



AGENDA
PLAN COMMISSION
Board Room, 3rd Floor
Arlington Heights Village Hall, 33 S. Arlington Heights Rd.
Arlington Heights IL 60005
July 22, 2026
7:30 PM

- I. CALL TO ORDER
 - II. ROLL CALL OF MEMBERS
 - III. APPROVAL OF MINUTES
 - A. Minutes 7-8-26
 - IV. PUBLIC HEARINGS
 - A. 950 E. Rand Road - Consumers Credit Union - PC#26-007, Preliminary/Final Plat of Subdivision, Variations
 - V. OTHER BUSINESS
 - A. 2027 Plan Commission Budget
 - VI. PUBLIC COMMENT
- Anyone wishing to speak on a subject not on the Agenda may speak at this time. Please limit your comments to three minutes.
- VII. UPDATE ON PREVIOUS PLAN COMMISSION CASES
 - VIII. ADJOURNMENT

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PLAN

REPORT OF THE PROCEEDINGS OF A PUBLIC HEARING
 BEFORE THE VILLAGE OF ARLINGTON HEIGHTS
 PLAN COMMISSION

COMMISSION

RE: 375 EAST RAND ROAD - PEP BOYS SITE REDEVELOPMENT - PC #25-022
 REZONING, PUD, SPECIAL USES, 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 8th day of July, 2026 at the hour of 7:30 p.m.

MEMBERS PRESENT:

JAY CHERWIN, Chairperson
 KRISTEN SCHURTZ
 JOE LORENZINI
 BRUCE GREEN
 TERRY ENNES
 JOHN SIGALOS

ALSO PRESENT:

DAN OSOBA, Planner II
 RACHEL HITZEMANN, Planner II
 CONNOR ROCKHILL, Planner I
 NOAH ACER, Intern

(Gavel banged.)

CHAIRPERSON CHERWIN: We'll go ahead and get started. We'll do a call to order and we'll rise for the Pledge of Allegiance, please.

(Pledge of Allegiance recited.)

CHAIRPERSON CHERWIN: All right, thank you.

We'll ask, I guess, next as far as Staff, to do a roll call please.

MS. HITZEMANN: Yes.

Commissioner Dawson.

(No response.)

MS. HITZEMANN: Commissioner Drost.

(No response.)

MS. HITZEMANN: Commissioner Ennes.

COMMISSIONER ENNES: Here.

MS. HITZEMANN: Commissioner Green.

COMMISSIONER GREEN: Here.

MS. HITZEMANN: Commissioner Lorenzini.

COMMISSIONER LORENZINI: Here.

MS. HITZEMANN: Commissioner Petermann.

(No response.)

MS. HITZEMANN: Commissioner Schurtz.

COMMISSIONER SCHURTZ: Here.

MS. HITZEMANN: Commissioner Sigalos.

COMMISSIONER SIGALOS: Here.

MS. HITZEMANN: Chairman Cherwin.

CHAIRPERSON CHERWIN: Here.

All right, we'll note that we have a quorum, thank you. I think, let's see, we have the approval of minutes from 6/24/26.

Is there a motion?

COMMISSIONER GREEN: I'll make a motion for approval.

COMMISSIONER ENNES: I'll second that.

CHAIRPERSON CHERWIN: All right, all in favor?

(Chorus of ayes.)

CHAIRPERSON CHERWIN: Any noes?

(No response.)

CHAIRPERSON CHERWIN: Okay, I'll abstain. I wasn't at that meeting.

Motion passes, thank you.

All right, so the next item on the agenda, the only public hearing we have is for 375 East Rand Road, Pep Boys Site Redevelopment, PC #25-022.

Dan, are you handling this one?

MR. OSOBA: Yes.

CHAIRPERSON CHERWIN: Have all the notices been given on this one?

MR. OSOBA: Yes, they have.

CHAIRPERSON CHERWIN: Very cool, thank you.

All right, well, we'll ask the Petitioner group to come up. If you're going to be speaking, you can step up to the podium. Even if you're not speaking right away, I'll have you step up, state your name, and we'll take a little oath. You don't have to state your

name, just take an oath and then you can, as you speak, we'll just do the oath all at once. If you guys want to come up all at once? Then I will just ask you to raise your right hand.

(Witnesses sworn.)

CHAIRPERSON CHERWIN: All right, thank you. Okay, well, you guys can go in however sequence you want. Just before you start speaking, I'd ask you to introduce yourself by name please. Do you want to get started?

MR. BELL: Yes. Sorry, I thought --

CHAIRPERSON CHERWIN: No, that's okay. No, we can start with the Petitioner, and then when you guys are done with your presentation, we'll go to the Staff.

MR. BELL: Got it. Okay, I thought, I got --

CHAIRPERSON CHERWIN: Yes, no problem. Don't worry about it. Just go ahead and introduce yourself, please.

MR. BELL: Yes, my name is Adam Bell. I'm with Core Acquisitions; the project developer.

MR. PURCELL: My name is Mike Purcell, as many of you know, it's been a minute. Nice to see you all, and I am the Attorney for the developer.

CHAIRPERSON CHERWIN: Good to see you. And your colleague here?

MS. LAHTI: And I'm Allie Lahti; I'm with Dutch Bros Coffee as the business coach.

CHAIRPERSON CHERWIN: All right, very good. Thank you all.

So, I'm just going to ask you my first question before you get started with your presentation. There's a Staff report that goes along with your petition that Staff prepared. There a number of conditions in that Staff report.

Have you guys reviewed those and are you in agreement with those?

MR. BELL: I have reviewed those and I agree with them.

CHAIRPERSON CHERWIN: Okay. All right, thank you. So, go ahead. Once you get started, we can see everything right here on our screen that you can see up there.

MR. BELL: Great. Again, yes, my name is Adam Bell; I'm with Core Acquisitions. We were brought in to this project in October of 2024. We officially closed on the site with our partner in March of 2025. So, we've been hard at work at this for nearly a year and a half now, almost two years really. You know, one of the things that we saw, because I know that this project has kind of been bouncing around the municipality for the better part of three to four years, and one of the things that we've noticed is that every time a new tenant comes in or, you know, a new idea pops up, the site plan changed, and there is just never a cohesive vision for what this property could be.

Right around the time we started working on this project, we became the preferred developers for Dutch Bros Coffee, which is an exciting and expanding coffee chain out of the West Coast. We've now built, delivered three of them, we're under construction on three more, and we're starting construction on a couple more this summer and have a backlog of a pipeline with them of probably another 10. So, a very familiar group that we've worked with and can speak to the brand quite a bit. As we mentioned, we have Allie here who can speak to it more and we'll get into that I'm sure.

But, you know, with this project, you know, we wanted to find a way to make this work for Dutch Bros because we felt like it would be an excellent fit in the community. At the time, there was a signed lease with Wendy's which was kind of a lead-off tenant for us as well, and then there was the former Pep Boys building. Our philosophy with the Pep Boys

building, after we had walked through it multiple times, is that the bones of the structure were in great shape, but the building was too large, there was, you know, these automotive bays. But the reuse of the building was actually quite feasible just based off of the existing construction conditions.

So, you know, we put together a couple of plans for leasing to figure out the best way to reutilize that building. What we landed on for various reasons was working with the bank for the endcap drive-through just because it's not a high-use drive-through and there is not a stacking concern with drive-throughs. It's got two lanes, you know, there's never going to be a backlog there, and it's a great, you know, group with National Bank that has a strong presence in the Chicago market. So, we kind of leaned in to working through this retrofit where we would tear down the eastern portion of the building and the southern portion of the building while renovating the western and northern portions of that Pep Boys building.

So, what we landed on was a five-tenant strip where currently, we've currently signed leases with three of those spaces:

The southern endcap, as I've mentioned, with National Bank.

The northern endcap which is Paris Baguette, which is a franchise group that's got multiple Paris Baguette locations, I think notably one in Glen Ellyn that's got a gorgeous look to it. Paris Baguette actually I think has a couple of thousand locations, mainly in South Korea, but they're coming in to the United States pretty heavily and I think they've got an excellent, you know, product line of pastries and breakfast sandwiches and things along those lines.

Then we have Menchie's signed as well which is a frozen yogurt dessert shop. We actually worked with Menchie's in Crystal Lake and they just opened up to I think one of their biggest corporate openings ever. So, you know, I think it's safe to say that the suburban market is pretty excited about the froyo concept.

Then we all, at least with the two middle spaces, it's kind of fluctuating a little bit but we are getting close to execution with JETSET Pilates, and then there's another sandwich shop we're looking at and some other retailers. But we feel like with the initial three leases that we have signed, we're in a pretty comfortable position to move that building forward and begin construction on that, you know, so then we can get through the approval process.

So, the overall, you know, former Pep Boys building, we took it through the Design Review Committee. I think, you know, everybody was pretty excited about our elevation design. I think they were pretty excited about the look of the building and, you know, I think we're bringing in some great users. So, that's kind of the plan for the former Pep Boys.

As it relates to the Dutch Bros, you know, Dutch Bros, we have a large stacking queue for the Dutch. It's their freestanding building model. This is one of three markets where we're doing their, what we call their above and beyond prototypes. So, we're doing, you know, an all-brick facade with their blue paneling. You know, most of their locations that we do right now are either like a metal wall panel or it's, you know, an EIFS and some Nichiha. This, we're going with a much more elevated brick design. So, that's kind of the intent for the Dutch Bros.

Then, for the Wendy's pad, you know, unfortunately, I'm sure you all have seen the news with Wendy's, but they're shutting down quite a few locations. Their, you know, franchisees are not doing overly well, store performance is down. You know,

unfortunately, just with the time it's taken to get here and, you know, with some access changes that were mandated by IDOT, you know, Wendy's kind of threw in the towel and we mutually terminated that lease.

That being said, I do think we have, and I don't, you know, I know it's on record but, you know, I don't want to commit to this; however, I think we have a pretty exciting backfill user in CAVA, we just signed an LOI. Obviously, I want to get through the leasing and nothing is set in stone, but it would be an excellent replacement that I think would go over well with the residents. CAVA is an excellent brand, you know, focusing on the Mediterranean and healthy foods, so I think that one is a pretty exciting user. Unlike the Wendy's which is a full drive-through, CAVA would be just a pickup-only lane, so you place your order on your mobile app, you know, whenever the food is ready you go and pick it up. There's no menu board; there's no waiting in a queue. So, in terms of, you know, additional queuing or stacking concerns, I think that the CAVA kind of alleviates that.

So, that's kind of where we're at in terms of the tenancy and, you know, how we've looked at the layout. Just in, you know, working through the actual dimensions of this site, and again as you're all aware, it's kind of an odd, irregular shaped site. You know, we have a, you know, unfortunately, high basis in the land and, you know, there's only so much that we could do, but I think we've done a pretty adequate job on, you know, providing the right amount of stacking, the right amount of parking, and the right amount of circulation to make this a consumer-friendly experience, a safe experience and, I think, something that's going to be very visually appealing.

So, I think that kind of, you know, sums up my initial presentation on what the actual plan of the project is. If you want, I can either let Staff or I can get into, you know, more of the nitty gritty with, you know, traffic and things like that.

CHAIRPERSON CHERWIN: Well, it's really up to you. I'm happy to turn it over to Staff at this point. We'll have time to ask you questions on those details. So, it's, you know, really up to you.

MR. BELL: Yes, well, why don't we let Staff go, and then I can kind of dive in and then answer questions --

CHAIRPERSON CHERWIN: Okay, yes, that's fine.

MR. BELL: -- and go through kind of the specifics.

CHAIRPERSON CHERWIN: No problem. So, you can go ahead and take a rest for a few minutes if you want, and we'll let Dan take it from here.

MR. OSOBA: All right, the 2.79-acre subject property is located at 375-425 East Rand Road which is in the triangle area bound by Arlington Heights Road, Rand Road and Palatine Road. The property owner is CW Arlington Holdings, LLC, and this petition is submitted on their behalf by Kimley-Horn & Associates.

The property currently contains a vacant commercial building previously occupied by Pep Boys, vacant commercial buildings and structures formerly occupied by Suburban Trim & Glass, and surface parking. The existing zoning is B-2 General Business District and the R-1 One-Family Dwelling District, and the Comprehensive Plan future land use designation is listed as appropriate for commercial land uses.

Their requested relief for this petition includes:

1. Rezoning of the properties with the PINs as listed on the slide, which I'll highlight in a later slide, from the R-1 District to the B-2 District;
2. Final Plat of Subdivision to consolidate six parcels into three lots;

3. Planned Unit Development for a commercial development of three lots under common ownership;
4. Special Use Permit for a bank with a drive-through;
5. Special Use Permit for a restaurant with a drive-through (Dutch Bros); and
6. Two Special Use Permits for restaurants in the B-2 General Business District.

There are two variations requested from Chapter 28:

1. To waive the requirement for parking lot landscape islands on specific islands within the plan; and
2. To waive the parking lot screening required between properties of different zone districts.

The project proposal includes a pad site at the northwest corner of the property, a Dutch Bros Coffee restaurant as mentioned with a drive-through to the southeast on Rand Road, and an inline tenant building within the remodeled Pep Boys building to include retail restaurants and a bank with a drive-through.

Site access is remaining consistent in the area; however, the configurations are being modified. The access on Rand Road is a right-in/right-out only access and is being reduced in size slightly. The access on Palatine Road is shifting slightly to the west and will be a full movement access.

Surface parking is provided throughout the development to account for the proposed commercial uses. An underground detention is also provided at the southeast corner of the property below that surface parking.

The Petitioner has submitted a final plat of subdivision to divide the property into three lots, one for each building. As such, this development was reviewed as a planned unit development. Additionally, the drive-through uses as well as the two proposed inline restaurants all require special use permits within the B-2 District. Staff has reviewed the proposed special use permits and agrees with the Petitioner that the land uses are consistent with the criteria for approval for special use permits.

The current zoning is shown on this slide. While the predominant zone district for the commercial properties along these three arterial roadways is B-2, there are remnants of the R-1 One-Family Dwelling District in the vicinity and included on the subject property. The Petitioner is requesting a rezoning from the R-1 properties to the B-2 District.

The proposed zoning is shown on this slide with the entirety of the property zoned B-2. Staff has reviewed the rezoning request and is supportive of the rezoning as it's consistent with the Comprehensive Plan and the surrounding zone districts.

The Petitioner is requesting two variations from Chapter 28, both to the landscape code section. The first variation is from Section 6.15-1.2, to waive the requirement for parking lot landscaping for a select number of those parking lot islands shown in red on the slide. Staff worked with the Petitioner to review this request and found the request acceptable. The parking lot islands that do not have trees proposed are due to site constraints or to other site features such as trash enclosure, signage, and sidewalk connections. In addition, the Petitioner has proposed additional trees within the site above code requirements to mitigate the islands that do not contain trees, and Staff is in support of this request.

The second variation is from Section 6.15-2.2, to waive the required screening between properties of a different zone district. The property boundary on the west side of the site that's highlighted in blue is adjacent to one of those remnant R-1 Districts which would trigger this landscape requirement. If that property is to ever redevelop, it would develop as a

commercial property pursuant to the Village's Comprehensive Plan as it's a commercial land designation and it would not require landscaping if it was rezoned. Additionally, the existing Pep Boys building that is being remodeled does not leave adequate space for a row of landscaping along that western boundary. Staff is also in support of this request.

A detailed traffic and parking study was submitted with this application to assess site access (location, design, and level of service), site layout and on-site circulation, trip generation and distribution, parking, and stacking for those drive-throughs. Tenant specific data on parking demand, traffic generation and drive-through stacking were provided in the study. Village Staff coordinated with the Petitioner to ensure the study was an accurate representation of the proposed demand of the land uses that were proposed and that the stacking concerns were addressed with potential conflicts at the site egress points.

The Illinois Department of Transportation provided review comments on the proposal and on the traffic study, which can be found in Exhibit I. Village Staff reviewed the traffic study and found that the proposed site circulation, building configuration, and site accesses are all acceptable. Additionally, the Petitioner has provided a traffic management plan for the Dutch Bros property that demonstrates traffic management in the event the traffic for the drive-through exceeds the queuing limit that's provided.

Village Staff also coordinated with the Petitioner to provide a parking analysis that showed the parking requirement if additional restaurant space was proposed within the inline tenant spaces. The parking that was provided, or that is provided would still exceed that parking requirement even if additional parking was warranted for those restaurant uses.

These are the criteria for approval for special use permits. As discussed, Village Staff is supportive of the requested special uses for a drive-through restaurant, drive-through bank, and two special uses for a restaurant in the B-2 District as they comply with all of these criteria for approval.

These are the criteria for approval for variation requests. As discussed, Village Staff is supportive of the requested variations to waive the requirement for shade trees within the specified landscape islands and to waive the requirement for a landscape buffer along the western property line adjacent to the R-1 District. Village Staff finds the variation requests are consistent with these four criteria.

Village Staff has reviewed the proposed rezoning from the R-1 One-Family Dwelling District to the B-2 General Business District, PUD, special permits for two restaurants, one drive-through restaurant, and a bank with a drive-through within the B-2 District along with these two variations as mentioned. Village Staff recommends approval of the application subject to these seven conditions. Thank you.

CHAIRPERSON CHERWIN: Thank you, sir. Well done.

Is there a motion to submit the Staff report into the record?

COMMISSIONER ENNES: I'll make that motion.

COMMISSIONER GREEN: I'll second that.

CHAIRPERSON CHERWIN: All in favor?

(Chorus of ayes.)

CHAIRPERSON CHERWIN: Any opposed?

(No response.)

CHAIRPERSON CHERWIN: Motion passes.

All right, so questions before we open it to the public?

We'll start, why don't we start by you, John?

COMMISSIONER SIGALOS: I have no questions at this point.

CHAIRPERSON CHERWIN: No questions.

Terry, any questions?

COMMISSIONER ENNES: I have a couple of questions. Let's see. I think from Staff, the spreadsheet that you put up here for the parking requirements or the number of spaces, does that include, of the lots in the different improvements, does that include the Wendy's site?

MR. OSOBA: It includes all of the sites, yes, correct. So, the second, or excuse me, the Lot No. 1 which is on the top of the table would be the lot that would account what was formerly that Wendy's site.

COMMISSIONER ENNES: Oh, it is Wendy's, okay.

MR. OSOBA: Yes.

COMMISSIONER ENNES: This property, or these two prior properties, all these had a lot of surface coverage. Will this development allow more permeable surface or will it be about the same?

MR. OSOBA: From my understanding, it will be about the same. However, the Petitioner may speak on kind of how the underground detention system is designed. They are providing an underground detention system at that southeast corner of the property, but the site, overall impervious of the site is remaining relatively consistent.

COMMISSIONER ENNES: Okay, so that we really haven't heard about yet.

CHAIRPERSON CHERWIN: Okay, would you like the Petitioner come and speak to that?

COMMISSIONER ENNES: Not right yet.

CHAIRPERSON CHERWIN: Okay.

COMMISSIONER ENNES: Okay, actually now would be a good time. If the Petitioner would come up, if Adam, I think you might or you'll know who will have the answer.

MR. BELL: Yes. So, in all that, this is, Ian Spence can introduce himself, he's our Project Engineer, but we will be providing and improving the stormwater conditions by providing an underground detention system. If you can kind of dive into the specifics of that?

MR. SPENCE: Yes.

COMMISSIONER ENNES: Is there anything currently on the property?

MR. SPENCE: So, there, yes, so there actually is --

CHAIRPERSON CHERWIN: Just say your name, please, I'm sorry.

MR. SPENCE: Sorry. Ian Spence, Kimley-Horn, Civil Engineer for this project. Been working with Dan and Adam for a while now.

So, currently, there does exist an underground chamber at the northwest corner of the site. We modeled that, it's severely undersized.

COMMISSIONER ENNES: Under the parking lot of the Suburban Glass property?

MR. SPENCE: Yes, it's kind of under the Wendy's area. It's hard to tell here.

CHAIRPERSON CHERWIN: Like in the Wendy's parking area?

MR. SPENCE: Yes.

COMMISSIONER ENNES: Okay.

MR. SPENCE: So, there is an outdated chamber that I think the FOIA documents say like 1984 or something of that nature. So, that will be removed and replaced.

The proposed development provides stormwater management meeting the Village of Arlington Heights code. We will then submit to MWRD.

We've already received IDOT approval for our drainage design. The site is tributary to IDOT, and IDOT really cares about pre versus post runoff. We are significantly reducing the total runoff as it stands today versus as it will stand tomorrow. So, from the drainage perspective, I feel the site is designed pretty well.

To answer your question about actual numbers, I can pull those for you. I think Dan is right that it's pretty similar. Let's see.

COMMISSIONER ENNES: So, this existing detention pond, while you're looking, it's actually under the parking lot from the Pep Boys?

MR. SPENCE: Correct. It's on that --

COMMISSIONER ENNES: Yes, not the Suburban Trim property.

MR. SPENCE: Yes.

CHAIRPERSON CHERWIN: And not a pond, underground vault; is that right?

COMMISSIONER ENNES: Yes.

MR. BELL: Yes, and I think what he's referring was like underneath where we were proposing the Wendy's to go, kind of in that pad area is where it exists today.

COMMISSIONER ENNES: Okay.

MR. SPENCE: I can't find the existing impervious area off the top of my notes right now, but it's pretty similar I would say to what the proposed improvements are. Again, we're reducing runoff versus every modeled storm event.

COMMISSIONER ENNES: And increasing the storage capacity for stormwater.

MR. SPENCE: Correct, yes. Absolutely.

COMMISSIONER ENNES: Adam, one question. You mentioned that you have a pretty high basis. Is that in part due to the extent of time that you've been working on this?

MR. BELL: Yes, it's the extent of time. Unfortunately, two years of carrying the project with Cook County taxes is a heavy burden, but yes, that is a portion of it. You know, a portion of it is just it's a great real estate, but the carry on with that on it has been very difficult to maintain.

COMMISSIONER ENNES: Okay, can you show what that basis is? Okay, that's fine. I'm just wondering what high is in today's market. That's okay. That's all I have.

CHAIRPERSON CHERWIN: Cook County, high.

COMMISSIONER ENNES: Yes. Well, no, the taxes, I know that. I used to do the taxes on that property.

CHAIRPERSON CHERWIN: He loves taxes.

COMMISSIONER ENNES: Yes.

CHAIRPERSON CHERWIN: Doesn't love them, but he loves talking about them.

Kristen?

COMMISSIONER SCHURTZ: I have no questions right now.

CHAIRPERSON CHERWIN: Mr. Joe?

COMMISSIONER LORENZINI: Yes, for Staff. The two driveways, that's a pretty cramped space. How are the two driveways going to work?

MR. OSOBA: The two driveways or drive-throughs?

COMMISSIONER LORENZINI: I'm sorry, drive-throughs, yes.

MR. OSOBA: Yes, so the drive-throughs --

CHAIRPERSON CHERWIN: Could you pull up that traffic management plan exhibit you have, Dan? That might help. I think that they did a pretty nice job putting that together. Do you have it up or not?

MR. OSOBA: I don't have it in my --

MR. BELL: It's on mine.

CHAIRPERSON CHERWIN: So, I think it's a helpful --

MR. BELL: I can maneuver them over there.

MR. OSOBA: Yes, go ahead.

CHAIRPERSON CHERWIN: There you go.

MR. BELL: So, this is the traffic management plan that was put together by Dutch Bros and I do want to speak to it just a little bit more.

So, as I'd mentioned earlier in my initial presentation, we have delivered three Dutch Bros locations and we've got three more delivering this summer. But my point being that, you know, with Dutch Bros, in every municipality where we've delivered a location for them, they have proactively reached out to village staff, to the village police department, to the fire department, and to any neighboring owners to put together a formal traffic management plan which this is, you know, was their initial proposal that we, as the developer, kind of agreed most with. What that does is, you know, during the initial week opening, there is an influx of customers and it's an exciting new brand, people are excited to go there. So, we wanted to put something together that would not cause any sort of backups on the main arterials. So, what we did was we kind of elongated the stacking as much as possible.

I do want to reiterate; this is the first week. As I mentioned, I've delivered three that have been open for at least a month. The first week to week-and-a-half is where we've had customers back out of our queue. Never a queue as long as what would go down past the green line. But, you know, in every situation, I monitor our properties on cameras, and in all of those camera events, even today, like the max queuing that we've had is like 10 cars.

So, you know, this is just for the opening day events where you have a peak period. They will reach out and, you know, go hire off-duty police officers, security officers, they'll have extra staff, you know, directing traffic. So, it will be, you know, well-managed and well thought out, and there will be agreed-upon plan with the city.

COMMISSIONER LORENZINI: Could you just describe on this plan here, excuse me, somebody coming in for Wendy's, where are they coming at, where will they pick up their food, and where do they get out of there?

MR. BELL: Yes. Yes, so if you're coming in off of Rand Road which is a right-in only, they will be directed, and this is all based off of what the actual car count is at the time, but if they're coming in and it's a, you know, a more heavy traffic day, a peak period and, you know, the traffic started to queue outside of our standard queue line, the employees and off-duty police officers will basically direct the cars around to the southeast which will elongate the queuing, and then it will move south. So, people coming in off of Rand Road will be directed to (a) not take a left into the drive aisle that goes towards the exit of the Dutch Bros, but rather loop around what's the, you know, former Wendy's building we're showing there, and wrap around down through the drive aisle in front of the Pep Boys and then loop around.

So, it's going to be a well-managed and a large queue of, like a large

potential queue to where we would alleviate any sort of overflow. Then cars coming out can then either, you know, take a left out of the drive aisle or go straight and take a right on Rand, but like I mentioned, there'll be multiple employees, and again this is just for like the first week or two.

COMMISSIONER LORENZINI: All right, thank you. That's all I had.

CHAIRPERSON CHERWIN: Thanks, Joe.

Mr. Bruce?

COMMISSIONER GREEN: He took my question. Good answer, I like it.

CHAIRPERSON CHERWIN: The only question I have, well, I guess two.

One is did I hear, sort of like the Palatine Road, I thought I heard like full access?

MR. BELL: Right, that's right. It only operates as right-in/right-out.

CHAIRPERSON CHERWIN: Right, because there's a median still --

MR. BELL: Yes, there's a still a median. So, I think maybe what was being referred to is it's not designed as like a porkchop right-in/right-out, but there's a full median there, so you cannot take a left in there or left out.

CHAIRPERSON CHERWIN: So, it just doesn't have a porkchop, but you're right, it's right-in/right-out for all intents and purposes.

MR. BELL: Yes. Yes, exactly.

CHAIRPERSON CHERWIN: Okay, that's what I thought. I just wanted it clear. Then the other thing I was going to ask you, on the redevelopment of the Pep Boys site, so was there any, I mean, you know, issues with, you know, car bays and sort of the filtration system there? Like trap system and all that, I mean, environmental-wise?

MR. BELL: There were some environmental issues. We have gone through in data phase to complete it.

CHAIRPERSON CHERWIN: All right.

MR. BELL: We have, you know, we are able to submit a Voluntary Remediation Plan, a VRP. What we have learned from IDEM, the Illinois Department of Environmental Management, we are able to basically satisfy any sort of environmental concerns by just demo-ing the building and removing the topsoil and properly disposing of it. That will cover any sort of environmental issues.

CHAIRPERSON CHERWIN: Okay, so the run that you're keeping isn't affected by that?

MR. BELL: That is correct.

CHAIRPERSON CHERWIN: Got it. That's what I figured, too. All right, okay, so I think what I'll do at this point is, this is a public hearing, so I want to open it up for questions from the public if any. We'll start at this side of the room.

Sir, if you'd like to come up, please state your name. If you choose, you can state where you live.

PUBLIC COMMENTARY FOR PC #25-022

MR. PAWELEK: Good evening, Commissioners. Eric Pawelek, 711 East Valley Lane. I've been there about 25 years. It's within half a mile of this site.

I'm glad to see something happening with the site because it's been a nuisance for a long, long time. My concern is that banking, retail, restaurant, we've got so many vacancies in Town & Country Mall, Northpoint. They mentioned Wendy's, there used to be a Wendy's half a mile northwest of this before, and that site still just sits there. So, I don't

understand that retail and restaurant and banking is the right mix for this, but that's neither here nor there.

My concern is the traffic. That triangle, the traffic, as Commission Sigalos knows, is terrible. I see this as, somebody heading northwest on Rand Road, Dutch Bros catches their eye, they want to get Dutch Bros coffee, how do they get into this site if you're heading northwest on Rand Road? They've got to do a long loop where I don't even know where they would go to get in. Same thing if you're going eastbound on Palatine Road, you catch the sign Dutch Bros Coffee, where do you go to get into the site to get to Dutch Bros?

I personally think it's going to cause a more significant traffic issue in that triangle. What scares me is I know it's going to happen. People are going to jump the left-turn lane to get into the shopping center that's just to the northwest where there's a traffic signal, and then they'll turn, almost a U-turn before the light and go into that right-only-in because I see it happening at Garibaldi's all the time. I've seen people start as far back, as far south as McDonald's, drive in the opposite direction of traffic and turn in to that porkchop type.

Just to me, the site itself is fine, but getting in to the site from those major arteries, I don't see it happening. If somebody catches, you know, going northwest on Rand Road and they want to get into Dutch Bros, how far around do you have to loop around? Where do you go to even get in without doing U-turns everywhere? So, that's my concern is about the traffic, because it's terrible now and I hate to see it get worse, but I am glad to see the site developed. Thank you.

CHAIRPERSON CHERWIN: Thank you for sharing your thoughts and coming to the meeting. We appreciate it very much.

We'll move to the west or the left side of the room. Starting in the back, is there anybody who would like to comment on this project back there from the public? No? All right.

(No response.)

CHAIRPERSON CHERWIN: Then I think we've got all the cohorts from the project here in front of us, right? All right, okay, so no more individuals from the public present. We will go ahead and close the public hearing.

I will just, maybe just follow up and ask, Adam, if you want to come back up? So, our neighbor Eric mentioned about this, you know, directional. So, I mean, you know, as I look at this, really anything that goes in there is going to have a similar, you know, similar issue. It is an odd, you know, any time you're dealing with a triangle, it gets kind of hairy and I'm wondering about signage. Is there, so like if somebody is coming up West Rand Road, you're thinking, you know, well, they know it's there, they're just going to turn, you know, left on Palatine and they'll sneak in to the south end of the site. If they don't and they see Dutch Bros and they really want a drink, you know, then maybe it will get a little, you know, issue with coming in to that site.

So, signage-wise, is there anything we're doing to help that? I mean, otherwise, it's just a traffic enforcement issue just as anything else that would be going there I would say in terms of that.

MR. BELL: Yes, okay. So, I guess to answer the question on the traffic and the entrance of it, you know, ideally we would have loved it if we had a three-quarter access where you could take a left in. Unfortunately, IDOT is not going to permit that, and I understand that it's a safety concern. However, I'm sorry, I just hit the wrong button, I was just trying to get a flasher, can I get that back on?

MR. OSOBA: Yes.

MR. BELL: Hit the wrong button, my fault.

Okay, so if you're heading, so I guess let's start with heading northwest on Rand Road. If you know where you're going, you're going to take a left on to Palatine and then take a right in from Palatine. If, you know, for some reason the Dutch Bros catches your eye and you want to take a left in, you can't do that obviously. So, what you can do though is this property is just short of a signalized entry into the shopping center. I take my son to the KidSnips in the shopping center all the time. What you can do is you can take a right in to the shopping center, loop around, take a right on Palatine and then take a right in.

I mean, if you want coffee that bad, abide by the rules of the road, utilize the signal that's in front of you, take a right. It's safer, you can wrap around. There's a direct way to get on to Palatine Road. You can head westbound and then take a right in to the site.

I think the other question was going to be if you're heading eastbound on Palatine. Generally, if you know where you're going, and most people these days who know they want to go to Dutch Bros, they're going to take, you know, they're going to have the, you know, their apps or their maps on their phone, it will direct them where to go. But, you know, generally, you would take a left on to Arlington Heights, a right on Rand, and then a right in to the site. If you do pass it, it is permissible to U-turn on Rand Road, I believe. I don't think there is a No U-turn sign, but again, you can take a left and then you can move around in the shopping center.

