Meeting of the Village of Buffalo Grove Village Board

Regular Meeting
June 20, 2022 at 7:30 PM

Fifty Raupp Blvd
Buffalo Grove, IL 60089-2100
Phone: 847-459-2500

1. Call to Order

A. Pledge of Allegiance

2. Approval of Minutes

A. Village Board - Regular Meeting - May 16, 2022 7:30 PM

B. Village Board - Committee of the Whole - Jun 6, 2022 7:30 PM

3. Approval of Warrant

A. Approval of Warrant #1342 (Trustee Weidenfeld) (Staff Contact: Chris Black)

4. Village President's Report

A. Proclamation Recognizing OMNI Youth Services Day (Trustee Weidenfeld) (Staff Contact: Evan Michel)

5. Village Manager's Report

A. Introduction of New Deputy Fire Chief (Trustee Pike) (Staff Contact: Mike Baker)

6. Special Business

7. Reports from Trustees

8. Consent Agenda

All items listed on the Consent Agenda, which are available in this room this evening, are considered to be routine by the Village Board and will be enacted by one motion. There will be no separate discussion of these items unless a Board member or citizen so requests, in which event, the item will be removed from the General Order of Business and considered after all other items of business on the Regular Agenda under New Business. (Attached).

A. Rejection of Sidewalk Improvement Bids (Trustee Smith) (Staff Contact: Kyle Johnson)

SUMMARY: Based upon a review of the bids, staff recommends the Village Board reject bids for the 2022 Sidewalk Improvement Project. Project work can be programmed for 2023 with a more favorable bid and construction schedule.

B. O-2022-55 Authorization for a Change Order to the Midwest Power Industry Contract (Trustee Smith) (Staff Contact: Tom Wisniewski)

SUMMARY: Staff recommends that the Village Board authorize the Village Manager to expend an additional $15,000.00 with Midwest Power Industry, Inc for generator repair services for a total amount not to exceed $45,600.00 for fiscal year 2022. Pending final review and approval by the Village Attorney.

C. O-2022-56 Certificate of Initial Acceptance and Approval: 1305 Busch Parkway Development Improvements (Trustee Pike) (Staff Contact: Darren Monico)

SUMMARY: Attached is the Certificate of Initial Acceptance for the 1305 Busch Parkway development improvements located at 1305 Busch Parkway. Staff recommends approval to begin the one year maintenance period on June 20, 2022 pending Village Attorney review.

D. O-2022-57 Approve an Ordinance Amending the Planned Unit of Development to Allow for an Addition to Extend Outside the Rear Boundary of the Building Box at 361 Raymond Rd. (Trustee Johnson) (Staff Contact: Nicole Woods)
SUMMARY: The petitioners are proposing to build an addition that extends outside of the approved building box which requires an amendment to the Fairview Estates PUD.

E. O-2022-58 Approve an Ordinance Granting a Special Use for a Recreational Use/Amusement Use (Virtual Golf) in the B-3 Zoning District at Space 45 in Woodland Commons at 312 Half Day Road. (Trustee Pike) (Staff Contact: Nicole Woods)
SUMMARY: The petitioners are requesting approval of a special use to operate a recreational/amusement facility, Golf Lobby at Space 45 at Woodland Commons at 312 Half Day Rd.

F. O-2022-59 Class a Liquor License Reservation- Golf Lobby at 312 Half Day Road (President Sussman) (Staff Contact: Jessie Brown)
SUMMARY: A Class A liquor license is reserved for Golf Lobby at 312 Half Day Road. This reservation is subject to the applicant completing Village requirements for said license on or before September 18, 2022.

G. O-2022-60 Ordinance Updating Lake County Sanitary Sewer Fees (Trustee Pike) (Staff Contact: Darren Monico)
SUMMARY: Lake County Public Works has increased their sanitary sewer fees as approved by the Lake County Board. Per the current agreement, Lake County Public Works provides sanitary sewer treatment and the Village is required to charge certain pass through fees. The attached ordinance reflects this change.

H. O-2022-61 Acceptance of Property from the Park District (Trustee Smith) (Staff Contact: Kyle Johnson)
SUMMARY: The Park District is transferring ownership of 985 Buffalo Grove Road (wooded pond parcel between 15 Dundee Rd and Cambridge Park) to the Village including a sewer easement along Cambridge Park, subject to Village Attorney review.

9. Ordinances and Resolutions

A. O-2022-62 Ordinance Approving a Redevelopment Agreement with IMKD 5 LLC and BGA Residential LLC for the Redevelopment of the Existing Town Center Located at 100-228 N McHenry Road (Excluding 150 N McHenry), and 270-314 N McHenry Road, Buffalo Grove, IL to be Known as the Clove (Trustee Johnson) (Staff Contact: Chris Stilling)

B. O-2022-63 Ordinance Approving an Amendment to Planned Development Ordinance 86-61, as Amended, for Approval of a Special Use for a Mixed Use Planned Development, Approval of a Final Plat of Subdivision and Approval of a Final Development Plan with Special Uses, Variations and Amendments for the Property Located at 100-228 N McHenry Road (Excluding 150 N McHenry), and 270-314 N McHenry Road, Buffalo Grove, IL to be Known as the Clove (Trustee Johnson) (Staff Contact: Chris Stilling)

C. O-2022-64 An Ordinance Providing for the Issuance of Tax Increment Financing Revenue Notes (Buffalo Grove Lake Cook Road Project), of the Village of Buffalo Grove, Lake and Cook Counties, Illinois, and Providing for the Execution of a Depository Agreement and Note Orders in Connection Therewith (Trustee Johnson) (Staff Contact: Chris Stilling)

D. O-2022-65 Ordinance Authorizing Sidewalk Inspection and Repair Services (Trustee Pike) (Staff Contact: Darren Monico)

E. O-2022-66 Ordinance Approving a Letter of Agreement Between the Village of Buffalo Grove and the Buffalo Grove Professional Firefighter/Paramedic Association (Trustee Pike) (Staff Contact: Arthur Malinowski)

F. O-2022-67 Ordinance Authorizing a Contract for Phase I Design Engineering Services with Civiltech Engineering, Inc. for the Lake Cook Road West Project (Trustee Pike) (Staff Contact: Darren Monico)

10. Unfinished Business

11. New Business

A. Authorization for the Village Manager to Enter into an Agreement with GovHr USA for Recruitment Services. (Trustee Pike) (Staff Contact: Arthur Malinowski)

12. Questions From the Audience

Questions from the audience are limited to items that are not on the regular agenda. In accordance with Section 2.02.070 of the Municipal Code, discussion on questions from the audience will be limited to 5 minutes and should be limited to concerns or comments regarding issues that are relevant to Village business. All members of the public addressing the Village Board shall maintain proper decorum and refrain from making disrespectful remarks or comments relating to individuals. Speakers shall use every attempt to not be repetitive of points that have been made by others. The Village Board may refer any matter of public comment to the Village Manager, Village staff or an appropriate agency for review.

13. Adjournment

The Village Board will make every effort to accommodate all items on the agenda by 10:30 p.m. The Board, does, however, reserve the right to defer consideration of matters to another meeting should the discussion run past 10:30 p.m.

The Village of Buffalo Grove, in compliance with the Americans with Disabilities Act, requests that persons with disabilities, who require certain accommodations to allow them to observe and/or participate in this meeting or have questions about the accessibility of the meeting or facilities, contact the ADA Coordinator at 459-2525 to allow the Village to make reasonable accommodations for those persons.

MINUTES OF THE REGULAR MEETING OF THE VILLAGE PRESIDENT & BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE HELD IN THE JEFFREY S. BRAIMAN COUNCIL CHAMBERS, 50 RAUPP BOULEVARD, BUFFALO GROVE, ILLINOIS, MONDAY, MAY 16, 2022

CALL TO ORDER

President Sussman called the meeting to order at 7:30 P.M. Scout members presented the Colors as those present stood and pledged allegiance to the Flag.

ROLL CALL

Roll call indicated the following present: Trustees Stein, Ottenheimer, Weidenfeld, Johnson, Smith, and Pike. President Sussman was present via audio/video conferencing.

Also present were: Dane Bragg, Village Manager; Patrick Brankin, Village Attorney; Chris Stilling, Deputy Village Manager; Mike Skibbe, Deputy Village Manager/Director of Public Works; Art Malinowski, Director of Human Resources; Chris Black, Director of Finance; Evan Michel, Management Analyst; Nicole Woods, Director of Community Development; Darren Monico, Village Engineer; Brett Robinson, Administrative Services Director; Tom Wisniewski, Buyer; Geoff Tollefson, Director of Golf Operations; Fire Chief Baker; and Deputy Police Chief Eisenmenger.

Moved by Stein, seconded by Weidenfeld, to allow President Sussman to attend this meeting remotely. Upon roll call, Trustees voted as follows:

AYES: 6 – Stein, Ottenheimer, Weidenfeld, Johnson, Smith, Pike
NAYS: 0 – None
Motion declared carried.

APPROVAL OF MINUTES

Moved by Weidenfeld, seconded by Johnson, to approve the minutes of the April 18, 2022, Regular Meeting. Upon roll call, Trustees voted as follows:

AYES: 5 – Stein, Ottenheimer, Weidenfeld, Johnson, Pike
NAYS: 0 – None
ABSTAIN: 1 – Smith
Motion declared carried.

Moved by Johnson, seconded by Weidenfeld, to approve the minutes of the May 2, 2022, Committee of the Whole Meeting. Upon roll call, Trustees voted as follows:

AYES: 6 – Stein, Ottenheimer, Weidenfeld, Johnson, Smith, Pike
NAYS: 0 – None
Motion declared carried.

Moved by Stein, seconded by Smith, to approve the minutes of the May 10, 2022, Special Meeting. Upon roll call, Trustees voted as follows:

AYES: 5 – Stein, Ottenheimer, Weidenfeld, Smith, Pike
NAYS: 0 – None
ABSTAIN: 1 – Johnson
Motion declared carried.

WARRANT #1341

Minutes Acceptance: Minutes of May 16, 2022 7:30 PM (Approval of Minutes)

Mr. Black read Warrant #1341. Moved by Weidenfeld, seconded by Smith, to approve Warrant #1341 in the amount of $5,099,554.36 authorizing payment of bills listed. Upon roll call, Trustees voted as follows:

AYES: 6 – Stein, Ottenheimer, Weidenfeld, Johnson, Smith, Pike
NAYS: 0 – None
Motion declared carried.

VILLAGE PRESIDENT'S REPORT

Moved by Ottenheimer, seconded by Weidenfed, to approve the appointment of **Board, Commission and Committee Members** as presented. Upon roll call, Trustees voted as follows:

AYES: 6 – Stein, Ottenheimer, Weidenfeld, Johnson, Smith, Pike
NAYS: 0 – None
Motion declared carried.

Buffalo Grove Boy and Girl Scouts were recognized for the achievement of their **Eagle Scout and Gold Awards**. Each of the Scouts present introduced themselves and reviewed the project they had completed to achieve the award. All the Scouts were congratulated by the audience and the Board.

VILLAGE MANAGER'S REPORT

Ms. Woods introduced Buffalo Grove's new **Deputy Director of Community Development**, Kelly Purvis, and new **Associate Planner**, Andrew Binder. Ms. Purvis and Mr. Binder thanked the Village for this opportunity as they were then welcomed by the audience and the Board.

Chief Baker briefly reviewed the **Firefighter of the Year Award**, after which he turned to Mr. Robinson to present the award.

Mr. Robinson, President of the Buffalo Grove Rotary Club, reviewed the Rotary Club involvement with the Firefighter of the Year Award. Mr. Robinson then highlighted the career and accomplishments of this year's recipient, **FF/PM Patrick Dinsmore**, details of which may be found in Chief Baker's memo to Mr. Bragg of April 26, 2022. FF/PM Dinsmore thanked the Department and the Board for this honor and noted how fortunate he has been to work with the members of the Buffalo Grove Fire Department.

REPORTS FROM TRUSTEES

Trustee Stein reported that the **Buffalo Grove Farmer's Market** will be back beginning June 12, 2022 and urged all residents to come out and take advantage of the offerings at the Market.

The Village Clerk announced that there will be a **Memorial Day Ceremony** on Monday, May 30, 2022, at 11:00 AM at the Knopf Cemetery on Arlington Heights Road, and urged all residents to take an hour out of their weekend to honor those who have given the ultimate sacrifice for our freedom.

CONSENT AGENDA

President Sussman explained the Consent Agenda, stating that any member of the audience or the Board could request that an item be removed for full discussion; there were no such requests. The Village Clerk read a brief synopsis of each of the items on the Consent Agenda.

Proclamation - National Safe Boating Week

Motion to approve a Proclamation recognizing the week of May 21-27, 2022, as National Safe Boating Week.

Proclamation - National Public Works Week

Motion to approve a Proclamation recognizing May 15- 21, 2022 as National Public Works Week.

Minutes Acceptance: Minutes of May 16, 2022 7:30 PM (Approval of Minutes)

Proclamation - National Police Week 2022

Motion to approve a Proclamation recognizing May 15-21, 2022, as National Police Week in the Village of Buffalo Grove.

Proclamation - National Emergency Medical Services Week

Motion to approve a Proclamation recognizing May 15-21, 2022, as National Emergency Medical Services Week.

Construction Manager at Risk Services RFQ

Motion to authorize staff to Request Qualifications for Construction Manager at Risk Services for facility improvements and renovations to 1650 Leider Lane.

Spoerlein Commons Dunkin/Baskin Robbins Development Improvements

Motion to approve the Certificate of Initial Acceptance for the Spoerlein Commons Dunkin Donuts/Baskin Robbins development improvements located at 1165 McHenry Road.

Ordinance No. 2022-51 - Niki's Gyros at 1038 Weiland Road

Motion to pass Ordinance No. 2022-51, approving a Class E liquor license for Niki's Gyros, Inc. at 1038 Weiland Road. This reservation is subject to the applicant completing Village requirements for said license on or before August 15, 2022.

Ordinance No. 2022-52 - IRS Project Administration & Design Services

Motion to pass Ordinance No. 2022-52, authorizing the Village Manager to enter into agreements with Industrial Roofing Services Inc. for project administration and design services at a price not to exceed $27,800.00 pending review and approval by Village Attorney.

Resolution No. 2022-4 - Professional Service Agreement with SB Friedman

Motion to pass Resolution No. 2022-4, authorizing the Village Manager to execute an amendment to the existing Professional Services Agreement with SB Friedman for economic development planning, proforma development, and TIF consulting for the Lake Cook Road TIF District. These expenses are eligible to be reimbursed through TIF funds.

Resolution No. 2022-5 - Calendar Year 2022 Village-Wide Street Maintenance

Motion to pass Resolution No. 2022-5, which meets the requirements of the Illinois Department of Transportation for the use of Motor Fuel Tax funds for FY 2022 for the Village-wide street maintenance program.

Resolution No. 2022-6 - Thompson & Brandywyn Contract 3

Motion to pass Resolution No. 2022-6, executing the Illinois Department of Transportation IDOT) Motor Fuel Tax (MFT) requirement to allocate MFT funds to pay the Village's portion of construction for Thompson Boulevard and Brandywyn Lane Roadway Improvement Project - Contract 3.

Resolution No. 2022-7 - CERT Equipment Grant Agreement

Motion to pass Resolution No. 2022-7, approval to enter into an Equipment Use Agreement administered by the Cook County Department of Emergency Management and Regional Security (EMRS) for CERT.

Moved by Smith, seconded by Weidenfeld, to approve the Consent Agenda as presented. Upon roll call, Trustees voted as follows on the Consent Agenda:

Minutes Acceptance: Minutes of May 16, 2022 7:30 PM (Approval of Minutes)

AYES: 6 – Stein, Ottenheimer, Weidenfeld, Johnson, Smith, Pike
NAYS: 0 – None
Motion declared carried.

ORDINANCE NO. 2022-53 – UNDERGROUND STORAGE TANK REMOVAL

Moved by Stein, seconded by Weidenfeld, to pass Ordinance No. 2022-53, award of bid for Public Service Center Underground Storage Tank Removal in accordance with materials contained in Board packets.

Mr. Wisniewski reviewed the proposed ordinance, details of which are contained in his memo to Mr. Bragg of May 12, 2022.

Upon roll call, Trustees voted as follows:

AYES: 6 – Stein, Ottenheimer, Weidenfeld, Johnson, Smith, Pike
NAYS: 0 – None
Motion declared carried.

ORDINANCE NO. 2022-54 – ROAD SALT

Moved by Stein, seconded by Smith, to pass Ordinance No. 2022-54, authorizing the Village Manager to purchase not less than 1,400 tons and not more than 2,100 tons of bulk rock salt from Morton Salt, Inc. at a price not to exceed $165,627.00 in accordance with the Illinois Governmental Joint Purchasing Act, pending review and approval by the Village Attorney and in accordance with materials contained in Board packets.

Mr. Wisniewski reviewed the proposed ordinance.

Upon roll call, Trustees voted as follows:

AYES: 6 – Stein, Ottenheimer, Weidenfeld, Johnson, Smith, Pike
NAYS: 0 – None
Motion declared carried.

RESOLUTION NO. 2022-8 – 2022 PAY RANGES

Moved by Weidenfeld, seconded by Johnson, to pass Resolution No. 2022-8, approving the updated 2022 Pay Ranges for the employees of the Village of Buffalo Grove, in accordance with materials contained in Board packets.

Mr. Malinowski reviewed the proposed ordinance.

Upon roll call, Trustees voted as follows:

AYES: 6 – Stein, Ottenheimer, Weidenfeld, Johnson, Smith, Pike
NAYS: 0 – None
Motion declared carried.

RESOLUTION NO. 2022-9 – REIMBURSEMENT RESOLUTION

Moved by Weidenfeld, seconded by Smith, to pass Resolution No. 2022-9, expressing official intent regarding certain capital expenditures to be reimbursed from proceeds of one or more obligations to be issued by the Village of Buffalo Grove, Lake and Cook Counties, Illinois.

Mr. Black reviewed the proposed resolution, details of which are contained in his memo of May 11, 2022 to Mr. Bragg.

Upon roll call, Trustees voted as follows:

Minutes Acceptance: Minutes of May 16, 2022 7:30 PM (Approval of Minutes)

AYES: 6 – Stein, Ottenheimer, Weidenfeld, Johnson, Smith, Pike
NAYS: 0 – None
Motion declared carried.

301 MILWAUKEE AVENUE

Moved by Johnson, seconded by Weidenfeld, to refer the proposed car wash at 301 Milwaukee Avenue to the Planning & Zoning Commission for review.

Ms. Woods reviewed the proposal, details of which are contained in the memo from Ms. Purvis to Mr. Bragg dated May 16, 2022.

Brian Paul, on behalf of Prestige Midwest Holdings, and Nick Spallone, provided a further overview of their proposal, after which the developer and staff answered questions from the Board.

Upon roll call, Trustees voted as follows:

AYES: 6 – Stein, Ottenheimer, Weidenfeld, Johnson, Smith, Pike
NAYS: 0 – None
Motion declared carried.

QUESTIONS FROM THE AUDIENCE

Temporary Chairman Ottenheimer reviewed the parameters to be followed by speakers and asked if there were any questions from the audience on items not on tonight's agenda; there were none.

EXECUTIVE MEETING

Moved by Weidenfeld, seconded by Stein, to move to Executive Session to discuss: **Section 2(C)(2) of the Illinois Open Meetings Act: Collective Negotiating Matters Between the Public Body and Its Employees or Their Representatives, or Deliberations Concerning Salary Schedules for One or More Classes of Employees**.

Upon roll call, Trustees voted as follows:

AYES: 6 – Stein, Ottenheimer, Weidenfeld, Johnson, Smith, Pike
NAYS: 0 – None
Motion declared carried.

The Board moved to Executive Session from 8:31 P.M. until 9:14 P.M.

ADJOURNMENT

Moved by Weidenfeld, seconded by Ottenheimer, to adjourn the meeting. Upon voice vote, the motion was unanimously declared carried. The Regular Meeting was adjourned at 9:15 P.M.

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Janet M. Sirabian, Village Clerk

APPROVED BY ME THIS 20th DAY OF June 2022

_____
Village President

MINUTES OF THE COMMITTEE OF THE WHOLE MEETING OF THE VILLAGE PRESIDENT & BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE HELD IN THE JEFFREY S. BRAIMAN COUNCIL CHAMBERS AT VILLAGE HALL, 50 RAUPP BOULEVARD, BUFFALO GROVE, ILLINOIS, MONDAY, JUNE 6, 2022

CALL TO ORDER

President Sussman called the meeting to order at 7:30 P.M. Those present stood and pledged allegiance to the Flag.

ROLL CALL

Roll call indicated the following present: Trustees Stein, Ottenheimer, Weidenfeld, Johnson, Smith, and Pike. President Sussman was present via audio/video conferencing.

Also present were: Dane Bragg, Village Manager; Patrick Brankin, Village Attorney; Christ Stilling, Deputy Village Manager; Mike Skibbe, Deputy Village Manager/Director of Public Works; Chris Black, Finance Director; Art Malinowski, Director of Human Resources; Nicole Woods, Director of Community Development; Evan Michel, Management Analyst; Darren Monico, Village Engineer; Brett Robinson, Administrative Services Director; Jessie Brown, Deputy Village Clerk; Geoff Tollefson, Director of Golf Operations; Police Chief Casstevens; Police Sergeant Rodriguez; and Fire Chief Baker.

REMOTE PARTICIPATION

Moved by Weidenfeld, seconded by Stein, to allow President Sussman to participate in the meeting remotely. Upon roll call, Trustees voted as follows:

AYES: 6 – Stein, Ottenheimer, Weidenfeld, Johnson, Smith, Pike
NAYS: 0 – None
Motion declared carried.

The **Committee of the Whole Meeting** consisted of staff reports and Board discussion on the listed topics, with staff answering questions from the Board on each topic.

LINK TOGETHER/STAND STRONG

In the interest of full disclosure, Trustee Stein noted that he has been affiliated with both groups, but that the Village Attorney has verified that he is not statutorily prohibited from being involved in this discussion.

Mr. Bragg introduced the request of the Link Together/Stand Strong coalitions, details of which are contained in his memo to the Board of June 2, 2022.

Hanna Caselton, Kris Zerfass, and Dr. Greg Barker shared a PowerPoint presentation further explaining their mission and their need for funding.

CODE REVIEW TITLE 6

Mr. Robinson provided an overview of the proposed changes to Title 6 of the Buffalo Grove Municipal Code, details of which are contained in the memo from him and Ms. Brown to Mr. Bragg of May 31, 2022.

Resident Denice Bocek offered some comments and concerns about the proposed changes, and Mr. Robinson responded to those concerns.

Mr. Robinson, Ms. Brown, and Ms. Bocek were all thanked for their efforts in working on this project.

Minutes Acceptance: Minutes of Jun 6, 2022 7:30 PM (Approval of Minutes)

2022 5-YEAR GENERAL FUND FORECAST

The 5-year General Fund operating forecast provides a basis for the Village to make informed, operational decisions through strategic forecasting to anticipate future revenues and expenditures. Mr. Black presented the General Fund forecast for the years 2023-2027, details of which are contained in the document that he prepared.

2022 20-YEAR WATER PRO-FORMA

Mr. Black presented the 20-Year Water Rate Pro-Forma which reflects the latest rates and capital expenditures, details of which are contained in his memo to Mr. Bragg of June 2022.

QUESTIONS FROM THE AUDIENCE

President Pro Tem Ottenheimer reviewed the parameters to be followed by speakers and asked if there were any questions from the audience on items not on tonight's agenda; there were no such questions.

EXECUTIVE MEETING

Moved by Stein, seconded by Smith, to move to Executive Session to discuss: **Section 2(C)(1) of the Illinois Open Meetings Act: the Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees of the Public Body or Legal Counsel for the Public Body, Including Hearing Testimony on a Complaint Lodged Against an Employee of the Public Body or Against Legal Counsel for the Public Body to Determine Its Validity**. Upon roll call, Trustees voted as follows:

AYES: 6 – Stein, Ottenheimer, Weidenfeld, Johnson, Smith, Pike
NAYS: 0 – None
Motion declared carried.

The Board moved to Executive Session from 8:54 P.M. to 10:04 P.M.

ADJOURNMENT

Moved by Weidenfeld, seconded by Ottenheimer, to adjourn the meeting. Upon voice vote, the motion was unanimously declared carried. The meeting was adjourned at 10:06 P.M.

_____
Janet M. Sirabian, Village Clerk

APPROVED BY ME THIS 20th DAY OF June 2022

_____
Village President

Action Item : Approval of Warrant #1342

Recommendation of Action

Staff recommends approval.

TOTAL WARRANT #1342 $7,354,015.76

ATTACHMENTS:

- Warrant List 1342 Summary (PDF)

Trustee Liaison
Weidenfeld

Staff Contact
Chris Black, Finance

Monday, June 20, 2022	

VILLAGE OF BUFFALO GROVE WARRANT #1342
20-Jun-22

General Fund:	**1,887,914.04**
Parking Lot Fund:	**181.19**
Motor Fuel Tax Fund:	**0.00**
Debt Service Fund:	**550,390.96**
School & Park Donations:	**3,094.92**
Lake Cook Rd TIF Fund:	**25,537.50**
Capital Projects-Facilities:	**23,518.37**
Capital Projects-Vehicles/Equipment:	**122,921.68**
Capital Projects-Streets:	**117,794.29**
Health Insurance Fund:	**0.00**
Facilities Development Debt Service Fund:	**150,000.00**
Retiree Health Savings (RHS):	**42,887.52**
Water Fund:	**1,683,138.33**
Buffalo Grove Golf Fund:	**43,114.18**
Arboretum Golf Fund:	**364,495.58**
Refuse Service Fund:	**74,927.00**
Information Technology Internal Service Fund:	**251,472.65**
Central Garage Internal Service Fund:	**87,312.81**
Building Maintenance Internal Service Fund:	**77,861.55**
	5,506,562.57
PAYROLL PERIOD ENDING 05/26/2022	**901,837.32**
PAYROLL PERIOD ENDING 06/09/2022	**945,615.87**
	1,847,453.19
TOTAL WARRANT #1342	**7,354,015.76**

APPROVED FOR PAYMENT BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE, ILLINOIS

Village Clerk

Village President

Attachment: Warrant List 1342 Summary (Approval of Warrant #1342)

Information Item : Proclamation Recognizing OMNI Youth Services Day

Recommendation of Action

n/a

SUMMARY: Buffalo Grove proclaims June 29, 2022 OMNI Youth Services Day in honor of the work the organization has done over the last 50 years to ensure the safety and mental health of children and youth in our community and their on-going commitment to continue that work.

ATTACHMENTS:

- OMNI Proc (DOC)

Trustee Liaison
Weidenfeld

Staff Contact
Evan C Michel, Office of the Village Manager

Monday, June 20, 2022	

VILLAGE OF BUFFALO GROVE

Proclamation

Village of Buffalo Grove

Proclamation Recognizing OMNI Youth Services Day

WHEREAS, Buffalo Grove wishes to congratulate OMNI Youth Services on the occasion of its 50th anniversary; and

WHEREAS, OMNI Youth Services was founded 50 years ago on June 29, 1972 by a concerned group of community members determined to provide a 24-hour hotline for Wheeling youth in mental health crisis; and

WHEREAS, OMNI Youth Services mission rapidly expanded to meet the needs of the Wheeling community and surrounding communities, dedicating its mission to providing affordable and accessible mental health services and counseling to children and youth in need in the Northwest Chicago suburbs; and

WHEREAS, OMNI Youth Services established its headquarters in Buffalo Grove in 1989 and has maintained a presence in the Buffalo Grove community since the organization's inception in 1972; and

WHEREAS, Buffalo Grove is OMNI's fifth most-served community and a member of a specialized area in which OMNI provides 24-hour crisis intervention for locked out, runaway, and homeless youth; and

WHEREAS, the dedication of the OMNI Youth Services team and partnerships with individuals, businesses, and community organizations has allowed OMNI Youth Services to continue to grow and serve their communities; and

WHEREAS, OMNI Youth Services has impacted over 750,000 Illinois residents' lives during its 50 years of service and served in over 85 different Illinois communities, working independently and at times in partnership with organizations such as DCFS, local municipalities, police departments, and juvenile justice systems; and

WHEREAS, America is in a youth mental health crisis so extensive and evasive the Surgeon General released an Advisory on the Status of Youth mental Health to help educate and draw attention to the immense need America's youth have for mental health services; and

WHEREAS, Buffalo Grove supports all residents and youth who are in need of mental health services and want them to receive these services in an safe and accessible way whether to treat a mental illness, keep a family intact, or start on the road of substance use recovery; and

WHEREAS, Buffalo Grove identifies that OMNI Youth Services has provided necessary and impactful mental health services for 50 years and continues to do so; and

THEREFORE, Buffalo Grove proclaims June 29, 2022 OMNI Youth Services Day in honor of the work the organization has done over the last 50 years to ensure the safety and mental health of children and youth in our community and their on-going commitment to continue that work.

Passed this 20th day of June, 2022

Beverly Sussman, Village President

Attachment: OMNI Proc (Proclamation Recognizing OMNI Youth Services Day)

Information Item : Introduction of New Deputy Fire Chief

Recommendation of Action

Staff recommends presentation.

Fire Chief Mike Baker will introduce the new Deputy Fire Chief Larry Kane.

Trustee Liaison
Pike

Staff Contact
Mike Baker, Fire

Monday, June 20, 2022	

Action Item : Rejection of Sidewalk Improvement Bids

Recommendation of Action

Staff recommends rejection of bids.

SUMMARY: Based upon a review of the bids, staff recommends the Village Board reject bids for the 2022 Sidewalk Improvement Project. Project work can be programmed for 2023 with a more favorable bid and construction schedule.

ATTACHMENTS:

- 2022 Sidewalk Improvements Memo (DOCX)
- 4798.056 Bid Tabulation - Sidewalk Improvements (PDF)

Trustee Liaison
Smith

Staff Contact
Kyle Johnson, Engineering

Monday, June 20, 2022	

VILLAGE OF
BUFFALO GROVE

MEMORANDUM

DATE: June 15, 2022

TO: Dane Bragg, Village Manager

FROM: Kyle Johnson, Assistant Public Works Director

SUBJECT: 2022 Sidewalk Improvements Rejection of Bids

Staff Recommendation

Based upon a review of the bids, staff recommends the Village Board reject bids for the 2022 Sidewalk Improvement Project. Project work can be programmed for 2023 with a more favorable bid and construction schedule.

Overview

In 2022 the Village's Infrastructure Modernization Program focused resources on two long awaited utility projects. As a result of this focus, and the associated general fund costs to street rehabilitation and stormwater improvements, a sidewalk project was not planned for in 2022. After closing out fiscal year 2021, additional general funds were identified to match this need.

A project was assembled and put out to be in late spring, pushing for a summer construction schedule to avoid school schedules and Buffalo Grove Days. Typical bidders indicated a lack of capacity to pursue the project this year along with a concern over supply chain issues.

2023 has a robust sidewalk improvement project planned, in which adding this work to it will allow for further economies of scale.

Client: Village of Buffalo Grove

Project: 2022 Sidewalk Improvements Project (VoBG-2022-14)

GHA Project No: 4798.056

Item No.	Description	Quantity	Unit	Unit Price
20101200	Tree Root Pruning	40.0	EA	$55
35101400	Aggregate Base Course, Type B	375.0	TN	$30
42300200	Portland Cement Concrete Driveway Pavement, 6 Inch	130.0	SY	$65
42400200	Portland Cement Concrete Sidewalk 5 Inch	9,400.0	SF	$6
44000200	Driveway Pavement Removal	200.0	SY	$5
44000500	Combination Curb and Gutter Removal	100.0	FT	$12
44000600	Sidewalk Removal	10,600.0	SF	$2
67100100	Mobilization	1.0	LS	$7,500
X7010216	Traffic Control and Protection, (Special)	1.0	LS	$5,000
Z0004510	Hot-Mix Asphalt Driveway Pavement, 3"	100.0	SY	$60
-	General Landscape Restoration (Special)	500.0	SY	$6
-	Combination Concrete Curb and Gutter, Type Varies (Abutting Existing Pavement)	100.0	FT	$40
			Total Base Bid:	
20101200	Tree Root Pruning	25.0	EA	$55
35101400	Aggregate Base Course, Type B	140.0	TN	$30
42400200	Portland Cement Concrete Sidewalk 5 Inch	3,500.0	SF	$6
44000200	Driveway Pavement Removal	100.0	SY	$5
44000600	Sidewalk Removal	3,500.0	SF	$2
67100100	Mobilization	1.0	LS	$3,000
X7010216	Traffic Control and Protection, (Special)	1.0	LS	$1,800
Z0004510	Hot-Mix Asphalt Driveway Pavement, 3"	100.0	SY	$60
			Total Alternate 01 Bid:	
20101200	Tree Root Pruning	2.0	EA	$55
35101400	Aggregate Base Course, Type B	55.0	TN	$30
42400200	Portland Cement Concrete Sidewalk 5 Inch	1,300.0	SF	$6
44000600	Sidewalk Removal	1,300.0	SF	$2

Ordinance No. O-2022-55 : Authorization for a Change Order to the Midwest Power Industry Contract

Recommendation of Action

Staff recommends approval.

SUMMARY: Staff recommends that the Village Board authorize the Village Manager to expend an additional $15,000.00 with Midwest Power Industry, Inc for generator repair services for a total amount not to exceed $45,600.00 for fiscal year 2022. Pending final review and approval by the Village Attorney.

ATTACHMENTS:

- Generator Maintenance Memo 2 (DOCX)
- Generator Ordinance 2 (DOCX)

Trustee Liaison	**Staff Contact**
Smith	Tom C. Wisniewski, Village Board

Monday, June 20, 2022	

VILLAGE OF
BUFFALO GROVE

DATE: June 10, 2022

TO: Dane Bragg, Village Manager

FROM: Tom Wisniewski, Buyer

RE: Generator Maintenance

Recommendation

Staff recommends that the Village Board authorize the Village Manager to expend an additional $15,000 with Midwest Power Industry, Inc., for generator repairs for a total amount not to exceed $45,600. Pending final review and approval by the Village Attorney.

Background Information

The Village currently has a contract with Midwest Power Industry, Inc., for the preventative maintenance, and load bank testing of Village owned generators. The Village owns and maintains 23 standby generators, that provide vital backup power to wells, lift stations, emergency services, and Village Hall. To make sure the generators are ready and running optimally when needed, proper preventative maintenance and testing is required. The need for these services, is based on OEM specific recommendations, and best practices.

A bid was awarded to Midwest Power Industries, with a not to exceed amount of $30,600 annually. Due to some unexpected major component failures which were discovered during load bank testing, the Village has incurred significant repair costs. Due to these unforeseen component failures, staff recommends increasing the contract an additional $15,000 to make necessary repairs, with a not to exceed amount of $45,600 for fiscal year 2022.

Attachment: Generator Maintenance Memo 2 (O-2022-55 : Authorization for a Change Order to the Midwest Power Industry Contract)

ORDINANCE 2022-____

AN ORDINANCE AUTHORIZING A CHANGE ORDER TO THE MIDWEST POWER INDUSTRY INC CONTRACT

WHEREAS, the Village of Buffalo Grove is a home rule unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Village sought out companies qualified to provide the requested services and materials; and

WHEREAS, the Village engaged in a procurement process to obtain the best value for money.

NOW THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS, as follows:

SECTION 1. The foregoing recitals are hereby adopted and incorporated and made a part of this Ordinance as if fully set forth herein.

SECTION 2. The Village Manager is authorized to expend an additional $15,000 with Midwest Power Industry Inc., for a total amount not to exceed $45,600.00 for fiscal year 2022. Pending final review and approval by the Village Attorney.

SECTION 3. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

SECTION 4. This Ordinance shall be in full force and effect from and after its passage and approval and not be codified.

AYES: _____
NAYES: _____
ABSENT: _____
PASSED: _____, 2022
APPROVED: _____, 2022

APPROVED:

_____
Beverly Sussman, Village President

ATTEST:

_____
Janet Sirabian, Village Clerk

Attachment: Generator Ordinance 2 (O-2022-55 : Authorization for a Change Order to the Midwest Power Industry Contract)

Ordinance No. O-2022-56 : Certificate of Initial Acceptance and Approval: 1305 Busch Parkway Development Improvements

Recommendation of Action

Staff recommends approval to begin the one year maintenance period for the completed development pending Village Attorney review.

SUMMARY: Attached is the Certificate of Initial Acceptance for the 1305 Busch Parkway development improvements located at 1305 Busch Parkway. Staff recommends approval to begin the one year maintenance period on June 20, 2022 pending Village Attorney review.

ATTACHMENTS:

- CIA Memo_1305 Busch Pkwy_6-20-2022 (DOCX)
- CIA_1305 Busch Pkwy_6-20-2022 (DOCX)
- Ordinance 1305 Busch Pkwy CIA (DOCX)

Trustee Liaison
Pike

Staff Contact
Darren Monico, Public Works

Monday, June 20, 2022	

VILLAGE OF
BUFFALO GROVE

MEMORANDUM

DATE: June 13, 2022

TO: Dane Bragg, Village Manager

FROM: Darren Monico, Village Engineer

SUBJECT: 1305 Busch Parkway Commercial Building Development - Certificate of Initial Acceptance

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Recommendation

Staff recommends approval of the Certificate of Initial Acceptance for the Development.

The Developer of the new commercial building located at 1305 Busch Parkway has completed the required public and private improvements for the development to be considered for Initial Acceptance by the Village Board. This development will be moved to the one-year maintenance period beginning June 20, 2022.

Attachment: CIA Memo_1305 Busch Pkwy_6-20-2022 (O-2022-56 : Initial Acceptance of 1305 Busch Parkway Development Improvements)

VILLAGE OF BUFFALO GROVE
CERTIFICATE OF INITIAL ACCEPTANCE AND APPROVAL

SUBMIT COMPLETED FORM ALONG WITH ONE MYLAR SET OF "AS-BUILT" PLANS. **ALL INFORMATION MUST BE TYPED.**

SUBDIVISION The Corporate Grove DEVELOPER Premier Design Build Group

UNIT NO. _____ LOCATION 1305 Busch Parkway

Dedicated Public Right of Way (if any): _____

Description of Public Improvements: Shared use path, parkway restoration, water main modifications

Description of Private Improvements: New building construction, parking lot & entrance improvements, water/sanitary service connections, and storm sewer system with existing detention basin modifications

One-Year Maintenance Guarantee: Letter of Credit

DESIGN ENGINEER'S CERTIFICATION

To the best of my knowledge and belief, the construction of the improvements described above have been completed in accordance with the approved plans and specifications, and items indicated on the Final Punch List dated _____, which was prepared by the Village of Buffalo Grove.

_____
Engineer's Signature & Seal

Seal

OWNER'S/DEVELOPER'S CERTIFICATION

All improvements have been completed and are hereby presented for initial Acceptance and Conveyance to the Village of Buffalo Grove. I also herewith acknowledge my responsibility to provide a one-year Guarantee to cover workmanship, materials, and maintenance for all improvements referred to herein.

The undersigned Owner does hereby convey and deliver to the Village of Buffalo Grove the foregoing listed public improvements and does hereby covenant that said improvements are free of all encumbrances and does hereby warrant and will defend the same against the claims and demands of all persons.

_____
Owner's Signature

_____
Owner's Name

_____
Company Name

Attachment: CIA_1305 Busch Pkwy_6-20-2022 (O-2022-56 : Initial Acceptance of 1305 Busch Parkway Development Improvements)

MUNICIPAL INSPECTOR'S CERTIFICATION

I/we hereby certify that I/we have regularly inspected the above described unit(s) of the above described Subdivision during the progress of construction and to the best of my/our knowledge; the work has been completed in conformance with the approved plans and specifications.

Municipal Inspector _____ Date _____

VILLAGE ENGINEER'S CERTIFICATION

I hereby certify that the Division of Engineering Services has reviewed the above described unit(s) of the above described Subdivision and find them in conformance with the applicable Village ordinances, codes, and agreements.

Village Engineer _____ Date _____

PUBLIC WORK'S CERTIFICATION

I hereby certify that the Department of Public Works has inspected all public improvements described above and find them in proper condition for acceptance for maintenance by this Department.

Director of Public Works _____ Date _____

VILLAGE MANAGER'S CERTIFICATION

I hereby certify that all applicable Village ordinances, codes, and special agreements have been complied with by the Owner of the above described Subdivision.

Village Manager _____ Date _____

ACCEPTANCE OF PUBLIC IMPROVEMENTS

The Village of Buffalo Grove does hereby approve and accept for ownership the above described public improvements subject to the one-year Guarantee by the Developer covering all materials, workmanship, and maintenance.

Village Board of Trustees Action: _____ Date _____ Page No.

Village President _____ Date _____

Attachment: CIA_1305 Busch Pkwy_6-20-2022 (O-2022-56 : Initial Acceptance of 1305 Busch Parkway Development Improvements)

ORDINANCE 2022-____

AN ORDINANCE AUTHORIZING EXECUTION OF THE CERTIFICATE OF INITIAL ACCEPTANCE FOR THE 1305 BUSCH PARKWAY COMMERCIAL DEVELOPMENT

WHEREAS, the Village of Buffalo Grove is a home rule unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Village seeks to execute a Certificate of Initial Acceptance with the Developer for the completed commercial building development located at 1305 Busch Parkway in the Village of Buffalo Grove,

WHEREAS, upon execution of this ordinance, the Developer will enter the required one-year maintenance guarantee,

NOW THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS, as follows:

SECTION 1. The foregoing recitals are hereby adopted and incorporated and made a part of this Ordinance as if fully set forth herein.

SECTION 2. The Village President is authorized to execute the Certificate of Initial Acceptance with the Developer for the commercial building development located at 1305 Busch Parkway in the Village of Buffalo Grove.

SECTION 3. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

SECTION 4. This Ordinance shall be in full force and effect from and after its passage and approval and shall not be codified.

AYES: _____
NAYES: _____
ABSENT: _____
PASSED: _____, 20____
APPROVED: _____, 20____

APPROVED:

_____
Beverly Sussman, Village President

ATTEST:

_____
Janet Sirabian, Village Clerk

Attachment: Ordinance 1305 Busch Pkwy CIA (O-2022-56 : Initial Acceptance of 1305 Busch Parkway Development Improvements)

Ordinance No. O-2022-57 : Approve an Ordinance Amending the Planned Unit of Development to Allow for an Addition to Extend Outside the Rear Boundary of the Building Box at 361 Raymond Rd.

Recommendation of Action

The Planning & Zoning Commission unanimously recommended approval, subject to the conditions in the attached Ordinance. Staff concurs with this recommendation.

SUMMARY: The petitioners are proposing to build an addition that extends outside of the approved building box which requires an amendment to the Fairview Estates PUD.

ATTACHMENTS:

- BOT Memo (DOCX)
- Ordinance (DOC)
- Exhibit A Plan Set (PDF)
- Exhibit B PZC Minutes (PDF)

Trustee Liaison
Johnson

Staff Contact
Nicole Woods, Community Development

Monday, June 20, 2022	

VILLAGE OF BUFFALO GROVE

MEMORANDUM

DATE: June 20, 2022

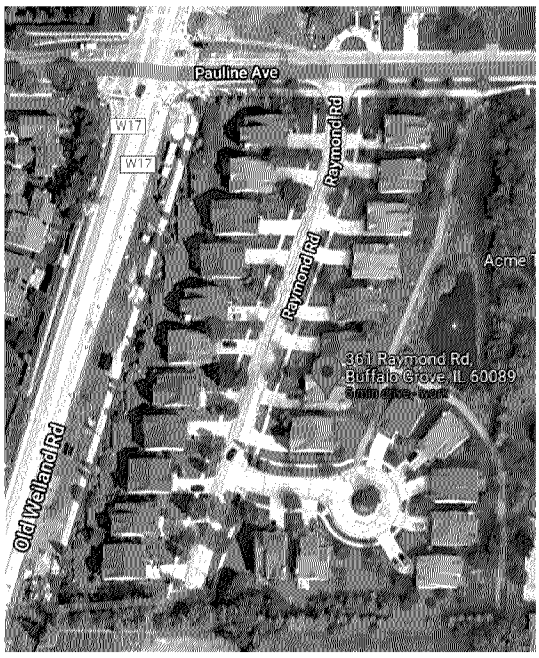
TO: President Beverly Sussman and Trustees

FROM: Nicole Woods, Director of Community Development

SUBJECT: 361 Raymond Rd – an amendment to the Planned Unit of Development Fairview Estates (Ordinance Nos. 2005 – 24, 2005-25, 2005-26) to allow for an addition to extend outside the rear boundary of the building box on Unit 8.

PROJECT BACKGROUND

The petitioners, Il ("Ryan") Youm is the resident of 361 Raymond Road in the Fairview Estates Subdivision. The petitioner would like to build an addition that extends outside of the "building box" of his property, which is Unit 18, which requires an amendment to the PUD.



PLANNING & ZONING COMMISSION (PZC) RECOMMENDATION

The PZC **unanimously recommended approval** of Board for an amendment to the residential Planned Unit of Development (Ordinance Nos. 2005 – 24, 2005-25, 2005-26) to allow for an addition to extend outside the Building Box 18 at 365 Raymond subject to the following conditions:

1. The addition shall be installed in accordance with the documents and plans submitted as part of this petition.

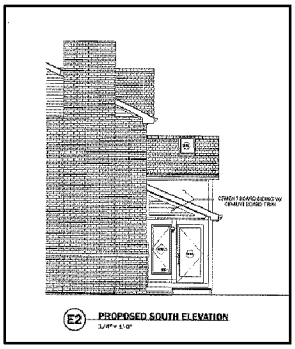
Staff concurs with this recommendation.

PLANNING & ZONING ANALYSIS

In 2005, the Fairview Estates residential development was annexed into the Village and approved for development with the R-5 Residential Zoning District with Residential Planned Unit of Development (PUD). The development was unique in that regulated bulk via various setbacks (perimeter, front yard, corner side yard, rear to side and side to side) as well as proposed building boxes. The building boxes, as defined in the Declarations of Covenants, Conditions, Restrictions and Easements, as "those areas shown on the Plat of Subdivision within which the residential dwelling unit may be constructed." Areas outside the building boxes were considered part of the common area. These Declarations and building boxes were recognized by the Ordinances associated with the development (Ordinance Nos. 2005 – 24, 2005-25, 2005-26).

Attachment: BOT Memo (O-2022-57 : Approve an Ordinance Amending the PUD at 361 Raymond Rd.)

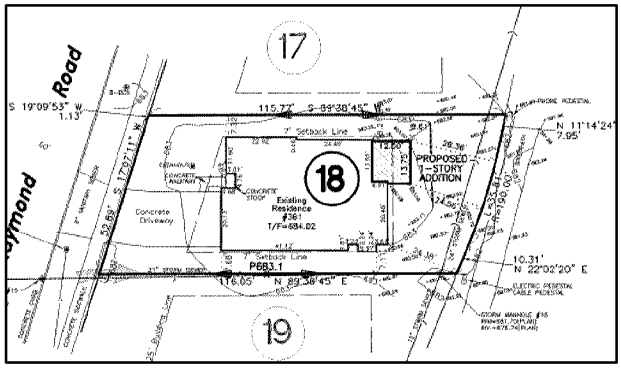
The petitioners are looking to build an addition by approximately 12.5 feet by 13.75 feet, which would replace their current deck. This addition looks to extend approximately 7 feet east of the building box. The addition does not encroach on any of the setbacks as outlined in the PUD.



Per the Declarations, the proposed addition would require approval from Board of Directors of the Association for Fairview Estates. This approval was secured.

The proposed addition does represent a deviation from the original intent and design of the Fairview Estates development.

However, it is understood that changes in lifestyles and preferences may require modifications to developments. This specific request is marginal in scope and limited in impact. The addition itself extends approximately 7 feet outside the building box and is located in the northeast corner of the property, so to maintain the required rear t side yard setback. The closest point from the addition to Unit 22, which is the property behind the Unit 18 is approximately over 40 feet as the crow flies.



It should also be noted that the proposed amendment is limited in scope as it only allows the extension beyond the building box of approximately 7 feet (as proposed in the Plat of Survey) for Unit 18 exclusively. It does not permit any the other units to build outside of their building box.

PUBLIC HEARING COMMENTS

There were no comments or objections as part of the public hearing.

ACTION REQUESTED

Staff recommends that the Village Board approve an Ordinance granting an amendment to the residential Planned Unit of Development (Ordinance Nos. 2005 – 24, 2005-25, 2005-26) to allow for an addition to extend outside the Building Box 18 at 365 Raymond.

Attachment: BOT Memo (O-2022-57 : Approve an Ordinance Amending the PUD at 361 Raymond Rd.)

ORDINANCE NO. 2022 –

AN ORDINANCE APPROVING AN AMENDMENT TO PLANNED UNIT DEVELOPMENT PURSUANT TO ORDINANCEs 2005-24, 2005-25, 2005-26 – FAIRVIEW ESTATES

VILLAGE OF BUFFALO GROVE,
COOK AND LAKE COUNTIES, ILLINOIS

361 Raymond Road
Fairview Estates

WHEREAS, the Village of Buffalo Grove is a Home Rule Unit by virtue of the Illinois Constitution of 1970; and,

WHEREAS, in 2005 the Fairview Estates development was annexed to the Village of Buffalo Grove by Ordinance No. 2005-25, pursuant to a written Annexation Agreement dated May 2, 2005 and approved by the Village by Ordinance No. 2005-24 and was rezoned to R-5 One-Family Dwelling District with a residential Planned Unit Development;

WHEREAS, II ("Ryan") Youm, a resident of Fairview Estates development, (hereinafter referred to as "Petitioner"), is proposing to build an addition that extends outside of the building box of his property (Unit 18), which is at 361 Raymond Rd and,

WHEREAS, the proposed improvements of the Property require amendment of the Planned Unit Development pursuant to Ordinances 2005-24, 2005-25, 2005-26; and, the Petitioner has requested said amendment pursuant to the following exhibits:

EXHIBIT A Plan Set

EXHIBIT B Minutes from the May 18, 2022 Planning & Zoning Commission Meeting

WHEREAS, the Village Planning & Zoning Commission conducted a public hearing on May 18, 2022 concerning an amendment to Planned Unit Development pursuant to Ordinances 2005-24, 2005-25, 2005-26; and the Speedway Development; and,

WHEREAS, the Planning & Zoning Commission voted 6 to 0 to recommend approval of an amendment to the residential Planned Unit Development (Ordinance Nos. 2005 – 24, 2005-25, 2005-26) to allow for an addition to extend outside the Building Box 18, 361 Raymond subject to the addition built in accordance with the submitted documents and plans.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS:

Section 1. This ordinance is made pursuant to and in accordance with the Village's Home Rule powers. The preceding whereas clauses are hereby incorporated herein.

Attachment: Ordinance (O-2022-57 : Approve an Ordinance Amending the PUD at 361 Raymond Rd.)

Section 2. The Corporate Authorities hereby adopt a proper, valid and binding ordinance approving an amendment to the residential Planned Unit of Development (Ordinance Nos. 2005 – 24, 2005-25, 2005-26) to allow for an addition to extend outside the Building Box 18 at 361 Raymond with the following conditions:

1) The proposed addition shall be installed in accordance with the documents and plans attached as part of this petition.

Section 3. This Ordinance shall be in full force and effect. This Ordinance shall not be codified.

AYES: _____
NAYS: _____

ABSENT: _____

PASSED: _____ APPROVED: _____

ATTEST: APPROVED:

_____ _____
Village Clerk Beverly Sussman, Village President

Attachment: Ordinance (O-2022-57 : Approve an Ordinance Amending the PUD at 361 Raymond Rd.)

EXHIBIT A – Plan Set

361 Raymond Road
Fairview Estates

Attachment: Ordinance (O-2022-57 : Approve an Ordinance Amending the PUD at 361 Raymond Rd.)

EXHIBIT B – Minutes from the May 18, 2022 Planning & Zoning Commission Meeting

361 Raymond Road
Fairview Estates

Attachment: Ordinance (O-2022-57 : Approve an Ordinance Amending the PUD at 361 Raymond Rd.)

NARRATIVE SUPPLEMENT TO PETITION FOR CONCEPT AND PRELIMINARY PLAN REVIEW OF IL ("RYAN") YOUM AND YOO JIN CHOI FOR 361 RAYMOND ROAD, BUFFALO GROVE, ILLINOIS

Background

Ryan Youm and Yoo Jin Choi ("Petitioners") reside at 361 Raymond Road, along with their two children, ages 11 and 6. They purchased the house in 2007, and are the original owners. In April 2021, Petitioners submitted a Building Permit Application, in regard to the construction, to the rear portion of their house, of a 1-story framed room addition, of approximate dimensions of 12.5 feet by 13.75 feet, to be located on the space currently occupied by a wooden deck of the same approximate dimensions ("Permit Application") (Photographs of the existing deck are included in Exhibit E, which is attached hereto and by this reference incorporated herein). Upon review by the Village of Buffalo Grove ("Village"), it was noted that the proposed Room Addition would, at its closest point to the rear lot line (the Southeast corner of the Room Addition), encroach into the 35-foot rear yard setback, by a distance of approximately 11 feet. As such, a Permit was not issued.

Property Characteristics

The house is located in the Fairview Estates Subdivision, which is PUD in an R-5 Zoning District. This is a 2-story structure, with a first floor of approximately 1380 square feet. The house is located on a lot of approximately 6,111 square feet. The rear yard setback, for the Subdivision, is required to be a distance of 35 feet. The unusually small lot size, as well as its parallelogram shape (which includes a diagonal rear lot line), creates a situation, which further diminishes the ability to utilize the rear yard.

Surrounding Neighborhood

Fairview Estates is a PUD in an R-5 Zoning District, consisting, it is believed, of twenty-six (26), single family homes. There are two streets; Raymond Road, which is a north-south street serving as the access to Pauline Avenue, and Mary Belle Circle, which is an east-west cul de sac, servicing eight homes in a circular fashion. The Petitioners' home is located in the southern portion of the east side of Raymond Road, one home north of the beginning of the cut de sac. There is one home to the north, fronting on Raymond Road (371), one home to the south, fronting on Raymond Road (351), and one home on the east/southeast of the rear of the Petitioners' home, fronting on Mary Belle Circle (347). Immediately to the rear of 347 Mary Belle Circle, as well as to the east/northeast of the proposed room addition to Petitioners' home, is open space.

Proposed Room Addition Project

Petitioners have resided in their home since the summer of 2007. Although the home consists of two stories, as well as a basement, now, along with their two children, they desire to have more family space on the first floor of their home. The Petitioners' children enjoy planting and one of their wishes is having an "Indoor Plant Room", especially during the winter time. Our area experiences long winters and the Petitioners' family can hardly find outdoor activities. If the Petitioners can, however, construct the proposed "Indoor Plant Room", they believe that being able to engage in planting and gardening will bring therapeutic influence on their children. Petitioners also believe that having the "Indoor Plant Room" will provide them a sense of responsibility to care for nature and encourage care for the environment. The proposed Room Addition will provide this family space.

Attachment: Exhibit A Plan Set (O-2022-57 : Approve an Ordinance Amending the PUD at 361 Raymond Rd.)

The Petitioners and their children have have close relationships with people in the neighborhood. The children love their schools and the friends in those schools. The Petitioners and their children love the location of their home, being close to parks, taking walks and being with their neighbors.

The only alternative method of obtaining the desired main floor family space, would be to sell their home and purchase another home, requiring the Petitioners and their children to move out of the neighborhood. This would, however, cause the Petitioners to also be faced with another significant concern, specifically involving the economics related to such sale and purchase. In light of the current trends in the existing real estate market, there exists a high degree of certainty that the Petitioners will incur a significant monetary loss in the sale of their home. The Petitioners will also then be faced with the prospect of purchasing a home, which would provide them with the additional space desired, possibly at a higher purchase price, in a location outside of their current neighborhood, along with all of the expenses associated with the sale, purchase and relocation. As such, moving is not a viable option for the Petitioners.

Relevant Zoning Ordinances.

1. Section 17.40.020(B). Area, Height, Bulk and Placement Regulations (R-5).
2. Section 17.52.040(A)(1). Authorization Variations-Planning and Zoning Commission.
3. Section 17.52.070. Criteria for Variation.

Criteria for Variation (Buffalo Grove Zoning Ordinance/Section 17.52.070).

A(2). The Plight of the Owner is Due to Unique Circumstances.

1. The size of the Petitioners' lot is approximately 6100 square feet. It is not rectangular, having a straight (90 degree) rear lot line, but has a diagonal rear lot line.
2. Due to the shape and size of the lot, there is no room for expansion of the home, in strict conformance with the restrictions identified in the Zoning Ordinance, in regard to this home.
3. The home was constructed by the developer, and the Petitioners are the first and only owners. The Petitioners have made no alterations to the footprint of the home.

A(3). The Proposed Variation Will Not Alter the Essential Character of the Neighborhood.

1. There is similarity in the lot sizes in this PUD. There is also similarity in the design, location and size of the homes in this PUD. The requested variation, so as to allow the construction of the proposed Room Addition, on an area on and slightly larger than the existing deck, will not in any significant manner, alter the essential character of the neighborhood, as it relates to the Petitioners' home.
2. The proposed Room Addition will be of construction and design similar to that of the neighboring homes.
3. Other than the proposed Room Addition, the home is not being altered.
4. The proposed Room Addition will not cause an obstruction of view, air or light, in regard to any of the immediately adjacent homes.

Documentation in Support of the Petition.

1. Proof of Ownership (See copy of recorded Warranty Deed attached hereto and incorporated herein as Exhibit A).

Attachment: Exhibit A Plan Set (O-2022-57 : Approve an Ordinance Amending the PUD at 361 Raymond Rd.)

2. Legal Description (See Warranty Deed).

3. Project Information (See copy of Building Permit Application attached hereto and incorporated herein as Exhibit B).

4. Plat of Survey/Site Plan (See copy of Plat of Survey/Site Plan attached hereto and incorporated herein as Exhibit C).

5. Elevation Drawings (See copy of Proposed Frame Addition to SFR, containing certain Elevation Drawings, ["Youm-Permit Set (04.06.21).pdf"], attached hereto and incorporated herein as Exhibit D).

6. Conceptual Visual Depiction (See copies of two Visual Depictions of the Proposed Room Addition, ["DRAFT 1.pdf"] [DRAFT 2.pdf], attached hereto and incorporated herein as Exhibit E).

7. Homeowner Association Approval (See copy of Homeowner Association Approval attached hereto and incorporated herein as Exhibit F).

8. Letters of Support From Neighbors (Five Letters) (See copies of Letters of Support From Neighbors attached hereto and incorporated herein as Exhibit G).

9. Real Estate Market Information (See copies of Pages from Redfin website, dated 1/11/22, attached hereto and incorporated herein as Exhibit H).

The Petitioners, Il ("Ryan") Youm and You Jin Choi, respectfully request that their PETITION FOR CONCEPT AND PRELIMINARY PLAN REVIEW, including but not limited to their request for the Variation identified in the Petition, be granted.

Il ("Ryan") Youm Date: 01/27/22

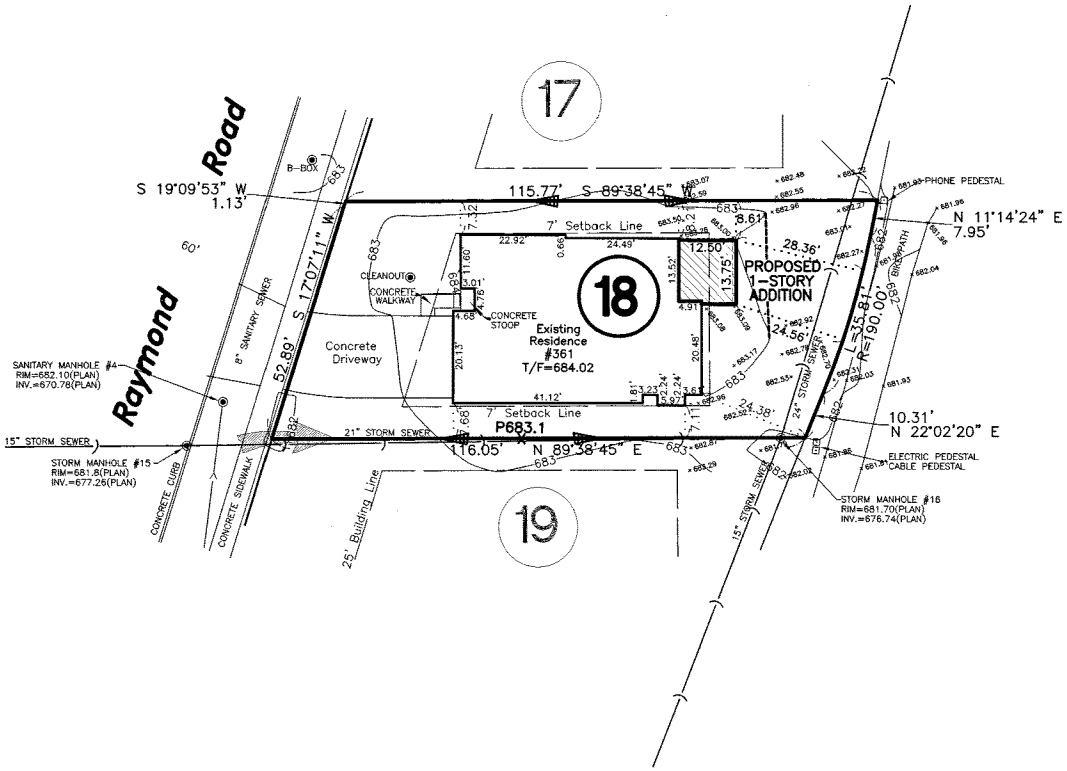
Yoo Jin Choi
Yoo Jin Choi Date: 01/27/22

Attachment: Exhibit A Plan Set (O-2022-57 : Approve an Ordinance Amending the PUD at 361 Raymond Rd.)

PLAT OF SURVEY

OF

THAT PART OF LOT 2 IN FAIRVIEW ESTATES; BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 2005 AS DOCUMENT NUMBER 5821192, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF PAULINE AVENUE WITH THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 33 (AFORESAID LINE ALSO BEING THE EAST LINE OF SAID SUBDIVISION); THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS WEST, ALONG THE SOUTH RIGHT OF WAY LINE OF SAID PAULINE AVENUE, A DISTANCE OF 176.61 FEET TO THE EAST RIGHT OF WAY LINE OF RAYMOND ROAD; THENCE SOUTH 00 DEGREES 21 MINUTES 15 SECONDS EAST, ALONG THE EAST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 15.18 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE SOUTHWESTERLY ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID RAYMOND ROAD, BEING A CURVED LINE CONCAVED NORTHWESTERLY HAVING RADIUS OF 310.00 FEET, AN ARC DISTANCE OF 105.61 FEET (CHORD BEARS SOUTH 09 DEGREES 24 MINUTES 19 SECONDS WEST, A DISTANCE OF 105.10 FEET) TO A POINT OF TANGENCY IN SAID LINE; THENCE SOUTH 19 DEGREES 09 MINUTES 53 SECONDS WEST, ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 221.06 FEET TO THE POINT OF BEGINNING OF THE SITE INTENDED TO BE DESCRIBED; THENCE CONTINUING SOUTH 19 DEGREES 09 MINUTES 53 SECONDS WEST, ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 1.13 FEET; THENCE CONTINUING SOUTH 17 DEGREES 07 MINUTES 11 SECONDS WEST, ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 52.89 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 45 SECONDS EAST, PARALLEL WITH THE SOUTH RIGHT OF WAY LINE OF SAID PAULINE AVENUE, A DISTANCE OF 116.05 FEET; THENCE NORTH 22 DEGREES 02 MINUTES 20 SECONDS EAST, A DISTANCE OF 10.31 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE NORTHEASTERLY ALONG A CURVED LINE CONCAVED NORTHWESTERLY HAVING A RADIUS OF 190.00 FEET, AN ARC DISTANCE OF 35.81 FEET (CHORD BEARS NORTH 16 DEGREES 38 MINUTES 22 SECONDS EAST, A DISTANCE OF 35.76 FEET) TO A POINT OF TANGENCY IN SAID LINE; THENCE NORTH 11 DEGREES 14 MINUTES 24 SECONDS EAST, A DISTANCE OF 7.95 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS WEST, PARALLEL WITH THE SOUTH LINE OF SAID PAULINE AVENUE, A DISTANCE OF 115.77 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.



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

STATE OF ILLINOIS
COUNTY OF LAKE S.S.

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

DATED AT GRAYSLAKE, ILLINOIS THIS 23rd DAY OF November, A.D. 20 05.

ILLINOIS PROFESSIONAL LAND SURVEYOR 35-3616
MY LICENSE EXPIRES 11-30-22
PROFESSIONAL DESIGN FIRM NO. 184-002732

ADD DISTANCE 02-10-2022 B.J.L.
PROPOSED ADDITION 11-29-21 B.J.L.
FINAL SURVEY 08-18-06 B.J.L.
LOCATE FOUNDATION 04-28-06 B.J.L.
REVISED SURVEY 03-17-06 B.J.L.

Scale: 1" = 20'

FILE NO. 154-05
SITE2.dwg

FIELDWORK COMPLETED: 11-22-2021
CLIENT NAME: IL Youm
ADDRESS: 361 Raymond Road
Buffalo Grove, IL 60089

NOTES:
PLAT IS VOID if the Impressed Surveyors Seal does not appear. Only those Building Lines or Easements shown on a Recorded Subdivision Plat or from a Recorded Document are shown hereon; check local ordinances before building.

Compare your description and site markings with this plat AT ONCE report any discrepancies which you may find.

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

Attachment: Exhibit A Plan Set (O-2022-57 : Approve an Ordinance Amending the PUD at 361 Raymond

PROPOSED FRAMED ADDITION TO SFR

Attachment: Exhibit A Plan Set (O-2022-57 : Approve an Ordinance Amending the PUD at 361 Raymond Rd.)

PROPOSED SITE PLAN
1" = 20'
Raymond Road
N 16.05' N 89°38'45" E
118.57'
S 89°38'45" W
118.57'
S 16.05'
Footprint
1,714 SQ.FT.
Proposed
Addition
1,714 SQ.FT.
Existing
Residence
1,714 SQ.FT.
Existing
Garage
484 SQ.FT.
Existing
Shed
120 SQ.FT.
Existing
Deck
Existing
Concrete
Patio
Existing
Concrete
Walk
Existing
Concrete
Walk
Existing
Concrete
Walk

Attachment: Exhibit A Plan Set (O-2022-57 : Approve an Ordinance Amending the PUD at 361 Raymond Rd.)

NUMBER	QTY	LOCATION	MANUFACTURER	SERIES	TYPE	FIRST & SECOND FLOOR WINDOW SCHEDULE WIDTH	HEIGHT	R/O	EGRESS	TEMPERED	LOCATION	JAMB SIZE	CASING SIZE	NOTES
W01	1	NEW SUNROOM	WINDOWS BY UNLIMITED OR EQ	VINYL CASEMENT	SINGLE CASEMENT	21"	63"	21"X63"	YES	YES	3	3/4"X9 3/4"	5/4"X2 1/4"	
W02	1	NEW SUNROOM	WINDOWS BY UNLIMITED OR EQ	VINYL CASEMENT	SINGLE CASEMENT	21"	63"	21"X63"	YES	YES	3	3/4"X9 3/4"	5/4"X2 1/4"	
W03	1	NEW SUNROOM	WINDOWS BY UNLIMITED OR EQ	VINYL CASEMENT	SINGLE CASEMENT	21"	63"	21"X63"	YES	YES	3	3/4"X9 3/4"	5/4"X2 1/4"	
W04	1	NEW SUNROOM	WINDOWS BY UNLIMITED OR EQ	VINYL CASEMENT	SINGLE CASEMENT	21"	63"	21"X63"	YES	YES	3	3/4"X9 3/4"	5/4"X2 1/4"	
W05	1	NEW SUNROOM	WINDOWS BY UNLIMITED OR EQ	VINYL CASEMENT	SINGLE CASEMENT	21"	63"	21"X63"	YES	YES	3	3/4"X9 3/4"	5/4"X2 1/4"	
W06	1	NEW SUNROOM	WINDOWS BY UNLIMITED OR EQ	VINYL CASEMENT	SINGLE CASEMENT	21"	63"	21"X63"	YES	YES	3	3/4"X9 3/4"	5/4"X2 1/4"	
W07	1	NEW SUNROOM	WINDOWS BY UNLIMITED OR EQ	VINYL CASEMENT	SINGLE CASEMENT	21"	63"	21"X63"	YES	YES	3	3/4"X9 3/4"	5/4"X2 1/4"	
W08	1	NEW SUNROOM	WINDOWS BY UNLIMITED OR EQ	VINYL CASEMENT	SINGLE CASEMENT	21"	63"	21"X63"	YES	YES	3	3/4"X9 3/4"	5/4"X2 1/4"	

NUMBER	QTY	MANUFACTURER	MODEL	TYPE	LENGTH	WIDTH	R/O	NOTES
SK01	2	VELUX	FS A06	FIXED	46 1/4"	13 1/4"	14 1/2" X 45 3/4"	FIXED DECK FLASHING KIT

TAG	QTY	LOCATION	MANUFACTURER	TYPE	DOOR STYLE	WIDTH	HEIGHT	R/O	DOOR THICKNESS	HAND/SWING	DOOR FINISH	JAMB SIZE	CASING SIZE	NOTES
D01	1	LIVING/DINING/NEW SUNROOM IN		DOUBLE HINGED	HINGED-GLASS PANEL	84"	84"	86"X87"	1 3/4"	L/R	GLASS STANDARD. COLOR- WHITE	3/4"X9 1/4"	5/4"X6"	
D02	1	NEW SUNROOM/DECK	EX	THERMA-TRU	HINGED	6 PANEL	36"	80"	38"X83"	1 3/4"	R	GLASS STANDARD. COLOR- WHITE COLOR- BEIGE	3/4"X7 1/4"	3/4"X2 1/4"	

TAG	QTY	LOCATION	MANUFACTURER	TYPE	DOOR STYLE	WIDTH	HEIGHT	R/O	DOOR THICKNESS	HAND/SWING	DOOR FINISH	JAMB SIZE	CASING SIZE	NOTES
D01	1	LIVING/DINING/NEW SUNROOM IN		DOUBLE HINGED	HINGED-GLASS PANEL	84"	84"	86"X87"	1 3/4"	L/R	GLASS STANDARD. COLOR- WHITE	3/4"X9 1/4"	5/4"X6"	
D02	1	NEW SUNROOM/DECK	EX	THERMA-TRU	HINGED	6 PANEL	36"	80"	38"X83"	1 3/4"	R	GLASS STANDARD. COLOR- WHITE COLOR- BEIGE	3/4"X7 1/4"	3/4"X2 1/4"	

1 1ST FLOOR DEMO PLAN
1/2" = 1'-0"

2 1ST FLOOR PROPOSED PLAN
1/2" = 1'-0"

3 EAST DEMOLITION ELEVATION
1/4"=1'-0"

PAVLOVCIK ARCHITECTURE
SAMUEL PAVLOVCIK - T. 630.802.0897
PAVLOVCIKARCHITECTURE@GMAIL.COM
769 E. OAKWOOD BLVD. CHICAGO, IL 60653
DESIGN FIRM REGISTRATION # 184.007931

PROJECT DESCRIPTION: REAR SUNROOM ADDITION

PROJECT ADDRESS: RYAN & YOOJIN YOUM
361 RAYMOND RD.
BUFFALO GROVE, IL 60089

1"=10"	3/4"=1'-0"
1/2"=1'-0"	1/4"=1'-0"
1/8"=1'-0"	1"=10'-0"

OWNER/OWNER
RYAN YOUM
361 RAYMOND RD.
BUFFALO GROVE, IL 60089
847.877.7777
RYANYOUM@GMAIL.COM

CONTRACTOR
KEVIN MARTIN
KEVIN@MARTINBUILDERS.COM
(630) 842-0989

DANA RIZZO
DANA@RIZZOSTUDIO.COM
(847) 877-7777

STRUCTURAL ENGINEER
ROD KELLY
ROD@KELLYSTRUCTURAL.COM
(630) 377-0214

PLAN APPROVAL

	DATE
VILLAGE PLANNER	
BUILDING OFFICIAL	
PUBLIC WORKS	
FIRE MARSHALL	

PERMIT SET

DESCRIPTION	DATE
DESIGN SET	09/15/21
PERMIT SUBMITTAL	10/15/21
PERMIT REVISIONS	04/08/21
PERMIT REVISIONS	
PERMIT REVISIONS	
PERMIT REVISIONS	

NOTES

TAG	#	TITLE
GN-1	1	GENERAL NOTES & LEGENDS
AP-1	2	FIRST FLOOR DEMO. & PROP.
AP-2	3	FOUNDATION DEMO. & PROP.
AS-1	4	SECTIONS & DETAILS
AE-1	5	EXTERIOR ELEVATIONS
MP-1	6	FLOOR MEP PLANS

SHEET LEGEND

PROJECT NO.	20-33-01	PRINT DATE	10/15/21
SCALE	1/2"=1'-0"	DRAWN BY	SP

AP-1 2 6

FIRST FLOOR DEMO. & PROP.

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Attachment: Exhibit A Plan Set (O-2022-57 : Approve an Ordinance Amending the PUD at 361 Raymond Rd.)

DESIGN 1st
DESIGN BUILD REMODELING
REMODELING | BUILDING | REALTY
DESIGN 1st Building 1201 Norwood Ave. Itasca, IL 60143
(630) 250-7777 www.design1stbuilding.com

PAVLOVCIK ARCHITECTURE
SAMUEL PAVLOVCIK - T: 630.802.0897
PAVLOVCIKARCHITECTURE@GMAIL.COM
769 E. OAKWOOD BLVD. CHICAGO, IL 60653
DESIGN FIRM REGISTRATION # 184.007931

REAR SUNROOM ADDITION

RYAN & YOOJIN
YOUM
361 RAYMOND RD.
BUFFALO GROVE, IL 60089

1"=1'-0"	
3/4"=1'-0"	
1/2"=1'-0"	
1/4"=1'-0"	
1/8"=1'-0"	
1"=10'-0"	

PLAN APPROVAL

PERMIT SET
DATE: 09/13/21
09/16/21
09/09/21

NOTES

SHEET LEGEND

TAG	#	TITLE
GI-1	1	GENERAL NOTES & LEGENDS
AP-1	2	FOUNDATION DEMO & PROP.
AP-2	3	FOUNDATION DEMO & PROP.
AS-1	4	SECTIONS & DETAILS
AE-1	5	EXTERIOR ELEVATIONS
MP-1	6	FLOOR MEP PLANS

PRINT DATE: 9/13/21
SCALE: 1/2" = 1'-0"
SHEET NO. AP-2
OF 6

FOUNDATION DEMO. & PROP.

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S1 TYPICAL WALL SECTION
1/2" = 1'-0"

S2 TYPICAL WALL SECTION
1/2" = 1'-0"

PAVLOVCIK ARCHITECTURE
SAMUEL PAVLOVCIK - T. 630.880.0897
PAVLOVCIK.ARCHITECTURE@GMAIL.COM
769 E. OAKWOOD BLVD. CHICAGO, IL 60653
DESIGN FIRM REGISTRATION # 184.007931

DESIGN 1st
RENOVATION & REMODELING EXPERTS
BUILDING RELATIONSHIPS
DESIGNING DREAMS 1001 Norwood Ave. Buffalo Grove, IL 60089
(800) 250-7777

PROJECT DESCRIPTION
REAR SUNROOM ADDITION

PROJECT NAME
RYAN & YOOJIN
YOUM

361 RAYMOND RD.
BUFFALO GROVE, IL 60089

SCALE
3"=1'-0"
3/4"=1'-0"
1/2"=1'-0"
1/4"=1'-0"
1/8"=1'-0"
1"=10'-0"

PLAN APPROVAL
HOMEOWNER DATE
HOMEOWNER DATE
DESIGNER DATE

PERMIT SET
DESCRIPTION DATE
PERMIT SET 05/24/24
PERMIT REVISIONS 06/06/24
PERMIT APPROVED
PRODUCTION SET
PRODUCTION REVISIONS

NOTES

SHEET LEGEND

TAG	#	TITLE
G-1	1	GENERAL NOTES & LEGENDS
AP-1	2	FOUNDATION DEMO & PROP.
AP-2	3	FOUNDATION DEMO & PROP.
AS-1	4	SECTIONS & DETAILS
AE-1	5	EXTERIOR ELEVATIONS
MP-1	6	FLOOR MEP PLANS

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PRINT DATE
5/24/24
6/6/24

AS-1 4 6
SECTIONS & DETAILS

Attachment: Exhibit A Plan Set (O-2022-57 : Approve an Ordinance Amending the PUD at 361 Raymond Rd.)

DESIGN 1
REMODELING HOME SOLUTIONS
(630) 350-7777

PAVLOVCIK ARCHITECTURE
SAMUEL PAVLOVCIK- T. 630.880.0895
PAVLOVCIKARCHITECTURE@GMAIL.COM
769 E. OAKWOOD BLVD. CHICAGO, IL 60653
DESIGN FIRM REGISTRATION # 184.007951

REAR SUNROOM ADDITION

RYAN & YOOJIN
YOUM
361 RAYMOND RD.
BUFFALO GROVE, IL 60089

1"=1'-0"	
3/4"=1'-0"	
1/2"=1'-0"	
1/4"=1'-0"	
1/8"=1'-0"	

#	DESCRIPTION	DATE
1	PLAN APPROVAL	04/18/22

PLAN APPROVAL

HOMEOWNER DATE

HOMEOWNER DATE

ARCHITECT
SAMUEL PAVLOVCIK
PAVLOVCIK ARCHITECTURE, P.C.
769 E. OAKWOOD BLVD. CHICAGO, IL 60653
(630) 880-0895 SAMUEL.PAVLOVCIK@GMAIL.COM
LICENSED ARCHITECT

ASHISH HARDIN DATE
(630) 350-7777

DIANA RIZKO DATE
CONTRACTOR (630) 955-0143

REID KELLY DATE
PROPERTY LINE SURVEYOR

PERMIT SET
DESCRIPTION DATE
DESIGN SET 04/18/22
PERMIT SUBMITTAL 04/26/22
PERMIT APPROVED
CONSTRUCTION SET
AS-BUILT DRAWINGS

NOTES

TAG	#	SHEET LEGEND TITLE
G-1	1	GENERAL NOTES & LEGENDS
AP-1	2	FLOOR DEMO & PROP.
AP-2	3	FOUNDATION DEMO & PROP.
AS-1	4	SECTIONS & DETAILS
AE-1	5	EXTERIOR ELEVATIONS
MP-1	6	FLOOR MEP PLANS

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PRINT DATE
4/18/2022
7:57:27 AM

AE-1 5 6
EXTERIOR ELEVATIONS

Attachment: Exhibit A Plan Set (O-2022-57 : Approve an Ordinance Amending the PUD at 361 Raymond Rd.)

Attachment: Exhibit A Plan Set (O-2022-57 : Approve an Ordinance Amending the PUD at 361 Raymond Rd.)

ELECTRICAL NOTES:

FIRST FLOOR ELECTRICAL DEMOLITION SCHEDULE				
NUMBER	QTY	DESCRIPTION	LOCATION	NOTES
01	1	EXISTING 3-WAY SWITCH	LIVING/DINING	
02	1	EXISTING CEILING FAN	LIVING/DINING	
03	5	EXISTING DUPLEX OUTLET	LIVING/DINING	
04	1	EXISTING RECESSED CAN LIGHT	LIVING/DINING	
05	4	EXISTING RECESSED CAN LIGHT	FAMILY	
06	4	EXISTING RECESSED CAN LIGHT	LIVING/DINING	
07	2	EXISTING RECESSED CAN LIGHT	FAMILY	
08	1	EXISTING SINGLE POLE SWITCH	FAMILY	
09	2	EXISTING SINGLE POLE SWITCH	LIVING/DINING	
10	1	EXISTING WALL MOUNTED TV OUTLET	FAMILY	
11	3	EXISTING DUPLEX OUTLET	DECK	
12	3	FULL EXISTING DUPLEX OUTLET	LIVING/DINING	

ADDITIONAL ELECTRICAL NOTES:
AT LEAST 90% OF LAMPS IN PERMANENTLY INSTALLED LIGHT FIXTURES MUST BE HIGH EFFICIENCY BULBS Sec 404.1

ALL NEW RECEPTACLES TO BE TAMPER RESISTANT

ALL 20 AMP RECEPTACLES IN KITCHEN & BATH SHALL BE GROUND FAULT PROTECTED

ALL NEW, MODIFIED OR EXTENDED CIRCUITS SHALL BE ARC-FAULT PROTECTED PER 210.12
-ARC-FAULT CIRCUIT PROTECTION SHALL BE PROVIDED AS REQUIRED AS FOLLOWS:
(A)DWELLING UNITS ALL 120V SINGLE-PHASE 15 AND 20 AMP BRANCH CIRCUITS SUPPLYING OUTLETS OR DEVICES INSTALLED IN KITCHENS, FAMILY ROOMS, DINING ROOMS, LIVING ROOMS, PARLORS, LIBRARIES, DENS, BEDROOMS, SUNROOMS, RECREATION ROOMS, CLOSETS, HALLWAYS, LAUNDRY AREAS OR SIMILAR ROOMS OR AREAS SHALL BE PROTECTED BY A LISTED ARC-FAULT CIRCUIT INSTALLED TO PROVIDE PROTECTION OF THE ENTIRE BRANCH CIRCUIT
A CARBON MONOXIDE DETECTOR SHALL BE INSTALLED WITHIN 15 FEET OF ALL A SMOKE DETECTOR/ALARM MUST BE INSTALLED IN EACH SLEEPING ROOM, IN THE IMMEDIATE VICINITY OF SLEEPING ROOMS AND ON EVERY FLOOR INCLUDING THE

ENTIRE BATH TO BE GROUND-FAULT PROTECTED (LIGHTS, OUTLETS & FANS)

NOTE:
EXISTING ELECTRICAL NOT SHOWN IS ASSUMED TO BE EXISTING TO REMAIN

NEW FIRST FLOOR ELECTRICAL SCHEDULE				
NUMBER	QTY	DESCRIPTION	LOCATION	NOTES
01	1	EXISTING 3-WAY SWITCH	LIVING/DINING	
02	1	EXISTING CEILING FAN	LIVING/DINING	
03	5	EXISTING DUPLEX OUTLET	LIVING/DINING	
04	1	EXISTING RECESSED CAN LIGHT	LIVING/DINING	
05	4	EXISTING RECESSED CAN LIGHT	FAMILY	
06	4	EXISTING RECESSED CAN LIGHT	LIVING/DINING	
07	2	EXISTING RECESSED CAN LIGHT	FAMILY	
08	1	EXISTING SINGLE POLE SWITCH	FAMILY	
09	2	EXISTING SINGLE POLE SWITCH	LIVING/DINING	
10	1	EXISTING WALL MOUNTED TV OUTLET	FAMILY	
11	3	EXISTING DUPLEX OUTLET	DECK	
12	1	NEW 3-WAY SWITCH	LIVING/DINING	
13	1	NEW CEILING FAN	NEW SUNROOM	
14	3	NEW DUPLEX OUTLET	NEW SUNROOM	
15	4	NEW RECESSED CAN LIGHT	NEW SUNROOM	
16	3	NEW DUPLEX OUTLET	NEW SUNROOM	
17	4	NEW RECESSED CAN LIGHT	NEW SUNROOM	
18	1	NEW EXTERIOR WALL MOUNTED LIGHT	NEW SUNROOM	
19	1	NEW WEATHERPROOF DUPLEX	NEW SUNROOM	
20	1	NEW SINGLE POLE SWITCH	NEW SUNROOM	

INSTALL NEW 20-CIRCUIT SUBPANEL TO EXISTING 40 CIRCUIT, 200A PANEL

MECHANICAL NOTES:

ALL LIGHT FIXTURES RECESSED INTO THE BUILDING THERMAL ENVELOPE SHALL BE SEALED WITH GASKET OR CAULK AND BE IC RATED AND LABELED AS HAVING AN AIR LEAKAGE RATE NOT MORE THAN 2.0 CFM.

PLUMBING NOTES:

PROJECT MANAGER TO REVIEW & VERIFY ALL ELECTRICAL OPENINGS WITH HOMEOWNER AT THE SITE

DESIGN 1
REMODELING HOMES & BUILDING WEALTH
2000 N. RACINE AVE. SUITE 1A CHICAGO, IL 60614
(773) 525-7777 FAX (773) 525-7778 WWW.DESIGN1USA.COM

PAVLOVCIK ARCHITECTURE
SAMUEL PAVLOVCIK - T. 630.852.0897
ARCHITECT
709 E. OAKWOOD BLVD. CHICAGO, IL 60653
DESIGN FIRM REGISTRATION # 184.007701

PROJECT DESCRIPTION
REAR SUNROOM ADDITION

RYAN & YOOJIN
YOUM
PROJECT OWNERS
361 RAYMOND RD.
BUFFALO GROVE, IL 60089
PROJECT ADDRESS

1"=1'-0" 3/4"=1'-0" 1/2"=1'-0" 1/4"=1'-0" 1"=10'-0"

PLAN APPROVAL
HOMEOWNER DATE
HOMEOWNER DATE
BUILDING DEPARTMENT DATE

PERMIT SET
PERMIT SUBMITTAL
DESCRIPTION DATE
PERMIT SUBMITTAL 04/06/22
PERMIT APPROVED 04/06/22
PERMIT ISSUED
REVISION SET
FIELD REVISIONS

NOTES

TAG	#	SHEET LEGEND TITLE
G-1	1	GENERAL NOTES & LEGENDS
AP-1	2	FIRST FLOOR DEMO & PROP.
AS-1	4	FOUNDATION DEMO & PROP.
AE-1	5	SECTIONS & ELEVATIONS
MP-1	6	EXTERIOR ELEVATIONS
		FLOOR MEP PLANS

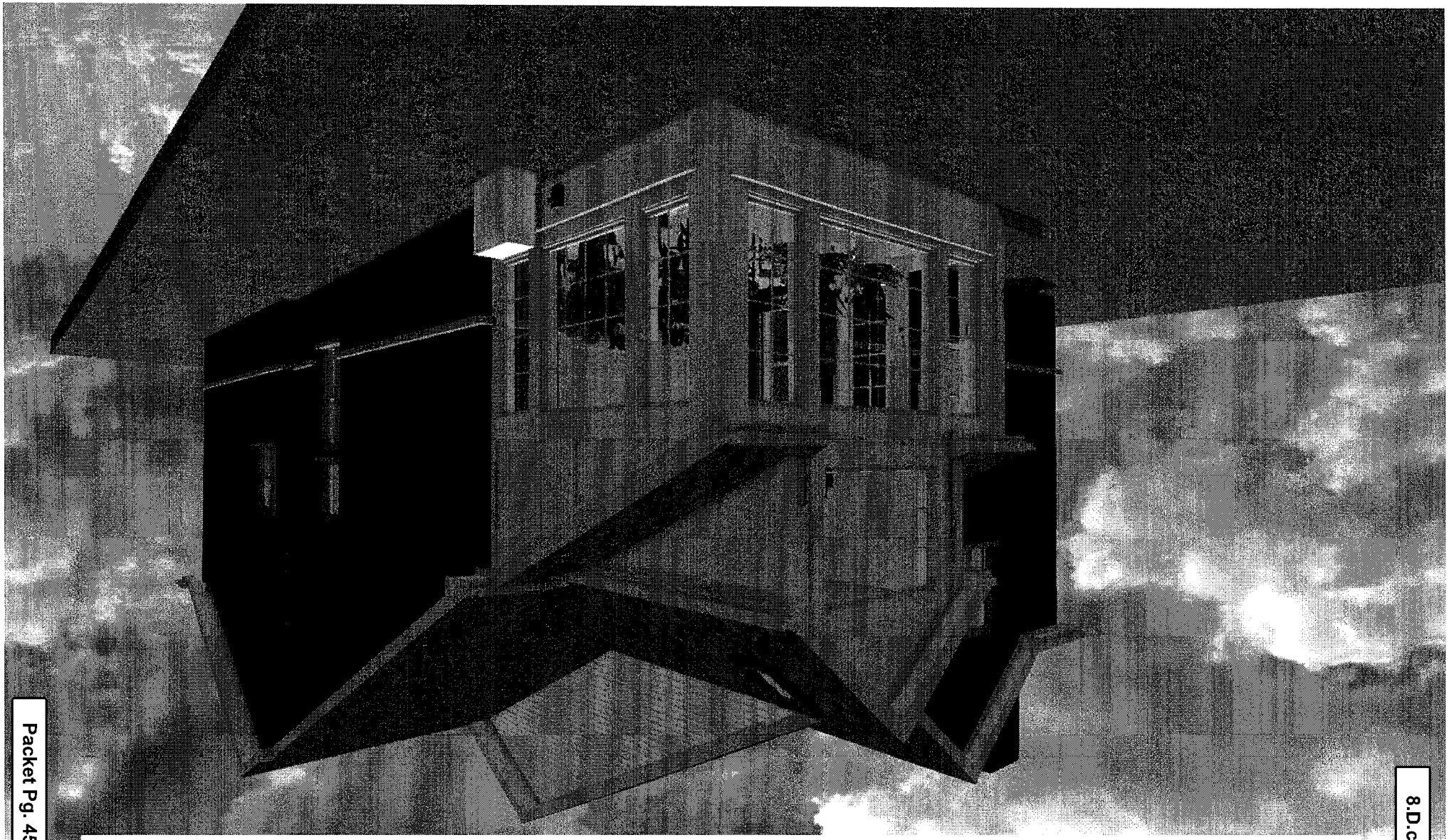
PRINT DATE: 4/6/2022
SCALE: 1/2" = 1'-0"
SHEET NO. MP-1
SHEET 6 OF 6
FLOOR MEP PLANS

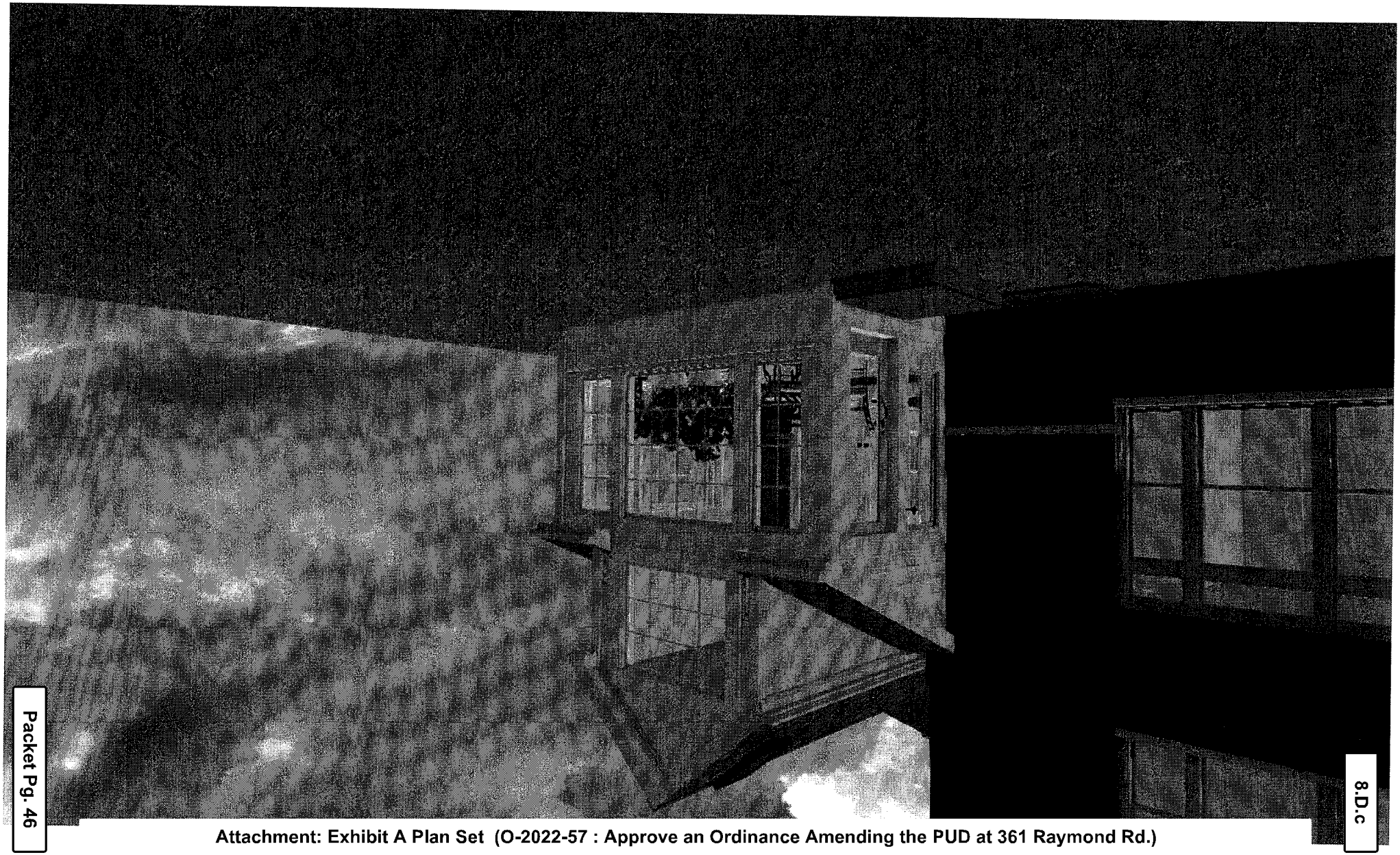
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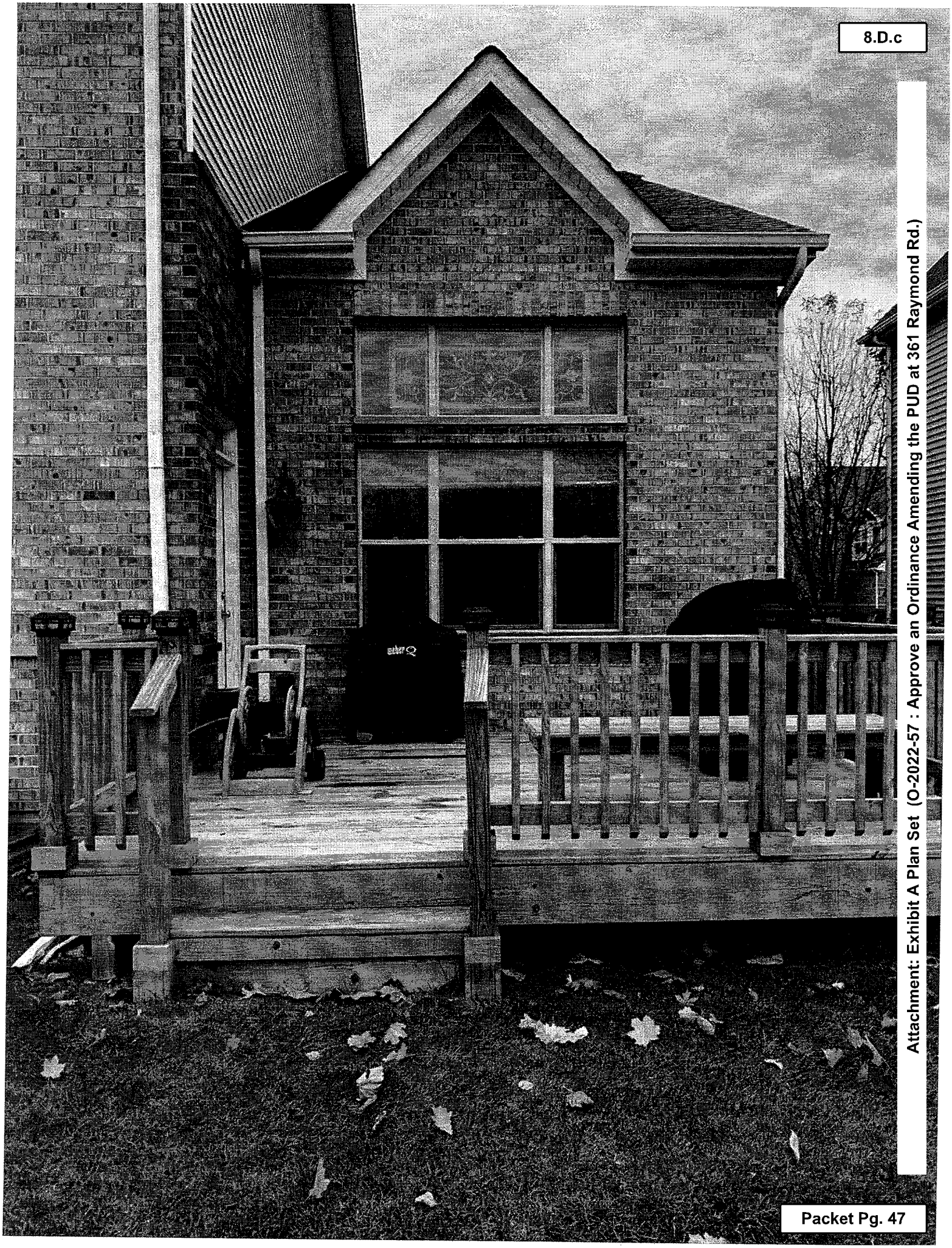
PETITION FOR CONCEPT AND PRELIMINARY PLAN REVIEW OF IL ("RYAN") YOUM
AND YOO JIN CHOI
FOR 361 RAYMOND ROAD, BUFFALO GROVE, ILLINOIS

EXHIBIT E
CONCEPTUAL VISUAL DEPICTION

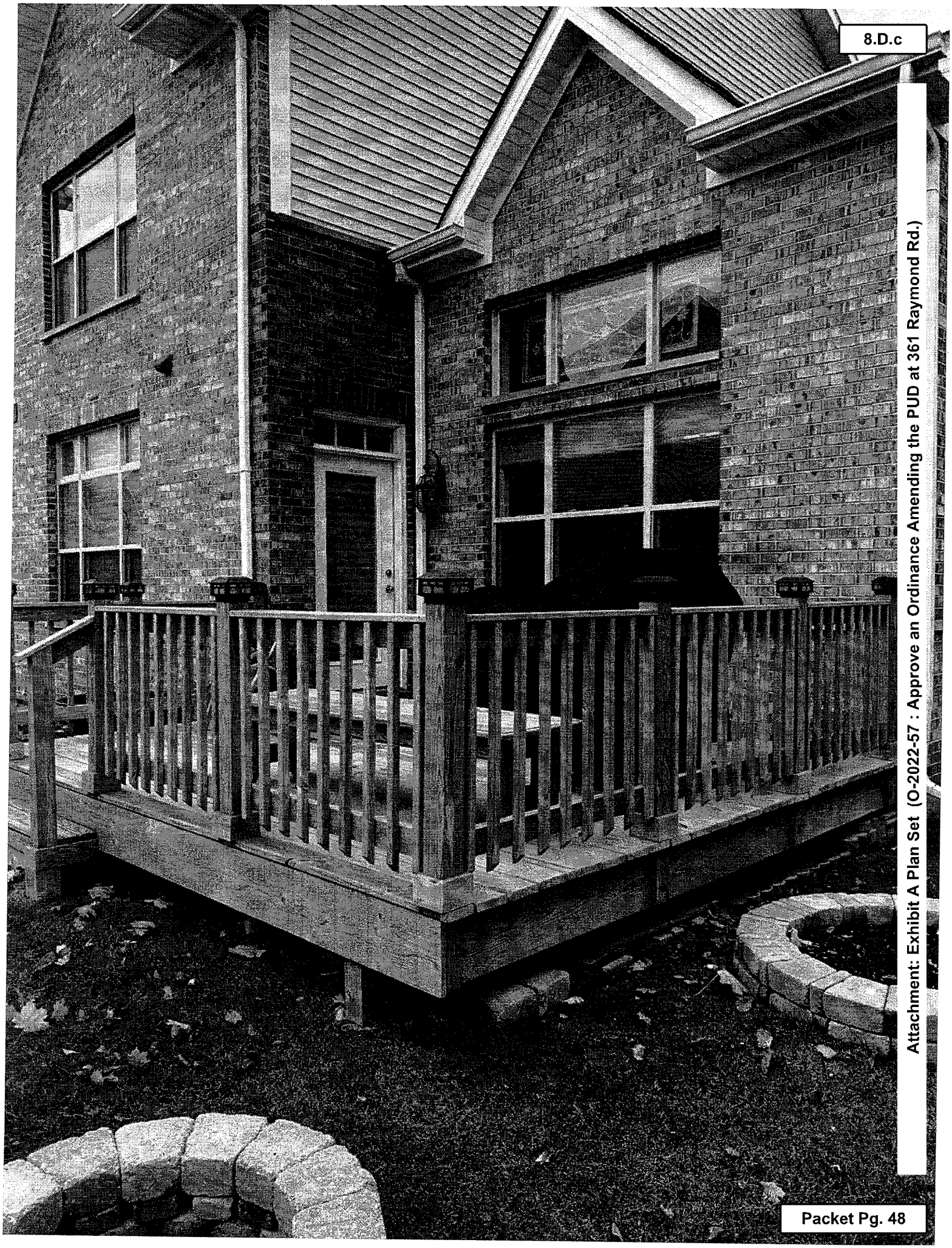
Attachment: Exhibit A Plan Set (O-2022-57 : Approve an Ordinance Amending the PUD at 361 Raymond Rd.)



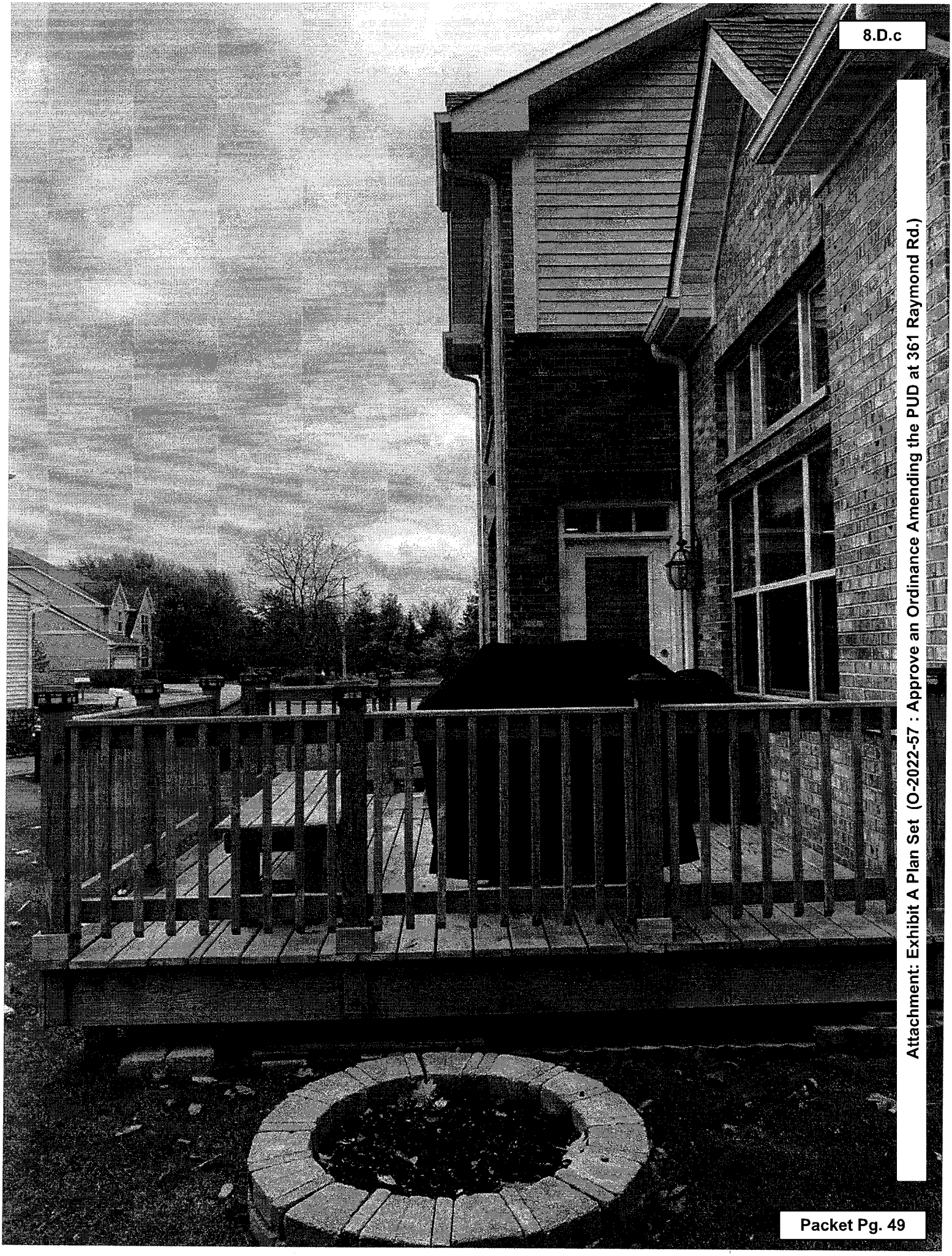




Attachment: Exhibit A Plan Set (O-2022-57 : Approve an Ordinance Amending the PUD at 361 Raymond Rd.)



Attachment: Exhibit A Plan Set (O-2022-57 : Approve an Ordinance Amending the PUD at 361 Raymond Rd.)



PETITION FOR CONCEPT AND PRELIMINARY PLAN REVIEW OF IL ("RYAN") YOUM
AND YOO JIN CHOI
FOR 361 RAYMOND ROAD, BUFFALO GROVE, ILLINOIS

EXHIBIT F
HOMEOWNERS ASSOCIATION APPROVAL

Attachment: Exhibit A Plan Set (O-2022-57 : Approve an Ordinance Amending the PUD at 361 Raymond Rd.)

Best regards

Ryan Youm

--------- 원본 메일 ---------

보낸사람: Fairview Estates <fairviewestatesbg@gmail.com>
받는사람: windychicago <windychicago@hanmail.net>
참조: 361 RAYMOND RD - IL YOUM & CHOI YOO JIN <essiejin17@gmail.com>
날짜: 21.05.28 00:54 GMT +0900
제목: Fwd: Fw: 361 RAYMOND SUNROOM ADDITION PROJECT

Good Morning Ryan Il Youm & Yoo Jin Choi -

All board members had a chance to review the plan for adding a sunroom, which is the size of the current wood patio at 361 Raymond Rd.
Everyone has approved it for submitting to Village Of Buffalo Grove for further due diligence and approval.

Please keep us posted on your progress with final approved plans.

Regards,
Fairview Estates Homeowners Association
Himanshu Patel (391 Raymond)
Alex Shulman (411 Raymond)
Ramu Amanchi (380 Raymond)
Bin Lin (371 Raymond)
Sameer Dalal (350 Raymond)

---------- Forwarded message ---------
From: **Fairview Estates** <fairviewestatesbg@gmail.com>
Date: Wed, May 26, 2021 at 8:14 PM
Subject: Fwd: Fw: 361 RAYMOND SUNROOM ADDITION PROJECT
To: 411 RAYMOND RD - ALEX & YULIYA SHULMAN <aleks.shulman@gmail.com>, 380 RAYMOND RD - RAMU AMANCHI & ARCHANA BINDU <ramanchi@hotmail.com>, 350 RAYMOND RD - SAMER & URVI DALAL <sameerrdalal@gmail.com>, 371 RAYMOND RD - BIN LIN <binlin_km@yahoo.com>

Date: Dec.04.2021

Village of Buffalo Grove
Department of Community Development
50 Raupp Boulevard Buffalo Grove, IL

Re: 361 Raymond Road, Buffalo Grove/Proposed Room Addition

To whom it may concern:
We (or, if only one person, then "I") have had an opportunity to speak with Ryan Youm & Yoo Jin Choi regarding the proposed room addition at his home. We (or, if only one person, then "I") support this room addition.

343 Mary Belle Circle, Buffalo Grove

Name: Alex Kershtein **Sign:**

Attachment: Exhibit A Plan Set (O-2022-57 : Approve an Ordinance Amending the PUD at 361 Raymond Rd.)

Date: Dec.04.2021

Village of Buffalo Grove
Department of Community Development
50 Raupp Boulevard Buffalo Grove, IL

Re: 361 Raymond Road, Buffalo Grove/Proposed Room Addition

To whom it may concern:
We (or, if only one person, then "I") have had an opportunity to speak with Ryan Youm & Yoo Jin Choi regarding the proposed room addition at his home. We (or, if only one person, then "I") support this room addition.

371 Raymond Road, Buffalo Grove

Name: Bin Lin **Sign:** Bin Lin

Attachment: Exhibit A Plan Set (O-2022-57 : Approve an Ordinance Amending the PUD at 361 Raymond Rd.)

Date: Dec.04.2021

Village of Buffalo Grove
Department of Community Development
50 Raupp Boulevard Buffalo Grove, IL

Re: 361 Raymond Road, Buffalo Grove/Proposed Room Addition

To whom it may concern:
We (or, if only one person, then "I") have had an opportunity to speak with Ryan Youm & Yoo Jin Choi regarding the proposed room addition at his home. We (or, if only one person, then "I") support this room addition.

381 Raymond Road, Buffalo Grove

Name: Venu Kakumanu **Sign:**

Attachment: Exhibit A Plan Set (O-2022-57 : Approve an Ordinance Amending the PUD at 361 Raymond Rd.)

Date: Dec.04.2021

Village of Buffalo Grove
Department of Community Development
50 Raupp Boulevard Buffalo Grove, IL

Re: 361 Raymond Road, Buffalo Grove/Proposed Room Addition

To whom it may concern:
We (or, if only one person, then "I") have had an opportunity to speak with Ryan Youm & Yoo Jin Choi regarding the proposed room addition at his home. We (or, if only one person, then "I") support this room addition.

347 Mary Belle Circle, Buffalo Grove

Name: Yan Xuan **Sign:**

Attachment: Exhibit A Plan Set (O-2022-57 : Approve an Ordinance Amending the PUD at 361 Raymond Rd.)

Date: Dec.04.2021

Village of Buffalo Grove
Department of Community Development
50 Raupp Boulevard Buffalo Grove, IL

Re: 361 Raymond Road, Buffalo Grove/Proposed Room Addition

To whom it may concern:
We (or, if only one person, then "I") have had an opportunity to speak with Ryan Youm & Yoo Jin Choi regarding the proposed room addition at his home. We (or, if only one person, then "I") support this room addition.

351 Raymond Road, Buffalo Grove

Name: Prasad Adur

Sign:



Attachment: Exhibit A Plan Set (O-2022-57 : Approve an Ordinance Amending the PUD at 361 Raymond Rd.)

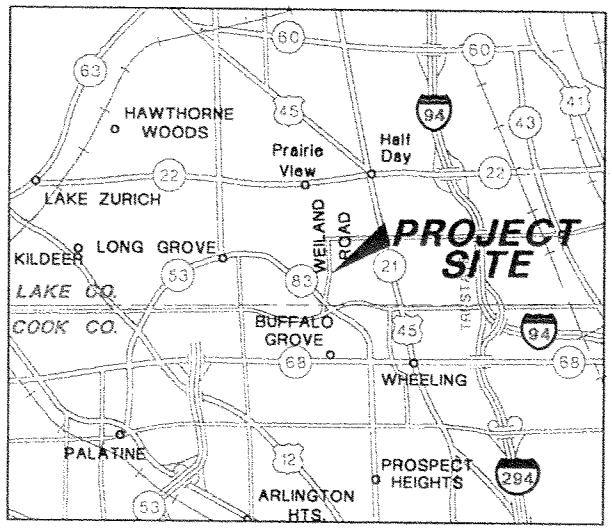
APPROVED BY VILLAGE BOARD
Date: July 18, 2005
Ordinance #
Exhibit:
Other:

N

PRESENTED TO PLAN COMMISSION
Workshop # _____ Public Hearing
Date: June 15, 2005
Action: Recom APPROVAL

40 20 0 40 80

SCALE 1" = 50'



LOCATION MAP

NOT TO SCALE

PART OF AMB
SUBDIVISIO

PART OF LEXINGTON
HILLS SUBDIVISION

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

WE, MACKIE CONSULTANTS, LLC, AN ILLINOIS PRIOFESSIONAL DESIGN FIRM NO. 184-002694, DO HEREBY CERTIFY THAT THE FOLLOWING DESCRIBED PROPERTY WAS SURVEYED AND SUBDIVIDED BY MACKIE CONSULTANTS LLC UNDER THE SUPERVISION OF DALE A. GRAY AN ILLINOIS PROFESSIONAL LAND SURVEYOR AND THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF.

PARCEL 1:
THE NORTH 130.00 FEET OF THE EAST 60 RODS OF THE NORTH 80 RODS OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE CENTERLINE OF THE PUBLIC ROAD, IN LAKE COUNTY, ILLINOIS.

PARCEL 2:
LOTS 1, 2, 3 & 4 IN PRAIRIE VIEW ACRES SUBDIVISION, BEING A SUBDIVISION IN THAT PART OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN LAKE COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 9, 1955 AS DOCUMENT NUMBER 891499.

THIS IS ALSO TO CERTIFY THAT UPON COMPLETION OF CONSTRUCTION, CONCRETE MONUMENTS, AS SHOWN, AND IRON PIPES AT ALL LOT CORNERS AND POINT OF CHANGES IN ALIGNMENT WILL BE SET.

THIS IS ALSO TO CERTIFY THAT THE PROPERTY, AS DESCRIBED ON THE ANNEXED PLAT, LIES WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF BUFFALO GROVE, ILLINOIS, WHICH HAS ADOPTED A COMPREHENSIVE PLAN.

THIS IS ALSO TO CERTIFY THAT ACCORDING TO OUR INTERPRETATION OF THE FLOOD INSURANCE RATE MAPS THAT COVER THE AREA, THE HEREIN DESCRIBED PROPERTY FALLS WITHIN ZONE "X" AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN DETERMINED PER COMMUNITY PANEL NO. 17097 C0262 F WITH AN EFFECTIVE DATE OF SEPTEMBER 3, 1997. (SUBJECT TO MAP

5816773

5/2/2005

FILED FOR RECORD BY:
MARY ELLEN VANDERVENTER
LAKE COUNTY, IL RECORDER
07/14/2005 - 11:34:46 A.M.
RECEIPT #: 233776
DRAWER #: 29

ORDINANCE NO. 2005 - 24

AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT FOR

Glenbrook Properties
Fairview Estates
East side of Weiland Road south of Pauline Avenue

WHEREAS, the Village of Buffalo Grove is a Home Rule Unit by virtue of the Illinois Constitution of 1970; and,

WHEREAS, there has heretofore been submitted to the Corporate Authorities of the Village of Buffalo Grove a petition to annex the property legally described in Exhibit A hereto; and,

WHEREAS, there has been submitted to the Corporate Authorities of the Village of Buffalo Grove an Annexation Agreement; and,

WHEREAS, proper and due notice of the public hearing concerning said Annexation Agreement and zoning have been given and the public hearing was held; and,

WHEREAS, it is determined to be in the best interest of the Village of Buffalo Grove to approve said Annexation Agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS:

Section 1. The Annexation Agreement, a copy of which is attached hereto and made a part hereof as Exhibit A, is approved.

Section 2. The President and Clerk of the Village are hereby authorized to execute said Agreement on behalf of the Village of Buffalo Grove.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval. This Ordinance shall not be codified.

Attachment: Exhibit A Plan Set (O-2022-57 : Approve an Ordinance Amending the PUD at 361 Raymond Rd.)

AYES: 6 – Braiman, Glover, Berman, Kahn, Trilling, Rubin

NAYES: 0 – None

ABSENT: 0 – None

PASSED: May 2, 2005

APPROVED: May 2, 2005

ATTEST:

Janet M. Svabian
Village Clerk

APPROVED:

ELLIOTT HARTSTEIN, Village President

This document was prepared by:

Robert E. Pfeil, Village Planner,
Village of Buffalo Grove
50 Raupp Boulevard
Buffalo Grove, IL 60089

Mail to:

Village Clerk
Village of Buffalo Grove
50 Raupp Boulevard
Buffalo Grove, IL 60089

Attachment: Exhibit A Plan Set (O-2022-57 : Approve an Ordinance Amending the PUD at 361 Raymond Rd.)

After recording mail to:

Village Clerk
Village of Buffalo Grove
50 Raupp Boulevard
Buffalo Grove, IL 60089

5/2/2005

ANNEXATION AGREEMENT

Glenbrook Properties
Fairview Estates
East side of Weiland Road south of Pauline Avenue

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Attachment: Exhibit A Plan Set (O-2022-57 : Approve an Ordinance Amending the PUD at 361 Raymond Rd.)

5/2/2005

ANNEXATION AGREEMENT

Fairview Estates/Glenbrook Properties
East side of Weiland Road south of Pauline Avenue

This agreement (hereinafter referred to as the "Agreement") made and entered into this 2nd day of May, 2005, by and between the VILLAGE OF BUFFALO GROVE (hereinafter referred to as "Village") by and through the President and Board of Trustees of the Village (hereinafter collectively referred to as the "Corporate Authorities") and Glenbrook Properties, LLC (hereinafter referred to as "Owner") and Glenbrook Properties, LLC (hereinafter referred to as "Developer").

WITNESSETH:

WHEREAS, the Village of Buffalo Grove is a Home Rule Unit by virtue of the provisions of the Constitution of the State of Illinois of 1970; and,

WHEREAS, Owner is the owner of a certain tract of property (hereinafter referred to as the "Property") comprising 7.07 acres legally described and identified in the Legal Description, attached hereto as EXHIBIT A and made a part hereof, and which real estate is contiguous to the corporate limits of the Village; and,

WHEREAS, a Plat of Annexation, including certain street right-of-way adjacent to the Property, is attached hereto as Exhibit B, which depicts a total area of 7.845 acres to be annexed; and,

WHEREAS, Developer desires and proposes pursuant to the provisions and regulations applicable to the R-5 District with a Residential Planned Unit Development of the Village Zoning Ordinance to develop the Property in accordance with and pursuant to a certain Preliminary Plan

Attachment: Exhibit A Plan Set (O-2022-57 : Approve an Ordinance Amending the PUD at 361 Raymond Rd.)

prepared by Groundwork, Ltd. and dated as last revised January 24, 2005, and also a certain Preliminary Engineering Plan prepared by Groundwork, Ltd. and dated as last revised January 24, 2005, (hereinafter jointly referred to as "Preliminary Plan") a copy of which Preliminary Plan is attached hereto as Exhibits D, E and E-1 and incorporated herein, and subject to all other exhibits attached hereto or incorporated by reference herein. Said development of the Property shall consist of 26 single-family detached dwelling units.

WHEREAS, pursuant to the provisions of Section 5/11-15.1-1 *et seq.*, of the Illinois Municipal Code (65 ILCS 5/11-15.1-1 *et seq.*) and as the same may have been modified by the Village's Home Rule powers, a proposed Annexation Agreement was submitted to the Corporate Authorities and a public hearing was held thereon pursuant to notice as provided by Statute; and,

WHEREAS, pursuant to due notice and advertisement, the Plan Commission of the Village has held a public hearing and made its recommendations with respect to the requested zoning classification in the R-5 District with a Residential Planned Unit Development and variations of the Village Development Ordinance and Zoning Ordinance; and,

WHEREAS, the President and Board of Trustees after due and careful consideration have concluded that the annexation of the Property to the Village and its zoning and development on the terms and conditions herein set forth would further enable the Village to control the development of the area and would serve the best interests of the Village.

NOW, THEREFORE, in consideration of the premises, mutual covenants and agreements herein set forth, the parties hereto agree as follows:

Attachment: Exhibit A Plan Set (O-2022-57 : Approve an Ordinance Amending the PUD at 361 Raymond Rd.)

1. Applicable Law. This Agreement is made pursuant to and in accordance with the provisions of Section 5/11-15.1-1 *et seq.*, of the Illinois Municipal Code (65 ILCS 5/11-15.1-1 *et seq.*) and as the same may have been modified by the Village's Home Rule powers. The preceding whereas clauses are hereby made a part of this Agreement.

2. Agreement: Compliance and Validity. The Owner has filed with the Village Clerk of the Village a proper petition pursuant to and in accordance with the provisions of Section 5/7-1-8 of the Illinois Municipal Code (65 ILCS 5/7-1-8) and as the same may have been modified by the Village's Home Rule powers, conditioned on the execution of this Agreement and the compliance with the terms and provisions contained herein, to annex the Property to the Village. It is understood and agreed that this Agreement in its entirety, together with the aforesaid petition for annexation, shall be null, void and of no force and effect unless the Property is validly annexed to the Village and is validly zoned and classified in the R-5 District with a Residential Planned Unit Development, all as contemplated in this Agreement.

Except as set forth in Paragraph 28.a) hereof, no portion of the premises shall be disconnected from the Village without the prior written consent of its Corporate Authorities.

3. Enactment of Annexation Ordinance. The Corporate Authorities, within twenty-one (21) days of the execution of this Agreement by the Village, will enact an ordinance (hereinafter referred to as the "Annexation Ordinance") annexing the Property to the Village. Said Annexation Ordinance shall be recorded at the Lake County Recorder's Office along with the Plat of Annexation (attached hereto as Exhibit B).

4. Enactment of Zoning Ordinance. Within twenty-one (21) days after the passage of the Annexation Ordinance, the Corporate Authorities shall enact an ordinance zoning the Property in

Attachment: Exhibit A Plan Set (O-2022-57 : Approve an Ordinance Amending the PUD at 361 Raymond Rd.)

the R-5 District with a Residential Planned Unit Development subject to the restrictions further contained herein and all applicable ordinances of the Village of Buffalo Grove as amended from time to time. Said zoning shall be further conditioned on the development of the Property in accordance with the Preliminary Plan (Exhibits D, E and E-1) and other exhibits attached hereto or incorporated by reference herein.

5. Approval of Plans. The Corporate Authorities hereby approve the Preliminary Plan (Exhibits D, E and E-1) pursuant to the provisions of the Development Ordinance. The Corporate Authorities agree to approve a Development Plan (including a plat of subdivision) based on final versions of the plans and drawings of the development of the Property as submitted by the Owner or Developer provided that the Development Plan shall:

a) conform to the approved Preliminary Plan, and

b) conform to the terms of this Agreement and all applicable Village Ordinances as amended from time to time; and

c) conform to the approved Development Improvement Agreement as amended from time to time.

6. Compliance with Applicable Ordinances. The Owner and Developer agree to comply with all ordinances of the Village of Buffalo Grove as amended from time to time in the development of the Property, provided that all new ordinances, amendments, rules and regulations relating to zoning, building and subdivision of land adopted after the date of this Agreement shall not be arbitrarily or discriminatorily applied to the Property but shall be equally applicable to all property similarly zoned and situated to the extent possible. Developer, in the development of the Property, shall comply with the standards set forth in the Village of Buffalo Grove Development Ordinance as amended from time to time. Notwithstanding the foregoing, the Village shall not apply new

Attachment: Exhibit A Plan Set (O-2022-57 : Approve an Ordinance Amending the PUD at 361 Raymond Rd.)

ordinances or regulations to the Property to the extent that the ordinances or regulations would prevent development of the Preliminary Plan approved herein.

7. Amendment of Plan. If the Developer desires to make changes to to the Preliminary Plan, as herein approved, the parties agree that such changes to the Preliminary Plan will require, if the Village so determines, the submission of amended plats or plans, together with proper supporting documentation, to the Plan Commission and/or the Corporate Authorities to consider such changes to the Preliminary Plan. The Corporate Authorities may, in their sole discretion, require additional public hearings and may review the commitments of record contained in this Agreement, including, but not limited to fees, prior to final consideration of any change to the Preliminary Plan. The Village Manager is hereby authorized to approve such minor changes as he deems appropriate, provided that no such changes:

a) involves a reduction of the area set aside for common open space

b) increases by more than two percent (2%) the total ground area covered by buildings

8. Building Permit Fees. The building permit fees may be increased from time to time so long as said permit fees are applied consistently to all other developments in the Village to the extent possible. In the event a conflict arises between the Owner or Developer and the Village on any engineering and technical matters subject to this Agreement, the Village reserves the right to pass along any and all additional expenses incurred by the use of consultants in the review and inspection of the development from time to time. Owner or Developer shall pay any non-discriminatory new or additional fees hereinafter charged by the Village to owners and developers of

Attachment: Exhibit A Plan Set (O-2022-57 : Approve an Ordinance Amending the PUD at 361 Raymond Rd.)

properties within the Village.

9. Water Provision. The Developer shall be permitted and agrees to tap on to the Village water system at points recommended by the Village Engineer which points to the extent shown on Exhibit E-1 are hereby approved by the Village. It is understood, however, that changes to the Preliminary Engineering Plan may be required at the time of Final Engineering. The Developer further agrees to pay to the Village such fees in accordance with the applicable Village Ordinances at the time of the issuance of the water and sewer permits. The Developer agrees to accept any increase in water rates and tap on fees provided such rates and fees apply consistently to all other similar users in the Village to the extent possible. Following such tap on, the Village agrees to provide to the best of its ability and in a non-discriminatory manner water service to all users on the Property in accordance with the Preliminary Plan. Watermains serving the Property and those approved as part of the development shall be installed by the Developer and, except for service connections to the buildings shall, upon installation and acceptance by the Village through formal acceptance action by the Corporate Authorities, be dedicated to the Village and become a part of the Village water system maintained by the Village.

10. Storm and Sanitary Sewer Provisions.

a) The Corporate Authorities agree to cooperate with the Developer and to use their best efforts to aid Developer in obtaining such permits from governmental agencies having jurisdiction as may be necessary to authorize connection from the proposed development to the Lake County Department of Public Works for the collection of sewage and to the Lake County Division of Transportation as may be appropriate. The Developer shall construct on-site and off-site sanitary

Attachment: Exhibit A Plan Set (O-2022-57 : Approve an Ordinance Amending the PUD at 361 Raymond Rd.)

sewers as may be necessary to service the Property, in accordance with Exhibit E-1. It is understood, however, that changes to the Preliminary Engineering Plan may be required at the time of Final Engineering. Upon installation and acceptance by the Village through formal acceptance action by the Corporate Authorities, the Corporate Authorities agree to operate and maintain such systems, except for sanitary sewer service connections. The Developer agrees to accept any increase in sewer rates and tap on fees, provided that such fees and rates are applied consistently to all similar users in the Village to the extent possible.

b) The Developer shall also construct any storm sewers which may be necessary to service the Property, in accordance with Exhibit E-1. It is understood, however, that changes to the Preliminary Engineering Plan may be required at the time of Final Engineering. Upon installation and acceptance by the Village through formal acceptance action by the Corporate Authorities, the Corporate Authorities agree to operate and maintain that portion of the storm sewer system which serves multiple properties. The Developer agrees to operate and maintain that portion of the storm sewer system located on the subject Property and not dedicated.

11. Drainage Provisions. The Developer shall fully comply with any request of the Village Engineer related to the placement of buildings on lots, to preserve drainage standards. The Developer shall install any storm sewers and/or inlets which are required to eliminate standing water or conditions of excess sogginess which may, in the opinion of the Village Engineer, be detrimental to the growth and maintenance of lawn grasses.

12. Security for Public and Private Site Improvements. Security for public and private site improvements shall be provided in accordance with the Development Ordinance, and the

Attachment: Exhibit A Plan Set (O-2022-57 : Approve an Ordinance Amending the PUD at 361 Raymond Rd.)

Development Improvement Agreement (Exhibit C) as amended from time to time. The letter of credit issued for such improvements shall be drawn on a financial institution of net worth reasonably satisfactory to the Village Attorney. The issuer may have an equitable or lending interest in the Property provided that the letter of credit, either by its own terms or by separate written assurances of the issuer, shall be honored irrespective of that interest. The Village shall have the right to draw up to the full amount of the letter of credit in order to complete, and have formal acceptance of, all improvements secured by the letter of credit.

13. Right of Way Dedication. The Owner and Developer acknowledge that it is the intention of the Village and other involved agencies that at some time in the future Weiland Road and Pauline Avenue will be widened, including intersection improvements. At the request of the Village, but no later than upon approval of the first plat of subdivision of any portion of the Property, Owner agrees to dedicate additional right-of-way along Weiland Road to provide a right-of-way of 65 feet from the center line, along Pauline Avenue to provide a right-of-way of 40 feet from the centerline and the appropriate right-of-way radius at the intersection of Weiland Road and Pauline Avenue.

14. Exhibits. The following Exhibits, some of which were presented in testimony given by the Owner and Developer or the witnesses during the hearings held before the Plan Commission and the Corporate Authorities prior to the execution of this Agreement, are hereby incorporated by reference herein, made a part hereof and designated as shown below.

EXHIBIT A	Legal Description
EXHIBIT B	Plat of Annexation dated May 2, 2005

Attachment: Exhibit A Plan Set (O-2022-57 : Approve an Ordinance Amending the PUD at 361 Raymond Rd.)

EXHIBIT C	Development Improvement Agreement
EXHIBIT D	Preliminary Plan dated January 24, 2005 by Groundwork, Ltd
EXHIBIT E, E-1	Preliminary Engineering Plan dated January 24, 2005 (Preliminary Site Grading Plan and Preliminary Civil Engineering Plan) by Groundwork, Ltd
EXHIBIT F	Tree Survey Inventory dated December 6, 2004 by Pugsley & LaHaie, Ltd.
EXHIBIT G	Tree Survey dated January 21, 2005 by Christopher B. Burke Engineering, Ltd.
EXHIBIT H	Preliminary Landscape Plan (Sheets 1 and 2) dated as last revised January 31, 2005 by Pugsley & LaHaie Ltd.
EXHIBIT I	Fence Depiction and Preliminary Elevation (2 sheets) dated January 24, 2005 by Groundwork, Ltd.
EXHIBIT J	Site and Zoning Information sheet dated January 24, 2005 by Groundwork, Ltd.
EXHIBIT K	Traffic Analysis dated November 9, 2004 and update letter dated January 31, 2005 by Kenig, Lindgren, O'Hara, Aboona, Inc.
EXBHIBIT L	Building Elevations (blackline drawings, 8 sheets, 11x17-inch) dated as last revised February 23, 2005 by Groundwork, Ltd.
EXHIBIT M	Building Elevations – Color Palettes 1 through 6 dated January 24, 2005 (6 sheets, 8 ½ by 11-inch) by Groundwork, Ltd.

Attachment: Exhibit A Plan Set (O-2022-57 : Approve an Ordinance Amending the PUD at 361 Raymond Rd.)

EXHIBIT N	Building Floor Plans – Villa A, B, C and C-2 (4 sheets, 11x17-inch) dated January 24, 2005 by Groundwork, Ltd.
EXHIBIT O	Preliminary Exterior Building Materials List - Color Palettes 1 through 6 dated January 24, 2005 (6 sheets, 8 ½ x 11-inch) by Groundwork, Ltd.
EXHIBIT P	Intersection Design Study dated April 5, 2005 by KLOA, Inc. concerning improvements to Weiland Road and Pauline Avenue
EXHIBIT Q	Gazebo design (2 sheets) dated March 9 and 17, 2005
EXHIBIT R	Scope of cost sharing items concerning improvements to Weiland Road and Pauline Avenue

15. Annexation Fee. Developer agrees to pay an annexation fee of $700.00 per dwelling unit, which fee shall be payable pro rata at issuance of building permits. This fee, however, shall be paid in full prior to the expiration of this Agreement.

16. Building, Landscaping and Aesthetics Plans. Developer will submit final plans concerning building appearance and landscaping at the time of application for the first building permit for the Property. Portions of the Property not under construction or completed shall be maintained in a neat and orderly fashion as determined by the Village Manager.

Prior to approval of the first plat of subdivision for the Property, the Developer shall submit three new exterior building elevations, floor plans and building materials list in addition to the six elevations, floor plans and materials depicted in Exhibits L, M, N and O this Agreement. All elevations, floor plans and building materials, including the three additional building elevations and plans and the building elevations and plans depicted in Exhibits L, M, N and O of this Agreement

Attachment: Exhibit A Plan Set (O-2022-57 : Approve an Ordinance Amending the PUD at 361 Raymond Rd.)

are subject to review and approval by the Village.

17. Declaration of Covenants, Conditions and Restrictions. The Property shall be subject to a declaration of covenants, conditions and restrictions ("Declaration") which shall include but not by way of limitation a provision whereby the Village shall have the right, but not the obligation, to enforce covenants or obligations of the Owner, Developer or association and/or owners of the units of the Property as defined and provided with the Declaration, and further shall have the right, upon thirty (30) days prior written notice specifying the nature of a default, to enter upon the Property and cure such default, or cause the same to be cured at the cost and expense of the Owner, Developer or association of the Property. The Village shall also have the right to charge or place a lien upon the Property for repayment of such costs and expenses, including reasonable attorneys' fees in enforcing such obligations.

The Declaration shall include, but not by way of limitation, covenants and obligations to own and maintain the stormwater retention pond and drainage system, the gazebo, the recreation area and the bikepaths located on the Property as depicted on Exhibits D, E and E-1. The Declaration shall also include the obligation that the association shall provide snow removal for private driveways and public sidewalks and shall store excess snow in appropriate off-street locations, and shall not in any way impede the Village's snow removal operations on public streets.

Any request for a deck in excess of twenty percent (20%) of the rear yard area must receive approval by the Association before any application to the Village.

The Declaration shall also provide that the Property shall be used and developed in accordance with Village ordinances, codes and regulations applicable thereto, including ordinance(s) enacted pursuant to this Agreement. The Declaration shall be submitted to the Village for review

Attachment: Exhibit A Plan Set (O-2022-57 : Approve an Ordinance Amending the PUD at 361 Raymond Rd.)

and approval, and shall further provide that the provisions relative to the foregoing requirements may not be amended without the prior approval of the Village.

18. Project Models. The Village agrees to permit the Developer to construct and maintain one model area on the Property, consisting of a maximum of one building, with suitable off-street parking areas, all subject to Village approval. Such construction shall be in compliance with the provisions of the Village's Building Code in effect at the time of building permit issuance. The Developer may use models only for marketing the Property. Such use shall be discontinued when development of the Property as approved herein has been completed.

19. Park District Donations. Developer agrees to comply with the provisions of Title 19 of the Buffalo Grove Municipal Code as amended from time to time regarding park donations. Developer agrees to make cash contributions to the Village for conveyance to the Buffalo Grove Park District to fulfill the obligation of the Property concerning park donations.

20. School District Donations. Developer agrees to comply with the provisions of Title 19 of the Buffalo Grove Municipal Code as amended from time to time regarding school donations. Developer agrees to make cash contributions to the Village for conveyance to School Districts 102 and 125 according to the criteria of said Title.

21. Library District Donations. Developer agree to comply with the provisions of Title 19 of the Buffalo Grove Municipal Code as amended from time to time regarding library donations.

22. Conditions Concerning Parks, School and Library Donations. It is understood and agreed that rooms in the residential units labeled as dens, lofts, studies or libraries on the floor plans will be counted as bedrooms for the purposes of calculating park, school and library donations, if, in the judgement of the Village, said rooms can be used as bedrooms. It is understood and agreed that

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the per acre land value used to compute said cash contributions may be increased from time to time, and cash contributions made at the time of building permit issuance shall be based on the land value in effect at the time of permit issuance.

23. Facilitation of Development. Time is of the essence of this Agreement, and all parties will make every reasonable effort to expedite the subject matters hereof. It is further understood and agreed that the successful consummation of this Agreement and the development of the Property is in the best interests of all the parties and requires their continued cooperation. The Owner and Developer do hereby evidence their intention to fully comply with all Village requirements, their willingness to discuss any matters of mutual interest that may arise, and their willingness to assist the Village to the fullest extent possible. The Village does hereby evidence its intent to cooperate in the resolution of mutual problems and its willingness to facilitate the development of the Property, as contemplated by the provisions of this Agreement.

24. Enforceability of the Agreement. This Agreement shall be enforceable in any court of competent jurisdiction by any of the parties or by an appropriate action at law or in equity to secure the performance of the covenants herein described. If any provision of this Agreement is held invalid, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect any of the other provisions contained herein.

25. Term of Agreement. This Agreement is binding upon the Property, the parties hereto and their respective grantees, successors and assigns for a term of twenty (20) years from the date of this Agreement. This Agreement shall not be assigned without prior written consent of the Village. This Agreement may be amended by the Village and the owner of record of a portion of the Property as to the provisions applying thereto, without the consent of the owners of other portions of the

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Property.

26. Corporate Capacities. The parties acknowledge and agree that the individuals that are members of the group constituting the Corporate Authorities are entering into this Agreement in their official capacities as members of such group and shall have no personal liability in their individual capacities.

27. Notices. Any notice required pursuant to the provisions of this Agreement shall be in writing and be sent by certified mail to the following addresses until notice of change of address is given and shall be deemed received on the fifth business day following deposit in the U.S. Mail.

If to Owner: Terry Barnett
Glenbrook Properties, LLC
20389 N. Weiland Road
Prairie View, IL 60069

Copy to: Mr. George Maurides, Esq.
George Maurides & Assoc.
2 North La Salle Street, Suite 1800
Chicago, IL 60602

If to Village: Village Clerk
Village of Buffalo Grove
50 Raupp Boulevard
Buffalo Grove, IL 60089

Copy to: William G. Raysa, Esq.
Raysa & Zimmermann, LLC
22 S. Washington Ave
Park Ridge, IL 60068

28. Default.

a) In the event Owner or Developer default in performance of their obligations set forth in this Agreement, then the Village may, upon notice to Owner or Developer, allow Owner

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or Developer sixty (60) days to cure default or provide evidence to the Village that such default will be cured in a timely manner if it cannot be cured during said period. If Owner or Developer fail to cure such default or provide such evidence as provided above, then, with notice to Owner or Developer, the Village may begin proceedings to disconnect from the Village any portion of the Property upon which obligations or development have not been completed or at the option of the Village, to rezone such Property to the Residential Estate District. In such event, this Agreement shall be considered to be the petition of the Owner or Developer to disconnect such portion of the Property, or at the option of the Village, to rezone such Property to the Residential Estate District

b) In addition to sub-paragraph a) hereof, it is recognized by the parties hereto that there are obligations and commitments set forth herein which are to be performed and provided by the Developer not by the Owner. The Village agrees that the Owner as such is exculpated from any personal liability or obligation to perform the commitments and obligations set forth herein and that the Village will look solely to the Developer or approved assignee for such performance, except that to the extent that the Owner or successor thereto shall become a developer or shall designate or contract with a developer other than Glenbrook Properties, LLC . In that case, the Owner or the new designee shall be subject to the liabilities, commitments and obligations of this Agreement. In the event the Developer defaults in its obligations created under this Agreement, the Village may enforce such obligations against the Property Owner.

29. Litigation.

a) The Owner and Developer, at their cost, shall be responsible for any litigation which may arise relating to the annexation, zoning and development of the Property. Owner and Developer shall cooperate with the Village in said litigation but Owner/Developer's counsel will

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have principal responsibility for such litigation.

b) The Owner and Developer shall reimburse the Village for reasonable attorneys' fees, expenses and costs incurred by the Village resulting from litigation relating to the annexation, zoning and development of the Property or in the enforcement of any of the terms of this Annexation Agreement upon a default by the then current Owner or then current Developer.

c) Owner and Developer hereby indemnify and hold the Village harmless from any actions or causes of action which may arise as a result of development activities for which the Owner or Developer is responsible.

30. Special Conditions.

a) Variations – The following variations are hereby granted as depicted on Exhibits D, E and E-1.

(1) Zoning Ordinance

(a) Section 17.28.050.E.4.b. – To allow a perimeter boundary setback of 25 feet instead of 35 feet for buildings #1, #12 and #26.

(b) Section 17.40.020.B. – To allow a corner side yard of 12 feet instead of 25 feet for buildings #19 and #21.

(2) Development Ordinance

(a) Section 16.50.040.C.4. – Concerning the design of the stormwater retention facility (pond): to allow a side slope of greater than 5:1 to create terracing, and to waive the requirement for a 12-foot wide flat area 18 inches above the high-water line around the perimeter of the pond and to allow a minimum pond depth of less than 15 feet;

(b) Section 16.50.070.D.2 – To allow a cul-de-sac right-of-way radius of 55 feet instead of 60 feet;

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(c) Section 16.50.120.I.1.e – To allow parkway trees to be located in front yard areas instead of the parkway adjacent to the cul-de-sac.

b) Tree protection and landscaping – Developer shall obtain approval of the Village Forester prior to any site grading or removal or relocation of trees on the Property. A final landscaping plan shall be submitted for review and approval by the Village Forester prior to application for a building permit. The Developer shall pay cash pursuant to Section 16.50.120.C.6 of the Village Development Ordinance for the value of trees that are removed and not replanted on the Property. The Village shall designate, in its sole discretion, the trees that are subject to said cash payment and the amount of said payment to be paid by the Developer.

c) Well and septic facilities – All water wells and septic sewer facilities on the Property shall be properly sealed or pumped and filled as required by the Illinois Department of Public Health and as approved by the Village Health Officer. Any underground tanks shall be removed as permitted and approved by the Illinois State Fire Marshal. Said sealing and removing of wells, septic facilities and underground tanks shall be completed on a schedule as directed by the Village.

d) Removal of buildings – All buildings, structures, vehicles and other materials on the Property shall be removed prior to any development, except that the Owner/Developer shall be allowed to continue to occupy and use the building (labeled as "metal industrial steel frame" on the plat of survey dated October 21, 2004) on the east half of Lot 4, known as 20389 N. Weiland Road for a period of ninety (90) days from the date of recording of the first plat of subdivision for any portion of the Property. Notwithstanding the foregoing, if the Village determines, in the period prior to development, that structures or other objects need to be removed from the Property to prevent health or nuisance problems, Developer shall comply pursuant to the Village's direction.

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e) Environmental assurances – Developer shall provide documentation, in a form acceptable to the Village, concerning compliance with state and federal regulations pertaining to environmental assessment and site remediation prior to approval of a plat of subdivision by the Village for any portion of the Property.

f) Construction access – Access to the Property for construction vehicles, (including construction workers' personal vehicles), delivery vehicles and materialmen vehicles ("construction traffic"), shall be via Weiland Road. Said construction access on Weiland Road shall be located on Lot 4 (southern most parcel) of the Property and in compliance with Lake County Division of Transportation access permit requirements. Developer shall install signs as directed by the Village to regulate construction traffic.

The Developer shall be allowed to use the segment of Pauline Avenue west of the proposed residential street to be constructed on the Property for construction traffic after Pauline Avenue is widened to a two-way section as required by this Agreement. Developer shall inform all contractors and materialmen involved in development of the Property that construction traffic and equipment is not allowed to use Pauline Avenue east of the proposed residential street for access to the Property. The Developer shall ensure that construction traffic and equipment and the personal vehicles of workers involved in the development of the Property are not parked on adjacent properties or any residential streets adjacent to the Property.

g) Real estate transfer tax – It is understood and agreed that the Village of Buffalo Grove levies a real estate transfer tax on all conveyances of real property in the Village. The Property shall be considered to be in the Village upon passage of the annexation ordinance by the Corporate Authorities.

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h) Addresses – It is understood and agreed that upon annexation the Village will issue new street address(es) for building(s) on the Property to ensure proper identification for provision of services, and Owner and Developer shall use said Village address(es) in place of current address(es) assigned by Lake County. Owner or Developer is also required to contact the Buffalo Grove Post Office and submit a change of address(es) requesting use of the address(es) as assigned by the Village.

i) Fire District Reimbursement – Owner shall deposit with the Village the amount necessary to reimburse the Village for any real estate tax payments made or to be made by the Village to the Long Grove Fire Protection District concerning the Property pursuant to Section 705/20 of the Illinois Fire Protection Act (70 ILCS 705/20). Said deposit, as determined by the Village, shall be made by the Owner within sixty (60) days of the date of this Agreement.

j) Security Interest Affecting Title – Owner represents and warrants that the only mortgagee, lien holder or holder of any security interest affecting title to the Property or any part thereof is First Midwest Bank. First Midwest Bank by its written approval of this Agreement acknowledges that this Agreement is superior to its security interest in the Property.

k) Road improvements – The Developer shall be responsible for constructing the roadway and traffic signal improvements to the Weiland Road and Pauline Avenue intersection as shown in the Intersection Design Study ("IDS"), as approved by the Lake County Division of Transportation and attached hereto and made a part hereof as Exhibit P.

In as much as the improvements to Weiland Road and Pauline Avenue include a public benefit, the Village shall share 50 percent of said costs with the Developer, up to a maximum payment of $208,000.00 by the Village. Allowable costs (as set forth in Exhibit R attached hereto)

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shall include: the Intersection Design Study (IDS); design engineering up to eight (8) percent of intersection costs; construction engineering up to twelve (12) percent of intersection costs; and physical intersection construction.

The Village Engineer shall monitor and observe subcontractor bidding for all work concerning the Weiland Road/Pauline Avenue intersection improvements (excluding minimum Development Ordinance requirements) and shall make a determination of fair and competitive pricing. All fair and competitive costs shall be approved by the Village Engineer.

The Village's share of said roadway improvement costs shall be provided as credits to the Developer at the time of issuance of building permits, up to a maximum of $208,000.00. Eligible fees subject to credits shall include: Building permit fees, water tap-on fees, sewer tap-on fees, water system capital improvement fees, and a portion of the engineering review and inspection fee.

l) Signs – Any signs proposed for the Property are subject to the provisions of the Village Sign Code and are not approved by this Agreement.

m) Fencing – No fencing is allowed on the Property other than the perimeter fencing depicted on Exhibits D, H and I. Privacy screening for patios and decks shall be allowed pursuant to the Village Fence Code.

n) Bikepath access easement – Owner shall provide a public access easement on the final plat of subdivision for the bikepaths depicted on Exhibit D.

Attachment: Exhibit A Plan Set (O-2022-57 : Approve an Ordinance Amending the PUD at 361 Raymond Rd.)

IN WITNESS WHEREOF, the Corporate Authorities, Owner and Developer have caused this instrument to be executed by their respective proper officials duly authorized to execute the same on the day and the year first above written.

VILLAGE OF BUFFALO GROVE

By _____
ELLIOTT HARTSTEIN, Village President

ATTEST:

By _____
VILLAGE CLERK

OWNER: Glenbrook Properties, LLC

By _____ member

DEVELOPER: Glenbrook Properties, LLC

By _____ member

FIRST MIDWEST BANK

By _____ V.P.

This document prepared by: Robert E. Pfeil, Village Planner & William G. Raysa, Village Attorney
50 Raupp Boulevard
Buffalo Grove, IL 60089

Mail to:
Village Clerk
Village of Buffalo Grove
50 Raupp Boulevard
Buffalo Grove, IL 60089

Attachment: Exhibit A Plan Set (O-2022-57 : Approve an Ordinance Amending the PUD at 361 Raymond Rd.)

EXHIBIT A

Glenbrook Properties/Fairview Estates
East side of Weiland Road south of Pauline Avenue

Parcel 1: The north 130.0 feet of the east 60 rods of the north 80 rods of the west half of the southeast quarter of Section 33, Township 43, North, Range 11 East of the Third Principal Meridian, lying east of the centerline of the public road, in Lake County, Illinois; and

Parcel 2: Lots 1, 2, 3, & 4 in Prairie View Acres Subdivision, being a subdivision in that part of the southeast quarter of Section 33, Township 43 North, Range 11 east of the Third Principal Meridian in Lake County, Illinois according to the plat thereof recorded December 9, 1955 as Document Number 891499 in Book 1405 of Records, Page 196 in Lake County, Illinois.

PIN 15-33-400-001
PIN 15-33-402-018
PIN 15-33-402-019
PIN 15-33-402-020
PIN 15-33-402-021

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VILLAGE OF BUFFALO GROVE

Fifty Raupp Blvd.
Buffalo Grove, IL 60089-2100
Phone 847-459-2500
Fax 847-459-0332

STATE OF ILLINOIS)
COUNTIES OF LAKE AND COOK)

I, JANET M. SIRABIAN, hereby certify that I am the duly elected, qualified and acting Village Clerk of the Village of Buffalo Grove, Counties of Cook and Lake, Illinois, and the keeper of its seal and records.

I hereby further certify that the attached is the original copy of documents in my custody. Attachments of Exhibits C-Q are not included with this document.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Buffalo Grove aforesaid, at the Village, in the County and State aforesaid, this 14th day of July, 2005.

Janet M Sirabian
Village Clerk

By Jane L Olson
Deputy Village Clerk

Attachment: Exhibit A Plan Set (O-2022-57 : Approve an Ordinance Amending the PUD at 361 Raymond Rd.)

LOCATION MAP -- FAIRVIEW ESTATES

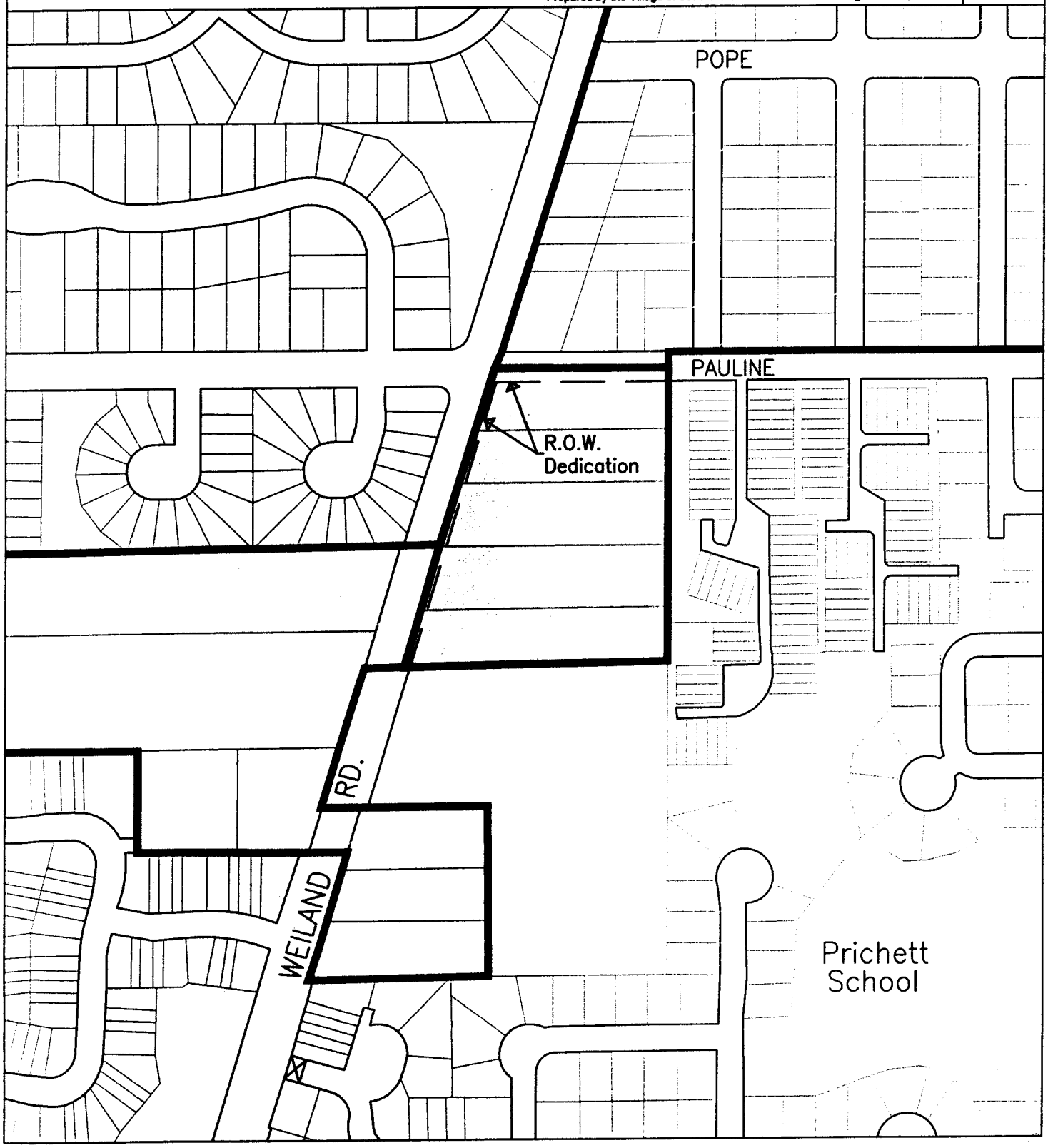
SEC Weiland Road & Pauline Avenue

Site

100 0 300
150 50 150

NORTH

Prepared by the Village of Buffalo Grove -- Division of Planning Services, 10/13/04



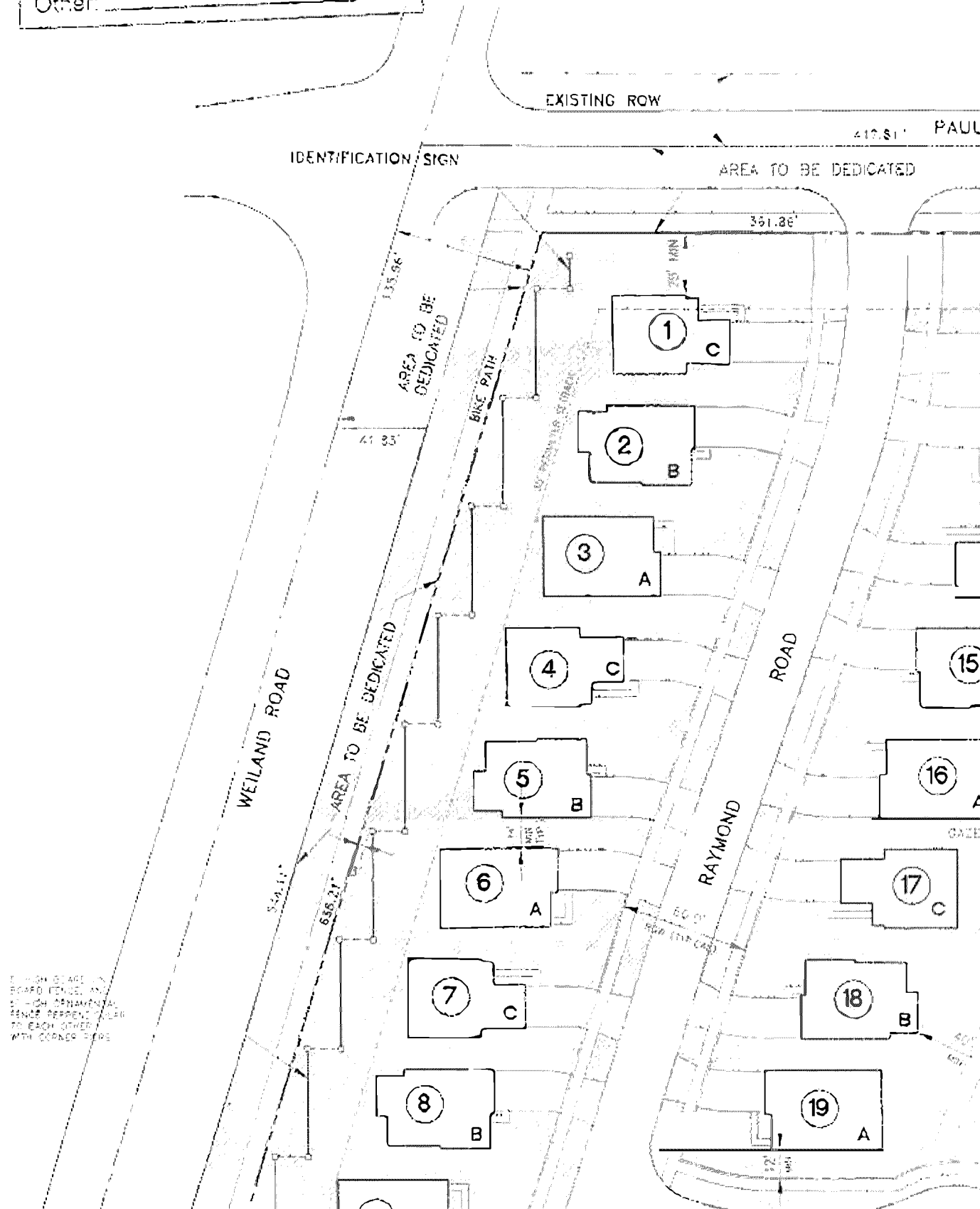
Attachment: Exhibit A Plan Set (O-2022-57 : Approve an Ordinance Amending the PUD at 361 Raymond Rd.)

Date: March 21, 2005
Action: CONTINUED TO APRIL 4, APRIL 18, 2005

APPROVED BY VILLAGE BOARD
Date: May 2, 2005
Ordinance # 2005-24
Exhibit: D
Other:

PRELIMINARY S

FAIRVIEW ESTATES
(26 VILLA UNITS SH



PRESENTED TO VILLAGE BOARD
Date: March 21, 2005
Action: Continued to April 4, 2005

RECEIVED
FEB 24 2005
PLANNING SERVICES

APPROVED BY VILLAGE BOARD
Date: May 2, 2005
Ordinance # 2005-24
Exhibit: J

GLENBROOK PROPERTIES

FAIRVIEW ESTATES

Proposed Single Family Villa Development
Weiland Road, South of Pauliine Drive
Buffalo Grove, Illinois

January 24, 2005

GW #K133

SITE AND ZONING INFORMATION

ZONING:	Existing:		Unincorporated	Lake County
	~~Proposed:~~		~~Single Family Villa Condo's~~	R5 PUD
SITE AREA:	Gross:		308,200 SF	7.08 Acres
USES:	Existing:		Residential/Home Business	Mixed Use
	Proposed:		Villa Condominiums	Residential
DENSITY:	Proposed:		26 Units	3.65 Units/Acre
BUILDING HEIGHT:	Allowable:		2-1/2 Stories	35'
	Proposed:		2 Stories	35' Max
BUILDING COVERAGE:	Allowable:		108,000 SF	35%
	Proposed:		56,000 SF	18%
SEPARATIONS: (PUD)	Perimeter Setback		Required:	35'
			Proposed:	35' (min.) 25' @ #1,12,26*
	Front Yard:		Required:	25'
			Proposed:	25' (min.)
	Corner Side Yard:		Required:	25'
			Proposed:	12' @ #19, 21*
	Rear to Side		Minimum:	40'
			Proposed:	40' (min.)
	Side to Side		Proposed:	14' (min.)
PARKING:	Required:		2.0/unit	52 spaces
	Proposed:	Garage	2.0/unit 52	
	Available:	Street (approx.)	19	
		Total Available & Proposed		71 spaces
		(excludes potential 52 spaces in driveways - 123 total)		

* Denotes potential variation request.

Attachment: Exhibit A Plan Set (O-2022-57 : Approve an Ordinance Amending the PUD at 361 Raymond Rd.)

GROUNDWORK, LTD.
ARCHITECTS/PLANNERS/ENGINEERS
351 WEST DUNDEE ROAD, SUITE A
BUFFALO GROVE, ILLINOIS 60089
847.541.4151 FAX 847.541.4066
gworkltd@aol.com • www.groundworkltd.com

GROUNDWORK

5/2/2005

Attachment: Exhibit A Plan Set (O-2022-57 : Approve an Ordinance Amending the PUD at 361 Raymond Rd.)

ORDINANCE NO. 2005 - 25

AN ORDINANCE ANNEXING CERTAIN TERRITORY TO THE VILLAGE OF BUFFALO GROVE, ILLINOIS

Glenbrook Properties
Fairiview Estates
East side of Weiland Road south of Pauline Avenue

WHEREAS, the Village of Buffalo Grove is a Home Rule Unit by virtue of the Illinois Constitution of 1970; and,

WHEREAS, a written petition signed by all of the owners of record of the land in the territory hereinafter described, requesting the annexation of such territory to the Village of Buffalo Grove, has been filed with the Village Clerk of the Village of Buffalo Grove; and,

WHEREAS, said territory is not within the corporate limits of any municipality, but is contiguous to the Village of Buffalo Grove; and,

WHEREAS, notice of the proposed annexation of such territory has been given to the appropriate authorities; and,

WHEREAS, it is in the best interests of the Village of Buffalo Grove that such territory be annexed to the Village of Buffalo Grove.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS:

Section 1. That the real property legally described in Exhibit A attached hereto be and hereby is annexed to the Village of Buffalo Grove. A true and correct map of said real property is attached hereto and made a part hereof as Exhibit B.

Section 2. The Village Clerk of the Village of Buffalo Grove is hereby directed to cause to be filed in the Office of the Recorder of Deeds of Lake County a copy of this Ordinance with an accurate map of the territory annexed.

Section 3. This Ordinance shall be in full force and effect on and after its passage and approval. This Ordinance shall not be codified.

AYES: 6- Braiman, Glover, Berman, Kahn, Trilling, Rubin

NAYES: 0 – None

ABSENT: 0 - None

PASSED: May 2, 2005 APPROVED: May 2, 2005

ATTEST: APPROVED:

Janet M. Sradion
Village Clerk

Elliott Hartstein
ELLIOTT HARTSTEIN, Village President

This document was prepared by: Robert E. Pfeil, Village Planner,
Village of Buffalo Grove
50 Raupp Boulevard
Buffalo Grove, IL 60089

Mail to:

Village Clerk
Village of Buffalo Grove
50 Raupp Boulevard
Buffalo Grove, IL 60089

Attachment: Exhibit A Plan Set (O-2022-57 : Approve an Ordinance Amending the PUD at 361 Raymond Rd.)

5/2/2005

Attachment: Exhibit A Plan Set (O-2022-57 : Approve an Ordinance Amending the PUD at 361 Raymond Rd.)

ORDINANCE NO. 2005 – 26

AN ORDINANCE AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE VILLAGE OF BUFFALO GROVE, ILLINOIS

Glenbrook Properties
Fairview Estates
East side of Weiland Road south of Pauline Avenue

WHEREAS, the Village of Buffalo Grove is a Home Rule Unit by virtue of the Illinois Constitution of 1970; and,

WHEREAS, the property legally described in Exhibit A hereto was annexed to the Village of Buffalo Grove by Ordinance No. 2005 - 25 pursuant to a written Annexation Agreement dated May 2, 2005 and approved by the Village by Ordinance No. 2005 - 24; and,

WHEREAS, notice of public hearing for zoning and annexation has been given and a public hearing was held.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS:

Section 1. The Comprehensive Zoning Ordinance of the Village of Buffalo Grove, Cook and Lake Counties, Illinois as amended is hereby further amended by classifying the property described in Exhibit A hereto in the R-5 One-Family Dwelling District with a residential Planned Unit Development.

Section 2. Development and use of the property shall be in compliance with the Annexation Agreement dated May 2, 2005 approved pursuant to Ordinance No. 2005-25.

Section 3. This Ordinance shall be in full force and effect on and after its passage and approval according to law. This Ordinance shall not be codified.

AYES: 6 – Braiman, Glover, Berman, Kahn, Trilling, Rubin

NAYES: 0 – None

ABSENT: 0 – None

PASSED: May 2, 2005 APPROVED: May 2, 2005

ATTEST: APPROVED:

Janet M. Sudrian
Village Clerk

ELLIOTT HARTSTEIN, Village President

Attachment: Exhibit A Plan Set (O-2022-57 : Approve an Ordinance Amending the PUD at 361 Raymond Rd.)

5955019

FILED FOR RECORD BY:
MARY ELLEN VANDERVENTER
LAKE COUNTY, IL RECORDER
03/01/2006 - 02:31:12 P.M.
RECEIPT #: 272986
RHSP $10.00
DRAWER #: 29

Mail To:
Fidelity Wes Of Fairview Estates
Attn: Greg Summers
7222 RFD
Long Grove, IL 60060

FAIRVIEW ESTATES OF BUFFALO GROVE
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS (this "Declaration") is made and entered into on the date hereinafter set forth by **FIDELITY WES OF FAIRVIEW ESTATES, INC.**, an Illinois Corporation, (hereinafter referred to as "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the owner and legal title holder of certain real estate in the Village of Buffalo Grove, County of Lake and State of Illinois, which real estate is legally described in Exhibit "A" attached hereto and by this reference made a part hereof; and

WHEREAS, FIDELITY WES OF FAIRVIEW ESTATES, INC., an Illinois corporation (the "Developer"), presently intends to construct a development containing twenty-six (26) Single Family Units, as hereinafter defined, together with certain common areas which will require uniformity and continuing care and maintenance for the privacy, benefit and enjoyment of all persons owning and residing in the Single Family Units (the "Development"); and

WHEREAS, the Village of Buffalo Grove has enacted Village Ordinance No. 2005-26 dated May 2, 2005 (the "Ordinance") approving a Residential Planned Unit Development on the Property, as hereinafter defined; and

WHEREAS, an Annexation Agreement was approved by the Village of Buffalo Grove by Ordinance No. 2005-24; and

PLX-60

Attachment: Exhibit A Plan Set (O-2022-57 : Approve an Ordinance Amending the PUD at 361 Raymond Rd.)

WHEREAS, the Declarant and the Developer desire and intend to construct and operate the Development in full compliance with the provisions and conditions of said ordinance approving the Residential Planned Unit Development; and

WHEREAS, the Developer has deemed it desirable for the efficient preservation of the values and amenities of the proposed development to create an agency to which shall be delegated and assigned the powers of maintaining and administering the Common Area, as hereinafter defined, and administering and enforcing the covenants and restrictions hereinafter contained and created; and

WHEREAS, there has been incorporated under the laws of the State of Illinois, as a not-for-profit corporation, Fairview Estates of Buffalo Grove Homeowners' Association, for the purpose of exercising the functions aforesaid; and

WHEREAS, the Declarant desires to establish for its own benefit and the mutual benefit of all future owners, tenants and occupants of the Development and the Property and any part thereof, certain easements or rights in, over, under, upon and along the Development and the Property and certain mutually beneficial restrictions and obligations with respect to the use, conduct and maintenance thereof; and

WHEREAS, the Declarant may, from time to time for the purposes hereinafter enumerated, convey certain portions of the Property, as hereinafter defined, to the Association, as hereinafter defined, as well as to various owners;

NOW, THEREFORE, the Declarant hereby declares that only the Property and such additions thereto as may hereinafter be made is and shall be transferred, held, sold, conveyed and accepted subject to this Declaration of Covenants, Conditions, Restrictions and Easements. The Declarant does hereby further declare that the following easements, covenants, restrictions, conditions, burdens, uses, privileges, charges and liens shall: (1) exist at all times hereafter amongst all parties having or acquired a right, title or interest in any portion of the Property; (2) be binding upon and inure to the benefit of each Owner (as hereinafter defined); and (3) run with the land subjected to this Declaration, to be held, sold and conveyed subject thereto.

ARTICLE 1

DEFINITIONS

1.1 "Association" shall mean and refer to Fairview Estates of Buffalo Grove Homeowners' Association, an Illinois not-for-profit corporation.

1.2 "Property" shall mean and refer to that certain real estate described in Exhibit "A" attached hereto and by this reference made a part hereof and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

1.3 "Building Boxes" shall mean those areas shown on the Plat of Subdivision within which a residential dwelling unit may be constructed.

Attachment: Exhibit A Plan Set (O-2022-57 : Approve an Ordinance Amending the PUD at 361 Raymond Rd.)

1.4 "Common Area" shall mean those portions of the Property owned by the Association for the common use and enjoyment of all members of the Association and such uses thereto by way of easement or other grant from the Declarant, the Association or others as may be granted to or by the Association for the common use and enjoyment of the Owners. The Common Area to be conveyed to and owned by the Association is hereinafter legally described in Exhibit "B" attached hereto and by this reference made a part hereof which shall exclude Single Family Units 1 through 26 as depicted on Exhibit "E" and legally described in Exhibit "F".

1.5 "Single Family Unit" shall mean the individual lots shown on Exhibit "E" and legally described in Exhibit "F".

1.6 "Residential Dwelling Unit" shall mean the area consisting of a constructed dwelling.

1.7 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Single Family Unit, as hereinafter defined, including contract sellers, but excluding those having such Interest merely as security for the performance of an obligation. The term "Owner" shall include the Developer to the extent of the number of Lots owned by Declarant and also includes the interest of the Developer or of Declarant as contract seller of any Lot.

1.8 "Member" shall mean and refer to any person or entity who holds membership in the Association.

1.9 "Declarant" shall mean and refer to Fidelity Wes of Fairview Estates, Inc., its successors and assigns, if such successors and assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

1.10 Intentionally Deleted

1.11 "Board" shall mean the Board of Directors of the Association as constituted at any time or from time to time, in accordance with the applicable provision of Article 3.

1.12 "Occupant" shall mean any person or persons other than the Owner in possession of a Single Family Unit.

1.13 "Family" shall mean one or more persons each related to the other by blood, marriage, or legal adoption, or a group of not more than two (2) persons not all so related, together with his or their domestic servants, maintaining a common household in a Single Family Unit.

1.14 "By-Laws" shall mean the By-Laws of Fairview Estates of Buffalo Grove Homeowners' Association, a copy of which is attached as Exhibit "C" hereto and by this reference made a part hereof.

1.15 "Declaration" shall mean this Fairview Estates of Buffalo Grove Homeowners Association Declaration of Covenants, Conditions, Restrictions and Easements.

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1.16 "Residential Planned Unit Development" shall mean and refer to the residential planned unit development approved in Village Ordinance No. 2005-26 dated May 2, 2005, as the same may be hereafter amended from time to time pursuant to a duly enacted Village ordinance.

1.17 "Recreational Facilities" shall mean the recreational facilities which have been or may be constructed pursuant to the ordinance approving the Residential Planned Unit Development.

1.18 "Transfer Date" shall mean the date which is the earlier of: (i) the date on which seventy-five percent (75%) of the Single Family Units have been conveyed to Owners other than the Declarant or (ii) five (5) years after the first Single Family Unit is conveyed to an Owner other than the Declarant.

1.19 "Material Amendment" shall mean any amendment to the Declaration, By-Laws or the Association's articles of incorporation that would change any of the following in a manner other than as expressly provided herein: voting rights in the Association; assessments, assessment liens, or subordination of assessment liens; reserves for maintenance, repair and replacement of the Common Area; responsibility for the maintenance and repair of the Common Area; allocation of interests in the Common Area, or rights to use the Common Area; boundaries of any Single Family Unit other than the initial determination of the boundaries of a Single Family Unit; convertibility of Single Family Units or any portion thereof into Common Area, or convertibility of Common Area into Single Family Units; expansion or contraction of the Property, or the addition, annexation or withdrawal of property from the Property; insurance or fidelity bonds; leasing of Single Family Units; imposition of any restrictions on an Owner's right to sell or transfer his or her Single Family Unit; a decision by the Association to establish self-management when professional management had previously been required by an Eligible Mortgage Holder; requirements for the restoration or repair of the Property; termination of the legal status of the Association or the Property following substantial destruction or condemnation; or any provisions that expressly benefit holders, insurers or guarantors of mortgages secured by portions of the Property.

1.20 "Eligible Mortgage Holder" shall mean each holder of a first mortgage on a Single Family Unit that has requested in writing that the Association notify it of any proposed action that requires consent of a specified percentage of mortgage holders.

1.21 "Developer" shall mean **FIDELITY WES OF FAIRVIEW ESTATES, INC.**, an Illinois corporation, its successors and assigns.

1.22 "Village" shall mean the Village of Buffalo Grove, Illinois, its elected and appointed officials, officers, agents and employees.

ARTICLE 2

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Single Family Unit which is subject by covenants of record to assessment by the Association, including a contract seller, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Single Family

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Unit which is subject to assessment by the Association. Ownership of such Single Family Unit shall be the sole qualification of membership. Nothing herein contained shall be interpreted to exclude Declarant from membership while it or its successors in interest, if any, owns one or more Single Family Units. Voting rights with regard to each Member are set forth in Article 3 hereof.

ARTICLE 3

VOTING RIGHTS AND BOARD OF DIRECTORS

3.1 The Association shall have two classes of voting membership:

Class A. Class A Members shall be all those Owners as defined in Article 2, provided that the Declarant shall not be a Class A Member until the Transfer Date. Class A Members shall be entitled to one vote for each Single Family Unit in which they hold the interest required for membership pursuant to Article 2. When more than one person holds such interest in any Single Family Unit, all such persons shall be Members. The vote for such Single Family Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Single Family Unit. All Members holding any interest in a Single Family Unit shall together be entitled to cast only one vote for the Single Family Unit.

Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to three (3) votes for each Single Family Unit in which it holds the interest required for membership by Article 2; provided that the Class B membership shall cease and be converted to Class A membership on the Transfer Date.

3.2 The provisions of Section 3.1 hereof shall be mandatory. No owner of any interest in any Single Family Unit shall have any right or power to disclaim, terminate or withdraw from his membership in the Association or any of his obligations as such Member, and no purported disclaimer, termination or withdrawal thereof or therefrom on the part of any such owner shall be of any force or effect for any purpose.

3.3 The Association shall have a Board of five (5) Directors who shall be elected by the Members of the Association at such intervals as the corporate charter and By-Laws of the Association shall provide, except that vacancies in the Board occurring between regularly scheduled meetings of the Members may be filled by the Board by majority vote if so provided by the articles of incorporation or By-Laws and that the first Board may be appointed by the Declarant (or its beneficiary or designee) and shall be three (3) in number. The Association shall have such officers as shall be appropriate from time to time, who shall be elected by the Board and who shall manage and conduct the affairs of the Association under the direction of the Board. Except as expressly otherwise provided by the Association's articles of incorporation, this Declaration or the By-Laws, all power and authority to act on behalf of the Association both pursuant to this Declaration and otherwise shall be vested in its Board from time to time and its officers under the direction of the Board, and shall not be subject to any requirement of approval on the part of its Members. The articles of incorporation and By-Laws of the Association may include such provisions for the protection and indemnification of its officers and directors as shall be permissible by law.

3.4 The Association, being a not-for-profit corporation, shall not distribute to its Members any sums in the nature of dividends upon its shares. To the extent that funds shall not be required

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for current expenditures or for such reserves, the next monthly assessments may, in the discretion of the Board, be eliminated or the amount thereof appropriately reduced. Such reduction shall not prevent reinstatement of or increase in such assessments when required, but such reinstatement or increase shall not be retroactive.

3.5 Whenever possible, the Association shall perform its functions and carry out its duties by entering into agreements for the performance thereof with such persons and business entities regularly engaged in the performance of generally similar functions and duties as the Board shall determine, which agreements shall be for such length of time, at such rates of compensation and upon such other terms and provisions as the Board shall determine from time to time, provided however that if the Association, Declarant or Board shall enter into an agreement or agreements for the professional management of the Property before the Transfer Date, such agreement or agreements shall provide that it is terminable by the Association without cause at any time after the Transfer Date and shall not require the payment of any penalty by the Association and shall not require advance notice of termination of more than ninety (90) days. Such persons or business entities may, but need not, be persons or business entities owning or otherwise directly or indirectly interested in the Property or any part thereof. The Association itself shall also have power to perform its functions and carry out its duties.

3.6 The Association, through the resolutions of the Board, shall have the right to adopt rules and regulations governing the Single Family Units and Common Area and the use thereof provided, however, that no rule or regulation shall conflict with the Declaration or any applicable laws, ordinances or codes.

3.7 A copy of this Declaration, the By-Laws and the Association's books, records and financial statements to be kept by the Board shall be available for inspection by any Owner or any representative of an Owner duly authorized in writing, the Village, or any holder, insurer or guarantor of a first mortgage lien on a Single Family Unit at such reasonable time or times during the normal business hours as may be requested by the Owner or by the holder of said first mortgage lien.

ARTICLE 4

PROVISIONS RELATING TO THE COMMON AREA

4.1 Every Owner shall have a right and easement in, over, upon and to the Common Area for purposes of pedestrian ingress and egress and use of the open spaces and other common facilities and the Common Area shall be held for the use and benefit of each Owner, and such easement shall be appurtenant to and shall pass with the title to every Single Family Unit subject to the following provisions:

(1) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Owners. No such dedication or transfer shall be effective unless an instrument signed by Owners entitled to cast sixty-seven percent (67%) of the votes allocated to the Class B membership, if not yet ceased, has been recorded, agreeing to such dedication or transfer. In the event Class B membership has ceased, then sixty-seven percent (67%) of the votes to the Class A membership shall be required to make such dedication or transfer effective.

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(2) As part of the overall program of development of the Property as a residential community and to encourage the marketing and construction thereof, the Developer and its contractors, subcontractors, and their respective agents and employees shall, for sales and construction purposes only, have the right of use of certain Single Family Units and the Common Area and facilities thereof without charge during the sales and construction period on the Property to aid in its construction and marketing.

4.2 Each Owner and his tenants, guests and invitees shall have a right and easement in, over, upon and to any sidewalks located in the Common Area for the purposes of pedestrian ingress and egress.

4.3 There shall be located upon the Common Area such parking areas or portions thereof and walks as shall be necessary to provide ingress and egress to and from the Single Family Units for the use and benefit of the Owners of the Single Family Units and their guests and invitees, such other permitted improvements as set forth in Section 4.4 below, and such additional landscaping and walks, benches and spaces for the parking of motor vehicles as the Declarant or the Association or Board shall from time to time determine and shall be in compliance with such governmental laws, ordinances and regulations as shall be in effect during the development of the Property. There may also be upon the Common Area such facilities for the housing of tools, vehicles and equipment, shelters for guards and such other structures and facilities as shall be reasonably necessary for the carrying out of the duties imposed upon the Association hereunder, or as the Association may determine to erect from time to time.

