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

Arlington Heights Village Hall
33 S. Arlington Heights Road
Arlington Heights, IL 60005
August 17, 2026
7:30 PM

I. CALL TO ORDER
II. PLEDGE OF ALLEGIANCE
III. ROLL CALL OF MEMBERS
IV. APPROVAL OF MINUTES
  A. 7/20/26 Meeting Minutes
  B. 8/3/26 Meeting Minutes
V. APPROVAL OF ACCOUNTS PAYABLE
  A. 8/15/26 Warrant Register
VI. RECOGNITIONS AND COMMUNICATIONS
VII. PUBLIC HEARINGS
VIII. CITIZENS TO BE HEARD

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

IX. CONSENT AGENDA

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

1. Any Trustee who wishes to vote "no" or "pass" on any Consent Agenda items should so indicate.

2. Upon the request of any one Trustee, any item will be removed from the Consent Agenda

and considered separately after adoption of the Consent Agenda.

3. Citizens in the audience may request that the Board remove any item from this Consent Agenda for separate consideration after adoption of the Consent Agenda.

4. One roll call vote will be taken and will cover all remaining Consent Agenda items.

A. A Resolution Approving A Final Plat of Subdivision (950 East Rand Road)

X. NEW BUSINESS

XI. ADJOURNMENT

*The Village of Arlington Heights is committed to digital accessibility for all users. Persons with disabilities requiring auxiliary aids or services, such as an American Sign Language interpreter or written materials in accessible formats, should contact the Health & Human Services Department — located at 33 S. Arlington Heights Road, Arlington Heights, IL 60005 — at 847-368-5760 or ADA@vah.com.*

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

Arlington Heights Village Hall
33 S. Arlington Heights Road
Arlington Heights, IL 60005
July 20, 2026
7:30 PM

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL OF MEMBERS

President Tinaglia and the following Trustees responded to roll: James Bertucci, Wendy Dunnington, Colin Gilbert, Robin LaBedz, Bill Manganaro, Carina Santa Maria, Tom Schwingbeck, Greg Zyck.

Also present were: Randy Recklaus, Diana Mikula, Jack Cascone, Emily Rodman, Chief Nick Pecora, Deputy Chief Greg Czernecki, Hart Passman, and Maggie Mattio.

IV. APPROVAL OF MINUTES

A. 7/6/26 Meeting Minutes

Trustee LaBedz moved to Approve. Trustee Dunnington Seconded the Motion.
The Motion: Passed
Ayes: Trustee Bertucci, Trustee Dunnington, Trustee Gilbert, Trustee LaBedz, Trustee Manganaro, Trustee Santa Maria, Trustee Schwingbeck, President Tinaglia, Trustee Zyck
Nays: None
Abstain: None

V. APPROVAL OF ACCOUNTS PAYABLE

A. 7/15/26 Warrant Register

Trustee Bertucci moved to Approve the Warrant Register in the amount of $3,595,273.07. Trustee Schwingbeck Seconded the Motion.
The Motion: Passed
Ayes: Trustee Bertucci, Trustee Dunnington, Trustee Gilbert, Trustee LaBedz, Trustee Manganaro, Trustee Santa Maria, Trustee Schwingbeck, President Tinaglia, Trustee Zyck

Nays: None
Abstain: None

VI. RECOGNITIONS AND COMMUNICATIONS

A. Recognition of Tracy Drost, Mrs. Illinois America 2025

President Tinaglia recognized Tracy Drost, winner of Mrs. Illinois America 2025 and read a proclamation in her honor.

B. Recognition of Scarlet McIlrath, Miss Illinois Teen USA 2026

President Tinaglia recognized Scarlet McIlrath, winner of Miss Illinois Teen USA 2026 and read a proclamation in her honor.

C. Historic Preservation Task Force Introductions

President Tinaglia announced the creation of a Historic Preservation Task Force to gather information on historical properties and neighborhoods within the Village. Ms. Rodman announced that the task force would be chaired by Trustee LaBedz and Trustee Dunnington and identified the members of the task force.

Trustee LaBedz said that historic preservation was one of the Board's strategic goals and the task force would be engaging with stakeholders to evaluate historic preservation resources for residential areas and identify potential additional regulations. The task force consisted of a diverse group of individuals, including homeowners, builders, planning and design commissioners, and others to ensure a broad range of perspectives.

The Historic Preservation Task Force will meet on the second Thursday of each month at 4:30PM. Meetings will be open to the public and in compliance with the Open Meeting Acts.

Resident Keith Moens questioned the legitimacy and legality of the task force based on its formation. Village Attorney Passman said that the Board had the authority under its home rule powers to establish the task force, which was advisory in nature. He stated that there were no legal concerns regarding either the creation of the task force or the process used to select its members.

D. Police Sergeant Promotion

Chief Pecora announced the promotion of Detective Clabough to Sergeant. President Tinaglia administered the Oath of Office to Mr. Clabough.

VII. PUBLIC HEARINGS

A. Public Hearing for 2026-2027 Annual Action Plan for Community Development Block Grant (CDBG)

President Tinaglia called to order the Public Hearing with the following Trustees responding as present: James Bertucci, Wendy Dunnington, Colin Gilbert, Robin LaBedz, Bill Manganaro, Carina Santa Maria, Tom Schwingbeck, and Greg Zyck.

President Tinaglia said the notice of Public Hearing was published in the Daily Herald on June 8, 2026, in accordance with Federal Law. Tonight's public hearing is the second hearing for public comment on the proposed 2026-2027 Annual Action Plan for the Community Development Block Grant (CDBG).

President Tinaglia opened the hearing to Board members and the public.

Jen Strimling from Family Forward inquired about the grant funding structure for organizations that provide housing services and public services, and asked whether organizations receiving grant funding were required to be located in Arlington Heights. Ms. Rodman explained that Family Forward was categorized as a public service organization, for which grant funding was capped at 15% of the CDBG budget. She further clarified that organizations receiving grant funding were not required to be located within Arlington Heights, provided they offer services to its residents.

Resident Keith Moens stated that grant funding requests from public service entities exceeded the available funding by $20,000 and suggested that the Village use its General Fund to cover the funding gap.

Trustee LaBedz moved to Close the Public Hearing. Trustee Bertucci Seconded the Motion.
The Motion: Passed
Ayes: Trustee Bertucci, Trustee Dunnington, Trustee Gilbert, Trustee LaBedz, Trustee Manganaro, Trustee Santa Maria, Trustee Schwingbeck, President Tinaglia, Trustee Zyck
Nays: None
Abstain: None

VIII. CITIZENS TO BE HEARD

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

Resident Susan Garcia of North Ridge Avenue mentioned that the lighting above the tennis courts at Stonebridge of Arlington Heights was extremely bright, remained on all night, and has become a nuisance. Through a FOIA request, she learned of several lighting complaints against Stonebridge and requested that the Village adopt a light ordinance to regulate and prosecute lighting complaints. Mr. Recklaus said the Municipal Code currently only regulates off-street parking lighting. However, staff has been working on possible solutions and updating the zoning code to include additional light regulations.

IX. CONSENT AGENDA

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3. Citizens in the audience may request that the Board remove any item from this Consent Agenda for separate consideration after adoption of the Consent Agenda.

4. One roll call vote will be taken and will cover all remaining Consent Agenda items.

Trustee Bertucci moved to Approve. Trustee Schwingbeck Seconded the Motion.
The Motion: Passed
Ayes: Trustee Bertucci, Trustee Dunnington, Trustee Gilbert, Trustee LaBedz, Trustee Manganaro, Trustee Santa Maria, Trustee Schwingbeck, President Tinaglia, Trustee Zyck
Nays: None
Abstain: None

**Trustee LaBedz and Trustee Manganaro voted Nay on Item H - Approval of an Ordinance Amending Section 13-615 of the Municipal Code Regarding the Permitted Sale of Alcoholic Beverages Within a Social District**

A. Adoption of an Ordinance Amending Chapter 13 of the Village Code to increase the number of Class A liquor licenses to 37; recommendation that the Liquor Commissioner issue one Class A liquor license to SHUN SUSHI INC dba SHUN SUSHI located at 138 E. Rand Road; and recommendation that the Liquor Commissioner issue one Class A liquor license to ARLINGTON GRACE, LLC dba SOMEBODY'S NEIGHBORHOOD GRILL located at 858 S. Arthur Avenue

2026-35

B. Electric Vehicle Charger Ordinance and Clarifications to Chapters 23 and 27 Approved by the Building Code Review Board

2026-36

C. 660 N. Ridge Avenue – Arlington Ridge Center – PUD Amendment and Variation, PC#26-011

2026-37

D. 2026-2027 Annual Action Plan for Community Development Block Grant (CDBG)

E. A Resolution Ratifying a Grant Agreement with the State of Illinois Office of Attorney General Organized Retail Crime Program Grant

R2026-71
A2026-54

F. Resolution Approving a Contract for Backyard Drainage Improvements 2026

R2026-72
A2026-55

G. Resolution Approving an Agreement for Purchasing Card Services with U.S. Bank National Association

R2026-73
A2026-56

H. Approval of an Ordinance Amending Section 13-615 of the Municipal Code Regarding the Permitted Sale of Alcoholic Beverages Within a Social District

Trustee LaBedz and Trustee Manganaro voted Nay on Item H - Approval of an Ordinance Amending Section 13-615 of the Municipal Code Regarding the Permitted Sale of Alcoholic Beverages Within a Social District

2026-38

X. NEW BUSINESS

A. Discussion of the Liquor Commissioner's Proposed Amendments to Chapter 13 of the Municipal Code Regarding Alcohol Regulations and Classifications

Staff proposed four amendments to Chapter 13 of the Municipal Code in an effort to improve operational flexibility, strengthen business development, and simplify regulations.

Ms. Mikula presented a proposal to amend the food service requirements for restaurants with liquor licenses. The proposed change would make food service optional after 10:00 p.m., allowing businesses to continue serving alcohol until their licensed closing time while choosing to offer full food service, a limited late-night menu, or no food service after 10:00 p.m.

Second, a proposed amendment to the Village's liquor code to allow alcohol sales on Village-owned properties under an annual liquor license for Village-sponsored events. The proposal was developed in collaboration with the Senior Center following the success of its special event programming, including the sold-out *Vinyl and Vino* event. Staff explained that an annual liquor license would provide greater flexibility to expand programming for adults ages 55 and older, including future events such as Happy Hour, while supporting the Village's Age-Friendly Initiative and increasing community engagement.

Third, a proposal to create an additional packaged liquor license option to better align with current business models and encourage greater participation. The proposal would establish a new Class BBB license allowing the off-premise sale of spirits only for an annual fee of $1,500. Staff also recommended reducing the annual fee for the existing Class BB (beer and wine only) license from $2,700 to $1,500. The changes are intended to provide greater flexibility for businesses, including restaurants interested in selling specialty spirits or wine through programs such as wine clubs or bottle sales. Staff noted that the lower licensing costs addressed concerns that existing fees are cost-prohibitive and expected overall licensing revenue to remain stable through increased participation.

Lastly, a proposed amendment to regulations pertaining to the sale of single-serve alcoholic beverages for off-premises consumption license holders, including liquor stores and grocery stores. The proposal would eliminate existing complex restrictions related to refrigeration, product type, and volume, replacing them with simplified regulations. Under the changes, eligible license holders would be permitted to sell individual cans and bottles of beer, wine, and champagne regardless of size or refrigeration status, including mix-and-match beer sales. The proposal would also allow the sale of individual miniature bottles of spirits, provided bottles under 190 milliliters are stored behind the counter or in a locked display and require employee assistance for purchase. Staff stated the amendments would simplify regulations, improve compliance and customer experience, maintain theft-prevention safeguards for small bottles, and align with practices in neighboring communities.

Discussion ensued regarding the costs of the different liquor licenses and further reducing the food service requirement hours.

Mr. Chip Brooks from Hey Nonny, thanked the Staff for proposing the updates to the liquor code, and noted that it was long overdue. He requested an exception to the food service requirement for cabaret license holders, as his establishment sometimes hosts events where bar service was required but would not generate enough demand to support food service. He expressed support for eliminating the food service requirement after 10:00 p.m., and suggested the Board consider an 8:00 p.m. cutoff for food service.

Trustee Dunnington moved to direct Staff to draft an Ordinance including the food service requirement amendment, to be considered at a future Village Board Meeting that concurs with Liquor Commissioner Tinaglia's recommendations regarding food service requirement hours; alcohol sales on Village property; new liquor license options; and single-serve alcohol sales. Trustee Schwingbeck Seconded the Motion.
The Motion: Passed
Ayes: Trustee Bertucci, Trustee Dunnington, Trustee Gilbert, Trustee LaBedz, Trustee Manganaro, Trustee Santa Maria, Trustee Schwingbeck, President Tinaglia, Trustee Zyck
Nays: None
Abstain: None

Trustee Gilbert motioned to Amend the food service requirements to 8:00 P.M. Seconded by Trustee Manganaro.
The Motion: Passed
Ayes: Trustee Bertucci, Trustee Dunnington, Trustee Gilbert, Trustee LaBedz, Trustee Manganaro, Trustee Santa Maria, Trustee Schwingbeck, President Tinaglia, Trustee Zyck
Nays: None
Abstain: None

B. An Ordinance Amending Chapter 18 of the Municipal Code Regarding Administrative Adjudication

Deputy Chief Greg Czernecki reviewed the current adjudication process and noted its effectiveness in resolving Municipal Code Violations and the high rate of voluntary compliance. He presented a summary of a recent Illinois Court decision regarding municipal authority to administratively adjudicate moving violations and explained that an Illinois Supreme Court decision clarified that municipalities may adjudicate moving violations unless specifically prohibited by Ordinance or statute. The Village's Municipal Code currently adopts the Illinois Vehicle Code by reference and, as such, could prosecute moving violations via the Administrative Adjudication program. DC Czernecki proposed an amendment to Chapter 18 of the Municipal Code to authorize administrative adjudication of eligible moving violations, establish a $75 administrative penalty for most moving violations, increase penalties for occupant protection, distracted driving and certain compliance such as "fix-it" violations, require administrative hearings for commercial motor vehicle size and weight violations, and update fines for commercial vehicle parking, fire lane parking, and other parking violations to better align with neighboring communities.

In addition, the proposal would provide officers with discretion to issue a warning or a state citation. Administrative citations would allow drivers to resolve violations without appearing in court, would not affect their driving record, and would preserve the right to contest the citation through an administrative hearing and appeal any decision to the Circuit Court. It was noted that the proposed amendments would reduce officer overtime costs and an increase revenues received from fines, as the Village would receive 100% of moving violation fines as opposed to the small percentage if the violation was heard at the Circuit Court.

Trustee Dunnington asked why the Village does not allow overnight parking. DC Czernecki said overnight parking was prohibited for public safety reasons and ease of patrolling neighborhoods during overnight hours.

Trustee Gilbert asked if moving violations heard through the Administrative Adjudication program would be reported to the Secretary of State and noted that in a courtroom a

judge has the ability to impose other sanctions, such as driving school or suspending a driver's license of repeat offenders.

Trustee Schwingbeck moved to Approve the Ordinance amending Chapter 18 - Traffic of the Village Code, expanding the types of violations which may be heard locally under the Village's Administrative Adjudication Program, and amend certain traffic, parking and compliance fines to align with public safety objectives and prevailing penalties of surrounding communities. Trustee Santa Maria Seconded the Motion.
The Motion: Passed
Ayes: Trustee Bertucci, Trustee Dunnington, Trustee Gilbert, Trustee LaBedz, Trustee Manganaro, Trustee Santa Maria, Trustee Schwingbeck, President Tinaglia, Trustee Zyck
Nays: None
Abstain: None

2026-39

XII. CLOSED SESSION

5 ILCS 120/2(c)(11): litigation, when an action against, affecting or on behalf of the Village has been filed and is pending before a court or administrative tribunal, or when the Board finds that an action is probable or imminent 5 ILCS 120/2(c)(21) – Discussion of minutes lawfully closed, whether for purposes of approval of the minutes or the semi-annual review of the minutes.

5 ILCS 120/2(c)(11): litigation, when an action against, affecting or on behalf of the Village has been filed and is pending before a court or administrative tribunal, or when the Board finds that an action is probable or imminent; and 5 ILCS 120/2(c)(21) – Discussion of minutes lawfully closed, whether for purposes of approval of the minutes or the semi-annual review of the minutes.

Trustee LaBedz moved to enter into Closed Session at 10:00PM. Trustee Zyck Seconded the Motion.
The Motion: Passed
Ayes: Trustee Bertucci, Trustee Dunnington, Trustee Gilbert, Trustee LaBedz, Trustee Manganaro, Trustee Santa Maria, Trustee Schwingbeck, President Tinaglia, Trustee Zyck
Nays: None
Abstain: None

XI. ADJOURNMENT

Trustee Schwingbeck moved to Adjourn from Closed Session at 10:33PM. Trustee LaBedz Seconded the Motion.
The Motion: Passed
Ayes: Trustee Bertucci, Trustee Dunnington, Trustee Gilbert, Trustee LaBedz, Trustee Manganaro, Trustee Santa Maria, Trustee Schwingbeck, President Tinaglia, Trustee Zyck
Nays: None
Abstain: None

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

Arlington Heights Village Hall
33 S. Arlington Heights Road
Arlington Heights, IL 60005
August 3, 2026
7:30 PM

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL OF MEMBERS

President Tinaglia and the following Trustees responded to roll: James Bertucci, Wendy Dunnington, Colin Gilbert, Robin LaBedz, Bill Manganaro, Tom Schwingbeck, Greg Zyck. Trustee Carina Santa Maria was absent.
Also present were: Randy Recklaus, Diana Mikula, Emily Rodman, Chief Nick Pecora, Hart Passman, and Maggie Mattio.

IV. APPROVAL OF MINUTES

A. 4/20/26 Closed Session Minutes

Trustee LaBedz moved to Approve. Trustee Dunnington Seconded the Motion.
The Motion: Passed
Ayes: Trustee Bertucci, Trustee Dunnington, Trustee LaBedz, Trustee Manganaro, Trustee Schwingbeck, President Tinaglia, Trustee Zyck
Nays: None
Abstain: Trustee Colin Gilbert
Absent: Trustee Santa Maria

B. 5/18/26 Closed Session Minutes

Trustee Manganaro moved to Approve. Trustee LaBedz Seconded the Motion.
The Motion: Passed
Ayes: Trustee Bertucci, Trustee Dunnington, Trustee Gilbert, Trustee LaBedz, Trustee Manganaro, Trustee Schwingbeck, President Tinaglia, Trustee Zyck
Nays: None
Abstain: None
Absent: Trustee Santa Maria

V. APPROVAL OF ACCOUNTS PAYABLE

A. 7/30/26 Warrant Register

Trustee Bertucci moved to Approve the Warrant Register dated July 30, 2026, in the amount of $4,759,792.85. Trustee Schwingbeck Seconded the Motion.
The Motion: Passed
Ayes: Trustee Bertucci, Trustee Dunnington, Trustee Gilbert, Trustee LaBedz, Trustee Manganaro, Trustee Schwingbeck, President Tinaglia, Trustee Zyck
Nays: None
Abstain: None
Absent: Trustee Santa Maria

VI. RECOGNITIONS AND COMMUNICATIONS

A. Recognition of Hersey Cheer - State Champs

President Tinaglia recognized the Hersey Co-Ed Cheerleading Team for placing 1st at the Illinois High School Association (IHSA) State Competition.

B. Recognition of Ernest Blomquist, Village Prosecutor

President Tinaglia read a proclamation recognizing Ernest (Ernie) Blomquist who served as the Village Prosecutor for 48 years. He thanked Mr. Blomquist for his dedication, the exceptional job he's done for the Village and his contribution to making the Village a safe community.

Mr. Blomquist reminisced about his career as Village Prosecutor, honored his mentor, Jack Siegel, who offered him the opportunity to prosecute for the Village, and remembered fallen officers.

VII. PUBLIC HEARINGS

VIII. CITIZENS TO BE HEARD

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

Resident Susan Garcia thanked the Village Manager, Fire Chief Harris, and Trustee Zyck for arranging a meeting with Stonebridge to discuss the lighting issues affecting neighboring homes. She reported that following the meeting, Stonebridge adjusted the lighting, providing significant relief to neighboring homes. She noted that the basketball and tennis court lights remain on overnight, attracting late-night gatherings and creating noise. Ms. Garcia suggested that the Village consider enforcing the existing off-street parking lighting ordinance to address the remaining lighting concerns.

Resident Robert Brodecki asked the Board to adopt an Ordinance allowing land banking as an alternate to immediately constructing all required parking spaces. He said that the minimum parking requirements are often arbitrary, increase development costs, and delay new projects. Land banking would allow developers to reserve space for future parking needs, while preserving green space, reducing unnecessary pavement and stormwater impacts, and lowering costs that are ultimately passed onto customers.

Resident Thomas Bucchianeri expressed concern over the water main improvement

project on Euclid Avenue which has encroached on his property. He also stated that Swallow Construction's heavy equipment and vehicles had damaged both the parkway and the street, and requested that the company be held responsible for restoring them to their original condition.

IX. CONSENT AGENDA

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4. One roll call vote will be taken and will cover all remaining Consent Agenda items.

Trustee LaBedz moved to Approve. Trustee Bertucci Seconded the Motion.
The Motion: Passed
Ayes: Trustee Bertucci, Trustee Dunnington, Trustee Gilbert, Trustee LaBedz, Trustee Manganaro, Trustee Schwingbeck, President Tinaglia, Trustee Zyck
Nays: None
Abstain: None
Absent: Trustee Santa Maria

A. Resolution Approving a Contract for Design Engineering for the 2027 Water Main Project

R2026-74
A2026-57

B. Resolution Authorizing the Purchase of Eleven Police Vehicles

R2026-75

C. Resolution Authorizing an Intergovernmental Agreement with Cook County DOT and Highways for Phase III Construction and Construction Engineering Required for the Euclid Avenue Resurfacing Project

R2026-76
A2026-58

D. Resolution Approving the Purchase of Private Office Furniture for the Fire Department

R2026-77

E. Resolution Authorizing a Change Order 1 to Incorporate the Kensington Road and Waterman Avenue Traffic Signal into the 2026 Resurfacing and Sidewalk Program Contract

R2026-78

F. An Ordinance Amending Chapter 30 of the Municipal Code of the Village of Arlington Heights Regarding Drive-Through Restaurant Signage and Sign Variation Notification Requirements

2026-40

G. Ordinance Amending Chapter 13 of the Municipal Code Regarding Alcohol Regulations and Classifications

2026-41

H. Resolution - Adoption of the Board of Fire and Police Commissioners Rules

R2026-79

X. NEW BUSINESS

A. Appointment of Bridget Krause to the Performing Arts at Metropolis Board of Directors, completing the term ending 9/16/2026 and fulfilling the next term ending 9/16/2029

Trustee Dunnington moved to Concur in the Mayor's Appointment. Trustee Schwingbeck Seconded the Motion.
The Motion: Passed
Ayes: Trustee Bertucci, Trustee Dunnington, Trustee Gilbert, Trustee LaBedz, Trustee Manganaro, Trustee Schwingbeck, President Tinaglia, Trustee Zyck
Nays: None
Abstain: None
Absent: Trustee Santa Maria

B. 330 W. Golf Road (COIUM) Affordable Senior Housing Development - Early Review

Julie DeGraaf, Vice President of Community Redevelopment at Preservation of Affordable Housing (POAH) was before the Board proposing to develop an affordable senior housing facility on underutilized land owned by the Church of the Incarnation United Methodist (COIUM) at 330 W. Golf Road. The proposed development consisted of three and four-story buildings containing a total of 60 units, with indoor and outdoor amenities such as gathering spaces, a library, fitness room, and a recreation-game room. The proposal also incorporated campus beautification, a landscaped green buffer between the development and surrounding single-family homes, a large open green space, and 123 parking spaces for residents, guests, and the church. Ms. DeGraaf mentioned that initially the original proposal included more units, but was revised following feedback from the Planning Department. She stated that in order for the development to be economically viable, there had to be a minimum of 50–60 units to support long-term operational costs. She presented conceptual drawings of the exterior of the building and outdoor space.

The project budget was based on a typical affordable housing financing structure that included Low-Income Housing Tax Credits (LIHTC) through the Illinois Housing Development Authority (IHDA), a private bank mortgage, and additional public funding sources, including the county and the Federal Home Loan Bank. The development team plans to submit a Preliminary Project Assessment (PPA) to IHDA in September as the first step in the funding process. They also recently applied for $750,000 from the Village's Affordable Housing Trust Fund to help cover predevelopment costs and support the overall project budget. The requested funding would provide critical low-cost capital and demonstrate the Village's support for the project, strengthening future funding applications and reinforcing the project's importance to the community.

Ms. Rodman provided an overview of the proposed development. She stated the property was currently zoned R-3, and the applicant requested rezoning to R-6 to accommodate the proposed residential density. She noted that while the Comprehensive Plan designated the property for institutional use, R-6 zoning would be more appropriate for the proposed multifamily residential use should the project move forward. An initial review prompted concerns as it related to the site layout, site setback, building height, and density; parking; site traffic; and landscaping. She outlined the anticipated review and approval process and encouraged the applicant to conduct community outreach to receive preliminary feedback regarding potential impacts and design considerations.

Ms. Rodman requested Board feedback on the proposed 60-unit senior affordable housing development, including the appropriateness of the site and surrounding neighborhood, support for the Village submitting a letter to IHDA on behalf of the applicant's LIHTC application, preliminary direction regarding the applicant's request for an Affordable Housing Trust Fund loan, and any additional concerns or feedback identified by staff.

The Board expressed general support for the concept of developing affordable housing for seniors, noting it was a great location with nearby shopping and along the Pace bus route. However, there were concerns regarding the building's proposed height, parking requirements, loan repayment structure, and property taxes. It was suggested that the development be reconfigured to move the tallest portion of the building furthest away from the surrounding single-family homes.

Public comments were all in support of the proposed development.