I mean, there's a couple of ways to do it. You know, unfortunately, with, you know, how signage operates, you know, we can't really have, you know, a designated signage saying hold on, turn here on Palatine and Rand as much as I would love it, it would make our customers or our businesses extremely happy, but we will have, you know, we will have, you know, monument signage. Dutch Bros will, because I think the main concern from this gentleman was Dutch Bros, Dutch Bros will have the top road facing sign so people will be able to see it from a ways away, and they will be able to kind of make their adjustments as they will on their traffic schedule.

MR. PURCELL: Now, let me just embellish that by saying that we had requested maybe starting full access, then three-way access. Village Staff found it to be a dangerous situation, IDOT agreed with them, and so they are only allowing a right-in/right-out. We did not create this issue. Anybody developing this property is going to have exactly the same issue.

We are fortunate that we have found tenants such as, great tenants such as Dutch Bros, the bank, who are willing to move forward with this even though the access will be not to their best liking, but for the safety of those driving on the road, we certainly understand why the limitations have been imposed. Whether you put anything on the, when you put anything on this site, it's going to be the same, same issues because the site is the site. It has gone/been undeveloped for several years because of the limited access. So, we had a choice, either not develop the site, turn around and sell it, maybe someone else can make use of it, or find great users invigorating the entire area, improving this, you heard about the development and the engineering, this site to a viable, exciting amenity to that area.

I've lived in Arlington Heights for many, many years, and you go drive by it, it was dull, there's just, it wasn't attractive. So, my client is extremely excited. They've worked very, very hard on this project to find the users. We know they will find someone for the

pad. We might already have them.

So, the site is what it is, and safety is our greater concern than it is the convenience of the access which we happen to agree with.

MR. BELL: And then one other thing I'd just like to add on to that excellent explanation, you know, one of the things that we're hoping for, you know, we are not in control of it but we are granting, you know, a perpetual easement right with the neighbor to the west. As soon as that property gets developed, our understanding is that Staff and the city will require a cross-access easement which we are platting. So, when that does get developed, we will have cross access to Arlington Heights Road which will then just provide another access point to make things easier and less congested.

So, God willing that happens soon enough. I think it would be a great thing for all of our, for the customer experience and for our tenants.

CHAIRPERSON CHERWIN: Yes. Let's see, do we have any other questions of either the Petitioners or Staff?

COMMISSIONER ENNES: I do have a question. Is a left turn on northbound Rand Road allowed into any of the properties on the triangle other than at the stoplight there where it goes from the shopping center?

MR. BELL: As it exists today? Yes. As it exists today, there's two or three access points on Rand Road into our site where you can take a left in.

COMMISSIONER ENNES: Okay, that's what I seem to recall. There's the restaurant just to the south, that bar restaurant.

MR. BELL: Yes.

COMMISSIONER ENNES: People turn across Rand Road there all the time.

MR. OSOBA: Gatsby's.

COMMISSIONER SIGALOS: Gatsby's, yes.

COMMISSIONER ENNES: Yes. Okay, that's it.

CHAIRPERSON CHERWIN: All right.

John, anything?

COMMISSIONER SIGALOS: No, I don't. I am glad to see this site being developed.

CHAIRPERSON CHERWIN: All right, well, does anybody like to make a motion or any other questions?

COMMISSIONER GREEN: Since I agree with everybody else here that it's a great use of the property, I'd like to make a motion.

A motion to recommend to the Village Board of Trustees approval of Pep Boys Site Redevelopment, PC #25-022, a Rezoning of properties with the PINs 03-17-303-018, 03-17-303-008, and 03-17-303-020 from the R-1 One-Family Dwelling District to the B-2 General Business District; a Final Plat of Subdivision to consolidate six parcels into three lots; a Planned Unit Development for a commercial development of three lots under common ownership; a Special Use Permit for a bank with a drive-through; a Special Use Permit for a restaurant with a drive-through; and two Special Use Permits for restaurants in the B-2 General Business District, with the following variations:

1. **Variation from Chapter 28, Section 6.15-1.2 to waive the requirement for**

- parking lot island landscaping (for a select number of parking lot islands to contain one shade tree); and
2. **Variation from Chapter 28, Section 6.15-2.2 to waive parking lot screening between properties (consisting of a masonry wall, solid wood fence, offset double-row of densely planted landscape material, or a landscape berm between zoning districts for the western property boundary).**

This recommendation is subject to the following conditions:

1. **All outdoor eating cafes shall comply with Chapter 28, Section 5.1-23.**
2. **The Petitioner shall comply with the requirements and recommendations of the Design Commission motion from the May 19, 2026 Design Commission meeting.**
3. **A construction staging plan shall be submitted with building permits.**
4. **The Petitioner shall address the outstanding comments regarding the drainage report as identified on the Round 6 review comments from the Public Works and Engineering Department prior to building permit issuance.**
5. **The Petitioner shall provide the signed final plat of subdivision on mylar to the Village prior to this application being heard at a meeting of the Village Board of Trustees.**
6. **The Petitioner shall provide the covenants, conditions and restrictions document for the final plat of subdivision prior to being heard at a meeting of the Village Board of Trustees.**
7. **The Petitioner shall comply with all federal, state, and Village codes, regulations and policies.**

MR. OSOBA: And Chair, through you, could I just please clarify because that was written incorrectly on your motion sheet there that it's, instead of the Arlington Ridge Center, it's the Pep Boys Redevelopment is the title of the project.

COMMISSIONER GREEN: Ah, okay.

MR. OSOBA: My apologies for that. Everything else is correct.

CHAIRPERSON CHERWIN: All right, correction noted. Thank you. That's a lot of dashes.

Is there a second?

COMMISSIONER ENNES: I'll second it.

CHAIRPERSON CHERWIN: All right, the motion is on the table for approval.

Why don't we do a roll call vote, please?

MS. HITZEMANN: Commissioner Ennes.

COMMISSIONER ENNES: Yes.

MS. HITZEMANN: Commissioner Green.

COMMISSIONER GREEN: Yes.

MS. HITZEMANN: Commissioner Lorenzini.

COMMISSIONER LORENZINI: Yes.

MS. HITZEMANN: Commissioner Schurtz.

COMMISSIONER SCHURTZ: Yes.

MS. HITZEMANN: Commissioner Sigalos.

COMMISSIONER SIGALOS: Yes.

MS. HITZEMANN: Chairman Cherwin.

CHAIRPERSON CHERWIN: Yes.

Congratulations, motion passes. You have a recommendation for approval. Next step is the Village Board, and you can coordinate with your Staff liaison here to --

MR. BELL: I just wanted to say thank you; I appreciate your time.

CHAIRPERSON CHERWIN: Oh, yes, you're welcome.

MR. BELL: I cut you off, sorry.

CHAIRPERSON CHERWIN: Yes, no problem. You were surprising me there though, I didn't know what you were doing.

MR. BELL: No, I just wanted to say thank you.

CHAIRPERSON CHERWIN: It's a slow movement, you know. No, thank you. Thank you for coming. Nice job on the presentation. Dan and Rachel can shepherd you along to the next step when that time is appropriate. So, you guys are good. If you want to stick around, you're welcome to. I'm sure it will be riveting; otherwise, you guys are all good.

MR. BELL: No, thank you very much for your time. Everyone have a good evening. We appreciate it.

CHAIRPERSON CHERWIN: You're welcome. Thank you for coming in. Good luck to the business. Good project.

Let's see. Next we got here, guys, is other business, Roman V.

MS. HITZEMANN: We do not have any other business.

CHAIRPERSON CHERWIN: No other business, all right. Number VI, Public Comment. Do we have anybody in the public other than -- yes?

GENERAL PUBLIC COMMENTARY

MS. HITZEMANN: I have a public comment. I just want to introduce our new Planner I, Connor Rockhill.

CHAIRPERSON CHERWIN: Hey, Connor, welcome.

MS. HITZEMANN: Who is joining us. He was our intern last summer and will now be here full time. We're excited to have him.

CHAIRPERSON CHERWIN: All right, well, good job. Congrats. You must have done a great job as an intern. Look forward to seeing you here. Great, thank you, Rachel.

Any other public comment and any other matters that are out there in Arlington Heights? Nothing? All right.

COMMISSIONER ENNES: I have a quick question. Can you share your new Staff member's bio or anything so we know his background?

MS. HITZEMANN: Connor, would you like to give a brief background on yourself?

MR. ROCKHILL: Yes, sure. Hi, everyone. So, I am a native of Southwest Michigan, right down here, but I'm half from the City of Chicago. I studied Political Science from the University of Michigan. I spent a few years working in the nonprofit sector doing affordable housing work and economic development work.

I decided to return to graduate school at the University of Illinois-Chicago where I studied Urban Planning and Policy. While I was there, I interned with the Village

of Arlington Heights last summer, got to work with the great team here, did some really interesting stuff. I applied for the Planner I position end of April, and after two rigorous interviews, I was invited to come back and join the team a few weeks ago.

So, I'm really excited to be here and be working with you all.

COMMISSIONER ENNES: Well, congratulations. We have some common alum.

COMMISSIONER GREEN: Welcome.

COMMISSIONER ENNES: University of Illinois-Chicago circle.

COMMISSIONER SIGALOS: Yes, I am also one.

COMMISSIONER ENNES: Well, actually you said Michigan, not Michigan State, right?

MR. ROCKHILL: Yes. My mom went to Michigan State.

CHAIRPERSON CHERWIN: All right, well good. We're glad to have you, Connor, great.

MR. ROCKHILL: Thank you.

CHAIRPERSON CHERWIN: All right, so, next issue we've got is update on previous Plan Commission cases.

MS. HITZEMANN: Yes, you have an update in front of you.

CHAIRPERSON CHERWIN: Yes, I see that. So, anything of note here that you guys want to bring up? Some of these are obviously out there pretty long. Is there anything out there on our end that's holding it up, or is this all just essentially petitioners getting their work together or reevaluating the sites?

MS. HITZEMANN: All of these are the petitioners that we are waiting for to resubmit. Slick City we are in the final stages for hopefully, so hopefully that will be coming before you soon, but there were some legal things that we needed to work out with them, so we're working through that.

Just an update on NeuroRestorative, the community residence that you saw a couple of weeks ago, a couple of meetings ago. They have not decided if they are moving forward with a Village Board date yet, so that is why it's still TBD.

CHAIRPERSON CHERWIN: Okay, and then I think two of the bigger ones, the NCH project and the St. Viator project, how are those moving along?

MS. HITZEMANN: They are moving along. We're just in the back-and-forth phase of round, you know, reviewing comments, reviewing plans, providing them comments, them resubmitting. We're just kind of going back and forth with them on those.

CHAIRPERSON CHERWIN: Okay. All right, well, I think that's about it. I'd just like to thank Bruce for stepping in over the last few weeks when I had conflict in the schedule. So, thanks.

COMMISSIONER GREEN: I could use the extra money; it's good.

CHAIRPERSON CHERWIN: Yes, exactly.

COMMISSIONER ENNES: You did such a good job.

CHAIRPERSON CHERWIN: Yes, you really don't enjoy banging the gavel. All right, so I think that's good, everybody.

What we'll do is we'll just, is there a motion to adjourn?

COMMISSIONER GREEN: I'll make that motion.

CHAIRPERSON CHERWIN: Is there a second?

COMMISSIONER SCHURTZ: Second.

CHAIRPERSON CHERWIN: All right, all in favor?

(Chorus of ayes.)

CHAIRPERSON CHERWIN: Any opposed?

(No response.)

CHAIRPERSON CHERWIN: All right, motion passes.

(Gavel banged.)

CHAIRPERSON CHERWIN: Meeting adjourned. Thank you all for your

time.

(Whereupon, at 8:15 p.m., the public hearing on the above-mentioned petition was adjourned.)

STATE OF ILLINOIS)
) SS.
 COUNTY OF KANE)

I, RONALD LeGRAND, JR., 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.

 RONALD LeGRAND, JR.

SUBSCRIBED AND SWORN TO
 BEFORE ME THIS _____ DAY OF
 _____, A.D. 2026.

 NOTARY PUBLIC



VILLAGE OF
ARLINGTON HEIGHTS
— INC. 1887 —

Plan Commission
7/22/2026

Item: 950 E. Rand Road - Consumers Credit Union - PC#26-007,
Preliminary/Final Plat of Subdivision, Variations

Department: Planning & Community Development

Item Description:
REQUESTED ACTION

1. Preliminary/ Final Plat of Subdivision to create new Consumers Credit Union lot.

VARIATIONS

1. Section 29 201(a)(5), to waive the requirement for an approving opinion of a qualified professional traffic engineer as part of subdivision.

RECOMMENDATION

Staff has reviewed the proposed preliminary and final plat along with the variance:

1. Section 29 201(a)(5), to waive the requirement for an approving opinion of a qualified professional traffic engineer as part of subdivision.

Village Staff recommends **APPROVAL** of the application subject to the following conditions:

1. The Petitioner shall amend the OEA with an updated utility plan for the entire Southpoint Shopping Centerw within six (6) months of the approval date.
2. The Memorandum of Ownership is properly modified within 30 days of the sale of the new parcel.
3. The petitioner shall provide the signed Final Plat of Subdivision on mylar to the Village prior to this application being heard at a meeting of the Village Board of Trustees.

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

ATTACHMENTS:

1. Staff Report Consumers Credit Union
2. Project Summary
3. Legal Description
4. Plat of Survey
5. Variation Request Letter
6. Preliminary/ Final Plat
7. Utility Plan
8. Operation Easement Agreement (OEA)
9. Notice of Publication
10. Site Photos



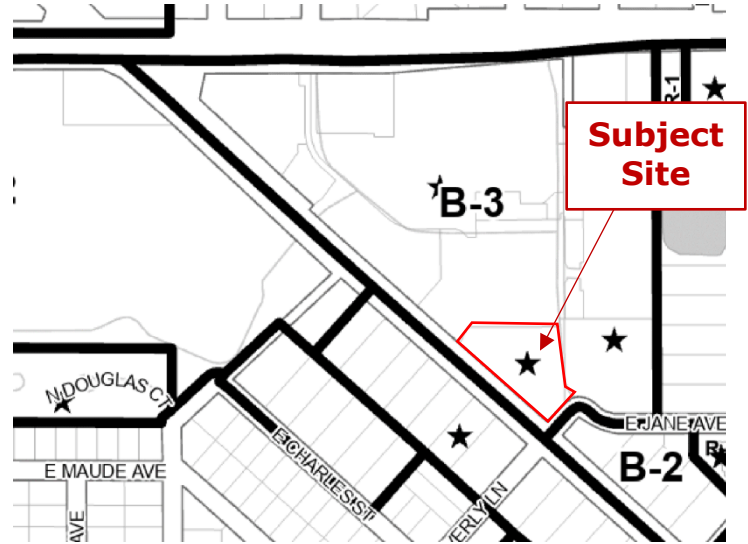
VILLAGE OF ARLINGTON HEIGHTS STAFF DEVELOPMENT COMMITTEE REPORT

PC File Number: PC26-007
Project Title: Consumers Credit Union
Address: 950 E Rand Rd.
PINs: 03-20-200-012-0000

To: Plan Commission
Prepared By: Rachel Hitzemann, Development Planner
Meeting Date: July 22, 2026
Date Prepared: July 9, 2026

Petitioner: Richard Silverman
Address: 1622 Willow Rd., Suite 201
Northfield, IL 60093

Existing Zoning: B-3, General Service, Wholesale & Motor Vehicle District
Comprehensive Plan: Commercial



SURROUNDING LAND USES

Direction	Existing Zoning	Existing Use	Comprehensive Plan
North	B-3: General Service, Wholesale, and Motor Vehicles District	Multi-tenant commercial building, Floor & Décor	Commercial
South	B-1: Limited Retail Business District	Habitat for Humanity ReStore	Commercial
East	B-2: General Business District, B-3: General Service, Wholesale, and Motor Vehicles District	Multi-tenant commercial building, Dunkin Donuts with Drive-through	Commercial
West	B-1: Limited Retail Business District	Multi-tenant commercial building	Commercial

Requested Action:

1. Preliminary and Final Plat of Subdivision to create a new lot for the Consumers Credit Union.

Variations Required:

1. Section 29 201(a)(5), to waive the requirement for an approving opinion of a qualified professional traffic engineer as part of subdivision.

Project Background:

The subject property is part of the Southpoint Shopping Center, which is located at the southeast corner of Rand Road and Palatine Road and is governed by a PUD that was approved in 1990. Since the original approval there have been two PUD Amendments, including Ordinance 22-008 to allow two restaurants with drive-throughs (Chipotle & Bibibop) and Ordinance 22-010, which granted the current bank. The portion of the site proposed to be subdivided is located at the northwest corner of Jane Avenue and Rand Road and is approximately 1.6 acres in size. The subject site is developed as a bank with a drive-through and also contains an access aisle which serves the commercial shopping center and provides access to the parking lot to the north. Access to the shopping center comes from Palatine Road, Rand Road, and Jane Avenue. Each street provides the following ingress/egress points to and from the shopping center:

- Palatine Road: 1) Full access non-signalized intersection, 2) right in only access, and 3) right-in/right-out only access
- Rand Road: 1) Full access signalized intersection
- Jane Avenue: 1) Full access that leads to a full access signalized intersection with Rand Road
- It should be noted that a possible future tenant that would occupy the former Bif Furniture building is proposing a new right-in/right-out curb cut along Rand Road immediately to the west of the subject property.

In 2022, Consumers Credit Union received an approval for a PUD Amendment and Special Use for a 3,460 square foot bank facility, including a two-car drive through with a 3rd "pass-thru" lane. The site includes 62 parking stalls. Access to the credit union comes from the existing drive aisles within the Southpoint Shopping Center. When the credit union was originally built, the bank entered into a 20-year land lease for the property.

As stated above, the Southpoint Shopping Center PUD was originally approved in 1988. The entire Southpoint Shopping Center is subject to an Operation Easement Agreement (OEA), that governs most aspects of the center including parking, maintenance, site access, easements, utilities, ownership, signage, and construction

There have been two recent subdivisions within the PUD; in 2016 the lot that contains the Chili's restaurant, Olive Garden restaurant, and the multi-tenant commercial building along Rand Road was subdivided so that each building was on its own lot, and in 2019 the Floor & Décor property was subdivided to create a new outlot.

Zoning and Comprehensive Plan

The subject property is currently zoned B-3, General Service, Wholesale, and Motor Vehicle District. In 2022 a PUD Amendment and Special Use were approved to construct the bank. The property owner is now requesting approval to subdivide the lot, and therefore has submitted a Preliminary and Final Plat of Subdivision. In review of the Plat of Subdivision, staff has determined that it conforms with all Chapter 29 requirements.

The Comprehensive Plan classifies this property as "Commercial". The commercial shopping center, including the outlot developments, are consistent with this designation.

Site Improvements

Additional utilities were added to the site as part of the construction of the bank building. However, the OEA was not amended to reflect those utilities. Therefore, staff is recommending a condition that the OEA be amended to include an updated utility plan that covers the entirety of the shopping center prior to any future entitlement requests

No site improvements are proposed with this subdivision. The Consumers Credit Union was recently built and still conforms to all Village codes.

Parking and Traffic

The Consumers Credit Union is required by Code to have 12 parking spaces. The newly created parcel will exceed the requirement by having 62 parking spaces. The additional parking spaces do not reduce the available parking for the remainder of the shopping plaza as the Southpoint PUD is governed by an OEA that provides for shared access and shared parking between all users within the shopping center. Parking for the entire shopping center conforms to code requirements.

Per Section 29 201(a)(5) of the Village Code, all subdivisions require an approving opinion based on a qualified traffic engineer. The petitioner has requested a variance from this requirement and has provided a written response to the four criteria for approval found below:

- **The proposed variance will not alter the essential character of the locality and will be compatible with existing uses and zoning of nearby property.**
- **The plight of the owner is due to unique circumstances, which may include the length of time the subject property has been vacant as zoned.**
- **The proposed variation is in harmony with the spirit and intent of this Chapter 28.**
- **The variance requested is the minimum variance necessary to allow reasonable use of the property.**

Staff supports this variance request due to the fact that no changes are being made to the site and traffic impacts remain the same as when a traffic study was submitted and approved as part of the PUD Amendment to construct the bank.

Parcel Ownership

The property being subdivided necessitates changes to certain covenants and contribution requirements in the OEA. Under Section 15.3 of the OEA, "Memorandum of Ownership", the Memorandum cannot be modified until after the closing transaction of the sale. The new ownership will have to be reflected after the Plat is recorded, since a sale of the property cannot be completed until the parcel is subdivided. Staff is recommending a condition that the Memorandum of Ownership be properly modified after the sale of the new parcel.

RECOMMENDATION

Staff has reviewed the proposed preliminary and final plat along with the variance:

1. Section 29 201(a)(5), to waive the requirement for an approving opinion of a qualified professional traffic engineer as part of subdivision.

Staff recommends **APPROVAL** of the petition subject to the following conditions:

1. The Petitioner shall amend the OEA with an updated utility plan for the entire Southpoint Shopping Center within six months of the date of approval.
2. The Memorandum of Ownership is properly modified within 30 days of the sale of the new parcel.
3. The petitioner shall provide the signed Final Plat of Subdivision on mylar to the Village prior to this application being heard at a meeting of the Village Board of Trustees.
4. The petitioner shall comply with all Federal, State, and Village Codes, Regulations, and Policies.

**MJR Southpoint
Real Estate Holding Company, LLC
1622 Willow Road, Suite 201
Northfield, IL 60093**

To Whom It May Concern

In September of 2021, MJR Southpoint Real Estate Holding Company, LLC and Consumer's Credit Union entered into a 20 year ground lease. The building was constructed in 2022 and Consumer's Credit Union opened for business in May of 2023

In 2025 CCU and MJR signed a purchase agreement for CCU to buy the 1.329 Acre Outlot. MJR and CCU are working jointly on this plat of subdivision and look forward to closing promptly upon approval, signing and recording of the plat.

Regards

Richard B. Silverman

Richard Silverman

Manager

MJR Southpoint Real Estate Holding Company LLC

MJK SOUTHPOINT RESUBDIVISION LEGAL DESCRIPTION

THOSE PARTS OF LOT 58, LOTS 59 AND 60 AND PART OF LOT 61 IN C.A. GOELZ'S ARLINGTON HEIGHTS GARDENS SUBDIVISION AND PARTS OF LOT 2 AND 3 IN THE CUB ADDITION SUBDIVISION AND PART OF VACATED PRAIRIE AVENUE, ALL IN THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF JANE AVE. RECORDED AS DOCUMENT NUMBER 92512223 AND THE SOUTHWESTERLY LINE OF LOT 3 IN SAID CUB ADDITION: THENCE NORTH 47 DEGREES 48 MINUTES 11 SECONDS WEST ALONG SAID SOUTHWESTERLY LINE, 395.25 FEET; THENCE NORTH 42 DEGREES 11 MINUTES 49 SECONDS EAST, 62.50 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 12 SECONDS EAST, 305.66 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 48 SECONDS WEST, 22.79 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 12 SECONDS EAST, 120.14 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 48 SECONDS EAST, 0.33 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 12 SECONDS EAST, 204.61 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 48 SECONDS EAST, 318.75 FEET TO THE NORTH LINE OF SAID JANE AVENUE; THENCE CONTINUING ALONG SAID NORTH LINE THE FOLLOWING FIVE COURSES: THENCE NORTH 89 DEGREES 41 MINUTES 42 SECONDS WEST, 147.58 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 75.00 FEET, AN ARC LENGTH OF 54.84 FEET, AND A CHORD BEARING NORTH 68 DEGREES 44 MINUTES 57 SECONDS WEST, 53.63 FEET; THENCE NORTH 47 DEGREES 48 MINUTES 11 SECONDS WEST, 38.75 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 72.00 FEET, AN ARC LENGTH OF 113.09 FEET, AND A CHORD BEARING SOUTH 87 DEGREES 11 MINUTES 49 SECONDS WEST, 101.82 FEET; THENCE SOUTH 42 DEGREES 11 MINUTES 49 SECONDS WEST, 77.07 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING AN AREA OF 163,307 SQ. FT. OR ± 3.749 ACRES

June 24, 2026

Ms. Nanci Julius, P.E.
Assistant Village Engineer
Village of Arlington Heights
Building & Life Safety Department
Arlington Heights, Illinois 60005

**Re: Variation Request – Waiver of Traffic Engineer’s Opinion
950 E. Rand Rd., Arlington Heights, Illinois 60005**

Dear Members of the Zoning Board of Appeals:

On behalf of *MJK Real Estate Holding Company, LLC (MJK)*, *GSG Consultants, Inc. (GSG)* submits this letter in support of a variation to waive the requirement for a traffic engineer’s opinion in connection with the proposed subdivision of the property located at **950 E. Rand Rd., Arlington Heights, Illinois 60005**. We are requesting this variation for the following reasons:

1. The proposed use will not alter the essential character of the locality and will be compatible with existing uses and zoning of nearby property.
2. The plight of the owner is due to unique circumstances, which may include the length of time the subject property has been vacant as zoned.
3. The proposed variation is in harmony with the spirit and intent of this Chapter.
4. The variance requested is the minimum variance necessary to allow reasonable use of the property.

We respectfully request that the Board grant this variation and waive the traffic engineer’s opinion requirement for this application. Should you have any additional questions or require any additional information, please contact me at 630-994-2600.

Sincerely,

GSG Consultants, Inc.



Basel Al-Badr, PE

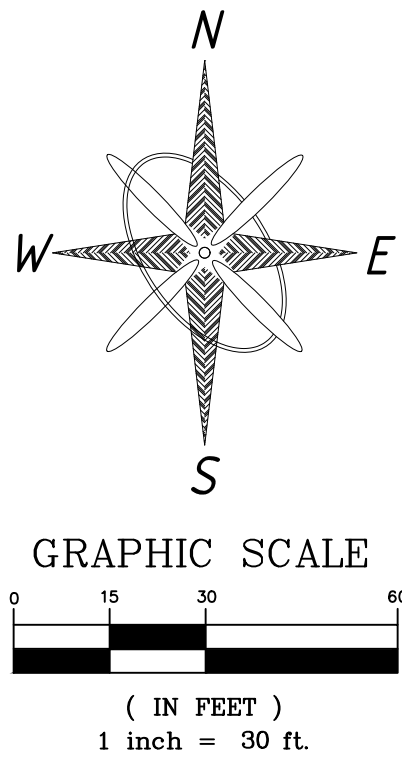
Project Manager.

P.I.N. NUMBERS:
03-20-200-012-0000
03-20-203-016-0000

ADDRESS OF LOT 1: 780 E. RAND ROAD ARLINGTON HEIGHTS, IL 60004
ADDRESS OF LOT 2: 828 E. RAND ROAD ARLINGTON HEIGHTS, IL 60004

FINAL PLAT OF MJR SOUTHPOINT RESUBDIVISION

BEING A RESUBDIVISION OF PART OF LOT 58, LOTS 59 AND 60 AND PART OF LOT 61 IN C.A. GOELZ'S ARLINGTON HEIGHTS GARDENS SUBDIVISION, PARTS OF LOT 2 AND 3 IN THE CUB ADDITION SUBDIVISION AND PART OF VACATED PRAIRIE AVENUE, ALL IN THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



REVISIONS

DESCRIPTION	
NO.	DATE
1	
1	
1	
1	
1	

GSG CONSULTANTS, INC.
735 E. REMINGTON RD. SCHAMBURG, IL 60173
TEL: +1630.994.2600 | WWW.GSG-CONSULTANTS.COM
ILLINOIS PROFESSIONAL DESIGN FIRM# 184-002652

MJR SOUTHPOINT RESUBDIVISION
E. RAND ROAD & N. JANE AVENUE
ARLINGTON HEIGHTS, IL 60004
PREPARED FOR: MJR/SOUTHPOINT REAL ESTATE HOLDING COMPANY, LLC
1622 WILLOW ROAD, SUITE 201
NORTHFIELD, IL 60093

DRAWN BY:	PROJECT:
AN	26-10005
CHECKED BY:	SCALE:
SB	1"=30'
DATE:	SHEET #:
6/23/2026	1 OF 2
FILE NAME:	
26-10005 SOUTHPOINT SUBDIVISION PLAT	

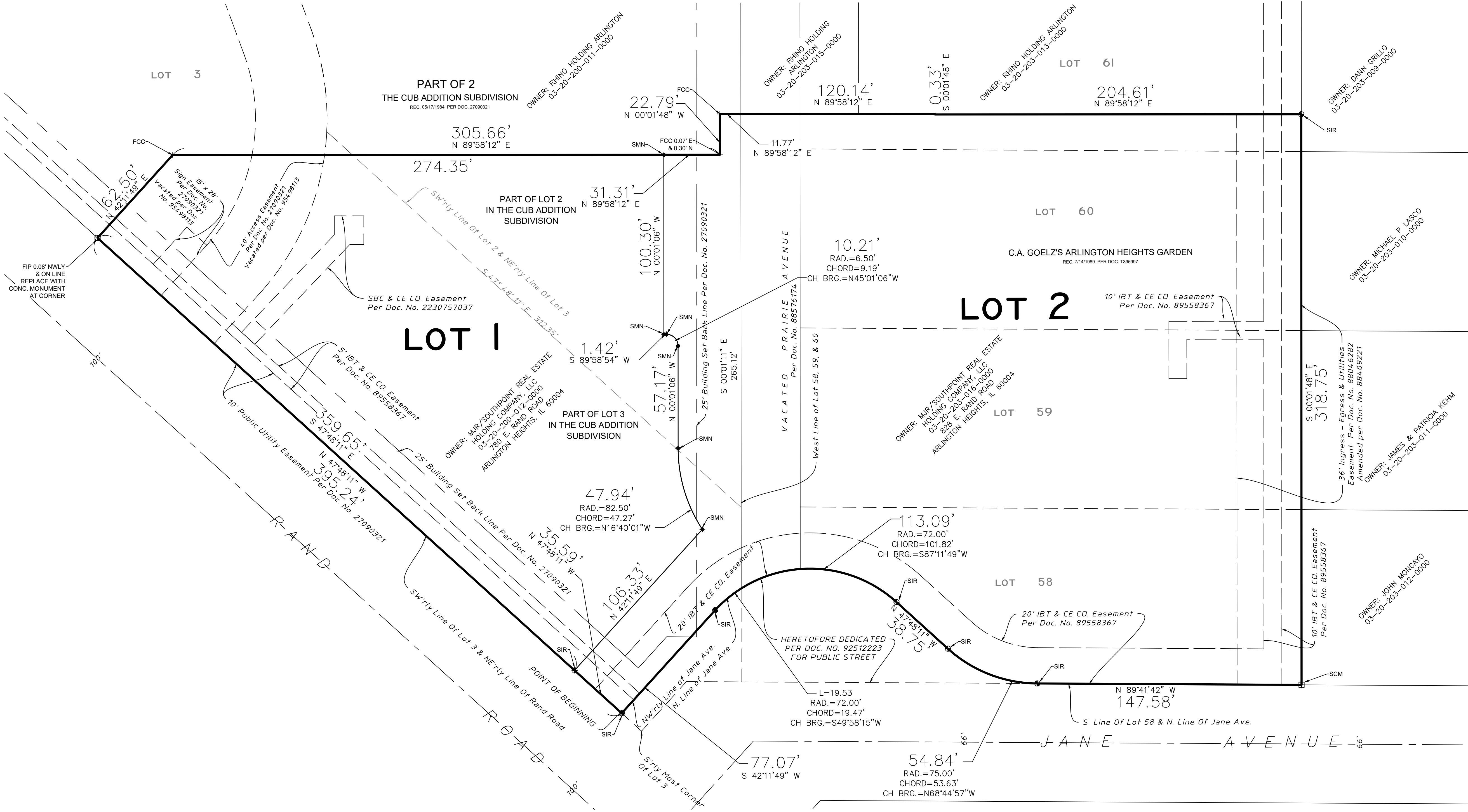
SEND TAX BILL TO:
MJRSOUTHPOINT REAL ESTATE
HOLDING COMPANY, LLC
1622 WILLOW ROAD, SUITE 201
NORTHFIELD, IL 60093

NOTE:
BLANKET VEHICULAR AND PEDESTRIAN INGRESS/EGRESS, UTILITY, PARKING AND
CONSTRUCTION EASEMENTS PER DOC. NO. 2017608084 AND DOC. NO. 2019647087

AREA TABLE

LOT 1	57,870 SQ.FT.	1.329 ACRES
LOT 2	105,437 SQ.FT.	2.420 ACRES
OVERALL	163,307 SQ.FT.	3.749 ACRES

LEGEND	
+ FCC	FOUND CROSS-CUT
SCC	SET CROSS-CUT
○ FIP	FOUND IRON PIPE
● SIP	SET IRON PIPE
⊙ FIR	FOUND IRON ROD
⊙ SIR	SET IRON ROD
+ FPK	FOUND P.K. NAIL
◆ FMN	FOUND MAG NAIL
◆ SMN	SET MAG NAIL
⊞ SCM	SET CONCRETE MONUMENT
CALC.	CALCULATED DATUM
CHD	CHORD
E	EAST
I.E.E.	INGRESS EGRESS EASEMENT
MEAS./M+	MEASURED DATUM
N	NORTH
P.U. & D.E.	PUBLIC UTILITY & DRAINAGE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
PT	POINT OF TANGENCY
RAD	RADIUS
REC./R+	RECORD DATUM
S	SOUTH
U.E.	UTILITY EASEMENT
W	WEST



FINAL PLAT
OF
MJR SOUTHPOINT RESUBDIVISION

OWNER'S CERTIFICATE & SCHOOL DISTRICT STATEMENT

STATE OF ILLINOIS }
COUNTY OF } ss

THE UNDERSIGNED, _____, THE _____ OF
MJR/SOUTHPOINT REAL ESTATE HOLDING COMPANY, LLC, THE OWNER OF THE REAL
ESTATE SHOWN AND DESCRIBED HEREIN DOES HEREBY LAY OFF, PLAT AND SUBDIVIDE
SAID REAL ESTATE IN ACCORDANCE WITH THE WRITTEN PLAT. THIS SUBDIVISION SHALL
BE KNOWN AND DESIGNATED AS MJR SOUTHPOINT RESUBDIVISION.