4.4 An irrevocable license and non-exclusive easement is hereby granted to the Village and police, fire, water, health and other authorized officials, employees and vehicles of the Village, to go upon the Common Area (and, to the same extent granted to the Association pursuant to Section 5.5 below with respect thereto, the Single Family Units) at any time and from time to time for the purpose of performance of official duties and for the purpose of enforcing this Declaration and all Village ordinances, rules and regulations, and the statutes of the State of Illinois and the United States. In addition, duly designated officials and employees of the Village are hereby granted a non-exclusive easement to enter upon, on and over the Common Area for the purposes of maintaining, except as otherwise provided hereunder, all or any part of Common Area and the storm water detention and retention areas, drainage systems, storm and sanitary sewers, water mains, and any other utility or public service and to correct or eliminate nuisances or violations resulting from the failure to exercise maintenance responsibilities by the Developer or its successors and assigns, any Owner or the Association. Except in the event of emergency situations, the Village shall serve written notice upon the Association setting forth the manner in which the Association has failed to comply with its obligations under this Declaration under any source of law. Said notice shall include a demand that such deficiency be cured within thirty (30) days from the date such notice is received. If such deficiency has not been cured within said thirty (30) days or any extension thereof granted by the Village, the Village may (but shall not be obligated to) exercise said easement by entering the Common Area and performing such maintenance or repair. The Association shall reimburse the Village from all expenses incurred by it in performing such maintenance or repair. If the Association has not reimbursed the Village in full for all such expenses incurred within ninety (90) days after receipt of a bill detailing such expenses, then the cost of such maintenance or repair not so reimbursed, together with interest and all reasonable costs of collections, including attorneys fees, shall be assessed in equal shares against the Single Family Units, and shall become a lien

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upon such Single Family Units. Such lien may be enforced by all methods generally available for the enforcement of liens including foreclosure by an action brought in a like manner as a mortgage or deed of trust lien on real property. Said easement shall be exercised only to the extent and for such period of time that the maintenance or repair is required to accomplish the purpose hereinabove mentioned and to enforce this Declaration. It is the intention of this Section 4.4 to provide that the obligation for maintenance and repair of certain main utility lines which service the Property (water, sanitary sewer and storm sewer) shall be borne by the Village and that the obligation for maintenance and repair of all other portions of the Common Area shall be borne by the Association. The Association shall be solely responsible for the maintenance and repair of the stormwater management system and its appurtenances in accordance with a stormwater management maintenance plan approved by the Village and attached hereto as Exhibit "D", site landscaping and shall further be responsible for snow removal on public and private sidewalks located within the Development (but not service walks appurtenant to and serving exclusively a Single Family Unit). The snowplowing of driveways shall be the responsibility of the individual Owner whose appurtenant Single Family Unit is served thereby. The Village shall be under no obligation to exercise the rights herein granted except as it shall determine to be in its best interest. No failure to exercise any right herein granted to the Village shall be construed as a waiver of that or any other rights.

4.5 Any Owner may delegate, in accordance with the By-Laws, his right of ingress and egress to the Common Area to the members of his family, occupants, guests, invitees, or contract purchasers who reside on the Property.

4.6 The Declarant hereby covenants for itself, its successors and assigns, that it will convey to the Association fee simple title to the Common Area to which it is in title prior to the conveyance of any Single Family Unit free and clear of any mortgage liens of record subject, however, to the provisions of Section 4.1(1) hereof. Declarant shall reserve, upon conveyance to the Association of such portions of the Common Area, a perpetual and non-exclusive easement for egress and ingress in, to and from each Single Family Unit as well as for the location, maintenance, repair, reconstruction, operation and restoration of other permitted improvements as set forth above, which it shall grant for the benefit of each Single Family Unit upon the conveyance thereof.

4.7 Declarant, its beneficiary, agents, employees, guests and invitees shall have the right and easement of ingress and egress in, over, upon, under and across the Common Area for sales and construction purposes until Declarant has conveyed all of the Single Family Units to the purchasers thereof.

4.8

(1) The Association shall have the right and duty to repair and maintain the Common Area and all portions of a Single Family Unit outside the Residential Dwelling Unit and shall have the right of ingress and egress over and upon those portions of the Single Family Unit outside the residential dwelling unit for such purposes.

(2) The Association shall have the right of ingress and egress over and upon the Common Area for any and all purposes in connection with the use, maintenance, construction, operation, repair and reconstruction of the Common Area.

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(3) The Association, through resolutions of the Board, shall have the right to adopt rules and regulations governing the use, maintenance and administration of the Common Area and for the health, comfort, safety and general welfare of persons using the Common Area.

4.9 Notwithstanding any provisions herein to the contrary, the easements herein created shall be subject to:

(1) The right of Declarant to execute all documents (including additional easements), and do all other acts and things affecting the Property which, in the Declarant's sole opinion, are desirable in connection with Declarant's rights hereunder.

(2) Easements of record on the date hereof, including those easements granted on the Plat of Subdivision and any easements which may hereafter be granted by Declarant or the Association to any public utilities or governmental bodies for the installation and maintenance of electrical and telephone conduit and lines, gas pipes, sewers or water mains and pipes, or any other utility services serving any Single Family Unit and to any provider of cable television service.

4.10 Nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Common Area to which Declarant is in title as of the date hereof to or for any public use or purpose whatsoever.

4.11 Easements for serving the Common Area and other properties with public utilities and municipal services are hereby granted to Commonwealth Edison Company, Northern Illinois Gas Company, SBC, the Village, and all other suppliers of utilities serving the Common Area and the respective successors and assigns, jointly and severally to install, lay, construct, renew, operate, maintain or remove, from time to time, conduits, cables, pipes, wire transformers, switching apparatus and other facilities and appurtenances used in connection with serving the Common Area and adjacent property with telephone communications, electric, sewer, gas, water, drainage, cable television, or other municipal services, upon, across and under the Common Area as depicted on the Plat of Subdivision for the Property approved by the Village; provided, however, that all such public utilities shall be installed underground. Notwithstanding any code or ordinance provision which may provide otherwise, no public utility shall be installed above-ground and nothing herein shall be deemed or construed as permitting above-ground utilities.

4.12 All areas of and facilities upon the Common Area, including, but not limited to any detention area, all open space, all perimeter fencing, bike paths, recreation areas, gazebos, stormwater detention pond and drainage systems, all parking areas, and all landscaping shall be maintained by the Association in such a manner as to ensure the proper use and functioning of such areas and facilities as originally designated and/or constructed. Such obligation shall include the obligation of the Association to provide for snow removal (and snow storage in appropriate areas of the Common Areas) from all parking areas and public and private sidewalks.

4.13 The Association shall pay, as agent and on behalf of the Owners and out of the funds furnished to it by them for such purpose, all tax and other governmental impositions levied upon the Common Area or any part thereof.

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4.14 The Common Area shall at all times be used and maintained in compliance with all applicable ordinances, codes and regulations of the Village.

ARTICLE 5

MAINTENANCE OF SINGLE FAMILY UNITS

5.1 Owner shall be responsible for all maintenance and repair to the interiors and exteriors of the Residential Dwelling Units including, without limitation, roofs, siding and trim, gutters and downspouts. The Association shall determine the need for and shall carry out or cause to be performed all maintenance and repair of only those gas, telephone and electrical lines located within the Common Area which are incorporated in and forming a part of the Single Family Units as originally constructed that service more than one Single Family Unit (it being expressly understood that an individual Owner shall maintain and repair all water, storm sewer and sanitary lines which service only his Single Family Unit) and additionally that such maintenance and repair shall not include the maintenance or repair of any furnaces, water heaters, stoves, refrigerators, washing machines or household appliances, sump pumps, glass surfaces, patio areas, windows and patio doors, front entry and garage doors, electrical fixtures, air conditioners and compressors, or any other portion of said unit which services only one Single Family Unit or the interior of any Residential Dwelling Unit or portion thereof. In the event that the need for maintenance or repair of other exterior repairs which are caused through the willful or negligent act of the Owner, his family, guests or invitees, the cost of such maintenance or repair shall be added to and become a part of the assessment to which such Single Family Unit is subject. The Association shall be responsible for the proper maintenance of all landscaping located on the Common Area and on the Single Family Units including, but not limited to, mowing the grass areas and shall additionally be responsible for the snowplowing of all parking areas and sidewalks in the development serving the Owners and their Single Family Units (but not service walks appurtenant to and serving exclusively any Single Family Unit) and the storage of such snow on appropriate areas of the Common Area.

5.2 Each Owner shall have the obligation to maintain in good condition and repair his glass surfaces, fireplaces (including the interior and exterior of chimneys), windows, front entry and garage doors, electrical fixtures, patio screens, if any, decks, screened porches, patio on his Single Family Unit, appurtenant service walks and driveway located on or serving his Single Family Unit. Upon the failure of any Owner to maintain those areas not the maintenance responsibility of the Association, the Association, through its agents and employees, is hereby granted the right to enter upon the Single Family Unit and make such reasonable repairs, maintenance, rehabilitation or restoration of the premises as may be necessary, and the costs thereof shall become a lien upon the Single Family Unit in the same manner as provided in Article 6 hereof for nonpayment of maintenance assessments.

5.3 The Association shall provide for the maintenance of the Single Family Unit planting which has been offered by the Developer in the sale of the Single Family Unit. In the event the Owner installs his own planting within his Single Family Unit in accordance with the provisions as hereinafter set forth in Section 9.20 hereof, the Association shall have the right to assess each Owner for any additional cost in providing for the maintenance of such planting.

5.4 The Association shall have the right to draw water from the exterior taps of individual Residential Dwelling Units as required for the efficient performance of its duties hereunder and, to

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the extent such water is separately metered to the Owner of such Single Family Unit, the Association shall reimburse such Owner for the cost thereof.

5.5 An irrevocable license and non-exclusive easement is hereby granted to the Association to enter upon the Single Family Units for purposes of performing its obligations and exercising its rights pursuant to this Article 5.

ARTICLE 6

COVENANTS FOR MAINTENANCE ASSESSMENTS

6.1 Subject to the provisions of Section 6.9, the Declarant, for each Single Family Unit owned within the Property, hereby covenants, and each Owner of any Single Family Unit by acceptance of a deed therefor whether or not it shall be so expressed in such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessments to be fixed, established and collected from time to time as hereinafter provided; and (2) special assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Single Family Unit against which each such assessment is made. Each such assessment, together with such interests, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Single Family Unit at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

6.2 The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of the residents in the Property and in particular for the improvement and maintenance of the Property, services and facilities devoted to this purpose and related to the use and enjoyment of such Common Area, and of the Single Family Units situated upon the Property. Such uses shall include, but are not limited to, the cost to the Association of all taxes, insurance, repair, replacement and maintenance of the Common Area and, as provided herein, of the maintenance and repair of the Single Family Units as may from time to time be authorized by the Board, and other facilities and activities including, but not limited to, caring for the grounds, landscaping, equipment, non-dedicated portions of the storm water management system, monument signage, subdivision signage at the entrance to the Property in accordance with applicable Village codes, all fencing, structures and appurtenances (other than facilities and activities maintained by any governmental authority or utility company), and other charges required by this Declaration or that the Board shall determine to be necessary or desirable to meet the primary purpose of the Association, including the establishment and maintenance of a reserve fund for repair, maintenance, replacements, taxes, and other charges as specified herein. In addition, water, waste removal and/or any utilities which are not separately metered or otherwise directly charged to individual Owners shall be paid for by the Association from the assessments levied hereunder. The Board reserves the right to levy additional assessments against any Owner to reimburse it for excessive use by such Owner of any utility service, the expense of which is charged to the maintenance fund. At the time of closing of the sale of each Single Family Unit by the Declarant, the Owner shall pay (in addition to the first monthly assessment) to the manager or managing agent, or as otherwise directed by the Board, an amount equal to One Thousand Dollars ($1,000.00), which amount shall be used and applied as a working capital fund in the manner herein provided.

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6.3 The Board shall be authorized to fix the annual assessment in an amount sufficient to meet the costs and expenses as contained in Section 6.2 hereof. Until December 31, 2007, the annual assessment for each Single Family Unit shall be fixed at One Hundred Ten Dollars ($110.00) per month. Developer shall not be subject to such charge and shall pay all expenses of the Association not covered by such assessment.

6.4 In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair, maintenance or replacement (including those items of maintenance and repair set forth in Section 5.1 hereof) of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, if any.

6.5 Both annual and special assessments shall be fixed at a uniform rate for all Single Family Units, except for certain Single Family Units as provided in Section 6.9 hereof, and shall be collected on a monthly basis.

6.6 The annual assessments provided for herein shall commence for all Single Family Units within the Property on the first day of the month following the conveyance of the first Single Family Unit from the Declarant, except as otherwise provided in Section 6.9 hereof. The Board shall fix the amount of the annual assessment against each Single Family Unit at least thirty (30) days in advance of each annual assessment period and in lieu thereof, the amount of the prior year's annual assessment shall be the fixed amount. Written notice of any changed amount of annual assessment shall be due on the first day of the month immediately preceding the effective date of the changed assessment. An Owner shall first be liable for payment of the full monthly assessment on the 1st day of the month following conveyance of title to him. This payment shall be in addition to the prorated portion of the monthly assessment which Owner shall pay as of the date title to his Single Family Unit is conveyed. The Association shall upon demand at any time furnish a certificate in writing signed by an officer or agent of the Association setting forth whether the assessments on a specified Single Family Unit have been paid and, if not paid, the amount of any such deficiency. Such certificate shall be conclusive evidence of payment of any assessment therein.

6.7 Any assessments which are not paid when due shall be delinquent. Such assessments, interest and all costs of collection shall be a continuing lien upon the Single Family Unit against which each such assessment was made. If the assessment is not paid within thirty (30) days after the due date, then (i) the amount of the assessment shall bear interest from the date of delinquency at the rate one and one-half (1.5%) percent per month, and (ii) in addition to said interest, the delinquent Owner shall pay to the Association a late charge of Fifty Dollars ($50.00) for the first month delinquent, Seventy-Five Dollars ($75.00) for the second month delinquent, One Hundred Dollars ($100.00) for the third month delinquent and One Hundred Fifty Dollars ($150.00) for each subsequent month or portion thereof that said amount remains delinquent, said late charge to cover the Association's administrative costs in monitoring and collecting such amount. The Association may bring an action at law or in equity against the Owner personally obligated to pay the same, or foreclose the lien against the respective Single Family Unit and interest, late charges, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. Each Owner, by his acceptance of a deed to a Single Family Unit, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner

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personally for the collection of such charges as a debt, and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien on real property.

6.8 The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed on the Single Family Units and recorded prior to the due date of the delinquent assessment provided, however, that such prior recorded mortgage shall be subject to the lien of all unpaid assessments with respect to such Single Family Unit which became due and payable subsequent to the date the holder of said mortgage takes possession of the Single Family Unit, accepts a conveyance of any interest in the Single Family Unit or has a receiver appointed in a suit to foreclose his lien. The lien of the assessments shall not be affected by the sale or transfer of the corresponding Single Family Unit unless the sale or transfer is pursuant to the foreclosure of the first mortgage thereon. In such a case, the transfer of title pursuant to the foreclosure shall extinguish the lien. However, neither the personal obligation of the transferor, if any, nor the resulting pro rata share of the burden of such non-payment or non-enforcement, imposed through a subsequent assessment, shall be affected.

6.9 With regard to any Single Family Units and to which title has not been conveyed by Declarant, the assessment respecting any such Single Family Unit shall be limited to the aggregate amount of actual operating expenses from time to time required to be paid with respect to such Single Family Unit which Declarant may pay directly; provided, however, that in the event Declarant enters into a lease or installment contract for any Single Family Unit, then Declarant shall, as of the first day of such lease or contract, be responsible for the payment of all assessments on those Single Family Units on the same basis as any other Owner as provided in this Article. Actual operating expenses shall mean those ordinary expenses attributable only to the period in question covering the maintenance and operation of the Property and shall not include capital expenditures, amounts set aside as a reserve for contingencies or replacements, repair items or inventory items to the extent attributable to subsequent periods. The Declarant hereby agrees to satisfy any deficit or shortage in the Association's operating budget for any period in which the Declarant has paid reduced assessments pursuant to this Section 6.9; provided, however, that the Declarant's liability hereunder shall not exceed the amount by which the Declarant's assessments have been reduced below the assessments of each other Owner by reason of this Section 6.9. Until such time as the Transfer Date has occurred, amounts due from the Declarant may be paid on a monthly basis or, at its option, paid to the Association at the close of each calendar year without interest.

ARTICLE 7

INSURANCE

7.1 **Liability and "All Risk" Insurance**. The Association shall be responsible for procuring and maintaining comprehensive public liability insurance, including liability for injuries to and death of persons, in an amount not less than One Million Dollars ($1,000,000.00) per occurrence and property damage in such limits as it shall deem desirable, and other liability insurance as it may deem desirable, insuring the Association from liability in connection with the ownership and/or use of the Common Area. In addition, the Association shall be further responsible for maintaining such policies of insurance for the improvements from time to time located in the

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Common Area against loss or damage by fire and such other hazards contained in a customary "all risk" policy provided that such policies shall (i) state that such policies may not be cancelled or substantially modified without at least thirty (30) days written notice to the Association; and (ii) provide for coverage in the amount of one hundred percent (100%) of current full replacement value of said improvements. The aforesaid liability insurance policies shall also name as insureds the Directors, agents, officers, employees, and all Owners.

7.2 **Fidelity Insurance**. The Association shall be responsible for procuring and maintaining a fidelity bond insuring the Association and its Board and the Owners against loss of funds as a result of the fraudulent or dishonest acts of any employee of the Association or its management agents, if any, or of any other person handling the funds of the Association or its Board or the Owners, in such amounts as the Board shall deem necessary, but not less than 150% of the annual operating expenses of the Association, including amounts collected for reserves. Such bonds shall contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of "employee" or similar expression. Such bonds shall provide that they may not be cancelled for non-payment of any premiums or otherwise substantially modified without thirty (30) days prior written notice to the Association.

7.3 **Other Insurance**. The Association may also obtain such other kinds of insurance as the Board shall from time to time deem prudent or necessary, in such amounts as shall be deemed to be desirable, including, but not limited to, the following: flood risk; Directors and Officers Liability; Workman's Compensation and Employer Liability; and Non-Owned or Hired Automobile Insurance.

ARTICLE 8

INTERIM PROCEDURE

8.1 Until each of the various Single Family Units shall have been conveyed by the Declarant to the first Owner thereof (or to such Owner's nominee), the Developer, with respect to each such unsold Single Family Unit and as specified herein, shall have all the rights granted to and obligations imposed upon the Owners except as set forth in Section 6.3.

8.2 Until the initial meeting of the Members, the Declarant (or its beneficiary or designees) may appoint the Board which shall have the same powers and authority as given to the Board generally.

8.3 The powers granted to the Developer by Section 8.2 hereof shall include, without limitation, the power to assess upon and collect from the individual Owners, their respective proportionate shares of the funds required for the carrying out of all the duties and obligations of the Association.

ARTICLE 9

RESTRICTIONS RELATING TO PROPERTY

9.1

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(1) The Owners shall comply with all applicable ordinances (including the Ordinance approving the Residential Planned Unit Development), codes and regulations of the Village in connection with the use of any Single Family Unit.

(2) All buildings or structures on the Property shall be of new construction.

9.2 Each Single Family Unit conveyed shall be designated by a separate single family unit number as set forth on the Plat of Planned Unit Development and shall constitute a freehold estate subject to the terms, conditions and provisions hereof.

9.3 The Single Family Units shall be used only for residential purposes, as a private residence, and no professional business or commercial use shall be made of the same, or any portion thereof or resident's use of a Single Family Unit endanger the health or disturb the reasonable enjoyment of any other Owner or resident, except as provided in Sections 4.1(2) and 9.6 herein and provided further, that the Single Family Unit restrictions contained in this Section shall not be construed in such a Manner as to prohibit an Owner from (a) maintaining his personal professional library therein; (b) keeping his personal, business or professional records or accounts therein; or (c) handling his personal, business or professional telephone calls or correspondence therefrom.

9.4 Except as hereinafter provided in Section 9.6 hereof, no structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used as a residence at any time, either temporarily or permanently.

9.5 No advertising sign (except one "For Rent" or "For Sale" sign of not more than five (5) square feet per Single Family Unit), billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on the Single Family Unit except as provided in Section 9.6 hereof. Any sign shall be in compliance with all applicable Village ordinances.

9.6 The covenants contained in this Article 9 shall not apply to the activities of the Association. The Developer may maintain, while engaged in construction and sales activities, in or upon such portions of the Property as Developer determines, such temporary facilities as in its sole discretion may be necessary or convenient, including, but without limitation, offices, storage areas, temporary toilets, model units, signs and construction and storage trailers.

9.7 No animals, livestock or poultry of any kind shall be raised, bred, or kept on the Property, except dogs, cats or other common household pets (not to exceed a total of two (2) pets) which may be kept on any Single Family Unit, provided, that they are not kept, bred, or maintained for any commercial purposes.

9.8 All rubbish, trash, recycling or garbage shall be kept in the garage so as not to be seen from neighboring Single Family Units and streets, and shall be moved to the street only on the day scheduled for pick-up and shall be returned to the garage within twenty-four (24) hours after pick-up. Garbage shall regularly be removed from the Property, and shall not be allowed to accumulate thereon.

9.9 Drying of clothes shall be confined to the interior of the Residential Dwelling Units.

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9.10 Without prior written authorization of the Board, no television, radio or ham radio antennas, or of any other sort shall be placed, allowed or maintained on the exterior of any Single Family Unit or any portion of the exterior of the improvements located on the Property, nor upon any structure situated upon the Property. Satellite dishes may be installed in accordance with FCC Regulations, subject to the permitted rules governing the placement, screening, color of the dishes and size as enacted by the Association in accordance with FCC Regulations.

9.11 An Owner shall do no act nor any work that will impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other properties or their owners.

9.12 There shall be no change in any exterior color of any Single Family Unit from the color scheme in place at the time of the initial conveyance of the Single Family Unit from Declarant without the prior written approval of the Association.

9.13 There shall be no fences, screened porches, patios, decks, sheds, outbuildings, swingsets or similar improvements commenced, erected, or maintained upon any Single Family Unit, other than those constructed by the Developer, if any, without an Owner first obtaining the prior written approval of the Association and thereafter (but only thereafter) seeking and obtaining, as required, the issuance of any appropriate permit or variation from the Village. No such improvements, other than those constructed by the Developer, if any, shall encroach upon any portion of the Common Area without the express prior written consent of the Association except as otherwise provided herein. No fencing shall be allowed except for the perimeter fencing shown on Exhibit B other than privacy screening for patios and decks pursuant to the Village fence code.

9.14 No nuisance, noxious or offensive activity shall be carried on the Property nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the Owners or Occupants.

9.15 Each Single Family Unit (but not the interior of the Residential Dwelling Unit) is hereby declared to be subject to an easement and right to and in favor of the Association and Village and each and all of its employees, agents and instrumentalities to go upon such Single Family Unit for reasonable inspection thereof from time to time and for the purpose of carrying out any and all of the obligations and functions with respect to such Single Family Unit (but not the interior of the Residential Dwelling Unit) and the Single Family Unit located thereon as are herein imposed upon or permitted to the Association. Each Single Family Unit is further declared to be subject to an easement in favor of any adjoining Single Family Unit to the extent and only to the extent necessary to permit the maintenance, supply, repair, and servicing of utility services to the various Single Family Units located thereon, if any.

9.16 The Owner of each Single Family Unit shall from time to time grant such additional easements and rights over, across, on, under and upon his Single Family Unit as may be reasonably necessary in connection with the supply of any of the utilities described in Article 4 hereof to any part of the Property.

9.17 The Board may adopt such other rules and regulations from time to time governing the use and enjoyment of the Common Area and the use of the Single Family Units as the Board, in its sole discretion, deems appropriate or necessary.

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9.18 Subject to applicable Village ordinances, parking areas and driveways shall be used for parking operable automobiles and private vans only and shall not be used for campers, recreational vehicles, trucks, buses, motorcycles, trailers, commercial vans, snowmobiles, boats, vehicles with lettering or signs or for any other purpose. The Board may authorize such vehicles parked in violation of this provision to be towed away and any such towing charge shall become a lien upon the Single Family Unit of the owner of the vehicle in the same manner as provided in Article 6 hereof for nonpayment of maintenance assessments. All parking areas located in the Common Area and not serving exclusively a Single Family Unit shall be restricted to guest parking only by the posting of appropriate signage.

9.19 The Common Area is hereby subjected to a permanent easement appurtenant to any adjoining Single Family Unit and any adjoining portion of the Common Area, as applicable, to permit the construction, existence, maintenance, repair and restoration of structures located on such adjoining portion of the Common Area, including roof structures which overhang and encroach upon the Common Area provided that the construction of such structure is permitted and approved as elsewhere herein provided. The owner of the dominant tenement shall have the right, at all reasonable times, to enter the easement area in order to maintain, repair and restore any improvements located on the dominant tenement; provided, however, that such entry shall be allowed only during daylight hours and with the prior knowledge of the owner of the servient tenement. In case of emergency, such right of entry shall be immediate, not restricted as to time and not be conditioned upon prior knowledge of the owner of the servient tenement. The owner of the servient tenement shall not place any improvement, material or obstacle in or over the easement area on the servient tenement which would unreasonably interfere with the rights of the owner of the dominant tenement granted by this Section 9.19. Any such improvement, material or obstacle shall be promptly removed by the owner of the servient tenement at that owner's expense when requested by the owner of the dominant tenement or Declarant notwithstanding any lapse of time since such improvements, material or other obstacle was placed in or over the easement area.

9.20 No building, wall or other structure or landscaping shall be commenced, erected or maintained upon the Property except such as are installed or approved by the Developer in connection with the initial construction of the Single Family Units upon the Property, nor shall any exterior addition to or change or alteration or, in the event of a casualty loss, any restoration made to the exterior portion of any Single Family Unit, therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same, and the grading plan and landscape plan shall have been submitted in writing as to harmony of external design and location in relation to surrounding structures and topography to an architectural committee of three (3) or more persons appointed by the Board which committee shall refer their recommendation to the Board for the Board's approval. In the event the Board fails to approve or disapprove such design and location within forty (40) days after said plans and specifications have been submitted to it; or in the event no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, express approval will not be required and the terms and conditions contained in this Section 9.20 shall be deemed to have been fully complied with. Any work performed in accordance with this Section 9.20 shall be undertaken only upon the issuance of any appropriate permit by the Village.

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9.21 Until such time as title to any Single Family Unit is conveyed to a bona fide purchaser, the Declarant reserves the right to lease such Single Family Units upon such terms and conditions as the Declarant may, in its sole discretion, approve.

ARTICLE 10

MISCELLANEOUS

10.1 The Association, the Village or any Owner, their successors or assigns, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, easements, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Any Owner found to be in violation by a court of competent jurisdiction of any of the foregoing shall also be liable for reasonable attorneys' fees incurred by the Association or the Village in prosecuting such action. The amount of such attorneys' fees together with court costs, if unpaid, shall constitute an additional lien against the defaulting Owner's lot, enforceable as other liens herein established. Failure by the Association, the Village or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association shall use its best efforts to assist the Village in connection with the enforcement of any provisions hereunder, the violation of which shall also be considered a violation of any applicable Village ordinance.

10.2 Invalidation of any of these covenants or restrictions by judgment or order shall in no way affect any other provisions which shall remain in full force and effect.

10.3 The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, the Village, the Owner of any Single Family Unit subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, subject to amendment as hereinafter set forth. The covenants and restrictions of this Declaration may be amended during the first fifty (50) year period or within any successive ten (10) year period by an instrument signed by those Members (Class A and Class B) entitled to cast seventy-five percent (75%) of the total votes as provided in Article 3, Section 3.1 hereof and then properly recorded; provided, however, that, except as set forth in Section 10.17(iv) below, no Material Amendment to this Declaration, the By-Laws or the Association's articles of incorporation shall be effective unless approval thereof is obtained from Eligible Mortgage Holders representing at least fifty-one percent (51%) of the Single Family Units and Single Family Units that are subject to mortgages held by Eligible Mortgage Holders and no amendment may affect the rights of the Village without first obtaining the consent of the Village. These covenants and restrictions may also be cancelled or amended by an instrument signed by sixty percent (60%) of Owners executed and recorded within ninety (90) days of the expiration of any successive ten (10) year period, such cancellation or amendment to be effective on the date of commencement of the ten (10) year period in question; provided, however, that no termination or alteration of the legal status of the Association or the Property for reasons other than substantial destruction or condemnation of the Property shall be effective unless approval thereof is obtained from Eligible Mortgage Holders representing at least sixty-seven percent (67%) of the Single Family Units that are subject to mortgages held by Eligible Mortgage Holders. Any instrument executed pursuant to the provisions contained in this Section

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10.3 shall be filed for record in the Recorder's Office and a true, complete copy of such instrument promptly shall be transmitted to each Owner.

10.4 If and to the extent that any of the covenants would otherwise be unlawful or void for violation of (a) the rule against perpetuities, (b) the rule restricting restraints on alienation, or (c) any other applicable statute or common law rule analogous thereto or otherwise imposing limitations upon the time for which such covenants may be valid, then the provision concerned shall continue and endure only after the expiration of a period of twenty-one (21) years after the death of the last to survive of the class of persons consisting of all of the lawful descendants of E. L. Doctorow, American author, and Michael Keller Ditka, former coach of the Chicago Bears football team, living at the date of this Declaration.

10.5 Any notices required under the provisions of this Declaration to be sent to any member, Owner, or to any holder, insurer or guarantor of a first mortgage secured by any portion of the Property shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of such Member, Owner or holder, insurer or guarantor as it appears on the records of the Association at the time of such mailing.

10.6 If at any time or times the Board shall deem it necessary or advisable to rerecord this Declaration or any part hereof in the Recorder's Office in order to avoid the expiration hereof or of any of the covenants, easements, agreements or other provisions herein contained under any of the provisions of any applicable law or statute, they shall submit the matter to a meeting of the Members called upon not less than ten (10) days notice, and unless at such meeting at least two-thirds (2/3) of Members shall vote against such re-recording, the Association shall have, and is hereby granted, power to so re-record this Declaration or such part thereof, and such re-recording shall be binding upon all Owners of any part of the Property in every way and with all the full force and effect as though such action were taken by each of said Owners and the re-recorded document executed and acknowledged by each of them.

10.7 All the easements, rights, covenants, agreements, reservations, restrictions and conditions herein contained shall run with the land and shall inure to the benefit of and be binding upon Declarant and each subsequent holder of any interest in any portion of the Property and their grantees, heirs, successors, personal representatives and assigns with the same full force and effect for all purposes as though set forth at length in each and every conveyance of the Property or any part thereof. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and covenants herein described shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees or trustees of such parcels as fully and completely as though said easements and covenants were fully recited and set forth in their entirety in such documents.

10.8 In amplification of and in addition to the provisions contained in Article 6, Section 6.6, in the event of any default of any Owner, the Association, all other Owners and the Village may and shall have all rights and remedies as shall otherwise be provided or permitted by law or in equity.

10.9 In the event that any part of any Single Family Unit (including any service walk or driveway appurtenant thereto) encroaches or shall hereafter encroach upon any part of the Common Area by no more than six (6) inches, valid easements for the maintenance of such encroachments are hereby established and shall exist so long as all or any part of the same shall remain standing;

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provided, however, that in no event shall a valid easement for any encroachment be created in favor of any Owner if such encroachment or use is detrimental to or interferes with the reasonable use and enjoyment by the other Owners of the Common Area or if it occurred due to the willful conduct of any Owner.

10.10 Declarant reserves to itself the right to re-record the Plat of Subdivision to correct any inaccuracies, errors or mistakes contained therein, subject to the prior review and approval of the Village.

10.11 Any aggrieved Owner may enforce the provisions of this Declaration, the By-Laws, or any rules and regulations promulgated by the Board, by an action at law or in equity against the defaulting Owner (or occupant of his Single Family Unit).

10.12 No Owner shall lease or rent his or her Single Family Unit for a term less than thirty (30) days. Every lease of a Single Family Unit shall be in writing and shall be made expressly subject to the requirements, rights, covenants, conditions, restrictions and easements of this Declaration and of the By-Laws.

10.13 The following provisions are intended for the benefit of each Eligible Mortgage Holder and to the extent, if at all, that any other provisions of this Declaration conflict with the following provisions, the provisions of this Section 10.13 shall control:

(1) upon request in writing to the Association identifying the name and address of the Eligible Mortgage Holder or the insurer or guarantor of a recorded first mortgage or trust deed on a Single Family Unit ("Insurer or Guarantor") and the unit number, the Association shall furnish each Eligible Mortgage Holder, Insurer or Guarantor a written notice of the default of any Owner's obligations under this Declaration which is not cured within thirty (30) days. Any Eligible Mortgage Holder of a Single Family Unit who comes into possession of the said Single Family Unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure shall, to the extent permitted by law, take such property free of any claims for unpaid assessments or charges in favor of the Association against the mortgaged Single Family Unit which become due prior to (i) the date of the transfer of title or (ii) the date on which the holder comes into possession of the Single Family Unit, whichever occurs first.

(2) Upon request in writing, each Eligible Mortgage Holder, Insurer or Guarantor shall have the right:

(1) to examine current copies of this Declaration, the By-Laws, rules and regulations and the books and records of the Association during normal business hours;

(2) to receive, without charge and within a reasonable time after such request, an audited financial statement prepared by the Association at the end of each of its respective fiscal years;

(3) to receive written notices of all meetings of the Association and to designate a representative to attend all such meetings;

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(4) to receive written notice of any decision by the Association or Owners to make a Material Amendment to the Declaration, By-Laws or the articles of incorporation of the Association;

(5) to receive written notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(6) to receive written notice of any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders; and

(7) to receive written notice of any condemnation or casualty loss that affects either a material portion of the Property or the Single Family Unit on which it holds, insures or guarantees the mortgage.

(3) No provision of this Declaration, the By-Laws or the articles of incorporation of the Association or any similar instrument pertaining to the Property or the Single Family Units therein shall be deemed to give an Owner or any other party priority over the rights of the Eligible Mortgage Holders pursuant to their mortgages in the case of distribution to Owners of insurance proceeds or condemnation awards for losses to or a taking of the Single Family Units, and/or the Common Area, or any portion thereof or interest therein. In such event, the Eligible Mortgage Holders, Insurers or Guarantors of the Single Family Units affected shall be entitled, upon specific written request, to timely written notice of any such loss.

(4) Upon specific written request to the Association, each Eligible Mortgage Holder, Insurer or Guarantor of a Single Family Unit shall be furnished notice in writing by the Association of any damage to or destruction or taking of the Common Area if such damage or destruction or taking exceeds Ten Thousand Dollars ($10,000.00), or if damages shall occur to a Single Family Unit in excess of One Thousand Dollars ($1,000.00), notice of such event shall also be given.

(5) If any Single Family Unit or portion thereof or the Common Area or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the Eligible Mortgage Holder, Insurer or Guarantor of said Single Family Unit will be entitled to timely written notice, upon specific written request, of any such proceeding or proposed acquisition and no provisions of any document will entitle the owner of a Single Family Unit or other party to priority over such Eligible Mortgage Holder with respect to the distribution to such Single Family Unit of the proceeds of any award or settlement.

10.14 The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a first class detached single-family housing development.

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10.15 If all or any part of the Common Area only shall be taken through condemnation by any governmental authority having power so to do, the net proceeds of such taking shall be paid to and retained by the then owner of the Common Area subject, however, to the rights of the holders of first mortgage liens on the Single Family Units. If any part of the Property, including one or more Single Family Units shall be taken by one or more concurrent condemnation proceedings, the entire net proceeds of such taking or takings, including (without limitation) all proceeds received on account of such taking of any part of the Common Area, shall be divided equitably among, and retained by, the Owners of the Single Family Units wholly or partially taken in such condemnation proceedings, subject to the rights of the holders of first mortgage liens on the Single Family Units. If the effect of such condemnation shall be to isolate any part of the Property from the remainder of the Property, and if no residential structures shall then have been constructed or be situated within the portion of the Property so isolated, then all the Single Family Units lying wholly or partly within the portion of the Property so isolated shall be deemed to have been and shall be removed from and released from all of the terms and provisions of this Declaration and this Declaration shall be of no further force or effect with respect thereto. For purposes of this Section 10.15, the term "condemnation" shall include also any sale under threat of condemnation to any governmental authority having condemnation power.

10.16 Upon any dissolution of the Association, its assets shall be transferred to another homeowner's association having similar purposes.

10.17 Declarant reserves the right and power, to be exercised without the consent of any Owner or his Eligible Mortgage Holder, to record a special amendment ("Special Amendment") to this Declaration and to the Plat of Subdivision at any time and from time to time which causes this Declaration or the Plat of Subdivision (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran's Administration, or any other governmental agency or any other public, quasi-public, or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering Single Family Unit, (iii) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto, or (iv) notwithstanding that such change or modification could otherwise be considered a Material Amendment, to change or modify any of the terms or conditions of this Declaration and the Plat of Subdivision based upon Declarant's determination, made in good faith, that such change or modification is in the best interests of the Premises and is consistent with the intent and purposes of this Declaration and the Plat of Subdivision. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to vote in favor of, make, or consent to a Special Amendment on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Single Family Unit, and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of the Declarant to vote in favor of, make, execute and record Special Amendments. The right of the Declarant to act pursuant to rights reserved or granted under this Section 10.17 shall terminate at such time as the Declarant no longer holds or controls title to any Single Family Unit.

10.18 Each Owner shall notify the Association of the name and address of the Eligible Mortgage Holder relating to his respective Single Family Unit.

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10.19 Notwithstanding anything to the contrary contained in the Declaration (including, without limitation, Section 10.17(iv)), neither the Declarant nor the Association shall make any change or modification to this Declaration without the express prior written consent of the Village which amends the terms and provisions concerning: (i) the Village's right of entry onto and maintenance of the Property and its right to place liens thereon as provided in Section 4.4 above; (ii) the obligation of Declarant or the Association to own and maintain the non-dedicated portions of any storm water management facilities and drainage systems located on the Property; (iii) the obligation of the Association approval prior to seeking and obtaining the issuance of any appropriate permits or variations from the Village as set forth in Section 9.13 above; (iv) the obligation that Owners comply with all applicable ordinances, codes and regulations of the Village; and (v) the obligations of the Association as set forth in Section 4.4 and Section 4.12.

IN WITNESS WHEREOF, the said Declarant as aforesaid, and not individually, has caused its corporate seal to be affixed hereunto and has caused its name to be signed to these presents by its President and attested by its Secretary, this 1 day of MARCH, 2006

ATTEST:

By: _____
Its: Secretary

FIDELITY WES OF FAIRVIEW ESTATES, INC., an Illinois corporation

By: _____
Its: Pres.

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Joshua D. Ackerman a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Michael Demar the President and Greg Summers the Secretary thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President & Secretary 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 Corporation, for the uses and purposes therein set forth; and the said Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said Corporation, did affix the said corporate seal of said Corporation to said instrument as his own free and voluntary act, and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 1st day of March 2006.

My Commission Expires 11/26/06

_____
Notary Public

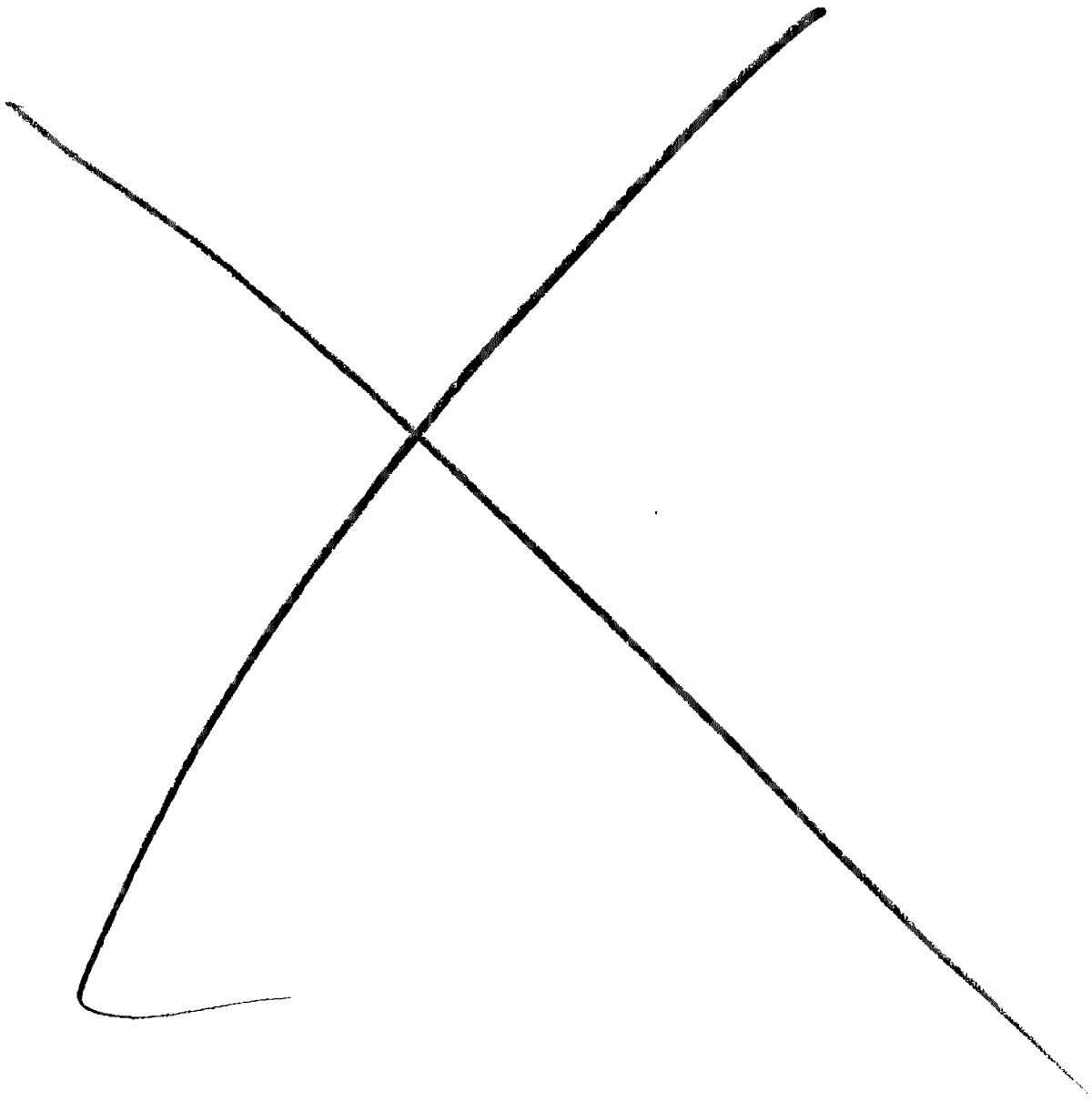
"OFFICIAL SEAL"
JOSHUA D. ACKERMAN
NOTARY PUBLIC STATE OF ILLINOIS
COMMISSION EXPIRES 11/26/06

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EXHIBIT A

THE PROPERTY

LOTS 1 AND 2 OF THE FAIRVIEW ESTATES SUBDIVISION, BEING THAT PART OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINICIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS RECORDED JULY 22, 2005 AS DOCUMENT 5821192



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EXHIBIT B

THE COMMON AREA

FAIRVIEW ESTATES - RETENTION PARCEL

THAT PART OF LOT 2 IN FAIRVIEW ESTATES; BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 2005 AS DOCUMENT NUMBER 5821192, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID FAIRVIEW ESTATES SUBDIVISION; THENCE SOUTH 89 DEGREES 36 MINUTES 56 SECONDS WEST, ALONG THE SOUTH LINE OF SAID FAIRVIEW ESTATES SUBDIVISION, A DISTANCE OF 13.00 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 15 SECONDS EAST, A DISTANCE OF 139.11 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE NORTHWESTERLY ALONG A CURVED LINE CONCAVED SOUTHWESTERLY HAVING A RADIUS OF 130.00 FEET, AN ARC DISTANCE OF 96.88 FEET (CHORD BEARS NORTH 21 DEGREES 33 MINUTES 13 SECODNDS WEST, A DISTANCE OF 94.65 FEET) TO A POINT OF TANGENCY IN SAID LINE; THENCE NORTH 42 DEGREES 44 MINUTES 10 SECONDS WEST, A DISTANCE OF 5.00 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE NORTHWESTERLY ALONG A CURVED LINE CONCAVED SOUTHWESTERLY HAVING A RADIUS OF 92.00 FEET, AN ARC DISTANCE OF 29.37 FEET (CHORD BEARS NORTH 51 DEGREES 52 MINUTES 53 SECONDS WEST, A DISTANCE OF 29.24 FEET) TO A POINT OF TANGENCY IN SAID LINE; THENCE NORTH 61 DEGREES 01 MINUTES 36 SECONDS WEST, A DISTANCE OF 75.91 FEET; THENCE SOUTHWESTERLY ALONG A CURVED LINE CONCAVED NORTHWESTERLY HAVING A RADIUS OF 200.00 FEET, AN ARC DISTANCE OF 51.44 FEET (CHORD BEARS SOUTH 14 DEGREES 40 MINUTES 16 SECONDS WEST, A DISTANCE OF 51.29 FEET) TO A POINT OF TANGENCY IN SAID LINE; THENCE SOUTH 22 DEGREES 02 MINUTES 20 SECONDS WEST, A DISTANCE OF 41.82 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE SOUTHWESTERLY ALONG A CURVED LINE CONCAVED SOUTHEASTERLY HAVING A RADIUS OF 80.00 FEET, AN ARC DISTANCE OF 15.74 FEET (CHORD BEARS SOUTH 16 DEGREES 24 MINUTES 12 SECONDS WEST, A DISTANCE OF 15.71 FEET) TO A POINT ON THE NORTH RIGHT OF WAY LINE OF MARY BELLE CIRCLE; THENCE WESTERLY ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID MARY BELLE CIRCLE BEING A CURVED LINE CONCAVED SOUTHERLY HAVING A RADIUS OF 55.00 FEET, AN ARC DISTANCE OF 10.64 FEET (CHORD BEARS SOUTH 80 DEGREES 51 MINUTES 30 SECONDS WEST, A DISTANCE OF 10.63 FEET); THENCE NORTH 10 DEGREES 37 MINUTES 25 SECONDS EAST, A DISTANCE OF 3.39 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE NORTHEASTERLY ALONG A CURVED LINE CONCAVED SOUTHEASTERLY HAVING A RADIUS OF 90.00 FEET, AN ARC DISTANCE OF 17.93 FEET (CHORD BEARS NORTH 16 DEGREES 19 MINUTES 52 SECONDS EAST, A DISTANCE OF 17.90 FEET) TO A POINT OF TANGENCY IN SAID LINE; THENCE NORTH 22 DEGREES 02 MINUTES 20 SECONDS EAST, A DISTANCE OF 41.82 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE NORTHEASTERLY ALONG A CURVED LINE CONCAVED NORTHWESTERLY HAVING A RADIUS OF 190.00 FEET, AN ARC DISTANCE OF 35.81 FEET (CHORD BEARS NORTH 16 DEGREES 38 MINUTES 22 SECONDS EAST, A DISTANCE OF 35.76 FEET) TO A POINT OF TANGENCY IN SAID LINE; THENCE NORTH 11 DEGREES 14 MINUTES 24 SECONDS EAST, A DISTANCE OF 17.14 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE NORTHEASTERLY ALONG A CURVED LINE CONCAVED SOUTHEASTERLY HAVING A RADIUS OF 150.00 FEET, AN ARC DISTANCE OF 27.47 FEET

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(CHORD NORTH 16 DEGREES 29 MINUTES 11 SECONDS EAST, A DISTANCE OF 27.43 FEET) TO A POINT OF TANGENCY IN SAID LINE; THENCE NORTH 21 DEGREES 43 MINUTES 58 SECONDS EAST, A DISTANCE OF 102.15 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE NORTHEASTERLY ALONG A CURVED LINE CONCAVED NORTHWESTERLY HAVING A RADIUS OF 398.00 FEET, AN ARC DISTANCE OF 125.63 FEET (CHORD BEARS NORTH 12 DEGREES 41 MINUTES 24 SECONDS EAST, A DISTANCE OF 125.11 FEET) TO A POINT OF REVERSE CURVATURE IN SAID LINE; THENCE NORTHEASTERLY ALONG A CURVED LINE CONCAVED SOUTHEASTELRY HAVING A RADIUS OF 90.00 FEET, AN ARC DISTANCE OF 36.62 FEET (CHORD BEARS NORTH 15 DEGREES 18 MINUTES 14 SECONDS EAST, A DISTANCE OF 36.37 FEET) TO A POINT OF REVERSE CURVATURE IN SAID LINE; THENCE NORTHEASTELRY ALONG A CURVED LINE CONCAVED NORTHWESTERLY HAVING A RADIUS OF 65.00 FEET, AN ARC DISTANCE OF 30.99 FEET (CHORD BEARS NORTH 13 DEGREES 18 MINUTES 11 SECONDS EAST, A DISTANCE OF 30.69 FEET) TO A POINT OF TANGENCY IN SAID LINE; THENCE NORTH 00 DEGREES 21 MINUTES 15 SECONDS WEST, A DISTANCE OF 10.47 FEET TO THE SOUTH RIGHT OF WAY LINE OF PAULINE AVENUE; THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS EAST, ALONG THE SOUTH RIGHT OF WAY LINE OF SAID PAULINE AVENUE, A DISTANCE OF 59.01 FEET TO THE EAST LINE OF SAID FAIRVIEW ESTATES; THENCE SOUTH 00 DEGREES 02 MINUTES 15 SECONDS EAST, ALONG THE EAST LINE OF SAID FAIRVIEW ESTATES, A DISTANCE OF 609.98 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

FAIRVIEW ESTATES - FENCE PARCEL

THAT PART OF LOT 1 IN FAIRVIEW ESTATES; BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 2005 AS DOCUMENT NUMBER 5821192, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID FAIRVIEW ESTATES SUBDIVISION; THENCE SOUTH 89 DEGREES 36 MINUTES 56 SECONDS WEST, ALONG THE SOUTH LINE OF SAID FAIRVIEW ESTATES SUBDIVISION, A DISTANCE OF 519.18 FEET TO THE POINT OF BEGINNING OF THE SITE INTENDED TO BE DESCRIBED; THENCE CONTINUING SOUTH 89 DEGREES 36 MINUTES 56 SECONDS WEST, ALONG THE SOUTH LINE OF SAID FAIRVIEW ESTATES SUBDIVISION, A DISTANCE OF 26.15 FEET; THENCE NORTH 16 DEGREES 40 MINUTES 10 SECONDS EAST, 65.00 FEET SOUTHEASTELRY OF AND PARALLEL WITH THE CENTERLINE OF WEILAND ROAD, A DISTANCE OF 601.24 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE NORTHEASTERLY ALONG A CURVED LINE CONCAVED SOUTHEASTELRY HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 52.36 FEET (CHORD BEARS NORTH 46 DEGREES 40 MINUTES 10 SECONDS EAST, A DISTANCE OF 50.00 FEET); THENCE SOUTH 16 DEGREES 40 MINUTES 10 SECONDS WEST, 90.00 FEET SOUTHEASTERLY OF AND PARALLEL WITH THE CENTERLINE OF SAID WEILAND ROAD, A DISTANCE OF 636.87 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

FAIRVIEW ESTATES - RECREATION PARCEL

THAT PART OF LOT 2 IN FAIRVIEW ESTATES; BEING A SUBDIVISION OF THE WEST HALF

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OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 2005 AS DOCUMENT NUMBER 5821192, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID FAIRVIEW ESTATES SUBDIVISION; THENCE SOUTH 89 DEGREES 36 MINUTES 56 SECONDS WEST, ALONG THE SOUTH LINE OF SAID FAIRVIEW ESTATES SUBDIVISION, A DISTANCE OF 123.00 FEET TO THE POINT OF BEGINNING OF THE SITE INTENDED TO BE DESCRIBED; THENCE CONTINUING SOUTH 89 DEGREES 36 MINUTES 56 SECONDS WEST, ALONG THE SOUTH LINE OF SAID FAIRVIEW ESTATES, A DISTANCE OF 82.38 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 15 SECONDS WEST, A DISTANCE OF 72.09 FEET; THENCE NORTH 32 DEGREES 14 MINUTES 13 SECONDS EAST, A DISTANCE OF 12.00 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF MARY BELLE CIRCLE; THENCE EASTERLY ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID MARY BELLE CIRCLE, BEING A CURVED LINE CONCAVED NORTHELRY HAVING A RADIUS 55.00 FEET, AN ARC DISTANCE OF 50.30 FEET (CHORD BEARS SOUTH 83 DEGREES 57 MINUTES 55 SECONDS EAST, A DISTANCE OF 48.57 FEET); THENCE SOUTH 20 DEGREES 10 MINUTES 03 SECONDS EAST, A DISTANCE OF 81.58 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

EXHIBIT C

BY-LAWS OF FAIRVIEW ESTATES OF BUFFALO GROVE HOMEOWNERS ASSOCIATION

ARTICLE I

As stated in its Articles of Incorporation, the purposes of the corporation shall be to maintain, operate and manage a private residential subdivision and the improvements and common property located within said subdivision, all in Lake County, Illinois.

ARTICLE II

OFFICES

The corporation shall continuously maintain in the State of Illinois a registered office and a registered agent whose business office is identical with such registered office, and may have other offices within or without the state.

ARTICLE III

MEMBERS

SECTION 1 **MEMBERSHIP**. Every Owner of a Lot shall be a member of the Association without the right of withdrawal. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of such Lot shall be the sole qualification for membership.

SECTION 2 **VOTING RIGHTS**. Except as provided in that certain Fairview Estates of Buffalo Grove Declaration of Covenants, Conditions, Restrictions and Easements dated 11/10, 2006 (the "Declaration"), each Owner shall be entitled to one (1) vote for each Lot owned. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot except as otherwise provided in the Declaration.

SECTION 3 **TERMINATION OF MEMBERSHIP**. Upon the sale or transfer of a Lot, or the termination of a beneficial interest in any trust holding title to a lot, membership in the Association is terminated.

SECTION 4 **TRANSFER OF MEMBERSHIP**. Membership in this Association is not transferable or assignable from the transfer of title or the beneficial ownership of the trust holding title to the Lot.

ARTICLE IV

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MEETINGS OF MEMBERS

SECTION 1 **ANNUAL MEETING**. An annual meeting of the members shall be held on the third Monday of October of each year, beginning with the year 2006 for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If such day be a legal holiday, the meeting shall be held the next succeeding business day.

SECTION 2 **SPECIAL MEETING**. Special meetings of the members may be called either by the president, the Board of Directors, or not less than one-fourth of the members having voting rights.

SECTION 3 **PLACE OF MEETING**. The Board of Directors may designate any place within the Village of Buffalo Grove as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors. If no designation is made or if a special meeting be otherwise called, the place of meeting shall be the registered office of the corporation in the State of Illinois.

SECTION 4 **NOTICE OF MEETINGS**. Written notice stating the place, date, and hour of any meeting of member shall be delivered to each member entitled to vote at such meeting not less than five nor more than forty days before the date of such meeting. In case of a special meeting or when required by statute or by these by-laws, the purpose for which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed delivered when deposited in the United States mail addressed to the member at his address as it appears on the records of the corporation, with postage thereon prepaid.

SECTION 5 **INFORMAL ACTION BY MEMBERS**. Any action required to be taken at a meeting of the members of the corporation, or any other action which may be taken at a meeting of members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all members entitled to vote with respect to the subject matter thereof.

SECTION 6 **QUORUM**. The members holding one-fourth of the votes which may be cast at a meeting, either in person or by proxy, shall constitute a quorum at such meeting. If a quorum is not present at any meeting of members, a majority of the members present may adjourn the meeting at any time without further notice. At any adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the original meeting; withdrawal of members from any meeting shall not cause failure of a duly constituted quorum at that meeting.

SECTION 7 **PROXIES**. Each member entitled to vote at a meeting of members or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for him by proxy, but no such proxy shall be voted or acted upon after eleven months from its date, unless the proxy provided for a longer period.

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ARTICLE V

BOARD OF DIRECTORS

SECTION 1 **GENERAL POWERS**. The business of the corporation shall be managed by or under the direction of its Board of Directors.

SECTION 2 **NUMBER, TENURE AND QUALIFICATIONS**. Except as otherwise set forth in the Declaration, the number of directors of the corporation shall be five (5) and shall serve until such time as the first annual meeting of the members. Each director shall hold office until the next annual meeting of members and until his successors shall have been elected and qualified.

Section 2.1 **Qualifications of Board**: For a period commencing on the date this Declaration is executed and ending upon the qualification of the directors elected at the initial meeting of voting members, the Developer shall have the right to designate and select the persons who shall serve as members of each Board or exercise the powers of the Board as provided herein and in accordance with the Declaration. Except for directors so designated by Developer, each member of the Board shall be one of the Owners and shall reside on a Lot; provided, however, that in the event an Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any designated agent of such corporation, partnership, trust or other legal entity, shall be eligible to serve as a member of the Board, so long as any such agent (other than a person designated by Developer) resides on a Lot.

Section 2.2 **Election of Directors**:

(1) The initial Board of Directors designated by the Developer shall consist of three (3) directors who shall serve without compensation. Such initial Board shall serve for a period commencing on the date this declaration is executed and ending upon the qualification of the Directors elected at the initial meeting of voting members. At the initial meeting held as provided, the voting members shall elect five (5) Board members who shall serve until the first annual meeting. In all elections for members of the Board, each voting member shall be entitled to vote on a non-cumulative voting basis and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. Each voting member shall be entitled to cast the number of votes specified in Section 3.3 hereof. Members of the Board elected at the initial meeting shall serve until the first annual meeting. At the first annual meeting five (5) Board members shall be elected. The three (3) persons receiving the highest number of votes at the first annual meeting shall be elected to the Board for a term of two (2) years, and the two (2) persons receiving the next highest number of votes, shall be elected to the Board for a term of one (1) year. The election and term of office as between candidates receiving the same number of votes shall be determined by Lot. Upon the expiration of the terms of office of the Board members so elected at the first annual meeting and thereafter, successors shall be elected for a term of one (1) year each. The voting members having at least two-thirds (2/3) of the total votes may from time to time increase or decrease the term of the office of Board members at any annual or special meeting, provided that such number shall not be less than five

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(5) and that the terms of at least one-third (1/3) of the persons on the Board shall expire annually. Vacancies in the Board, including vacancies due to any increase in the number of persons on the Board shall be filled by the majority vote of all remaining Board members. The Board shall act by majority vote of those present at its meetings when a quorum exists. Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt. A majority of the total number of members on the Board shall constitute a quorum.

(2) The Board shall elect from among its members a President who shall preside over both its meetings and those of the voting members and who shall be the chief executive officer of the Board and Association, a Vice President, a Secretary who shall keep minutes of all meetings, a Treasurer and such other officers as the Board shall see fit. Except for Directors designated by the Developer and Board member may be removed from office by the affirmative vote of voting members holding two-thirds (2/3) of the total votes.

Section 2.3 **Meetings of Voting Members**: (a) Meetings of the voting members shall be held at such places and times as shall be designated in any notice of a meeting by the Board. The presence in person or by proxy at any meeting of the voting members having a majority of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the voting members at which a quorum is present upon the affirmative vote of the voting members at which a quorum is present upon the affirmative note of the voting members having a majority of the total votes present at such meeting. In the event that a quorum is not present at any meeting of the voting members, another meeting may be called by notice from the Board and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting; provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

(b) The initial meeting of voting members shall be held upon not less than ten (10) days written notice from the Developer. Such notice must be given no later than thirty (30) days following the Transfer Date (as defined in the Declaration), but such notice may, the discretion of the Developer, be given earlier. Thereafter, there shall be an annual meeting of the voting members as specified in Article IV, Section 1.

Section 2.4 **General Powers of the Board**: The Board shall have the following powers:

(a) To adopt reasonable rules and regulations governing the use, maintenance and administration of the Development (as defined in the Declaration) for the health, comfort, safety and general welfare of the Owners and occupants thereof.

(b) To enter upon, and to have its contractors, subcontractors and agents enter upon, any Lot as may be required to exercise all of the rights and obligations granted to or imposed upon it pursuant to this Declaration or to correct any condition that in the Board's judgment is a nuisance or is damaging to any Owner or occupant.

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(c) To enter into contracts, maintain one or more bank accounts (granting authority as the Board shall desire to one or more persons to draw upon such accounts), and generally, to have all the powers necessary and incidental to the operation and management of the Association.

(d) To take such action as may be required to enforce the provisions of this Declaration and the rules and regulations made hereunder.

(e) To take such action as may be necessary to promote the health, comfort, safety and general welfare of the owners.

(f) To exercise any and all powers, rights and authorities provided in the Illinois General Not-For-Profit Corporation Act.

SECTION 3 **REGULAR MEETINGS**. A regular meeting of the Board of Directors shall be held without other notice than these by-laws, immediately after, and at the same place as, the annual meeting of members. The Board of Directors may provide, by resolution, the time and place for holding of additional regular meetings of the board without other notice than such resolution.

SECTION 4 **SPECIAL MEETINGS**. Special meetings of the Board of Directors may be called by or at the request of the president or any two directors. The person or persons authorized to call special meetings of the Board of Directors may fix any place for holding any special meeting of the Board of Directors called by them.

SECTION 5 **NOTICE**. Notice of any special meeting of the Board of Directors shall be given at least two (2) days previously thereto by written notice to each director at his address as shown by the records of the corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. If notice is given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegram company. The attendance of a director at any meeting shall constitute a waiver of such notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these by-laws.

SECTION 6 **QUORUM**. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the board, provided that if less than a majority of the directors are present at said meeting, a majority of the directors present may adjourn the meeting at any time without further notice.

SECTION 7 **MANNER OF ACTING**. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by statute, these by-laws, or the articles of incorporation.

SECTION 8 **VACANCIES**. Any vacancy occurring in the Board of Directors or any directorship to be filled by reason of an increase in the number of directors shall be filled by the Board of Directors unless the articles of incorporation, a statute, or these by-laws provide that a

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vacancy or a directorship so created shall be filled in some other manner, in which case such provision shall control. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

SECTION 9 COMPENSATION. Directors shall not receive any stated salaries for their services, but by resolution of the Board of Directors a fixed sum and expenses of attendance, if any, may be allowed for each regular or special meeting of the board, provided that nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving reasonable compensation therefore.

ARTICLE VI

OFFICERS

SECTION 1 OFFICERS. The officers of the corporation shall be a president, one or more vice presidents (the number thereof to be determined by the Board of Directors), a treasurer, a secretary, and such assistant treasurers, assistant secretaries or other officers as may be elected by the Board of Directors. Officers whose authority and duties are not prescribed in these by-laws shall have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two or more offices may be held by the same person, except the offices of president and secretary.

SECTION 2 ELECTION AND TERM OF OFFICE. The officers of the corporation shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon as convenient thereafter. Vacancies may be filled or new offices created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Election of an officer shall not of itself create contract rights.

SECTION 3 REMOVAL. Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interest of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

SECTION 4 PRESIDENT. The president shall be the principal executive officer of the corporation. Subject to the direction and control of the Board of Directors, he shall be in charge of the business and affairs of the corporation; he shall see that the resolutions and directives of the Board of Directors are carried into effect except in those instances in which that responsibility is specifically assigned to some other person by the Board of Directors; and, in general, the president shall discharge all duties incident to the office of president and such other duties as may be prescribed by the Board of Directors from time to time. The president shall preside at all meetings of the shareholders and of the Board of Directors. Except in those instances in which the authority to execute is expressly delegated to another officer or agent of the corporation or a different mode of execution is expressly prescribed by the Board of Directors or these by-laws, the president may execute for the corporation certificates for its shares, and any contracts, deeds, mortgages, bonds or other instruments which the Board of Directors has authorized to be executed, and the president may accomplish such execution either under or without the seal of the corporation and either

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individually or with the secretary, any assistant secretary, or any other officer thereunto authorized by the Board of Directors, according to the requirements of the form of the instrument. He may vote all securities which the corporation is entitled to vote except as and to the extent such authority shall be vested in a different officer or agent of the corporation by the Board of Directors.

SECTION 5 THE VICE PRESIDENT. The vice president (or in the event there is more than one vice president, each of the vice presidents) shall assist the president in the discharge of the president's duties as the president may direct and shall perform such other duties as from time to time may be assigned to the vice president by the president or by the Board of Directors. In the absence of the president or in the event of the president's inability or refusal to act, the vice president (or in the event there is more than one vice president, the vice presidents in the order designated by the Board of Directors, or by the president if the Board of Directors has not made such a designation, or in the absence of any designation, then in the order of seniority of tenure as vice president) shall perform the duties of the president and when so acting, shall have the powers of and be subject to all the restrictions upon the president. Except in those instances in which the authority to execute is expressly delegated to another officer or agent of the corporation or a different mode of execution is expressly prescribed by the Board of Directors or these by-laws, the vice president (or each vice president if there is more than one) may execute for the corporation certificates for its shares and any contracts, deeds, mortgages, bonds or other instruments which the Board of Directors has authorized to be executed, and the vice president may accomplish such execution either under or without the seal of the corporation and either individually or with the secretary, any assistant secretary, or any other officer thereunto authorized by the Board of Directors, according to the requirements of the form of the instrument.

SECTION 6 THE TREASURER. The treasurer shall be the principal accounting and financial officer of the corporation. The treasurer shall: (a) have charge of and be responsible for the maintenance of adequate books of account for the corporation; (b) have charge and custody of all funds and securities of the corporation, and be responsible therefor and for the receipt and disbursement thereof; and (c) perform all duties incident to the office of treasurer and such other duties as from time to time may be assigned to him by the president or by the Board of Directors. If required by the Board of Directors, the treasurer shall give a bond for the faithful discharge of the treasurer's duties in such sum and with such surety or sureties as the Board of Directors may determine.

SECTION 7 THE SECRETARY. The secretary shall: (a) record the minutes of the shareholders' meetings and of the Board of Directors' meetings in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these by-laws or as required by law; (c) be custodian of the corporate records and of the seal of the corporation; (d) keep a register of the post office address of each shareholder which shall be furnished to the secretary by such shareholder; (e) sign with the president, or a vice president, or any other officer thereunto authorized by the Board of Directors, certificates for the shares of the corporation, the issue of which shall have been authorized by the Board of Directors, and any contracts, deeds, mortgages, bonds, or other instruments which the Board of Directors has authorized to be executed, according to the requirements of the form of the instrument, except when a different mode of execution is expressly prescribed by the Board of Directors or these by-laws; (f) have general charge of the stock transfer books of the corporation; (g) have authority to certify the by-laws, resolutions of the shareholders and Board of Directors and committees thereof, and other documents of the corporation as true and correct copies thereof, and (h) perform all duties incident

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to the office of secretary and such other duties as from time to time may be assigned to the secretary by the president or by the Board of Directors.

SECTION 8 ASSISTANT TREASURERS AND ASSISTANT SECRETARIES. The assistant treasurers and assistant secretaries shall perform such duties as shall be assigned to them by the treasurer or the secretary, respectively, or by the president or the Board of Directors. The assistant secretaries may sign with the president, or a vice president, or any other officer thereunto authorized by the Board of Directors, certificates for shares of the corporation, the issue of which shall have been authorized by the Board of Directors, and any contracts, deeds, mortgages, bonds, or other instruments which the Board of Directors has authorized to be executed, according to the requirements of the form of the instrument, except when a different mode of execution is expressly prescribed by the Board of Directors or these by-laws. The assistant treasurers shall respectively, if required by the Board of Directors, give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine.

ARTICLE VII

COMMITTEES

SECTION 1 COMMITTEES OF DIRECTORS. The Board of Directors, by resolution adopted by a majority of the directors in office, may designate on or more committees, including an architectural and landscape committee, each of which shall consist of two or more directors, which committees, to the extent provided in said resolution and not restricted by law, shall have and exercise the authority of the Board of Directors in the management of the corporation; but the designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual director, of any responsibility imposed upon it or him by law.

SECTION 2 OTHER COMMITTEES. Other committees not having and exercising the authority of the Board of Directors in the corporation may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be members of the corporation, and the president of the corporation shall appoint the members thereof. Any member thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the corporation shall be served by such removal.

SECTION 3 TERM OF OFFICE. Each member of a committee shall continue as such until the next annual meeting of the members of the corporation and until his successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to quality as a member thereof.

SECTION 4 CHAIRMAN. One member of each committee shall be appointed chairman.

SECTION 5 VACANCIES. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

SECTION 6 QUORUM. Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and

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the act of the majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

SECTION 7 RULES. Each committee may adopt rules for its own government not inconsistent with these by-laws or with rules adopted by the Board of Directors.

ARTICLE VIII

CONTRACTS, CHECKS, DEPOSITS, AND FUNDS

SECTION 1 CONTRACTS. The Board of Directors may authorize any officer or officers, agent or agents of the corporation, in addition to the officers so authorized by these by-laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation and such authority may be general or confined to specific instances.

SECTION 2 CHECKS, DRAFTS, ETC. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors, such instruments shall be signed by the treasurer or an assistant treasurer and countersigned by the president or a vice-president of the corporation.

SECTION 3 DEPOSITS. All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depositaries as the Board of Directors may select.

SECTION 4 GIFTS. The Board of Directors may accept on behalf of the corporation any contribution, gift, bequest or, devise for the general purposes or for any special purpose of the corporation.

ARTICLE IX

BOOKS AND RECORDS

The corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, Board of Directors, and committees having any of the authority of the Board of Directors, and shall keep at the registered or principal office a record giving the names and addresses of the members entitled to vote. All books and records of the corporation may be inspected by any member, or his agent or attorney for any proper purpose at any reasonable time.

ARTICLE X

FISCAL YEAR

The fiscal year of the corporation shall be fixed by resolution of the Board of Directors.

ARTICLE XI

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ASSESSMENTS

SECTION 1

(1) Pursuant to Section 6.3 of the Declaration, the Board of Directors of the Association shall fix the amount of the annual assessment against each Lot for each annual assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Owner.

(2) Written notice of the assessment shall thereupon be delivered or mailed to every Owner subject thereto showing the amount or amounts and the due date or dates if the assessment is to be paid in installments.

(3) The Board of Directors shall, upon written demand, furnish to any Owner liable for said assessment, a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. A reasonable charge may be made by the board for the issuance of such certificates.

(4) If the board fails to fix amount of an assessment as provided in (a) above, each Owner shall be responsible for the payment of an amount equal to the assessment for the previous year.

SECTION 2 **DUTIES**. The board shall exercise all the power and privileges and perform all of the duties and obligations of the Association, and shall provide for, collect and shall pay for out of the assessments funds as is necessary.

SECTION 3 **EFFECT OF NON-PAYMENT OF ASSESSMENT; THE PERSONAL OBLIGATION OF THE OWNER; THE LIEN; REMEDIES OF THE ASSOCIATION**. If any assessment or part thereof is not paid within thirty (30) days after the due date, the total unpaid amount of all installments of such assessment shall immediately become due and payable and shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum. The total unpaid amount of all such installments and interest thereon shall constitute a lien on the interest of the Lot of the Owner personally obligated to pay the same and upon the recording of notice thereof by the Board of Directors of the Association shall be a lien upon such Owner's interest in the Lot. The Association may, at its election, bring an action at law or in equity against the Owner personally obligated to pay the same in order to enforce payment and/or to foreclose the lien against the property subject thereto and there shall be added to the amount of such assessment the costs of preparing and filing the complaint (including reasonable attorneys' fees) in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorneys' fees to be fixed by the court, together with the costs of the action. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Property or of his Lot. Notwithstanding the foregoing, the first mortgage encumbrance owned or held by a bank, insurance company, or savings and loan association, or other person or entity engaged in the business of making real estate loans, recorded against the interest of such Owner prior to the date such notice is recorded, which by law would be a

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lien thereon prior to subsequently recorded encumbrances, shall have priority, except as to the amount of assessments which become due payable from and after the date on which the said mortgage owner or holder either takes up possession of the Lot, accepts a conveyance of any interest therein (other than as security) or files a suit to foreclose its mortgage.

ARTICLE XII

WAIVER OF NOTICE

Whenever any notice is required to be given under the provisions of the General Not-For-Profit Corporation Act of Illinois or under the provisions of the articles of incorporation or the by-laws of the corporation, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XIII

AMENDMENTS

The power to alter, amend, or repeal the by-laws or adopt new by-laws shall be vested in the Board of Directors unless otherwise provided in the articles of incorporation or the by-laws. Such action may be taken at a regular or special meeting for which written notice of the purpose shall be given. The by-laws may contain any provisions for the regulation and management of the affairs of the corporation not inconsistent with law or the articles of incorporation.

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EXHIBIT D

FAIRVIEW ESTATES STORMWATER MANAGEMENT SYSTEM MAINTENANCE PLAN

Purpose and Objective:
Adequate drainage must be maintained to keep water away from the roadway, residences and common areas.

Responsibilities:
The Fairview Estates of Buffalo Grove Homeowners Association ("Association") shall be responsible for the maintenance of the stormwater maintenance system.

Maintenance Considerations:
Cleaning, maintaining and repairing ("maintenance") of stormwater inlets, overland flow routes, swales outflow pipes and the areas around each of these elements is particularly important because these elements are not visually obvious. If these elements become clogged, then water may flood the pavement surface and may cause extensive erosion damage or water flow blockage.

Cost Considerations:
All maintenance costs shall be paid by or on behalf of the Fairview Estates of Buffalo Grove Homeowner's Association. The Association shall keep records of all maintenance costs in order to determine typical annual costs that would be the basis for the annual maintenance fund. The maintenance provisions, as set forth herein, may need to be adjusted based on site specific experiences.

Maintenance of Drainage System:
The Association shall insure that frequent walk-through inspections are conducted to see if any obstructions are present including garbage, wood, branches, cut grass, dirt, leaves, etc. Remember that these drainage structures can only operate as designed if they are properly maintained.

Vegetative Growth:
One of the most common maintenance problems is that of dying vegetation. The Association shall determine the cause of any problem and correct it either by modifying the environment so the selected vegetation can grow or changing the type of vegetation planted to meet environmental requirements.

Portions of the site have been planted with native vegetation. Native vegetation is not like turf grass and should be maintained as follows:

- Do not mow frequently. Mowing should be conducted either in early spring to control invasive vegetation before the desired native species are growing, or in the fall after native vegetation has flowered and gone to seed. DO NOT MOW NATIVE VEGETATION WHILE IT IS FLOWERING.
- Use periodic controlled burns to help maintain the health of the native vegetation. Do not attempt controlled burns without professional assistance.
- Fertilizer and pesticide usage is NOT normally required.
- Always re-seed or re-plant using the same mix as originally permitted.

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Pest Control:

The most common pest in stormwater management facilities are mosquitos. Poorly designed stormwater management facilities can result in stagnant water in which mosquitoes lay their eggs. Mosquito populations can be reduced by the following measures:

- Ensure that standing water is drained within 72-hours
- Maintain flowing or moving water conditions (aerators and fountains may help)
- Encourage natural mosquito predators, such as dragonflies, by maintaining native vegetation along waterlines
- Populate standing water bodies (i.e. detention ponds) with mosquito fish or fathead minnows to eat the mosquito larva.

Record Keeping:

Distinct records shall be maintained by the Homeowners Association to record the specific activities and costs of implementing the maintenance plan. The records shall include the dates of maintenance visits and the specific work performed.

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Long Term Maintenance Program – Significant Elements and Aspects

Stormwater Conveyance Elements	Periodic Inspection	Significant Aspects
Grassy areas - Swales	Seed or Sod	5 year intervals
Erosion Prone Areas	Ditch Checks to reduce flow velocities or plant native vegetation	Plant as required
Grassy areas	Groom Seed	Annually 5 year intervals
Tree Trimming	Cut back	5 year intervals
Native Vegetation Areas	Controlled Burn	2 to 3 year intervals
Swales, Outfalls, Detention Ponds	Remove Siltation, Re-seed, & Restore Riprap	5 year intervals

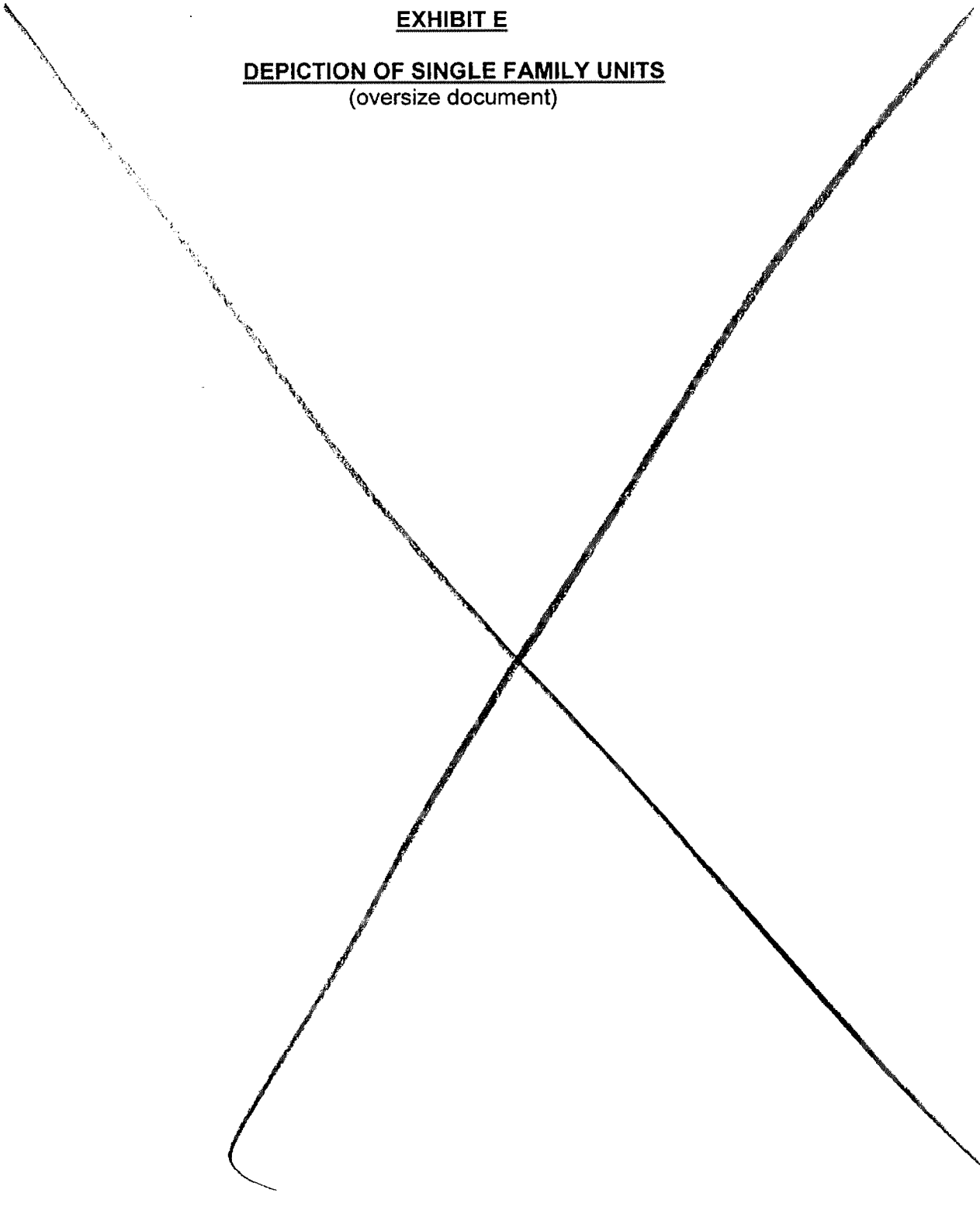
Short Term Maintenance Program – Significant Elements and Aspects

Stormwater Conveyance Elements	Periodic Inspection	Significant Aspects	Repair Work
General – All Areas	March through November	Disturbed surface areas	Seed Area with grass or native vegetation
Residential Lot Areas	Weekly	Floatable items that could wash into stormwater system	Dispose of Refuse
Swales on site	March & June & October	Branches & Leaves/Trash	Collect & Dispose
Emergency Outflow	March through November	Branches & Leaves/Trash Pipe Condition	Collect & Dispose Repair/Replace
Stormwater Inlets	March & June & October	Branches & Leaves/Trash Manhole Condition	Collect & Dispose Repair/Replace
Stormwater Storage Area	March, June, July, Aug., Sept., Oct., & Nov.	Mow non-native vegetation	Remove/Dispose Refuse/Grass clippings

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EXHIBIT E

DEPICTION OF SINGLE FAMILY UNITS
(oversize document)



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EXHIBIT F

SINGLE FAMILY UNIT LEGAL DESCRIPTIONS

SINGLE FAMILY UNIT 1:
THAT PART OF LOT 1 IN FAIRVIEW ESTATES; BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 2005 AS DOCUMENT NUMBER 5821192, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF PAULINE AVENUE WITH THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 33 (AFORESAID LINE ALSO BEING THE EAST LINE OF SAID SUBDIVISION); THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS WEST, ALONG THE SOUTH RIGHT OF WAY LINE OF SAID PAULINE AVENUE, A DISTANCE OF 236.61 FEET TO THE WEST RIGHT OF WAY LINE OF RAYMOND ROAD AND POINT OF BEGINNING OF THE SITE INTENDED TO BE DESCRIBED; THENCE SOUTH 00 DEGREES 21 MINUTES 15 SECONDS EAST, ALONG THE WEST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 15.18 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE SOUTHWESTERLY ALONG THE WEST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, BEING A CURVED LINE CONCAVED NORTHWESTERLY HAVING A RADIUS OF 250.00 FEET, AN ARC DISTANCE OF 54.54 FEET (CHORD BEARS SOUTH 05 DEGREES 53 MINUTES 45 SECONDS WEST, A DISTANCE OF 54.43 FEET); THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS WEST, 69.29 FEET SOUTH OF AND PARALLEL WITH THE SOUTH RIGHT OF WAY LINE OF SAID PAULINE AVENUE, A DISTANCE OF 114.39 FEET; THENCE NORTH 16 DEGREES 40 MINUTES 10 SECONDS EAST, PARALLEL WITH THE CENTERLINE OF WEILAND ROAD, A DISTANCE OF 71.13 FEET; THENCE NORTHEASTERLY ALONG A CURVED LINE CONCAVED SOUTHERLY HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 11.32 FEET (CHORD BEARS NORTH 83 DEGREES 09 MINUTES 28 SECONDS EAST, A DISTANCE OF 11.30 FEET) TO A POINT OF TANGENCY IN SAID LINE AND ALSO BEING THE SOUTH RIGHT OF WAY LINE OF SAID PAULINE AVENUE; THENCE NORTH 89 DEGREES 38 MINUTES 45 SECONDS EAST, ALONG THE SOUTH RIGHT OF WAY LINE OF SAID PAULINE AVENUE, A DISTANCE OF 88.27 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

SINGLE FAMILY UNIT 2:
THAT PART OF LOT 1 IN FAIRVIEW ESTATES; BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 2005 AS DOCUMENT NUMBER 5821192, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF PAULINE AVENUE WITH THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 33 (AFORESAID LINE ALSO BEING THE EAST LINE OF SAID SUBDIVISION); THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS WEST, ALONG THE SOUTH RIGHT OF WAY LINE OF SAID PAULINE AVENUE, A DISTANCE OF 236.61 FEET TO THE WEST RIGHT OF WAY LINE OF RAYMOND ROAD; THENCE SOUTH 00 DEGREES 21 MINUTES 15 SECONDS EAST, ALONG THE WEST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 15.18 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE SOUTHWESTERLY ALONG THE WEST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, BEING A CURVED LINE CONCAVED

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NORTHWESTERLY HAVING A RADIUS OF 250.00 FEET, AN ARC DISTANCE OF 54.54 FEET (CHORD BEARS SOUTH 05 DEGREES 53 MINUTES 45 SECONDS WEST, A DISTANCE OF 54.43 FEET) TO THE POINT OF BEGINNING OF THE SITE INTENDED TO BE DESCRIBED; THENCE CONTINUING SOUTHWESTERLY ALONG THE WEST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, BEING A CURVED LINE CONCAVED NORTHWESTERLY HAVING A RADIUS OF 250.00 FEET, AN ARC DISTANCE OF 30.62 FEET (CHORD BEARS SOUTH 15 DEGREES 39 MINUTES 19 SECONDS WEST, A DISTANCE OF 30.61 FEET) TO A POINT OF TANGENCY IN SAID LINE; THENCE SOUTH 19 DEGREES 09 MINUTES 53 SECONDS WEST, A DISTANCE OF 23.20 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS WEST, 95.58 FEET SOUTH OF AND PARALLEL WITH THE SOUTH RIGHT OF WAY LINE OF SAID PAULINE AVENUE, A DISTANCE OF 113.90 FEET; THENCE NORTH 16 DEGREES 40 MINUTES 11 SECONDS WEST, PARALLEL WITH THE CENTERLINE OF WEILAND ROAD, A DISTANCE OF 53.64 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 45 SECONDS EAST, PARALLEL WITH THE SOUTH RIGHT OF WAY LINE OF PAULINE AVENUE, A DISTANCE OF 114.39 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

SINGLE FAMILY UNIT 3:
THAT PART OF LOT 1 IN FAIRVIEW ESTATES; BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 2005 AS DOCUMENT NUMBER 5821192, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF PAULINE AVENUE WITH THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 33 (AFORESAID LINE ALSO BEING THE EAST LINE OF SAID SUBDIVISION); THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS WEST, ALONG THE SOUTH RIGHT OF WAY LINE OF SAID PAULINE AVENUE, A DISTANCE OF 236.61 FEET TO THE WEST RIGHT OF WAY LINE OF RAYMOND ROAD; THENCE SOUTH 00 DEGREES 21 MINUTES 15 SECONDS EAST, ALONG THE WEST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 15.18 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE SOUTHWESTERLY ALONG THE WEST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, BEING A CURVED LINE CONCAVED NORTHWESTERLY HAVING A RADIUS OF 250.00 FEET, AN ARC DISTANCE OF 85.17 FEET (CHORD BEARS SOUTH 09 DEGREES 24 MINUTES 19 SECONDS WEST, A DISTANCE OF 84.76 FEET) TO A POINT OF TANGENCY IN SAID LINE; THENCE SOUTH 19 DEGREES 09 MINUTES 53 SECONDS WEST, ALONG THE WEST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 23.20 FEET TO THE POINT OF BEGINNING OF THE SITE INTENDED TO BE DESCRIBED; THENCE CONTINUING SOUTH 19 DEGREES 09 MINUTES 53 SECONDS WEST, ALONG THE WEST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 54.42 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS WEST, ALONG A LINE 171.87 FEET SOUTH OF AND PARALLEL WITH THE SOUTH RIGHT OF WAY LINE OF SAID PAULINA AVENUE, A DISTANCE OF 111.43 FEET; THENCE NORTH 16 DEGREES 40 MINUTES 10 SECONDS EAST, PARALLEL WITH THE CENTERLINE OF WEILAND ROAD, A DISTANCE OF 53.64 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 45 SECONDS EAST, PARALLEL WITH THE SOUTH LINE OF SAID PAULINE AVENUE, A DISTANCE OF 113.90 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

SINGLE FAMILY UNIT 4:
THAT PART OF LOT 1 IN FAIRVIEW ESTATES; BEING A SUBDIVISION OF THE WEST HALF

OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 2005 AS DOCUMENT NUMBER 5821192, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF PAULINE AVENUE WITH THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 33 (AFORESAID LINE ALSO BEING THE EAST LINE OF SAID SUBDIVISION); THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS WEST, ALONG THE SOUTH RIGHT OF WAY LINE OF SAID PAULINE AVENUE, A DISTANCE OF 236.61 FEET TO THE WEST RIGHT OF WAY LINE OF RAYMOND ROAD; THENCE SOUTH 00 DEGREES 21 MINUTES 15 SECONDS EAST, ALONG THE WEST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 15.18 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE SOUTHWESTERLY ALONG THE WEST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, BEING A CURVED LINE CONCAVED NORTHWESTERLY HAVING A RADIUS OF 250.00 FEET, AN ARC DISTANCE OF 85.17 FEET (CHORD BEARS SOUTH 09 DEGREES 24 MINUTES 19 SECONDS WEST, A DISTANCE OF 84.76 FEET) TO A POINT OF TANGENCY IN SAID LINE; THENCE SOUTH 19 DEGREES 09 MINUTES 53 SECONDS WEST, ALONG THE WEST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 77.62 FEET TO THE POINT OF BEGINNING OF THE SITE INTENDED TO BE DESCRIBED; THENCE CONTINUING SOUTH 19 DEGREES 09 MINUTES 53 SECONDS WEST, ALONG THE WEST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 54.42 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS WEST, PARALLEL WITH THE SOUTH RIGHT OF WAY LINE OF SAID PAULINA AVENUE, A DISTANCE OF 108.95 FEET; THENCE NORTH 16 DEGREES 40 MINUTES 10 SECONDS EAST, PARALLEL WITH THE CENTERLINE OF WEILAND ROAD, A DISTANCE OF 53.64 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 45 SECONDS EAST, PARALLEL WITH THE SOUTH LINE OF SAID PAULINE AVENUE, A DISTANCE OF 111.43 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

SINGLE FAMILY UNIT 5:

THAT PART OF LOT 1 IN FAIRVIEW ESTATES; BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 2005 AS DOCUMENT NUMBER 5821192, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF PAULINE AVENUE WITH THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 33 (AFORESAID LINE ALSO BEING THE EAST LINE OF SAID SUBDIVISION); THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS WEST, ALONG THE SOUTH RIGHT OF WAY LINE OF SAID PAULINE AVENUE, A DISTANCE OF 236.61 FEET TO THE WEST RIGHT OF WAY LINE OF RAYMOND ROAD; THENCE SOUTH 00 DEGREES 21 MINUTES 15 SECONDS EAST, ALONG THE WEST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 15.18 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE SOUTHWESTERLY ALONG THE WEST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, BEING A CURVED LINE CONCAVED NORTHWESTERLY HAVING A RADIUS OF 250.00 FEET, AN ARC DISTANCE OF 85.17 FEET (CHORD BEARS SOUTH 09 DEGREES 24 MINUTES 19 SECONDS WEST, A DISTANCE OF 84.76 FEET) TO A POINT OF TANGENCY IN SAID LINE; THENCE SOUTH 19 DEGREES 09 MINUTES 53 SECONDS WEST, ALONG THE WEST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 132.04 FEET TO THE POINT OF BEGINNING OF THE SITE INTENDED TO BE DESCRIBED; THENCE CONTINUING SOUTH 19 DEGREES 09 MINUTES 53 SECONDS

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WEST, ALONG THE WEST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 54.42 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS WEST, PARALLEL WITH THE SOUTH RIGHT OF WAY LINE OF SAID PAULINA AVENUE, A DISTANCE OF 106.47 FEET; THENCE NORTH 16 DEGREES 40 MINUTES 10 SECONDS EAST, PARALLEL WITH THE CENTERLINE OF WEILAND ROAD, A DISTANCE OF 53.64 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 45 SECONDS EAST, PARALLEL WITH THE SOUTH LINE OF SAID PAULINE AVENUE, A DISTANCE OF 108.95 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

SINGLE FAMILY UNIT 6:
THAT PART OF LOT 1 IN FAIRVIEW ESTATES; BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 2005 AS DOCUMENT NUMBER 5821192, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF PAULINE AVENUE WITH THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 33 (AFORESAID LINE ALSO BEING THE EAST LINE OF SAID SUBDIVISION); THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS WEST, ALONG THE SOUTH RIGHT OF WAY LINE OF SAID PAULINE AVENUE, A DISTANCE OF 236.61 FEET TO THE WEST RIGHT OF WAY LINE OF RAYMOND ROAD; THENCE SOUTH 00 DEGREES 21 MINUTES 15 SECONDS EAST, ALONG THE WEST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 15.18 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE SOUTHWESTERLY ALONG THE WEST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, BEING A CURVED LINE CONCAVED NORTHWESTERLY HAVING A RADIUS OF 250.00 FEET, AN ARC DISTANCE OF 85.17 FEET (CHORD BEARS SOUTH 09 DEGREES 24 MINUTES 19 SECONDS WEST, A DISTANCE OF 84.76 FEET) TO A POINT OF TANGENCY IN SAID LINE; THENCE SOUTH 19 DEGREES 09 MINUTES 53 SECONDS WEST, ALONG THE WEST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 186.46 FEET TO THE POINT OF BEGINNING OF THE SITE INTENDED TO BE DESCRIBED; THENCE CONTINUING SOUTH 19 DEGREES 09 MINUTES 53 SECONDS WEST, ALONG THE WEST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 36.80 FEET; THENCE SOUTH 17 DEGREES 07 MINUTES 11 SECONDS WEST, ALONG THE WEST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 17.41 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS WEST, PARALLEL WITH THE SOUTH RIGHT OF WAY LINE OF SAID PAULINA AVENUE, A DISTANCE OF 104.65 FEET; THENCE NORTH 16 DEGREES 40 MINUTES 10 SECONDS EAST, PARALLEL WITH THE CENTERLINE OF WEILAND ROAD, A DISTANCE OF 53.64 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 45 SECONDS EAST, PARALLEL WITH THE SOUTH LINE OF SAID PAULINE AVENUE, A DISTANCE OF 106.47 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

SINGLE FAMILY UNIT 7:
THAT PART OF LOT 1 IN FAIRVIEW ESTATES; BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED

JULY 22, 2005 AS DOCUMENT NUMBER 5821192, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF PAULINE AVENUE WITH THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 33 (AFORESAID LINE ALSO BEING THE EAST LINE OF SAID SUBDIVISION); THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS WEST, ALONG THE SOUTH RIGHT OF WAY LINE OF SAID PAULINE AVENUE, A DISTANCE OF 236.61 FEET TO THE WEST RIGHT OF WAY LINE OF RAYMOND ROAD; THENCE SOUTH 00 DEGREES 21 MINUTES 15 SECONDS EAST, ALONG THE WEST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 15.18 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE SOUTHWESTERLY ALONG THE WEST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, BEING A CURVED LINE CONCAVED NORTHWESTERLY HAVING A RADIUS OF 250.00 FEET, AN ARC DISTANCE OF 85.17 FEET (CHORD BEARS SOUTH 09 DEGREES 24 MINUTES 19 SECONDS WEST, A DISTANCE OF 84.76 FEET) TO A POINT OF TANGENCY IN SAID LINE; THENCE SOUTH 19 DEGREES 09 MINUTES 53 SECONDS WEST, ALONG THE WEST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 223.26 FEET; THENCE CONTINUING SOUTH 19 DEGREES 09 MINUTES 53 SECONDS WEST, ALONG THE WEST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 17.41 FEET TO THE POINT OF BEGINNING OF THE SITE INTENDED TO BE DESCRIBED; THENCE CONTINUING SOUTH 17 DEGREES 07 MINUTES 11 SECONDS WEST, ALONG THE WEST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 53.77 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS WEST, PARALLEL WITH THE SOUTH RIGHT OF WAY LINE OF SAID PAULINA AVENUE, A DISTANCE OF 104.21 FEET; THENCE NORTH 16 DEGREES 40 MINUTES 10 SECONDS EAST, PARALLEL WITH THE CENTERLINE OF WEILAND ROAD, A DISTANCE OF 53.64 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 45 SECONDS EAST, PARALLEL WITH THE SOUTH LINE OF SAID PAULINE AVENUE, A DISTANCE OF 104.65 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

SINGLE FAMILY UNIT 8:

THAT PART OF LOT 1 IN FAIRVIEW ESTATES; BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 2005 AS DOCUMENT NUMBER 5821192, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF PAULINE AVENUE WITH THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 33 (AFORESAID LINE ALSO BEING THE EAST LINE OF SAID SUBDIVISION); THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS WEST, ALONG THE SOUTH RIGHT OF WAY LINE OF SAID PAULINE AVENUE, A DISTANCE OF 236.61 FEET TO THE WEST RIGHT OF WAY LINE OF RAYMOND ROAD; THENCE SOUTH 00 DEGREES 21 MINUTES 15 SECONDS EAST, ALONG THE WEST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 15.18 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE SOUTHWESTERLY ALONG THE WEST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, BEING A CURVED LINE CONCAVED NORTHWESTERLY HAVING A RADIUS OF 250.00 FEET, AN ARC DISTANCE OF 85.17 FEET (CHORD BEARS SOUTH 09 DEGREES 24 MINUTES 19 SECONDS WEST, A DISTANCE OF 84.76 FEET) TO A POINT OF TANGENCY IN SAID LINE; THENCE SOUTH 19 DEGREES 09 MINUTES 53 SECONDS WEST, ALONG THE WEST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 223.26 FEET; THENCE CONTINUING SOUTH 19 DEGREES 09 MINUTES 53 SECONDS WEST, ALONG THE WEST RIGHT OF WAY LINE OF SAID RAYMOND

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ROAD, A DISTANCE OF 71.18 FEET TO THE POINT OF BEGINNING OF THE SITE INTENDED TO BE DESCRIBED; THENCE CONTINUING SOUTH 17 DEGREES 07 MINUTES 11 SECONDS WEST, ALONG THE WEST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 53.77 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS WEST, PARALLEL WITH THE SOUTH RIGHT OF WAY LINE OF SAID PAULINA AVENUE, A DISTANCE OF 103.77 FEET; THENCE NORTH 16 DEGREES 40 MINUTES 10 SECONDS EAST, PARALLEL WITH THE CENTERLINE OF WEILAND ROAD, A DISTANCE OF 53.64 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 45 SECONDS EAST, PARALLEL WITH THE SOUTH LINE OF SAID PAULINE AVENUE, A DISTANCE OF 104.21 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

SINGLE FAMILY UNIT 9:
THAT PART OF LOT 1 IN FAIRVIEW ESTATES; BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 2005 AS DOCUMENT NUMBER 5821192, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF PAULINE AVENUE WITH THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 33 (AFORESAID LINE ALSO BEING THE EAST LINE OF SAID SUBDIVISION); THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS WEST, ALONG THE SOUTH RIGHT OF WAY LINE OF SAID PAULINE AVENUE, A DISTANCE OF 236.61 FEET TO THE WEST RIGHT OF WAY LINE OF RAYMOND ROAD; THENCE SOUTH 00 DEGREES 21 MINUTES 15 SECONDS EAST, ALONG THE WEST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 15.18 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE SOUTHWESTERLY ALONG THE WEST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, BEING A CURVED LINE CONCAVED NORTHWESTERLY HAVING A RADIUS OF 250.00 FEET, AN ARC DISTANCE OF 85.17 FEET (CHORD BEARS SOUTH 09 DEGREES 24 MINUTES 19 SECONDS WEST, A DISTANCE OF 84.76 FEET) TO A POINT OF TANGENCY IN SAID LINE; THENCE SOUTH 19 DEGREES 09 MINUTES 53 SECONDS WEST, ALONG THE WEST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 223.26 FEET; THENCE CONTINUING SOUTH 19 DEGREES 09 MINUTES 53 SECONDS WEST, ALONG THE WEST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 124.95 FEET TO THE POINT OF BEGINNING OF THE SITE INTENDED TO BE DESCRIBED; THENCE CONTINUING SOUTH 17 DEGREES 07 MINUTES 11 SECONDS WEST, ALONG THE WEST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 53.77 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS WEST, PARALLEL WITH THE SOUTH RIGHT OF WAY LINE OF SAID PAULINE AVENUE, A DISTANCE OF 103.33 FEET; THENCE NORTH 16 DEGREES 40 MINUTES 10 SECONDS EAST, PARALLEL WITH THE CENTERLINE OF WEILAND ROAD, A DISTANCE OF 53.64 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 45 SECONDS EAST, PARALLEL WITH THE SOUTH LINE OF SAID PAULINE AVENUE, A DISTANCE OF 103.77 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

SINGLE FAMILY UNIT 10:
THAT PART OF LOT 1 IN FAIRVIEW ESTATES; BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 2005 AS DOCUMENT NUMBER 5821192, DESCRIBED AS FOLLOWS: COMMENCING

AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF PAULINE AVENUE WITH THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 33 (AFORESAID LINE ALSO BEING THE EAST LINE OF SAID SUBDIVISION); THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS WEST, ALONG THE SOUTH RIGHT OF WAY LINE OF SAID PAULINE AVENUE, A DISTANCE OF 236.61 FEET TO THE WEST RIGHT OF WAY LINE OF RAYMOND ROAD; THENCE SOUTH 00 DEGREES 21 MINUTES 15 SECONDS EAST, ALONG THE WEST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 15.18 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE SOUTHWESTERLY ALONG THE WEST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, BEING A CURVED LINE CONCAVED NORTHWESTERLY HAVING A RADIUS OF 250.00 FEET, AN ARC DISTANCE OF 85.17 FEET (CHORD BEARS SOUTH 09 DEGREES 24 MINUTES 19 SECONDS WEST, A DISTANCE OF 84.76 FEET) TO A POINT OF TANGENCY IN SAID LINE; THENCE SOUTH 19 DEGREES 09 MINUTES 53 SECONDS WEST, ALONG THE WEST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 223.26 FEET; THENCE CONTINUING SOUTH 19 DEGREES 09 MINUTES 53 SECONDS WEST, ALONG THE WEST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 178.72 FEET TO THE POINT OF BEGINNING OF THE SITE INTENDED TO BE DESCRIBED; THENCE CONTINUING SOUTH 17 DEGREES 07 MINUTES 11 SECONDS WEST, ALONG THE WEST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 41.85 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE SOUTHWESTERLY ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID RAYMOND ROAD, BEING A CURVED LINE CONCAVED SOUTHEASTERLY HAVING A RADIUS OF 475.00 FEET, AN ARC DISTANCE OF 11.88 FEET (CHORD BEARS SOUTH 16 DEGREES 24 MINUTES 12 SECONDS WEST, A DISTANCE OF 11.88 FEET); THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS WEST, PARALLEL WITH THE SOUTH RIGHT OF WAY LINE OF SAID PAULINA AVENUE, A DISTANCE OF 103.04 FEET; THENCE NORTH 16 DEGREES 40 MINUTES 10 SECONDS EAST, PARALLEL WITH THE CENTERLINE OF WEILAND ROAD, A DISTANCE OF 53.64 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 45 SECONDS EAST, PARALLEL WITH THE SOUTH LINE OF SAID PAULINE AVENUE, A DISTANCE OF 103.33 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

SINGLE FAMILY UNIT 11:

THAT PART OF LOT 1 IN FAIRVIEW ESTATES; BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 2005 AS DOCUMENT NUMBER 5821192, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID FAIRVIEW ESTATES SUBDIVISION; THENCE SOUTH 89 DEGREES 36 MINUTES 56 SECONDS WEST, ALONG THE SOUTH LINE OF SAID FAIRVIEW ESTATES SUBDIVISION, A DISTANCE OF 406.69 FEET TO THE WESTERLY RIGHT OF WAY LINE OF RAYMOND ROAD AND POINT OF BEGINNING OF THE SITE INTENDED TO BE DESCRIBED: THENCE CONTINUING SOUTH 89 DEGREES 36 MINUTES 56 SECONDS WEST, ALONG THE SOUTH LINE OF SAID FAIRVIEW ESTATES SUBDIVISION, A DISTANCE OF 112.49 FEET; THENCE NORTH 16 DEGREES 40 MINUTES 10 SECONDS EAST, PARALLEL WITH THE CENTERLINE OF WEILAND ROAD, A DISTANCE OF 82.97 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 45 SECONDS EAST, PARALLEL WITH THE SOUTH RIGHT OF WAY LINE OF PAULINE AVENUE, A DISTANCE OF 103.04 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID RAYMOND ROAD; THENCE SOUTHWESTERLY ALONG THE WESTELRY RIGHT OF WAY LINE OF SAID RAYMOND ROAD, BEING A CURVED LINE CONCAVED

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SOUTHEASTERLY HAVING A RADIUS OF 475.00 FEET, AN ARC DISTANCE OF 4.40 FEET (CHORD BEARS SOUTH 15 DEGREES 25 MINUTES 18 SECONDS WEST, A DISTANCE OF 4.40 FEET) TO A POINT OF TANGENCY IN SAID LINE; THENCE CONTINUING SOUTH 15 DEGREES 09 MINUTES 23 SECONDS WEST, ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 29.25 FEET) TO A POINT OF CURVATURE IN SAID LINE; THENCE CONTINUING SOUTHERLY ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID RAYMOND ROAD, BEING A CURVED LINE CONCAVED EASTERLY HAVING A RADIUS OF 160.00 FEET, AN ARC DISTANCE OF 43.40 FEET (CHORD BEARS SOUTH 07 DEGREES 23 MINUTES 10 SECONDS WEST, A DISTANCE OF 43.27 FEET) TO A POINT OF TANGENCY IN SAID LINE; THENCE CONTINUING SOUTH 00 DEGREES 23 MINUTES 04 SECONDS EAST, ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 3.99 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

SINGLE FAMILY UNIT 12:
THAT PART OF LOT 2 IN FAIRVIEW ESTATES; BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 2005 AS DOCUMENT NUMBER 5821192, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF PAULINE AVENUE WITH THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 33 (AFORESAID LINE ALSO BEING THE EAST LINE OF SAID SUBDIVISION); THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS WEST, ALONG THE SOUTH RIGHT OF WAY LINE OF SAID PAULINE AVENUE, A DISTANCE OF 59.01 FEET TO THE POINT OF BEGINNING OF THE SITE INTENDED TO BE DESCRIBED; THENCE CONTINUING SOUTH 89 DEGREES 38 MINUTES 45 SECONDS WEST, ALONG THE SOUTH RIGHT OF WAY LINE OF SAID PAULINE AVENUE, A DISTANCE OF 117.60 FEET TO THE EAST RIGHT OF WAY LINE OF RAYMOND ROAD; THENCE SOUTH 00 DEGREES 21 MINUTES 15 SECONDS EAST, ALONG THE EAST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 15.18 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE SOUTHWESTERLY ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID RAYMOND ROAD, BEING A CURVED LINE CONCAVED NORTHWESTERLY HAVING RADIUS OF 310.00 FEET, AN ARC DISTANCE OF 54.62 FEET (CHORD BEARS SOUTH 04 DEGREES 41 MINUTES 36 SECONDS WEST, A DISTANCE OF 54.55 FEET); THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS WEST, 69.52 FEET SOUTH OF AND PARALLEL WITH THE SOUTH RIGHT OF WAY LINE OF SAID PAULINE AVENUE, A DISTANCE OF 105.93 FEET; THENCE NORTHEASTERLY ALONG A CURVED LINE CONCAVED SOUTHEASTERLY HAVING A RADIUS OF 90.00 FEET, AN ARC DISTANCE OF 30.79 FEET (CHORD BEARS NORTH 17 DEGREES 09 MINUTES 32 SECONDS WEST, A DISTANCE OF 30.64 FEET) TO A POINT OF REVERSE CURVATURE IN SAID LINE; THENCE NORTHEASTERLY ALONG A CURVED LINE CONCAVED NORTHWESTERLY HAVING A RADIUS OF 65.00 FEET, AN ARC DISTANCE OF 30.99 FEET (CHORD BEARS NORTH 13 DEGREES 18 MINUTES 11 SECONDS EAST, A DISTANCE OF 30.69 FEET) TO A POINT OF TANGENCY IN SAID LINE; THENCE NORTH 00 DEGREES 21 MINUTES 15 SECONDS WEST, A DISTANCE OF 10.47 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

SINGLE FAMILY UNIT 13:
THAT PART OF LOT 2 IN FAIRVIEW ESTATES; BEING A SUBDIVISION OF THE WEST HALF

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OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 2005 AS DOCUMENT NUMBER 5821192, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF PAULINE AVENUE WITH THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 33 (AFORESAID LINE ALSO BEING THE EAST LINE OF SAID SUBDIVISION); THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS WEST, ALONG THE SOUTH RIGHT OF WAY LINE OF SAID PAULINE AVENUE, A DISTANCE OF 176.61 FEET TO THE EAST RIGHT OF WAY LINE OF RAYMOND ROAD; THENCE SOUTH 00 DEGREES 21 MINUTES 15 SECONDS EAST, ALONG THE EAST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 15.18 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE SOUTHWESTERLY ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID RAYMOND ROAD, BEING A CURVED LINE CONCAVED NORTHWESTERLY HAVING RADIUS OF 310.00 FEET, AN ARC DISTANCE OF 54.62 FEET (CHORD BEARS SOUTH 04 DEGREES 41 MINUTES 36 SECONDS WEST, A DISTANCE OF 54.55 FEET) TO THE POINT OF BEGINNING OF THE SITE INTENDED TO BE DESCRIBED; THENCE CONTINUING SOUTHWESTERLY ALONG THE EAST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, BEING A CURVED LINE CONCAVED NORTHWESTERLY HAVING A RADIUS OF 310.00 FEET, AN ARC DISTANCE OF 50.99 FEET (CHORD BEARS SOUTH 14 DEGREES 27 MINUTES 09 SECONDS WEST, A DISTANCE OF 50.93 FEET) TO A POINT OF TANGENCY IN SAID LINE; THENCE SOUTH 19 DEGREES 09 MINUTES 53 SECONDS WEST, ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 2.42 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS WEST, PARALLEL WITH THE SOUTH RIGHT OF WAY LINE OF SAID PAULINE AVENUE, A DISTANCE OF 113.29; THENCE NORTHEASTERLY ALONG A CURVED LINE CONCAVED NORTHWESTERLY HAVING A RADIUS OF 398.00 FEET, AN ARC DISTANCE OF 46.13 FEET (CHORD BEARS NORTH 06 DEGREES 58 MINUTES 04 SECONDS EAST, A DISTANCE OF 46.10 FEET) TO A POINT OF REVERSE CURVATURE IN SAID LINE; THENCE NORTHERLY ALONG A CURVED LINE CONCAVED EASTERLY HAVING A RADIUS OF 90.00 FEET, AN ARC DISTANCE OF 5.83 FEET (CHORD BEARS NORTH 05 DEGREES 30 MINUTES 09 SECONDS EAST, A DISTANCE OF 5.83 FEET); THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS WEST, PARALLEL WITH THE SOUTH RIGHT OF WAY LINE OF SAID PAULINE AVENUE, A DISTANCE OF 105.93 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

SINGLE FAMILY UNIT 14:

THAT PART OF LOT 2 IN FAIRVIEW ESTATES; BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 2005 AS DOCUMENT NUMBER 5821192, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF PAULINE AVENUE WITH THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 33 (AFORESAID LINE ALSO BEING THE EAST LINE OF SAID SUBDIVISION); THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS WEST, ALONG THE SOUTH RIGHT OF WAY LINE OF SAID PAULINE AVENUE, A DISTANCE OF 176.61 FEET TO THE EAST RIGHT OF WAY LINE OF RAYMOND ROAD; THENCE SOUTH 00 DEGREES 21 MINUTES 15 SECONDS EAST, ALONG THE EAST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 15.18 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE SOUTHWESTERLY ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID RAYMOND ROAD, BEING A CURVED LINE CONCAVED

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NORTHWESTERLY HAVING RADIUS OF 310.00 FEET, AN ARC DISTANCE OF 105.61 FEET (CHORD BEARS SOUTH 09 DEGREES 24 MINUTES 19 SECONDS WEST, A DISTANCE OF 105.10 FEET) TO A POINT OF TANGENCY IN SAID LINE; THENCE SOUTH 19 DEGREES 09 MINUTES 53 SECONDS WEST, ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 2.42 FEET TO THE POINT OF BEGINNING OF THE SITE INTENDED TO BE DESCRIBED; THENCE CONTINUING SOUTH 19 DEGREES 09 MINUTES 53 SECONDS WEST, ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 54.66 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 45 SECONDS EAST, PARALLEL WITH THE SOUTH RIGHT OF WAY LINE OF SAID PAULINE AVENUE, A DISTANCE OF 118.25 FEET; THENCE NORTHEASTERLY ALONG A CURVED LINE CONCAVED NORTHWESTERLY HAVING A RADIUS OF 398.00 FEET, AN ARC DISTANCE OF 53.25 FEET (CHORD BEARS NORTH 14 DEGREES 07 MINUTES 05 SECONDS EAST, A DISTANCE OF 53.21 FEET); THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS WEST, PARALLEL WITH THE SOUTH LINE OF SAID PAULINE AVENUE, A DISTANCE OF 113.29 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

SINGLE FAMILY UNIT 15:

THAT PART OF LOT 2 IN FAIRVIEW ESTATES; BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 2005 AS DOCUMENT NUMBER 5821192, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF PAULINE AVENUE WITH THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 33 (AFORESAID LINE ALSO BEING THE EAST LINE OF SAID SUBDIVISION); THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS WEST, ALONG THE SOUTH RIGHT OF WAY LINE OF SAID PAULINE AVENUE, A DISTANCE OF 176.61 FEET TO THE EAST RIGHT OF WAY LINE OF RAYMOND ROAD; THENCE SOUTH 00 DEGREES 21 MINUTES 15 SECONDS EAST, ALONG THE EAST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 15.18 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE SOUTHWESTERLY ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID RAYMOND ROAD, BEING A CURVED LINE CONCAVED NORTHWESTERLY HAVING RADIUS OF 310.00 FEET, AN ARC DISTANCE OF 105.61 FEET (CHORD BEARS SOUTH 09 DEGREES 24 MINUTES 19 SECONDS WEST, A DISTANCE OF 105.10 FEET) TO A POINT OF TANGENCY IN SAID LINE; THENCE SOUTH 19 DEGREES 09 MINUTES 53 SECONDS WEST, ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 57.08 FEET TO THE POINT OF BEGINNING OF THE SITE INTENDED TO BE DESCRIBED; THENCE CONTINUING SOUTH 19 DEGREES 09 MINUTES 53 SECONDS WEST, ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 54.66 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 45 SECONDS EAST, PARALLEL WITH THE SOUTH RIGHT OF WAY LINE OF SAID PAULINE AVENUE, A DISTANCE OF 116.54 FEET; THENCE NORTH 21 DEGREES 43 MINUTES 58 SECONDS EAST, A DISTANCE OF 29.01 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE NORTHEASTERLY ALONG A CURVED LINE CONCAVED NORTHWESTERLY HAVING A RADIUS OF 398.00 FEET, AN ARC DISTANCE OF 26.25 FEET (CHORD BEARS NORTH 19 DEGREES 50 MINUTES 35 SECONDS EAST, A DISTANCE OF 26.25 FEET); THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS WEST, PARALLEL WITH THE SOUTH LINE OF SAID PAULINE AVENUE, A DISTANCE OF 118.25 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

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SINGLE FAMILY UNIT 16:
THAT PART OF LOT 2 IN FAIRVIEW ESTATES; BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 2005 AS DOCUMENT NUMBER 5821192, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF PAULINE AVENUE WITH THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 33 (AFORESAID LINE ALSO BEING THE EAST LINE OF SAID SUBDIVISION); THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS WEST, ALONG THE SOUTH RIGHT OF WAY LINE OF SAID PAULINE AVENUE, A DISTANCE OF 176.61 FEET TO THE EAST RIGHT OF WAY LINE OF RAYMOND ROAD; THENCE SOUTH 00 DEGREES 21 MINUTES 15 SECONDS EAST, ALONG THE EAST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 15.18 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE SOUTHWESTERLY ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID RAYMOND ROAD, BEING A CURVED LINE CONCAVED NORTHWESTERLY HAVING RADIUS OF 310.00 FEET, AN ARC DISTANCE OF 105.61 FEET (CHORD BEARS SOUTH 09 DEGREES 24 MINUTES 19 SECONDS WEST, A DISTANCE OF 105.10 FEET) TO A POINT OF TANGENCY IN SAID LINE; THENCE SOUTH 19 DEGREES 09 MINUTES 53 SECONDS WEST, ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 111.74 FEET TO THE POINT OF BEGINNING OF THE SITE INTENDED TO BE DESCRIBED; THENCE CONTINUING SOUTH 19 DEGREES 09 MINUTES 53 SECONDS WEST, ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 54.66 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 45 SECONDS EAST, PARALLEL WITH THE SOUTH RIGHT OF WAY LINE OF SAID PAULINE AVENUE, A DISTANCE OF 113.90 FEET; THENCE NORTH 21 DEGREES 43 MINUTES 58 SECONDS EAST, A DISTANCE OF 55.60 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS WEST, PARALLEL WITH THE SOUTH LINE OF SAID PAULINE AVENUE, A DISTANCE OF 116.54 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

SINGLE FAMILY UNIT 17:
THAT PART OF LOT 2 IN FAIRVIEW ESTATES; BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 2005 AS DOCUMENT NUMBER 5821192, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF PAULINE AVENUE WITH THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 33 (AFORESAID LINE ALSO BEING THE EAST LINE OF SAID SUBDIVISION); THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS WEST, ALONG THE SOUTH RIGHT OF WAY LINE OF SAID PAULINE AVENUE, A DISTANCE OF 176.61 FEET TO THE EAST RIGHT OF WAY LINE OF RAYMOND ROAD; THENCE SOUTH 00 DEGREES 21 MINUTES 15 SECONDS EAST, ALONG THE EAST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 15.18 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE SOUTHWESTERLY ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID RAYMOND ROAD, BEING A CURVED LINE CONCAVED NORTHWESTERLY HAVING RADIUS OF 310.00 FEET, AN ARC DISTANCE OF 105.61 FEET (CHORD BEARS SOUTH 09 DEGREES 24 MINUTES 19 SECONDS WEST, A DISTANCE OF 105.10 FEET) TO A POINT OF TANGENCY IN SAID LINE; THENCE SOUTH 19 DEGREES 09

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MINUTES 53 SECONDS WEST, ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 166.40 FEET TO THE POINT OF BEGINNING OF THE SITE INTENDED TO BE DESCRIBED; THENCE CONTINUING SOUTH 19 DEGREES 09 MINUTES 53 SECONDS WEST, ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 54.66 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 45 SECONDS EAST, PARALLEL WITH THE SOUTH RIGHT OF WAY LINE OF SAID PAULINE AVENUE, A DISTANCE OF 115.77 FEET; THENCE NORTH 11 DEGREES 14 MINUTES 24 SECONDS EAST, A DISTANCE OF 9.19 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE NORTHEASTERLY ALONG A CURVED LINE CONCAVED SOUTHEASTERLY HAVING A RADIUS OF 150.00 FEET, AN ARC DISTANCE OF 27.47 FEET (CHORD BEARS NORTH 16 DEGREES 29 MINUTES 11 SECONDS EAST, A DISTANCE OF 27.43 FEET) TO A POINT OF TANGENCY IN SAID LINE; THENCE NORTH 21 DEGREES 43 MINUTES 58 SECONDS EAST, A DISTANCE OF 17.54 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS WEST, PARALLEL WITH THE SOUTH LINE OF SAID PAULINE AVENUE, A DISTANCE OF 113.90 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

SINGLE FAMILY UNIT 18:

THAT PART OF LOT 2 IN FAIRVIEW ESTATES; BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 2005 AS DOCUMENT NUMBER 5821192, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF PAULINE AVENUE WITH THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 33 (AFORESAID LINE ALSO BEING THE EAST LINE OF SAID SUBDIVISION); THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS WEST, ALONG THE SOUTH RIGHT OF WAY LINE OF SAID PAULINE AVENUE, A DISTANCE OF 176.61 FEET TO THE EAST RIGHT OF WAY LINE OF RAYMOND ROAD; THENCE SOUTH 00 DEGREES 21 MINUTES 15 SECONDS EAST, ALONG THE EAST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 15.18 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE SOUTHWESTERLY ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID RAYMOND ROAD, BEING A CURVED LINE CONCAVED NORTHWESTERLY HAVING RADIUS OF 310.00 FEET, AN ARC DISTANCE OF 105.61 FEET (CHORD BEARS SOUTH 09 DEGREES 24 MINUTES 19 SECONDS WEST, A DISTANCE OF 105.10 FEET) TO A POINT OF TANGENCY IN SAID LINE; THENCE SOUTH 19 DEGREES 09 MINUTES 53 SECONDS WEST, ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 221.06 FEET TO THE POINT OF BEGINNING OF THE SITE INTENDED TO BE DESCRIBED; THENCE CONTINUING SOUTH 19 DEGREES 09 MINUTES 53 SECONDS WEST, ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 1.13 FEET; THENCE CONTINUING SOUTH 17 DEGREES 07 MINUTES 11 SECONDS WEST, ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 52.89 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 45 SECONDS EAST, PARALLEL WITH THE SOUTH RIGHT OF WAY LINE OF SAID PAULINE AVENUE, A DISTANCE OF 116.05 FEET; THENCE NORTH 22 DEGREES 02 MINUTES 20 SECONDS EAST, A DISTANCE OF 10.31 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE NORTHEASTERLY ALONG A CURVED LINE CONCAVED NORTHWESTERLY HAVING A RADIUS OF 190.00 FEET, AN ARC DISTANCE OF 35.81 FEET (CHORD BEARS NORTH 16 DEGREES 38 MINUTES 22 SECONDS EAST, A DISTANCE OF 35.76 FEET) TO A POINT OF TANGENCY IN SAID LINE; THENCE NORTH 11 DEGREES 14 MINUTES 24 SECONDS EAST, A

DISTANCE OF 7.95 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS WEST, PARALLEL WITH THE SOUTH LINE OF SAID PAULINE AVENUE, A DISTANCE OF 115.77 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

SINGLE FAMILY UNIT 19:

THAT PART OF LOT 2 IN FAIRVIEW ESTATES; BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 2005 AS DOCUMENT NUMBER 5821192, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF PAULINE AVENUE WITH THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 33 (AFORESAID LINE ALSO BEING THE EAST LINE OF SAID SUBDIVISION); THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS WEST, ALONG THE SOUTH RIGHT OF WAY LINE OF SAID PAULINE AVENUE, A DISTANCE OF 176.61 FEET TO THE EAST RIGHT OF WAY LINE OF RAYMOND ROAD; THENCE SOUTH 00 DEGREES 21 MINUTES 15 SECONDS EAST, ALONG THE EAST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 15.18 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE SOUTHWESTERLY ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID RAYMOND ROAD, BEING A CURVED LINE CONCAVED NORTHWESTERLY HAVING RADIUS OF 310.00 FEET, AN ARC DISTANCE OF 105.61 FEET (CHORD BEARS SOUTH 09 DEGREES 24 MINUTES 19 SECONDS WEST, A DISTANCE OF 105.10 FEET) TO A POINT OF TANGENCY IN SAID LINE; THENCE SOUTH 19 DEGREES 09 MINUTES 53 SECONDS WEST, ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 222.19 FEET; THENCE CONTINUING SOUTH 17 DEGREES 07 MINUTES 11 SECONDS WEST, ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 52.89 FEET TO THE POINT OF BEGINNING OF THE SITE INDENDED TO BE DESCRIBED; THENCE CONTINUING SOUTH 17 DEGREES 07 MINUTES 11 SECONDS EAST, ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 50.34 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF MARY BELLE CIRCLE; THENCE SOUTH 72 DEGREES 52 MINUTES 49 SECONDS EAST, ALONG THE NORTHERLY RIGHT OF WAY LINE OF MARY BELLE COURT, A DISTANCE OF 12.94 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE CONTINUING SOUTHEASTERLY ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID MARY BELLE CIRCLE, BEING A CURVED LINE CONCAVED NORTHERLY HAVING A RADIUS OF 100.00 FEET, AN ARC DISTANCE OF 30.50 (CHORD BEARS SOUTH 81 DEGREES 37 MINUTES 02 SECONDS EAST, A DISTANCE OF 30.38 FEET) TO A POINT OF TANGENCY IN SAID LINE; THENCE CONTINUING NORTH 89 DEGREES 38 MINUTES 45 SECONDS EAST, ALONG THE NORTHELRY RIGHT OF WAY LINE OF SAID MARY BELLE CIRCLE, A DISTANCE OF 55.07 FEET; THENCE CONTINUING NORTHEASTERLY ALONG THE NORTHELRY RIGHT OF WAY LINE OF SAID MARY BELLE CIRCLE, BEING A CURVED LINE CONCAVED SOUTHEASTERLY HAVING A RADIUS OF 55.00 FEET, AN ARC DISTANCE OF 17.45 FEET (CHORD BEARS NORTH 66 DEGREES 13 MINUTES 49 SECONDS EAST, A DISTANCE OF 17.38 FEET); THENCE NORTH 10 DEGREES 37 MINUTES 25 SECONDS EAST, A DISTANCE OF 3.39 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE NORTHEASTERLY ALONG A CURVED LINE CONCAVED SOUTHEASTERLY HAVING A RADIUS OF 90.00 FEET, AN ARC DISTANCE OF 17.93 FEET (CHORD BEARS NORTH 16 DEGREES 19 MINUTES 52 SECONDS EAST, A DISTANCE OF 17.90 FEET) TO A POINT OF TANGENCY IN SAID LINE; THENCE NORTH 22 DEGREES 02 MINUTES 20 SECONDS EAST, A DISTANCE OF 31.51 FEET; THENCE SOUTH 89 DEGREES 38

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MINUTES 45 SECONDS WEST, PARALLEL WITH THE SOUTH LINE OF SAID PAULINE AVENUE, A DISTANCE OF 116.05 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

SINGLE FAMILY UNIT 20:
THAT PART OF LOT 2 IN FAIRVIEW ESTATES; BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 2005 AS DOCUMENT NUMBER 5821192, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID FAIRVIEW ESTATES SUBDIVISION; THENCE SOUTH 89 DEGREES 36 MINUTES 56 SECONDS WEST, ALONG THE SOUTH LINE OF SAID FAIRVIEW ESTATES SUBDIVISION, A DISTANCE OF 256.38 FEET TO THE POINT OF BEGINNING OF THE SITE INTENDED TO BE DESCRIBED: THENCE CONTINUING SOUTH 89 DEGREES 36 MINUTES 56 SECONDS WEST, ALONG THE SOUTH LINE OF SAID FAIRVIEW ESTATES SUBDIVISION, A DISTANCE OF 90.31 FEET TO THE EAST RIGHT OF WAY LINE OF RAYMOND ROAD; THENCE NORTHERLY ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID RAYMOND ROAD THE FOLLOWING COURSES: NORTH 00 DEGREES 23 MINUTES 04 SECONDS WEST, A DISTANCE OF 3.99 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE NORTHEASTERLY ALONG A CURVED LINE CONCAVED EASTERLY HAVING A RADIUS OF 100.00 FEET, AN ARC DISTANCE OF 27.12 FEET (CHORD BEARS NORTH 07 DEGREES 23 MINUTES 10 SECONDS EAST, A DISTANCE OF 27.04 FEET) TO A POINT OF TANGENCY IN SAID LINE; THENCE NORTH 15 DEGREES 09 MINUTES 23 SECONDS EAST, A DISTANCE OF 29.25 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE NORTHEASTERLY ALONG A CURVED LINE CONCAVED SOUTHEASTERLY HAVING A RADIUS OF 415.00 FEET, AN ARC DISTANCE OF 14.22 FEET (CHORD BEARS NORTH 16 DEGREES 08 MINUTES 17 SECONDS EAST, A DISTANCE OF 14.22 FEET) TO A POINT OF TANGENCY IN SAID LINE; THENCE NORTH 17 DEGREES 07 MINUTES 11 SECONDS EAST, A DISTANCE OF 56.26 FEET TO THE SOUTH RIGHT OF WAY LINE OF MARY BELL CIRCLE; THENCE SOUTH 72 DEGREES 52 MINUTES 49 SECONDS EAST, ALONG THE SOUTH RIGHT OF WAY LINE OF SAID MARY BELLE CIRCLE, A DISTANCE OF 12.94 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE SOUTHEASTERLY ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID MARY BELLE CIRCLE, BEING A CURVED LINE CONCAVED NORTHEASTERLY HAVING A RADIUS 160.00 FEET, AN ARC DISTANCE OF 46.33 FEET (CHORD BEARS SOUTH 81 DEGREES 10 MINUTES 33 SECONDS EAST, A DISTANCE OF 46.17 FEET); THENCE SOUTH 00 DEGREES 21 MINUTES 15 SECONDS EAST, A DISTANCE OF 114.97 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

SINGLE FAMILY UNIT 21:
THAT PART OF LOT 2 IN FAIRVIEW ESTATES; BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 2005 AS DOCUMENT NUMBER 5821192, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID FAIRVIEW ESTATES SUBDIVISION; THENCE SOUTH 89 DEGREES 36 MINUTES 56 SECONDS WEST, ALONG THE SOUTH LINE OF SAID FAIRVIEW ESTATES SUBDIVISION, A DISTANCE OF 205.38 FEET TO THE POINT OF BEGINNING OF THE SITE INTENDED TO BE DESCRIBED: THENCE CONTINUING SOUTH 89 DEGREES 36

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MINUTES 56 SECONDS WEST, ALONG THE SOUTH LINE OF SAID FAIRVIEW ESTATES SUBDIVISION, A DISTANCE OF 51.00 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 15 SECONDS WEST, A DISTANCE OF 114.97 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF MARY BELLE CIRCLE; THENCE EASTERLY ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID MARY BELLE CIRCLE, BEING A CURVE LINE CONCAVED NORTHERLY HAVING A RADIUS OF 160.00 FEET, AN ARC DISTANCE OF 2.47 FEET (CHORD BEARS SOUTH 89 DEGREES 54 MINUTES 45 SECONDS EAST, A DISTANCE OF 2.47 FEET) TO A POINT OF TANGENCY IN SAID LINE; THENCE CONTINUING NORTH 89 DEGREES 38 MINUTES 45 SECONDS EAST, ALONG THE SOUTHELRY RIGHT OF WAY LINE OF SAID MARY BELLE CIRCLE, A DISTANCE OF 31.33 FEET; THENCE SOUTHEASTERLY ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID MARY BELLE CIRCLE, BEING A CURVED LINE CONCAVED NORTHEASTERLY HAVING A RADIUS OF 55.00 FEET, AN ARC DISTANCE OF 41.35 FEET (CHORD BEARS SOUTH 36 DEGREES 13 MINUTES 31 SECONDS EAST, A DISTANCE OF 40.38 FEET); THENCE SOUTH 32 DEGREES 14 MINUTES 13 SECONDS WEST, A DISTANCE OF 12.00 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 15 SECONDS EAST, A DISTANCE OF 72.09 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

SINGLE FAMILY UNIT 22:

THAT PART OF LOT 2 IN FAIRVIEW ESTATES; BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 2005 AS DOCUMENT NUMBER 5821192, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID FAIRVIEW ESTATES SUBDIVISION; THENCE SOUTH 89 DEGREES 36 MINUTES 56 SECONDS WEST, ALONG THE SOUTH LINE OF SAID FAIRVIEW ESTATES SUBDIVISION, A DISTANCE OF 13.00 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 15 SECONDS WEST, A DISTANCE OF 139.11 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE NORTHWESTERLY ALONG A CURVED LINE CONCAVED SOUTHWESTERLY HAVING A RADIUS OF 130.00 FEET, AN ARC DISTANCE OF 96.88 FEET (CHORD BEARS NORTH 21 DEGREES 23 MINUTES 13 SECONDS WEST, A DISTANCE OF 94.65 FEET) TO A POINT OF TANGENCY IN SAID LINE; THENCE NORTH 42 DEGREES 44 MINUTES 10 SECONDS WEST, A DISTANCE OF 5.00 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE NORTHWESTERLY ALONG A CURVED LINE CONCAVED SOUTHWESTERLY HAVING A RADIUS OF 92.00 FEET, AN ARC DISTANCE OF 29.37 FEET(CHORD BEARS NORTH 51 DEGREES 52 MINUTES 53 SECONDS WEST, A DISTANCE OF 29.24 FEET) TO THE POINT OF BEGINNING OF THE SITE INTENDED TO BE DESCRIBED; THENCE NORTH 61 DEGREES 01 MINUTES 36 SECONDS WEST, A DISTANCE OF 75.91 FEET; THENCE SOUTHWESTERLY ALONG A CURVED LINE CONCAVED NORTHWESTERLY HAVING A RADIUS OF 200.00 FEET, AN ARC DISTANCE OF 51.44 FEET (CHORD BEARS SOUTH 14 DEGREES 40 MINUTES 16 SECONDS WEST, A DISTANCE OF 51.29 FEET) TO A POINT OF TANGENCY IN SAID LINE; THENCE SOUTH 22 DEGREES 02 MINUTES 20 SECONDS WEST, A DISTANCE OF 41.82 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE SOUTHWESTERLY ALONG A CURVED LINE CONCAVED SOUTHEASTERLY HAVING A RADIUS OF 80.00 FEET, AN ARC DISTANCE OF 15.74 FEET (CHORD BEARS SOUTH 16 DEGREES 24 MINUTES 12 SECONDS WEST, A DISTANCE OF 15.71 FEET) TO A POINT ON THE NORTH RIGHT OF WAY LINE OF MARY BELLE CIRCLE; THENCE SOUTHEASTERLY ALONG THE NORTHERLY RIGHT OF WAY LINE OF MARY BELLE CIRCLE, BEING A CURVED LINE CONCAVED SOUTHERLY HAVING A RADIUS OF 55.00 FEET, AN ARC DISTANCE OF

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42.27 FEET (CHORD BEARS SOUTH 71 DEGREES 34 MINUTES 57 SECONDS EAST, A DISTANCE OF 41.23 FEET); THENCE NORTH 40 DEGREES 25 MINUTES 59 SECONDS EAST, A DISTANCE OF 25.00 FEET; THENCE NORTH 28 DEGREES 58 MINUTES 24 SECONDS EAST, A DISTANCE OF 23.07 FEET; THENCE NORTH 39 DEGREES 11 MINUTES 06 SECONDS EAST, A DISTANCE OF 52.26 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

SINGLE FAMILY UNIT 23:
THAT PART OF LOT 2 IN FAIRVIEW ESTATES; BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 2005 AS DOCUMENT NUMBER 5821192, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID FAIRVIEW ESTATES SUBDIVISION; THENCE SOUTH 89 DEGREES 36 MINUTES 56 SECONDS WEST, ALONG THE SOUTH LINE OF SAID FAIRVIEW ESTATES SUBDIVISION, A DISTANCE OF 13.00 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 15 SECONDS WEST, A DISTANCE OF 139.11 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE NORTHWESTERLY ALONG A CURVED LINE CONCAVED SOUTHWESTERLY HAVING A RADIUS OF 130.00 FEET, AN ARC DISTANCE OF 53.71 FEET (CHORD BEARS NORTH 11 DEGREES 52 MINUTES 25 SECONDS WEST, A DISTANCE OF 53.33 FEET) TO THE POINT OF BEGINNING OF THE SITE INTENDED TO BE DESCRIBED; THENCE CONTINUING NORTHWESTERLY ALONG A CURVED LINE CONCAVED SOUTHWESTERLY HAVING A RADIUS 130.00 FEET, AN ARC DISTANCE OF 43.17 FEET (CHORD BEARS NORTH 33 DEGREES 13 MINUTES 22 SECONDS WEST, A DISTANCE OF 42.97 FEET) TO A POINT OF TANGENCY IN SAID LINE; THENCE NORTH 42 DEGREES 44 MINUTES 10 SECONDS WEST, A DISTANCE OF 5.00 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE NORTHWESTERLY ALONG A CURVED LINE CONCAVED SOUTHWESTERLY HAVING A RADIUS OF 92.00 FEET, AN ARC DISTANCE OF 29.37 FEET (CHORD BEARS NORTH 51 DEGREES 52 MINUTES 53 SECONDS WEST, A DISTANCE OF 29.24 FEET); THENCE SOUTH 39 DEGREES 11 MINUTES 06 SECONDS WEST, A DISTANCE OF 52.26 FEET; THENCE SOUTH 28 DEGREES 58 MINUTES 24 SECONDS WEST, A DISTANCE OF 23.07 FEET; THENCE SOUTH 40 DEGREES 25 MINUTES 59 SECONDS WEST, A DISTANCE OF 25.00 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF MARY BELLE CIRCLE; THENCE SOUTHEASTERLY ALONG A CURVED LINE CONCAVED SOUTHWESTERLY HAVING A RADIUS 55.00 FEET, AN ARC DISTANCE OF 17.67 FEET (CHORD BEARS SOUTH 40 DEGREES 21 MINUTES 43 SECONDS EAST, A DISTANCE OF 17.60 FEET); THENCE NORTH 66 DEGREES 07 MINUTES 34 SECONDS EAST, A DISTANCE OF 36.04 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 45 SECONDS EAST, A DISTANCE OF 13.90 FEET; THENCE NORTH 68 DEGREES 15 MINUTES 25 SECONDS EAST, A DISTANCE OF 56.09 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

SINGLE FAMILY UNIT 24:
THAT PART OF LOT 2 IN FAIRVIEW ESTATES; BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 2005 AS DOCUMENT NUMBER 5821192, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID FAIRVIEW ESTATES SUBDIVISION; THENCE SOUTH 89 DEGREES 36 MINUTES 56 SECONDS WEST, ALONG THE SOUTH LINE OF SAID FAIRVIEW

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ESTATES SUBDIVISION, A DISTANCE OF 13.00 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 15 SECONDS WEST, A DISTANCE OF 119.91 FEET TO THE POINT OF BEGINNING OF THE SITE INTENDED TO BE DESCRIBED; THENCE CONTINUING NORTH 00 DEGREES 02 MINUTES 15 SECONDS WEST, A DISTANCE OF 19.20 FEET; THENCE NORTHWESTERLY ALONG A CURVED LINE CONCAVED SOUTHWESTERLY HAVING A RADIUS OF 130.00 FEET, AN ARC DISTANCE OF 53.71 FEET (CHORD BEARS NORTH 11 DEGREES 52 MINUTES 25 SECONDS WEST, A DISTANCE OF 53.33 FEET); THENCE SOUTH 68 DEGREES 15 MINUTES 25 SECONDS WEST, A DISTANCE OF 56.09 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS WEST, A DISTANCE OF 13.90 FEET; THENCE SOUTH 66 DEGREES 07 MINUTES 34 SECONDS WEST, A DISTANCE OF 36.04 FEET TO THE EASTERLY RIGHT OF WAY LINE OF MARY BELLE CIRCLE; THENCE SOUTHEASTERLY ALONG THE EASTELRY RIGHT OF WAY LINE OF SAID MARY BELLE CIRCLE, BEING A CURVED LINE CONCAVED WESTERLY HAVING A RADIUS 55.00 FEET, AN ARC DISTANCE OF 38.05 FEET (CHORD BEARS SOUTH 11 DEGREES 20 MINUTES 09 SECONDS EAST, A DISTANCE OF 37.30 FEET); THENCE NORTH 89 DEGREES 38 MINUTES 48 SECONDS EAST, A DISTANCE OF 102.61 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

SINGLE FAMILY UNIT 25:
THAT PART OF LOT 2 IN FAIRVIEW ESTATES; BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 2005 AS DOCUMENT NUMBER 5821192, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID FAIRVIEW ESTATES SUBDIVISION; THENCE SOUTH 89 DEGREES 36 MINUTES 56 SECONDS WEST, ALONG THE SOUTH LINE OF SAID FAIRVIEW ESTATES SUBDIVISION, A DISTANCE OF 13.00 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 15 SECONDS WEST, A DISTANCE OF 68.91 FEET TO THE POINT OF BEGINNING OF THE SITE INTENDED TO BE DESCRIBED; THENCE CONTINUING NORTH 00 DEGREES 02 MINUTES 15 SECONDS WEST, A DISTANCE OF 51.00 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS WEST, A DISTANCE OF 102.61 FEET TO THE EASTERLY RIGHT OF WAY LINE OF MARY BELLE CIRCLE; THENCE SOUTHWESTELRY ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID MARY BELLE CIRCLE, BEING A CURVED LINE CONCAVED NORTHWESTERLY HAVING A RADIUS OF 55.00 FEET, AN ARC DISTANCE OF 37.59 FEET (CHORD BEARS SOUTH 28 DEGREES 03 MINUTES 55 SECONDS WEST, A DISTANCE OF 36.86 FEET); THENCE SOUTH 42 DEGREES 21 MINUTES 16 SECONDS EAST, A DISTANCE OF 25.00 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 45 SECONDS EAST, A DISTANCE OF 103.15 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

SINGLE FAMILY UNIT 26:
THAT PART OF LOT 2 IN FAIRVIEW ESTATES; BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 2005 AS DOCUMENT NUMBER 5821192, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID FAIRVIEW ESTATES SUBDIVISION; THENCE SOUTH 89 DEGREES 36 MINUTES 56 SECONDS WEST, ALONG THE SOUTH LINE OF SAID FAIRVIEW ESTATES SUBDIVISION, A DISTANCE OF 13.00 FEET TO THE POINT OF BEGINNING OF THE SITE INTENDED TO BE DESCRIBED: THENCE CONTINUING SOUTH 89 DEGREES 36

Attachment: Exhibit A Plan Set (O-2022-57 : Approve an Ordinance Amending the PUD at 361 Raymond Rd.)

MINUTES 56 SECONDS WEST, ALONG THE SOUTH LINE OF SAID FAIRVIEW ESTATES SUBDIVISION, A DISTANCE OF 110.00 FEET; THENCE NORTH 20 DEGREES 10 MINUTES 03 SECONDS WEST, A DISTANCE OF 81.58 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF MARY BELLE CIRCLE; THENCE NORTHEASTERLY ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID MARY BELLE CIRCLE, BEING A CURVE LINE CONCAVED NORTHERLYWESTERLY HAVING A RADIUS OF 55.00 FEET, AN ARC DISTANCE OF 21.30 FEET (CHORD BEARS NORTH 58 DEGREES 44 MINUTES 21 SECONDS EAST, A DISTANCE OF 21.17 FEET); THENCE SOUTH 42 DEGREES 21 MINUTES 16 SECONDS EAST, A DISTANCE OF 25.00 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 45 SECONDS EAST, A DISTANCE OF 103.15 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 15 SECONDS EAST, A DISTANCE OF 68.91 FEET TO THE PLACE OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

MINUTES OF THE REGULAR MEETING OF THE PLANNING AND ZONING COMMISSION OF THE VILLAGE OF BUFFALO GROVE HELD IN THE COUNCIL CHAMBERS, 50 RAUPP BOULEVARD, BUFFALO GROVE, ILLINOIS ON WEDNESDAY, MAY 18, 2022

Call to Order

The meeting was called to order at 7:30 PM by Chairman Frank Cesario

Public Hearings/Items For Consideration

1. Consider an Amendment to the Planned Unit of Development at 361 Raymond. (Trustee Johnson) (Staff Contact: Nicole Woods)

Ms. Woods provided a background on the PUD to allow an addition outside the building blocks. Additionally, Ms. Woods reviewed the history of the property and the proposed addition.

Mr. Entman, petitioner's attorney, clarified that it is a room addition. He reviewed the plans and described the petitioners' circumstances and the reason behind the addition. He reviewed the support by the neighbors and the homeowner's association approval.

Com. Richards asked if this creates a precedent within the neighborhood.

Mr. Entman believes that the answer is no, but it could spark ideas.

Ms. Woods commented on the amendment. She noted that if that were to occur, those petitioners would be evaluated on a case-by-case basis.

Com. Worlikar asked the petitioners to walk through the design of the addition and how it will blend in with the neighborhood.

Mr. Pavlovcik, petitioner's architect, reviewed the characteristics of the design.

Com. Worlikar asked if the colors match the existing structure.

Mr. Pavlovcki said he cannot attest to the colors/materials at this time.

Mr. Entman apologized by not have the colors/materials but believe will blend in with the home/existing structure.

Com. Worlikar asked if there were any concerns from their neighbors.

Mr. Youm said there are no complaints from his neighbors, the neighbors are excited.

Chairperson Cesario asked to confirm that the homeowner's association agreed.

Mr. Entman said yes.

The public hearing was closed at 7:52 PM

Com. Khan made a motion to grant a positive recommendation to the Village Board for an amendment to the residential Planned Unit of Development (Ordinance Nos. 2005 - 24, 2005-25, 2005-26) to allow for an addition to extend outside the Building Box 18 as shown on the proposed plan subject to the following conditions listed below:

1. *The addition shall be installed in accordance with the documents and plans submitted as part of the petition.*

Com. Richards seconded the motion.

Attachment: Exhibit B PZC Minutes (O-2022-57 : Approve an Ordinance Amending the PUD at 361 Raymond Rd.)

Com. Chairperson spoke in favor of the motion and thanked the homeowner for talking with his neighbors.

Com. Khan spoke in favor of the motion.

RESULT:	**RECOMMENDATION TO APPROVE [UNANIMOUS]**
	Next: 6/20/2022 7:30 PM
AYES:	Spunt, Cesario, Khan, Au, Richards, Worlikar
ABSENT:	Adam Moodhe, Mitchell Weinstein

2. Consider Approval - Amend to PD, SU, Plat of Sub, Prelim & Final Dev Plan, SU and Var. at Town Center (Trustee Johnson) (Staff Contact: Nicole Woods)

Ms. Woods provided a background on the PUD amendment for The Clove.

Mr. Schoditsch, Kensington, reviewed the PUD amendment to The Clove and walked through the process of combining phase 1 and 2, where previously they were going to do them separately. He went over the changes from the original PUD to the amendment, which is due to the development of Chick-Fil-A in the out lot that has changed the trajectory of the project.

Mr. Clark, Lakotakota Group, went through the landscape plan and the walkability plan.

Mr. Rea, Kensington, walked through building B explaining what will be replaced and enhanced.

Mr. Lurk, with Chick-Fil-A, walked through the Chick-Fil-A plan and how the appearance looks like the rest of the development. He reviewed the canopies that are covering the pick-up lanes for their employees. Additionally, he reviewed the signage, materials, and colors that will be used. Lastly he talked about the pickup door vs. pickup window that will be part of the development and the dual drive lane.

Mr. Wells, Urban Street, reviewed their request for 2 foot increase, which has been brought to their attention as they have moved from the plan design phase to the construction phase.

Com. Spunt asked traffic flow.

Mr. Schoditsch explained the traffic flow and access points.

Com. Spunt asked if there would be any car changers in the lot.

Mr. Schoditsch said no.

Com. Spunt asked about Bowlaro and what they will be doing with that building.

Mr. Schoditsch said they don't own Bowlaro but will be paving their lot.

Com. Au asked about the tenants who were going move originally to accommodate Phase 1 and asked what the plan is now for those tenants.

Mr. Schoditsch explained the plan for the tenants.

Com. Au asked about the drive through lane for Chick Fil A and asked if it was going to be enough room in the que for the number of customers they attract.

Mr. Lurk said the current design is to keep traffic off Route 83. He also explained the rest of the traffic flow for cars accessing Chick-Fil-A.

Attachment: Exhibit B PZC Minutes (O-2022-57 : Approve an Ordinance Amending the PUD at 361 Raymond Rd.)

Com. Au asked if the cars would back up on Old Checker Rd.

Mr. Lurk said the dual lane will help mitigate the traffic, which is unlike other locations.

Com. Au asked if they know how many cars will be at this location at this time.

Mr. Lurk said he does not.

Mr. Schoditsch noted that in their original traffic study, they included Chick-Fil-A.

Mr. Stilling commented that the proposed Chick-Fil-A would have a 25-stack ability, close to three times what the Village requires.

Com. Richards asked about the safety of those who will have to throw out trash given the proposed location of the dumpster.

Mr. Lurk reviewed the dumpster location and reviewed the safety precautions.

Com. Richards asked if traffic would impact people walking.

Mr. Lurk said it is no different from other locations.

Mr. Schoditsch said there are other safety precautions in place to make sure those who park can safely enter Chick-Fil-A.

Com. Richards asked about the landscape and softening up the area with more landscape.

Mr. Schoditsch said they have tried to increase but explained the limitations they have with Bowlaro.

Mr. Stilling explained that Bowlaro has a significant amount of control over the parking lot.

Com. Spunt asked about the dual lane for Chick-Fil-A.

Mr. Lurk explained that the dual lane provides a safe environment for their workers.

Chairperson Cesario asked if they are aware of the thirteen conditions that are part of the petitioner's packet created by staff.

All Petitioners said yes, they are aware.

Chairperson Cesario asked staff if the proposed variations that were part of the original PUD still exist.

Ms. Woods said the reason they are back is because the plan has refined.

Chairperson Cesario commented that the amendment is modest.

Com. Worlikar asked if there is a similar design in other places for Chick-Fil-A with a dual lane that they could see.

Mr. Lurk said the one in Algonquin is very similar to the proposed Buffalo Grove Chick-Fil-A.

Com. Khan asked if they have contacted IDOT.

Mr. Schoditsch said they have been working with IDOT continuously and have received informal approval from IDOT.

Com. Khan asked if the improvements are enough or if IDOT is asking for more improvements.

Attachment: Exhibit B PZC Minutes (O-2022-57 : Approve an Ordinance Amending the PUD at 361 Raymond Rd.)

Mr. Schoditsch said they are not making any new request.

Com. Spunt asked for additional clarification of the retailers who are staying and where they will be going during construction.

Mr. Schoditsch went over the communication plan with the tenants, noting that they will be down for a few months and are aware of the situation and will continue to know what is going on.

Com. Worlikar asked if they were going to be making improvements to Old Checker Rd.

Mr. Rea said yes, they will be making improvements to Old Checker Rd to Buffalo Grove Road.

Mr. Schoditsch thanked the Commission for their time.

The public hearing was closed at 8:46 PM.

Com. Khan made a motion to grant approval for an amendment to Planned Development Ordinance No. 86-61, as amended, requesting approval for a special use for mixed use Planned Unit Development and approval of a Final Plat of Subdivision and Preliminary and Final Development Plan approval with Special Uses and Variations for a proposed plan for a 20-acre mixed-use redevelopment center with grocery store, retail, restaurants, and multi-family residential at the Buffalo Grove Town Center.

Com. Richards second the motion.

Com. Au spoke in favor of the motion.

Chairperson Cesario spoke in favor of the motion.

RESULT:	**APPROVED [UNANIMOUS]**
AYES:	Spunt, Cesario, Khan, Au, Richards, Worlikar
ABSENT:	Adam Moodhe, Mitchell Weinstein

Regular Meeting

Other Matters for Discussion

1. Workshop - Proposed Retail Building at 41 S McHenry (Trustee Pike) (Staff Contact: Nicole Woods)

Ms. Woods provided a brief background on proposed 10,000 square feet retail building at 41 S. McHenry Rd.

Mr. Goltz provided addition background on the development of the proposed development at 41 S. McHenry Rd.

Com. Spunt asked if it would be better positioned in The Clove.

Mr. Goltz said it is more complementary to the Clove with the hospital in mind.

Com. Spunt asked the petitioner to explain Wild Fork.

Mr. Goltz described the tenant as grab and go establishment.

Ms. Woods commented on the development and why the development works in accordance with the Lake Cook Road Corridor plan.

Com. Au explained more on Wildfork.

Attachment: Exhibit B PZC Minutes (O-2022-57 : Approve an Ordinance Amending the PUD at 361 Raymond Rd.)

Com. Au asked if the parking needs to be reconfigured for drivers who do delivery.

Mr. Goltz explained the grab n go concepts, which puts no additional pressure or stress on parking.

Com. Worlikar asked about access and traffic flow to the proposed retail development.

Mr. Goltz said the access will remain what it is today.

Com. Richards asked if the vet clinic was 24 hours.

Mr. Goltz said no.

Chairperson Cesario said the elevation is beautiful and really likes the concept design.

Mr. Goltz thanked the Chairperson Cesario.

Chairperson Cesario asked if they had any question they would like answered by the Commission.

Mr. Goltz said no.

Chairperson asked staff if they have anything they want the Commission to ask.

Staff said no.

Approval of Minutes

1. Planning and Zoning Commission - Regular Meeting - Apr 20, 2022 7:30 PM

RESULT:	**ACCEPTED [5 TO 0]**
AYES:	Spunt, Cesario, Au, Richards, Worlikar
ABSTAIN:	Zill Khan
ABSENT:	Adam Moodhe, Mitchell Weinstein

Chairman's Report

Chairperson Cesario congratulated the current members of the PZC on their reappointment to the Commission and went of the new addition to the Commission.

Committee and Liaison Reports

Chairperson Cesario provided a report of the Village Board meeting he attended.

Staff Report/Future Agenda Schedule

Ms. Woods provided an overview of what the future agenda schedule will be.

Public Comments and Questions

Adjournment

The meeting was adjourned at 9:12 PM

Attachment: Exhibit B PZC Minutes (O-2022-57 : Approve an Ordinance Amending the PUD at 361 Raymond Rd.)

Chris Stilling

APPROVED BY ME THIS __18th____ DAY OF __May__, 2022

Ordinance No. O-2022-58 : Approve an Ordinance Granting a Special Use for a Recreational Use/Amusement Use (Virtual Golf) in the B-3 Zoning District at Space 45 in Woodland Commons at 312 Half Day Road.

Recommendation of Action

The Planning & Zoning Commission unanimously recommended approval. Staff concurs with this recommendation.

FULL OVERVIEW: The petitioners are requesting approval of a special use to operate a recreational/amusement facility, Golf Lobby at Space 45 at Woodland Commons at 312 Half Day Rd.

ATTACHMENTS:

- BOT Memo (DOCX)
- Ordinance (DOCX)
- Exhibit A. Plan Set (PDF)
- Exhibit B. PZC Minutes (PDF)

Trustee Liaison	**Staff Contact**
Pike	Nicole Woods, Community Development

Monday, June 20, 2022	

VILLAGE OF
BUFFALO GROVE

DATE: June 16, 2022

TO: President Beverly Sussman and Trustees

FROM: Nicole Woods, Director Community Development

SUBJECT: Ordinance approving a Special Use for a Recreational Use/Amusement Use (The Golf Lobby LLC) at 312 Half Day Road.

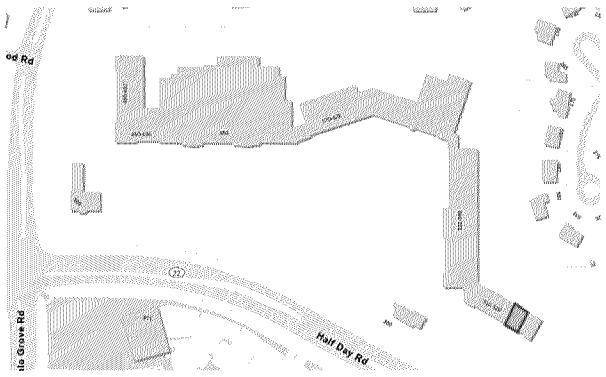
BACKGROUND

The Petitioner, Ravi Maruvada, is proposing to operate a recreation facility/amusement use, The Golf Lobby at 312 Half Day Road. This 3,100 square foot facility is currently vacant. Pursuant to the Zoning Ordinance, an Amusement Establishment is considered a Special Use in the B-3 Zoning District.

PLANNING & ZONING COMMISSION (PZC) RECOMMENDATION

The PZC unanimously recommended approval of the special use, subject to the following conditions:

1. The Special Use is granted to the Golf Lobby LLC to operate an indoor golf simulation gaming café at 312 Half Day Road, which shall not run with the land.
2. The Special Use granted to the Golf Lobby LLC is assignable to subsequent petitioners seeking assignment of this special use as follows:
   a. Upon application of a petitioner seeking assignment of this Special Use, the Corporate Authorities, in their sole discretion, may refer said application of assignment to the appropriate commission(s) for a public hearing or may hold a public hearing at the Village Board.
   b. Such assignment shall be valid only upon the adoption of a proper, valid and binding ordinance by the Corporate Authorities granting said assignment, which may be granted or denied for any reason.



Staff concurs with this recommendation.

PLANNING & ZONING ANALYSIS

Proposed Use

The Golf Lobby will be an approximately 3,100 sqft indoor golf simulator and gaming café that will consist of three (3) interior golf simulator bays. The golf simulator bays are fully within the tenant space

Attachment: BOT Memo (O-2022-58 : Approve an Ordinance Granting a Special Use at 312 Half Day Rd.)

and will include a golf launch monitor within each bay to facilitate the virtual golf experience for customers.

The business will also have a food preparation area where a variety of pre-packaged goods (i.e. chips, pretzels, and a variety of small oven cooked items) are sold for immediate consumption on site, and a bar/lounge area that will serve alcoholic and non-alcoholic beverages. The proposed lounge area will be 820 sqft. In total, the proposed business will have a total seating capacity of 37 seats.

Operations

- General hours of operation for The Golf Lobby are Monday through Saturday from 9:00AM to 12:00AM and Sunday from 9:00AM to 9:00PM.
- According to the Petitioner's business plan, the facility will have a total of 3-4 employees on site during business hours.
- Each golf bay can accommodate 1-4 guests, and a full, 18-hole round can range from 30 minutes to 4 hours, depending on the number of customers within the bay.
- At peak business hours, they anticipate about 15-20 guests.

Existing and Surrounding Uses

- The subject tenant space is located within Woodland Commons Shopping Center, which consists of a variety of commercial and retail spaces.
- The subject tenant space is currently vacant.
- The proposed special use is complementary to the surrounding commercial uses.

Parking

- Per the Village's Zoning Ordinance, an Amusement Establishment requires ten (10) spaces for every 1,000 square feet of floor area. Given that the proposed business will occupy approximately 3,100 square feet, a total of 31 parking stalls are required by code.
- Woodland Commons Shopping Center has a total of approximately 745 parking spaces to serve the shopping center.
- At peak business hours, the petitioner anticipates about 15-20 guests and 3-4 employees on site. The proposed use will have complementary peak hours of operation, that are typically during the evening and winter months that should not conflict with the other general retail users in the shopping center. Staff has no issue with the proposed use and does not foresee any parking conflicts.

PUBLIC HEARING COMMENTS

There were no comments from the public.

RECOMMENDATION

Staff recommends that the Village Board approve an Ordinance granting the Special Use, subject to the conditions in the attached Ordinance.

Attachment: BOT Memo (O-2022-58 : Approve an Ordinance Granting a Special Use at 312 Half Day Rd.)

ORDINANCE NO. 2022 - ____

AN ORDINANCE APPROVING A SPECIAL USE FOR AN AMUSEMENT USE IN THE B-3, BUSINESS DISTRICT AT 312 HALF DAY ROAD VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS

The Golf Lobby, LLC
312 Half Day Road – Space 45 in Woodland Commons

WHEREAS, the Village of Buffalo Grove is a Home Rule Unit by virtue of the Illinois Constitution of 1970; and,

WHEREAS, Ravi Maruvada, ("Petitioner") has filed a petition for an amusement use in the B-3: Business District for the Property at Space 45 at Woodland Commons at 312 Half Day Road, Buffalo Grove, IL ("Property"); and,

WHEREAS, the Village Planning & Zoning Commission conducted a public hearing on June 1, 2022 concerning the petition for the Special Use; and,

WHEREAS, the Planning & Zoning Commission made a finding and determined that the petition meets the criteria of a Special Use as set forth in the Buffalo Grove Zoning Ordinance, as described in the minutes attached as Exhibit B; and,

WHEREAS, the Planning & Zoning Commission voted 8 to 0 to unanimously recommend approval of the Special Use; and,

WHEREAS, the President and Village Board of Trustees after due and careful consideration have concluded that the proposed Special Use is a reasonable use of the Property and will serve the best interests of the Village.

WHEREAS, the proposed Special Use shall be operated in accordance with and pursuant to the following exhibits:

EXHIBIT A Plan Set

EXHIBIT B Minutes from the June 1, 2022 Planning & Zoning Commission

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS:

Section 1. This Ordinance is made pursuant to and in accordance with the Village's Zoning Ordinance and the Village's Home Rule powers. The preceding whereas clauses are hereby made a part of this Ordinance.

Section 2. The Corporate Authorities hereby grant a Special Use for an Amusement Use in the B-

Attachment: Ordinance (O-2022-58 : Approve an Ordinance Granting a Special Use at 312 Half Day Rd.)

3: Business District for the Property at 312 Half Day Road, Buffalo Grove, IL, subject to the following conditions:

1. The Special Use is granted to the Golf Lobby LLC to operate an indoor golf simulation gaming café at 312 Half Day Road, which shall not run with the land.

2. The Special Use granted to the Golf Lobby LLC is assignable to subsequent petitioners seeking assignment of this Special Use as follows:

   a. Upon application of a petitioner seeking assignment of this Special Use, the Corporate Authorities, in their sole discretion, may refer said application of assignment to the appropriate commission(s) for a public hearing or may hold a public hearing at the Village Board.

   b. Such assignment shall be valid only upon the adoption of a proper, valid and binding ordinance by the Corporate Authorities granting said assignment, which may be granted or denied for any reason.

Section 3. This Ordinance shall be in full force and effect upon passage.

This Ordinance shall not be codified.

AYES: _____

NAYS: _____

ABSENT: _____

PASSED: _____

APPROVED: _____

ATTEST: APPROVED:

_____ _____

Village Clerk Beverly Sussman, Village President

Attachment: Ordinance (O-2022-58 : Approve an Ordinance Granting a Special Use at 312 Half Day Rd.)

EXHIBIT A
Plan Set
Golf Lobby
312 Half Day Road – Space 45 in Woodland Commons

Attachment: Ordinance (O-2022-58 : Approve an Ordinance Granting a Special Use at 312 Half Day Rd.)

EXHIBIT B
Minutes from the June 1, 2022 Planning & Zoning Commission

The Golf Lobby, LLC
312 Half Day Road – Space 45 in Woodland Commons

Attachment: Ordinance (O-2022-58 : Approve an Ordinance Granting a Special Use at 312 Half Day Rd.)

EXHIBIT C

Narrative Statement

The Golf Lobby, LLC
312 Half Day Road

Attachment: Ordinance (O-2022-58 : Approve an Ordinance Granting a Special Use at 312 Half Day Rd.)

EXHIBIT D

Floor Plan

The Golf Lobby, LLC
312 Half Day Road

Attachment: Ordinance (O-2022-58 : Approve an Ordinance Granting a Special Use at 312 Half Day Rd.)

TheGolfLobby LLC
2051 Wright Blvd
Buffalo Grove, IL 60089
Phone: (847) 666 8686
E-mail: thegolflobbyllc@gmail.com

Village of Buffalo Grove
50 Raupp Blvd
Buffalo Grove, IL 60089

April 20, 2022

To Whom It May Concern:

Sir or Madam

Please find this letter drafted to provide the details of The Golf Lobby LLC and to request approval of all needed licenses such as Business License, Liquor License, Zoning Permit, Special Use Permit etc. to be able to start operations targeted for month of August.

The Golf Lobby LLC is registered as a Limited Liability Company in the state of Illinois on 12.15.2021and is in Good Standing. Our current management team consists of Ravi Maruvada (Member) and Rama Krishna Kairamkonda. We are expecting few additional members to join in the current venture and future expansions.

Golf is both a personal journey and a social sport. Thousands of new people are picking up on this sport and existing golfers are constantly striving to improve. Their passion to learn and improve is often restricted by various elements such as:

- Increasing off-course golf participation and limited facilities to practice and play
- Unable to practice outdoors for majority of time due to weather conditions
- Inability to measure shot data accurately and hence little to no feedback
- Limited affordable avenues that can provide a comfortable atmosphere to play

A well-executed and highly flexible virtual golf sim center helps focus on serious play and practice or creating an entertainment venue. Our Sim center makes golf more accessible and can be played all year regardless of weather, it is quicker to play a round, at a lower cost.

Our mission is to provide our guests, a technologically advanced indoor golf experience, which is affordable, entertaining, and available all around the year in a very relaxing and welcoming atmosphere.

We plan to develop 3100 sq. ft. indoor golf simulator facility along with a full bar and oven-based kitchen with an approximate total budget for this project is USD 500,000. This will be a new business and is NOT a relocation of existing business, NOT a franchise.

Proposed project will be in the beautiful village of Buffalo Grove located within Woodland Commons shopping complex. The facility is South facing and located at 312 W. Half Day Rd, Buffalo Grove, IL 60089 and very clearly visible to traffic on Route 22. This facility can serve the surrounding areas of Vernon Hills, Long Grove, Deerfield, Wheeling, Lincolnshire, and Northbrook areas.

Our Facility will have centrally controlled indoor climate to ensure a pleasant playing experience all year round.
Our Amenities Include:

- Golf Simulator Playing Area which includes

Attachment: Exhibit A. Plan Set (O-2022-58 : Approve an Ordinance Granting a Special Use at 312 Half Day Rd.)

- Three 15x13x11 feet virtual golf simulator bays (LXWXH) powered by most advanced Trackman TM4 launch monitor
- Spacious area for players to keep their equipment, sit and relax
- About 3 to 4 Pool Tables (space permitting) which will be an added attraction while guests are either waiting to play a round of golf or for non-golfer guests entertainment
- A full-fledged bar area where we will be able to serve our guests a wide selection of alcoholic/non-alcoholic beverages
  - Beer (Bottled, Canned and Draught)
  - High Quality Red & White Wines (Cabernet Sauvignon, Merlot, Pinot Grigio, Chardonnay etc.))
  - Cocktails (Martinis, Mixed Drinks etc.)
  - Hard Liquor (Scotch, Whiskey, Brandy, Gin, Rum, Vodka etc.)
  - Non-Alcoholic Beverages
- A Kitchen built completely out of Ovens so that we can serve our guests Cooked/Baked Finger Foods such as
  - Vegetarian: Pita Chips with Hummus, , French Fries, Flat Bread, Breadsticks, Veggie Pizza, Nachos, Mozzarella Sticks, Spinach Artichoke Dips, Roasted Vegetables
  - Non-Vegetarian: Chicken Tenders, Chicken Wings, Boneless Wings, Chicken Tikka Masala, Chicken Nuggets etc.
- Over the counter snacks such as chips, pretzels, candy etc.

*** We are currently talking to the suppliers, chefs and bar tenders, and our target is to finalize the full food and drink menu within next 1 to 2 months ***

Facility will be open 7 days a week with Hours of Operation as below (Anticipated Peak Hours: 4 PM to 12 AM)

- Monday - Saturday: 9:00 AM - 12:00 AM (Central)
- Sunday: 9:00 AM - 9:00 PM (Central)

- Facility Capacity: At our peak, we anticipate about 15 to 20 guests within our facility
  - Each of our Golf Bay can accommodate 1 to 4 guests at any single time (Limiting to a max of 4 per bay for best playing experience)
  - Play time can range between a minimum of 30 minutes to full game (which may last for about 4 hours for 4 people playing a full 18-hole round)
  - Seating at the Bar area and other areas within the facility is also available along with 1 to 2 pool tables (Not Coin Operated) in the bar area
- There will be two knowledgeable staff present on the premises during hours of operation to assist guests and provide them with the best all round customer experience
  - Facility Owner or Manager: Overall facility management, managerial overview
  - 1 full time bar tender: Serves good tasting beverages (alcoholic & non-alcoholic), prepare delicious finger foods (described above)
  - 1 to 2 servers: Serve food and beverages to the guests, assist with Welcoming guests, and help setup the gaming areas, assist with food preparation, keeping facilities clean

All our golf simulators will be powered by TrackMan, which is a global leader in golf technology. The TrackMan 4 is the trusted companion of top professional golfers all over the world, as well as the "go to" solution for coaches, equipment manufacturers, fitters and many more. For amateur players, the TrackMan 4 delivers everything from fun games to concentrated, focused practice.
TrackMan Simulators deliver a second-to-none, indoor experience. TrackMan course library includes some of the most legendary courses in existence, great selection of great Virtual Golf games, making simulator golf even more entertaining and rewarding. The depth and uniqueness of this experience will draw golfers to TrackMan-powered simulator facilities
Our Trackman simulators also come with Virtual Golf features. This makes it possible for golfers of all levels to play Virtual Golf games and also play rounds on some of the world's most iconic courses.

- Stunning graphics, hyper-realistic effects, and breathtaking gameplay with a real-life golf experience
- Extensive and ever-expanding course library; currently with 120+ of some of the best courses in the world
- With TrackMan data from Virtual Range, everybody knows exactly how far they play each club in their golf bag, be able to practice long and short game and as well as putting
- Accurate measurement of club & ball data and ball flight without the use of markers due to inbuilt Optically Enhanced Radar Tracking (OERT) system. OERT at a glance
  - Combines camera and radar technology
  - Precise ball tracking
  - Higher pickup rate on club data
  - Impact location without any markers

Attachment: Exhibit A. Plan Set (O-2022-58 : Approve an Ordinance Granting a Special Use at 312 Half Day Rd.)

    - Chip, pitch, and approach shot club data
    - Indoor Spin Axis and Spin Rate adjustments based on gear effect
- Contains suite of hugely entertaining games for players of all levels from beginner to seasoned pro
- Virtual tournaments will connect indoor golf customers with each other and let them compete together in new, exciting ways
- Tournament platform makes it possible to create virtual tournaments of any size, with any number of rounds over any length of time, and from any course in the library
- Live scoring after every hole keeps the action and excitement fresh
- It is quick and easy to set up fun, engaging tournaments that will make the customer experience even more enjoyable
- All available tournaments, including TrackMan-organized global tournaments are clearly displayed in the software and joined with a single click.
- The Tournament feature lets tapping into new opportunities, and as well help to increase food and beverage turnover, and attract more players who stay for longer

The Golf Lobby is ideal and caters to families and individuals looking to have a great indoor entertainment in a relaxed environment at very affordable prices. Typical target audience include anyone who would like to golf

- Play on virtual iconic golf courses
- Practice on virtual range with most accurate feedback and enhance their golf skills
- Golf instructors and students can leverage the cutting-edge technology for lessons
- Customers from Corporate Events, Birthday Parties, or any other social gatherings

Our Progress to Date

- Location finalized and Signed LOI received from Landlord. Lease Draft is currently being worked on.
- Funding fully approved from the Bank along with Liquid Equity injected by partners
- All measurements by Architect competed and Architectural Drawings are in progress
- General Contractor Finalized
- Business License, Zoning applications submitted to the village, fees duly paid
- Submitted initial draft of Special Use Form, currently working with Village Planner on next steps
- Business Umbrella and Liquor Liability Insurances are being purchased
- Consulting with Inventory Suppliers (Food, Alcoholic/Non-Alcoholic Beverages), Chef and Bartenders to finalize Food and Drink Menus

In due course of time, if there will be any major changes and/or modifications to the mentioned program, will be duly informed.

Hence, I sincerely request the Village of Buffalo Grove to provide Approvals for all the required licenses in due course of time so that we would be able to start our operations by our target month of August 2022.

We will adhere to and fulfill all the requirements for obtaining any other Licenses and Permits.

Thank you & Regards

X

Ravi Maruvada
Member, TheGolfLobby LLC

Attachment: Exhibit A. Plan Set (O-2022-58 : Approve an Ordinance Granting a Special Use at 312 Half Day Rd.)

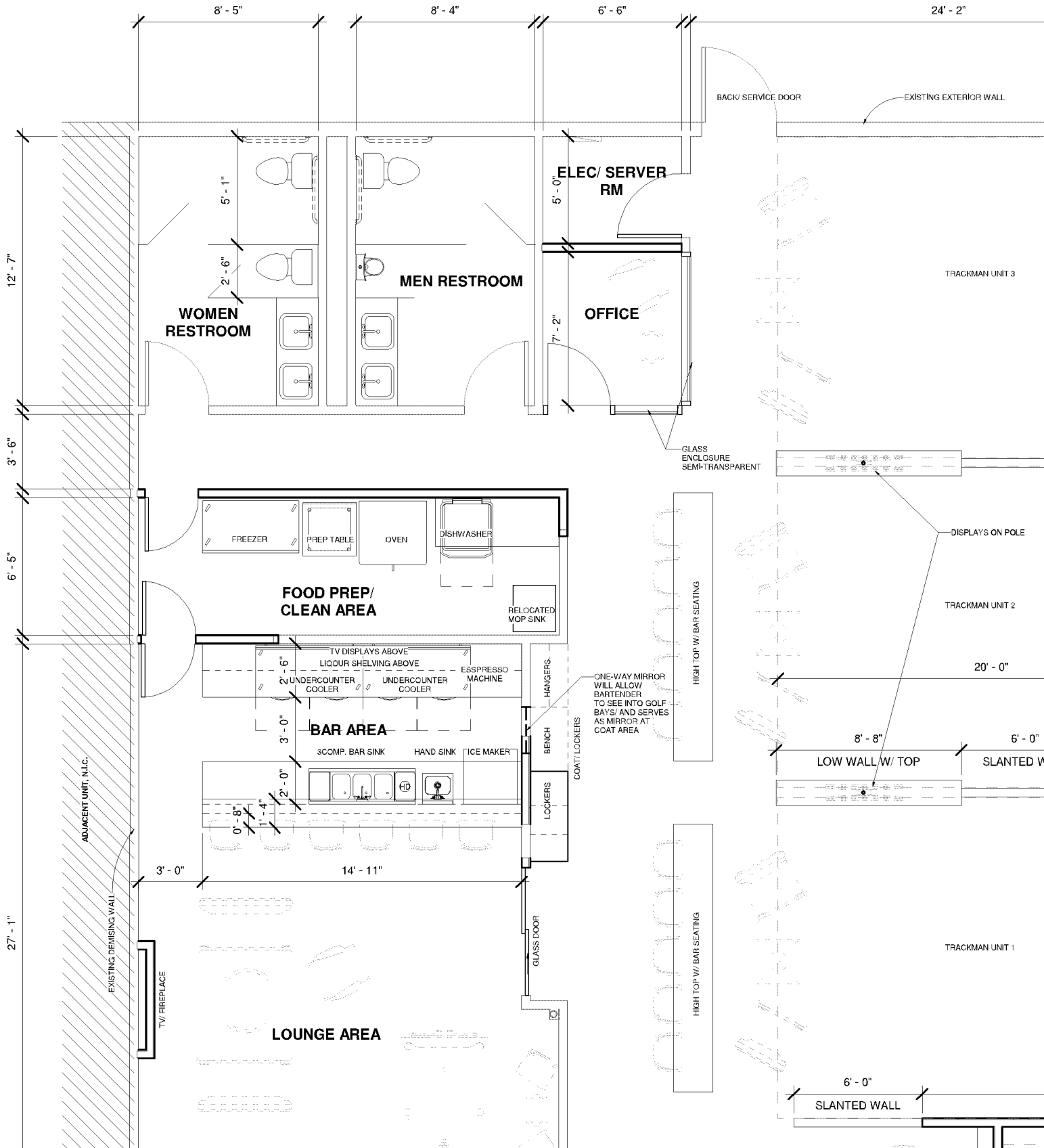
Buffalo Grove, Illinois



Image capture: Oct 2018 © 2022 Google

Google

Street View - Oct 2018


8' - 5"
8' - 4"
6' - 6"
24' - 2"
BACK/ SERVICE DOOR
EXISTING EXTERIOR WALL
ELEC/ SERVER RM
5' - 0"
5' - 1"
2' - 6"
MEN RESTROOM
WOMEN RESTROOM
OFFICE
7' - 2"
TRACKMAN UNIT 3
12' - 7"
3' - 6"
6' - 5"
GLASS ENCLOSURE SEMI-TRANSPARENT
DISPLAYS ON POLE
FREEZER
PREP TABLE
OVEN
DISHWASHER
FOOD PREP/ CLEAN AREA
RELOCATED MOP SINK
TRACKMAN UNIT 2
TV DISPLAYS ABOVE
LIQUOR SHELVING ABOVE
2' - 6"
2' UNDERCOUNTER COOLER
UNDERCOUNTER COOLER
ESSPRESSO MACHINE
HANGERS
ONE-WAY MIRROR WILL ALLOW BARTENDER TO SEE INTO GOLF BAYS/ AND SERVES AS MIRROR AT COAT AREA
HIGH TOP W/ BAR SEATING
20' - 0"
BAR AREA
3' - 0"
3COMP. BAR SINK
HAND SINK
ICE MAKER
BENCH
COAT/ LOCKERS
8' - 8"
LOW WALL W/ TOP
6' - 0"
SLANTED W
2' - 0"
0' - 8"
1' - 4"
LOCKERS
ADJACENT UNIT, N.I.C.
3' - 0"
14' - 11"
27' - 1"
EXISTING DEMISING WALL
GLASS DOOR
TV/ FIREPLACE
LOUNGE AREA
HIGH TOP W/ BAR SEATING
TRACKMAN UNIT 1
6' - 0"
SLANTED WALL

May 17, 2022

Stockbridge Illinois, LLC

To Whom It May Concern:

This letter grants permission to The Golf Lobby, LLC to file for permits and any otl zoning approvals for the premises know as space 45 at Woodland Commons shopping cen in Buffalo Grove, IL in which they currently have a fully executed lease.