XI. ADJOURNMENT

Trustee Schwingbeck moved to Adjourn at 10:22PM. Trustee LaBedz Seconded the Motion.
The Motion: Passed
Ayes: Trustee Bertucci, Trustee Dunnington, Trustee Gilbert, Trustee LaBedz, Trustee Manganaro, Trustee Schwingbeck, President Tinaglia, Trustee Zyck
Nays: None
Abstain: None
Absent: Trustee Santa Maria

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**VILLAGE OF ARLINGTON HEIGHTS**

**WARRANT REGISTER FOR CHECK DATE: 8/15/2026**

| Fund | Fund Description | Total Transaction Amount |
|---|---|---|
| 101 | GENERAL FUND | $406,804.97 |
| 215 | CDBG FUND | $10,807.47 |
| 227 | FOREIGN FIRE INS TAX FUND | $6,791.58 |
| 231 | CRIMINAL INVESTIGATION FD | $14,254.73 |
| 235 | MUNICIPAL PARKG OPR FUND | $111,632.17 |
| 267 | SOUTH ARL HTS RD TIF | $24,227.96 |
| 401 | CAPITAL PROJECTS FUND | $614,852.28 |
| 505 | WATER AND SEWER FUND | $1,637,385.35 |
| 506 | LEAD SERVICE LINE REPLACEMENT | $295,540.58 |
| 511 | SOLID WASTE FUND SWANCC | $153,380.00 |
| 515 | ARTS ENTERT & EVENTS FUND | $2,405.85 |
| 605 | HEALTH INSURANCE FUND | $981,400.48 |
| 611 | GENERAL LIABILITY INS FND | $902.21 |
| 621 | FLEET OPERATIONS FUND | $26,521.92 |
| 625 | TECHNOLOGY FUND | $43,428.83 |
| 715 | GUARANTY DEPOSITS FUND | $5,300.00 |
| | **TOTAL ALL FUNDS** | **$4,335,636.38** |

# VILLAGE OF ARLINGTON HEIGHTS

## WARRANT REGISTER

## CHECK DATE: 8/15/2026

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 0000 | **NON DEPARTMENTAL** | | | | |
| 318071 | 611-0000-471105- | INTERGOVERNMENTAL RISK MGMT AGENCY | REIMBURSEMENT FOR CLAIM | $902.21 | **$902.21** |
| 318111 | 101-0000-433140- | BLUE CROSS AND BLUE SHIELD OF ILLINOIS | AMBULANCE REFUND | $321.30 | **$321.30** |
| 318112 | 101-0000-433140- | BLUE CROSS AND BLUE SHIELD OF ILLINOIS | AMBULANCE REFUND | $108.02 | **$108.02** |
| 318113 | 101-0000-433140- | BONNIE ROLLER | AMBULANCE REFUND | $225.00 | **$225.00** |
| 318114 | 101-0000-433140- | IL BCBS | AMBULANCE REFUND | $112.31 | **$112.31** |
| 318115 | 101-0000-433140- | PGBA, LLC. | AMBULANCE REFUND | $508.38 | **$508.38** |
| 318116 | 101-0000-433140- | RMS | AMBULANCE REFUND | $1,429.28 | **$1,429.28** |
| 318117 | 715-0000-220930- | A-1 Contractors, Inc. | BOND REFUND-REC-021372-2026 | $200.00 | **$200.00** |
| 318118 | 715-0000-220930- | BILL COONEY | BOND REFUND-REC-021381-2026 | $200.00 | **$200.00** |
| 318119 | 715-0000-220930- | Ewa Banasik | BOND REFUND-REC-021375-2026 | $200.00 | **$200.00** |
| 318120 | 715-0000-220930- | Fortis Ground Werks | BOND REFUND-REC-021373-2026 | $200.00 | **$200.00** |
| 318121 | 715-0000-220930- | Fortis Ground Werks | BOND REFUND-REC-021376-2026 | $200.00 | **$200.00** |

# VILLAGE OF ARLINGTON HEIGHTS
## WARRANT REGISTER
## CHECK DATE: 8/15/2026

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| | | | | | **$200.00** |
| 318122 | 715-0000-220930- | Grade A Asphalt Services | BOND REFUND-REC-021378-2026 | $200.00 | |
| | | | | | **$200.00** |
| 318123 | 715-0000-220930- | Jazdek Company, LLC dba Sam The Concrete Man Northwest Chicago | BOND REFUND-REC-021371-2026 | $200.00 | |
| | | | | | **$200.00** |
| 318124 | 715-0000-220930- | JRC Design Build | BOND REFUND-REC-021383-2026 | $200.00 | |
| | | | | | **$200.00** |
| 318125 | 715-0000-220930- | Kevin Locallo | BOND REFUND-REC-021380-2026 | $200.00 | |
| | | | | | **$200.00** |
| 318126 | 715-0000-220930- | PHI3 Construction | BOND REFUND-REC-021368-2026 | $200.00 | |
| | | | | | **$1,900.00** |
| 318127 | 715-0000-220930- | Smart Construction Group, Ltd. | BOND REFUND-REC-021386-2026 | $200.00 | |
| 318127 | 715-0000-220930- | Smart Construction Group, Ltd. | BOND REFUND-REC-021386-2026 | $200.00 | |
| 318127 | 715-0000-220930- | Smart Construction Group, Ltd. | BOND REFUND-REC-021386-2026 | $500.00 | |
| 318127 | 715-0000-220930- | Smart Construction Group, Ltd. | BOND REFUND-REC-021386-2026 | $500.00 | |
| 318127 | 715-0000-220930- | Smart Construction Group, Ltd. | BOND REFUND-REC-021386-2026 | $500.00 | |
| | | | | | **$200.00** |
| 318128 | 715-0000-220930- | Total Paving | BOND REFUND-REC-021382-2026 | $200.00 | |
| | | | | | **$1,200.00** |
| 318129 | 715-0000-220930- | XM Construction & Service Inc | BOND REFUND-REC-017490-2026 | $200.00 | |
| 318129 | 715-0000-220930- | XM Construction & Service Inc | BOND REFUND-REC-017490-2026 | $500.00 | |
| 318129 | 715-0000-220930- | XM Construction & Service Inc | BOND REFUND-REC-017490-2026 | $500.00 | |
| | | | | | **$131.95** |
| 318134 | 101-0000-421100- | FRANCES POSITANO | LICENSE REFUND | $130.00 | |
| 318134 | 101-0000-489900- | FRANCES POSITANO | LICENSE REFUND | $1.95 | |

# VILLAGE OF ARLINGTON HEIGHTS

## WARRANT REGISTER

## CHECK DATE: 8/15/2026

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| | | | | | **$3,915.69** |
| 902910 | 101-0000-210910- | EMPLOYEE BENEFITS CORP | HEALTH/DEPENDENT CARE FSA | $3,915.69 | |
| | | | | | **$6,930.51** |
| 902911 | 101-0000-211060- | VISION SERVICE PLAN | AUGUST 2026 VISION INSURANCE | $1,848.71 | |
| 902911 | 101-0000-211060- | VISION SERVICE PLAN | AUGUST 2026 VISION INSURANCE | $5,081.80 | |
| | | | | | **$4,033.28** |
| 902914 | 101-0000-210910- | EMPLOYEE BENEFITS CORP | HEALTH/DEPENDENT CARE FSA | $2,985.17 | |
| 902914 | 101-0000-210930- | EMPLOYEE BENEFITS CORP | HEALTH/DEPENDENT CARE FSA | $1,048.11 | |
| | | | | | **($44,124.45)** |
| 902920 | 605-0000-471230- | BLUE CROSS BLUE SHIELD OF ILLINOIS | MEDICAL/DENTAL 07/16-07/31 | ($44,124.45) | |
| | | | | | **$2,341.43** |
| 902922 | 101-0000-210910- | EMPLOYEE BENEFITS CORP | HEALTH/DEPENDENT CARE FSA | $2,341.43 | |
| | | | **DEPARTMENT 0000 TOTAL:** | ($17,865.09) | |

# VILLAGE OF ARLINGTON HEIGHTS

## WARRANT REGISTER

## CHECK DATE: 8/15/2026

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 0101 | **BOARD OF TRUSTEES ADMIN** | | | | |
| 318025 | 101-0101-521650- | CAPTION FIRST INC | PROFESSIONAL SERVICES | $397.50 | **$397.50** |
| 318027 | 101-0101-530010- | CHICAGO TRIBUNE | SUBSCRIPTION | $429.49 | **$429.49** |
| 318085 | 101-0101-521650- | LORELLE COMMUNICATIONS, INC | PROFESSIONAL SERVICES | $4,500.00 | **$4,500.00** |
| 318108 | 101-0101-522020- | NORTHWEST MUNICIPAL CONFERENCE | DUES | $25,528.00 | **$25,528.00** |
| | | | **DEPARTMENT 0101 TOTAL:** | $30,854.99 | |

# VILLAGE OF ARLINGTON HEIGHTS

## WARRANT REGISTER

## CHECK DATE: 8/15/2026

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 0201 | **INTEGRATED SERVICES ADMIN** | | | | |
| | | | | | **$25.00** |
| 318052 | 101-0201-530050- | FASTSIGNS | PRINTING SERVICES | $25.00 | |
| | | | | | **$55.90** |
| 318109 | 101-0201-530010- | ODP BUSINESS SOLUTIONS | OFFICE SUPPLIES | $15.49 | |
| 318109 | 101-0201-530050- | ODP BUSINESS SOLUTIONS | OFFICE SUPPLIES | $40.41 | |
| | | | **DEPARTMENT 0201 TOTAL:** | $80.90 | |

# VILLAGE OF ARLINGTON HEIGHTS

## WARRANT REGISTER

## CHECK DATE: 8/15/2026

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 0301 | **HUMAN RESOURCES ADMIN** | | | | |
| | | | | | **$150.00** |
| 318064 | 101-0301-522010- | ICMA DISTRIBUTION CENTER | ADVERTISING | $75.00 | |
| 318064 | 101-0301-522010- | ICMA DISTRIBUTION CENTER | ADVERTISING | $75.00 | |
| | | | | | **$50.00** |
| 318070 | 101-0301-522010- | ILCMA | ADVERTISING | $50.00 | |
| | | | | | **$39.38** |
| 318184 | 101-0301-522700- | VERIZON WIRELESS | ACCT 28544404900001 | $39.38 | |
| | | | | | **$39.39** |
| 318185 | 101-0301-522700- | VERIZON WIRELESS | ACCT 2854404900001 | $39.39 | |
| | | | | | **$363,449.49** |
| 902909 | 605-0301-520600- | HMO ILLINOIS | AUGUST 2026 PREMIUMS | $363,449.49 | |
| | | | | | **$160,091.68** |
| 902919 | 605-0301-520550- | BLUE CROSS BLUE SHIELD OF ILLINOIS | ADMIN FEES JULY 2026 | $160,091.68 | |
| | | | | | **$501,983.76** |
| 902920 | 605-0301-542750- | BLUE CROSS BLUE SHIELD OF ILLINOIS | MEDICAL/DENTAL 07/16-07/31 | $463,305.29 | |
| 902920 | 605-0301-542770- | BLUE CROSS BLUE SHIELD OF ILLINOIS | MEDICAL/DENTAL 07/16-07/31 | $38,678.47 | |
| | | | **DEPARTMENT 0301 TOTAL:** | $1,025,803.70 | |

# VILLAGE OF ARLINGTON HEIGHTS
## WARRANT REGISTER
## CHECK DATE: 8/15/2026

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 0501 | **FINANCE ADMIN** | | | | |
| | | | | | **$90.17** |
| 317998 | 101-0501-530050- | AMAZON COM CAPITAL SERVICES | OFFICE SUPPLIES | $25.22 | |
| 317998 | 101-0501-530050- | AMAZON COM CAPITAL SERVICES | OFFICE SUPPLIES | $64.95 | |
| | | | | | **$25.20** |
| 318023 | 101-0501-522150- | CANON U.S.A. INC | OFFICE MACHINES & ACCESS | $25.20 | |
| | | | | | **$9,453.94** |
| 318029 | 101-0501-521655- | CIVICPLUS LLC | SOFTWARE | $9,453.94 | |
| | | | | | **$108.00** |
| 318041 | 101-0501-522010- | DAILY HERALD MEDIA GROUP | ADVERTISING | $108.00 | |
| | | | | | **$98.12** |
| 318144 | 101-0501-530050- | PETTY CASH | KITCHEN SUPPLIES | $98.12 | |
| | | | | | **$1,346.26** |
| 318158 | 505-0501-522100- | SEBIS DIRECT INC | PRINTING SERVICES | $1,346.26 | |
| | | | | | **$39.39** |
| 318180 | 101-0501-522700- | VERIZON WIRELESS | ACCT 38508581800001 | $39.39 | |
| | | | | | **$4,755.76** |
| 902917 | 505-0501-522050- | SEBIS DIRECT INC | POSTAGE | $4,755.76 | |
| | | | | | **$2,784.63** |
| 902921 | 101-0501-522050- | CITIBANK | POSTAGE | $2,784.63 | |
| | | | **DEPARTMENT 0501 TOTAL:** | $18,701.47 | |

# VILLAGE OF ARLINGTON HEIGHTS

## WARRANT REGISTER

## CHECK DATE: 8/15/2026

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 0601 | **INFORMATION TECHNOLOGY ADMIN** | | | | |
| | | | | | **$148.56** |
| 317998 | 625-0601-530050- | AMAZON COM CAPITAL SERVICES | OFFICE SUPPLIES | $38.43 | |
| 317998 | 625-0601-550100- | AMAZON COM CAPITAL SERVICES | OFFICE SUPPLIES | $21.81 | |
| 317998 | 625-0601-550100- | AMAZON COM CAPITAL SERVICES | OFFICE SUPPLIES | $88.32 | |
| | | | | | **$4,508.97** |
| 318026 | 625-0601-550100- | CDW GOVERNMENT INC | EQUIPMENT | $699.38 | |
| 318026 | 625-0601-550100- | CDW GOVERNMENT INC | EQUIPMENT | $3,809.59 | |
| | | | | | **$2,517.30** |
| 318042 | 625-0601-550100- | DELL MARKETING LP | EQUIPMENT | $2,517.30 | |
| | | | | | **$11,879.00** |
| 318050 | 625-0601-521655- | ENVIRONMENTAL SYSTEMS RESEARCH | SOFTWARE | $11,879.00 | |
| | | | | | **$4,000.00** |
| 318062 | 625-0601-520050- | HEARTLAND BUSINESS SYSTEMS, LLC | SOFTWARE | $4,000.00 | |
| | | | | | **$1,839.89** |
| 318073 | 625-0601-550100- | IT1 SOURCE, LLC | OFFICE EQUIPMENT | $1,839.89 | |
| | | | | | **$1,912.76** |
| 318186 | 625-0601-522700- | VERIZON WIRELESS | ACCT 6149400573 | $1,912.76 | |
| | | | | | **$16,622.35** |
| 902923 | 625-0601-520050- | MUNICIPAL GIS PARTNERS, INC | GIS SERVICES | $16,622.35 | |
| | | | **DEPARTMENT 0601 TOTAL:** | $43,428.83 | |

# VILLAGE OF ARLINGTON HEIGHTS

## WARRANT REGISTER

## CHECK DATE: 8/15/2026

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 1008 | **BOARDS & COMM FIRE & POL COMM** | | | | |
| | | | | | **$450.00** |
| 318037 | 101-1008-520750- | CONRAD POLYGRAPH INC | PROFESSIONAL SERVICES | $225.00 | |
| 318037 | 101-1008-520750- | CONRAD POLYGRAPH INC | PROFESSIONAL SERVICES | $225.00 | |
| | | | **DEPARTMENT 1008 TOTAL:** | $450.00 | |

# VILLAGE OF ARLINGTON HEIGHTS

## WARRANT REGISTER

## CHECK DATE: 8/15/2026

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 2005 | **SPECIAL EVENTS METROPOLIS THTR** | | | | |
| | | | | | **$742.62** |
| 318107 | 515-2005-521650- | NORTHWEST ELECTRICAL SUPPLY CO | METROPOLIS EQUIPMENT | $742.62 | |
| | | | **DEPARTMENT 2005 TOTAL:** | $742.62 | |

# VILLAGE OF ARLINGTON HEIGHTS

## WARRANT REGISTER

## CHECK DATE: 8/15/2026

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 3001 | **POLICE DEPT ADMIN** | | | | |
| 317992 | 101-3001-521650- | ACCURATE DOCUMENT DESTRUCTION | SHREDDING SERVICES | $477.84 | **$477.84** |
| 317993 | 101-3001-533250- | ACTIVE LOCK AND KEY LTD | BUILDING MAINTENANCE SUPPLY | $62.39 | **$62.39** |
| 317998 | 101-3001-530050- | AMAZON COM CAPITAL SERVICES | KITCHEN EQUIPMENT | $259.95 | **$575.18** |
| 317998 | 101-3001-533250- | AMAZON COM CAPITAL SERVICES | OFFICE SUPPLIES | $77.94 | |
| 317998 | 101-3001-533300- | AMAZON COM CAPITAL SERVICES | OFFICE SUPPLIES | $237.29 | |
| 318004 | 101-3001-518030- | ARLINGTON HTS SCHOOL DIST 25 | CROSSING GUARD REIMBURSEMENT | $28,952.85 | **$28,952.85** |
| 318009 | 101-3001-522700- | AT&T MOBILITY NATIONAL ACCOUNTS LLC | ACCT 287328367893 | $5,187.89 | **$5,187.89** |
| 318013 | 101-3001-522700- | AT&T MOBILITY NATIONAL ACCOUNTS LLC | ACCT 287328367893 | $5,470.27 | **$5,470.27** |
| 318016 | 101-3001-521650- | BIO ONE CHICAGO | PROFESSIONAL SERVICES | $75.00 | **$75.00** |
| 318018 | 101-3001-533250- | BOB BARKER COMPANY INC | SUPPLIES | $13.57 | **$135.70** |
| 318018 | 101-3001-533250- | BOB BARKER COMPANY INC | SUPPLIES | $122.13 | |
| 318036 | 101-3001-521650- | COMPASSION FUNERAL SERVICES INC | PROFESSIONAL SERVICES | $320.00 | **$735.00** |
| 318036 | 101-3001-521650- | COMPASSION FUNERAL SERVICES INC | PROFESSIONAL SERVICES | $415.00 | |
| | | | | | **$4,149.00** |

# VILLAGE OF ARLINGTON HEIGHTS
## WARRANT REGISTER
## CHECK DATE: 8/15/2026

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| 318040 | 101-3001-521652- | DACRA TECH LLC | SOFTWARE | $4,149.00 | |
| 318051 | 101-3001-521650- | EXPERIAN | PROFESSIONAL SERVICES | $52.24 | **$52.24** |
| 318056 | 101-3001-521020- | FLOCK GROUP, INC | EQUIPMENT MAINTENANCE | $800.00 | **$800.00** |
| 318060 | 101-3001-521650- | GOLF ROSE PET LODGE | PROFESSIONAL SERVICES | $613.00 | **$613.00** |
| 318065 | 101-3001-521655- | IDI | SOFTWARE | $408.50 | **$408.50** |
| 318076 | 101-3001-521651- | JG UNIFORMS | UNIFORMS | $497.50 | **$4,019.10** |
| 318076 | 101-3001-521651- | JG UNIFORMS | UNIFORMS | $497.50 | |
| 318076 | 101-3001-530350- | JG UNIFORMS | UNIFORMS | $93.30 | |
| 318076 | 101-3001-530350- | JG UNIFORMS | UNIFORMS | $165.00 | |
| 318076 | 101-3001-530350- | JG UNIFORMS | UNIFORMS | $300.00 | |
| 318076 | 101-3001-530350- | JG UNIFORMS | UNIFORMS | $429.30 | |
| 318076 | 101-3001-530350- | JG UNIFORMS | UNIFORMS | $1,041.50 | |
| 318076 | 101-3001-533250- | JG UNIFORMS | UNIFORMS | $497.50 | |
| 318076 | 101-3001-533250- | JG UNIFORMS | UNIFORMS | $497.50 | |
| 318079 | 101-3001-520150- | LAW OFFICE OF ELIZABETH HANTZOS FINN, P.C. | PROFESSIONAL SERVICES | $4,170.00 | **$4,170.00** |
| 318087 | 101-3001-522030- | MARK TOBER | REIMBURSEMENT | $55.00 | **$55.00** |
| 318088 | 101-3001-521652- | MARQUARDT & BELMONTE, P.C. | PROFESSIONAL SERVICES | $2,278.00 | **$2,278.00** |

# VILLAGE OF ARLINGTON HEIGHTS

## WARRANT REGISTER

## CHECK DATE: 8/15/2026

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| | | | | | **$5,775.87** |
| 318096 | 101-3001-533300- | MORTON SUGGESTION COMPANY | MISCELLANEOUS SUPPLIES | $691.62 | |
| 318096 | 101-3001-533300- | MORTON SUGGESTION COMPANY | MISCELLANEOUS SUPPLIES | $3,037.50 | |
| 318096 | 101-3001-533300- | MORTON SUGGESTION COMPANY | SUPPLIES | $2,046.75 | |
| | | | | | **$108.60** |
| 318102 | 101-3001-521650- | NORTHERN IL POLICE ALARM SYSTEM (NIPAS) | PROFESSIONAL SERVICES | $108.60 | |
| | | | | | **$539.08** |
| 318109 | 101-3001-522150- | ODP BUSINESS SOLUTIONS | OFFICE SUPPLIES | $68.66 | |
| 318109 | 101-3001-522150- | ODP BUSINESS SOLUTIONS | OFFICE SUPPLIES | $82.28 | |
| 318109 | 101-3001-522150- | ODP BUSINESS SOLUTIONS | OFFICE SUPPLIES | $253.98 | |
| 318109 | 101-3001-530050- | ODP BUSINESS SOLUTIONS | OFFICE SUPPLIES | $33.30 | |
| 318109 | 101-3001-530050- | ODP BUSINESS SOLUTIONS | OFFICE SUPPLIES | $100.86 | |
| | | | | | **$330.49** |
| 318150 | 101-3001-530350- | RAY O'HERRON | UNIFORMS | $330.49 | |
| | | | | | **$15,504.51** |
| 318163 | 101-3001-521651- | STATE OF ILLINOIS - ORGANIZED RETAIL CRIME FUND | GRANT REIMBURSEMENT | $15,504.51 | |
| | | | | | **$100.00** |
| 318170 | 101-3001-522030- | TRITON COLLEGE | TRAINING | $100.00 | |
| | | | | | **$262.05** |
| 318183 | 101-3001-522700- | VERIZON WIRELESS | ACCT 686824930000001 | $262.05 | |
| | | | | | **$124.75** |
| 318188 | 101-3001-521650- | WALGREENS COMPANY | PROFESSIONAL SERVICES | $124.75 | |
| | | | **DEPARTMENT 3001 TOTAL:** | $80,962.31 | |

# VILLAGE OF ARLINGTON HEIGHTS

## WARRANT REGISTER

## CHECK DATE: 8/15/2026

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 3003 | **POLICE DEPT CRIMINAL INVEST** | | | | |
| | | | | | **$1,900.00** |
| 317999 | 231-3003-540010- | AMERICAN TACTICAL K9 ASSOCIATION | K9 TRAINING | $950.00 | |
| 317999 | 231-3003-540010- | AMERICAN TACTICAL K9 ASSOCIATION | K9 TRAINING | $950.00 | |
| | | | | | **$297.25** |
| 318060 | 231-3003-540010- | GOLF ROSE PET LODGE | K9 SERVICES | $297.25 | |
| | | | | | **$11,952.00** |
| 318080 | 231-3003-540110- | LEADSONLINE LLC | POLICE EQUIPMENT | $11,952.00 | |
| | | | | | **$105.48** |
| 318143 | 231-3003-540010- | PET PROS LLC | K9 SUPPLIES | $105.48 | |
| | | | **DEPARTMENT 3003 TOTAL:** | $14,254.73 | |

# VILLAGE OF ARLINGTON HEIGHTS
# WARRANT REGISTER
# CHECK DATE: 8/15/2026

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 3501 | **FIRE ADMIN** | | | | |
| | | | | | **$508.00** |
| 317991 | 101-3501-521110- | ABT ELECTRONICS | BUILDING MAINTENANCE SUPPLY | $508.00 | |
| | | | | | **$16.00** |
| 317993 | 101-3501-521020- | ACTIVE LOCK AND KEY LTD | BUILDING MAINTENANCE SUPPLY | $16.00 | |
| | | | | | **$469.00** |
| 317995 | 401-3501-550150- | AIR ONE EQUIPMENT | UNIFORMS | $469.00 | |
| | | | | | **$2,147.50** |
| 317998 | 101-3501-521070- | AMAZON COM CAPITAL SERVICES | VEH MAINTENANCE SUPPLIES | $17.57 | |
| 317998 | 101-3501-530050- | AMAZON COM CAPITAL SERVICES | OFFICE SUPPLIES | $42.38 | |
| 317998 | 101-3501-530050- | AMAZON COM CAPITAL SERVICES | OFFICE SUPPLIES | $108.68 | |
| 317998 | 101-3501-530050- | AMAZON COM CAPITAL SERVICES | OFFICE SUPPLIES | $123.27 | |
| 317998 | 101-3501-531850- | AMAZON COM CAPITAL SERVICES | FIRE SUPPLIES | $438.54 | |
| 317998 | 101-3501-531850- | AMAZON COM CAPITAL SERVICES | TOOLS | $19.99 | |
| 317998 | 101-3501-533500- | AMAZON COM CAPITAL SERVICES | MEDICAL SUPPLIES | $1,397.07 | |
| | | | | | **$235.00** |
| 318020 | 101-3501-522020- | BRIAN MACALUSO | REIMBURSEMENT | $235.00 | |
| | | | | | **$20.15** |
| 318023 | 101-3501-522150- | CANON U.S.A. INC | OFFICE MACHINES & ACCESS | $5.42 | |
| 318023 | 101-3501-522150- | CANON U.S.A. INC | OFFICE MACHINES & ACCESS | $6.29 | |
| 318023 | 101-3501-522150- | CANON U.S.A. INC | OFFICE MACHINES & ACCESS | $8.44 | |
| | | | | | **$1,544.00** |
| 318046 | 101-3501-530350- | EAGLE UNIFORM COMPANY | UNIFORMS AND RELATED ITEMS | $95.00 | |
| 318046 | 101-3501-530350- | EAGLE UNIFORM COMPANY | UNIFORMS AND RELATED ITEMS | $198.00 | |
| 318046 | 101-3501-530350- | EAGLE UNIFORM COMPANY | UNIFORMS AND RELATED ITEMS | $585.00 | |
| 318046 | 101-3501-530350- | EAGLE UNIFORM COMPANY | UNIFORMS AND RELATED ITEMS | $666.00 | |

# VILLAGE OF ARLINGTON HEIGHTS
## WARRANT REGISTER
## CHECK DATE: 8/15/2026

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| | | | | | **$718.62** |
| 318053 | 101-3501-521110- | FIRE SOAPS | JANITORIAL SUPPLIES | $718.62 | |
| | | | | | **$1.99** |
| 318089 | 101-3501-521020- | MATTS ACE HARDWARE | EQUIPMENT MAINTENANCE SUPPLIES | $1.99 | |
| | | | | | **$11,708.87** |
| 318100 | 401-3501-550100- | NATL BUSINESS FURNITURE | OFFICE EQUIPMENT | $11,708.87 | |
| | | | | | **$4,845.00** |
| 318105 | 101-3501-521160- | NORTHWEST COMMUNITY HOSP | EMS MAINTENANCE | $4,845.00 | |
| | | | | | **$149.84** |
| 318109 | 101-3501-530050- | ODP BUSINESS SOLUTIONS | OFFICE SUPPLIES | $74.92 | |
| 318109 | 101-3501-530050- | ODP BUSINESS SOLUTIONS | OFFICE SUPPLIES | $74.92 | |
| | | | | | **$65.00** |
| 318142 | 101-3501-533500- | PENNCARE | MEDICAL SUPPLIES | $65.00 | |
| | | | | | **$305.52** |
| 318145 | 101-3501-522030- | PETTY CASH/FIRE | EVENT EXPENSES | $13.98 | |
| 318145 | 101-3501-522030- | PETTY CASH/FIRE | EVENT EXPENSES | $16.60 | |
| 318145 | 101-3501-522030- | PETTY CASH/FIRE | EVENT EXPENSES | $21.44 | |
| 318145 | 101-3501-522030- | PETTY CASH/FIRE | EVENT EXPENSES | $23.97 | |
| 318145 | 101-3501-522030- | PETTY CASH/FIRE | EVENT EXPENSES | $32.12 | |
| 318145 | 101-3501-522030- | PETTY CASH/FIRE | EVENT EXPENSES | $41.46 | |
| 318145 | 101-3501-522030- | PETTY CASH/FIRE | EVENT EXPENSES | $60.94 | |
| 318145 | 101-3501-522030- | PETTY CASH/FIRE | MEETING EXPENSES | $10.00 | |
| 318145 | 101-3501-522030- | PETTY CASH/FIRE | MEETING EXPENSES | $27.81 | |
| 318145 | 101-3501-522030- | PETTY CASH/FIRE | TRAINING SUPPLIES | $57.20 | |
| | | | | | **$185.50** |
| 318149 | 101-3501-521160- | R H MEDICAL | MEDICAL OXYGEN | $185.50 | |

