN LABORATORIES INC | PROFESSIONAL SERVICES | $2,569.20 | |
| | | | | | **$957.50** |
| 303973 | 505-7201-522100- | SUMMIT PRINT SOLUTIONS | PRINTING SERVICES | $957.50 | |
| | | | | | **$3,238.90** |
| 303976 | 505-7201-531020- | TEST GAUGE INC | METER SUPPLY | $3,238.90 | |
| | | | | | **$23,616.68** |
| 303985 | 505-7201-531020- | UNITED SYSTEMS | METER SUPPLY | $23,616.68 | |
| | | | | | **$742.86** |
| 303987 | 505-7201-522700- | VERIZON WIRELESS | ACCT 78635116200001 | $742.86 | |
| | | | | | **$1,755.44** |
| 303988 | 505-7201-522700- | VERIZON WIRELESS | ACCT 58675303500001 | $1,755.44 | |
| | | | | | **$22,624.57** |
| 304009 | 505-7201-531010- | ZIEBELL WATER SERVICE PRODUCTS | WATER SUPPLY | $247.50 | |
| 304009 | 505-7201-531010- | ZIEBELL WATER SERVICE PRODUCTS | WATER SUPPLY | $954.00 | |
| 304009 | 505-7201-531010- | ZIEBELL WATER SERVICE PRODUCTS | WATER SUPPLY | $1,692.40 | |
| 304009 | 505-7201-531010- | ZIEBELL WATER SERVICE PRODUCTS | WATER SUPPLY | $1,840.00 | |

# VILLAGE OF ARLINGTON HEIGHTS

## WARRANT REGISTER

## CHECK DATE: 10/15/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| 304009 | 505-7201-531010- | ZIEBELL WATER SERVICE PRODUCTS | WATER SUPPLY | $2,664.00 | |
| 304009 | 505-7201-531010- | ZIEBELL WATER SERVICE PRODUCTS | WATER SUPPLY | $2,741.25 | |
| 304009 | 505-7201-531010- | ZIEBELL WATER SERVICE PRODUCTS | WATER SUPPLY | $2,787.00 | |
| 304009 | 505-7201-531010- | ZIEBELL WATER SERVICE PRODUCTS | WATER SUPPLY | $2,826.00 | |
| 304009 | 505-7201-531010- | ZIEBELL WATER SERVICE PRODUCTS | WATER SUPPLY | $2,883.00 | |
| 304009 | 505-7201-550150- | ZIEBELL WATER SERVICE PRODUCTS | WATER SUPPLY | $624.42 | |
| 304009 | 505-7201-550150- | ZIEBELL WATER SERVICE PRODUCTS | WATER SUPPLY | $990.00 | |
| 304009 | 505-7201-550150- | ZIEBELL WATER SERVICE PRODUCTS | WATER SUPPLY | $2,375.00 | |
| | | | | | **$155.08** |
| 802305 | 505-7201-522700- | AT & T | ACCT 84743746858567 | $50.96 | |
| 802305 | 505-7201-522700- | AT & T | ACCT 84743746842777 | $50.99 | |
| 802305 | 505-7201-522700- | AT & T | ACCT 84725301748135 | $53.13 | |
| | | | | | **$3,770.13** |
| 802306 | 505-7201-521500- | COMMONWEALTH EDISON COMPANY | ACCT 0368380009 | $34.92 | |
| 802306 | 505-7201-521500- | COMMONWEALTH EDISON COMPANY | ACCT 0645171017 | $73.34 | |
| 802306 | 505-7201-521500- | COMMONWEALTH EDISON COMPANY | ACCT 0684023014 | $83.65 | |
| 802306 | 505-7201-521500- | COMMONWEALTH EDISON COMPANY | ACCT 1092085063 | $114.48 | |
| 802306 | 505-7201-521500- | COMMONWEALTH EDISON COMPANY | ACCT 0831076049 | $117.80 | |
| 802306 | 505-7201-521500- | COMMONWEALTH EDISON COMPANY | ACCT 1104021044 | $173.91 | |
| 802306 | 505-7201-521500- | COMMONWEALTH EDISON COMPANY | ACCT 0111076085 | $251.10 | |
| 802306 | 505-7201-521500- | COMMONWEALTH EDISON COMPANY | ACCT 0117046072 | $252.95 | |

# VILLAGE OF ARLINGTON HEIGHTS

## WARRANT REGISTER

## CHECK DATE: 10/15/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| 802306 | 505-7201-521500- | COMMONWEALTH EDISON COMPANY | ACCT 3973144001 | $308.13 | |
| 802306 | 505-7201-521500- | COMMONWEALTH EDISON COMPANY | ACCT 1284169036 | $414.91 | |
| 802306 | 505-7201-521500- | COMMONWEALTH EDISON COMPANY | ACCT 0087155164 | $464.55 | |
| 802306 | 505-7201-521500- | COMMONWEALTH EDISON COMPANY | ACCT 1257044037 | $1,480.39 | |
| | | | | | **$29,883.93** |
| 802307 | 505-7201-521500- | CONSTELLATION NEW ENERGY INC | ACCT 8063213 | $448.09 | |
| 802307 | 505-7201-521500- | CONSTELLATION NEW ENERGY INC | ACCT 1050214 | $2,072.94 | |
| 802307 | 505-7201-521500- | CONSTELLATION NEW ENERGY INC | ACCT 1050216 | $2,125.65 | |
| 802307 | 505-7201-521500- | CONSTELLATION NEW ENERGY INC | ACCT 1050218 | $2,668.66 | |
| 802307 | 505-7201-521500- | CONSTELLATION NEW ENERGY INC | ACCT 1050217 | $3,449.77 | |
| 802307 | 505-7201-521500- | CONSTELLATION NEW ENERGY INC | ACCT 1060230 | $3,770.05 | |
| 802307 | 505-7201-521500- | CONSTELLATION NEW ENERGY INC | ACCT 1050220 | $6,604.72 | |
| 802307 | 505-7201-521500- | CONSTELLATION NEW ENERGY INC | ACCT 1050221 | $8,744.05 | |
| | | | | | **$830.69** |
| 802308 | 505-7201-521500- | NICOR | ACCT 42567835683 | $51.78 | |
| 802308 | 505-7201-521500- | NICOR | ACCT 58544400003 | $137.46 | |
| 802308 | 505-7201-521500- | NICOR | ACCT 90920700003 | $161.92 | |
| 802308 | 505-7201-521500- | NICOR | ACCT 04055600003 | $192.79 | |
| 802308 | 505-7201-521500- | NICOR | ACCT 19278600002 | $286.74 | |
| | | | | | **$2,161.52** |
| 802310 | 505-7201-522700- | AT & T | ACCT 84743746858567 | $50.96 | |
| 802310 | 505-7201-522700- | AT & T | ACCT 84743746842777 | $50.96 | |
| 802310 | 505-7201-522700- | AT & T | ACCT 84725301748135 | $53.07 | |
| 802310 | 505-7201-522700- | AT & T | ACCT 84759080850047 | $104.91 | |
| 802310 | 505-7201-522700- | AT & T | ACCT 84759080850047 | $104.91 | |

# VILLAGE OF ARLINGTON HEIGHTS

## WARRANT REGISTER

## CHECK DATE: 10/15/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| 802310 | 505-7201-522700- | AT & T | ACCT 84759021056118 | $898.35 | |
| 802310 | 505-7201-522700- | AT & T | ACCT 84759021056118 | $898.36 | |
| | | | | | **$3,132.98** |
| 802311 | 505-7201-521500- | COMMONWEALTH EDISON COMPANY | ACCT 0368380009 | $33.34 | |
| 802311 | 505-7201-521500- | COMMONWEALTH EDISON COMPANY | ACCT 0117046072 | $64.52 | |
| 802311 | 505-7201-521500- | COMMONWEALTH EDISON COMPANY | ACCT 0645171017 | $73.86 | |
| 802311 | 505-7201-521500- | COMMONWEALTH EDISON COMPANY | ACCT 0684023014 | $92.86 | |
| 802311 | 505-7201-521500- | COMMONWEALTH EDISON COMPANY | ACCT 0831076049 | $94.34 | |
| 802311 | 505-7201-521500- | COMMONWEALTH EDISON COMPANY | ACCT 1092085063 | $104.41 | |
| 802311 | 505-7201-521500- | COMMONWEALTH EDISON COMPANY | ACCT 1092085063 | $111.55 | |
| 802311 | 505-7201-521500- | COMMONWEALTH EDISON COMPANY | ACCT 1104021044 | $117.65 | |
| 802311 | 505-7201-521500- | COMMONWEALTH EDISON COMPANY | ACCT 0087155164 | $126.31 | |
| 802311 | 505-7201-521500- | COMMONWEALTH EDISON COMPANY | ACCT 1284169036 | $153.01 | |
| 802311 | 505-7201-521500- | COMMONWEALTH EDISON COMPANY | ACCT 3973144001 | $266.02 | |
| 802311 | 505-7201-521500- | COMMONWEALTH EDISON COMPANY | ACCT 0111076085 | $620.78 | |
| 802311 | 505-7201-521500- | COMMONWEALTH EDISON COMPANY | ACCT 1257044037 | $1,274.33 | |
| | | | | | **$27,160.97** |
| 802312 | 505-7201-521500- | CONSTELLATION NEW ENERGY INC | ACCT 8063213 | $248.31 | |
| 802312 | 505-7201-521500- | CONSTELLATION NEW ENERGY INC | ACCT 8063213 | $342.83 | |
| 802312 | 505-7201-521500- | CONSTELLATION NEW ENERGY INC | ACCT 1050214 | $743.85 | |
| 802312 | 505-7201-521500- | CONSTELLATION NEW ENERGY INC | ACCT 1050216 | $916.96 | |
| 802312 | 505-7201-521500- | CONSTELLATION NEW ENERGY INC | ACCT 1050218 | $2,544.76 | |

# VILLAGE OF ARLINGTON HEIGHTS

## WARRANT REGISTER

## CHECK DATE: 10/15/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| 802312 | 505-7201-521500- | CONSTELLATION NEW ENERGY INC | ACCT 1050217 | $2,815.15 | |
| 802312 | 505-7201-521500- | CONSTELLATION NEW ENERGY INC | ACCT 1060230 | $3,711.09 | |
| 802312 | 505-7201-521500- | CONSTELLATION NEW ENERGY INC | ACCT 1050220 | $6,353.81 | |
| 802312 | 505-7201-521500- | CONSTELLATION NEW ENERGY INC | ACCT 1050221 | $9,484.21 | |
| | | | | | **$1,924.16** |
| 802313 | 505-7201-521500- | NICOR | ACCT 05850400002 | $55.75 | |
| 802313 | 505-7201-521500- | NICOR | ACCT 42567835683 | $61.00 | |
| 802313 | 505-7201-521500- | NICOR | ACCT 05850400002 | $75.26 | |
| 802313 | 505-7201-521500- | NICOR | ACCT 58544400003 | $103.80 | |
| 802313 | 505-7201-521500- | NICOR | ACCT 90920700003 | $163.52 | |
| 802313 | 505-7201-521500- | NICOR | ACCT 16797600000 | $169.72 | |
| 802313 | 505-7201-521500- | NICOR | ACCT 16797600000 | $170.21 | |
| 802313 | 505-7201-521500- | NICOR | ACCT 04055600003 | $196.88 | |
| 802313 | 505-7201-521500- | NICOR | ACCT 19278600002 | $289.83 | |
| 802313 | 505-7201-521500- | NICOR | ACCT 76830700001 | $313.72 | |
| 802313 | 505-7201-521500- | NICOR | ACCT 76830700001 | $324.47 | |
| | | | | | **$1,034.63** |
| 802325 | 505-7201-522700- | AT & T | ACCT 84759080850047 | $108.18 | |
| 802325 | 505-7201-522700- | AT & T | ACCT 84759021056118 | $926.45 | |
| | | | | | **$603.10** |
| 802326 | 505-7201-521500- | COMMONWEALTH EDISON COMPANY | ACCT 0368380009 | $32.62 | |
| 802326 | 505-7201-521500- | COMMONWEALTH EDISON COMPANY | ACCT 0684023014 | $81.36 | |
| 802326 | 505-7201-521500- | COMMONWEALTH EDISON COMPANY | ACCT 1092085063 | $103.77 | |
| 802326 | 505-7201-521500- | COMMONWEALTH EDISON COMPANY | ACCT 0111076085 | $385.35 | |
| | | | | | **$10,745.47** |

# VILLAGE OF ARLINGTON HEIGHTS

## WARRANT REGISTER

## CHECK DATE: 10/15/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| 802327 | 505-7201-521500- | CONSTELLATION NEW ENERGY INC | ACCT 8063213 | $187.88 | |
| 802327 | 505-7201-521500- | CONSTELLATION NEW ENERGY INC | ACCT 1050217 | $888.63 | |
| 802327 | 505-7201-521500- | CONSTELLATION NEW ENERGY INC | ACCT 1050218 | $2,473.46 | |
| 802327 | 505-7201-521500- | CONSTELLATION NEW ENERGY INC | ACCT 1050220 | $7,195.50 | |
| | | | | | **$1,293.70** |
| 802328 | 505-7201-521500- | NICOR | ACCT 05850400002 | $49.80 | |
| 802328 | 505-7201-521500- | NICOR | ACCT 58544400003 | $50.51 | |
| 802328 | 505-7201-521500- | NICOR | ACCT 42567835683 | $51.87 | |
| 802328 | 505-7201-521500- | NICOR | ACCT 90920700003 | $164.26 | |
| 802328 | 505-7201-521500- | NICOR | ACCT 16797600000 | $169.67 | |
| 802328 | 505-7201-521500- | NICOR | ACCT 04055600003 | $199.74 | |
| 802328 | 505-7201-521500- | NICOR | ACCT 19278600002 | $292.84 | |
| 802328 | 505-7201-521500- | NICOR | ACCT 76830700001 | $315.01 | |
| | | | | | **$863,848.40** |
| 902150 | 505-7201-521530- | NORTHWEST WATER COMMISSION | Q3 QUARTERLY PAYMENT | $863,848.40 | |
| | | | **DEPARTMENT 7201 TOTAL:** | $1,107,176.14 | |

# VILLAGE OF ARLINGTON HEIGHTS

## WARRANT REGISTER

## CHECK DATE: 10/15/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 7301 | **PARKING ADMIN** | | | | |
| | | | | | **$243.52** |
| 303838 | 235-7301-521500- | AT & T | ACCT 847R0608437214 | $243.52 | |
| | | | | | **$784.32** |
| 802306 | 235-7301-521500- | COMMONWEALTH EDISON COMPANY | ACCT 4643715006 | $19.83 | |
| 802306 | 235-7301-521500- | COMMONWEALTH EDISON COMPANY | ACCT 5231622008 | $79.06 | |
| 802306 | 235-7301-521500- | COMMONWEALTH EDISON COMPANY | ACCT 4286290000 | $685.43 | |
| | | | | | **$890.06** |
| 802311 | 235-7301-521500- | COMMONWEALTH EDISON COMPANY | ACCT 4643715006 | $19.71 | |
| 802311 | 235-7301-521500- | COMMONWEALTH EDISON COMPANY | ACCT 4643715006 | $19.83 | |
| 802311 | 235-7301-521500- | COMMONWEALTH EDISON COMPANY | ACCT 5231622008 | $74.79 | |
| 802311 | 235-7301-521500- | COMMONWEALTH EDISON COMPANY | ACCT 5231622008 | $79.73 | |
| 802311 | 235-7301-521500- | COMMONWEALTH EDISON COMPANY | ACCT 4286290000 | $696.00 | |
| | | | | | **$645.20** |
| 802326 | 235-7301-521500- | COMMONWEALTH EDISON COMPANY | ACCT 4643715006 | $19.83 | |
| 802326 | 235-7301-521500- | COMMONWEALTH EDISON COMPANY | ACCT 5231622008 | $71.48 | |
| 802326 | 235-7301-521500- | COMMONWEALTH EDISON COMPANY | ACCT 4286290000 | $553.89 | |
| | | | **DEPARTMENT 7301 TOTAL:** | $2,563.10 | |

# VILLAGE OF ARLINGTON HEIGHTS

## WARRANT REGISTER

## CHECK DATE: 10/15/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 7302 | **PARKING VAIL ST. GARAGE OPER** | | | | |
| 303863 | 235-7302-521500- | COMCAST CABLE | ACCT 8771100721377909 | $134.90 | **$134.90** |
| 802305 | 235-7302-521500- | AT & T | ACCT 84725309782425 | $237.45 | **$237.45** |
| 802307 | 235-7302-521500- | CONSTELLATION NEW ENERGY INC | ACCT 1050215 | $1,740.44 | **$1,740.44** |
| 802310 | 235-7302-521500- | AT & T | ACCT 84725309782425 | $237.45 | **$237.45** |
| 802312 | 235-7302-521500- | CONSTELLATION NEW ENERGY INC | ACCT 1050215 | $2,187.41 | **$2,187.41** |
| | | | **DEPARTMENT 7302 TOTAL:** | $4,537.65 | |

# VILLAGE OF ARLINGTON HEIGHTS

## WARRANT REGISTER

## CHECK DATE: 10/15/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 7303 | **PARKING NORTH GARAGE OPER** | | | | |
| 303883 | 235-7303-531650- | GRAYBAR ELECTRIC COMPANY | BUILDING MAINTENANCE SUPPLY | $1,472.20 | **$1,472.20** |
| 802305 | 235-7303-521500- | AT & T | ACCT 84763200281737 | $208.64 | **$208.64** |
| 802307 | 235-7303-521500- | CONSTELLATION NEW ENERGY INC | ACCT 1060231 | $2,014.37 | **$2,014.37** |
| 802308 | 235-7303-521500- | NICOR | ACCT 12690400002 | $50.99 | **$50.99** |
| 802310 | 235-7303-521500- | AT & T | ACCT 84763200281737 | $208.64 | **$208.64** |
| 802312 | 235-7303-521500- | CONSTELLATION NEW ENERGY INC | ACCT 1060231 | $1,540.93 | **$3,228.67** |
| 802312 | 235-7303-521500- | CONSTELLATION NEW ENERGY INC | ACCT 1060231 | $1,687.74 | |
| 802313 | 235-7303-521500- | NICOR | ACCT 12690400002 | $50.87 | **$50.87** |
| 802327 | 235-7303-521500- | CONSTELLATION NEW ENERGY INC | ACCT 1060231 | $1,233.88 | **$1,233.88** |
| 802328 | 235-7303-521500- | NICOR | ACCT 12690400002 | $51.68 | **$51.68** |
| | | | **DEPARTMENT 7303 TOTAL:** | $8,519.94 | |

# VILLAGE OF ARLINGTON HEIGHTS

## WARRANT REGISTER

## CHECK DATE: 10/15/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 7304 | **PARKING EVERGREEN ST GAR OPER** | | | | |
| 303906 | 235-7304-531650- | LOWES COMMERCIAL SERVICES | BUILDING MAINTENANCE SUPPLY | $7.44 | **$7.44** |
| 802307 | 235-7304-521500- | CONSTELLATION NEW ENERGY INC | ACCT 1050222 | $1,137.55 | **$1,137.55** |
| 802308 | 235-7304-521500- | NICOR | ACCT 92296400002 | $168.41 | **$168.41** |
| 802312 | 235-7304-521500- | CONSTELLATION NEW ENERGY INC | ACCT 1050222 | $1,107.42 | **$1,107.42** |
| 802313 | 235-7304-521500- | NICOR | ACCT 92296400002 | $170.60 | **$170.60** |
| 802328 | 235-7304-521500- | NICOR | ACCT 92296400002 | $173.99 | **$173.99** |
| | | | **DEPARTMENT 7304 TOTAL:** | $2,765.41 | |

# VILLAGE OF ARLINGTON HEIGHTS

## WARRANT REGISTER

## CHECK DATE: 10/15/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 7501 | **MUNICIPAL FLEET SVCS ADMIN** | | | | |
| | | | | | **$43.74** |
| 303827 | 621-7501-531510- | ADVANCE AUTO PARTS | VEH MAINTENANCE SUPPLY | $43.74 | |
| | | | | | **$386.88** |
| 303833 | 621-7501-531510- | ARLINGTON HTS FORD | VEH MAINTENANCE SUPPLY | $21.47 | |
| 303833 | 621-7501-531510- | ARLINGTON HTS FORD | VEH MAINTENANCE SUPPLY | $28.42 | |
| 303833 | 621-7501-531510- | ARLINGTON HTS FORD | VEH MAINTENANCE SUPPLY | $336.99 | |
| | | | | | **$135.42** |
| 303834 | 621-7501-531510- | ARLINGTON POWER EQUIPMENT | VEH MAINTENANCE SUPPLY | $5.68 | |
| 303834 | 621-7501-531510- | ARLINGTON POWER EQUIPMENT | VEH MAINTENANCE SUPPLY | $129.74 | |
| | | | | | **$588.04** |
| 303840 | 621-7501-531510- | AUTO TECH CENTERS INC | VEH MAINTENANCE SUPPLY | $588.04 | |
| | | | | | **$202.97** |
| 303848 | 621-7501-531510- | BUMPER TO BUMPER | VEH MAINTENANCE SUPPLY | ($38.07) | |
| 303848 | 621-7501-531510- | BUMPER TO BUMPER | VEH MAINTENANCE SUPPLY | $8.81 | |
| 303848 | 621-7501-531510- | BUMPER TO BUMPER | VEH MAINTENANCE SUPPLY | $48.51 | |
| 303848 | 621-7501-531510- | BUMPER TO BUMPER | VEH MAINTENANCE SUPPLY | $78.84 | |
| 303848 | 621-7501-531510- | BUMPER TO BUMPER | VEH MAINTENANCE SUPPLY | $104.88 | |
| | | | | | **$266.77** |
| 303853 | 621-7501-531510- | CHICAGO PARTS AND SOUND LLC | VEH MAINTENANCE SUPPLY | ($44.00) | |
| 303853 | 621-7501-531510- | CHICAGO PARTS AND SOUND LLC | VEH MAINTENANCE SUPPLY | $100.96 | |
| 303853 | 621-7501-531510- | CHICAGO PARTS AND SOUND LLC | VEH MAINTENANCE SUPPLY | $209.81 | |
| | | | | | **$267.90** |
| 303857 | 621-7501-521070- | CITY LIMITS HARLEY DAVIDSON | EQUIPMENT MAINTENANCE | $267.90 | |
| | | | | | **$387.95** |
| 303871 | 621-7501-531650- | EDUCATION & OUTREACH COMPANY | MISCELLANEOUS SUPPLIES | $387.95 | |

# VILLAGE OF ARLINGTON HEIGHTS

## WARRANT REGISTER

## CHECK DATE: 10/15/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| 303875 | 621-7501-531510- | FERGUSON FACILITIES SUPPLY HP# 3400 | VEH MAINTENANCE SUPPLY | $3,231.48 | **$3,231.48** |
| 303893 | 621-7501-521070- | IL SECRETARY OF STATE | VEHICLE REGISTRATION | $151.00 | **$151.00** |
| 303894 | 621-7501-521070- | IL SECRETARY OF STATE | VEHICLE REGISTRATION | $151.00 | **$151.00** |
| 303895 | 621-7501-521070- | IL SECRETARY OF STATE | VEHICLE REGISTRATION | $151.00 | **$151.00** |
| 303896 | 621-7501-521070- | IL SECRETARY OF STATE | VEHICLE REGISTRATION | $151.00 | **$151.00** |
| 303897 | 621-7501-521070- | IL SECRETARY OF STATE | VEHICLE REGISTRATION | $151.00 | **$151.00** |
| 303898 | 621-7501-521070- | IL SECRETARY OF STATE | VEHICLE REGISTRATION | $151.00 | **$151.00** |
| 303899 | 621-7501-521070- | IL SECRETARY OF STATE | VEHICLE REGISTRATION | $151.00 | **$151.00** |
| 303900 | 621-7501-521070- | IL SECRETARY OF STATE | VEHICLE REGISTRATION | $151.00 | **$151.00** |
| 303902 | 621-7501-521070- | JAMES DRIVE SAFETY LANE LLC | EQUIPMENT MAINTENANCE | $60.00 | **$509.00** |
| 303902 | 621-7501-521070- | JAMES DRIVE SAFETY LANE LLC | EQUIPMENT MAINTENANCE | $449.00 | |
| 303904 | 621-7501-531510- | LEAHY-WOLF COMPANY | VEH MAINTENANCE SUPPLY | $3,702.23 | **$3,702.23** |
| 303905 | 621-7501-521620- | LIBERTY TIRE RECYCLING | DISPOSAL SERVICES | $684.08 | **$684.08** |

# VILLAGE OF ARLINGTON HEIGHTS

## WARRANT REGISTER

## CHECK DATE: 10/15/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| | | | | | **$38.11** |
| 303909 | 621-7501-531510- | MC MASTER CARR SUPPLY CO | VEH MAINTENANCE SUPPLY | $12.11 | |
| 303909 | 621-7501-531510- | MC MASTER CARR SUPPLY CO | VEH MAINTENANCE SUPPLY | $26.00 | |
| | | | | | **$159.99** |
| 303918 | 621-7501-531510- | NORTHERN TOOL & EQUIPMENT | VEH MAINTENANCE SUPPLY | $159.99 | |
| | | | | | **$1,000.00** |
| 303946 | 621-7501-531510- | P & G KEENE | VEH MAINTENANCE SUPPLY | $1,000.00 | |
| | | | | | **$1,114.33** |
| 303956 | 621-7501-531510- | REGIONAL TRUCK EQUIPMENT CO | VEH MAINTENANCE SUPPLY | $1,114.33 | |
| | | | | | **$234.89** |
| 303963 | 621-7501-531510- | SCRUBBER CITY INC | VEH MAINTENANCE SUPPLY | $234.89 | |
| | | | | | **$117.74** |
| 303964 | 621-7501-531510- | SELECT TECH | VEH MAINTENANCE SUPPLY | $117.74 | |
| | | | | | **$12.13** |
| 303965 | 621-7501-531510- | SHERWIN ACE HARDWARE | VEH MAINTENANCE SUPPLY | $1.99 | |
| 303965 | 621-7501-531510- | SHERWIN ACE HARDWARE | VEH MAINTENANCE SUPPLY | $10.14 | |
| | | | | | **$273.90** |
| 303966 | 621-7501-521020- | SOURCE NORTH AMERICA CORP | EQUIPMENT MAINTENANCE | $273.90 | |
| | | | | | **$818.41** |
| 303968 | 621-7501-531510- | STANDARD EQUIPMENT CO | VEH MAINTENANCE SUPPLY | $27.65 | |
| 303968 | 621-7501-531510- | STANDARD EQUIPMENT CO | VEH MAINTENANCE SUPPLY | $103.43 | |
| 303968 | 621-7501-531510- | STANDARD EQUIPMENT CO | VEH MAINTENANCE SUPPLY | $687.33 | |
| | | | | | **$1,709.70** |
| 303983 | 621-7501-531510- | ULTRA STROBE COMMUNICATIONS INC | VEH MAINTENANCE SUPPLY | $1,709.70 | |
| | | | | | **$88.86** |

# VILLAGE OF ARLINGTON HEIGHTS

## WARRANT REGISTER

## CHECK DATE: 10/15/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| 303984 | 621-7501-530350- | UNIFIRST CORPORATION | CLOTHING & APPAREL | $88.86 | |
| | | | | | **$200.00** |
| 304004 | 621-7501-521070- | WE WASH EXPRESS | EQUIPMENT MAINTENANCE | $200.00 | |
| | | | | | **$1,308.28** |
| 304006 | 621-7501-531510- | WENTWORTH TIRE SERVICE | VEH MAINTENANCE SUPPLY | $1,308.28 | |
| | | | | | **$94.00** |
| 304007 | 621-7501-531510- | WEST SIDE TRACTOR SALES CO | VEH MAINTENANCE SUPPLY | $94.00 | |
| | | | | | **$1,065.69** |
| 304010 | 621-7501-531510- | ZORO TOOLS INC | VEH MAINTENANCE SUPPLY | $315.14 | |
| 304010 | 621-7501-531510- | ZORO TOOLS INC | VEH MAINTENANCE SUPPLY | $750.55 | |
| | | | **DEPARTMENT 7501 TOTAL:** | $19,850.49 | |

# VILLAGE OF ARLINGTON HEIGHTS

## WARRANT REGISTER

## CHECK DATE: 10/15/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 9001 | **CAPITAL ADMIN** | | | | |
| 303890 | 505-9001-550250- | HOERR CONSTRUCTION | CONSTRUCTION SERVICES | $401,165.00 | **$401,165.00** |
| 303913 | 505-9001-550250- | MIDWEST METER INC | METER SUPPLY | $40,470.00 | **$40,470.00** |
| 303933 | 505-9001-550250- | CUONG NGUYEN | RESIDENT REIMBURSEMENT | $700.00 | **$700.00** |
| 303936 | 505-9001-550250- | JOHN JOYCE | RESIDENT REIMBURSEMENT | $594.00 | **$594.00** |
| 303940 | 505-9001-550250- | MITCH KRUZEL | RESIDENT REIMBURSEMENT | $383.00 | **$383.00** |
| | | | **DEPARTMENT 9001 TOTAL:** | $443,312.00 | |
| | | | **WARRANT TOTAL:** | **$3,812,428.79** | |

**Village Board**
**10/16/2023**

**Item:** Disability Employment Awareness Award

**Department**: Village Manager's Office

Presentation of the 2023 Disability Employment Award to Gerry's Cafe by the Commission for Citizens with Disabilities.

The Commission for Citizens with Disabilities is charged with promoting the issues and concerns of citizens with disabilities. October is National Disability Employment Awareness Month, a time to celebrate the many contributions of America's workers with disabilities. The Disability Employment Awareness Award is presented annual to an Arlington Heights employer who proactively recruits, hires and employs persons with disabilities. 2023 marks the 15th year the Commission has hosted the Disability Employment Awareness Award. The Commission is honored to recognize Gerry's Café as the 2023 award winner.

**Village Board**
**10/16/2023**

**Item:** Report of the Committee of the Whole Meeting of October 10, 2023

**Department**: Village Manager's Office

Report of the Committee of the Whole Meeting of October 10, 2023

**Metropolis Theater Request for Restricted Contribution Funds**

Trustee Baldino moved, seconded by Trustee Grasse that the Committee-of-the-Whole recommend to the Village Board of Trustees that the Board authorize the release of the requested reserve funds to the Metropolis Theater at an upcoming Village Board meeting.

**Village Board**
**10/16/2023**

**Item:** Berkley-Hintz Infrastructure Improvement Project / Engineering - Final Balancing Change Order

**Department**: Public Works

On December 5, 2022, the Village Board approved a final balancing change order for Neri Construction, the contractor for the Berkley/Hintz Infrastructure Improvement Project. The total cost of the project, including the balancing change order was $6,128,234, which ended up being $393,021 under the awarded contract amount.

In addition to the construction contract, an engineering contract was awarded to CMT in the amount of $375,224 for construction design, bidding, and observations services, which included one design contract amendment. The design for this project actually began in late 2019 and was impacted and delayed by a variety of factors including increased rates and covid. Throughout, Staff worked with the engineer to evaluate anticipated additional costs as the project was progressing in an effort to complete the project and eliminate the lane closures and detours prior to winter.

As the Board may recall, staff provided a status update of changes required during the construction of this project, two significant changes were required. The first change was to allow for the construction of a new sanitary sewer line to eliminate a conflict between residential sanitary services and the main storm sewer line originally planned. The second significant issue arose during the main storm sewer connection that occurred in the middle of the Arlington Heights Road and Hintz Road intersection. The depth of the existing water main caused another utility conflict that required the relocation of the water main. All of this intersection construction required significant lane closures and detours that lasted much longer than originally anticipated. Despite best efforts, the intersection detour had to remain active almost a month longer than originally planned, which pushed the completion date back approximately six weeks.

These two issues alone added approximately $500,000 to the project cost and resulted in a project delay of approximately 30 days. Staff notified the Village Board of these changes and predicted associated costs in October of 2022. Staff also estimated that these extra costs would not exceed the original project

contract award, resulting from savings realized in other aspects of the project. Since that time, the engineer and staff have been finalizing project costs and agreed on final engineering costs associated with project changes, which were related to: increased roadway rehabilitation, traffic specification and plan revisions, sanitary and water main design and inspection services, project final inspections, and services beyond the original contract. Negotiations between the Engineer and the Staff resulted in a final agreed to cost of $142,395, which was reduced by approximately $100,000 or 55% less than the engineer's original request.

The remaining engineering invoice to finalize the Berkley/Hintz project is for $162.015.84 ($142,395 change order, plus $19,620.84 remaining on original contract). After finalization of this balancing final invoice, staff confirmed that the final engineering costs associated with this project were $517,619. The engineering costs were approximately 8% of the total project cost, which is far below the typical engineering costs associated with a project of this scale and scope. After this final project close-out, including all engineering expenses, has resulted in a final surplus of $231,005.16, under the budgeted amount.

Funds for this final project invoice are available in the Capital Projects Fund - Account No. 401-7101-550300 (ST 9008) and Account No. 426-7101-550250 (SW 2001).

**RECOMMENDATION**

It is recommended that the Village Board approve this Final Payment for the Consulting Engineer's contract for the Berkley/Hintz Infrastructure Improvement Project to Crawford, Murphy & Tilly, Aurora, Illinois, in the amount of $162.015.84 and authorize Staff to execute and finalize the necessary documents.

**Village Board**
**10/16/2023**

**Item:** Ordinance - Code Amendment - Chapter 13 - Alcohol Liquor Dealers

**Department**: Village Manager's Office

Ordinance - Code Amendment - Chapter 13 - Alcohol Liquor Dealers

Serko Mart, LLC dba Serko Mart at 922 W. Algonquin has closed and surrendered their Class B,T liquor license. The ordinance reflects the decrease in Class B and Class T liquor licenses.

**ATTACHMENTS:**

| Description | Type |
|---|---|
| Ordinance - Serko B&T decrease | Ordinance |

**AN ORDINANCE AMENDING CHAPTER 13 OF THE ARLINGTON HEIGHTS MUNICIPAL CODE**

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ARLINGTON HEIGHTS:

SECTION ONE: That Section 13-502 of the Arlington Heights Municipal Code, pertaining to the number of liquor licenses, is amended to decrease the number of Class "B" and "T" liquor licenses authorized, with the amended entry for Class "B" and "T" liquor licenses to read as follows:

| CLASS OF LICENSE | ANNUAL LICENSE FEE | NUMBER OF LICENSES AUTHORIZED |
|---|---|---|
| B | $3,700.00 | 32 |
| T | N/A | 27 |

SECTION TWO: This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

AYES:

NAYS:

PASSED AND APPROVED this 16th day of October, 2023.

_____
Village President

ATTEST:

_____
Village Clerk

**Village Board**
**10/16/2023**

**Item:** Euclid Avenue Resurfacing - Phase 1 IGA (City of Rolling Meadows)

**Department**: Public Works

## BACKGROUND

On October 12, 2022, the Euclid Ave Resurfacing project was approved for $3.5 Million in Federal STP-L Program construction funding through the Northwest Council of Mayors. The project consists of the resurfacing of Euclid Avenue from Rohlwing Road to Rand Road, the full replacement of the existing traffic signal located at the intersection of Euclid Avenue and Wilke Road, and the resurfacing of the bike path along Euclid's south side between Salt Creek and Wilke Road which is owned and maintained by the City of Rolling Meadows. Between Rohlwing Road and Wilke Road, Euclid Avenue is within the corporate limits of Rolling Meadows. The road sections of Euclid Avenue from Rohlwing Road to Walnut Avenue, and from Waterman Avenue to Rand Road are under the jurisdiction of the Cook County Department of Transportation & Highways (CCDOTH) who is also a funding partner with the Village on this project.

On June 20, 2023, the Village board approved a contract for the Euclid Avenue Resurfacing – Phase 1 Engineering Services with Christopher B. Burke Engineering, Ltd., for a cost not to exceed $302,084.

The requested action would authorize the approval of an Intergovernmental Agreement between the Village of Arlington Heights and the City of Rolling Meadows for the Phase 1 Engineering study costs associated with the resurfacing of the bike path from Salt Creek to Wilke Road.

The Village will act as the lead Local Agency and the City of Rolling Meadows will fully reimburse the Village $4,585.00.

The City of Rolling Meadows is scheduled to approve this Intergovernmental Agreement at their next City Council meeting.

## RECOMMENDATION

It is recommended that the Village Board approve the attached Resolution Approving an Intergovernmental Agreement between the Village and the City of Rolling Meadows.

**ATTACHMENTS:**

| Description | Type |
| --- | --- |
| Euclid Avenue Resurfacing Phase 1 - IGA Resolution (City of Rolling Meadows_ | Resolution |
| Euclid Avenue Resurfacing - Phase 1 IGA (City of Rolling Meadows) | Agreement |

**A RESOLUTION APPROVING AN**
**INTERGOVERNMENTAL AGREEMENT**
**WITH THE CITY OF ROLLING MEADOWS**

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ARLINGTON HEIGHTS:

SECTION ONE: A certain Intergovernmental Agreement by and between the Village of Arlington Heights and the City of Rolling Meadows, related to the Phase 1 engineering study for the Euclid Avenue Resurfacing Project, a true and correct copy of which is attached hereto, be and the same is hereby approved.

SECTION TWO: The Village President is hereby authorized and directed to execute said Intergovernmental Agreement on behalf of the Village of Arlington Heights.

SECTION THREE: This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

AYES:

NAYS:

PASSED AND APPROVED this 16th day of October, 2023.

_____
Village President

ATTEST:

_____
Village Clerk

INTERGOVERNMENTAL AGREEMENT FOR
**"EUCLID AVENUE RESURFACING" PROJECT**
**PHASE I ENGINEERING SERVICES**

THIS AGREEMENT entered into by and between the Village of Arlington Heights, a municipal corporation of the County of Cook, State of Illinois ("Village") and the City of Rolling Meadows, a municipal corporation of the County of Cook, State of Illinois ("City").

**WITNESSETH**

**WHEREAS,** the Village and City are home rule communities as provided in the 1970 Illinois Constitution; and

**WHEREAS,** the Illinois Constitution and Illinois Compiled Statutes provide authority for intergovernmental cooperation; and

**WHEREAS,** the Village in cooperation with the Cook County Department of Transportation and Highways, has proposed roadway resurfacing improvements to Euclid Avenue from Rohlwing Road to Rand Road; and

**WHEREAS,** the scope of work for the project includes the resurfacing of the bicycle path in Cook County ROW located between Salt Creek and New Wilke Rd which falls within the City's municipal boundary; ("Improvements") and

**WHEREAS,** the Euclid Ave roadway and easements are located within both the corporate limits of the Village and the City, and the bike path is owned and maintained by the City; and

**WHEREAS,** the necessary engineering services for the proposed Improvements may be approached more effectively and economically with the City and the Village cooperating and using their joint efforts and resources; and

**WHEREAS,** the Village and the City want to construct the Improvements; and

**WHEREAS,** the Village has secured the services of an engineering consultant to perform Phase I engineering work for the proposed Improvements; and

**WHEREAS,** the City will fully reimburse the Village for the Phase I engineering design services for the proposed Improvements; and

**WHEREAS**, the City will fully reimburse the Village for the costs of the future Phase II design engineering and Phase III construction and engineering costs for the Improvements; and

**WHEREAS,** this Intergovernmental Agreement is authorized by the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act of the State of Illinois (5

ILCS 220/1 et seq.), which provides for the execution of agreements and implementation of cooperative ventures between public agencies of the State of Illinois.

**NOW, THEREFORE,** in consideration of the foregoing, as well as the mutual covenants and agreements hereinafter set forth, the Village and the City hereby agree as follows:

**SECTION ONE:** The Recitals of set forth in this Agreement, are expressly made a part of this Agreement.

**SECTION TWO:** The Village agrees as follows:

A. To enter into a contract for Phase I engineering services with Christopher B. Burke Engineering, Ltd. for the proposed Euclid Ave Resurfacing Project, at a total cost of $302,084.00, of which $4,585.000 is for the services associated with the resurfacing of the bicycle path between Salt Creek and New Wilke Rd.

**SECTION THREE:** The City hereby agrees to pay $4,585.00 for the Phase I engineering services for the resurfacing of the bicycle path between Salt Creek and New Wilke Rd, to the Village of Arlington Heights after engineering has been completed, within 30 days of appropriate receipt of an invoice from the Village.

**SECTION FOUR:** All notices required to be sent to the Village shall be served by United States certified mail, postage prepaid, return receipt requested, to the Village Manager at the following address:

Village Manager
Village of Arlington Heights
33 South Arlington Heights Road
Arlington Heights, Illinois 60005

or by personal delivery of any such notice delivered to an employee of the Village at its administration offices during the regular business hours of the office.

All notices required hereunder, to be sent to the City shall be served in writing by United States certified mail, postage prepaid, return receipt requested, to the City Manager at the following address:

City Manager
City of Rolling Meadows
3600 Kirchoff Road
Rolling Meadows, Illinois 60008

or by personal delivery of any such notice delivered to an employee of the City at its administration offices during the regular business hours of the office.

**SECTION FIVE:** It is mutually understood and agreed that all agreements and covenants in this Agreement are severable and that in the event any of them shall be held to be invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid provision were not contained in this Agreement.

**SECTION SIX:** Neither party may assign, transfer or otherwise convey its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of any successor entity that may assume and perform the duties of either party.

**SECTION SEVEN:** This Agreement sets forth the entire understanding of the parties and may only be amended or modified by a written instrument signed by the parties except as otherwise provided herein.

**SECTION EIGHT:** If any provisions of this agreement are invalid for any reason, such invalidation shall not render invalid any provisions of this agreement which can be given effect without the invalid provision.

**SECTION NINE:** This agreement may be terminated by a majority vote of the corporate authorities of either the City or the Village and by sending a copy of the terminating resolution to the City or Village. Costs incurred by the Village for the bike path up until the date of termination are to be fully reimbursed by the City to the Village within thirty (30) days of termination.

**SECTION TEN**: This agreement shall be construed in accordance with the law and constitution of the State of Illinois.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed by their duly authorized officers this ____ day of _____ 2023.

| | |
|---|---|
| **CITY OF ROLLING MEADOWS** | **VILLAGE OF ARLINGTON HEIGHTS** |
| _____ | _____ |
| **Mayor** | **Village President** |
| **ATTEST:** | **ATTEST:** |
| _____ | _____ |
| **Deputy City Clerk** | **Village Clerk** |

**Village Board**
**10/16/2023**

**Item:** Ordinance - Patton School Gym Addition - 1616 N. Patton Ave.

**Department**: Planning & Community Development Department

At the October 2, 2023 Village Board meeting, a request for an Amendment to Ord. #90-087 and #23-013 to allow a building addition, and a variation to waive the requirement to provide a traffic study and parking analysis was discussed and approved. The ordinance setting forth the provisions and conditions of approval is attached.

**ATTACHMENTS:**

| Description | Type |
|---|---|
| Patton School Gym Addition Ordinance - Final Draft | Ordinance |

VILLAGE OF ARLINGTON HEIGHTS

ORDINANCE NO. 2023-_____

AN ORDINANCE AMENDING A SPECIAL USE PERMIT, AMENDING A LAND USE VARIATION, AND GRANTING A VARIATION FOR A BUILDING EXPANSION AT PATTON ELEMENTARY SCHOOL
(1616 N. Patton Avenue)

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF ARLINGTON HEIGHTS
THIS ____ DAY OF _____, 2023.

Published in pamphlet form
by the authority of the
President and Board of Trustees
of the Village of Arlington Heights,
Cook County, Illinois this
_____ day of _____, 2023

_____
Village Clerk

AN ORDINANCE AMENDING A SPECIAL USE PERMIT, AMENDING A LAND USE VARIATION, AND GRANTING A VARIATION FOR A BUILDING EXPANSION AT PATTON ELEMENTARY SCHOOL
(1616 N. Patton Avenue)

WHEREAS, Arlington Heights School District 25 (***"Applicant"***) is the owner of record of that certain property located in both the R-3 One Family Dwelling District (***"R-3 District"***) and the P-L Public Lands District (***"P-L District"***), commonly known as 1616 North Patton Avenue, and legally described in Exhibit A attached to and, by this reference, made a part of this Ordinance (***"Property"***); and

WHEREAS, the Property is currently used for an elementary school, and is improved with an elementary school building, parking lots, and other related improvements (collectively, the ***"Existing Improvements"***); and

WHEREAS, in 1990, the President and Board of Trustees adopted Ordinance No. 90-087, granting, among other things, a special use permit for the operation of an elementary school on the portion of the Property in the R-3 District (***"Original Zoning Approvals"***); and

WHEREAS, in March of 2023, the President and Board of Trustees adopted Ordinance No. 23-010 (together with the Original Zoning Approvals, the ***"Existing Zoning Approvals"***), amending the special use permit portion of the Original Zoning Approvals to authorize the further expansion of the elementary school on the portion of the Property in the R-3 District, granting a land use variation to allow the portion of the Property within the P-L District to be used as an elementary school, and approving certain related variations from "The 2002 Comprehensive Amendment of the Zoning Ordinance of the Village of Arlington Heights," as amended (***"Zoning Code"***); and

WHEREAS, the Applicant desires to expand the elementary school building on the Property with an approximately 4,350 square foot gymnasium, to create an additional indoor gym court area, a gym office, and storage space (collectively, the ***"Proposed Improvements"***); and

WHEREAS, pursuant to Section 5.5-1 of the Zoning Code, the portion of the Property in the R-3 District may only be used for an expanded elementary school upon issuance by the Village Board of Trustees of an amendment to the Existing Zoning Approvals; and

WHEREAS, pursuant to Section 5.5-1 of the Zoning Code, the Applicant may not expand the use of the portion of the Property in the P-L District for an elementary school except upon issuance by the Board of Trustees of a land use variation; and

WHEREAS, pursuant to Section 6.12-1 of the Zoning Code, for projects requiring Plan Commission review, a traffic study and parking analysis prepared by a qualified professional engineer or prepared in a manner acceptable to the Village is required for certain special use or land use variations; and

WHEREAS, the Applicant desires to construct the Proposed Improvements without providing the traffic study or parking analysis, in violation of Section 6.12-1 of the Zoning Code; and

WHEREAS, pursuant to Sections 8 and 12 of the Zoning Code, the Applicant has filed an application for approval of: (i) an amendment to the special use permit portion of the Existing Zoning Approvals to permit the construction and use of the Proposed Improvements on the portion of the Property in the R-3 District, (ii) an amendment to the land use variation portion of the Existing Zoning Approvals to allow the construction and use of the Proposed Improvements on the portion of the Property in the P-L

District; and (iii) a variation from Section 6.12-1 of the Zoning Code to permit the construction of the Proposed Improvements on the Property (collectively, the ***"Requested Relief"***); and

WHEREAS, a public hearing of the Plan Commission of the Village to consider approval of the Requested Relief was duly advertised in the *Daily Herald* on August 29, 2023, and held on September 13, 2023; and

WHEREAS, on September 13, 2023, the Plan Commission made findings and recommendations in support of the Requested Relief, with conditions; and

WHEREAS, the President and Board of Trustees have determined that the Requested Relief meets the required standards for special use permits and variations as set forth in Sections 8.2 and 12.2 of the Zoning Code; and

WHEREAS, the President and Board of Trustees have determined that it will serve and be in the best interest of the Village to grant the Requested Relief, subject to the conditions, restrictions, and provisions of this Ordinance;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ARLINGTON HEIGHTS:

SECTION 1. RECITALS. The facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

SECTION 2. GRANT OF SPECIAL USE PERMIT AMENDMENT. Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 4 of this Ordinance, and in accordance with, and pursuant to, Section 8 of the Zoning Code and the home rule powers of the Village, the Village hereby grants an amendment to the Existing Zoning Approvals to the Applicant for the construction and use of the Proposed Improvements on the portion of the Property in the R-3 District.

SECTION 3. GRANT OF LAND USE VARIATION AMENDMENTS AND VARIATIONS. Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 4 of this Ordinance, and in accordance with, and pursuant to, Section 12 of the Zoning Code and the home rule powers of the Village, the Village hereby grants the following amendment to the Existing Zoning Approvals, as well as the following variation, to the Applicant in connection with the Proposed Improvements of the Property:

A. Elementary School Gymnasium. The land use variation portion of the Existing Zoning Approvals is amended to permit the construction and use of the Proposed Improvements on the portion of the Property in the P-L District.

B. Traffic Engineering Approval Waived. A variation from Section 6.12-1 of the Zoning Code to waive the requirement to provide a traffic study and parking analysis prepared by a qualified professional engineer.

SECTION 4. CONDITIONS. Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the Zoning Code, the approvals granted pursuant to Sections 2 and 3 of this Ordinance are hereby expressly subject to, and contingent upon, the development, use, and maintenance of the Property in compliance with each and all of the following conditions:

A. Compliance with Regulations. Except to the extent specifically provided otherwise in this Ordinance, the development, use, operation, and maintenance of the Proposed Improvements and the Property must comply at all times with all applicable Federal, State, and Village statutes, codes, ordinances, and regulations, as the same have been or may be amended from time to time.

B. Compliance with Plans. Except for minor changes and site work approved by the Village Director of Building & Life Safety (for matters within their permitting authority) in accordance with all applicable Village standards, and except as landscaping must modified pursuant to Section 4.C of this Ordinance, the development, use, operation, and maintenance of the Proposed Improvements and of the Property must be substantially compliant with the following plans (collectively, the ***"Plans"***):

1. The Architectural Plan, prepared by STR Partners, LLC and consisting of four sheets, with a last revision date of June 27, 2023, a copy of which is attached to and, by this reference, made a part of this Ordinance as Exhibit B; and

2. The Engineering Plan, prepared by Eriksson Engineering Associates, Ltd. consisting of 20 sheets, with a last revision date of May 22, 2023, a copy of which is attached to and, by this reference, made a part of this Ordinance as Exhibit C; and

3. The Landscape Plan, prepared by Eriksson Engineering Associates, Ltd. consisting of one sheet, with a last revision date of May 22, 2023, a copy of which is attached to and, by this reference, made a part of this Ordinance as Exhibit D; and

4. The Photometric Plan, prepared by KSA Lighting & Controls consisting of four sheets, with a last revision date of May 25, 2023, a copy of which is attached to and, by this reference, made a part of this Ordinance as Exhibit E.

C. Modify Landscaping. The Applicant must modify the landscaping proposed at the southern end of the south parking lot to increase the height of the plantings to six feet in height and substitute the deciduous shrubs with evergreens to provide for year-round screening.

D. Design Commission. The Applicant must comply with all conditions imposed by the Village Design Commission at its meeting on August 8, 2023.

SECTION 5. RECORDATION; BINDING EFFECT. A copy of this Ordinance will be recorded on title to the Property with the Cook County Clerk's Recording Division. This Ordinance and the privileges, obligations, and provisions contained herein inure solely to the benefit of, and are binding upon the Applicant and each of its heirs, representatives, successors, and assigns.

SECTION 6. FAILURE TO COMPLY WITH CONDITIONS. Upon the failure or refusal of the Applicant to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, as applicable, the approvals granted in Sections 2 and 3 of this Ordinance may, at the sole discretion of the Village President and Board of Trustees, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village President and Board of Trustees may not so revoke the approvals granted in Sections 2 and 3 of this Ordinance unless they first provide the Applicant with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village President and Board of Trustees. In the event of revocation, the development and use of the Property will be governed solely by the regulations of the R-3 District and the P-L District, and the

applicable provisions of the Village Code, as the same may, from time to time, be amended. Further, in the event of such revocation, the Village Manager and Village Attorney are hereby authorized and directed to bring such enforcement action as may be appropriate under the circumstances.

SECTION 7. AMENDMENTS. Any amendments to the approvals granted in Sections 2 or 3 of this Ordinance that may be requested by the Applicant after the effective date of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Code.

SECTION 8. SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance are to remain in full force and effect, and will be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 9. EFFECTIVE DATE.

A. This Ordinance will be effective only upon the occurrence of all of the following events:

1. Passage by the Village President and Board of Trustees in the manner required by law; and

2. The filing by the Applicant with the Village Clerk of an Unconditional Agreement and Consent, in the form of Exhibit F attached to and, by this reference, made a part of this Ordinance, to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance and to indemnify the Village for any claims that may arise in connection with the approval of this Ordinance.

B. In the event the Applicant does not file fully executed copies of the Unconditional Agreement and Consent, as required by Section 9.A.2 of this Ordinance, within 30 days after the date of final passage of this Ordinance, the Village President and Board of Trustees will have the right, in their sole discretion, to declare this Ordinance null and void and of no force or effect.

AYES:

NAYS:

PASSED AND APPROVED THIS ___ day of _____, 2023

_____
Village President

ATTEST:

_____
Village Clerk

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL 1:

LOT A IN LYNNWOOD SUBDIVISION UNIT NO. 4, BEING A SUBDIVISION IN THE EAST HALF OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 19 AND IN THE WEST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 19, ALL IN TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINICPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

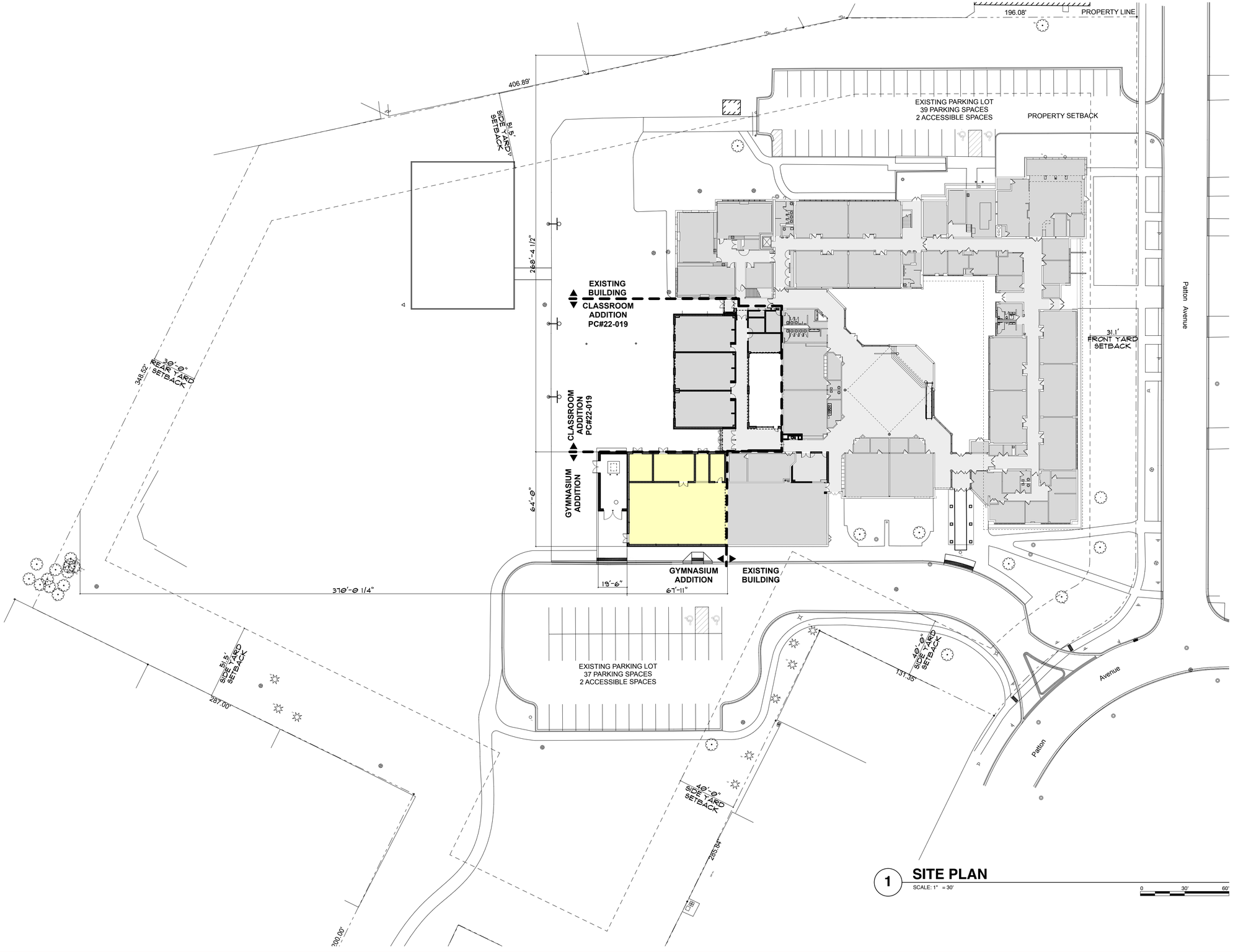
LOT 471 IN HASBROOK SUBDIVISION UNIT NO. 5, A SUBDIVISION OF PART OF THE EAST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEROF RECORDED FEBRUARY 9, 1960 AS DOCUMENT 17778451, IN COOK COUNTY, ILLINOIS.

Commonly known as: 1616 North Patton Avenue, Arlington Heights, Illinois.

PINs: 03-19-108-035-0000 and 03-19-108-024-0000

EXHIBIT B

ARCHITECTURAL PLAN



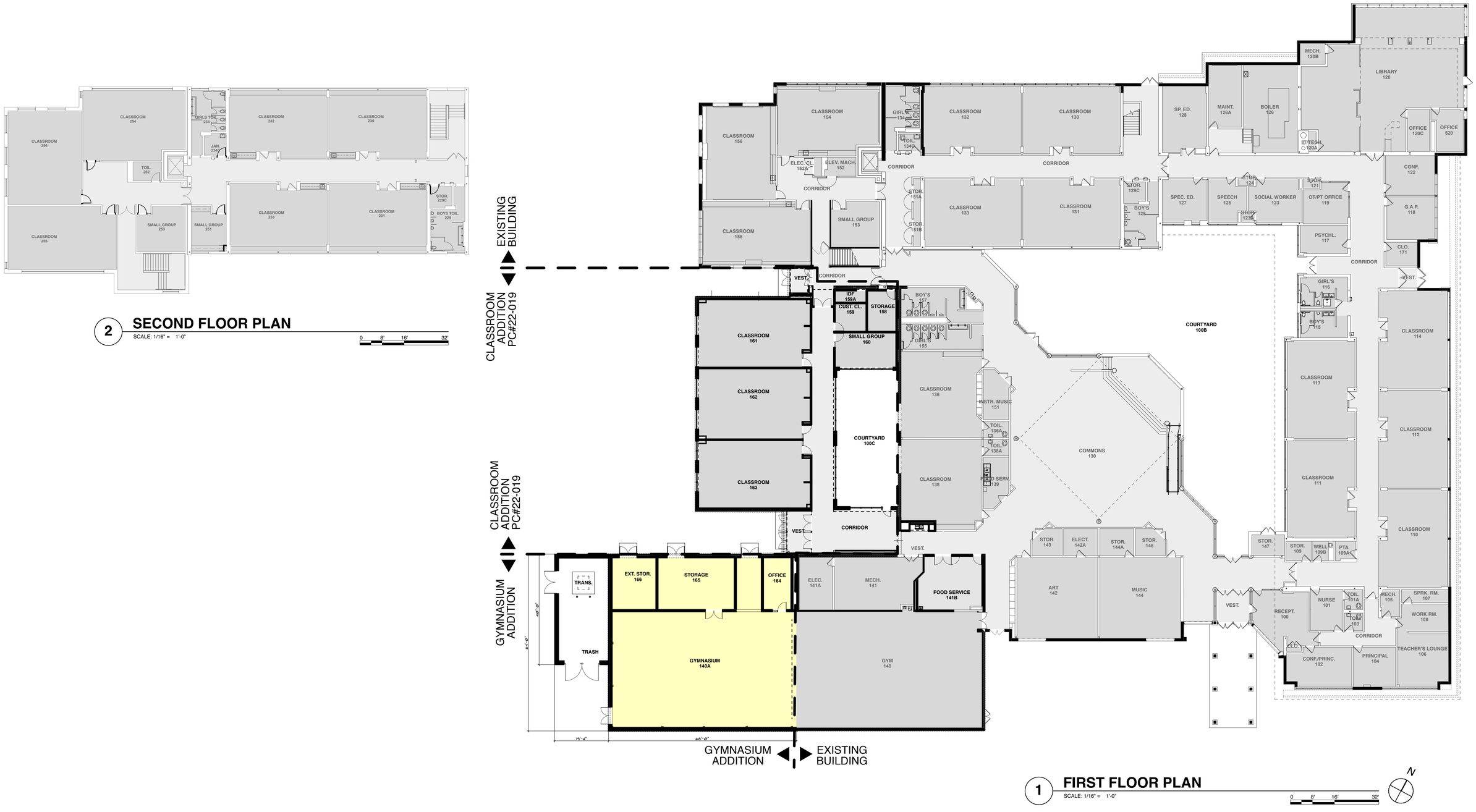

# SITE PLAN


STR

**STR Partners, LLC**
350 West Ontario Street | Suite 200
Chicago, IL 60654
www.strpartners.com


**PATTON ELEMENTARY SCHOOL ADDITION AND RENOVATIONS**
**1616 N. Patton Avenue, Arlington Heights, IL 60004**

**ARLINGTON HEIGHTS SCHOOL DISTRICT 25**
**6/27/23**




# FLOOR PLANS

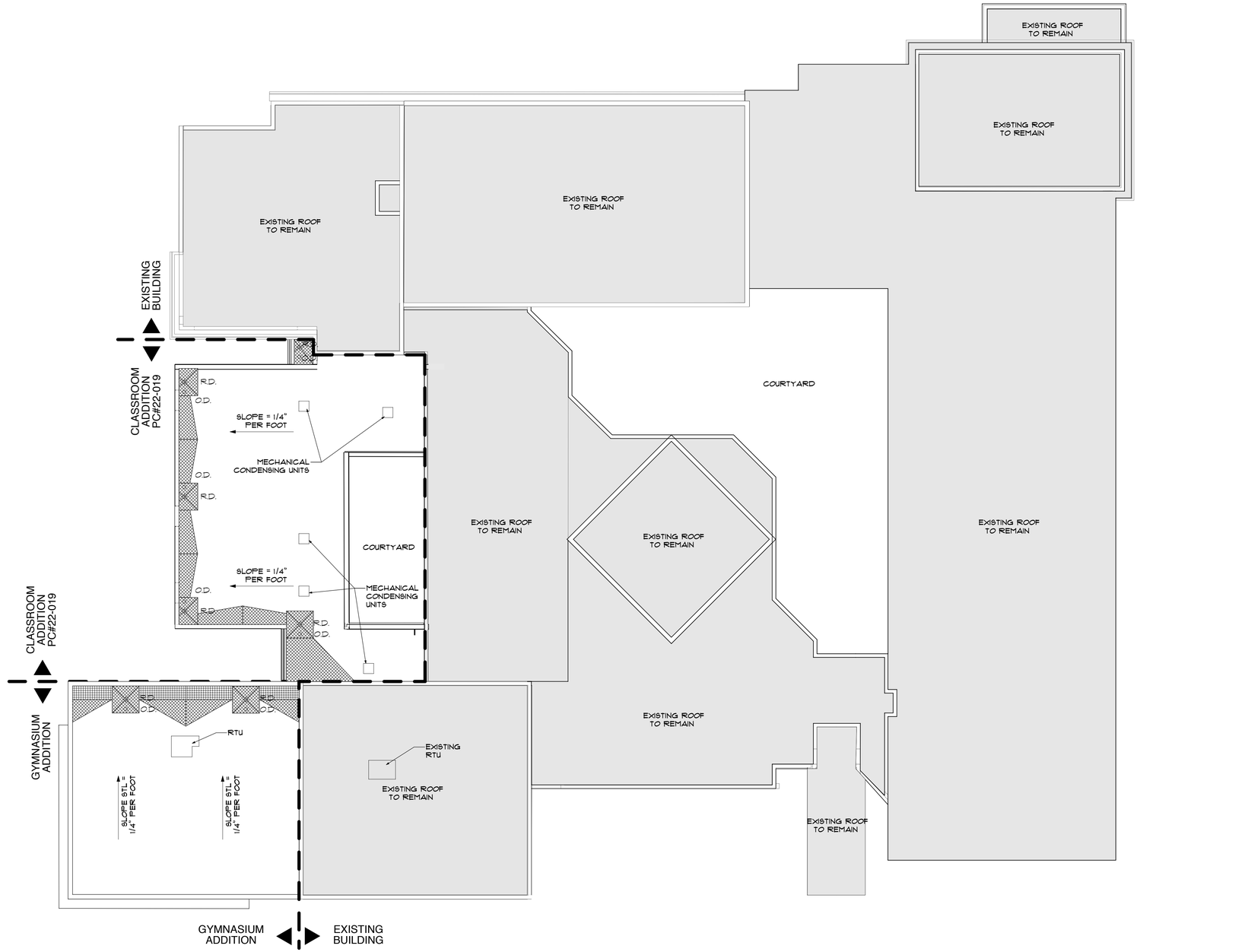

STR

**STR Partners, LLC**
350 West Ontario Street | Suite 200
Chicago, IL 60654
www.strpartners.com


## PATTON ELEMENTARY SCHOOL ADDITION AND RENOVATIONS

**1616 N. Patton Avenue, Arlington Heights, IL 60004**

**ARLINGTON HEIGHTS SCHOOL DISTRICT 25**
**6/27/23**




1 **PROPOSED ROOF PLAN**

SCALE: 1/16" = 1'-0"

0 8' 16' 32'

# ROOF PLAN

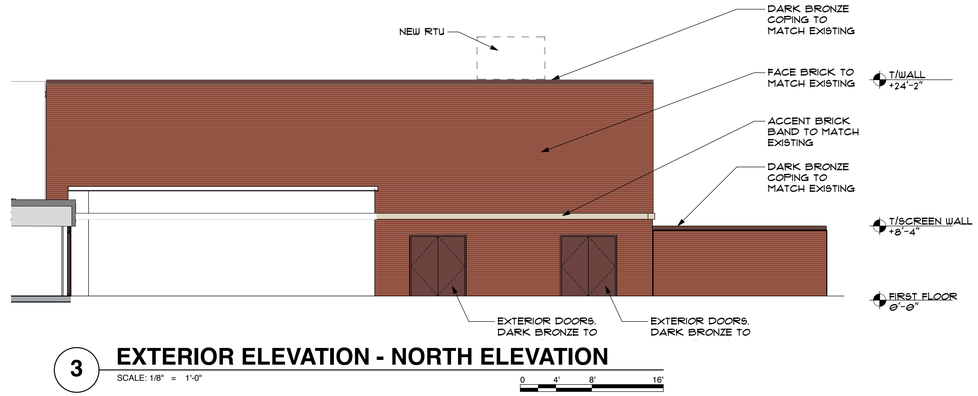

STR

**STR Partners, LLC**
350 West Ontario Street | Suite 200
Chicago, IL 60654
www.strpartners.com


## PATTON ELEMENTARY SCHOOL ADDITION AND RENOVATIONS

**1616 N. Patton Avenue, Arlington Heights, IL 60004**

**ARLINGTON HEIGHTS SCHOOL DISTRICT 25**
**6/27/23**




## 3 EXTERIOR ELEVATION - NORTH ELEVATION

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

0 4' 8' 16'

## 2 WEST ELEVATION

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

0 4' 8' 16'

## 1 SOUTH ELEVATION

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

0 4' 8' 16'

# BUILDING ELEVATIONS/COLOR RENDERING

STR
**STR Partners, LLC**
350 West Ontario Street | Suite 200
Chicago, IL 60654
www.strpartners.com

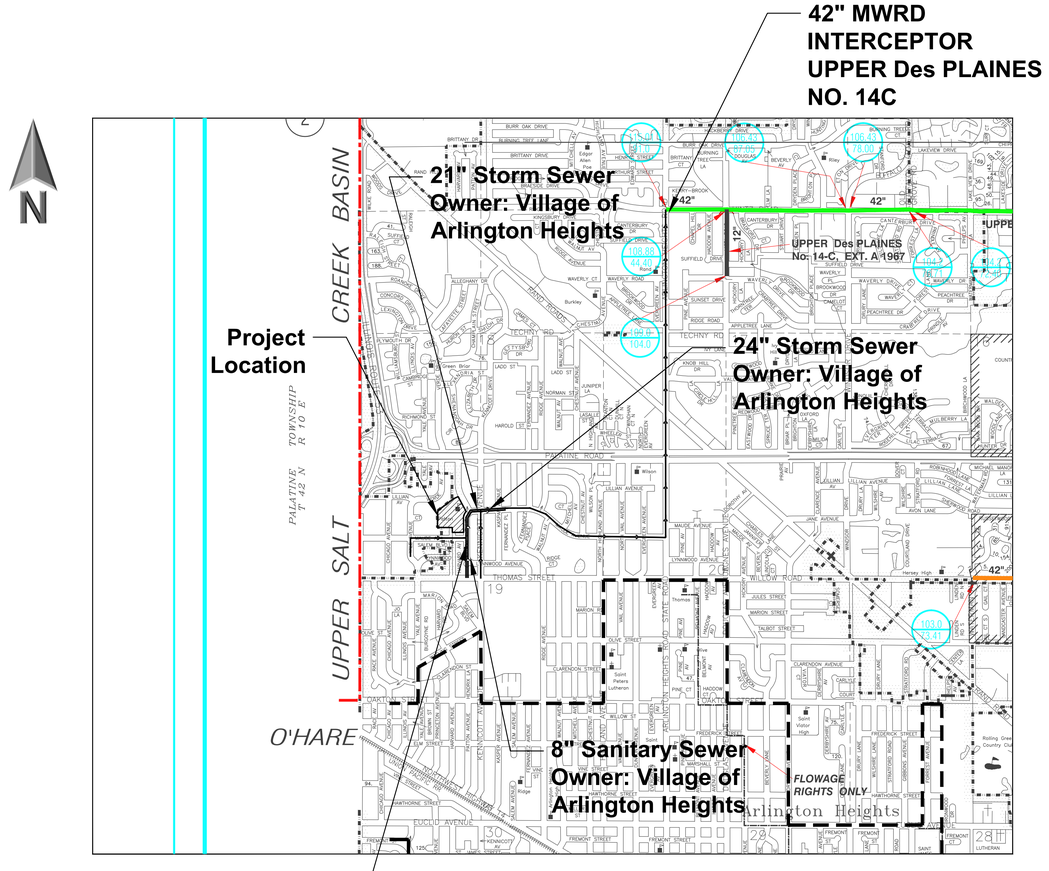
**PATTON ELEMENTARY SCHOOL ADDITION AND RENOVATIONS**
**1616 N. Patton Avenue, Arlington Heights, IL 60004**

**ARLINGTON HEIGHTS SCHOOL DISTRICT 25**
**6/27/23**

EXHIBIT C

ENGINEERING PLAN

# PATTON ELEMENTARY SCHOOL
# BUILDING ADDITION AND RENOVATIONS
## 1616 N. Patton Ave.
## Arlington Heights, IL 60004




### CIVIL SHEET INDEX


| | |
|---|---|
| C000 | CIVIL COVER SHEET |
| C001 | TOPOGRAPHIC SURVEY |
| C002 | TOPOGRAPHIC SURVEY |
| C003 | TOPOGRAPHIC SURVEY |
| C004 | SITE WORK NOTES AND LEGENDS |
| C005 | MWRD GENERAL NOTES |
| C101 | SITE DEMOLITION PLAN |
| C201 | SITE GEOMETRY PLAN |
| C301 | SITE UTILITY PLAN |
| C401 | SITE GRADING AND PAVING PLAN |
| C501 | SITE EROSION AND CONTROL PLAN |
| C601 | SITE WORK DETAILS |
| C602 | SITE WORK DETAILS |


### LANDSCAPE SHEET INDEX


| | |
|---|---|
| L101 | Landscape Plan |


### EXHIBIT INDEX


| | |
|---|---|
| CX101 | EXISTING SITE COVERAGE |
| CX102 | PROPOSED SITE COVERAGE |
| CX201 | PROPOSED DEVELOPMENT AREA (VILLAGE SWM) |
| CX202 | PROPOSED DEVELOPMENT AREA (MWRD SWM) |
| CX203 | TRADE OFF AREA (VILLAGE SWM) |
| CX301 | TRIBUTARY AREA EXHIBIT |
| CX401 | FIRE TRUCK EXHIBIT |


### SURVEY PROVIDED BY:

*Plat of Survey and Topography Provided By R.E. Allen and Associates, Ltd. For Eriksson Engineering Associates on November 12, 2018. Order Number F33-16.*

### PROJECT BENCHMARKS

*Source Benchmark:*
*Monument Recovery Sheet*
*Village of Arlington Heights, IL*
*Location Address:*
*515 Palatine Road*
*Monument 32*
*3" Dia. Brass Disc In Concrete, 5" Above Ground, 44'± South Of The Centerline Of Frontage Road (Palatine Road) And 21'± East Of The Centerline Of Fernandez Avenue (Stamped 114B)*
*NAVD88 Elevation = 713.78*
*SITE BENCHMARK:*
*Survey Control Point, Cut "X" in Concrete Island*
*Elevation: 721.51 NAVD88*
*Easting: 1075702.92*
*Northing: 1981620.54*

### J.U.L.I.E.

*Note: The exact location of all utilities shall be verified by the contractor prior to construction activities. For utility locations call: J.U.L.I.E. 1 (800) 892-0123*

**Contact the Metropolitan Water Reclamation District of Greater Chicago 2 days before starting work.**

P (708) 588-4055
E WMOJobStart@mwrd.org

### DRAINAGE STATEMENT

*To The Best Of Our Knowledge And Belief, It Is Our Professional Opinion That The Proposed Improvements On The Property Are Not Within One-Hundred (100) Feet Of A Known Flood Protection Area. The Drainage Of The Surface Waters Will Not Be Changed By The Construction Of This Development Or Any Part Thereof, Or That If Such Surface Water Drainage Will Be Changed, Reasonable Provisions Have Been Made For The Collection And Diversion Of Such Surface Waters Into Public Areas Or Drains Which The Property Owner Has A Right To Use, And That Such Surface Waters Will Be Planned For In Accordance With Generally Accepted Engineering Practices So As To Reduce The Likelihood Of Damage To The Adjoining Property Because Of The Construction Of The Development.*


ERIKSSON ENGINEERING ASSOCIATES, LTD.
145 COMMERCE DRIVE, SUITE A
GRAYSLAKE, ILLINOIS 60030
PHONE (847) 223-4804
FAX (847) 223-4864
EMAIL INFO@EEA-LTD.COM
PROFESSIONAL DESIGN FIRM
LICENSE NO. 184-003220
EXPIRES: 04/30/2023


PATTON ELEMENTARY SCHOOL
BUILDING ADDITION AND RENOVATIONS
1616 N. PATTON AVENUE
ARLINGTON HEIGHTS, ILLINOIS

Reserved for Seal:

JOSHUA J. CAPS
062-071456
REGISTERED
PROFESSIONAL
ENGINEER
OF
ILLINOIS

| No. | Date | Description |
|---|---|---|
| | 05/22/23 | ISSUE FOR PLAN COMMISSION |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| Design By: | Approved By: | Date: |
|---|---|---|
| LMR | JC | 05/22/23 |

Sheet Title:
CIVIL COVER SHEET

Sheet No:
C000


EEA - P:\Josh\Arlington Heights School Dist 25\2022 Kindergarten Additions\Drawings\Patton\Siteplan - Patton.dwg
Plotted: 5/19/23 @ 9:51am By: lrosenbauer

ERIKSSON ENGINEERING ASSOCIATES, LTD.
145 COMMERCE DRIVE, SUITE A
GRAYSLAKE, ILLINOIS 60030
PHONE: (847) 223-4804
FAX: (847) 223-4864
EMAIL: INFO@EEA-LTD.COM
PROFESSIONAL DESIGN FIRM
LICENSE NO.: 184.003220
EXPIRES: 04/30/2023

# PATTON ELEMENTARY SCHOOL
# BUILDING ADDITION AND RENOVATIONS
1616 N. PATTON AVENUE
ARLINGTON HEIGHTS, ILLINOIS

Reserved for Seal:

| No. | Date | Description |
|---|---|---|
| | 05/22/23 | ISSUE FOR PLAN COMMISSION |

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Design By: LMR | Approved By: JC | Date: 05/22/23

Sheet Title: TOPOGRAPHICAL SURVEY

Sheet No: C001



# PLAT OF SURVEY
OF

PATTON ELEMENTARY SCHOOL– ARLINGTON HEIGHTS SCHOOL DISTRICT 25

THE PREMISES COMMONLY KNOWN AS:
PATTON SCHOOL– ARLINGTON HEIGHTS SCHOOL DISTRICT 25
1616 NORTH PATTON STREET, ARLINGTON HEIGHTS, IL 60005
PARCEL AREA= 7.600 ACRES, 331,070 SQ.FT.

**PARCEL 1:**
LOT A IN LYNNWOOD SUBDIVISION UNIT NO. 4, BEING A SUBDIVISION IN THE EAST HALF OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 19 AND IN THE WEST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 19, ALL IN TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**
LOT 471 IN HASBROOK SUBDIVISION UNIT NO. 5, A SUBDIVISION OF PART OF THE EAST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 9, 1960 AS DOCUMENT 17778451, IN COOK COUNTY, ILLINOIS.

**EXCEPTION NOTES:**
**R17.** DUE TO COVID–19 PANDEMIC, SOME OR ALL OF THE RECORDED DOCUMENTS NECESSARY FOR OUR REVIEW WERE NOT AVAILABLE FROM THE COOK COUNTY RECORDER'S OFFICE. AS SUCH, THE TITLE FINDING IS FOR CONVENIENCE ONLY. PLEASE CONSULT WITH YOUR LOCAL UNDERWRITER TO DISCUSS.
**K18.** EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW THE RIGHTS INCIDENTAL THERETO AS DELINEATED OR AS OFFERED FOR DEDICATION, ON THE MAP OF SAID TRACT/PLAT; FOR PURPOSE TO INSTALL, LAY, CONSTRUCT NECESSARY EQUIPMENT TO SUPPLY TELEPHONE AND ELECTRICITY BY DOCUMENT 17109545
**L19.** DECLARATION OF EASEMENT RECORDED BY DOCUMENT 17794184 RELATING TO SEWER MAINS
**M20.** RESTRICTIONS CONTAINED IN PROTECTIVE COVENANTS RECORDED AS DOCUMENT 179368647 MADE BY HASBROOK CONSTRUCTION COMPANY, RELATING TO LAND USE AND BUILDING TYPE, ARCHITECTURAL CONTROL, COST, QUALITY, SIZE AND LOCATION OF BUILDINGS ERECTED ON LAND AND LOT AREA AND WIDTH, EASEMENTS FOR INSTALLATION.
**P21.** RIGHTS OF THE VILLAGE AND GOVERNMENTAL AGENCIES OF ARLINGTON HEIGHTS TO LOT 472 DEDICATED ON PLAT FOR PUBLIC USE.
**Q22.** RIGHTS OF WAY FOR DRAINAGE TILES, DITCHES, FEEDERS, LATERALS AND UNDERGROUND PIPES, IF ANY.
**T23.** TERMS, COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN THE ORDINANCE GRANTING A SPECIAL USE PERMIT FOR A SCHOOL, WITH EXPANSION TO EXISTING EDUCATIONAL, ADMINISTRATIVE AND RECREATIONAL FACILITIES AND GRANTING CERTAIN VARIATIONS RECORDED BY DOCUMENT 91040797.
**U24.** TERMS, COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN THE NOTICE OF REQUIREMENTS FOR STORM WATER DETENTION RECORDED BY DOCUMENT 91090286.

**NOTE:**
** SURVEY BASED ON **CHICAGO TITLE INSURANCE COMPANY** COMMITMENT NO.: **CCHI2205214LD**
COMMITMENT DATE: **JULY 29, 2022**
** BASED UPON EXAMINATION OF THE FEMA MAPS IT HAS BEEN DETERMINED THAT NONE OF THE PROPERTY SHOWN HEREON IS SUBJECT TO FLOOD RISK (THE PROPERTY FALLS WITHIN A ZONE "X" AREA) AS PORTRAYED ON FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 17031C0201J, EFFECTIVE DATE: AUGUST 19, 2008.

SITE BENCHMARK
CUT "X" IN CONCRETE ISLAND
NAVD88 ELEV.=721.51

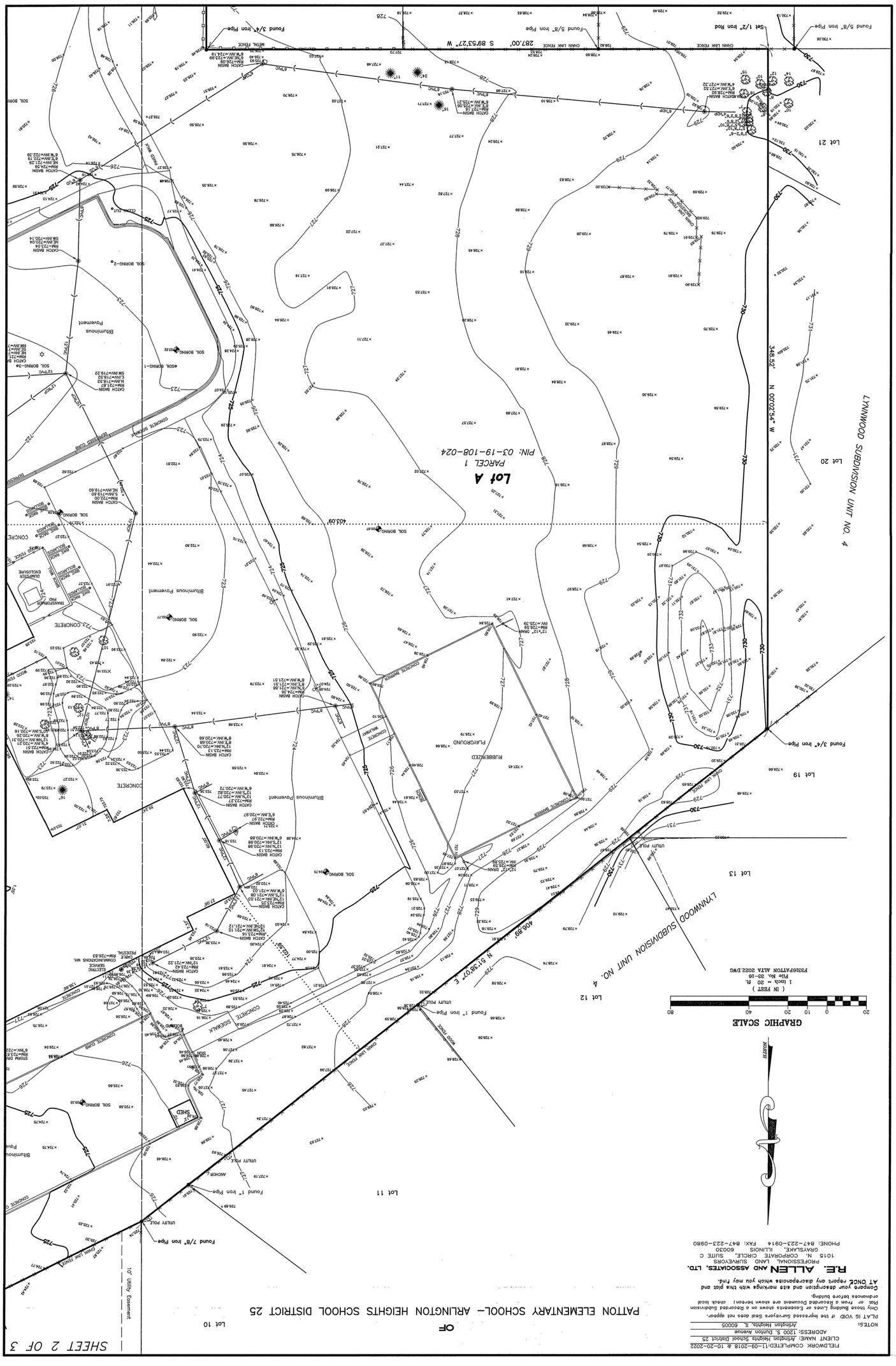
GRAPHIC SCALE
20 0 10 20 40 80
( IN FEET )
1 inch = 20 ft.
File No. 33-16
F3316PATTON ALTA 2022.DWG

FIELDWORK COMPLETED:11-09-2018 & 10-20-2022
CLIENT NAME: Arlington Heights School District 25
ADDRESS: 1200 S. Dunton Avenue
Arlington Heights, IL 60005

NOTES:
PLAT IS VOID if the impressed Surveyors Seal does not appear.
Only those Building Lines or Easements shown on a Recorded Subdivision Plat or from a Recorded Document are shown hereon; check local ordinances before building.
Compare your description and site markings with this plat and AT ONCE report any discrepancies which you may find.

R.E. ALLEN AND ASSOCIATES, LTD.
PROFESSIONAL LAND SURVEYORS
1015 N. CORPORATE CIRCLE, SUITE C
GRAYSLAKE, ILLINOIS 60030
PHONE: 847–223–0914 FAX: 847–223–0980

EEA – P:\Josh\Arlington Heights School Dist 25\2022 Kindergarten Additions\Drawings\Patton\Stephan – Patton.dwg
Plotted: 5/19/23 @ 9:57am By: rosenbower


Found 3/4" Iron Pipe
Found 5/8" Iron Pipe
Set 1/2" Iron Rod
Found 5/8" Iron Pipe
S 89°53'27" W
287.00'
CHAIN LINK FENCE
METAL FENCE
Lot A
PARCEL 1
PIN: 03-19-108-024
LYNNWOOD SUBDIVISION UNIT NO. 4
N 00°02'54" W
348.52'
N 51°38'07" E
406.89'
Lot 21
Lot 20
Lot 19
Lot 13
Lot 12
Lot 11
Lot 10
Found 3/4" Iron Pipe
Found 1" Iron Pipe
Found 7/8" Iron Pipe
Found 1" Iron Pipe
Bituminous Pavement
CONCRETE
SHED
SOIL BORING-1
SOIL BORING-2
SOIL BORING-3
SOIL BORING-4
SOIL BORING-5
SOIL BORING-6
SOIL BORING-7
SOIL BORING-8
SOIL BORING-9
SOIL BORING-10
SOIL BORING-11
SOIL BORING-12
SOIL BORING-13
SOIL BORING-14
SOIL BORING-15
SOIL BORING-16
SOIL BORING-17
SOIL BORING-18
SOIL BORING-19
SOIL BORING-20
SOIL

# PLAT OF SURVEY

OF

PATTON ELEMENTARY SCHOOL– ARLINGTON HEIGHTS SCHOOL DISTRICT 25

Lot 21 | Lot 29 | Lot 30 | Lot 31 | Lot 474 | Lot 475 | Lot 476 | Lot 477 | Lot 478 | Lot 479 | Lot 480

LYNNWOOD SUBDIVISION UNIT NO. 4

HASBROOK SUBDIVISION UNIT NO. 5

Found 5/8" Iron Pipe

Set 1/2" Iron Rod

Found 3/4" Iron Pipe

Found 5/8" Iron Pipe

Found 3/4" Iron Pipe

Found 3/4" Iron Pipe

Found 5/8" Iron Pipe

Found 5/8" Iron Pipe

Found 5/8" Iron Pipe

Found 5/8" Iron Pipe

Found 3/4" Iron Pipe

Set 1/2" Iron Rod

Found 3/4" Iron Pipe

287.00' S 89°53'27" W

200.01' N 00°06'19" W

132.00' S 00°04'34" E

132.00' S 89°47'27" W

S 89°53'21" W 33.00'

S 89°49'32" W 33.00'

S 00°07'14" E 1.78'

285.84' meas. S 00°06'43" E 285' rec.

309.22'

S Utility Easement

10' Utility Easement

CHAIN LINK FENCE

WOOD FENCE

METAL FENCE

WIRED WALL

Bituminous Pavement

CONCRETE CURB

CONCRETE SIDEWALK

Oak Ridge Avenue

Patton Avenue

Maude Avenue

N. Harvard Avenue

SOIL BORING

CLEAN OUT

FIRE HYDRANT

WATER VALVE VAULT

UTILITY PEDESTALS

TRANSFORMER PAD

CATCH BASIN RIM=723.04 NE.INV=720.04 SW.INV=720.14

CATCH BASIN RIM=724.59 NE.INV=721.29 6"E.INV=722.19 6"W.INV=722.39

CATCH BASIN RIM=728.92 6"S.INV.=727.52 4"N.INV.=727.32

CATCH BASIN RIM=728.09 6"NE.INV.=725.09 6"W.INV.=724.19

CATCH BASIN RIM=725.48 INV.=725.67

CATCH BASIN RIM=725.11

CATCH BASIN RIM=722.31 N.INV=720.01 SW.INV=720.31

STORM MH. RIM=726.41

STORM MH. RIM=725.85

WATER VALVE VAULT RIM=728.28

WATER VALVE VAULT RIM=725.89

WATER VALVE VAULT RIM=722.72

8"WATERMAIN

12"CMP

6"HDP

6"PVC

SOURCE BENCHMARK
MONUMENT RECOVERY SHEET
VILLAGE OF ARLINGTON HEIGHTS, IL
MONUMENT: 32
LOCATION ADDRESS:
515 PALATINE ROAD
ARLINGTON HEIGHTS, IL
3" DIA. BRASS DISC IN CONCRETE, 5" ABOVE GROUND, 44'+/– SOUTH OF THE CENTERLINE OF FRONTAGE ROAD (PALATIONE ROAD) AND 21'+/– EAST OF THE CENTERLINE OF FERNANDEZ AVENUE
(STAMPED 114B)
NAVD88 ELEVATION = 713.78

STATE OF ILLINOIS
COUNTY OF LAKE S.S.

I, BRYAN J. LEE, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND STAKED THE LAND AS DESCRIBED IN THE ABOVE CAPTION. ANY STRUCTURES SHOWN HEREON WERE LOCATED BY ME OR UNDER MY DIRECTION AND THE PLAT DRAWN HEREON IS A CORRECT REPRESENTATION OF SAID SURVEY AND THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

DATED AT GRAYSLAKE, ILLINOIS THIS 7TH DAY OF NOVEMBER, A.D. 20 22.

ILLINOIS PROFESSIONAL LAND SURVEYOR 35-3616
MY LICENSE EXPIRES 11-30-20
PROFESSIONAL DESIGN FIRM NO. 184-002732

PROFESSIONAL LAND SURVEYOR BRYAN J. LEE 3616 GRAYSLAKE ILLINOIS STATE OF ILLINOIS

LEGEND:
UNDERGROUND AT&T LINE —T—
UNDERGROUND GAS LINE —G—
UNDERGROUND COM ED LINE —C—
UNDERGROUND ELECTRIC —E—
BOLLARD
LIGHT POST
UTILITY POLE
SOIL BORING

GRAPHIC SCALE
20 0 10 20 40 80
( IN FEET )
1 inch = 20 ft.
File No. 33-16
F3316PATTON 2022.DWG

NORTH

FIELDWORK COMPLETED:
CLIENT NAME: Arlington Heights School District 25
ADDRESS: 1200 S. Dunton Avenue
Arlington Heights, IL 60005

NOTES:
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Only those Building Lines or Easements shown on a Recorded Subdivision Plat or from a Recorded Document are shown hereon; check local ordinances before building.
Compare your description and site markings with this plat and AT ONCE report any discrepancies which you may find.

R.E. ALLEN AND ASSOCIATES, LTD.
PROFESSIONAL LAND SURVEYORS
1015 N. CORPORATE CIRCLE, SUITE C
GRAYSLAKE, ILLINOIS 60030
PHONE: 847-223-0914 FAX: 847-223-0980

ERIKSSON ENGINEERING ASSOCIATES, LTD.
145 COMMERCE DRIVE, SUITE A
GRAYSLAKE, ILLINOIS 60030
PHONE (847) 223-4804
FAX (847) 223-4864
EMAIL INFO@EEA-LTD.COM
PROFESSIONAL DESIGN FIRM
LICENSE NO. 184-003220
EXPIRES: 04/30/2023

# PATTON ELEMENTARY SCHOOL
# BUILDING ADDITION AND RENOVATIONS

1616 N. PATTON AVENUE
ARLINGTON HEIGHTS, ILLINOIS

Reserved for Seal:

JOSHUA J. CAP 062-071456 REGISTERED PROFESSIONAL ENGINEER OF ILLINOIS

| No. | Date | Description |
|---|---|---|
| | 05/22/23 | ISSUE FOR PLAN COMMISSION |

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| Design By: | Approved By: | Date: |
|---|---|---|
| LMR | JC | 05/22/23 |

Sheet Title:

TOPOGRAPHICAL SURVEY

Sheet No:

C003

EEA – P:\Josh\Arlington Heights School Dist 25\2022 Kindergarten Additions\Drawings\Patton\Siteplan – Patton.dwg
Plotted: 5/19/23 @ 9:52am By: rosenbauer

## GENERAL NOTES

1. The Location of Existing Underground Utilities, Such As Watermains, Sewers, Gas Lines, Etc., As Shown On The Plans, Has Been Determined From The Best Available Information and Is Given For The Convenience of The Contractor. However, The Owner and The Engineer Do Not Assume Responsibility In The Event That During Construction, Utilities Other Than Those Shown May Be Encountered, and That The Actual Location of Those Which Are Shown May Be Different From The Location As Shown On The Drawings. Contact Engineer Immediately If Surface and/or Subsurface Features Are Different Than Shown On The Drawings.
2. Notify The Engineer Without Delay of Any Discrepancies Between the Drawings and Existing Field Conditions.
3. **Contractor Shall Provide Private Utility Locating Services for the Project Area.**
4. Notify The Owner, Engineer and The **Village of Arlington Heights** A Minimum of 48 Hours In Advance of Performing Any Work.
5. All Areas, On or Off Site, Disturbed During Construction Operations and Not Part of the Work As Shown Hereon Shall Be Restored To Original Condition to the Satisfaction of the Owner at No Additional Cost to the Owner. It is Incumbent Upon Contractor to Show That Damaged Areas Were Not Disturbed By Construction Operations.
6. These Drawings Assume That The Contractor Will Utilize An Electronic Drawing File (DWG) to Stake All Site Improvements Accordingly. **Contractor Shall Re-Establish Horizontal Control. Horizontal Control Points Not Provided.**
7. No Person May Utilize The Information Contained Within These Drawings Without Written Approval From Eriksson Engineering Associates, Ltd.
8. The Engineer Is Furnishing These Drawings For Construction Purposes As A Convenience To The Owner, Architect, Surveyor, or Contractor. Prior To The Use Of These Drawings For Construction Purposes, The User Of This Media Shall Verify All Dimensions And Locations Of Buildings With The Foundation Drawings And Architectural Site Plan, and Coordinate All Dimensions and Locations of All Site Items. If Conflicts Exist The User Of This Information Shall Contact The Engineer Immediately.
9. **Provide An As-built Survey Prepared By A Licensed Professional Land Surveyor In Accordance With The Authorities Having Jurisdiction Which Shall Include As a Minimum All Detention Basins and Best Management Practices, Include All Storm and Sanitary Sewers, Structure Locations, Sizes, Rim and Invert Elevations, Final Detention Volume Calculations For The Basin(s), Watermain and Valve and Appurtenance Locations.**
10. The Illinois Department Of Transportation Standard Specifications For Road And Bridge Construction Latest Edition, And All Addenda Thereto, Shall Govern The Earthwork And Paving Work Under This Contract Unless Noted Otherwise.

## DEMOLITION NOTES

1. All Signs to Be Removed Shall Be Salvaged and Stored in the Owner's Facility for Future Use as Applicable.
2. Keep All **Village Of Arlington Heights** Streets Free and Clear of Construction Related Dirt/Dust/Debris.
3. Coordinate Existing Utility Removal with Local Authorities and Utility Companies Having Jurisdiction.
4. Coordinate Removal of Overhead Wires And Utility Poles With Authorities Having Jurisdiction And Respective Utility Providers.
5. The Existing Building is to Remain Operational During Construction. Therefore, the Temporary Relocation of All Necessary Utilities Serving the Existing Building Shall Be Coordinated Prior to the Commencement of Construction Operations.
6. All Sawcutting Shall be Full Depth to Provide a Clean Edge to Match New Construction. Match Existing Elevations at Points of Connection for New and Existing Pavement, Curb, Sidewalks, etc. All Sawcut Locations Shown Are Approximate and May Be Field Adjusted to Accommodate Conditions, Joints, Material Type, etc. Remove Minimum Amount Necessary for Installation of Proposed Improvements.
7. Provide and Maintain All Necessary Traffic Control and Safety Measures Required During Demolition and Construction Operations Within or Near the Public Roadway.
8. All Light Poles to Be Removed From Private Property Shall Be Removed in Their Entirety, Including Base and All Appurtenances. Coordinate Abandonment of Electrical Lines With Electrical Engineer and Owner Prior to Demolition.
9. Perform Tree Pruning In All Locations Where Proposed Pavement And/Or Utility Installation Encroach Within The Existing Drip Line Of Trees To Remain. All Trenching Within The Drip Line Of Existing Trees To Remain Shall Be Done Radially Away From Trunk If Roots In Excess Of 1" Diameter Are Exposed. Roots Must Be Cut By Reputable Tree Pruning Service Prior To Any Transverse Trenching. Obtain Approval Of The Architect Prior To Operations For A Variance From This Procedure.
10. Coordinate Tree Removal with Landscape Architect. All Trees To Be Removed Shall Be Removed In Their Entirety and Stumps Shall Be Ground to Proposed Subgrade. Use As Mulch for Proposed Landscaping Where Applicable and Acceptable to Architect.
11. Provide Tree Protection Fencing Prior To Construction Operations. Maintain Throughout Construction.

## GEOMETRY NOTES

1. All Dimensions Contained Herein Reference Back Of Curb, Face Of Retaining Wall, Edge Of Pavement, Center of Structure And Outside Face Of Building Foundation Unless Otherwise Noted.
2. All Pavement Striping Shall Be 4" Wide Yellow Paint Per Specifications, **Two Coats for Latex Paints.** All Cross Hatch Striping Shall Be 45° At 2'-0" Centers.
3. All Accessible Parking Signs (R7-8) Must Be Placed at the Center of the Space and Within 5 Feet of the Space.
4. Refer to Architectural Drawings for Exact Locations of All Buildings.
5. Refer to Architectural Drawings for Locations and Details of All Permanent Site Fencing.
6. Traffic Sign Posts Shall Be Breakaway Green U-Channel Posts, 2-lb/ft, 11 Gauge Steel, Embedded 42" Minimum Into Ground.

## UTILITY NOTES

1. Utility Service Lines as Shown Hereon are Approximate. Coordinate The Exact Locations With The Plumbing Drawings. Coordinate The Locations With The Plumbing Contractor and/or the Owner's Construction Representative Prior to Installation of Any New Utilities.
2. Refer to Plumbing Drawings for Continuation of All Utilities Within 5 Feet of Building Face.
3. Field Verify Invert & Locations of Existing Utility Mains Prior to Installing Any On-Site Utilities or Structures. All Elevations and Inverts Referencing Said Utility Shall Be Field Verified Prior To Installation Of Any New Structures Or Utilities, and Adjustments Shall Be Made as Necessary. Contact Engineer Prior to Installation if Discrepancy Exists With These Drawings.
4. Coordinate the Relocation Of Any Utilities Encountered And Replacement Of Any Utilities Damaged Within Influence Zone Of New Construction. Contact Engineer If The Existing Utilities Vary Appreciably From The Plans.
5. All Water Main and Services Shall Be Installed at a Minimum Depth of 5.5' From Top of Finished Ground Elevation to Top of Main.
6. Protection of water supplies shall be as described in Section 370.350 of the Illinois Recommended Standards for Sewage Works or Section 41-2.01 of the Standard Specifications for Water and Sewer Main Construction in Illinois, latest edition.
7. Clean Out All Existing and Proposed Storm Inlets and Catch Basins at the Completion of Construction.
8. Provide Adequate Coupling Device and/or Oversized Concrete Flared-End Section to Accommodate HDPE Storm Sewer.
9. The "Standard Specifications for Water and Sewer Main Construction in Illinois", Current Edition Shall Govern Work Where Applicable.
10. **Rebuild Existing Structures and Adjust Rim Elevations to Match Proposed Ground Elevations.**

## STRUCTURE NOTES

1. All Catch Basins to Be Installed in Paved Areas Shall Have Neenah R2504-D Frame & Grate or Approved Equal.
2. All Catch Basins to Be Installed in Landscaped Areas Shall Have **Neenah R4340-B Frame & Grate** or Approved Equal. For Cone Sections Install a Minimum of 4" Grade Rings For Topsoil Respread. For Flat Slab Tops Install the Following Minimum Height of Grade Rings:
   - 4' Diameter Structure- 4"
   - 5' Diameter Structure- 6"
   - 6' Diameter Structure- 8"
3. All Catch Basins to Be Installed Along Curb and Gutter (B-6.12) Shall Have Neenah R3281-A Frame & Grate or Approved Equal.
4. All Catch Basins to Be Installed Along Depressed Curb and Gutter (Dep B-6.12) Shall Have East Jordan Iron Works 5120 Catch Basin Inlet Frame and Grate, or Approved Equal.
5. Where Structures are Shown Along the Curbline, Unless Specifically Stated Otherwise, It is Intended That the Frame of the Structure Is To Fall Within the Flowline Of The Gutter or at the Pavement Edge Where No Gutter Exists.
6. All Manholes Shall Have Neenah R1713-B Frame & Closed Lid or Approved Equal, with "Storm" or "Sanitary" Imprinted as Appropriate.
7. For All Structures Indicated to be Adjusted, Remove and Install Adjusting Rings, Cone Section, Barrel Sections, or Flat Slab Top as Necessary.
8. All Flared End Sections 12" and Larger Shall Include an IDOT Standard Grate.
9. All Flared End Sections Shall Be Concrete.
10. All Sanitary Manholes Shall Include a Chimney Seal.

## GRADING NOTES

1. **<<If not included with erosion control notes>>**Install And Maintain Silt Fence at the Perimeter of the Construction Zone.
2. The Grading and Construction of Proposed Improvements Shall Be Done In A Manner Which Will Allow For Positive Drainage, and Not Cause Ponding of Stormwater on the Surface of Proposed Improvements.
3. All Landscaped Areas Disturbed By Construction Shall Be Respread With 6 Inches (Min.) to 12 Inches (Max.) Topsoil and **Sodded** Unless Noted Otherwise On The Landscape Drawings.
4. Refer to Architectural Drawings for Locations and Patterns of Expansion and Control Joints in Concrete Pavement and Sidewalks.
5. Accessible Parking Spaces and Loading Spaces Shall Be Sloped at Maximum 2.0% in Any Direction. Maximum Sidewalk Cross Slopes Shall be 2.0%. Maximum Longitudinal Sidewalk Slope Shall Be 4.9%. Contact Engineer if Conflicts Exist.
6. **Rebuild Existing Structures and Adjust Rim Elevations to Match Proposed Ground Elevations.**

## SOIL EROSION & SEDIMENTATION CONTROL NOTES

1. Illinois Urban Manual Shall Govern All Soil Erosion and Sediment Control, and Related Work.
2. **Contractor Shall Be Responsible for Compliance With IEPA NPDES and ILR10 Permit Requirements for Project.**
3. Soil Disturbance Shall Be Conducted in Such a Manner as To Minimize Erosion. Soil Stabilization Measures Shall Consider the Time of Year, Site Conditions, and the Use of Temporary or Permanent Measures.
4. Soil Erosion and Sediment Control Features Shall Be Constructed Prior to the Commencement of Upland Disturbance.
5. Temporary Soil Stabilization Shall Be Applied to Topsoil Stockpiles and Disturbed Areas, Where Construction Activity Will Not Occur For A Period of More Than 14 Calendar Days. Temporary Measures Shall Be Applied Within 7 Calendar Days of the End of Active Hydrologic Disturbance. The Sediment Control Measures Shall Be Maintained On A Continuing Basis Until The Site Is Permanently Stabilized And All Inspections Are Complete. Permanent Stabilization Shall Be Completed Within 14 Days after Completion of Final Grading of Soil.
6. All Temporary And Permanent Erosion Control Measures Shall Be Removed Within 30 Days After Final Site Stabilization Is Achieved Or After The Temporary Measures Are No Longer Needed. Trapped Sediment And Other Disturbed Soil Areas Shall Be Permanently Stabilized.
7. Final Site Stabilization Is Defined By The EPA General Permit As Meaning That All Soil Disturbing Activities At The Site Have Been Completed, And That A Uniform Perennial Vegetative Cover With A Density Of 70 Percent Of The Cover For Unpaved Areas Not Covered By Permanent Structures Has Been Established Or Equivalent Permanent Stabilization Measures (Such As The Use Of Riprap, Gabions, Or Geotextiles) Have Been Employed.
8. **All Storm Sewer Structures That Are, Or Will Be, Functioning During Construction Shall Be Protected, Filtered, Or Otherwise Treated To Remove Sediment. The General Contractor Shall Use "Catch-All" Inlet Protectors (or equal) and Filter Wattles Around The Grate In Landscaped Areas And "Catch-All" Inlet Protectors (or equal) In Paved Areas To Prevent Siltation.**
9. **All Storm Sewer Structures That Are, Or Will Be, Functioning During Construction Shall Be Protected, Filtered, Or Otherwise Treated To Remove Sediment. The General Contractor Shall Use and Maintain "Dandy Pop" Inlet Protectors (or equal) and Filter Wattles Around The Grate In Landscaped Areas And "Catch-All" Inlet Protectors (or equal, such as Pork Chop Sediguard) In Paved Areas To Prevent Siltation and Discharge Into Waterways.**
10. All Temporary And Permanent Sediment And Erosion Control Measures Must Be Maintained, Repaired, And Inspected In Conformance With All Applicable IEPA-NPDES Phase II **And Lake County DECI Requirements.**
11. Following The Termination Of Construction Activities And Issuance Of The Required "Notice Of Termination", The Permittees Must Keep A Copy Of The Storm Water Pollution Prevention Plan, Inspection Reports, And Records Of All The Data Used To Complete The Notice Of Intent For A Period Of At Least Three Years Following Final Stabilization.
12. Install And Maintain Silt Fence At The Perimeter Of The Construction Zone And Wetland Areas And As Shown On The Plans. Maintain Silt Fence Throughout Construction And Until Vegetation Has Been Fully Established.
13. **Contractor** Shall Provide Qualified Soil Erosion and Sediment Control Inspector Services in Accordance with NPDES and Governmental Requirements. Inspections Shall Occur at Every Seven Calendar Days Or Within 24 Hours of a 0.5" or Greater Rainfall Event. Engineer Shall Be Copied on Inspection Logs.
14. The Erosion Control Measures Indicated On The Drawings Are The Minimum Requirements. Additional Measures May Be Required As Directed By The Qualified Soil and Erosion Sediment and Control Inspector Or Governing Agency.
15. Unless Otherwise Indicated on the Drawings, Stabilize All Disturbed Ground Areas Where Slopes Exceed 6:1 or Within Swales with North American Green BioNet SC150BN Erosion Control Blanket, or Approved Equal.
16. Report Releases of Reportable Quantities of Oil or Hazardous Materials If They Occur In Accordance with IEPA NPDES Requirements.
17. All Concrete Washout Shall Conform To The "Temporary Concrete Washout Facility" Standards (Code 954) of the Illinois Urban Manual, Latest Edition.
18. If Necessary, The SWPPP Shall Be Modified To Reflect Changes Required During The Effective Period Of The IEPA NPDES General Permit No ILR10 and Local and County Permits.
19. Dewatering of Excavations Shall be Performed in a Manner Such as Through the use of Filter Bags or Polymer Treated Dewatering Swales, so as to Not Discharge Sediment Laden Water Into Storm Sewers Tributary to Open Water.

## INTENDED SEQUENCE OF MAJOR SEDIMENT AND EROSION CONTROL MEASURES

1. Install Stabilized Construction Entrance
2. Install All Downslope and Sideslope Perimeter Controls Before Commencement of Any Ground Disturbing Activity.
3. Do Not Disturb An Area Until It Is Necessary For Construction To Proceed.
4. Cover and Stabilize Disturbed Areas As Soon As Possible.
5. When Practical, Time Construction Activities To Limit Impact From Seasonal Climate Changes or Weather Events.
6. Construct Sedimentation Basins and Structures.
7. Perform Grading Operations and Installation of Site Infrastructure and Pavement.
8. Install Permanent Seeding and Plantings.
9. Remove Accumulated Sediment From Basins and Along Silt Fence.
10. Construction of Infiltration Measures Shall Take Place Following Stabilization of Upstream Drainage Areas.
11. Remove Temporary Sediment and Erosion Control Measures Following Final Stabilization of All Disturbed Areas.

## LEGEND

| EXISTING | | PROPOSED |
|---|---|---|
| | Manhole | |
| | Catch Basin | |
| | Inlet | |
| | Area Drain | |
| $O_{C.O.}$ | Clean Out | $O_{C.O.}$ |
| | Flared End Section | |
| | Storm Sewer | |
| | Sanitary Sewer | |
| | Combined Sewer | |
| W | Water Main | W |
| G | Gas Line | G |
| OH | Overhead Wires | OH |
| E | Electrical Cable (Buried) | E |
| T | Telephone Line | T |
| | Fire Hydrant | |
| | Valve Vault | |
| $V_B$ | Buffalo Box | $V_B$ |
| $O_{DS}$ | Downspout | $O_{DS}$ |
| $O_{BOL}$ | Bollard | $O_{BOL}$ |
| | Gas Valve | |
| | Gas Meter | |
| | Electric Meter | |
| | ComEd Manhole | |
| | Hand Hole | |
| | Light Pole | |
| | Light Pole w/ Mast Arm | |
| | Utility Pole | |
| | Telephone Pedestal | |
| | Telephone Manhole | |
| | Sign | |
| | Fence | |
| | Accessible Parking Stall | |
| | Curb & Gutter | |
| | Depressed Curb | |
| x C 782.50 | Curb Elevation | C 782.50 |
| x G 782.00 | Gutter Elevation | G 782.00 |
| x P 783.25 | Pavement Elevation | P 783.25 |
| x W 782.10 | Sidewalk Elevation | W 782.10 |
| x 784.0 | Ground Elevation | x 784.0 |
| x T/W 785.20 | Top of Retaining Wall Elevation | T/W 785.20 |
| | Swale | |
| 781 | Contour Line | 781 |
| | Deciduous Tree | |
| | Coniferous Tree | |
| | Brushline | |
| | Tree Protection Fencing at Drip Line | |

## DEMOLITION LEGEND

- Utility Line Removal
- Bituminous Pavement Removal (Full Depth)
- Concrete Pavement Removal (Full Depth)
- Pavement Sawcut
- Curb & Gutter Removal
- Structure Removal
- Tree Removal

## PAVING & SURFACE LEGEND

- **Asphalt Pavement Section**
  1 1/2" Hot Mix Asphalt,Mix D, IL-9.5, N50
  2 1/2" Hot Mix Asphalt, IL-19.0, N50
  Prime Coat (0.25 gal/sq yd)
  4" Aggregate Base Course, Type B, Crushed, CA-6
  4" Drainage Course, CA-7
  Non-Woven Geotextile Fabric, 5 oz/sy
  ADD ALTERNATE: Tensar GeoGrid TX160
  (Installed per Manufacturers Specifications)
- **Concrete Driveway Section**
  8" Portland Cement Concrete
  6"x6" W2.9xW2.9 Welded Wire Fabric
  6" Aggregate Base Course, Type B, Crushed
  (Omit Welded Wire Fabric In Public ROW)
- **Concrete Sidewalk Section**
  5" Portland Cement Concrete
  6"x6" W1.4xW1.4 Welded Wire Fabric
  4" Aggregate Base Course, Type B, Crushed
  (Omit Welded Wire Fabric In Public ROW)
- **Heavy-Duty Asphalt Pavement Section**
  2" Hot Mix Asphalt,Mix D, IL-9.5, N50
  2 1/4" Hot Mix Asphalt, IL-19.0, N50
  5" Hot Mix Asphalt Binder, IL-19.0, N50
  Prime Coat (0.25 gal/sq yd)
  4" Aggregate Base Course, Type B, Crushed
  **ADD ALTERNATE:** Tensar GeoGrid TX160
  (Installed per Manufacturers Specifications)
- **BASE BID: Asphalt Pavement Section**
  1 1/2" Hot Mix Asphalt, Mix D, IL-9.5, N50
  2 1/2" Hot Mix Asphalt, IL-19.0, N50
  Prime Coat (0.25 gal/sq yd)
  4" Aggregate Base Course, Type B, Crushed, CA-6
  4" Drainage Course, CA-7
  Non-Woven Geotextile Fabric, 5 oz/sy
  **ADD ALTERNATE:** Tensar GeoGrid TX160
  (Installed per Manufacturer's Specifications)
  Flush Band Curb Omitted If Base Bid Is Selected.
  **ALTERNATE: UniLock Eco-Priora Permeable Paver**
  Large or Small Square (TBD by Architect And/Or Owner)
  Color: Heritage Brown
  3-1/8" Paver Depth
  1-1/2" CA-16 Setting Bed
  6" Min. CA-7 (Variable Based On Pavement Slope)
  12" CA-1 Permeable Subbase
  Aggregate Subbase Stone Shall Be Wrapped In Non-Woven Geotextile Fabric As Required By The MWRD, Typ.
- Stormwater Overland Flow Path
- Ridge Line/High Point

## SOIL EROSION & SEDIMENTATION CONTROL LEGEND

- Silt Fence
- Erosion Control Blanket North American Green DS75 Or Approved Equal ALL DISTURBED LANDSCAPED AREAS Unless Noted Otherwise On Landscape Plans
- Catch-All, Pork Chop Sediguard (or equal) Paved or Existing Stabilized Areas


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EXPIRES: 04/30/2023


# PATTON ELEMENTARY SCHOOL BUILDING ADDITION AND RENOVATIONS

1616 N. PATTON AVENUE
ARLINGTON HEIGHTS, ILLINOIS

Reserved for Seal:

JOSHUA J. CAPP
062-071456
REGISTERED PROFESSIONAL ENGINEER
OF ILLINOIS

| No. | Date | Description |
|---|---|---|
| | 05/22/23 | ISSUE FOR PLAN COMMISSION |


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| LMR | JC | 05/22/23 |

Sheet Title:

SITE WORK NOTES AND LEGENDS

Sheet No:

C004


EEA - P:\Josh\Arlington Heights School Dist 25\2022 Kindergarten Additions\Drawings\Patton\Siteplan - Patton.dwg
Plotted: 5/19/23 @ 9:52am By: lrosenbauer

A. REFERENCED SPECIFICATIONS

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE APPLICABLE SECTIONS OF THE FOLLOWING, EXCEPT AS MODIFIED HEREIN OR ON THE PLANS:
   * STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION), BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT SS) FOR ALL IMPROVEMENTS EXCEPT SANITARY SEWER AND WATER MAIN CONSTRUCTION;
   * STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS, LATEST EDITION (SSWS) FOR SANITARY SEWER AND WATER MAIN CONSTRUCTION;
   * VILLAGE OF _____ MUNICIPAL CODE;
   * THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO (MWRD) WATERSHED MANAGEMENT ORDINANCE AND TECHNICAL GUIDANCE MANUAL;
   * IN CASE OF CONFLICT BETWEEN THE APPLICABLE ORDINANCES NOTED, THE MORE STRINGENT SHALL TAKE PRECEDENCE AND SHALL CONTROL ALL CONSTRUCTION.

B. NOTIFICATIONS

1. THE MWRD LOCAL SEWER SYSTEMS SECTION FIELD OFFICE MUST BE NOTIFIED AT LEAST TWO (2) WORKING DAYS PRIOR TO THE COMMENCEMENT OF ANY WORK (CALL 708-588-4055 OR SEND EMAIL NOTIFICATION WITH PROJECT NAME, LOCATION AND PERMIT NUMBER TO WMOJOBSTART@MWRD.ORG).

2. THE VILLAGE OF _____ ENGINEERING DEPARTMENT AND PUBLIC MUST BE NOTIFIED AT LEAST 24 HOURS PRIOR TO THE START OF CONSTRUCTION AND PRIOR TO EACH PHASE OF WORK. CONTRACTOR SHALL DETERMINE ITEMS REQUIRING INSPECTION PRIOR TO START OF CONSTRUCTION OR EACH WORK PHASE.

3. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES PRIOR TO BEGINNING CONSTRUCTION FOR THE EXACT LOCATIONS OF UTILITIES AND FOR THEIR PROTECTION DURING CONSTRUCTION. IF EXISTING UTILITIES ARE ENCOUNTERED THAT CONFLICT IN LOCATION WITH NEW CONSTRUCTION, IMMEDIATELY NOTIFY THE ENGINEER SO THAT THE CONFLICT CAN BE RESOLVED. CALL J.U.L.I.E. AT 1-800-892-0123.

C. GENERAL NOTES

1. ALL ELEVATIONS SHOWN ON PLANS REFERENCE THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88). CONVERSION FACTOR IS _____ FT.

2. MWRD, THE MUNICIPALITY AND THE OWNER OR OWNER'S REPRESENTATIVE SHALL HAVE THE AUTHORITY TO INSPECT, APPROVE, AND REJECT THE CONSTRUCTION IMPROVEMENTS.

3. THE CONTRACTOR(S) SHALL INDEMNIFY THE OWNER, ENGINEER, MUNICIPALITY, MWRD, AND THEIR AGENTS, ETC., FROM ALL LIABILITY INVOLVED WITH THE CONSTRUCTION, INSTALLATION, OR TESTING OF THIS WORK ON THE PROJECT.

4. THE PROPOSED IMPROVEMENTS MUST BE CONSTRUCTED IN ACCORDANCE WITH THE ENGINEERING PLANS AS APPROVED BY MWRD AND THE MUNICIPALITY UNLESS CHANGES ARE APPROVED BY MWRD, THE MUNICIPALITY, OR AUTHORIZED AGENT. THE CONSTRUCTION DETAILS, AS PRESENTED ON THE PLANS, MUST BE FOLLOWED. PROPER CONSTRUCTION TECHNIQUES MUST BE FOLLOWED ON THE IMPROVEMENTS INDICATED ON THE PLANS.

5. THE LOCATION OF VARIOUS UNDERGROUND UTILITIES WHICH ARE SHOWN ON THE PLANS ARE FOR INFORMATION ONLY AND REPRESENT THE BEST KNOWLEDGE OF THE ENGINEER. VERIFY LOCATIONS AND ELEVATIONS PRIOR TO BEGINNING THE CONSTRUCTION OPERATIONS.

6. ANY EXISTING PAVEMENT, SIDEWALK, DRIVEWAY, ETC., DAMAGED DURING CONSTRUCTION OPERATIONS AND NOT CALLED FOR TO BE REMOVED SHALL BE REPLACED AT THE EXPENSE OF THE CONTRACTOR.

7. MATERIAL AND COMPACTION TESTING SHALL BE PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF THE MUNICIPALITY, MWRD, AND OWNER.

8. THE UNDERGROUND CONTRACTOR SHALL MAKE ALL NECESSARY ARRANGEMENTS TO NOTIFY ALL INSPECTION AGENCIES.

9. ALL NEW AND EXISTING UTILITY STRUCTURES ON SITE AND IN AREAS DISTURBED DURING CONSTRUCTION SHALL BE ADJUSTED TO FINISH GRADE PRIOR TO FINAL INSPECTION.

10. RECORD DRAWINGS SHALL BE KEPT BY THE CONTRACTOR AND SUBMITTED TO THE ENGINEER AS SOON AS UNDERGROUND IMPROVEMENTS ARE COMPLETED. FINAL PAYMENTS TO THE CONTRACTOR SHALL BE HELD UNTIL THEY ARE RECEIVED. ANY CHANGES IN LENGTH, LOCATION OR ALIGNMENT SHALL BE SHOWN IN RED. ALL WYES OR BENDS SHALL BE LOCATED FROM THE DOWNSTREAM MANHOLE. ALL VALVES, B-BOXES, TEES OR BENDS SHALL BE TIED TO A FIRE HYDRANT.

D. SANITARY SEWER

1. THE CONTRACTOR SHALL TAKE MEASURES TO PREVENT ANY POLLUTED WATER, SUCH AS GROUND AND SURFACE WATER, FROM ENTERING THE EXISTING SANITARY SEWERS.

2. A WATER-TIGHT PLUG SHALL BE INSTALLED IN THE DOWNSTREAM SEWER PIPE AT THE POINT OF SEWER CONNECTION PRIOR TO COMMENCING ANY SEWER CONSTRUCTION. THE PLUG SHALL REMAIN IN PLACE UNTIL REMOVAL IS AUTHORIZED BY THE MUNICIPALITY AND/OR MWRD AFTER THE SEWERS HAVE BEEN TESTED AND ACCEPTED.

3. DISCHARGING ANY UNPOLLUTED WATER INTO THE SANITARY SEWER SYSTEM FOR THE PURPOSE OF SEWER FLUSHING OF LINES FOR THE DEFLECTION TEST SHALL BE PROHIBITED WITHOUT PRIOR APPROVAL FROM THE MUNICIPALITY OR MWRD.

4. ALL SANITARY SEWER CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS (LATEST EDITION).

5. ALL FLOOR DRAINS SHALL DISCHARGE TO THE SANITARY SEWER SYSTEM.

6. ALL DOWNSPOUTS AND FOOTING DRAINS SHALL DISCHARGE TO THE STORM SEWER SYSTEM.

7. ALL SANITARY SEWER PIPE MATERIALS AND JOINTS (AND STORM SEWER PIPE MATERIALS AND JOINTS IN A COMBINED SEWER AREA) SHALL CONFORM TO THE FOLLOWING:

| PIPE MATERIAL | PIPE SPECIFICATIONS | JOINT SPECIFICATIONS |
|---|---|---|
| VITRIFIED CLAY PIPE | ASTM C-700 | ASTM C-425 |
| REINFORCED CONCRETE SEWER PIPE | ASTM C-76 | ASTM C-443 |
| CAST IRON SOIL PIPE | ASTM A-74 | ASTM C-564 |
| DUCTILE IRON PIPE | ANSI A21.51 | ANSI A21.11 |
| POLYVINYL CHLORIDE (PVC) PIPE | | |
| 6-INCH TO 15-INCH DIAMETER SDR 26 | ASTM D-3034 | ASTM D-3212 |
| 18-INCH TO 27-INCH DIAMETER F/DY=46 | ASTM F-679 | ASTM D-3212 |
| HIGH DENSITY POLYETHYLENE (HDPE) | ASTM D-3350<br>ASTM D-3035 | ASTM D-3261,F-2620 (HEAT FUSION)<br>ASTM D-3212,F-477 (GASKETED) |
| WATER MAIN QUALITY PVC | | |
| 4-INCH TO 36-INCH | ASTM D-2241 | ASTM D-3139 |
| 4-INCH TO 12-INCH | AWWA C900 | ASTM D-3139 |
| 14-INCH TO 48-INCH | AWWA C905 | ASTM D-3139 |

THE FOLLOWING MATERIALS ARE ALLOWED ON A QUALIFIED BASIS SUBJECT TO DISTRICT REVIEW AND APPROVAL PRIOR TO PERMIT ISSUANCE. A SPECIAL CONDITION WILL BE ADDED TO THE PERMIT WHEN THE PIPE MATERIAL BELOW IS USED FOR SEWER CONSTRUCTION OR A CONNECTION IS MADE.

| PIPE MATERIAL | PIPE SPECIFICATIONS | JOINT SPECIFICATIONS |
|---|---|---|
| POLYPROPYLENE (PP) PIPE | | |
| 12-INCH TO 24-INCH DOUBLE WALL | ASTM F-2736 | D-3212, F-477 |
| 30-INCH TO 60-INCH TRIPLE WALL | ASTM F-2764 | D3212, F-477 |

8. ALL SANITARY SEWER CONSTRUCTION (AND STORM SEWER CONSTRUCTION IN COMBINED SEWER AREAS), REQUIRES STONE BEDDING WITH STONE ¼ " TO 1" IN SIZE, WITH MINIMUM BEDDING THICKNESS EQUAL TO ¼ THE OUTSIDE DIAMETER OF THE SEWER PIPE, BUT NOT LESS THAN FOUR (4) INCHES NOR MORE THAN EIGHT (8) INCHES. MATERIAL SHALL BE CA-7, CA-11 OR CA-13 AND SHALL BE EXTENDED AT LEAST 12" ABOVE THE TOP OF THE PIPE WHEN USING PVC.