THIS IS TO FURTHER CERTIFY THAT TO THE BEST OF THE OWNER'S KNOWLEDGE, THE
LAND HEREIN DESCRIBED IS WITHIN THE FOLLOWING SCHOOL DISTRICT(S):

1. ARLINGTON HEIGHTS SCHOOL DISTRICT 25
2. TOWNSHIP HIGH SCHOOL DISTRICT 214
3. HARPER COMMUNITY COLLEGE DISTRICT 512

DATED THIS ____ DAY OF _____, 20__.

BY: _____
SIGNATURE

NAME: _____

TITLE: _____

NOTARY'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF } ss

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

_____ OF MJR/SOUTHPOINT REAL ESTATE HOLDING COMPANY, LLC,
PERSONALLY KNOWN TO ME OR PROVED TO ME ON THE BASIS OF SATISFACTORY
EVIDENCE TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FORGOING
INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT
THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND
VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID OWNER FOR THE USES
AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS ____ DAY OF _____, 20__.

PRINT NAME _____

NOTARY PUBLIC SIGNATURE _____

COMMISSION EXPIRES _____, 20__.

TOPOGRAPHIC STATEMENT

TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE DRAINAGE OF SURFACE WATER
WILL NOT BE CHANGED BY THE CONSTRUCTION OF THE SUBDIVISION OR ANY PART
THEREOF. IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE
PROVISION WILL BE MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE
WATERS INTO PUBLIC AREAS, OR DRAINS WHICH THE SUBDIVIDER 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
SUBDIVISION.

BY: _____
REGISTERED PROFESSIONAL ENGINEER

BY: _____
OWNER SIGNATURE

NAME

TITLE

VILLAGE CERTIFICATE OF APPROVAL

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
_____, A.D. 20__

BY: _____
CHAIR

ATTEST: _____
PLAN COMMISSION SECRETARY

APPROVED BY THE VILLAGE BOARD OF TRUSTEES AT A MEETING HELD
_____, A.D. 20__

BY: _____
MAYOR

ATTEST: _____
VILLAGE CLERK

APPROVED BY THE VILLAGE ENGINEER

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

VILLAGE ENGINEER _____

APPROVED BY THE VILLAGE COLLECTOR

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

VILLAGE COLLECTOR _____

DEED OF DEDICATION

I, THE UNDERSIGNED, _____, THE _____ OF
MJR/SOUTHPOINT REAL ESTATE HOLDING COMPANY, LLC, OWNER OF THE REAL ESTATE
SHOWN AND DESCRIBED HEREIN, DO HEREBY LAY OFF, PLAT AND SUBDIVIDE SAID REAL
ESTATE IN ACCORDANCE WITH THE WITHIN PLAT. THIS SUBDIVISION SHALL BE KNOWN AND
DESIGNATED AS MJR SOUTHPOINT RESUBDIVISION, AN ADDITION TO THE VILLAGE OF
ARLINGTON HEIGHTS, COOK COUNTY. ALL STREETS AND ALLEYS AND PUBLIC OPEN
SPACES SHOWN AND NOT HERETOFORE DEDICATED ARE HEREBY DEDICATED TO THE
PUBLIC. FRONT AND SIDE YARD BUILDING SETBACK LINES ARE ESTABLISHED AS SHOWN
ON THIS PLAT, BETWEEN WHICH LINES AND THE PROPERTY LINES OF THE STREETS.
THERE SHALL BE ERECTED OR MAINTAINED NO BUILDING OR STRUCTURE. THERE ARE
STRIPS OF GROUND, 5, 10, AND 20 FEET IN WIDTH, AS SHOWN ON THIS PLAT AND MARKED
"EASEMENT" RESERVED FOR THE USE OF PUBLIC UTILITIES FOR THE INSTALLATION OF
WATER AND SEWER MAINS, POLES, DUCTS, LINES AND WIRES, SUBJECT AT ALL TIMES TO
THE PROPER AUTHORITIES AND TO THE EASEMENT HEREIN RESERVED. NO PERMANENT
OR OTHER STRUCTURES ARE TO BE ERECTED OR MAINTAINED UPON THESE STRIPS OF
LAND, BUT OWNERS OF LOTS IN THIS SUBDIVISION SHALL TAKE THEIR TITLES SUBJECT TO
THE RIGHTS OF THE PUBLIC UTILITIES, AND TO THE RIGHTS OF THE OWNERS OF OTHER
LOTS IN THIS SUBDIVISION.

THE FOREGOING COVENANTS (OR RESTRICTIONS), ARE TO RUN WITH THE LAND AND
SHALL BE BINDING ON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM UNTIL
JANUARY 1, 2051, AT WHICH TIME SAID COVENANTS (OR RESTRICTIONS) SHALL BE
AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN YEARS UNLESS
INDICATED OTHERWISE BY NEGATIVE VOTE OF A MAJORITY OF THE THEN OWNERS OF THE
BUILDING SITES COVERED BY THESE COVENANTS (OR RESTRICTIONS), IN WHOLE OR IN
PART, WHICH SAID VOTE WILL BE EVIDENCED BY A PETITION IN WRITING SIGNED BY THE
OWNERS AND DULY RECORDED. INVALIDATION OF ANY ONE OF THE FOREGOING
COVENANTS (OR RESTRICTIONS) BY JUDGMENT OR COURT ORDER SHALL IN NO WAY
AFFECT ANY OF THE OTHER VARIOUS COVENANTS (OR RESTRICTIONS), WHICH SHALL
REMAIN IN FULL FORCE AND EFFECT.

THE RIGHT TO ENFORCE THESE PROVISIONS BY INJUNCTION, TOGETHER WITH THE RIGHT
TO CAUSE THE REMOVAL, BY DUE PROCESS OF LAW, OF ANY STRUCTURE OR PART
THEREOF ERECTED OR MAINTAINED IN VIOLATION, IS HEREBY DEDICATED TO THE PUBLIC,
AND RESERVED TO THE SEVERAL OWNERS OF THE SEVERAL LOTS IN THIS SUBDIVISION
AND TO THEIR HEIRS AND ASSIGNS.

WITNESS OUR HANDS AND SEALS THIS ____ DAY OF _____, A.D. 20__.

STATE OF ILLINOIS }
COUNTY OF COOK } ss

BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY AND STATE

AFORESAID, PERSONALLY APPEARED _____, THE

_____ OF MJR/SOUTHPOINT REAL ESTATE HOLDING COMPANY, LLC,
ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT AS HIS OR HER
VOLUNTARY ACT AND DEED, FOR THE PURPOSES THEREIN EXPRESSED.

WITNESS MY HAND AND NOTARIAL SEAL THIS ____ DAY OF 20 ____.

NOTARY PUBLIC _____

MORTGAGEE CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF COOK } ss

_____, AS MORTGAGEE, UNDER THE PROVISIONS OF A CERTAIN
PRINT MORTGAGEE NAME _____

MORTGAGE DATED _____, A.D., 20__ AND RECORDED IN THE RECORDER'S OF DEEDS

OFFICE OF _____ COUNTY, ILLINOIS ON THE _____ DAY OF

_____, A.D., 20__ AS DOCUMENT NO. _____, HEREBY
MONTH _____ YEAR _____

CONSENTS TO AND APPROVES THE SUBDIVISION OF THE LAND AND THE GRANTING OF THE
EASEMENT(S) DEPICTED HEREON.

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

PRINT MORTGAGEE NAME: _____

BY: _____ ATTEST: _____

ITS: _____ ITS: _____

NOTARY'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF COOK } ss

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

(NAME) _____ (TITLE) _____

OF _____ AND (NAME) _____

(TITLE) _____ OF
WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED
TO THE FOREGOING INSTRUMENT AS SUCH

(TITLE) _____ AND (TITLE) _____ RESPECTIVELY,
APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND
DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND AS THE FREE
AND VOLUNTARY ACT

OF SAID _____, AS MORTGAGEE, FOR THE USES AND PURPOSES THEREIN
SET FORTH.

GIVEN UNDER MY HAND AND SEAL

THIS ____ DAY OF _____, 20__.

NOTARY PUBLIC _____

COOK COUNTY STAMP



ILLINOIS DEPARTMENT OF TRANSPORTATION CERTIFICATE

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

JOSE RIOS, P.E.
REGION ONE ENGINEER

PROFESSIONAL AUTHORIZATION

STATE OF ILLINOIS }
COUNTY OF COOK } ss

I, STEVEN BARCZAK, A PROFESSIONAL LAND SURVEYOR OF THE STATE OF ILLINOIS, LICENSE
NUMBER 035-003269, DO HEREBY AUTHORIZE THE VILLAGE OF ARLINGTON HEIGHTS, COOK
COUNTY, ILLINOIS, ITS STAFF OR AUTHORIZED AGENT, TO PLACE THIS DOCUMENT OF
RECORD IN THE COUNTY RECORDER'S OFFICE IN MY NAME AND IN COMPLIANCE WITH THE
ILLINOIS STATUTES CHAPTER 104 PARAGRAPH 2, AS AMENDED.

DATED AT SCHAUMBURG, ILLINOIS, THIS 23 DAY OF JUNE _____, A.D., 2026

STEVEN BARCZAK
ILLINOIS LICENSED PROFESSIONAL LAND SURVEYOR
NUMBER 035.003269, EXPIRES NOVEMBER 30, 2026



SURVEYORS CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF COOK } ss

I, STEVEN BARCZAK, HEREBY CERTIFY THAT I AM AN ILLINOIS PROFESSIONAL LAND
SURVEYOR IN COMPLIANCE WITH THE LAWS OF THE STATE OF ILLINOIS AND THAT THIS
PLAT CORRECTLY REPRESENTS THAT ALL MONUMENTS AND MARKERS SHOWN HEREON
ACTUALLY EXIST, AND THAT I HAVE ACCURATELY SHOWN THE MATERIALS THAT THEY ARE
MADE OF AND THAT I HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING PROPERTY:

THOSE PARTS OF LOT 58, LOTS 59 AND 60 AND PART OF LOT 61 IN C.A. GOELZ'S ARLINGTON
HEIGHTS GARDENS SUBDIVISION AND PARTS OF LOT 2 AND 3 IN THE CUB ADDITION
SUBDIVISION AND PART OF VACATED PRAIRIE AVENUE, ALL IN THE NORTHEAST QUARTER
OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN,
DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF JANE AVE.
RECORDED AS DOCUMENT NUMBER 92512223 AND THE SOUTHWESTERLY LINE OF LOT 3 IN
SAID CUB ADDITION; THENCE NORTH 47 DEGREES 48 MINUTES 11 SECONDS WEST ALONG
SAID SOUTHWESTERLY LINE, 395.24 FEET; THENCE NORTH 42 DEGREES 11 MINUTES 49
SECONDS EAST, 62.50 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 12 SECONDS EAST,
305.66 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 48 SECONDS WEST, 22.79 FEET;
THENCE NORTH 89 DEGREES 58 MINUTES 12 SECONDS EAST, 120.14 FEET; THENCE SOUTH
00 DEGREES 01 MINUTES 48 SECONDS EAST, 0.33 FEET; THENCE NORTH 89 DEGREES 58
MINUTES 12 SECONDS EAST, 204.61 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 48
SECONDS EAST, 318.75 FEET TO THE NORTH LINE OF SAID JANE AVENUE; THENCE
CONTINUING ALONG SAID NORTH LINE THE FOLLOWING FIVE COURSES: THENCE NORTH 89
DEGREES 41 MINUTES 42 SECONDS WEST, 147.58 FEET; THENCE NORTHWESTERLY ALONG
A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 75.00 FEET, AN ARC LENGTH
OF 54.84 FEET, AND A CHORD BEARING NORTH 68 DEGREES 44 MINUTES 57 SECONDS
WEST, 53.63 FEET; THENCE NORTH 47 DEGREES 48 MINUTES 11 SECONDS WEST, 38.75
FEET; THENCE WESTERLY ALONG A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF
72.00 FEET, AN ARC LENGTH OF 113.09 FEET, AND A CHORD BEARING SOUTH 87 DEGREES
11 MINUTES 49 SECONDS WEST, 101.82 FEET; THENCE SOUTH 42 DEGREES 11 MINUTES 49
SECONDS WEST, 77.07 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING AN AREA OF 163,307 SQ. FT. OR ± 3.749 ACRES

I FURTHER CERTIFY THAT:

1. THE PROPERTY HEREON DESCRIBED IS SITUATED WITHIN ZONE "X", AREA OF MINIMAL
FLOOD HAZARD, AS SHOWN ON THE FLOOD INSURANCE RATE MAP (FIRM) COOK COUNTY,
ILLINOIS, COMMUNITY PANEL NUMBER 201 OF 832, MAP NUMBER 17031C0201 J, WITH AN
EFFECTIVE DATE OF AUGUST 19, 2008, AS PUBLISHED BY THE FEDERAL EMERGENCY
MANAGEMENT AGENCY.
2. THIS SUBDIVISION IS WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF ARLINGTON
HEIGHTS, COOK COUNTY, ILLINOIS.
3. ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
4. THE ATTACHED PLAT IS A CORRECT REPRESENTATION OF SAID SURVEY AND
SUBDIVISION.
5. WITH THE PREPARATION OF THIS PLAT, THERE HAS BEEN NO CHANGE IN ACCESS TO
RAND ROAD.

DATED AT SCHAUMBURG, ILLINOIS, THIS 23 DAY OF JUNE _____, A.D., 2026

STEVEN BARCZAK
ILLINOIS LICENSED PROFESSIONAL LAND SURVEYOR
NUMBER 035.003269, EXPIRES NOVEMBER 30, 2026



SEND TAX BILL TO:
MJR/SOUTHPOINT REAL ESTATE
HOLDING COMPANY, LLC
1622 WILLOW ROAD, SUITE 201
NORTHFIELD, IL 60093

LOT 1 ALSO DESCRIBED AS:

THAT PART OF LOT 2 AND LOT 3 IN THE CUB ADDITION, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL
MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF JANE AVE. RECORDED AS DOCUMENT NUMBER 92512223 AND THE SOUTHWESTERLY LINE OF LOT 3 IN SAID CUB ADDITION; THENCE NORTH
47 DEGREES 48 MINUTES 11 SECONDS WEST ALONG SAID SOUTHWEST LINE, 395.24 FEET; THENCE NORTH 42 DEGREES 11 MINUTES 49 SECONDS EAST, 62.50 FEET; THENCE NORTH 89 DEGREES 58 MINUTES
12 SECONDS EAST, 305.66 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 48 SECONDS WEST, 22.79 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 12 SECONDS EAST, 11.77 FEET TO THE WEST LINE OF LOT 60
OF C.A. GOELZ'S ARLINGTON HEIGHTS GARDENS SUBDIVISION PER DOCUMENT LR3809529; THENCE SOUTH 00 DEGREES 01 MINUTES 11 SECONDS EAST ALONG THE WEST LINES OF LOTS 59 AND 60 OF SAID
SUBDIVISION, 265.12 FEET TO THE NORTH LINE OF JANE AVENUE AS DEDICATED PER DOCUMENT 92512223; THENCE ALONG SAID NORTH LINE, BEING A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF
72.00 FEET, AN ARC LENGTH OF 19.53 FEET, AND A CHORD BEARING SOUTH 49 DEGREES 58 MINUTES 15 SECONDS WEST, 19.47 FEET; THENCE SOUTH 42 DEGREES 11 MINUTES 49 SECONDS WEST ALONG SAID
NORTH LINE, 77.07 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXCEPT THAT PART DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF JANE AVE. RECORDED AS DOCUMENT NUMBER 92512223 AND THE SOUTHWESTERLY LINE OF LOT 3 IN SAID CUB ADDITION; THENCE NORTH
47 DEGREES 48 MINUTES 11 SECONDS WEST ALONG SAID SOUTHWEST LINE, 395.24 FEET; THENCE NORTH 42 DEGREES 11 MINUTES 49 SECONDS EAST, 106.33 FEET; THENCE ALONG A CURVE CONCAVE TO THE
NORTHEAST, HAVING A RADIUS OF 82.50 FEET, AN ARC LENGTH OF 47.94 FEET, AND A CHORD BEARING NORTH 16 DEGREES 40 MINUTES 01 SECONDS WEST, 47.27 FEET; THENCE NORTH 00 DEGREES 01 MINUTES
06 SECONDS WEST, 57.17 FEET; THENCE ALONG A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 6.50 FEET, AN ARC LENGTH OF 10.21 FEET, AND A CHORD BEARING NORTH 45 DEGREES 01
MINUTES 06 SECONDS WEST, 9.19 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 54 SECONDS WEST, 1.42 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 06 SECONDS WEST, 100.30 FEET; THENCE NORTH 89
DEGREES 58 MINUTES 12 SECONDS EAST, 31.31 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 48 SECONDS WEST, 22.79 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 12 SECONDS EAST, 11.77 FEET TO THE
WEST LINE OF LOT 60 OF C.A. GOELZ'S ARLINGTON HEIGHTS GARDENS SUBDIVISION PER DOCUMENT LR3809529; THENCE SOUTH 00 DEGREES 01 MINUTES 11 SECONDS EAST ALONG THE WEST LINES OF LOTS 59
AND 60 OF SAID SUBDIVISION, 265.12 FEET TO THE NORTH LINE OF JANE AVENUE AS DEDICATED PER DOCUMENT 92512223; THENCE ALONG SAID NORTH LINE, BEING A CURVE CONCAVE TO THE SOUTHEAST,
HAVING A RADIUS OF 72.00 FEET, AN ARC LENGTH OF 19.53 FEET, AND A CHORD BEARING SOUTH 49 DEGREES 58 MINUTES 15 SECONDS WEST, 19.47 FEET; THENCE SOUTH 42 DEGREES 11 MINUTES 49 SECONDS
WEST ALONG SAID NORTH LINE, 77.07 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CERTIFICATIONS

E. RAND ROAD & N. JANE AVENUE
ARLINGTON HEIGHTS, IL 60004

PREPARED FOR: MJR/SOUTHPOINT REAL ESTATE HOLDING COMPANY, LLC
1622 WILLOW ROAD, SUITE 201
NORTHFIELD, IL 60093

DRAWN BY: PROJECT:
AN 26-10005
CHECKED BY: SCALE:
SB N/A
DATE: SHEET #:
6/23/2026 2 OF 2
FILE NAME:
26-10005 SOUTHPOINT SUBDIVISION PLAT

REVISIONS

NO.	DATE	DESCRIPTION
1		
1		
1		
1		
1		

GSG CONSULTANTS, INC.
735 E. REMINGTON RD. SCHAUMBURG, IL 60173
TEL: +1630.994.2600 | WWW.GSG-CONSULTANTS.COM
ILLINOIS PROFESSIONAL DESIGN FIRM# 164-002652



THIS DOCUMENT WAS
PREPARED BY AND AFTER
RECORDING SHOULD BE
SENT TO:

Robert M. Wigoda, Esq.
Wigoda & Wigoda
150 North Wacker Drive
Suite 2525
Chicago, Illinois 60606



2017608084

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EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

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**CONSTRUCTION, OPERATION AND
RECIPROCAL EASEMENT AGREEMENT**

This Construction, Operation and Reciprocal Easement Agreement (this “OEA”) is made as of the 15th day of June 2020 (the “Date of Agreement”), by and among, 600 Rand Rd, LLC, an Illinois Limited Liability Company (“Party 1”), MJR/Southpoint Real Estate Holding Company, LLC, an Illinois limited liability company (“Party 2”), TJ Chicago Properties, LLC, an Illinois limited liability company (“Party 3”), Nare Southpoint, LLC, an Illinois limited liability company corporation (“Party 4”), Ron B. Wynn Living Trust dated December 10, 2013 (“Party 5”), and Konvin Associates Limited Partnership, an Illinois limited partnership (“Party 6”).

RECITALS:

A. The Parties (as hereinafter defined) are the title holders of certain lands in Arlington Heights, Illinois, as follows:

- a. Party 1 is the owner of approximately 8.8808 acres as more particularly described in Exhibit A, Part 1 (the “Party 1 Parcel”).
- b. Party 2 is the owner of approximately 7.8167 acres as more particularly described in Exhibit A, Part 2 (the “Party 2 Parcel”).
- c. Party 3 is the owner of certain land consisting of approximately 6.9648 acres as more particularly described in Exhibit A, Part 3 (the “Party 3 Parcel”).
- d. Party 4 is the owner of approximately 1.9553 acres as more particularly described in Exhibit A, Part 4 (the “Party 4 Parcel”).

- e. Party 5 (Chili's) is the owner of approximately 0.4213 acres as more particularly described in Exhibit A, Part 5 (the "Party 5 Parcel").
- f. Party 6 (Olive Garden) is the owner of approximately 1.8533 acres as more particularly described in Exhibit A, Part 6 (the "Party 6 Parcel").

B. The Party 1 Parcel, Party 2 Parcel, Party 3 Parcel, Party 4 Parcel, Party 5 Parcel, and Party 6 Parcel are hereinafter collectively referred to as the "Shopping Center Parcel," each of which is depicted on Exhibit B and more particularly located as shown on the plats of survey attached hereto as Exhibit C.

C. Collectively the Parties (or their predecessors) have developed the Shopping Center Parcel and continue to operate it as a first-class regional shopping center (the "Shopping Center").

D. In effort to operate the Shopping Center as a cohesive commercial development, the Shopping Center Parcel, or certain parts within it, are governed by and subject to the below listed documents (the "Existing Governing Documents") which create certain rights, privileges, obligations, duties, easements, restrictions, and covenants upon the Parcels (as hereinafter defined):

- a. Construction, Operation, Maintenance, and Reciprocal Easement Agreement dated March 13, 1990 and recorded May 4, 1990 as Document 90206325;
- b. Declaration of Easement and Covenant for Maintenance, Operation and Repair of Private Roadways, Utilities, Traffic Signals and Water Detention Basin dated April 21, 1983 and recorded May 13, 1984 as document number 27089856;
- c. Declaration of Protective Covenants, Restrictions and Easements dated January 1, 1988 and recorded February 1, 1988 as document number 88046282;
- d. First Amendment to Declaration of Protective Covenants, Restrictions and Easements dated August 31, 1988 and recorded September 9, 1988 as document number 88409221;
- e. Declaration of Restrictive Covenants dated December 7, 1988 and recorded January 20, 1989 as document number 89033626;
- f. Use Restrictions Agreement and dated September 11, 2007 and recorded September 11, 2007 as document number 0725434101; and
- g. Operation, Maintenance and Easement Agreement dated August 15, 2017 and recorded August 18, 2017 as document number 1723022066.

E. The Parties believe that it is in their best interests to terminate the Existing Governing Documents and desire to restate the rights, privileges, obligations, duties, easements, restrictions, and covenants governing the Parcels as set forth herein.

Now, therefore, for good and valuable consideration, including the mutual promises, covenants and agreements herein contained, the Parties agree as follows:

Article 1. Definitions

As used in this OEA, the following terms have the following meanings:

1.1 *5,000 SF Health Club*. “5,000 SF Health Club” means a fitness center, health club, or exercise facility in excess of 5,000 Square Feet of enclosed floor space in any Building.

1.2 *5,000 SF Health Club Restriction*. “5,000 SF Health Club Restriction” shall have the meaning set forth in Section 8.4(l).

1.3 *Access Roads*. “Access Roads” means all of those roads providing ingress to and egress from the Ring Road (as hereinafter defined) on the Shopping Center Parcel to the existing and proposed public streets, and which roads are designated on Exhibit D as Access Roads.

1.4 *Applicable Laws*. “Applicable Laws” means any and all applicable laws, ordinances, rules, and regulations of all state, federal, local governments, and any other government or quasi-governmental agencies or authorities, having jurisdiction over the Shopping Center, Shopping Center Parcel, Parcels, or Parties, as applicable.

1.5 *Building*. “Building” or “Buildings” shall mean the building or other erected structures on a Parcel.

1.6 *Business Day*. “Business Day” or “Business Days” means any day other than a Saturday, Sunday, or any day on which the Federal Reserve Bank of Chicago is closed. Whenever any action must be taken or a date by which it may be taken, including, but not limited to, the performance of any obligation, the giving of notice, or the delivery of documents, under this OEA during a certain period of time or by a particular date that ends or occurs on a non-Business Day, then such period or date shall be extended until the next following Business Day.

1.7 *Common Area*. “Common Area” means all areas within the boundaries of the Shopping Center Parcel that pursuant to this OEA are, or are designated and intended to be, constructed, installed, or improved, and available for the non-exclusive use, convenience and benefit of all Occupants (as hereinafter defined). Among other things, Common Area includes by way of illustration and not of limitation: (a) Access Roads and the Ring Road; (b) the Parking Area (as hereinafter defined); (c) the Shopping Center sign areas and signs (d) sidewalks and walkways, including Perimeter Sidewalks (as hereinafter defined); (e) landscaped and planted areas (including the irrigation system therefor); (f) drainage retention areas; (g) all curbs, lighting standards, traffic and directional signs, traffic striping and markings located within the Shopping Center; (h) Common Utility Facilities (as hereinafter defined); (i) retaining walls and grade separations (other than any portion of a retaining wall which is an integral part of a Building or the Truck Facilities (as hereinafter defined) serving the Floor Area (as hereinafter defined) of any Parcel; (j) bus stops and shelters; and (k) bike racks. Common Area does not include any Buildings, land upon which Buildings are located, or Truck Facilities exclusively serving the Floor Area of any Party’s Parcel. Any Common Area which includes any portion of Permissible Building Area shall cease to be Common Area at the time that any Party begins construction on such Permissible

Building Area, so long as such construction is otherwise in compliance with this OEA.

1.8 *Common Area Maintenance Cost.* “Common Area Maintenance Cost” means the costs to maintain the Common Area, and all other costs associated with the operation of the Shopping Center which are to be borne collectively by the Parties. Each Party shall be responsible for Common Area Maintenance cost on a Proportionate Basis.

1.9 *Common Utility Facilities.* “Common Utility Facilities” means all storm drainage facilities, including, but not limited to, the Retention Pond (as hereinafter defined), sanitary sewer systems, natural gas systems (if any), water systems, fire protection installations, electrical power systems, television cable systems, if any, traffic lights which are not owned and maintained by the Village of Arlington Heights, if any, telephone systems, and security systems situated on the Shopping Center Parcel, except as to any located within five (5) feet of any Party’s exterior Building wall and which exclusively serve such Party’s Improvements (as hereinafter defined).

1.10 *Condemnation.* “Condemnation” means (a) the permanent taking of all or any part of the Shopping Center Parcel or the possession thereof under the power of eminent domain; or (b) the voluntary sale of all or any part of the Shopping Center Parcel to any Person having the power of eminent domain, provided that such portion of the Shopping Center Parcel is then under the actual and imminent threat of eminent domain.

1.11 *Condemnation Date.* “Condemnation Date” means the date when possession of a condemned Parcel (or any part thereof) is taken or given by or to the condemning authority.

1.12 *Construction.* “Construction” means any construction performed under this OEA, including, but not limited to, construction, alterations, additions, repair, maintenance, replacement, rebuilding, demolition, and razing permitted or required under this OEA.

1.13 *Construction Plans.* “Construction Plans” means any plans and specifications for the construction of Improvements (as hereinafter defined) or renovations of existing Improvements under this OEA.

1.14 *Existing Governing Documents.* “Existing Governing Documents” shall have the meaning set forth hereinbefore.

1.15 *Date of Agreement.* “Date of Agreement” shall have the meaning set forth hereinbefore.

1.16 *Existing Use.* “Existing Use” means any use (i) being conducted by a current occupant or successor occupant, or (ii) permitted pursuant to any lease in effect, as of the Date of Agreement, with respect to any Parcel or portion thereof.

1.17 *Floor Area.* “Floor Area” means, from time to time, the aggregate of the actual number of Square Feet of enclosed floor space in any Building, or other designated portion thereof, located on the Shopping Center Parcel, exclusively appropriated for use by a Party or Tenant and not part of Common Area, whether or not actually occupied. Floor Area shall be measured from the exterior faces of the exterior walls (including basement walls), except that where party and interior common walls are involved, Floor Area shall be measured from the center thereof instead

of from the exterior faces thereof.

(a) Notwithstanding the foregoing provisions of this Section, Floor Area shall not include space designed and used for:

- (i) The second or higher levels of any multi-deck stock areas;
- (ii) Mechanical, electrical, telephone, air conditioning and similar equipment, including any computer equipment, not used for sale or lease to third persons but used solely for the occupying Party or Tenant; any garbage (or other waste) collecting area or waste baling or compacting area; escalators, elevators and stairwells; penthouses; or any plenum area which may be created by extending an upper level roof line from the Building wall to an outside parapet wall so long as such plenum area is not used for any purposes whatsoever, other than for the hanging or servicing of mechanical equipment;
- (iii) The Shopping Center's management and security offices, or similar offices used exclusively for the benefit of Occupants of the Shopping Center;
- (iv) Common Area Maintenance (as hereinafter defined) office and equipment storage areas used exclusively for the storage of maintenance and promotional equipment, supplies and materials for Common Area Maintenance and promotions for the Shopping Center;
- (v) Emergency service and fire corridors between fire resistant walls required by building codes and not contained within any area exclusively appropriated for the use of any single Party or Tenant; and
- (vi) Truck Facilities.

(b) Upon the completion of any material razing, rebuilding, repairing, or replacement of any Building, the Party owning such applicable Parcels shall certify to the other Parties and Manager the number of Square Feet of Floor Area on such Parcel and in such Buildings, which certification shall be based on a determination by a licensed architect.

1.18 *Improvements*. "Improvements" means the Building and any other improvements located upon a given Parcel.

1.19 *Lease*. "Lease" means any lease, deed or, other instrument or arrangement in writing (other than this OEA) whereby a Tenant acquires rights to use or occupy Floor Area.