# VILLAGE OF ARLINGTON HEIGHTS

## WARRANT REGISTER

## CHECK DATE: 8/15/2026

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| | | | | | **$383.17** |
| 318155 | 101-3501-522030- | ROUTE 12 RENTAL CO INC | EVENT RENTAL | $383.17 | |
| | | | | | **$104.00** |
| 318157 | 101-3501-522020- | RYAN LOY | REIMBURSEMENT | $104.00 | |
| | | | | | **$181.86** |
| 318175 | 101-3501-521110- | UP AND ADAM SERVICE SUPPLY | APPLIANCE REPAIR | $181.86 | |
| | | | | | **$1,116.21** |
| 318179 | 101-3501-521160- | VERIZON WIRELESS | ACCT 44205897800001 | $300.30 | |
| 318179 | 101-3501-522700- | VERIZON WIRELESS | ACCT 44205897800001 | $815.91 | |
| | | | | | **$77.21** |
| 318187 | 101-3501-531650- | VISION MARKETING | FIRE SUPPLIES | $77.21 | |
| | | | **DEPARTMENT 3501 TOTAL:** | $24,782.44 | |

# VILLAGE OF ARLINGTON HEIGHTS

## WARRANT REGISTER

## CHECK DATE: 8/15/2026

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 3701 | **FOREIGN FIRE INSURANCE ADMIN** | | | | |
| | | | | | **$3,198.00** |
| 317991 | 227-3701-550150- | ABT ELECTRONICS | APPLIANCES | $1,599.00 | |
| 317991 | 227-3701-550150- | ABT ELECTRONICS | APPLIANCES | $1,599.00 | |
| | | | | | **$51.96** |
| 317998 | 227-3701-550150- | AMAZON COM CAPITAL SERVICES | KITCHEN SUPPLIES | $51.96 | |
| | | | | | **$55.50** |
| 318046 | 227-3701-530350- | EAGLE UNIFORM COMPANY | CLOTHING & APPAREL | $55.50 | |
| | | | | | **$3,188.50** |
| 318166 | 227-3701-530350- | THE PROMO CORP | CLOTHING & APPAREL | $3,188.50 | |
| | | | | | **$297.62** |
| 318190 | 227-3701-522030- | WALTERS, MATTHEW | TUITION REIMBURSEMENT | $297.62 | |
| | | | **DEPARTMENT 3701 TOTAL:** | $6,791.58 | |

# VILLAGE OF ARLINGTON HEIGHTS

## WARRANT REGISTER

## CHECK DATE: 8/15/2026

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 4001 | **PLANNING PLANNING** | | | | |
| | | | | | **$685.80** |
| 318041 | 101-4001-522010- | DAILY HERALD MEDIA GROUP | ADVERTISING | $685.80 | |
| | | | | | **$875.00** |
| 318081 | 101-4001-521650- | LEGRAND REPORTING & VIDEO SERVICES | PROFESSIONAL SERVICES | $214.00 | |
| 318081 | 101-4001-521650- | LEGRAND REPORTING & VIDEO SERVICES | PROFESSIONAL SERVICES | $299.00 | |
| 318081 | 101-4001-521650- | LEGRAND REPORTING & VIDEO SERVICES | PROFESSIONAL SERVICES | $362.00 | |
| | | | | | **$24,990.00** |
| 318146 | 101-4001-540400- | PLACER LABS, INC. | SOFTWARE | $24,990.00 | |
| | | | | | **$24,227.96** |
| 318153 | 267-4001-550250- | RJN GROUP INC | PROFESSIONAL SERVICES | $24,227.96 | |
| | | | **DEPARTMENT 4001 TOTAL:** | $50,778.76 | |

# VILLAGE OF ARLINGTON HEIGHTS

## WARRANT REGISTER

## CHECK DATE: 8/15/2026

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 4101 | **COMMUNITY DEVL BLK GRNTADMIN** | | | | |
| 318028 | 215-4101-541170- | CHILDREN'S ADVOCACY CENTER | CDBG PROGRAM | $1,250.00 | **$1,250.00** |
| 318084 | 215-4101-541730- | LIFE SPAN | CDBG PROGRAM | $1,250.00 | **$1,250.00** |
| 318104 | 215-4101-541680- | NORTHWEST CASA | CDBG PROGRAM | $1,250.00 | **$1,250.00** |
| 318106 | 215-4101-541790- | NORTHWEST COMPASS INC | CDBG PROGRAM | $807.47 | **$807.47** |
| 318151 | 215-4101-541170- | RESOURCES FOR COMMUNITY LIVING | CDBG PROGRAM | $750.00 | **$750.00** |
| 318193 | 215-4101-541520- | WINGS PROGRAM INC | CDBG PROGRAM | $5,500.00 | **$5,500.00** |
| | | | **DEPARTMENT 4101 TOTAL:** | $10,807.47 | |

# VILLAGE OF ARLINGTON HEIGHTS

## WARRANT REGISTER

## CHECK DATE: 8/15/2026

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 4501 | **BUILDING ADMIN** | | | | |
| | | | | | **$229.60** |
| 317998 | 101-4501-530050- | AMAZON COM CAPITAL SERVICES | OFFICE SUPPLIES | $25.45 | |
| 317998 | 101-4501-530050- | AMAZON COM CAPITAL SERVICES | OFFICE SUPPLIES | $204.15 | |
| | | | | | **$220.00** |
| 318048 | 101-4501-520050- | ELEVATOR INSPECTION SERVICE COMPANY LLC | PROFESSIONAL SERVICES | $28.00 | |
| 318048 | 101-4501-520050- | ELEVATOR INSPECTION SERVICE COMPANY LLC | PROFESSIONAL SERVICES | $40.00 | |
| 318048 | 101-4501-520050- | ELEVATOR INSPECTION SERVICE COMPANY LLC | PROFESSIONAL SERVICES | $40.00 | |
| 318048 | 101-4501-520050- | ELEVATOR INSPECTION SERVICE COMPANY LLC | PROFESSIONAL SERVICES | $56.00 | |
| 318048 | 101-4501-520050- | ELEVATOR INSPECTION SERVICE COMPANY LLC | PROFESSIONAL SERVICES | $56.00 | |
| | | | | | **$3,300.00** |
| 318097 | 101-4501-520350- | MOSHE CALAMARO & ASSOCIATES, INC | PROFESSIONAL SERVICES | $3,300.00 | |
| | | | | | **$36.15** |
| 318168 | 101-4501-522100- | TOTAL PRINT SOLUTIONS | PRINTING SERVICES | $36.15 | |
| | | | | | **$512.07** |
| 318177 | 101-4501-522700- | VERIZON WIRELESS | ACCT 54209747800001 | $512.07 | |
| | | | | | **$165.71** |
| 318178 | 101-4501-522700- | VERIZON WIRELESS | ACCT 54209747800002 | $165.71 | |
| | | | **DEPARTMENT 4501 TOTAL:** | $4,463.53 | |

# VILLAGE OF ARLINGTON HEIGHTS

## WARRANT REGISTER

## CHECK DATE: 8/15/2026

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 7001 | **HEALTH ADMIN** | | | | |
| | | | | | **$206.99** |
| 317998 | 101-7001-530050- | AMAZON COM CAPITAL SERVICES | OFFICE SUPPLIES | $14.66 | |
| 317998 | 101-7001-530050- | AMAZON COM CAPITAL SERVICES | OFFICE SUPPLIES | $25.99 | |
| 317998 | 101-7001-530050- | AMAZON COM CAPITAL SERVICES | OFFICE SUPPLIES | $62.11 | |
| 317998 | 101-7001-530050- | AMAZON COM CAPITAL SERVICES | OFFICE SUPPLIES | $104.23 | |
| | | | | | **$297.34** |
| 318039 | 101-7001-521655- | CUSTOM DATA PROCESSING | SOFTWARE | $297.34 | |
| | | | | | **$1,545.00** |
| 318055 | 101-7001-521100- | FLECK'S LANDSCAPING | LANDSCAPING SERVICES | $740.00 | |
| 318055 | 101-7001-521100- | FLECK'S LANDSCAPING | LANDSCAPING SERVICES | $805.00 | |
| | | | | | **$232.15** |
| 318072 | 101-7001-530350- | BRANDING TOUCHPOINT / IPROMOTEU.COM, INC | CLOTHING | $42.80 | |
| 318072 | 101-7001-530350- | BRANDING TOUCHPOINT / IPROMOTEU.COM, INC | CLOTHING | $89.35 | |
| 318072 | 101-7001-530350- | BRANDING TOUCHPOINT / IPROMOTEU.COM, INC | CLOTHING | $100.00 | |
| | | | | | **$100.00** |
| 318082 | 101-7001-520250- | LEMKE, SHERRY | COUNSELING SUBSIDY | $100.00 | |
| | | | | | **$26.10** |
| 318144 | 101-7001-522030- | PETTY CASH | TRAVEL | $26.10 | |
| | | | **DEPARTMENT 7001 TOTAL:** | $2,407.58 | |

# VILLAGE OF ARLINGTON HEIGHTS

## WARRANT REGISTER

## CHECK DATE: 8/15/2026

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 7007 | **HEALTH SENIOR SERVICES** | | | | |
| 318000 | 101-7007-522400- | AMERICAN TAXI | TAXI SUBSIDY | $214.50 | **$214.50** |
| 318023 | 101-7007-522150- | CANON U.S.A. INC | OFFICE MACHINES & ACCESS | $96.17 | **$96.17** |
| | | | **DEPARTMENT 7007 TOTAL:** | $310.67 | |

# VILLAGE OF ARLINGTON HEIGHTS

## WARRANT REGISTER

## CHECK DATE: 8/15/2026

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 7101 | **PUBLIC WORKS ADMIN** | | | | |
| | | | | | **$11,692.32** |
| 317994 | 101-7101-521020- | AFFILIATED CUSTOMER SERVICE INC | EQUIPMENT MAINTENANCE | $882.32 | |
| 317994 | 101-7101-521020- | AFFILIATED CUSTOMER SERVICE INC | SERVICE BUILDING MAINTENANCE | $10,810.00 | |
| | | | | | **$2,092.50** |
| 317997 | 101-7101-521110- | ALL WINDOW CLEANING SERV INC | SERVICE BUILDING MAINTENANCE | $2,092.50 | |
| | | | | | **$468.44** |
| 317998 | 101-7101-530050- | AMAZON COM CAPITAL SERVICES | OFFICE SUPPLIES | $262.00 | |
| 317998 | 101-7101-531650- | AMAZON COM CAPITAL SERVICES | EVENT SUPPLIES | $63.99 | |
| 317998 | 401-7101-550200- | AMAZON COM CAPITAL SERVICES | EQUIPMENT | $142.45 | |
| | | | | | **$86,507.25** |
| 318001 | 235-7101-550250- | ANDERSON ELEVATOR COMPANY | SERVICE BUILDING MAINTENANCE | $86,507.25 | |
| | | | | | **$3,485.98** |
| 318002 | 101-7101-521110- | ANDERSON LOCK | SERVICE BUILDING MAINTENANCE | $3,485.98 | |
| | | | | | **$5,580.00** |
| 318005 | 101-7101-521150- | ASTI SAWING, INC. | CONSTRUCTION SERVICES | $5,580.00 | |
| | | | | | **$2,151.00** |
| 318006 | 101-7101-522700- | AT & T | ACCT 217S667106106 | $2,151.00 | |
| | | | | | **$316.38** |
| 318007 | 101-7101-522700- | AT&T | ACCT 84739271083633 | $316.38 | |
| | | | | | **$1,475.69** |
| 318008 | 101-7101-522700- | AT&T | ACCT 8310016236031 | $1,475.69 | |
| | | | | | **$28.44** |
| 318010 | 101-7101-522700- | AT&T MOBILITY NATIONAL ACCOUNTS LLC | ACCT 287366203045 | $28.44 | |
| | | | | | **$236.18** |

# VILLAGE OF ARLINGTON HEIGHTS

## WARRANT REGISTER

## CHECK DATE: 8/15/2026

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| 318011 | 101-7101-522700- | AT&T MOBILITY NATIONAL ACCOUNTS LLC | ACCT 287366203045 | $236.18 | |
| | | | | | **$236.18** |
| 318012 | 101-7101-522700- | AT&T MOBILITY NATIONAL ACCOUNTS LLC | ACCT 287366203045 | $236.18 | |
| | | | | | **$770.00** |
| 318014 | 101-7101-531550- | AVI-SPL LLC | SERVICE BUILDING MAINTENANCE | $770.00 | |
| | | | | | **$61.35** |
| 318019 | 101-7101-522020- | BRAUNSREUTER, MICHAEL | REIMBURSEMENT | $61.35 | |
| | | | | | **$1,608.00** |
| 318021 | 101-7101-531900- | BUILDERS ASPHALT LLC | STREET & SIDEWALK SUPPLIES | $731.60 | |
| 318021 | 101-7101-531900- | BUILDERS ASPHALT LLC | STREET SUPPLIES | $876.40 | |
| | | | | | **$135.83** |
| 318023 | 101-7101-522150- | CANON U.S.A. INC | OFFICE MACHINES & ACCESS | $7.40 | |
| 318023 | 101-7101-522150- | CANON U.S.A. INC | OFFICE MACHINES & ACCESS | $128.43 | |
| | | | | | **$32.10** |
| 318031 | 101-7101-522700- | COMCAST CABLE | ACCT 8771100720048998 | $32.10 | |
| | | | | | **$42.80** |
| 318032 | 101-7101-522700- | COMCAST CABLE | ACCT 8771100720049004 | $42.80 | |
| | | | | | **$77.16** |
| 318034 | 101-7101-522700- | COMCAST CABLE | ACCT 8771100720901436 | $77.16 | |
| | | | | | **$3,980.00** |
| 318038 | 101-7101-521110- | CRYSTAL MAINTENANCE & MGMT SRVS | SERVICE BUILDING MAINTENANCE | $3,980.00 | |
| | | | | | **$52,631.00** |
| 318045 | 401-7101-550300- | DOLAND ENGINEERING, LLC | PROFESSIONAL SERVICES | $52,631.00 | |
| | | | | | **$15,516.97** |
| 318057 | 101-7101-522700- | FORERUNNER TECHNOLOGIES, INC | PHONE ASSURANCE LICENSE | $13,901.97 | |

# VILLAGE OF ARLINGTON HEIGHTS
## WARRANT REGISTER
## CHECK DATE: 8/15/2026

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| 318057 | 101-7101-522700- | FORERUNNER TECHNOLOGIES, INC | PHONE SERVICES | $1,615.00 | |
| | | | | | **$488.34** |
| 318061 | 101-7101-531550- | GRAINGER W W INC | BUILDING MAINTENANCE SUPPLY | $95.46 | |
| 318061 | 101-7101-531550- | GRAINGER W W INC | BUILDING MAINTENANCE SUPPLY | $183.76 | |
| 318061 | 101-7101-531550- | GRAINGER W W INC | BUILDING MAINTENANCE SUPPLY | $209.12 | |
| | | | | | **$85.70** |
| 318074 | 101-7101-531550- | JC LICHT | BUILDING MAINTENANCE SUPPLY | $85.70 | |
| | | | | | **$956.37** |
| 318077 | 101-7101-521020- | JOHNSON CONTROLS SECURITY SOLUTIONS LLC | EQUIPMENT MAINTENANCE | $78.00 | |
| 318077 | 101-7101-521020- | JOHNSON CONTROLS SECURITY SOLUTIONS LLC | EQUIPMENT MAINTENANCE | $78.00 | |
| 318077 | 101-7101-521020- | JOHNSON CONTROLS SECURITY SOLUTIONS LLC | EQUIPMENT MAINTENANCE | $385.72 | |
| 318077 | 101-7101-521020- | JOHNSON CONTROLS SECURITY SOLUTIONS LLC | EQUIPMENT MAINTENANCE | $414.65 | |
| | | | | | **$1,013.88** |
| 318083 | 235-7101-550250- | LIEBOVICH STEEL & ALUMINUM CO | MISCELLANEOUS SUPPLIES | $1,013.88 | |
| | | | | | **$1,363.61** |
| 318086 | 101-7101-531400- | LOWES COMMERCIAL SERVICES | AGRICULTURAL SUPPLIES | $166.80 | |
| 318086 | 101-7101-531550- | LOWES COMMERCIAL SERVICES | BUILDING MAINTENANCE SUPPLY | $15.18 | |
| 318086 | 101-7101-531550- | LOWES COMMERCIAL SERVICES | BUILDING MAINTENANCE SUPPLY | $41.76 | |
| 318086 | 101-7101-531550- | LOWES COMMERCIAL SERVICES | BUILDING MAINTENANCE SUPPLY | $43.34 | |
| 318086 | 101-7101-531550- | LOWES COMMERCIAL SERVICES | BUILDING MAINTENANCE SUPPLY | $64.94 | |
| 318086 | 101-7101-531550- | LOWES COMMERCIAL SERVICES | BUILDING MAINTENANCE SUPPLY | $100.73 | |
| 318086 | 101-7101-531550- | LOWES COMMERCIAL SERVICES | BUILDING MAINTENANCE SUPPLY | $124.43 | |
| 318086 | 101-7101-531650- | LOWES COMMERCIAL SERVICES | MISCELLANEOUS SUPPLIES | $9.84 | |
| 318086 | 101-7101-531650- | LOWES COMMERCIAL SERVICES | MISCELLANEOUS SUPPLIES | $19.48 | |
| 318086 | 101-7101-531650- | LOWES COMMERCIAL SERVICES | MISCELLANEOUS SUPPLIES | $43.56 | |

# VILLAGE OF ARLINGTON HEIGHTS
## WARRANT REGISTER
## CHECK DATE: 8/15/2026

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| 318086 | 101-7101-531650- | LOWES COMMERCIAL SERVICES | MISCELLANEOUS SUPPLIES | $111.13 | |
| 318086 | 101-7101-531650- | LOWES COMMERCIAL SERVICES | MISCELLANEOUS SUPPLIES | $305.86 | |
| 318086 | 101-7101-531800- | LOWES COMMERCIAL SERVICES | STREET SIGN SUPPLIES | $8.52 | |
| 318086 | 101-7101-531800- | LOWES COMMERCIAL SERVICES | STREET SIGN SUPPLIES | $41.89 | |
| 318086 | 101-7101-531850- | LOWES COMMERCIAL SERVICES | SMALL TOOLS & EQUIPMENT | $12.70 | |
| 318086 | 101-7101-531850- | LOWES COMMERCIAL SERVICES | SMALL TOOLS & EQUIPMENT | $17.06 | |
| 318086 | 101-7101-531850- | LOWES COMMERCIAL SERVICES | SMALL TOOLS & EQUIPMENT | $53.39 | |
| 318086 | 101-7101-531900- | LOWES COMMERCIAL SERVICES | STREET & SIDEWALK SUPPLY | $47.48 | |
| 318086 | 235-7101-550250- | LOWES COMMERCIAL SERVICES | BUILDING MAINTENANCE SUPPLY | $32.16 | |
| 318086 | 515-7101-533050- | LOWES COMMERCIAL SERVICES | EVENT SUPPLIES | $103.36 | |
| | | | | | **$75.94** |
| 318089 | 101-7101-531550- | MATTS ACE HARDWARE | BUILDING MAINTENANCE SUPPLY | $12.97 | |
| 318089 | 101-7101-531550- | MATTS ACE HARDWARE | BUILDING MAINTENANCE SUPPLY | $62.97 | |
| | | | | | **$424.11** |
| 318090 | 101-7101-531550- | MENARDS-LONG GROVE | BUILDING MAINTENANCE SUPPLY | $55.22 | |
| 318090 | 101-7101-531550- | MENARDS-LONG GROVE | BUILDING MAINTENANCE SUPPLY | $178.91 | |
| 318090 | 401-7101-550200- | MENARDS-LONG GROVE | BUILDING MAINTENANCE SUPPLY | $189.98 | |
| | | | | | **$3,831.85** |
| 318091 | 101-7101-521110- | METRO DOOR AND DOCK | SERVICE BUILDING MAINTENANCE | $451.58 | |
| 318091 | 101-7101-521110- | METRO DOOR AND DOCK | SERVICE BUILDING MAINTENANCE | $1,180.27 | |
| 318091 | 101-7101-521110- | METRO DOOR AND DOCK | SERVICE BUILDING MAINTENANCE | $2,200.00 | |
| | | | | | **$69.15** |
| 318092 | 101-7101-531550- | MICHAEL WAGNER & SONS | BUILDING MAINTENANCE SUPPLY | $69.15 | |
| | | | | | **$556.40** |
| 318098 | 101-7101-531900- | MULTIPLE CONCRETE ACCESSORIES | STREET & SIDEWALK SUPPLY | $556.40 | |

# VILLAGE OF ARLINGTON HEIGHTS

## WARRANT REGISTER

## CHECK DATE: 8/15/2026

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| | | | | | **$1,442.94** |
| 318101 | 101-7101-521500- | NICOR | ACCT 01701843946 | $1,442.94 | |
| | | | | | **$5,495.96** |
| 318107 | 101-7101-531550- | NORTHWEST ELECTRICAL SUPPLY CO | BUILDING MAINTENANCE SUPPLY | $304.15 | |
| 318107 | 101-7101-531550- | NORTHWEST ELECTRICAL SUPPLY CO | BUILDING MAINTENANCE SUPPLY | $1,487.20 | |
| 318107 | 101-7101-531550- | NORTHWEST ELECTRICAL SUPPLY CO | BUILDING MAINTENANCE SUPPLY | $3,704.61 | |
| | | | | | **$203.88** |
| 318109 | 101-7101-530050- | ODP BUSINESS SOLUTIONS | OFFICE SUPPLIES | $15.38 | |
| 318109 | 101-7101-530050- | ODP BUSINESS SOLUTIONS | OFFICE SUPPLIES | $30.49 | |
| 318109 | 101-7101-530050- | ODP BUSINESS SOLUTIONS | OFFICE SUPPLIES | $51.30 | |
| 318109 | 101-7101-530050- | ODP BUSINESS SOLUTIONS | OFFICE SUPPLIES | $106.71 | |
| | | | | | **$86,021.59** |
| 318110 | 101-7101-530390- | OFFEN PETROLEUM LLC | FUEL | $27,866.90 | |
| 318110 | 101-7101-530390- | OFFEN PETROLEUM LLC | FUEL | $28,496.92 | |
| 318110 | 101-7101-530390- | OFFEN PETROLEUM LLC | FUEL | $29,657.77 | |
| | | | | | **$776.00** |
| 318133 | 401-7101-550300- | BART GIERA | RESIDENT REIMBURSEMENT | $776.00 | |
| | | | | | **$120.38** |
| 318138 | 401-7101-550300- | SIYAMACK GHAEEDAN | RESIDENT REIMBURSEMENT | $120.38 | |
| | | | | | **$1,789.00** |
| 318140 | 101-7101-531900- | OZINGA READY MIX CONCRETE INC | STREET & SIDEWALK SUPPLY | $1,789.00 | |
| | | | | | **$46.94** |
| 318144 | 101-7101-531650- | PETTY CASH | KITCHEN SUPPLEIS | $46.94 | |
| | | | | | **$655.50** |
| 318147 | 101-7101-522700- | PRECISE MRM LLC | PHONE & DATA | $655.50 | |

# VILLAGE OF ARLINGTON HEIGHTS

## WARRANT REGISTER

## CHECK DATE: 8/15/2026

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| | | | | | **$682.22** |
| 318148 | 101-7101-531900- | PRIME, TACK & SEAL CO. | STREET & SIDEWALK SUPPLIES | $682.22 | |
| | | | | | **$2,400.00** |
| 318152 | 101-7101-520050- | RITTER GIS | PROFESSIONAL SERVICES | $2,400.00 | |
| | | | | | **$23,013.00** |
| 318154 | 101-7101-521550- | ROBERT W HENDRICKSEN COMPANY | LANDSCAPING SERVICES | $23,013.00 | |
| | | | | | **$1,340.00** |
| 318159 | 515-7101-533050- | SERVICE SANITATION | EVENT SERVICES | $670.00 | |
| 318159 | 515-7101-533050- | SERVICE SANITATION | EVENT SERVICES | $670.00 | |
| | | | | | **$219.87** |
| 318160 | 515-7101-533050- | SIGNS BY TOMORROW | PRINTING SERVICES | $219.87 | |
| | | | | | **$1,497.07** |
| 318164 | 101-7101-531850- | STEINER ELECTRIC COMPANY | SMALL TOOLS & EQUIPMENT | $111.71 | |
| 318164 | 235-7101-550250- | STEINER ELECTRIC COMPANY | PARKING STRUCTURE MAINTENANCE/REPAIRS | $1,385.36 | |
| | | | | | **$826.00** |
| 318167 | 101-7101-521020- | TOTAL ELEVATOR SERVICE | SERVICE BUILDING MAINTENANCE | $826.00 | |
| | | | | | **$3,382.50** |
| 318169 | 101-7101-531800- | TRAFFIC AND PARKING CONTROL CO., LLC | STREET SIGN SUPPLIES | $3,382.50 | |
| | | | | | **$1,983.96** |
| 318171 | 101-7101-530350- | ULINE INC | CLOTHING | $1,758.25 | |
| 318171 | 101-7101-531550- | ULINE INC | BUILDING MAINTENANCE SUPPLY | $225.71 | |
| | | | | | **$1,925.59** |
| 318181 | 101-7101-522700- | VERIZON WIRELESS | ACCT 58675303500001 | $1,925.59 | |
| | | | | | **$15,000.00** |
| 318189 | 235-7101-550250- | WALKER CONSULTANTS | PROFESSIONAL SERVICES | $15,000.00 | |

# VILLAGE OF ARLINGTON HEIGHTS

## WARRANT REGISTER

## CHECK DATE: 8/15/2026

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| | | | | | **$466.01** |
| 318195 | 101-7101-531450- | ZORO TOOLS INC | JANITORIAL SUPPLIES | $191.80 | |
| 318195 | 101-7101-531850- | ZORO TOOLS INC | SMALL TOOLS & EQUIPMENT | $274.21 | |
| | | | | | **$794.46** |
| 802617 | 101-7101-522700- | AT&T | ACCT 84739208661733 | $248.76 | |
| 802617 | 101-7101-522700- | AT&T | ACCT 84759391411742 | $269.12 | |
| 802617 | 101-7101-522700- | AT&T | ACCT 84739443682112 | $276.58 | |
| | | | | | **$9,694.74** |
| 802618 | 101-7101-521500- | COMMONWEALTH EDISON COMPANY | ACCT 1158409000 | $224.38 | |
| 802618 | 101-7101-521500- | COMMONWEALTH EDISON COMPANY | ACCT 6437571222 | $429.17 | |
| 802618 | 101-7101-521500- | COMMONWEALTH EDISON COMPANY | ACCT 4410867000 | $9,041.19 | |
| | | | | | **$10,983.06** |
| 802619 | 101-7101-521500- | CONSTELLATION NEW ENERGY INC | ACCT 8063218 | $1,424.97 | |
| 802619 | 101-7101-521500- | CONSTELLATION NEW ENERGY INC | ACCT 8063214 | $9,558.09 | |
| | | | | | **$5,894.35** |
| 802620 | 101-7101-521500- | NICOR | ACCT 06802945268 | $63.64 | |
| 802620 | 101-7101-521500- | NICOR | ACCT 40178600009 | $71.23 | |
| 802620 | 101-7101-521500- | NICOR | ACCT 19426400008 | $178.30 | |
| 802620 | 101-7101-521500- | NICOR | ACCT 38096400007 | $191.65 | |
| 802620 | 101-7101-521500- | NICOR | ACCT 28178600004 | $217.58 | |
| 802620 | 101-7101-521500- | NICOR | ACCT 38178600003 | $225.01 | |
| 802620 | 101-7101-521500- | NICOR | ACCT 94830700004 | $300.78 | |
| 802620 | 101-7101-521500- | NICOR | ACCT 72489260108 | $336.95 | |
| 802620 | 101-7101-521500- | NICOR | ACCT 97034457784 | $1,051.13 | |
| 802620 | 101-7101-521500- | NICOR | ACCT 25422686599 | $3,258.08 | |