Should you have any questions, please feel free to call

Respectfully,

Stockbridge Illinois, LLC
Owners and Managers
Jeremy Sparks

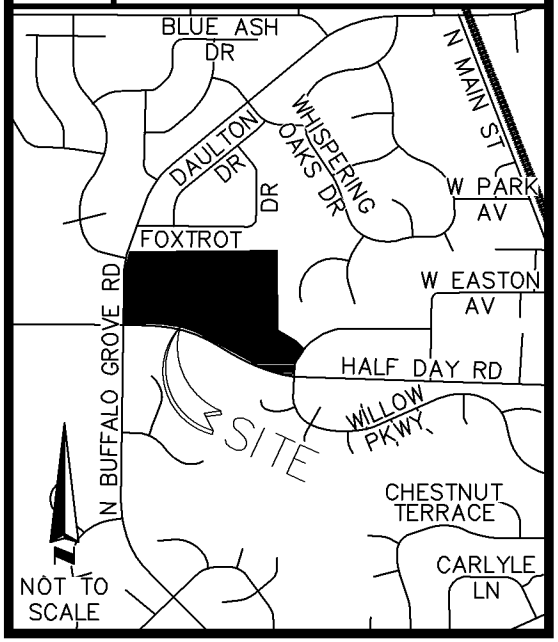
Mr. Jeremy Sparks
General Manager
(810) 516-3470
Stockbridgeleasing@gmail.com

cc: Dr. Mahmoud Al-Hadidi
John M. Bridges, CPM

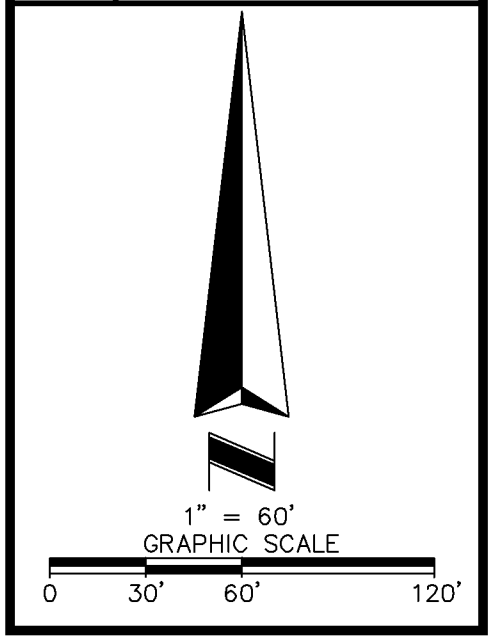
Stockbridge Illinois, LLC
P.O. Box 8130
Bloomfield Hills,
Michigan 48302

Attachment: Exhibit A. Plan Set (O-2022-58 : Approve an Ordinance Granting a Special Use at 312 Half Day Rd.)

6Dic VICINITY MAP



6Dia NORTH ARROW & SCALE



5Ciii SURVEYOR OBSERVED POSSIBLE ENCROACHMENTS

NONE OBSERVED

3 FLOOD INFORMATION

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY LIES WITHIN ZONE "X", AS SHOWN ON THE FLOOD INSURANCE RATE MAPS, COMMUNITY PANEL NO. 170068 0253 K (MAP NO. 17097C0253K), WHICH BEARS AN EFFECTIVE DATE OF 09/18/2013 & COMMUNITY PANEL NO. 170068 0254 K (MAP NO. 17097C0254K), WHICH BEARS AN EFFECTIVE DATE OF 09/18/2013, AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE. ZONE "X" DENOTES AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

6Dib LEGEND AND ABBREVIATIONS

	CONCRETE SURFACE	(D)	STORM MANHOLE
	NO PARKING AREA	(T	TELEPHONE PEDESTAL
	HANDICAP PARKING	TSB	TRAFFIC SIGNAL BOX
	BIKE RACK	(TSP	TRAFFIC SIGNAL POST
CTV	CABLE TV PEDESTAL	(V)	UTILITY VAULT

5Ei SCHEDULE "B" ITEMS

(17) — EASEMENT IN FAVOR OF THE COMMONWEALTH EDISON COMPANY AN ILLINOIS BELL TELEPHONE COMPANY, AND THEIR RESPECTIVE SUCCE ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NEC THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGE THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS THERETO CONTAINED IN THE GRANT RECORDED OCTOBER 15, 1990 DOCUMENT NO. 2953607, AFFECTING THAT PORTION OF THE LAND ON EXHIBIT "A" ATTACHED TO THE INSTRUMENT.
(AFFECTS – AS SHOWN)

(18) — EASEMENT IN FAVOR OF THE COMMONWEALTH EDISON COMPANY AN ILLINOIS BELL TELEPHONE COMPANY, AND THEIR RESPECTIVE SUCCE ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NEC THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGE THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS THERETO CONTAINED IN THE GRANT RECORDED NOVEMBER 9, 1990 DOCUMENT NO. 2962317, AND RE-RECORDED AS DOCUMENT 36528 AFFECTING THAT PORTION OF THE LAND AS SHOWN ON EXHIBIT "A" TO THE INSTRUMENT.
(AFFECTS – AS SHOWN)

(19) — TERMS, PROVISIONS AND CONDITIONS OF THE RECIPROCAL EASEMEN FOR INGRESS AND EGRESS BY AND BETWEEN AMERICAN NATIONAL TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST NUMBER HARRIS BANK BARRINGTON, N.A., DATED AUGUST 2, 1991 AND REC SEPTEMBER 16, 1991 AS DOCUMENT 3062269.
(AFFECTS – AS SHOWN)

(AFFECTS PARCELS 1 AND 2)

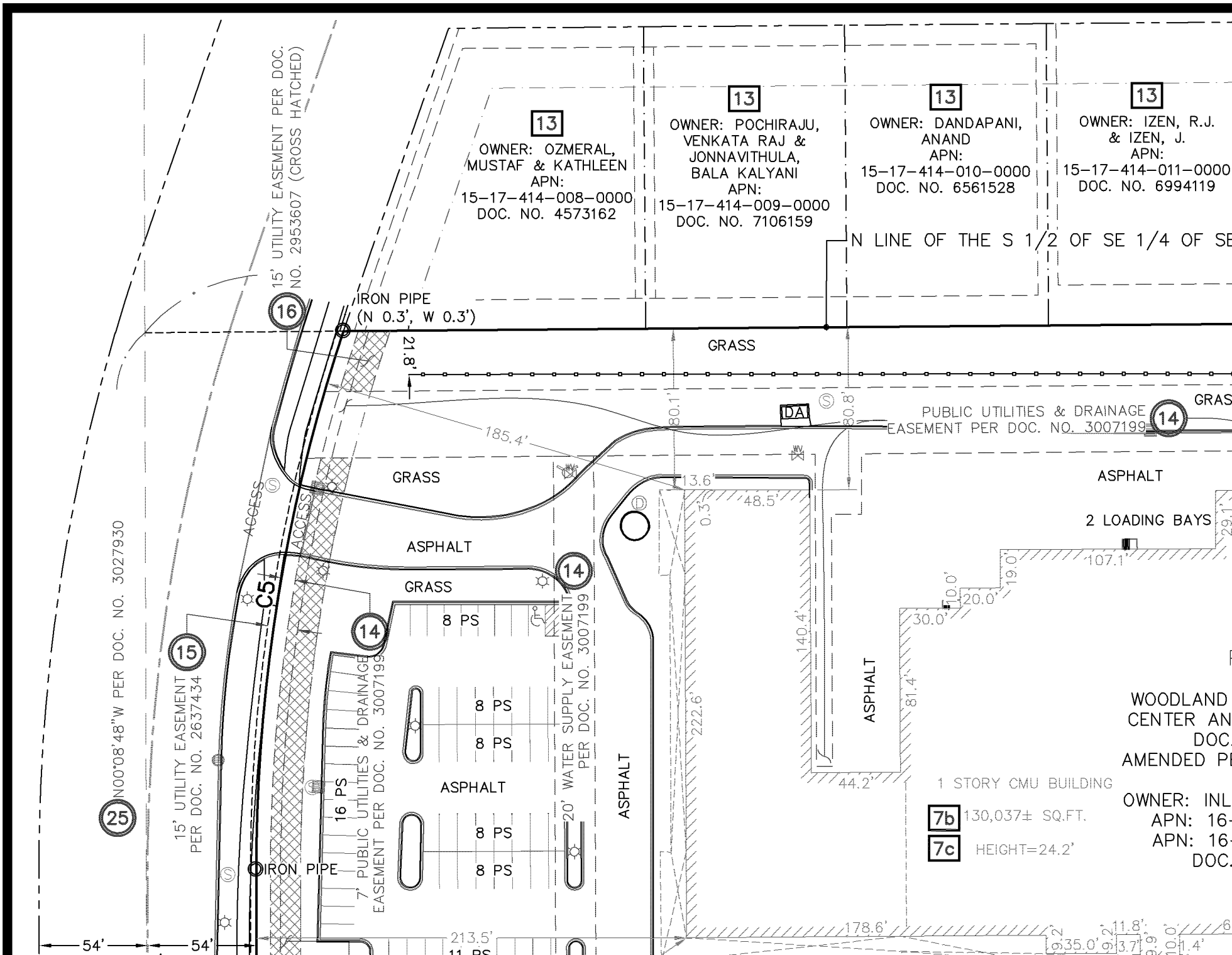
(25) — LETTER OF AMENDMENT RECORDED JUNE 11, 1991 AS DOCUMENT 3 RELATING TO THE PLAT OF SUBDIVISION RECORDED AS DOCUMENT
(AFFECTS – AS SHOWN)

(26) — TERMS AND PROVISIONS OF AN AGREEMENT DATED DECEMBER 30, RECORDED FEBRUARY 11, 1991 AS DOCUMENT 2989309 ENTITLED " AGREEMENT FOR THE CONSTRUCTION, MAINTENANCE AND OPERATIO TRAFFIC SIGNAL AT THE ILLINOIS ROUTE 22 ENTRANCE TO THE WOO COMMONS.
(AFFECTS – NO PLOTTABLE MATTERS CONTAINED THEREIN)

(27) — TERMS AND PROVISIONS OF AN INDENTURE OF LEASE DATED FEBRU 1990 AND RECORDED FEBRUARY 13, 1990 AS DOCUMENT 2877970, AMENDED BY INSTRUMENT RECORDED AS DOCUMENT 3072734, BY BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHI TRUSTEE UNDER TRUST NUMBER 67182 AND DOMINICK'S FINER FOO
(AFFECTS – BLANKET IN NATURE – NO PLOTTABLE MATTERS CONT THEREIN)

(28) — TERMS AND PROVISIONS CONTAINED IN A MEMORANDUM OF LEASE FEBRUARY 8, 1991 AND RECORDED SEPTEMBER 16, 1991 AS DOCUM 3062270 BY AND BETWEEN AMERICAN NATIONAL BANK AND TRUST OF CHICAGO, AS TRUSTEE UNDER TRUST NUMBER 67182, AND HAR BARRINGTON, N.A.

OPTION TO PURCHASE THAT PORTION OF THE LAND IDENTIFIED AS A" AS CONTAINED IN ARTICLE 22 OF THE GROUND LEASE DATED F


13
OWNER: OZMERAL, MUSTAF & KATHLEEN
APN: 15-17-414-008-0000
DOC. NO. 4573162
13
OWNER: POCHIRAJU, VENKATA RAJ & JONNAVITHULA, BALA KALYANI
APN: 15-17-414-009-0000
DOC. NO. 7106159
13
OWNER: DANDAPANI, ANAND
APN: 15-17-414-010-0000
DOC. NO. 6561528
13
OWNER: IZEN, R.J. & IZEN, J.
APN: 15-17-414-011-0000
DOC. NO. 6994119
N LINE OF THE S 1/2 OF SE 1/4 OF SE
15' UTILITY EASEMENT PER DOC. NO. 2953607 (CROSS HATCHED)
IRON PIPE (N 0.3', W 0.3')
16
21.8'
GRASS
185.4'
80.1'
80.8'
DA
PUBLIC UTILITIES & DRAINAGE EASEMENT PER DOC. NO. 3007199
14
GRAS
ASPHALT
13.6'
48.5'
0.3'
2 LOADING BAYS
107.1'
29.1'
19.0'
10.0'
20.0'
30.0'
ACCESS
ACCESS
GRASS
ASPHALT
C5
14
GRASS
8 PS
14
15
N00°08'48"W PER DOC. NO. 3027930
15' UTILITY EASEMENT PER DOC. NO. 2637434
25
7' PUBLIC UTILITIES & DRAINAGE EASEMENT PER DOC. NO. 3007199
16 PS
8 PS
8 PS
ASPHALT
8 PS
8 PS
20' WATER SUPPLY EASEMENT PER DOC. NO. 3007199
ASPHALT
140.4'
222.6'
ASPHALT
81.4'
44.2'
1 STORY CMU BUILDING
7b 130,037± SQ.FT.
7c HEIGHT=24.2'
WOODLAND
CENTER AN
DOC.
AMENDED PI
OWNER: INL
APN: 16-
APN: 16-
DOC.
IRON PIPE
54'
54'
213.5'
178.6'
35.0'
9.2'
11.8'
3.7'
9.9'
10.0'
1.4'

MINUTES OF THE REGULAR MEETING OF THE PLANNING AND ZONING COMMISSION OF THE VILLAGE OF BUFFALO GROVE HELD IN THE COUNCIL CHAMBERS, 50 RAUPP BOULEVARD, BUFFALO GROVE, ILLINOIS ON WEDNESDAY, JUNE 1, 2022

Call to Order

The meeting was called to order at 7:30 PM by Chairman Frank Cesario

Public Hearings/Items For Consideration

1. Consideration of a Fence Variation for a ComEd Substation at 251 Aptakisic Rd (Trustee Johnson) (Staff Contact: Kelly Purvis)

Mr. Binder, Associate Planner, provided a background the proposed chain link fence 251.

Mr. Boundy introduced ComEd.

Mr. Otto went through the PowerPoint presentation outlining the substation at 251 Aptakisic. He provided details on what is existing and what is being proposed by federal regulations.

Chris, security manager for ComEd, reviewed the security measures that are being proposed.

Com. Richards asked the petitioners to review the standards.

Chris explained their methodology which is audited by the federal government for approval.

Com. Richards asked what the purpose of the posts are.

Chris said they are for the cameras.

Com. Richards asked why the height of 16-foot post was necessary

Chris explained the purpose of the 16-foot post.

Com. Spunt asked about the camera view.

Chris explained their purpose is to view the inside of the substation but do have some to move outside the fence to see the pathway.

Com. Spunt asked where the cameras are connected to.

Chris explained where the feed goes and who monitors the sites.

Com. Weinstein asked if the 7-foot chain-link fence is becoming a standard for this tier.

Chris said yes, 7-foot is becoming the standard for some.

Com. Weinstein asked about the Y shaped wire.

Chris explained the purpose of the Y shaped wire.

Com. Richard asked if the camera could see residents.

Chris said no.

Com. Moodhe asked how far the camaras will be from major infrastructure.

Attachment: Exhibit B. PZC Minutes (O-2022-58 : Approve an Ordinance Granting a Special Use at 312 Half Day Rd.)

Chris said she does not now the distance from the fence, but they try to keep a 10-foot distance.

Com. Moodhe asked about line of site.

Chris spoke on the vegetation that surrounds the substation.

Com. Moodhe asked if local law enforcement has access to the substation in the event something happens.

Chris said yes, they have access to the tapes.

Chairperson Cesario referenced packet page 38.

Staff report was entered as exhibit 1.

The PowerPoint presentation was entered as exhibit 2.

The public hearing was closed at 7:56 PM.

Com. Weinstine made a motion to grant variations to Section 15.20.040, 15.20.080 and 15.20.090 of the Buffalo Grove Fence Code to allow for a 7-foot chain-link fence with a 12" y-shaped barbed wire and five, 16-foot-tall posts at 251 Aptakisic Road, subject to the following conditions:

1. *The fence shall be constructed in accordance with the documents and plans submitted as part of*

   this petition.

Com. Richards seconded the motion.

Com. Worlikar spoke in favor of the motion.

Com. Moodhe spoke in favor of the motion.

Com. Weinstein spoke in favor of the motion.

Chairperson Cesario spoke in favor of the motion.

RESULT:	**APPROVED [UNANIMOUS]**
AYES:	Moodhe, Spunt, Cesario, Khan, Weinstein, Richards, Worlikar, Davis
ABSENT:	Amy Au

2. Consideration of a Special Use for a Recreational Use at 312 Half Day Road (Trustee Pike) (Staff Contact: Kelly Purvis)

Mr. Binder, Associate Planner, provided a background on the petition for a proposed business at 312 Half Day Rd.

Mr. Maruvada described their proposed special use for a golf simulator business.

Com. Moodhe asked staff if the proposal was brought before the Village Board before PZC.

Mr. Brankin noted that the Village does not manage competition of businesses.

Com. Moodhe asked about liquor license.

Mr. Maruvada said yes, they are already in the process of obtaining a liquor license.

Chairperson Cesario asked about hours of operations.

Attachment: Exhibit B. PZC Minutes (O-2022-58 : Approve an Ordinance Granting a Special Use at 312 Half Day Rd.)

Mr. Maruvada explained the purpose of their hours of operation.

Chairperson Cesario asked for the number of workers who will be employed.

Mr. Maruvada explained the reasoning behind the number of employees.

Chairperson Cesario asked if the floor plans are not final.

Mr. Maruvada said they are the actual, final plans.

Chairperson Cesario asked about the safety of the golf bays.

Mr. Maruvada explained the frames and the pads that mitigate the bounce of the ball in each bay.

Com. Weinstein asked if they understand the parameters of a Special Use Permit.

Mr. Maruvada said yes, they understand.

Com. Weinstein asked the petitioner to go over the answers on packet page 33.

Mr. Maruvada provided explained answers to the questions.

Com. Worlikar asked if they have talked with building management.

Mr. Maruvada said yes.

Staff report was entered as exhibit one.

The Public Hearing closed at 8:11 PM

Com. Weinstein made a motion to grant a positive recommendation to the Village Board for a Special Use for a Recreational Use/Amusement Establishment (Golf Lobby), subject to the following conditions:

1. *The Special Use is granted to the Golf Lobby LLC to operate an indoor golf simulation gaming café at 312 Half Day Road, which shall not run with the land.*
2. *The Special Use granted to the Golf Lobby LLC is assignable to subsequent petitioners seeking*

assignment of this special use as follows:

a. *Upon application of a petitioner seeking assignment of this Special Use, the Corporate Authorities, in their sole discretion, may refer said application of assignment to the appropriate commission(s) for a public hearing or may hold a public hearing at the Village Board.*

b. *Such assignment shall be valid only upon the adoption of a proper, valid and binding ordinance by the Corporate Authorities granting said assignment, which may be granted or denied for any reason.*

Com. Richards seconded the motion

Chairperson spoke in favor of the motion.

Com. Moodhe said that staff should have a conversation on how areas are zoned.

Com. Worlikar spoke in favor of the motion.

Attachment: Exhibit B. PZC Minutes (O-2022-58 : Approve an Ordinance Granting a Special Use at 312 Half Day Rd.)

RESULT:	**APPROVED [UNANIMOUS]**
AYES:	Moodhe, Spunt, Cesario, Khan, Weinstein, Richards, Worlikar, Davis
ABSENT:	Amy Au

Regular Meeting

Other Matters for Discussion

Approval of Minutes

1. Planning and Zoning Commission - Regular Meeting - May 18, 2022 7:30 PM

RESULT:	**ACCEPTED [UNANIMOUS]**
AYES:	Moodhe, Spunt, Cesario, Khan, Weinstein, Richards, Worlikar, Davis
ABSENT:	Amy Au

Chairman's Report

Chairperson Cesario provided his report to the Commission.

Committee and Liaison Reports

None.

Staff Report/Future Agenda Schedule

Deputy Community Development Director provided a brief description of the projects on the future agenda schedule.

Public Comments and Questions

Adjournment

The meeting was adjourned at 8:19 PM

_____

Chris Stilling

APPROVED BY ME THIS __1st____ DAY OF __June__, 2022

Attachment: Exhibit B. PZC Minutes (O-2022-58 : Approve an Ordinance Granting a Special Use at 312 Half Day Rd.)

Ordinance No. O-2022-59 : Class a Liquor License Reservation- Golf Lobby at 312 Half Day Road

Recommendation of Action

Staff recommends approval.

SUMMARY: A Class A liquor license is reserved for Golf Lobby at 312 Half Day Road. This reservation is subject to the applicant completing Village requirements for said license on or before September 18, 2022.

ATTACHMENTS:

- Ord Class A - Reserve TheGolfLobby LLC (DOCX)

Trustee Liaison
Sussman

Staff Contact
Jessie Brown, Community Development

Monday, June 20, 2022	

Underlined = addition
~~Strikethroughs~~ = deletion
06/09/2022

ORDINANCE NO. 2022 - ____

AN ORDINANCE AMENDING CHAPTER 5.20 LIQUOR CONTROLS

WHEREAS, the Village of Buffalo Grove is a Home Rule Unit pursuant to the Illinois Constitution of 1970.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS as follows:

Section 1. Subsection A. of Section 5.20.072 of the Village of Buffalo Grove Municipal Code is hereby amended with deletions in ~~strikethrough~~ and additions in underline text so that Subsection A. of Section 5.20.072 shall provide as follows:

A. Class A.

Licensee and d/b/a	Address
1. Luma, LLC d/b/a Lou Malnati's	85 South Buffalo Grove Road
2. Rack 'Em Up Chicago, Inc.	312 McHenry Road
3. The Schwaben Center	301 Weiland Road
4. Midas Banquets, Inc. d/b/a Astoria Banquets	1375 W. Dundee Road
5. La Minita, Inc. d/b/a Mi Mexico Mexican Restaurant	220 N. Milwaukee Avenue
6. K1 Speed, Inc.	301 Hastings Lane
7. Leiserv, LLC d/b/a Bowlero – Buffalo Grove	350 McHenry Road
8. Le Presa Restaurant, Inc.	86 W. Dundee Road
9. BRI Incorporated d/b/a Sal & Tony's	48 Raupp Boulevard
10. Spyder Entertainment, Inc. d/b/a Traktir the 12 Chairs	1224 W. Dundee Road
11. Telugu Ruchulu of BG, LLC d/b/a Nawabi Hyderabad House Biryani Place	228 McHenry Road
12. Themi's Pizza, LLC d/b/a Giordano's of Buffalo Grove	270 McHenry Road
13. Yang Group, Inc. d/b/a Sushi Grove	154 McHenry Road
14. AAA Restaurant, Inc. d/b/a Flambe India	1155 McHenry Road #102B
15. TK Tavern, Inc. d/b/a Prairie House Tavern	2710 Main Street

Attachment: Ord Class A - Reserve TheGolfLobby LLC (O-2022-59 : Liquor License Reservation- Golf Lobby at 312 Half Day Road)

16. WJN Golf, LLC d/b/a WJ Golf 401 Half Day Road

17. Axel's Properties, LLC d/b/a Axel's Bistro Café 131 Dundee Road

~~17.~~18. TheGolfLobby LLC 312 Half Day Road

Section 2.

A. A Class A liquor license is reserved for TheGolfLobby LLC at 312 Half Day Road. This reservation is subject to the applicant completing Village requirements for said license on or before September 18, 2022. The Village Manager shall have the authority to extend the September 18, 2022 date for good cause shown. If not so extended, this reservation shall cease.

B. This Section shall not be codified.

Section 3. This Ordinance shall be in full force and in effect from and after its passage and approval.

AYES: _____

NAYS: _____

ABSENT: _____

PASSED: _____, 2022

APPROVED: _____, 2022

_____
Beverly Sussman, Village President

ATTEST:

_____
Janet M. Sirabian, Village Clerk

Attachment: Ord Class A - Reserve TheGolfLobby LLC (O-2022-59 : Liquor License Reservation- Golf Lobby at 312 Half Day Road)

Ordinance No. O-2022-60 : Ordinance Updating Lake County Sanitary Sewer Fees

Recommendation of Action

Staff recommends approval.

SUMMARY: Lake County Public Works has increased their sanitary sewer fees as approved by the Lake County Board. Per the current agreement, Lake County Public Works provides sanitary sewer treatment and the Village is required to charge certain pass through fees. The attached ordinance reflects this change.

ATTACHMENTS:

- LCPW fee update Ordinance memo 22-0606 (DOCX)
- LCPW fee update Ordinance 22-0606 (DOCX)
- LCPW Letter increased sewer rates 2021 (PDF)

Trustee Liaison	**Staff Contact**
Pike	Darren Monico, Public Works

Monday, June 20, 2022	

VILLAGE OF
BUFFALO GROVE

MEMORANDUM

DATE: June 6, 2022

TO: Dane Bragg, Village Manager

FROM: Darren Monico, Village Engineer

SUBJECT: Lake County Sanitary Sewer Fees update.

Background and Overview

In the Village of Buffalo Grove, the sanitary effluent from the Lake County portion of the Village is treated by the Lake County Public Works Department per a 1972 agreement between the Lake County Board and the Village of Buffalo Grove. The Village and Lake County recently approved a new sanitary agreement on February 2, 2022, and on April 12, 2022, respectively. This twenty-year agreement includes the cost to treat Village sanitary sewer in 1,000-gallon increments and for the cost to connect for each new sanitary connection. Now that the overall agreement has been approved, the Village is updating the current fee structures that Lake County typically updates every year on December 1st.

Staff Recommendation

Staff recommends approval of updating the fee schedule to reflect the current rates being charged by Lake County.

Attachment: LCPW fee update Ordinance memo 22-0606 (O-2022-60 : Lake County Sewer Fee Update)

ORDINANCE NO. 2022 - _____

AN ORDINANCE AMENDING CHAPTER 1 OF THE
VILLAGE OF BUFFALO GROVE MUNICIPAL CODE

WHEREAS, the Village of Buffalo Grove is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and,

WHEREAS, the County of Lake provides for certain sanitary and stormwater management and treatment services for all system customers within the Lake County portion of the Village of Buffalo Grove pursuant to an "Agreement for Sewerage Disposal" dated April 12, 2022; and

WHEREAS, said Agreement sets forth the requirements for the Village to assess and collect on behalf of the County of Lake rates and fees necessary to offset the expense of treating and disposing of sanitary system sewage generated; and

WHEREAS, the County of Lake has determined that it is necessary to revise its connection fees for their operational and maintenance expenses incurred in treating and disposing of sanitary system sewage within the Southeast service region, which includes Lake County Buffalo Grove; and

WHEREAS, to that effect, the Lake County Board approved, on December 1, 2021, an ordinance amending rates for all wholesale and retail water and sewer systems in the County.

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS, AS FOLLOWS:

Section 1: Section 1.16 Fee Schedule, is hereby amended as follows:

1.16.010 – Fee Schedule

Attachment: LCPW fee update Ordinance 22-0606 (O-2022-60 : Lake County Sewer Fee Update)

Buffalo Grove Municipal Code Section	Classification	Fee
13.04.290 subsection A.3.	Sewer user charges for each user/consumer serviced by the Lake County sanitary sewer.	~~$4.00~~ $4.54 per 1,000 gallons of water consumed
13.04.320 subsection F.2.	Fees paid for each connection to the Village sewer system in Lake County per residential unit	~~$5,150.00~~ $5,950
13.04.320 subsection F.2.	Fees paid for each connection to the Village sewer system in Lake County per industrial, commercial, and institutional	~~$5,150.00~~ $5,950 per single-family residential equivalent.

Section 2: This Ordinance shall be in full force and effect from and after its passage, approval, and publication as provided by law. This Ordinance may be published in pamphlet form.

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2022

APPROVED: _____, 2022

APPROVED:

_____
Village President

ATTEST:

_____
Village Clerk

Attachment: LCPW fee update Ordinance 22-0606 (O-2022-60 : Lake County Sewer Fee Update)

LakeCounty

Department of Public Works

Austin McFarlane
Interim Director

650 W. Winchester Road
Libertyville, Illinois 60048
Phone 847-377-7500
Fax 847-984-5665
PublicWorks@lakecountyil.gov

August 25, 2021

Mayor Beverly Sussman
Village of Buffalo Grove
50 Raupp Blvd
Buffalo Grove, IL 60089

Via FedEx and Email

RE: Notice of Wholesale Sewer Rate and Connection Fee Increase

Dear Mayor Sussman:

In 2019 the Lake County Public Works Department completed a system wide Rate and Connection Fee Study which was approved by the County Board on August 13, 2019. To ensure the most efficient and reliable services possible and to sufficiently cover the cost of existing and future growth throughout the County's water and sewer systems, the study results indicated the need to implement a multi-year phased-in approach increasing the County's portion of its water and sewer user and connection fee rates. The studies can be found on the department's website at https://www.lakecountyil.gov/337/Water-Sewer-Charges-Ordinances.

The third-year implementation of the August 2019 rate study's plan to the Public Work's user and connection fee rates will go into effect for the County's fiscal year 2022 which begins on December 1, 2021.

Rates for the customers tributary to the Southeast (SE) Region, including users in Buffalo Grove's service area, shall be subject an increase to wholesale sewer rates effective for consumption beginning December 1, 2021.

Lake County Wholesale Sewer Charges: Sewer charges consist of interceptor charge components.

- The current rate increases from $4.43 per 1,000 gallons to $4.54 per 1,000 gallons.
- The current Residential Customer Equivalent (RCE) rate increases from $33.25 per RCE to $34.04.
- The amended LCPW sewer system connection fee in the Southeast Region has increased from $5,810 per RE to $5,950. This published rate excludes any separate permit or connection fee from other agencies which may be required in addition.

Attachment: LCPW Letter increased sewer rates 2021 (O-2022-60 : Lake County Sewer Fee Update)

If you have any questions regarding this matter, feel free to contact me.

Sincerely,

LAKE COUNTY PUBLIC WORKS DEPARTMENT

Austin McFarlane
Interim Director

cc: Dane C. Bragg, Village Manager
Janet Sirabian, Village Clerk
Christopher Black, Finance Director

Enclosure

Attachment: LCPW Letter increased sewer rates 2021 (O-2022-60 : Lake County Sewer Fee Update)

FedEx Express Package US Airbill

FedEx Tracking Number 8157 2281 1946

Form ID No. 0200

1 From *Please print and press hard.*

Date 8-25-21 Sender's FedEx Account Number 1172-2204-7

Sender's Name Austin McFarlane Phone (847) 377-7500

Company Lake County Public Works

Address 650 W. Winchester Rd Dept./Floor/Suite/Room

City Libertyville State IL ZIP 60089

2 Your Internal Billing Reference
First 24 characters will appear on invoice.

3 To

Recipient's Name Mayor Sussman Phone ( )

Company Village of Buffalo Grove

Address 50 Raupp Blvd. Dept./Floor/Suite/Room
We cannot deliver to P.O. boxes or P.O. ZIP codes.

Hold Weekday — FedEx location address REQUIRED. NOT available for FedEx First Overnight. ☐

Hold Saturday — FedEx location address REQUIRED. Available ONLY for FedEx Priority Overnight and FedEx 2Day to select locations. ☐

Address
Use this line for the HOLD location address or for continuation of your shipping address.

City Buffalo Grove State IL ZIP 60089

4 Express Package Service * To most locations. *Packages up to 150 lbs. For packages over 150 lbs., use the FedEx Express Freight US Airbill.*

Next Business Day	2nd Business Days
☐ FedEx First Overnight — Earliest next business morning delivery to select locations. Friday shipments will be delivered on Monday unless Saturday Delivery is selected.	☐ FedEx 2Day A.M. — Second business morning.* Saturday Delivery NOT available.
☒ FedEx Priority Overnight — Next business morning.* Friday shipments will be delivered on Monday unless Saturday Delivery is selected.	☐ FedEx 2Day — Second business afternoon.* Thursday shipments will be delivered on Monday unless Saturday Delivery is selected.
☐ FedEx Standard Overnight — Next business afternoon.* Saturday Delivery NOT available.	☐ FedEx Express Saver — Third business day.* Saturday Delivery NOT available.

5 Packaging * Declared value limit $500.

☒ FedEx Envelope* ☐ FedEx Pak* ☐ FedEx Box ☐ FedEx Tube ☐ Other

6 Special Handling and Delivery Signature Options Fees may apply. See the FedEx Service Guide.

☐ Saturday Delivery — NOT available for FedEx Standard Overnight, FedEx 2Day A.M., or FedEx Express Saver.

☒ No Signature Required — Package may be left without obtaining a signature for delivery.
☐ Direct Signature — Someone at recipient's address may sign for delivery.
☐ Indirect Signature — If no one is available at recipient's address, someone at a neighboring address may sign for delivery. For residential deliveries only.

Does this shipment contain dangerous goods?
One box must be checked.

☒ No ☐ Yes As per attached Shipper's Declaration. ☐ Yes Shipper's Declaration not required. ☐ Dry Ice Dry ice, 9, UN 1845 ____ x ____ kg

Restrictions apply for dangerous goods — see the current FedEx Service Guide. ☐ Cargo Aircraft Only

7 Payment *Bill to:*

This airbill can be used only when billing to a FedEx account number. For cash, check, or credit card transactions, please go to a staffed shipping location.

Enter FedEx Acct. No. below.

☒ Sender Acct. No. in Section 1 will be billed. ☐ Recipient ☐ Third Party

FedEx Acct. No.

Total Packages	Total Weight	Total Declared Value†
	lbs	$ .00

†Our liability is limited to US$100 unless you declare a higher value. See back for details. By using this airbill you agree to the service conditions on the back of this airbill and in the current FedEx Service Guide, including terms that limit our liability.

Rev. Date 4/19 • Part #167002 • ©2012–2019 FedEx • PRINTED IN U.S.A.

644

Ship it. Track it. Pay for it. All online.
Go to fedex.com

Ordinance No. O-2022-61 : Acceptance of Property from the Park District

Recommendation of Action

Staff recommends approval.

SUMMARY: The Park District is transferring ownership of 985 Buffalo Grove Road (wooded pond parcel between 15 Dundee Rd and Cambridge Park) to the Village including a sewer easement along Cambridge Park, subject to Village Attorney review.

ATTACHMENTS:

- Memo T Bragg_Property Conveyance_Cambridge_1-20-2022 (DOCX)
- Cambridge Park Resolution (PDF)
- 2020-0661 Plat of Easement-1-31-22 (PDF)
- 4798.054_ALTA-04.12.2022 (PDF)
- Grantor Grantee Affidavit (PDF)
- MyDec v1 (PDF)
- Real Estate Transfer Stamp Declaration Form (PDF)
- Ordinance_Property Conveyance Cambridge_22-0120 (DOCX)

Trustee Liaison	**Staff Contact**
Smith	Kyle Johnson, Engineering

Monday, June 20, 2022	

VILLAGE OF
BUFFALO GROVE

MEMORANDUM

DATE: June 15, 2022

TO: Dane Bragg, Village Manager

FROM: Kyle Johnson, Assistant Director of Public Works

SUBJECT: Acceptance of Property and an Easement from the Buffalo Grove Park District

Staff Recommendation

The Public Works Department recommends approval of the enclosed ordinance accepting 985 Buffalo Grove Road from the Buffalo Grove Park District and providing the Village Manager the authority to sign all associated documents pending review and approval by the Village Attorney.

Overview

The Cambridge on the Lakes Lift Station Replacement Project required the Village to obtain property from the Buffalo Grove Park District to relocate the lift station. The Buffalo Grove Park District Board approved a Resolution on May 9, 2022, agreeing to transfer ownership of 985 Buffalo Grove Road (wooded pond parcel between 15 Dundee Rd and Cambridge Park) to the Village including a sewer easement along northern boundary of Cambridge Park. After the Park District Board approved the property transfer, the Cambridge on the Lakes Lift Station replacement project began construction utilizing the subject property for relocation of the lift station and force main. Additionally, the project will include improvements to the stormwater management facilities currently on the parcel.

Attachment: Memo T Bragg_Property Conveyance_Cambridge_1-20-2022 (O-2022-61 : Acceptance of Property from the Park District)

RESOLUTION 22-5-2
AUTHORIZING THE GRANT OF AN EASEMENT TO THE VILLAGE OF BUFFALO GROVE FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING A SEWER LIFT STATION AND SEWERAGE SYSTEM

AND

PURSUANT TO SECTION 2 OF THE TRANSFER ACT CONVEYING, 137271 SQUARE FT. OR 3.1513 ACRES (DETENTION AREA) ALL LOCATED IN CAMBRIDGE PARK WITHIN THE VILLAGE OF BUFFALO GROVE

WHEREAS, the Buffalo Grove Park District, an Illinois Park District in Cook and Lake Counties, Illinois, ("Park District") owns property as described on Exhibit A attached hereto and made a part hereof, commonly known as Cambridge Park in the Village of Buffalo Grove (the "Village"); and

WHEREAS, the Village currently maintains a sewerage system in the Village and needs to construct a new lift station in Cambridge Park to update and benefit the sewerage system and wants to own and maintain a Detention Pond in the northern portion of Cambridge Park to benefit the storm water system in the Village; and

WHEREAS, the Park District has expressed an interest in transferring the Detention Pond in Cambridge Park to the Village; and

WHEREAS, the Park District and the Village are "municipalities" under the Local Governmental Property Transfer Act (the "Transfer Act"); and

WHEREAS, the Transfer Act authorizes the conveyance of real property from a municipality upon a two-thirds (2/3rds) vote of the corporate authorities of the transferor municipality then holding office; and

WHEREAS, the Village has declared as the transferee municipality that it is necessary and convenient for it to use, occupy and improve the real estate held by the Park District for making public improvement or for any public purpose; and

WHEREAS, the Village and the Park District have the intention of entering into a Contract for the transfer of the Real Estate containing the Detention Pond and entering into an Easement Agreement regarding the Sewer Lift Station.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Buffalo Grove Park District, Cook and Lake Counties, Illinois as follows:

Attachment: Cambridge Park Resolution (O-2022-61 : Acceptance of Property from the Park District)

Section 1. The Park District hereby finds and determines that all of the recitals in the preambles to this Resolution are full, true and correct and does hereby incorporate them into this Resolution by reference.

Section 2. The Park District hereby approves, authorizes and directs the Executive Director and Corporate Attorney to take all such actions as shall be necessary to consummate the transfer of the Detention Pond to the Village and to execute an Easement Agreement with the Village as to the Sewer Lift Station all of which are located within Cambridge Park and having a legal description as stated within Exhibit A.

Section 3. The Execution by the Village and the Park District relative to all documents necessary or appropriate to complete the transfer of the Detention Pond; and the Easement Agreement as to property depicted on the Plat on Exhibit B shall be subject to the approval of the Park District attorney.

Section 4. This Resolution shall be in full force and effect after its adoption.

AYES: Bragg, Cummins, Jacobson, Reiner

NAYS: 0

ABSENT: 0

PASSED AND APPROVED THIS 9TH DAY OF MAY, 2022.

Scott Jacobson, President
Buffalo Grove Park District
Board of Commissioners

ATTEST:

Ryan Risinger
Secretary

4876-3944-2718.v1.21267.42344

Attachment: Cambridge Park Resolution (O-2022-61 : Acceptance of Property from the Park District)

EXHIBIT "A"

LEGAL DESCRIPTION

Legal Description (North Parcel Transfer)

THE SOUTH 260 FEET OF THE WEST 528 FEET OF THE EAST 561 FEET OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS, Commonly known as 985 BUFFALO GROVE RD., BUFFALO GROVE, IL 60089

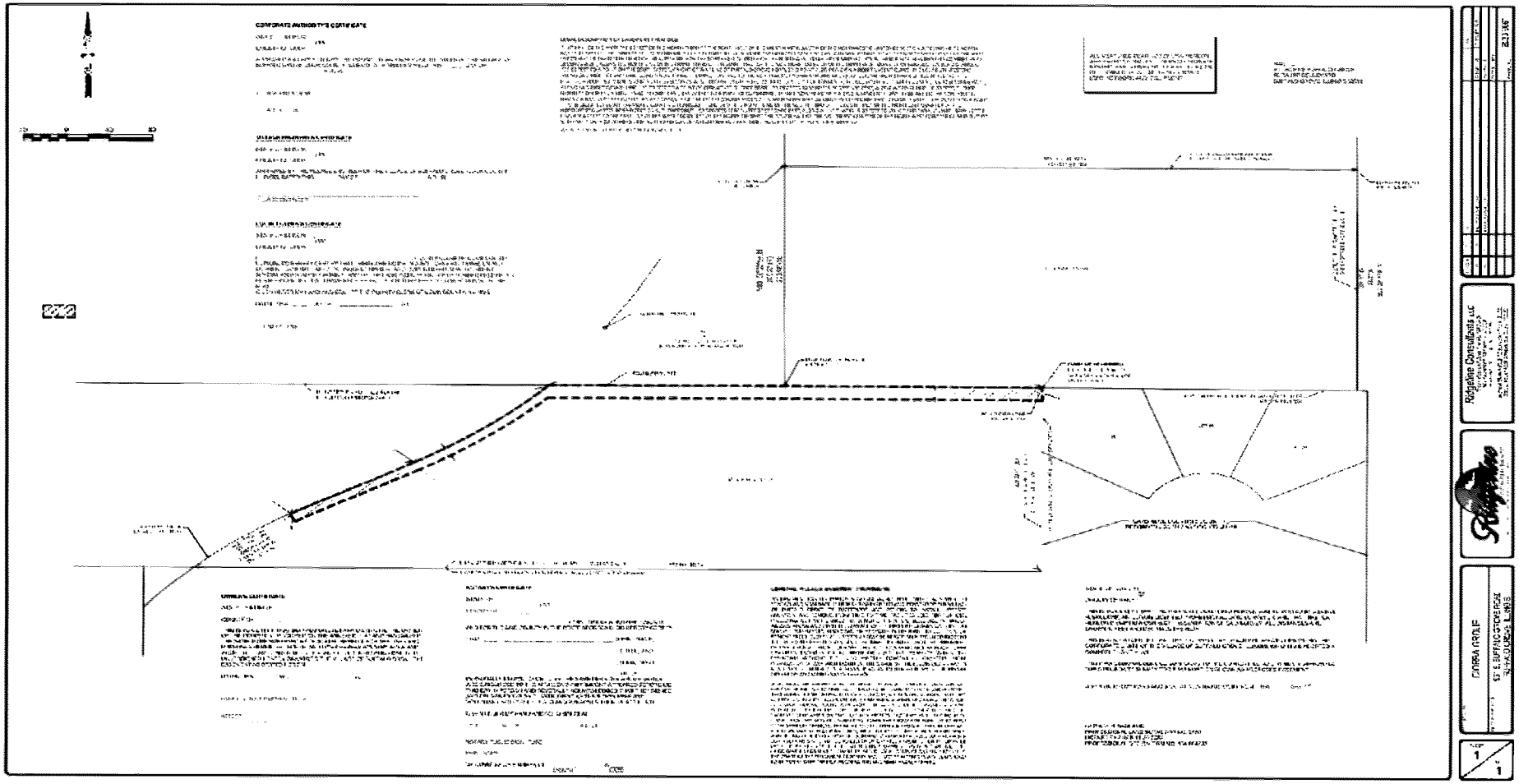
Express Purpose (Easement)

AN EASEMENT FOR THE PURPOSES INCLUDING, BUT NOT LIMITED TO, SEWER LIFT STATION AND SEWERAGE IS, HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF BUFFALO GROVE ITS SUCCESSORS AND ASSIGNS TO INSTALL, OPERATE, MAINTAIN, AND REMOVE FROM TIME TO TIME, FACILITIES USED FOR PURPOSES INCLUDING, BUT NOT LIMITED TO, SEWER LIFT STATION, SEWERAGE IN, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN ON THIS PLAT MARKED "EASEMENT". ALSO GRANTED HEREWITH IS THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEE'S FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE EASEMENTS WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEES. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

ALSO GRANTED HEREWITH IS THE RIGHT TO INSTALL, OPERATE, MAINTAIN AND REMOVE, FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY, SOUNDS AND SIGNALS, INCLUDING BUT NOT LIMITED TO, TELEVISION, DATA AND RADIO SIGNALS AND COMMUNICATIONS IN, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN WITHIN THE DOTTED LINES ON THE PLAT AND MARKED "EASEMENT," AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS, TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTION UNDER THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS HEREON, THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEE'S FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE DOTTED LINES MARKED "EASEMENT" WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEES. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

EXHIBIT "B"

PLAT OF EASEMENT



4876-3944-2718.v1.21267.42344



North
Scale 1" = 40'

ABBREVIATION LEGEND

CHB = CHORD BEARING
CHL = CHORD LENGTH
E = EAST
E'LY = EASTERLY
(M) = MEASURED DISTANCE
N = NORTH
N'LY = NORTHERLY
PC = POINT OF CURVE
PT = POINT OF TANGENT
(R) = RECORD DISTANCE
S = SOUTH
S'LY = SOUTHERLY
W = WEST
W'LY = WESTERLY

CORPORATE AUTHORITY'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

APPROVED AND ACCEPTED BY THE PRESIDENT AND BOARD OF TRUSTEES
BUFFALO GROVE, COOK COUNTY, ILLINOIS, AT A MEETING HELD THIS ____
_____, A.D., 20_____.

_____
VILLAGE PRESIDENT

_____
VILLAGE CLERK

VILLAGE ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

APPROVED BY THE VILLAGE ENGINEER OF THE VILLAGE OF BUFFALO GROV
ILLINOIS, DATED THIS _____ DAY OF _____, A.D., 20____

_____
VILLAGE ENGINEER

COUNTY CLERK'S CERTIFICATE

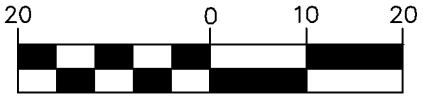
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, COUNTY CLERK
ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL
CURRENT GENERAL TAXES, DELINQUENT SPECIAL ASSESSMENTS OR UNPA

N



GRAPHIC SCALE

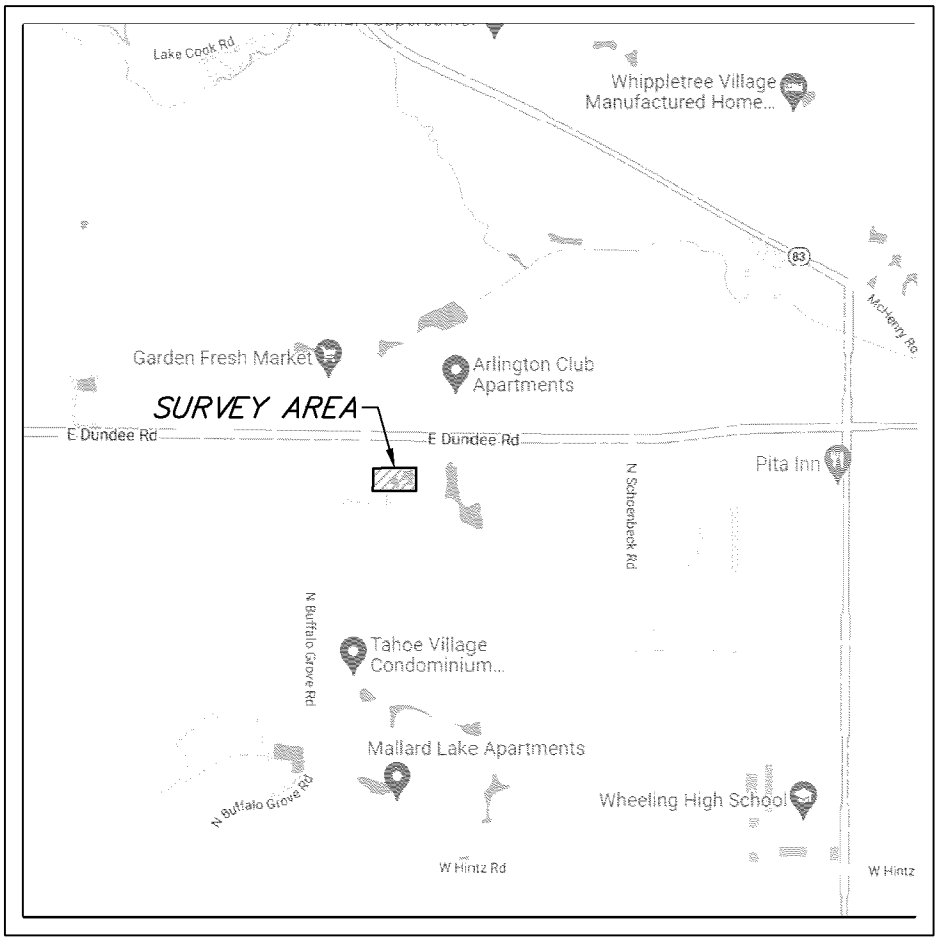


(IN FEET)

1 inch = 20 ft.

BEARINGS ARE BASED UPON THE ILLINOIS STATE PLANE COORDINATE SYSTEM OF 1983, EAST ZONE–2011 ADJUSTMENT, ADJUSTED TO GROUND VALUES ESTABLISHED BY GPS METHODS FROM THE TRIMBLE VIRTUAL REFERENCE NETWORK.

VICINITY MAP (NOT TO SCALE)



GRANTOR/GRANTEE AFFIDAVIT: STATEMENT BY GRANTOR AND GRANTEE

AS REQUIRED BY §55 ILCS 5/3-5020 (from Ch. 34, par. 3-5020)

GRANTOR SECTION

The **GRANTOR** or her/his agent, affirms that, to the best of her/his knowledge, the name of the **GRANTEE** shown on the deed or assignment of beneficial interest **(ABI)** in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or another entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

DATED: _____ | _____ | , 20 _____ **SIGNATURE:** _____

GRANTOR or AGENT

GRANTOR NOTARY SECTION: The below section is to be completed by the NOTARY who witnesses the GRANTOR signature.

Subscribed and sworn to before me, Name of Notary Public: _____

By the said **(Name of Grantor):** _____ AFFIX NOTARY STAMP BELOW

On this date of: _____ | _____ | , 20 _____

NOTARY SIGNATURE: _____

GRANTEE SECTION

The **GRANTEE** or her/his agent affirms and verifies that the name of the **GRANTEE** shown on the deed or assignment of beneficial interest (ABI) in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

DATED: _____ | _____ | , 20 _____ **SIGNATURE:** _____

GRANTEE or AGENT

GRANTEE NOTARY SECTION: The below section is to be completed by the NOTARY who witnesses the GRANTEE signature.

Subscribed and sworn to before me, Name of Notary Public: _____

By the said **(Name of Grantee):** _____ AFFIX NOTARY STAMP BELOW

On this date of: _____ | _____ | , 20 _____

NOTARY SIGNATURE: _____

CRIMINAL LIABILITY NOTICE

Pursuant to Section **55 ILCS 5/3-5020(b)(2)**, Any person who knowingly submits a false statement concerning the identity of a **GRANTEE** shall be guilty of a **CLASS C MISDEMEANOR** for the **FIRST OFFENSE**, and of a **CLASS A MISDEMEANOR**, for subsequent offenses.

(Attach to **DEED** or **ABI** to be recorded in Cook County, Illinois if exempt under provisions of the **Illinois Real Estate Transfer Act**: **(35 ILCS 200/Art. 31)**

rev. on 10.17.2016

Attachment: Grantor Grantee Affidavit (O-2022-61 : Acceptance of Property from the Park District)

MyDec

Declaration ID: 20220501607138
Status: Declaration Submitted
Document No.: Not Recorded
State/County Stamp: Not Issued
City Stamp:

COOK COUNTY

Real Estate Transfer Declaration

PROPERTY IDENTIFICATION:

Address of Property: 985 BUFFALO GROVE RD (Street or Rural Route) | BUFFALO GROVE (City) | 60089-3702 (ZIP)

Permanent Real Estate Index No. 03-09-101-033-0000 | Township: Wheeling

Date of Deed: 5/17/2022 | Type of Deed: Warranty Deed

TYPE OF PROPERTY:

- [ ] Single Family
- [ ] Condo, co-op
- [ ] 4 or more units (residential)
- [ ] Mixed use (commer. & resid.)
- [ ] Commercial
- [ ] Industrial
- [X] Vacant Land
- [ ] Other (select description)

INTEREST TRANSFERRED:

- [X] Fee title
- [ ] Beneficial interest in a land trust
- [ ] Lessee interest in a ground lease
- [ ] Controlling interest in rea estate entity (ord. Sec. 2
- [ ] Other (select description

LEGAL DESCRIPTION:

Sec. 09 Twp. Wheeling Range 11

THE SOUTH 260 FEET OF THE WEST 528 FEET OF THE EAST 561 FEET OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

COMPUTATION OF TAX:

Full actual consideration	0.(
Less amount of personal property included in purchase	0.(
Net consideration for real estate	0.(
Less amount of mortgage to which property remains subject	0.(
Net taxable consideration	0.(
Amount of tax stamps ($.25 per $500 or part thereof)	0.(

ATTESTATION OF PARTIES: we hereby declare the full actual consideration and above facts contained in the declaration to be true and correct.

Name and Address of Seller	Street or Rural Route	City	ZIP Code
BUFFALO GROVE PARK DISTRICT, A MUNICIPAL CORPORATION	530 BERNARD DR	BUFFALO GROVE	60089-3351

Name and Address of Buyer	Street or Rural Route	City	ZIP Code
THE VILLAGE OF BUFFALO GROVE, AN ILLINOIS MUNICIPAL CORPORATION	50 RAUPP BLVD	BUFFALO GROVE	60089-2139

[X] Buyer has a different mailing address for tax documents.

Name or company	Street address	City	State	ZIP Code
VILLAGE OF BUFFALO GROVE, ATTN: DANE C. BRAGG, VILLAGE MANAGER	50 RAUPP BLVD	BUFFALO GROVE	IL	60089-2139

Attachment: MyDec v1 (O-2022-61 : Acceptance of Property from the Park District)

MyDec

Declaration ID: 20220501607138
Status: Declaration Submitted
Document No.: Not Recorded
State/County Stamp: Not Issued
City Stamp:

Exempt Transfers

(Select the Appropriate Exemption)

Exempt transfers are subject to the requirement contained in subsection 7(c) of this ordinance.

7(c) "No transfer shall be exempt from the tax imposed by this ordinance unless the declaration describes the facts supporting the exemption and is accompanied by such supporting documentation as the Recorder may reasonably require."

☐ Transfer is not exempt.

☐ A. Transfers of real property made prior to May 21, 1979, where the deed was recorded after that date or assignments of beneficial interest in real property dated prior to August 1, 1985, where the assignment was delivered on or after August 1, 1985;

☐ B. Transfers involving real property acquired by or from any governmental body or acquired by any corporation, society, association, foundation, or institution organized and operated exclusively for charitable, religious, or educational purposes or acquired by any international organization not subject to local taxes under applicable law;

FEIN of entity holding IRS Tax Exempt Status _____

Note: Prepare to present proof of IRS tax exempt status, if requested, at time of recording.

☐ C. Transfers in which the deed, assignment, or other instrument of transfer secures debt or other obligation;

☐ D. Transfers in which the deed, assignment, or other instrument of transfer, without additional consideration, confirms, corrects, modifies, or supplements a deed, assignment, or other instrument of transfer previously recorded or delivered;

☒ E. Transfers in which the transfer price is less than $100.00;

☐ F. Transfers in which the deed is a tax deed;

☐ G. Transfers in which the deed, assignment, or other instrument of transfer releases property which secures debt or other obligations

☐ H. Transfers in which the deed is a deed of partition; provided, however, that if a party receives a share greater than its undivided interest in the real property, then such party shall be liable for tax computed upon any consideration paid for the excess;

☐ I. Transfers between a subsidiary corporation and its parent or between subsidiary corporations of a common parent either pursuant to a plan of merger or consolidation or pursuant to an agreement providing for the sale of substantially all of the seller's assets;

☐ J. Transfers from a subsidiary corporation to its parent for no consideration other than the cancellation or surrender of the subsidiary' stock and transfers from a parent corporation to its subsidiary for no consideration other than the issuance or delivery to the paren of the subsidiary's stock;

☐ K. Transfers made pursuant to a confirmed plan of reorganization as provided under section 1146 (c) of Chapter 11 of the U.S. Bankruptcy Code of 1978, as amended;

Provide bankruptcy court docket number: _____

☐ L. Deeds representing transfers subject to the imposition of a documentary stamp tax imposed by the government of the United States, except that such deeds shall not be exempt from filling the declaration; and

☐ M. Transfers in which the deed or other instrument of transfer is issued to the mortgagee or secured creditor pursuant to a mortgage security interest foreclosure proceeding or sale or pursuant to a transfer in lieu of foreclosure.

Attachment: MyDec v1 (O-2022-61 : Acceptance of Property from the Park District)

VILLAGE OF BUFFALO GROVE

Fifty Raupp Blvd., Buffalo Grove, IL 60089-2100

REAL ESTATE TRANSFER TAX

Check One:
☐ **DECLARATION**
☒ **EXEMPTION**

Check One:
☐ **ASSIGNMENT OF BENEFICIAL INTEREST OF LAND TRUST**
☒ **DEED**

INSTRUCTIONS:

1) This form must be filled out completely, signed by at least one of the grantees (buyers), signed by at least one of the grantors (sellers), or their designated agent, and presented to the Finance Department of the Village of Buffalo Grove, 50 Raupp Boulevard, Buffalo Grove, Illinois, at the time of purchase of real estate transfer stamps as required by the Buffalo Grove Real Estate Transfer Tax Ordinance. The stamps must be affixed to the deed when recorded or affixed to the facsimile of the assignment of beneficial interest when recorded.
2) The full actual amount of consideration of the transaction is the amount upon which the tax is to be computed. Both the full actual consideration of the transaction and the amount of the tax stamps required must be stated on the declaration.
3) In cases involving an intermediary buyer, nominee or "straw man", one declaration form must be prepared for each deed that is to be recorded. (One of these transactions is usually exempt under Section 3.44.060.A.4 of the Ordinance.)
4) The Illinois Transfer Declaration should be provided at time of purchase; or if not, it must be provided within 10 days of closing.
5) For additional information, please call the Finance Department at (847) 459-2500, Monday, 8:00 A.M. to 7:30 P.M., Tuesday thru Friday, 8:00 A.M. to 4:30 P.M.. (The Village requests you arrive 30 minutes prior to the office closing, for Transfer Tax Transaction.)

Address of Property: 985 Buffalo Grove Road, Buffalo Grove, IL 60089

Permanent Property Index No. 03-09-101-033-0000

Date of Deed: _____

Type of Deed: Warranty Deed

Full Actual Consideration (Include Amount of mortgage and value of liabilities assumed) $ N/A

Amount of Tax ($3.00 per $1,000 or fraction thereof greater than $500.00 of full actual consideration) $ N/A

NOTE: The Village of Buffalo Grove's Real Estate Transfer Tax Ordinance specifically exempts certain transactions from taxation. These exemptions are enumerated in Sections 3.44.060 and 3.44.070 of the Ordinance which is printed on the reverse side of this form. To claim one of these exemptions, complete the appropriate blanks below:

I hereby declare that this transaction is exempt from taxation under the Buffalo Grove Real Estate Transfer Tax Ordinance by paragraph(s) 4 of Section 3.44.060 of said Ordinance.
Details for exemptions claimed: (explain) No actual consideration for the sale.

We hereby declare the full actual consideration and above facts contained in this declaration to be true and correct.
Grantor: (Seller) (Please Print)

Name _____ Address _____ Zip Code _____

Signature: _____ Date Signed: _____

Grantee: (Buyer) (Please Print)

Name _____ Address _____ Zip Code _____

Signature: _____ Date Signed: _____

For Office Use Only
Approved By
Village of Buffalo Grove: _____ Date Signed: _____

Attachment: Real Estate Transfer Stamp Declaration Form (O-2022-61 : Acceptance of Property from the Park District)

3.44.060 – Exempt Transactions

A. The tax imposed by this Chapter shall not apply to the following transactions, provided said transaction in each case is accompanied with information that sets forth the facts or such other certificate of record or sworn statement as the Director of Finance may require at the time of filing of the declaration form:

1. Transactions involving property acquired by or from any governmental body, or any transaction involving property acquired by or from any corporation, society, association, foundation or institution organized and operated exclusively for charitable, religious or educational purposes;
2. Transactions in which the deeds secure debt or other obligations;
3. Transactions in which the deeds, without additional consideration, confirm, correct, modify or supplement deed previously recorded;
4. Transactions in which the actual consideration is less than five hundred dollars ($500.00);
5. Transactions in which the deeds are tax deeds;
6. Transactions in which the deeds are releases of property which is security for a debt or other obligation;
7. Transactions in which the deeds are pursuant to a court decree where there is no consideration;
8. Transactions made pursuant to mergers, consolidations, or transfers or sales of substantially all of the assets of a corporation pursuant to plans of reorganization;
9. Transactions between subsidiary corporations and their parents for no consideration other than the cancellation or surrender of the subsidiary corporation's stock;
10. Transactions wherein there is an actual exchange of real property, except that the money difference or money's worth paid from one or the other shall not be exempt from the tax;
11. Transactions representing transfers subject to the imposition of a documentary stamp imposed by the government of the United States, except that such deeds shall not be exempt from filing the declaration;
12. A transfer by lease;

B. Every deed or other instrument which is exempt pursuant to this Section shall be presented to the Director of Finance so as to be appropriately marked by said Director as an exempt deed or instrument eligible for recordation without the payment of tax. At such time as a deed or instrument is presented to the Director, a certificate setting forth the facts which justify the exemption shall be presented, together with the declaration required in Section 3.44.040.

3.44.070 – Exemptions

A. The taxes imposed by this Chapter shall not be imposed on or transferred by an executor or administrator to a legatee, heir or distributee where the transfer is being made pursuant to will or by intestacy. The tax imposed by this Chapter shall further be exempt where the transaction is effected by operation of law or upon delivery or transfer in the following instances; provided, however, that a declaration form is filed:

1. Upon the death of a person, to his executor or administrator;
2. From a minor to his guardian or from a guardian to his ward upon attaining majority;
3. From an incompetent to his conservator, or similar legal representative, or from a conservator or similar legal representative to a former incompetent upon removal or disability;
4. From a bank, trust company, financial institution, insurance company or other similar entity, or nominee, custodian, or trustee therefor, to a public officer or commission, or person designated by such officer or commission or by a court, in the taking over of its assets, in whole or in part, under State or Federal law regulating or supervising such institutions, nor upon redelivery or retransfer by any such transferee or successor thereto;
5. From a bankrupt or person in receivership due to insolvency, to the trustee in bankruptcy or receiver, from such receiver to such trustee or from such trustee to such receiver, or upon redelivery or retransfer by any such transferee or successor thereto;
6. From a transferee under subsections (1) through (5), inclusive, to his successor acting in the same capacity, or from one such successor to another;
7. From trustees to surviving, substitute, succeeding or additional trustees of the same trust;
8. Upon the death of a joint tenant or tenants by the entirety to the survivor or survivors;
9. From a foreign country or national thereof to the United States or any agency thereof, or to the government of any foreign country directed pursuant to the authority vested in the President of the United States by Section 5(B) of the Trading with the Enemy Act (40 stat. 415), as amended, by the First War Powers Act (55 stat. 839);

B. Every deed or other instrument which is exempt pursuant to this Section shall be presented to the Director of Finance so as to be appropriately marked by said Director as an exempt deed or instrument eligible for recordation without the payment of tax. At such time as a deed or instrument is presented to the Director, a certificate setting forth the facts which justify the exemption shall be presented, together with the declaration required in Section 3.44.040.

Attachment: Real Estate Transfer Stamp Declaration Form (O-2022-61 : Acceptance of Property from the Park District)

FORM R.E. TR TAX - INDEPENDENT FORMS SERVICES, INC.

ORDINANCE NO. 2022 - _____

AN ORDINANCE APPROVING ACCEPTANCE OF 985 BUFFALO GROVE ROAD AND FROM THE BUFFALO GROVE PARK DISTRICT

WHEREAS, the Village of Buffalo Grove is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and,

WHEREAS, the Village of Buffalo Grove is agreeable to accept the parcel of land at 985 Buffalo Grove Road (PIN No. 03-09-101-033-0000), a of Part of the North ½ of the Northeast ¼ of the Northwest ¼ of Section 9, Township 42 North, Range 11, East of Third Principal Meridian, according to the ALTA/NSPS Land Title Survey prepared by Gewalt Hamilton Associates, Inc. dated April 12, 2022, in Cook County, Illinois ("the Property"), from the Buffalo Grove Park District;

WHEREAS, the Village of Buffalo Grove is agreeable to accept an easement along the north property line of 951 Buffalo Grove Road (PIN No. 03-09-101-029-0000) per the enclosed plat of easement from the Buffalo Grove Park District;

NOW, THEREFORE, BE IT ORDAINED by the Village President and Board of Trustees of the Village of Buffalo Grove, Cook and Lake Counties, Illinois, as follows:

Section 1: That it is necessary and appropriate to accept the Property from the Buffalo Grove Park District and said conveyance is hereby approved.

Section 2: The Village Manager is authorized and directed to execute all necessary documents to effectuate the conveyance.

Attachment: Ordinance_Property Conveyance Cambridge_22-0120 (O-2022-61 : Acceptance of Property from the Park District)

Section 3: If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

Section 4: This Ordinance shall be in full force and effect from and after its passage and approval and shall not be codified.

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2022

APPROVED: _____, 2022

APPROVED:

_____
Village President

ATTEST:

_____
Village Clerk

Attachment: Ordinance_Property Conveyance Cambridge_22-0120 (O-2022-61 : Acceptance of Property from the Park District)

Ordinance No. O-2022-62 : Ordinance Approving a Redevelopment Agreement with IMKD 5 LLC and BGA Residential LLC for the Redevelopment of the Existing Town Center Located at 100-228 N McHenry Road (Excluding 150 N McHenry), and 270-314 N McHenry Road, Buffalo Grove, IL to be Known as the Clove

Recommendation of Action

Staff recommends that the Village Board approve the Redevelopment Agreement, subject to the review and approval of the Village Attorney.

Kensington Development Partners (Kensington) has entered into a contract to purchase the existing 20-acre Town Center at northwest corner of Lake Cook Road and Route 83 and redevelop the property into a new development called The Clove. Prior to the Village Board taking action on the zoning approvals for the Clove, the Board is being requested to consider the attached RDA which outlines the parameters, obligations and TIF support to facilitate the redevelopment.

ATTACHMENTS:

- BOT Memo (DOCX)
- SBF Summary Review Memo (PDF)
- Ordinance (DOCX)
- RDA- Final Draft 6.15.22 (DOCX)
- Exhibits Combined (PDF)

Trustee Liaison	**Staff Contact**
Johnson	Chris Stilling, Community Development

Monday, June 20, 2022	

VILLAGE OF BUFFALO GROVE

DATE: June 16, 2022

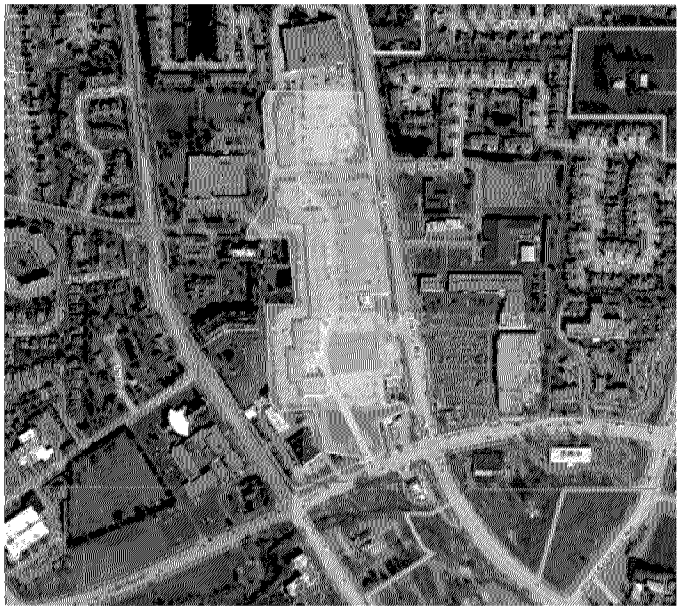
TO: President Sussman and Trustees

FROM: Christopher Stilling, Deputy Village Manager

SUBJECT: Ordinance Approving a Redevelopment Agreement for the Clove

BACKGROUND

Kensington Development Partners (Kensington) has entered into a contract to purchase the existing 20-acre Town Center at northwest corner of Lake Cook Road and Route 83 and redevelop the property into a new development called The Clove. The development will include a new nationally recognized grocery store, retail, restaurants and mixed use residential.



On November 1, 2021 the Village Board approved a Memorandum of Understanding (MOU) with Kensington, which identified the plan, land uses, development and financial obligations of a Redevelopment Agreement (RDA). The MOU served as the foundation of the overall plan and terms of the attached RDA.

Prior to the Village Board taking action on the zoning approvals for the Clove, the Board is being requested to consider the attached RDA which outlines the parameters, obligations and TIF support to facilitate the redevelopment. Staff is recommending that the Village Board approve the attached RDA, subject to the final review and approval by the Village Attorney. The following memorandum provides an overview of the RDA.

STAFF RECOMMENDATION

The proposed project furthers the goal of the Village 2018 Lake Cook Corridor plan which calls for the Town Center property to be into a vibrant, pedestrian friendly mixed-use development. The Village's financial contribution to facilitate the development are derived from revenues generated by Kensington's and Urban Street's investment and the TIF District and do not include any general obligation of the Village. Staff recommends that the Village Board approve the attached Redevelopment Agreement with Kensington and Urban Street, subject to the final review and approval of the Village Attorney.

Attachment: BOT Memo (O-2022-62 : Ordinance Approving a Redevelopment Agreement for the Clove PUD)

PROJECT SUMMARY



Kensington and their residential partner Urban Street are proposing to develop the entire project in one phase which will include approximately 78,000 square feet of new retail commercial space in multiple buildings, 0.85 acre park, 297 unit luxury apartment building with first floor retail and a remodeled 35,000 square foot shopping center north of Old Checker. On both April 6, 2022 and May 18, 2022, the PZC held the required public hearings to review the zoning requests for the Clove. The PZC unanimously recommended, subject to conditions. The latest plans and more details on the project can be found by clicking here or can be found on the subsequent agenda item regarding the Planned Development approval. The zoning requests are a companion piece to the RDA and will be considered once the Village Board takes action on the RDA.

FINANCIAL TERMS AND OBLIGATIONS

As part of the RDA, both Kensington and the Village have several key financial and performance obligations. The following is a summary of each parties' obligations:

Kensington Obligations

1. Acquire the entire Town Center parcel, secure financing, and leases to develop the entire site by June 30, 2026.
2. Project shall include:
    a. Minimum 43,000 s.f. grocery anchor with a signed lease 15-year lease
    b. 2,500 s.f. freestanding restaurant, with a signed lease
    c. Minimum 6,000 s.f. outlot building and 4,000 s.f. outlot building. Each building shall either be 1 full service, restaurant or 2 fast casual restaurants
    d. Develop an outlot north of Old Checker and construct a minimum 3,000 retail building for a sales tax generating user
    e. 7-story 275-300-unit apartment building and parking deck with a minimum of 15,400-16,200 s.f. of ground floor retail. The ground floor retail shall include a minimum 3,000-5,000 s.f. for a restaurant
    f. Kensington shall donate the approximately 0.85 acre park space
    g. Remodel the existing façade and make landscaping and parking lot improvements to the existing building north of Old Checker
    h. 90% of the project shall be completed no later than June 30, 2026
    i. Provide completion guarantees for the entire project
3. Kensington's Penalties
    a. Failure to complete the project in a timely manner will result in a pro-rata reduction of payments to Kensington's third note.
    b. In the event the grocer tenant space is not occupied for more than 18 months, the Village's payments on the Kensington Note shall be reduced by 10% until such time the space is leased with a similar user.
    c. In the event Kensington's project costs are less than identified in the RDA, the third note to Kensington will be reduced by 50% of the amount of the savings. For example, if the site work was shown as $1 million and the actual costs are $750,000, the developer would have saved $250,000. Therefore, the third note would be reduced by $125,000 (savings of $250,000 x 0.5 = $125,000 reduction).

Attachment: BOT Memo (O-2022-62 : Ordinance Approving a Redevelopment Agreement for the Clove PUD)

Village Obligations

1. The Village agrees to provide up to three (3) developer notes to Kensington for a combined total amount not to exceed $22.75 million. This represents approximately 15% of the total development costs of the project.
    a. The first and second developer note will be monetized (sold) by Kensington at the time they close on the property to provide up front capital to the project.
        i. These two notes are intended to allow Kensington to net a certain amount of upfront capital. The second note will only be provided if Kensington is unable to reach their target net amount.
    b. The third note will be a provided directly to Kensington once they complete 80% of their retail project.
        i. The amount of the third note will be the difference between the maximum note amount of $22.75 million less what Kensington is able to net for the sale of the first and second note combined as noted above.
        ii. The combined total of all notes will not exceed $22.75 million
2. Sources of revenue to support the notes include:
    a. 100% of the TIF increment generated from Kensington's Urban Street's Development
    b. 100% of the TIF Increment generated from the Northwest Community Hospital Development and outlot (NCH).
    c. 50% of all incremental sales tax generated within Kensington's, excluding sales tax from the existing 35,000 shopping center north of Old Checker. It should be noted that the Village will get the first $250,000 of sales taxes before the sharing occurs.
    d. 100% of the inflationary growth from parcels within the TIF District. This amount is capped per parcel and does not include tax exempt properties.
3. In the event the increment exceeds the projections, the Village reserves the right to escalate repayments.

The $22.75M notes are not general obligations of the Village and the Village has no financial risk. The agreement is structured such that only the funds generated by the TIF District and the project's sales tax will be provided or shared and ensure a timely redevelopment process and financial protection for the Village.

SB Friedman Review and Findings

As part of the development and negotiations of the RDA, the Village retained SB Friedman (SBF) to assist in the deal review and provide their overall assessment of the projects financial structure. SBF provided the attached memo reviewing the following:

1. Project Summary
2. Developer Request
3. Project Analysis
4. TIF Revenue Projections
5. Return Analysis

SBF found that the developer's projections and need for requested assistance as outlined in the RDA is warranted to ensure that the project proceeds. Any shortfall in revenue to support the notes are at the risk of the developer, not the Village.

Attachment: BOT Memo (O-2022-62 : Ordinance Approving a Redevelopment Agreement for the Clove PUD)

ACTION REQUESTED

Staff recommends that the Village Board approve the attached Redevelopment Agreement with Kensington and Urban Street, subject to the final review and approval of the Village Attorney.

SBFRIEDMAN

MEMO

To: Christopher Stilling, Village of Buffalo Grove
From: Geoff Dickinson, SB Friedman Development Advisors
312-384-2404, gdickinson@sbfriedman.com
Date: June 3, 2022

RE: Review of Kensington Town Center Redevelopment Project – Request for Village Financial Assistance

SB Friedman Development Advisors, LLC ("SB Friedman") was engaged by the Village of Buffalo Grove (the "Village") to assist the Village in evaluating the proposed redevelopment of the Buffalo Grove Town Center (the "Project") at the northwest corner of Lake Cook and McHenry Roads in the Lake County portion of the Village (the "Site"). Kensington Development Group, LLC (the "Retail Developer") and BGA Residential (the "Residential Developer"), collectively, the "Developers" are requesting Village tax increment financing (TIF) and sales tax sharing assistance to support the proposed Project. The Site is located in the Lake Cook Road Tax Increment Financing District (the "TIF District") which was established in 2020.

The $149.5 million Project includes a mix of uses and the construction of multiple components to be completed by 2024. The Development Program includes a Residential & Mixed-Use Component, an Open Space Component, South Tract Retail Component and North Tract Retail Component.

The Developers have indicated that Project financial feasibility is challenged by extraordinary land costs and increasing construction costs, therefore, the Developers are requesting the following financial assistance from the Village (collectively, the "Requested Village Assistance"):

- Up to $22.75 million (present value in 2022 dollars) in net proceeds from the upfront sale of one or more notes and/or pay-as-you-go notes over the life of the TIF District ("PAYG"). Village financial assistance is to be funded with incremental property taxes and sales tax sharing.

This memorandum includes a review of the following for the Project:

- Project Summary
- Developer Request
- Project Analysis
- TIF Revenue Projections
- Returns Analysis

Our analysis indicates that the requested financial assistance appears to be required for the Project to achieve rates of return sufficient to attract debt and equity. Our findings are provided in more detail in the **Conclusions and Recommendations** section of the memo.

Attachment: SBF Summary Review Memo (O-2022-62 : Ordinance Approving a Redevelopment Agreement for the Clove PUD)

Attachment: SBF Summary Review Memo (O-2022-62 : Ordinance Approving a Redevelopment Agreement for the Clove PUD)

Project Overview

The Project is located on the site of the approximately 22-acre Buffalo Grove Town Center retail center at the Northwest corner of Lake Cook and McHenry Roads. The Project includes four major components:

- **Residential & Mixed-Use Component.** The Retail Developer plans to dispose of an approximately 7-acre portion of the tract south of Old Checker Road to the Residential Developer for a total of $6,350,000. The Residential Developer plans to develop the "Residential Parcel" to include:
    - A 7-story multi-family rental apartment building comprised of 297 market-rate units.
    - Approximately 16,200 square feet of ground floor mixed-use retail space. Ground floor retail space is anticipated to include:
        - 4,900 square feet of fast casual restaurant space
        - 11,300 square feet of other retail uses
    - An adjacent 4-story parking deck for use by residential tenants only

- **Open Space Component.** The Residential Developer anticipates dedicating an 0.85 acre parcel of land to the Village for use as public open space.

- **South Tract Retail Component.** The Retail Developer plans to develop the remainder of the tract south of Old Checker Road to include no less than 90,000 square feet of retail space, including:
    - 43,000 square feet of grocery anchor space
    - 2,650 square feet of freestanding restaurant space
    - 10,377 square feet of retail in two outlot buildings ("Retail Outlots")

- **North Tract Retail Component.** The Retail Developer plans to upgrade and improve the parcel north of Old Checker Road to include:
    - 34,962 square feet of renovated retail space in the existing North Building
    - 4,989 square feet of Quick Service Restaurant space at the southeast corner of the north tract

Redevelopment of the South Tract Retail Component and North Tract Retail Component are collectively referred to as the "Retail Component."

The Developers anticipate beginning construction in August of 2022 with delivery of the first of the Project's leasable space in the Summer of 2023. The full development program and phasing schedule for the Development per the Retail Developer's pro forma is provided in **Figure 1.**

Figure 1. Development Program

	Total Square Feet or Units	Year Construction Complete
Residential & Mixed-Use Component		
Residential Apartment Units	297 Units	2024
Mixed-Use Retail	11,300	2024
Fast Casual Restaurant	4,900	2024
Apartment Amenity Space	7,500	2024
Open Space Component		
Village Dedicated Open Space	0.85 acres	TBD

South Tract Retail Component		
Freestanding Restaurant Space	2,650	2023
Outlot Retail	10,377	2023
Grocery Anchor	43,000	2023
North Tract Retail Component		
Existing North Building Rehab	34,962	2023
Quick Service Restaurant	4,989	2023

Source: Kensington Development Group, SB Friedman

Pro Forma Analysis

SB Friedman reviewed the pro forma and supplemental materials submitted by the Retail Developer. SB Friedman engaged the Retail Developer in subsequent conversations to obtain additional information to understand and validate underlying Project assumptions. The Retail Developer provided the following documents for review:

- 10-year pro forma dated April 19, 2022 including: budget, cash flow (income and expenses) and other Project assumptions;
- Executed leases and tenant commitments;
- A conceptual redevelopment schedule dated March 7, 2021;
- Executed Purchase and Sale Agreement for Acquisition;
- Executed Purchase and Sale Agreement for Residential Parcel Disposition;
- North Tract Retail Component Building Construction Estimates dated November 24, 2021; and
- Other supporting documentation.

DEVELOPMENT BUDGET

The Project is estimated to cost approximately $149.5 million, including the $92.4 million Residential and Mixed-use Component to be developed by the Residential Developer and the $57.1 million Retail Component. For purposes of this analysis, SB Friedman reviewed the development budget associated with Retail Component only (the "Retail Component Budget"), as presented in **Figure 2.** Accounting for the residential land disposition, the total Retail Component development costs (TDC) net of land disposition to the Residential Developer is $50.8 million.

Figure 2. Total Retail Component Budget

Uses/Development Costs [1]	Total
Acquisition Costs	$23,950,000
Site Preparation Costs	$7,474,166
Hard Construction Costs	$16,668,056
Soft Costs	$5,954,484
Developer Fees	$1,580,077
Reserves and Other Costs	$1,504,835
Total Development Costs (TDC)	**$57,131,618**
Land Disposition to Residential Developer	**-$6,350,000**
TDC Net of Land Disposition	**$50,781,618**

Source: Kensington Development Group, SB Friedman

Attachment: SBF Summary Review Memo (O-2022-62 : Ordinance Approving a Redevelopment Agreement for the Clove PUD)

Key findings from SB Friedman's review of the Retail Component Budget include the following:

- **Acquisition Costs**
    - **Land Acquisition.** The Retail Developer acquired the Site for $23.95 million, roughly $25 per land square foot. The Retail Developer entered into a purchase and sale agreement with the current property owner on May 29, 2020, for the sale of the Site to the Retail Developer for $23 million. The total land acquisition costs also include an additional $950,000 and soft costs which was verified by documentation and aligns with the Retail Developer's pro forma.
    - **Land Disposition to Residential Developer.** The Retail Developer and the Residential Developer entered into a purchase and sale agreement dated December 3, 2021 for the sale of a roughly 7-acre portion (the "Residential Parcel") of the overall Site for $6.35 million, or approximately $21 per land square foot. The Retail Developer's pro forma provided to the Village notes the $6.35 million land sale as a funding source for the Retail Component, in alignment with documentation reviewed by SB Friedman.

      SB Friedman reviewed comparable land sales for multifamily residential developments in the market area and found that, on average, multifamily land sales for approximately $26 per land square foot. SB Friedman estimates the Retail Developer is helping to offset approximately $1.5 million in land costs for the Residential and Mixed-Use component of the Project. However, a portion of these land costs appear to be reflected in a land write-down associated with the Open Space component, which is inclusive of the 7-acre Residential Parcel.
    - **Land Acquisition Net of Disposition.** The Retail Developer's land acquisition costs net of the disposition of the Residential Parcel is $17.6 million, or $27 per land square foot. SB Friedman benchmarked against land sales of comparable shopping centers in the greater market area and found the Retail Developer's land acquisition costs to significantly exceed comparable land sales. On average, land sales of comparable shopping centers in the region have sold for approximately $10 per land square foot. Based on this assessment, the Retail Developer has approximately $11 million in above-market land costs which is contributing to the need for Village financial assistance.

      Additionally, compared to other shopping centers is appears that the Site is inefficient for development with a very low floor area ratio ("FAR") of less than 0.13 on the southern tract, which is inclusive of, 1.9 acres of stormwater detention, multiple access points including a bridge over the stormwater detention pond, and an open space parcel which are not revenue generating. Acquiring these non-revenue generating portions to holistically develop the Site contributes to the Developers' need for Village financial assistance.

- **Site Preparation Costs.** The Retail Component Budget estimates a total of $7.5 million in sitework, inclusive of the preparation of the portions of the Residential Parcel, outlot sitework, bridge repair and stormwater detention costs, monument signs, and an earthwork contingency. Sitework costs in the Developers pro forma are approximately 14.7% of TDC net of residential land disposition. Sitework costs are consistent with construction cost estimates dated November 24, 2021 provided to SB Friedman.

Attachment: SBF Summary Review Memo (O-2022-62 : Ordinance Approving a Redevelopment Agreement for the Clove PUD)

- **Hard Construction Costs.** The Retail Component Budget includes $16.7 million in hard construction costs which includes building shell, and tenant improvement costs. The Retail Developers Hard Construction Costs are 32.8% of TDC net of residential land disposition. Key hard costs line items include:

    - **Building Shell.** In total, the Retail Component budget includes approximately $12.6 million in hard costs related to construction of the Retail Component's building shells, or 24.9% of TDC net of residential land disposition. The Retail Component Budget assumes $165-$230 per square foot for new construction depending on the building, which appear relatively high in relation to RS Means construction estimates for supermarkets and outlot buildings in the region. However, subsequent conversations with the Retail Developer indicated that record inflation for building materials and labor shortages are driving up construction costs. Additionally, the Retail Component Budget assumes $2.5 million for building shell costs related to the rehabilitation of the existing North Building, or approximately $72 per square foot. These are inclusive of façade improvements and are consistent with preliminary construction estimates provided to SB Friedman. The Retail Developer plans to lease the pads under the proposed freestanding restaurant and quick service restaurant to the end users who will construct their own buildings. Thus there are minimal anticipated building shell costs for these buildings. Overall, building shells costs appear reasonable.

    - **Tenant Improvements**: In total, the Retail Developer's pro forma includes $4.0 million in tenant improvement allowances and tenant finish costs. Per square foot, tenant improvement allowances vary across buildings. The Retail Developer has provided lease documentation verifying the flat-fee tenant finish allowance for the freestanding restaurant space. In addition, the Retail Developer is assuming tenant improvement costs of $30 to $60 per square foot for the Retail Outlots and grocery anchor space. The Retail Developer's assumption of weighted average of $32.52 per square foot of tenant improvement allowances for retail space in the Existing North Building appears reasonable to prepare space to all existing tenants in the existing South Building into (in order to make the Residential Parcel development ready) The Retail Developer does not intend on providing tenant improvement allowances for vacant spaces in the North Retail building at this time. SB Friedman verified tenant improvement costs against lease documentation when available and consider the Retail Developer's assumptions to be reasonable.

- **Soft Costs, Financing Costs, and Developer Fees.**

    - **Architecture and Engineering ("A&E") Fees.** The Retail Component budget includes $1.0 million in A&E fees, or 2.26% of TDC net of residential land disposition, which SB Friedman determined are consistent with industry benchmarks.

    - **Legal and Closing.** The Retail Component budget includes $1.0 million in legal and closing fees associated with the development, or 1.97% of TDC net of land disposition which SB Friedman determined are consistent with industry benchmarks.

    - **Leasing Commissions.** Lease commissions are generally calculated based on a percentage of the total base rent paid over the term of the lease. In total, the Retail Developer estimates lease commissions of $1.7 million. Actual lease commission costs vary from 4.0% to 4.5% of total base rent for the newly constructed spaces, which is within range of industry market data identified by SB Friedman. Additionally, the lease commissions for the existing North Building are roughly 2.2% of total base rent.

Attachment: SBF Summary Review Memo (O-2022-62 : Ordinance Approving a Redevelopment Agreement for the Clove PUD)

While this is at the low end of the range identified by market data, this appears to be reasonable for lease renewals.

- **Developer Fee.** The Retail Component Budget includes a Development Fee paid to the Retail Developer of $1.6 million or 3.1% of TDC net of residential land disposition, SB Friedman finds the Developer Fee assumption to be reasonable and within the range benchmarked against comparable projects.

- **Contingency.** The Retail Developer's pro forma includes $1.5 million in contingency, which is 3% of TDC net of residential land disposition. SB Friedman finds this assumption to be reasonable.

PROJECT FINANCING

The Retail Developer provided the anticipated sources of funds for the Retail Component within the pro forma. Key financing assumptions are described below.

- **Residential Land Disposition Proceeds.** The Retail Developer has entered into a Purchase and Sale Agreement with the Residential Developer, dated December 2021, for the sale of the Residential Parcel for $6.35 million. Proceeds from the disposition of the Residential Parcel are included as a financing source for the Retail Component of the Project.
- **Note Sale Proceeds**. The Retail Developer is anticipating monetizing a portion of the Village financial assistance at closing by selling a note.

Private Financing (Retail Developer Debt and Equity). The Retail Developer plans to finance the remainder of the total Retail Component Costs with a combination of construction loan financing and cash equity. SB Friedman recognizes that at this stage financing terms are preliminary.

The Retail Developer anticipates refinancing the construction loan to a permanent loan at the beginning of Year 3 once the Retail Component is stabilized, however, permanent financing terms were necessarily preliminary and thus were not a factor in our analysis.

OPERATING ASSUMPTIONS

SB Friedman analyzed cash flow assumptions in the Retail Developer's pro forma against industry benchmarks. Key assumptions from the Retail Developer's pro forma are outlined below:

- **Rents.** Key rent assumptions include:

    - **Retail Grocery Anchor.** A confidential national grocery anchor has entered into a Lease Agreement to lease 43,000 square feet of retail space from the Retail Developer. Rent assumptions in the pro forma align with the executed lease agreement.
    - **Freestanding Restaurant.** The Retail Developer has executed a lease with a freestanding fast casual restaurant tenant. Assumptions in the pro forma align with the executed lease agreement.
    - **Retail Outlots.** The Retail Developer assumes rent of $42 per square foot (triple net (NNN)) for the 10,377 square feet of outlot retail. The Retail Developer's rent per square foot assumption appears slightly higher in comparison to similar recent outlot retail lease transactions in the larger market area per CoStar which have been closer to $35 per square foot (NNN) but is reasonable overall.

Attachment: SBF Summary Review Memo (O-2022-62 : Ordinance Approving a Redevelopment Agreement for the Clove PUD)

Attachment: SBF Summary Review Memo (O-2022-62 : Ordinance Approving a Redevelopment Agreement for the Clove PUD)

- **Existing Retailers Relocated to North Building.** The Retail Developer's pro forma includes a rent roll for the existing tenants of the North Building, which verify rent assumptions averaging approximately $16 per square foot, reflecting rents per square foot ranging from $10 for second-floor office space to approximately $30 per square foot for rehabbed ground floor retail space. These rent assumptions appear reasonable based on comparable properties in CoStar.

- **Rent Escalation.** The Retail Developer's pro forma assumes rent escalation of 10% every 5 years. SB Friedman verified this assumption against executed leases for the Quick Service Restaurant, Freestanding Restaurant, and Grocery Anchor. Leases reviewed by SB Friedman for existing tenants in the North Building include escalations of 2-3% per annum. For modelling purposes, the Retail Developer's assumptions are consistent with these leases.

- **Vacancy Rate.** The Retail Developer's pro forma assumes a 5% vacancy factor for the existing North Building retail component of the Project, which a reasonable assumption for a mature multi-story retail building in this location.

- **Expenses.** Recoverable expenses include insurance, common area maintenance fee, and a portion of property taxes which are to be reimbursed pro-rata by the tenants starting in Year 3, with an escalation of 2% annually.

- **Terminal Cap Rate and Cost of Sale.** SB Friedman modelled a reversion calculation for Year 10 utilizing a blended 6.76% terminal cap rate provided by the Retail Developer based on anticipated terminal cap rates for the various components of the Project. SB Friedman verified the Retail Developer's anticipated terminal cap rates against industry benchmarks and find them to be reasonable. In addition, SB Friedman included a 3% cost of sale, based on the assumed terminal value of the Project.

TIF and Sales Tax Revenue Projections

For the purposes of sizing the capacity of the Village to provide financial assistance, SB Friedman prepared independent projections of incremental property and sales taxes using a comparables-based approach.

Our projections indicate that the taxes requested by the Developer should be sufficient to pay off the Requested Village Assistance. Because the Village is not providing any credit enhancement as a part of the assistance, should the revenues not materialize as projected, any shortfalls will be a concern of the Developer, not the Village.

Requested Village Assistance

The Developers have indicated a need for financial assistance. The Project's need for assistance appears to be driven by substantial acquisition costs above typical land values, high construction costs exacerbated by high inflation, labor shortages and site inefficiencies. By purchasing the entire Site and acting as a land developer to support the Residential and Mixed-use Component, the Retail Developer is helping to subsidize those land costs by carrying extraordinary land costs, particularly related to the South Tract where only a portion would otherwise be needed to support the outlot and grocery development. Therefore, the Retail Developer is requesting the following Requested Village Assistance:

- **Requested Village Assistance**. The Developers are requesting a total of $22.75 million in Village Assistance (present value in 2022 dollars). The Retail Developer anticipates monetizing pledged TIF and sales tax sharing revenue up front to help finance the Retail Project. This net proceeds from a sale of the note, are estimated at approximately $15.5 million after issuance costs and capitalized interest. Net proceeds will be used to

reimburse the Developer's eligible redevelopment project costs, as defined by the TIF Act ("TIF Eligible Costs"),agreed to in the redevelopment agreement and documented by the Retail Developer prior to the Village making any payments. The remaining Village Assistance, not to exceed a total of $22.75 million in net proceeds, is anticipated to be provided to the Retail Developer in the form of one or more PAYG note(s) to be serviced with incremental sales and property taxes generated from the Project on a pay-as-you-go basis.

Projected Financial Returns

SB Friedman prepared independent projections of Project financial returns. Returns are evaluated with and without requested public assistance and are compared to market appropriate, risk adjusted rates of return to evaluate the Project's need for assistance. SB Friedman analyzed the Project's need for financial assistance from the Village under the following two scenarios:

1. **No Village Assistance.** This scenario assumes the Project will not receive any assistance from the Village.

2. **With Full Requested Village Assistance.** This scenario assumes the Project receives the full Requested Village Assistance.

Due to the uncertainty of Project financing terms, SB Friedman utilized an Unleveraged Internal Rate of Return ("Unleveraged IRR") metric to evaluate the returns of the Retail Component, rather than utilizing a leveraged return metric which would reflect returns to an individual investor. Unleveraged IRR is the rate of return or discount rate for a Project, accounting for initial expenditures to construct a project (total project costs) and ongoing cash inflows (annual net operating income [NOI] before debt service), as well as a hypothetical sale of a project at the end of the analysis period. Benchmark return ranges are based on industry sources, information obtained from active developers and equity providers, and SB Friedman's past experience.

As presented in **Figure 3**, SB Friedman estimates that the Project would generate an Unleveraged IRR 2.2% with no Village financial assistance and 9.7% with the Requested Village Assistance. SB Friedman reviewed retail market data which indicates an Unleveraged IRR of 9.7% falls within industry benchmarks from PricewaterhouseCoopers and Real Estate Research Corporation.

Figure 3. Projected Financial Returns

Returns Metric	No Assistance	Requested Village Assistance
Unleveraged IRR	2.2%	9.7%
Present Value of Assistance (2022 $s)	$0	$22,750,000

Source: Kensington, SB Friedman

Conclusions and Recommendations

The Project, as presented and described above, appears to require the full $22.75 million (2022 dollars) of Requested Village Assistance to achieve market-acceptable rates of return, and to therefore be financially feasible. As presented in **Figure 3**, the Project achieves returns in line with industry benchmarks and return thresholds indicated by the Retail Developer.

Attachment: SBF Summary Review Memo (O-2022-62 : Ordinance Approving a Redevelopment Agreement for the Clove PUD)

The Project's need for assistance appears to be driven by substantial acquisition costs above typical land values, high construction costs exacerbated by high inflation, labor shortages and site inefficiencies. SB Friedman therefore finds that the Requested Village Assistance appears necessary for the Project to achieve risk-adjusted, market-appropriate rates of return.

Attachment: SBF Summary Review Memo (O-2022-62 : Ordinance Approving a Redevelopment Agreement for the Clove PUD)

Appendix

LIMITATIONS OF OUR ENGAGEMENT

Our report is based on estimates, assumptions and other information developed from research of the market, knowledge of the industry, and meetings/teleconferences with the Village of Buffalo Grove, Illinois, the Developer, and legal counsel during which we obtained certain information. The sources of information and bases of the estimates and assumptions are stated in the report. Some assumptions inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during the period covered by our analysis will necessarily vary from those described in our report, and the variations may be material.

The terms of this engagement are such that we have no obligation to revise analyses or the report to reflect events or conditions that occur subsequent to the date of the report. These events or conditions include, without limitation, economic growth trends, governmental actions, changes in state statute, additional competitive developments, interest rates, and other market factors. However, we will be available to discuss the necessity for revision in view of changes in the economic or market factors affecting the proposed project.

Our report is intended solely for your information, for purposes of reviewing a request for financial assistance, and is not a recommendation to issue bonds or other securities. The report should not be relied upon by any other person, firm or corporation, or for any other purposes. Neither the report nor its contents, nor any reference to our Firm, may be included or quoted in any offering circular or registration statement, appraisal, sales brochure, prospectus, loan, or other agreement or document intended for use in obtaining funds from individual investors without our prior written consent.

We acknowledge that upon submission to the Village of Buffalo Grove, the report may become a public document. Nothing in these limitations is intended to block the disclosure of the documents for public information purposes.

Attachment: SBF Summary Review Memo (O-2022-62 : Ordinance Approving a Redevelopment Agreement for the Clove PUD)

Ordinance No. 2022 -

An Ordinance Approving a Redevelopment Agreement between the Village of Buffalo Grove and IMKD 5 LLC and BGA Residential LLC for the Property located at 100-228 N McHenry Road (excluding 150 N McHenry), and 270-314 N McHenry Road, Buffalo Grove, IL 60089

WHEREAS, the Village of Buffalo Grove is a Home Rule Unit by virtue of the Illinois Constitution of 1970; and,

WHEREAS, the Village is a home rule unit of government in accordance with Article VII, Section 6, of the Constitution of the State of Illinois, 1970; and

WHEREAS, the Village has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety and welfare of the Village and its inhabitants, to prevent the presence of blight, to encourage private development in order to enhance the local tax base, to increase additional tax revenues realized by the Village, foster increased economic activity within the Village, to increase employment opportunities within the Village, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purpose, and otherwise be in the best interests of the Village; and

WHEREAS, the Village has the power and authority to enter into the Redevelopment Agreement (the "Agreement"), attached as Exhibit A, pursuant to, but not by way of limitation, the home rule powers of the Village under Section 6, Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, the Village is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended (the "TIF Act"), to finance redevelopment in accordance with the conditions and requirements set forth in the TIF Act; and

WHEREAS, 100-228 N McHenry Road (excluding 150 N McHenry), and 270-314 N McHenry Road (hereinafter referred to as the "Property") is currently improved as a 22 acre commercial shopping center and was approved as a Planned Development in 1986 and is located in The 2020

Attachment: Ordinance (O-2022-62 : Ordinance Approving a Redevelopment Agreement for the Clove PUD)

Buffalo Grove Lake Cook Road TIF District Redevelopment Project Area; and,

WHEREAS, the Village, on July 20, 2020, adopted an Inducement Resolution (the "Inducement Resolution") relating to the proposed development of the Property; and

WHEREAS, the Village, on November 1, 2021, entered into a non-binding Memorandum of Understanding with an affiliate of Retail Developer ("Memorandum of Understanding"), in which the Village agreed to enter into an agreement for the development of the Property in the event that the Property qualified for a Tax Increment Finance district; and

WHEREAS, as part of the eligibility study of the development of the Property, the Village found that the TIF District, which includes the Property, suffers from the following factors: lack of growth in EAV, obsolete platting, deterioration, excessive vacancy, presence of structures below minimum code standards, inadequate utilities and lack of community planning; and

WHEREAS, IMKD 5 LLC and BGA Residential LLC (hereinafter referred to as "Petitioner" or "Developer"), have entered into a contract to purchase and redevelop the existing Property. The development will include a 7-story, approximately 297-unit residential building and parking deck with approximately 18,000 square feet of commercial space on the ground floor, a new 43,000 square foot grocery store, multiple retail/restaurant outlets, façade improvements to the existing center north of Old Checker Road and a public park (collectively, the "Project"); and,

WHEREAS, it is necessary for the successful completion of the Project that the Village enter into this Agreement with Developer to provide for the development of the Property, thereby implementing the Redevelopment Plan; and

WHEREAS, Developer has been and continues to be unwilling to undertake the development of the Property but for certain TIF and other incentives from the Village, which the Village is willing to provide under the terms and conditions contained in the Agreement; and

Attachment: Ordinance (O-2022-62 : Ordinance Approving a Redevelopment Agreement for the Clove PUD)

WHEREAS, the Village has determined that it is desirable and in the Village's best interests to assist Developer in the manner set forth in this Agreement; and

NOW THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS:

Section 1. The foregoing Whereas clauses are hereby incorporated herein.

Section 2. The Village President and Village Clerk are hereby authorized to execute the Redevelopment Agreement a copy of which is attached hereto as Exhibit "A" and any necessary exhibits and documents in furtherance thereof, subject to the final review and approval of the Village Attorney. Village staff is also authorized to implement the terms of the Agreement, subject to the final review and approval of the Village Attorney.

Section 3. This Ordinance shall be in full force and effect from and after its passage, approval and publication. This Ordinance may be published in pamphlet form. This Ordinance shall not be codified.

AYES: _____

NAYS: _____

ABSENT: _____

PASSED: _____

APPROVED: _____

ATTEST: APPROVED:

_____ _____

Village Clerk Beverly Sussman Village President

EXHIBIT A

Redevelopment Agreement

Attachment: Ordinance (O-2022-62 : Ordinance Approving a Redevelopment Agreement for the Clove PUD)

June 15, 2022

Attachment: RDA- Final Draft 6.15.22 (O-2022-62 : Ordinance Approving a Redevelopment Agreement for the Clove PUD)

REDEVELOPMENT AGREEMENT

DATED _____, 2022

AMONG

VILLAGE OF BUFFALO GROVE, ILLINOIS,

IMKD 5 LLC

AND

BGA RESIDENTIAL, LLC

BUFFALO GROVE TOWN CENTER

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EXHIBITS

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Exhibit C	Funding Certification
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REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT (this "***Agreement***"), is made and entered into as of the ___ day of _____, 2022 (the "***Effective Date***") by and among the **VILLAGE OF BUFFALO GROVE, ILLINOIS,** an Illinois municipal home rule corporation, located in Cook and Lake County, Illinois (the "***Village***"), **IMKD 5 LLC,** a Delaware limited liability company ("***Retail Developer***"), and **BGA RESIDENTIAL, LLC,** a Delaware limited liability company ("***Residential Developer***") (collectively, the "***Parties***" and each a "***Party***").

RECITALS

WHEREAS, the Village is a home rule unit of government in accordance with Article VII, Section 6, of the Constitution of the State of Illinois, 1970; and

WHEREAS, the Village has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety and welfare of the Village and its inhabitants, to prevent the presence of blight, to encourage private development in order to enhance the local tax base, to increase additional tax revenues realized by the Village, foster increased economic activity within the Village, to increase employment opportunities within the Village, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purpose, and otherwise be in the best interests of the Village; and

WHEREAS, the Village has the power and authority to enter into the Agreement pursuant to, but not by way of limitation, the home rule powers of the Village under Section 6, Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, the Village is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended (the "***TIF Act***"), to finance redevelopment in accordance with the conditions and requirements set forth in the TIF Act; and

WHEREAS, the Village, on July 20, 2020, adopted an Inducement Resolution (the "***Inducement Resolution***") relating to the proposed development of the approximately 19-acre parcel of land located at the northwest corner of Lake Cook and McHenry Road in the Lake County portion of the Village, and legally described on **Exhibit A** to this Agreement (the "***Property***"); and

WHEREAS, the Village, on November 1, 2021, entered into a non-binding Memorandum of Understanding with an affiliate of Retail Developer ("***Memorandum of Understanding***"), in which the Village agreed to enter into an agreement for the development of the Property in the event that the Property qualified for a Tax Increment Finance district; and

WHEREAS, pursuant to the TIF Act and all other Illinois statutory requirements, the Village took all steps required by the TIF Act to create a TIF district for the Property including but not limited to authorizing the preparation of and approving an eligibility study and report entitled "The 2020 Buffalo Grove Lake Cook Road TIF District Redevelopment Project Area" dated March 5, 2020 (the "***Redevelopment Plan***") which includes the Property, issuing all required legal notices and newspaper publications, holding a Joint Review Board meeting on May 21, 2020 and a public hearing by the Corporate Authorities on June 22, 2020, that was continued from time to

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time to July 20, 2020, adopting the required ordinances as set forth below, and thereby creating The 2020 Buffalo Grove Lake Cook Road TIF District (the "***TIF District***"), all pursuant to Illinois statutory requirements; and

WHEREAS, as part of the eligibility study of the development of the Property, the Village found that the TIF District, which includes the Property, suffers from the following factors: lack of growth in EAV, obsolete platting, deterioration, excessive vacancy, presence of structures below minimum code standards, inadequate utilities and lack of community planning; and

WHEREAS, to stimulate and induce development of the Property and other properties in the TIF District pursuant to the TIF Act, the Village, on July 20, 2020, adopted the following ordinances (collectively, the "***TIF Ordinances***"), after giving all notices required and after conducting the public hearings required by applicable law including the TIF Act:

1. Ordinance No. 2020-56, approving the Redevelopment Plan; and

2. Ordinance No. 2020-57, designating the Redevelopment Project Area; and

3. Ordinance No. 2020-58, adopting Tax Increment Financing for the Redevelopment Project Area; and

WHEREAS, Retail Developer and Residential Developer have represented to Village that Retail Developer, Residential Developer, and their principals, are skilled in the development and operation of commercial and residential developments, respectively, and are able to provide the Project (as defined in Article Two) with the necessary skill, knowledge and expertise as well as input from other experts and consultants in the construction and operation of such a Project; and

WHEREAS, Retail Developer has entered into a Purchase and Sale Agreement with the current owner of the Property to purchase the Property; and

WHEREAS, Retail Developer desires to develop the Retail Parcel (as defined in Article Two) and to sell the Residential Parcel (as defined in Article Two) to Residential Developer; and

WHEREAS, Residential Developer desires to buy the Residential Parcel from Retail Developer, and to develop the Residential Parcel; and

WHEREAS, in February 2022, Retail Developer, on behalf of itself and Residential Developer, filed an application for an amendment to an existing planned unit development and other related relief to develop the Project on the Property; and

WHEREAS, it is necessary for the successful completion of the Project that the Village enter into this Agreement with Retail Developer and Residential Developer to provide for the development of the Property, thereby implementing the Redevelopment Plan; and

WHEREAS, Retail Developer has been and continues to be unwilling to undertake the development of the Property but for certain TIF and other incentives from the Village, which the Village is willing to provide under the terms and conditions contained herein; and

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WHEREAS, the Village has determined that it is desirable and in the Village's best interests to assist Retail Developer in the manner set forth in this Agreement; and

WHEREAS, this Agreement has been submitted to the appropriate authority of each respective Party for consideration and review prior to the approval and execution of this Agreement by each respective Party, and any and all actions precedent to the execution of this Agreement have been undertaken and performed in the manner required by law; and

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

ARTICLE ONE
INCORPORATION OF RECITALS

The findings, representations and agreements set forth in the above Recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though fully set out in this Article One, and constitute findings, representations and agreements of the Village, Residential Developer, and Retail Developer according to the tenor and import of the statements in such Recitals.

ARTICLE TWO
DEFINITIONS

For the purposes of this Agreement, capitalized words and terms used in this Agreement shall have the meaning provided in this Article Two, and from place to place in this Agreement, including in the above Recitals.

"***2020 Lake Cook Road TIF District Allocation Fund***" means the special fund for the Redevelopment Project Area created by the Corporate Authorities pursuant to the TIF Act and into which the Incremental Property Taxes will be deposited as provided for in this Agreement.

"***Bond Counsel***" means Chapman and Cutler LLP or as otherwise approved by the Village.

"***Business Day***" means a Day other than a weekend Day and other than a holiday observed officially in the State of Illinois.

"***Certificate of Substantial Completion***" means the certificate, in the form of **Exhibit B** to this Agreement, that is required to be issued by the Village Manager upon each of (a) "Substantial Completion-Retail" as provided in this Agreement and (b) "Substantial Completion- Residential," as provided in this Agreement.

"***Corporate Authorities***" means the President and Village Board of Trustees of the Village of Buffalo Grove, Illinois.

"***Day***" means a calendar day.

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"Depository Agreement" means that certain Depository Agreement among the Village, Depository Bank and Retail Developer.

"Depository Bank" means a financial institution with trust powers chosen by the Retail Developer with the consent of the Village, which consent shall not be unreasonably withheld, to hold and distribute funds as provided in the Depository Agreement, including the capitalized interest and the debt service reserve related to the First Lien Note and if applicable the Second Lien Note.

"***Developers***" means both Retail Developer and Residential Developer.

"***Effective Date***" means the date first appearing above.

"***Final Engineering Plans***" means the engineering plans for the Project to be approved by the Village Engineer, which include, but is not limited to, final engineering plans for the Retail Project, prepared by _____, dated _____, project no. _____, and final engineering plans for the Residential Project prepared by _____, dated _____, project no. _____ and as included in the final Special Use Planned Development Ordinance.

"***Final PUD Plan***" means, collectively, the final plans for the Planned Unit Development approved or to be approved by the Village. The Final PUD Plan includes (1) all plans, specifications, and cut sheets that are set forth and identified on **Exhibit B** to the ____ PUD Special Use Ordinance and (2) upon its completion and approval pursuant to this Agreement, the Final Engineering Plans.

"***Final Subdivision Plat***" means the Final Plat _____ Subdivision, with the latest revision dated _____, 2022, consisting of _____ pages, prepared by _____, depicting a _____-lot subdivision of the Property, which was approved by the Corporate Authorities as part of the ____ PUD Special Use Ordinance, and to be recorded in the office of the Lake County Recorder.

"***Funding Certification***" means the certification in the form of **Exhibit C** to this Agreement, to be delivered by Retail Developer upon satisfaction of each of the Funding Conditions.

"***Funding Conditions***" means the specific conditions set forth in Article Six of this Agreement that must be satisfied before the Village is required to issue the Promissory Notes.

"***Guaranty Date***" means the date that is four years after the date on which the initial Village Funds are deposited with the Depository Bank, before which the Retail Construction Obligation and the Residential Construction Obligation must be satisfied as provided in Article Eight of this Agreement.

"***Incremental Property Taxes***" means the ad valorem taxes, if any, arising from the taxes levied upon the Property, which taxes are attributable to the increases in the then current equalized assessed value of each taxable lot, block, tract, or parcel in the Property over and above the total initial equalized assessed value of each such lot, block, tract, or parcel of real property, all as

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determined by the County Clerk of Lake County, Illinois, pursuant to and in accordance with the TIF Act, the TIF Ordinances and this Agreement.

"***Inflationary Incremental Property Taxes***" means the annual projected incremental ad valorem taxes on property within the TIF District, as and to the extent listed on **Exhibit Q** attached hereto, excluding therefrom the Property and certain other parcels identified on **Exhibit M** attached hereto and made a part hereof (the "***Excluded Parcels***") .

"***Internal Revenue Code***" means the Internal Revenue Code of 1986, as amended and in effect on the Effective Date.

"***On-Site improvements***" means all of those certain improvements to be constructed on the Property as part of the Project as shown on the Site Plan. On-Site Improvements include, without limitation, the buildings, internal roadways, sidewalks, sanitary sewer lines, water lines, storm sewer lines, utility (including electricity, phone, and gas), surface parking lots, and landscaping that are part of the Retail Project and the Residential Project.

"***Open Space Parcel***" means that portion of the Property consisting of approximately 0.85 acres and depicted as Lot 5 on the Final Subdivision Plat.

"***Party***" or "***Parties***" means the Village, Retail Developer, and Residential Developer, as the context requires.

"***Person***" means any individual, corporation, partnership, limited liability company, joint venture, association, trust, or government or any agency or political subdivision thereof, or any agency or entity created or existing under the compact clause of the United States Constitution.

"***Planned Unit Development***" or "***PUD***" means the special use, to allow development of the Retail Project and the Residential Project on the Property, pursuant to Section 17.28.050 and Section 17.44.060 of the Buffalo Grove Zoning Ordinance, granted by the Corporate Authorities, as the PUD may be amended from time to time.

"***Private Placement Purchaser***" means a Qualified Investment Buyer as defined under Rule 144A of the 1933 Securities Act purchasing Promissory Notes in a private placement transaction.

"***Prohibited Uses***" means those uses not specifically identified as either a permitted or special use in the B5 Town Center Planned District, except as may be modified by the PUD, as may be amended from time to time.

"***Project***" means the development and construction of the Retail Project, Open Space Parcel and the Residential Project.

"***Promissory Notes***" means, collectively, the First Lien Note, Second Lien Note (if any) and the Third Lien Note.

"***Redevelopment Project Area***" means the area designated by the Corporate Authorities in the TIF Ordinances.

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"***Redevelopment Project Costs***" means all qualifying costs that are authorized and defined by section 74.4-3 (q) of the TIF Act.

"***Residential Completion Guaranty***" means the guaranty in substantially the form of **Exhibit E** to this Agreement to be executed by the Residential Developer (the "***Residential Guarantor***"), and as further described in Article Nine of this Agreement.

"***Residential Construction Obligation***" means the construction required by this Agreement to achieve Substantial Completion-Residential.

"***Residential Lender***" means the financial institution selected by Residential Developer to provide the acquisition and construction financing necessary for the completion of the Residential Project, which financial institution shall be (1) insured by the Federal Depository Insurance Corporation, (2) chartered in the State of Illinois, or have a registered agent in the State of Illinois, and (3) have adequate capital, assets, earnings and liquidity to ensure the financial soundness of the institution. Specifically, "Residential Lender" shall also include a commercial bank or trust company, savings bank, savings and loan association, a CMBS or other securitized loan provider, licensed insurance company but only *if* such Lenders are qualified to do business in the State of Illinois, have assets of not less than $100,000,000 and have experience in making construction loans comparable to that required for the Residential Project.

"***Residential Parcel***" means that portion of the Property that is approximately seven (7) acres in size and is depicted as Lot 7 on the Final Subdivision Plat.

"***Residential Private Building***" means the seven-story building that is contemplated to be constructed as part of the Residential Project on the Residential Parcel.

"***Residential Project***" means that portion of the Project to be developed by Residential Developer on the Residential Parcel that contemplates the construction of a 7-story 275-300 unit apartment building along with a 4-story free-standing, connected parking structure. The Residential Project will include approximately 15,400 - 16,200 square feet of ground floor retail space, of which approximately 3,000 - 5,500 square feet shall be designed to accommodate a full-service restaurant with a "black iron" ventilation system. The Residential Project shall also include the construction of those On-Site Improvements that are shown on the Site Plan as located on the Residential Parcel. The definition of the Residential Project will be deemed to be the Residential Project as authorized by the PUD and plans approved by the Village in connection with the issuance of permit. Residential Developer shall improve in a manner reasonably acceptable to the Village and donate the Open Space Parcel to the Village. The Village may, at its discretion, donate such parcel to the Buffalo Grove Park District as a park (the ***"Park"***). The Village acknowledges that the Park will be used by Retail Developer and Residential Developer and Village programming for activities subject to a future agreement. Such use shall be non-exclusive, and the rights to use the Park shall not exceed those rights of the general public. At a minimum, the Residential Developer shall grade, seed, and provide wet utility connections to the boundary of the Open Space Parcel.

"***Retail Grocery Anchor***" means a national credit grocery tenant within the Retail Project occupying space that is at least forty-three thousand (43,000) gross square feet.

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"***Retail Construction Obligation***" means the construction required by this Agreement to achieve Substantial Completion-Retail.

"***Retail Guaranty***" means the guaranty in the form of **Exhibit F** to this Agreement to be executed by and on behalf of Retail Developer, and as further described in Article Nine of this Agreement.

"***Retail Outlots***" means outlots within the Retail Project depicted as Lots 3, 4, 6 and 10 on the Final Subdivision Plat.

"***Retail Parcel***" means that portion of the Property that is approximately 14.32 acres in size and is depicted as Lots 1 through 4, lot 6, and Lots 8 through 11 on the Final Subdivision Plat.

"***Retail Private Buildings***" means the buildings that are contemplated to be constructed as part of the Retail Project on the Retail Parcel.

"***Retail Project***" means that portion of the Project to be developed by Retail Developer on the Retail Parcel that contemplates a retail development and outlot buildings of no less than approximately 90,000 square feet, including the existing 34,000 square foot retail center north of Old Checker Road, anchored by a Retail Grocery Anchor that is not less than 43,000 square feet, substantially as depicted on the Site Plan, as well as the construction of those On-Site Improvements that are shown on the Site Plan as located on the Retail Parcel and more specifically described as follows:

a. Minimum 43,000 square foot Retail Grocery Anchor, unless otherwise approved by the Village, with a minimum 15-year lease with no early termination provisions (other than typical Landlord/Tenant default termination provisions), which shall be developed on the Retail Parcel in accordance with the terms of this Agreement. Retail Developer shall use commercially reasonable efforts including but not limited to actively marketing the property for retail users, to ensure that the building, once constructed and open, remains occupied during the term of this Agreement.

b. Not less than approximately 2,500 square foot freestanding restaurant with or without drive-through, unless otherwise approved by the Village, which shall be developed on the Retail Parcel in accordance with the terms of this Agreement. Retail Developer shall use commercially reasonable efforts including but not limited to actively marketing the property for retail users, to ensure that the building, once constructed and open, remains occupied during the term of this Agreement.

c. A minimum of two (2) outlots north of the Open Space Parcel and south of Old Checker Road, with one outlot not less than 6,000 square feet and one outlot not less than 4,000 square feet. Each outlot building shall have either one (1) full service, restaurant or two (2) national credit fast casual restaurants, unless otherwise approved by the Village, plus retail which shall be developed on the Retail Parcel in accordance with the terms of this Agreement. Retail Developer shall use commercially reasonable efforts including but not limited to actively marketing the

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property for retail users, to ensure that the building, once constructed and open, remains occupied during the term of this Agreement.

d. Intentionally Omitted

e. The Retail Developer shall make façade, parking lot, signage and landscaping improvements for the existing approximately 34,000 square foot building located north of Old Checker Road in accordance with the plans attached as **Exhibit S.** In addition, the Retail Developer shall create an outlot, as depicted as Lot 10 on the Final Subdivision Plat, north of Old Checker Road, and construct a minimum 3,000 square foot building which shall be designed and built for a retail Sales Tax generating use, unless otherwise approved by the Village.

f. Village and Retail Developer acknowledge that the existing lots with PINS 15-33-304-212 and 15-33-304-117 (the ***"Existing Lots"***) will remain in place. Retail Developer shall attempt to acquire and redevelop those parcels as such parcels become available but the timing or failure to acquire and redevelop shall not affect any determination of Substantial Completion. The Village shall not share any portion of the Sales Tax generated from the Existing Lots as part of this Agreement.

"***Sales Tax***" means all of that portion or component of the Village's Home Rule Sales Tax of one percent (1%), Village's Retailer's Occupation Tax of one percent (1%) and the Village's Food and Beverage sales tax of one percent (1%) generated from Lots 2, 3, 4, 6, 7 and 10 of the Property as depicted on the Final Subdivision Plat, and excluding the Existing Lots with PINS 15-33-304-212 and 15-33-304-117.

"Shared Sales Tax" means fifty percent (50%) of the result of subtracting from Sales Tax the first $250,000 of Sales Tax per year.

"***Site Plan***" means the Site Plan for the Project prepared by PUD Special Use Ordinance and attached to this Agreement as **Exhibit G.**

"***State***" means the State of Illinois.

"***Substantial Completion - Residential'*** means substantial completion of those portions of the Residential Project set forth in, and as determined by the process described in, Section 8.1F of this Agreement.

"***Substantial Completion - Retail'*** means substantial completion of those portions of the Retail Project set forth in, and as determined by the process described in, Section 8.1F of this Agreement.

"***TIF Eligible Expenses***" means those expenses related to the Project incurred and paid after July 20, 2020, the date of the Inducement Resolution, that are listed on **Exhibit H** to this Agreement and that qualify as "redevelopment project costs" as defined in Section 74.4-3 (q) of the TIF Act, as restricted pursuant to this Agreement. Subject to the Retail Developer providing

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documentation satisfactory to the Village of such costs having been incurred and paid by the Developer.

"***TIF Funding Escrow***" means the escrow account to be created with Chicago Title Insurance Company by the Village and Retail Developer, in substantially the form attached to this Agreement as **Exhibit I**, into which the net proceeds of the First Lien Note sale are to be deposited pursuant to this Agreement, and out of which the cost of certain TIF Eligible Expenses are to be reimbursed to the Retail Developer, all as further provided in this Agreement.

"Trustee" means a financial institution with trust powers chosen by the Retail Developer to which the Retail Developer expects to assign the First Lien Notes.

*"**Trust Agreement**"* means an agreement between the Retail Developer and the Trustee pursuant to which the Retail Developer will assign the First Lien Notes to the Trustee."***Uncontrollable Circumstance***" means any event which:

a. is beyond the commercially reasonable control of, and without the fault of, the Party relying thereon; and

b. is one or more of the following events:

i. insurrection, riot, civil disturbance, strike, boycott or other labor action, sabotage, embargo, supply chain disruption, act of the public enemy, vandalism, explosion, nuclear incident, epidemic, governmental order, condemnation or taking, change in law, war or naval blockade;

ii. hurricane, tornado, landslide, earthquake, lightning, fire, windstorm, flooding, , other extraordinary weather conditions or other similar Act of God; or

iii. delay in the commencement of demolition of the existing improvements for the Retail Grocery Anchor and Residential Project on account of the holding over of any existing tenant or occupant.

Uncontrollable Circumstance shall not include: (1) the unavailability of money, economic hardship or impracticability of performance, (2) commercial or economic frustration of purpose, or (3) a failure of performance by a contractor (except as caused by events (b)(i) or (b)(ii) above which are Uncontrollable Circumstances as to the contractor).

"***Village Funds***" means, collectively, the funds the Village has agreed to pledge to support the Promissory Notes in Section 5.4 below.

"***Village Manager***" means the duly appointed Village Manager of the Village from time to time.

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ARTICLE THREE
DOCUMENT CONSTRUCTION

This Agreement, except where the context by clear implication shall otherwise require, shall be construed and applied as follows:

3.1 Vocabulary.

a. Definitions include both singular and plural.

b. Pronouns include both singular and plural and cover all genders.

c. The word "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation."

3.2 Section Headings. Headings of sections and subsections herein are solely for convenience of reference and do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

3.3 Exhibits. All exhibits attached to this Agreement shall be and are operative provisions of this Agreement and shall be and are incorporated by reference in the context of use where mentioned and referenced in this Agreement. In the event of a conflict between any exhibit and the terms of this Agreement, the exhibit shall control.

3.4 Certificates and Opinions. Any certificate, letter or opinion required to be given pursuant to this Agreement means a signed document attesting to or acknowledging the circumstances, representations, opinions of law or other matters therein stated or set forth. Reference herein to supplemental agreements, certificates, demands, requests, approvals, consents, notices and the like means that such shall be in writing whether or not a writing is specifically mentioned in the context of use.

3.5 Authority of the Village Manager. The Village Manager, unless applicable law requires action by the Corporate Authorities, shall have the power and authority to make or grant or do those things, certificates, requests, demands, notices and other actions described in this Agreement and the PUD for and on behalf of the Village and with the effect of binding the Village. Retail Developer and Residential Developer are entitled to rely on the full power and authority of the persons executing this Agreement on behalf of the Village as having been properly and legally given by the Village. As provided in this Agreement, the Village Manager shall not be personally liable under this Agreement, and shall not be subject to any personal liability or accountability by reason of or in connection with or arising out of his or her performance under this Agreement.

3.6 Retail Developer Authorized Representative. In connection with the foregoing and other actions to be taken under this Agreement, and unless applicable documents require action by Retail Developer in a different manner, Retail Developer hereby designates Chad Jones as its authorized representative, who shall individually have the power and authority to make or grant or do all things, supplemental agreements, certificates, requests, demands, approvals, consents, notices and other actions required or described in this Agreement for and on behalf of Retail Developer and with the effect of binding Retail Developer in that connection (such individual

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being an "***Authorized Retail Developer Representative***"). Retail Developer shall have the right to change its Authorized Retail Developer Representative by providing the Village with written notice of such change. As provided in this Agreement, the individual designated as the Authorized Retail Developer Representative shall not be personally liable under this Agreement, and shall not be subject to any personal liability or accountability by reason of or in connection with or arising out of his or her performance under this Agreement.

3.7 Residential Developer Authorized Representative. In connection with the foregoing and other actions to be taken under this Agreement, and unless applicable documents require action by Residential Developer in a different manner, Residential Developer hereby designates Jim Wells as its authorized representative, who shall individually have the power and authority to make or grant or do all things, supplemental agreements, certificates, requests, demands, approvals, consents, notices and other actions required or described in this Agreement for and on behalf of Residential Developer and with the effect of binding Residential Developer in that connection (such individual being an "***Authorized Residential Developer Representative***"). Residential Developer shall have the right to change its Authorized Residential Developer Representative by providing the Village with written notice of such change. As provided in this Agreement, the individual designated as the Authorized Residential Developer Representative shall not be personally liable under this Agreement, and shall not be subject to any personal liability or accountability by reason of or in connection with or arising out of his or her performance under this Agreement.

3.8 No Personal Liability of officials of the Village, Residential Developer, and Retail Developer. No covenant or agreement contained in. this Agreement shall be deemed to be the covenant or agreement of the Mayor, a Village Board of Trustee member, the Village Manager, or any official, officer, partner, member, director, agent, employee or attorney of either (a) the Village, (b) Residential Developer, or (c) Retail Developer, in his or her individual capacity. No official, officer, partner, member, director, agent, employee or attorney of either (a) the Village, (b) Residential Developer, or (c) Retail Developer shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of or in connection with or arising out of the execution, delivery and performance of this Agreement, or any failure in that connection.

ARTICLE FOUR
IMPLEMENTATION OF PROJECT

The Parties acknowledge and agree that notwithstanding anything in this Agreement to the contrary, this Agreement is subject to and conditioned upon the execution of this Agreement by and among the Village and the Developers. The Parties acknowledge and agree that neither the Retail Project nor the Residential Project can move forward or commence any construction, including earth work, and the Village shall not deposit the Village Funds, unless both the Retail Project and the Residential Project are approved by the Village as part of a single planned development. Furthermore, Retail Developer shall have delivered all required application materials for approval of the Planned Unit Development on or before the Effective Date.

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ARTICLE FIVE
VILLAGE COVENANTS AND AGREEMENTS

5.1 Village's Obligations. The Village shall have the specific obligations set forth in this Article Five in connection with the Project, as well as such other obligations as set forth elsewhere in this Agreement or as otherwise required by law.

5.2 Final Engineering Plans Approval and Building Permit Issuance.

A. Upon submittal by Developers of the Final Engineering Plans, the Village shall cause its Village Engineer to review such plans and cooperate and coordinate with the Lake County Public Works Department during such review, if needed. Provided that the Final Engineering Plans prepared and submitted to the Village by the Developers conform substantially to the Planned Unit Development Special Use Ordinance and Village Codes as varied or modified by the Planned Unit Development Special Use Ordinance and approved by the Village, the Village shall cause its Village Engineer to promptly, but in no event later than 45 days after the date of submission by the Developers, review and, if the Final Engineering Plans comply with Village Codes as the same have been varied or modified by the Final PUD Plan, approve the Final Engineering Plans. If the Village Engineer believes that the Final Engineering Plans do not conform substantially in the manner required in this Section, he shall promptly notify the Developers of any deficiency, and the Developers shall have the opportunity to resubmit the Final Engineering Plans. The Village Engineer shall then have the approval requirement set forth in this Section. The Parties acknowledge and agree that the Village Engineer's approval of sewer and water engineering requirements will occur after the review and approval thereof by the Lake County Public Works Department.

B. Upon submittal by Developers of the required application and information necessary for issuance of building permits for construction of the Project, the Village shall review submittals and issue the building permit in the manner required by applicable Village Code or ordinances on an expedited basis so long as said applications conform with Village Code, the Planned Unit Development, final PUD plan and Final Engineering Plans.

5.3 Issuance of the Promissory Notes.

A. Upon satisfaction of the Funding Conditions set forth in Section 6.2A of this Agreement, the Village shall issue to the Retail Developer a note in form and substance as attached hereto as **Exhibit J** (the "***First Lien Note***") and, if Retail Developer so elects, the Village shall issue to the Retail Developer a note in form and substance as attached hereto as **Exhibit K** (the ***"Second Lien Note"***). The Village acknowledges that the Retail Developer (a) intends to assign the First Lien Note to the Trustee pursuant to a Trust Agreement or sell the First Lien Note to a Private Placement Purchaser and (b) to sell the Second Lien Note to a Private Placement Purchaser. It is expressly understood that the sum of (i) the total combined Net Proceeds to Retail Developer (as hereinafter defined) from the sale of the First Lien Note and Second Lien Note (if any), plus (ii) the face amount of the Third Lien Note, shall not exceed $22,750,000.00 (the *"**Maximum Net Amount"***). The face amount of the First Lien Note and Second Lien Note (if any) shall each be determined at the time of sale of the First Lien Note and Second Lien Note (if any) as hereinafter provided for based on then current market conditions for obligations of such

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type and the projected pledged funds to secure such notes. The principal amounts and terms of the First Lien Note and Second Lien Note (if any), including a capitalized interest reserve for both such notes and a debt service reserve fund for the First Lien Note, shall be structured in accordance with market conditions to provide the maximum Net Proceeds to Retail Developer. The term "Net Proceeds to Retail Developer" shall mean the aggregate proceeds of the First Lien Note and Second Lien Note (if any) deposited in the TIF Funding Escrow, after funding (1) the capitalized interest reserves for such notes, (2) all costs of sale and (3) Bond Counsel fees. The First Lien Note and the Second Lien Note (if any) shall each bear interest at a rate of interest for similar notes determined by the market at the time of sale and have a maturity determined by market conditions at the time of sale but in no event later than December 31, 2044. The capitalized interest fund and the debt service reserve fund for the First Lien Note shall be held by the Depository Bank and applied as provided in the Depository Agreement. The capitalized interest fund for the Second Lien Note will be held by the Depository Bank and applied as set forth in the Second Lien Note. Upon maturity of the First Lien Note, the debt service reserve fund, if any then remaining and not paid to the holder of the First Lien Note in satisfaction of payments due thereunder, shall be paid, first, to the holder of the Second Lien Note (if any) to the extent of any scheduled payments of principal and interest then due thereunder, the balance then remaining, if any, to the Village. Any Village Funds received prior to July 1, 2025 shall be used (i) first to increase the amount on hand in the debt service reserve fund held by the Depository under the Depository Agreement to the amount of the debt service reserve requirement set forth in the Note Ordinance, (ii) second to pay the principal of and interest on the First Lien Note and the Second Lien Note then due, as applicable, and (iii) third, to be deposited into a separate fund of the Village with the Special Tax Allocation Fund to be held by the Village until the issuance of the Third Lien Note, the amount so held being referred to herein as the "Excess Amount." Upon the issuance of the Third Lien Note, the Excess Amount will be paid to the Retail Developer and will reduce the principal amount of the Third Lien Note to be issued

B. Upon satisfaction of the Funding Conditions, issuance of the First Lien Note, a temporary or final certificate of occupancy for not less than 51,000 square feet of new construction located on the Retail Parcel and the substantial completion of improvements to the existing center on Lots 9 & 10 in the Final Subdivision Plat as depicted on **Exhibit S**, the Village shall issue and deliver to Retail Developer a subordinate developer promissory note in form and substance as attached hereto as Exhibit O (the "***Third Lien Note***") in a face amount equal to the Maximum Net Amount less the amount of Net Proceeds to Retail Developer actually derived by the Retail Developer from the issuance of the First Lien Note and the Second Lien Note less the Excess Amount. The interest rate borne by the Third Lien Note shall be determined as set forth in Section 5.3(D). If any portion of the Third Lien Note is issued on a taxable basis, then such taxable portion of the Third Lien Note will be subordinate to the Tax-Exempt portion of the Third Lien Note with respect to payment from the Village Funds. The Third Lien Note may be assigned or pledged as collateral to a third-party lender providing financing for the Retail Project, subject to the approval of the Village Manager. It may also be assigned to one or more Affiliates of Retail Developer. If the Third Lien Note is issued as a tax-exempt obligation and is assigned or pledged as collateral to a third party lender or an Affiliate, the Retail Developer agrees it will not pledge additional revenues or provide additional security for repayment of the Third Lien Note beyond what is provided for in the RDA, and will not provide a letter of credit or additional credit enhancement or a personal guaranty on the Third Lien Note. Retail Developer acknowledges that it shall not be required to comply with the above covenant in the event that it receives an opinion

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of Bond Counsel that such additional support or security on the Third Lien Note will not adversely affect the exclusion of the interest from the gross income of the holders thereof for federal income tax purposes.

C. If the requirements under the Internal Revenue Code of 1986 (the "Code") and the regulations promulgated thereunder, for exclusion of the interest on First Lien Note, Second Lien Note (if any) and Third Lien Note from the gross income of the holders thereof for federal income tax purposes are met, the Village will endeavor, in good faith, to issue the First Lien Note, Second Lien Note (if any) and the Third Lien Note as tax-exempt obligations, subject to the approval and opinion of Bond Counsel.

D. Subject to C, above, at the times of issuance of each of the Promissory Notes, the Village shall endeavor to supply to Retail Developer an opinion of Bond Counsel that (i) the interest on such Note is not includible in the gross income of the registered owner thereof under the Code for federal income tax purposes, and not included as an item of tax preference in computing the alternative minimum tax for individuals under the Internal Revenue Code, subject to customary qualification and exceptions and (ii) the Promissory Notes are valid and legally binding and enforceable obligations of the Village payable from the pledge of Village Funds as set forth in this agreement, subject to customary qualifications and exceptions (together, the ***"Opinions"***). If the Village is unable to issue either the First Lien Note or the Second Lien Note on a tax-exempt basis or if either of the Opinions is not supplied with respect to the First Lien Note or the Second Lien Note, then this Agreement shall be terminable at the election of Retail Developer by notice to the Village, and upon such termination, anything herein to the contrary notwithstanding, no Party shall have any obligation under this Agreement to one another. If the Village is able to issue the Third Lien Note on a tax-exempt basis, the interest rate borne by the Third Lien Note shall be 6.75%. If the Village is unable to issue the Third Lien Note on a tax-exempt basis in full or in part, then only the taxable portion of the Third Lien Note shall be issued on a taxable basis, with an interest rate equal to the greater of (1) 150% of the interest rate on the portion of the Third Lien Note issued on a tax exempt basis or (2) 600 basis points above the 20 year U.S. treasury security as set forth on the Daily Treasury Par Yield Curve Rates on the treasury.gov website, but in no event to exceed twelve percent per annum (12%) and part (i) of the Opinions pertaining to the Third Lien Note shall not be required.

E. The Village, the Retail Developer and the Residential Developer shall take all actions reasonably required by Bond Counsel so that Bond Counsel may issue its Opinions referenced above, provided that the Village shall not be required to pledge any other revenues to the Promissory Notes other than as described herein and shall not be required to contribute any funds for Redevelopment Project Costs except as expressly set forth in this Agreement.

F. No Party shall take any action that would jeopardize the tax-exempt status of the Promissory Notes, and the Developers shall provide all information requested by Bond Counsel, and shall enter into customary agreements requested by such Bond Counsel, to allow Bond Counsel to issue the Opinions.

G. The Village shall take all actions within its power to cause interest paid on the Promissory Notes to be excludable from gross income of the holders thereof for federal income tax purposes and not included as an item of tax preference in computing the alternative minimum

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tax for individuals under the Internal Revenue Code, including, without limitation, the filing of IRS Form 8038-G upon issuance of each of the Promissory Notes, provided however, that the Village shall not be required to pledge any other revenues to the Promissory Notes other than as described herein, shall not be required to contribute any funds for Redevelopment Project Costs except as expressly set forth herein and the Village shall not be limited in the manner it finances any other facilities.

H. It is understood by the Parties that each of the First Lien Note and the Second Lien Note (if any) is to be sold or assigned by Retail Developer to a Qualified Investment Buyer as defined under Rule 144A of the 1933 Securities Act. The proceeds of the sale of the First Lien Note, net of Bond Counsel fees, costs of sale, and a capitalized interest fund which are to be held and applied by the Depository Bank, shall be paid into the TIF Funding Escrow, invested at the direction of Village within the framework allowed by the Escrow Agent, and applied from time to time as herein provided. The First Lien Note debt service reserve fund, as and when funded, and the capitalized interest fund shall be invested and applied as provided in the Depository Agreement. The proceeds of the sale of the Second Lien Note, if any, net of Bond Counsel fees, costs of sale and a capitalized interest fund which is to be held and applied by the Village or Depository Bank as the Village shall determine, shall be paid into the TIF Funding Escrow, invested at the direction of Village within the framework allowed by law and applied from time to time as herein provided. The Second Lien Note capitalized interest fund shall be invested and applied as allowed by law.

I. The Village agrees not to prepay the First Lien Note or the Second Lien Note (if any) for a period of seven years after the date of issuance.

5.4 Village Funding.

A. The Village agrees to pledge the Incremental Property Taxes from the 2020 Buffalo Grove Lake Cook Road TIF District Allocation Fund and Sales Tax from Lots 2, 3, 4, 6, 7 and 10 of the Property as depicted on the Final Subdivision Plat, subject to conditions below, to support the repayment of the First Lien Note. The Village shall have no obligation to make any payments pursuant to this Agreement until such time that Incremental Property Taxes and Sales Taxes are available. Retail Developer acknowledges that the First Lien Note shall not be a general obligation of the Village and shall only be supported by the funds described in this Section 5.4.B, if available, during the term of the 2020 Buffalo Grove Lake Cook Road TIF District (up to and including tax year 2043, collection year 2044) or 20-years from the First Lien Note Issuance Date, whichever comes sooner.

B. The sources of funds for repayment of the First Lien Note shall be as follows and in order of priority:

1. The Village agrees to pledge 100% of the Incremental Property Taxes from the Project, less annual Village administrative fees of 5% as provided herein, to support the repayment of the First Lien Note during the term of the First Lien Note or 20-years from the date of issuance of the First Lien Note (the "***First Lien Note Issuance Date***"), whichever comes sooner.; and

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2. The Village agrees to pledge 100% of the incremental property taxes generated from the parcels comprising the Northwest Community Hospital development, including the future outlot, less annual Village administrative fees of 5% as provided herein, depicted and legally described on Exhibit "L" attached hereto and made a part hereof (the "***NCH Development***"), to support the repayment of the First Lien Note during the term of the First Lien Note or 20-years from the First Lien Note Issuance Date, whichever comes sooner; and

3. The Village agrees to pledge the Shared Sales Tax, to support the repayment of the First Lien Note during the term of the First Lien Note or 20-years from the First Lien Note Issuance Date, whichever comes sooner. and

4. The Village agrees to pledge the Inflationary Incremental Property Taxes to support repayment of the First Lien Note. The Village's obligations to support the First Lien Note with the Inflationary Incremental Property Taxes shall not exceed those per parcel annual projections outlined on **Exhibit Q** attached hereto and made a part hereof (the "***Annual Per Parcel Projections***") and shall exclude those parcels identified on **Exhibit M**.

5. In the event the sources of funds at any time exceed the required amount to support the annual payments of the First Lien Note at such time, they shall be applied to payments then due under the Second Lien Note (if any), and then if there is any excess remaining, to the Third Lien Note, including the Third Lien Note Reserve, and once the sources of funds exceed all such payments, the Village shall have the right but not the obligation to accelerate, from and after the seventh (7th) anniversary of the issuance of said note, the repayment of the First Lien Note and the Second Lien Note in accordance to the terms of the First Lien Note and Second Lien Note to offset future interest costs.

6. Retail and Residential Developer shall each provide a completion guaranty as and to the extent required by the purchaser(s) of the First Lien Note upon sale of the First Lien Note. Notwithstanding the foregoing, Residential Guarantors execution and delivery of the Residential Completion Guaranty shall satisfy Residential Developer's obligation pursuant to this Section 5.4(B)6.

7. In the event that during the term of the TIF District (ending tax year 2043, collection year 2044), either the First Lien Note, the Second Lien Note or the Third Lien Note are not paid in full, and the TIF Act then allows an extension of the TIF District, then, anything in this Agreement notwithstanding, the Village may, in their sole discretion, wish to extend the term of the TIF District, to the extent permitted by the TIF Act and subject to the approval of the State of Illinois Legislature. Should the Village extend the term of the TIF District, the Village may, in its sole discretion, extend its obligations under this Agreement. The Parties acknowledge that any extension would require an action of the State of Illinois Legislature and the Village's approval.

8. Payment to support the First Lien Note shall be subject to the requirements of 65 ILCS 5/11-74.4-3-q-7.5, and as such the payments to developer may be reduced according to this section.

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9. Upon sale of the First Lien Note and until the First Lien Note has been paid and satisfied in full, anything herein to the contrary notwithstanding, Village Funds sufficient to make each ensuing payment under the First Lien Note shall be deposited by the Village into a fund (the ***"Trustee Fund"***) to be held by the Depository Bank. Within the Trustee Fund, there shall be created separate accounts which will provide for payments under the First Lien Note, the Village's annual administrative fees, as provided above, and the fees of the Depository Bank. The Depository Bank shall pay and distribute the Trustee Fund as herein and in the Depository Agreement provided.

C. The Village agrees to pledge, subordinate to the pledge to support the First Lien Note, Village Funds, as only specified below, to support the repayment of the Second Lien Note during the term of the 2020 Buffalo Grove Lake Cook Road TIF District or for 20-years after issuance of the Second Lien Note, whichever comes sooner. Retail Developer acknowledges that the Second Lien Note shall not be a general obligation of the Village and shall only be supported by the funds described in this Section 5.4.C, if available, during the term of the 2020 Buffalo Grove Lake Cook Road TIF District (up to and including tax year 2043, collection year 2044) or 20-years from the Second Lien Note Issuance Date, whichever comes sooner. The Second Lien Note shall be payable from the following sources and in order of priority:

1. The Village agrees to pledge the Incremental Property Taxes from the Project in excess of the amount thereof applied at such time to support debt service on the First Lien Note, less annual Village administrative fees of 5% as provided herein if not previously deducted, to support payments due under the Second Lien Note during the term of the 2020 Buffalo Grove Lake Cook Road TIF District or 20-years, whichever comes sooner; and

2. The Village agrees to pledge incremental property taxes from the NCH Development not required at such time to support debt service on the First Lien Note, less annual Village administrative fees of 5% as provided herein if not previously deducted, to support payments due under the Second Lien Note during the term of the 2020 Buffalo Grove Lake Cook Road TIF District or 20-years, whichever comes sooner; and

3. The Village agrees to pledge any portion of the Shared Sales Tax, in excess of the amount thereof applied at such time to support debt service on the First Lien Note, to support payments due under the Second Lien Note during the term of the 2020 Buffalo Grove Lake Cook Road TIF District or 20-years, whichever comes sooner; and

4. The Village agrees to pledge to payments due under the Second Lien Note the portion of the Inflationary Incremental Property Taxes not then applied to support the First Lien Note during the term of the 2020 Buffalo Grove Lake Cook Road TIF District or 20-years, whichever comes sooner.

5. Any obligation to repay the Second Lien Note shall not exceed the terms of the TIF District (ending December 31, 2044) or 20-years after the date of issuance of the Second Lien Note, whichever comes sooner unless otherwise extended by the Village, in its sole discretion, and to the extent permitted by the TIF Act and approval of the State of Illinois Legislature. Should the Village extend the term of the TIF District, the

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Village may, in its sole discretion, extend its obligations under this Agreement. The Parties acknowledge that any extension would require an action of the State of Illinois Legislature and the Village's approval.

6. Notwithstanding any prior provisions of this Section 5.4, all contingent funding obligations of the Village relative to the Second Lien Note shall not occur until such time that the Retail Developer met all Funding Conditions set forth in Section 6.2 in this Agreement. The parties acknowledge that, among other requirements under the Code, in order for the Second Lien Note to be issued as tax-exempt, at the time of such issuance, the Village and the Retail Developer reasonably expect that principal of and interest on the Second Lien Note will be timely paid in full, as demonstrated by feasibility studies and cash flow projections and Bond Counsel may require certifications to such effect.

7. Any interest due but not timely paid shall accrue interest as provided in the Second Lien Note. The parties acknowledge that, in the event the Second Lien Note is issued on a tax-exempt basis, for the entirety of the interest to be tax-exempt, the Third Lien Note cannot be a contingent payment debt instrument under Treasury Regulation §1.1275-4 and will require the parties to reasonably expect to timely pay principal and interest in full by the expiration of the TIF District.

8. Upon sale of the Second Lien Note and until the Second Lien Note has been paid and satisfied in full, anything herein to the contrary notwithstanding, Village Funds pledged to support the Second Lien Note and sufficient to make each ensuing payment under the Second Lien Note shall be paid by the Village or Depository Bank as the Village determines, directly to the holder of the Second Lien Note as provided in the Second Lien Note.

9. The Village shall be permitted to deduct five percent (5%) from a pledged amount from time to time payable to support the Promissory Notes, to cover the Village's annual administrative costs in connection with this Agreement including the fees of the Escrow Agent and the Depository Bank pursuant to the Depository Agreement. To the extent that Retail Developer shall have paid any such fees that would otherwise have been payable by the Village, the Village shall reimburse the Retail Developer from said five percent (5%) as and when received.

10. Payment to support the Second Lien Note shall be subject to the requirements of 65 ILCS 5/11-74.4-3-q-7.5, and as such the payments may be reduced according to this section.

D. The Village agrees to pledge, subordinate to the pledge to support the First Lien Note and subordinate to the pledge to support the Second Lien Note, Village Funds, as only specified below, to support the repayment of the Third Lien Note during the term of the 2020 Buffalo Grove Lake Cook Road TIF District or for 20-years after issuance of the Third Lien Note (the "**Third Lien Note Issuance Date**"), whichever comes sooner. Retail Developer acknowledges that the Third Lien Note shall not be a general obligation of the Village and shall only be supported by those funds, if available, identified above and during the term of the 2020

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Buffalo Grove Lake Cook Road TIF District (ending December 31, 2044) or 20-years after the Third Lien Note Issuance Date, whichever comes sooner. The Third Lien Note shall be a "pay-as-you-go" obligation payable from the following sources and in order of priority:

1. The Village agrees to pledge the Incremental Property Taxes from the Project in excess of the amount thereof applied at such time to support debt service on the First Lien Note and the Second Lien Note, less annual Village administrative fees of 5% as provided herein if not previously deducted, to support payments due under the Third Lien Note during the term of the 2020 Buffalo Grove Lake Cook Road TIF District or 20-years after the Third Lien Note Issuance Date , whichever comes sooner; and

2. The Village agrees to pledge incremental property taxes from the NCH Development not required at such time to support debt service on the First Lien Note and the Second Lien Note, less annual Village administrative fees of 5% as provided herein if not previously deducted, to support payments due under the Third Lien Note during the term of the 2020 Buffalo Grove Lake Cook Road TIF District or 20-years after the Third Lien Note Issuance Date, whichever comes sooner; and

3. The Village agrees to pledge any portion of the Shared Sales Tax, in excess of the amount thereof applied at such time to support debt service on the First Lien Note and the Second Lien Note, to support payments due under the Third Lien Note during the term of the 2020 Buffalo Grove Lake Cook Road TIF District or 20-years after the Third Lien Note Issuance Date , whichever comes sooner; and

4. The Village agrees to pledge to payments due under the Third Lien Note the portion of the Inflationary Incremental Property Taxes not then applied to support the First Lien Note and the Second Lien Note during the term of the 2020 Buffalo Grove Lake Cook Road TIF District or 20-years after the Third Lien Note Issuance Date, whichever comes sooner. Furthermore, the Village's obligations to support the Third Lien Note with the Inflationary Incremental Property Taxes shall not occur until the Project has been substantially completed.

5. Any obligation to repay the Third Lien Note shall not exceed the terms of the TIF District (ending December 31, 2044) or 20-years after the Third Lien Note Issuance Date, whichever comes sooner unless otherwise extended by the Village, in its sole discretion, and to the extent permitted by the TIF Act and approval of the State of Illinois Legislature. Should the Village extend the term of the TIF District, the Village may, in its sole discretion, extend its obligations under this Agreement. The Parties acknowledge that any extension would require an action of the State of Illinois Legislature and the Village's approval. The Village shall have the right but not the obligation to accelerate the repayment of the Third Lien Note to offset future interest costs.

6. Notwithstanding any prior provisions of this paragraph, all contingent funding obligations of the Village relative to the Third Lien Note shall not occur until such time that the Retail Developer met all Funding Conditions in this Agreement. In the event that the Retail Grocery Anchor no longer occupies the space, and the space is not leased and occupied with a similar user within 18-months,, unless otherwise approved by

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the Village, the annual Village payments to support the Third Lien Note otherwise required above shall be reduced by 10% per year or portion thereof, until such time that the space is occupied with a similar user. Retail Developer shall use commercially reasonable efforts including but not limited to actively marketing the property for retail users, to ensure that the building remains occupied during the term of this Agreement. The parties acknowledge that, among other requirements under the Code, in order for the Third Lien Note to be issued as tax-exempt, at the time of such issuance, the Village and the Retail Developer reasonably expect that principal of and interest on the Third Lien Note will be timely paid in full, as demonstrated by feasibility studies and cash flow projections and Bond Counsel may require certifications to such effect.

7. Following Substantial Completion-Retail and so long as the Retail Developer is not in default of any of the terms of this Agreement, excess Incremental Property Taxes, and/or NCH Development incremental property taxes and Shared Sales Tax remaining after annual payments of the First Lien Note, Second Lien Note and Third Lien Note shall be used to establish a reserve for the Third Lien Note in an amount not to exceed $250,000 ("***Third Lien Note Reserve***"). The Third Lien Note Reserve shall only be used to fund the Third Lien Note in the event there is a shortfall in annual payments due under the Third Lien Note. During the term of the Third Lien Note, the Third Lien Note Reserve shall not exceed a total amount of $250,000. Once the Third Lien Note Reserve has been used, it shall not be replenished. No increment from the Inflationary Incremental Property Taxes shall be used to fund the Third Lien Note Reserve. The Third Lien Note Reserve shall be deposited by the Village and held by the Depository Bank pursuant to the Depository Agreement and invested in accordance with any tax exemption certificate and agreement to be executed in connection with the Third Lien Note, to the extent the Third Lien Note is issued on a tax-exempt basis**.** The foregoing notwithstanding, interest or other earnings on the Third Lien Note Reserve shall be added to the Third Lien Note Reserve.

8. Payments due to support the Third Lien Note shall be applied, first, to interest then due, second, to payments of interest past due, third to payments of principal past due, fourth to payments of principal then due, and fifth, to the Third Lien Note Reserve. Any interest due but not timely paid shall accrue interest as provided in the Third Lien Note. The parties acknowledge that, in the event the Third Lien Note is issued on a tax-exempt basis, for the entirety of the interest to be tax-exempt, the Third Lien Note cannot be a contingent payment debt instrument under Treasury Regulation §1.1275-4 and will require the parties to reasonably expect to timely pay principal and interest in full by the expiration of the TIF District. Upon issuance of the Third Lien Note and until the Third Lien Note has been paid and satisfied in full, anything herein to the contrary notwithstanding, Village Funds pledged to support the Third Lien Note and sufficient to make each ensuing payment under the Third Lien Note shall be paid by the Village directly to the holder of the Third Lien Note as provided in the Third Lien Note.

9. Payment to support the Third Lien Note shall be subject to the requirements of 65 ILCS 5/11-74.4-3-q-7.5, and as such the payments to Retail Developer may be reduced according to this section.

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5.5 Connections. To the extent that the Village owns or controls any storm sewers that are contemplated to be connected to the Property, the Village hereby agrees to permit the connection of all storm sewer lines existing or constructed in the Property or near the perimeter of the Property as set forth on the Final Engineering Plans, provided that Retail Developer and Residential Developer comply with all requirements of general applicability promulgated by the Village and/or Lake County for such connections. The Village shall grant and shall use its best efforts to assist the Developers in obtaining from the Village and other entities or jurisdictions, utility easements and connection permits as may be necessary or appropriate to accommodate the utilities shown on the Final Engineering Plans and the construction of the Project.

5.6 Cooperation with Other Governments and Authorities. The Village agrees to cooperate with Developers in Developers' attempts to obtain all necessary approvals for the Project from any governmental or quasi- governmental entity other than the Village, including but not limited to the Illinois Department of Transportation ("***IDOT***") and Cook and Lake County, Illinois. The Village shall process and consider to the extent allowable under applicable law, any reasonable request of Developers for future zoning and planned unit development approvals and for future relief or variances authorized by the Village's Zoning Ordinance or the Village's Subdivision Ordinance necessary for the Project.

5.7 Off-Site Parking. The Village will use its best efforts to work with the Post Office to provide additional off-site parking identified on **Exhibit R** for the Retail Parcel.

5.8 Simultaneous Closing. It is understood and agreed that the satisfaction of the Funding Conditions set forth in Section 6.2A, the issuance of the First Lien Note and if applicable the Second Lien Note, delivery of the Opinions relative thereto, initial Certification Request(s), Village approval thereof and the distribution to Retail Developer of the net proceeds of the sale of the First Lien Note and Second Lien Note (if applicable) in an aggregate amount not to exceed then approved Certification Requests are to be coordinated for a simultaneous escrow closing, and the Parties agree to use their best efforts to accomplish same.

ARTICLE SIX
VILLAGE FUNDING CONDITIONS

6.1 General.

A. Condition Precedent to Village Funding. The Village's obligation to issue the Promissory Notes as set forth in this Agreement is expressly contingent upon and subject to the satisfaction of each and all the applicable Funding Conditions set forth in this Agreement.

B. Interpretation.

1. Funding Conditions Requiring Written Confirmation. For purposes of this Article Six, "written confirmation" shall be deemed to have been provided to the Village only upon delivery of the same to the office of the Village Manager in the manner set forth for the delivery of notices in this Agreement.

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2. Funding Conditions Requiring Opportunity to Review.

a. Retail Developer. For purposes of this Article Six, the "opportunity to review" a document in the possession of Retail Developer shall require Retail Developer making the document available for inspection, at the office of Retail Developer at its Oak Brook address set forth in this Agreement, by the Village Manager or his designee, during the regular business hours of Retail Developer occurring within the 10 business day period following the delivery of notice to the Village Manager.

b. Residential Developer. For purposes of this Article Six, the "opportunity to review" a document that is in the possession of Residential Developer shall require making the document available for inspection, at the office of Residential Developer at its Schaumburg address set forth in this Agreement, by the Village Manager or his designee, during the regular business hours of Residential Developer occurring within the 10 business day period following the delivery of notice to the Village Manager.

3. Limitation of Notice. For purposes of this Article Six, the delivery of notices or written confirmations to the Village shall not require the delivery of a copy as otherwise required in this Agreement.

4. Time Period for Satisfaction of Funding Conditions. Upon satisfaction of the Funding Conditions outlined in Section 6.2A below, the issuance of the First Lien Note and Second Lien Note shall occur.

6.2 List of Funding Conditions.

A. The Funding Conditions for the Promissory Notes shall be as follows:

1. Retail Developer shall have secured the necessary financing for the Retail Project, and provide the Retail Guarantee.

2. Retail Developer shall have closed on its acquisition of the Property and provided the Village with a copy of the recorded deed to the Property evidencing the sale of the Property to Retail Developer. It is understood and agreed that a recorded deed evidencing the transfer of the Retail Parcel to Retail Developer shall suffice.

3. Residential Developer shall have closed on its acquisition of the Residential Parcel and provided the Village with a copy of the recorded deed to the Residential Parcel evidencing the sale of the Residential Parcel to Residential Developer.

4. Retail Developer shall have provided the Village with a written confirmation from Retail Developer that, there have been no changes in such party's financial condition which would materially and adversely impact its ability to purchase the Property and complete construction of the Retail Project.

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5. Residential Developer shall have provided the Village with a written confirmation from Residential Developer that, there have been no changes in such party's financial condition which would materially and adversely impact its ability to purchase the Residential Parcel and complete construction of the Residential Project.

6. Retail Developer shall have executed and provided the Village's consultant, provided such consultant shall have executed and delivered to the Retail Developer a non-disclosure agreement in form and substance satisfactory to such grocer, with an opportunity to review a redacted copy of only proprietary information of the executed lease with a Retail Grocery Anchor for not less than a forty-three thousand (43,000) square foot store on the Retail Parcel.

7. Retail Developer shall have obtained from Illinois Environmental Protection Agency ("***IEPA*** "), and provided the Village with copies of, the required permit issued by IEPA necessary to proceed with commencement of construction of the Project.

8. Retail Developer shall have provided the Village with a written confirmation from Retail Developer that Retail Developer has entered into one or more third party guaranteed maximum price or lump sum contract(s) for the construction of the On-Site Improvements.

9. Residential Developer shall have provided the Village with a written confirmation from Residential Developer that Residential Developer has entered one or more third party guaranteed maximum price or lump sum contract(s) for the construction of the Residential Project, which third party may include an affiliate of Residential Developer.

10. Residential Developer shall have provided written confirmation to the Village that its architects, engineers, and general contractor have consented to assignments permitting the Residential Lender to use such contracts with such parties to cause the completion of the Residential Project in the event that Residential Developer defaults on the Residential Completion Guaranty. While not required for the satisfaction of the Funding Condition in this Section 6.2.10, Residential Developer agrees to provide the Village Manager with copies of the documents set forth in this Section 6.2.10 within 30 days after the date on which Residential Developer closes on its acquisition of the Residential Parcel.

11. Residential Developer shall have received a binding commitment, in form and content that is typical in its industry, for construction financing for the Residential Project, and shall have provided the Village with an opportunity to review the executed copy of the binding commitment.

12. Retail Developer shall have provided the Village with an opportunity to review a detailed budget and scope of work for the Retail Project.

13. Residential Developer shall have provided the Village with an opportunity to review a detailed budget and scope of work for the Residential Project.

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14. Retail Developer shall have delivered to the Village the original, fully executed, Retail Guaranty.

15. Residential Developer shall have delivered to the Village a copy of the original, fully executed, Residential Completion Guaranty.

16. That Retail Developer has incurred some (but not all) TIF Eligible Expenses pursuant to this Agreement.

B. The following additional Funding Conditions shall apply solely to the Third Lien Note:

1. Retail Developer shall have executed and provided the Village with an opportunity to review redacted copies of only proprietary information of executed leases for the Retail Parcel, including at least one (1) restaurant user.

2. Retail and Residential Developer are in compliance in all material respects with all conditions specified in the Planned Unit Development.

3. Issuance of a temporary or final certificate of occupancy for not less than 51,000 square feet of new construction located on the Retail Parcel and the substantial completion of improvements to the existing center on Lots 9 & 10 in the Final Subdivision Plat as depicted on **Exhibit S**.

6.3 Additional Conditions.

A. In the event that the Retail Grocery Anchor no longer occupies the space, and the Developer is unable to lease the space with a similar user within 18-months,, unless otherwise approved by the Village, each subsequent annual Village payment of the Third Lien Note shall be reduced by 10% (prorated for partial years), until such time that the space is occupied with a similar user. Retail Developer shall use its commercially reasonable efforts including but not limited to actively marketing the property for retail users, to ensure that the building remains occupied during the term of this Agreement.

B. Retail Developer shall agree to Substantial Completion-Retail within three (3) years of commencement of demolition of the portion of the Development Parcel to be occupied by the Retail Grocery Anchor, but in no event other than extension for Uncontrollable Circumstances later than June 30, 2026. Residential Developer shall agree to Substantial Completion-Residential, not later than the later of (i) the date which is three (3) years after the commencement of demolition of the portion of the Development Parcel located on the Residential Parcel and not occupied by Retail Grocery Anchor, or (ii) June 30, 2026, all as may be extended for Uncontrollable Circumstances. In the event Developer fails to perform under these terms, the Village in its sole discretion, may reduce the subsequent annual payments of the Third Lien Note based on and proportionate to the percentage of completion by the Developer below 90% as defined in Section 8.1F, until such time as the percentage of completion shall reach ninety percent (90%).

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C. The Village's obligations to support the Third Lien Note with the Inflationary Incremental Property Taxes, shall not occur until the Project has been substantially completed.

ARTICLE SEVEN
USE OF VILLAGE FUNDS

7.1 Use. The Village Funds shall be used only to pay and satisfy amounts due under the Promissory Notes and to reimburse Retail Developer for TIF Eligible Expenses that Retail Developer incurred after the date of adoption by the Village of the Inducement Resolution, including, without limitation, costs as set forth in the TIF Act.

7.2 Release of Funds from TIF Funding Escrow. The TIF Funding Escrow shall set forth the process for releasing funds in the TIF Funding Escrow to Retail Developer subject to the provisions of this Agreement and other normal and necessary requirements in an escrow of such type. The TIF Funding Escrow shall receive from the Depository Bank the net proceeds of the sale of the First Lien Note and from the Village the net proceeds of the sale of the Second Lien Note, which proceeds shall be disbursed in accordance with Village approved Certification Requests. The TIF Funding Escrow shall provide for the process by which monthly draw requests are submitted by Retail Developer and reviewed and approved by the Village, and shall require, among other things, Retail Developer to (1) provide detailed invoices and proof of payment for work that has been completed and with quantities that are actually constructed where applicable; (2) one month in arrears, provide partial waivers for work that has not been completed or final lien waivers for work that has been completed; (3) explain the process by which payouts shall be submitted, reviewed and paid. The TIF Funding Escrow shall also require the Village to review and approve the monthly draw request within 10 days after the monthly draw request (and all required documentation) is delivered by Retail Developer to the Village Manager.

7.3 Payment to Retail Developer.

A. Submission of TIF Eligible Cost Certification Requests. For reimbursement of Redevelopment Project Costs in accordance with this Agreement, Retail Developer shall submit to the Village written requests for certification of such Redevelopment Project Costs in the form attached as **Exhibit D** to this Agreement ("***Certification Request***"). Retail Developer may not submit more than one Certification Request per calendar quarter. Each Certification Request shall be accompanied by: (i) evidence that the Retail Developer has actually incurred and paid all Redevelopment Project Costs for which such Retail Developer seeks reimbursement; and (ii) sworn statements and lien waivers from the Retail Developer's general contractor for any material, fixtures, apparatus, machinery, services, or labor provided by any contractor, subcontractor, or other person or entity entitled to file a lien under the Mechanics Lien Act, 770 ILCS 60/1, included in the Redevelopment Project Costs for which reimbursement is sought, provided, however, that all of which may be expressly conditional on the payment of specified sums to be paid and/or reimbursed by the Village. If the Retail Developer does not fulfill its obligations as set forth in the preceding sentence, the Village will have no obligation to certify or reimburse Developer for such Redevelopment Project Costs until such obligations have been satisfied.

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B. Eligibility for Payment. Retail Developer will be entitled to be reimbursed from Incremental Property Taxes for Redevelopment Project Costs only if:

i. The requesting Retail Developer provides evidence that such Redevelopment Project Costs have been incurred and paid;

ii. Such Redevelopment Project Costs are certified pursuant to this Agreement;

iii. Reimbursement is permitted pursuant to this Agreement, the Redevelopment Plan, and the TIF Act; and

iv. The Retail Developer is not in default or breach of any obligation of Retail Developer under this Agreement after notice and opportunity to cure.

C. Review of Certification Requests. The Village Manager will approve each Certification Request, or, if the Village Manager finds an error or deficiency in the Certification Request, the Village Manager will give written notice to the Retail Developer, identifying such error or deficiency in reasonable detail, within 45 days after the date that the Village receives the Certification Request. The process of submission, identification or errors or deficiencies and resubmission shall continue in good faith until the Parties agree on the content of the Certification Request.

D. Issuance of Certificates of Expenditure. Upon approval of a Certification Request, the Village Manager shall issue a Certification of Expenditure not more than quarterly in a calendar year, in an amount corresponding to the approved Certification Request, as follows:

i. All approvals of Certification Requests shall be delivered to the Escrow Agent, and the Escrow Agent shall thereafter release the approved amount to Retail Developer from the funds in the TIF Funding Escrow.

7.4 Total Project Cost Compliance. At the time of issuance of a Certificate of Substantial Completion-Retail and the Third Lien Note, the Retail Developer shall provide supporting documentation to the Village including, but not limited to, certified records of project costs such as an owner's sworn statement. If these records indicate that the Retail Developer's total project costs were less than originally contemplated at the time of approval of this Agreement and as specified in **Exhibit P**, the face amount of the Third Lien Note shall be reduced, in the Village's sole discretion, by an amount equal to fifty percent (50%) of the difference between the total amount in **Exhibit P** and the actual project costs.

ARTICLE EIGHT
DEVELOPER CONSTRUCTION OBLIGATIONS

The Developers shall have the specific obligations set forth in this Article Eight in connection with the Project, as well as such obligations as set forth elsewhere in this Agreement.

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8.1 Retail Developer and Residential Obligations.

A. Commencement of Construction. Retail Developer and Residential Developer shall commence lease termination, demolition or construction of the Retail Project and Residential Project after acquisition of the Property by Retail Developer and Residential Developer provided that the Village shall have issued the necessary demolition and building permits for such activities. The Developer projects an August 1. 2022 start date, but in no event other than Uncontrollable Circumstance shall commencement be later than April 1, 2023.

B. Completion of Construction. Substantial Completion shall occur by the dates set forth in Section 6.3.

C. As-Built Plans. After completion of construction of any new structure, The Retail Developer or Residential Developer that owns such structure shall submit to the Village Director of Community Development final "as-built" plans: (1) related to drainage, grading, storm sewer, sanitary sewer and water mains, and associated Structures; and (2) for other final construction documents (in paper and, for Improvements, electronic format) as required and approved by the Village Directors of Public Works and Community Development. The as-built plans shall indicate, without limitation, the amount, in square feet, of impervious surface area on the applicable portion of the Property.

D. Damage to Public Property. Retail Developer or Residential Developer shall maintain the Property and all streets, sidewalks, and other public property, if any, on to the Property in a good and clean condition at all times during the development of the Project and construction of the On-Site Improvements. Further, during development of the Project, Retail Developer or Residential Developer, as applicable, shall: (1) promptly clean all mud, dirt, or debris deposited on any street, sidewalk, or other public property in or adjacent to the Property by Retail Developer or Residential Developer or any agent of or contractor hired by, or on behalf of, Developers; and (2) repair any damage that may be caused by the activities of Retail Developer or Residential Developer or any agent of or contractor hired by, or on behalf of, Retail Developer or Residential Developer.

E. Containment of Airborne Particles During Construction. Retail Developer or Residential Developer shall prepare and submit, for review and approval by the Village Manager, a plan for containing airborne particles during construction on the Retail Parcel and on the Residential Parcel.

F. Initial Process for Determination of Substantial Completion. Retail Developer shall notify the Village Manager when Retail Developer determines that it has achieved a temporary or final certificate of occupancy for not less than ninety percent (90%) of the square footage located or required to be located on the Retail Parcel ("***Substantial Completion-Retail***"). Likewise, Residential Developer shall notify the Village Manager when Residential Developer determines that it has achieved temporary or final certificates of occupancy of not less than ninety percent (90%) of the building and parking deck located or required to be located on the Residential Property ("***Substantial Completion-Residential***"). If the Village Manager agrees that such Substantial Completion has occurred, then the Village Manager shall, within 15 days after receipt of the notice from Retail Developer or Residential Developer, deliver to Retail Developer and

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Residential Developer a Certificate of Substantial Completion certifying that the Retail Construction Obligation or Residential Construction Obligation has been satisfied sufficient to warrant return of the Retail Guaranty and/or Residential Completion Guaranty as applicable. The date on which such Certificate of Substantial Completion is delivered shall, for purposes of this Agreement, be the date of Substantial Completion with respect to the Retail Construction Obligation or Residential Construction Obligation, as the case may be... If the Village Manager does not agree that Substantial Completion has occurred, then the Village Manager shall, within 15 days after receipt of the notice from Retail Developer or Residential Developer, deliver to Retail Developer or Residential Developer a notice that the parties will engage in the extended process for determination of Substantial Completion, as set forth in this Agreement.

G. Extended Process for Determination of Substantial Completion. Within 15 days after the Village Manager notifies Retail Developer or Residential Developer, as the case may be, that the parties will engage in the extended process for determination of Substantial Completion, the Village and Retail Developer) or the Village and Residential Developer shall each select and hire, each at its own cost, a professional architect or engineer (individually, a "***Project Architect/Engineer***"). Within 30 days after both Project Architect/Engineers are hired, they shall inspect, and collectively make a determination with respect to the achievement of Substantial Completion.

(i) In the event that the two Project Architect/Engineers jointly determine that Substantial Completion has occurred, then Retail Developer shall so notify the Village Manager.

(ii) In the event that the two Project Architect/Engineers jointly determine that additional work needs to be done to achieve Substantial Completion-Retail or Substantial Completion-Residential, then Retail Developer or Residential Developer, as applicable, shall perform such work, and the process described in this Section shall begin again.

(iii) In the event that the two Project Architect/Engineers cannot agree within the 30-day time period, then, within 14 days after the expiration of the 30-day time period, the Project Architect/Engineers shall jointly select and hire a third architect or engineer ("***Third Party Architect/Engineer***"). The Third Party Architect/Engineer shall inspect the work and make a determination within 30 days after being hired. Retail Developer or Residential Developer shall perform any additional work deemed necessary by the Third Party Architect/Engineer to achieve Substantial Completion. Any additional work performed by Retail Developer or Residential Developer, as applicable, shall be inspected by the Third Party Architect/Engineer within seven days of completion by Retail Developer or Residential Developer. Once the Third Party Architect/Engineer determines that Substantial Completion bas been achieved, it shall notify the Village and Retail Developer or Residential Developer. This determination shall be final and binding on Developers and the Village for purposes of this Agreement. The affected Developer and the Village shall share the cost of the third architect or engineer so selected.

(iv) Within 10 days after the Third Party Architect/Engineer notifies the Village Manager that Substantial Completion has been satisfied pursuant to this Agreement, the Village Manager shall deliver to Retail Developer or Residential Developer a Certificate of Substantial Completion certifying that Retail Developer or Residential Developer, as applicable,

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has satisfied the Substantial Completion of its Construction Obligations sufficient to warrant return of the Retail Guaranty or Residential Completion Guaranty. The date on which such Certificate of Substantial Completion is delivered shall, for purposes of the return of the Retail Guaranty or Residential Completion Guaranty, be the date of Substantial Completion-Retail and/or Substantial Completion-Residential, as applicable.

ARTICLE NINE
GUARANTY

9.1 Retail Guaranty.

A. Nature and Delivery of the Retail Guaranty. Prior to the delivery by Retail Developer of any requests for reimbursement of costs from the TIF Funding Escrow, Retail Developer shall deliver to the Village Manager the original, fully executed, Retail Guaranty.

B. General Requirements. As security to the Village for the performance by Retail Developer of its obligation to construct the public improvements pursuant to and in accordance with this Agreement, Retail Developer shall cause to be provided to the Village a letter or letters of credit or a performance bond in a form satisfactory to the Village Attorney, in a total amount equal to 110% of the estimated cost of completing the public improvements required pursuant to this Agreement on the Retail Parcel, as determined in the sole and absolute discretion of the Village Directors of Public Works and Community Development (for matters within their respective permitting authorities) ("***Performance Security***"). The Performance Security shall be in a form provided by, and acceptable to, the Village. The Village will release the Performance Security in a timely fashion upon the Village's approval and, as appropriate, acceptance of the Public Improvements; provided, however, that the Village will only be required to release that percentage of the Performance Security that equals the portion of the public improvements that have been approved and, as appropriate, accepted, all in accordance with the Village Code.

C. Maintenance Guarantee for Public Improvements. Following the Village's release of any percentage of any Performance Security for any public improvement, Retail Developer shall substitute for the released percentage of the Performance Security a maintenance guarantee in the form of a letter of credit or performance bond in a form satisfactory to the Village Attorney and Bond Counsel ("***Maintenance Guarantee***"), which is equal to 10 percent of the actual costs of the completed public improvements for which the Performance Security has been released. Retail Developer shall deposit the Maintenance Guarantee with the Village. The Maintenance Guarantee will be effective for a period of two years from the date of acceptance by the Village of the public improvements, or such longer period as may be required by the Subdivision Ordinance, and may be utilized by the Village in accordance with this Agreement ("***Maintenance Guarantee Term***"). The Village will return to Retail Developer the Maintenance Guarantee upon the end of the Maintenance Guarantee Term, minus any portion of the Maintenance Guarantee utilized by the Village in accordance with this Agreement.

D. Beneficiary of Retail Guaranty. The sole guarantee and beneficiary of the Retail Guaranty will be the Village.

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9.2 Residential Completion Guaranty. Residential Developer shall deliver to the Village Manager evidence that the original, fully executed, Residential Completion Guaranty has been delivered to and accepted by the Residential Lender and that the Residential Completion Guaranty has become effective, which Residential Completion Guaranty shall state that it shall remain in effect until at least the Substantial Completion Date. The Residential Completion Guaranty contemplates that, in the event that Residential Developer fails to satisfy the Residential Construction Obligation, and achieve Substantial Completion-Residential prior to the Guaranty Date, and such failure continues for a period of 30 days after Residential Developer receives notice from the Village of such failure (a "***Residential Developer Default***") or defaults under its loan with the Residential Lender, which shall continue beyond the expiration of any applicable notice and cure periods, Residential Developer shall cause the Residential Guarantors to reimburse the Residential Lender for all costs and expenses incurred by the Residential Lender in taking possession or control of the of the Residential Project and completing the construction of the Residential Project pursuant to the plans and specifications approved by the Village for the Residential Project.

9.3 Guaranty and Tax-Exempt Nature of Bond. The terms of the Guaranties described in this Article 9 shall be subject to such modifications acceptable to the Village and Developers as may be necessary to permit the issuance of the Promissory Notes with interest that is excludable from the gross income of the holder thereof for federal income tax purposes and the continued exclusion of interest on the tax-exempt First Lien Note and tax-exempt Third Lien Note from the gross income of the holders thereof for federal income tax purposes. The parties acknowledge that certain terms of such Guaranties may preclude the issuance of tax-exempt obligations to fund Project costs if such terms are not modified, amended or deleted.

9.4 Cancellation of Guaranties.

A. The Retail Guaranty shall be cancelled on the date on which the Village Manager delivers the Certificate of Substantial Completion required pursuant to this Agreement upon Substantial Completion-Retail.

B. The Residential Completion Guaranty shall not be cancelled prior to the date on which Village Manager delivers the Certificate of Substantial Completion required pursuant to this Agreement upon Substantial Completion-Residential.

ARTICLE TEN
REAL ESTATE TAX; CHALLENGES

10.1 Real Estate Tax Payments. Retail Developer and Residential Developer intend to pay all applicable real estate taxes levied during their respective periods of ownership against their respective interests in the Project on or prior to the date same become due and do not intend to allow said taxes to become delinquent, provided, however, that if the Retail Developer or Residential Developer do allow such taxes to become delinquent, the parties agree that the remedies provided for the delinquency are only those provided for under State law, and this Agreement shall not provide any additional remedies.

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10.2 No Impermissible Agreements. When the Village issues the Promissory Notes to provide the Village Funds, then Retail Developer and Residential Developer shall reasonably cooperate with the Village to assure that no actions jeopardize the tax-exempt nature of such instrument(s). In conjunction therewith, at all times prior to and while any tax-exempt First Lien Note, tax-exempt Third Lien Note and any tax-exempt obligations financing or refinancing the Off-Site Improvements are outstanding, the Village, Retail Developer, and Residential Developer will not enter into or remain subject to or the beneficiary of any impermissible agreement under Treas. Reg. Section 1.141-4(e)(4), including any agreement that requires Retail Developer and Residential Developer not to contest or protest real estate taxes assessed against the Property or portions thereof, or that prohibits Retail Developer and/or Residential Developer from seeking a deferral of such property taxes.

10.3 Right to Protest Real Estate Taxes. It is understood and agreed by the Village and Retail Developer that, except as expressly and specifically stated below, in no event shall Retail Developer (or any tenant of the Retail Project), or Residential Developer have any limitation on their rights to contest, challenge or protest real estate taxes assessed or imposed against their respective portions of the Property; provided, however, that, notwithstanding the foregoing, in the event the Village chooses not to use proceeds of tax exempt obligations as a source for the Village Funds and so long as no tax-exempt obligations financing or refinancing of the Village Funds are outstanding or would be payable from taxes pursuant to which a restriction on appealing a tax assessment determination to the Illinois Appellate Court would be in effect even if such tax-exempt obligations were not outstanding at the time of the agreement, and solely as applies to the Retail Parcel other than the Retail Anchors (and in no event ever to the Residential Parcel), Retail Developer agrees, for itself and its tenants other than the Retail Anchors, that it shall not seek, without the Village's prior written approval, to appeal any determination of the tax assessment applicable to the Retail Parcel to the Illinois Appellate Court (it being expressly acknowledged and agreed that Retail Developer has the unfettered right to contest, challenge or protest real estate taxes assessed or imposed against the Retail Parcel in any other legally available proceeding or venue other than a challenge to the Illinois Appellate Court, including without limitation the right to seek relief from the Illinois Property Tax Appeal Board and the Circuit Court of Lake County, Illinois); and further provided, however, that the foregoing specific limitation on the right to seek an appeal to the Illinois Appellate Court shall no longer apply to Retail Developer, or its tenants, or the Retail Project upon retirement of any non-tax exempt Bonds the Village may have issued to provide the Village Funds.

10.4 Conveyance. In recognition of the nature of the Project, and to support the Village's goal of the development residential establishments and retail establishments of certain types within the Village and in accordance with the TIF Act, for so long as the TIF District is in existence, neither Retail Developer nor Residential Developer shall knowingly undertake to convey or lease any portion of the Property to the following types of entities without the Village's prior written approval, which may be granted in its sole discretion (i) the Federal government, (ii) organizations described in Section 115 of the Internal Revenue Code, (iii) other units of State or local government, (iv) organizations described in Section 501(c) of the Internal Revenue Code, and (iv) entities seeking to establish a Prohibited Use on the Property.

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ARTICLE ELEVEN
RETAIL DEVELOPER' S AND RESIDENTIAL DEVELOPER'S COVENANTS AND AGREEMENTS

11.1 Sale of the Retail Parcel and Open Space Parcels. No portion of the Retail Project, the Retail Parcel, or the Open Space Parcel may be transferred or conveyed prior to Substantial Completion-Retail and developed and operating in accordance with this Agreement, without prior written approval of the Village, and any conveyance in violation of the foregoing shall be of no force and effect or be binding on the Village. In no event shall the Retail Parcel be transferred or conveyed separate and apart from the Open Space Parcel without prior written approval of the Village. Notwithstanding the foregoing, the Open Space Parcel shall be transferred or conveyed to the Village prior to Substantial Completion-Retail. Upon any approved transfer or conveyance of the Retail Parcel or any portion thereof, the transferee or grantee shall be bound by this Agreement with respect to all obligations of Retail Developer hereunder with respect to such portion, including but not limited to the Retail Construction Obligation, and Retail Developer shall be relieved of its obligations with respect to such portion.