1.20 *Majority of the Parties*. "Majority of the Parties" means Parties owning at least eighty percent (80%) of the total Square Footage.

1.21 *Manager*. "Manager" means the Party or Persons, who may, but need not, be a Party, designated by the Majority of the Parties to oversee the operation of the Shopping Center

on behalf of the Parties in accordance with this OEA.

1.22 *Manager's Rights and Duties.* "Manager's Rights and Duties" means the obligations and duties imposed, and Rights conferred, upon Manager in this OEA, such obligations and duties being referred to individually at "Manager's Duties," and such rights being referred to individually at "Manager's Rights."

1.23 *Memorandum of Ownership.* "Memorandum of Ownership" means the draft document attached hereto as Exhibit E or the recorded version thereof.

1.24 *Mortgage.* "Mortgage" means a mortgage, deed of trust, or other instrument securing a loan.

1.25 *Occupant.* "Occupant" or "Occupants" means each Party, Tenant (as hereinafter defined), Permittee (as hereinafter defined), or any other Person legally entitled to use and occupy Floor Area within the Shopping Center, or one (1) or more of them, as the context may require.

1.26 *Parcel.* "Parcel" or "Parcels" means the Party 1 Parcel, Party 2 Parcel, Party 3 Parcel, Party 4 Parcel, Party 5 Parcel, Party 6 Parcel or any combination or portions thereof, as the context may require, or any other real estate which may become subject to this OEA in the future. Whenever this OEA refers to a transfer, conveyance, sale, lease, sublease, or mortgage of a Party's Parcel and such Party is not the fee owner of such Parcel, the term "Parcel" shall mean such Party's leasehold interest in such Parcel.

1.27 *Parking Area.* "Parking Area" means all areas in the Shopping Center which are set apart or used from time to time for automobile and other vehicle traffic and parking, including, without limitation, traffic lanes, aisles, and roadways (including, but not limited to, the Ring Road and Access Roads) and curbs adjacent thereto; vehicle parking stalls; pedestrian walkways (other than Perimeter Sidewalks); grade separations, including retaining walls (other than retaining walls which are an integral part of a Party's Building or the Truck Facilities serving the Floor Area of any Party's Parcel; landscaped areas (other than those located in the area located from the back of the curb nearest any Party's Building(s) and a Party's Building); lighting standards; and traffic and directional signals and all amenities relating thereto. Parking Area does not include Truck Facilities or any customer drop-off or pick-up area for the exclusive benefit of any one Party. The Parking Area shall be deemed to be Common Area.

1.28 *Party.* A "Party" means either Party 1, Party 2, Party 3, Party 4, Party 5, or Party 6 and "Parties" means multiple or all of the foregoing, or any successor Person(s) acquiring the leasehold or fee interest, as the case may be, of a Party in or to any portion of such Party's Parcel.

1.29 *Perimeter Sidewalks.* "Perimeter Sidewalks" means those sidewalk areas within the area from the back of the curb line (the line at the edge of each sidewalk, which line runs between the curb and each such sidewalk area), to the landscaped areas immediately adjoining the perimeters of each Party's Building(s) or to the perimeter of each Party's Building(s), as the context may appropriately require; provided, however, that sidewalks and curbs adjoining or on retaining walls or berms within grade changes shall not be considered Perimeter Sidewalks.

1.30 *Permissible Building Area.* "Permissible Building Area" means, the area(s) (i)

designated as such by the cross-hatched shading on Exhibit F, and (ii) the Building Area square footage set forth on the Parcel/Lot/Building Schedule included thereon, within which a Building has been or is permitted to be constructed, as hereinafter more fully provided.

1.31 *Permittees.* “Permittees” means the respective officers, directors, employees, agents, partners, contractors, customers, visitors, invitees, licensees and concessionaires of any Party or Tenant.

1.32 *Person.* “Person” or “Persons” means individuals, partnerships, associations, corporations and any other form of business organization, or one or more of them, as the context may require.

1.33 *Proportionate Basis.* “Proportionate Basis” means the fraction (expressed as a percentage) determined from time to time, and as applicable to each Party, by dividing the amount of Square Footage of a given Parcel by the amount of Square Footage in the Shopping Center 27.8922 acres (approximately 1,214,984 Square Feet). Proportionate Basis shall be recalculated if the Square Footage of any Parcel is modified or as may otherwise be reasonably required. Notwithstanding anything else to the contrary, the Square Footage of the Retention Pond shall be excluded from the calculation of Proportionate Basis (for both the Shopping Center Square Footage and for the Square Footage of the Parcel which includes the Retention Pond), such that the Shopping Center Square Footage for the calculation of Proportionate Basis is approximately 1,113,102 Square Feet.

1.34 *Retention Pond.* “Retention Pond” means the area(s) designated as such on Exhibit C. The Retention Pond shall be deemed to be 101,882 square feet.

1.35 *Ring Road.* “Ring Road” means the area designated as such on Exhibit D.

1.36 *Shopping Center.* “Shopping Center” shall have the meaning set forth hereinbefore.

1.37 *Shopping Center Parcel.* “Shopping Center Parcel” shall have the meaning set forth hereinbefore.

1.38 *Square Footage.* “Square Footage” or “Square Feet” means the number of square feet in a given Parcel, Shopping Center, or other given area.

1.39 *Tenant.* “Tenant” or “Tenants” means one or multiple Persons, as the case may be, who is a party to a Lease with a Party.

1.40 *Truck Facilities.* Truck Facilities are those areas designated as such on Exhibit C and to be used exclusively for shipping and receiving and truck accommodation in connection therewith, including:

- (a) Truck docks, open or enclosed, and ramps and approaches thereto;
- (b) Areas constructed for truck loading, unloading, parking or turn-arounds;

and

- (c) Trash compactor areas.

Article 2. Easements

2.1 *Definitions and Documentation.* For purposes of this Article, the following will apply:

(a) Unless expressly stated otherwise, all rights, privileges, and easements granted herein to any Party (the “Grantee”) are nonexclusive and in common with the Party granting such rights, privileges, or easements (the “Grantor”), and are irrevocable and for the benefit of each of the Parties hereto and their respective successors and assigns as owners of their respective Parcels.

(b) All easements granted hereunder shall exist by virtue of this OEA, without the necessity of confirmation by any other document. Likewise, upon the termination of any easement (in whole or in part) or its release in respect of all or any part of any Parcel, the same shall be deemed to have been terminated or released without the necessity of confirmation by any other document. However, upon the request of any other Party, each Party will sign and acknowledge a commercially reasonable document memorializing the existence (including the location and any conditions), or the termination (in whole or in part), or the release (in whole or in part), as the case may be, of any easement.

2.2 *Easements for Common Areas (Other than Common Utility Facilities, Access Roads, and the Ring Road).*

(a) Each Party hereby grants to each of the other Parties easements in the Common Areas on its (Grantor’s) Parcel (other than the Ring Road and the Access Road portions thereof referred to in Section 2.3 and the Common Utility Facilities referred to in Section 2.4) for the benefit of each Grantee’s Parcel for:

- (i) ingress to and egress from the Grantee’s Parcel; and
- (ii) circulation, passage, and parking of vehicles, subject to Article 7; and
- (iii) circulation, passage and accommodation of pedestrians; provided, however, that such easements are limited to such portions of the Common Area of the Grantor’s Parcel as are herein or hereafter set aside, required, and authorized for such use pursuant to this OEA.

(b) Each Party hereby reserves the right to eject or cause to be ejected from such portions of the Common Area on its Parcel any Persons not authorized, empowered, or privileged to use the same. In addition, each Party reserves the right to close off the Common Area of its Parcel (other than Common Utility Facilities) for such reasonable periods of time as may be legally necessary to prevent the acquisition of prescriptive rights by anyone; provided, however, before closing off any part of the Common Area as provided above, such Party must give notice to each of the other Parties of its intention to do so and must coordinate its closing with the activities of the other Parties so that no unreasonable interference with the operation of the Shopping Center occurs.

(c) The easements provided for in this Section 2.2 are subject to the rights to use such portions of the Common Area for other purposes provided for in this OEA; however, except as otherwise provided in this OEA, no changes, other than immaterial changes or changes made in accordance with this OEA, shall be made in the Common Area or in location or design of Common Areas prior to the termination of the easements granted pursuant to this Section 2.2.

(d) Notwithstanding any other provision hereof, the easements granted under this Section 2.2 shall terminate on the date of expiration or earlier termination of this OEA; provided, however, that any such easement granted in or in favor of a Parcel which is excluded from the operation and effect of this OEA pursuant to Article 11 hereof shall terminate as to said Parcel on the date it is so excluded, unless otherwise provided to the contrary in said Article.

2.3 *Easements for Access Roads and Ring Road.* Each Party hereby grants to each of the other Parties, for the benefit of their respective Parcels, perpetual easements for pedestrian and vehicular traffic in those strips of land on its Parcel which are designated as Access Roads and Ring Road for the purpose of providing ingress to and egress from such respective Grantee's Parcel and the public roadway which intersects with or abuts any such Access Road, together with the following rights and subject to the following restrictions and reservations:

(a) Grantors of the Access Roads and Ring Road easements agree not to obstruct or interfere in any way with the free flow of pedestrian and vehicular traffic over the roadways which comprise the Access Roads and Ring Road, except to the extent reasonably necessary for repair and maintenance, traffic regulation and control, and to prevent a dedication thereof or the accrual of any rights to any other Person therein except as may expressly otherwise be provided in this OEA;

(b) In the event of exclusion by a Grantor of its Parcel from the operation and effect of this OEA pursuant to Article 11 hereof, after the date of such exclusion and upon not less than thirty (30) days' prior notice to the other Parties, Grantor shall have the right to change the location of all or any portion of the Access Road or Ring Road easements on its respective Parcel, provided (1) such relocation shall be made at the sole cost and expense of Grantor, (2) access for pedestrian and vehicular traffic is not unreasonably restricted or its enjoyment in any way materially impaired by such changes, (3) the quality of construction and the width of the relocated Ring Road or Access Road shall be substantially similar to the portion being relocated, (4) the relocation shall be carried out in such manner as to cause the least possible interference with the conduct or operation of business of the other Parties and Tenants during such relocation, (5) Grantor shall record a plan showing the location of the relocated portion of the Ring Road or Access Road, and (6) with the unanimous written approval from the Parties.

(c) If after the exclusion by a Party of its Parcel from the operation and effect of this OEA pursuant to Article 11 hereof, any Grantor shall fail to maintain and repair the Ring Road or the Access Road on its Parcel, any Grantee shall have the right to enter upon the Parcel of such Grantor for the purpose of maintaining and repairing said Ring Road and Access Road at Grantee's cost and expense. Any Grantee entering upon the Parcel of a Grantor to effect such maintenance and repair shall defend and save harmless Grantor from all loss, liability, cost or expense incurred in connection with Grantee's exercise of such right.

(d) The provisions of this Section 2.3 shall survive the exclusion by any Party of its Parcel from the operation and effect of this OEA.

(e) Each Party reserves the right to close off the Access Road or Ring Road on its Parcel in the same manner as provided in Section 2.2(b) as to Common Areas.

(f) The dimensions of the Access Road and Ring Road shall be no less than currently existing as of the Date of Agreement and as shown on Exhibit D.

2.4 *Easements for Common Utility Facilities.*

(a) Each Party hereby grants to each of the other Parties perpetual easements in its (Grantor's) Parcel, except within such Grantor's Permissible Building Area, for the installation, use, operation, maintenance, repair, enlargement, replacement, relocation, and removal of Common Utility Facilities serving the Parcel of Grantee at the locations reasonably approved by Grantor.

The Grantor of any easement under this Section 2.4 may relocate on its Parcel any Common Utility Facilities installed thereon under any easement granted by it, provided such relocation:

- (i) may be performed only after Grantor has given Grantee thirty (30) days' notice of its intention to relocate such facilities;
- (ii) shall not interfere with or diminish the utility services to Grantee; however, temporary interferences with and diminutions in utility services shall be permitted if:
 - (A) they occur during non-business hours of Grantee, and
 - (B) Grantor promptly reimburses Grantee for the actual cost, expense and loss incurred by Grantee as a result of such interferences or diminutions, or both;
- (iii) shall not reduce or unreasonably impair the usefulness or function of the facilities in question;
- (iv) shall not be relocated other than underground; and
- (v) shall be performed at the sole cost of Grantor, including required changes to the Common Utility Plan made by way of a supplement thereto executed and recorded by Grantor.

(b) Subject to Section 2.7 hereof, the provisions of this Section 2.4 shall survive the exclusion by any Party of its Parcel from the operation and effect of this OEA.

(c) It is understood and agreed that all utilities, other than transformers, electrical switch gear, fire hydrants, stand pipes, manhole covers, or a sanitary sewer lift station, located on the Shopping Center Parcel shall be underground.

(d) Any reasonable expenses or costs incurred by a Grantor under this Section 2.4 or the following Section 2.5 shall be reimbursed by Grantee within ten (10) days of a request for payment by Grantor.

(e) In the event any Party utilizes Common Utility Facilities to provide utility services to its Parcel and such Common Utility Facilities are capable of being separately metered, each Party benefitting from such Common Utility Facilities shall be obligated to install a submeter for such Common Utility Facilities or cause them to be relocated so the use of such Common Utility Facilities for such Parcel can be separately measured.

2.5 Construction Easements.

(a) Each Party hereby grants to each of the other Parties an easement to the extent required (in accordance with commercially reasonable construction practices) in the Common Area of its (Grantor's) Parcel and, when and where approved pursuant to Section 2.5(b), within the Permissible Building Area on its Parcel, for:

- (i) The performance of construction pursuant to this OEA, including, but not limited to, the installation, use, maintenance, repair, replacement, and removal of underground footings for the purpose of supporting permitted Improvements of Grantee which encroach upon the Parcel of Grantor. The right to use such easement shall exist only during that period of time that construction is proceeding in accordance with the terms of this OEA; and
- (ii) The use, maintenance, repair, and replacement of any permitted Improvements encroaching upon the Parcel of Grantor. The easement described in this Section 2.5(a)(ii) shall remain in existence so long as such permitted Improvements of the Grantee (or any restoration or replacement thereof made during the term of this OEA) remain in existence.

(b) The specific location and extent of all easements under this Section 2.5 shall be subject to the approval of the respective Grantor, which approval shall not be unreasonably withheld, conditioned, or delayed. The plans and specifications showing the Improvements specified above, together with a specific request by Grantee for approval of the location and extent of the encroachment on the Parcel of Grantor, shall be submitted to Grantor. Approval thereof by Grantor shall constitute designation by such Grantor of the portions of its Parcel to be used for easements and any such approval of Grantor shall not be unreasonably, withheld, conditioned, or delayed.

If requested by any Party, the Parties shall execute a commercially reasonable written easement agreement in recordable form evidencing the location of any easements granted under this Section 2.5.

Nothing in this Section 2.5 hereof imposes any obligation on any Party to restore or reconstruct all or any part of its Improvements beyond the termination of such restoration obligations as are otherwise contained in this OEA. In addition, nothing in this Section 2.5

prohibits any Party from demolishing its Improvements (other than such foundations and footings) after the time it is obligated to maintain the same under this OEA.

2.6 *Self-Help Easements.* To the extent any Party exercises rights of self-help granted herein, each Party hereby grants to each of the other Parties easement(s) in the Common Area of its (Grantor's) respective Parcel to do so.

2.7 *Abandonment of Easements.* The easements granted in this Section 2.3 and Section 2.4, or either or any part thereof, may be abandoned and terminated after the exclusion by a Party of its Parcel pursuant to Article 11 hereof from the operation and effect of this OEA or by non-use for a continuous period of three (3) years. If the then record owner of the Parcel burdened with such easement alleges such non-use, it shall give written notice of such to the Party holding title of the Parcel or Parcels benefited by such easement, stating its belief that such easement has been abandoned. If the Party holding title of the benefited Parcel or Parcels disputes the abandonment of such easement, it shall serve written notice of such dispute upon the owner of the burdened Parcel or Parcels within two (2) months of the receipt of notice of non-use. If the Party holding title of the benefited Parcel or Parcels shall not serve such notice of dispute upon the owner of the burdened Parcel or Parcels within such two (2) month period, said easement shall be conclusively deemed abandoned and terminated and the Parties thereto shall execute an appropriate instrument confirming said abandonment and termination, failing of which Grantor may apply for an appropriate judicial decree to said effect. In the event that the Party holding title shall serve such notice of dispute upon the Party holding title of the burdened Parcel or Parcels as required herein, such dispute may be resolved by the Party holding title of the burdened Parcel or Parcels by bringing the appropriate judicial action to have the easement declared abandoned.

2.8 *No Dedication of Easement and Benefit to Tenants.* Nothing contained in this Article, including the grant of any or all easements herein provided, shall be deemed to constitute a dedication of any Parcel, or any portion or portions thereof, to any governmental body or agency or to the general public, or be construed to create any rights in or for the benefit of any Tenant of any part of the Shopping Center Parcel, it being the intention of the Parties that this OEA shall be strictly limited to the purpose herein expressed. Manager or the Parties may, however, extend the benefit of the easements created by this Article to each of its Tenants, but such grant shall be subject to the provisions of Article 11 hereof. Notwithstanding the foregoing, Manager reserves the right to dedicate the Common Utility Facilities, or parts thereof, to any governmental unit, subject to fulfilling the same requirements set forth in Section 2.5(a) and obtaining approval from a Majority of the Parties.

2.9 *Right to Grant Private Easements and Easements to Utility Companies.* Subject to fulfilling the same requirements set forth in Section 2.5(a), nothing herein shall limit the right of any Party to grant easements to any governmental unit, public body, or utility company for the construction, installation, operation, maintenance, repair, relocation, modification, extension or alteration of sanitary sewers, storm drainage systems, fire protection installations, gas, water, television cable lines, if any, power and telephone lines, mains, and trunks in its Parcel (so long as such utility lines are installed underground and so long as such easement does not affect, limit, or interfere with any of the Common Utility Facilities or with the use of any Common Area for its intended purpose).

Article 3. New Construction, Alterations, and Additions to Improvements

3.1 *General Design.* All Construction Plans shall comply with this OEA and applicable governmental specifications, and shall provide for first-class materials and Buildings of at least the same quality as the presently existing regional shopping center in Chicago metropolitan area. No Building(s) may be located on the Shopping Center Parcel other than within the Permissible Building Areas. Within the limitations imposed by this Article 3, each Party's architect shall work with Manager and the other Parties so that the design and the exterior of all Improvements will blend harmoniously and attractively and provide the appearance of a unified, integrated center. In no event shall a multi-level parking facility be permitted to be constructed on any part of the Shopping Center except with the unanimous written approval from the Parties.

3.2 *Alterations and Renovations.* Each Party shall have the right to make, at its own cost and expense, such alterations to its Improvements as it deems necessary or advisable, including, without limitation, altering the exterior architectural appearance thereof and the inclusion of drive-through(s) within Permissible Building Area on its Parcel, so long as the same (a) is architecturally harmonious with the other Improvements on the Shopping Center Parcel, (b) will not result in a condition inconsistent with the Improvements as shown or provided for on Exhibit B and Exhibit C, (c) result in the elimination around its Building(s) of Perimeter Sidewalks of sufficient size and design to accommodate the safe and orderly movement of Occupants, and (d) is otherwise in compliance with this OEA, including, but limited to, Section 3.4.

3.3 *Additional Floor Area.* No Party may erect additions to its Buildings, except within the Permissible Building Area on its Parcel.

3.4 *Performance of Construction.* Each Party agrees to perform any construction (a) with due diligence and in a good and workmanlike manner, using new or first-class materials; (b) in full cooperation with each of the other Parties to the extent necessary to effect a unified, integrated shopping center development; (c) in accordance with all Applicable Laws; (d) only after having procured and paid for, so far as the same are required, all municipal and other governmental permits and authorizations of the various departments and governmental subdivisions having jurisdiction; (e) in accordance with the Construction Plans which are approved as required herein, and (e) in accordance with the terms and provisions of this OEA. Each Party in the performance of its construction shall not (i) cause any unnecessary or unreasonable increase in the cost of construction of the other Parties; (ii) unreasonably interfere with any other construction being performed on the Shopping Center Parcel; or (iii) unreasonably impair the use, occupancy, or enjoyment of the Shopping Center Parcel or any part thereof as permitted or contemplated by this OEA.

3.5 *Approval of Construction Plans.* Any Party proposing to perform construction on their Parcel or Parcels, or on any other portion of the Shopping Center Parcel, other than with respect to existing Improvements (including, but not limited to, their renovation or alteration) to which this Section 3.5 shall not apply, shall not commence any such construction until it has received the prior written confirmation of Manager that such proposed construction is compliant with this OEA, as further set forth herein. The confirmation process shall include the following:

- (i) The Construction Plans shall clearly indicate, at a minimum and in the

reasonable discretion of Manager, the exterior appearance, elevations (including proposed materials), locations, number of levels, height, size, and shape, of each Building, and landscaping plans, as such items are applicable.

- (ii) Manager shall deliver to each other Party one (1) complete set of such Construction Plans for the review of the other Parties within five (5) Business Days after Manager's receipt of such Construction Plans.
- (iii) Not later than ten (10) days after Manager distributes the Construction Plans to the Parties, each Party shall send notice to Manager of any questions or comments it may have with regard thereto. Manager and the Party submitting the Construction Plans shall work to provide reasonable responses to any such questions or comments promptly upon receipt of such questions or comments, and all Parties shall be made aware of any such responses and communications.
- (iv) Not later than twenty-five (25) days after Manager distributes the Construction Plans to the Parties, each Party shall submit to Manager their written confirmation or objection (specifying in detail the nature thereof as to the manner in which such proposed construction is not compliant with this OEA) of the proposed Construction Plans, which confirmation shall not be unreasonably withheld, conditioned, or delayed. The submitting Party, Manager, and other Parties shall work in good faith to review and discuss the Construction Plans and any objections thereto. Any Party that fails to timely notify Manager of its objection (along with the detail supporting such objection) within the foregoing period shall be deemed to have confirmed such Construction Plans.
- (v) Not later than thirty (30) days after Manager distributes the Construction Plans to the Parties, Manager shall provide either a written confirmation or denial of the proposed Construction Plans, which confirmation or denial shall be determined by the affirmative vote of a Majority of the Parties. Further, in the event of a denial of proposed Construction Plans, Manager's written notice thereof shall specify in detail the nature thereof.
- (vi) Any reasonable third party expenses or costs incurred by Manager for the review of Construction Plans under this Section 3.5 shall be reimbursed by the Party submitting such Construction Plans within ten (10) days of a request for payment by Manager.

3.6 *Safety Measures.* Each Party shall at all times take any and all safety measures reasonably required to protect (a) the other Parties, (b) all Occupants, and (c) all Improvements on the Shopping Center Parcel, from injury or damage caused by or resulting from the performance of its construction. To the extent that any construction is not substantially completed and the remaining construction to be performed or the existing conditions could reasonably be deemed to constitute a hazardous or unsightly condition for Occupants), then the Party undertaking such

construction shall erect or cause to be erected an adequate and sightly appearing construction barricade at least six (6) feet in height and substantially enclosing the area of its construction, and shall maintain such barricades until such construction shall have been substantially completed (to the extent necessary to remove such hazardous or unsightly condition, as aforesaid). Any vacant space in the Shopping Center will be attractively hidden from public view and, in addition, will cause, where possible, all Tenants and their respective contractors to keep all construction material within their respective leased premises and refrain from allowing accumulations of refuse.

3.7 *License for Construction and Maintenance.* The Parties (for the purposes of this Section 3.7, hereinafter "Licensee" or "Licensor," as the context requires) may require (in accordance with commercially reasonable construction practices) a temporary license to use portions of the respective Parcels of the Licensor, other than areas upon which Buildings and Truck Facilities, respectively, are located, for the purpose of performing construction required or permitted by this OEA, which such temporary license shall be granted by the Licensor pursuant to the provisions of this Section 3.7; provided, however, that if there are reasonable alternatives available to such prospective Licensee, other than the use of another Party's Parcel, no such license shall be granted. In no event shall any staging areas or haul roads be located on the Licensor's Parcel. In the event that the Licensee shall so require such temporary license, then not less than thirty (30) days prior to the commencement of any construction, the Licensee shall submit to Licensor for approval (which approval shall not be unreasonably withheld, conditioned, or delayed) a plan of the Parcel of the Licensor on which the Licensee shall have delineated those portions of such Parcel, other than the aforesaid areas upon which Buildings and the Truck Facilities, respectively, are located, for which the Licensee reasonably requires such temporary license. All construction performed under such temporary license shall be done with due diligence and in a manner as will cause the least interference with the Licensor's Parcel as is reasonably possible. During the period such license shall be in effect, the Licensee shall indemnify the Licensor as provided in Section 10.6 and shall provide a certificate of insurance to Licensor in a commercially reasonable for to be approved by Licensor, which approval shall not be unreasonably withheld, conditioned, or delayed, insurance including the Licensor as a named insured and covering such activities on the Licensor's Parcel. Upon the completion of any such construction, such temporary license shall terminate and the Licensee shall promptly restore the area or areas with respect to which such license existed to a condition substantially the same or better as that which existed prior to the time the Licensee commenced construction under the temporary license. The Licensee shall clear such area or areas of all loose dirt, debris and construction materials and shall restore any other portions of the Shopping Center Parcel which may have been damaged by the performance of such construction or use of such temporary license.

3.8 *Evidence of Compliance with Construction Requirements.* After it has completed any construction, each Party shall, within sixty (60) days after the request of Manager, deliver to Manager evidence that the construction has been completed in compliance with Applicable Laws. A permanent certificate of occupancy (or the equivalent thereof) issued by the governmental body having jurisdiction thereover shall be deemed satisfactory evidence of compliance with the requirements of this Article 3.

3.9 *Liens.* Any Party ordering or contracting for any services, labor, or materials, or suffering or permitting any lien for services, labor, or materials on its Parcel hereby agrees to indemnify, defend, and save harmless the other Parties from all loss, damage, liability, expense, or

claims whatsoever (including, but not limited to, reasonable attorneys' fees and other costs of defending against the foregoing), by reason of any lien or claim for lien for such work, services, or materials performed or supplied which shall be filed against any portion of the Shopping Center Parcel during the term of this OEA or within any statutory periods allowed for filing a lien with respect to work, services, or materials supplied or performed during the term of this OEA. In the event any such lien is filed, the Party so obligated shall pay and discharge the same of record as promptly as possible but in no event later than thirty (30) days after the filing thereof. Provided, each such Party shall have the right to contest any such lien in good faith by appropriate legal proceedings, so long as it posts a bond, if bonding is necessary to secure a stay of execution or, if bonding is not so required, an indemnity, and continues to diligently prosecute such lien contest, and in such case the requirement discharge such lien within thirty (30) days shall abate during the period of such good faith contest. In any event that such a lien has not been discharged of record within thirty (30) days after the filing thereof, such responsible Party shall bond or indemnity against such liens in amount and form satisfactory to induce the title insurance company which insured title to the respective parcel to each of the Parties hereto to insure over such liens or to reissue or update its existing policy, binder, or commitment without showing any title exception by reason of such liens, except that no Party qualified to maintain self-insurance need furnish a bond unless such is required to effect a stay of execution but shall, if necessary, in connection with the closing of any sale, transfer, or financing permitted under the terms of this OEA, provide such form and amount of security as may be reasonably necessary to induce a title insurance company to insure over such liens as aforesaid. In the event such legal proceedings shall be finally concluded (so that no further appeal may be taken adverse to the Party contesting such liens), such Party shall, within five (5) days thereafter cause the lien(s) to be discharged of record.

Article 4. Maintenance, Repair, and Restoration of Buildings and Improvements: General

4.1 *Maintenance of Buildings and Improvements on Each Parcel.* Each Party shall keep and maintain or cause to be kept and maintained the exterior of all Buildings on its Parcel and all Improvements lying thereon between the back of the curb surrounding its Buildings and the Buildings on its Parcel in a good and safe state of repair and in a clean and orderly condition.

4.2 *Damage or Destruction to the Building of a Party.* Each Party hereby agrees that in the event of damage or destruction of its Building from any casualty required to be insured against pursuant to this OEA, such Party shall promptly commence reconstruction of the Party's Building within its Permissible Building Area and shall diligently prosecute such reconstruction to completion. Any such reconstruction shall contain the same minimum Floor Area which such Party was required to construct hereunder unless otherwise approved by a Majority of the Parties and be subject to all other construction terms in this OEA, including, but not limited to, those in Article 3. The Parties agree to use due diligence in order to cause any Building or other improvement which a Party is required to repair, replace, or rebuild pursuant to this Section 4.2 to be completed and ready for occupancy within a commercially reasonable time period.

4.3 *Clearing Debris from Razed Improvements.* To the extent a Party is not expressly required to restore all or a portion of its Building which is damaged or destroyed by a casualty and does not elect to restore such damaged or destroyed Building or portion thereof, such Party shall raze the portions thereof which are not restored or rehabilitated, clear away all debris, and take all

other action (including landscaping) required by good construction practice so that the area which had been occupied by the razed Building or portions thereof will be attractive, usable Common Area subject to the easements set forth herein. Notwithstanding the foregoing, this provision shall not prevent such Party from subsequently Building on such area so long as it is Permissible Building Area and otherwise in accordance with the restrictions and requirements hereof. Such area, to the extent it is rebuilt upon, shall cease being Common Area and being subject to the easements hereof on the date which is the earlier of the date construction of such Building commences or the date construction material is placed upon such area and is thereafter immediately used in construction on such area. Notwithstanding the foregoing, any Party performing any such razing shall do so in a manner which is in compliance with the safety measures set forth in Section 3.6.

4.4 *Damage to or Destruction of Common Area.* If any portion of the Common Area on a Party's Parcel is damaged or destroyed by any casualty required to be insured against pursuant to this OEA, such Party will promptly rebuild, replace, and repair such damaged or destroyed portion of the Common Area to the same condition and usefulness and to the same general appearance as existed immediately prior to such damage or destruction. Any insurance proceeds paid to any Party by virtue of such damage or destruction and which is directly attributable to the damaged Common Area shall be made available to the Party obligated to so rebuild, replace, and repair. The Parties covenant and agree that any Common Area which such Party is required to rebuild, replace, or repair shall be completed as expeditiously as reasonably possible, and further agree that such Party shall, prior to commencing such rebuilding, replacement, or repair, comply with the requirements of Section 3.5.

Article 5. Manager's Rights, Duties, Election, and Removal

5.1 *Designation and Removal.* The Shopping Center shall be managed by Manager, who may, but need not, be a Party. Nare Southpoint, LLC, an Illinois limited liability company corporation, is hereby designated to serve as Manager as of the Date of Agreement. The Members, at any time and from time to time and for any reason, may remove the then acting Manager and elect a new Manager upon the approval of a Majority of the Parties. In the event Manager is not a Party, the Parties shall execute a management agreement with such third-party for its service as Manager, which such agreement shall be subject to the approval of a Majority of the Parties. If any Party wishes to remove the then acting Manager, it shall serve notice of such upon all other Parties. Such notice shall also include a proposed new Manager. Each Party shall, within thirty (30) days from receipt of such notice, provide notice to the other Parties if it approves or disapproves of the proposed removal of the then existing Manager and installation of the new Manager. The failure to provide notice within such thirty (30) day period shall be deemed to be approval of the proposed removal and installation. Upon the installation of a new Manager, the new Manager shall as promptly as possible (i) record an updated Memorandum of Ownership which shall be in the same form as the previously recorded version except revised to add the new Manager's information and remove the old Manager's information; and (ii) promptly send a copy of the newly recorded Memorandum of Ownership to all Parties.

5.2 *Authority of Manager.* Manager shall diligently and faithfully perform Manager's Duties, and shall have full, exclusive, and complete discretion, power, and authority, subject in all cases to the other provisions of this OEA and the requirements of Applicable Laws, to carry out

Manager's Duties. Manager's Duties shall include, but not be limited to:

(a) Manage, control, and administer the Common Area and Parking Area as set forth in Article 6.