# VILLAGE OF ARLINGTON HEIGHTS

## WARRANT REGISTER

## CHECK DATE: 8/15/2026

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| | | | | | **$548,814.60** |
| 902913 | 401-7101-550300- | BUILDERS PAVING LLC | CONSTRUCTION SERVICES | $548,814.60 | |
| | | | **DEPARTMENT 7101 TOTAL:** | $923,460.54 | |

# VILLAGE OF ARLINGTON HEIGHTS
# WARRANT REGISTER
# CHECK DATE: 8/15/2026

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 7201 | **WATER AND SEWER ADMIN** | | | | |
| 317996 | 505-7201-531600- | ALEXANDER CHEMICAL CORP | CHEMICALS | $1,440.39 | **$1,440.39** |
| 318030 | 505-7201-522700- | COMCAST CABLE | ACCT 8771100720048980 | $2.31 | **$2.31** |
| 318033 | 505-7201-522700- | COMCAST CABLE | ACCT 8771100720175502 | $219.60 | **$219.60** |
| 318043 | 505-7201-521500- | DIRECT ENERGY BUSINESS MARKETING LLC | ACCT 1806638 | $4,524.95 | **$4,524.95** |
| 318047 | 505-7201-522030- | EJ EQUIPMENT INCORPORATED | TRAINING | $1,240.00 | **$1,240.00** |
| 318049 | 505-7201-531070- | ENVIRONMENTAL AQUATIC MANAGEMENT | SEWER COLLECTION SUPPLIES | $1,289.00 | **$1,289.00** |
| 318054 | 505-7201-531650- | FISHER SCIENTIFIC COMPANY LLC | LAB EQUIPMENT | $923.93 | **$923.93** |
| 318057 | 505-7201-522700- | FORERUNNER TECHNOLOGIES, INC | PHONE ASSURANCE LICENSE | $4,633.99 | **$4,633.99** |
| 318059 | 505-7201-550100- | GLOBAL INDUSTRIAL EQUIPMENT CO | EQUIPMENT | $1,004.64 | **$1,004.64** |
| 318086 | 505-7201-531010- | LOWES COMMERCIAL SERVICES | WATER SYSTEM SUPPLIES | $31.41 | **$388.31** |
| 318086 | 505-7201-531020- | LOWES COMMERCIAL SERVICES | METER BACKFLOW DEVICES | $43.11 | |
| 318086 | 505-7201-531020- | LOWES COMMERCIAL SERVICES | METER BACKFLOW DEVICES | $49.33 | |
| 318086 | 505-7201-531020- | LOWES COMMERCIAL SERVICES | METER BACKFLOW DEVICES | $94.32 | |
| 318086 | 505-7201-531550- | LOWES COMMERCIAL SERVICES | BUILDING MAINTENANCE SUPPLY | $4.26 | |

# VILLAGE OF ARLINGTON HEIGHTS
## WARRANT REGISTER
## CHECK DATE: 8/15/2026

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| 318086 | 505-7201-531550- | LOWES COMMERCIAL SERVICES | BUILDING MAINTENANCE SUPPLY | $113.94 | |
| 318086 | 505-7201-531850- | LOWES COMMERCIAL SERVICES | SMALL TOOLS & EQUIPMENT | $51.94 | |
| | | | | | **$232.99** |
| 318089 | 505-7201-531550- | MATTS ACE HARDWARE | BUILDING MAINTENANCE SUPPLY | $13.99 | |
| 318089 | 505-7201-531850- | MATTS ACE HARDWARE | SMALL TOOLS & EQUIPMENT | $219.00 | |
| | | | | | **$24,531.57** |
| 318093 | 505-7201-531010- | MID AMERICAN WATER OF WAUCONDA, INC. | WATER SYSTEM SUPPLIES | $1,819.32 | |
| 318093 | 505-7201-531010- | MID AMERICAN WATER OF WAUCONDA, INC. | WATER SYSTEM SUPPLIES | $1,951.86 | |
| 318093 | 505-7201-531010- | MID AMERICAN WATER OF WAUCONDA, INC. | WATER SYSTEM SUPPLIES | $2,181.42 | |
| 318093 | 505-7201-531010- | MID AMERICAN WATER OF WAUCONDA, INC. | WATER SYSTEM SUPPLIES | $2,851.92 | |
| 318093 | 505-7201-531050- | MID AMERICAN WATER OF WAUCONDA, INC. | PUMPING & STORAGE SUPPLIES | $3,686.22 | |
| 318093 | 505-7201-531070- | MID AMERICAN WATER OF WAUCONDA, INC. | SEWER COLLECTION SUPPLIES | $719.25 | |
| 318093 | 505-7201-531070- | MID AMERICAN WATER OF WAUCONDA, INC. | SEWER COLLECTION SUPPLIES | $3,068.80 | |
| 318093 | 505-7201-550150- | MID AMERICAN WATER OF WAUCONDA, INC. | WATER OPERATIONAL EQUIPMENT | $2,488.12 | |
| 318093 | 506-7201-550150- | MID AMERICAN WATER OF WAUCONDA, INC. | EQUIPMENT | $2,848.14 | |
| 318093 | 506-7201-550150- | MID AMERICAN WATER OF WAUCONDA, INC. | EQUIPMENT | $2,916.52 | |
| | | | | | **$44.24** |
| 318144 | 505-7201-531650- | PETTY CASH | MISCELLANEOUS SUPPLIES | $44.24 | |
| | | | | | **$655.50** |
| 318147 | 505-7201-522700- | PRECISE MRM LLC | PHONE & DATA | $655.50 | |
| | | | | | **$2,400.00** |
| 318152 | 505-7201-520050- | RITTER GIS | PROFESSIONAL SERVICES | $2,400.00 | |
| | | | | | **$124.85** |

# VILLAGE OF ARLINGTON HEIGHTS

## WARRANT REGISTER

## CHECK DATE: 8/15/2026

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| 318161 | 505-7201-521300- | SITEONE LANDSCAPE SUPPLY LLC | WATER DISTRIBUTION SYSTEM | $4.96 | |
| 318161 | 505-7201-521300- | SITEONE LANDSCAPE SUPPLY LLC | WATER DISTRIBUTION SYSTEM | $119.89 | |
| | | | | | **$286.87** |
| 318176 | 505-7201-531600- | USA BLUEBOOK | CHEMICALS | $286.87 | |
| | | | | | **$1,283.72** |
| 318181 | 505-7201-522700- | VERIZON WIRELESS | ACCT 58675303500001 | $1,283.72 | |
| | | | | | **$486.64** |
| 318182 | 505-7201-522700- | VERIZON WIRELESS | ACCT 78635116200001 | $486.64 | |
| | | | | | **$279.38** |
| 802617 | 505-7201-521500- | AT&T | ACCT 84743746840626 | $279.38 | |
| | | | | | **$616.19** |
| 802618 | 505-7201-521500- | COMMONWEALTH EDISON COMPANY | ACCT 6949217000 | $155.10 | |
| 802618 | 505-7201-521500- | COMMONWEALTH EDISON COMPANY | ACCT 9425223333 | $461.09 | |
| | | | | | **$3,556.30** |
| 802619 | 505-7201-521500- | CONSTELLATION NEW ENERGY INC | ACCT 1050218 | $3,556.30 | |
| | | | | | **$948.53** |
| 802620 | 505-7201-521500- | NICOR | ACCT 42567835683 | $66.01 | |
| 802620 | 505-7201-521500- | NICOR | ACCT 05850400002 | $66.60 | |
| 802620 | 505-7201-521500- | NICOR | ACCT 16797600000 | $187.22 | |
| 802620 | 505-7201-521500- | NICOR | ACCT 04055600003 | $206.52 | |
| 802620 | 505-7201-521500- | NICOR | ACCT 76830700001 | $422.18 | |
| | | | **DEPARTMENT 7201 TOTAL:** | $51,113.90 | |

# VILLAGE OF ARLINGTON HEIGHTS

## WARRANT REGISTER

## CHECK DATE: 8/15/2026

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 7301 | **PARKING ADMIN** | | | | |
| 318174 | 235-7301-521400- | UNION PACIFIC RAILROAD COMPANY | 2026 2ND QUARTER LOT P | $3,589.47 | **$3,589.47** |
| 802618 | 235-7301-521500- | COMMONWEALTH EDISON COMPANY | ACCT 9934124000 | $906.86 | **$906.86** |
| | | | **DEPARTMENT 7301 TOTAL:** | $4,496.33 | |

# VILLAGE OF ARLINGTON HEIGHTS

## WARRANT REGISTER

## CHECK DATE: 8/15/2026

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 7302 | **PARKING VAIL ST. GARAGE OPER** | | | | |
| 318035 | 235-7302-521500- | COMCAST CABLE | ACCT 8771100721377909 | $208.65 | **$208.65** |
| 318167 | 235-7302-521020- | TOTAL ELEVATOR SERVICE | SERVICE BUILDING MAINTENANCE | $118.00 | **$118.00** |
| | | | **DEPARTMENT 7302 TOTAL:** | $326.65 | |

# VILLAGE OF ARLINGTON HEIGHTS

## WARRANT REGISTER

## CHECK DATE: 8/15/2026

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 7303 | **PARKING NORTH GARAGE OPER** | | | | |
| 318078 | 235-7303-521110- | KINGS III OF AMERICA, LLC | SERVICE BUILDING MAINTENANCE | $696.00 | **$696.00** |
| 318167 | 235-7303-521020- | TOTAL ELEVATOR SERVICE | SERVICE BUILDING MAINTENANCE | $236.00 | **$236.00** |
| 802619 | 235-7303-521500- | CONSTELLATION NEW ENERGY INC | ACCT 1060231 | $1,449.20 | **$1,449.20** |
| 802620 | 235-7303-521500- | NICOR | ACCT 12690400002 | $64.31 | **$64.31** |
| | | | **DEPARTMENT 7303 TOTAL:** | $2,445.51 | |

# VILLAGE OF ARLINGTON HEIGHTS

## WARRANT REGISTER

## CHECK DATE: 8/15/2026

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 7304 | **PARKING EVERGREEN ST GAR OPER** | | | | |
| 318167 | 235-7304-521020- | TOTAL ELEVATOR SERVICE | SERVICE BUILDING MAINTENANCE | $236.00 | **$236.00** |
| 802620 | 235-7304-521500- | NICOR | ACCT 92296400002 | $189.03 | **$189.03** |
| | | | **DEPARTMENT 7304 TOTAL:** | $425.03 | |

# VILLAGE OF ARLINGTON HEIGHTS

## WARRANT REGISTER

## CHECK DATE: 8/15/2026

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 7401 | **SOLID WASTE DISPSL SWANCCADMIN** | | | | |
| | | | | | **$153,380.00** |
| 902916 | 511-7401-521540- | SOLID WASTE AGENCY | SEPT 2026 TIPPING FEES | $908.00 | |
| 902916 | 511-7401-521540- | SOLID WASTE AGENCY | SEPT 2026 TIPPING FEES | $152,472.00 | |
| | | | **DEPARTMENT 7401 TOTAL:** | $153,380.00 | |

# VILLAGE OF ARLINGTON HEIGHTS
# WARRANT REGISTER
# CHECK DATE: 8/15/2026

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 7501 | **MUNICIPAL FLEET SVCS ADMIN** | | | | |
| | | | | | **$3,095.83** |
| 318003 | 621-7501-531510- | ARLINGTON HTS FORD | VEH MAINTENANCE SUPPLY | $146.60 | |
| 318003 | 621-7501-531510- | ARLINGTON HTS FORD | VEH MAINTENANCE SUPPLY | $574.57 | |
| 318003 | 621-7501-531510- | ARLINGTON HTS FORD | VEH MAINTENANCE SUPPLY | $949.66 | |
| 318003 | 621-7501-531510- | ARLINGTON HTS FORD | VEH MAINTENANCE SUPPLY | $1,425.00 | |
| | | | | | **$180.04** |
| 318022 | 621-7501-531510- | BUMPER TO BUMPER | VEH MAINTENANCE SUPPLY | $79.72 | |
| 318022 | 621-7501-531510- | BUMPER TO BUMPER | VEH MAINTENANCE SUPPLY | $100.32 | |
| | | | | | **$427.28** |
| 318047 | 621-7501-531510- | EJ EQUIPMENT INCORPORATED | VEH MAINTENANCE SUPPLY | $427.28 | |
| | | | | | **$330.00** |
| 318058 | 621-7501-522030- | FOX VALLEY TECHNICAL COLLEGE | TRAINING | $330.00 | |
| | | | | | **$1,300.00** |
| 318063 | 621-7501-521070- | HILLSIDE SERVICE | EQUIPMENT MAINTENANCE | $300.00 | |
| 318063 | 621-7501-521070- | HILLSIDE SERVICE | EQUIPMENT MAINTENANCE | $1,000.00 | |
| | | | | | **$151.00** |
| 318066 | 621-7501-521070- | IL SECRETARY OF STATE | VEHICLE REGISTRATION | $151.00 | |
| | | | | | **$151.00** |
| 318067 | 621-7501-521070- | IL SECRETARY OF STATE | VEHICLE REGISTRATION | $151.00 | |
| | | | | | **$151.00** |
| 318068 | 621-7501-521070- | IL SECRETARY OF STATE | VEHICLE REGISTRATION | $151.00 | |
| | | | | | **$151.00** |
| 318069 | 621-7501-521070- | IL SECRETARY OF STATE | VEHICLE REGISTRATION | $151.00 | |
| | | | | | **$304.60** |
| 318095 | 621-7501-531510- | MONROE TRUCK EQUIPMENT | VEH MAINTENANCE SUPPLY | $304.60 | |

# VILLAGE OF ARLINGTON HEIGHTS
## WARRANT REGISTER
## CHECK DATE: 8/15/2026

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| | | | | | **$3,865.93** |
| 318099 | 621-7501-531510- | NAPA AUTO PARTS | VEH MAINTENANCE SUPPLY | $9.57 | |
| 318099 | 621-7501-531510- | NAPA AUTO PARTS | VEH MAINTENANCE SUPPLY | $21.16 | |
| 318099 | 621-7501-531510- | NAPA AUTO PARTS | VEH MAINTENANCE SUPPLY | $22.07 | |
| 318099 | 621-7501-531510- | NAPA AUTO PARTS | VEH MAINTENANCE SUPPLY | $44.34 | |
| 318099 | 621-7501-531510- | NAPA AUTO PARTS | VEH MAINTENANCE SUPPLY | $66.51 | |
| 318099 | 621-7501-531510- | NAPA AUTO PARTS | VEH MAINTENANCE SUPPLY | $76.43 | |
| 318099 | 621-7501-531510- | NAPA AUTO PARTS | VEH MAINTENANCE SUPPLY | $172.23 | |
| 318099 | 621-7501-531510- | NAPA AUTO PARTS | VEH MAINTENANCE SUPPLY | $196.70 | |
| 318099 | 621-7501-531510- | NAPA AUTO PARTS | VEH MAINTENANCE SUPPLY | $295.08 | |
| 318099 | 621-7501-531510- | NAPA AUTO PARTS | VEH MAINTENANCE SUPPLY | $351.24 | |
| 318099 | 621-7501-531510- | NAPA AUTO PARTS | VEH MAINTENANCE SUPPLY | $604.32 | |
| 318099 | 621-7501-531510- | NAPA AUTO PARTS | VEH MAINTENANCE SUPPLY | $604.32 | |
| 318099 | 621-7501-531510- | NAPA AUTO PARTS | VEH MAINTENANCE SUPPLY | $1,401.96 | |
| | | | | | **$821.98** |
| 318103 | 621-7501-531510- | NORTHERN TOOL & EQUIPMENT | VEH MAINTENANCE SUPPLY | $821.98 | |
| | | | | | **$633.86** |
| 318141 | 621-7501-531510- | PATLIN INC | VEH MAINTENANCE SUPPLY | $633.86 | |
| | | | | | **$145.00** |
| 318156 | 621-7501-531510- | RUSH TRUCK CENTER-CAROL STREAM | VEH MAINTENANCE SUPPLY | $145.00 | |
| | | | | | **$581.47** |
| 318162 | 621-7501-531510- | STANDARD EQUIPMENT CO | VEH MAINTENANCE SUPPLY | $581.47 | |
| | | | | | **$10,280.25** |
| 318165 | 621-7501-521070- | TEREX USA, LLC | EQUIPMENT MAINTENANCE | $4,956.79 | |
| 318165 | 621-7501-521070- | TEREX USA, LLC | EQUIPMENT MAINTENANCE | $5,323.46 | |

# VILLAGE OF ARLINGTON HEIGHTS

## WARRANT REGISTER

## CHECK DATE: 8/15/2026

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| | | | | | **$410.00** |
| 318172 | 621-7501-531510- | ULTRA STROBE COMMUNICATIONS INC | VEH MAINTENANCE SUPPLY | $410.00 | |
| | | | | | **$144.50** |
| 318173 | 621-7501-530350- | UNIFIRST CORPORATION | CLOTHING | $144.50 | |
| | | | | | **$290.00** |
| 318191 | 621-7501-521070- | WE WASH EXPRESS | EQUIPMENT MAINTENANCE | $290.00 | |
| | | | | | **$2,236.16** |
| 318192 | 621-7501-531510- | WENTWORTH TIRE SERVICE | VEH MAINTENANCE SUPPLY | $979.08 | |
| 318192 | 621-7501-531510- | WENTWORTH TIRE SERVICE | VEH MAINTENANCE SUPPLY | $1,257.08 | |
| | | | | | **$92.44** |
| 318194 | 621-7501-531510- | ZEIGLER OF SCHAUMBURG | VEH MAINTENANCE SUPPLY | $9.33 | |
| 318194 | 621-7501-531510- | ZEIGLER OF SCHAUMBURG | VEH MAINTENANCE SUPPLY | $83.11 | |
| | | | | | **$778.58** |
| 902915 | 621-7501-530500- | WEX BANK | FUEL | $778.58 | |
| | | | **DEPARTMENT 7501 TOTAL:** | $26,521.92 | |

# VILLAGE OF ARLINGTON HEIGHTS
## WARRANT REGISTER
## CHECK DATE: 8/15/2026

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 9001 | **CAPITAL ADMIN** | | | | |
| 318015 | 505-9001-550250- | BAXTER & WOODMAN | PROFESSIONAL SERVICES | $78,479.10 | **$78,479.10** |
| 318017 | 505-9001-550250- | BLUEWATER CONSTRUCTION LLC | CONSTRUCTION SERVICES | $835,450.38 | **$835,450.38** |
| 318024 | 506-9001-550250- | CAPPS PLUMBING & SEWER, INC. | LEAD SERVICE REPLACEMENT | $9,185.00 | **$9,185.00** |
| 318044 | 505-9001-550250- | DIXON ENGINEERING | PROFESSIONAL SERVICES | $15,888.75 | **$15,888.75** |
| 318061 | 505-9001-550250- | GRAINGER W W INC | BUILDING MAINTENANCE SUPPLY | $19.64 | **$3,750.23** |
| 318061 | 505-9001-550250- | GRAINGER W W INC | BUILDING MAINTENANCE SUPPLY | $315.73 | |
| 318061 | 505-9001-550250- | GRAINGER W W INC | BUILDING MAINTENANCE SUPPLY | $1,372.58 | |
| 318061 | 505-9001-550250- | GRAINGER W W INC | BUILDING MAINTENANCE SUPPLY | $2,007.30 | |
| 318061 | 505-9001-550250- | GRAINGER W W INC | BUILDING MAINTENANCE SUPPLY | $34.98 | |
| 318075 | 505-9001-550250- | JETCO LTD | CONSTRUCTION SERVICES | $268,478.10 | **$623,044.80** |
| 318075 | 505-9001-550250- | JETCO LTD | CONSTRUCTION SERVICES | $354,566.70 | |
| 318086 | 505-9001-550250- | LOWES COMMERCIAL SERVICES | BUILDING MAINTENANCE SUPPLY | $19.70 | **$19.70** |
| 318093 | 505-9001-550250- | MID AMERICAN WATER OF WAUCONDA, INC. | WATER VALVE & HYDRANT REPLACEMENT | $975.00 | **$3,351.44** |
| 318093 | 505-9001-550250- | MID AMERICAN WATER OF WAUCONDA, INC. | WATER VALVE & HYDRANT REPLACEMENT | $2,376.44 | |
| 318094 | 506-9001-550250- | MILLER PIPELINE, LLC- CENTRAL REGION | CONSTRUCTION SERVICES | $273,090.92 | **$273,090.92** |

# VILLAGE OF ARLINGTON HEIGHTS

## WARRANT REGISTER

## CHECK DATE: 8/15/2026

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| 318130 | 506-9001-550250- | CHRIS HANC | LEAD LINE REIMBURSEMENT | $2,500.00 | **$2,500.00** |
| 318131 | 506-9001-550250- | JOE RUSSELL | LEAD LINE REIMBURSEMENT | $2,500.00 | **$2,500.00** |
| 318132 | 506-9001-550250- | KAREN HAYES | LEAD LINE REIMBURSEMENT | $2,500.00 | **$2,500.00** |
| 318135 | 505-9001-550250- | JOE VILLANOVA | RESIDENT REIMBURSEMENT | $359.97 | **$359.97** |
| 318136 | 505-9001-550250- | MARK TERRIL | RESIDENT REIMBURSEMENT | $308.00 | **$308.00** |
| 318137 | 505-9001-550250- | MARK TERRIL | RESIDENT REIMBURSEMENT | $368.77 | **$368.77** |
| 318139 | 505-9001-550250- | TOM BUCCHIANERI | RESIDENT REIMBURSEMENT | $685.00 | **$685.00** |
| 318153 | 505-9001-550250- | RJN GROUP INC | PROFESSIONAL SERVICES | $24,227.95 | **$24,227.95** |
| | | | **DEPARTMENT 9001 TOTAL:** | $1,875,710.01 | |
| | | | **WARRANT TOTAL:** | **$4,335,636.38** | |

VILLAGE OF ARLINGTON HEIGHTS
INC. 1887

**Village Board of Trustees**
**8/17/2026**

**Item:** A Resolution Approving A Final Plat of Subdivision (950 East Rand Road)
**Department:** Planning & Community Development

**Item Description:**
A public meeting was held by the Plan Commission on July 22, 2026, where the Plan Commission unanimously recommended to the Village Board of Trustees, approval of the following zoning entitlements:

1. Final Plat of Subdivision for 950 E. Rand Rd.
2. Variance to Chapter 29 Section 201 (a)(5) to waiver the requirement to submit an approving opinion of a qualified professional engineer.

**Recommendation:**

Motion to approve a Resolution Approving Final Plat of Subdivision and Variation (950 East Rand Rd)

**ATTACHMENTS:**
1. Resolution Approving Final Plat of Subdivision and Variation (950 East Rand Rd)
2. Staff Report Consumers Credit Union
3. Project Summary
4. Legal Description
5. Variance Justification
6. Aerial
7. Plat of Survey
8. Final Plat of Subdivision
9. Redacted OEA
10. Utility Exhibit
11. 7-22-26 Plan Commission Minutes - Draft
12. Site Photos
13. Notice of Publication

VILLAGE OF ARLINGTON HEIGHTS

RESOLUTION NO. _____

A RESOLUTION APPROVING A FINAL PLAT OF SUBDIVISION
(950 East Rand Road)

WHEREAS, MJR Southpoint Real Estate Holding Company, LLC ("*Owner*") is the owner of that certain property commonly known as 950 East Rand Road, Arlington Heights, Illinois, and legally described in Exhibit A attached to and, by this reference, made a part of this Resolution ("*Property*"); and

WHEREAS, the Property is approximately 163,307 square feet and is located in the B-3 General Service, Wholesale and Motor Vehicle District ("*B-3 District*"); and

WHEREAS, the Owner desires to subdivide the Property into two lots ("*Proposed Subdivision*"), as depicted on that certain plat titled "Final Plat of MJR Southpoint Resubdivision," prepared by GSG Consultants, Inc., consisting of two sheets, dated June 23, 2026, a copy of which is attached to and, by this reference, made a part of this Resolution as Exhibit B ("*Final Plat*"); and

WHEREAS, pursuant to Section 29-201.a.5 of the "Municipal Code of Arlington Heights, Illinois, 1995," as amended ("*Village Code*"), an approving opinion of a qualified professional traffic engineer must be submitted to the Plan Commission of the Village of Arlington Heights ("*Plan Commission*") for the proposed subdivision of any property located in the B-3 District that is greater than or equal to 20,000 square feet; and

WHEREAS, pursuant to Sections 29-201 and 29-212 through 29-214 of the Village Code, the Owner has applied for: (i) preliminary and final approval of the Final Plat; and (ii) a variation from Section 29-201.a.5 of the Village Code to waive the requirement to submit an approving opinion of a qualified professional traffic engineer (collectively, the "*Requested Relief*"); and

WHEREAS, pursuant to notice duly published in the Daily Herald on July 7, 2026, the Plan Commission conducted a public hearing on July 22, 2026, concerning approval of the Requested Relief; and

WHEREAS, at the conclusion of the public hearing, the Plan Commission made findings and recommendations in support of the Requested Relief, subject to specified development conditions; and

WHEREAS, having considered the findings and recommendations of the Plan Commission, the President and Board of Trustees have found and determined that it will serve and be in the best interest of the Village and its residents to approve the Requested Relief;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ARLINGTON HEIGHTS, COOK COUNTY, ILLINOIS, as follows:

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

SECTION 2. APPROVAL OF FINAL PLAT. Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 4 of this Resolution, the Final Plat is hereby approved as the final plat of subdivision for the Property pursuant to Section 29-214 of the Village Code and the home rule powers of the Village.

SECTION 3. GRANT OF VARIATION. Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 4 of this Resolution, and in accordance with, and pursuant to, Chapter 29 of the Village Code and the home rule powers of the Village, the Village hereby grants the Owner a variation from Section 29-201.a.5 of the Village Code to waive the requirement to submit an approving opinion of a qualified professional traffic engineer.

SECTION 4. CONDITIONS OF APPROVAL. The approvals granted in Sections 2 and 3 of this Resolution are expressly conditioned upon compliance with the following provisions, conditions, and restrictions:

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

B. Amendment to Memorandum of Ownership. The Southpoint Shopping Center Memorandum of Ownership must be amended within 30 calendar days after any sale of any portion of the Property to identify the new owner of that portion of the Property.

SECTION 5. EXECUTION OF FINAL PLAT. Upon satisfaction of the conditions set forth in Section 4 of this Resolution, the Village President and the Village Clerk are hereby authorized and directed to execute and seal, on behalf of the Village, the Final Plat.

SECTION 6. RECORDATION OF FINAL PLAT. Upon execution of the Final Plat by the Village President and the Village Clerk, as provided in Section 5 of this Resolution, the Village Clerk is directed to cause the Final Plat to be recorded on title to the Property in the office of the Cook County Clerk Recording Division.