11.2 Compliance with Applicable Laws. Retail Developer and Residential Developer each separately warrant with respect to its own actions that it shall at all times acquire, install, construct, operate and maintain its portion of the Project in conformance with all applicable federal, state and local laws, rules, ordinances and regulations. Retail Developer and Residential Developer each have examined and is familiar with and agrees that its portion of the development of the Project shall be performed in accordance with all applicable covenants, conditions, restrictions, codes and regulations, including federal, state and local ordinances affecting the Project. The Village shall not enact any law, ordinance, rule or regulation (or amendment thereto) which would have the effect of increasing Retail Developer's or Residential Developer's obligations hereunder, including an increase in the cost of the Project, unless said law, ordinance, rule or regulation is one of general applicability to similar properties in the Village.

11.3 Progress Reports and Meetings. Retail Developer and Residential Developer shall provide update reports on the progress of each's respective portion of the Project and shall meet with and make presentations to the Corporate Authorities and Village staff as reasonably requested by the Village Manager or his designee in order to keep the Village apprised of the progress of their respective portions of the Project. The Retail Developer reports shall be made monthly until Substantial Completion-Retail, and quarterly thereafter. The obligations set forth in this Section shall terminate with respect to Retail Developer upon the issuance of the certificate of occupancy for the last Retail Private Building on the Retail Parcel. Notwithstanding the foregoing, with regard to all of the Retail Outlets, Retail Developer shall provide a report (within fourteen days if a written request is sought) only upon request by the Village. The Residential Developer reports shall be made monthly until Substantial Completion-Residential, and quarterly thereafter. The obligations set forth in this Section shall terminate with respect to Residential Developer upon the issuance of a final certificate of occupancy for all of the residential units within the Residential Private Building.

11.4 Fees and Expenses. The Village agrees that the total amount of building permit and inspection fees, water tap-on fees, water system improvement fees, and Village sanitary sewer service connection fees, excluding Lake County sanitary connection fees, Retail Developer and

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Residential Developer is required to pay the Village in connection with its construction of the Project shall not exceed Four Hundred Fifteen Thousand Dollars ($450,000.00) in the aggregate (the "***Building Permit Fee Cap***"). Retail Developer and Residential Developer acknowledges the Building Permit Fee Cap excludes the following:

A. Sanitary sewer connection fees to Lake County in order to connect to Lake County's sanitary sewer system; and

B. All applicable Park, School and Library donations and impact fees as set forth in Title 19 of the Buffalo Grove Municipal Code; and

C. If applicable, third-party plan review and inspection fees incurred by the Village which shall be reimbursed by Retail and Residential Developer; and

D. Engineering review and inspection fees as set forth in Chapter 1.16 of the Buffalo Grove Municipal Code.

11.5 Other Covenants.

A. Prior to the date that is Substantial Completion-Retail, Retail Developer shall not use the Retail Parcel as collateral for any other property or project or for anything other than the cost of acquiring, constructing and developing the Retail Project. Nothing in this Section shall prevent a parent entity of Retail Developer from using the Retail Parcel for security as a part of any securitized debt offering.

B. Prior to the date that is Substantial Completion-Residential, Residential Developer shall not use the Residential Parcel as collateral for any other property or project or for anything other than the cost of constructing the Residential Project.

11.6 Retail Developer Existence. Retail Developer will do or cause to be done all things necessary to preserve and keep in full force and effect its existence and standing as a Delaware Limited Liability Company authorized to do business in Illinois, so long as Retail Developer maintains an interest in the Retail Parcel or has any other remaining obligations pursuant to the terms of this Agreement.

11.7 Residential Developer Existence. Residential Developer will do or cause to be done all things necessary to preserve and keep in full force and effect its existence and standing as an Delaware Limited Liability Company authorized to do business in Illinois, so long as Residential Developer maintains an interest in the Residential Parcel or has any other remaining obligations pursuant to the terms of this Agreement.

11.8 Open Book Project for Retail Project. The Project shall be an "open book" project meaning that Retail Developer and Residential Developer and their respective general contractors will assure continuing access to the Village's agents for the purpose of reviewing and auditing their respective books and records relating to any item necessary to determine the costs of their respective portions of the Project. Retail Developer or Residential Developer shall make available to the Village for inspection by the Village Manager or his designee, with seven (7) days after receipt of notice from the Village, copies of any partnership, limited liability operating agreements

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or joint venture agreements pertaining to the Property to which Retail Developer or Residential Developer is a party.

11.9 Reputable Contractors. Retail Developer and Residential Developer shall exercise prudence and good faith in attempting to contract with persons or entities who are reputable and experienced in their respective areas for the provision of services or material for the design and construction of the Project at costs not in excess of market rates. The obligations shall terminate with respect to Retail Developer upon the issuance of the certificate of occupancy for the last Retail Private Building on the Retail Parcel. The obligations shall terminate with respect to Residential Developer upon the issuance of a final certificate of occupancy for all of the residential units within the Residential Private Building.

11.10 Designation of General Contractors. The Village agrees that Retail Developer and Residential Developer may designate in their respective discretion the general contractor (or general contractors) for Retail Developer's and Residential Developer's respective portions of the Project. The general contractor (or general contractors), designated by Retail Developer and Residential Developer shall be experienced and reputable. The obligations set forth in this Section shall terminate with respect to Retail Developer upon the issuance of the certificate of occupancy for the last Retail Private Building on the Retail Parcel. The obligations set forth in this Section shall terminate with respect to Residential Developer upon the issuance of a final certificate of occupancy for all of the residential units within the Residential Private Building.

11.11 Development Signage for the Property. Developers shall have the right to install "Coming Soon" signage on the Property including identification of participants. Said signage shall be designed, located and installed in a manner acceptable to the Village and in conformance with the Village sign code and applicable provisions of the special use ordinance for the Planned Unit Development.

11.12 Redevelopment Project Area. The Project will be located entirely within the Property. Notwithstanding the foregoing, all road and public utility improvements required for the Project that are located within the adjacent public rights-of-way are within the Redevelopment Project Area.

ARTICLE TWELVE
REPRESENTATIONS AND WARRANTIES OF RETAIL DEVELOPER AND RESIDENTIAL DEVELOPER

12.1 By Retail Developer. To induce the Village to execute this Agreement and perform the obligations of the Village herein, Retail Developer represents, warrants and agrees as the basis for the undertakings on its part herein contained that as of the date that Retail Developer executes this Agreement and until the date of Substantial Completion, the following are true and correct:

A. Organization and Authorization. Retail Developer is a duly organized and existing limited liability company in good standing under the laws of the State of Delaware and is authorized to and has the power to enter into, and by proper action has been duly authorized to do business in the State of Illinois and to execute, deliver and perform this Agreement. Retail Developer is solvent, able to pay its debts as they mature and financially able to perform all the

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terms of this Agreement required of Retail Developer. There are no actions at law or similar proceedings which are pending or threatened against Retail Developer which would materially and adversely affect the ability of Retail Developer to proceed with the construction and development of this project. The execution, delivery, and performance by Retail Developer of this Agreement does not constitute or will not, upon the giving of notice or lapse of time, or both, constitute a breach or default under any other agreement to which Retail Developer is a party or may be bound hereunder.

B. Non-Conflict or Breach. Neither the execution or delivery of this Agreement by Retail Developer, the consummation of the transactions contemplated hereby by Retail Developer, nor the fulfillment of, or compliance with, the terms and conditions of this Agreement by Retail Developer conflict with or results in a breach of any of the terms, conditions or provisions of any offerings or disclosure statement made or to be made on behalf of Retail Developer or any organizational documents, any restriction, agreement or instrument to which Retail Developer or any of its partners or joint venturers is now a party or by which Retail Developer or any of its partners or joint venturers is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any prohibited lien, charge or encumbrance whatsoever upon any of the assets or rights of Retail Developer, any related party or any of its joint venturers under the terms of any instrument or agreement to which Retail Developer, any related party or any of its partners or joint venturers is now a party or by which Retail Developer any related party or any of its joint venturers is bound.

C. Financial Resources. Retail Developer and any of its affiliates to which portions of this Agreement are assigned, pursuant to the terms of this Agreement, will have, at the time of assignment, sufficient financial and economic resources to implement and complete The Retail Construction Obligation.

D. Survival of Representations and Warranties. Retail Developer agrees that all of its representations and warranties set forth in this Article are true as of the execution date of this Agreement and shall remain true until the date of Substantial Completion-Retail.

12.2 By Residential Developer. To induce the Village to execute this Agreement and perform the obligations of the Village herein, Residential Developer represents, warrants and agrees as the basis for the undertakings on its part herein contained that as of the date that Residential Developer executes this Agreement and until the date of Substantial Completion-Residential, the following are true and correct:

A. Organization and Authorization. Residential Developer is a Delaware Limited Liability Company authorized to do business in Illinois and existing under the laws of the State of Illinois, and is authorized to and has the power to enter into, and by proper action has been duly authorized to execute, deliver and perform this Agreement. Residential Developer is solvent, able to pay its debts as they mature and financially able to perform all the terms of this Agreement required of Residential Developer. There are no actions at law or similar proceedings which are pending or threatened against Residential Developer which would materially and adversely affect the ability of Residential Developer to proceed with the construction and development of this project. The execution, delivery, and performance by Residential Developer of this Agreement does not constitute or will not, upon the giving of notice or lapse of time, or both, constitute a

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breach or default under any other agreement to which Residential Developer is a party or may be bound hereunder.

B. Non-Conflict or Breach. Neither the execution or delivery of this Agreement by Residential Developer, the consummation of the transactions contemplated hereby by Residential Developer, nor the fulfillment of, or compliance with, the terms and conditions of this Agreement by Residential Developer conflict with or results in a breach of any of the terms, conditions or provisions of any offerings or disclosure statement made or to be made on behalf of Residential Developer or any organizational documents, any restriction, agreement or instrument to which Residential Developer or any of its partners or joint venturers is now a party or by which Residential Developer or any of its partners or joint venturers is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any prohibited lien, charge or encumbrance whatsoever upon any of the assets or rights of Residential Developer, any related party, or any of its joint venturers under the terms of any instrument or agreement to which Residential Developer, any related party, or any of its partners or joint venturers is now a party or by which Residential Developer, any related party, or any of its joint venturers is bound.

C. Financial Resources. Residential Developer and any of its affiliates to which portions of this Agreement are assigned, pursuant to the terms of this Agreement, will have, at the time of assignment, sufficient financial and economic resources to implement and complete the Residential Construction Obligation.

D. Survival of Representations and Warranties. Residential Developer agrees that all of its representations and warranties set forth in this Article are true as of the execution date of this Agreement and shall remain true until the date of Substantial Completion-Residential.

ARTICLE THIRTEEN
REPRESENTATIONS AND WARRANTIES OF THE VILLAGE

The Village represents, warrants and agrees as the basis for the undertakings on its part herein contained that:

13.1 Organization and Authority. The Village is a municipal corporation duly organized and validly existing under the law of the State of Illinois, is a home rule unit of government, and has all requisite corporate power and authority to enter into this Agreement.

13.2 Authorization. The execution, delivery and the performance of this Agreement and the consummation by the Village of the transactions provided for herein and the compliance with the provisions of this Agreement: (i) have been duly authorized by all necessary corporate action on the part of the Village; (ii) require no other consents, approvals or authorizations on the part of the Village in connection with the Village's execution and delivery of this Agreement; and (iii) shall not, by lapse of time, giving of notice, or otherwise, result in any breach of any term, condition or provision of any indenture, agreement or other instrument to which the Village is subject.

13.3 Litigation. To the best of the Village's knowledge, there are no proceedings pending or threatened against or affecting the Village, the TIF District, the Property, the Retail Project, or the Residential Project in any court or before any governmental authority which

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involves the possibility of materially or adversely affecting the ability of the Village to perform its obligations under this Agreement.

13.4 Survival of Representations and Warranties. The Village agrees that all of its representations and warranties set forth in this Section and elsewhere in this Agreement are true as of the execution date of this Agreement and shall remain true until the date of Substantial Completion-Retail.

ARTICLE FOURTEEN
LIABILITY AND RISK INSURANCE

14.1 Builder's Risk. Prior to commencement of construction of any portion of the Project, each of Retail Developer and Residential Developer, each at its cost and expense, shall procure and maintain builder's risk insurance with a deductible not to exceed $100,000 against risks of physical loss, including collapse, covering the total value of work performed and equipment, supplies, and materials furnished for each Retail Private Building, excluding the Retail Outlots (with respect to Retail Developer) and for the Residential Private Building (with respect to Residential Developer). The insurance policies required pursuant to this Section shall be maintained in full force and effect for each Retail Private Building, excluding the Retail Outlots (with respect to Retail Developer) until the date on which property insurance becomes effective for such Retail Private Building, and shall be maintained in full force and effect for the Residential Private Building (with respect to Residential Developer) until the date on which property insurance becomes effective for the Residential Private Building.

14.2 Commercial Liability and Other Policies. Each of Retail Developer and Residential Developer, or, if either Developer has selected a contractor, then that Developer's contractor, shall maintain for the duration of its contract, including warranty period, the following insurance purchased from a company or companies lawfully authorized to do business in the State Illinois and having a rating of at least A-minus and a class size of at least VIII as rated by A M. Best Ratings, such insurance as will protect the contractor from claims set forth below which may arise out of or result from the contractor's operations under the contract and for which the contractor may be legally liable, whether such operations be by the contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

(a) Workers' Compensation Insurance covering all liability of the contractor arising under the Workers' Compensation Act and Occupational Diseases Act; limits of liability not less than statutory requirements, but not to exceed $500,000 per injury or policy.

(b) Employers' Liability covering all liability of contractor as employer, with limits not less than: $1,000,000 per injury - per occurrence; $500,000 per disease - per employee; and $1,000,000 per disease - policy limit.

(c) Comprehensive General Liability in a broad form on an occurrence basis, to include but not be limited to, coverage for the following where exposure exists; Premises/Operations, Contractual Liability, Products/Completed Operations for 2 years following final payment, Independent Contractor's coverage to respond to claims for damages because of

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bodily injury, sickness or disease, or death of any person other than the contractor's employees as well as claims for damages insured by usual personal injury liability coverage which are sustained: (i) by a person as a result of an offense directly or indirectly related to employment of such person by the contractor; or (ii) by another person and claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use there from; Broad Form Property Damage Endorsement.

General Aggregate Limit	$2,000,000 for Retail Developer $ 3,000,000 for Residential Developer
Each Occurrence Limit	$ 1,000,000

(d) Automobile Liability Insurance shall be maintained to respond to claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed.

Each Occurrence Limit	$ 1,000,000

(e) Umbrella Insurance. Retail Developer shall maintain an umbrella policy in the minimum amount of $10,000,000.00. Residential Developer shall maintain an umbrella policy in the minimum amount of $5,000,000.00.

14.3 Each of Retail Developer and Residential Developer agrees that with respect to the above required insurance that each will require its contractor to:

(a) Provide separate endorsements: to name the Village of Buffalo Grove as additional insured;

(b) Provide thirty (30) days' notice, in writing, of cancellation or material change.

14.4 The contractor's insurance shall be primary in the event of a claim.

14.5 The Village shall be provided with Certificates of Insurance and endorsements evidencing the above required insurance prior to issuance of any permits to start earth work or construction of work, and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration of cancellation of any such policies. Said Notices and Certificates of Insurance shall be provided to: Village of Buffalo Grove Building Commissioner, 50 Raupp Blvd., Buffalo Grove 60089. Certificates of Insurance shall be provided only during the time periods set forth in this Section.

14.6 In addition, a Certificate of Insurance that states the Village has been endorsed as an "additional insured" by the Contractor's insurance carrier shall be provided to the Village. Specifically, this Certificate must include the following language: "The Village of Buffalo Grove and its elected and appointed officials, employees, agents, consultants, attorneys and representatives, are, and have been endorsed, as an additional insured under the above reference

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policy number on a primary and non-contributory basis for general liability and automobile liability coverage for the duration of the contract term."

14.7 Failure to Comply. In the event Retail Developer or Residential Developer fails to obtain or maintain any insurance coverages required under this Agreement, the Village may, after providing Retail Developer or Residential Developer with notice and an opportunity to cure as provided in this Agreement, purchase such insurance coverages and charge the expense thereof to the applicable Developer. Said applicable Developer shall reimburse the Village within thirty (30) days after receipt of an invoice for the coverage, or said Developer shall stop all work on its portion of the Project until said Developer has complied with the requirements of this Article.

ARTICLE FIFTEEN
DEFAULT AND REMEDIES

15.1 Defaults/Remedies.

A. General. In addition to any and all other remedies set forth in this Agreement, a breach of this Agreement, or if any of the Parties shall fail to perform or keep any term or condition required to be performed or kept by such party, such party shall, upon notice from the other party, proceed to cure or remedy such default or breach within forty five (45) days after receipt of such notice from the Village (in the event of any such failure by Residential Developer or Retail Developer), or from Residential Developer or Retail Developer (in the event of any such failure by the Village); provided, however, that if such default is incapable of being cured within said forty five (45) day period and the defaulting party commences to cure the default within said forty five (45) day period and proceeds with due diligence to cure the same, the forty five (45) day period shall automatically be extended, but in no event more than ninety (90) days, and such party shall not be deemed to be in default under this Agreement ("***Default***"). In the event of an occurrence of a Default, the aggrieved party or parties may institute such proceedings against the defaulting party as may be necessary or desirable in its opinion to cure and remedy such default or breach, including seeking damages and/or specific performance. No default by a single party shall be deemed to constitute a Default by any other party hereunder.

B. Additional Events of Default for Retail Developer. The following events shall also be deemed a Default against Retail Developer under this Agreement up to and including the date of issuance of the final certificate of occupancy for the last building to be constructed in the Retail Project including the Retail Outlots, provided that the Village provides the notice and opportunity to cure in the manner set forth in this Agreement:

(i) The entry of a decree or order for relief by a court having jurisdiction in the premises with respect to Retail Developer, respectively, in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official), of Retail Developer for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of sixty (60) consecutive days.

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(ii) The commencement by Retail Developer of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by Retail Developer to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official), of Retail Developer.

C. Additional Events of Default for Residential Developer. The following events shall also be deemed a Default against Residential Developer under this Agreement up to and including the date of issuance of the Final Certificate of Occupancy for the last unit in the Residential Project, including the parking garage, provided that the Village provides the notice and opportunity to cure in the manner set forth in Section 15.1.A of this Agreement:

(i) The entry of a decree or order for relief by a court having jurisdiction in the premises with respect to Residential Developer, respectively, in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official), of Residential Developer for any substantial part of its property, or ordering the winding- up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of sixty (60) consecutive days.

(ii) The commencement by Residential Developer of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by Residential Developer to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official), of Residential Developer.

15.2 Legal Fees. In the event legal action or other proceeding is brought for enforcement of this Agreement or with respect to an alleged breach, default or misrepresentation, each Party shall pay its own attorneys' fees and related costs.

15.3 No Waiver by Delay. Any delay by either party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement shall not operate to act as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that neither party should be deprived of or limited in the exercise of the remedies provided in this Agreement because of concepts of waiver, laches or otherwise); nor shall any waiver in fact made with respect to any specific Default be considered or treated as a waiver of the rights by the waiving party of any future Default hereunder, except to the extent specifically waived in writing. No waiver made with respect to the performance, nor the manner or time thereof, of any obligation or any condition under the Agreement shall be considered a waiver of any rights except if expressly waived in writing.

15.4 Rights and Remedies Cumulative. Except as expressly provided in this Agreement, the rights and remedies of the Parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise of any one or more of such remedies shall not preclude the exercise by such Party, at that time or different times, of any other such remedies for the same Default.

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ARTICLE SIXTEEN
EQUAL EMPLOYMENT OPPORTUNITY AND PREVAILING WAGE

16.1 No Discrimination. Neither Retail Developer nor Residential Developer will discriminate against any employee or applicant for employment on the basis of race, color, religion, sex or national origin. To the fullest extent permitted by law, Retail Developer and Residential Developer will take affirmative action to ensure that applicants are employed and treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rate of pay or other forms of compensation and selection for training, including apprenticeship. Retail Developer and Residential Developer agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

16.2 Advertisements. Retail Developer and Residential Developer will, in all solicitations or advertisements for employees placed by or on behalf of Retail Developer and Residential Developer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

16.3 Contractors. Any contracts made by Retail Developer and Residential Developer with its general contractor in connection with Retail Developer's Project and Residential Developer's Project respectively, shall contain language similar to that recited in this Sections above.

16.4 Prevailing Wage Act. Retail Developer agrees to comply with the applicable provisions, if any, of the Illinois State law providing for the payment of the prevailing rate of wage with respect to work on any portion of the Retail Project that is required under the Prevailing Wage Act to be paid the prevailing rate of wage.

ARTICLE SEVENTEEN
MISCELLANEOUS PROVISIONS

17.1 Notices. All notices, certificates, approvals, consents or other communications desired or required to be given hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) electronic communications, whether by telex, telegram or telecopy; (c) overnight courier; or (d) registered or certified first class mail, postage prepaid, return receipt requested; provided, however, that any notice that is required to be given as part of a Retail Developer Default or a Residential Developer Default, in either case pursuant to Article Nine of this Agreement, shall be given only by both (a) overnight courier; and (b) registered or certified first class mail, postage prepaid, return receipt requested.

If to Village:	Village of Buffalo Grove 50 Raupp Blvd. Buffalo Grove, IL 60089 ATTN: Village Manager
With a copy to:	Schain Banks 70 W. Madison Street, Suite 2300

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	Chicago, IL 60602 ATTN: Patrick T. Brankin
If to Retail Developer:	IMKD5 LLC c/o Kensington Development Group 700 Commerce Drive Suite 130 Oak Brook, IL 60523
With a copy to:	Seyfarth Shaw LLP 233 S. Wacker Drive, Suite 8000 Chicago, IL 60606-6448 ATTN: Jeffrey Jahns and Kevin Woolf
With a copy to:	IM Property Investment (USA) LLC 77 West Wacker Drive, Suite 4025 Chicago, IL 60601
If to Residential Developer:	BGA Residential, LLC 2250 Progress Parkway Schaumburg, IL 60173 Attn: Robert J. Kuker
With a copy to:	Levin Ginsburg 180 N. LaSalle Street, Suite 3200 Chicago, IL 60601 Attn: Jeffrey M. Galkin

The Parties, by notice hereunder, may designate any further or different addresses to which subsequent notices, certificates, approvals, consents or other communications shall be sent. Any notice, demand or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to cause (c) shall be deemed received on the day immediately following deposit with the overnight courier, and any notices, demands or requests sent pursuant to clause (d) shall be deemed received forty-eight (48) hours following deposit in the mail.

17.2 Time. Time is of the essence of this Agreement. If the last day of the time for performance of any obligation in this Agreement falls on a day other than a business day, the time for performance shall be extended to the next business day. Each business day of delay caused by an Uncontrollable Circumstance shall extend applicable time periods in this Agreement by one business day, and intervening non-business days shall be added to such extension.

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

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17.4 Recordation of Agreement. The Parties agree to record this Agreement in the office of the Lake County Recorder of Deeds. Recordation notwithstanding, it is agreed that no tenant or persons taking by, through or under any tenant shall have any obligation pursuant to this Agreement.

17.5 Severability. If any provision of this Agreement, or any section, sentence, clause, phrase or word, or the application thereof, in any circumstance, is held to be invalid, the remainder of this Agreement shall be construed as if such invalid part were never included herein, and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

17.6 Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

17.7 Entire Contract: Integration. This Agreement (together with the exhibits attached hereto) is the entire contract between the Village, Residential Developer, and Retail Developer relating to the subject matter hereof, supersedes all prior and contemporaneous negotiations, understandings and agreements among the three Parties collectively, written or oral, including but not limited to the Memorandum of Understanding, and is a full integration of the agreement of the Parties.

17.8 Amendments. This Agreement may not be modified or amended except by a written instrument executed by the parties hereto.

17.9 Third Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other persons other than the Village, Residential Developer, and Retail Developer. This Agreement is not intended to, and does not, create any third-party beneficiary rights whatsoever, except that Retail Developer is an intended beneficiary of all obligations of Residential Developer hereunder.

17.10 Waiver. Any party to this Agreement may elect to waive any right or remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless such waiver is in writing. No such waiver shall obligate the waiver of any other right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided pursuant to this Agreement.

17.11 Cooperation and Further Assurances. The Village, Residential Developer, and Retail Developer each covenants and agrees that each will do, execute, acknowledge and deliver or cause to be done, executed and delivered, such agreements, instruments and documents supplemental hereto and such further acts, instruments, pledges and transfers as may be reasonably required for the better clarifying, assuring, mortgaging, conveying, transferring, pledging, assigning and confirming unto the Village, Residential Developer, or Retail Developer or other appropriate persons, all and singular, the rights, property and revenues covenanted, agreed, conveyed, assigned, transferred and pledged under or in respect of this Agreement.

17.12 Nature, Survival, and Transfer of Obligations.

A. Retail Developer. Retail Developer's transfer restriction shall be as set forth in this Agreement. Nothing in this Agreement shall prevent Retail Developer from conveying title to or a financial interest in the Retail Parcel, a Developer and/or a Developer Affiliate to an

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institutional investor, joint venturer or lender that is providing financing and/or capital for or on behalf of either Developer or a Developer Affiliate, so long as that Developer (or a Developer Affiliate), retains control of the Retail Construction Obligation.

B. Residential Developer. Residential Developer agrees that, prior to receipt of a Temporary Certificate of Occupancy for the Residential Private Building, not to sell or transfer its legal or beneficial interest in all or any portion of the Residential Parcel other than (i) a transfer to a Developer Affiliate, or (ii) a transfer of an indirect beneficial interest in Residential Developer by an investor in Residential Developer that does not have any control over the management of Residential Developer or (iii) Investor Intervention. Nothing in this provision shall prevent Residential Developer from conveying a financial interest in the Residential Parcel, Residential Developer and/or a Developer Affiliate to an institutional investor, joint venturer or lender that is providing financing and/or capital for or on behalf of either Residential Developer or a Developer Affiliate, so long as that Developer (or a Developer Affiliate), retains control of the Residential Construction Obligation. As used herein, "Investor Intervention" shall mean any direct or indirect equity investor in Residential Developer exercising its right to assume control of Residential Developer's performance of its construction obligations under this Agreement pursuant to the terms of the governing documents of Residential Developer or any Affiliate that owns a direct or indirect interest in Residential Developer.

C. Developer Affiliate. "Developer Affiliate" shall mean, with respect to any Person, (a) any other Person which directly or indirectly through one or more intermediaries controls, is controlled by, or is under common control with, (i) such Person or (ii) any general partner, manager or managing member of such Person; (b) any other Person 50% or more of the equity interest of which is held beneficially or of record by (i) such person or (ii) any general partner, manager or managing member of such Person, and (c) any general partner, limited partner or member of (i) such Person or (ii) any general partner or managing member of such Person. As used in the previous sentence, "control" means the possession, directly or indirectly, of the power to cause the direction of the management of a Person, whether through voting securities, by contract, family relationship or otherwise.

D. Binding Effect. All obligations assumed by each Developer under this Agreement shall be binding upon that Developer, and upon any and all of that Developer's heirs, successors, and assigns.

E. Excluded Assignments. This Section does not prohibit, nor require the Village's consent to, the collateral assignment of this Agreement to Developer's construction lender, or a permanent lender, if required thereby. If any mortgagee or institutional investor shall succeed to Developer's interest in the Property pursuant to the exercise of remedies under a mortgage or joint venture agreement, whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of Developer's interest in this Agreement, the Village hereby agrees to attorn to and recognize such party as the successor in interest to Developer for all purposes under this Agreement so long as such party accepts all of the obligations and liabilities of Developer hereunder and under the this Agreement and Final PUD Plan; provided, however, that:

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a. If such party accepts an assignment of Developer's interest under this Agreement, then such party has no liability under this Agreement for any Event of Default of Developer which accrued prior to the time such party succeeded to the interest of Developer under this Agreement (a "***Pre-Existing Default***"), in which case Developer shall remain solely responsible; but

b. No party who has succeeded to the interest of Developer under this Agreement shall have any right to any permit or approval from the Village to the extent that a Pre-Existing Default has resulted in noncompliance under the 2016 PUD Special Use Ordinance or this Agreement unless and until such noncompliance with the 2016 PUD Special Use Ordinance or this Agreement has been corrected.

If any mortgagee does not expressly accept an assignment developers' interest hereunder, then such party shall be entitled to no rights and benefits under this Agreement.

F. The Village. Notwithstanding anything herein to the contrary, the Village may not delegate its obligation hereunder or except as provided herein without the express written approval of Retail Developer and Residential Developer.

17.13 No Joint Venture, Agency or Partnership Created. Nothing in this Agreement, or any actions of the Parties to this Agreement, shall be construed by the Parties or any third person to create the relationship of a partnership, agency or joint venture between or among such parties.

17.14 Repealer. To the extent that any ordinance, resolution, rule, order or provision of the Village's code of ordinances, or any part thereof, is in conflict with the provisions of this Agreement, the provisions of this Agreement shall be controlling, to the extent lawful. Notwithstanding the foregoing, in the event of a conflict between this Agreement and Planned Unit Development Special Use Ordinance, the Planned Unit Development Special Use Ordinance shall control.

17.15 Term. Except as provided in this Section or as specified in other Sections of this Agreement, this Agreement shall remain in full force and effect for twenty-three (23) years from the date the TIF District was created, unless the Redevelopment Plan with respect to the Project is extended or until termination of the TIF District or until otherwise terminated pursuant to the terms of this Agreement.

17.16 Estoppel Certificates. Each of the Parties agrees to provide the other, upon not less than fifteen (15) days prior request, an estoppel certificate certifying that this Agreement is in full force and effect (unless such is not the case, in which such parties shall specify the basis for such claim), that the requesting party is not in default of any term, provision or condition of this Agreement beyond any applicable notice and cure provision (or specifying each such claimed default), and certifying such other matters reasonably requested by the requesting party.

17.17 Drafter Bias. The Parties acknowledge and agree that the terms of this Agreement are the result of on-going and extensive negotiations between the Parties, all of which are represented by independent counsel and that this Agreement is a compilation of said negotiations. As a result, in the event that a court is asked to interpret any portion of this agreement, none of its

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parties shall be deemed the drafter hereof and none shall be given the benefit of such presumption that may be set out by law.

17.18 Mutual Defense.

A. TIF District. In the event that litigation is commenced against the Village challenging the adoption of the TIF District on the limited procedural basis of the public hearing conducted by the Village, or the limited substantive basis of the qualification of the Property under Section 3(v) of the TIF Act, the Village and Developers agree to mutually defend such litigation, including the hiring of attorneys and consultants as deemed necessary and prudent and the splitting of the cost of such attorneys and consultants.

ARTICLE EIGHTEEN
REIMBURSEMENT OF PROFESSIONAL FEES

Up to a maximum of $100,000, Retail Developer shall reimburse Village for all professional fees incurred for the negotiation and preparation of this Agreement including but not limited to attorney's fees.

ARTICLE NINETEEN
RELEASE OF INFORMATION

Prior to any payments by the Village of any Sales Tax as provided for in this Agreement, Retail Developer and its retail tenants shall provide the Village with a limited power of attorney, addressed to and in a form satisfactory to the Illinois Department of Revenue, authorizing the Illinois Department of Revenue to release to the Village all gross revenue and Sales Tax information submitted by them to the Illinois Department of Revenue. Additionally, in the event that the Illinois Department of Revenue does not make available to the Village said documentation, Retail Developer and its retail tenants shall provide alternative documentation that details the amount of Sales Taxes paid to the Illinois Department of Revenue. The Village shall keep and maintain all such information confidential to the extent allowed by law, and shall permanently destroy such information and all copies thereof as soon as practicable after confirming the accuracy of such information.

ARTICLE TWENTY
EFFECTIVENESS

Retail Developer and Residential Developer shall execute this Agreement not later than 30 days after the Corporate Authorities' authorization of execution of this Agreement or else this Agreement will be deemed void.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed on or as of the day and year first above written.

SIGNATURES ON NEXT PAGE

Attachment: RDA- Final Draft 6.15.22 (O-2022-62 : Ordinance Approving a Redevelopment Agreement for the Clove PUD)

IN WITNESS THEREOF, the Village, Residential Developer, and Retail Developer have entered into this Agreement as of this _____ day of _____, 2022.

VILLAGE OF BUFFALO GROVE

By:_____

Name:_____

Title:_____

IMKD 5, LLC,
a Delaware limited liability company

By:_____

Name:_____

Title:_____

BGA RESIDENTIAL, LLC,
a Delaware limited liability company

By:_____

Name:_____

Title:_____

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Exhibit A - Project Legal Description

PARCEL 1:
LOT 3 IN BUFFALO GROVE TOWN CENTER UNIT 6, BEING A RESUBDIVISION OF LOTS 1 AND 3 IN BUFFALO GROVE TOWN CENTER UNIT 5 AND PART OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID BUFFALO GROVE TOWN CENTER UNIT 6, RECORDED OCTOBER 21, 1993 AS DOCUMENT 3419308, IN LAKE COUNTY, ILLINOIS.

PARCEL 2:
LOTS 1 AND 3 IN BUFFALO GROVE TOWN CENTER UNIT 8, BEING A RESUBDIVISION OF LOT 2 IN BUFFALO GROVE TOWN CENTER UNIT 5, IN THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID BUFFALO GROVE TOWN CENTER UNIT 8, RECORDED JULY 24, 1998 AS DOCUMENT 4173676, IN LAKE COUNTY, ILLINOIS.

PARCEL 2A:
RECIPROCAL EASEMENTS FOR THE BENEFIT OF PARCEL 2 AS CONTAINED IN AGREEMENT DATED JULY 28, 1998 AND RECORDED JULY 29, 1998 AS DOCUMENT 4176874 BY BUFFALO GROVE JOINT VENTURE AND EAGLE FOOD CENTERS, INC.

PARCEL 3:
LOT 1 IN BUFFALO GROVE TOWN CENTER UNIT 9, BEING A RESUBDIVISION OF LOTS 1 AND 2 IN BUFFALO GROVE TOWN CENTER UNIT 7, IN SECTION 33, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID BUFFALO GROVE CENTER UNIT 9, RECORDED OCTOBER 6, 1999 AS DOCUMENT 4431048, IN LAKE COUNTY, ILLINOIS.

EXCEPTING THAT PART OF LOT 1 TAKEN IN CASE 16ED9 ORDER RECORDED AS DOCUMENT 7487965 DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF SAID LOT 1; THENCE NORTHWESTERLY 19.12 FEET (19.17 FEET, RECORDED) ALONG THE EASTERLY LINE OF SAID LOT 1 ON A CURVE TO THE RIGHT HAVING A RADIUS OF 1497.69 FEET, THE CHORD OF SAID CURVE BEARS ON AN ILLINOIS COORDINATE SYSTEM NAD 83 (2007) EAST ZONE BEARING OF NORTH 9 DEGREES 38 MINUTES 39 SECONDS WEST, 19.12 FEET TO A POINT OF TANGENCY ON SAID EASTERLY LINE; THENCE NORTH 9 DEGREES 16 MINUTES 42 SECONDS WEST ALONG THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 295.83 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 80 DEGREES 43 MINUTES 31 SECONDS WEST, A DISTANCE OF 11.00 FEET; THENCE NORTH 9 DEGREES 16 MINUTES 29 SECONDS WEST, A DISTANCE OF 125.00 FEET; THENCE NORTH 80 DEGREES 43 MINUTES 31 SECONDS EAST, A DISTANCE OF 5.00 FEET; THENCE NORTH 9 DEGREES 16 MINUTES 29 SECONDS WEST, A DISTANCE OF 155.91 FEET; THENCE NORTH 4 DEGREES 43 MINUTES 33 SECONDS WEST, A DISTANCE OF 151.30 FEET; THENCE NORTH 9 DEGREES 16 MINUTES 29 SECONDS WEST, A DISTANCE OF 48.27 FEET; THENCE NORTH 80 DEGREES 43 MINUTES 31 SECONDS EAST, A DISTANCE OF 8.96 FEET TO THE EASTERLY LINE OF SAID LOT 1; THENCE SOUTH 9 DEGREES 16 MINUTES 42 SECONDS EAST ALONG THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 110.84 FEET TO AN ANGLE POINT ON SAID EASTERLY LINE; THENCE SOUTH 6 DEGREES 24 MINUTES 56 SECONDS EAST ALONG THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 100.11 FEET TO AN ANGLE POINT ON SAID EASTERLY LINE; THENCE SOUTH 9 DEGREES 16 MINUTES 42 SECONDS EAST ALONG THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 222.48 FEET TO A SOUTH LINE OF LOT 1; THENCE SOUTH 89 DEGREES 30 MINUTES 58 SECONDS WEST ALONG A SOUTH LINE OF SAID LOT 1, A DISTANCE OF 10.12 FEET TO THE EASTERLY LINE OF LOT 1; THENCE SOUTH 9 DEGREES 16 MINUTES 42 SECONDS EAST ALONG THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 48.24 FEET TO THE POINT OF BEGINNING

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PARCEL 3A;
EASEMENT FOR THE BENEFIT OF PARCELS 1, 2 AND 3, FOR DRAINAGE INTO RETENTION POND, AS CREATED BY THE DRAINAGE AND CONSTRUCTION EASEMENT AGREEMENT RECORDED NOVEMBER 30,1998 AS DOCUMENT NUMBER 4248745. OVER AND ACROSS THAT PART OF LOT 1 IN WALGREENS BUFFALO GROVE RESUBDIVISION, BEING A RESUBDIVISION OF PARTS OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 43 NORTH, AND PART OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN LAKE AND COOK COUNTIES, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE WEST LINE OF LOT 1 IN BUFFALO GROVE TOWN CENTER UNIT 1. BEING A SUBDIVISION IN SAID SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11 EAST, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 4,1988 AS DOCUMENT NUMBER 2737813, THAT POINT ALSO BEING THE NORTHEAST CORNER OF LOT 2 IN FIRNBACH SUBDIVISION, BEING A SUBDIVISION IN SAID SOUTHWEST 1/4 OF SECTION 33, RECORDED AS DOCUMENT NUMBER 1032913; THENCE SOUTH 22 DEGREES 19 MINUTES 24 SECONDS EAST, 41.50 FEET ALONG SAID WEST LINE; THENCE NORTH 85 DEGREES 58 MINUTES 44 SECONDS EAST, 202^9 FEET ALONG THE SOUTH LINE OF SAID LOT 1; THENCE SOUTH 12 DEGREES 25 MINUTES 09 SECONDS EAST. 215.71 FEET; THENCE SOUTH 81 DEGREES 00 MINUTES 00 SECONDS EAST, 25.38 FEET ALONG THE NORTH LINE OF FORMER SCHOOL LOT, ALSO BEING THE SOUTH LINE OF SAID LOT 1 TO THE POINT OF BEGINNING; THENCE SOUTH 31 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID SOUTH LINE, 108.72 FEET; THENCE SOUTH 55 DEGREES 09 MINUTES 42 SECONDS WEST, 80.43 FEET; THENCE NORTH 34 DEGREES 06 MINUTES 02 SECONDS WEST, 61.34 FEET TO THE POINT OF BEGINNING, ALL IN LAKE COUNTY, ILLINOIS.

Exhibit B

Certificate of Substantial Completion

The undersigned, the Village Manager of the Village of Buffalo Grove, Lake and Cook Counties, Illinois (the "Village"), hereby certifies that [Substantial Completion-Retail] [Substantial Completion-Residential], as that term is used and defined in the Redevelopment Agreement dated _____, 2022, among the Village, IMKD 5 LLC and BGA Residential, LLC, has occurred.

_____, 202_

_____

_____[name]

Village Manager

Attachment: Exhibits Combined (O-2022-62 : Ordinance Approving a Redevelopment Agreement for the Clove PUD)

EXHIBIT C

FUNDING CERTIFICATION
IMKD 5, LLC

Village Manager
Village of Buffalo Grove
50 Raupp Blvd
Buffalo Grove, IL 60089

Re: Economic Incentive and Tax Increment Allocation Financing Development Agreement by, between, and among the Village of Buffalo Grove, IL, BGA Residential LLC and IMKD 5, LLC, dated _____ (the "Agreement")

Terms not otherwise defined herein shall have the meanings ascribed to such terms in the *Agreement*. In connection with said Agreement, the undersigned hereby states and certifies that:

PROJECT NAME: The Clove, Buffalo Grove, Illinois (the "Project")

BORROWER NAME: IMKD 5, a Delaware limited liability company (the "Borrower")

Funding Certification #: _____

In connection with said Agreement, the undersigned hereby states and certifies that the following Funding Conditions have been fulfilled [as applicable]: paragraphs ____ of Section 6.2A of the Agreement and paragraphs _____ of Section 6.2B of the Agreement have been fulfilled.

[SIGNATURE PAGE TO FOLLOW]

Attachment: Exhibits Combined (O-2022-62 : Ordinance Approving a Redevelopment Agreement for the Clove PUD)

EXHIBIT C

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this ___ day of _____, 20___.

IMKD 5, LLC, a Delaware limited liability company

By: _____

Its: Authorized Signatory

Attachment: Exhibits Combined (O-2022-62 : Ordinance Approving a Redevelopment Agreement for the Clove PUD)

EXHIBIT D

CERTIFICATE REQUEST OF REDEVELOPMENT PROJECTS COSTS FOR THE [PUBLIC/PRIVATE] IMPROVEMENTS OF IMKD 5, LLC

Village Manager
Village of Buffalo Grove
50 Raupp Blvd
Buffalo Grove, IL 60089

Re: Economic Incentive and Tax Increment Allocation Financing Development Agreement by, between, and among the Village of Buffalo Grove, IL and IMKD 5, LLC, dated _____ (the "Agreement")

Terms not otherwise defined herein shall have the meanings ascribed to such terms in the *Agreement*. In connection with said Agreement, the undersigned hereby states and certifies that:

1. **Schedule 1** is incorporated herein by reference. Each listed item for which reimbursement is sought on **Schedule 1** hereto is a Redevelopment Project Cost and was incurred in connection with the Development. Identified on the attached Schedule 1 are the name of all contractors, subcontractors and/or suppliers who were paid directly by Developer and for which the amount identified herein shall reimburse Developer; also included as part of **Schedule 1** are all applicable sworn statements, paid invoices and lien waivers in relation to said contractors, subcontractors and/or suppliers as well as, bills, contracts and invoices relative to the items for which reimbursement is sought, and proof of payment of any said invoices. The information and documentation constituting Schedule 1 is accurate, verified and complete.

2. The Redevelopment Project Costs on **Schedule 1**: (i) were necessary for completion of the Development and (ii) have been paid by the Developer and are eligible for reimbursement and were incurred under the TIF Act, the Redevelopment Plan and the Agreement.

3. The Redevelopment Project Costs listed on **Schedule 1** have not previously been paid or reimbursed from money derived from Incremental Property Taxes or any money derived from any project fund established pursuant to the Agreement, and no part thereof has been included in any other Certificate of Redevelopment Project Costs previously filed with the Village.

Developer agrees that if prior to the time of acceptance by Village any matter certified to herein by it will not be true and correct in all material respects at such time as if then made, it will immediately so notify the Village. Except to the extent, if any, that prior to the time of the Village's approval of Redevelopment Project Costs for the Development, the Village shall receive written notice to the contrary from Developer, each matter certified to herein shall be deemed once again to be certified as true and correct at the date of approval of Redevelopment Project Costs as if then made.

Retailer Developer hereby requests that the Village approve this Certification Request in order to obtain disbursement from the TIF Funding Escrow.

[SIGNATURE PAGE TO FOLLOW]

Attachment: Exhibits Combined (O-2022-62 : Ordinance Approving a Redevelopment Agreement for the Clove PUD)

EXHIBIT D

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this ___ day of _____, 20___.

IMKD 5, LLC, a Delaware limited liability company

By: _____

Its: Authorized Signatory

Signed and sworn before me by _____

this ___ day of _____, 20___.

_____
Notary Public

APPROVED:

VILLAGE OF BUFFALO GROVE, ILLINOIS, an Illinois municipal corporation

By:_____

Name:_____

Title:_____

Attachment: Exhibits Combined (O-2022-62 : Ordinance Approving a Redevelopment Agreement for the Clove PUD)

Exhibit E

GUARANTY OF COMPLETION

THIS GUARANTY OF COMPLETION (the "**Guaranty**") is made as of _____, 2022, by **BGA RESIDENTIAL, LLC**, an Illinois limited liability company ("**Guarantor**") to **VILLAGE OF BUFFALO GROVE, ILLINOIS**, an Illinois municipal home rule corporation ("**Village**").

W I T N E S S E T H:

WHEREAS, Guarantor and Village have executed that certain Redevelopment Agreement dated of even date herewith (the "**Agreement**") for the redevelopment of real property located at the northwest corner Lake Cook and McHenry Roads in the Village and the construction of the Project (as defined in the Agreement) on said real property;

WHEREAS, Village is not willing to enter into the Agreement unless Guarantor unconditionally guarantees performance to Village of the Guaranteed Obligation (as herein defined); and

NOW, THEREFORE, as an inducement to Village to execute the Agreement, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Guarantors hereby agree as follows:

ARTICLE 1
DEFINED TERMS

Section 1.01 Defined Terms. Capitalized terms used in this Guaranty and not specifically defined in this Guaranty have the meaning provided in the Agreement.

ARTICLE 2
NATURE AND SCOPE OF GUARANTY

Section 2.01 Guaranty of Obligation. Guarantor hereby irrevocably and unconditionally covenants and agree that Guarantor is liable for the Guaranteed Obligation as primary obligor.

Section 2.02 Definition of Guaranteed Obligation. As used herein, the term "**Guaranteed Obligation**" means the prompt and complete and performance of the obligations of Residential Developer to construct and complete the Residential Project in accordance with Section 8.1.A and Section 8.1.B of the Agreement, free and clear of all defects and liens and in compliance with all laws, rules, permits, requirements and regulations of any governmental authority and in accordance with and subject to the requirements, conditions and limitations of the Agreement.

Section 2.03 Remedies of Village.

(a) Upon the occurrence of an Event of Default by Residential Developer under the Agreement in connection with its performance of the Guaranteed Obligation, Guarantor shall, on or prior to ten (10) days' after written demand by Village, commence performance of the Guaranteed Obligation and diligently pursue performance thereof to completion. If Guarantor fails to commence and pursue diligently the performance of the Guaranteed Obligation within the applicable time periods set forth in Section 15.1 of the Agreement after written demand by Village, then, either before or after pursuing any other remedy of Village against Guarantor and regardless of whether Village shall ever pursue any such other remedy, Village shall have the right to complete

Attachment: Exhibits Combined (O-2022-62 : Ordinance Approving a Redevelopment Agreement for the Clove PUD)

the Residential Project, or call upon any other reputable parties to complete the Residential Project in accordance with the Plans (as may be modified in accordance with the terms of the Agreement) prepared by Guarantor and approved by the Village in connection with the Residential Project and shall have the right to expend such reasonable sums as Village in its discretion deems proper in order to complete the Residential Project strictly in accordance with the Plans. During any construction undertaken by Village or by any other party on behalf of Village pursuant to this Section 2.03(a), Guarantor shall pay on demand all costs and expenses actually incurred by Village to complete the Residential Project in accordance with this Section 2.03(a). Village may at any time require Guarantor to perform or supervise the performance of such work in lieu of Village or any party engaged by Village.

(b) Guarantor agrees to indemnify, defend and hold Village harmless from and against any and all loss, damage, cost, expense, injury or liability Village may suffer or incur in connection with any claims by any third party brought as a result of the performance of the Guaranteed Obligations by Guarantor, except to the extent of any negligence or willful misconduct by Village.

(c) For purposes of this Section 2.03, the Project shall be deemed to be completed upon receipt by Village Manager of a Certificate of Substantial Completion with respect to Substantial Completion – Residential. Village shall cause the Village Manager to issue such certificate in accordance with the express terms of the Agreement.

ARTICLE 3
GENERAL TERMS AND CONDITIONS

Section 3.01 Nature of Guaranty. This Guaranty may not be revoked by Guarantor and shall continue to be effective with respect to any Guaranteed Obligation existing after any attempted revocation by Guarantor.

Section 3.02 Enforcement Costs. Guarantor hereby agrees to pay, on written demand by Village, all reasonable costs incurred by Village in collecting any amount payable under this Guaranty or enforcing or protecting its rights under the Guaranty, in each case whether legal proceedings are commenced. Such fees and expenses shall be in addition to the Guaranteed Obligation and shall include, without limitation, costs and expenses of counsel, court fees, costs incurred in connection with pre-trial, trial and appellate level proceedings (including discovery and expert witnesses), costs incurred in post-judgment collection efforts or in any bankruptcy proceeding to the extent such costs relate to the Guaranteed Obligations or the enforcement of this Guaranty. Amounts incurred by Village shall be immediately due and payable upon demand and shall bear interest at a rate of twelve percent (12%) *per annum* from the date of disbursement until paid in full upon. Guarantor's obligations under this Section 3.02 shall survive the performance of the Guaranteed Obligation.

Section 3.03 Cumulative Remedies. Guarantor acknowledges that, following an Event of Default, Village is entitled to exercise all rights and remedies at law or in equity as have been provided to Village under the Agreement and this Guaranty. All rights and remedies of Village are cumulative and may be exercised independently, concurrently or successively in Village's sole discretion and as often as occasion therefor shall arise. Village's delay or failure to exercise any remedy upon the occurrence of an Event of Default shall not be deemed a waiver of such right or remedy. No partial exercise by Village of any right or remedy will preclude further exercise thereof. Notice or demand given to Guarantor in any instance will not entitle Guarantor to notice or demand in similar or other circumstances nor constitute Village's waiver of its right to take any future action in any circumstance without notice or demand. Village

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shall not be deemed as a consequence of its delay or failure to act, or any forbearance granted, to have waived or be estopped from exercising any of its rights or remedies.

ARTICLE 4
MISCELLANEOUS

Section 4.01. Continuing Guaranty. This Guaranty shall in all respects be a continuing guaranty, remaining in full force and effect until all of Guarantor's obligations hereunder have been satisfied in full.

Section 4.02. Successors and Assigns. All obligations under this Guaranty shall be binding upon Guarantor and Guarantor's legal representatives, successors and assigns.

Section 4.03. Time of Essence. Time is of the essence of this Guaranty.

Section 4.04. Definitions; Captions; Gender. Any capitalized term not defined herein but defined in the Agreement shall have the same meaning herein as such term has in the Agreement. With respect to any reference in this Guaranty to any defined term: (a) if such defined term refers to a Person, or a trust, corporation, partnership or other entity, then such term shall also mean all heirs, personal representatives, successors and assigns of such Person or entity; and (b) if such defined term refers to a document, instrument or agreement, then such term shall also include any replacement, extension or other modification thereof. Captions contained in this Guaranty in no way define, limit or extend the scope or intent of their respective provisions. Use of the masculine, feminine or neuter gender and of singular and plural shall not be given the effect of any exclusion or limitation herein.

Section 4.05. Including Means without Limitation. The use in this Guaranty of the term "including", and related terms such as "include", shall in all cases mean "without limitation".

Section 4.06. Notices. Except for any notice required under applicable law to be given in another manner, any notice that Village or Guarantor may desire or be required to give under this Guaranty to any other party hereto shall be in writing and shall be deemed to have been properly given, served and received (i) if delivered by messenger, when delivered, (ii) if deposited in the United States certified or registered mail, postage prepaid, return receipt requested, on the third business day after depositing in the mail, or (iii) if delivered by reputable overnight express carrier, freight prepaid, the next business day after delivery to such carrier, addressed to such party as follows:

If to Guarantor:
BGA Residential, LLC
2250 Progress Parkway
Schaumburg, IL 60173
ATTN: Robert J. Kuker

With a copy to:
Levin Ginsburg
180 N. LaSalle Street, Suite 3200
Chicago, IL 60601
ATTN: Jeffrey Galkin, Esq.

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If to Village: Village of Buffalo Grove
50 Raupp Blvd.
Buffalo Grove, IL 60089
ATTN: Village Manager

With a copy to: Schain Banks
70 W. Madison Street, Suite 2300
Chicago, IL 60602
ATTN: Patrick T. Brankin

Any party may change the address to which notices may be sent by notice to the other party or parties as provided herein.

Section 4.07. Entire Agreement. This Guaranty and the Agreement constitute the entire agreement of Guarantor and Village and supersede any prior agreement with respect to the subject matter thereof.

Section 4.08. No Modification without Writing. This Guaranty may not be terminated or modified in any way nor can any right of Village or any obligation of Guarantor be waived or modified, except by a writing signed by Village and such Guarantor.

Section 4.09. Severability. Each provision of this Guaranty shall be interpreted so as to be effective and valid under applicable law, but if any provision of this Guaranty shall in any respect be ineffective or invalid under such law, such ineffectiveness or invalidity shall not affect the remainder of such provision or the remaining provisions of this Guaranty.

Section 4.10. Cumulative. The obligations of Guarantor hereunder are in addition to any other obligations Guarantor may now or hereafter have to Village. All rights and remedies of Village and all obligations of Guarantor under this Guaranty are cumulative. In addition, Village shall have all rights and remedies available to Village in law or equity for the enforcement of this Guaranty.

Section 4.11. Effect of Village's Delay or Action. No delay by Village in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by Village of any right or remedy shall preclude any other exercise thereof or the exercise of any other right or remedy. No action of Village permitted hereunder shall in any way impair or otherwise affect any right of Village or obligation of Guarantor under this Guaranty.

Section 4.12. Governing Law. This Guaranty has been delivered at Buffalo Grove, Illinois, and shall be construed under and governed by the internal laws of the State of Illinois. Guarantor acknowledges that Village may be irreparably harmed if required to institute or defend any action in any jurisdiction other than the United States District Court for the Northern District of Illinois or Lake County, Illinois. Therefore, Guarantor irrevocably (a) agrees that any suit, action or other legal proceeding relating to this Guaranty may be brought only in the Circuit Court of Lake County or in the United States District Court for the Northern District of Illinois, at Village's option; (b) consents to the jurisdiction of each such court in any such suit, action or proceeding; (c) waives any objection which Guarantors may have to the laying of venue in any such suit, action or proceeding in either such court; and (d) agrees to join Village in any petition for removal to either such court.

Attachment: Exhibits Combined (O-2022-62 : Ordinance Approving a Redevelopment Agreement for the Clove PUD)

Section 4.13. WAIVER OF JURY TRIAL. GUARANTOR WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, OR RELATED TO, THE SUBJECT MATTER OF THIS GUARANTY. THIS WAIVER IS KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY MADE BY GUARANTOR AND GUARANTOR ACKNOWLEDGES THAT NEITHER VILLAGE NOR ANY PERSON OR ENTITY ACTING ON BEHALF OF VILLAGE HAS MADE ANY REPRESENTATIONS OF FACT TO INDUCE THIS WAIVER OF TRAIL BY JURY OR HAS TAKEN ANY ACTIONS WHICH IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. GUARANTOR FURTHER ACKNOWLEDGES THAT GUARANTOR HAS BEEN REPRESENTED (OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED) IN THE SIGNING OF THIS GUARANTY AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, SELECTED OF GUARANTOR'S OWN FREE WILL, AND THAT GUARANTOR HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL. GUARANTOR FURTHER ACKNOWLEDGES THAT GUARANTOR HAS READ AND UNDERSTANDS THE MEANING AND RAMIFICATIONS OF THIS WAIVER PROVISION.

Section 4.14 Termination. This Guaranty and the Guaranteed Obligation shall automatically terminate and be void and of no force or effect upon the earliest to occur of (a) the date Village Manager delivers the Certificate of Substantial Completion-Retail, and (ii) the termination of the Agreement.

Section 4.15 Priority of Guaranty. [Village's right to take over construction should be subordinate to the rights under the completion guaranty provided by BGA to its lender and the take over rights of its limited partner]

[Signature Page Follows]

Attachment: Exhibits Combined (O-2022-62 : Ordinance Approving a Redevelopment Agreement for the Clove PUD)

SIGNED AND DELIVERED as of the date first written above.

GUARANTOR:

BGA RESIDENTIAL, LLC, an Illinois limited liability company

By: _____
Name: _____
Title: _____

Attachment: Exhibits Combined (O-2022-62 : Ordinance Approving a Redevelopment Agreement for the Clove PUD)

Exhibit F

GUARANTY OF COMPLETION

THIS GUARANTY OF COMPLETION (the "**Guaranty**") is made as of _____, 2022, by **IMKD5 LLC**, a Delaware limited liability company ("**Guarantor**") to **VILLAGE OF BUFFALO GROVE, ILLINOIS**, an Illinois municipal home rule corporation ("**Village**").

W I T N E S S E T H:

WHEREAS, Guarantor and Village have executed that certain Redevelopment Agreement dated of even date herewith (the "**Agreement**") for the redevelopment of real property located at the northwest corner Lake Cook and McHenry Roads in the Village and the construction of the Project (as defined in the Agreement) on said real property;

WHEREAS, Village is not willing to enter into the Agreement unless Guarantor guarantees performance to Village of the Guaranteed Obligation (as herein defined); and

NOW, THEREFORE, as an inducement to Village to execute the Agreement, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Guarantors hereby agree as follows:

ARTICLE 1
DEFINED TERMS

Section 1.01 Defined Terms. Capitalized terms used in this Guaranty and not specifically defined in this Guaranty have the meaning provided in the Agreement.

ARTICLE 2
NATURE AND SCOPE OF GUARANTY

Section 2.01 Guaranty of Obligation. Guarantor hereby irrevocably covenants and agrees that Guarantor is liable for the Guaranteed Obligation as primary obligor.

Section 2.02 Definition of Guaranteed Obligation. As used herein, the term "**Guaranteed Obligation**" means the prompt and complete performance of the obligations of Retail Developer to construct and complete the Retail Project in accordance with Section 8.1.A and Section 8.1.B of the Agreement, free and clear of all defects and liens and in compliance with all laws, rules, permits, requirements and regulations of any governmental authority and in accordance with and subject to the requirements, conditions and limitations of the Agreement.

Section 2.03 Remedies of Village.

(a) Upon the occurrence of an Event of Default by Retail Developer under the Agreement in connection with the performance of the Guaranteed Obligation, Guarantor shall, on or prior to ten (10) days' after such written demand by Village, commence performance of the Guaranteed Obligation and diligently pursue performance thereof to completion. If Guarantor fails to commence and pursue diligently the performance of the Guaranteed Obligation within the applicable period set forth in Section 15.1.A of the Agreement after written demand by Village, then, either before or after pursuing any other remedy of Village against Guarantor and regardless of whether Village shall ever pursue any such other remedy, Village shall have the right to complete

Attachment: Exhibits Combined (O-2022-62 : Ordinance Approving a Redevelopment Agreement for the Clove PUD)

the Retail Project, or call upon any other reputable parties to complete the Retail Project in accordance with the Plans (as may be modified in accordance with the terms of the Agreement) and shall have the right to expend such sums as Village in its discretion deems proper in order to complete the Retail Project. During any construction undertaken by Village or by any other party on behalf of Village pursuant to this Section 2.03(a), Guarantor shall pay on demand all costs and expenses actually incurred by Village to complete the Retail Project in accordance with this Section 2.03(a). Village may at any time require Guarantor to perform or supervise the performance of such work in lieu of Village or any party engaged by Village.

(b) Guarantor agrees to indemnify, defend and hold Village harmless from and against any and all loss, damage, cost, expense, injury or liability Village may suffer or incur in connection with any claims by any third party brought as a result of the performance of the Guaranteed Obligation by Guarantor.

(c) For purposes of this Section 2.03, the Retail Project shall be deemed to be completed upon issuance by Village Manager of a Certificate of Substantial Completion in respect of Substantial Completion - Retail. The Village shall cause the Village Manager to issue such certificate as and to the extent provided for in the Agreement.

ARTICLE 3
GENERAL TERMS AND CONDITIONS

Section 3.01 Nature of Guaranty. This Guaranty may not be revoked by Guarantor and shall continue to be effective with respect to any Guaranteed Obligation existing after any attempted revocation by Guarantor.

Section 3.02 Enforcement Costs. Guarantor hereby agrees to pay, on written demand by Village, all reasonable costs incurred by Village in collecting any amount payable under this Guaranty or enforcing or protecting its rights under the Guaranty, in each case whether legal proceedings are commenced. Such fees and expenses shall be in addition to the Guaranteed Obligation and shall include, without limitation, costs and expenses of counsel, court fees, costs incurred in connection with pre-trial, trial and appellate level proceedings (including discovery and expert witnesses), costs incurred in post-judgment collection efforts or in any bankruptcy proceeding to the extent such costs relate to the Guaranteed Obligations or the enforcement of this Guaranty. Amounts incurred by Village shall be immediately due and payable upon demand and shall bear interest at a rate of twelve percent (12%) *per annum* from the date of disbursement until paid in full upon. Guarantor's obligations under this Section 3.02 shall survive the performance of the Guaranteed Obligation.

Section 3.03 Cumulative Remedies. Guarantor acknowledges that, following an Event of Default, Village is entitled to exercise all rights and remedies at law or in equity as have been provided to Village under the Agreement and this Guaranty. All rights and remedies of Village are cumulative and may be exercised independently, concurrently or successively in Village's sole discretion and as often as occasion therefor shall arise. Village's delay or failure to exercise any remedy upon the occurrence of an Event of Default shall not be deemed a waiver of such right or remedy. No partial exercise by Village of any right or remedy will preclude further exercise thereof. Notice or demand given to Guarantor in any instance will not entitle Guarantor to notice or demand in similar or other circumstances nor constitute Village's waiver of its right to take any future action in any circumstance without notice or demand. Village shall not be deemed as a consequence of its delay or failure to act, or any forbearance granted, to have waived or be estopped from exercising any of its rights or remedies.

Attachment: Exhibits Combined (O-2022-62 : Ordinance Approving a Redevelopment Agreement for the Clove PUD)

ARTICLE 4
MISCELLANEOUS

Section 4.01 Continuing Guaranty. This Guaranty shall in all respects be a continuing guaranty, remaining in full force and effect until all of Guarantor's obligations hereunder have been satisfied in full.

Section 4.02 Successors and Assigns. All obligations under this Guaranty shall be binding upon Guarantor and Guarantor's legal representatives, successors and assigns.

Section 4.03 Time of Essence. Time is of the essence of this Guaranty.

Section 4.04 Definitions; Captions; Gender. Any capitalized term not defined herein but defined in the Agreement shall have the same meaning herein as such term has in the Agreement. With respect to any reference in this Guaranty to any defined term: (a) if such defined term refers to a Person, or a trust, corporation, partnership or other entity, then such term shall also mean all heirs, personal representatives, successors and assigns of such Person or entity; and (b) if such defined term refers to a document, instrument or agreement, then such term shall also include any replacement, extension or other modification thereof. Captions contained in this Guaranty in no way define, limit or extend the scope or intent of their respective provisions. Use of the masculine, feminine or neuter gender and of singular and plural shall not be given the effect of any exclusion or limitation herein.

Section 4.05 Including Means without Limitation. The use in this Guaranty of the term "including", and related terms such as "include", shall in all cases mean "without limitation".

Section 4.06 Notices. Except for any notice required under applicable law to be given in another manner, any notice that Village or Guarantor may desire or be required to give under this Guaranty to any other party hereto shall be in writing and shall be deemed to have been properly given, served and received (i) if delivered by messenger, when delivered, (ii) if deposited in the United States certified or registered mail, postage prepaid, return receipt requested, on the third business day after depositing in the mail, or (iii) if delivered by reputable overnight express carrier, freight prepaid, the next business day after delivery to such carrier, addressed to such party as follows:

If to Guarantor:
IMKD5 LLC
c/o Kensington Development Group
700 Commerce Drive, Suite 130
Oak Brook, IL 60523

With a copy to:
Seyfarth Shaw LLP
233 S. Wacker Drive, Suite 8000
Chicago, IL 60603
ATTN: Jeffrey Jahns and Kevin Woolf
jjahns@seyfarth.com

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If to Village:	Village of Buffalo Grove 50 Raupp Blvd. Buffalo Grove, IL 60089 ATTN: Village Manager
With a copy to:	Schain Banks 70 W. Madison Street, Suite 2300 Chicago, IL 60602 ATTN: Patrick T. Brankin

Any party may change the address to which notices may be sent by notice to the other party or parties as provided herein.

Section 4.07 Entire Agreement. This Guaranty and the Agreement constitute the entire agreement of Guarantor and Village and supersede any prior agreement with respect to the subject matter thereof.

Section 4.08 No Modification without Writing. This Guaranty may not be terminated or modified in any way nor can any right of Village or any obligation of Guarantor be waived or modified, except as provided in Section 4.14 below or by a writing signed by Village and such Guarantor.

Section 4.09 Severability. Each provision of this Guaranty shall be interpreted so as to be effective and valid under applicable law, but if any provision of this Guaranty shall in any respect be ineffective or invalid under such law, such ineffectiveness or invalidity shall not affect the remainder of such provision or the remaining provisions of this Guaranty.

Section 4.10 Cumulative. The obligations of Guarantor hereunder are in addition to any other obligations Guarantor may now or hereafter have to Village. All rights and remedies of Village and all obligations of Guarantor under this Guaranty are cumulative. In addition, Village shall have all rights and remedies available to Village in law or equity for the enforcement of this Guaranty.

Section 4.11 Effect of Village's Delay or Action. No delay by Village in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by Village of any right or remedy shall preclude any other exercise thereof or the exercise of any other right or remedy. No action of Village permitted hereunder shall in any way impair or otherwise affect any right of Village or obligation of Guarantor under this Guaranty.

Section 4.12 Governing Law. This Guaranty has been delivered at Buffalo Grove, Illinois, and shall be construed under and governed by the internal laws of the State of Illinois. Guarantor acknowledges that Village may be irreparably harmed if required to institute or defend any action in any jurisdiction other than the United States District Court for the Northern District of Illinois or Lake County, Illinois. Therefore, Guarantor irrevocably (a) agrees that any suit, action or other legal proceeding relating to this Guaranty may be brought only in the Circuit Court of Lake County or in the United States District Court for Northern District of Illinois, at Village's option; (b) consents to the jurisdiction of each such court in any such suit, action or proceeding;

Attachment: Exhibits Combined (O-2022-62 : Ordinance Approving a Redevelopment Agreement for the Clove PUD)

(c) waives any objection which Guarantors may have to the laying of venue in any such suit, action or proceeding in either such court; and (d) agrees to join Village in any petition for removal to either such court.

Section 4.13 WAIVER OF JURY TRIAL. GUARANTOR WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, OR RELATED TO, THE SUBJECT MATTER OF THIS GUARANTY. THIS WAIVER IS KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY MADE BY GUARANTOR AND GUARANTOR ACKNOWLEDGES THAT NEITHER VILLAGE NOR ANY PERSON OR ENTITY ACTING ON BEHALF OF VILLAGE HAS MADE ANY REPRESENTATIONS OF FACT TO INDUCE THIS WAIVER OF TRIAL BY JURY OR HAS TAKEN ANY ACTIONS WHICH IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. GUARANTOR FURTHER ACKNOWLEDGES THAT GUARANTOR HAS BEEN REPRESENTED (OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED) IN THE SIGNING OF THIS GUARANTY AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, SELECTED OF GUARANTOR'S OWN FREE WILL, AND THAT GUARANTOR HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL. GUARANTOR FURTHER ACKNOWLEDGES THAT GUARANTOR HAS READ AND UNDERSTANDS THE MEANING AND RAMIFICATIONS OF THIS WAIVER PROVISION.

Section 4.14 Termination. This Guaranty and the Guaranteed Obligation shall automatically terminate and be void and of no force or effect upon the earliest to occur of (a) the date Village Manager delivers the Certificate of Substantial Completion-Retail, and (ii) the termination of the Agreement.

Attachment: Exhibits Combined (O-2022-62 : Ordinance Approving a Redevelopment Agreement for the Clove PUD)

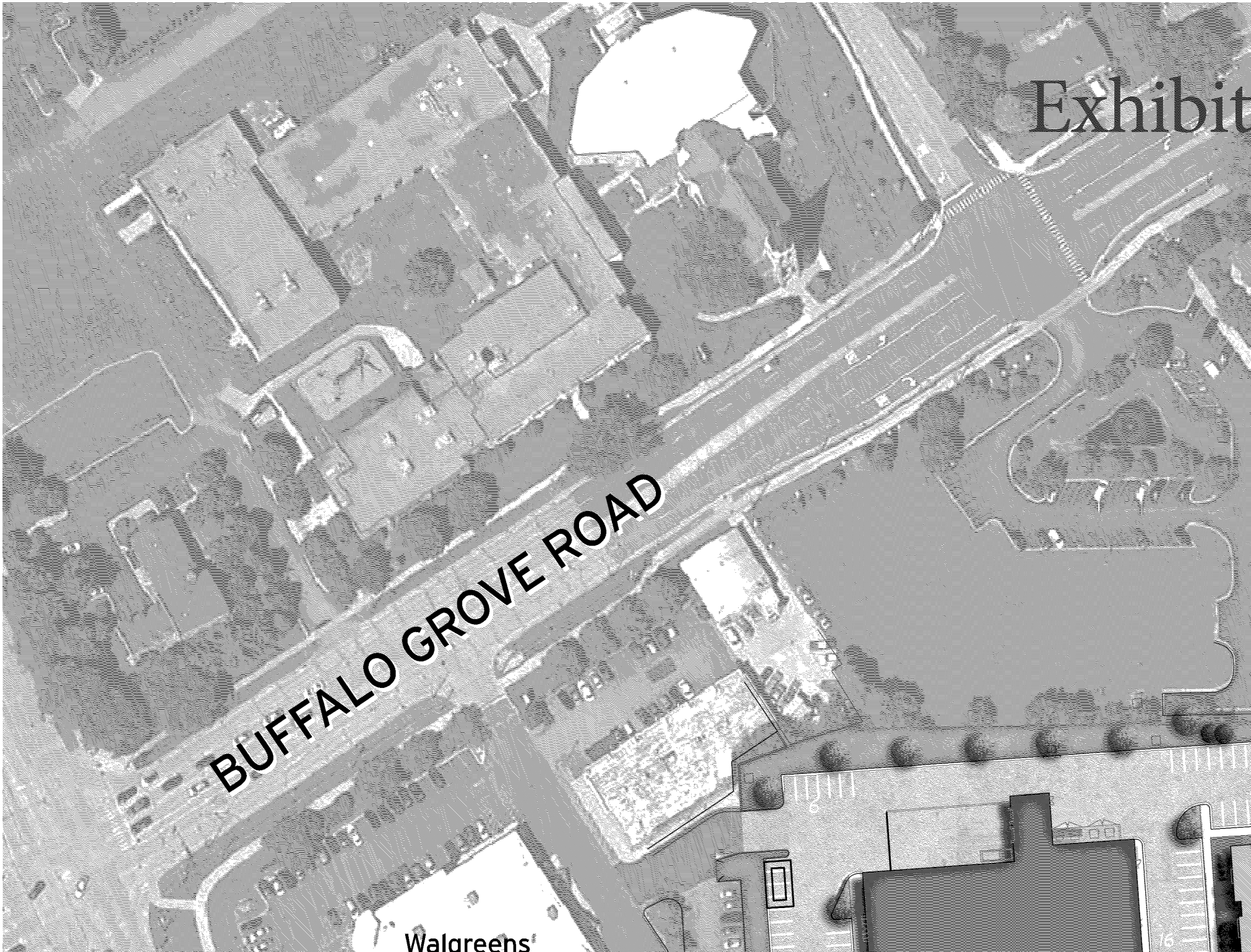
SIGNED AND DELIVERED as of the date first written above.

GUARANTOR:

IMKD5 LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

Attachment: Exhibits Combined (O-2022-62 : Ordinance Approving a Redevelopment Agreement for the Clove PUD)


Exhibit
BUFFALO GROVE ROAD
Walgreens

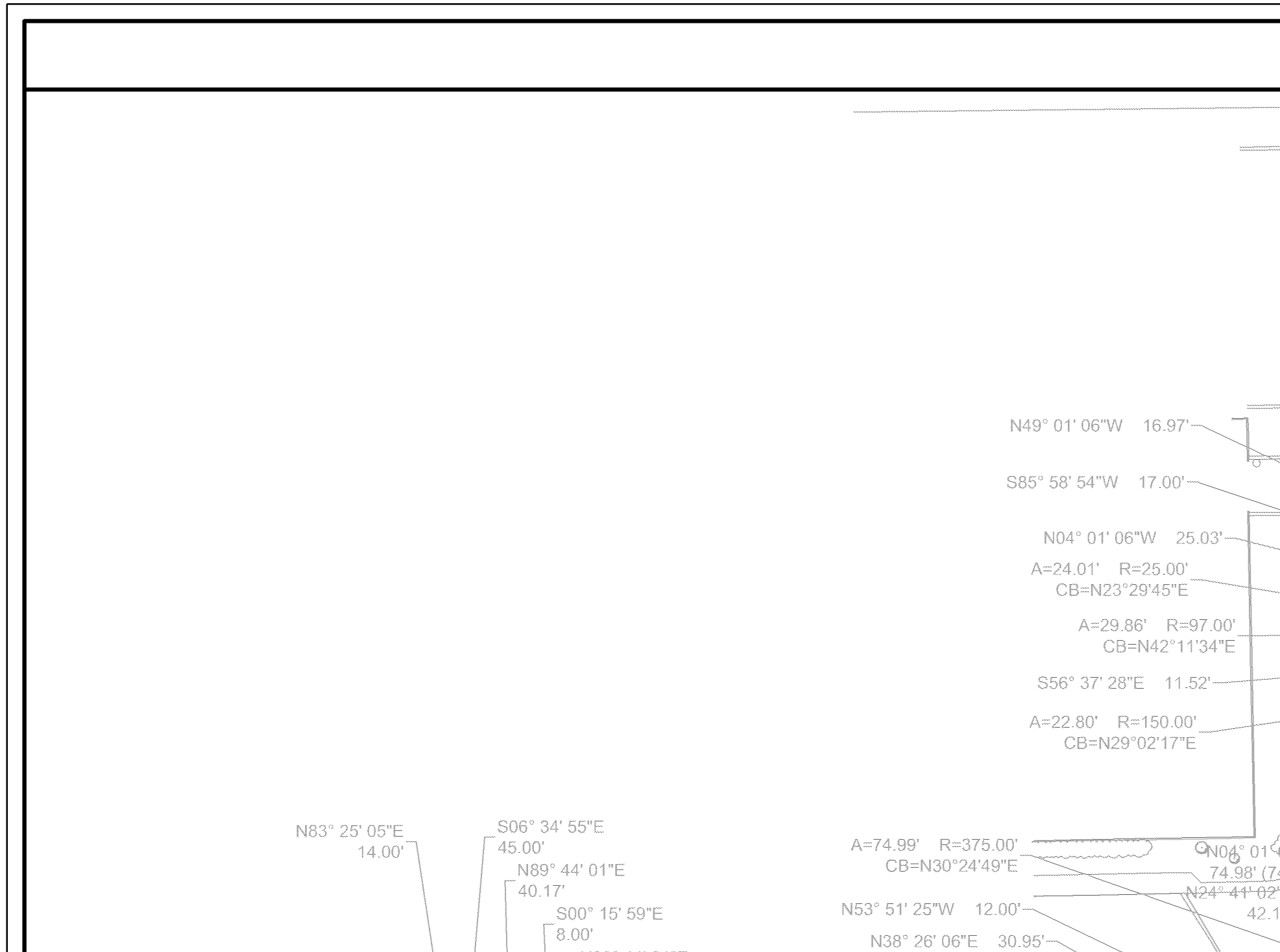

N49° 01' 06"W 16.97'
S85° 58' 54"W 17.00'
N04° 01' 06"W 25.03'
A=24.01' R=25.00'
CB=N23°29'45"E
A=29.86' R=97.00'
CB=N42°11'34"E
S56° 37' 28"E 11.52'
A=22.80' R=150.00'
CB=N29°02'17"E
N83° 25' 05"E
14.00'
S06° 34' 55"E
45.00'
N89° 44' 01"E
40.17'
S00° 15' 59"E
8.00'
A=74.99' R=375.00'
CB=N30°24'49"E
N53° 51' 25"W 12.00'
N38° 26' 06"E 30.95'

Exhibit H

The Clove - Village of Buffalo Grove
Projected and Partial TIF Eligible Costs

LINE ITEM:		COST
Land		23,950,000
Sitework:		
Lot 1 Detention		716,617
Lot 2 Grocer	Pad Development Work	2,015,404
Lot 3 GYG	Pad Development Work	673,709
Lot 4 BM Sitework	Pad Development Work	546,669
Lot 5 Park	Pad Development Work	25,000
Lot 6 Multi Tenant S of Old Checker	Pad Development Work	837,380
Lot 7 Mixed Use UrbanStreet	Pad Development Work	384,292
Lot 8 Old Checker	Pad Development Work	103,766
Lot 9 Buidling K	Pad Development Work	855,597
Lot 10 Chick fil A	Pad Development Work	232,096
Lot 11 North Entrance		54,298
Engineering:		
Engineer Fees		298,150
Landscape Design Fees		117,620
Geotechnical Survey		20,000
Environmental Soil Testing		2,000
Parking / Traffic Consultant		9,900
Construction Material Testing		130,000
On Site Inspection - Municipality		25,000
As-Built Survey		15,000
Construction Surveys		15,000
Financing:		
Interest		475,000
Loan Fees		12,250
Estimated Total TIF Eligible Costs		**31,514,748**

Attachment: Exhibits Combined (O-2022-62 : Ordinance Approving a Redevelopment Agreement for the Clove PUD)

Exhibit I

Form of TIF Funding Escrow

Owners TIF Escrow Trust and Disbursing Agreement
(No Title Insurance)

Escrow Trust No.: [_____]
Chicago Title and Trust Company, Escrow Trustee

ARTICLE 1: General Information

A. Owner:
Name: IMKD5, LLC
Address: 700 Commerce Drive
Suite 130
Oak Brook, Illinois 60523
Attention: Chad Jones
Email: chad@kensingtondev.com
Telephone No.: (630) 402-6061
Fax No.:

Attorney for Owner:
Seyfarth Shaw LLP
233 South Wacker Drive
Suite 8000
Chicago, Illinois 60606
Attention: Jeffrey Jahns
Email: jjahns@seyfarth.com
312-460-5819
312-460-7819

B. Village: VILLAGE OF BUFFALO GROVE
Address: 50 Raupp Boulevard
Buffalo Grove, IL

C. Escrow Trustee:
Name: Chicago Title and Trust Company, a corporation of Illinois (hereinafter known as CT&T Co.)
Address: 10 S. LaSalle St., Suite 3100
Chicago, IL 60603

Contact Person: _____
Telephone Number: 312-_____

D. Project Name: Buffalo Grove Town Center

Project Location: Buffalo Grove Town Center, Buffalo Grove, Illinois (NWC Lake Cook Road and McHenry Road)

E. Deposited Funds:
Amount of Deposits, if any, to be made by _____ as Indenture Trustee:
$TBD [circa $12-15m]

F. Billing Instructions:

Attachment: Exhibits Combined (O-2022-62 : Ordinance Approving a Redevelopment Agreement for the Clove PUD)

Title and Construction Escrow Charges are to be billed to: Owner, if not satisfied out of Deposited Funds or investment earnings.

Article 2: Recitals

A. Owner is acquiring and about to commence or has commenced construction of or rehabilitation of improvements on certain premises (the Project), described on Exhibit A , attached hereto and made a part hereof; and

Owner and Village are parties to that certain Redevelopment Agreement of approximately even date herewith (the Agreement); and

Pursuant to Section 7.2 of the Agreement, the parties have jointly requested CT&T Co. to act as Escrow Trustee and to provide a disbursing service for the payment of certain Project acquisition and construction costs and other related development costs. The Escrow established pursuant to this Escrow Agreement is the "TIF Funding Escrow" described in the Agreement.

B. The Owner, Village and Escrow Trustee agree as follows:

(1) _____, in its capacity as Indenture Trustee, will deposit or cause to be deposited the Deposited Funds with Escrow Trustee by wire transfer, which consist of certain proceeds of the sale of the Primary Note (as defined in the Agreement).
(2) Owner may deposit or cause to be deposited from time to time certain sums of money (the additional funds) in the form of a wire transfer, or certified or cashier's checks with Escrow Trustee; said additional deposits will not be made more frequently than once per calendar month.
(3) Escrow Trustee will disburse the funds to pay for Project acquisition, construction costs and related development costs pursuant to the provisions of this Escrow Agreement as hereinafter set forth. However, it is the intention of the parties named herein and signatory hereto that no person not a party signatory to this escrow shall have the right to look to the Escrow Trustee for any disbursement hereunder under a third party beneficiary theory or otherwise, and that the Escrow Trustee owes no duty to any such third party to make any disbursement.

Article 3: Procedures

A. Not more often than once each calendar quarter, Owner shall submit to the Village and Escrow Trustee written requests for certification of Redevelopment Project Costs in accordance with the Agreement. The Village shall inform Escrow Trustee from time to time if such certifications are granted and in what amount(s).
B. The Village shall review and approve all disbursement requests in accordance with this Escrow Agreement that are for TIF Eligible Expenses.
C. All disbursements pursuant to this Escrow Trust shall be for Redevelopment Project Costs in connection with the Project and shall be made in accordance with this

Attachment: Exhibits Combined (O-2022-62 : Ordinance Approving a Redevelopment Agreement for the Clove PUD)

Escrow Agreement, but Escrow Trustee shall rely exclusively on the approval by the Village of certification requests as conclusive evidence that the disbursements are for Redevelopment Project Costs.

D. Owner has established a separate construction loan escrow with Escrow Trustee (the Construction Loan Escrow) for making additional Project payments over and above the Deposited Funds. Escrow Trustee shall inform Construction Loan Escrow of all disbursements made pursuant to this Escrow Agreement.

E. If Deposited Funds remain and Owner determines that it will have no further Redevelopment Project Costs, then such remaining Deposited Funds shall be returned to the Indenture Trustee.

Article 4: Requirements

Prior to each disbursement of Deposited Funds by Escrow Trustee hereunder for payment of a person or entity entitled to file a lien under the Mechanics Lien Act, 770 ILCS 60/1, it is a requirement of this Escrow Agreement that the Owner shall furnish or cause to be furnished to the Escrow Trustee or to the escrow trustee of the Construction Loan Escrow the following:

A. A Sworn Owner's Statement disclosing the various contracts entered into by the Owner relating to the construction of the Project and setting forth the names of the contractors, their addresses, the kind of service, work or materials to be furnished, the amounts of such contracts, the amounts paid to date, if any, the amounts of current payments, if any, and the balance due, if any.
B. A Sworn Statement to Owner by the General Contractor setting forth the name and addresses of such persons furnishing labor, service or materials (i.e., subtrades and material suppliers), the kind of labor, service or materials to be furnished, the amounts of the contracts, amounts paid to date, if any, amounts of current payments, if any, and balance to become due, if any.
C. A written approval by Owner of the requested disbursement.
D. With respect to payment of construction costs:
   Statements, waivers, affidavits, supporting waivers, and releases of lien from such persons and in such form as may be required by CT&T Co. for the purpose of substantiating payment of the prior construction draw.
   Note: CT&T Co. will use the same care and diligence in the collection and examination of Sworn Statements, waivers, affidavits, supporting waivers and releases of liens, for the above purpose, as it would use were CT&T Co. required by this Escrow Agreement to furnish mechanics' lien title insurance coverage to a construction lender, and no greater.
   Note: If the funds are to be disbursed to the General Contractor rather than the subcontractors, the collection and examination of the required statements, waivers, etc. by the Escrow Trustee shall be not construed by the Owner as an assurance by CT&T Co. that the subcontractors have, in fact, been paid by the General Contractor.
E. Sufficient funds to cover the current disbursement request.

Article 5: General Conditions

A. Owner and Village understand and agree that Escrow Trustee's duties are to disburse the Deposited Funds pursuant to the provisions of this Escrow Agreement, and Escrow Trustee's liability arising from the performance of those duties regarding the release of mechanics' lien rights, shall extend only to those persons to whom Escrow Trustee is making payments, and only for those amounts being paid. Escrow Trustee has no liability for any lien rights associated with work previously completed, or completed by persons not receiving direct payments from Escrow Trustee.
B. Owner understands that Escrow Trustee makes no representation that a title insurance policy insuring over mechanics' lien claim will necessarily issue without additional title insurance underwriting requirements being met.

Attachment: Exhibits Combined (O-2022-62 : Ordinance Approving a Redevelopment Agreement for the Clove PUD)

C. Escrow Trustee assumes no responsibility concerning the sufficiency of funds deposited herein to complete the contemplated construction satisfactorily.
D. If the Escrow Trustee discovers a misstatement in an affidavit furnished by the General Contractor, it may stop disbursements until the misstatement has been corrected. Escrow Trustee may, at its option, verify information submitted by the General Contractor or may require the Owner to furnish verification by subcontractors or material suppliers.
E. The functions and duties assumed by Escrow Trustee include only those described in this Escrow Agreement and Escrow Trustee is not obligated to act except in accordance with the terms and conditions of this Escrow Agreement. Escrow Trustee does not insure that the Project will be completed, nor does it insure that the Project, when completed, will be in accordance with plans and specifications, nor that sufficient funds will be available for completion, nor does it make the certifications of the Inspector/Architect its own, nor does it assume any liability for the procurement of such certification as one of the conditions precedent to each disbursement.
F. Escrow Trustee has no liability for loss caused by any error in the certification furnished it hereunder as to work in place.
G. Escrow Trustee shall not be responsible for any loss of documents which such documents are not in its custody. Documents deposited in the United States Mail shall not be construed as being in custody of Escrow Trustee.
H. Deposited Funds made pursuant to these instructions may be invested on behalf of Owner; provided, however, that any direction to Escrow Trustee for such investment shall be expressed in writing and be accompanied by the taxpayer's identification number and such investment forms as may be required. Escrow Trustee will, upon request, furnish information concerning procedures and fee schedules for investment. Investment earnings shall be applied to Escrow Trustee's fees and any surplus shall be paid to Owner.
I. Except as to deposits of funds for which Escrow Trustee has received express written direction concerning investment or other handling, the parties hereto agree that the Escrow Trustee shall be under no duty to invest or reinvest any deposits at any time held by it hereunder; and, further, that Escrow Trustee may commingle such deposits with other deposits or with its own funds in the manner provided for the administration of funds under Section 2-8 of the Illinois Corporate Fiduciary Act (205 ILCS 620/2-8), and may use any part or all such funds for its own benefit without obligation to any party for interest or earnings derived thereby, if any. Provided, however, nothing herein shall diminish Escrow Trustee's obligation to apply the full amount of the Deposited Funds in accordance with the terms of this Escrow Agreement.
J. In the event the Escrow Trustee is requested to invest deposits hereunder, CT&T Co. is not to be held responsible for any loss of principal or interest which may be incurred as a result of making the investments or redeeming said investment for the purposes of this escrow trust.
K. N.B.: Escrow Charges are payable thirty (30) days after billing and shall be payable, first, out of the Deposited Funds, and thereafter out of investment earnings, but Owner shall be responsible for any balance. In the event escrow charges are not paid as agreed, CT&T Co. may terminate this Escrow Agreement upon thirty (30) day written notice to Owner and Village.

L. This Escrow Agreement shall not inure to the benefit of any parties other than the parties hereto, under a third party beneficiary theory or otherwise; and any liability to such parties is expressly disclaimed.

M. This Escrow Agreement shall terminate once all Deposited Funds and investment earnings have been disbursed and all Escrow Trustee fees have been paid.

In Witness Whereof, the undersigned have executed this Escrow Agreement this _____ day of _____, 2022.

OWNER: **IMKD5 LLC**,
a Delaware limited liability company

By:_____
Name:_____
Title:_____

VILLAGE: **VILLAGE OF BUFFALO GROVE,**

By:_____
Name:_____
Title:_____

ESCROW TRUSTEE: CHICAGO TITLE and TRUST COMPANY,

By:_____
_____
(Authorized Signatory)

Attachment: Exhibits Combined (O-2022-62 : Ordinance Approving a Redevelopment Agreement for the Clove PUD)

Exhibit J

REGISTERED
NO. _____

REGISTERED
$_____

UNITED STATES OF AMERICA
STATE OF ILLINOIS
COUNTIES OF LAKE AND COOK
VILLAGE OF BUFFALO GROVE
FIRST LIEN TAX INCREMENT REVENUE NOTE, SERIES 2022
(BUFFALO GROVE LAKE COOK ROAD PROJECT)

Interest	Final Maturity	Dated
Rate: _____%	Date: _____, 20__	Date: _____, 20__

Registered Owner:

Principal Amount:

KNOW ALL PERSONS BY THESE PRESENTS that the Village of Buffalo Grove, Lake and Cook Counties, Illinois, a municipality, home rule unit and political subdivision of the State of Illinois (the *"Village"*), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on or before the Maturity Date identified above, but solely from the sources hereinafter identified, the Outstanding Principal Amount of this Note in accordance with that certain Ordinance adopted by the President and Board of Trustees of the Village (the *"Corporate Authorities"*) on the 20th day of June, 2022, as supplemented by a related Note Order (the *"Note Ordinance"*), and that Redevelopment Agreement, dated _____, 2022 (the *"Redevelopment Agreement"*), by, between and among the Village and IMKD 5 LLC, a Delaware limited liability company (the *"Retail Developer"*), and BGA Residential, LLC, a Delaware limited liability company, and interest on such Outstanding Principal Amount at the Interest Rate set forth above (computed on the basis of a 360-day year of twelve 30-day months).

Principal, in accordance with the amortization schedule attached hereto as *Exhibit A* (the *"Amortization Schedule"*), and interest on this Note is payable from Village Funds (as defined in the Note Ordinance) on deposit in the First Lien Note and Interest Account of the Special Tax

Attachment: Exhibits Combined (O-2022-62 : Ordinance Approving a Redevelopment Agreement for the Clove PUD)

Allocation Fund of the Village created pursuant to the Note Ordinance. Principal of the Note is payable on January 1 of each year in accordance with the Amortization Schedule. Interest on the Note is due semi-annually on each January 1 and July 1, commencing January 1, 2023 (each an *"Interest Payment Date"*).

Interest when due shall be paid from the later of the Dated Date or from the most recent Interest Payment Date to which interest has been paid or duly provided for, until the principal amount of the Note is paid or duly provided for, from the First Lien Note and Interest Account. Payments shall first be applied to accrued and unpaid interest and then to principal.

The principal of this Note shall be payable by check of draft in lawful money of the United States of America upon presentation at the principal office maintained for the purpose by the Treasurer of the Village, as note registrar and paying agent (the *"Note Registrar"*). Interest on this Note shall be paid to the Registered Owner hereof as shown on the registration books of the Village maintained by the Note Registrar (the *"Register"*) at the close of business on the 15th day of the month next preceding the Interest Payment Date. Interest hereon shall be paid by check or draft of the Note Registrar, payable upon presentation thereof in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on the Register or at such other address furnished to the Note Registrar in writing or as directed by such Registered Owner, all as provided in the Note Ordinance. The Registered Owner of this Note shall note on the payment attached hereto as *Exhibit B* (the *"Payment Record"*) the amount and the date of any payment of the principal of this Note promptly upon receipt of such payment. In the event of any inconsistency between such Payment Record and the records of the Village, the records of the Village shall control, absent manifest error.

This Note is issued pursuant to Division 74.4 of Article 11 of the Illinois Municipal Code (the *"TIF Act"*), and all laws amendatory thereof and supplemental thereto, and specifically as

Attachment: Exhibits Combined (O-2022-62 : Ordinance Approving a Redevelopment Agreement for the Clove PUD)

supplemented by the Local Government Debt Reform Act, as amended, and the other Omnibus Bond Acts, as amended and as supplemented, and, where necessary, superseded, by the home rule powers of the Village under Section 6 of Article VII of the 1970 Constitution of Illinois, and the principal of and interest, and premium, if any, hereon are payable solely and only from the Village Funds on deposit in the First Lien Note and Interest Account, all in accordance with the provisions of the Note Ordinance and the Redevelopment Agreement. This Note is being issued for the purposes of paying or reimbursing the Retail Developer for certain TIF Eligible Expenses as described in the Redevelopment Agreement and as authorized by the TIF Act it has incurred in acquiring or constructing the Project (as defined in the Redevelopment Agreement). The cost of such acquisition or construction shall be deemed to be a disbursement of the proceeds of this Note.

This Note, together with the interest thereon, is a limited obligation of the Village, payable solely from the Village Funds on deposit in the First Lien Note and Interest Account as defined and described in the Note Ordinance and the Redevelopment Agreement. For the prompt payment of this Note, both principal and interest, as aforesaid, such Village Funds are hereby irrevocably pledged. THIS NOTE DOES NOT CONSTITUTE AN INDEBTEDNESS OF THE VILLAGE WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION. NO HOLDER OF THIS NOTE SHALL HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY TAXING POWER OF THE VILLAGE FOR PAYMENT OF PRINCIPAL HEREOF OR INTEREST HEREON. FAILURE TO PAY WHEN DUE ANY INSTALLMENT OF INTEREST OR ANY AMOUNT OF OUTSTANDING PRINCIPAL AMOUNT DUE TO INSUFFICIENCY OF THE VILLAGE FUNDS ON DEPOSIT IN THE FIRST LIEN NOTE AND INTEREST ACCOUNT, WHETHER AT STATED MATURITY, FINAL MATURITY OR OTHERWISE, SHALL IN NO EVENT BE DEEMED TO BE AN EVENT OF DEFAULT ON THIS NOTE UNLESS CAUSED BY A DEFAULT BY THE VILLAGE UNDER THE REDEVELOPMENT AGREEMENT.

Attachment: Exhibits Combined (O-2022-62 : Ordinance Approving a Redevelopment Agreement for the Clove PUD)

The Note Ordinance and the Redevelopment Agreement authorize the issuance of a Second Lien Note and Third Lien Note (each as defined in the Note Ordinance) payable from the Village Funds on a subordinate basis to the payments on the Note as further described in the Note Ordinance. The Second Lien Note is payable solely from Village Funds on hand in the Second Lien Note and Interest Account (as defined in the Note Ordinance), and the Third Lien Note is payable solely from Village Funds on hand in the Third Lien Note and Interest Account (as defined in the Note Ordinance). The holders of the Second Lien Note and the Third Lien Note will not have any claim for payment from any moneys on hand in the First Lien Note and Interest Account.

This Note is subject to redemption prior to maturity, at the option of the Village, in whole or in part, from any available funds, on _____, 2029, and on any date thereafter, at the redemption price of par plus accrued interest to the date fixed for redemption, and as further provided in the Note Ordinance. Notice of any such redemption shall be sent by registered or certified mail not less than twenty (20) days nor more than sixty (60) days prior to the date fixed for redemption to the registered owner of this Note at the address shown on the registration books of the Village maintained by the Registrar or at such other address as is furnished in writing by such Registered Owner to the Registrar.

This Note may not be offered, sold, pledged, assigned or otherwise transferred except to a Developer (as described in the Note Ordinance), an affiliate of a Developer or to a Qualified Purchaser (as defined in the Note Ordinance). Any offer, sale, pledge, assignment or transfer to a party other than a Developer, an affiliate of a Developer or a Qualified Purchaser is void, provided, however, that any assignment of the Note to a trustee of a trust selling certificates of participation in the Note for the benefit of Qualified Purchasers is expressly authorized. This Note may only be transferred in whole.

Attachment: Exhibits Combined (O-2022-62 : Ordinance Approving a Redevelopment Agreement for the Clove PUD)

Upon surrender hereof at the principal office maintained for the purpose by the Note Registrar, accompanied by a written instrument or instruments of transfer in form satisfactory to the Note Registrar and duly executed by the Registered Owner or an attorney for such owner duly authorized in writing, the Note Registrar shall register this Note in the name of the new Registered Owner on the registration grid provided herein, and shall also enter the name and address of the new registered owner in the Register.

The person in whose name this Note is registered on the Register shall be deemed and regarded as the absolute owner hereof for all purposes, and payment of the principal of or interest hereon shall be made only to or upon the order of the Registered Owner hereof or the owner's legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon this Note to the extent of the sum or sums so paid.

It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Note did exist, have happened, been done and performed in regular and due form and time as required by law, that Village hereby covenants and agrees that it has made provision for the segregation of the Village Funds and that it will properly account for said taxes and will comply with all the covenants of and maintain the funds and accounts as provided by the Note Ordinance and the Redevelopment Agreement.

This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Registrar.

Attachment: Exhibits Combined (O-2022-62 : Ordinance Approving a Redevelopment Agreement for the Clove PUD)

IN WITNESS WHEREOF the Village of Buffalo Grove, Lake and Cook Counties, Illinois, has caused this Note to be signed by the manual or duly authorized facsimile signatures of its President and Village Clerk and its corporate seal or a facsimile thereof to be hereunto affixed, all as of the date of delivery hereof.

_____
President, Village of Buffalo Grove,
Lake and Cook Counties, Illinois

Attest:

_____
Village Clerk, Village of Buffalo Grove
Lake and Cook Counties, Illinois

(SEAL)

Date of Authentication: _____

CERTIFICATE
OF
AUTHENTICATION

This Note is the Note described in the within-mentioned Note Ordinance and is the First Lien Tax Increment Revenue Note, Series 2022 (Buffalo Grove Lake Cook Road Project), of the Village of Buffalo Grove, Lake and Cook Counties, Illinois.

VILLAGE TREASURER, as Note Registrar

By_____
Village Treasurer, Village of Buffalo Grove,
Lake and Cook Counties, Illinois

Note Registrar and Paying Agent:
Village Treasurer
Village of Buffalo Grove, Illinois

Attachment: Exhibits Combined (O-2022-62 : Ordinance Approving a Redevelopment Agreement for the Clove PUD)

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

_____

_____

(Name and Address of Assignee)

the within Note and does hereby irrevocably constitute and appoint _____ as attorney to transfer the said Note on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____ _____

Signature guaranteed: _____

NOTICE: The signature to this transfer and assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

Attachment: Exhibits Combined (O-2022-62 : Ordinance Approving a Redevelopment Agreement for the Clove PUD)

EXHIBIT A

[AMORTIZATION SCHEDULE]

Attachment: Exhibits Combined (O-2022-62 : Ordinance Approving a Redevelopment Agreement for the Clove PUD)

EXHIBIT B

[PAYMENT RECORD]

Attachment: Exhibits Combined (O-2022-62 : Ordinance Approving a Redevelopment Agreement for the Clove PUD)

Exhibit K

REGISTERED
NO. _____

REGISTERED
$_____

UNITED STATES OF AMERICA
STATE OF ILLINOIS
COUNTIES OF LAKE AND COOK
VILLAGE OF BUFFALO GROVE
SECOND LIEN TAX INCREMENT REVENUE NOTE, SERIES 2022
(BUFFALO GROVE LAKE COOK ROAD PROJECT)

Interest	Final Maturity	Dated
Rate: _____%	Date: _____, 20__	Date: _____, 20__

Registered Owner:

Principal Amount:

KNOW ALL PERSONS BY THESE PRESENTS that the Village of Buffalo Grove, Lake and Cook Counties, Illinois, a municipality, home rule unit and political subdivision of the State of Illinois (the *"Village"*), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on or before the Maturity Date identified above, but solely from the sources hereinafter identified, the Outstanding Principal Amount of this Note in accordance with that certain Ordinance adopted by the President and Board of Trustees of the Village (the *"Corporate Authorities"*) on the 20th day of June, 2022, as supplemented by a related Note Order (the *"Note Ordinance"*), and that Redevelopment Agreement, dated _____, 2022 (the *"Redevelopment Agreement"*), by, between and among the Village and IMKD 5 LLC, a Delaware limited liability company (the *"Retail Developer"*), and BGA Residential, LLC, a Delaware limited liability company, and interest on such Outstanding Principal Amount at the Interest Rate set forth above (computed on the basis of a 360-day year of twelve 30-day months).

Principal, in accordance with the amortization schedule attached hereto as *Exhibit A* (the *"Amortization Schedule"*), and interest on this Note is payable from Village Funds (as defined in the Note Ordinance) on deposit in the Second Lien Note and Interest Account of the Special Tax

Attachment: Exhibits Combined (O-2022-62 : Ordinance Approving a Redevelopment Agreement for the Clove PUD)

Allocation Fund of the Village created pursuant to the Note Ordinance. Principal of the Note is payable on January 1 of each year in accordance with the Amortization Schedule. Interest on the Note is due semi-annually on each January 1 and July 1, commencing January 1, 2023 (each an *"Interest Payment Date"*).

Interest when due shall be paid from the later of the Dated Date or from the most recent Interest Payment Date to which interest has been paid or duly provided for, until the principal amount of the Note is paid or duly provided for, from the Second Lien Note and Interest Account. Payments shall first be applied to accrued and unpaid interest and then to principal.

The principal of this Note shall be payable by check of draft in lawful money of the United States of America upon presentation at the principal office maintained for the purpose by the Treasurer of the Village, as note registrar and paying agent (the *"Note Registrar"*). Interest on this Note shall be paid to the Registered Owner hereof as shown on the registration books of the Village maintained by the Note Registrar (the *"Register"*) at the close of business on the 15th day of the month next preceding the Interest Payment Date. Interest hereon shall be paid by check or draft of the Note Registrar, payable upon presentation thereof in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on the Register or at such other address furnished to the Note Registrar in writing or as directed by such Registered Owner, all as provided in the Note Ordinance. The Registered Owner of this Note shall note on the payment attached hereto as *Exhibit B* (the *"Payment Record"*) the amount and the date of any payment of the principal of this Note promptly upon receipt of such payment. In the event of any inconsistency between such Payment Record and the records of the Village, the records of the Village shall control, absent manifest error.

This Note is issued pursuant to Division 74.4 of Article 11 of the Illinois Municipal Code (the *"TIF Act"*), and all laws amendatory thereof and supplemental thereto, and specifically as

Attachment: Exhibits Combined (O-2022-62 : Ordinance Approving a Redevelopment Agreement for the Clove PUD)

supplemented by the Local Government Debt Reform Act, as amended, and the other Omnibus Bond Acts, as amended and as supplemented, and, where necessary, superseded, by the home rule powers of the Village under Section 6 of Article VII of the 1970 Constitution of Illinois, and the principal of and interest, and premium, if any, hereon are payable solely and only from the Village Funds on deposit in the Second Lien Note and Interest Account, all in accordance with the provisions of the Note Ordinance and the Redevelopment Agreement. This Note is being issued for the purposes of paying or reimbursing the Retail Developer for certain TIF Eligible Expenses as described in the Redevelopment Agreement and as authorized by the TIF Act it has incurred in acquiring or constructing the Project (as defined in the Redevelopment Agreement). The cost of such acquisition or construction shall be deemed to be a disbursement of the proceeds of this Note.

This Note, together with the interest thereon, is a limited obligation of the Village, payable solely from the Village Funds on deposit in the Second Lien Note and Interest Account as defined and described in the Note Ordinance and the Redevelopment Agreement. For the prompt payment of this Note, both principal and interest, as aforesaid, such Village Funds are hereby irrevocably pledged. THIS NOTE DOES NOT CONSTITUTE AN INDEBTEDNESS OF THE VILLAGE WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION. NO HOLDER OF THIS NOTE SHALL HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY TAXING POWER OF THE VILLAGE FOR PAYMENT OF PRINCIPAL HEREOF OR INTEREST HEREON. FAILURE TO PAY WHEN DUE ANY INSTALLMENT OF INTEREST OR ANY AMOUNT OF OUTSTANDING PRINCIPAL AMOUNT DUE TO INSUFFICIENCY OF THE VILLAGE FUNDS ON DEPOSIT IN THE SECOND LIEN NOTE AND INTEREST ACCOUNT, WHETHER AT STATED MATURITY, FINAL MATURITY OR OTHERWISE, SHALL IN NO EVENT BE DEEMED TO BE AN EVENT OF DEFAULT ON THIS NOTE UNLESS CAUSED BY A DEFAULT BY THE VILLAGE UNDER THE REDEVELOPMENT AGREEMENT.

Attachment: Exhibits Combined (O-2022-62 : Ordinance Approving a Redevelopment Agreement for the Clove PUD)

The Note Ordinance and the Redevelopment Agreement authorize the issuance of a First Lien Note (as defined in the Note Ordinance) payable from the Village Funds with a lien on the Village Funds senior to the lien of the Note with respect to the Village Funds, and a Third Lien Note (as defined in the Note Ordinance) payable from the Village Funds on a subordinate basis to the payments on the Note, all as further described in the Note Ordinance. The First Lien Note is payable solely from Village Funds on hand in the First Lien Note and Interest Account (as defined in the Note Ordinance), and the Third Lien Note is payable solely from Village Funds on hand in the Third Lien Note and Interest Account (as defined in the Note Ordinance). The holders of the First Lien Note and the Third Lien Note will not have any claim for payment from any moneys on hand in the Second Lien Note and Interest Account.

This Note is subject to redemption prior to maturity, at the option of the Village, in whole or in part, from any available funds, on _____, 2029, and on any date thereafter, at the redemption price of par plus accrued interest to the date fixed for redemption, and as further provided in the Note Ordinance. Notice of any such redemption shall be sent by registered or certified mail not less than twenty (20) days nor more than sixty (60) days prior to the date fixed for redemption to the registered owner of this Note at the address shown on the registration books of the Village maintained by the Registrar or at such other address as is furnished in writing by such Registered Owner to the Registrar.

This Note may not be offered, sold, pledged, assigned or otherwise transferred except to a Developer (as described in the Note Ordinance), an affiliate of a Developer or to a Qualified Purchaser (as defined in the Note Ordinance). Any offer, sale, pledge, assignment or transfer to a party other than a Developer, an affiliate of a Developer or a Qualified Purchaser is void, provided, however, that any assignment of the Note to a trustee of a trust selling certificates of participation

Attachment: Exhibits Combined (O-2022-62 : Ordinance Approving a Redevelopment Agreement for the Clove PUD)

in the Note for the benefit of Qualified Purchasers is expressly authorized. This Note may only be transferred in whole.

Upon surrender hereof at the principal office maintained for the purpose by the Note Registrar, accompanied by a written instrument or instruments of transfer in form satisfactory to the Note Registrar and duly executed by the Registered Owner or an attorney for such owner duly authorized in writing, the Note Registrar shall register this Note in the name of the new Registered Owner on the registration grid provided herein, and shall also enter the name and address of the new registered owner in the Register.

The person in whose name this Note is registered on the Register shall be deemed and regarded as the absolute owner hereof for all purposes, and payment of the principal of or interest hereon shall be made only to or upon the order of the Registered Owner hereof or the owner's legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon this Note to the extent of the sum or sums so paid.

It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Note did exist, have happened, been done and performed in regular and due form and time as required by law, that Village hereby covenants and agrees that it has made provision for the segregation of the Village Funds and that it will properly account for said taxes and will comply with all the covenants of and maintain the funds and accounts as provided by the Note Ordinance and the Redevelopment Agreement.

This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Registrar.

Attachment: Exhibits Combined (O-2022-62 : Ordinance Approving a Redevelopment Agreement for the Clove PUD)

IN WITNESS WHEREOF the Village of Buffalo Grove, Lake and Cook Counties, Illinois, has caused this Note to be signed by the manual or duly authorized facsimile signatures of its President and Village Clerk and its corporate seal or a facsimile thereof to be hereunto affixed, all as of the date of delivery hereof.

_____
President, Village of Buffalo Grove,
Lake and Cook Counties, Illinois

Attest:

_____
Village Clerk, Village of Buffalo Grove
Lake and Cook Counties, Illinois

(SEAL)

Date of Authentication: _____

CERTIFICATE
OF
AUTHENTICATION

This Note is the Note described in the within-mentioned Note Ordinance and is the Second Lien Tax Increment Revenue Note, Series 2022 (Buffalo Grove Lake Cook Road Project), of the Village of Buffalo Grove, Lake and Cook Counties, Illinois.

VILLAGE TREASURER, as Note Registrar

By_____
Village Treasurer, Village of Buffalo Grove,
Lake and Cook Counties, Illinois

Note Registrar and Paying Agent:
Village Treasurer
Village of Buffalo Grove, Illinois

Attachment: Exhibits Combined (O-2022-62 : Ordinance Approving a Redevelopment Agreement for the Clove PUD)

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

_____

_____

(Name and Address of Assignee)

the within Note and does hereby irrevocably constitute and appoint _____ as attorney to transfer the said Note on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____ _____

Signature guaranteed: _____

NOTICE: The signature to this transfer and assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

Attachment: Exhibits Combined (O-2022-62 : Ordinance Approving a Redevelopment Agreement for the Clove PUD)

EXHIBIT A

[AMORTIZATION SCHEDULE]

Attachment: Exhibits Combined (O-2022-62 : Ordinance Approving a Redevelopment Agreement for the Clove PUD)

EXHIBIT B

[PAYMENT RECORD]

Attachment: Exhibits Combined (O-2022-62 : Ordinance Approving a Redevelopment Agreement for the Clove PUD)

Exhibit L

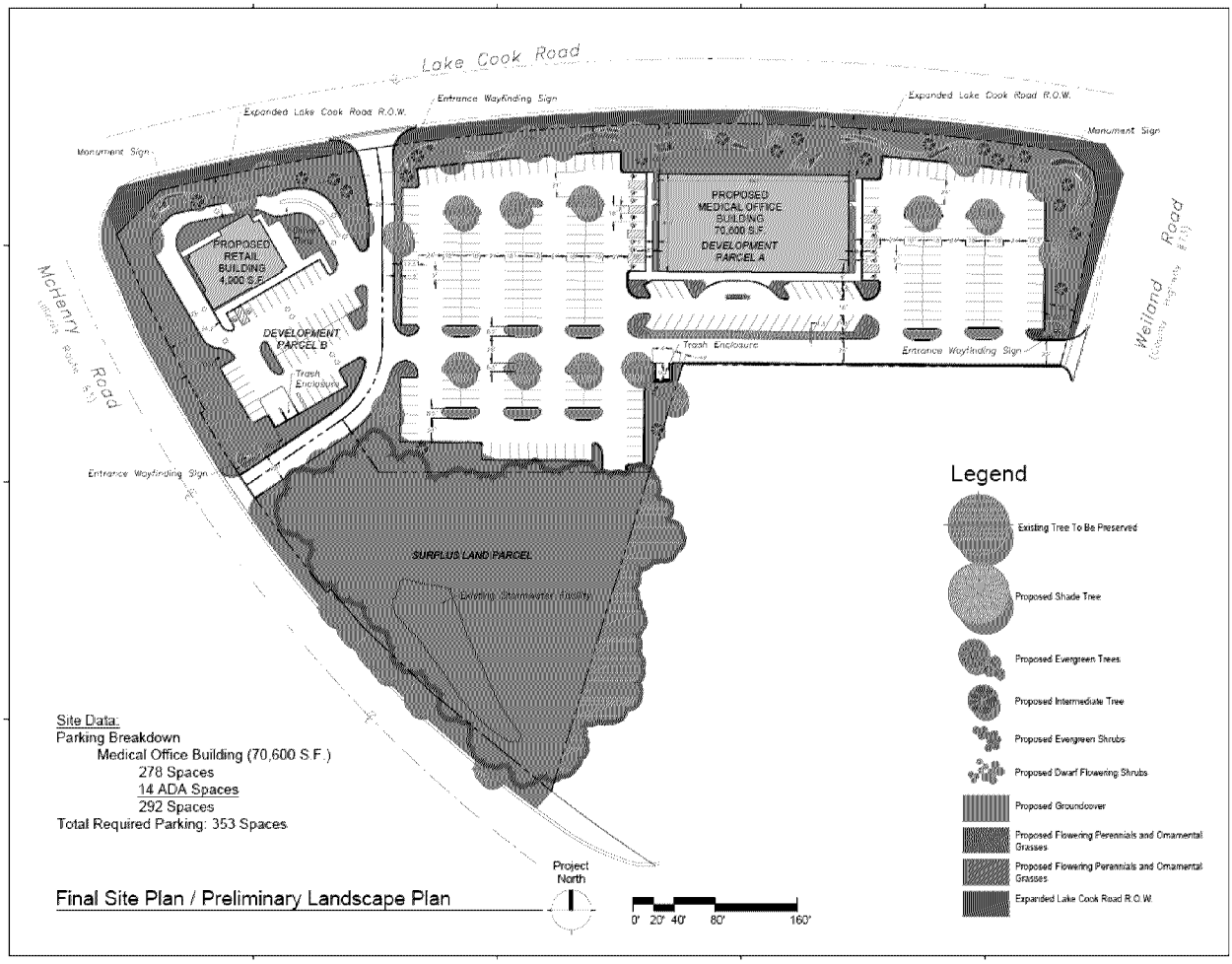
NCH Development

Legal

NCH BUFFALO GROVE OUTPATIENT CARE CENTER SUBDIVISION

BEING A SUBDIVISION OF PART OF LOT 1 IN NORTHWEST COMMUNITY HOSPITAL AMBULATORY CARE CENTER SUBDIVISION, PART OF LOT 1 IN NORTHWEST COMMUNITY HOSPITAL MEDICAL ARTS CENTER SUBDIVISION, BOTH IN THE SOUTH HALF OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALSO PART OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRICIPAL MERIDIAN, IN COOK AND LAKE COUNTIES, ILLINOIS.

Site Plan



Final Site Plan / Preliminary Landscape Plan

Attachment: Exhibits Combined (O-2022-62 : Ordinance Approving a Redevelopment Agreement for the Clove PUD)

EXHIBIT M

The following parcels were excluded from the analysis for the purposes of generating increment to support the Project. The excluded parcels are publicly owned, tax-exempt property:

Excluded parcels in Cook County:
304100001, 304100006, 304100011, 304100015, 304100020, 304100024, 304100025, 304102003, 304102004, 305122042, 305200009, 305201037, 305201038, 305201041, 305201042

Excluded parcels in Lake County:
1532300003, 1532300006, 1532309001, 1532400007, 1532400008, 1532405001, 1533300104, 1533300105, 1533300106, 1533301076, 1533303001, 1533304028, 1533304029, 1533304088, 1532300007, 1532400021, 1533404155

Attachment: Exhibits Combined (O-2022-62 : Ordinance Approving a Redevelopment Agreement for the Clove PUD)

Exhibit O

REGISTERED
NO. _____

REGISTERED
$_____

UNITED STATES OF AMERICA
STATE OF ILLINOIS
COUNTIES OF LAKE AND COOK
VILLAGE OF BUFFALO GROVE
[TAXABLE] THIRD LIEN TAX INCREMENT REVENUE NOTE, SERIES 20[__]
(BUFFALO GROVE LAKE COOK ROAD PROJECT))

Interest	Final Maturity	Dated
Rate: _____%	Date: _____, 20__	Date: _____, 20__

Registered Owner:

Principal Amount:

KNOW ALL PERSONS BY THESE PRESENTS that the Village of Buffalo Grove, Lake and Cook Counties, Illinois, a municipality, home rule unit and political subdivision of the State of Illinois (the *"Village"*), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on or before the Maturity Date identified above, but solely from the sources hereinafter identified, the Outstanding Principal Amount of this Note in accordance with that certain Ordinance adopted by the President and Board of Trustees of the Village (the *"Corporate Authorities"*) on the 20th day of June, 2022, as supplemented by a related Note Order (the *"Note Ordinance"*), and that Redevelopment Agreement, dated _____, 2022 (the *"Redevelopment Agreement"*), by, between and among the Village and IMKD 5 LLC, a Delaware limited liability company (the *"Retail Developer"*), and BGA Residential, LLC, a Delaware limited liability company, and interest on such Outstanding Principal Amount at the Interest Rate set forth above (computed on the basis of a 360-day year of twelve 30-day months).

Principal and interest on this Note is payable from amounts on deposit in the Third Lien Note and Interest Account created pursuant to the Note Ordinance (the *"Village Funds"*). Interest on the Note is due semi-annually on each January 1 and July 1, commencing _____,

Attachment: Exhibits Combined (O-2022-62 : Ordinance Approving a Redevelopment Agreement for the Clove PUD)

20__ (each an *"Interest Payment Date"*). Principal of the Note is payable on January 1 of each year (each a *"Principal Payment Date"*).

Interest when due shall be paid from the later of the Dated Date or from the most recent Interest Payment Date to which interest has been paid or duly provided for, until the principal amount of the Note is paid or duly provided for, from the Third Lien Note and Interest Account. Payments shall first be applied first to interest then due, second to interest past due, third to payments of principal past due, and fourth to payments of principal then due.

The principal of this Note shall be payable by check of draft in lawful money of the United States of America upon presentation at the principal office maintained for the purpose by the Treasurer of the Village, as note registrar and paying agent (the *"Note Registrar"*). Interest on this Note shall be paid to the Registered Owner hereof as shown on the registration books of the Village maintained by the Note Registrar (the *"Register"*) at the close of business on the 15th day of the month next preceding the Interest Payment Date. Interest hereon shall be paid by check or draft of the Note Registrar, payable upon presentation thereof in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on the Register or at such other address furnished to the Note Registrar in writing or as directed by such Registered Owner, all as provided in the Note Ordinance. The Registered Owner of this Note shall note on the payment attached hereto as *Exhibit A* (the *"Payment Record"*) the amount and the date of any payment of the principal of this Note promptly upon receipt of such payment. In the event of any inconsistency between such Payment Record and the records of the Village, the records of the Village shall control, absent manifest error.

This Note is issued pursuant to Division 74.4 of Article 11 of the Illinois Municipal Code (the *"TIF Act"*), and all laws amendatory thereof and supplemental thereto, and specifically as supplemented by the Local Government Debt Reform Act, as amended, and the other Omnibus

Attachment: Exhibits Combined (O-2022-62 : Ordinance Approving a Redevelopment Agreement for the Clove PUD)

Bond Acts, as amended and as supplemented, and, where necessary, superseded, by the home rule powers of the Village under Section 6 of Article VII of the 1970 Constitution of Illinois, and the principal of and interest, and premium, if any, hereon are payable solely and only from the Village Funds on deposit in the Third Lien Note and Interest Account, all in accordance with the provisions of the Note Ordinance and the Redevelopment Agreement. This Note is being issued for the purposes of paying or reimbursing the Retail Developer for certain eligible Redevelopment Project Costs as described in the Redevelopment Agreement and as authorized by the TIF Act it has incurred in acquiring or constructing the Project (as defined in the Redevelopment Agreement). The cost of such acquisition or construction shall be deemed to be a disbursement of the proceeds of this Note.

This Note, together with the interest thereon, is a limited obligation of the Village, payable solely from the Village Funds on deposit in the Third Lien Note and Interest Account as defined and described in the Note Ordinance and the Redevelopment Agreement. For the prompt payment of this Note, both principal and interest, as aforesaid, such Village Funds are hereby irrevocably pledged. THIS NOTE DOES NOT CONSTITUTE AN INDEBTEDNESS OF THE VILLAGE WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION. NO HOLDER OF THIS NOTE SHALL HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY TAXING POWER OF THE VILLAGE FOR PAYMENT OF PRINCIPAL HEREOF OR INTEREST HEREON. FAILURE TO PAY WHEN DUE ANY INSTALLMENT OF INTEREST OR ANY AMOUNT OF OUTSTANDING PRINCIPAL AMOUNT DUE TO INSUFFICIENCY OF THE VILLAGE FUNDS ON DEPOSIT IN THE THIRD LIEN NOTE AND INTEREST ACCOUNT, WHETHER AT STATED MATURITY, FINAL MATURITY OR OTHERWISE, SHALL IN NO EVENT BE DEEMED TO BE AN EVENT OF DEFAULT ON THIS NOTE UNLESS CAUSED BY A DEFAULT BY THE VILLAGE UNDER THE REDEVELOPMENT AGREEMENT.

Attachment: Exhibits Combined (O-2022-62 : Ordinance Approving a Redevelopment Agreement for the Clove PUD)

The Note Ordinance and the Redevelopment Agreement authorize the issuance of a First Lien Note and a Second Lien Note (each as defined in the Note Ordinance) payable from the Village Funds with a lien senior to the lien of the Note on the Village Funds as further described in the Note Ordinance. The First Lien Note is payable solely from Village Funds on hand in the First Lien Note and Interest Account (as defined in the Note Ordinance), and the Second Lien Note is payable solely from Village Funds on hand in the Second Lien Note and Interest Account (as defined in the Note Ordinance). The holders of the First Lien Note and the Second Lien Note will not have any claim for payment from any moneys on hand in the Third Lien Note and Interest Account.

This Note is subject to redemption prior to maturity, at the option of the Village, in whole or in part, from any available funds, on any date at the redemption price of par plus accrued interest to the date fixed for redemption, and as further provided in the Note Ordinance. Notice of any such redemption shall be sent by registered or certified mail not less than twenty (20) days nor more than sixty (60) days prior to the date fixed for redemption to the registered owner of this Note at the address shown on the registration books of the Village maintained by the Registrar or at such other address as is furnished in writing by such Registered Owner to the Registrar.

This Note may only assigned, offered, sold, pledged or otherwise transferred as set forth in the Redevelopment Agreement.

Upon surrender hereof at the principal office maintained for the purpose by the Note Registrar, accompanied by a written instrument or instruments of transfer in form satisfactory to the Note Registrar and duly executed by the Registered Owner or an attorney for such owner duly authorized in writing, the Note Registrar shall register this Note in the name of the new Registered Owner on the registration grid provided herein, and shall also enter the name and address of the new registered owner in the Register.

Attachment: Exhibits Combined (O-2022-62 : Ordinance Approving a Redevelopment Agreement for the Clove PUD)

The person in whose name this Note is registered on the Register shall be deemed and regarded as the absolute owner hereof for all purposes, and payment of the principal of or interest hereon shall be made only to or upon the order of the Registered Owner hereof or the owner's legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon this Note to the extent of the sum or sums so paid.

It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Note did exist, have happened, been done and performed in regular and due form and time as required by law, that Village hereby covenants and agrees that it has made provision for the segregation of the Village Funds and that it will properly account for said taxes and will comply with all the covenants of and maintain the funds and accounts as provided by the Note Ordinance and the Redevelopment Agreement.

This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Registrar.

Attachment: Exhibits Combined (O-2022-62 : Ordinance Approving a Redevelopment Agreement for the Clove PUD)

IN WITNESS WHEREOF the Village of Buffalo Grove, Lake and Cook Counties, Illinois, has caused this Note to be signed by the manual or duly authorized facsimile signatures of its President and Village Clerk and its corporate seal or a facsimile thereof to be hereunto affixed, all as of the date of delivery hereof.

_____
President, Village of Buffalo Grove,
Lake and Cook Counties, Illinois

Attest:

_____
Village Clerk, Village of Buffalo Grove
Lake and Cook Counties, Illinois

(SEAL)

Date of Authentication: _____

CERTIFICATE
OF
AUTHENTICATION

This Note is the Note described in the within-mentioned Note Ordinance and is the [Taxable] Third Lien Tax Increment Revenue Note, Series 20__ (Buffalo Grove Lake Cook Road Project), of the Village of Buffalo Grove, Lake and Cook Counties, Illinois.

VILLAGE TREASURER, as Note Registrar

By_____
Village Treasurer, Village of Buffalo Grove,
Lake and Cook Counties, Illinois

Note Registrar and Paying Agent:
Village Treasurer
Village of Buffalo Grove, Illinois

Attachment: Exhibits Combined (O-2022-62 : Ordinance Approving a Redevelopment Agreement for the Clove PUD)

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

_____

_____

(Name and Address of Assignee)

the within Note and does hereby irrevocably constitute and appoint _____ as attorney to transfer the said Note on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____ _____

Signature guaranteed: _____

NOTICE: The signature to this transfer and assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

Attachment: Exhibits Combined (O-2022-62 : Ordinance Approving a Redevelopment Agreement for the Clove PUD)

EXHIBIT A

[PAYMENT RECORD]

Attachment: Exhibits Combined (O-2022-62 : Ordinance Approving a Redevelopment Agreement for the Clove PUD)

The Clove - Village of Buffalo Grove
Total Project Costs

SUMMARY OF PROJECT COST		COST
Land	$	23,950,000
Sitework		7,474,166
Building Shell		12,618,336
Tenant Finish		4,049,720
Governmental Fees		859,872
Architectural/Engineering		1,146,020
Legal and Closing		1,000,000
Loan Fees		218,000
Construction Interest		821,971
Property Taxes		200,000
Leasing Commissions		1,668,622
Insurance		40,000
Development Fees		1,580,077
TOTAL PROJECT COST	**$**	**55,626,784**

Section 7.4: Total Project Cost Compliance. At the time of issuance of a Certificate of Substantial Completion-Retail and the Third Lien Note, the Retail Developer shall provide supporting documentation to the Village including, but not limited to, certified records of project costs such as an owner's sworn statement. If these records indicate that the Retail Developer's total project costs were less than originally contemplated at the time of approval of this Agreement and as specified in this Exhibit, the face amount of the Third Lien Note shall be reduced, in the Village's sole discretion, by an amount equal to fifty percent (50%) of the difference between the total amount in this Exhibit and the actual project costs

Attachment: Exhibits Combined (O-2022-62 : Ordinance Approving a Redevelopment Agreement for the Clove PUD)

EXHIBIT Q

Annual Inflationary EAV by PIN (Lake County Only) [1]

	Frozen Base EAV	Current EAV																						
PIN#	2018	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	
15-32-308-001	$606,408	$561,230	$572,455	$583,904	$595,582	$607,493	$619,643	$632,036	$644,677	$657,570	$670,722	$684,136	$697,819	$711,775	$726,011	$740,531	$755,342	$770,449	$785,857	$801,575	$817,606	$833,958	$850,637	$86
15-32-308-002	$1,568,358	$1,354,178	$1,381,262	$1,408,887	$1,437,065	$1,465,806	$1,495,122	$1,525,024	$1,555,525	$1,586,635	$1,618,368	$1,650,735	$1,683,750	$1,717,425	$1,751,774	$1,786,809	$1,822,545	$1,858,996	$1,896,176	$1,934,100	$1,972,782	$2,012,237	$2,052,482	$2,09
15-32-308-004	$59,435	$61,716	$62,950	$64,209	$65,494	$66,803	$68,139	$69,502	$70,892	$72,310	$73,756	$75,231	$76,736	$78,271	$79,836	$81,433	$83,062	$84,723	$86,417	$88,146	$89,909	$91,707	$93,541	$9
15-32-308-007	$2,281,962	$1,739,003	$1,773,783	$1,809,259	$1,845,444	$1,882,353	$1,920,000	$1,958,400	$1,997,568	$2,037,519	$2,078,270	$2,119,835	$2,162,232	$2,205,476	$2,249,586	$2,294,578	$2,340,469	$2,387,278	$2,435,024	$2,483,725	$2,533,399	$2,584,067	$2,635,748	$2,68
15-32-308-017	$447,423	$464,603	$473,895	$483,373	$493,040	$502,901	$512,959	$523,218	$533,683	$544,356	$555,244	$566,348	$577,675	$589,229	$601,014	$613,034	$625,294	$637,800	$650,556	$663,567	$676,839	$690,376	$704,183	$71
15-32-308-018	$396,924	$245,788	$250,704	$255,718	$260,832	$266,049	$271,370	$276,797	$282,333	$287,980	$293,739	$299,614	$305,606	$311,719	$317,953	$324,312	$330,798	$337,414	$344,163	$351,046	$358,067	$365,228	$372,533	$37
15-32-308-019	$1,092,050	$1,133,982	$1,156,662	$1,179,795	$1,203,391	$1,227,459	$1,252,008	$1,277,048	$1,302,589	$1,328,641	$1,355,213	$1,382,318	$1,409,964	$1,438,163	$1,466,927	$1,496,265	$1,526,190	$1,556,714	$1,587,849	$1,619,606	$1,651,998	$1,685,038	$1,718,738	$1,75
15-32-308-020	$473,998	$300,407	$306,415	$312,543	$318,794	$325,170	$331,674	$338,307	$345,073	$351,975	$359,014	$366,194	$373,518	$380,989	$388,608	$396,381	$404,308	$412,394	$420,642	$429,055	$437,636	$446,389	$455,317	$46
15-32-308-021	$84,355	$87,594	$89,346	$91,133	$92,955	$94,815	$96,711	$98,645	$100,618	$102,630	$104,683	$106,777	$108,912	$111,090	$113,312	$115,578	$117,890	$120,248	$122,653	$125,106	$127,608	$130,160	$132,763	$13
15-32-310-003	$1,042	$1,082	$1,104	$1,126	$1,148	$1,171	$1,195	$1,219	$1,243	$1,268	$1,293	$1,319	$1,345	$1,372	$1,400	$1,428	$1,456	$1,485	$1,515	$1,545	$1,576	$1,608	$1,640	$
15-32-310-004	$1,042	$1,082	$1,104	$1,126	$1,148	$1,171	$1,195	$1,219	$1,243	$1,268	$1,293	$1,319	$1,345	$1,372	$1,400	$1,428	$1,456	$1,485	$1,515	$1,545	$1,576	$1,608	$1,640	$
15-33-301-039	$502,926	$522,237	$532,682	$543,335	$554,202	$565,286	$576,592	$588,124	$599,886	$611,884	$624,122	$636,604	$649,336	$662,323	$675,569	$689,081	$702,862	$716,919	$731,258	$745,883	$760,801	$776,017	$791,537	$80
15-33-301-077	$426,630	$443,013	$451,873	$460,911	$470,129	$479,532	$489,122	$498,905	$508,883	$519,060	$529,442	$540,030	$550,831	$561,848	$573,085	$584,546	$596,237	$608,162	$620,325	$632,732	$645,386	$658,294	$671,460	$68
15-33-301-175	$344,709	$362,578	$369,830	$377,226	$384,771	$392,466	$400,315	$408,322	$416,488	$424,818	$433,314	$441,981	$450,820	$459,837	$469,033	$478,414	$487,982	$497,742	$507,697	$517,851	$528,208	$538,772	$549,547	$56
15-33-301-178	$373,572	$987,633	$1,007,386	$1,027,533	$1,048,084	$1,069,046	$1,090,427	$1,112,235	$1,134,480	$1,157,169	$1,180,313	$1,203,919	$1,227,997	$1,252,557	$1,277,609	$1,303,161	$1,329,224	$1,355,808	$1,382,925	$1,410,583	$1,438,795	$1,467,571	$1,496,922	$1,52
15-33-301-179	$1,541,385	$1,030,208	$1,050,812	$1,071,828	$1,093,265	$1,115,130	$1,137,433	$1,160,182	$1,183,385	$1,207,053	$1,231,194	$1,255,818	$1,280,934	$1,306,553	$1,332,684	$1,359,338	$1,386,524	$1,414,255	$1,442,540	$1,471,391	$1,500,819	$1,530,835	$1,561,452	$1,59
15-33-302-013	$77,705	$78,196	$79,760	$81,355	$82,982	$84,642	$86,335	$88,061	$89,823	$91,619	$93,451	$95,320	$97,227	$99,171	$101,155	$103,178	$105,242	$107,346	$109,493	$111,683	$113,917	$116,195	$118,519	$12
15-33-302-014	$93,119	$84,696	$86,390	$88,118	$89,880	$91,678	$93,511	$95,381	$97,289	$99,235	$101,220	$103,244	$105,309	$107,415	$109,563	$111,755	$113,990	$116,269	$118,595	$120,967	$123,386	$125,854	$128,371	$13
15-33-302-015	$76,206	$77,558	$79,109	$80,691	$82,305	$83,951	$85,630	$87,343	$89,090	$90,872	$92,689	$94,543	$96,434	$98,362	$100,330	$102,336	$104,383	$106,471	$108,600	$110,772	$112,987	$115,247	$117,552	$11
15-33-304-001	$71,795	$74,553	$76,044	$77,565	$79,116	$80,699	$82,313	$83,959	$85,638	$87,351	$89,098	$90,880	$92,697	$94,551	$96,442	$98,371	$100,339	$102,345	$104,392	$106,480	$108,610	$110,782	$112,997	$11
15-33-304-003	$1,032	$1,071	$1,092	$1,114	$1,137	$1,159	$1,182	$1,206	$1,230	$1,255	$1,280	$1,306	$1,332	$1,358	$1,385	$1,413	$1,441	$1,470	$1,500	$1,530	$1,560	$1,591	$1,623	$
15-33-304-114	$160	$166	$169	$173	$176	$180	$183	$187	$191	$194	$198	$202	$206	$211	$215	$219	$223	$228	$232	$237	$242	$247	$252	
15-33-304-115	$526,526	$546,743	$557,678	$568,831	$580,208	$591,812	$603,648	$615,721	$628,036	$640,597	$653,408	$666,477	$679,806	$693,402	$707,270	$721,416	$735,844	$750,561	$765,572	$780,884	$796,501	$812,431	$828,680	$84
15-33-304-117	$243,006	$252,339	$257,386	$262,533	$267,784	$273,140	$278,603	$284,175	$289,858	$295,655	$301,568	$307,600	$313,752	$320,027	$326,427	$332,956	$339,615	$346,407	$353,336	$360,402	$367,610	$374,962	$382,462	$39
15-33-304-161	$1,035,017	$980,575	$1,000,187	$1,020,190	$1,040,594	$1,061,406	$1,082,634	$1,104,287	$1,126,372	$1,148,900	$1,171,878	$1,195,315	$1,219,222	$1,243,606	$1,268,478	$1,293,848	$1,319,725	$1,346,119	$1,373,042	$1,400,503	$1,428,513	$1,457,083	$1,486,225	$1,51
15-33-304-164	$264,038	$274,177	$279,661	$285,254	$290,959	$296,778	$302,714	$308,768	$314,943	$321,242	$327,667	$334,220	$340,905	$347,723	$354,677	$361,771	$369,006	$376,386	$383,914	$391,592	$399,424	$407,413	$415,561	$42
15-33-304-165	$611,866	$576,948	$588,487	$600,257	$612,262	$624,507	$636,997	$649,737	$662,732	$675,987	$689,506	$703,296	$717,362	$731,710	$746,344	$761,271	$776,496	$792,026	$807,866	$824,024	$840,504	$857,314	$874,461	$89
15-33-304-212	$251,020	$260,659	$265,872	$271,190	$276,613	$282,146	$287,789	$293,544	$299,415	$305,404	$311,512	$317,742	$324,097	$330,579	$337,190	$343,934	$350,813	$357,829	$364,986	$372,285	$379,731	$387,326	$395,072	$40
15-33-304-223	$131,632	$136,687	$139,421	$142,209	$145,053	$147,954	$150,913	$153,932	$157,010	$160,151	$163,354	$166,621	$169,953	$173,352	$176,819	$180,356	$183,963	$187,642	$191,395	$195,223	$199,127	$203,110	$207,172	$21
15-33-305-002	$223,289	$222,379	$226,827	$231,363	$235,990	$240,710	$245,524	$250,435	$255,444	$260,552	$265,763	$271,079	$276,500	$282,030	$287,671	$293,424	$299,293	$305,279	$311,384	$317,612	$323,964	$330,443	$337,052	$34

[1] Assumes 2% annual inflationary cap

Attachment: Exhibits Combined (O-2022-62 : Ordinance Approving a Redevelopment Agreement for the

EXHIBIT Q

Annual Inflationary Incremental Property Tax Revenue Generation by PIN (Lake County Only)

	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	
15-32-308-001	$0	$0	$0	$0	$102	$1,246	$2,414	$3,604	$4,818	$6,057	$7,320	$8,609	$9,923	$11,264	$12,632	$14,026	$15,449	$16,900	$18,381	$19,890	$21,431	$23,001	$2
15-32-308-002	$0	$0	$0	$0	$0	$0	$0	$0	$1,721	$4,710	$7,758	$10,868	$14,039	$17,274	$20,574	$23,939	$27,372	$30,874	$34,445	$38,088	$41,804	$45,594	$4
15-32-308-004	$215	$331	$450	$571	$694	$820	$948	$1,079	$1,213	$1,349	$1,488	$1,629	$1,774	$1,921	$2,072	$2,225	$2,382	$2,541	$2,704	$2,870	$3,039	$3,212	$
15-32-308-007	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$1,188	$5,510	$9,919	$14,415	$19,002	$23,680	$28,452	$33,319	$3
15-32-308-017	$1,618	$2,493	$3,386	$4,296	$5,225	$6,172	$7,138	$8,124	$9,129	$10,154	$11,200	$12,267	$13,355	$14,465	$15,597	$16,752	$17,930	$19,131	$20,356	$21,606	$22,881	$24,181	$2
15-32-308-018	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	
15-32-308-019	$3,949	$6,085	$8,264	$10,486	$12,753	$15,065	$17,423	$19,828	$22,282	$24,785	$27,337	$29,941	$32,597	$35,306	$38,069	$40,887	$43,762	$46,694	$49,685	$52,735	$55,847	$59,021	$6
15-32-308-020	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	
15-32-308-021	$305	$470	$638	$810	$985	$1,164	$1,346	$1,532	$1,721	$1,914	$2,112	$2,313	$2,518	$2,727	$2,941	$3,158	$3,380	$3,607	$3,838	$4,074	$4,314	$4,559	$
15-32-310-003	$4	$6	$8	$10	$12	$14	$17	$19	$21	$24	$26	$29	$31	$34	$36	$39	$42	$45	$47	$50	$53	$56	
15-32-310-004	$4	$6	$8	$10	$12	$14	$17	$19	$21	$24	$26	$29	$31	$34	$36	$39	$42	$45	$47	$50	$53	$56	
15-33-301-039	$1,819	$2,802	$3,806	$4,829	$5,873	$6,938	$8,024	$9,132	$10,262	$11,414	$12,590	$13,789	$15,012	$16,259	$17,532	$18,830	$20,154	$21,504	$22,882	$24,286	$25,719	$27,181	$2
15-33-301-077	$1,543	$2,377	$3,229	$4,097	$4,982	$5,885	$6,807	$7,746	$8,705	$9,683	$10,680	$11,697	$12,735	$13,793	$14,872	$15,973	$17,097	$18,242	$19,410	$20,602	$21,818	$23,058	$2
15-33-301-175	$1,683	$2,366	$3,062	$3,773	$4,498	$5,237	$5,991	$6,760	$7,545	$8,345	$9,161	$9,993	$10,843	$11,709	$12,592	$13,493	$14,413	$15,350	$16,306	$17,282	$18,277	$19,292	$2
15-33-301-178	$57,832	$59,692	$61,590	$63,525	$65,499	$67,513	$69,567	$71,662	$73,799	$75,978	$78,201	$80,469	$82,782	$85,141	$87,548	$90,003	$92,506	$95,060	$97,665	$100,322	$103,032	$105,796	$10
15-33-301-179	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$1,890	$
15-33-302-013	$46	$194	$344	$497	$653	$813	$975	$1,141	$1,310	$1,483	$1,659	$1,839	$2,022	$2,208	$2,399	$2,593	$2,792	$2,994	$3,200	$3,410	$3,625	$3,844	$
15-33-302-014	$0	$0	$0	$0	$0	$37	$213	$393	$576	$763	$954	$1,148	$1,346	$1,549	$1,755	$1,966	$2,180	$2,399	$2,623	$2,851	$3,083	$3,320	$
15-33-302-015	$127	$273	$422	$574	$729	$888	$1,049	$1,213	$1,381	$1,552	$1,727	$1,905	$2,087	$2,272	$2,461	$2,654	$2,850	$3,051	$3,255	$3,464	$3,677	$3,894	$
15-33-304-001	$260	$400	$543	$690	$839	$991	$1,146	$1,304	$1,465	$1,630	$1,797	$1,969	$2,143	$2,321	$2,503	$2,688	$2,877	$3,070	$3,267	$3,467	$3,672	$3,880	$
15-33-304-003	$4	$6	$8	$10	$12	$14	$16	$19	$21	$23	$26	$28	$31	$33	$36	$39	$41	$44	$47	$50	$53	$56	
15-33-304-114	$1	$1	$1	$2	$2	$2	$3	$3	$3	$4	$4	$4	$5	$5	$6	$6	$6	$7	$7	$8	$8	$9	
15-33-304-115	$1,904	$2,934	$3,984	$5,056	$6,149	$7,263	$8,400	$9,560	$10,743	$11,950	$13,180	$14,436	$15,716	$17,022	$18,355	$19,713	$21,099	$22,513	$23,955	$25,426	$26,926	$28,457	$3
15-33-304-117	$879	$1,354	$1,839	$2,334	$2,838	$3,352	$3,877	$4,413	$4,958	$5,515	$6,083	$6,663	$7,254	$7,857	$8,471	$9,099	$9,738	$10,391	$11,056	$11,735	$12,428	$13,134	$1
15-33-304-161	$0	$0	$0	$525	$2,485	$4,485	$6,524	$8,604	$10,725	$12,889	$15,097	$17,348	$19,645	$21,987	$24,376	$26,814	$29,299	$31,835	$34,421	$37,059	$39,750	$42,494	$4
15-33-304-164	$955	$1,471	$1,998	$2,535	$3,083	$3,642	$4,213	$4,794	$5,387	$5,993	$6,610	$7,239	$7,881	$8,536	$9,204	$9,886	$10,581	$11,290	$12,013	$12,751	$13,503	$14,270	$1
15-33-304-165	$0	$0	$0	$37	$1,191	$2,367	$3,567	$4,791	$6,039	$7,312	$8,611	$9,936	$11,287	$12,665	$14,071	$15,505	$16,967	$18,459	$19,981	$21,533	$23,116	$24,731	$2
15-33-304-212	$908	$1,399	$1,900	$2,410	$2,931	$3,463	$4,005	$4,558	$5,122	$5,697	$6,284	$6,882	$7,493	$8,115	$8,751	$9,398	$10,059	$10,733	$11,421	$12,122	$12,837	$13,567	$
15-33-304-223	$476	$734	$996	$1,264	$1,537	$1,816	$2,100	$2,390	$2,686	$2,988	$3,295	$3,609	$3,929	$4,256	$4,589	$4,928	$5,275	$5,628	$5,989	$6,357	$6,732	$7,114	$
15-33-305-002	$0	$333	$760	$1,196	$1,641	$2,094	$2,557	$3,028	$3,509	$4,000	$4,501	$5,011	$5,532	$6,063	$6,605	$7,158	$7,722	$8,297	$8,883	$9,482	$10,092	$10,714	$1
Total Gross Revenue	**$74,530**	**$85,727**	**$97,236**	**$109,537**	**$124,726**	**$141,295**	**$158,335**	**$175,715**	**$195,164**	**$216,235**	**$237,727**	**$259,650**	**$282,010**	**$304,818**	**$329,270**	**$357,322**	**$385,934**	**$415,119**	**$444,887**	**$475,251**	**$506,222**	**$539,702**	**$57**
Total Net Revenue [1]	**$70,804**	**$81,441**	**$92,374**	**$104,060**	**$118,489**	**$134,230**	**$150,418**	**$166,929**	**$185,406**	**$205,423**	**$225,841**	**$246,667**	**$267,910**	**$289,577**	**$312,807**	**$339,456**	**$366,637**	**$394,363**	**$422,643**	**$451,488**	**$480,911**	**$512,717**	**$54**

[1] Total Net Revenue after 5% Admin Fee

Attachment: Exhibits Combined (O-2022-62 : Ordinance Approving a Redevelopment Agreement for the

Exhibit R

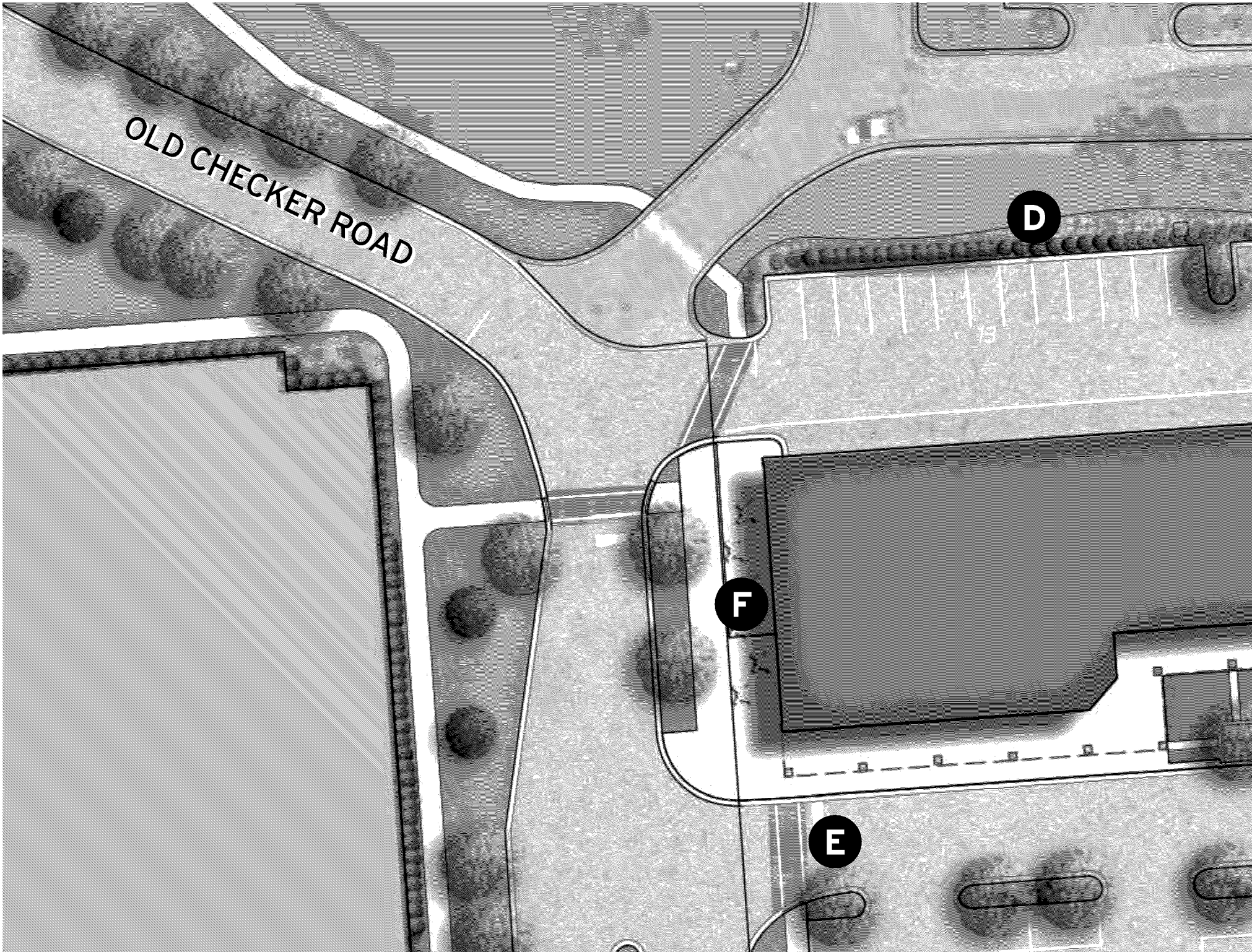


Post Office Parking Area

Notes

1. The Village will use its best efforts to work with the Post Office to provide additional off-site parking in the area shown.
2. Additional areas that may also be considered, subject to a separate agreement and approval, include:
   i. Buffalo Grove Park District Community Arts Center
   ii. Village of Buffalo Grove Village Hall

Attachment: Exhibits Combined (O-2022-62 : Ordinance Approving a Redevelopment Agreement for the Clove PUD)


OLD CHECKER ROAD
D
F
E

DECIDUOUS TREES



Ginkgo biloba ‘Princeton Sentry’
Princeton Sentry Maidenhair Tree

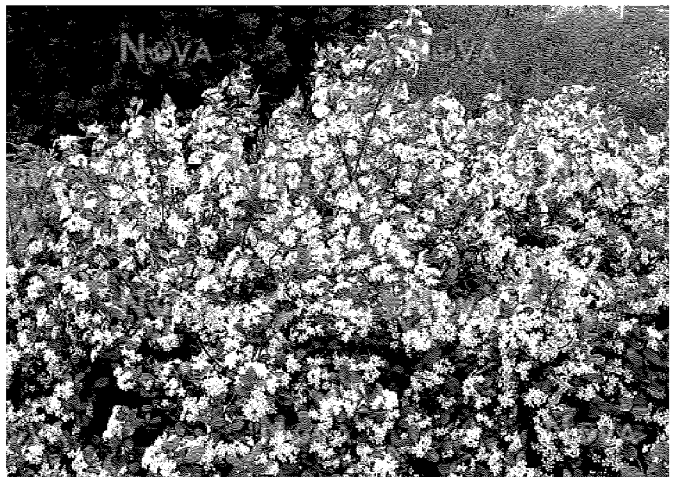


Gymnocladus dioica
Kentucky Coffee Tree



Fagus sylvatica
European Beech

DECIDUOUS SHRUBS









**** Facade materials will include a combination of painting/staining of existing masonry, phenolic resin or fiber cement panels, and metal panels. Colors and placement of facade materials subject to change upon building design.**



** Facade materials will include a combination of painting/staining of existing masonry, phenolic resin or fiber cement panels, and metal panels. Colors and placement of facade materials subject to change upon building design.





** Facade materials will include a
phenolic resin or fiber cement pa
materials subject to change upon


** Facade materials will include a combination of painting/staining of existing masonry, phenolic resin or fiber cement panels, and metal panels. Colors and placement of facade materials subject to change upon building design.
restaurant
tenant
RETAIL


** Facade materials will include a c
phenolic resin or fiber cement pan
materials subject to change upon l

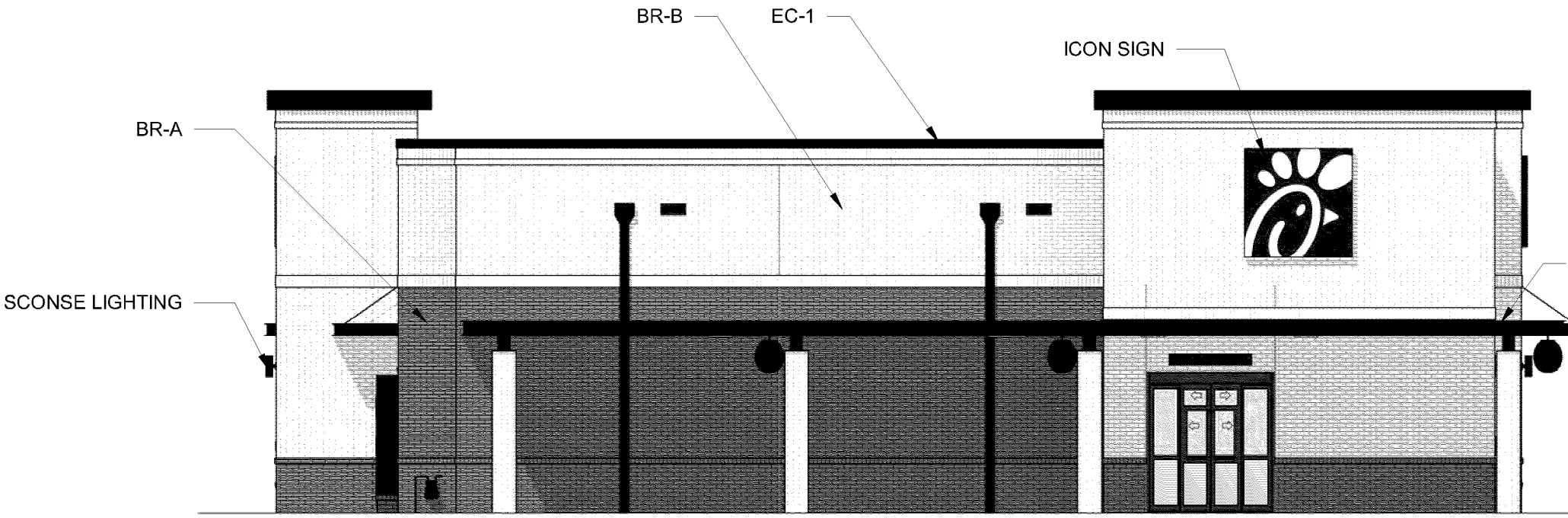




WEST ELEVATION

1/8" = 1'-0"





EAST ELEVATION

1/8" = 1'-0"



Ordinance No. O-2022-63 : Ordinance Approving an Amendment to Planned Development Ordinance 86-61, as Amended, for Approval of a Special Use for a Mixed Use Planned Development, Approval of a Final Plat of Subdivision and Approval of a Final Development Plan with Special Uses, Variations and Amendments for the Property Located at 100-228 N McHenry Road (Excluding 150 N McHenry), and 270-314 N McHenry Road, Buffalo Grove, IL to be Known as the Clove

Recommendation of Action

The Planning & Zoning Commission unanimously recommended approval, subject to conditions in the attached Ordinance. Staff concurs with this recommendation.

Kensington Development Partners (Kensington) has entered into a contract to purchase the existing 20-acre Town Center at northwest corner of Lake Cook Road and Route 83 and redevelop the property into a new development called, The Clove. Additional information can be found in the attached memorandum.

ATTACHMENTS:

- BOT Memo (DOCX)
- Final Development Ordinance (DOC)
- Exhibit B Plan Set (PDF)
- Exhibit C PZC Minutes - April 6, 2022 & May 18, 2022 (PDF)

Trustee Liaison
Johnson

Staff Contact
Chris Stilling, Community Development

Monday, June 20, 2022	

VILLAGE OF
BUFFALO GROVE

MEMORANDUM

DATE: June 20, 2022

TO: President Beverly Sussman and Trustees

FROM: Nicole Woods, Director of Community Development

SUBJECT: Planned Development Amendment for the Clove

PROJECT BACKGROUND

Kensington Development Partners (Kensington) has entered into a contract to purchase the existing 20-acre Town Center at northwest corner of Lake Cook Road and Route 83 and redevelop the property into a new development called, The Clove. The development will include a new nationally recognized grocery store, retail, restaurants and luxury multi-family residential. The Clove implements the vision that was established through the Village's 2018 Lake Cook Corridor Market Study and Plan.

In July 2020, Kensington went under contract with the Town Center owners to purchase the property, which is currently improved with a 194,000 square foot Town Center commercial shopping center. Since that time, Kensington and the Village have been refining the plan and negotiating a public-private partnership. On November 1, 2021 the Village Board approved a Memorandum of Understanding (MOU) with Kensington, which identified the plan, land uses, development, phasing, and financial obligations of a Redevelopment Agreement (RDA). The MOU serves as the framework for the overall plan.

Kensington has presented its concept plan the Village Board November 1, 2021 and then to the PZC on December 15, 2021. On April 6, 2022 Kensington presented their plans to the PZC as part of their public hearing and recommendation to the Village Board.

Subsequently, the plan was slightly modified and was presented to the Village Board on April 18, 2022 for an PZC referral. On May 18, 2022 Kensington presented their *final* plans as part of their public hearing and recommendation to the Village Board.

PLANNING & ZONING COMMISSION (PZC) RECOMMENDATION

On April 6, 2022, the PZC viewed the initial plan and **unanimously recommended approval** (7-0) of the request.

A modified plan was presented to the PZC on May 18, 2022 and the PZC **unanimously recommended approval** (6-0) for an amendment to Planned Development Ordinance No. 86-61, as amended, approval for a special use for mixed use Planned Unit Development and approval of a Final Plat of Subdivision and Preliminary and Final Development Plan approval with Special Uses and Variations for a proposed plan for a 20-acre mixed-use redevelopment center with grocery store, retail, restaurants and multi-family residential at the Buffalo Grove Town Center.

Staff concurs with this recommendation.

Attachment: BOT Memo (O-2022-63 : Ordinance Approving an Amendment to the Town Center PUD for the Clove)

PUBLIC HEARING COMMENTS

Approximately 8 Buffalo Grove residents and business owners spoke raised comments and questions in regards to the project. The questions revolved around the following topics:

- Current and proposed retailers
- Roads and access
- Construction schedule
- Sewer Connection

FINAL PLAN OVERVIEW

Residential Building with Commercial on First Floor

Kensington has partnered with Urban Street Group who will be developing a 7-story (86.6' high), 297-unit high-end apartment building with 16,200 square feet of commercial space on the ground-floor. The ground floor commercial will feature a sit-down restaurant at the building's southeast corner as key fixture in the development. The apartment building is classified as "next generation" and offers an amenity-rich, convenience-filled environment. The building will be served by a parking garage located to the north of the building, which will provide 558 private spaces for the residents.



Proposed luxury apartments with ground floor retail and

Grocer, Restaurants and Other Commercial

A new 43,000 square foot nationally recognized grocery store will be located at the southern end of the site and serve as a primary anchor. While Kensington has an agreement with the grocer tenant, they are unable to disclose their name at this time.

In addition, approximately 20,000 square feet of new retail, restaurants and commercial will be scattered throughout the site. This includes three (3) outlot buildings (Buildings D, E & J) south of Old Checker and one (1) outlot building north of Old Checker (Building C). Kensington has finalized a lease with Guzman Y Gomez Mexican Restaurant to occupy Building J and Chick-Fil-A to occupy Building C.



Proposed Grocer that will anchor the redevelopment site

Central Park

An 0.85 acre "Central Park" will sit in the middle of the site and can be programmed for concerts, the arts and other civic events. The adjacent restaurant space (E) will spill out into the Central Park for enhanced activity and utility. The retail areas as well as the central park will be served by approximately 837 surface parking spaces.

Attachment: BOT Memo (O-2022-63 : Ordinance Approving an Amendment to the Town Center PUD for the Clove)

Renovation of Existing Commercial Building

Kensington is proposing to enhance the existing 34,000 square foot commercial building north of Old Checker. This includes modernizing and improving the façade via extensive treatments to the existing brick as well replacing the outdated green metal panels with new modern materials. In addition, enhanced landscaping and streetscape is being provided to better align with the overall development to the south. Additional improvements include creating inviting and desirable open spaces and patio and sidewalk dining within the site to create a welcoming environment.

Tenants will include a mix of new tenants as well as existing Town Center tenants who have chosen to stay on the property and relocated to this building from the south.

PLANNING AND ZONING ANALYSIS

Relation with Surrounding Development

From a land use perspective, The Clove complements and integrates with the surrounding uses and developments, which include residential, office, and commercial developments along with open space. Furthermore, the existing linkages within the greater Town Center area also provide important connections to, from, and within the proposed plan and surrounding area to help generate synergy.

B-5 Zoning

The B-5 District is an appropriate zoning district for The Clove to retain, as the proposed redevelopment is largely aligned with the B-5 district's intent, uses, and standards.

Accessibility and Parking

One of the key fixtures to the redevelopment site are the accessibility points, which includes two along Route 83 and one along Lake Cook Road. Other existing minor access points are those provided via east-west local roads stemming from Buffalo Grove Road. The proposed plan shows functional circulation patterns within the site.

The Kensington Redevelopment features a pedestrian network within the site. All developments, outlots, and other uses are connected via a network of sidewalks and crosswalks. Pedestrian and bicyclists will benefit from such infrastructure and amenities.

There will be approximately 787 surface parking spaces for the commercial area. The Village's code requires 1 space per 220 square feet of floor for shopping centers. In applying this standard to the commercial square footage of all the users (new commercial space, new ground floor retail/restaurant in the mixed-use building, existing commercial/office space, Burger King, Boston Market, and Boweloro), The Clove would need to provide a minimum of 780 spaces.

The parking garage will offer 558 private spaces for the residents of the mixed-use building (F). In applying the Village's standard for multi-family, a minimum of 505 spaces would be required. It is anticipated that surplus of garage spaces could also accommodate for some of the multi-family's ground floor retail and restaurant.

Landscaping

Overall, the landscaping plan looks to incorporates trees, shrubs, and other natural and landscaping elements to meet the overall intent of the Code and the Village's vision. The Village Forester will be working with the developer to ensure the removal any trees that are in poor condition or are considered an invasive species. In addition, the Village will be collaborating with the developer to ensure planting species meet the Village's standards. As noted below, it is recommended that one of the conditions for plan approval is Village review and approval of the final landscape plan.

Attachment: BOT Memo (O-2022-63 : Ordinance Approving an Amendment to the Town Center PUD for the Clove)

Implementation of the Lake Cook Corridor Plan

The Clove embraces LCCP's vison to transform the Town Center area into an active mixed-use Village Center for the community to stroll, shop, and dine active by implementing key concepts laid out in the visioning document.

- An active mixed-use Village Center
- Reflect Market Realities
- Pedestrian-Friendly
- Improved connectivity and multi-modal accessibility
- New publicly accessible public open space
- A new established identity for the Village
- Sensitive to area's existing environmental features

SPECIAL USE

The proposed Clove development is looking to incorporate the following, which are considered special uses in the B-5 Zoning District:

1. A special use for a 7-story mixed occupancy residential, commercial and office building with a 4-story attached parking deck
2. A special use for a supermarket
3. A special use for multiple drive-through restaurants/outlots as depicted on the Development Plan

ZONING VARIATIONS AND AMENDEMENTS

The following is a summary of the variations and amendments associated with the development request:

1. Variation to Section 17.44.060 of the Zoning Ordinance reducing the required building and parking lot setbacks, as depicted on the Development Plan; and,
2. A Variation to Section 17.44.060 of the Zoning Ordinance reducing the required perimeter and landscaping setbacks and buffers as depicted on the Development Plan; and
3. A Variation to Section 17.44.060 of the Zoning Ordinance to reduce the minimum lot area and exceed the maximum lot coverage, maximum density and maximum floor area ratio as depicted on the Development Plan; and
4. A Variation to Section 17.44.060 of the Zoning Ordinance to increase the maximum building height for a 7-story mixed occupancy residential, commercial and office building with a 4-story attached parking deck; and
5. A Variation to Section 17.36.030 of the Zoning Ordinance regarding the dimensional requirements for parking lot design as depicted on the Development Plan; and
6. Amendment to allow certain permitted and special uses, as identified in the B5 Town Center Planned District, to be incorporated within the Development Plan and Final Planned Development Ordinance; and
7. A Variation to Sections 17.44.060 D and 17.44.060 E pertaining to parking, landscaping and lighting

Attachment: BOT Memo (O-2022-63 : Ordinance Approving an Amendment to the Town Center PUD for the Clove)

SIGNAGE VARAITIONS

The following is a summary of the sign variations associated with the development request:

1. A Variation to Chapter 14.16 of the Sign Code to exceed the maximum allowable number of wall signs for multiple buildings and outlots as shown on the Development Plans; and,
2. A Variation to Chapter 14.16 of the Sign Code to allow multiple wall signs to exceed the maximum size as for multiple buildings and outlots shown on the Development Plans; and,
3. A Variation to Chapter 14.16 of the Sign Code to allow ground signs to encroach into the required setbacks as depicted on the Development Plan; and,
4. Variation to Chapters 14.16 and 14.20 of the Sign Code to allow for an electronic message board sign which will exceed the maximum height, text and size as shown on Development Plans; and,
5. A Variation to Chapter 14.16 of the Sign Code to allow ground signs to exceed the maximum number, size and height allowed as shown on the Development Plans; and,
6. Variations to Chapters 14.16 and 14.20 of the Sign Code to allow multiple menu boards to exceed the maximum size and height as shown on the Development Plans; and,
7. Variation to Chapter 14.16 of the Sign Code Sign Code to permit multiple ground signs and allow them to be closer than 250 feet as depicted on the Development Plan; and
8. A Variation to the Sign Code Section 14.16 and 14.20 to allow for temporary subdivision development signs.
9. A Variation to the Sign Code Section 14.16 to exceed number and size of directional and incidental signs as shown on the Development Plans.

ACTION REQUESTED

Staff recommends that the Village Board approve an amendment to Planned Development Ordinance No. 86-61, as amended, approval for a special use for mixed use Planned Unit Development and approval of a Final Plat of Subdivision and Preliminary and Final Development Plan approval with Special Uses and Variations for a proposed plan for a 20-acre mixed-use redevelopment center with grocery store, retail, restaurants and multi-family residential

Attachment: BOT Memo (O-2022-63 : Ordinance Approving an Amendment to the Town Center PUD for the Clove)

ORDINANCE NO. 2022 –

AN ORDINANCE APPROVING AN AMENDMENT TO PLANNED DEVELOPMENT ORDINANCE 86-61, AS AMENDED, FOR APPROVAL OF A SPECIAL USE FOR A MIXED USE PLANNED DEVELOPMENT, APPROVAL OF A FINAL PLAT OF SUBDIVISION AND APPROVAL OF A FINAL DEVELOPMENT PLAN WITH SPECIAL USES, VARIATIONS AND AMENDMENTS

VILLAGE OF BUFFALO GROVE,
COOK AND LAKE COUNTIES, ILLINOIS

100-228 N McHenry Road (excluding 150 N McHenry), and 270-314 N McHenry Road, Buffalo Grove, IL 60089 and commonly referred to as Buffalo Grove Town Center

WHEREAS, the Village of Buffalo Grove is a Home Rule Unit by virtue of the Illinois Constitution of 1970; and,

WHEREAS, 100-228 N McHenry Road (excluding 150 N McHenry), and 270-314 N McHenry Road (hereinafter referred to as the "Property") and legally described on Exhibit A, is currently improved as a 22 acre commercial shopping center and was approved as a Planned Development in 1986; and,

WHEREAS, IMKD 5 LLC and Urban Street Group (hereinafter referred to as "Petitioner" or "Developer"), have entered into a contract to purchase and redevelop the existing Property. The development will include a 7-story, approximately 297-unit residential building and parking deck with approximately 18,000 square feet of commercial space on the ground floor, a new 43,000 square foot grocery store, multiple retail/restaurant outlets, façade improvements to the existing center north of Old Checker Road and a public park (collectively, the "Development") pursuant to and in accordance with Exhibit B attached hereto; and,

WHEREAS, the Petitioner has filed a petition requesting approval of: (1) an amendment to Planned Development Ordinances 86-61, as amended; (2) a Final Plat of Subdivision; (3) a Final Development Plan; and (4) the following special uses, variations, and amendments:

Zoning Ordinance

1. A Special Use for a 7-story mixed occupancy residential, commercial and office building with a 4-story attached parking deck; and
2. A Special Use for a supermarket; and
3. A Special Use for multiple drive-through restaurants/outlots as depicted on Exhibit B; and
4. Variation to Section 17.44.060 of the Zoning Ordinance reducing the required building and parking lot setbacks, as depicted on Exhibit B; and,
5. A Variation to Section 17.44.060 of the Zoning Ordinance reducing the required perimeter and landscaping setbacks and buffers as depicted on Exhibit B; and
6. A Variation to Section 17.44.060 of the Zoning Ordinance to reduce the minimum lot area and exceed the maximum lot coverage, maximum density and maximum floor area ratio as depicted on Exhibit B; and

Attachment: Final Development Ordinance (O-2022-63 : Ordinance Approving an Amendment to the Town Center PUD for the Clove)

7. A Variation to Section 17.44.060 of the Zoning Ordinance to increase the maximum building height for a 7-story mixed occupancy residential, commercial and office building with a 4-story attached parking deck; and
8. A Variation to Section 17.36.030 of the Zoning Ordinance regarding the dimensional requirements for parking lot design as depicted on Exhibit B; and
9. Amendment to allow certain permitted and special uses, as identified in the B5 Town Center Planned District, to be incorporated within the Development Plan and Final Planned Development Ordinance; and
10. A Variation to Sections 17.44.060 D and 17.44.060 E pertaining to parking, landscaping and lighting; and
11. Any additional Variations to Chapters 17.28 and 17.36 and Sections 17.44.060 that may be necessary to accommodate the proposed development as depicted on the Development Plans submitted as part of the petition.

Sign Code

1. A Variation to Chapter 14.16 of the Sign Code to exceed the maximum allowable number of wall signs for multiple buildings and outlots as shown on Exhibit B; and,
2. A Variation to Chapter 14.16 of the Sign Code to allow multiple wall signs to exceed the maximum size as for multiple buildings and outlots shown on Exhibit B; and,
3. A Variation to Chapter 14.16 of the Sign Code to allow ground signs to encroach into the required setbacks as depicted on Exhibit B; and,
4. Variation to Chapters 14.16 and 14.20 of the Sign Code to allow for an electronic message board sign which will exceed the maximum height, text and size as shown on Exhibit B; and,
5. A Variation to Chapter 14.16 of the Sign Code to allow ground signs to exceed the maximum number, size and height allowed as shown on Exhibit B; and,
6. Variations to Chapters 14.16 and 14.20 of the Sign Code to allow multiple menu boards to exceed the maximum size and height as shown on Exhibit B; and,
7. Variation to Chapter 14.16 of the Sign Code Sign Code to permit multiple ground signs and allow them to be closer than 250 feet as depicted on Exhibit B; and
8. A Variation to the Sign Code Section 14.16 and 14.20 to allow for temporary subdivision development signs
9. Any additional Variations to Chapters 14 that may be necessary to accommodate the proposed development as depicted on Exhibit B and submitted as part of the petition.
10. A Variation to the Sign Code Section 14.16 to exceed number and size of directional and incidental signs as shown on the Development Plans- Chris let's discuss this

WHEREAS, the proposed Development is being requested pursuant to the following exhibits:

EXHIBIT A	Legal Description
EXHIBIT B	Complete Plan Set

EXHIBIT C Minutes from the April 6, 2022 and May 18, 2022 Planning & Zoning Commission Meeting

WHEREAS, the Village Planning & Zoning Commission conducted a public hearing on April 6, 2022 and May 18, 2022 concerning the Development; and,

WHEREAS, the Planning & Zoning Commission made a finding as represented by the minutes attached as Exhibit C and determined that the testimony and exhibits presented by the Petitioner at the public hearing demonstrated support for the requested Development; and,

WHEREAS, the Planning & Zoning Commission voted 6-0 recommending approval of the Development.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS:

Section 1. This ordinance is made pursuant to and in accordance with the Village's Zoning Ordinance and Sign Code and the Village's Home Rule powers. The preceding whereas clauses are hereby incorporated herein.

Section 2. The Corporate Authorities hereby adopt a proper, valid and binding ordinance approving; (1) an amendment to Planned Development Ordinances 86-61, as amended; (2) a Final Plat of Subdivision; (3) a Final Development Plan; and (4) special uses and variations to the Zoning Ordinance and Sign Code, with the following conditions:

1. The proposed development shall be developed in substantial conformance to the plans attached as Exhibit B, as well as those plans and findings as part of the April 6, 2022 and May 18, 2022 public hearing.

2. A final plat of subdivision shall be revised in a manner acceptable to the Village as required.

3. Final Engineering plans shall be revised in a manner acceptable to the Village as required.

4. Final landscape plan shall be subject to the review and approval of the Village. As directed by the Village Forester, developer must remove any trees that are in poor condition or are considered an invasive species and replaced with alternative trees. In addition, the developer must provide an alternative species in certain locations. Landscape maintenance is the responsibility of the owner.

5. Permitted and Special Uses for the first floor of the mixed-use building on Lot 7 shall conform to the B-5 commercial and office subdistrict. No more than a combined total of 7,000 square feet of the first-floor area, excluding lobby and leasing area, shall be used for medical, business, financial/banking and professional offices and/or health clubs as identified in the B-5 District.

6. Permitted and Special Uses for lots 2 through 6 and lot 10 shall conform with the uses and classifications listed in the B-5 zoning commercial subdistrict.

Attachment: Final Development Ordinance (O-2022-63 : Ordinance Approving an Amendment to the Town Center PUD for the Clove)

7. Permitted and Special Uses for lot 9 shall conform with the uses and classifications listed in the B-5 zoning commercial and office subdistrict.

8. The following additional uses shall be permitted on all lots:

    a. Candy and/or ice cream shop
    b. Liquor Store
    c. Dry-cleaning establishments when employing facilities for the cleaning and pressing of dry goods for retail trade only, conducted on the premises.

9. Any directional or incidental sign added to the sign package provided shall be reviewed administratively by staff.

10. The petitioners shall enter into a Redevelopment Agreement in a form and substance acceptable to the Village.

11. At the request of the Village and prior to the final acceptance of the public improvements, the petitioners shall donate the park space identified as lot 5 to the Village of Buffalo Grove.

12. The electronic sign shall be operated in conformance with all other standards set forth in Section 14.20.070 D of the Village of Buffalo Grove Sign Code. The sign shall be made available for Village promotions and other activities as determined by the Village.

13. Any amendments to the existing 1998 Operation and Easement Agreement shall be reviewed by the Village.

Section 3. The terms and conditions of approval set forth in Village Ordinance Ordinances 86-61, as amended, remain in full force and effect unless specifically modified by this Ordinance.

Section 4. This Ordinance shall be in full force and effect. This Ordinance shall not be codified.

AYES: _____
NAYS: _____

ABSENT: _____

PASSED: _____ APPROVED: _____

ATTEST: APPROVED:

_____ _____

Village Clerk Beverly Sussman, Village President

Attachment: Final Development Ordinance (O-2022-63 : Ordinance Approving an Amendment to the Town Center PUD for the Clove)

EXHIBIT A – Legal Description

100-228 N McHenry Road (excluding 150 N McHenry), and 270-314 N McHenry Road

Exhibit A - Project Legal Description

PARCEL 1:
LOT 3 IN BUFFALO GROVE TOWN CENTER UNIT 6, BEING A RESUBDIVISION OF LOTS 1 AND 3 IN BUFFALO GROVE TOWN CENTER UNIT 5 AND PART OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID BUFFALO GROVE TOWN CENTER UNIT 6, RECORDED OCTOBER 21, 1993 AS DOCUMENT 3419308, IN LAKE COUNTY, ILLINOIS.

PARCEL 2:
LOTS 1 AND 3 IN BUFFALO GROVE TOWN CENTER UNIT 8, BEING A RESUBDIVISION OF LOT 2 IN BUFFALO GROVE TOWN CENTER UNIT 5, IN THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID BUFFALO GROVE TOWN CENTER UNIT 8, RECORDED JULY 24, 1998 AS DOCUMENT 4173676, IN LAKE COUNTY, ILLINOIS.

PARCEL 2A:
RECIPROCAL EASEMENTS FOR THE BENEFIT OF PARCEL 2 AS CONTAINED IN AGREEMENT DATED JULY 28, 1998 AND RECORDED JULY 29, 1998 AS DOCUMENT 4176874 BY BUFFALO GROVE JOINT VENTURE AND EAGLE FOOD CENTERS, INC.

PARCEL 3:
LOT 1 IN BUFFALO GROVE TOWN CENTER UNIT 9, BEING A RESUBDIVISION OF LOTS 1 AND 2 IN BUFFALO GROVE TOWN CENTER UNIT 7, IN SECTION 33, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID BUFFALO GROVE CENTER UNIT 9, RECORDED OCTOBER 6, 1999 AS DOCUMENT 4431048, IN LAKE COUNTY, ILLINOIS.

EXCEPTING THAT PART OF LOT 1 TAKEN IN CASE 16ED9 ORDER RECORDED AS DOCUMENT 7487965 DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF SAID LOT 1; THENCE NORTHWESTERLY 19.12 FEET (19.17 FEET, RECORDED) ALONG THE EASTERLY LINE OF SAID LOT 1 ON A CURVE TO THE RIGHT HAVING A RADIUS OF 1497.69 FEET, THE CHORD OF SAID CURVE BEARS ON AN ILLINOIS COORDINATE SYSTEM NAD 83 (2007) EAST ZONE BEARING OF NORTH 9 DEGREES 38 MINUTES 39 SECONDS WEST, 19.12 FEET TO A POINT OF TANGENCY ON SAID EASTERLY LINE; THENCE NORTH 9 DEGREES 16 MINUTES 42 SECONDS WEST ALONG THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 295.83 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 80 DEGREES 43 MINUTES 31 SECONDS WEST, A DISTANCE OF 11.00 FEET; THENCE NORTH 9 DEGREES 16 MINUTES 29 SECONDS WEST, A DISTANCE OF 125.00 FEET; THENCE NORTH 80 DEGREES 43 MINUTES 31 SECONDS EAST, A DISTANCE OF 5.00 FEET; THENCE NORTH 9 DEGREES 16 MINUTES 29 SECONDS WEST, A DISTANCE OF 155.91 FEET; THENCE NORTH 4 DEGREES 43 MINUTES 33 SECONDS WEST, A DISTANCE OF 151.30 FEET; THENCE NORTH 9 DEGREES 16 MINUTES 29 SECONDS WEST, A DISTANCE OF 48.27 FEET; THENCE NORTH 80 DEGREES 43 MINUTES 31 SECONDS EAST, A DISTANCE OF 8.96 FEET TO THE EASTERLY LINE OF SAID LOT 1; THENCE SOUTH 9 DEGREES 16 MINUTES 42 SECONDS EAST ALONG THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 110.84 FEET TO AN ANGLE POINT ON SAID EASTERLY LINE; THENCE SOUTH 6 DEGREES 24 MINUTES 56 SECONDS EAST ALONG THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 100.11 FEET TO AN ANGLE POINT ON SAID EASTERLY LINE; THENCE SOUTH 9 DEGREES 16 MINUTES 42 SECONDS EAST ALONG THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 222.48 FEET TO A SOUTH LINE OF LOT 1; THENCE SOUTH 89 DEGREES 30 MINUTES 58 SECONDS WEST ALONG A SOUTH LINE OF SAID LOT 1, A DISTANCE OF 10.12 FEET TO THE EASTERLY LINE OF LOT 1; THENCE SOUTH 9 DEGREES 16 MINUTES 42 SECONDS EAST ALONG THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 48.24 FEET TO THE POINT OF BEGINNING

Attachment: Final Development Ordinance (O-2022-63 : Ordinance Approving an Amendment to the Town Center PUD for the Clove)

PARCEL 3A;
EASEMENT FOR THE BENEFIT OF PARCELS 1, 2 AND 3, FOR DRAINAGE INTO RETENTION POND, AS CREATED BY THE DRAINAGE AND CONSTRUCTION EASEMENT AGREEMENT RECORDED NOVEMBER 30,1998 AS DOCUMENT NUMBER 4248745. OVER AND ACROSS THAT PART OF LOT 1 IN WALGREENS BUFFALO GROVE RESUBDIVISION, BEING A RESUBDIVISION OF PARTS OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 43 NORTH, AND PART OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN LAKE AND COOK COUNTIES, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE WEST LINE OF LOT 1 IN BUFFALO GROVE TOWN CENTER UNIT 1. BEING A SUBDIVISION IN SAID SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11 EAST, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 4,1988 AS DOCUMENT NUMBER 2737813, THAT POINT ALSO BEING THE NORTHEAST CORNER OF LOT 2 IN FIRNBACH SUBDIVISION, BEING A SUBDIVISION IN SAID SOUTHWEST 1/4 OF SECTION 33, RECORDED AS DOCUMENT NUMBER 1032913; THENCE SOUTH 22 DEGREES 19 MINUTES 24 SECONDS EAST, 41.50 FEET ALONG SAID WEST LINE; THENCE NORTH 85 DEGREES 58 MINUTES 44 SECONDS EAST, 202^9 FEET ALONG THE SOUTH LINE OF SAID LOT 1; THENCE SOUTH 12 DEGREES 25 MINUTES 09 SECONDS EAST. 215.71 FEET; THENCE SOUTH 81 DEGREES 00 MINUTES 00 SECONDS EAST, 25.38 FEET ALONG THE NORTH LINE OF FORMER SCHOOL LOT, ALSO BEING THE SOUTH LINE OF SAID LOT 1 TO THE POINT OF BEGINNING; THENCE SOUTH 31 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID SOUTH LINE, 108.72 FEET; THENCE SOUTH 55 DEGREES 09 MINUTES 42 SECONDS WEST, 80.43 FEET; THENCE NORTH 34 DEGREES 06 MINUTES 02 SECONDS WEST, 61.34 FEET TO THE POINT OF BEGINNING, ALL IN LAKE COUNTY, ILLINOIS.