9. NON-SHEAR FLEXIBLE-TYPE COUPLINGS SHALL BE USED IN THE CONNECTION OF SEWER PIPES OF DISSIMILAR PIPE MATERIALS.

10. ALL MANHOLES SHALL BE PROVIDED WITH BOLTED, WATERTIGHT COVERS. SANITARY LIDS SHALL BE CONSTRUCTED WITH A CONCEALED PICKHOLE AND WATERTIGHT GASKET WITH THE WORD "SANITARY" CAST INTO THE LID.

11. WHEN CONNECTING TO AN EXISTING SEWER MAIN BY MEANS OTHER THAN AN EXISTING WYE, TEE, OR AN EXISTING MANHOLE, ONE OF THE FOLLOWING METHODS SHALL BE USED:
    a) A CIRCULAR SAW-CUT OF SEWER MAIN BY PROPER TOOLS ("SHEWER-TAP" MACHINE OR SIMILAR) AND PROPER INSTALLATION OF HUBWYE SADDLE OR HUB-TEE SADDLE.
    b) REMOVE AN ENTIRE SECTION OF PIPE (BREAKING ONLY THE TOP OF ONE BELL) AND REPLACE WITH A WYE OR TEE BRANCH SECTION.
    c) WITH PIPE CUTTER, NEATLY AND ACCURATELY CUT OUT DESIRED LENGTH OF PIPE FOR INSERTION OF PROPER FITTING, USING "BAND SEAL" OR SIMILAR COUPLINGS TO HOLD IT FIRMLY IN PLACE.

12. WHENEVER A SANITARY/COMBINED SEWER CROSSES UNDER A WATERMAIN, THE MINIMUM VERTICAL DISTANCE FROM THE TOP OF THE SEWER TO THE BOTTOM OF THE WATERMAIN SHALL BE 18 INCHES. FURTHERMORE, A MINIMUM HORIZONTAL DISTANCE OF 10 FEET BETWEEN SANITARY/COMBINED SEWERS AND WATERMAINS SHALL BE MAINTAINED UNLESS: THE SEWER IS LAID IN A SEPARATE TRENCH, KEEPING A MINIMUM 18" VERTICAL SEPARATION; OR THE SEWER IS LAID IN THE SAME TRENCH WITH THE WATERMAIN LOCATED AT THE OPPOSITE SIDE ON A BENCH OF UNDISTURBED EARTH, KEEPING A MINIMUM 18" VERTICAL SEPARATION. IF EITHER THE VERTICAL OR HORIZONTAL DISTANCES DESCRIBED CANNOT BE MAINTAINED, OR THE SEWER CROSSES ABOVE THE WATER MAIN, THE SEWER SHALL BE CONSTRUCTED TO WATER MAIN STANDARDS OR IT SHALL BE ENCASED WITH A WATER MAIN QUALITY CARRIER PIPE WITH THE ENDS SEALED.

13. ALL EXISTING SEPTIC SYSTEMS SHALL BE ABANDONED. ABANDONED TANKS SHALL BE FILLED WITH GRANULAR MATERIAL OR REMOVED.

14. ALL SANITARY MANHOLES, (AND STORM MANHOLES IN COMBINED SEWER AREAS), SHALL HAVE A MINIMUM INSIDE DIAMETER OF 48 INCHES, AND SHALL BE CAST IN PLACE OR PRE-CAST REINFORCED CONCRETE.

15. ALL SANITARY MANHOLES, (AND STORM MANHOLES IN COMBINED SEWER AREAS), SHALL HAVE PRECAST "RUBBER BOOTS" THAT CONFORM TO ASTM C-923 FOR ALL PIPE CONNECTIONS. PRECAST SECTIONS SHALL CONSIST OF MODIFIED GROOVE TONGUE AND RUBBER GASKET TYPE JOINTS.

16. ALL ABANDONED SANITARY SEWERS SHALL BE PLUGGED AT BOTH ENDS WITH AT LEAST 2 FEET LONG NON-SHRINK CONCRETE OR MORTAR PLUG.

17. EXCEPT FOR FOUNDATION/FOOTING DRAINS PROVIDED TO PROTECT BUILDINGS, OR PERFORATED PIPES ASSOCIATED WITH VOLUME CONTROL FACILITIES, DRAIN TILES/FIELD TILES/UNDERDRAINS/PERFORATED PIPES ARE NOT ALLOWED TO BE CONNECTED TO OR TRIBUTARY TO COMBINED SEWERS, SANITARY SEWERS, OR STORM SEWERS TRIBUTARY TO COMBINED SEWERS IN COMBINED SEWER AREAS. CONSTRUCTION OF NEW FACILITIES OF THIS TYPE IS PROHIBITED; AND ALL EXISTING DRAIN TILES AND PERFORATED PIPES ENCOUNTERED WITHIN THE PROJECT AREA SHALL BE PLUGGED OR REMOVED, AND SHALL NOT BE CONNECTED TO COMBINED SEWERS, SANITARY SEWERS, OR STORM SEWERS TRIBUTARY TO COMBINED SEWERS.

18. A BACKFLOW PREVENTER IS REQUIRED FOR ALL DETENTION BASINS TRIBUTARY TO COMBINED SEWERS. REQUIRED BACKFLOW PREVENTERS SHALL BE INSPECTED AND EXERCISED ANNUALLY BY THE PROPERTY OWNER TO ENSURE PROPER OPERATION, AND ANY NECESSARY MAINTENANCES SHALL BE PERFORMED TO ENSURE FUNCTIONALITY. IN THE EVENT OF A SEWER SURCHARGE INTO AN OPEN DETENTION BASIN TRIBUTARY TO COMBINED SEWERS, THE PERMITTEE SHALL ENSURE THAT CLEAN UP AND WASH OUT OF SEWAGE TAKES PLACE WITHIN 48 HOURS OF THE STORM EVENT.

E. EROSION AND SEDIMENT CONTROL

1. THE CONTRACTOR SHALL INSTALL THE EROSION AND SEDIMENT CONTROL DEVICES AS SHOWN ON THE APPROVED EROSION AND SEDIMENT CONTROL PLAN.

2. EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE FUNCTIONAL PRIOR TO HYDROLOGIC DISTURBANCE OF THE SITE.

3. ALL DESIGN CRITERIA, SPECIFICATIONS, AND INSTALLATION OF EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE IN ACCORDANCE WITH THE ILLINOIS URBAN MANUAL.

4. A COPY OF THE APPROVED EROSION AND SEDIMENT CONTROL PLAN SHALL BE MAINTAINED ON THE SITE AT ALL TIMES.

5. INSPECTIONS AND DOCUMENTATION SHALL BE PERFORMED, AT A MINIMUM:
    a) UPON COMPLETION OF INITIAL EROSION AND SEDIMENT CONTROL MEASURES, PRIOR TO ANY SOIL DISTURBANCE.
    b) ONCE EVERY SEVEN (7) CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM EVENT WITH GREATER THAN 0.5 INCH OF RAINFALL OR LIQUID EQUIVALENT PRECIPITATION.

6. SOIL DISTURBANCE SHALL BE CONDUCTED IN SUCH A MANNER AS TO MINIMIZE EROSION. IF STRIPPING, CLEARING, GRADING, OR LANDSCAPING ARE TO BE DONE IN PHASES, THE CO-PERMITTEE SHALL PLAN FOR APPROPRIATE SOIL EROSION AND SEDIMENT CONTROL MEASURES.

7. A STABILIZED MAT OF CRUSHED STONE MEETING THE STANDARDS OF THE ILLINOIS URBAN MANUAL SHALL BE INSTALLED AT ANY POINT WHERE TRAFFIC WILL BE ENTERING OR LEAVING A CONSTRUCTION SITE. SEDIMENT OR SOIL REACHING AN IMPROVED PUBLIC RIGHT-OF-WAY, STREET, ALLEY OR PARKING AREA SHALL BE REMOVED BY SCRAPING OR STREET CLEANING AS ACCUMULATIONS WARRANT AND TRANSPORTED TO A CONTROLLED SEDIMENT DISPOSAL AREA.

8. CONCRETE WASHOUT FACILITIES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE ILLINOIS URBAN MANUAL AND SHALL BE INSTALLED PRIOR TO ANY ON SITE CONSTRUCTION ACTIVITIES INVOLVING CONCRETE.

9. MORTAR WASHOUT FACILITIES SHALL BE CONSTRUCTED IN ADDITION TO CONCRETE WASHOUT FACILITIES FOR ANY BRICK AND MORTAR BUILDING ENVELOPE CONSTRUCTION ACTIVITIES.

10. TEMPORARY DIVERSIONS SHALL BE CONSTRUCTED AS NECESSARY TO DIRECT ALL RUNOFF FROM HYDROLOGICALLY DISTURBED AREAS TO AN APPROPRIATE SEDIMENT TRAP OR BASIN. VOLUME CONTROL FACILITIES SHALL NOT BE USED AS TEMPORARY SEDIMENT BASINS.

11. DISTURBED AREAS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED SHALL BE STABILIZED WITH TEMPORARY OR PERMANENT MEASURES WITHIN SEVEN (7) DAYS.

12. ALL FLOOD PROTECTION AREAS AND VOLUME CONTROL FACILITIES SHALL, AT A MINIMUM, BE PROTECTED WITH A DOUBLE-ROW OF SILT FENCE (OR EQUIVALENT).

13. VOLUME CONTROL FACILITIES SHALL NOT BE CONSTRUCTED UNTIL ALL OF THE CONTRIBUTING DRAINAGE AREA HAS BEEN STABILIZED.

14. SOIL STOCKPILES SHALL, AT A MINIMUM, BE PROTECTED WITH PERIMETER SEDIMENT CONTROLS. SOIL STOCKPILES SHALL NOT BE PLACED IN FLOOD PROTECTION AREAS OR THEIR BUFFERS.

15. EARTHEN EMBANKMENT SIDE SLOPES SHALL BE STABILIZED WITH APPROPRIATE EROSION CONTROL BLANKET.

16. STORM SEWERS THAT ARE OR WILL BE FUNCTIONING DURING CONSTRUCTION SHALL BE PROTECTED BY APPROPRIATE SEDIMENT CONTROL MEASURES.

17. THE CONTRACTOR SHALL EITHER REMOVE OR REPLACE ANY EXISTING DRAIN TILES AND INCORPORATE THEM INTO THE DRAINAGE PLAN FOR THE DEVELOPMENT. DRAIN TILES CANNOT BE TRIBUTARY TO A SANITARY OR COMBINED SEWER. DRAIN TILES ALLOWED IN COMBINED SEWER AREA FOR GREEN INFRASTRUCTURE PRACTICES.

18. IF DEWATERING SERVICES ARE USED, ADJOINING PROPERTIES AND DISCHARGE LOCATIONS SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION. DEWATERING SYSTEMS SHOULD BE INSPECTED DAILY DURING OPERATIONAL PERIODS. THE SITE INSPECTOR MUST BE PRESENT AT THE COMMENCEMENT OF DEWATERING ACTIVITIES.

19. THE CONTRCTOR SHALL BE RESPONSIBLE FOR TRENCH DEWATERING AND EXCAVATION FOR THE INSTALLATION OF SANITARY SEWERS, STORM SEWERS, WATERMAINS AS WELL AS THEIR SERVICES AND OTHER APPURTENANCES. ANY TRENCH DEWATERING, WHICH CONTAINS SEDIMENT SHALL PASS THROUGH A SEDIMENT SETTLING POND OR EQUALLY EFFECTIVE SEDIMENT CONTROL DEVICE. ALTERNATIVES MAY INCLUDE DEWATERING INTO A SUMP PIT, FILTER BAG OR EXISTING VEGETATED UPSLOPE AREA. SEDIMENT LADEN WATERS SHALL NOT BE DISCHARGE TO WATERWAYS, FLOOD PROTECTION AREAS OR THE COMBINED SEWER SYSTEM.

20. ALL PERMANENT EROSION CONTROL PRACTICES SHALL BE INITIATED WITHIN SEVEN (7) DAYS FOLLOWING THE COMPLETION OF SOIL DISTURBING ACTIVITIES.

21. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE MAINTAINED AND REPAIRED AS NEEDED ON A YEAR-ROUND BASIS DURING CONSTRUCTION AND ANY PERIODS OF CONSTRUCTION SHUTDOWN UNTIL PERMANENT STABILIZATION IS ACHIEVED.

22. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED WITHIN THIRTY (30) DAYS AFTER PERMANENT SITE STABILIZATION.

23. THE EROSION AND SEDIMENT CONTROL MEASURES SHOWN ON THE PLANS ARE THE MINIMUM REQUIREMENTS. ADDITIONAL MEASURES MAY BE REQUIRED, AS DIRECTED BY THE ENGINEER, SITE INSPECTOR, OR MWRD.

TECHNICAL GUIDANCE MANUAL

10/13/2022

MWRD GENERAL NOTES

STD. DWG. NO.18

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# PATTON ELEMENTARY SCHOOL BUILDING ADDITION AND RENOVATIONS

1616 N. PATTON AVENUE
ARLINGTON HEIGHTS, ILLINOIS

Reserved for Seal:

JOSHUA J. CAP
062-071456
REGISTERED PROFESSIONAL ENGINEER
OF
ILLINOIS

| No. | Date | Description |
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| LMR | JC | 05/22/23 |

Sheet Title:
MWRD GENERAL NOTES

Sheet No:
C005

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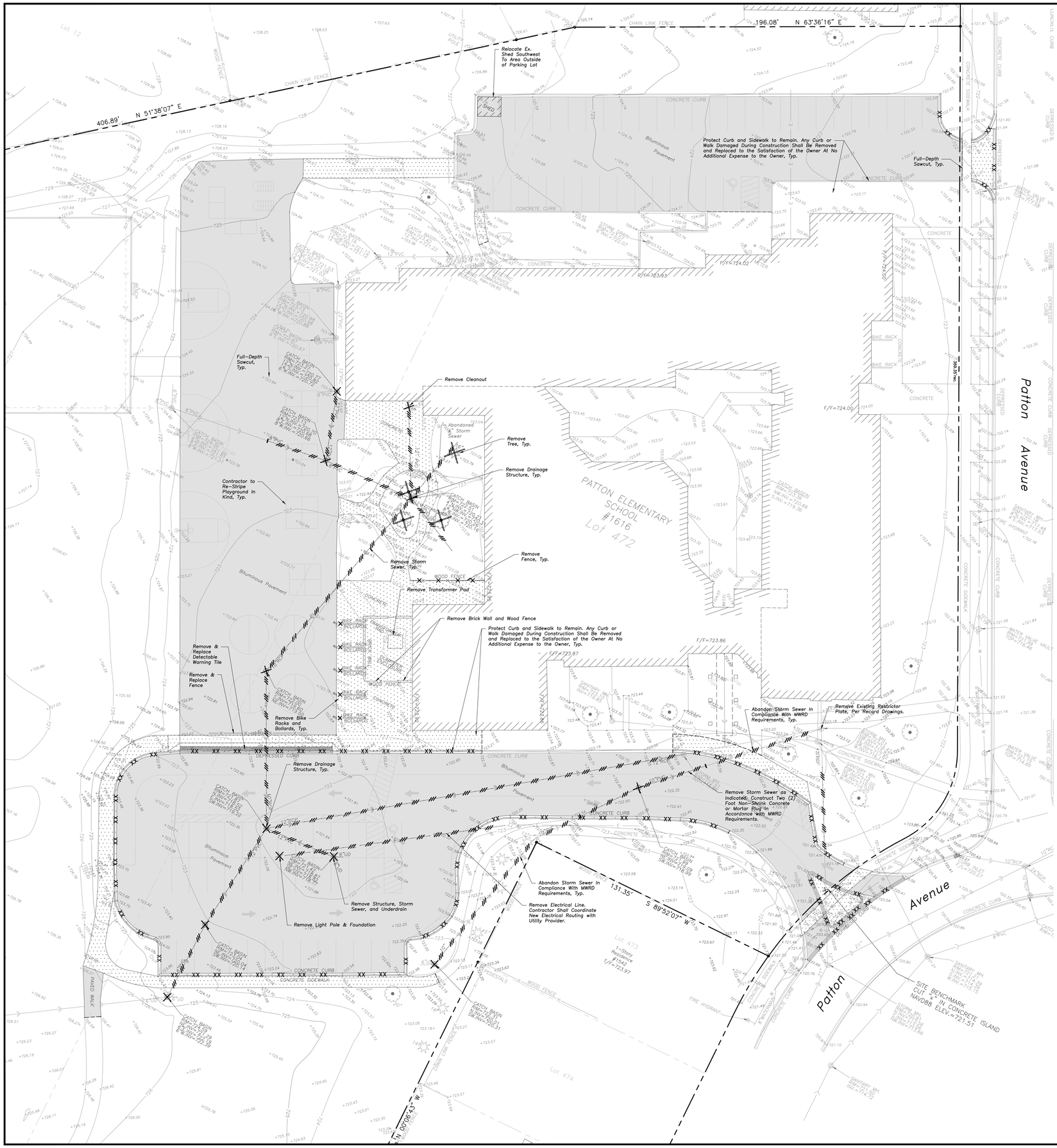
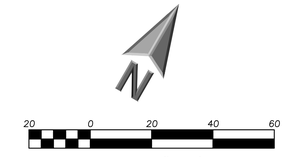
Plotted: 5/19/23 @ 9:53am By: rosenbauer




## DEMOLITION NOTES

1. *All Signs to Be Removed Shall Be Salvaged and Stored in the Owner's Facility for Future Use as Applicable.*
2. *Keep All* **Village Of Arlington Heights** *Streets Free and Clear of Construction Related Dirt/Dust/Debris.*
3. *Coordinate Existing Utility Removal with Local Authorities and Utility Companies Having Jurisdiction.*
4. *The Existing Building is to Remain Operational During Construction. Therefore, the Temporary Relocation of All Necessary Utilities Serving the Existing Building Shall Be Coordinated Prior to the Commencement of Construction Operations.*
5. *All Sawcutting Shall be Full Depth to Provide a Clean Edge to Match New Construction. Match Existing Elevations at Points of Connection for New and Existing Pavement, Curb, Sidewalks, etc. All Sawcut Locations Shown Are Approximate and May Be Field Adjusted to Accommodate Conditions, Joints, Material Type, etc. Remove Minimum Amount Necessary for Installation of Proposed Improvements.*
6. *Provide and Maintain All Necessary Traffic Control and Safety Measures Required During Demolition and Construction Operations Within or Near the Public Roadway.*
7. *Perform Tree Pruning In All Locations Where Proposed Pavement And/Or Utility Installation Encroach Within The Existing Drip Line Of Trees To Remain. All Trenching Within The Drip Line Of Existing Trees To Remain Shall Be Done Radially Away From Trunk If Roots In Excess Of 1" Diameter Are Exposed. Roots Must Be Cut By Reputable Tree Pruning Service Prior To Any Transverse Trenching. Obtain Approval Of The Architect Prior To Operations For A Variance From This Procedure.*
8. *Coordinate Tree Removal with Landscape Architect. All Trees To Be Removed Shall Be Removed In Their Entirety and Stumps Shall Be Ground to Proposed Subgrade. Use As Mulch for Proposed Landscaping Where Applicable and Acceptable to Architect.*
9. *Provide Tree Protection Fencing Prior To Construction Operations. Maintain Throughout Construction.*

## DEMOLITION LEGEND

- Utility Line Removal
- Bituminous Pavement Removal (Full Depth)
- Concrete Pavement Removal (Full Depth)
- Pavement Sawcut
- Curb & Gutter Removal
- Structure Removal
- Tree Removal

## LEGEND

| EXISTING | | PROPOSED |
|---|---|---|
| | Manhole | |
| | Catch Basin | |
| | Inlet | |
| | Area Drain | |
| $O_{CO}$ | Clean Out | $O_{CO}$ |
| | Flared End Section | |
| | Storm Sewer | |
| | Sanitary Sewer | |
| | Combined Sewer | |
| W | Water Main | W |
| G | Gas Line | G |
| OH | Overhead Wires | OH |
| E | Electrical Cable (Buried) | E |
| T | Telephone Line | T |
| | Fire Hydrant | |
| | Valve Vault | |
| | Buffalo Box | |
| $O_{DS}$ | Downspout | $O_{DS}$ |
| $O_{BOL}$ | Bollard | $O_{BOL}$ |
| | Gas Valve | |
| | Gas Meter | |
| | Electric Meter | |
| | Comm'Ed Manhole | |
| | Hand Hole | |
| | Light Pole | |
| | Light Pole w/ Mast Arm | |
| | Utility Pole | |
| | Telephone Pedestal | |
| | Telephone Manhole | |
| | Sign | |
| | Fence | |
| | Accessible Parking Stall | |
| | Curb & Gutter | |
| | Depressed Curb | |
| x C 782.50 | Curb Elevation | C 782.50 |
| x G 782.00 | Gutter Elevation | G 782.00 |
| x P 783.25 | Pavement Elevation | P 783.25 |
| x W 782.10 | Sidewalk Elevation | W 782.10 |
| x 784.0 | Ground Elevation | x 784.0 |
| x T/W 785.20 | Top of Retaining Wall Elevation | T/W 785.20 |
| 781 | Swale | 781 |
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*Plat of Survey and Topography Provided By R.E. Allen and Associates, Ltd. For Eriksson Engineering Associates on November 12, 2018. Order Number F33-16.*

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*NAVD88 Elevation = 713.78*
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*Easting: 1075702.92*
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# PATTON ELEMENTARY SCHOOL BUILDING ADDITION AND RENOVATIONS

1616 N. PATTON AVENUE
ARLINGTON HEIGHTS, ILLINOIS

Reserved for Seal:

JOSHUA J. CAPP
062-071456
REGISTERED PROFESSIONAL ENGINEER
OF
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| No. | Date | Description |
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| Design By: | Approved By: | Date: |
|---|---|---|
| LMR | JC | 05/22/23 |

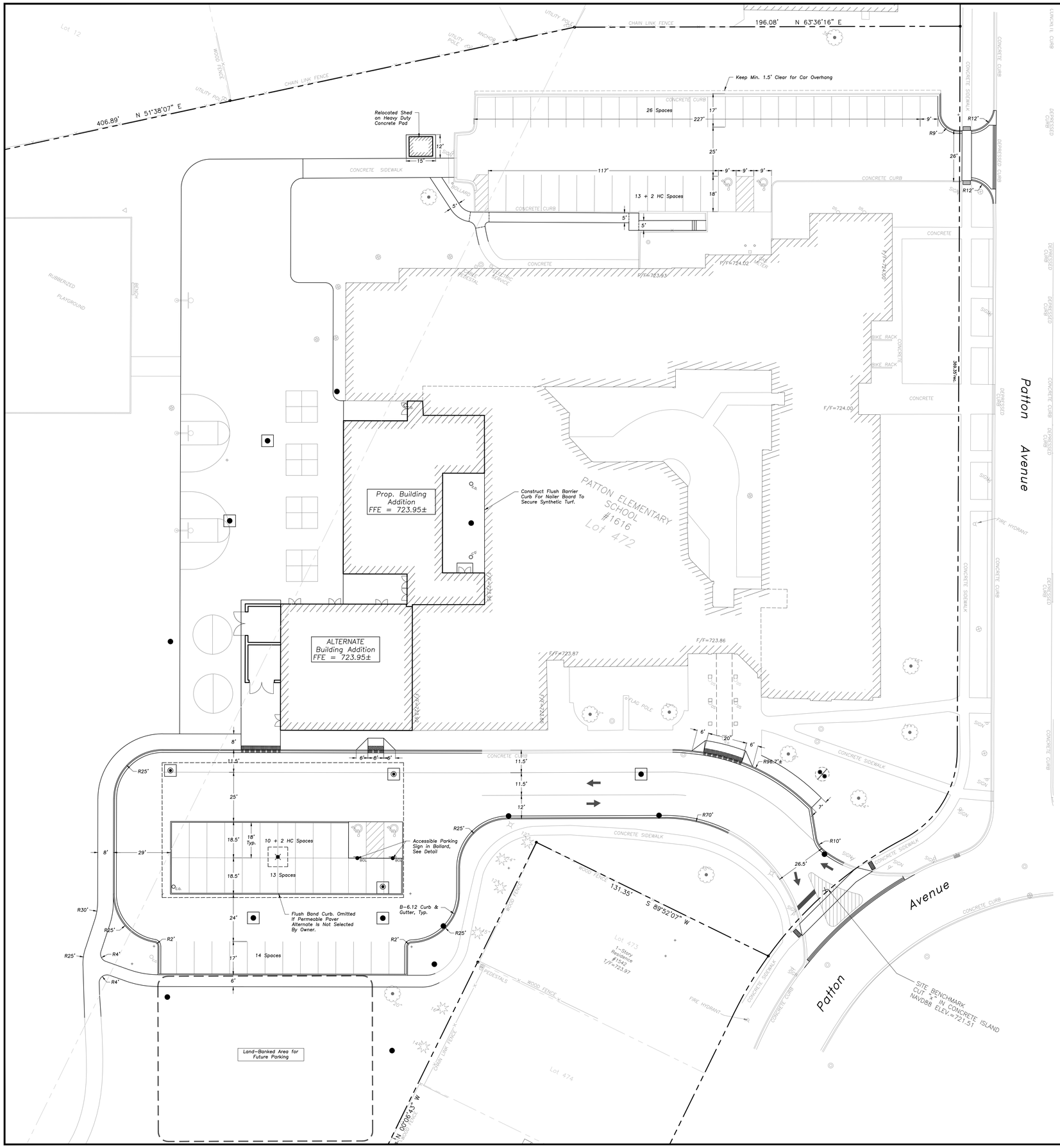
Sheet Title:

SITE DEMOLITION PLAN

Sheet No:

C101

EEA – P:\Josh\Arlington Heights School Dist 25\2022 Kindergarten Additions\Drawings\Patton\Siteplan – Patton.dwg
Plotted: 5/19/23 @ 9:53am By: lrosenbauer




## GEOMETRY NOTES

1. *All Dimensions Contained Herein Reference Back Of Curb, Face Of Retaining Wall, Edge Of Pavement, Center of Structure And Outside Face Of Building Foundation Unless Otherwise Noted.*
2. *All Pavement Striping Shall Be 4" Wide Yellow Paint Per Specifications, **Two Coats for Latex Paints.***
3. *Refer to Architectural Drawings for Exact Locations of All Buildings.*
4. *Refer to Architectural Drawings for Locations and Details of All Permanent Site Fencing.*
5. *Traffic Sign Posts Shall Be Breakaway Green U-Channel Posts, 2-lb/ft, 11 Gauge Steel, Embedded 42" Minimum Into Ground.*

20 0 20 40 60

Scale: 1"=20'

## LEGEND

| EXISTING | | PROPOSED |
|---|---|---|
| | Manhole | |
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| | Inlet | |
| | Area Drain | |
| $O_{C.O.}$ | Clean Out | $O_{C.O.}$ |
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Reserved for Seal:

JOSHUA J. CAPS
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REGISTERED PROFESSIONAL ENGINEER
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| No. | Date | Description |
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| Design By: | Approved By: | Date: |
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Sheet Title:

SITE GEOMETRY PLAN

Sheet No:

C201


EEA — P:\Josh\Arlington Heights School Dist 25\2022 Kindergarten Additions\Drawings\Patton\Siteplan — Patton.dwg
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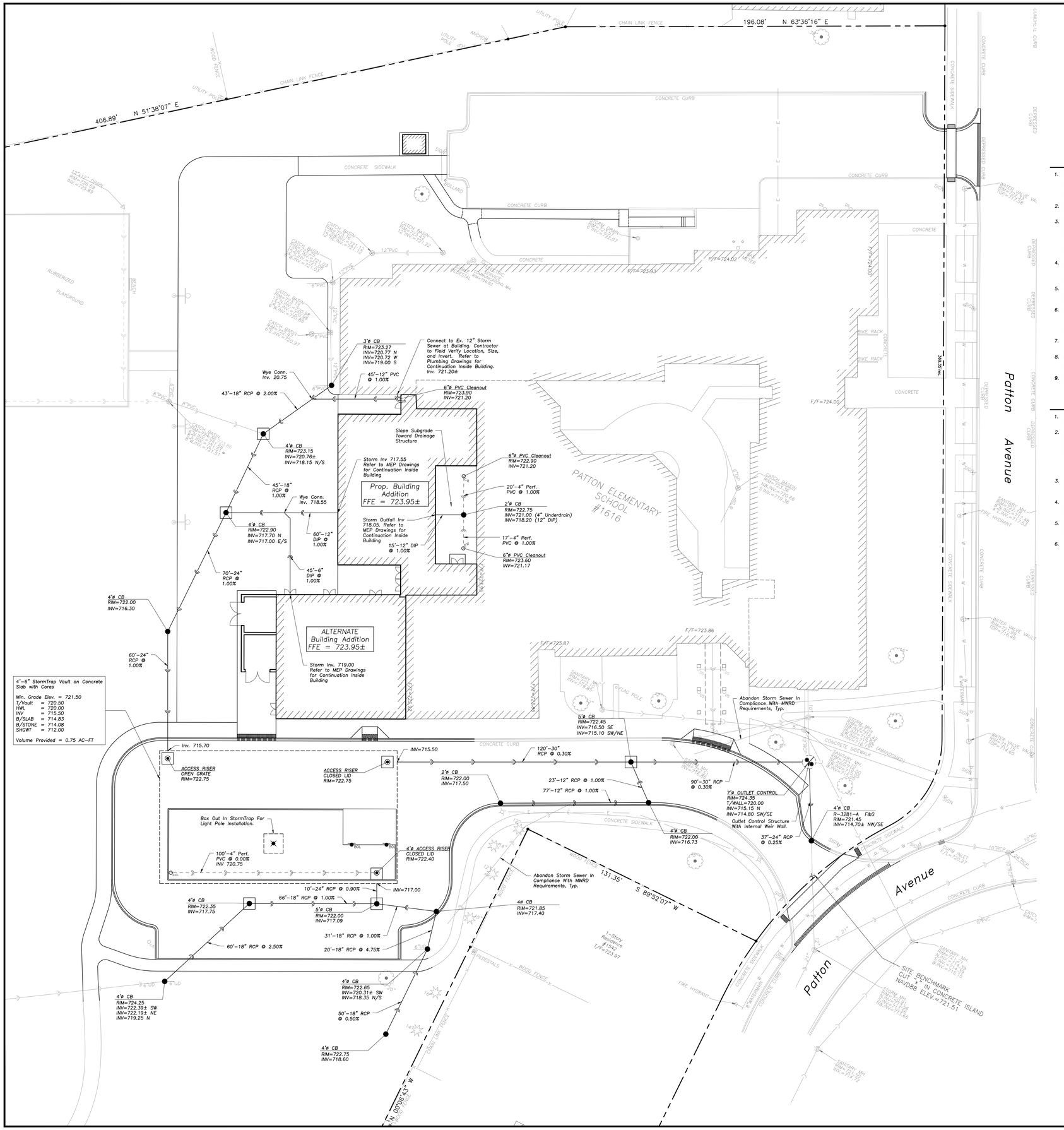
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196.08' N 63°36'16" E
CHAIN LINK FENCE
WOOD FENCE
UTILITY POLE
ANCHOR
CONCRETE CURB
CONCRETE SIDEWALK
BOLLARD
CONCRETE
RUBBERIZED PLAYGROUND
FENCE
CATCH BASIN 6'E, 2'SQ. RIM=722.86 6"W INV=720.86
CATCH BASIN 6'E, 2'SQ. RIM=722.05 6"W INV=720.05
CATCH BASIN 6'E, 2'SQ. RIM=721.22 12"W INV=719.22
CATCH BASIN 6'E, 2'SQ. RIM=721.15 12"W INV=719.15
CATCH BASIN 6'E, 2'SQ. RIM=720.97 6"W INV=720.97
CATCH BASIN 6'E, 2'SQ. RIM=721.56 6"W INV=719.56
6"W INV=721.5
6"W INV=721.0
6"W INV=720.9
6"W INV=720.8
6"W INV=720.7
6"W INV=720.6
6"W INV=720.5
6"W INV=720.4
6"W INV=720.3
6"W INV=720.2
6"W INV=720.1
6"W INV=720.0
6"W INV=719.9
6"W INV=719.8
6"W INV=719.7
6"W INV=719.6
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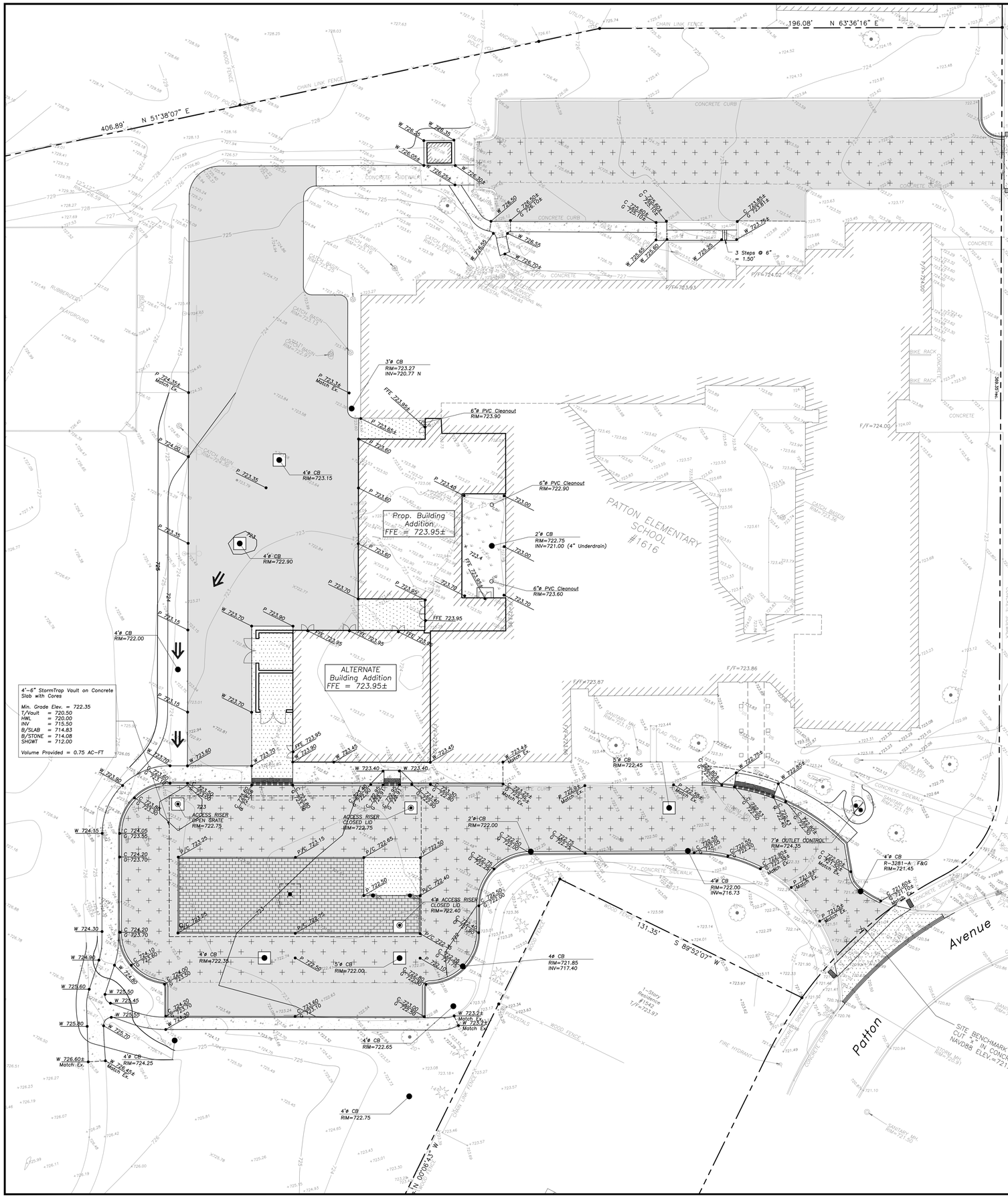
6"W




20 0 20 40 60

Scale: 1"=20'

## GRADING NOTES

1. *The Grading and Construction of Proposed Improvements Shall Be Done In A Manner Which Will Allow For Positive Drainage, and Not Cause Ponding of Stormwater on the Surface of Proposed Improvements.*
2. *All Landscaped Areas Disturbed By Construction Shall Be Respread With 6 Inches (Min.) to 12 Inches (Max.) Topsoil and Sodded Unless Noted Otherwise On The Landscape Drawings.*
3. *Maximum Sidewalk Cross Slopes Shall be 2.0%. Maximum Longitudinal Sidewalk Slope Shall Be 4.9%. Contact Engineer If Conflicts Exist.*
4. ***Rebuild Existing Structures and Adjust Rim Elevations to Match Proposed Ground Elevations.***

## PAVING & SURFACE LEGEND

**Asphalt Pavement Section**
*1 1/2" Hot Mix Asphalt,Mix D, IL-9.5, N50*
*2 1/2" Hot Mix Asphalt, IL-19.0, N50*
*Prime Coat (0.25 gal/sq yd)*
*4" Aggregate Base Course, Type B, Crushed, CA-6*
*4" Drainage Course, CA-7*
*Non-Woven Geotextile Fabric, 5 oz/sy*
***ADD ALTERNATE:** Tensar GeoGrid TX160*
*(Installed per Manufacturers Specifications)*

**Concrete Driveway Section**
*8" Portland Cement Concrete*
*6"x6" W2.9xW2.9 Welded Wire Fabric*
*6" Aggregate Base Course, Type B, Crushed*
*(Omit Welded Wire Fabric In Public ROW)*

**Concrete Sidewalk Section**
*5" Portland Cement Concrete*
*6"x6" W1.4xW1.4 Welded Wire Fabric*
*4" Aggregate Base Course, Type B, Crushed*
*(Omit Welded Wire Fabric In Public ROW)*

**Heavy-Duty Asphalt Pavement Section**
*2" Hot Mix Asphalt,Mix D, IL-9.5, N50*
*2 1/4" Hot Mix Asphalt, IL-19.0, N50*
*5" Hot Mix Asphalt Binder, IL-19.0, N50*
*Prime Coat (0.25 gal/sq yd)*
*4" Aggregate Base Course, Type B, Crushed*
***ADD ALTERNATE:** Tensar GeoGrid TX160*
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**BASE BID: Asphalt Pavement Section**
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*4" Aggregate Base Course, Type B, Crushed, CA-6*
*4" Drainage Course, CA-7*
*Non-Woven Geotextile Fabric, 5 oz/sy*
***ADD ALTERNATE:** Tensar GeoGrid TX160*
*(Installed per Manufacturer's Specifications)*
*Flush Band Curb Omitted If Base Bid Is Selected.*

***ALTERNATE: UniLock Eco-Priora Permeable Paver***
*Large or Small Square (TBD by Architect And/Or Owner)*
*Color: Heritage Brown*
*3-1/8" Paver Depth*
*1-1/2" CA-16 Setting Bed*
*6" Min. CA-7 (Variable Based On Pavement Slope)*
*12" CA-1 Permeable Subbase*
*Aggregate Subbase Stone Shall Be Wrapped In Non-Woven Geotextile Fabric As Required By The MWRD, Typ.*

Stormwater Overland Flow Path

Ridge Line/High Point

## LEGEND

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LICENSE NO. 184-003220
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Reserved for Seal:

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062-071456
REGISTERED PROFESSIONAL ENGINEER
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| No. | Date | Description |
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| LMR | JC | 05/22/23 |

Sheet Title:

GRADING AND PAVING PLAN

Sheet No:

C401


EEA - P:\Josh\Arlington Heights School Dist 25\2022 Kindergarten Additions\Drawings\Patton\Siteplan - Patton.dwg
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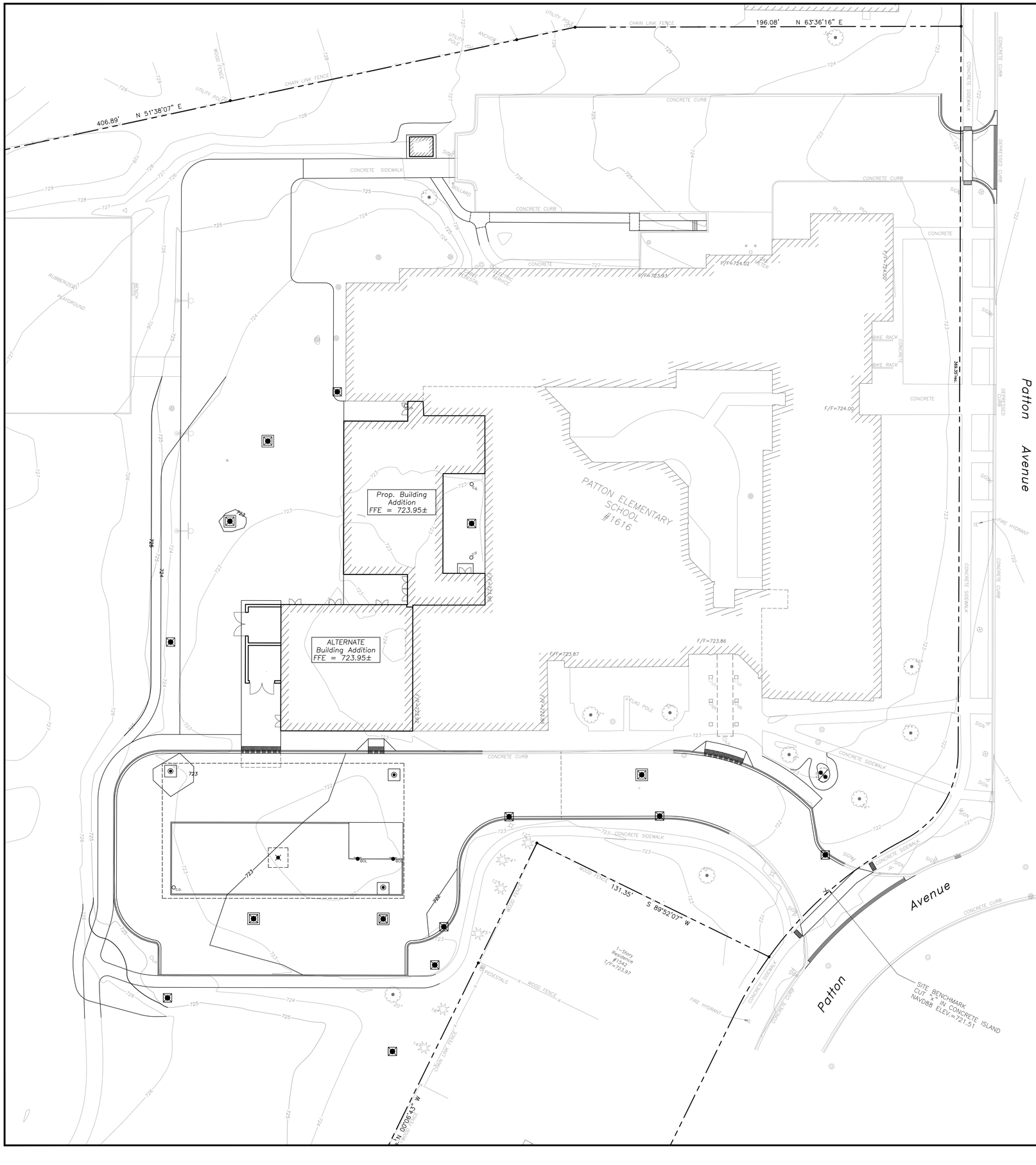


## SOIL EROSION & SEDIMENTATION CONTROL NOTES

1. *Illinois Urban Manual Shall Govern All Soil Erosion and Sediment Control, and Related Work.*
2. *Soil Disturbance Shall Be Conducted in Such a Manner as To Minimize Erosion. Soil Stabilization Measures Shall Consider the Time of Year, Site Conditions, and the Use of Temporary or Permanent Measures.*
3. *Soil Erosion and Sediment Control Features Shall Be Constructed Prior to the Commencement of Upland Disturbance.*
4. ***All Storm Sewer Structures That Are, Or Will Be, Functioning During Construction Shall Be Protected, Filtered, Or Otherwise Treated To Remove Sediment. The General Contractor Shall Use "Catch-All" Inlet Protectors (or equal) and Filter Wattles Around The Grate In Landscaped Areas And "Catch-All" Inlet Protectors (or equal) In Paved Areas To Prevent Siltation.***
5. *Install And Maintain Silt Fence At The Perimeter Of The Construction Zone And Wetland Areas And As Shown On The Plans. Maintain Silt Fence Throughout Construction And Until Vegetation Has Been Fully Established.*
6. *The Erosion Control Measures Indicated On The Drawings Are The Minimum Requirements. Additional Measures May Be Required As Directed By The Qualified Soil and Erosion Sediment and Control Inspector Or Governing Agency.*
7. *Unless Otherwise Indicated on the Drawings, Stabilize All Disturbed Ground Areas Where Slopes Exceed 6:1 or Within Swales with North American Green BioNet SC150BN Erosion Control Blanket, or Approved Equal.*
8. *Report Releases of Reportable Quantities of Oil or Hazardous Materials If They Occur In Accordance with IEPA NPDES Requirements.*
9. *All Concrete Washout Shall Conform To The "Temporary Concrete Washout Facility" Standards (Code 954) of the Illinois Urban Manual, Latest Edition.*
10. *Dewatering of Excavations Shall be Performed in a Manner Such as Through the use of Filter Bags or Polymer Treated Dewatering Swales, so as to Not Discharge Sediment Laden Water Into Storm Sewers Tributary to Open Water.*

## SOIL EROSION & SEDIMENTATION CONTROL LEGEND

- Silt Fence
- Erosion Control Blanket North American Green DS75 Or Approved Equal ALL DISTURBED LANDSCAPED AREAS Unless Noted Otherwise On Landscape Plans
- Catch-All, Pork Chop Sediguard (or equal) Paved or Existing Stabilized Areas

20 0 20 40 60

Scale: 1"=20'

## LEGEND

| EXISTING | | PROPOSED |
|---|---|---|
| | Manhole | |
| | Catch Basin | |
| | Inlet | |
| | Area Drain | |
| $O_{CO}$ | Clean Out | $O_{CO}$ |
| | Flared End Section | |
| S | Storm Sewer | S |
| SA | Sanitary Sewer | SA |
| SA/S | Combined Sewer | SA/S |
| W | Water Main | W |
| G | Gas Line | G |
| OH | Overhead Wires | OH |
| E | Electrical Cable (Buried) | E |
| T | Telephone Line | T |
| | Fire Hydrant | |
| | Valve Vault | |
| | Buffalo Box | |
| $O_{DS}$ | Downspout | $O_{DS}$ |
| $O_{BOL}$ | Bollard | $O_{BOL}$ |
| | Gas Valve | |
| | Gas Meter | |
| | Electric Meter | |
| | ComEd Manhole | |
| | Hand Hole | |
| | Light Pole | |
| | Light Pole w/ Mast Arm | |
| | Utility Pole | |
| | Telephone Pedestal | |
| | Telephone Manhole | |
| | Sign | |
| | Fence | |
| | Accessible Parking Stall | |
| | Curb & Gutter | |
| | Depressed Curb | |
| x C 782.50 | Curb Elevation | C 782.50 |
| x G 782.00 | Gutter Elevation | G 782.00 |
| x P 783.25 | Pavement Elevation | P 783.25 |
| x W 782.10 | Sidewalk Elevation | W 782.10 |
| x 784.0 | Ground Elevation | x 784.0 |
| x T/W 785.20 | Top of Retaining Wall Elevation | T/W 785.20 |
| 781 | Swale | 781 |
| | Contour Line | |
| | Deciduous Tree | |
| | Coniferous Tree | |
| | Brushline | |
| | Tree Protection Fencing at Drip Line | |

## GENERAL NOTES

1. *The Location of Existing Underground Utilities, Such As Watermains, Sewers, Gas Lines, Etc., As Shown On The Plans, Has Been Determined From The Best Available Information and Is Given For The Convenience of The Contractor. However, The Owner and The Engineer Do Not Assume Responsibility In The Event That During Construction, Utilities Other Than Those Shown May Be Encountered, and That The Actual Location of Those Which Are Shown May Be Different From The Location As Shown On The Drawings. Contact Engineer Immediately If Surface and/or Subsurface Features Are Different Than Shown On The Drawings.*
2. *Notify The Engineer Without Delay of Any Discrepancies Between the Drawings and Existing Field Conditions.*
3. ***Contractor Shall Provide Private Utility Locating Services for the Project Area.***
4. *Notify The Owner, Engineer and The **Village of Arlington Heights** A Minimum of 48 Hours In Advance of Performing Any Work.*
5. *All Areas, On or Off Site, Disturbed During Construction Operations and Not Part of the Work As Shown Hereon Shall Be Restored To Original Condition to the Satisfaction of the Owner at No Additional Cost to the Owner. It is Incumbent Upon Contractor to Show That Damaged Areas Were Not Disturbed By Construction Operations.*
6. *These Drawings Assume That The Contractor Will Utilize An Electronic Drawing File (DWG) to Stake All Site Improvements Accordingly. **Contractor Shall Re-Establish Horizontal Control. Horizontal Control Points Not Provided.***
7. *No Person May Utilize The Information Contained Within These Drawings Without Written Approval From Eriksson Engineering Associates, Ltd.*
8. *The Engineer Is Furnishing These Drawings For Construction Purposes As A Convenience To The Owner, Architect, Surveyor, or Contractor. Prior To The Use Of These Drawings For Construction Purposes, The User Of This Media Shall Verify All Dimensions And Locations Of Buildings With The Foundation Drawings And Architectural Site Plan, and Coordinate All Dimensions and Locations of All Site Items. If Conflicts Exist The User Of This Information Shall Contact The Engineer Immediately.*
9. ***Provide An As-built Survey Prepared By A Licensed Professional Land Surveyor In Accordance With The Authorities Having Jurisdiction Which Shall Include As a Minimum All Detention Basins and Best Management Practices, Include All Storm and Sanitary Sewers, Structure Locations, Sizes, Rim and Invert Elevations, Final Detention Volume Calculations For The Basin(s), Watermain and Valve and Appurtenance Locations.***
10. *The Illinois Department Of Transportation Standard Specifications For Road And Bridge Construction Latest Edition, And All Addenda Thereto, Shall Govern The Earthwork And Paving Work Under This Contract Unless Noted Otherwise.*

## SURVEY PROVIDED BY:

*Plat of Survey and Topography Provided By R.E. Allen and Associates, Ltd. For Eriksson Engineering Associates on November 12, 2018. Order Number F33-16.*

## PROJECT BENCHMARKS

*Source Benchmark:*
*Monument Recovery Sheet*
*Village of Arlington Heights, IL*
*Location Address:*
*515 Palatine Road*
*Monument 32*
*3" Dia. Brass Disc In Concrete, 5" Above Ground, 44'± South Of The Centerline Of Frontage Road (Palatine Road) And 21'± East Of The Centerline Of Fernandez Avenue (Stamped 114B)*
*NAVD88 Elevation = 713.78*
*SITE BENCHMARK:*
*Survey Control Point, Cut "X" in Concrete Island*
*Elevation: 721.51 NAVD88*
*Easting: 1075702.92*
*Northing: 1981620.54*

## J.U.L.I.E.

*Note: The exact location of all utilities shall be verified by the contractor prior to construction activities. For utility locations call: J.U.L.I.E. 1 (800) 892-0123*


ERIKSSON ENGINEERING ASSOCIATES, LTD.
145 COMMERCE DRIVE, SUITE A
GRAYSLAKE, ILLINOIS 60030
PHONE (847) 223-4804
FAX (847) 223-4864
EMAIL INFO@EEA-LTD.COM
PROFESSIONAL DESIGN FIRM
LICENSE NO. 184-003220
EXPIRES: 04/30/2023


# PATTON ELEMENTARY SCHOOL BUILDING ADDITION AND RENOVATIONS

1616 N. PATTON AVENUE
ARLINGTON HEIGHTS, ILLINOIS

Reserved for Seal:

JOSHUA J. CAPP
062-071456
REGISTERED PROFESSIONAL ENGINEER OF ILLINOIS

| No. | Date | Description |
|---|---|---|
| | 05/22/23 | ISSUE FOR PLAN COMMISSION |


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| Design By: | Approved By: | Date: |
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| LMR | JC | 05/22/23 |

Sheet Title:

SITE EROSION AND SEDIMENT CONTROL PLAN

Sheet No:

C501


EEA - P:\Josh\Arlington Heights School Dist 25\2022 Kindergarten Additions\Drawings\Patton\Siteplan - Patton.dwg
Plotted: 5/19/23 @ 9:54am By: irosenbauer

## GENERAL NOTES

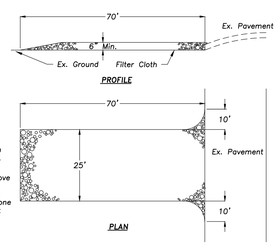
*STONE SIZE* – Use IDOT gradation CA–1 aggregate stone.

*MAINTENANCE* – The entrance shall be maintained in a condition which will prevent tracking or flowing of sediment onto public rights–of–way. This may require periodic top dressing with additional stone as conditions demand and repair and/or clean–out of any measures used to trap sediment. All sediment spilled, dropped, washed, or tracked onto public rights–of–way must be removed immediately.

*FILTER CLOTH* – Will be placed over the entire area prior to placing stone. Conform to Illinois Urban Manual Section 592, Type I, II, or IV.

*WASHING* – Wheels shall be cleaned to remove sediment prior to entrance onto public rights–of–way. When washing is required it shall be done on an area stabilized with stone and which drains into an approved sediment trapping device.

*Periodic inspection and needed maintenance shall be provided after each rain.*




## STABILIZED CONSTRUCTION ENTRANCE
## NOT TO SCALE

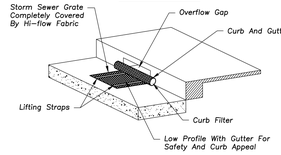
Note: *The Dandy Bag Will Be Manufactureed In The Usa From A Woven Monofilament Fabric That Meets Or Exceeds The Following Specifications:*

Hi–flow Dandy Bag (safety Orange)

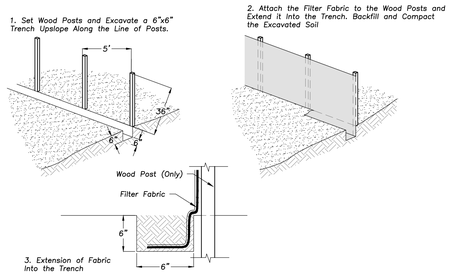
| Mechanical Properties | Test Method | Units | Manv |
|---|---|---|---|
| Grab Tensile Strength | Astm D 4632 | Kn (lbs) | 1.12 (250) X 1.89 (200) |
| Puncture Strength | Astm D 4833 | Kn (lbs) | 0.56 (125) |
| Puncture Strength | Astm D 4833 | Kn (lbs) | 0.56 (125) |
| Mullen Burst Strength | Astm D 3786 | Kpa (psi) | 2927 (425) |
| Unleaving Test Strength | Astm D 4632 | Kn (lbs) | 4.45 (1000) X 4.45 (1000) |
| Apparent Opening Size | Astm D 4751 | Mm (us Std Sieve) | 0.425 (40) |
| Flow Rate | Astm D 4491 | Liters/m.sq./sec (gal/min/s.f.) | 3060 (1250) |
| Permittivity | Astm D 4491 | Sec $^{-1}$ | 2.1 |

**note: All Dandy Bags O Can Be Ordered With Our Optional Oil Absorbent Pillows*

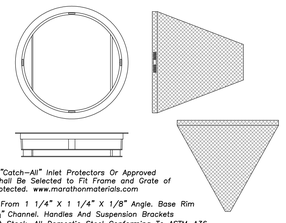
### DANDY CURB BAG




## DANDY CURB BAG SEDIMENT CONTROL DEVICE




## SILT FENCE CONSTRUCTION (AASHTO 288–00)



*General Notes:*

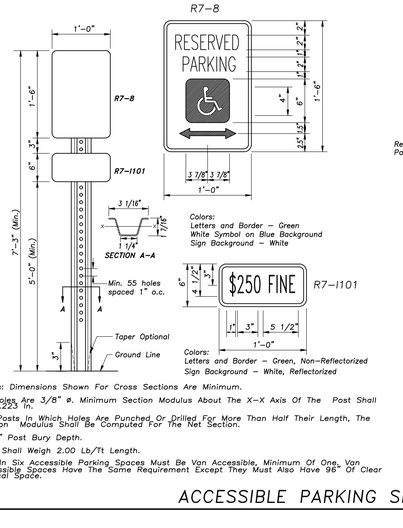
*Use Marathon Materials, Inc., "Catch–All" Inlet Protectors Or Approved Equal. Inlet Protector Types Shall Be Selected To Fit Frame and Grate of Open Lid Structures to Be Protected. www.marathonmaterials.com*

*Frame: Top Flange Fabricated From 1 1/4" X 1 1/4" X 1/8" Angle. Base Rim Fabricated From 1 $\frac{1}{2}$" x $\frac{1}{2}$" x $\frac{1}{8}$" Channel. Handles And Suspension Brackets Fabricated From 1 $\frac{1}{2}$" x $\frac{1}{2}$" Flat Stock. All Domestic Steel Conforming To ASTM–A36*

*Sediment Bag: Bag Fabricated From 4 Oz./sq.yd. Non–woven Polypropylene Geotextile Reinforced With Polyester Mesh. Bag Secured To Base Rim With A Stainless Steel Strap And Lock.*

*Install Baskets In All Existing Storm Inlets Prior To Construction And All New Storm Inlets Immediately After Installation. Contractor Shall Maintain Throughout Construction Activities.*

## INLET PROTECTORS – SEDIMENT BAG




Notes: *Dimensions Shown For Cross Sections Are Minimum.*

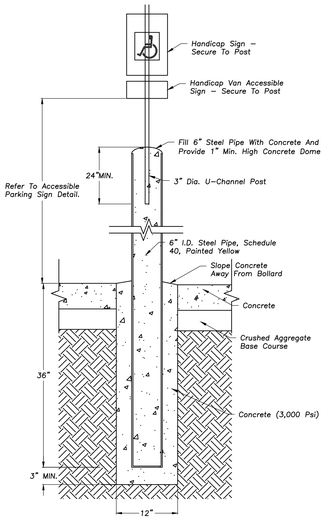
*All Holes Are 3/8" ø. Minimum Section Modulus About The X–X Axis Of The Post Shall Be 0.223 In.*

*For Posts In Which Holes Are Punched Or Drilled For More Than Half Their Length, The Section Modulus Shall Be Computed For The Net Section.*

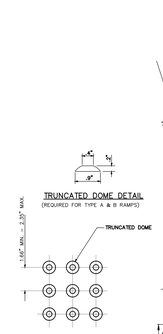
*3'–6" Post Bury Depth.*

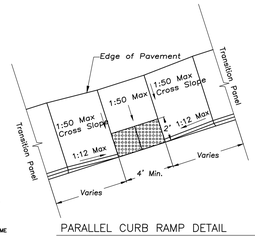
*Post Shall Weigh 2.00 Lb/Ft Length.*

*One In Six Accessible Parking Spaces Must Be Van Accessible, Minimum Of One, Van Accessible Spaces Have The Same Requirement Except They Must Also Have 96" Of Clear Vertical Space.*

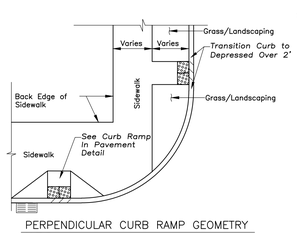



## ACCESSIBLE PARKING SIGN IN BOLLARD

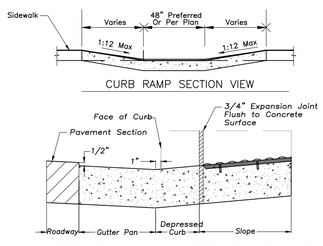


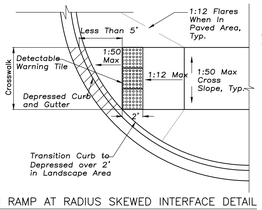




PARALLEL CURB RAMP DETAIL
N.T.S

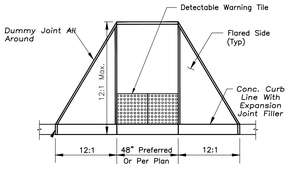



PERPENDICULAR CURB RAMP GEOMETRY
N.T.S




CURB RAMP AT RADIUS SKEWED INTERFACE DETAIL
N.T.S




CURB RAMP IN PAVEMENT
N.T.S

GENERAL NOTES

Description:
*This work shall consist of constructing sidewalk curb ramps with detectable warnings in compliance with the Americans with Disabilities Act, Accessibility Guidelines (ADAAG). The detectable warnings shall consist of an area of truncated domes that provide both visual and tactile cues to pedestrians who are about to enter into traffic.*

*The detectable warnings shall present a contrast in color from the adjacent sidewalk.*

Construction Requirements:
1. *Ramps Shall Be Located As Shown On Plans In Alignment With Normal Sidewalk And/or Crosswalk And Shall Have Sufficient Curb Length At Corner Radius To Prevent Vehicular Encroachment.*
2. *Curb Ramps At Marked Crossings Shall Be Wholly Contained Within The Markings Excluding Flared Sides.*
3. *In No Case Shall Expansion Joints That Are Constructed In Curbs And Gutters At Or Near Corner Radiuses Be Located Within The Accessible Ramp Areas.*
4. *Where Preformed Joint Filler (p.j.f) Is Installed Against A Curved Surface, The Contractor Shall Use A Flexible Filler In Accordance With The Illinois Department Of Transportation (IDOT) Standard Specifications.*

Equipment: *Equipment for the detectable warning area of the curb ramps shall meet the requirements of the Authorities haveing Jurisdiction.*

DETECTABLE WARNING SURFACE TILES

*Provide Surface Applied Detectable/Tactile Warning Surface Tiles which comply with the detectable warnings on walking surfaces section of the Americans with Disabilities Act (Title III Regulations, 28 CFR Part 36 ADA STANDARDS FOR ACCESSIBLE DESIGN, Appendix A, Section 4.29.2*

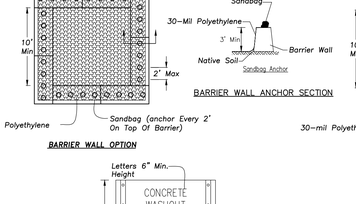
*Dimensions: Cast In Place Detectable/Tactile Warning Surface Tiles shall be held within the following dimensions and tolerances:*
*Length and Width In One of the Following as Necessary for the Dimensions of the Surface In Which the Detectable Warning is Proposed: 12x12 24x24 24x36 24x48 24x60 36x48 36x60 nominal. No Cutting of Tiles is Allowed.*

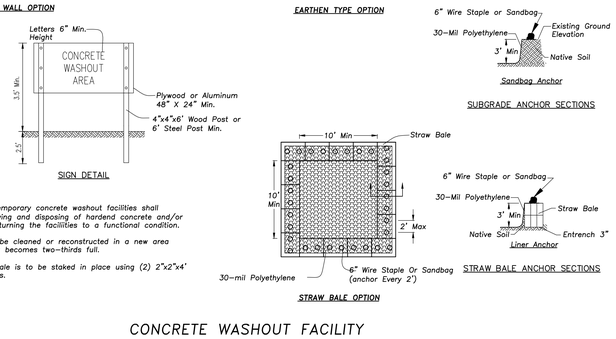
*Installation of Detectable/Tactile Warning Surface Tiles Per Manufacturer's Instructions.*

*Verify With the Local Authorities Having Jurisdiction that Detectable/Tactile Warning Surface Tiles are an Acceptable Method of Providing for the Detectable Warning Surface.*

*Verify With the Local Authorities Having Jurisdiction that the Manufacturer's Products are Acceptable for the Detectable Warning Surface.*

## ACCESSIBLE RAMPS FOR SIDEWALKS




NOTES:

1. *Maintaining temporary concrete washout facilities shall include removing and disposing of hardend concrete and/or slurry and returning the facilities to a functional condition.*
2. *Facility shall be cleaned or reconstructed in a new area once washout becomes two–thirds full.*
3. *Each straw bale is to be staked in place using (2) 2"x2"x4' wooden stakes.*

## CONCRETE WASHOUT FACILITY


ERIKSSON ENGINEERING ASSOCIATES, LTD.
145 COMMERCE DRIVE, SUITE A
GRAYSLAKE, ILLINOIS 60030
PHONE (847) 223-4804
FAX (847) 223-4864
EMAIL INFO@EEA-LTD.COM
PROFESSIONAL DESIGN FIRM
LICENSE NO. 184-003220
EXPIRES: 04/30/2023


# PATTON ELEMENTARY SCHOOL
# BUILDING ADDITION AND RENOVATIONS

1616 N. PATTON AVENUE
ARLINGTON HEIGHTS, ILLINOIS

Reserved for Seal:

JOSHUA J. CAP
062-071456
REGISTERED PROFESSIONAL ENGINEER
OF
ILLINOIS

| No. | Date | Description |
|---|---|---|
| | 05/22/23 | ISSUE FOR PLAN COMMISSION |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| Design By: | Approved By: | Date: |
|---|---|---|
| LMR | JC | 05/22/23 |

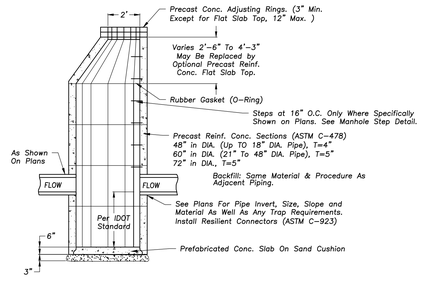
Sheet Title:

SITE WORK DETAILS

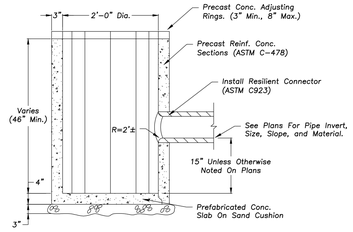
Sheet No:

C601


EEA – P:\Josh\Arlington Heights School Dist 25\2022 Kindergarten Additions\Drawings\Patton\Siteplan – Patton.dwg
Plotted: 5/19/23 @ 9:55am By: lrosenbauer



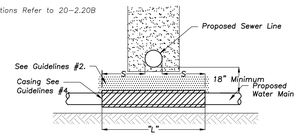

## CATCH BASIN




## CATCH BASIN – 2' DIA.

*(Taken From Standard Specifications for Water and Sewer Main Construction in Illinois, May 1996)*

*Note: Compactions Refer to 20-2.20B*




**Proposed Water Main Below Existing Sewer Line With 18" Minimum Vertical Separation.**

*Guidelines*

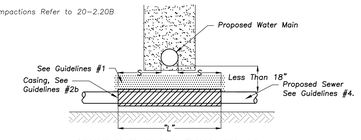
*Note: "S" is the length necessary to provide 10 feet of separation and measured perpendicular to existing sewer line.*

1. Omit select granular embedment and granular backfill to one (1) foot over top of watermain and use select excavated material (Class IV) and compact the length of "L".
2. If select granular backfill exists, remove within width of existing sewer line trench and replace with select excavated material (Class IV) and compact.
3. Provide adequate support for existing sewer line to prevent damage due to settlement.
4. Use "L" feet of water main material for casing of proposed water main and seal ends of casing.

## WATER AND SEWER SEPARATION REQUIREMENTS

*(Taken From Standard Specifications for Water and Sewer Main Construction in Illinois, May 1996)*

*Note: Compactions Refer to 20-2.20B*




**Proposed Sewer Line Below Existing Water Main With Less Than 18" Vertical Separation**

*Guidelines*

*Note: "S" is the length necessary to provide 10 feet of separation and measured perpendicular to existing sewer line.*

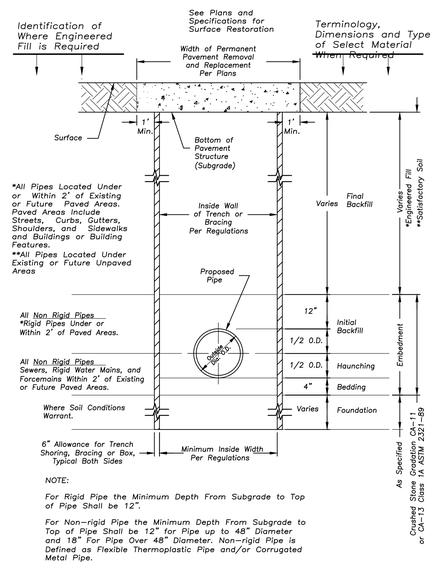
1. Omit select granular embedment and granular backfill to one (1) foot over top of watermain and use select excavated material (Class IV) and compact for "S" feet on each side of water main.

2a. Construct "L" feet of proposed sewer or water main material and pressure test, or;

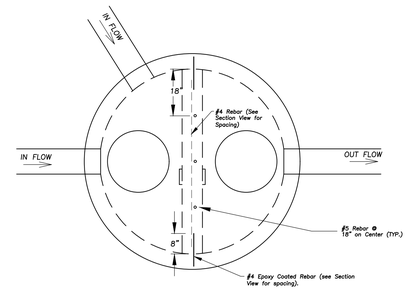
2b. Use "L" feet of water main material for casing of proposed sewer and seal ends of casing.

3. Provide adequate support for existing water main to prevent damage due to settlement of sewer trench.

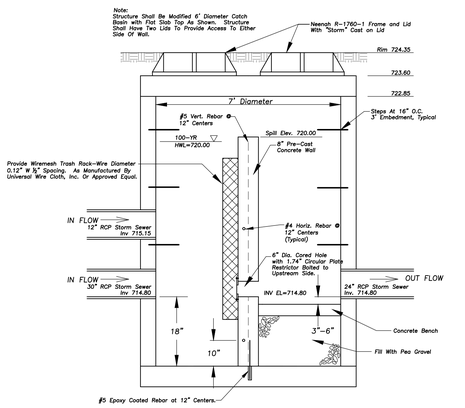
## WATER AND SEWER SEPARATION REQUIREMENTS




## STANDARD SEWER AND WATER TRENCH SECTION




PLAN VIEW
NOT TO SCALE




## RESTRICTOR STRUCTURE



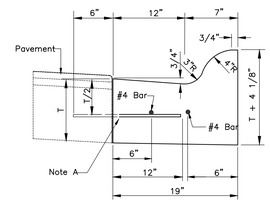

## CLEANOUT



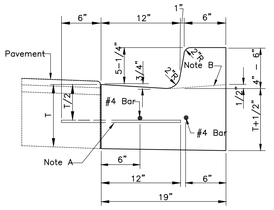

NOTES:

1. A 1" EXPANSION JOINT SHALL BE INSTALLED AT ALL POINTS OF CURVATURE FOR SHORT RADIUS (UNDER 25 FT.) CURVES. MAXIMUM EXPANSION JOINT SPACING IS 50'. EXPANSION JOINTS SHALL BE CONSTRUCTED WITH 1" THICK PREFORMED EXPANSION JOINT FILLER CONFORMING TO THE CURB AND GUTTER CROSS SECTION AND SHALL BE PROVIDED WITH ONE 1-1/4" DIAMETER, 18" LONG, COATED SMOOTH DOWEL BAR. THE DOWEL BAR SHALL BE FITTED WITH A CAP WITH A PINCHED STOP WHICH PROVIDES A MINIMUM OF 1" OF EXPANSION.
2. MAXIMUM CONTRACTION/CONTROL JOINT SPACING SHALL BE (20') TWENTY FEET.

## FLUSH CURB




## ROLL TYPE CURB



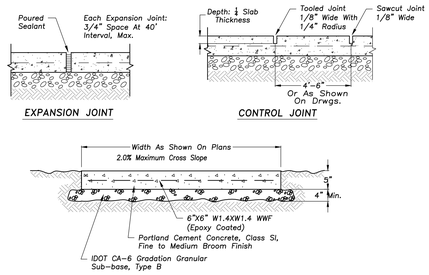

## B-6.12 CURB & GUTTER

<u>Notes:</u>

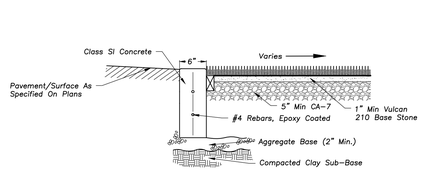
1. 2-#4 Longitudinal Bars 20 Feet In Length With 12" Overlaps, At 60' Intervals, Except At Expansion Joints.
2. Expansion Joints Shall Be A Minimum Of 3/4" Preformed Expansion Material And Shall Be Provided With A 1" Dia. X 18" Coated Smooth Dowel Bar Fitted With A Cap That Will Allow A Minimum Of 1" Of Expansion.
3. Construction Joints Shall Be Template Formed Or Saw-cut ( Within 24 Hours Of Placement Of The Curb ) To 1/5th The Depth Of The Gutter Flag At 20ft. Intervals Or At The Joints Depth Of The Gutter Flag At 20ft. Intervals Or At The Joints In An Adjacent Concrete Pavement.

<u>Note "a"</u>
1/2" Dia. Steel Tie Bars @ 2'-6" Centers Grouted In Place Or 5/8" Dia. J-bolts Anchored In Place. (omit For Bituminous Base Course)

<u>Note "b"</u>
Profile For Depressed Curb @ Driveways And Ramps



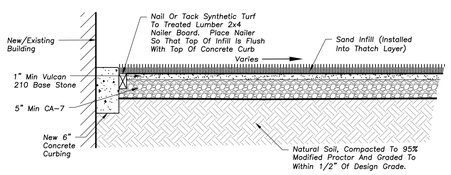

## PORTLAND CEMENT CONC. SIDEWALK



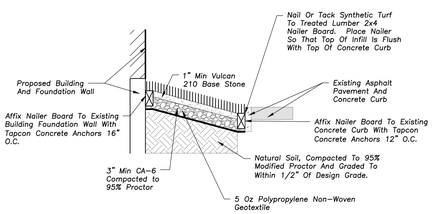

*Notes:*

1. A 1" Expansion Joint Shall Be Installed At All Points Of Curvature For Short Radius (Under 25 Ft.) Curves. Maximum Expansion Joint Spacing Is 50'. Expansion Joints Shall Be Constructed With 1" Thick Preformed Expansion Joint Filler Conforming To The Curb And Gutter Cross Section And Shall Be Provided With One 1-1/4" Diameter, 18" Long, Coated Smooth Dowel Bar. The Dowel Bar Shall Be Fitted With A Cap With A Pinched Stop Which Provides A Minimum Of 1" Of Expansion.
2. Maximum Contraction/Control joint spacing shall be (20') twenty feet.

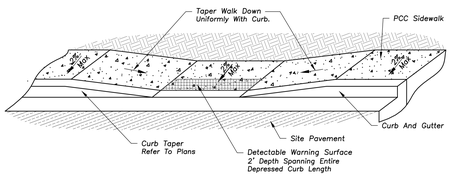
## MODIFIED TYPE B PERIMETER CURB WITH NAILER BOARD



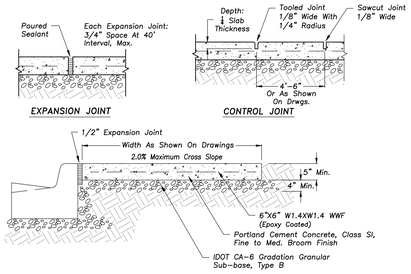

## SYNTHETIC TURF DETAIL




## SYNTHETIC TURF AT FOUNDATION DETAIL




## DEPRESSED ACCESSIBLE LANDING DETAIL




## PORTLAND CEMENT CONC. SIDEWALK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PROFESSIONAL DESIGN FIRM
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EXPIRES: 04/30/2023


# PATTON ELEMENTARY SCHOOL BUILDING ADDITION AND RENOVATIONS

1616 N. PATTON AVENUE
ARLINGTON HEIGHTS, ILLINOIS

Reserved for Seal:

JOSHUA J. CAP
062-071456
REGISTERED PROFESSIONAL ENGINEER
OF
ILLINOIS

| No. | Date | Description |
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| | 05/22/23 | ISSUE FOR PLAN COMMISSION |


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Sheet Title:

SITE WORK DETAILS

Sheet No:

C602


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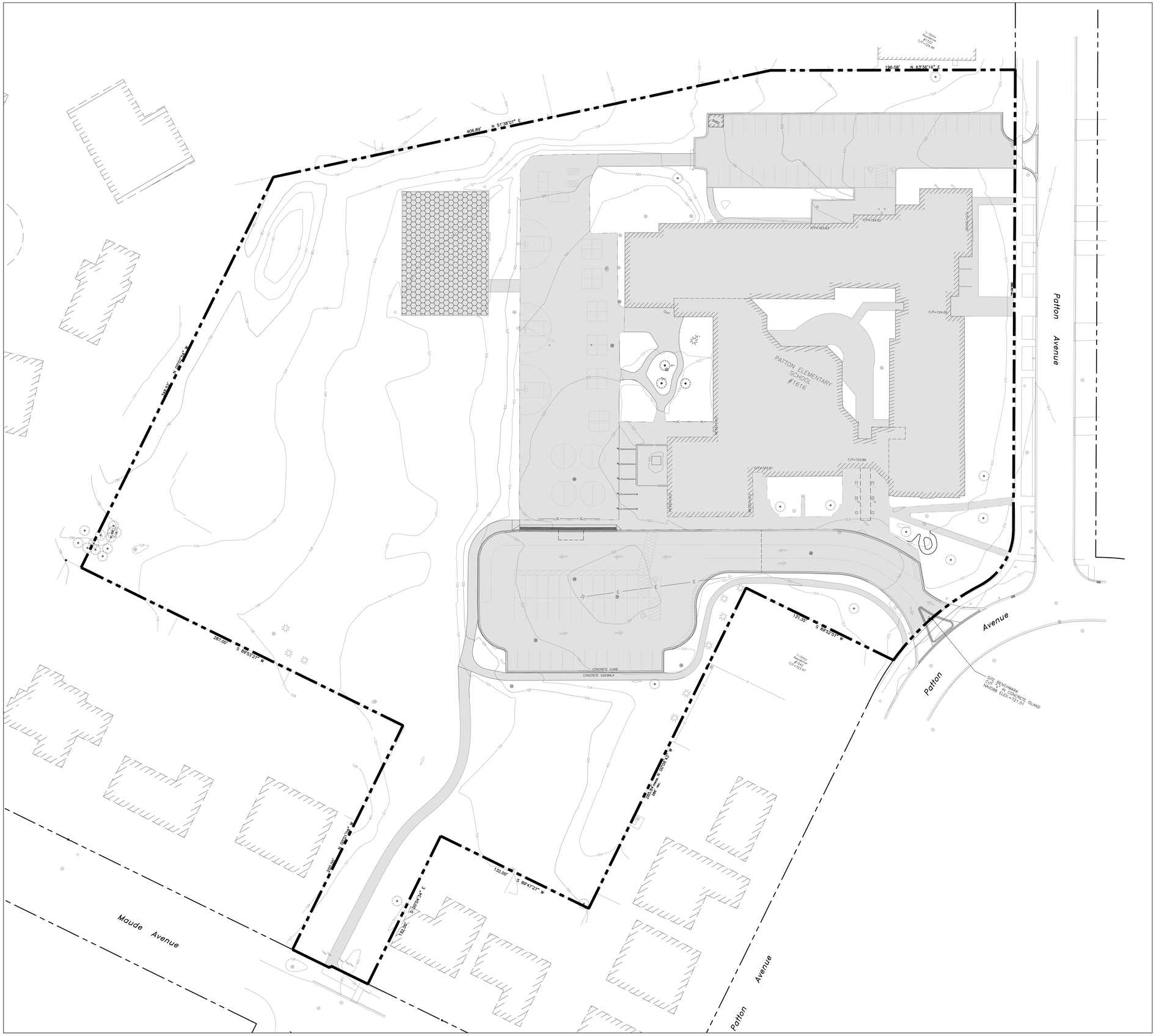


EXISTING CONDITIONS

30 0 30 60 90

Scale: 1"=30'

## EXHIBIT LEGEND

IMPERVIOUS AREA

PERMEABLE PLAYGROUND AREA

PROPERTY LINE
330,927 SF
7.60 ACRES

## EXISTING SITE CONDITIONS

IMPERVIOUS AREA
130,685 SF = 3.00 ACRES

PERMEABLE PLAYGROUND AREA
6,800 SF = 0.16 ACRES

PERVIOUS AREA
193,442 SF = 4.44 ACRES

RUNOFF COEFFICIENT
C = 0.68

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Sheet Title:

EXISTING SITE COVERAGE

Sheet No:

CX101

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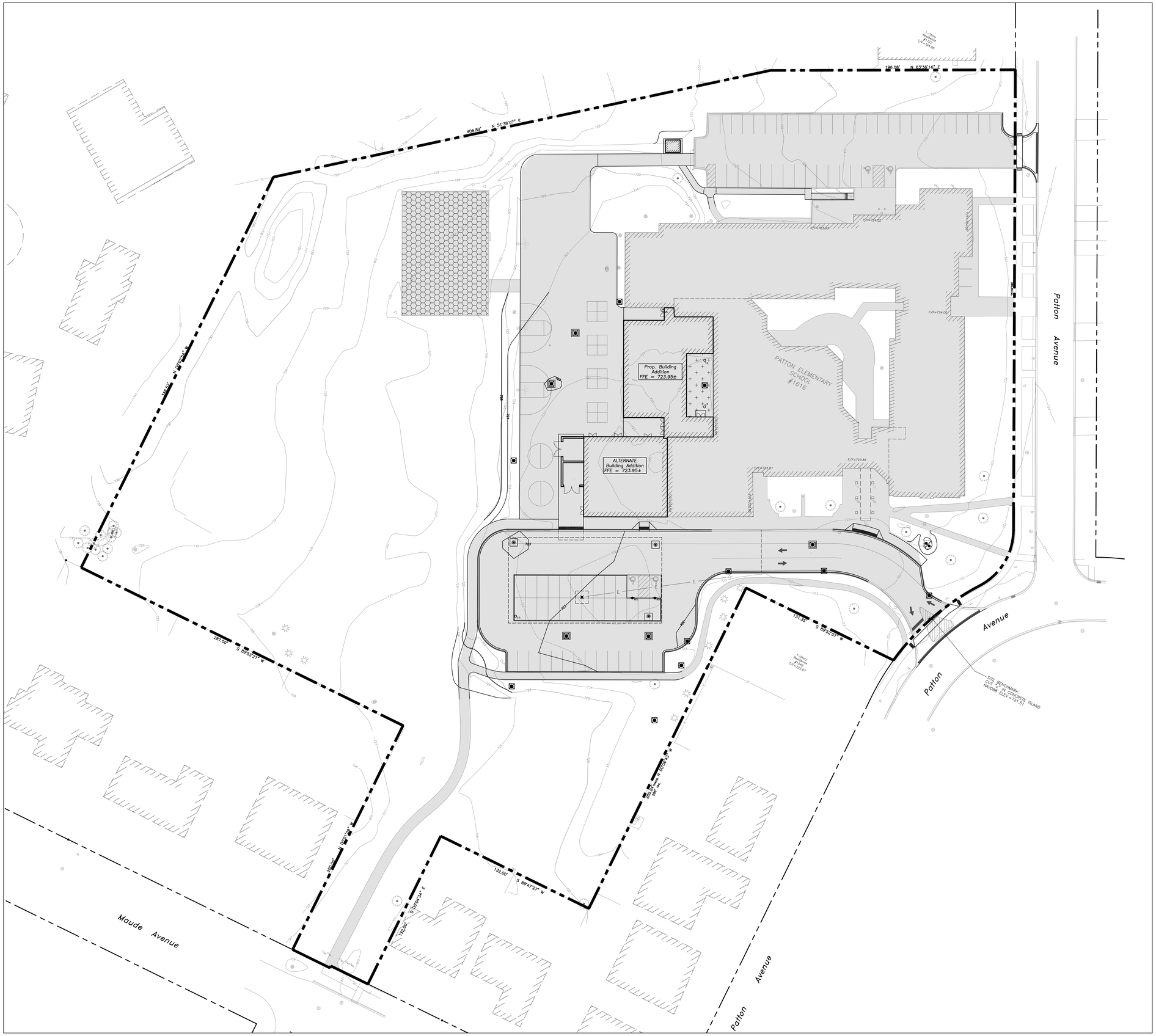


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# PATTON ELEMENTARY SCHOOL BUILDING ADDITION AND RENOVATIONS

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Sheet Title:
PROPOSED SITE COVERAGE

Sheet No:
CX102

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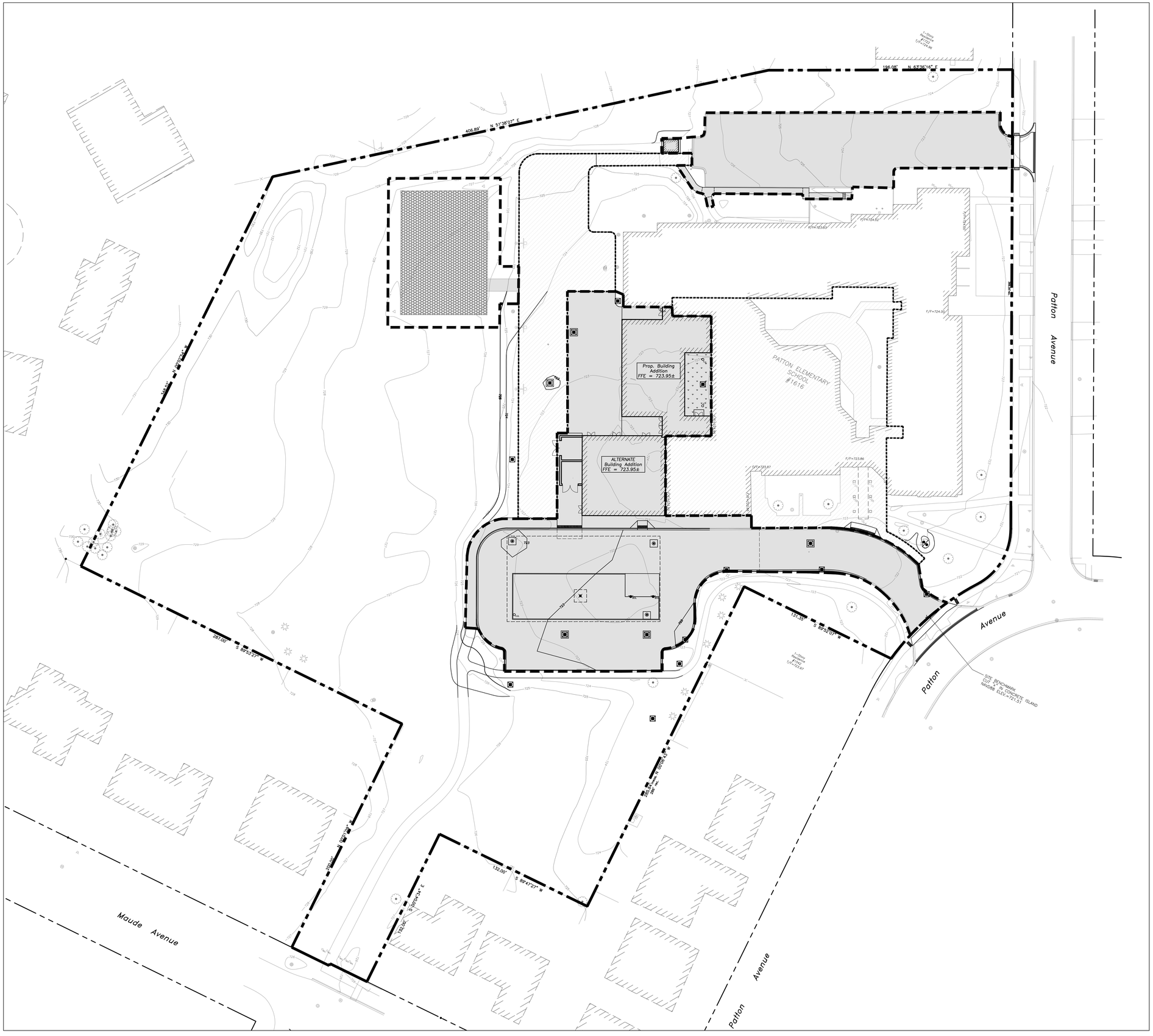


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# PATTON ELEMENTARY SCHOOL
# BUILDING ADDITION AND RENOVATIONS

1616 N. PATTON AVENUE
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Sheet Title:
PROPOSED DEVELOPMENT AREA (VILLAGE SWM)

Sheet No:
CX201

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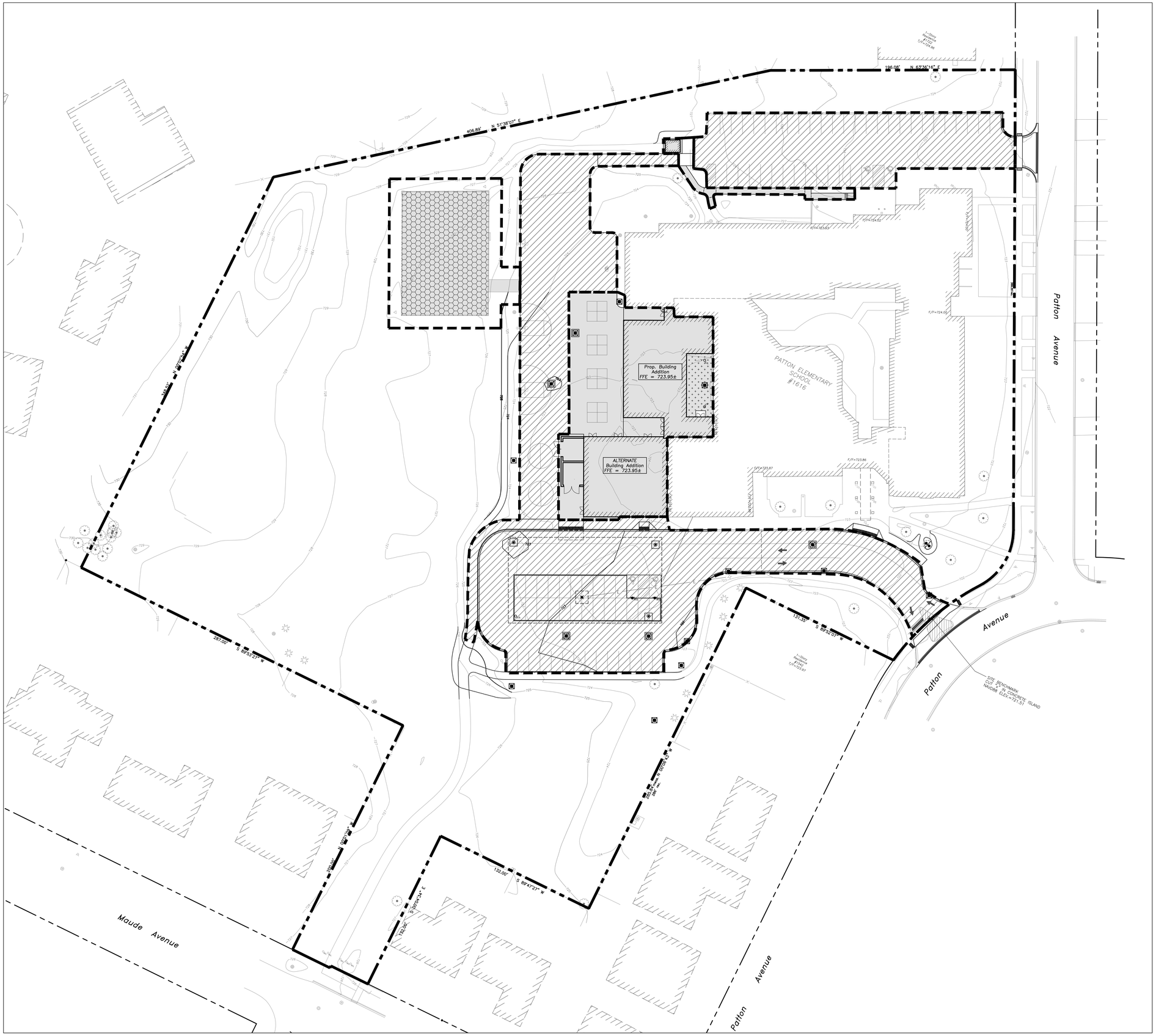
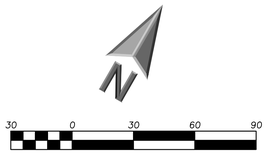



PROPOSED CONDITIONS




Scale: 1"=30'

## EXHIBIT LEGEND

- IMPERVIOUS AREA
- PERMEABLE PLAYGROUND AREA
- SYNTHETIC TURF AREA
- PAVEMENT MAINTENANCE (Excluded From SWM Calculations) ±56,100 SF 1.29 ACRES
- PROPERTY LINE ±330,927 SF 7.60 ACRES
- DEVELOPMENT AREA (MWRD) ±30,580 SF 0.70 ACRES
- MAINTENANCE AREA (MWRD) ±56,000 SF 1.29 ACRES

## PROPOSED CONDITIONS

IMPERVIOUS AREA
18,080 SF = 0.42 ACRES

PERMEABLE PLAYGROUND AREA
6,960 SF = 0.16 ACRES

PERVIOUS AREA
4,500 SF = 0.10 ACRES

SYNTHETIC TURF AREA
1,040 SF = 0.02 ACRES

RUNOFF COEFFICIENT
C = 0.80

## SWM REQUIREMENTS

MWRD:

PROPOSED DEVELOPMENT AREA (NOMO B-75)
CN = 93.63
Release Rate = 0.14 CFS (0.20 CFS/AC, MWRD Allowable)

VOLUME CONTROL

Req'd = 0.035 AC-FT
Provided = 0.052 AC-FT
$CN_{Restored}$ = 87.94

REQ'D DETENTION VOLUME

Req'd Volume = 0.279 AC-FT

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# PATTON ELEMENTARY SCHOOL BUILDING ADDITION AND RENOVATIONS

1616 N. PATTON AVENUE
ARLINGTON HEIGHTS, ILLINOIS

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Sheet Title:

PROPOSED DEVELOPMENT AREA (MWRD SWM)

Sheet No:

CX202

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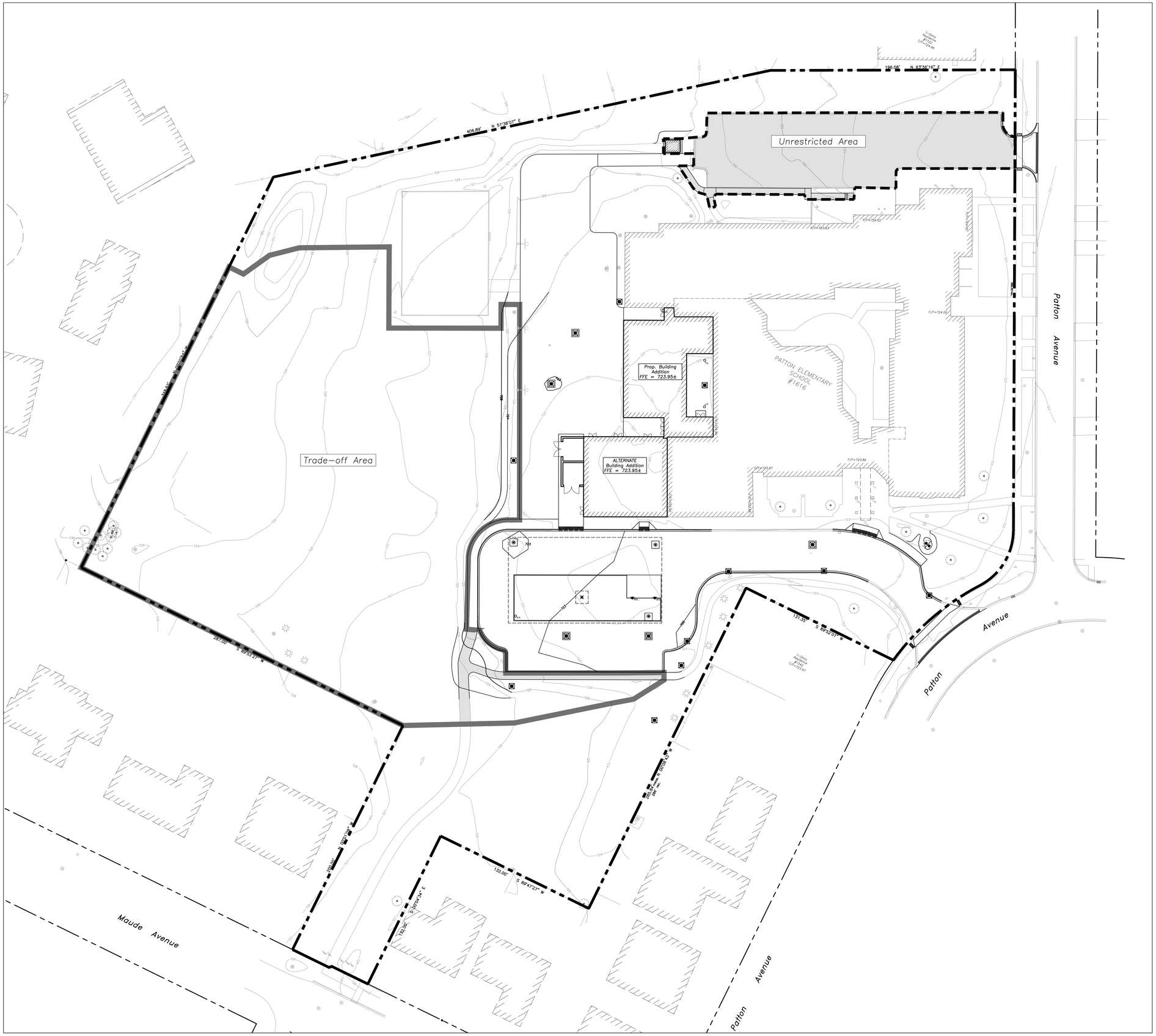


PROPOSED CONDITIONS

Scale: 1"=30'

## EXHIBIT LEGEND

IMPERVIOUS AREA

TRADE OFF AREA
±93,825 SF
2.15 ACRES

UNRESTRICTED AREA
±40,510 SF
0.93 ACRES

## TRADE OFF AREA

IMPERVIOUS AREA
17,000 SF = 0.20 ACRES

PERVIOUS AREA
98,340 SF = 1.95 ACRES

CURVE NUMBER
CN = 81.67

## RUNOFF VOLUME

TRADE OFF RUNOFF VOLUME (NRCS RUNOFF EQUATIONS)
= 1.14 AC–FT

UNRESTRICTED RUNOFF VOLUME (NRCS RUNOFF EQUATIONS)
= 0.65 AC–FT

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Sheet Title:

TRADE OFF AREA (VILLAGE SWM)

Sheet No:

CX203

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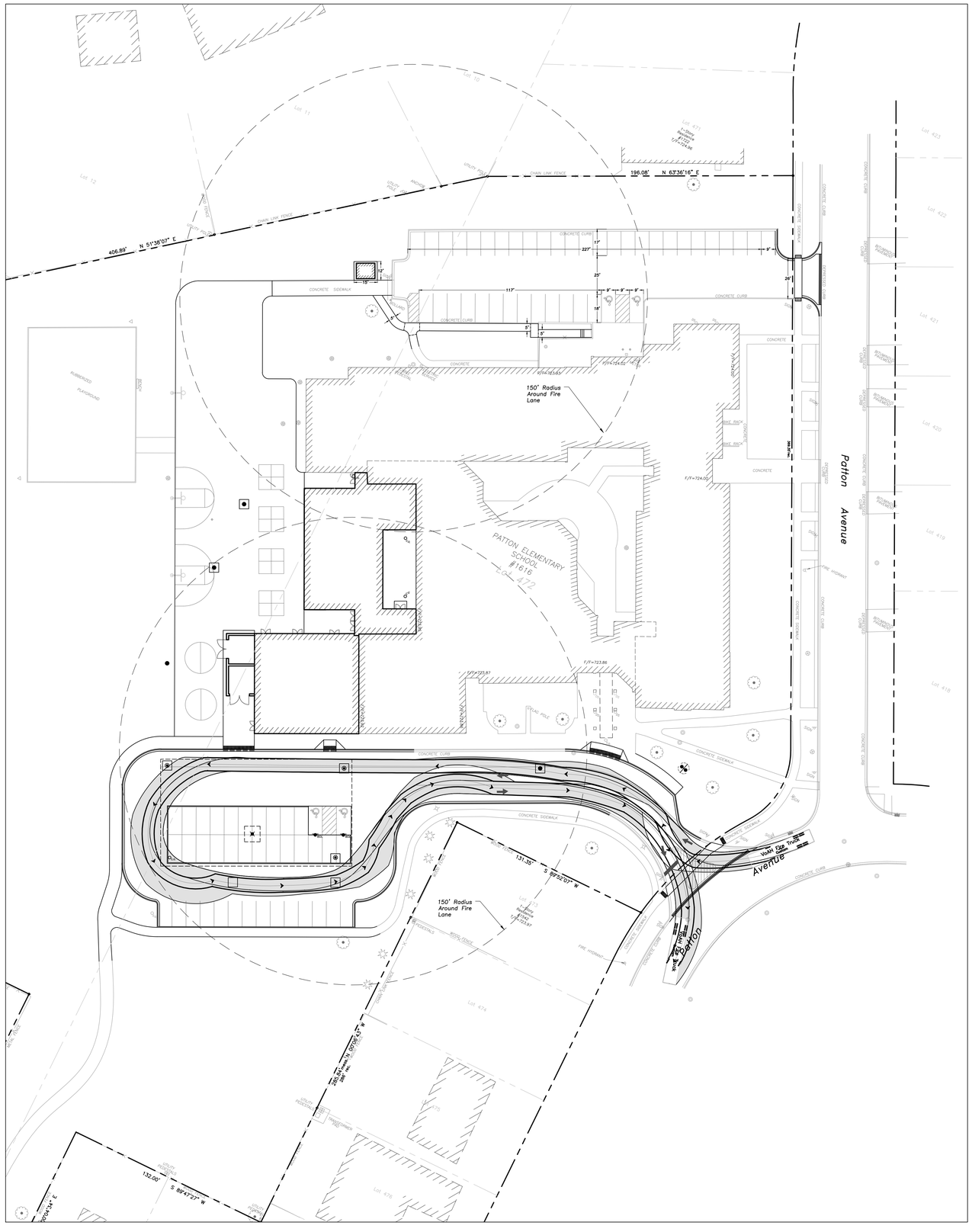


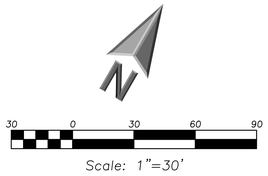


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Sheet Title:

FIRE TRUCK EXHIBIT

Sheet No:

CX401

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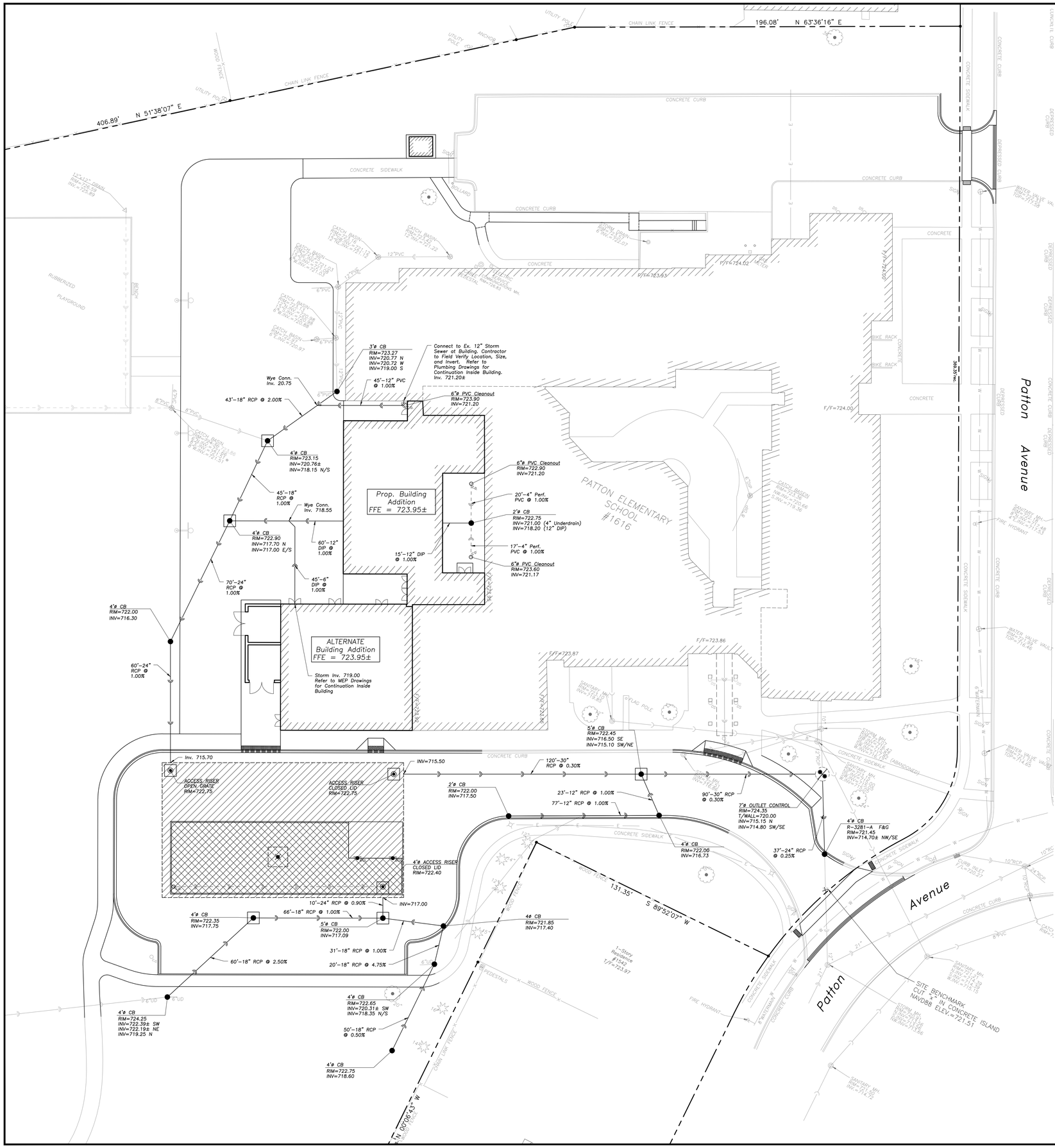

406.89' N 51°38'07" E
196.08' N 63°36'16" E
CHAIN LINK FENCE
WOOD FENCE
UTILITY POLE
ANCHOR
CONCRETE CURB
CONCRETE SIDEWALK
CONCRETE
RUBBERIZED PLAYGROUND
FENCE
BOLLARD
SIGN
CATCH BASIN RIM=724.03 12"NW INV=719.83
CATCH BASIN RIM=724.15 12"NW INV=721.22
CATCH BASIN RIM=724.08 6"W INV=720.68
CATCH BASIN 6"E INV=720.97
CATCH BASIN RIM=724.56 6"W INV=721.91
CATCH BASIN RIM=724.56 6"W INV=721.91
12"PVC
6"PVC
8"PVC
3'ø CB RIM=723.27 INV=720.77 N INV=720.72 W INV=719.00 S
Connect to Ex. 12" Storm Sewer at Building. Contractor to Field Verify Location, Size, and Invert. Refer to Plumbing Drawings for Continuation Inside Building. Inv. 721.20±
45°-12" PVC @ 1.00%
6"ø PVC Cleanout RIM=723.90 INV=721.20
Wye Conn. Inv. 20.75
43'-18" RCP @ 2.00%
4'ø CB RIM=723.15 INV=720.76± INV=718.15 N/S
45°-18" RCP @ 1.00%
Wye Conn. Inv. 718.55
4'ø CB RIM=722.90 INV=717.70 N INV=717.00 E/S
60°-12" DIP @ 1.00%
70°-24" RCP @ 1.00%
45°-6" DIP @ 1.00%
4'ø CB RIM=722.00 INV=716.30
60°-24" RCP @ 1.00%
Prop. Building Addition FFE = 723.95±
6"ø PVC Cleanout RIM=722.90 INV=721.20
20°-4" Perf. PVC @ 1.00%
2'ø CB RIM=722.75 INV=721.00 (4" Underdrain) INV=718.20 (12" DIP)
17°-4" Perf. PVC @ 1.00%
6"ø PVC Cleanout RIM=723.60 INV=721.17
15°-12" DIP @ 1.00%
ALTERNATE Building Addition FFE = 723.95±
Storm Inv. 719.00 Refer to MEP Drawings for Continuation Inside Building
F/F=724.02
F/F=724.00
F/F=723.87
F/F=723.86
600°-2"PVC
96.25'PVC
PATTON ELEMENTARY SCHOOL #1616
Patton Avenue
CONCRETE CURB
DEPRESSED CURB
CONCRETE SIDEWALK
BIKE RACK
CATCH BASIN RIM=724.56 6"W INV=719.36
WATER VALVE VAULT TOP=716.48
WATER VALVE VAULT TOP=716.46
WATER VALVE VAULT TOP=714.85
FIRE HYDRANT
SANITARY MH RIM=719.82
STORM MH RIM=720.42 12"NW INV=716.52 12"SE INV=716.42
SANITARY MH RIM=720.39 8"NW INV=715.59 8"SE INV=715.49

EXHIBIT D

LANDSCAPING PLAN

Scale: 1"= 30'

## PLANT SCHEDULE

| CANOPY TREES | BOTANICAL / COMMON NAME | COND | SIZE | QTY |
|---|---|---|---|---|
| CEL OCC | CELTIS OCCIDENTALIS / COMMON HACKBERRY | B & B | 4" CAL. | 4 |
| TIL GRE | TILIA CORDATA 'GREENSPIRE' / GREENSPIRE LITTLELEAF LINDEN | B & B | 4" CAL. | 5 |

| EVERGREEN TREES | BOTANICAL / COMMON NAME | COND | SIZE | QTY |
|---|---|---|---|---|
| PIC COL | PICEA PUNGENS 'COLORADO GREEN' / COLORODO GREEN SPRUCE | B & B | 8' HT. | 1 |
| THU BR2 | THUJA OCCIDENTALIS 'BRABANT' / BRABANT ARBORVITAE | B & B | 6' HT. | 35 |

| DECIDUOUS SHRUBS | BOTANICAL / COMMON NAME | COND. | SIZE | QTY |
|---|---|---|---|---|
| COT ACU | COTONEASTER ACUTIFOLIUS / PEKING COTONEASTER | B & B | 36" HT. | 18 |

| EVERGREEN SHRUBS | BOTANICAL / COMMON NAME | COND. | SIZE | QTY |
|---|---|---|---|---|
| THU WOO | THUJA OCCIDENTALIS 'WOODWARDII' / WOODWARD ARBORVITAE | B & B | 36" HT. | 16 |

| TURF GRASS | BOTANICAL / COMMON NAME | COND | SIZE | QTY |
|---|---|---|---|---|
| TUR BLU | TURF SOD BLUEGRASS / KENTUCKY BLUEGRASS | SOD | S.F. | 10,592 SF |

## SITE MATERIALS SCHEDULE

| | | |
|---|---|---|
| | ARTIFICIAL TURF – | 1,010 SF |
| | MULCH – | 1,548 SF |
| | PERMEABLE PAVERS – | 3,690 SF |

## LANDSCAPE NOTES:

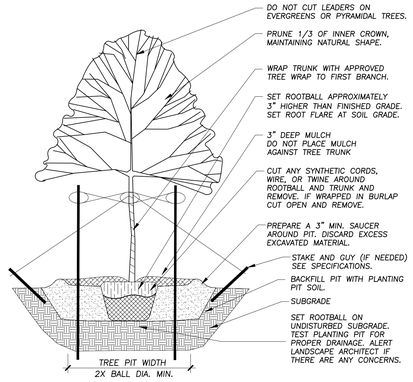
1. PLANT QUANTITIES SHOWN IN THE PLANT SCHEDULE ARE FOR CONVENIENCE ONLY. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING AND INSTALLING ALL MATERIALS SHOWN ON THE PLAN AND SHOULD NOT RELY ON THE PLANT SCHEDULE FOR DETERMINING QUANTITIES.
2. ALL PLANT MATERIALS SHALL BE NURSERY GROWN STOCK AND SHALL BE FREE FROM ANY DEFORMITIES, DISEASES OR INSECT DAMAGE. ANY MATERIALS WITH DAMAGED OR CROOKED/DISFIGURED LEADERS, BARK ABRASION, SUNSCALD, INSECT DAMAGE, ETC. ARE NOT ACCEPTABLE AND WILL BE REJECTED. TREES WITH MULTIPLE LEADERS WILL BE REJECTED UNLESS CALLED OUT IN THE PLANT SCHEDULE AS MULTI-STEM. NO PRUNING TO BE DONE AT THE TIME OF INSTALLATION EXCEPT FOR DEAD OR BROKEN LIMBS.
3. ALL LANDSCAPE IMPROVEMENTS SHALL MEET MUNICIPALITY REQUIREMENTS AND GUIDELINES, WHICH SHALL BE VERIFIED BY MUNICIPAL AUTHORITIES.
4. ALL PLANTING OPERATIONS SHALL BE COMPLETED IN ACCORDANCE WITH STANDARD HORTICULTURAL PRACTICES. THIS MAY INCLUDE, BUT NOT BE LIMITED TO, PROPER PLANTING BED AND TREE PIT PREPARATION, PLANTING MIX, PRUNING, STAKING AND GUYING, WRAPPING, SPRAYING, FERTILIZATION, PLANTING AND ADEQUATE MAINTENANCE OF MATERIALS DURING CONSTRUCTION ACTIVITIES.
5. ALL PLANT MATERIALS SHALL BE INSPECTED AND APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. ANY MATERIALS INSTALLED WITHOUT APPROVAL MAY BE REJECTED.
6. THE CONTRACTOR SHALL GUARANTEE PLANT MATERIALS FOR A PERIOD OF ONE YEAR FROM DATE OF ACCEPTANCE BY OWNER. THE CONTRACTOR SHALL OUTLINE PROPER MAINTENANCE PROCEDURES TO THE OWNER AT THE TIME OF ACCEPTANCE. DURING THE GUARANTEE PERIOD, DEAD OR DISEASED MATERIALS SHALL BE REPLACED AT NO COST TO THE OWNER. AT THE END OF THE GUARANTEE PERIOD THE CONTRACTOR SHALL OBTAIN FINAL ACCEPTANCE FROM THE OWNER.
7. ANY EXISTING TREES TO BE RETAINED SHALL BE PROTECTED FROM SOIL COMPACTION AND OTHER DAMAGES THAT MAY OCCUR DURING CONSTRUCTION ACTIVITIES BY ERECTING FENCING AROUND SUCH MATERIALS AT A DISTANCE OF 8.5' FROM THE TRUNK.
8. ALL GRASS, CLUMPS, OTHER VEGETATION, DEBRIS, STONES, ETC., SHALL BE RAKED OR OTHERWISE REMOVED FROM PLANTING AND LAWN AREAS PRIOR TO INITIATION OF INSTALLATION PROCEDURES.
9. THE CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO INITIATING PLANTING OPERATIONS. THE CONTRACTOR SHALL REPAIR/ REPLACE AND UTILITY, PAVING, CURBING, ETC.. WHICH IS DAMAGED DURING PLANTING OPERATIONS.
10. SIZE AND GRADING STANDARDS OF PLANT MATERIALS SHALL CONFORM TO THE LATEST EDITION OF ANSI Z60.1, AMERICAN STANDARDS FOR NURSERY STOCK, BY THE AMERICAN NURSERY & LANDSCAPE ASSOCIATION.
11. REFER TO PLAT OF SURVEY FOR LEGAL DESCRIPTION, BOUNDARY DIMENSIONS AND EXISTING CONDITIONS.
12. ALL PLANT MATERIAL ON THIS PLANTING PLAN REPRESENTS THE INTENTION AND INTENSITY OF THE PROPOSED LANDSCAPE MATERIAL. THE EXACT SPECIES AND LOCATIONS MAY VARY IN THE FIELD DO TO MODIFICATIONS IN THE SITE IMPROVEMENTS AND THE AVAILABILITY OF PLANT MATERIAL AT THE TIME OF INSTALLATION. ANY SUCH CHANGES MUST FIRST BE APPROVED BY THE CITY IN WRITING
13. ALL PLANT MATERIAL SHALL BE PLANTED WITH A MINIMUM OF SIX INCHES OF ORGANIC SOIL AND MULCHED WITH A SHREDDED BARK MATERIAL TO A MINIMUM 3" DEPTH.
14. ALL BEDS SHALL BE EDGED, HAVE WEED PREEMERGENTS APPLIED AT THE RECOMMENDED RATE.
15. ALL PARKWAYS SHALL HAVE LAWN ESTABLISHED WITH SEED A GROUNDCOVER, UNLESS OTHERWISE NOTED.
16. ALL LAWN AREAS ON THIS PLAN SHALL BE GRADED SMOOTH AND TOPPED WITH AT LEAST 6" OF TOPSOIL. ALL LAWN AREAS TO BE ESTABLISHED USING SEED BLANKET UNLESS OTHERWISE NOTED. BLANKET TO BE S75 OR APPROVED EQUAL
17. THIS LANDSCAPE PLAN ASSUMES THE SITE WILL BE PREPARED WITH TOP SOIL SUITABLE FOR THE ESTABLISHMENT OF THE LANDSCAPE MATERIAL PRESENTED ON THIS PLAN. IF ADDITIONAL TOP SOIL IS REQUIRED IT IS UP TO THE LANDSCAPE CONTRACTOR ON THE PROJECT TO PROVIDE, SPREAD AND PREPARE THE SITE AS NEEDED FOR THE IMPLEMENTATION OF THIS LANDSCAPE PLAN.
18. CONTRACTORS MUST VERIFY ALL QUANTITIES AND OBTAIN ALL PROPER PERMITS AND LICENSES FROM THE PROPER AUTHORITIES.
19. ALL MATERIAL MUST MEET INDUSTRY STANDARDS AND THE LANDSCAPE ARCHITECT HAS THE RIGHT TO REFUSE ANY POOR MATERIAL OR WORKMANSHIP.
20. LANDSCAPE ARCHITECT IS NOT RESPONSIBLE FOR UNSEEN SITE CONDITIONS.
21. ALL PLANTINGS SHALL BE SPACED EQUAL DISTANT, BACK FILLED WITH AMENDED SOIL IN A HOLE TWICE THE ROOTBALL DIAMETER, WATERED, FERTILIZED, PRUNED, AND HAVE ALL TAGS AND ROPES REMOVED.
22. LAWN AND BED AREAS SHALL BE ROTOTILLED, RAKED OF CLUMPS AND DEBRIS.
23. REMOVE ALL DEAD AND DISEASED PLANT MATERIAL FROM SITE AND DISPOSE OF PROPERLY.
24. PLANTS TO BE PLANTED SO THAT ROOT FLARE IS AT THE GRADE OF THE AREA WHERE PLANTED. NO PRUNING TO BE DONE AT THE TIME OF INSTALLATION EXCEPT TO REMOVE DEAD OR BROKEN LIMBS.

## EXISTING TREE INVENTORY: (Development Area Only)

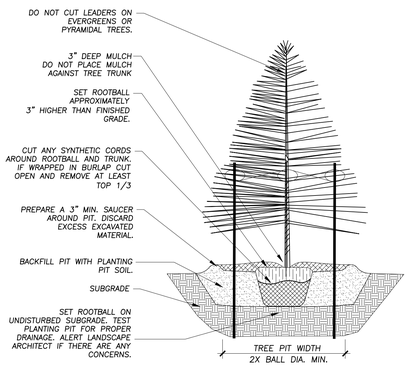
| Tree # | BOTANICAL NAME | COMMON NAME | TREE SIZE | CONDITION | COMMENTS |
|---|---|---|---|---|---|
| 1 | Pinus nigra | Austrian Pine | 16" Cal. | Good | |
| 2 | Gleditsia triacanthos inermis | Thornless Honeylocust | 8" Cal. | Good | |
| 3 | Betula nigra | River Birsh | 5 @ 4"-8" Cal. | Good | Multi-trunk form |
| 4 | Gleditsia triacanthos inermis | Thornless Honeylocust | 12" Cal. | Good | |

## TREE PRESERVATION NOTES:

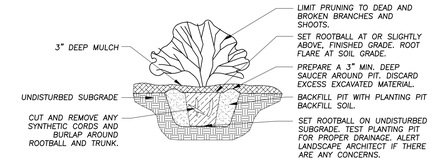
1. ANY EXISTING TREES TO BE RETAINED SHALL BE PROTECTED FROM SOIL COMPACTION AND OTHER DAMAGES THAT MAY OCCUR DURING CONSTRUCTION ACTIVITIES BY ERECTING FENCING AROUND SUCH MATERIALS. FENCE TO BE PLACED AT THE DRIP LINE OF THE TREE.
2. THE CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO INITIATING PLANTING OPERATIONS. THE CONTRACTOR SHALL REPAIR/ REPLACE AND UTILITY, PAVING, CURBING, ETC.. WHICH IS DAMAGED DURING PLANTING AND TREE REMOVAL OPERATIONS.
3. REFER TO PLAT OF SURVEY FOR LEGAL DESCRIPTION, BOUNDARY DIMENSIONS AND EXISTING CONDITIONS.
4. CONTRACTORS MUST VERIFY ALL QUANTITIES AND OBTAIN ALL PROPER PERMITS AND LICENSES FROM THE PROPER AUTHORITIES.
5. LANDSCAPE ARCHITECT IS NOT RESPONSIBLE FOR UNSEEN SITE CONDITIONS.
6. REMOVE ALL DEAD AND DISEASED PLANT MATERIAL FROM SITE AND DISPOSE OF PROPERLY.
7. PRUNE AND FERTILIZE ALL EXISTING VEGETATION TO REMAIN ON SITE.
8. TREE SYMBOL WITH NUMBER INDICATES EXISTING TREE TO REMAIN.
9. TREE SYMBOL WITH NUMBER AND AN "X" INDICATES EXISTING TREE TO BE REMOVED.