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

SECTION 8. EFFECTIVE DATE. This Resolution will be in full force and effect from and after its passage and approval as provided by law. The approvals in Section 2 and 3 of this Resolution will be null and void in the event that all conditions are not satisfied within 180 days after the passage of this Resolution, unless that date is extended by the Village Board of Trustees.

[SIGNATURES ON FOLLOWING PAGE]

AYES:

NAYS:

PASSED AND APPROVED THIS ___ day of _____, 2026

_____
Village President

ATTEST:

_____
Village Clerk

EXHIBIT A

LEGAL DESCRIPTION OF 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, 395.25 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

Commonly known as: 950 East Rand Road, Arlington Heights, Illinois

PIN: 03-20-200-012-0000

EXHIBIT B

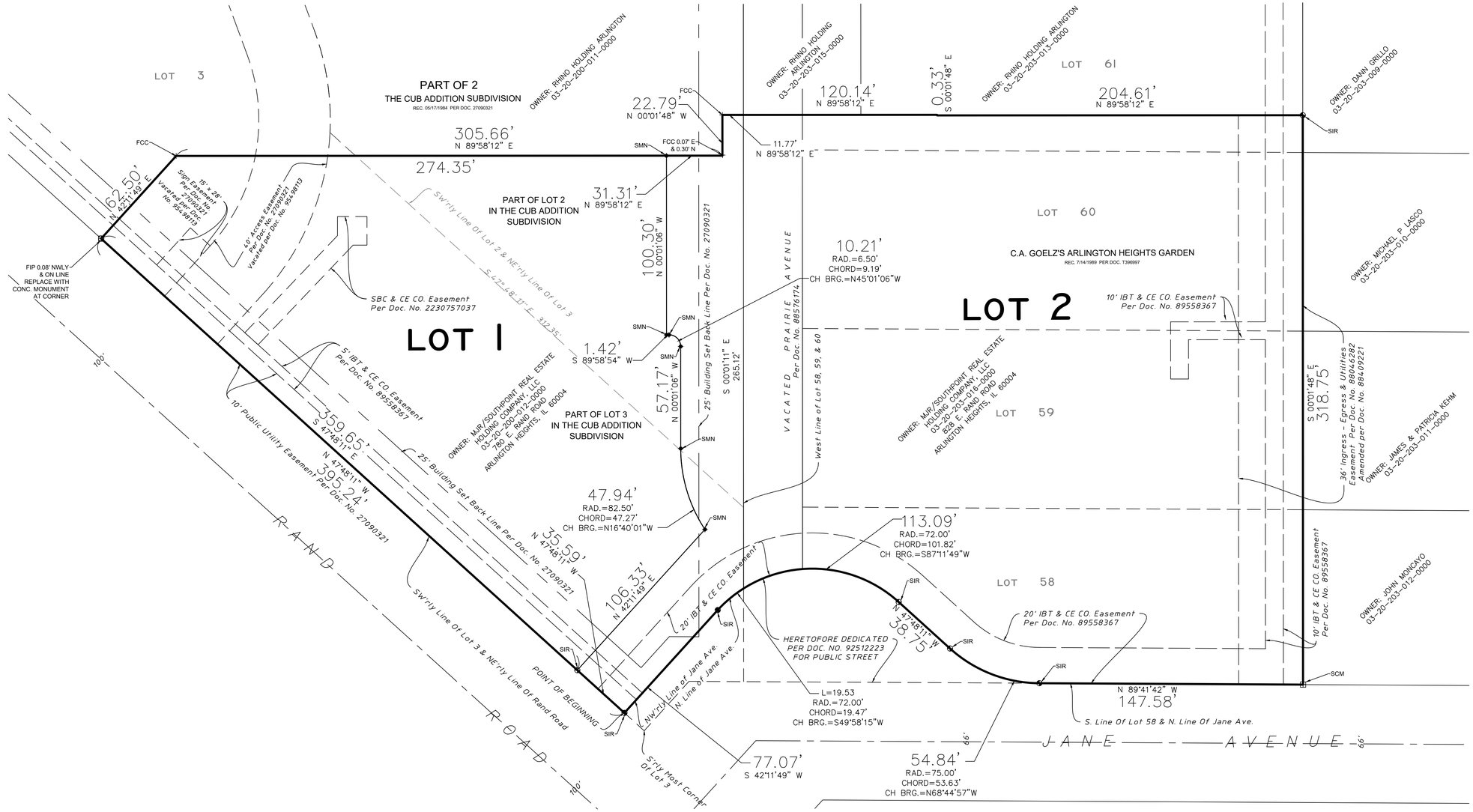
FINAL PLAT

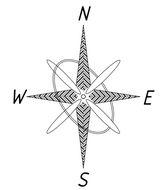
P.I.N. NUMBERS:
03-20-200-012-0000
03-20-203-016-0000

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.




GRAPHIC SCALE
0 15 30 60
( IN FEET )
1 inch = 30 ft.

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 |

## 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** |

NOTE:
BLANKET VEHICULAR AND PEDESTRIAN INGRESS/EGRESS, UTILITY, PARKING AND CONSTRUCTION EASEMENTS PER DOC. NO. 2017608084 AND DOC. NO. 2019847087

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

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# 184-002852


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 | |

# 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.

## 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

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 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, 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, 35.59 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 DEDICATION 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.

## 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
DATE

_____, 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 35-3269, 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 STATUES 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

PROFESSIONAL LAND SURVEYOR
STEVEN BARCZAK
035-003269
SCHAUMBURG
ILLINOIS
STATE OF ILLINOIS

## 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

PROFESSIONAL LAND SURVEYOR
STEVEN BARCZAK
035-003269
SCHAUMBURG
ILLINOIS
STATE OF ILLINOIS

REVISIONS

| NO. | DATE: | DESCRIPTION: |
|---|---|---|
| 1 | | |
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GSG CONSULTANTS, INC.
735 E. REMINGTON RD, SCHAUMBURG, IL 60173
TEL: +1630.994.2600 | WWW.GSG-CONSULTANTS.COM
ILLINOIS PROFESSIONAL DESIGN FIRM# 184-002852

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 | |

*VILLAGE OF ARLINGTON HEIGHTS*

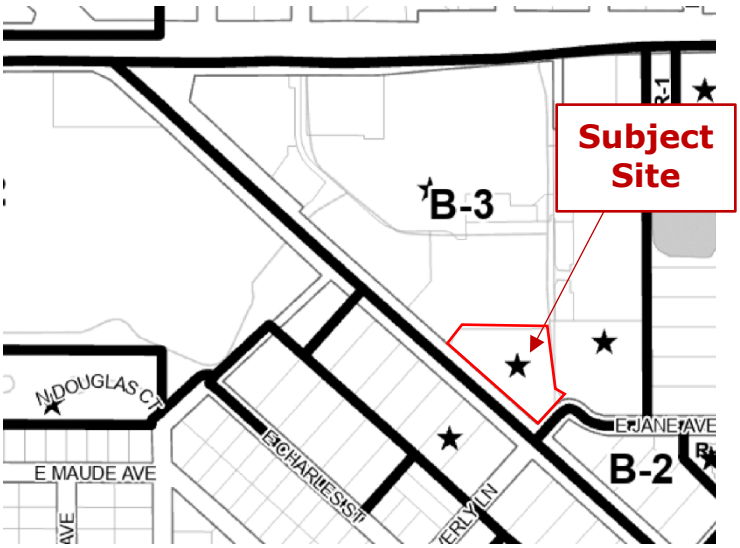
# STAFF DEVELOPMENT COMMITTEE REPORT

***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

GSG CONSULTANTS, INC
ENGINEERS | SCIENTISTS | CONSTRUCTION MANAGERS

735 Remington Rd.
Schaumburg, IL 60173

630-994-2600
www.gsg-consultants.com

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.

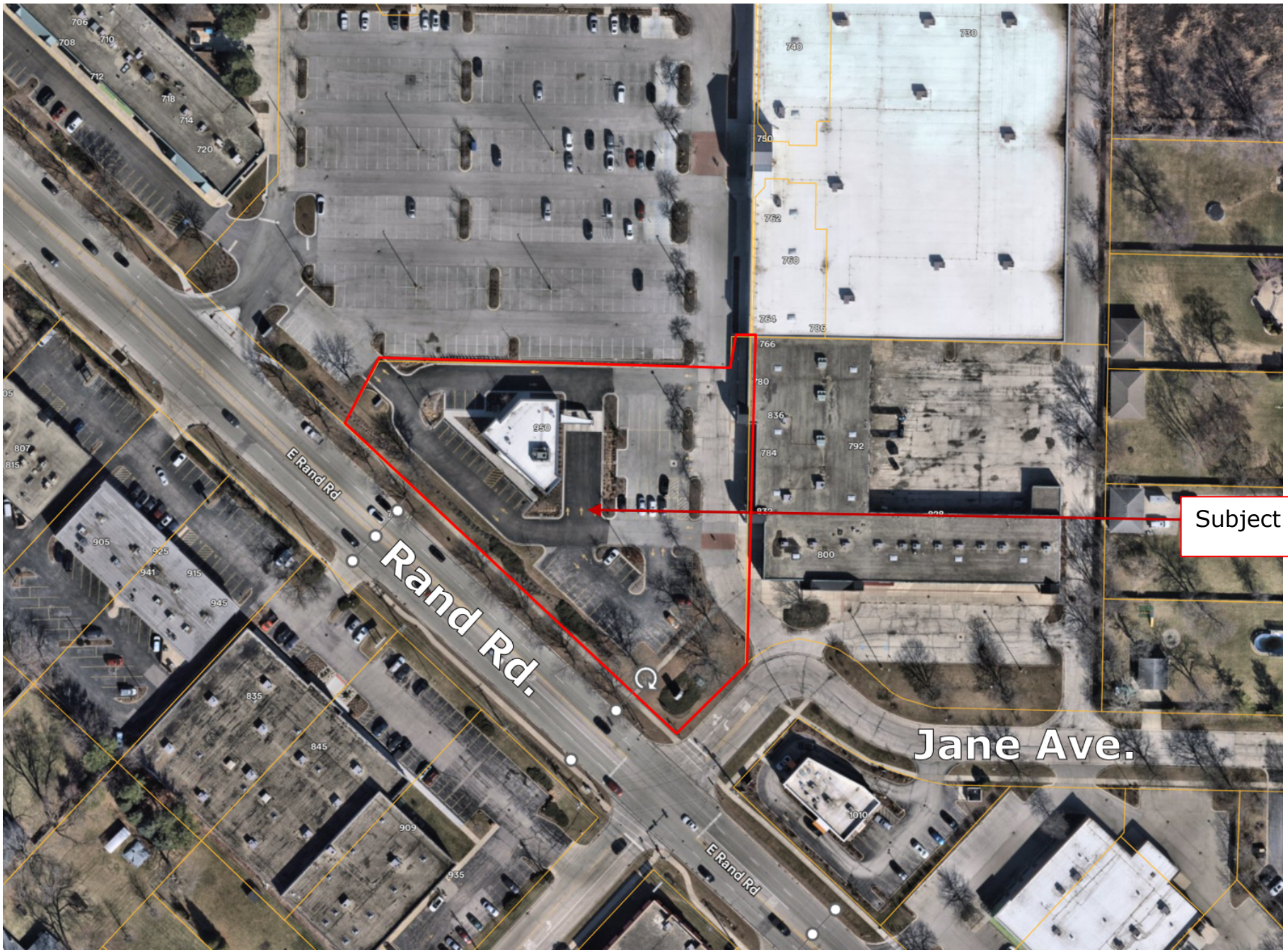
Sincerely,

GSG Consultants, Inc.



Basel Al-Badr, PE

Project Manager.


Subject Property
Rand Rd.
Jane Ave.
E Rand Rd
E Rand Rd

# ALTA / ACSM LAND TITLE SURVEY

OF

Alta Certificate

**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 40.90 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 HEIGHT'S 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 94.96 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 89 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.

**PARCEL 5:**

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCELS 1, 2 AND 3, AS CREATED BY DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS RECORDED FEBRUARY 1, 1988 AS DOCUMENT 88046282, BY AND BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 21, 1983 AND KNOWN AS TRUST NUMBER 57529, AND LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 11, 1986 AND KNOWN AS TRUST NUMBER 111531 FOR INGRESS AND EGRESS AND PASSAGE OF PEDESTRIANS AND MOTOR VEHICLES OVER THAT PART OF THE LAND DESIGNATED "SERVICE EASEMENT" ON THE SITE PLAN ATTACHED TO SAID DECLARATION AS EXHIBIT C, IN COOK COUNTY, ILLINOIS, AS AMENDED BY FIRST AMENDMENT RECORDED AS DOCUMENT 88409221, (EXCEPT THEREFROM THOSE PORTIONS THAT WERE VACATED BY PLAT OF EASEMENT VACATION RECORDED AS DOCUMENT 95498113).

**PARCEL 6:**

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCELS 1, 2 AND 3, AS CREATED BY DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS RECORDED FEBRUARY 1, 1988 AS DOCUMENT 88046282, BY AND BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 21, 1983 AND KNOWN AS TRUST NUMBER 57529, AND LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 11, 1986 AND KNOWN AS TRUST NUMBER 111531, FOR INGRESS, EGRESS AND PASSAGE BY PEDESTRIANS, AND INGRESS, EGRESS, PASSAGE AND PARKING BY MOTOR VEHICLES OVER THE LAND NORTH AND EAST AND ADJOINING PARCELS 1 AND 2, IN COOK COUNTY, ILLINOIS, AS AMENDED BY FIRST AMENDMENT RECORDED AS DOCUMENT 88409221, (EXCEPT THEREFROM THOSE PORTIONS THAT WERE VACATED BY PLAT OF EASEMENT.

**PARCEL 7:**

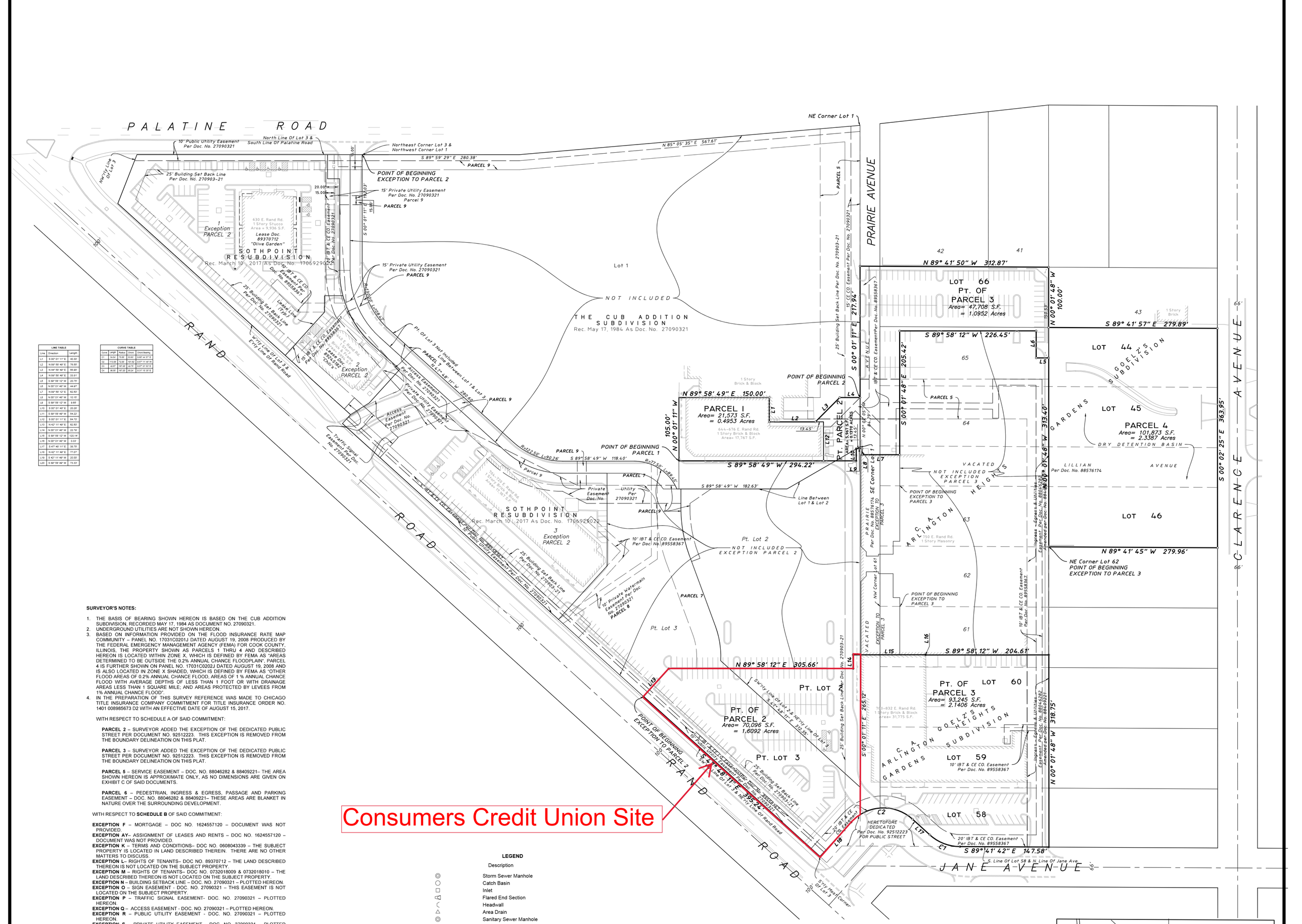
NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2, AS SET FORTH IN PLAT OF SUBDIVISION RECORDED AS DOCUMENT 27090321 FOR INGRESS AND EGRESS, OVER SO MUCH OF THAT PART OF THE LAND DESIGNATED "ACCESS EASEMENT" ON SAID PLAT AS FALLS WITHIN THAT PART OF LOT 3 EXCEPTED FROM PARCEL 2 HEREIN, IN COOK COUNTY, ILLINOIS, (EXCEPT THEREFROM THOSE PORTIONS THAT WERE VACATED BY PLAT OF EASEMENT VACATION RECORDED AS DOCUMENT 95498113).

**PARCEL 8:**

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2, AS SET FORTH IN PLAT OF SUBDIVISION RECORDED AS DOCUMENT 27090321, FOR PRIVATE WATER MAIN, OVER SO MUCH OF THAT PART OF THE LAND DESIGNATED AS "PRIVATE WATER MAIN EASEMENT" ON SAID PLAT AS FALLS WITHIN THAT PART OF LOT 3 EXCEPTED FROM PARCEL 2 HEREIN, IN COOK COUNTY, ILLINOIS, (EXCEPT THEREFROM THOSE PORTIONS THAT WERE VACATED BY PLAT OF EASEMENT VACATION RECORDED AS DOCUMENT 95498113).

**PARCEL 9:**

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AND 2, AS SET FORTH IN PLAT OF SUBDIVISION RECORDED AS DOCUMENT 27090321, FOR UTILITIES, OVER SO MUCH OF THAT PART OF THE LAND DESIGNATED AS "PRIVATE UTILITY EASEMENT" ON SAID PLAT AS FALLS WITHIN THAT PART OF LOT 3 EXCEPTED FROM PARCEL 2 HEREIN, IN COOK COUNTY, ILLINOIS, (EXCEPT THEREFROM THOSE PORTIONS THAT WERE VACATED BY PLAT OF EASEMENT VACATION RECORDED AS DOCUMENT 95498113).




| LINE TABLE | | |
|---|---|---|
| Line | Direction | Length |
| L1 | S 00° 01' 11" E | 40.30' |
| L2 | N 59° 58' 49" E | 76.55' |
| L3 | N 44° 58' 49" E | 56.99' |
| L4 | N 59° 58' 49" E | 33.81' |
| L5 | S 89° 58' 12" W | 20.75' |
| L6 | N 00° 01' 48" W | 44.97' |
| L7 | N 89° 58' 12" E | 62.50' |
| L8 | N 00° 01' 48" E | 10.15' |
| L9 | S 89° 58' 12" W | 9.65' |
| L10 | S 00° 01' 48" E | 20.20' |
| L11 | S 59° 58' 49" W | 54.22' |
| L12 | S 00° 01' 11" E | 84.70' |
| L13 | N 42° 11' 49" E | 82.80' |
| L14 | N 00° 01' 48" W | 22.79' |
| L15 | S 89° 58' 12" W | 120.14' |
| L16 | N 00° 01' 48" W | 0.33' |
| L17 | S 47° 48' 11" E | 38.78' |
| L18 | N 42° 11' 49" E | 77.07' |
| L19 | S 42° 11' 49" W | 20.00' |
| L20 | S 59° 58' 49" W | 73.33' |

| CURVE TABLE | | | | |
|---|---|---|---|---|
| Curve | L/R/SP | Radius | Chord | Chord Bearing |
| C1 | N/A | 15.00' | 13.83' | S 69° 41' 57" E |
| C2 | 113.08' | 72.00' | 101.82' | S 87° 11' 48" W |
| C3 | 42.97' | 147.20' | 42.76' | S 67° 21' 57" E |
| C4 | 36.93' | 147.20' | 49.24' | S 31° 15' 37" E |

**SURVEYOR'S NOTES:**

1. THE BASIS OF BEARING SHOWN HEREON IS BASED ON THE CUB ADDITION SUBDIVISION, RECORDED MAY 17, 1984 AS DOCUMENT NO. 27090321.
2. UNDERGROUND UTILITIES ARE NOT SHOWN HEREON.
3. BASED ON INFORMATION PROVIDED ON THE FLOOD INSURANCE RATE MAP COMMUNITY – PANEL NO. 17031C0201J DATED AUGUST 19, 2008 PRODUCED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FOR COOK COUNTY, ILLINOIS, THE PROPERTY SHOWN AS PARCELS 1 THRU 4 AND DESCRIBED HEREON IS LOCATED WITHIN ZONE X, WHICH IS DEFINED BY FEMA AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN", PARCEL 4 IS FURTHER SHOWN ON PANEL NO. 17031C0202J DATED AUGUST 19, 2008 AND IS ALSO LOCATED IN ZONE X SHADED, WHICH IS DEFINED BY FEMA AS "OTHER FLOOD AREAS OF 0.2% ANNUAL CHANCE FLOOD, AREAS OF 1 % ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD".
4. IN THE PREPARATION OF THIS SURVEY REFERENCE WAS MADE TO CHICAGO TITLE INSURANCE COMPANY COMMITMENT FOR TITLE INSURANCE ORDER NO. 1401 008985673 D2 WITH AN EFFECTIVE DATE OF AUGUST 15, 2017.

   WITH RESPECT TO SCHEDULE A OF SAID COMMITMENT:

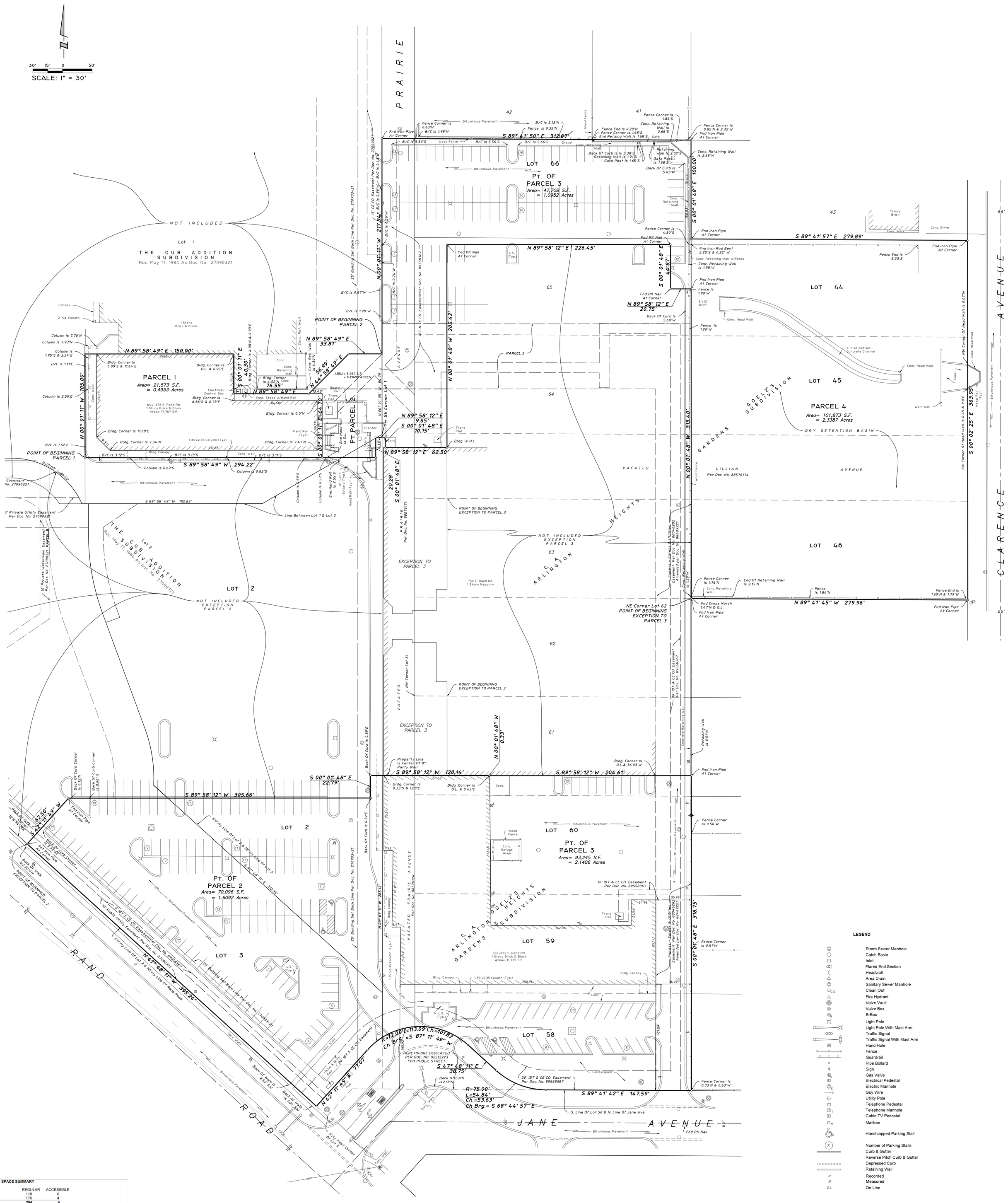
   **PARCEL 2** – SURVEYOR ADDED THE EXCEPTION OF THE DEDICATED PUBLIC STREET PER DOCUMENT NO. 92512223. THIS EXCEPTION IS REMOVED FROM THE BOUNDARY DELINEATION ON THIS PLAT.

   **PARCEL 3** – SURVEYOR ADDED THE EXCEPTION OF THE DEDICATED PUBLIC STREET PER DOCUMENT NO. 92512223. THIS EXCEPTION IS REMOVED FROM THE BOUNDARY DELINEATION ON THIS PLAT.

   **PARCEL 5** – SERVICE EASEMENT – DOC. NO. 88046282 & 88409221– THE AREA SHOWN HEREON IS APPROXIMATE ONLY, AS NO DIMENSIONS ARE GIVEN ON EXHIBIT C OF SAID DOCUMENTS.