EXHIBIT B - The Clove Plan Set

100-228 N McHenry Road (excluding 150 N McHenry), and 270-314 N McHenry Road

Attachment: Final Development Ordinance (O-2022-63 : Ordinance Approving an Amendment to the Town Center PUD for the Clove)

Exhibit C - Minutes from the April 6, 2022 and May 18, 2022 PZC Public Hearing

100-228 N McHenry Road (excluding 150 N McHenry), and 270-314 N McHenry Road

Attachment: Final Development Ordinance (O-2022-63 : Ordinance Approving an Amendment to the Town Center PUD for the Clove)

KENSINGTON
DEVELOPMENT PARTNERS

URBAN
STREET
GROUP

PROPERTIES

THE
CLO

PROJECT SUMMARY

Overview

IMKD 5, LLC (Kensington) has entered into a contract to purchase and redevelop the 20
at the northwest corner of Lake Cook Road and McHenry Road. The property is located
seen as the commercial thoroughfare in the Village of Buffalo Grove. Presently the Cor
community and consumers. The existing Town Center Shopping Center situated on th
contains several vacant storefronts.

Kensington's goal is to a provide a high quality redevelopment of the shopping center
dents by creating job opportunities, serve further development of adjacent areas, stren
and enhance the tax base of the Village.

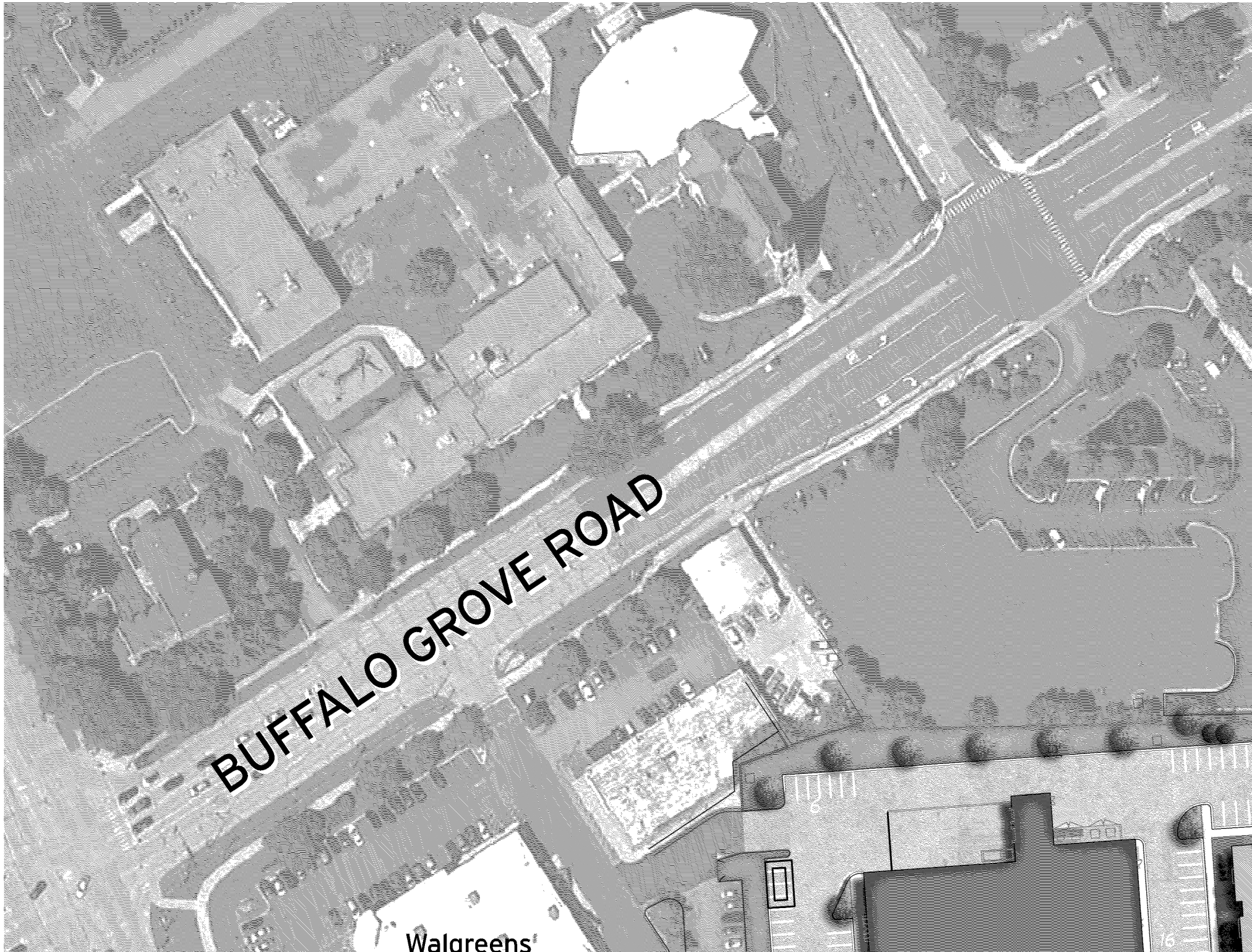
The program for this redevelopment includes a retail anchor grocery store, restaurant
ing. In addition to the retail center, the redevelopment includes multifamily apartmen
Checker Road, the existing multi-tenant building and Bowlero will continue to provide
benefit from the new traffic to the development. The opportunity to create a multi-use
during the daytime and evenings. We imagine this to be a place where residents and g
we feel the proposed program addresses the communities' priorities outlined in both t
Plan along as well as the Village's Comprehensive Plan.

Vision

Our proposed vision for the redevelopment is to create a one of a kind, eye catching r
terest and compliment the surrounding developments. Our goal is to make a new sta
lizing architectural features that will announce the property from the adjacent roadwa
attract patrons to the property.

Benefiting from the high-end mid-rise apartments, the project will convey a sense of c
The core of the project will be the park at is center which is flanked on the north, sout
options. Outdoor seating areas, lush landscaping and inviting destinations will be us
The concept for the architectural design blends a pallet of materials including masonr
panels. The key to the success of the design lies in its composition – juxtaposing mate
storefront and building facades.

Overall Rendered Plan


BUFFALO GROVE ROAD
Walgreens

Rendered Perspectives – Looking Southwest from restaurant's outdoor dining



KENSINGTON
DEVELOPMENT PARTNERS

PROPERTIES

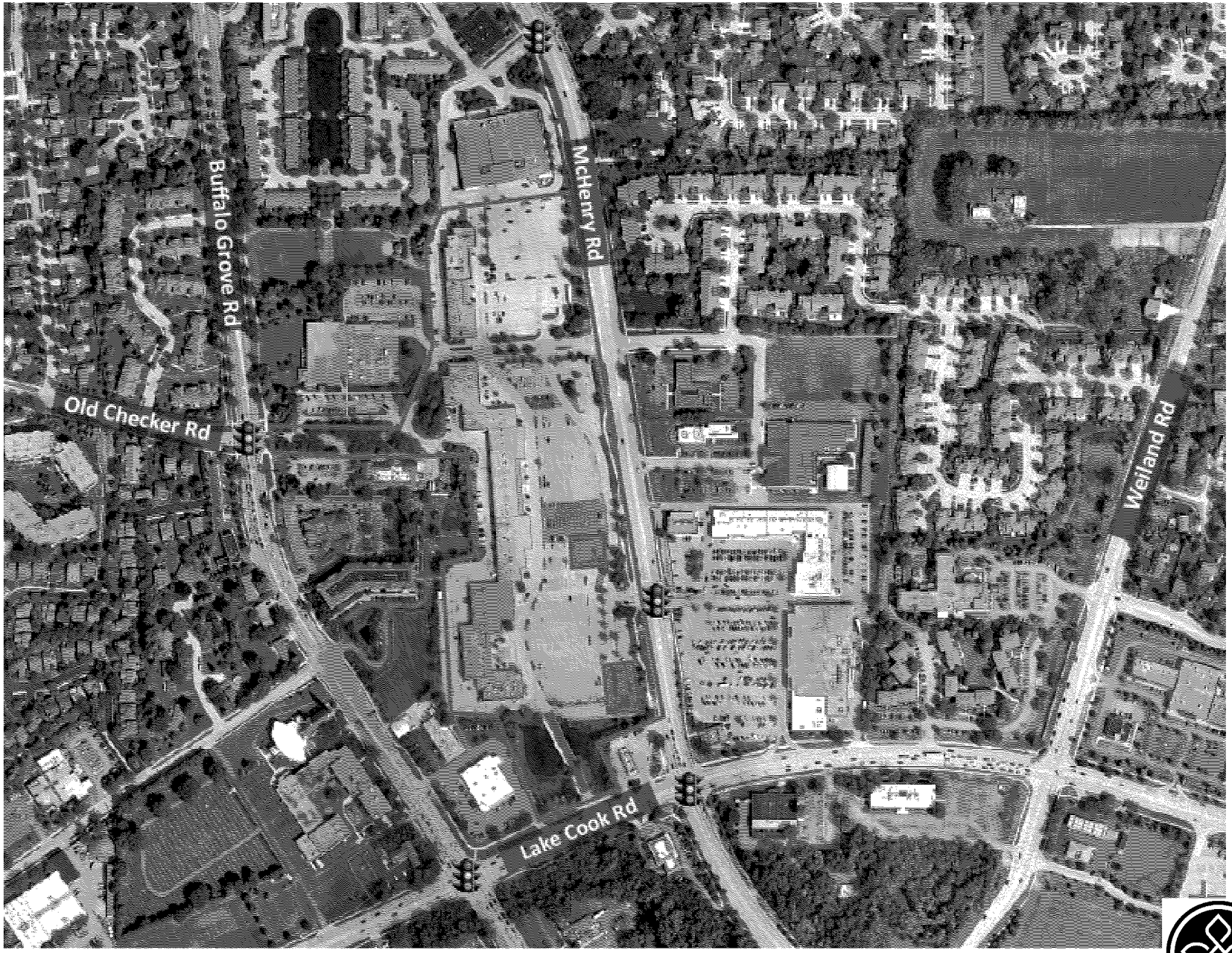
Rendered Perspectives – Looking Southwest from Route 83 & Old Checker Road



Aerial View of THE CLOVE



Aerial View of THE CLOVE



Final Plat of Subdivision

FINAL PLAT OF SUBDIVISION OF BUFFALO GROVE TOWN CENTER REDEVELOPMENT

BUFFALO GROVE, IL

PART OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

BASIS OF BEARINGS

THE BASIS OF BEARINGS IS THE STATE PLANE COORDINATE SYSTEM (SPCS) NAD 83 (2007) ZONE 1201 (ILLINOIS EAST) WITH PROJECT ORIGIN AT
LATITUDE: 42° 09' 17.33887" N
LONGITUDE: 87° 57' 39.21281" W
ELLIPSOIDAL HEIGHT: 582.718 SFT
GROUND SCALE FACTOR: 1.0000411519
ALL MEASUREMENTS ARE ON THE GROUND.

STATE PLANE MERIDIAN

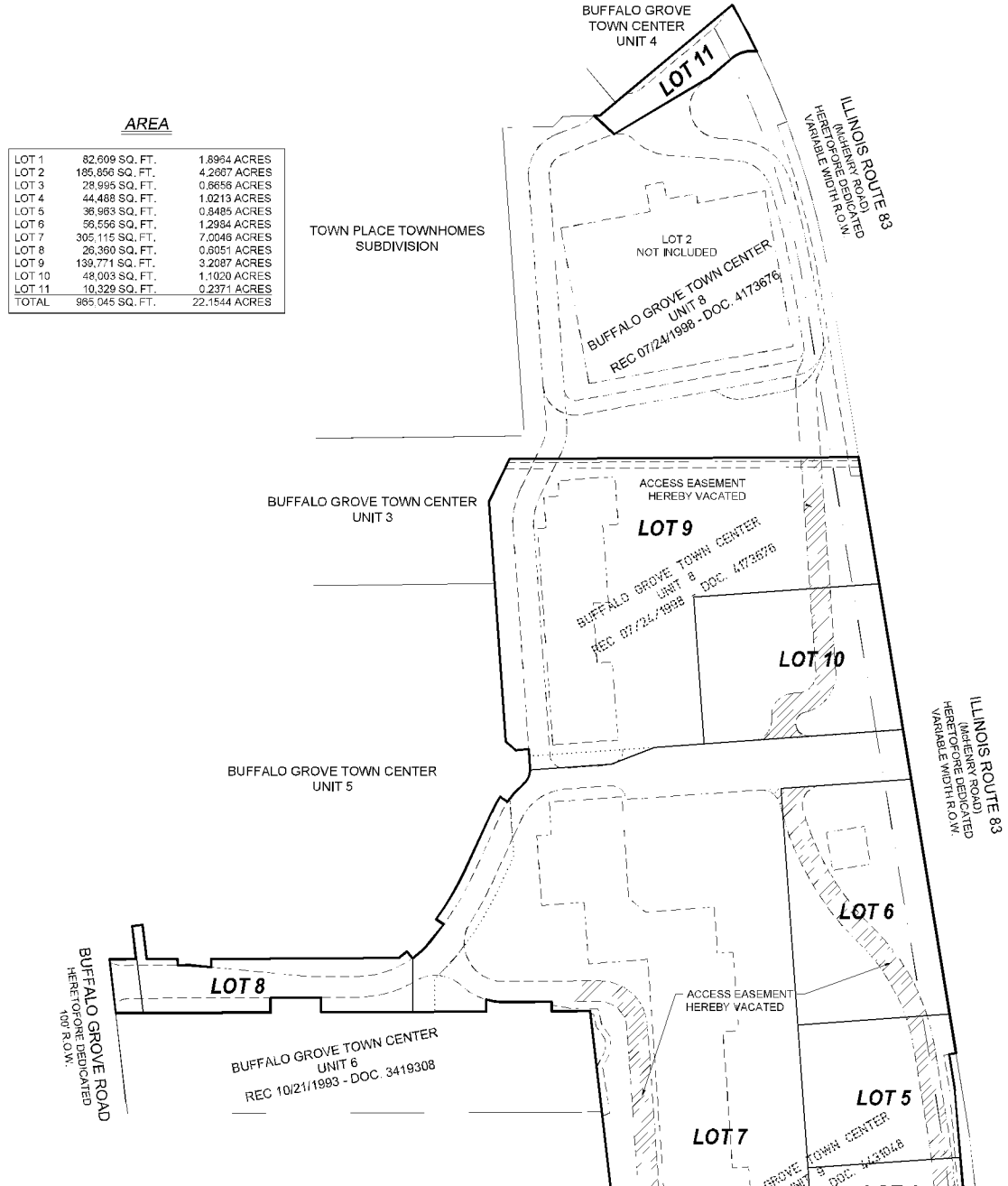
GRAPHIC SCALE

100' 0 50' 100' 200' 400'

1" = 100'

AREA

LOT 1	82,609 SQ. FT.	1.8964 ACRES
LOT 2	185,856 SQ. FT.	4.2667 ACRES
LOT 3	28,995 SQ. FT.	0.6656 ACRES
LOT 4	44,488 SQ. FT.	1.0213 ACRES
LOT 5	36,963 SQ. FT.	0.8485 ACRES
LOT 6	56,556 SQ. FT.	1.2984 ACRES
LOT 7	305,115 SQ. FT.	7.0046 ACRES
LOT 8	26,360 SQ. FT.	0.6051 ACRES
LOT 9	139,771 SQ. FT.	3.2087 ACRES
LOT 10	48,003 SQ. FT.	1.1020 ACRES
LOT 11	10,329 SQ. FT.	0.2371 ACRES
TOTAL	965,045 SQ. FT.	22.1544 ACRES



FINAL PLAT OF SUBDIVISION OF BUFFALO GROVE TOWN CENTER REDEVELOPMENT

BUFFALO GROVE, IL

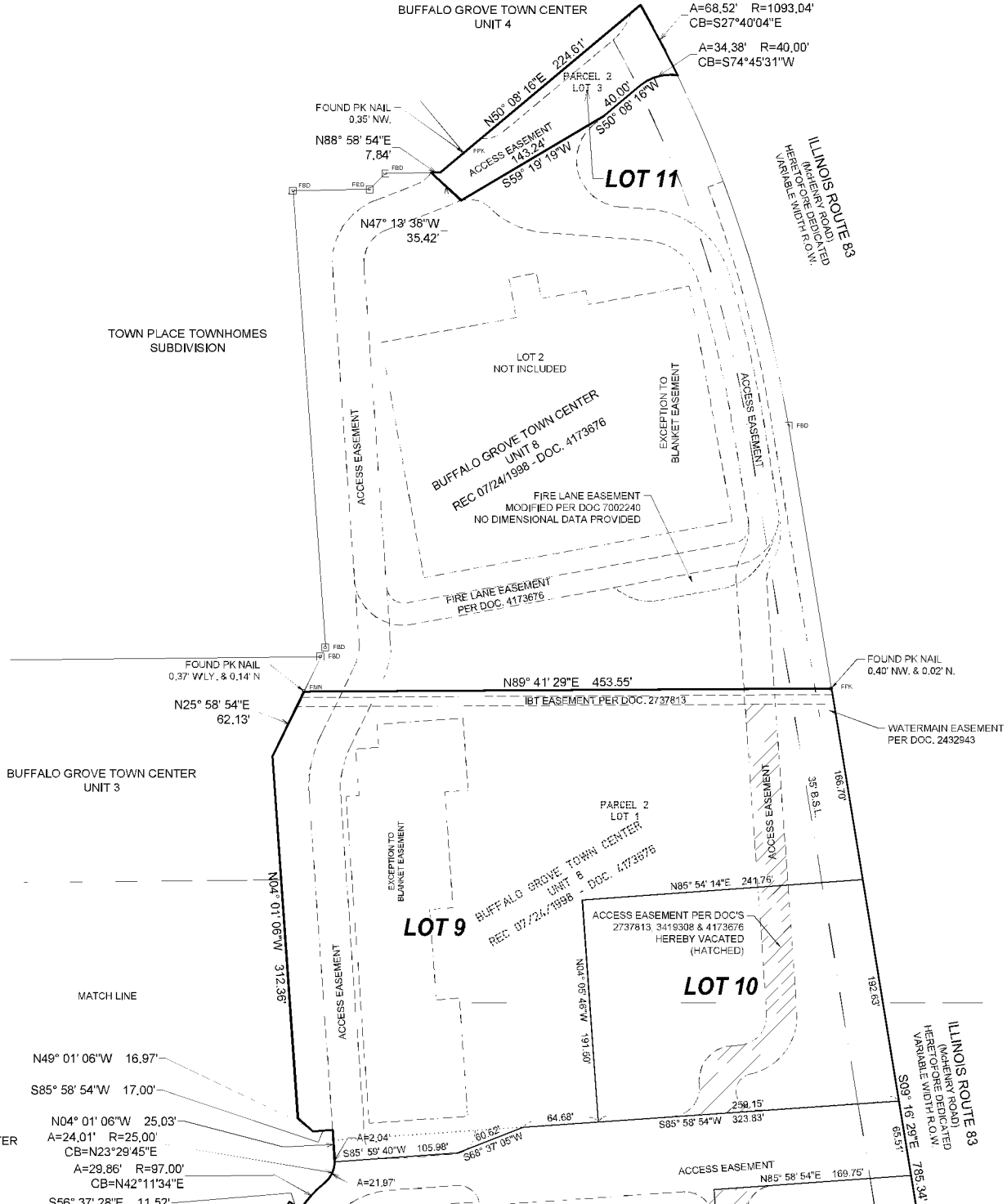
PART OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

GRAPHIC SCALE

60' 0 30' 60' 120' 240'

" = 50'

STATE PLANE MERIDIAN



FINAL PLAT OF SUBDIVISION OF BUFFALO GROVE TOWN CENTER REDEVELOPMENT

BUFFALO GROVE, IL

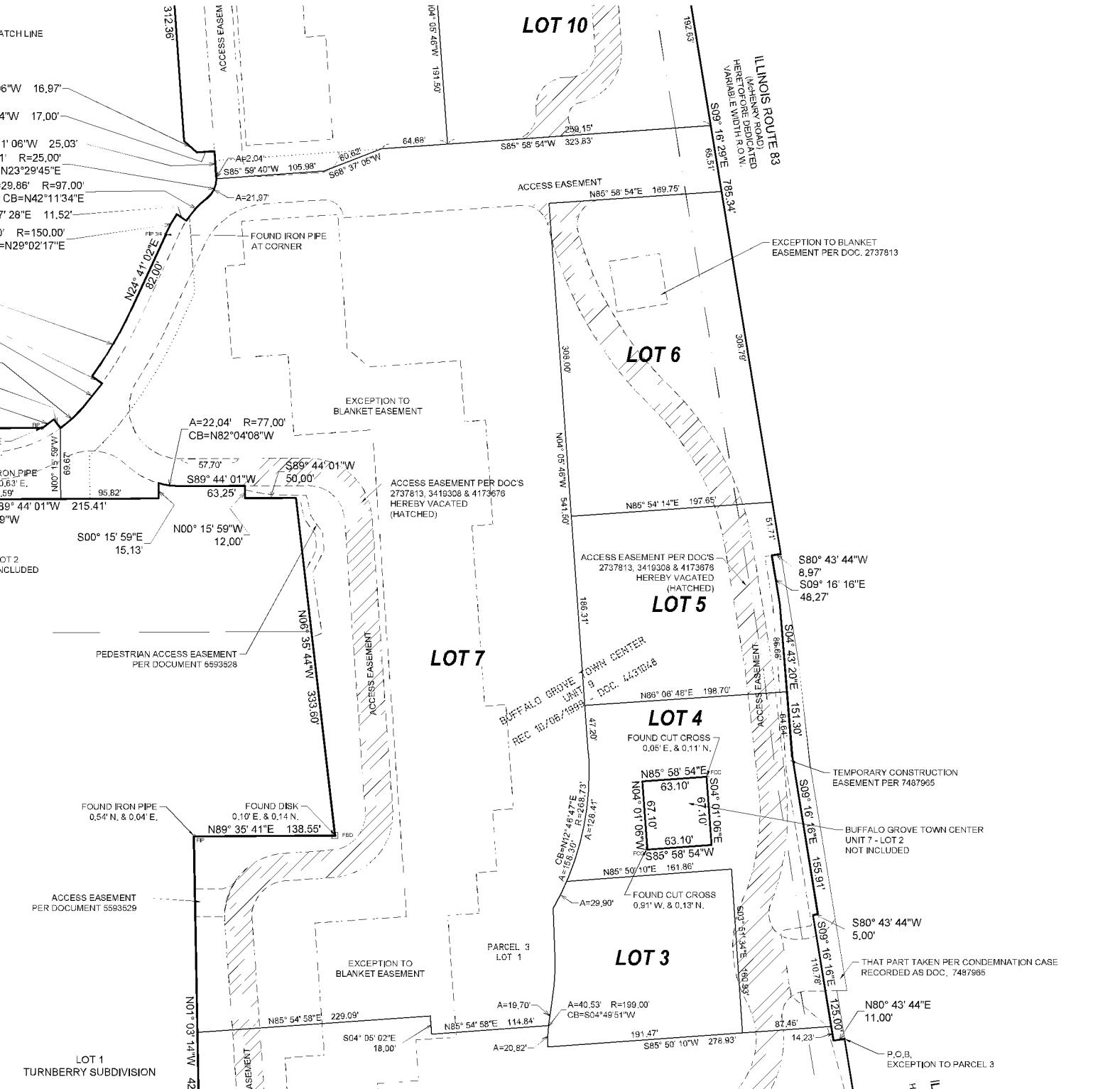
PART OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

GRAPHIC SCALE

60' 0 30' 60' 120' 240'

1" = 60'

STATE PLANE MERIDIAN



FINAL PLAT OF SUBDIVISION OF

BUFFALO GROVE TOWN CENTER REDEVELOPMENT

BUFFALO GROVE, IL

PART OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

F THE PROPERTY DESCRIBED ON THE
YED AND SUBDIVIDED AS INDICATED
H, AND DOES HEREBY ACKNOWLEDGE
DICATED.

E LANDS SHOWN ON THIS PLAT FOR
ND HEREBY ALSO RESERVES FOR THE
, AND THE COMMONWEALTH EDISON
N THEIR STANDARD FORM WHICH IS

CTS IN WHICH EACH TRACT, PARCEL,

_____

_____

A SAID COUNTY IN THE AFORESAID
___ AND _____,
_____ OF
TO BE THE SAME PERSONS WHOSE
APPEARED BEFORE ME THIS DAY IN
ND DELIVERED THE ANNEXED PLAT AS

_____

RSUANT TO AUTHORITY GIVEN BY THE
___ AS THEIR FREE AND VOLUNTARY
ID _____ FOR

Y OF _____, 20____.

RUSTEES OF THE VILLAGE OF BUFFALO
THIS _____ DAY OF

____

____

LO GROVE, COOK AND LAKE
_____.

OUTSTANDING UNPAID SPECIAL
PLAT HEREON DRAWN, BUFFALO
___ DAY OF _____.

_____

ALO GROVE, COOK AND LAKE COUNTIES,

MORTGAGEE CERTIFICATE

THE UNDERSIGNED, AS MORTGAGEE, UNDER THAT CERTAIN MORTGAGE, DATED _____ AND RECORDED ON _____ AS DOCUMENT NUMBER _____ WITH THE_____ COUNTY RECORDER OF DEEDS, DOES HEREBY CONSENT TO AND APPROVE THE SUBDIVISION OF THE LAND AND THE GRANTING OF THE EASEMENTS DEPICTED HEREON.

FOR _____

BY: _____

ITS: _____

NOTARY CERTIFICATE

STATE OF ILLINOIS)

COUNTY OF _____)

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT_____, THE _____ OF _____ BANK, PERSONALLY KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE SIGNED, SEALED AND DELIVERED THE SAID INSTRUMENT AS HIS/HER FREE AND VOLUNTARY ACT, AND THE FREE AND VOLUNTARY ACT OF THE BANK, FOR THE PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS ____ DAY OF _____, 2020.

NOTARY PUBLIC:_____

MY COMMISSION EXPIRES: _____

SURFACE WATER DRAINAGE CERTIFICATE

_____ OWNER(S), AND I _____, PROFESSIONAL ENGINEER OF THE STATE OF ILLINOIS DO HEREBY CERTIFY THAT TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF THIS SUBDIVISION OR ANY PART THEREOF, OR, IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, ADEQUATE PROVISION HAS BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS, OR DRAINS WHICH THE SUBDIVIDER HAS THE RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL NOT BE DEPOSITED ON THE PROPERTY OF ADJOINING LAND OWNERS IN SUCH CONCENTRATIONS AS MAY CAUSE DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.

_____ _____

OWNER OWNER

_____

REGISTERED PROFESSIONAL ENGINEER

PERMISSION TO RECORD

STATE OF ILLINOIS)
)SS
COUNTY OF DUPAGE)

I, EDWARD J. MURRAY, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF ILLINOIS, HEREBY DESIGNATE PULTE HOME COMPANY L.L.C., JOANNE BOWERS, TO RECORD THIS PLAT OF _____WITH THE LAKE COUNTY RECORDER OF DEEDS AND REGISTRAR OF TITLE. THIS DESIGNATION IS GRANTED UNDER THE RIGHT TO DESIGNATE SUCH RECORDING UNDER CHAPTER 109, SECTION 2 OF THE ILLINOIS REVISED STATUTES

THIS __ND DAY OF _____, A.D., 2022.

_____

EDWARD J. MURRAY
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-4037
MY LICENSE EXPIRES ON NOVEMBER 30, 2022.
V3 COMPANIES, LTD, PROFESSIONAL DESIGN FIRM NO. 184000902
THIS DESIGN FIRM NUMBER EXPIRES APRIL 30, 2023.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

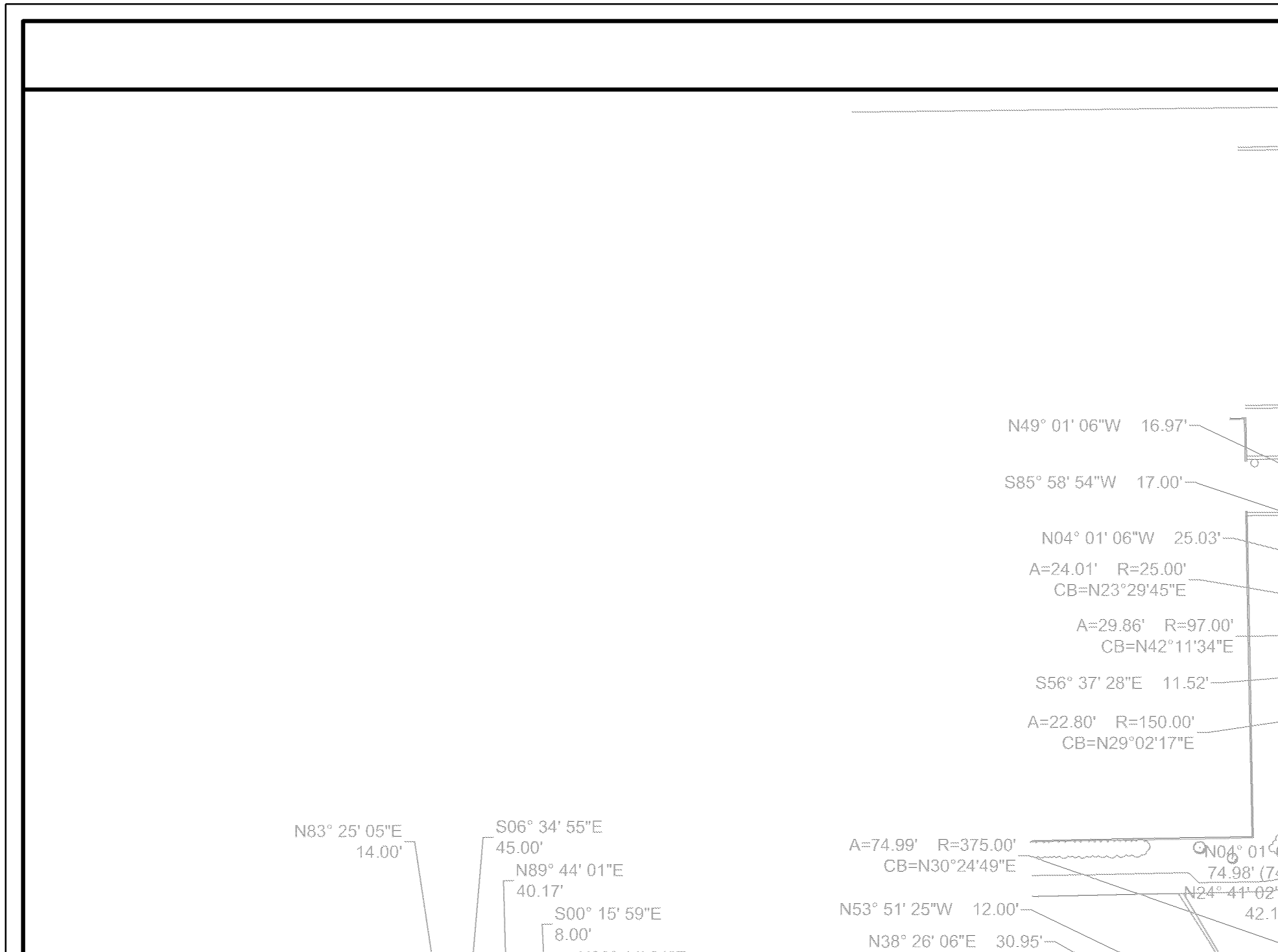
THIS IS TO CERTIFY THAT I, EDWARD J. MURRAY, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 4037, HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:

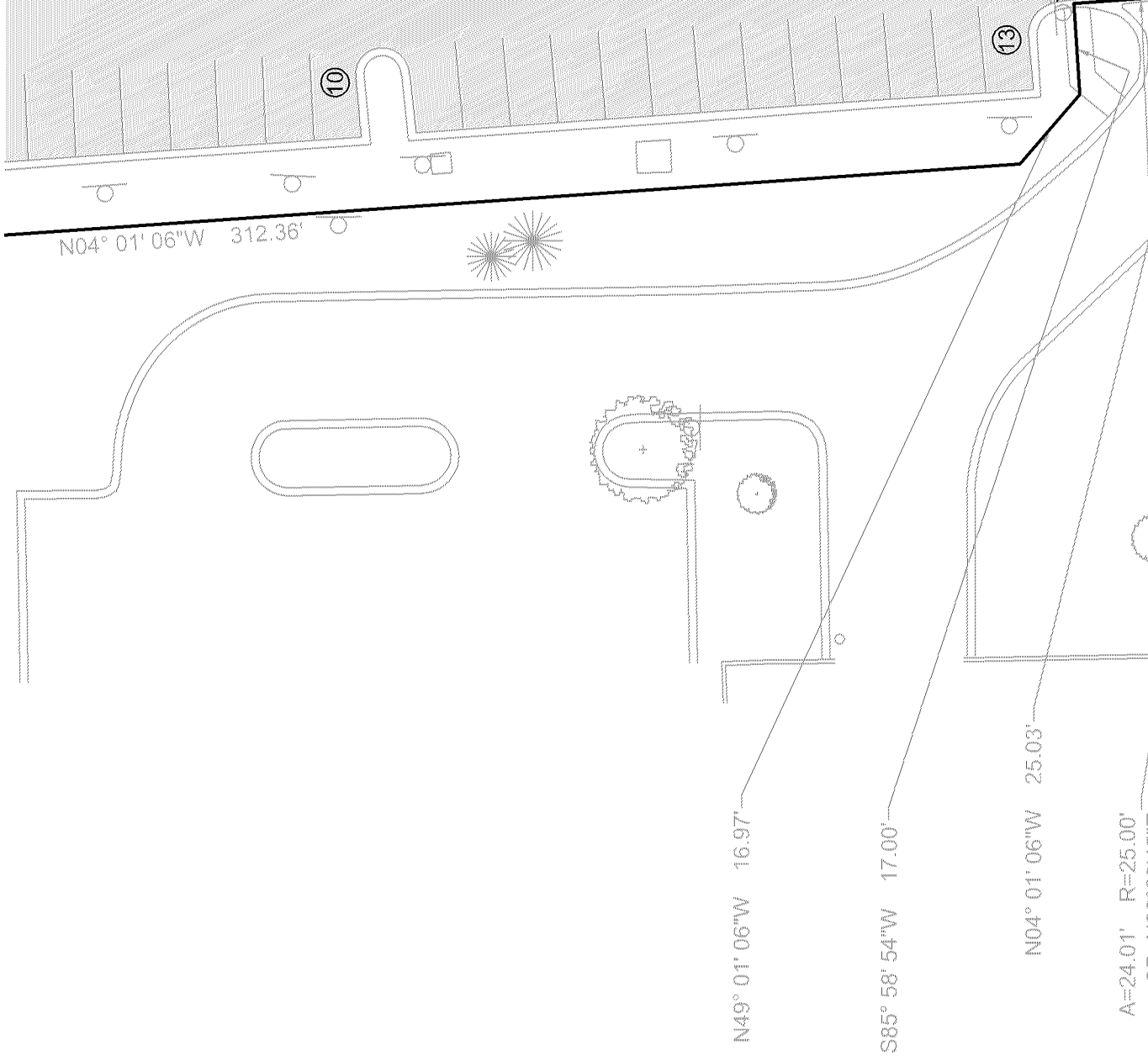
PARCEL 1:

LOT 3 IN BUFFALO GROVE TOWN CENTER UNIT 6, BEING A RESUBDIVISION OF LOTS 1 AND 3 IN BUFFALO GROVE TOWN CENTER UNIT 5 AND PART OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID BUFFALO GROVE TOWN CENTER UNIT 6, RECORDED OCTOBER 21, 1993 AS DOCUMENT 3419308, IN LAKE COUNTY, ILLINOIS.

PARCEL 2:
LOTS 1 AND 3 IN BUFFALO GROVE TOWN CENTER UNIT 8, BEING A RESUBDIVISION OF LOT 2 IN BUFFALO GROVE TOWN CENTER UNIT 5, IN THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID BUFFALO GROVE TOWN CENTER UNIT 8, RECORDED JULY 24, 1998 AS DOCUMENT 4173676, IN LAKE COUNTY, ILLINOIS.

DEVELOPMENT PLANS-R
Site Plan


N49° 01' 06"W 16.97'
S85° 58' 54"W 17.00'
N04° 01' 06"W 25.03'
A=24.01' R=25.00'
CB=N23°29'45"E
A=29.86' R=97.00'
CB=N42°11'34"E
S56° 37' 28"E 11.52'
A=22.80' R=150.00'
CB=N29°02'17"E
N83° 25' 05"E
14.00'
S06° 34' 55"E
45.00'
N89° 44' 01"E
40.17'
S00° 15' 59"E
8.00'
A=74.99' R=375.00'
CB=N30°24'49"E
N53° 51' 25"W 12.00'
N38° 26' 06"E 30.95'


10
13
N04° 01' 06"W 312.36'
N49° 01' 06"W 16.97'
S85° 58' 54"W 17.00'
N04° 01' 06"W 25.03'
A=24.01' R=25.00'

DEVELOPMENT PLANS-I
Preliminary Engineering

GENERAL NOTES

1. EXISTING SITE TOPOGRAPHY, UTILITIES, RIGHT-OF-WAY AND HORIZONTAL CONTROL SHOWN ON THE DRAWINGS WERE OBTAINED FROM A SURVEY PREPARED BY:

   V3 COMPANIES, LTD.
   7325 JANES AVENUE
   WOODRIDGE, IL 60517

   COPIES OF THE SURVEY ARE AVAILABLE FROM THE SURVEYOR. SITE CONDITIONS MAY HAVE CHANGED SINCE THE SURVEY WAS PREPARED. CONTRACTORS TO VISIT SITE TO FAMILIARIZE THEMSELVES WITH THE CURRENT CONDITIONS.

2. ALL EXISTING TOPOGRAPHY, UNDERGROUND UTILITIES, STRUCTURES AND ASSOCIATED FACILITIES SHOWN ON THESE DRAWINGS HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND RECORDS. THEREFORE, THEIR LOCATIONS AND ELEVATIONS MUST BE CONSIDERED APPROXIMATE ONLY. THERE MAY BE OTHER FACILITIES, THE EXISTENCE OF WHICH ARE NOT PRESENTLY KNOWN.

3. CONTRACTOR IS TO VERIFY ALL EXISTING STRUCTURES AND FACILITIES AND NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO ORDERING MATERIAL AND STARTING WORK.

4. ALL APPLICABLE PROVISIONS OF THE CURRENT OCCUPATIONAL SAFETY AND HEALTH ACT ARE HEREIN INCORPORATED BY REFERENCE.

5. THE CONTRACTOR SHALL SUBSCRIBE TO ALL GOVERNING REGULATIONS AND SHALL OBTAIN ALL NECESSARY PUBLIC AGENCY PERMITS PRIOR TO STARTING WORK. THE CONTRACTOR, BY USING THESE PLANS FOR THEIR WORK, AGREE TO HOLD HARMLESS V3 COMPANIES LTD., THE MUNICIPALITY, THEIR EMPLOYEES AND AGENTS AND THE OWNER WHILE ACTING WITHIN THE SCOPE OF THEIR DUTIES FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, DAMAGES, AND THE COST OF DEFENSE ARISING OUT OF CONTRACTOR(S) PERFORMANCE OF THE WORK DESCRIBED

20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR EROSION AN SEDIMENTATION CONTROL AS DETAILED IN THE STORM WATE POLLUTION PREVENTION PLAN.

21. ALL CURB RADII REFER TO BACK OF CURB.

22. ANY AREAS THAT ARE DISTURBED DURING CONSTRUCTION SHALL BE RESTORED IN CONFORMANCE WITH THE REQUIREMENTS OF THE AUTHORITY HAVING JURISDICTION AND SHALL BE INCIDENTAL TO THE CONTRACT.

23. STREET PAVING AND CURBS TO REMAIN SHALL BE PROTECTE FROM DAMAGE AND IF DAMAGED, SHALL BE REPLACED PROMPTLY IN CONFORMANCE WITH THE MUNICIPALITY OR IDOT STANDARD SPECIFICATIONS IN MATERIALS AND WORKMANSHIP.

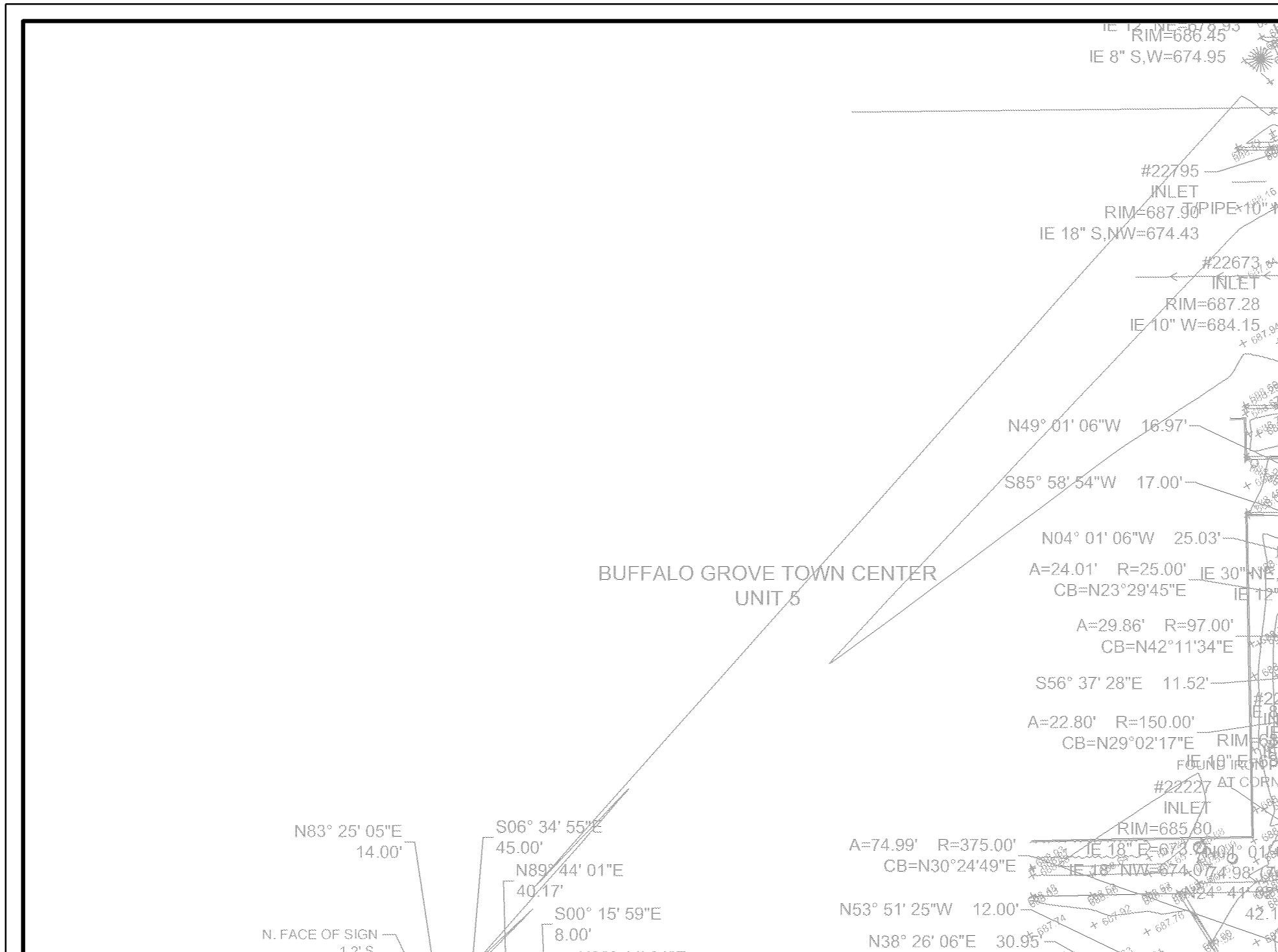
24. PROPOSED ELEVATIONS INDICATE FINISHED CONDITIONS. FO ROUGH GRADING ELEVATIONS ALLOW FOR THICKNESS OF PROPOSED PAVING (ROADS, WALKS, DRIVES, ETC.) OR TOPSOIL AS INDICATED ON DRAWINGS.

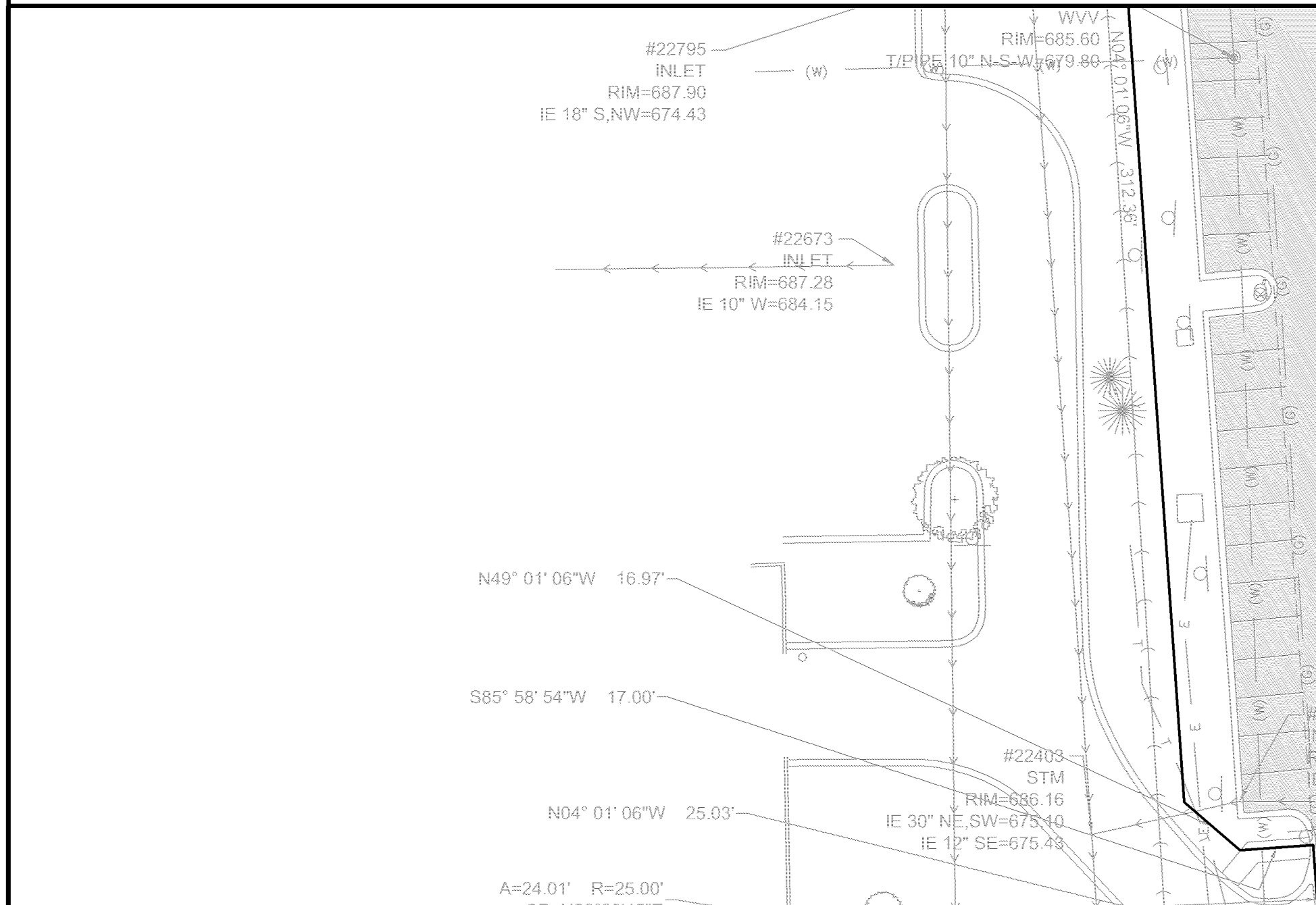
25. CAD FILES ARE AVAILABLE FOR CONSTRUCTION LAYOUT UPO REQUEST.

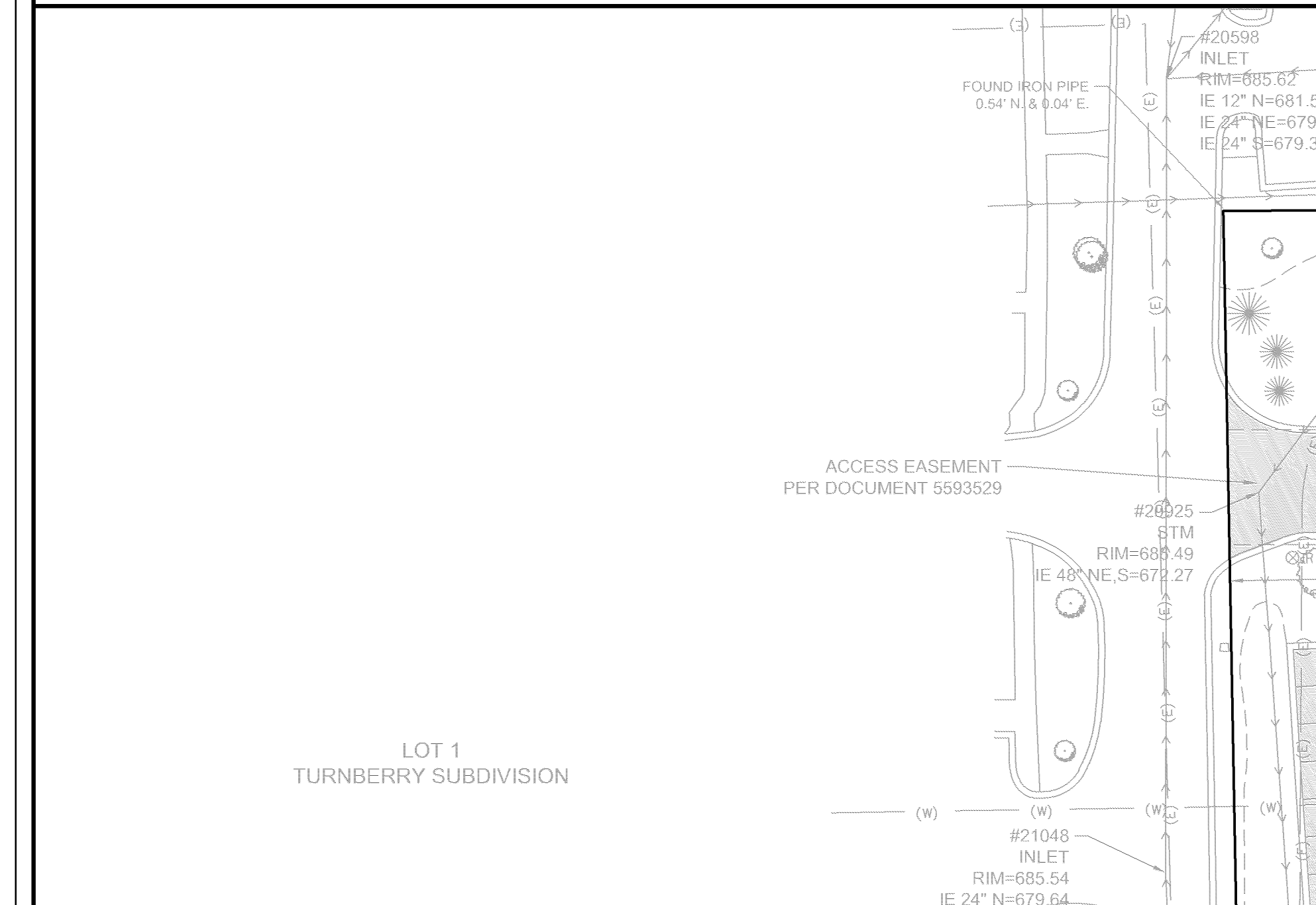
26. BACKFILL SHALL BE PLACED NEXT TO THE CURB AS SOON AS PERMISSIBLE AFTER CONSTRUCTION TO PREVENT SCOURIN AND UNDERCUTTING BY STORM WATER RUNOFF.

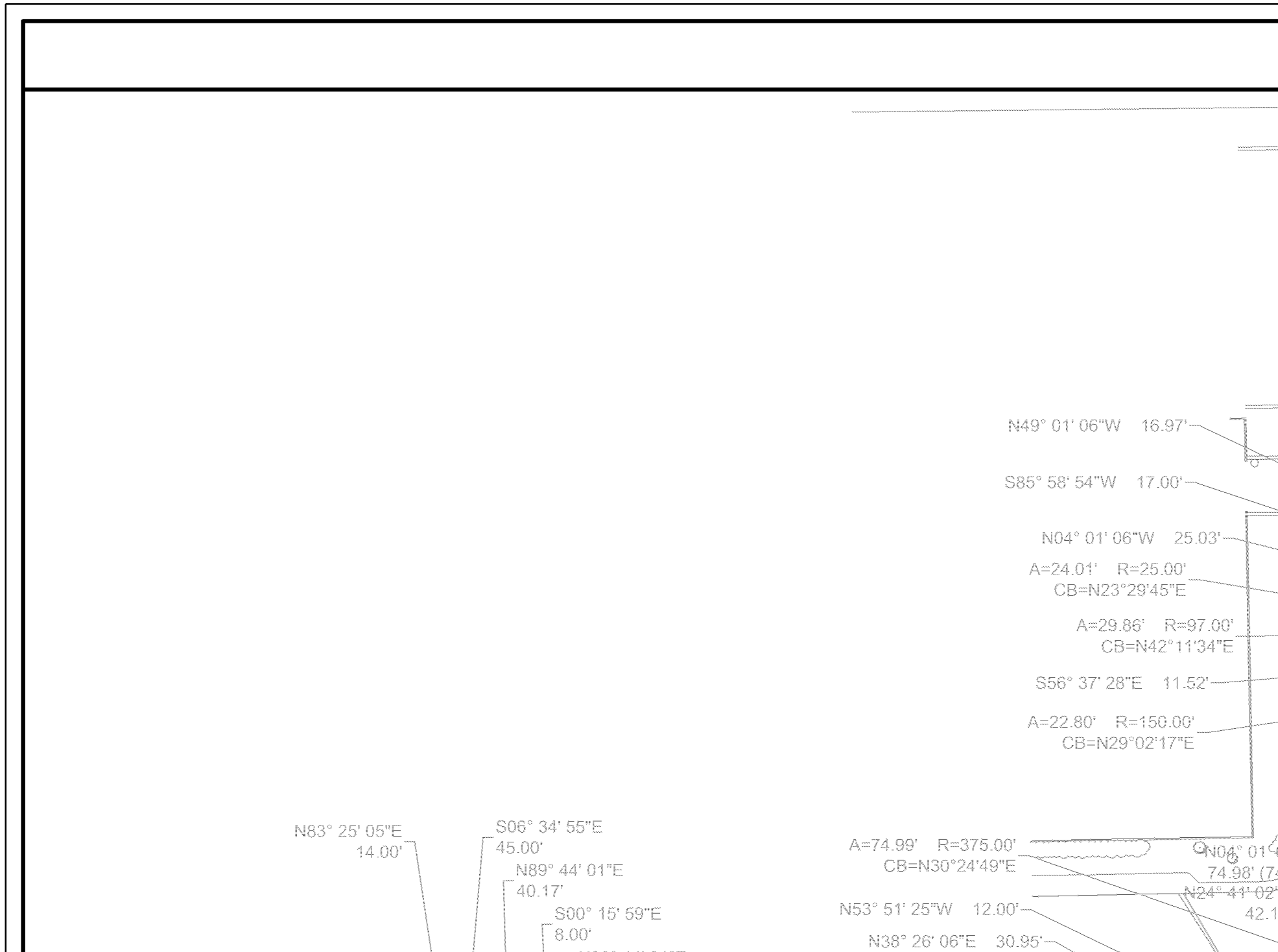
27. BUTT JOINTS SHALL BE PROVIDED WHEREVER NEW PAVEMEI ABUTS EXISTING PAVEMENT. ALL BUTT JOINTS SHALL BE CONSTRUCTED BY MILLING AND SHALL BE CONSIDERED INCIDENTAL TO THE COST OF THE BITUMINOUS SURFACE COURSE.

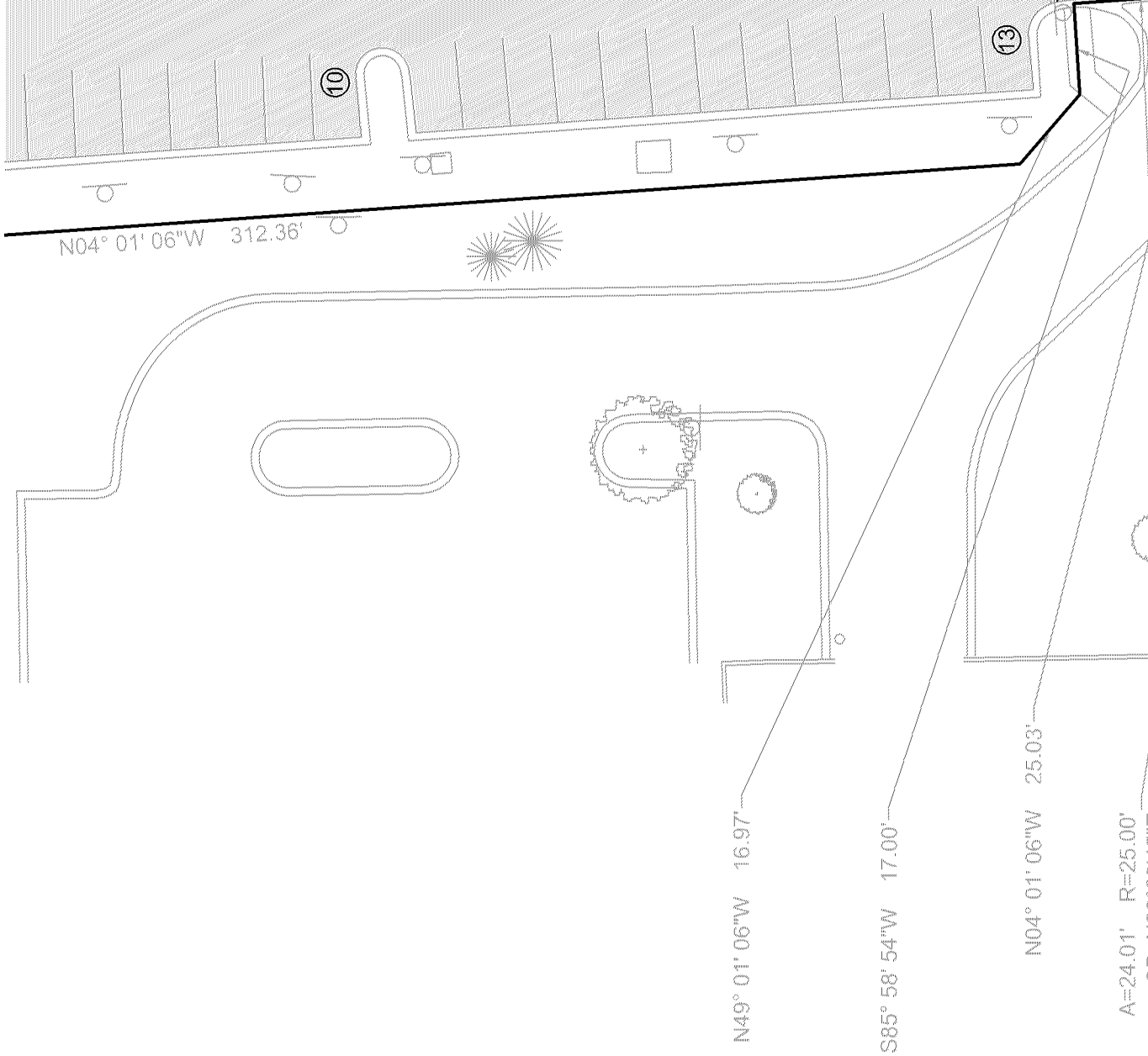
28. WHEN AN EXISTING DRAINAGE ROUTE, EITHER A STORM SEWER OR WATERWAY, IS INTERRUPTED DUE TO CONSTRUCTION, THE DRAINAGE ROUTE SHALL BE REESTABLISHED TO ORIGINAL CONDITIONS BY THE END OF THE SAME WORK DAY. POSITIVE DRAINAGE MUST BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION.

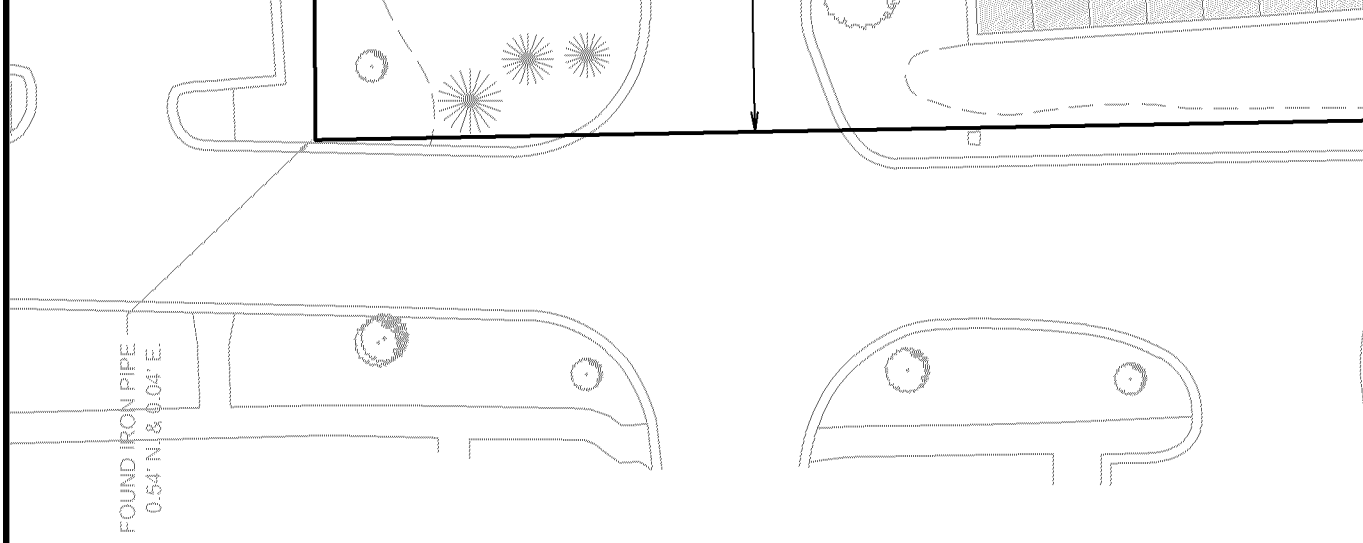

RIM=686.45
IE 8" S,W=674.95
#22795
INLET
RIM=687.90
IE 18" S,NW=674.43
#22673
INLET
RIM=687.28
IE 10" W=684.15
N49° 01' 06"W 16.97'
S85° 58' 54"W 17.00'
N04° 01' 06"W 25.03'
BUFFALO GROVE TOWN CENTER
UNIT 5
A=24.01' R=25.00'
CB=N23°29'45"E
A=29.86' R=97.00'
CB=N42°11'34"E
S56° 37' 28"E 11.52'
A=22.80' R=150.00'
CB=N29°02'17"E
#22227
INLET
RIM=685.80
A=74.99' R=375.00'
CB=N30°24'49"E
N53° 51' 25"W 12.00'
N38° 26' 06"E 30.95'
N83° 25' 05"E
14.00'
S06° 34' 55"E
45.00'
N89° 44' 01"E
40.17'
S00° 15' 59"E
8.00'
N. FACE OF SIGN
12' S

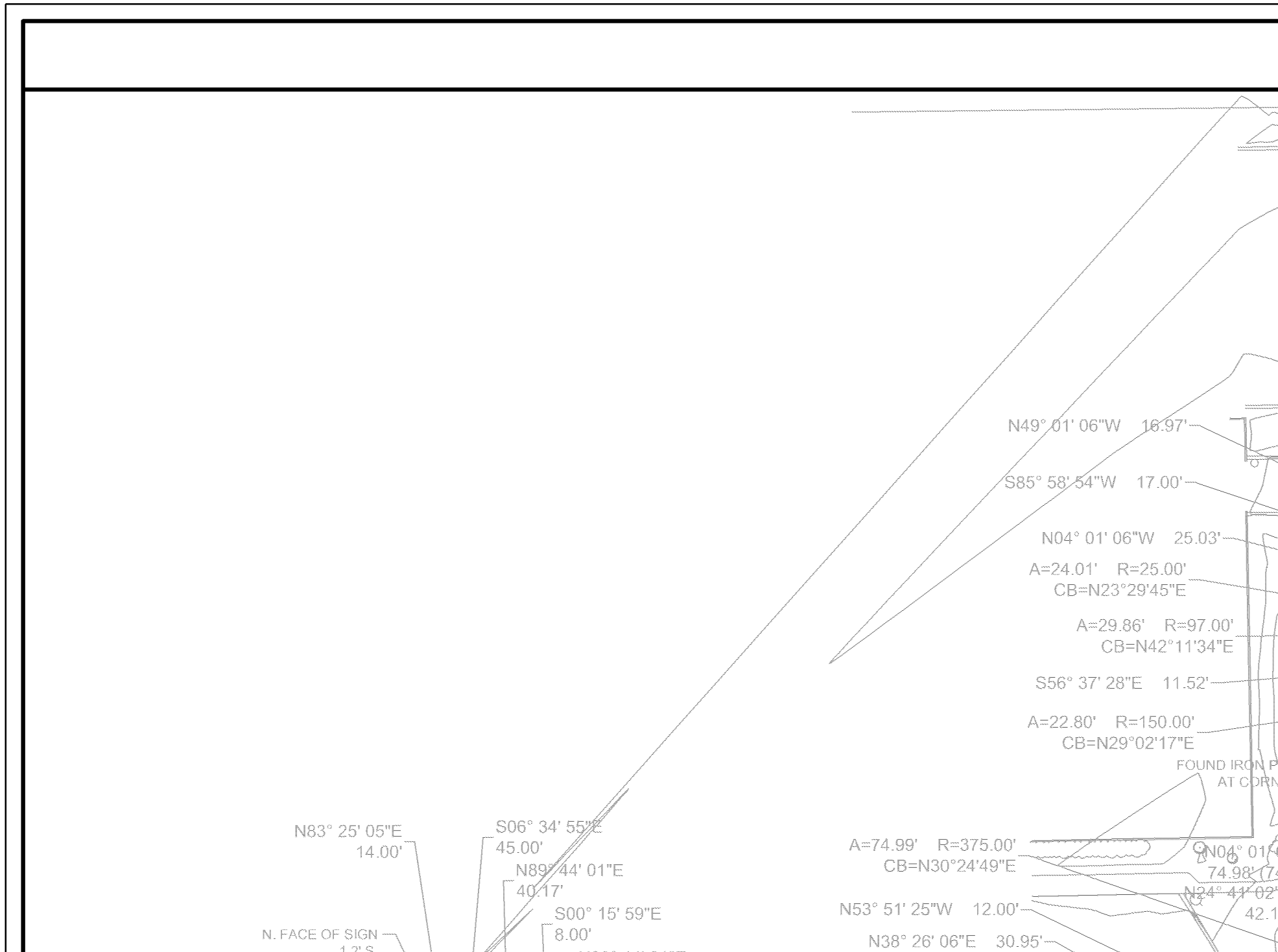

#22795
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(w)
WVV
RIM=685.60
T/PIPE 10" N-S-W=679.80
N04° 01' 06"W 312.36'
#22673
INLET
RIM=687.28
IE 10" W=684.15
N49° 01' 06"W 16.97'
S85° 58' 54"W 17.00'
#22403
STM
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IE 30" NE,SW=675.10
IE 12" SE=675.43
N04° 01' 06"W 25.03'
A=24.01' R=25.00'

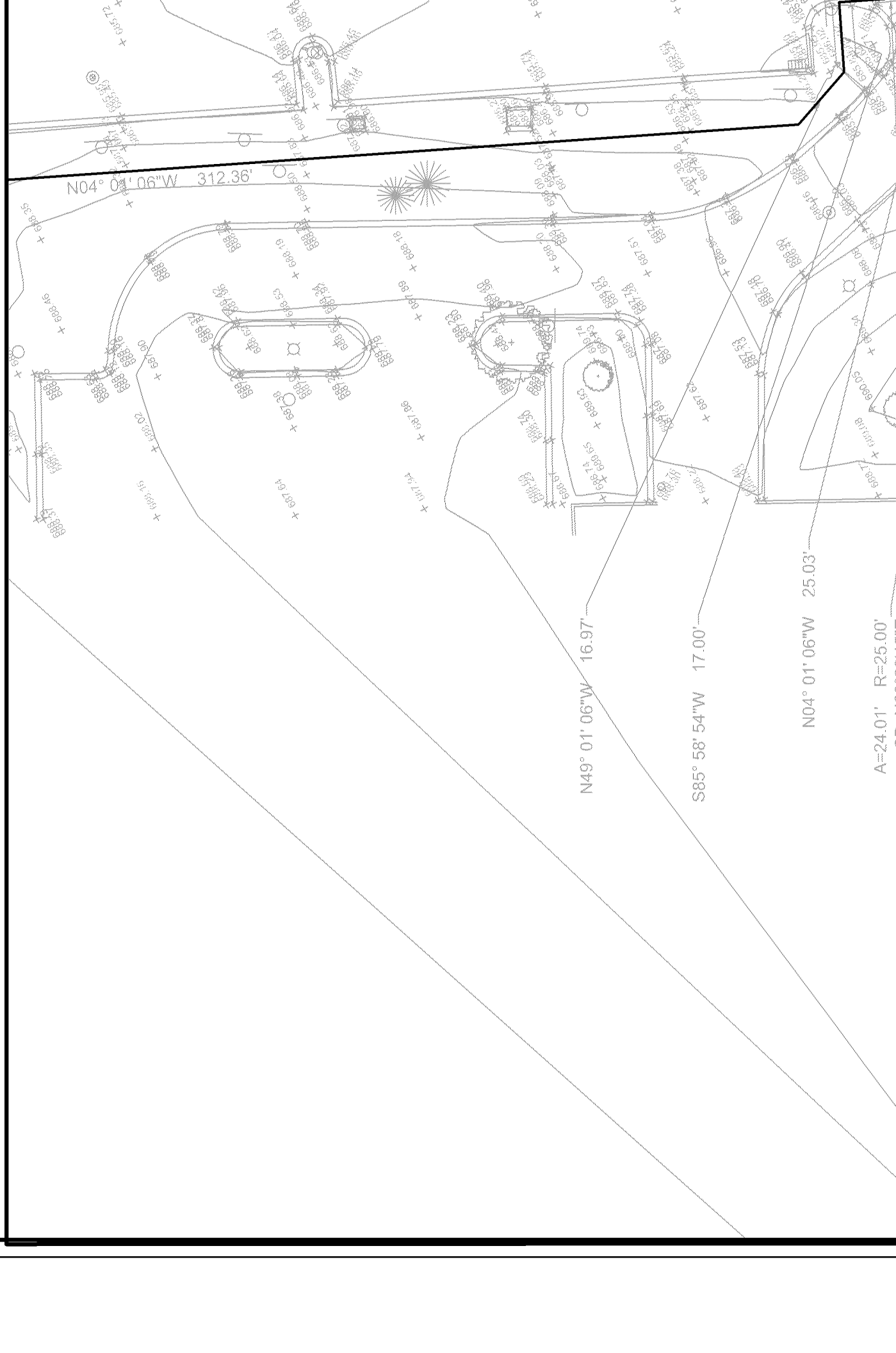

(E)
(E)
#20598
INLET
RIM=685.62
IE 12" N=681.5
IE 24" NE=679
IE 24" S=679.3
FOUND IRON PIPE
0.54' N. & 0.04' E.
(E)
(E)
(E)
(E)
ACCESS EASEMENT
PER DOCUMENT 5593529
#20925
STM
RIM=685.49
IE 48" NE,S=672.27
(E)
(E)
(E)
(W)
(W)
(W)
(W)
#21048
INLET
RIM=685.54
IE 24" N=679.64
LOT 1
TURNBERRY SUBDIVISION

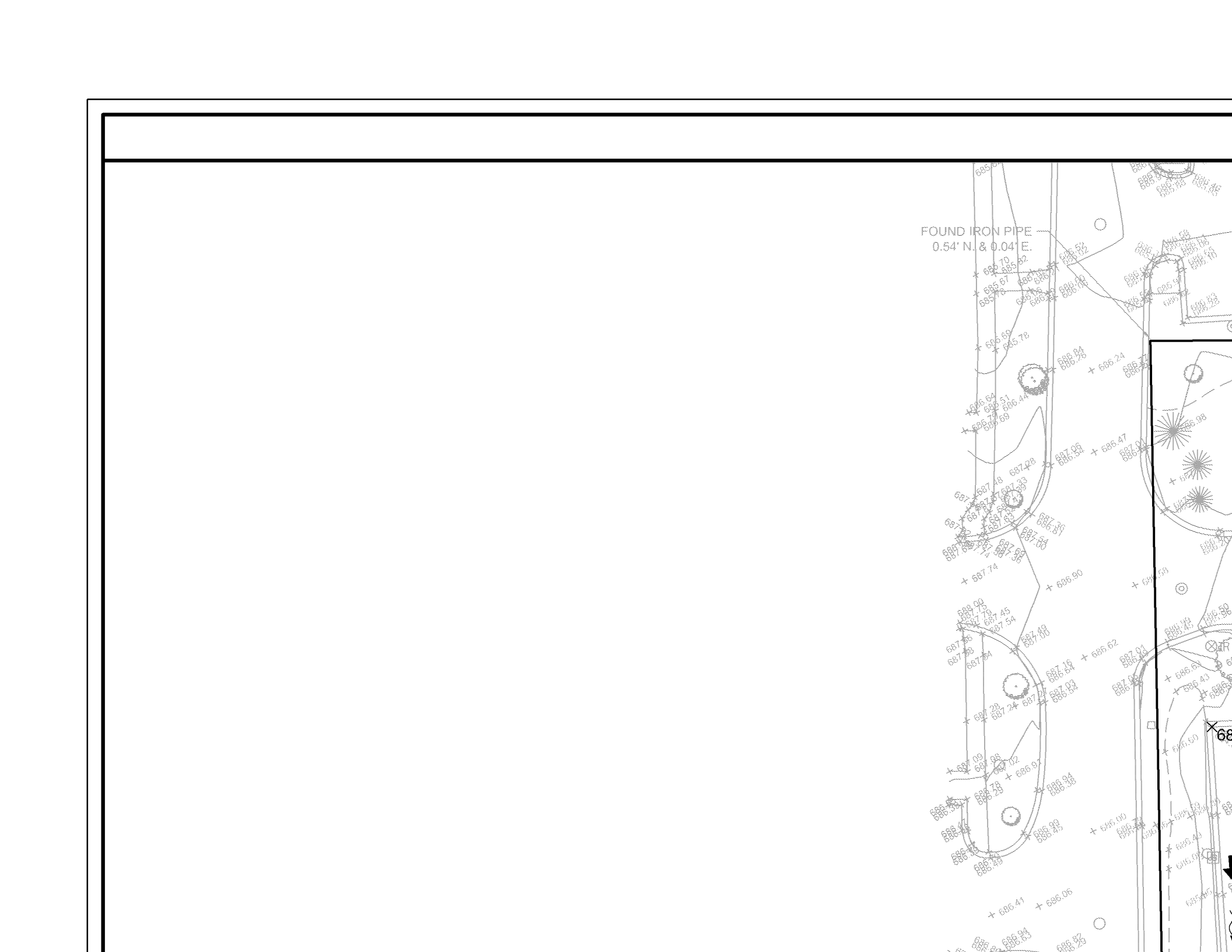

N49° 01' 06"W 16.97'
S85° 58' 54"W 17.00'
N04° 01' 06"W 25.03'
A=24.01' R=25.00'
CB=N23°29'45"E
A=29.86' R=97.00'
CB=N42°11'34"E
S56° 37' 28"E 11.52'
A=22.80' R=150.00'
CB=N29°02'17"E
N83° 25' 05"E
14.00'
S06° 34' 55"E
45.00'
N89° 44' 01"E
40.17'
S00° 15' 59"E
8.00'
A=74.99' R=375.00'
CB=N30°24'49"E
N53° 51' 25"W 12.00'
N38° 26' 06"E 30.95'

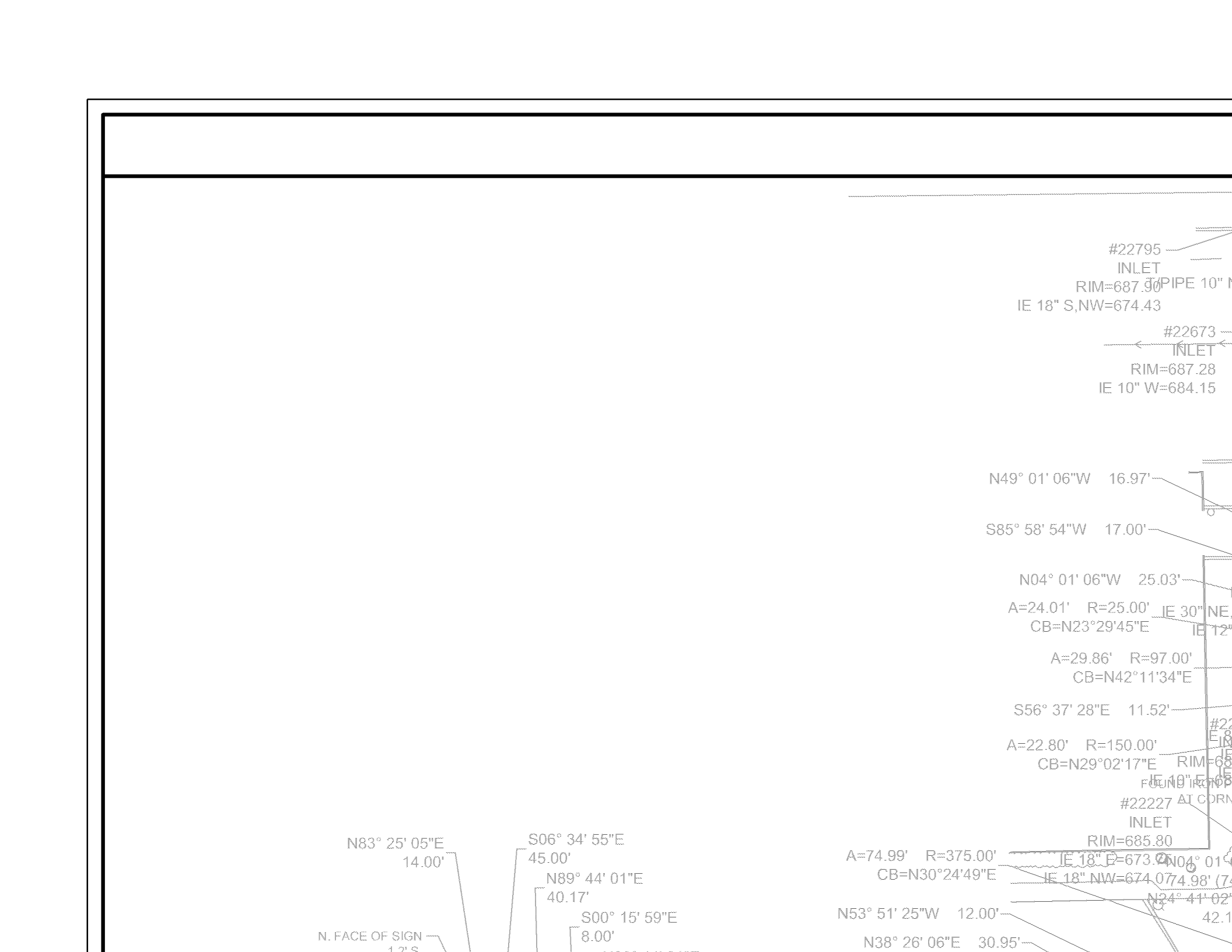

10
13
N04° 01' 06"W 312.36'
N49° 01' 06"W 16.97'
S85° 58' 54"W 17.00'
N04° 01' 06"W 25.03'
A=24.01' R=25.00'

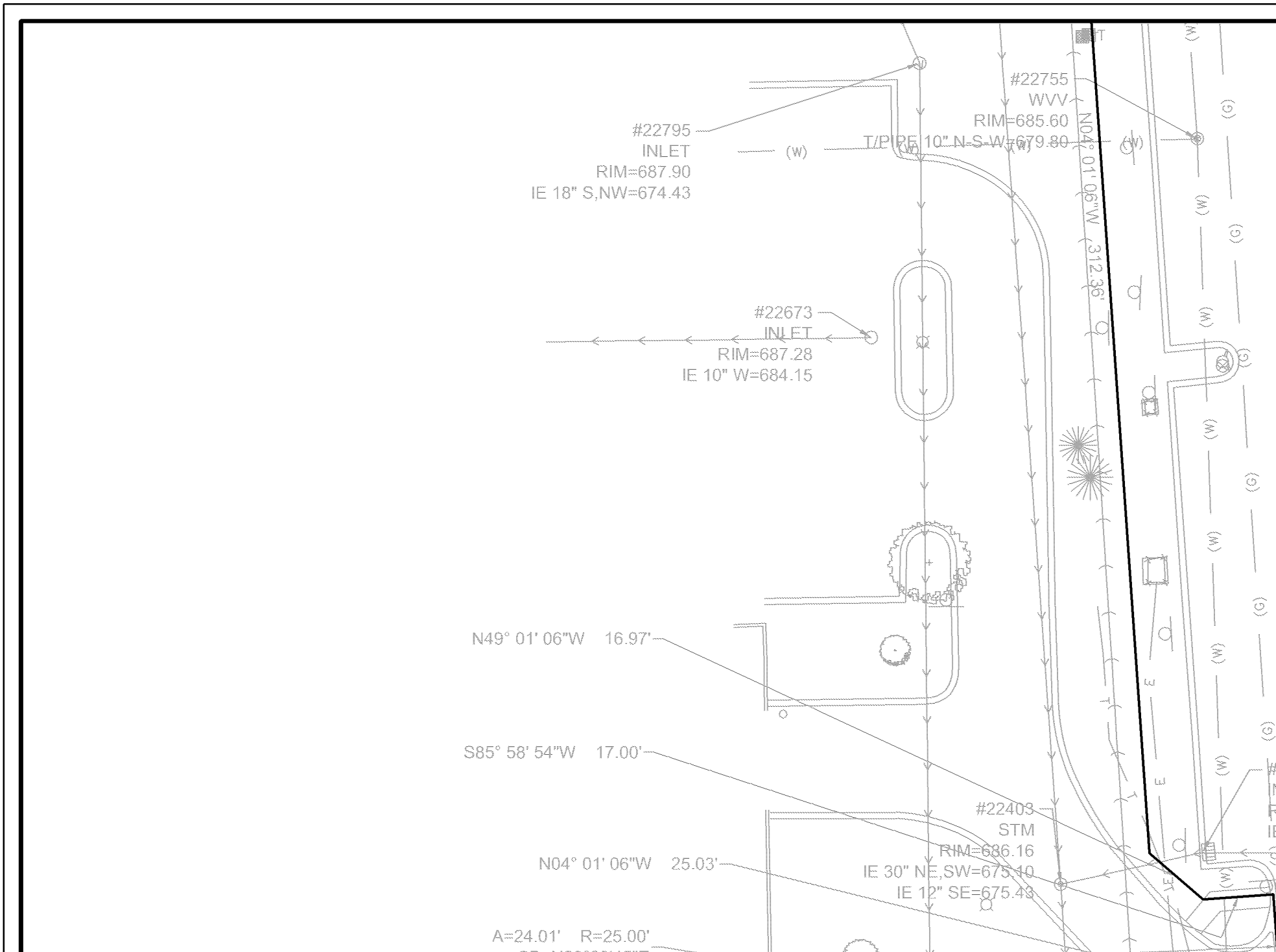

FOUND IRON PIPE
0.54' S & 0.04' E.

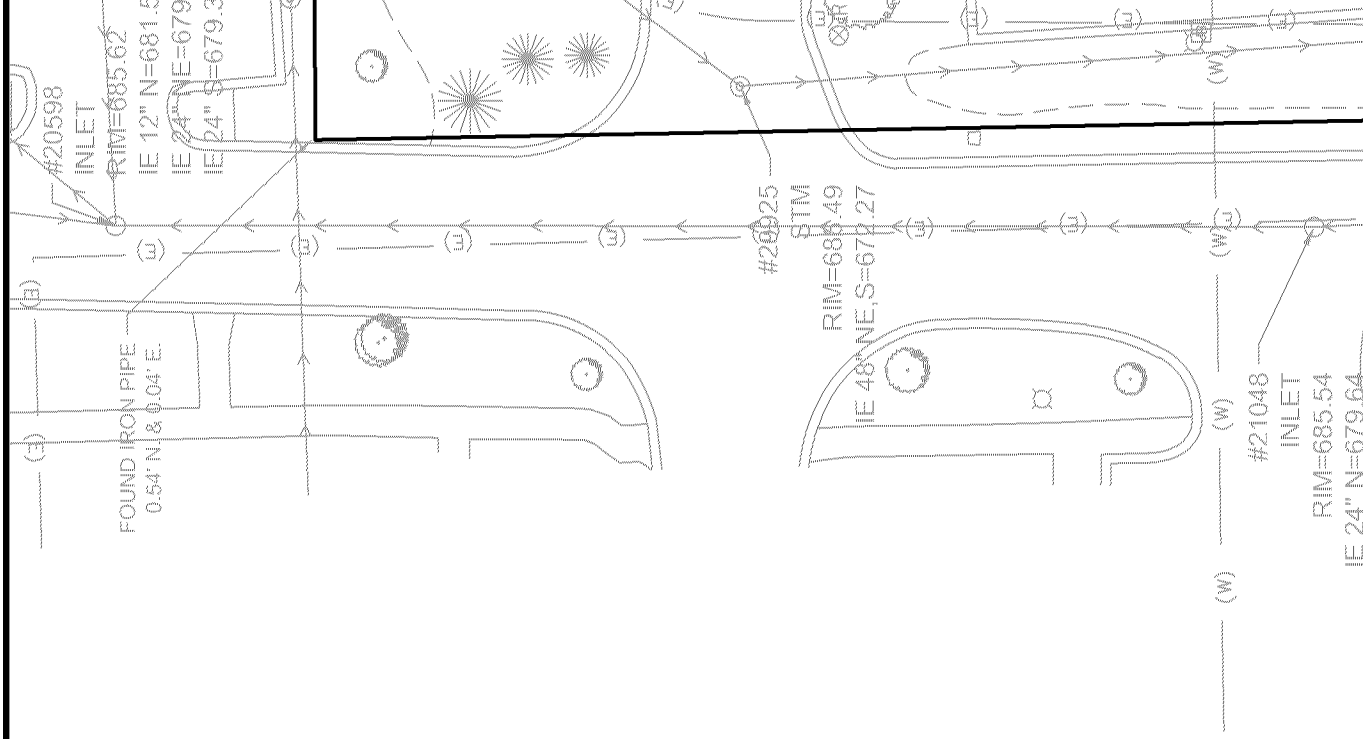

N49° 01' 06"W 16.97'
S85° 58' 54"W 17.00'
N04° 01' 06"W 25.03'
A=24.01' R=25.00'
CB=N23°29'45"E
A=29.86' R=97.00'
CB=N42°11'34"E
S56° 37' 28"E 11.52'
A=22.80' R=150.00'
CB=N29°02'17"E
FOUND IRON P
AT CORN
A=74.99' R=375.00'
CB=N30°24'49"E
N04° 01'
74.98'
N24° 41' 02"
42.1
N53° 51' 25"W 12.00'
N38° 26' 06"E 30.95'
N83° 25' 05"E
14.00'
S06° 34' 55"E
45.00'
N89° 44' 01"E
40.17'
S00° 15' 59"E
8.00'
N. FACE OF SIGN
1.2' S


N04° 01' 06"W 312.36'
N49° 01' 06"W 16.97'
S85° 58' 54"W 17.00'
N04° 01' 06"W 25.03'
A=24.01' R=25.00'


FOUND IRON PIPE
0.54' N. & 0.04' E.

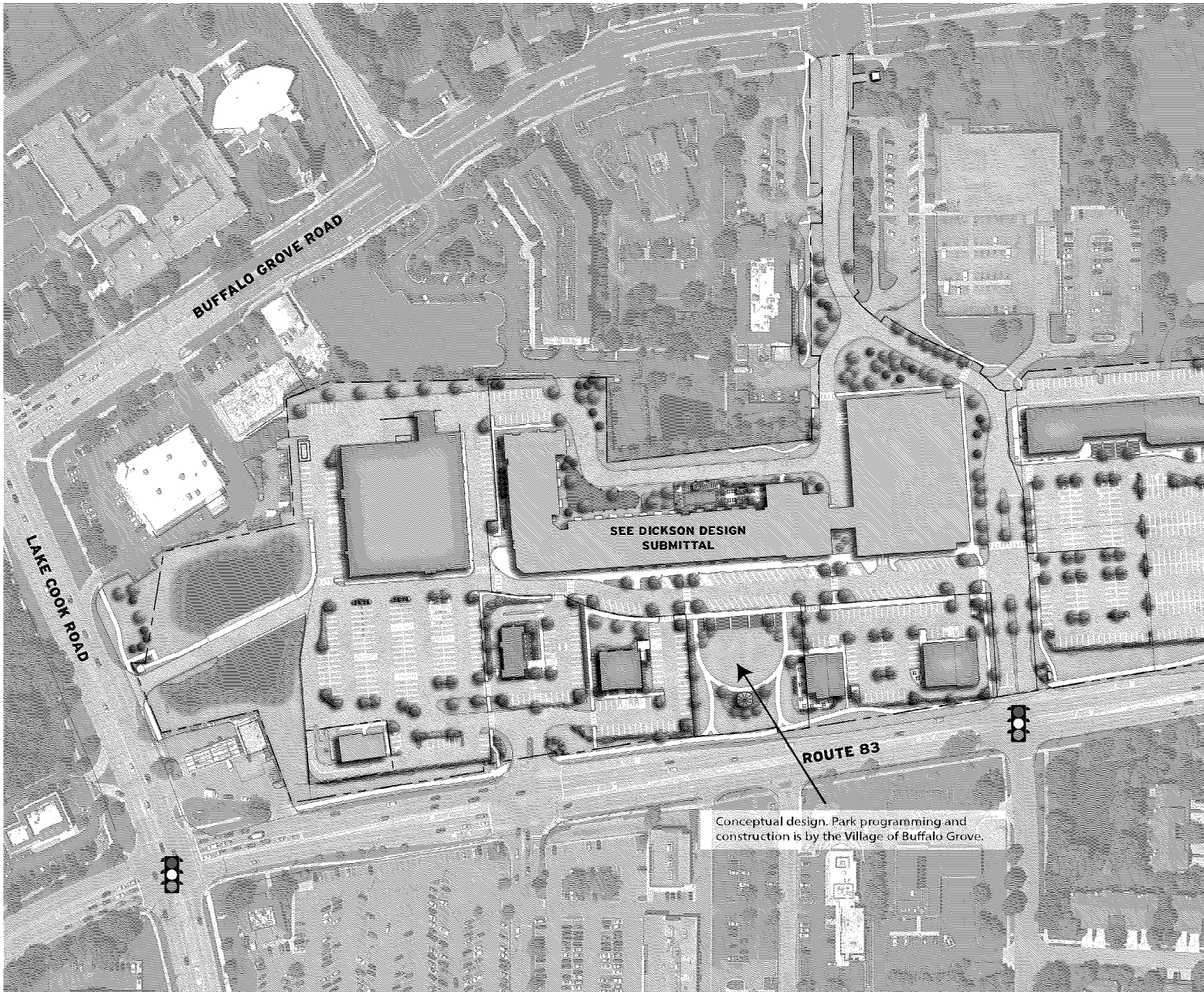

#22795
INLET
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IE 18" S,NW=674.43
#22673
INLET
RIM=687.28
IE 10" W=684.15
N49° 01' 06"W 16.97'
S85° 58' 54"W 17.00'
N04° 01' 06"W 25.03'
A=24.01' R=25.00'
CB=N23°29'45"E
A=29.86' R=97.00'
CB=N42°11'34"E
S56° 37' 28"E 11.52'
A=22.80' R=150.00'
CB=N29°02'17"E
#22227
INLET
RIM=685.80
A=74.99' R=375.00'
CB=N30°24'49"E
N53° 51' 25"W 12.00'
N38° 26' 06"E 30.95'
N83° 25' 05"E
14.00'
S06° 34' 55"E
45.00'
N89° 44' 01"E
40.17'
S00° 15' 59"E
8.00'
N. FACE OF SIGN

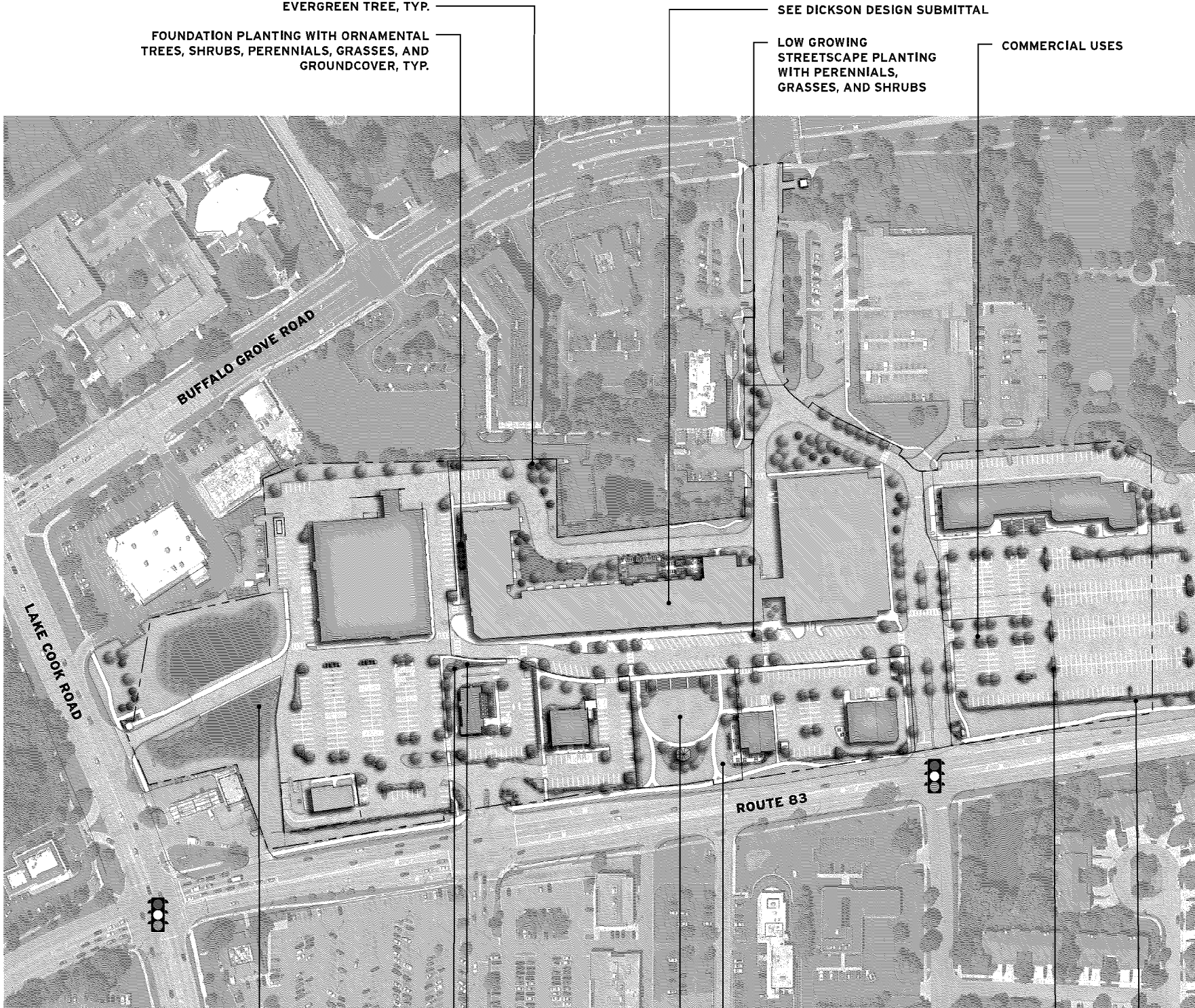

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WVV
RIM=685.60
T/PIPE 10" N-S-W=679.80
N04° 01' 06"W 312.36'
#22673
INLET
RIM=687.28
IE 10" W=684.15
N49° 01' 06"W 16.97'
S85° 58' 54"W 17.00'
#22403
STM
RIM=686.16
IE 30" NE,SW=675.10
IE 12" SE=675.43
N04° 01' 06"W 25.03'
A=24.01' R=25.00'


#20598
NLET
RIM=685.62
E 12" N 68.5
E 24" E=679.62
E 54" E=673.62
FOUND IRON PIPE
0.54' S & 0.04' E.
#23925
1" NE
RIM=684.49
E 48" NE S=671.27
#21048
INLET
RIM=685.54
E 24" E=679.64

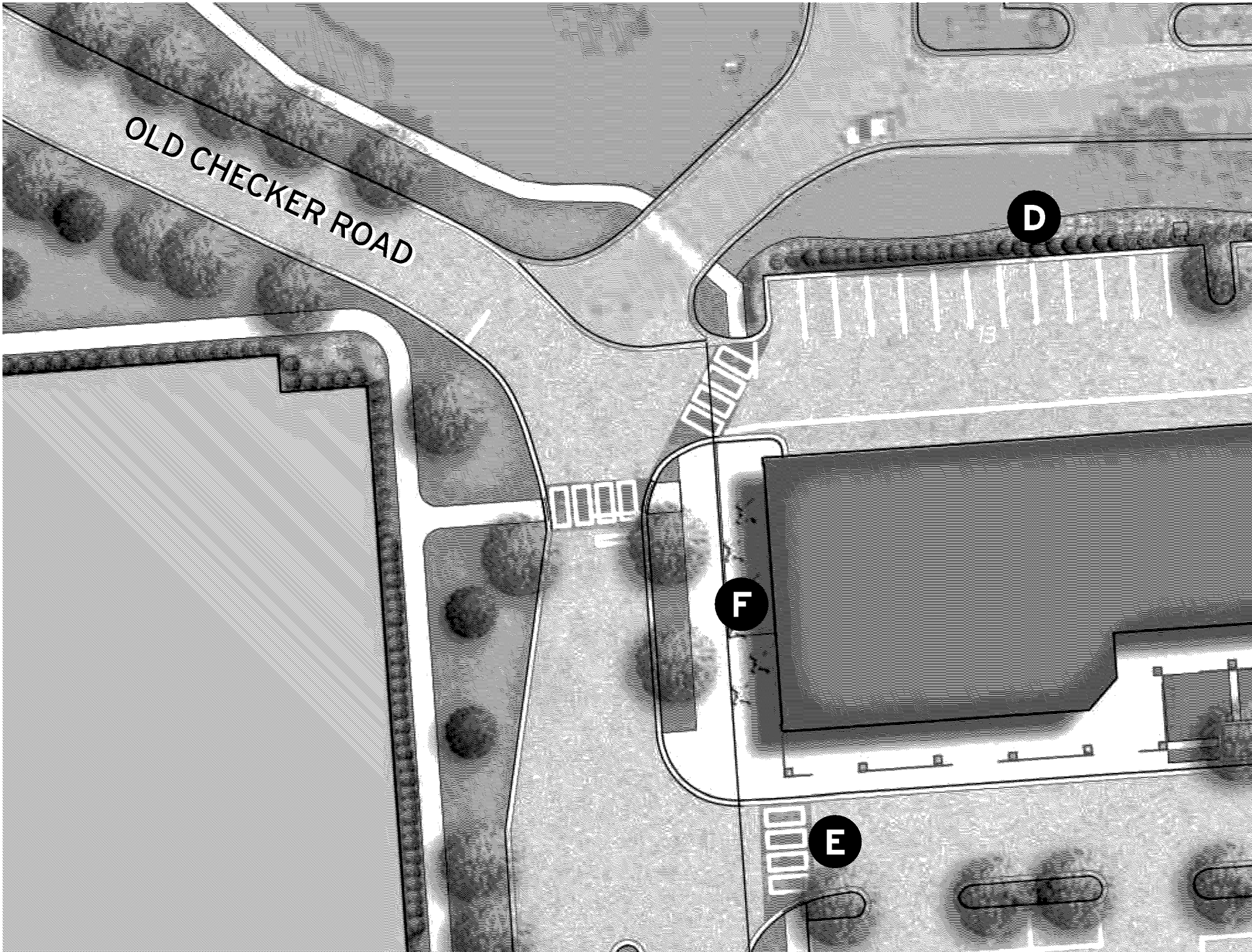
DEVELOPMENT PLANS
Landscape Plan

ROUTE 83
BUFFALO GROVE ROAD
LAKE COOK ROAD

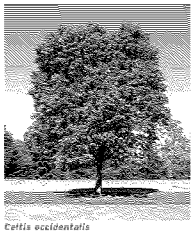

BUFFALO GROVE ROAD
LAKE COOK ROAD
SEE DICKSON DESIGN SUBMITTAL
ROUTE 83
Conceptual design. Park programming and construction is by the Village of Buffalo Grove.


EVERGREEN TREE, TYP.
FOUNDATION PLANTING WITH ORNAMENTAL TREES, SHRUBS, PERENNIALS, GRASSES, AND GROUNDCOVER, TYP.
SEE DICKSON DESIGN SUBMITTAL
LOW GROWING STREETSCAPE PLANTING WITH PERENNIALS, GRASSES, AND SHRUBS
COMMERCIAL USES
BUFFALO GROVE ROAD
LAKE COOK ROAD
ROUTE 83

SEE
DICKSON
DESIGN
SUBMITTAL
ROUTE 83
BUFFALO GROVE ROAD
LAKE COOK ROAD


OLD CHECKER ROAD
D
F
E

DECIDUOUS TREES



Celtis occidentalis
Common Hackberry



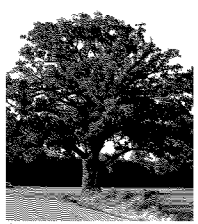
Ginkgo biloba 'Princeton Sentry'
Princeton Sentry Maidenhair Tree



Gymnocladus dioica
Kentucky Coffee Tree



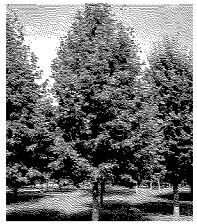
Fagus sylvatica
European Beech



Quercus macrocarpa
Bur Oak



Quercus robur
English Oak



Tilia euchlora 'Redmond'
Redmond Linden



Ulmus 'Homestead'
Homestead Elm

ORNAMENTAL TREES



Cercis canadensis
Eastern Redbud



Cornus mas 'Golden Glory'
Golden Glory Cornelian Cherry Dogwood

EVERGREEN TREES



Pinus strobus 'Fastigiata'
Columnar Eastern White Pine

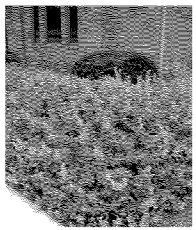
DECIDUOUS SHRUBS



Aronia melanocarpa
Glossy Black Chokeberry



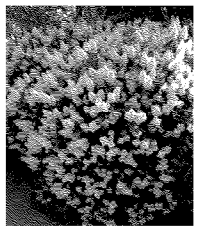
Myrica pensylvanica
Bayberry



Rhus aromatica 'Gro Low'
Gro Low Sumac



Spiraea betulifolia 'Tor'
Birchleaf Spirea



Syringa patula 'Ms. Kim'
Ms. Kim Lilac

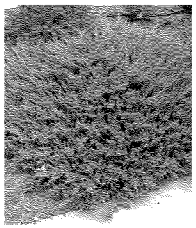


Viburnum prunifolium
Blackhaw Viburnum

EVERGREEN SHRUBS



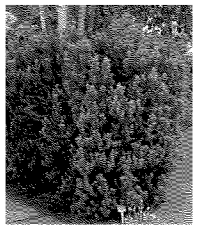
Juniperus chinensis 'Sea Green'
Sea Green Juniper



Juniperus horizontalis
'Plumosa Compacta'
Youngstown Andorra Juniper



Taxus media 'Everlow'
Everlow Yew

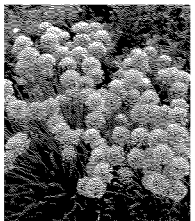


Taxus media 'Hicksii'
Hicks Yew



Thuja occidentalis 'Nigra'
American Arborvitae

PERENNIALS & ORNAMENTAL GRASSES



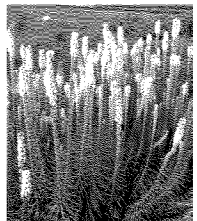




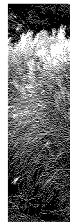












DECIDUOUS TREES



Ginkgo biloba ‘Princeton Sentry’
Princeton Sentry Maidenhair Tree

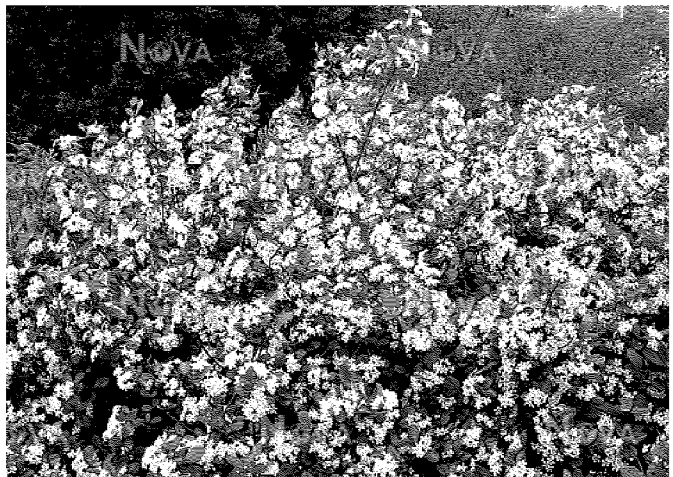


Gymnocladus dioica
Kentucky Coffee Tree



Fagus sylvatica
European Beech

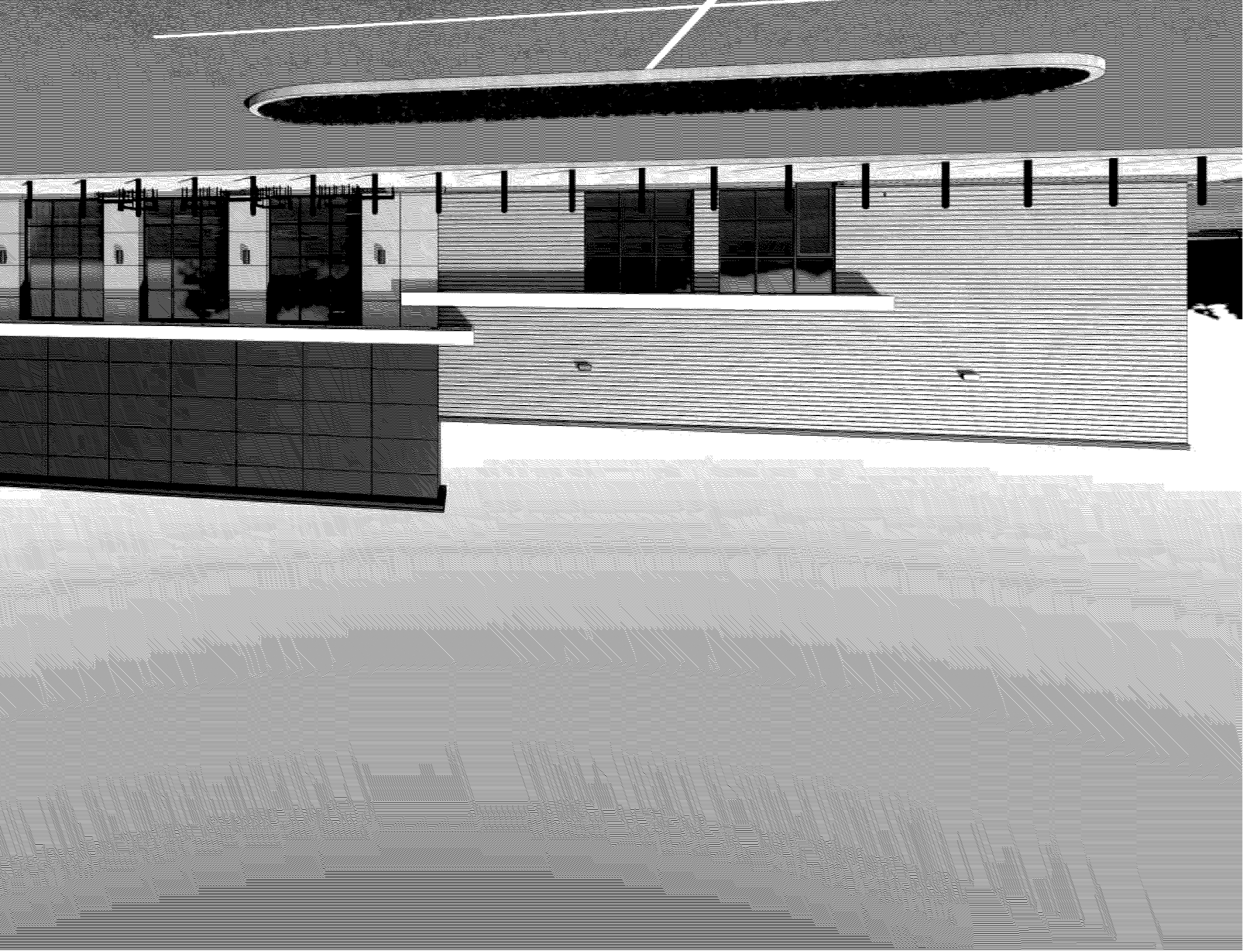
DECIDUOUS SHRUBS





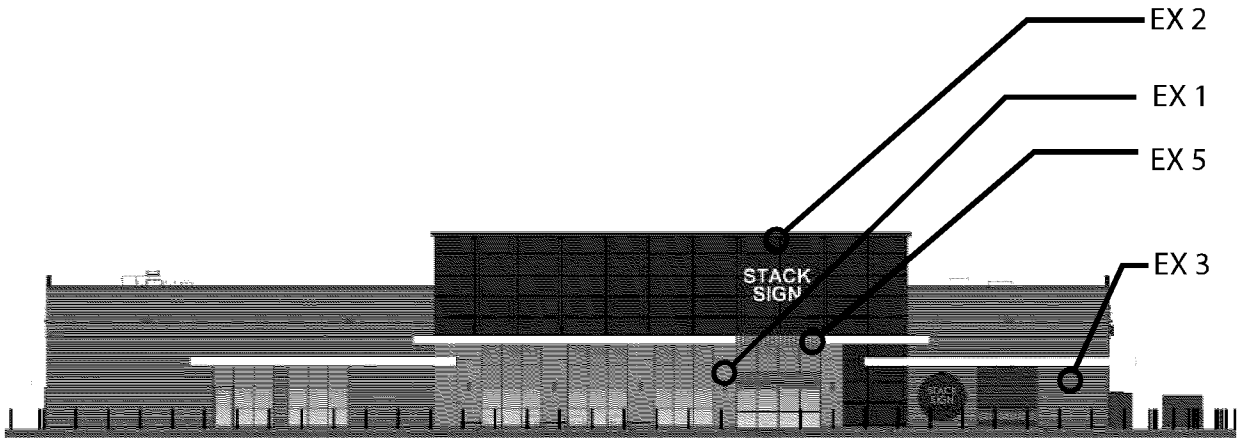


DEVELOPMENT PLANS RETA
Architectural Renderings

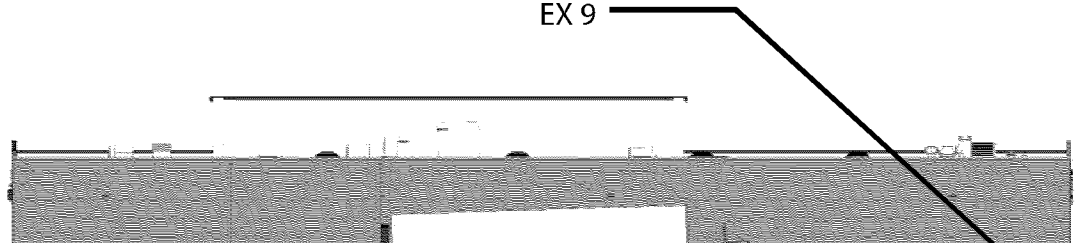


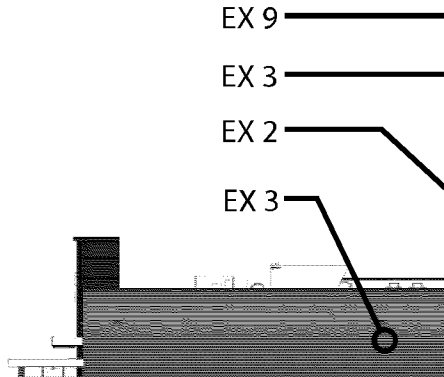

STACK
SIGN
STACK
SIGN


STACK
SIGN

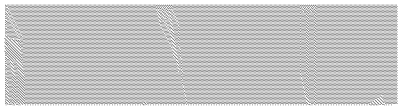
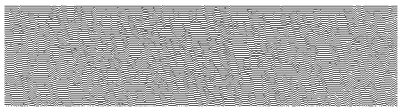
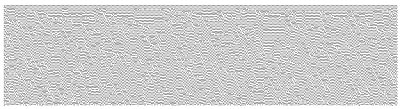
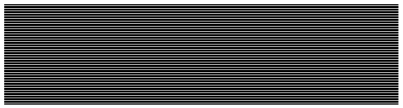
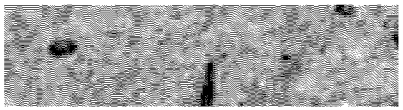
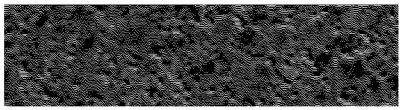


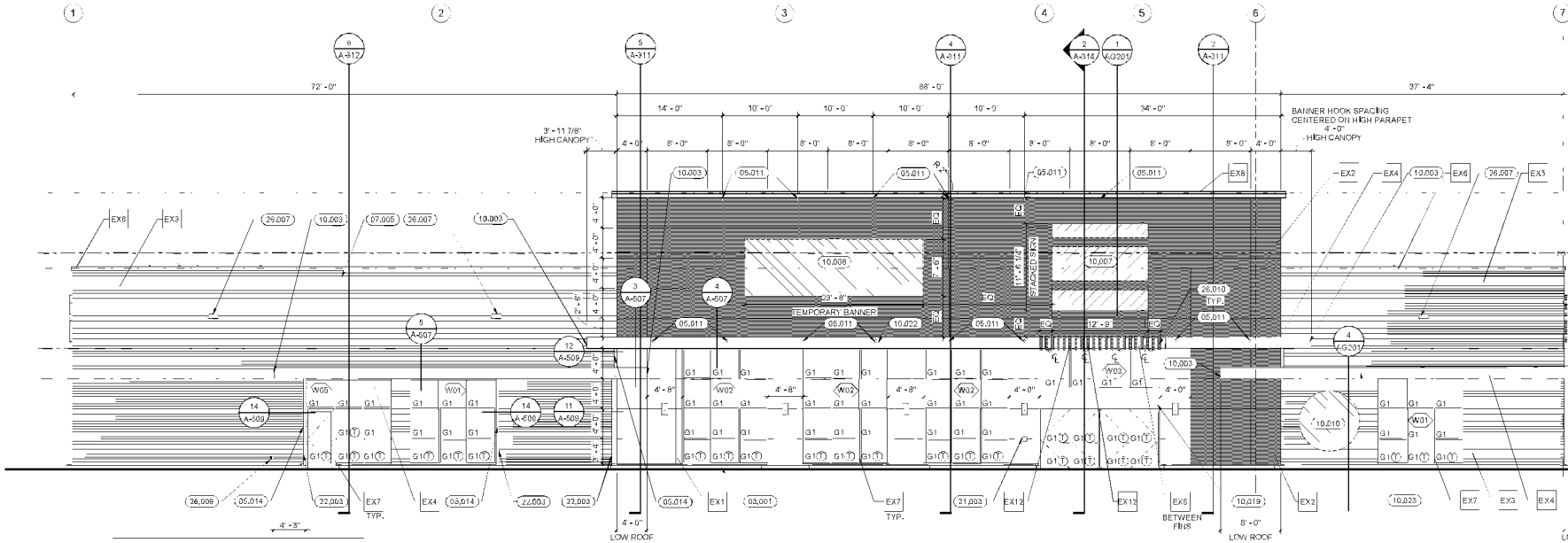
FRONT ELEVATION





EXTERIOR MATERIALS SCHEDULE

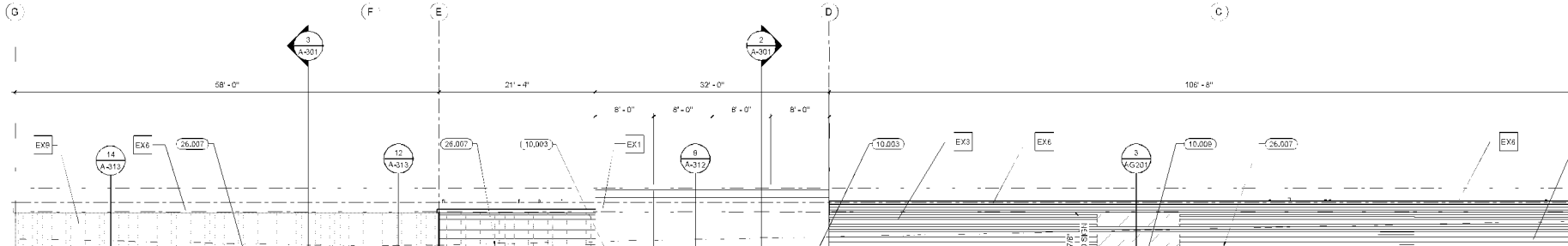
IMAGE	TAG	MANUFACTURER	PRODUCT
	EX1	STONEWOOD ARCHITECTURAL PANELS	PHENOLIC PANEL - CONCEALE FASTENER
	EX2	STONEWOOD ARCHITECTURAL PANELS	PHENOLIC PANEL - CONCEALE FASTENER
	EX3	IMETCO	24 GA GALVANIZED
	EX4	MAPES ARCHITECTURAL CANOPIES	CANTILEVER CANOPY
	EX5	MAPES ARCHITECTURAL CANOPIES/ SOFFIT	CANTILEVER CANOPY/ ALUMINUM
	EX6	FIRESTONE	PARAPET COPING
	EX7	KAWNEER	ALUMINUM STOREFRONT
	EX8	FIRESTONE	PARAPET COPING
	EX9	OLDCASTLE	BURNISHED CMU
	EX10	OLDCASTLE	SLOPED COPING
	EX11	SHERWIN WILLIAMS	PAINT
	EX12	ARCHITECTURAL CANOPIES	CANOPY 'FINS'

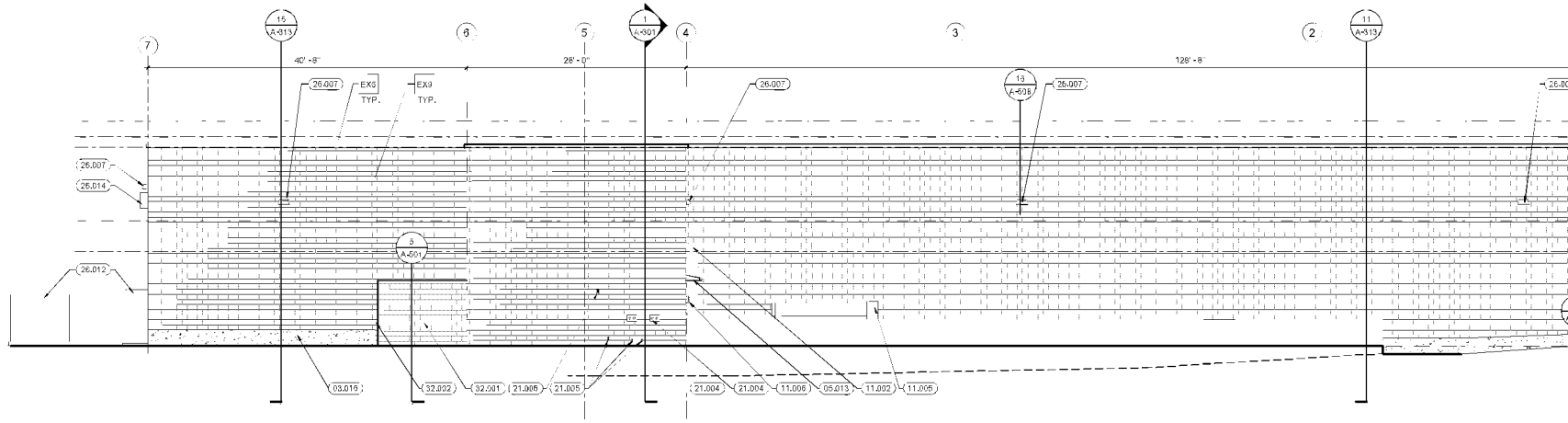


DESIGNER NOTE:
IN WALL CANOPY DRAINAGE, COORDINATE LOCATIONS WITH STRUCTURAL, PLUMBING, AND CIVIL.

1 FRONT ELEVATION

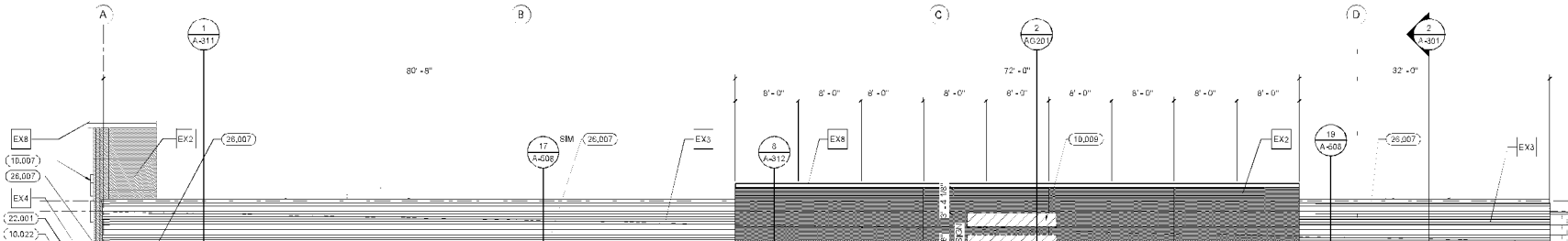
1/8" = 1'-0"





1 A-202 **REAR ELEVATION**

1/8" = 1'-0"



Elevate
Sign Group

GYG Buffalo Grove IL

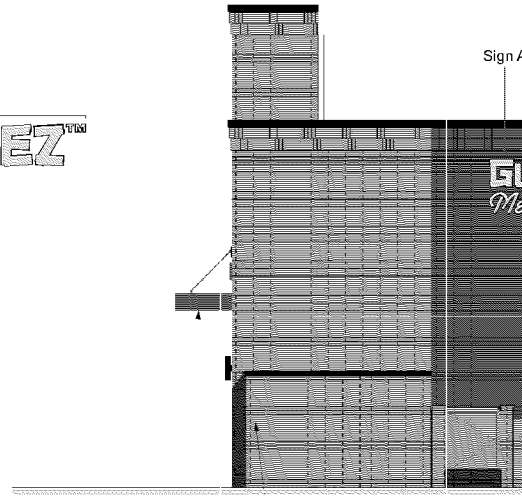
Paul Rzewuski
Elevate Sign Group
120 N. Ridge Ave.
Lombard, IL 60148
www.elevatesigngroup.com

R4

Sign A

UL Listed channel Letters
5in projection from wall





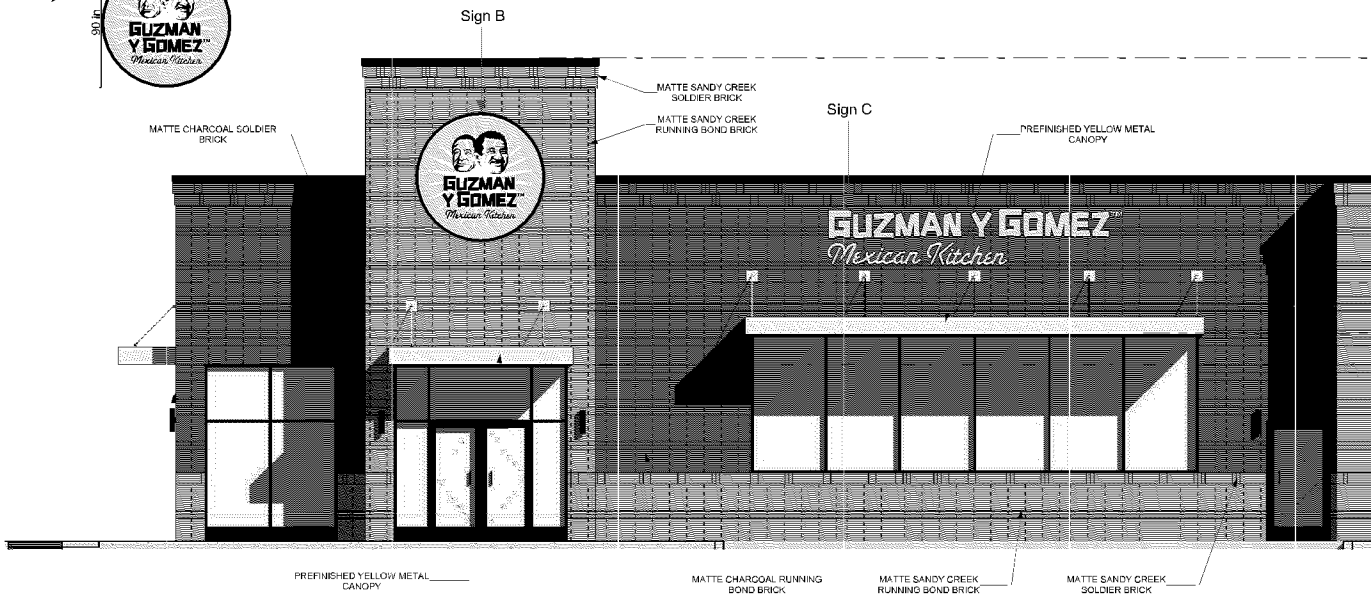
1 West Elevation
1/4" = 1'-0"

Sign B

Illuminated LOGO
plex face/LED internal illumination
UL Listed

5in projection





2 North Elevation
1/4" = 1'-0"

Sign C

Elevate
Sign Group

GYG Buffalo Grove IL

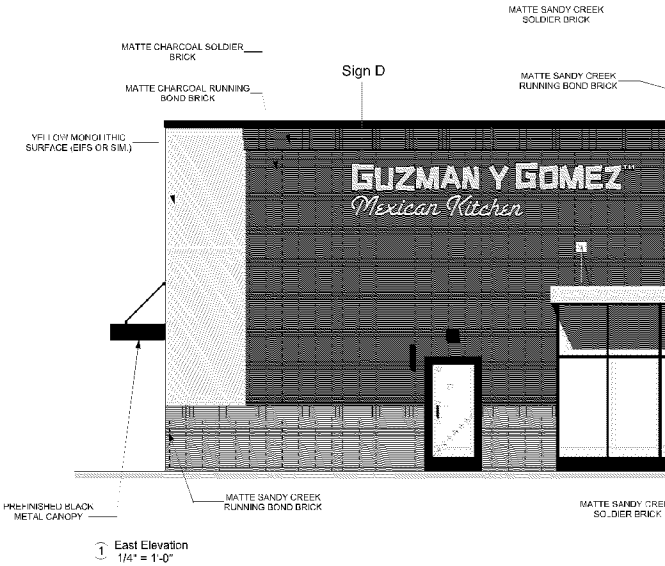
Paul Rzewuski
Elevate Sign Group
120 N. Ridge Ave.
Lombard, IL 60148
www.elevatesigngroup.com

R4

Sign D

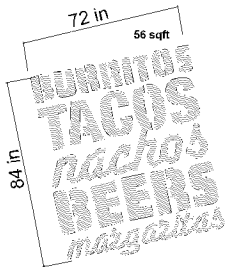
UL Listed channel Letters
5in projection from wall



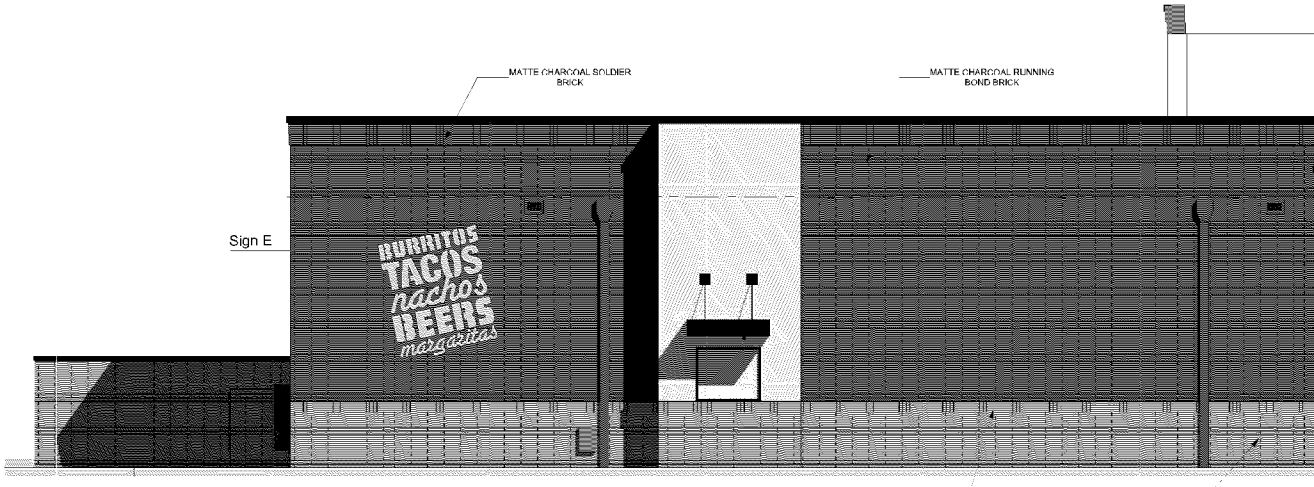


1 East Elevation
1/4" = 1'-0"

Sign E

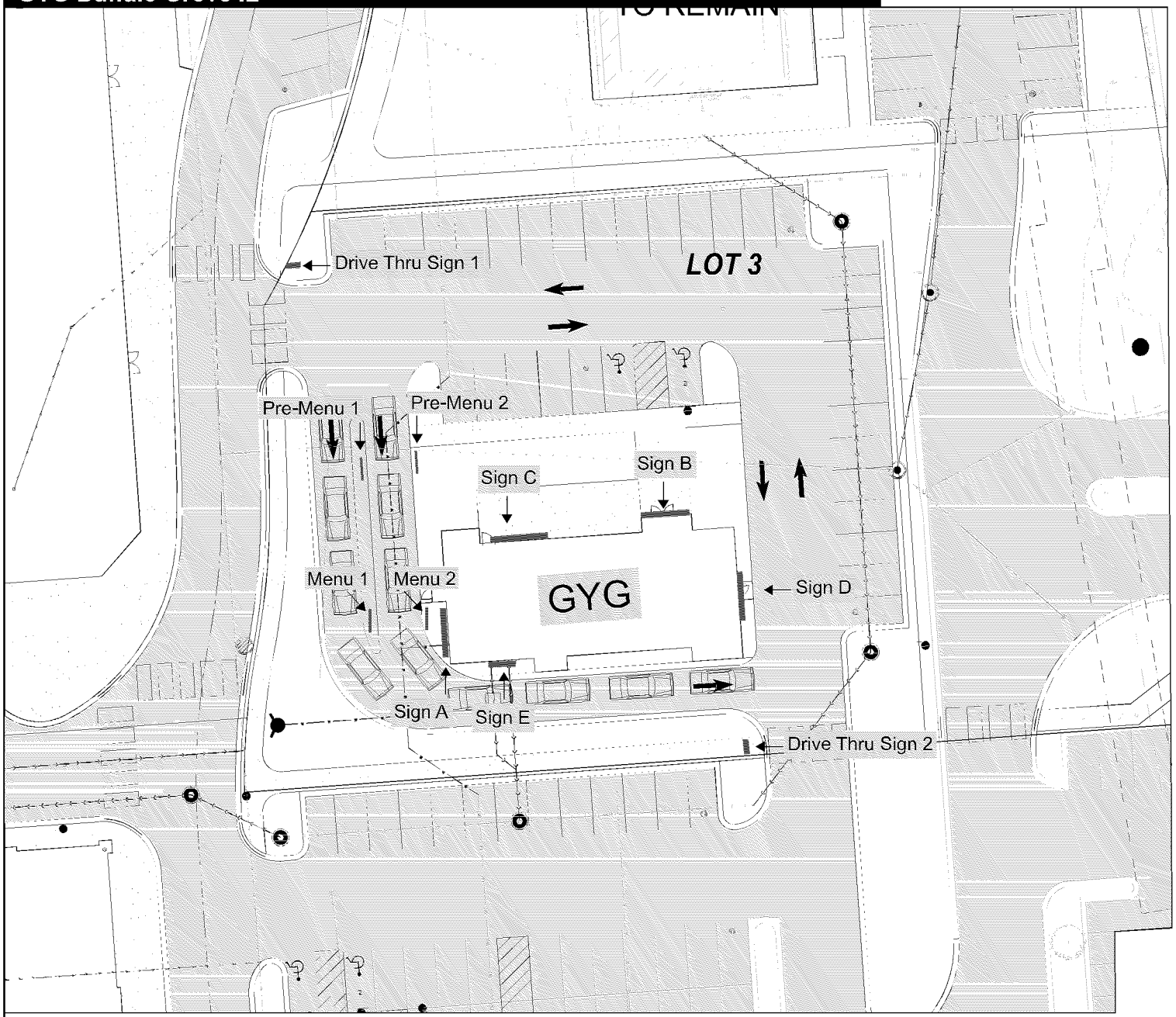


Non-illuminated Flat Cut Out Aluminum Letters



2 South Elevation

GYG Buffalo Grove IL

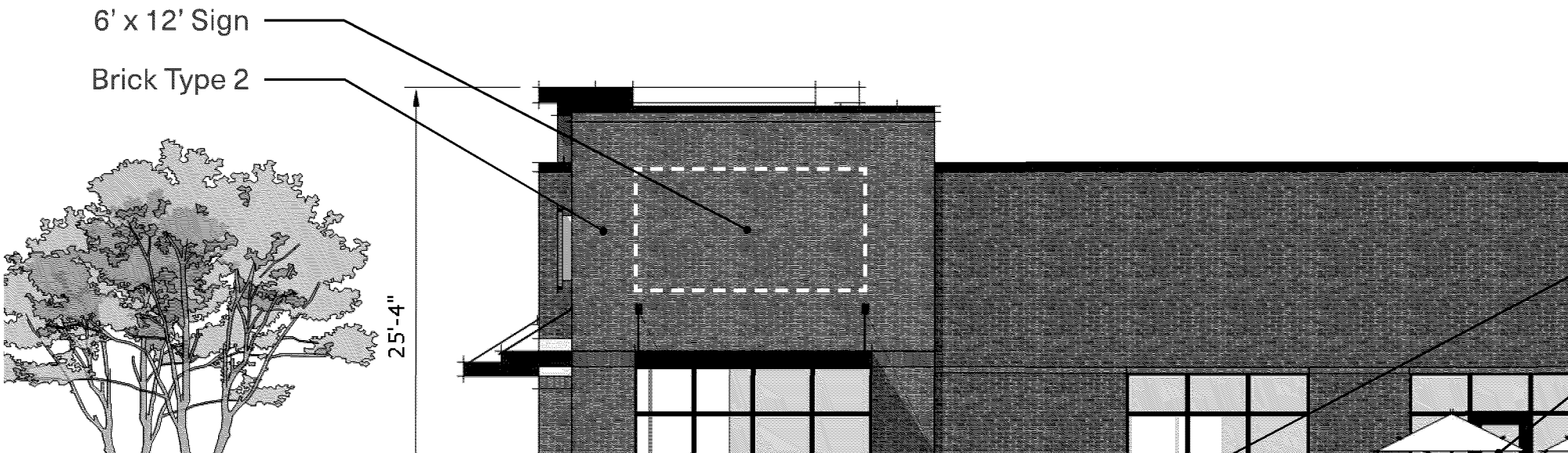



TENANT
Specialty


BRAND
BRAND
Tenant
TENANT

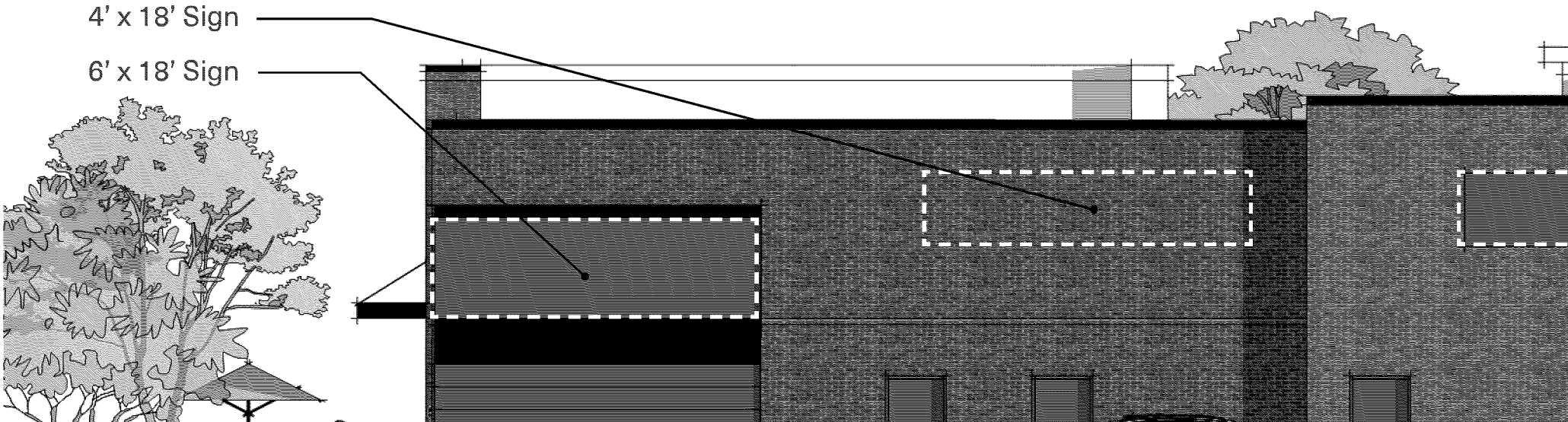


West Elevation

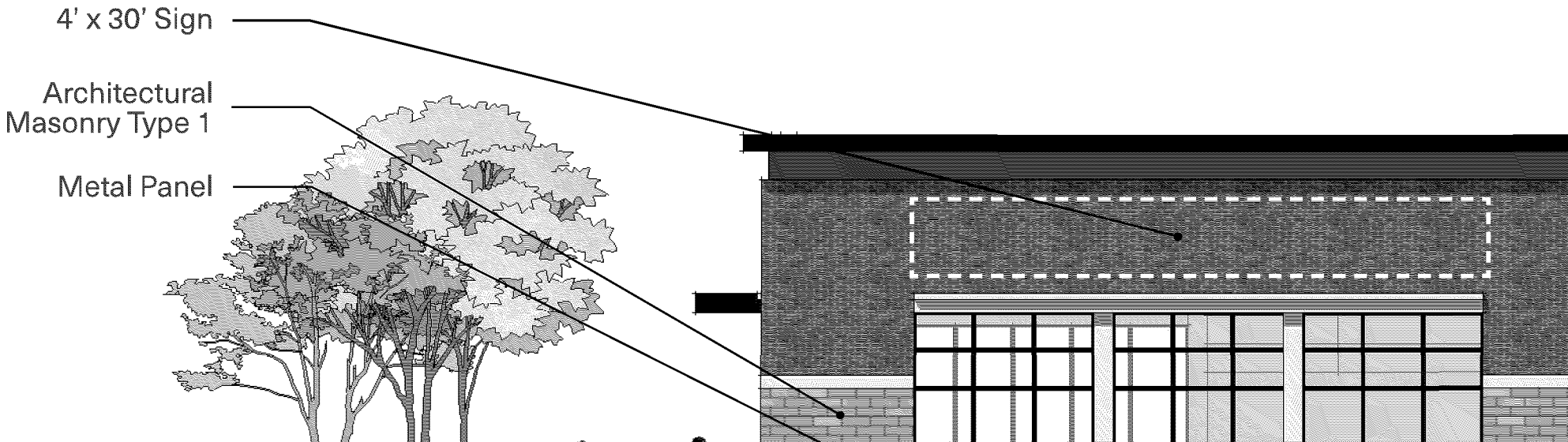


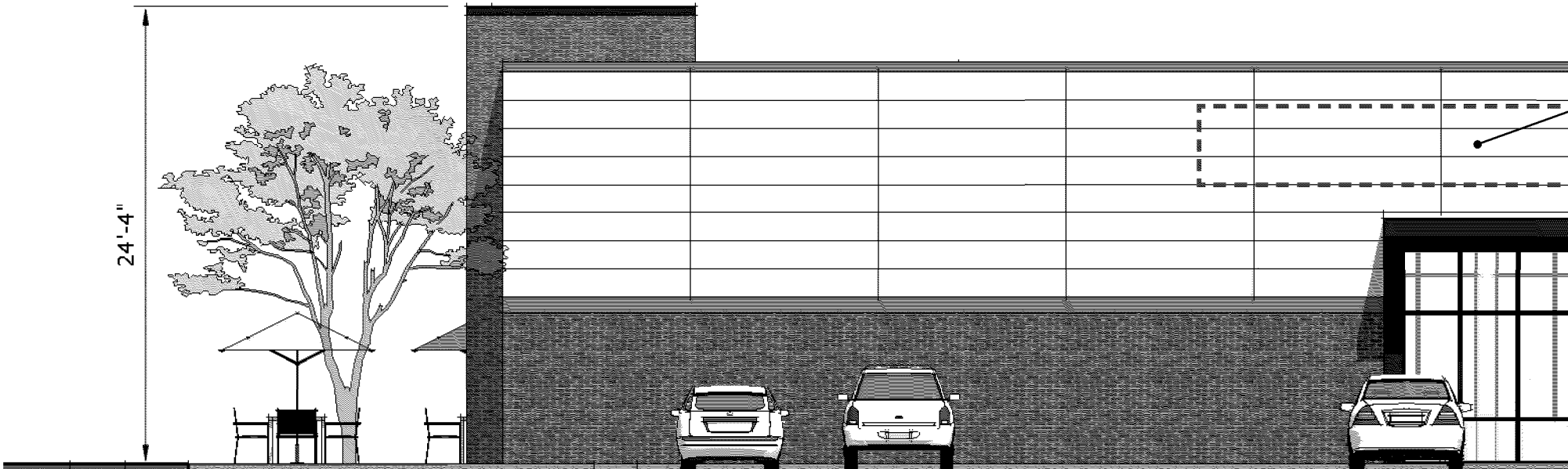


North Elevation

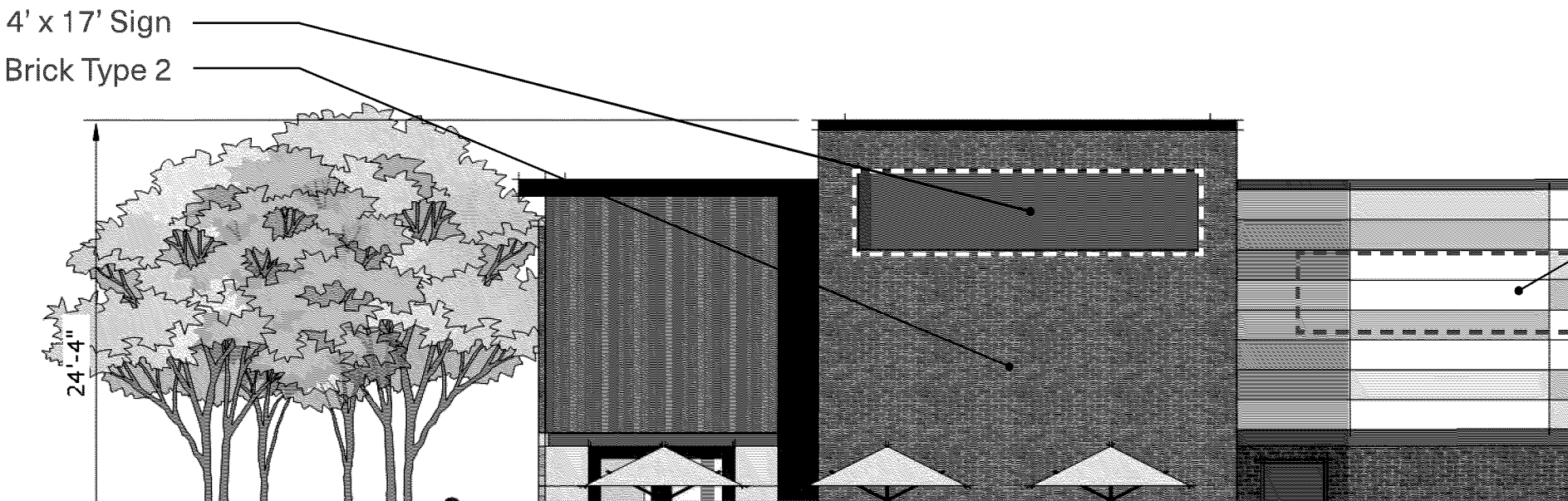


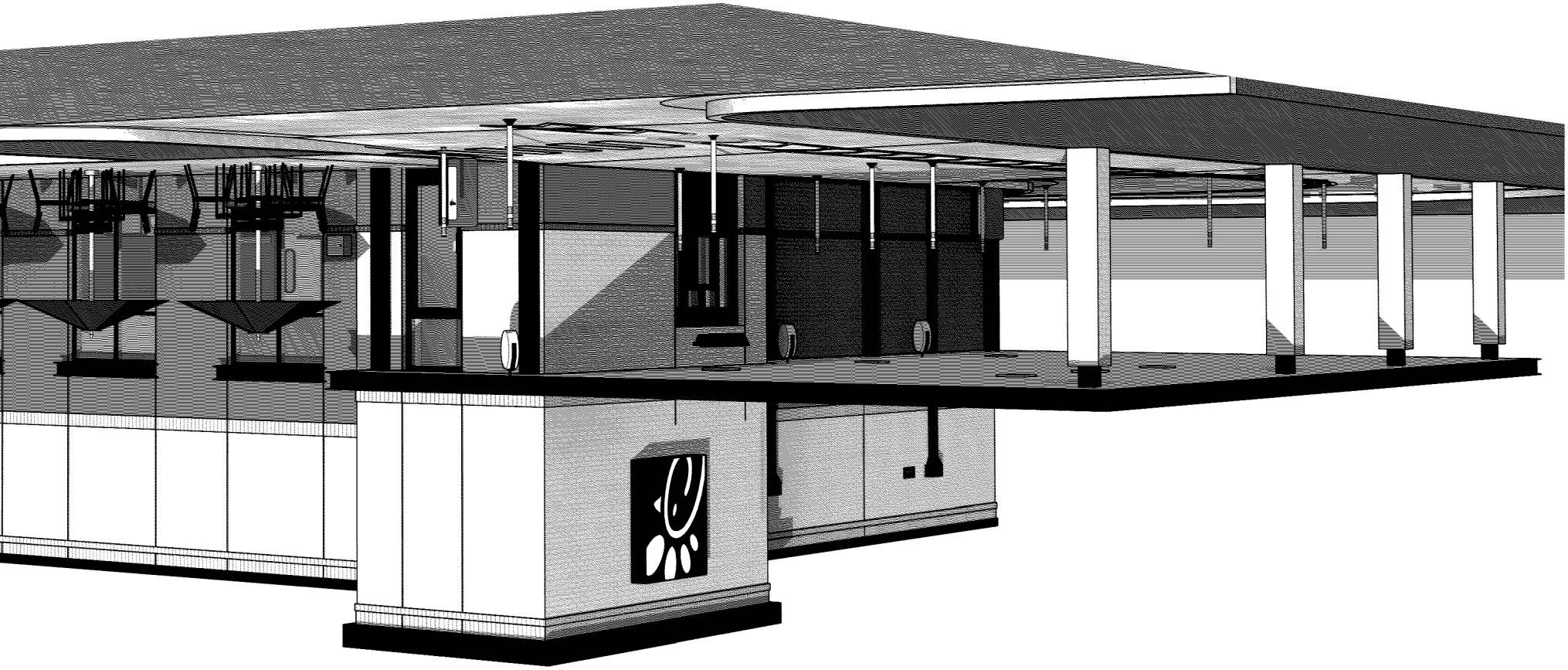

Fiber Cement
Panel Type 2
4' x 20' Sign
West Elevation


4' x 30' Sign
Architectural
Masonry Type 1
Metal Panel



North Elevation



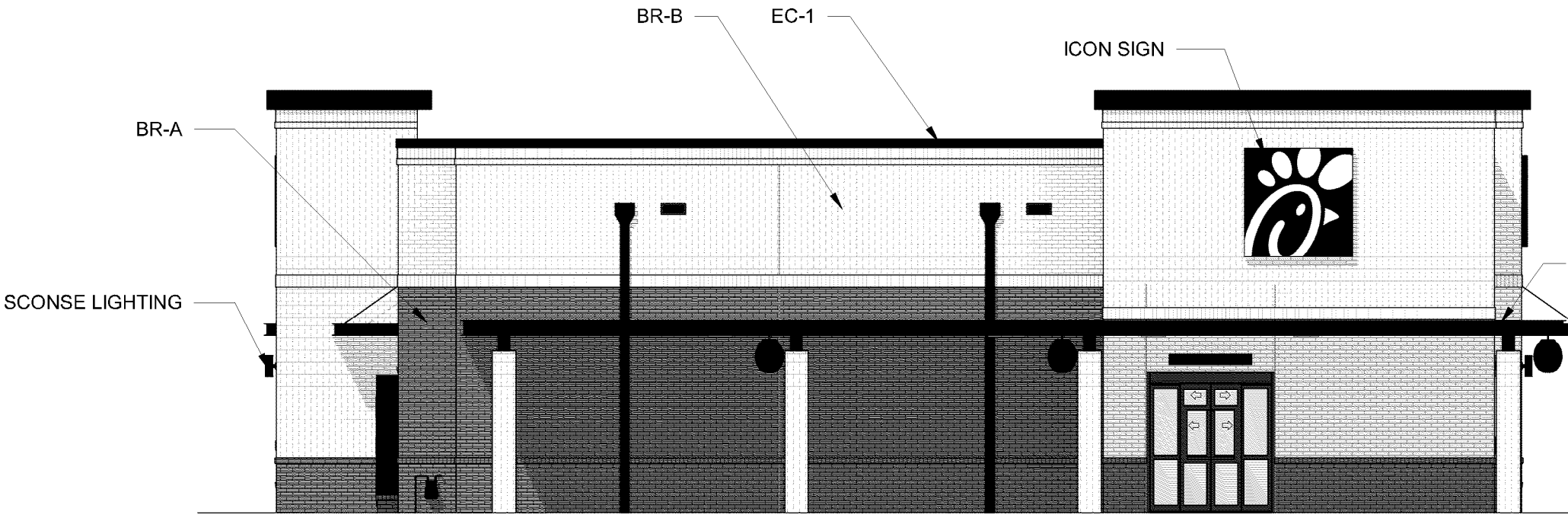




WEST ELEVATION

1/8" = 1'-0"





EAST ELEVATION

1/8" = 1'-0"



Proposed Renovation of Existing North Building

**** Facade materials will include a combination of painting/staining of existing masonry, phenolic resin or fiber cement panels, and metal panels. Colors and placement of facade materials subject to change upon building design.**



Proposed Renovation of Building B



** Facade materials will include a combination of painting/staining of ex
phenolic resin or fiber cement panels, and metal panels. Colors and pla
materials subject to change upon building design.

Proposed Renovation of Building B

**** Facade materials will include a combination of painting/staining of existing masonry, phenolic resin or fiber cement panels, and metal panels. Colors and placement of facade materials subject to change upon building design.**

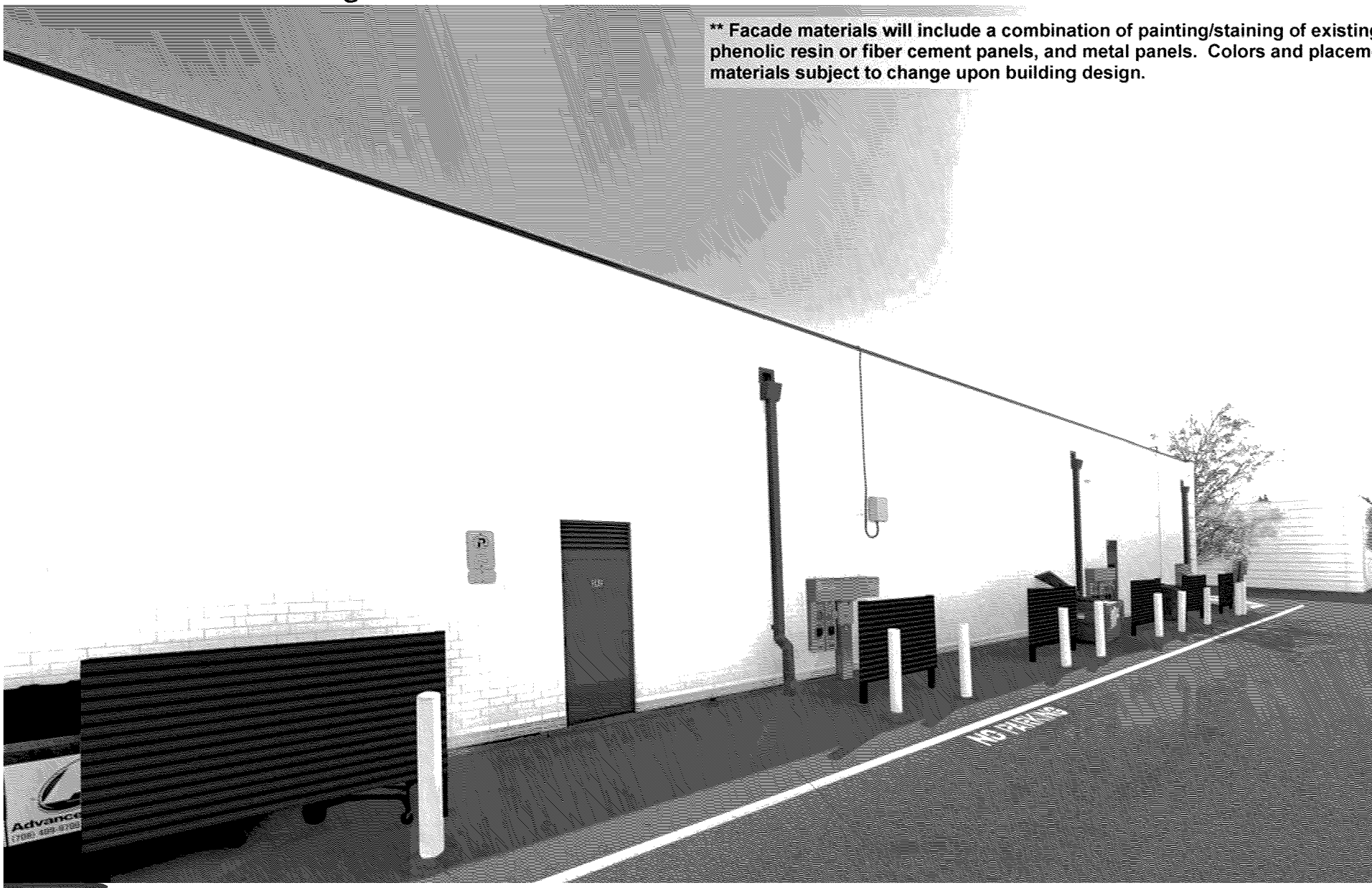


Proposed Renovation of Building B



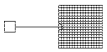
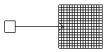
4-12-22

Proposed Renovation of Building B



DEVELOPMENT PLANS RETA
Photometrics


OLD CHECKER ROAD
PROPOSED RETAIL
6,167 SF
PROPOSED PARKING DECK
LOT 6
LOT 8
PROPOSED RETAIL
4,210 SF
PARK PROGRAMMING BY OTHERS
LOT 7
EXISTING RESTAURANT
TO REMAIN
LOT 4
PROPOSED MIXED USE
LOT 3
PROPOSED RESTAURANT
LOT 2
PROPOSED GROCER
43,000 SF
EXISTING RESTAURANT
TO REMAIN

Luminaire Schedule							
Project: Project_1							
Symbol	Qty	Label	Arrangement	LMF	Lum. Lumens	Lum. Watts	Par
	3	3M-30L	SINGLE	1.000	31000	202	OS
	1	5M-30L	Single	1.000	27800	202	OS
	4	5M-30L-2	2 @ 180°	1.000	27800	202	OS
	1	5M-30L-3	3 @ 90°	1.000	27800	202	OS
	10	XP-4	Single	1.000	6100	47	XS

Calculation Summary (Footcandles calculated using initial lumen values @ 25°C)						
Label	Units	Avg	Max	Min	Avg/Min	
CalcPts	Fc	1.61	9.0	0.0	N.A.	
PROPERTY LINE	Fc	0.16	0.2	0.0	N.A.	
CHICK-FIL-A PKG LOT	Fc	2.84	8.8	1.0	2.84	
PARKING LOT	Fc	2.39	9.0	0.9	2.66	

Pole Fixture Mounting Height: 30' AFG (27' pole +3' base)

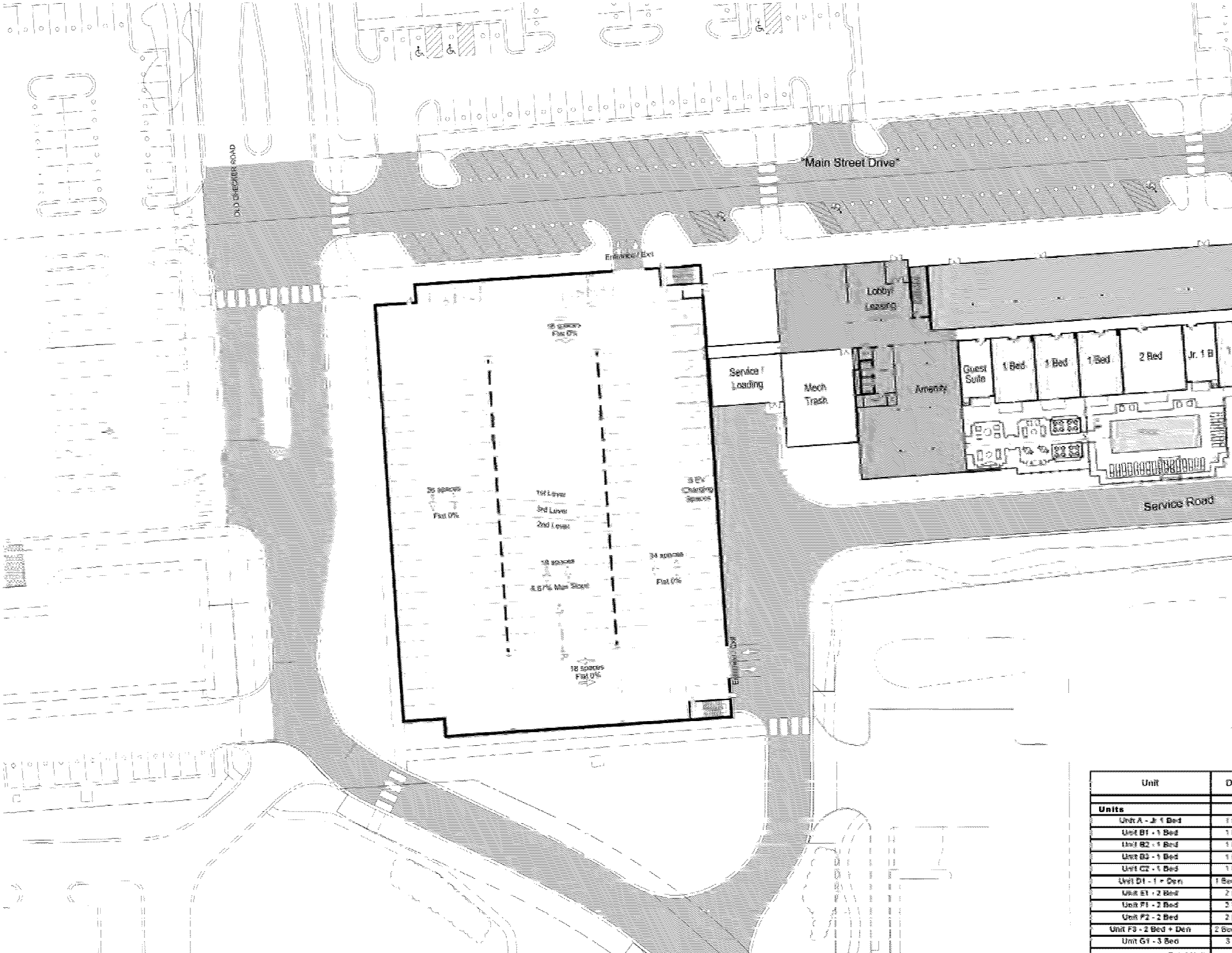
Pole Schedule
(4) SSS-4-11-27-CW-BS-1D-C-__ (27' X 4" X 11ga STEEL SQUARE POLE)
Proposed poles meet 120 MPH sustained winds.

Additional Equipment:
(16) OSQ-ML-B-DA-__ (Direct Arm Mount)

*** CUSTOMER TO VERIFY ORDERING INFORMATION AND
CATALOGUE NUMBER PRIOR TO PLACING ORDER ***

DEVELOPMENT PLANS RESI

Site Plan



Unit	D
Units	
Unit A - Jr 1 Bed	1
Unit B1 - 1 Bed	1
Unit B2 - 1 Bed	1
Unit B3 - 1 Bed	1
Unit C2 - 1 Bed	1
Unit D1 - 1 + Den	1 Be
Unit E1 - 2 Bed	2
Unit F1 - 2 Bed	2
Unit F2 - 2 Bed	2
Unit F3 - 2 Bed + Den	2 Be
Unit G1 - 3 Bed	3

URBANSTREET
GROUP LLC

Attachment: Exhibit B Plan Set (O-2022-63 : Ordinance Approving an Amendment to the Town Center PUD for the Clove)

Nicole Woods, AICP
Director of Community Development
Village of Buffalo Grove
50 Raupp Boulevard
Buffalo Grove, IL 60089

May 10, 2022

Re: The Clove Building Height Adjustment,

Nicole,

As we continue to advance construction documents for The Clove residential apartment building our design team has requested an additional 2-0 heigh variance changing the originally submitted overall building height from 84'-6" to 86-6". The design process has advanced from the conceptual drawing stage to working construction documents involving additional design consultants including the structural engineer who has found they need deeper floor and roof trusses. The truss depth increase accounts for the majority of the height request with the remaining height being added to the parapet to provide better angulation and flashing details for at the roof to wall area and building coping. There are no other changes to the exterior of the building. Please feel free to contact me directly if there are any questions or additional issues that need to be addressed regarding this issue.

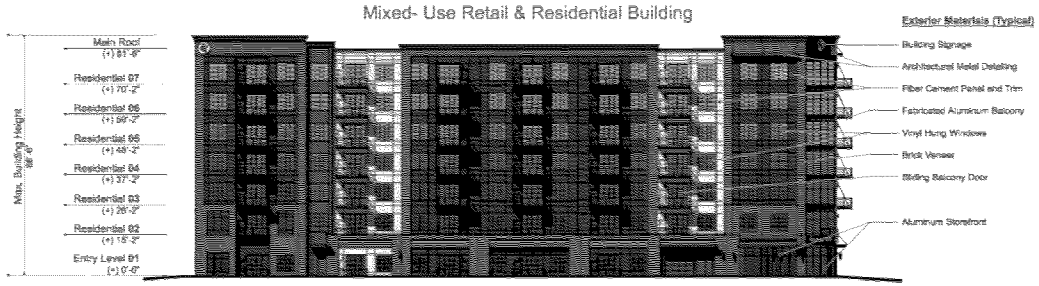
Sincerely,
Jim Wells

Jim Wells
Sr. Vice President, Development
Urban Street Group, LLC.
847-942-0841 Cell
jwells@urbanstreetgroup.com
as agent for BGA Residential, LLC.