1 TREE PLANTING DETAIL
Not To Scale 329343-01




2 EVERGREEN TREE PLANTING DETAIL
NOT TO SCALE 329343-02




3 SHRUB PLANTING DETAIL
Not To Scale 329333-01

ERIKSSON ENGINEERING ASSOCIATES, LTD.
145 COMMERCE DRIVE, SUITE A
GRAYSLAKE, ILLINOIS 60030
PHONE (847) 223-4804
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EMAIL INFO@EEA-LTD.COM
PROFESSIONAL DESIGN FIRM
LICENSE NO. 184-003220
EXPIRES: 04/30/2023

# PATTON ELEMENTARY SCHOOL BUILDING ADDITIONS

1616 N. PATTON AVE.
ARLINGTON HEIGHTS, ILLINOIS

Reserved for Seal:

STATE OF ILLINOIS
STEVEN S. GREGORY
157-000662
REGISTERED LANDSCAPE ARCHITECT
Expires: 08/31/2023

| No. | Date | Description |
|---|---|---|
| | 05/22/2023 | ISSUE FOR DESIGN COMMISSION |

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| Design By: | Approved By: | Date: |
|---|---|---|
| SSG | JC | 12/05/2022 |

Sheet Title:

LANDSCAPE PLAN

Sheet No:

L100

EEA – P:\Josh\Arlington Heights School Dist 25\2022 Kindergarten Additions\Drawings\Patton\Landscape plan – Patton_IOC.dwg
Plotted: 5/19/23 @ 10:34am By: sgregory

EXHIBIT E

PHOTOMETRIC PLAN

# PHOTOMETRIC PLAN

LIGHTING FIXTURE SCHEDULE

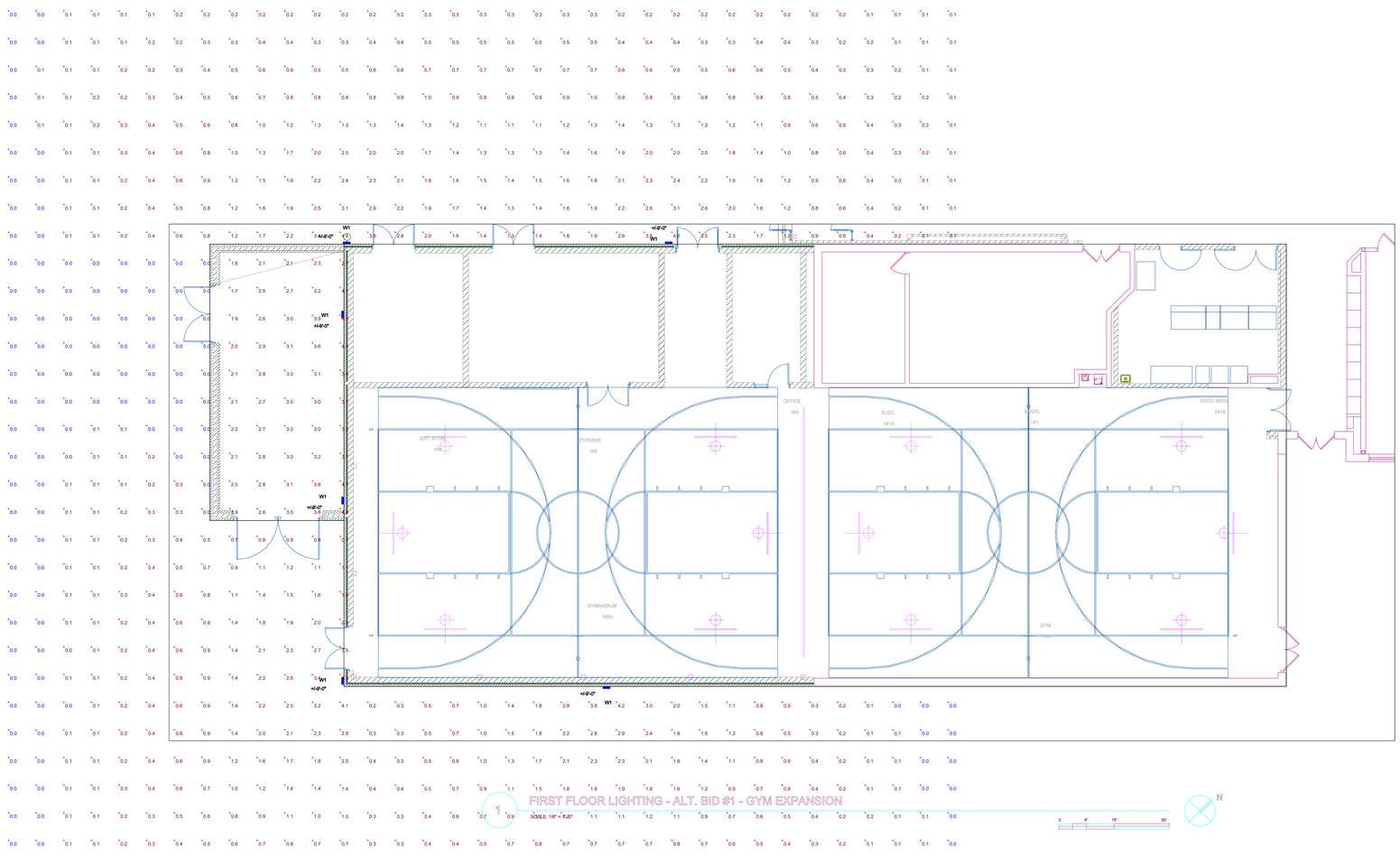
| TYPE | DESCRIPTION | MOUNTING | LAMPS | VOLTAGE | MANUFACTURER & CATALOG NUMBER | ACCEPTABLE MANUFACTURER |
|---|---|---|---|---|---|---|
| W1 | ARCHITECTURAL EXTERIOR WALL MOUNTED LUMINAIRE WITH TYPE 4 DISTRIBUTION AND DARK BRONZE FINISH. | WALL MOUNTED | LED 23 WATT 5000K | MVOLT | LITHONIA DSXW1 LED 20C 350 50K T4M MVOLT PIR DDBXD | APPROVED EQUAL |
| | | | | | | |

**Statistics**

| Description | Symbol | Avg | Max | Min | Max/Min | Avg/Min |
|---|---|---|---|---|---|---|
| Calc Zone Site | + | 0.9 fc | 4.9 fc | 0.0 fc | N/A | N/A |

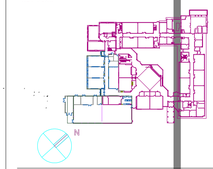
**Luminaire Locations**

| | Location | | | | | |
|---|---|---|---|---|---|---|
| No. | Label | X | Y | MH | Orientation | Tilt |
| 1 | W1 | 93.60 | 38.10 | 9' | 270.00 | 0.00 |
| 2 | W1 | 93.60 | 64.20 | 9' | 270.00 | 0.00 |
| 3 | W1 | 93.60 | 91.10 | 9' | 270.00 | 0.00 |
| 4 | W1 | 94.20 | 101.50 | 9' | 0.00 | 0.00 |
| 5 | W1 | 140.80 | 101.50 | 9' | 0.00 | 0.00 |
| 6 | W1 | 131.80 | 37.10 | 9' | 180.00 | 0.00 |




1 FIRST FLOOR LIGHTING - ALT. BID #1 - GYM EXPANSION
SCALE: 1/8" = 1'-0"

KEY PLAN



SCOPE DOCUMENT

PROJECT

PATTON ELEMENTARY SCHOOL ADDITION AND RENOVATIONS
1616 N. Patton Avenue
Arlington Heights, IL 60004

ARLINGTON HEIGHTS SCHOOL DISTRICT 25
1200 S. Dunton Avenue
Arlington Heights, IL 60005

CLIENT PROJECT NUMBER

STR PROJECT NUMBER

DRAWING DATES

| NUMBER | DATE | COMMENTS |
|---|---|---|

DRAWING TITLE

FIRST FLOOR ELECTRICAL PLANS - ALT. BID #1 - GYM EXPANSION

SHEET NUMBER

E4.1 - ALT.

KSA LIGHTING & CONTROLS

ARLINGTON HEIGHTS SCHOOL DISTRICT 25
PATTON ELEMENTARY SCHOOL

**Designer** D. MIROW
**Date** 05/25/2023
**Scale** Scale as shown
**Drawing No.**

**Summary**

# D-Series Size 1
## LED Wall Luminaire

Catalog Number

Notes

Type

*Hit the Tab key or mouse over the page to see all interactive elements.*

d-series

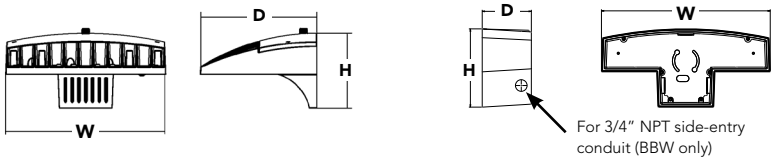
## Specifications

### Luminaire

| | | | |
|---|---|---|---|
| **Width:** | 13-3/4" (34.9 cm) | **Weight:** | 12 lbs (5.4 kg) |
| **Depth:** | 10" (25.4 cm) | | |
| **Height:** | 6-3/8" (16.2 cm) | | |

### Back Box (BBW, E20WC)

| | | | |
|---|---|---|---|
| **Width:** | 13-3/4" (34.9 cm) | **BBW Weight:** | 5 lbs (2.3 kg) |
| **Depth:** | 4" (10.2 cm) | **E20WC Weight:** | 10 lbs (4.5 kg) |
| **Height:** | 6-3/8" (16.2 cm) | | |




## Introduction

The D-Series Wall luminaire is a stylish, fully integrated LED solution for building-mount applications. It features a sleek, modern design and is carefully engineered to provide long-lasting, energy-efficient lighting with a variety of optical and control options for customized performance.

With an expected service life of over 20 years of nighttime use and up to 74% in energy savings over comparable 250W metal halide luminaires, the D-Series Wall is a reliable, low-maintenance lighting solution that produces sites that are exceptionally illuminated.

## Ordering Information

**EXAMPLE:** DSXW1 LED 20C 1000 40K T3M MVOLT DDBTXD

**DSXW1 LED**

| Series | LEDs | Drive Current | Color temperature | Distribution | Voltage | Mounting | Control Options |
|---|---|---|---|---|---|---|---|
| DSXW1 LED | 10C 10 LEDs (one engine)<br>20C 20 LEDs (two engines) [1] | 350 350 mA<br>530 530 mA<br>700 700 mA<br>1000 1000 mA (1 A) [1] | 30K 3000 K<br>40K 4000 K<br>50K 5000 K<br>AMBPC Amber phosphor converted | T2S Type II Short<br>T2M Type II Medium<br>T3S Type III Short<br>T3M Type III Medium<br>T4M Type IV Medium<br>TFTM Forward Throw Medium | MVOLT [2]<br>120 [3]<br>208 [3]<br>240 [3]<br>277 [3]<br>347 [3,4]<br>480 [3,4] | **Shipped included**<br>(blank) Surface mounting bracket<br>BBW Surface-mounted back box (for conduit entry) [5] | **Shipped installed**<br>PE Photoelectric cell, button type [6]<br>DMG 0-10v dimming wires pulled outside fixture (for use with an external control, ordered separately)<br>PIR 180° motion/ambient light sensor, <15' mtg ht [1,7]<br>PIRH 180° motion/ambient light sensor, 15-30' mtg ht [1,7]<br>PIR1FC3V Motion/ambient sensor, 8-15' mounting height, ambient sensor enabled at 1fc [1,7]<br>PIRH1FC3V Motion/ambient sensor, 15-30' mounting height, ambient sensor enabled at 1fc [1,7]<br>E20WC Emergency battery backup (includes external component enclosure), CA Title 20 compliant [8,9] |

### Other Options

**Shipped installed**

| | |
|---|---|
| SF | Single fuse (120, 277 or 347V) [3,10] |
| DF | Double fuse (208, 240 or 480V) [3,10] |
| HS | House-side shield [11] |
| SPD | Separate surge protection [12] |

**Shipped separately** [11]

| | |
|---|---|
| BSW | Bird-deterrent spikes |
| VG | Vandal guard |
| DDL | Diffused drop lens |

### Finish *(required)*

| | | | | | |
|---|---|---|---|---|---|
| DDBXD | Dark bronze | DSSXD | Sandstone | DWHGXD | Textured white |
| DBLXD | Black | DDBTXD | Textured dark bronze | DSSTXD | Textured sandstone |
| DNAXD | Natural aluminum | DBLBXD | Textured black | | |
| DWHXD | White | DNATXD | Textured natural aluminum | | |

## Accessories

*Ordered and shipped separately.*

| | |
|---|---|
| DSXWHS U | House-side shield (one per light engine) |
| DSXWBSW U | Bird-deterrent spikes |
| DSXW1VG U | Vandal guard accessory |

**NOTES**

1. 20C 1000 is not available with PIR, PIRH, PIR1FC3V or PIRH1FC3V.
2. MVOLT driver operates on any line voltage from 120-277V (50/60 Hz).
3. Single fuse (SF) requires 120, 277 or 347 voltage option. Double fuse (DF) requires 208, 240 or 480 voltage option.
4. Only available with 20C, 700mA or 1000mA. Not available with PIR or PIRH.
5. Back box ships installed on fixture. Cannot be field installed. Cannot be ordered as an accessory.
6. Photocontrol (PE) requires 120, 208, 240, 277 or 347 voltage option. Not available with motion/ambient light sensors (PIR or PIRH).
7. Reference Motion Sensor table on page 3.
8. Same as old ELCW. Cold weather (-20C) rated. Not compatible with conduit entry applications. Not available with BBW mounting option. Not available with fusing. Not available with 347 or 480 voltage options. Emergency components located in back box housing. Emergency mode IES files located on product page at www.lithonia.com
9. Not available with SPD.
10. Not available with E20WC.
11. Also available as a separate accessory; see Accessories information.
12. Not available with E20WC.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## Performance Data

### Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Contact factory for performance data on any configurations not shown here.

| LEDs | Drive Current (mA) | System Watts | Dist. Type | 30K (3000 K, 70CRI) | | | | | 40K (4000 K, 70CRI) | | | | | 50K (5000 K, 70CRI) | | | | | AMBPC (Amber Phosphor Converted) | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | Lumens | B | U | G | LPW | Lumens | B | U | G | LPW | Lumens | B | U | G | LPW | Lumens | B | U | G | LPW |
| 10C (10 LEDs) | 350mA | 13W | T2S | 1,415 | 0 | 0 | 1 | 109 | 1,520 | 0 | 0 | 1 | 117 | 1,530 | 0 | 0 | 1 | 118 | 894 | 0 | 0 | 1 | 69 |
| | | | T2M | 1,349 | 0 | 0 | 1 | 104 | 1,448 | 0 | 0 | 1 | 111 | 1,458 | 0 | 0 | 1 | 112 | 852 | 0 | 0 | 1 | 66 |
| | | | T3S | 1,399 | 0 | 0 | 1 | 108 | 1,503 | 0 | 0 | 1 | 116 | 1,512 | 0 | 0 | 1 | 116 | 884 | 0 | 0 | 1 | 68 |
| | | | T3M | 1,385 | 0 | 0 | 1 | 107 | 1,488 | 0 | 0 | 1 | 114 | 1,497 | 0 | 0 | 1 | 115 | 876 | 0 | 0 | 1 | 67 |
| | | | T4M | 1,357 | 0 | 0 | 1 | 104 | 1,458 | 0 | 0 | 1 | 112 | 1,467 | 0 | 0 | 1 | 113 | 858 | 0 | 0 | 1 | 66 |
| | | | TFTM | 1,411 | 0 | 0 | 1 | 109 | 1,515 | 0 | 0 | 1 | 117 | 1,525 | 0 | 0 | 1 | 117 | 892 | 0 | 0 | 1 | 69 |
| | 530 mA | 19W | T2S | 2,053 | 1 | 0 | 1 | 108 | 2,205 | 1 | 0 | 1 | 116 | 2,220 | 1 | 0 | 1 | 117 | 1,264 | 0 | 0 | 1 | 67 |
| | | | T2M | 1,957 | 1 | 0 | 1 | 103 | 2,102 | 1 | 0 | 1 | 111 | 2,115 | 1 | 0 | 1 | 111 | 1,205 | 0 | 0 | 1 | 63 |
| | | | T3S | 2,031 | 1 | 0 | 1 | 107 | 2,181 | 1 | 0 | 1 | 115 | 2,194 | 1 | 0 | 1 | 115 | 1,250 | 0 | 0 | 1 | 66 |
| | | | T3M | 2,010 | 1 | 0 | 1 | 106 | 2,159 | 1 | 0 | 1 | 114 | 2,172 | 1 | 0 | 1 | 114 | 1,237 | 0 | 0 | 1 | 65 |
| | | | T4M | 1,970 | 1 | 0 | 1 | 104 | 2,115 | 1 | 0 | 1 | 111 | 2,129 | 1 | 0 | 1 | 112 | 1,212 | 0 | 0 | 1 | 64 |
| | | | TFTM | 2,047 | 0 | 0 | 1 | 108 | 2,198 | 1 | 0 | 1 | 116 | 2,212 | 1 | 0 | 1 | 116 | 1,260 | 0 | 0 | 1 | 66 |
| | 700 mA | 26W | T2S | 2,623 | 1 | 0 | 1 | 101 | 2,816 | 1 | 0 | 1 | 108 | 2,834 | 1 | 0 | 1 | 109 | 1,544 | 0 | 0 | 1 | 59 |
| | | | T2M | 2,499 | 1 | 0 | 1 | 96 | 2,684 | 1 | 0 | 1 | 103 | 2,701 | 1 | 0 | 1 | 104 | 1,472 | 0 | 0 | 1 | 57 |
| | | | T3S | 2,593 | 1 | 0 | 1 | 100 | 2,785 | 1 | 0 | 1 | 107 | 2,802 | 1 | 0 | 1 | 108 | 1,527 | 0 | 0 | 1 | 59 |
| | | | T3M | 2,567 | 1 | 0 | 1 | 99 | 2,757 | 1 | 0 | 1 | 106 | 2,774 | 1 | 0 | 1 | 107 | 1,512 | 0 | 0 | 1 | 58 |
| | | | T4M | 2,515 | 1 | 0 | 1 | 97 | 2,701 | 1 | 0 | 1 | 104 | 2,718 | 1 | 0 | 1 | 105 | 1,481 | 0 | 0 | 1 | 57 |
| | | | TFTM | 2,614 | 1 | 0 | 1 | 101 | 2,808 | 1 | 0 | 1 | 108 | 2,825 | 1 | 0 | 1 | 109 | 1,539 | 0 | 0 | 1 | 59 |
| | 1000 mA | 39W | T2S | 3,685 | 1 | 0 | 1 | 94 | 3,957 | 1 | 0 | 1 | 101 | 3,982 | 1 | 0 | 1 | 102 | 2,235 | 1 | 0 | 1 | 57 |
| | | | T2M | 3,512 | 1 | 0 | 1 | 90 | 3,771 | 1 | 0 | 1 | 97 | 3,794 | 1 | 0 | 1 | 97 | 2,130 | 1 | 0 | 1 | 55 |
| | | | T3S | 3,644 | 1 | 0 | 1 | 93 | 3,913 | 1 | 0 | 1 | 100 | 3,938 | 1 | 0 | 1 | 101 | 2,210 | 1 | 0 | 1 | 57 |
| | | | T3M | 3,607 | 1 | 0 | 1 | 92 | 3,873 | 1 | 0 | 1 | 99 | 3,898 | 1 | 0 | 1 | 100 | 2,187 | 1 | 0 | 1 | 56 |
| | | | T4M | 3,534 | 1 | 0 | 2 | 91 | 3,796 | 1 | 0 | 2 | 97 | 3,819 | 1 | 0 | 2 | 98 | 2,143 | 1 | 0 | 1 | 55 |
| | | | TFTM | 3,673 | 1 | 0 | 1 | 94 | 3,945 | 1 | 0 | 1 | 101 | 3,969 | 1 | 0 | 1 | 102 | 2,228 | 1 | 0 | 1 | 57 |
| 20C (20 LEDs) | 350mA | 23W | T2S | 2,820 | 1 | 0 | 1 | 123 | 3,028 | 1 | 0 | 1 | 132 | 3,047 | 1 | 0 | 1 | 132 | 1,777 | 1 | 0 | 1 | 77 |
| | | | T2M | 2,688 | 1 | 0 | 1 | 117 | 2,886 | 1 | 0 | 1 | 125 | 2,904 | 1 | 0 | 1 | 126 | 1,693 | 1 | 0 | 1 | 74 |
| | | | T3S | 2,789 | 1 | 0 | 1 | 121 | 2,994 | 1 | 0 | 1 | 130 | 3,014 | 1 | 0 | 1 | 131 | 1,757 | 0 | 0 | 1 | 76 |
| | | | T3M | 2,760 | 1 | 0 | 1 | 120 | 2,965 | 1 | 0 | 1 | 129 | 2,983 | 1 | 0 | 1 | 130 | 1,739 | 1 | 0 | 1 | 76 |
| | | | T4M | 2,704 | 1 | 0 | 1 | 118 | 2,905 | 1 | 0 | 1 | 126 | 2,922 | 1 | 0 | 1 | 127 | 1,704 | 1 | 0 | 1 | 74 |
| | | | TFTM | 2,811 | 1 | 0 | 1 | 122 | 3,019 | 1 | 0 | 1 | 131 | 3,038 | 1 | 0 | 1 | 132 | 1,771 | 0 | 0 | 1 | 77 |
| | 530 mA | 35W | T2S | 4,079 | 1 | 0 | 1 | 117 | 4,380 | 1 | 0 | 1 | 125 | 4,407 | 1 | 0 | 1 | 126 | 2,504 | 1 | 0 | 1 | 72 |
| | | | T2M | 3,887 | 1 | 0 | 1 | 111 | 4,174 | 1 | 0 | 1 | 119 | 4,201 | 1 | 0 | 1 | 120 | 2,387 | 1 | 0 | 1 | 68 |
| | | | T3S | 4,033 | 1 | 0 | 1 | 115 | 4,331 | 1 | 0 | 1 | 124 | 4,359 | 1 | 0 | 1 | 125 | 2,477 | 1 | 0 | 1 | 71 |
| | | | T3M | 3,993 | 1 | 0 | 2 | 114 | 4,288 | 1 | 0 | 2 | 123 | 4,315 | 1 | 0 | 2 | 123 | 2,451 | 1 | 0 | 1 | 70 |
| | | | T4M | 3,912 | 1 | 0 | 2 | 112 | 4,201 | 1 | 0 | 2 | 120 | 4,227 | 1 | 0 | 2 | 121 | 2,402 | 1 | 0 | 1 | 69 |
| | | | TFTM | 4,066 | 1 | 0 | 2 | 116 | 4,366 | 1 | 0 | 2 | 125 | 4,394 | 1 | 0 | 2 | 126 | 2,496 | 1 | 0 | 1 | 71 |
| | 700 mA | 46W | T2S | 5,188 | 1 | 0 | 1 | 113 | 5,572 | 1 | 0 | 1 | 121 | 5,607 | 1 | 0 | 1 | 122 | 3,065 | 1 | 0 | 1 | 67 |
| | | | T2M | 4,945 | 1 | 0 | 2 | 108 | 5,309 | 1 | 0 | 2 | 115 | 5,343 | 1 | 0 | 2 | 116 | 2,921 | 1 | 0 | 1 | 64 |
| | | | T3S | 5,131 | 1 | 0 | 2 | 112 | 5,510 | 1 | 0 | 2 | 120 | 5,544 | 1 | 0 | 2 | 121 | 3,031 | 1 | 0 | 1 | 66 |
| | | | T3M | 5,078 | 1 | 0 | 2 | 110 | 5,454 | 1 | 0 | 2 | 119 | 5,487 | 1 | 0 | 2 | 119 | 3,000 | 1 | 0 | 1 | 65 |
| | | | T4M | 4,975 | 1 | 0 | 2 | 108 | 5,343 | 1 | 0 | 2 | 116 | 5,376 | 1 | 0 | 2 | 117 | 2,939 | 1 | 0 | 1 | 64 |
| | | | TFTM | 5,172 | 1 | 0 | 2 | 112 | 5,554 | 1 | 0 | 2 | 121 | 5,589 | 1 | 0 | 2 | 122 | 3,055 | 1 | 0 | 1 | 66 |
| | 1000 mA | 73W | T2S | 7,204 | 1 | 0 | 2 | 99 | 7,736 | 2 | 0 | 2 | 106 | 7,784 | 2 | 0 | 2 | 107 | 4,429 | 1 | 0 | 1 | 61 |
| | | | T2M | 6,865 | 1 | 0 | 2 | 94 | 7,373 | 2 | 0 | 2 | 101 | 7,419 | 2 | 0 | 2 | 102 | 4,221 | 1 | 0 | 1 | 58 |
| | | | T3S | 7,125 | 1 | 0 | 2 | 98 | 7,651 | 1 | 0 | 2 | 105 | 7,698 | 1 | 0 | 2 | 105 | 4,380 | 1 | 0 | 1 | 60 |
| | | | T3M | 7,052 | 1 | 0 | 2 | 97 | 7,573 | 2 | 0 | 2 | 104 | 7,620 | 2 | 0 | 2 | 104 | 4,335 | 1 | 0 | 2 | 59 |
| | | | T4M | 6,909 | 1 | 0 | 2 | 95 | 7,420 | 1 | 0 | 2 | 102 | 7,466 | 1 | 0 | 2 | 102 | 4,248 | 1 | 0 | 2 | 58 |
| | | | TFTM | 7,182 | 1 | 0 | 2 | 98 | 7,712 | 1 | 0 | 2 | 106 | 7,761 | 1 | 0 | 2 | 106 | 4,415 | 1 | 0 | 2 | 60 |


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# Performance Data

## Lumen Ambient Temperature (LAT) Multipliers

Use these factors to determine relative lumen output for average ambient temperatures from 0-40°C (32-104°F).

| Ambient | | Lumen Multiplier |
|---|---|---|
| 0°C | 32°F | 1.02 |
| 10°C | 50°F | 1.01 |
| 20°C | 68°F | 1.00 |
| **25°C** | **77°F** | **1.00** |
| 30°C | 86°F | 1.00 |
| 40°C | 104°F | 0.98 |

## Projected LED Lumen Maintenance

Data references the extrapolated performance projections for the **DSXW1 LED 20C 1000** platform in a **25°C ambient**, based on 10,000 hours of LED testing (tested per IESNA LM-80-08 and projected per IESNA TM-21-11).

To calculate LLF, use the lumen maintenance factor that corresponds to the desired number of operating hours below. For other lumen maintenance values, contact factory.

| Operating Hours | 0 | 25,000 | 50,000 | 100,000 |
|---|---|---|---|---|
| Lumen Maintenance Factor | 1.0 | 0.95 | 0.93 | 0.88 |

## Electrical Load

| LEDs | Drive Current (mA) | System Watts | Current (A) 120V | 208V | 240V | 277V | 347V | 480V |
|---|---|---|---|---|---|---|---|---|
| 10C | 350 | 14 W | 0.13 | 0.07 | 0.06 | 0.06 | - | - |
| | 530 | 20 W | 0.19 | 0.11 | 0.09 | 0.08 | - | - |
| | 700 | 27 W | 0.25 | 0.14 | 0.13 | 0.11 | - | - |
| | 1000 | 40 W | 0.37 | 0.21 | 0.19 | 0.16 | - | - |
| 20C | 350 | 24 W | 0.23 | 0.13 | 0.12 | 0.10 | - | - |
| | 530 | 36 W | 0.33 | 0.19 | 0.17 | 0.14 | - | - |
| | 700 | 47 W | 0.44 | 0.25 | 0.22 | 0.19 | 0.15 | 0.11 |
| | 1000 | 74 W | 0.69 | 0.40 | 0.35 | 0.30 | 0.23 | 0.17 |

## Motion Sensor Default Settings

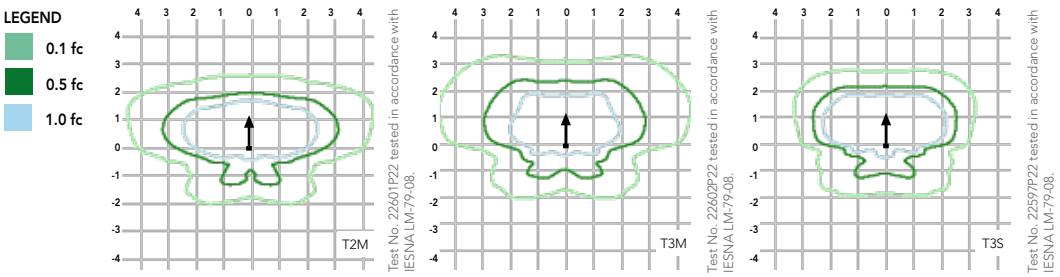
| Option | Dimmed State | High Level (when triggered) | Photocell Operation | Dwell Time | Ramp-up Time | Ramp-down Time |
|---|---|---|---|---|---|---|
| PIR or PIRH | 3V (37%) Output | 10V (100%) Output | Enabled @ 5FC | 5 min | 3 sec | 5 min |
| *PIR1FC3V or PIRH1FC3V | 3V (37%) Output | 10V (100%) Output | Enabled @ 1FC | 5 min | 3 sec | 5 min |

*For use when motion sensor is used as dusk to dawn control

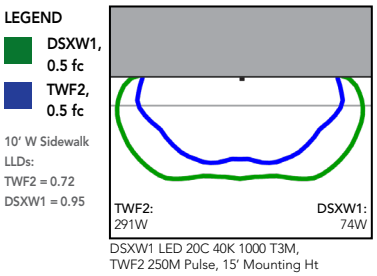
# Photometric Diagrams

To see complete photometric reports or download .ies files for this product, visit Lithonia Lighting's D-Series Wall Size 1 homepage.

Isofootcandle plots for the DSXW1 LED 20C 1000 40K. Distances are in units of mounting height (15').




Distribution overlay comparison to 250W metal halide.




DSXW1 LED 20C 40K 1000 T3M, TWF2 250M Pulse, 15' Mounting Ht

# Options and Accessories

**T3M (left)**

**HS - House-side shields**

**BSW - Bird-deterrent spikes**

**VG - Vandal guard**

**DDL - Diffused drop lens**

## FEATURES & SPECIFICATIONS

### INTENDED USE
The energy savings, long life and easy-to-install design of the D-Series Wall Size 1 make it the smart choice for building-mounted doorway and pathway illumination for nearly any facility.

### CONSTRUCTION
Two-piece die-cast aluminum housing has integral heat sink fins to optimize thermal management through conductive and convective cooling. Modular design allows for ease of maintenance. The LED driver is mounted to the door to thermally isolate it from the light engines for low operating temperature and long life. Housing is completely sealed against moisture and environmental contaminants (IP65).

### FINISH
Exterior parts are protected by a zinc-infused Super Durable TGIC thermoset powder coat finish that provides superior resistance to corrosion and weathering. A tightly controlled multi-stage process ensures a minimum 3 mils thickness for a finish that can withstand extreme climate changes without cracking or peeling. Available in textured and non-textured finishes.

### OPTICS
Precision-molded proprietary acrylic lenses provide multiple photometric distributions tailored specifically to building mounted applications. Light engines are available in 3000 K (70 min. CRI), 4000 K (70 min. CRI) or 5000 K (70 min. CRI) configurations.

### ELECTRICAL
Light engine(s) consist of 10 high-efficacy LEDs mounted to a metal-core circuit board to maximize heat dissipation and promote long life (L88/100,000 hrs at 25°C). Class 1 electronic drivers have a power factor >90%, THD <20%, and a minimum 2.5KV surge rating. When ordering the SPD option, a separate surge protection device is installed within the luminaire which meets a minimum Category C Low (per ANSI/IEEE C62.41.2).

### INSTALLATION
Included universal mounting bracket attaches securely to any 4" round or square outlet box for quick and easy installation. Luminaire has a slotted gasket wireway and attaches to the mounting bracket via corrosion-resistant screws.

### LISTINGS
CSA certified to U.S. and Canadian standards. Rated for -40°C minimum ambient.

DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

### BUY AMERICAN ACT
This product is assembled in the USA and meets the Buy America(n) government procurement requirements under FAR, DFARS and DOT regulations.
Please refer to www.acuitybrands.com/resources/buy-american for additional information.

### WARRANTY
Five-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at:
www.acuitybrands.com/support/warranty/terms-and-conditions

**Note:** Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.


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EXHIBIT F

UNCONDITIONAL AGREEMENT AND CONSENT

TO: The Village of Arlington Heights, Illinois ("***Village***"):

WHEREAS, Arlington Heights School District 25 (***"Applicant"***) is the owner of record of that certain property located in the R-3 One Family Dwelling District and the P-L Public Lands District, and commonly known as 1616 N. Patton Avenue (***"Property"***); and

WHEREAS, Ordinance No. 2023-_____, adopted by the Village President and Board of Trustees on _____, 2023 (***"Ordinance"***), approves an amendment to an existing special use permit, an amendment to an existing land use variation, and grants a variation to the Applicant for the expansion and continued operation of an elementary school on the Property; and

WHEREAS, Section 9 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Applicant files, within 30 days following the passage of the Ordinance, their unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in the Ordinance;

NOW, THEREFORE, the Applicant does hereby agree and covenant as follows:

1. The Applicant hereby unconditionally agrees to, accepts, consents to, and will abide by, each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.

2. The Applicant acknowledges that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of the revocation provided for in the Ordinance, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.

3. The Applicant acknowledges and agrees that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's granting of the amended special use permit and the variations for the Property or its adoption of the Ordinance, and that the Village's approvals do not, and will not, in any way, be deemed to insure the Applicant against damage or injury of any kind and at any time.

4. The Applicant hereby agrees to hold harmless and indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with the Village's adoption of the Ordinance granting the amended special use permit and the variations for the Property.

[SIGNATURES ON FOLLOWING PAGE]

Dated: _____, 2023

ATTEST:

By: _____

Its: _____

ARLINGTON HEIGHTS SCHOOL DISTRICT 25

By: _____

Its: _____

**Village Board**
**10/16/2023**

**Item:** Euclid Avenue Resurfacing - Phase 1 IGA (CCDPOTH)

**Department**: Public Works

## BACKGROUND

On October 12, 2022, the Euclid Ave Resurfacing project was approved for $3.5 Million in Federal STP-L Program construction funding through the Northwest Council of Mayors. The project consists of the resurfacing of Euclid Ave from Rohlwing Rd to Rand Rd, the full replacement of the existing traffic signal located at the intersection of Euclid Ave and Wilke Road, and the resurfacing of the bike path along Euclid's south side between Salt Creek and Wilke Road which is owned and maintained by the City of Rolling Meadows. Between Rohlwing Rd and Wilke Rd, Euclid Ave is within the corporate limits of Rolling Meadows. The road sections of Euclid Ave from Rohlwing Rd to Walnut Ave, and from Waterman Ave to Rand Rd are under the jurisdiction of the Cook County Department of Transportation & Highways (CCDOTH) who will be a funding partner with the Village on this project.

On June 20, 2023, the Village board approved a contract for the Euclid Ave Resurfacing – Phase 1 Engineering Services with Christopher B. Burke Engineering, Ltd., for a cost not to exceed $302,084.

The requested action would authorize the approval of an Intergovernmental Agreement between the Village of Arlington Heights and the Cook County Department of Transportation & Highways (CCDOTH) for Phase 1 Engineering Study. The cost sharing breakdown between the Village of Arlington Heights and CCDOTH is documented in the IGA.

As the lead Local Agency, the Village will be responsible for all invoices and the Cook County Department of Transportation & Highways (CCDOTH) will reimburse the Village their share of the costs as outlined. A separate IGA between the Village and the City of Rolling Meadows will be forthcoming to document the City's reimbursement of Phase 1 costs ($4,585) associated with the resurfacing of the bike path.

## RECOMMENDATION

It is recommended that the Village Board approve the attached Resolution Approving an Intergovernmental Agreement between the Village and the Cook County Department of Transportation & Highways.

## ATTACHMENTS:

| Description | Type |
|---|---|
| Euclid Avenue-Phase I IGA Resolution CCDOTH | Resolution |
| Arlington Heights IGA For Execution | Agreement |

**A RESOLUTION APPROVING AN**
**INTERGOVERNMENTAL AGREEMENT**
**WITH THE COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS**

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ARLINGTON HEIGHTS:

SECTION ONE: A certain Intergovernmental Agreement by and between the Village of Arlington Heights and the Cook County Department of Transportation and Highways, related to the Phase 1 Engineering Study for the Euclid Avenue Resurfacing Project, a true and correct copy of which is attached hereto, be and the same is hereby approved.

SECTION TWO: The Village President is hereby authorized and directed to execute said Intergovernmental Agreement on behalf of the Village of Arlington Heights.

SECTION THREE: This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

AYES:

NAYS:

PASSED AND APPROVED this 16th day of October, 2023.

_____
Village President

ATTEST:

_____
Village Clerk

**INTERGOVERNMENTAL AGREEMENT**

County of Cook | Euclid Avenue Resurfacing Project

Village of Arlington Heights | Section: 23-A5912-00-PV

**This Intergovernmental Agreement** ("Agreement") is made and entered into this _____ day of _____, 2023, by and between the County of Cook, a body politic and corporate of the State of Illinois ("County"), acting by and through its Department of Transportation and Highways ("Department"), and the Village of Arlington Heights, a municipal corporation of the State of Illinois ("Village"). The County and Village are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

**RECITALS**

**WHEREAS,** in order to facilitate the free flow of traffic and ensure the safety of pedestrians, bicyclists, and the motoring public, the Parties desire to enter into an intergovernmental partnership to realize resurfacing improvements to Euclid Avenue from Rohlwing Road to Rand Road ("Project");

**WHEREAS,** the anticipated scope of work for the Project includes, but is not limited to, mill-and-overlay of the existing Hot Mix Asphalt (HMA) pavement, intermittent curb and gutter, sidewalk and driveway removal and replacement, ADA sidewalk improvements, structure adjustments, loop detector replacement, pavement striping, landscape restoration, and full replacement of the existing traffic signal located at the intersection of Euclid Avenue and Wilke Road;

**WHEREAS,** within the limits of the improvement, Euclid Avenue is under the jurisdiction of the Village from Waterman Avenue to Walnut Avenue and the County's jurisdiction from Waterman Avenue to Rand Road and Walnut Avenue to Rohlwing Road;

**WHEREAS,** the Parties have a fully executed Letter of Intent dated March 7, 2023 that serves as the basis for interagency cooperation in funding, engineering, and construction of the Project;

**WHEREAS,** this Agreement sets forth the Parties' respective responsibilities and obligations for completion and funding of preliminary engineering services for the Project;

**WHEREAS,** the County, by virtue of its powers as set forth in the Counties Code and Illinois Highway Code, is authorized to enter into this Agreement;

**WHEREAS,** the Village, by virtue of its powers as set forth in the Illinois Municipal Code, is authorized to enter into this Agreement; and

**WHEREAS,** this Agreement is further authorized under Article VII, Section 10 of the Illinois Constitution and by the provisions of the Intergovernmental Cooperation Act.

**NOW, THEREFORE,** in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

- **SECTION 1. PRELIMINARY ENGINEERING**

A. **Engineering Agreement.** The Village shall enter into an agreement with a professional engineering firm/consultant to perform preliminary engineering services for the Project. In awarding and administering the preliminary engineering agreement, the Village shall comply with all applicable state and federal laws and regulations. The Village shall forward a copy of the agreement to the County within fourteen (14) calendar days of execution.

B. **Lead Agency.** The Village shall assume overall responsibility for the Project, including ensuring that all required permits and joint participation and/or force account agreements are secured.

C. **County Review and Approval.** The County shall have the opportunity to review and approve all relevant documentation associated with preliminary engineering services for the improvements prior to providing the Village with reimbursement.

D. **Meetings.** The Village and/or its consultant shall coordinate and conduct any public meetings or hearings required by the Illinois Department of Transportation (IDOT) or any other state or federal agency for the Project. The Village shall provide not less than fourteen (14) calendar days' advance written notice to the County of the Project kick-off meeting and any such public meetings or hearings.

E. **Draft Project Development Reports.** The Village shall provide the County with electronic copies of any draft Project Development Reports prepared as part of the Project.

F. **Final Project Development Report.** The Village and/or its consultant shall provide IDOT with any and all documents necessary to secure IDOT approval of the Project Development Report (PDR) for the Project. The Village shall provide the County with one (1) paper copy and an electronic copy of the final approved PDR.

G. **County Permits.** The Village shall apply for and the County shall not unreasonably withhold any and all permits for right of access (ingress or egress) and/or temporary use of the County's property within the Project limits to the Village and/or its agents, without charge of permit fees to the Village.

- **SECTION 2. FINANCIAL**

A. **Cost Estimate.** Estimated preliminary engineering costs for the Project are Two Hundred Ninety-Seven Thousand Four Hundred Ninety-Nine Dollars and 00/100 Cents

($297,499.00). This amount does not include any costs relating to the resurfacing of the bicycle path between Salt Creek and New Wilke Road.

B. **Village Cost Participation.** The Village shall pay all actual preliminary engineering costs for the Project, subject to reimbursement by the County as described below. The estimated cost to the Village under this Agreement is One Hundred Two Thousand Six Hundred Seven Dollars and 60/100 Cents ($102,607.60).

C. **County Cost Participation.** The County agrees to reimburse the Village for the following costs:

   i. One hundred percent (100%) of actual preliminary engineering costs associated with the traffic signal replacement at Euclid Avenue and Wilke Road, estimated at Forty Thousand Nine Hundred Eighty Dollars and 00/100 cents ($40,980.00); and
   ii. Sixty percent (60%) of the remaining actual preliminary engineering costs for the Project, estimated at One Hundred Fifty-Three Thousand Nine Hundred Eleven Dollars and 40/100 Cents ($153,911.40).

   The estimated cost to the County under this Agreement is One Hundred Ninety-Four Thousand Eight Hundred Ninety-One Dollars and 40/100 Cents ($194,891.40).

D. **Progressive Reimbursement.** The County shall reimburse the Village for the County's share of preliminary engineering costs as funds are expended by the Village. The Village may seek reimbursement from the County not more frequently than on a monthly basis. The County shall pay invoices from the Village within forty-five (45) calendar days of receipt thereof.

E. **Required Documentation.** In order to receive reimbursement from the County, the Village shall submit the following documentation along with any invoice:

   i. A cover letter addressed to the Department's Project Studies Manager, including the name of the Project and its associated section number;
   ii. Copies of all canceled checks paid to the consultant(s) (or copies of the associated bank ledgers reflecting the payments); and
   iii. Copies of all associated invoices submitted to the Village by the consultant(s) for the services rendered.

F. **Ineligible Costs.** The County shall not reimburse the Village for any costs or expenditures that are:

   i. Contrary to the provisions of this Agreement;
   ii. Not directly related to carrying out preliminary engineering services for the Project;

iii. Related to the resurfacing of the bicycle path between Salt Creek and New Wilke Road;
iv. Associated with lighting, landscaping, or aesthetic improvements;
v. Not paid by the Village or its consultant;
vi. Of a regular and continuing nature, including, but not limited to, administrative costs, staff and overhead costs, rent, utilities and maintenance costs; and/or
vii. Incurred without the consent of the County after the County has given the Village written notice of suspension or termination of any or all of the County's obligations under this Agreement.

G. **Additional Work.** Either Party may request in writing that additional work be added to the Project. Provided that the additional work does not unreasonably delay the Project schedule, the Village shall cause said additional work to be included in the Project. Additional work shall be paid for by force account or agreed unit price. Each Party shall pay the costs of additional work for their associated work items.

H. **Substitutions/Substitute Work.** Either Party may request in writing that bid work or materials be substituted with different work or materials. Provided that the substitute work and/or materials do not unreasonably delay the Project schedule, the Village shall cause said substitute work and/or materials to be included in the Project. Each Party shall pay the costs of substitutions for their associated work items.

I. **Funding Breakdown.** A funding breakdown is incorporated into and made a part of this Agreement and attached as Exhibit A.

- **SECTION 3. GENERAL CONDITIONS**

A. **Binding Agreement.** This Agreement shall be binding on and inure to the benefit of the Parties and their permitted successors and assigns, except that a Party shall not assign its obligations under this Agreement without the other Party's express written consent, such consent not to be unreasonably withheld or delayed.

B. **Compliance with Laws, Rules, and Regulations.** The Parties shall at all times observe and comply with all applicable federal, state, and local laws and regulations, as amended from time to time, in carrying out the terms and conditions of this Agreement.

C. **Conflicts of Interest.** The Village understands and agrees that no director, officer, agent or employee of the Village may have an interest, whether directly or indirectly, in any contract or agreement or the performance of any work pertaining to this Agreement; represent, either as an agent or otherwise, any person, trust or corporation, with respect to any application or bid for any contract or agreement or work pertaining to this Agreement; or take, accept or solicit, either directly or indirectly, any money or thing of value as a gift or bribe or means of influencing their vote or actions. Any contract or

agreement made and procured in violation of this provision is void and no funds under this Agreement may be used to pay any cost under such a contract or agreement.

D. **Conflict with Exhibits.** In the event of a conflict between a term or provision in this Agreement and a corresponding term or provision in any attached exhibit(s), the term or provision in this Agreement shall control.

E. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one (1) and the same instrument.

F. **County Section Number.** The Project is hereby designated as County section number 23-A5912-00-PV. The Parties shall include County section number 23-A5912-00-PV on all Project-related submittals, including, but not limited to, written correspondence and invoices.

G. **Effective Date.** The Effective Date of this Agreement shall be the date that the last authorized signatory signs and dates the Agreement, which date shall be inserted on the first page of this Agreement.

H. **Electronic Signatures.** A signed copy of this Agreement transmitted by facsimile, electronic mail or other means of electronic submission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement.

I. **Entire Agreement.** This Agreement sets forth the entire understanding between the Parties with respect to the subject matter thereof, and supersedes all prior agreements or understandings with respect to its subject matter.

J. **Force Majeure.** Neither Party shall be liable for failing to fulfill any obligation under this Agreement if such failure is caused by an event beyond such Party's reasonable control and which is not caused by such Party's fault or negligence. Such events shall include but not be limited to acts of God, acts of war, fires, lightning, earthquakes, floods, labor strikes or walkouts, epidemics, pandemics, or riots.

K. **Governing Law and Venue.** This Agreement shall be exclusively governed by and construed in accordance with the laws of the State of Illinois, without reference to or use of any conflicts-of-laws provisions. The Parties irrevocably submit to the exclusive jurisdiction and venue of the Circuit Court of Cook County or the United States District Court for the Northern District of Illinois for the purposes of any and all proceedings arising out of this Agreement, to the exclusion of all other courts and venues, and both Parties waive any objection to such jurisdiction and venue.

L. **Inactivity.** The County may terminate this Agreement if the preliminary engineering agreement for the Project is not executed by the Village within eighteen (18) months of the Effective Date of this Agreement.

M. **Indemnification.** The Village agrees to defend, indemnify and hold the County and its commissioners, officers, directors, employees, contractors, agents and representatives harmless from and against any and all losses, claims, demands and damages, including reasonable attorneys' fees and litigation expenses, arising out of, in whole or in part, or in connection with or in consequence of any act or omission on the part of the Village, or its appointed officials, contractors, consultants, employees, agents and representatives, that are related to their obligations under this Agreement.

N. **Modifications.** No modification of this Agreement shall be valid unless made in writing and duly signed by the Department's Superintendent and an authorized representative of the Village.

O. **No Third-Party Beneficiaries.** This Agreement is not intended to benefit any person, entity or municipality not a party to this Agreement, and no other person, entity or municipality shall be entitled to be treated as beneficiary of this Agreement. This Agreement is not intended to and does not create any third-party beneficiary or other rights in any third person or party, including, but not limited to, any agent, contractor, subcontractor, consultant, volunteer or other representative of any Party. No agent, employee, contractor, subcontractor, consultant, volunteer or other representative of any Party shall be deemed an agent, employee, contractor, subcontractor, consultant, volunteer or other representative of the other.

P. **Notices.** All notices and other communications related to this Agreement shall be in writing and shall be personally delivered or mailed via first class, certified or registered U.S. Mail or electronic mail delivery to the following persons at the following addresses:

To the County:
Katie Bell, P.E.
Project Studies Manager
Cook County Department of Transportation and Highways
69 W. Washington Street, 23rd Floor
Chicago, IL 60602
E-mail: Katie.Bell@cookcountyil.gov

To the Village:
Aldair Vargas, P.E.
Civil Engineer II
Village of Arlington Heights
33 S. Arlington Heights Road
Arlington Heights, IL 60005
E-mail: avargas@vah.com

Q. **Recitals.** The introductory recitals included at the beginning of this Agreement are agreed to and incorporated into and made a part of this Agreement.

R. **Records Maintenance.** The Village shall maintain during the term of this Agreement and for a period of three (3) years thereafter complete and adequate financial records, accounts and other records to support all Project expenditures. These records and accounts shall include, but not be limited to, records providing a full description of each activity being assisted with County funds; a general ledger that supports the costs being charged to the County; records documenting procurement of goods and services; contracts for goods and services; invoices; billing statements; canceled checks; bank statements; schedules containing comparisons of budgeted amounts and actual expenditures; and construction progress schedules, if applicable.

S. **Reviews and Audits.** The Village shall give the County access to all books, accounts, records, reports and files pertaining to the administration, receipt and use of County funds under this Agreement to necessitate any reviews or audits.

T. **Section Headings.** The descriptive section and subsection headings used in this Agreement are for convenience only and do not control or affect the meaning or construction of any of the provisions thereof.

U. **Severability.** In the event any portion of this Agreement is held to be invalid or unenforceable, such portion shall be construed as nearly as possible to reflect the original intent of the Parties, or if such construction cannot be made, such provision or portion thereof shall be severable from this Agreement, provided that the same shall not affect in any respect whatsoever the remainder of this Agreement.

V. **Suspension; Early Termination.** Subject to Section 3.J. above, if the County determines that the Village has not complied with or is not complying with, has failed to perform or is failing to perform, has not met or is not meeting significant Project milestones or objectives, or is in default under any of the provisions of this Agreement, whether due to failure or inability to perform or any other cause whatsoever, the County, after written notice to the Village of said non-compliance or default and failure by the Village to correct said violations within sixty (60) calendar days, may:

   i. Suspend or terminate this Agreement in whole or in part by written notice, and/or:
   ii. Demand refund of any funds disbursed to the Village;
   iii. Temporarily withhold payments pending correction of deficiencies by the Village;
   iv. Disallow all or part of the cost of the activity not in compliance; or
   v. Pursue other remedies legally available.

W. **Term of Agreement.** Unless otherwise agreed to by the Parties in a writing signed by the Department's Superintendent and an authorized representative of the Village, this

Agreement terminates upon approval of the final PDR by IDOT and payment by the County of the final invoice submitted by the Village, or November 30, 2027, whichever date is earlier.

X. **Waivers of Default.** No waiver of any provision or breach of this Agreement (i) shall be effective unless made in writing, or (ii) shall operate as or be construed to be a continuing waiver of such provision or breach.

***(signature page to follow)***

**IN WITNESS WHEREOF,** the Parties have executed this Agreement on the dates indicated.

EXECUTED BY COUNTY OF COOK:

_____
Toni Preckwinkle
President
Cook County Board of Commissioners

This _____ day of _____, 2023

ATTEST: _____
County Clerk

EXECUTED BY VILLAGE OF ARLINGTON HEIGHTS:

_____
Thomas Hayes
Village President
Village of Arlington Heights

This _____ day of _____, 2023

ATTEST: _____
Village Clerk

---

RECOMMENDED BY:

_____
Jennifer "Sis" Killen, P.E., PTOE
Superintendent
County of Cook
Department of Transportation and Highways

APPROVED AS TO FORM:
Kimberly M. Foxx, State's Attorney

By: _____
Assistant State's Attorney

**EXHIBIT A**

**Funding Breakdown**

| Type of Work | Village Share | County Share | Total |
|---|---|---|---|
| Preliminary Engineering | 0% of costs associated with the traffic signal replacement at Euclid Avenue and Wilke Road<br><br>40% of balance estimated at $102,607.60 | 100% of costs associated with the traffic signal replacement at Euclid Avenue and Wilke Road estimated at $40,980<br><br>60% of balance estimated at $153,911.40 | $297,499[1] |

[1] This amount does not include any preliminary engineering costs relating to the resurfacing of the bicycle path between Salt Creek and New Wilke Road.

**Village Board**
**10/16/2023**

**Item:** Ordinance - Budget Amendment for Restricted Contribution Funds

**Department**: Finance

The Metropolis Theater has weathered some difficult times due to the pandemic, followed by post-pandemic inflation, and ongoing concerns by some patrons about indoor public gatherings. For the last few years, ticket sales for live-performance theaters across the nation have gone down significantly, causing numerous theaters to close or reduce their offerings. By closely watching their expenses, and due to the receipt of federal PPP forgivable loans and Shuttered Venue grants, the Metropolis Theater has been able to continue to offer performances and classes during these challenging times. The aforementioned loans and grants previously provided the Theater with a significant reserve amount, which has now been drawn down to cover ongoing costs over the last couple of years

Staff has met with theater leadership multiple times over the past several months. While challenges exist, the leadership seems to have a good understanding of the financial pressures and has been transparent about it with the Village. Thankfully, more recent ticket sales experience has started to show positive improvements, but are still not at pre-pandemic levels. As outlined in the attached request from the Metropolis Theater, they are planning a "Secure Our Future" fundraising campaign. As part of this campaign, the Theater is requesting the use of existing Restricted Contribution reserve funds that are maintained in the Village's Arts, Entertainment, & Events Fund. These monies would be used as matching funds for donations sought from a wide-variety of regional businesses and individuals. A number of years ago, the Village established the Restricted Contribution reserve to provide the Theater with emergency capital and operations funds, given the uneven economics of the theater business. The pandemic and its aftermath clearly represent this type of extraordinary event.

The Metropolis Theater is requesting the use of $200,000 of the current $371,000 Restricted Contribution reserve balance, as a matching component to its upcoming fundraising campaign, which is needed to support its ongoing operations

**Recommendation**

Staff recommends that the Village Board approve the attached Ordinance amending the Arts, Entertainment, & Events (515-2005-540810-) budget in the amount of $200,000.

**ATTACHMENTS:**

| Description | Type |
| --- | --- |
| Ordinance - Metropolis Contribution Budget Amendment | Ordinance |

**AN ORDINANCE AMENDING THE ANNUAL BUDGET OF THE VILLAGE OF ARLINGTON HEIGHTS, COUNTY OF COOK, STATE OF ILLINOIS, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2023 AND ENDING DECEMBER 31, 2023**

WHEREAS, by Ordinance 2022-066, the President and Board of Trustees of the Village of Arlington Heights, Illinois adopted the Annual Budget of the Village of Arlington Heights for the fiscal year beginning January 1, 2023, and ending December 31, 2023; and

WHEREAS, the President and Board of Trustees has determined that it will serve and be in the best interest of the Village to adopt an Ordinance amending the Annual Budget;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ARLINGTON HEIGHTS:

SECTION ONE: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Ordinance as the findings of the President and Board of Trustees.

SECTION TWO: ADOPTION OF AMENDMENTS. The Annual Budget shall be, and it is hereby, amended as follows:

| Account Being Amended | Original | Amendment Incr./(Decr.) | Revised |
|---|---|---|---|
| 515-2005-540810-<br>**AE0504-EVENTS-OPRCONT-** | $275,000 | $200,000 | $475,000 |

SECTION THREE: PUBLICATION. The Village Clerk is hereby directed to publish this Ordinance in pamphlet form pursuant to the Statutes of the State of Illinois.

SECTION FOUR: EFFECTIVE DATE. This Ordinance will be in full force and effect from and after its passage, approval, and publication in the manner as provided by law.

AYES:

NAYS:

PASSED AND APPROVED THIS 16th of OCTOBER 2023.

_____
Village President

ATTEST:

_____
Village Clerk

**Village Board**
**10/16/2023**

**Item:** Bond Waiver - St Edna Church

**Department**: Building & Life Safety

Background
St Edna Church is requesting a waiver of the bond requirement for a raffle to take place in conjunction with their Bingo event being held on November 17, 2023. Tickets will be sold the night of the event from 5:00pm to 8:00pm, with the winner being announced at 8:30pm that evening.

Recommendation
It is recommended that the Village Board waive the bond requirement as requested.

**ATTACHMENTS:**

| **Description** | **Type** |
|---|---|
| Ltr. St Edna Church | Correspondence |

St. Edna Church

2525 N. Arlington Heights Road
Arlington Heights, IL 60004-2598
(847) 398-3362 Fax (847) 394-5226

Sept. 25, 2023

Village of Arlington Heights
33 S. Arlington Heights Road
Arlington Heights, IL 60004

To the Village Board of Arlington Heights

St. Edna Parish will hold a raffle in conjunction with an evening of Bingo on Nove. 17, 2023.

As a church and not-for-profit organization, we request a Raffle Bond Waiver for the above date.

We appreciate your consideration.

Sincerely,

Nancy M. Wolowicz

Nancy M. Wolowicz
Business Manager

**Village Board**
**10/16/2023**

**Item:** Arlington Downs Plat Amendment - 3400 W. Stonegate Blvd. - PC#23-009

**Department**: Planning & Community Development

## Requested Action

1. Preliminary and Final Plat of Subdivision to subdivide the property into three lots.

## Variations Required

1. Chapter 29, Section 29-307a.1, to allow Lot 1B and Lot 1D without each lot having their full frontage abutting a street.

## Recommendation

A public hearing was held by the Plan Commission on September 27, 2023 where Commissioner Drost moved and Commissioner Ennes:

A motion to recommend to the Village Board of Trustees, approval of PC#23-009, a Preliminary and Final Plat of Subdivision to subdivide the property into three lots, and the following variation:

• Chapter 29, Section 29-307a.1, to allow Lot 1B and Lot 1D without each lot having their full frontage abutting a street.

This recommendation is subject to the following conditions:

1. The Amended and Restated Declarations shall be revised as follows:

a. Rohlwing Road Streetscape Improvements: The Declarations shall be revised to make it clear that whenever development occurs on Lot 2A-2/Lot 16, Lot 4B, and/or Lot 4C (whichever lot proceeds with development first) the full streetscape improvements shall be installed from Salt Creek Lane to Euclid Avenue, which shall include a pedestrian signal and crosswalk across Euclid Avenue on the east side of Rohlwing Road. The cost of these improvements shall

be proportionately shared between the owners of Lots 4B, 4C, and 2A-2/16.

b. Rohlwing Road Right-Turn Lane: The Declarations shall be revised to require that the Master Association pay for the warrant study for said right-turn lane, as well as design, engineer, and construct said turn lane if determined to be warranted as outlined in Ord 215-049 condition 3. Furthermore, the Master Association shall provide said study upon the request of the Village.

c. Land-Banked Parking: The Declarations shall be revised to clearly state that the owners of Lots 1B and 2A-1 shall bear the cost of construction of the land-banked parking on their respective lots should it be determined by the Village that there is a parking shortage occurring within the PUD.

d. Plaza/Pavilion: The Declarations shall be revised to allow any of the other lot owners the right to construct the pavilion and any elements of the plaza area that fall within the boundaries of Outlot 1C.

e. Euclid/Stonegate Turn Signal: The Declarations shall be revised to require the Master Association be responsible for 100% of all costs associated with the traffic signal warrant analysis as well as pay 100% of all design, installation, maintenance and energy costs associated with said traffic signal.

f. Village Entry Sign: The Declarations shall be revised to clarify that the Village Entry Sign shall be constructed when development occurs on either Lot 4B or Lot 4C (whichever comes first), and that the cost of construction of this sign shall be shared between the owners of Lots 4B and 4C.

2. Any conflicts between the declaration and PUD approvals shall be determined based upon the PUD zoning approvals and conditions.
3. Approval of the subdivision is conditional upon the execution and recording of the amended declarations by the parties that are affected.

4. The petitioner shall comply with all Federal, State, and Village Codes, Regulations, and Policies.

Roll Call Vote: Commissioners Drost, Ennes, Cherwin, Green, Lorenzini, Sigalos, Warskow, and Chair Dawson vote in favor. Motion carried.

**ATTACHMENTS:**

| **Description** | **Type** |
|---|---|
| PC Staff Report | Report |
| PC Minutes 9/27/23 | Minutes |
| Aerial | Exhibits |
| Project Narrative | Correspondence |
| Plat of Survey | Exhibits |
| City of Rolling Meadows - Review Letter | Correspondence |
| Revised Declarations | Exhibits |
| Final Plat of SUbdivision | Exhibits |

| | |
|---|---|
| Parking Study - 2023 | Exhibits |
| Department Comments - Round 1 | Correspondence |
| Department Comments - Round 1 Petitioner Response | Correspondence |
| Department Comments - Round 2 | Correspondence |
| Department Comments - Round 2 Petitioner Response | Correspondence |

*VILLAGE OF ARLINGTON HEIGHTS*

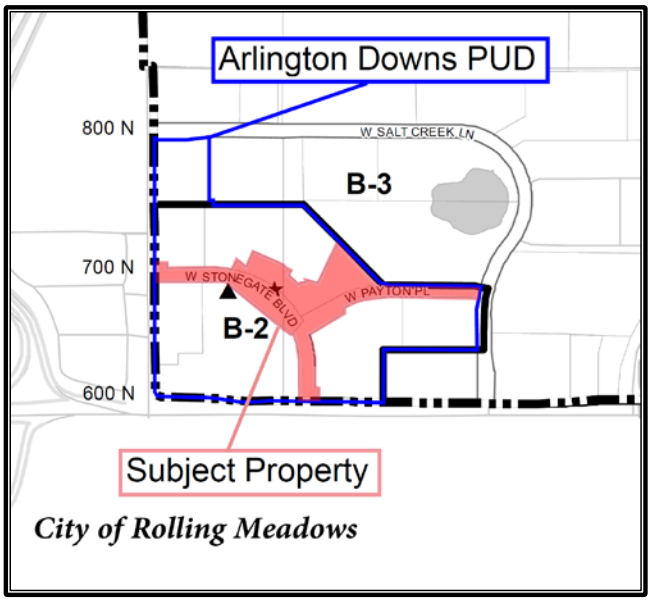
# STAFF DEVELOPMENT COMMITTEE REPORT

***Project Number**: PC 23-009*
***Project Title**: Arlington Downs Plat Amendment*
***Address**: 3400 W. Stonegate Blvd.*
***PIN**: 02-25-100-044, -048, -049*
*02-26-201-031, -034, -035*

***To**: Plan Commission*
***Prepared By**: Sam Hubbard, Development Planner*
***Meeting Date**: September 27, 2023*
***Date Prepared**: September 22, 2023*

***Petitioner**: Arlington Downs Residential, LLC*
*Rick Cavenaugh*
***Address**: 760 W. Lake Cook Rd., Suite 140*
*Barrington, IL 60010*

***Existing Zoning**: B-2: General Business District*
***Comprehensive Plan**: Mixed Use*




***SURROUNDING LAND USES***

| Direction | Existing Zoning | Existing Use | Comprehensive Plan |
|---|---|---|---|
| **North** | B-2: General Business District<br>B-3: General Service, Wholesale, and Motor Vehicles District | First Ascent Climbing Facility, Open space | Mixed Use |
| **South** | B-2: General Business District | ADR-II (multi-family residential building), Parking lots | Mixed Use |
| **East** | B-2: General Business District | Vacant land (ADR-III site) | Mixed Use |
| **West** | B-2: General Business District | Vacant land (ADR-IV site) | Mixed Use |

*Requested Action:*

1. Preliminary and Final Plat of Subdivision to subdivide the property into three lots.

*Variations Required:*

1. Chapter 29, Section 29-307a.1, to allow Lot 1B and Lot 1D without each lot having their full frontage abutting a street.

**Project Background:**

The Arlington Downs PUD is located at the northeast corner of Euclid Avenue and Rohlwing Road, and is a master-planned development that was originally approved in 2012 and has been amended several times over the last ten years. The overall site consists of a combined area of 27 acres. The most recent amendment to the PUD granted zoning entitlements for the following areas of development, which have occurred in phases over the years since the original PUD approval:

- One Arlington Residential Tower conversion to include 214 luxury rental units and ground floor commercial space. This phase has been completed.
- Arlington Downs Residential II (ADR-II), a five-story 263-unit multi-family luxury rental building on Lot 5A. This phase has been completed.
- Conversion of the former Coco Keys Water Park into a First Ascent climbing facility (Lot 2A). This phase has been completed.
- Arlington Downs Residential III (ADR-III), future development of a 180-unit senior living facility on Lot 3A.
- Hotel/Commercial (Zone D), future development of a 116-key hotel on Lot 4B, and 30,300 square feet of commercial space dispersed within four separate buildings on Lot 4C.
- Arlington Downs Residential IV (ADR-IV), future development of up to 360 multi-family residential units on Lots 2A and Lot 16.

A map of the development zones and a map of the proposed lots are included at the end of this report.

Currently, the One Arlington Residential Tower sits on one platted lot that includes not only the tower and the 29-space parking lot to the east, but also the Stonegate Boulevard and Payton Place private roadways, which serve the entire Arlington Downs PUD as a common element. The petitioner, Arlington Downs Residential, LLC, is the owner of this lot and wishes to subdivide out the residential tower from the roadway so that the roadway will be located on a separate lot that will be transferred to the Master Association that governs the PUD. As part of this process, the underground parking structure which serves the One Arlington tower will also be subdivided into subterranean lots. Additionally, the overall Declarations of Easements and Covenants will be amended and restated to clarify maintenance responsibilities and establish updated regulations for governing the PUD. Any conflicts between the revised Declaration and PUD approvals shall be determined based upon the PUD zoning approvals and conditions.

**Zoning and Comprehensive Plan**

The property is currently within the B-2, General Business District, as well as the Euclid/Rohlwing Overlay District. No changes to the existing zoning districts are warranted as part of this petition. The Comprehensive Plan outlines that this property is suitable for mixed-use developments, and together with the remaining lots within the PUD, the Arlington Downs PUD is considered a mixed-use development. The proposal is consistent with the Comprehensive Plan land use designation. No physical modifications to the PUD are proposed and no amendment to the PUD is required as part of the proposed subdivision.

However, there are several outstanding elements of the previously approved PUD, which must be addressed within the modified Declarations that govern the PUD. Partly due to the modifications to the lots that have occurred over the years, as well as the introduction of new ownership groups within the PUD, the existing Declaration of Easements and Covenants is obsolete and must be revised to be consistent with the PUD conditions of approval. The original Arlington Downs PUD was proposed for development by one overall entity, and as part of the approval, this entity had certain infrastructure obligations that were to be implemented at various stages of the overall build-out. As multiple different owners have been introduced

to the development over the years, it is unclear which parties are responsible for which infrastructure improvements. In many instances, responsibility for these improvements should fall with the Master Association, which is comprised of all owners within the PUD, and this should be made clear in the revised Declarations. A summary of these issues will be outlined later within this report.

As this development borders the City of Rolling Meadows, the Village reached out to the city to make them aware of the application. The City of Rolling Meadows has provided a brief letter outlining certain comments/concerns with the modified Declarations, which letter has been included in the packet transmitted to the Plan Commission.

As mentioned above, the proposed subdivision would create one lot for the roads (Outlot 1C), and that lot would be transferred from the petitioner to the Arlington Downs Master Association. The One Arlington Tower would be located on a separate lot (Lot 1B), which would include the small 29-space parking area to the east. The subterranean levels of the underground garage would be separately platted/subdivided out as well. The lot including the One Arlington Tower, as well as the subterranean lot, would no longer have direct frontage along a public street, and accordingly, the following variation from Chapter 29 is required:

- **A Variation to Chapter 29, Section 29-307a.1, to allow Lots 1B and 1D without having their full frontage abutting a street.**

The Staff Development Committee (SDC) is supportive of this variation as Lots 1B and 1D have permanent access to a public right-of-way via a perpetual access easement as outlined within the revised Declarations.

**Building, Site, Landscaping:**
No changes are proposed to the site or buildings as part of this subdivision.

**Parking and Traffic:**
A traffic and parking study is only required in subdivisions that include 100 lots or more. The amended Declarations outline shared parking and access that aligns with the requirements and stipulations within the approved PUD. In general, the Declarations establish shared parking as outlined below:

- One Arlington residential (Lot 1B) has exclusive access to park in the underground garage. One Arlington commercial has access to parking within the underground garage as well.
- The parking area to the east of the One Arlington tower and located on Lot 1B, which currently consists of 29 parking stalls (with the potential for up to 73 parking stalls with land-banking), is open for parking to all users within the PUD.
- ADR-II (Lot 5A) has exclusive access to their parking garage and the surface spaces in their motor court.
- ADR-III (Lot 3A), if approved at a future date, will have exclusive access to their future parking lot/garage.
- ADR-IV (Lot 2A-2 and Lot 16), if approved at a future date, will have exclusive access to their future parking lot/garage.
- The future parking areas in Lots 4B and 4C will be open to parking for all users within the PUD.
- The First Ascent parking lot (Lot 2A-1) is open for parking by all users within the PUD.

It should be noted that future developments within the PUD shall be required to submit additional traffic studies/surveys as part of the zoning review process.

**Infrastructure Obligations:**

There are several infrastructure obligations outlined below that were always intended to be costs borne by the master developer. Now that portions of the PUD have been sold off to multiple different owners, the responsibility for implementation of these improvements shall rest with the Master Association as that is the collective group of owners that is most similar to the original master developer. There are several areas of the revised Declarations that need modifications:

*Euclid/Stonegate Traffic Signal*

Original traffic projections for the development (as approved in 2012) indicated that a traffic signal may be warranted at the intersection of Euclid Avenue and Stonegate Boulevard. As such, when the final Planned Unit Development was approved, the following condition of approval was added to Ordinance #12-038:

3. Pursuant to Planned Unit Development Ordinance Number 12-006, SECTION NINE, Traffic and Parking Condition #16, the Declaration of Covenants, Conditions and Restrictions, shall be modified prior to the issuance of a building permit for Phase 1 — Residential Tower Conversion, to include a provision requiring the property owner/master association to be responsible for 100% of all costs associated with the traffic signal warrant analysis as well as pay 100% of all design, installation, maintenance and energy costs associated with the traffic signal along Euclid Avenue, subject to Cook County Department of Highways' approval.

As the Declarations are proposed for revision, a provision must be added to the revised document that makes it clear the Master Association (all property owners) is responsible for 100% of all costs associated with the traffic signal warrant analysis as well as pay 100% of all design, installation, maintenance and energy costs associated with said traffic signal. The revised Declarations, as currently proposed, do not make this clear. A condition of approval to modify the proposed document has been included in the SDC recommendation below. If this modification is not made, the overall Planned Unit Development would be non-compliant with the original PUD approvals.

*Rohlwing Streetscape*

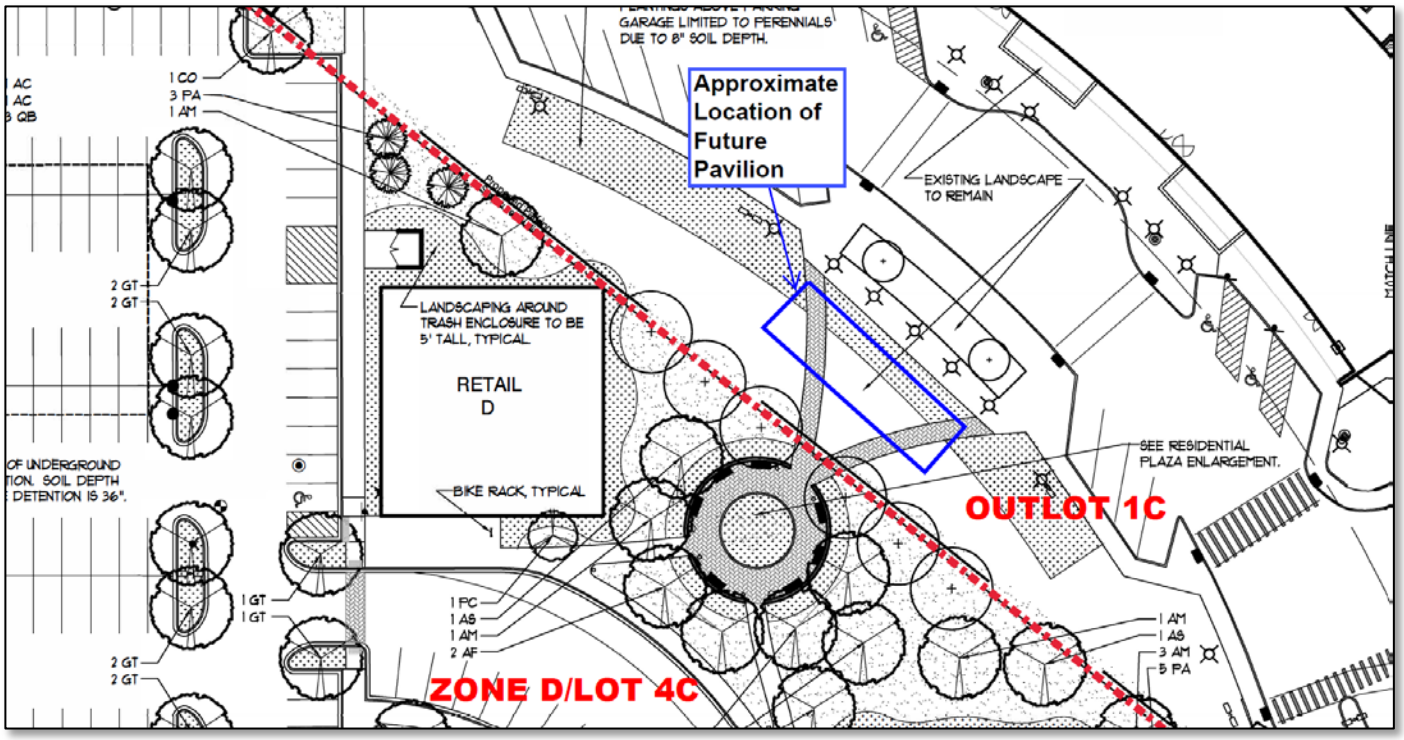
The east side of Rohlwing Road from Euclid Avenue north to Salt Creek Lane does not have a sidewalk or streetlights. During the second amendment to the PUD, which occurred in 2014, it was clarified in Ordinance 14-025 that the master developer must install the streetscape improvements along the east side of Rohlwing Road when the former water park is reoccupied. While First Ascent has now occupied the former water park, these streetscape improvements should be constructed with the first project to be developed on Lots 2A-2/Lot 16, 4B or 4C. It should be noted that the east side of Rohlwing Road is within the jurisdiction of the City of Rolling Meadows and the streetscape shall comply with all applicable requirements of the City of Rolling Meadows.

The Declarations should be revised to make it clear that whenever development occurs on Lot2A-2/Lot 16, Lot 4B, and/or Lot 4C (whichever lot proceeds with development first) the full streetscape improvements shall be installed from Salt Creek Lane to Euclid Avenue, which shall include a pedestrian signal and crosswalk across Euclid Avenue on the east side of Rohlwing Road. The cost of these improvements shall be proportionately shared between the owners of Lots 4B, 4C, and 2A-2/16. A condition to modify the

Declarations to clarify such has been recommended below. The letter from the City of Rolling Meadows states that they agree on the timing of these improvements as recommended by the Village.

*Plaza/Pavilion Area*

To the southwest of the One Arlington Tower there is a partially completed pavilion, which has 8 stubbed columns that are anchored into the roof of the underground garage below. These columns are meant to accommodate a future pavilion structure, which was a component of the larger plaza area that would be located in "Zone D" (now known as Lot 4C) and would function as a pedestrian pathway between the One Arlington Tower and the commercial uses in Zone D/Lot 4C. However, the pavilion columns are located on proposed Outlot 1C, which lot will be transferred to the Master Association. The revised declarations do not make it clear who is responsible for completing the pavilion area, although they do assign future maintenance costs for the pavilion to the Master Association. The Declarations state that the Master Association will "coordinate final pavilion design" with the Lot 4C owner when a development is proposed on that lot (which will include the portion of the plaza area that falls on Lot 4C). The most recent approved development concept and lot lines/future improvements are shown below:




While it makes sense that the pavilion would be completed with the associated plaza on Lot 4C, the Declarations should make it clear that Lot 4C has the authority to enter upon Outlot 1C to complete construction of the pavilion and any elements of the plaza that fall on Outlot 1C. A condition of approval to add this language to the revised Declarations has been recommended below.

*Land-banked Parking*

There are two areas of land-banked parking within the PUD, one located on Lot 2A-1, and the other on proposed Lot 1B. These land-banked parking areas are generally depicted within **Exhibit I** at the end of this report. Should the Village observe a parking shortage on the site, the land-banked parking areas would need to be constructed, and the Declarations should make it clear that the property owners of each lot would need to bear the cost of construction for this land-banked parking should the Village determine that it is necessary.

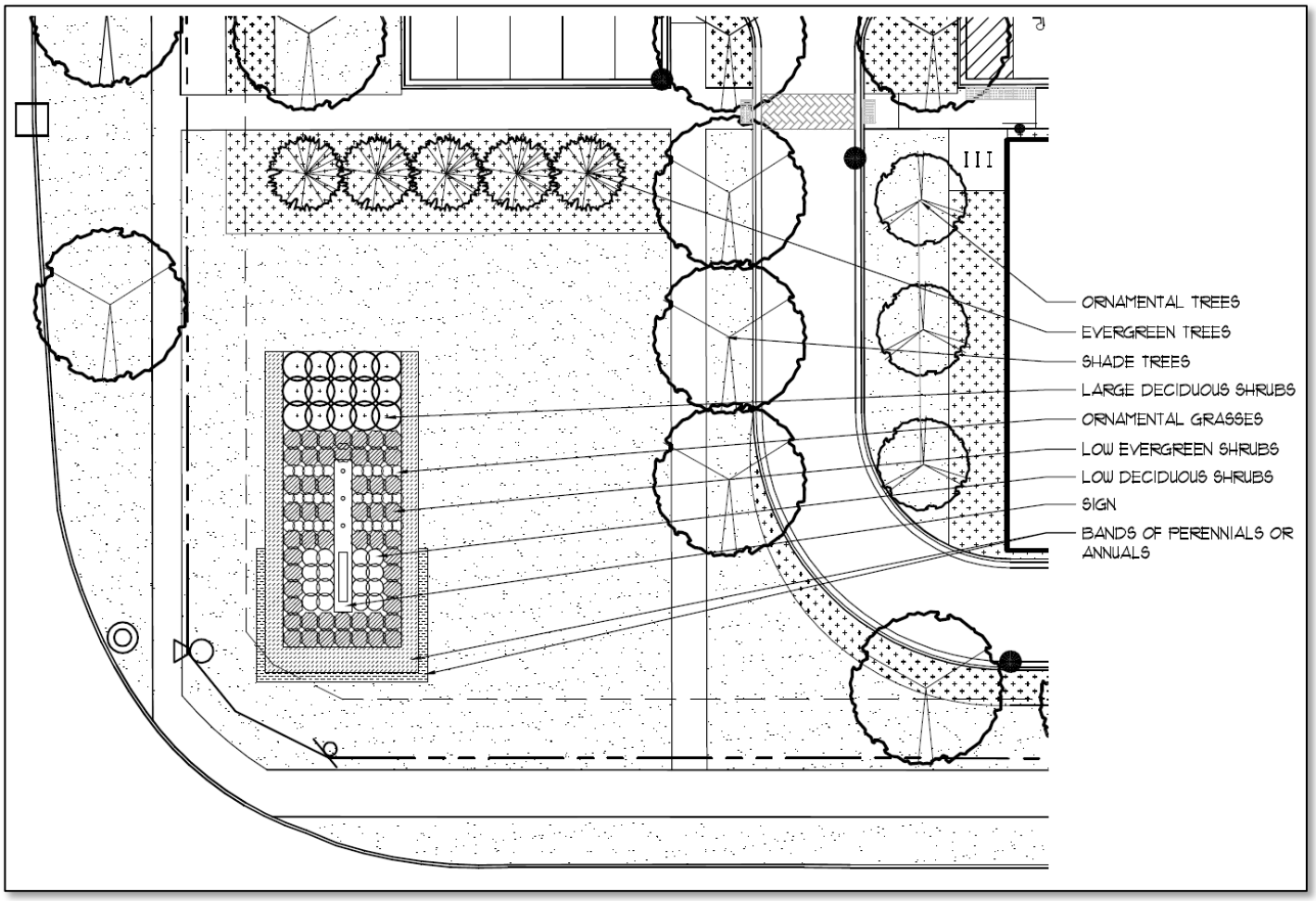
The Declarations shall be revised accordingly and a condition of approval requiring such has been recommended below.

*Rohlwing Road Right-Turn Lane*

Traffic projections provided as part of the original PUD approval indicated that a dedicated right-turn lane may be necessary as the development moved towards full build-out. The original master developer was required to pay for a warrant analysis to determine if this turn-lane is necessary, and if determined to be necessary, is required to design, engineer, and construct said turn-lane. While the revised Declarations assign this responsibility to the Master Association, both the City of Rolling Meadows and the Village of Arlington Heights recommend further modifications to the language to clarify this requirement and outline when it must be satisfied.

*Village Entry Sign*

Since its original approval, all iterations of this PUD have included a Village Entry Sign at the corner of Euclid Avenue and Rohlwing Road, which was to be installed by the master developer. Per the most recent 2018 PUD amendment, the conceptual design for this entry feature is approved as generally shown below (it should be noted that Ord. 15-049 requires review and approval of a finalized design for this entry feature prior to construction):




The proposed Declarations assign the construction, cost and future maintenance obligations for this sign to the owner of Lot 4C. While the sign falls within the boundaries of Lot 4C, the original PUD was structured to

require construction of this sign when development in "Zone D" began, which zone consists of Lots 4B and 4C. The Declarations must be revised to clarify that this sign shall be constructed when development occurs on either Lot 4B or Lot 4C (whichever comes first), and that the cost of construction of this sign shall be shared between the owners of Lots 4B and 4C.

**Recommendation**

The Staff Development Committee (SDC) reviewed the proposed re-subdivision to create three lots, as well as the following variation from Chapter 29 of the Municipal Code:

- Section 29-307a.1, to allow Lot 1B and Lot 1D without each lot having their full frontage abutting a street.

The SDC recommends APPROVAL of the application subject to the following conditions:

1. The Amended and Restated Declarations shall be revised as follows:
    a. *Rohlwing Road Streetscape Improvements*: The Declarations shall be revised to make it clear that whenever development occurs on Lot2A-2/Lot 16, Lot 4B, and/or Lot 4C (whichever lot proceeds with development first) the full streetscape improvements shall be installed from Salt Creek Lane to Euclid Avenue, which shall include a pedestrian signal and crosswalk across Euclid Avenue on the east side of Rohlwing Road. The cost of these improvements shall be proportionately shared between the owners of Lots 4B, 4C, and 2A-2/16.
    b. *Rohlwing Road Right-Turn Lane*: The Declarations shall be revised to require that the Master Association pay for the warrant study for said right-turn lane, as well as design, engineer, and construct said turn lane if determined to be warranted as outlined in Ord 215-049 condition 3. Furthermore, the Master Association shall provide said study upon the request of the Village.
    c. *Land-Banked Parking*: The Declarations shall be revised to clearly state that the owners of Lots 1B and 2A-1 shall bear the cost of construction of the land-banked parking on their respective lots should it be determined by the Village that there is a parking shortage occurring within the PUD.
    d. *Plaza/Pavilion*: The Declarations shall be revised to allow any of the other lot owners the right to construct the pavilion and any elements of the plaza area that fall within the boundaries of Outlot 1C.
    e. *Euclid/Stonegate Turn Signal*: The Declarations shall be revised to require the Master Association be responsible for 100% of all costs associated with the traffic signal warrant analysis as well as pay 100% of all design, installation, maintenance and energy costs associated with said traffic signal.
    f. *Village Entry Sign*: The Declarations shall be revised to clarify that the Village Entry Sign shall be constructed when development occurs on either Lot 4B or Lot 4C (whichever comes first), and that the cost of construction of this sign shall be shared between the owners of Lots 4B and 4C.
2. Any conflicts between the declaration and PUD approvals shall be determined based upon the PUD zoning approvals and conditions.
3. The petitioner shall comply with all Federal, State, and Village Codes, Regulations, and Policies.

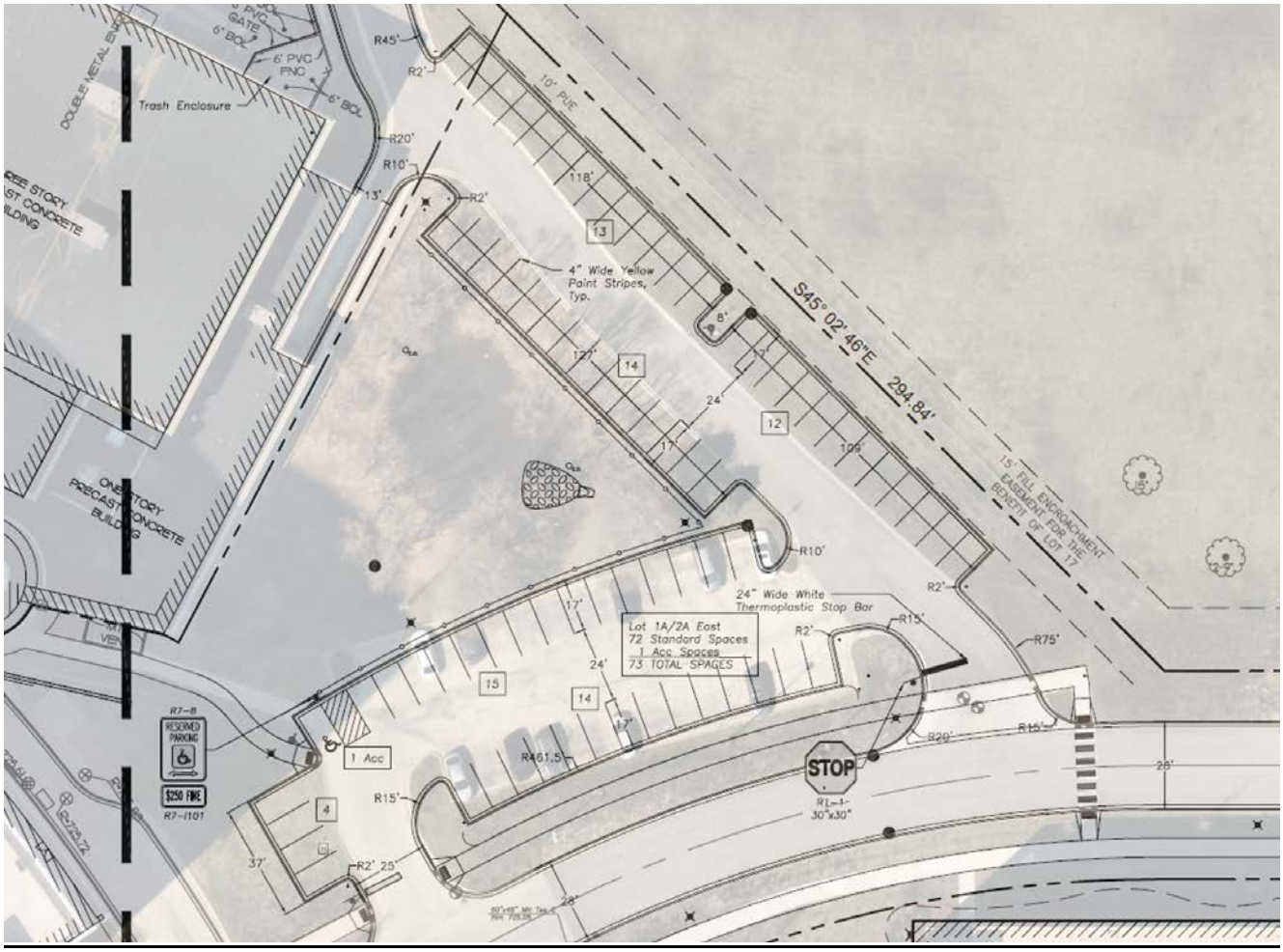
_____ September 22, 2023

Michael Lysicatos, Assistant Director of Planning and Community Development

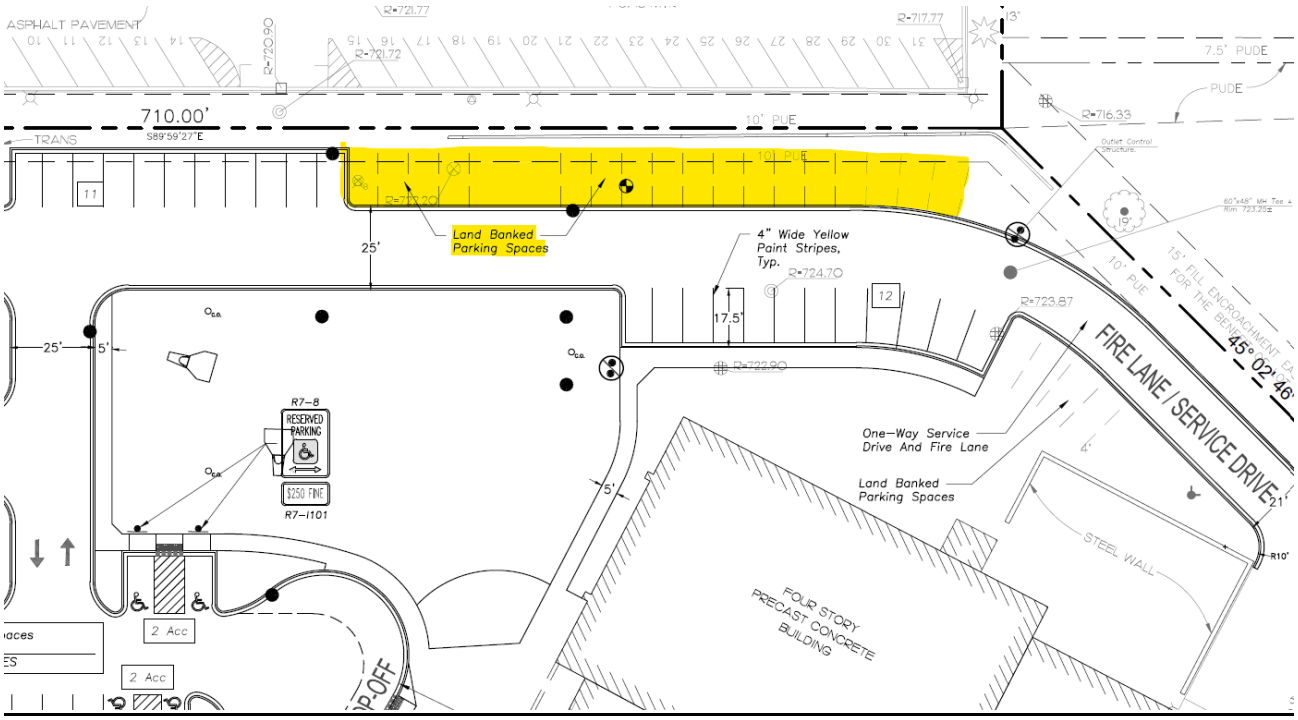
Cc: Randy Recklaus, Village Manager
All Department Heads

**Exhibit I – Land-banked Parking Areas**

Lot 1B




Lot 2A-1



THE PROPERTY HAS DIRECT ACCESS TO ROHLWING ROAD, EUCLID AVENUE AND SALT CREEK LANE, EACH A HERETOFORE DEDICATED RIGHT OF WAY. TITLE COMMITMENT LISTED HEREON DOES NOT CONTAIN ANY DEDICATION INFORMATION FOR THESE RIGHT OF WAYS.

NOTE:
TFW SURVEYING & MAPPING, INC., HAS BEEN COMMISSIONED TO PERFORM AN ALTA SURVEY OF ONLY THAT REAL ESTATE AS LEGALLY DESCRIBED ABOVE. ALL DATA AS SHOWN HEREON, BUT LYING BEYOND THE BOUNDARY LIMITS AS LEGALLY DESCRIBED ABOVE, INCLUDING (BUT NOT LIMITED TO) LOT LINES, EASEMENTS AND SETBACK LINES IS UNOFFICIAL AND INCOMPLETE AND IS SHOWN FOR INFORMATIONAL PURPOSES ONLY. THIS SURVEY DOES NOT INTEND TO VERIFY OR SUBSTANTIATE EASEMENTS OR BUILDING LINES (OR THE VACATION OF SAME) ON ADJOINING PROPERTIES (UNLESS OTHERWISE SPECIFICALLY REFERENCED IN A TITLE COMMITMENT AS BEING BENEFICIAL TO OR AN ENCUMBRANCE ON THE PROPERTY AS LEGALLY DESCRIBED ABOVE). REFER TO A PLAT OF SURVEY BY OTHERS AND / OR SEE PUBLIC RECORD DOCUMENTS FOR COMPLETE DETAILS PERTINENT TO ALL ADJOINING PROPERTIES.

THE INTENT OF THIS SURVEY IS TO SHOW AT OR ABOVE GRADE IMPROVEMENTS ONLY. IT IS POSSIBLE THAT BELOW GRADE IMPROVEMENTS EXIST THAT THIS SURVEYOR IS NOT AWARE OF. IN SOME INSTANCES THIRD PARTY UTILITY LOCATING SERVICES HAVE PLACED WITNESS MARKERS AT GRADE TO INDICATE SOME BELOW GRADE IMPROVEMENTS OR UTILITIES. IF MARKED IN FIELD, SAID WITNESS MARKS HAVE BEEN LOCATED AND ARE SHOWN HEREON. ADDITIONAL BELOW GRADE IMPROVEMENTS OR UTILITIES MAY ALSO EXIST THAT WERE NOT MARKED BY THIRD PARTY UTILITY LOCATING SERVICES FOR THE BENEFIT OF THIS SURVEY.

THE PROPERTY DESCRIBED HEREON IS THE SAME AS THE PROPERTY DESCRIBED IN CHICAGO TITLE INSURANCE COMPANY COMMITMENT NO. 23003549W WITH AN EFFECTIVE DATE OF APRIL 13, 2023 AND THAT ALL EASEMENTS, COVENANTS AND RESTRICTIONS REFERENCED IN SAID TITLE COMMITMENT OR APPARENT FROM A PHYSICAL INSPECTION OF THE SITE OR OTHERWISE KNOWN TO ME HAVE BEEN PLOTTED HEREON OR OTHERWISE NOTED AS TO THEIR EFFECT ON THE SUBJECT PROPERTY.

EXCEPT AS SHOWN ON THE SURVEY, BASED ON OBSERVABLE EVIDENCE, THE SUBJECT PROPERTY DOES NOT SERVE ANY ADJOINING PROPERTY FOR DRAINAGE, UTILITIES OR INGRESS OR EGRESS.

ALL VISIBLE UTILITIES SERVING THE PREMISES ENTER THROUGH ADJOINING PUBLIC STREETS AND/OR EASEMENTS OF RECORD.

ALL VISIBLE ACCESS IMPROVEMENTS ARE SHOWN ON THE SURVEY.

NOTE 5B: STONEGATE BOULEVARD AND WEST PAYTON PLACE ARE PRIVATE DRIVES. NO LIMITS OF STONEGATE BOULEVARD OR WEST PAYTON PLACE HAVE BEEN PROVIDED AND NO LIMITS OF EITHER IS IMPLIED ON THIS SURVEY.

GRAPHIC SCALE

40' 0 20' 40' 80' 160'
( IN FEET )
1 inch = 40' ft.

SITE MAP
1" = 40'

TITLE COMMITMENT NOTES:
THIS SURVEY REFLECTS CERTAIN MATTERS OF TITLE AS INDICATED WITHIN:
CHICAGO TITLE INSURANCE COMPANY ALTA OWNER'S POLICY OF TITLE INSURANCE
POLICY NO. 23003549W EFFECTIVE DATE: APRIL 13, 2023
PIN AS LISTED IN TITLE COMMITMENT: 02-25-100-044-0000, 02-25-100-049-0000, 02-26-201-031-0000, 02-26-201-035-0000, 02-25-100-048-0000 & 02-26-201-034.
THIS PROPERTY MAY BE SUBJECT TO COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED WITHIN:
THE FOLLOWING ITEMS ARE GENERAL EXCEPTIONS AND ARE NOT PLOTTABLE: 1-7, 8 [A], 9 [R], 10 [B], 11 [C], 12 [T], 13 [D], 20 [K]
[CTIC E #14] DOCUMENT 1316322014, RECORDED JUNE 12, 2013 (EASEMENT – SEE NOTE E4)
[CTIC F #15] DOCUMENT 1329839038, RECORDED OCTOBER 25, 2013 (SUBDIVISION – SEE NOTE 1)
[CTIC G #16] DOCUMENT 1329839038, RECORDED OCTOBER 25, 2013 (SUBDIVISION – SEE NOTE 1)
[CTIC H #17] DOCUMENT 1221210141, RECORDED JULY 30, 2012 (EASEMENT AGREEMENT – SEE NOTE 2)
[CTIC I #18] DOCUMENTS 25466742, 25591285, 1316322014, 1316322015 AND 1316322016 (EASEMENTS – SEE NOTE 1, NOTE E1, NOTE E4, NOTE E5 AND NOTE E6)
[CTIC J #19] DOCUMENT 1410049002, RECORDED APRIL 10, 2014 (MAINTENANCE AGREEMENT – SEE NOTE 3)
[CTIC M #22] DOCUMENT 1901616080, RECORDED JANUARY 16, 2019 (EASEMENT – SEE NOTE E7)
[CTIC N #23] DOCUMENT 2100834061, RECORDED JANUARY 8, 2021 (EASEMENT – SEE NOTE E8)
[CTIC O #24] DOCUMENT 2100834062, RECORDED JANUARY 8, 2021 (EASEMENT – SEE NOTE E9)
[CTIC S #25] DOCUMENT 2124257023, RECORDED AUGUST 3, 2021 (WATERSHED MANAGEMENT PERMIT – SEE NOTE 37)

NOTE 1: ARLINGTON DOWNS TWO RECORDED OCTOBER 25, 2013 AS DOCUMENT 1329839038 DEPICTS EASEMENTS AND BUILDING SETBACK LINES CREATED BY ARLINGTON PARK OFFICE CENTER (RECORDED MAY 23, 1980 AS DOCUMENT 25466742). THE EASEMENTS AND BUILDING SETBACK LINES AFFECT SUBJECT PROPERTY. EASEMENTS AND BUILDING SETBACK LINES (AS STILL EXISTING) ARE SHOWN HEREON. NO NEW EASEMENTS OR BUILDING SETBACK LINES WERE CREATED PER ARLINGTON DOWNS TWO.
NOTE 2: DOCUMENT 1221210141, RECORD JULY 30, 2012 GRANTS EASEMENTS. DOCUMENT IS PARTIALLY ILLEGIBLE. DOCUMENT DOES NOT CONTAIN A LEGAL DESCRIPTION OR MATHEMATICAL LOCATION OF EASEMENT. AFFECTS THE SUBJECT PROPERTY, BUT EASEMENT CANNOT BE PLOTTED HEREON.
NOTE 3: DOCUMENT 1410049002 AFFECTS THE SUBJECT PROPERTY, BUT IS NOT PLOTTABLE.
NOTE 4: ONLY RECORDED EASEMENTS AND SETBACKS ARE SHOWN HEREON (ZONING SETBACKS ARE INCLUDED, BUT NOTED AS ZONING SETBACKS).
NOTE 37: WATERSHED MANAGEMENT PERMIT RECORDED AUGUST 3, 2021 AS DOCUMENT 2122457023 DOES NOT AFFECT THE SUBJECT PROPERTY.

NOTE E1: DOCUMENT 25591285, RECORDED SEPTEMBER 19, 1980 IS A DECLARATION OF EASEMENTS. THE EASEMENT LOCATIONS LISTED IN SAID DOCUMENT WERE PREVIOUSLY CREATED BY ARLINGTON PARK OFFICE CENTRE, RECORDED MAY 23, 1980 AS DOCUMENT 25466742.

NOTE E2: INTENTIONALLY OMITTED.

NOTE E3: PUBLIC UTILITY EASEMENT PER ARLINGTON PARK OFFICE CENTRE RECORDED MAY 23, 1980 AS DOCUMENT 25466742.

NOTE E4: DOCUMENT 1316322014 RECORDED JUNE 12, 2013 CREATES "A NON-EXCLUSIVE EASEMENT FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS, DRIVEWAYS, PARKING, UTILITIES AND SIGNS AS CREATED BY DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS." THE DOCUMENT DOES NOT CONTAIN A LEGAL DESCRIPTION OR A MATHEMATICAL LOCATION OF THE EASEMENT. EASEMENT AFFECTS PROPERTY BUT CANNOT BE PLOTTED.

NOTE E5: DOCUMENT 1316322015 RECORDED JUNE 12, 2013 CREATES A TEMPORARY CONSTRUCTION EASEMENT. EASEMENT IS BLANKET IN NATURE AND CANNOT BE PLOTTED.

NOTE E6: DOCUMENT 1316322016 RECORDED JUNE 12, 2013 CREATES AN EASEMENT FOR PARTY WALL. EASEMENT AFFECTS PROPERTY BUT CANNOT BE PLOTTED. THE LOCATION OF THE SUBJECT PARTY WALL IS LABELED HEREON.

NOTE E7: DOCUMENT 1901616080 CREATES AN EASEMENT TO COMCAST. EASEMENT IS BLANKET IN NATURE AND CANNOT BE PLOTTED.

NOTE E8: DOCUMENT 2100834061 CREATES AN ACCESS EASEMENT. NO DIMENSIONS FOR LIMITS OF EASEMENT ARE INCLUDED IN THE DOCUMENTS. AFFECTS THE SUBJECT PROPERTY, BUT IS NOT PLOTTABLE.

NOTE E9: DOCUMENT 2100834062 CREATES AN ACCESS AND PARKING EASEMENT. NO DIMENSIONS FOR LIMITS OF EASEMENT ARE INCLUDED IN THE DOCUMENTS. AFFECTS THE SUBJECT PROPERTY, BUT IS NOT PLOTTABLE.

OWNERSHIP AS SHOWN HEREON FOR PARCELS 02-25-100-044 AND 02-26-201-031 HAVE BEEN PROVIDED BY THE CLIENT. THE OWNERSHIP LISTED DOES NOT MATCH COOK COUNTY GIS DATA.


TFW SURVEYING & MAPPING, LLC
LAND SURVEYING · TOPOGRAPHIC MAPPING · CONSTRUCTION LAYOUT
1751 DILLEY'S ROAD SUITE 105 GURNEE, ILLINOIS 60031
847.548-6600 FAX 548-6699
info@tfwsurvey.com www.tfwsurvey.com


# ALTA/NSPS LAND TITLE SURVEY

PARCEL 1:
LOT 1A IN ARLINGTON DOWNS TWO, BEING A RESUBDIVISION OF LOTS 1, 2 AND 4 IN ARLINGTON DOWNS, BEING A PLANNED UNIT DEVELOPMENT OF PART OF THE NORTHWEST 1/4 OF SECTION 25 AND PART OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF RESUBDIVISION RECORDED OCTOBER 25, 2013 AS DOCUMENT NUMBER 1329839038, IN COOK COUNTY, ILLINOIS.

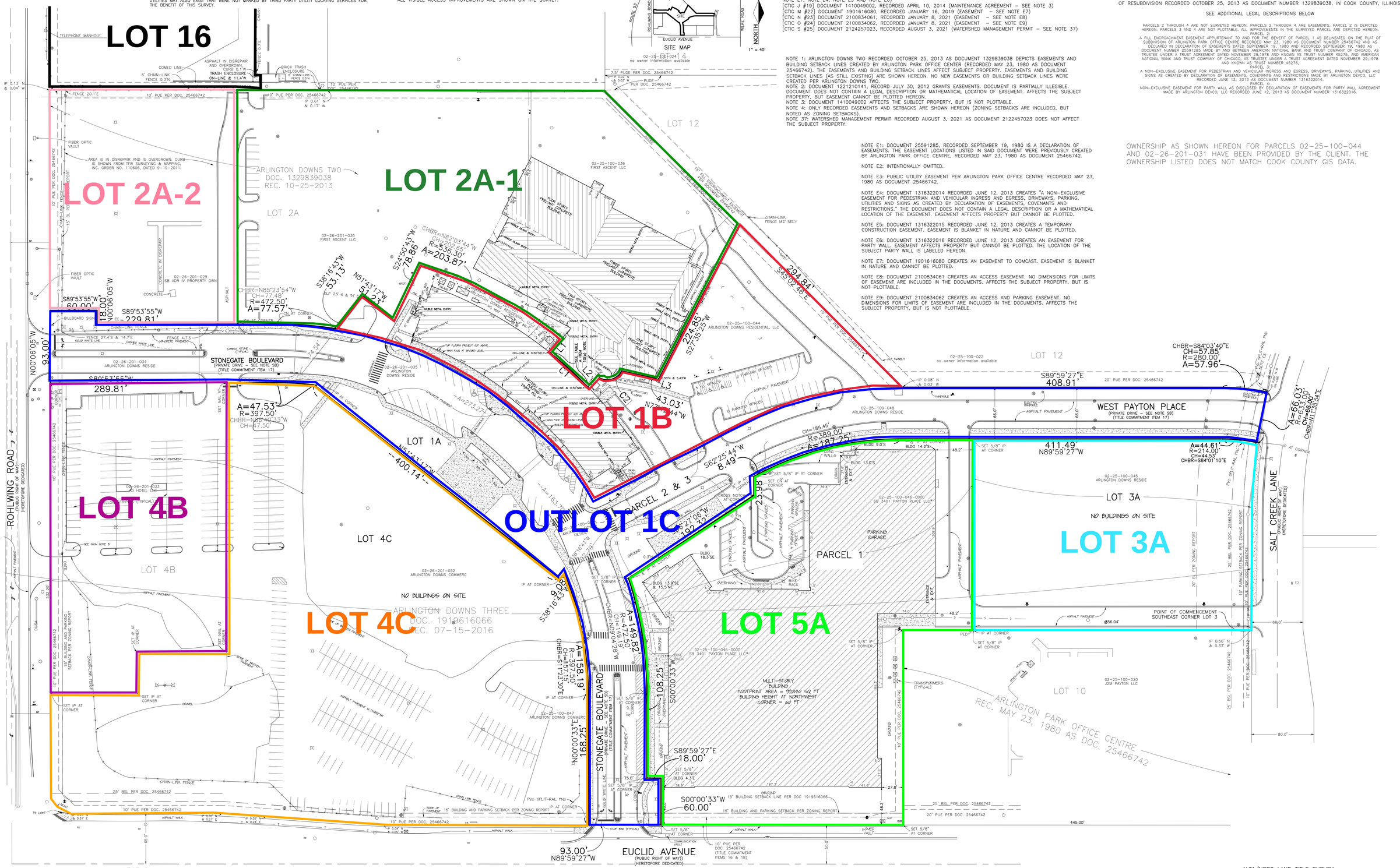
SEE ADDITIONAL LEGAL DESCRIPTIONS BELOW

PARCELS 2 THROUGH 4 ARE NOT SURVEYED HEREON. PARCELS 2 THROUGH 4 ARE EASEMENTS. PARCEL 2 IS DEPICTED HEREON. PARCELS 3 AND 4 ARE NOT PLOTTABLE. ALL IMPROVEMENTS IN THE SURVEYED PARCEL ARE DEPICTED HEREON.

PARCEL 2:
A FILL ENCROACHMENT EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS DELINEATED ON THE PLAT OF SUBDIVISION OF ARLINGTON PARK OFFICE CENTRE RECORDED MAY 23, 1980 AS DOCUMENT NUMBER 25466742 AND AS DECLARED IN DECLARATION OF EASEMENTS DATED SEPTEMBER 19, 1980 AND RECORDED SEPTEMBER 19, 1980 AS DOCUMENT NUMBER 25591285 MADE BY AND BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER A TRUST AGREEMENT DATED NOVEMBER 29,1978 AND KNOWN AS TRUST NUMBER 45275, AND AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER A TRUST AGREEMENT DATED NOVEMBER 29,1978 AND KNOWN AS TRUST NUMBER 45276,

PARCEL 3:
A NON-EXCLUSIVE EASEMENT FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS, DRIVEWAYS, PARKING, UTILITIES AND SIGNS AS CREATED BY DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS MADE BY ARLINGTON DEVCO, LLC RECORDED JUNE 12, 2013 AS DOCUMENT NUMBER 1316322014.

PARCEL 4:
NON-EXCLUSIVE EASEMENT FOR PARTY WALL AS DISCLOSED BY DECLARATION OF EASEMENTS FOR PARTY WALL AGREEMENT MADE BY ARLINGTON DEVCO, LLC RECORDED JUNE 12, 2013 AS DOCUMENT NUMBER 1316322016.


LOT 16
LOT 2A-1
LOT 2A-2
LOT 1B
LOT 1A
LOT 4B
LOT 4C
OUTLOT 1C
LOT 5A
LOT 3A
LOT 12
LOT 10
LOT 4C
PARCEL 1
PARCEL 2 & 3
ROHLWING ROAD
(PUBLIC RIGHT OF WAY)
(HERETOFORE DEDICATED)
STONEGATE BOULEVARD
(PRIVATE DRIVE – SEE NOTE 5B)
(TITLE COMMITMENT ITEM 17)
WEST PAYTON PLACE
(PRIVATE DRIVE – SEE NOTE 5B)
(TITLE COMMITMENT ITEM 17)
SALT CREEK LANE
(PUBLIC RIGHT OF WAY)
(HERETOFORE DEDICATED)
EUCLID AVENUE
(PUBLIC RIGHT OF WAY))
(HERETOFORE DEDICATED)
ARLINGTON DOWNS TWO
DOC. 1329839038
REC. 10-25-2013
ARLINGTON DOWNS THREE
DOC. 1910616066
REC. 07-15-2016
ARLINGTON PARK OFFICE CENTRE
REC. MAY 23, 1980 AS DOC. 25466742
02-25-100-036 FIRST ASCENT LLC
02-26-201-030 FIRST ASCENT LLC
02-25-100-044 ARLINGTON DOWNS RESIDENTIAL, LLC
02-25-100-048 ARLINGTON DOWNS RESIDE
02-26-201-034 ARLINGTON DOWNS RESIDE
02-26-201-035 ARLINGTON DOWNS RESIDE
02-25-100-045 ARLINGTON DOWNS RESIDE
02-25-100-046-0000 SB 3401 PAYTON PLACE LLC
02-25-100-020 JZM PAYTON LLC
02-25-100-022 no owner information available
02-25-100-047 ARLINGTON DOWNS COMMERC
02-26-201-032 ARLINGTON DOWNS COMMERC
02-26-201-033 HOTEL DC
02-26-201-029 SB ADR IV PROPERTY OWN
02-25-100-024 no owner information available
NO BUILDINGS ON SITE
MULTI-STORY BUILDING FOOTPRINT AREA = 99930 SQ FT BUILDING HEIGHT AT NORTHWEST CORNER = 60 FT
PARKING GARAGE
TWO STORY PRECAST BUILDING
THREE STORY PRECAST BUILDING
S89°53'55"W 60.00'
S89°53'55"W 229.81'
N00°06'05"W 93.00'
S89°57'55"W 289.81'
A=47.53'
R=397.50'
CHBR=N82°43'33"W
CH=47.50'
S38°16'43"W 53.13'
N51°43'17"W 51.23'
CHBR=N85°23'54"W
CH=77.48'
R=472.50'
A=77.57'
S24°50'43"W 78.86'
CHBR=N62°03'44"W
CH=202.30'
R=536.30'
A=203.87'
S27°35'25"W 224.85'
294.84'
S45°02'46"E
S62°25'44"W 8.49'
N27°27'05"W 192.12'
N00°00'33"W 108.25'
S00°00'33"W 60.00'
S89°59'27"E 18.00'
N00°00'33"E 168.25'
93.00' N89°59'27"W
A=151.91'
R=397.00'
CHBR=S11°57'35"E
CH=150.97'
A=149.82'
R=172.50'
CHBR=N10°09'28"W
CH=145.19'
CH=185.45'
R=389.00'
A=187.25'
S89°59'27"E 408.91'
411.49' N89°59'27"W
CHBR=S84°03'40"E
CH=57.85'
R=280.00'
A=57.96'
A=66.03'
R=66.00'
CH=63.29'
CHBR=N11°33'34"E
A=44.61'
R=214.00'
CH=44.53'
CHBR=S84°01'10"E
445.00'
80.0'
66.0'
48.2'
27.8'
TELEPHONE MANHOLE
FIBER OPTIC VAULT
BILLBOARD SIGN
CHAIN-LINK FENCE
CONCRETE
ASPHALT
BRICK TRASH ENCLOSURE
TRASH ENCLOSURE ON-LINE & 11.4'W
AREA IS IN DISREPAIR AND IS OVERGROWN. CURB IS SHOWN FROM TFW SURVEYING & MAPPING, INC. ORDER NO. 110606, DATED 9-19-2011.
10' PUE PER DOC. 25466742
7.5' PUDE PER DOC. 25466742
PUDE PER DOC. 25466742
15' BUILDING AND PARKING SETBACK PER ZONING REPORT
25' BSL PER DOC. 25466742
70' BSL PER ZONING REPORT
10' PARKING SETBACK PER ZONING REPORT
20' PUE PER DOC. 25466742
SET NAIL AT CORNER
SET IP AT CORNER
SET 5/8" IP AT CORNER
SET CR AT CORNER
IP AT CORNER
POINT OF COMMENCEMENT – SOUTHEAST CORNER LOT 3
TRANSFORMERS (TYPICAL)
ELECTRIC MANHOLE
ASPHALT PAVEMENT
PARKING SPACES
SEE SIGN NOTE B
SEE FENCE NOTE A
SEE NOTE 5B
SEE NOTE 5A
SEE NOTE 5C
SEE NOTE 5D
SEE NOTE 5E
SEE NOTE 5F
SEE NOTE 5G
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SEE NOTE 5DR
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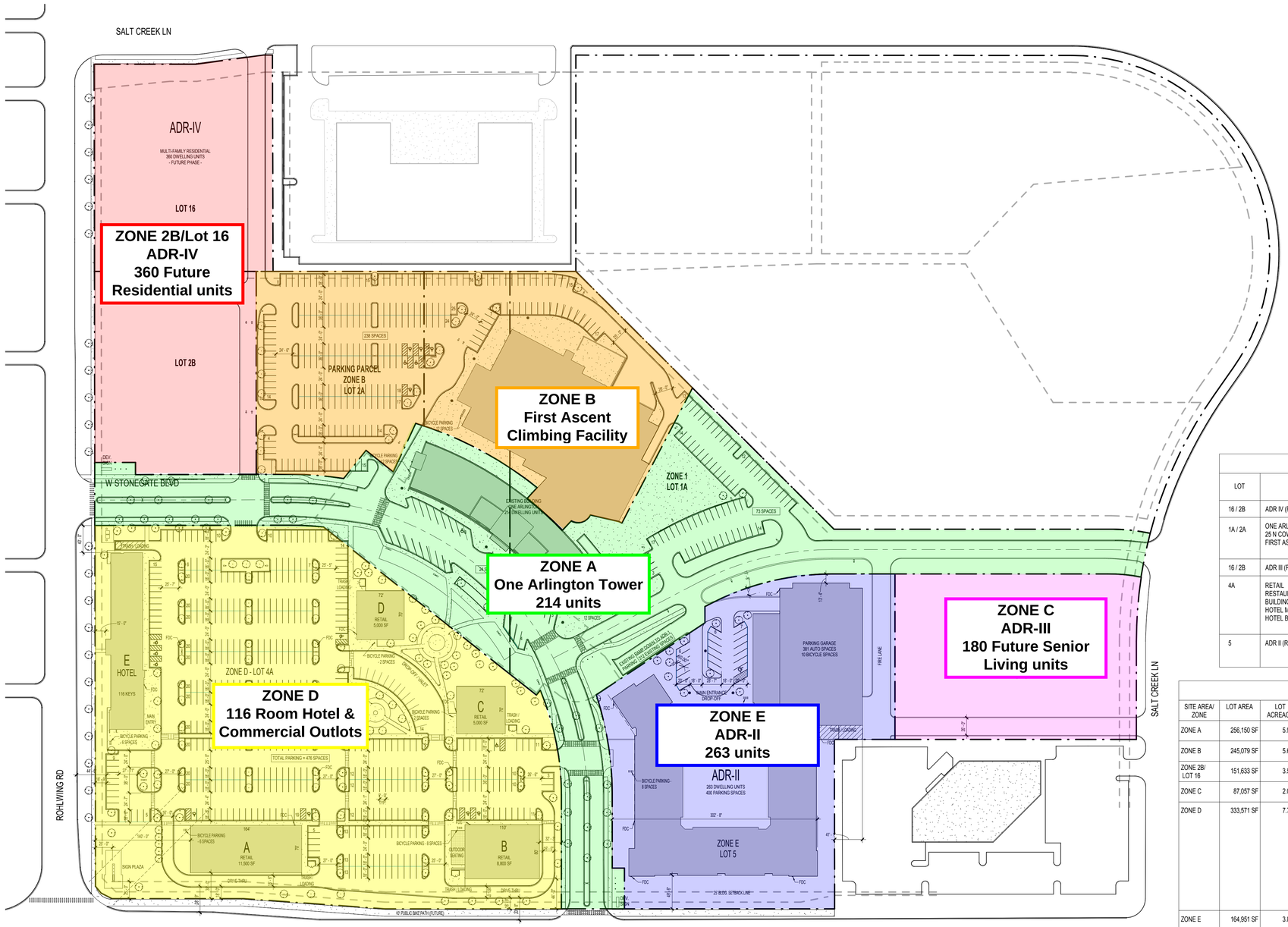


4 / A010 MASTER SITE PLAN
SCALE: 1" = 150'-0"

**DENSITY TABLE**

| LOT AREA | ONE ARLINGTON | ADR-II | ADR-III | ADR-IV |
|---|---|---|---|---|
| TOTAL NUMBER OF UNITS | 214 | 263 | 180 | 360 |
| STUDIO & 1-BEDROOM UNITS | 168 | 137 | TBD | TBD |
| 2-BEDROOM UNITS | 46 | 89 | TBD | TBD |
| 3-BEDROOM UNITS | 0 | 27 | TBD | TBD |

**PARKING TABLE**

| LOT | USE | AREA | REQUIRED PARKING | PROVIDED PARKING | REQUIRED HANDICAP | PROVIDED HANDICAP | REQUIRED BICYCLE | PROVIDED BICYCLE |
|---|---|---|---|---|---|---|---|---|
| 16 / 2B | ADR IV (RESIDENTIAL) | 360 UNITS | 720 | 540 (FUTURE) | 11 | FUTURE | FUTURE | FUTURE |
| 1A / 2A | ONE ARLINGTON (RESIDENTIAL)<br>25 N COWORKING (OFFICE)<br>FIRST ASCENT/FUNTOPIA | 214 UNITS<br>11,722 SF<br>46,463 SF | 310<br>39<br>343<br>692 TOTAL | 312 (GARAGE)<br>335 (SURFACE)<br>647 TOTAL | 13 TOTAL | 6<br>3<br>7<br>16 TOTAL | 21<br>2<br>11<br>33 | 36 |
| 16 / 2B | ADR III (RESIDENTIAL) | 180 UNITS | 360 | 540 (FUTURE) | 7 | FUTURE | FUTURE | FUTURE |
| 4A | RETAIL<br>RESTAURANT<br>BUILDING E (HOTEL) - 116 KEYS<br>HOTEL MEETING ROOMS<br>HOTEL BAR | 10,300 SF<br>23,000 SF<br>116 ROOMS<br>90 PERSONS<br>138 SF | 34<br>289<br>116<br>27<br>3<br>469 TOTAL | 476 TOTAL | 9 TOTAL | 2<br>2<br>1<br>1<br>3<br>9 TOTAL | 2<br>1<br>1<br>1<br>2<br>7 | 6<br>8<br>2<br>2<br>6<br>24 |
| 5 | ADR II (RESIDENTIAL) | 263 UNITS | 526 | 381 (GARAGE)<br>19 (SURFACE)<br>400 (TOTAL) | 8 (GARAGE)<br>1 (SURFACE)<br>9 TOTAL | 8 (GARAGE)<br>1 (SURFACE)<br>9 (TOTAL) | 26 | 16 (SURFACE)<br>10 (GARAGE)<br>137 (INDOOR) |

**LOT COVERAGE TABLE**

| SITE AREA/ ZONE | LOT AREA | LOT ACREAGE | LOT ACREAGE | | BUILDING FOOTPRINT | LOT COVERAGE | IMPERVIOUS COVERAGE | BUILDING F.A.R. | BUILDING HEIGHT |
|---|---|---|---|---|---|---|---|---|---|
| ZONE A | 256,150 SF | 5.9 AC | RESIDENTIAL TOWER | NO CHANGE<br>OFFICE: 11,000 SF | 24,000 SF | 9.4% | 24,000 SF | 1.12 | ~150 FEET |
| ZONE B | 245,079 SF | 5.6 AC | ENTERTAINMENT | CLIMBING FACILITY/ RECREATION | 46,180 SF | 18.9% | 153,893 SF | 0.27 | 59 FEET |
| ZONE 2B/ LOT 16 | 151,633 SF | 3.5 AC | RESIDENTIAL | 360 DWELLING UNITS | TBD | TBD | TBD | TBD | TBD |
| ZONE C | 87,057 SF | 2.0 AC | RESIDENTIAL | 160-180 DWELLING UNITS | TBD | TBD | TBD | TBD | TBD |
| ZONE D | 333,571 SF | 7.7 AC | RETAIL/RESTAURANT | NO CHANGE:<br>GENERAL RETAIL:<br>RESTAURANT ORIENTED:<br>OUTDOORS DINING UP TO 1,000 SF PER RESTAURANT; 3 TOTAL | 10,305 SF<br>19,995 SF<br>3,000 SF | 11.2%<br>0.9% | 261,112 SF | .25 | 24 FEET<br>24 FEET<br>24 FEET |
| | | | HOTEL | SELECT SERVICE HOTEL, 116 KEYS | 12,643 SF | 3.8% | | | 59 FEET |
| ZONE E | 164,951 SF | 3.8 AC | RESIDENTIAL | 263 DWELLING UNITS<br>381 SPACE PARKING GARAGE | 60,141 SF | 36.5% | 113,273 SF | 1.8 | 58 FEET |
| **TOTALS** | **1,168,098 SF** | **26.8 AC** | | | **176,264 SF** | **15.1%** | | | |

NOT FOR CONSTRUCTION

| NO. | ISSUED FOR | DATE |
|---|---|---|
| 3 | PLANNING COMMISSION REVISIONS | 2018.06.22 |
| 2 | PLANNING COMMISSION REVISIONS | 2018.05.09 |
| 1 | PLANNING COMMISSION | 2018.04.04 |

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**ARLINGTON DOWNS**

ARLINGTON HEIGHTS, IL

MASTER SITE PLAN

DRAWN BY: _____ CHECKED: _____

DATE: May 15, 2017

PROJ. NO.: 16093

SHEET NO.: A010

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APPROVED

PLAN
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REPORT OF THE PROCEEDINGS OF A PUBLIC HEARING
BEFORE THE VILLAGE OF ARLINGTON HEIGHTS
PLAN COMMISSION

COMMISSION

RE: ARLINGTON DOWNS PLAT AMENDMENT
3400 WEST STONEGATE BOULEVARD - PC #23-009
PLAT OF RESUBDIVISION, VARIATIONS

REPORT OF PROCEEDINGS had before the Village of Arlington Heights Plan Commission Meeting taken at the Arlington Heights Village Hall, 33 South Arlington Heights Road, 3rd Floor Board Room, Arlington Heights, Illinois on the 27th day of September, 2023 at the hour of 7:30 p.m.

MEMBERS PRESENT:

SUSAN DAWSON, Chairperson
MARY JO WARSKOW
JOE LORENZINI
BRUCE GREEN
GEORGE DROST
TERRY ENNES
JOHN SIGALOS
JAY CHERWIN

ALSO PRESENT:

SAM HUBBARD, Development Planner

CHAIRPERSON DAWSON: Let's start with the Pledge of Allegiance, please.

(Pledge of Allegiance recited.)

CHAIRPERSON DAWSON: Okay, roll call.

MR. HUBBARD: Commissioner Cherwin.

COMMISSIONER CHERWIN: Here.

MR. HUBBARD: Commissioner Drost.

COMMISSIONER DROST: Here.

MR. HUBBARD: Commissioner Ennes.

COMMISSIONER ENNES: Here.

MR. HUBBARD: Commissioner Green.

COMMISSIONER GREEN: Here.

MR. HUBBARD: Commissioner Jensen.

(No response.)

MR. HUBBARD: Commissioner Lorenzini.

COMMISSIONER LORENZINI: Here.

MR. HUBBARD: Commissioner Sigalos.

COMMISSIONER SIGALOS: Here.

MR. HUBBARD: Commissioner Warskow.

(No response.)

MR. HUBBARD: Chair Dawson.

CHAIRPERSON DAWSON: Here.