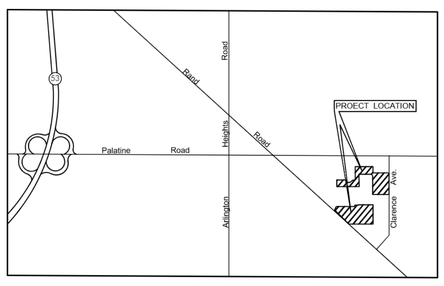
   **PARCEL 6** – PEDESTRIAN, INGRESS & EGRESS, PASSAGE AND PARKING EASEMENT – DOC. NO. 88046282 & 88409221– THESE AREAS ARE BLANKET IN NATURE OVER TH

# ALTA / ACSM LAND TITLE SURVEY




**PARKING SPACE SUMMARY**

| | REGULAR | ACCESSIBLE |
|---|---|---|
| **NORTH** | 118 | 0 |
| **SOUTH** | 176 | 4 |
| **TOTAL** | **294** | **4** |




**LOCATION MAP**
NOT TO SCALE


HAEGER ENGINEERING
consulting engineers • land surveyors
100 East State Parkway, Schaumburg, IL 60173 Tel: 847.394.6600 Fax: 847.394.6608
Illinois Professional Design Firm License No. 184-003152
www.haegerengineering.com



Plot Date: Feb 16, 2018 - 10:59am Plotted By: jeff- Layout: ALTA-NSPS Remainder Lots
File Name: C:\Users\jeff-\appdata\local\temp\AcPublish_3660\14196-ALTA-NSPS LTS- REMAINDER.dwg


14-196

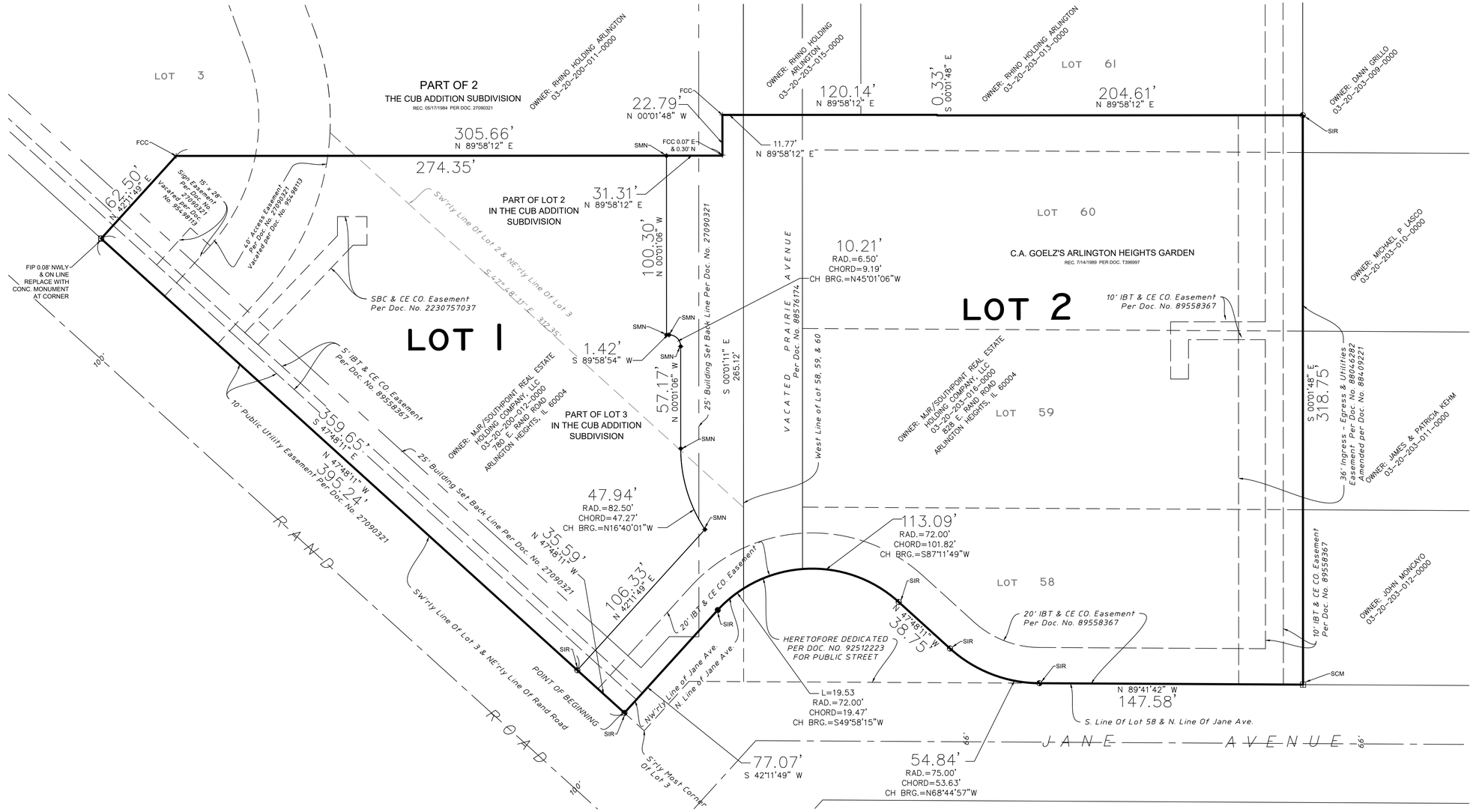

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P.I.N. NUMBERS:
03-20-200-012-0000
03-20-203-016-0000

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.




N
W E
S

GRAPHIC SCALE
0 15 30 60
( IN FEET )
1 inch = 30 ft.

## 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** |

NOTE:
BLANKET VEHICULAR AND PEDESTRIAN INGRESS/EGRESS, UTILITY, PARKING AND CONSTRUCTION EASEMENTS PER DOC. NO. 2017608084 AND DOC. NO. 2019847087

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 |

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

REVISIONS

| NO. | DATE: | DESCRIPTION: |
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GSG CONSULTANTS, INC.
735 E. REMINGTON RD, SCHAUMBURG, IL 60173
TEL: +1630.994.2600 | WWW.GSG-CONSULTANTS.COM
ILLINOIS PROFESSIONAL DESIGN FIRM# 184-002852


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

# 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.

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
DATE

_____, 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 35-3269, 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 STATUES 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

PROFESSIONAL LAND SURVEYOR
STEVEN BARCZAK
035-003269
SCHAUMBURG
ILLINOIS
STATE OF ILLINOIS

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

PROFESSIONAL LAND SURVEYOR
STEVEN BARCZAK
035-003269
SCHAUMBURG
ILLINOIS
STATE OF ILLINOIS

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 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, 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, 35.59 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 DEDICATION 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.

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

REVISIONS

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GSG CONSULTANTS, INC.
735 E. REMINGTON RD, SCHAUMBURG, IL 60173
TEL: +1630.994.2600 | WWW.GSG-CONSULTANTS.COM
ILLINOIS PROFESSIONAL DESIGN FIRM# 184-002852

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

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| 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 | |

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*

Doc# 2017608084 Fee $211.00

RHSP FEE:$9.00 RPRF FEE: $1.00

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 06/24/2020 12:36 PM PG: 1 OF 81

# 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 with this 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 Manger 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.

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

| | |
|---|---|
| Sign C<br>(*Along Palatine Road to the west side of the Palatine Road Shopping Center entrance*) | Panel 1 – Party 3 (16.334%)<br>Panel 2 – Party 1 (16.333%)<br>Panel 3 – Party 2 (16.333%)<br>Panel 4 – Party 4 (8.5%)<br>Panel 5 – Party 2 (8.5%)<br>Panel 6 – Party 4 (8.5%)<br>Panel 7 – Party 4 (8.5%)<br>Panel 8 – Party 2 (8.5%)<br>Panel 9 – Party 4 (8.5%) |
| Sign D<br>(*Along Rand Road at the northwest corner of the Shopping Center entrance*) | Party 6: 100% |
| Sign E<br>(*Along Rand Road to the north side of the Rand Road Shopping Center entrance*) | Party 5: 100% |
| Sign F<br>(*Along Rand Road to the south side of the Rand Road Shopping Center entrance*) | Panel 1 – Party 3 (16.334%)<br>Panel 2 – Party 1 (16.333%)<br>Panel 3 – Party 2 (16.333%)<br>Panel 4 – Party 4 (8.5%)<br>Panel 5 – Party 4 (8.5%)<br>Panel 6 – Party 4 (8.5%)<br>Panel 7 – Party 2 (8.5%)<br>Panel 8 – Party 4 (8.5%)<br>Panel 9 – Party 4 (8.5%) |
| Sign G (proposed)<br>(*Along Rand Road, south of Sign F*) | Party 3: 100% |
| Sign H (proposed)<br>(*Along Rand Road, south of Sign G and north of sign I*) | Party 2: 100% |
| Sign I<br>(*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*) | Panel 1 – Party 3 (16.334%)<br>Panel 2 – Party 1 (16.333%)<br>Panel 3 – Party 2 (16.333%)<br>Panel 4 – Party 2 (8.5%)<br>Panel 5 – Party 2 (8.5%)<br>Panel 6 – Party 4 (8.5%)<br>Panel 7 – Party 2 (8.5%)<br>Panel 8 – Party 2 (8.5%)<br>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. Manger 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, indemnity 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) sixty 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.

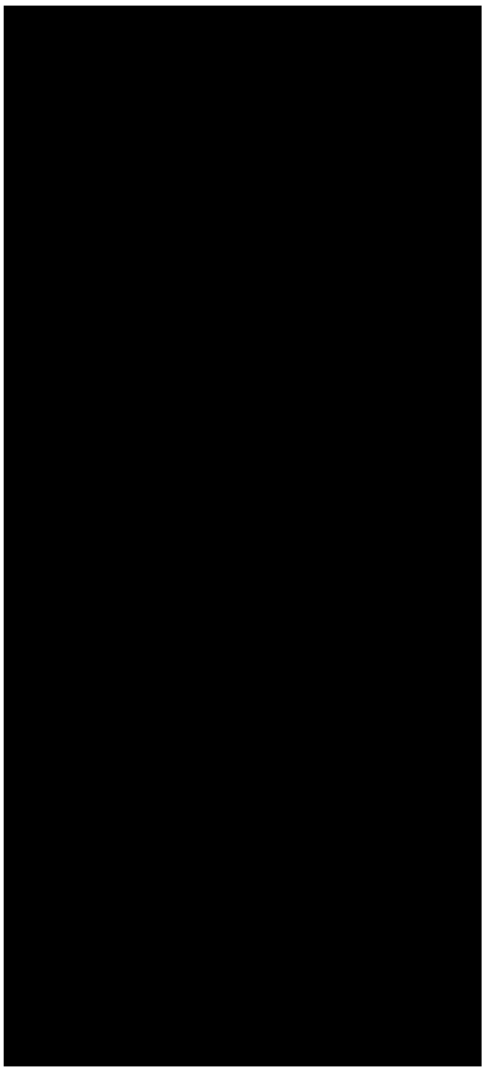
To Party 1:

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: _____

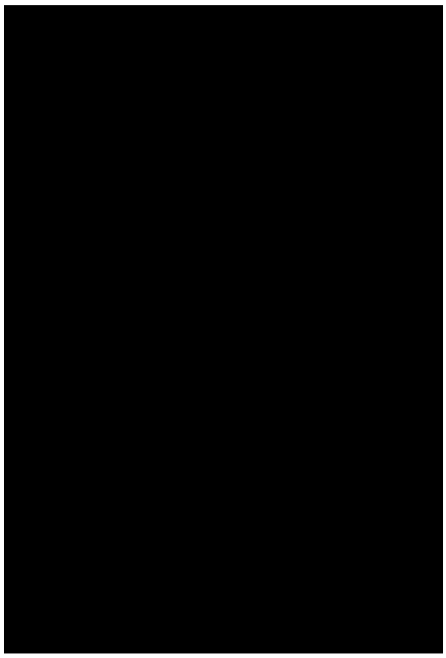
_____

_____

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 Manger 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: _____
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.

_____
Notary Public

My Commission Expires: 12/10/2022

ANNETTE D WAX
Official Seal
Notary Public - State of Illinois
My Commission Expires Dec 10, 2022

(Seal)

(signatures continue on next page)

AT 40

PARTY 2 SIGNATURE AND NOTARY:

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

By: _____
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 Wax
Notary Public

My Commission Expires: 12/10/22

ANNETTE D WAX
Official Seal
Notary Public - State of Illinois
My Commission Expires Dec 10, 2022

(Seal)

(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 NJ )
) 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 18 day of Sep. 2019.

_____
Notary Public

My Commission Expires: 12/28/2022

(Seal)

MOON Y. LEE
NOTARY PUBLIC OF NEW JERSEY
COMM. # 50074076
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: _____
Name: Savas Er
Title: Manager

STATE OF Illinois )
) ss.
COUNTY OF DuPage )

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.

_____
Notary Public

My Commission Expires: 8/12/2021

OFFICIAL SEAL
MARTHA J CORONADO
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:08/12/21

(Seal)

(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

SEE ATTACHED
NOTARIAL CERTIFICATE

My Commission Expires: _____

(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.

CHARLENE ORTIZ
COMM. #2137122
Notary Public - California
Orange County
My Comm. Expires Jan. 13, 2020

NRO1 NRO1

Signature _____ (Seal)

PARTY 6 SIGNATURE AND NOTARY:

Konvin Associates Limited Partnership,
an Illinois limited partnership

By: _____
Name: JOSEF Yossi 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

OFFICIAL SEAL
MOLLY ANN LIPPERT
Notary Public - State of Illinois
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 WEST192.04 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 4B 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 5B 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 5B MINUTES 12 SECONDS EAST 9.65 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 4B 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 5B MINUTES 12 SECONDS EAST 24.38 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 4B 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 4B SECONDS WEST 121.74 FEET; THENCE NORTH 44 DEGREES 5B MINUTES 12 SECONDS EAST 12.73 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 4B 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 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

EXHIBIT A

**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**

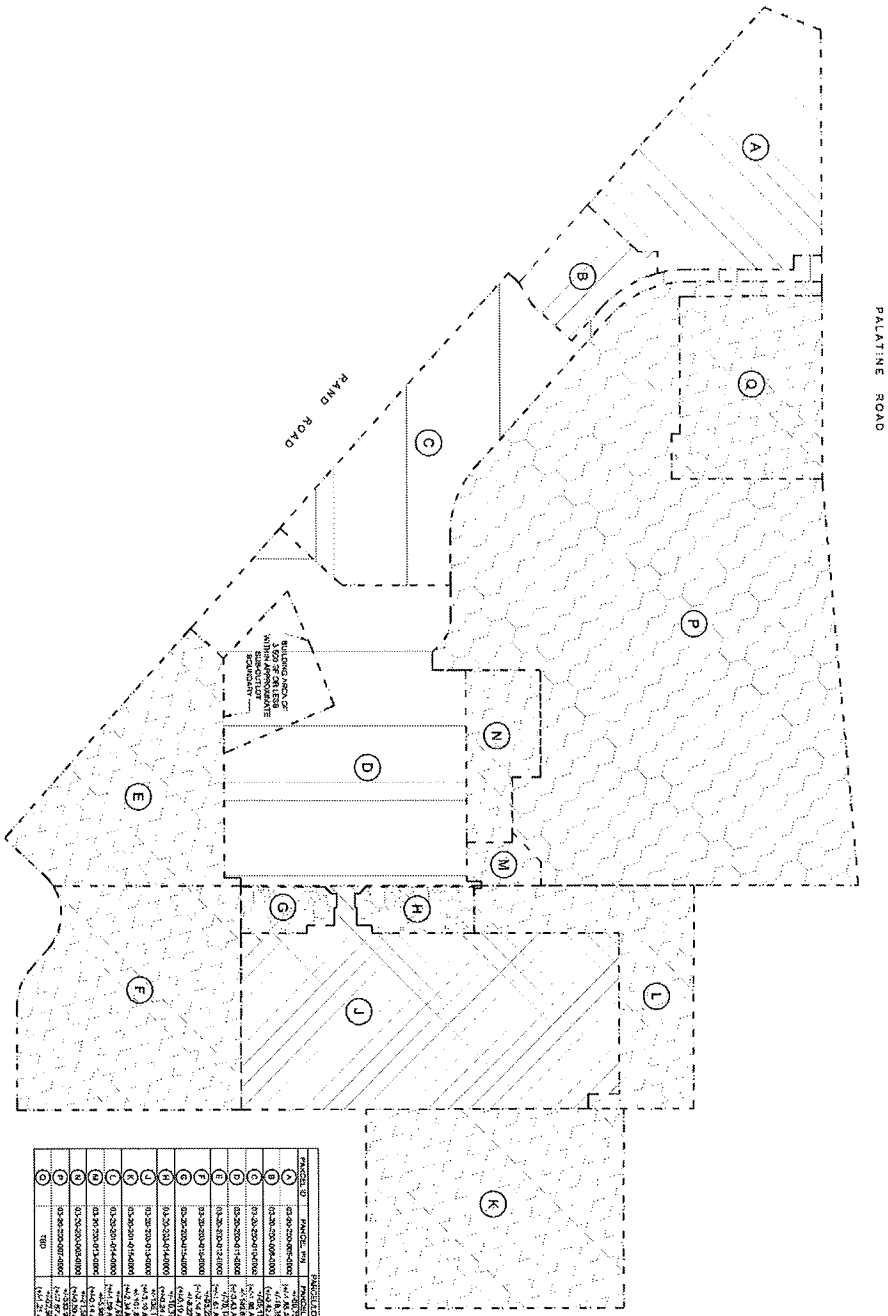
LOT 1 IN SOUTHPOINT RESUBDIVISION, BEING A RESUBDIVISION OF PART OF LOT 3 IN THE CUB ADDITION, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 10, 2017 AS DOCUMENT 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




| PARCEL ID | PARCEL PIN | PARCEL SIZE | EXISTING USE DESCRIPTION |
|---|---|---|---|
| A | 02-30-300-004 | ~40,000 SF (~0.92 ACRES) | EXISTING OUTLOT |
| B | 02-30-300-005 | ~40,000 SF (~0.92 ACRES) | EXISTING OUTLOT |
| C | 02-30-300-006 | ~40,000 SF (~0.92 ACRES) | EXISTING OUTLOT |
| D | 02-30-300-007 | ~40,000 SF (~0.92 ACRES) | EXISTING OUTLOT |
| E | 02-30-300-008 | ~40,000 SF (~0.92 ACRES) | EXISTING OUTLOT |
| F | 02-30-300-009 | ~40,000 SF (~0.92 ACRES) | EXISTING OUTLOT |
| G | 02-30-300-010 | ~40,000 SF (~0.92 ACRES) | EXISTING OUTLOT |
| H | 02-30-300-011 | ~40,000 SF (~0.92 ACRES) | EXISTING OUTLOT |
| J | 02-30-300-012 | ~40,000 SF (~0.92 ACRES) | EXISTING OUTLOT |
| K | 02-30-300-013 | ~40,000 SF (~0.92 ACRES) | EXISTING OUTLOT |
| L | 02-30-300-014 | ~40,000 SF (~0.92 ACRES) | EXISTING OUTLOT |
| M | 02-30-300-015 | ~40,000 SF (~0.92 ACRES) | EXISTING OUTLOT |
| N | 02-30-300-016 | ~40,000 SF (~0.92 ACRES) | EXISTING OUTLOT |
| O | TBD | ~40,000 SF (~0.92 ACRES) | RETAIL OUTLOT - (MAIN) |
| P | 02-30-300-017 | ~40,000 SF (~0.92 ACRES) | EXISTING MULTI-TENANT RETAIL - (MAIN) |
| Q | 02-30-300-018 | ~40,000 SF (~0.92 ACRES) | EXISTING MULTI-TENANT RETAIL - (MAIN) |

EXHIBIT B

## 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 |

# EXHIBIT C

## Plats of Survey

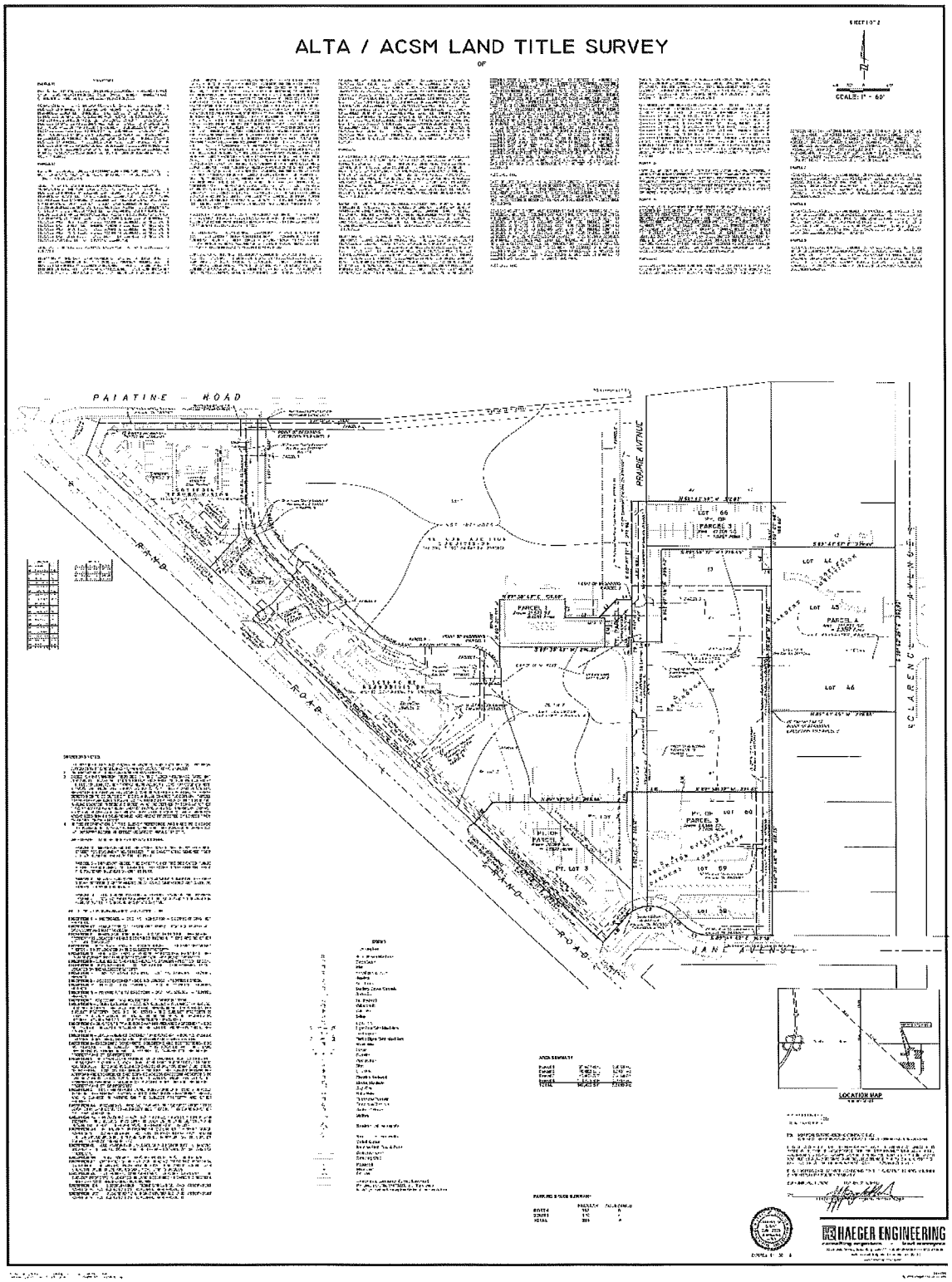



EXHIBIT C

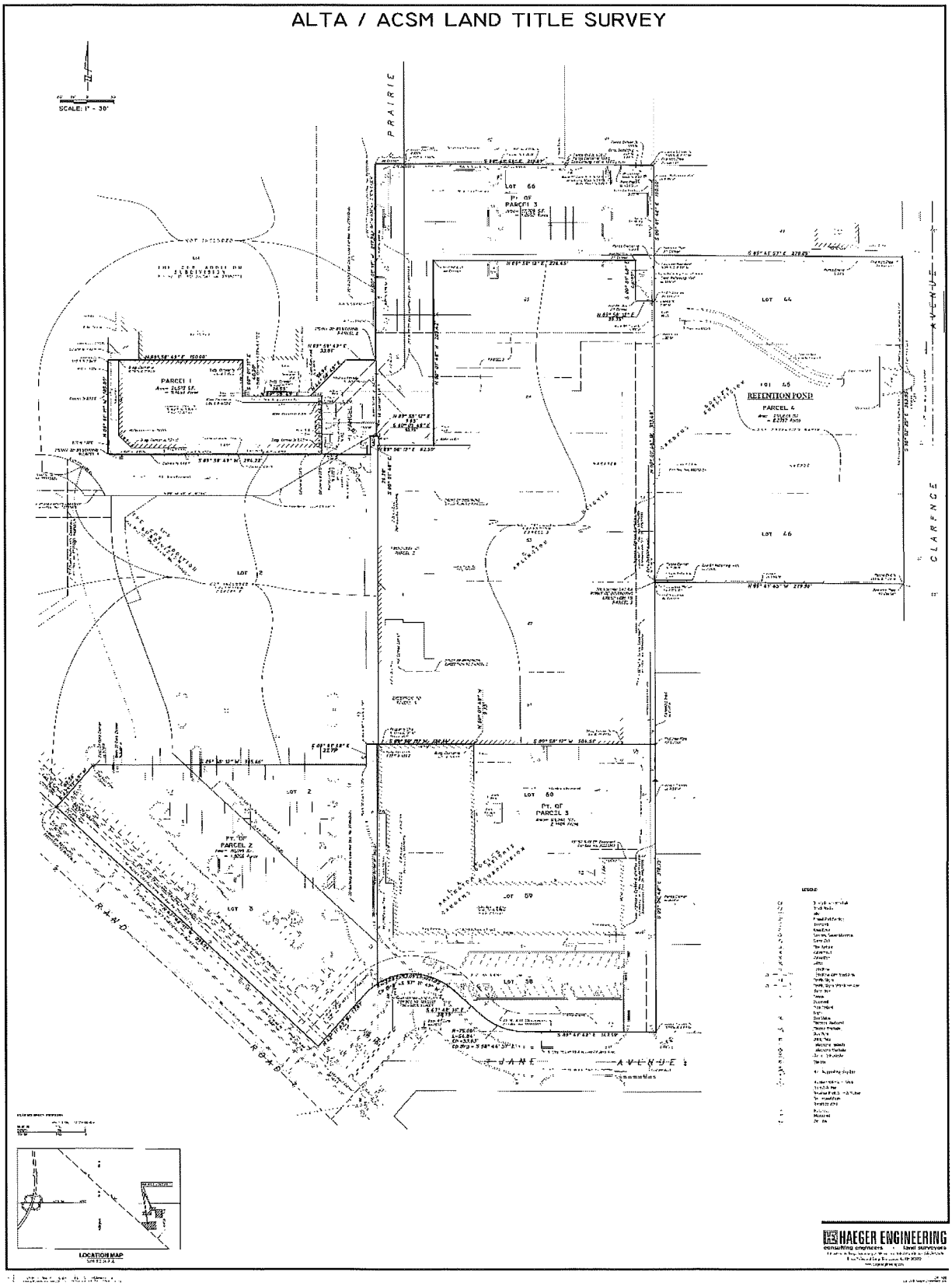

ALTA / ACSM LAND TITLE SURVEY
SCALE: 1" = 30'
PRAIRIE
AVENUE
CLARENCE
AVENUE
RETENTION POND
PARCEL 4
PARCEL 1
PARCEL 2
PARCEL 3
LOT 44
LOT 46
LOT 58
LOT 59
LOT 60
LOCATION MAP
HAEGER ENGINEERING
consulting engineers • land surveyors