Exterior Elevations



East Elevation
Scale = 1:30



South Elevation
Scale = 1:30

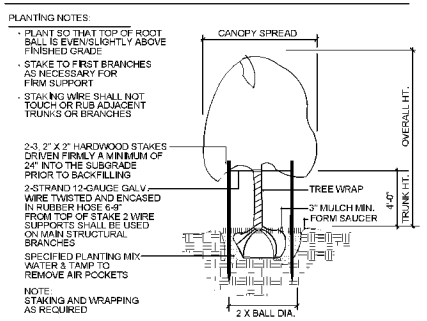
DEVELOPMENT PLANS RESI

Landscape Plan

PLANT & MATERIALS LIST

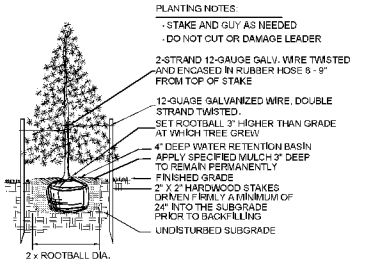
CODE	QTY	SIZE	BOTANIC NAME	COMMON NAME
Shade & Fastigiate Deciduous Trees				
AFAB	1	2.5" caliper	Acer freemanii 'Autumn Blaze'	Autumn Blaze Freeman Maple
APCS	2	2.5" caliper	Acer platanoides 'Crimson Sentry'	Crimson Sentry Norway Maple
AS	1	2.5" caliper	Acer saccharum	Sugar Maple
CO	2	2.5" caliper	Celtis occidentalis	Hackberry
GTI	3	2.5" caliper	Gleditsia triacanthos var. inermis 'Skyline'	Skyline Thornless Honeylocust
GPS	2	2.5" caliper	Ginkgo biloba 'Princeton Sentry'	Princeton Sentry Ginkgo *(male species)*
LS	1	2.5" caliper	Liquidambar styraciflua	American Sweetgum
LT	1	2.5" caliper	Liriodendron tulipifera	Tulip Tree
MG	3	2.5" caliper	Metasequoia glyptostroboides	Dawn Redwood
NS	1	2.5" caliper	Nyssa sylvatica	Black Gum / Black Tupelo
PAMC	2	2.5" caliper	Platanus acerifolia 'Morton Circle'	Exclamation London Planetree
QR	1	2.5" caliper	Quercus rubra	Red Oak
QRRP	2	2.5" caliper	Quercus robur 'Regal Prince'	Regal Prince English Oak
TTSS	3	2.5" caliper	Tilia tomentosa 'Sterling Silver'	Sterling Silver Linden
UCA	1	2.5" caliper	Ulmus carpinifolia 'Accolade'	Accolade Smooth Elm
Ornamental Deciduous Trees				
AXAB12	1	12' high	Amelanchier grandiflora 'Autumn Brilliance'	Autumn Brilliance Apple Serviceberry
AXAB10	1	10' high	Amelanchier grandiflora 'Autumn Brilliance'	Autumn Brilliance Apple Serviceberry
AXAB	2	8' high	Amelanchier grandiflora 'Autumn Brilliance'	Autumn Brilliance Apple Serviceberry
MC	2	6' high	Malus x 'Camelot'	Camelot Crab
MRR	1	6' high	Malus x 'Royal Raindrops'	Royal Raindrops Crabapple
MB	3	6' high	Malus x 'Beverly'	Beverly Flowering Crabapple
MST	1	5' high	Malus sargentii 'Tina'	Tina Sargent Flowering Crabapple
SRI10	1	10' high	Syringa reticulata 'Ivory Silk'	Ivory Silk Japanese Tree Lilac
VP	6	6' high	Viburnum prunifolium	Blackhaw Viburnum
Evergreen Trees				
PGD9	2	9' high	Picea glauca 'Densata'	Black Hills Spruce
PGD	1	8' high	Picea glauca 'Densata'	Black Hills Spruce
PM10	1	10' high	Pseudotsuga menziesii	Douglas Fir
PM8	1	8' high	Pseudotsuga menziesii	Douglas Fir
PS10	1	10' high	Pinus strobus	White Pine
PS	1	6' high	Pinus strobus	White Pine
Fastigiate Evergreen Trees				
JCF	10	6' high	Juniperus chinensis 'Fairview'	Fairview Chinese Juniper
Evergreen & Broadleaf Evergreen Shrubs				
BGV30	30	30" wide	Buxus x 'Green Velvet'	Green Velvet Boxwood
Large/Medium Deciduous Shrubs				
AMB	6	7 Gal /36"	Aronia melanocarpa 'Morton'	Iroquois Beauty Black Chokeberry
CSAF	2	7 Gal /36"	Cornus stolonifera 'Arctic Fire'	Artic FireRedosier Dogwood
FBS	1	7 Gal /36"	Fothergilla gardenii 'Blue Shadow'	Blue Shadow Dwarf Fothergilla
HAA	6	7 Gal /36"	Hydrangea aborescens 'Annabelle'	Annabelle Smooth Hydrangea
HAIS	18	7 Gal /36"	Hydrangea aborescens 'Invincibelle Spirit'	Invincibelle Spirit Smooth Hydrangea
HLQF	6	7 Gal /36"	Hydrangea paniculata 'Little Quick Fire'	Little Quick Fire Panicle Hydrangea
HPL	3	7 Gal /36"	Hydrangea panculata 'Limelight'	Limelight Hydrangea
PDM	9	7 Gal /36"	Physocarpus opulifolius 'Donna May'	Little Devil Ninebark
VDBM	14	48" high	Viburnum dentatum 'Blue Muffin'	Blue Muffin Arrowwood Viburnum
VJS4	2	54" high	Viburnum x juddii	Judd Viburnum
VJ	7	36" high	Viburnum x juddii	Judd Viburnum
Small Deciduous Shrubs				
DGN	19	5 Gal /24"	Deutzia gracilis 'Nikko'	Nikko Slender Deutzia
RGL	15	5 Gal /24"	Rhus aromatica 'Gro-Low'	Gro Low Sumac
ROE	24	5 Gal /24"	Rosa x 'Oso Easy Mango Salsa'	Mango Salsa Oso Easy Rose
SGF	20	5 Gal /24"	Spiraea bumalda 'Goldflame'	Goldflame Bumald Spirea
Ornamental Grasses				
CKF3	27	3 Gal.	Calamagrostis acutiflora 'Karl Foerster'	Karl Foerster Feather Reed Grass
PAH3	14	3 Gal.	Pennisetum alopecuroides 'Hameln'	Dwarf Fountain Grass
SA	14	1 Gal.	Sesleria autumnalis	Autumn Moor Grass
SH	118	1 Gal.	Sporobolus heterolepsis	Prairie Dropseed
Perennials				
AXBI	15	1 Gal.	Amsonia x 'Blue Ice'	Blue Ice Blue Star
AXSS	30	1 Gal.	Allium x 'Summer Beauty'	Summer Beauty Ornamental Onion
CNSN	47	1 Gal.	Calamintha nepeta ssp. nepeta	Calamint
HPP	5	1 Gal.	Heuchera micrantha 'Palace Purple'	Palace Purple Coralbells
NWL	36	1 Gal.	Nepeta faassenii 'Walker's Low'	Walker's Low Catmint
SLL	26	1 Gal.	Solidago rugosa 'Dansolitlem'	Little Lemon Goldenrod
SMH	18	1 Gal.	Stachys monieri 'Hummelo'	Hummelo Lamb's Ear
Groundcover				
ARCG	21	1 Gal.	Ajuga reptans 'Catlin's Giant'	Catlin's Giant Bugleweed
VDB	490	3" Pot	Vinca minor 'Dart's Blue'	Dart's Blue Periwinkle
Materials				
-	13	C.Y.	-	Soil Amendments (1/3 sand, 1/3 compost, & 1/3 topsoil)
-	37	C.Y.	-	Shredded Hardwood Mulch
-	TBD	S.Y.	-	Kentucky Bluegrass Blend Sod
-	510	S.Y.	-	Kentucky Bluegrass Blend Sod (Dog Park)
Amenities				
-	8	EACH	-	Concrete Planters
-	TBD	L.F.	-	Fence (Clubhouse)
-	TBD	L.F.	-	Fence (Pool)
-	TBD	L.F.	-	Fence (Dog Park)
-	TBD	EACH	-	Outdoor Site Furnishings
-	1	EACH	-	Outdoor Fireplace
-	1	EACH	-	Outdoor Kitchen
-	2	EACH	-	Pergola

PLANTING DETAILS



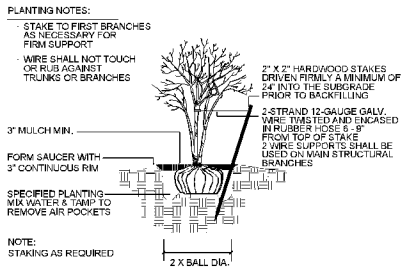
TREE PLANTING & STAKING

NOT TO SCALE



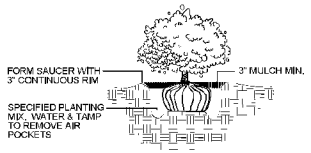
EVERGREEN TREE PLANTING

NOT TO SCALE



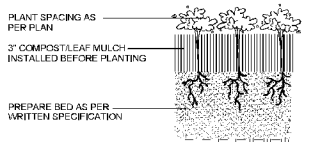
MULTI-TRUNK TREE STAKING

NOT TO SCALE



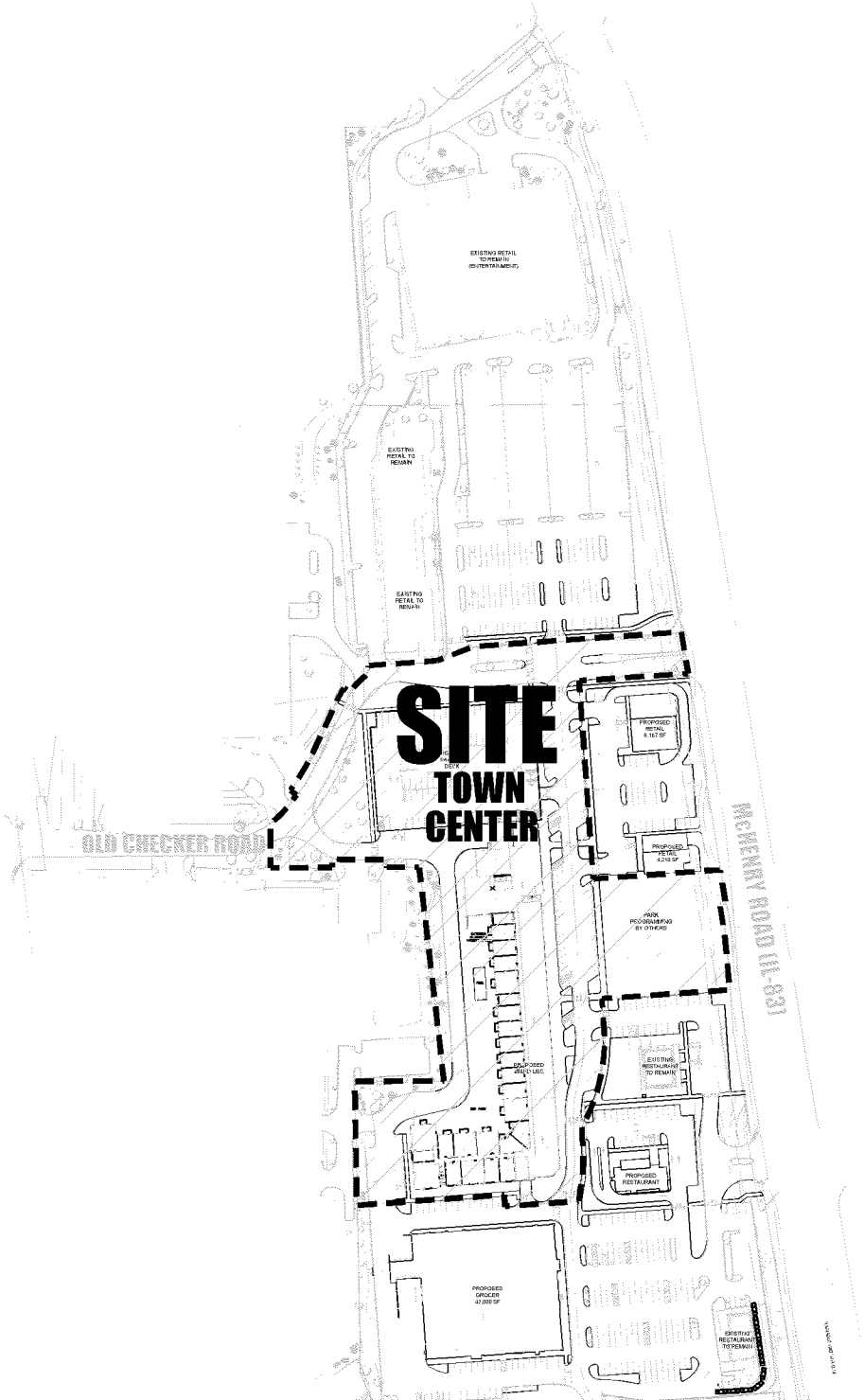
SHRUB PLANTING

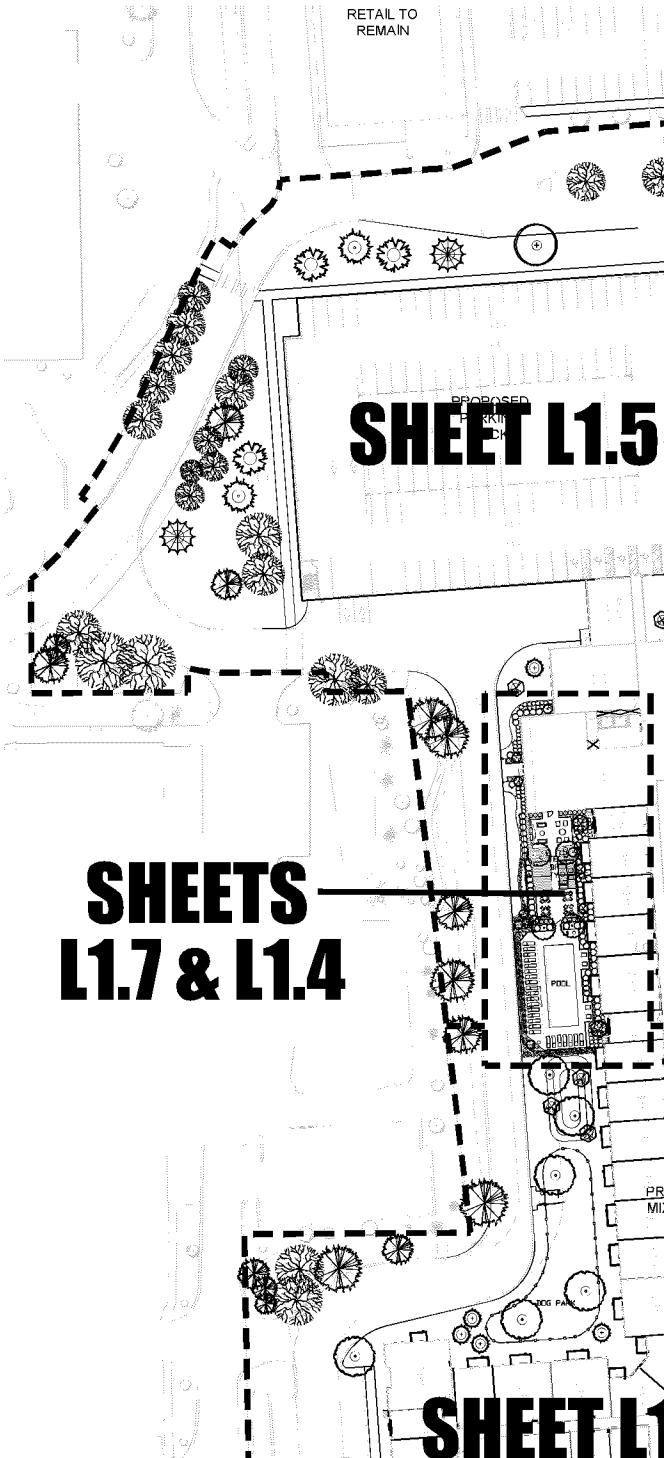
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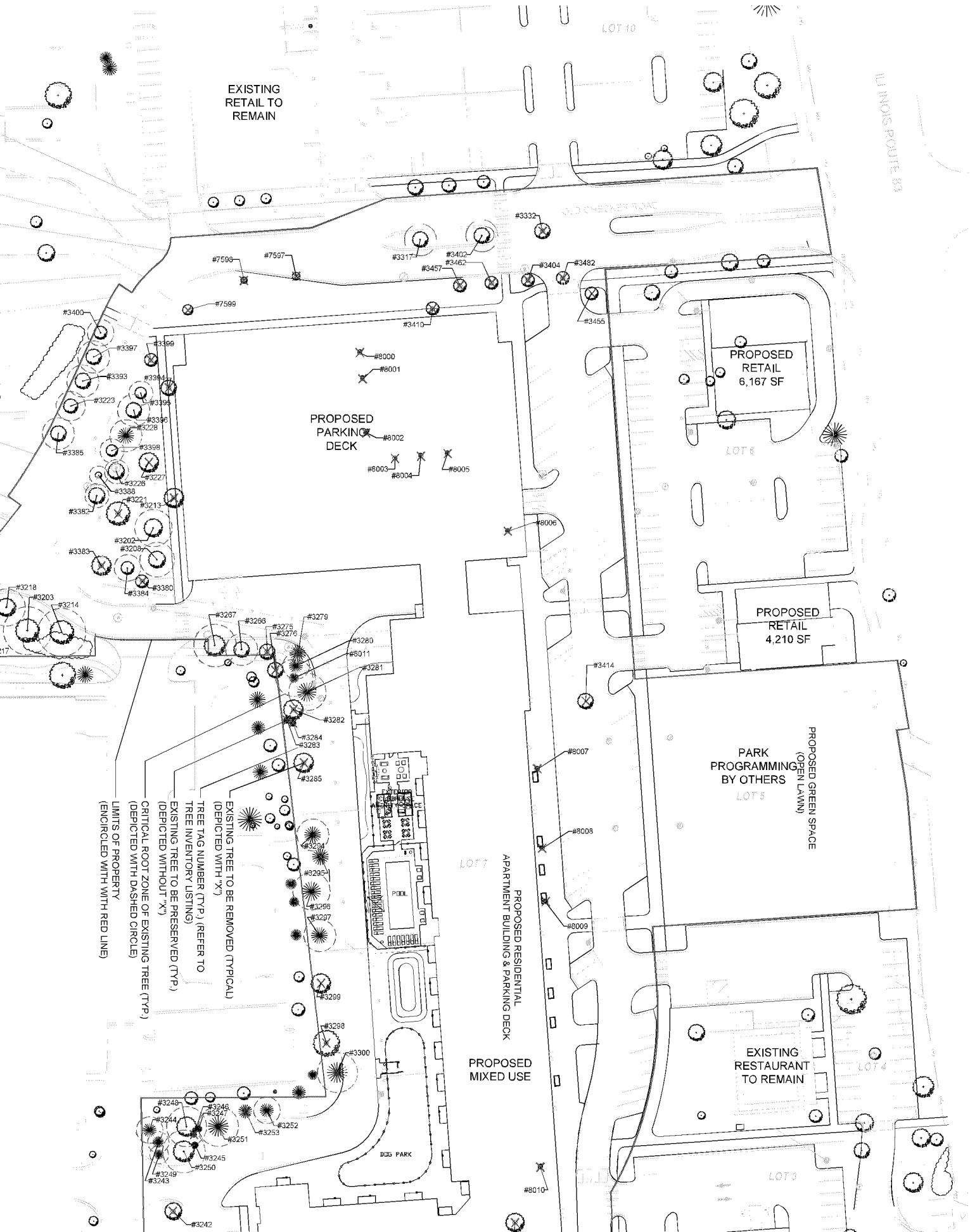
GENERAL LANDSCAPE NOTES

1. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS REQUIRED. ALL CONSTRUCTION SHALL CONFORM TO APPLICABLE STANDARDS AND CODES.
2. CALL J.U.L.I.E. UTILITY LOCATING SERVICE (TEL 800.892.0123), 48 HOURS PRIOR TO THE START OF ANY DIGGING.
3. GENERAL PLANT NOTES:
   A. ALL PLANT MATERIAL SHALL CONFORM IN SIZE AND GRADE IN ACCORDANCE WITH AMERICAN STANDARD FOR NURSERY STOCK.
   B. ALL PLANT MATERIAL SHALL BE MAINTAINED ALIVE, HEALTHY, AND FREE FROM DISEASE AND PESTS.
   C. ALL NEW PLANT MATERIAL SHALL BE FROM A LOCAL SOURCE WHENEVER POSSIBLE (LESS THAN 50 MILES).
   D. PLANTS SHALL BE ALLOWED TO GROW IN THEIR NATURAL FORM / HABIT. PLANTS SHALL NOT BE PRUNED/HEDGED UNLESS ABSOLUTELY NECESSARY (DUE TO VISIBILITY OR HAZARD OBSTRUCTION).
   E. ALL LANDSCAPED AREAS SHALL BE FREE OF WEEDS, LITTER, AND SIMILAR SIGNS OF DEFERRED MAINTENANCE.
   F. MAINTENANCE AND CARE OF PLANT MATERIAL SHALL INCLUDE, BUT NOT BE LIMITED TO, WATERING, FERTILIZING (IF NECESSARY), DEAD-HEADING, WEEDING, AND MULCHING.
4. LOCATIONS OF PROPOSED PLANT MATERIAL MAY BE ADJUSTED AT TIME OF INSTALLATION DUE TO FINAL ENGINEERING AND FINAL LOCATION OF SITE UTILITIES.
5. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR PROVIDING AND SPREADING TOPSOIL (6"-12" DEEP), FINE GRADING, AND PREPARATION OF ALL LAWN AND LANDSCAPE AREAS. ALL SOILS SHALL BE FREE OF CONSTRUCTION DEBRIS, PRIOR TO INSTALLING ANY PLANT MATERIAL.
6. PRIOR TO SPREADING TOPSOIL, THE LANDSCAPE CONTRACTOR SHALL INSPECT AND ACCEPT ALL BASE GRADES. ANY DEVIATION FROM GRADES INDICATED ON THE GRADING PLAN SHALL BE CORRECTED BEFORE PLACING ANY TOPSOIL.
7. ALL SHRUB, GROUNDCOVER, PERENNIAL, AND ANNUAL PLANTING BEDS SHALL BE PREPARED WITH A SOIL AMENDMENT MIX - 1/3 TOPSOIL, 1/3 MUSHROOM COMPOST, AND 1/3 TORPEDO SAND. MATERIAL SHALL BE ROTO-TILLED JUST PRIOR TO THE INSTALLATION OF PLANT MATERIAL.
8. ALL PLANTING ISLANDS SHALL BE MOUNDED TO PROVIDE POSITIVE DRAINAGE.
9. ALL PLANTING BEDS ADJACENT TO LAWN AREAS SHALL HAVE A SPADED EDGE BORDER, UNLESS METAL OR OTHER BORDER IS SPECIFIED.
10. ALL PLANTING BED AREAS SHALL MAINTAIN A MAX. 3" DEEP LAYER OF SHREDDED HARDWOOD MULCH (COLOR: NON-DYED, BROWN).
11. LANDSCAPE CONTRACTOR SHALL COORDINATE PLANTING SCHEDULE WITH LANDSCAPE MAINTENANCE CONTRACTOR, TO ENSURE PROPER WATERING OF PLANTED AND SODDED AREAS AFTER INITIAL INSTALLATION.
12. LANDSCAPE CONTRACTOR SHALL COORDINATE WORK WITH OTHER CONTRACTORS ON SITE TO MINIMIZE ANY REDO OF COMPLETED LANDSCAPE WORK AND DAMAGE TO PLANT MATERIAL.
13. CONTRACTOR SHALL BE RESPONSIBLE FOR HIS/HER OWN LAYOUT WORK. UPON REQUEST, LANDSCAPE ARCHITECT SHALL BE AVAILABLE TO ASSIST/APPROVE CONTRACTOR LAYOUT.
14. EVERY ATTEMPT HAS BEEN MADE TO DEPICT ALL EXISTING UTILITY LINES. CONTRACTOR SHALL USE PRECAUTION WHEN DIGGING. CONTRACTOR SHALL MAKE THEMSELVES THOROUGHLY FAMILIAR WITH ALL UNDERGROUND UTILITY LOCATIONS PRIOR TO ANY DIGGING, VERIFYING LOCATIONS AND DEPTHS OF ALL UTILITIES.
15. IT IS THE LANDSCAPE CONTRACTOR'S RESPONSIBILITY TO VISIT THE SITE PRIOR TO BID SUBMITTAL, TO BECOME FAMILIAR WITH EXISTING CONDITIONS AT THE SITE.
16. PLANT LIST QUANTITIES PROVIDED AT TIME OF FINAL PLANS ARE APPROXIMATIONS. CONTRACTORS ARE RESPONSIBLE FOR COMPLETING THEIR OWN QUANTITY TAKE-OFFS. IF A DISCREPANCY IS FOUND BETWEEN THE PLAN AND THE PLANT LIST, THEN THE PLAN SHALL PREVAIL.
17. PLANT SUBSTITUTIONS ARE ALLOWED DUE TO PLANT AVAILABILITY OR PLANTING TIME OF YEAR, ONLY WITH THE PRIOR CONSENT OF THE LANDSCAPE ARCHITECT. IF SUBSTITUTIONS ARE MADE WITHOUT PRIOR CONSENT, THE LANDSCAPE ARCHITECT MAINTAINS THE RIGHT TO REJECT MATERIAL IN THE FIELD, AT THE COST TO THE CONTRACTOR.
18. CONTRACTOR TO PROVIDE TEST OF EXISTING AND IMPORTED SOILS PER SPECIFICATIONS. PLANTING SOIL SHALL BE AMENDED PER SPECIFICATIONS.
19. CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT IF AREAS OF POOR DRAINAGE OR OTHER UNUSUAL SUBSURFACE CONDITIONS ARE ENCOUNTERED DURING EXCAVATION FOR PLANTING PITS.


EXISTING RETAIL TO REMAIN (ENTERTAINMENT)
EXISTING RETAIL TO REMAIN
EXISTING RETAIL TO REMAIN
SITE
TOWN CENTER
OLD CHECKER ROAD
MCHENRY ROAD (RT. 31)
PROPOSED RETAIL 8,167 SF
PROPOSED RETAIL 4,216 SF
PARK PROGRAMMING BY OTHERS
EXISTING RESTAURANT TO REMAIN
PROPOSED RESTAURANT
PROPOSED GROCER 47,000 SF
EXISTING RESTAURANT TO REMAIN


RETAIL TO REMAIN
SHEET L1.5
SHEETS L1.7 & L1.4
POOL
DOG PARK


ILLINOIS ROUTE 83
EXISTING RETAIL DEVELOPMENT & PARKING LOT
(TO BE DEMOLISHED & RE-DEVELOPED AS RESIDENTIAL APARTMENTS)


EXISTING RETAIL TO REMAIN
LOT 10
ILLINOIS ROUTE 83
OLD SHERIDAN RD
PROPOSED PARKING DECK
PROPOSED RETAIL 6,167 SF
LOT 6
PROPOSED RETAIL 4,210 SF
PARK PROGRAMMING BY OTHERS
LOT 5
PROPOSED GREEN SPACE (OPEN LAWN)
LOT 7
PROPOSED RESIDENTIAL APARTMENT BUILDING & PARKING DECK
PROPOSED MIXED USE
EXISTING RESTAURANT TO REMAIN
LOT 4
LOT 3
DOG PARK
POOL
EXTENDED STAY ENTRANCE
LIMITS OF PROPERTY (ENCIRCLED WITH WITH RED LINE)
CRITICAL ROOT ZONE OF EXISTING TREE (TYP.) (DEPICTED WITH DASHED CIRCLE)
EXISTING TREE TO BE PRESERVED (TYP.) (DEPICTED WITHOUT "X")
TREE TAG NUMBER (TYP.) (REFER TO TREE INVENTORY LISTING)
EXISTING TREE TO BE REMOVED (TYPICAL) (DEPICTED WITH "X")
#3400
#3399
#3397
#3393
#3394
#3223
#3395
#3396
#3228
#3385
#3398
#3227
#3226
#3388
#3382
#3221
#3213
#3202
#3208
#3383
#3384
#3380
#3218
#3203
#3214
#3217
#3267
#3266
#3275
#3276
#3279
#3280
#8011
#3281
#3282
#3284
#3283
#3285
#3294
#3295
#3296
#3297
#3299
#3298
#3300
#3248
#3246
#3247
#3244
#3252
#3253
#3251
#3245
#3250
#3249
#3243
#3242
#7598
#7597
#3317
#3402
#3462
#3457
#3404
#3482
#3332
#7599
#3410
#3455
#8000
#8001
#8002
#8003
#8004
#8005
#8006
#3414
#8007
#8008
#8009
#8010

TREE INVENTORY - ONSITE TREES, RESIDENTIAL DEVELOPMENT

Tag #	DBH (inches)	Multi-Stem (inches)	Botanic Name	Common Name	Condition	OUTCOME	REA
3202	14	-	*Tilia cordata*	Little-Leaved Linden	2	Preserve	
3203	18	-	*Gleditsia triacanthos*	#REF!	2	Preserve	
3208	13	-	*Gleditsia triacanthos*	Honey-Locust	3	Preserve	
3211	8	-	*Picea abies*	#REF!	3	Preserve	
3213	15	-	*Tilia cordata*	Little-Leaved Linden	3	REMOVE	Const
3214	18	-	*Gleditsia triacanthos*	#REF!	2	Preserve	
3217	12	-	*Picea abies*	#REF!	3	Preserve	
3218	14	-	*Gleditsia triacanthos*	#REF!	2	Preserve	
3221	18	-	*Fraxinus americana*	White Ash	6	REMOVE	Con
3223	11	-	*Tilia cordata*	#REF!	3	Preserve	
3226	-	4,5	*Crataegus spp*	Hawthorn Cultivar	3	Preserve	
3227	15	-	*Tilia cordata*	Little-Leaved Linden	4	REMOVE	Con
3228	12	-	*Picea pungens*	#REF!	3	Preserve	
3231	7	-	*Juniperus virginiana*	Eastern Red-Cedar	2	Preserve	
3233	8	-	*Juniperus virginiana*	Eastern Red-Cedar	3	Preserve	
3242	13	-	*Tilia cordata*	Little-Leaved Linden	2	Preserve	
3243	8	-	*Picea abies*	Norway Spruce	2	Preserve	
3244	10	-	*Picea abies*	Norway Spruce	2	Preserve	
3245	5	-	*Juniperus virginiana*	Eastern Red-Cedar	3	Preserve	
3246	4	-	*Juniperus virginiana*	Eastern Red-Cedar	6	REMOVE	Con
3247	5	-	*Juniperus virginiana*	Eastern Red-Cedar	3	Preserve	
3248	15	-	*Tilia cordata*	Little-Leaved Linden	3	Preserve	
3249	7	-	*Picea abies*	Norway Spruce	2	Preserve	
3250	16	-	*Tilia cordata*	Little-Leaved Linden	2	Preserve	
3251	15	-	*Picea abies*	Norway Spruce	2	Preserve	
3252	10	-	*Picea abies*	Norway Spruce	3	Preserve	
3253	10	-	*Picea abies*	Norway Spruce	6	REMOVE	Con
3266	12	-	*Tilia cordata*	#REF!	2	Preserve	
3267	16	-	*Tilia cordata*	#REF!	3	Preserve	
3275	12	-	*Acer negundo*	#REF!	5	REMOVE	Con
3276	12	-	*Fraxinus americana*	White Ash	6	REMOVE	Con
3279	12	-	*Picea pungens*	Colorado Blue Spruce	4	REMOVE	Con
3280	10	-	*Picea pungens*	Colorado Blue Spruce	2	Preserve	
3281	14	-	*Picea pungens*	Colorado Blue Spruce	2	Preserve	
3282	15	-	*Fraxinus americana*	White Ash	6	REMOVE	Con
3283	5	-	*Juniperus virginiana*	Eastern Red-Cedar	3	REMOVE	
3284	5	-	*Juniperus virginiana*	Eastern Red-Cedar	3	REMOVE	
3285	15	-	*Fraxinus americana*	White Ash	6	REMOVE	Con
3294	12	-	*Picea pungens*	Colorado Blue Spruce	3	Preserve	
3295	12	-	*Picea pungens*	Colorado Blue Spruce	3	REMOVE	Con
3296	14	-	*Picea pungens*	Colorado Blue Spruce	3	Preserve	
3297	12	-	*Juniperus virginiana*	Eastern Red-Cedar	3	Preserve	
3298	20	-	*Fraxinus americana*	White Ash	6	REMOVE	Con
3299	15	-	*Fraxinus americana*	White Ash	6	REMOVE	Con
3300	15	-	*Picea pungens*	Colorado Blue Spruce	3	REMOVE	Const
3317	12	-	*Acer spp*	Maple Cultivar	3	Preserve	
3328	10	-	*Gleditsia triacanthos*	Honey-Locust	2	Preserve	
3332	12	-	*Acer spp*	Maple Cultivar	3	REMOVE	Const
3380	10	-	*Gleditsia triacanthos*	Honey-Locust	4	REMOVE	Con
3382	-	5,4	*Crataegus spp*	Hawthorn Cultivar	3	Preserve	Const
3383	15	-	*Fraxinus americana*	White Ash	6	REMOVE	Con
3384	10	-	*Picea abies*	Norway Spruce	2	Preserve	
3385	12	-	*Tilia cordata*	#REF!	3	Preserve	
3388	-	2,5	*Crataegus spp*	Hawthorn Cultivar	3	Preserve	
3393	12	-	*Tilia cordata*	#REF!	3	Preserve	
3394	12	-	*Acer spp*	Maple Cultivar	4	REMOVE	Const
3395	9	-	*Gleditsia triacanthos*	Honey-Locust	2	Preserve	
3396	12	-	*Gleditsia triacanthos*	Honey-Locust	2	Preserve	
3397	12	-	*Tilia cordata*	#REF!	3	Preserve	
3398	9	-	*Gleditsia triacanthos*	Honey-Locust	3	Preserve	
3399	10	-	*Acer spp*	Maple Cultivar	3	Preserve	
3400	10	-	*Tilia cordata*	#REF!	3	Preserve	
3402	12	-	*Malus spp*	Apple Cultivar	3	Preserve	
3404	10	-	*Gleditsia triacanthos*	Honey-Locust	2	Preserve	
3410	10	-	*Gleditsia triacanthos*	Honey-Locust	2	REMOVE	Const
3414	12	-	*Fraxinus americana*	White Ash	4	REMOVE	Const
3443	14	-	*Gleditsia triacanthos*	Honey-Locust	3	REMOVE	Const
3455	10	-	*Gleditsia triacanthos*	Honey-Locust	2	REMOVE	Const
3457	10	-	*Gleditsia triacanthos*	Honey-Locust	2	Preserve	
3462	10	-	*Gleditsia triacanthos*	Honey-Locust	2	Preserve	
3482	10	-	*Gleditsia triacanthos*	Honey-Locust	2	REMOVE	Const
7597	6	-	*Acer spp*	Maple Cultivar	3	REMOVE	Const
7598	5	-	*Acer spp*	Maple Cultivar	3	REMOVE	Const

AMENITY DESCRIPTIONS:

Ⓐ INTERIOR AMENITY SPACE (REFER TO ARCHITECTURE PLANS)

Ⓑ OUTDOOR LIVING ROOM WITH BUILT-IN FIREPLACE & MOVEABLE SEATING

Ⓒ OUTDOOR DINING ROOM WITH BUILT-IN GRILL ISLAND, MOVEABLE SEATING, AND PERGOLA STRUCTURES

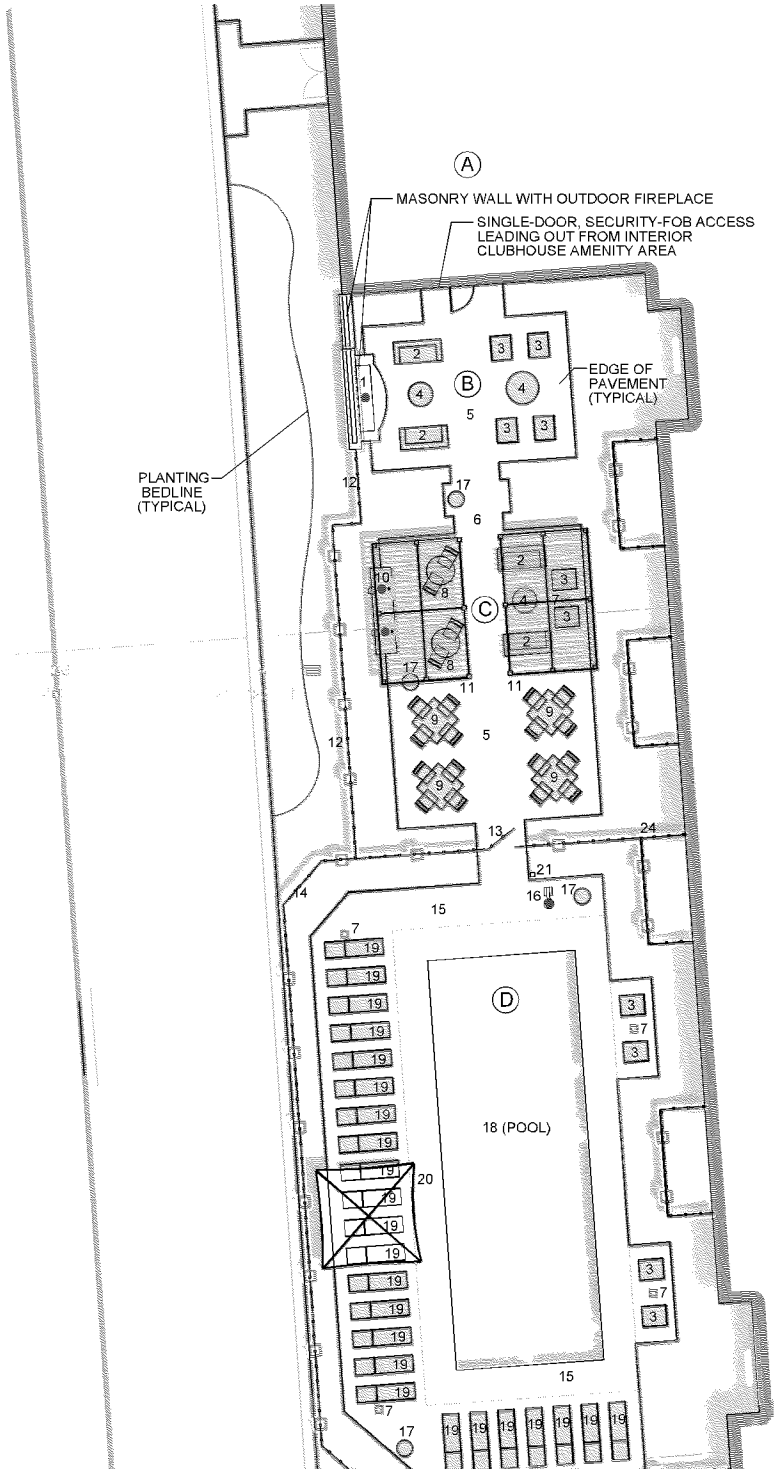
Ⓓ OUTDOOR POOL & POOL DECK WITH MOVEABLE SEATING, SHADE COVER, AND DRINKING FOUNTAIN

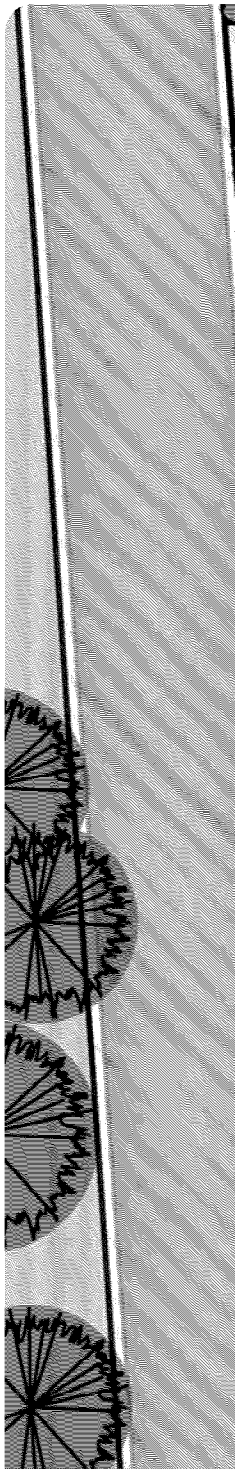
LABEL KEY - EXTERIOR CLUBHOUSE & POOL DECK

1	FIREPLACE
2	SOFA
3	CLUB CHAIR
4	COFFEE TABLE
5	CONCRETE PATIO
6	CONCRETE WALKWAY CONNECTION
7	SIDE TABLE
8	DINING TABLE, BAR HEIGHT, 2-TOP
9	DINING TABLE, STANDARD HEIGHT, 4-TOP
10	OUTDOOR GRILL ISLAND WITH (2) BBQ GAS GRILLS
11	PERGOLA
12	CLUBHOUSE FENCE
13	POOL FENCE GATE, SINGLE GATE, GATE 4' WIDE (SELF-CLOSING & SELF-LATCHING)
14	POOL FENCE, 4' HIGH
15	SLIP-RESISTANT, CONCRETE POOL DECK
16	DRINKING FOUNTAIN
17	LITTER RECEPTACLE
18	POOL (DESIGN BY OTHERS)
19	CHAISE LOUNGER
20	SHADE COVER
21	EMERGENCY TELEPHONE
22	HOSE BIB *(LOCATIONS TO BE DETERMINED AT FINAL PLANS)*
23	BERM (SCREENING POOL FROM DOG PARK)
24	FENCED BALCONIES (TYPICAL - REFER TO ARCHITECTURE PLANS)

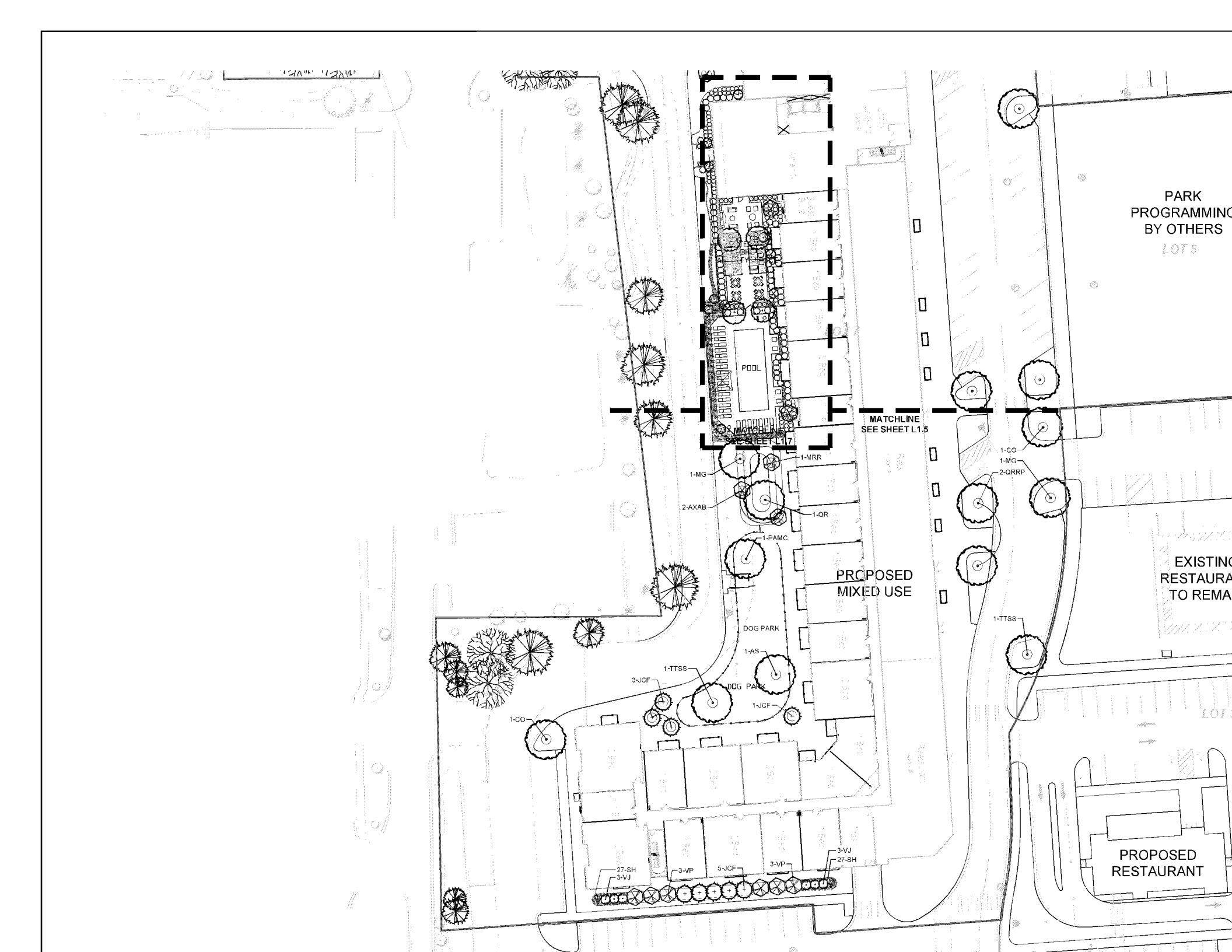
● ACCESS TO WATER NEEDED

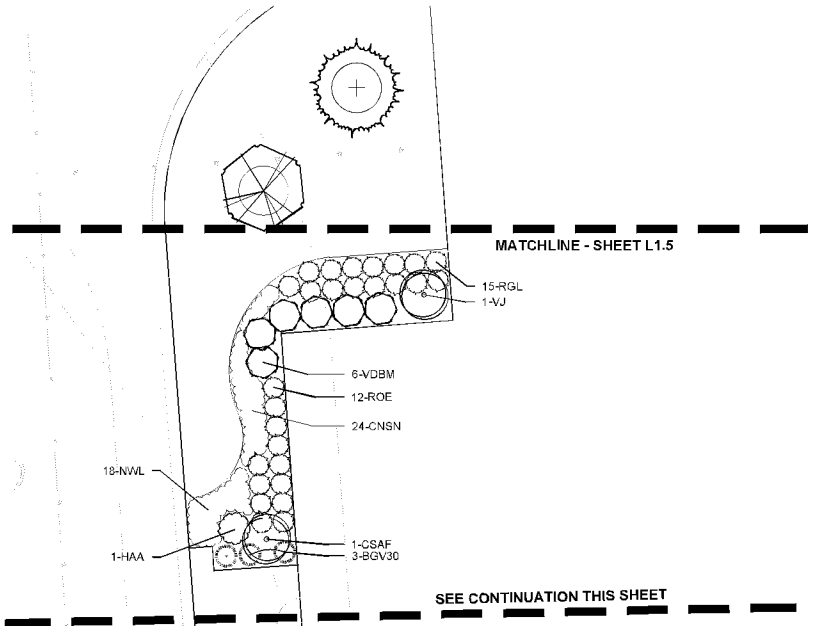
○ ACCESS TO ELECTRICAL NEEDED

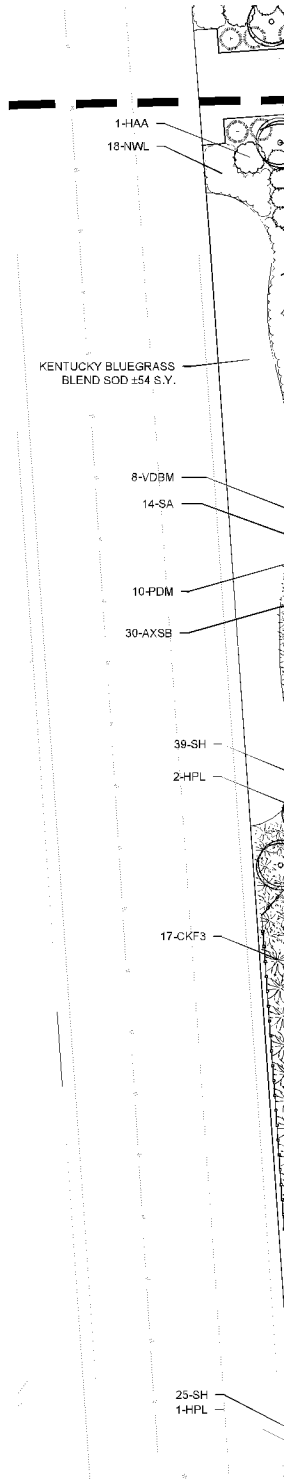





OLD CHILCKER ROAD
1-PS10
2-PGD9
1-PM8
1-AFAB
1-LS
1-MG
1-TTSS
PROPOSED
PARKING
DECK
1-PGD
1-PS
1-PM10
1-NS
1-GTI
1-JCF
1-SRI10
3-MB
1-LT
1-GTI
1-PAMC
MATCHLINE
SEE SHEET L1.7
4'Wx6'Lx30"H
CONCRETE PLANTERS
(SEMI-MOVEABLE),
FILLED WITH PLANTINGS
FOR SEASONAL COLOR
(TYPICAL)

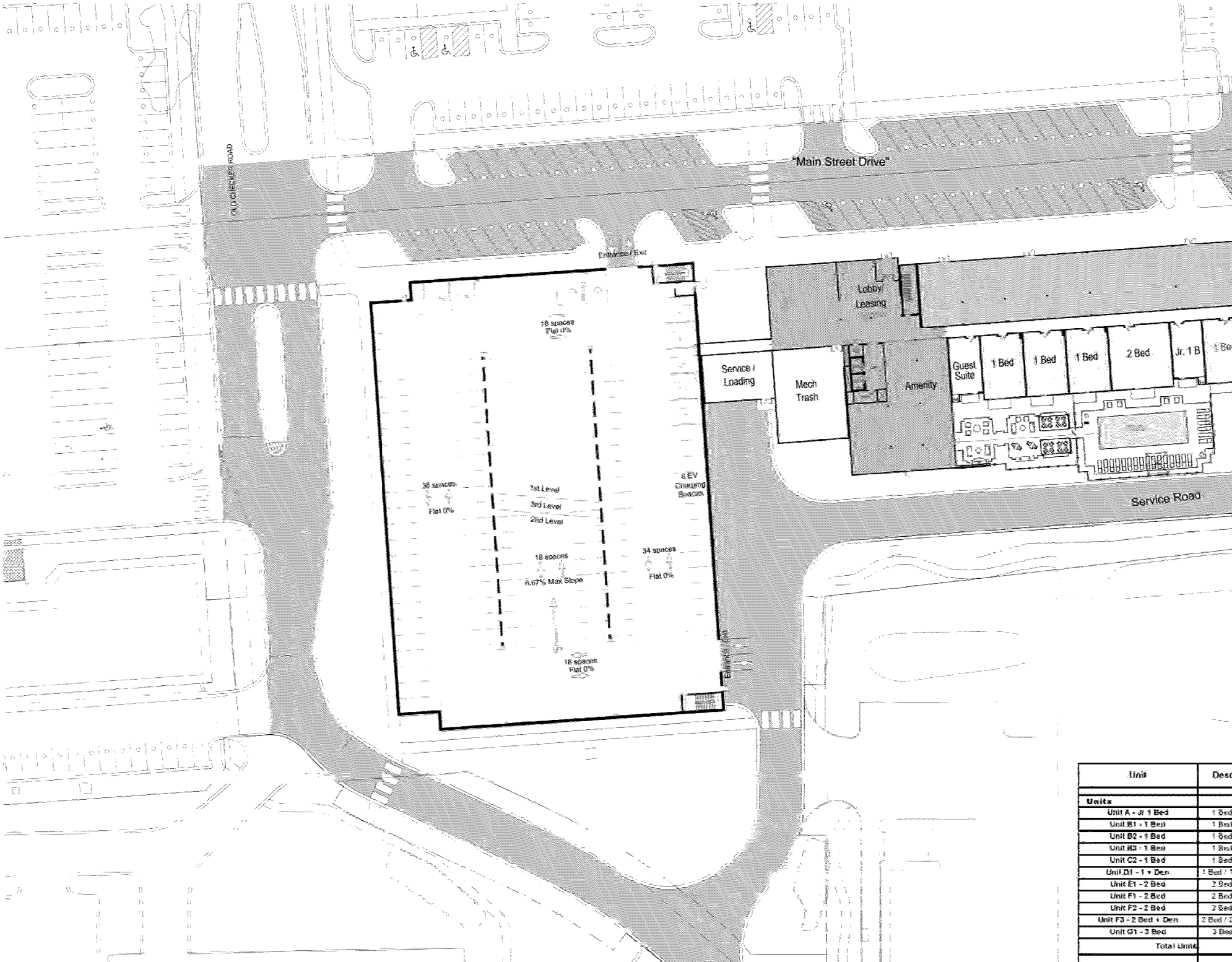

PARK
PROGRAMMING
BY OTHERS
LOT 5
PH
POOL
MATCHLINE
SEE SHEET L1.7
MATCHLINE
SEE SHEET L1.5
1-MRR
1-MG
2-AXAB
1-QR
1-PAMC
PROPOSED
MIXED USE
DOG PARK
1-AS
1-TTSS
3-JCF
DOG PARK
1-JCF
1-CO
27-SH
3-VJ
3-VP
5-JCF
3-VP
3-VJ
27-SH
1-CO
1-MG
2-QRRP
1-TTSS
EXISTING
RESTAURA
TO REMA
LOT
PROPOSED
RESTAURANT


MATCHLINE - SHEET L1.5
15-RGL
1-VJ
6-VDBM
12-ROE
24-CNSN
18-NWL
1-HAA
1-CSAF
3-BGV30
SEE CONTINUATION THIS SHEET

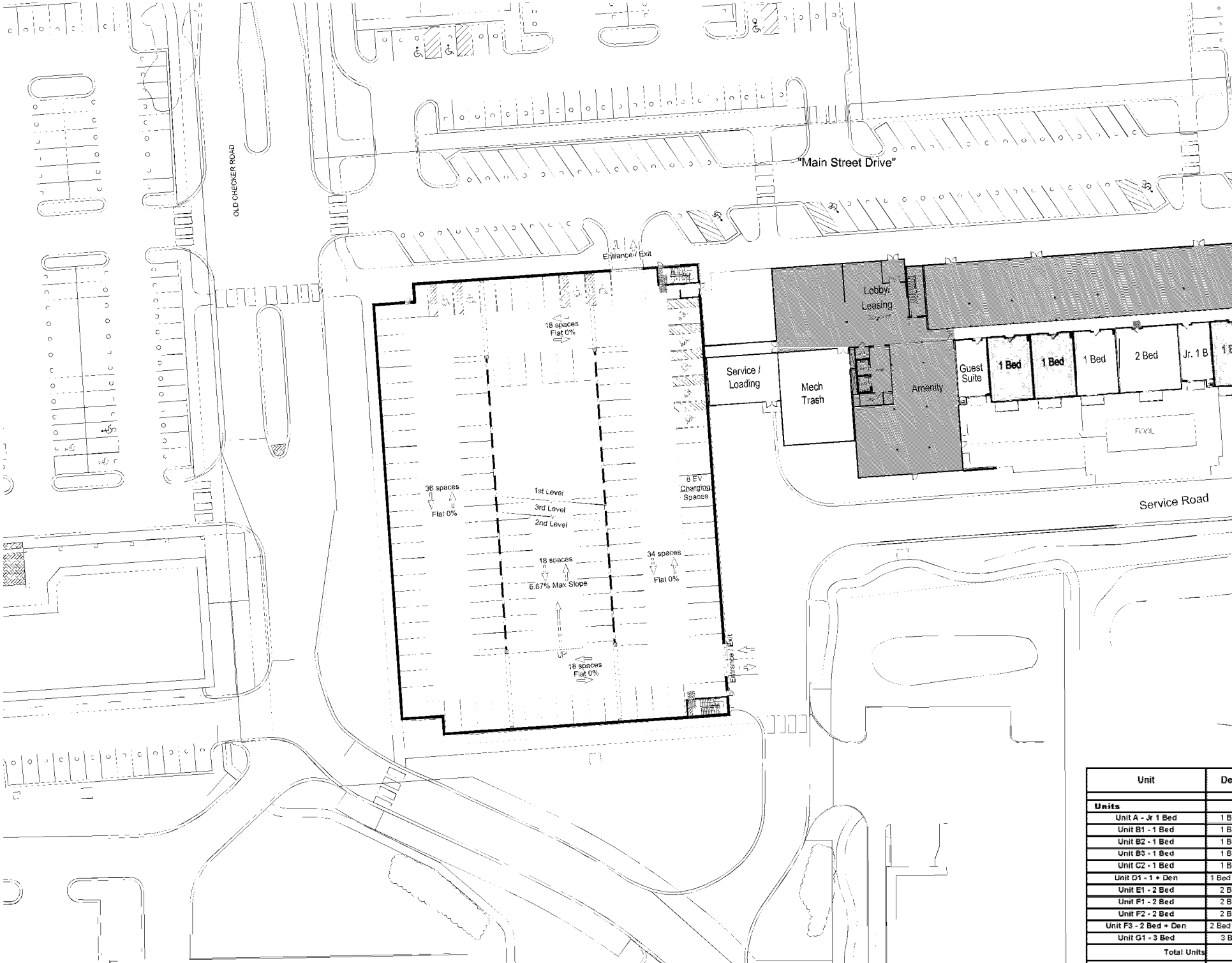

1-HAA
18-NWL
KENTUCKY BLUEGRASS
BLEND SOD ±54 S.Y.
8-VDBM
14-SA
10-PDM
30-AXSB
39-SH
2-HPL
17-CKF3
25-SH
1-HPL

DEVELOPMENT PLANS RESI
Architecture/Renderings

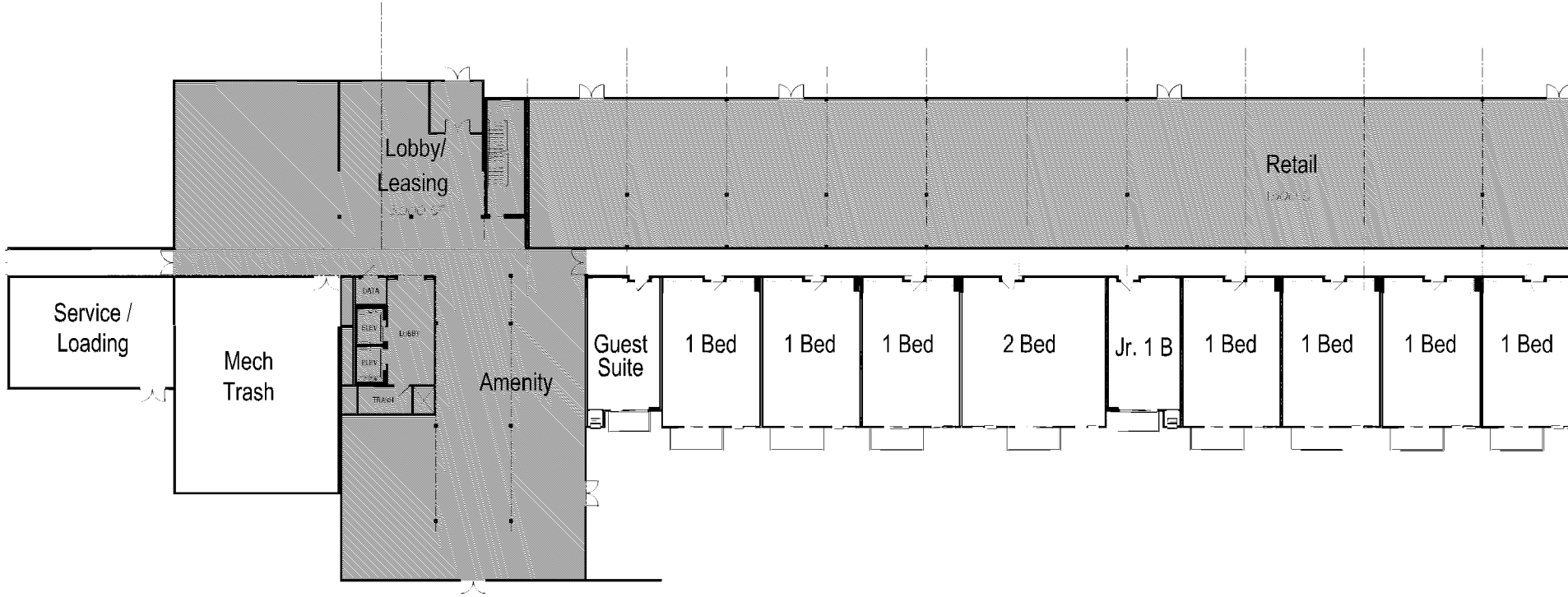

Restaurant



Unit	Desc
Units	
Unit A - Jr 1 Bed	1 Bed
Unit B1 - 1 Bed	1 Bed
Unit B2 - 1 Bed	1 Bed
Unit B3 - 1 Bed	1 Bed
Unit C2 - 1 Bed	1 Bed
Unit D1 - 1 + Den	1 Bed / 1
Unit E1 - 2 Bed	2 Bed
Unit F1 - 2 Bed	2 Bed
Unit F2 - 2 Bed	2 Bed
Unit F3 - 2 Bed + Den	2 Bed / 2
Unit G1 - 3 Bed	3 Bed
Total Units	

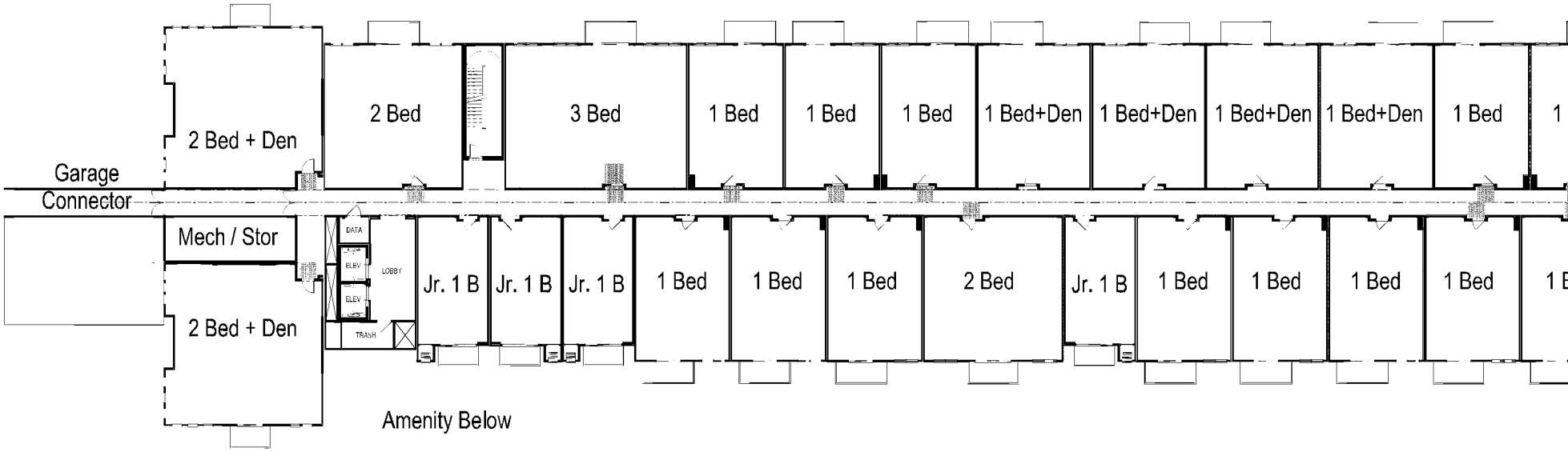


Unit	De
Units	
Unit A - Jr 1 Bed	1 B
Unit B1 - 1 Bed	1 B
Unit B2 - 1 Bed	1 B
Unit B3 - 1 Bed	1 B
Unit C2 - 1 Bed	1 B
Unit D1 - 1 + Den	1 Bed
Unit E1 - 2 Bed	2 B
Unit F1 - 2 Bed	2 B
Unit F2 - 2 Bed	2 B
Unit F3 - 2 Bed + Den	2 Bed
Unit G1 - 3 Bed	3 B
Total Units	

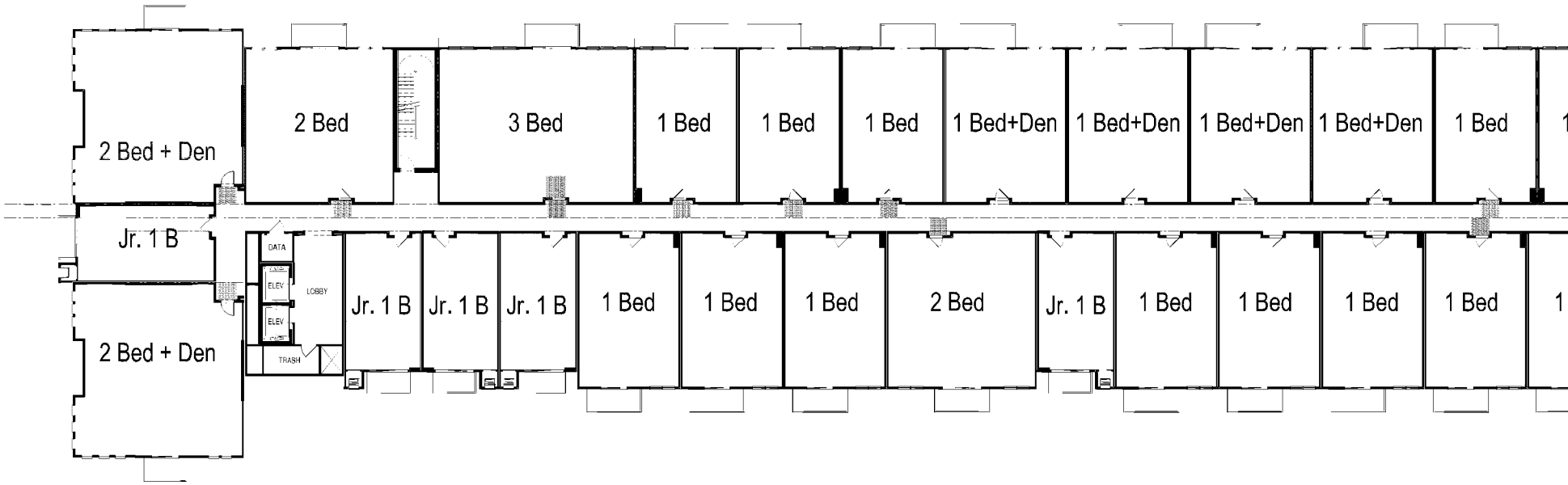


Level 1 Floor Plan

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



Levels 2-4 Floor Plan



Levels 5-7 Floor Plan

SCALE: 1/16" = 1'

URBANSTREET
GROUP LLC

Attachment: Exhibit B Plan Set (O-2022-63 : Ordinance Approving an Amendment to the Town Center PUD for the Clove)

Nicole Woods, AICP
Director of Community Development
Village of Buffalo Grove
50 Raupp Boulevard
Buffalo Grove, IL 60089

May 10, 2022

Re: The Clove Building Height Adjustment,

Nicole,

As we continue to advance construction documents for The Clove residential apartment building our design team has requested an additional 2-0 heigh variance changing the originally submitted overall building height from 84'-6" to 86-6". The design process has advanced from the conceptual drawing stage to working construction documents involving additional design consultants including the structural engineer who has found they need deeper floor and roof trusses. The truss depth increase accounts for the majority of the height request with the remaining height being added to the parapet to provide better angulation and flashing details for at the roof to wall area and building coping. There are no other changes to the exterior of the building. Please feel free to contact me directly if there are any questions or additional issues that need to be addressed regarding this issue.

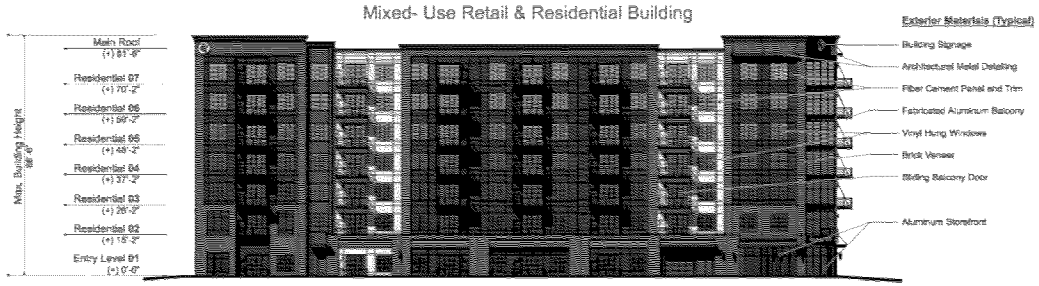
Sincerely,
Jim Wells

Jim Wells
Sr. Vice President, Development
Urban Street Group, LLC.
847-942-0841 Cell
jwells@urbanstreetgroup.com
as agent for BGA Residential, LLC.

Exterior Elevations



East Elevation
Scale = 1:30

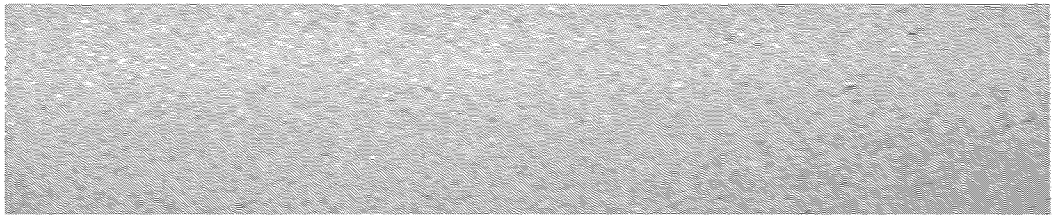


South Elevation
Scale = 1:30

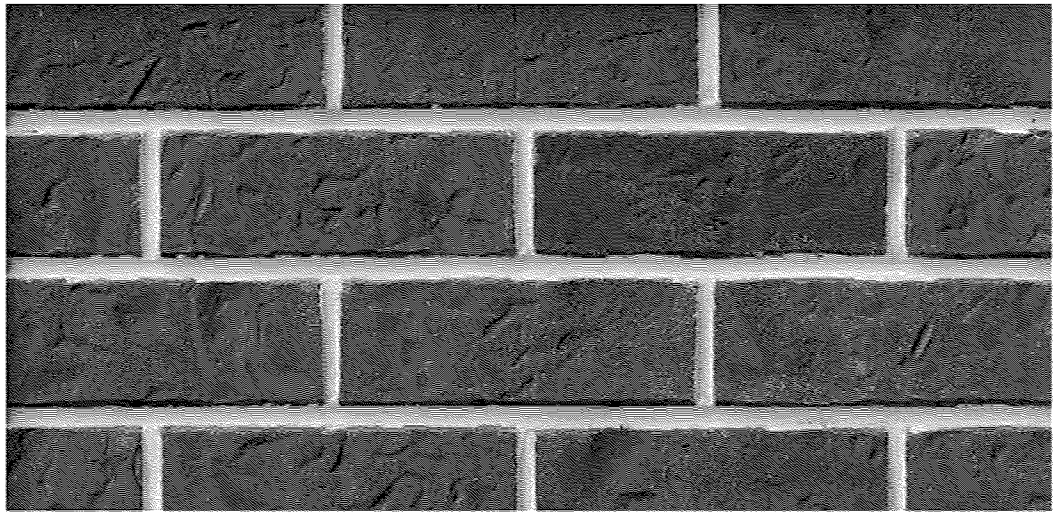
Restaurant



Cast Stone Sills / Banding "Super Black"

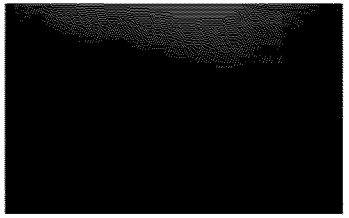


Cast Stone Sills / Banding "Natural"



Meridian Brick
Terra Haute Collection
"Vintage Port" - Utility Size

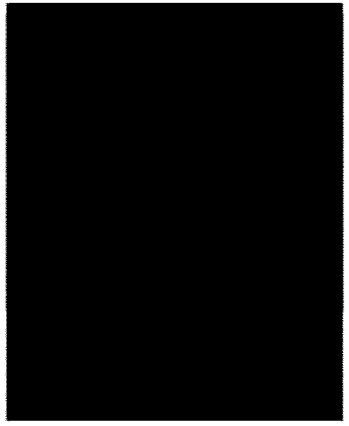
Solomon Colors
Mortar Color "94X"



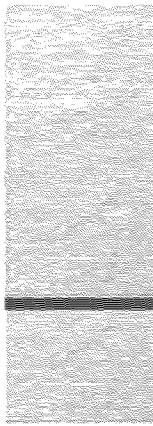
Metal Coping
"Matte Black Steel"



Balconies
Metal "Bla



Fiber Cement Siding
James Hardie "Anchor Black"
Smooth Finish



Fiber Cem
James Ha
Smooth F

DEVELOPMENT PLANS RESI
Student Impact

GOODMAN WILLIAMS GROUP

REAL ESTATE RESEARCH

TO: Mr. Jon Dennis
Urban Street Group

FROM: Linda Goodman, Principal
Zach Lowe, Senior Consultant

DATE: March 7, 2022

RE: Analysis of Student Generation – Buffalo Grove Town Center

At the request of UrbanStreet Group, Goodman Williams Group investigated the poter of the redevelopment of a portion of the Buffalo Grove Town Center on area pr secondary schools. Specifically focusing on the proposed development of 297 new m non-age restricted rental apartments, this memorandum provides a summary of ou along with a forecast of the number of students likely to live in the new units. Our analy the unit size, mix, configuration and other product details included in the February 16, 20 Summary provided by UrbanStreet Group.

With the current analysis, Goodman Williams Group concludes that the Buffalo G Center development is likely to generate a total of eleven students (i.e., children be ages of five and nineteen). While many of these students will attend area public sch may also attend area parochial or private schools.

Site and Development Plan

UrbanStreet Group is negotiating to acquire a 4.4-acre property in Buffalo Grove northwest corner of Lake Cook Road and McHenry Road to construct 297 multifamily units, together with associated parking and related building and community amenities.

The multifamily development will be the center of a larger 22-acre retail lifestyle rede site that will include approximately 136,000 square feet of retail, including a newly b square foot Amazon Fresh grocery store, as well as a new one-acre park that will be the Village

The first phase of the current redevelopment plans for Buffalo Grove Town Center demolition of the existing shopping center and the construction of a seven-story b 16,200 square feet of retail on the ground floor and rental apartments on floors two thr Additional redevelopment plans include new food and beverage offerings, outdoor am ample parking for residents and shoppers.

As currently conceived, the new development will include 297 units in one seven-st with an adjacent four-story parking structure providing 558 parking spaces. The development will be highly amenitized, including a community clubhouse, swimming center, café, demonstration kitchen, business offices, outdoor grilling, and dog area.

In consideration of anticipated impacts on area schools, UrbanStreet Group has agr $54,000 school impact fee.

Figure 1: Buffalo Grove Town Center Site Plan

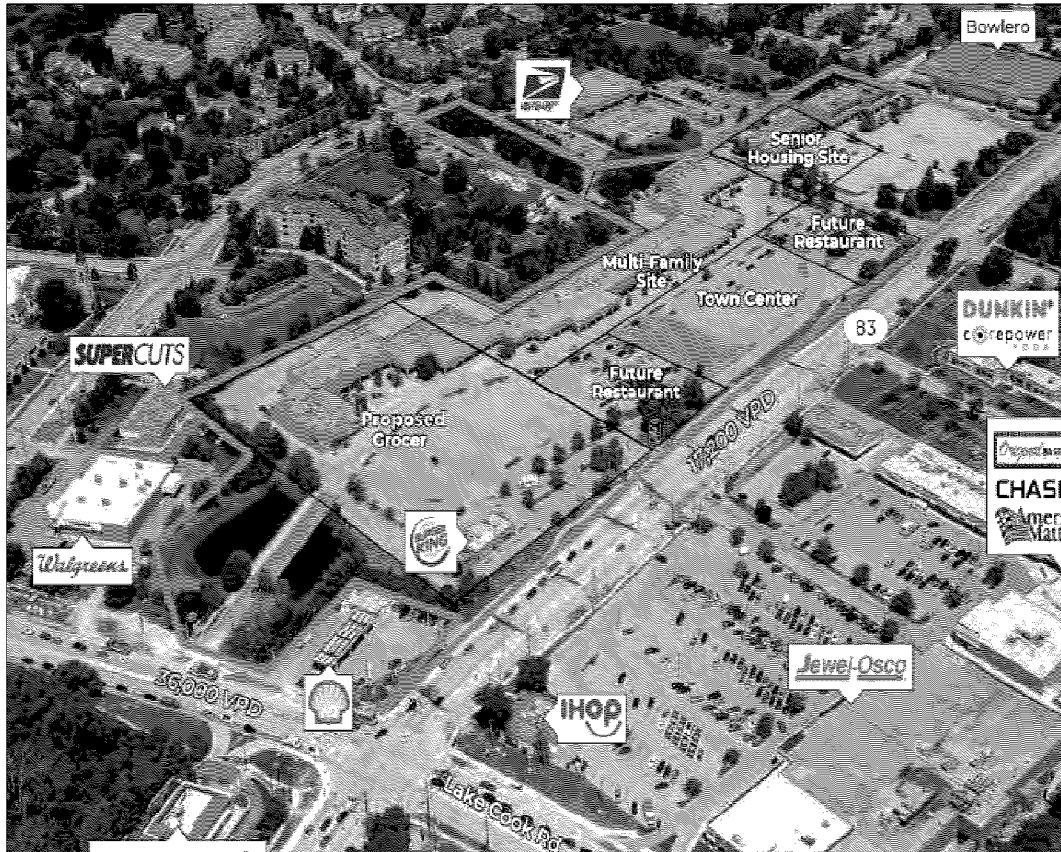


Table 1
Buffalo Grove Town Center Unit Information

Unit Type	# Units	% Mix	Average SF	Rent/Mo/Unit	Re
1 BR / 1 BA	176	59%	615 – 921	$2,120 - $2,4400	$2.22
1 BR / 1 BA + den	30	10%	1,010	$2,660 - $2,650	$2.35
2 BR / 2 BA	79	27%	1,246 – 1,559	$2,645 - $3,750	$2.33
3 BR / 2 BA	12	4%	1,688	$3,215 - $3,815	$2.56
Totals/Average	297	100%	1,130	$2,542	$

Source: UrbanStreet Group

Public Schools

The subject site is served by Aptakisic-Tripp School District #102 (kindergarten thro grade) and Adlai Stevenson School District #125 (ninth through twelfth grade). Pul students living within the proposed development will attend Tripp Elementa (kindergarten through third grade), Meridian School (fourth through fifth grade), Aptak High School (sixth through eighth grade), and Stevenson High School (ninth throu grade). The schools within both districts are widely considered to be exceptional.

Table 2
Public Schools in School Districts #102 and #125

School District / School	Grades	# Students (
Aptakisic-Tripp School District #102		
Tripp Elementary School	K - 3	554
Meridian School	4 – 5	647

Methodology

The fundamental measure of likely impacts on area schools utilized in this assignment number of school-age children (those aged 5-19 years) who are likely to reside within th development and who would be considered incremental additions to the school system. In to estimate this number, Goodman Williams Group analyzed apartment developments lo throughout the region deemed comparable to what is planned for the subject site and for decennial Census data is available at the block level.

Comparability was determined on the basis of three factors: 1) Age of development (all wer after 2000); 2) Locational attributes (all are situated in suburban locations near pr thoroughfares proximate to major regional concentrations of employment); and 3) Produc (all are "luxury style" mixed-use and/or mid-rise buildings featuring a high level of fea finishes, and building amenities).

Our methodology involves using the most recent Decennial Census data available (2010) the actual block level matches the boundaries of the comparable apartment development allows us to get actual data from the Census on the number of school age-children who li the apartments in 2010.

Four comparable developments were considered for this analysis, two of which are located the northern suburbs of Glenview and Buffalo Grove, with the other two located in the we suburbs of Oakbrook Terrace and Downers Grove. It should be noted that this methodology highly accurate in allowing us to construct a picture of resident mix in 2010, does not allow us to include comparable apartment developments completed post 2010, since neithe Census Bureau's annual American Community Survey, nor private demographic data so like Esri Business Analyst, have current estimates of the demographics at the block (Additionally, 2020 Decennial Census data will not be released at the block level until lat year.) Therefore, some nearby developments completed after 2010 that may be consi comparable in terms of product type and vintage are not included in this analysis.

It is assumed that virtually all school-age children live in units with two or more bedrooms. is born out in our review of secondary research on the subject of school impacts of multi housing, as discussed below.) Therefore, the number of school-age children living within comparable apartment development was divided by an estimate of the number of occupied

Findings

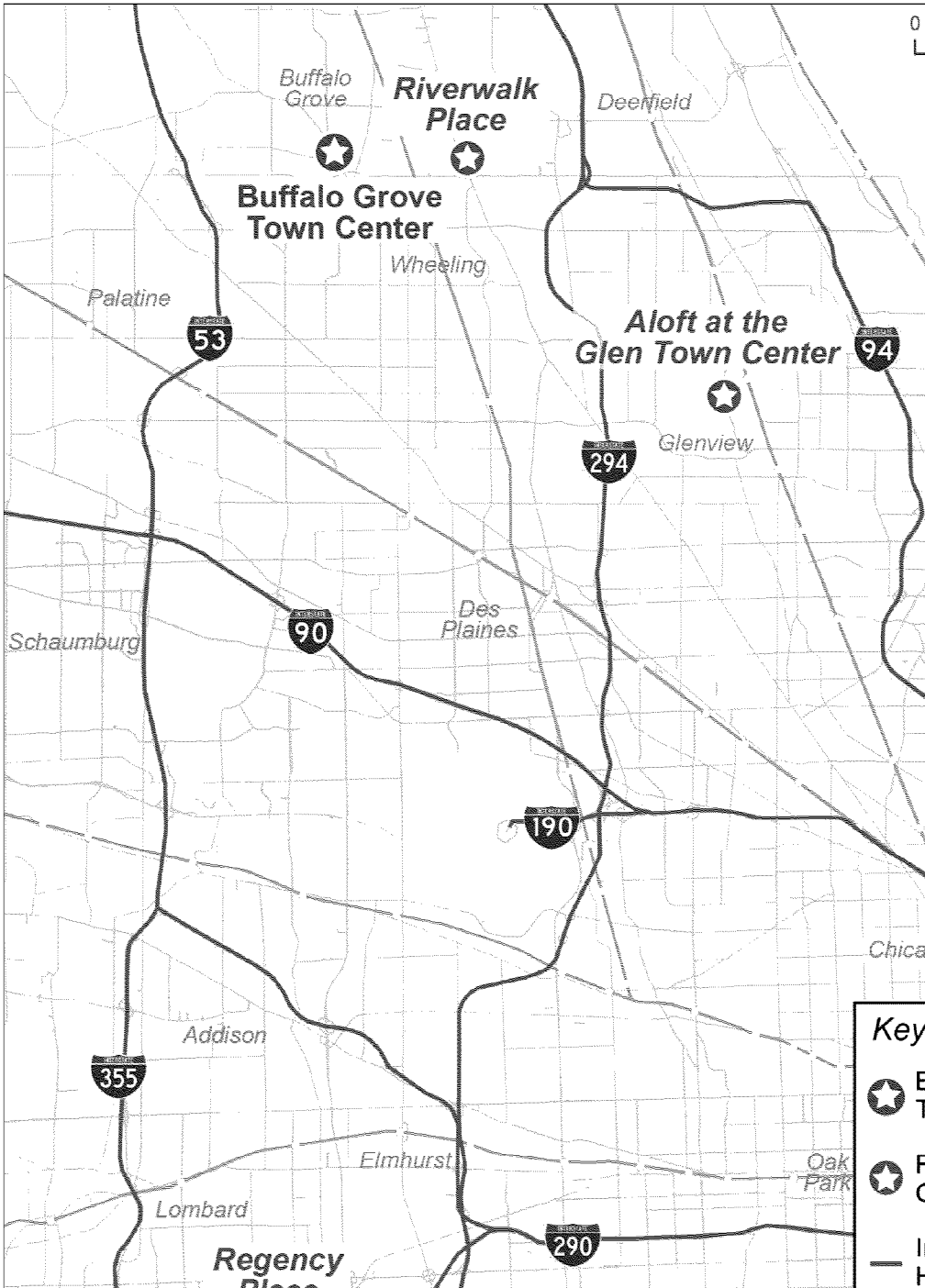
Our analyses revealed that the number of school-age children living within area developments comparable to those planned for the subject site is quite low. Spec number of school-age children living in multi-bedroom apartment units ranged from 0 per unit. On average, school-age children made up 4.1% of all apartment residents. E across the Chicago metropolitan region as a whole, school-age children made up 21 population at the time of the 2010 Census.

A closer look at the Census Data reveals that more than half (56.7%) of the 30 school a living in the comparable apartment buildings were 5-14 years of age at the time of dat and would most likely have attended a primary school. A smaller percentage (43.3%) 15-19 and would likely have attended high school.

Table 3
Summary of Rental Apartment Comparables

Attribute	Aloft at Glen Town Center	Regency Place	Residences at the Grove	Riverwalk Place
Location	Glenview	Oakbrook Terrace	Downers Grove	Buffalo Grove
Year Built	2004	2007	2008	2006
Stories	3	5	7	7
Avg. Unit Size	1,032	1,199	1,004	1,131
Total Units	181	112	294	90
Studio	0	0	21	0
1-Bed	115	40	144	50
2-Bed	66	56	129	40
3-Bed	0	16	0	0
Occupied Units (2010 Census)	160	90	188	57
Estimated Occupied Units w/ 2+ BR	58	58	82	25
Total Residents	245	140	265	86

Figure 2: Map of Rental Apartment Comparables



All of the comparable developments are located within school districts that are considered good to very good. As one measure of district quality, the website SchoolD ranks all school districts within the state by student performance on standardized tests. in the following table, out of 736 school districts within the state, the highest ranking e district among the comparables set is Glenview Community Consolidated School I ranked 98th. The highest ranking high school district is Adlai E. Stevenson High Scho ranked fifth. (Ranking data for Aptakisic-Tripp Central Consolidated School District serves both Riverwalk Place and the subject site, is not available.)

Table 4
School District Rankings – Comparable Developments

Development	School District
Aloft at Glen Town Center	Glenview Community Consolidated School District 34 Northfield TWP HS District 225
Regency Place	School District 45 DuPage County DuPage High School District 88
Residences at the Grove	Lombard School District 44 Glenbard Township High School 87
Riverwalk Place	Aptakisic—Tripp Consolidated School District 1012 Adlai E Stevenson High School District 125
Subject Site	Aptakisic—Tripp Consolidated School District 1012 Adlai E Stevenson High School District 125

**Of 736 Illinois School Districts*
Source: schooldigger.com

Conclusions

The investigation detailed in this memorandum suggests that student generation for ne
style apartment units in suburban Chicago is quite low relative to many other forms of

According to current plans, 91 of the 297 units to be developed at Buffalo Grove Town
contain two or more bedrooms. Of these, 87 are expected to be occupied once
occupancy has been achieved (here defined as 95%). Based on the average number
age children found within the comparable area apartment developments, we thus est
the proposed apartments will generate eleven students.

In accordance with comparable averages, of the eleven students generated, slightly
half at any given time can expected to be of primary school age, while the remainder
high school age. While most are likely to attend public schools, some may also at
parochial or private schools.

Table 5
Projected Student Generation in Buffalo Grove Town Center

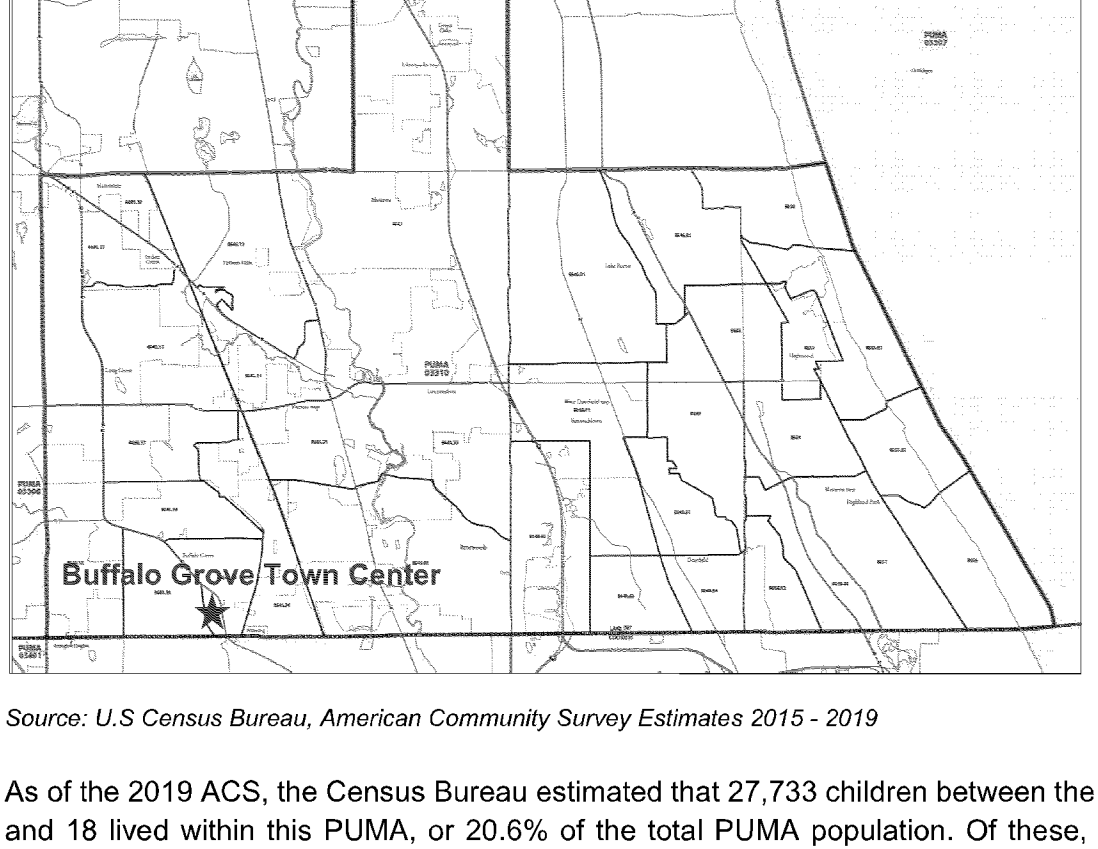
Total Units	297
1-Bedroom	206
2-Bedroom	79
3-Bedroom	12
Two or More Bedrooms Occupied*	87
Estimated School-Age Children per 2 Bedroom Unit	0.13
Total School-Age Children at Stabilized Occupancy (rounded)	11.0

*Based on 95% stabilized occupancy
Source: Goodman Williams Group

Additional Demographic Analysis

While block level data are not yet available from the Census Bureau beyond the 201
Census, an analysis of Public Use Microdata Sample (PUMS) files from the American
Survey allows us to further corroborate our primary findings with supporting evidence.
are available at the Public Use Microdata Area (PUMA) and state levels. The sul
located in the Lake County--Vernon, Moraine, West Deerfield & Libertyville
Townships PUMA (number 03310), outlined in green in the map below.

Figure 3: Lake County – Vernon Public Use Microdata Area (PUMA)



Source: U.S Census Bureau, American Community Survey Estimates 2015 - 2019

As of the 2019 ACS, the Census Bureau estimated that 27,733 children between the
and 18 lived within this PUMA, or 20.6% of the total PUMA population. Of these,
multifamily buildings (including both rental and ownership units) with 20 or more units.
a total of 5,887 units of this type in the PUMA, yielding a total of .06 students per unit
students per 100 units). For the state as a whole, this number stands at .09 students p
students per 100 units). Noting that this figure encompasses multifamily units of *all un*

Table 5
School Age Children by Dwelling Structure Type in Lake County-Vernon

		School-Age Childre		
Structure Type	**Units**	**Total**	**Per Unit**	**Pe**
Mobile home or trailer	30	0	0.00	
One-family house detached	34,298	21,893	0.64	
One-family house attached	6,087	2,823	0.46	
Multifamily, less than 20 units	5,346	2,512	0.47	
Multifamily, 20 or more units	5,887	364	0.06	
N/A	--	141	--	

*5-18 years old

Source: 2019 American Community Survey, 5-year estimates; Goodman Williams Group.

Recent Multifamily Experience and Supporting Research

It has been our experience, in analyzing apartment developments across the Chicag newer market rate multifamily suburban rental developments attract few families wit Generally speaking, parents choose less dense housing (in both rental and ownersh offers the additional living space and/or private outdoor space that are desirable for This is amply evident in our analysis of comparable multifamily developments regi particularly true within the luxury apartment segment in the suburbs, where rents ar to or even higher than monthly housing costs for many ownership homes.

Additionally, anecdotal evidence suggests that the aging of the regional populatio ways changing the market profile of many higher-end apartment developments nesters and retirees representing an increasingly important target market. In developers and managers of apartment properties within the Chicago Metro ha recently that older households now represent up to 50% of the tenant base for

that, "on average, there are significantly fewer children in apartments than in sing
whether renter or owner-occupied. The difference is even greater among recentl

A 2007 paper published in the land economics journal Middle States Geograp
demographic shifts and lifestyle changes led to a significant reduction in the nu
living in multifamily housing in the late 1990s and early 2000s. This research
perceptions of negative impacts from higher-density housing on municipal ser
schools persist, they do so "despite overwhelming evidence that demograp
changed the composition of multi-family households."[3]

A 2015 analysis from the National Association of Home Builders[4] utilize
demonstrate that new construction, in general, contributes fewer students to pub
existing housing and that larger-scale developments contribute the fewest numb
the public schools in their area. Specifically, the analysis found that, on average,
developments with 20 or more units generated 21.0 school-age children per 100
that number fell to 11.0 school-age children per 100 units for new construction.

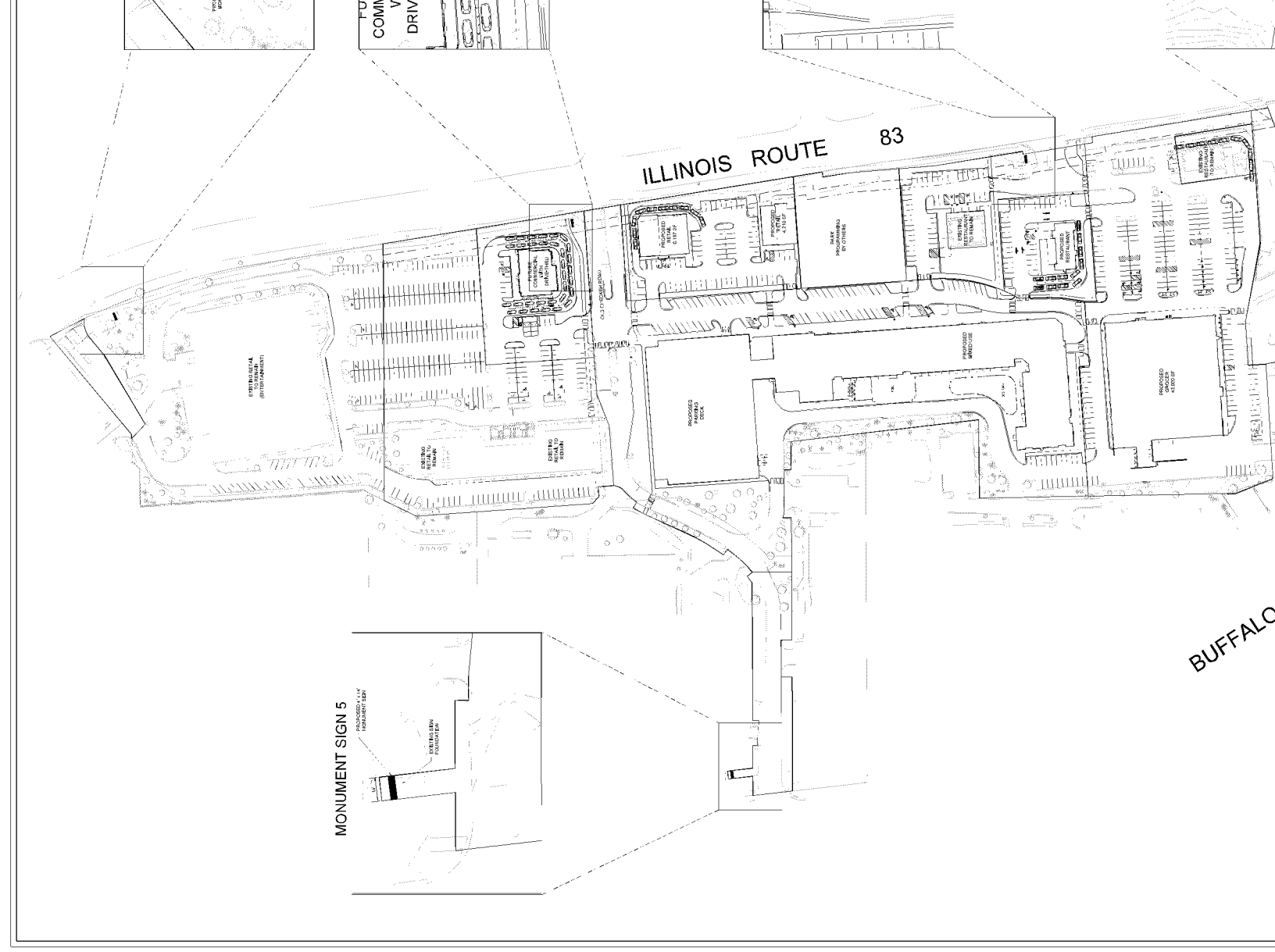
Finally, these trends have been well-researched and documented over time. For
report by the American Society of Planning Officials (now the American Plann
analyzed 17 studies dealing with the impacts of multifamily housing on local sch
across the country demonstrated the significant and inverse relationship betwee
student generation. Specifically, the studies analyzed showed that "conventior
rate) rental apartments produce, on average, far fewer than 0.5 students per tw
and essentially no students per one-bedroom unit. The report concluded that

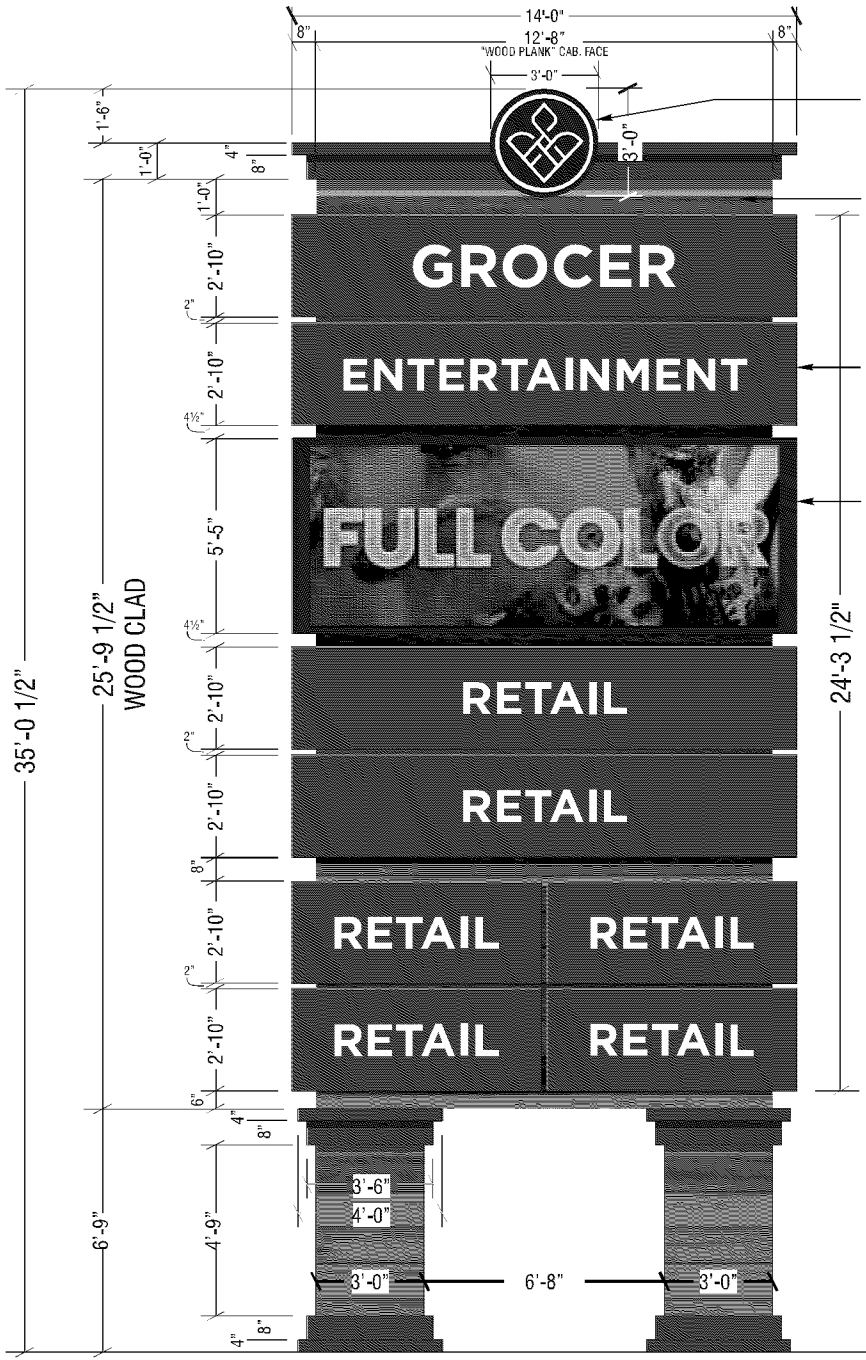
> *Luxury apartments tend to be occupied by families with few or no school-age children
> rent apartments are occupied by both large and small families with an average high
> of school-age children. The reason, of course, is that for low-income familie
> apartments, often in public housing projects, may be the only housing alternative,
> income families with children prefer single-family homes.*[5]

While this is a small sampling of available research on the municipal impac
housing, the trends these reports discuss persist today and are evident in our fin

As a final note, we recognize that our conclusion of an estimated 11 school age
reside in the subject property is lower that what the Village of Buffalo Grove has

SIGNAGE PLAN
Retail


ILLINOIS ROUTE 83
BUFFALO
MONUMENT SIGN 5

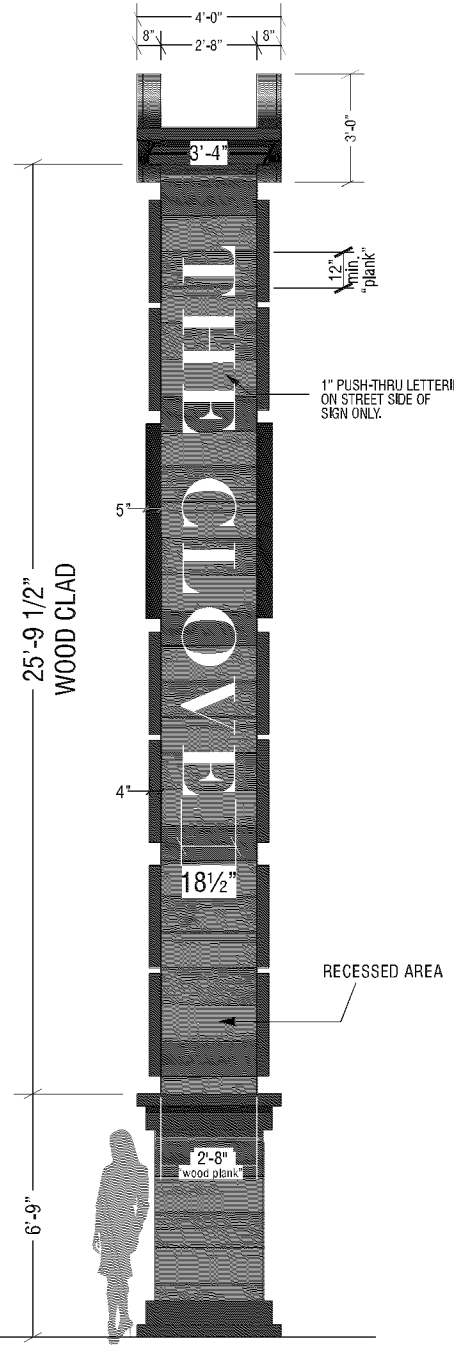


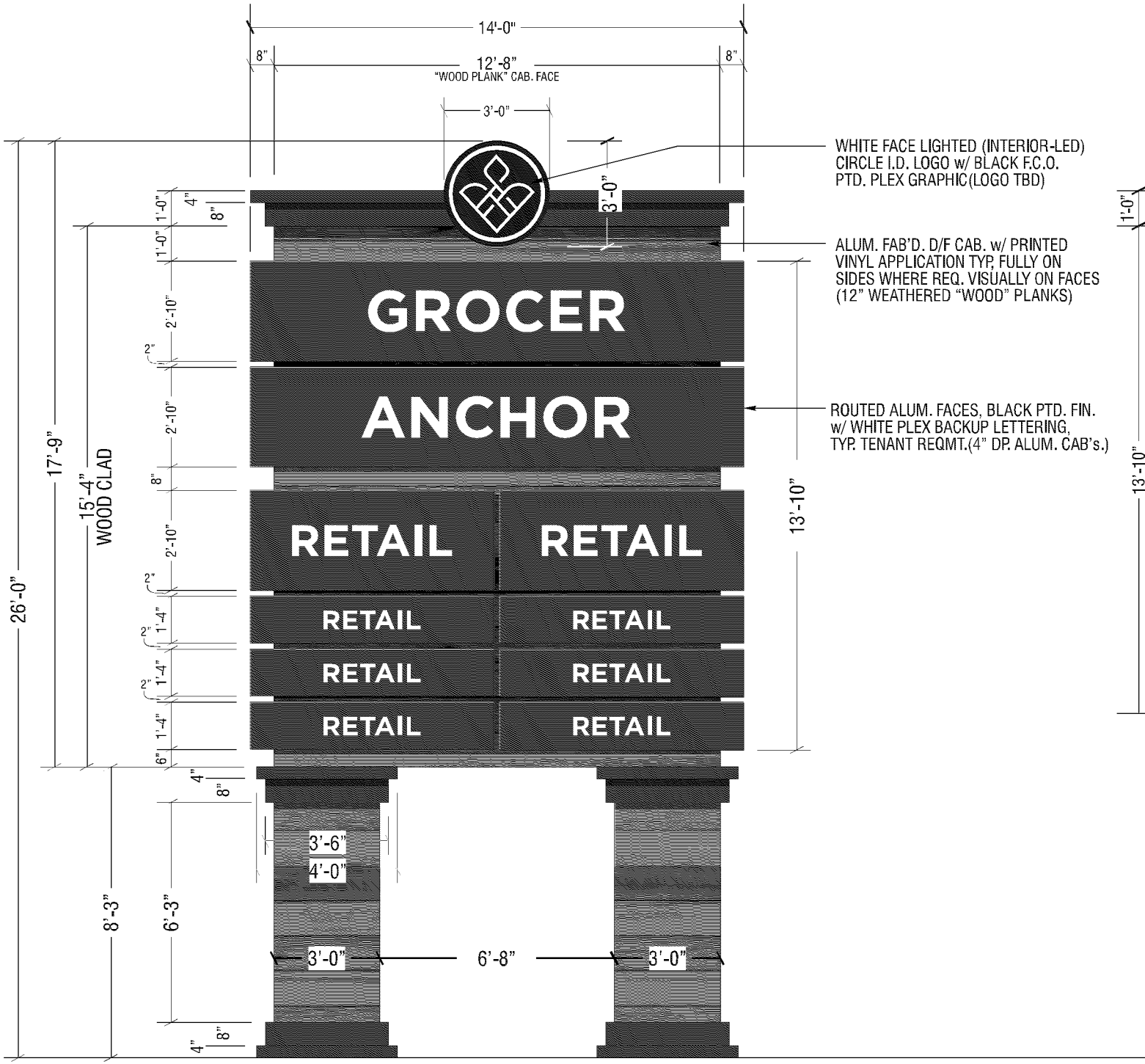
WHITE FACE LIGHTED (INTERIOR-LED)
CIRCLE I.D. LOGO w/ BLACK F.C.O.
PTD. PLEX GRAPHIC(LOGO TBD)

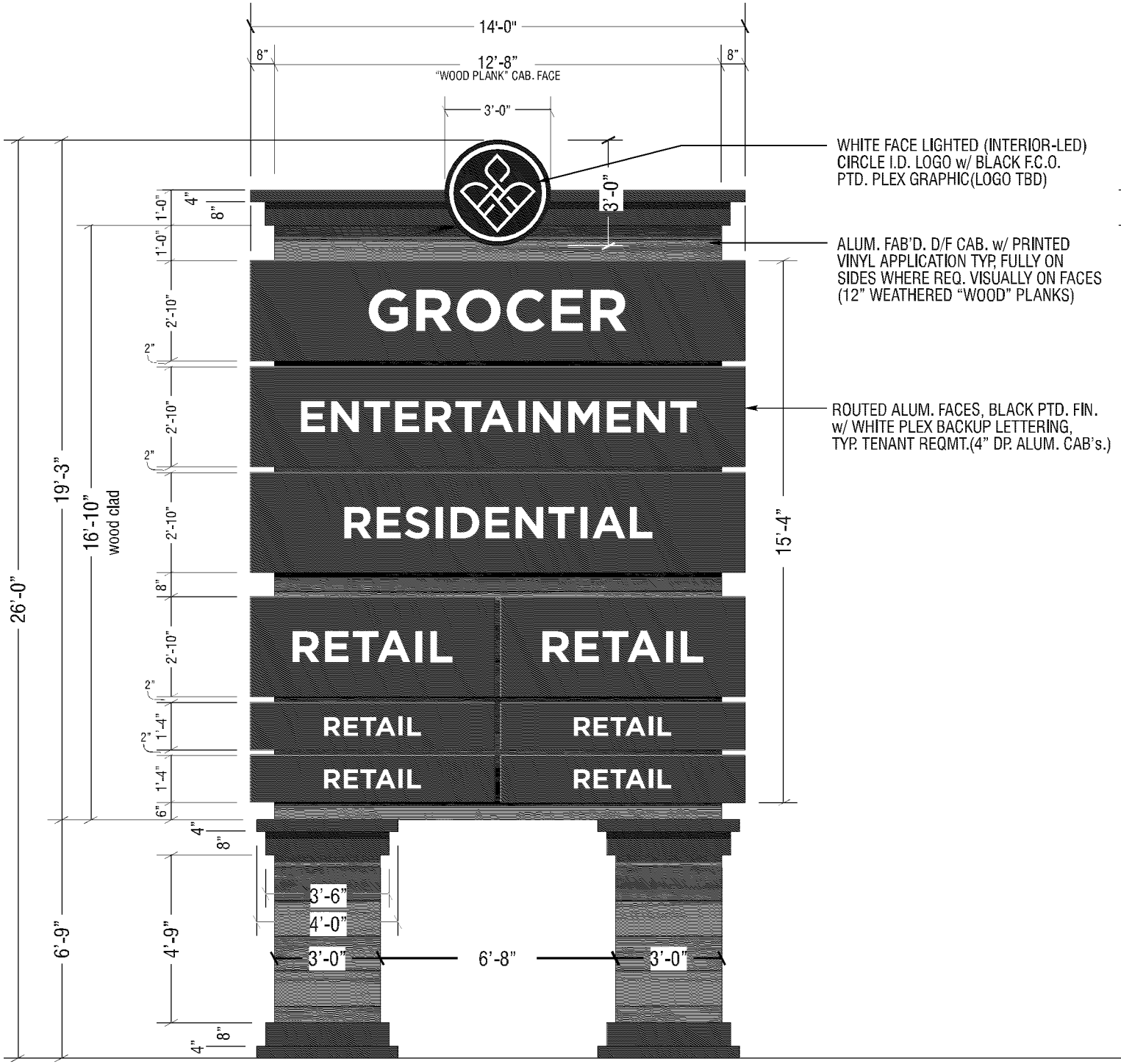
ALUM. FAB'D. D/F CAB. w/ PRINTED
VINYL APPLICATION TYP, FULLY ON
SIDES WHERE REQ. VISUALLY ON FACES
(12" WEATHERED "WOOD" PLANKS)

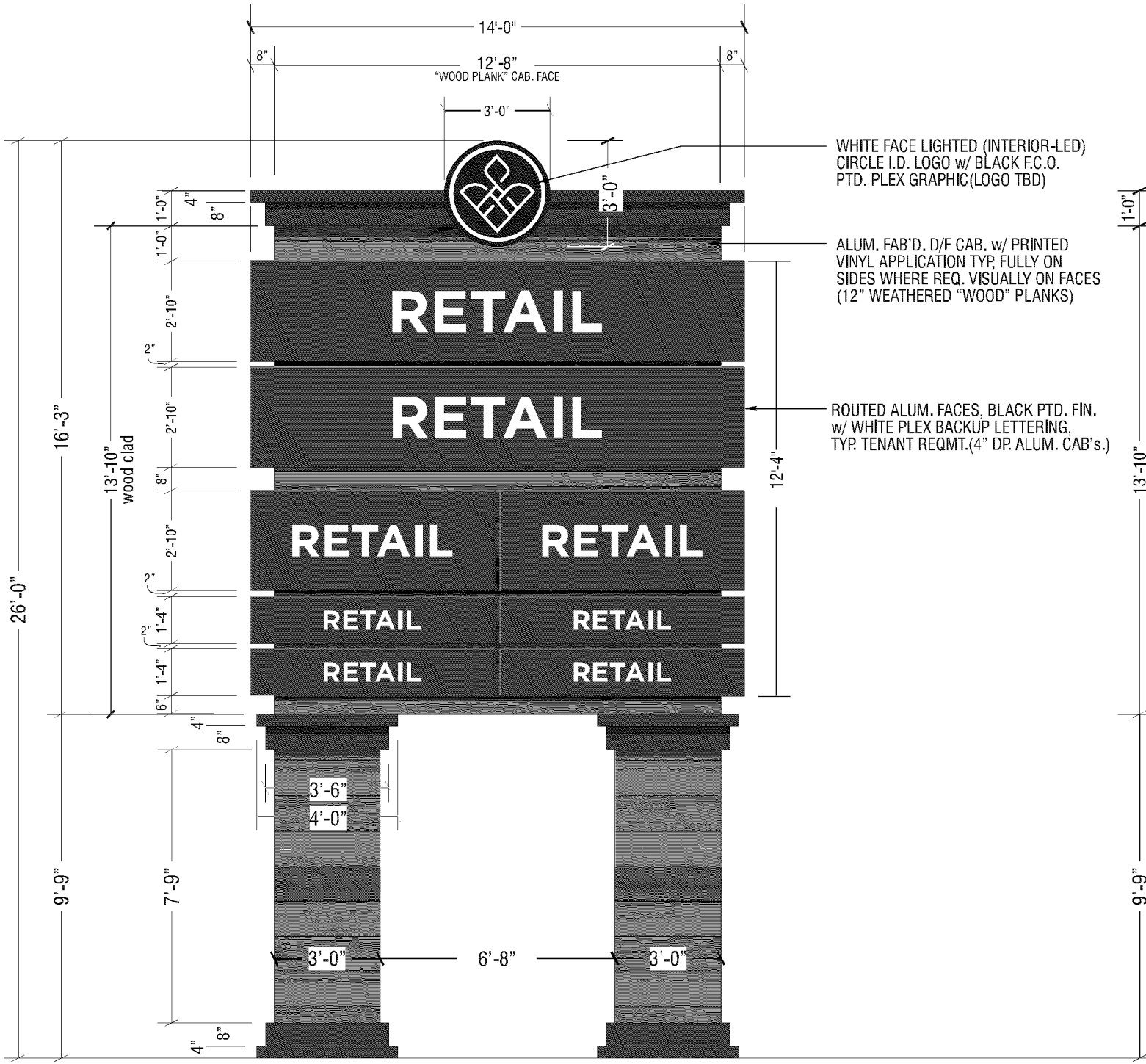
ROUTED ALUM. FACES, BLACK PTD. FIN.
w/ WHITE PLEX BACKUP LETTERING,
TYP. TENANT REQMT.(4" DP. ALUM. CAB's.)

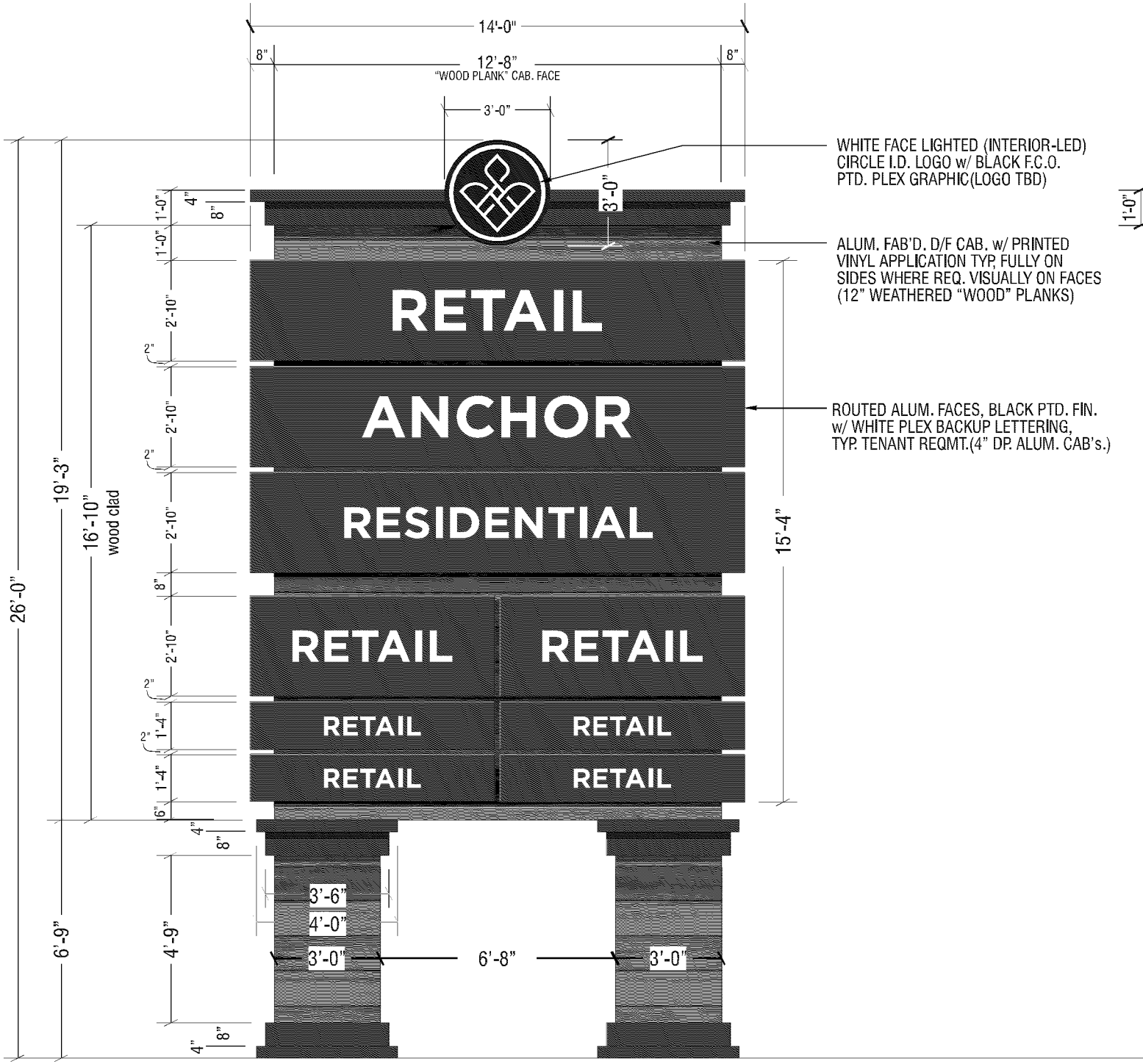
5'5"H x 14'0"W x 5"D, 10mm RBG LED
FULL COLOR ELEC. MESSAGE CENTERS
(5' x 13' VIEWABLE AREA)




14'-0"
8"
12'-8"
"WOOD PLANK" CAB. FACE
8"
3'-0"
WHITE FACE LIGHTED (INTERIOR-LED)
CIRCLE I.D. LOGO w/ BLACK F.C.O.
PTD. PLEX GRAPHIC(LOGO TBD)
3'-0"
ALUM. FAB'D. D/F CAB. w/ PRINTED
VINYL APPLICATION TYP, FULLY ON
SIDES WHERE REQ. VISUALLY ON FACES
(12" WEATHERED "WOOD" PLANKS)
GROCER
ANCHOR
ROUTED ALUM. FACES, BLACK PTD. FIN.
w/ WHITE PLEX BACKUP LETTERING,
TYP. TENANT REQMT.(4" DP. ALUM. CAB's.)
RETAIL
RETAIL
RETAIL
RETAIL
RETAIL
RETAIL
RETAIL
RETAIL
1'-0"
4"
8"
1'-0"
2'-10"
2"
2'-10"
8"
2'-10"
2"
1'-4"
2"
1'-4"
2"
1'-4"
6"
4"
8"
17'-9"
15'-4"
WOOD CLAD
26'-0"
13'-10"
1'-0"
13'-10"
3'-6"
4'-0"
8'-3"
6'-3"
3'-0"
6'-8"
3'-0"
4"
8"


14'-0"
8"
12'-8"
"WOOD PLANK" CAB. FACE
8"
3'-0"
WHITE FACE LIGHTED (INTERIOR-LED)
CIRCLE I.D. LOGO w/ BLACK F.C.O.
PTD. PLEX GRAPHIC(LOGO TBD)
3'-0"
1'-0"
ALUM. FAB'D. D/F CAB. w/ PRINTED
VINYL APPLICATION TYP, FULLY ON
SIDES WHERE REQ. VISUALLY ON FACES
(12" WEATHERED "WOOD" PLANKS)
GROCER
ENTERTAINMENT
RESIDENTIAL
RETAIL
RETAIL
RETAIL
RETAIL
RETAIL
RETAIL
ROUTED ALUM. FACES, BLACK PTD. FIN.
w/ WHITE PLEX BACKUP LETTERING,
TYP. TENANT REQMT.(4" DP. ALUM. CAB's.)
15'-4"
26'-0"
19'-3"
16'-10"
wood clad
6'-9"
4'-9"
4"
8"
1'-0"
1'-0"
2'-10"
2"
2'-10"
2"
2'-10"
8"
2'-10"
2"
1'-4"
2"
1'-4"
6"
4"
8"
4"
8"
3'-6"
4'-0"
3'-0"
6'-8"
3'-0"


14'-0"
8"
12'-8"
"WOOD PLANK" CAB. FACE
8"
3'-0"
WHITE FACE LIGHTED (INTERIOR-LED)
CIRCLE I.D. LOGO w/ BLACK F.C.O.
PTD. PLEX GRAPHIC(LOGO TBD)
3'-0"
ALUM. FAB'D. D/F CAB. w/ PRINTED
VINYL APPLICATION TYP. FULLY ON
SIDES WHERE REQ. VISUALLY ON FACES
(12" WEATHERED "WOOD" PLANKS)
RETAIL
RETAIL
ROUTED ALUM. FACES, BLACK PTD. FIN.
w/ WHITE PLEX BACKUP LETTERING,
TYP. TENANT REQMT.(4" DP. ALUM. CAB's.)
RETAIL
RETAIL
RETAIL
RETAIL
RETAIL
RETAIL
1'-0"
4"
8"
1'-0"
2'-10"
2"
2'-10"
8"
2'-10"
2"
1'-4"
2"
1'-4"
6"
4"
8"
3'-6"
4'-0"
4"
8"
16'-3"
13'-10"
wood clad
26'-0"
12'-4"
13'-10"
1'-0"
9'-9"
7'-9"
9'-9"
3'-0"
6'-8"
3'-0"


14'-0"
8"
12'-8"
"WOOD PLANK" CAB. FACE
8"
3'-0"
WHITE FACE LIGHTED (INTERIOR-LED)
CIRCLE I.D. LOGO w/ BLACK F.C.O.
PTD. PLEX GRAPHIC(LOGO TBD)
3'-0"
1'-0"
ALUM. FAB'D. D/F CAB. w/ PRINTED
VINYL APPLICATION TYP, FULLY ON
SIDES WHERE REQ. VISUALLY ON FACES
(12" WEATHERED "WOOD" PLANKS)
RETAIL
ANCHOR
RESIDENTIAL
ROUTED ALUM. FACES, BLACK PTD. FIN.
w/ WHITE PLEX BACKUP LETTERING,
TYP. TENANT REQMT.(4" DP. ALUM. CAB's.)
RETAIL
RETAIL
RETAIL
RETAIL
RETAIL
RETAIL
15'-4"
26'-0"
19'-3"
16'-10"
wood clad
6'-9"
4'-9"
1'-0"
4"
8"
2'-10"
2"
1'-4"
6"
3'-6"
4'-0"
3'-0"
6'-8"
3'-0"

PROPOSED

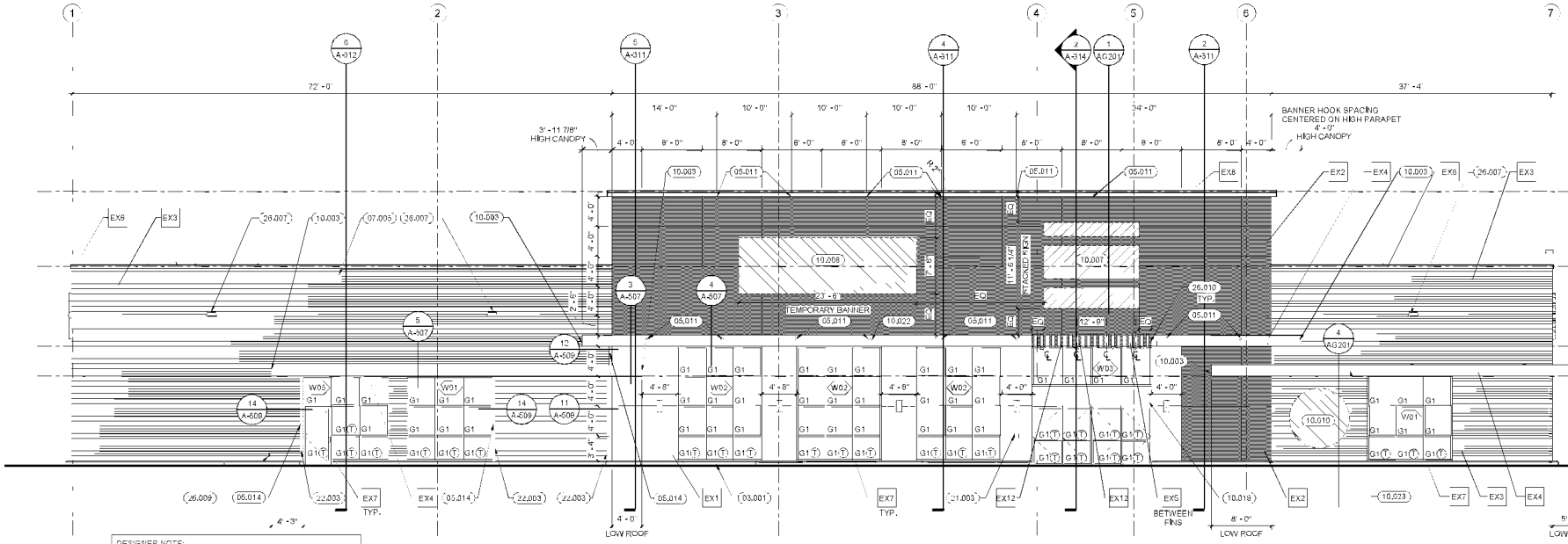


EXISTING



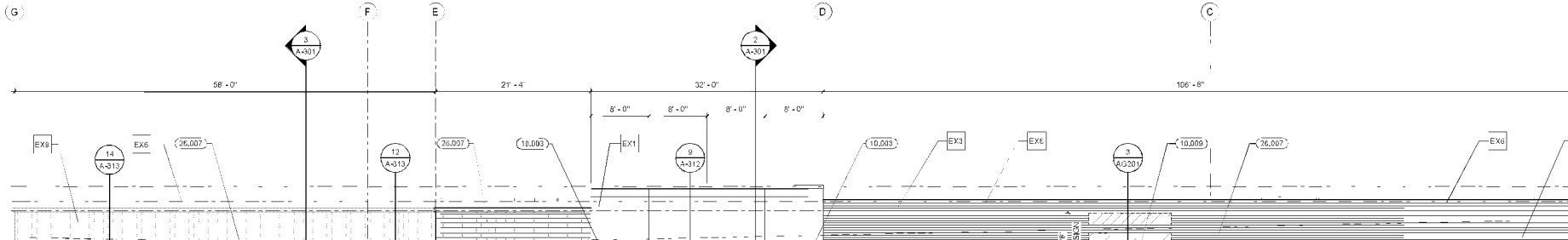
Signage Types and Sizes Requ

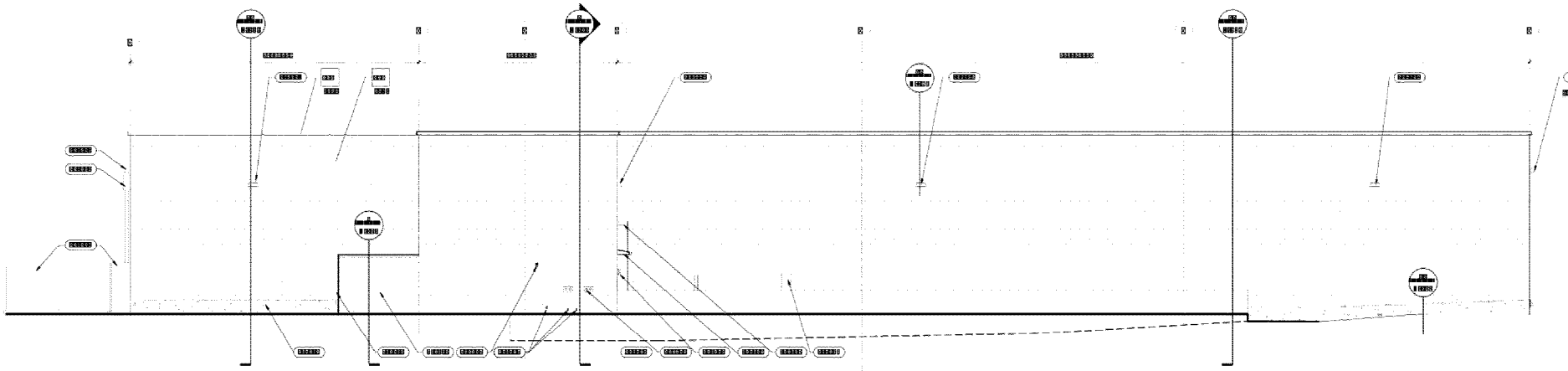
	Tenant Frontage (Elevation Type)	Elevation Location	# of Signs	Linear Feet of Frontage	Sign Face (sf) Allowed	# of Signs[1]	E
			ALLOWED				
Site Signage *Frontage listed is property frontage							
Sign 1			1	124	120	1	
Sign 2			1	2176	120	1	
Sign 3			1	2176	120	1	
Sign 4			1	2176	120	1	
Sign 5			1	70	120	1	
Lot 2 (GROCER) *Does not include parking lot signage for desginated parking or cart corrals							
GROCER	Primary	East	1	198 ft	594 sf	1	
	Secondary	East	0	198 ft	0 sf	1	
	Secondary	North	0	230 ft	0 sf	1	
	Secondary	South	0	230 ft	0 sf	1	
	Temporary	East	1	198 ft	32 sf	1	
Lot 3 Guzman Y Gomez							
Guzman Y Gomez	Primary	North	1	85 ft	255 sf	1	
	Primary	North	0	85 ft	0 sf	1	
	Secondary	East	0	40 ft	0 sf	1	
	Secondary	South	0	85 ft	0 sf	1	
	Secondary	South	0	85 ft	0 sf	1	
	Secondary	West	0	40 ft	0 sf	1	
	Drivethru Sign					2	
	Menu Sign					4	
Lot 6							
MTB North - Tenant A	Primary	West	1	33 ft	89 sf	1	
	Secondary	West	1	33 ft		1	
	Secondary	North	0	75 ft	0 sf	1	
	Secondary	East	0	33 ft	0 sf	1	
MTB North - Tenant B	Primary	West	1	21 ft	57 sf	1	
	Secondary	East	0	21 ft	0 sf	1	
MTB North - Tenant C	Primary	West	1	32 ft	86 sf	1	
	Secondary	South	0	73 ft	0 sf	1	
	Secondary	East	0	32 ft	0 sf	1	
MTB South - Tenant A	Primary	West	1	33 ft	89 sf	1	
	Secondary	East	0	33 ft	0 sf	1	
	Secondary	South	0	73 ft	0 sf	1	
MTB South - Tenant B	Primary	West	1	29 ft	78 sf	1	
	Secondary	East	0	27 ft	0 sf	1	
	Secondary	North	0	73 ft	0 sf	1	
Lot 7 // Ground Level Retail							
Typical	Primary	East	1	20 ft	60 sf		4 sf per every 1 indiv

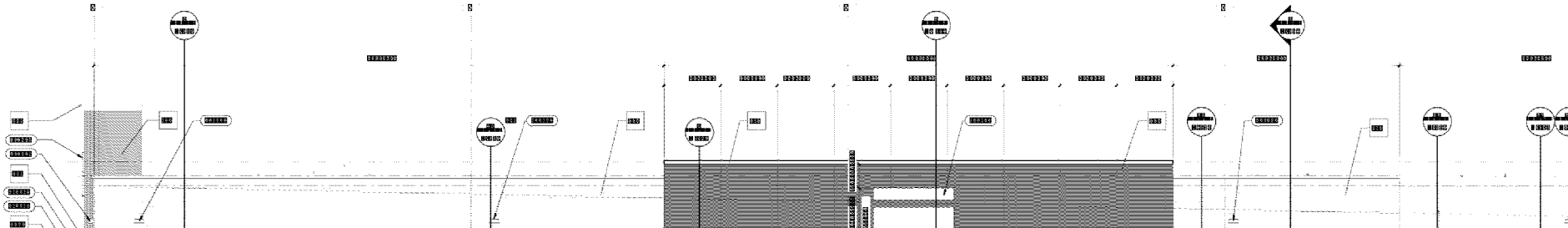


1 A-201 **FRONT ELEVATION**

1/8" = 1'-0"







Elevate
Sign Group

GYG Buffalo Grove IL

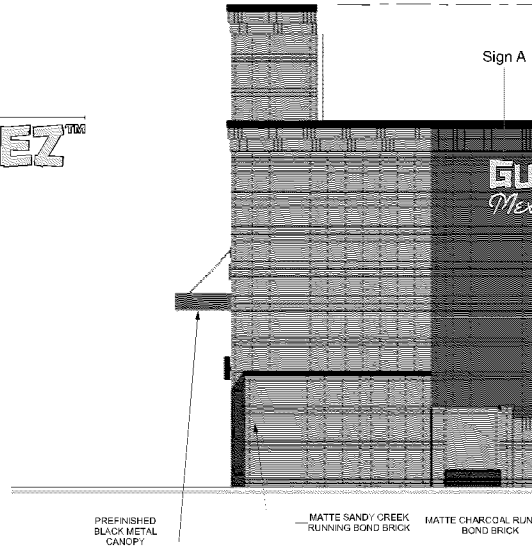
Paul Rzewuski
Elevate Sign Group
120 N. Ridge Ave.
Lombard, IL 60148
www.elevatesigngroup.com

R4

Sign A

UL Listed channel Letters
5in projection from wall





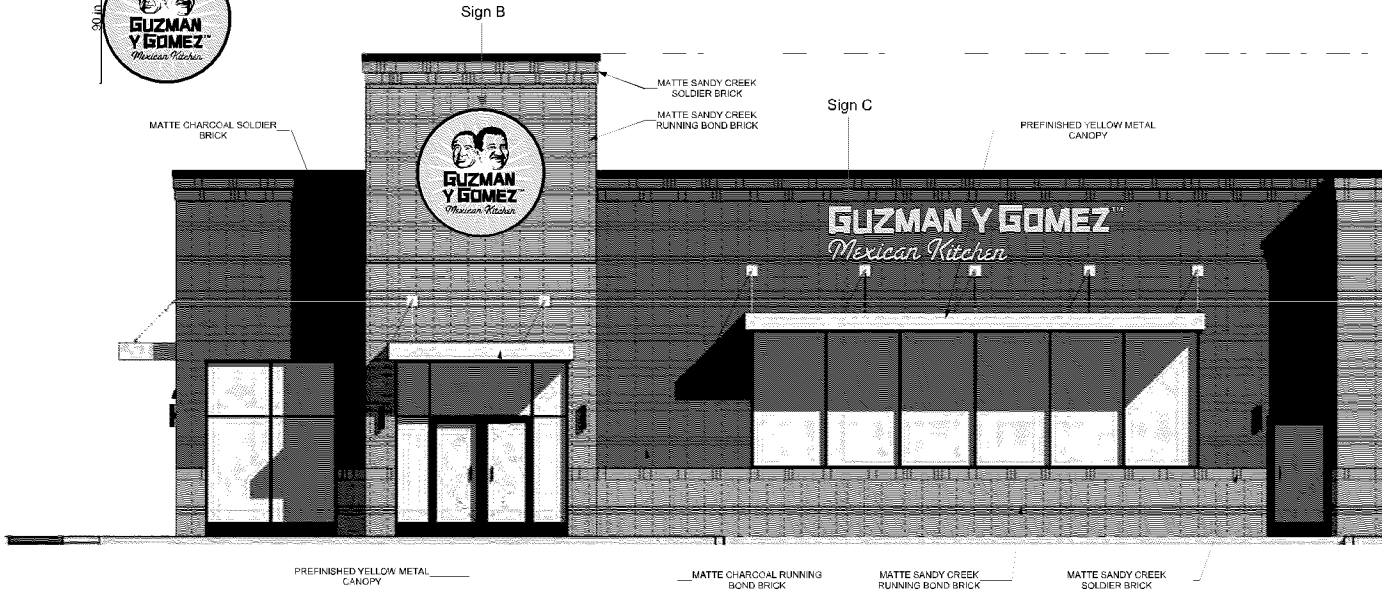
1 West Elevation
1/4" = 1'-0"

Sign B

Illuminated LOGO
plex face/LED internal illumination
UL Listed

5in projection





2 North Elevation
1/4" = 1'-0"

Sign C

UL Listed channel Letters
5in projection from wall

Elevate
Sign Group

GYG Buffalo Grove IL

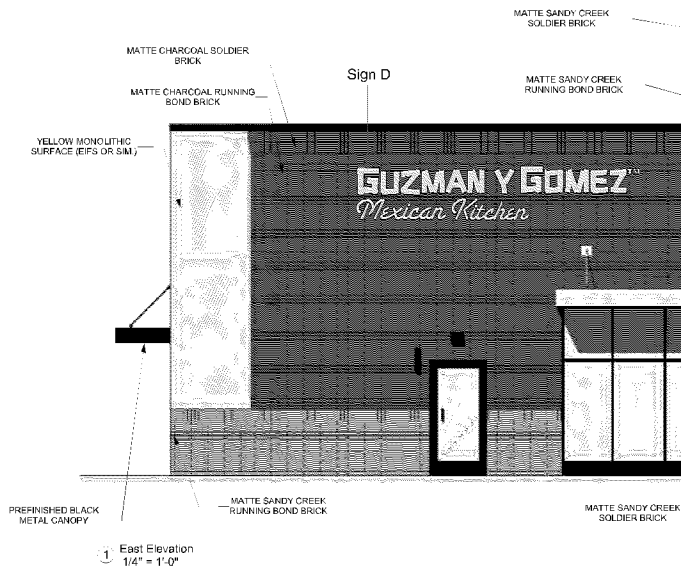
Paul Rzewuski
Elevate Sign Group
120 N. Ridge Ave.
Lombard, IL 60148
www.elevatesigngroup.com

R4

Sign D

UL Listed channel Letters
5in projection from wall



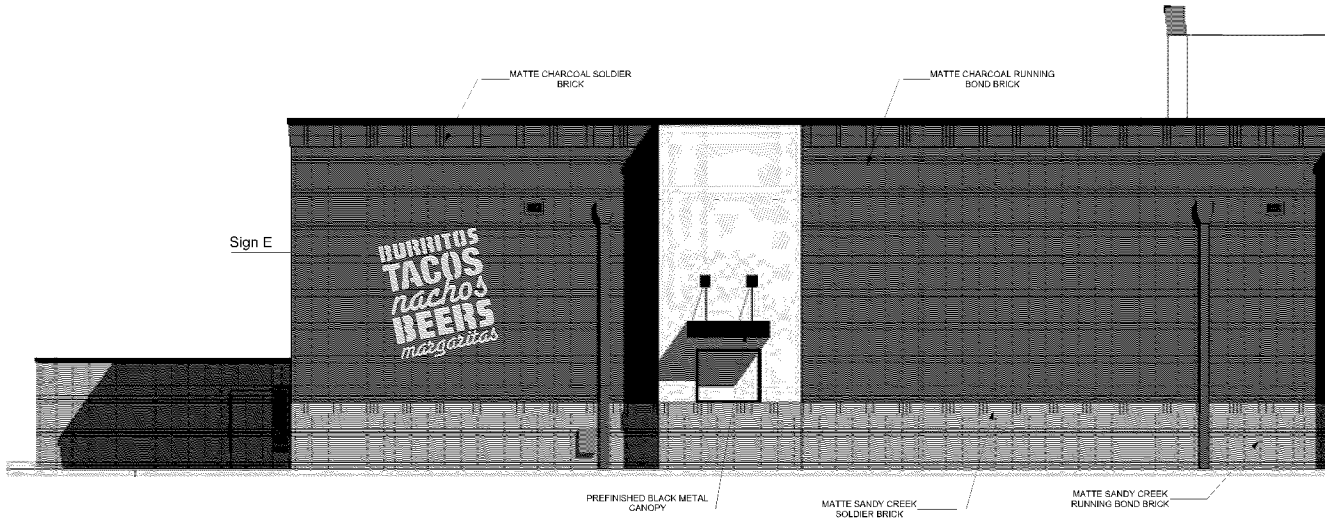


1 East Elevation
1/4" = 1'-0"

Sign E

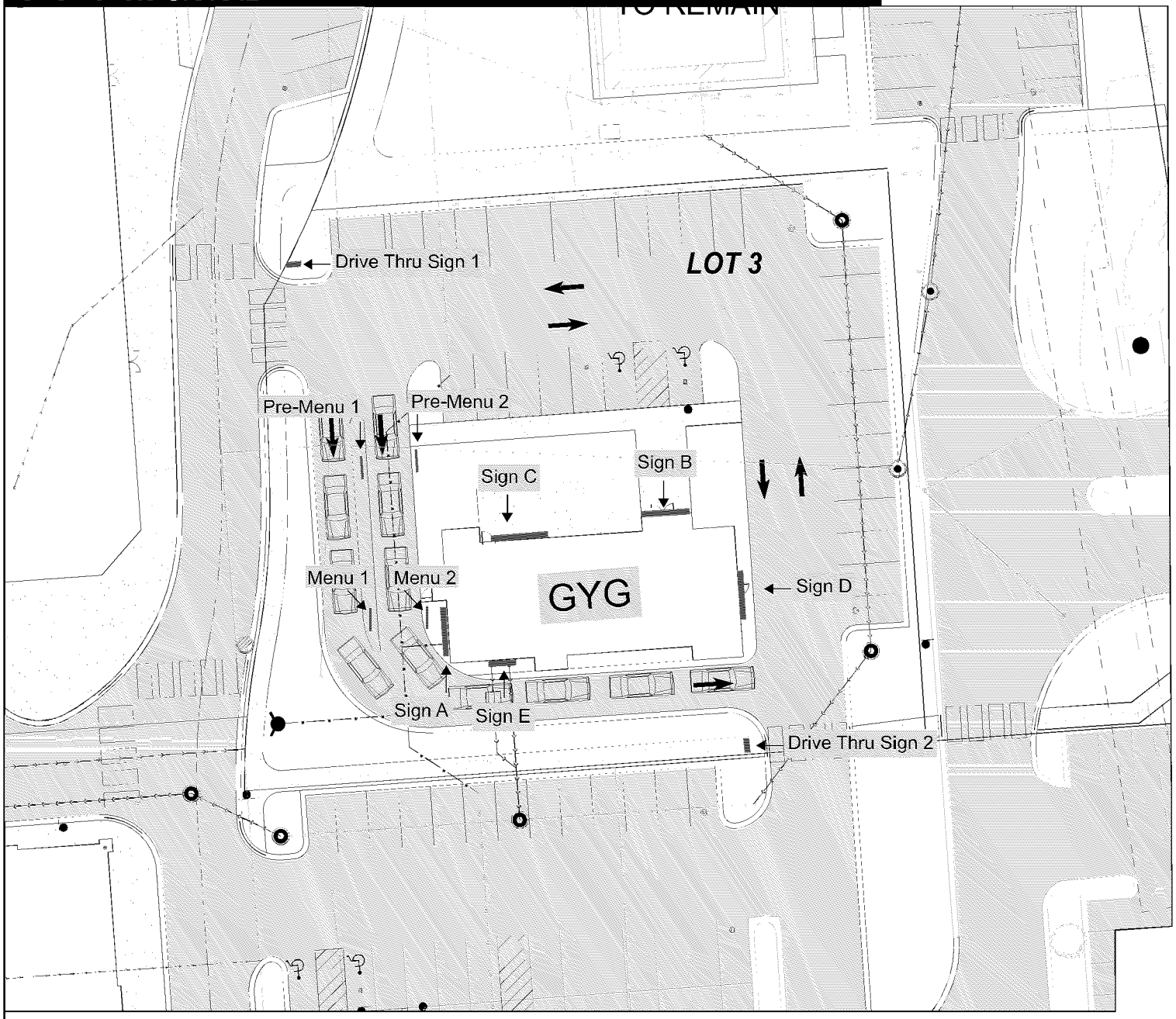


Non-illuminated Flat Cut Out Aluminum Letters



2 South Elevation
1/4" = 1'-0"

GYG Buffalo Grove IL



PROJECT MANAGER:

SUBMITTED TO:

AGREEMENT:

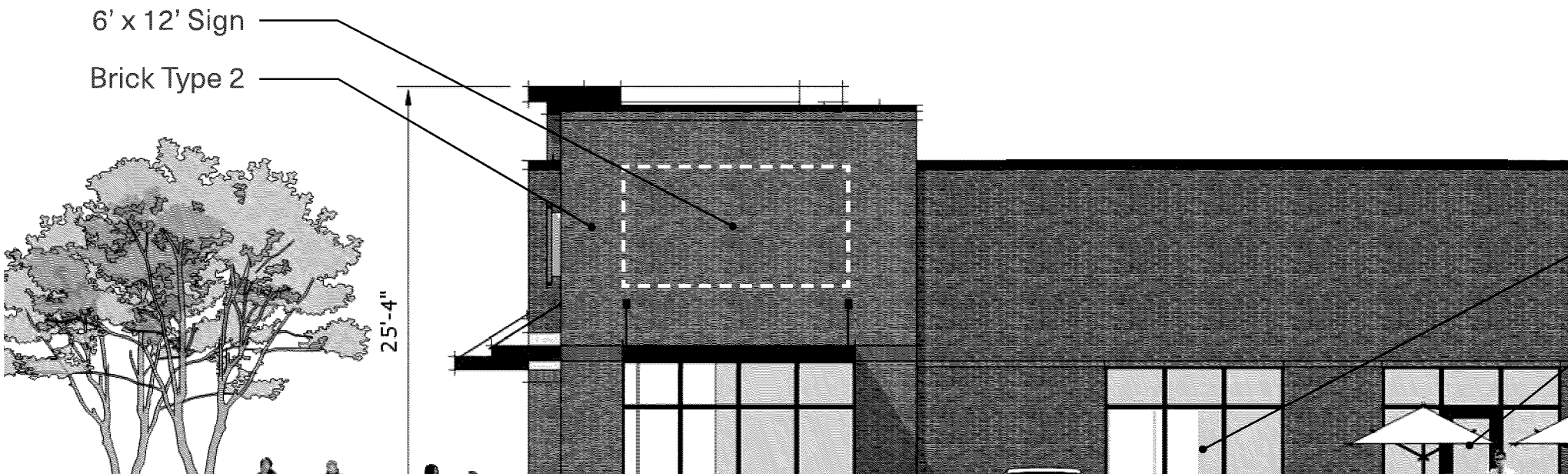
THE INTENT OF THIS DRAWING IS TO SHOW A CONCEPTUAL REPRESENTATION OF THE PROPOSED SIGNAGE. DUE TO VARIATIONS IN PRINTING, FABRICATION, PAINTING

A

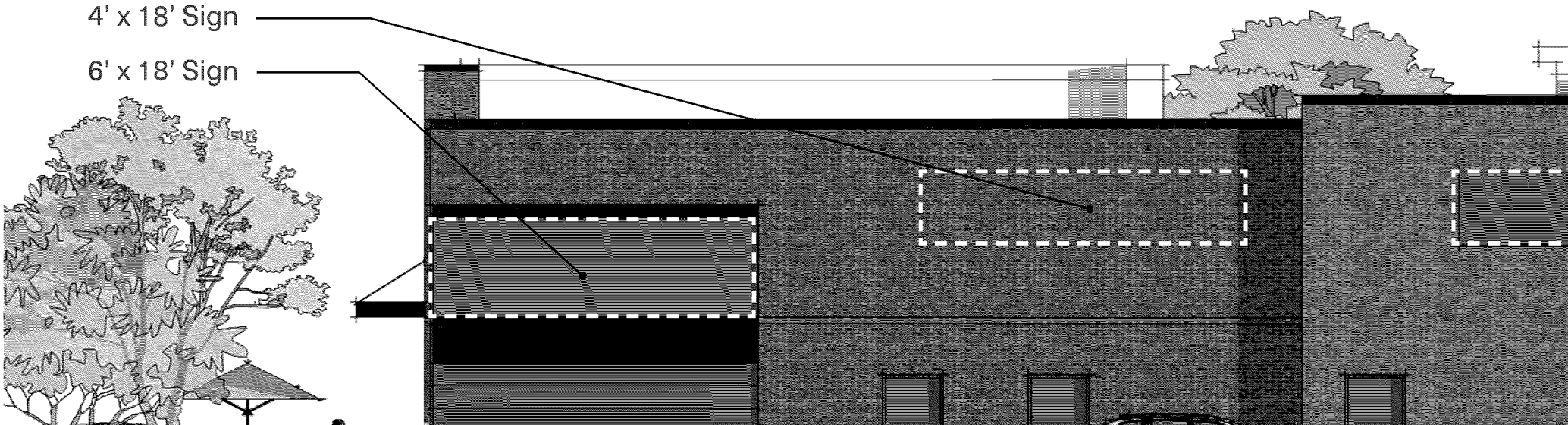
NAM



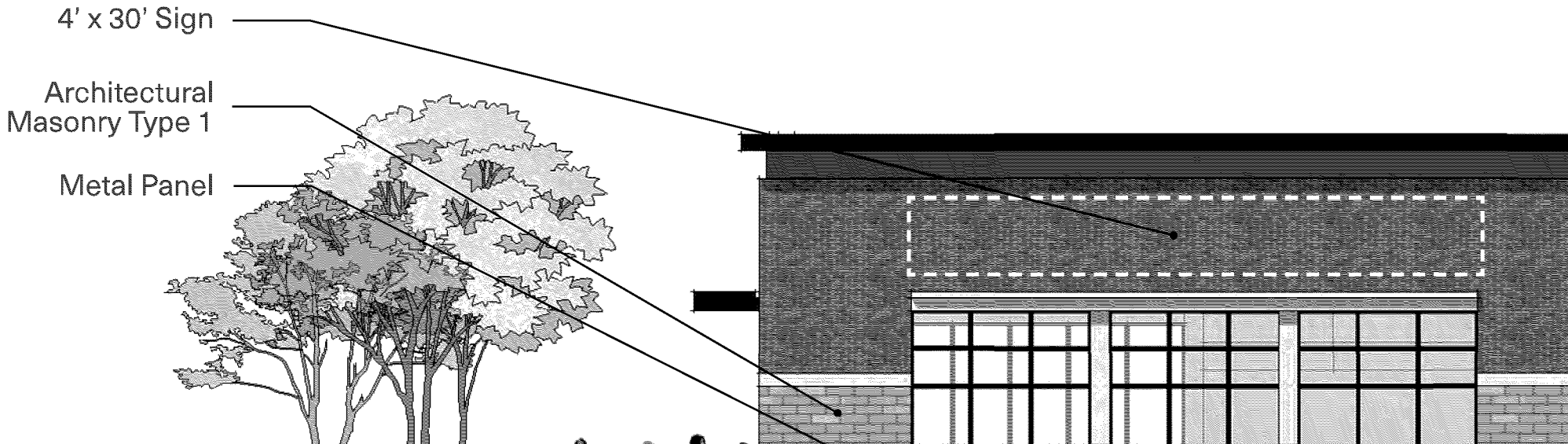
West Elevation

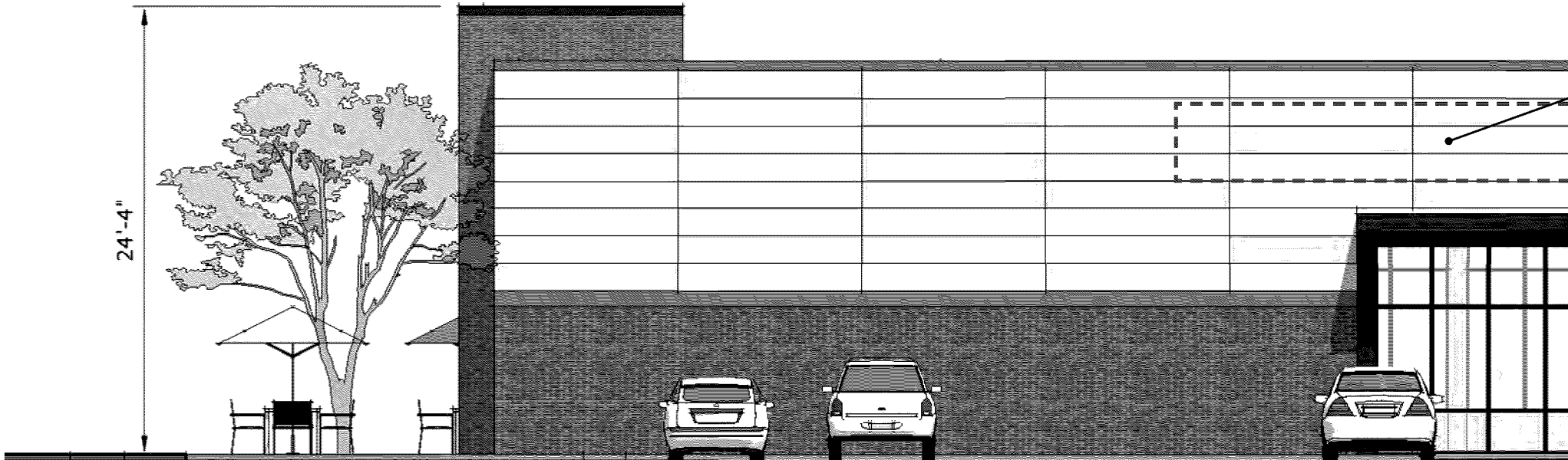



Fiber Cement
Panel Type 3
EIFS
Architectural
Masonry Type 1
North Elevation

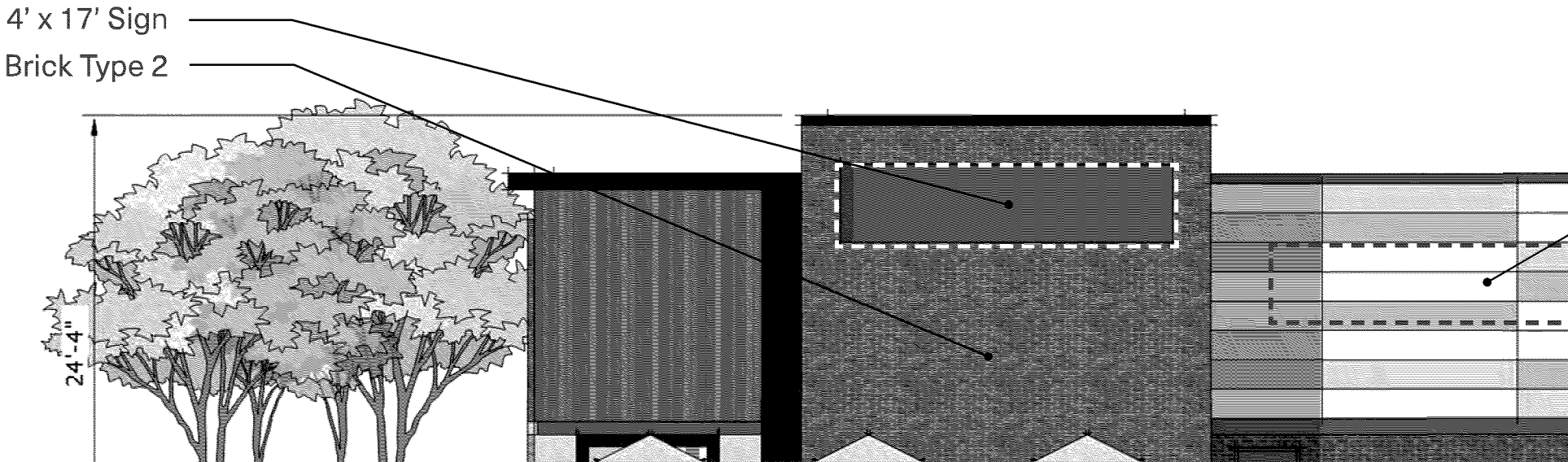

4' x 18' Sign
6' x 18' Sign


Fiber Cement
Panel Type 2
4' x 20' Sign
West Elevation


4' x 30' Sign
Architectural
Masonry Type 1
Metal Panel



North Elevation

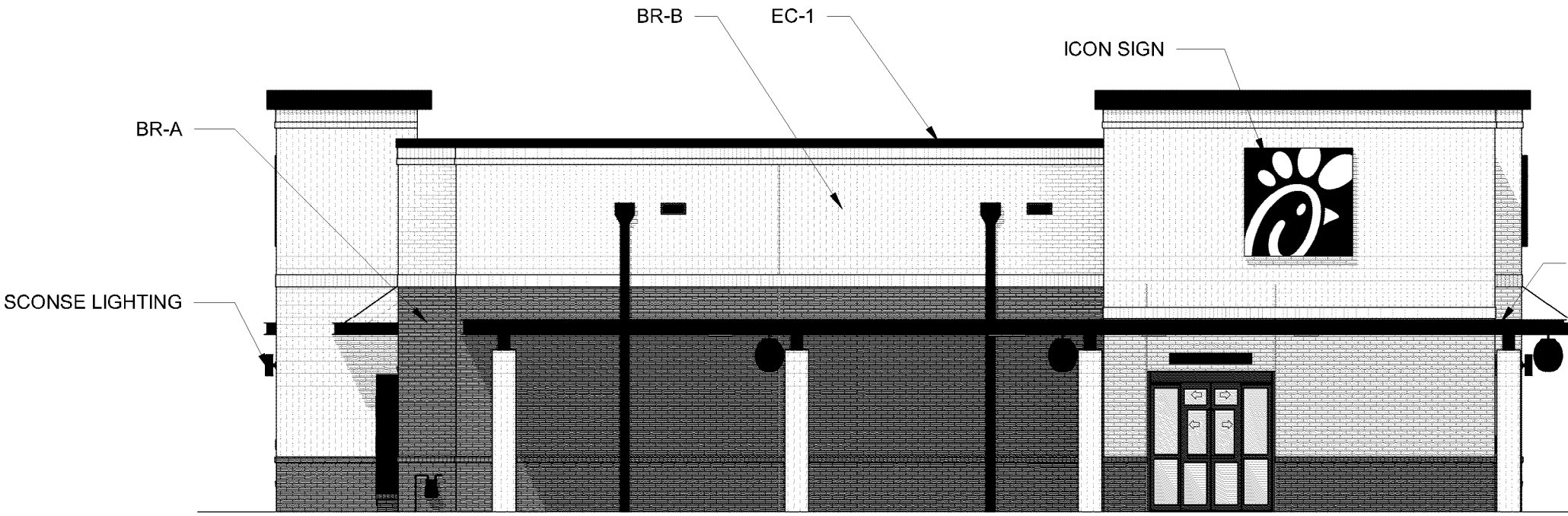




WEST ELEVATION

1/8" = 1'-0"



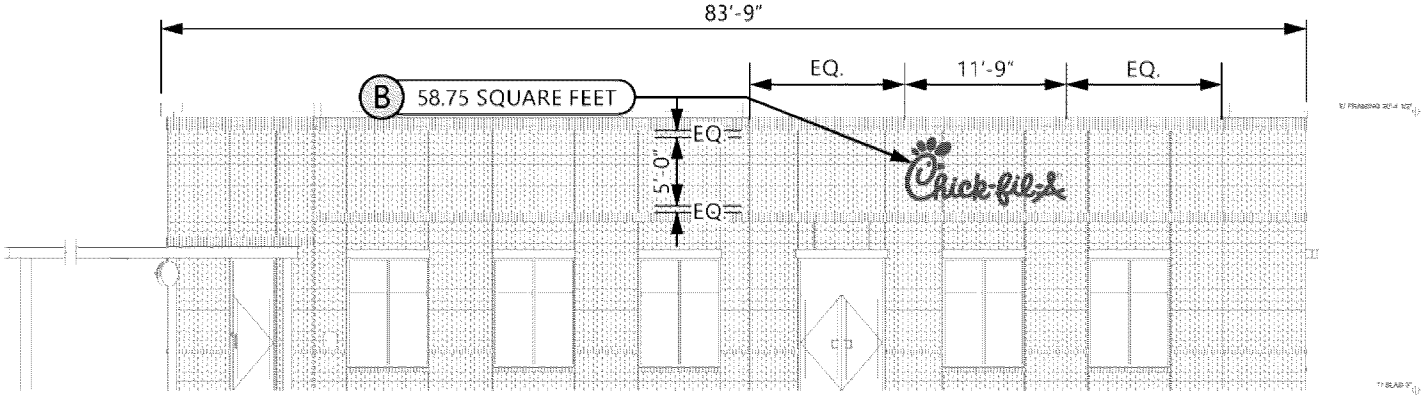


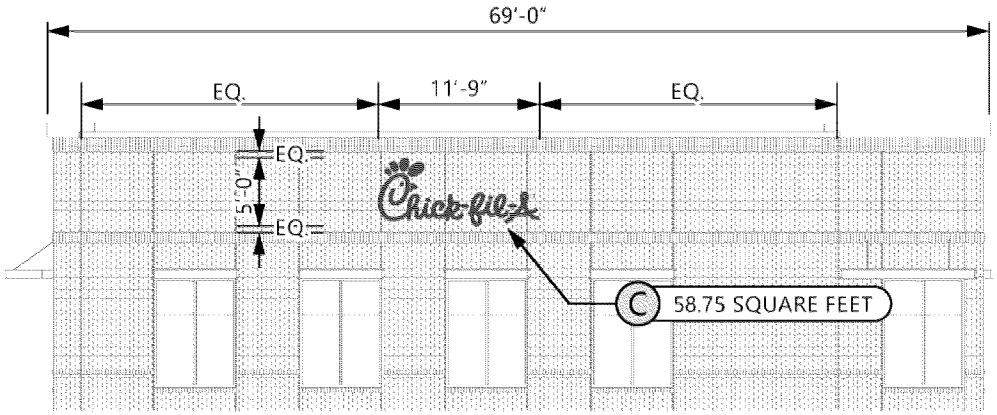
EAST ELEVATION

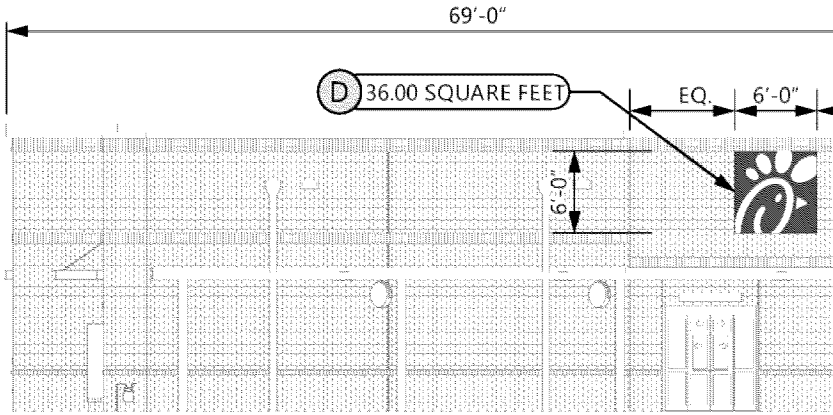
1/8" = 1'-0"

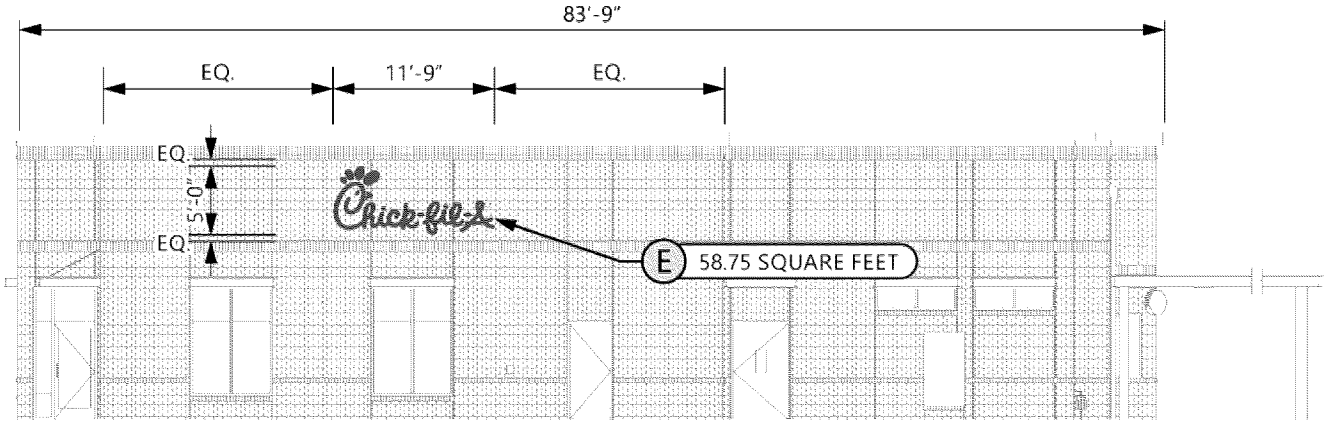


Chick Fil A Elevations









KENSINGTON DEVELOPMENT PARTNERS

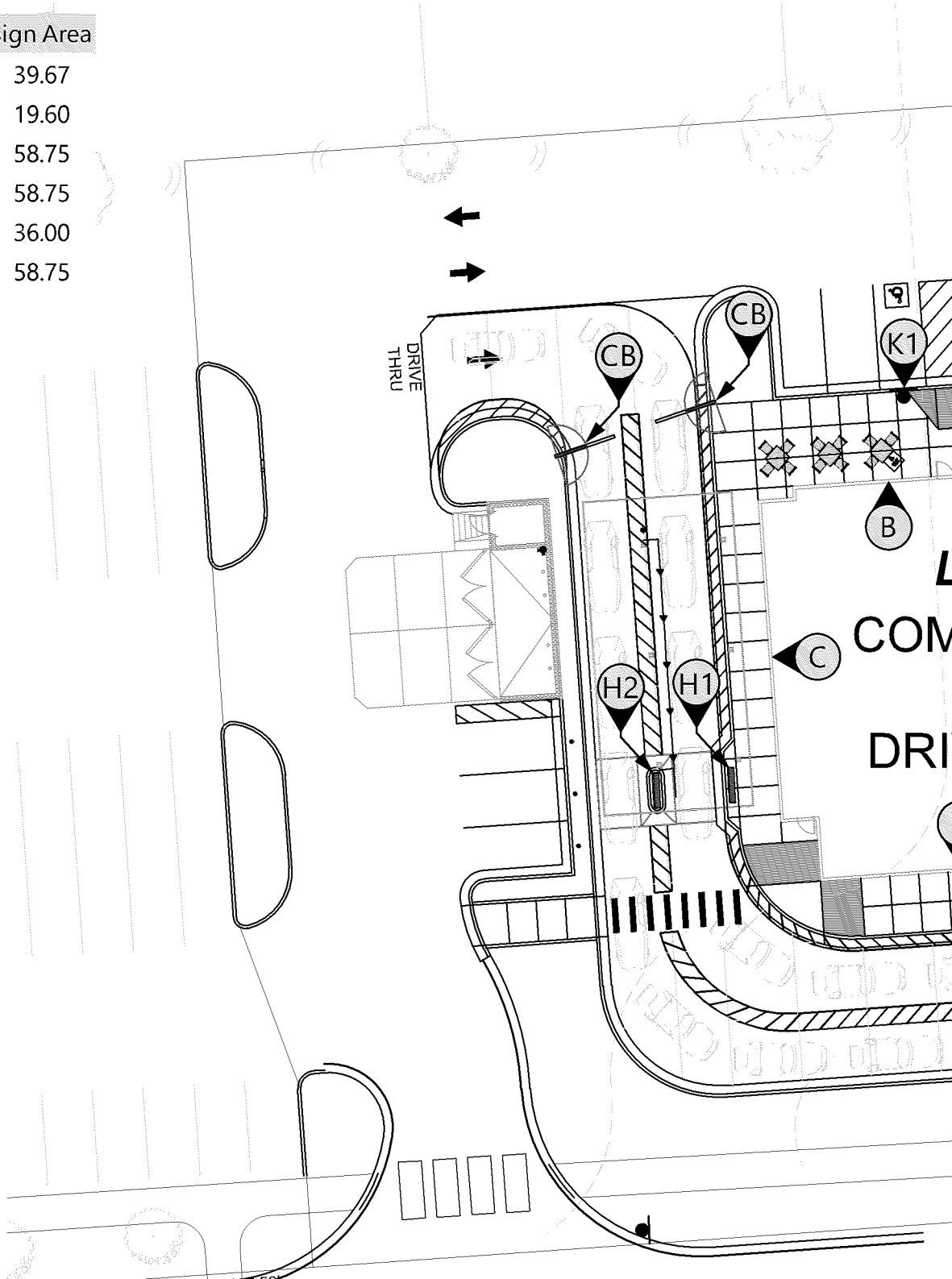
IM PROPERTIES

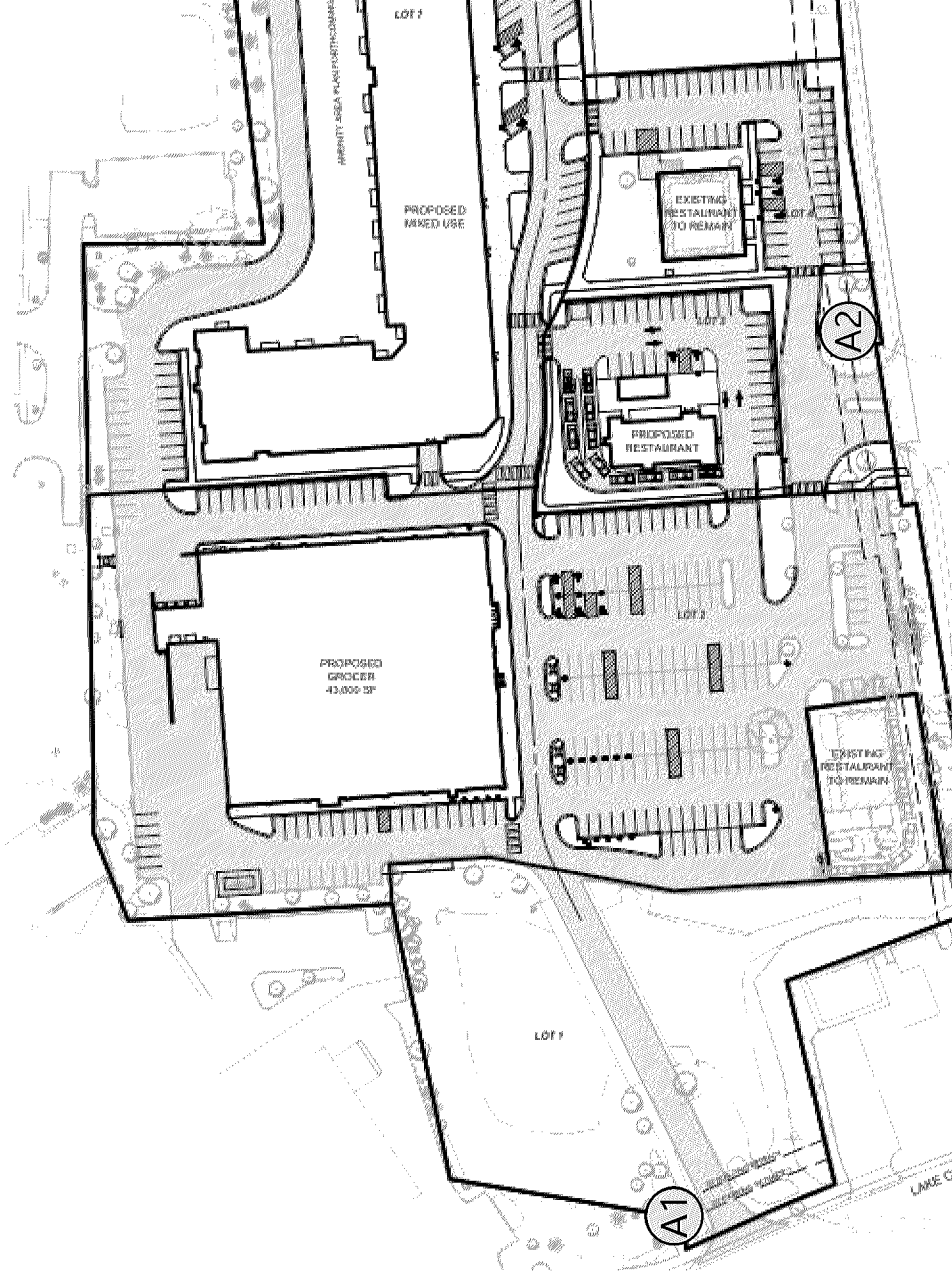
SCALE - 3/32" = 1'-0"

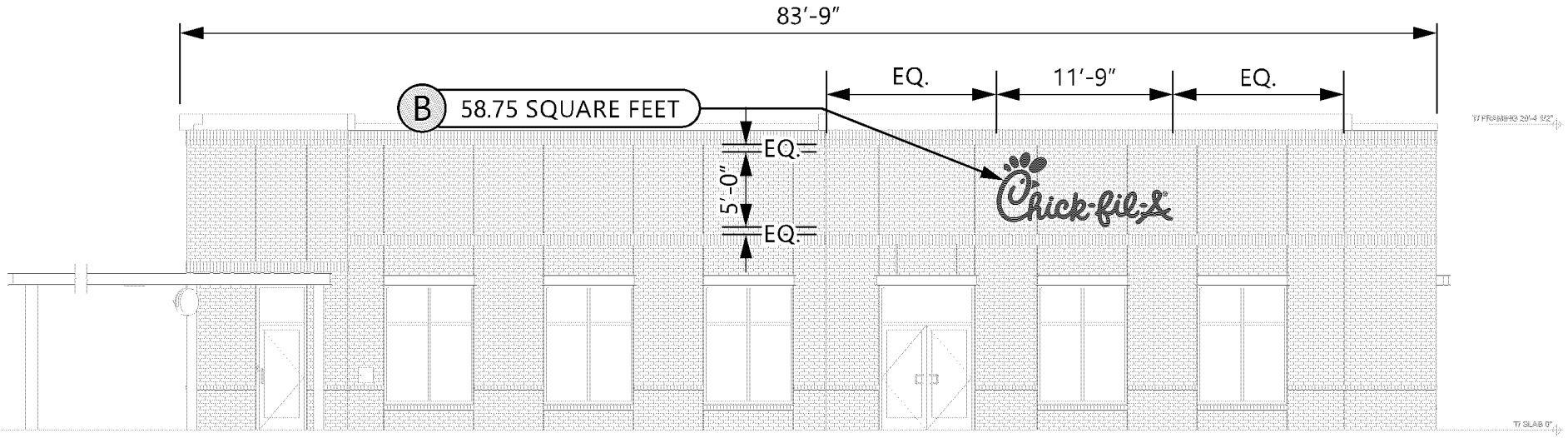
Item	Description	Qty	Sign Area
A1/A4	Tenant Panels	4	39.67
A3	Tenant Panels	2	19.60
B	Wall Sign - Script 5' set	1	58.75
C	Wall Sign - Script 5' set	1	58.75
D	Wall Sign - Icon	1	36.00
E	Wall Sign - Script 5' set	1	58.75

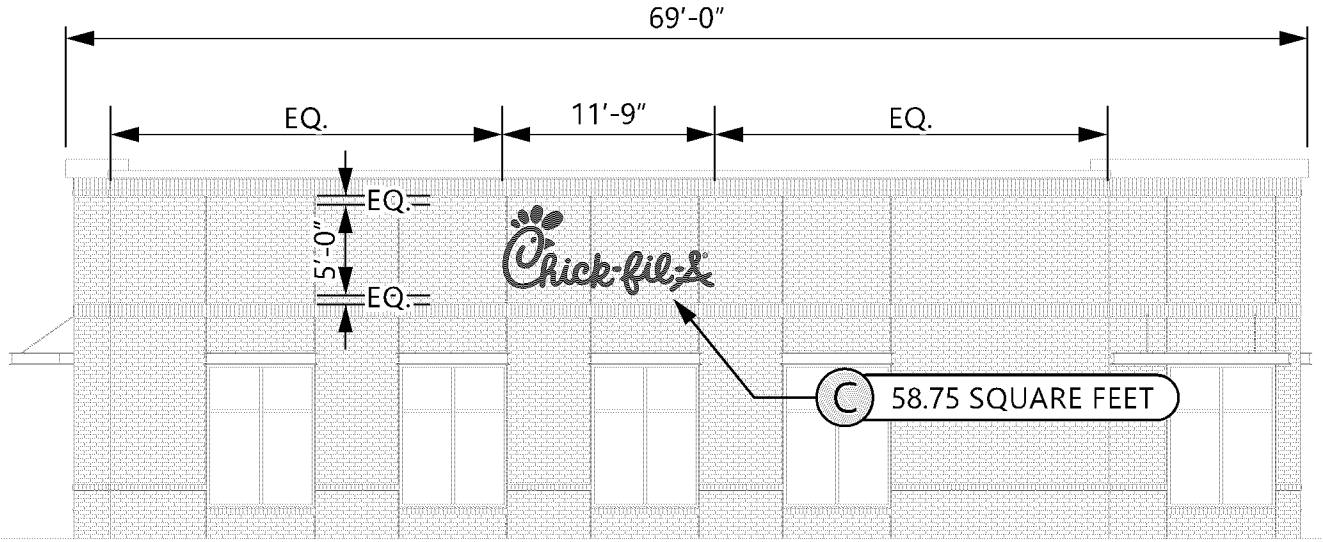
Item	Description	Qty
H1	Menu Board (Lane 1)	1
H2	Menu Board (Lane 2)	1
CB	Clearance Bar	2
FP	Flag pole (50')	1

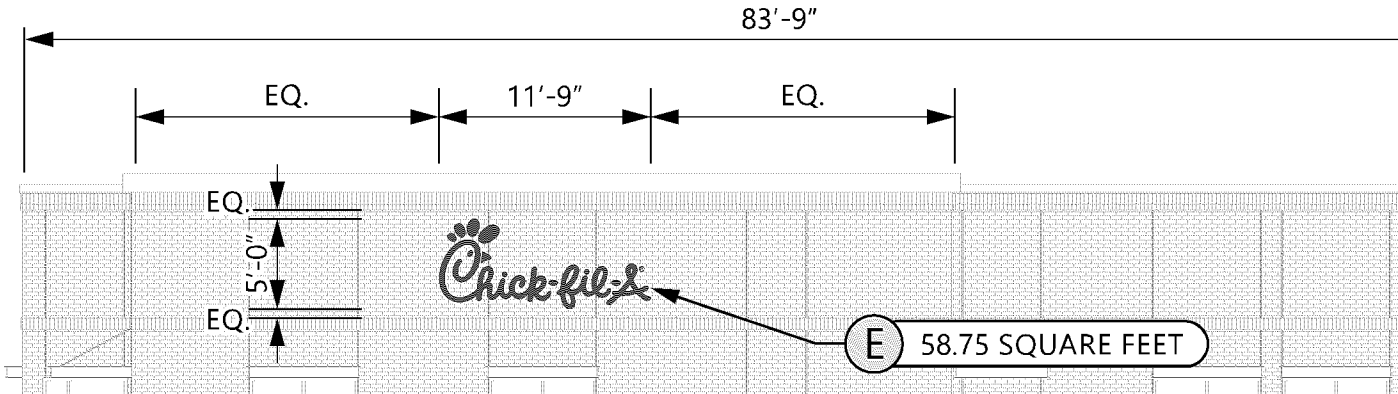
SIGN A1, A2, A3 SHOWN ON SITE PLAN ON FOLLOWING PAGE, NOT SHOWN ON THIS PAGE




LOT 7
PROPOSED
MIXED USE
EXISTING
RESTAURANT
TO REMAIN
LOT 4
LOT 3
A2
PROPOSED
RESTAURANT
PROPOSED
GROCER
43,000 SF
LOT 2
EXISTING
RESTAURANT
TO REMAIN
LOT 1
A1


83′-9″
EQ.
11′-9″
EQ.
B
58.75 SQUARE FEET
EQ.
5′-0″
EQ.
Chick-fil-A


69′-0″
EQ.
11′-9″
EQ.
EQ.
5′-0″
EQ.
Chick-fil-A
C
58.75 SQUARE FEET


83′-9″
EQ.
11′-9″
EQ.
EQ.
5′-0″
EQ.
Chick-fil-A
E
58.75 SQUARE FEET

SPECIFICATIONS

ALUMINUM FACES WITH ROUTED STENCIL-CUT GRAPHICS BACKED WITH ACRYLIC. FACES TO BE IN SAME POSITION ON BOTH SIDES OF EXISTING DOUBLE-FACED SIGN.

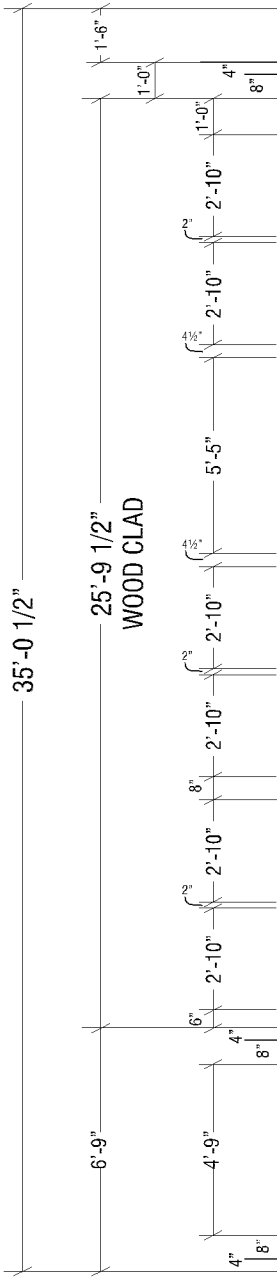
BLACK

7328 WHITE ACRYLIC



ELEVATION

SCALE - 1/4" = 1'- 0"



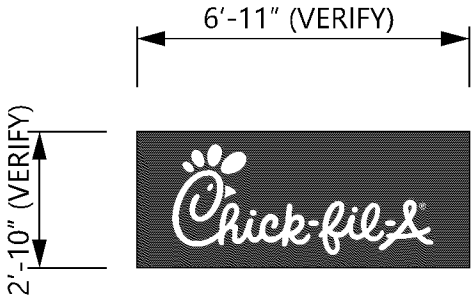
SPECIFICATIONS

ALUMINUM FACES WITH ROUTED STENCIL-CUT GRAPHICS BACKED WITH ACRYLIC. FACES TO BE IN SAME POSITION ON BOTH SIDES OF EXISTING DOUBLE-FACED SIGN.

BLACK

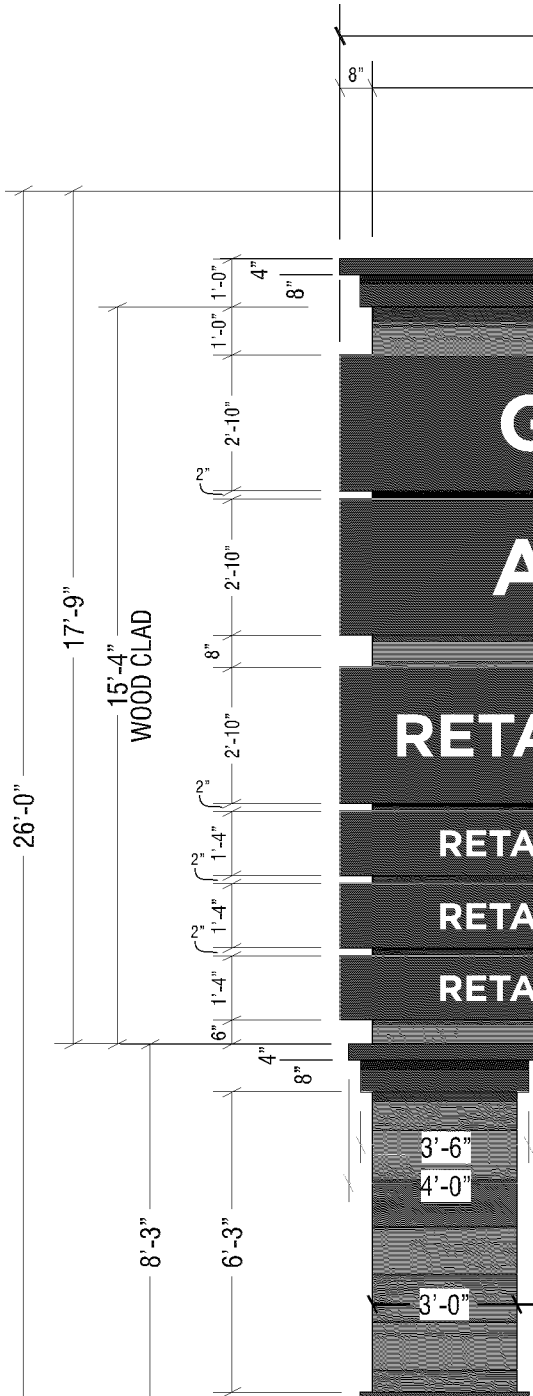
~~BLACK~~ IS M SINGLE STAGE (G2-SERIES) RED #48247

7328 WHITE ACRYLIC



ELEVATION

SCALE - 1/4" = 1'- 0"



SPECIFICATIONS

ALUMINUM FACES WITH ROUTED STENCIL-CUT GRAPHICS BACKED WITH ACRYLIC. FACES TO BE IN SAME POSITION ON BOTH SIDES OF EXISTING DOUBLE-FACED SIGN.