Okay, the next item on the agenda is approval of minutes.

COMMISSIONER GREEN: I make a motion to approve the minutes from the Patton School Gym Addition.

CHAIRPERSON DAWSON: Is there a second?

COMMISSIONER ENNES: I'll second.

CHAIRPERSON DAWSON: Great. All in favor?

(Chorus of ayes.)

CHAIRPERSON DAWSON: Any opposed?

COMMISSIONER CHERWIN: No, but I'll abstain. I was not here.

CHAIRPERSON DAWSON: Any other abstentions?

COMMISSIONER ENNES: Same here.

COMMISSIONER DROST: Same for Commissioner Drost.

CHAIRPERSON DAWSON: Okay, and let the record reflect Commissioner Warskow is here.

All right, so we have our first petition on the agenda which is the public hearing for the Arlington Downs Plat Amendment.

Is the Petitioner here?

MR. FIRSEL: Yes, Petitioner is present.

CHAIRPERSON DAWSON: Great.

Have all public notices been given?

MR. HUBBARD: They have, yes.

CHAIRPERSON DAWSON: Terrific. You're the only one speaking this evening?

MR. FIRSEL: Mr. Cavenaugh, I'm sure will be speaking as well.

CHAIRPERSON DAWSON: Okay, great. If you could stand up; I'll swear you both in at the same time. Raise your hand.

(Witnesses sworn.)

CHAIRPERSON DAWSON: Terrific, thank you. Then just state your name and spell your last name for the record. Thank you.

MR. FIRSEL: Sure. My name is Michael Firsel, F-i-r-s-e-l. I'm counsel for Arlington Downs. Good to see you all.

This is kind of an anniversary on this issue. Ten years ago, the original declaration was recorded. Since that time, a tremendous number of changes have taken place within Arlington Downs. The simple matter before you is the separation of the internal road from what we call Lot, formerly Lot 1 which is the residential tower which was the former hotel and water park. The current apartment building has 214 units and is doing very well.

When we came in 10 years ago, there was no other development going on and there was a concern about who was going to maintain and take care of the roadway. So, at that time, we agreed that the owner of the only parcel under development, which was the apartment tower, would be responsible and include the roadway in its property lines, and we did not create a separate lot for the roadways.

Fast forward several years and many iterations, many parking studies, many users later, development is truly happening at Arlington Downs albeit a long time coming. As you all know, Payton Place Apartments has been constructed and is operating. The First Ascent climbing facility occupies the space of the former Coconut Key, whatever it was, water park. In addition to that, an apartment project is in planning right now for the northwesternmost portion along Rohlwing Road, and that will be before you hopefully in not too long of a period of time, and the retail portion which has been divided into a hotel parcel and a retail parcel. The retail parcel which is most of the retail area, they have also been before you, they now own their own property and will be presenting a development plan. I know nothing about the plan, can't comment good or bad.

But our singular purpose of presenting our petition was to allow the Lot 1-A owner to convey the roadway to a Master Association which will operate the roadway, and all the different lot owners within Arlington Downs will pay their pro rata share of the cost of maintaining the upkeep in the road as opposed to reimbursing the Lot 1 owner who has been taking care of it for the last 10 years. When we came to the Village with our petition, it was coupled with an amended declaration of covenants, easements and restrictions for this property. Now, when Arlington Downs II came in which separated, which redid Lots 1, 2 and 4 into Lots 1-A, 2-A and 4-A, a condition was that the declaration would be amended, and that never happened. When Lots 4-B and C were created out of Lot 4, and former Lots 5 and 3 were reconfigured to be Lot 3-A and 5-A, that ordinance also required an amendment to the declaration which was never done.

So, we now come in and all of a sudden it's imperative that the declaration be amended. We have worked very, very hard with the tremendous cooperation of Staff, as always, to amend the declaration to the satisfaction of the Village Staff. I do not believe there are any issues whatsoever with regard to the re-plat of the roadway as a separate parcel and conveyance of that roadway to the association. We would have conveyed the roadway to the association long ago, but it would have violated what is known as the Illinois Plat Act, and Commissioner Drost can explain that if necessary, but we just couldn't do it without creating separate lots, and that is the purpose of this petition.

So, we received many comments from the Staff, and the plat itself was approved or recommended approval in short order. Over the past several weeks, we have been negotiating the contents of the amended declaration. Just for your information, the original declaration mentions Lots 1, 2, 3, 4 and 5; none of them exist as of today and they haven't existed for about seven or eight years. So, the declaration as recorded today does not properly reflect the ownership or configuration of the property, and so we're just trying to record an amended declaration.

You saw before you several comments from Staff, or not comments, conditions of approval, and we have worked tirelessly with Staff. I would say tirelessly, I don't know how Sam feels, but we certainly feel it. With one I would say not too major exception which we would like to put some words on the record to cover, we are in agreement with Staff's comments. We'll amend the declaration prior to presenting it to the Village Board with the recommended modifications that Staff has suggested.

However, I would like to take maybe five minutes or so, since Rick Cavenaugh who is the President of Stoneleigh Companies who has been operating this property for the last 10 years, has never gone anywhere, has never shied away from dealing with issues related to this property, he's prepared a short PowerPoint. It's only a few slides to take you through exactly what I've just spoken about.

So, Rick, if you don't mind?

CHAIRPERSON DAWSON: Again, just state your name and spell your last name for us.

MR. CAVENAUGH: Sure. Rick Cavenaugh, C-a-v-e-n-a-u-g-h, President of Stoneleigh Companies. We're the owner of the One Arlington apartment building, Arlington Downs Residential which I think is the Petitioner of the plat of subdivision.

So, what I thought I'd do today, and Mike eloquently covered most of the issues, so I'll breeze through these and we'll add Sam's comments and we can answer any questions here. But this is what the original plat in 2013 looked like. Those were the five lots all owned by one owner. They came in originally for the plan and the master site plan which has evolved over time.

As you can see, the green lot in the middle is Lot 1 which was us. When we came in and proposed the redevelopment of the Sheraton Tower or whatever the hotel was at the tail end, you know, we controlled that so that we could build the roads, build the garage, build the, you know, renovate tower, and kind of sit in the middle so we could get done what we needed to do to operate the building while the rest of the lots figured out what they wanted to do. We also did at one time own Lot 3 and Lot 5 along with the minority partner which was soon subdivided, but we sold them that land and they ended up building Payton Place.

So, the next slide that you see here kind of shows you where the current ownership is between the different parcels. The tower we show as Lot 1-A, you can see is still in the middle, still has the roads, the road that goes from Rohlwing down to Euclid and also the offshoot lane which I think is called Payton Place goes over to Salt Creek Lane. ADR II on here is Payton Place, that was the building that was built for the 263-unit apartments. ADR III is the remaining 180 units that were left from the original zoning that was kind of in the density plan.

Originally, Lot 4-C and 4-B were all called Zone D or Lot 4 or 4-A. When the hotel was moving around the different parts over the years, it ended up in Lot 4-B, and a group bought that land to eventually develop the hotel. They're still around but they're not ready to build the hotel yet. Lot 4-C was owned by the same people who owned Lot 3-A and Lot 16 and

2-A, but they sold it in March of this year to CIMA Developers which I believe is going to be coming back in front, I think they've been in front of the CPRC and they'll be coming back with a plan sometime in the near future for the development of their seven acres.

Lot 2-A1 is First Ascent that took over the old water park which was then going to be a water park and a Funtopia, and then it turned into the climbing wall facility which I think is a really great addition to the Village. It's, you know, it's there today, it's busy, there's people there during the day. It's been a great project and they have been good to work with over the time.

The way that, Lot 16 out to the northwest and Lot 2-A are owned by what's called SB ADR IV, and that's related to, CA Residential owns the land. They're under contract to sell that to a company which has also been in front of Staff with a potential plan for 360-plus apartments on that parcel. They have to re-plat their parcel at some point because Lot 16, while being part of the PUD, is not really, that plat hasn't been platted. So, eventually, the purple and the south half of the green is currently known as Lot 2-A; that will have to be subdivided into probably 2-B and 2-C, that is probably the naming given the historical convention here. But we're showing it as Lot 16 and Lot 2-A which is what exists today in our declaration and the way we've dealt with this.

So, you can see that things have gotten a little more complicated. We've got a few more parties to deal with. The original concept for the overall plan is consistent while having evolved over time, over 10 years to become what it is. We've been the gang in the middle the whole time because we're the first movers and we've been there and we've been operating the tower. Now, One Arlington is doing very well and has, you know, proven to be a great building, we did it right, and seven years after or eight years after building it, it still operates and is functioning and has really caused no issues safety-wise, waterproofing, traffic-wise or anything. I think it's been a great addition to the Village. Next slide.

So, before we go off that one, Sam, so currently there are seven owners. Once we deed out the roadways to the association, there will be eight owners because Arlington Downs Residential which is us which owns the tower will then cede over to Arlington Downs Master Association. That association is, the director is myself and one of our other employees and currently the owner of the Lot 4-B hotel, but that's probably going to change to be the owner of Lot 4-C, CIMA Developers, over time.

So, here, this kind of gives you an idea real quickly of what we're looking for, what is left after this re-plat. The green is the tower and our parking lot back off the side there. It includes the access road that goes behind First Ascent and also includes the garage underneath what is the roadway. When we built the building originally, if anyone remembers, there was a big banquet facility underground, we tore that out, we decided to build the garage there since the hole was already dug instead of building an above-grade parking garage. So, it's got 312 cars underground. So, what we did is we basically took the roadway, the top six inches, and gave it to the association as our intent, and below that is the garage which will be owned by the apartment tower.

The apartment tower, we refinanced the building in June with Freddie Mac, and one of the pre-approvals we got was to do this declaration and re-plat. That expires in the near future, so I have to get this done or else I have to go back to square one with Freddie Mac. They only have 90-day windows that they deal in which is an odd thing but it is what it is.

So, when we talk about what's going to be left, Lot 1-B is the building and the garage area that you can see in the crosshatched area on there, that will remain part of

the tower. I think in the Staff report it said that that was going to be subdivided; it's not, it's actually, if you think about it, you've got the tower and they have the garage underneath, and then the road goes over the top.

So, that's kind of the evolution of where we are. The importance of the declaration on which we worked hard with Sam and Mike over the last two months to get correct is to make sure that all the obligations and the responsibilities that the Village wants to see for the execution of the PUD line up with what we have as a control feature for the site. The original declaration with those five lots has no continuity with the current owners, the current lots or anything. So, we need to restate that, and I think it's, you know, we should have done it three or four years ago. There were some issues that in working through when they came in for their adjustments to their plats, that didn't happen. This has been on our, Mike's and my table for five years and we're in version 29 of this document so I'm kind of tired of it. At the end of the day, I think with Sam's and the Staff's comments, it's been helpful to get it narrowed down.

I think there's only one issue tonight in Sam's report on the recommendations that I guess I wanted to clarify it in the public record so that we were, at least we were clear on what our intent is. I think we've kind of reached an agreement on how it will work but not knowing what's going to be in the future, and that deals with the right-hand turn lane that was there originally when this was a much denser development. Steve Corcoran is here from EEA and he can talk to traffic if we need him to do that. But the density of the original development with the theater and the water park and the hotel and the other retail uses being twice as dense as they are now created more traffic and pushed the traffic to a level that might have changed the level of service on Rohlwing Road going into Euclid Avenue.

So, when they rebuilt Rohlwing about four or five years ago, when Rolling Meadows came in and redid that, we offered to pay for that right-hand turn lane and incorporate it. They said no, we don't want to do that, we'll do that in the future. So, at the time, they removed all the utilities and the bikeway and all the other things and it kind of made it a little more difficult practically speaking as the developer's standpoint to go and add that right turn lane. But at some point, it's probably going to need it, not because of the traffic on our site; I think the traffic on our site from Steve's latest report is that our traffic is about half of what it was proposed in 2012.

So, the density and the level of service changes that would happen when ADR IV happens, when the retail happens, when the hotel happens, is that with the traffic movements that are there, that we might warrant a right-hand turn lane. My only point is, at least in the wording we have today, is I just want to make sure we get on the record that if something else happens around us, you know, something to the north of us and to the east of us, if the Arlington Park property ever gets redeveloped and creates major traffic changes to the area, on Euclid or Rohlwing or Northwest Highway or whatever, I don't think that it's right that Arlington Downs with its imposed traffic from the full development would necessarily pay for the improvements at Rohlwing and Euclid. If there is a different traffic demand that comes because of the stadium to the north of us and things have to be improved with I-53 and everything else, right now at least I want to be cautious that we're not committing to improve the intersection when we're not the ones causing the traffic to do that. If they come in with a petition, that they be dealt with and say if you have traffic improvements that affect the area, a much larger impact on the area, that we be treated fairly and that we will pay our proportionate share as it happens for the association for all the properties.

But I don't think we should be paying a 100 percent of the share of

the cost to Rohlwing Road improvements because we don't cause that intersection to even begin to change the level of service or the traffic flow that's on there today. I think, Sam and I have communicated today, and I think we've reached a kind of consensus on that, how we get that worded up in the declaration. Then final approvals is, I think we can work that out, but I just wanted to make sure that we were on the record saying that that is something that I think, if someone else comes in and adds 20,000-30,000 cars to that intersection, that it shouldn't be solely Arlington Downs that has the responsibility for that.

So, we're happy to answer any further questions. I had a couple of other slides but it kind of regurgitates what Mike said, so we're happy to answer after Sam's presentation if there's any questions that come up out of that. Thank you.

CHAIRPERSON DAWSON: Okay, before you sit down, so you've read the presentation, and other than it appears to be Section B of the conditions; do you agree with the conditions?

MR. CAVENAUGH: Yes.

CHAIRPERSON DAWSON: Now, do you have the document that we have that shows proposed changes to B?

MR. HUBBARD: So, yes, the document that you have is a result of discussions with the Petitioner today. I don't know, you have the document that they have. This is the redline changes that we talked about.

MR. CAVENAUGH: Yes.

MR. HUBBARD: I don't know if you still have objections to 1-B or you don't, I guess you're saying you don't like it and you just want your objections on the record, or --

MR. FIRSEL: That is the case. We are in agreement with all of the proposed recommendations. However, if something not contemplated today creates an immense traffic impact, we want to revisit whether or not Arlington Downs would be responsible for paying for that entire right turn lane, but for now, we're accepting the conditions as presented today. So, we have no issues as far as we are concerned.

CHAIRPERSON DAWSON: So, you've seen the language of 1-B that now talks about you having responsibility for your proportionate share?

MR. CAVENAUGH: Yes, but the way that it's worded says that in the future, after the development is fully developed in Arlington Downs, which would suggest that for ADR IV, Lot 4-C, Lot 4-B and Lot 3-A get built, and that traffic which will be assessed every time because all of them have to amend the PUD anyway, so they'll have to come in and clean up the PUD and the Village will have another chance to work through that. But, so I guess my only issue is it may take two years, it may take seven, may take 10 years to build the other four parcels out, if something else happens in the meantime, my read, my simplistic read as an engineer is that it just says that we're responsible for that right turn lane until we're fully built out.

I just want to be clear that if nothing else happens, we're fine with that if we warrant the right-hand turn lane. But if the stadium comes and that causes traffic impacts, I don't think that that's fair for us if we're not built out yet to then say that we have to come in and fix that right-hand turn lane. I think it goes to a little bit of the Rolling Meadows letter, I think they were pretty clear and pretty fair on their comments, but that's kind of an open area that says, you know, when does that trigger happen. If the trigger happens and a larger development happens, across the street could take Arlington Office Center which is in Rolling Meadows and develop three or four towers over there which would be, I don't know if there's a share agreement between the city and the Village to do that, but if he re-densified his site, he could add traffic to that

intersection that would be way beyond what we see today and what we're agreeing to.

So, I agree given the clarifications that we're okay with that, but I want to make sure on the record that we're saying that it's not just a blanket we'll improve it until whenever all of the four buildings are on if something else comes in and warrants that traffic to change or that intersection to change in the future.

CHAIRPERSON DAWSON: Okay.

MR. FIRSEL: Let me also weigh into that. If something does happen in the interim, we will obviously know about it and we will approach the Staff, and hopefully we will work out the obligations of who's going to pay for what. But as it stands right now, we are willing to accept the condition and we'll put in the declaration what the recommendation is, that until we have completed the development of all the lots in Arlington Downs, that we will improve the right-hand turn lane if the warrants present themselves with enough traffic that the right-hand turn lane is in fact warranted. Also, that right-hand turn lane I don't believe is in Arlington Heights. I think it would be in Rolling Meadows, like we split right down the middle of that street, Sam?

MR. CAVENAUGH: Rolling Meadows owns Rohlwing and the Village has split Euclid. That's how the --

MR. FIRSEL: Right. So, that's even in Rolling Meadows. So, again, we're being made to improve a parcel not even in the Village.

CHAIRPERSON DAWSON: Sure.

MR. FIRSEL: However, we need this declaration amended and recorded. We need the plat, we want the plat recorded, and we are willing to accept the conditions as presented in the report today.

CHAIRPERSON DAWSON: Okay, my guess is that there's going to be a lot more questions about that going on, but let's first move to the Staff report, okay?

MR. FIRSEL: Okay, please. Great, thank you, Madam Chair.

CHAIRPERSON DAWSON: And then we'll be, I'm sure, talking more about everything that you just discussed.

So, Sam?

MR. FIRSEL: Excuse me, one more thing, and I apologize.

CHAIRPERSON DAWSON: Yes, sure, of course.

MR. FIRSEL: If necessary, our traffic consultant, Steve Corcoran, is with us tonight to answer any of the traffic questions as he did prepare a full traffic study, not only with regard to this issue but the parking all together at Arlington Downs.

CHAIRPERSON DAWSON: Terrific.

MR. FIRSEL: Thank you.

CHAIRPERSON DAWSON: I'm sure that someone will be calling him up as we have heard him speak on many other projects, but I'm sure that'll happen, let's get through the Staff report.

MR. FIRSEL: Thank you.

CHAIRPERSON DAWSON: And then you'll have more opportunities, because I'm sure I'm holding people back with questions at the moment.

MR. FIRSEL: Thank you so much.

CHAIRPERSON DAWSON: So, Sam?

MR. HUBBARD: Sure. So, as you've heard, the request this evening is for a subdivision within Arlington Downs PUD. The Petitioner is requesting preliminary and final plat of subdivision to subdivide the property into three lots in order to transfer one of those lots to the

Master Association.

As part of their request, there is one variation required. Two out of the three lots would not have their full frontage abutting a street. The Staff Development Committee is supportive of this variation. The declarations establish perpetual access to the public right-of-way, so we're satisfied that the appropriate mechanisms are in place to guarantee access without having frontage on a public street.

So, the Arlington Downs is somewhat similar to the Plan Commission, that's because it should be. Over the last 11 years, it's been before the Plan Commission eight times for various approvals. You've heard some of the history this evening. Originally, it was approved in 2012. It's important to remember that that was one developer who controlled all of the property at that time. During the original PUD approvals and some of the subsequent amendments, the Village established several infrastructure obligations, some public, some private, that the master developer was responsible to pay for and implement.

As you've heard, the PUD has been amended several times over the years and, in response to various market conditions and different development concepts, the introduction of new ownership groups have occurred within the development. So, it's become a little messy as far as the timing and then with the new owners who is financially responsible for some of these infrastructure obligations. So, back during the latest amendment in 2018, a condition of approval was established to require that the declarations that govern the site be amended to reflect the new lots and the owners and clarify shared maintenance and access and so forth. So, that kind of brings us to where we are today. We're reviewing the subdivision, but not only that, we're also reviewing the proposed amendments to the declarations to ensure that they are compatible with the underlying PUD approvals.

Mike and Rick kind of did a good job of outlining the PUD, but I just kind of want to go through some of the areas real quickly because some of the infrastructure obligations are linked to when development occurs in different areas and parts of the PUD, so it's important to kind of understand what those areas are. The subject property is shaded in red there. The overall PUD is outlined in blue. On the northwest side, there's existing approvals for ADR IV, that's for a future 360 multifamily units. As you heard, we're currently working with the developer that is interested in proposing a development there. They've gone to CPRC and may be submitting an application in the near future for that site.

There's also Lot 4-B that's in Zone D, and that has entitlements for 116-room hotel. Also in Zone D is Lot 4-C that has entitlements for up to 30,000 square-foot of commercial space dispersed amongst three or four buildings. Here now is what's known as ADR II or Payton Place that was approved as part of the 2018 PUD amendment for 236 multifamily units. As part of the 2018 amendment, entitlements were also granted for ADR III just to the east of ADR II that has entitlements for up 180 senior living units. Then there is the First Ascent towards the rear of the development.

There's the proposed subdivided lot, one lot would be 1-B containing the One Arlington Tower, and then the other lot would be at Outlot 1-C. Then there is a small third lot that's part of the subdivision. It's this tiny little corner right up here that would also be created. So, this just kind of shows you a visual of the PUD and what's currently entitled there, and then the different zones. This aerial is current. I believe it reflects the current conditions of the site today, so you can kind of see how the site is currently built out.

So, when we reviewed the amended declarations, we were reviewing them for compliance with the underlying PUD conditions. Generally, they were very compatible

with exception to the three areas in the north, I'm sorry, with exception to six areas, and there were six areas that the Village was asking for modifications to the amended declarations. I'll highlight kind of these six areas real briefly.

The first is relative to a future traffic signal on Euclid. Some of the original traffic volumes for the development indicated that there may be a need for a future traffic signal, and so that's one of the infrastructure obligations. Additionally, there's two areas of land-banked parking. If a parking shortage is observed, then the PUD would have to install land-banked parking areas.

There is a plaza and pavilion area that's kind of in between the One Arlington Tower and Zone D commercial. It's kind of meant to tie in and create kind of a pedestrian connection between those two areas. The pavilion falls on Outlot 1-C which will be part of the Master Association. The remaining areas of the plaza fall in Zone D Lot 4-C.

There is a Village sign that the master developer is required to install as part of this project. It would be at the corner of Euclid and Rohlwing Road. Then there are streetscape improvements required along Rohlwing Road. There's a sidewalk and additional streetscape improvements required on that east side of Rohlwing between Salt Creek to the north and Euclid to the south.

I would mention that this is in the jurisdiction of the City of Rolling Meadows, so the improvements will have to be coordinated with them. They are in the audience this evening. We did run the proposal by them and they did provide some commentary and they are supportive of the, generally I would say they're supportive of the changes recommended by the Village of Arlington Heights. Then the last area is as you've heard, this right turn lane on Rohlwing Road.

So, in order to review the declarations, we kind of referenced back to some of the existing conditions of approval, and there were six different areas we're asking for modifications. One was relative to the Rohlwing Road streetscape improvements. I think the Petitioner has said that they don't take issue with this condition so I'm not going to spend time on this unless the Plan Commission would like to hear more about it.

Additionally, relative to the Rohlwing Road right turn lane, there was also an existing condition of approval as part of the PUD that states the Petitioner shall install a right-hand turn lane from southbound Rohlwing Road to westbound Euclid as part of Phase II which was the development of the hotel and former water park, or Phase III or IV or V whichever preceded, if any of them precede Phase II. Or it also could occur at a later date if agreed to by the City of Rolling Meadows and the Village of Arlington Heights, or not at all if not warranted.

So, the way the recommended condition is currently drafted is that we are asking the declaration to kind of mirror the language in the existing condition to be compliant with the overall PUD. This would require the Master Association to pay for the full cost of the improvement if it's warranted before the PUD is fully built out. So, let's say, I think there's four undeveloped lots in Arlington Downs, if three of those lots don't develop, or I'm sorry, if three of those lots develop but then the fourth one is undeveloped, and let's say Arlington Park is completely redeveloped before that fourth lot is proposed for development. If the redevelopment of Arlington Park creates a significant amount of traffic that triggers the warrants for the right turn lane, and if those warrants were triggered as part of the proposed redevelopment of Arlington Park, then Arlington Park would be on the hook and may be responsible for some of the improvements to this intersection. This is similar to what happened when Arlington Downs originally came forward and showed that their anticipated traffic would perhaps warrant this traffic

signal, or I'm sorry, this right turn lane on Rohlwing. So, in the same way, we would look at the two developments similarly.

The only area where the Arlington Downs development would be responsible, a hundred percent responsible for the installation of this right turn lane would be if they tip the warrants before their PUD is completely redeveloped. So, that could happen before or after Arlington Park is redeveloped, or any other development. If they want to take advantage of existing warrants that don't show that the traffic, or I'm sorry, that the right turn lane is warranted, then they should be under construction now. They can't reserve an existing scenario for development and then redevelop 15 years in the future when traffic is different and then think that they're exempted from that requirement. So, that's the way it's worded and that's the condition that the Village is recommending, and I believe it's supported also by the City of Rolling Meadows.

The remaining conditions I won't get into. There were certain modifications proposed to the conditions as outlined in the green bullet text. I can get into those in detail, but generally it sounds like the Petitioner is in agreement to these, so I won't get into detail other than to say we are recommending approval of the application subject to the three conditions of approval and six sub-points on condition number 1 subject to the revised modifications as shown here.

CHAIRPERSON DAWSON: Oh, I'm so sorry. I do apologize. Thank you.

Do I have a motion to approve?

COMMISSIONER DROST: I'll make that motion to approve.

COMMISSIONER CHERWIN: I'll second.

CHAIRPERSON DAWSON: All in favor?

(Chorus of ayes.)

CHAIRPERSON DAWSON: Great, thank you.

Okay, so, any initial questions before we open up for public commentary? I'll start down there, yes.

COMMISSIONER CHERWIN: I'm sorry, I guess, Sam, you lost me a little bit there when you were explaining the warrant issue. Not surprisingly. You said, you know, I think what the Petitioner is saying, and correct me here, is saying, well, if, you know, we've got this time period where we're responsible if the warrants show prior to the closeout of our development that it has to be developed, we're on the hook, but we don't want to be on the hook if we're not solely responsible for driving those warrants to require a right turn, right? If the Bears come in and that's what's driving the warrant, I think the Petitioner is saying, well, we shouldn't be responsible if that's what's triggering it, not us.

MR. HUBBARD: If that's the case, when Arlington Park is proposed for redevelopment and their traffic study shows that they need massive infrastructure improvements including to this intersection, then they would become part of, they would have to contribute to what's required at this intersection.

COMMISSIONER CHERWIN: Yes. So, it would be, you know, so maybe at that point, you're saying the Petitioner isn't off the hook, they just now have a bigger, another party that's going to contribute to that.

MR. HUBBARD: Right, and it could very well be that whatever happens at Arlington Park has to contribute a 100 percent, but we don't know that because we don't know what's being proposed there and how their traffic is going to impact the intersection, but it could be a 100 percent, it could be a proportional share, we don't know.

COMMISSIONER CHERWIN: Yes, because that's going to be driving a lot of changes I would imagine once that gets developed and, you know, part of me would say, well, you know, maybe we need to do more than just the right hand turn at that point if that's getting developed and we wouldn't want our guys to put it in and then have to redo it all if, you know, there's additional infrastructure that has to be put on to that intersection driven by what's going on. So, I just wanted to clarify, I think I understand that, sorry. Thanks.

CHAIRPERSON DAWSON: Great.

Commissioner Sigalos?

COMMISSIONER SIGALOS: I don't have any questions at this point.

CHAIRPERSON DAWSON: Thank you.

Commissioner Ennes?

COMMISSIONER ENNES: Well, I'd like to drill down on that issue, too, because if, I would look at, the way I understand this right turn issue, if there's a need to make improvements there and there is a causality related to development at Arlington Park for the Bears or whatever gets developed, I would suspect that it's because people would be turning there to go through to your property to get to the Bears. But if Arlington Park gets redeveloped and that brings enough business into the area so that you have and the lots -- could you put the lot drawing back up, Sam, please?

So, we have all these other uses in here, and if the development of the Bears Park brings tenants into motel properties, any restaurants that might be built here, and traffic comes in for that or for the water park or any of that, that would be, you know, the responsibility of the tenants there from that use.

So, just because the Arlington Park development, I wouldn't just say that the development of Arlington Park would eliminate responsibility for covering some of the cost for improvements for the right turn sometime in the future even after you've made changes to handle that turn at present. That's just my thinking on that. I don't know if you have a comment on that.

This Outlot 1-C, you have parking underneath that?

MR. CAVENAUGH: Yes. Where the plaza and where the road goes in front of the tower and the sidewalks, there is a 312 parking garage underneath that road.

COMMISSIONER ENNES: Under the road?

MR. CAVENAUGH: Under the road. So, the road, you kind of see that straight line right where it says Outlot 1-C?

COMMISSIONER ENNES: Right.

MR. CAVENAUGH: That's kind of the definition of the parking garage and it goes right up to the face of the tower.

COMMISSIONER ENNES: Okay, and I believe I read something in the notes that you provided that that's going to be broken into a separate lot?

MR. CAVENAUGH: No.

MR. FIRSEL: Let me comment. Let me give you the --

MR. CAVENAUGH: Yes, give the legal description.

MR. FIRSEL: -- or try to give you. The roadway, if you have the surface to the center of the earth, the roadway only is, the deed to the road in that area will only go down to the top of the garage.

COMMISSIONER ENNES: Okay.

MR. FIRSEL: Okay, so it is a vertical --

COMMISSIONER ENNES: So, it's the same lot.

MR. FIRSEL: It's the same lot, but in this area it only goes from the surface down to a specific level of 793.5 feet above that, okay.

COMMISSIONER ENNES: I got you.

MR. FIRSEL: The rest of it, there's nothing underneath. So, it goes all the way, all the way down. So, what we have provided --

COMMISSIONER ENNES: That's the parking lot or, the roadway or the parking lot has --

MR. FIRSEL: Well, the parking garage, okay, remains part of the tower. It's the same lot.

COMMISSIONER ENNES: Okay, so it just injects underneath the roadway, and the roadway goes down, is above and below it.

MR. FIRSEL: That is correct.

COMMISSIONER ENNES: Okay, got you.

COMMISSIONER CHERWIN: Could you just clarify that real quick? The legalese, you're saying the six-inch, for tax parcel purposes, the garage is, it's not the same lot in the sense that the garage goes with the building for tax purposes, and then the six inches and above goes with the outlot.

MR. FIRSEL: That's correct. As a matter of fact, I'm glad you brought up that, Commissioner, five years ago, I did a tax division here. The tax division and the tax parcels today reflect exactly what we're doing here, because I didn't violate the Plat Act to do a tax division. So, I did a tax division, so what you see as Outlot C, okay, is because we're in two separate sections or two PIN numbers, the garage is a separate PIN number, the tower is a separate PIN number. That is already done. The recording of this plat may assign new PIN numbers, but it will not change the real estate tax structure which we modified several years ago.

COMMISSIONER CHERWIN: Got you. Thanks for the clarification.

COMMISSIONER ENNES: Okay, so Outlot 1-C is on this pink, but the pink goes into the tower, goes back into this lot and the roadway heading east. What's the parcel, what's the property that, the expenses to maintain are going to be prorated to all the other lot owners within the blue lines?

MR. FIRSEL: That is correct. Now, the area being conveyed to the association is only what is outlined in white. The rest of the pink is part of the tower. So, I think that if I were to have drawn this map, I would have included the whole tower as part of the red, because it's the tower plus the other area in the red not included in the roadway that is Lot 1-B.

COMMISSIONER ENNES: Okay, and all of these lots are going to share in the expense of maintaining, within the PUD are going to share the expense of maintaining the road?

MR. FIRSEL: They're doing that now. Yes, sir, they're doing that now, but --

COMMISSIONER ENNES: Okay.

MR. FIRSEL: -- what's happening is Lot 1-A is sending out the bills.

COMMISSIONER ENNES: Sure.

MR. FIRSEL: To everybody, when it really should be the Master Association sending out the bills and everybody contributes.

COMMISSIONER ENNES: Okay, but in Lot 1-A, the current owner/developer is covering those expenses for Lot 2-A, Lot 4-B, Lot 4-C which aren't developed although, did you say one of those is already owned by somebody else?

MR. FIRSEL: Yes. All those owners are contributing their pro rata share.

COMMISSIONER ENNES: They all are.

MR. FIRSEL: What is not being, what's happening is one, the owner of Lot 1-A is paying the bills but is billing back the other owners for their pro rata share.

COMMISSIONER ENNES: Okay, I guess I have one other question with regard to that. Is the pro ratio done, I probably can answer this myself but just to verify, is the pro ratio going to be done on the square footage of each lot or based on the frontage?

MR. FIRSEL: It is based on a number of factors. Number one, it's basically based on an agreement of the parties. All of the parties have reviewed and have agreed in the proposed declaration as an exhibit what each lot's pro rata share is, because it could be based on the number of parking spaces, the number of square footage, the density of the use. There are many bases, and so there have been several meetings and discussions of all the lot owners, and it's all agreed to and it's in the declaration.

COMMISSIONER ENNES: Oh, wait, it is all agreed to?

MR. CAVENAUGH: Yes, we've been operating under this regime for about three years. So, we send the bills out to everyone else, and Arlington Downs Residential pays them and then gets the reimbursement from the other parties. So, this formally will create, the association is created but this formally gets the association as the responsible party. Roughly, I would say it wasn't by land area, it was more by the density of the use for each of the parcels. So, for example, ADR IV, which has 360 units when you look at the total units and the total commercial area, has about 23 or 24 percent share because they'll have a high density and provide about that much traffic to the site.

So, when we did this originally, it was based kind of on the traffic allocation because if the road is being used by everybody, that was the fair way to do it. There's a couple of other factors in there that adjust it a little bit, but generally it was based on the density.

COMMISSIONER ENNES: The reason I'm asking this is, in my career, I've seen so many problems with these.

MR. FIRSEL: And as in mine, yes.

COMMISSIONER ENNES: That's why I'm curious as to how you're doing it.

MR. CAVENAUGH: Yes. No, all but one lot owner is current through the third quarter. We'll get them, they said they'd pay next week.

Just one other comment that you had asked on the, you know, on if Arlington Park redevelops, I guess the point I'm just trying to make is, for example, I'll just use rough numbers because I can do them in my head, if there's 1,000 cars added to that intersection because of Arlington Park and we had 100 cars for ADR, you know, for the rest of the development, then roughly speaking I think the proposal says in the future it will be proportional, we would pay for 10 percent of the intersection. But if we're only 10 percent of the cars going into the intersection, I don't see why we should pay for 100 percent of the improvements which I think will go far beyond the right-hand turn lane if that gets approved. I mean, just frankly speaking, it will go way past that.

MR. FIRSEL: But what Commissioner Ennes, what I believe you were pointing out, that if Arlington Downs has enough additional development to create the warrants regardless --

COMMISSIONER ENNES: Then there's additional development with enough additional businesses that are benefiting from all that traffic.

MR. FIRSEL: That is correct. There is no issue on that score.

COMMISSIONER ENNES: Okay.

MR. CAVENAUGH: Yes, and I think just one more point just to clarify, we're not the developer of the whole parcel. I'm kind of stuck managing the association because I was the first one with the tower, but I know all the owners and I've talked to them ad nauseam. So, we've kind of reached agreement on all these points that, you know, Sam brought up over time, that we all agree that we're going to make these modifications to this declaration.

COMMISSIONER ENNES: Okay, good luck.

MR. CAVENAUGH: Okay, thank you.

MR. FIRSEL: Thank you.

COMMISSIONER ENNES: I think it's a good change, the proposal. Sorry, I took so long, guys.

COMMISSIONER DROST: No, that's okay. That helps explain and simplify it what the Petitioner is doing. I don't have any comments at this point.

CHAIRPERSON DAWSON: Any other comments or questions, Commissioner Green?

COMMISSIONER GREEN: I have no comments. I actually understand I think what you're doing, so it makes sense.

COMMISSIONER DROST: It does.

COMMISSIONER LORENZINI: I just have a question. So, there's been I assume several traffic studies were done for this development.

MR. CAVENAUGH: There have been five or six probably since the beginning, and plus we did one as an advance as a courtesy as part of the subdivision to look at the traffic on the tower and First Descent, to understand where they are in parking because that's, you know, it's been brought up, the whole shared parking concept which was originally because the site was more dense. So, we looked at it and said what do our two buildings that are in the middle there, what are they impacting and how does that change? You know, we're assuming and I think Staff report says Lot 3-A will park itself, ADR IV will park itself. My understanding from CIMA is that Lot 4-C will park itself, and the hotel will park itself. So, really the extra spaces we have on the land behind the building, behind First Ascent, we will make available if there needs to be more parking built.

COMMISSIONER LORENZINI: My question is really not the parking lot, it's about the turning lane. So, at what point of this, forget any outside, any other developments, but at what point developing area will a turn lane be needed? When everything is developed or half gets developed built?

MR. FIRSEL: Let Steve answer.

MR. CAVENAUGH: Probably need to get sworn in.

MR. CORCORAN: Yes.

(Witness sworn.)

CHAIRPERSON DAWSON: Okay, and then state your name and spell your last name, please.

MR. CORCORAN: Good evening. I'm Steve Corcoran, C-o-r-c-o-r-a-n, from Eriksson Engineering. I've been working with Mike on the traffic studies since, I think it started in 2011, so, and we've done a number of traffic studies, so one of these days I'll get it right.

So, we're right now updating the traffic study with some of the changes as was discussed for ADR IV. But we've always analyzed that development as fully built

out, so when we say we currently don't warrant the right turn lane or southbound right turn lane, that's assuming ADR IV is built. That's assuming the hotel is built, that's assuming the retail as it's currently permitted is built, and then the senior housing is built. There may be some changes with the new CIMA plan but, you know, that will come out whether or not it somehow changes traffic enough to cause that right turn lane.

COMMISSIONER LORENZINI: But the entire development would have to be developed, am I right, to need the turn lane?

MR. CORCORAN: Not necessarily, no.

COMMISSIONER LORENZINI: Okay. All right, so the turn lane could go in before they're fully developed?

MR. CORCORAN: That's possible, but based on our projections it doesn't seem likely. Again, as mentioned earlier, when we first started out, we had the theater and we had some more entertainment and more restaurants and uses, we generated about twice as much traffic during the evening peak hour and the Saturday peak hour than we're proposing now that the development has gone mostly residential. So, that's part of the thing that's driving --

COMMISSIONER LORENZINI: But I guess what I'm getting at, at some point during the development, I would think that turn lane should go in before everything is developed and then you have to put the turn lane in. It's a matter of timing.

MR. CORCORAN: Right, I understand the timing, but we might not have reached that time with just the traffic from this development.

COMMISSIONER LORENZINI: So, you're saying if this was fully developed, you may not have enough traffic to warrant that turn lane?

MR. CORCORAN: That is correct.

COMMISSIONER LORENZINI: Okay, now if there is another development in the area, and there has been some significance lately, if that was being built, how would you incorporate the traffic from a major development nearby into your calculations?

MR. CORCORAN: We would need the results for their traffic study, and obviously that's, I'm assuming we don't know when that's going to happen. As Rick mentioned, you know, if they come in and they need lots for permits, they could talk and just possibly do a sharing, but I can imagine they're going to have to do a bunch of stuff to that intersection to help make it work before and after.

COMMISSIONER LORENZINI: Okay, thank you.

CHAIRPERSON DAWSON: Commissioner Warskow?

COMMISSIONER WARSKOW: I'm good, no questions.

CHAIRPERSON DAWSON: So, I do have a question. Where is this Master Association defined?

MR. FIRSEL: Yes, the Master Association is defined in the new declaration. It is specifically referenced, it has been created as an Illinois not-for-profit corporation. It does exist today; however, it doesn't have any property in it and it doesn't yet function. So, it is ready to go and if a deed is prepared and conveyed to the Arlington Downs Master Association, Inc., and that's what we're basically asking today, once that happens, then each lot owner will get a quarterly bill, not from Arlington Downs One, but from the Master Association. That is all it is defined, described and covered in the amended declaration which is before you this evening.

CHAIRPERSON DAWSON: Where are the other parties to the association? How do I know, right now we have somebody who's in charge of paying these bills. How do I know that there are other parties that are going to be --

MR. FIRSEL: Because they've all agreed, every party has to sign the declaration. It's not just the declaration signed by Rick's entity. The Master Association signs it, Lot 3-A, owner of Lot 5-A, 4-C, 4-B, 2-A2, 16, 2-A and 1-B, they all sign this declaration agreeing to its terms including the payment of their percentage share of the maintenance upkeep of the roadway and all other conditions contained in the declaration. Not only are they signing it, their lenders are signing it.

CHAIRPERSON DAWSON: Sure. I'm just not, Sam, what am I missing? Where does it say here that all this is conditioned upon everyone signing off on the Master Association?

MR. HUBBARD: The subdivision is conditioned or the creation of the --

CHAIRPERSON DAWSON: Where? We've got someone who is on the hook for paying bills. Now we're saying we're going to shift that to somebody else, this Master Association which is a bit mysterious to me. Where does this say that shifting the bills to this Master Association is conditioned upon everyone signing off on the obligation to be a part of the Master Association?

MR. HUBBARD: Well, I think they all sign the Master Association to join in.

CHAIRPERSON DAWSON: I guess I'm just not seeing it here. I'm seeing here that the request is completed and, therefore, the Master Association will be responsible. But nothing here says conditioned upon the Master Association formally being created and signing off on being obligated to pay these bills.

MR. FIRSEL: That is because the Master Association, what the recommendation --

CHAIRPERSON DAWSON: I'm just not seeing it here.

MR. FIRSEL: Yes, I hear you.

CHAIRPERSON DAWSON: So, you're asking for me to shift the responsibility to this Master Association. I don't have a problem with that, I really don't. I'm missing the step in which the Master Association and its members are committing to paying those bills to you, because I can mysteriously shift the obligation to this magical being to create and pay bills that doesn't exist and now I no longer have anyone to pay the bills. So, I'm just wanting to see where in this does it say that all of this is conditioned upon this association being created.

I'll sign off on it all day long if I know that that association is going to be created and be obligated to pay the bills, but if that never happens, then I've just approved a shifting of responsibility to something I can't confirm is going to take that responsibility.

Do you see what I'm saying, Sam?

MR. HUBBARD: Yes, I see what you're saying. I mean, I don't know, I mean, there are several assurances that the parties will sign the revised declarations that establish everything. They're required to revise the declarations as part of this subdivision process as a condition of approval in the PUD.

CHAIRPERSON DAWSON: That's what I want to know, is it a condition of approval, because I don't see that language here. So, as long as this said conditioned upon the Master Association signing the PUD and committing to their obligations, I'm A-OK with that. I'm missing that step.

MR. FIRSEL: And let me, if we had -- Sam, you don't have the declaration in your system, do you?

MR. HUBBARD: I mean, I could pull it up.

MR. FIRSEL: Okay, the declaration itself that everybody is signing says,

because I wrote it --

CHAIRPERSON DAWSON: Everyone is signing, but hasn't signed yet.

MR. FIRSEL: No.

CHAIRPERSON DAWSON: See, the step, the only step --

MR. FIRSEL: They will, well, of course this revised declaration is of no force or effect until everybody signs it, and the Village, the first step is getting everybody's approval of what we submitted to the Village and getting their approval of the conditions of approval.

CHAIRPERSON DAWSON: Sure. All I'm saying is nowhere on this document does it say that, and so if I'm going to vote in favor of something, I just want the language added that says what you just said. That's all I'm saying, but --

MR. FIRSEL: We have no objection to --

CHAIRPERSON DAWSON: -- I'm not disagreeing with the request. I'm saying there is a slight step that's missed in the drafting because I don't see that step, that's all I'm saying.

MR. FIRSEL: And we would be happy to agree to a condition that says that this is conditioned upon the declaration including provisions that the Master Association will be responsible for all of the obligations that are set forth in the revised declaration. We're fine with that, because that is exactly what's --

CHAIRPERSON DAWSON: I'm asking for a condition that's conditioned upon the Master Association being created and committing to the obligations, right. So, that's the step that I'm missing is just that piece, because this Master Association --

MR. FIRSEL: It has been created.

CHAIRPERSON DAWSON: I believe you, I don't think you're misleading me, not in the slightest, right, but you're a lawyer, I'm a lawyer, there's loopholes, right? So, I just want to make sure we're tying the two together, that what I'm approving is conditioned upon this Master Association being put into existence and signing off on these obligations because without that --

MR. FIRSEL: So, we agree, I agree that's not a problem.

MR. HUBBARD: So, maybe we can recommend a fourth condition of approval, that approval of the subdivision is conditional upon the execution and recording of the amended declarations substantially compliant to the draft as submitted as part of this application.

CHAIRPERSON DAWSON: That's great. That's all I'm asking for is just that loose end tied up. That's all I'm asking for.

MR. FIRSEL: It is not a problem whatsoever. Thank you for pointing that out, and we have no issue whatsoever. That's exactly the intent of what we're doing.

CHAIRPERSON DAWSON: Sure, and I had no doubt.

MR. FIRSEL: Thank you.

CHAIRPERSON DAWSON: I just wanted to make sure that was tied up.

MR. FIRSEL: Thank you.

CHAIRPERSON DAWSON: Okay, so with that, I'm going to go ahead and open it up to public commentary. Anyone in the public who wish to come forward and speak? Yes? If you could state your name and spell your last name, and if you're so willing, where your address, state your address but that's up to you.

**PUBLIC COMMENTARY FOR PC #23-009**

MS. CHARLTON: Thank you. My name is Jo Ellen Charlton, last name is spelled C-h-a-r-l-t-o-n. I am the Assistant Director of Public Works for the City of Rolling Meadows with the address at 3900 Berdnick, Rolling Meadows, just down the street.

Madam Chair and members of the Commission, thank you very much for hearing me tonight. I want to thank Sam for his help in providing us with the information on this development, as well as the development team who provided some good history on this project. I started with Rolling Meadows in 2019, so this entire history happened before me, so I appreciate the time that you spent bringing me up to speed on that. I really want to find out who told you not to build that right turn lane, whenever that happened, so I'll be looking into that a little bit. Again, Sam was very gracious in sending me the information and the application. We reviewed it, and I reviewed a lot of the old documents as well to try and figure out what Rolling Meadows' interest in this project was as it relates to the Rohlwing Road right-of-way.

So, as was mentioned in the Staff report and discussions so far tonight, there are two issues that we raised in our report and Sam reviewed and made recommendations in his Staff report. Those two items have been discussed pretty much at length tonight, and they include the right-of-way improvements on the east side of Rohlwing which are the pedestrian improvements, so the sidewalk, the lighting and the street trees, which would include either the removal or replacement of street trees as they exist today. It sounds like everybody is in agreement with that so I don't think we need to discuss that but I'm happy to answer any questions on that if there are any.

With regard to the right turn lane, I think we started down this road with the same intent which was that the original planned development for this project did anticipate warrants would be met in the future for a right turn lane. So, we were trying to request or trying to figure out when that trigger would actually be made. Your traffic consultant, you know, testified that additional traffic studies have been done which may or may not kick in a warrant for that turn lane moving forward.

I guess what I would ask the Plan Commission to consider is that traffic studies in addition to looking at traffic generation from existing projects also look at existing traffic conditions. Some of those existing conditions could change. For example, we saw in some of our traffic studies from projects that, as a result of COVID, our existing traffic numbers went down. So, it took a lot more trip generation to get a project to the point where it met warrants. You may be wildly successful in some of the projects that are in here, and so, you know, the attractions that you have might bring more people, so that trip generation could be a little bit higher.

So, I think we're on the right page. Sam, I don't know if you could put that language up, because I think what you're proposing to do is accept the language that was included in green as amended for that. Correct? Is that correct?

MR. HUBBARD: Yes, we would be adding the language in green or removing the language in red.

MS. CHARLTON: And so, I think what you're saying is that we would continue to evaluate traffic each time a new development was proposed potentially to see if it meets warrants as opposed to like right now, it says which request shall be prior to and/or at the time of completion. You're not saying that you're only going to do a traffic study analysis on the last project.

MR. HUBBARD: Any time the PUD is amended, it would require a traffic study at that time. They could potentially request a waiver of that requirement, but any, you

know, future development in the PUD that requires an amendment to the PUD would certainly require a traffic and parking study. There are specific conditions that ADR IV and ADR III provide those as part of, they have to go through a PUD amendment process when they come forward for redevelopment. Technically, I suppose, the hotel and the commercial could move forward under the existing entitlements without providing the traffic analysis, but we certainly would require it at the end of the development when fully built out. It could be that whatever is proposed on 4-C and 4-B is not substantially compliant to the approved PUD, in that case they would be required to amend the PUD and then provide a traffic and parking study.

MS. CHARLTON: So, the Master shall provide such study upon request from the Village if you had reason to believe that something could be warranted but wasn't an amendment, would that language not apply to a potential requirement? I want to give the Village as much opportunity as possible to review a project if you feel it's warranted even though it might not be an amendment to the planned development, because I don't know how many of those you have in there currently.

MR. HUBBARD: Yes. I mean, I think we're comfortable with the language as it's drafted. While I see your point; I think we have appropriate mechanisms within the PUD to evaluate traffic as it continues to move forward and ultimately once it's finally built out with this amendment to the declarations.

MS. CHARLTON: And I think the point of this, too, is that once the project is built out, you would not then be able to go back to the developer for anything that happens after that.

MR. HUBBARD: Not for the full cost of improvement but only for their proportional share.

MS. CHARLTON: Okay, okay. So, again, I think with those clarifications, we are, I am comfortable with what Staff has proposed as meeting generally what our concerns were as we expressed them in our report to the Village. So, I don't really have any additional comments. If you have any questions of me, I'm happy to answer them and we're of course looking forward to working with your Staff and the developers as they continue this project. Thank you for the opportunity to speak.

COMMISSIONER DROST: Yes. So, you've got your comments in the record which is number one, and then I think Sam satisfactorily answered the questions for you.

MS. CHARLTON: Correct.

COMMISSIONER DROST: As the development goes forward, there will be a re-evaluation of the parking, or the traffic studies.

MS. CHARLTON: The warrants for the traffic signal, yes.

COMMISSIONER DROST: The warrants, right. Good.

COMMISSIONER ENNES: Good comments on the letter that we saw that you stated in the report. Those were your comments?

MS. CHARLTON: Correct, it was attached to the agenda package was the letter that I sent to Sam. We discussed those comments at length and I think he did incorporate that into the recommendation. The recommendation as presented tonight with some amendments in green appear to meet the intent of what our conversation consisted of. So, we appreciate that, thank you.

CHAIRPERSON DAWSON: Great, thank you.

Anybody else in the audience?

(No response.)

CHAIRPERSON DAWSON: No? All right, seeing none, we'll go ahead and close public commentary.

I'll start down here, any additional questions, comments?

COMMISSIONER WARSKOW: None here.

(No response.)

CHAIRPERSON DAWSON: Do I have a motion?

COMMISSIONER DROST: I'll make the motion.

**A motion to recommend to the Village Board of Trustees approval of PC #23-009, a Preliminary and Final Plat of Subdivision to subdivide the property into three lots, and the following Variation:**

1. **Chapter 29, Section 29-307a.1 to allow Lot 1-B and Lot 1-D without each lot having their full frontage abutting a street.**

**This recommendation is subject to the following conditions:**

1. **The amended and restated declarations shall be revised as follows:**
   - **A. Rohlwing Road Streetscape Improvements: The declarations shall be revised to make it clear that whenever development occurs on Lot 2-A2/Lot 16, Lot 4-B, and/or Lot 4-C (whichever lot proceeds with development first), the full streetscape improvements shall be installed from Salt Creek Lane to Euclid Avenue, which shall include a pedestrian signal and crosswalk across Euclid Avenue on the east side of Rohlwing Road. The cost of these improvements shall be proportionately shared between the owners of Lots 4-B, 4-C, and 2-A2/16. At time of permit issuance, the Village could establish a recapture agreement for the cost of the streetscape improvements.**
   - **B. Rohlwing Road Right Turn Lane: The declarations shall be revised to require that the Master Association pay for the warrant study for said right turn lane, as well as design, engineer and construct said turn lane if determined to be warranted as outlined in Ordinance #215-049 Condition 3. Furthermore, the Master Association shall provide said study upon the request of the Village, which request shall be prior to and/or at time of completion of the PUD. The Master Association shall be responsible for their proportional share (as based on traffic volumes) of the right turn lane if/when it is warranted in the future.**
   - **C. Land-Banked Parking: The declarations shall be revised to clearly state that the owners of Lots 1-B, 2-A1, 4-B and 4-C shall bear the cost of construction of the land-banked parking should it be determined by the Village that there is a parking shortage occurring within the PUD.**
   - **D. Plaza/Pavilion: The declarations shall be revised to allow any of the other lot owners the right to construct the pavilion and any elements of the plaza area that fall within the boundaries of Outlot 1-C.**
   - **E. Euclid/Stonegate Turn Signal: The declarations shall be revised to require the Master Association be responsible for 100 percent of all costs associated with the traffic signal warrant analysis as well as pay 100 percent of all design, installation, maintenance and energy costs associated with said traffic signal.**
   - **F. Village Entry Sign: The declarations shall be revised to clarify that the Village entry sign shall be constructed when development occurs on either Lot 4-B or**

**Lot 4-C (whichever comes first).**

2. **Any conflicts between the declaration and PUD approvals shall be determined based upon the PUD zoning approvals and conditions.**
3. **Approval of the subdivision is conditional upon the execution and recording of the amended declarations by the parties that are affected.**
4. **The Petitioner shall comply with all federal, state, and Village codes, regulations, and policies.**

COMMISSIONER DROST: Adding the Dawson amendment.
CHAIRPERSON DAWSON: Oh, I have a name.
COMMISSIONER DROST: Yes, well, there's always a compromise, you know.
CHAIRPERSON DAWSON: The Dawson amendment, I like it.
COMMISSIONER DROST: Well, no, to add that with the consent of the Petitioners.
MR. HUBBARD: That approval of the subdivision is conditional upon the execution and recording of the amended declarations.
COMMISSIONER DROST: By the parties that are affected.
COMMISSIONER ENNES: I'll second that.
CHAIRPERSON DAWSON: Any other comments?
(No response.)
CHAIRPERSON DAWSON: All right, roll call.
MR. HUBBARD: Commissioner Drost.
COMMISSIONER DROST: Aye.
MR. HUBBARD: Commissioner Ennes.
COMMISSIONER ENNES: Yes.
MR. HUBBARD: Commissioner Cherwin.
COMMISSIONER CHERWIN: Yes.
MR. HUBBARD: Commissioner Green.
COMMISSIONER GREEN: Yes.
MR. HUBBARD: Commissioner Lorenzini.
COMMISSIONER LORENZINI: Yes.
MR. HUBBARD: Commissioner Sigalos.
COMMISSIONER SIGALOS: Yes.
MR. HUBBARD: Chair Dawson.
CHAIRPERSON DAWSON: Yes.
All right. Oh, wait, we forgot Warskow, she's here.
MR. HUBBARD: Oh, sorry about that. Commissioner Warskow.
COMMISSIONER WARSKOW: Yes.
MR. HUBBARD: Thank you.
CHAIRPERSON DAWSON: So, with that, we have a unanimous approval of the Plan Commission. Again, we're just a recommending body. You'll be going before the Village Trustees with our unanimous recommendation. Sam will be working with you on the dates for that, but congratulations.
MR. FIRSEL: As always, thank all of you very, very much for your time and consideration. Again, thanks, Sam, for his contributions. Again, every time I come in, Sam helps

make the projects better. So, again, thank you, Sam, and the rest of your Staff.

MR. HUBBARD: Thank you.

CHAIRPERSON DAWSON: All right, so with that, we have other business, public comment.

Is there anyone in the audience for public commentary? General public commentary?

(No response.)

CHAIRPERSON DAWSON: All right, seeing none, we're going to close general public commentary.

Anything else, Sam?

MR. HUBBARD: No.

CHAIRPERSON DAWSON: All right, do I have a motion for adjournment?

COMMISSIONER GREEN: Motion to adjourn.

COMMISSIONER CHERWIN: Second.

CHAIRPERSON DAWSON: All in favor?

(Chorus of ayes.)

CHAIRPERSON DAWSON: Any opposed?

(No response.)

CHAIRPERSON DAWSON: All right, with that, we're adjourned.

(Whereupon, at 8:46 p.m., the public hearing on the above-mentioned petition was adjourned.)

APPROVED

STATE OF ILLINOIS )
) SS.
COUNTY OF KANE )

I, RON LeGRAND, SR., depose and say that

I am a digital court reporter doing business in the State of Illinois; that

I reported verbatim the foregoing proceedings and that the foregoing

is a true and correct transcript to the best of my knowledge and ability.

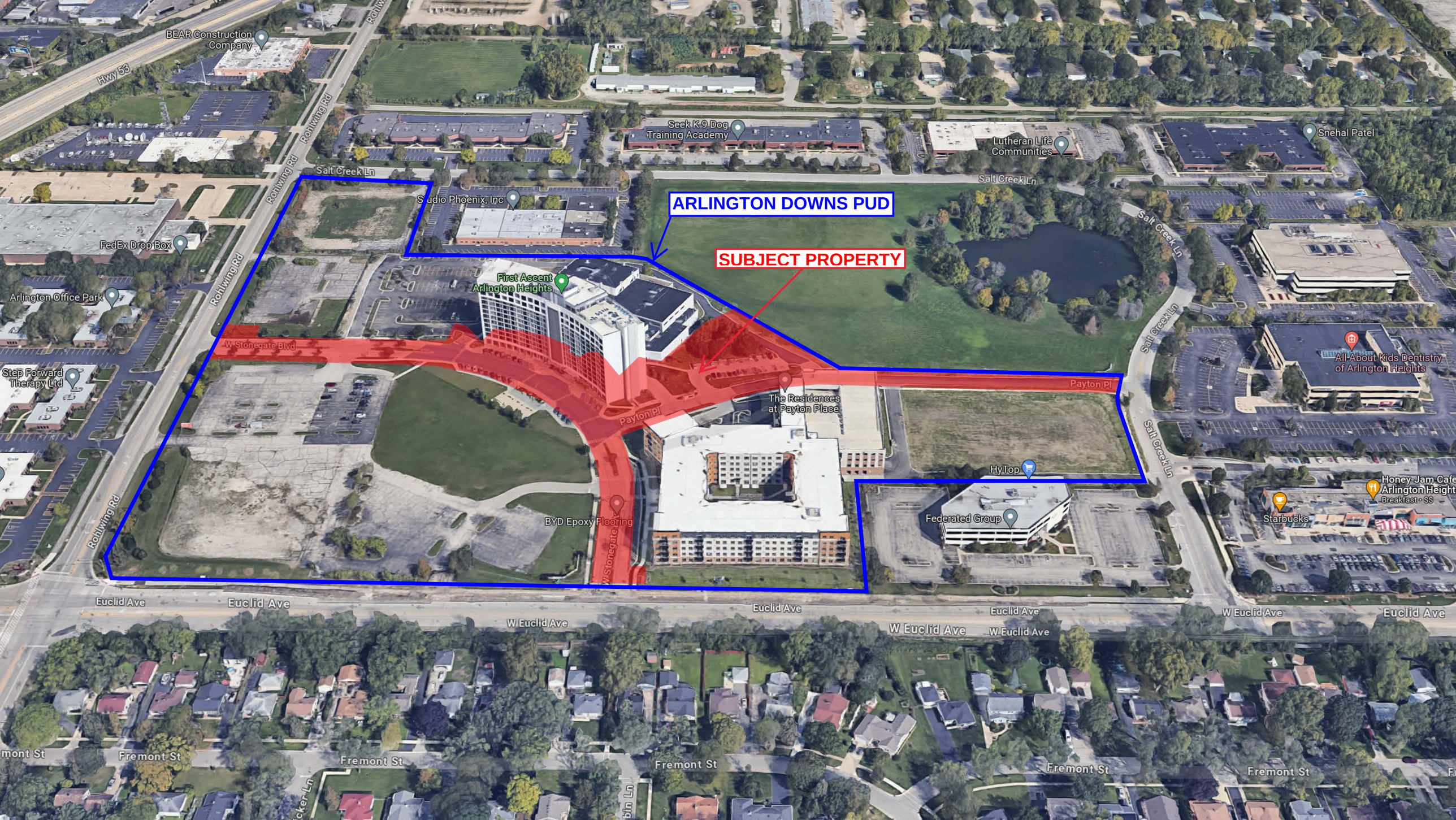
_____
RON LeGRAND, SR.

SUBSCRIBED AND SWORN TO

BEFORE ME THIS _____ DAY OF

_____, A.D. 2023.

_____
NOTARY PUBLIC


ARLINGTON DOWNS PUD
SUBJECT PROPERTY
BEAR Construction Company
Hwy 53
Rohlwing Rd
Seek K-9 Dog Training Academy
Lutheran Life Communities
Snehal Patel
Salt Creek Ln
Studio Phoenix, Inc
FedEx Drop Box
Arlington Office Park
First Ascent Arlington Heights
W Stonegate Blvd
Step Forward Therapy Ltd
Payton Pl
The Residences at Payton Place
All About Kids Dentistry of Arlington Heights
HyTop
Honey-Jam Cafe Arlington Height
Breakfast • $$
Starbucks
Federated Group
BYD Epoxy Flooring
Euclid Ave
W Euclid Ave
Fremont St

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Jessica T. Cooper
Karen Jerwood
Michael R. Burney
Samuel L. Pappas

June 14, 2023

Susan Dawson, Chair and
Members of the Plan Commission of the
Village of Arlington Heights
33. S. Arlington Heights Road
Arlington Heights, IL 60005-1403

**Re: Request of Arlington Downs Residential, LLC, a Delaware limited liability company ("Petitioner"), for Plan Commission Hearing and Recommendation – Arlington Downs Four Plat of Resubdivision**

Dear Chair Dawson and Members of the Plan Commission,

Please consider this letter the formal request of Arlington Downs Residential, LLC ("**ADR**") for the approval of the proposed Arlington Downs Four Plat of Resubdivision (the "**4th Amended Plat**"), for the project commonly known as Arlington Downs, which is located at the northeast corner of Euclid Avenue and Rohlwing Road (the "**Project**"), in the Village of Arlington Heights (the "**Village**"), for review and recommendation to the Arlington Heights Village Board (the "**Village Board**").

The original Arlington Downs Plat of Subdivision was recorded on January 3, 2013 (the "**Original Plat**") and consisted of 5 separate "**Lots**" (or "**Lot Owners**"). Lot 1 of the Original Plat included the former Sheraton hotel and water park, but also included the proposed internal roadways connecting Rohlwing Road on the west with Euclid Avenue on the south, as well as access to Salt Creek Lane on the east (the "**Roadways**") for access to the Roadways. The Original Plat was amended on October 25th, 2013 ("**2nd Amended Plat**") which amended original Lots 1, 2, and 4 into Lot 1A, Lot 2A, and 4A. Arlington Downs Two was amended on July 15th, 2019 which amended the original Lot 3 and Lot 5 into Lot 3A and Lot 5A, and Lot 4A into Lot 4B and Lot 4C, as proposed for the construction of the current Residences at Payton Place ("**3rd Amended Plat**") and to relocate the hotel to the south of what is now Stonegate Boulevard along Rohlwing Road. The Roadways are private and are technically owned by the Petitioner, which is the owner of Lot 1A. The cost of the repair, maintenance and replacement of the Roadways (including the associated lighting, snowplowing, signage and landscaping of the Roadways) is the responsibility of the owner of Lot 1 under the Original Declaration, but the costs thereof were to be shared by all of the Lots in the Original Plat as set forth in the original Declaration of Easements Covenants and Restriction (Arlington Downs) (the "**Original**

**Declaration**"). Since no other buildings were constructed in the Subdivision at the time of the Original Declaration, there was no other responsible party to undertake and perform such responsibilities.

Over the last 10+ years, additional development of the Project has occurred and continues to progress. It had always been contemplated by the original developers that at such time as additional portions of the Project were put into service, that a separate "**Master Association**" would be formed, and that each Lot Owner would become a member of the Master Association. It was further contemplated that the Roadways would be separated from Lot 1A and conveyed to the Master Association, which Master Association would be governed by an amended declaration of the Lot Owners as further described below.

On January 7, 2019, Arlington Downs Master Association was incorporated as an Illinois not-for-profit-corporation, for the very purpose of owning, as well as carrying on the duties and responsibilities of repairing, maintaining and replacing, to the extent necessary, the Roadways as well as the other common areas of the Project, which may include signage areas, signs and other portions of the Project where more than one Lot Owner is responsible for the repair, maintenance and replacement of portions of the Project under the Original Declaration.

But for the limitations imposed by the Illinois Plat Act (765 ILCS 205/1 et. seq.), the Petitioner would have simply conveyed the Roadways to the Master Association. Unfortunately, the Plat Act does not allow such a transfer, and therefore, an amendment to the existing Plat of Lot 1A must be approved and recorded allowing the Petitioner to convey the Roadways to the Master Association.

Hence, the primary purpose of this Petition is to seek approval by the Village Board of the 4th Amended Plat that will separate the Roadways from what is now Lot 1A, so that the Petitioner can convey the Roadways to the Master Association. The 4th Amended Plat creates Lots 1B (the tower and underground garage owned by the Petitioner), Outlot 1C (the Roadways) and Lot 1D (a small sliver existing to provide a second access point from First Ascent to the Roadways that will be owned by the Master Association and conveyed to First Ascent upon request).

In conjunction with the approval of the 4th Amended Plat, the Petitioner will also be requesting the Plan Commission to recommend approval of the Amended and Restated Declaration of Easements Covenants and Restrictions (Arlington Downs) (the "**Amended Declaration**"). Although there have been two previous Amendments to the original Plat of

Subdivision[1], the Original Declaration has never been amended to conform to the revised platted Lot configurations. The Amended Declaration will create consistency between the various Lots as well as define the duties and responsibilities of the Master Association for the Roadways. The Amended Declaration also allocates the percentage interests of the Lot Owners for each Lot Owner's share of the cost of the Common Area expenses, which includes the Roadways. Finally, the Amended Declaration also contemplates the proposed Arlington Downs IV Residential Subdivision ("**ADR IV**"), which includes the westernmost one-third of Lot 2A (the easternmost 2/3 of Lot 2A is currently the First Ascent facility), as well as Lot 16 of the Arlington Park Office Center Subdivision, which is directly north of the westerly portion of Lot 2A along Rohlwing Road. Petitioner believes that ADR IV has submitted or will be submitting a separate PUD amendment to the Village to accomplish the provisions as contemplated in the approved PUD amendment 18-036.

In summary, Petitioner requests that the Plan Commission recommend approval of the 4th Amended Plat and the Amended Declaration.

Sincerely,

Michael D. Firsel

Michael D. Firsel, counsel for the Petitioner

[1] The 2nd Amended Plat created Lots 1A, 2A and 4A from Lots 1, 2 and 4.
The 3rd Amended Plat created Lots 4B and 4C from Lot 4A, and Lots 3A and 5A from Lots 3 and 5

THE PROPERTY HAS DIRECT ACCESS TO ROHLWING ROAD, EUCLID AVENUE AND SALT CREEK LANE, EACH A HERETOFORE DEDICATED RIGHT OF WAY. TITLE COMMITMENT LISTED HEREON DOES NOT CONTAIN ANY DEDICATION INFORMATION FOR THESE RIGHT OF WAYS.

NOTE:
TFW SURVEYING & MAPPING, INC., HAS BEEN COMMISSIONED TO PERFORM AN ALTA SURVEY OF ONLY THAT REAL ESTATE AS LEGALLY DESCRIBED ABOVE. ALL DATA AS SHOWN HEREON, BUT LYING BEYOND THE BOUNDARY LIMITS AS LEGALLY DESCRIBED ABOVE, INCLUDING (BUT NOT LIMITED TO) LOT LINES, EASEMENTS AND SETBACK LINES IS UNOFFICIAL AND INCOMPLETE AND IS SHOWN FOR INFORMATIONAL PURPOSES ONLY. THIS SURVEY DOES NOT INTEND TO VERIFY OR SUBSTANTIATE EASEMENTS OR BUILDING LINES (OR THE VACATION OF SAME) ON ADJOINING PROPERTIES (UNLESS OTHERWISE SPECIFICALLY REFERENCED IN A TITLE COMMITMENT AS BEING BENEFICIAL TO OR AN ENCUMBRANCE ON THE PROPERTY AS LEGALLY DESCRIBED ABOVE). REFER TO A PLAT OF SURVEY BY OTHERS AND / OR SEE PUBLIC RECORD DOCUMENTS FOR COMPLETE DETAILS PERTINENT TO ALL ADJOINING PROPERTIES.

THE INTENT OF THIS SURVEY IS TO SHOW AT OR ABOVE GRADE IMPROVEMENTS ONLY. IT IS POSSIBLE THAT BELOW GRADE IMPROVEMENTS EXIST THAT THIS SURVEYOR IS NOT AWARE OF. IN SOME INSTANCES THIRD PARTY UTILITY LOCATING SERVICES HAVE PLACED WITNESS MARKERS AT GRADE TO INDICATE SOME BELOW GRADE IMPROVEMENTS OR UTILITIES. IF MARKED IN FIELD, SAID WITNESS MARKS HAVE BEEN LOCATED AND ARE SHOWN HEREON. ADDITIONAL BELOW GRADE IMPROVEMENTS OR UTILITIES MAY ALSO EXIST THAT WERE NOT MARKED BY THIRD PARTY UTILITY LOCATING SERVICES FOR THE BENEFIT OF THIS SURVEY.

THE PROPERTY DESCRIBED HEREON IS THE SAME AS THE PROPERTY DESCRIBED IN CHICAGO TITLE INSURANCE COMPANY COMMITMENT NO. 23003549W WITH AN EFFECTIVE DATE OF APRIL 13, 2023 AND THAT ALL EASEMENTS, COVENANTS AND RESTRICTIONS REFERENCED IN SAID TITLE COMMITMENT OR APPARENT FROM A PHYSICAL INSPECTION OF THE SITE OR OTHERWISE KNOWN TO ME HAVE BEEN PLOTTED HEREON OR OTHERWISE NOTED AS TO THEIR EFFECT ON THE SUBJECT PROPERTY.

EXCEPT AS SHOWN ON THE SURVEY, BASED ON OBSERVABLE EVIDENCE, THE SUBJECT PROPERTY DOES NOT SERVE ANY ADJOINING PROPERTY FOR DRAINAGE, UTILITIES OR INGRESS OR EGRESS.

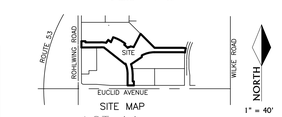
ALL VISIBLE UTILITIES SERVING THE PREMISES ENTER THROUGH ADJOINING PUBLIC STREETS AND/OR EASEMENTS OF RECORD.

ALL VISIBLE ACCESS IMPROVEMENTS ARE SHOWN ON THE SURVEY.

NOTE SB: STONEGATE BOULEVARD AND WEST PAYTON PLACE ARE PRIVATE DRIVES. NO LIMITS OF STONEGATE BOULEVARD OR WEST PAYTON PLACE HAVE BEEN PROVIDED AND NO LIMITS OF EITHER IS IMPLIED ON THIS SURVEY.

GRAPHIC SCALE

40' 0 20' 40' 80' 160'
( IN FEET )
1 inch = 40' ft.



SITE MAP
1" = 40'

02-25-100-024 | 4
no owner information available

TITLE COMMITMENT NOTES:
THIS SURVEY REFLECTS CERTAIN MATTERS OF TITLE AS INDICATED WITHIN:
CHICAGO TITLE INSURANCE COMPANY ALTA OWNER'S POLICY OF TITLE INSURANCE
POLICY NO. 23003549W (EFFECTIVE DATE: APRIL 13, 2023)
PIN AS LISTED IN TITLE COMMITMENT: 02-25-100-044-0000, 02-25-100-049-0000, 02-26-201-031-0000, 02-26-201-035-0000, 02-25-100-048-0000 & 02-26-201-034.
THIS PROPERTY MAY BE SUBJECT TO COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED WITHIN:
THE FOLLOWING ITEMS ARE GENERAL EXCEPTIONS AND ARE NOT PLOTTABLE: 1–7, 8 [A], 9 [R], 10 [B], 11 [C], 12 [T], 13 [D], 20 [K]
[CTIC E #14] DOCUMENT 1316322014, RECORDED JUNE 12, 2013 (EASEMENT – SEE NOTE E4)
[CTIC F #15] DOCUMENT 1329839038, RECORDED OCTOBER 25, 2013 (SUBDIVISION – SEE NOTE 1)
[CTIC G #16] DOCUMENT 1329839038, RECORDED OCTOBER 25, 2013 (SUBDIVISION – SEE NOTE 1)
[CTIC H #17] DOCUMENT 1221210141, RECORDED JULY 30, 2012 (EASEMENT AGREEMENT – SEE NOTE 2)
[CTIC I #18] DOCUMENTS 25466742, 25591285, 1316322014, 1316322015 AND 1316322016 (EASEMENTS – SEE NOTE 1, NOTE E1, NOTE E4, NOTE E5 AND NOTE E6)
[CTIC J #19] DOCUMENT 1410049002, RECORDED APRIL 10, 2014 (MAINTENANCE AGREEMENT – SEE NOTE 3)
[CTIC M #22] DOCUMENT 1901616080, RECORDED JANUARY 16, 2019 (EASEMENT – SEE NOTE E7)
[CTIC N #23] DOCUMENT 2100834061, RECORDED JANUARY 8, 2021 (EASEMENT – SEE NOTE E8)
[CTIC O #24] DOCUMENT 2100834062, RECORDED JANUARY 8, 2021 (EASEMENT – SEE NOTE E9)
[CTIC S #25] DOCUMENT 2124257023, RECORDED AUGUST 3, 2021 (WATERSHED MANAGEMENT PERMIT – SEE NOTE 37)

NOTE 1: ARLINGTON DOWNS TWO RECORDED OCTOBER 25, 2013 AS DOCUMENT 1329839038 DEPICTS EASEMENTS AND BUILDING SETBACK LINES CREATED BY ARLINGTON PARK OFFICE CENTER (RECORDED MAY 23, 1980 AS DOCUMENT 25466742). THE EASEMENTS AND BUILDING SETBACK LINES AFFECT SUBJECT PROPERTY. EASEMENTS AND BUILDING SETBACK LINES (AS STILL EXISTING) ARE SHOWN HEREON. NO NEW EASEMENTS OR BUILDING SETBACK LINES WERE CREATED PER ARLINGTON DOWNS TWO.
NOTE 2: DOCUMENT 1221210141, RECORD JULY 30, 2012 GRANTS EASEMENTS. DOCUMENT IS PARTIALLY ILLEGIBLE. DOCUMENT DOES NOT CONTAIN A LEGAL DESCRIPTION OR MATHEMATICAL LOCATION OF EASEMENT. AFFECTS THE SUBJECT PROPERTY, BUT EASEMENT CANNOT BE PLOTTED HEREON.
NOTE 3: DOCUMENT 1410049002 AFFECTS THE SUBJECT PROPERTY, BUT IS NOT PLOTTABLE.
NOTE 4: ONLY RECORDED EASEMENTS AND SETBACKS ARE SHOWN HEREON (ZONING SETBACKS ARE INCLUDED, BUT NOTED AS ZONING SETBACKS).
NOTE 37: WATERSHED MANAGEMENT PERMIT RECORDED AUGUST 3, 2021 AS DOCUMENT 2122457023 DOES NOT AFFECT THE SUBJECT PROPERTY.

NOTE E1: DOCUMENT 25591285, RECORDED SEPTEMBER 19, 1980 IS A DECLARATION OF EASEMENTS. THE EASEMENT LOCATIONS LISTED IN SAID DOCUMENT WERE PREVIOUSLY CREATED BY ARLINGTON PARK OFFICE CENTRE, RECORDED MAY 23, 1980 AS DOCUMENT 25466742.

NOTE E2: INTENTIONALLY OMITTED.

NOTE E3: PUBLIC UTILITY EASEMENT PER ARLINGTON PARK OFFICE CENTRE RECORDED MAY 23, 1980 AS DOCUMENT 25466742.

NOTE E4: DOCUMENT 1316322014 RECORDED JUNE 12, 2013 CREATES "A NON-EXCLUSIVE EASEMENT FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS, DRIVEWAYS, PARKING, UTILITIES AND SIGNS AS CREATED BY DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS." THE DOCUMENT DOES NOT CONTAIN A LEGAL DESCRIPTION OR A MATHEMATICAL LOCATION OF THE EASEMENT. EASEMENT AFFECTS PROPERTY BUT CANNOT BE PLOTTED.

NOTE E5: DOCUMENT 1316322015 RECORDED JUNE 12, 2013 CREATES A TEMPORARY CONSTRUCTION EASEMENT. EASEMENT IS BLANKET IN NATURE AND CANNOT BE PLOTTED.

NOTE E6: DOCUMENT 1316322016 RECORDED JUNE 12, 2013 CREATES AN EASEMENT FOR PARTY WALL. EASEMENT AFFECTS PROPERTY BUT CANNOT BE PLOTTED. THE LOCATION OF THE SUBJECT PARTY WALL IS LABELED HEREON.

NOTE E7: DOCUMENT 1901616080 CREATES AN EASEMENT TO COMCAST. EASEMENT IS BLANKET IN NATURE AND CANNOT BE PLOTTED.

NOTE E8: DOCUMENT 2100834061 CREATES AN ACCESS EASEMENT. NO DIMENSIONS FOR LIMITS OF EASEMENT ARE INCLUDED IN THE DOCUMENTS. AFFECTS THE SUBJECT PROPERTY, BUT IS NOT PLOTTABLE.

NOTE E9: DOCUMENT 2100834062 CREATES AN ACCESS AND PARKING EASEMENT. NO DIMENSIONS FOR LIMITS OF EASEMENT ARE INCLUDED IN THE DOCUMENTS. AFFECTS THE SUBJECT PROPERTY, BUT IS NOT PLOTTABLE.

OWNERSHIP AS SHOWN HEREON FOR PARCELS 02-25-100-044 AND 02-26-201-031 HAVE BEEN PROVIDED BY THE CLIENT. THE OWNERSHIP LISTED DOES NOT MATCH COOK COUNTY GIS DATA.


TFW SURVEYING & MAPPING, LLC
LAND SURVEYING · TOPOGRAPHIC MAPPING · CONSTRUCTION LAYOUT
1751 DILLEY'S ROAD SUITE 105 GURNEE, ILLINOIS 60031
847.548-6600 FAX 548-6699
info@tfwsurvey.com www.tfwsurvey.com


# ALTA/NSPS LAND TITLE SURVEY

PARCEL 1:
LOT 1A IN ARLINGTON DOWNS TWO, BEING A RESUBDIVISION OF LOTS 1, 2 AND 4 IN ARLINGTON DOWNS, BEING A PLANNED UNIT DEVELOPMENT OF PART OF THE NORTHWEST 1/4 OF SECTION 25 AND PART OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF RESUBDIVISION RECORDED OCTOBER 25, 2013 AS DOCUMENT NUMBER 1329839038, IN COOK COUNTY, ILLINOIS.

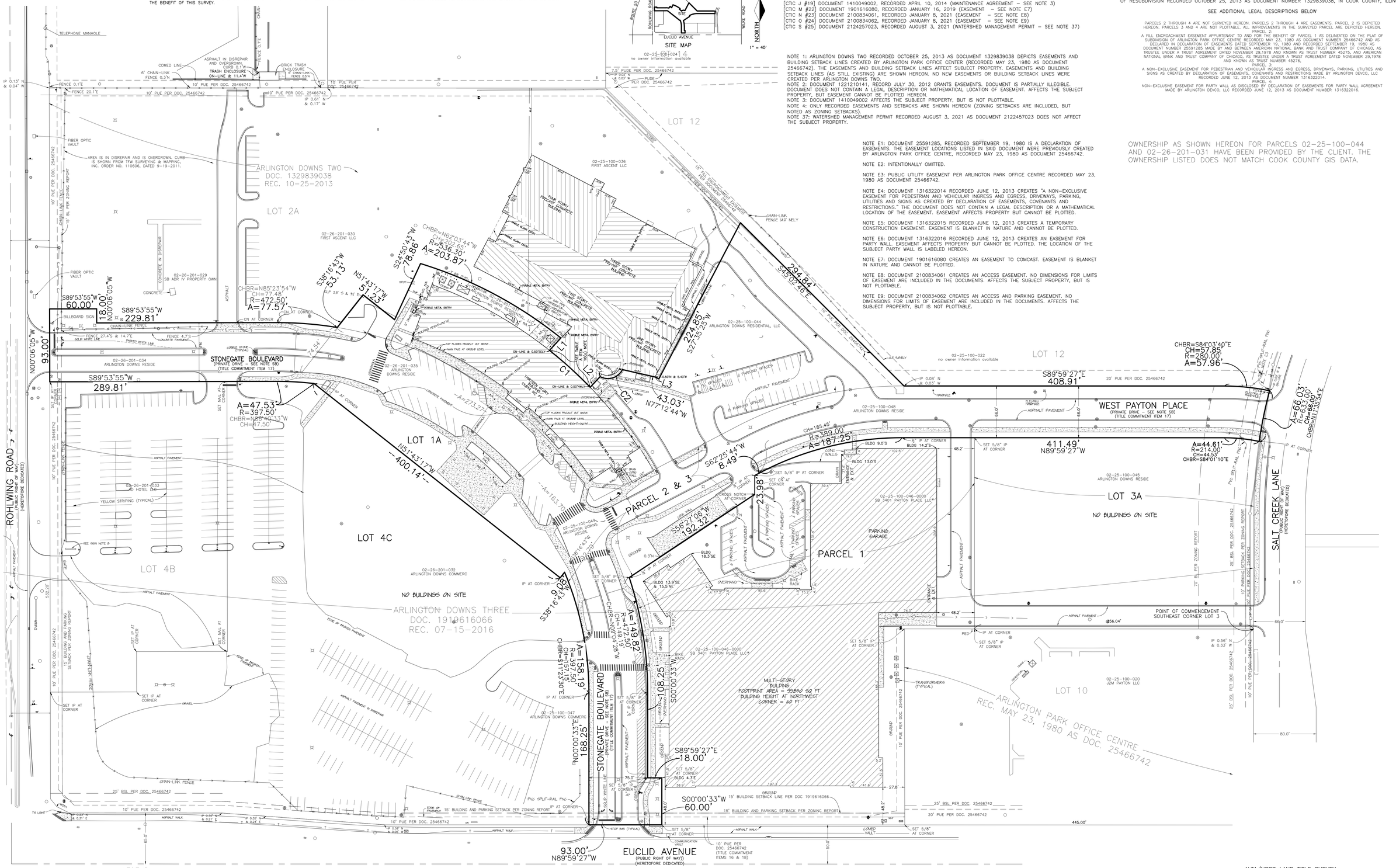
SEE ADDITIONAL LEGAL DESCRIPTIONS BELOW

PARCELS 2 THROUGH 4 ARE NOT SURVEYED HEREON. PARCELS 2 THROUGH 4 ARE EASEMENTS. PARCEL 2 IS DEPICTED HEREON. PARCELS 3 AND 4 ARE NOT PLOTTABLE. ALL IMPROVEMENTS IN THE SURVEYED PARCEL ARE DEPICTED HEREON.

PARCEL 2:
A FILL ENCROACHMENT EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS DELINEATED ON THE PLAT OF SUBDIVISION OF ARLINGTON PARK OFFICE CENTRE RECORDED MAY 23, 1980 AS DOCUMENT NUMBER 25466742 AND AS DECLARED IN DECLARATION OF EASEMENTS DATED SEPTEMBER 19, 1980 AND RECORDED SEPTEMBER 19, 1980 AS DOCUMENT NUMBER 25591285 MADE BY AND BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER A TRUST AGREEMENT DATED NOVEMBER 29,1978 AND KNOWN AS TRUST NUMBER 45275, AND AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER A TRUST AGREEMENT DATED NOVEMBER 29,1978 AND KNOWN AS TRUST NUMBER 45276,

PARCEL 3:
A NON-EXCLUSIVE EASEMENT FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS, DRIVEWAYS, PARKING, UTILITIES AND SIGNS AS CREATED BY DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS MADE BY ARLINGTON DEVCO, LLC RECORDED JUNE 12, 2013 AS DOCUMENT NUMBER 1316322014.

PARCEL 4:
NON-EXCLUSIVE EASEMENT FOR PARTY WALL AS DISCLOSED BY DECLARATION OF EASEMENTS FOR PARTY WALL AGREEMENT MADE BY ARLINGTON DEVCO, LLC RECORDED JUNE 12, 2013 AS DOCUMENT NUMBER 1316322016.




LEGEND

| | |
|---|---|
| BOL | = BOLLARD |
| CLF | = CHAIN-LINK FENCE |
| CN | = CROSS NOTCH |
| CO | = CLEAN-OUT |
| CONC | = CONCRETE |
| CPP | = CORRUGATED PLASTIC PIPE |
| DI | = DUCTILE IRON |
| ELEC | = ELECTRIC |
| FF | = FINISHED FLOOR |
| FH | = FIRE HYDRANT |
| FNC | = FENCE |
| GR | = GUARD RAIL |
| I | = INVERT |
| IP | = IRON PIPE |
| MTL | = METAL |
| MTR | = METER |
| PEDC | = CABLE PEDESTAL |
| PEDT | = TELEPHONE PEDESTAL |
| PUDE | = PUBLIC UTILITY & DRAINAGE EASEMENT |
| PUE | = PUBLIC UTILITY EASEMENT |
| PVC | = POLYVINYL CHLORIDE PIPE |
| R | = RADIUS |
| RCP | = REINFORCED CONCRETE PIPE |
| SA | = SANITARY |
| ST | = STORM |
| T/F | = TOP OF FOUNDATION |
| TP | = TOP OF PIPE |
| TRANS | = TRANSFORMER |
| UP | = UTILITY POLE |
| VCP | = VITRIFIED CLAY PIPE |
| WIF | = WROUGHT IRON FENCE |
| WM | = WATERMAIN |

= LIMITS OF PROPERTY SURVEYED
= MANHOLE
= ROUND OPEN GRATE MANHOLE
= SQUARE OPEN GRATE MANHOLE
= VALVE VAULT
= B-BOX
= CONTROL VALVE
= ELECTRIC HAND HOLE
= LIGHT ON POLE (UNLESS NOTED)
= AREA LIGHT
= TRAFFIC SIGNAL ON POLE
= LIGHT ON 2' ARM
= LIGHT ON 10' ARM
= GUY WIRE
= SIGN WITH SIGN NOTE NUMBER
= CABLE PIN FLAG
= ELECTRIC PIN FLAG
= GAS PIN FLAG
= TELEPHONE PIN FLAG

= B6-0 CONCRETE CURBING
= B6-12 CONCRETE CURBING
= B6-18 CONCRETE CURBING
= B6-24 CONCRETE CURBING
= DEPRESSED CONCRETE CURBING
= CONCRETE
= STAMPED CONCRETE

| NUMBER | BEARING | DISTANCE |
|---|---|---|
| L1 | N 42°36'09" E | 21.47 |
| L2 | S 42°58'29" W | 18.57 |
| L3 | N 62°24'35" W | 5.06 |
| L4 | N 89°53'55" E | 63.64 |

| NUMBER | ARC LENGTH | RADIUS | CH | CH BR |
|---|---|---|---|---|
| C1 | 70.17 | 536.30 | 70.12 | N 47°48'55" W |
| C2 | 33.38 | 20.67 | 29.87 | N 72°33'50" E |

TOTAL AREA OF PARCEL SURVEYED = 256,109 SQUARE FEET OR 5.8795 ACRES

TABLE A ITEM NOTES:
ITEM 1. MONUMENTS NOTED ON PLAT.

ITEM 2: ADDRESS PER COOK COUNTY GIS = 3400 EUCLID AVENUE, P.I.N.: 02-25-100-044 AND 026-26-201-031 SHARE THIS ADDRESS. P.I.N.: 02-26-201-035, 025-25-100-049, 02-25-100-048 & 02-26-201-034 HAVE "UNKNOWN ADDRESS ON COOK COUNTY WEBSITE. SITE ADDRESS IS ALSO 3400 W. STONEGATE BOULEVARD. STONEGATE BOULEVARD IS NOT A DEDICATED ROADWAY.

ITEM 3: FLOOD NOTE:
A REVIEW OF THE NATIONAL FLOOD INSURANCE PROGRAM – FLOOD INSURANCE RATE MAP: COMMUNITY PANEL NUMBER 17031C0184J, EFFECTIVE DATE: AUGUST 19, 2008 THAT THE TRACT SURVEYED FALLS WITHIN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN). PANEL NOTED HEREON IS LATEST PER FEMA WEBSITE.
NATIONAL FLOOD INSURANCE PROGRAM – FLOOD INSURANCE RATE MAPS DO NOT NECESSARILY SHOW ALL AREAS SUBJECT TO FLOODING. CLASSIFICATION IN ZONE "X" DOES NOT GUARANTEE THAT THE SURVEYED PROPERTY WILL OR WILL NOT FLOOD.

ITEM 4: SEE AREA SUMMARY ON PLAT.

TABLE A ITEM NOTES CONTINUED:
ITEM 6(a) & 6(b): NO ZONING REPORT PROVIDED TO THIS SURVEYOR.

ITEM 7(a): BUILDING DIMENSIONS SHOWN ON PLAT.

ITEM 7(b1): BUILDING AREA SHOWN ON PLAT.

ITEM 7(C): BUILDING HEIGHT SHOWN ON PLAT.

TABLE A ITEM NOTES CONTINUED:
ITEM 6(a) & 6(b): ZONING AS PROVIDED IN ZONING AND SITE REQUIREMENTS SUMMARY AS PREPARED BY ARMADA ANALYTICS, DATED MAY 3, 2023 JOB NO. 0261288:
THE PROPERTY IS ZONED B-2 GENERAL BUSINESS.
SETBACKS AS LISTED IN THE ZONING REPORT:
BUILDING SETBACK ON EUCLID AVENUE & ROHLWING ROAD: 15 FT.
BUILDING SETBACK ON SALT CREEK LANE: 70 FT.
PARKING SETBACK ON EUCLID AVENUE & ROHLWING ROAD: 15 FT.
PARKING SETBACK ON SALT CREEK LANE: 10 FT.

ITEM 8: SUBSTANTIAL FEATURES SHOWN ON PLAT.

ITEM 9: ALL PARKING STRIPING IS SOLID YELLOW STRIPING. SITE CONTAINS A TOTAL OF 53 PARKING STALLS, 47 REGULAR STALLS AND 6 HANDICAP STALLS. THERE IS AN EXISTING UNDERGROUND PARKING GARAGE. THE GARAGE WAS INACCESSIBLE ON THE DAY OF FIELD INSPECTION. A REPORT PROVIDED TO THIS SURVEYOR LIST 299 REGULAR STALLS, 4 ELECTRIC CHARGING STALLS AND 8 HANDICAP STALLS.

ITEM 10: PARTY WALL NOTE: THE NORTH (OUTSIDE) FACE OF BUILDING IS THE NORTH FACE OF A PARTY WALL AND SAID NORTH FACE IS ON THE LOT LINE.

ITEM 13. ADJOINING NAMES ARE PER THE COOK COUNTY GIS. NO RECORDS REGARDING OWNERSHIP HAVE BEEN PROVIDED TO THIS SURVEYOR.

ITEM 14. DISTANCE TO THE NEAREST INTERSECTING STREET AS SHOWN ON PLAT.

16. EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK. SITE TO THE NORTH WAS UNDER CONSTRUCTION IN 2021. A NEW ENTRANCE ALONG THE NORTHEAST WAS INSTALLED AND IS SHOWN HEREON.

ITEM 17. NO PROPOSED CHANGES IN STREET RIGHT OF WAY LINES, IF SUCH INFORMATION IS MADE AVAILABLE TO THE SURVEYOR BY THE CONTROLLING JURISDICTION. NO EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.

ITEM 19. TFW CARRIES ERRORS AND OMISSIONS INSURANCE.

ALTA/NSPS LAND TITLE SURVEY

STATE OF ILLINOIS
COUNTY OF LAKE ) SS

I, JAMES P. MEIER, ILLINOIS PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY
ARLINGTON DOWNS RESIDENTIAL, LLC
CHICAGO TITLE INSURANCE COMPANY
WALKER & DUNLOP, LLC
FEDERAL HOME LOAN MORTGAGE CORPORATION AND ITS SUCCESSORS AND OR ASSIGNS

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6(a), 6(b), 7, 7(a), 7(b1), 7(c), 8, 9, 10, 13, 14, 16, 17 AND 19 OF TABLE A THEREOF.
THE FIELDWORK WAS COMPLETED ON MAY 19, 2023.

CERTIFIED AT GURNEE, ILLINOIS THIS 18th DAY OF MAY, 2023.

JAMES P. MEIER 035-3295 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS GURNEE, IL

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3295
LICENSE EXPIRES NOVEMBER 30, 2024

REVISION: JUNE 8, 2023 (ZONING REPORT AND ATTY COMMENTS)
REVISION: MAY 25, 2023 (ATTY COMMENTS)
DATE: MAY 17, 2023
ORDER NO: 230430
PROJ. NO: 1300.1
FOR: STONELEIGH COMPANIES, LLC
PROJ. NAME: ARLINGTON DOWNS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Professional Design Firm Registration #184-002793.

"PROGRESS THRU PARTICIPATION" Department of Public Works
3900 Berdnick · Street Rolling Meadows, · Illinois 60008 ·847-963-0500 ·Fax: 847-963-0555

September 19, 2023

Village of Arlington Heights
Sam Hubbard, Development Planner
Village of Arlington Heights
33 S. Arlington Heights Road
Arlington Heights, IL 60005

Via E-Mail: shubbard@vah.com

Dear Sam,

Thank you for forwarding information and for the opportunity to review and comment on the Arlington Downs Four Plat of Resubdivision, including Amended Declarations. We appreciate the opportunity to review and comment on these plans as we work together to ensure responsible development along our common boundary. Our comments outlined below are generally related to the following:

1. Defining the City (not Village) of Rolling Meadows in Paragraph 1(b), and then refencing as appropriate in Paragraph 3(f), and elsewhere if needed.
2. The future construction of sidewalks on the east side of Rohlwing, including what triggers them and who is responsible for constructing them and when, as well as the installation of pedestrian crossing signals across Euclid (discussed in more detail below).
3. The construction of south bound right turn lanes on Rohlwing at Euclid (discussed in more detail below).

**Sidewalks along the East side of Rohlwing and Pedestrian signals and crosswalks across the east leg of Euclid**

The construction of sidewalks along the east side of Rohlwing in the City's right-of-way is regulated by Paragraph 3(e) of the proposed Amended Declarations as shown below.

> (c) **Sidewalks to be Constructed in ROW**. Lot 4C Owner and Lot 4B Owner hereby agree that any sidewalk to be constructed from Euclid Avenue to Stonegate Boulevard in the right of way of Rohlwing Road are their obligations as required by the PUD and the Village. Future Lot 6 Owner (Lot 2A-2 and Lot 16 Owner) hereby agrees that any sidewalk to be constructed from Stonegate Boulevard to Salt Creek Lane in the right of way of Rohlwing Road is its obligation as required by the PUD and the Village.

As it appears the properties north of Stonegate will likely be developed first with a multi-family development, it is recommended that the Village consider requiring construction of the entire sidewalk along the PUD down to Euclid at that time, with the future owners of the southern lots responsible for repayment of their share as part of a possible recapture agreement when that property is developed. I believe

this recommendation is consistent with the original intent of the PUD, as outlined in Section 2, Paragraph 1a of AH Ordinance 12-039, which required construction of the entire sidewalk with these phases.

The construction of the sidewalk down to Euclid will also require the installation of pedestrian activated signals on the east side of the Euclid/Rohlwing intersection across Euclid to the south. This appears to be regulated most recently as a requirement of the "PUD" in AH Ordinance 12-039 as shown below:

> 2. To clarify Planned Unit Development Ordinance Number 12-006, SECTION NINE, Traffic and Parking Condition #7, Euclid Avenue improvements shall be installed as follows by the Petitioner:
>
> a. a left- hand turn lane from eastbound Euclid Avenue to the main private drive that serves the development as part of Phase 1 – Residential Tower Conversion;
>
> b. A bike path on the north side of Euclid Avenue as part of Phase 2 (water park-hotel), or with Phase 3, 4 or 5, if either precedes Phase 2, unless the City of Rolling Meadows obtains a grant that includes said improvement.
>
> c. crosswalk and pedestrian activated signal on the east side of the Euclid Avenue/Rohlwing Road intersection, at such time when the City of Rolling Meadows installs a sidewalk on the east side of Rohlwing Road from Cardinal Street to Euclid Avenue.

It is our assumption that the Ordinance incorrectly references Cardinal Drive, as highlighted above, instead of correctly referencing Freemont, which is the next east/west street one block south of Euclid. This is the only section along the east side of Rohlwing south of Euclid in Rolling Meadows (approximately 160') that is not already improved with sidewalk.

Our City Engineer has advised us that the language in this Ordinance might actually be contradictory. Under current protocols, the first entity to an intersection is generally the one financially responsible for crosswalk and pedestrian activated signals. So, if the City were to construct the sidewalk first as indicated in the 2012 Ordinance, the petitioner/developer might argue in the future they're not responsible to pay for the signal. The language could also be interpreted to require that the "petitioner" must take whatever means are necessary to pay for or reimburse the City of Rolling Meadows any time the City constructs the 160' section of sidewalk. It might be worth clarifying so all parties are on the same page as to who is responsible for what costs. Given that the City of Rolling Meadows already maintains the bike/ped path on the west side of Rohlwing, as well as the crosswalk on the north leg of the intersection, we believe that construction of the east leg crossing should be the responsibility of the petitioner to construct, and that the responsibility should be clarified as part of these pending revisions to the declarations. The City can program the installation of this 160' sidewalk segment upon completion of the sidewalk along the PUD.

**South Bound Right Turn Lane from Rohlwing to West Bound Euclid.**

Paragraph 4(f) of the proposed Amended and Restated Declaration (as shown below) amends AH Ordinance 12-039, paragraph 1a provided that "implementation may occur at a later phase if agreed upon by both the Village of Arlington Heights and the City of Rolling Meadows." (Emphasis added). Similar language requiring agreement by both Arlington Heights and Rolling Meadows was repeated in Section 4, Paragraph 3 of AH Ordinance 15-049.

(f) Right Hand Turn Lane on Rohlwing Road. Any right hand turn lane from southbound Rohlwing Road onto westbound Euclid Ave, if approved by the Village and the Village of Rolling Meadows after a traffic warrant analysis requires it, shall be borne by the Association as an Association Cost.

The City recommends stronger language be required in the current proposed Declaration that clarifies the "after a traffic warrant analysis requires it" language, and the City continue to be a party to that review. Language similar to the following is suggested:

> "The Association shall design, construct and pay for a right-hand turn lane from southbound Rohlwing Road onto westbound Euclid Avenue, upon acceptance by the Village and the City of any traffic warrant analysis that supports its construction. The improvement must be constructed no later than (insert criteria).

Again, I appreciate the opportunity to review and comment on the timing of these public improvements as part of your PUD development. If you have any questions, please do not hesitate to contact me at the contact information provided below, or Jo Ellen Charlton, Assistant Director at 847-870-2885.

Warmest Regards,

Aaron Grosskopf, Director of Public Works
City of Rolling Meadows

Cc: Cris Papierniak, Director of Public Works, Arlington Heights
Rob Horne, Assistant Director of Public Works, Arlington Heights
Charles Witherington-Perkins, Director of Planning and Community Development, Arlington Heights
Glen Cole, Assistance City Manager/Community Development Director, Rolling Meadows
Elizabeth Kwandras, Deputy Director Community Development, Rolling Meadows
Jo Ellen Charlton, Assistant Director of Public Works, Rolling Meadows

**THIS DOCUMENT PREPARED BY AND AFTER RECORDING, RETURN TO:**

Michael D. Firsel, Esq.
Firsel Ross & Weis
10 Parkway North Blvd., Suite 110
Deerfield, IL 60015

For Recording Purposes Only

# AMENDED AND RESTATED DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS (ARLINGTON DOWNS)

**THIS AMENDED AND RESTATED DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS** ("**Declaration**") is entered into as of the ___ day of _____, 2023 (the "**Effective Date**"), by and among **ARLINGTON DOWNS RESIDENTIAL, LLC**, a Delaware limited liability company ("**Lot 1B Owner**"), **STORE MASTER FUNDING XVI, LLC**, a Delaware limited liability company ("**Lot 2A-1 Owner**"), **SB ADR IV PROPERTY OWNER, LLC**, an Illinois limited liability company ("**Lot 2A-2 Owner**" and "**Lot 16 Owner**"), **ARLINGTON DOWNS RESIDENTIAL II, LLC**, an Illinois limited liability company ("**Lot 3A Owner**"), **AD HOTEL, LLC**, a Delaware limited liability company ("**Lot 4B Owner**"), **CIMA DEVELOPERS, LP**, an Illinois limited partnership ("**Lot 4C Owner**"), **SB 3401 PAYTON PLACE LLC**, a Delaware limited liability company ("**Lot 5A Owner**"); collectively with Lot 1B Owner, Lot 2A-1 Owner, Lot 2A-2 Owner, Lot 3A Owner, Lot 4B Owner, Lot 4C Owner, Lot 5A Owner and Lot 16 Owner, the "**Lot Owner Declarants**"), and **ARLINGTON DOWNS MASTER ASSOCIATION, INC.**, an Illinois not-for-profit corporation (the "**Association**"; collectively with the Lot Owner Declarants, the "**Declarants**").

## RECITALS

A. Lot 1B Owner owns the real property described on **Exhibit A-1** attached hereto ("**Lot 1B**"), Lot 2A-1 Owner owns the real property described on **Exhibit A-2-1** attached hereto ("**Lot 2A-1**"), Lot 2A-2 Owner owns the real property described on **Exhibit A-2-2** attached hereto ("**Lot 2A-2**"), Lot 3A Owner owns the real property described on **Exhibit A-3** attached hereto ("**Lot 3A**"), Lot 4B Owner owns the real property described on **Exhibit A-4** attached hereto ("**Lot 4B**"), Lot 4C Owner owns the real property described on **Exhibit A-5** attached hereto ("**Lot 4C**"), Lot 5A Owner owns the real property described on **Exhibit A-6** attached hereto ("**Lot 5A**"), Lot 16 Owner owns the real property described on **Exhibit A-9**, and the Association owns (i) the real property described on **Exhibit A-7** attached hereto ("**Outlot 1C**"), and (ii) the real property described on **Exhibit A-8** attached hereto ("**Lot 1D**").

B. That certain Declaration of Easements, Covenants and Restrictions entered into by Arlington Devco LLC, an Illinois limited liability company, dated as of May 23, 2013, and recorded in the office of the Cook County Recorder of Deeds on June 12, 2013, as document number 1316322014 (the "**Original Declaration**") encumbers the Lots.

C. A depiction of the Lots (collectively, the "**Development**") is attached hereto as **Exhibit B**.

D. The Development is commonly referred to as "**Arlington Downs**".

E. The Declarants desire to amend and restate the Original Declaration in its entirety, on the terms and conditions set forth herein, and subject the Development to the covenants, conditions and restrictions set forth herein.

**NOW**, **THEREFORE**, in consideration of the premises, the covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Recitals; Definitions**.

(a) **Recitals**. The Recitals set forth above are hereby incorporated into this Declaration by reference as if specifically set forth herein.

(b) **Definitions**. As used in this Declaration, the terms set forth in the Preamble and Recitals shall have the meaning given such terms therein and the following terms shall have the following meanings:

"**Access Drives**" shall mean those certain access drives located on: i) Lot 1B and Lot 2A as a service road behind Lot 2A building; ii) Lot 5A running north/south that provides access to Lot 5A Parking Garage and for future Lot 3A parking or access; iii) Lot 3A running east/west that provides access to Lot 3A and Lot 5A Parking Garage; and (iv) the future access road on the easterly portion of Lot 16 that will connect Salt Creek Lane and Stonegate Boulevard and including the existing drive on the westerly portion of Lot 2A-1 (which access drive shall inure to the benefit of the Association and the Lot Owners). In the event that any additional Access Drives between Lots are approved by the Village within the PUD, then such new access drives shall be included in this definition of Access Drives.

"**Affiliate**" shall mean, with respect to a specified person or entity, any individual, partnership, corporation, limited liability company, trust, unincorporated organization, association or other entity which, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with such person or entity, including, without limitation, any general or limited partnership in which such person or entity is a partner, or a limited liability company in which such person or entity is a member or manager.

"**Affected Party**" or "**Affected Lot Owner**" shall have the meaning given such term in Section 4(a)(vii).

"**Annual Budget**" shall have the meaning given such term in Section 6(b).

"**Annual Statement**" shall have the meaning given such term in Section 6(b).

"**Applicable Law**" means all laws, ordinances, orders, rules and regulations of any kind applicable to the Development, including, without limitation, any of the foregoing in effect in the State of Illinois, Cook County and/or the Village.

"**Association Costs**" shall have the meaning given such term in Section 6(a).

"**Board**" shall mean the Board of Directors of the Association.

"**Building**" shall mean any permanently enclosed structure constructed on a Lot from time to time, including, without limitation, any appurtenant canopies, supports, loading docks, truck ramps and other outward extensions.

"**Bylaws**" shall mean the Bylaws of the Association attached hereto as **Exhibit C** and made a part hereof.

"**Common Area**" shall mean the Development Sign Areas and Outlot 1C. For avoidance of doubt, the Common Area does not include the Lot 1B Parking Garage, the Lot 1B Garage Ramp, the Lot 1B Parking Lot, the Lot 3A Parking Lot, the Lot 5A Parking Garage, or drive up or drive through areas and facilities, loading docks, patio areas, or outdoor seating areas exclusively serving a particular Building.

"**Common Area Improvements**" shall mean all improvements previously and hereafter constructed from time to time within the Common Area of the Development (including, but not limited to, the Common Road, the Development Signs, any Common Utility Facilities located on Outlot 1C, light standards, traffic controls, signs and landscaping). The Common Area Improvements shall be architecturally harmonious.

"**Common Road**" shall mean the road located on Outlot 1C.

"**Common Utility Facilities**" means Utility Facilities which are currently or in the future may be installed in the Development which are intended to provide service to more than one Lot, or which are located in Outlot 1C, or in a recorded easement, or along the exterior property line of the Development; *provided, however*, the term Common Utility Facilities does not include the storm water facilities to be constructed on Lot 4B and/or Lot 4C to serve Lot 4B and Lot 4C.

"**Constructing Party**" shall have the meaning given such term in Section 4(a)(i).

"**Cost Share**" shall mean, as of the Effective Date, the percentages with respect to each Lot set forth on **Exhibit D**.

"**Curing Party**" shall have the meaning given such term in Section 9(b).

"**Default Rate**" shall have the meaning given such term in Section 6(d).

"**Defaulting Party**" shall have the meaning given such term in Section 9(b).

"**Default Lien**" shall have the meaning given such term in Section 28(a).

"**Delinquent Owner**" shall have the meaning given such term in Section 6(d).

"**Delinquent Payment**" shall have the meaning given such term in Section 6(d).

"**Delinquent Payment Lien**" shall have the meaning given such term in Section 6(d).

"**Development Sign Areas**" shall have the meaning given such term in Section 3(d)(i).

"**Development Signs**" shall have the meaning given such term in Section 3(d)(i).

"**Environmental Laws**" shall have the meaning given such term in Section 9(b)(i).

"**Future Declaration**" shall have the meaning given such term in Section 7(F).

"**Future Lot 6**" shall have the meaning given such term in Section 34.

"**Hazardous Materials**" shall have the meaning given such term in Section 8(b)(ii).

"**Lien**" means a mechanics', materialmens or any other similar lien.

"**Landscape Plan**" means the final approved landscape plan for Common Areas of the Development.

"**Lot**" or "**Lots**" means, individually or collectively, Lot 1B, Lot 1D, Lot 2A, Lot 3A, Lot 4B, Lot 4C, Lot 5A, Future Lot 6 and Outlot 1C and, if a Lot Owner creates a lot or subdivided lot on its Lot, the lot or subdivided lot shall be deemed a Lot for all purposes set forth herein.

"**Lot 1B Parking Garage**" shall mean the existing underground parking garage located below a portion of Lot 1B which is legally described on **Exhibit F-1** attached hereto and made a part hereof.

"**Lot 1B Garage Ramp**" shall mean that portion of Outlot 1C consisting of the ramp, walls, foundation, and the access drive to and from the Lot 1B Parking Garage to the level grade of the Common Road as shown on **Exhibit F-2**.

"**Lot 1B Parking Lot**" means the parking lot located on Lot 1B and depicted on **Exhibit G**.

"**Lot 2A**" shall mean Lot 2A-1 and Lot 2A-2 collectively which have not been subdivided as of the Effective Date but are intended to be subdivided at such time that Lot 2A-2 and Lot 16 are submitted for approval by the Village for future residential development on Future Lot 6. The legal descriptions attached as **Exhibits A-2-1 and A-2-2** are metes and bounds and shall be amended as platted lots as approved by the Village.

"**Lot 3A Parking Lot**" means the future parking lot to be located on Lot 3A from time to time with access to the Access Drives as will be approved by the Village.

"**Lot 5A Parking Garage**" means the parking garage located on Lot 5A..

**"Lot 16 Owner"** means the owner of the existing Lot 16 in the Arlington Park Office Centre.

"**Lot Owner**" or "**Lot Owners**" shall mean all or each of the Lot Owner Declarants, as applicable, and any and all successors or assigns of any Lot Owner Declarant as the owner or owners of the fee simple title to any Lot whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property.

"**Major Modification to the PUD**" means any modification of existing plans or new plans for construction, renovation, remodeling or any change to any Building, structure, Common Area, Common Area Improvement, or any other portion of the Development that is not in compliance with the PUD or this Declaration, and which requires the approval of the Village Board.

"**Member**" or "**Members**" shall mean a member or members of the Association.

"**Mortgagee**" shall have the meaning given such term in Section 28(a).

"**Outlot 1C Easement**" shall have the meaning given such term in Section 3(a).

"**Outlot 1C Temporary Construction Easement**" shall have the meaning given such term in Section 3(e)(i).

"**Outlot 1C Temporary Construction Easement Area**" shall have the meaning given such term in Section 3(e)(i).

"**Parking Lots**" shall mean the driveways, parking areas, lighting, landscaping, access roads and other improvements within such areas located from time to time on any Lot as established by the as-built plans at the time a certificate of occupancy is issued for any Building on any Lot from time to time. The term Parking Lots shall not include the Lot 1B Parking Garage, the Lot 3A Parking Lot, or the Lot 5A Parking Garage. Subject to future approval of the Village, the parking garage on Future Lot 6 may be excluded from this definition.

"**Parking Lot Easement**" shall have the meaning given such term in Section 3(b)(i).

"**Permittees**" shall mean any tenant or occupant of a Lot and the respective employees, agents, contractors, customers, invitees and licensees of the tenant, occupant or Lot Owner of such Lot.

"**PUD**" means that certain Arlington Downs Planned Unit Development approved as Ordinance Numbers 12-006, 12-037, 12-039, 14-025, 15-049, 18-019, and 18-036 by the Village President and Village Board, as may be amended, supplemented, or extended from time to time.

"**Repairing Owner**" shall have the meaning given such term in Section 5(a)(ii).

"**Separate Utility Facilities**" means the Utility Facilities which are installed to provide the applicable service solely to a single Lot, or Building, or structure within a Lot. As an example, the portion of a Utility Facility between a Common Utility Facility and a Building shall be considered a Separate Utility Facility.

"**Super Majority of the Lot Owners**" means the Lot Owners of sixty-five percent (65%) or more of the Voting Shares.

"**Taxes**" means any and all ad valorem real estate taxes, assessments and governmental impositions imposed on or affecting any Lot or the Common Areas. Taxes does not include any income, use sales or other personally imposed taxes on any Lot Owner.

"**Traffic Signal**" means any future traffic signal at the Stonegate Boulevard and Euclid Avenue entrance to the Development, to be constructed as required under the PUD after sufficient traffic warrants are determined from the PUD.

"**Utility Facilities**" means the lines, facilities and systems in the Development, including, without limitation, mains, sewers, underground storage facilities and conduits, for utilities, including, without limitation, water, sanitary sewer, storm water and detention, electricity, gas, telephone, cellular telephone, cable television, fiber optic cable, other internet services, meters, backflow devices, hydrants, and lift stations, as well as all other utilities required and necessary for the development, ownership and operation of the Development.

"**Village**" means the Village of Arlington Heights, Illinois.

"**Village Board**" means the Village President and Board of Trustees of the Village.

"**Voting Share**" shall mean, as of the Effective Date, the percentages with respect to each Lot set forth on **Exhibit H**.

2. **The Association**. To the extent provided herein, the Development shall be governed by the Association in accordance with this Declaration, the Bylaws, the PUD, the Illinois General Not-For-Profit Corporation Act, and all other Applicable Laws, all as may be amended or supplemented from time to time. Every Lot Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of a Lot. Ownership of a Lot shall be the sole qualification for membership.

3. **Grants of Easements and Obligations**.

(a) **Outlot 1C Easement**. The Association hereby declares that the Lots and all Lot Owners and Permittees of the Lots from time to time shall be benefited by a nonexclusive perpetual easement (the "**Outlot 1C Easement**") appurtenant to and for the benefit of each Lot, which easement is hereby granted and reserved over and across Outlot 1C for: (i) access, ingress and egress in order to permit ingress and egress for vehicular and pedestrian traffic between the Lots, along Access Drives, and to and from adjacent rights of way; and (ii) access by the Association to satisfy its obligations under Section 5(c)(i)-(iv). The Outlot 1C Easement does not constitute a public dedication of any portion of the Development. The Outlot 1C Easement shall specifically exclude the Lot 1B Garage Ramp (subject to Section 5(b)).

(b) **Parking Lot Easement**.

(i) Subject to the exclusions under Section 3(b)(ii) below, each Lot Owner Declarant hereby declares that its Lot shall be subject to a nonexclusive perpetual easement appurtenant to and for the benefit of: (A) the Association; (B) each other Lot; and (C) all other Lot Owners and Permittees, which easement is hereby granted and reserved over and across the Parking Lots located, from time to time, on each Lot for: (x) shared parking of vehicles; (y) vehicular and pedestrian ingress and egress over and through the Parking Lots; and (z) vehicular and pedestrian access to and from the Parking Lots, Outlot 1C, the Access Drives, and adjacent rights-of-way (the "**Parking Lot Easement**"). The Parking Lot Easement shall not be construed to constitute a public dedication of any portion of the Development.

(ii) Except as otherwise approved or otherwise required by the Village, including, but not limited to, with respect to shared parking as defined in the PUD and within the Development, the Parking Lot Easement shall not constitute a grant by the Association, the Lot 3A Owner, or the Lot 5A Owner, or the right of any other Lot Owner or Permittee to use (when applicable the Lot 1B Parking Garage, Lot 3A Parking Lot, or the Lot 5A Parking Garage) for parking or vehicular ingress, egress or access. The Lot 1B Parking Garage, the Lot 3A Parking Lot, and the Lot 5A Parking Garage are excluded from the Parking Lot Easement.

(iii) Each Lot Owner shall have the right to use the Parking Lot on its Lot for any purposes which are consistent with the use of the easements granted in, and any restrictions contained in, this Declaration, including, but not limited to, for landscaping, signage, underground utility lines, storm drainage, driveways, parking, curbing, curb cuts, lighting and related improvements.

(c) **Utilities**.

(i) Each Lot Owner Declarant hereby declares that the Association, the Lots and all Lot Owners and Permittees of the Lots shall be benefited by a perpetual

non-exclusive easement appurtenant to and for the benefit of the Lots, which easement is hereby granted and reserved for the use, maintenance, repair and replacement of Utility Facilities in accordance with this Declaration and all Applicable Laws, provided that such easements do not unreasonably interfere with the continuous and perpetual use of the Lots and Outlot 1C. All Utility Facilities shall be installed and maintained below the surface of the Development (except for such parts thereof that cannot and are not intended to be placed below the surface, including, but not limited to transformers, meters, valves, standpipes, control panels and external backflow devices).

(ii) Each Lot Owner reserves the right to relocate Utility Facilities in whole or part located on its Lot, including, without limitation, to re-route such Utility Facilities for such period or periods of time as may be reasonably necessary in connection with: (A) any necessary repairs to such Utility Facilities; (B) construction, installation, maintenance, or repair of improvements to the respective Owner's Lot; and/or (C) development and redevelopment of the respective Owner's Lot subject to the approval of any public utility company providing such Utility Facilities. In the event a Lot Owner determines it to be reasonably necessary to relocate any Utility Facilities located on its Lot and such Utility Facilities affect a Separate Utility Facility or Lot, the Lot Owner shall give written notice to other Affected Lot Owners and the Association not less than sixty (60) days prior to beginning any work on the Utility Facilities, which notice shall include such Owner's plan for such relocation (except in the case of an emergency, in which case notice and the plan shall be delivered as soon as reasonably possible), and such plan shall: (i) outline how the relocation will not cause a temporary suspension in any utility service; and (ii) be subject to approval of the Affected Lot Owner(s), which approval will not to be unreasonably withheld, delayed or conditioned. Any relocation of Utility Facilities pursuant to this Section 3(c)(ii) shall not disturb, diminish or reduce the capacity, usefulness or functionality of the utility service to any Lot and shall be performed in accordance with Section 4(a) hereof, including, without limitation, in accordance with the PUD and all Applicable Laws and, if required, with the approval of the Village. All costs of relocating any Utility Facility shall be paid 100% by the Lot Owner undertaking such relocation including any business interruption costs associated with such relocation.

(iii) Subject to the provisions of this Section 3(c)(iii), Declarants hereby grant and convey to the Village, and the utility providers providing utilities to any portion of the Development, a perpetual non-exclusive easement, but only as the Village and/or the utility providers may require, for the maintenance, repair and/or replacement of any Utility Facilities within unimproved areas or on any Lot, as reasonably designated by the Lot Owner of such Lot, or within areas of Outlot 1C as reasonably designated by the Association. The Village and/or the utility providers, as applicable, shall restore any damage caused by such party to any portion of Outlot 1C, or any Lot or improvements thereon, to its original condition or better under the easement granted by this Section 3(c)(iii).

(iv) To the extent that any Utility usage measuring devices are placed in the Development that serve more than one Lot (a "**Master Meter**"), each separate Lot Owner being so served by such Master Meter shall install a sub-meter for the separate Lot so served prior to the commencement of construction (new or renovations) on such Lot (the "**Sub-Meter**"). Upon request from time to time by the party responsible for the payment of the specific Utility billing for the Master Meter (the "**Responsible Party**") but no less than every other month, each Lot Owner shall provide a current reading of the Sub-Meter of such Owner's Lot within three (3) business days after such request and provide the reading usage amount to the Responsible Party. The Responsible Party shall have the right, in its sole discretion from time to time, to personally view the sub-meter reading. The Responsible Party shall then determine the prorata amount of the Utility billing owed by such separate Lot Owner by dividing each affected Lot 's usage by the total amount of all usage covered by the Master Meter billing and shall submit an invoice for each Lot's proportionate share to each Affected Lot Owner, along with a copy of the Master Meter billing and the calculation of such Lot Owner's prorata share. Within ten (10) days after receipt of such invoice, each Affected Lot Owner with a Sub-Meter shall remit such Lot Owner's share directly to the Responsible Party. In the event that a Lot Owner does not timely pay its share of the Utility usage as set forth in this Section 3(c)(iv), the delinquency payment provisions set forth in Section 6(d) below shall apply and be available to the Responsible Party to secure payment.

(c) **Development Signs**.

(i) Subject to the approval of the Association, the Board and the Village, and in accordance with the requirements of the PUD and Village sign ordinances as amended from time to time, as well as Applicable Laws, the Lot 4C Owner, at its sole cost and expense, shall construct the Development Signs described below:

(A) any replacement or improvements to the Development Sign at the southwest corner of Lot 4C identifying the Village (the "**Village Sign**");

(B) a Development Sign at the entrance to the Development at the southwest corner of Euclid Avenue and Stonegate Boulevard located in Outlot 1C (the "**Euclid Sign**"); and

(C) a Development Sign at the entrance to the Development from the northeast corner of Rohlwing Road and Stonegate Boulevard located in Outlot 1C (the "**Rohlwing Sign**", and together with the Village Sign and the Euclid Sign, collectively, the "**Development Signs**").

(ii) The Development Signs, including, without limitation, the identification panels on the Development Signs, shall be subject to the approval of the Association, and shall be generally located in the areas identified on **Exhibit I** (the "**Development Sign Areas**"), which Development Sign Areas are hereby declared to be a Common Area as part of Outlot 1C.

(iii) The Association hereby grant to the Lot 4C Owner temporary a non-exclusive easement for access to and from Outlot 1C for the purpose of installing the Development Signs in accordance with Section 3(d)(i), and each of such easements will automatically terminate as to each Development Sign upon installation and completion of each Development Sign. Upon termination of each of the foregoing easements, title to the applicable Development Signs shall be automatically vested in the Association. Upon the vesting of the ownership of the Development Signs in the Association, each applicable Lot Owner hereby grants to the Association a perpetual non-exclusive easement to access any Development Sign Areas for the purpose of maintaining, repairing and replacing the Development Signs.

(iv) Upon the vesting of the ownership of the Development Signs in the Association, the Association shall have the responsibility for the maintenance repair and replacement, as necessary of the Development Signs or its identification panels.

(v) The applicable Lot Owner shall be solely responsible for and pay (a) the initial design, fabrication, installation, and removal of any replacement of the sign identification panels to be located on each Development Sign on which it such Owner is entitled to a sign identification panel.

(vi) The percentage share of the cost of the maintenance, repair and replacement of each of the Development Signs as set forth below:

(A) The Village Sign:
1. Lot 4C Owner - 100%

(B) The Euclid Sign:
1. Lot 1B Owner – 20%
2. Lot 2A-1 Owner – 20%
3. Lot 4C Owner – 60%

(C) The Rohlwing Sign
1. Lot 1B Owner – 16.66%
2. Lot 2A-1 Owner – 16.66%
3. Lot 2A-2 (and future Lot 6) Owner – 16.67%
4. Lot 4C Owner – 50%

(vii) The order and size of the sign panels on each sign are as follows:

(A) The Village Sign:
1. Village only - 100% of sign area

(B) The Euclid Sign:
1. Lot 4C Owner – 60% of sign area – Top Panel
2. Lot 1B Owner – 20% of sign area – Middle Panel
3. Lot 2A-1 Owner – 20% of sign area – Lowest Panel

(C) The Rohlwing Sign
1. Lot 4C Owner – 50% of sign area - Top Panel
2. Lot 2A-1 Owner - 16.66% of sign area – 2nd Panel

3. Lot 2A-2 (and future Lot 6) Owner – 16.67% of sign area – 3rd Panel
4. Lot 1B Owner – 16.66% of sign area – Lowest Panel

(d) **Outlot 1C Temporary Construction Easements**.

(i) If, after making a good-faith and commercially reasonable attempt to obtain a temporary construction right of access from Rohlwing Road directly on to Lot 4B, the Lot 4B Owner is unable to obtain such direct temporary construction access, the Association hereby agrees to grant to the Lot 4B Owner a temporary construction easement solely over, upon and through the areas on Outlot 1C depicted on **Exhibit J-1** (the "**Outlot 1C-1 Temporary Construction Easement Area**") for purposes of constructing improvements on Lot 4B in accordance with this Declaration (the "**Outlot 1C-1 Temporary Construction Easement**"), provided that neither the Outlot 1C-1 Temporary Construction Easement, nor the use thereof by the Lot 4B Owner, or any of its Permittees, shall unreasonably interfere with the full, unlimited, unimpeded, and unrestricted use of or access to any and all portions of the Development (other than Lot 4B) by the Association or the other Lot Owners and their Permittees. For avoidance of doubt, the Outlot 1C-1C Temporary Construction Easement does not grant any right to perform any construction to or on Outlot 1C (except as set forth in Section 3(e)(ii) below). The Outlot 1C-1 Temporary Construction Easement shall terminate upon the earlier of: (A) the issuance of a certificate of occupancy for the improvements constructed on Lot 4B; or (B) five (5) years after the Effective Date, which termination may be extended by the Association after written request from the Lot 4B Owner. Upon termination of the Lot 1C-1 Temporary Construction Easement, and, upon request of the Association or any other Owner, the Lot 4B Owner shall execute a recordable termination of the Outlot 1C-1 Temporary Construction Easement in a form reasonably acceptable to the Association.