(b) Administer Common Area Maintenance Cost, including the invoicing and collection of payments of Common Area Maintenance Cost on not less than a monthly basis from each of the Parties.

(c) Keep or cause to be kept complete and accurate books and records of Common Area Maintenance Cost and supporting documentation of the transactions with respect to Manager's Duties. The books and records shall be maintained in accordance with sound accounting practices and shall be available to the Parties or its duly authorized representative for examination at Manager's principal office upon prior written notice to Manager during normal business hours, but in no event shall any Party have the right to inspect such books and records more than one (1) time in any three hundred sixty-five-day period. Each Party shall reimburse Manager for all costs and expenses incurred by Manager in connection with such Party's inspection and copying of Manager's books and records.

(d) Maintain, and repair as necessary, the Retention Pond in a sightly and functional manner in compliance with all Applicable Laws, which maintenance and repair shall be included in Common Area Maintenance Cost.

(e) Ensure compliance of this OEA by the Parties and enforce this OEA when reasonably necessary.

(f) Prepare and circulate to all Parties on an annual basis a proposed budget and scope of work to be performed at the Shopping Center. The Parties shall work collectively to obtain such budget and scope of work in a form that is approved by a Majority of the Parties. Until a new approved budget and scope of work is obtained, Manager shall continue to perform Manager's Duties in conformity with the previously approved budget and scope of work.

(g) Any other duties which may be expressly set forth in any other Section in this OEA or exhibit which is a part hereof.

Manager does not have any authority, and Manager's Duties shall expressly exclude, for any matter which is not expressly set forth in this OEA.

5.3 *Manager's Right of Enforcement.* Manager shall have the right to enforce this OEA as if it were a Party and pursuant to any rights of enforcement accorded to a Party, whether provided in this OEA or pursuant to Applicable Laws, in addition to any other powers or rights expressly provided to Manager. Following a default beyond all applicable periods of cure, Manager shall be permitted to place a lien on the Parcels of any Party who is in default of this OEA. Manager's enforcement of this OEA shall not preclude the right of any Party to enforce this OEA separately or on its own volition.

5.4 *Failure of Performance.* If Manager fails to perform or cause to be performed any of Manager's Duties, any Party, may at any time give a written notice to Manager with a copy to

the other Parties setting forth the specific failure to comply with this OEA. If such failures are not corrected with reasonable promptness and, in any event, within thirty (30) days after receipt of such notice, or if the failures are such that they cannot be corrected within said time and Manager fails to commence the correction of such failures within such period and to diligently prosecute the same thereafter, then, in either event, the notifying Party shall have the right to correct the failures of Manager, including the right to enter upon any Parcel for that purpose (if the Party holding title to such Parcel first declines to correct such failure with reasonable prior notice), at the cost of Manager, or as a Common Area Maintenance Cost if applicable. Such curing Party shall be entitled to reimbursement for any amounts reasonably expended, which amounts shall be paid by Manager within ten (10) days of a request for payment. Provided, however, these provisions shall be without prejudice to the right of Manager to contest the right of such a party to make such repairs or expend such monies. Notwithstanding anything hereinabove contained to the contrary:

(a) In the event of an emergency situation, any Party may, with such notice as may be possible or appropriate under the circumstances, cure any default and thereafter shall be entitled reimbursement for any amounts reasonably expended, which amounts shall be paid by the defaulting party within ten (10) days of a request for payment; and

(b) No Party shall have the right, whether under this Article 5 or otherwise, to enter upon the Floor Area of any other Party to make any repairs or perform any maintenance or any of the other obligations imposed hereunder.

Article 6. Maintenance, Repair and Restoration-Common Area

6.1 *Maintenance of Common Area.* Manager shall keep and maintain the Common Areas in first-class condition, order, and repair in accordance with the standards set forth in Exhibit G and shall perform such services as set forth in this OEA ("Common Area Maintenance"). Notwithstanding the foregoing, Manager shall have no obligation for Common Area Maintenance with respect to the Perimeter Sidewalks and landscaped and planted areas located on any Parcel in the area lying between the back of the curb nearest the Building(s) on any such Parcels and the Building(s) located thereon (excluding the landscaped and planted areas in the grade separations which shall be maintained by Manager), which areas shall be maintained by each Party holding title to their respective Parcels, but still in conformity with Exhibit G and all other obligations set forth in this OEA.

6.2 *Maintenance of Common Utility Facilities.* The Party holding title of a Parcel which has Common Utility Facilities located on or under it shall maintain and repair, as necessary, such Common Utility Facilities; provided, the cost of such repair or maintenance shall be first borne by such Party holding title but reimbursed by Manager, and chargeable to the other Parties as a Common Area Maintenance Cost.

6.3 *Illumination of Common Area and Parking Area.* Manager shall keep the Common Area and Parking Area illuminated in its commercially reasonable discretion, however, at minimum, at least at such level as required for security purposes seven (7) days of each week from dusk to dawn. Manager shall repair and maintain the lighting fixtures in the Common Area and Parking Area as a part of its maintenance of the Common Area. In the event a Party desires for the

Common Area or Parking Area, or any portion thereof, to be illuminated during any period which Manager does not believe it reasonably necessary, such requesting party may choose to have the Parking Area illuminated at the additional times that it desires so long as it bares the allocable cost of such additional illumination.

6.4 *Right of Each Party to Maintain Own Parcel.* Each Party shall have the right to withdraw its Parcel from maintenance by Manager only in accordance with the requirements set forth herein, upon thirty (30) days' notice to Manager and the other Parties. Provided, no Party shall be permitted to withdraw any portions of its Parcel from maintenance by Manager which include Access Roads, Common Utility Facilities, and signs which are for the benefit of any other Party besides the withdrawing Party, and Manager shall remain responsible for the maintenance of the portions of such Parcel which are not withdrawn. If a Party withdraws its Parcel, or any portion thereof, from maintenance under this Section, such Party shall, at its sole cost and expense, perform all of the obligations imposed upon Manager hereunder with respect to Common Area Maintenance on its Parcel to the same standards as required of Manager, and Manager shall be relieved of its obligations with respect thereto, and such withdrawal shall in no manner reduce any obligations imposed upon a Party as to the maintenance of its own Parcel. A Party that has withdrawn its Parcel from maintenance by Manager shall have the right (exercisable not more than once every five [5] years) to submit its Parcel for management by Manager, once again, upon thirty (30) days' prior written notice to Manager and the other Parties. A Party's election to withdraw its Parcel from maintenance by Manager shall relieve such Party of its obligation to pay Common Area Maintenance Cost only to the extent of the amounts which are directly reduced as a result of such withdrawal.

Article 7. Parking Requirements

7.1 *Required Parking.* Except as otherwise provided in Section 7.5, each Party shall maintain parking on its Parcel in compliance with applicable Village regulations.

7.2 *Charges for Parking.* No charge of any type shall be made to or collected from any Occupants or Permittees for the right to park vehicles in the Parking Areas, except for the pass through of Common Area Maintenance Cost as may be provided for in any Lease.

7.3 *Employee Parking Areas.* Each Party shall use its best reasonable efforts to require its employees and the employees of Tenants, subtenants, contractors, licensees, and concessionaires to park only in employee parking sections as may be reasonably designated by each Party.

7.4 *Use of Parking Areas.* Except as otherwise expressly provided in this Article 7, no Party shall use or permit the use of the Parking Area for any purposes other than pedestrian movement and the parking and passage of Occupants' motor vehicles. No Party shall grant any parking rights to any owner or user of property not within the Shopping Center Parcel.

7.5 *Renovations to Parking Area.*

(a) Following the Date of Agreement, any renovations to the Parking Area which are required as a result of a Party's agreement with the Village of Arlington Heights shall be managed by Manager, or other designated Party, with expenses to be paid by the Party which

owns the Parcel upon which such renovations are being conducted.

(b) The Parties shall have the right to make reasonable minor changes and modifications in and to the Parking Area located on such Party's Parcel only in connection with an expansion of its Building(s); provided, however, that no such changes and modifications may be made which (a) shall adversely affect the orderly and reasonable flow of pedestrian and vehicular traffic in the Shopping Center or render any Parcel or the buildings thereon less accessible to such traffic; (b) reduce the number of parking spaces on the subject Parcel below the number required to be maintained in order to meet the requirements of Section 7.1, (c) have not obtained the approval set forth in Section 3.5, (d) do not have the prior written approval of governmental authorities, as may be required, or (e) would be otherwise inconsistent with any terms of this OEA. Further provided, no Party shall at any time have any right to relocate any part of the Ring Road or Access Roads or to change any dividers, islands, or turning patterns indicated on Exhibit D for the Ring Road and Access Roads or to otherwise materially modify the Ring Road or Access Roads leading to and from the public roadways except as otherwise provided in Section 2.3.

Article 8. General Covenants

8.1 *Name of Center.* Manager agrees to manage and operate (or cause the same to be managed and operated) the Shopping Center under the name "Southpoint Shopping Center" and under no other name without the prior approval of each Party.

8.2 *Operating Covenant.*

(a) Each Party hereby covenants and agrees to:

- (i) continuously manage and maintain the buildings on its respective Parcels in accordance with the provisions of this OEA as a complex of retail stores, offices, and service enterprises that are a part of a first-class regional shopping center.
- (ii) use reasonable efforts to maintain a balanced and diversified grouping of retail stores, merchandise, and services on their respective Parcels.

(b) The covenants of each Party in this Section 8.2 shall run to and for the benefit of each Party hereto, and said covenants are subject to (i) a temporary cessation of business by a Party or Tenant when necessary to permit alterations, repairs, or restoration of the Building of such Party or Tenant or the premises of such Occupant or Tenant, (ii) a temporary cessation for a reasonable period to allow for a change in occupancy as a result of a sale, lease, lease assignment, or sublease of such Party's Parcel, or a portion thereof, (iii) a temporary cessation resulting from involuntary damage, destruction, or casualty of the Building(s) on a Party's Parcel, or (iv) other temporary interruptions or cessations as may be set forth in this OEA. Provided, the assignment of a Party's obligations under this OEA shall not be deemed to be a cessation of operation by such Party.

(c) *No Granting or Limitation of Exclusives.* This OEA shall not be construed to (i) grant any right to any Party, Parcel, or Tenant the exclusive right for a permitted use within

the Shopping Center Parcel, or (ii) prohibit the granting to a Tenant or other Party as to a Party's exclusive use or permitted use on its own Parcels.

8.3 *Exceptions to Operating Covenants.* Notwithstanding anything to the contrary contained in this Article 8, but subject to the obligations contained herein, each Party may:

(a) regulate the manner of operation or merchandise offered or types and number of businesses being conducted on any Party's Parcel or the hours or days of such operation.

(b) lease all or any portion(s) of its Building or grant concessions to other parties;

(c) lease, sell or otherwise transfer all or any part of its Parcel or Improvements.

(d) mortgage all or any part of its Parcel or Improvements thereon or sell and leaseback or lease and subleaseback all or any part of its Parcel or Improvements thereon and in connection with any such transaction, assign its interest in this OEA. If any Mortgage, deed of trust, or other instrument in the nature of a Mortgage on a Parcel is foreclosed or a power of sale pursuant thereto is exercised or deed in lieu of foreclosure is delivered, or any Party having entered into a sale and leaseback or lease and subleaseback of all or part of its Parcel under which either such Party or a subsidiary or affiliate of such Party or the parent corporation of such Party is the lessee or sublessee thereunder and such lessee or sublessee shall be deprived of possession of such Parcel by reason of its failure to comply with the terms of such leaseback or subleaseback, anyone who has acquired or thereafter acquires title to such Parcel or leasehold interest therein shall hold the same free of any and all obligations to carry on any operation whatsoever on such Parcel. Any such party so acquiring title or possession shall provide Manager and the Parties with notice thereof. No such foreclosure, deed in lieu of foreclosure, or deprivation of possession shall relieve such Party of liability for breach of its covenants hereunder.

8.4 *Operation of Shopping Center and Restriction of Uses.* The Parties covenant and agree that the Shopping Center shall only be used for purposes of the kind typically found in first class shopping centers, including, but not limited to, offices, restaurants, retail stores, fitness centers, educational facilities, entertainment venues (including but not limited to, movie theaters), and businesses providing services. Provided, however, the forgoing notwithstanding, this Section 8.4 and the limitations imposed hereby shall not be applicable to an Existing Use. Without limiting the foregoing, none of the following uses shall be conducted in the Shopping Center, except to the extent such use constitutes an Existing Use:

(a) any agricultural, production, manufacturing, industrial, warehouse, or storage use of any kind or nature, except for storage or production of products incidental to the retail sale thereof from the Shopping Center; provided, however, that this restriction shall not apply to mini-storage facilities.

(b) A discotheque, dance hall, or night club so long as such facility is self-parked and maintains parking ratios of not less than ten (10) parking spaces per one thousand (1,000) Square Feet of Floor Area of such facility.

(c) a skating rink.

(d) any head shop, pornographic or adult store; provided, however, that this provision shall not be deemed to preclude the operation of either a nationally or regionally recognized book store or video store, or a department within a retail store offering for sale its usual or customary inventory of books, magazines, videos and related materials so long as such store does not sell or rent pornographic materials, or materials rated NC-17 or higher.

(e) the displaying, repairing, renting, leasing, or sale of any motor vehicle, boat or trailer unless all vehicles are displayed indoors.

(f) any gas station (except for a gas station which is associated with the operation of a Tenant's business of which the primary purpose is not the sale of gas), vehicle service station, or vehicle wash.

(g) a dry cleaner or laundromat facility which performs on-site dry cleaning or laundering, except in the event that such a dry cleaner or laundromat facility (i) is licensed by the Drycleaner Environmental Response Trust Fund Council of the State of Illinois, (ii) maintains insurance available under the Drycleaner Act to the owner or operator of a dry-cleaning facility, and (iii) participates in a dry-cleaning compliance program approved by the Drycleaner Environmental Response Trust Fund Council of the State of Illinois.

(h) any use which creates an obvious and unreasonable nuisance or materially and unreasonably increases noise, the emission of dust, odor, smoke, gases, or materially increases fire, explosion, or radioactive hazards in the Shopping Center;

(i) any use involving hazardous material, except as may be customary in first class shopping centers in the Chicago metropolitan area.

(j) mobile home park or trailer court.

(k) for any bankruptcy sales or going out of business sales.

(l) a 5,000 SF Health Club (the "5,000 SF Health Club Restriction"). Provided, however, the 5,000 SF Health Club Restriction shall not apply to Party 3 Parcel so long as a 5,000 SF Health Club on Party 3 Parcel commences operation within eighteen (18) months of the Date of Agreement. Further provided, however, the 5,000 SF Health Club Restriction shall terminate in the event the operation of a 5,000 SF Health Club on Party 3 Parcel by a business under the trade name "Vasa" or its successor or assign fails to (i) commence operation within eighteen (18) months of the Date of Agreement, or (ii) continuously operate for more than thirty (30) days after commencing such operation, except for closings due to casualty or remodeling [not to exceed six (6) months].

(m) any other use, operation, or occupancy which is obviously and unreasonably detrimental to the operation of the Shopping Center in a first-class manner, as contemplated by this OEA, including, but not limited to, uses, operations, or occupancies which create or cause: (i) any noise, litter, odor, or other activity which constitutes an obvious and unreasonable nuisance; (ii) would tend to bring the Shopping Center into disrepute; (iii) any unlawful activity; or (iv) any physically damaging or dangerous hazards.

8.5 *Rules and Regulations.* The Parties, Parcels, and Occupants shall be subject to the rules and regulations set forth on Exhibit G, which may be amended upon the affirmative vote of a Majority of the Parties.

8.6 *Non-Interference with Permittee Circulation.* So as neither to interfere with the use of the Common Area nor detract from the appearance of the Shopping Center, outdoor selling will not be permitted on the Shopping Center Parcel, except for outdoor seating for restaurants and outdoor sales if such outdoor uses are immediately adjacent to the Building occupied by the Party or Tenant performing such outdoor use and extending a commercially reasonable distance therefrom. Provided, however, the forgoing notwithstanding, this Section 8.6 and the limitations imposed hereby shall not be applicable to an Existing Use. No fence, structure, or other obstruction of any kind, except as may be specifically permitted in this OEA or as may be indicated on Exhibit B, Exhibit C, or except for reasonable decorative features and reasonable customer conveniences, shall be placed, kept, permitted, or maintained within the Common Area nor any goods stored or delivery vehicles parked upon the Common Area without the prior written consent of Manager, which consent shall not be unreasonably withheld, conditioned, or delayed, except such of the foregoing as are reasonably necessary or proper for construction, repair, or rebuilding permitted by this OEA.

8.7 *Signs.* A depiction of the existing and proposed pylon and monument signs and positions designated for each Party to place sign panels thereon is attached hereto as Exhibit H. The percentage of each Party’s responsibility for the cost to install, maintain, repair, and replace each sign (excluding all sign panels) shall be as set forth below, and shall not be affected by the withdrawal of a Parcel (or any portion thereof) by a Party pursuant to Section 6.4. The obligation for such installation, maintenance, repair, and replacement shall be a duty of Manager, except to the extent the percentage of responsibility for such sign is allocated 100% to a Party, in which event the obligation shall be imposed on such Party. Notwithstanding the forgoing, the obligation to install, maintain, repair, and replace a sign panel shall remain the obligation of the Party which has the right to place such sign panel on the pylon and monument.

<u>Sign</u>	<u>Panel Designations and Percentages of Responsibility</u>
	(panels are listed from top to bottom so that Panel 1 represents the top panel of the given sign)
Sign A (Along Palatine Road, east of the Palatine Road Shopping Center entrance)	Party 1: 100%
Sign B (proposed) (Along Palatine Road to the east side of the Palatine Road Shopping Center entrance)	Party 2: 75% Party 3: 25% (Panels to be determined)

Sign C <i>(Along Palatine Road to the west side of the Palatine Road Shopping Center entrance)</i>	Panel 1 – Party 3 (16.334%) Panel 2 – Party 1 (16.333%) Panel 3 – Party 2 (16.333%) Panel 4 – Party 4 (8.5%) Panel 5 – Party 2 (8.5%) Panel 6 – Party 4 (8.5%) Panel 7 – Party 4 (8.5%) Panel 8 – Party 2 (8.5%) Panel 9 – Party 4 (8.5%)
Sign D <i>(Along Rand Road at the northwest corner of the Shopping Center entrance)</i>	Party 6: 100%
Sign E <i>(Along Rand Road to the north side of the Rand Road Shopping Center entrance)</i>	Party 5: 100%
Sign F <i>(Along Rand Road to the south side of the Rand Road Shopping Center entrance)</i>	Panel 1 – Party 3 (16.334%) Panel 2 – Party 1 (16.333%) Panel 3 – Party 2 (16.333%) Panel 4 – Party 4 (8.5%) Panel 5 – Party 4 (8.5%) Panel 6 – Party 4 (8.5%) Panel 7 – Party 2 (8.5%) Panel 8 – Party 4 (8.5%) Panel 9 – Party 4 (8.5%)
Sign G (proposed) <i>(Along Rand Road, south of Sign F)</i>	Party 3: 100%
Sign H (proposed) <i>(Along Rand Road, south of Sign G and north of sign I)</i>	Party 2: 100%
Sign I <i>(Along Rand Road to the south end of Shopping Center, northwest of the Shopping Center entrance at the intersection of Rand Road and Jane Avenue)</i>	Panel 1 – Party 3 (16.334%) Panel 2 – Party 1 (16.333%) Panel 3 – Party 2 (16.333%) Panel 4 – Party 2 (8.5%) Panel 5 – Party 2 (8.5%) Panel 6 – Party 4 (8.5%) Panel 7 – Party 2 (8.5%) Panel 8 – Party 2 (8.5%) Panel 9 – Party 4 (8.5%)

All signs installed or to be installed within the Shopping Center Parcel shall be subject to the following criteria, and no signs shall be installed on the Shopping Center Parcel that do not conform to such criteria:

(a) Flashing, blinking, moving, animated, or audible signs will not be permitted.

(b) All electrical sign components shall bear the UL certification mark and their installation must comply with all local building and electrical codes. Such UL certification mark shall be inconspicuously placed.

(c) No exposed wiring, conduit, tubing lamps, ballast boxes, or raceways will be permitted.

(d) No signs, or any portion thereof, may project above the parapet or top of wall upon which it is mounted.

(e) No rooftop signs nor signs mounted to mechanical penthouses is permitted.

8.8 *No Discrimination.* In the operation and management of the Shopping Center Parcel, and each part thereof, including, without limitation, the Common Area and Common Utility Facilities, and in all other respects in which work or services are performed or materials or equipment supplied to or for any Occupant, Manager will accord treatment to each Party with respect to its Parcel and Improvements as favorable as that accorded to the other Parties and to the Occupants. This covenant applies, without limitation, to the time when and the manner (but not the cost) in which each of the foregoing shall be operated, maintained, repaired, or furnished with any service, materials, supplies, and equipment. The foregoing shall apply generally, but is not to be construed in a manner inconsistent with or contrary to any express provision of this OEA.

8.9 *Enforcement of Covenants.* Subject to Section 13.1(b), Manager shall expeditiously utilize its best reasonable efforts to enforce the operating covenant of any Party(s) in default thereof, including, but not limited to, the prompt institution and diligent prosecution of legal proceedings to enforce such covenant. If any Party has defaulted in the performance of its operating covenant, such Party shall not be entitled to enforce the operating covenant of any other Party.

Article 9. Transfer or Conveyance of Parcels

9.1 *Certain Definitions for this Article.* As used in this Article, the following terms shall have the following respective meanings:

(a) “Transfer” means a conveyance by way of sale, assignment, lease, grant, or transfer, including, without limitation, the sale portion of a Sale and Leaseback (as hereinafter defined), but excluding the making of a Mortgage.

(b) “Transferor” means the seller, assignor, grantor, lessor, or transferor in a particular Transfer.

(c) “Transferee” means the purchaser, assignee, grantee, lessee, or transferee in

a particular Transfer.

(d) “Affiliate” means, with respect to any Person, another Person controlled by, or controlling, or under common control with, the Person in question (“control” for this purpose means the legal or beneficial ownership of in excess of fifty percent (50%) of the voting securities of the Person controlled).

(e) “Sale and Leaseback” means a Transfer in which the Transferor, or an Affiliate thereof, acquires as a part of the same transaction a leasehold interest in all or substantially all of the Parcel transferred. The term “Sale and Leaseback” also includes an assignment of Lease and Subleaseback.

9.2 *Assignment and Transfer.*

(a) Except as expressly provided for in this Section 9.2 or in Section 8.3, no Transfer by any Party of all or any part of its Parcel shall be deemed to release such Party from any of its obligations hereunder except for matters arising after the date upon which the Transferee shall become liable for the terms, conditions, covenants and agreements in this OEA thereafter to be kept, observed, and performed by its respective Transferor, but only on condition that:

- (i) at the time the Transferor is to be released from all further liability hereunder, any and all amounts which shall then be due and payable by such Transferor to the other Parties hereto shall be paid to such other Parties or Manager, as may be the case, or acceptable provision therefor made; and
- (ii) at the time of any such transfer, the Transferor has not been notified of any default hereunder which has not theretofore been remedied.

(b) Notwithstanding anything to the contrary herein contained, if any Party shall: (1) transfer its Parcel in connection with a Sale and Leaseback, and it or its Affiliate shall simultaneously become vested with a leasehold estate or similar possessory interest in its Parcel by virtue of a lease made by the Transferee, or (2) give a Mortgage on its Parcel and it or its Affiliate shall retain its possessory interest in its Parcel, then in none of such events shall the Transferee under such Sale and Leaseback or any subsequent owner of the Parcel in question, or the mortgagee under any such Mortgage, be deemed to have assumed or be bound to perform any of such Transferor’s obligations hereunder for so long as such Transferor or its Affiliate shall retain such possessory interest, and such obligations shall continue to remain those of such Transferor so long as it or its Affiliate retains such possessory interest. Performance by it or its Affiliate of any act required to be performed under this OEA by it or fulfillment of any conditions of this OEA by it or its Affiliate shall be deemed the performance of such act or the fulfillment of such conditions by such Transferee or mortgagee, as the case may be, and shall be acceptable to the Parties hereto with the same force and effect as if performed or fulfilled by such Transferee or mortgagee, subject to the provisions of Section 8.3.

However, subject to the provisions of Section 8.3, at such time as the Transferor or its Affiliate who Transferred or mortgaged such Parcel ceases to retain such possessory interest, any such Transferee or mortgagee shall be deemed to have assumed and to be bound to perform such

Transferor's obligations hereunder. Nothing herein contained shall be construed as in any way releasing or diminishing the obligations or liabilities hereunder of any Party hereto.

9.3 *Transfer by Manager.* In the event of a Transfer by Manager of all of its Parcels, the Transferee shall notify shall serve notice of such upon all other Parties within three (3) Business Days of the date which the Transferee obtains title to such Parcels. Each Party shall, within ten (10) Business Days of the date of such notice, provide notice to all other Parties of the Party it elects to install as the new Manager. The failure to provide notice within such ten (10) Business Day period shall be a waiver of such voting right. Upon the closing of such ten (10) Business Day period, the Party who is elected to be the new Manager with the affirmative vote of a Majority of the Parties shall as promptly as possible (i) record an updated Memorandum of Ownership which shall be in the same form as the previously recorded version except revised to add its information (as new Manger) and remove the old Manager's information; and (ii) promptly send a copy of the newly recorded Memorandum of Ownership to all other Parties.

9.4 *Memorandum of Ownership.* In the event of any Transfer, the Transferor and Transferee shall comply with Section 15.2.

Article 10. Insurance

10.1 *Duty to Carry Casualty Insurance-Release and Waiver of Subrogation.* So long as this OEA is in effect, each Party shall carry (or cause to be carried) policies of all-risk property insurance on the Buildings and other Improvements, including such as may be located in the Common Area, on its Parcel.

No Party shall be liable to any other Party, or to any insurance company insuring the other Party, for any loss or damage to any Building or Improvements which was or could have been covered by such insurance even though such loss or damage might have been occasioned by the negligence of such Party, its agents or employees, and each Party hereby releases all of its rights to recover from each other Party for such loss or damage. Without in any manner limiting or conditioning the effectiveness of the foregoing waiver and release, each Party covenants that it will obtain for the benefit of each other Party a waiver of any right the insurer of such Party may acquire against any other Party or Parties by virtue of the payment of any such loss covered by such insurance.

10.2 *General Requirements for Fire Policies.* All policies carried under this Article 10:

(a) Shall be carried with financially responsible insurance companies licensed or approved to conduct business in the State of Illinois; and

(b) Shall be in an amount equal to the full replacement cost (exclusive of the cost of excavations, foundations and footings) of the Building and Improvements being insured and, in any event, in at least such an amount as shall prevent the Party from becoming a co-insurer under the terms of applicable policies, with deductibles not to an amount as reasonably determined by Manager from time to time as to any Party not qualified as a self-insurer as provided in Section 10.8.

10.3 *Duty to Carry Liability Insurance.* Each Party shall carry (or cause to be carried)

with financially responsible insurance companies, commercial general liability insurance covering its legal liability in connection with claims for personal injury or death and property damage incurred upon or about its Parcel. Such insurance shall have limits in such amounts as reasonably determined by Manager from time to time. The separate policies provided for in this Section 10.3 shall cover only such portions of the respective Parcels not covered by the joint policy provided for in Section 10.4. The Parties, and Manager if Manager is not a Party, shall each be named as an "insured" party under such policies.

10.4 *Joint Liability Insurance.* Commencing the Date of Agreement, the Parties agree that they will, jointly, and at all times and continuously thereafter during the term of this OEA, maintain commercial general liability insurance covering their legal liability in connection with claims for personal injury or death and property damage incurred upon the Common Area. Such insurance shall have limits per occurrence in such amounts as reasonably determined by Manager from time to time. Said insurance shall be effected under a joint policy, under the terms of which the Parties, and Manager if Manager is not a Party, shall each be an insured party. Manager is hereby designated the agent of the other Parties for the purpose of obtaining such insurance, provided that the approval from the Majority of the Parties as to the insurer, terms, and cost shall first be obtained. The premium for said policy shall be borne by the parties as part of Common Area Maintenance Cost. Each Party reserves the right to withdraw from participation in the joint Common Area insurance herein provided upon ninety (90) days' written notice prior to the expiration or anniversary date of such policy, and, in lieu thereof, to obtain separate policies of insurance as provided in Section 10.3 hereof or to self-insure, if permitted pursuant to this OEA, so long as such Party maintains coverage over all Common Area.

10.5 *Additional Insurance.* Each of the Parties shall, throughout the term of this OEA, procure and maintain:

(a) Boiler and machinery insurance coverage of Building equipment, machinery and apparatus consisting of, but not limited to, boilers, heating apparatus, fired and unfired pressure vessels, air conditioning equipment, miscellaneous electrical apparatus and their appurtenant equipment;

(b) If the Shopping Center Parcel is located in a flood hazard area, flood insurance in the amount of the lesser of (1) the maximum amount obtainable from time to time, and (2) the full insurable value of such Party's Buildings and Improvements;

(c) No Party shall use or permit the use of the Shopping Center Parcel or any Buildings or any part thereof for manufacture, use or gift, sale or sale and consumption of alcoholic or fermented liquor unless in each case such Party shall pay for and maintain, or cause its Tenants to pay for and maintain, a dram shop or liquor liability insurance policy from a responsible insurance company protecting all other Parties and the Shopping Center Parcel from any and all claims, liens, judgments, or damages which may be imposed under and by virtue of the provisions of any present or future statutes of the State of Illinois or the United States of America, or the ordinances of the Village of Arlington Heights, or County of Cook or otherwise, concerning such use. The limits of such liquor liability policy shall be in such amounts as reasonably determined by Manager from time to time; and

(d) Such other insurance and in such amounts (including increasing the amount of insurance of the other insurance provided for in this Article 10) as may be carried from time to time by prudent owners of first class shopping centers in the Chicago Metropolitan area and also as may be required, from time to time, under Applicable Laws.

10.6 *Indemnification by Parties.* Each Party respectively agrees to defend, indemnify and save each other Party, Manager, and all Occupants (and the servants, successors, assigns, heirs, beneficiaries, executors, administrators, attorneys, employees, and agents of such parties) harmless against and from all claims, losses, damages, costs and expenses, including reasonable attorneys' fees, because of personal injury or death of persons or destruction of property resulting from or arising out of or in any manner connected with such Party's construction on and use, occupancy, or possession of its respective Buildings; and if a Party shall be obligated for the maintenance of the Common Area on its Parcel as provided in this OEA, such Party's indemnification above shall extend to any personal injury, death of persons, or destruction of property occurring thereafter on its Parcel. However, there shall be (x) included in such indemnity the results of, except as otherwise specifically provided in (y) below, the negligent or willful acts or omissions of the respective indemnitor or its employees or agents no matter where in the Shopping Center Parcel done or omitted to be done; and (y) excluded from each such indemnity the result of the negligent or willful acts or omission of the Party otherwise indemnified or its employees or agents no matter where in the Shopping Center Parcel done or omitted to be done and claims paid pursuant to the joint policy provided for in Section 10.4. Provided, however, such inclusions or exclusions shall be null and void and of no effect to the extent that such are inconsistent with or would achieve or cause a result contrary to the provisions regarding the release and waiver of subrogation set forth in Section 10.1.

10.7 *Contractual Liability Insurance.* Each Party further agrees to maintain Contractual Liability Insurance insuring its obligations set forth in Section 10.6, with the same limits as provided in Section 10.3.

10.8 *Self-Insurance; "Blanket Policies."* If any Party (including a Person guarantying or personally liable for the obligations of said Party under this OEA) has a net worth according to its last published financial statement or a statement from a nationally recognized firm of certified public accountants for the most recent full year in an amount reasonably determined by Manager from time to time, such Party may elect to carry any insurance required to be carried under this OEA, in whole or in part, under any plan of self-insurance. Any Party may carry any insurance required to be maintained under this Article OEA under a "blanket policy" covering other property of such Party or of the Person guarantying or liable for its obligations under this OEA.