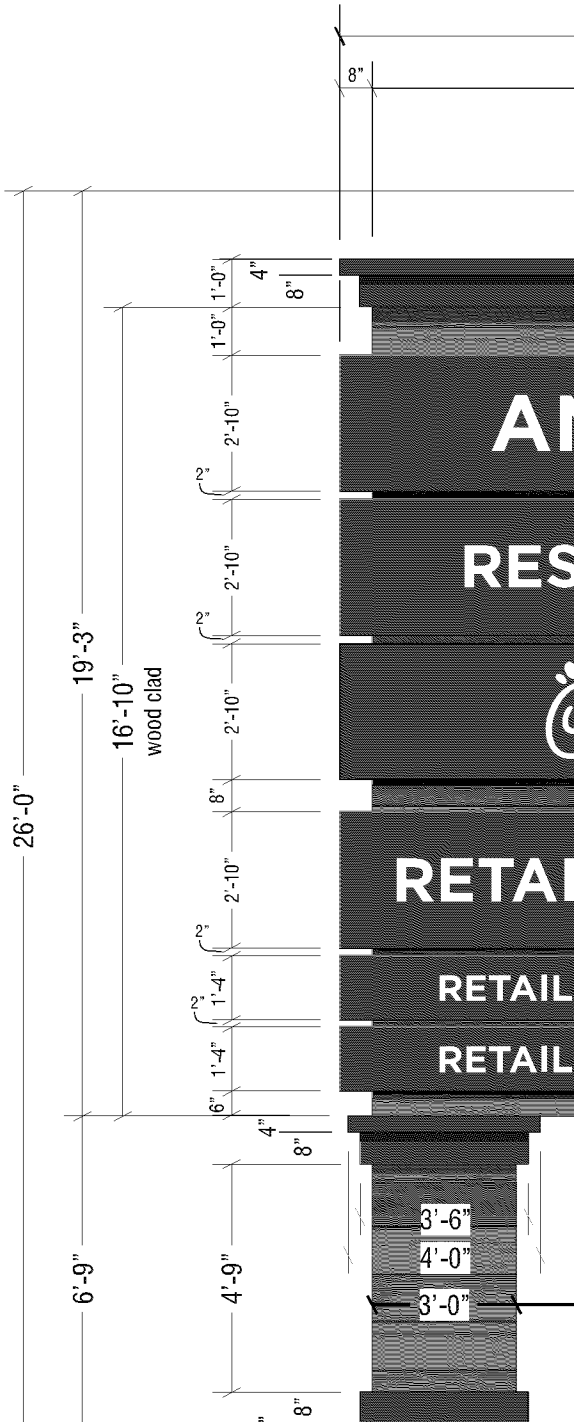
BLACK

7328 WHITE ACRYLIC



ELEVATION

SCALE - 1/4" = 1'- 0"



SPECIFICATIONS

CHICK-FIL-A SCRIPT LETTERS
LETTERS ARE LED-ILLUMINATED
CHANNEL LETTERS MOUNTED
ON ALUMINUM SURFACE OF BUILDING
WITH TRANSFORMERS REMOTELY
LOCATED BEHIND THE WALL IN
UL APPROVED TRANSFORMER BOXES.
FACES ARE 3/16" ACRYLIC
RETURNS ARE .063 ALUMINUM
BACKS ARE .080 ALUMINUM
ALL RETURNS ARE ARC-WELDED TO
LETTER BACKS

CHANNEL LETTER FACES
2793 RED ACRYLIC
TRIMCAP RETAINER-
1" RED JEWELITE TRIMCAP

ALUMINUM RETURNS
PAINTED TO MATCH
SHERWIN WILLIAMS
SW6108 LATTE



ELEVATION

SCALE - 1/2" = 1'- 0"

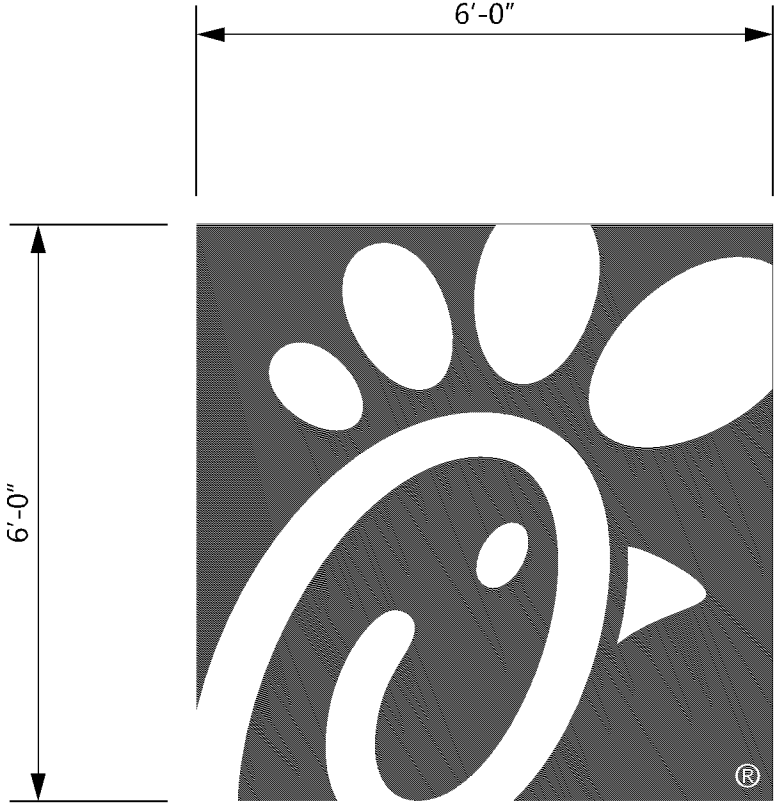
CHANNEL LETTERS (RED ILLUMINATION) WET LOCATION

SPECIFICATIONS

CABINET
ALUMINUM CABINET HAS EXTRUDED ALUMINUM
FACES
FLEX FACES DECORATED WITH TRANSLUCENT VINYL
FILM ON SURFACE OF ACRYLIC.
INTERNALLY ILLUMINATED WITH WHITE LED 6500K LIGHTS.
DISCONNECT SWITCH AS REQUIRED PER NEC.

FACES
3M #3630-53 CARDINAL
RED TRANSLUCENT VINYL
CABINET
GENESIS M SINGLE STAGE
(G2-SERIES) RED #48247

3M PANOGRAPHIC III FLEX FACE



ELEVATION
SCALE - 1/2" = 1'- 0"

36.00 SQUARE FEET

SPECIFICATIONS

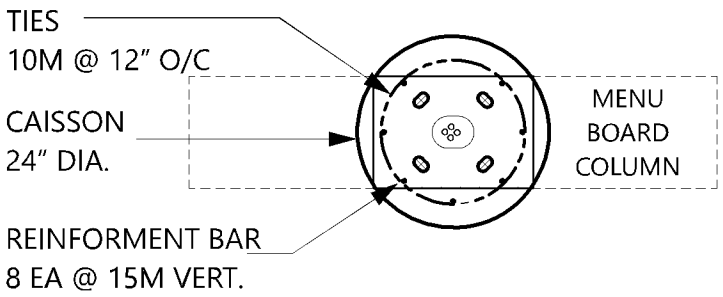
ALUMINUM CONSTRUCTION CABINETS
WITH DIGITAL DISPLAY BOARDS
WITH STATIC IMAGES

MENU BOARDS FURNISHED
BY COATES GROUP AND
INSTALLED BY HONOR BUILT
MENU BOARD COLUMN AND FRAMING
FURNISHED AND INSTALLED BY
PATTISON SIGN GROUP
ANCHOR CAGES AND FOOTINGS
FURNISHED AND INSTALLED BY
CLAYTON SIGNS

COLORS

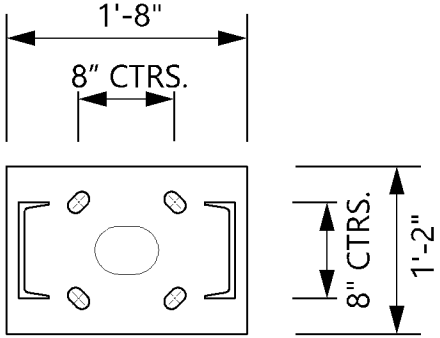
CHICK-FIL-A DARK BRONZE

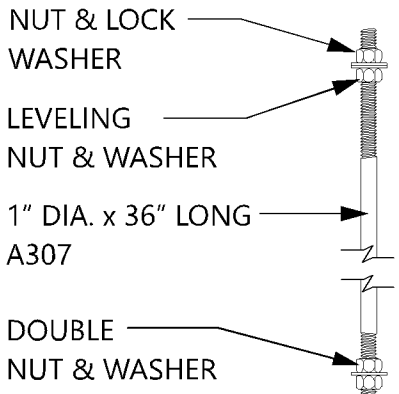
WHITE REFLECTIVE VINYL FILM

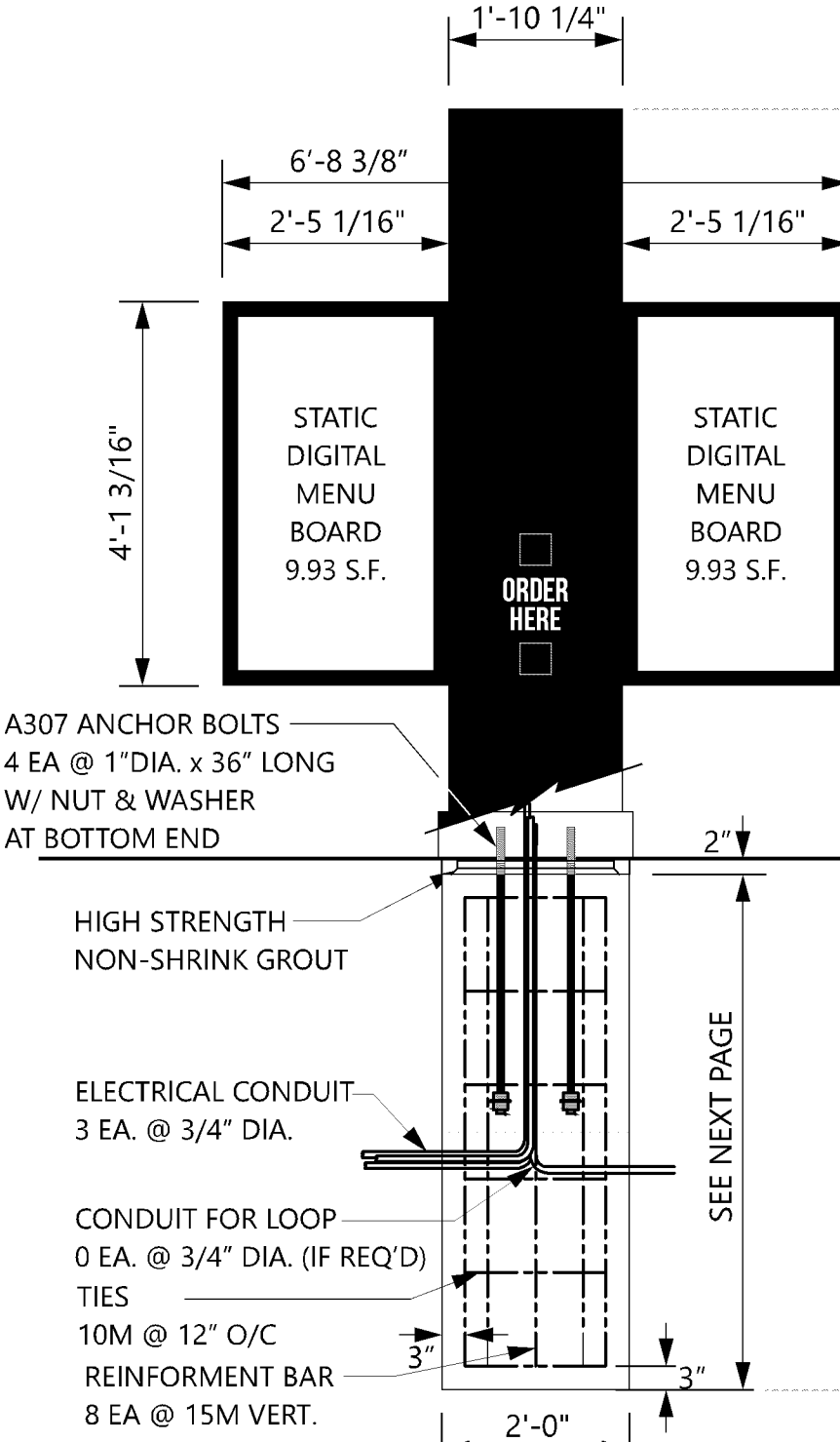


PLAN VIEW

SCALE - 1/2" = 1'- 0"



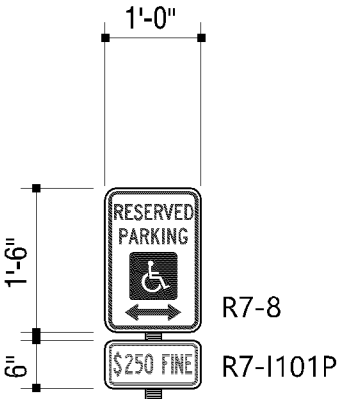


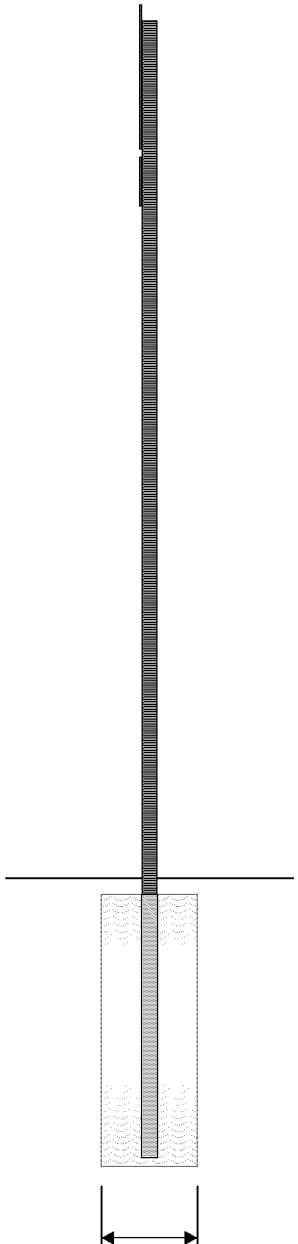


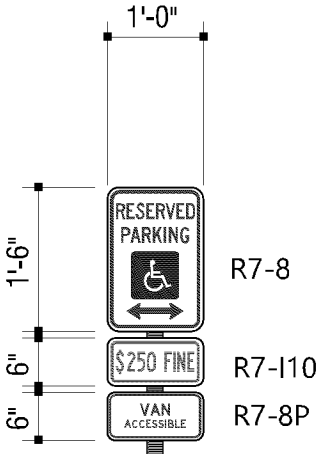
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WITH REFLECTIVE BACKGROUND
AND GRAPHICS.
SIGN POSTS
POSTS ARE 2" x 2" SQUARE
ALUMINUM TUBING CAPPED ON TOP

BACK OF SIGN PANEL AND POST
MATTHEWS #74155 DARK BRONZE







ILLINOIS STANDARD
R7-I101P



COLOR	LEGEND AND BORDER	GREEN	REFLECTORIZED
	BACKGROUND	WHITE	REFLECTORIZED

SIGN SIZE	DIMENSIONS				
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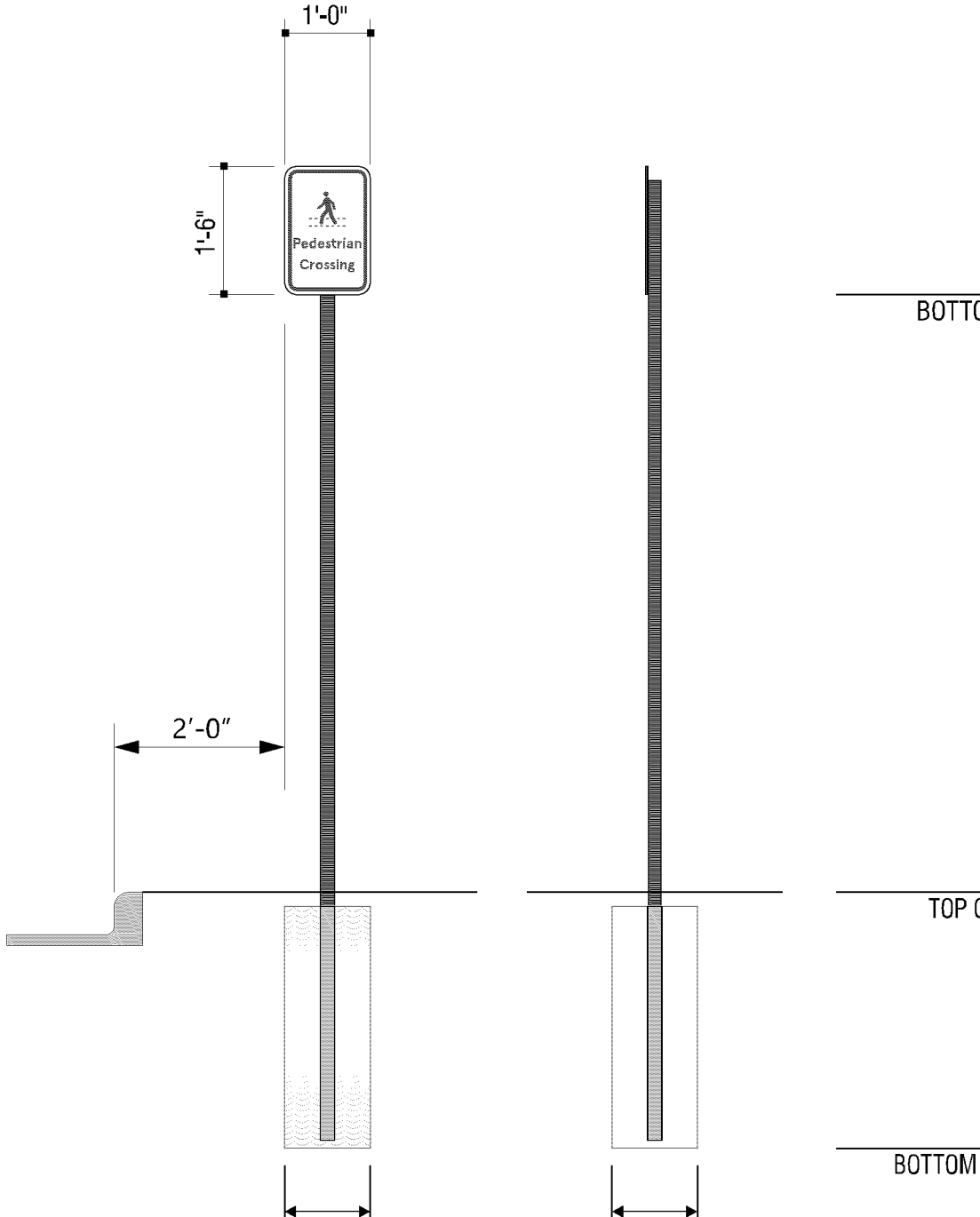
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SIGN POSTS
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ALUMINUM TUBING CAPPED ON TOP

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SIGN PANEL
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BACK OF SIGN PANEL AND POST
MATTHEWS #74155 DARK BRONZE

SOME COLORS MAY NOT BE USED ON
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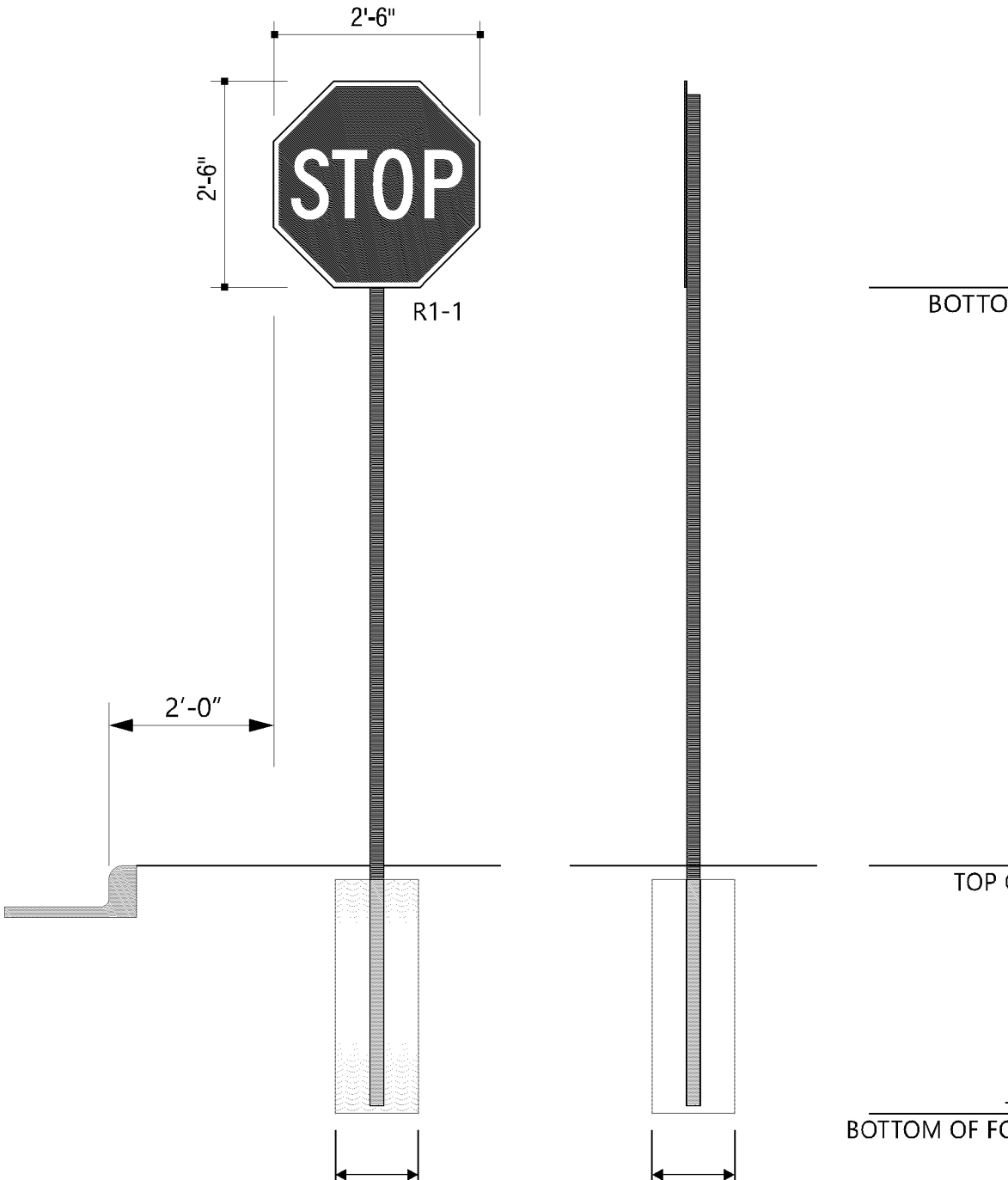
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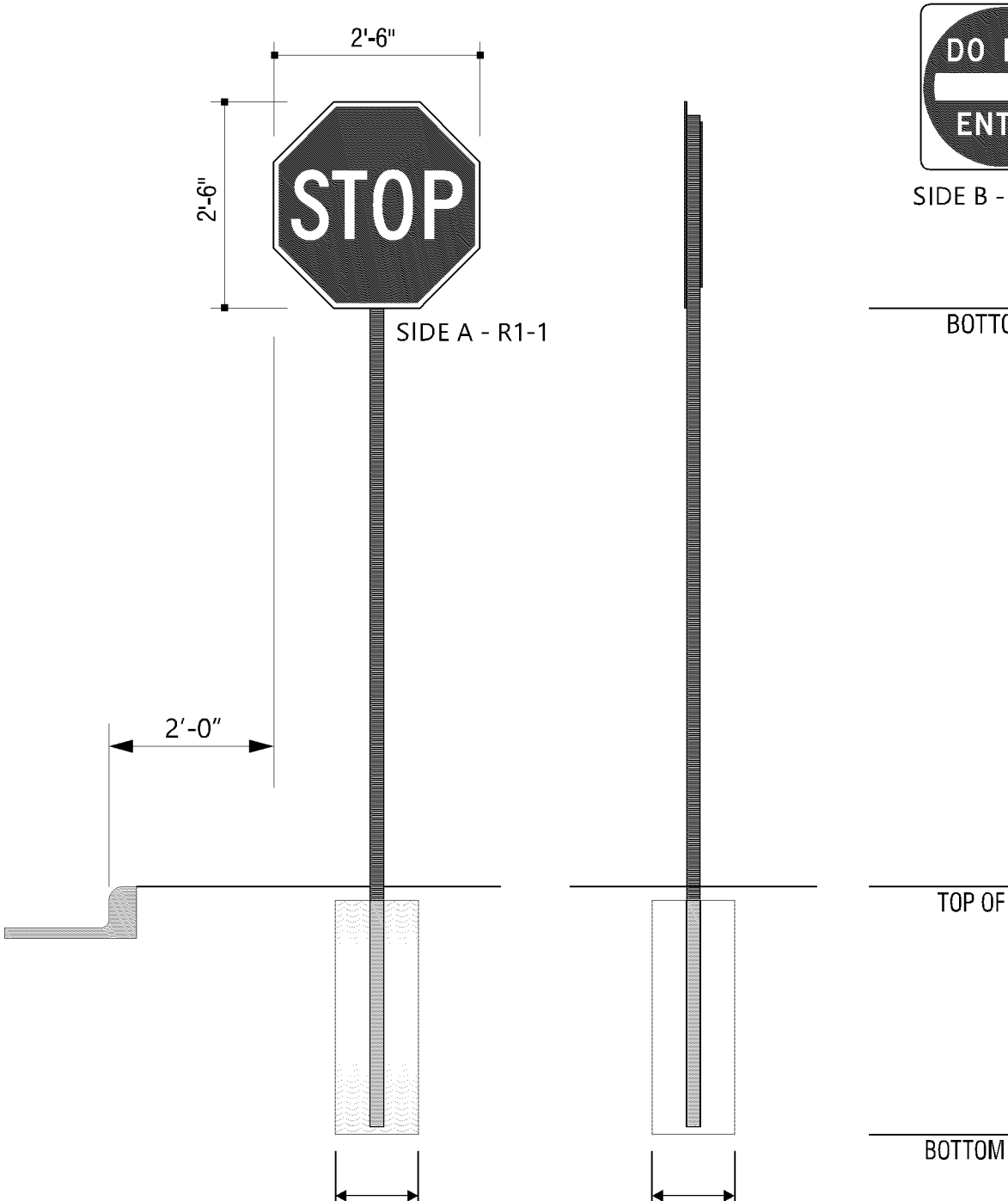
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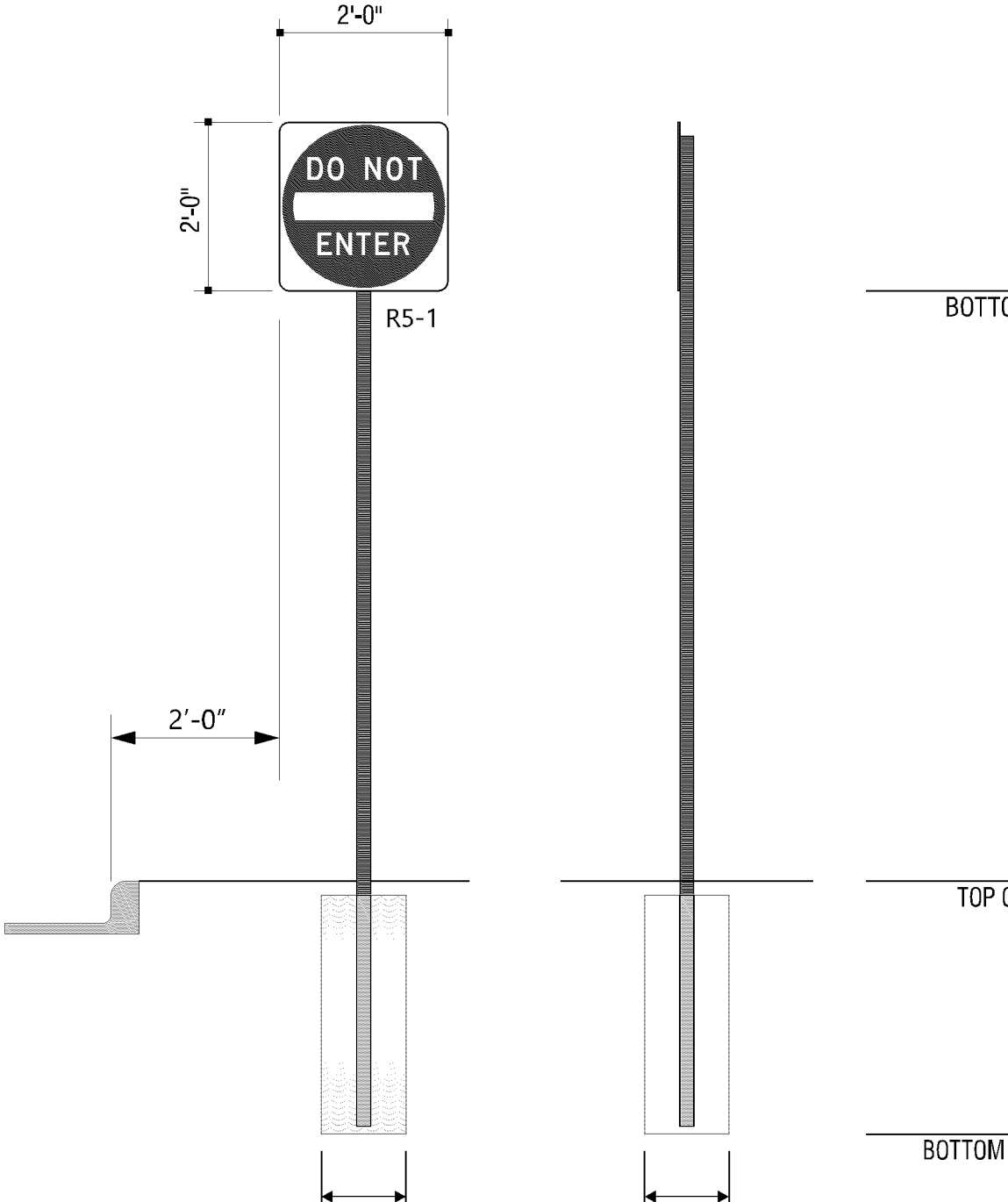
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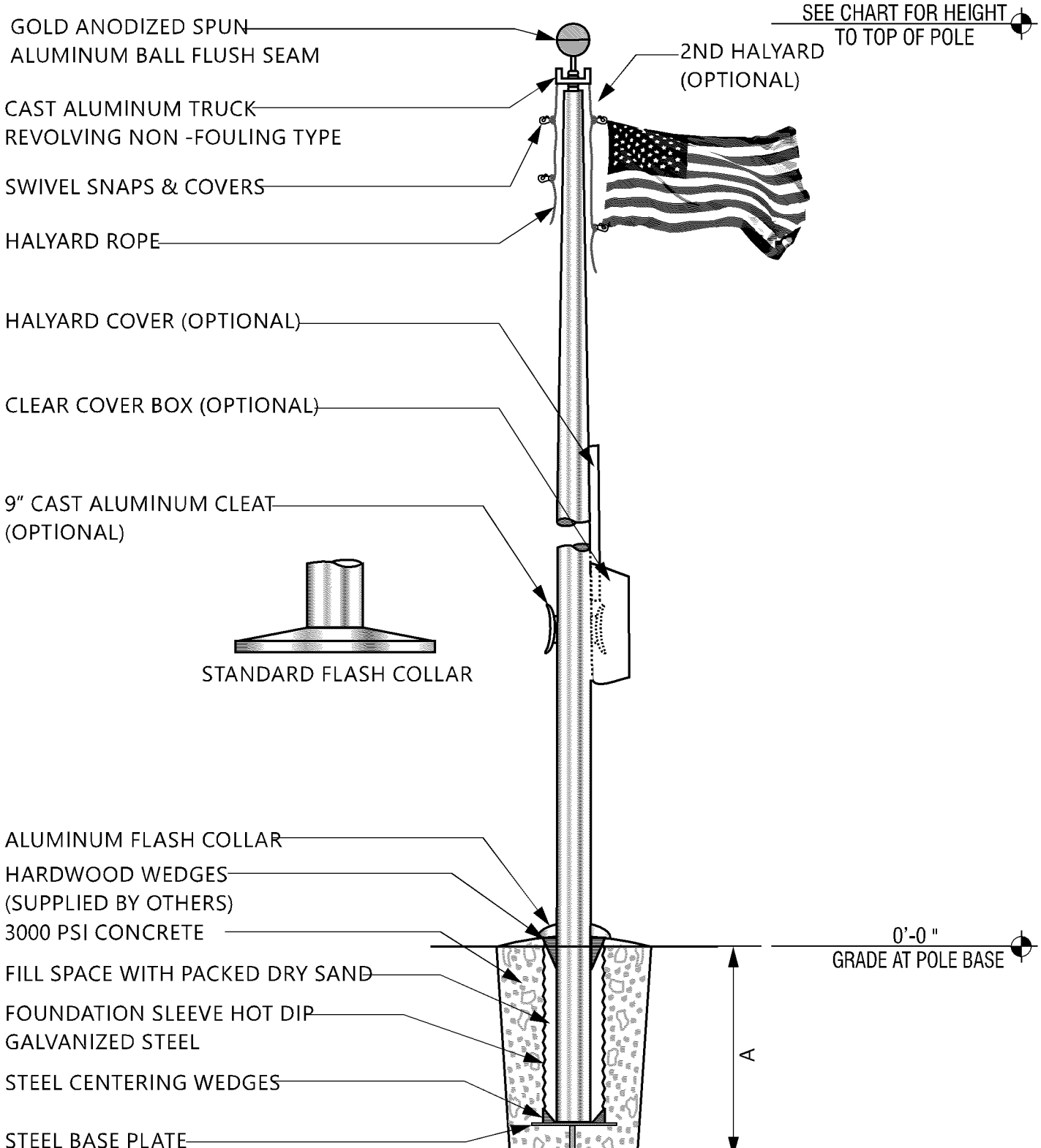
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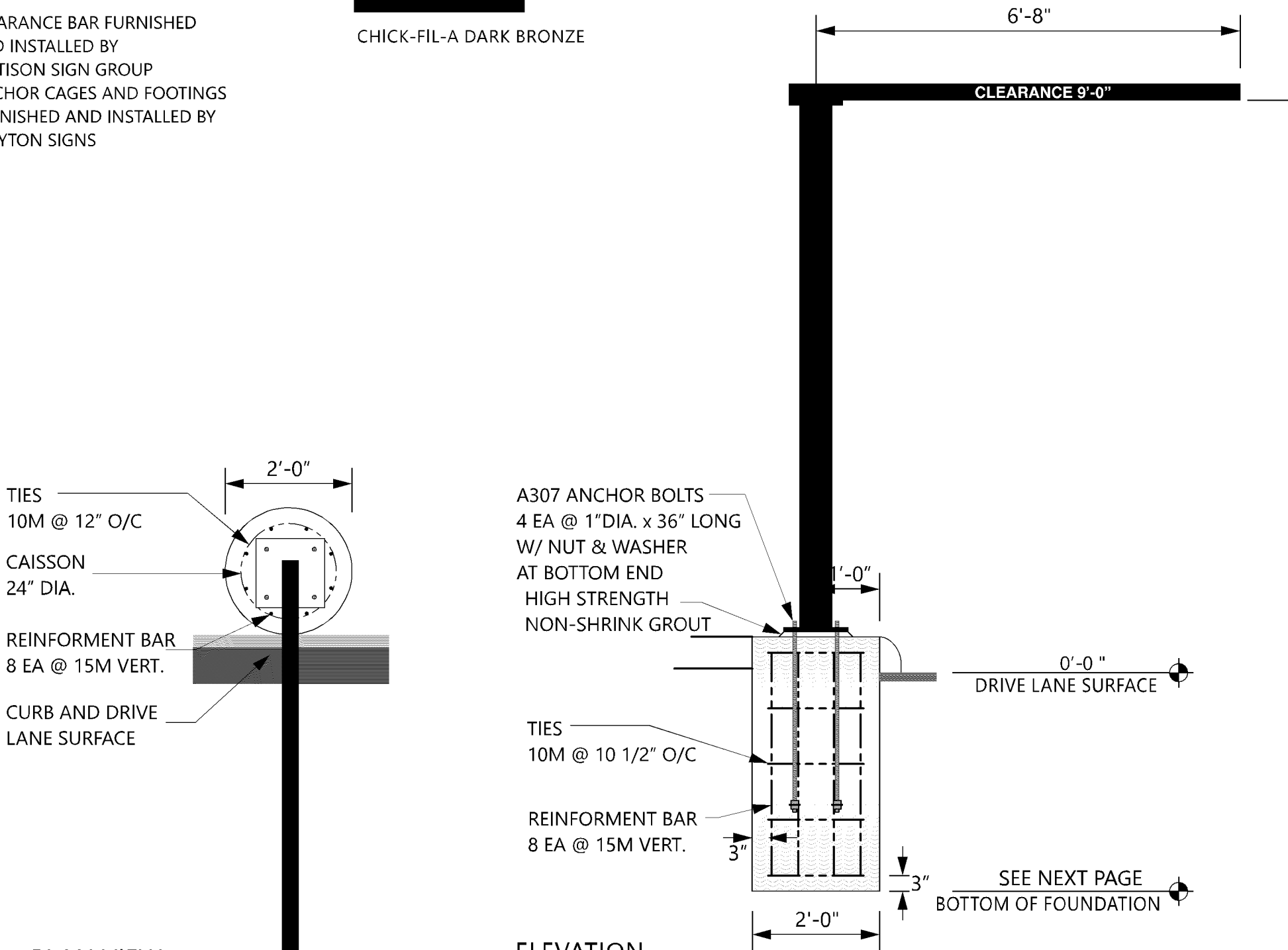
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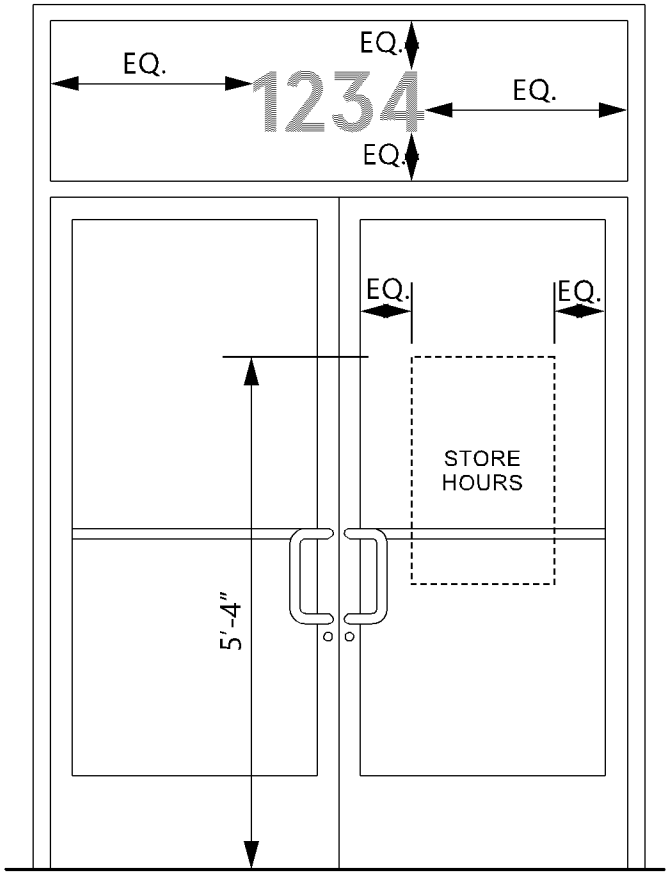
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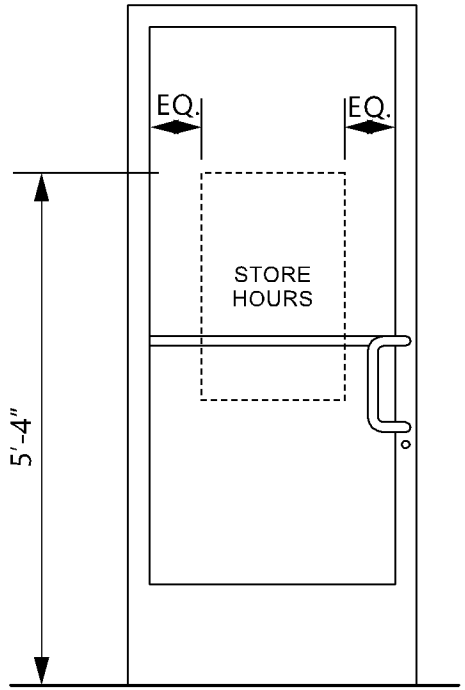


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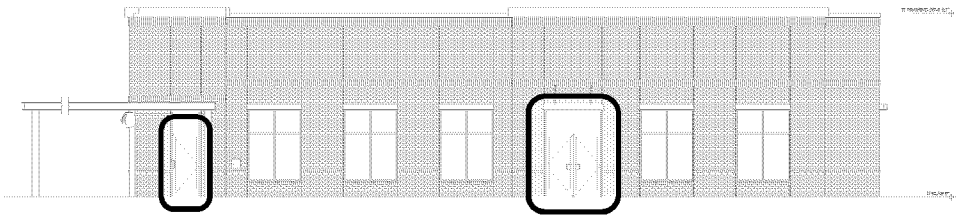
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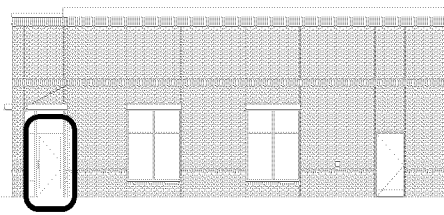


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Proposed Signage

The proposed signs are essential for our residential properties and provide future residents information about the upcoming apartments.

They help connect the community directly to us to provide timely updates and answer questions.

1 **Bandit Signs** place
shopping, park and

2 **Feather Flag Signs**
leasing office and a

3 **Sandwich Board S**
the leasing office a

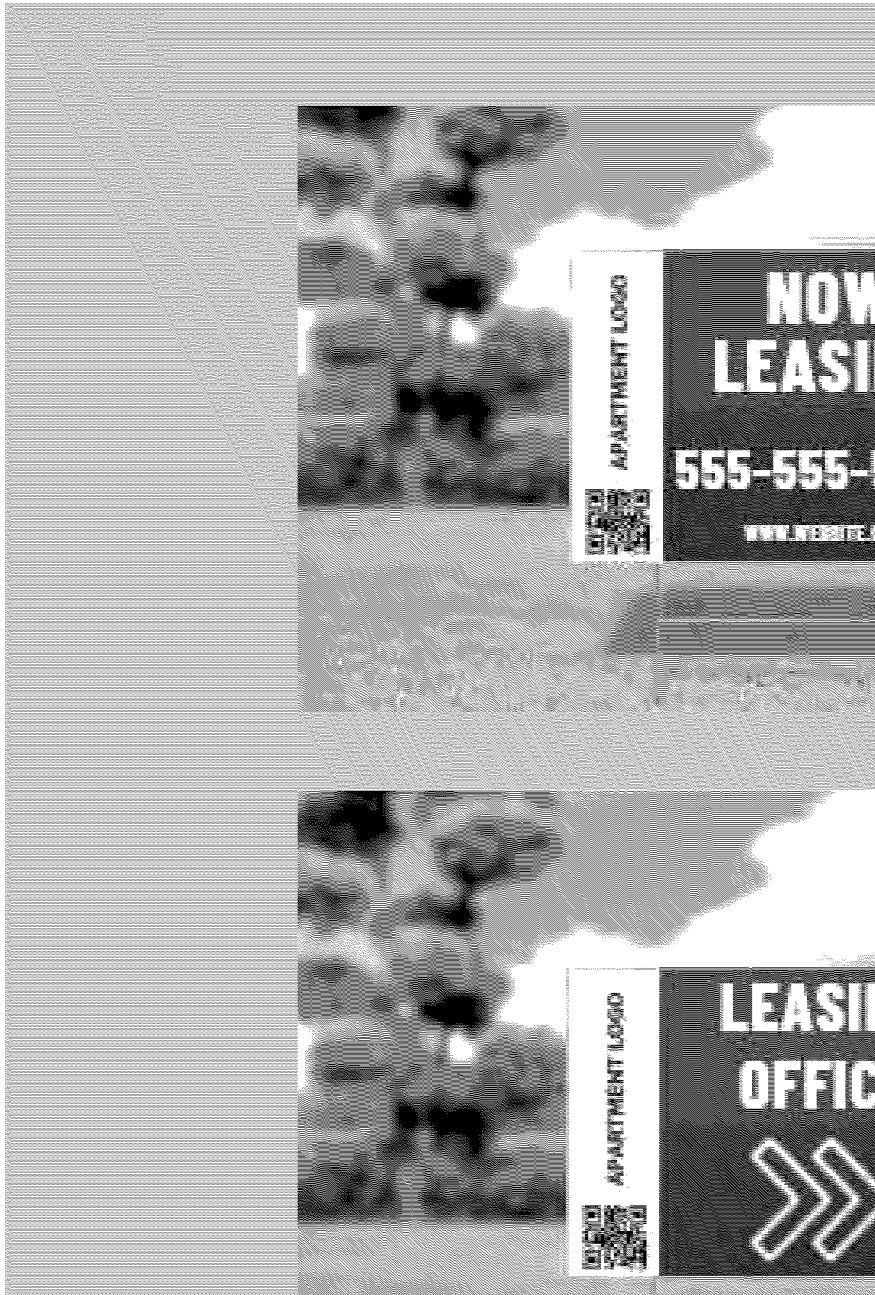
4 **Construction Fenc**
on fencing surroun

5 **Board Signs** locate

Bandit Signs

Approximately 24" x 36" on a wire frame.

Located throughout the shopping areas and along the adjacent streets of Old Checker, McHenry and Lake Cook.



Feather Flag Signs

Approximately 9" high.

Two to three flags placed near the leasing office and adjacent streets of Old Checker, McHenry and Lake Cook.



Sandwich Board Signs

Approximately 24" x 36" sign inserted into a moveable frame.

One, two-sided sandwich board placed near the leasing office and additional board placed on the adjacent streets of Old Checker, McHenry and Lake Cook.



Construction Fencing Signs

Approximately 4' x 8'.

Three to four mesh banners placed on construction fencing.



Board Signs

Approximately 10' x 12' sign.

Two, double-sided signs placed near leasing office and adjacent streets of Old Checker, McHenry and Lake Cook.



PARKING & TRAFFIC ST

Traffic Impact Study
Buffalo Grove Town Center Redevelopment
Buffalo Grove, Illinois



Prepared For:

IMKD 5, LLC & Urban Street Group, LLC-ACQ

KLOA

Kenig, Lindgren, O'Hara, Aboona, Inc.

February 16, 2022

Attachment: Exhibit B Plan Set (O-2022-63 : Ordinance Approving an Amendment to the Town Center PUD for the Clove)

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Attachment: Exhibit B Plan Set (O-2022-63 : Ordinance Approving an Amendment to the Town Center PUD for the Clove)

1. Introduction

This report summarizes the methodologies, results, and findings of a traffic impact study conducted by Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA, Inc.) for the proposed redevelopment of the Buffalo Grove Town Center located in the northwest quadrant of the intersection of Lake Cook Road with McHenry Road (IL Route 83) in Buffalo Grove, Illinois.

As proposed, a portion of the Town Center will be redeveloped to provide approximately 42,215 square-feet of new commercial space, a 297-unit apartment building with ground floor retail space, and an approximately 43,000 square-foot grocery store. As part of the proposed redevelopment, the existing Bowlero Buffalo Grove, the approximately 34,000 square-foot commercial building located on the north side of Old Checker Road, the Boston Market, and Burger King restaurants will be maintained.

Access to the Town Center will continue to be provided via the signalized access off McHenry Road aligned opposite The Grove shopping center access drive, the signalized intersection of McHenry Road with Townplace Parkway/Pauline Avenue, the two-way stop sign controlled intersection of McHenry Road with Old Checker Road, the signalized intersection of Buffalo Grove Road with Old Checker Road, and the right-in/right-out access drive off Lake Cook Road.

The purpose of this study was to examine background traffic conditions, assess the impact that the proposed development will have on traffic conditions in the area, and determine if any roadway or access improvements are necessary to accommodate the traffic generated by the proposed development.

Figure 1 shows the location of the site in relation to the area roadway system. **Figure 2** shows an aerial view of the site.

The sections of this report present the following:

- Existing roadway conditions
- A description of the proposed development
- Directional distribution of the development traffic
- Vehicle trip generation for the development
- Future traffic conditions including access to the development
- Traffic analyses for the weekday morning, evening, and Saturday midday peak hours
- Recommendations with respect to adequacy of the site access and adjacent roadway system
- Evaluation of the adequacy of the proposed parking supply

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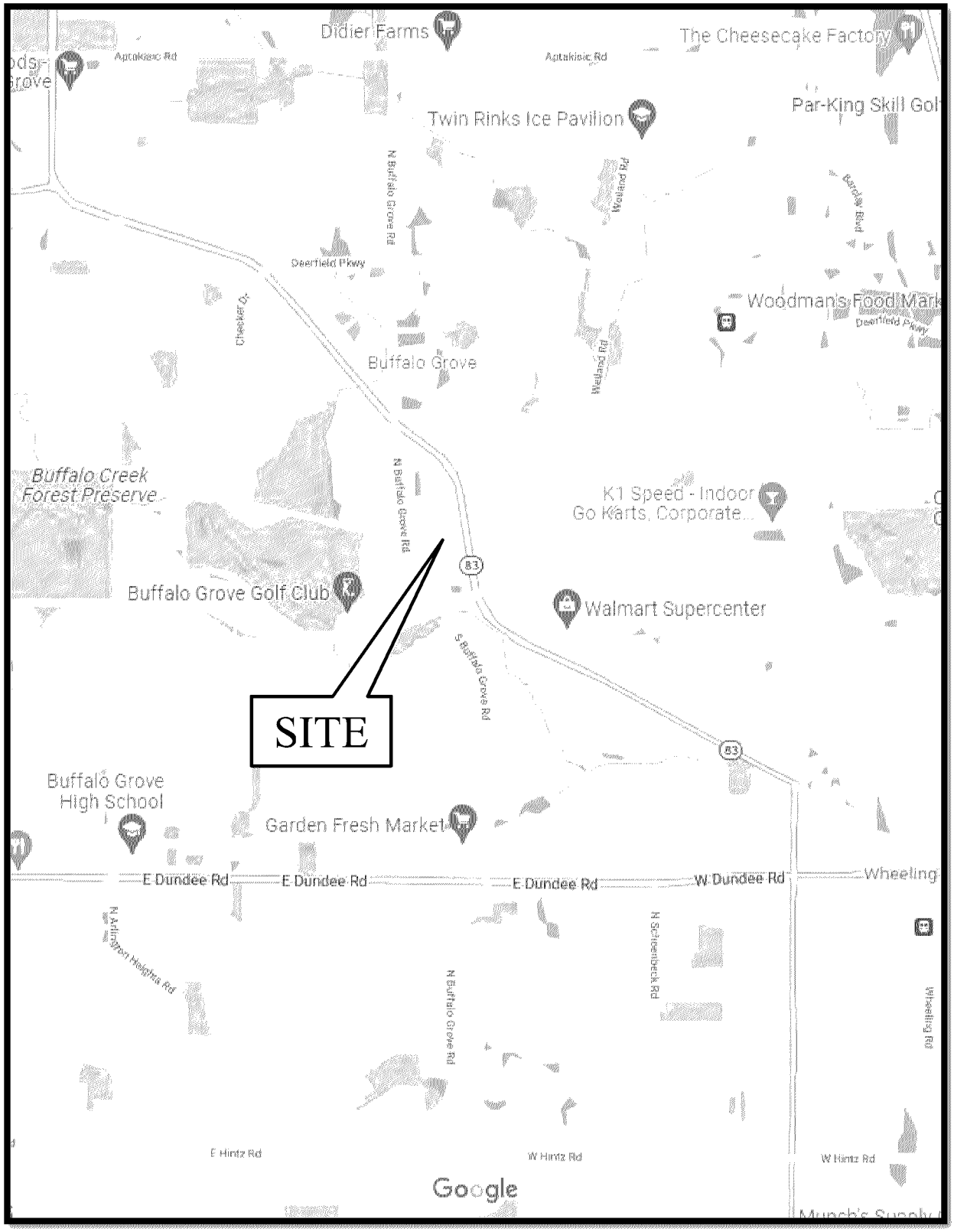
Traffic capacity analyses were conducted for the weekday morning, weekday evening, and Saturday midday peak hours for the following conditions:

1. Existing Conditions – Analyze the capacity of the existing roadway system using existing peak hour traffic volumes in the surrounding area.

2. No-Build Condition – Analyze the capacity of the future roadway system using the no-build traffic volumes that include the existing traffic volumes, ambient growth factor, and traffic estimated to be generated by other area developments.

3. Projected Conditions – Analyze the capacity of the future roadway system using the projected traffic volumes that include the existing traffic volumes, ambient traffic growth, and the traffic estimated to be generated by the full buildout of the proposed development.

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Site Location **Figure 1**

Attachment: Exhibit B Plan Set (O-2022-63 : Ordinance Approving an Amendment to the Town Center PUD for the Clove)



Aerial View of Site Location **Figure 2**

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2. Existing Conditions

Existing traffic and roadway conditions were documented based on field visits and traffic counts conducted by KLOA, Inc. The following provides a detailed description of the physical characteristics of the roadways including geometry and traffic control, adjacent land uses and peak hour traffic flows along area roadways.

Site Location

The site, which is located on the west side of McHenry Road and is bounded by Lake Cook Road on the south and Townplace Parkway on the north, currently contains the Buffalo Grove Town Center commercial development. The Town Center currently provides two strip commercial buildings, a bowling alley (Bowlero Buffalo Grove), and two restaurant outlot buildings. Land uses in the vicinity of the site provide a mixture of commercial and residential in all directions, including The Grove shopping center to the east.

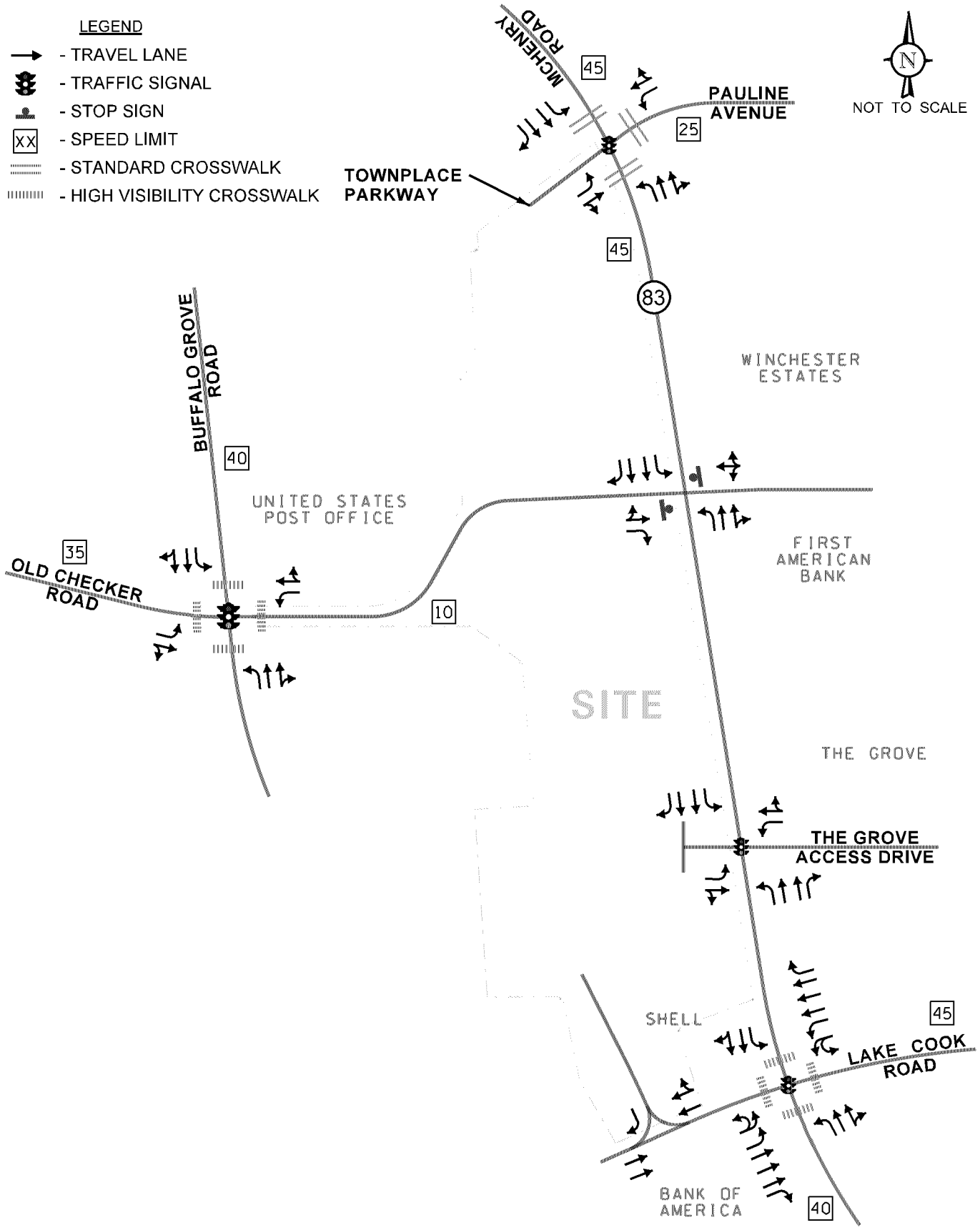
Existing Roadway System Characteristics

The characteristics of the existing roadways that surround the proposed development are illustrated in **Figure 3** and described below.

Lake Cook Road is an east-west arterial roadway that is under the jurisdiction of the Cook County Department of Transportation and Highways. Lake Cook Road is currently under construction (as discussed later) to provide three travel lanes in each direction within the vicinity of the site. Upon completion of the construction. Lake Cook Road at its signalized intersection with McHenry Road will provide dual left-turn lanes, three through lanes, and an exclusive right-turn lane on the eastbound and westbound approaches. Furthermore, all four legs of the intersection will provide high visibility crosswalks. Lake Cook Road is classified as a Strategic Regional Arterial, carries an AADT volume of 36,000 vehicles (IDOT AADT 2018) and has a posted speed limit of 45 miles per hour.

McHenry Road is generally a north-south arterial roadway that in the vicinity of the site provides two travel lanes in each direction. At its signalized intersection with Lake Cook Road, McHenry Road provides an exclusive left-turn lane, a through lane and a shared through/right-turn lane on the northbound and southbound approaches. Upon completion of the Lake Cook Road construction, this lane configuration will remain. At its signalized intersection with the Town Center/The Grove access drives, McHenry Road provide an exclusive left-turn lane, two through lanes, and an exclusive right-turn lane on the northbound and southbound approaches. At its signalized intersection with Townplace Parkway/Pauline Avenue, McHenry Road provides an exclusive left-turn lane, a through lane, and a shared through/right-turn lane on the northbound approach and an exclusive left-turn lane, two through lanes, and an exclusive right-turn lane on the southbound approach. At its unsignalized intersection with Old Checker Road/Bank Lane, McHenry Road provides an exclusive left-turn lane, a through lane and a shared through/right-turn lane on the northbound approach and an exclusive left-turn lane, two through lanes, and an exclusive right-turn lane on the southbound approach.

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Town Center Redevelopment Buffalo Grove, Illinois

Existing Roadway Characteristics

KLOA Kenig,Lindgren,O'Hara,Aboona,Inc.

Job No: 22-005 Figure: 3

Attachment: Exhibit B Plan Set (O-2022-63 : Ordinance Approving an Amendment to the Town Center PUD for the Clove)

McHenry Road is under the jurisdiction of the Illinois Department of Transportation (IDOT), carries an annual average daily traffic (AADT) volume of 17,200 vehicles (IDOT AADT 2019), and has a posted speed limit of 45 miles per hour north of Lake Cook Road and a posted speed limit of 40 miles per hour south of Lake Cook Road.

Buffalo Grove Road is a north-south arterial roadway that in the vicinity of the site provides two travel lanes in each direction. At its signalized intersection with Old Checker Road, Buffalo Grove Road provides an exclusive left-turn lane, a through lane, and a shared through/right-turn lane on the northbound and southbound approaches. Both legs provide high visibility crosswalks. North of Lake Cook Road, Buffalo Grove Road is under the jurisdiction of the Lake County Department of Transportation (LCDOT), carries an AADT volume of 12,600 vehicles (IDOT AADT 2019) and has a posted speed limit of 40 miles per hour.

Old Checker Road is an east-west roadway that is classified as a collector road west of Buffalo Grove Road. At its signalized intersection of Old Checker Road with Buffalo Grove Road, Old Checker Road provides an exclusive left-turn lane and a shared through/right-turn lane on the eastbound and westbound approaches. Both legs provide high visibility crosswalks. At its unsignalized intersection with McHenry Road, Old Checker Road provides two eastbound lanes that are under stop-sign control and were historically striped to provide an exclusive left-turn lane and a shared through/right-turn lane. The east leg of this intersection is designated as Bank Lane which provides a shared left/through/right-turn lane that is under stop-sign control. West of Buffalo Grove Road, Old Checker Road is under local jurisdiction, carries an AADT volume of 3,000 vehicles, and has a posted speed limit of 35 miles per hour. Between Buffalo Grove Road and McHenry Road, Old Checker Road is under private ownership and has a posted speed limit of 10 miles per hour.

Townplace Parkway is generally an east-west local private roadway that extends from Buffalo Grove Road with McHenry Road. At its signalized intersection with McHenry Road, Townplace Parkway provides an exclusive left-turn lane and a shared through/right-turn lane.

Pauline Avenue is an east-west local roadway that extends from McHenry Road east to its terminus at Carman Avenue (east of Weiland Road). At its signalized intersection with McHenry Road, Pauline Avenue provides an exclusive left-turn lane and a shared through/right-turn lane. Pauline Avenue is under local jurisdiction and has a posted speed limit of 25 miles per hour.

Traffic Signal Interconnect

The intersections along McHenry Road are part of an eleven-signal traffic signal interconnect system that extends from Arlington Heights Road on the west to Lexington Drive on the east. Which includes the intersection of McHenry Road with Highpoint Road/Buffalo Grove shopping center, Pauline Avenue, and Buffalo Grove Drive.

Attachment: Exhibit B Plan Set (O-2022-63 : Ordinance Approving an Amendment to the Town Center PUD for the Clove)

Lake Cook Road Corridor Construction

It should be noted that the Cook County Department of Transportation and Highways, in partnership with IDOT, Lake County and the villages of Buffalo Grove and Wheeling are currently conducting a major roadway improvement project along Lake Cook Road between Raupp Boulevard and Hastings Lane. This project also includes the roadway segments for Buffalo Grove Road from north of Lake Cook Road to south of St. Mary's Parkway, McHenry Road from north of the signalized access drive serving the Town Center to south of Weiland Road, and Weiland Road from north of Woodstone Drive to its proposed extension to Buffalo Grove Road. As part of this project, Lake Cook Road is being widened to provide three through lanes in each direction within the study area.

Existing Traffic Volumes

In order to determine current traffic conditions in the vicinity of the site, KLOA, Inc. conducted peak period vehicle, pedestrian, and bicycle movement traffic counts utilizing Miovision Scout Video Collection Units on Tuesday, December 21, 2021 during the morning (7:00 to 9:00 A.M.) and evening (4:00 to 6:00 P.M.) peak periods and on Saturday, December 18, 2021 during the midday (11:00 A.M. to 2:00 P.M.) peak period at the following intersections:

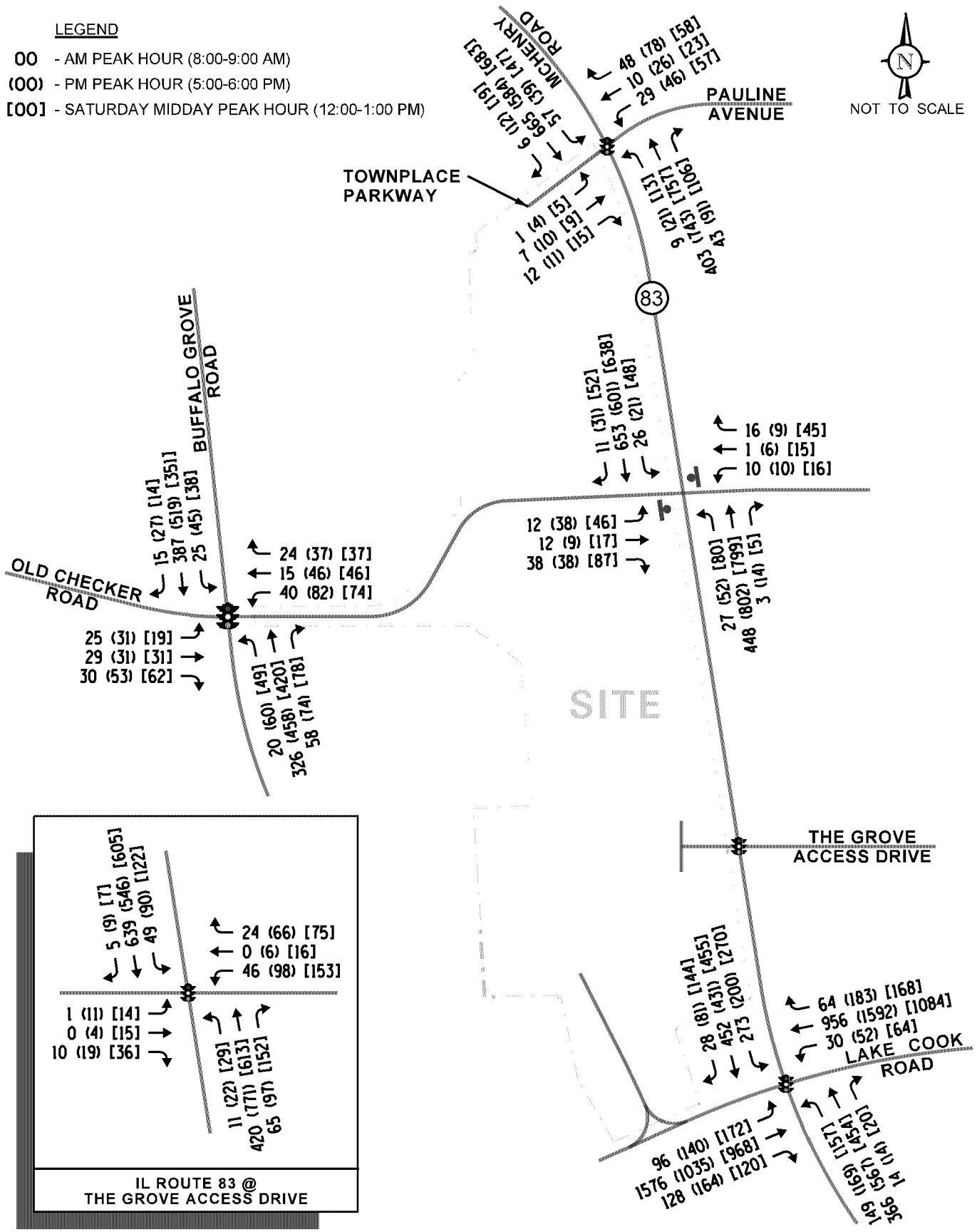
- McHenry Road with Lake Cook Road
- McHenry Road with Town Center/The Grove Signalized Access Drive
- McHenry Road with Old Checker Road
- McHenry Road with Townplace Parkway/Pauline Avenue
- Buffalo Grove Road with Old Checker Road

The results of the traffic counts showed that the weekday morning peak hour of traffic occurs from 8:00 A.M. to 9:00 A.M., the weekday evening peak hour of traffic occurs from 4:30 P.M. to 5:30 P.M. and the Saturday midday peak hour occurs from 11:45 A.M. to 12:45 P.M.

However, due to the COVID-19 pandemic and construction currently being conducted at the intersection of Lake Cook Road with McHenry Road, it is anticipated that traffic volumes within the study area are not representative of normal traffic conditions. As such, the traffic volumes within the study area were compared to historical weekday traffic data available from 2018 on the IDOT Traffic Count Database System (TCDS) website. A result of the comparison indicated the through traffic volumes along Lake Cook Road were approximately 100 percent less during the weekday morning peak hour and 35 percent less during the weekday evening peak hour and the through traffic volumes along McHenry Road and Buffalo Grove Road were approximately 75 percent less during the weekday morning peak hour and 40 percent less during the weekday evening peak hour. As such, the weekday morning and weekday evening peak hour traffic volumes were adjusted accordingly to reflect normal traffic conditions. It should be noted that to adjust the Saturday midday traffic volumes, the weekday evening adjustment was applied to the area traffic volumes.

Figure 4 illustrates the Year 2021 base traffic volumes. Copies of the traffic count summary sheets are included in the Appendix.

Attachment: Exhibit B Plan Set (O-2022-63 : Ordinance Approving an Amendment to the Town Center PUD for the Clove)



Attachment: Exhibit B Plan Set (O-2022-63 : Ordinance Approving an Amendment to the Town Center PUD for the Clove)

Town Center Redevelopment Buffalo Grove, Illinois

Year 2021 Base Traffic Volumes

KLOA Kenig,Lindgren,O'Hara,Aboona,Inc.

Job No: 22-005 Figure: 4

Crash Data Analysis

KLOA, Inc. obtained crash data[1] for the most recent available five years (2016 to 2021) for the five study area intersections. The crash data for the intersections is summarized in **Tables 1** through **5, respectively.** A review of the crash data indicated that no fatalities were reported at either intersection.

Table 1
MCHENRY ROAD WITH LAKE COOK ROAD – CRASH SUMMARY

	Type of Crash Frequency							
Year	**Angle**	**Head On**	**Object**	**Rear End**	**Sideswipe**	**Turning**	**Other**	**Total**
2016	0	0	0	11	0	7	0	18
2017	0	0	0	9	1	8	0	18
2018	4	0	0	8	0	11	0	23
2019	4	0	0	8	2	8	0	22
2020	1	0	0	7	1	8	0	17
Total	**9**	**0**	**0**	**43**	**4**	**42**	**0**	**98**
Average	**1.8**	**0**	**0**	**8.6**	**< 1**	**8.4**	**0**	**19.6**

Table 2
MCHENRY ROAD WITH SIGNALIZED ACCESS DRIVES – CRASH SUMMARY

	Type of Crash Frequency							
Year	**Angle**	**Head On**	**Object**	**Rear End**	**Sideswipe**	**Turning**	**Other**	**Total**
2016	1	0	0	0	0	2	0	3
2017	0	0	0	0	0	0	0	0
2018	0	0	0	2	1	1	0	4
2019	0	0	0	1	0	2	0	3
2020	0	0	0	1	0	2	1	4
Total	**1**	**0**	**0**	**4**	**1**	**7**	**1**	**14**
Average	**< 1**	**0**	**0**	**< 1**	**0**	**1.4**	**< 1**	**2.8**

[1] IDOT DISCLAIMER: The motor vehicle crash data referenced herein was provided by the Illinois Department of Transportation. Any conclusions drawn from analysis of the aforementioned data are the sole responsibility of the data recipient(s). Additionally, for coding years 2015 to present, the Bureau of Data Collection uses the exact latitude/longitude supplied by the investigating law enforcement agency to locate crashes. Therefore, location data may vary in previous years since data prior to 2015 was physically located by bureau personnel.

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Table 3
MCHENRY ROAD WITH OLD CHECKER ROAD – CRASH SUMMARY

	Type of Crash Frequency							
Year	Angle	Head On	Object	Rear End	Sideswipe	Turning	Other	Total
2016	2	0	0	0	0	2	0	4
2017	1	0	0	0	0	0	0	1
2018	2	0	0	0	0	0	0	2
2019	1	0	1	0	0	1	0	3
2020	1	0	0	0	0	0	0	1
Total	**7**	**0**	**1**	**0**	**0**	**3**	**0**	**11**
Average	**1.4**	**0**	**< 1**	**0**	**0**	**< 1**	**0**	**2.2**

Table 4
MCENRY ROAD WITH TOWNPLACE PKWY/PAULINE AVENUE – CRASH SUMMARY

	Type of Crash Frequency							
Year	Angle	Head On	Object	Rear End	Sideswipe	Turning	Other	Total
2016	0	0	0	0	0	2	0	2
2017	2	0	1	0	0	2	1	6
2018	2	0	0	0	0	1	0	3
2019	0	0	0	1	0	2	0	3
2020	0	0	0	0	0	2	0	2
Total	**4**	**0**	**1**	**1**	**0**	**9**	**1**	**16**
Average	**< 1**	**0**	**< 1**	**< 1**	**0**	**1.8**	**< 1**	**3.2**

Table 5
BUFFALO GROVE ROAD WITH OLD CHECKER ROAD – CRASH SUMMARY

	Type of Crash Frequency							
Year	Angle	Head On	Object	Rear End	Sideswipe	Turning	Other	Total
2016	3	0	0	0	0	0	0	3
2017	2	0	0	0	0	2	0	4
2018	0	0	0	0	0	0	0	0
2019	1	0	0	1	0	1	0	3
2020	1	0	0	1	0	2	0	4
Total	**7**	**0**	**0**	**2**	**0**	**5**	**0**	**14**
Average	**1.4**	**0**	**0**	**< 1**	**0**	**1**	**0**	**2.8**

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3. Traffic Characteristics of the Proposed Development

To evaluate the impact of the subject development on the area roadway system, it was necessary to quantify the number of vehicle trips the site will generate during the respective three peak hours and then determine the directions from which the proposed traffic will approach and depart the site.

Proposed Site and Development Plan

As proposed, the site will be redeveloped with a mixed-used development consisting of nine buildings consisting of the following:

- Building 1 is the existing approximately 54,000 square-foot building that currently contains Bowlero Buffalo Grove.
- Building 2 is the existing approximately 34,000 square-foot commercial building located on the north side of Old Checker Road along the west side of the site. This building contains approximately 22,600 square-feet of ground floor commercial spaces and approximately 11,400 square-feet of second story office/service space.
- Building 3 is a proposed approximately 7,000 square-foot multi-tenant commercial building located on the north side of Old Checker Road fronting McHenry Road.
- Building 4 is a proposed approximately 10,377 square-foot multi-tenant commercial building located on the south side of Old Checker Road fronting McHenry Road.
- Building 5 is a proposed seven-story mixed-use building containing 297 residential units on floors one through seven, approximately 14,300 square-feet of ground floor retail, and an approximately 4,900 square-foot restaurant located on the ground floor. On the north side of the proposed mixed-use building, a four-story parking garage will be provided containing approximately 546 parking spaces.
- Building 6 is the existing approximately 3,000 square-foot Boston Market restaurant.
- Building 7 is a proposed approximately 3,000 square-foot fast food restaurant with drive-through.
- Building 8 is a proposed approximately 43,000 square-foot grocery store located in the southwest corner of the site.
- Building 9 is an existing approximately 3,000 square-foot Burger King restaurant that is located in the southeast corner of the site.

Overall, the development will provide a total of approximately 1,395 parking spaces consisting of 558 parking garage spaces and 837 surface parking spaces.

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Access to the proposed development will continue to be provided via the existing access system serving the Town Center which consists of the following:

- A signalized full movement access drive off McHenry Road, located approximately 600 feet north of Lake Cook Road, aligned opposite the access drive serving The Grove shopping center. Upon completion of the reconstruction of the intersection of Lake Cook Road with McHenry Road, this access drive will continue to provide two outbound lanes providing an exclusive left-turn lane and a shared through/right-turn lane.

- A connection to Townplace Parkway which has a signalized intersection with McHenry Road, aligned opposite Pauline Avenue. As previously indicated, at its signalized intersection with McHenry Road, Townplace Parkway provides an exclusive left-turn lane and a shared through/right-turn lane.

- Multiple connections to Old Checker Road which has a full movement unsignalized intersection with McHenry Road and a signalized intersection with Buffalo Grove Road. As previously indicated, at its unsignalized intersection with McHenry Road, Old Checker Road provides two eastbound lanes that were historically striped to provide an exclusive left-turn lane and a shared through/right-turn lane. At its signalized intersection with Buffalo Grove Road, Old Checker Road provides two westbound lanes striped to provide an exclusive left-turn lane and a shared through/right-turn lane.

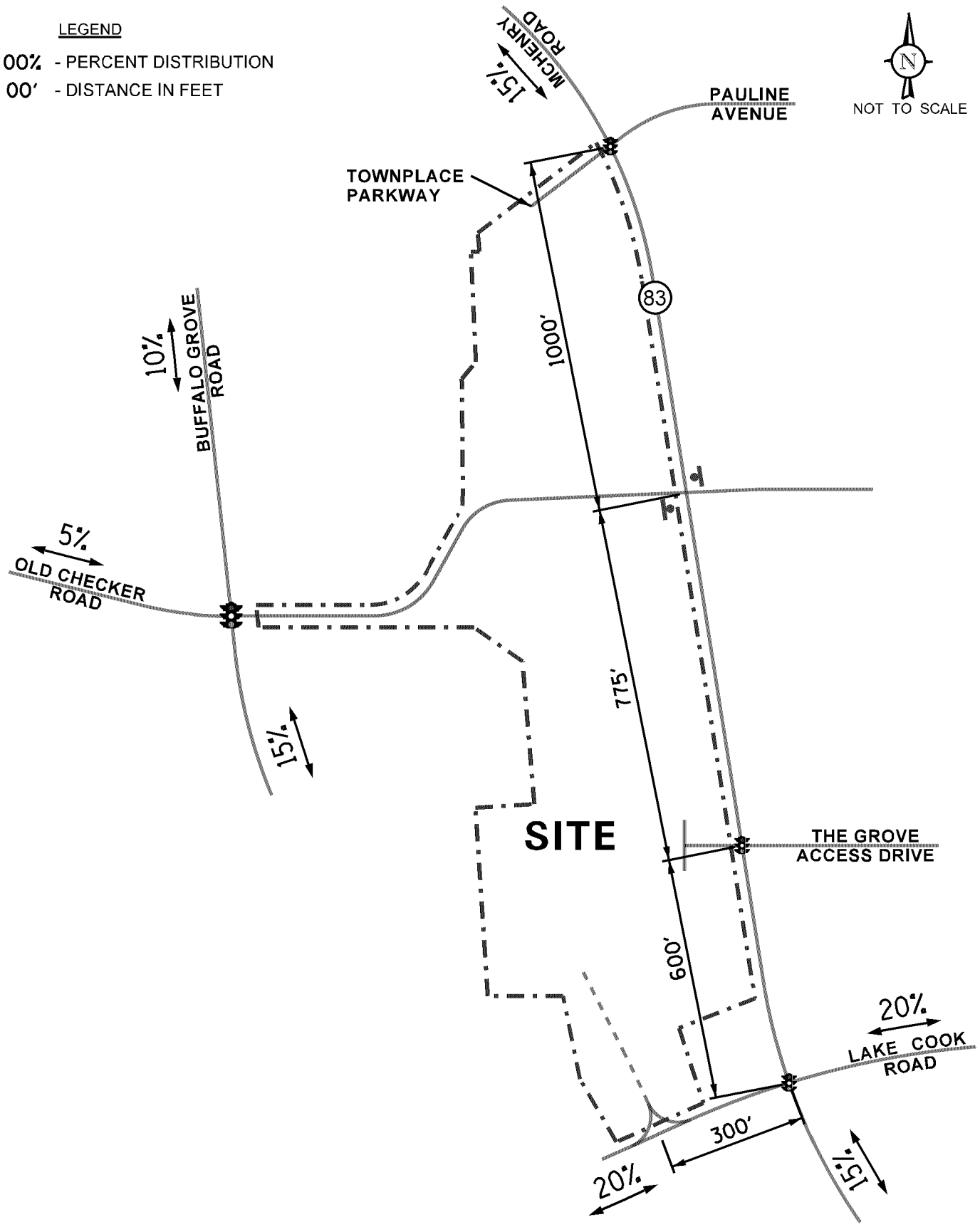
- A right-in/right-out access drive off Lake Cook Road, located approximately 300 feet west of McHenry Road. This access drive provides one inbound lane and one outbound lane with outbound movements under stop-sign control. Upon completion of the reconstruction of the intersection of Lake Cook Road with McHenry Road, turning movements at this access drive will be physically restricted to right-turns only via a raised triangular median on the access drive and via a barrier median along Lake Cook Road

It should be noted that exclusive left-turn lanes and exclusive right-turn lanes are provided at all three access drives on McHenry Road. At the signalized intersection of Buffalo Grove with Old Checker Road an exclusive southbound left-turn lane is provided.

Directional Distribution of Development Traffic

The directional distribution of how traffic will approach and depart the site was estimated based on the general travel patterns through the study area derived from the peak hour traffic volumes. **Figure 5** shows the established directional distribution for this development in addition to the distances, measured in feet, between the study area intersections.

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Town Center Redevelopment Buffalo Grove, Illinois	Estimated Directional Distribution	KLOA Kenig,Lindgren,O'Hara,Aboona,Inc. Job No: 22-005 Figure: 5

Development Traffic Generation

The estimate of vehicle traffic to be generated by the proposed redevelopment is based upon the proposed land use types and sizes. The vehicle trip generation for all of the proposed land uses was calculated using data published in the Institute of Transportation Engineers (ITE) *Trip Generation Manual*, 11th Edition. The volume of trips estimated to be generated by the existing land-uses within the town center was estimated based on the traffic counts conducted at the four main access drives serving the town center.

It is important to note that surveys conducted by ITE have shown that approximately 20 and 40 percent of trips made to retail uses and restaurant uses, respectively, are diverted from the existing traffic on the roadway system. This is particularly true during the weekday morning and evening peak hours when traffic is diverted from the home-to-work and work-to-home trips. Such diverted trips are referred to as pass-by traffic. However, in order to provide a conservative analysis, no pass-by reduction was applied to the trips estimated to be generated by the proposed land-uses.

Additionally, based on a Multi-Use Trip Generation calculation based on ITE procedures, approximately 30 percent of the trips generated by the proposed development will be internal trips given the mixed-use nature of the development. Approximately 20 percent of these trips will trips made to multiple commercial establishments (retail to retail) with approximately 10 percent of trips being made by residents of the proposed development to the various existing and proposed commercial developments (retail to residential). However, in order to provide a conservative analysis, a ten to fifteen percent interaction was applied to the estimated trip generation for the new land-uses to take into consideration customers that may patronize multiple uses within the proposed development.

Table 6 shows the estimated vehicle trip generation for the weekday morning, weekday evening, and Saturday midday peak hours.

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Table 6
ESTIMATED PEAK HOUR VEHICLE TRIP GENERATION

ITE Land Use Code	Type/Size	Weekday Morning Peak Hour In	Out	Total	Weekday Evening Peak Hour In	Out	Total	Saturday Midday Peak Hour In	Out	Total
Residential Building										
221	Multi-Family Housing Mid-Rise (297 Units)	27	92	119	71	45	116	61	59	120
932	High-Turnover Sit-Down Restaurant (4,900 s.f.)	26	21	47	27	17	44	28	27	55
822	Strip Retail Plaza (11,100 s.f.)	16	10	26	36	37	73	37	36	73
Shopping Center										
822	Strip Retail Plaza (17,377 s.f.)	25	16	41	57	58	115	58	56	114
850	Supermarket (43,000 s.f.)	73	50	123	192	193	385	244	245	489
934	Fast Food Restaurant with Drive Through (3,000)	68	66	134	51	48	99	85	81	166
Development Subtotal		***235***	***255***	***490***	***434***	***398***	***832***	***513***	***504***	***1,017***
Interaction Reduction (10-15%)		-36	-35	-71	-67	-62	-129	-64	-65	-129
New Site Traffic		**199**	**220**	**419**	**367**	**336**	**703**	**449**	**439**	**888**

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4. Projected Traffic Conditions

The total projected traffic volumes take into consideration the existing traffic volumes, increase in background traffic due to growth, and the traffic estimated to be generated by the proposed subject development.

Development Traffic Assignment

The estimated weekday morning, weekday evening, and Saturday midday peak hour traffic volumes that will be generated by the proposed development were assigned to the roadway system in accordance with the previously described directional distribution (Figure 5). **Figure 6** illustrates the traffic assignment of the new passenger vehicle trips. As can be seen from Figure 6, given the multiple various access points including three signalized intersections the site generated traffic will distributed among the access system with only 35 percent of the site generated traffic utilizing the existing signalized access drive aligned opposite The Grove shopping center access drive.

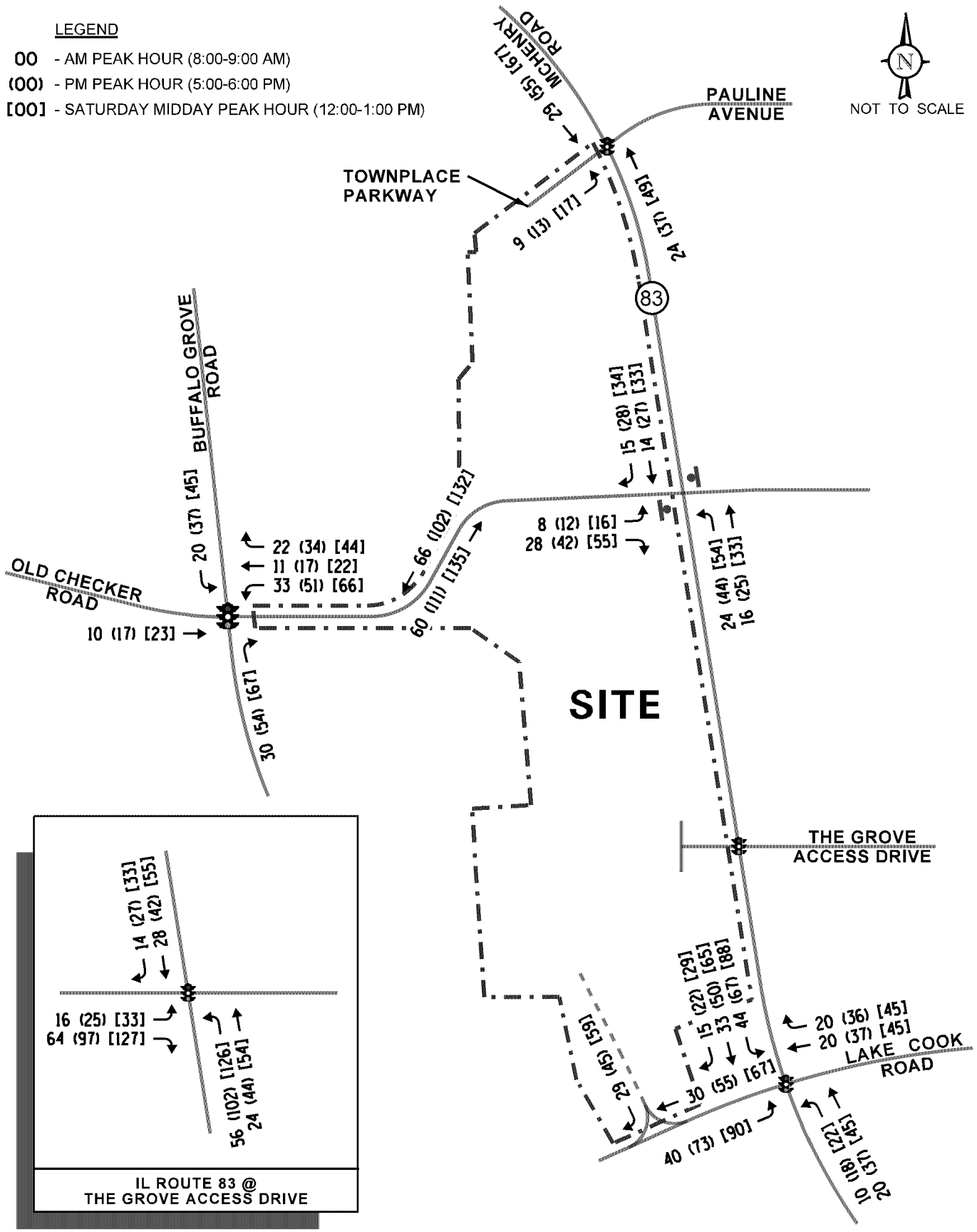
Year 2027 No-Build Traffic Conditions

The existing traffic volumes (Figure 4) were increased by a regional growth factor to account for the increase in existing traffic related to regional growth in the area (i.e., not attributable to any planned development). Based on AADT projections provided by the Chicago Metropolitan Agency for Planning (CMAP), the existing traffic volumes are projected to increase by an annual compounded growth rate of approximately 0.6 percent per year. As such, traffic volumes were increased by approximately four percent total (one-year buildout plus five years) to represent Year 2027 total projected conditions. A copy of the CMAP projections letter is included in the Appendix. The Year 2027 no-build traffic volumes are illustrated in **Figure 7.**

Year 2027 Total Projected Traffic Conditions

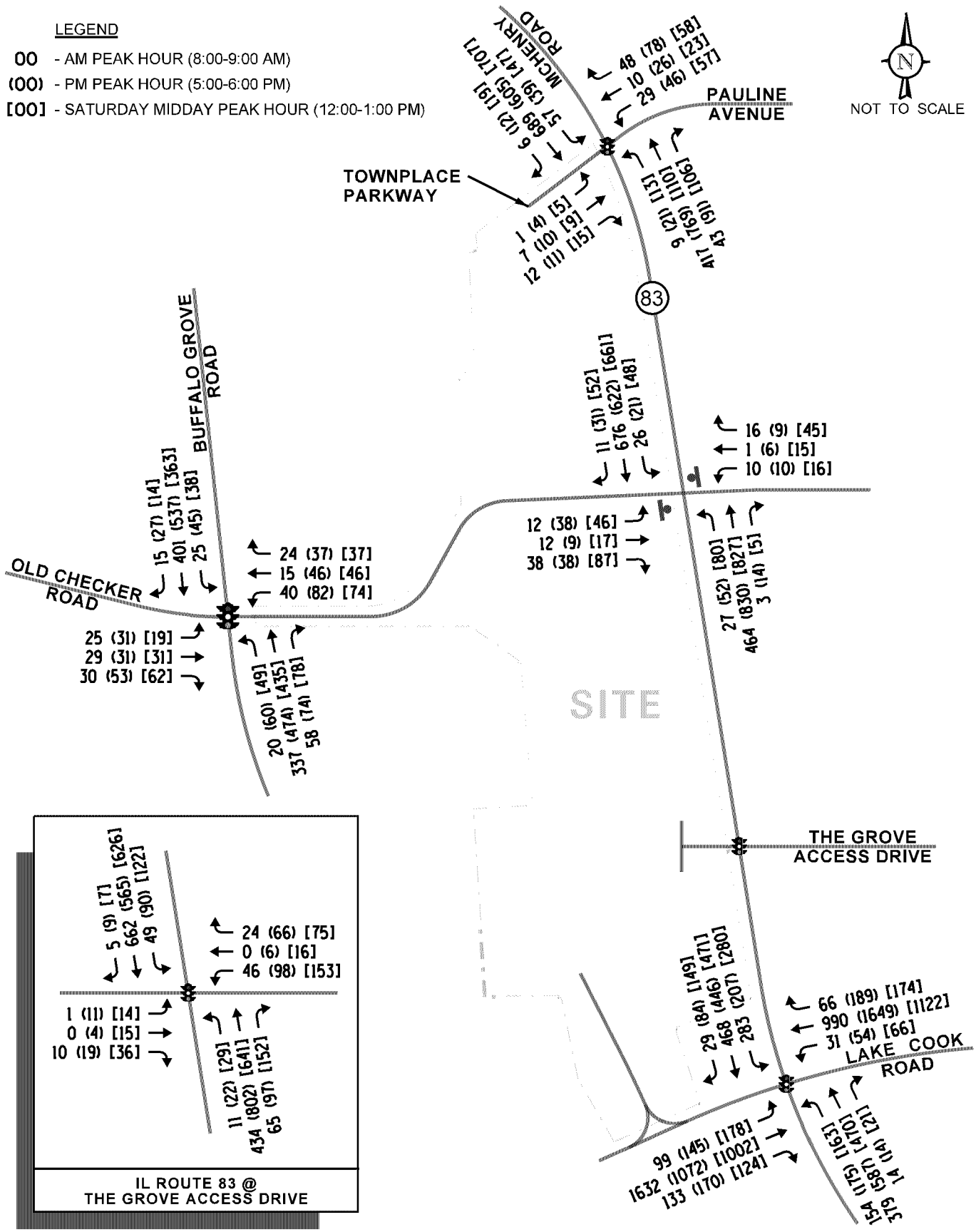
The new development-generated traffic (Figures 6) was added to the Year 2027 no-build traffic volumes to determine the Year 2027 total projected traffic volumes. **Figure 8** illustrates the Year 2027 total projected traffic volumes.

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Attachment: Exhibit B Plan Set (O-2022-63 : Ordinance Approving an Amendment to the Town Center PUD for the Clove)

Town Center Redevelopment Buffalo Grove, Illinois	Estimated Site-Generated Traffic Volumes	KLOA Kenig,Lindgren,O'Hara,Aboona,Inc. Job No: 22-005 Figure: 6



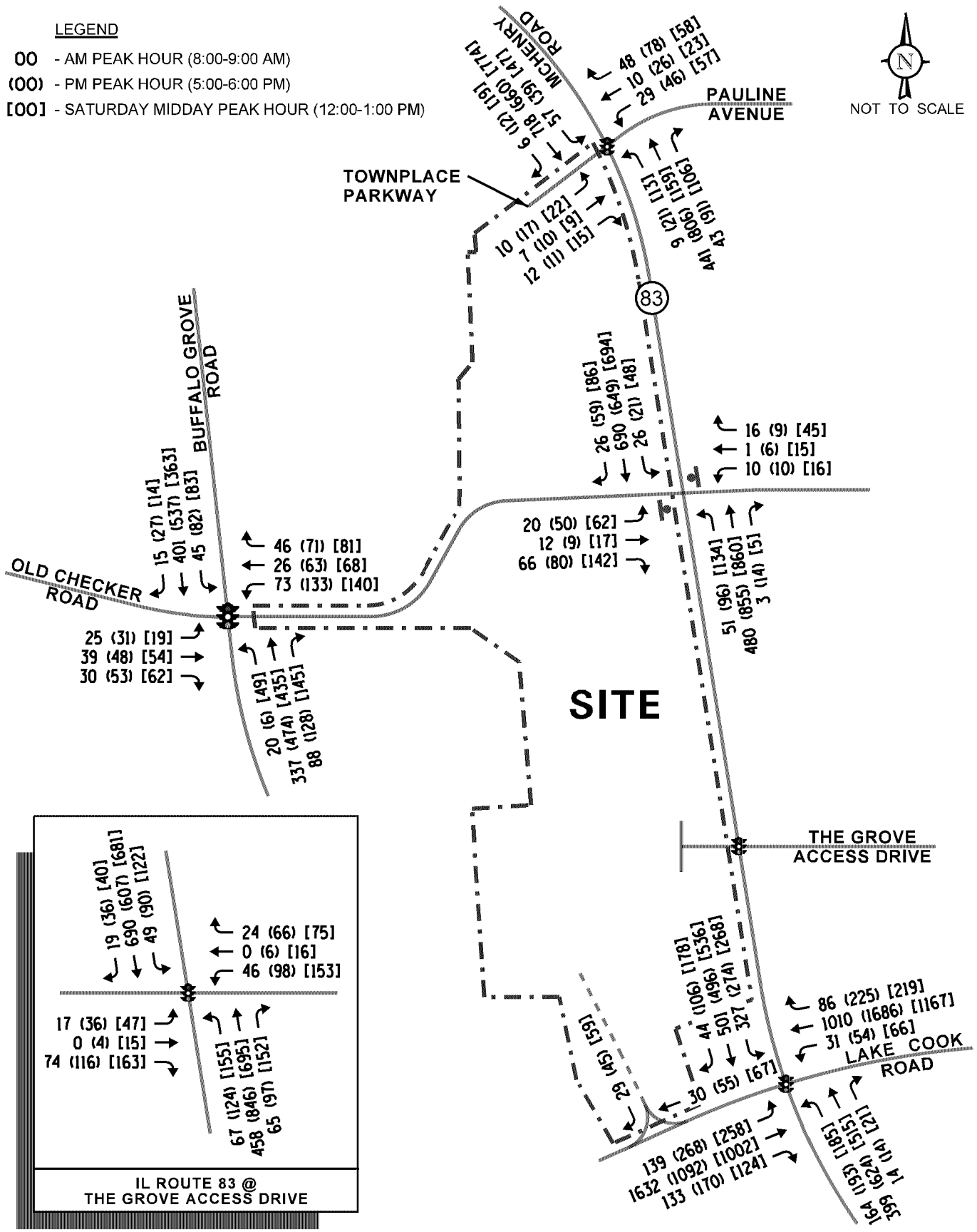
Attachment: Exhibit B Plan Set (O-2022-63 : Ordinance Approving an Amendment to the Town Center PUD for the Clove)

Town Center Redevelopment Buffalo Grove, Illinois

Year 2027 No-Build Traffic Volumes

KLOA Kenig,Lindgren,O'Hara,Aboona,Inc.

Job No: 22-005 Figure: 7



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Town Center Redevelopment Buffalo Grove, Illinois

Year 2027 Total Projected Traffic Volumes

KLOA Kenig,Lindgren,O'Hara,Aboona,Inc.

Job No: 22-005 Figure: 8

5. Traffic Analysis and Recommendations

The following provides an evaluation conducted for the weekday morning, weekday evening, and Saturday midday peak hours. The analysis includes conducting capacity analyses to determine how well the roadway system and access drives are projected to operate and whether any roadway improvements or modifications are required.

Traffic Analyses

Roadway and adjacent or nearby intersection analyses were performed for the weekday morning, weekday evening, and Saturday midday peak hours for the existing (Year 2021), no-build, and Year 2027 total projected traffic volumes.

The traffic analyses were performed using the methodologies outlined in the Transportation Research Board's *Highway Capacity Manual (HCM), 6th Edition* and analyzed using the Synchro/SimTraffic 11 software. To determine the average overall vehicle delay and levels of service, the analysis for the traffic-signal controlled intersections of McHenry Road with Townplace Parkway/Pauline Avenue and Buffalo Grove with Old Checker Road were accomplished using actual cycle lengths, phasings and offsets. Due to the ongoing construction along Lake Cook Road, the intersection of Lake Cook Road with McHenry Road was analyzed utilizing the traffic signal timings summarized in the November 2012 Intersection Design Study for the intersection, and the intersection of McHenry Road with the Town Center access drive were accomplished utilizing estimated phasings, offsets and reflected the proposed cycle lengths at the intersection of Lake Cook Road with McHenry Road.

The analyses for the unsignalized intersections determine the average control delay to vehicles at an intersection. Control delay is the elapsed time from a vehicle joining the queue at a stop sign (includes the time required to decelerate to a stop) until its departure from the stop sign and resumption of free flow speed. The methodology analyzes each intersection approach controlled by a stop sign and considers traffic volumes on all approaches and lane characteristics.

The ability of an intersection to accommodate traffic flow is expressed in terms of level of service, which is assigned a letter from A to F based on the average control delay experienced by vehicles passing through the intersection. The *Highway Capacity Manual* definitions for levels of service and the corresponding control delay for signalized intersections and unsignalized intersections are included in the Appendix of this report.

Summaries of the traffic analysis results showing the level of service and overall intersection delay (measured in seconds) for the existing, no-build and total projected conditions are presented in **Tables 7** through **11**. A discussion of each intersection follows. Summary sheets for the capacity analyses are included in the Appendix.

Attachment: Exhibit B Plan Set (O-2022-63 : Ordinance Approving an Amendment to the Town Center PUD for the Clove)

Table 7
CAPACITY ANALYSIS RESULTS – LAKE COOK ROAD WITH MCHENRY ROAD – SIGNALIZED

	Peak Hour	Eastbound			Westbound			Northbound		Southbound			Overall
		L	T	R	L	T	R	L	TR	L	T	R	
Year 2021 Base Conditions	Weekday Morning Peak Hour	E 77.9	B 15.0	A 4.0	E 62.1	B 19.0	A 5.7	C 29.9	D 51.3	C 33.2	D 40.7		C – 25.3
		B – 17.5			B – 19.4			D – 45.3		D – 38.0			
	Weekday Evening Peak Hour	E 75.7	B 12.8	A 4.9	E 68.8	B 15.8	A 4.2	D 42.1	D 52.4	E 72.2	D 44.0		C – 27.8
		B – 18.5			B – 16.2			D – 50.1		D – 52.0			
	Saturday Midday Peak Hour	F 87.2	B 10.8	A 5.1	E 77.1	B 11.3	A 4.2	D 40.0	D 46.7	E 67.5	D 47.4		C – 29.2
		C – 20.7			B – 13.6			D – 45.1		D – 53.6			
Year 2027 No-Build Conditions	Weekday Morning Peak Hour	E 77.8	B 15.9	A 3.8	E 61.7	B 19.3	A 5.5	C 30.5	D 52.2	D 37.5	D 41.0		C – 26.1
		B – 18.3			B – 19.7			D – 46.1		D – 39.7			
	Weekday Evening Peak Hour	E 76.0	B 12.8	A 4.8	E 68.4	B 17.0	A 4.1	D 45.5	D 54.0	F 87.4	D 44.8		C – 29.3
		B – 18.4			B – 17.2			D – 52.1		E – 56.7			
	Saturday Midday Peak Hour	F 88.1	B 10.5	A 4.9	E 77.5	B 11.1	A 4.1	D 43.9	D 47.0	F 82.9	D 50.8		C – 30.8
		C – 20.6			B – 13.4			D – 46.3		E – 60.8			
Year 2027 Total Projected Conditions	Weekday Morning Peak Hour	F 85.1	B 14.7	A 4.0	E 70.3	C 20.1	A 5.3	C 29.8	D 51.7	D 42.6	C 34.0		C – 26.3
		B – 19.0			C – 20.3			D – 45.5		D – 37.2			
	Weekday Evening Peak Hour	F 95.7	B 15.0	A 5.7	E 70.4	C 26.2	A 4.0	D 45.5	E 75.2	E 73.4	D 39.5		D – 36.4
		C – 25.8			C – 24.9			E – 68.3		D – 50.1			
	Saturday Midday Peak Hour	F 93.0	C 20.0	A 7.0	E 76.1	C 25.5	A 4.7	C 32.0	D 53.5	E 57.1	D 47.3		D – 36.2
		C – 30.9			C – 24.7			D – 48.0		D – 50.6			

Letter denotes Level of Service L – Left Turns R – Right Turns
Delay is measured in seconds. T – Through

Table 8
CAPACITY ANALYSIS RESULTS – MCHENRY ROAD WITH TOWNPLACE PARKWAY – SIGNALIZED

	Peak Hour	Eastbound			Westbound			Northbound		Southbound			Overall
		L	T	R	L	T	R	L	TR	L	T	R	
Year 2021 Base Conditions	Weekday Morning Peak Hour	B 20.0	C 28.2		C 21.8	C 30.3		A 5.3	A 9.1	A 1.2	A 3.6	A 3.8	A 7.4
		A – 9.0			A – 3.4			A – 9.0		A – 3.4			
	Weekday Evening Peak Hour	B 19.2	C 31.2		C 22.4	C 29.8		A 6.3	B 12.2	A 3.1	A 5.9	A 6.0	B 11.1
		C – 29.1			C – 26.7			B – 12.1		A – 5.7			
	Saturday Midday Peak Hour	B 17.0	C 28.3		C 20.1	C 27.4		A 6.8	B 13.7	A 3.3	A 5.4	A 5.5	B 11.2
		C – 26.5			C – 24.4			B – 13.6		A – 5.3			
Year 2027 No-Build Conditions	Weekday Morning Peak Hour	B 20.0	C 28.2		C 21.8	C 30.3		A 5.3	A 9.2	A 1.2	A 3.6	A 3.8	A 7.4
		C – 27.8			C – 27.4			A – 9.1		A – 3.4			
	Weekday Evening Peak Hour	B 18.5	C 29.8		C 21.2	C 30.8		A 6.8	B 13.1	A 3.1	A 6.2	A 6.2	B 11.7
		C – 27.9			C – 27.9			B – 12.9		A – 6.0			
	Saturday Midday Peak Hour	B 17.0	C 28.3		C 20.1	C 27.4		A 6.8	B 14.0	A 3.3	A 5.4	A 5.4	B 11.2
		C – 26.5			C – 24.4			B – 13.9		A – 5.3			
Year 2027 Total Projected Conditions	Weekday Morning Peak Hour	C 21.2	C 27.7		C 21.5	C 30.3		A 5.6	A 9.5	A 1.3	A 4.0	A 4.3	A 7.7
		C – 25.5			C – 27.3			A – 9.4		A – 3.8			
	Weekday Evening Peak Hour	B 19.9	C 29.2		C 20.2	C 30.8		A 6.8	B 13.1	A 3.1	A 6.2	A 6.2	B 11.7
		C – 24.9			C – 27.8			B – 12.9		A – 6.0			
	Saturday Midday Peak Hour	B 17.0	C 28.3		C 20.1	C 27.4		A 6.8	B 14.6	A 3.4	A 5.4	A 5.4	B 11.6
		C – 26.5			C – 24.4			B – 14.5		A – 5.2			

Letter denotes Level of Service L – Left Turns R – Right Turns
Delay is measured in seconds. T – Through

Table 9
CAPACITY ANALYSIS RESULTS – MCHENRY ROAD WITH ACCESS DRIVE – SIGNALIZED

	Peak Hour	Eastbound			Westbound			Northbound			Southbound			Overall
		L	T	R	L	T	R	L	TR		L	T	R	
Year 2021 Base Conditions	Weekday Morning Peak Hour	D 44.0	D 54.6		D 50.6	D 54.4		A 1.1	A 3.4	A 0.5	A 3.0	A 5.0	A 3.2	A – 7.1
		D – 53.7			D – 51.9			A – 3.0			A – 4.8			
	Weekday Evening Peak Hour	D 36.5	E 56.0		D 45.8	D 51.4		A 2.2	A 4.7	A 1.5	A 5.9	A 9.0	A 5.9	B – 11.0
		D – 49.5			D – 48.2			A – 4.3			A – 8.5			
	Saturday Midday Peak Hour	C 31.6	E 58.6		D 41.9	D 44.1		A 4.3	A 6.7	A 1.9	A 8.3	B 12.3	A 8.1	B – 14.6
		D – 52.9			D – 42.7			A – 5.7			B – 11.6			
Year 2027 No-Build Conditions	Weekday Morning Peak Hour	D 44.0	D 54.6		D 50.6	D 54.4		A 0.9	A 2.9	A 0.6	A 3.0	A 5.1	A 3.2	A – 6.9
		D – 53.7			D – 51.9			A – 2.5			A – 4.9			
	Weekday Evening Peak Hour	D 36.5	D 56.0		D 45.8	D 51.4		A 2.2	A 4.8	A 1.5	A 6.0	A 9.0	A 5.9	B – 10.9
		D – 49.5			D – 48.2			A – 4.4			A – 8.6			
	Saturday Midday Peak Hour	C 31.6	D 58.6		D 41.9	D 43.5		A 4.4	A 7.1	A 1.9	A 8.4	B 12.4	A 8.4	B – 14.6
		D – 52.9			D – 42.5			A – 6.0			B – 11.7			
Year 2027 Total Projected Conditions	Weekday Morning Peak Hour	C 34.2	E 60.7		D 37.1	D 45.4		A 2.6	A 4.1	A 1.4	A 6.5	B 12.0	A 6.5	B – 12.4
		E – 55.8			D – 39.9			A – 3.6			B – 11.5			
	Weekday Evening Peak Hour	C 33.7	E 70.5		D 37.4	D 45.5		A 3.9	A 7.0	A 2.5	A 8.6	B 13.9	A 7.4	B – 15.4
		E – 62.0			D – 40.8			A – 6.3			B – 12.9			
	Saturday Midday Peak Hour	C 27.0	E 63.6		C 32.6	D 37.2		A 9.9	B 11.5	A 3.7	B 12.9	C 20.5	B 11.9	C – 20.3
		E – 56.0			C – 34.4			B – 10.1			B – 19.0			

Letter denotes Level of Service L – Left Turns R – Right Turns
Delay is measured in seconds. T – Through

Table 10
CAPACITY ANALYSIS RESULTS – BUFFALO GROVE ROAD WITH OLD CHECKER ROAD – SIGNALIZED

	Peak Hour	Eastbound			Westbound			Northbound		Southbound			Overall
		L	T	R	L	T	R	L	TR	L	T	R	
Year 2021 Base Conditions	Weekday Morning Peak Hour	C 20.5	C 20.2		C 20.3	C 20.3		A 3.8	A 7.1	A 3.7	A 5.7		A 8.6
		C – 20.3			C – 20.3			A – 6.9		A – 5.6			
	Weekday Evening Peak Hour	C 23.4	C 23.9		C 25.5	C 23.8		A 4.3	A 9.4	A 4.2	A 9.5		B 11.9
		C – 23.8			C – 24.7			A – 8.9		A – 9.1			
	Saturday Midday Peak Hour	C 22.6	C 23.9		C 24.9	C 23.3		A 4.3	A 8.4	A 4.3	A 9.4		B 11.8
		C – 23.7			C – 24.0			A – 8.1		A – 8.9			
Year 2027 No-Build Conditions	Weekday Morning Peak Hour	C 20.8	C 20.5		C 20.6	C 20.5		A 3.8	A 7.1	A 3.7	A 5.7		A 8.5
		C – 20.6			C – 20.6			A – 6.9		A – 5.6			
	Weekday Evening Peak Hour	C 23.7	C 24.3		C 25.9	C 24.2		A 4.3	A 9.4	A 4.2	A 9.4		B 11.9
		C – 24.2			C – 25.0			A – 8.9		A – 9.0			
	Saturday Midday Peak Hour	C 22.7	C 24.1		C 25.1	C 23.5		A 4.3	A 8.4	A 4.3	A 9.4		B 11.8
		C – 23.9			C – 24.2			A – 8.1		A – 8.9			
Year 2027 Total Projected Conditions	Weekday Morning Peak Hour	C 22.5	C 22.7		C 24.7	C 23.1		A 4.2	A 9.6	A 4.3	A 7.0		B 11.2
		C – 22.7			C – 23.9			A – 9.4		A – 6.7			
	Weekday Evening Peak Hour	C 24.0	C 25.6		C 31.1	C 27.2		A 4.2	A 10.8	A 4.7	A 7.0		B 13.3
		C – 25.3			C – 29.2			A – 10.7		A – 6.7			
	Saturday Midday Peak Hour	C 23.9	C 28.1		D 39.0	C 29.9		A 4.5	B 11.9	A 5.1	A 9.8		B 16.4
		C – 27.5			C – 34.3			B – 11.3		A – 8.9			

Letter denotes Level of Service L – Left Turns R – Right Turns
Delay is measured in seconds. T – Through

Table 11
CAPACITY ANALYSIS RESULTS – MCHENRY ROAD WITH OLD CHECKER ROAD

Intersection	Weekday Morning Peak Hour		Weekday Evening Peak Hour		Saturday Midday Peak Hour	
	LOS	Delay	LOS	Delay	LOS	Delay
Existing Conditions						
• Eastbound Left Turn	C	19.5	C	24.9	E	36.3
• Eastbound Through/Right Turn	B	13.9	B	14.2	C	16.9
• Westbound Approach	B	13.5	C	22.7	D	25.8
• Northbound Left Turn	A	9.7	A	9.2	A	9.7
• Southbound Left Turn	A	8.5	A	9.9	B	10.0
Year 2027 No-Build Conditions						
• Eastbound Through/Left Turn	C	20.1	D	25.8	E	38.3
• Eastbound Right Turn	B	14.2	B	14.5	C	17.4
• Westbound Approach	B	13.7	C	23.6	D	27.2
• Northbound Left Turn	A	9.8	A	9.3	A	9.8
• Southbound Left Turn	A	8.5	B	10.0	B	10.2
Year 2027 Projected Conditions						
• Eastbound Through/Left Turn	C	22.4	D	34.9	F	73.7
• Eastbound Right Turn	B	14.3	B	14.6	C	20.5
• Westbound Approach	B	14.8	D	29.4	E	41.2
• Northbound Left Turn	B	10.1	A	9.9	B	10.7
• Southbound Left Turn	A	8.6	B	10.2	B	10.4

LOS = Level of Service
Delay Measured in Seconds

Attachment: Exhibit B Plan Set (O-2022-63 : Ordinance Approving an Amendment to the Town Center PUD for the Clove)

Discussion and Recommendations

The following is an evaluation of the analyzed intersections based on the projected traffic volumes and the capacity analyses performed.

McHenry Road with Lake Cook Road

The results of the capacity analysis indicate that overall (with the proposed geometric improvements and proposed signal timings as outlined in the November 2012 IDS) this intersection currently operates at the acceptable level of service (LOS) C during the weekday morning, weekday evening and Saturday midday peak hours. Under Year 2027 no-build conditions, this intersection is projected to continue operating at LOS C during the weekday morning, weekday evening and Saturday midday peak hours with increases in delay of approximately one, two, and two seconds, respectively over existing conditions.

Under Year 2027 total projected conditions, this intersection overall is projected to continue operating at LOS C during the weekday morning peak hour and is projected to operate at LOS D during the weekday evening and Saturday midday peak hours with increases in delay of less than one second, approximately six seconds, and approximately ten seconds over no-build conditions. Furthermore, the Lake Cook Road approaches are projected to continue operating at LOS C or better during the peak hours and the McHenry Road approaches are projected to continue operating at LOS D or better during the peak hours with the exception of the northbound approach during the weekday evening peak hour which is projected to operate at LOS E. However, this level of service is a result of the majority of green time being allocated to the Lake Cook Road approaches, which as previously indicated is classified as a Strategic Regional Arterial.

As such, this intersection has sufficient reserve capacity to accommodate the traffic estimated to be generated by the proposed redevelopment and no additional geometric improvements will be required.

McHenry Road with Townplace Parkway/Pauline Avenue

The results of the capacity analysis indicate that overall this intersection currently operates at LOS A during the weekday morning peak hour and at LOS B during the weekday evening and Saturday midday peak hours. Under Year 2027 no-build and total projected conditions, this intersection overall is projected to continue operating at existing levels of service during the peak hours with increases in delay of less than one second. Furthermore, all of the approaches are projected to continue operating at LOS C or better during the peak hours. As such, this intersection has sufficient reserve capacity to accommodate the traffic estimated to be generated by the proposed redevelopment and no roadway improvements or signal modifications will be required.

McHenry Road with Signalized Access Drive

The results of the capacity analysis indicate that overall, this intersection currently operates at LOS A during the weekday morning peak hour and at LOS B during the weekday evening and Saturday midday peak hours. Under Year 2027 no-build conditions, this intersection overall is projected to continue operating at LOS A during the weekday morning peak hour and at LOS B during the weekday evening and Saturday midday peak hours with increases in delay of less than one second.

Attachment: Exhibit B Plan Set (O-2022-63 : Ordinance Approving an Amendment to the Town Center PUD for the Clove)

Under Year 2027 total projected conditions, this intersection overall is projected to operate at LOS B during the weekday morning and weekday evening peak hours and at LOS C during the Saturday midday peak hour with increases in delay of approximately two, one and eight seconds, respectively over no build conditions. Furthermore, the northbound and southbound approaches are projected to continue operating at LOS B or better during the peak hours and the eastbound and westbound approaches are projected to operate at LOS E or better during the peak hours. However, it should be noted that the resulting LOS E is expected for an access driveway that has a signalized intersection with a major arterial roadway such as McHenry Road. This is due to the majority of green time being allocated to the McHenry Road approaches.

It should be noted that the eastbound approach currently has an internal intersection with the north-south drive aisle serving the shopping center approximately 80 feet west of McHenry Road and this configuration will be maintained upon buildout of the proposed shopping center. Under existing conditions, the northbound and southbound approaches are under stop-sign control and inbound movements from McHenry Road operate under a free flow conditions. The results of the capacity analyses indicate that the 95th percentile queues for the eastbound approach at McHenry Road are projected to be 50 to 80 feet which can be accommodated without blocking inbound traffic and will not impact any parking spaces. However, in order to further clarify the operations of the internal connection, signage should be provided for the northbound and southbound drive-aisle approaches that inform drivers that inbound movements from McHenry Road do not stop.

Overall, this intersection has sufficient reserve capacity to accommodate the traffic estimated to be generated by the proposed redevelopment and will ensure efficient and flexible access is provided.

Buffalo Grove Road with Old Checker Road

The results of the capacity analysis indicate that overall, this intersection currently operates at LOS A during the weekday morning peak hour and at LOS B during the weekday evening and Saturday midday peak hours. Under Year 2027 no-build condition, this intersection overall is projected to continue operating at LOS A during the weekday morning peak hour and at LOS B during the weekday evening and Saturday midday peak hours with increase in delay of less than one second.

Under Year 2027 total projected conditions, this intersection overall is projected to operate at LOS B during all three peak hours with increases in delay of approximately five seconds or less. Furthermore, all of the approaches are projected to continue operating at LOS C or better during the peak hours with increases in delay of approximately ten seconds or less over existing conditions.

As such, this intersection has sufficient reserve capacity to accommodate the traffic estimated to be generated by the proposed redevelopment and will ensure efficient and flexible access is provided. No roadway improvements or signal modifications will be required at this intersection.

Attachment: Exhibit B Plan Set (O-2022-63 : Ordinance Approving an Amendment to the Town Center PUD for the Clove)

McHenry Road with Old Checker Road

The results of the capacity analysis indicate that the eastbound movements at this intersection currently operate at LOS C or better during the weekday morning and weekday evening peak hours and at LOS E or better during the Saturday midday peak hour. Further, northbound and southbound left-turn movements operate at LOS B or better during both peak hours. Under Year 2027 no-build conditions, all movements are projected to continue to operate at LOS C or better during the weekday peak hours and LOS E or better during the Saturday midday peak hour. Under Year 2027 total projected conditions, eastbound and westbound movement are projected to operate at LOS D or better during the weekday morning and weekday evening peak hours. During the Saturday midday peak hour, the eastbound left turn is projected to operate at LOS F and the westbound approach is projected to operate at LOS E. This delay is typical and expected at the unsignalized intersection of a local road with an arterial road such as McHenry Road.

However, this analysis does not take into consideration the signalized intersections along McHenry Road which will create gaps in the traffic stream, allowing vehicles to exit. Further, while eastbound and westbound vehicles may experience some delays, all movements are projected to operate with a volume to capacity (v/c) of less than one and 95th percentile queues of less than three vehicles indicating that vehicles will be able to turn. Lastly, during times of congestion, vehicles turning onto McHenry Road can utilize the signalized intersections of McHenry Road with Townplace Parkway to the north or the access drives to the south. As such, this access drive will be adequate in accommodating the traffic estimated to be generated by the full buildout of the proposed redevelopment and will ensure efficient and flexible access is provided.

Parking Evaluation

As proposed, the development will provide a total of approximately 1,395 parking spaces consisting of 558 parking garage spaces and 837 surface parking spaces. It should be noted that the parking garage will be electronically gated. Of the 558 parking garage spaces, 518 parking spaces will be reserved for residents of the proposed dwelling units. Given the electronic gate restriction, the remaining 40 parking spaces within the garage will be assigned at the discretion of the residential developer. It is our understand that these spaces will be assigned to the employees of the residential building as well as the employees or patrons for the commercial space within the residential building. Furthermore, 70 angled parking spaces located along the east side of the residential building (within Lot 7), will be for use of the 16,000 square-feet of commercial space within the residential building. Overall, the proposed residential building will provide a total of 628 parking spaces and the remainder of the shopping center will provide 767 parking spaces.

Village of Buffalo Grove Code Requirements

Based on the Village of Buffalo Grove municipal code, multifamily residential developments are required to provide parking at a ratio of 1.7 spaces per unit. Furthermore, shopping centers are required to provide parking at a ratio of one space per 220 square feet and park spaces requires parking at one parking space per 5,000 square feet.

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As such, the proposed residential building is required to provide a total of 505 residential parking spaces and 73 commercial parking spaces for a total of 578 parking spaces. Therefore, the proposed 518 residential parking spaces and 110 commercial parking spaces for the residential building will meet the Village parking requirements.

For the remainder of the shopping center, the approximately 156,204 square feet of commercial space (inclusive of the existing and proposed land-uses) will require 710 parking spaces and the park space will require eight parking spaces for a total of 718 parking spaces. Therefore, the proposed 767 parking spaces will meet the Village Parking requirement.

ITE Parking Generation Manual, 5th Edition

Based on information published in the ITE, *Parking Generation Manual*, 5th Edition, multifamily residential, retail, restaurant, and office land-uses have the following estimated peak parking demands:

- Multifamily Housing - Midrise
  - Weekday (Monday to Friday) – 1.31 spaces per dwelling unit
  - Saturday – 1.22 spaces per dwelling unit
- High Turnover Sit-Down Restaurant
  - Weekday (Monday to Thursday) – 9.44 spaces per 1,000 s.f.
  - Friday – 11.33 spaces per 1,000 s.f.
  - Saturday – 12.28 spaces per 1,000 s.f.
- Shopping Center
  - Weekday (Monday to Thursday) – 1.95 spaces per 1,000 s.f.
  - Friday – 2.61 spaces per 1,000 s.f.
  - Saturday – 2.91 spaces per 1,000 s.f.
- Supermarket
  - Weekday (Monday to Thursday) – 2.93 spaces per 1,000 s.f.
  - Friday – 4.59 spaces per 1,000 s.f.
  - Saturday – 3.64 spaces per 1,000 s.f.
- Fast Food Restaurant with Drive-Through
  - Weekday (Monday to Thursday) – 8.66 spaces per 1,000 s.f.
  - Friday – 12.41 spaces per 1,000 s.f.
  - Saturday – 9.18 spaces per 1,000 s.f.
- Office
  - Weekday (Monday to Friday) – 2.39 spaces per 1,000 s.f.
  - Saturday – 0.28 spaces per 1,000 s.f.

As such, the proposed residential building is projected to have the following average peak parking demands:

- Weekday
  - Residential: 389 spaces
  - Restaurant: 46 spaces
  - Retail: 22 spaces
  - **Total: 457 spaces**

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- Friday
  - Residential: 389 spaces
  - Restaurant: 56 spaces
  - Retail: 29 spaces
  - **Total: 474 spaces**
- Saturday
  - Residential: 362 spaces
  - Restaurant: 60 spaces
  - Retail: 32 spaces
  - **Total: 454 spaces**

Therefore, the proposed 518 residential parking spaces and 110 commercial parking spaces for the residential building will be adequate in accommodating the estimated peak parking demands. The remainder of the shopping center, inclusive of all existing commercial and office space and the proposed commercial space is projected to have the following average peak parking demands:

- Weekday
  - Supermarket: 126 spaces
  - Fast Food Restaurants with Drive-Through: 47 spaces
  - Shopping Center: 154 spaces
  - Restaurants: 167 spaces
  - Office: 27 spaces
  - **Total: 521 spaces**
- Friday
  - Supermarket: 197 spaces
  - Fast Food Restaurants with Drive-Through: 67 spaces
  - Shopping Center: 206 spaces
  - Restaurants: 201 spaces
  - Office: 27 spaces
  - **Total: 698 spaces**
- Saturday
  - Supermarket: 157 spaces
  - Fast Food Restaurants with Drive-Through: 50 spaces
  - Shopping Center: 229 spaces
  - Restaurants: 217 spaces
  - Office: 3 spaces
  - **Total: 656**

Therefore, the proposed 767 parking spaces will be adequate in accommodating the estimated average peak parking demand for the shopping center.

Overall, the proposed 1,395 parking spaces will meet the Village parking requirements and will be adequate in accommodating the estimated average peak parking demands for the shopping center.

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6. Conclusion

Based on existing conditions and the traffic capacity analyses for the full buildout of the development, the findings and recommendations of this study are outlined below:

- The volume of traffic estimated by the proposed retail and restaurant development will be reduced due to internal capture and pass-by trips.
- The results of the capacity analyses indicate that the existing roadway system will have sufficient reserve capacity to accommodate the traffic that will be generated by the proposed development.
- The existing access system consisting of two signalized connections to McHenry Road, a signalized connection to Buffalo Grove Road, an unsignalized connection to McHenry Road, and a right-in/right-out connection to Lake Cook Road will be adequate in accommodating the traffic estimated to be generated by the proposed development and will ensure efficient and flexible access is provided.
- Overall, the proposed 1,395 parking spaces will meet the Village parking requirements and will be adequate in accommodating the estimated average peak parking demands for the shopping center.

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MINUTES OF THE REGULAR MEETING OF THE PLANNING AND ZONING COMMISSION OF THE VILLAGE OF BUFFALO GROVE HELD IN THE COUNCIL CHAMBERS, 50 RAUPP BOULEVARD, BUFFALO GROVE, ILLINOIS ON WEDNESDAY, APRIL 6, 2022

Call to Order

The meeting was called to order at 7:30 PM by Chairman Frank Cesario

Public Hearings/Items For Consideration

1. Consider Approval for Rezoning, Preliminary Plan, and a Plat of Subdivision 22371 & 22405 N Prairie (Trustee Pike) (Staff Contact: Nicole Woods)

Community Development Director Ms. Woods provided a brief background on 22371 & 22405 N. Prairie. No variations. Staff is in support of the proposal.

Mr. Goodman provided background on Huron group and Avalon Crossing subdivision, which they plan to develop and, in the process, demolish 2 homes and build 6. The first request is to annex the property for R4 residential use, noting no variations are being requested.

Com. Moodhe ask if the homes there are on similar lots.

Mr. Goodman said yes, and they are lined up with the existing homes.

Chairperson Cesario commented on the road and how the extension of the road will be a nice addition to make it look complete.

Com. Weinstein asked the petitioner if they have seen the staff recommendation and are good with the conditions.

Mr. Goodman said yes.

Com. Richards asked about future variations over time once residents move into the homes.

Mr. Goodman reference packet page 36, noting there is at least a 40 foot setback and about 50 to 60 feet to the street.

Com. Moodhe asked if the extension of Avalon Drive would be a village street or private street.

Mr. Goodman said it will be a Village owned street. They only have to connect homes to sewer hookup, and they will be paying the recapture fee.

Com. Moodhe asked staff if the extension of the street will make it easier for plowing.

Mr. Sianis, Village Engineering, said everything will be much easier for plowing.

Com. Worlikar asked about the fence 4 foot that is existing.

Mr. Goodman said it had been approved by the county. They will be removing existing sidewalk and add sidewalk to make it continuous, make it conform to what is already existing.

Chairperson Cesario entered the Staff Report as exhibit one.

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Mr. Rosenberg, Buffalo Grove Resident, said there is not enough room for 6 homes. He also asked about the wires that are not buried. Additionally, he asked when construction will start and what it will do to the property value.

Mr. Goodman said it will begin in May. They are putting in storm sewer to collect sump pump water. He noted that the electrical lines are not in their property, but part of the County. He said the new homes will not impact the existing homes in a negative way in terms of property value. Additionally, he mentioned all houses are the same size and have the same lot sizes as the existing homes.

Com. Weinstein made a motion to approval of the rezoning to the R-4 One-Family Dwelling District, a Preliminary Plan, and a Plat of Subdivision, subject to the conditions outlined in the staff report.

Com. Richards seconded the motion.

Chairperson spoke in favor of the motion.

Com. Moodhe spoke in favor of the motion.

RESULT:	**RECOMMENDATION TO APPROVE [UNANIMOUS]**
	Next: 4/18/2022 7:30 PM
AYES:	Moodhe, Spunt, Cesario, Weinstein, Au, Richards, Worlikar
ABSENT:	Zill Khan
EXCUSED:	Stephen Goldspiel

2. Consider Approval - Amend to PD, SU, Plat of Sub, Prelim & Final Dev Plan, SU and Var. at Town Center (Trustee Johnson) (Staff Contact: Nicole Woods)

Director Community Development Director Ms. Woods provided a brief background on the development.

Mr. Schoditsch, Kensington Development, spoke about the development and the work they have done with staff to get the project moving. He went through the history of Kensington and their standing in the area. He touched on their partnership with Urban Street. He explained the overall vision of The Clove and the planned project to create a one-of-a-kind, eye catching retail mixed use center, which will create interest and compliment the surrounding developments. The Central Park in the middle of The Clove will activate the development with the lush landscape and outdoor dining, as well as making it walkable. The vision is in line with the community's vision. He talked about the parcels that are not being bought, but explained they are well positioned to purchase if they were to be sold. Additionally, he talked about the two phases and the purpose of the two phases as a big picture, noting the existing tenants will find their home in Phase 2, while work is done on Phase 1. Lastly, he went through the site plan from south to north.

Calloway discussed, on a high level, the traffic and parking plan. He discussed the uniqueness of the development and its access points. He believes the mixed use and the access, the signalized intersections, provide adequate access to the site. The improvements made to Lake Cook also helps with the traffic the site may generate.

Mr. Clark provided background on the landscape plan and the importance of the central green and how it creates a sense of place within the site as well as the community. He talked about programmed events that will breathe life into the site. He showed in the PowerPoint the difference in the green space that will be added to the site. Lastly,

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touched on the pedestrian connectivity that they have created to rid of conflict points between people and cars.

Mr. Brown provided a brief overview of the overall utility plan. He noted the site is flat and drains north to south, discussing the storm and drainage storm water will be much the same. The overflow route will bring it all to the existing detention basin. He went over the pervious and impervious changes, which creates less runoff, a benefit to the site and the infrastructure. In closing he noted they will have to maintain and make small enhance to the pond, but the pound will be able to support the site.

Mr. Schoditsch went over the signage plan, which will go at each access points and eplained why the signage is important to the site. He explained the anchors will need to be larger signs, but also wants the smaller tenants to have proper signage to be successful. Larger one on lake cook rd. will be a modernized electronic sign.

Mr. Ludwig provided background on Building signage, architecture, and exterior design.

Mr. Warlak talked about Guzman Y Gomez, an Australian restaurant. Noting it has been a successful store in Naperville. It is a fast casual, colorful, and nice outdoor dining establishment that uses fresh ingredients with a clean environment.

Mr. Wisem added more about the building colors and elevation of Guzman Y Gomez, reviewing the square footage and outdoor dinning space. He talked about the drive-up art graphics that wrap the towers, noting each restaurant has unique art work inside.

Mr. Rea provided additional overview of the out lot building architecture.

Mr. Burk, Urban Street, provided background on the Urban Street group. He spoke about the rental housing market and the amenities of the mixed-use residential space. The area is what the market is demand. Thanked the commission for their commitment to the project.

Mr. Morkron went through the details of the development of Urban Street. Reviewed the 7-story structure and the frontage retail that will be there on the first floor, promoting interconnectivity. There will be a surplus of parking in the garage and has parking on each side as well. Retail spaces will have their own trash and be separated that from the residents. He reviewed the proposed exterior material and the next generation of apartment amenities.

Ms. Dixon reviewed the plan for the clubhouse space which includes, couches, chairs, dinning and outdoor cooking lounge area. She reviewed screening for the four seasons and talked about snow storage and snow removal. Additionally, she talked about the fenced dog park secured for resident use.

Com. Moodhe asked where they came up with the name for the development.

Mr. Schoditsch their marketing department was going for a name with a rich, warm, spice of life feels.

Com. Moodhe asked about Brookfield, WI development as it relates to Buffalo Groves demographics.

Mr. Schoditsch said no, the demographic is closer to Oak Brook. Buffalo Grove is more residental than re

Com. Moodhe asked about the management company and if it was going to be contracted out.

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Mr. Schoditsch said Ion properties is the management company, noting they have a good relationship with them.

Com. Moodhe asked if they will be looking at it in a similar light as the developers.

Mr. Schoditsch talked about the leasing plan, that the management company understands the overall feel of high end will be throughout.

Com. Moodhe asked about sidewalk width throughout the development.

Mr. Rea said they have a mixture of sidewalk width, with a minimum of 5 foot to upwards of 10 foot as it gets closer to the park.

Com. Moodhe asked if we are reducing retail square footage due to the parking garage and on the southeast side.

Mr. Rea said they are decreasing overall retail square footage relative to what is currently there.

Com. Moodhe asked staff if an impact study was done on sales tax as it relates to the new development and the loss of retail square footage.

Community Development Director Ms. Woods reviewed the Lake Cook Corridor Economic Development Plan for the site. Noting the Village is confident the retail dollars will exceed what is currently coming in, especially with the grocer and well established restaurants that are not there currently.

Deputy Village Manager, Mr. Stilling provided additional comments on the poor design of the current space.

Com. Moodhe commented that he wants to make sure we are not building town center all over again with residents in it.

Mr. Schoditsch said they put a lot of thought into the development. He noted the key elements that will make this development successful.

Com. Moodhe asked about parking first floor of garage for retail.

Mr. Schoditsch said the first floor of the parking garage is all for the residents, with 40 to 60 for retail tenants.

Com. Moodhe asking if they were looking at passive/hanging greenery on the parking structure.

Mr. Schoditsch said no.

Com. Moodhe said he would like to see something there because it is so large.

Com. Moodhe asked the Village attorney asked if they are restricted to the variances listed in the packet.

Mr. Brankin, Village Attorney, said that is what is before. He told the Commission to keep in mind what is before them is an amendment baked into the approved PUD.

Com. Worlikar asked about the parking, specifically how much of that space will be utilized/designation of spaces.

Mr. Rea talked about the designation of parking spots.

Com. Worlikar asked about the landscape and what the Village forester has said.

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Ms. Woods said the forester has reviewed the plan and has made some suggestions to the plan and will work with the developer on the landscape plan.

Com. Worlikar asked about the delivery areas and emergency areas.

Mr. Rea talked about the service areas and the truck study that has been conducted with the Village, which has met all requirements.

Mr. Stilling provided additional information on the truck study and the additional access points in terms of safety plan.

Com. Worliker asked if any of the amenities would be open to the public that are part of the residential development.

Mr. Rea said the amenities that are part of the residential development are for those who live there. Additionally, he talked about the other amenities such as benches, sidewalks, and the programed park plans will be open to the community.

Mr. Stilling noted the Village will take control over the park and partner with the developer to create a program plan to active it on a regular basis.

Mr. Rea noted the outdoor dining is also available for non-residents of the development.

Com. Richards asked about the current tenants that are still in the current dwelling.

Ms. Shandish spoke about the phase 2 building and the investment that will be made for the tenants to be there, ensuring it is functional and safe.

Com. Richards asked about repair on old checker.

Mr. Rea talked about the repairs that will be done.

Com. Richards asked if they are going to be making improvements to the right aways. Asking if anything will be touched to the roads that have been recently redone.

Mr. Rea said they will not be making any improvements to the road improvements that have already been completed.

Com. Spunt about if parking spots will be assigned and there were gates to access the garage.

Mr. Rea said yes, they will have assigned parking spots for tenants and there will be gate access.

Com. Spunt asked about the pool at the residential development.

Ms. Dixon said there is no whirlpool.

Com. Spunt asked about public restrooms throughout the site.

Mr. Rea said no.

Com. Spunt referenced page 41. He asked if there would be a sun glare off of the windows.

Mr. Shandish said there is a lot in the way and would not cause any glare to drivers.

Com. Spunt reference page 11. He said he is concerned with the main attraction and the access to the grocer.

Mr. Schoditsch commented on the importance of the grocer and noted that the access points are more than sufficient.

Com. Au asked about the parking structure and what will happen during peak times, such as issues when everyone is trying to leave the building.

Mr. Calloway said there is plenty of room to move around and make their way to the different access points.

Com Au asked if there was a lighting plan for the Central Park.

Mr. Stilling said there will be surrounding lighting, however, right now there is no lighting plan for the park. There is now time to create a plan for the park.

Mr. Schoditsch will bring proper infrastructure to the site to allow for lighting in the future.

Com. Weinstein commented on the traffic study.

Mr. Calloway said it will generate traffic, but it will not overwhelm the area because of the unique access points that are there. Additionally. the improvements of Lake Cook Rd also provided a lot of reserved capacity for traffic.

Com. Weinstein asked about the total number of restaurants.

Mr. Schoditsch said 6 or 7.

Com. Weinstein asked if they could say what tenants are staying with the new development.

Mr. Schoditsch said no.

Com. Weinstein asked about full service vs. fast casual.

Mr. Schoditsch talked about the restaurant plans.

Com. Weinstein asked about drive-up windows.

Mr. Schoditsch said there are two planned in phase one, and they could be a pickup window or drive up.

Com. Weinstein commented on drive throughs.

Mr. Stilling commented on drive throughs and the authority Kensington has on Boston Market, and what they have the potential to add as it relates to sit down restaurants.

Mr. Schoditsch said they purposely left the pad with the Boston Market so they could add a full-service restaurant if it become available.

Ms. Woods touched on walkability and the appropriate out lots.

Com. Weinstein believes excitement will build when the names begin to be announced.

Chairperson Cesario reference packet page 55. He asked if they are aware and comfortable with the requirements.

Mr. Schoditsch said yes, they are.

Chairperson Cesario asked about wall signs. Relative to the number of signs currently there, would there be a significant change.

Mr. Rea said he is not sure how many are there are at the current development.

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Chairperson Cesario asked about the B4 Zoning

Mr. Stilling provided additional detail.

Com. Moodhe asked about seating area by the grocer that was in their previous plan.

Mr. Rea said it was removed due to the slope that is there, which does not support a seating area.

Com. Moodhe asked when phase 2 is down, will there be more variances.

Mr. Stilling yes there may be some additional amendments throughout the process if there are variances, which allows for flexibility in the future.

Chairperson Cesario entered the Village Staff Report as exhibit one and the email received as exhibit two.

Evelyn Crawford, 544 Cherbourg Ct. expressed their concerns for the retailers and the lack of community outreach the Village has done. They do not like Lake Cook Road and is concerned about additional traffic. Said they are not a fan of the 7-story building.

Ford Culbertson, 201 N. Buffalo Grove Road, asked about old checker road and the condition. Are the developers going to maintain the road? Poor lighting is also a concern. During construction is that road going to be closed. Worried about the grocer that will compete with the bakery. Thinks it will bring business and will grow the community. Appreciates what the Village is doing to try an improve the area and hopes it works.

Rich Kane, 125 N. Buffalo Grove Road, Condo board of Turnberry. Spoke about the residents that live there. Asked about the hours of construction, cleanliness of the site and how they can continue to live with the construction. He asked that the developers to communicate with Turnberry. Lastly asked about security for the building and dog park hours.

Dolly Granszowaiz, 125 N. Buffalo Grove Road, Turnberry resident. Asked how far the building is going to butt up to their property. She wants to know if she can they still use the back entrance and how the walkways work. In closing said she is all for something new and is excited for the change.

Mr. Perez, 125 N. Buffalo Grove Road, Turnberry resident. Wants to know the impact of the building.

Mr. Peock, owner of the auto repair shop on Buffalo Grove Road, asked about the impact the development will have on his existing sewer concerns. He expressed his concerns over how close the sidewalk is to 83 due to the reckless drivers on 83. Overall, the development is exciting.

A current tenet of Buffalo Grove Town Center spoke in favor of the development, explained how excited she is for what is going to happen. She commented on how well the developers have communicated with her and thank the team.

Chairperson Cesario read the email received by the Village from Greg Merrit, resident of Buffalo Grove.

Mr. Schoditsch said they will talk to the president of Turnberry

Mr. Sianis said there will be a maintenance review of access to the development as it is under construction and will communicate that with the public.

Attachment: Exhibit C PZC Minutes - April 6, 2022 & May 18, 2022 (O-2022-63 : Ordinance Approving an Amendment to the Town Center PUD

Ms. Woods said they will maintain accessibility.

Com. Moodhe asked if the Village has an ordinance for construction hour.

Mr. Sianis said yes, they are 7am to 5pm. Noting the Village does strongly enforce the ordinance.

Chairperson Cesario closed the public hearing at 10:13 PM.

Com. Weinstein made a motion to grant approval for an amendment to Planned Development Ordinance No. 86-61, as amended, requesting approval for a special use for mixed use Planned Unit Development and approval of a Final Plat of Subdivision and Preliminary and Final Development Plan approval with Special Uses and Variations for a proposed plan for a 20-acre mixed-use redevelopment center with grocery store, retail, restaurants, and multi-family residential at the Buffalo Grove Town Center.

Com. Moodhe seconded the motion

Chairperson talked about the engagement process that took place for the plan. Spoke in favor of the development.

Com. Worlikar spoke in favor of the development and the engagement process that has been done.

Com. Moodhe spoke in favor of the development.

Com. Spunt spoke in favor of the development.

Com. Weinstein spoke in favor of the development and how it is a start of the big picture.

RESULT:	**RECOMMENDATION TO APPROVE [UNANIMOUS]**
	Next: 4/18/2022 7:30 PM
AYES:	Moodhe, Spunt, Cesario, Weinstein, Au, Richards, Worlikar
ABSENT:	Zill Khan
EXCUSED:	Stephen Goldspiel

Regular Meeting

Other Matters for Discussion

Approval of Minutes

1. Planning and Zoning Commission - Regular Meeting - Mar 16, 2022 7:30 PM

RESULT:	**ACCEPTED [UNANIMOUS]**
AYES:	Moodhe, Spunt, Cesario, Weinstein, Au, Richards, Worlikar
ABSENT:	Zill Khan
EXCUSED:	Stephen Goldspiel

Chairman's Report

Committee and Liaison Reports

Com. Weinstein provided Com. Khans notes on the last Board meeting he attended.

Attachment: Exhibit C PZC Minutes - April 6, 2022 & May 18, 2022 (O-2022-63 : Ordinance Approving an Amendment to the Town Center PUD

Staff Report/Future Agenda Schedule

Ms. Woods provided details on upcoming agenda items.

Public Comments and Questions

Adjournment

The meeting was adjourned at 10:22 PM

_____

Chris Stilling

APPROVED BY ME THIS 6th DAY OF April, 2022

Attachment: Exhibit C PZC Minutes - April 6, 2022 & May 18, 2022 (O-2022-63 : Ordinance Approving an Amendment to the Town Center PUD

MINUTES OF THE REGULAR MEETING OF THE PLANNING AND ZONING COMMISSION OF THE VILLAGE OF BUFFALO GROVE HELD IN THE COUNCIL CHAMBERS, 50 RAUPP BOULEVARD, BUFFALO GROVE, ILLINOIS ON WEDNESDAY, MAY 18, 2022

Call to Order

The meeting was called to order at 7:30 PM by Chairman Frank Cesario

Public Hearings/Items For Consideration

1. Consider an Amendment to the Planned Unit of Development at 361 Raymond. (Trustee Johnson) (Staff Contact: Nicole Woods)

Ms. Woods provided a background on the PUD to allow an addition outside the building blocks. Additionally, Ms. Woods reviewed the history of the property and the proposed addition.

Mr. Entman, petitioner's attorney, clarified that it is a room addition. He reviewed the plans and described the petitioners' circumstances and the reason behind the addition. He reviewed the support by the neighbors and the homeowner's association approval.

Com. Richards asked if this creates a precedent within the neighborhood.

Mr. Entman believes that the answer is no, but it could spark ideas.

Ms. Woods commented on the amendment. She noted that if that were to occur, those petitioners would be evaluated on a case-by-case basis.

Com. Worlikar asked the petitioners to walk through the design of the addition and how it will blend in with the neighborhood.

Mr. Pavlovcik, petitioner's architect, reviewed the characteristics of the design.

Com. Worlikar asked if the colors match the existing structure.

Mr. Pavlovcki said he cannot attest to the colors/materials at this time.

Mr. Entman apologized by not have the colors/materials but believe will blend in with the home/existing structure.

Com. Worlikar asked if there were any concerns from their neighbors.

Mr. Youm said there are no complaints from his neighbors, the neighbors are excited.

Chairperson Cesario asked to confirm that the homeowner's association agreed.

Mr. Entman said yes.

The public hearing was closed at 7:52 PM

Com. Khan made a motion to grant a positive recommendation to the Village Board for an amendment to the residential Planned Unit of Development (Ordinance Nos. 2005 - 24, 2005-25, 2005-26) to allow for an addition to extend outside the Building Box 18 as shown on the proposed plan subject to the following conditions listed below:

1. *The addition shall be installed in accordance with the documents and plans submitted as part of the petition.*

Com. Richards seconded the motion.

Attachment: Exhibit C PZC Minutes - April 6, 2022 & May 18, 2022 (O-2022-63 : Ordinance Approving an Amendment to the Town Center PUD

Com. Chairperson spoke in favor of the motion and thanked the homeowner for talking with his neighbors.

Com. Khan spoke in favor of the motion.

RESULT:	**RECOMMENDATION TO APPROVE [UNANIMOUS]**
	Next: 6/20/2022 7:30 PM
AYES:	Spunt, Cesario, Khan, Au, Richards, Worlikar
ABSENT:	Adam Moodhe, Mitchell Weinstein

2. Consider Approval - Amend to PD, SU, Plat of Sub, Prelim & Final Dev Plan, SU and Var. at Town Center (Trustee Johnson) (Staff Contact: Nicole Woods)

Ms. Woods provided a background on the PUD amendment for The Clove.

Mr. Schoditsch, Kensington, reviewed the PUD amendment to The Clove and walked through the process of combining phase 1 and 2, where previously they were going to do them separately. He went over the changes from the original PUD to the amendment, which is due to the development of Chick-Fil-A in the out lot that has changed the trajectory of the project.

Mr. Clark, Lakotakota Group, went through the landscape plan and the walkability plan.

Mr. Rea, Kensington, walked through building B explaining what will be replaced and enhanced.

Mr. Lurk, with Chick-Fil-A, walked through the Chick-Fil-A plan and how the appearance looks like the rest of the development. He reviewed the canopies that are covering the pick-up lanes for their employees. Additionally, he reviewed the signage, materials, and colors that will be used. Lastly he talked about the pickup door vs. pickup window that will be part of the development and the dual drive lane.

Mr. Wells, Urban Street, reviewed their request for 2 foot increase, which has been brought to their attention as they have moved from the plan design phase to the construction phase.

Com. Spunt asked traffic flow.

Mr. Schoditsch explained the traffic flow and access points.

Com. Spunt asked if there would be any car changers in the lot.

Mr. Schoditsch said no.

Com. Spunt asked about Bowlaro and what they will be doing with that building.

Mr. Schoditsch said they don't own Bowlaro but will be paving their lot.

Com. Au asked about the tenants who were going move originally to accommodate Phase 1 and asked what the plan is now for those tenants.

Mr. Schoditsch explained the plan for the tenants.

Com. Au asked about the drive through lane for Chick Fil A and asked if it was going to be enough room in the que for the number of customers they attract.

Mr. Lurk said the current design is to keep traffic off Route 83. He also explained the rest of the traffic flow for cars accessing Chick-Fil-A.

Attachment: Exhibit C PZC Minutes - April 6, 2022 & May 18, 2022 (O-2022-63 : Ordinance Approving an Amendment to the Town Center PUD

Com. Au asked if the cars would back up on Old Checker Rd.

Mr. Lurk said the dual lane will help mitigate the traffic, which is unlike other locations.

Com. Au asked if they know how many cars will be at this location at this time.

Mr. Lurk said he does not.

Mr. Schoditsch noted that in their original traffic study, they included Chick-Fil-A.

Mr. Stilling commented that the proposed Chick-Fil-A would have a 25-stack ability, close to three times what the Village requires.

Com. Richards asked about the safety of those who will have to throw out trash given the proposed location of the dumpster.

Mr. Lurk reviewed the dumpster location and reviewed the safety precautions.

Com. Richards asked if traffic would impact people walking.

Mr. Lurk said it is no different from other locations.

Mr. Schoditsch said there are other safety precautions in place to make sure those who park can safely enter Chick-Fil-A.

Com. Richards asked about the landscape and softening up the area with more landscape.

Mr. Schoditsch said they have tried to increase but explained the limitations they have with Bowlaro.

Mr. Stilling explained that Bowlaro has a significant amount of control over the parking lot.

Com. Spunt asked about the dual lane for Chick-Fil-A.

Mr. Lurk explained that the dual lane provides a safe environment for their workers.

Chairperson Cesario asked if they are aware of the thirteen conditions that are part of the petitioner's packet created by staff.

All Petitioners said yes, they are aware.

Chairperson Cesario asked staff if the proposed variations that were part of the original PUD still exist.

Ms. Woods said the reason they are back is because the plan has refined.

Chairperson Cesario commented that the amendment is modest.

Com. Worlikar asked if there is a similar design in other places for Chick-Fil-A with a dual lane that they could see.

Mr. Lurk said the one in Algonquin is very similar to the proposed Buffalo Grove Chick-Fil-A.

Com. Khan asked if they have contacted IDOT.

Mr. Schoditsch said they have been working with IDOT continuously and have received informal approval from IDOT.

Com. Khan asked if the improvements are enough or if IDOT is asking for more improvements.

Mr. Schoditsch said they are not making any new request.

Com. Spunt asked for additional clarification of the retailers who are staying and where they will be going during construction.

Mr. Schoditsch went over the communication plan with the tenants, noting that they will be down for a few months and are aware of the situation and will continue to know what is going on.

Com. Worlikar asked if they were going to be making improvements to Old Checker Rd.

Mr. Rea said yes, they will be making improvements to Old Checker Rd to Buffalo Grove Road.

Mr. Schoditsch thanked the Commission for their time.

The public hearing was closed at 8:46 PM.

Com. Khan made a motion to grant approval for an amendment to Planned Development Ordinance No. 86-61, as amended, requesting approval for a special use for mixed use Planned Unit Development and approval of a Final Plat of Subdivision and Preliminary and Final Development Plan approval with Special Uses and Variations for a proposed plan for a 20-acre mixed-use redevelopment center with grocery store, retail, restaurants, and multi-family residential at the Buffalo Grove Town Center.

Com. Richards second the motion.

Com. Au spoke in favor of the motion.

Chairperson Cesario spoke in favor of the motion.

RESULT:	**APPROVED [UNANIMOUS]**
AYES:	Spunt, Cesario, Khan, Au, Richards, Worlikar
ABSENT:	Adam Moodhe, Mitchell Weinstein

Regular Meeting

Other Matters for Discussion

1. Workshop - Proposed Retail Building at 41 S McHenry (Trustee Pike) (Staff Contact: Nicole Woods)

Ms. Woods provided a brief background on proposed 10,000 square feet retail building at 41 S. McHenry Rd.

Mr. Goltz provided addition background on the development of the proposed development at 41 S. McHenry Rd.

Com. Spunt asked if it would be better positioned in The Clove.

Mr. Goltz said it is more complementary to the Clove with the hospital in mind.

Com. Spunt asked the petitioner to explain Wild Fork.

Mr. Goltz described the tenant as grab and go establishment.

Ms. Woods commented on the development and why the development works in accordance with the Lake Cook Road Corridor plan.

Com. Au explained more on Wildfork.

Attachment: Exhibit C PZC Minutes - April 6, 2022 & May 18, 2022 (O-2022-63 : Ordinance Approving an Amendment to the Town Center PUD

Com. Au asked if the parking needs to be reconfigured for drivers who do delivery.

Mr. Goltz explained the grab n go concepts, which puts no additional pressure or stress on parking.

Com. Worlikar asked about access and traffic flow to the proposed retail development.

Mr. Goltz said the access will remain what it is today.

Com. Richards asked if the vet clinic was 24 hours.

Mr. Goltz said no.

Chairperson Cesario said the elevation is beautiful and really likes the concept design.

Mr. Goltz thanked the Chairperson Cesario.

Chairperson Cesario asked if they had any question they would like answered by the Commission.

Mr. Goltz said no.

Chairperson asked staff if they have anything they want the Commission to ask.

Staff said no.

Approval of Minutes

1. Planning and Zoning Commission - Regular Meeting - Apr 20, 2022 7:30 PM

RESULT:	**ACCEPTED [5 TO 0]**
AYES:	Spunt, Cesario, Au, Richards, Worlikar
ABSTAIN:	Zill Khan
ABSENT:	Adam Moodhe, Mitchell Weinstein

Chairman's Report

Chairperson Cesario congratulated the current members of the PZC on their reappointment to the Commission and went of the new addition to the Commission.

Committee and Liaison Reports

Chairperson Cesario provided a report of the Village Board meeting he attended.

Staff Report/Future Agenda Schedule

Ms. Woods provided an overview of what the future agenda schedule will be.

Public Comments and Questions

Adjournment

The meeting was adjourned at 9:12 PM

Attachment: Exhibit C PZC Minutes - April 6, 2022 & May 18, 2022 (O-2022-63 : Ordinance Approving an Amendment to the Town Center PUD

Chris Stilling

APPROVED BY ME THIS __18th____ DAY OF __May__, 2022

Ordinance No. O-2022-64 : An Ordinance Providing for the Issuance of Tax Increment Financing Revenue Notes (Buffalo Grove Lake Cook Road Project), of the Village of Buffalo Grove, Lake and Cook Counties, Illinois, and Providing for the Execution of a Depository Agreement and Note Orders in Connection Therewith

Recommendation of Action

Staff recommends that the Village Board approve an Ordinance providing for the issuance of Tax Increment Financing Revenue Notes and providing for the execution of a depository agreement and note orders in connection therewith, subject to the final review and approval of the Village Attorney.

In conjunction with the terms and conditions of the Redevelopment Agreement (RDA), Kensington Development Partners (Kensington), is seeking approval of an Ordinance authorizing the issuance of Tax Increment Financing (TIF) Revenue Notes. The terms of these notes reflect the same terms as the RDA and are required to be approved by separate Board action.

ATTACHMENTS:

- BOT Memo 6.16.22 (DOCX)
- TIF Note Ordinance (DOCX)
- Ex A- First Lien Note (DOCX)
- Ex B- Second Lien Note (DOCX)
- Ex C- Third Lien Note (DOCX)
- Ex D- Depository Agreement (DOCX)

Trustee Liaison	**Staff Contact**
Johnson	Chris Stilling, Community Development

Monday, June 20, 2022	

VILLAGE OF BUFFALO GROVE

DATE: June 16, 2022

TO: President Sussman and Trustees

FROM: Christopher Stilling, Deputy Village Manager

SUBJECT: Ordinance Approving TIF Revenue Notes for the Clove

BACKGROUND

In conjunction with the terms and conditions of the Redevelopment Agreement (RDA), Kensington Development Partners (Kensington), is seeking approval of an Ordinance authorizing the issuance of Tax Increment Financing (TIF) Revenue Notes. The terms of these notes reflect the same terms as the RDA and are required to be approved by separate Board action.

STAFF RECOMMENDATION

Staff recommends that the Village Approve the attached Ordinance and Exhibits autorizing the issuance of Tax Increment Financing (TIF) Revenue Notes for the Clove. The Village's financial contribution to facilitate the development are derived from revenues generated by Kensington's and Urban Street's investment and the TIF District and do not include any general obligation of the Village. Staff recommends that the Village Board approve the attached Redevelopment Agreement with Kensington and Urban Street, subject to the final review and approval of the Village Attorney.

SUMMARY

As outlined in the RDA, the Village agrees to provide up to three (3) developer notes to Kensington for a combined total amount not to exceed $22.75 million. The first and second developer note will be monetized (sold) by Kensington at the time they close on the property to provide up front capital to the project. These two notes are intended to allow Kensington to net a certain amount of upfront capital. The second note will only be provided if Kensington is unable to reach their target net amount.

The third note will be a provided directly to Kensington once they complete 80% of their retail project. The amount of the third note will be the difference between the maximum note amount of $22.75 million less what Kensington is able to net for the sale of the first and second note combined as noted above.

The sources of revenue to support all three (3) notes are from are from the projects investment, new shared sales tax revenue and the TIF District. The Village does not have a general obligation to support these notes and only the project generated revenue and TIF District revenue will be used per the terms of the RDA. Should project and TIF revenues not materialize, any shortfall will be at the risk of the owners of the Note and/or Developer, not the Village. As part of the development and negotiations of the RDA, the Village retained SB Friedman (SBF) to assist in the deal review and provide their overall assessment of the projects

Attachment: BOT Memo 6.16.22 (O-2022-64 : Ordinance Providing the Issuance of TIF Revenue Notes, Depository Agmt. and Note Orders for

financial structure. SBF found that the developer's projections and need for requested assistance as outlined in the RDA is warranted to ensure that the project proceeds.

ACTION REQUESTED

Staff recommends that the Village Board approve the attached Ordinance providing for the issuance of Tax Increment Financing Revenue Notes and providing for the execution of a depository agreement and note orders in connection therewith, subject to the final review and approval of the Village Attorney. The final note amounts and exhibits will be provided once the notes are sold.

ORDINANCE NUMBER 2022-__

AN ORDINANCE providing for the issuance of Tax Increment Financing Revenue Notes (Buffalo Grove Lake Cook Road Project), of the Village of Buffalo Grove, Lake and Cook Counties, Illinois, and providing for the execution of a depository agreement and note orders in connection therewith.

Adopted by the President and Board of Trustees on the 20th day of June, 2022.

Published in Pamphlet Form by Authority of said Corporate Authorities on the 20th day of June, 2022

Attachment: TIF Note Ordinance (O-2022-64 : Ordinance Providing the Issuance of TIF Revenue Notes, Depository Agmt. and Note Orders for

ORDINANCE NUMBER 2022-__

AN ORDINANCE providing for the issuance of Tax Increment Financing Revenue Notes (Buffalo Grove Lake Cook Road Project), of the Village of Buffalo Grove, Lake and Cook Counties, Illinois, and providing for the execution of a depository agreement and note orders in connection therewith.

WHEREAS, the Village of Buffalo Grove, Lake and Cook Counties, Illinois (the *"Village"*), is a duly organized and existing municipality created under the provisions of the law of the State of Illinois (the *"State"*), and is now operating under the provisions of the Illinois Municipal Code, as amended (the *"Municipal Code"*), including the Tax Increment Allocation Redevelopment Act, as supplemented and amended (the *"TIF Act"*), the Local Government Debt Reform Act of the State, as amended (the *"Debt Reform Act"*), the other Omnibus Bond Acts of the State, each as amended, and the powers of the Village as a home rule unit of government authorized to exercise any power or perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and incur debt (the *"Home Rule Powers"* and, collectively with the Municipal Code, the TIF Act, the Debt Reform Act and the other Omnibus Bonds Acts, the *"Act"*); and

WHEREAS, in accordance with the Act, on the 20th day of July, 2020, the President and Board of Trustees of the Village (the *"Corporate Authorities"*) adopted (A) Ordinance No. 2020-056, approving a redevelopment plan (the *"Redevelopment Plan"*) and project for The 2020 Buffalo Grove Lake Cook Road TIF District Redevelopment Project Area (as legally described in the Redevelopment Agreement (as hereinafter defined), the *"Redevelopment Project Area"*), (B) Ordinance No. 2020-057, designating the Redevelopment Project Area, and (C) Ordinance No. 2020-058, adopting tax increment allocation financing for the Redevelopment Project Area and creating a special tax allocation fund therefor (the *"Special Tax Allocation Fund"*); and

WHEREAS, on the 20th day of June, 2022, the Corporate Authorities adopted Ordinance Number 2022-___, authorizing the execution of that certain Redevelopment Agreement (the *"Redevelopment Agreement"*) among the Village, IMKD 5 LLC (the *"Retail Developer"*) and BGA Residential, LLC (the *"Residential Developer"* and, together with the Retail Developer, the *"Developers"*); and

WHEREAS, pursuant to the Redevelopment Agreement the Developers have agreed to assemble real property or rights therein on a site within the Redevelopment Project Area (as legally described in the Redevelopment Agreement, the *"Property"*), and to construct on the Property certain retail, commercial and office improvements (including all electrical, engineering, financial, legal and other related services and expenditures, collectively, the *"Redevelopment Project"*), as described in the Redevelopment Agreement; and

WHEREAS, the Village has heretofore determined that it is advisable and necessary and in the best interests of the Village that the costs of the Redevelopment Project now be paid or reimbursed, and, to that effect, the Village wishes to provide in this Ordinance for the issuance of the hereinafter defined Notes, for the continuation and operation of the Special Tax Allocation Fund and the accounts therein, and for the execution of a Depository Agreement (as hereinafter defined) to be executed by the Village related to certain of the Notes; and

WHEREAS, all of the costs of the Redevelopment Project to be financed with the proceeds of the Notes constitute eligible "redevelopment project costs" under the TIF Act and have been approved by the Corporate Authorities in the Redevelopment Plan; and

WHEREAS, the Village has insufficient cash on hand and lawfully available to pay the costs of the Redevelopment Project and does hereby determine that it is necessary and advisable at this time to borrow money, and in evidence thereof issue various series of revenue notes of the Village in the aggregate principal amount of not to exceed $28,000,000 to pay the same; and

WHEREAS, the Corporate Authorities hereby determine that it is advisable to provide for the issuance of the Notes secured by the Village Funds (as hereinafter defined) and to establish the priority of liens therefrom:

NOW, THEREFORE, Be It Ordained by the President and Board of Trustees of the Village of Buffalo Grove, Lake and Cook Counties, Illinois, in the exercise of its home rule powers, as follows:

Section 1. Incorporation of Preambles. The Corporate Authorities hereby find that all of the recitals contained in the preambles to this Ordinance are true, correct and complete and do incorporate them into this Ordinance by this reference.

Section 2. Definitions. The following words and terms used in this Ordinance shall have the following meanings unless the context or use clearly indicates another or different meaning is intended.

A. The following words and terms are as defined in the preambles hereto.

Act
Corporate Authorities
Debt Reform Act
Developers
Home Rule Powers
Municipal Code
Property
Redevelopment Agreement
Redevelopment Plan
Redevelopment Project
Redevelopment Project Area
Residential Developer
Retail Developer
Special Tax Allocation Fund
State
TIF Act
Village

B. The following words and terms are defined as set forth.

"Accounts" means, collectively, the First Lien Note and Interest Account, the Second Lien Note and Interest Account and the Third Lien Note and Interest Account.

"Authorized Denominations" means $100,000 and increments of $1 in excess thereof, or such other denominations as set forth in a Note Order.

"Bond Counsel" means Chapman and Cutler LLP, Chicago, Illinois, or any other nationally recognized bond counsel acceptable to the Village.

"Code" means the Internal Revenue Code of 1986, as amended.

"Counties" means The Counties of Lake and Cook, Illinois.

"County Clerks" means the County Clerks of the Counties.

"Current Debt Service Requirement" means, with respect to any of the Notes, the principal of and interest on such Note due during the current Note Year.

"Designated Officers" means the President, Clerk, Deputy Village Clerk, Village Manager, Deputy Village Manager, Treasurer, and the Director of Finance and General Services or any two of them acting together, and successors or assigns.

"Excess Amount Account" has the meaning set forth in Section 10 hereof.

"Final Maturity" means (A) the date on which the Village has made provision for or payment in full of all principal of and interest on a series of the Notes, or (B) the Final Maturity Date.

"Final Maturity Date" means the earlier of 20 years from the date of issuance or December 31, 2044.

"First and Second Lien Note Issuance Date" means the date on which the Funding Conditions (as defined in the Redevelopment Agreement) are met.

"First Lien Debt Service Reserve Requirement" means $500,000.

"First Lien Note and Interest Account" means the First Lien Note and Interest Account of the Special Tax Allocation Fund created hereunder for the payment of the principal of and interest on the First Lien Note.

"First Lien Note" means the Tax-Exempt Notes issued on the First and Second Lien Note Issuance Date for purposes of reimbursing a portion of the costs of the Project, payable from the First Lien Note and Interest Account.

"Incremental Property Taxes" means the ad valorem taxes, if any, arising from the taxes levied upon the Property, which taxes are attributable to the increases in the then current equalized assessed value of each taxable lot, block, tract, or parcel in the Property over and above the total initial equalized assessed value of each such lot, block, tract, or parcel of real property, all as determined by the County Clerks pursuant to and in accordance with the TIF Act, the TIF Ordinances and the Redevelopment Agreement.

"Inflationary Incremental Property Tax Revenues" means the annual projected incremental ad valorem taxes on certain property within the Redevelopment Project Area as set forth in the Redevelopment Agreement.

"NCH Incremental Property Tax Revenues" means the Incremental Property Taxes generated from the parcels comprising the Northwest Community Hospital development including the future outlot, less Village administrative fees of 5%, all as provided in the Redevelopment Agreement.

"Note Order" means the written note order signed by the Designated Officers either setting forth certain details of a series of the Notes as described in Section 11 hereof or a Village Pledge Deficiency as described in Section 4(i) hereof.

"Note Register" means the books of the Village kept by the Note Registrar to evidence the registration and transfer of the Notes.

"Note Registrar" means the Treasurer of the Village, as note registrar and paying agent, or a successor thereto.

"Note Year" means that 12 calendar month period beginning on January 2 of any calendar year and ending on January 1 of the following calendar year.

"Noteholder" or *"holder"* means the registered owner of a Note.

"Notes" means, collectively, the First Lien Note, the Second Lien Note and the Third Lien Note.

"Ordinance" means this Ordinance, numbered 2022-___ and passed by the Corporate Authorities on the 20th day of June, 2022.

"Outstanding" when used with reference to Notes, or *"Notes Outstanding"* means all Notes which have been authenticated and delivered by the Note Registrar, except the following:

(a) Notes canceled or delivered to the Note Registrar for cancellation.

(b) Notes that have become due (at maturity, on redemption, or otherwise) and for the payment, including interest accrued to the due date, of which sufficient moneys are held by the Note Registrar.

(c) Notes deemed paid in accordance with this Ordinance.

(d) Notes in lieu of which others have been authenticated hereunder.

"Project Incremental Property Tax Revenues" means the Incremental Property Taxes from the Project, less annual Village administrative fee of 5%.

"Property" shall have the meaning ascribed to such term in the Redevelopment Agreement.

"Qualified Purchaser" means either (i) a "qualified institutional buyer" as defined in Rule 144A promulgated by the Securities and Exchange Commission pursuant to the Securities Act of 1933, as amended, or (ii) an "accredited investor" as defined in Rule 501 of Regulation D as

promulgated by the Securities and Exchange Commission pursuant to the Securities Act of 1933, as amended, executing and delivering to the Village a Qualified Purchaser Letter.

"Qualified Purchaser Letter" means a letter provided by a Qualified Purchaser to the Village in connection with the transfer or assignment of the First Lien Note or the Second Lien Note in a form customary in the industry for transactions of this nature.

"Record Date" means the date set forth in the Note Order for a series of the Notes of each calendar year with respect to any regularly scheduled interest payment date and the fifteenth day prior to any interest payment date caused by a redemption of Notes on other than a regularly scheduled interest payment date.

"Sales Tax" shall have the meaning ascribed to such term in the Redevelopment Agreement.

"Second Lien Note" means the Tax-Exempt Notes issued on the First and Second Lien Note Issuance Date for purposes of reimbursing a portion of the costs of the Project, payable from the Second Lien Note and Interest Account.

"Second Lien Note and Interest Account" means the Second Lien Note and Interest Account of the Special Tax Allocation Fund created hereunder for the payment of the principal of and interest on the Second Lien Note.

"Shared Sales Tax Revenues" means fifty percent (50%) of the result of subtracting from Sales Tax the first $250,000 of Sales Tax per year.

"Stated Maturity" when used with respect to any Notes or any interest thereon means the date specified in the Notes as the fixed date on which the principal of the Notes or such interest is due and payable, whether by maturity, mandatory redemption, or otherwise.

"Tax-Exempt" means, with respect to Notes, the status of interest accrued, paid and received thereon as excludable from the gross income of the owners thereof under the Code for federal income tax purposes.

"Tax-Exempt Notes" means, collectively, all series of Notes issued as Tax-Exempt.

"Taxable Notes" means any Notes issued hereunder on other than a Tax Exempt basis.

"Third Lien Note" means the Notes issued on the Third Lien Note Issuance Date for the purposes of reimbursing a portion of the costs of the Project, payable from the Village Funds.

"Third Lien Note and Interest Account" means the Third Lien Note and Interest Account of the Special Tax Allocation Fund created hereunder for the payment of the principal of and interest on the Third Lien Note.

"Third Lien Note Taxable Interest Rate" means the rate equal to the greater of (i) 150% of the Third Lien Note Tax-Exempt Interest Rate or (ii) 600 basis points above the 20-year U.S. treasury security as set forth on the Daily Treasury Par Yield Curve Rates on the treasury.gov website on the Third Lien Note Issuance Date, but in no event to exceed twelve percent per annum (12%).

"Third Lien Note Tax-Exempt Interest Rate" means 6.75%.

"Third Lien Note Issuance Date" means the date on which all of the conditions set forth in the first sentence of Section 5.3(B) of the Redevelopment Agreement have been satisfied.

"Village Funds" means, collectively, the Project Incremental Property Tax Revenues, the NCH Incremental Property Tax Revenues, the Shared Sales Tax Revenues and the Inflationary Incremental Property Tax Revenues pledged to the payment of the Notes, subject to the terms of the Redevelopment Agreement.

Section 3. Determination to Issue Notes. It is necessary and in the best interests of the Village to borrow money and issue the Notes to reimburse a portion of the costs of the

Redevelopment Project as enumerated in the preambles hereto, and all related costs and expenses incidental thereto. It is hereby expressly found and determined that such borrowings are authorized pursuant to the Act, is a proper public purpose for the Village, and is further authorized pursuant to the home rule authority of the Village.

Section 4. Note Details . (a) *General.* For the purposes specified in Section 3 there shall be issued to the Retail Developer, in reimbursement of TIF Eligible Expenses (as defined in the Redevelopment Agreement) incurred thereby, as determined in accordance with the Redevelopment Agreement, the various series of Notes described in paragraphs (b) through (d) of this Section. In the aggregate, the principal amount of all Notes issued hereunder, upon issuance, shall not exceed $28,000,000, with each series of the Notes being also subject to the separate, respective principal limitations set forth in said subsections (b) through (d). The Notes shall be issued pursuant to this Ordinance and a Note Order with respect to each series of Notes to be issued, and shall be issued upon the incurrence of TIF Eligible Expenses by the Retail Developer which has been certified to the Village as described in the Redevelopment Agreement. In accordance with Section 5.3(A) of the Redevelopment Agreement, the net proceeds from the issuance of the Notes to the Retail Developer shall not exceed $22,750,000.

(b) *The First Lien Note.* The First Lien Note shall be issued on the First and Second Lien Note Issuance Date in a principal amount not to exceed $20,000,000, shall be designated "First Lien Tax Increment Revenue Note, Series 2022 (Buffalo Grove Lake Cook Road Project)" with such additional titles or designations as shall be deemed necessary to properly identify the First Lien Note, shall be dated the date of the issuance thereof and shall also bear the date of authentication thereof all as set forth in a Note Order. The First Lien Note shall be Tax-Exempt Notes, shall be in fully registered form, shall be in Authorized Denominations, or such other denominations as shall be set forth in the applicable Note Order, shall be numbered consecutively

in such fashion as shall be determined by the Note Registrar, and shall bear interest at the rate of interest set forth in the Note Order (such rate of interest not to exceed 6.75%). The principal of and interest on the First Lien Note will be payable on the dates of the years as set forth in the Note Order in accordance with an amortization schedule for the First Lien Note to be issued by the Village on the First and Second Lien Note Issuance Date and included in the Note Order for the First Lien Note, *provided, however*, that the final maturity of the First Lien Note pursuant to such amortization schedule shall be not later than the Final Maturity Date.

(c) *The Second Lien Note.* The Second Lien Note shall be issued on the First and Second Lien Note Issuance Date in a principal amount not to exceed $4,000,000, shall be designated "Second Lien Tax Increment Revenue Note, Series 2022 (Buffalo Grove Lake Cook Road Project)" with such additional titles or designations as shall be deemed necessary to properly identify the Second Lien Note, shall be dated the date of the issuance thereof, and shall also bear the date of authentication thereof all as set forth in a Note Order. The Second Lien Note shall be Tax-Exempt Notes, shall be in fully registered form, shall be in Authorized Denominations, or such other denominations as shall be set forth in the applicable Note Order, shall be numbered consecutively in such fashion as shall be determined by the Note Registrar, and shall bear interest at the rate of interest set forth in the Note Order (such rate of interest not to exceed 7.00%). The principal of and interest on the Second Lien Note will be payable on the dates of the years as set forth in the Note Order in accordance with an amortization schedule for the Second Lien Note to be issued by the Village on the First and Second Lien Note Issuance Date and included in the Note Order for the Second Lien Note, *provided, however*, that the final maturity of the Second Lien Note pursuant to such amortization schedule shall be not later than the Final Maturity Date.

(d) *The Third Lien Note.* The Third Lien Note shall be issued on the Third Lien Note Issuance Date in a principal amount not to exceed $8,000,000, shall be designated "Third Lien Tax

Increment Revenue Note, Series 20__ (Buffalo Grove Lake Cook Road Project)" with such additional titles or designations as shall be deemed necessary to properly identify the Third Lien Note, shall be dated the date of the issuance thereof, and shall also bear the date of authentication thereof all as set forth in a Note Order. The Third Lien Note shall be in fully registered form, shall be in Authorized Denominations, or such other denominations as shall be set forth in the applicable Note Order, and shall be numbered consecutively in such fashion as shall be determined by the Note Registrar. The Third Lien Note, or any portion thereof, may be issued as Tax-Exempt Notes or Taxable Notes. Third Lien Note issued as Tax-Exempt Notes shall bear interest at the Third Lien Note Tax-Exempt Interest Rate, and Third Lien Note issued as Taxable Notes shall bear interest at the Third Lien Note Taxable Interest Rate. Interest on the Third Lien Note shall be payable on the dates set forth in the Note Order. The principal of the Third Lien Note shall be paid annually on the date set forth in the Note Order, and the amount so paid shall be equal to the amount on hand in the Special Tax Allocation Fund following payment of the principal of and interest then due on the First Lien Note and the Second Lien Note and the payment of interest due on the Third Lien Note. The Third Lien Note shall mature at Final Maturity.

(e) *Additional Provisions.* Each Note shall bear interest from the later of its date of issuance as provided herein or from the most recent Interest Payment Date to which interest has been paid or duly provided for, until the principal amount of such Notes are paid or duly provided for. Interest when due shall be paid as hereinafter provided from (i) with respect to the First Lien Note, from the First Lien Note and Interest Account, (ii) with respect to the Second Lien Note, from the Second Lien Note and Interest Account, and (iii) with respect to the Third Lien Note, from the Third Lien Note and Interest Account.

Failure to pay when due any installment of interest or principal on the Notes due to insufficiency of the Village Funds on deposit in such accounts, whether at Stated Maturity, Final

Maturity or otherwise, shall in no event be deemed to be an event of default on the Notes, unless such insufficiency is caused by a default by the Village under the Redevelopment Agreement. It is hereby expressly provided that in the event that there is an insufficiency of the respective revenues pledged to the payment of a series of the Notes to pay any amount of principal of or interest on the Notes on Final Maturity, the obligation to pay any such principal of or interest on the Notes shall be extinguished and shall not be deemed to be owing and unpaid, it being the express intent of the Village that the Notes and all obligations arising thereunder shall be fully released upon Final Maturity, unless such insufficiency is caused by a default by the Village under the Redevelopment Agreement.

Interest on each Note shall be paid by check or draft of the Note Registrar, payable upon presentation thereof in lawful money of the United States of America, to the person in whose name such Note is registered at the close of business on the Record Date, and mailed to the registered owner of the Note as shown in the Note Registrar or at such other address furnished in writing by such Registered Owner. The principal of or redemption price due on the Notes shall be payable in lawful money of the United States of America upon presentation thereof at the principal office maintained for the purpose by the Note Registrar.

Section 5. Redemption. (a) *Mandatory Redemption.* Each of the First Lien Note and the Second Lien Note shall be issued as term notes and shall be subject to mandatory redemption from amounts on deposit in, respectively, the First Lien Note and Interest Account and the Second Lien Note and Interest Account as provided in the amortization schedule set forth in the respective Note Order for such series of the Notes, and as attached to the respective Notes. Each year, on the date set forth in the Note Order, the Note Registrar shall proceed with the redemption and prepayment of the First Lien Note and the Second Lien Note without further notice

or direction from the Village, to the extent of and solely from the amount on deposit in the First Lien Note and Interest Account and the Second Lien Note and Interest Account, respectively.

(b) *Optional Redemption.* The First Lien Note and the Second Lien Note are each subject to redemption prior to maturity at the option of the Village, in whole or in part, from any available funds, on a date set forth in the Note Order (which date is at least seven years after the First and Second Lien Note Issuance Date), and on any date thereafter, at the redemption price of par plus accrued interest to the redemption date. The Third Lien Note is subject to redemption prior to maturity at the option of the Village, in whole or in part, from any available funds, on any date, at the redemption price of par plus accrued interest to the redemption date.

Section 6. Redemption Procedure. The Notes subject to redemption shall be identified and paid and redeemed and notice given pursuant to the procedures as follows:

A. Notice to Note Registrar. The Village shall, at least five (5) days prior to the redemption date (unless a shorter time period shall be satisfactory to the Note Registrar), notify the Note Registrar of such redemption date and of the maturities and principal amounts of Notes to be redeemed.

B. Official Notice of Redemption. Unless waived by the registered owner of Notes to be redeemed, official notice of any such redemption shall be given by the Note Registrar on behalf of the Village by mailing the redemption notice by first class U.S. mail not less than 20 days and not more than 60 days prior to the date fixed for redemption to each registered owner of the Note or Notes to be redeemed at the address shown on the Note Register or at such other address as is furnished in writing by such registered owner to the Note Registrar.

All official notices of redemption shall include at least the information as follows:

(1) the redemption date;

(2) the redemption price;

(3) if less than all of the Outstanding Notes of a particular maturity are to be redeemed, the identification (and, in the case of partial redemption of Notes within such maturity, the respective principal amounts) of the Notes to be redeemed;

(4) a statement that on the redemption date the redemption price will become due and payable upon each such Note or portion thereof called for redemption and that interest thereon shall cease to accrue from and after said date; and

(5) the place where such Notes are to be surrendered for payment of the redemption price, which place of payment shall be the principal office maintained for the purpose by the Note Registrar.