(ii) In the event that the Outlot 1C-1 Temporary Construction Easement is required by the Lot 4B Owner pursuant to Section 3(e)(i), the Lot 4B Owner shall at all times take any and all safety measures reasonably required to protect the Association and the other Lot Owners and their Permittees from injury or damage relating to the Outlot 1C-1 Temporary Construction Easement and the use of the Outlot 1C-1 Temporary Construction Easement Area by the Lot 4B Owner and its Permittees. The Lot 4B Owner shall indemnify, hold harmless and defend the Association and the other Lot Owners and their Permittees from and against all damages, claims, demands, suits, costs, losses, expenses, liabilities and reasonable attorney fees, arising from or in respect to the death, injury, loss or damage caused to any person or to the property of any person as shall occur by virtue of the use of the Outlot 1C-1 Temporary Construction Easement Area by the Lot 4B Owner and its Permittees, except to the extent that such claims arise out of the negligence or willful misconduct of the indemnified party. At all times, the Lot 4B Owner shall keep the Outlot 1C-1 Temporary Construction Easement Area in a neat, clean, level and smooth condition, free of dust, dirt and debris, and fully accessible. The Lot 4B Owner shall promptly repair any and all damage to Outlot 1C caused by any

construction traffic accessing Lot 4B. The Lot 4B Owner shall sweep the Common Road every day there is construction activity thereon, and water the Common Road within the Outlot 1C-1Temporary Construction Easement Area, as necessary, or as otherwise directed by the Association.

(iii) If, after making a good-faith and commercially reasonable attempt to obtain a temporary construction right of access from Euclid Avenue or Rohlwing Road directly on to Lot 4C, the Lot 4C Owner is unable to obtain such direct temporary construction access, the Association hereby agrees to grant to the Lot 4C Owner a temporary construction easement solely over, upon and through the areas on Outlot 1C depicted on **Exhibit J-2** (the "**Outlot 1C-2 Temporary Construction Easement Area**") for purposes of constructing improvements on Lot 4C in accordance with this Declaration (the "**Outlot 1C-2 Temporary Construction Easement**"), provided that neither the Outlot 1C-2 Temporary Construction Easement, nor the use thereof by the Lot 4C Owner, or any of its Permittees, shall unreasonably interfere with the full, unlimited, unimpeded, and unrestricted use of or access to any and all portions of the Development (other than Lot 4C) by the Association or the other Lot Owners and their Permittees. For avoidance of doubt, the Outlot 1C-2 Temporary Construction Easement does not grant any right to perform any construction to or on Outlot 1C (except as set forth in Section 3(e)(iv) below). The Outlot 1C-2 Temporary Construction Easement shall terminate upon the earlier of: (A) the issuance of a certificate of occupancy for the improvements constructed on Lot 4C; or (B) five (5) years after the Effective Date, which termination may be extended by the Association after written request from the Lot 4C Owner. Upon termination of the Lot 1C-2 Temporary Construction Easement, and, upon request of the Association or any other Owner, the Lot 4B Owner shall execute a recordable termination of the Outlot 1C-2 Temporary Construction Easement in a form reasonably acceptable to the Association.

(iv) In the event that the Outlot 1C-2 Temporary Construction Easement is required by the Lot 4C Owner pursuant to Section 3(e)(iii), the Lot 4C Owner shall at all times take any and all safety measures reasonably required to protect the Association and the other Lot Owners and their Permittees from injury or damage relating to the Outlot 1C-2 Temporary Construction Easement and the use of the Outlot 1C-2 Temporary Construction Easement Area by the Lot 4C Owner and its Permittees. The Lot 4C Owner shall indemnify, hold harmless and defend the Association and the other Lot Owners and their Permittees from and against all damages, claims, demands, suits, costs, losses, expenses, liabilities and reasonable attorney fees, arising from or in respect to the death, injury, loss or damage caused to any person or to the property of any person as shall occur by virtue of the use of the Outlot 1C-2 Temporary Construction Easement Area by the Lot 4C Owner and its Permittees, except to the extent that such claims arise out of the negligence or willful misconduct of the indemnified party. At all times, the Lot 4C Owner shall keep the Outlot 1C-2 Temporary Construction Easement Area in a neat, clean, level and smooth condition, free of dust, dirt and debris, and fully accessible. The Lot 4C Owner shall promptly repair any and all damage to Outlot 1C caused by any

construction traffic accessing Lot 4C. The Lot 4C Owner shall sweep the Common Road every day there is construction activity thereon, and water the Common Road within the Outlot 1C-2 Temporary Construction Easement Area, as necessary, or as otherwise directed by the Association.

(e) **Sidewalks to be Constructed in ROW**. Lot 4C Owner and Lot 4B Owner hereby agree that any sidewalk to be constructed from Euclid Avenue to Stonegate Boulevard in the right of way of Rohlwing Road are their obligations to construct as required by the PUD and the Village. Future Lot 6 Owner (Lot 2A-2 and Lot 16 Owner) hereby agrees that any sidewalk to be constructed from Stonegate Boulevard to Salt Creek Lane in the right of way of Rohlwing Road is its obligation to construct as required by the PUD and the Village. Future Lot 6 Owner (Lot 2A-2 and Lot 16 Owner) hereby agrees that any sidewalk to be constructed from Rohlwing Road along Salt Creek Lane in the right of way of Sale Creek Lane is its obligation to construct as required by the PUD and the Village.

(f) **Easement in Favor of Association**. Each Lot Owner hereby declares that its Lot shall be subject to a nonexclusive perpetual easement appurtenant to and for the benefit of the Association, which easement is hereby granted and reserved over and across the Lots for the purpose of allowing the Association to perform any and all duties and obligations under this Declaration, provided that such easement shall not give the Association any right to access any Buildings and the Association shall use commercially reasonable efforts not to interfere with the use of the Lots by the Lot Owners and their Permittees.

(g) **Common Area**. Each Lot Owner and the Association, as applicable, hereby declare that the portion of the Common Area located on their Lots shall be a part of the Common Area to be used in common with the Lot Owners and their Permittees in accordance with this Declaration.

4. **General Construction and Development**.

(a) **Construction Requirements and Standards**. All construction within the Development shall be subject to the following requirements and restrictions:

(i) Once commenced, all construction on any portion of the Development by, or on behalf of, any Lot Owner or the Association by a Constructing Party shall be diligently prosecuted to completion in accordance, as required, with the terms of this Declaration, the PUD, building and other permits issued by any governmental authority, Applicable Laws, and, if required, with the approval of the Village.

(ii) All construction within the Development shall be performed in a good and workmanlike manner using new first-class materials and in accordance with all Applicable Laws, and, if applicable, any plans and specifications approved by the Association to the extent provided herein and, as applicable, by the governmental authority having jurisdiction, and the appropriate utility providers.

(iii) All construction on the Development shall be performed so as to not: block or impede ingress or egress from public streets, Outlot 1C, or to any other portion of the Development; unreasonably interfere with any construction on the remainder of the Development; or unreasonably impair the use, occupancy, business operations or enjoyment of the remainder of the Development. Any staging area for construction shall only be located on the Lot owned by the Constructing Party unless otherwise agreed to herein or in a separate written agreement between the Affected Lot Owners. No Constructing Party may install any construction fencing or other barriers, or store or place any construction equipment on any Lot owned by another Lot Owner without obtaining the other Affected Lot Owner's prior written consent.

(iv) A Constructing Party shall only use point or points of access on another Lot for construction vehicles if, and only if, such Constructing Party has entered into a separate written agreement with the Affected Lot Owner, or the Affected Lot Owner has otherwise approved such points of access (the approval of the location of the construction drives not to be unreasonably withheld or delayed). Subject to the PUD (as applicable): (A) Euclid Avenue shall be used for any construction traffic, unless otherwise set forth in this Section 4(a)(iv); **(**B) Euclid Avenue to Salt Creek Lane shall be used as the primary ingress and egress for site construction traffic for Lot 1B, Lot 3A and Lot 5A; and (C) Rohlwing Road shall be used as the primary ingress and egress for site construction traffic for site construction traffic for Lot 4B, Lot 4C, and Future Lot 6 (as defined herein), unless in each case safety conditions warrant otherwise, provided that construction vehicles for the construction of the initial improvements on Lot 4B must use the south curb cut on Rohlwing Road and the Outlot 1C-1 Temporary Construction Easement if permitted by the PUD and Applicable Laws. Notwithstanding anything to the contrary contained herein, no heavy construction equipment, or trucks in excess of twenty-six (26) feet, may traverse on and over the that portion of Outlot 1C over the Lot 1B Parking Garage as shown on the areas depicted on **Exhibit K** attached hereto and made a part hereof.

(v) Each Constructing Party shall at all times take any and all safety measures reasonably required to protect the Association and the other Lot Owners and their Permittees from injury or damage caused by or resulting from the performance of such Constructing Party's construction, and the Constructing Party shall indemnify, hold harmless and defend the Association and the other Lot Owners and their Permittees from and against all damages, claims, demands, suits, costs, losses, expenses, liabilities, liens and reasonable attorney fees, costs and expenses, arising from or in respect to the death, injury, loss or damage caused to any person or to the property of any person as shall occur by virtue of such Constructing Party's construction, except to the extent that such claims arise out of the negligence or willful misconduct of the indemnified party.

(vi) Each Constructing Party shall promptly repair or replace any and all damage to any other Owner's Lot, Outlot 1C, and/or any Common Utility Facilities which may be caused by or result from work performed by or for such Constructing

Party's to a condition equal to or better than the condition existing prior to such damage.

(vii) Each Constructing Party shall indemnify, defend and hold harmless the Association and all other Owners, as applicable, from and against any Liens relating to such construction performed by or on behalf of such Constructing Party, and shall remove, insure over or bond over any Liens against any portion of the Common Areas, including, without limitation, Outlot 1C, and/or any other Owner's Lot (to the reasonable satisfaction of the Association or such other Lot Owner (an "**Affected Party**" or "**Affected Lot Owner**")) within fifteen (15) days after the filing thereof. In the event such Lien is not removed, insured over or bonded over in accordance with this subsection, the Affected Party may take such action as the Affected Party may deem necessary to remove, insure over or bond over such Lien and shall be entitled to reimbursement from the Constructing Party for all reasonable, out-of-pocket costs and expenses incurred by the Affected Party in removing, insuring over or bonding over such Lien or attempting to do so. Notwithstanding the foregoing, the Constructing Party shall not be required to remove a Lien so long as: (A) the Constructing Party diligently proceeds in good faith to contest the same by appropriate proceedings, and gives written notice to the Affected Party of its intention to contest the validity or amount of such Lien; (B) contesting and not removing such Lien does not violate the terms of any agreement to which the Affected Party is a party; and (C) within such fifteen (15) day period, the Constructing Party shall deliver to the Affected Party either: (1) cash or a surety bond from a responsible surety company reasonably acceptable to the Affected Party in an aggregate amount equal to one hundred fifty percent (150%) of the lien claim and all interest and penalties then accrued thereon, or such greater amount as may reasonably be required to assure payment in full of the amount claimed, plus all penalties, interest and costs which may thereafter accrue by reason of such Lien claim or (2) other security acceptable to the Affected Party in its reasonable discretion.

(viii) In connection with work performed by the Association or a Lot Owner or Permittee, incidental temporary encroachment of such work upon Outlot 1C by a Lot Owner or upon a Lot by the Association shall be permitted if such encroachment does not interfere with, impede or restrict the use of Outlot 1C, or such Lot, as applicable, and if such work is expeditiously pursued at all times until completion.

(b) **Barriers and Traffic Control**. Subject to Section 4(a), the PUD, and, if required, the Village, each Lot Owner may construct and install, and shall thereafter maintain on their respective Lots, traffic controls (including, but not limited to, traffic islands, curbing, traffic signals, signage and pavement markings) of such types and at such locations as each Lot Owner may reasonably determine to be necessary or advisable in order to guide and control the orderly flow of traffic and attempt to prevent or remedy unsafe conditions on each Owner's respective Lot, provided there must always be openings and access between the Lots to permit joint use of the Parking Lots in accordance with the Parking Lot Easement provisions of Sections 3(a) and 3(b). Notwithstanding

anything to the contrary contained herein, in no event: i) shall any Lot Owner install any Barriers and Traffic Control on any Access Drives except for temporary construction of or improvements to an Access Drive (for example the connection between Lot 2A and Salt Creek Lane to be constructed); and ii) shall any Lot Owner or its Permittees be permitted to construct parking signs or other barriers to segregate parking on its Lot from the remainder of the Development, except with respect to the Lot 1B Parking Garage, the Lot 3A Parking Lot, the Lot 5A Parking Garage, and the Future Lot 6 as approved by the Village.

(c) **Driveways to Outlot 1C**. No Lot Owner or Permittee may perform any construction on Outlot 1C or make any change to the driveways or curb cuts existing on Outlot 1C, or adjacent rights of way as depicted on **Exhibit B** without the written consent of the Association and, if required, the Village or Cook County DOT.

(d) **Major Modifications**. The plans for any Building, structure, Common Areas, or Common Area Improvements that are considered by the Village or, in its reasonable discretion, the Association, to be a Major Modification to the PUD, shall require the written consent of a Super Majority of the Owners. A plan that reduces the height, density, or parking requirements of a Building, structure, Common Area, or Common Area Improvement, to the extent permitted under the PUD (so that an amendment or modification to the PUD is not required), shall not be deemed a Major Modification to the PUD, unless such plan is considered by the Village to be a Major Modification to the PUD.

(e) **Parking Located in Outlot 1C**. Any future on-street parking installed in Outlot 1C as required by the Village shall be constructed by the Affected Lot Owner and the Association shall have the obligation to maintain and repair said parallel parking once constructed and approved by the Village.

(f) **Right Hand Turn Lane on Rohlwing Road**. Any right-hand turn lane from southbound Rohlwing Road onto westbound Euclid Ave, if approved by the Village and the Village of Rolling Meadows after a traffic warrant analysis requires it, shall be borne by the Association as an Association Cost and shall be an assessment against all Lot Owners.

5. **Maintenance and Operation**. The Association and the Lot Owners shall maintain, repair, replace and otherwise operate the Development in accordance with this Section 5. The minimum standard of maintenance, repairs, replacements and operations set forth in this Section 5 will be the standard of maintenance in other first-class mixed-use developments of comparable size within the Chicago metropolitan area and, without limitation, includes the following:

(a) **Maintenance and Operation by Owners**.

(i) Except as otherwise set forth herein, each Lot Owner shall, at its sole cost and expense, maintain, repair, replace, light, clean, insure, promptly remove snow and ice, operate, pay Taxes on, and keep available its Lot and all improvements on its Lot, including, without limitation, sidewalks and Separate Utility Facilities serving only such Owner's Lot and installing and maintaining the

landscaping on each Owner's Lot as depicted in the Village approved final landscape plan for such Lot, and keep the same in a good and safe condition, adequate for their intended uses in compliance with all Applicable Laws, ordinances, regulations and requirements, including, but not limited to, the requirements of this Declaration. Notwithstanding the foregoing, if the Lot 1B Owner has advanced payment for any Taxes on Outlot 1C prior to the Effective Date each Lot Owner will be required to pay its Cost Share of tax payments upon receipt of a written request therefor and a reasonably detailed explanation of such costs from the Lot 1B Owner. For avoidance of doubt, the Lot 4C Owner shall maintain any recreation and/or plaza area located on Lot 4C at its sole cost and expense.

(ii) If separate Utility Facilities located on a Lot exclusively serve a Lot owned by another Owner, such other Lot Owner shall maintain, repair and replace such separate Utility Facilities. If an Affected Lot Owner (the "**Repairing Owner**") reasonably determines it to be necessary to enter onto another Lot to maintain, repair or replace a separate Utility Facility which exclusively serves the Lot owned by the Repairing Owner, the Repairing Owner shall give such the Affected Lot Owner not less than sixty (60) days prior written notice, which notice shall include the Repairing Owner's plan for such maintenance, repair and/or replacement and such plan shall be subject to the Affected Lot Owner's approval, not be unreasonably withheld, delayed or conditioned. The Repairing Owner shall complete any maintenance, repairs or replacements in accordance with Section 4(a), hereof and shall eliminate any interference with any other Lot Owner or Permittee, including, without limitation, by providing alternate access between the Lots, and Outlot 1C, if applicable. Any relocation of Utility Facilities pursuant to this Section 3(c)(ii) shall not disturb, diminish or reduce the capacity, usefulness or functionality of the utility service to any Lot and shall be performed in accordance with Section 4(a) hereof, including, without limitation, in accordance with the PUD and all Applicable Laws and, if required, with the approval of the Village. All costs of relocating any Utility Facility shall be paid 100% by the Lot Owner undertaking such relocation including any business interruption costs associated with such relocation.

(b) **Maintenance and Operation of Lot 1B Parking Garage and Lot 1B Garage Ramp**. Notwithstanding anything to the contrary contained herein, at its sole cost and expense, the Lot 1B Owner shall maintain, repair, replace, light, clean, insure, pay Taxes on and remove snow and ice (to the extent applicable), and operate the Lot 1B Parking Garage and the Lot 1B Garage Ramp and shall be solely responsible for access between the Outlot 1C and the Lot 1B Parking Garage and Lot 1B Garage Ramp. No Owner, other than the Lot 1B Owner, shall be allowed access to the Lot 1B Parking Garage or the Lot 1B Garage Ramps for vehicular access or the parking of vehicles. The Lot 1B Owner shall solely be responsible for all repairs, maintenance or other improvements of and to the Lot 1B Parking Garage and the Lot 1B Garage Ramp. For avoidance of doubt, the costs and expenses the Lot 1B Owner incurs in connection with performing its obligations under this Section 5(b) shall not be Association Costs.

(c) **Association's Maintenance and Operation Responsibilities**.

(i) The Association shall maintain, repair, replace, light, clean, promptly remove snow and ice from, operate, insure, pay applicable Taxes on, and keep available for use, as applicable: (A) the Common Area (including Outlot 1C, but excluding the Lot 1B Garage Ramp); (B) the Common Area Improvements (including Outlot 1C, but excluding the Lot 1B Garage Ramp); and (C) the Traffic Signal (after construction thereof by the Lot 4C Owner, at its sole cost and expense), and shall keep the same in a good and safe condition adequate for their intended uses, in compliance with all Applicable Laws. Notwithstanding the foregoing, if the Association or any Lot Owner has advanced payment for any of costs set forth in (A) and (B) above prior to the Effective Date, each Lot Owner will be required to pay its Cost Share of such costs upon receipt of a written request therefor and a reasonably detailed explanation of such costs from the Association or any Lot Owner.

(ii) The Association shall: (A) install and maintain the landscaping in the Common Areas of the Development as depicted in the Landscape Plan, such obligation including the maintenance of the landscaping on Outlot 1C (but the Association shall not be responsible for any other landscaping within the Development); and (B) maintain any landscaping installed in the portion of the median immediately south of the Development in Euclid Avenue if such median is approved by Cook County DOT and all governmental authorities and other parties with authority over Euclid Ave and such median. For clarity sake, if any governmental bodies require improvements to Euclid Avenue as a result of the development of nearby properties (not including the Development), that render construction of said medians as infeasible (which shall be at the discretion of the Village) then the obligations of the Development for the consideration of installing medians shall be terminated.

(iii) The Association shall cause the roadways in Outlot 1C to be lit from dusk until dawn, or as otherwise required by Applicable Laws.

(iv) The Association shall be responsible for and pay for any water loss between the three master meters for the Development and any Submeters within the Development which shall be billed as Association Costs.

(v) The Association shall coordinate the final design and construction of any future pavilion located on Outlot 1C with the future plaza design on Lot 4C and the Association shall maintain the pavilion area once constructed.

6. **Association Costs**.

(a) **Cost Share**. Each Lot Owner shall pay its Cost Share of all reasonable, out-of-pocket costs and expenses incurred by the Association in satisfying its obligations under Section 5(c)(i)-(iv) (the "**Association Costs**"). The foregoing notwithstanding, extraordinary Association Costs that are incurred by the Association out of the ordinary

course of business, including, but not limited to, costs of major roadway, lighting or landscaping repairs and improvements, capital expenditures, and insurance loss deductibles, shall be allocated and paid by each Lot Owner as set forth on **Exhibit D**, attached hereto and made a part hereof. In addition, if the Association or any Lot Owner has advanced payment for any Association Costs prior to the Effective Date, each Lot Owner will be required to pay its Cost Share of such Association Costs upon receipt of a written request therefor and a reasonably detailed explanation of such costs from the Association or any Lot Owner.

(b) **Annual Budget**. On or before December 1st of each year, the Board shall prepare and distribute to each Lot Owner a budget for the Association for the ensuing calendar year which shall include estimated cash expenditures and reasonable amounts as a reserve to fund the Association's obligations hereunder, and for such other contingencies as the Board may deem proper (the "**Annual Budget**"), with reasonable itemization thereof. When the first Board takes office, it shall prepare a budget for the period commencing on the first day of the month prior to the date on which the first Board took office and ending on December 31st of the year in which the first Board took office. The Annual Budget shall also take into account any estimated and received income for the year, if any, that has been or may be received by the Association. As soon as reasonably feasible after the end of each calendar year, the Association shall prepare and deliver to each Lot Owner a statement (the "**Annual Statement**") showing the actual Association Costs and Owner's actual Cost Share thereof. Within thirty (30) days after its receipt of the aforementioned statement, then (i) if the actual Association Costs exceed the applicable Annual Budget, each Lot Owner shall pay to the Association the difference, or (ii) if the actual Association Costs are less than the applicable Annual Budget, the Association shall credit the difference against the next payments by the Lot Owners of their Cost Share of Association Costs.

(c) **Itemized Invoices**. Not less than fifteen (15) days after to the start of a new calendar quarter, the Association shall submit itemized invoices to the Lot Owners on a quarterly basis of each Owner's Cost Share of estimated Association Costs, which invoices shall be paid within thirty (30) days after receipt. Any Lot Owner may, within ninety (90) days after the end of each calendar year, by written notice to the Association, elect to review, at that Lot Owner's expense, invoices and other documentation of the Association Costs and the estimates thereof. Any Lot Owner shall have ninety (90) days from the date of its notice to the Association within which to review such invoices and documentation to object in writing to any discrepancies and provide the Association with reasonably detailed documentation thereof. The Association and such Lot Owner shall have thirty (30) days within which to resolve such objection before resorting to any remedy hereunder. If a Lot Owner proves that the Association Costs it paid were not in accordance with this Declaration, including, without limitation, payment for items that are not Association Costs or payment of more than its Cost Share of an Association Cost, then the Association shall credit such amount against the Lot Owner's next monthly payment(s) of such Lot Owner's Cost Share of Association Costs. Notwithstanding the foregoing, each Lot Owner shall remain obligated to pay the amount when due under the invoices, subject to the right to review and object after the payment has been paid as set forth herein.

(d) **Delinquent Payments**. Any amount owed by a Lot Owner (a "**Delinquent Lot Owner**") to the Association pursuant to this Declaration which is not paid when due and remains unpaid thirty (30) days after written notice thereof from the Association to the Delinquent Lot Owner (the "**Delinquent Payment**") shall: (i) bear interest at the lesser of (A) the prime rate per annum charged by Bank of America (or its successor) plus five percent (5%), and (B) the maximum rate of interest allowed by law (the "**Default Rate**") from the expiration of such thirty (30) day period until the Delinquent Payment and any accrued interest has been paid in full; and (ii) together with any accrued interest, constitute a lien against the Lot owned by the Delinquent Lot Owner (the "**Delinquent Payment Lien**"). The Association may secure and collect any Delinquent Payment and any accrued interest thereon by any action or remedy available at law or in equity and may impose and foreclose a Delinquent Payment Lien in accordance with Applicable Laws. The Delinquent Lot Owner shall be liable to the Association for all reasonable, out-of-pocket costs and expenses, including, without limitation, reasonable, out-of-pocket attorneys' fees, costs and expenses, incurred by the Association in connection with: (A) securing and collecting the Delinquent Payment and any accrued interest thereon; (B) imposing and foreclosing the Delinquent Payment Lien; and (C) exercising or obtaining any other remedy hereunder with respect to the delinquency (including without limitation, reasonable attorney's fees and court costs). The foregoing shall not be deemed to limit any other remedies the Association may have at law or in equity.

7. **Uses**.

(a) **Permitted Uses**. No part of the Development shall be used for other than the purposes set forth in the PUD. Any modifications or major amendments to the PUD will require the written consent of the Association and a Super Majority of the Lot Owners. Notwithstanding anything to the contrary set forth herein, no Lot Owner shall use its Lot for any use other than the permitted uses set forth in the PUD.

(b) **Prohibited Uses**. No use shall be permitted within the Development, which is inconsistent with the operation of a high quality mixed-use commercial and residential development. Without limiting the generality of the foregoing, the following uses shall not be permitted:

(i) Any operation primarily used as a storage or warehouse operation or for industrial purposes, including any assembling, manufacturing, refining, smelting, agricultural or mining operation;

(ii) Any "second hand" store, "surplus" store or "flea market", provided that this shall not be deemed to prohibit a bona fide antique store;

(iii) Any mobile home park, trailer court, junkyard or stockyard, except that this shall not prohibit the temporary use of construction trailers during periods of construction or reconstruction;

(iv) Any dumping, disposing, incineration or reduction of garbage, provided that this shall not prohibit garbage compactors or receptacles, or other

disposal methods typically used in a hotel, commercial or residential Building, which otherwise comply with the requirements of this Declaration;

(v) Any fire sale, bankruptcy sale (unless pursuant to a court order) or auction house operation;

(vi) Any dry-cleaning plant (except drop-off businesses with off-site cleaning facilities shall not be prohibited);

(vii) Any automotive body shop, maintenance or repair facility or car wash;

(viii) Any animal boarding, breeding or raising facility;

(ix) Any mortuary or funeral home;

(x) Any adult book or adult video store or any other establishment selling or exhibiting explicit sexual materials: or

(xi) Any use prohibited by the PUD.

(c) **Outside Sales**. No merchandise, equipment or services, including, but not limited to, vending machines, promotional devices and similar items, shall be displayed, offered for sale or lease or stored outside of the Buildings; provided, however, that the foregoing prohibition shall not be applicable to automated teller machines and outdoor restaurant seating, music and entertainment on Lots 4B and 4C, subject to reasonable rules and regulations promulgated by the Association, and provided that such uses do not interfere with the free movement of vehicular or pedestrian traffic within the Development, and compliance with all applicable legal requirements.

(d) **Right to Trade Names**. Except with the express, written consent of the Association, the name "Arlington Downs" shall not be used to identify any Owner, Permittee or any business or trade conducted within the Development; provided, however, the Lot Owners may use the name "Arlington Downs" to describe the location of the businesses operated on their Lots. The Association may use the Arlington Downs trade name.

(e) **Parking**. Valet parking shall be permitted only with the approval of and in areas designated by the Lot Owners of the Lot where the valet parking is to be located. Each Lot Owner shall use reasonable efforts to cause the employees of the occupants of its Lot to park their vehicles on the Parking Lot located on their Lot, and, if so designated by the Lot Owner, within employee parking areas that may be designated by the Lot Owner from time to time. The Lot Owner of a Parking Lot may require certain parking designations as may be required by the PUD, including, by way of example and without limitation, the following: employees with disabilities may park in handicap or accessible designated parking stalls so long as vehicles display appropriate placards; bus loading/unloading or parking areas may be designated or restricted to certain areas; and areas may be reserved for mass transit shuttle stops and loading or unloading areas as

approved by the Association.

(f) **Future Declaration**. One or more Lot Owners may enter into future covenants, conditions and restrictions agreements ("**Future Declarations**") establishing rights, restrictions, exclusives, duties and obligations with any other Lot Owner so long as such Future Declarations: (i) are only binding on the Lots owned by such Owners; (ii) do not bind any other Lots or the Common Area, or the Association; (iii) do not modify, amend, override, or violate the terms and conditions of this Declaration, the Bylaws, the enabling ordinances of the PUD, or Applicable Laws; and (iv) are subject and subordinate to all of the terms, covenants and conditions of this Declaration.

8. **Environmental Matters**.

(a) **Hazardous Materials**. No Lot Owner or the Association shall keep, stock, use or permit the use or sale of Hazardous Materials on the Development or in, on or from its Lot, except: (i) inventory held for sale to the public by a retail business which is packaged and labeled in conformity with all Environmental Laws and constitutes an incidental part of such retail business; (ii) substances customarily and incidentally used, in compliance with applicable Environmental Laws, for household purposes (in the case of residential use) or in the normal course of retail, office, recreational complex, restaurant or hotel operations (in the case of commercial uses); and (iii) substances which are commonly used in connection with the maintenance of real property and are used in accordance with all applicable Environmental Laws. Each Lot Owner shall indemnify, protect, defend and hold harmless the Association, the other Lot Owners and their Permittees for, from and against all claims, suits, actions, demands, costs, damages and losses of any kind, including but not limited to costs of investigation, litigation and remedial response, arising out of any Hazardous Material located, used or discharged by such Lot Owner in violation of this Section.

(b) **Defined Terms**.

(i) The term "**Environmental Laws**" shall mean any federal, state or local law, statute, ordinance, order, decree, code, directive, regulation, or the like, as well as under common law, any judicial or administrative orders, decrees or judgments thereunder, and any permits, approvals, licenses, registrations, filings and authorizations, in each case whether now or hereafter in effect, pertaining to pollution, protection or cleanup of the environment, health, industrial hygiene or the environmental conditions on, under or about the Development, including, but not limited to, the following, as now or hereafter amended: Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9601 et seq.; Resource, Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. as amended by the Superfund Amendments and Reauthorization Act of 1986, Pub. L. 99-499, 100 Stat. 1613; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; Emergency Planning and Community Right to Know Act of 1986, 42 U.S.C. § 11001 et seq.; Clean Water Act, 33 U.S.C. § 1251 et seq.; Clean Air Act, 42 U.S.C. § 7401 et seq.; Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; any corresponding state laws or ordinances and regulations, rules,

guidelines or standards promulgated pursuant to such laws, statutes and regulations, as such statutes, regulations, rules, guidelines and standards are amended from time to time.

(ii) The term "**Hazardous Materials**" means any substance, product, waste or other material (whether solid, liquid or gas) which is or becomes listed, regulated or addressed as being a toxic, hazardous, polluting or similarly harmful substance under any Environmental Law.

9. **Remedies**.

(a) **General**. Any remedies of the Association and any Lot Owner specifically provided for in this Declaration shall not constitute the sole remedies of the Association or such Owner, but, in addition, the Association and each Lot Owner shall be entitled to exercise any and all other remedies available at law or in equity, including the right to seek to restrain by injunction any violation or threatened violation by the Association or any other Lot Owner of any of the terms, covenants or conditions of this Declaration and by degree to compel performance of any such terms, covenants and conditions.

(b) **Self-Help Rights**. If any Lot Owner or the Association shall fail to perform, satisfy or comply with any of the provisions, covenants and conditions imposed upon a Lot or the Lot Owner thereof or the Association by this Declaration (including, without limitation, maintaining such Lot Owner's Lot or Outlot 1C in accordance with this Declaration) (each, a "**Defaulting Party**"), then the Association or any other Lot Owner (a "**Curing Party**") shall have the right, upon thirty (30) days prior written notice to the Defaulting Party, to proceed to make such payment or take such action as shall be necessary to cure such default, all in the name of and for the account of the Defaulting Party, provided that: (i) if such default cannot reasonably be cured within such thirty (30) day period and the Defaulting Party commences and thereafter diligently prosecutes the curing of such default to completion, the Defaulting Party shall have such additional period of time as is reasonably necessary to cure such default; and (ii) in the event of emergency, the only notice required shall be notice that is reasonable, based upon the facts and circumstances. If a Curing Party cures a default by a Defaulting Party in accordance with this Section 9(b), the Defaulting Party shall, within thirty (30) days after demand, reimburse the Curing Party for all reasonable, out-of-pocket costs and expenses, including reasonable attorney's fees, incurred by the Curing Party plus interest at the Default Rate from the date such costs and expenses were incurred by the Curing Party through the date of payment by the Defaulting Party. A Curing Party shall have the same rights as the Association with respect to a Delinquent Payment as set forth in Section 6(d) of this Declaration, including, without limitation, the lien and foreclosure rights.

10. **Casualty**.

(a) **Casualty on a Lot**. If any of the improvements located on a Lot are damaged or destroyed by fire or other cause, the Lot Owner of such Lot shall either: (i) remove the damaged improvements (or that portion thereof that such Lot Owner has elected not to repair, restore or rebuild), clean and landscape and/or pave the Lot within one

hundred and twenty (120) days after such loss or casualty; or (ii) cause the improvements so damaged or destroyed to be repaired, restored, replaced or rebuilt and ready for occupancy as soon as reasonably possible, but in no event longer than twelve (12) months after such loss or casualty regardless of any insurance disputes and subject in each case to delays caused by the inability to obtain permits or other force majeure delays.

(b) **Other Casualties**. If any portion of Outlot 1C, the Development Signs, or the Traffic Signal is damaged or destroyed by fire or other cause, the Association shall promptly cause the improvements so damaged or destroyed to be repaired, restored, replaced or rebuilt as soon as reasonably possible, subject to amounts available in the Association's budget and insurance proceeds available, and to delays caused by the inability to obtain permits, insurance proceeds, or other force majeure delays.

(c) **Repair Standards**. Repair or reconstruction work, once commenced under this Section 10, shall be carried through continuously to completion, subject to delays due to force majeure, and shall comply with the requirements of Section 4 of this Declaration as well as any requirements imposed by the Village pursuant to the terms of the PUD and any applicable ordinance.

11. **Insurance Coverages**.

(a) **Liability Insurance.** Each Lot Owner shall, at all times, at its sole cost and expense, maintain, or cause to be maintained, Commercial General Liability Insurance, which includes premises/operations, contractual liability, personal/advertising injury, broad-form property damage, independent contractors, underground explosion and collapse, and products/completed operations coverages, against claims for personal injury or death and property damage occasioned by an incident occurring upon, in or about that Lot constituting a portion of the Development owned by such Owner. Such insurance in each case shall have a minimum limit of not less than $2,000,000 per occurrence, which limits may be obtained through a combination of primary and umbrella or Excess Policies. Such insurance carried by each Lot Owner and the Association shall (i) name as additional insureds thereunder all other Lot Owners (to the extent the Lot Owner is given the name of the other Owners) and the Association, and their respective agents, employees, shareholders, officers, directors and members; (ii) provide that it is non-cancelable without at least thirty (30) days prior written notice to the insured and additional insureds, and (iii) be written as an "occurrence" policy and not as a "claims made" policy. The insurance shall be issued by an insurer having an A.M. Best rating of not less than "A-". Each Lot Owner shall furnish the Association with certificates evidencing such insurance immediately upon request.

(b) **Insurance Requirements for Contractors and Subcontractors**. Prior to commencing construction, repair or replacement of any improvements within the Development, a Constructing Party shall procure and maintain, or cause its contractor(s) and subcontractor(s) to procure and maintain, in full force and effect, at all times during the course of their work in, on or about the Development, the following insurance coverages:

(i) Workers' Compensation insurance as required by the Illinois Workers' Compensation Act.

(ii) Commercial General Liability insurance, written on an ISO Form published no earlier than 1998, including coverages for premises/operations (to be maintained no less than two (2) years following completion of the work), underground explosion, collapse hazard, completed operations, contractual liability and "broad form" property damage, in the amounts of Two Million and 00/100 Dollars ($2,000,000.00) per person and per occurrence for incidents of bodily injury, death and/or property damage.

(iii) Commercial Automobile Liability insurance, including coverages for owned, non-owned and hired vehicles, in the amount of One Million and 00/100 Dollars ($1,000,000.00) per occurrence.

(iv) Builder's Risk Insurance in an amount sufficient to provide for the actual replacement cost for any losses incurred during construction.

The Association and each Lot Owner and its respective agents, employees, shareholders, Affiliates, directors and members shall be named as an additional insured with each policy of contractor insurance to the extent this information is provided.

12. **Indemnities**. The Association (with respect to Outlot 1C) and each Lot Owner shall defend, indemnify and save harmless the Association and each other Lot Owner and its Permittees and theirs parent, subsidiary and affiliated companies, their respective directors, officers, shareholders, partners, and members, employees, customers, residents, guests and invitees from and against any damage, cost, expense, losses, liability, liens, or claim thereof (including reasonable attorney fees) provided that such damage, cost, expense, liability or claim is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction or tangible damage to, property arising out of any negligent or wrongful act or omission to act by the indemnifying Lot Owner or the Association, its agents, employees, tenants, licensees or contractors, except to the extent that such claims arise out of the negligence or willful misconduct of the indemnified party.

13. **Covenants Running With the Land**. Except as otherwise specifically provided herein, the rights and interests granted and the covenants, agreements, obligations and liabilities contained in this Declaration shall be rights, interests, covenants, agreements, obligations and liabilities running with the land and shall inure to the benefit of, and be binding upon, the Association and the Lot Owners and their respective successors and assigns, owning all or any portion of a Lot and all persons or entities claiming under them. If any Lot is hereafter divided into two (2) or more separate Lots by separation of ownership, ground lease, replatting or otherwise, then all of the resulting Lots shall enjoy and be subject to the benefits and burdens of the easements, grants, rights and responsibilities granted or reserved hereunder. The replatting of any Lot shall be in full compliance with all Applicable Laws.

14. **Term of Declaration**. This Declaration shall continue in full force and effect for fifty (50) years from and after the date of this Declaration as set forth above and shall thereafter

automatically be extended and renewed for successive periods of ten (10) years each, unless a Supermajority of the Lot Owners gives the other Lot Owners written notice not less than one (1) year prior to the expiration of the initial fifty (50) year term or any ten (10) year renewal thereof, as is applicable, that such Lot Owners elect that this Declaration not be extended and renewed beyond the then current initial term or renewal period. Notwithstanding anything to the contrary contained herein, any such election not to renew or termination shall not cause the termination of or otherwise impact those easements granted herein which are perpetual, the restriction as to use, and those provisions relating to the maintenance, repair, replacement and operation of the improvements provided herein and the reimbursement of the costs associated therewith and any other easements provided in this Declaration, which easements and provisions are specified as being perpetual or as continuing beyond the term of this Declaration and shall continue in force and effect. The termination of this Declaration shall not limit or affect any remedy at law or in equity that a Lot Owner or the Association may have against any other Lot Owner or the Association or any remedy at law or in equity that the Village may have against any and all Lot Owners or the Association with respect to any liability arising under the terms and conditions of this Declaration.

15. **Amendment**. This Declaration may be modified or amended, in whole or in part, only with the written consent of the Association and the Lot Owners whose Lots are materially or adversely affected by the amendment or modification of this Declaration, executed and acknowledged by all said parties, duly recorded in Cook County, Illinois. It is expressly understood and agreed that no modification or amendment, in whole or in part, shall require any consent or approval on the part of any Permittee, other than a fee owner and its mortgagee, if any, pursuant to a recorded mortgage. Notwithstanding the foregoing, this Declaration shall not be modified, amended or repealed with respect to any rights of the Village hereunder without the prior written consent of the Village.

16. **No Third Owner Beneficiary**. Except as otherwise specified herein, the provisions of this Declaration are for the exclusive benefit of the Association and the Owners, their successors and assigns, and not for the benefit of any third person or entity, nor shall this Declaration be deemed to have conferred any rights, express or implied, upon any third person or entity.

17. **Enforcement, Use and Rights of Public Authorities**. The Village, acting through its authorized officials and agents, has the right, but not the obligation, to enforce the covenants and other terms of this Declaration in the event any Lot Owner or the Association defaults under this Declaration beyond any applicable notice and/or cure period set forth herein. The Village or its duly authorized agents or representatives also have the right, but not the obligation, in the event any Lot Owner or the Association shall default under this Declaration beyond any applicable notice and/or cure period, and after the Village gives an additional ten (10) days' notice to the applicable Lot Owner(s) or the Association, as the case may be, to enter upon the Common Area, the Lots, or any part thereof to perform or cause to cure such default, including, if applicable, performing such maintenance and rehabilitation work as the Village determines, in its reasonable discretion, is necessary to cure such default. In the event the Village undertakes any enforcement action pursuant to this Section, it will have the right without the further consent of the Association, the Lot Owners, or any individual Lot Owner to charge against the individual Affected Lot Owner(s) or the Association, as the case may be, an amount sufficient to defray the

entire reasonable cost of such action or work. If the amount so charged is not paid within thirty (30) days following a demand to the applicable Lot Owner or to the Association in writing by the Village for such payment, such charge, together with interest at the default rate set forth herein and costs of collection, the Village shall have the right to record a lien upon the affected Lot(s) and/or the Common Area, and the Village will have the right to collect such charge, interest and costs and to enforce such lien in the same manner as provided herein for assessments and liens resulting from unpaid charges. The Village will be under no obligation to exercise the rights granted in this Section, except as it determines to be in the best interests of the Village. No failure to exercise any right herein granted to the Village is to be construed as a waiver of that or any other rights. Nothing in this Section 17 or this Declaration is to be construed to constitute a dedication of any portion of the Common Area or any Lot, or an acceptance thereof, by the Village.

18. **Notice**. Any notice, request, demand, approval or consent given or required to be given under this Declaration shall be in writing and sent by certified mail or by national overnight courier service which provides written confirmation of delivery, and shall be deemed to have been given three (3) days after the date upon which the notice is deposited for mailing in a United States Post Office or mail receptacle with proper postage affixed in the case of certified mail, and one (1) business day after the date upon which the notice is deposited with a national overnight courier service for guaranteed next business day delivery with all fees and charges prepaid, and mailed/sent to the addresses set forth below, or at the last changed address given by such Lot Owner as herein provided:

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| Association:<br>(Outlot 1C and<br>Lot 1D Owner) | Arlington Downs Master Association, Inc.<br>c/o Stoneleigh Companies, LLC<br>760 W. Main Street, Suite 140<br>Barrington, IL 60010<br>Attn: President |
| Lot 1B Owner: | Arlington Downs Residential, LLC<br>c/o Stoneleigh Companies, LLC<br>760 W. Main Street, Suite 140<br>Barrington, Illinois 60010<br>Attention: President |
| Copy to: | Springbank Capital Advisors, LLC<br>448 North LaSalle Drive<br>Floor 2<br>Chicago, IL 60654<br>Attention: John Diedrich and Jim Reiland |
| Lot 2A-1 Owner: | STORE Master Funding XVI, LLC<br>8377 E. Hartford Drive, Suite 100<br>Scottsdale, Arizona 85255<br>Attention: Asset Management |

| | |
|---|---|
| Lot 2A-2 Owner:<br>And Lot 16 Owner: | SB ADR IV Property Owner, LLC,<br>c/o Springbank Capital Advisors, LLC<br>448 North LaSalle Drive, Floor 2<br>Chicago, IL 60654<br>Attention: John Diedrich and Jim Reiland |
| Lot 3A Owner: | Arlington Downs Residential II, LLC<br>c/o Springbank Capital Advisors, LLC<br>448 North LaSalle Drive, Floor 2<br>Chicago, IL 60654<br>Attention: John Diedrich and Jim Reiland |
| Lot 4B Owner: | AD Hotel LLC<br>c/o Aurora Sports Ventures LLC<br>8700 West Bryn Mawr Avenue, Suite 810 North<br>Chicago, Illinois 60631<br>Attention: Jeffrey W. Krol |
| Lot 4C Owner: | CIMA Developers, LP,<br>30W180 Butterfield Rd,<br>Warrenville, Illinois 60555<br>Attention: Daniel Soltis |
| Lot 5A Owner: | SB 3401 Payton Place LLC<br>c/o Springbank Capital Advisors, LLC<br>448 North LaSalle Drive<br>Floor 2<br>Chicago, IL 60654<br>Attention: John Diedrich and Jim Reiland |
| Village: | Village of Arlington Heights<br>33 S. Arlington Heights Road<br>Arlington Heights, IL 60005<br>Attention: Director of Planning |
| With a copy to: | Village of Arlington Heights<br>33 S. Arlington Heights Road<br>Arlington Heights, IL 60005<br>Attention: Legal Department |

Any Lot Owner may, at any time, change its notice address and/or add additional Lot Owners for purposes of delivery of notices by mailing, as provided above, at least ten (10) days before the effective date of such change, a written notice to the Association stating the change and setting forth the new address. If any such notice requires any action or response by the recipient or involves any consent or approval solicited from the recipient, such fact shall be clearly stated in such notice.

19. **Captions**. The captions of the sections and subsections of this Declaration are for convenience only and shall not be considered nor referred to in resolving questions of interpretation and construction.

20. **Governing Laws**. This Declaration shall be construed in accordance with the laws of the State of Illinois and any applicable federal laws and regulations.

21. **No Partnership**. Neither anything in this Declaration contained nor any acts of the Association or the Lot Owners shall be deemed or construed by the Association or the Lot Owners, or any of them, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture between the Association and any Lot Owners or between any of the Lot Owners or any parties to this Declaration.

22. **Not a Public Dedication**. Except as otherwise specified herein, nothing herein contained shall be deemed to be a gift or dedication of any portion of the Development to the general public or for the general public or for any public purpose whatsoever.

23. **Severability**. If any term, provision or condition contained in this Declaration shall, to any extent, be invalid or unenforceable, the remainder of this Declaration (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision and condition of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

24. **Waiver of Default**. No waiver of any default by the Association or any Lot Owner to this Declaration shall be implied from any omission by the Association or any other Lot Owner to take any action in respect of such default if such default continues or is repeated. No express waiver of any default shall affect any default or cover any period of time other than the default and period of time specified in such express waiver. One or more waivers of any default in the performance of any term, provision or covenant contained in this Declaration shall not be deemed to be a waiver of any subsequent default in the performance of the same term, provision or covenant or any other term, provision or covenant contained in this Declaration. The consent or approval by the Association or any Lot Owner to or of any act or request by any other Lot Owner requiring consent or approval shall not be deemed to waive or render unnecessary the consent to or approval of any subsequent similar acts or requests. The rights and remedies given to the Association or any Lot Owner shall be deemed to be cumulative and no one of such rights and remedies shall be exclusive of any of the others, or of any other right or remedy at law or in equity which the Association or any such Lot Owner might otherwise have by virtue of a default under this Declaration, and the exercise of one such right or remedy by the Association or any such Lot Owner shall not impair the Association's or such Lot Owner's standing to exercise any other right or remedy.

25. **Counterparts**. This Declaration may be executed in two or more counterparts, each of which shall be deemed an original.

26. **Approvals**. Wherever an approval is required under this Declaration, the approval will not be unreasonably withheld, or delayed, unless otherwise provided under this Declaration.

27. **Additional Agreements Regarding Owners**.

(a) **Limited Liability**. Except as specifically provided below, there shall be absolutely no corporate or personal liability of persons, firms, corporations, limited liability companies or entities who constitute a Lot Owner hereto or the Association, including, but not limited to officers, directors, managers, employees or agents of a Lot Owner hereto or the Association with respect to any of the terms, covenants, conditions, and provisions of this Declaration. In the event of default by a Defaulting Party, the Lot Owner who seeks recovery from the Defaulting Party shall look solely to the interest of such Defaulting Party in the Development and the proceeds its receives therefrom and the reserves of the Association and to the proceeds of insurance obtained by the Lot Owner or the Association for the satisfaction of each and every remedy of the Defaulting Party; provided, however, that the foregoing shall not in any way impair, limit or prejudice the other rights of any Lot Owner.

(b) **Liability Period.** Each Lot Owner shall be liable for the performance of all covenants, obligations and undertakings herein set forth with respect to the portion of the Development so owned by it which accrues during the period of such ownership. Such liability shall continue with respect to any portion transferred until the notice of transfer set forth below is given, at which time the transferring Owner's liability as set forth in this Declaration for such covenants, obligations and undertakings accruing after the date of the transfer with respect to the portion so conveyed shall terminate. The transferee Lot Owner shall automatically become liable for all such obligations arising after compliance with the notice requirement. A Lot Owner transferring all or any portion of its interest in a Lot or the Development shall give prompt notice to the Association of such transfer and shall include therein at least the following information: (i) the name and address of the new Owner; and (ii) a copy of the legal description of the portion of the Development conveyed.

28. **Priority; Mortgagee Protection**.

(a) **Priority**. This Declaration and the rights, easements, covenants and agreements contained herein shall remain prior and superior to any lien of any mortgage by any lender of any Lot Owner (each, a "**Mortgagee**").

(b) **No Mortgagee Liability**. No Mortgagee shall have any liability under this Declaration solely by virtue of its having a mortgage lien on any Lot.

(c) **Mortgagee Cure Rights**. A Mortgagee shall have the right, but no duty or obligation, to cure or correct a breach of this Declaration by the Lot Owner whose Lot secures such Lender Mortgage within any applicable cure period provided for such breach to such Owner.

29. **Attorneys' Fees**. In the event a Lot Owner or the Association institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing Lot Owner or the Association, if it prevails after a final adjudication, shall be entitled to recover

its reasonable attorneys' fees and costs incurred in the preparation and prosecution of such action or proceeding.

30. **Estoppel Certificates**. Within fifteen (15) days of its receipt of a written request from a Lot Owner, the Association shall from time to time provide the requesting Lot Owner a certificate binding upon the Association stating: (a) to the knowledge of the Association, whether any Lot Owner to this Declaration is in default or violation of this Declaration and if so identifying such default or violation; and (b) identifying any amendments to the Declaration as of the date of such certificate.

31. **Force Majeure**. For purposes of this Declaration, force majeure delays shall be delays caused by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, adverse weather conditions, riots, insurrection, any Federal or State governmental action that prohibits any Lot Owner or Occupant from using its Lot for the uses permitted under Section 7(a) of this Declaration or other non-economic reasons beyond the reasonable control of the Lot Owner or the Association. In no event will any party be excused from making any payment required under this Declaration on account of force majeure delays.

32. **Bankruptcy**. In the event of any bankruptcy affecting any Lot Owner or occupant of any Lot, the parties agree that this Declaration shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and cannot be rejected, in the whole or in part, by the bankrupt person or entity.

33. **Termination of Agreement Regarding Declaration**. Upon recording of this Declaration, that certain Agreement Regarding Declaration dated October 19, 2018 and recorded on October 22, 2018 as Document No. 1829506233 with the Cook County Recorder of Deeds shall be terminated by the Lot 5A Owner, deemed null and void, released of record, and shall be of no further legal or equitable force or effect.

34. **Creation of Future Lot 6**. The parties hereto acknowledge that it is the intent of the owner of Lot 2A-2 and the owner of Lot 16 in Arlington Park Office Center ("**Lot 16**") to create "Lot 6" ("**Future Lot 6**"), which shall consist of Lot 16 and Lot 2A-2, as depicted on **Exhibit L** attached hereto and made a part hereof. The current intended use of Future Lot 6 is for multi-family residential (the "**Lot 6 Intended Use**"). The Association and the Lot Owners hereby consent to an amendment to the PUD adding Future Lot 6 to and as a part of the Development for the Lot 6 Intended Use and agree to execute an amendment to the PUD and this Declaration creating Future Lot 6 and adding "Lot 6" as a Lot to the Development, provided that such PUD amendment shall be reasonably acceptable to the Association and the Lot Owners. Each Lot Owner shall use commercially reasonable efforts to obtain the consent and subordination of any mortgage encumbering such Lot Owner's Lot to such amendment. The Lot Owners of Lot 16 and Lot 2A-2 may use Future Lot 6 for the Lot 6 Intended Use, or such other purpose or use allowed by Applicable Law, and not prohibited by Section 7(b) of this Declaration; provided that if such purpose or use is the same principal purpose or use of any other Lot by any other Lot Owner, then the written consent of such Lot Owner will be required. At such time as Future Lot 6 is added to and becomes a part of the Development, all terms covenants and conditions set forth herein shall be applicable to, and bind the owner of said Lot 6, and its successors and assigns, and the "Cost

Share of Lot 2A-2" set forth on **Exhibit D** shall apply, and the Voting Share set forth on **Exhibit H** shall apply.

35. **Exhibits**. All exhibits referred to herein and attached hereto shall be deemed part of this Declaration. A list of the exhibits follows:

| | |
|---|---|
| Exhibit A-1: | Legal Description of Lot 1B |
| Exhibit A-2-A: | Legal Description of Lot 2A-1 |
| Exhibit A-2-B: | Legal Description of Lot 2A-2 |
| Exhibit A-3: | Legal Description of Lot 3A |
| Exhibit A-4: | Legal Description of Lot 4B |
| Exhibit A-5: | Legal Description of Lot 4C |
| Exhibit A-6: | Legal Description of Lot 5A |
| Exhibit A-7: | Legal Description of Outlot 1C |
| Exhibit A-8 | Legal Description of Lot 1D |
| Exhibit B: | Depiction of the Development |
| Exhibit C: | Bylaws of the Association |
| Exhibit D: | Cost Share |
| Exhibit E: | Copy of Landscape Plan |
| Exhibit F-1: | Legal Description of Lot 1B Parking Garage |
| Exhibit F-2: | Depiction of Lot 1B Garage Ramp |
| Exhibit G: | Depiction of Lot 1B Parking Lot |
| Exhibit H: | Voting Share |
| Exhibit I: | Location of Development Signs |
| Exhibit J-1: | Depiction of Outlot 1C-1 Temporary Construction Easement Area |
| Exhibit J-2: | Depiction of Outlot 1C-2 Temporary Construction Easement Area |
| Exhibit K: | Areas Restricted from Heavy Construction Traffic |
| Exhibit L: | Depiction of Future Lot 6 |

***[Signatures appear on the following pages]***

**IN WITNESS WHEREOF**, the parties hereto have executed this Declaration as of the date above first written.

**LOT 1B OWNER**

**ARLINGTON DOWNS RESIDENTIAL, LLC**,
a Delaware limited liability company

By: Arlington Downs Residential Mezz, LLC, an Illinois limited liability company, its sole member

By: Stoneleigh Manager SCAD, LLC, a Florida limited liability company, its manager

By: Stoneleigh Companies, LLC,
a Florida limited liability company,
its sole member and manager

By: _____
Name: Richard F. Cavenaugh
Its: President

STATE OF ILLINOIS )
) SS
COUNTY OF LAKE )

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Richard F. Cavenaugh, personally known to me to be the President of Stoneleigh Companies, LLC, a Florida limited liability company, the sole member and manager of Stoneleigh Manager SCAD, LLC, a Florida limited liability company, the manager of Arlington Downs Residential Mezz, LLC, an Illinois limited liability company, the sole member of ARLINGTON DOWNS RESIDENTIAL, LLC, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of the limited liability company for the uses and purposes therein set forth.

Given under my hand and official seal this ____ day of _____, 2023.

_____
Notary Public

**LOT 2A-1 OWNER**

**STORE MASTER FUNDING XVI, LLC**,
a Delaware limited liability company

By: _____
Name: _____
Its: _____

STATE OF ARIZONA )
) SS
COUNTY OF MARICOPA )

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the _____ of STORE Master Funding XVI, LLC, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, 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 the limited liability company for the uses and purposes therein set forth.

Given under my hand and official seal this ____ day of _____, 2023.

_____
Notary Public

**LOT 2A-2 OWNER**

**SB ADR IV PROPERTY OWNER, LLC,**
an Illinois limited liability company

By: _____
Name: _____
Its: Authorized Signatory

STATE OF ILLINOIS )
) SS
COUNTY OF _____ )

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the Authorized Signatory of SB ADR IV Property Owner, LLC, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of the limited liability company for the uses and purposes therein set forth.

Given under my hand and official seal this ____ day of _____, 2023.

_____
Notary Public

**LOT 3A OWNER**

**ARLINGTON DOWNS RESIDENTIAL II, LLC,**
an Illinois limited liability company

By: _____
Name: _____
Its: Authorized Signatory

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the Authorized Signatory of ARLINGTON DOWNS RESIDENTIAL II, LLC, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of the limited liability company for the uses and purposes therein set forth.

Given under my hand and official seal this ____ day of _____, 2023.

_____
Notary Public

**LOT 4B OWNER**

**AD HOTEL, LLC,**
a Delaware limited liability company

By: _____
Jeffrey W. Krol, Co-Manager

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jeffrey W. Krol personally known to me to be the Co-Manager of AD Hotel LLC, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of the limited liability company for the uses and purposes therein set forth.

Given under my hand and official seal this ____ day of _____, 2023
.

_____
Notary Public

**LOT 4C OWNER**

**CIMA DEVELOPERS, LP**,
an Illinois limited partnership

By: _____
Name: _____
Its: _____

STATE OF ILLINOIS )
) SS
COUNTY OF _____ )

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the General Partner of CIMA DEVELOPERS, LP, an Illinois limited partnership, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, 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 the limited partnership for the uses and purposes therein set forth.

Given under my hand and official seal this ____ day of _____, 2023.

_____
Notary Public

**LOT 5A OWNER**

**SB 3401 PAYTON PLACE LLC**,
a Delaware limited liability company

By: _____
Name: _____
Its: Authorized Signatory

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the Authorized Signatory of SB 3401 Payton Place, LLC, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of the limited liability company for the uses and purposes therein set forth.

Given under my hand and official seal this ____ day of _____, 2023.

_____
Notary Public

**LOT 16 OWNER**

**SB ADR IV PROPERTY OWNER, LLC,**
an Illinois limited liability company

By: _____
Name: _____
Its: Authorized Signatory

STATE OF ILLINOIS )
) SS
COUNTY OF _____ )

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the Authorized Signatory of SB ADR IV Property Owner, LLC, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of the limited liability company for the uses and purposes therein set forth.

Given under my hand and official seal this ____ day of _____, 2023.

_____
Notary Public

**ASSOCIATION, OUTLOT 1C OWNER & LOT 1D OWNER**

**ARLINGTON DOWNS MASTER ASSOCIATION, INC**.,
an Illinois not-for-profit corporation

By: _____
Name: Richard F. Cavenaugh
Its: President

STATE OF ILLINOIS )
) SS
COUNTY OF LAKE )

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Richard F. Cavenaugh, personally known to me to be the President of Arlington Downs Master Association, an Illinois not-for-profit corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of the corporation for the uses and purposes therein set forth.

Given under my hand and official seal this ____ day of _____, 2023.

_____
Notary Public

## EXHIBIT A-1

### Legal Description of Lot 1B

LOT 1B IN ARLINGTON DOWNS FOUR, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 25 AND PART OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID ARLINGTON DOWNS FOUR RECORDED _____, ___, AS DOCUMENT _____, IN COOK COUNTY, ILLINOIS.

## EXHIBIT A-2-1

### Legal Description of Lot 2A-1

LOT 2A IN ARLINGTON DOWNS TWO, BEING A RESUBDIVISION OF LOTS 1, 2 AND 4 IN ARLINGTON DOWNS, BEING A PLANNED UNIT DEVELOPMENT OF PART OF THE NORTHWEST 1 / 4 OF SECTION 25 AND PART OF THE NORTHEAST 1/ 4 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID ARLINGTON DOWNS TWO, RECORDED OCTOBER 25, 2013 AS DOCUMENT 1329839038, EXCEPTING THEREFROM THE FOLLOWING;

THAT PART OF LOT 2A, BOUNDED AND DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF LOT 2A IN SAID ARLINGTON DOWNS TWO; THENCE SOUTH 00 DEGREES 06 MINUTES 05 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 2A, 281.80 FEET TO THE NORTHWEST CORNER OF LOT 1 A, BEING ALSO THE POINT OF BEGINNING OF THIS LEGAL DESCRIPTION; THENCE NORTH 89 DEGREES 53 MINUTES 55 SECONDS EAST, ALONG THE SOUTH LINE OF SAID LOT 2A, 60.00 FEET; THENCE SOUTH 00 DEGREES 06 MINUTES 05 SECONDS EAST, CONTINUING ALONG SAID LAST DESCRIBED SOUTH LINE, 18.00 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 55 SECONDS EAST, CONTINUING ALONG SAID LAST DESCRIBED SOUTH LINE, 178.67 FEET; THENCE NORTH 00 DEGREES 06 MINUTES 05 SECONDS WEST, ALONG A LINE BEING PARALLEL WITH THE WEST LINE OF SAID LOT 2A, 299.34 FEET TO AN INTERSECTION WITH THE NORTH LINE OF SAID LOT 2A; THENCE NORTH 89 DEGREES 59 MINUTES 27 SECONDS WEST, ALONG SAID LAST DESCRIBED NORTH LINE, 238.67 FEET TO THE NORTHWEST CORNER OF LOT 2A AFORESAID; THENCE SOUTH 00 DEGREES 06 MINUTES 05 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 2A, 281.80 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## EXHIBIT A-2-2

### Legal Description of Lot 2A-2

THAT PART OF LOT 2A IN ARLINGTON DOWNS TWO, BEING A RESUBDIVISION OF LOTS 1, 2 AND 4 IN ARLINGTON DOWNS, BEING A PLANNED UNIT DEVELOPMENT OF PART OF THE NORTHWEST 1 / 4 OF SECTION 25 AND PART OF THE NORTHEAST 1/ 4 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID ARLINGTON DOWNS TWO, RECORDED OCTOBER 25, 2013 AS DOCUMENT 1329839038, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 2A IN SAID ARLINGTON DOWNS TWO; THENCE SOUTH 00 DEGREES 06 MINUTES 05 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 2A, 281.80 FEET TO THE NORTHWEST CORNER OF LOT 1 A, BEING ALSO THE POINT OF BEGINNING OF THIS LEGAL DESCRIPTION; THENCE NORTH 89 DEGREES 53 MINUTES 55 SECONDS EAST, ALONG THE SOUTH LINE OF SAID LOT 2A, 60.00 FEET; THENCE SOUTH 00 DEGREES 06 MINUTES 05 SECONDS EAST, CONTINUING ALONG SAID LAST DESCRIBED SOUTH LINE, 18.00 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 55 SECONDS EAST, CONTINUING ALONG SAID LAST DESCRIBED SOUTH LINE, 178.67 FEET; THENCE NORTH 00 DEGREES 06 MINUTES 05 SECONDS WEST, ALONG A LINE BEING PARALLEL WITH THE WEST LINE OF SAID LOT 2A, 299.34 FEET TO AN INTERSECTION WITH THE NORTH LINE OF SAID LOT 2A; THENCE NORTH 89 DEGREES 59 MINUTES 27 SECONDS WEST, ALONG SAID LAST DESCRIBED NORTH LINE, 238.67 FEET TO THE NORTHWEST CORNER OF LOT 2A AFORESAID; THENCE SOUTH 00 DEGREES 06 MINUTES 05 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 2A, 281.80 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## EXHIBIT A-3

### Legal Description of Lot 3A

LOT 3A IN ARLINGTON DOWNS THREE, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 25 AND PART OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID ARLINGTON DOWNS THREE RECORDED JULY 15, 2019 AS DOCUMENT 1919606066, IN COOK COUNTY, ILLINOIS.

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## EXHIBIT A-4

### Legal Description of Lot 4B

LOT 4B IN ARLINGTON DOWNS THREE, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 25 AND PART OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID ARLINGTON DOWNS THREE RECORDED JULY 15, 2019 AS DOCUMENT 1919606066, IN COOK COUNTY, ILLINOIS.

## EXHIBIT A-5

### Legal Description of Lot 4C

LOT 4C IN ARLINGTON DOWNS THREE, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 25 AND PART OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID ARLINGTON DOWNS THREE RECORDED JULY 15, 2019 AS DOCUMENT 1919606066, IN COOK COUNTY, ILLINOIS.

## EXHIBIT A-6

### Legal Description of Lot 5A

LOT 5A IN ARLINGTON DOWNS THREE, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 25 AND PART OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID ARLINGTON DOWNS THREE RECORDED JULY 15, 2019 AS DOCUMENT 1919606066, IN COOK COUNTY, ILLINOIS.

## EXHIBIT A-7

### Legal Description of Outlot 1C

OUTLOT 1C IN ARLINGTON DOWNS FOUR, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 25 AND PART OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID ARLINGTON DOWNS FOUR RECORDED _____, ____, AS DOCUMENT _____, IN COOK COUNTY, ILLINOIS.

## EXHIBIT A-8

### Legal Description of Lot 1D

LOT 1D IN ARLINGTON DOWNS FOUR, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 25 AND PART OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID ARLINGTON DOWNS FOUR RECORDED _____, ____, AS DOCUMENT _____, IN COOK COUNTY, ILLINOIS.

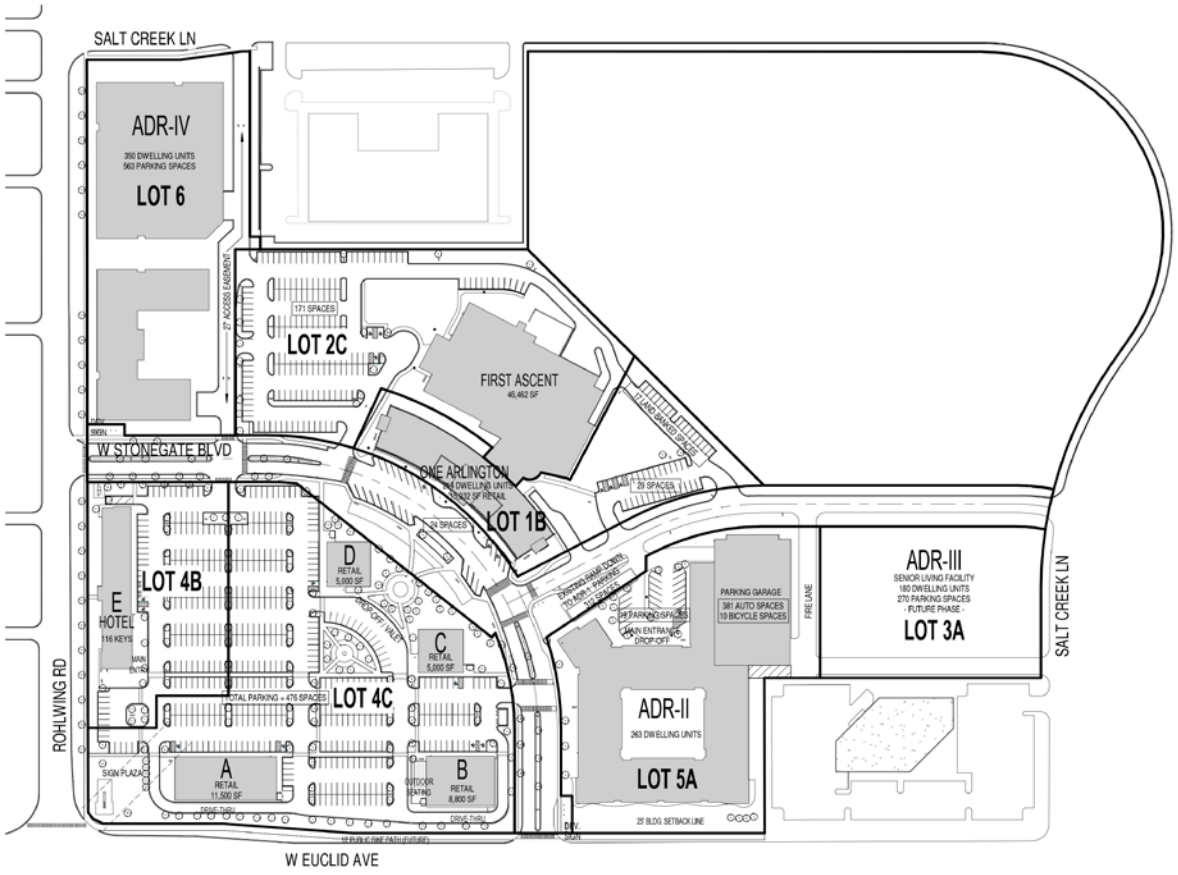
## EXHIBIT A-9

### Legal Description of Lot 16

LOT 16 IN ARLINGTON PARK OFFICE CENTRE, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 25 AND PART OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID ARLINGTON PARK OFFICE CENTRE RECORDED JUNE 6, 1980, AS DOCUMENT 25479286, IN COOK COUNTY, ILLINOIS.

# EXHIBIT B

## Depiction of the Development




OKW Architects

OKW ARCHITECTS
600 W. Jackson, Suite 250
Chicago, IL 60661

N

**MASTER SITE PLAN**
ARLINGTON DOWNS

10/22/2021 Project #: 16093

# EXHIBIT C

BYLAWS OF

ARLINGTON DOWNS MASTER ASSOCIATION
AN ILLINOIS NOT-FOR-PROFIT CORPORATION

## ARTICLE I

## NAME OF CORPORATION

The name of this corporation is Arlington Downs Master Association, an Illinois not-for-profit corporation.

## ARTICLE 2
## DEFINITIONS

All terms used and not defined herein shall have the meanings set forth in the Amended and Restated Declaration of Easements, Covenants and Restrictions (Arlington Downs) (the "**Declaration**") dated as of the date of the Declaration, as amended from time to time.

## ARTICLE 3
## PURPOSES AND POWERS

3.01 Purposes: The purposes of this Association are to perform all the obligations of the Association as set forth in the Declaration, including without limitation: (i) owning Outlot 1C, and maintaining, repairing, replacing, operating and administering (A) Outlot 1C (including the Common Road, adjacent sidewalks, curbs, landscaping, signage and lighting, but excluding the Lot 1B Garage Ramp), (B) any Development Signs (excluding any wayfinding or Lot identification signs located thereon identifying any specific Lot Owner or Permittee), (C) any Common Utility Facilities after initial construction thereof, and (D) the Traffic Signal after initial construction thereof; (ii) to promote the health, safety and welfare, and the common use and enjoyment of the Development by the Members and Permittees; and (iii) to exercise all the rights and powers granted the Association in this Declaration, all on a not-for-profit basis, subject to and in accordance with the terms and provisions of this Declaration.

3.02 Powers: The Association shall have and exercise all powers as are now or may hereafter be granted by the General Not-For-Profit Corporation Act of the State of Illinois, the Declaration and these Bylaws.

## ARTICLE 4
## OFFICES

4.01 Registered Offices: The Association shall have and continuously maintain in the State of Illinois a registered office and registered agent whose office shall be identical with such registered office and may have other offices within or without the State of Illinois as the Board (as defined below) may from time to time determine.

4.02 Principal Office: The principal office of the Association shall be maintained as determined from time to time by the Board.

## ARTICLE 5
## MEMBERSHIP AND VOTING RIGHTS

5.01 Membership: Every Lot Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of a Lot shall be the sole qualification for membership.

5.02 Voting Rights: The Association shall have one class of membership and shall have a total number of votes equal to the number of legally platted Lots greater than one and one-half (1.5) acres in size (each a "**Voting Lot**" and collectively, the "**Voting Lots**"). Each Voting Lot shall have one (1) vote. The person entitled to vote with respect to each Voting Lot is hereinafter referred to as the "**Voting Member**." If more than one person is the record owner of any Voting Lot, or if a Lot Owner is a trustee, corporation, partnership, limited liability company, or other legal entity, the vote for such Voting Lot shall be exercised as such Lot Owner or Lot Owners of that Voting Lot shall designate in writing to the Board. Such designation of a Lot's Voting Member shall be revocable at any time by actual notice to the Board, or upon the death or judicially declared incompetence of any Lot Owner of a Voting Lot, or by written notice of revocation to the Board by any such Lot Owner. In the absence of such written designation, the vote for any Voting Lot may be exercised at any meeting of Members as the Lot Owner or Lot Owners of that Voting Lot present at such meeting shall agree; provided, however, if all owners of a Voting Lot cannot agree as to how their vote shall be exercised, no vote shall be cast with respect to that Voting Lot. In the event that a Voting Lot is owned by more than one person and no designation is given, then the Board in its discretion may recognize one of the persons as the Voting Member for such Voting Lot.

5.03 Annual Meetings: The initial meeting of Members shall be held upon no less than thirty (30) days' written notice given by the Secretary (as defined below) of the Association. Thereafter, there shall be an annual meeting of the Members as close as possible to the same day of the same month of each succeeding year, and at such other reasonable time or date (not more than thirty (30) days before or after such date) as may be designated by written notice of the Board delivered to the Members.

5.04 Special Meetings: Special meetings of the Members may be called at any time by the President of the Association, by the Board or, upon written request of Voting Members of at least twenty- five (25%) percent of the Voting Lots.

5.05 Notice of Meetings: Written or printed notice stating the place, day, and time of any meeting of Members shall be delivered either personally or by mail to each Lot Owner not less than ten (10) nor more than thirty (30) days before the day of such meeting. Said notice shall be given by or at the direction of the President, Secretary or persons calling the meeting. In case of a special meeting or when required by statute or these Bylaws, the purpose for which the meeting is called shall be stated in the notice. Notices of the meetings shall be in writing addressed to the Lot Owner at the address furnished by such Lot Owner to the Association for the purpose of service of notices, or if no such address has been furnished, to the Lot owned by such Owner. Notices

addressed as above shall be deemed delivered when deposited in the United States mail, postage prepaid, or when personally delivered to that address.

5.06 Place of Meetings: All meetings of Members shall be held at such place in Cook County, Illinois as determined by the Board.

5.07 Quorum: The presence at any meeting, in person and by proxy, of Lot Owners owning at least fifty percent (50%) of the Voting Lots shall constitute a quorum for any action to be taken by the Members except as may otherwise be provided in the Declaration or in these Bylaws. Unless otherwise expressly provided in the Declaration or in these Bylaws any action that may be taken by the Members may be taken at any meeting at which a quorum is present upon the affirmative vote of a majority of the Voting Members present at such meeting. If a quorum is not present at any meeting, a majority of the Voting Members present may adjourn the meeting at any time, without further notice. At any adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the original meeting. Withdrawal of Voting Members from any meeting shall not cause failure of a duly constituted quorum at that meeting.

5.08 Proxies: At all meetings of Members, a Voting Member may vote either in person or by proxy. All proxies shall be in writing and filed with the Secretary (as defined below). Every proxy shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically be void upon termination by the Member of his interest in his Lot.

## ARTICLE 6
## BOARD OF DIRECTORS

6.01 In General: The affairs of the Association shall be managed by the Board of Directors ("**Board**"). The Board shall consist of not less than three (3) nor more than five (5) directors (the "**Directors**") in accordance with the terms of the Illinois Not-For-Profit Corporation Act. The initial Directors shall be Richard F. Cavenaugh, Anthony Rodriguez, and Jeffrey W. Krol. In all elections for members of the Board of Directors, each Voting Member shall be entitled to vote on a cumulative voting basis and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. Directors shall have one (1) year terms each. The Voting Members having at least two-thirds (2/3rds) of the total vote may increase or decrease such number of persons on the Board or may increase or decrease the term of office of Board members at any annual or special meeting, provided that: (i) the number of Directors shall be within the variable range of not less than three (3) nor more than five (5) members; (ii) the terms of at least one-third (1/3) of the persons on the Board shall expire annually; and (iii) no Board member or officer shall be elected for a term of more than two (2) years but Board members or officers may succeed themselves. Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt and as provided in the Declaration and/or in these Bylaws. Except as provided elsewhere in the Declaration or in these Bylaws, all Directors elected by the Members shall be Owners.

6.02 Annual Meetings: The Board shall hold an annual meeting of the Board within ten (10) days after each annual meeting of the Members, at such time and place as shall be fixed by

the Directors at the annual meeting of Members and no further notice to the Directors of their annual meeting shall be necessary.

6.03 Regular Meetings: In addition to its annual meeting, regular meetings of the Board shall be held at such time and place as a majority of the Board shall by resolution determine, provided that there shall be not less than one regular meeting each calendar quarter. Notice of such regular meetings of the Board shall be given to each Director personally, by mail or by telephone at least five (5) days prior to the meeting.

6.04 Special Meetings: Special meetings of the Board may be called by the President or a majority of the Directors. The person or persons authorized to call such special meetings of the Board may fix the place within Cook County, Illinois for holding any special meeting of the Board called by them.

6.05 Notice of Special Meetings: Notice of any special meeting of the Board shall be given at least three (3) days prior to any such meeting by personal delivery or by written notice delivered personally or by mail to each Director of his address as shown by the records of the Association. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid.

6.06 Waiver of Notice: Contents of Notice: Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice of such meeting, unless specifically required by law or by these Bylaws.

6.07 Informal Action: Any action required to, or which may be taken at a meeting of the Board may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all Directors entitled to vote with respect to the subject matter thereof. Any such signed consent shall have the same effect as a unanimous vote of the Directors.

6.8 Quorum: A majority of the Directors serving from time to time on the Board shall constitute a quorum for the election of officers and for the transaction of business at any meeting of the Board, provided that if less than a quorum is present a majority of the Directors present may adjourn the meeting from time to time without further notice.

6.9 Manner of Acting: Except as otherwise expressly provided by law or by the Declaration of these Bylaws, any action of the Directors may be taken upon the affirmative vote of a majority of the Directors at which a quorum is present.

6.10 Compensation: Reimbursement for Expenses: Directors shall receive no compensation for their services but shall be reimbursed for reasonable out-of-pocket expenses incurred in the course of the performance of his duties upon presentation of receipts or other appropriate evidence of such expense.

6.11 Removal or Resignation of Directors: Any Director elected by the Members may be removed from office, with or without cause, by the affirmative vote of at least two-thirds (2/3)

of the Voting Members at any annual meeting or at a special meeting called for such purpose. Any Director may resign at any time by submitting his written resignation to the Board. If a Director elected by the Members ceases to be a Member of the Association, he shall be deemed to have resigned as of the date of his membership ceased. A successor to fill the unexpired term of a Director elected by the Members who resigns or is removed may be elected by the Voting Members at any annual meeting or at any special meeting called for such purpose and any successor so elected shall serve the balance of his predecessor's term.

## ARTICLE 7
## POWERS AND DUTIES OF THE BOARD OF DIRECTORS

7.01 The Board shall have the obligations set forth herein and in the Declaration and shall have all the powers and duties granted and imposed upon it by the Illinois General Not-For-Profit Corporation Act, the Declaration and these Bylaws, including, without limiting the foregoing, the following:

a. By vote of a majority of the Board Members, and without approval of any of the Voting Members except as hereinafter set forth, to adopt and publish reasonable rules and regulations governing the use, operation and maintenance of the Development, subject to the terms of the Declaration, and to amend or modify any existing rules and regulations. Written notice of such rules and regulations and of any amendments or modifications thereof shall be given to all Owners. If, within thirty (30) days from the date of such written notice to the Lot Owners of the adoption of any such rule and regulation, or any such rule and regulation, or any amendment or modification thereof, the Voting Members having at least one-fourth (1/4) of the total votes shall file with the Board a written objection thereto then such rule and regulation shall be deemed rescinded until approved by the Voting Members having at least two-thirds (2/3) of the total votes.

b. To cause the Annual Budget to be prepared, each Lot Owner to be notified of the Annual Budget and any special assessments against his Lot and to collect the same all in accordance with and as more fully set forth in the Declaration.

c. To procure and maintain such insurance in such amounts and insuring against such risks as the Board deems desirable.

d. Subject to the provisions of the Declaration, to appoint or engage the services of a professional manager for the Association, and such other personnel and services, including accountants and attorneys, as the Board may, in its discretion, deem appropriate.

e. To provide for the maintenance, repair, replacements, improvements and additions of and to: (1) Outlot 1C (including the Common Road, adjacent sidewalks, curbs, landscaping, signage and lighting, but excluding the Lot 1B Garage Ramp); (2) any Development Signs (excluding any wayfinding identification signs located thereon identifying any specific Lot Owner or Permittee); (3) any Common Utility Facilities after initial construction thereof; and (4) the Traffic Signal.

i. To pay all Taxes and other costs and expenses incident to the ownership of Outlot 1C and all facilities and improvements thereon, when applicable.

j. To cause all officers or employees having fiscal responsibility to be bonded, as it may deem appropriate.

l. To exercise all other rights, powers, duties and authority vested in or delegated to the Board or the Association by the Illinois General Not-For-Profit Corporation Act, the Declaration, or these Bylaws, not expressly reserved to the Members.

## ARTICLE 8
## OFFICERS

8.01 Officers: The officers of the Association (the "**Officers**") shall be a president (the "**President**"), a secretary (the "**Secretary**"), a treasurer (the "**Treasurer**"), and such other officers as the Board may deem appropriate. All officers shall be elected at each annual meeting of the Board and shall hold office at the pleasure of the Board. Notwithstanding the foregoing, the initial officers shall be Richard F. Cavenaugh as President, Anthony Rodriguez as Secretary, and Jeffrey Krol as Treasurer. Officers shall serve for a term of no less than six months subject to Section 8.02 hereinbelow.

8.02 Vacancy of Office: Any officer may be removed at any meeting of the Board by the affirmative vote of the majority of the Directors in office, either with or without cause, and any vacancy in any office may be filled by the Board at any meeting thereof.

8.03 Powers of Officers: The respective officers of the Association shall have such powers and duties as are usually vested in such office of a not-for-profit corporation, including but not limited to the following:

a. The President shall be the Chief Executive Officer of the Association and shall preside at all meetings of the Members and of the Board;

b. The Secretary shall keep minutes of all meetings of the Members and of the Board and shall have custody of the Association Seal, all correspondence, and such other books, papers and documents as the Board may proscribe;

e. The Treasurer shall be responsible for Association funds and securities and for keeping full and accurate accounts of all receipts and disbursements in the Association books of account kept for such purpose.

8.04 Officer's Compensation: The officers shall receive no compensation for their services except as expressly provided by a resolution duly adopted by the Board.

## ARTICLE 9
## CONTRACTS, CHECKS, DEPOSITS AND FUNDS

10.01 Contracts: The Board may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these Bylaws, to enter into any contract or

execute and deliver any instrument in the name of and on behalf of the Association and such authority may be general or confined to specific instances.

10.02 Payments: All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association, and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board such instruments shall be signed by the Treasurer or President.

10.03 Bank Accounts: All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board may select.

10.04 Special Receipts: The Board may accept on behalf of the Association any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Association.

## ARTICLE 10
## FISCAL MANAGEMENT

11.01 Fiscal Year: The fiscal year of the Association shall begin on the first day of January each year, except that the first fiscal year shall begin at the date of incorporation and shall end on the last day of December of each year.

11.02 Financial Statements: On or before April 15th of each year following the initial meeting of Members, the Association shall furnish its Members with a statement of the income and disbursements of the Association for such fiscal year and such other information set forth in the Declaration. As provided in the Declaration, each Annual Budget shall be adopted and communicated to the Members by December 15th of the prior year.

11.03 Annual Assessments: The Board, in its sole discretion, shall determine the quarterly assessments subject to the terms, conditions and limitations set forth in the Declaration.

11.04 Special Assessments: In addition to the annual assessments authorized above, the Board may levy special assessments for the purpose of defraying, in whole or in part, the cost of constructing or purchasing a specified capital improvement upon or to Outlot 1C, and for the necessary fixtures and personal property related thereto, provided that, unless otherwise provided in the Bylaws, any such assessments which in one year exceed $25,000.00 shall first be approved by a majority of the Board and thereafter by a majority of the votes cast by Members at a general or special meeting duly called for that purpose or, in lieu of such member's meeting, by an instrument signed by the Members owning two-thirds (2/3) of the Lots. Special assessments levied hereunder shall be due and payable at such time or times and in such manner as shall be fixed by the Board, or, where applicable, as approved by the Members and shall be used only for the specific purpose for which such assessment was levied.

## ARTICLE 11
## BOOKS AND RECORDS

The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Members, Board and committees having any of the authority of the Board and shall keep at the registered or principal office a record giving the names and addresses of the Members. All books and records of the Association may be inspected by any Member, or his agent or attorney, for any proper purpose at any reasonable time.

## ARTICLE 12
## SEAL

The Board may provide for a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the Association.

## ARTICLE 13
## WAIVER OF NOTICE

Whenever any notice whatever is required to be given under the provisions of the Illinois General Not-For-Profit Corporation Act, the provisions of these Bylaws or the Declaration, a waiver in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

## ARTICLE 14
## AMENDMENTS

The Bylaws may be amended or modified at any time or from time to time at any meeting of the Board, by a majority of the Directors then serving on the Board, provided that no provision of these Bylaws shall conflict with the Declaration.

## EXHIBIT D

### Cost Share

### Cost Share without Future Lot 6

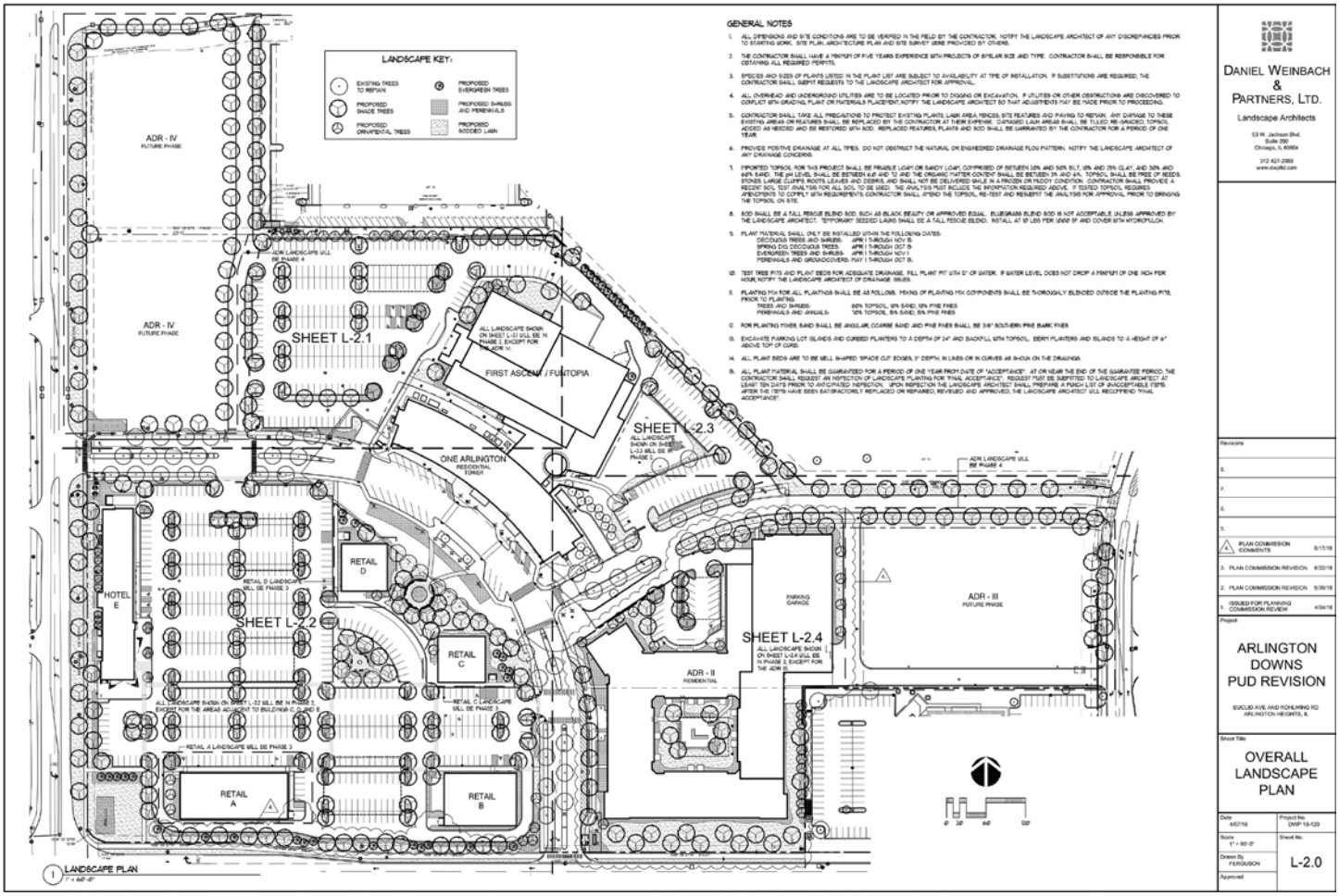
| Lot | Cost Share |
|---|---|
| Lot 1B | 20.68% |
| Lot 2A-1 | 0% |
| Lot 2A-2 | 25.72% |
| Lot 3A | 12.86% |
| Lot 4B | 7.57% |
| Lot 4C | 14.38% |
| Lot 5A | 18.79% |
| Total | 100% |

### Cost Share with Future Lot 6

| Lot | Cost Share |
|---|---|
| Lot 1B | 20.68% |
| Lot 2A-1 | 0% |
| Lot 3A | 12.86% |
| Lot 4B | 7.57% |
| Lot 4C | 14.38% |
| Lot 5A | 18.79% |
| Lot 6 | 25.72% |
| Total | 100% |

# EXHIBIT E

## Copy of Landscape Plan



# EXHIBIT E

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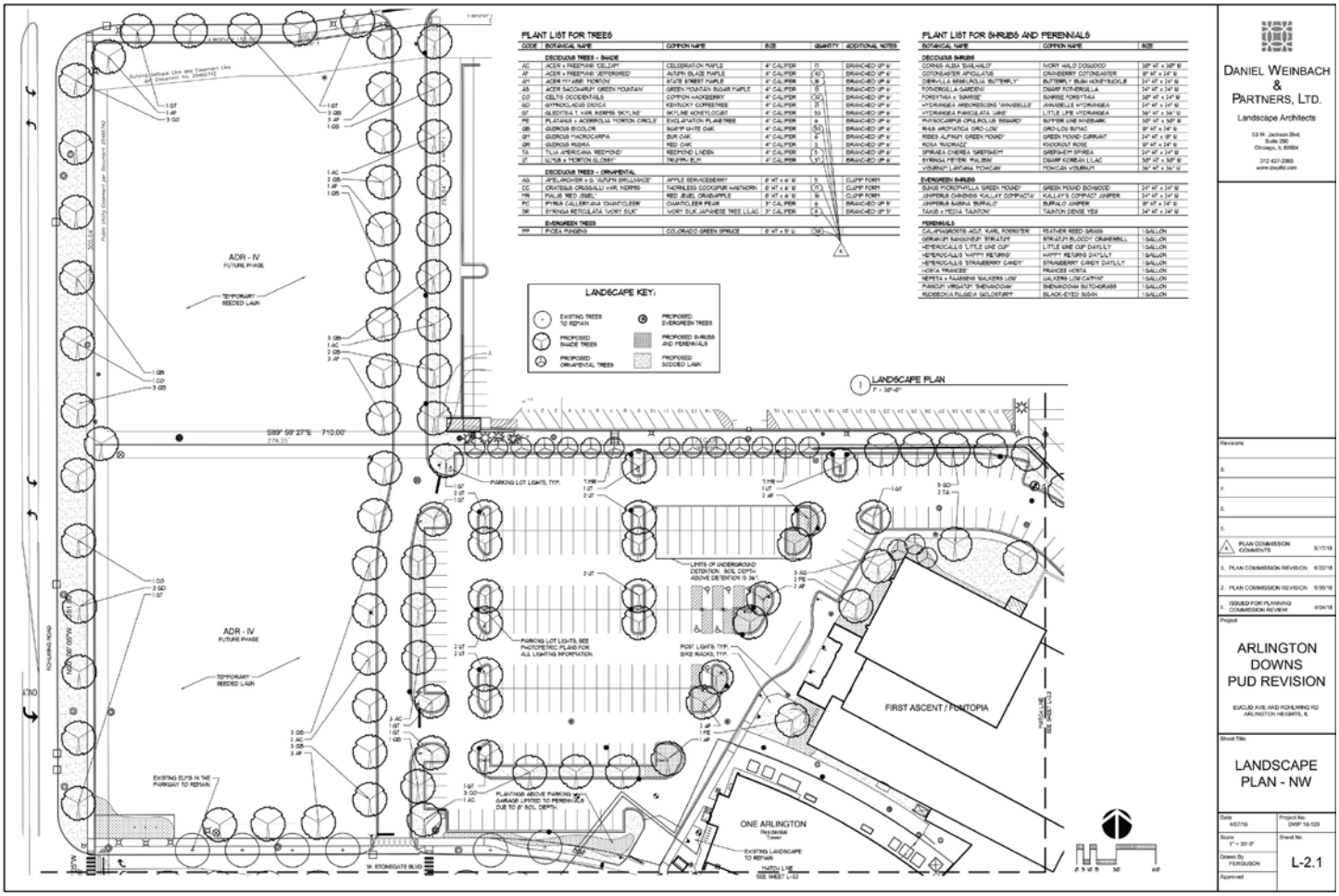

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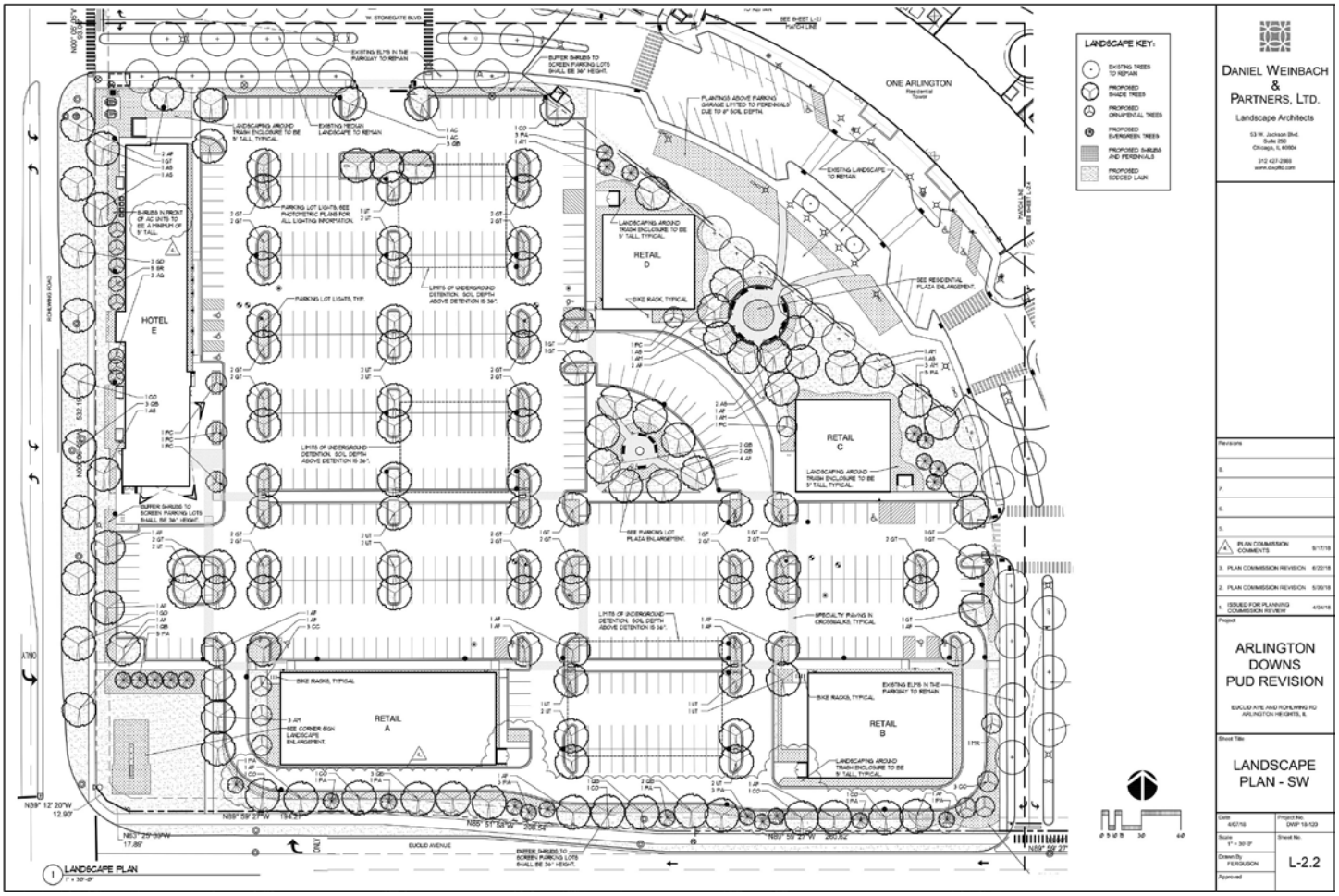

# EXHIBIT E

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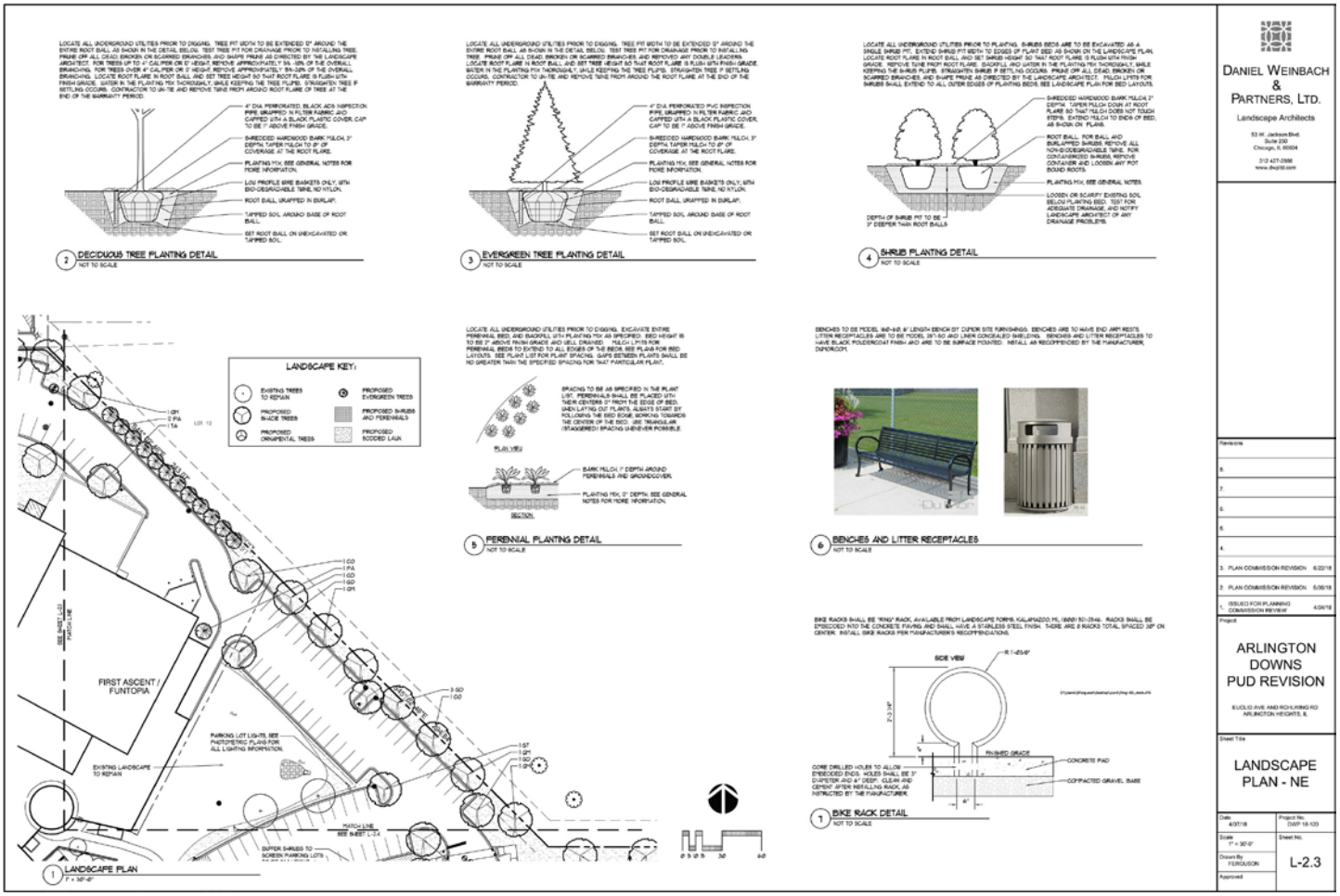
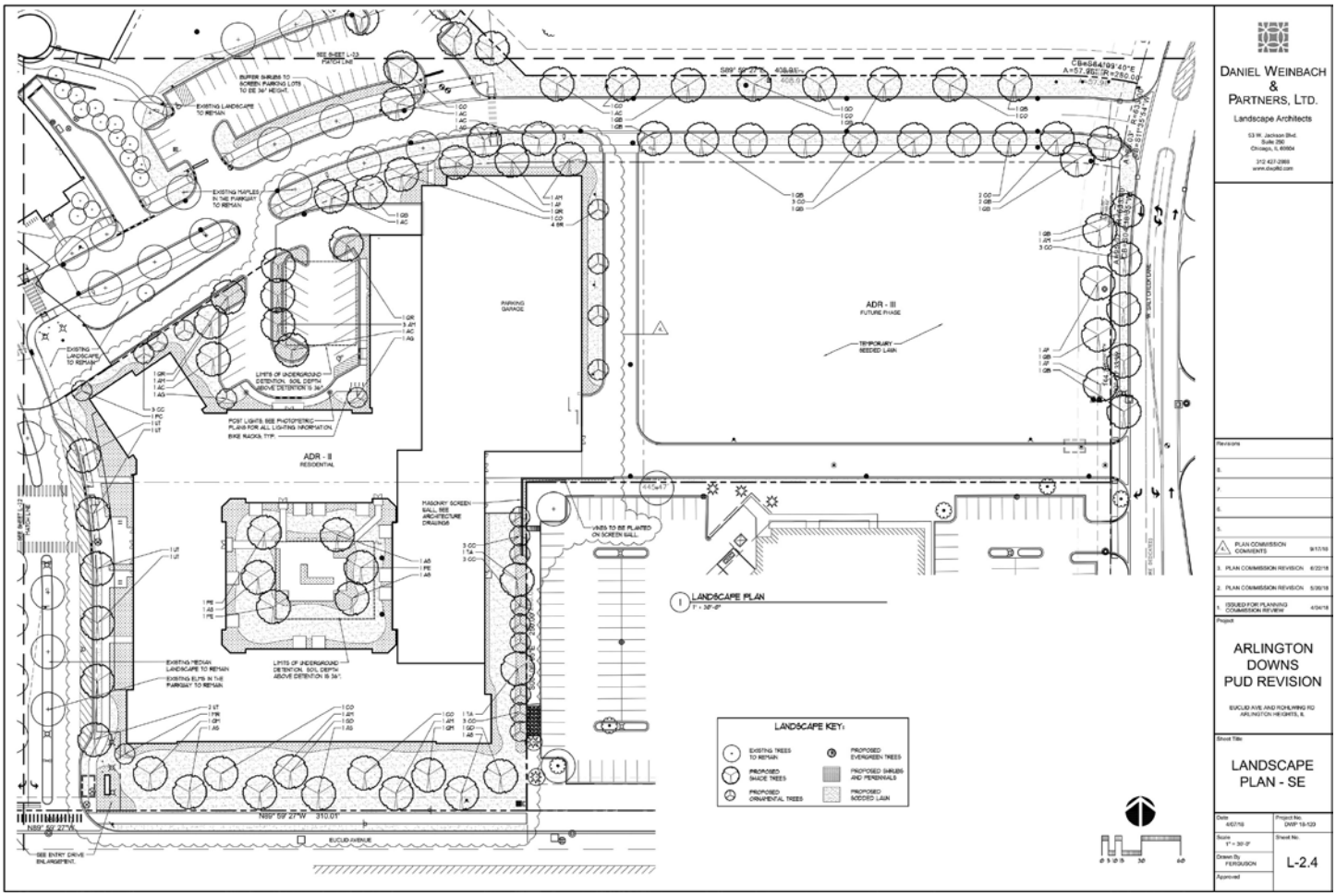
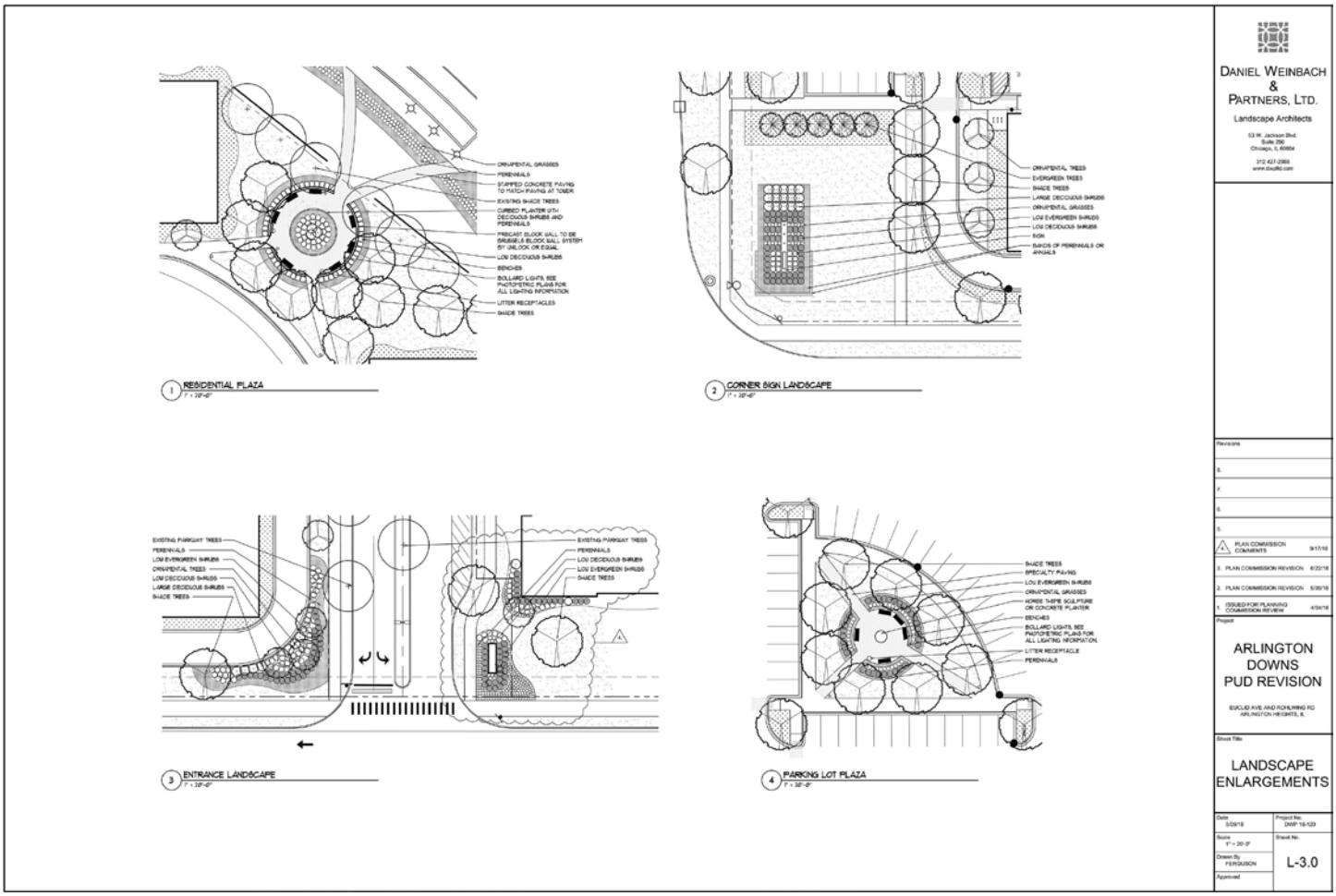


**EXHIBIT E**
**Copy of Landscape Plan**



# EXHIBIT E

## Copy of Landscape Plan



# EXHIBIT F-1

## Legal Description of Lot 1B Parking Garage

PARCEL 1:

THAT PART OF LOT 1A, LYING BELOW ELEVATION 729.00, IN ARLINGTON DOWNS TWO, BEING A RESUBDIVISION OF LOTS 1, 2 AND 4 IN ARLINGTON DOWNS, BEING A PLANNED UNIT DEVELOPMENT OF PART OF THE NORTHWEST 1/4 OF SECTION 25 AND PART OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID ARLINGTON DOWNS TWO, RECORDED OCTOBER 25, 2013 AS DOCUMENT 1329839038, BOUNDED AND DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF LOT 2A IN SAID ARLINGTON DOWNS TWO; THENCE SOUTH 00 DEGREES 06 MINUTES 05 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 2A, 281.80 FEET TO THE NORTHWEST CORNER OF LOT 1A; THENCE NORTH 89 DEGREES 53 MINUTES 55 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 1A, 60.00 FEET; THENCE SOUTH 00 DEGREES 06 MINUTES 05 SECONDS EAST, CONTINUING ALONG SAID LAST DESCRIBED NORTH LINE, 18.00 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 55 SECONDS EAST, CONTINUING ALONG SAID LAST DESCRIBED NORTH LINE, 229.81 FEET TO A POINT OF CURVATURE; THENCE EASTERLY CONTINUING ALONG SAID LAST DESCRIBED NORTH LINE, BEING A CURVED LINE, CONCAVE SOUTH, HAVING A RADIUS OF 472.50 FEET, AN ARC LENGTH OF 77.57 FEET (THE CHORD TO SAID CURVED LINE BEARS SOUTH 85 DEGREES 23 MINUTES 54 SECONDS EAST, 77.48 FEET) TO THE POINT OF BEGINNING OF THIS LEGAL DESCRIPTION; THENCE SOUTHEASTERLY ALONG A CURVED LINE CONCAVE SOUTHWEST AND HAVING A RADIUS OF 472.50 FEET, 273.27 FEET, (THE CHORD TO SAID CURVED LINE BEARS SOUTH 64 DEGREES 07 MINUTES 37 SECONDS EAST, 269.48 FEET) TO AN INTERSECTION WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 26 AFORESAID; THENCE SOUTH 00 DEGREES 21 MINUTES 59 SECONDS WEST, 167.86 FEET, ALONG SAID LAST DESCRIBED EAST LINE; THENCE NORTH 51 DEGREES 43 MINUTES 17 SECONDS WEST, 366.33 FEET; THENCE NORTH 38 DEGREES 16 MINUTES 43 SECONDS EAST, 74.54 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

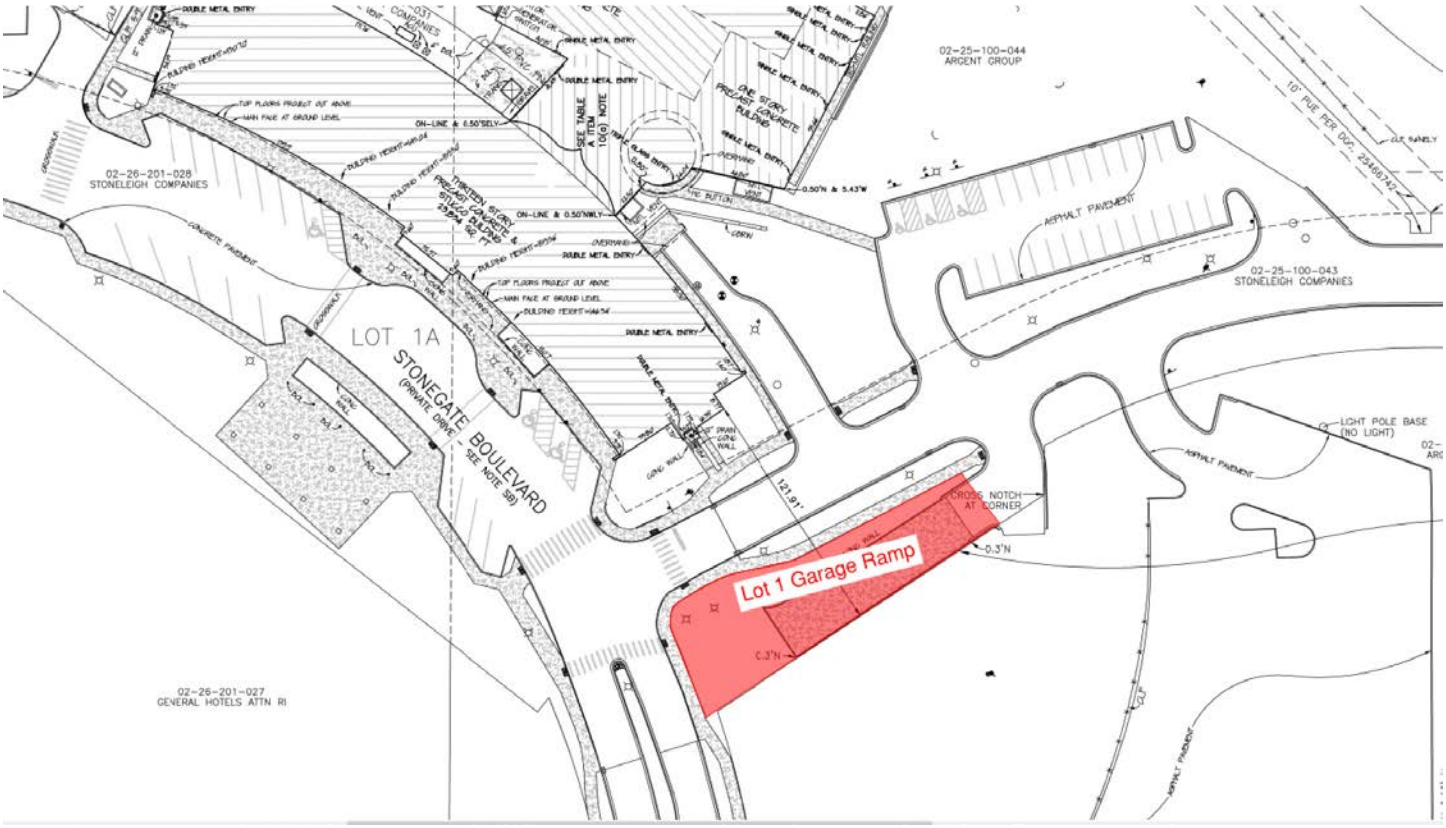
PARCEL 2:

THAT PART OF LOT 1A, LYING BELOW ELEVATION 729.00, IN ARLINGTON DOWNS TWO, BEING A RESUBDIVISION OF LOTS 1, 2 AND 4 IN ARLINGTON DOWNS, BEING A PLANNED UNIT DEVELOPMENT OF PART OF THE NORTHWEST 1/4 OF SECTION 25 AND PART OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID ARLINGTON DOWNS TWO, RECORDED OCTOBER 25, 2013 AS DOCUMENT 1329839038, BOUNDED AND DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF LOT 2A IN SAID ARLINGTON DOWNS TWO; THENCE SOUTH 00 DEGREES 06 MINUTES 05 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 2A, 281.80 FEET TO THE NORTHWEST CORNER OF LOT 1A; THENCE NORTH 89 DEGREES 53 MINUTES 55 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 1A, 60.00 FEET; THENCE SOUTH 00 DEGREES 06 MINUTES 05 SECONDS EAST, CONTINUING ALONG SAID LAST DESCRIBED NORTH LINE, 18.00 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 55 SECONDS EAST, CONTINUING ALONG SAID LAST DESCRIBED NORTH LINE, 229.81 FEET TO A POINT OF CURVATURE; THENCE EASTERLY CONTINUING ALONG SAID LAST DESCRIBED NORTH LINE, BEING A CURVED LINE, CONCAVE SOUTH, HAVING A RADIUS OF 472.50 FEET, AN ARC LENGTH OF 350.84 FEET (THE CHORD TO SAID CURVED LINE BEARS SOUTH 68 DEGREES 49 MINUTES 48 SECONDS EAST, 342.83 FEET) TO AN INTERSECTION

WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 26 AFORESAID, BEING ALSO THE POINT OF BEGINNING OF THIS LEGAL DESCRIPTION; THENCE SOUTHEASTERLY ALONG A CURVED LINE CONCAVE SOUTHWEST AND HAVING A RADIUS OF 472.50 FEET, 163.70 FEET, (THE CHORD TO SAID CURVED LINE BEARS SOUTH 37 DEGREES 38 MINUTES 01 SECONDS EAST, 162.88 FEET); THENCE SOUTH 38 DEGREES 16 MINUTES 43 SECONDS WEST, 92.79 FEET; THENCE NORTH 51 DEGREES 43 MINUTES 17 SECONDS WEST, 54.84 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 59 SECONDS EAST, 167.86 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

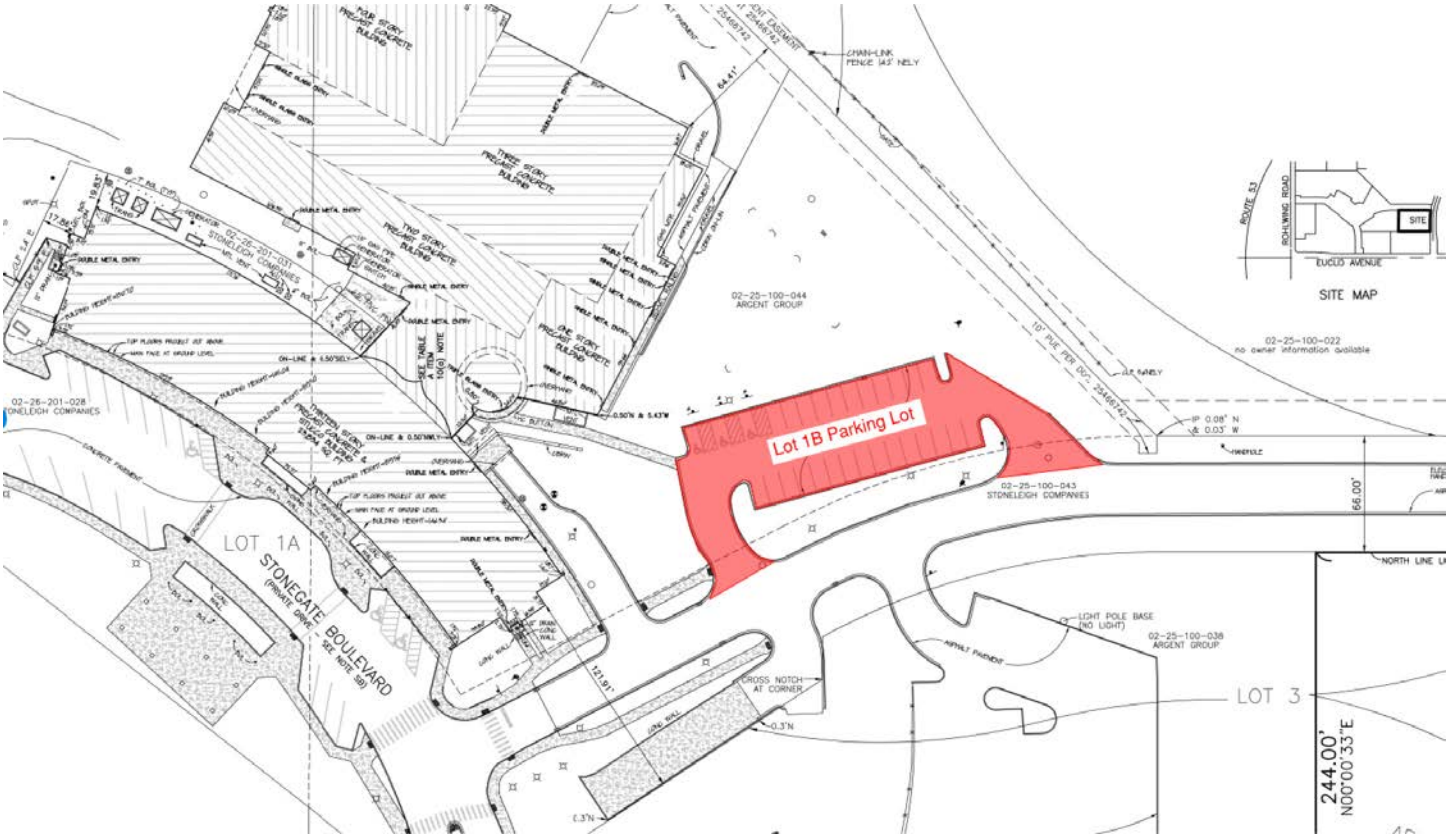
**EXHIBIT F-2**

**Depiction of Lot 1B Garage Ramp**



# EXHIBIT G

## Depiction of Lot 1B Parking Lot



# EXHIBIT H

## Voting Share

### Voting Share Without Future Lot 6

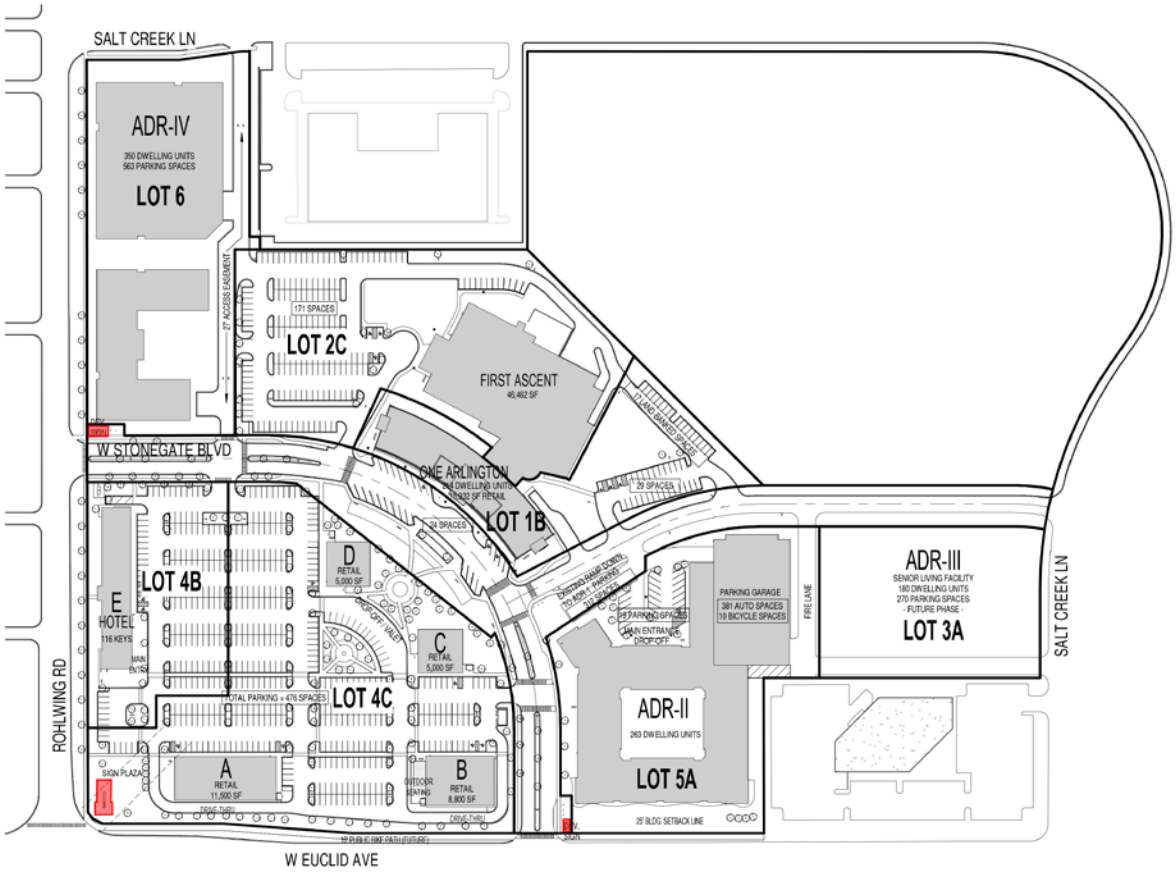
| Lot | Voting Share |
|---|---|
| Lot 1B | 20% |
| Lot 2A-2 | 10% |
| Lot 2A-1 | 10% |
| Lot 3A | 10% |
| Lot 4B | 10% |
| Lot 4C | 20% |
| Lot 5A | 20% |
| Total: | 100.00% |

### Voting Share With Future Lot 6

| Lot | Voting Share |
|---|---|
| Lot 1B | 20% |
| Lot 2A-1 | 10% |
| Lot 3A | 10% |
| Lot 4B | 10% |
| Lot 4C | 20% |
| Lot 5A | 20% |
| Lot 6 | 10% |
| Total: | 100.00% |

# EXHIBIT I

## Location of Development Signs




OKW Architects

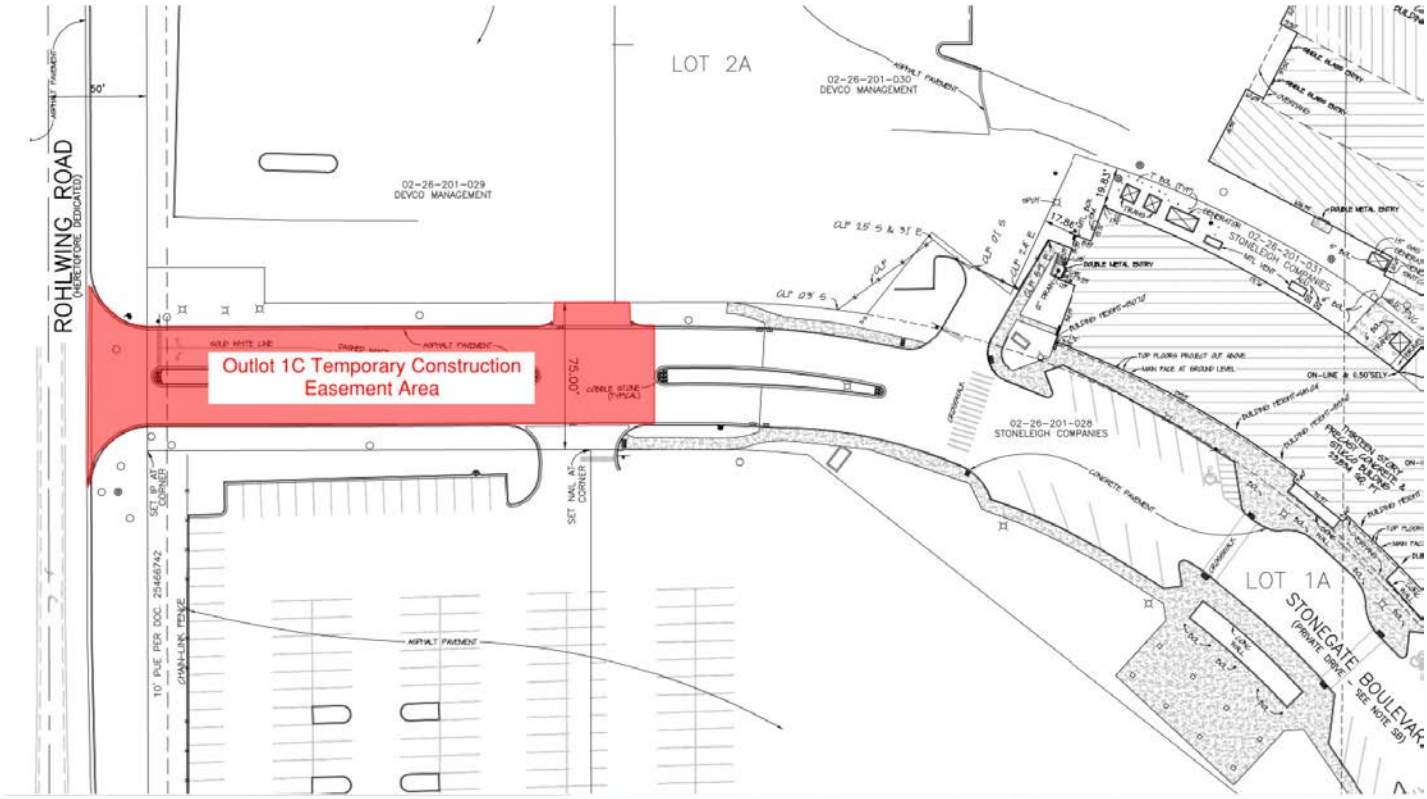
**OKW ARCHITECTS**
600 W. Jackson, Suite 250
Chicago, IL 60661

**MASTER SITE PLAN**
ARLINGTON DOWNS

10/22/2021 Project #: 16093

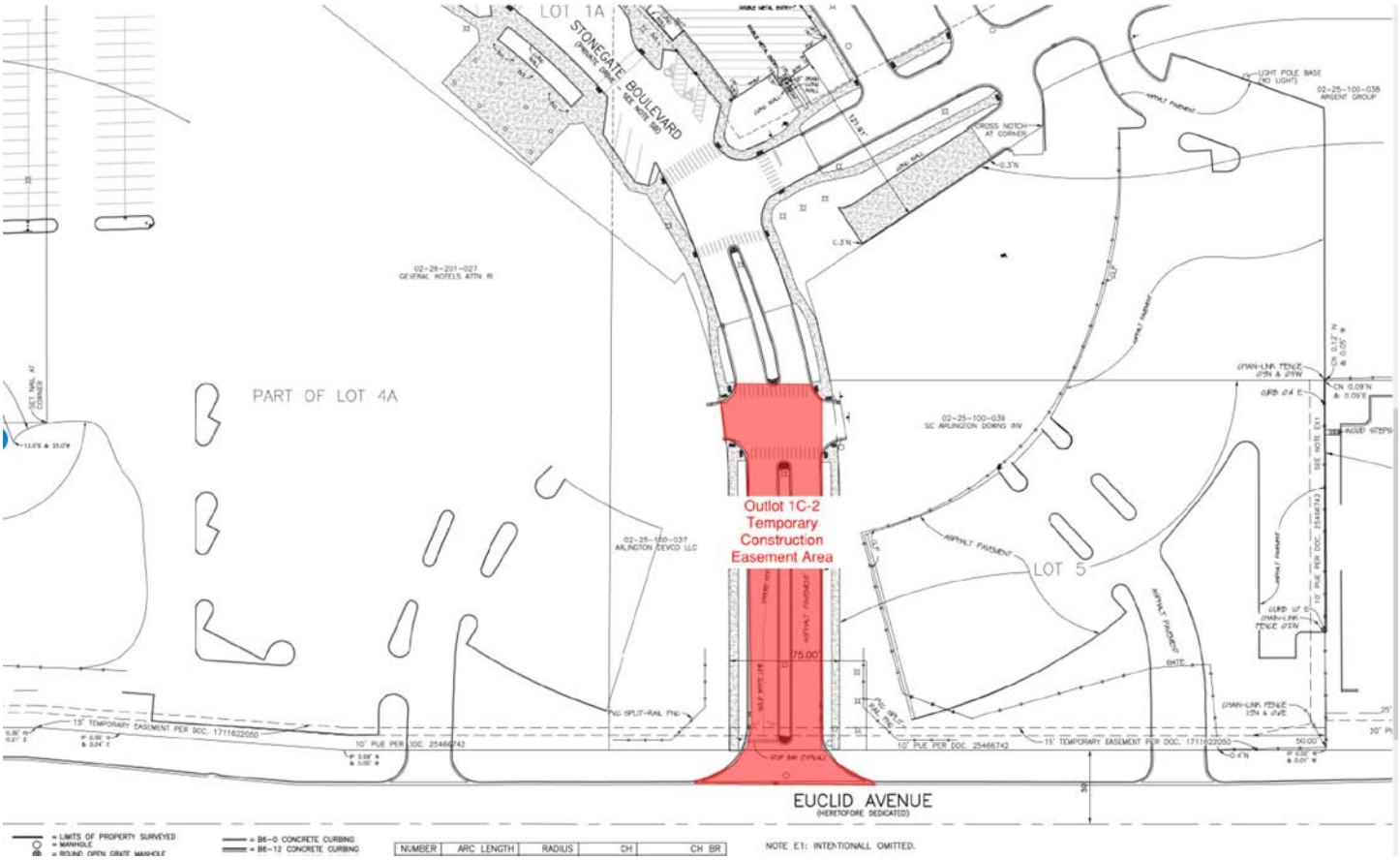
**EXHIBIT J-1**

**Depiction of Outlot 1C-1 Temporary Construction Easement Area**



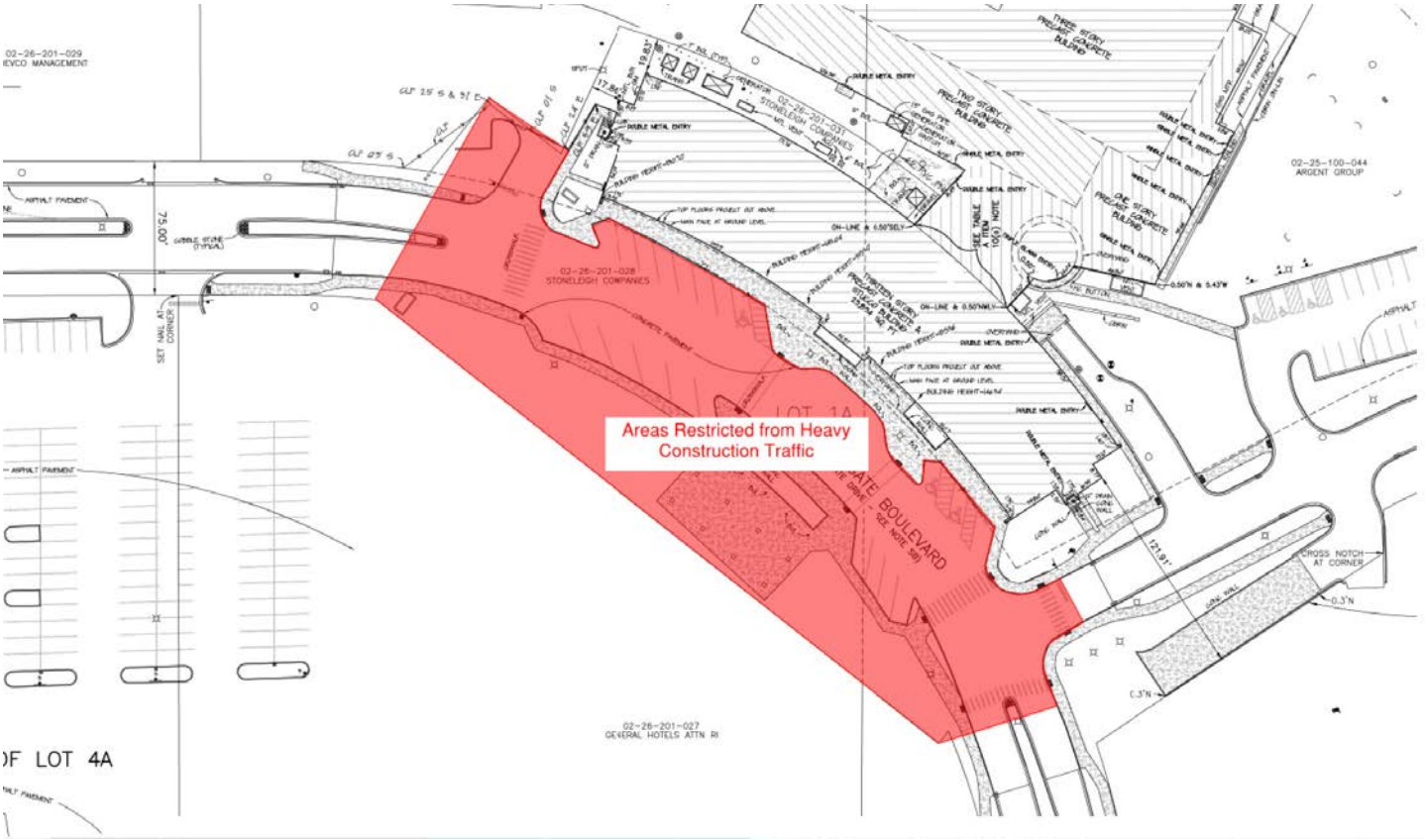
# EXHIBIT J-2

## Depiction of Outlot 1C-2 Temporary Construction Easement Area



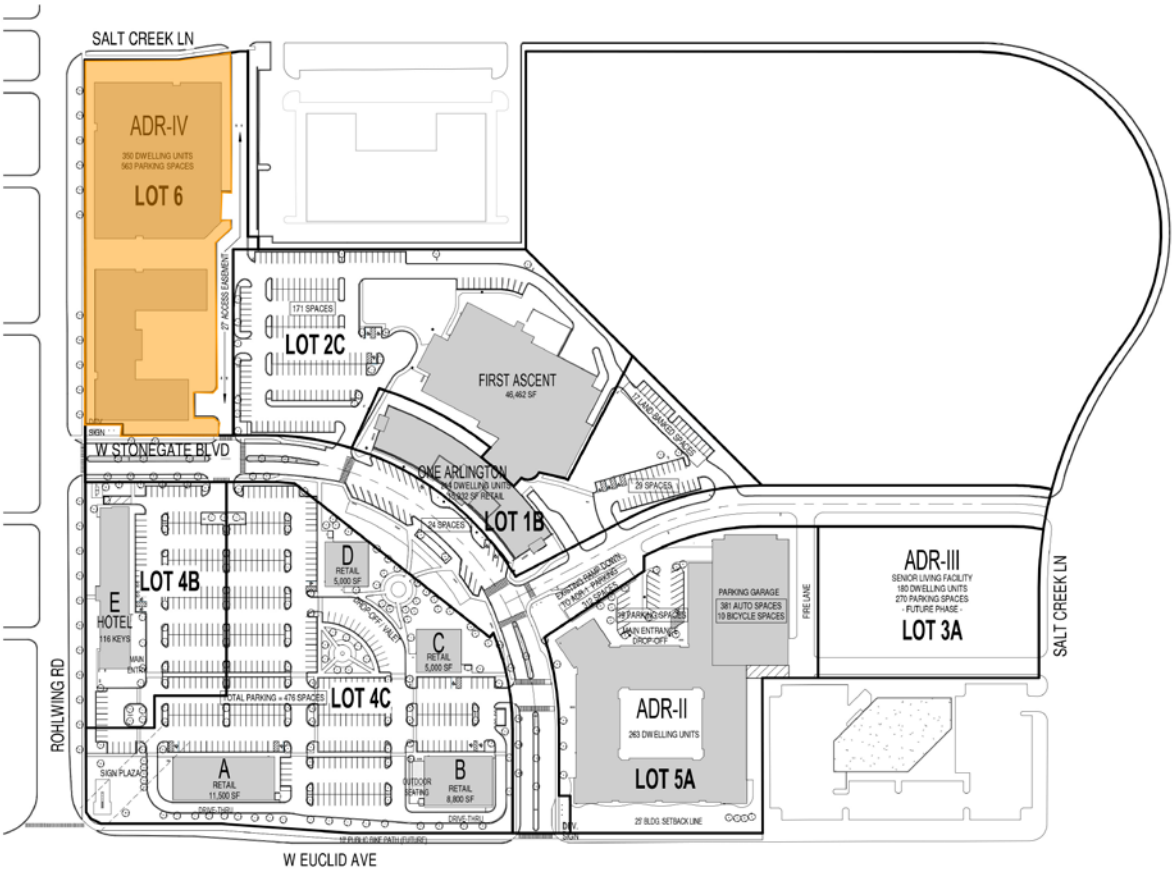
# EXHIBIT K

## Areas Restricted from Heavy Construction Traffic



# EXHIBIT L

## Depiction of Future Lot 6




OKW Architects

OKW ARCHITECTS
600 W. Jackson, Suite 250
Chicago, IL 60661

N

**MASTER SITE PLAN**
ARLINGTON DOWNS

10/22/2021 Project #: 16093

**CONSENT OF MORTGAGEE**
(LOT 1B)

WALKER DUNLOP, a Delaware limited liability company, as holder of a Multifamily Mortgage, Assignment of Rents and Security Agreement and Fixture Filing dated as of June 29, 2023 and recorded June 30, 2023 as Document No. 2318122033 (the "**Lot 1B Mortgage**"), hereby consents to the execution and recording of the Amended and Restated Declaration of Easements, Covenants and Restrictions (Arlington Downs) by Arlington Downs Residential, LLC, a Delaware limited liability company, and agrees that the Lot 1B Mortgage and the liens created thereunder are subject and subordinate thereto.