10.9 *Certificate of Insurance.* Each Party shall, at the request of another Party, promptly furnish the requesting Party, or Manager, a certificate evidencing the former Party's compliance with the insurance coverage requirements of this Article or a statement that such Party is a self-insurer. Each certificate of insurance shall stipulate therein that the insurance evidenced thereby shall not be materially reduced, cancelled, or allowed to expire unless thirty (30) days' prior written notice shall have been given by the insurer to all other Parties. No Party shall be required during any given one hundred eighty (180) day period to honor more than one such request from another Party.

Article 11. Condemnation

11.1 *Condemnation of a Building.*

(a) If any part of the Building of a Party shall be taken by Condemnation then, except as hereinafter provided in this Article 11 and unless a Party having the right to exclude as set forth in this Article 11 elects so to exclude, the Party whose Building(s) were so taken in Condemnation shall proceed to restore or replace the same so as to constitute a complete architectural unit. In the event a Party is obligated or elects to restore or replace the Building(s) so taken in Condemnation, such restoration or rebuilding shall be done in accordance with the provisions set forth in Article 3 and Article 4, and shall be completed as soon as reasonably possible.

(b) If as a result of a Condemnation either (i) less than ten percent (10%) of the Floor Area of a Party's Building shall be taken and in the good faith judgment of said Party reasonably exercised it shall not be economically or physically feasible to restore or replace the Building to a complete architectural unit capable of being used for the use then being made immediately prior to the Condemnation, or (ii) ten percent (10%) or more of a Party's Building shall be taken, then, and in either such event, said Party shall so notify the other Parties hereto within sixty (60) days after the Condemnation Date and shall have the right and option to exclude its Parcel from the operation and effect of this OEA by specifying in said notice that it has so elected to exclude its Parcel.

(c) If any Party shall have the right and option to exclude its Parcel from the operation and effect of this OEA and shall exercise its option as provided herein, such exclusion shall take effect automatically thirty (30) days following the giving of such notice of exercise of such option to all other Parties and Manager.

(d) If all or any part of a Party's Building is taken by Condemnation so as to render the remaining portion thereof unfit for the purposes for which constructed, such Party shall have the obligation to demolish and clear its Parcel of any such Building or return the same to an attractive architecturally whole unit. In such event, the area not taken by Condemnation so cleared shall be left in a clean, safe, and attractive condition at such Party's expense.

11.2 *Condemnation of Parking Area.*

(a) If any part of the Parking Area on a Party's Parcel shall be taken by Condemnation, the Party whose Parking Area is so taken shall replace or restore the same as herein provided:

- (i) In the event of a taking by Condemnation of a Party's Parking Area resulting in a reduction of the number of car spaces on such Party's Parcel to not less than ten percent (10%) of the number of car spaces which such Party is required to maintain pursuant to Section 7.1, the Party owning such Parcel shall have no obligation to restore or provide additional car spaces;
- (ii) In the event of a taking by Condemnation of a Party's Parking Area

resulting in a reduction of the number of car spaces on such Party's Parcel to less than ten percent (10%) but not less than ten percent (10%) of the number of car spaces which such Party is otherwise required to maintain pursuant to Section 7.1, the owner of such Parcel shall, at its sole cost, but not in excess of the amount of the condemnation award relating thereto, replace the car spaces so taken so that the number of car spaces on such Parcel shall not be less than ten percent (10%) of the number of car spaces such Party would otherwise be required to maintain pursuant to Section 7.1, and

(b) In the event of a taking by Condemnation of a Party's Parking Area resulting in a reduction of the number of car spaces on such Party's parcel to less than ten percent (10%) of the number of car spaces which such Party is required to maintain pursuant to Section 7.1 and such party shall determine in its judgment reasonably exercised that it is not physically or economically feasible to so replace the number of car spaces so taken to ten percent (10%) of the number of car spaces such Party would otherwise be required to maintain pursuant to Section 7.1, such Party shall notify the other Parties within ten (10) days after the Condemnation Date of the number of car spaces taken, the number it is obligated to restore pursuant to this paragraph and the number of car spaces which it is feasible to restore, and such Party shall have the right and option to exclude its Parcel from the operation and effect of this OEA by specifying in said notice that it has so elected to exclude its Parcel.

(c) If, as a result of a taking or takings by Condemnation, the aggregate number of car spaces in the Shopping Center Parcel (including any car spaces which any Party is required or elects to replace) is reduced to less than 1 car space for each 1,000 Square Feet of Floor Area then on the Shopping Center Parcel, any Party may elect to exclude its Parcel from the operation and effect of this OEA by giving notice of such exclusion within sixty (60) days from the last Condemnation Date.

(d) If any Party shall have the right to exclude its Parcel from the operation and effect of this OEA and shall exercise such option as herein provided, such exclusion shall take effect automatically ninety (90) days after the giving of the required notice of exercise of such option.

(e) If and to the extent that a Party is either obligated to or elects to replace car spaces, the same may be done by the acquisition or other right to use land contiguous to the Shopping Center Parcel. Any construction of additional car space shall be in accordance with the provisions of this OEA on the basis of plans approved for new Improvements as set forth in Section 3.5.

(f) Any replacement parking shall, upon completion of construction, become part of the Parking Area and subject to the applicable easements granted herein.

11.3 *Award.* In the event a Parcel or any part thereof is taken by Condemnation, each Party waives, in favor of the Party whose Parcel or any part thereof is taken by Condemnation, any value of the condemnation award attributable to any easements a Party holds in the Parcel of such other Party; and no part of such award shall be payable to the holder of the dominant tenement by

virtue of such easement. However, a waiver under this Section shall not preclude the holder of any interest in another Parcel from claiming and collecting from the condemning authority the severance and consequential damages to its own Parcel resulting from the taking of the condemned portion of the other Parcel.

If this OEA shall not have been terminated or if the Party whose Parcel was taken shall not have excluded its Parcel from the operation and effect of this OEA, then the entire award payable to such Party shall be applied first, before being devoted to any other purpose, to restoration to the extent required by this Article 11. In the event a Party elects to exclude its Parcel, so much of the award as necessary shall be applied to the work required of each Party as provided in Section 11.1(d).

11.4 *Effect of Exclusion.* If any Party shall exclude its Parcel from the operation and effect of this OEA pursuant to the provisions of this Article 11, then and in such event from and after the date of such exclusion, the provisions of this OEA (other than the provisions which expressly survive such exclusion) shall cease to apply to such Party and its Parcel, and the Party whose Parcel was so excluded shall be released from all liability accruing hereunder after such exclusion (except as otherwise expressly provided in herein). This OEA shall automatically terminate on the date of exclusion of the Parcel of the Party which constitutes the last of the Party which is bound hereby.

11.5 *Memorandum of Ownership.* Notwithstanding the foregoing, an excluded party shall remain liable under this OEA until the date that it records an amended Memorandum of Ownership as set forth in Section 15.2.

Article 12. Real Estate Taxes

12.1 *Payment of Taxes.* Each Party shall pay (or cause to be paid) before delinquency all real estate taxes and assessments levied on its Parcel and the Buildings situated thereon.

12.2 *Contesting Taxes.* Each Party may, at its own cost, by appropriate proceedings, contest the validity, applicability or the amount of any taxes. Nothing in this Article 12 requires a Party to pay any taxes so long as it contests the validity, applicability or the amount thereof in good faith and so long as it does not allow the affected Parcel to be forfeited as a result of its non-payment.

12.3 *Failure to Pay Taxes.* If a Party fails to comply with its obligation to pay any taxes, and so long as such party is not validly contesting such taxes, any other Party may pay the taxes in question and shall be entitled to prompt reimbursement from the defaulting Party for the sums so expended with interest thereon as set forth herein.

Article 13. Cure Periods

No failure on the part of any Party shall be deemed to be a default of its obligations pursuant to this OEA until (a) ten (10) days after an alleged defaulting Party's receipt of notice (served by Manager or another Party seeking to enforce the terms and conditions of this OEA) of a failure to pay any amount of money due from the alleged defaulting Party pursuant to the terms and conditions of this OEA and such failure remains uncured; or (b) thirty (30) days after an alleged

defaulting Party's receipt of notice (served by Manager or another Party seeking to enforce the terms and conditions of this OEA) of a failure to observe or perform any other provision of this OEA and such failure remains uncured; provided, if the nature of such failure is such that more than thirty (30) days are reasonably required for a cure of such failure, then the allegedly defaulting Party shall not be deemed to be in default if it commences such cure within said thirty (30) day period, and thereafter diligently prosecutes such cure to completion; further provided, in the event such failure results in or relates to an emergency, urgency or other matter that if such failure is not cured immediately by the defaulting Party, any Parcel or the Shopping Center may suffer damages or harm or personal injury may result, such failure shall be cured immediately upon the delivery of such notice.

Article 14. Excuses for Non-Performance

Notwithstanding anything contained in this OEA, each Party shall be excused from performing any obligation under this OEA, and any delay in the performance of any obligation under this OEA shall be excused, if and so long as the performance of the obligation is prevented, delayed or otherwise hindered by acts of God, fire, earthquake, flood, explosion, actions of the elements, war, riot, mob violence, inability to procure or a general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, actions of labor unions, condemnation, court orders, laws, regulations or orders of governmental or military authorities or any other cause, whether similar or dissimilar to the foregoing, not within the control of such Party (other than lack of or inability to procure funds or financing to fulfill its commitments and obligations under this OEA).

Article 15. Notices and Approvals

15.1 *Notices.* All notices, requests, demands, consents and other communications required, or permitted under this OEA shall be in writing and shall be deemed to have been duly given only when delivered (a) personally, (b) by nationally-recognized courier service such as FedEx, (c) by facsimile transmission, only so long as a copy of the notice and the confirmation report are maintained by the sending party and provided to the recipient party at its request, or a copy of the notice and the confirmation report are also served on the recipient party, by first class mail on the same date (d) by electronic mail ("e-mail"), only so long as the recipient party provides a return receipt or reply email and such receipt or reply is maintained by the sending party and provided to the recipient party at its request, or a copy of the notice and the return receipt or reply email are also served on the recipient party, by first class mail on the same date, in each case, addressed as set forth below or in the most recently recorded Memorandum of Ownership. Any party may alter the address to which communications or copies are to be sent by giving notice of such change of address to the other parties in accordance with the provisions of this Section.

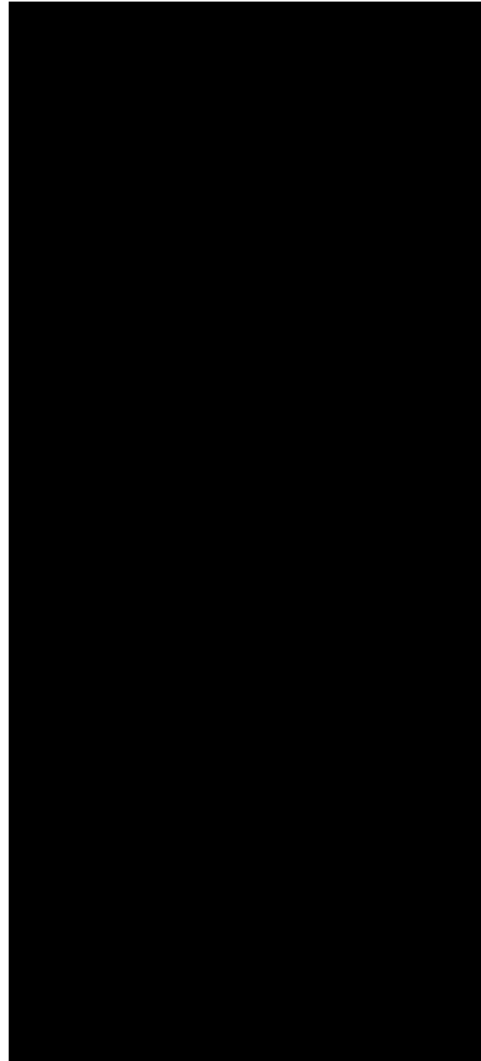
To Party 1:

Garden Fresh Fruit Market, Inc.
Attn: Adi Mor
390 Townline Road
Mundelein, Illinois 60060

To Party 2:



with a copy to Party 2's Attorney:



To Party 3:

with a copy to Party 3's Attorney:

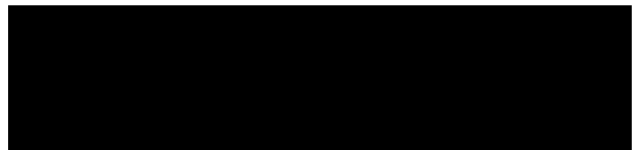
To Party 4:

with a copy to Party 4's Attorney:

To Party 5:

with a copy to Party 5's Attorney:

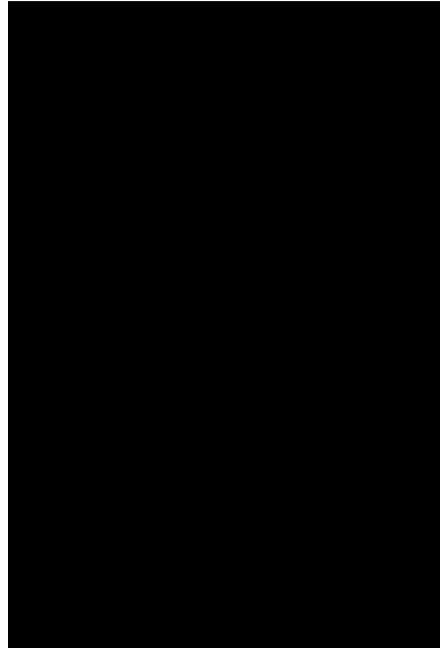
To Party 6:



with a copy to Party 6's Attorney:

To Manager:

with a copy to Manager's Attorney:



15.2 *Notice to Mortgagee.* Any Party, or Manager, serving a notice of default or any other notice of an event or act which, if taken or not taken, may become a default under this OEA, shall have the right to send a copy of such notice to the holder of a Mortgage on the Parcel of the Party so served.

15.3 *Memorandum of Ownership.* Promptly upon the execution of this OEA, Manager shall execute the Memorandum of Ownership and cause it to be recorded with the Cook County Recorder of Deeds. In the event that any Party sells or transfers fee title of a Parcel, or any portion thereof, the new Party shall (i) record an updated Memorandum of Ownership which shall be legible and typewritten, in the same form as the previously recorded version except revised to add the new Party's information, and remove the old Party's information, as applicable to properly reflect the ownership of the Parcel or Parcels following the closing of the transaction between such Parties; and (ii) promptly send a copy of the newly recorded Memorandum of Ownership to all other Parties. Any Party required to deliver a notice hereunder shall not be liable for, or have its rights limited or negatively impacted by, the failure to deliver notice to any Party which is noncompliant with this Section. Further, Manager shall record an updated Memorandum of Ownership if at any time it becomes aware that the then current Memorandum of Ownership is incorrect.

Article 16. Rights of Mortgagees

The covenants of each Party in this OEA shall run to and for the benefit of any institutional holder of any Mortgage on any Party's Parcel (in addition to each Party), which holder shall have served notice on each other Party of the existence of said Mortgage. It is specifically understood that the rights granted to the holder of a Mortgage as provided in Section are valid and enforceable, notwithstanding that said holder is not a party hereto. Such holder shall have the right to seek and obtain against any Party any and all remedies or relief available to such holder at law or in equity; provided, however, that such holder is then in possession of the Parcel to which its Mortgage pertains or is in the process of enforcing its rights to obtain possession of the Parcel.

Article 17. Estoppel Certificates

Not later than ten (10) Business Days after a Party's receipt of a written request from Manager or a Party, Manager or each Party shall deliver to the requesting Manager or Party an OEA Estoppel Certificate, in substantially the same form as attached hereto as Exhibit I, completed consistent with the terms of this OEA.

Article 18. Miscellaneous

18.1 *Captions.* The captions of this OEA are inserted only as a matter of convenience and for reference. They do not define, limit, or describe the scope or intent of this OEA and they shall not affect the interpretation hereof.

18.2 *Termination of Existing Governing Documents.* This OEA sets forth and constitutes the entire agreement of the Parties, replacing and superseding the Existing Governing Documents.

18.3 *Exhibits.* All exhibits attached hereto which are specifically mentioned in this OEA are hereby made a part hereof.

18.4 *Locative Adverbs: Terms.* The locative adverbs, "herein," "hereunder," "hereto," "hereby," "hereinafter," and like words, wherever the same appear herein, mean and refer to this OEA in its entirety and not to any specific Article, Section or Subsection hereof, unless expressly otherwise provided. When used herein, the term "including" shall mean "including without limitation" unless otherwise specifically provided.

18.5 *Severability.* If any clause or provision of this OEA operates or would prospectively operate to invalidate this OEA in whole or in part, then such clause or provision shall be disregarded as though not contained herein, and the remainder of this OEA shall remain operative and in full force and effect.

18.6 *Term.* This OEA shall remain in full force and effect until a written instrument of termination executed by all Parties is recorded with the Cook County recorder of Deeds against the Shopping Center Parcel.

18.7 *Amendment.* No provision of this OEA may be modified or revised except by a written instrument signed by all Parties. No provision may be waived, discharged, or terminated except by an instrument in writing signed by the Party against whom enforcement of the waiver, discharge, or termination is sought. This OEA shall in no manner be construed as to restrict any Party's right to obtain the prior written consent of any mortgagee encumbering a given Party's Parcel.

18.8 *OEA for Exclusive Benefit of Parties.* Except as otherwise expressly provided herein, the provisions of this OEA are for the exclusive benefit of the Parties and not for the benefit of any other Person, nor shall this OEA be deemed to have conferred any rights, express or implied, upon any third person. Nothing herein shall be construed to create any rights in or for the benefit of any space lessee of any part of the Shopping Center Parcel.

18.9 *Waiver of Default.* No express written 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 written waivers of any default in the performance of any provision of this OEA shall not be deemed to be a waiver of any subsequent default in the performance of the same provision or any other term or provision contained herein. The consent or approval by a Party to or of any act or request by another Party requiring consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar acts or requests. Unless expressly herein provided to the contrary, the rights and remedies given to a Party by this OEA 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 a Party might otherwise have by virtue of a default under this OEA, and the exercise of one such right or remedy by a Party shall not impair such Party's standing to exercise any other right or remedy.

18.10 *Payment on Default.* If under this OEA a Party is compelled or elects pursuant to this OEA to pay any sum of money or do any acts that require the payment of money by reason of another Party's failure or inability to perform any of the provisions of this OEA to be performed by such other Party, the defaulting Party shall promptly, upon demand, reimburse the paying Party for such sums. All such sums shall bear interest at the rate of five percent (5%) in excess of the prime rate of interest as published in the Money Rates section of the Wall Street Journal, or such other comparable measurement in the event such prime rate is no longer published (but in no event exceeding the applicable maximum rate per annum permitted by Applicable Laws) from the date of expenditure until the date of such reimbursement. A determination of the interest rate in effect as aforesaid shall be made on the date of expenditure and on the last Business Day of each month thereafter and shall remain in effect until the effective date of the next determination.

If such payment shall not be made within ten (10) days after such demand is made, the paying Party shall have the right to deduct the amount thereof, together with interest as aforesaid, from any sums then due or thereafter becoming due from it to the defaulting Party under this OEA, regardless of who may have an interest in the Parcel of the defaulting Party at the time such deduction(s) is/are made.

18.11 *No Partnership, Joint Venture, or Principal-Agent Relationship.* Nothing in this OEA nor any acts of the Parties shall be deemed or construed by the Parties, Manager, or by any third Person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between the Parties to this OEA.

18.12 *Successors.* This OEA shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the Parties.

18.13 *Covenants Run with the Land.* It is intended that the covenants, easements, agreements, promises, and duties of each Party as set forth in this OEA shall be construed as covenants and that, to the fullest extent legally possible, all such covenants shall run with and be enforceable against both the covenantor and the land or constitute equitable servitudes as between the Parcel of the respective covenantor, as the servient tenement, and the Parcel of the respective covenantee, as the dominant tenement. Such covenants shall terminate upon termination or expiration of this OEA.

18.14 *Choice of Law/Venue.* All questions concerning the construction, validity, and

interpretation of this OEA and the performance of the obligations imposed by this OEA shall be governed by the internal law, not the law of conflicts, of the State of Illinois. Any claims, legal proceeding, or litigation arising in connection with this OEA may only be brought in the Circuit Court of Cook County, Illinois, and the parties consent to the jurisdiction of such court with respect to any such proceeding.

18.15 *Prevailing Party.* In the event any litigation or other proceeding with respect to this OEA or any matters arising under or related to this OEA, the prevailing Party in such litigation or proceeding shall be entitled to recover from the non-prevailing Party all its reasonable fees, costs, and expenses (including, but not limited to, reasonable attorneys' fees and expenses) incurred in connection with such proceeding, in addition to such other relief as may be recovered.

18.16 *Written Consent Required.* Whenever a Party is requested to consent to or approve of any matter with respect to which its consent or approval is required by this OEA, such consent or approval, if given, shall be given in writing.

18.17 *Reasonableness of Consent.* Unless otherwise specifically provided in this OEA that a Party or Manager may act in its sole discretion or absolute discretion, or words of similar import, the Parties and Manager shall act reasonably.

18.18 *Default Shall Not Permit Termination of OEA.* No default under this OEA shall entitle any Party to terminate, cancel, or otherwise rescind this OEA; provided, however, this limitation shall not affect any other rights or remedies the Parties may have by reason of any default under this OEA.

18.19 *Right to Enjoin.* In the event of any violation or threatened violation of any of the provisions of this OEA by a Party or Occupant, any other Party shall have the right to apply to a court of competent jurisdiction for an injunction against such violation or threatened violation, or for a decree of specific performance.

18.20 *Authority of Parties.* Each of the Parties represents, covenants, and agrees that as of the Date of Agreement, it has the full right and lawful authority to enter into this OEA.

18.21 *Notice of Non-Conformity to Law.* In the event that any Party receives a notice from any governmental agency or authority to the effect that the Party so notified is in violation of any Applicable Laws in respect of the operation of any part of the Shopping Center Parcel, the Party so receiving such notice shall promptly transmit a copy thereof to the other Parties and Manager.

18.22 *Counterparts.* This OEA may be signed in several counterparts, each of which shall be deemed an original, and all such counterparts taken together shall constitute one and the same instrument.

18.23 *Incorporation of Recitals.* The Recitals first set forth above are hereby incorporated by reference into this OEA and the defined terms set forth therein are hereby incorporated into this OEA by reference.

(signature pages follow)

IN WITNESS WHEREOF, each Party has caused its duly authorized officers to sign this Construction, Operation and Reciprocal Easement Agreement as of the Date of Agreement.

PARTY 1 SIGNATURE AND NOTARY:

600 Rand Rd, LLC,
an Illinois Limited Liability Company

By: X Adi Mor.

Name: Adi Mor

Title: Manager

STATE OF ILLINOIS)
) ss.
COUNTY OF Cook)

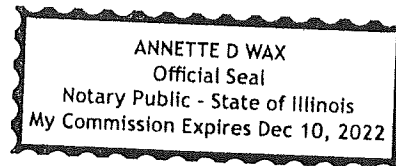
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Adi Mor, in the above noted capacity, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument in such capacity, appeared before me this day in person 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 entity, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 4 day of June 2020.

Annette D. Wax

Notary Public

My Commission Expires: 12/10/2022



(Seal)

(signatures continue on next page)

AT 40

MJR/Southpoint Real Estate Holding Company, LLC,
an Illinois limited liability company

By: [Signature]
Name: Jeffrey D. Silverman
Title: Manager

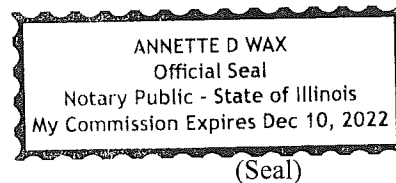
STATE OF ILLINOIS)
) ss.
COUNTY OF LAKE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Jeffrey D. Silverman, in the above noted capacity, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument in such capacity, 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 entity, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 25 day of October 2019.

Annette D. Wolf
Notary Public

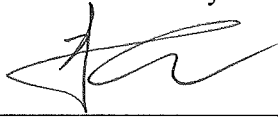
My Commission Expires: 12/10/20



(signatures continue on next page)

PARTY 3 SIGNATURE AND NOTARY:

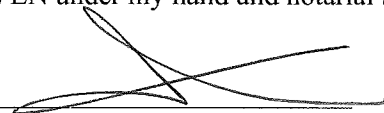
TJ Chicago Properties, LLC,
an Illinois limited liability company

By: 
Name: Taehyeon Kim
Title: Manager

STATE OF NS)
) ss.
COUNTY OF Bergen)

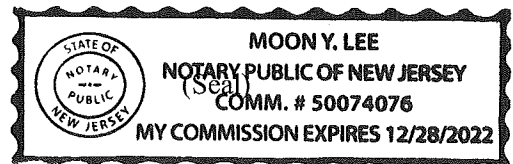
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Taehyeon Kim, in the above noted capacity, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument in such capacity, appeared before me this day in person and acknowledged that she/he signed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 16 day of Sep. 2019.


Notary Public

My Commission Expires: 12/28/2022

(signatures continue on next page)



PARTY 4 SIGNATURE AND NOTARY:

Nare Southpoint, LLC,
an Illinois limited liability company

By: [Signature]
Name: Savas Er
Title: Manager

STATE OF Illinois)
COUNTY OF DePage) ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Savas Er, in the noted capacity, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument in such capacity, 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 entity, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 1st day of October 2019.

[Signature]
Notary Public

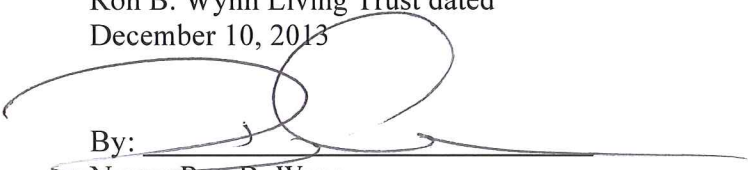
My Commission Expires: 8/12/2021



(signatures continue on next page)

PARTY 5 SIGNATURE AND NOTARY:

Ron B. Wynn Living Trust dated
December 10, 2013

By: 

Name: Ron B. Wynn

Title: Trustee

STATE OF _____)
) ss.
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Ron B. Wynn, in the noted capacity, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument in such capacity, 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 entity, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this ____ day of _____ 2019.

Notary Public

My Commission Expires: _____

**SEE ATTACHED
NOTARIAL CERTIFICATE**

(Seal)

(signatures continue on next page)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

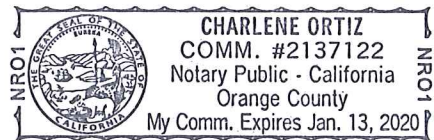
On Oct 15, 2019 before me, Charlene Ortiz, Notary Public
(insert name and title of the officer)

personally appeared Ron B. Wynn,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)



PARTY 6 SIGNATURE AND NOTARY:

Konvin Associates Limited Partnership,
an Illinois limited partnership

By: J V
Name: JOSEF YOSSE VINOGRAD
Title: 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 Josef Yossi Vinograd in the above noted capacity, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument in such capacity, appeared before me this day in person and acknowledged that she/he signed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 16 day of October 2019.

Molly Ann Lippert
Notary Public
My Commission Expires: 6/10/2020



(Seal)

(end of signatures)

SCHEDULE OF EXHIBITS

EXHIBIT A	Legal Descriptions
EXHIBIT B	Depiction of Parcels
EXHIBIT C	Plats of Survey
EXHIBIT D	Ring Roads and Access Roads
EXHIBIT E	Memorandum of Ownership
EXHIBIT F	Permissible Building Area
EXHIBIT G	Rules, Regulations and Maintenance Standards
EXHIBIT H	Signage
EXHIBIT I	OEA Estoppel Certificate

EXHIBIT A

Legal Descriptions

Part 1 to Exhibit A: Party 1 Parcel

LOTS 1 AND 2 IN THE FINAL PLAT OF GARDEN FRESH RESUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 8, 2019 AS DOCUMENT NUMBER 1903918025, BEING A RESUBDIVISION OF PART OF LOTS 1 AND 3 IN THE CUB ADDITION, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 17, 1984 AS DOCUMENT NO. 27090321, IN COOK COUNTY, ILLINOIS.

Common Address: 600 East Rand Road, Arlington Heights, Illinois 60004

PIN: 03-20-200-007-0000

Part 2 to Exhibit A: Party 2 Parcel

PARCEL 1:

PART OF LOT 1 IN THE CUB ADDITION, BEING A SUBDIVISION IN THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH EAST CORNER OF SAID LOT 1, THENCE SOUTH 0 DEGREES, 01 MINUTES, 11 SECONDS EAST ALONG THE EAST LINE OF LOT 1 A DISTANCE OF 533.00 FEET TO THE SOUTH EAST CORNER OF LOT 1; THENCE SOUTH 59 DEGREES, 58 MINUTES, 49 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 1 A DISTANCE OF 140.00 FEET TO A CORNER OF LOT 1; THENCE SOUTH 89 DEGREES, 58 MINUTES, 49 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 1 A DISTANCE OF 179.40 FEET; THENCE NORTH 0 DEGREES, 01 MINUTES, 11 SECONDS WEST 46.57 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 0 DEGREES, 01 MINUTES, 11 SECONDS WEST 105.00 FEET; THENCE NORTH 89 DEGREES, 58 MINUTES, 49 SECONDS EAST 150.00 FEET; THENCE SOUTH 0 DEGREES, 01 MINUTES, 11 SECONDS EAST 40.30 FEET; THENCE NORTH 89 DEGREES, 58 MINUTES, 49 SECONDS EAST 90.00 FEET; THENCE SOUTH 0 DEGREES, 01 MINUTES, 11 SECONDS EAST 64.70 FEET; THENCE SOUTH 89 DEGREES, 58 MINUTES, 49 SECONDS WEST 240.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 2 IN THE CUB ADDITION, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN,

ALSO THAT PART OF LOT 1 IN SAID CUB ADDITION DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1, THENCE SOUTH 0 DEGREES, 01 MINUTES, 11 SECONDS EAST ALONG THE EAST LINE OF LOT 1 A DISTANCE OF 451.43 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 0 DEGREES, 01 MINUTES, 11 SECONDS EAST ALONG SAID EAST LINE OF LOT 1 A DISTANCE OF 81.57 FEET TO THE SOUTHEAST CORNER OF LOT 1; THENCE SOUTH 59 DEGREES, 58 MINUTES, 49 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 1 A DISTANCE OF 140.00 FEET TO A CORNER OF LOT 1; THENCE SOUTH 89 DEGREES, 58 MINUTES, 49 SECONDS WEST ALONG THE SOUTHERLY LINE OF LOT 1 A DISTANCE OF 179.40 FEET; THENCE NORTH 0 DEGREES, 01 MINUTES, 11 SECONDS WEST 46.57 FEET; THENCE NORTH 89 DEGREES, 58 MINUTES, 49 SECONDS EAST 240.00 FEET; THENCE NORTH 0 DEGREES, 01 MINUTES, 11 SECONDS WEST 64.70 FEET; THENCE SOUTH 89 DEGREES, 58 MINUTES, 49 SECONDS WEST 13.45 FEET; THENCE NORTH 44 DEGREES, 58 MINUTES, 49 SECONDS EAST 56.99 FEET; THENCE NORTH 89 DEGREES, 58 MINUTES, 49 SECONDS EAST 33.80 FEET TO THE POINT OF BEGINNING;

ALSO LOT 3 IN SAID CUB ADDITION, EXCEPTING THAT PART DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 3, BEING ALSO THE NORTHWEST CORNER OF LOT 1 IN SAID CUB ADDITION, THENCE SOUTH 0 DEGREES, 01 MINUTES, 11 SECONDS EAST ALONG THE WESTERLY LINE OF LOT 1 A DISTANCE OF 191.95 FEET TO A POINT OF CURVATURE; THENCE CONTINUING IN A SOUTHERLY DIRECTION ALONG THE WESTERLY LINE OF LOT 1, SAID LINE BEING A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 130.00 FEET, AN ARC DISTANCE OF 108.42 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 105.30 FEET AND A BEARING OF SOUTH 23 DEGREES, 54 MINUTES, 41 SECONDS EAST; THENCE SOUTH 47 DEGREES, 48 MINUTES, 11 SECONDS EAST ALONG THE WESTERLY LINE OF LOT 1 A DISTANCE OF 280.60 FEET TO A POINT OF CURVATURE; THENCE IN AN EASTERLY DIRECTION ALONG THE SOUTHERLY LINE OF LOT 1, SAID LINE BEING A CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 122.50 FEET, AN ARC DISTANCE OF 90.26 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 88.23 FEET AND A BEARING OF SOUTH 68 DEGREES, 54 MINUTES, 41 SECONDS EAST; THENCE NORTH 89 DEGREES, 58 MINUTES, 49 SECONDS EAST ALONG THE SOUTHERLY LINE OF LOT 1 A DISTANCE OF 118.40 FEET TO A POINT OF CURVATURE; THENCE CONTINUING ALONG THE SOUTHERLY LINE OF LOT 1, SAID LINE BEING A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 77.50 FEET, AN ARC DISTANCE OF 89.45 FEET TO A CORNER OF LOT 1, THE CHORD OF SAID ARC HAVING A LENGTH OF 84.57 FEET AND A BEARING OF SOUTH 56 DEGREES, 57 MINUTES, 10 SECONDS EAST; THENCE SOUTH 89 DEGREES, 58 MINUTES, 49 SECONDS WEST ALONG THE WESTERLY EXTENSION OF THE SOUTHERLY LINE OF LOT 1 A DISTANCE OF 22.68 FEET, THENCE IN A NORTHWESTERLY DIRECTION ALONG A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 57.50 FEET, AN ARC DISTANCE OF 57.16 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 54.83 FEET, AND A BEARING OF NORTH 61 DEGREES, 32 MINUTES, 37 SECONDS WEST, THENCE SOUTH 89 DEGREES, 58 MINUTES, 49 SECONDS WEST 118.40 FEET TO A POINT OF CURVATURE; THENCE IN A NORTHWESTERLY DIRECTION ALONG A CURVE, CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 142.50 FEET, AN ARC DISTANCE OF 104.99 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 102.64 FEET, AND A BEARING OF NORTH 68 DEGREES, 54 MINUTES, 41 SECONDS WEST; THENCE NORTH 47 DEGREES, 48 MINUTES, 11 SECONDS WEST 280.60 FEET TO A POINT OF CURVATURE; THENCE IN A NORTHERLY DIRECTION ALONG A CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 150.00 FEET, AN ARC DISTANCE OF 125.09 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 121.50 FEET, AND A BEARING OF NORTH 23 DEGREES, 54 MINUTES, 41 SECONDS WEST; THENCE NORTH 0 DEGREES, 01 MINUTES, 11 SECONDS WEST 192.04 FEET TO THE NORTH LINE OF LOT 3; THENCE SOUTH 89 DEGREES, 59 MINUTES, 29 SECONDS EAST 20.00 FEET TO THE PLACE OF BEGINNING;

ALSO EXCEPTING FROM SAID LOT 3 THAT PORTION FALLING WITHIN SOUTHPOINT RESUBDIVISION, BEING A RESUBDIVISION OF PART OF LOT 3 IN THE CUB ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 10, 2017 AS DOCUMENT NO. 1706929022, IN COOK COUNTY, ILLINOIS.