EXHIBIT C

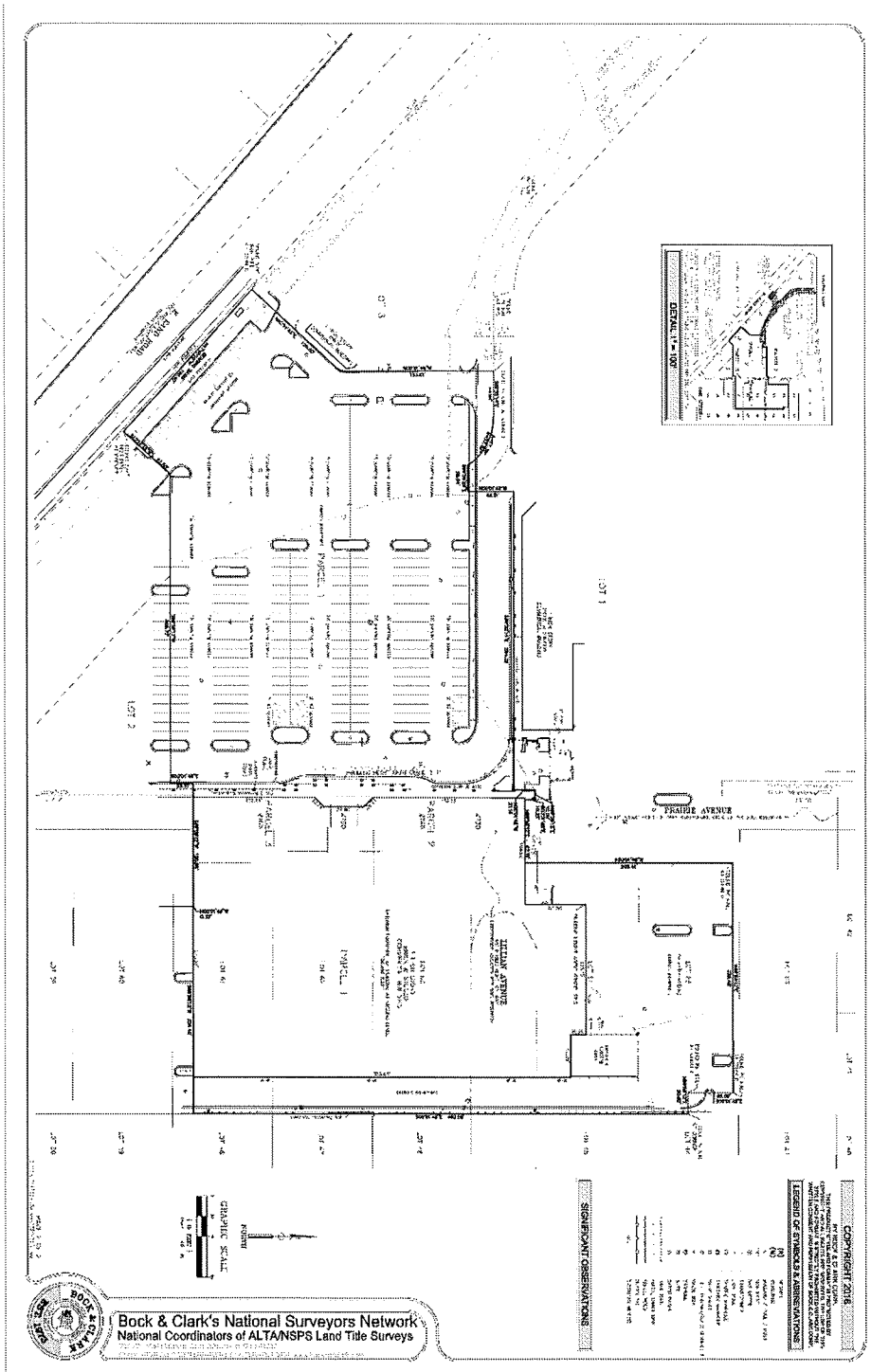

PRAIRIE AVENUE
Bock & Clark's National Surveyors Network
National Coordinators of ALTA/NSPS Land Title Surveys

EXHIBIT C

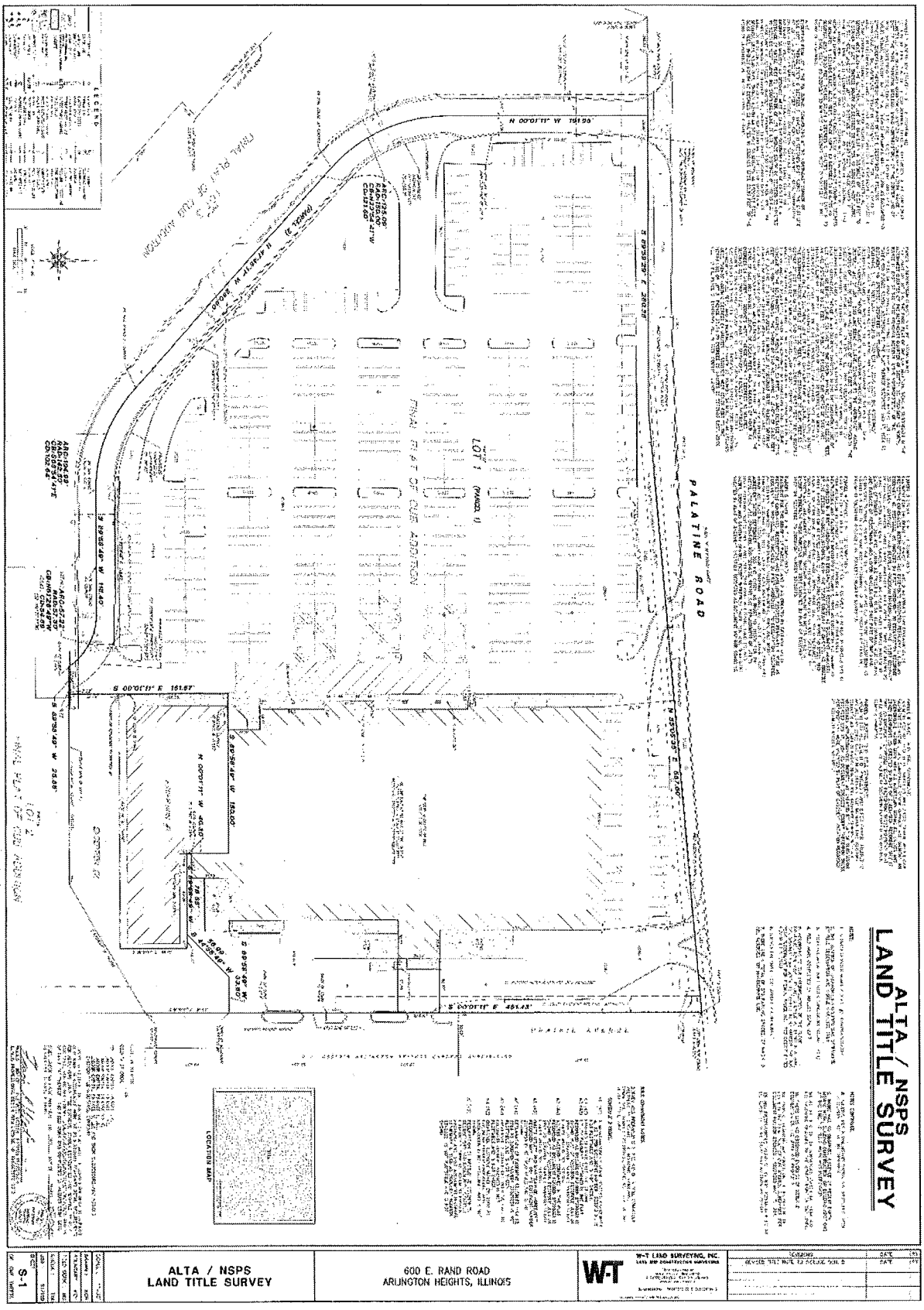
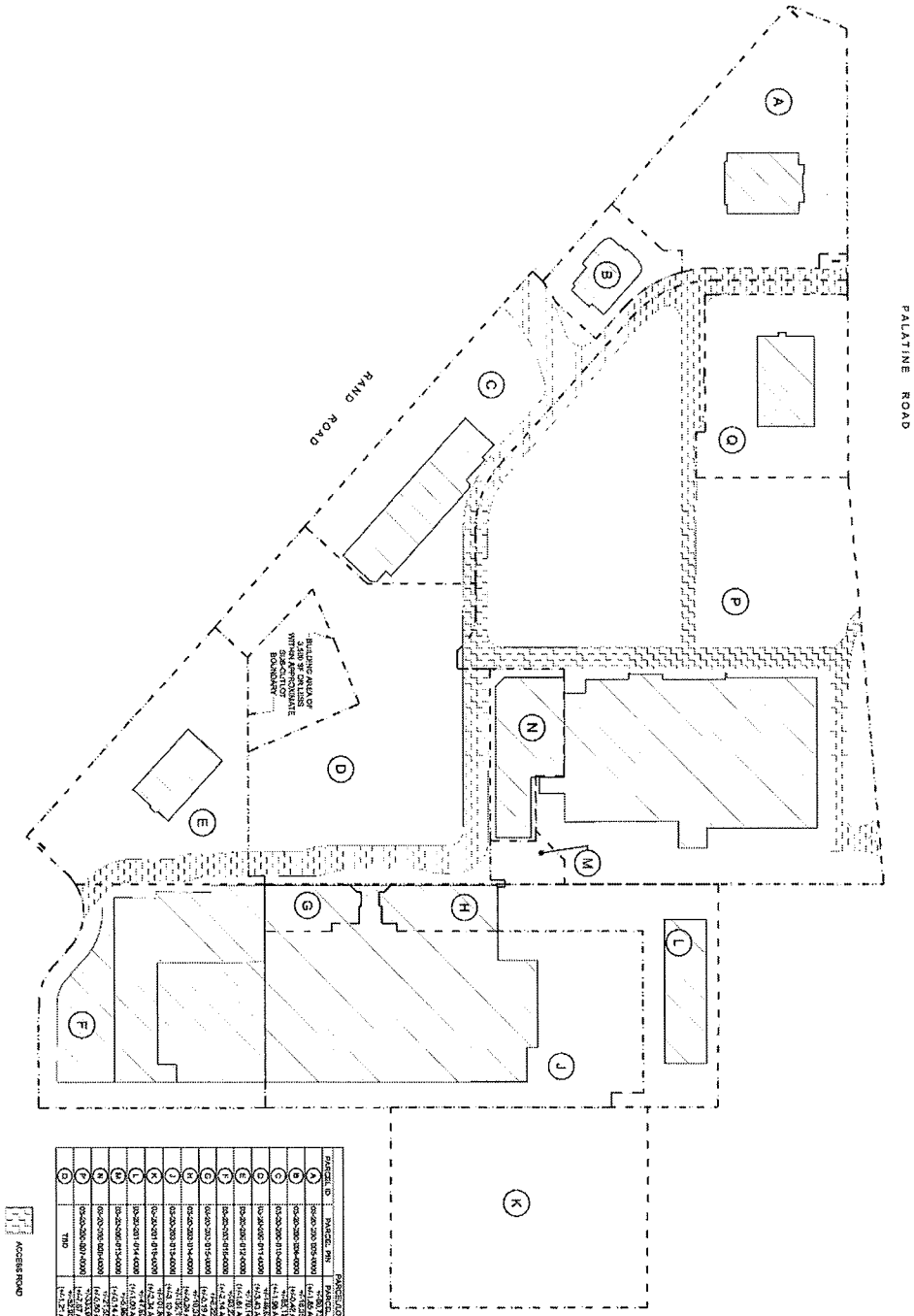

ALTA / NSPS
LAND TITLE SURVEY
PALATINE ROAD
PRAIRIE AVENUE
LOT 1 (PARCEL 1)
PLAN TRAP OF OUR ADDITION
LOCATION MAP
ALTA / NSPS
LAND TITLE SURVEY
600 E. RAND ROAD
ARLINGTON HEIGHTS, ILLINOIS
W-T LAND SURVEYING, INC.
S-1

EXHIBIT C

# EXHIBIT D

## Ring Roads and Access Roads




| | PARCEL ID | PARCEL PIN | PARCEL/LOT ELIGIBLE PARCEL AREA | DESCRIPTION |
|---|---|---|---|---|
| A | 1 | 02-04-300-024-0000 | +/-7,000 SF (+/-0.16 ACRES) | EXISTING CLASS C MOTEL |
| B | 2 | 02-04-300-034-0000 | +/-40,450 ACRES | EXISTING CHILIS |
| C | 3 | 02-03-300-010-0000 | +/-1.98 ACRES | EXISTING MULTI-TENANT RETAIL |
| D | 4 | 02-03-300-011-0000 | +/-4.48 ACRES | EXISTING PARKING FIELD |
| E | 5 | 02-03-300-012-0000 | +/-4,000 SF (NOT A PARCEL/USE) | EXISTING PARKING FIELD |
| F | 6 | 02-03-300-013-0000 | +/-4.68 ACRES | EXISTING PARKING FIELD - (MAP) |
| G | 7 | 02-03-401-015-0000 | +/-4.14 ACRES | EXISTING MULTI-TENANT RETAIL (MAP) |
| H | 8 | 02-03-402-015-0000 | +/-7,200 SF | EXISTING RETAIL - TENANT RETAIL |
| I | 9 | 02-03-402-014-0000 | +/-10,000 SF | EXISTING RETAIL - TENANT RETAIL |
| J | 10 | 02-03-300-014-0000 | +/-3.12 ACRES | RMF FURNITURE |
| K | 11 | 02-03-300-015-0000 | +/-3.10 ACRES | RMF FURNITURE |
| L | 12 | 02-04-301-015-0000 | +/-31 ACRES | RETENTION BASIN - (MAP) |
| M | 13 | 02-04-302-014-0000 | +/-4,000 SF | EXISTING PARKING FIELD - (MAP) |
| N | 14 | 02-04-306-013-0000 | +/-0.14 ACRES | EXISTING PARKING FIELD - (MAP) |
| O | 15 | 02-03-300-020-0000 | +/-0.34 ACRES | EXISTING RETAIL - (MAP) |
| P | 16 | 02-03-300-021-0000 | +/-10,000 SF | EXISTING RESTAURANT RETAIL |
| Q | TBD | | +/-1.2* ACRES | RETAIL OUTLOT - (MAP) |

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 (including owners of divided Parcels) | NOTICE ADDRESS |
|---|---|---|
| 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

EXHIBIT E

(signature page follows)

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

EXHIBIT E

This Memorandum of Ownership is executed on _____.

_____

By: _____

Name: _____

Title: _____

STATE OF _____ )
) SS
COUNTY OF _____ )

I, the undersigned, a Notary Public in and for the county and state aforesaid, do hereby certify that _____, in the noted capacity, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed 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.

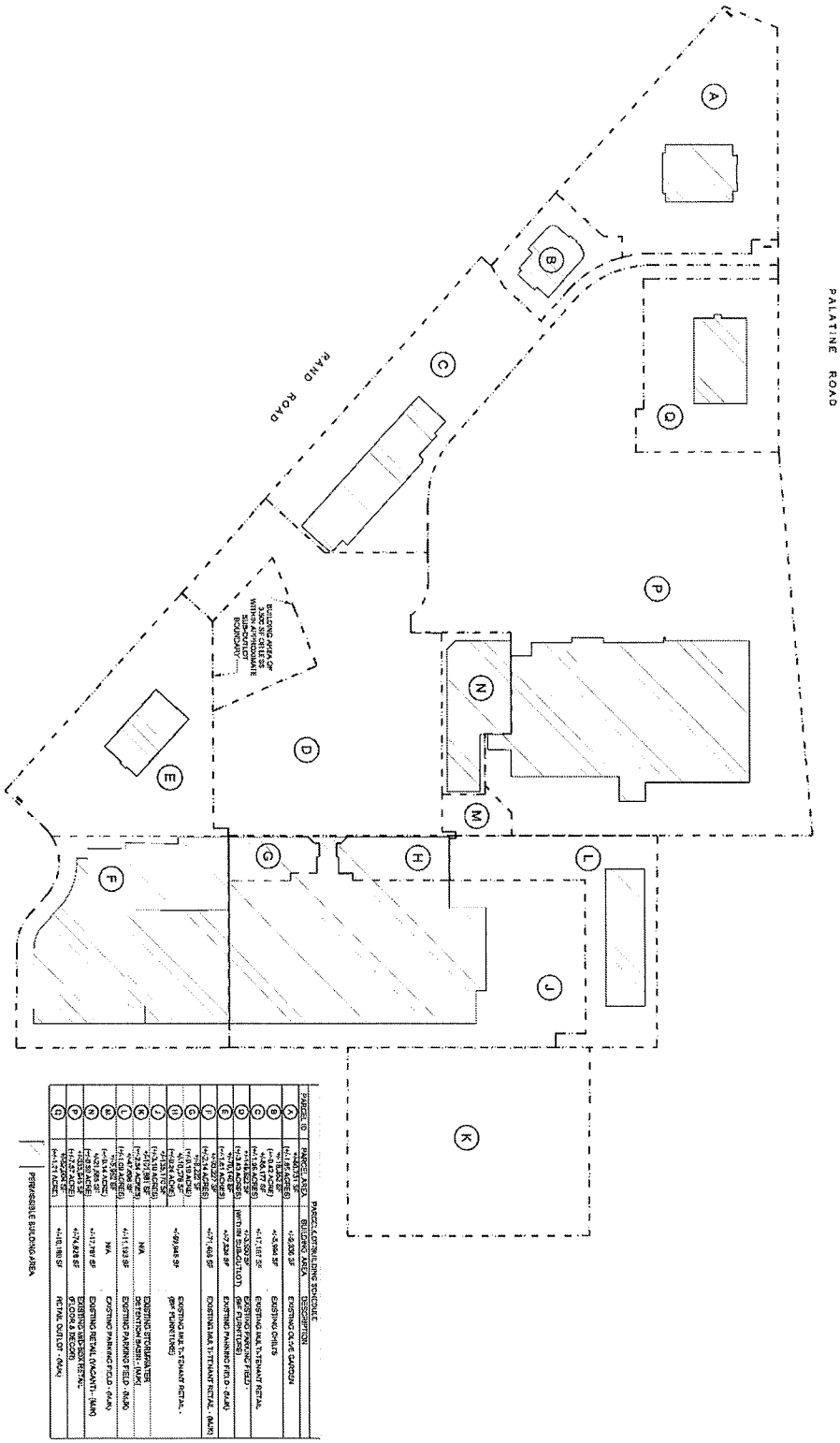
GIVEN under my hand and notarial seal this _____ day of _____.

_____
Notary Public

EXHIBIT E

# EXHIBIT F

## Permissible Building Area



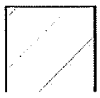

| PARCEL ID | PARCEL AREA | PARCEL/BUILDING SCHEDULE BUILDING AREA | DESCRIPTION |
|---|---|---|---|
| (A) | +/-437,571 SF<br>(+/-10.045 ACRES) | +/-69,006 SF | EXISTING OLIVE GARDEN |
| (B) | +/-182,825 SF<br>(+/-4.197 AC) | +/-5,994 SF | EXISTING CHILI'S |
| (C) | +/-7,181,181 SF<br>(+/-164.896 ACRES) | +/-17,181 SF<br>(WITHIN SUBDIVISION) | EXISTING MULTI-TENANT RETAIL<br>(SEE FOOTPRINTS) |
| (D) | +/-1,610,426 SF<br>(+/-36.972 ACRES) | +/-7,524 SF | EXISTING PARKING FIELD - (MAIN) |
| (E) | +/-170,762 SF<br>(+/-3.920 ACRES) | +/-7,524 SF | EXISTING PARKING FIELD - (MAIN) |
| (F) | +/-1,020,227 SF<br>(+/-23.424 ACRES) | +/-27,168 SF | EXISTING MULTI-TENANT RETAIL - (MAIN) |
| (G) | (+/-0.110 ACRE) | | |
| (H) | (+/-0.824 ACRE) | | |
| (J) | +/-1,135,175 SF<br>(+/-26.061 ACRES) | +/-69,848 SF | EXISTING PAD RESTAURANT RETAIL -<br>(SEE FOOTPRINTS) |
| (K) | +/-1,731,381 SF<br>(+/-39.738 ACRES) | N/A | EXISTING STORMWATER<br>DETENTION BASIN - (MAIN) |
| (L) | (+/-1.030 ACRES) | +/-1,193 SF | EXISTING PARKING FIELD - (MAIN) |
| (M) | +/-44,875 SF<br>(+/-1.030 ACRES) | N/A | EXISTING PARKING FIELD - (MAIN) |
| (N) | +/-420,265 SF<br>(+/-9.648 ACRES) | +/-17,787 SF | EXISTING RETAIL (VACANT) - (MAIN) |
| (P) | +/-1,268,545 SF<br>(+/-29.123 ACRES) | +/-74,424 SF | EXISTING BIG BOX RETAIL -<br>(FLORA & RECORD) |
| (Q) | +/-717,457 ACRES | +/-74,424 SF | |
| (R) | +/-1,571 ACRES | +/-81,181 SF | RETAIL OUTLOT - (MAIN) |

PERMISSIBLE BUILDING AREA

EXHIBIT F

## 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 worm 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.

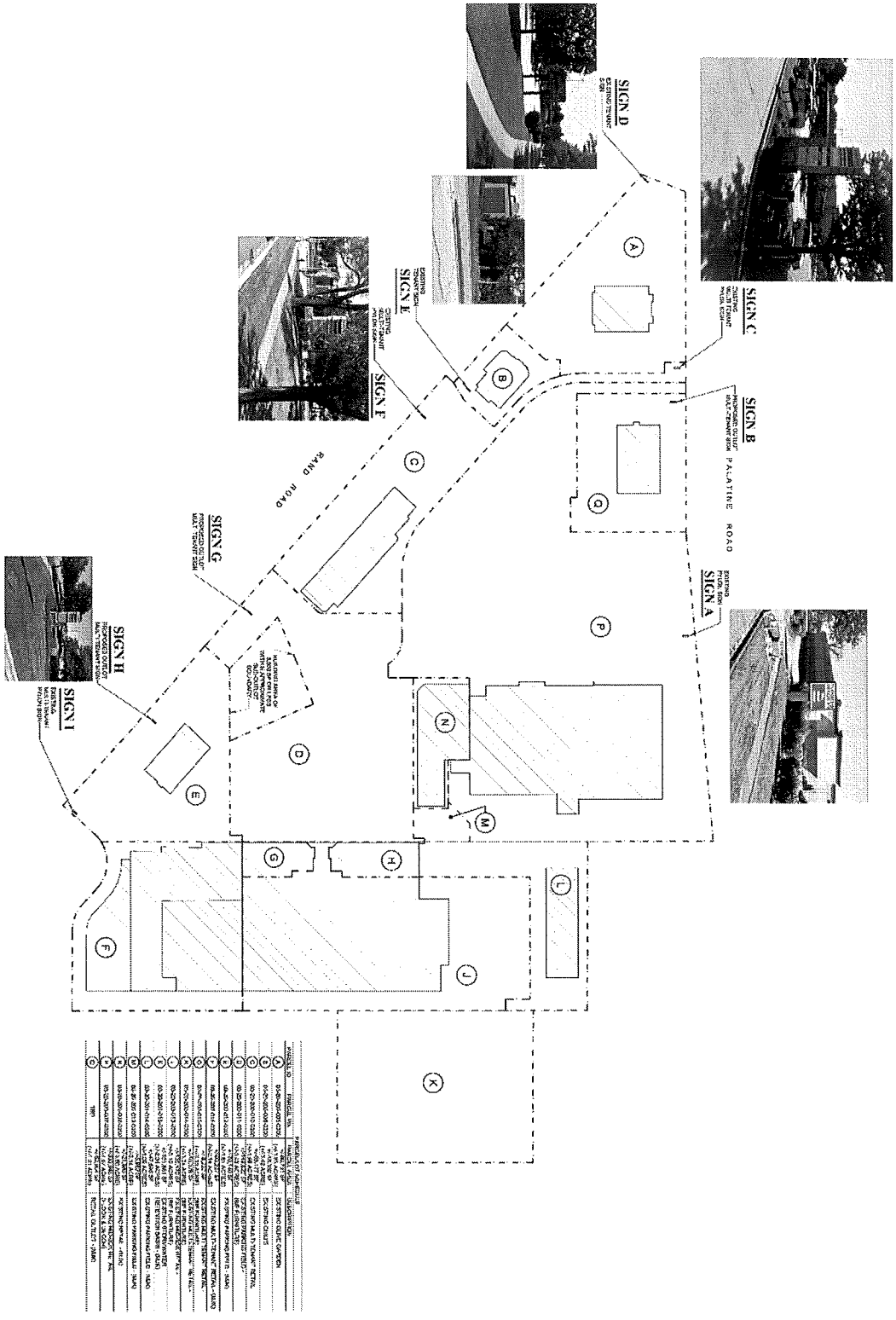
The listing of specific items as being prohibited is not intended to be exclusive, but to indicate, in general, the manner in which the right to use the Common Area solely as a means of access and convenience in shopping at the retail establishments in the Shopping Center is limited and controlled by 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 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 .

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: _____

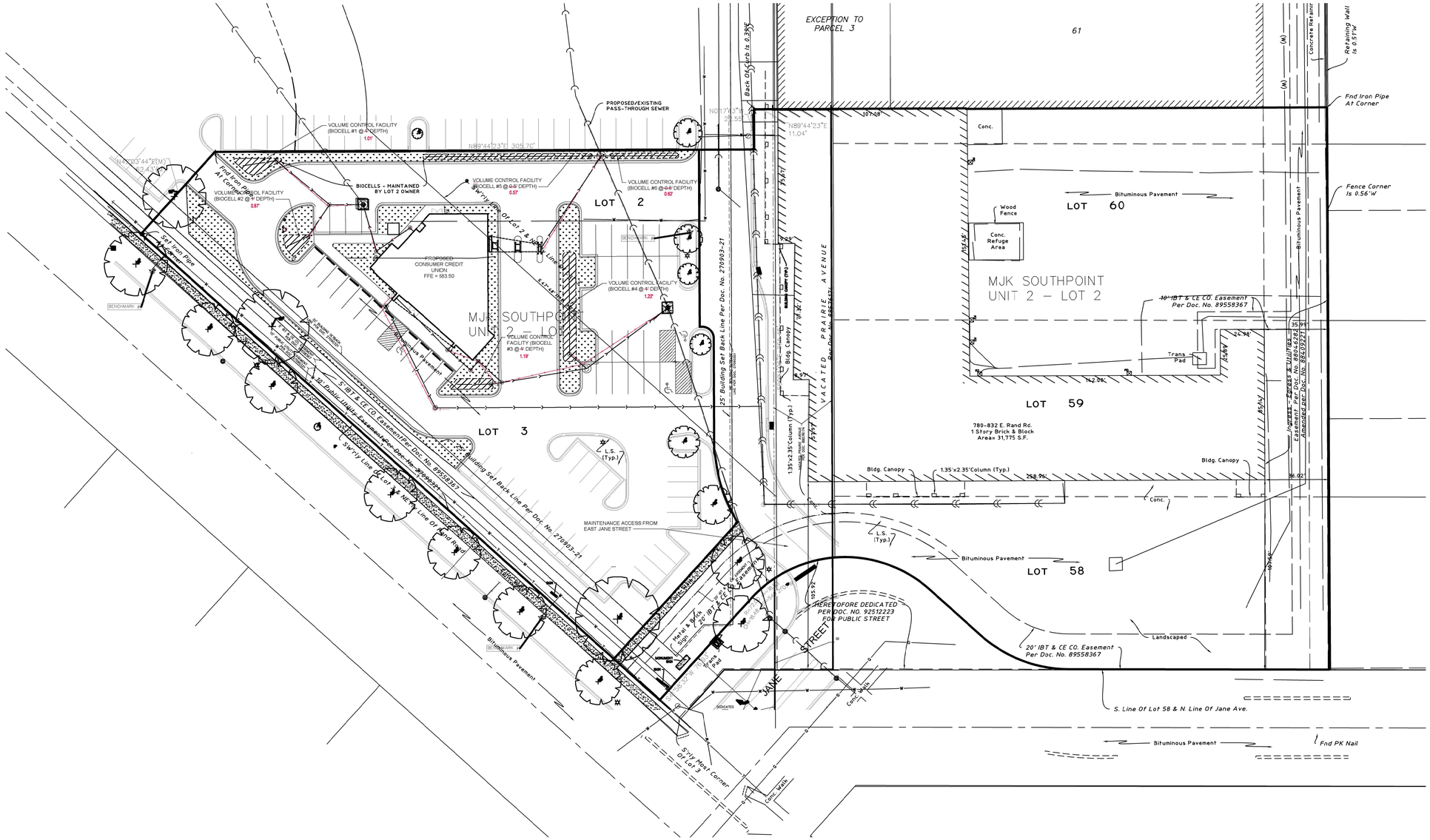
Title:_____

**EXHIBIT A TO FORM OEA ESTOPPEL CERTIFICATE**

**Additional OEA Documents**

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS




N

W E

S

GRAPHIC SCALE

0 30 30 60

( IN FEET )
1 inch = 30 ft.