Dated: _____, 2023

**WALKER DUNLOP,**
a Delaware limited liability company

By: _____
Name: _____
Its: _____

STATE OF _____ )
) SS.
COUNTY OF _____ )

_____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____ being the _____ of WALKER DUNLOP, a limited liability company personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 2023.

_____
Notary Public

My Commission Expires: _____

**CONSENT OF MORTGAGEE**
(LOT 2A-2 AND LOT 16)

First Bank of Highland Park, an Illinois state chartered bank, as holder of a Mortgage, Security Agreement, Fixture Filing, and Assignment of Leases and Rents dated March 17, 2023 and recorded March 18, 2023 as Document No. 2207719007 (as the same may have been amended and/or assigned, the "**Lot 2A-2 and Lot 16 Mortgage**"), hereby consents to the execution and recording of the Amended and Restated Declaration of Easements, Covenants and Restrictions (Arlington Downs) by **SB ADR IV PROPERTY OWNER, LLC,** an Illinois limited liability company, and agrees that the Lot 2A-2 and Lot 16 Mortgage and the liens created thereunder are subject and subordinate thereto.

Dated: _____ ___, 2023

**FIRST BANK OF HIGHLAND PARK,**
an Illinois state chartered bank

By: _____
Name: _____
Its: _____

STATE OF ILLINOIS )
) SS.
COUNTY OF _____ )

_____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____ being the _____ of First Bank of Highland Park, an Illinois state chartered bank, personally known to me to be the same person whose name is subscribed to the foregoing instrument, 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 company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 2023.

_____
Notary Public

My Commission Expires: _____

**CONSENT OF MORTGAGEE**
(LOT 2A-1)

Citibank, N.A., as holder of a Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated effective as of December 1, 2020 and recorded January 8, 2021 as Document No. 2100834059 (as the same may have been amended and/or assigned, the "**Lot 2A-1 Mortgage**"), hereby consents to the execution and recording of the Amended and Restated Declaration of Easements, Covenants and Restrictions (Arlington Downs) by STORE Master Funding XVI, LLC, a Delaware limited liability company, and agrees that the Lot 2A-1 Mortgage and the liens created thereunder are subject and subordinate thereto.

Dated: _____, 2023

**CITIBANK, N.A.**

By: STORE Capital LLC, a Delaware limited liability company, formerly known as STORE Capital Corporation, a Maryland corporation, its attorney-in-fact pursuant to the Limited Power of Attorney from Citibank, N.A. dated February 3, 2023.

By: _____
Name: _____
Its: _____

STATE OF ARIZONA )
) SS.
COUNTY OF MARICOPA )

_____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____ being the _____ of STORE Capital, LLC, a Delaware limited liability company, formerly known as STORE Capital Corporation, a Maryland corporation, as attorney-in-fact pursuant to the Limited Power of Attorney from Citibank, N.A. dated February 3, 2023, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 2023.

_____
Notary Public

My Commission Expires: _____

**CONSENT OF MORTGAGEE**
(LOT 3A)

Signature Bank, an Illinois state chartered commercial bank, as holder of a Mortgage dated September 13, 2019 and recorded September 19, 2019, as Document No. 1926206019 (as the same may have been amended and/or assigned, the "**Lot 3A Mortgage**"), hereby consents to the execution and recording of the Amended and Restated Declaration of Easements, Covenants and Restrictions (Arlington Downs) by SB AD Residential II, LLC, a Delaware limited liability company, and agrees that the Lot 3A Mortgage and the liens created thereunder are subject and subordinate thereto.

Dated: _____ ___, 2023

**SIGNATURE BANK**,
an Illinois state chartered commercial bank

By: _____
Name: _____
Its: _____

STATE OF ILLINOIS )
) SS.
COUNTY OF COOK )

_____ , a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____ being the _____ of Signature Bank, an Illinois state chartered commercial bank, personally known to me to be the same person whose name is subscribed to the foregoing instrument, 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 company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this ___ day of _____, 2023.

_____
Notary Public

My Commission Expires: _____

**CONSENT OF MORTGAGEE**
(LOT 5A)

TPG RE FINANCE 11, LTD. an exempted company incorporated with limited liability under the laws of the Cayman Islands, as holder of Mortgage and Security Agreement dated November 30, 2021 and recorded December 2, 2021 as Document No. 2133628025 (the "**Lot 5A Mortgage**"), and agrees that the Lot 5A Mortgage and the liens created thereunder are subject and subordinate thereto.

Dated: _____, 2023

TPG RE FINANCE 11, LTD. an exempted company incorporated with limited liability under the laws of the Cayman Islands

By: _____
Name: _____
Its: _____

_____ )
) SS.
_____ _____ )

_____, a _____ in and for said _____, in the _____ aforesaid, do hereby certify that _____ being the _____ of TPG RE FINANCE 11, LTD. an exempted company incorporated with limited liability under the laws of the Cayman Islands, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.

GIVEN under my hand and Seal this _____ day of _____, 2023.

_____
Notary Public

My Commission Expires: _____

# ARLINGTON DOWNS FOUR

BEING A RESUBDIVISION OF LOTS 1A IN ARLINGTON DOWNS TWO, BEING A RESUBDIVISION OF LOTS 1, 2 AND 4 IN ARLINGTON DOWNS, BEING A PLANNED UNIT DEVELOPMENT OF PART OF THE NORTHWEST 1/4 OF SECTION 25 AND PART OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF RESUBDIVISION RECORDED OCTOBER 25, 2013 AS DOCUMENT NUMBER 1329839038, IN COOK COUNTY, ILLINOIS.

PROJECT BENCHMARK:
VILLAGE OF ARLINGTON HEIGHTS
MONUMENT "4A – KASPAR" BRONZE DISK
AT SOUTHWEST CORNER OF OAKTON
STREET & KASPAR AVE.
NAVD 1988 ELEVATION = 719.17

PINS OF PROPERTY INCLUDED IN THIS SUBDIVISION:
02-25-100-044
02-25-100-048
02-25-100-049
02-26-201-034
02-26-201-035
02-26-201-031

SITE IS IMPROVED WITH BUILDING AND PARKING LOT. NO IMPROVEMENTS SHOWN HEREON.

GRAPHIC SCALE
60' 0 30' 60' 120' 240'
( IN FEET )
1 inch = 60' ft.
1" = 60'
NORTH

| NUMBER | DISTANCE | BEARING (M) | BEARING (D) |
|---|---|---|---|
| L1 | 12.89 | S89°58'14"E | S89°53'23"E |
| L2 | 20.66 | S00°02'26"W | S00°07'17"W |
| L3 | 40.58 | N89°59'27"W | |
| L4 | 18.00 | N00°06'05"W | |
| L5 | 13.02 | S89°57'08"E | |
| L6 | 18.57 | S42°58'29"W | |
| L7 | 5.06 | N62°24'35"W | |
| L8 | 17.58 | N38°16'43"E | |
| L9 | 17.67 | S51°43'17"E | |
| L10 | 92.50 | N38°16'43"E | |
| L11 | 17.67 | N51°43'17"W | |
| L12 | 17.58 | N38°16'43"E | |
| L13 | 16.00 | N51°43'17"W | |
| L14 | 78.86 | S24°50'43"W | |
| L15 | 53.13 | S38°16'43"W | |

| NUMBER | ARC LENGTH | RADIUS | DELTA | CHORD LENGTH | CHORD BEARING |
|---|---|---|---|---|---|
| C1 | 4.70 | 3.00 | 89°47'56" | 4.24 | S45°04'16"E |
| C2 | 33.38 | 20.67 | 90°32'40" | 29.87 | N72°33'50"E |
| C3 | 44.61 | 214.00' | 11°56'34" | 44.53 | N84°01'10"E |
| C4 | 47.53' | 397.50' | 06°61'05" | 47.50' | N86°40'3"E |
| C5 | 25.17 | 397.50 | 03°37'41" | 25.17 | N85°03'50"W |
| C6 | 22.36 | 397.50 | 03°13'24" | 22.36 | N88°29'23"W |
| C7 | 77.57 | 472.50 | 09°24'21" | 77.48 | N85°23'54"W |
| C8 | 63.53 | 472.50 | 07°42'14" | 63.49 | N76°50'37"W |

NOTE:
THE PROPERTY IS SUBJECT TO AMENDED & RESTATED DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS (ARLINGTON DOWNS) DATED

THIS SUBDIVISION IS PART OF A LARGER DEVELOPMENT AND SOME EASEMENT NOTES DO IMPACT THIS LOT.
NOTE E1: PUBLIC UTILITY EASEMENT PER ARLINGTON PARK OFFICE CENTRE RECORDED MAY 23, 1980 AS DOCUMENT 25466742.

NOTE E7: ARLINGTON PARK OFFICE CENTER, RECORDED MAY 23, 1980 AS DOCUMENT 25466742 DEPICTS AN EASEMENT OR SETBACK LINE ALONG THE NORTH LINE OF LOT 16. THE RECORDED PLAT OF SUBDIVISION IS PARTIALLY ILLEGIBLE AND DOES NOT INCLUDE SUFFICIENT DIMENSIONS TO DEPICT EASEMENT. EASEMENT SHOWN HEREON IS FOR GRAPHICAL PURPOSES ONLY, AND SHOULD NOT BE RELIED UPON AS A FINAL LOCATION OF SAID EASEMENT / SETBACK LINE. REFER TO RECORD DOCUMENT FOR COMPLETE DETAILS.

BSL = BUILDING SETBACK LINE
PUDE = PUBLIC UTILITY AND DRAINAGE EASEMENT
PUE = PUBLIC UTILITY EASEMENT

SCHOOL LIMITS NOTE: THE LIMITS OF THE SCHOOL DISTRICTS ARE APPROXIMATE. THE LIMITS OF DISTRICTS AS SHOWN ON THEIR MAPS IS APPROXIMATE. NO LEGAL DESCRIPTION OR MATHEMATICAL INFORMATION IS PROVIDED TO DETERMINE EXACT LIMITS. REFER TO SCHOOL DISTRICTS FOR COMPLETE INFORMATION ON LIMITS.

THIS SUBDIVISION CREATES LOT 1B, OUTLOT 1C AND LOT 1D. THE LOT NUMBERING IS AN INTEGRAL PART OF A LARGER DEVELOPMENT. LOT NUMBERING HAS BEEN PROVIDED BY THE CLIENT.

SEE AREA SUMMARY ON SHEET 3

REVISED DATE: MARCH 17, 2023 (INCLUDED LOT 1D)
DATE: JANUARY 12, 2023 (LOTS 1B AND OUTLOT 1C ONLY)(230406)
ORDER NO: 220843
PROJ. NO: 1300.1
FOR: STONELEIGH COMPANIES, LLC
PROJ. NAME: ARLINGTON DOWNS
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Professional Design Firm Registration #184-002793.

SHEET 1 OF 4
PRIOR TO SUBDIVISION

PREPARED BY:
TFW SURVEYING & MAPPING LLC
LAND SURVEYING · TOPOGRAPHIC MAPPING · CONSTRUCTION LAYOUT
1761 DILLEYS ROAD · SUITE 105 · GURNEE, ILLINOIS 60031
847-548-6600 FAX 548-6699
info@tfwsurvey.com www.tfwsurvey.com

# ARLINGTON DOWNS FOUR

BEING A RESUBDIVISION OF LOTS 1A IN ARLINGTON DOWNS TWO, BEING A RESUBDIVISION OF LOTS 1, 2 AND 4 IN ARLINGTON DOWNS, BEING A PLANNED UNIT DEVELOPMENT OF PART OF THE NORTHWEST 1/4 OF SECTION 25 AND PART OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF RESUBDIVISION RECORDED OCTOBER 25, 2013 AS DOCUMENT NUMBER 1329839038, IN COOK COUNTY, ILLINOIS.

PROJECT BENCHMARK:
VILLAGE OF ARLINGTON HEIGHTS
MONUMENT "4A – KASPAR" BRONZE DISK
AT SOUTHWEST CORNER OF OAKTON
STREET & KASPAR AVE.
NAVD 1988 ELEVATION = 719.17

*ELEVATION OF 729.3 BASED ON PROPOSED TOP OF PARKING GARAGE AS PROVIDED TO TFW SURVEYING & MAPPING. TOP OF PARKING GARAGE NOT VISIBLE OR ACCESSIBLE FOR MEASUREMENTS.

SITE IS IMPROVED WITH BUILDING AND PARKING LOT. NO IMPROVEMENTS SHOWN HEREON.

LIMITS OF LOT 1B
SEE DETAIL V1 FOR ALL DIMENSIONS ON THE VERTICAL LIMITS OF LOT 1B AND INCLUDED IN OUTLOT 1C AND LOT 1D

LIMITS OF LOT 1B BELOW AN ELEVATION OF 729.3*
(PROPERTY EXCLUDED FROM LOT 1D)

LIMITS OF OUTLOT 1D ABOVE AN ELEVATION OF 729.3*
(PROPERTY EXCLUDED FROM LOT 1B)

DETAIL V1

DETAIL V2

GRAPHIC SCALE
( IN FEET )
1 inch = 60' ft.
1" = 60'

| NUMBER | DISTANCE | BEARING (M) | BEARING (D) |
|---|---|---|---|
| L1 | 12.89 | S89°58'14"E | S89°53'23"E |
| L2 | 20.66 | S00°02'26"W | S00°07'17"W |
| L3 | 40.58 | N89°59'27"W | |
| L4 | 18.00 | N00°06'05"W | |
| L5 | 13.02 | S89°57'08"E | |
| L6 | 18.57 | S42°58'29"W | |
| L7 | 5.06 | N62°24'35"W | |
| L8 | 17.58 | N38°16'43"E | |
| L9 | 17.67 | S51°43'17"E | |
| L10 | 92.50 | N38°16'43"E | |
| L11 | 17.67 | N51°43'17"W | |
| L12 | 17.58 | N38°16'43"E | |
| L13 | 16.00 | N51°43'17"W | |
| L14 | 78.86 | S24°50'43"W | |
| L15 | 53.13 | S38°16'43"W | |

| NUMBER | ARC LENGTH | RADIUS | DELTA | CHORD LENGTH | CHORD BEARING |
|---|---|---|---|---|---|
| C1 | 4.70 | 3.00 | 89°47'56" | 4.24 | S45°04'16"E |
| C2 | 33.38 | 20.67 | 90°32'40" | 29.87 | N72°33'50"E |
| C3 | 44.61 | 214.00' | 11°56'34" | 44.53 | N84°01'10"E |
| C4 | 47.53' | 397.50' | 06°51'05" | 47.50' | N86°40'3"E |
| C5 | 25.17 | 397.50 | 03°37'41" | 25.17 | N85°03'50"W |
| C6 | 22.36 | 397.50 | 03°13'24" | 22.36 | N88°29'23"W |
| C7 | 77.57 | 472.50 | 09°24'21" | 77.48 | N85°23'54"W |
| C8 | 63.53 | 472.50 | 07°42'14" | 63.49 | N76°50'37"W |

NOTE:
THE PROPERTY IS SUBJECT TO AMENDED & RESTATED DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS (ARLINGTON DOWNS) DATED

THIS SUBDIVISION IS PART OF A LARGER DEVELOPMENT AND SOME EASEMENT NOTES DO IMPACT THIS LOT.
NOTE E1: PUBLIC UTILITY EASEMENT PER ARLINGTON PARK OFFICE CENTRE RECORDED MAY 23, 1980 AS DOCUMENT 25466742.

NOTE E7: ARLINGTON PARK OFFICE CENTER, RECORDED MAY 23, 1980 AS DOCUMENT 25466742 DEPICTS AN EASEMENT OR SETBACK LINE ALONG THE NORTH LINE OF LOT 16. THE RECORDED PLAT OF SUBDIVISION IS PARTIALLY ILLEGIBLE AND DOES NOT INCLUDE SUFFICIENT DIMENSIONS TO DEPICT EASEMENT. EASEMENT SHOWN HEREON IS FOR GRAPHICAL PURPOSES ONLY, AND SHOULD NOT BE RELIED UPON AS A FINAL LOCATION OF SAID EASEMENT / SETBACK LINE. REFER TO RECORD DOCUMENT FOR COMPLETE DETAILS.

BSL = BUILDING SETBACK LINE
PUDE = PUBLIC UTILITY AND DRAINAGE EASEMENT
PUE = PUBLIC UTILITY EASEMENT

SCHOOL LIMITS NOTE: THE LIMITS OF THE SCHOOL DISTRICTS ARE APPROXIMATE. THE LIMITS OF DISTRICTS AS SHOWN ON THEIR MAPS IS APPROXIMATE. NO LEGAL DESCRIPTION OR MATHEMATICAL INFORMATION IS PROVIDED TO DETERMINE EXACT LIMITS. REFER TO SCHOOL DISTRICTS FOR COMPLETE INFORMATION ON LIMITS.

THIS SUBDIVISION CREATES LOT 1B, OUTLOT 1C AND LOT 1D. THE LOT NUMBERING IS AN INTEGRAL PART OF A LARGER DEVELOPMENT. LOT NUMBERING HAS BEEN PROVIDED BY THE CLIENT.

SEE AREA SUMMARY ON SHEET 3

REVISED DATE: AUGUST 7, 2023 (VILLAGE COMMENTS 8/2/23)
REVISED DATE: MARCH 17, 2023 (INCLUDED LOT 1D)
DATE: JANUARY 12, 2023 (LOTS 1B AND OUTLOT 1C ONLY)(230406)
ORDER NO: 220843
PROJ. NO: 1300.1
FOR: STONELEIGH COMPANIES, LLC
PROJ. NAME: ARLINGTON DOWNS

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Professional Design Firm Registration #184–002793.



PREPARED BY:
TFW SURVEYING & MAPPING LLC
LAND SURVEYING · TOPOGRAPHIC MAPPING · CONSTRUCTION LAYOUT
1751 DILLEYS ROAD · SUITE 105 · GURNEE, ILLINOIS 60031
847-548-6600 FAX 548-6699
info@tfwsurvey.com www.tfwsurvey.com

## VILLAGE COLLECTOR CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I DO HEREBY CERTIFY THAT THERE ARE NO DEFERRED SPECIAL ASSESSMENTS OR UNPAID CURRENT ASSESSMENTS DUE AGAINST THE LAND INCLUDED IN THE ABOVE PLAT.

DATED THIS ___ DAY OF _____, A.D. 202__.

_____
VILLAGE COLLECTOR

## VILLAGE PLAN COMMISSION & VILLAGE BOARD CERTIFICATE AND DIRECTOR OF ENGINEERING

STATE OF ILLINOIS)
COUNTY OF COOK) SS

UNDER THE AUTHORITY PROVIDED BY 65 ILCS 5/11-12 AS AMENDED BY THE STATE LEGISLATURE OF THE STATE OF ILLINOIS AND ORDINANCE ADOPTED BY THE VILLAGE BOARD OF THE VILLAGE OF ARLINGTON HEIGHTS, ILLINOIS, THIS PLAT WAS GIVEN APPROVAL BY THE VILLAGE OF ARLINGTON HEIGHTS AND MUST BE RECORDED WITHIN SIX MONTHS OF THE DATE OF APPROVAL BY THE VILLAGE BOARD, OTHERWISE IT IS NULL AND VOID.

APPROVED BY THE PLAN COMMISSION AT A MEETING HELD

THIS _____ DAY OF _____, A.D. 202____.

_____
CHAIRMAN

_____
SECRETARY

APPROVED BY THE VILLAGE BOARD OF TRUSTEES AT A MEETING HELD

THIS _____ DAY OF _____, A.D. 202____.

_____
PRESIDENT

_____
VILLAGE CLERK

APPROVED BY THE DIRECTOR OF ENGINEERING

THIS _____ DAY OF _____, A.D. 202____.

_____
VILLAGE ENGINEER

NOTE 1: ARLINGTON DOWNS TWO RECORDED OCTOBER 25, 2013 AS DOCUMENT 1329839038 DEPICTS EASEMENTS AND BUILDING SETBACK LINES CREATED BY ARLINGTON PARK OFFICE CENTER (RECORDED MAY 23, 1980 AS DOCUMENT 25466742). THE EASEMENTS AND BUILDING SETBACK LINES AFFECT SUBJECT PROPERTY. EASEMENTS AND BUILDING SETBACK LINES (AS STILL EXISTING) ARE SHOWN HEREON. NO NEW EASEMENTS OR BUILDING SETBACK LINES WERE CREATED PER ARLINGTON DOWNS TWO.
ARLINGTON DOWNS RECORDED JANUARY 3, 2013 AS DOCUMENT 1300334039 DEPICTS EASEMENTS AND BUILDING SETBACK LINES CREATED BY ARLINGTON PARK OFFICE CENTER (RECORDED MAY 23, 1980 AS DOCUMENT 25466742). THE EASEMENTS AND BUILDING SETBACK LINES AFFECT SUBJECT PROPERTY. EASEMENTS AND BUILDING SETBACK LINES (AS STILL EXISTING) ARE SHOWN HEREON. NO NEW EASEMENTS OR BUILDING SETBACK LINES WERE CREATED PER ARLINGTON DOWNS.
ARLINGTON PARK OFFICE CENTRE RECORDED MAY 23, 1980, AS DOCUMENT 25466742 DEPICTS EASEMENTS AND BUILDING SETBACK LINES THE EASEMENTS AND BUILDING SETBACK LINES AFFECT SUBJECT PROPERTY. EASEMENTS AND BUILDING SETBACK LINES (AS STILL EXISTING) ARE SHOWN HEREON.
NOTE 2: DOCUMENT 1221210141, RECORD JULY 30, 2012 GRANTS EASEMENTS. DOCUMENT IS PARTIALLY ILLEGIBLE. DOCUMENT DOES NOT CONTAIN A LEGAL DESCRIPTION OR MATHEMATICAL LOCATION OF EASEMENT. AFFECTS THE SUBJECT PROPERTY, BUT EASEMENT CANNOT BE PLOTTED HEREON.
NOTE 3: DOCUMENT 1410049002 AFFECTS THE SUBJECT PROPERTY, BUT IS NOT PLOTTABLE.
NOTE 4: ONLY RECORDED EASEMENTS AND SETBACKS ARE SHOWN HEREON (ZONING SETBACKS ARE INCLUDED, BUT NOTED AS ZONING SETBACKS).

## EASEMENT PROVISIONS

NO NEW EASEMENTS GRANTED PER THIS PLAT.

## DEED DEDICATION NOTE

NO DEDICATIONS OR NEW EASEMENTS ARE GRANTED PER THIS PLAT.

## TITLE COMMITMENT NOTES

TITLE COMMITMENT NOTES:
(TITLE COMMITMENT INCLUDES ADDITIONAL PROPERTY THAT IS NOT SURVEYED HEREON.)
THIS SURVEY REFLECTS CERTAIN MATTERS OF TITLE AS INDICATED WITHIN:
CHICAGO TITLE INSURANCE COMPANY ALTA OWNER'S POLICY OF TITLE INSURANCE
COMMITMENT NO. 22007423WF COMMITMENT DATE: JUNE 13, 2022
PIN AS LISTED IN TITLE COMMITMENT: 02-25-100-036-0000, 02-25-100-044-0000, 02-25-100-048-0000, 02-25-100-049-0000, 02-26-201-029-0000, 02-26-201-030-0000, 02-26-201-031-0000, 02-26-201-034-0000 & 02-26-201-035-0000
THIS PROPERTY MAY BE SUBJECT TO COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED WITHIN:
[CTIC X #25] DOCUMENT 1316322014, RECORDED JUNE 12, 2013 & DOCUMENT 1829506233, RECORDED OCTOBER 22, 2018 (DECLARATION OF EASEMENT – NOT PLOTTABLE)
[CTIC Y #26] DOCUMENTS 1329839038, 1300334039 AND 25466742 (SUBDIVISIONS – SEE NOTE 1 AND NOTE E1)
[CTIC Z #27] DOCUMENTS 1329839038, 1300334039 AND 25466742 (SUBDIVISIONS – SEE NOTE 1 AND NOTE E1)
[CTIC AA #28] DOCUMENT 1221210141, RECORDED JULY 30, 2012 (WIRELESS COMMUNICATION EASEMENT – NOT PLOTTABLE)
[CTIC AB #29] DOCUMENT 25466742, RECORDED MAY 23, 1980 (SUBDIVISION – SHOWN ON PLAT) 25591285, 1316322014, 1316322015 AND 1316322016 (EASEMENTS TERMS, PROVISIONS AND CONDITIONS – NOT PLOTTABLE)
[CTIC AF #33] DOCUMENT 1711622050, RECORDED APRIL 26, 2017 (EASEMENTS – SHOWN ON PLAT)
[CTIC AH #35] DOCUMENT 1901616080, RECORDED JANUARY 16, 2019 (EASEMENT – NOT PLOTTABLE, REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS)
[CTIC AI #36] DOCUMENT 2100834061, RECORDED JANUARY 8, 2021 (ACCESS EASEMENT AGREEMENT – EASEMENT IN DOCUMENT CANNOT BE MATHEMATICALLY RECREATED – NOT SHOWN HEREON)
[CTIC AJ #37] DOCUMENT 2100834062, RECORDED JANUARY 8, 2021 (ACCESS EASEMENT AGREEMENT – EASEMENT IN DOCUMENT CANNOT BE MATHEMATICALLY RECREATED – NOT SHOWN HEREON)
[CTIC BZ #38] DOCUMENT 2100834063, RECORDED JANUARY 8, 2021 (ACCESS EASEMENT AGREEMENT – EASEMENT IN DOCUMENT CANNOT BE MATHEMATICALLY RECREATED – NOT SHOWN HEREON)
[CTIC AL #39] DOCUMENT 24993673, RECORDED JUNE 7, 1979 (ESTOPPEL AGREEMENT – NOT PLOTTABLE)
DOCUMENT 25466763, RECORDED MAY 23, 1980 (ESTOPPEL AGREEMENT – NOT PLOTTABLE)
[CTIC AM #40] DOCUMENT 25479286, RECORDED JUNE 6, 1980 (DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS – NOT PLOTTABLE)
DOCUMENT 25930872, RECORDED JULY 8, 1981 (ASSIGNMENT OF RIGHTS – NOT PLOTTABLE)
DOCUMENT 27310484, RECORDED OCTOBER 25, 1984 (FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS – NOT PLOTTABLE)
[CTIC AN #41] DOCUMENT 27091940 (EASEMENT – NOT PLOTTABLE)
[CTIC AP #42] DOCUMENT 25466742, RECORDED MAY 23, 1980 (SUBDIVISION – SHOWN ON PLAT)
[CTIC AR #43] DOCUMENT 1631257129, RECORDED NOVEMBER 7, 2016 (MEMORANDUM OF DEVELOPMENT SERVICES AGREEMENT – NOT PLOTTABLE)
DOCUMENT 1631257130, RECORDED NOVEMBER 7, 2016 (MEMORANDUM OF DEVELOPMENT SERVICES AGREEMENT – NOT PLOTTABLE)
[CTIC AS #44] DOCUMENT 1816413014, RECORDED JUNE 13, 2018 (ORDINANCE – NOT PLOTTABLE)
[CTIC AU #45] DOCUMENT 1208229038, RECORDED MARCH 22, 2012 (ORDINANCE – NOT PLOTTABLE)
[CTIC AZ #46] DOCUMENT 24785936, RECORDED JANUARY 2, 1979 (UTILITY EASEMENT AGREEMENT – NOT PLOTTABLE)
THE PLAT OF SAID PROPERTY WAS RECORDED AS DOCUMENT 25466742, RECORDED MAY 23, 1980 (SUBDIVISION – SHOWN ON PLAT)
[CTIC BC #47] DOCUMENT 1829506230, RECORDED OCTOBER 22, 2018 (DECLARATION OF COVENANTS – NOT PLOTTABLE)
[CTIC BD #48] DOCUMENT 1316322014, RECORDED JUNE 12, 2013 (EASEMENT – SEE NOTE E4)
AMENDED BY DOCUMENT 1829506233, RECORDED OCTOBER 22, 2018 (DECLARATION – NOT PLOTTABLE)
[CTIC BY #50] DOCUMENT 2100815095, RECORDED JANUARY 8, 2021 (AGREEMENT – NOT PLOTTABLE)
[CTIC CA #50] DOCUMENT 2127757010, RECORDED OCTOBER 4, 2021 (WATERSHED MANAGEMENT– NOT PLOTTABLE)

NOTE E1: DOCUMENT 25591285, RECORDED SEPTEMBER 19, 1980 IS A DECLARATION OF EASEMENTS. THE EASEMENT LOCATIONS LISTED IN SAID DOCUMENT WERE PREVIOUSLY CREATED BY ARLINGTON PARK OFFICE CENTRE, RECORDED MAY 23, 1980 AS DOCUMENT 25466742.

NOTE E2: INTENTIONALLY OMITTED.

NOTE E3: PUBLIC UTILITY EASEMENT PER ARLINGTON PARK OFFICE CENTRE RECORDED MAY 23, 1980 AS DOCUMENT 25466742.

NOTE E4: DOCUMENT 1316322014 RECORDED JUNE 12, 2013 CREATES "A NON-EXCLUSIVE EASEMENT FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS, DRIVEWAYS, PARKING, UTILITIES AND SIGNS AS CREATED BY DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS." THE DOCUMENT DOES NOT CONTAIN A LEGAL DESCRIPTION OR A MATHEMATICAL LOCATION OF THE EASEMENT. EASEMENT AFFECTS PROPERTY BUT CANNOT BE PLOTTED.

NOTE E5: DOCUMENT 1316322015 RECORDED JUNE 12, 2013 CREATES A TEMPORARY CONSTRUCTION EASEMENT. EASEMENT IS BLANKET IN NATURE AND CANNOT BE PLOTTED.

NOTE E6: DOCUMENT 1316322016 RECORDED JUNE 12, 2013 CREATES AN EASEMENT FOR PARTY WALL. EASEMENT AFFECTS PROPERTY BUT CANNOT BE PLOTTED. THE LOCATION OF THE SUBJECT PARTY WALL IS LABELED HEREON.

# ARLINGTON DOWNS FOUR

BEING A RESUBDIVISION OF LOTS 1A IN ARLINGTON DOWNS TWO, BEING A RESUBDIVISION OF LOTS 1, 2 AND 4 IN ARLINGTON DOWNS, BEING A PLANNED UNIT DEVELOPMENT OF PART OF THE NORTHWEST 1/4 OF SECTION 25 AND PART OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF RESUBDIVISION RECORDED OCTOBER 25, 2013 AS DOCUMENT NUMBER 1329839038, IN COOK COUNTY, ILLINOIS.

## SURVEYOR'S DESIGNATION OF RECORDING

STATE OF ILLINOIS)
COUNTY OF LAKE) SS

I, JAMES P. MEIER, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF ILLINOIS, HEREBY

DESIGNATE _____ OF VILLAGE CLERK'S OFFICE IN THE VILLAGE OF ARLINGTON HEIGHTS, ILLINOIS TO RECORD THIS SUBDIVISION PLAT WITH THE COOK COUNTY RECORDER OF DEEDS. THIS DESIGNATION IS GRANTED UNDER THE RIGHT TO DESIGNATE SUCH RECORDING UNDER CHAPTER 109, SECTION 2 OF THE ILLINOIS REVISED STATUTES. AS A CONDITION OF THIS GRANT, SAID DESIGNEE IS HEREBY REQUIRED TO PROVIDE TO THIS SURVEYOR, A CERTIFIED COPY OF SAID PLAT, IMMEDIATELY UPON RECORDING OF SAME. RECEIPT OF SAID CERTIFIED COPY WILL SERVE AS NOTICE TO THE SURVEYOR THAT THE PLAT HEREON DRAWN HAS BEEN RECORDED.

DATED THIS 3rd DAY OF AUGUST, A.D. 2022.

_____
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3295
LICENSE EXPIRES NOVEMBER 30, 2024

## SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF LAKE) SS)

I, JAMES P. MEIER, ILLINOIS PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY

THAT I HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY TO-WIT:

LOT 1A IN ARLINGTON DOWNS TWO, BEING A RESUBDIVISION OF LOTS 1, 2 AND 4 IN ARLINGTON DOWNS, BEING A PLANNED UNIT DEVELOPMENT OF PART OF THE NORTHWEST 1/4 OF SECTION 25 AND PART OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF RESUBDIVISION RECORDED OCTOBER 25, 2013 AS DOCUMENT NUMBER 1329839038, IN COOK COUNTY, ILLINOIS.

AND THAT THE PLAT HEREON DRAWN IS A REPRESENTATION OF SAID SURVEY AND SUBDIVISION. DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

I FURTHER CERTIFY THAT THE LAND INCLUDED BY SAID SURVEY IS WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF ARLINGTON HEIGHTS.

I FURTHER CERTIFY THAT THE PROPERTY SHOWN HEREON FALLS PARTIALLY WITHIN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN), AS PER MY REVIEW OF THE NATIONAL FLOOD INSURANCE PROGRAM – FLOOD INSURANCE RATE MAP: COMMUNITY PANEL NUMBER 17031C0184 J EFFECTIVE DATE AUGUST 19, 2008

I FURTHER CERTIFY THAT UPON RECORDATION OF THIS PLAT, A MINIMUM OF TWO (2) CONCRETE MONUMENTS WILL BE SET IN PLACE. IN ADDITION, IRON PIPE SURVEY MONUMENTS WILL BE SET AT ALL SUBDIVISION UNIT EXTERIOR BOUNDARY CORNERS. LASTLY, WITHIN 12 MONTHS OF THE DATE OF RECORDING OF THIS PLAT, ALL INTERIOR LOT CORNERS WILL BE STAKED WITH IRON PIPE SURVEY MONUMENTS.
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

CERTIFIED AT GRAYSLAKE, ILLINOIS THIS 3rd DAY OF AUGUST, A.D. 2022.

JAMES P. MEIER 035-3295 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS GURNEE, IL

_____
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3295
LICENSE EXPIRES NOVEMBER 30, 2024

### AREA SUMMARY (PRIOR TO SUBDIVISION)

| | | | |
|---|---|---|---|
| LOT 1A | 256,108 | SQ. FT. | 5.8794 ACRES |
| TOTAL SUBDIVIDED | 256,108 | SQ. FT. | 5.8794 ACRES |

### AREA SUMMARY (AS SUBDIVIDED)

| | | | |
|---|---|---|---|
| LOT 1B** | 86,266 | SQ. FT. | 1.9803 ACRES |
| OUTLOT 1C** | 167,690 | SQ. FT. | 3.8497 ACRES |
| OUTLOT 1D** | 2,152 | SQ. FT. | 0.0494 ACRES |
| TOTAL SUBDIVIDED | 256,108 | SQ. FT. | 5.8794 ACRES |

**TOTAL SUBDIVIDED LOT 1B AND OUTLOT 1C SHARE COINCIDENT SPACE OF 51,764 SQ. FT. LOT 1B IS BELOW ELEVATION 729.3 AND OUTLOT 1C IS ABOVE ELEVATION 729.3.

**TOTAL SUBDIVIDED LOT 1B AND LOT 1D SHARE COINCIDENT SPACE OF 2,152 SQ. FT. LOT 1B IS BELOW ELEVATION 729.3 AND OUTLOT 1D IS ABOVE ELEVATION 729.3.

SEND TAX BILL:
NAME: STONELEIGH COMPANIES
ADDRESS: 760 W. MAIN ST, SUITE 140
ADDRESS: BARRINGTON, IL 60010

RETURN PLAT TO:
NAME: VILLAGE OF ARLINGTON HEIGHTS
ADDRESS: 33 S. ARLINGTON HEIGHTS ROAD
ADDRESS: ARLINGTON HEIGHTS, IL 60005

REVISED DATE: AUGUST 7, 2023 (VILLAGE COMMENTS 8/2/23)
REVISED DATE: MARCH 17, 2023 (INCLUDED LOT 1D)
DATE: JANUARY 12, 2023 (LOTS 1B AND OUTLOT 1C ONLY)(230406)
ORDER NO: 220843
PROJ. NO: 1300.1
FOR: STONELEIGH COMPANIES, LLC
PROJ. NAME: ARLINGTON DOWNS
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Professional Design Firm Registration #184-002793.

SHEET 3 OF 4
CERTIFICATES

PREPARED BY:
TFW SURVEYING & MAPPING UNLIMITED
LAND SURVEYING · TOPOGRAPHIC MAPPING · CONSTRUCTION LAYOUT
1761 DILLEYS ROAD · SUITE 105 · GURNEE, ILLINOIS 60031
847-548-6600 FAX 548-6699
info@tfwsurvey.com www.tfwsurvey.com

# ARLINGTON DOWNS FOUR

BEING A RESUBDIVISION OF LOTS 1A IN ARLINGTON DOWNS TWO, BEING A RESUBDIVISION OF LOTS 1, 2 AND 4 IN ARLINGTON DOWNS, BEING A PLANNED UNIT DEVELOPMENT OF PART OF THE NORTHWEST 1/4 OF SECTION 25 AND PART OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF RESUBDIVISION RECORDED OCTOBER 25, 2013 AS DOCUMENT NUMBER 1329839038, IN COOK COUNTY, ILLINOIS.

## SIGNATURE FOR OWNER PART OF LOT 1A (WILL BE LOT 1B POST-PLAT)

The undersigned, not personally but as the Owner of Part of Lot 1A, does hereby certify that it is title holder of the property described hereon and that it has caused the same to be surveyed and platted as shown hereon, for the uses and purposes herein set forth and does hereby acknowledge and accept the same under the style and title hereon shown.

ARLINGTON DOWNS RESIDENTIAL, LLC, DELAWARE LIMITED LIABILITY COMPANY

By: _____
Name: RICHARD F. CAVENAUGH
Title: Authorized Signatory

STATE OF _____)
) SS
COUNTY OF _____)

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that RICHARD F. CAVENAUGH, personally known to me to be the Authorized Signatory of ARLINGTON DOWNS RESIDENTIAL, LLC, DELAWARE LIMITED LIABILITY COMPANY, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, 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 the limited liability company for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 20__.

_____
Notary Public

My commission expires: _____

## SIGNATURE FOR OWNER PART OF LOT 1A (WILL BE OUTLOT 1C POST-PLAT)

The undersigned, not personally but as the Owner of Part of Lot 1A, does hereby certify that it is title holder of the property described hereon and that it has caused the same to be surveyed and platted as shown hereon, for the uses and purposes herein set forth and does hereby acknowledge and accept the same under the style and title hereon shown.

ARLINGTON DOWNS MASTER ASSOCIATION, AN ILLINOIS NOT-FOR-PROFIT CORPORATION

By: _____
Name: RICHARD F. CAVENAUGH
Title: Authorized Signatory

STATE OF _____)
) SS
COUNTY OF _____)

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that RICHARD F. CAVENAUGH, personally known to me to be the Authorized Signatory of ARLINGTON DOWNS MASTER ASSOCIATION, AN ILLINOIS NOT-FOR-PROFIT CORPORATION, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, 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 the limited liability company for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 20__.

_____
Notary Public

My commission expires: _____

## SIGNATURE FOR OWNER PART OF LOT 1A (WILL BE OUTLOT 1D POST-PLAT)

The undersigned, not personally but as the Owner of Part of Lot 1A, does hereby certify that it is title holder of the property described hereon and that it has caused the same to be surveyed and platted as shown hereon, for the uses and purposes herein set forth and does hereby acknowledge and accept the same under the style and title hereon shown.

ARLINGTON DOWNS MASTER ASSOCIATION, AN ILLINOIS NOT-FOR-PROFIT CORPORATION

By: _____
Name: RICHARD F. CAVENAUGH
Title: Authorized Signatory

STATE OF _____)
) SS
COUNTY OF _____)

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that RICHARD F. CAVENAUGH, personally known to me to be the Authorized Signatory of ARLINGTON DOWNS MASTER ASSOCIATION, AN ILLINOIS NOT-FOR-PROFIT CORPORATION, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, 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 the limited liability company for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 20__.

_____
Notary Public

My commission expires: _____

## SCHOOL DISTRICT BOUNDARY STATEMENT

THE UNDERSIGNED, BEING DULY SWORN, UPON HIS/HER OATH DEPOSES AND STATES AS FOLLOWS:

(1) THAT HE/SHE IS THE OWNER OF THE PROPERTY LEGALLY DESCRIBED ON A PROPOSED PLAT OF SUBDIVISION SUBMITTED TO THE VILLAGE FOR APPROVAL, WHICH LEGAL DESCRIPTION IS ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN; AND

(2) TO THE BEST OF THE OWNER'S KNOWLEDGE, THE SCHOOL DISTRICTS IN WHICH EACH TRACT, PARCEL, LOT OR BLOCK OF THE PROPOSED SUBDIVISION LIES ARE:

| SCHOOL DISTRICT NAME | ADDRESS |
|---|---|
| COMMUNITY CONSOLIDATED SCHOOL DISTRICT 15 | 580 NORTH 1ST BANK DRIVE<br>PALATINE, IL 60067-8110 |
| TOWNSHIP HIGH SCHOOL DISTRICT #214 | 2121 S. GOEBBERT ROAD<br>ARLINGTON HEIGHTS, IL 60005 |
| HARPER COMMUNITY COLLEGE DISTRICT #512 | 1200 W. ALGONQUIN ROAD<br>PALATINE, IL 60067 |
| SCHOOL DISTRICT NAME (PIN 02-26-201-027) | ADDRESS |
| COMMUNITY CONSOLIDATED SCHOOL DISTRICT 15 | 580 NORTH 1ST BANK DRIVE<br>PALATINE, IL 60067-8110 |
| PALATINE TOWNSHIP HIGH SCHOOL 211 | 1750 SOUTH ROSELLE ROAD<br>PALATINE, ILLINOIS |

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

BY: ARLINGTON DOWNS RESIDENTIAL, LLC
NAME AND TITLE: RICHARD F. CAVENAUGH, PRESIDENT
OWNER LOT 1A
SEE NOTARY CERTIFICATE FOR OWNERS TO LEFT

REVISED DATE: AUGUST 7, 2023 (VILLAGE COMMENTS 8/2/23)
REVISED DATE: MARCH 17, 2023 (INCLUDED LOT 1D)
DATE: JANUARY 12, 2023 (LOTS 1B AND OUTLOT 1C ONLY)(230406)
ORDER NO: 220843
PROJ. NO: 1300.1
FOR: STONELEIGH COMPANIES, LLC
PROJ. NAME: ARLINGTON DOWNS

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Professional Design Firm Registration #184-002793.

SHEET 4 OF 4
OWNERSHIP CERTIFICATES

PREPARED BY:
TFW SURVEYING & MAPPING LLC
LAND SURVEYING · TOPOGRAPHIC MAPPING · CONSTRUCTION LAYOUT
1761 DILLEYS ROAD · SUITE 105 · GURNEE, ILLINOIS 60031
847-548-6600 FAX 548-6699
info@tfwsurvey.com www.tfwsurvey.com

# Memorandum

ERIKSSON ENGINEERING ASSOCIATES, LTD.

TO: Andrew Rodriguez
Stoneleigh Companies LLC

FROM: Stephen B. Corcoran, P.E., PTOE
Director of Traffic Engineering

DATE: August 4, 2023

RE: Lots 1A and 2A
Parking Surveys and Traffic Review
Arlington Heights, Illinois

Eriksson Engineering Associates, Ltd. (EEA) was retained by the Stoneleigh Companies to conduct parking surveys at Lots 1A and 2A within the Arlington Downs Planned Unit Development (PUD) to verify their parking usage and adequacy. This report presents a summary of the parking surveys and compares them to the Village of Arlington Heights Zoning Code requirements, previous studies, and the shared parking analyses. A copy of the previous parking survey from 2018 for just One Arlington and 25N Coworking is provided in the **Appendix** for reference.

EEA also reviewed the continuing need for a provision in the PUD to fund a future traffic signal installation at Stonegate Boulevard and Euclid Avenue and a southbound right-turn lane on Rohlwing Road at Euclid Avenue.

**Parking Surveys**

Parking surveys were conducted from 6:00 AM to Midnight on Friday, June 16th and Saturday, June 17th, 2023 at the parking areas within Arlington Downs. These areas are:

1. First Ascent and Office Parking Lot – Includes area west of the building for 25N Coworking, Chamber of Commerce office, and First Ascent with 171 spaces. There are an additional 11 land banked spaces bringing the total to 182 spaces.
2. Front Parking Lot – Twenty-four on-street parking spaces in front of the building.
3. Side Parking Lot – Thirty-two spaces in the surface lot east of the building. Previous plans show this lot could be expanded to 72 spaces in the future.
4. Temporary Parking Lot – Older parking field southwest of the ONE Arlington to be removed when the retail/hotel parcel develops.
5. ONE Arlington Parking Garage – 312 spaces in a two-level underground parking garage.
6. Payton Place Surface Lot – Twenty surface spaces at the entrance to the building.
7. Payton Place Garage – These spaces were not counted due to lack of access.

The raw parking data is summarized in the **Appendix.** This data was adjusted to reflect a small number of vacant apartments at ONE Arlington and vacant office space at 25N Coworking and First Ascent. **Table 1** shows the number of vehicles parked on-site during the survey periods by location and the totals of the residential and First Ascent/office parking. Cars parked in the First Ascent/Office parking lot overnight and before their opening hours or after closure were assumed to be apartment residents.

ONE ARLINGTON had 208 occupied apartments out of 214 available units (97%). The peak demand occurred a midnight on both days on Friday with 269 vehicles on-site (1.293 vehicles per occupied unit). The total included parked vehicles in the First Ascent/office lot assuming they are residential vehicles since

First Ascent closes at 10 PM on Friday. The parking ratio is eleven percent less than the 1.45 vehicles per unit used in the original approval. In 2017, the peak residential parking ratio surveyed was 1.308 spaces per unit which is one percent higher than the 2023 data. Adjusting for full occupancy, the peak demand would be 277 vehicles with 214 apartments at ONE Arlington residents. **Tables 1 and 2** summarized the existing and projected residential demand.

The office space for 25N Coworking totals 11,976 square feet, 4,000 square feet for the Chamber of Commerce, and First Ascent has 4,042 square feet of office space available to rent. The First Ascent space is vacant and approximately 50% of the coworking space is available resulting in a total of 10,030 square feet of vacant office space. Parking projections for the unused office space were added to the lot's total based on the parking demand and shared parking hourly distribution (See **Table 3**)

**Table 1**
**Residential Surveys on Friday, June 16, 2023**

| | Surface Lots | | | Arlington | Estimated Residential Parking in 1st Ascent | Residential | Adjusted |
|---|---|---|---|---|---|---|---|
| **Lot** | **Temp** | **Front** | **Side** | **Garage** | | **Total** | **Total** |
| **Supply** | **0** | **24** | **32** | **312** | | **368** | **1.0288 (1)** |
| **Time** | | | | | | | |
| 6:00 AM | 4 | 20 | 19 | 211 | 6 | **260** | 267 |
| 7:00 AM | 4 | 19 | 18 | 181 | 9 | **231** | 238 |
| 8:00 AM | 5 | 16 | 18 | 181 | 9 | **229** | 236 |
| 9:00 AM | 8 | 19 | 19 | 162 | | **208** | 214 |
| 10:00 AM | 7 | 18 | 17 | 147 | | **189** | 194 |
| 11:00 AM | 7 | 19 | 16 | 131 | | **173** | 178 |
| Noon | 9 | 20 | 14 | 126 | | **169** | 174 |
| 1:00 PM | 10 | 19 | 14 | 124 | | **167** | 172 |
| 2:00 PM | 10 | 19 | 13 | 123 | | **165** | 170 |
| 3:00 PM | 9 | 20 | 15 | 125 | | **169** | 174 |
| 4:00 PM | 9 | 21 | 18 | 127 | | **175** | 180 |
| 5:00 PM | 11 | 20 | 22 | 139 | | **192** | 198 |
| 6:00 PM | 3 | 21 | 22 | 151 | | **197** | 203 |
| 7:00 PM | 3 | 21 | 23 | 161 | | **208** | 214 |
| 8:00 PM | 3 | 19 | 22 | 169 | | **213** | 219 |
| 9:00 PM | 3 | 22 | 23 | 187 | | **235** | 242 |
| 10:00 PM | 3 | 22 | 23 | 200 | 14 | **262** | 270 |
| 11:00 PM | 3 | 20 | 26 | 203 | 14 | **266** | 274 |
| Midnight | 3 | 20 | 26 | 210 | 10 | **269** | **277** |

(1) One Arlington parking increased by 2.88% for vacant apartments (214/208= 1.0288)

**Table 2**

**Residential Surveys on Saturday, June 17, 2023**

| | Surface Lots | | | Arlington | Estimated Residential Parking in 1st Ascent | Residential | Adjusted |
|---|---|---|---|---|---|---|---|
| **Lot** | **Temp** | **Front** | **Side** | **Total** | | **Total** | **Total** |
| **Supply** | **0** | **24** | **32** | **312** | | **368** | **1.0288 (1)** |
| **Time** | | | | | | | |
| 6:00 AM | 2 | 21 | 20 | 212 | 8 | **263** | 271 |
| 7:00 AM | 2 | 21 | 19 | 200 | 11 | **253** | 260 |
| 8:00 AM | 2 | 19 | 22 | 194 | 17 | **254** | 261 |
| 9:00 AM | 2 | 17 | 21 | 179 | 10 | **229** | 236 |
| 10:00 AM | 2 | 19 | 21 | 161 | | **203** | 209 |
| 11:00 AM | 3 | 16 | 21 | 151 | | **191** | 197 |
| Noon | 3 | 19 | 19 | 143 | | **184** | 189 |
| 1:00 PM | 3 | 20 | 18 | 144 | | **185** | 190 |
| 2:00 PM | 3 | 21 | 17 | 141 | | **182** | 187 |
| 3:00 PM | 3 | 22 | 17 | 140 | | **182** | 187 |
| 4:00 PM | 2 | 22 | 15 | 151 | | **190** | 195 |
| 5:00 PM | 2 | 22 | 15 | 155 | | **194** | 200 |
| 6:00 PM | 2 | 23 | 16 | 153 | | **194** | 200 |
| 7:00 PM | 2 | 22 | 16 | 155 | | **195** | 201 |
| 8:00 PM | 2 | 17 | 18 | 162 | 5 | **204** | 210 |
| 9:00 PM | 3 | 21 | 18 | 173 | 11 | **226** | 233 |
| 10:00 PM | 4 | 22 | 18 | 189 | 12 | **245** | 252 |
| 11:00 PM | 4 | 22 | 18 | 200 | 12 | **256** | 263 |
| Midnight | 4 | 23 | 19 | 202 | 13 | **261** | 269 |

(1) One Arlington parking increased by 2.88% for vacant apartments (214/208= 1.0288)

**Table 3**
**First Ascent Parking and Office Space Parking**

| | Weekday | | | Saturday | | |
|---|---|---|---|---|---|---|
| | 1st Ascent | Additional | Adjusted | 1st Ascent | Additional | Adjusted |
| Lot | and Offices | 10,030 sf | Total | and Offices | 10,030 sf | Total |
| Supply | 171 | Office | 171 | 171 | Office | 171 |
| Time | | Parking | | | Parking | |
| 6:00 AM | 3 | 1 | **4** | 8 | 0 | **8** |
| 7:00 AM | 11 | 9 | **20** | 11 | 1 | **12** |
| 8:00 AM | 32 | 23 | **55** | 17 | 2 | **19** |
| 9:00 AM | 35 | 30 | **65** | 15 | 3 | **18** |
| 10:00 AM | 40 | 33 | **73** | 23 | 3 | **26** |
| 11:00 AM | 47 | 31 | **78** | 53 | 4 | **57** |
| Noon | 46 | 27 | **73** | 53 | 3 | **56** |
| 1:00 PM | 46 | 28 | **74** | 58 | 3 | **61** |
| 2:00 PM | 40 | 33 | **73** | 64 | 2 | **66** |
| 3:00 PM | 47 | 31 | **78** | 68 | 2 | **70** |
| 4:00 PM | 51 | 27 | **78** | 65 | 1 | **66** |
| 5:00 PM | 55 | 15 | **70** | 64 | 0 | **64** |
| 6:00 PM | 79 | 8 | **87** | 55 | 0 | **55** |
| 7:00 PM | 80 | 3 | **83** | 49 | 0 | **49** |
| 8:00 PM | 71 | 2 | **73** | 15 | 0 | **15** |
| 9:00 PM | 49 | 1 | **50** | 11 | 0 | **11** |
| 10:00 PM | 12 | 0 | **12** | 12 | 0 | **12** |
| 11:00 PM | 0 | 0 | **0** | 12 | 0 | **12** |
| Midnight | 0 | 0 | **0** | 13 | 0 | **13** |

**Parking Provided**

The total parking provided on Lot 1A/2A was based on the existing parking garage plan with 312 parking spaces and the surface parking plan of 227 parking spaces for a total of 539 parking spaces. With the land banked spaces, a total of 591 parking space could be provided. **Table 4** below summarizes the parking inventory by sub area.

**Table 4**
**Lot 1A/2A**
**Total Parking Supply Provided**

| Lot | Location | User | Regular Spaces | Accessible Spaces | Total Spaces | Total With Land Banked Spaces |
|---|---|---|---|---|---|---|
| 1A 2A | On-Street | Residents/Visitors | 21 | 3 | 24 | 24 |
| | Surface: East Side(1) | Residents/Visitors | 29 | 3 | 32 | 73 |
| | Parking Garage | Residents | 306 | 6 | 312 | 312 |
| | | **subtotal** | **356** | **12** | **368** | **409** |
| | Surface: West Side(2) | 1st Ascent/25N Offices | 165 | 6 | 171 | 182 |
| | | **Totals** | **521** | **18** | **539** | **591** |
| | | **With 24 on-street spaces removed.** | **500** | **15** | **515** | **568** |

(1) The east lot can be expanded to 72 regular and 1 accessible parking spaces.
(2) This lot has an additional 11 land banked spaces along the north property line.

The 24 on-street spaces will be transferred from the current Lot 1A/2A plat to the master association plat as part of the PUD revisions. These spaces would then be available for all users within Arlington Downs and primarily used by ONE Arlington visitors and the visitors to the retail parcel to the southwest.

The total number of spaces available for Lot 1A/2A will be reduced to 344 spaces or 385 spaces with land banked spaces. These spaces exceeded the parking demand of 277 vehicles by 24% without land banking.

The remaining 171 spaces west of First Ascent would be available for the First Ascent and office employees and visitors. The 88 vehicles observed in their lot represents 51% of the available supply.

**LOT 1A/2A Parking Requirements**

The First Ascent project is part of Lot 1A/2A of the overall Arlington Downs Planned Unit Development (PUD). It includes the revised First Ascent climbing gym, office space within the First Ascent building, the ONE Arlington apartment tower, and the 25N Coworking/Chamber of Commerce office space within the tower. The parking requirements were updated for the revised land plan based on the Village of Arlington Heights's Zoning Code (see **Table 5)**. The overall parking plan exceeds the parking requirements for the uses on the lot by 13 spaces.

**Table 5**
**Lot 1A/ 2A**
**Arlington Heights Parking Requirements**

| Lot | Use | Size | Zoning Code | Required Spaces | | Proposed Spaces |
|---|---|---|---|---|---|---|
| 1A 2A | One Arlington | 214 DU | 1.45 spaces per DU(1) | **310** | | 344 |
| | FA-Main Climbing Area | 271 persons | 30% of Occupancy | 81 | | 171 |
| | FA- Youth Climbing Area | 16 persons | | 5 | | |
| | FA-Exercise Rooms | 132 persons | | 40 | | |
| | FA-Party Rooms | 60 persons | | 18 | | |
| | FA-Retail | 168 sq. ft. | 1 space per 300 sq. ft. | 1 | | |
| | FA-Office | 1,087 sq. ft. | | 4 | | |
| | | | **First Ascent subtotal** | **149** | | |
| | Office (25N/Chamber) | 15,932 sq. ft. | 1 space per 300 sq. ft. | 53 | **66** | |
| | Office (FA) | 4,042 sq. ft. | | 13 | | |
| | | | **Total** | **525** | | **515** |

(1) Includes approved reduction from 2.0 to 1.45 from previous PUD plan.

**Traffic Signal at Stonegate Boulevard and Euclid Avenue**

When the original PUD was approved in 2014, a provision was included requiring that the development would pay for the installation of a traffic signal at Stonegate Boulevard and Euclid Avenue if it was ever warranted. Since the that time, the land use plan has changed several times and the overall projected site traffic volumes in the PM and Saturday peak-hours decreased by half from the current plan when compared to the original plan (see **Table 6**). The most recent traffic study shows less than 100 vehicles per hour turning onto Euclid Avenue from Stonegate Boulevard which would not meet the minimum warrants for a traffic signal. If a vehicle turning left exiting the Arlington Downs project onto Euclid Avenue has a problem, they can use the traffic signals at Rohlwing Road or Salt Creek Lane to make the maneuver.

**Table 6**
**Trip Generation Comparison of Previous PUD Proposals**

| Planned Unit Development Plan | Morning Peak | | | Evening Peak | | | Saturday Peak | | |
|---|---|---|---|---|---|---|---|---|---|
| | In | Out | Total | In | Out | Total | In | Out | Total |
| **2023 Proposal(1)** | 185 | 358 | 543 | 441 | 303 | 744 | 421 | 386 | 807 |
| **2018 Plan** | 201 | 362 | 563 | 480 | 297 | 777 | 478 | 429 | 907 |
| **2016 Plan** | 360 | 465 | 825 | 549 | 357 | 906 | 502 | 474 | 976 |
| **2014 Plan** | 296 | 337 | 633 | 765 | 587 | 1,352 | 832 | 781 | 1,613 |

`(1) Assumes 426 apartments for ADR-IV, subject to change

Now that Arlington Downs has a larger residential component than previous iterations, the need for a traffic signal on Euclid Avenue is still not warranted based on the Manual of Uniform Traffic Controls criteria.

### Southbound Right-turn Lane on Rohlwing Road

A southbound right-turn lane on Rohlwing Road at Euclid Avenue was also included in the original PUD requirements when site traffic volumes were higher. Based on the most recent traffic study, the southbound right-turn lane is no longer warranted by this development and the overall level of service is good (see **Table 7**). Refer to the ADR IV traffic study for more details.

**Table 7**
**External Intersections Level of Service**

| Intersection | Morning Peak | | Evening Peak | |
|---|---|---|---|---|
| | 2023 | 2029 | 2023 | 2029 |
| **Euclid Avenue at Rohlwing Road (Traffic Signal)** | C-22.7 | C-30.1 | C-27.5 | D-38.0 |

### Conclusion

The proposed Special Use Permit parking needs for the expand First Ascent climbing gym, office space, and the ONE Arlington apartment tower can be accommodated within Lot 1A/2A's 538 parking spaces without relying on additional shared parking from other lots of the Arlington Downs PUD.

# APPENDIX

- **2017 One Arlington Parking Survey**
- **2023 Parking Survey Data**

# Memorandum

TO: David Trandel
Springbank

Josh Wohlreich
Stoneleigh Companies LLC

FROM: Stephen B. Corcoran, P.E., PTOE
Director of Traffic Engineering

DATE: June 25, 2017
**Revised April 16, 2018**

RE: One Arlington Parking Surveys
Arlington Heights, Illinois

Eriksson Engineering Associates, Ltd. (EEA) conducted parking surveys at the ONE ARLINGTON apartment and office building to verify its parking usage characteristics. This report presents a summary of the parking surveys and compares them to the Village of Arlington Heights Zoning Code requirements and the shared parking analyses.

**Parking Surveys**

Parking counts were conducted from 6:00 AM to Midnight on Friday, June 16th and Saturday, June 17th at the ONE ARLINGTON site. Five parking areas were identified:

1. 25N Parking Lot – Includes the recently paved area west of the building for 25N Coworking Office parking. There are 47 newly paved space along with additional spaces on the older lot.
2. Front Parking Lot – Twenty six on-street parking spaces in front of the building including two temporary spaces in a future access drive stub.
3. Rear Parking Lot – Thirty two spaces in the surface lot east of the building.
4. Side Parking Lot – Older parking field southeast of the parking garage.
5. Parking Garage – 312 spaces in two-level parking garage.

**Table 1** (attached) shows the number of vehicles parked on-site during the survey periods by location. ONE ARLINGTON had 195 occupied apartments out of 214 available units. The peak demand occurred a midnight on both days with Saturday having 255 vehicles on-site (1.308 vehicles per occupied unit). The parking ratio is ten percent less than the 1.45 vehicles per unit used in the previous parking studies. Adjusting for full occupancy, the peak demand would be 280 vehicles with 214 apartments.

**Table 1**
**ONE ARLINGTON Parking Surveys**

| Surveys on Friday, June 16, 2017 | | | | | | |
|---|---|---|---|---|---|---|
| | Surface Lots | | | | Garage | |
| Lot | 25N | Front | Back | Side | Parking | Totals |
| Supply | 47 | 26 | 32 | 0 | 312 | 420 |
| Time | | | | | | |
| 6:00 AM | 0 | 19 | 10 | 0 | 191 | **220** |
| 7:00 AM | 0 | 20 | 10 | 0 | 175 | **205** |
| 8:00 AM | 4 | 19 | 9 | 0 | 140 | **172** |
| 9:00 AM | 10 | 23 | 10 | 0 | 108 | **151** |
| 10:00 AM | 18 | 24 | 11 | 0 | 98 | **151** |
| 11:00 AM | 20 | 22 | 13 | 0 | 85 | **140** |
| Noon | 19 | 23 | 13 | 0 | 86 | **141** |
| 1:00 PM | 17 | 23 | 14 | 0 | 89 | **143** |
| 2:00 PM | 20 | 24 | 17 | 0 | 97 | **158** |
| 3:00 PM | 23 | 23 | 17 | 1 | 89 | **153** |
| 4:00 PM | 17 | 21 | 13 | 0 | 93 | **144** |
| 5:00 PM | 10 | 20 | 16 | 0 | 117 | **163** |
| 6:00 PM | 5 | 22 | 17 | 0 | 132 | **176** |
| 7:00 PM | 5 | 19 | 19 | 0 | 137 | **180** |
| 8:00 PM | 3 | 18 | 20 | 1 | 147 | **189** |
| 9:00 PM | 3 | 20 | 17 | 0 | 169 | **209** |
| 10:00 PM | 3 | 24 | 20 | 0 | 183 | **230** |
| 11:00 PM | 3 | 24 | 20 | 0 | 186 | **233** |
| Midnight | 4 | 25 | 20 | 0 | 197 | **246** |
| **Surveys on Saturday, June 17, 2017** | | | | | | |
| | Surface Lots | | | | Garage | |
| Lot | 25N | Front | Back | Side | Parking | Totals |
| 6:00 AM | 2 | 21 | 17 | 0 | 204 | **244** |
| 7:00 AM | 2 | 20 | 16 | 0 | 197 | **235** |
| 8:00 AM | 2 | 20 | 14 | 0 | 186 | **222** |
| 9:00 AM | 3 | 19 | 12 | 0 | 172 | **206** |
| 10:00 AM | 1 | 18 | 12 | 0 | 158 | **189** |
| 11:00 AM | 3 | 22 | 14 | 0 | 141 | **180** |
| Noon | 7 | 22 | 16 | 0 | 142 | **187** |
| 1:00 PM | 12 | 20 | 16 | 0 | 131 | **179** |
| 2:00 PM | 7 | 18 | 17 | 0 | 134 | **176** |
| 3:00 PM | 5 | 16 | 15 | 0 | 137 | **173** |
| 4:00 PM | 8 | 19 | 15 | 0 | 140 | **182** |
| 5:00 PM | 5 | 15 | 12 | 0 | 150 | **182** |
| 6:00 PM | 4 | 16 | 12 | 0 | 157 | **189** |
| 7:00 PM | 4 | 16 | 12 | 0 | 162 | **194** |
| 8:00 PM | 4 | 19 | 20 | 0 | 169 | **212** |
| 9:00 PM | 3 | 24 | 25 | 0 | 179 | **231** |
| 10:00 PM | 4 | 24 | 23 | 0 | 191 | **242** |
| 11:00 PM | 5 | 23 | 22 | 0 | 197 | **247** |
| Midnight | 6 | 23 | 21 | 0 | 205 | **255** |

Note: 195 occupied units at time of surveys

**Zoning Requirements**

The parking requirements were calculated for ONE ARLINGTON based on the Village of Arlington Height's Zoning Code (see **Table 2)** for the 214 apartments and 11,722 square feet of office space. The overall parking required is 512 spaces.

**Table 2**
**Zoning Code Parking Requirements**

| Use | Size | Zoning Code Requirement | Required Parking |
|---|---|---|---|
| **Apartments** | 214 units | 2 spaces per dwelling unit | **428** |
| **Office** | 11,722 sq. ft. | One parking space per 300 square feet | **39** |
| | | **Total Spaces Required** | **467** |

Based on the parking surveys, the actual parking demand at full occupancy is 280 vehicles or 60% of the code requirement. The primary reason is the lower than anticipated vehicle ownership of 1.308 vehicles per unit versus the code requirement of 2.0 vehicles per unit (about 150 space reduction). The remaining 39 space savings are from office demand during the middle of the day which is less than the number of resident parking spaces vacated during the day.

**Shared Parking**

Comparisons were also made to the shared parking methodology and the actual parking surveys. **Table 3** (attached) shows the original shared parking calculations and shows the difference between them and the full occupancy of ONE ARLIGNTON. In general, the shared parking methodology over estimates the spaces needed particularly during the daytime on a weekday and during the evening weekend period.

**Summary**

The parking surveys of ONE ARLINGTON supports a lower parking ratio for apartments from the 2.0 spaces per unit zoning code requirement and 1.45 spaces per unit from original analysis to a 1.31 spaces per unit ratio.

The shared parking methodology overestimated the hourly parking demand for the Zone A development and supports an adjustment to the calculations when the study is updated for the new PUD.

**TABLE 3** **Comparison of Shared Parking Analysis with Parking Surveys**

| | Residential | | | | | Office | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Visitor Parking | | Resident Parking | | | Employee Parking | | Visitor Parking | | | | Parking Surveys | |
| Weekday | Size 214<br>Units = 0.15<br>Peak Demand 32.1<br>% veh. | | Size 214<br>Units = 1.3<br>Peak Demand 278.2<br>% veh. | | **Apartment Total Parking** | Size 11,722<br>Units = 3.5<br>Peak Demand 41.0<br>% veh. | | Size 25,000<br>Units = 0.3<br>Peak Demand 7.5<br>% veh. | | **Office Total Parking** | **Shared Parking Total** | Adjusted for Full Occupancy | Difference Spaces % |
| **6:00 AM** | 0% | 0.0 | 100% | 278.2 | **278.2** | 3% | **1.2** | 0% | **0.0** | **1.2** | **279.4** | 241 | -38 -14% |
| **7:00 AM** | 10% | 3.2 | 90% | 250.4 | **253.6** | 30% | **12.3** | 1% | **0.1** | **12.4** | **266.0** | 225 | -41 -15% |
| **8:00 AM** | 20% | 6.4 | 85% | 236.5 | **242.9** | 75% | **30.8** | 20% | **1.5** | **32.3** | **275.2** | 189 | -86 -31% |
| **9:00 AM** | 20% | 6.4 | 80% | 222.6 | **229.0** | 95% | **39.0** | 60% | **4.5** | **43.5** | **272.5** | 166 | -107 -39% |
| **10:00 AM** | 20% | 6.4 | 75% | 208.7 | **215.1** | 100% | **41.0** | 100% | **7.5** | **48.5** | **263.6** | 166 | -98 -37% |
| **11:00 AM** | 20% | 6.4 | 70% | 194.7 | **201.2** | 100% | **41.0** | 45% | **3.4** | **44.4** | **245.6** | 154 | -92 -37% |
| **Noon** | 20% | 6.4 | 65% | 180.8 | **187.3** | 90% | **36.9** | 15% | **1.1** | **38.0** | **225.3** | 155 | -71 -31% |
| **1:00 PM** | 20% | 6.4 | 70% | 194.7 | **201.2** | 90% | **36.9** | 45% | **3.4** | **40.3** | **241.5** | 157 | -85 -35% |
| **2:00 PM** | 20% | 6.4 | 70% | 194.7 | **201.2** | 100% | **41.0** | 100% | **7.5** | **48.5** | **249.7** | 173 | -76 -31% |
| **3:00 PM** | 20% | 6.4 | 70% | 194.7 | **201.2** | 100% | **41.0** | 45% | **3.4** | **44.4** | **245.6** | 168 | -78 -32% |
| **4:00 PM** | 20% | 6.4 | 75% | 208.7 | **215.1** | 90% | **36.9** | 15% | **1.1** | **38.0** | **253.1** | 158 | -95 -38% |
| **5:00 PM** | 40% | 12.8 | 85% | 236.5 | **249.3** | 50% | **20.5** | 10% | **0.8** | **21.3** | **270.6** | 179 | -92 -34% |
| **6:00 PM** | 60% | 19.3 | 90% | 250.4 | **269.6** | 25% | **10.3** | 5% | **0.4** | **10.6** | **280.3** | 193 | -87 -31% |
| **7:00 PM** | 100% | 32.1 | 97% | 269.9 | **302.0** | 10% | **4.1** | 2% | **0.2** | **4.3** | **306.2** | 198 | -109 -35% |
| **8:00 PM** | 100% | 32.1 | 98% | 272.6 | **304.7** | 7% | **2.9** | 1% | **0.1** | **2.9** | **307.7** | 207 | -100 -33% |
| **9:00 PM** | 100% | 32.1 | 99% | 275.4 | **307.5** | 3% | **1.2** | 0% | **0.0** | **1.2** | **308.7** | 229 | -79 -26% |
| **10:00 PM** | 100% | 32.1 | 100% | 278.2 | **310.3** | 1% | **0.4** | 0% | **0.0** | **0.4** | **310.7** | 252 | -58 -19% |
| **11:00 PM** | 80% | 25.7 | 100% | 278.2 | **303.9** | 0% | **0.0** | 0% | **0.0** | **0.0** | **303.9** | 256 | -48 -16% |
| **Midnight** | 50% | 16.1 | 100% | 278.2 | **294.3** | 0% | **0.0** | 0% | **0.0** | **0.0** | **294.3** | 270 | -24 -8% |
| **Zone A** | **ONE ARLINGTON Residential and Office Space** | | | | | | | | | | | | |
| | **Residential** | | | | | **Office** | | | | | | | |
| | **Visitor Parking** | | **Resident Parking** | | | **Employees Parking** | | **Visitor Parking** | | | | Parking Surveys | |
| **Weekend** | Size 214<br>Units = 0.15<br>Peak Demand 32.1<br>% veh. | | Size 214<br>Units = 1.3<br>Peak Demand 278.2<br>% veh. | | **Apartment Total Parking** | Size 11,722<br>Units= 0.35<br>Peak Demand 4.1<br>% veh. | | Size 25,000<br>Units= 0.03<br>Peak Demand 0.8<br>% veh. | | **Office Total Parking** | **Shared Parking Total** | Adjusted for Full Occupancy Actual | Difference Spaces % |
| **6:00 AM** | 0% | 0.0 | 100% | 278.2 | **278.2** | 0% | **0.0** | 0% | **0.0** | **0.0** | **278.2** | 268 | -10 -4% |
| **7:00 AM** | 20% | 6.4 | 90% | 250.4 | **256.8** | 20% | **0.8** | 20% | **0.2** | **1.0** | **257.8** | 258 | 0 0% |
| **8:00 AM** | 20% | 6.4 | 85% | 236.5 | **242.9** | 60% | **2.5** | 60% | **0.5** | **2.9** | **245.8** | 244 | -2 -1% |
| **9:00 AM** | 20% | 6.4 | 80% | 222.6 | **229.0** | 80% | **3.3** | 80% | **0.6** | **3.9** | **232.9** | 226 | -7 -3% |
| **10:00 AM** | 20% | 6.4 | 75% | 208.7 | **215.1** | 90% | **3.7** | 90% | **0.7** | **4.4** | **219.4** | 207 | -12 -5% |
| **11:00 AM** | 20% | 6.4 | 70% | 194.7 | **201.2** | 100% | **4.1** | 100% | **0.8** | **4.9** | **206.0** | 198 | -8 -4% |
| **Noon** | 20% | 6.4 | 65% | 180.8 | **187.3** | 90% | **3.7** | 90% | **0.7** | **4.4** | **191.6** | 205 | 14 7% |
| **1:00 PM** | 20% | 6.4 | 70% | 194.7 | **201.2** | 80% | **3.3** | 80% | **0.6** | **3.9** | **205.0** | 196 | -9 -4% |
| **2:00 PM** | 20% | 6.4 | 70% | 194.7 | **201.2** | 60% | **2.5** | 60% | **0.5** | **2.9** | **204.1** | 193 | -11 -5% |
| **3:00 PM** | 20% | 6.4 | 70% | 194.7 | **201.2** | 40% | **1.6** | 40% | **0.3** | **1.9** | **203.1** | 190 | -13 -7% |
| **4:00 PM** | 20% | 6.4 | 75% | 208.7 | **215.1** | 20% | **0.8** | 20% | **0.2** | **1.0** | **216.0** | 200 | -16 -8% |
| **5:00 PM** | 40% | 12.8 | 85% | 236.5 | **249.3** | 10% | **0.4** | 10% | **0.1** | **0.5** | **249.8** | 200 | -50 -20% |
| **6:00 PM** | 60% | 19.3 | 90% | 250.4 | **269.6** | 5% | **0.2** | 5% | **0.0** | **0.2** | **269.9** | 207 | -62 -23% |
| **7:00 PM** | 100% | 32.1 | 97% | 269.9 | **302.0** | 0% | **0.0** | 0% | **0.0** | **0.0** | **302.0** | 213 | -89 -29% |
| **8:00 PM** | 100% | 32.1 | 98% | 272.6 | **304.7** | 0% | **0.0** | 0% | **0.0** | **0.0** | **304.7** | 233 | -72 -24% |
| **9:00 PM** | 100% | 32.1 | 99% | 275.4 | **307.5** | 0% | **0.0** | 0% | **0.0** | **0.0** | **307.5** | 254 | -54 -18% |
| **10:00 PM** | 100% | 32.1 | 100% | 278.2 | **310.3** | 0% | **0.0** | 0% | **0.0** | **0.0** | **310.3** | 266 | -45 -14% |
| **11:00 PM** | 80% | 25.7 | 100% | 278.2 | **303.9** | 0% | **0.0** | 0% | **0.0** | **0.0** | **303.9** | 271 | -33 -11% |
| **Midnight** | 50% | 16.1 | 100% | 278.2 | **294.3** | 0% | **0.0** | 0% | **0.0** | **0.0** | **294.3** | 280 | -14 -5% |

**Appendix**
**ONE ARLINGTON Parking Survey Data**

## Surveys on Friday, June 16, 2023

| | Surface Lots | | | 1st Ascent | Arlington | 1A/2A | Peyton Place |
|---|---|---|---|---|---|---|---|
| **Lot** | **Temp** | **Front** | **Side** | **Office** | **Garage** | **Total** | **Surface** |
| **Supply** | **0** | **24** | **32** | **171** | **312** | **539** | **20** |
| **Time** | | | | | | | |
| 6:00 AM | 4 | 20 | 19 | 9 | 211 | **263** | 13 |
| 7:00 AM | 4 | 19 | 18 | 20 | 181 | **242** | 11 |
| 8:00 AM | 5 | 16 | 18 | 41 | 181 | **261** | 12 |
| 9:00 AM | 8 | 19 | 19 | 35 | 162 | **243** | 9 |
| 10:00 AM | 7 | 18 | 17 | 40 | 147 | **229** | 11 |
| 11:00 AM | 7 | 19 | 16 | 47 | 131 | **220** | 14 |
| Noon | 9 | 20 | 14 | 46 | 126 | **215** | 14 |
| 1:00 PM | 10 | 19 | 14 | 46 | 124 | **213** | 14 |
| 2:00 PM | 10 | 19 | 13 | 40 | 123 | **205** | 15 |
| 3:00 PM | 9 | 20 | 15 | 47 | 125 | **216** | 15 |
| 4:00 PM | 9 | 21 | 18 | 51 | 127 | **226** | 16 |
| 5:00 PM | 11 | 20 | 22 | 55 | 139 | **247** | 18 |
| 6:00 PM | 3 | 21 | 22 | 79 | 151 | **276** | 18 |
| 7:00 PM | 3 | 21 | 23 | 80 | 161 | **288** | 16 |
| 8:00 PM | 3 | 19 | 22 | 71 | 169 | **284** | 17 |
| 9:00 PM | 3 | 22 | 23 | 49 | 187 | **284** | 18 |
| 10:00 PM | 3 | 22 | 23 | 26 | 200 | **274** | 19 |
| 11:00 PM | 3 | 20 | 26 | 14 | 203 | **266** | 19 |
| Midnight | 3 | 20 | 26 | 10 | 210 | **269** | 18 |

## Surveys on Saturday, June 17, 2023

| | Surface Lots | | | 1st Ascent | Arlington | | Peyton Place |
|---|---|---|---|---|---|---|---|
| **Lot** | **Temp** | **Front** | **Side** | **Office** | **Garage** | | **Surface** |
| **Supply** | **0** | **24** | **32** | **171** | **312** | **539** | **20** |
| **Time** | | | | | | | |
| 6:00 AM | 2 | 21 | 20 | 8 | 212 | **263** | 19 |
| 7:00 AM | 2 | 21 | 19 | 11 | 200 | **253** | 17 |
| 8:00 AM | 2 | 19 | 22 | 17 | 194 | **254** | 15 |
| 9:00 AM | 2 | 17 | 21 | 15 | 179 | **234** | 13 |
| 10:00 AM | 2 | 19 | 21 | 23 | 161 | **226** | 15 |
| 11:00 AM | 3 | 16 | 21 | 53 | 151 | **244** | 17 |
| Noon | 3 | 19 | 19 | 53 | 143 | **237** | 16 |
| 1:00 PM | 3 | 20 | 18 | 58 | 144 | **243** | 13 |
| 2:00 PM | 3 | 21 | 17 | 64 | 141 | **246** | 15 |
| 3:00 PM | 3 | 22 | 17 | 68 | 140 | **250** | 16 |
| 4:00 PM | 2 | 22 | 15 | 65 | 151 | **255** | 18 |
| 5:00 PM | 2 | 22 | 15 | 64 | 155 | **258** | 15 |
| 6:00 PM | 2 | 23 | 16 | 55 | 153 | **249** | 13 |
| 7:00 PM | 2 | 22 | 16 | 49 | 155 | **244** | 16 |
| 8:00 PM | 2 | 17 | 18 | 15 | 162 | **214** | 18 |
| 9:00 PM | 3 | 21 | 18 | 11 | 173 | **226** | 17 |
| 10:00 PM | 4 | 22 | 18 | 12 | 189 | **245** | 19 |
| 11:00 PM | 4 | 22 | 18 | 12 | 200 | **256** | 17 |
| Midnight | 4 | 23 | 19 | 13 | 202 | **261** | 20 |

# Village of Arlington Heights
# Building & Life Safety Department

## Interoffice Memorandum

**To:** **Jorge Torres, Director of Building & Life Safety**

**From:** **Elliot Eldridge, Assistant Building Official, Building & Life Safety Department**

**Subject:** **New PC Application - PC 23-009 (Arlington Downs Plat Amendment)**

**Date:** **June 22, 2023**

General Comments:

The information provided is conceptual only and subject to a formal plan review.

After reviewing the referenced new Plan Commission application, PC 23-009 (Arlington Downs Plat Amendment), specifically the following:

- The Amended and Restated Declaration of Easements, Covenants and Restrictions for Arlington Downs.
- The Department Comment Sheets.
- The Plat of Resubdivision Sheets.
- The Plat of Survey Sheets.
- The Project Narrative.

The Building & Life Safety Department have no review comments.

# PLAN COMMISSION PC #23-009
# Arlington Downs Four Plat of Resubdivision
# 3400 Stonegate Boulevard
## Round 1

11. The petitioner is notified that these comments are being provided to ensure that the project meets the requirements for submittal to the Plan Commission. Approval by the Plan Commission is not an endorsement or approval of these documents to obtain the required building permits, engineering approval, or permits required by other government or permitting agencies for construction. Detailed plan review with associated comments will be provided upon submittal of plans for a building permit. The petitioner shall acknowledge that they accept this understanding.

12. Since a subdivision is being proposed the plans must meet all subdivision requirements. The fee letter will be generated prior to the final Plan Commission meeting.

13. The Final Plat of Subdivision must be reviewed and approved by Engineering prior to final Plan Commission approval. The original signed mylar Final Plat of Subdivision, containing all non-Village signatures, shall be submitted one week before the scheduled date of the final Plan Commission meeting. Village Code Section 29-209 also requires a digital copy of the plat to be provided on disk to the Village. The petitioner shall acknowledge that they accept this understanding.

Final Plat of Subdivision:

14. Provide a signature block(s) for Outlot Lot 1D.

15. The Amendment and Restated Declaration of Easements, Covenants and Restrictions (Arlington Downs) includes two legal descriptions for Lot 2A-1 and Lot 2A-2; however, the plat only shows Lot 2A. Update the Plat or Amendment for Lot 2A.

16. For Village certificate, change Director of Engineering to Village Engineer.

Michael L. Pagones 6/30/22

Michael L. Pagones, P.E. Date
Village Engineer

# ARLINGTON HEIGHTS POLICE DEPARTMENT

## Community Services Bureau

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## DEPARTMENT PLAN REVIEW SUMMARY

### Arlington Downs Development
### ADR IV Salt Creek & Rohlwing Rd

**Preliminary Review Comments** **06/28/2023**

1. **Character of use:**
   The character of use is consistent with the area. It will be necessary to limit access to the grounds, to discourage loitering. The addition of trespass signs is recommended.

2. **Are lighting requirements adequate?**
   Lighting should be uniform and up to Village of Arlington Heights Code. Special attention should be given to those outside common areas- ie walkways, courtyards, parking lots and parking garages. Landscaping must not create hiding locations and should provide for natural surveillance.

3. **Present traffic problems?**
   There are no traffic problems at this location.

4. **Traffic accidents at particular location?**
   This is not a problem area in relation to traffic accidents.

5. **Traffic problems that may be created by the development.**
   This development should not create any additional traffic problems.

6. **General comments:**

**Lighting:**

- Lighting is an important aspect of CPTED. Lighting increases the amount and quality of natural surveillance. If people cannot see the activity, they cannot report the activity. Lighting can also deter those intending to conduct criminal/nuisance activity. Exterior lighting needs to be activated by sensor, timer or motion depending on the need and location.

-The height of the light fixtures makes a difference in the ability of pedestrians to see past the shadows caused by the cars and other obstructions naturally occurring in parking lots. Typical light poles are 30 to 45 feet high and cast a wide swath of lighting, but they create deep shadows

between cars. Pedestrian-level lighting in the 12- to-14-foot range casts light that will go through the glass of cars and reflect off the cars; that can dramatically reduce shadows and dark spots.

-The interior of parking garages should be painted in light colors to increase reflectivity of the luminaries, which should use polycarbonate lenses for vandal- and break-resistance. The ceiling should be painted white to further increase the goal of reflectivity.

- Directional signage located at the entry to the complex should be utilized, clearly indicating location of management offices, building names, unit numbers and retail space.

-Include signage for "No Trespassing," "No Loitering" and/or "No Solicitation."

## Address visibility:

-Directional signage located at the entry to the complex should be utilized, clearly indicating location of management offices, building names, unit numbers and retail space.

-Include signage for "No Trespassing," "No Loitering" and/or "No Solicitation."

-Interior and exterior of lobby space should utilize signage and increase visibility of addresses and unit numbers. All lobby spaces, elevator landings, etc. should prominently/adequately display floor plans. This is essential for first responders as well as persons unfamiliar with the complex layout that may need emergency services. Lobby areas should be equipped with interior signage indicating building number, floor plans, door numbers, etc.

-For each individual unit within the complex, there should be a prominent address number which is easily visible to approaching motor vehicles, pedestrians, and first responders.

## Parking Garage:

-Is the new parking garage going to have public access for customers of the retail spaces or is it a resident only parking garage? If yes, is there signage clearly distinguishing public access from private access? If no, is there access control to restrict non-residents/non-permitted driver's access?

-Parking could become an issue if a larger percentage of residents, than expected have vehicles. Emergency telephones should be installed in the parking area for added safety.

- Pedestrian access should be a priority for this project due to the size of the multi-family development as well as the proposed retail space. Signage should be used whenever possible to increase access control. This includes clearly marked pedestrian entrances delineating public spaces from private spaces. Approved pedestrian entrances should be clear of obstructions and distractions to encourage use. Unapproved entrances on the ground floor should be securely locked in compliance with building, fire and life-safety codes. Avoid forcing pedestrians to cross the paths of the cars whenever possible. When such encounters

are unavoidable, the design should create a safe passage for persons to move along until they come to a marked crosswalk.

- Is the new parking garage designed in a way to reduce or eliminate members of our homeless population squatting there? Perimeter definition and access control are essential to deter unwanted pedestrian-level access to the parking lot or garage. (i.e. fencing, level changes, ground floor protection, and/or other architectural and environmental barriers that channel people to designated entry points and discourage others from hiding outside and inside the property or buildings). Are there going to be external electrical outlets? If yes, it is recommended to install outlet covers with locking mechanisms to prevent individuals from camping, loitering, storing property etc.

- CPTED recommends one means of entry and exit for all vehicles. The less entrances there are, the easier it is to control the users and uses of the facility.

-Ground-level metal screening should be used to prevent or deter unauthorized access, while upper floors should be open with cable strung to prevent cars from overshooting the parking spaces and toppling off. Ground-level screening should not be floor to ceiling in order to deter climbing to higher floors. If space permits, place short bushes close to the perimeter wall to discourage people from climbing or cutting the screen.

-Plantings higher than 3 feet should not be placed within 10 to 15 feet of entrances to prevent hiding spots, and mature trees should be pruned to 8 feet.

-Structural support elements should be round rather than rectangular. A round column allows for much greater visibility around the corners than a rectangular or square column.

-Elevators and stairwells should incorporate as much glass and high-visibility placement as structurally possible. Glass-walled elevators placed along the exterior of the building provide for good natural visibility by people on the street and within the garage.

-CCTV is an essential part of CPTED and is highly recommended in a parking garage as large as the one proposed for this project. Signage indicating the use of video surveillance and monitoring is also highly recommended in conjunction with CCTV.

**Balcony:**

- Will there be balconies? If yes, balconies should be designed so it does not act as a natural ladder and with anti-climb features. The balcony must be adequately designed so it does not to allow hand and foot holds to potential offenders trying to scale up the outside of the building. The railings should be designed so that foot or hand grips cannot be used by a potential offender.

**Trash enclosure:**

-Locking trash enclosures is recommended to discourage foraging. Additionally, the trash enclosure provides a place of concealment for criminal activity if trash areas are not properly secured.

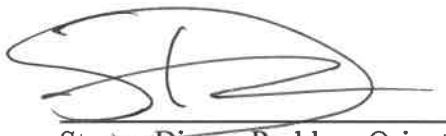
-Should be monitored 24/7 by CCTV and contain clearly visible signage indicating the use of security cameras.

**Additional Resident Storage Space:**

-Are additional storage spaces for residents included in the plans for this project? If yes, storage facilities should be secure and accessible only to residents. There should be signage to encourage users to lock their storage lockers and video surveillance of the area to deter theft and help identify potential offenders.

**Emergency Contact Information:**

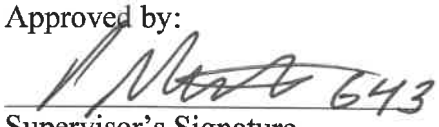
-Please ensure that there is an emergency information/contact card on file with the Arlington Heights Police Department and that it is up-to-date. Agent contact information must be provided to the Arlington Heights Police Department during all construction phases. The form is attached. Please complete and return. This allows police department personnel to contact an agent during emergency situations or for suspicious/criminal activity on the property during all hours.



#358

Steven Dinov, Problem Oriented Policing Coordinator
Community Services Bureau

Approved by:



#643

Supervisor's Signature

# HEALTH SERVICES DEPARTMENT

## PETITIONER'S APPLICATION - ARLINGTON HEIGHTS PLAN COMMISSION

Petition #: P.C. 23-009
Petitioner: ARLINGTON DOWNS RESIDENTIAL, LLC

Owner: ARLINGTON DOWNS RESIDENTIAL, LLC

Contact Person: Richard F. Cavenaugh
Address: 760 W. Lake Cook Road, Suite 140
Barrington, Illinois 60010
Phone #: (224) 770-4601
Fax #:
Email:

P.I.N.# 02-25-100-044, 048 & 049; 02-26-201-031, 034 & 035
Location: 3400 Stonegate Blvd.
Rezoning: _____ Current: _____ Proposed: _____
Subdivision: Fourth Resubdivision of Arlington Downs
# of Lots: _____ Current: one Proposed: three
PUD: _____ For: _____
Special Use: _____ For: _____
Land Use Variation: _____ For: _____
Land Use: _____ Current: _____
Proposed: _____
Site Gross Area: _____
# of Units Total: _____
1BR: 2BR: 3BR: 4BR:

***(Petitioner: Please do not write below this line.)***

1. GENERAL COMMENTS:

No comments from this Department

Environmental Health Officer — 6/16/23 May, 2023 Date

Director — 6/16/23 Date

# Planning & Community Development Dept. Review

July 19, 2023

**REVIEW ROUND 1**

Project: Arlington Downs Plat Amendment
Lot 1A in Arlington Downs Two Subdivision

Case Number: PC 23-009

**Zoning:**

7. The Plan Commission must review, and the Village Board must approve, the following actions:
    a. Preliminary and Final Plat of Subdivision.
    b. Variation to Chapter 29, Section 29-307a.1, to allow Lot 1B without having its full frontage abutting a street.

    Please note that the Final Plat, as approved by the Engineering Dept., must be printed on mylar and include signatures obtained from all parties except those to be coordinated by the Village, must be submitted ***no less than one week*** prior to the targeted Plan Commission hearing date. Additionally, prior to scheduling Final Plat approval with the Village Board, all benchmark and recording fees must be paid.

8. Please provide data on the floor area that will be located on Lot 1B upon conclusion of the proposed subdivision. The calculation of floor area shall be based on Section 28-3.64 of the zoning code. Please note that Lot 1B is restricted to 350% FAR per the Euclid/Rohlwing Overlay District and any overage beyond this limitation would require a Variation.

9. All owners within the PUD must sign on as co-applicants to this subdivision. Please provide a signed Letter of Authority to proceed with the proposed subdivision and amendments to the Declarations from the owner or owners of the other lots within the PUD.

10. Please clarify the ownership of each lot within the PUD, including information clarifying which developer owns each lot if a lot is owned by an LLC.

11. Please review all applicable conditions of approval from the prior PUD approval ordinances that govern the Arlington Downs PUD. The below comments relative to the proposed amended Declarations are not intended to be a complete list of all applicable conditions of approval/master association responsibilities.

**Amendment and Restated Declarations:**

12. Please provide all exhibits referenced in the revised Declarations.

13. The 24 parking stalls along Stonegate Boulevard (in front of One Arlington) appear to fall within Outlot 1C Please confirm that parking within these spaces will be open and available to all lots within the PUD.

14. Page 1, recital A, change (“Lot 1A”) to (“Lot 1B”).

15. The definition of “PUD” includes an ordinance #23-___. Please be aware that the proposed Plat of Resubdivision does not trigger the need to amend the PUD, provided that the proposed Declarations are revised to allow the appropriate shared parking within the PUD.

16. The definition of “Parking Lots” exempts the Lot 1B Parking Lot, which is required to be open for shared parking by other users in the PUD, per condition #6 in Ordinance #18-036 and per stipulation #2 in the Shepard-Parker

Substantial Compliance Letter. The Declarations should not prohibit shared parking in this area and a future PUD amendment would be required to do so.

17. The definition of "Parking Lot Easement" is contrary to the PUD approval requiring shared parking.

18. Section 4b, "Barriers and Traffic Control" allows the Lot 2B owner to construct a barrier to restrict access into the parking lot on Lot 2B. This is contrary to the PUD approval requiring shared parking.

19. There is a drive aisle on the southern portion of Lot 3A which could be used by patrons of Lot 5A, and there is a drive aisle on the east side of Lot 5A that could be used by patrons of Lot 3A. Please confirm that the amended Declarations allow cross access along these drive aisles for all users within the PUD. Additionally, should Lot 3A develop with proposed curb cuts onto the N/S drive aisle on Lot 5A, would the Declarations allow such additional curb cuts or could the owner of Lot 5A prevent them?

20. There is a shared drive aisle leading from proposed Outlot 1C north to Salt Creek Lane. Portions of this drive aisle cross Lot 2A-2, Lot 2A-1, and Lot 16. Please confirm that the amended Declarations allow cross access along this drive aisle for all users within the PUD.

21. There is a common access drive on Lot 1B leading from the Outlot 1C to Lot 2A-1. Please confirm that the amended Declarations allow cross access along this drive aisle for all users within the PUD.

22. While the parallel parking stalls along Payton Place adjacent to Lot 3A and 5A are not required to be installed by the Master Association, the amended Declarations should include language that acknowledges that when development on Lot 3A proceeds, if required by the Village, the Lot 3A developer is allowed to construct parallel parking stall and/or a pick-up/drop-off area within Outlot 1C.

23. What is the plan for the pavilion area within Outlot 1C, which is opposite the front entrance to the One Arlington tower? This area is currently improved with a hardscaped area and columns anchored into the roof of the garage, including exposed bolts. This area was meant to accommodate a pavilion utilizing the roof-anchored columns. The area has an unfinished appearance and was always intended to serve as an amenity area for the PUD. Completion of this area would become the responsibility of the Association as they would become the owners of proposed Outlot 1C. Please note that Building, Site, and Landscaping Condition #1 from Ordinance 12-006 required that the plaza/pavilion and associated landscaping be installed as part of the Phase 1 improvements. Ordinance 18-036 further clarified that the completion of the plaza area, which includes the pavilion, must be constructed once construction on Lots 4C or 4B (Zone D) begin. The plaza and pavilion area shall be completed when development in Zone D begins.

24. Section 5.C.i appears to assign the sole cost of constructing the Euclid Avenue traffic signal to the owner of Lot 4C. This should be an expense borne by the Master Association as any future need for this traffic signal is a product of the sum of traffic generated by the overall PUD, not just the traffic within Lot 4C. Please note that condition #3 within Ordinance 12-039 requires that the Declaration of Covenants, Conditions and Restrictions, be modified to include a provision requiring the property owner/master association to be responsible for 100% of all costs associated with the traffic signal warrant analysis as well as pay 100% of all design, installation, maintenance and energy costs associated with the traffic signal along Euclid Avenue.

25. When development on Lot 2A-2/16 proceeds, or when any development on Lots 4B or 4C proceeds, a sidewalk along the eastern side of Rohlwing Road from Euclid to Salt Creek Lane, must be constructed per Ord. 12-039. This requirement must be included within the revised Declarations and the responsibility for construction of this improvement should fall with the Master Association.

26. Condition #2c from Ord. 12-039 requires construction of a sidewalk and pedestrian activated signal on the east side of Euclid Ave/Rohlwing Road intersection, at such time when the City of Rolling Meadows installs a sidewalk on the east side of Rohlwing Road form Cardinal Street to Euclid Avenue. This requirement should be outlined in the revised Declarations and the responsibility for construction of this improvement should fall with the Master Association.

27. Condition #3 from Ord. 15-049 requires that the petitioner install a right-hand turn lane from southbound Rohlwing Road to westbound Euclid Avenue as part of Phase 2 (hotel and water park), or with Phase 3, 4 or 5, if any of those phases precede Phase 2. Implementation may occur at a later phase, or may not be required at all, if agreed upon by both the Village of Arlington Heights and the City of Rolling Meadows. The requirement for implementation of this improvement, if determined to be warranted, should be reflected within the revised Declarations and costs for this improvement should fall with the Master Association.

28. Section 5.c.2.ii shall be revised as follows (new language underlined): if any governmental bodies require improvements to Euclid Avenue as a result of the development of nearby properties (not including the Development) <u>that render construction of said medians as infeasible (which shall be at the discretion of the Village),</u> then the obligations of the Development for the consideration of installing medians shall be terminated.

29. Please ensure that all plans/documents revised as a result of these comments include a revision date.

30. Provide all resubmittal documents in a USB/flash drive along with one hard copy.

**<u>Plat of Subdivision:</u>**

31. The note on Sheet 1 should read: This property is subject to the Amended & Restated Declaration of Easements, Covenants and Restrictions.

32. Section 29-201b.13 of Chapter 29 requires the names and last known addresses of the owners of land immediately adjoining the land to be subdivided. Please add this information to the Plat.

33. Please provide the County Clerk endorsement on the Plat per Section 29-209L of Chapter 29.

34. Please provide the PINs on the Plat per Section 29-209S of Chapter 29.

35. Sheet 3 should be revised so that the "Return Plat To" section has the Village of Arlington Heights, not Stoneleigh.

Prepared by:

## PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT

**7A**

### PETITIONER'S APPLICATION - ARLINGTON HEIGHTS PLAN COMMISSION

Petition #: P.C. 23-009
Petitioner: ARLINGTON DOWNS RESIDENTIAL, LLC

Owner: ARLINGTON DOWNS RESIDENTIAL, LLC

Contact Person: Richard F. Cavenaugh
Address: 760 W. Lake Cook Road, Suite 140
Barrington, Illinois 60010
Phone #: (224) 770-4601
Fax #:
Email:

P.I.N.# 02-25-100-044, 048 & 049; 02-26-201-031, 034 & 035
Location: 3400 Stonegate Blvd.
Rezoning: _____ Current: _____ Proposed: _____
Subdivision: Fourth Resubdivision of Arlington Downs
# of Lots: _____ Current: one Proposed: three
PUD: _____ For: _____
Special Use: _____ For: _____
Land Use Variation: _____ For: _____

Land Use: _____ Current: _____
Proposed: _____
Site Gross Area: _____
# of Units Total: _____
1BR: 2BR: 3BR: 4BR:

***(Petitioner: Please do not write below this line.)***

LANDSCAPE & TREE PRESERVATION:

| | YES | NO |
|---|---|---|
| 1. Complies with Tree Preservation Ordinance | N/A | |
| 2. Complies with Landscape Plan Ordinance | N/A | |
| 3. Parkway Tree Fee Required (See below.) | | X |

**Comments:**

No comments

Coordinator

6/30/23
May , 2023
Date

# PLAN COMMISSION PC #23-009
# Arlington Downs Four Plat of Resubdivision
# 3400 Stonegate Boulevard
# Petitioner Response to Round 1 Comments

## Engineering Department

11. The petitioner is notified that these comments are being provided to ensure that the project meets the requirements for submittal to the Plan Commission. Approval by the Plan Commission is not an endorsement or approval of these documents to obtain the required building permits, engineering approval, or permits required by other government or permitting agencies for construction. Detailed plan review with associated comments will be provided upon submittal of plans for a building permit. The petitioner shall acknowledge that they accept this understanding.

    **RESPONSE: Acknowledged and understood.**

12. Since a subdivision is being proposed the plans must meet all subdivision requirements. The fee letter will be generated prior to the final Plan Commission meeting.

    **RESPONSE: Acknowledged and understood.**

13. The Final Plat of Subdivision must be reviewed and approved by Engineering prior to final Plan Commission approval. The original signed mylar Final Plat of Subdivision, containing all non-Village signatures, shall be submitted one week before the scheduled date of the final Plan Commission meeting. Village Code Section 29-209 also requires a digital copy of the plat to be provided on disk to the Village. The petitioner shall acknowledge that they accept this understanding.

    **RESPONSE: Acknowledged and understood.**

**Final Plat of Subdivision:**

14. Provide a signature block(s) for Outlot Lot ID.

    **RESPONSE: The signature block for Lot 1D is already included in the second column on the top of page 4 of the Final Plat of Subdivision.**

15. The Amendment and Restated Declaration of Easements, Covenants and Restrictions (Arlington Downs) includes two legal descriptions for Lot 2A-l and Lot 2A-2; however, the plat only shows Lot 2A. Update the Plat or Amendment for Lot 2A.

    **RESPONSE: The currently proposed Final Plat of Subdivision does not include any division of Lot 2A into Lots 2A-1 and 2A-2. These lots are legally described based on the proposed future plat of Arlington Downs IV, which is currently pending with the Village will combine what is referenced in the Amended and Restated Declaration as Lot 2A-2 and Lot 16 of the Arlington Downs Office Center into the Future Lot 6. The references in the Declaration are to accommodate that proposed modification.**

16. For Village certificate, change Director of Engineering to Village Engineer.

    **RESPONSE: Completed**

# PLAN COMMISSION PC #23-009
# Arlington Downs Four Plat of Resubdivision
# 3400 Stonegate Boulevard
# Petitioner Response to Round 1 Comments

## Planning & Community Development Department

**Zoning:**

7. The Plan Commission must review, and the Village Board must approve, the following actions:
    a. Preliminary and Final Plat of Subdivision.
    b. Variation to Chapter 29, Section 29-307a.1, to allow Lot 1B without having its full frontage abutting a street.

    Please note that the Final Plat, as approved by the Engineering Dept., must be printed on mylar and include signatures obtained from all parties except those to be coordinated by the Village, must be submitted ***no less than one week*** prior to the targeted Plan Commission hearing date. Additionally, prior to scheduling Final Plat approval with the Village Board, all benchmark and recording fees must be paid.

    **RESPONSE: Understood and Agreed. Mylar is out for signatures.**

8. Please provide data on the floor area that will be located on Lot 1B upon conclusion of the proposed subdivision. The calculation of floor area shall be based on Section 28-3.64 of the zoning code. Please note that Lot 1B is restricted to 350% FAR per the Euclid/Rohlwing Overlay District and any overage beyond this limitation would require a Variation.

    **RESPONSE: Arlington Downs Four Plat does comply with the 350% FAR. The gross building area, per the Issued for Construction Plans, is 294,846 square feet. Per ADR4, the land area of Lot 1B is 86,266 square feet. 86,266/294846 = 340.9% FAR.**

9. All owners within the PUD must sign on as co-applicants to this subdivision. Please provide a signed Letter of Authority to proceed with the proposed subdivision and amendments to the Declarations from the owner or owners of the other lots within the PUD.

    **RESPONSE: This request is inconsistent with the previous subdivision requests for Arlington Downs whereby only the affected Lots were required to authorize proceeding with the proposed subdivision amendments. All other Lot Owners within Arlington Downs are signatories to the Amended and Restated Declaration. The current draft of the Declaration is out for review by all Lot Owners and we will deliver written acceptance of each of those Lot Owners prior to the Plan Commission hearing.**

10. Please clarify the ownership of each lot within the PUD, including information clarifying which developer owns each lot if a lot is owned by an LLC.

    **RESPONSE: This information is provided in great detail on the signature pages and exhibits to the proposed Amended and Restated Declaration. For clarities sake, the Lot Owners are:**

| | |
|---|---|
| **Lot 1B** | **Arlington Downs Residential, LLC** |
| **Outlot 1C** | **Arlington Downs Master Association, Inc.** |
| **Lot 1D** | **Arlington Downs Master Association, Inc.** |
| **Lot 2A-1** | **Store Master Funding XVI, LLC** |
| **Lot 2A-2** | **SB ADR IV Property Owners, LLC** |
| **Lot 3A** | **Arlington Downs Residential II, LLC** |
| **Lot 4B** | **AD Hotel, LLC** |
| **Lot 4C** | **CIMA Developers, LP** |
| **Lot 5A** | **3401 Payton Place LLC** |

11. Please review all applicable conditions of approval from the prior PUD approval ordinances that govern the Arlington Downs PUD. The below comments relative to the proposed amended Declarations are not intended to be a complete list of all applicable conditions of approval/master association responsibilities.

    **RESPONSE: Petitioner has reviewed all applicable conditions of approval from the prior PUD approval ordinances that govern the Arlington Downs PUD. Understood and Agreed.**

**Amendment and Restated Declarations:**

12. Please provide all exhibits referenced in the revised Declarations.

    **RESPONSE: Exhibits B, E, F-2, G, I, J,K, and L are to be submitted with this response from Petitioner and no later than August 22, 2023.**

13. The 24 parking stalls along Stonegate Boulevard (in front of One Arlington) appear to fall within Outlot 1C. Please confirm that parking within these spaces will be open and available to all lots within the PUD.

    **RESPONSE: Confirmed on both fronts and as shown in the new parking study.**

14. Page 1, recital A, change ("Lot 1A") to ("Lot 1B").

    **RESPONSE: This change has been included in the Amended and Restated Declaration attached.**

15. The definition of "PUD" includes an ordinance #23-____. Please be aware that the proposed Plat of Resubdivision does not trigger the need to amend the PUD, provided that the proposed Declarations are revised to allow the appropriate shared parking within the PUD.

    **RESPONSE: The reference has been removed in the attached Amended Declaration. Based on the revisions to the Amended Declaration and the various easements, the shared parking in front of the tower is clearly shown in Section 3(b)(i) and 3(b)(ii).**

16. The definition of "Parking Lots" exempts the Lot 1B Parking Lot, which is required to be open for shared parking by other users in the PUD, per condition #6 in Ordinance #18-036 and per stipulation #2 in the Shepard-Parke Substantial Compliance Letter. The Declarations should not prohibit shared parking in this area and a future PUD amendment would be required to do so.

**RESPONSE: The Lot 1B Parking Lot has been removed from the definition of Parking Lots in the Amended Declaration. Any future amendment to the PUD that may modify this will address any amendments to the overall parking arrangements at such time a PUD amendment is submitted.**

17. The definition of "Parking Lot Easement" is contrary to the PUD approval requiring shared parking.

**RESPONSE: The definition of Parking Lot Easement is not in contradiction to the various amendments to the PUD since 2012. The 'shared parking' does not include each and every parking space on the development, just those areas that are not included in separate garages for each building. The Declaration as drafted includes the cross access for parking and pedestrian access across all Lots except for the Lot 1B parking garage, the Lot 5A parking garage and what was planned as a future parking garage (lot) for Lot 3A based on comments from a prior submittal to develop that parcel as requiring them to be self-parked. If the Village would require the removal of Lot 3A Parking Lot from the definitions and Sec 3(b)(ii), that would be acceptable. As part of this response to the Village comments, Petitioner is submitting a current parking/traffic study that references shared parking is no longer a viable concept as originally contemplated since the traffic counts for the entire parcel, based on usage changes, are much less than the Village parking requirements. In addition, this study shows that the actual use on Lots 1A and 2A are less than the parking required by the Village.**

18. Section 4b, "Barriers and Traffic Control" allows the Lot 2B owner to construct a barrier to restrict access into the parking lot on Lot 2B. This is contrary to the PUD approval requiring shared parking.

**RESPONSE: The definition of Barriers and Traffic Control includes islands, curbing, signals and pavement markings. These traffic control devices do not affect shared parking. ADR IV, as recently submitted for review, also includes plans to accommodate their parking needs within their own property and only any surface spots would fall under the cross access between the Lots.**

19. There is a drive aisle on the southern portion of Lot 3A which could be used by patrons of Lot 5A, and there is a drive aisle on the east side of Lot 5A that could be used by patrons of Lot 3A. Please confirm that the amended Declarations allow cross access along these drive aisles for all users within the PUD. Additionally, should Lot 3A develop with proposed curb cuts onto the N/S drive aisle on Lot 5A, would the Declarations allow such additional curb cuts or could the owner of Lot 5A prevent them?

**RESPONSE: This access road was built as part of the development approvals of Lot 5A and was intended to access both Lot 3A and Lot 5A since no other curb cuts would exist on Salt Creek Lane. Petitioner will add language that future access to the N/S drive on the east of Lot 5A can be used by Lot 3A under the definition Access Drives.**

20. There is a shared drive aisle leading from proposed Outlot 1C north to Salt Creek Lane. Portions of this drive aisle cross Lot 2A-2, Lot 2A-1, and Lot 16. Please confirm that the amended Declarations allow cross access along this drive aisle for all users within the PUD.