EXCEPTING FROM THE ABOVE DESCRIBED PROPERTY THAT PART OF LOTS 1, 2 AND 3 IN THE CUB ADDITION, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 17, 1984 AS DOCUMENT 27090321, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHERLY CORNER OF SAID LOT 3 IN THE CUB ADDITION; THENCE NORTH 47 DEGREES, 48 MINUTES, 11 SECONDS WEST ALONG THE SOUTHWESTERLY LINE OF SAID LOT 3, BEING ALSO THE NORTHEASTERLY LINE OF RAND ROAD, A DISTANCE OF 410.16 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTHWESTERLY LINE OF LOT 3, NORTH 47 DEGREES, 48 MINUTES, 11 SECONDS WEST 190.40 FEET; THENCE NORTH 42 DEGREES, 11 MINUTES, 49 SECONDS EAST 120.00 FEET; THENCE NORTH 00 DEGREES, 01 MINUTES, 48 SECONDS WEST 153.58 FEET; THENCE NORTH 89 DEGREES, 58 MINUTES, 49 SECONDS EAST 45.07 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 57.50 FEET, AN ARC DISTANCE OF 57.16 FEET, THE CHORD OF SAID ARC HAVING A LENGTH OF 54.83 FEET, AND A BEARING OF SOUTH 61 DEGREES, 32 MINUTES, 37 SECONDS EAST; THENCE NORTH 89 DEGREES, 58 MINUTES, 49 SECONDS EAST 25.91 FEET; THENCE NORTH 00 DEGREES, 01 MINUTES, 11 SECONDS WEST 46.57 FEET; THENCE NORTH 89 DEGREES, 58 MINUTES, 49 SECONDS EAST 294.22 FEET; THENCE NORTH 00 DEGREES, 01 MINUTES, 48 SECONDS WEST 20.28 FEET; THENCE NORTH 89 DEGREES, 58 MINUTES, 12 SECONDS EAST 6.42 FEET TO THE EAST LINE OF SAID LOT 2; THENCE SOUTH 00 DEGREES, 01 MINUTES, 11 SECONDS EAST ALONG SAID EAST LINE, A DISTANCE OF 341.95 FEET; THENCE SOUTH 89 DEGREES, 58 MINUTES, 12 SECONDS WEST 11.77 FEET; THENCE SOUTH 00 DEGREES, 01 MINUTES, 48 SECONDS EAST 22.80 FEET; THENCE SOUTH 89 DEGREES, 58 MINUTES, 12 SECONDS WEST 305.66 FEET; THENCE SOUTH 42 DEGREES, 11 MINUTES, 49 SECONDS WEST 62.50 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 58 THROUGH 66 INCLUSIVE IN C. A. GOELZ'S ARLINGTON HEIGHTS GARDENS, A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO, VACATED PRAIRIE AVENUE (33 FEET WIDE), LYING SOUTH OF THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 66, AND NORTH OF THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 58 (BEING ALSO THE NORTH LINE OF JANE AVENUE); ALSO VACATED LILLIAN (66 FEET WIDE), LYING BETWEEN LOTS 63 AND 64 ALL IN C. A. GOELZ'S ARLINGTON HEIGHTS GARDENS, A SUBDIVISION IN THE NORTHEAST 1/4 SECTION

20, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, VACATED ACCORDING TO ORDINANCE RECORDED DECEMBER 13, 1988 AS DOCUMENT 88576174 AND FILED JULY 14, 1989 AS DOCUMENT LR3809529 IN COOK COUNTY, ILLINOIS.

EXCEPTING FROM THE ABOVE DESCRIBED PROPERTY THAT PART OF LOTS 61 THROUGH 65, INCLUSIVE, IN C. A., GOELZ'S ARLINGTON HEIGHTS GARDENS, A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, REGISTERED MARCH 13, 1928 AS DOCUMENT LR396997; ALSO PART OF VACATED PRAIRIE AVENUE (33 FEET WIDE) AND VACATED LILLIAN AVENUE (66 FEET WIDE), VACATED ACCORDING TO ORDINANCE RECORDED DECEMBER 13, 1988 AS DOCUMENT 88576174, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 62 IN SAID C. A. GOELZ'S ARLINGTON HEIGHTS GARDENS; THENCE SOUTH 00 DEGREES, 01 MINUTES, 48 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 62 AND LOT 61, A DISTANCE OF 179.19 FEET; THENCE SOUTH 89 DEGREES, 58 MINUTES, 12 SECONDS WEST 204.61 FEET; THENCE NORTH 00 DEGREES, 01 MINUTES, 48 SECONDS WEST 0.33 FEET; THENCE SOUTH 89 DEGREES, 58 MINUTES, 12 SECONDS WEST 42.65 FEET; THENCE NORTH 00 DEGREES, 01 MINUTES, 48 SECONDS WEST 94.86 FEET; THENCE SOUTH 89 DEGREES, 58 MINUTES, 12 SECONDS WEST 10.96 FEET; THENCE NORTH 00 DEGREES, 01 MINUTES, 48 SECONDS WEST 39.80 FEET; THENCE SOUTH 89 DEGREES, 58 MINUTES, 12 SECONDS WEST 24.32 FEET; THENCE NORTH 00 DEGREES, 01 MINUTES, 48 SECONDS WEST 3.08 FEET; THENCE SOUTH 89 DEGREES, 58 MINUTES, 12 SECONDS WEST 20.18 FEET; THENCE SOUTH 00 DEGREES, 01 MINUTES, 48 SECONDS EAST 7.00 FEET; THENCE SOUTH 44 DEGREES, 58 MINUTES, 12 SECONDS WEST 12.73 FEET; THENCE SOUTH 00 DEGREES, 01 MINUTES, 48 SECONDS EAST 121.74 FEET; THENCE SOUTH 89 DEGREES, 58 MINUTES, 12 SECONDS WEST 1.26 FEET TO THE WEST LINE OF VACATED PRAIRIE AVENUE, AFORESAID; THENCE NORTH 00 DEGREES, 01 MINUTES, 11 SECONDS WEST ALONG SAID WEST LINE 341.95 FEET; THENCE NORTH 89 DEGREES, 58 MINUTES, 12 SECONDS EAST 3.23 FEET; THENCE SOUTH 00 DEGREES, 01 MINUTES, 48 SECONDS EAST 10.15 FEET; THENCE SOUTH 89 DEGREES, 58 MINUTES, 12 SECONDS WEST 1.96 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 48 SECONDS EAST 152.09 FEET; THENCE SOUTH 45 DEGREES, 01 MINUTES, 48 SECONDS EAST 12.73 FEET; THENCE SOUTH 00 DEGREES, 01 MINUTES, 48 SECONDS EAST 7.00 FEET; THENCE NORTH 89 DEGREES, 58 MINUTES, 12 SECONDS EAST 20.18 FEET; THENCE NORTH 00 DEGREES, 01 MINUTES, 48 SECONDS WEST 3.08 FEET; THENCE NORTH 89 DEGREES, 58 MINUTES, 12 SECONDS EAST 24.38 FEET; THENCE NORTH 00 DEGREES, 01 MINUTES, 48 SECONDS WEST 21.40 FEET; THENCE NORTH 89 DEGREES, 58 MINUTES, 12 SECONDS EAST 10.90 FEET; THENCE NORTH 00 DEGREES, 01 MINUTES, 48 SECONDS WEST 349.03 FEET; THENCE NORTH 89 DEGREES, 58 MINUTES, 12 SECONDS EAST 226.45 FEET; THENCE SOUTH 00 DEGREES, 01 MINUTES, 48 SECONDS EAST 44.97 FEET; THENCE NORTH 89 DEGREES, 58 MINUTES, 12 SECONDS EAST 20.75 FEET TO A POINT ON THE EAST LINE OF LOT 65 IN SAID C. A. GOELZ'S ARLINGTON HEIGHTS GARDENS; THENCE SOUTH 00 DEGREES, 01 MINUTES, 48 SECONDS EAST ALONG THE EAST LINE AND EAST LINE

EXTENDED OF SAID LOTS 63, 64 AND 65, A DISTANCE OF 313.40 FEET TO THE PLACE OF BEGINNING;

ALSO EXCEPTING

PART OF LOTS 62 AND 63 IN C. A. GOELZ'S ARLINGTON HEIGHTS GARDENS, A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, REGISTERED MARCH 13, 1928 AS DOCUMENT LR396997; ALSO PART OF VACATED PRAIRIE AVENUE (33 FEET WIDE) AND VACATED LILLIAN AVENUE (66 FEET WIDE), VACATED ACCORDING TO ORDINANCE RECORDED DECEMBER 13, 1988 AS DOCUMENT 88576174, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 63; THENCE SOUTH 89 DEGREES, 42 MINUTES, 11 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 63, A DISTANCE OF 32.74 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES, 01 MINUTES, 48 SECONDS EAST 90.01 FEET; THENCE SOUTH 89 DEGREES, 58 MINUTES, 12 SECONDS WEST 10.90 FEET; THENCE SOUTH 00 DEGREES, 01 MINUTES, 48 SECONDS EAST 21.40 FEET; THENCE SOUTH 89 DEGREES, 58 MINUTES, 12 SECONDS WEST 24.38 FEET; THENCE SOUTH 00 DEGREES, 01 MINUTES, 48 SECONDS EAST 3.08 FEET; THENCE SOUTH 89 DEGREES, 58 MINUTES, 12 SECONDS WEST 20.18 FEET; THENCE NORTH 00 DEGREES, 01 MINUTES, 48 SECONDS WEST 7.00 FEET; THENCE NORTH 45 DEGREES, 01 MINUTES, 48 SECONDS WEST 12.73 FEET; THENCE NORTH 00 DEGREES, 01 MINUTES, 48 SECONDS WEST 152.09 FEET; THENCE NORTH 89 DEGREES, 58 MINUTES, 12 SECONDS EAST 64.46 FEET; THENCE SOUTH 00 DEGREES, 01 MINUTES, 48 SECONDS EAST 53.60 FEET TO THE POINT OF BEGINNING;

ALSO EXCEPTING

PART OF LOTS 61 AND 62 IN C. A. GOELZ'S ARLINGTON HEIGHTS GARDENS, A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, REGISTERED MARCH 13, 1928 AS DOCUMENT LR396997; ALSO PART OF VACATED PRAIRIE AVENUE (33 FEET WIDE), VACATED ACCORDING TO ORDINANCE RECORDED DECEMBER 13, 1988 AS DOCUMENT 88576174, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 61; THENCE SOUTH 89 DEGREES, 41 MINUTES, 51 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 61, A DISTANCE OF 32.71 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES, 01 MINUTES, 48 SECONDS EAST 80.29 FEET; THENCE SOUTH 89 DEGREES, 58 MINUTES, 12 SECONDS WEST 64.46 FEET; THENCE NORTH 00 DEGREES, 01 MINUTES, 48 SECONDS WEST 121.74 FEET; THENCE NORTH 44 DEGREES, 58 MINUTES, 12 SECONDS EAST 12.73 FEET; THENCE NORTH 00 DEGREES, 01 MINUTES, 48 SECONDS WEST 7.00 FEET; THENCE NORTH 89 DEGREES, 58 MINUTES, 12 SECONDS EAST 20.18 FEET; THENCE SOUTH 00 DEGREES, 01 MINUTES, 48 SECONDS EAST 3.08 FEET; THENCE NORTH 89 DEGREES, 58 MINUTES, 12 SECONDS EAST 24.32 FEET; THENCE SOUTH 00 DEGREES, 01 MINUTES, 48 SECONDS EAST 39.80 FEET;

THENCE NORTH 89 DEGREES, 58 MINUTES, 12 SECONDS EAST 10.96 FEET; THENCE SOUTH 00 DEGREES, 01 MINUTES, 48 SECONDS EAST 14.57 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOTS 44, 45, AND 46 IN C. A. GOELZ'S ARLINGTON HEIGHTS GARDENS, A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, REGISTERED MARCH 13, 1928 AS DOCUMENT LR396997; ALSO THAT PART OF VACATED LILLIAN AVENUE (66 FEET WIDE), VACATED ACCORDING TO ORDINANCE RECORDED DECEMBER 13, 1988 AS DOCUMENT 88576174, LYING BETWEEN SAID LOTS 45 AND 46 IN C. A. GOELZ'S ARLINGTON HEIGHTS GARDENS, IN COOK COUNTY, ILLINOIS.

Common Addresses:

622, 626, 660, 664, 668, 676 East Rand Road, Arlington Heights, Illinois 60004
780, 784, 786, 792, 816, 820, 824, 828, 832, 836 East Rand Road, Arlington Heights, Illinois 60004

PINs: Parcel 1: 03-20-200-008
Parcel 2: 03-20-200-012 and 03-20-200-013
Parcel 3: 03-20-201-014 and 03-20-203-016
Parcel 4: 03-20-201-009 and 03-20-201-015

Part 3 to Exhibit A: Party 3 Parcel

PARCEL 1:

PART OF LOTS 1, 2 AND 3 IN THE CUB ADDITION, BEING A SUBDIVISION IN THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN. ACCORDING TO THE PLAT THEREOF RECORDED MAY 17, 1984 AS DOCUMENT NO. 27090321; ALSO PART OF LOTS 61 TO 65 INCLUSIVE IN C. A. GOELZ'S ARLINGTON HEIGHTS GARDENS. A SUBDIVISION IN THE NORTH EAST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN REGISTERED MARCH 13, 1928 AS DOCUMENT NO. LR396997; ALSO PART OF VACATED PRAIRIE AVENUE (33 FEET WIDE) AND VACATED LILLIAN AVENUE (66 FEET WIDE) VACATED ACCORDING TO ORDINANCE RECORDED DECEMBER 13, 1988 AS DOCUMENT NO. 88576174, DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST SOUTHERLY CORNER OF SAID LOT 3 IN THE CUB ADDITION; THENCE NORTH 47 DEGREES 48 MINUTES 11 SECONDS WEST ALONG THE SOUTHWESTERLY LINE OF SAID LOT 3. BEING ALSO THE NORTHEASTERLY LINE OF RAND ROAD, A DISTANCE OF 410.16 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SOUTHWESTERLY LINE OF LOT 3, NORTH 47 DEGREES 48 MINUTES 11 SECONDS WEST 190.40 FEET; THENCE NORTH 42 DEGREES 11 MINUTES 49 SECONDS EAST 120.00 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 48 SECONDS WEST 153.58 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 49 SECONDS EAST 45.07 FEET TO A POINT OF 1 CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTH WEST HAVING A RADIUS OF 57.50 FEET. AN ARC DISTANCE OF 57.16 FEET, THE CHORD OF SAID ARC HAVING A LENGTH OF 54.83 FEET, AND A BEARING OF SOUTH 61 DEGREES 32 MINUTES 37 SECONDS EAST; THENCE NORTH 89 DEGREES 58 MINUTES 49 SECONDS EAST 25.91 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 11 SECONDS WEST 46.57 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 49 SECONDS EAST 294.22 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 48 SECONDS WEST 20.28 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 12 SECONDS EAST 9.65 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 48 SECONDS EAST 10.15 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 12 SECONDS WEST 1.96 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 48 SECONDS EAST 152.09 FEET; THENCE SOUTH 45 DEGREES 01 MINUTES 48 SECONDS EAST 12.73 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 48 SECONDS EAST 7.00 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 12 SECONDS EAST 20.18 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 48 SECONDS WEST 3.08 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 12 SECONDS EAST 24.38 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 48 SECONDS WEST 21.40 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 12 SECONDS EAST 10.90 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 48 SECONDS WEST 349.03 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 12 SECONDS EAST 226.45 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 48 SECONDS EAST 44.97 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 12 SECONDS 20.75 FEET TO A POINT ON THE EAST LINE OF LOT 65 IN SAID C. A. GOELZ'S ARLINGTON HEIGHTS GARDENS; THENCE SOUTH 00 DEGREES 01 MINUTES 48 SECONDS EAST ALONG THE EAST LINE AND THE EAST LINE EXTENDED OF SAID LOTS 61, 62, 63, 64 AND 65, A DISTANCE OF 492.59 FEET; THENCE

SOUTH 89 DEGREES 58 MINUTES 12 SECONDS WEST 204.61 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 48 SECONDS WEST 0.33 OF A FOOT; THENCE SOUTH 89 DEGREES 58 MINUTES 12 SECONDS WEST 42.65 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 48 SECONDS WEST 94.86 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 12 SECONDS WEST 10.96 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 48 SECONDS WEST 39.80 FEET; THENCE SOUTH 59 DEGREES 5B MINUTES 12 SECONDS WEST 24.32 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 4B SECONDS WEST 3.08 FEET; THENCE SOUTH 89 DEGREES 5B MINUTES 12 SECONDS WEST 20.18 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 48 SECONDS EAST 7.00 FEET; THENCE SOUTH 44 DEGREES 58 MINUTES 12 SECONDS WEST 12.73 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 48 SECONDS EAST 121.74 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 12 SECONDS WEST 13.03 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 48 SECONDS EAST 22.80 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 12 SECONDS WEST 305.66 FEET; THENCE SOUTH 42 DEGREES 11 MINUTES 49 SECONDS WEST 62.50 FEET TO THE PLACE OF BEGINNING IN COOK COUNTY, ILLINOIS.

PARCEL 2

PART OF LOTS 62 AND 63 IN C. A. GOELZ'S ARLINGTON HEIGHTS GARDENS, A SUBDIVISION IN THE NORTH EAST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, REGISTERED MARCH 13, 1928 AS DOCUMENT NO. LR396997; ALSO PART OF VACATED PRAIRIE AVENUE (33 FEET WIDE AND VACATED LILLIAN AVENUE (66 FEET WIDE), VACATED ACCORDING TO ORDINANCE RECORDED DECEMBER 13, 198B AS DOCUMENT NO. B857B174. DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH WEST CORNER OF SAID LOT 63; THENCE SOUTH 89 DEGREES 42 MINUTES 11 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 63, A DISTANCE OF 32.74 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 01 MINUTES 48 SECONDS EAST 90.01 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 12 SECONDS WEST 10.90 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 48 SECONDS EAST 21.40 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 12 SECONDS WEST 24.38 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 4B SECONDS EAST 3.08 FEET; THENCE SOUTH 59 DEGREES 58 MINUTES 12 SECONDS WEST 20.18 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 48 SECONDS WEST 7.00 FEET; THENCE NORTH 45 DEGREES 01 MINUTES 48 SECONDS WEST 12.73 FEET; THENCE NORTH 00 DEGREES, 01 MINUTES, 48 SECONDS WEST 152.09 FEET; THENCE NORTH 89 DEGREES 01 MINUTES 12 SECONDS EAST 64.46 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 48 SECONDS EAST 53.60 FEET THE THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3

PART OF LOTS 61 AND 62 IN C. A. GOELZ'S ARLINGTON HEIGHTS GARDENS, A SUBDIVISION IN THE NORTH EAST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, REGISTERED MARCH 13, 1928 AS DOCUMENT NO. LR398997; ALSO PART OF VACATED PRAIRIE AVENUE (33 FEET

WIDE VACATED ACCORDING TO ORDINANCE RECORDED DECEMBER 13, 1988 AS DOCUMENT NO. 88576174, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH WEST CORNER OF SAID LOT 61; THENCE SOUTH 89 DEGREES 41 MINUTES 51 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 61, A DISTANCE OF 32.71 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 01 MINUTES 48 SECONDS EAST 80.29 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 12 SECONDS WEST 64.46 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 48 SECONDS WEST 121.74 FEET; THENCE NORTH 44 DEGREES 58 MINUTES 12 SECONDS EAST 12.73 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 48 SECONDS WEST 7.00 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 12 SECONDS EAST 20.18 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 48 SECONDS EAST 3.08 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 12 SECONDS EAST 24.32 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 48 SECONDS EAST 39.80 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 12 SECONDS EAST 10.96 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 48 SECONDS EAST 14.57 FEET TO THE PLACE OF BEGINNING. IN COOK COUNTY, ILLINOIS.

Common Address: 750 East Rand Road, Arlington Heights, Illinois 60004

PIN(s): Parcel 1: 03-20-200-011 and 03-20-203-013

Parcel 2: 03-20-203-014

Parcel 3: 03-20-203-015

Part 4 to Exhibit A: Party 4 Parcel

LOT 3 IN SOUTHPOINT RESUBDIVISION, BEING A RESUBDIVISION OF PART OF LOT 3 IN THE CUB ADDITION, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 10, 2017 AS DOCUMENT NO. 1706929022, IN COOK COUNTY, ILLINOIS.

Common Address: 704-720 Rand Road, Arlington Heights, Illinois 60004

PIN: 03-20-200-016-0000

Part 5 to Exhibit A: Party 5 Parcel

LOT 2 IN SOUTHPOINT RESUBDIVISION, BEING A RESUBDIVISION OF PART OF LOT 3 IN THE CUB ADDITION, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 10, 2017 AS DOCUMENT NO. 1706929022, IN COOK COUNTY, ILLINOIS.

Common Address: 640 East Rand Road, Arlington Heights, Illinois 60004

PIN: 03-20-200-015-0000

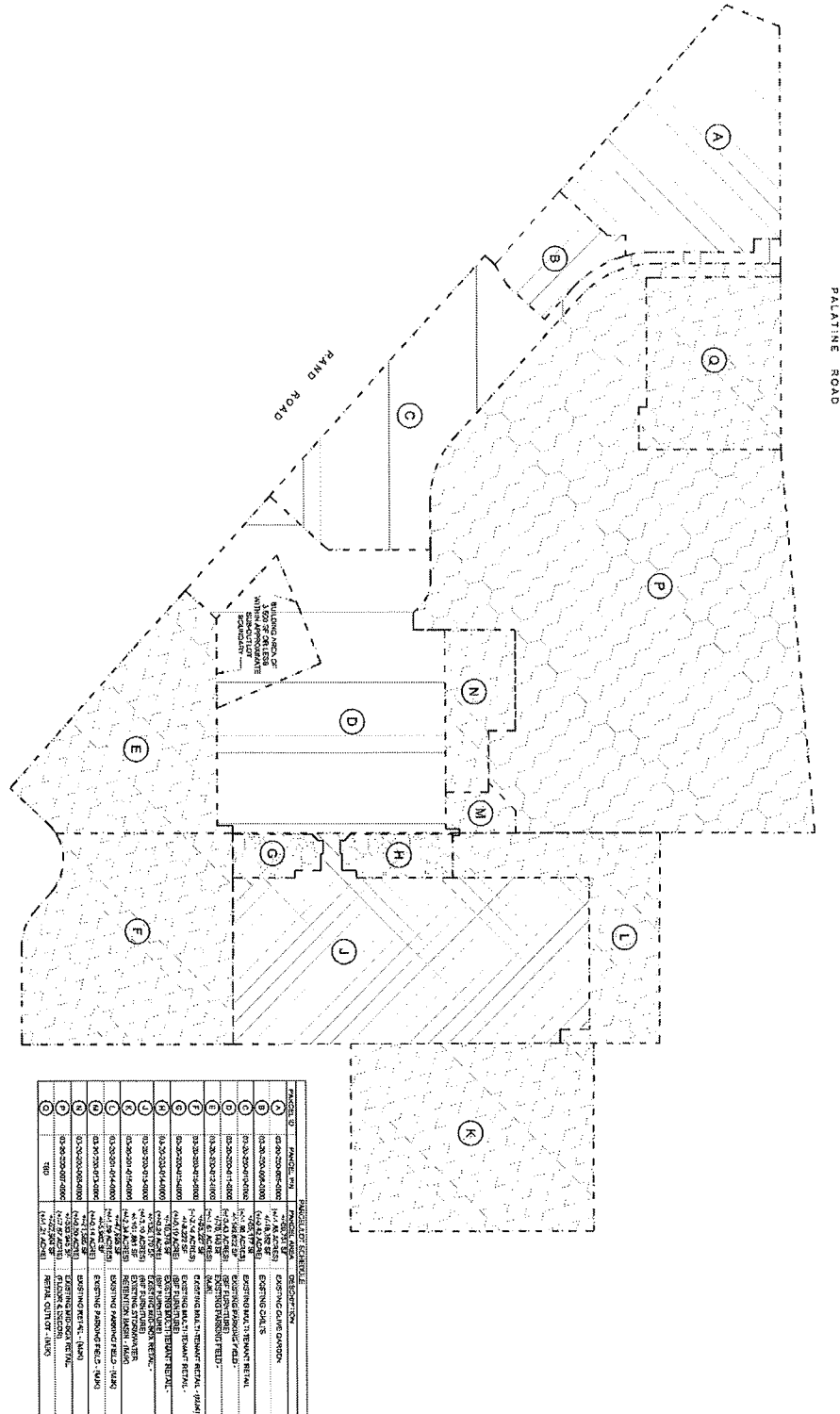
Part 6 to Exhibit A: Party 6 Parcel

LOT 1 IN SOUTHPOINT RESUBDIVISION, BEING A RESUBDIVISION OF PART OF LOT 3 IN THE CUB ADDITION, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 10, 2017 AS DOCUMENT NO. 1706929022, IN COOK COUNTY, ILLINOIS.