LEGEND

| | | |
|---|---|---|
| + | FCC | FOUND CROSS-CUT |
| ϟ | 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 U"ILITY & DRAINAGE EASEMENT |
| P.U.E. | | PUBLIC U"ILITY EASEMENT |
| PT | | PO.NT OF TANGENCY |
| RAD | | RADIUS |
| REC./R= | | RECORD DATUM |
| S | | SOUTH |
| U.E. | | UT.LITY EASEMENT |
| W | | WEST |

REVISIONS

| NO. | DATE: | DESCRIPTION: |
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GSG CONSULTANTS, INC.
735 E. REMINGTON RD. SCHAUMBURG, IL 60173
TEL: +1 630.394.2600 | WWW.GSG-CONSULTANTS.COM
ILLINOIS PROFESSIONAL DESIGN FIRM# 184-002852

# UTILITY PLAN

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

PREPARED FOR:

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

Z:\Projects\MJK\Southpoint\Drawings\Preliminary\21.0155 boundary Topo - utility exhibit.dwg, 6/23/2026 4:34:50 PM, JohnCagney, Architecture DSheet

PLAN
_____
_____
_____

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

COMMISSION

RE: 950 EAST RAND ROAD - CONSUMERS CREDIT UNION - PC #26-007
PRELIMINARY/FINAL PLAT OF SUBDIVISION, 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 22nd day of July, 2026 at the hour of 7:30 p.m.

MEMBERS PRESENT:

JAY CHERWIN, Chairperson
BRUCE GREEN
TERRY ENNES
JOHN SIGALOS
SUSAN DAWSON
MICHAEL PETERMANN
JOE LORENZINI

ALSO PRESENT:

RACHEL HITZEMANN, Planner II
MICHAEL LYSICATOS, Community Development Assistant Director

(Gavel banged.)

CHAIRPERSON CHERWIN: All right, we'll call the meeting to order here at 7:30. If we could stand and have the Pledge of Allegiance, please?

(Pledge of Allegiance recited.)

CHAIRPERSON CHERWIN: All right, can we do roll call, please?

MS. HITZEMANN: Yes.

Commissioner Dawson.

COMMISSIONER DAWSON: Here.

MS. HITZEMANN: Commissioner Drost.

(No response.)

MS. HITZEMANN: Commissioner Ennes.

COMMISSIONER ENNES: Here.

MS. HITZEMANN: Commissioner Green.

COMMISSIONER GREEN: Here.

MS. HITZEMANN: Commissioner Lorenzini.

(No response.)

MS. HITZEMANN: Commissioner Petermann.

(No response.)

MS. HITZEMANN: Commissioner Schurtz.

(No response.)

MS. HITZEMANN: Commissioner Sigalos.

COMMISSIONER SIGALOS: Here.

MS. HITZEMANN: Chairman Cherwin.

CHAIRPERSON CHERWIN: Here.

All right, we've got a quorum so we will move forward. First item on the agenda, No. III. Approval of Minutes from 7/8/26.

COMMISSIONER GREEN: I'll make that motion.

COMMISSIONER ENNES: I'll second it.

CHAIRPERSON CHERWIN: All in favor?

(Chorus of ayes.)

CHAIRPERSON CHERWIN: Any opposed?

(No response.)

CHAIRPERSON CHERWIN: All right, motion passes. Minutes are approved.

Come on, Michael. We'll just make a note for the record that Commissioner Petermann has joined us.

No. IV. Public Hearings, let's see. We've only got one on the agenda, 950 East Rand Road, Consumers Credit Union.

So, on this one, Rachel, have all the notices, public notices been given?

MS. HITZEMANN: They have.

CHAIRPERSON CHERWIN: Okay, so I would ask the presenter for the Petitioner, Consumers Credit, if they want to move forward here to the podium.

Hello, sir, could you state your name and spell it for the record?

MR. SILVERMAN: Richard Silverman, R-i-c-h-a-r-d S-i-l-v-e-r-m-a-n. I'm with MJK Real Estate Holding Company; the owner of the property. Consumers Credit Union is

ground leasing the property from us in this current point in time.

CHAIRPERSON CHERWIN: All right, thank you. Are you going to be managing the presentation for the Petitioner at this point? I mean, Staff will go, but --

MS. HITZEMANN: He can just explain the project.

CHAIRPERSON CHERWIN: Yes, if you just want to give us a narrative.

MR. SILVERMAN: Absolutely.

CHAIRPERSON CHERWIN: What I'm going to ask you to do is just raise your right hand. As we normally do, we just take an oath before the petitioners speak.

(Witness sworn.)

CHAIRPERSON CHERWIN: All right, thank you, Mr. Silverman. There's a Staff report floating around. You were presented with this, and there are certain conditions in the Staff report. My understanding is that the first one the Staff agreed to drop, so there are now only three conditions on there.

Are you generally in agreement with those?

MR. SILVERMAN: Yes.

CHAIRPERSON CHERWIN: All right, excellent. So, why don't you just, whatever presentation or narrative you want to give us, that's fine, and then when you're done we'll move on to the Staff.

MR. SILVERMAN: Absolutely. I'll stay brief because I know Rachel has a thorough presentation. But Richard Silverman with MJK Real Estate, I am one of eight property owners currently at Southpoint Shopping Center. I'm the owner of the Consumers, I own a few parcels that I'll go through quickly, but I own the Consumers Credit Union parcel and the parcel just behind it where True Essence and RE/MAX are operating with some vacancies. I redeveloped the Dogtopia and Golf VX building, and then the Chipotle, Bibibop and AT&T outlots.

The purpose for this is Consumers Credit Union, the building is built. They've been open for a few years at this point. They entered into a 20-year ground lease with me and recently have expressed interest in purchasing the property from us to make a longer-term commitment. They'd like to own the property; it makes sense for us as well to sell it to them. So, we're simply looking to divide the parcels from the Consumers Credit Union outlot and what I call my south shop space, the L-shaped building you see just to the east of it.

CHAIRPERSON CHERWIN: Okay. All right, well, we can switch over to the Staff report. You can take a rest.

Just for the record, I'd like to note Commissioner Lorenzini has joined us as well.

Go ahead, Rachel.

MS. HITZEMANN: All right, thank you.

The subject property is located at 950 East Rand Road and is approximately 1.65 acres. The zoning is B-3 General Service, Wholesale, and Motor Vehicles District, and the Comprehensive Plan lists the site as commercial. The Petitioner, Richard Silverman from MJK Real Estate Holding Company, is requesting a preliminary and final plat of subdivision to create a new lot.

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 which is the Chipotle and the Bibibop, and Ordinance #22-010 which granted the current Consumers Credit Union.

The PUD amendment and the special use approval for Consumers Credit Union, sorry, granted a 3,460 square-foot bank facility including a two-car drive-through with a third pass-through lane. The site includes 62 parking stalls, and 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 use for the property, and here is the aerial. This is the preliminary and final plat. As you will note, the proposed lot is very similar to the current existing lot. However, the lot lines have slightly shifted to exclude the access drive and a portion of the right-of-way along Jane Avenue that is used for landscaping and signage.

Southpoint Shopping Center is governed by an Operation Easement Agreement, or an OEA, that governs most aspects of the center including parking, maintenance, site access, easements, utilities, ownership, signage and construction. The OEA provides a shared parking and access agreement for the entire center, and based on this agreement and the fact that the lot is already developed, the Petitioner has requested a variance from Chapter 29, Section 201(a)(5) of Village Code for an approving opinion of a qualified professional traffic engineer. 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 the traffic study, sorry, was submitted and approved as part of the PUD amendment to construct the bank.

In Staff's original recommendation, there was a condition that the utility plan be updated to reflect all new utilities for Southpoint Shopping Center; however, after discussing with the Petitioner, Staff has removed that condition. The main concern was coming from Engineering and that it was made clear who maintained utilities that crossed the new sites. But the OEA states under Section 2.4 that there is a perpetual easement on each parcel except within the building area for installation, use, operation, maintenance and repair of utilities. This satisfied the Engineering Department's concerns, and so the condition was removed.

Under Section 15.3 of the OEA, the Memorandum of Ownership must be modified after the closing of a sale. MJK Real Estate intends to subdivide the land and then sell the new parcel to Consumers Credit Union. Since the sale cannot occur until after the subdivision is approved and the OEA Memorandum of Ownership cannot be updated until after the sale, Staff recommends a condition that the Memorandum of Ownership be updated within 30 days of the subdivision approval.

Staff recommends approval of the preliminary/final plat and variation to waive the opinion of a traffic engineer subject to the conditions listed on the slide.

CHAIRPERSON CHERWIN: Thank you.

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

COMMISSIONER ENNES: So moved.

COMMISSIONER SIGALOS: I'll second.

CHAIRPERSON CHERWIN: All in favor?

(Chorus of ayes.)

CHAIRPERSON CHERWIN: Any opposed?

(No response.)

CHAIRPERSON CHERWIN: Motion passes.

Thank you, Rachel.

All right, so we will start, first of all, why don't we start with any questions of the Petitioner? We can start, why don't we start with you, Terry? I'm going to switch this up a bit.

Do you have any questions of the Petitioner or Staff?

COMMISSIONER ENNES: I think I would wait for any questions over here from anybody in the audience.

CHAIRPERSON CHERWIN: Okay, John?

COMMISSIONER SIGALOS: I have no questions at this point.

CHAIRPERSON CHERWIN: Sue?

COMMISSIONER DAWSON: No questions.

CHAIRPERSON CHERWIN: Bruce?

COMMISSIONER GREEN: No questions.

CHAIRPERSON CHERWIN: Almost missed you there, Joe, you're behind Bruce.

COMMISSIONER LORENZINI: No questions, thank you.

CHAIRPERSON CHERWIN: Michael?

COMMISSIONER PETERMANN: No questions.

CHAIRPERSON CHERWIN: All right. Okay, well, I would ask, this is going to be, this is a public hearing so I'm going to ask if there's any members of the public here to talk about this particular project, Consumers Credit Union at Southpoint.

Is there anyone in the first row here who'd like to talk about that?

(No response.)

CHAIRPERSON CHERWIN: You're certain of that, all right. All right, well, I don't see anyone else. So, we're going to close the public hearing, that was quick.

Now, maybe your opinion has changed, Terry.

COMMISSIONER ENNES: It has; I do have a question. So, the purpose behind this is that you intend to sell it, but what we are voting on is really just to approve the subdivision of the parcel?

MS. HITZEMANN: Correct.

COMMISSIONER ENNES: This has nothing to do with the sale of the property.

MS. HITZEMANN: Correct.

COMMISSIONER ENNES: Okay.

CHAIRPERSON CHERWIN: I guess to get to the Plat Act and have a saleable lot.

COMMISSIONER ENNES: Yes, right.

CHAIRPERSON CHERWIN: John, anything?

COMMISSIONER SIGALOS: No, I have no questions.

CHAIRPERSON CHERWIN: Sue?

COMMISSIONER DAWSON: No questions.

CHAIRPERSON CHERWIN: Michael?

COMMISSIONER PETERMANN: No questions.

CHAIRPERSON CHERWIN: Joe?

COMMISSIONER LORENZINI: No.

CHAIRPERSON CHERWIN: Bruce?

COMMISSIONER GREEN: No questions.

CHAIRPERSON CHERWIN: Well, I don't have any questions.

So, we've got to do something, guys.

COMMISSIONER DAWSON: We could make a motion.

CHAIRPERSON CHERWIN: We could.
Sue, is that what you want to do?
COMMISSIONER DAWSON: Sure, I'll make a motion.

**A motion to recommend to the Village Board of Trustees approval of Consumers Credit Union Subdivision, PC #26-007, a Preliminary and Final Plat of Subdivision to create a new lot for Consumers Credit Union, with the following variation:**

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

**This recommendation is subject to the following conditions:**

1. **The Memorandum of Ownership is properly modified within 30 days of the sale of the new parcel.**
2. **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.**
3. **The Petitioner shall comply with all federal, state, and Village codes, regulations, and policies.**

CHAIRPERSON CHERWIN: Is there a second?
COMMISSIONER GREEN: I'll second that.
CHAIRPERSON CHERWIN: All right, a motion is on the table.
Can we have a roll call vote, Rachel?
MS. HITZEMANN: Yes.
Commissioner Dawson.
COMMISSIONER DAWSON: Yes.
MS. HITZEMANN: Commissioner Ennes.
COMMISSIONER ENNES: I have a question.
CHAIRPERSON CHERWIN: All right.
COMMISSIONER ENNES: Why was one removed?
MR. SILVERMAN: They just let --
MS. HITZEMANN: So --
CHAIRPERSON CHERWIN: We'll just set aside the motion right now and --
COMMISSIONER DAWSON: Oh, do I need to amend the motion to remove number one?
MS. HITZEMANN: Through the Chair, the motion sheet that was provided to you has already, has it removed. So, the motion sheet is correct, we removed the utility condition from your motion sheet. So, it is correct.
COMMISSIONER ENNES: That was my question. So, that's removed.
CHAIRPERSON CHERWIN: Oh, yes, the green sheet is fine.
COMMISSIONER ENNES: Okay.
CHAIRPERSON CHERWIN: So, we'll unpause this vote and continue.
COMMISSIONER ENNES: Yes.

MS. HITZEMANN: Commissioner Green.
COMMISSIONER GREEN: Yes.
MS. HITZEMANN: Commissioner Lorenzini.
COMMISSIONER LORENZINI: Yes.
MS. HITZEMANN: Commissioner Petermann.
COMMISSIONER PETERMANN: Yes.
MS. HITZEMANN: Commissioner Sigalos.
COMMISSIONER SIGALOS: Yes.
MS. HITZEMANN: Chairman Cherwin.
CHAIRPERSON CHERWIN: Yes.
All right, congratulations, Mr. Silverman. There you go.
MR. SILVERMAN: Thank you, everyone.
CHAIRPERSON CHERWIN: They're not all this easy, but this is a good one. All right.
MR. SILVERMAN: The Plat Act, it got us.
CHAIRPERSON CHERWIN: Yes, plat act always gets you. Trust me, it's a killer. So, Rachel will let you know the next step, so just get in touch. Thanks a lot, have a good evening.
MR. SILVERMAN: Have a nice evening.
(Whereupon, at 7:41 p.m., the public hearing on the above-mentioned petition was adjourned.)

PLAN
_____
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_____

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

COMMISSION

RE: 2027 PLAN COMMISSION BUDGET

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 22nd day of July, 2026 at the hour of 7:41 p.m.

MEMBERS PRESENT:

JAY CHERWIN, Chairperson
BRUCE GREEN
TERRY ENNES
JOHN SIGALOS
SUSAN DAWSON
MICHAEL PETERMANN
JOE LORENZINI

ALSO PRESENT:

RACHEL HITZEMANN, Planner II
MICHAEL LYSICATOS, Community Development Assistant Director

CHAIRPERSON CHERWIN: All right, so let's see. Next item on the agenda, Other Business, 2027 Plan Commission Budget. Oh, that should be controversial.

MS. HITZEMANN: As you'll see in the packet, it's the same as last year. Zero dollars, we're just informing you.

CHAIRPERSON CHERWIN: Well, good thing George Drost is not here to protest.

COMMISSIONER GREEN: Wait a minute.

MS. HITZEMANN: If you have any comments or concerns, just more of a formal this is what the proposed budget is.

CHAIRPERSON CHERWIN: Yes, and of course every year George votes for a raise for us but always fails. So, maybe he's just given up, that's why he's not here.

Any questions on the budget, zero? Any complaints?

(No response)

CHAIRPERSON CHERWIN: All right, thank you. That's the only other business we have. We do have a Public Comment section. So, if there's anything anybody in the public would like to comment on, it's not a dialogue but you can comment, present whatever your comment is on what's going on in the community, if you want to, if there's anybody in the first row, we could start here with the lovely American flag sweater which I like, we can start there.

Anybody going down, would anybody like to speak?

**GENERAL PUBLIC COMMENTARY**

AUDIENCE MEMBER: We do want to speak.

CHAIRPERSON CHERWIN: Oh-oh, bring it. McDonnell is going to speak, all right. All right.

MR. MCDONNELL: I have one.

CHAIRPERSON CHERWIN: Good evening, Mark.

MR. MCDONNELL: Similar, state the name and spell it or is it okay just to --

CHAIRPERSON CHERWIN: Yes, sir, you can go ahead. If you want to give us the location of your residence, you can do that.

MR. MCDONNELL: Mark McDonnell, M-a-r-k M-c-D-o-n-n-e-l-l. Current resident of 625 South Kennicott, so right south of Pioneer Park.

You know, thank you, guys, for all you do here and appreciate all that you guys have done for the community because it's, you know, it's a good reflection of the Village. So, great work.

I am here, as some of our other neighborhood people, just to talk quickly about the expansion that may be going on at Northwest Community Hospital which is just south of our homes, and the inclusion of a potential traffic light that would now be put at the end of our block. So, we just wanted to come here and communicate our concerns with it, asking you to make sure you weigh our concerns as residents against the, you know, net cost compared to the convenience that it might help some of the members and patrons at the hospital.

We're big customers of the hospital, so it's great news that they're trying to make it a world class facility. All that is wonderful, no issues on the expansion. But I think we're just coming here to ask you to do your best to please consider directing as much traffic as possible south of the hospital to Central Road which has got a four-lane road versus the two-lane highway or two-lane Kirchoff where the residential communities surround that.

Other hospitals in the area, you know, there's Lake Forest, Loyola, have two traffic lights, and that's what this hospital has, and to add another one just seems a lot, especially if it's going to pour traffic from a business area into a neighborhood area. I think Arlington Heights, I've been here, a resident for most of my life. I don't really know of an example where the Village has approved a traffic light from a business into any residential community.

So, I think those are just a few of the comments I'd like to make. I'm sure my neighbors would like to add a few more, but thank you very much for your time.

CHAIRPERSON CHERWIN: Thank you, sir.

All right, yes, ma'am.

MS. DEITELHOFF: Hi.

CHAIRPERSON CHERWIN: Hi.

MS. DEITELHOFF: My name is Jennifer Deitelhoff; I better spell that one for you. Okay, you got Jennifer. Deitelhoff, D-e-i-t-e-l-h-o-f-f. I reside at 701 South Kennicott, and I am neighbors with Mark as well.

I have lived in Arlington Heights for 44 years, love the community, and am in total support of the expansion of the hospital. However, I am not in support of a traffic light being installed five houses from where I live. We live on a very active block, a block that you will see seniors, you'll see school age kids out and about all the time. The least bit of increase on Kennicott Avenue would not be appreciated at all. We have kids crossing at the Fairview Kennicott all the time, walking over to Westgate.

So, like Mark, I just ask that when time comes for you to consider the light, to please consider strongly the impact it would have on Kennicott and the neighbors there. I would hope that you would look seriously at Central. Thank you very much.

CHAIRPERSON CHERWIN: Thank you.

MS. JAMESON: Hi. Diane Jameson, I live at 632 South Kennicott Avenue in Arlington Heights.

I've been a resident in Arlington Heights for over 30 years, and we love this community so much because of all the amenities. I sell real estate here. I know very well why people buy into our neighborhoods. It goes without saying that our world class neighborhoods are all ages, and because of the amenities that we offer, it becomes desirable for many.

The NCH Cancer Center would provide amazing services to many in our area, and I'm not opposed to that at all. But the expansion, after I learned today by meeting with Jeremy Hall, the net increase in square footage is very small compared to what they have today. So, the incremental increase in square footage is very small, the actual increase in traffic that they project is very small. So, I don't see how that supports a traffic signal being put up.

So, I oppose the traffic signal. I don't oppose the project, but I do believe they have enough campus to work a route that safely gets their patients onto and off of the campus by using the Central exit rather than Kirchoff that abuts right next to our neighborhood. We love our neighborhood and I don't want to sacrifice our lifestyle for the traffic light and the convenience that it supports for the hospital.

CHAIRPERSON CHERWIN: Thank you.

MS. DEZELLAR: I have another weird name. Hi, I'm Karen DeZellar. That's D-e-Z-e-l-l-a-r.

Diane, Andrea and I have been working with the Trustees since we first found out about the traffic light and ongoing traffic coming in to Kennicott. I work as a

teacher's aide at Our Lady of the Wayside School. I live at 520 South Kennicott which is directly across from Pioneer Park, home of Arlington Travel Baseball, the Cardinals, Cowboy Football, Pioneer Pool, numerous other Arlington Heights activities which we enjoy. Currently, you're only permitted to park on one side of Kennicott because of the number of children who are crossing back and forth, whether it be dropped off to practice, whether it be dropped off to a game.

We've had traffic casualties on Kennicott. I am keenly aware of shift changes at the hospital coinciding with Westgate dismissal, with Wayside dismissal, south activity. I think, in my opinion based off of the meetings we have had with the hospital staff, it's more of a convenience to the hospital rather than a need. I say that because, as Diane had mentioned, Jeremy Hall told us today they haven't had any accidents coming out of their current exit onto Kirchoff.

There's minimal amount of change that warrants having a shift coming into our area. We don't know what's going to happen with the Chicago Bears. If they do, we are all guilty of skirting around to find out if there's a cut-through that's going to get us to our game, our destination faster. These are some of the things that, as a resident, safety, increased traffic, for what? We have Central Road. There's two exits that go out on that side. It's a four-lane with a median as compared to a two-lane with a median.

We are not equipped to handle additional traffic. I don't know if IDOT is going to go forward with this. The other immediate concern that we have is the pedestrian crossing at Sunset Meadows. That is highly utilized by golfers. It's highly utilized by soccer teams. I see a big banner that says this is Home of the Arlington Cowboys. If that goes away, we're back in a situation where we've got kids crossing at a very busy time.

So, these are some of the things that, as a resident, as someone who is advocating for your consideration to not allow this. I know it still is in the planning for Staff. That was part of it, we didn't even know who was who, but we've learned that with meeting with the Trustees. It still is in the Staff section, but we want to keep this forefront in your minds.

There are 73,000 residents in Arlington Heights. I don't know how many the hospital employs, but I think there has to be an equal balance. So, thanks for letting me talk.

CHAIRPERSON CHERWIN: Thank you.

Anyone else?

(No response.)

CHAIRPERSON CHERWIN: All right, sir in the back? Anything?

AUDIENCE MEMBER: No, thank you.

CHAIRPERSON CHERWIN: All right, so at this time, we will close the public comments. Thank you, everybody, for participating.

Did anybody have -- well, I guess one question I'd have, Rachel, is just can you explain, you know, as far as the traffic issue, kind of where things stand? Are there warrants for it? I mean, is that, you know, they're going to need to go through the process to get that, I mean, what's the status of that right now?

MS. HITZEMANN: So, the plans are under review. We're still working through the engineering part of that and the traffic part of that. We have an outside traffic consultant who is reviewing that as well. But there will need to be a warrant study and we're looking at kind of all angles of this to see if it will be required or not, but I don't think we've made that determination at this point.

CHAIRPERSON CHERWIN: And so, if you can explain for kind of the room

here, ultimately, I call that street, is that a county-controlled street or is that Arlington Heights?

MR. LYSICATOS: I don't know the exact jurisdiction.

AUDIENCE MEMBER: IDOT I think.

MS. HITZEMANN: I think it's, yes, I think it's IDOT.

MR. LYSICATOS: I believe it's IDOT.

CHAIRPERSON CHERWIN: It's IDOT on Kirchoff?

AUDIENCE MEMBER: Yes.

MR. LYSICATOS: Yes.

CHAIRPERSON CHERWIN: Interesting.

MR. LYSICATOS: I believe so.

AUDIENCE MEMBER: County for Central.

CHAIRPERSON CHERWIN: All right. So, yes, so ultimately, they're going to, IDOT is going to get involved and they're going to make the call either way. Then how much discretion does the Village have based on what IDOT, if IDOT were to say yes, we think this is warranted here, how much discretion does the Village have in that process?

MS. HITZEMANN: I mean, generally, if IDOT is requesting it, Staff would support IDOT's recommendation. Ultimately, it's the Village Board's decision what they want to do, but Staff's recommendation would likely reflect what IDOT would like to see.

CHAIRPERSON CHERWIN: Okay, so as you're planning that process, yes, I mean, I think we just need to make sure that Staff is communicating the, you know, I don't know if you've had any other written correspondence from anybody in the neighborhood on it as well, but you know, this project is going to come through our Commission. It's going to have a public hearing. There's going to be, I'm sure these aren't the only people that are going to be objecting to it.

So, I think that if you could communicate please to the planning folks at the hospital which I'm sure they've already heard that, you know, they're going to have to really consider alternatives if they want, you know, if they come and present, I think they're going to have to really think about if that doesn't get approved what the alternative might be.

MS. HITZEMANN: And they are. They are looking at kind of all of the different angles. A traffic light is not a guarantee. Like you said, we'll have to see what is warranted, but they are looking at kind of all of the options.

CHAIRPERSON CHERWIN: So, even if it is warranted by IDOT, they might still want to, they should still consider, you know, how that might --

MS. HITZEMANN: Yes, they're looking at all the options and so are we.

CHAIRPERSON CHERWIN: Okay, all right, good. Well, that's all we can discuss today because the matter is not before us. Ask them if we can cut down on the five-hour wait time at the ER as well; that'd be nice.

All right, so Item VII, Update on Previous Plan Commission Cases?

MS. HITZEMANN: Yes. You should have an update before you. Not much has changed from the last meeting. A couple of Village Board dates have been added or amended, but everything else is pretty much the status quo.

CHAIRPERSON CHERWIN: Okay, anybody have any questions on this?

(No response.)

CHAIRPERSON CHERWIN: All right, well, if there is nothing further, is there a motion to adjourn?

COMMISSIONER DAWSON: I'll make the motion to adjourn.

COMMISSIONER GREEN: Second.
CHAIRPERSON CHERWIN: All in favor?
(Chorus of ayes.)
CHAIRPERSON CHERWIN: Any opposed?
(No response.)
CHAIRPERSON CHERWIN: All right, the motion passes.
(Gavel banged.)
CHAIRPERSON CHERWIN: We're adjourned.
(Whereupon, at 7:55 p.m., the public hearing 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


CLOTHES
& SHOES
DROP OFF




DRIVE UP



**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