**RESPONSE: This is the future road to Salt Creek on the east of Lot 16. There currently exists a recorded easement between Lots 2A-1 and 2A-2 that is intended to serve as the southern half of this access road. Petitioner will add in the definition of Access Drives that this future connection to Salt Creek will benefit the entire PUD, which is the intent and defined as an Access Drive.**

21. There is a common access drive on Lot 1B leading from the Outlot 1C to Lot 2A-1. Please confirm that the amended Declarations allow cross access along this drive aisle for all users within the PUD.

    **RESPONSE: This access road was included as part of the Lot 2A site plan approvals and was rebuilt during their construction. Petitioner will add a note that this Access Drive is available for the entire PUD.**

22. While the parallel parking stalls along Payton Place adjacent to Lot 3A and 5A are not required to be installed by the Master Association, the amended Declarations should include language that acknowledges that when development on Lot 3A proceeds, if required by the Village, the Lot 3A developer is allowed to construct parallel parking stall and/or a pick-up/drop-off area within Outlot 1C.

    **RESPONSE: Petitioner will add this to the Declaration in Section 4(e).**

23. What is the plan for the pavilion area within Outlot 1C, which is opposite the front entrance to the One Arlington tower? This area is currently improved with a hardscaped area and columns anchored into the roof of the garage, including exposed bolts. This area was meant to accommodate a pavilion utilizing the roof-anchored columns. The area has an unfinished appearance and was always intended to serve as an amenity area for the PUD. Completion of this area would become the responsibility of the Association as they would become the owners of proposed Outlot 1C. Please note that Building, Site, and Landscaping Condition #1 from Ordinance 12-006 required that the plaza/pavilion and associated landscaping be installed as part of the Phase 1 improvements. Ordinance 18-036 further clarified that the completion of the plaza area, which includes the pavilion, must be constructed once construction on Lots 4C or 4B (Zone D) begin. The plaza and pavilion area shall be completed when development in Zone D begins.

    **RESPONSE: The pavilion that was originally planned in 2012 had a design that mimicked the Arlington Park equestrian theme. During construction of the One Arlington tower, it was agreed that any future design of this area, which is a part of Outlot 1C, would be done at the same time as the 'plaza' area that will be required as part of the development of the retail parcel. Lot 4C is responsible for any future plaza/pavilion design, but Petitioner will add a section in the Declaration that provides for access to Lot 4C to this area in Outlot 1C for future construction as approved by the Village.**

24. Section 5.C.i appears to assign the sole cost of constructing the Euclid Avenue traffic signal to the owner of Lot 4C. This should be an expense borne by the Master Association as any future need for this traffic signal is a product of the sum of traffic generated by the overall PUD, not just the traffic within Lot 4C. Please note that condition #3 within Ordinance 12-039 requires that the Declaration of Covenants, Conditions and Restrictions, be modified to include a provision requiring the property owner/master association to be responsible for 100% of all costs associated with the traffic signal warrant analysis as well as pay 100% of all design, installation, maintenance and energy costs associated with the traffic signal along Euclid Avenue.

    **RESPONSE: The attached parking study done by Erickson Engineering addresses the lack of warrant for a traffic signal at Euclid Ave upon full development of the site. The agreement between the Lot owners is that if a signal is required, Lot 4C would bear the cost of installation. Future maintenance and energy costs, while unlikely, would be borne by the Association as currently drafted in the Declaration.**

25. When development on Lot 2A-2/16 proceeds, or when any development on Lots 4B or 4C proceeds, a

sidewalk along the eastern side of Rohlwing Road from Euclid to Salt Creek Lane, must be constructed per Ord. 12-039. This requirement must be included within the revised Declarations and the responsibility for construction of this improvement should fall with the Master Association.

**RESPONSE: The costs of any sidewalks required by the Village upon development of any of the remaining parcels is a cost to be borne by the adjacent lot owner as agreed between the lot owners. Petitioner will add a provision in the Declaration acknowledging such. Section 3(e) addresses this.**

26. Condition #2c from Ord. 12-039 requires construction of a sidewalk and pedestrian activated signal on the east side of Euclid Ave/Rohlwing Road intersection, at such time when the City of Rolling Meadows installs a sidewalk on the east side of Rohlwing Road form Cardinal Street to Euclid Avenue. This requirement should be outlined in the revised Declarations and the responsibility for construction of this improvement should fall with the Master Association.

    **RESPONSE: The pedestrian activated signal already exists at Rohlwing Road and Euclid Avenue and was done when the bike path was rebuilt.**

27. Condition #3 from Ord. 15-049 requires that the petitioner install a right-hand turn lane from southbound Rohlwing Road to westbound Euclid Avenue as part of Phase 2 (hotel and water park), or with Phase 3, 4 or 5, if any of those phases precede Phase 2. Implementation may occur at a later phase, or may not be required at all, if agreed upon by both the Village of Arlington Heights and the City of Rolling Meadows. The requirement for implementation of this improvement, if determined to be warranted, should be reflected within the revised Declarations and costs for this improvement should fall with the Master Association.

    **RESPONSE: Based on the attached current parking/traffic study, the right-hand westbound turn lane is no longer warranted, however, it was the agreement with the Village that all traffic and associated parking issues would be handled upon a future PUD amendment for either Future Lot 6 or Lot 4C when they are submitted to the Village. See Section 4(f).**

28. Section 5.c.2.ii shall be revised as follows (new language underlined): if any governmental bodies require improvements to Euclid Avenue as a result of the development of nearby properties (not including the Development) <u>that render construction of said medians as infeasible (which shall be at the discretion of the Village),</u> then the obligations of the Development for the consideration of installing medians shall be terminated.

    **RESPONSE: Petitioner will add this to the Declaration.**

29. Please ensure that all plans/documents revised as a result of these comments include a revision date.

    **RESPONSE: Petitioner will add a date footer to the revised documents. The plat already includes the revision date.**

30. Provide all resubmittal documents in a USB/flash drive along with one hard copy.

    **RESPONSE: Petitioner will provide all resubmittal documents in a USB/flash drive along with one hard copy.**

**Plat of Subdivision:**

31. The note on Sheet 1 should read: This property is subject to the Amended & Restated Declaration of Easements, Covenants and Restrictions.

    **RESPONSE: Done**

32. Section 29-201b.13 of Chapter 29 requires the names and last known addresses of the owners of land immediately adjoining the land to be subdivided. Please add this information to the Plat.

    **RESPONSE: According to the Surveyor, this requirement is for Preliminary Plats, not final Plats of Subdivision, therefore he has not included this information on this Plat. Additionally, all three prior Arlington Downs Plats did not include this information.**

33. Please provide the County Clerk endorsement on the Plat per Section 29-209L of Chapter 29.

    **RESPONSE: This will be added as a stamp during the signature process.**

34. Please provide the PINs on the Plat per Section 29-209S of Chapter 29.

    **RESPONSE: Done**

35. Sheet 3 should be revised so that the "Return Plat To" section has the Village of Arlington Heights, not Stoneleigh.

    **RESPONSE: Done. Lot 1B owner will require a copy of the recorded Plat when received as Petitioner's lenders require it.**

**PLAN COMMISSION PC #23-009**
# Arlington Downs Four Plat of Resubdivision
# 3400 Stonegate Boulevard
**Round 2**

17. The petitioner's response to comment nos. 11-16 are acceptable.

18. With regard to the August 4, 2023 Parking Study prepared by Eriksson Engineering:

    a. At this time the minimum warrants for a traffic signal at Euclid Avenue and Stonegate Boulevard are not met; however, the warrants for a traffic signal will need to be reevaluated in the future as the development continues towards full buildout of the Arlington Downs PUD.
    b. The potential right turn lane on Rohlwing Road at Euclid Avenue will need to be evaluated as development continues towards full buildout of the Arlington Downs PUD.
    c. The petitioner shall acknowledge that they accept this understanding.

8-24-23

Michael L. Pagones, P.E. Date
Village Engineer

# Planning & Community Development Dept. Review

August 27, 2023

**REVIEW ROUND 1**

Project: Arlington Downs Plat Amendment
Lot 1A in Arlington Downs Two Subdivision

Case Number: PC 23-009

**Zoning:**

7. The response to comment #7 is noted. The final list of required zoning approvals is identified below:
    a. Preliminary and Final Plat of Subdivision to subdivide one lot into three lots.
    b. Variation to Chapter 29, Section 29-307a.1, to allow Lot 1B and Lot 1D without each lot having their full frontage abutting a street.

8. The response to comment #8 is acceptable.

9. The response to comment #9 is noted. Please confirm that all owners (and individuals who have property within the PUD under contract) aware of and amenable to the requested subdivion.

10. The response to comment #10 is acceptable.

11. The response to comment #11 is acceptable.

**Amendment and Restated Declarations:**

12. The response to comment #12 is acceptable.

13. The response to comment #13 is acceptable.

14. The response to comment #14 is acceptable.

15. The response to comment #15 is noted. Provided that the final version of the Amended and Restated Declarations does not establish restictions that are contrary to the approved PUD, no PUD amendment shall be required at this time.

16. The response to comment #16 is acceptable. Lot 1B is now open to parking for all within the PUD.

17. The response to comment #17 is noted. Based on the revised Declarations, exclusive parking is only allowed within the One Arlington underground garage, the residential garage and surface parking lot as part of ADR-II (Lot 5A), any future parking area for residential uses on Lot 3A, and any future parking area for the residents within the future ADR-IV building. Please confirm this to be accurate.

18. The response to #18 is noted. Section 4.(b), Barriers and Controls, add language to clarify that the Access Drives are not exempted from the restrictions on segregations/barriers.

19. The responses to comments #19, #20, and #21 are noted. Section 3(b)(ii) exempts the use of the Lot 3A Parking Lot and 5A Parking Garage for ingress/egress/access. For the avoidance of any doubt, this section should state that the Access Drives are not exempted from Parking Lot Easement.

20. The response to comment #22 is noted. The Village does not take issue with the Affected Lot Owner having to construct any parallel parking installed within Outlot 1, the maintenance and repair of any such parking area

should fall with the Master Association as the parking would be within the Master Association OUtlot 1C and would be available for all users within the PUD to use for parking.

21. The respone to comment #23 is not acceptable. The Village is still evaluating whether the design and construction of the pavilion (and the portion of the plaza that falls on Outlot 1C) should be deferred until the design of the larger portion of the plaza on Lot 4C is finalized and constructed. The cost of the improvements that fall within Outlot 1C must be borne by the Master Association. This should be clarified in the revised Declarations.

22. The response to comment #24 is unacceptable. As discussed, the obligation for the Euclid Avenue signal falls with the Master Association as per condition #3 in Ordinance #12-039, and the petitioner is willing to modify the Declarations to make this clear, and shall do so in a forthcoming revision and resubmission.

23. The response to comment #25 is not acceptable. The remaining sidewalks should have been constructed during the next phase of development after the rehabilitation of the One Arlington tower. These sidewalks are a cost that must be borne by the Master Association and the Declarations should be revised to make this clear.

24. The response to comment #26 is unacceptable. As discussed, the crosswalk and pedestrian signal are a Master Association cost, and per the existing PUD (Ord 12-039), they shall be constructed at such time as the City of Rolling Meadows installs a sidewalk on the east side of Rohlwing Road from Cardial Street to Euclid Avnue. This must be made clear in the revised Declarations.

25. The response to comment #27 is noted. The Declarations have been revised to include the right-hand turn lane on Rohlwing Road as a cost to be borne by the Master Association if approved by the Village and the City of Rolling Meadows after a traffic warrant analysis requires it.

26. The response to comment #28 is noted. Please make the following additional change: Section 5(c).ii, remove the word "required" from the following: "…if such median is approved and required by Cook County DOT…"

27. The responses to comments #29 and #30 are acceptable.

**Plat of Subdivision:**

28. The responses to comments #31-#35 are acceptable.

**Additional Comments Based on Revised Declarations:**

29. The definition of "Access Aisles" is very specific. Does the petitioner forsee the potential for future access drives constructed within the PUD that may require an amendment to the Declarations?

30. On the definition of "Traffic Signal", please remove the language "may be" and "after sufficient traffic warrants are met from the PUD"

31. Section 4.f, please remove "parallel" and substitute with "future on-street parking".

32. The definition of "Lots" does not appear to contemplate the Future Lot 6 lot. Please either revise the definition of "Lots" to contemplate the Future Lot 6, or include within Section 34 language that clarifies Future Lot 6 shall be included within the definition of Lots if and when it is created.

33. Section 34: Please remove reference to Lot 16 not being part of the PUD. Lot 16 was added to the PUD in 2014 via Ord. 14-025.

34. The definition for "Lot 1B Garage" should be changed to "Lot 1B Parking Garage" for consistency with the recent redlined changes. Section 5(b) title should reference Lot 1B Parking Garage.

Prepared by:

## PLAN COMMISSION PC #23-009

# Arlington Downs Four Plat of Resubdivision 3400 Stonegate Boulevard

### Round 2

17. With regard to the August 4, 2023 Parking Study prepared by Eriksson Engineering:

    a. At this time, the minimum warrants for a traffic signal at Euclid Avenue and Stonegate Boulevard are not met; however, the warrants for a traffic signal will need to be reevaluated in the future as the development continues towards full buildout of the Arlington Downs PUD.
    b. The potential right turn lane on Rohlwing Road at Euclid Avenue will need to be evaluated as development continues towards full buildout of the Arlington Downs PUD.
    c. The petitioner shall acknowledge that they accept this understanding.

**Response: Acknowledged and understood.**

# Planning & Community Development Dept. Review

August 27, 2023

**Zoning:**

7. The response to comment #7 is noted. The final list of required zoning approvals is identified below:

   a. Preliminary and Final Plat of Subdivision to subdivide one lot into three lots.
   b. Variation to Chapter 29, Section 29-307a.1, to allow Lot 1B and Lot 1D without each lot having their full frontage abutting a street.

   **RESPONSE: Acknowledged and understood.**

9. The response to comment #9 is noted. Please confirm that all owners (and individuals who have property within the PUD under contract) [are] aware of and amenable to the requested subdivi[si]on.

   **RESPONSE: Confirmed.**

17. The response to comment #17 is noted. Based on the revised Declarations, exclusive parking is only allowed within the One Arlington underground garage, the residential garage and surface parking lot as part of ADR-II (Lot 5A), any future parking area for residential uses on Lot 3A, and any future parking area for the residents within the future ADR-IV building. Please confirm this to be accurate.

    **RESPONSE: Confirmed.**

18. The response to #18 is noted. Section 4.(b), Barriers and Controls, add language to clarify that the Access Drives are not exempted from the restrictions on segregations/barriers.

    **RESPONSE: Requested language added.**

19. The responses to comments #19, #20, and #21 are noted. Section 3(b)(ii) exempts the use of the Lot 3A Parking Lot and 5A Parking Garage for ingress/egress/access. For the avoidance of any doubt, this section should state that the Access Drives are not exempted from Parking Lot Easement.

    **RESPONSE: Requested language added.**

20. The response to comment #22 is noted. The Village does not take issue with the Affected Lot Owner having to construct any parallel parking installed within Outlot 1, the maintenance and repair of any such parking area should fall with the Master Association as the parking would be within the Master Association Outlot 1C and would be available for all users within the PUD to use for parking.

    **RESPONSE: Requested language added.**

21. The respon[s]e to comment #23 is not acceptable. The Village is still evaluating whether the design and construction of the pavilion (and the portion of the plaza that falls on Outlot 1C) should be deferred until the design of the larger portion of the plaza on Lot 4C is finalized and constructed. The cost of the improvements that fall within Outlot 1C must be borne by the Master Association. This should be clarified in the revised Declarations.

    **RESPONSE: Petitioner disagrees with the Village requiring that the cost of improvements for Outlot 1C must be borne by the Association. The Village has no legal right to require one party or another to be responsible for the cost of improvements in a PUD, except as a part of the PUD approval process, and so long as the parties affected have not agreed otherwise.**

22. The response to comment #24 is unacceptable. As discussed, the obligation for the Euclid Avenue signal falls with the Master Association as per condition #3 in Ordinance #12-039, and the petitioner is willing to modify the Declarations to make this clear, and shall do so in a forthcoming revision and resubmission.

    **RESPONSE: The Village continually misstates that the Master Association is required to do certain things under the various Arlington Downs PUD Ordinances, specifically, Ordinance 12-009. Ordinance refers to the "Petitioner," which was the one entity that owned all of Arlington Downs Lots at the time Ordinance 12-009 was enacted. The "Association" did not exist until its legal creation on January 7, 2019. Since the "Petitioner" has since changed and it, and/or it's successor Lot Owners have sold various Lots to other parties, the "Petitioner" also assigned, and the various lot owners accepted, the responsibilities to complete and satisfy the requirements under the Ordinances. Nowhere do any of the Ordinances affecting Arlington Downs require or state that the "Association" would be responsible for the various additions and improvements to the Arlington Downs PUD.**

23. The response to comment #25 is not acceptable. The remaining sidewalks should have been constructed during the next phase of development after the rehabilitation of the One Arlington tower. These sidewalks are a cost that must be borne by the Master Association and the Declarations should be revised to make this clear.

    **RESPONSE: Sidewalks are ALWAYS built when adjacent land is developed. Current users of the affected Lots do not use the sidewalks around the site because they do not go anywhere. Also, historically, the Village required One Arlington to build the sidewalks when the One Arlington building and improvements were constructed. The Village required that the developer of Payton Place build the sidewalks along Payton Place Drive to Salt Creek Lane, as part of their building permit process. Also required was that Payton Place make the Euclid improvements and bike path conditions precedent to Payton Place receiving its Certificate of Occupancy. There are easements, blockages, fences, etc. over which the**

**Association has not control in order to build. The Lot owners making the improvements to their Lot should do the adjacent work.**

24. The response to comment #26 is unacceptable. As discussed, the crosswalk and pedestrian signal are a Master Association cost, and per the existing PUD (Ord 12-039), they shall be constructed at such time as the City of Rolling Meadows installs a sidewalk on the east side of Rohlwing Road from Cardi[n]al Street to Euclid Av[e]nue. This must be made clear in the revised Declarations.

**RESPONSE: The Master Association did not exist until January, 2019. The obligor and this obligation has been passed down to the respective Lot Owners. As set forth in response to the Village's comment #23 the Lot owners making the improvements to their Lot should do this work. The whole timing of the crosswalks and pedestrian signal is a Cook County issue.**

26. The response to comment #28 is noted. Please make the following additional change: Section 5(c).ii, remove the word "required" from the following: "…if such median is approved and required by Cook County DOT…"

**RESPONSE: Requested language added.**

**Additional Comments Based on Revised Declarations:**

29. The definition of "Access Aisles" is very specific. Does the petitioner for[e]see the potential for future access drives constructed within the PUD that may require an amendment to the Declarations?

**RESPONSE: The only additional Access Drive will be associated with Future Lot 6. When Lot 6 is developed there will be an extension of the existing 27' Access Drive from Stonegate Boulevard directly north to Salt Creek Lane, which is presently the easternmost 27 feet of Lot 16 of Arlington Downs Office Center Subdivision.**

30. On the definition of "Traffic Signal," please remove the language "may be" and "after sufficient traffic warrants are met from the PUD."

**RESPONSE: Requested change made.**

31. Section 4.f, please remove "parallel" and substitute with "future on-street parking."

**RESPONSE: Requested language added.**

32. The definition of "Lots" does not appear to contemplate the Future Lot 6 lot. Please either revise the definition of "Lots" to contemplate the Future Lot 6, or include within Section 34 language that clarifies Future Lot 6 shall be included within the definition of Lots if and when it is created.

**RESPONSE: Please review <u>Section 34</u> of the proposed Amended & Restated Declaration, which covers this issue in detail.**

33. Section 34: Please remove reference to Lot 16 not being part of the PUD. Lot 16 was added to the PUD in 2014 via Ord. 14-025.

    **RESPONSE: Requested change made.**

34. The definition for "Lot 1B Garage" should be changed to "Lot 1B Parking Garage" for consistency with the recent redlined changes. Section 5(b) title should reference Lot 1B Parking Garage.

    **RESPONSE: Requested change made.**

**Village Board**
**10/16/2023**

**Item:** Ordinance - Arlington Downs Plat Amendment - 3400 W. Stonegate Blvd.

**Department**: Planning & Community Development Department

At the October 16, 2023 Village Board meeting, a request for a Preliminary and Final Plat of Subdivision to subdivide the property into three lots, and a variation to allow Lot 1B and Lot 1D without each lot having their full frontage abutting a street, was discussed and approved. The ordinance setting forth the provisions and conditions of approval is attached.

**ATTACHMENTS:**

| Description | Type |
|---|---|
| Ordinance - Arlington Downs Plat Amendment - 3400 W. Stonegate Blvd. | Ordinance |

AN ORDINANCE APPROVING A PRELIMINARY AND
FINAL PLAT OF SUBDIVISION AND A VARIATION
(3400 W. Stonegate Blvd.)

WHEREAS, Arlington Downs Residential, LLC (***"Applicant"***) is the owner of that certain property located in the B-2 General Business District, commonly known as 3400 West Stonegate Boulevard, Arlington Heights, Illinois (***"Property"***) on that certain plat titled Arlington Downs Four, with a last revision date of March 17, 2023, consisting of four sheets and prepared by TFW Surveying & Mapping, Inc. (***"Plat"***); and

WHEREAS, the Applicant desires to subdivide the Property into three residential lots, pursuant to the Plat; and

WHEREAS, two of the three lots depicted on the Plat do not have direct frontage along a street; and

WHEREAS, pursuant to Section 29-307.a of the "Municipal Code of Arlington Heights, Illinois, 1995," as amended (***"Subdivision Code"***), each residential lot must have its full frontage abutting a street; and

WHEREAS, the Applicant has filed an application for preliminary and final approval of the Plat and, pursuant to Section 29-107 of the Subdivision Code, for a variation from Section 29-307.a of the Subdivision Code to allow the proposed subdivision of the Property (collectively, the ***"Requested Relief"***); and

WHEREAS, a public hearing of the Plan Commission of the Village to consider approval of the Requested Relief was duly advertised in the *Daily Herald* newspaper on September 12, 2023, and held on September 27, 2023; and

WHEREAS, on September 27, 2023, the Plan Commission made findings and recommendations in support of the Requested Relief, with conditions; and

WHEREAS, the President and Board of Trustees have determined that the Requested Relief meets the required standards for preliminary and final approval of the Plat and for a variation as set forth in the Subdivision Code; and

WHEREAS, the President and Board of Trustees have determined that it will serve and be in the best interest of the Village to grant the Requested Relief, subject to the conditions, restrictions, and provisions of this Ordinance;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ARLINGTON HEIGHTS:

SECTION 1. RECITALS. The facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

SECTION 2. APPROVAL OF PLAT. The Village hereby approves the Plat in the form attached to and, by this reference, made a part of this Ordinance as Exhibit A.

SECTION 3. GRANT OF VARIATION. Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 4 of this Ordinance, and in accordance with, and pursuant

to, the Subdivision Code and the home rule powers of the Village, the Village hereby grants a variation from Section 29-307.a of the Subdivision Code, to allow Lots 1B and 1D on the Property, as labeled and depicted in the Plat, to not fully front a street.

SECTION 4. EXECUTION OF PLAT. The Village President and Village Clerk are hereby authorized and directed to execute and seal, on behalf of the Village, the Plat only after the satisfaction of the following:

A. The Applicant must satisfy all requirements to have the County Clerk sign the Plat, including, without limitation, payment of all property taxes due and owing on the Property.

B. The Plat must include all certificates, signatures, and seals required by the Subdivision Code.

C. The Applicant must provide the Village with an executed Amended and Restated Declaration of Covenants for the Property (***"Declaration"***) in the form attached to and, by this reference made a part of this Ordinance as Exhibit B, with the revisions set forth below.

1. Rohlwing Road Streetscape Improvements. The Declaration must require that: (i) upon development of the first of Lots 2A-2, 16, 4B, Lot 4C, as labeled and depicted in the Declaration, full streetscape improvements, as required by applicable law, must be installed from Salt Creek Lane to Euclid Avenue, including a pedestrian signal and crosswalk across Euclid Avenue on the east side of Rohlwing Road (***"Rohlwing Road Streetscape Improvements"***), (ii) the cost of the Rohlwing Road Streetscape Improvements will be proportionately shared between the owners of Lots 4B, 4C, 2A-2, and 16, and (iii) at the request of the owners of Lots 4B, 4C, 2A-2, and 16, the Village may establish a recapture agreement among the owners of Lots 4B, 4C, 2A-2, and 16 for the cost of the Rohlwing Road Streetscape Improvements, at the time a building permit is issued for their construction.

2. Rohlwing Road Right-Turn Lane. The Declaration must require that the Arlington Downs Master Association, Inc. (***"Association"***): (i) obtain and update upon Village request, at the Association's cost, a warrant study for a right-turn lane for the southbound approach on Rohlwing Road to westbound Euclid (***"Rohlwing Road Turn Lane"***); (ii) timely install the Rohlwing Road Turn Lane, if warranted according to the study; (iii) if the study determines the Rohlwing Road Turn Lane is warranted prior to or as part of the development of Lots 16, 2A-2, 4B, 4C, or 3A, pay for all the design, engineering, and construction costs of the Rohlwing Road Turn Lane; (iv) if the study determines the Rohlwing Road Turn Lane is warranted after development of all the property commonly known as the Arlington Downs Planned Unit Development as legally described in Exhibit C attached to and, by this reference, made a part of this Ordinance, pay a proportionate share of the design, engineering, and construction costs of the Rohlwing Road Turn Lane, with the share of costs being based on traffic volumes as determined by a professional traffic study; and (v) provide the Rohlwing Road Turn Lane warrant study, and updates to it, to the Village upon the Village's request.

3. Land-Banked Parking. The Declaration must require that the owners of Lots 1B, 2A-1, 4B, and 4C, as labeled and depicted in the Declaration, must construct, at their cost and expense, the land-banked parking located on Lots 1B and 2A-1, as depicted in the drawings attached to and, by this reference made a part of this

Ordinance as Exhibit D, in the specific locations and quantities directed by the Village, within 120 days after notice from the Village to the owners of Lots 1B, 2A-1, 4B, and 4C to proceed.

4. Plaza and Pavilion. The Declaration must allow any owner of a lot depicted and labeled on the Declaration the right to construct the pavilion and any elements of the plaza area that are within the boundaries of Outlot 1C, as labeled and depicted in the Declaration.

5. Euclid Avenue and Stonegate Boulevard Traffic Signal. The Declaration must require that the Association: (i) obtain, at its cost, a traffic signal warrant analysis for the intersection of Euclid Avenue and Stonegate Boulevard (***"Euclid/Stonegate Turn Signal"***), (ii) cause the Euclid/Stonegate Turn Signal to be constructed in a timely manner, if warranted, and (iii) pay all costs of design, engineering, installation, maintenance, and energy costs associated with the Euclid/Stonegate Turn Signal.

6. Village Entry Sign. The Declaration must provide that the Village entry sign referred to in condition # 4 in Section 4 of Village Ordinance 15-049 adopted December 7, 2015 must be constructed when development occurs on either Lot 4B or Lot 4C, whichever occurs first.

7. Conflicts Between Approvals. The Declaration must provide that to the extent of any conflict or inconsistency between the Declaration and any Village zoning, subdivision, or other land use approval, the terms of the Village zoning, subdivision, or other land use approval controls and prevails, except that the timing for the installation of the Rohlwing Road Turn Lane is governed by Section 4.C.2 of this Ordinance, and not condition # 3 in Section 4 of Ordinance 15-049 adopted December 7, 2015.

8. Beneficiaries. The Declaration must provide that: (i) the Village is a third-party beneficiary of the parties' obligations in the Declaration and that the Village may enforce those obligations in its discretion, (ii) the City of Rolling Meadows is a third-party beneficiary of the parties' obligations regarding the Rohlwing Road Streetscape Improvements and Rohlwing Road Turn Lane, and that the City may enforce those obligations in its discretion, and (iii) the Declaration may not be amended without the written consent of the Village, and with respect to the Rohlwing Road Streetscape Improvements and Rohlwing Road Turn Lane, without the written consent of the City.

SECTION 5. RECORDATION OF PLAT. Upon execution of the Plat by the Village President and Village Clerk, as provided in Section 4 of this Ordinance, the Village Clerk is directed to cause the Plat and Declaration to be recorded against the Property with the Cook County Clerk's Recording Division.

SECTION 6. SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance are to remain in full force and effect, and will be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 7. EFFECTIVE DATE. This Ordinance will be effective only upon passage by the Village President and Board of Trustees in the manner required by law.

AYES:

NAYS:

PASSED AND APPROVED THIS ___ day of _____, 2023

_____
Village President

ATTEST:

_____
Village Clerk

EXHIBIT A

PLAT OF SUBDIVISION

(attached)

# ARLINGTON DOWNS FOUR

BEING A RESUBDIVISION OF LOTS 1A IN ARLINGTON DOWNS TWO, BEING A RESUBDIVISION OF LOTS 1, 2 AND 4 IN ARLINGTON DOWNS, BEING A PLANNED UNIT DEVELOPMENT OF PART OF THE NORTHWEST 1/4 OF SECTION 25 AND PART OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF RESUBDIVISION RECORDED OCTOBER 25, 2013 AS DOCUMENT NUMBER 1329839038, IN COOK COUNTY, ILLINOIS.

PROJECT BENCHMARK:
VILLAGE OF ARLINGTON HEIGHTS
MONUMENT "4A – KASPAR" BRONZE DISK
AT SOUTHWEST CORNER OF OAKTON
STREET & KASPAR AVE.
NAVD 1988 ELEVATION = 719.17

PINS OF PROPERTY INCLUDED IN THIS SUBDIVISION:
02-25-100-044
02-25-100-048
02-25-100-049
02-26-201-034
02-26-201-035
02-26-201-031

SITE IS IMPROVED WITH BUILDING AND PARKING LOT. NO IMPROVEMENTS SHOWN HEREON.

GRAPHIC SCALE
60' 0 30' 60' 120' 240'
( IN FEET )
1 inch = 60' ft.
1" = 60'
NORTH

| NUMBER | DISTANCE | BEARING (M) | BEARING (D) |
|---|---|---|---|
| L1 | 12.89 | S89°58'14"E | S89°53'23"E |
| L2 | 20.66 | S00°02'26"W | S00°07'17"W |
| L3 | 40.58 | N89°59'27"W | |
| L4 | 18.00 | N00°06'05"W | |
| L5 | 13.02 | S89°57'08"E | |
| L6 | 18.57 | S42°58'29"W | |
| L7 | 5.06 | N62°24'35"W | |
| L8 | 17.58 | N38°16'43"E | |
| L9 | 17.67 | S51°43'17"E | |
| L10 | 92.50 | N38°16'43"E | |
| L11 | 17.67 | N51°43'17"W | |
| L12 | 17.58 | N38°16'43"E | |
| L13 | 16.00 | N51°43'17"W | |
| L14 | 78.86 | S24°50'43"W | |
| L15 | 53.13 | S38°16'43"W | |

| NUMBER | ARC LENGTH | RADIUS | DELTA | CHORD LENGTH | CHORD BEARING |
|---|---|---|---|---|---|
| C1 | 4.70 | 3.00 | 89°47'56" | 4.24 | S45°04'16"E |
| C2 | 33.38 | 20.67 | 90°32'40" | 29.87 | N72°33'50"E |
| C3 | 44.61 | 214.00' | 11°56'34" | 44.53 | N84°01'10"E |
| C4 | 47.53' | 397.50' | 06°61'05" | 47.50' | N86°40'3"E |
| C5 | 25.17 | 397.50 | 03°37'41" | 25.17 | N85°03'50"W |
| C6 | 22.36 | 397.50 | 03°13'24" | 22.36 | N88°29'23"W |
| C7 | 77.57 | 472.50 | 09°24'21" | 77.48 | N85°23'54"W |
| C8 | 63.53 | 472.50 | 07°42'14" | 63.49 | N76°50'37"W |

NOTE:
THE PROPERTY IS SUBJECT TO AMENDED & RESTATED DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS (ARLINGTON DOWNS) DATED

THIS SUBDIVISION IS PART OF A LARGER DEVELOPMENT AND SOME EASEMENT NOTES DO IMPACT THIS LOT.
NOTE E1: PUBLIC UTILITY EASEMENT PER ARLINGTON PARK OFFICE CENTRE RECORDED MAY 23, 1980 AS DOCUMENT 25466742.

NOTE E7: ARLINGTON PARK OFFICE CENTER, RECORDED MAY 23, 1980 AS DOCUMENT 25466742 DEPICTS AN EASEMENT OR SETBACK LINE ALONG THE NORTH LINE OF LOT 16. THE RECORDED PLAT OF SUBDIVISION IS PARTIALLY ILLEGIBLE AND DOES NOT INCLUDE SUFFICIENT DIMENSIONS TO DEPICT EASEMENT. EASEMENT SHOWN HEREON IS FOR GRAPHICAL PURPOSES ONLY, AND SHOULD NOT BE RELIED UPON AS A FINAL LOCATION OF SAID EASEMENT / SETBACK LINE. REFER TO RECORD DOCUMENT FOR COMPLETE DETAILS.

BSL = BUILDING SETBACK LINE
PUDE = PUBLIC UTILITY AND DRAINAGE EASEMENT
PUE = PUBLIC UTILITY EASEMENT

SCHOOL LIMITS NOTE: THE LIMITS OF THE SCHOOL DISTRICTS ARE APPROXIMATE. THE LIMITS OF DISTRICTS AS SHOWN ON THEIR MAPS IS APPROXIMATE. NO LEGAL DESCRIPTION OR MATHEMATICAL INFORMATION IS PROVIDED TO DETERMINE EXACT LIMITS. REFER TO SCHOOL DISTRICTS FOR COMPLETE INFORMATION ON LIMITS.

THIS SUBDIVISION CREATES LOT 1B, OUTLOT 1C AND LOT 1D. THE LOT NUMBERING IS AN INTEGRAL PART OF A LARGER DEVELOPMENT. LOT NUMBERING HAS BEEN PROVIDED BY THE CLIENT.

SEE AREA SUMMARY ON SHEET 3

REVISED DATE: MARCH 17, 2023 (INCLUDED LOT 1D)
DATE: JANUARY 12, 2023 (LOTS 1B AND OUTLOT 1C ONLY)(230406)
ORDER NO: 220843
PROJ. NO: 1300.1
FOR: STONELEIGH COMPANIES, LLC
PROJ. NAME: ARLINGTON DOWNS

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Professional Design Firm Registration #184-002793.

SHEET 1 OF 4
PRIOR TO SUBDIVISION

PREPARED BY:
TFW SURVEYING & MAPPING LLC
LAND SURVEYING · TOPOGRAPHIC MAPPING · CONSTRUCTION LAYOUT
1761 DILLEYS ROAD · SUITE 105 · GURNEE, ILLINOIS 60031
847-548-6600 FAX 548-6699
info@tfwsurvey.com www.tfwsurvey.com

# ARLINGTON DOWNS FOUR

BEING A RESUBDIVISION OF LOTS 1A IN ARLINGTON DOWNS TWO, BEING A RESUBDIVISION OF LOTS 1, 2 AND 4 IN ARLINGTON DOWNS, BEING A PLANNED UNIT DEVELOPMENT OF PART OF THE NORTHWEST 1/4 OF SECTION 25 AND PART OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF RESUBDIVISION RECORDED OCTOBER 25, 2013 AS DOCUMENT NUMBER 1329839038, IN COOK COUNTY, ILLINOIS.

PROJECT BENCHMARK:
VILLAGE OF ARLINGTON HEIGHTS
MONUMENT "4A – KASPAR" BRONZE DISK
AT SOUTHWEST CORNER OF OAKTON
STREET & KASPAR AVE.
NAVD 1988 ELEVATION = 719.17

*ELEVATION OF 729.3 BASED ON PROPOSED TOP OF PARKING GARAGE AS PROVIDED TO TFW SURVEYING & MAPPING. TOP OF PARKING GARAGE NOT VISIBLE OR ACCESSIBLE FOR MEASUREMENTS.

SITE IS IMPROVED WITH BUILDING AND PARKING LOT. NO IMPROVEMENTS SHOWN HEREON.

LIMITS OF LOT 1B
SEE DETAIL V1 FOR ALL DIMENSIONS ON THE VERTICAL LIMITS OF LOT 1B AND INCLUDED IN OUTLOT 1C AND LOT 1D

LIMITS OF LOT 1B BELOW AN ELEVATION OF 729.3*
(PROPERTY EXCLUDED FROM LOT 1D)

LIMITS OF OUTLOT 1D ABOVE AN ELEVATION OF 729.3*
(PROPERTY EXCLUDED FROM LOT 1B)

DETAIL V1

DETAIL V2

GRAPHIC SCALE
( IN FEET )
1 inch = 60' ft.
1" = 60'

| NUMBER | DISTANCE | BEARING (M) | BEARING (D) |
|---|---|---|---|
| L1 | 12.89 | S89°58'14"E | S89°53'23"E |
| L2 | 20.66 | S00°02'26"W | S00°07'17"W |
| L3 | 40.58 | N89°59'27"W | |
| L4 | 18.00 | N00°06'05"W | |
| L5 | 13.02 | S89°57'08"E | |
| L6 | 18.57 | S42°58'29"W | |
| L7 | 5.06 | N62°24'35"W | |
| L8 | 17.58 | N38°16'43"E | |
| L9 | 17.67 | S51°43'17"E | |
| L10 | 92.50 | N38°16'43"E | |
| L11 | 17.67 | N51°43'17"W | |
| L12 | 17.58 | N38°16'43"E | |
| L13 | 16.00 | N51°43'17"W | |
| L14 | 78.86 | S24°50'43"W | |
| L15 | 53.13 | S38°16'43"W | |

| NUMBER | ARC LENGTH | RADIUS | DELTA | CHORD LENGTH | CHORD BEARING |
|---|---|---|---|---|---|
| C1 | 4.70 | 3.00 | 89°47'56" | 4.24 | S45°04'16"E |
| C2 | 33.38 | 20.67 | 90°32'40" | 29.87 | N72°33'50"E |
| C3 | 44.61 | 214.00' | 11°56'34" | 44.53 | N84°01'10"E |
| C4 | 47.53' | 397.50' | 06°61'05" | 47.50' | N86°40'3"E |
| C5 | 25.17 | 397.50 | 03°37'41" | 25.17 | N85°03'50"W |
| C6 | 22.36 | 397.50 | 03°13'24" | 22.36 | N88°29'23"W |
| C7 | 77.57 | 472.50 | 09°24'21" | 77.48 | N85°23'54"W |
| C8 | 63.53 | 472.50 | 07°42'14" | 63.49 | N76°50'37"W |

NOTE:
THE PROPERTY IS SUBJECT TO AMENDED & RESTATED DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS (ARLINGTON DOWNS) DATED

THIS SUBDIVISION IS PART OF A LARGER DEVELOPMENT AND SOME EASEMENT NOTES DO IMPACT THIS LOT.
NOTE E1: PUBLIC UTILITY EASEMENT PER ARLINGTON PARK OFFICE CENTRE RECORDED MAY 23, 1980 AS DOCUMENT 25466742.

NOTE E7: ARLINGTON PARK OFFICE CENTER, RECORDED MAY 23, 1980 AS DOCUMENT 25466742 DEPICTS AN EASEMENT OR SETBACK LINE ALONG THE NORTH LINE OF LOT 16. THE RECORDED PLAT OF SUBDIVISION IS PARTIALLY ILLEGIBLE AND DOES NOT INCLUDE SUFFICIENT DIMENSIONS TO DEPICT EASEMENT. EASEMENT SHOWN HEREON IS FOR GRAPHICAL PURPOSES ONLY, AND SHOULD NOT BE RELIED UPON AS A FINAL LOCATION OF SAID EASEMENT / SETBACK LINE. REFER TO RECORD DOCUMENT FOR COMPLETE DETAILS.

BSL = BUILDING SETBACK LINE
PUDE = PUBLIC UTILITY AND DRAINAGE EASEMENT
PUE = PUBLIC UTILITY EASEMENT

SCHOOL LIMITS NOTE: THE LIMITS OF THE SCHOOL DISTRICTS ARE APPROXIMATE. THE LIMITS OF DISTRICTS AS SHOWN ON THEIR MAPS IS APPROXIMATE. NO LEGAL DESCRIPTION OR MATHEMATICAL INFORMATION IS PROVIDED TO DETERMINE EXACT LIMITS. REFER TO SCHOOL DISTRICTS FOR COMPLETE INFORMATION ON LIMITS.

THIS SUBDIVISION CREATES LOT 1B, OUTLOT 1C AND LOT 1D. THE LOT NUMBERING IS AN INTEGRAL PART OF A LARGER DEVELOPMENT. LOT NUMBERING HAS BEEN PROVIDED BY THE CLIENT.

SEE AREA SUMMARY ON SHEET 3

REVISED DATE: AUGUST 7, 2023 (VILLAGE COMMENTS 8/2/23)
REVISED DATE: MARCH 17, 2023 (INCLUDED LOT 1D)
DATE: JANUARY 12, 2023 (LOTS 1B AND OUTLOT 1C ONLY)(230406)
ORDER NO: 220843
PROJ. NO: 1300.1
FOR: STONELEIGH COMPANIES, LLC
PROJ. NAME: ARLINGTON DOWNS

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Professional Design Firm Registration #184–002793.

SHEET 2 OF 4
AS SUBDIVIDED

PREPARED BY:
TFW SURVEYING & MAPPING INC
LAND SURVEYING · TOPOGRAPHIC MAPPING · CONSTRUCTION LAYOUT
1761 DILLEYS ROAD · SUITE 105 · GURNEE, ILLINOIS 60031
847-548-6600 FAX 548-6699
info@tfwsurvey.com www.tfwsurvey.com

## VILLAGE COLLECTOR CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I DO HEREBY CERTIFY THAT THERE ARE NO DEFERRED SPECIAL ASSESSMENTS OR UNPAID CURRENT ASSESSMENTS DUE AGAINST THE LAND INCLUDED IN THE ABOVE PLAT.
DATED THIS ___ DAY OF _____, A.D. 202__.

_____
VILLAGE COLLECTOR

## VILLAGE PLAN COMMISSION & VILLAGE BOARD CERTIFICATE AND DIRECTOR OF ENGINEERING

STATE OF ILLINOIS)
COUNTY OF COOK) SS

UNDER THE AUTHORITY PROVIDED BY 65 ILCS 5/11-12 AS AMENDED BY THE STATE LEGISLATURE OF THE STATE OF ILLINOIS AND ORDINANCE ADOPTED BY THE VILLAGE BOARD OF THE VILLAGE OF ARLINGTON HEIGHTS, ILLINOIS, THIS PLAT WAS GIVEN APPROVAL BY THE VILLAGE OF ARLINGTON HEIGHTS AND MUST BE RECORDED WITHIN SIX MONTHS OF THE DATE OF APPROVAL BY THE VILLAGE BOARD, OTHERWISE IT IS NULL AND VOID.
APPROVED BY THE PLAN COMMISSION AT A MEETING HELD

THIS _____ DAY OF _____, A.D. 202____.

_____
CHAIRMAN

_____
SECRETARY

APPROVED BY THE VILLAGE BOARD OF TRUSTEES AT A MEETING HELD

THIS _____ DAY OF _____, A.D. 202____.

_____
PRESIDENT

_____
VILLAGE CLERK

APPROVED BY THE DIRECTOR OF ENGINEERING

THIS _____ DAY OF _____, A.D. 202____.

_____
VILLAGE ENGINEER

NOTE 1: ARLINGTON DOWNS TWO RECORDED OCTOBER 25, 2013 AS DOCUMENT 1329839038 DEPICTS EASEMENTS AND BUILDING SETBACK LINES CREATED BY ARLINGTON PARK OFFICE CENTER (RECORDED MAY 23, 1980 AS DOCUMENT 25466742). THE EASEMENTS AND BUILDING SETBACK LINES AFFECT SUBJECT PROPERTY. EASEMENTS AND BUILDING SETBACK LINES (AS STILL EXISTING) ARE SHOWN HEREON. NO NEW EASEMENTS OR BUILDING SETBACK LINES WERE CREATED PER ARLINGTON DOWNS TWO.
ARLINGTON DOWNS RECORDED JANUARY 3, 2013 AS DOCUMENT 1300334039 DEPICTS EASEMENTS AND BUILDING SETBACK LINES CREATED BY ARLINGTON PARK OFFICE CENTER (RECORDED MAY 23, 1980 AS DOCUMENT 25466742). THE EASEMENTS AND BUILDING SETBACK LINES AFFECT SUBJECT PROPERTY. EASEMENTS AND BUILDING SETBACK LINES (AS STILL EXISTING) ARE SHOWN HEREON. NO NEW EASEMENTS OR BUILDING SETBACK LINES WERE CREATED PER ARLINGTON DOWNS.
ARLINGTON PARK OFFICE CENTRE RECORDED MAY 23, 1980, AS DOCUMENT 25466742 DEPICTS EASEMENTS AND BUILDING SETBACK LINES THE EASEMENTS AND BUILDING SETBACK LINES AFFECT SUBJECT PROPERTY. EASEMENTS AND BUILDING SETBACK LINES (AS STILL EXISTING) ARE SHOWN HEREON.
NOTE 2: DOCUMENT 1221210141, RECORD JULY 30, 2012 GRANTS EASEMENTS. DOCUMENT IS PARTIALLY ILLEGIBLE. DOCUMENT DOES NOT CONTAIN A LEGAL DESCRIPTION OR MATHEMATICAL LOCATION OF EASEMENT. AFFECTS THE SUBJECT PROPERTY, BUT EASEMENT CANNOT BE PLOTTED HEREON.
NOTE 3: DOCUMENT 1410049002 AFFECTS THE SUBJECT PROPERTY, BUT IS NOT PLOTTABLE.
NOTE 4: ONLY RECORDED EASEMENTS AND SETBACKS ARE SHOWN HEREON (ZONING SETBACKS ARE INCLUDED, BUT NOTED AS ZONING SETBACKS).

## AREA SUMMARY (PRIOR TO SUBDIVISION)

| | | |
|---|---|---|
| LOT 1A | 256,108 SQ. FT. | 5.8794 ACRES |
| TOTAL SUBDIVIDED | 256,108 SQ. FT. | 5.8794 ACRES |

## AREA SUMMARY (AS SUBDIVIDED)

| | | |
|---|---|---|
| LOT 1B** | 86,266 SQ. FT. | 1.9803 ACRES |
| OUTLOT 1C** | 167,690 SQ. FT. | 3.8497 ACRES |
| OUTLOT 1D** | 2,152 SQ. FT. | 0.0494 ACRES |
| TOTAL SUBDIVIDED | 256,108 SQ. FT. | 5.8794 ACRES |

**TOTAL SUBDIVIDED LOT 1B AND OUTLOT 1C SHARE COINCIDENT SPACE OF 51,764 SQ. FT. LOT 1B IS BELOW ELEVATION 729.3 AND OUTLOT 1C IS ABOVE ELEVATION 729.3.

**TOTAL SUBDIVIDED LOT 1B AND LOT 1D SHARE COINCIDENT SPACE OF 2,152 SQ. FT. LOT 1B IS BELOW ELEVATION 729.3 AND OUTLOT 1D IS ABOVE ELEVATION 729.3.

**REVISED DATE: AUGUST 7, 2023 (VILLAGE COMMENTS 8/2/23)**
**REVISED DATE: MARCH 17, 2023 (INCLUDED LOT 1D)**
**DATE: JANUARY 12, 2023 (LOTS 1B AND OUTLOT 1C ONLY)(230406)**
**ORDER NO: 220843**
**PROJ. NO: 1300.1**
**FOR: STONELEIGH COMPANIES, LLC**
**PROJ. NAME: ARLINGTON DOWNS**
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Professional Design Firm Registration #184-002793.

**SHEET 3 OF 4 CERTIFICATES**

## EASEMENT PROVISIONS

NO NEW EASEMENTS GRANTED PER THIS PLAT.

## DEED DEDICATION NOTE

NO DEDICATIONS OR NEW EASEMENTS ARE GRANTED PER THIS PLAT.

NOTE E1: DOCUMENT 25591285, RECORDED SEPTEMBER 19, 1980 IS A DECLARATION OF EASEMENTS. THE EASEMENT LOCATIONS LISTED IN SAID DOCUMENT WERE PREVIOUSLY CREATED BY ARLINGTON PARK OFFICE CENTRE, RECORDED MAY 23, 1980 AS DOCUMENT 25466742.

NOTE E2: INTENTIONALLY OMITTED.

NOTE E3: PUBLIC UTILITY EASEMENT PER ARLINGTON PARK OFFICE CENTRE RECORDED MAY 23, 1980 AS DOCUMENT 25466742.

NOTE E4: DOCUMENT 1316322014 RECORDED JUNE 12, 2013 CREATES "A NON-EXCLUSIVE EASEMENT FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS, DRIVEWAYS, PARKING, UTILITIES AND SIGNS AS CREATED BY DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS." THE DOCUMENT DOES NOT CONTAIN A LEGAL DESCRIPTION OR A MATHEMATICAL LOCATION OF THE EASEMENT. EASEMENT AFFECTS PROPERTY BUT CANNOT BE PLOTTED.

NOTE E5: DOCUMENT 1316322015 RECORDED JUNE 12, 2013 CREATES A TEMPORARY CONSTRUCTION EASEMENT. EASEMENT IS BLANKET IN NATURE AND CANNOT BE PLOTTED.

NOTE E6: DOCUMENT 1316322016 RECORDED JUNE 12, 2013 CREATES AN EASEMENT FOR PARTY WALL. EASEMENT AFFECTS PROPERTY BUT CANNOT BE PLOTTED. THE LOCATION OF THE SUBJECT PARTY WALL IS LABELED HEREON.

SEND TAX BILL:
NAME: STONELEIGH COMPANIES
ADDRESS: 760 W. MAIN ST, SUITE 140
ADDRESS: BARRINGTON, IL 60010

RETURN PLAT TO:
NAME: VILLAGE OF ARLINGTON HEIGHTS
ADDRESS: 33 S. ARLINGTON HEIGHTS ROAD
ADDRESS: ARLINGTON HEIGHTS, IL 60005

PREPARED BY:
TFW SURVEYING & MAPPING, LLC
LAND SURVEYING · TOPOGRAPHIC MAPPING · CONSTRUCTION LAYOUT
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847-548-6600 FAX 548-6699
info@tfwsurvey.com www.tfwsurvey.com

## TITLE COMMITMENT NOTES

TITLE COMMITMENT NOTES:
(TITLE COMMITMENT INCLUDES ADDITIONAL PROPERTY THAT IS NOT SURVEYED HEREON.)
THIS SURVEY REFLECTS CERTAIN MATTERS OF TITLE AS INDICATED WITHIN:
CHICAGO TITLE INSURANCE COMPANY ALTA OWNER'S POLICY OF TITLE INSURANCE COMMITMENT NO. 22007423WF COMMITMENT DATE: JUNE 13, 2022
PIN AS LISTED IN TITLE COMMITMENT: 02-25-100-036-0000, 02-25-100-044-0000, 02-25-100-048-0000, 02-25-100-049-0000, 02-26-201-029-0000, 02-26-201-030-0000, 02-26-201-031-0000, 02-26-201-034-0000 & 02-26-201-035-0000
THIS PROPERTY MAY BE SUBJECT TO COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED WITHIN:
[CTIC X #25] DOCUMENT 1316322014, RECORDED JUNE 12, 2013 & DOCUMENT 1829506233, RECORDED OCTOBER 22, 2018 (DECLARATION OF EASEMENT – NOT PLOTTABLE)
[CTIC Y #26] DOCUMENTS 1329839038, 1300334039 AND 25466742 (SUBDIVISIONS – SEE NOTE 1 AND NOTE E1)
[CTIC Z #27] DOCUMENTS 1329839038, 1300334039 AND 25466742 (SUBDIVISIONS – SEE NOTE 1 AND NOTE E1)
[CTIC AA #28] DOCUMENT 1221210141, RECORDED JULY 30, 2012 (WIRELESS COMMUNICATION EASEMENT – NOT PLOTTABLE)
[CTIC AB #29] DOCUMENT 25466742, RECORDED MAY 23, 1980 (SUBDIVISION – SHOWN ON PLAT) 25591285, 1316322014, 1316322015 AND 1316322016 (EASEMENTS TERMS, PROVISIONS AND CONDITIONS – NOT PLOTTABLE)
[CTIC AF #33] DOCUMENT 1711622050, RECORDED APRIL 26, 2017 (EASEMENTS – SHOWN ON PLAT)
[CTIC AH #35] DOCUMENT 1901616080, RECORDED JANUARY 16, 2019 (EASEMENT – NOT PLOTTABLE, REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS)
[CTIC AI #36] DOCUMENT 2100834061, RECORDED JANUARY 8, 2021 (ACCESS EASEMENT AGREEMENT – EASEMENT IN DOCUMENT CANNOT BE MATHEMATICALLY RECREATED – NOT SHOWN HEREON)
[CTIC AJ #37] DOCUMENT 2100834062, RECORDED JANUARY 8, 2021 (ACCESS EASEMENT AGREEMENT – EASEMENT IN DOCUMENT CANNOT BE MATHEMATICALLY RECREATED – NOT SHOWN HEREON)
[CTIC BZ #38] DOCUMENT 2100834063, RECORDED JANUARY 8, 2021 (ACCESS EASEMENT AGREEMENT – EASEMENT IN DOCUMENT CANNOT BE MATHEMATICALLY RECREATED – NOT SHOWN HEREON)
[CTIC AL #39] DOCUMENT 24993673, RECORDED JUNE 7, 1979 (ESTOPPEL AGREEMENT – NOT PLOTTABLE)
DOCUMENT 25466763, RECORDED MAY 23, 1980 (ESTOPPEL AGREEMENT – NOT PLOTTABLE)
[CTIC AM #40] DOCUMENT 25479286, RECORDED JUNE 6, 1980 (DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS – NOT PLOTTABLE)
DOCUMENT 25930872, RECORDED JULY 8, 1981 (ASSIGNMENT OF RIGHTS – NOT PLOTTABLE)
DOCUMENT 27310484, RECORDED OCTOBER 25, 1984 (FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS – NOT PLOTTABLE)
[CTIC AN #41] DOCUMENT 27091940 (EASEMENT – NOT PLOTTABLE)
[CTIC AP #42] DOCUMENT 25466742, RECORDED MAY 23, 1980 (SUBDIVISION – SHOWN ON PLAT)
[CTIC AR #43] DOCUMENT 1631257129, RECORDED NOVEMBER 7, 2016 (MEMORANDUM OF DEVELOPMENT SERVICES AGREEMENT – NOT PLOTTABLE)
DOCUMENT 1631257130, RECORDED NOVEMBER 7, 2016 (MEMORANDUM OF DEVELOPMENT SERVICES AGREEMENT – NOT PLOTTABLE)
[CTIC AS #44] DOCUMENT 1816413014, RECORDED JUNE 13, 2018 (ORDINANCE – NOT PLOTTABLE)
[CTIC AU #45] DOCUMENT 1208229038, RECORDED MARCH 22, 2012 (ORDINANCE – NOT PLOTTABLE)
[CTIC AZ #46] DOCUMENT 24785936, RECORDED JANUARY 2, 1979 (UTILITY EASEMENT AGREEMENT – NOT PLOTTABLE)
THE PLAT OF SAID PROPERTY WAS RECORDED AS DOCUMENT 25466742, RECORDED MAY 23, 1980 (SUBDIVISION – SHOWN ON PLAT)
[CTIC BC #47] DOCUMENT 1829506230, RECORDED OCTOBER 22, 2018 (DECLARATION OF COVENANTS – NOT PLOTTABLE)
[CTIC BD #48] DOCUMENT 1316322014, RECORDED JUNE 12, 2013 (EASEMENT – SEE NOTE E4)
AMENDED BY DOCUMENT 1829506233, RECORDED OCTOBER 22, 2018 (DECLARATION – NOT PLOTTABLE)
[CTIC BY #50] DOCUMENT 2100815095, RECORDED JANUARY 8, 2021 (AGREEMENT – NOT PLOTTABLE)
[CTIC CA #50] DOCUMENT 2127757010, RECORDED OCTOBER 4, 2021 (WATERSHED MANAGEMENT– NOT PLOTTABLE)

# ARLINGTON DOWNS FOUR

BEING A RESUBDIVISION OF LOTS 1A IN ARLINGTON DOWNS TWO, BEING A RESUBDIVISION OF LOTS 1, 2 AND 4 IN ARLINGTON DOWNS, BEING A PLANNED UNIT DEVELOPMENT OF PART OF THE NORTHWEST 1/4 OF SECTION 25 AND PART OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF RESUBDIVISION RECORDED OCTOBER 25, 2013 AS DOCUMENT NUMBER 1329839038, IN COOK COUNTY, ILLINOIS.

## SURVEYOR'S DESIGNATION OF RECORDING

STATE OF ILLINOIS)
COUNTY OF LAKE) SS

I, JAMES P. MEIER, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF ILLINOIS, HEREBY

DESIGNATE _____ OF VILLAGE CLERK'S OFFICE IN THE VILLAGE OF ARLINGTON HEIGHTS, ILLINOIS TO RECORD THIS SUBDIVISION PLAT WITH THE COOK COUNTY RECORDER OF DEEDS. THIS DESIGNATION IS GRANTED UNDER THE RIGHT TO DESIGNATE SUCH RECORDING UNDER CHAPTER 109, SECTION 2 OF THE ILLINOIS REVISED STATUTES. AS A CONDITION OF THIS GRANT, SAID DESIGNEE IS HEREBY REQUIRED TO PROVIDE TO THIS SURVEYOR, A CERTIFIED COPY OF SAID PLAT, IMMEDIATELY UPON RECORDING OF SAME. RECEIPT OF SAID CERTIFIED COPY WILL SERVE AS NOTICE TO THE SURVEYOR THAT THE PLAT HEREON DRAWN HAS BEEN RECORDED.

DATED THIS 3rd DAY OF AUGUST, A.D. 2022.

_____
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3295
LICENSE EXPIRES NOVEMBER 30, 2024

## SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF LAKE) SS)

I, JAMES P. MEIER, ILLINOIS PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY

THAT I HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY TO-WIT:

LOT 1A IN ARLINGTON DOWNS TWO, BEING A RESUBDIVISION OF LOTS 1, 2 AND 4 IN ARLINGTON DOWNS, BEING A PLANNED UNIT DEVELOPMENT OF PART OF THE NORTHWEST 1/4 OF SECTION 25 AND PART OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF RESUBDIVISION RECORDED OCTOBER 25, 2013 AS DOCUMENT NUMBER 1329839038, IN COOK COUNTY, ILLINOIS.

AND THAT THE PLAT HEREON DRAWN IS A REPRESENTATION OF SAID SURVEY AND SUBDIVISION. DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
I FURTHER CERTIFY THAT THE LAND INCLUDED BY SAID SURVEY IS WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF ARLINGTON HEIGHTS.

I FURTHER CERTIFY THAT THE PROPERTY SHOWN HEREON FALLS PARTIALLY WITHIN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN), AS PER MY REVIEW OF THE NATIONAL FLOOD INSURANCE PROGRAM – FLOOD INSURANCE RATE MAP: COMMUNITY PANEL NUMBER 17031C0184 J EFFECTIVE DATE AUGUST 19, 2008

I FURTHER CERTIFY THAT UPON RECORDATION OF THIS PLAT, A MINIMUM OF TWO (2) CONCRETE MONUMENTS WILL BE SET IN PLACE. IN ADDITION, IRON PIPE SURVEY MONUMENTS WILL BE SET AT ALL SUBDIVISION UNIT EXTERIOR BOUNDARY CORNERS. LASTLY, WITHIN 12 MONTHS OF THE DATE OF RECORDING OF THIS PLAT, ALL INTERIOR LOT CORNERS WILL BE STAKED WITH IRON PIPE SURVEY MONUMENTS.
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

CERTIFIED AT GRAYSLAKE, ILLINOIS THIS 3rd DAY OF AUGUST, A.D. 2022.

JAMES P. MEIER 035-3295 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS GURNEE, IL

_____
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3295
LICENSE EXPIRES NOVEMBER 30, 2024

# ARLINGTON DOWNS FOUR

BEING A RESUBDIVISION OF LOTS 1A IN ARLINGTON DOWNS TWO, BEING A RESUBDIVISION OF LOTS 1, 2 AND 4 IN ARLINGTON DOWNS, BEING A PLANNED UNIT DEVELOPMENT OF PART OF THE NORTHWEST 1/4 OF SECTION 25 AND PART OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF RESUBDIVISION RECORDED OCTOBER 25, 2013 AS DOCUMENT NUMBER 1329839038, IN COOK COUNTY, ILLINOIS.

## SIGNATURE FOR OWNER PART OF LOT 1A (WILL BE LOT 1B POST-PLAT)

The undersigned, not personally but as the Owner of Part of Lot 1A, does hereby certify that it is title holder of the property described hereon and that it has caused the same to be surveyed and platted as shown hereon, for the uses and purposes herein set forth and does hereby acknowledge and accept the same under the style and title hereon shown.

ARLINGTON DOWNS RESIDENTIAL, LLC, DELAWARE LIMITED LIABILITY COMPANY

By: _____
Name: RICHARD F. CAVENAUGH
Title: Authorized Signatory

STATE OF _____)
) SS
COUNTY OF _____)

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that RICHARD F. CAVENAUGH, personally known to me to be the Authorized Signatory of ARLINGTON DOWNS RESIDENTIAL, LLC, DELAWARE LIMITED LIABILITY COMPANY, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, 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 the limited liability company for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 20___.

_____
Notary Public

My commission expires: _____

## SIGNATURE FOR OWNER PART OF LOT 1A (WILL BE OUTLOT 1C POST-PLAT)

The undersigned, not personally but as the Owner of Part of Lot 1A, does hereby certify that it is title holder of the property described hereon and that it has caused the same to be surveyed and platted as shown hereon, for the uses and purposes herein set forth and does hereby acknowledge and accept the same under the style and title hereon shown.

ARLINGTON DOWNS MASTER ASSOCIATION, AN ILLINOIS NOT-FOR-PROFIT CORPORATION

By: _____
Name: RICHARD F. CAVENAUGH
Title: Authorized Signatory

STATE OF _____)
) SS
COUNTY OF _____)

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that RICHARD F. CAVENAUGH, personally known to me to be the Authorized Signatory of ARLINGTON DOWNS MASTER ASSOCIATION, AN ILLINOIS NOT-FOR-PROFIT CORPORATION, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, 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 the limited liability company for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 20___.

_____
Notary Public

My commission expires: _____

## SIGNATURE FOR OWNER PART OF LOT 1A (WILL BE OUTLOT 1D POST-PLAT)

The undersigned, not personally but as the Owner of Part of Lot 1A, does hereby certify that it is title holder of the property described hereon and that it has caused the same to be surveyed and platted as shown hereon, for the uses and purposes herein set forth and does hereby acknowledge and accept the same under the style and title hereon shown.

ARLINGTON DOWNS MASTER ASSOCIATION, AN ILLINOIS NOT-FOR-PROFIT CORPORATION

By: _____
Name: RICHARD F. CAVENAUGH
Title: Authorized Signatory

STATE OF _____)
) SS
COUNTY OF _____)

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that RICHARD F. CAVENAUGH, personally known to me to be the Authorized Signatory of ARLINGTON DOWNS MASTER ASSOCIATION, AN ILLINOIS NOT-FOR-PROFIT CORPORATION, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, 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 the limited liability company for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 20___.

_____
Notary Public

My commission expires: _____

## SCHOOL DISTRICT BOUNDARY STATEMENT

THE UNDERSIGNED, BEING DULY SWORN, UPON HIS/HER OATH DEPOSES AND STATES AS FOLLOWS:

(1) THAT HE/SHE IS THE OWNER OF THE PROPERTY LEGALLY DESCRIBED ON A PROPOSED PLAT OF SUBDIVISION SUBMITTED TO THE VILLAGE FOR APPROVAL, WHICH LEGAL DESCRIPTION IS ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN; AND

(2) TO THE BEST OF THE OWNER'S KNOWLEDGE, THE SCHOOL DISTRICTS IN WHICH EACH TRACT, PARCEL, LOT OR BLOCK OF THE PROPOSED SUBDIVISION LIES ARE:

| SCHOOL DISTRICT NAME | ADDRESS |
|---|---|
| COMMUNITY CONSOLIDATED SCHOOL DISTRICT 15 | 580 NORTH 1ST BANK DRIVE<br>PALATINE, IL 60067-8110 |
| TOWNSHIP HIGH SCHOOL DISTRICT #214 | 2121 S. GOEBBERT ROAD<br>ARLINGTON HEIGHTS, IL 60005 |
| HARPER COMMUNITY COLLEGE DISTRICT #512 | 1200 W. ALGONQUIN ROAD<br>PALATINE, IL 60067 |
| SCHOOL DISTRICT NAME (PIN 02-26-201-027) | ADDRESS |
| COMMUNITY CONSOLIDATED SCHOOL DISTRICT 15 | 580 NORTH 1ST BANK DRIVE<br>PALATINE, IL 60067-8110 |
| PALATINE TOWNSHIP HIGH SCHOOL 211 | 1750 SOUTH ROSELLE ROAD<br>PALATINE, ILLINOIS |

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

BY: ARLINGTON DOWNS RESIDENTIAL, LLC
NAME AND TITLE: RICHARD F. CAVENAUGH, PRESIDENT
OWNER LOT 1A
SEE NOTARY CERTIFICATE FOR OWNERS TO LEFT

REVISED DATE: AUGUST 7, 2023 (VILLAGE COMMENTS 8/2/23)
REVISED DATE: MARCH 17, 2023 (INCLUDED LOT 1D)
DATE: JANUARY 12, 2023 (LOTS 1B AND OUTLOT 1C ONLY)(230406)
ORDER NO: 220843
PROJ. NO: 1300.1
FOR: STONELEIGH COMPANIES, LLC
PROJ. NAME: ARLINGTON DOWNS

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Professional Design Firm Registration #184-002793.

SHEET 4 OF 4
OWNERSHIP CERTIFICATES

PREPARED BY:
TFW SURVEYING & MAPPING LLC
LAND SURVEYING · TOPOGRAPHIC MAPPING · CONSTRUCTION LAYOUT
1761 DILLEYS ROAD · SUITE 105 · GURNEE, ILLINOIS 60031
847-548-6600 FAX 548-6699
info@tfwsurvey.com www.tfwsurvey.com

EXHIBIT B

AMENDED AND RESTATED DECLARATION

(attached)

**THIS DOCUMENT PREPARED BY AND AFTER RECORDING, RETURN TO:**

Michael D. Firsel, Esq.
Firsel Ross & Weis
10 Parkway North Blvd., Suite 110
Deerfield, IL 60015

For Recording Purposes Only

# AMENDED AND RESTATED DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS (ARLINGTON DOWNS)

**THIS AMENDED AND RESTATED DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS** ("**Declaration**") is entered into as of the ___ day of _____, 2023 (the "**Effective Date**"), by and among **ARLINGTON DOWNS RESIDENTIAL, LLC**, a Delaware limited liability company ("**Lot 1B Owner**"), **STORE MASTER FUNDING XVI, LLC**, a Delaware limited liability company ("**Lot 2A-1 Owner**"), **SB ADR IV PROPERTY OWNER, LLC**, an Illinois limited liability company ("**Lot 2A-2 Owner**" and "**Lot 16 Owner**"), **ARLINGTON DOWNS RESIDENTIAL II, LLC**, an Illinois limited liability company ("**Lot 3A Owner**"), **AD HOTEL, LLC**, a Delaware limited liability company ("**Lot 4B Owner**"), **CIMA DEVELOPERS, LP**, an Illinois limited partnership ("**Lot 4C Owner**"), **SB 3401 PAYTON PLACE LLC**, a Delaware limited liability company ("**Lot 5A Owner**"); collectively with Lot 1B Owner, Lot 2A-1 Owner, Lot 2A-2 Owner, Lot 3A Owner, Lot 4B Owner, Lot 4C Owner, Lot 5A Owner and Lot 16 Owner, the "**Lot Owner Declarants**"), and **ARLINGTON DOWNS MASTER ASSOCIATION, INC.**, an Illinois not-for-profit corporation (the "**Association**"; collectively with the Lot Owner Declarants, the "**Declarants**").

## RECITALS

A. Lot 1B Owner owns the real property described on **Exhibit A-1** attached hereto ("**Lot 1B**"), Lot 2A-1 Owner owns the real property described on **Exhibit A-2-1** attached hereto ("**Lot 2A-1**"), Lot 2A-2 Owner owns the real property described on **Exhibit A-2-2** attached hereto ("**Lot 2A-2**"), Lot 3A Owner owns the real property described on **Exhibit A-3** attached hereto ("**Lot 3A**"), Lot 4B Owner owns the real property described on **Exhibit A-4** attached hereto ("**Lot 4B**"), Lot 4C Owner owns the real property described on **Exhibit A-5** attached hereto ("**Lot 4C**"), Lot 5A Owner owns the real property described on **Exhibit A-6** attached hereto ("**Lot 5A**"), Lot 16 Owner owns the real property described on **Exhibit A-9**, and the Association owns (i) the real property described on **Exhibit A-7** attached hereto ("**Outlot 1C**"), and (ii) the real property described on **Exhibit A-8** attached hereto ("**Lot 1D**").

B. That certain Declaration of Easements, Covenants and Restrictions entered into by Arlington Devco LLC, an Illinois limited liability company, dated as of May 23, 2013, and recorded in the office of the Cook County Recorder of Deeds on June 12, 2013, as document number 1316322014 (the "**Original Declaration**") encumbers the Lots.

C. A depiction of the Lots (collectively, the "**Development**") is attached hereto as **Exhibit B**.

D. The Development is commonly referred to as "**Arlington Downs**".

E. The Declarants desire to amend and restate the Original Declaration in its entirety, on the terms and conditions set forth herein, and subject the Development to the covenants, conditions and restrictions set forth herein.

**NOW**, **THEREFORE**, in consideration of the premises, the covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Recitals; Definitions**.

(a) **Recitals**. The Recitals set forth above are hereby incorporated into this Declaration by reference as if specifically set forth herein.

(b) **Definitions**. As used in this Declaration, the terms set forth in the Preamble and Recitals shall have the meaning given such terms therein and the following terms shall have the following meanings:

"**Access Drives**" shall mean those certain access drives located on: i) Lot 1B and Lot 2A as a service road behind Lot 2A building; ii) Lot 5A running north/south that provides access to Lot 5A Parking Garage and for future Lot 3A parking or access; iii) Lot 3A running east/west that provides access to Lot 3A and Lot 5A Parking Garage; and (iv) the future access road on the easterly portion of Lot 16 that will connect Salt Creek Lane and Stonegate Boulevard and including the existing drive on the westerly portion of Lot 2A-1 (which access drive shall inure to the benefit of the Association and the Lot Owners). In the event that any additional Access Drives between Lots are approved by the Village within the PUD, then such new access drives shall be included in this definition of Access Drives.

"**Affiliate**" shall mean, with respect to a specified person or entity, any individual, partnership, corporation, limited liability company, trust, unincorporated organization, association or other entity which, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with such person or entity, including, without limitation, any general or limited partnership in which such person or entity is a partner, or a limited liability company in which such person or entity is a member or manager.

"**Affected Party**" or "**Affected Lot Owner**" shall have the meaning given such term in Section 4(a)(vii).

"**Annual Budget**" shall have the meaning given such term in Section 6(b).

"**Annual Statement**" shall have the meaning given such term in Section 6(b).

"**Applicable Law**" means all laws, ordinances, orders, rules and regulations of any kind applicable to the Development, including, without limitation, any of the foregoing in effect in the State of Illinois, Cook County and/or the Village.

"**Association Costs**" shall have the meaning given such term in Section 6(a).

"**Board**" shall mean the Board of Directors of the Association.

"**Building**" shall mean any permanently enclosed structure constructed on a Lot from time to time, including, without limitation, any appurtenant canopies, supports, loading docks, truck ramps and other outward extensions.

"**Bylaws**" shall mean the Bylaws of the Association attached hereto as **Exhibit C** and made a part hereof.

"**Common Area**" shall mean the Development Sign Areas and Outlot 1C. For avoidance of doubt, the Common Area does not include the Lot 1B Parking Garage, the Lot 1B Garage Ramp, the Lot 1B Parking Lot, the Lot 3A Parking Lot, the Lot 5A Parking Garage, or drive up or drive through areas and facilities, loading docks, patio areas, or outdoor seating areas exclusively serving a particular Building.

"**Common Area Improvements**" shall mean all improvements previously and hereafter constructed from time to time within the Common Area of the Development (including, but not limited to, the Common Road, the Development Signs, any Common Utility Facilities located on Outlot 1C, light standards, traffic controls, signs and landscaping). The Common Area Improvements shall be architecturally harmonious.

"**Common Road**" shall mean the road located on Outlot 1C.

"**Common Utility Facilities**" means Utility Facilities which are currently or in the future may be installed in the Development which are intended to provide service to more than one Lot, or which are located in Outlot 1C, or in a recorded easement, or along the exterior property line of the Development; *provided, however*, the term Common Utility Facilities does not include the storm water facilities to be constructed on Lot 4B and/or Lot 4C to serve Lot 4B and Lot 4C.

"**Constructing Party**" shall have the meaning given such term in Section 4(a)(i).

"**Cost Share**" shall mean, as of the Effective Date, the percentages with respect to each Lot set forth on **Exhibit D**.

"**Curing Party**" shall have the meaning given such term in Section 9(b).

"**Default Rate**" shall have the meaning given such term in Section 6(d).

"**Defaulting Party**" shall have the meaning given such term in Section 9(b).

"**Default Lien**" shall have the meaning given such term in Section 28(a).

"**Delinquent Owner**" shall have the meaning given such term in Section 6(d).

"**Delinquent Payment**" shall have the meaning given such term in Section 6(d).

"**Delinquent Payment Lien**" shall have the meaning given such term in Section 6(d).

"**Development Sign Areas**" shall have the meaning given such term in Section 3(d)(i).

"**Development Signs**" shall have the meaning given such term in Section 3(d)(i).

"**Environmental Laws**" shall have the meaning given such term in Section 9(b)(i).

"**Future Declaration**" shall have the meaning given such term in Section 7(F).

"**Future Lot 6**" shall have the meaning given such term in Section 34.

"**Hazardous Materials**" shall have the meaning given such term in Section 8(b)(ii).

"**Lien**" means a mechanics', materialmens or any other similar lien.

"**Landscape Plan**" means the final approved landscape plan for Common Areas of the Development.

"**Lot**" or "**Lots**" means, individually or collectively, Lot 1B, Lot 1D, Lot 2A, Lot 3A, Lot 4B, Lot 4C, Lot 5A, Future Lot 6 and Outlot 1C and, if a Lot Owner creates a lot or subdivided lot on its Lot, the lot or subdivided lot shall be deemed a Lot for all purposes set forth herein.

"**Lot 1B Parking Garage**" shall mean the existing underground parking garage located below a portion of Lot 1B which is legally described on **Exhibit F-1** attached hereto and made a part hereof.

"**Lot 1B Garage Ramp**" shall mean that portion of Outlot 1C consisting of the ramp, walls, foundation, and the access drive to and from the Lot 1B Parking Garage to the level grade of the Common Road as shown on **Exhibit F-2**.

"**Lot 1B Parking Lot**" means the parking lot located on Lot 1B and depicted on **Exhibit G**.

"**Lot 2A**" shall mean Lot 2A-1 and Lot 2A-2 collectively which have not been subdivided as of the Effective Date but are intended to be subdivided at such time that Lot 2A-2 and Lot 16 are submitted for approval by the Village for future residential development on Future Lot 6. The legal descriptions attached as **Exhibits A-2-1 and A-2-2** are metes and bounds and shall be amended as platted lots as approved by the Village.

"**Lot 3A Parking Lot**" means the future parking lot to be located on Lot 3A from time to time with access to the Access Drives as will be approved by the Village.

"**Lot 5A Parking Garage**" means the parking garage located on Lot 5A..

**"Lot 16 Owner"** means the owner of the existing Lot 16 in the Arlington Park Office Centre.

"**Lot Owner**" or "**Lot Owners**" shall mean all or each of the Lot Owner Declarants, as applicable, and any and all successors or assigns of any Lot Owner Declarant as the owner or owners of the fee simple title to any Lot whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property.

"**Major Modification to the PUD**" means any modification of existing plans or new plans for construction, renovation, remodeling or any change to any Building, structure, Common Area, Common Area Improvement, or any other portion of the Development that is not in compliance with the PUD or this Declaration, and which requires the approval of the Village Board.

"**Member**" or "**Members**" shall mean a member or members of the Association.

"**Mortgagee**" shall have the meaning given such term in Section 28(a).

"**Outlot 1C Easement**" shall have the meaning given such term in Section 3(a).

"**Outlot 1C Temporary Construction Easement**" shall have the meaning given such term in Section 3(e)(i).

"**Outlot 1C Temporary Construction Easement Area**" shall have the meaning given such term in Section 3(e)(i).

"**Parking Lots**" shall mean the driveways, parking areas, lighting, landscaping, access roads and other improvements within such areas located from time to time on any Lot as established by the as-built plans at the time a certificate of occupancy is issued for any Building on any Lot from time to time. The term Parking Lots shall not include the Lot 1B Parking Garage, the Lot 3A Parking Lot, or the Lot 5A Parking Garage. Subject to future approval of the Village, the parking garage on Future Lot 6 may be excluded from this definition.

"**Parking Lot Easement**" shall have the meaning given such term in Section 3(b)(i).

"**Permittees**" shall mean any tenant or occupant of a Lot and the respective employees, agents, contractors, customers, invitees and licensees of the tenant, occupant or Lot Owner of such Lot.

"**PUD**" means that certain Arlington Downs Planned Unit Development approved as Ordinance Numbers 12-006, 12-037, 12-039, 14-025, 15-049, 18-019, and 18-036 by the Village President and Village Board, as may be amended, supplemented, or extended from time to time.

"**Repairing Owner**" shall have the meaning given such term in Section 5(a)(ii).

"**Separate Utility Facilities**" means the Utility Facilities which are installed to provide the applicable service solely to a single Lot, or Building, or structure within a Lot. As an example, the portion of a Utility Facility between a Common Utility Facility and a Building shall be considered a Separate Utility Facility.

"**Super Majority of the Lot Owners**" means the Lot Owners of sixty-five percent (65%) or more of the Voting Shares.

"**Taxes**" means any and all ad valorem real estate taxes, assessments and governmental impositions imposed on or affecting any Lot or the Common Areas. Taxes does not include any income, use sales or other personally imposed taxes on any Lot Owner.

"**Traffic Signal**" means any future traffic signal at the Stonegate Boulevard and Euclid Avenue entrance to the Development, to be constructed as required under the PUD after sufficient traffic warrants are determined from the PUD.

"**Utility Facilities**" means the lines, facilities and systems in the Development, including, without limitation, mains, sewers, underground storage facilities and conduits, for utilities, including, without limitation, water, sanitary sewer, storm water and detention, electricity, gas, telephone, cellular telephone, cable television, fiber optic cable, other internet services, meters, backflow devices, hydrants, and lift stations, as well as all other utilities required and necessary for the development, ownership and operation of the Development.

"**Village**" means the Village of Arlington Heights, Illinois.

"**Village Board**" means the Village President and Board of Trustees of the Village.

"**Voting Share**" shall mean, as of the Effective Date, the percentages with respect to each Lot set forth on **Exhibit H**.

2. **The Association**. To the extent provided herein, the Development shall be governed by the Association in accordance with this Declaration, the Bylaws, the PUD, the Illinois General Not-For-Profit Corporation Act, and all other Applicable Laws, all as may be amended or supplemented from time to time. Every Lot Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of a Lot. Ownership of a Lot shall be the sole qualification for membership.

3. **Grants of Easements and Obligations**.

(a) **Outlot 1C Easement**. The Association hereby declares that the Lots and all Lot Owners and Permittees of the Lots from time to time shall be benefited by a nonexclusive perpetual easement (the "**Outlot 1C Easement**") appurtenant to and for the benefit of each Lot, which easement is hereby granted and reserved over and across Outlot 1C for: (i) access, ingress and egress in order to permit ingress and egress for vehicular and pedestrian traffic between the Lots, along Access Drives, and to and from adjacent rights of way; and (ii) access by the Association to satisfy its obligations under Section 5(c)(i)-(iv). The Outlot 1C Easement does not constitute a public dedication of any portion of the Development. The Outlot 1C Easement shall specifically exclude the Lot 1B Garage Ramp (subject to Section 5(b)).

(b) **Parking Lot Easement**.

(i) Subject to the exclusions under Section 3(b)(ii) below, each Lot Owner Declarant hereby declares that its Lot shall be subject to a nonexclusive perpetual easement appurtenant to and for the benefit of: (A) the Association; (B) each other Lot; and (C) all other Lot Owners and Permittees, which easement is hereby granted and reserved over and across the Parking Lots located, from time to time, on each Lot for: (x) shared parking of vehicles; (y) vehicular and pedestrian ingress and egress over and through the Parking Lots; and (z) vehicular and pedestrian access to and from the Parking Lots, Outlot 1C, the Access Drives, and adjacent rights-of-way (the "**Parking Lot Easement**"). The Parking Lot Easement shall not be construed to constitute a public dedication of any portion of the Development.

(ii) Except as otherwise approved or otherwise required by the Village, including, but not limited to, with respect to shared parking as defined in the PUD and within the Development, the Parking Lot Easement shall not constitute a grant by the Association, the Lot 3A Owner, or the Lot 5A Owner, or the right of any other Lot Owner or Permittee to use (when applicable the Lot 1B Parking Garage, Lot 3A Parking Lot, or the Lot 5A Parking Garage) for parking or vehicular ingress, egress or access. The Lot 1B Parking Garage, the Lot 3A Parking Lot, and the Lot 5A Parking Garage are excluded from the Parking Lot Easement.

(iii) Each Lot Owner shall have the right to use the Parking Lot on its Lot for any purposes which are consistent with the use of the easements granted in, and any restrictions contained in, this Declaration, including, but not limited to, for landscaping, signage, underground utility lines, storm drainage, driveways, parking, curbing, curb cuts, lighting and related improvements.

(c) **Utilities**.

(i) Each Lot Owner Declarant hereby declares that the Association, the Lots and all Lot Owners and Permittees of the Lots shall be benefited by a perpetual

non-exclusive easement appurtenant to and for the benefit of the Lots, which easement is hereby granted and reserved for the use, maintenance, repair and replacement of Utility Facilities in accordance with this Declaration and all Applicable Laws, provided that such easements do not unreasonably interfere with the continuous and perpetual use of the Lots and Outlot 1C. All Utility Facilities shall be installed and maintained below the surface of the Development (except for such parts thereof that cannot and are not intended to be placed below the surface, including, but not limited to transformers, meters, valves, standpipes, control panels and external backflow devices).

(ii) Each Lot Owner reserves the right to relocate Utility Facilities in whole or part located on its Lot, including, without limitation, to re-route such Utility Facilities for such period or periods of time as may be reasonably necessary in connection with: (A) any necessary repairs to such Utility Facilities; (B) construction, installation, maintenance, or repair of improvements to the respective Owner's Lot; and/or (C) development and redevelopment of the respective Owner's Lot subject to the approval of any public utility company providing such Utility Facilities. In the event a Lot Owner determines it to be reasonably necessary to relocate any Utility Facilities located on its Lot and such Utility Facilities affect a Separate Utility Facility or Lot, the Lot Owner shall give written notice to other Affected Lot Owners and the Association not less than sixty (60) days prior to beginning any work on the Utility Facilities, which notice shall include such Owner's plan for such relocation (except in the case of an emergency, in which case notice and the plan shall be delivered as soon as reasonably possible), and such plan shall: (i) outline how the relocation will not cause a temporary suspension in any utility service; and (ii) be subject to approval of the Affected Lot Owner(s), which approval will not to be unreasonably withheld, delayed or conditioned. Any relocation of Utility Facilities pursuant to this Section 3(c)(ii) shall not disturb, diminish or reduce the capacity, usefulness or functionality of the utility service to any Lot and shall be performed in accordance with Section 4(a) hereof, including, without limitation, in accordance with the PUD and all Applicable Laws and, if required, with the approval of the Village. All costs of relocating any Utility Facility shall be paid 100% by the Lot Owner undertaking such relocation including any business interruption costs associated with such relocation.

(iii) Subject to the provisions of this Section 3(c)(iii), Declarants hereby grant and convey to the Village, and the utility providers providing utilities to any portion of the Development, a perpetual non-exclusive easement, but only as the Village and/or the utility providers may require, for the maintenance, repair and/or replacement of any Utility Facilities within unimproved areas or on any Lot, as reasonably designated by the Lot Owner of such Lot, or within areas of Outlot 1C as reasonably designated by the Association. The Village and/or the utility providers, as applicable, shall restore any damage caused by such party to any portion of Outlot 1C, or any Lot or improvements thereon, to its original condition or better under the easement granted by this Section 3(c)(iii).

(iv) To the extent that any Utility usage measuring devices are placed in the Development that serve more than one Lot (a "**Master Meter**"), each separate Lot Owner being so served by such Master Meter shall install a sub-meter for the separate Lot so served prior to the commencement of construction (new or renovations) on such Lot (the "**Sub-Meter**"). Upon request from time to time by the party responsible for the payment of the specific Utility billing for the Master Meter (the "**Responsible Party**") but no less than every other month, each Lot Owner shall provide a current reading of the Sub-Meter of such Owner's Lot within three (3) business days after such request and provide the reading usage amount to the Responsible Party. The Responsible Party shall have the right, in its sole discretion from time to time, to personally view the sub-meter reading. The Responsible Party shall then determine the prorata amount of the Utility billing owed by such separate Lot Owner by dividing each affected Lot 's usage by the total amount of all usage covered by the Master Meter billing and shall submit an invoice for each Lot's proportionate share to each Affected Lot Owner, along with a copy of the Master Meter billing and the calculation of such Lot Owner's prorata share. Within ten (10) days after receipt of such invoice, each Affected Lot Owner with a Sub-Meter shall remit such Lot Owner's share directly to the Responsible Party. In the event that a Lot Owner does not timely pay its share of the Utility usage as set forth in this Section 3(c)(iv), the delinquency payment provisions set forth in Section 6(d) below shall apply and be available to the Responsible Party to secure payment.

(c) **Development Signs**.

(i) Subject to the approval of the Association, the Board and the Village, and in accordance with the requirements of the PUD and Village sign ordinances as amended from time to time, as well as Applicable Laws, the Lot 4C Owner, at its sole cost and expense, shall construct the Development Signs described below:

(A) any replacement or improvements to the Development Sign at the southwest corner of Lot 4C identifying the Village (the "**Village Sign**");

(B) a Development Sign at the entrance to the Development at the southwest corner of Euclid Avenue and Stonegate Boulevard located in Outlot 1C (the "**Euclid Sign**"); and

(C) a Development Sign at the entrance to the Development from the northeast corner of Rohlwing Road and Stonegate Boulevard located in Outlot 1C (the "**Rohlwing Sign**", and together with the Village Sign and the Euclid Sign, collectively, the "**Development Signs**").

(ii) The Development Signs, including, without limitation, the identification panels on the Development Signs, shall be subject to the approval of the Association, and shall be generally located in the areas identified on **Exhibit I** (the "**Development Sign Areas**"), which Development Sign Areas are hereby declared to be a Common Area as part of Outlot 1C.

(iii) The Association hereby grant to the Lot 4C Owner temporary a non-exclusive easement for access to and from Outlot 1C for the purpose of installing the Development Signs in accordance with Section 3(d)(i), and each of such easements will automatically terminate as to each Development Sign upon installation and completion of each Development Sign. Upon termination of each of the foregoing easements, title to the applicable Development Signs shall be automatically vested in the Association. Upon the vesting of the ownership of the Development Signs in the Association, each applicable Lot Owner hereby grants to the Association a perpetual non-exclusive easement to access any Development Sign Areas for the purpose of maintaining, repairing and replacing the Development Signs.

(iv) Upon the vesting of the ownership of the Development Signs in the Association, the Association shall have the responsibility for the maintenance repair and replacement, as necessary of the Development Signs or its identification panels.

(v) The applicable Lot Owner shall be solely responsible for and pay (a) the initial design, fabrication, installation, and removal of any replacement of the sign identification panels to be located on each Development Sign on which it such Owner is entitled to a sign identification panel.

(vi) The percentage share of the cost of the maintenance, repair and replacement of each of the Development Signs as set forth below:

(A) The Village Sign:
1. Lot 4C Owner - 100%

(B) The Euclid Sign:
1. Lot 1B Owner – 20%
2. Lot 2A-1 Owner – 20%
3. Lot 4C Owner – 60%

(C) The Rohlwing Sign
1. Lot 1B Owner – 16.66%
2. Lot 2A-1 Owner – 16.66%
3. Lot 2A-2 (and future Lot 6) Owner – 16.67%
4. Lot 4C Owner – 50%

(vii) The order and size of the sign panels on each sign are as follows:

(A) The Village Sign:
1. Village only - 100% of sign area

(B) The Euclid Sign:
1. Lot 4C Owner – 60% of sign area – Top Panel
2. Lot 1B Owner – 20% of sign area – Middle Panel
3. Lot 2A-1 Owner – 20% of sign area – Lowest Panel

(C) The Rohlwing Sign
1. Lot 4C Owner – 50% of sign area - Top Panel
2. Lot 2A-1 Owner - 16.66% of sign area – 2nd Panel

3. Lot 2A-2 (and future Lot 6) Owner – 16.67% of sign area – 3rd Panel
4. Lot 1B Owner – 16.66% of sign area – Lowest Panel

(d) **Outlot 1C Temporary Construction Easements**.

(i) If, after making a good-faith and commercially reasonable attempt to obtain a temporary construction right of access from Rohlwing Road directly on to Lot 4B, the Lot 4B Owner is unable to obtain such direct temporary construction access, the Association hereby agrees to grant to the Lot 4B Owner a temporary construction easement solely over, upon and through the areas on Outlot 1C depicted on **Exhibit J-1** (the "**Outlot 1C-1 Temporary Construction Easement Area**") for purposes of constructing improvements on Lot 4B in accordance with this Declaration (the "**Outlot 1C-1 Temporary Construction Easement**"), provided that neither the Outlot 1C-1 Temporary Construction Easement, nor the use thereof by the Lot 4B Owner, or any of its Permittees, shall unreasonably interfere with the full, unlimited, unimpeded, and unrestricted use of or access to any and all portions of the Development (other than Lot 4B) by the Association or the other Lot Owners and their Permittees. For avoidance of doubt, the Outlot 1C-1C Temporary Construction Easement does not grant any right to perform any construction to or on Outlot 1C (except as set forth in Section 3(e)(ii) below). The Outlot 1C-1 Temporary Construction Easement shall terminate upon the earlier of: (A) the issuance of a certificate of occupancy for the improvements constructed on Lot 4B; or (B) five (5) years after the Effective Date, which termination may be extended by the Association after written request from the Lot 4B Owner. Upon termination of the Lot 1C-1 Temporary Construction Easement, and, upon request of the Association or any other Owner, the Lot 4B Owner shall execute a recordable termination of the Outlot 1C-1 Temporary Construction Easement in a form reasonably acceptable to the Association.

(ii) In the event that the Outlot 1C-1 Temporary Construction Easement is required by the Lot 4B Owner pursuant to Section 3(e)(i), the Lot 4B Owner shall at all times take any and all safety measures reasonably required to protect the Association and the other Lot Owners and their Permittees from injury or damage relating to the Outlot 1C-1 Temporary Construction Easement and the use of the Outlot 1C-1 Temporary Construction Easement Area by the Lot 4B Owner and its Permittees. The Lot 4B Owner shall indemnify, hold harmless and defend the Association and the other Lot Owners and their Permittees from and against all damages, claims, demands, suits, costs, losses, expenses, liabilities and reasonable attorney fees, arising from or in respect to the death, injury, loss or damage caused to any person or to the property of any person as shall occur by virtue of the use of the Outlot 1C-1 Temporary Construction Easement Area by the Lot 4B Owner and its Permittees, except to the extent that such claims arise out of the negligence or willful misconduct of the indemnified party. At all times, the Lot 4B Owner shall keep the Outlot 1C-1 Temporary Construction Easement Area in a neat, clean, level and smooth condition, free of dust, dirt and debris, and fully accessible. The Lot 4B Owner shall promptly repair any and all damage to Outlot 1C caused by any

construction traffic accessing Lot 4B. The Lot 4B Owner shall sweep the Common Road every day there is construction activity thereon, and water the Common Road within the Outlot 1C-1Temporary Construction Easement Area, as necessary, or as otherwise directed by the Association.

(iii) If, after making a good-faith and commercially reasonable attempt to obtain a temporary construction right of access from Euclid Avenue or Rohlwing Road directly on to Lot 4C, the Lot 4C Owner is unable to obtain such direct temporary construction access, the Association hereby agrees to grant to the Lot 4C Owner a temporary construction easement solely over, upon and through the areas on Outlot 1C depicted on **Exhibit J-2** (the "**Outlot 1C-2 Temporary Construction Easement Area**") for purposes of constructing improvements on Lot 4C in accordance with this Declaration (the "**Outlot 1C-2 Temporary Construction Easement**"), provided that neither the Outlot 1C-2 Temporary Construction Easement, nor the use thereof by the Lot 4C Owner, or any of its Permittees, shall unreasonably interfere with the full, unlimited, unimpeded, and unrestricted use of or access to any and all portions of the Development (other than Lot 4C) by the Association or the other Lot Owners and their Permittees. For avoidance of doubt, the Outlot 1C-2 Temporary Construction Easement does not grant any right to perform any construction to or on Outlot 1C (except as set forth in Section 3(e)(iv) below). The Outlot 1C-2 Temporary Construction Easement shall terminate upon the earlier of: (A) the issuance of a certificate of occupancy for the improvements constructed on Lot 4C; or (B) five (5) years after the Effective Date, which termination may be extended by the Association after written request from the Lot 4C Owner. Upon termination of the Lot 1C-2 Temporary Construction Easement, and, upon request of the Association or any other Owner, the Lot 4B Owner shall execute a recordable termination of the Outlot 1C-2 Temporary Construction Easement in a form reasonably acceptable to the Association.

(iv) In the event that the Outlot 1C-2 Temporary Construction Easement is required by the Lot 4C Owner pursuant to Section 3(e)(iii), the Lot 4C Owner shall at all times take any and all safety measures reasonably required to protect the Association and the other Lot Owners and their Permittees from injury or damage relating to the Outlot 1C-2 Temporary Construction Easement and the use of the Outlot 1C-2 Temporary Construction Easement Area by the Lot 4C Owner and its Permittees. The Lot 4C Owner shall indemnify, hold harmless and defend the Association and the other Lot Owners and their Permittees from and against all damages, claims, demands, suits, costs, losses, expenses, liabilities and reasonable attorney fees, arising from or in respect to the death, injury, loss or damage caused to any person or to the property of any person as shall occur by virtue of the use of the Outlot 1C-2 Temporary Construction Easement Area by the Lot 4C Owner and its Permittees, except to the extent that such claims arise out of the negligence or willful misconduct of the indemnified party. At all times, the Lot 4C Owner shall keep the Outlot 1C-2 Temporary Construction Easement Area in a neat, clean, level and smooth condition, free of dust, dirt and debris, and fully accessible. The Lot 4C Owner shall promptly repair any and all damage to Outlot 1C caused by any

construction traffic accessing Lot 4C. The Lot 4C Owner shall sweep the Common Road every day there is construction activity thereon, and water the Common Road within the Outlot 1C-2 Temporary Construction Easement Area, as necessary, or as otherwise directed by the Association.

(e) **Sidewalks to be Constructed in ROW**. Lot 4C Owner and Lot 4B Owner hereby agree that any sidewalk to be constructed from Euclid Avenue to Stonegate Boulevard in the right of way of Rohlwing Road are their obligations to construct as required by the PUD and the Village. Future Lot 6 Owner (Lot 2A-2 and Lot 16 Owner) hereby agrees that any sidewalk to be constructed from Stonegate Boulevard to Salt Creek Lane in the right of way of Rohlwing Road is its obligation to construct as required by the PUD and the Village. Future Lot 6 Owner (Lot 2A-2 and Lot 16 Owner) hereby agrees that any sidewalk to be constructed from Rohlwing Road along Salt Creek Lane in the right of way of Sale Creek Lane is its obligation to construct as required by the PUD and the Village.

(f) **Easement in Favor of Association**. Each Lot Owner hereby declares that its Lot shall be subject to a nonexclusive perpetual easement appurtenant to and for the benefit of the Association, which easement is hereby granted and reserved over and across the Lots for the purpose of allowing the Association to perform any and all duties and obligations under this Declaration, provided that such easement shall not give the Association any right to access any Buildings and the Association shall use commercially reasonable efforts not to interfere with the use of the Lots by the Lot Owners and their Permittees.

(g) **Common Area**. Each Lot Owner and the Association, as applicable, hereby declare that the portion of the Common Area located on their Lots shall be a part of the Common Area to be used in common with the Lot Owners and their Permittees in accordance with this Declaration.

4. **General Construction and Development**.

(a) **Construction Requirements and Standards**. All construction within the Development shall be subject to the following requirements and restrictions:

(i) Once commenced, all construction on any portion of the Development by, or on behalf of, any Lot Owner or the Association by a Constructing Party shall be diligently prosecuted to completion in accordance, as required, with the terms of this Declaration, the PUD, building and other permits issued by any governmental authority, Applicable Laws, and, if required, with the approval of the Village.

(ii) All construction within the Development shall be performed in a good and workmanlike manner using new first-class materials and in accordance with all Applicable Laws, and, if applicable, any plans and specifications approved by the Association to the extent provided herein and, as applicable, by the governmental authority having jurisdiction, and the appropriate utility providers.

(iii) All construction on the Development shall be performed so as to not: block or impede ingress or egress from public streets, Outlot 1C, or to any other portion of the Development; unreasonably interfere with any construction on the remainder of the Development; or unreasonably impair the use, occupancy, business operations or enjoyment of the remainder of the Development. Any staging area for construction shall only be located on the Lot owned by the Constructing Party unless otherwise agreed to herein or in a separate written agreement between the Affected Lot Owners. No Constructing Party may install any construction fencing or other barriers, or store or place any construction equipment on any Lot owned by another Lot Owner without obtaining the other Affected Lot Owner's prior written consent.

(iv) A Constructing Party shall only use point or points of access on another Lot for construction vehicles if, and only if, such Constructing Party has entered into a separate written agreement with the Affected Lot Owner, or the Affected Lot Owner has otherwise approved such points of access (the approval of the location of the construction drives not to be unreasonably withheld or delayed). Subject to the PUD (as applicable): (A) Euclid Avenue shall be used for any construction traffic, unless otherwise set forth in this Section 4(a)(iv); **(**B) Euclid Avenue to Salt Creek Lane shall be used as the primary ingress and egress for site construction traffic for Lot 1B, Lot 3A and Lot 5A; and (C) Rohlwing Road shall be used as the primary ingress and egress for site construction traffic for site construction traffic for Lot 4B, Lot 4C, and Future Lot 6 (as defined herein), unless in each case safety conditions warrant otherwise, provided that construction vehicles for the construction of the initial improvements on Lot 4B must use the south curb cut on Rohlwing Road and the Outlot 1C-1 Temporary Construction Easement if permitted by the PUD and Applicable Laws. Notwithstanding anything to the contrary contained herein, no heavy construction equipment, or trucks in excess of twenty-six (26) feet, may traverse on and over the that portion of Outlot 1C over the Lot 1B Parking Garage as shown on the areas depicted on **Exhibit K** attached hereto and made a part hereof.

(v) Each Constructing Party shall at all times take any and all safety measures reasonably required to protect the Association and the other Lot Owners and their Permittees from injury or damage caused by or resulting from the performance of such Constructing Party's construction, and the Constructing Party shall indemnify, hold harmless and defend the Association and the other Lot Owners and their Permittees from and against all damages, claims, demands, suits, costs, losses, expenses, liabilities, liens and reasonable attorney fees, costs and expenses, arising from or in respect to the death, injury, loss or damage caused to any person or to the property of any person as shall occur by virtue of such Constructing Party's construction, except to the extent that such claims arise out of the negligence or willful misconduct of the indemnified party.

(vi) Each Constructing Party shall promptly repair or replace any and all damage to any other Owner's Lot, Outlot 1C, and/or any Common Utility Facilities which may be caused by or result from work performed by or for such Constructing

Party's to a condition equal to or better than the condition existing prior to such damage.

(vii) Each Constructing Party shall indemnify, defend and hold harmless the Association and all other Owners, as applicable, from and against any Liens relating to such construction performed by or on behalf of such Constructing Party, and shall remove, insure over or bond over any Liens against any portion of the Common Areas, including, without limitation, Outlot 1C, and/or any other Owner's Lot (to the reasonable satisfaction of the Association or such other Lot Owner (an "**Affected Party**" or "**Affected Lot Owner**")) within fifteen (15) days after the filing thereof. In the event such Lien is not removed, insured over or bonded over in accordance with this subsection, the Affected Party may take such action as the Affected Party may deem necessary to remove, insure over or bond over such Lien and shall be entitled to reimbursement from the Constructing Party for all reasonable, out-of-pocket costs and expenses incurred by the Affected Party in removing, insuring over or bonding over such Lien or attempting to do so. Notwithstanding the foregoing, the Constructing Party shall not be required to remove a Lien so long as: (A) the Constructing Party diligently proceeds in good faith to contest the same by appropriate proceedings, and gives written notice to the Affected Party of its intention to contest the validity or amount of such Lien; (B) contesting and not removing such Lien does not violate the terms of any agreement to which the Affected Party is a party; and (C) within such fifteen (15) day period, the Constructing Party shall deliver to the Affected Party either: (1) cash or a surety bond from a responsible surety company reasonably acceptable to the Affected Party in an aggregate amount equal to one hundred fifty percent (150%) of the lien claim and all interest and penalties then accrued thereon, or such greater amount as may reasonably be required to assure payment in full of the amount claimed, plus all penalties, interest and costs which may thereafter accrue by reason of such Lien claim or (2) other security acceptable to the Affected Party in its reasonable discretion.

(viii) In connection with work performed by the Association or a Lot Owner or Permittee, incidental temporary encroachment of such work upon Outlot 1C by a Lot Owner or upon a Lot by the Association shall be permitted if such encroachment does not interfere with, impede or restrict the use of Outlot 1C, or such Lot, as applicable, and if such work is expeditiously pursued at all times until completion.

(b) **Barriers and Traffic Control**. Subject to Section 4(a), the PUD, and, if required, the Village, each Lot Owner may construct and install, and shall thereafter maintain on their respective Lots, traffic controls (including, but not limited to, traffic islands, curbing, traffic signals, signage and pavement markings) of such types and at such locations as each Lot Owner may reasonably determine to be necessary or advisable in order to guide and control the orderly flow of traffic and attempt to prevent or remedy unsafe conditions on each Owner's respective Lot, provided there must always be openings and access between the Lots to permit joint use of the Parking Lots in accordance with the Parking Lot Easement provisions of Sections 3(a) and 3(b). Notwithstanding

anything to the contrary contained herein, in no event: i) shall any Lot Owner install any Barriers and Traffic Control on any Access Drives except for temporary construction of or improvements to an Access Drive (for example the connection between Lot 2A and Salt Creek Lane to be constructed); and ii) shall any Lot Owner or its Permittees be permitted to construct parking signs or other barriers to segregate parking on its Lot from the remainder of the Development, except with respect to the Lot 1B Parking Garage, the Lot 3A Parking Lot, the Lot 5A Parking Garage, and the Future Lot 6 as approved by the Village.

(c) **Driveways to Outlot 1C**. No Lot Owner or Permittee may perform any construction on Outlot 1C or make any change to the driveways or curb cuts existing on Outlot 1C, or adjacent rights of way as depicted on **Exhibit B** without the written consent of the Association and, if required, the Village or Cook County DOT.

(d) **Major Modifications**. The plans for any Building, structure, Common Areas, or Common Area Improvements that are considered by the Village or, in its reasonable discretion, the Association, to be a Major Modification to the PUD, shall require the written consent of a Super Majority of the Owners. A plan that reduces the height, density, or parking requirements of a Building, structure, Common Area, or Common Area Improvement, to the extent permitted under the PUD (so that an amendment or modification to the PUD is not required), shall not be deemed a Major Modification to the PUD, unless such plan is considered by the Village to be a Major Modification to the PUD.

(e) **Parking Located in Outlot 1C**. Any future on-street parking installed in Outlot 1C as required by the Village shall be constructed by the Affected Lot Owner and the Association shall have the obligation to maintain and repair said parallel parking once constructed and approved by the Village.

(f) **Right Hand Turn Lane on Rohlwing Road**. Any right-hand turn lane from southbound Rohlwing Road onto westbound Euclid Ave, if approved by the Village and the Village of Rolling Meadows after a traffic warrant analysis requires it, shall be borne by the Association as an Association Cost and shall be an assessment against all Lot Owners.

5. **Maintenance and Operation**. The Association and the Lot Owners shall maintain, repair, replace and otherwise operate the Development in accordance with this Section 5. The minimum standard of maintenance, repairs, replacements and operations set forth in this Section 5 will be the standard of maintenance in other first-class mixed-use developments of comparable size within the Chicago metropolitan area and, without limitation, includes the following:

(a) **Maintenance and Operation by Owners**.

(i) Except as otherwise set forth herein, each Lot Owner shall, at its sole cost and expense, maintain, repair, replace, light, clean, insure, promptly remove snow and ice, operate, pay Taxes on, and keep available its Lot and all improvements on its Lot, including, without limitation, sidewalks and Separate Utility Facilities serving only such Owner's Lot and installing and maintaining the

landscaping on each Owner's Lot as depicted in the Village approved final landscape plan for such Lot, and keep the same in a good and safe condition, adequate for their intended uses in compliance with all Applicable Laws, ordinances, regulations and requirements, including, but not limited to, the requirements of this Declaration. Notwithstanding the foregoing, if the Lot 1B Owner has advanced payment for any Taxes on Outlot 1C prior to the Effective Date each Lot Owner will be required to pay its Cost Share of tax payments upon receipt of a written request therefor and a reasonably detailed explanation of such costs from the Lot 1B Owner. For avoidance of doubt, the Lot 4C Owner shall maintain any recreation and/or plaza area located on Lot 4C at its sole cost and expense.

(ii) If separate Utility Facilities located on a Lot exclusively serve a Lot owned by another Owner, such other Lot Owner shall maintain, repair and replace such separate Utility Facilities. If an Affected Lot Owner (the "**Repairing Owner**") reasonably determines it to be necessary to enter onto another Lot to maintain, repair or replace a separate Utility Facility which exclusively serves the Lot owned by the Repairing Owner, the Repairing Owner shall give such the Affected Lot Owner not less than sixty (60) days prior written notice, which notice shall include the Repairing Owner's plan for such maintenance, repair and/or replacement and such plan shall be subject to the Affected Lot Owner's approval, not be unreasonably withheld, delayed or conditioned. The Repairing Owner shall complete any maintenance, repairs or replacements in accordance with Section 4(a), hereof and shall eliminate any interference with any other Lot Owner or Permittee, including, without limitation, by providing alternate access between the Lots, and Outlot 1C, if applicable. Any relocation of Utility Facilities pursuant to this Section 3(c)(ii) shall not disturb, diminish or reduce the capacity, usefulness or functionality of the utility service to any Lot and shall be performed in accordance with Section 4(a) hereof, including, without limitation, in accordance with the PUD and all Applicable Laws and, if required, with the approval of the Village. All costs of relocating any Utility Facility shall be paid 100% by the Lot Owner undertaking such relocation including any business interruption costs associated with such relocation.

(b) **Maintenance and Operation of Lot 1B Parking Garage and Lot 1B Garage Ramp**. Notwithstanding anything to the contrary contained herein, at its sole cost and expense, the Lot 1B Owner shall maintain, repair, replace, light, clean, insure, pay Taxes on and remove snow and ice (to the extent applicable), and operate the Lot 1B Parking Garage and the Lot 1B Garage Ramp and shall be solely responsible for access between the Outlot 1C and the Lot 1B Parking Garage and Lot 1B Garage Ramp. No Owner, other than the Lot 1B Owner, shall be allowed access to the Lot 1B Parking Garage or the Lot 1B Garage Ramps for vehicular access or the parking of vehicles. The Lot 1B Owner shall solely be responsible for all repairs, maintenance or other improvements of and to the Lot 1B Parking Garage and the Lot 1B Garage Ramp. For avoidance of doubt, the costs and expenses the Lot 1B Owner incurs in connection with performing its obligations under this Section 5(b) shall not be Association Costs.

(c) **Association's Maintenance and Operation Responsibilities**.

(i) The Association shall maintain, repair, replace, light, clean, promptly remove snow and ice from, operate, insure, pay applicable Taxes on, and keep available for use, as applicable: (A) the Common Area (including Outlot 1C, but excluding the Lot 1B Garage Ramp); (B) the Common Area Improvements (including Outlot 1C, but excluding the Lot 1B Garage Ramp); and (C) the Traffic Signal (after construction thereof by the Lot 4C Owner, at its sole cost and expense), and shall keep the same in a good and safe condition adequate for their intended uses, in compliance with all Applicable Laws. Notwithstanding the foregoing, if the Association or any Lot Owner has advanced payment for any of costs set forth in (A) and (B) above prior to the Effective Date, each Lot Owner will be required to pay its Cost Share of such costs upon receipt of a written request therefor and a reasonably detailed explanation of such costs from the Association or any Lot Owner.

(ii) The Association shall: (A) install and maintain the landscaping in the Common Areas of the Development as depicted in the Landscape Plan, such obligation including the maintenance of the landscaping on Outlot 1C (but the Association shall not be responsible for any other landscaping within the Development); and (B) maintain any landscaping installed in the portion of the median immediately south of the Development in Euclid Avenue if such median is approved by Cook County DOT and all governmental authorities and other parties with authority over Euclid Ave and such median. For clarity sake, if any governmental bodies require improvements to Euclid Avenue as a result of the development of nearby properties (not including the Development), that render construction of said medians as infeasible (which shall be at the discretion of the Village) then the obligations of the Development for the consideration of installing medians shall be terminated.

(iii) The Association shall cause the roadways in Outlot 1C to be lit from dusk until dawn, or as otherwise required by Applicable Laws.

(iv) The Association shall be responsible for and pay for any water loss between the three master meters for the Development and any Submeters within the Development which shall be billed as Association Costs.

(v) The Association shall coordinate the final design and construction of any future pavilion located on Outlot 1C with the future plaza design on Lot 4C and the Association shall maintain the pavilion area once constructed.

6. **Association Costs**.

(a) **Cost Share**. Each Lot Owner shall pay its Cost Share of all reasonable, out-of-pocket costs and expenses incurred by the Association in satisfying its obligations under Section 5(c)(i)-(iv) (the "**Association Costs**"). The foregoing notwithstanding, extraordinary Association Costs that are incurred by the Association out of the ordinary

course of business, including, but not limited to, costs of major roadway, lighting or landscaping repairs and improvements, capital expenditures, and insurance loss deductibles, shall be allocated and paid by each Lot Owner as set forth on **Exhibit D**, attached hereto and made a part hereof. In addition, if the Association or any Lot Owner has advanced payment for any Association Costs prior to the Effective Date, each Lot Owner will be required to pay its Cost Share of such Association Costs upon receipt of a written request therefor and a reasonably detailed explanation of such costs from the Association or any Lot Owner.

(b) **Annual Budget**. On or before December 1st of each year, the Board shall prepare and distribute to each Lot Owner a budget for the Association for the ensuing calendar year which shall include estimated cash expenditures and reasonable amounts as a reserve to fund the Association's obligations hereunder, and for such other contingencies as the Board may deem proper (the "**Annual Budget**"), with reasonable itemization thereof. When the first Board takes office, it shall prepare a budget for the period commencing on the first day of the month prior to the date on which the first Board took office and ending on December 31st of the year in which the first Board took office. The Annual Budget shall also take into account any estimated and received income for the year, if any, that has been or may be received by the Association. As soon as reasonably feasible after the end of each calendar year, the Association shall prepare and deliver to each Lot Owner a statement (the "**Annual Statement**") showing the actual Association Costs and Owner's actual Cost Share thereof. Within thirty (30) days after its receipt of the aforementioned statement, then (i) if the actual Association Costs exceed the applicable Annual Budget, each Lot Owner shall pay to the Association the difference, or (ii) if the actual Association Costs are less than the applicable Annual Budget, the Association shall credit the difference against the next payments by the Lot Owners of their Cost Share of Association Costs.

(c) **Itemized Invoices**. Not less than fifteen (15) days after to the start of a new calendar quarter, the Association shall submit itemized invoices to the Lot Owners on a quarterly basis of each Owner's Cost Share of estimated Association Costs, which invoices shall be paid within thirty (30) days after receipt. Any Lot Owner may, within ninety (90) days after the end of each calendar year, by written notice to the Association, elect to review, at that Lot Owner's expense, invoices and other documentation of the Association Costs and the estimates thereof. Any Lot Owner shall have ninety (90) days from the date of its notice to the Association within which to review such invoices and documentation to object in writing to any discrepancies and provide the Association with reasonably detailed documentation thereof. The Association and such Lot Owner shall have thirty (30) days within which to resolve such objection before resorting to any remedy hereunder. If a Lot Owner proves that the Association Costs it paid were not in accordance with this Declaration, including, without limitation, payment for items that are not Association Costs or payment of more than its Cost Share of an Association Cost, then the Association shall credit such amount against the Lot Owner's next monthly payment(s) of such Lot Owner's Cost Share of Association Costs. Notwithstanding the foregoing, each Lot Owner shall remain obligated to pay the amount when due under the invoices, subject to the right to review and object after the payment has been paid as set forth herein.

(d) **Delinquent Payments**. Any amount owed by a Lot Owner (a "**Delinquent Lot Owner**") to the Association pursuant to this Declaration which is not paid when due and remains unpaid thirty (30) days after written notice thereof from the Association to the Delinquent Lot Owner (the "**Delinquent Payment**") shall: (i) bear interest at the lesser of (A) the prime rate per annum charged by Bank of America (or its successor) plus five percent (5%), and (B) the maximum rate of interest allowed by law (the "**Default Rate**") from the expiration of such thirty (30) day period until the Delinquent Payment and any accrued interest has been paid in full; and (ii) together with any accrued interest, constitute a lien against the Lot owned by the Delinquent Lot Owner (the "**Delinquent Payment Lien**"). The Association may secure and collect any Delinquent Payment and any accrued interest thereon by any action or remedy available at law or in equity and may impose and foreclose a Delinquent Payment Lien in accordance with Applicable Laws. The Delinquent Lot Owner shall be liable to the Association for all reasonable, out-of-pocket costs and expenses, including, without limitation, reasonable, out-of-pocket attorneys' fees, costs and expenses, incurred by the Association in connection with: (A) securing and collecting the Delinquent Payment and any accrued interest thereon; (B) imposing and foreclosing the Delinquent Payment Lien; and (C) exercising or obtaining any other remedy hereunder with respect to the delinquency (including without limitation, reasonable attorney's fees and court costs). The foregoing shall not be deemed to limit any other remedies the Association may have at law or in equity.

7. **Uses**.

(a) **Permitted Uses**. No part of the Development shall be used for other than the purposes set forth in the PUD. Any modifications or major amendments to the PUD will require the written consent of the Association and a Super Majority of the Lot Owners. Notwithstanding anything to the contrary set forth herein, no Lot Owner shall use its Lot for any use other than the permitted uses set forth in the PUD.

(b) **Prohibited Uses**. No use shall be permitted within the Development, which is inconsistent with the operation of a high quality mixed-use commercial and residential development. Without limiting the generality of the foregoing, the following uses shall not be permitted:

(i) Any operation primarily used as a storage or warehouse operation or for industrial purposes, including any assembling, manufacturing, refining, smelting, agricultural or mining operation;

(ii) Any "second hand" store, "surplus" store or "flea market", provided that this shall not be deemed to prohibit a bona fide antique store;

(iii) Any mobile home park, trailer court, junkyard or stockyard, except that this shall not prohibit the temporary use of construction trailers during periods of construction or reconstruction;

(iv) Any dumping, disposing, incineration or reduction of garbage, provided that this shall not prohibit garbage compactors or receptacles, or other

disposal methods typically used in a hotel, commercial or residential Building, which otherwise comply with the requirements of this Declaration;

(v) Any fire sale, bankruptcy sale (unless pursuant to a court order) or auction house operation;

(vi) Any dry-cleaning plant (except drop-off businesses with off-site cleaning facilities shall not be prohibited);

(vii) Any automotive body shop, maintenance or repair facility or car wash;

(viii) Any animal boarding, breeding or raising facility;

(ix) Any mortuary or funeral home;

(x) Any adult book or adult video store or any other establishment selling or exhibiting explicit sexual materials: or

(xi) Any use prohibited by the PUD.

(c) **Outside Sales**. No merchandise, equipment or services, including, but not limited to, vending machines, promotional devices and similar items, shall be displayed, offered for sale or lease or stored outside of the Buildings; provided, however, that the foregoing prohibition shall not be applicable to automated teller machines and outdoor restaurant seating, music and entertainment on Lots 4B and 4C, subject to reasonable rules and regulations promulgated by the Association, and provided that such uses do not interfere with the free movement of vehicular or pedestrian traffic within the Development, and compliance with all applicable legal requirements.

(d) **Right to Trade Names**. Except with the express, written consent of the Association, the name "Arlington Downs" shall not be used to identify any Owner, Permittee or any business or trade conducted within the Development; provided, however, the Lot Owners may use the name "Arlington Downs" to describe the location of the businesses operated on their Lots. The Association may use the Arlington Downs trade name.

(e) **Parking**. Valet parking shall be permitted only with the approval of and in areas designated by the Lot Owners of the Lot where the valet parking is to be located. Each Lot Owner shall use reasonable efforts to cause the employees of the occupants of its Lot to park their vehicles on the Parking Lot located on their Lot, and, if so designated by the Lot Owner, within employee parking areas that may be designated by the Lot Owner from time to time. The Lot Owner of a Parking Lot may require certain parking designations as may be required by the PUD, including, by way of example and without limitation, the following: employees with disabilities may park in handicap or accessible designated parking stalls so long as vehicles display appropriate placards; bus loading/unloading or parking areas may be designated or restricted to certain areas; and areas may be reserved for mass transit shuttle stops and loading or unloading areas as

approved by the Association.

(f) **Future Declaration**. One or more Lot Owners may enter into future covenants, conditions and restrictions agreements ("**Future Declarations**") establishing rights, restrictions, exclusives, duties and obligations with any other Lot Owner so long as such Future Declarations: (i) are only binding on the Lots owned by such Owners; (ii) do not bind any other Lots or the Common Area, or the Association; (iii) do not modify, amend, override, or violate the terms and conditions of this Declaration, the Bylaws, the enabling ordinances of the PUD, or Applicable Laws; and (iv) are subject and subordinate to all of the terms, covenants and conditions of this Declaration.

8. **Environmental Matters**.

(a) **Hazardous Materials**. No Lot Owner or the Association shall keep, stock, use or permit the use or sale of Hazardous Materials on the Development or in, on or from its Lot, except: (i) inventory held for sale to the public by a retail business which is packaged and labeled in conformity with all Environmental Laws and constitutes an incidental part of such retail business; (ii) substances customarily and incidentally used, in compliance with applicable Environmental Laws, for household purposes (in the case of residential use) or in the normal course of retail, office, recreational complex, restaurant or hotel operations (in the case of commercial uses); and (iii) substances which are commonly used in connection with the maintenance of real property and are used in accordance with all applicable Environmental Laws. Each Lot Owner shall indemnify, protect, defend and hold harmless the Association, the other Lot Owners and their Permittees for, from and against all claims, suits, actions, demands, costs, damages and losses of any kind, including but not limited to costs of investigation, litigation and remedial response, arising out of any Hazardous Material located, used or discharged by such Lot Owner in violation of this Section.

(b) **Defined Terms**.

(i) The term "**Environmental Laws**" shall mean any federal, state or local law, statute, ordinance, order, decree, code, directive, regulation, or the like, as well as under common law, any judicial or administrative orders, decrees or judgments thereunder, and any permits, approvals, licenses, registrations, filings and authorizations, in each case whether now or hereafter in effect, pertaining to pollution, protection or cleanup of the environment, health, industrial hygiene or the environmental conditions on, under or about the Development, including, but not limited to, the following, as now or hereafter amended: Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9601 et seq.; Resource, Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. as amended by the Superfund Amendments and Reauthorization Act of 1986, Pub. L. 99-499, 100 Stat. 1613; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; Emergency Planning and Community Right to Know Act of 1986, 42 U.S.C. § 11001 et seq.; Clean Water Act, 33 U.S.C. § 1251 et seq.; Clean Air Act, 42 U.S.C. § 7401 et seq.; Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; any corresponding state laws or ordinances and regulations, rules,

guidelines or standards promulgated pursuant to such laws, statutes and regulations, as such statutes, regulations, rules, guidelines and standards are amended from time to time.

(ii) The term "**Hazardous Materials**" means any substance, product, waste or other material (whether solid, liquid or gas) which is or becomes listed, regulated or addressed as being a toxic, hazardous, polluting or similarly harmful substance under any Environmental Law.

9. **Remedies**.

(a) **General**. Any remedies of the Association and any Lot Owner specifically provided for in this Declaration shall not constitute the sole remedies of the Association or such Owner, but, in addition, the Association and each Lot Owner shall be entitled to exercise any and all other remedies available at law or in equity, including the right to seek to restrain by injunction any violation or threatened violation by the Association or any other Lot Owner of any of the terms, covenants or conditions of this Declaration and by degree to compel performance of any such terms, covenants and conditions.

(b) **Self-Help Rights**. If any Lot Owner or the Association shall fail to perform, satisfy or comply with any of the provisions, covenants and conditions imposed upon a Lot or the Lot Owner thereof or the Association by this Declaration (including, without limitation, maintaining such Lot Owner's Lot or Outlot 1C in accordance with this Declaration) (each, a "**Defaulting Party**"), then the Association or any other Lot Owner (a "**Curing Party**") shall have the right, upon thirty (30) days prior written notice to the Defaulting Party, to proceed to make such payment or take such action as shall be necessary to cure such default, all in the name of and for the account of the Defaulting Party, provided that: (i) if such default cannot reasonably be cured within such thirty (30) day period and the Defaulting Party commences and thereafter diligently prosecutes the curing of such default to completion, the Defaulting Party shall have such additional period of time as is reasonably necessary to cure such default; and (ii) in the event of emergency, the only notice required shall be notice that is reasonable, based upon the facts and circumstances. If a Curing Party cures a default by a Defaulting Party in accordance with this Section 9(b), the Defaulting Party shall, within thirty (30) days after demand, reimburse the Curing Party for all reasonable, out-of-pocket costs and expenses, including reasonable attorney's fees, incurred by the Curing Party plus interest at the Default Rate from the date such costs and expenses were incurred by the Curing Party through the date of payment by the Defaulting Party. A Curing Party shall have the same rights as the Association with respect to a Delinquent Payment as set forth in Section 6(d) of this Declaration, including, without limitation, the lien and foreclosure rights.

10. **Casualty**.

(a) **Casualty on a Lot**. If any of the improvements located on a Lot are damaged or destroyed by fire or other cause, the Lot Owner of such Lot shall either: (i) remove the damaged improvements (or that portion thereof that such Lot Owner has elected not to repair, restore or rebuild), clean and landscape and/or pave the Lot within one

hundred and twenty (120) days after such loss or casualty; or (ii) cause the improvements so damaged or destroyed to be repaired, restored, replaced or rebuilt and ready for occupancy as soon as reasonably possible, but in no event longer than twelve (12) months after such loss or casualty regardless of any insurance disputes and subject in each case to delays caused by the inability to obtain permits or other force majeure delays.