Common Address: 630 East Rand Road, Arlington Heights, Illinois 60004

PIN: 03-20-200-014-0000

EXHIBIT B **Depiction of Parcels**



Large view of Parcel/Lot Schedule for Depiction of Parcels

PARCEL/LOT SCHEDULE				
PARCEL ID	PARCEL PIN	PARCEL AREA	DESCRIPTION	
(A)	03-20-200-005-0000	+/-80,731 SF (+/-1.85 ACRES)	EXISTING OLIVE GARDEN	-Party 6 Parcel
(B)	03-20-200-006-0000	+/-18,352 SF (+/-0.42 ACRE)	EXISTING CHILI'S	-Party 5 Parcel
(C)	03-20-200-010-0000	+/-85,177 SF (+/-1.96 ACRES)	EXISTING MULTI-TENANT RETAIL	-Party 4 Parcel
(D)	03-20-200-011-0000	+/-149,622 SF (+/-3.43 ACRES)	EXISTING PARKING FIELD - (BIF FURNITURE)	-Party 3 Parcel
(E)	03-20-200-012-0000	+/-70,140 SF (+/-1.61 ACRES)	EXISTING PARKING FIELD - (MJK)	-Party 2 Parcel
(F)	03-20-203-016-0000	+/-93,227 SF (+/-2.14 ACRES)	EXISTING MULTI-TENANT RETAIL - (MJK)	-Party 2 Parcel
(G)	03-20-203-015-0000	+/-8,222 SF (+/-0.19 ACRE)	EXISTING MULTI-TENANT RETAIL - (BIF FURNITURE)	-Party 3 Parcel
(H)	03-20-203-014-0000	+/-10,378 SF (+/-0.24 ACRE)	EXISTING MULTI-TENANT RETAIL - (BIF FURNITURE)	-Party 3 Parcel
(J)	03-20-203-013-0000	+/-135,170 SF (+/-3.10 ACRES)	EXISTING MID-BOX RETAIL - (BIF FURNITURE)	-Party 3 Parcel
(K)	03-20-201-015-0000	+/-101,881 SF (+/-2.34 ACRES)	EXISTING STORMWATER RETENTION BASIN - (MJK)	-Party 2 Parcel
(L)	03-20-201-014-0000	+/-47,698 SF (+/-1.09 ACRES)	EXISTING PARKING FIELD - (MJK)	-Party 2 Parcel
(M)	03-20-200-013-0000	+/-5,962 SF (+/-0.14 ACRE)	EXISTING PARKING FIELD - (MJK)	-Party 2 Parcel
(N)	03-20-200-008-0000	+/-21,585 SF (+/-0.50 ACRE)	EXISTING RETAIL - (MJK)	-Party 2 Parcel
(P)	03-20-200-007-0000	+/-333,945 SF (+/-7.67 ACRE)	EXISTING MID-BOX RETAIL (FLOOR & DECOR)	-Party 1 Parcel
(Q)	TBD	+/-52,904 SF (+/-1.21 ACRE)	RETAIL OUTLOT - (MJK)	-Party 1 Parcel

Plats of Survey



[illegible]

Page 97 of 120

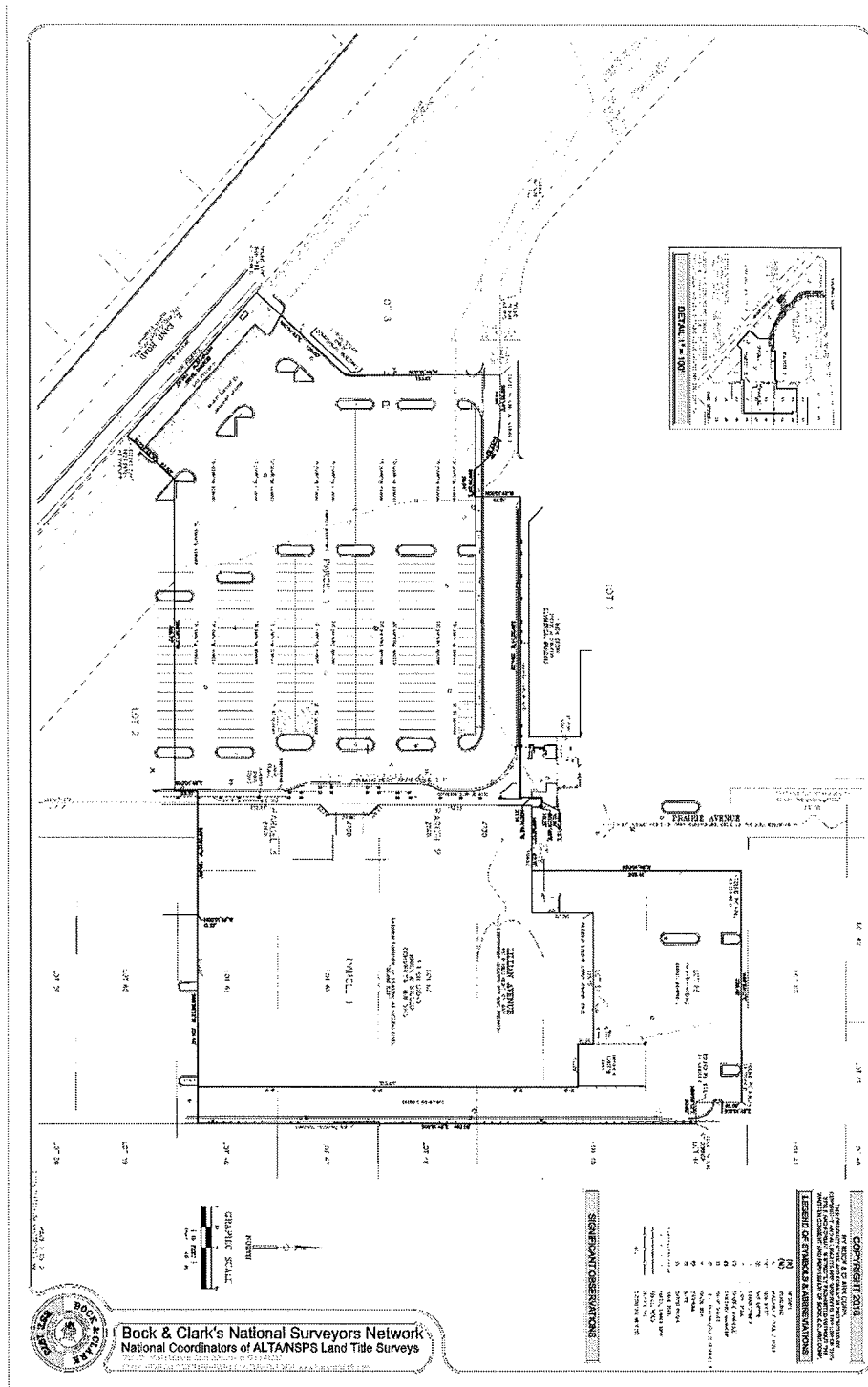


EXHIBIT C

Ring Roads and Access Roads

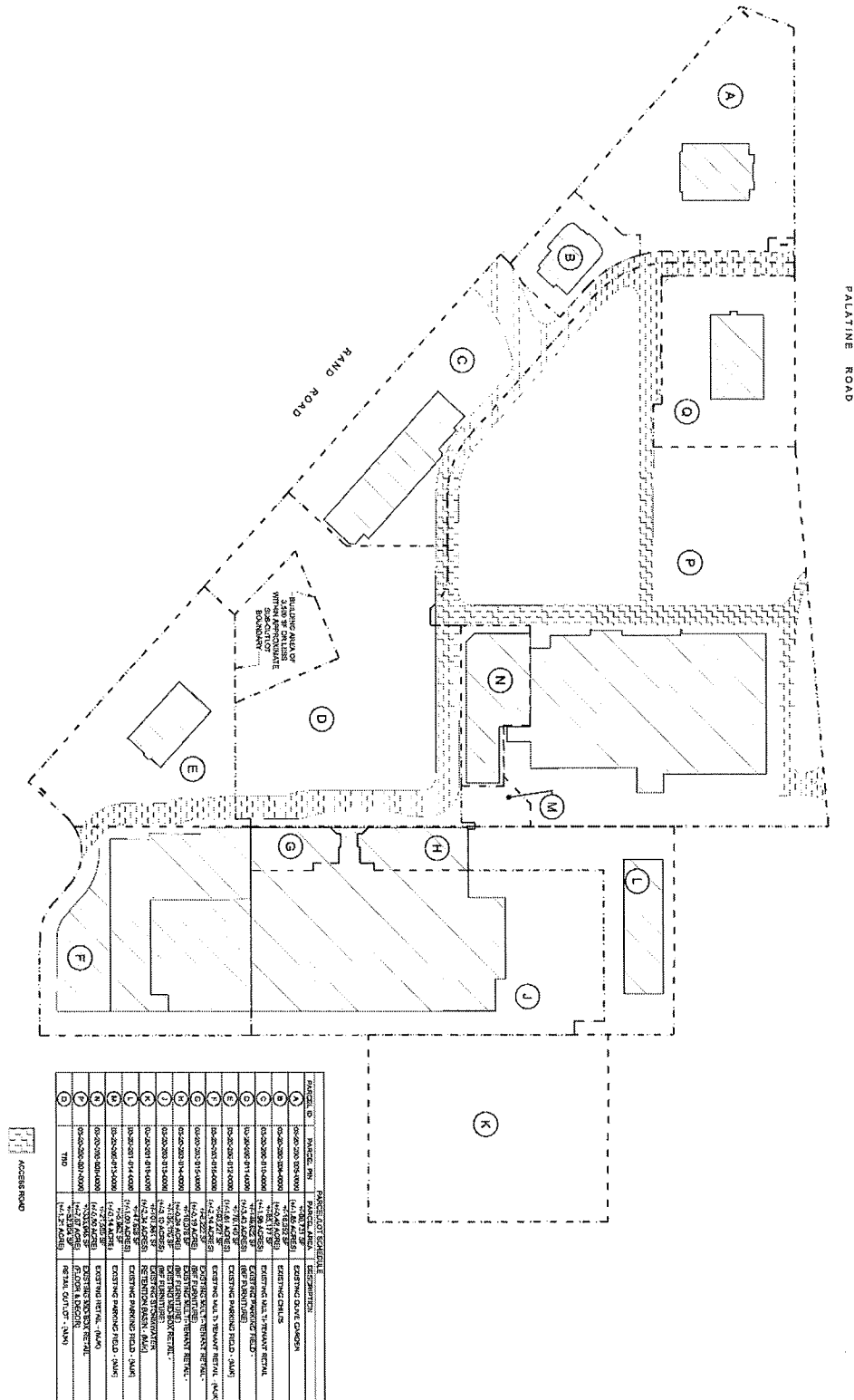


EXHIBIT D

EXHIBIT E

Memorandum of Ownership

THIS DOCUMENT WAS
PREPARED BY AND AFTER
RECORDING SHOULD BE
SENT TO:

MEMORANDUM OF OWNERSHIP

Please be advised that as of _____ the undersigned certifies that the below information is a complete and accurate statement of the matters set forth with respect to the Construction, Operation and Reciprocal Easement Agreement dated _____, recorded with the Cook County Recorder of Deeds as document number _____. The undersigned is relying upon the accuracy of the previously recorded Memorandum of Ownership recorded with the Cook County Recorder of Deeds as document number _____.

OEA PARCEL

CURRENT OWNER

NOTICE ADDRESS

(including owners of divided
Parcels)

Party 1 Parcel

Party 2 Parcel

COOK COUNTY
RECORDER OF DEEDS

Party 3 Parcel

Party 4 Parcel

Party 5 Parcel

Party 6 Parcel

MANAGER'S NAME AND NOTICE ADDRESS:

COOK COUNTY
RECORDER OF DEEDS

(signature page follows)

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

Name: _____

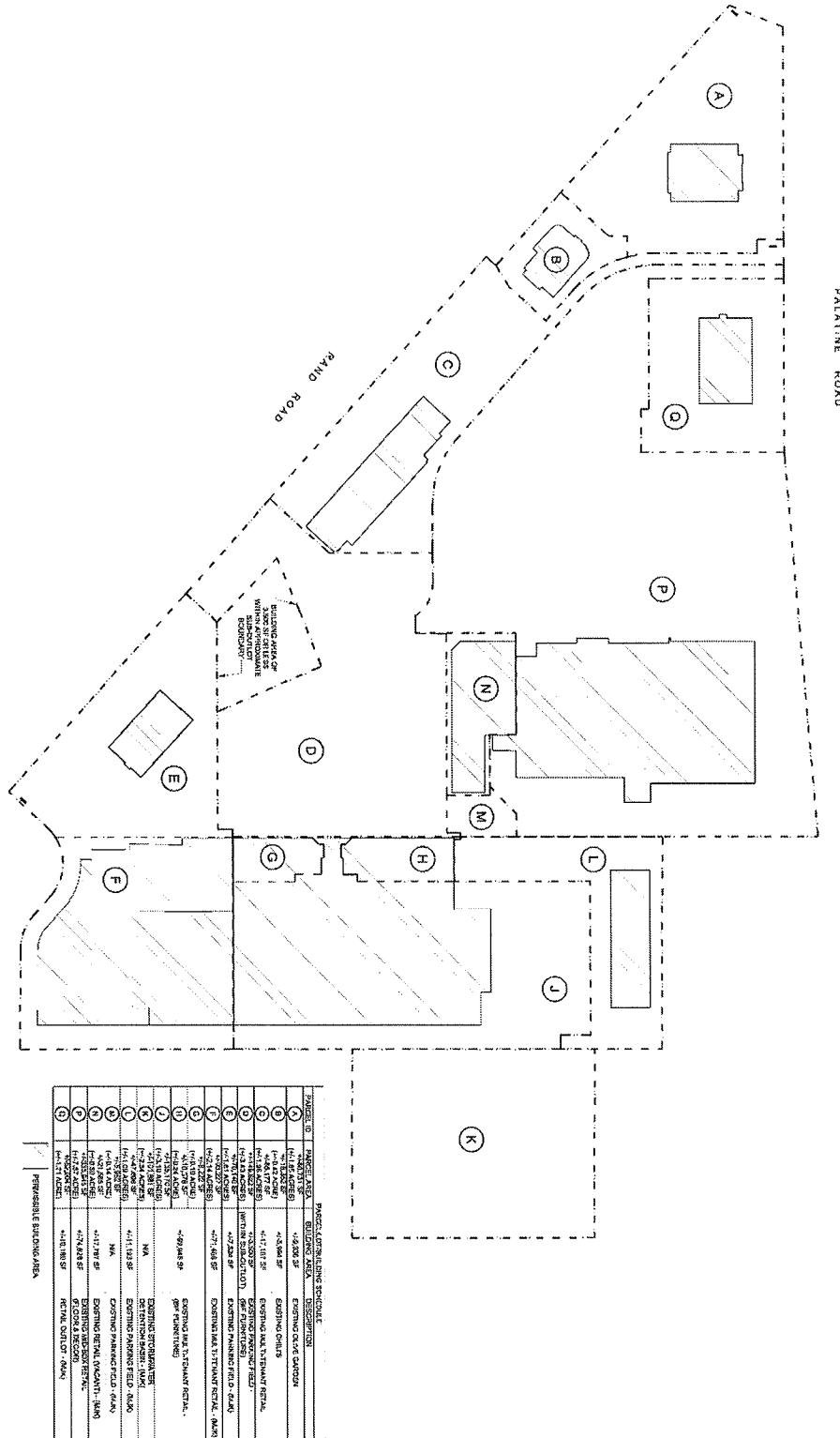
STATE OF _____)
) SS
COUNTY OF _____)

GIVEN under my hand and notarial seal this _____ day of _____.

Page 104 of 120

EXHIBIT F

Permissible Building Area



Large view of Parcel/Lot/Building Schedule for Permissible Building Area

PARCEL/LOT/BUILDING SCHEDULE			
PARCEL ID	PARCEL AREA	BUILDING AREA	DESCRIPTION
(A)	+/-80,731 SF (+/-1.85 ACRES)	+/-9,936 SF	EXISTING OLIVE GARDEN
(B)	+/-18,352 SF (+/-0.42 ACRE)	+/-5,994 SF	EXISTING CHILI'S
(C)	+/-85,177 SF (+/-1.96 ACRES)	+/-17,167 SF	EXISTING MULTI-TENANT RETAIL
(D)	+/-149,622 SF (+/-3.43 ACRES)	+/-3,500 SF (WITHIN SUB-OUTLOT)	EXISTING PARKING FIELD - (BIF FURNITURE)
(E)	+/-70,140 SF (+/-1.61 ACRES)	+/-7,524 SF	EXISTING PARKING FIELD - (MJK)
(F)	+/-93,227 SF (+/-2.14 ACRES)	+/-71,466 SF	EXISTING MULTI-TENANT RETAIL - (MJK)
(G)	+/-8,222 SF (+/-0.19 ACRE)	+/-99,945 SF	EXISTING MULTI-TENANT RETAIL - (BIF FURNITURE)
(H)	+/-10,378 SF (+/-0.24 ACRE)		
(J)	+/-135,170 SF (+/-3.10 ACRES)		
(K)	+/-101,881 SF (+/-2.34 ACRES)	N/A	EXISTING STORMWATER DETENTION BASIN - (MJK)
(L)	+/-47,698 SF (+/-1.09 ACRES)	+/-11,193 SF	EXISTING PARKING FIELD - (MJK)
(M)	+/-5,962 SF (+/-0.14 ACRE)	N/A	EXISTING PARKING FIELD - (MJK)
(N)	+/-21,585 SF (+/-0.50 ACRE)	+/-17,767 SF	EXISTING RETAIL (VACANT) - (MJK)
(P)	+/-333,945 SF (+/-7.67 ACRE)	+/-74,828 SF	EXISTING MID-BOX RETAIL (FLOOR & DECOR)
(Q)	+/-52,904 SF (+/-1.21 ACRE)	+/-10,190 SF	RETAIL OUTLOT - (MJK)



PERMISSIBLE BUILDING AREA

EXHIBIT G

Rules, Regulations and Maintenance Standards

Each Party, during the period it is obligated to maintain its Parcel or the Parcel of another Party in accordance with the terms of this OEA, shall observe and use its best reasonable efforts to cause its respective Permittees to observe the Rules, Regulations and Maintenance Standards as may from time to time be amended or modified with respect to the Parcel(s) it is obligated to maintain.

A. COMMON AREA

(i) Manager shall:

1. Inspect, maintain, provide for snow and ice removal, and repair and replace the surface of the Parking Areas, curbs and sidewalks, keeping them level, smooth and evenly covered with the type of surface material originally installed thereon or such substitute therefor as shall be, in all respects, equal in quality, appearance and durability.
2. Maintain, replace and repair such appropriate Parking Area entrance, exit and directional signs, markers and lights to keep same in good, clean and legible condition, as well as repair and replace striping as required.
3. Clean Parking Area lighting fixtures and relamp, repair and replace fixtures and standards as needed.
4. Maintain, repair and replace landscaping in the Common Area as necessary to keep the same in a first-class, thriving condition.
5. Clean any signs within the Common Area, including relamping and repairs as required.
6. Furnish pest abatement controls, as necessary.
7. Clean, repair, maintain and replace all Common Utility Facilities, to the extent that the same are not cleaned, repaired, maintained or replaced by public utilities.
8. Provide traffic control, if necessary, and security patrol.
9. Remove all papers, debris, filth and refuse from the Shopping Center, and sweep paved areas as required. All sweeping shall be done before the buildings of the Parties shall be open for business with the public, using proper motor-driven cleaning vehicles in the Parking Areas where feasible.
10. Empty all trash and rubbish containers located in the Common Area for the use of Permittees at least daily and wash same at intervals sufficient to maintain them in a clean and sanitary condition, and otherwise maintain and keep same in an attractive and good working condition.

11. Properly water and maintain all landscaping; and remove dead plants, weeds and foreign matter and such replanting and replacement as the occasion may require.

12. Inspect all hard-surfaced markings at regular intervals and promptly repaint same as they become unsightly or indistinct from wear and tear or other cause.

13. Clean all sewer catch basins on a schedule sufficient to maintain all sewer lines in a free-flowing condition, and regularly inspect all mechanical equipment related to storm and sanitary sewer facilities and keep same in proper working order.

14. Sweep all ramps and stairways, if any, at intervals sufficient to maintain same in a clean condition; inspect same at regular intervals; and promptly repair same upon the occurrence of any irregularities or worn portions thereof.

15. Clean all glass, including skylights, plate glass and/ or glass-enclosed devices at intervals sufficient to maintain the same in a clean condition.

16. Inspect all surface utility facilities servicing the Common Area, including, but not limited to, hose bibbs, standpipes, sprinklers and domestic water lines, at regular intervals and promptly repair or replace same, as the occasion may require, upon the occurrence of any defect or malfunctioning.

17. Inspect all Common Area amenities, benches, and institutional, directional, traffic and other signs at regular intervals, maintain same in a clean and attractive surface condition, and promptly repair or replace upon the occurrence of any defects or irregularities thereto.

18. Inspect all lamps at regular intervals and promptly replace same when no longer properly functioning.

(ii) The Improvements on and to the Common Area shall be repaired or replaced with materials, apparatus and facilities of a quality at least equal to the original.

(iii) All Parties shall use their best reasonable efforts to require their respective Permittees to comply with all regulations with respect to the Common Area, including, but not limited to, posted speed limits, directional markings and parking stall markings.

(iv) With respect to all mechanical and electrical facilities and systems, including, but not limited to, the lighting facilities, vertical transportation facilities, plumbing, ventilating, cooling and sprinkling systems, and actuated or manually operated doors, each Party shall (a) inspect the same at regular intervals; and (b) promptly repair the same upon the occurrence of any failure or malfunctioning.

B. *CONDUCT OF PERSONS.* The Parties do hereby establish the following rules and regulations for the use of roadways, walkways, malls, Parking Areas and other common facilities provided for the use of Permittees:

(i) Except as may otherwise be expressly permitted in this OEA, no person

shall use any roadway, walkway or mall, except as a means of egress from or ingress to any Floor Area and Parking Areas within the Shopping Center, or adjacent public streets. Such use shall be in an orderly manner, in accordance with the directional or other signs or guides. Roadways shall not be used at a speed in excess of twenty (20) miles per hour and shall not be used for parking or stopping, except for the immediate loading or unloading of passengers.

(ii) Except for employees as provided in Section 11.2 of this OEA, no Person shall use any Parking Areas except for the parking of automobiles during the period of time such Persons or the occupants of such vehicle are customers or business invitees of the retail establishments within the Shopping Center. All automobiles shall be parked in an orderly manner within the painted lines defining the individual parking places.

(iii) Unless required by Applicable Law, and in the absence of the written approval of a Majority of the Parties, no one may, in or on any part of the Common Area:

1. Vend, peddle or solicit orders for sale (including, but not limited to, special or discounted sales) or distribution of any merchandise, device, service, periodical, book, pamphlet or other matter whatsoever.

2. Install a tent, whether permanent or temporary, or permit the operation of a circus.

3. Exhibit any sign, placard, banner, notice or other written material.

4. Distribute any circular, booklet, handbill, placard or other material.

5. Solicit membership in any organization, group or association or contribution for any purpose.

6. Parade, rally, patrol, picket, demonstrate or engage in any conduct that might tend to interfere with or impede the use of any portion of the Common Area by any Permittees, use any portion of the Common Area in any way not consistent with the operation of the Shopping Center for its intended purpose, create a disturbance, attract attention or harass, annoy, disparage or be detrimental to the interest of any of the retail establishments within the Shopping Center.

7. Use any portion of the Common Area for any purpose (other than restoration, repair, maintenance or construction as permitted hereunder) when none of the Parties or other Occupants within the Shopping Center is open for business.

8. Throw, discard or deposit any paper, glass or extraneous matter of any kind, except in designated receptacles, or create litter or hazards of any kind.

9. Create or produce in any manner noise or sound that is annoying, unpleasant or distasteful to any Permittee.

10. Deface, damage or demolish any sign, light standard or fixture, landscaping material or other improvement within the Shopping Center, or the property of any

Permittee situated within the Shopping Center.

The listing of specific items as being prohibited is not intended to be exclusive, but to indicate, in general, the manner in which the right to use the Common Area solely as a means of access and convenience in shopping at the retail establishments in the Shopping Center is limited and controlled by the Parties in the Shopping Center. A Party shall not be deemed to be in default of this Paragraph if such Party is using its best reasonable efforts to exclude or stop such act or acts on its Parcel or if it is prevented by law from excluding or stopping such act or acts on its Parcel.

Any Party shall have the right to remove or exclude from or to restrain (or take legal action to do so) any unauthorized person from, or from coming upon, the Shopping Center or any portion thereof, and prohibit, abate and recover damages arising from any unauthorized act, whether or not such act is in express violation of the prohibitions listed above. In so acting such Party is not the agent of any other Party or Occupant of the Shopping Center, unless expressly authorized or directed to do so by such other Party or Occupant in writing.

(end of text on this page)

EXHIBIT H

Signage

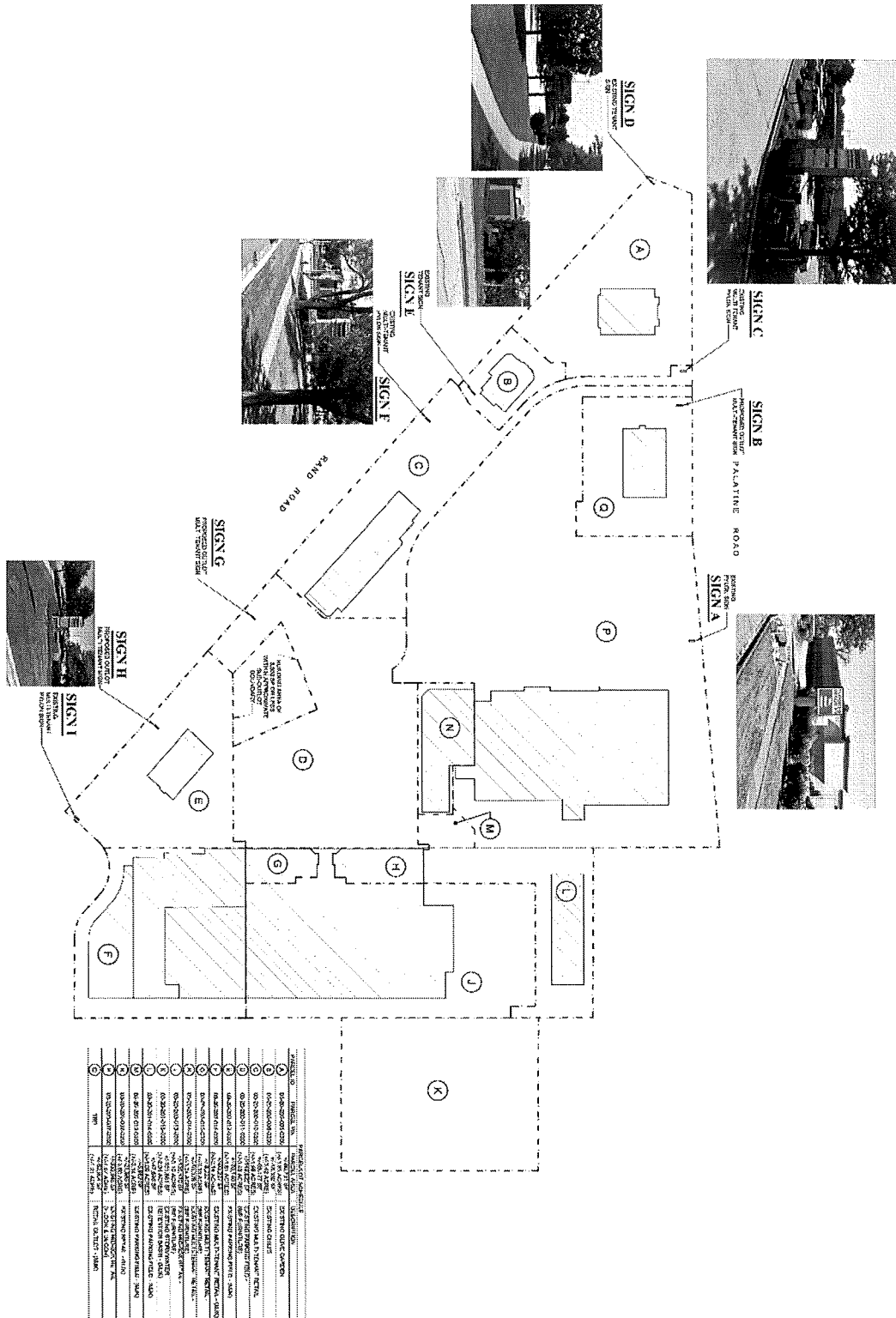


EXHIBIT H

EXHIBIT I

OEA Estoppel Certificate

To: ^

^

Re: Sale of ^ by ^ ("Seller") to ^ (together with its
 successors, designees, and assigns, "Purchaser")

Ladies and Gentlemen:

Reference is hereby made to that certain ^ Operation and Easement Agreement originally dated as of ^, and recorded with the Cook County Recorder of Deeds on ^ as Document No. ^ (the "Original OEA"). The undersigned understands that Seller is about to sell ^ to Purchaser. As such, Seller and Purchaser are requiring and will rely on this OEA Estoppel Certificate.

The undersigned hereby certifies to Seller and Purchaser that the following statements are true, correct and complete as of the date hereof:

1. The Original OEA has not been modified, amended or assigned, except pursuant to those documents listed on Exhibit A attached hereto. The Original OEA, together with all documents listed on Exhibit A attached hereto, is hereinafter referred to as the "OEA."
2. The OEA is in full force and effect.
3. The undersigned is the owner of fee simple title to _____ [describe Tract, Outlot or parcel owned] (the "Property").
4. To the best of the undersigned's knowledge, there is no default under the OEA by any Party, and no facts or circumstances exist which, with the passage of time or giving of notice, would constitute a default under the OEA.
5. The undersigned has paid all Common Area Maintenance Cost and any other amounts under the OEA which are due and owing as of the date hereof .

EXHIBIT I

6. The undersigned has the full power and authority to execute this OEA Estoppel Certificate, and the individual executing this OEA Estoppel Certificate on behalf of the undersigned has the authority to do so and to bind the undersigned thereby.
7. The undersigned acknowledges and agrees that Seller and Purchaser are entitled to rely on the statements made herein.

Capitalized terms used but not defined herein shall have the meanings ascribed to them in the OEA.

EXECUTED as of the ____ day of _____ 20^^.

FORM – DO NOT EXECUTE

^ NAME^

By: _____

Name: _____

Title: _____

EXHIBIT A TO FORM OEA ESTOPPEL CERTIFICATE

Additional OEA Documents

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

NOTICE OF PUBLIC HEARING
NOTICE IS HEREBY GIVEN THAT THE PLAN COMMISSION OF THE VILLAGE OF ARLINGTON HEIGHTS WILL CONDUCT A PUBLIC HEARING ON July 22, 2026, AT 7:30 P.M. in the Municipal Building, 33 South Arlington Heights Rd, Arlington Heights, Illinois to consider Petition No. 26-007, a Preliminary/ Final Plat of Subdivision; and a variance from Chapter 29, Section 201(a)(5) to waive the requirement for an approving opinion of a qualified professional traffic engineer as part of the subdivision. The subject property is located at 950 E. Rand Rd. in Arlington Heights, Illinois. The PIN for the subject property is 03-20-200-012-0000.

The subject property is legally described as follows: THOSE PARTS OF LOT 58, LOTS 59 AND 60 AND PART OF LOT 61 IN C.A. GOELZ'S ARLINGTON HEIGHTS GARDENS SUBDIVISION AND PARTS OF LOT 2 AND 3 IN THE CUB ADDITION SUBDIVISION AND PART OF VACATED PRAIRIE AVENUE, ALL IN THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF JANE AVE. RECORDED AS DOCUMENT NUMBER 92512223 AND THE SOUTHWESTERLY LINE OF LOT 3 IN SAID CUB ADDITION; THENCE NORTH 47 DEGREES 48 MINUTES 11 SECONDS WEST ALONG SAID SOUTHWESTERLY LINE, 395.25 FEET; THENCE NORTH 42 DEGREES 11 MINUTES 49 SECONDS EAST, 62.50 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 12 SECONDS EAST, 305.66 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 48 SECONDS WEST, 22.79 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 12 SECONDS EAST, 120.14 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 48 SECONDS EAST, 0.33 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 12 SECONDS EAST, 204.61 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 48 SECONDS EAST, 318.75 FEET TO THE NORTH LINE OF SAID JANE AVENUE; THENCE CONTINUING ALONG SAID NORTH LINE THE FOLLOWING FIVE COURSES: THENCE NORTH 89 DEGREES 41 MINUTES 42 SECONDS WEST, 147.58 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 75.00 FEET, AN ARC LENGTH OF 54.84 FEET, AND A CHORD BEARING NORTH 68 DEGREES 44 MINUTES 57 SECONDS WEST, 53.63 FEET; THENCE NORTH 47 DEGREES 48 MINUTES 11 SECONDS WEST, 38.75 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 72.00 FEET, AN ARC LENGTH OF 113.09 FEET, AND A CHORD BEARING SOUTH 87 DEGREES 11 MINUTES 49 SECONDS WEST, 101.82 FEET; THENCE SOUTH 42 DEGREES 11 MINUTES 49 SECONDS WEST, 77.07 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

The Plan Commission will consider any zoning and Subdivision actions or relief from Chapter 28 and 29 that may be necessary or convenient to allow development of the type described in this notice, or development that is less dense than the type described in this notice, including, without limitation, special use permits, variations, map or text amendments, or other special approvals. Complete list of all final zoning actions and staff report may be viewed at www.vah.com.

At the public hearing, the Plan Commission will accept and consider all testimony and evidence pertaining to the application.

All persons desiring to be heard shall be given the opportunity to be heard. Should any individual need auxiliary aid or service, such as a sign language interpreter or materials in alternative formats, please contact the Health Department at 33 South Arlington Heights Road, Arlington Heights, Illinois 60005, (847) 368-5760, TDD# (847) 368-5794.

Jay Cherwin, Chair

ARLINGTON HEIGHTS PLAN COMMISSION
Published in Daily Herald July 7, 2026 (336973)

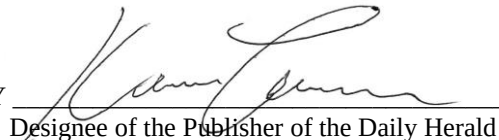
CERTIFICATE OF PUBLICATION

Northwest Suburbs Daily Herald

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the **Northwest Suburbs DAILY HERALD**. That said **Northwest Suburbs DAILY HERALD** is a secular newspaper, published in Arlington Heights, Cook County, State of Illinois, and has been in general circulation daily throughout Cook County, continuously for more than 50 weeks prior to the first Publication of the attached notice, and a newspaper as defined by 715 ILCS 5/5.

I further certify that the **Northwest Suburbs DAILY HERALD** is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published 07/07/2026 in said **Northwest Suburbs DAILY HERALD**. This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.

BY


Designee of the Publisher of the Daily Herald

Control # 336973











VILLAGE OF ARLINGTON HEIGHTS

INC. 1887

Date: 7/22/26

To: Plan Commission

CC: Emily Rodman, Director of Planning and Community Development

From: Rachel Hitzemann, Development Planner

Subject: Plan Commission 2027 Budget

The proposed Plan Commission budget request for the 2027 Fiscal year is zero dollars. The budget is identical to the budget from last fiscal year.

Recommendation

Recommend approval of the Plan Commission's 2027 budget request.