(b) **Other Casualties**. If any portion of Outlot 1C, the Development Signs, or the Traffic Signal is damaged or destroyed by fire or other cause, the Association shall promptly cause the improvements so damaged or destroyed to be repaired, restored, replaced or rebuilt as soon as reasonably possible, subject to amounts available in the Association's budget and insurance proceeds available, and to delays caused by the inability to obtain permits, insurance proceeds, or other force majeure delays.

(c) **Repair Standards**. Repair or reconstruction work, once commenced under this Section 10, shall be carried through continuously to completion, subject to delays due to force majeure, and shall comply with the requirements of Section 4 of this Declaration as well as any requirements imposed by the Village pursuant to the terms of the PUD and any applicable ordinance.

11. **Insurance Coverages**.

(a) **Liability Insurance.** Each Lot Owner shall, at all times, at its sole cost and expense, maintain, or cause to be maintained, Commercial General Liability Insurance, which includes premises/operations, contractual liability, personal/advertising injury, broad-form property damage, independent contractors, underground explosion and collapse, and products/completed operations coverages, against claims for personal injury or death and property damage occasioned by an incident occurring upon, in or about that Lot constituting a portion of the Development owned by such Owner. Such insurance in each case shall have a minimum limit of not less than $2,000,000 per occurrence, which limits may be obtained through a combination of primary and umbrella or Excess Policies. Such insurance carried by each Lot Owner and the Association shall (i) name as additional insureds thereunder all other Lot Owners (to the extent the Lot Owner is given the name of the other Owners) and the Association, and their respective agents, employees, shareholders, officers, directors and members; (ii) provide that it is non-cancelable without at least thirty (30) days prior written notice to the insured and additional insureds, and (iii) be written as an "occurrence" policy and not as a "claims made" policy. The insurance shall be issued by an insurer having an A.M. Best rating of not less than "A-". Each Lot Owner shall furnish the Association with certificates evidencing such insurance immediately upon request.

(b) **Insurance Requirements for Contractors and Subcontractors**. Prior to commencing construction, repair or replacement of any improvements within the Development, a Constructing Party shall procure and maintain, or cause its contractor(s) and subcontractor(s) to procure and maintain, in full force and effect, at all times during the course of their work in, on or about the Development, the following insurance coverages:

(i) Workers' Compensation insurance as required by the Illinois Workers' Compensation Act.

(ii) Commercial General Liability insurance, written on an ISO Form published no earlier than 1998, including coverages for premises/operations (to be maintained no less than two (2) years following completion of the work), underground explosion, collapse hazard, completed operations, contractual liability and "broad form" property damage, in the amounts of Two Million and 00/100 Dollars ($2,000,000.00) per person and per occurrence for incidents of bodily injury, death and/or property damage.

(iii) Commercial Automobile Liability insurance, including coverages for owned, non-owned and hired vehicles, in the amount of One Million and 00/100 Dollars ($1,000,000.00) per occurrence.

(iv) Builder's Risk Insurance in an amount sufficient to provide for the actual replacement cost for any losses incurred during construction.

The Association and each Lot Owner and its respective agents, employees, shareholders, Affiliates, directors and members shall be named as an additional insured with each policy of contractor insurance to the extent this information is provided.

12. **Indemnities**. The Association (with respect to Outlot 1C) and each Lot Owner shall defend, indemnify and save harmless the Association and each other Lot Owner and its Permittees and theirs parent, subsidiary and affiliated companies, their respective directors, officers, shareholders, partners, and members, employees, customers, residents, guests and invitees from and against any damage, cost, expense, losses, liability, liens, or claim thereof (including reasonable attorney fees) provided that such damage, cost, expense, liability or claim is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction or tangible damage to, property arising out of any negligent or wrongful act or omission to act by the indemnifying Lot Owner or the Association, its agents, employees, tenants, licensees or contractors, except to the extent that such claims arise out of the negligence or willful misconduct of the indemnified party.

13. **Covenants Running With the Land**. Except as otherwise specifically provided herein, the rights and interests granted and the covenants, agreements, obligations and liabilities contained in this Declaration shall be rights, interests, covenants, agreements, obligations and liabilities running with the land and shall inure to the benefit of, and be binding upon, the Association and the Lot Owners and their respective successors and assigns, owning all or any portion of a Lot and all persons or entities claiming under them. If any Lot is hereafter divided into two (2) or more separate Lots by separation of ownership, ground lease, replatting or otherwise, then all of the resulting Lots shall enjoy and be subject to the benefits and burdens of the easements, grants, rights and responsibilities granted or reserved hereunder. The replatting of any Lot shall be in full compliance with all Applicable Laws.

14. **Term of Declaration**. This Declaration shall continue in full force and effect for fifty (50) years from and after the date of this Declaration as set forth above and shall thereafter

automatically be extended and renewed for successive periods of ten (10) years each, unless a Supermajority of the Lot Owners gives the other Lot Owners written notice not less than one (1) year prior to the expiration of the initial fifty (50) year term or any ten (10) year renewal thereof, as is applicable, that such Lot Owners elect that this Declaration not be extended and renewed beyond the then current initial term or renewal period. Notwithstanding anything to the contrary contained herein, any such election not to renew or termination shall not cause the termination of or otherwise impact those easements granted herein which are perpetual, the restriction as to use, and those provisions relating to the maintenance, repair, replacement and operation of the improvements provided herein and the reimbursement of the costs associated therewith and any other easements provided in this Declaration, which easements and provisions are specified as being perpetual or as continuing beyond the term of this Declaration and shall continue in force and effect. The termination of this Declaration shall not limit or affect any remedy at law or in equity that a Lot Owner or the Association may have against any other Lot Owner or the Association or any remedy at law or in equity that the Village may have against any and all Lot Owners or the Association with respect to any liability arising under the terms and conditions of this Declaration.

15. **Amendment**. This Declaration may be modified or amended, in whole or in part, only with the written consent of the Association and the Lot Owners whose Lots are materially or adversely affected by the amendment or modification of this Declaration, executed and acknowledged by all said parties, duly recorded in Cook County, Illinois. It is expressly understood and agreed that no modification or amendment, in whole or in part, shall require any consent or approval on the part of any Permittee, other than a fee owner and its mortgagee, if any, pursuant to a recorded mortgage. Notwithstanding the foregoing, this Declaration shall not be modified, amended or repealed with respect to any rights of the Village hereunder without the prior written consent of the Village.

16. **No Third Owner Beneficiary**. Except as otherwise specified herein, the provisions of this Declaration are for the exclusive benefit of the Association and the Owners, their successors and assigns, and not for the benefit of any third person or entity, nor shall this Declaration be deemed to have conferred any rights, express or implied, upon any third person or entity.

17. **Enforcement, Use and Rights of Public Authorities**. The Village, acting through its authorized officials and agents, has the right, but not the obligation, to enforce the covenants and other terms of this Declaration in the event any Lot Owner or the Association defaults under this Declaration beyond any applicable notice and/or cure period set forth herein. The Village or its duly authorized agents or representatives also have the right, but not the obligation, in the event any Lot Owner or the Association shall default under this Declaration beyond any applicable notice and/or cure period, and after the Village gives an additional ten (10) days' notice to the applicable Lot Owner(s) or the Association, as the case may be, to enter upon the Common Area, the Lots, or any part thereof to perform or cause to cure such default, including, if applicable, performing such maintenance and rehabilitation work as the Village determines, in its reasonable discretion, is necessary to cure such default. In the event the Village undertakes any enforcement action pursuant to this Section, it will have the right without the further consent of the Association, the Lot Owners, or any individual Lot Owner to charge against the individual Affected Lot Owner(s) or the Association, as the case may be, an amount sufficient to defray the

entire reasonable cost of such action or work. If the amount so charged is not paid within thirty (30) days following a demand to the applicable Lot Owner or to the Association in writing by the Village for such payment, such charge, together with interest at the default rate set forth herein and costs of collection, the Village shall have the right to record a lien upon the affected Lot(s) and/or the Common Area, and the Village will have the right to collect such charge, interest and costs and to enforce such lien in the same manner as provided herein for assessments and liens resulting from unpaid charges. The Village will be under no obligation to exercise the rights granted in this Section, except as it determines to be in the best interests of the Village. No failure to exercise any right herein granted to the Village is to be construed as a waiver of that or any other rights. Nothing in this Section 17 or this Declaration is to be construed to constitute a dedication of any portion of the Common Area or any Lot, or an acceptance thereof, by the Village.

18. **Notice**. Any notice, request, demand, approval or consent given or required to be given under this Declaration shall be in writing and sent by certified mail or by national overnight courier service which provides written confirmation of delivery, and shall be deemed to have been given three (3) days after the date upon which the notice is deposited for mailing in a United States Post Office or mail receptacle with proper postage affixed in the case of certified mail, and one (1) business day after the date upon which the notice is deposited with a national overnight courier service for guaranteed next business day delivery with all fees and charges prepaid, and mailed/sent to the addresses set forth below, or at the last changed address given by such Lot Owner as herein provided:

| | |
|---|---|
| Association:<br>(Outlot 1C and<br>Lot 1D Owner) | Arlington Downs Master Association, Inc.<br>c/o Stoneleigh Companies, LLC<br>760 W. Main Street, Suite 140<br>Barrington, IL 60010<br>Attn: President |
| Lot 1B Owner: | Arlington Downs Residential, LLC<br>c/o Stoneleigh Companies, LLC<br>760 W. Main Street, Suite 140<br>Barrington, Illinois 60010<br>Attention: President |
| Copy to: | Springbank Capital Advisors, LLC<br>448 North LaSalle Drive<br>Floor 2<br>Chicago, IL 60654<br>Attention: John Diedrich and Jim Reiland |
| Lot 2A-1 Owner: | STORE Master Funding XVI, LLC<br>8377 E. Hartford Drive, Suite 100<br>Scottsdale, Arizona 85255<br>Attention: Asset Management |

| | |
|---|---|
| Lot 2A-2 Owner:<br>And Lot 16 Owner: | SB ADR IV Property Owner, LLC,<br>c/o Springbank Capital Advisors, LLC<br>448 North LaSalle Drive, Floor 2<br>Chicago, IL 60654<br>Attention: John Diedrich and Jim Reiland |
| Lot 3A Owner: | Arlington Downs Residential II, LLC<br>c/o Springbank Capital Advisors, LLC<br>448 North LaSalle Drive, Floor 2<br>Chicago, IL 60654<br>Attention: John Diedrich and Jim Reiland |
| Lot 4B Owner: | AD Hotel LLC<br>c/o Aurora Sports Ventures LLC<br>8700 West Bryn Mawr Avenue, Suite 810 North<br>Chicago, Illinois 60631<br>Attention: Jeffrey W. Krol |
| Lot 4C Owner: | CIMA Developers, LP,<br>30W180 Butterfield Rd,<br>Warrenville, Illinois 60555<br>Attention: Daniel Soltis |
| Lot 5A Owner: | SB 3401 Payton Place LLC<br>c/o Springbank Capital Advisors, LLC<br>448 North LaSalle Drive<br>Floor 2<br>Chicago, IL 60654<br>Attention: John Diedrich and Jim Reiland |
| Village: | Village of Arlington Heights<br>33 S. Arlington Heights Road<br>Arlington Heights, IL 60005<br>Attention: Director of Planning |
| With a copy to: | Village of Arlington Heights<br>33 S. Arlington Heights Road<br>Arlington Heights, IL 60005<br>Attention: Legal Department |

Any Lot Owner may, at any time, change its notice address and/or add additional Lot Owners for purposes of delivery of notices by mailing, as provided above, at least ten (10) days before the effective date of such change, a written notice to the Association stating the change and setting forth the new address. If any such notice requires any action or response by the recipient or involves any consent or approval solicited from the recipient, such fact shall be clearly stated in such notice.

19. **Captions**. The captions of the sections and subsections of this Declaration are for convenience only and shall not be considered nor referred to in resolving questions of interpretation and construction.

20. **Governing Laws**. This Declaration shall be construed in accordance with the laws of the State of Illinois and any applicable federal laws and regulations.

21. **No Partnership**. Neither anything in this Declaration contained nor any acts of the Association or the Lot Owners shall be deemed or construed by the Association or the Lot Owners, or any of them, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture between the Association and any Lot Owners or between any of the Lot Owners or any parties to this Declaration.

22. **Not a Public Dedication**. Except as otherwise specified herein, nothing herein contained shall be deemed to be a gift or dedication of any portion of the Development to the general public or for the general public or for any public purpose whatsoever.

23. **Severability**. If any term, provision or condition contained in this Declaration shall, to any extent, be invalid or unenforceable, the remainder of this Declaration (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision and condition of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

24. **Waiver of Default**. No waiver of any default by the Association or any Lot Owner to this Declaration shall be implied from any omission by the Association or any other Lot Owner to take any action in respect of such default if such default continues or is repeated. No express waiver of any default shall affect any default or cover any period of time other than the default and period of time specified in such express waiver. One or more waivers of any default in the performance of any term, provision or covenant contained in this Declaration shall not be deemed to be a waiver of any subsequent default in the performance of the same term, provision or covenant or any other term, provision or covenant contained in this Declaration. The consent or approval by the Association or any Lot Owner to or of any act or request by any other Lot Owner requiring consent or approval shall not be deemed to waive or render unnecessary the consent to or approval of any subsequent similar acts or requests. The rights and remedies given to the Association or any Lot Owner shall be deemed to be cumulative and no one of such rights and remedies shall be exclusive of any of the others, or of any other right or remedy at law or in equity which the Association or any such Lot Owner might otherwise have by virtue of a default under this Declaration, and the exercise of one such right or remedy by the Association or any such Lot Owner shall not impair the Association's or such Lot Owner's standing to exercise any other right or remedy.

25. **Counterparts**. This Declaration may be executed in two or more counterparts, each of which shall be deemed an original.

26. **Approvals**. Wherever an approval is required under this Declaration, the approval will not be unreasonably withheld, or delayed, unless otherwise provided under this Declaration.

27. **Additional Agreements Regarding Owners**.

(a) **Limited Liability**. Except as specifically provided below, there shall be absolutely no corporate or personal liability of persons, firms, corporations, limited liability companies or entities who constitute a Lot Owner hereto or the Association, including, but not limited to officers, directors, managers, employees or agents of a Lot Owner hereto or the Association with respect to any of the terms, covenants, conditions, and provisions of this Declaration. In the event of default by a Defaulting Party, the Lot Owner who seeks recovery from the Defaulting Party shall look solely to the interest of such Defaulting Party in the Development and the proceeds its receives therefrom and the reserves of the Association and to the proceeds of insurance obtained by the Lot Owner or the Association for the satisfaction of each and every remedy of the Defaulting Party; provided, however, that the foregoing shall not in any way impair, limit or prejudice the other rights of any Lot Owner.

(b) **Liability Period.** Each Lot Owner shall be liable for the performance of all covenants, obligations and undertakings herein set forth with respect to the portion of the Development so owned by it which accrues during the period of such ownership. Such liability shall continue with respect to any portion transferred until the notice of transfer set forth below is given, at which time the transferring Owner's liability as set forth in this Declaration for such covenants, obligations and undertakings accruing after the date of the transfer with respect to the portion so conveyed shall terminate. The transferee Lot Owner shall automatically become liable for all such obligations arising after compliance with the notice requirement. A Lot Owner transferring all or any portion of its interest in a Lot or the Development shall give prompt notice to the Association of such transfer and shall include therein at least the following information: (i) the name and address of the new Owner; and (ii) a copy of the legal description of the portion of the Development conveyed.

28. **Priority; Mortgagee Protection**.

(a) **Priority**. This Declaration and the rights, easements, covenants and agreements contained herein shall remain prior and superior to any lien of any mortgage by any lender of any Lot Owner (each, a "**Mortgagee**").

(b) **No Mortgagee Liability**. No Mortgagee shall have any liability under this Declaration solely by virtue of its having a mortgage lien on any Lot.

(c) **Mortgagee Cure Rights**. A Mortgagee shall have the right, but no duty or obligation, to cure or correct a breach of this Declaration by the Lot Owner whose Lot secures such Lender Mortgage within any applicable cure period provided for such breach to such Owner.

29. **Attorneys' Fees**. In the event a Lot Owner or the Association institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing Lot Owner or the Association, if it prevails after a final adjudication, shall be entitled to recover

its reasonable attorneys' fees and costs incurred in the preparation and prosecution of such action or proceeding.

30. **Estoppel Certificates**. Within fifteen (15) days of its receipt of a written request from a Lot Owner, the Association shall from time to time provide the requesting Lot Owner a certificate binding upon the Association stating: (a) to the knowledge of the Association, whether any Lot Owner to this Declaration is in default or violation of this Declaration and if so identifying such default or violation; and (b) identifying any amendments to the Declaration as of the date of such certificate.

31. **Force Majeure**. For purposes of this Declaration, force majeure delays shall be delays caused by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, adverse weather conditions, riots, insurrection, any Federal or State governmental action that prohibits any Lot Owner or Occupant from using its Lot for the uses permitted under Section 7(a) of this Declaration or other non-economic reasons beyond the reasonable control of the Lot Owner or the Association. In no event will any party be excused from making any payment required under this Declaration on account of force majeure delays.

32. **Bankruptcy**. In the event of any bankruptcy affecting any Lot Owner or occupant of any Lot, the parties agree that this Declaration shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and cannot be rejected, in the whole or in part, by the bankrupt person or entity.

33. **Termination of Agreement Regarding Declaration**. Upon recording of this Declaration, that certain Agreement Regarding Declaration dated October 19, 2018 and recorded on October 22, 2018 as Document No. 1829506233 with the Cook County Recorder of Deeds shall be terminated by the Lot 5A Owner, deemed null and void, released of record, and shall be of no further legal or equitable force or effect.

34. **Creation of Future Lot 6**. The parties hereto acknowledge that it is the intent of the owner of Lot 2A-2 and the owner of Lot 16 in Arlington Park Office Center ("**Lot 16**") to create "Lot 6" ("**Future Lot 6**"), which shall consist of Lot 16 and Lot 2A-2, as depicted on **Exhibit L** attached hereto and made a part hereof. The current intended use of Future Lot 6 is for multi-family residential (the "**Lot 6 Intended Use**"). The Association and the Lot Owners hereby consent to an amendment to the PUD adding Future Lot 6 to and as a part of the Development for the Lot 6 Intended Use and agree to execute an amendment to the PUD and this Declaration creating Future Lot 6 and adding "Lot 6" as a Lot to the Development, provided that such PUD amendment shall be reasonably acceptable to the Association and the Lot Owners. Each Lot Owner shall use commercially reasonable efforts to obtain the consent and subordination of any mortgage encumbering such Lot Owner's Lot to such amendment. The Lot Owners of Lot 16 and Lot 2A-2 may use Future Lot 6 for the Lot 6 Intended Use, or such other purpose or use allowed by Applicable Law, and not prohibited by Section 7(b) of this Declaration; provided that if such purpose or use is the same principal purpose or use of any other Lot by any other Lot Owner, then the written consent of such Lot Owner will be required. At such time as Future Lot 6 is added to and becomes a part of the Development, all terms covenants and conditions set forth herein shall be applicable to, and bind the owner of said Lot 6, and its successors and assigns, and the "Cost

Share of Lot 2A-2" set forth on **Exhibit D** shall apply, and the Voting Share set forth on **Exhibit H** shall apply.

35. **Exhibits**. All exhibits referred to herein and attached hereto shall be deemed part of this Declaration. A list of the exhibits follows:

| | |
|---|---|
| Exhibit A-1: | Legal Description of Lot 1B |
| Exhibit A-2-A: | Legal Description of Lot 2A-1 |
| Exhibit A-2-B: | Legal Description of Lot 2A-2 |
| Exhibit A-3: | Legal Description of Lot 3A |
| Exhibit A-4: | Legal Description of Lot 4B |
| Exhibit A-5: | Legal Description of Lot 4C |
| Exhibit A-6: | Legal Description of Lot 5A |
| Exhibit A-7: | Legal Description of Outlot 1C |
| Exhibit A-8 | Legal Description of Lot 1D |
| Exhibit B: | Depiction of the Development |
| Exhibit C: | Bylaws of the Association |
| Exhibit D: | Cost Share |
| Exhibit E: | Copy of Landscape Plan |
| Exhibit F-1: | Legal Description of Lot 1B Parking Garage |
| Exhibit F-2: | Depiction of Lot 1B Garage Ramp |
| Exhibit G: | Depiction of Lot 1B Parking Lot |
| Exhibit H: | Voting Share |
| Exhibit I: | Location of Development Signs |
| Exhibit J-1: | Depiction of Outlot 1C-1 Temporary Construction Easement Area |
| Exhibit J-2: | Depiction of Outlot 1C-2 Temporary Construction Easement Area |
| Exhibit K: | Areas Restricted from Heavy Construction Traffic |
| Exhibit L: | Depiction of Future Lot 6 |

***[Signatures appear on the following pages]***

**IN WITNESS WHEREOF**, the parties hereto have executed this Declaration as of the date above first written.

**LOT 1B OWNER**

**ARLINGTON DOWNS RESIDENTIAL, LLC**,
a Delaware limited liability company

By: Arlington Downs Residential Mezz, LLC, an Illinois limited liability company, its sole member

By: Stoneleigh Manager SCAD, LLC, a Florida limited liability company, its manager

By: Stoneleigh Companies, LLC,
a Florida limited liability company,
its sole member and manager

By: _____
Name: Richard F. Cavenaugh
Its: President

STATE OF ILLINOIS )
) SS
COUNTY OF LAKE )

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Richard F. Cavenaugh, personally known to me to be the President of Stoneleigh Companies, LLC, a Florida limited liability company, the sole member and manager of Stoneleigh Manager SCAD, LLC, a Florida limited liability company, the manager of Arlington Downs Residential Mezz, LLC, an Illinois limited liability company, the sole member of ARLINGTON DOWNS RESIDENTIAL, LLC, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of the limited liability company for the uses and purposes therein set forth.

Given under my hand and official seal this ____ day of _____, 2023.

_____
Notary Public

**LOT 2A-1 OWNER**

**STORE MASTER FUNDING XVI, LLC**,
a Delaware limited liability company

By: _____
Name: _____
Its: _____

STATE OF ARIZONA )
) SS
COUNTY OF MARICOPA )

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the _____ of STORE Master Funding XVI, LLC, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, 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 the limited liability company for the uses and purposes therein set forth.

Given under my hand and official seal this ____ day of _____, 2023.

_____
Notary Public

**LOT 2A-2 OWNER**

**SB ADR IV PROPERTY OWNER, LLC,**
an Illinois limited liability company

By: _____
Name: _____
Its: Authorized Signatory

STATE OF ILLINOIS )
) SS
COUNTY OF _____ )

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the Authorized Signatory of SB ADR IV Property Owner, LLC, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of the limited liability company for the uses and purposes therein set forth.

Given under my hand and official seal this ____ day of _____, 2023.

_____
Notary Public

**LOT 3A OWNER**

**ARLINGTON DOWNS RESIDENTIAL II, LLC,**
an Illinois limited liability company

By: _____
Name: _____
Its: Authorized Signatory

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the Authorized Signatory of ARLINGTON DOWNS RESIDENTIAL II, LLC, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of the limited liability company for the uses and purposes therein set forth.

Given under my hand and official seal this ____ day of _____, 2023.

_____
Notary Public

**LOT 4B OWNER**

**AD HOTEL, LLC,**
a Delaware limited liability company

By: _____
Jeffrey W. Krol, Co-Manager

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jeffrey W. Krol personally known to me to be the Co-Manager of AD Hotel LLC, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of the limited liability company for the uses and purposes therein set forth.

Given under my hand and official seal this ____ day of _____, 2023
.

_____
Notary Public

**LOT 4C OWNER**

**CIMA DEVELOPERS, LP**,
an Illinois limited partnership

By: _____
Name: _____
Its: _____

STATE OF ILLINOIS )
) SS
COUNTY OF _____ )

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the General Partner of CIMA DEVELOPERS, LP, an Illinois limited partnership, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, 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 the limited partnership for the uses and purposes therein set forth.

Given under my hand and official seal this ____ day of _____, 2023.

_____
Notary Public

**LOT 5A OWNER**

**SB 3401 PAYTON PLACE LLC**,
a Delaware limited liability company

By: _____
Name: _____
Its: Authorized Signatory

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the Authorized Signatory of SB 3401 Payton Place, LLC, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of the limited liability company for the uses and purposes therein set forth.

Given under my hand and official seal this ____ day of _____, 2023.

_____
Notary Public

**LOT 16 OWNER**

**SB ADR IV PROPERTY OWNER, LLC,**
an Illinois limited liability company

By: _____
Name: _____
Its: Authorized Signatory

STATE OF ILLINOIS )
) SS
COUNTY OF _____ )

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the Authorized Signatory of SB ADR IV Property Owner, LLC, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of the limited liability company for the uses and purposes therein set forth.

Given under my hand and official seal this ____ day of _____, 2023.

_____
Notary Public

**ASSOCIATION, OUTLOT 1C OWNER & LOT 1D OWNER**

**ARLINGTON DOWNS MASTER ASSOCIATION, INC**.,
an Illinois not-for-profit corporation

By: _____
Name: Richard F. Cavenaugh
Its: President

STATE OF ILLINOIS )
) SS
COUNTY OF LAKE )

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Richard F. Cavenaugh, personally known to me to be the President of Arlington Downs Master Association, an Illinois not-for-profit corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of the corporation for the uses and purposes therein set forth.

Given under my hand and official seal this ____ day of _____, 2023.

_____
Notary Public

## EXHIBIT A-1

### Legal Description of Lot 1B

LOT 1B IN ARLINGTON DOWNS FOUR, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 25 AND PART OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID ARLINGTON DOWNS FOUR RECORDED _____, ___, AS DOCUMENT _____, IN COOK COUNTY, ILLINOIS.

## EXHIBIT A-2-1

### Legal Description of Lot 2A-1

LOT 2A IN ARLINGTON DOWNS TWO, BEING A RESUBDIVISION OF LOTS 1, 2 AND 4 IN ARLINGTON DOWNS, BEING A PLANNED UNIT DEVELOPMENT OF PART OF THE NORTHWEST 1 / 4 OF SECTION 25 AND PART OF THE NORTHEAST 1/ 4 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID ARLINGTON DOWNS TWO, RECORDED OCTOBER 25, 2013 AS DOCUMENT 1329839038, EXCEPTING THEREFROM THE FOLLOWING;

THAT PART OF LOT 2A, BOUNDED AND DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF LOT 2A IN SAID ARLINGTON DOWNS TWO; THENCE SOUTH 00 DEGREES 06 MINUTES 05 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 2A, 281.80 FEET TO THE NORTHWEST CORNER OF LOT 1 A, BEING ALSO THE POINT OF BEGINNING OF THIS LEGAL DESCRIPTION; THENCE NORTH 89 DEGREES 53 MINUTES 55 SECONDS EAST, ALONG THE SOUTH LINE OF SAID LOT 2A, 60.00 FEET; THENCE SOUTH 00 DEGREES 06 MINUTES 05 SECONDS EAST, CONTINUING ALONG SAID LAST DESCRIBED SOUTH LINE, 18.00 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 55 SECONDS EAST, CONTINUING ALONG SAID LAST DESCRIBED SOUTH LINE, 178.67 FEET; THENCE NORTH 00 DEGREES 06 MINUTES 05 SECONDS WEST, ALONG A LINE BEING PARALLEL WITH THE WEST LINE OF SAID LOT 2A, 299.34 FEET TO AN INTERSECTION WITH THE NORTH LINE OF SAID LOT 2A; THENCE NORTH 89 DEGREES 59 MINUTES 27 SECONDS WEST, ALONG SAID LAST DESCRIBED NORTH LINE, 238.67 FEET TO THE NORTHWEST CORNER OF LOT 2A AFORESAID; THENCE SOUTH 00 DEGREES 06 MINUTES 05 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 2A, 281.80 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## EXHIBIT A-2-2

### Legal Description of Lot 2A-2

THAT PART OF LOT 2A IN ARLINGTON DOWNS TWO, BEING A RESUBDIVISION OF LOTS 1, 2 AND 4 IN ARLINGTON DOWNS, BEING A PLANNED UNIT DEVELOPMENT OF PART OF THE NORTHWEST 1 / 4 OF SECTION 25 AND PART OF THE NORTHEAST 1/ 4 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID ARLINGTON DOWNS TWO, RECORDED OCTOBER 25, 2013 AS DOCUMENT 1329839038, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 2A IN SAID ARLINGTON DOWNS TWO; THENCE SOUTH 00 DEGREES 06 MINUTES 05 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 2A, 281.80 FEET TO THE NORTHWEST CORNER OF LOT 1 A, BEING ALSO THE POINT OF BEGINNING OF THIS LEGAL DESCRIPTION; THENCE NORTH 89 DEGREES 53 MINUTES 55 SECONDS EAST, ALONG THE SOUTH LINE OF SAID LOT 2A, 60.00 FEET; THENCE SOUTH 00 DEGREES 06 MINUTES 05 SECONDS EAST, CONTINUING ALONG SAID LAST DESCRIBED SOUTH LINE, 18.00 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 55 SECONDS EAST, CONTINUING ALONG SAID LAST DESCRIBED SOUTH LINE, 178.67 FEET; THENCE NORTH 00 DEGREES 06 MINUTES 05 SECONDS WEST, ALONG A LINE BEING PARALLEL WITH THE WEST LINE OF SAID LOT 2A, 299.34 FEET TO AN INTERSECTION WITH THE NORTH LINE OF SAID LOT 2A; THENCE NORTH 89 DEGREES 59 MINUTES 27 SECONDS WEST, ALONG SAID LAST DESCRIBED NORTH LINE, 238.67 FEET TO THE NORTHWEST CORNER OF LOT 2A AFORESAID; THENCE SOUTH 00 DEGREES 06 MINUTES 05 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 2A, 281.80 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## EXHIBIT A-3

### Legal Description of Lot 3A

LOT 3A IN ARLINGTON DOWNS THREE, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 25 AND PART OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID ARLINGTON DOWNS THREE RECORDED JULY 15, 2019 AS DOCUMENT 1919606066, IN COOK COUNTY, ILLINOIS.

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## EXHIBIT A-4

### Legal Description of Lot 4B

LOT 4B IN ARLINGTON DOWNS THREE, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 25 AND PART OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID ARLINGTON DOWNS THREE RECORDED JULY 15, 2019 AS DOCUMENT 1919606066, IN COOK COUNTY, ILLINOIS.

## EXHIBIT A-5

### Legal Description of Lot 4C

LOT 4C IN ARLINGTON DOWNS THREE, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 25 AND PART OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID ARLINGTON DOWNS THREE RECORDED JULY 15, 2019 AS DOCUMENT 1919606066, IN COOK COUNTY, ILLINOIS.

## EXHIBIT A-6

### Legal Description of Lot 5A

LOT 5A IN ARLINGTON DOWNS THREE, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 25 AND PART OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID ARLINGTON DOWNS THREE RECORDED JULY 15, 2019 AS DOCUMENT 1919606066, IN COOK COUNTY, ILLINOIS.

## EXHIBIT A-7

### Legal Description of Outlot 1C

OUTLOT 1C IN ARLINGTON DOWNS FOUR, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 25 AND PART OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID ARLINGTON DOWNS FOUR RECORDED _____, ____, AS DOCUMENT _____, IN COOK COUNTY, ILLINOIS.

## EXHIBIT A-8

### Legal Description of Lot 1D

LOT 1D IN ARLINGTON DOWNS FOUR, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 25 AND PART OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID ARLINGTON DOWNS FOUR RECORDED _____, ____, AS DOCUMENT _____, IN COOK COUNTY, ILLINOIS.

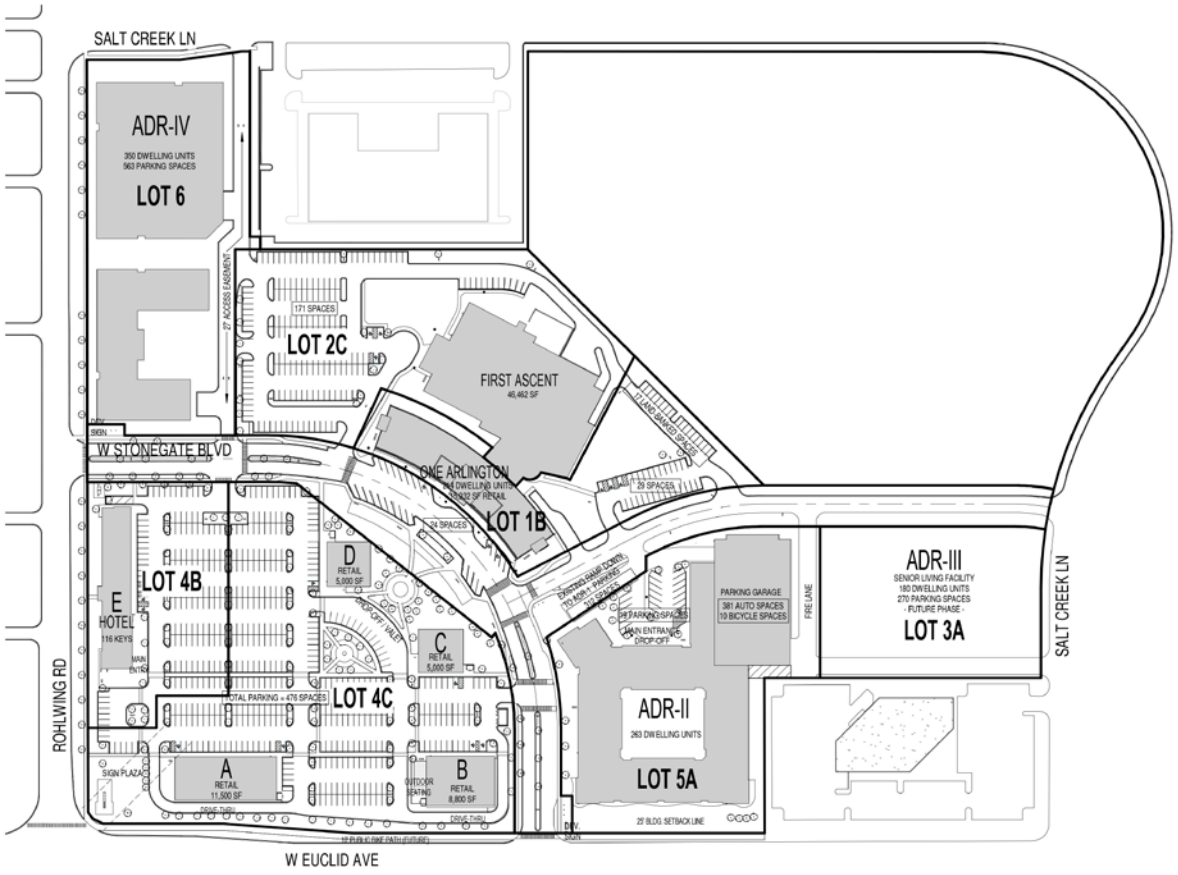
## EXHIBIT A-9

### Legal Description of Lot 16

LOT 16 IN ARLINGTON PARK OFFICE CENTRE, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 25 AND PART OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID ARLINGTON PARK OFFICE CENTRE RECORDED JUNE 6, 1980, AS DOCUMENT 25479286, IN COOK COUNTY, ILLINOIS.

# EXHIBIT B

## Depiction of the Development




OKW Architects

OKW ARCHITECTS
600 W. Jackson, Suite 250
Chicago, IL 60661

N

**MASTER SITE PLAN**
ARLINGTON DOWNS

10/22/2021 Project #: 16093

# EXHIBIT C

BYLAWS OF

ARLINGTON DOWNS MASTER ASSOCIATION
AN ILLINOIS NOT-FOR-PROFIT CORPORATION

## ARTICLE I

## NAME OF CORPORATION

The name of this corporation is Arlington Downs Master Association, an Illinois not-for-profit corporation.

## ARTICLE 2
## DEFINITIONS

All terms used and not defined herein shall have the meanings set forth in the Amended and Restated Declaration of Easements, Covenants and Restrictions (Arlington Downs) (the "**Declaration**") dated as of the date of the Declaration, as amended from time to time.

## ARTICLE 3
## PURPOSES AND POWERS

3.01 Purposes: The purposes of this Association are to perform all the obligations of the Association as set forth in the Declaration, including without limitation: (i) owning Outlot 1C, and maintaining, repairing, replacing, operating and administering (A) Outlot 1C (including the Common Road, adjacent sidewalks, curbs, landscaping, signage and lighting, but excluding the Lot 1B Garage Ramp), (B) any Development Signs (excluding any wayfinding or Lot identification signs located thereon identifying any specific Lot Owner or Permittee), (C) any Common Utility Facilities after initial construction thereof, and (D) the Traffic Signal after initial construction thereof; (ii) to promote the health, safety and welfare, and the common use and enjoyment of the Development by the Members and Permittees; and (iii) to exercise all the rights and powers granted the Association in this Declaration, all on a not-for-profit basis, subject to and in accordance with the terms and provisions of this Declaration.

3.02 Powers: The Association shall have and exercise all powers as are now or may hereafter be granted by the General Not-For-Profit Corporation Act of the State of Illinois, the Declaration and these Bylaws.

## ARTICLE 4
## OFFICES

4.01 Registered Offices: The Association shall have and continuously maintain in the State of Illinois a registered office and registered agent whose office shall be identical with such registered office and may have other offices within or without the State of Illinois as the Board (as defined below) may from time to time determine.

4.02 Principal Office: The principal office of the Association shall be maintained as determined from time to time by the Board.

## ARTICLE 5
## MEMBERSHIP AND VOTING RIGHTS

5.01 Membership: Every Lot Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of a Lot shall be the sole qualification for membership.

5.02 Voting Rights: The Association shall have one class of membership and shall have a total number of votes equal to the number of legally platted Lots greater than one and one-half (1.5) acres in size (each a "**Voting Lot**" and collectively, the "**Voting Lots**"). Each Voting Lot shall have one (1) vote. The person entitled to vote with respect to each Voting Lot is hereinafter referred to as the "**Voting Member**." If more than one person is the record owner of any Voting Lot, or if a Lot Owner is a trustee, corporation, partnership, limited liability company, or other legal entity, the vote for such Voting Lot shall be exercised as such Lot Owner or Lot Owners of that Voting Lot shall designate in writing to the Board. Such designation of a Lot's Voting Member shall be revocable at any time by actual notice to the Board, or upon the death or judicially declared incompetence of any Lot Owner of a Voting Lot, or by written notice of revocation to the Board by any such Lot Owner. In the absence of such written designation, the vote for any Voting Lot may be exercised at any meeting of Members as the Lot Owner or Lot Owners of that Voting Lot present at such meeting shall agree; provided, however, if all owners of a Voting Lot cannot agree as to how their vote shall be exercised, no vote shall be cast with respect to that Voting Lot. In the event that a Voting Lot is owned by more than one person and no designation is given, then the Board in its discretion may recognize one of the persons as the Voting Member for such Voting Lot.

5.03 Annual Meetings: The initial meeting of Members shall be held upon no less than thirty (30) days' written notice given by the Secretary (as defined below) of the Association. Thereafter, there shall be an annual meeting of the Members as close as possible to the same day of the same month of each succeeding year, and at such other reasonable time or date (not more than thirty (30) days before or after such date) as may be designated by written notice of the Board delivered to the Members.

5.04 Special Meetings: Special meetings of the Members may be called at any time by the President of the Association, by the Board or, upon written request of Voting Members of at least twenty- five (25%) percent of the Voting Lots.

5.05 Notice of Meetings: Written or printed notice stating the place, day, and time of any meeting of Members shall be delivered either personally or by mail to each Lot Owner not less than ten (10) nor more than thirty (30) days before the day of such meeting. Said notice shall be given by or at the direction of the President, Secretary or persons calling the meeting. In case of a special meeting or when required by statute or these Bylaws, the purpose for which the meeting is called shall be stated in the notice. Notices of the meetings shall be in writing addressed to the Lot Owner at the address furnished by such Lot Owner to the Association for the purpose of service of notices, or if no such address has been furnished, to the Lot owned by such Owner. Notices

addressed as above shall be deemed delivered when deposited in the United States mail, postage prepaid, or when personally delivered to that address.

5.06 Place of Meetings: All meetings of Members shall be held at such place in Cook County, Illinois as determined by the Board.

5.07 Quorum: The presence at any meeting, in person and by proxy, of Lot Owners owning at least fifty percent (50%) of the Voting Lots shall constitute a quorum for any action to be taken by the Members except as may otherwise be provided in the Declaration or in these Bylaws. Unless otherwise expressly provided in the Declaration or in these Bylaws any action that may be taken by the Members may be taken at any meeting at which a quorum is present upon the affirmative vote of a majority of the Voting Members present at such meeting. If a quorum is not present at any meeting, a majority of the Voting Members present may adjourn the meeting at any time, without further notice. At any adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the original meeting. Withdrawal of Voting Members from any meeting shall not cause failure of a duly constituted quorum at that meeting.

5.08 Proxies: At all meetings of Members, a Voting Member may vote either in person or by proxy. All proxies shall be in writing and filed with the Secretary (as defined below). Every proxy shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically be void upon termination by the Member of his interest in his Lot.

## ARTICLE 6
## BOARD OF DIRECTORS

6.01 In General: The affairs of the Association shall be managed by the Board of Directors ("**Board**"). The Board shall consist of not less than three (3) nor more than five (5) directors (the "**Directors**") in accordance with the terms of the Illinois Not-For-Profit Corporation Act. The initial Directors shall be Richard F. Cavenaugh, Anthony Rodriguez, and Jeffrey W. Krol. In all elections for members of the Board of Directors, each Voting Member shall be entitled to vote on a cumulative voting basis and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. Directors shall have one (1) year terms each. The Voting Members having at least two-thirds (2/3rds) of the total vote may increase or decrease such number of persons on the Board or may increase or decrease the term of office of Board members at any annual or special meeting, provided that: (i) the number of Directors shall be within the variable range of not less than three (3) nor more than five (5) members; (ii) the terms of at least one-third (1/3) of the persons on the Board shall expire annually; and (iii) no Board member or officer shall be elected for a term of more than two (2) years but Board members or officers may succeed themselves. Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt and as provided in the Declaration and/or in these Bylaws. Except as provided elsewhere in the Declaration or in these Bylaws, all Directors elected by the Members shall be Owners.

6.02 Annual Meetings: The Board shall hold an annual meeting of the Board within ten (10) days after each annual meeting of the Members, at such time and place as shall be fixed by

the Directors at the annual meeting of Members and no further notice to the Directors of their annual meeting shall be necessary.

6.03 Regular Meetings: In addition to its annual meeting, regular meetings of the Board shall be held at such time and place as a majority of the Board shall by resolution determine, provided that there shall be not less than one regular meeting each calendar quarter. Notice of such regular meetings of the Board shall be given to each Director personally, by mail or by telephone at least five (5) days prior to the meeting.

6.04 Special Meetings: Special meetings of the Board may be called by the President or a majority of the Directors. The person or persons authorized to call such special meetings of the Board may fix the place within Cook County, Illinois for holding any special meeting of the Board called by them.

6.05 Notice of Special Meetings: Notice of any special meeting of the Board shall be given at least three (3) days prior to any such meeting by personal delivery or by written notice delivered personally or by mail to each Director of his address as shown by the records of the Association. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid.

6.06 Waiver of Notice: Contents of Notice: Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice of such meeting, unless specifically required by law or by these Bylaws.

6.07 Informal Action: Any action required to, or which may be taken at a meeting of the Board may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all Directors entitled to vote with respect to the subject matter thereof. Any such signed consent shall have the same effect as a unanimous vote of the Directors.

6.8 Quorum: A majority of the Directors serving from time to time on the Board shall constitute a quorum for the election of officers and for the transaction of business at any meeting of the Board, provided that if less than a quorum is present a majority of the Directors present may adjourn the meeting from time to time without further notice.

6.9 Manner of Acting: Except as otherwise expressly provided by law or by the Declaration of these Bylaws, any action of the Directors may be taken upon the affirmative vote of a majority of the Directors at which a quorum is present.

6.10 Compensation: Reimbursement for Expenses: Directors shall receive no compensation for their services but shall be reimbursed for reasonable out-of-pocket expenses incurred in the course of the performance of his duties upon presentation of receipts or other appropriate evidence of such expense.

6.11 Removal or Resignation of Directors: Any Director elected by the Members may be removed from office, with or without cause, by the affirmative vote of at least two-thirds (2/3)

of the Voting Members at any annual meeting or at a special meeting called for such purpose. Any Director may resign at any time by submitting his written resignation to the Board. If a Director elected by the Members ceases to be a Member of the Association, he shall be deemed to have resigned as of the date of his membership ceased. A successor to fill the unexpired term of a Director elected by the Members who resigns or is removed may be elected by the Voting Members at any annual meeting or at any special meeting called for such purpose and any successor so elected shall serve the balance of his predecessor's term.

## ARTICLE 7
## POWERS AND DUTIES OF THE BOARD OF DIRECTORS

7.01 The Board shall have the obligations set forth herein and in the Declaration and shall have all the powers and duties granted and imposed upon it by the Illinois General Not-For-Profit Corporation Act, the Declaration and these Bylaws, including, without limiting the foregoing, the following:

a. By vote of a majority of the Board Members, and without approval of any of the Voting Members except as hereinafter set forth, to adopt and publish reasonable rules and regulations governing the use, operation and maintenance of the Development, subject to the terms of the Declaration, and to amend or modify any existing rules and regulations. Written notice of such rules and regulations and of any amendments or modifications thereof shall be given to all Owners. If, within thirty (30) days from the date of such written notice to the Lot Owners of the adoption of any such rule and regulation, or any such rule and regulation, or any amendment or modification thereof, the Voting Members having at least one-fourth (1/4) of the total votes shall file with the Board a written objection thereto then such rule and regulation shall be deemed rescinded until approved by the Voting Members having at least two-thirds (2/3) of the total votes.

b. To cause the Annual Budget to be prepared, each Lot Owner to be notified of the Annual Budget and any special assessments against his Lot and to collect the same all in accordance with and as more fully set forth in the Declaration.

c. To procure and maintain such insurance in such amounts and insuring against such risks as the Board deems desirable.

d. Subject to the provisions of the Declaration, to appoint or engage the services of a professional manager for the Association, and such other personnel and services, including accountants and attorneys, as the Board may, in its discretion, deem appropriate.

e. To provide for the maintenance, repair, replacements, improvements and additions of and to: (1) Outlot 1C (including the Common Road, adjacent sidewalks, curbs, landscaping, signage and lighting, but excluding the Lot 1B Garage Ramp); (2) any Development Signs (excluding any wayfinding identification signs located thereon identifying any specific Lot Owner or Permittee); (3) any Common Utility Facilities after initial construction thereof; and (4) the Traffic Signal.

i. To pay all Taxes and other costs and expenses incident to the ownership of Outlot 1C and all facilities and improvements thereon, when applicable.

j. To cause all officers or employees having fiscal responsibility to be bonded, as it may deem appropriate.

l. To exercise all other rights, powers, duties and authority vested in or delegated to the Board or the Association by the Illinois General Not-For-Profit Corporation Act, the Declaration, or these Bylaws, not expressly reserved to the Members.

## ARTICLE 8
## OFFICERS

8.01 Officers: The officers of the Association (the "**Officers**") shall be a president (the "**President**"), a secretary (the "**Secretary**"), a treasurer (the "**Treasurer**"), and such other officers as the Board may deem appropriate. All officers shall be elected at each annual meeting of the Board and shall hold office at the pleasure of the Board. Notwithstanding the foregoing, the initial officers shall be Richard F. Cavenaugh as President, Anthony Rodriguez as Secretary, and Jeffrey Krol as Treasurer. Officers shall serve for a term of no less than six months subject to Section 8.02 hereinbelow.

8.02 Vacancy of Office: Any officer may be removed at any meeting of the Board by the affirmative vote of the majority of the Directors in office, either with or without cause, and any vacancy in any office may be filled by the Board at any meeting thereof.

8.03 Powers of Officers: The respective officers of the Association shall have such powers and duties as are usually vested in such office of a not-for-profit corporation, including but not limited to the following:

a. The President shall be the Chief Executive Officer of the Association and shall preside at all meetings of the Members and of the Board;

b. The Secretary shall keep minutes of all meetings of the Members and of the Board and shall have custody of the Association Seal, all correspondence, and such other books, papers and documents as the Board may proscribe;

e. The Treasurer shall be responsible for Association funds and securities and for keeping full and accurate accounts of all receipts and disbursements in the Association books of account kept for such purpose.

8.04 Officer's Compensation: The officers shall receive no compensation for their services except as expressly provided by a resolution duly adopted by the Board.

## ARTICLE 9
## CONTRACTS, CHECKS, DEPOSITS AND FUNDS

10.01 Contracts: The Board may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these Bylaws, to enter into any contract or

execute and deliver any instrument in the name of and on behalf of the Association and such authority may be general or confined to specific instances.

10.02 Payments: All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association, and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board such instruments shall be signed by the Treasurer or President.

10.03 Bank Accounts: All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board may select.

10.04 Special Receipts: The Board may accept on behalf of the Association any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Association.

## ARTICLE 10
## FISCAL MANAGEMENT

11.01 Fiscal Year: The fiscal year of the Association shall begin on the first day of January each year, except that the first fiscal year shall begin at the date of incorporation and shall end on the last day of December of each year.

11.02 Financial Statements: On or before April 15th of each year following the initial meeting of Members, the Association shall furnish its Members with a statement of the income and disbursements of the Association for such fiscal year and such other information set forth in the Declaration. As provided in the Declaration, each Annual Budget shall be adopted and communicated to the Members by December 15th of the prior year.

11.03 Annual Assessments: The Board, in its sole discretion, shall determine the quarterly assessments subject to the terms, conditions and limitations set forth in the Declaration.

11.04 Special Assessments: In addition to the annual assessments authorized above, the Board may levy special assessments for the purpose of defraying, in whole or in part, the cost of constructing or purchasing a specified capital improvement upon or to Outlot 1C, and for the necessary fixtures and personal property related thereto, provided that, unless otherwise provided in the Bylaws, any such assessments which in one year exceed $25,000.00 shall first be approved by a majority of the Board and thereafter by a majority of the votes cast by Members at a general or special meeting duly called for that purpose or, in lieu of such member's meeting, by an instrument signed by the Members owning two-thirds (2/3) of the Lots. Special assessments levied hereunder shall be due and payable at such time or times and in such manner as shall be fixed by the Board, or, where applicable, as approved by the Members and shall be used only for the specific purpose for which such assessment was levied.

## ARTICLE 11
## BOOKS AND RECORDS

The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Members, Board and committees having any of the authority of the Board and shall keep at the registered or principal office a record giving the names and addresses of the Members. All books and records of the Association may be inspected by any Member, or his agent or attorney, for any proper purpose at any reasonable time.

## ARTICLE 12
## SEAL

The Board may provide for a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the Association.

## ARTICLE 13
## WAIVER OF NOTICE

Whenever any notice whatever is required to be given under the provisions of the Illinois General Not-For-Profit Corporation Act, the provisions of these Bylaws or the Declaration, a waiver in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

## ARTICLE 14
## AMENDMENTS

The Bylaws may be amended or modified at any time or from time to time at any meeting of the Board, by a majority of the Directors then serving on the Board, provided that no provision of these Bylaws shall conflict with the Declaration.

## EXHIBIT D

### Cost Share

### Cost Share without Future Lot 6

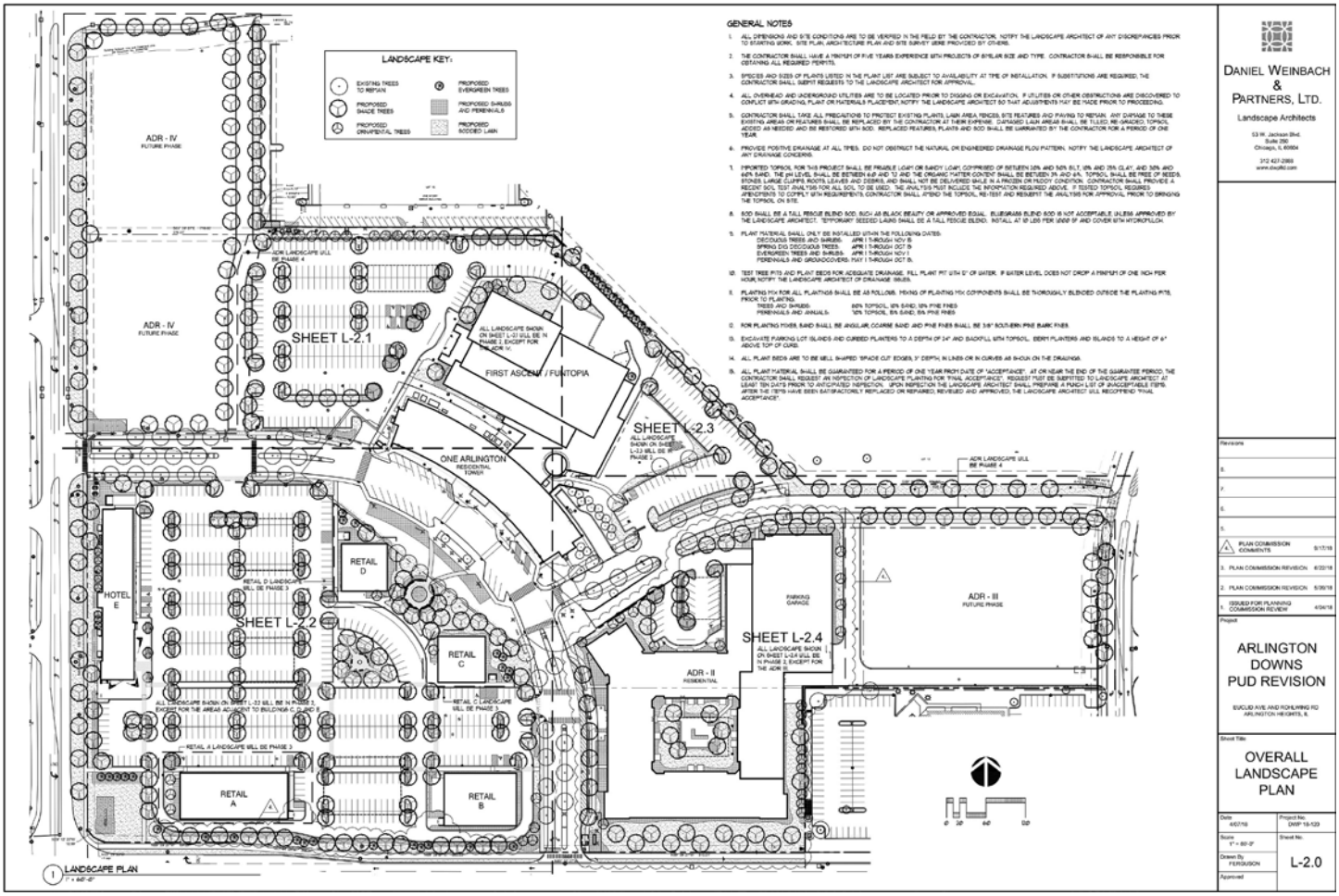
| Lot | Cost Share |
|---|---|
| Lot 1B | 20.68% |
| Lot 2A-1 | 0% |
| Lot 2A-2 | 25.72% |
| Lot 3A | 12.86% |
| Lot 4B | 7.57% |
| Lot 4C | 14.38% |
| Lot 5A | 18.79% |
| Total | 100% |

### Cost Share with Future Lot 6

| Lot | Cost Share |
|---|---|
| Lot 1B | 20.68% |
| Lot 2A-1 | 0% |
| Lot 3A | 12.86% |
| Lot 4B | 7.57% |
| Lot 4C | 14.38% |
| Lot 5A | 18.79% |
| Lot 6 | 25.72% |
| Total | 100% |

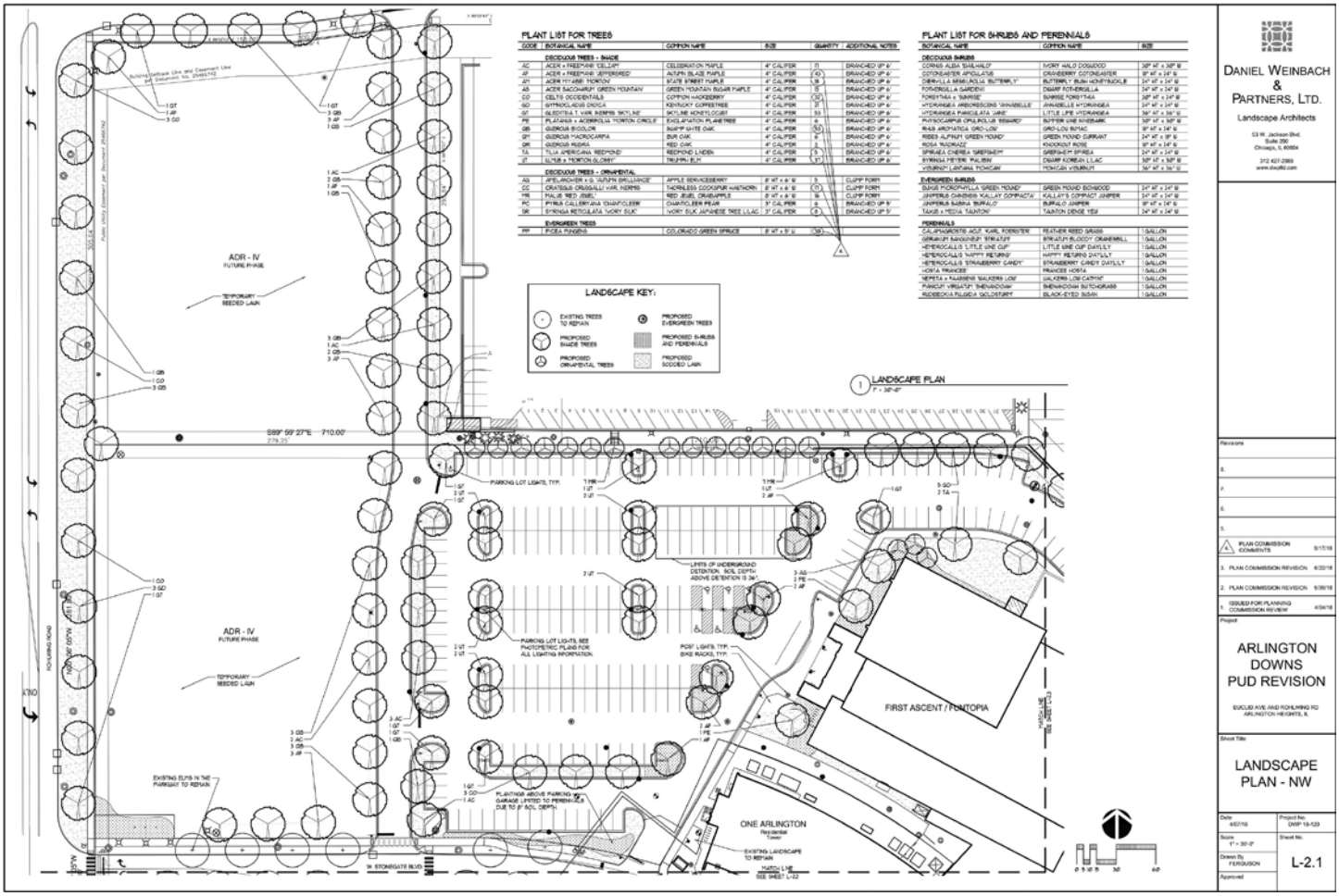
# EXHIBIT E

## Copy of Landscape Plan



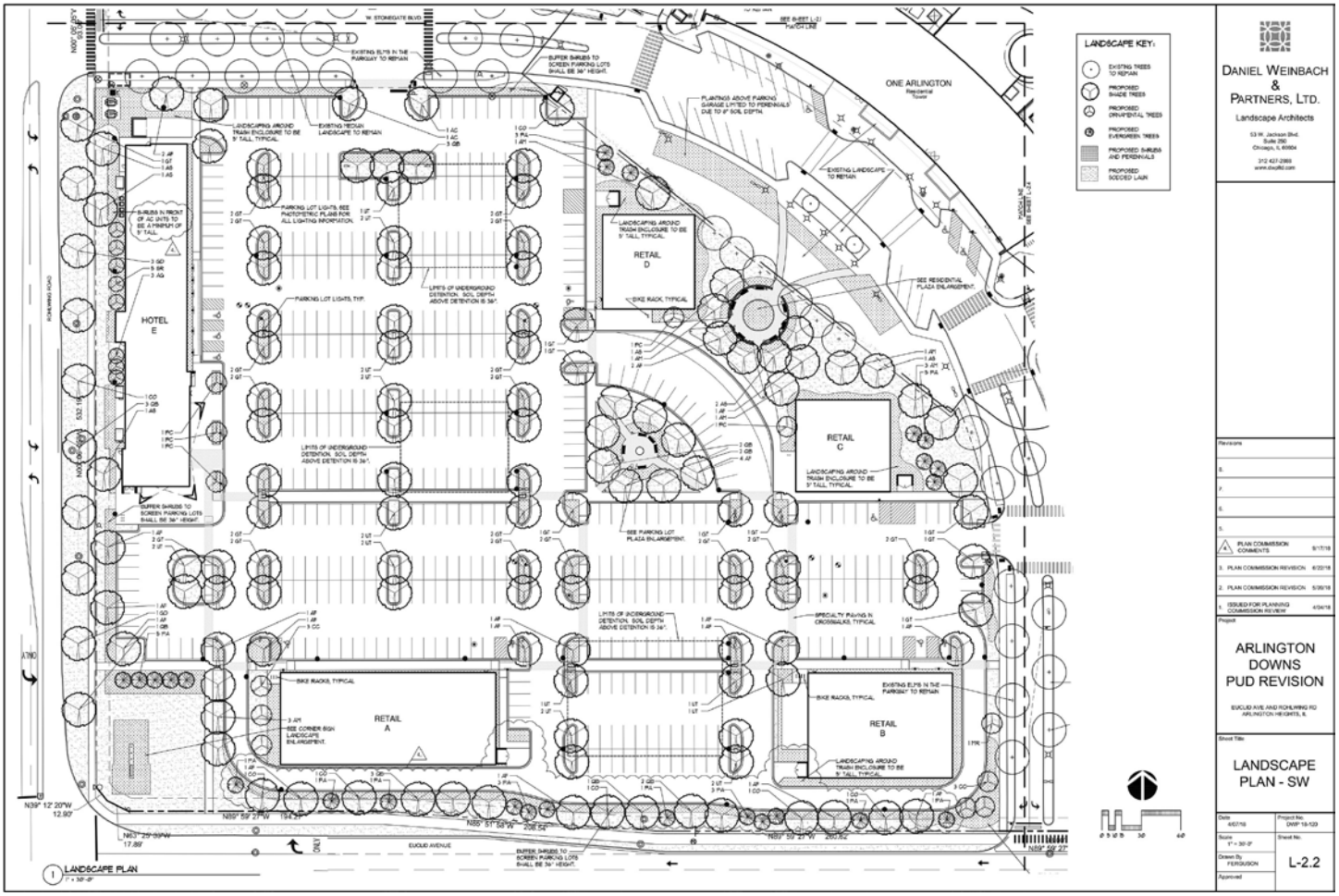
# EXHIBIT E

## Copy of Landscape Plan



# EXHIBIT E

## Copy of Landscape Plan



# EXHIBIT E

## Copy of Landscape Plan

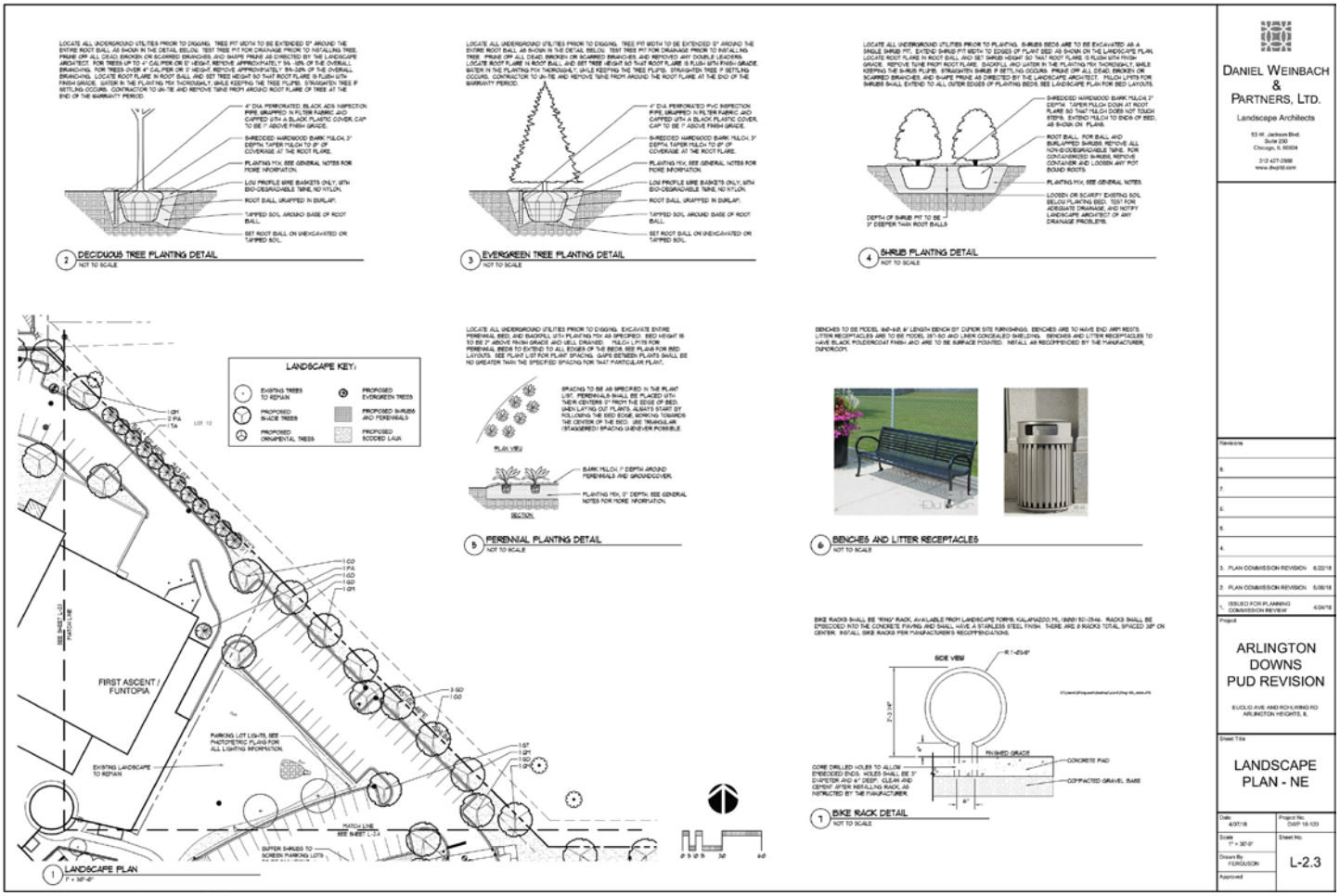
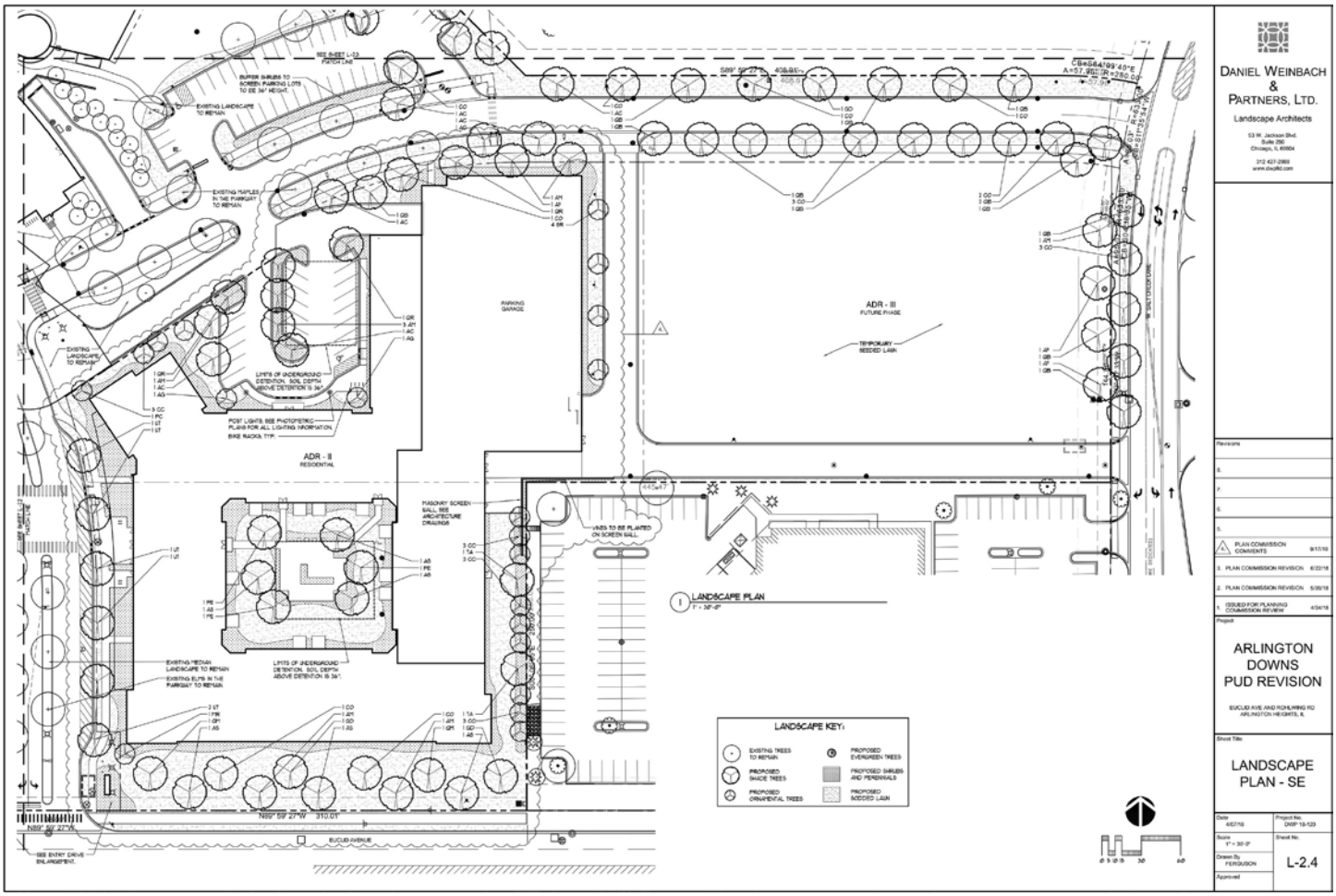
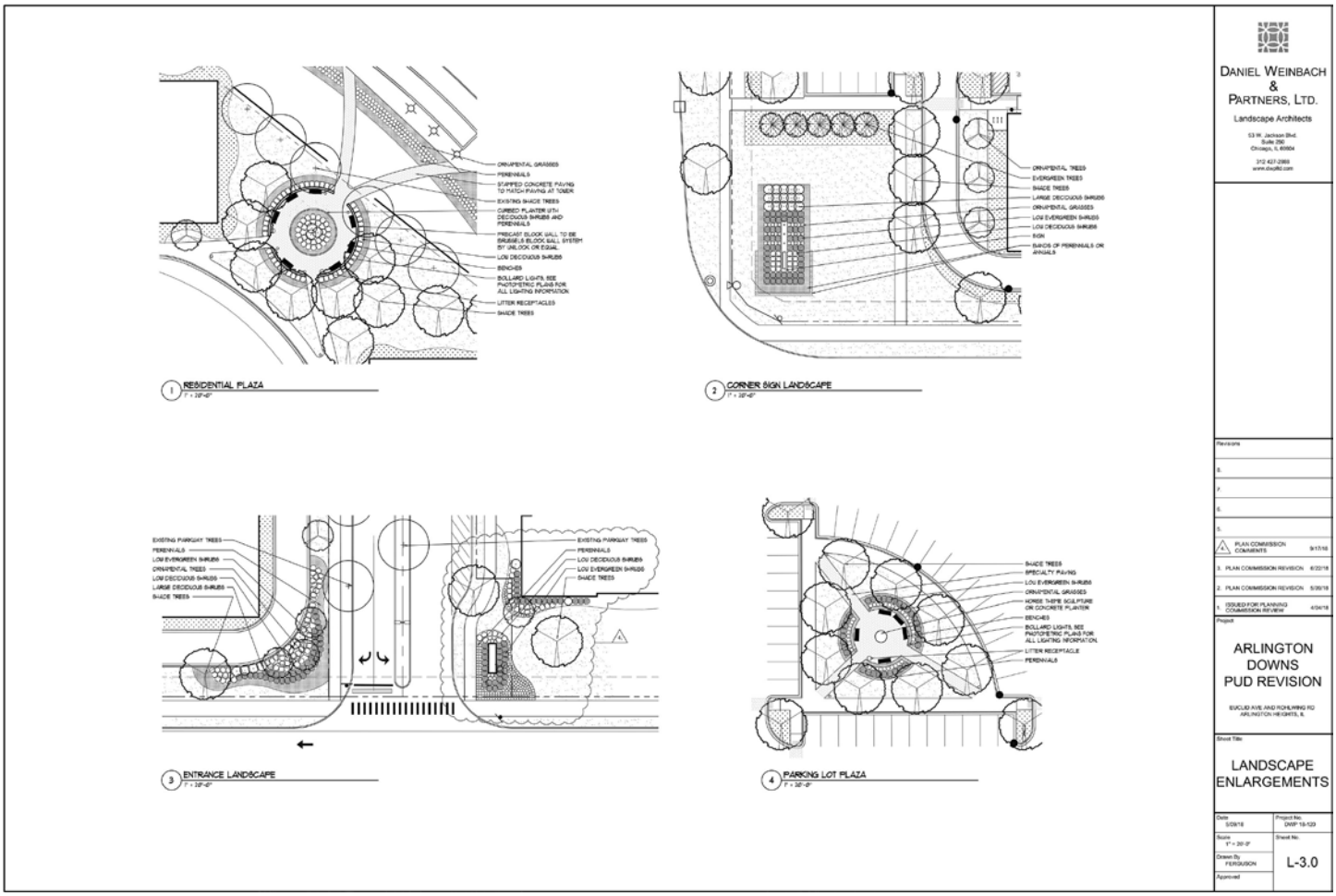


**EXHIBIT E**
**Copy of Landscape Plan**



# EXHIBIT E

## Copy of Landscape Plan



# EXHIBIT F-1

## Legal Description of Lot 1B Parking Garage

PARCEL 1:

THAT PART OF LOT 1A, LYING BELOW ELEVATION 729.00, IN ARLINGTON DOWNS TWO, BEING A RESUBDIVISION OF LOTS 1, 2 AND 4 IN ARLINGTON DOWNS, BEING A PLANNED UNIT DEVELOPMENT OF PART OF THE NORTHWEST 1/4 OF SECTION 25 AND PART OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID ARLINGTON DOWNS TWO, RECORDED OCTOBER 25, 2013 AS DOCUMENT 1329839038, BOUNDED AND DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF LOT 2A IN SAID ARLINGTON DOWNS TWO; THENCE SOUTH 00 DEGREES 06 MINUTES 05 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 2A, 281.80 FEET TO THE NORTHWEST CORNER OF LOT 1A; THENCE NORTH 89 DEGREES 53 MINUTES 55 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 1A, 60.00 FEET; THENCE SOUTH 00 DEGREES 06 MINUTES 05 SECONDS EAST, CONTINUING ALONG SAID LAST DESCRIBED NORTH LINE, 18.00 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 55 SECONDS EAST, CONTINUING ALONG SAID LAST DESCRIBED NORTH LINE, 229.81 FEET TO A POINT OF CURVATURE; THENCE EASTERLY CONTINUING ALONG SAID LAST DESCRIBED NORTH LINE, BEING A CURVED LINE, CONCAVE SOUTH, HAVING A RADIUS OF 472.50 FEET, AN ARC LENGTH OF 77.57 FEET (THE CHORD TO SAID CURVED LINE BEARS SOUTH 85 DEGREES 23 MINUTES 54 SECONDS EAST, 77.48 FEET) TO THE POINT OF BEGINNING OF THIS LEGAL DESCRIPTION; THENCE SOUTHEASTERLY ALONG A CURVED LINE CONCAVE SOUTHWEST AND HAVING A RADIUS OF 472.50 FEET, 273.27 FEET, (THE CHORD TO SAID CURVED LINE BEARS SOUTH 64 DEGREES 07 MINUTES 37 SECONDS EAST, 269.48 FEET) TO AN INTERSECTION WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 26 AFORESAID; THENCE SOUTH 00 DEGREES 21 MINUTES 59 SECONDS WEST, 167.86 FEET, ALONG SAID LAST DESCRIBED EAST LINE; THENCE NORTH 51 DEGREES 43 MINUTES 17 SECONDS WEST, 366.33 FEET; THENCE NORTH 38 DEGREES 16 MINUTES 43 SECONDS EAST, 74.54 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

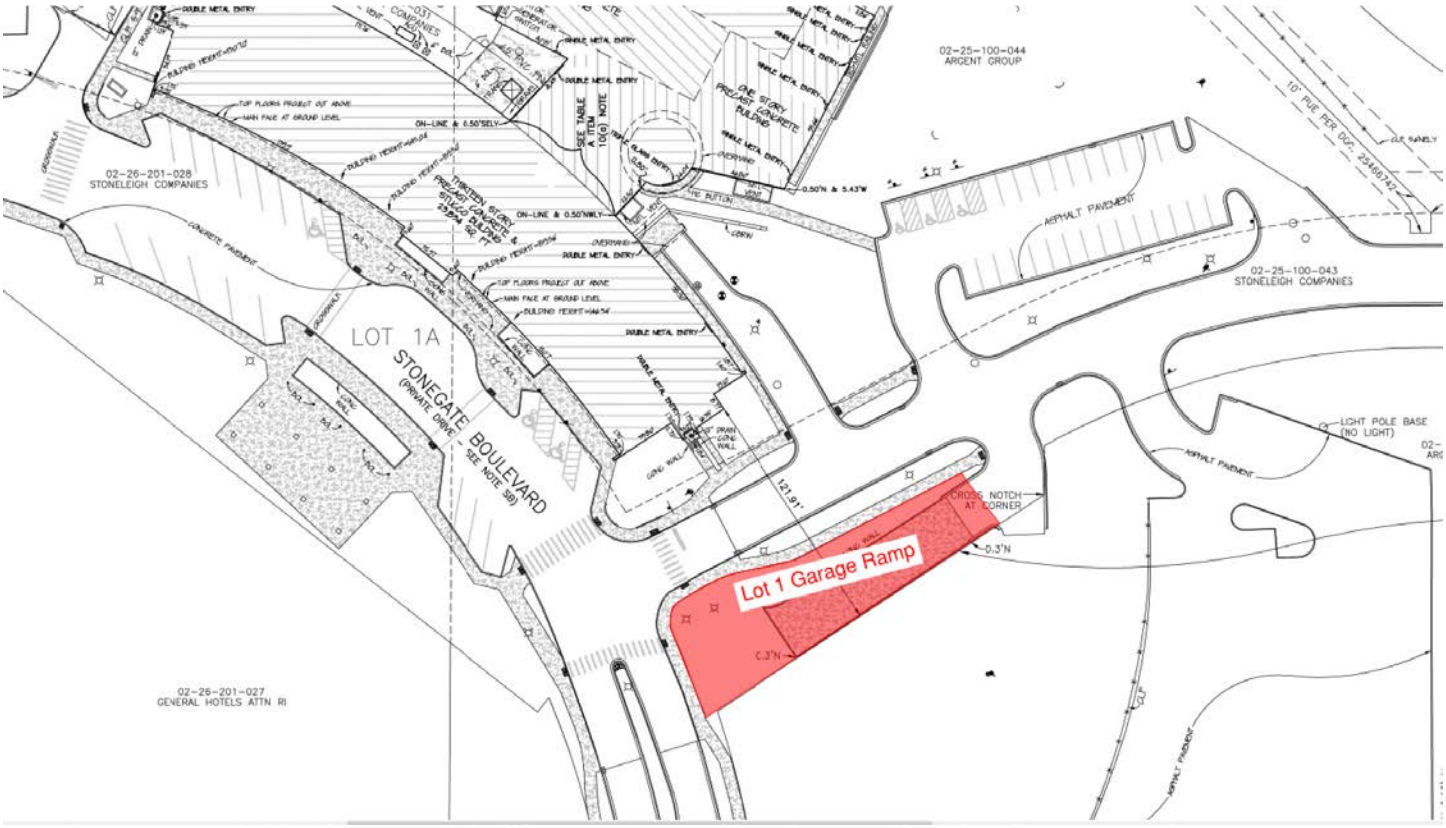
PARCEL 2:

THAT PART OF LOT 1A, LYING BELOW ELEVATION 729.00, IN ARLINGTON DOWNS TWO, BEING A RESUBDIVISION OF LOTS 1, 2 AND 4 IN ARLINGTON DOWNS, BEING A PLANNED UNIT DEVELOPMENT OF PART OF THE NORTHWEST 1/4 OF SECTION 25 AND PART OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID ARLINGTON DOWNS TWO, RECORDED OCTOBER 25, 2013 AS DOCUMENT 1329839038, BOUNDED AND DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF LOT 2A IN SAID ARLINGTON DOWNS TWO; THENCE SOUTH 00 DEGREES 06 MINUTES 05 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 2A, 281.80 FEET TO THE NORTHWEST CORNER OF LOT 1A; THENCE NORTH 89 DEGREES 53 MINUTES 55 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 1A, 60.00 FEET; THENCE SOUTH 00 DEGREES 06 MINUTES 05 SECONDS EAST, CONTINUING ALONG SAID LAST DESCRIBED NORTH LINE, 18.00 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 55 SECONDS EAST, CONTINUING ALONG SAID LAST DESCRIBED NORTH LINE, 229.81 FEET TO A POINT OF CURVATURE; THENCE EASTERLY CONTINUING ALONG SAID LAST DESCRIBED NORTH LINE, BEING A CURVED LINE, CONCAVE SOUTH, HAVING A RADIUS OF 472.50 FEET, AN ARC LENGTH OF 350.84 FEET (THE CHORD TO SAID CURVED LINE BEARS SOUTH 68 DEGREES 49 MINUTES 48 SECONDS EAST, 342.83 FEET) TO AN INTERSECTION

WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 26 AFORESAID, BEING ALSO THE POINT OF BEGINNING OF THIS LEGAL DESCRIPTION; THENCE SOUTHEASTERLY ALONG A CURVED LINE CONCAVE SOUTHWEST AND HAVING A RADIUS OF 472.50 FEET, 163.70 FEET, (THE CHORD TO SAID CURVED LINE BEARS SOUTH 37 DEGREES 38 MINUTES 01 SECONDS EAST, 162.88 FEET); THENCE SOUTH 38 DEGREES 16 MINUTES 43 SECONDS WEST, 92.79 FEET; THENCE NORTH 51 DEGREES 43 MINUTES 17 SECONDS WEST, 54.84 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 59 SECONDS EAST, 167.86 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

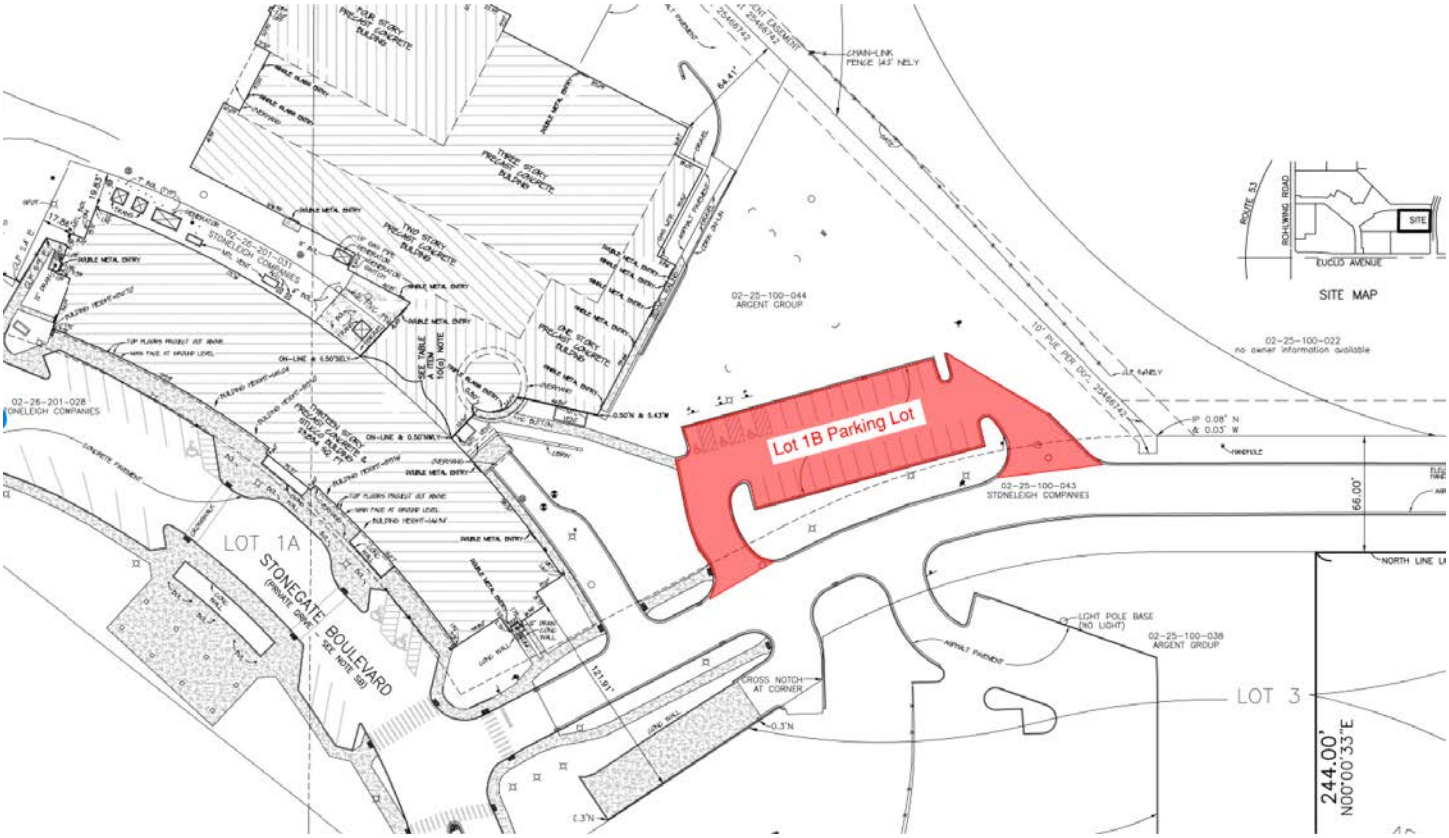
**EXHIBIT F-2**

**Depiction of Lot 1B Garage Ramp**



# EXHIBIT G

## Depiction of Lot 1B Parking Lot



# EXHIBIT H

## Voting Share

### Voting Share Without Future Lot 6

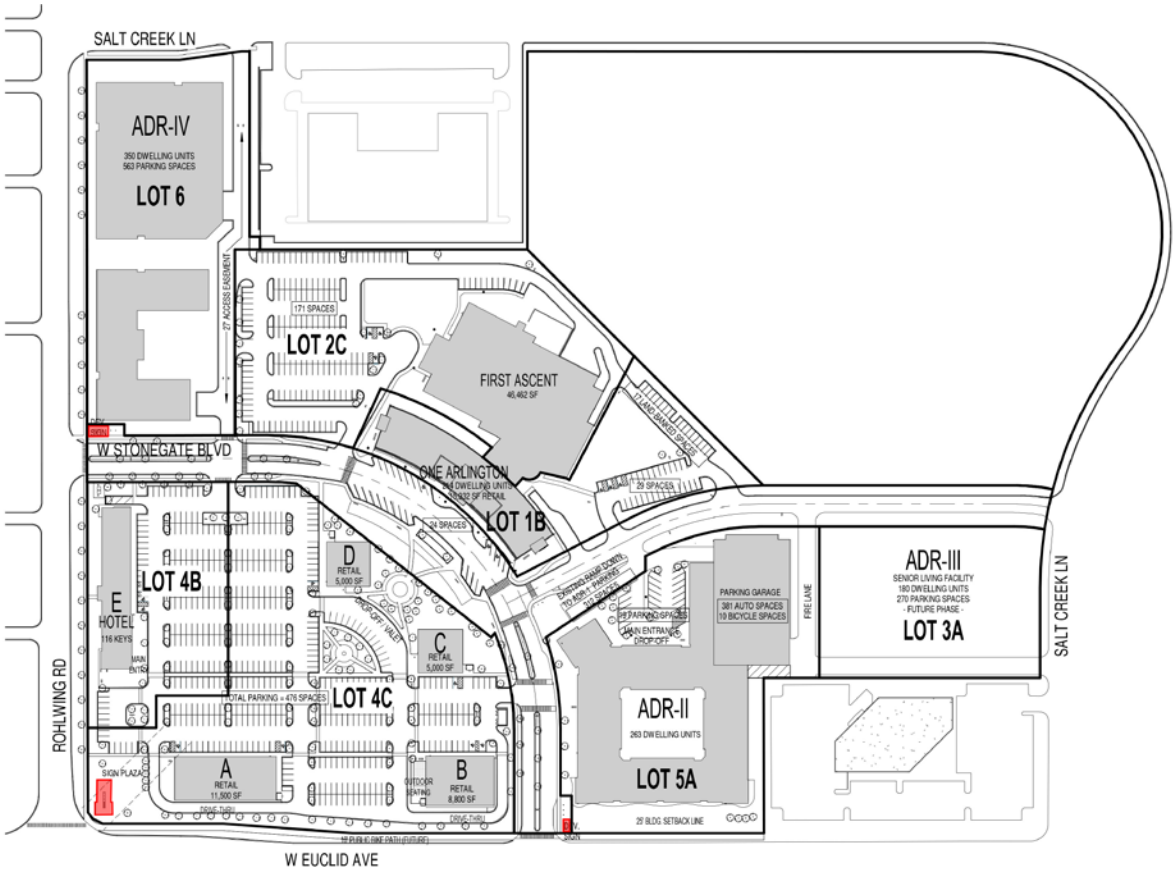
| Lot | Voting Share |
|---|---|
| Lot 1B | 20% |
| Lot 2A-2 | 10% |
| Lot 2A-1 | 10% |
| Lot 3A | 10% |
| Lot 4B | 10% |
| Lot 4C | 20% |
| Lot 5A | 20% |
| Total: | 100.00% |

### Voting Share With Future Lot 6

| Lot | Voting Share |
|---|---|
| Lot 1B | 20% |
| Lot 2A-1 | 10% |
| Lot 3A | 10% |
| Lot 4B | 10% |
| Lot 4C | 20% |
| Lot 5A | 20% |
| Lot 6 | 10% |
| Total: | 100.00% |

# EXHIBIT I

## Location of Development Signs




OKW Architects

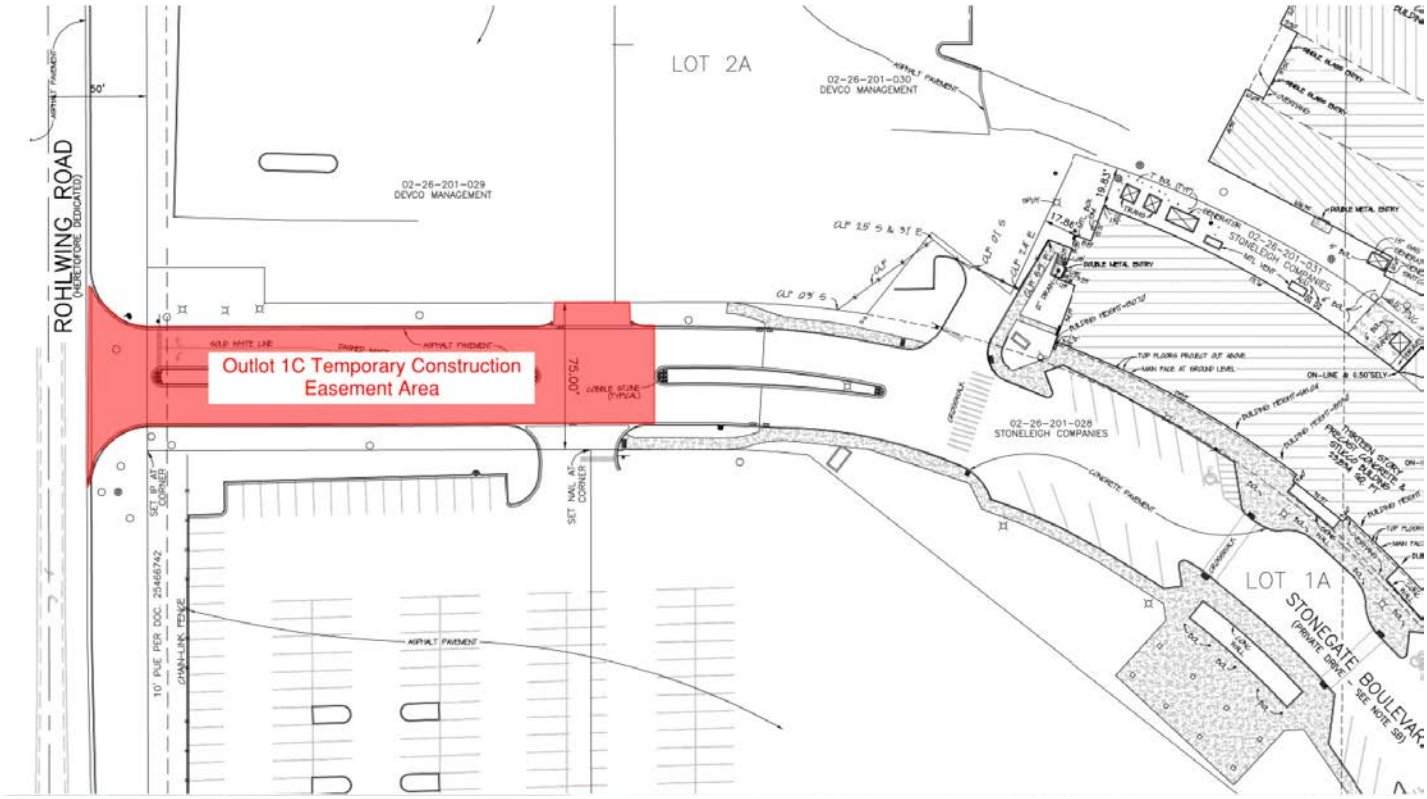
**OKW ARCHITECTS**
600 W. Jackson, Suite 250
Chicago, IL 60661

**MASTER SITE PLAN**
ARLINGTON DOWNS

10/22/2021 Project #: 16093

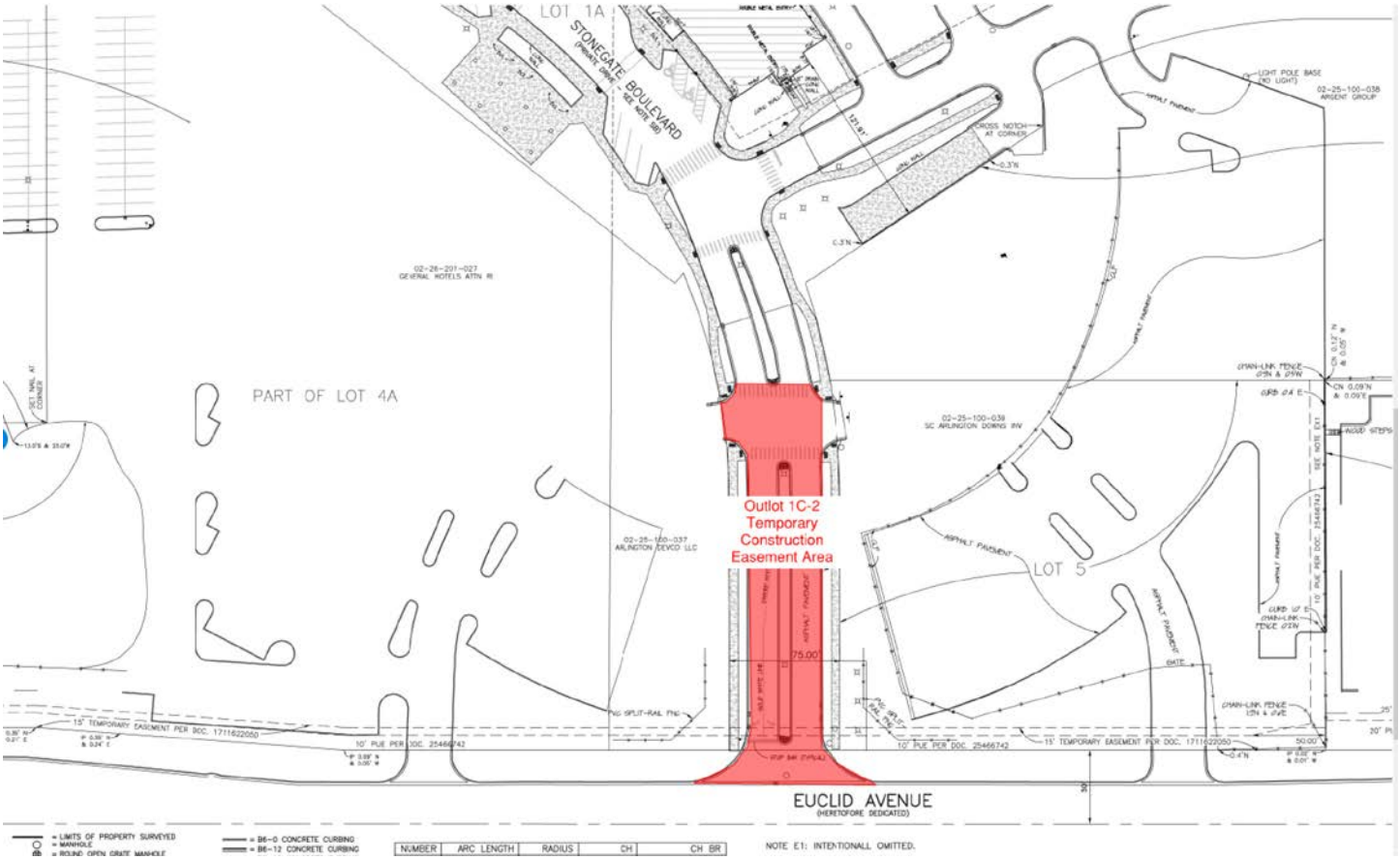
**EXHIBIT J-1**

**Depiction of Outlot 1C-1 Temporary Construction Easement Area**



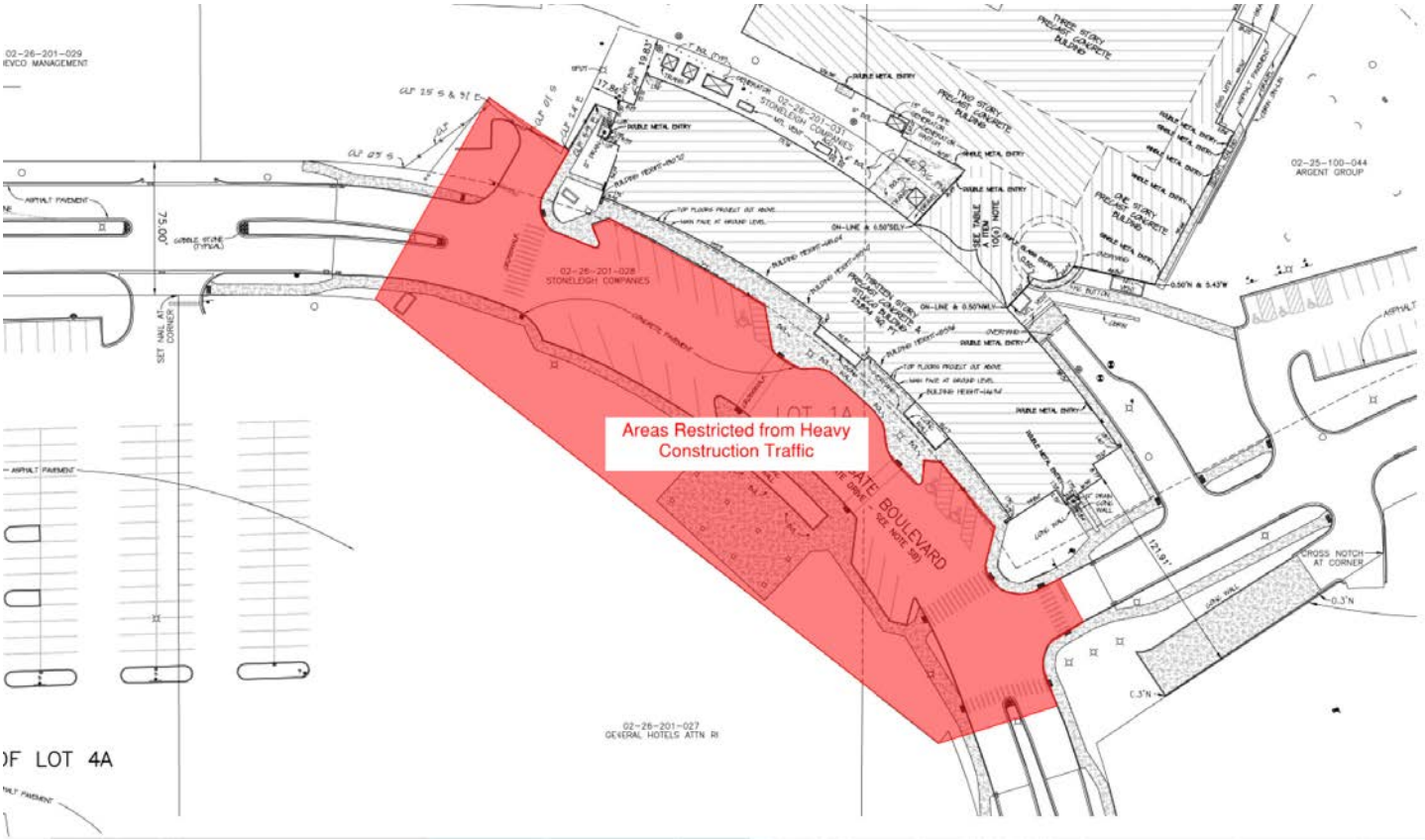
# EXHIBIT J-2

## Depiction of Outlot 1C-2 Temporary Construction Easement Area



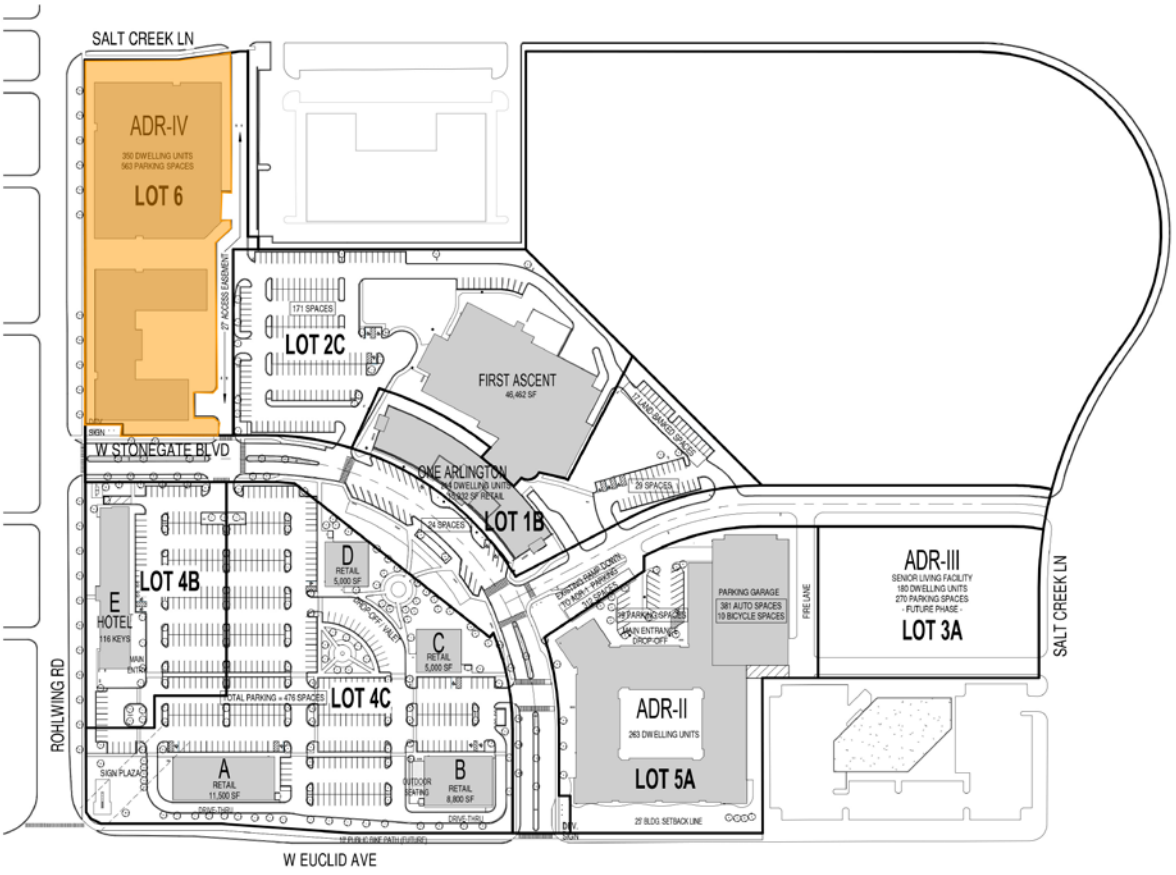
# EXHIBIT K

## Areas Restricted from Heavy Construction Traffic



# EXHIBIT L

## Depiction of Future Lot 6




OKW Architects

OKW ARCHITECTS
600 W. Jackson, Suite 250
Chicago, IL 60661

N

**MASTER SITE PLAN**
ARLINGTON DOWNS

10/22/2021 Project #: 16093

**CONSENT OF MORTGAGEE**
(LOT 1B)

WALKER DUNLOP, a Delaware limited liability company, as holder of a Multifamily Mortgage, Assignment of Rents and Security Agreement and Fixture Filing dated as of June 29, 2023 and recorded June 30, 2023 as Document No. 2318122033 (the "**Lot 1B Mortgage**"), hereby consents to the execution and recording of the Amended and Restated Declaration of Easements, Covenants and Restrictions (Arlington Downs) by Arlington Downs Residential, LLC, a Delaware limited liability company, and agrees that the Lot 1B Mortgage and the liens created thereunder are subject and subordinate thereto.

Dated: _____, 2023

**WALKER DUNLOP,**
a Delaware limited liability company

By: _____
Name: _____
Its: _____

STATE OF _____ )
) SS.
COUNTY OF _____ )

_____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____ being the _____ of WALKER DUNLOP, a limited liability company personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 2023.

_____
Notary Public

My Commission Expires: _____

**CONSENT OF MORTGAGEE**
(LOT 2A-2 AND LOT 16)

First Bank of Highland Park, an Illinois state chartered bank, as holder of a Mortgage, Security Agreement, Fixture Filing, and Assignment of Leases and Rents dated March 17, 2023 and recorded March 18, 2023 as Document No. 2207719007 (as the same may have been amended and/or assigned, the "**Lot 2A-2 and Lot 16 Mortgage**"), hereby consents to the execution and recording of the Amended and Restated Declaration of Easements, Covenants and Restrictions (Arlington Downs) by **SB ADR IV PROPERTY OWNER, LLC,** an Illinois limited liability company, and agrees that the Lot 2A-2 and Lot 16 Mortgage and the liens created thereunder are subject and subordinate thereto.

Dated: _____ ___, 2023

**FIRST BANK OF HIGHLAND PARK,**
an Illinois state chartered bank

By: _____
Name: _____
Its: _____

STATE OF ILLINOIS )
) SS.
COUNTY OF _____ )

_____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____ being the _____ of First Bank of Highland Park, an Illinois state chartered bank, personally known to me to be the same person whose name is subscribed to the foregoing instrument, 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 company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 2023.

_____
Notary Public

My Commission Expires: _____

**CONSENT OF MORTGAGEE**
(LOT 2A-1)

Citibank, N.A., as holder of a Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated effective as of December 1, 2020 and recorded January 8, 2021 as Document No. 2100834059 (as the same may have been amended and/or assigned, the "**Lot 2A-1 Mortgage**"), hereby consents to the execution and recording of the Amended and Restated Declaration of Easements, Covenants and Restrictions (Arlington Downs) by STORE Master Funding XVI, LLC, a Delaware limited liability company, and agrees that the Lot 2A-1 Mortgage and the liens created thereunder are subject and subordinate thereto.

Dated: _____, 2023

**CITIBANK, N.A.**

By: STORE Capital LLC, a Delaware limited liability company, formerly known as STORE Capital Corporation, a Maryland corporation, its attorney-in-fact pursuant to the Limited Power of Attorney from Citibank, N.A. dated February 3, 2023.

By: _____
Name: _____
Its: _____

STATE OF ARIZONA )
) SS.
COUNTY OF MARICOPA )

_____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____ being the _____ of STORE Capital, LLC, a Delaware limited liability company, formerly known as STORE Capital Corporation, a Maryland corporation, as attorney-in-fact pursuant to the Limited Power of Attorney from Citibank, N.A. dated February 3, 2023, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 2023.

_____
Notary Public

My Commission Expires: _____

**CONSENT OF MORTGAGEE**
(LOT 3A)

Signature Bank, an Illinois state chartered commercial bank, as holder of a Mortgage dated September 13, 2019 and recorded September 19, 2019, as Document No. 1926206019 (as the same may have been amended and/or assigned, the "**Lot 3A Mortgage**"), hereby consents to the execution and recording of the Amended and Restated Declaration of Easements, Covenants and Restrictions (Arlington Downs) by SB AD Residential II, LLC, a Delaware limited liability company, and agrees that the Lot 3A Mortgage and the liens created thereunder are subject and subordinate thereto.

Dated: _____ ___, 2023

**SIGNATURE BANK**,
an Illinois state chartered commercial bank

By: _____
Name: _____
Its: _____

STATE OF ILLINOIS )
) SS.
COUNTY OF COOK )

_____ , a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____ being the _____ of Signature Bank, an Illinois state chartered commercial bank, personally known to me to be the same person whose name is subscribed to the foregoing instrument, 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 company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this ___ day of _____, 2023.

_____
Notary Public

My Commission Expires: _____

**CONSENT OF MORTGAGEE**
(LOT 5A)

TPG RE FINANCE 11, LTD. an exempted company incorporated with limited liability under the laws of the Cayman Islands, as holder of Mortgage and Security Agreement dated November 30, 2021 and recorded December 2, 2021 as Document No. 2133628025 (the "**Lot 5A Mortgage**"), and agrees that the Lot 5A Mortgage and the liens created thereunder are subject and subordinate thereto.

Dated: _____, 2023

TPG RE FINANCE 11, LTD. an exempted company incorporated with limited liability under the laws of the Cayman Islands

By: _____
Name: _____
Its: _____

_____ )
) SS.
_____ _____ )

_____, a _____ in and for said _____, in the _____ aforesaid, do hereby certify that _____ being the _____ of TPG RE FINANCE 11, LTD. an exempted company incorporated with limited liability under the laws of the Cayman Islands, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.

GIVEN under my hand and Seal this _____ day of _____, 2023.

_____
Notary Public

My Commission Expires: _____

EXHIBIT C

LEGAL DESCRIPTION OF THE ARLINGTON DOWNS PLANNED UNIT DEVLEOPMENT

Lots 1A and 2A in Arlington Downs Two, being a resubdivision of lots 1, 2 and 4 in Arlington Downs subdivision, being part of the northwest ¼ of Section 25 and part of the northeast ¼ of Section 26, Township 42 North, Range 10, East of the Third Principal Meridian, according to the Plat of said Arlington Downs Two, recorded October 25, 2013 as Document 1329839038, in Cook County, Illinois, and;

Lots 3A and 5A in Arlington Downs Three, being a resubdivision of lots 3 and 5 in Arlington Downs subdivision, being part of the northwest ¼ of Section 25 and part of the northeast ¼ of Section 26, Township 42 North, Range 10, East of the Third Principal Meridian, according to the Plat of said Arlington Downs Three, Recorded July 15, 2019 as Document 1919616066, in Cook County, Illinois, and;

Lot 16 in Arlington Park Office Centre, (except that part of Lot 16 lying easterly of the following described courses: Beginning on the north line of Lot 16, 92.74 feet westerly of the northeast corner of Lot 16; thence south 00 degrees 05 minutes 27 seconds east a distance of 295.84 feet to a point of curvature to the left having a radius of 3.00 feet; thence along the arc of a curve a distance of 4.70 feet to a point of tangency; thence south 89 degrees 53 minutes 23 seconds east a distance of 12.89 feet; thence south 00 degrees 07 minutes 17 seconds west a distance of 20.66 feet to a point of ending on the south line of said Lot 16, a distance of 75.75 feet westerly of the southeast corner of said Lot 16) being a subdivision of part of the Northwest ¼ of Section 25, and part of the Northeast ¼ of Section 26, Township 42 North, range 10, East of the Third Principal Meridian, according to the Plat thereof recorded on May 22, 1980, Document Number 25466742, in Cook County, Illinois.

Commonly known as: 3555 W. Salt Creek Lane, 3031 W. Salt Creek Lane, 3400 W, Stonegate Boulevard, 603-607 N. Rohlwing Road, 701 N. Rohlwing Road, 3460-3514 W. Euclid Avenue, and 3401 W. Payton Place, all in Arlington Heights, Illinois.

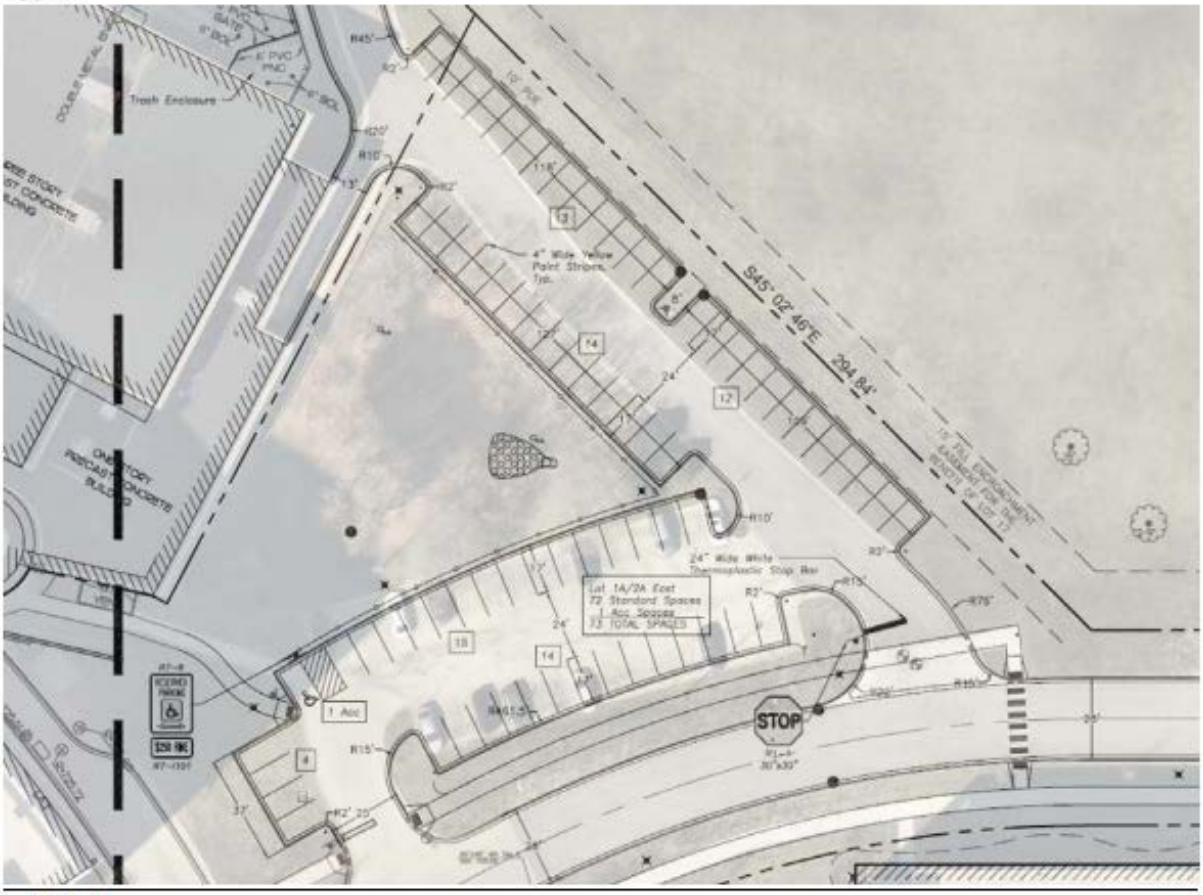
PINs: 02-25-100-044
02-25-100-048
02-25-100-049
02-25-100-047
02-25-100-036
02-25-100-046
02-25-100-045
02-26-201-034
02-26-201-035
02-26-201-031
02-26-201-030
02-26-201-032
02-26-201-033
02-26-201-029
02-26-201-023

EXHIBIT D

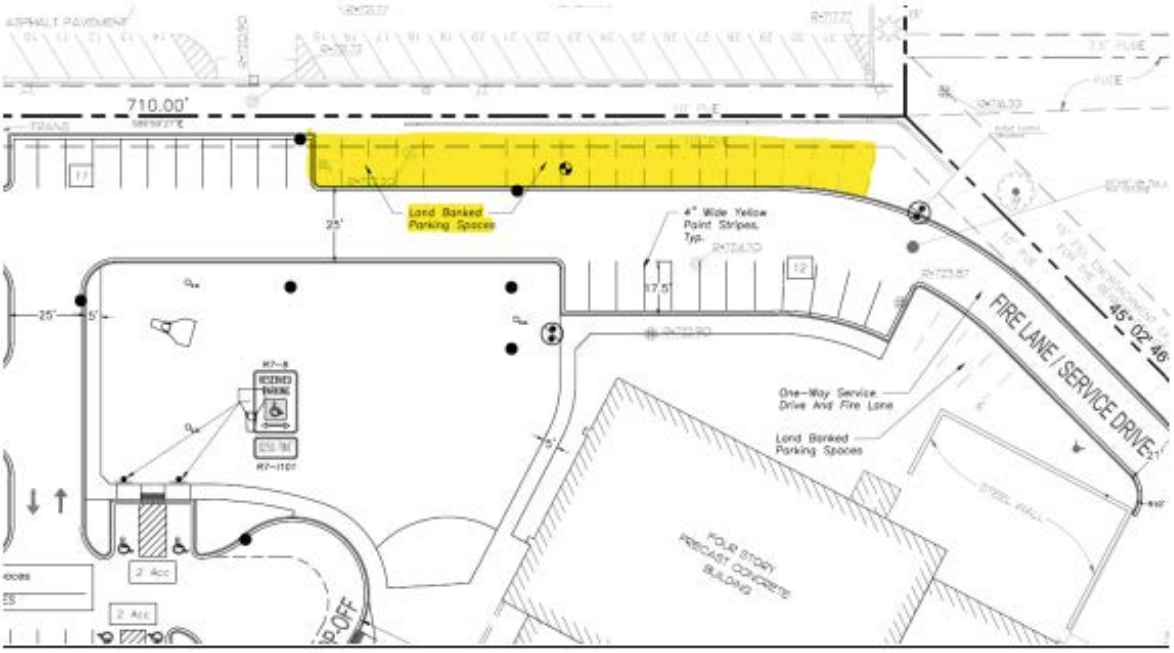
LAND-BANKED PARKING AREAS

(attached)

Lot 1B




Lot 2A-1



**Village Board**
**10/16/2023**

**Item:** Consideration for Creation of a New Liquor Classification for Limited On-Premise Consumption

**Department**: Village Manager's Office

**Background**
Village staff were recently approached by an entrepreneur seeking to open a package liquor and cocktail kit supply store "Cocktail Boutique" in Arlington Heights. Their business model envisions an upscale boutique providing all the ingredients needed to host an at-home cocktail party in the form of packaged products. Additionally, the store wants to regularly host ticketed cocktail mixology classes to educate and broaden their attendees' comfort level of at-home cocktail preparation. It is anticipated that classes could feature up to three signature alcoholic drinks, as well as the potential for non-alcoholic cocktails, or "mocktails", for consumption during the class. Their pricing strategy is to make the classes accessible to as many people as possible but expect to charge a minimum of $50 per class. Premium classes would cost more and light food may be served as part of the class. Finally, at this time, the business would not serve made-to-order alcoholic drinks (i.e., bar service) outside of the signature drinks during ticketed classes but the owner did express an interest in potentially having the opportunity to allow on-premise consumption.

Under the current Arlington Heights Liquor Code, businesses serving alcohol for onsite consumption must also have a kitchen to provide food service and have at least 25 seats at tables available for patrons, among other requirements. While this Cocktail Boutique would meet the requirements to obtain a Class B or BB liquor license to sell packaged liquor, it does not plan on providing kitchen service or having 25 seats at tables which means it cannot obtain a liquor license for onsite alcohol consumption during the ticketed classes. A new liquor code amendment will need to be approved by the Village Board in order to allowing this new business concept the ability to open their business in Arlington Heights.

As part of this request, staff reached out to existing business owner Robert Owings of Vintages Wine - A Fine Wine Merchant located in downtown Arlington Heights. Several years ago, Mr. Owings expressed interest in being able to offer limited on-premise consumption for educational classes or events for those that wanted to learn more about wine or champagne. While tasting samples are

currently permitted, the economics doesn't typically work out to open full bottles of wine for a few people who can have limited sampling. Similarly, the economics wouldn't work for a cocktail establishment to prepare all the ingredients necessary for a specialty cocktail drink that can only be sampled.

Mr. Owings also shared that as a small business he would gain other benefits from possessing an additional on-premise license which includes access to a number of wines that are not otherwise available to them and they would get slightly better pricing which would make them a stronger and more profitable business.

**Options to Consider**

In the past, the Village Board granted supplemental liquor licenses to businesses in unique situations and has created new liquor classifications. Village staff is supportive of creating a new liquor license classification or supplemental license for Class B & BB licenses. If a majority of the Village Board is agreeable to creating a new classification, potential requirements/restrictions may include:

- onsite alcohol consumption must exclusively take place as part of a ticketed class;
- the number of alcoholic drinks an individual may consume during a class is limited to up to 3 drinks;
- the number of classes an individual can attend per day is limited to one;
- limit to the length of classes and/or business hours;
- classes must be taught by Basset-certified instructors;
- light food/appetizers must be available during all classes;
- the price of ticketed classes must be above a certain dollar amount;
- where appropriate, classes must occur in a semi-private space that is clearly defined as separate from regular shopping spaces

It is understood that the Village Board may be interested in applying other requirements/restrictions.

If a supplemental liquor license is created for Class B or BB liquor license holders, potentially other businesses that fall into this category would be eligible to offer limited on-premise consumption. This includes grocery stores, convenience and liquor stores, and other businesses that sell packaged alcoholic beverages.

**Next Steps**

Staff is looking for direction from the Board as to whether or not there is a consensus to modify the liquor code to create a new liquor classification to allow limited on-premise consumption for establishments that provide package sales of alcoholic beverages. If a Village Board recommendation is made then staff will prepare an ordinance for the Board's consideration at a future Village Board Meeting.