C. Conditional Redemption. Unless moneys sufficient to pay the redemption price of the Notes to be redeemed shall have been received by the Note Registrar prior to the giving of such notice of redemption, such notice may, at the option of the Village, state that said redemption shall be conditional upon the receipt of such moneys by the Note Registrar on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the Village shall not redeem such Notes, and the Note Registrar shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not so received and that such Notes will not be redeemed.

D. Notes Shall Become Due. Subject to the stated condition in paragraph C immediately preceding, official notice of redemption having been given as aforesaid, the Notes or portions of Notes so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Village shall default in the payment of the redemption price) such Notes or portions of Notes shall cease to bear interest. Upon surrender of such Notes for redemption accordance with said notice, said Notes shall be paid by the Note Registrar at the redemption price.

The procedure for payment of interest due as part of the redemption price shall be as herein provided for payment of interest otherwise due.

E. Notes to be Cancelled. All Notes which have been redeemed shall be cancelled and destroyed by the Note Registrar and shall not be reissued.

Section 7. Execution; Authentication. A. *Execution.* The Notes shall be executed on behalf of the Village by the manual or facsimile signature of its President and be attested by the manual or facsimile signature of its Village Clerk, as they may determine, and shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the Village. In case any such officer whose signature shall appear on any Note shall cease to be such officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

B. *Authentication.* All Notes shall have thereon a certificate of authentication, duly executed by the Note Registrar as authenticating agent of the Village and showing the date of authentication. No Note shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Note Registrar by manual signature, and such certificate of authentication upon any such Note shall be conclusive evidence that such Note has been authenticated and delivered under this Ordinance. The certificate of authentication on any Note shall be deemed to have been executed by it if signed by an authorized officer of the Note Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Notes issued hereunder.

Section 8. Registration of Notes; Identity of Owners. The Village hereby directs the Note Register to be kept at the principal office maintained for that purpose by the Note Registrar

in Buffalo Grove, Illinois, which is hereby constituted and appointed the Note Registrar of the Village for the Notes.

Notes may be transferred only on the Note Register. Upon surrender for transfer of any Note to the Note Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the holder or the holder's attorney duly authorized in writing, the Note Registrar will authenticate a new Note or Notes of the same Series in an equal total principal amount and of the same maturity and registered in the name of the transferee.

Notes may be exchanged for an equal total principal amount of Notes of the same series and of the same maturity of different authorized denominations. The Note Registrar will authenticate and deliver Notes that the Noteholder making the exchange is entitled to receive, bearing numbers not then outstanding.

The Note Registrar will not be required to transfer or exchange any Note called for redemption or during the period beginning 15 days before the mailing of notice calling the Notes or any portion of the Notes for mandatory purchase or for redemption and ending on the mandatory purchase date or the redemption date, as the case may be.

The Note Registrar shall deliver to the transferee any applicable notice of redemption or mandatory tender for purchase when it effects a transfer or exchange of any Note after the mailing of notice calling the Note or any portion of the Note for redemption or mandatory tender for purchase.

The registered owner of a Note shall be the absolute owner of the Note for all purposes, and payment of principal or interest shall be made only to or upon the written order of the holder or the holder's legal representative.

The Note Registrar will require the payment by a Noteholder requesting exchange or transfer of any tax or other governmental charge required to be paid in respect of the exchange or transfer but will not impose any other charge.

Each of the Notes may be transferred only as a whole, and not in part. The Notes may only be assigned, transferred or pledged as set forth in Section 14 hereof.

Section 9. Form of the Notes. The First Lien Note shall be in substantially the form attached hereto as *Exhibit A* and the Second Lien Note shall be in substantially the form attached hereto as *Exhibit B*, each with such changes as may be required to reflect the requirements of the applicable Note Order and the Redevelopment Agreement. The Third Lien Note shall be in substantially the form attached hereto as *Exhibit C,* with such changes as may be required to reflect the requirements of the applicable Note Order and the Redevelopment Agreement.

Section 10. Creation of Accounts; Pledged of Revenues; Flow of Funds.

A. *Creation of Accounts.* There are hereby created in the Village's Special Tax Allocation Fund, the following accounts of the Village: the *"First Lien Note and Interest Account",* the *"Second Lien Note and Interest Account"* and the *"Third Lien Note and Interest Account."*

There are hereby further created within the First Lien Note and Interest Account the following Accounts: the *"First Lien Note General Account"*, the *"First Lien Note Capitalized Interest Account"* and the *"First Lien Note Debt Service Reserve Account."* Payments on the First Lien Note shall be made from the First Lien Note General Account. The First Lien Note Capitalized Interest Account shall hold proceeds of the First Lien Note, said amounts to be used to pay the first interest coming due on the First Lien Note (*"Capitalized Interest"*) until all amounts on deposit in said account have been fully spent. The First Lien Note Debt Service Reserve Account shall not be funded at the time of the issuance of the First Lien Note, but will be funded

over time and shall be held for the purpose of paying the principal of and interest on the First Lien Note at such time as there is a deficiency in amounts on hand in the General Account to pay the principal of and interest on the First Lien Note when due. The First Lien Note Capitalized Interest Account and the First Lien Note Debt Service Reserve Account shall be held by Amalgamated Bank of Chicago, Chicago, Illinois (the *"Depository"*) pursuant to a Depository Agreement between the Village and the Depository in substantially the form attached hereto as *Exhibit D*. In accordance with the Depository Agreement, the Depository will transfer funds to the Village for deposit into the General Account of the First Lien Note and Interest Account when necessary to make payments on the First Lien Note.

There are hereby further created within the Second Lien Note and Interest Account the following Accounts: the *"Second Lien Note General Account"* and the *"Second Lien Note Capitalized Interest Account."* Payments on the Second Lien Note shall be made from the Second Lien Note General Account. The Second Lien Note Capitalized Interest Account shall hold proceeds of the Second Lien Note, said amounts to be used to pay the first interest coming due on the Second Lien Note until all amounts on deposit in said account have been fully spent. The Second Lien Note Capitalized Interest Account may, if so determined in the Note Order, be held by the Depository pursuant to a Depository Agreement between the Village and the Depository in substantially the form attached hereto as *Exhibit D*. In accordance with the Depository Agreement, the Depository will transfer funds to the Village for deposit into the General Account of the Second Lien Note and Interest Account when necessary to make payments on the Second Lien Note.

There are hereby further created within the Third Lien Note and Interest Account the following Accounts: the *"Excess Amount Account"*, the *"Tax-Exempt Third Lien Note Account"* and the *"Taxable Third Lien Note Account."* Amounts on deposit in the Excess Amount Account shall be paid to the Retail Developer on the Third Lien Note Issuance Date to reimburse the Retail

Developer for Eligible Expenses. Payments on any Third Lien Note issued as Tax-Exempt Notes shall be paid from the Tax-Exempt Third Lien Note Account, and payments on any Third Lien Note issued as Taxable Notes shall be paid from the Taxable Third Lien Note Account.

B. *Pledge of Village Funds.* For the prompt payment of principal of and interest on the Notes when due, the Village hereby pledges, in accordance with the priorities set forth below, the Village Funds to the Notes. The Notes, together with the interest thereon are limited obligations of the Village, payable solely and only from (i) with respect to the First Lien Note, the Village Funds on hand in the First Lien Note and Interest Account, (ii) with respect to the Second Lien Note, the Village Funds on hand in the Second Lien Note and Interest Account and (iii) with respect to the Third Lien Note, the Village Funds on hand in the Third Lien Note and Interest Account. NO NOTEHOLDER SHALL HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY TAXING POWER OF THE VILLAGE FOR PAYMENT OF PRINCIPAL THEREOF OR INTEREST ON THE NOTES. THE NOTES DO NOT CONSTITUTE AN INDEBTEDNESS OF THE VILLAGE OR A LOAN OF CREDIT THEREOF WITHIN THE MEANING OF ANY STATUTORY OR CONSTITUTIONAL LIMITATION. FAILURE TO PAY WHEN DUE ANY INTEREST ON OR PRINCIPAL OF THE NOTES DUE TO INSUFFICIENCY OF THE VILLAGE FUNDS ON DEPOSIT IN THE APPLICABLE ACCOUNT, WHETHER AT STATED MATURITY, FINAL MATURITY OR OTHERWISE, SHALL IN NO EVENT BE DEEMED TO BE AN EVENT OF DEFAULT ON THE NOTES, UNLESS SUCH INSUFFICIENCY IS CAUSED BY A DEFAULT BY THE VILLAGE UNDER THE REDEVELOPMENT AGREEMENT.

C. *Flow of Funds.* The Village covenants and agrees that all Village Funds required to be deposited into the Special Tax Allocation Fund shall be deposited into the Special Tax Allocation Fund as provided in the Redevelopment Agreement. On December 15 of each year, the Treasurer shall deposit all Village Funds which have been received by the Treasurer for deposit into the Special Tax Allocation Fund for deposit to the separate accounts as follows:

(a) *First Lien Note and Interest Account.* The Treasurer shall first credit to and shall immediately transfer for deposit into the General Account of the First Lien Note and Interest Account the amount of Village Funds necessary to pay the Current Debt Service Requirement for the First Lien Note. If, upon any accounting there are Village Funds in the General Account First Lien Note and Interest Account in excess of the Current Debt Service Requirement for the First Lien Note, such excess funds shall first be transferred by the Treasurer to the First Lien Note Debt Service Reserve Account as described below.

Except as hereinafter or in any Note Order provided, moneys to the credit of the First Lien Note and Interest Account shall be used solely and only for the purpose of paying principal of and premium, if any, and interest on the First Lien Note as the same become due upon maturity or redemption prior to maturity.

(b) *First Lien Debt Service Reserve Account.* The Treasurer shall next credit the balance of the Village Funds to a separate and special account to maintain a debt service reserve for the outstanding First Lien Note, to be known as the First Lien Debt Service Reserve Account. The First Lien Debt Service Reserve Account shall be held by the Depository pursuant to the Depository Agreement. The Treasurer shall credit Village Funds to the First Lien Debt Service Reserve Account until the amount to the credit of the First Lien Debt Service Reserve Account aggregates the First Lien Debt Service Reserve Requirement. Thereafter no such payments shall be made by the Treasurer into the First Lien Debt Service Reserve Account except that when any money is paid out of said Account payments shall be resumed and continued until such account has been restored to an aggregate amount equal to the First Lien Debt Service Reserve Requirement.

Monies on deposit in the First Lien Debt Service Reserve Account may be used to redeem the First Lien Note, provided, that such monies may only be used to redeem the First Lien Note in whole, and shall be transferred by the Treasurer to the First Lien Note and Interest Account as may be necessary from time to time to prevent or to remedy a default in the payment of principal of or interest or premium, if any, on the First Lien Note.

Whenever the Treasurer has credited to and deposited into the First Lien Debt Service Reserve Account an amount of Village Funds sufficient to maintain a balance to the credit of said Account equal to the First Lien Debt Service Reserve Requirement, and subject to the provisions of and in any order of priority as provided in any Note Order executed in connection with First Lien Note, the Treasurer shall then remit remaining funds to the credit of the Special Tax Allocation Fund into the Second Lien Note and Interest Account.

(c) *Second Lien Note and Interest Account.* The Treasurer shall next credit to and shall immediately transfer for deposit into the General Account of the Second Lien Note and Interest Account the amount of Village Funds necessary to pay the Current Debt Service Requirement for the Second Lien Note. If, upon any accounting there are Village Funds in the General Account of the Second Lien Note and Interest Account in excess of the Current Debt Service Requirement for the Second Lien Note, the Treasurer shall then remit remaining funds to the credit of the Special Tax Allocation Fund into the Third Lien Note and Interest Account.

Except as hereinafter or in any Note Order provided, moneys to the credit of the Second Lien Note and Interest Account shall be used solely and only for the purpose of paying principal of and premium, if any, and interest on the Second Lien Note as the same become due upon maturity or redemption prior to maturity.

(d) *Third Lien Note and Interest Account.* The Treasurer shall next credit to and shall immediately transfer for deposit into the Third Lien Note and Interest Account all of the remaining Village Funds. Until such time as the funds held in the First Lien Note Capitalized Interest Fund have been depleted, such Village Funds shall be deposited into the Excess Amount Account. At the time of the issuance of the Third Lien Note, the funds on hand in the Excess Amount Account shall be paid to the Retail Developer and the Excess Amount Account shall be closed. Following the issuance of the Third Lien Note, the Village Funds shall be deposited into the Tax-Exempt Third Lien Note Account until the amount in said account is sufficient to pay the principal of and interest on any Tax-Exempt Third Lien Note then outstanding, after which the Village Funds shall be deposited into the Taxable Third Lien Note Account until the amount in said account is sufficient to pay the principal of and interest on any Taxable Third Lien Note then outstanding.

If upon any accounting and such application of funds, there are Village Funds on deposit in the Third Lien Note and Interest Account in excess of the amount necessary or pledged to pay the Third Lien Note, such Village Funds shall be transferred to the General Account as described below.

(e) *General Account.* All moneys remaining to the credit of the of the Special Tax Allocation Fund, after crediting the required amounts to the respective accounts hereinabove provided for, shall be credited by the Treasurer to the General Account. Moneys on deposit in the General Account shall be transferred by the Treasurer first, if necessary, to the Note Registrar to remedy any deficiencies in any prior accounts in the Special Tax Allocation Fund; second, to the hereinafter-created Rebate Fund as needed to maintain the Tax-Exempt status of any Tax-Exempt Notes; and thereafter at the further discretion of the Corporate Authorities, as follows, in any order of priority mentioned:

(i) for the purpose of paying any costs of the Redevelopment Project, including any expenses of the Depository and any expenses of the Village relating specifically to the administration of, or provision of governmental services to, the Redevelopment Project Area and the Redevelopment Project;

(ii) for the purpose of redeeming any Notes;

(iii) for the purpose of purchasing any Notes at a price not in excess of par and accrued interest and applicable redemption premium to the date of purchase;

(iv) for the purpose of refunding or prepaying any Notes;

(v) for the purpose of establishing such additional reserves as may be deemed necessary by the Corporate Authorities;

(vi) for the purpose of paying principal of or premium or interest on any obligations of the Village issued to pay costs of the Redevelopment Project, whether or not secured by a pledge of monies on deposit in the Special Tax Allocation Fund;

(vii) for the purpose of reimbursing the Village for any transfers made from any lawfully available funds of the Village;

(viii) for the purpose of distributing such funds to the taxing districts or municipal corporations having the power to tax real property in the Redevelopment Project Area in accordance with Section 11-74.4-7 of the TIF Act; or

(ix) for any other purpose related to the Redevelopment Project Area or the Redevelopment Project pursuant to the TIF Act.

Notes may be issued secured solely by Village Funds held in and to the credit of the General Account, and such Notes shall be in all respects subordinate in right of payment and lien and junior to the Notes.

Section 11. Delivery of the Notes, Execution of Note Order. The Designated Officers are hereby authorized to proceed, without any further authorization or direction whatsoever from the Corporate Authorities, to deliver the Notes as directed in the Redevelopment Agreement. The officers of the Village are hereby authorized to proceed, without any further official authorization or action by the Corporate Authorities, to approve or execute, or both, such documents as shall be necessary to effectuate the issuance and delivery of the Notes, with such insertions, deletions, additions, modifications or changes as they shall reasonably determine to be desirable, necessary and in the best interests of the Village, their approval or execution thereof to constitute ratification by the Corporate Authorities of any such insertion, deletion, addition, modification or change with no further official action, authorization or determination of the Corporate Authorities. The agreements in the Redevelopment Agreement for the sale of the Notes to the Retail Developer are hereby ratified, approved and confirmed, it being hereby expressly found that no person holding any office of the Village either by election or appointment is in any manner financially interested,

either directly in his own name or indirectly in the name of any other person, association, trust or corporation, in said agreement with the Retail Developer for the purchase of the Notes.

Officers of the Village as may be necessary are hereby further authorized to execute such documents, including, specifically, the Depository Agreements and such closing documents and certifications as shall be required by Bond Counsel to render their opinion relating to the validity of the Tax-Exempt Notes and the treatment of interest thereon for federal income taxation purposes.

In connection with the issuance of each series of the Notes, the Designated Officers shall prepare a Note Order, which shall include the pertinent details of the Notes as required hereby including, specifically, the principal amount of such series of Notes, the amount of the First Lien Debt Service Reserve Requirement, if applicable, the amount of proceeds of any First Lien Note or Second Lien Note which will be used to pay Capitalized Interest, and the name of the Retail Developer to which such Notes shall be issued. The Note Order shall be made available to all Corporate Authorities members at the next public meeting thereof, but such action shall be for information purposes only, it being the express intent of the Corporate Authorities that the Designated Officers shall be fully authorized and directed to sell, execute and deliver the Notes as herein provided without further official action of the Corporate Authorities. The Note Order shall be delivered, along with the typewritten Notes executed by the Village as provided in this Ordinance.

Section 12. Creation and Maintenance of Funds; Appropriations; Investments. The performance by the Developers of their obligations pursuant to the Redevelopment Agreement shall be deemed to be consideration for the issuance of the Notes. To that end the Designated Officers are hereby expressly directed to issue the Notes as herein authorized and as provided and pursuant to the conditions set forth in the Redevelopment Agreement, upon delivery from time to

time to the Village of such evidence of performance as required by the Redevelopment Agreement, without further official action or direction by the Corporate Authorities. All proceeds of a series of the Notes shall be deemed fully expended upon the date of the issuance of a series of the Notes.

Section 13. Additional Notes. While any of the Notes issued hereunder are Outstanding, the Village may not issue any additional notes senior in lien with respect to the Village Funds to the Notes or on parity with the Notes with respect to the Village Funds without the written consent of the Noteholders of all of the Outstanding Notes.

The Village reserves the right to issue additional notes subordinate to the Notes payable from the Village Funds.

Section 14. Restrictions on Transfer. The Notes may only be assigned, transferred or pledged in accordance with this paragraph. Any of the Notes may be assigned to or pledged as collateral to any lender, or trustee in connection with the issuance of certificates of participation in such Notes, providing financing for the Project in accordance with the Redevelopment Agreement. The First Lien Note and the Second Lien Note may be transferred or assigned only to a Developer (as defined in the Redevelopment Agreement), an affiliate of a Developer or to a Qualified Purchaser or trustee as permitted below. Prior to the initial transfer or assignment of the First Lien Note or the Second Lien Note to a Qualified Purchaser, the Qualified Purchaser shall deliver to the Village a Qualified Purchaser Letter executed by an authorized officer of the Qualified Purchaser in a customary form for transactions of this nature. In connection with any assignment or transfer of the First Lien Note or the Second Lien Note, the assignment to a trustee for the benefit of a Qualified Purchaser is expressly authorized and, in such case, the Qualified Purchaser Letter may be executed by the owners of interest in the trust. The Third Lien Note may be transferred only to a Developer or an affiliate of a Developer.

Section 15. Non-Arbitrage and Tax Exemption. The Village hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Tax-Exempt Notes) if taking, permitting or omitting to take such action would cause any of the Tax-Exempt Notes to be an arbitrage bond or a private activity bond within the meaning of the Code, or would otherwise cause the interest on the Tax-Exempt Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The Village acknowledges that, in the event of an examination by the Internal Revenue Service (*"IRS"*) of the exemption from federal income taxation for interest paid on the Tax-Exempt Notes, under present rules, the Village may be treated as a "taxpayer" in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the IRS in connection with such an examination.

The Village also agrees and covenants with the purchasers and Noteholders of the Tax-Exempt Notes from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Tax-Exempt Notes and affects the tax-exempt status of the Tax-Exempt Notes.

The Corporate Authorities hereby authorize and direct the Designated Officers to make such further covenants and certifications as may be necessary to assure that the use thereof will not cause the Tax-Exempt Notes to be arbitrage bonds and to assure that the interest in the Tax-Exempt Notes will be exempt from federal income taxation. In connection therewith, the Village and the Corporate Authorities further agree: (a) through their officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Tax-Exempt Notes and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Tax-Exempt Notes; (d) to

file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the Village in such compliance.

Section 16. Record-Keeping Policy and Post Issuance Compliance Matters. On March 28, 2011, the Board adopted a record-keeping policy (the *"Policy"*) in order to maintain sufficient records to demonstrate compliance with its covenants and expectations to ensure the appropriate federal tax status for the Notes and other debt obligations of the Village, the interest on which is excludable from "gross income" for federal income tax purposes or which enable the Village or the holder to receive federal tax benefits, including, but not limited to, qualified tax credit bonds and other specified tax credit bonds. The Board hereby reaffirms the Policy.

Section 17. Publication of Ordinance. A full, true and complete copy of this Ordinance shall be published within ten days after passage in pamphlet form by authority of the Corporate Authorities.

Section 18. Superseder and Effective Date. All ordinances, resolutions and orders, or parts thereof, including any provision of the code of ordinances of the Village, in conflict herewith are to the extent of such conflict hereby superseded; and this Ordinance shall be in full force and effect immediately upon its passage, approval and publication.

Section 20. *Severability*. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED: this 20th day of June, 2022.

_____
President

Recorded in Village Records: this 20th day of June, 2022.

Published in pamphlet form by authority of the President and Board of Trustees at on the 20th day of June, 2022.

Attest:

_____
Village Clerk, Village of Buffalo Grove
Lake and Cook Counties, Illinois

Attachment: TIF Note Ordinance (O-2022-64 : Ordinance Providing the Issuance of TIF Revenue Notes, Depository Agmt. and Note Orders for

Trustee _____ moved and Trustee _____ seconded the motion that the ordinance as presented be adopted.

After discussion thereof, which discussion included a public recital by _____ as to the nature of the matters set forth in the ordinance, including statements that (1) the ordinance provides for the issuance of tax increment allocation revenue notes for the purpose of reimbursing costs in the Buffalo Grove Lake Cook Road Project Area, (2) the Notes are issuable without referendum pursuant to the home rule powers of the Village and the provisions of the Tax Increment Allocation Redevelopment Act of the State of Illinois, as amended (the *"TIF Act"*), and as supplemented by the Omnibus Bond Acts, as amended, (3) the ordinance provides for the pledge of certain incremental property taxes derived from said redevelopment project area and the Village's pledge pursuant to the TIF Act to pay, as provided therein, the principal of and applicable premium and interest on the Notes, and (4) the ordinance provides many details of the Notes, including tax-exempt covenants, as applicable, provisions for terms and form of the Notes, authority for the execution of note orders, the President directed that the roll be called for a vote upon the motion to adopt the ordinance.

Upon the roll being called, the following Trustees voted AYE: _____

_____

and the following Trustees voted NAY: _____ .

WHEREUPON, the President declared the motion carried and the ordinance adopted, and henceforth did approve and sign the same in open meeting, and did direct the Village Clerk to record the same in full in the records of the President and Board of Trustees of the Village of Buffalo Grove, Lake and Cook Counties, Illinois, which was done.

Other business was duly transacted at said meeting.

Upon motion duly made and carried, the meeting adjourned.

_____

Village Clerk

Attachment: TIF Note Ordinance (O-2022-64 : Ordinance Providing the Issuance of TIF Revenue Notes, Depository Agmt. and Note Orders for

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

CERTIFICATION OF MINUTES AND ORDINANCE

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Buffalo Grove, Lake and Cook Counties, Illinois (the *"Village"*), and as such official I am the keeper of the official journal of proceedings, books, records, minutes and files of the Village and of the President and Board of Trustees (the *"Board"*) thereof.

I do further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting of the Board held on the 20th day of June, 2022, insofar as the same relates to the adoption of an ordinance, numbered _____ and entitled:

> AN ORDINANCE providing for the issuance of Tax Increment Financing Revenue Notes (Buffalo Grove Lake Cook Road Project), of the Village of Buffalo Grove, Lake and Cook Counties, Illinois, and providing for the execution of a depository agreement and note orders in connection therewith.

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Board on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board at least 72 hours in advance of the holding of said meeting, that at least one copy of said agenda was continuously available for public review during the entire 72-hour period preceding said meeting, that said agenda contained a separate specific item concerning the proposed adoption of said ordinance, a true, correct and complete copy of the agenda as so posted being attached hereto as *Exhibit A,* that said meeting was called and held in strict compliance with the provisions the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Illinois Municipal Code, as amended, and that the Board has complied with all of the applicable provisions of said Act and said Code and its procedural rules in the adoption of said ordinance.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of the Village, this 20th day of June, 2022.

_____
Village Clerk

(SEAL) **VILLAGE CLERK TO ATTACH AGENDA**

Attachment: TIF Note Ordinance (O-2022-64 : Ordinance Providing the Issuance of TIF Revenue Notes, Depository Agmt. and Note Orders for

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

CERTIFICATE OF PUBLICATION IN PAMPHLET FORM

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Buffalo Grove, Lake and Cook Counties, Illinois (the *"Village"*), and as such official I am the keeper of the official journal of proceedings, books, records, minutes, and files of the Village and of the President and Board of Trustees (the *"Corporate Authorities"*) thereof.

I do further certify that on the 20th day of June, 2022, there was published in pamphlet form, by authority of the Corporate Authorities, a true, correct and complete copy of Ordinance Number _____ of the Village providing for the issuance of not to exceed $_____ tax increment revenue notes (Buffalo Grove Lake Cook Road Project), of the Village and that said ordinance as so published was on said date readily available for public inspection and distribution, in sufficient number to meet the needs of the general public, at my office as Village Clerk located in the Village.

IN WITNESS WHEREOF I have affixed hereto my official signature and the seal of the Village, this 20th day of June, 2022.

_____
Village Clerk

(SEAL)

REGISTERED
NO. _____

REGISTERED
$_____

UNITED STATES OF AMERICA
STATE OF ILLINOIS
COUNTIES OF LAKE AND COOK
VILLAGE OF BUFFALO GROVE
FIRST LIEN TAX INCREMENT REVENUE NOTE, SERIES 2022
(BUFFALO GROVE LAKE COOK ROAD PROJECT)

Interest	Final Maturity	Dated
Rate: _____%	Date: _____, 20__	Date: _____, 20__

Registered Owner:

Principal Amount:

KNOW ALL PERSONS BY THESE PRESENTS that the Village of Buffalo Grove, Lake and Cook Counties, Illinois, a municipality, home rule unit and political subdivision of the State of Illinois (the *"Village"*), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on or before the Maturity Date identified above, but solely from the sources hereinafter identified, the Outstanding Principal Amount of this Note in accordance with that certain Ordinance adopted by the President and Board of Trustees of the Village (the *"Corporate Authorities"*) on the 20th day of June, 2022, as supplemented by a related Note Order (the *"Note Ordinance"*), and that Redevelopment Agreement, dated _____, 2022 (the *"Redevelopment Agreement"*), by, between and among the Village and IMKD 5 LLC, a Delaware limited liability company (the *"Retail Developer"*), and BGA Residential, LLC, a Delaware limited liability company, and interest on such Outstanding Principal Amount at the Interest Rate set forth above (computed on the basis of a 360-day year of twelve 30-day months).

Principal, in accordance with the amortization schedule attached hereto as *Exhibit A* (the *"Amortization Schedule"*), and interest on this Note is payable from Village Funds (as defined in the Note Ordinance) on deposit in the First Lien Note and Interest Account of the Special Tax

Attachment: Ex A- First Lien Note (O-2022-64 : Ordinance Providing the Issuance of TIF Revenue Notes, Depository Agmt. and Note Orders for

Allocation Fund of the Village created pursuant to the Note Ordinance. Principal of the Note is payable on January 1 of each year in accordance with the Amortization Schedule. Interest on the Note is due semi-annually on each January 1 and July 1, commencing January 1, 2023 (each an *"Interest Payment Date"*).

Interest when due shall be paid from the later of the Dated Date or from the most recent Interest Payment Date to which interest has been paid or duly provided for, until the principal amount of the Note is paid or duly provided for, from the First Lien Note and Interest Account. Payments shall first be applied to accrued and unpaid interest and then to principal.

The principal of this Note shall be payable by check of draft in lawful money of the United States of America upon presentation at the principal office maintained for the purpose by the Treasurer of the Village, as note registrar and paying agent (the *"Note Registrar"*). Interest on this Note shall be paid to the Registered Owner hereof as shown on the registration books of the Village maintained by the Note Registrar (the *"Register"*) at the close of business on the 15th day of the month next preceding the Interest Payment Date. Interest hereon shall be paid by check or draft of the Note Registrar, payable upon presentation thereof in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on the Register or at such other address furnished to the Note Registrar in writing or as directed by such Registered Owner, all as provided in the Note Ordinance. The Registered Owner of this Note shall note on the payment attached hereto as *Exhibit B* (the *"Payment Record"*) the amount and the date of any payment of the principal of this Note promptly upon receipt of such payment. In the event of any inconsistency between such Payment Record and the records of the Village, the records of the Village shall control, absent manifest error.

This Note is issued pursuant to Division 74.4 of Article 11 of the Illinois Municipal Code (the *"TIF Act"*), and all laws amendatory thereof and supplemental thereto, and specifically as

supplemented by the Local Government Debt Reform Act, as amended, and the other Omnibus Bond Acts, as amended and as supplemented, and, where necessary, superseded, by the home rule powers of the Village under Section 6 of Article VII of the 1970 Constitution of Illinois, and the principal of and interest, and premium, if any, hereon are payable solely and only from the Village Funds on deposit in the First Lien Note and Interest Account, all in accordance with the provisions of the Note Ordinance and the Redevelopment Agreement. This Note is being issued for the purposes of paying or reimbursing the Retail Developer for certain TIF Eligible Expenses as described in the Redevelopment Agreement and as authorized by the TIF Act it has incurred in acquiring or constructing the Project (as defined in the Redevelopment Agreement). The cost of such acquisition or construction shall be deemed to be a disbursement of the proceeds of this Note.

This Note, together with the interest thereon, is a limited obligation of the Village, payable solely from the Village Funds on deposit in the First Lien Note and Interest Account as defined and described in the Note Ordinance and the Redevelopment Agreement. For the prompt payment of this Note, both principal and interest, as aforesaid, such Village Funds are hereby irrevocably pledged. THIS NOTE DOES NOT CONSTITUTE AN INDEBTEDNESS OF THE VILLAGE WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION. NO HOLDER OF THIS NOTE SHALL HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY TAXING POWER OF THE VILLAGE FOR PAYMENT OF PRINCIPAL HEREOF OR INTEREST HEREON. FAILURE TO PAY WHEN DUE ANY INSTALLMENT OF INTEREST OR ANY AMOUNT OF OUTSTANDING PRINCIPAL AMOUNT DUE TO INSUFFICIENCY OF THE VILLAGE FUNDS ON DEPOSIT IN THE FIRST LIEN NOTE AND INTEREST ACCOUNT, WHETHER AT STATED MATURITY, FINAL MATURITY OR OTHERWISE, SHALL IN NO EVENT BE DEEMED TO BE AN EVENT OF DEFAULT ON THIS NOTE UNLESS CAUSED BY A DEFAULT BY THE VILLAGE UNDER THE REDEVELOPMENT AGREEMENT.

The Note Ordinance and the Redevelopment Agreement authorize the issuance of a Second Lien Note and Third Lien Note (each as defined in the Note Ordinance) payable from the Village Funds on a subordinate basis to the payments on the Note as further described in the Note Ordinance. The Second Lien Note is payable solely from Village Funds on hand in the Second Lien Note and Interest Account (as defined in the Note Ordinance), and the Third Lien Note is payable solely from Village Funds on hand in the Third Lien Note and Interest Account (as defined in the Note Ordinance). The holders of the Second Lien Note and the Third Lien Note will not have any claim for payment from any moneys on hand in the First Lien Note and Interest Account.

This Note is subject to redemption prior to maturity, at the option of the Village, in whole or in part, from any available funds, on _____, 2029, and on any date thereafter, at the redemption price of par plus accrued interest to the date fixed for redemption, and as further provided in the Note Ordinance. Notice of any such redemption shall be sent by registered or certified mail not less than twenty (20) days nor more than sixty (60) days prior to the date fixed for redemption to the registered owner of this Note at the address shown on the registration books of the Village maintained by the Registrar or at such other address as is furnished in writing by such Registered Owner to the Registrar.

This Note may not be offered, sold, pledged, assigned or otherwise transferred except to a Developer (as described in the Note Ordinance), an affiliate of a Developer or to a Qualified Purchaser (as defined in the Note Ordinance). Any offer, sale, pledge, assignment or transfer to a party other than a Developer, an affiliate of a Developer or a Qualified Purchaser is void, provided, however, that any assignment of the Note to a trustee of a trust selling certificates of participation in the Note for the benefit of Qualified Purchasers is expressly authorized. This Note may only be transferred in whole.

Upon surrender hereof at the principal office maintained for the purpose by the Note Registrar, accompanied by a written instrument or instruments of transfer in form satisfactory to the Note Registrar and duly executed by the Registered Owner or an attorney for such owner duly authorized in writing, the Note Registrar shall register this Note in the name of the new Registered Owner on the registration grid provided herein, and shall also enter the name and address of the new registered owner in the Register.

The person in whose name this Note is registered on the Register shall be deemed and regarded as the absolute owner hereof for all purposes, and payment of the principal of or interest hereon shall be made only to or upon the order of the Registered Owner hereof or the owner's legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon this Note to the extent of the sum or sums so paid.

It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Note did exist, have happened, been done and performed in regular and due form and time as required by law, that Village hereby covenants and agrees that it has made provision for the segregation of the Village Funds and that it will properly account for said taxes and will comply with all the covenants of and maintain the funds and accounts as provided by the Note Ordinance and the Redevelopment Agreement.

This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Registrar.

IN WITNESS WHEREOF the Village of Buffalo Grove, Lake and Cook Counties, Illinois, has caused this Note to be signed by the manual or duly authorized facsimile signatures of its President and Village Clerk and its corporate seal or a facsimile thereof to be hereunto affixed, all as of the date of delivery hereof.

_____
President, Village of Buffalo Grove,
Lake and Cook Counties, Illinois

Attest:

_____
Village Clerk, Village of Buffalo Grove
Lake and Cook Counties, Illinois

(SEAL)

Date of Authentication: _____

CERTIFICATE
OF
AUTHENTICATION

This Note is the Note described in the within-mentioned Note Ordinance and is the First Lien Tax Increment Revenue Note, Series 2022 (Buffalo Grove Lake Cook Road Project), of the Village of Buffalo Grove, Lake and Cook Counties, Illinois.

VILLAGE TREASURER, as Note Registrar

By_____
Village Treasurer, Village of Buffalo Grove,
Lake and Cook Counties, Illinois

Note Registrar and Paying Agent:
Village Treasurer
Village of Buffalo Grove, Illinois

Attachment: Ex A- First Lien Note (O-2022-64 : Ordinance Providing the Issuance of TIF Revenue Notes, Depository Agmt. and Note Orders for

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

_____

_____

(Name and Address of Assignee)

the within Note and does hereby irrevocably constitute and appoint _____ as attorney to transfer the said Note on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____ _____

Signature guaranteed: _____

NOTICE: The signature to this transfer and assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

EXHIBIT A

[AMORTIZATION SCHEDULE]

EXHIBIT B

[PAYMENT RECORD]

REGISTERED
NO. _____

REGISTERED
$_____

UNITED STATES OF AMERICA
STATE OF ILLINOIS
COUNTIES OF LAKE AND COOK
VILLAGE OF BUFFALO GROVE
SECOND LIEN TAX INCREMENT REVENUE NOTE, SERIES 2022
(BUFFALO GROVE LAKE COOK ROAD PROJECT)

Interest	Final Maturity	Dated
Rate: _____%	Date: _____, 20__	Date: _____, 20__

Registered Owner:

Principal Amount:

KNOW ALL PERSONS BY THESE PRESENTS that the Village of Buffalo Grove, Lake and Cook Counties, Illinois, a municipality, home rule unit and political subdivision of the State of Illinois (the *"Village"*), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on or before the Maturity Date identified above, but solely from the sources hereinafter identified, the Outstanding Principal Amount of this Note in accordance with that certain Ordinance adopted by the President and Board of Trustees of the Village (the *"Corporate Authorities"*) on the 20th day of June, 2022, as supplemented by a related Note Order (the *"Note Ordinance"*), and that Redevelopment Agreement, dated _____, 2022 (the *"Redevelopment Agreement"*), by, between and among the Village and IMKD 5 LLC, a Delaware limited liability company (the *"Retail Developer"*), and BGA Residential, LLC, a Delaware limited liability company, and interest on such Outstanding Principal Amount at the Interest Rate set forth above (computed on the basis of a 360-day year of twelve 30-day months).

Principal, in accordance with the amortization schedule attached hereto as *Exhibit A* (the *"Amortization Schedule"*), and interest on this Note is payable from Village Funds (as defined in the Note Ordinance) on deposit in the Second Lien Note and Interest Account of the Special Tax

Attachment: Ex B- Second Lien Note (O-2022-64 : Ordinance Providing the Issuance of TIF Revenue Notes, Depository Agmt. and Note Orders

Allocation Fund of the Village created pursuant to the Note Ordinance. Principal of the Note is payable on January 1 of each year in accordance with the Amortization Schedule. Interest on the Note is due semi-annually on each January 1 and July 1, commencing January 1, 2023 (each an *"Interest Payment Date"*).

Interest when due shall be paid from the later of the Dated Date or from the most recent Interest Payment Date to which interest has been paid or duly provided for, until the principal amount of the Note is paid or duly provided for, from the Second Lien Note and Interest Account. Payments shall first be applied to accrued and unpaid interest and then to principal.

The principal of this Note shall be payable by check of draft in lawful money of the United States of America upon presentation at the principal office maintained for the purpose by the Treasurer of the Village, as note registrar and paying agent (the *"Note Registrar"*). Interest on this Note shall be paid to the Registered Owner hereof as shown on the registration books of the Village maintained by the Note Registrar (the *"Register"*) at the close of business on the 15th day of the month next preceding the Interest Payment Date. Interest hereon shall be paid by check or draft of the Note Registrar, payable upon presentation thereof in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on the Register or at such other address furnished to the Note Registrar in writing or as directed by such Registered Owner, all as provided in the Note Ordinance. The Registered Owner of this Note shall note on the payment attached hereto as *Exhibit B* (the *"Payment Record"*) the amount and the date of any payment of the principal of this Note promptly upon receipt of such payment. In the event of any inconsistency between such Payment Record and the records of the Village, the records of the Village shall control, absent manifest error.

This Note is issued pursuant to Division 74.4 of Article 11 of the Illinois Municipal Code (the *"TIF Act"*), and all laws amendatory thereof and supplemental thereto, and specifically as

supplemented by the Local Government Debt Reform Act, as amended, and the other Omnibus Bond Acts, as amended and as supplemented, and, where necessary, superseded, by the home rule powers of the Village under Section 6 of Article VII of the 1970 Constitution of Illinois, and the principal of and interest, and premium, if any, hereon are payable solely and only from the Village Funds on deposit in the Second Lien Note and Interest Account, all in accordance with the provisions of the Note Ordinance and the Redevelopment Agreement. This Note is being issued for the purposes of paying or reimbursing the Retail Developer for certain TIF Eligible Expenses as described in the Redevelopment Agreement and as authorized by the TIF Act it has incurred in acquiring or constructing the Project (as defined in the Redevelopment Agreement). The cost of such acquisition or construction shall be deemed to be a disbursement of the proceeds of this Note.

This Note, together with the interest thereon, is a limited obligation of the Village, payable solely from the Village Funds on deposit in the Second Lien Note and Interest Account as defined and described in the Note Ordinance and the Redevelopment Agreement. For the prompt payment of this Note, both principal and interest, as aforesaid, such Village Funds are hereby irrevocably pledged. THIS NOTE DOES NOT CONSTITUTE AN INDEBTEDNESS OF THE VILLAGE WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION. NO HOLDER OF THIS NOTE SHALL HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY TAXING POWER OF THE VILLAGE FOR PAYMENT OF PRINCIPAL HEREOF OR INTEREST HEREON. FAILURE TO PAY WHEN DUE ANY INSTALLMENT OF INTEREST OR ANY AMOUNT OF OUTSTANDING PRINCIPAL AMOUNT DUE TO INSUFFICIENCY OF THE VILLAGE FUNDS ON DEPOSIT IN THE SECOND LIEN NOTE AND INTEREST ACCOUNT, WHETHER AT STATED MATURITY, FINAL MATURITY OR OTHERWISE, SHALL IN NO EVENT BE DEEMED TO BE AN EVENT OF DEFAULT ON THIS NOTE UNLESS CAUSED BY A DEFAULT BY THE VILLAGE UNDER THE REDEVELOPMENT AGREEMENT.

The Note Ordinance and the Redevelopment Agreement authorize the issuance of a First Lien Note (as defined in the Note Ordinance) payable from the Village Funds with a lien on the Village Funds senior to the lien of the Note with respect to the Village Funds, and a Third Lien Note (as defined in the Note Ordinance) payable from the Village Funds on a subordinate basis to the payments on the Note, all as further described in the Note Ordinance. The First Lien Note is payable solely from Village Funds on hand in the First Lien Note and Interest Account (as defined in the Note Ordinance), and the Third Lien Note is payable solely from Village Funds on hand in the Third Lien Note and Interest Account (as defined in the Note Ordinance). The holders of the First Lien Note and the Third Lien Note will not have any claim for payment from any moneys on hand in the Second Lien Note and Interest Account.

This Note is subject to redemption prior to maturity, at the option of the Village, in whole or in part, from any available funds, on _____, 2029, and on any date thereafter, at the redemption price of par plus accrued interest to the date fixed for redemption, and as further provided in the Note Ordinance. Notice of any such redemption shall be sent by registered or certified mail not less than twenty (20) days nor more than sixty (60) days prior to the date fixed for redemption to the registered owner of this Note at the address shown on the registration books of the Village maintained by the Registrar or at such other address as is furnished in writing by such Registered Owner to the Registrar.

This Note may not be offered, sold, pledged, assigned or otherwise transferred except to a Developer (as described in the Note Ordinance), an affiliate of a Developer or to a Qualified Purchaser (as defined in the Note Ordinance). Any offer, sale, pledge, assignment or transfer to a party other than a Developer, an affiliate of a Developer or a Qualified Purchaser is void, provided, however, that any assignment of the Note to a trustee of a trust selling certificates of participation

in the Note for the benefit of Qualified Purchasers is expressly authorized. This Note may only be transferred in whole.

Upon surrender hereof at the principal office maintained for the purpose by the Note Registrar, accompanied by a written instrument or instruments of transfer in form satisfactory to the Note Registrar and duly executed by the Registered Owner or an attorney for such owner duly authorized in writing, the Note Registrar shall register this Note in the name of the new Registered Owner on the registration grid provided herein, and shall also enter the name and address of the new registered owner in the Register.

The person in whose name this Note is registered on the Register shall be deemed and regarded as the absolute owner hereof for all purposes, and payment of the principal of or interest hereon shall be made only to or upon the order of the Registered Owner hereof or the owner's legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon this Note to the extent of the sum or sums so paid.

It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Note did exist, have happened, been done and performed in regular and due form and time as required by law, that Village hereby covenants and agrees that it has made provision for the segregation of the Village Funds and that it will properly account for said taxes and will comply with all the covenants of and maintain the funds and accounts as provided by the Note Ordinance and the Redevelopment Agreement.

This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Registrar.

IN WITNESS WHEREOF the Village of Buffalo Grove, Lake and Cook Counties, Illinois, has caused this Note to be signed by the manual or duly authorized facsimile signatures of its President and Village Clerk and its corporate seal or a facsimile thereof to be hereunto affixed, all as of the date of delivery hereof.

_____
President, Village of Buffalo Grove,
Lake and Cook Counties, Illinois

Attest:

_____
Village Clerk, Village of Buffalo Grove
Lake and Cook Counties, Illinois

(SEAL)

Date of Authentication: _____

CERTIFICATE
OF
AUTHENTICATION

This Note is the Note described in the within-mentioned Note Ordinance and is the Second Lien Tax Increment Revenue Note, Series 2022 (Buffalo Grove Lake Cook Road Project), of the Village of Buffalo Grove, Lake and Cook Counties, Illinois.

VILLAGE TREASURER, as Note Registrar

By_____
Village Treasurer, Village of Buffalo Grove,
Lake and Cook Counties, Illinois

Note Registrar and Paying Agent:
Village Treasurer
Village of Buffalo Grove, Illinois

Attachment: Ex B- Second Lien Note (O-2022-64 : Ordinance Providing the Issuance of TIF Revenue Notes, Depository Agmt. and Note Orders

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

_____

_____

(Name and Address of Assignee)

the within Note and does hereby irrevocably constitute and appoint _____ as attorney to transfer the said Note on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____ _____

Signature guaranteed: _____

NOTICE: The signature to this transfer and assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

Attachment: Ex B- Second Lien Note (O-2022-64 : Ordinance Providing the Issuance of TIF Revenue Notes, Depository Agmt. and Note Orders

EXHIBIT A

[AMORTIZATION SCHEDULE]

EXHIBIT B

[PAYMENT RECORD]

REGISTERED
NO. _____

REGISTERED
$_____

UNITED STATES OF AMERICA
STATE OF ILLINOIS
COUNTIES OF LAKE AND COOK
VILLAGE OF BUFFALO GROVE
[TAXABLE] THIRD LIEN TAX INCREMENT REVENUE NOTE, SERIES 20[__]
(BUFFALO GROVE LAKE COOK ROAD PROJECT))

Interest	Final Maturity	Dated
Rate: _____%	Date: _____, 20__	Date: _____, 20__

Registered Owner:

Principal Amount:

KNOW ALL PERSONS BY THESE PRESENTS that the Village of Buffalo Grove, Lake and Cook Counties, Illinois, a municipality, home rule unit and political subdivision of the State of Illinois (the *"Village"*), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on or before the Maturity Date identified above, but solely from the sources hereinafter identified, the Outstanding Principal Amount of this Note in accordance with that certain Ordinance adopted by the President and Board of Trustees of the Village (the *"Corporate Authorities"*) on the 20th day of June, 2022, as supplemented by a related Note Order (the *"Note Ordinance"*), and that Redevelopment Agreement, dated _____, 2022 (the *"Redevelopment Agreement"*), by, between and among the Village and IMKD 5 LLC, a Delaware limited liability company (the *"Retail Developer"*), and BGA Residential, LLC, a Delaware limited liability company, and interest on such Outstanding Principal Amount at the Interest Rate set forth above (computed on the basis of a 360-day year of twelve 30-day months).

Principal and interest on this Note is payable from amounts on deposit in the Third Lien Note and Interest Account created pursuant to the Note Ordinance (the *"Village Funds"*). Interest on the Note is due semi-annually on each January 1 and July 1, commencing _____,

Attachment: Ex C- Third Lien Note (O-2022-64 : Ordinance Providing the Issuance of TIF Revenue Notes, Depository Agmt. and Note Orders for

20__ (each an *"Interest Payment Date"*). Principal of the Note is payable on January 1 of each year (each a *"Principal Payment Date"*).

Interest when due shall be paid from the later of the Dated Date or from the most recent Interest Payment Date to which interest has been paid or duly provided for, until the principal amount of the Note is paid or duly provided for, from the Third Lien Note and Interest Account. Payments shall first be applied first to interest then due, second to interest past due, third to payments of principal past due, and fourth to payments of principal then due.

The principal of this Note shall be payable by check of draft in lawful money of the United States of America upon presentation at the principal office maintained for the purpose by the Treasurer of the Village, as note registrar and paying agent (the *"Note Registrar"*). Interest on this Note shall be paid to the Registered Owner hereof as shown on the registration books of the Village maintained by the Note Registrar (the *"Register"*) at the close of business on the 15th day of the month next preceding the Interest Payment Date. Interest hereon shall be paid by check or draft of the Note Registrar, payable upon presentation thereof in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on the Register or at such other address furnished to the Note Registrar in writing or as directed by such Registered Owner, all as provided in the Note Ordinance. The Registered Owner of this Note shall note on the payment attached hereto as *Exhibit A* (the *"Payment Record"*) the amount and the date of any payment of the principal of this Note promptly upon receipt of such payment. In the event of any inconsistency between such Payment Record and the records of the Village, the records of the Village shall control, absent manifest error.

This Note is issued pursuant to Division 74.4 of Article 11 of the Illinois Municipal Code (the *"TIF Act"*), and all laws amendatory thereof and supplemental thereto, and specifically as supplemented by the Local Government Debt Reform Act, as amended, and the other Omnibus

Bond Acts, as amended and as supplemented, and, where necessary, superseded, by the home rule powers of the Village under Section 6 of Article VII of the 1970 Constitution of Illinois, and the principal of and interest, and premium, if any, hereon are payable solely and only from the Village Funds on deposit in the Third Lien Note and Interest Account, all in accordance with the provisions of the Note Ordinance and the Redevelopment Agreement. This Note is being issued for the purposes of paying or reimbursing the Retail Developer for certain eligible Redevelopment Project Costs as described in the Redevelopment Agreement and as authorized by the TIF Act it has incurred in acquiring or constructing the Project (as defined in the Redevelopment Agreement). The cost of such acquisition or construction shall be deemed to be a disbursement of the proceeds of this Note.

This Note, together with the interest thereon, is a limited obligation of the Village, payable solely from the Village Funds on deposit in the Third Lien Note and Interest Account as defined and described in the Note Ordinance and the Redevelopment Agreement. For the prompt payment of this Note, both principal and interest, as aforesaid, such Village Funds are hereby irrevocably pledged. THIS NOTE DOES NOT CONSTITUTE AN INDEBTEDNESS OF THE VILLAGE WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION. NO HOLDER OF THIS NOTE SHALL HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY TAXING POWER OF THE VILLAGE FOR PAYMENT OF PRINCIPAL HEREOF OR INTEREST HEREON. FAILURE TO PAY WHEN DUE ANY INSTALLMENT OF INTEREST OR ANY AMOUNT OF OUTSTANDING PRINCIPAL AMOUNT DUE TO INSUFFICIENCY OF THE VILLAGE FUNDS ON DEPOSIT IN THE THIRD LIEN NOTE AND INTEREST ACCOUNT, WHETHER AT STATED MATURITY, FINAL MATURITY OR OTHERWISE, SHALL IN NO EVENT BE DEEMED TO BE AN EVENT OF DEFAULT ON THIS NOTE UNLESS CAUSED BY A DEFAULT BY THE VILLAGE UNDER THE REDEVELOPMENT AGREEMENT.

The Note Ordinance and the Redevelopment Agreement authorize the issuance of a First Lien Note and a Second Lien Note (each as defined in the Note Ordinance) payable from the Village Funds with a lien senior to the lien of the Note on the Village Funds as further described in the Note Ordinance. The First Lien Note is payable solely from Village Funds on hand in the First Lien Note and Interest Account (as defined in the Note Ordinance), and the Second Lien Note is payable solely from Village Funds on hand in the Second Lien Note and Interest Account (as defined in the Note Ordinance). The holders of the First Lien Note and the Second Lien Note will not have any claim for payment from any moneys on hand in the Third Lien Note and Interest Account.

This Note is subject to redemption prior to maturity, at the option of the Village, in whole or in part, from any available funds, on any date at the redemption price of par plus accrued interest to the date fixed for redemption, and as further provided in the Note Ordinance. Notice of any such redemption shall be sent by registered or certified mail not less than twenty (20) days nor more than sixty (60) days prior to the date fixed for redemption to the registered owner of this Note at the address shown on the registration books of the Village maintained by the Registrar or at such other address as is furnished in writing by such Registered Owner to the Registrar.

This Note may only assigned, offered, sold, pledged or otherwise transferred as set forth in the Redevelopment Agreement.

Upon surrender hereof at the principal office maintained for the purpose by the Note Registrar, accompanied by a written instrument or instruments of transfer in form satisfactory to the Note Registrar and duly executed by the Registered Owner or an attorney for such owner duly authorized in writing, the Note Registrar shall register this Note in the name of the new Registered Owner on the registration grid provided herein, and shall also enter the name and address of the new registered owner in the Register.

The person in whose name this Note is registered on the Register shall be deemed and regarded as the absolute owner hereof for all purposes, and payment of the principal of or interest hereon shall be made only to or upon the order of the Registered Owner hereof or the owner's legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon this Note to the extent of the sum or sums so paid.

It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Note did exist, have happened, been done and performed in regular and due form and time as required by law, that Village hereby covenants and agrees that it has made provision for the segregation of the Village Funds and that it will properly account for said taxes and will comply with all the covenants of and maintain the funds and accounts as provided by the Note Ordinance and the Redevelopment Agreement.

This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Registrar.

IN WITNESS WHEREOF the Village of Buffalo Grove, Lake and Cook Counties, Illinois, has caused this Note to be signed by the manual or duly authorized facsimile signatures of its President and Village Clerk and its corporate seal or a facsimile thereof to be hereunto affixed, all as of the date of delivery hereof.

_____
President, Village of Buffalo Grove,
Lake and Cook Counties, Illinois

Attest:

_____
Village Clerk, Village of Buffalo Grove
Lake and Cook Counties, Illinois

(SEAL)

Date of Authentication: _____

CERTIFICATE
OF
AUTHENTICATION

This Note is the Note described in the within-mentioned Note Ordinance and is the [Taxable] Third Lien Tax Increment Revenue Note, Series 20__ (Buffalo Grove Lake Cook Road Project), of the Village of Buffalo Grove, Lake and Cook Counties, Illinois.

VILLAGE TREASURER, as Note Registrar

By_____
Village Treasurer, Village of Buffalo Grove,
Lake and Cook Counties, Illinois

Note Registrar and Paying Agent:
Village Treasurer
Village of Buffalo Grove, Illinois

Attachment: Ex C- Third Lien Note (O-2022-64 : Ordinance Providing the Issuance of TIF Revenue Notes, Depository Agmt. and Note Orders for

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

_____

_____

(Name and Address of Assignee)

the within Note and does hereby irrevocably constitute and appoint _____ as attorney to transfer the said Note on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____ _____

Signature guaranteed: _____

NOTICE: The signature to this transfer and assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

EXHIBIT A

[PAYMENT RECORD]

$_____

VILLAGE OF BUFFALO GROVE
LAKE AND COOK COUNTIES, ILLINOIS
FIRST LIEN TAX INCREMENT REVENUE NOTE
(BUFFALO GROVE LAKE COOK ROAD TIF DISTRICT)
SERIES 2022

DEPOSITORY TRUST AGREEMENT WITH RESPECT TO DEBT SERVICE RESERVE FUND AND CAPITALIZED INTEREST ACCOUNT

THIS DEPOSITORY TRUST AGREEMENT WITH RESPECT TO DEBT SERVICE RESERVE FUND AND CAPITALIZED INTEREST ACCOUNT (hereinafter referred to as the *"Agreement"*), is made and entered into as of this ____ day of July, 2022, by and among the VILLAGE OF BUFFALO GROVE, LAKE AND COOK COUNTIES, ILLINOIS (the *"Issuer"*), IMKD 5 LLC, a Delaware limited liability company (the *"Developer"*), and AMALGAMATED BANK OF CHICAGO, its successors and assigns (hereinafter referred to as the *"Bank"*). Capitalized terms used herein and not defined shall have the meanings ascribed thereto in the hereinafter defined Redevelopment Agreement.

WITNESSETH:

WHEREAS, pursuant to that certain Redevelopment Agreement dated as of _____, 2022, among the Issuer, the Developer and BGA Residential, LLC (the *"Redevelopment Agreement"*), the Issuer has authorized the issuance of its First Lien Tax Increment Revenue Note, Series 2022 (Buffalo Grove Lake Cook Road Project) (the *"Note"*) in the aggregate principal amount of $_____; and

WHEREAS, the Developer has assigned the Note to the Bank, as trustee under that certain Trust Agreement, dated as of July 1, 2022, between Amalgamated Bank of Chicago, as Trustee (the *"Trustee"*) and the Developer (the *"Trust Agreement"*), and pursuant to the Trust Agreement the Developer has agreed to deposit the proceeds of the Note with the Trustee as provided in the Redevelopment Agreement and this Agreement; and

WHEREAS, from the proceeds from the sale of the Note, the amount of $_____ (the *"Capitalized Interest Amount"*) will be deposited with the Bank in a segregated account, held in trust for the benefit of the owner of the Note and pursuant to this Agreement pledged to the Bank as the registered owner of the Note to provide for the payment of first interest coming due on the Note through _____, 20__ (the *"Capitalized Interest Period"*); and

WHEREAS, the Issuer will transfer Village Funds not required for current debt service on the Note to the Bank over time until there is accumulated the amount of $500,000 (the *"Reserve Requirement"*), in accordance with the Redevelopment Agreement, which will be held by the Bank in a segregated account, held in trust for the benefit of the owner of the Note and pursuant to this Agreement pledged to the Bank as the registered owner of the Note to provide additional security for the prompt payment of the principal of and interest on the Note; and

WHEREAS, the Bank has agreed to hold and distribute the amounts deposited hereunder subject to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the mutual promises, covenants and representations contained herein the parties hereto do mutually agree as follows:

Section 1. Creation of Debt Service Reserve Fund. (a) There is hereby established and created with the Bank a separate fund designated "Village of Buffalo Grove First Lien Note Debt Service Reserve Fund" (the *"Debt Service Reserve Fund"*) into which the Reserve Requirement shall be deposited.

(b) Moneys on deposit in the Debt Service Reserve Fund and investments of the Debt Service Reserve Fund shall never be commingled with or loaned to any other funds. Amounts deposited in the Debt Service Reserve Fund shall be used solely for the purpose of: (i) making transfers without further direction from the Issuer to the registered owner of the Note or, if directed by the registered owner of the Note, to a trustee to which the registered owner has assigned the right to receive payments on the Note to pay the principal of and interest on the Note when due, in the event that moneys received by the registered owner of the Note are insufficient therefor by transfer to the Trustee for deposit to the Payment Account created under the Trust Agreement, or (ii) paying the final principal due on the Note. Interest and the other investment earnings on the amounts held in the Debt Service Reserve Fund shall be retained in the Debt Service Reserve Fund.

(c) If at any time following the Capitalized Interest Period the amount on deposit in the Debt Service Reserve Fund is less than the Reserve Requirement and the reason for such deficiency is the draw of funds in the Debt Service Reserve Fund to make regularly scheduled payments of principal of and interest on the Note pursuant to clause (i) of paragraph (b) of this Section, the Issuer shall deposit with the Bank from the Village Funds not yet deposited with the Trustee to the extent available, in an amount necessary to replenish the Debt Service Reserve Fund to the Reserve Requirement and the Bank shall utilize such amounts to restore the amount on deposit in the Debt Service Reserve Fund to an amount equal to the Reserve Requirement; *provided* that the Issuer shall not be required to replenish any reduction in the amounts on deposit in the Debt Service Reserve Fund attributable to investment losses. Amounts deposited in the Debt Service Reserve Fund are hereby pledged to the registered owner of the Note and shall be used only for the purpose of paying the principal of and interest owed on the Note and shall not otherwise be pledged or hypothecated.

(c) Upon payment in full of the Note, the Bank shall return to the Issuer any amounts held in the Debt Service Reserve Fund, *provided, however,* that any such funds, after return to the Issuer, may be applied to pay TIF eligible expenses as contemplated by the terms of the Redevelopment Agreement. The parties hereto acknowledge that the amounts held in such fund are at all times moneys of the Issuer which are pledged by the Issuer to the registered owner of the Note.

(d) Investment proceeds earned on amounts in the Debt Service Reserve Fund may be used at the direction of the Issuer to make any payments of rebate or Yield Reduction Payments to the United States. *"Yield"* means that discount rate which when used in computing the present

value of all payments of principal and interest paid and to be paid on an obligation produces an amount equal to the obligation's purchase price including accrued interest. For purposes of computing the yield on investments, the same compounding interval (which must be an interval of not more than one year) and standard financial conventions (such as a 360-day year) must be used. *"Yield Reduction Payment"* means a rebate payment or any other amount paid to the United States in the same manner as rebate amounts are required to be paid or at such other time or in such manner as the Internal Revenue Service may prescribe that will be treated as a reduction in Yield of an investment under the Regulations.

Section 2. Creation of Capitalized Interest Account. There is hereby established and created with the Bank a separate account designated "Village of Buffalo Grove First Lien Capitalized Interest Account" (the *"Capitalized Interest Account"*) into which the Capitalized Interest Amount shall be deposited. The Bank shall transfer to the registered owner of the Note, without any further direction from the Issuer, the following amounts on the following dates, the same being the amount of interest accrued and due and owing with respect to the Note on such dates:

DATE	AMOUNT

Moneys on deposit in the Capitalized Interest Account and investments of the Capitalized Interest Account shall never be commingled with or loaned to any other funds. Amounts deposited in the Capitalized Interest Account shall be used solely for the purpose of paying interest first coming due on the Note during the Capitalized Interest Period (the estimated construction period of the Project). Interest and other investment earnings on amounts deposited to the Capitalized Interest Account shall be retained in the Capitalized Interest Account until fully expended on interest due on the Note or may be used at the direction of the Issuer to make any payments of rebate or Yield Reduction Payments to the United States.

Section 3. Investments. Pending the use of the moneys held in the Debt Service Reserve Fund and the Capitalized Interest Account, the Bank shall invest such moneys in the following Permitted Investments or other investments approved by the Issuer in writing to the Bank. Gain from investments of the Debt Service Reserve Fund shall be credited to and held in and losses shall be charged to the Debt Service Reserve Fund. Gain from investments of the Capitalized Interest Account shall be credited to and held in and losses shall be charged to the Capitalized Interest Account. The Bank shall not be liable or responsible for any loss resulting from any such investments.

Attachment: Ex D- Depository Agreement (O-2022-64 : Ordinance Providing the Issuance of TIF Revenue Notes, Depository Agmt. and Note

"Permitted Investments" means dollar denominated investments in any of the following investments:

(a) in bonds, notes, certificates of indebtedness, treasury bills or other securities nor or hereafter issued, which are guaranteed by the full faith and credit of the United States of America as to principal and interest;

(b) in bonds, notes, debentures, or other similar obligations of the United States of America, its agencies, and its instrumentalities;

(c) debt obligations which are (i) issued by any state or political subdivision thereof or any agency or instrumentality of such state or political subdivision, and (ii) at the time of purchase, rated "AA+" by Standard & Poor's and rated "Aaa" by Moody's; and

(e) in money market mutual funds registered under the Investment Company Act of 1940, provided that the portfolio of any such money market mutual fund is limited to obligations described in paragraph (a) and (b) hereof.

All investments in the Debt Service Reserve Fund and the Capitalized Interest Account shall be bought and sold at fair market value. The fair market value of an investment is the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction. Except for investments specifically described in (a) or (b) of this section and United States Treasury obligations that are purchased directly from the United States Treasury, only investments that are traded on an established securities market, within the meaning of regulations promulgated under Section 1273 of the Internal Revenue Code of 1986, as amended (the *"Code"*), will be purchased with the proceeds of the Note (*"Gross Proceeds"*). In general, an investment is traded on an established securities market only if at any time during the 31 day period ending 15 days after the purchase date: (i) within a reasonable period of time after the sale, the price for an executed purchase or sale of the investment (or information sufficient to calculate the sales price) appears in a medium that is made available to issuers of debt instruments, persons that regularly purchase or sell debt instruments (including a price provided only to certain customers or to subscribers), or persons that broker purchases or sales of debt instruments; (ii) there are one or more firm quotes for the investment (a firm quote is considered to exist when a price quote is available from at least one broker, dealer, or pricing service (including a price provided only to certain customers or to subscribers) for property and the quoted price is substantially the same as the price for which the person receiving the quoted price could purchase or sell the property; a price quote is considered to be available whether the quote is initiated by a person providing the quote or provided at the request of the person receiving the quote; the identity of the person providing the quote must be reasonably ascertainable for a quote to be considered a firm quote for this purpose; a quote will be considered a firm quote if the quote is designated as a firm quote by the person providing the quote or if market participants typically purchase or sell, as the case may be, at the quoted price, even if the party providing the quote is not legally obligated to purchase or sell at that price); or (iii) there are one or more indicative quotes for the investment (an indicative quote is considered to exist when a price quote is available from at least one broker, dealer, or pricing service (including a price provided only to certain customers or to subscribers) for property and the price quote is not a firm quote described in the prior clause). However, a

maturity of a debt instrument is not treated as traded on an established market if at the time the determination is made the outstanding stated principal amount of the maturity that includes the debt instrument does not exceed $100,000,000 (or, for a debt instrument denominated in a currency other than the U.S. dollar, the equivalent amount in the currency in which the debt instrument is denominated).

An investment of amounts in the Debt Service Reserve and the Capitalized Interest Fund in an External Commingled Fund shall be made only to the extent that such investment is made without an intent to reduce the amount to be rebated to the United States Government or to create a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the rebate or Yield restriction requirements not been relevant. An investment of amounts in the Debt Service Reserve and the Capitalized Interest Fund shall be made in a Commingled Fund other than an External Commingled Fund only if the investments made by such Commingled Fund satisfy the provisions of this section. *"External Commingled Fund"* means a Commingled Fund in which the Issuer and all members of the same Controlled Group as the Issuer own, in the aggregate, not more than ten percent of the beneficial interests. *"Commingled Fund"* means any fund or account containing both proceeds and an amount in excess of $25,000 that are not Gross Proceeds, if the amounts in the fund or account are invested and accounted for collectively, without regard to the source of funds deposited in the fund or account. An open-ended regulated investment company under Section 851 of the Code is not a Commingled Fund.

The foregoing provisions of this section satisfy various safe harbors set forth in the United States Treasury Regulations dealing with the tax-exempt bond provisions of the Code relating to the valuation of certain types of investments. The safe harbor provisions of this section are contained herein for the protection of the Village, who has covenanted not to take any action to adversely affect the tax-exempt status of the interest on the Note.

Section 4. Duties of the Bank. (a) The Bank shall maintain adequate records pertaining to the Debt Service Reserve Fund and the Capitalized Interest Account, and all transfers thereto, deposits therein, disbursements and transfers therefrom and earnings thereon, including the amount and source of each payment to, and the amount, purpose and payee of each payment from the Debt Service Reserve Fund and the Capitalized Interest Account. With respect to each investment, the Bank shall maintain a record of the purchase price, purchase date, type of security, accrued interest paid, interest rate, principal amount, date of maturity, interest payment date, date of liquidation and amount received upon liquidation. The Bank shall retain such records for at least three years following the payment and retirement of the Note, which obligation shall survive termination of this Agreement.

(b) The Bank shall submit to the Issuer, as reasonably requested by the Issuer but no more often than monthly, a statement itemizing all moneys received by it and all payments made by it hereunder during the prior month, and also listing the investments on deposit in the Debt Service Reserve Fund and the Capitalized Interest Account at the end of such period. The Bank shall also provide an annual statement and statements for any time period as may from time to time be requested by the Issuer.

Attachment: Ex D- Depository Agreement (O-2022-64 : Ordinance Providing the Issuance of TIF Revenue Notes, Depository Agmt. and Note

(c) It is agreed that the duties of the Bank are only such as are herein specifically provided and are purely ministerial in nature and that the Bank shall incur no liability except for its own gross negligence or willful misconduct.

(d) If the Bank is subjected to conflicting demands with respect to funds or property deposited hereunder, the Bank shall not be permitted or required to resolve such controversy or conflicting demands or take action, including the making of disbursements, but shall await resolution by written instructions from the Issuer or by final court order.

(e) The Bank may rely upon any direction, certificate, statement or other document believed by it in good faith to be genuine and to have been signed or presented by the proper person or persons.

Section 5. Assignment. The Bank may not assign any interest in this Agreement without the express written approval of the Issuer, except as set forth in the Trust Agreement.

Section 6. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

Section 7. Completeness of Agreement. This Agreement constitutes the full and complete agreement between the Issuer and the Bank, and no other understanding or Agreement, whether written or oral, shall bind either of the parties hereto.

Section 8. Amendments. The parties may make amendments to this Agreement from time to time, *provided* that any such amendment shall be reduced to writing and shall be executed as an addendum to this Agreement in the same manner as this Agreement has been executed.

Section 9. Section Headings. The headings of the several sections contained herein are for convenience only and do not define, limit or construe the contents of such sections.

Section 10. Notice. Any notice required to be given by this Agreement shall be given to the parties at the address as follows:

If to the Issuer:	Village of Buffalo Grove 50 Raupp Boulevard Buffalo Grove, Illinois 60089 Attention: Village Manager
If to the Developer:	[Developer to Provide]
To the Bank:	Amalgamated Bank of Chicago 30 North LaSalle Street, 38th Floor Chicago, Illinois 60602 Attention: Trust Department

Section 11. Applicable Provisions of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. If there is a lawsuit under this Agreement, each party hereto agrees to submit to the jurisdiction of the courts of Lake County, the State of Illinois and the United States District Court for the Northern District of Illinois.

Section 12. Fees. The Developer is solely responsible for any and all Bank fees and charges at any time arising out of the performance of the Bank's services under this Agreement. On or prior to the date of this Agreement, the Developer shall have paid to the Bank the entire fees owed to the Bank for serving as the depository bank hereunder for the entire term of this Agreement. No further fees shall be owed to the Bank hereunder.

Section 13. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, with the same effect as if all parties had signed the same document. All such counterparts shall be deemed an original, must be construed together and will constitute one and the same instrument.

IN WITNESS WHEREOF, the Issuer, the Bank and the Developer have executed this Agreement as of the date first written above.

VILLAGE OF BUFFALO GROVE

By:_____
Its: President

AMALGAMATED BANK OF CHICAGO

By:_____
Authorized Officer

IMKD 5 LLC

By:_____
Its: _____

[SIGNATURE PAGE TO DEPOSITORY TRUST AGREEMENT]

Ordinance No. O-2022-65 : Ordinance Authorizing Sidewalk Inspection and Repair Services

Recommendation of Action

Staff recommends approval.

Staff recommends the Village Board waive bid requirements for inspection, documentation, and repair of sidewalk dislocations and authorize the Village Manager to enter into an agreement with Safe Step, LLC. for an amount not to exceed $250,000.00 pending proposal review and approval of the Village Attorney.

ATTACHMENTS:

- Safe Step Service Memo (DOCX)
- Safe Step Service Ordinance (DOCX)
- Buffalo Grove Professional Services Agreement V3 (2022-06-15) (PDF)

Trustee Liaison	**Staff Contact**
Pike	Darren Monico, Public Works

Monday, June 20, 2022	

VILLAGE OF
BUFFALO GROVE

MEMORANDUM

DATE: June 16, 2022

TO: Dane Bragg, Village Manager

FROM: Darren Monico, Village Engineer

SUBJECT: Safe Step Sidewalk Evaluation and Repair Services

Recommendation

Staff recommends a waiver of bids and authorization to execute an agreement with Safe Step LLC in an amount not to exceed $250,000, pending final review and approval of the agreement by the Village attorney.

Background Information

Sidewalk cutting is a cost-effective way to remove vertical displacement between sidewalk panels/squares without having to remove and replace whole portions of otherwise sound concrete. In 2016 staff sought bids for sidewalk cutting, after an extensive search only two companies provided a bid. Both companies use different proprietary methodologies to provide the requested service. As the methods for performing this service are proprietary, there is unfortunately not much competition in the marketplace.

After using Safe Step for several years, the Village awarded the bid in 2016 to Sidewalks Plus due to lower pricing and solid references. While Sidewalks Plus did eventually complete the cutting program in 2016, it is the opinion of the Engineering Department that Safe Step's methodology for performing the sidewalk cuts is more time efficient and creates less disruption for homeowners. For this reason, staff is recommending a waiver of bids and authorization execute an agreement with Safe Step.

The pricing provided by Safe Step is in line with estimates generated by Engineering staff.

Due to the proprietary nature of the work Safe Step's proposal shall be distributed to the Village Board under separate cover. Funds for work by Safe Step will be drawn from the sidewalk funds which are not utilized for sidewalk installation.

Attachment: Safe Step Service Memo [Revision 1] (O-2022-65 : Safe Step Sidewalk Repair Services)

ORDINANCE 2022-____

AN ORDINANCE WAIVING BIDDING AND AUTHORIZING AN AGREEMENT WITH SAFE STEP, LLC.

WHEREAS, the Village of Buffalo Grove is a home rule unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Village seeks to enter into an Agreement for services with Safe Step, LLC. for the inspection, documentation, and repair of sidewalk deficiencies subject to final review and approval by the Village Attorney,

NOW THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS, as follows:

SECTION 1. The foregoing recitals are hereby adopted and incorporated and made a part of this Ordinance as if fully set forth herein.

SECTION 2. The Village Manager is authorized to enter into a Professional Services Agreement with Safe Step, LLC. for inspection, documentation, and repair services at a price not to exceed $250,000.00, subject to final review and approval by the Village Attorney.

SECTION 3. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

SECTION 4. This Ordinance shall be in full force and effect from and after its passage and approval and shall not be codified.

AYES: _____
NAYES: _____
ABSENT: _____
PASSED: _____, 2022
APPROVED: _____, 2022

APPROVED:

_____
Beverly Sussman, Village President

ATTEST:

_____
Janet Sirabian, Village Clerk

Attachment: Safe Step Service Ordinance (O-2022-65 : Safe Step Sidewalk Repair Services)

Professional Services Agreement

This Professional Services Agreement (this "Agreement") is made and entered into as of the ____ day of _____, 20_____ (the "Effective Date"), by and between The Village of Buffalo Grove, Illinois (the "Client") and Safe Step LLC of Wisconsin (the "Service Provider").

1. **Description of Services.** Service Provider agrees to provide the services set forth in Exhibit A. In providing services, Service Provider agrees to provide Service Provider's own equipment and other materials at Service Provider's own expense. Service Provider agrees to exercise the highest degree of professionalism and utilize Service Provider's best efforts and expertise in performing these services. Service Provider may not subcontract or otherwise delegate its obligations under this Agreement without Client's prior written consent.

2. **Payment for Services.** Client will pay compensation to Service Provider for the services completed for an amount not to exceed **$250,000.00**. Service Provider will provide invoices to Client at different completed stages during the project. Payment is due within 30 days of the invoice date. Payment for Consultation, Evaluation, Data Collection, Documentation, and Deliverables **(Exhibit A - 1, 2, 3)** will be based on 27% of the actual approved budget. Payment for the performance of the horizontal saw cutting repairs **(Exhibit A - 4)** will be based on the unit cost of $28.59 per inch-ft. (The unit inch-ft. is determined by the average displacement of the slab measured in inches, multiplied by the length of the repair measured in feet.)

3. **Term/Termination.** The term of this Agreement shall be from the Effective Date of this Agreement until completion of the Services and payment therefore by Client. Either party may terminate this Agreement immediately in the event that the other party has materially breached the Agreement.

4. **Relationship.** Service Provider's relationship with Client will be that of an independent contractor, and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. Service Provider is not an agent or representative of Client (except as specifically set forth in this Agreement); is not authorized to make any representation, contract or commitment on behalf of Client; will not be entitled to any of the benefits that Client makes available to its employees, such as group insurance or retirement benefits (and waives the right to receive any such benefits); and will be solely responsible for all tax returns and payments required to be filed with or made to any U.S. federal, state, or local tax authority with respect to Service Provider's performance of services and receipt of fees under this Agreement.

5. **Expenses.** Service Provider shall be responsible for all expenses incurred in performing the services under this Agreement.

Attachment: Buffalo Grove Professional Services Agreement V3 (2022-06-15) (O-2022-65 : Safe Step Sidewalk Repair Services)

6. **Injuries/Insurance.** The Service Provider acknowledges the Service Provider's obligation to obtain appropriate insurance coverage for the benefit of the Service Provider and its employees. The Service Provider waives any rights to recovery from Client for any injuries that the Service Provider and its employees may sustain while performing services under this Agreement and that are a result of the negligence of the Service Provider or its employees. Service Provider will provide Client with a certificate naming Client as an additional insured party. Service Provider shall maintain insurance in such amounts and of such types as are customarily held by persons engaged in the same or a similar kind of business similarly situated or as required by Client.

7. **Indemnification.** The Service Provider shall defend, indemnify and hold harmless Client, its elected officials, officers, employees and agents from any liability, claims, demands, suits, penalties, personal injury, judgments and costs of any kind whatsoever, arising out of, or in any way resulting from, the acts or omissions of the Service Provider, its officers, employees and agents, with respect to Service Provider's provision of services under this Agreement, provided; however, that the Service Provider shall not be required to indemnify or defend Client for any claims made against Client under the American Disabilities Act after completion of the work. The provisions of this section shall survive any termination of this Agreement.

8. **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

9. **Applicable Law**. This Agreement shall be governed by the laws of the State of Illinois. Service Provider hereby expressly consents to personal jurisdiction and venue in the state and federal courts for the county in which Client's principal place of business is located for any lawsuit filed which arises from or relates to this Agreement.

10. **Miscellaneous.** This Agreement may not be assigned without the written consent of the other party. Service Provider's services are personal in nature and may not be assigned or delegated to any other person. This Agreement represents the entire Agreement between the parties and supersedes any prior oral or written understandings with respect to the Services. This Agreement may only be amended by an agreement signed in writing by all of the parties hereto. Upon execution, this Agreement will be a valid and binding obligation of each party and enforceable in accordance with its terms.

[Exhibit A Follows]

Attachment: Buffalo Grove Professional Services Agreement V3 (2022-06-15) (O-2022-65 : Safe Step Sidewalk Repair Services)

Attachment: Buffalo Grove Professional Services Agreement V3 (2022-06-15) (O-2022-65 : Safe Step Sidewalk Repair Services)

Professional Services Agreement

Exhibit A

1. **Consultation**
    1. Safe Step LLC will provide recommendations for sidewalk program best practices based on current ADA and PROWAG standard
    2. Safe Step LLC will consult with Client to determine sidewalk defect identification criteria to be used in evaluating sidewalks; Final identification criteria will be approved by Client

2. **Sidewalk Evaluation**
    1. Using Client's approved sidewalk defect criteria, the sidewalk evaluation will identify and document locations for removal and replacement, sidewalk panel lifting, and horizontal saw-cutting
    2. Safe Step LLC will evaluate the sidewalk locations in the order of priority, as determined by Client, until the approved budget is met
    3. Identified defects will be recorded with relevant measurements, address, GPS coordinates, important notes, and a photo of the defect

3. **Documentation and Deliverables**
    1. Following the completion of the evaluation, Safe Step LLC will provide the sidewalk defect data through their proprietary online sidewalk management tool, allowing Client to review, make notes, and confirm the preferred repair type for each defect
    2. File types compatible with Client's GIS system will be provided
    3. An executive summary of the program results will be delivered to confirm Client objectives were achieved and provide decision-making information for future program phase

4. **Perform Horizontal Saw-Cutting Repairs**
    1. Safe Step LLC's proprietary online sidewalk management tool allows Client to monitor the saw-cutting in real-time, providing defect completion status as well as repair photos and timestamps for quality assurance
    2. Horizontal saw-cutting repairs will be made using the proprietary Precision Concrete Cutting Method; Safe Step LLC is the only entity in Wisconsin, Northern Illinois, and Southeast Minnesota authorized to use the Precision Concrete Cutting method for removing sidewalk trip hazards as described by the following patent numbers: U.S. Pat. No. 6,827,074, U.S. Pat. No. 7,000,606, U.S. Pat. No. 7,143,760, U.S. Pat. No. 6,896,604,

U.S. Pat. No. 7,201,644, U.S. Pat. No. 7,402,095. These patents refer to the equipment, methods, and dust abatement systems used by Safe Step LLC.

[Signature Page Follows]

SERVICE PROVIDER

Signature: _____

Name: _____

Title: _____

Date: _____

CLIENT

Signature: _____

Name: _____

Title: _____

Date: _____

Ordinance No. O-2022-66 : Ordinance Approving a Letter of Agreement Between the Village of Buffalo Grove and the Buffalo Grove Professional Firefighter/Paramedic Association

Recommendation of Action

Staff recommends approval of a side letter agreement with the Buffalo Grove Professional Firefighters/Paramedic Association to include wages for the period of May 1, 2022 to April 30, 2023.

Pursuant to the terms set forth in the collective bargaining agreement, dated May 1, 2020 - April 30, 2023, between the Village of Buffalo Grove and the Buffalo Grove Professional Firefighter/Paramedic Association, the parties have met and have reached an agreement on the attached Side Letter of Agreement which modifies Article VI, Section 6.1 - Salaries of the collective bargaining agreement.

The wage data contained within the Side Letter of Agreement before the Village Board is identical to the Agreement reached between the parties via collective bargaining.

The terms of this Side Letter of Agreement are as follows:

1. Award a 3.55 percent (7 step) increase for firefighter/paramedic classifications for the period of May 1, 2022 to April 30, 2023; and
2. Award a 3.55 percent (7 step) increase for fire lieutenant/paramedic classifications for the same period.

ATTACHMENTS:

- ORDINANCE 2022-2023 IAFF Side Letter Agreement - 6.1 Salaries and Benefits.pdf (DOCX)
- 2022-2023 Side Letter Wages (DOCX)

Trustee Liaison	**Staff Contact**
Pike	Arthur a Malinowski, Human Resources

Monday, June 20, 2022	

ORDINANCE NO. 2022- ____

AN ORDINANCE APPROVING A LETTER OF AGREEMENT BETWEEN THE VILLAGE OF BUFFALO GROVE AND THE BUFFALO GROVE PROFFESSIONAL FIREFIGHTER/PARAMEDIC ASSOCIATION

WHEREAS, the Village of Buffalo Grove is a Home Rule Unit by virtue of the Provisions of the Constitution of the State of Illinois of 1970; and

WHERAS, in accordance with the Illinois Public Labor Relations Act, the Village of Buffalo Grove entered into good faith collective bargaining and has thus reached an agreement with the Buffalo Grove Professional Firefighter/Paramedic Association, Local 3177, IAFF, AFL-CIO, CLC concerning wages, benefits and other terms and conditions of employment for the years so noted within the Side Letter of Agreement dated June 20, 2022.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS that:

Section1. The President and the Board of Trustees hereby accept the terms of the attached Letter of Agreement.

Section 2. The Village Manager is authorized to enter into the Letter of Agreement with the Buffalo Grove Professional Firefighter/Paramedic Association, Local 3177, IAFF, AFL-CIO, CLC.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval. This Ordinance shall not be codified.

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2022. APPROVED: _____, 2022.

_____
Village President

ATTEST:

_____
Village Clerk

Attachment: ORDINANCE 2022-2023 IAFF Side Letter Agreement - 6.1 Salaries and Benefits.pdf (O-2022-66 : Ordinance Approving Firefighter

Side Letter of Agreement
Between
The Village of Buffalo Grove
And
The Buffalo Grove Professional Firefighter/Paramedic Association,
Local 3177, IAFF.

June 20, 2022

Representatives from the Village of Buffalo Grove ("Village") and the Buffalo Grove Professional Firefighter/Paramedic Association ("Union") have met and reached agreement on this Side Letter of Agreement to the Collective Bargaining Agreement ("Agreement") between the parties dated May 1, 2020 through April 30, 2023 which modifies the following sections of the afore referenced Agreement, Supplemental Agreements and Departmental Standard Operating Procedures.

Article VI, Section 6.1 – Salaries

Salary Schedule – May 1, 2022 to April 30, 2023
Effective: May 1, 2022

A. Firefighter/Paramedic (3.55% Increase):
   1. The minimum and entrance salary at Step 284 as delineated in the Village of Buffalo Grove's Municipal Classification and Pay Plan, or $70,566.08; and,
   2. The maximum salary, exclusive of overtime pay shall be at Step 382 or $115,042.72.

B. Fire Lieutenant/Paramedic (3.55% Increase):
   1. The minimum and entrance salary at Step 392 as delineated in the Village of Buffalo Grove's Municipal Classification and Pay Plan, or $120,927.04; and,
   2. The maximum salary exclusive of overtime pay shall be at Step 413 or $134,278.56.

C. Fire Lieutenant/Non-Paramedic (3.55% Increase):
   1. The minimum and entrance salary at Step 388 as delineated in the Village of Buffalo Grove's Municipal Classification and Pay Plan, or $118,537.12; and,
   2. The maximum salary exclusive of overtime pay shall be at Step 409 or $131,626.56.

Step Plan Illustration – Firefighter/Paramedic –Effective: May 1, 2022

Starting pay:	$70,566.08 (Step 284)
Pay after first complete year of employment:	$75,668.32 (Step 298)
Pay after second complete year of employment:	$81,140.80 (Step 312)
Pay after third compete year of employment:	$87,008.48 (Step 326)
Pay after fourth complete year of employment:	$93,300.48 (Step 340)
Pay after fifth complete year of employment:	$100,048.00 (Step 354)
Pay after sixth complete year of employment:	$107,284.32 (Step 368)
Pay after seven or more complete years of employment:	$115,042.72 (Step 382)

Fire Lieutenant/Paramedic – Effective: May 1, 2022

Starting pay (newly promoted):	$120,927.04 (Step 392)
Pay after first complete year of employment:	$127,745.28 (Step 403)
Pay after two or more complete years of employment:	$134,278.56 (Step 413)

Fire Lieutenant/Non-Paramedic – Effective: May 1, 2022

Starting pay (newly promoted):	$118,537.12 (Step 388)
Pay after first complete year of employment:	$125,222.24 (Step 399)
Pay after two or more complete years of employment:	$131,626.56 (Step 409)

This Side Letter of Agreement is executed this 20th day of June 2022.

Attachment: 2022-2023 Side Letter Wages (O-2022-66 : Ordinance Approving Firefighter and Fire Lieutenant Wages)

For the Village of Buffalo Grove:

Dane C. Bragg
Village Manager

William M. Baker
Fire Chief

Arthur A. Malinowski, Jr.
Director of Human Resources

For IAFF, Local 3177:

Alfredo Caballero
President, IAFF Local 3177

Mike Manka
Vice President, IAFF Local 3177

David Zabilka
Secretary, IAFF Local 3177

Ordinance No. O-2022-67 : Ordinance Authorizing a Contract for Phase I Design Engineering Services with Civiltech Engineering, Inc. for the Lake Cook Road West Project

Recommendation of Action

Staff recommends approval.

Staff recommends approval of the Civiltech Engineering Inc. contract for Phase I Design Engineering Services for the Lake Cook Road West project with project limits of Raupp Boulevard to Arlington Heights Road subject to review and approval by Village Attorney. The Village has received a grant to pay for a portion of these services.

ATTACHMENTS:

- Memo T Bragg_CivilTech Design Contract_6-13-2022 (DOCX)
- Ordinance_CivilTech Design Contract_6-8-2022 (DOCX)
- Lake Cook Rd_AH to Raupp_Ph 1 Contract_6-14-2022 (PDF)

Trustee Liaison	**Staff Contact**
Pike	Darren Monico, Public Works

Monday, June 20, 2022	

VILLAGE OF
BUFFALO GROVE

MEMORANDUM

DATE: June 16, 2022

TO: Dane C. Bragg, Village Manager

FROM: Darren Monico, Village Engineer

SUBJECT: Award and Approval of a Phase I Design Engineering Agreement to Civiltech Engineering

Staff Recommendation

Staff recommends that the Village Board approve the Lake Cook Road West Project Phase I Design Engineering Agreement with CivilTech Engineering, Inc. pending Village Attorney review and approval.

Overview

In early 2022, staff advertised for Phase I & II design engineering services through a Qualifications Based Selection (QBS) process for the Lake Cook Road West Project. After a thorough review of five (5) submittals, the review committee selected Civiltech Engineering, Inc. This selection was made based on the criteria set forth in the Request for Qualifications. The QBS process followed all Federal guidelines required for this work to be eligible for Federal assistance.

At this time, Phase I is being funded partially by an Invest in Cook grant from the Cook County Department of Transportation and Highways (CCDOTH) with the remainder paid for by the Village. Other funding sources are being sought out and applied for. The project will be processed in a manner which keeps it eligible to receive federal funding in future phases. Phase II contract negotiations will occur at a later date when Phase I is nearing completion and/or when funds are available.

Phase I engineering is not to exceed the amount of $1,610,045.00. $500,000.00 of that total will be contributed by an Invest in Cook grant, only requiring the Village's obligation to be $1,110,045 for roadway rehabilitation. As a reminder, other funding sources are being sought out and applied for to complete this phase of engineering.

Attachment: Memo T Bragg_CivilTech Design Contract_6-13-2022 (O-2022-67 : Lake Cook Road (Raupp to AH Rd) Phase I Design Contract

ORDINANCE 2022-____

AN ORDINANCE AUTHORIZING AN ENGINEERING AGREEMENT FOR DESIGN ENGINEERING SERVICES WITH CIVILTECH ENGINEERING, INC.

WHEREAS, the Village of Buffalo Grove is a home rule unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Village seeks to enter into a contract for Phase I Design Engineering Services with CivilTech Engineering, Inc. for the Lake Cook Road West Rehabilitation Project from Raupp Boulevard to Arlington Heights Road.

NOW THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS, as follows:

SECTION 1. The foregoing recitals are hereby adopted and incorporated and made a part of this Ordinance as if fully set forth herein.

SECTION 2. The Village Manager is authorized to enter into a contract for Design Engineering Services with CivilTech Engineering, Inc. for the design of the Lake Cook Road West Rehabilitation Project at a price not to exceed $1,610,045.00, subject to final review and approval by the Village Attorney.

SECTION 3. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

SECTION 4. This Ordinance shall be in full force and effect from and after its passage and approval and shall not be codified.

AYES: _____
NAYES: _____
ABSENT: _____
PASSED: _____, 2022
APPROVED: _____, 2022

APPROVED:

_____
Beverly Sussman, Village President

ATTEST:

_____
Janet Sirabian, Village Clerk

Attachment: Ordinance_CivilTech Design Contract_6-8-2022 (O-2022-67 : Lake Cook Road (Raupp to AH Rd) Phase I Design Contract Approval)

VILLAGE OF BUFFALO GROVE
PROFESSIONAL SERVICES AGREEMENT
LAKE COOK ROAD WEST PHASE I & II ENGINEERING

THIS AGREEMENT is dated as of the 20th day of June 2022 ***("Agreement")*** and is by and between the **VILLAGE OF BUFFALO GROVE,** an Illinois home rule municipal corporation ***("Village")*** and the Consultant identified in Subsection 1A below.

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the Village's statutory and home rule powers, the parties agree as follows:

SECTION 1. CONSULTANT.

A. Engagement of Consultant. The Village desires to engage the Consultant identified below to provide all necessary professional consulting services and to perform the work in connection with the project identified below:

Civiltech Engineering, Inc. ("Consultant")
Two Pierce Place, Suite 1400
Itasca, IL 60143
Telephone: (630) 773-3900
Email: JVana@civiltechinc.com

B. Project Description. The Consultant shall provide Engineering Services for Lake Cook Road West Phase I & II.

C. Representations of Consultant. The Consultant has submitted to the Village a description of the services to be provided by the Consultant, a copy of which is attached as Exhibit B to this Agreement ("Services"). The Consultant represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the professional consulting services set forth in Exhibit B in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

SECTION 2. SCOPE OF SERVICES.

A. **Retention of the Consultant.** The Village retains the Consultant to perform, and the Consultant agrees to perform, the Services.

B. **Services.** The Consultant shall provide the Services pursuant to the terms and conditions of this Agreement.

C. **Commencement.** Time of Performance. The Consultant shall commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties (the "Commencement Date"). The Consultant shall diligently and continuously prosecute the Services until the completion of the Work.,

D. **Reporting.** The Consultant shall regularly report to the Public Works Director ("Director"), or his/her designee, regarding the progress of the Services during the term of this Agreement.

Attachment: Lake Cook Rd_AH to Raupp_Ph 1 Contract_6-14-2022 (O-2022-67 : Lake Cook Road (Raupp to AH Rd) Phase I Design Contract

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

A. **Agreement Amount.** The total amount billed for the Services during the term of this Agreement shall not exceed the amount identified in the Schedule of Prices section in Exhibit A, unless amended pursuant to Subsection 8A of this Agreement.

B. **Invoices and Payment.** The Firm shall submit invoices to the Village for all Services and subcontractor services monthly. The Invoices shall be in a Village approved and itemized format for those portions of the Services performed and completed by the Firm. The amount billed in any such invoice shall be based on the method of payment set forth in Exhibit B. The Village shall pay to the Firm the amount billed pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.)

C. **Records**. The Consultant shall maintain records showing actual time devoted and costs incurred and shall permit the authorized representative of the Village to inspect and audit all data and records of the Consultant for work done under the Agreement. The records shall be made available to the Village at reasonable times during the Agreement period, and for three years after the termination of the Agreement.

D. **Claim in Addition to Agreement Amount**. if the Consultant wishes to make a claim for additional compensation as a result of action taken by the Village, the Consultant shall provide written notice to the Village of such claim within 7 calendar days after occurrence of such action as provided by Subsection 8.D. of this Agreement, and no claim for additional compensation shall be valid unless made in accordance with this Subsection. Any changes in this Agreement Amount shall be valid only upon written amendment pursuant to Subsection 8.A. of this Agreement. Regardless of the decision of the Village relative to a claim submitted by the Consultant, the Consultant shall proceed with all of the Services required to complete the project under this Agreement as determined by the Village without interruption.

Attachment: Lake Cook Rd_AH to Raupp_Ph 1 Contract_6-14-2022 (O-2022-67 : Lake Cook Road (Raupp to AH Rd) Phase I Design Contract

SECTION 3. COMPENSATION AND METHOD OF PAYMENT (cont.)

E. **Taxes, Benefits and Royalties.** The Agreement Amount includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

F. **Final Acceptance.** The Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by the Village of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed.

SECTION 4. PERSONNEL SUBCONTRACTORS.

A. **Key Project Personnel.** The Key Project Personnel identified in Exhibit B shall be primarily responsible for carrying out the Services on behalf of the Consultant. The Key Project Personnel shall not be changed without the Village's prior written approval.

B. **Availability of Personnel.** The Consultant shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Consultant shall notify the Village as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Consultant shall have no claim for damages and shall not bill the Village for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassigning, or resignation.

Attachment: Lake Cook Rd_AH to Raupp_Ph 1 Contract_6-14-2022 (O-2022-67 : Lake Cook Road (Raupp to AH Rd) Phase I Design Contract

SECTION 4. PERSONNEL SUBCONTRACTORS (cont.)

C. **Approval and Use of Subcontractors**. The Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the Village in writing. All subcontractors and subcontracts used by the Consultant shall be acceptable to, and approved in advance by, the Village. The Village's approval of any subcontractor or subcontract shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by the Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. For purposes of this Agreement, the term "Consultant" shall be deemed also to refer to all subcontractors of the Consultant, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.

D. **Removal of Personnel and Subcontractors.** If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the Village, the Consultant shall immediately upon notice from the Village remove and replace such personnel or subcontractor. The Consultant shall have no claim for damages, for compensation in excess of the amount contained in this Agreement of for a delay or extension of the Time of Performance as a result of any such removal or replacement. The Firm shall employ competent staff and shall discharge, at the request of the Village Manager, any incompetent, unfaithful, abusive or disorderly staff or subcontractor in its employ.

SECTION 5. CONFIDENTIAL INFORMATION.

A. **Confidential Information.** The term "Confidential Information" shall mean information in the possession or under the control of the Village relating to the technical, business or corporate affairs of the Village; Village property; user information, including, without limitation, any information pertaining to usage of the Village's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. Village Confidential Information shall not include information that can be demonstrated: (i) to have been rightfully in the possession of the Consultant from a source other than the Village prior to the time of disclosure of said information to the Consultant under this Agreement ("Time of Disclosure"); (ii) to have been in the public domain prior to the Time of Disclosure; (iii) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Consultant or the Village; or (iv) to have been supplied to the Consultant after the Time of Disclosure without restriction by a third party who is under no obligation to the Village to maintain such information in confidence.

B. **No Disclosure of Confidential Information by the Consultant**. The Consultant acknowledges that it shall, in performing the Services for the Village under this Agreement, have access to or be directly or indirectly exposed to Confidential Information. The Consultant shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without express prior written consent of the Village. The Consultant shall use reasonable measures at least as strict as those the Consultant uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to Confidential Information.

Attachment: Lake Cook Rd_AH to Raupp_Ph 1 Contract_6-14-2022 (O-2022-67 : Lake Cook Road (Raupp to AH Rd) Phase I Design Contract

SECTION 6. WARRANTY; INDEMNIFICATION; INSURANCE

A. **Warranty of Services.** The Consultant warrants that the Services shall be performed in accordance with the highest standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the Time of Performance, The warranty expressed shall be in addition to any other warranties expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the Village.

B. **Indemnification**. The Consultant shall, without regard to the availability or unavailability of any insurance, either of the Village or the Consultant, indemnify, save harmless, and defend the Village, and its officials, employees, agents, and attorneys against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that arise, or may be alleged to have arisen, out of or in connection with, the Consultant's performance of, or failure to perform, the Services or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of the Consultant, except to the extent caused by the sole negligence of the Village.

C. **Insurance.** Contemporaneous with the Consultant's execution of this Agreement, the Consultant shall provide certificates and policies of insurance, all with coverages and limits acceptable to the Village, and evidencing at least the minimum insurance coverages and limits as set forth in Exhibit B to this Agreement. For good cause shown, the Public Works Director ("Director") may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the Director may impose in the exercise of his sole discretion. Such certificates and policies shall be in a form acceptable to the Village and from companies with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide. Such insurance policies shall provide that no change, modification in, or cancellation of, any insurance shall become effective until the expiration of 30 calendar days after written notice thereof shall have been given by the insurance company to the Village. The Consultant shall, at all times during the term of this Agreement, maintain and keep in force, at the Consultant's expense, the insurance coverages provided above, including, without limitation, at all times while correcting any failure to meet the warranty requirements of Subsection 6.A., Warranty of Services, of this Agreement.

D. **No Personal Liability**. No elected or appointed official, agent, or employee of the Village shall be personally liable, in law or in contract, to the Consultant as the result of the execution of this Agreement.

E. **Kotecki Waiver**. In addition to the requirements set forth above, the Firm (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Worker's Compensation Act and cases decided there under. Firm agrees to indemnify and defend the Village from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Village may sustain as a result of personal injury claims by Firm's employees, except to the extent those claims arise as a result of the Village's own negligence

Attachment: Lake Cook Rd_AH to Raupp_Ph 1 Contract_6-14-2022 (O-2022-67 : Lake Cook Road (Raupp to AH Rd) Phase I Design Contract

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS.

A. **Relationship of the Parties**. The Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed (i) to create the relationship of principal and agent, employer and employee, partners, or joint ventures between the Village and Consultant; or (ii) to create any relationship between the Village and any subcontractor of the Consultant.

B. **Conflict of Interest.** The Consultant represents and certifies that, to the best of its knowledge, (1) no Village employee or agent is interested in the business of the Consultant or this Agreement; (2) as of the date of this Agreement neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

C. **No Collusion**. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 1LCS 5/33E-1 et seq. The Consultant represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.

D. **Sexual Harassment Policy.** The Consultant certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 512-105(A)(4).

E. **Termination**. Notwithstanding any other provision hereof, the Village may terminate this Agreement, without cause, at any time upon 15 calendar days prior written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed as determined as provided in Exhibit B.

F. **Term**. The term of this agreement shall be dictated by the requirements of the individual project.

Attachment: Lake Cook Rd_AH to Raupp_Ph 1 Contract_6-14-2022 (O-2022-67 : Lake Cook Road (Raupp to AH Rd) Phase I Design Contract

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS (cont.)

G. **Compliance with Laws and Grants.** Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. Consultant shall also comply with all conditions of any federal, state, or local grant received by Owner or Consultant with respect to this Agreement or the Services.

Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Consultant's, or its subcontractors', performance of, or failure to perform, the Services or any part thereof.

Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

H. **Default.** if it should appear at any time that the Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("Event of Default"), and fails to cure any such Event of Default within fourteen (14) calendar days after the Consultant's receipt of written notice of such Event of Default from the Village, then the Village shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. **Cure by Consultant.** The Village may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement.

2. **Termination of Agreement by Village.** The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement.

3. **Withholding of Payment by Village.** The Village may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Consultant or as a result of actions taken by the Village in response to any Event of Default by the Consultant.

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SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS (cont.)

I. **No Additional Obligation.** The Parties acknowledge and agree that the Village is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Consultant or with any vendor solicited or recommended by the Consultant.

J. **Village Board Authority**. Notwithstanding any provision of this Agreement, any negotiations, or agreements with, or representations by the Consultant to vendors shall be subject to the approval of the Village Board of Trustees. The Village shall not be liable to any vendor or other third party for any agreements made by the Consultant, purportedly on behalf of the Village, without the knowledge and approval of the Village Board of Trustees.

K. **Mutual Cooperation**. The Village agrees to cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with such confidential and non-confidential information that the Village may have that may be relevant and helpful to the Consultant's performance of the Services. The Consultant agrees to cooperate with the Village in the performance of the Services to complete the Work and with any other consultants engaged by the Village.

L. **News Releases**. The Consultant shall not issue any news releases or other public statements regarding the Services without prior approval from the Director. Nothing Herein shall limit the Firm's right to identify the Village as a client of the Firm or from disclosing matters arising from the relationship between the Village and the Firm that are subject to disclosure under the Illinois Freedom of Information Act, (5 ILCS 140, et seq)

M. **Ownership**. Designs, drawings, plans, specifications, photos, reports, information, observations, records, opinions, communications, digital files, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received by the Consultant in connection with any or all of the Services to be performed under this Agreement ("Documents") shall be and remain the exclusive property of the Village. At the Village's request, or upon termination of this Agreement, the Consultant shall cause the Documents to be promptly delivered to the Village, in original format or a suitable facsimile acceptable to the Village

N. Favorable Terms. Consultant represents that all of the benefits and terms granted by Firm herein are at least as favorable as the benefits and terms granted by Firm to Illinois Home Rule Municipalities

Should consultant enter into any subsequent agreement with any Illinois Home Rule Municipalities, during the term of this Agreement, which provides for benefits or terms more favorable than those contained in this Agreement, including all exhibits to this Agreement, then this Agreement shall be deemed to be modified to provide the Village with those more favorable benefits and terms.

Consultant shall notify the Village, in writing, promptly of the existence of such more favorable benefits and terms and the Village shall have the right to receive the more favorable benefits and terms immediately. If requested in writing by the Village, consultant shall amend this Agreement to contain the more favorable terms and conditions.

Attachment: Lake Cook Rd_AH to Raupp_Ph 1 Contract_6-14-2022 (O-2022-67 : Lake Cook Road (Raupp to AH Rd) Phase I Design Contract

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS (cont.)

M. **Joint Purchasing/Purchasing Extension.** The purchase of goods and services pursuant to the terms of this Agreement shall also be offered for purchases to be made by other Village, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, et seq. (the "Act"). All purchases and payments made under the Act shall be made directly by and between each municipality and the Consultant. The Consultant agrees that the Village shall not be responsible in any way for purchase orders or payments made by the other Village. The Consultant further agrees that all terms and conditions of this Agreement shall continue in full force and effect as to other Village during the extended term of this Agreement.

The Consultant and the other Village may negotiate such other and further terms and conditions to this Agreement ("Other Terms") as individual projects may require. In order to be effective, Other Terms shall be reduced to writing and signed by a duly authorized representative of both the Consultant and the other municipality.

The Consultant shall provide other Village with all documentation as required in the Request for Qualifications, and as otherwise required by the Village including, but not limited to:

- Certificate of insurance naming each additional municipality as an additional insured

SECTION 8. GENERAL PROVISIONS.

A. **Amendment.** No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.

B. **Assignment**. This Agreement may not be assigned by the Village or by the Consultant without the prior written consent of the other party.

C. **Binding Effect.** The terms of this Agreement shall bind and inure to the benefit of the Parties hereto and their agents, successors, and assigns

Attachment: Lake Cook Rd_AH to Raupp_Ph 1 Contract_6-14-2022 (O-2022-67 : Lake Cook Road (Raupp to AH Rd) Phase I Design Contract

SECTION 8. GENERAL PROVISIONS (cont)

D. **Notice**. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic Internet mail ("e-mail"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail. By notice complying with the requirements of this Subsection, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received. The provisions of this Section 8 D shall not control with respect to the manner of communications utilized by the consultant in rendering the Services.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Buffalo Grove ("Village")
50 Raupp Blvd.
Buffalo Grove, IL 60089
Attn: Dane Bragg
Email:dbragg@vbg.org
cc:

With a copy to

Law Firm.
Street
City, State, Zip
Attention:
Email:

Notices and communications to the Consultant shall be addressed to, and delivered at, the following address:

Company. ("Consultant")
Street
City, State, Zip
Attention:
Email:

Attachment: Lake Cook Rd_AH to Raupp_Ph 1 Contract_6-14-2022 (O-2022-67 : Lake Cook Road (Raupp to AH Rd) Phase I Design Contract

SECTION 8. GENERAL PROVISIONS (cont)

E. **Third Party Beneficiary.** No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation other than the Consultant shall be made or be valid against the Village.

F. **Provisions Severable**. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

G. **Time**. Time is of the essence in the performance of this Agreement.

H. **Governing Laws.** This Agreement shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois. Venue shall be in Cook County, Illinois

I. **Entire Agreement**. This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the Village and the Consultant with respect to the Request for Proposal.

J. **Waiver.** No waiver of any provision of this Agreement shall be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

K. **Exhibit.** Exhibit, A and Exhibit B are attached hereto, and by this reference incorporated in and made a part of this Agreement. In the event of a conflict between the Exhibit and the text of this Agreement, the text of this Agreement shall control.

L. **Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law

M. **Counterpart Execution.** This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

N. **Calendar Days and Time**. Unless otherwise provided in this Contract, any reference in this Contract to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Contract falls on a Saturday, Sunday or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday or federal holiday.

O. **No Waiver of Tort Immunity.** Nothing contained in this Agreement shall constitute a waiver by the Village of any right, privilege or defense available to the Village under statutory or common law, including, but not limited to, the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq., as amended.

Attachment: Lake Cook Rd_AH to Raupp_Ph 1 Contract_6-14-2022 (O-2022-67 : Lake Cook Road (Raupp to AH Rd) Phase I Design Contract

SECTION 8. GENERAL PROVISIONS (cont)

P. **Freedom of Information.** The Firm agrees to furnish all documentation related to the Contract, the Work and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) calendar days after the Village issues Notice of such request to the Firm. The Firm agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to attorney's and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Firm's actual or alleged violation of FOIA or the Firm's failure to furnish all documentation related to a FOIA request within five (5) calendar days after Notice from the Village for the same. Furthermore, should the Firm request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Firm agrees to pay all costs connected therewith (such as attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. This defense shall include, but not be limited to, any challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction.

Q. **Counterpart Execution.** This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Acknowledgement.

The undersigned hereby represent and acknowledge that they have read the foregoing Agreement, that they know its contents, and that in executing this Agreement they have received legal advice regarding the legal rights of the party on whose behalf they are executing this Agreement, and that they are executing this Agreement as a free and voluntary act and on behalf of the named parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

ATTEST: **VILLAGE OF BUFFALO GROVE**

By: _____ **By:** _____
Village Clerk **Name, Title**

Date:_____

ATTEST: **Company**

By: _____ **By:**_____

Title: _____ **Title:** _____

Date:_____

Attachment: Lake Cook Rd_AH to Raupp_Ph 1 Contract_6-14-2022 (O-2022-67 : Lake Cook Road (Raupp to AH Rd) Phase I Design Contract

Exhibit A.
Agreed Upon Pricing Structure

Attachment: Lake Cook Rd_AH to Raupp_Ph 1 Contract_6-14-2022 (O-2022-67 : Lake Cook Road (Raupp to AH Rd) Phase I Design Contract

Lake Cook Road West Phase I Study
Arlington Heights Road to Raupp Boulevard
Village of Buffalo Grove

COST ESTIMATE OF CONSULTANT SERVICES
PHASE I ENGINEERING

		Personnel & Hours									
		Senior Project Manager	Project Manager	Project Engineer	Design Engineer	Sr. Drainage Engineer	Drainage Engineer	Sr. Structural Engineer	Structural Engineer	Design Technician	Landscape Architect
		$70.00	$60.00	$46.00	$37.00	$70.00	$40.00	$70.00	$41.00	$40.00	$57.00
	Task										
FEASIBILITY STUDY											
1	Early Coordination and Data Collection										
		0	20	48	70	0	0	0	0	48	
2	Field Survey and Preparation of Base Maps										
		0	18	12	14	0	0	0	0	20	
3	Crash Analyses										
		4	16	8	0	0	0	0	0	0	
4	Traffic Analyses										
		0	30	198	32	0	0	0	0	20	
5	Alternate Geometric Studies										
		16	52	124	244	0	0	0	0	24	
6	Drainage Study										
		0	8	0	0	35	236	0	0	0	
7	Structural Studies										
		0	0	0	0	0	0	61	127	0	
8	Preliminary Highway Traffic Noise Analysis										
		2	38	60	200	0	0	0	0	0	
9	Development of Project Purpose & Need										
		16	30	60	16	0	0	0	0	52	
10	Alternatives to be Carried Forward										
		26	66	118	144	0	0	0	0	60	
11	Preliminary Cost Estimates										
		6	10	32	56	0	0	0	0	0	
12	Public Involvement										
		96	170	272	204	0	0	0	0	498	2
13	Draft PEL Report										
		8	44	80	92	0	0	0	0	76	
14	Final PEL Report										
		6	10	24	36	0	0	0	0	20	
15	Funding Application										
		4	8	8	0	0	0	0	0	20	
16	Agency Coordination										
		96	90	28	0	0	0	0	0	0	
17	Supervision, Administration, and Project Coordination										
		84	84	12	12	12	0	12	0	0	
	Sub-Total Feasibility Study	**364**	**694**	**1,084**	**1,120**	**47**	**236**	**73**	**127**	**838**	**2**
	% of Hours	7.4%	14.2%	22.1%	22.9%	1.0%	4.8%	1.5%	2.6%	17.1%	0.5%

Lake Cook Road West Phase I Study
Arlington Heights Road to Raupp Boulevard
Village of Buffalo Grove

COST ESTIMATE OF CONSULTANT SERVICES
PHASE I ENGINEERING

	Personnel & Hours									
	Senior Project Manager	Project Manager	Project Engineer	Design Engineer	Sr. Drainage Engineer	Drainage Engineer	Sr. Structural Engineer	Structural Engineer	Design Technician	Landscape Architect
	$70.00	$60.00	$46.00	$37.00	$70.00	$40.00	$70.00	$41.00	$40.00	$57.00
Task										
PREFERRED IMPROVEMENT										
1 Traffic Analyses										
	0	4	32	0	0	0	0	0	0	
2 Alternate Geometric Studies										
	20	66	174	276	0	0	0	0	84	
3 Subsurface Soils and Pavement Investigation										
	4	14	30	36	0	0	0	0	0	
4 Preliminary Environmental Site Assessment										
	0	6	2	0	0	0	0	0	0	
5 Wetland Study										
	0	10	2	0	0	0	0	0	0	
6 Drainage Study										
	0	8	0	0	66	421	0	0	0	
7 Structural Studies										
	0	0	0	0	0	0	75	141	2	
8 Highway Traffic Noise Analysis										
	12	70	88	162	0	0	0	0	68	
9 Air Quality Analysis										
	0	8	24	32	0	0	0	0	0	
10 Tree Survey										
	0	10	2	0	0	0	0	0	0	
11 Section 4(f) Evaluation and Documentation										
	38	77	98	115	0	0	0	0	88	
12 Section 6(f) Documentation										
	44	68	88	80	0	0	0	0	60	
13 Detailed Cost Estimate										
	34	34	60	68	14	28	0	0	0	
14 Project Development Report (Draft)										
	22	56	100	100	2	4	2	4	100	
15 Public Involvement and Public Hearing										
	45	81	126	80	0	0	0	0	242	1
16 Project Development Report (Final)										
	6	36	68	60	0	2	0	2	60	

Lake Cook Road West Phase I Study
Arlington Heights Road to Raupp Boulevard
Village of Buffalo Grove

COST ESTIMATE OF CONSULTANT SERVICES
PHASE I ENGINEERING

	Personnel & Hours									
	Senior Project Manager	Project Manager	Project Engineer	Design Engineer	Sr. Drainage Engineer	Drainage Engineer	Sr. Structural Engineer	Structural Engineer	Design Technician	Landscape Architect
	$70.00	$60.00	$46.00	$37.00	$70.00	$40.00	$70.00	$41.00	$40.00	$57.00
Task										
17 Funding Applications										
	13	19	79	130	0	0	0	0	36	
18 Agency Coordination										
	84	76	0	0	0	0	0	0	0	
19 Supervision, Administration, and Project Coordination										
	158	158	24	24	24	0	24	0	0	
Sub-Total Preferred Improvement	**480**	**801**	**997**	**1,163**	**106**	**455**	**101**	**147**	**740**	**1**
% of Hours	9.2%	15.4%	19.1%	22.3%	2.0%	8.7%	1.9%	2.8%	14.2%	0.3%
Total Costs	**844**	**1,495**	**2,081**	**2,283**	**153**	**691**	**174**	**274**	**1,578**	**4**
% of Hours	8.3%	14.8%	20.6%	22.6%	1.5%	6.8%	1.7%	2.7%	15.6%	0.4%
Direct Costs (See Exhibit A-4)										
OH Rate	**1.0960**									
Fixed Fee										
Subconsultants (See Exhibit A-4)										

R = Complexity Factor = 0
DL = Direct Labor
OH = Overhead = 109.60%
FF = Fixed Fee = 30.39%
where FF = 14.5%[DL + R(DL)+OH(DL)+IHDC]

Lake Cook Road West Phase I Study
Arlington Heights Road to Raupp Boulevard
Village of Buffalo Grove

WORKHOUR ESTIMATE
FEASIBILITY STUDY

Item No.	Task	Senior Project Manager	Project Manager	Project Engineer	Design Engineer	Sr. Drainage Engineer	Drainage Engineer	Sr. Structural Engineer	Structura Enginee
1	**Early Coordination and Data Collection**								
A.	Collect and review previous studies and existing roadway plans.			4					
B.	Collect Land Use, Zoning, School District, Park District maps and plans.				2				
C.	Obtain public and private utility atlases.			2	4				
D.	Perform project area reconnaissance and prepare photolog.				8				
E.	Obtain and review existing signal timings and plans.		2	4					
F.	Prepare Project Program Information (PPI) Form.		2	4					
G.	Prepare and process Environmental Survey Request Forms. Include ground level photos of buildings 40 years or older.		8	20	32				
H.	Prepare Initial Coordination Meeting Data Form (BLR 22410)			2	4				
I.	Prepare Addendum Environmental Survey Request forms and exhibits.		8	12	20				
	Sub-total Item 1	**0**	**20**	**48**	**70**	**0**	**0**	**0**	**0**
2	**Field Survey and Preparation of Base Maps**								
A.	Development of project base sheets.		2	4	6				
B.	Weidner Park ownership investigation		4	4					
C.	Coordination with subconsultant.		8						
D.	Field survey QA/QC review including field visit investigation.		4	4	8				
	Sub-total Item 2	**0**	**18**	**12**	**14**	**0**	**0**	**0**	**0**
3	**Crash Analyses**								
	Crash analyses will be conducted by a subconsultant - Peralte-Clark LLC								
A.	Coordination with subconsultant.		8						
B.	Crash analysis QA/QC.	4	8	8					
	Sub-total Item 3	**4**	**16**	**8**	**0**	**0**	**0**	**0**	**0**
4	**Traffic Analyses**								
A.	**Existing Traffic Data Collection**								
1	24-Hour turning movement traffic counts (6 intersections)				12				
3	Reduce and tabulate traffic count data and prepare exhibits.			2					
4	Obtain and review existing signal timing data from LCDOT and/or CCDTH.			4					
	Subtotal Task 4-A	**0**	**0**	**6**	**12**	**0**	**0**	**0**	**0**
B.	**Checker Road-Schaeffer Road Analysis**								
1	Perform license plate study during the A.M. and P.M. peak hours at Checker Road/Arlington Heights Road and Schaeffer Road/Lake Cook Road to confirm presence and magnitude of traffic avoiding the Lake Cook Road/Arlington Heights Road intersection.			4	20				

Lake Cook Road West Phase I Study
Arlington Heights Road to Raupp Boulevard
Village of Buffalo Grove

WORKHOUR ESTIMATE
FEASIBILITY STUDY

Item No.	Task	Senior Project Manager	Project Manager	Project Engineer	Design Engineer	Sr. Drainage Engineer	Drainage Engineer	Sr. Structural Engineer	Structura Enginee
C.	**Future Traffic Projections**								
1	Obtain and review 2050 traffic projections from CMAP for No-Action and up to five Build alternatives.		2	8					
2	Develop 2050 A.M. and P.M. Design Hourly Volumes (DHVs) for the No-Build alternative as well as each of the five Build alternatives.		4	48					
3	Adjust 2050 Build traffic volumes for each alternative as needed to account for traffic that may return to the Lake Cook/Arlington Heights intersection instead of using Checker Road and Schaeffer Road.		2	8					
	Subtotal Task 4-C	**0**	**8**	**64**	**0**	**0**	**0**	**0**	**0**
D.	**Traffic Analysis**								
1	Develop A.M. and P.M. peak hour Synchro models for the existing roadway network and signal timings.		2	24					
2	Analyze A.M. and P.M. peak hour intersection queues under existing conditions using SimTraffic.		2	4					
3	Develop A.M. and P.M. peak hour Synchro models for 2050 No-Action and five concept alternatives and analyze queues in SimTraffic.		12	72					
4	Summarize and tabulate the results of the Synchro and SimTraffic analyses.		4	16					
	Subtotal Task 4-D	**0**	**20**	**116**	**0**	**0**	**0**	**0**	**0**
	Sub-total Item 4	**0**	**30**	**198**	**32**	**0**	**0**	**0**	**0**

5	**Alternate Geometric Studies**								
Preliminary Alternative Concepts									
A.	Develop Conceptual typical cross section alternatives.	2	2	8	12				
B.	Develop preliminary horizontal geometrics for up to three alternatives.	6	30	80	160				
D.	Analyze pedestrian/bicycle accommodation alternates.	2	8	16	24				
E.	Prepare horizontal plan exhibits.	2	2	4	16				
F.	Submit preliminary geometric concepts to Buffalo Grove, CCDTH, and LCDOT for review.	2	2						
G.	Revise concepts based upon review comments.	2	8	16	32				
	Sub-total Item 5	**16**	**52**	**124**	**244**	**0**	**0**	**0**	**0**

6	**Drainage Study**								
Existing Drainage									
A.	Prepare General Location Drainage Map.					1	8		
B.	Prepare Existing Drainage Plan Exhibits		4			10	80		
Proposed Drainage									
A.	Develop Alternatives for Stormwater Detention					2	24		
B.	Develop Alternatives for Floodplain Compensatory Storage					2	12		

Lake Cook Road West Phase I Study
Arlington Heights Road to Raupp Boulevard
Village of Buffalo Grove

WORKHOUR ESTIMATE
FEASIBILITY STUDY

Item No.	Task	Senior Project Manager	Project Manager	Project Engineer	Design Engineer	Sr. Drainage Engineer	Drainage Engineer	Sr. Structural Engineer	Structura Enginee
7	**Structural Studies**								
A.	Detailed inspection of the existing bridge carrying Lake Cook Road over Buffalo Creek (SN 016-3203)							24	24
B.	Prepare BCR for the Lake Cook Road Bridge over Buffalo Creek							32	88
C.	Respond to BCR review comments							4	12
D.	Coordination with subconsultant.							1	3
	Sub-total Item 7	**0**	**0**	**0**	**0**	**0**	**0**	**61**	**127**
8	**Preliminary Highway Traffic Noise Analysis**								
A.	Conduct field measurements to quantify the level of existing highway noise at five receptor locations.		6	6	12				
B.	Validate the FHWA Traffic Noise Model based on field measurements.		4	16	60				
C.	Predict existing highway noise levels at 18 sensitive receptors using the FHWA Traffic Noise Model.		12	12	30				
D.	Perform highway noise analysis for 2050 No-Action Alternative.		4	6	20				
E.	Perform preliminary highway noise analysis for 2050 for three alts.	2	12	20	78				
	Sub-total Item 8	**2**	**38**	**60**	**200**	**0**	**0**	**0**	**0**
9	**Development of Project Purpose & Need**								
A.	Develop Purpose and Need Statement report text	8	20	32					
B.	Prepare exhibits to support the Purpose and Need		2	12	16				
C.	Document revisions (up to two revisions)	8	8	16					
	Sub-total Item 9	**16**	**30**	**60**	**16**	**0**	**0**	**0**	**0**
10	**Alternatives to be Carried Forward**								
A.	Determine alternative evaluation criteria.		2	4	4				
B.	Evaluate and quantify alternative impacts for three corridor and three intersection alternatives.	4	16	24	40				
C.	Evaluate measures to avoid, minimize, or mitigate impacts for three corridor and three intersection alternatives.	4	8	20	20				
D.	Develop Alternatives to be Carried Forward report text	8	20	40	40				
E.	Prepare exhibits to support the Alternatives to be Carried Forward			10	20				
F.	Document revisions (up to two revisions)	10	20	20	20				
	Sub-total Item 10	**26**	**66**	**118**	**144**	**0**	**0**	**0**	**0**
11	**Preliminary Cost Estimates**								
A.	Prepare order of magnitude costs for up to three corridor alternatives and three intersection alternatives.	4	8	24	40				
B.	Revise cost estimates (up to one revision).	2	2	8	16				

Lake Cook Road West Phase I Study
Arlington Heights Road to Raupp Boulevard
Village of Buffalo Grove

WORKHOUR ESTIMATE
FEASIBILITY STUDY

Item No.	Task	Senior Project Manager	Project Manager	Project Engineer	Design Engineer	Sr. Drainage Engineer	Drainage Engineer	Sr. Structural Engineer	Structura Enginee
12	**Public Involvement**								
Stakeholder Involvement Group Meetings (Assume Two Meetings)									
A.	Selection of and coordination with meeting venue.		4						
B.	Preparation of meeting exhibits.	4	8	16	16				
C.	Preparation of SIG meeting presentation.	8	16	32	32				
D.	Preparation for and attendance at dry run with Village and County staff.	16	16	16					
E.	Attendance at meeting.	8	8	8					
F.	Preparation of meeting minutes.		8	16					
Public Information Meetings (Assume Two Meetings)									
A.	Selection of and coordination with meeting venue for in person meeting.		4						
B.	Preparation of public meeting newspaper display advertisement.		4	4					
C.	Preparation of public meeting brochure.	6	4	8					
D.	Preparation and distribution of public meeting notification letters.		2	8	8				
E.	Preparation of public meeting exhibits (includes 3D model and rendering).	16	16	24	16				
F.	Preparation of PowerPoint presentation	4	8	32	48				
G.	Preparation for and attendance at dry run with Village and County staff.	8	8	16					
H.	Attendance at in person public meeting.	8	8	8					
I.	Attendance at virtual public meeting.	8	8	8	8				
J.	Preparation of meeting minutes and disposition of public meeting comments.	4	20	40					
Project Branding									
A.	Development of project branding for public materials and website.	2	2						
Stakeholder Involvement Plan (SIP)									
A.	Development of SIP.	4	8	8	16				
B.	Revision of SIP (up to one revision).		4	4					
B.	Update of SIP (up to one update).		4	4					
Project Website									
A.	Initial setup and preparation of project website.		2	8	32				
B.	Website updates.		2	4	16				
C.	Respond to website inquiries.		4	4	8				
Drone Photography									
A.	Collection of drone photography (one site visit).								
B.	Aerial mapping updates.								
PEL Documentation									
A.	Provide summary documentation of public engagement activities.		2	4	4				
	Sub-total Item 12	**96**	**170**	**272**	**204**	**0**	**0**	**0**	**0**

13	**Draft PEL Report**								
A.	Documentation of existing conditions.	2	4	16	20				

Lake Cook Road West Phase I Study
Arlington Heights Road to Raupp Boulevard
Village of Buffalo Grove

WORKHOUR ESTIMATE
FEASIBILITY STUDY

Item No.	Task	Senior Project Manager	Project Manager	Project Engineer	Design Engineer	Sr. Drainage Engineer	Drainage Engineer	Sr. Structural Engineer	Structura Enginee
14	**Final PEL Report**								
A.	Disposition of comments.	2	4	8	16				
B.	Revision of report and appendices.	4	6	16	20				
	Sub-total Item 14	**6**	**10**	**24**	**36**	**0**	**0**	**0**	**0**
15	**Funding Application**								
A.	Update 2021 Invest in Cook Application and supporting materials.	2	4	8					
B.	Review application with the Village and revise up to one time.	2	4						
	Sub-total Item 15	**4**	**8**	**8**	**0**	**0**	**0**	**0**	**0**
16	**Agency Coordination**								
A.	Bi-weekly meetings with Village/CCDTH/LCDOT staff. Assume 26 meetings through Feasibility Study.	26	26						
B.	Preparation for and attendance at IDOT Kickoff meeting.	2	4	4					
B.	Preparation for and attendance at 5 meetings with IDOT/FHWA.	40	20						
C.	Development of Timeframes Agreement.	8	16	16					
D.	Preparation of letters to Tribes at Purpose and Need and Alternatives Carried Forward coordination points. Includes up to one revision at each point.	4	8	8					
E.	Preparation for and attendance at 2 Village board meetings.	16	16						
	Sub-total Item 16	**96**	**90**	**28**	**0**	**0**	**0**	**0**	**0**
17	**Supervision, Administration, and Project Coordination**								
A.	Project setup, monthly invoicing, status reports & schedule monitoring.	12	12						
B.	Client Coordination.	40	40						
C.	In-House coordination meetings.	12	12	12	12	12		12	
D.	Quality Assurance/Quality Control In-House Reviews	20	20						
	Sub-total Item 17	**84**	**84**	**12**	**12**	**12**	**0**	**12**	**0**
	Total Hours:	**364**	**694**	**1084**	**1120**	**47**	**236**	**73**	**127**
	% of Hours:	**7.4%**	**14.2%**	**22.1%**	**22.9%**	**1.0%**	**4.8%**	**1.5%**	**2.6%**

Lake Cook Road West Phase I Study
Arlington Heights Road to Raupp Boulevard
Village of Buffalo Grove

WORKHOUR ESTIMATE
PREFERRED IMPROVEMENT PLAN

Item No.	Task	Senior Project Manager	Project Manager	Project Engineer	Design Engineer	Sr. Drainage Engineer	Drainage Engineer	Sr. Structural Engineer	Structura Enginee
1	**Traffic Analyses**								
A.	QA/QC for Intersection Design Studies		4	32					
	Sub-total Item 1	**0**	**4**	**32**	**0**	**0**	**0**	**0**	**0**
2	**Alternate Geometric Studies**								
A.	Prepare detailed horizontal geometrics on topographic base sheets.	6	24	40	80				
B.	Define vertical roadway geometrics including detailed analysis of proposed roadway cross sections.	6	24	82	100				
C.	Determine right-of-way acquisition and grading easement limits.	2	2	8	16				
D.	Quantify environmental impacts.	2	4	12	16				
E.	Design vehicle turning-template analyses using AutoTURN software.		2	4	12				
F.	Prepare plan and profile exhibits.	2	8	16	40				
G.	Field visit verify proposed improvement plan considerations. (Two visits)			8	8				
H.	Prepare and submit detailed geometrics, traffic and crash data, and environmental impacts to the County and Villages.	2	2	4	4				
	Sub-total Item 2	**20**	**66**	**174**	**276**	**0**	**0**	**0**	**0**
3	**Subsurface Soils and Pavement Investigation**								
	The geotechnical investigations will be conducted by a subconsultant - Midland Standard Engineering and Testing, Inc.								
A.	Review Soils Report.		2	2					
B.	Meetings with Village/Counties.	4	4	4					
C.	Pavement Type Analysis Memorandum.		4	8	16				
D.	Pavement design.		4	16	20				
	Sub-total Item 3	**4**	**14**	**30**	**36**	**0**	**0**	**0**	**0**
4	**Preliminary Environmental Site Assessment**								
	The PESA will be conducted by a subconsultant - True North Consultants								
A.	Subconsultant coordination.		4						
B.	Review PESA report.		2	2					
	Sub-total Item 4	**0**	**6**	**2**	**0**	**0**	**0**	**0**	**0**
5	**Wetland Study**								
	The Wetland Study will be conducted by a subconsultant - Huff & Huff, Inc.								
A.	Subconsultant coordination.		8						
B.	Review Wetland Report.		2	2					
	Sub-total Item 5	**0**	**10**	**2**	**0**	**0**	**0**	**0**	**0**

Lake Cook Road West Phase I Study
Arlington Heights Road to Raupp Boulevard
Village of Buffalo Grove

WORKHOUR ESTIMATE
PREFERRED IMPROVEMENT PLAN

Item No.	Task	Senior Project Manager	Project Manager	Project Engineer	Design Engineer	Sr. Drainage Engineer	Drainage Engineer	Sr. Structural Engineer	Structura Enginee
6	**Drainage Study**								
Existing Drainage									
A.	Update General Location Drainage Map.					1	1		
B.	Update Existing Drainage Plan Exhibits					1	8		
Proposed Drainage									
A.	Stormwater Detention Analysis					4	24		
B.	Floodplain Compensatory Storage Analysis					2	12		
C.	ROW Analysis					2	16		
D.	Prepare Proposed Drainage Plan Exhibits		4			20	120		
E.	Buffalo Creek Bridge Hydraulic Analysis					16	120		
Drainage Technical Memorandum									
A.	Prepare Drainage Technical Memorandum (Exhibits and Calculations)		4			20	120		
	Sub-total Item 6	**0**	**8**	**0**	**0**	**66**	**421**	**0**	**0**
7	**Structural Studies**								
A.	Prepare TSL for Lake Cook Rd Bridge over Buffalo Creek							40	100
B.	Assist with preparation on BLR 10210 form							2	6
C.	Prepare Construction Cost Estimates							4	4
D.	Respond to TSL review comments							4	12
E.	Estimate Construction Cost for Miscellaneous Retaining Walls							8	16
F.	Attend project review meeting (4 meetings)							16	
G.	Coordination with subconsultant.							1	3
	Sub-total Item 7	**0**	**0**	**0**	**0**	**0**	**0**	**75**	**141**
8	**Highway Traffic Noise Analysis**								
A.	Perform highway noise analysis for 2050 preferred improvement plan and identify impacts.		6	8	28				
B.	Evaluate the feasibility of noise barriers at five locations.		6	6	18				
C.	Evaluate the noise reduction design goal and cost reasonableness of barriers at five locations. Assume walls are feasible and reasonable at four locations.		2	4	8				
D.	Prepare Draft Highway Noise Analysis Technical Memorandum for the preferred alternative and submit to Village, Counties, and IDOT for review and comment. Includes some time for modeling revisions based on comments.		12	16	52				
E.	Prepare for and conduct two meetings with the benefited receptors at the four locations. (Two locations per meeting).	8	24	24	24				
F.	Prepare Pre-Final Highway Noise Analysis Technical Memorandum for the preferred alternative and submit to Village, Counties, and IDOT/FHWA for								

Lake Cook Road West Phase I Study
Arlington Heights Road to Raupp Boulevard
Village of Buffalo Grove

WORKHOUR ESTIMATE
PREFERRED IMPROVEMENT PLAN

Item No.	Task	Senior Project Manager	Project Manager	Project Engineer	Design Engineer	Sr. Drainage Engineer	Drainage Engineer	Sr. Structural Engineer	Structura Enginee
9	**Air Quality Analysis**								
A.	Prepare/Submit COSIM Pre-Screen input data sheet to IDOT for analysis. (3 intersections)		2	8	16				
B.	If the location fails the Pre-Screening, prepare full COSIM 4.0 input data worksheets and submit for analysis.		2	4	16				
C.	Document MSAT and PM 2.5/PM 10 Requirements.		2	4					
D.	Write air quality analysis text.		2	8					
	Sub-total Item 9	**0**	**8**	**24**	**32**	**0**	**0**	**0**	**0**
10	**Tree Survey**								
	The Tree Survey will be conducted by a subconsultant - Huff & Huff, Inc.								
A.	Subconsultant coordination.		8						
B.	Review Tree Survey Report.		2	2					
	Sub-total Item 10	**0**	**10**	**2**	**0**	**0**	**0**	**0**	**0**
11	**Section 4(f) Evaluation and Documentation**								
A.	Prepare for and attend IDOT/FHWA coordination meeting to determine level of documentation.	4	4	8					
	Assume separate evaluations of five properties, including the following:								
B.	Describe the property, facilities, and functions.	5	10	20	20				
C.	Document efforts to avoid impacts to the property.	5	5	10	10				
D.	If avoidance is not prudent or feasible, document measures to minimize impacts.	5	5	5	5				
E.	Describe all permanent or temporary impacts to the property and whether they may cause adverse effects.	5	20	20	40				
F.	Prepare report exhibits.		5	15	40				
G.	Revise report based upon review comments and prepare final documentation.	4	8						
H.	Attend meetings with property owner. Assume two meetings for each owner.	10	20	20					
	Sub-total Item 11	**38**	**77**	**98**	**115**	**0**	**0**	**0**	**0**
12	**Section 6(f) Documentation**								
A.	Document efforts to avoid impacts to the property.	2	4	4	8				
B.	If avoidance is not prudent or feasible, document measures to minimize impacts.	2	4	4	8				
C.	Describe all permanent or temporary impacts to the property.	2	8	16	16				
D.	Identify replacement property, if applicable.	16	16	16					

Lake Cook Road West Phase I Study
Arlington Heights Road to Raupp Boulevard
Village of Buffalo Grove

WORKHOUR ESTIMATE
PREFERRED IMPROVEMENT PLAN

Item No.	Task	Senior Project Manager	Project Manager	Project Engineer	Design Engineer	Sr. Drainage Engineer	Drainage Engineer	Sr. Structural Engineer	Structura Enginee
14	**Project Development Report (Draft)**								
A.	Write, proofread and edit the Draft PDR.	8	20	40	40	2	4	2	4
B.	Prepare report exhibits and appendices.	8	20	40	40				
C.	Provide Draft PDR for Village/CCDTH/LCDOT review.		4						
D.	Provide a disposition of comments and revise Draft PDR up to one time.	2	8	20	20				
E.	Attend review meeting/phone conference with the Village and IDOT, if required.	4	4						
	Sub-total Item 14	**22**	**56**	**100**	**100**	**2**	**4**	**2**	**4**
15	**Public Involvement and Public Hearing**								
Stakeholder Involvement Group Meeting									
A.	Selection of and coordination with meeting venue.		2						
B.	Preparation of meeting exhibits.	2	4	8	8				
C.	Preparation of SIG meeting presentation.	4	8	16	16				
D.	Preparation for and attendance at dry run with Village and County staff.	8	8	8					
E.	Attendance at meeting.	4	4	4					
F.	Preparation of meeting minutes.		4	8					
Public Hearing									
A.	Selection of and coordination with meeting venue.		2						
B.	Preparation of public hearing newspaper display ad.		2	2					
C.	Preparation of public hearing brochure.	3	2	4					
D.	Distribution of public meeting notification letters.		1	4	4				
E.	Preparation of public hearing exhibits (includes 3D model and rendering)	8	12	12	8				
F.	Preparation of public hearing PowerPoint presentation.	2	4	16	24				
G.	Preparation for and attendance at public hearing dry run with Village/County staff.	4	4	8					
H.	Attendance at public hearing.	4	4	4					
I.	Preparation of public hearing transcript (by court reporter).	4	4	4	4				
J.	Disposition of public hearing comments.	2	10	20					
Stakeholder Involvement Plan (SIP)									
A.	Update/revision of SIP (up to one update).		4	4					
Project Website									
A.	Website updates.		2	4	16				
	Sub-total Item 15	**45**	**81**	**126**	**80**	**0**	**0**	**0**	**0**
16	**Project Development Report (Final)**								
A.	Prepare a disposition of IDOT comments on draft PDR.	2	8	8					
B.	Revise, proofread, and edit the draft PDR report.	2	8	20	20		2		2

Lake Cook Road West Phase I Study
Arlington Heights Road to Raupp Boulevard
Village of Buffalo Grove

WORKHOUR ESTIMATE
PREFERRED IMPROVEMENT PLAN

Item No.	Task	Senior Project Manager	Project Manager	Project Engineer	Design Engineer	Sr. Drainage Engineer	Drainage Engineer	Sr. Structural Engineer	Structura Enginee
17	**Funding Applications**								
STP-Shared Fund/CMAQ Application									
A.	Prepare Funding Application text.		1	8	10				
B.	Prepare Application Exhibits.	1	1	4	8				
C.	Review Funding Application with the Village.	1	1	2	2				
D.	Revise Funding Applications based on Village Review (up to one revision).		1	2	2				
E.	Submit Funding Application	1	1	1	0				
F.	Complete Quarterly Progress Forms (if funds are awarded).	4	4						
RAISE Grant Application									
A.	Prepare Funding Application text.		2	32	60				
B.	Prepare Cost-Benefit Analysis and Application Exhibits.	2	2	20	40				
C.	Review Funding Application with the Village.	2	2	4	4				
D.	Revise Funding Applications based on Village Review (up to one revision).		2	4	4				
E.	Submit Funding Application	2	2	2					
	Sub-total Item 17	**13**	**19**	**79**	**130**	**0**	**0**	**0**	**0**
18	**Agency Coordination**								
A.	Bi-weekly meetings with Village/CCDTH/LCDOT staff. Assume 52 meetings through Preferred Alternative study.	52	52						
B.	Preparation for and attendance at 2 meetings with IDOT/FHWA.	16	8						
D.	Preparation for and attendance at 2 Village board meetings.	16	16						
	Sub-total Item 18	**84**	**76**	**0**	**0**	**0**	**0**	**0**	**0**
19	**Supervision, Administration, and Project Coordination**								
A.	Project setup, monthly invoicing, status reports & schedule monitoring.	24	24						
B.	Client Coordination.	80	80						
C.	In-House coordination meetings.	24	24	24	24	24		24	
D.	Quality Assurance/Quality Control In-House Reviews	30	30						
	Sub-total Item 19	**158**	**158**	**24**	**24**	**24**	**0**	**24**	**0**
	Total Hours:	**480**	**801**	**997**	**1163**	**106**	**455**	**101**	**147**
	% of Hours:	**9.2%**	**15.4%**	**19.1%**	**22.3%**	**2.0%**	**8.7%**	**1.9%**	**2.8%**

Lake Cook Road West Phase I Study
Arlington Heights Road to Raupp Boulevard
Village of Buffalo Grove

PHASE I ENGINEERING
DIRECT COSTS AND SUBCONSULTANT SERVICES

				Direct Cost	Subconsultant Expense
FEASIBILITY STUDY					
Item 1	**Early Coordination and Data Collection**				
Mileage					
2 trips @	40 miles @	$0.585		$46.80	
Subconsultant Expense - Peralte-Clark LLC					
Field Visits					$2,186.00
See Attachment C					
Item 2	**Field Survey and Preparation of Base Maps**				
Mileage					
1 trip @	40 miles @	$0.585		$23.40	
Subconsultant Expense - Gewalt Hamilton Associates					
Topographic Survey					$ 89,941.00
See Attachment B					
Item 3	**Crash Analyses**				
Subconsultant Expense - Peralte-Clark LLC					
Crash Analyses					$28,500.00
See Attachment C					
Item 4	**Traffic Analyses**				
Video Count Data Reduction	6 locations at $400 each			$2,400.00	
Mileage					
12 trips @	40 miles @	$0.585		$280.80	
Subconsultant Expense - Peralte-Clark LLC					
Alternate Geometric Studies					$7,222.00
See Attachment C					
Item 5	**Alternate Geometric Studies**				
Subconsultant Expense - Peralte-Clark LLC					
Alternate Geometric Studies					$21,226.00
See Attachment C					

Attachment: Lake Cook Rd_AH to Raupp_Ph 1 Contract_6-14-2022 (O-2022-67 : Lake Cook Road (Raupp to AH Rd) Phase I Design Contract

Lake Cook Road West Phase I Study
Arlington Heights Road to Raupp Boulevard
Village of Buffalo Grove

PHASE I ENGINEERING
DIRECT COSTS AND SUBCONSULTANT SERVICES

				Direct Cost	Subconsultant Expense
Item 7	**Drainage Study**				
Mileage					
2 trips @	40 miles @	$0.585		$46.80	
Subconsultant Expense - Gewalt Hamilton Associates					
Drainage & Utility Survey					$9,606.00
See Attachment C					
Item 7	**Structural Studies**				
Mileage					
3 trips @	40 miles @	$0.585		$70.20	
Subconsultant Expense - GS Infrastructure					
Deck Delamination GPR Survey					$16,209.38
See Attachment D					
Item 8	**Preliminary Highway Traffic Noise Analysis**				
Mileage					
4 trips @	40 miles @	$0.585		$93.60	
Item 12	**Public Involvement**				
Display Ad	2 each @	$250.00		$500.00	
Location Rental Fee	4 each @	$500.00		$2,000.00	
Printing	1,200 sheets @	$0.50		$600.00	
SIG Meeting Supplies (binders, refreshments)				$150.00	
Postage					
4 meetings @ 200 letters					
800 letters	$0.60			$480.00	
Mileage					
8 trips @	40 miles @	$0.585		$187.20	
2 trips @	40 miles @	$0.585		$46.80	
Project Website					
Host Subscription	2 years @	$100.00		$200.00	
Subconsultant Expense - Peralte-Clark LLC					
Public Involvement					$22,347.00
See Attachment C					

Attachment: Lake Cook Rd_AH to Raupp_Ph 1 Contract_6-14-2022 (O-2022-67 : Lake Cook Road (Raupp to AH Rd) Phase I Design Contract

Lake Cook Road West Phase I Study
Arlington Heights Road to Raupp Boulevard
Village of Buffalo Grove

PHASE I ENGINEERING
DIRECT COSTS AND SUBCONSULTANT SERVICES

				Direct Cost	Subconsultant Expense
Item 13	**Agency Coordination**				
Mileage					
10 trips @	40 miles @	$0.585		$234.00	
Subconsultant Expense - Peralte-Clark LLC					
Agency Coordination					$15,373.00
See Attachment C					

PREFERRED ALTERNATIVE

				Direct Cost	Subconsultant Expense
Item 1	**Traffic Analyses**				
Subconsultant Expense - Peralte-Clark LLC					
Traffic Analyses					$46,761.00
See Attachment C					
Item 2	**Alternate Geometric Studies**				
Mileage					
2 trips @	40 miles @	$0.585		$46.80	
Subconsultant Expense - Peralte-Clark LLC					
Alternate Geometric Studies					$54,563.00
See Attachment C					
Item 3	**Subsurface Soils and Pavement Investigation**				
Subconsultant Expense - Midland Standard Engineering & Testing, Inc.					
Geotechnical Investigations					$59,235.00
See Attachment E					
Item 4	**Preliminary Environmental Site Assessment**				
Subconsultant Expense - True North Consultants					
Preliminary Environmental Site Assessment					$5,400.00
See Attachment F					
Item 5	**Wetland Study**				
Subconsultant Expense - Huff & Huff, Inc.					
Wetland Study					$8,902.00
See Attachment G					

Attachment: Lake Cook Rd_AH to Raupp_Ph 1 Contract_6-14-2022 (O-2022-67 : Lake Cook Road (Raupp to AH Rd) Phase I Design Contract

Lake Cook Road West Phase I Study
Arlington Heights Road to Raupp Boulevard
Village of Buffalo Grove

PHASE I ENGINEERING
DIRECT COSTS AND SUBCONSULTANT SERVICES

					Direct Cost	Subconsultant Expense
Item 7	**Drainage Study**					
Mileage						
	2 trips @		40 miles @	$0.585	$46.80	
Subconsultant Expense - Gewalt Hamilton Associates						
Drainage & Utility Survey						$9,606.00
See Attachment B						
Item 7	**Structural Studies**					
Mileage						
	4 trips @		20 miles @	$0.585	$46.80	
Item 8	**Highway Traffic Noise Analysis**					
Mileage						
	16 trips @		20 miles @	$0.585	$187.20	
Postage						
	80 letters @	$7.50			$600.00	
	80 letters @	$0.60			$48.00	
Item 10	**Tree Survey**					
Subconsultant Expense - Huff & Huff, Inc.						
Tree Survey						$6,431.00
See Attachment G						
Item 15	**Public Involvement and Public Hearing**					
Display Ad			1 each @	$250.00	$250.00	
Location Rental Fee			1 each @	$500.00	$500.00	
Court Reporter			1 each @	$500.00	$500.00	
Printing		400	sheets @	$0.50	$200.00	
Postage						
1 meeting @ 200 letters						
	200 letters	$0.60			$120.00	
Mileage						
	8 trips @		20 miles @	$0.585	$93.60	
Project Website						
Host Subscription			3 years @	$100.00	$300.00	
Subconsultant Expense - Peralte-Clark LLC						
Public Involvement						$11,173.00
See Attachment C						

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Lake Cook Road West Phase I Study
Arlington Heights Road to Raupp Boulevard
Village of Buffalo Grove

PHASE I ENGINEERING
DIRECT COSTS AND SUBCONSULTANT SERVICES

				Direct Cost	Subconsultant Expense
Item 18	**Agency Coordination**				
Mileage					
	4 trips @	40 miles @	$0.585	$93.60	
Subconsultant Expense - Peralte-Clark LLC					
Agency Coordination					$13,752.00
See Attachment C					
Item 19	**Supervision, Administration, and Project Coordination**				
Subconsultant Expense - Peralte-Clark LLC					
QA/QC, Project Administration					$28,528.00
See Attachment C					
Subconsultant Expense - Huff & Huff, Inc.					
QA/QC, Project Administration					$2,914.00
See Attachment G					
TOTAL:				**$10,392**	**$459,875**

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Attachment: Lake Cook Rd_AH to Raupp_Ph 1 Contract_6-14-2022 (O-2022-67 : Lake Cook Road (Raupp to AH Rd) Phase I Design Contract

Attachment B

Topographic Survey Proposal

Gewalt Hamilton Associates, Inc.

GHA GEWALT HAMILTON ASSOCIATES, INC.
CONSULTING ENGINEERS
625 Forest Edge Drive, Vernon Hills, IL 60061
TEL 847.478.9700 ■ FAX 847.478.9701
www.gha-engineers.com

May 9, 2022

Joel Christell, P.E.
Director of Environmental & Design Studies
Civiltech Engineering, Inc.
Two Pierce Place, Suite 1400
Itasca, IL 60143

Re: **Proposal for Professional Surveying Services**
Lake Cook Road
Buffalo Gorve, Illinois
GHA Proposal No. 2022.CS058

Dear Mr. Christell:

Thank you for requesting a proposal from Gewalt Hamilton Associates, Inc. to provide Professional Land Surveying Services for Lake Cook Road in Buffalo Grove, IL. We understand that the approximate limits of the survey of Lake Cook Road will extend east from 500' west of Ridge Avenue to 1000' east of Raupp Boulevard, and of Arlington Heights Road south from 500' north of Weidner Road to 50' south of Whitehall Drive. See Exhibit 'A' for more detail.

If you have any questions or would like to consider revisions to this proposal, please do not hesitate to contact our office.

Civiltech Engineering, Inc., Two Pierce Place, Suite 1400, Itasca, IL 60143, Gewalt Hamilton Associates, Inc. (GHA), 625 Forest Edge Drive, Vernon Hills, IL 60061, agree and contract as follows:

I. Scope of Services - Existing Conditions; Topographic Survey

A. The survey will meet or exceed the Minimum Standards of Practice as set forth by Illinois Administrative Code for a Topographic Survey. The limit of the topography is shown on the attached exhibit. Accordingly, we will provide the following services:

1. Obtain benchmark information (NAVD88) from the Village of Barrington Vertical Control Network or Trimble VRS Now Network.
2. Horizontal coordinates shall be referenced to the State Plane Coordinate System, Illinois East Zone, NAD83 adjustment. Vertical elevations shall be referenced to the North American Vertical Datum of 1988 (NAVD88). All units shall be U.S. Survey feet and decimal parts thereof.
3. Establish four (4) permanent site benchmark(s) (i.e. crosses or boxes cut on concrete, flange bolts on fire hydrants, etc.) on site.
4. Contours will be provided at 1'-0" intervals, with an error not to exceed one-half the contour interval.

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5. Elevations will be taken at 50-foot cross sections across the right-of-way width along the limits of survey, including spot grades at high points, low points, and grade changes. Points required are located at the right-of-way line, sidewalk, driveways and aprons, back of curb, flow line, centerline/concrete median, etc. The topography will extend approximately 10 feet beyond the existing right-of-way (ROW). The survey limits will also extend 50 feet into the intersecting public side streets along the project limits.

6. The survey will show the location of the visible ground features, physical improvements with the project limits including location and elevation of light poles, utility poles, traffic lights, sidewalks, driveways, fences, guard rails, signage, striping, overhead wires, etc.

7. The location of underground utilities, both observed and from record information such as Village utility atlases, will be provided and will including location and size of water mains, fire hydrants and valves. The survey will show as measured from the grade surface, depth, size, and direction of flow for all sanitary, storm drains, and culverts serving the property. The location of all manholes, catch basins and all pipe inverts that are accessible from grade surface will be depicted.

8. Location of "dry" utilities such as telephone, electric, gas and cable T.V. lines, etc. will be depicted based on visual surface evidence and any provided utility atlas information from the Village or respective utility companies. The cost for marking of private utilities is not included in this proposal, but GHA will include this information if the Client or Village arranges to have private utilities marked in the field prior to our field visit.

9. Locate existing tree and brush lines within the limits of the survey. Individual free-standing trees of 6" caliper or greater at breast height (DBH) will be individually located (tagging and identification are not included); and will be shown as deciduous or coniferous. Groupings of trees or landscaped areas will be shown in mass.

10. Stream Survey:
    a. One stream cross section at the upstream and downstream face of the structure.
    b. One stream cross section the width of the floodplain approximately 100 feet downstream of the bridge.
    c. Two stream cross sections the width of the floodplain approximately 100 feet upstream of the bridge. One of the cross sections will be on Buffalo Creek and one will be on Farmington Ditch.

11. Survey of the existing Lake Cook Road Bridge over Buffalo Creek (SN 016-3203) and adjacent pedestrian bridge:
    a. Fascia beam seats
    b. Bottom of fascia beams at the abutments
    c. Wingwalls
    d. Curb lines
    e. Bridge joints
    f. Channel along bridge fascia

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II. Right-of-Way Survey

A. Obtain all necessary documentation and complete a survey of the ROW within project limits for the purposes of establishing the ROW and preparing a plat of dedication or plat of easement.

1. Research available plats and property records.

2. Locate and survey the existing property monumentation in the project area and establish the position of the ROW lines within the project limits.

3. Side lot property line monuments will not be located or surveyed along the ROW within the project limits. If it is determined that the side lot property lines need to be surveyed due to acquisition of ROW or easements, GHA will request additional fee for the time to research, field locate, and survey of any side lot property lines.

III. Conduct Drainage Study QC/QA

A. GHA will conduct the QC/QA of the drainage component of the Lake Cook Phase I Study. We will conduct up to two (2) reviews at the direction of Civiltech. It is anticipated that the reviews will include: 1) Review of the feasibility study, Drainage Study and Preliminary Drainage Technical Memorandum, that we anticipate will summarize the overall investigation of the existing drainage as well as an analysis of alternatives for proposed drainage alternates. 2) Review of the preferred improvement plan, Drainage Study and Drainage Technical Memorandum, that we anticipate will summarize an overall investigation of the existing drainage as well as the requirements for the proposed drainage system, including stormwater detention, floodplain compensatory storage, and water quality treatments. Additionally, we will perform a review of the hydraulic analysis for the existing and the proposed structure crossing at Buffalo Creek.

For each review, GHA will provide a report summarizing our findings. We have incorporated hours for a meeting after each review if necessary.

IV. Services Not Included

Any service not enumerated in *Section I. Scope of Services*, including, but not limited to the following, is not included in this proposal/agreement. These services may be provided at the request of the Client as an additional service. GHA will provide the Client with an estimate of the additional work scope and request authorization to proceed prior to commencing additional services.

A. Easement Plats, Plats of Highway, As-built surveys, or other surveying services not specified in *Section I. Scope of Services*;

B. Tree survey or inventory;

C. Preparation of Elevation Certificate, engineering plans or construction documents;

D. Wetland determination, delineation, environmental testing, geotechnical investigation, or environmental engineering services; and

E. Attendance at or preparation for meetings not identified in the scope of services.

F. No obtaining of Title Commitments.

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V. Compensation for Services

See attached BLR 05514 Form.

Additional services requested and authorized by the Client, beyond those outlined in *Section I: Scope of Services,* will be billed on a time-and-materials (T&M) basis.

Invoices will be submitted on a monthly basis and will detail charges made against the project and services performed. This allows the Client to review the status of the work in progress and the charges made.

VI. General Conditions

The delineated services provided by Gewalt Hamilton Associates, Inc., (GHA) under this Agreement will be performed as reasonably required in accordance with the generally accepted standards for civil engineering and surveying services as reflected in the contract for this project at the time when and the place where the services are performed.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or GHA. GHA's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against GHA because of this Agreement or the performance or nonperformance of services hereunder. In no event shall GHA be liable for any loss of profit or any consequential damages.

The Client and GHA agree that all disputes between them arising out of or relating to this Agreement, or the Project shall be submitted to nonbinding mediation in Chicago, Illinois unless the parties mutually agree otherwise.

This Agreement, including all subparts and *Attachment A,* which is attached hereto and incorporated herein as the General Provisions of this Agreement, constitute the entire integrated agreement between the parties which may not be modified without all parties consenting thereto in writing.

By signing below, you indicate your acceptance of this Agreement in its entirety.

Gewalt Hamilton Associates, Inc.	Civiltech Engineering, Inc.
Jonathan F. Past, P.L.S.	Joel Christell, P.E.
Survey Services Manager	Director of Environmental & Design Studies
Date: May 12, 2022	Date: _____

Enc.: Attachment A
BLR 05514 Cost Plus Fixed Fee Worksheet
Exhibit 'A'

Attachment: Lake Cook Rd_AH to Raupp_Ph 1 Contract_6-14-2022 (O-2022-67 : Lake Cook Road (Raupp to AH Rd) Phase I Design Contract

Exhibit B.
Description of Work
(Scope of Services)

Attachment: Lake Cook Rd_AH to Raupp_Ph 1 Contract_6-14-2022 (O-2022-67 : Lake Cook Road (Raupp to AH Rd) Phase I Design Contract

Lake Cook Road West Phase I Study
Arlington Heights Road to Raupp Boulevard
Village of Buffalo Grove

SCOPE OF SERVICES

I. PROJECT APPROACH

The Lake Cook Road West Phase I Study extends between Arlington Heights Road and Raupp Boulevard through the Village of Buffalo Grove (Village). Through the majority of the project limits, Lake Cook Road follows the dividing boundary between Cook County to the south and Lake County to the north. The limits of the Village of Arlington Heights begin south of Lake Cook Road, west of Arlington Heights Road. Lake Cook Road is under the jurisdiction of the Cook County Department of Transportation and Highways (CCDTH). Arlington Heights Road is under the jurisdiction of the Lake County Division of Transportation (LCDOT) north of Lake Cook Road. CCDTH has jurisdiction of Arlington Heights Road south of Lake Cook Road.

In 2022, the construction of Lake Cook Road between Raupp Boulevard and Hastings Lane to the east was completed. This project widened Lake Cook Road to three lanes in each direction and provided intersection improvements and bicycle and pedestrian facilities to improve overall operations and safety through the Lake Cook Road corridor. The Lake Cook Road West project seeks to continue these improvements westward with similar objectives for improving operations and safety, while minimizing impacts to environmental resources and adjacent properties. In 2021, the Lake Cook Road West project received Invest in Cook funds for preliminary engineering services to initiate the Federal-aid Highway process.

The Phase I Engineering Study for this project will include environmental and location-design studies needed to develop and refine feasible alternatives for the improvement, evaluate costs and impacts, and undertake coordination with jurisdictional agencies and the public. The Phase I Engineering Study will be completed to fulfill all of the requirements for processing and funding of this project by the Village of Buffalo Grove, CCDTH, LCDOT, the Illinois Department of Transportation (IDOT) and the Federal Highway Administration (FHWA).

This scope of services uses a tiered approach, with a planning level analysis of potential alternatives (Feasibility Study) occurring prior to the detailed analyses of the preferred alternative. Public involvement will occur throughout the project, but a substantial amount of local agency coordination will occur during the Feasibility Study to assist in confirming environmental processing of the Preferred Alternative. After a preferred improvement plan has been identified, geotechnical studies, environmental studies, and detailed geometric studies will commence.

All of the reports and documents that are prepared for this study will follow IDOT criteria and format. The Scope of Services assumes that a Federally Approved Categorical Exclusion (CE) and Project Development Report (PDR) will be prepared and coordinated through IDOT's Bureau of Local Roads and Streets (BLRS). It is assumed that all report submittals will be delivered electronically.

The IDOT Planning and Environmental Linkage (PEL) process documents the planning components of a project to be forward compatible with the National Environmental Policy Act (NEPA) documentation requirements. Utilizing the PEL process will be advantageous to the overall project scope and timeline should it be determined that an Environmental Assessment (EA) is needed for NEPA documentation. It is proposed that the Feasibility Study portion of the project follow the PEL process requirements and produce a formal PEL Report.

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SCOPE OF SERVICES

II. SCOPE OF SERVICES

The following is the proposed scope of services for the Lake Cook Road West Phase I Study:

FEASIBILITY STUDY

1. Early Coordination and Data Collection

This work item will include collecting available existing information as follows:

a. Collect and review previous studies, databases, Geographic Information System (GIS) resources, and existing roadway plans.
b. Collect Land Use, Zoning, School District, Park District, etc. maps and plans.
c. Obtain public and private utility atlases.
d. Perform project area reconnaissance and prepare a photolog.
e. Prepare Project Program Information (PPI) Form as per IDOT requirements
f. Prepare and process Environmental Survey Request forms. This will include ground level photos of all structures/buildings of 40 years or older. A review of the Historic & Architectural Resources Geographic Information System (HARGIS) does not indicate any eligible or listed historic resources in the project area; therefore, it is assumed the cultural review of 40 year old structures/buildings will not report significant historic resources present.
g. Prepare Initial Coordination Meeting Data Form (BLR 22410) as per IDOT requirements.

Depending on the duration of the study and ultimate preferred alternative, an Addendum Environmental Survey Request (AESR) may be required. If needed, the preparation of one AESR submittal, including forms and exhibits, will be included under this work item.

2. Field Survey and Preparation of Base Maps

Field survey will be performed by a subconsultant, Gewalt Hamilton Associates, and a copy of their detailed proposal is contained in Attachment B.

In order to develop accurate construction costs and limits of right-of-way acquisition, a complete design topographic survey will be conducted. This survey will include topographic information, cross sections and a drainage and utility survey. Cross sections will also be taken at all intersecting side streets and driveways to aid in the final design. An attempt will be made to recover as many property and/or other survey monuments as can be located.

Weidner Park is located within the existing right-of-way limits south of Lake Cook Road at Weidner Road. An investigation of the ownership and jurisdiction of this property will be completed.

A survey of the existing of the Lake Cook Rd Bridge (SN 016-3203) and adjacent pedestrian bridge over Buffalo Creek will be required. Elements to be surveyed will include:

- Fascia beam seats
- Bottom of fascia beams at the abutments

Attachment: Lake Cook Rd_AH to Raupp_Ph 1 Contract_6-14-2022 (O-2022-67 : Lake Cook Road (Raupp to AH Rd) Phase I Design Contract

- Wingwalls
- Curb lines
- Bridge Joints
- Channel along bridge fascias

The preparation of the base sheets would include identification and "plotting" of all existing utilities within the project limits. Existing cross section information would be generated from the survey data to aid in the review of the existing roadway profile and completion of the drainage analysis.

3. Crash Analyses

Crash analyses will be performed by a subconsultant, Peralte-Clark, LLC. A copy of their scope of services is included in Attachment C.

This items also includes coordination and review of the crash analyses.

4. Traffic Analyses

An analysis of the existing traffic volumes and patterns within the study area will be an important task in the development and analysis of the alternatives for this project. Extensive congestion has been observed along southbound Arlington Heights Road and eastbound Lake Cook Road approaching the signalized intersection of the two roadways during peak periods. This congestion results in long delays for traffic turning left from westbound Lake Cook Road onto northbound Arlington Heights Road, as well as traffic turning right from southbound Arlington Heights Road onto westbound Lake Cook Road. Because of this congestion, it is believed that motorists are using Schaeffer Road and Checker Road to bypass the Lake Cook Road/Arlington Heights Road intersection. The presence and magnitude of the Shaeffer-Checker bypass traffic should be verified and documented to understand the implications of any improvements at the Lake Cook/Arlington Heights intersection.

Once the existing traffic volumes and patterns are determined, anticipated changes in traffic volumes and patterns under proposed alternatives can be analyzed to determine their impact on network performance.

Traffic analyses will be supported by a subconsultant, Peralte-Clark LLC, who will provide peer review services for this task. A copy of their scope of services is included in Attachment C.

This work item includes the following tasks:

a. Existing Traffic Data Collection
   - Obtain a weekday 24-hour turning movement traffic count using video counting units at the following intersections:
     - Lake Cook Road/Arlington Heights Road
     - Lake Cook Road/Weidner Road
     - Lake Cook Road/Raupp Boulevard
     - Arlington Heights Road at Checker Road
     - Checker Road at Schaeffer Road

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- Lake Cook Road at Schaeffer Road
- Process and tabulate traffic count data and prepare traffic volume exhibits.
- Obtain and review existing signal timing data from LCDOT and/or CCDTH.

b. Checker Road-Schaeffer Road Analysis
- Perform A.M. and P.M. peak hour license plate studies for the following intersection approaches:
  - Arlington Heights Road at Checker Road – West Approach
  - Lake Cook Road at Schaeffer Road – North Approach
- Using the 2022 peak hour traffic count data and license plate data collected, determine the volume and percentage of vehicles using Checker Road and Schaeffer Road as a bypass of the Lake Cook-Arlington Heights Road intersection.
- Summarize results for inclusion in the project study documentation.

c. Future Traffic Projections
- Obtain 2050 traffic projections from CMAP for No-Action and up to five Build alternatives for study area roadways.
- Develop weekday A.M. and P.M. design hourly traffic volumes (DHV's) at specified intersections for 2050 No-Action as well as each Build alternative.
- Depending on alternative performance, reassign additional traffic from the Checker Road-Schaeffer Road diversions to the Lake Cook-Arlington Heights Road intersection.

d. Traffic Analysis
- Develop weekday A.M. and P.M. peak hour Synchro models for the existing roadway network and signal timings.
- Due to the effects of existing congestion between intersections, analyze weekday A.M. and P.M. peak hour existing intersection queues using SimTraffic microsimulation software. A minimum of 10 simulation runs will be performed for each peak hour.
- Develop weekday A.M. and P.M. peak hour Synchro models for the 2050 No-Build and up to five concept alternatives. Analyze intersection queuing impacts using SimTraffic microsimulation software. A minimum of 10 simulation runs will be performed for each peak hour for each alternative.
- Summarize and tabulate peak hour traffic operations performance for existing conditions, 2050 No-Build, and the five concept alternatives.

5. Alternate Geometric Studies

In order to accommodate future traffic volumes and provide satisfactory traffic operations, it is anticipated that Lake Cook Road will be widened to include three lanes in each direction. This widening will require modifications at the three signalized intersections through the project limits: Arlington Heights Road, Weidner Road, and Raupp Boulevard. Based upon the outcomes of the traffic alternatives analysis, intersection concept designs will also be developed. Given the constrained nature of the corridor and existing developments at intersections, alternatives will be developed to minimize impacts to the maximum extent possible. The preliminary geometrics will be designed to quantify and compare associated impacts and costs of the alternatives.

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SCOPE OF SERVICES

This item will include an evaluation of three preliminary improvement alternatives along the Lake Cook Road corridor as well as up to three preliminary alternatives for the Lake Cook Road/Arlington Heights Road intersection. These alternatives will be developed to a concept level plan for purposes of comparing impacts and assisting in selecting a Preferred Alternative; detailed geometrics, including proposed profiles and cross sections, will be completed for the Preferred Alternative only. Within the corridor roadway alternatives, evaluations and supporting documentation of bicycle accommodations will be completed.

Alternate geometric studies will be supported by a subconsultant, Peralte-Clark LLC, who will provide peer review services for this task. A copy of their scope of services is included in Attachment C.

For each preliminary improvement alternative, this work task will include the following:

Preliminary Alternative Concepts:

a. Develop preliminary typical section alternatives.
b. Develop preliminary horizontal geometrics for up to three alternatives.
c. Analyze pedestrian/bicycle accommodation alternates.
d. Prepare horizontal plan exhibits.
e. Submit preliminary geometric concepts to the Village of Buffalo Grove, LCDOT and CCDTH for review.
f. Revise geometric concepts up to two times.

6. Drainage Study

An overall investigation of the existing drainage, development of preliminary drainage design criteria (based on roadway jurisdictions), as well as an analysis of alternatives for proposed drainage alternates will be evaluated as part of this item. A detailed, IDOT style, Location Drainage Study will not be completed. The following items will be performed as part of this task:

a. Existing Drainage
   - Prepare General Location Drainage Map.
   - Develop an Existing Drainage Plan (EDP) for the project limits. The EDP will be a plan view exhibit that displays all available drainage system information, as well as drainage patterns, drainage areas, and floodplains.
   - Identify outlets and determine interpreted divides on a macroscopic level.
   - Identify floodplains within the project area.

b. Drainage Design Criteria
   - Develop Drainage design criteria for the proposed improvements. The design criteria will be a function of the roadway jurisdiction as well as the corresponding local stormwater ordinance (Lake County Watershed Development Ordinance or MWRD Watershed Management Ordinance).

c. Analysis of Proposed Drainage Alternatives
   - Develop alternatives for stormwater detention.
   - Develop alternatives for Floodplain compensatory storage.
   - Develop alternatives for the Proposed Drainage Design.

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d. Preliminary Drainage Technical Memorandum (reviewed by CCDTH, 2 iterations)
   - Summary of existing drainage, drainage design criteria as well as a summary of the proposed drainage alternatives that were evaluated for inclusion in the project Feasibility Study.

7. Structural Studies

The existing bridge carrying Lake Cook Road over Buffalo Creek (SN 016-3203) is located within the project limits. It is anticipated that the existing single span steel beam bridge will be widened to accommodate the proposed widening of Lake Cook Road. The existing bridge is about 62.5-ft long and 80.0-ft wide and carries 2 lanes of traffic in each direction, 2 raised sidewalks and 1 raised median. It is also anticipated that the gabion walls along the eastern bank of the channel (between the Lake Cook Road Bridge and the pedestrian bridge located to the north) will be modified to accommodate the widening of the roadway bridge. Modification details for the gabion wall will be included with the bridge modification details since the structures abut each other. It is assumed the existing pedestrian bridge north of Lake Cook Road will not be affected by the proposed project.

A Bridge Condition Report (BCR) will be prepared for approval per IDOT requirements for federally funded projects. The following are the structural scope items included in the Feasibility Study:

1. A detailed structural inspection of the existing roadway bridge carrying Lake Cook Road over Buffalo Creek (SN 016-3203) including the adjacent gabion wall. *A deck delamination survey will be performed by a subconsultant, GS Infrastructure. See Attachment D for their proposal.*
2. A BCR for the existing Lake Cook Rd Bridge (SN 016-3203) will be prepared in accordance with IDOT requirements. The BCR will describe the existing condition of the bridge and adjacent gabion wall, as well as propose a scope of work with associated estimated construction costs.

The BCR will be prepared in accordance the IDOT BCR Procedures and Practices Manual.

8. Preliminary Highway Traffic Noise Analysis

There is the potential for additional through lanes of travel to be constructed as part of this project. Therefore, it is necessary to determine if highway noise impacts will be created by the proposed improvement and if so, to determine if it is feasible and reasonable to mitigate those impacts. The noise study limits are assumed to be along Lake Cook Road from 1,600 feet west of Arlington Heights Road, to Raupp Boulevard, a distance of 6,700 feet. In order to make those determinations, the noise analysis portion of this feasibility study will be comprised of the following tasks:

a. Conduct field measurements to quantify the level of existing highway traffic noise at sensitive receptors and to validate the noise model. Field monitoring will be completed concurrently with the traffic data collection outlined in Item 4. *A review of the study area preliminarily identified 18 Common Noise Environments (CNE).*

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Generally, a CNE is a grouping of similar receptors by land use type. Noise measurements must be conducted for at least 25% of the sensitive receptors to validate the computer noise model. Assume five noise measurement locations.

b. Using the FHWA Traffic Noise Model (TNM 2.5), build an existing conditions model to compare modeled noise levels to field-measured noise levels in order to validate the model.
c. Through modeling using TNM 2.5, determine existing highway traffic noise levels at sensitive receptors in 18 CNEs. *Assume 18 sensitive receptor locations (CNEs).*
d. Using TNM, predict the 2050 No-Build Alternative traffic noise levels at 18 CNEs.
e. Using TNM, predict the 2050 traffic noise levels at 18 CNEs for up to three improvement alternatives, and summarize in a table. The results will be compared to those from the 2050 No-Build model for use in the preliminary environmental analysis and the public involvement process.

A full traffic noise analysis for the preferred improvement including identification of traffic noise impacts, evaluation of the feasibility and reasonableness of noise attenuation, meetings with affected residents, and a technical memorandum will be completed during the Preferred Alternative analysis portion of this study.

9. Development of Project Purpose & Need

As part of the PEL process, this item will include the development and documentation of the project Purpose and Need. The Purpose and Need will be forward compatible with the NEPA process in accordance with IDOT policy. The draft Purpose and Need will be provided for the Village, CCDTH, and LCDOT review. Following revisions, the Purpose and Need will be provided to IDOT for review. This includes up to two revisions for the document; assuming one revision following Village/CCDTH/LCDOT review and one revision following IDOT review. Preparation of exhibits and charts that accompany the Purpose and Need are included.

10. Alternatives to be Carried Forward

As part of the Feasibility Study, a range of alternatives will be considered and evaluated to determine if they meet the objectives of the Purpose and Need. This includes the development of evaluation criteria and comparison of the alternatives' impacts, such as operational performance, safety benefits, environmental impacts, and preliminary costs. See Item 11 below for Preliminary Cost Estimate details. Measures to avoid, minimize, or mitigate these impacts will be evaluated. Up to three corridor alternatives and three intersection alternatives are included.

Following this evaluation, a recommendation on the Alternatives to be Carried Forward will be made. The Alternatives to be Carried Forward will be part of the overall PEL documentation and will be compatible with the NEPA process in accordance with IDOT policy. The draft Alternatives to be Carried Forward will be provided for the Village, CCDTH, and LCDOT review. Following revisions, the Alternatives to be Carried Forward will be provided to IDOT for review. This task includes the documentation of the alternatives evaluation and recommendations, including up to two revisions for the document; assuming one revision following Village/CCDTH/LCDOT review and one revision following IDOT review. Preparation of exhibits and charts (alternatives, performance, etc.) are included.

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SCOPE OF SERVICES

11. Preliminary Cost Estimates

Construction costs are often a consideration in the development of alternatives and balancing of impacts. This items includes the quantification of order of magnitude costs for up to three corridor alternatives and three intersection alternatives. Preliminary cost estimates may also be utilized in applying for federal funding applications. One revision of the preliminary cost estimates is included.

12. Public Involvement

The purpose of public involvement process is to promote a proactive and responsive approach that seeks the input of all concerned stakeholders early and often, and that provides for appropriate input at key points in the project decision making process. Given the potential scope of improvements, it is proposed that this project follow the principles of IDOT's Context Sensitive Solutions (CSS). This includes forming a Stakeholder Involvement Group (SIG) to include one or more individuals from key stakeholder groups that would meet periodically throughout the study process. A Stakeholder Involvement Plan (SIP) will also be developed. It is anticipated that a standalone project website will be created to communicate information about the project and project updates.

As a result of the pandemic, accommodating both in person and virtual opportunities for public involvement has become a common practice for many projects. This "hybrid" approach can capture the benefits of both formats and is assumed to be applied to Public Information Meetings for the Feasibility Study. SIG meetings are assumed to occur in person only.

As part of the Feasibility Study, two public meetings are proposed. The first public meeting will present existing conditions, the needs for improvement, and a draft Purpose and Need statement. The second public meeting will be present the preliminary improvement concepts and associated impacts. Two meetings with the SIG are anticipated, one in advance of each public meeting during the Feasibility Study. Public Involvement activities would continue beyond the Feasibility Study portion of this project, and are further detailed under the Preferred Improvement Plan below.

The following items are anticipated as part of the Feasibility Study public involvement tasks:

a. Stakeholder Involvement Group (SIG) Meetings (Assume two meetings)
   - Selection of and coordination with meeting venue.
   - Preparation of meeting exhibits and binder preparation.
   - Preparation of SIG meeting PowerPoint presentations.
   - Attendance at SIG meetings.
   - Preparation of meeting minutes and disposition of comments. It is assumed comments will be responded to via a Frequently Asked Questions (FAQs) summary format.

b. Public Information Meetings (Assume two meetings)
   - Selection of and coordination with venue for in person meeting.
   - Preparation of public meeting newspaper display advertisement.

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- Preparation of public meeting brochure.
- Preparation and distribution of public meeting notification letters to area residents and businesses.
- Preparation of public meeting exhibits.
  - 2-D Exhibits
  - 3-D Modeling and Renderings, including existing conditions and 3-D renderings of the proposed conditions at three locations.
- Preparation of PowerPoint presentation.
- Preparation for and attendance at public meeting dry run with agency staff. (Assume 1 meeting per public information meeting)
- Attendance at in-person public information meeting.
- Attendance at virtual public information meeting.
- Preparation of meeting minutes and disposition of comments. It is assumed comments will be responded to via a Frequently Asked Questions (FAQs) summary format.

c. Stakeholder Involvement Plan (SIP)
   - Development of a SIP consistent with CSS principles.
   - Provide the SIP to IDOT for review. This includes up to one revision.
   - One update of the SIP throughout the Feasibility Study.

d. Project Branding for public involvement and website materials.

e. Project Website – A project-specific, standalone website is assumed to be produced and maintained. This item includes:
   - Initial setup and preparation of the website.
   - Updates to the website, including posting meeting materials, following each SIG and Public Information Meeting.
   - Quarterly announcements and/or updates, as needed.
   - Preparation of responses to public inquiries received outside of meeting comment periods.

f. Drone Photography – Collection of drone photography for public involvement and rendering purposes. This items includes:
   - One site visit for collection of views for rendering purposes.
   - One site visit for collection to update aerial photography images.

g. Documentation – A summary of public engagement and activities will be included in the PEL process documentation.

13. Draft PEL Report

A draft PEL report will document existing conditions, the Purpose and Need, alternatives considered, evaluation of alternatives, the alternatives identified to be carried forward, and public involvement activities associated with these items. This includes the completion of a PEL Questionnaire and all associated appendices. The PEL report will be compiled in a manner compatible with future incorporation into a formal NEPA process. This item includes up to one revision of the Draft PEL Report following Village/CCDTH/LCDOT review prior to submittal to IDOT/FHWA. All reviews are assumed to occur electronically.

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14. Final PEL Report

This item includes finalization of the PEL report to address any comments received from IDOT/FHWA and providing a disposition of comments received. A final PEL report will be provided to the Village/CCDTH/LCDOT for approval prior to final submission to IDOT/FHWA.

15. Funding Application

Invest in Cook Funds were obtained for preliminary engineering of the Lake Cook Road West project in 2021. The Village intends to apply for additional funds in 2023. This item includes updating the 2021 application and supporting materials for the 2023 Invest in Cook funding application cycle. The revised application will be reviewed with the Village and will be revised up to one time.

16. Agency Coordination

The efficiency and timeliness of executing a project can hinge on the level and frequency of coordination with agency officials. While the Phase I Study is being led by the Village, Lake Cook Road is under the jurisdiction of CCDTH. Arlington Heights Road is under the jurisdiction of CCDTH south of Lake Cook Road; LCDOT has jurisdiction north of Lake Cook Road. Regular coordination between these agencies will assist in the overall project delivery and timeliness of the Phase I Study. In addition to a project kick-off meeting, we propose regular bi-weekly meetings to occur between the Village/CCDTH/LCDOT throughout the Feasibility Study portion of this project. Bi-weekly meetings are assumed to be conducted virtually.

In order to avoid delays and costly multiple design revisions, we believe it will be helpful to also have regular coordination meetings with IDOT to review design issues, environmental impact findings and the project's overall progress. These meetings will be held at regular IDOT/FHWA coordination meetings.

As part of the PEL process, the Purpose and Need and Alternatives to be Carried Forward "coordination points" will be formally presented at IDOT/FHWA coordination meetings. This item also includes additional coordination required of the PEL process, including:

- The development of a Timeframes Agreement. This item includes the initial development of a Timeframes Agreement and up to one revision.
- Letters to Tribes at each coordination point. This includes one revision at each coordination point after consulting with IDOT – Cultural Unit.

In addition to a kick-off meeting with IDOT, we propose to schedule up to 5 meetings with IDOT/FHWA. This item includes preparation of agendas and materials, attendance, and preparation of meeting minutes for each meeting.

Attendance and preparation for two Village Board meetings is included in this item.

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17. Supervision, Administration and Project Coordination

This item includes project setup, monthly invoicing and preparation of status reports, quarterly client coordination meetings as needed and in-house coordination meetings throughout the course of the Feasibility Study. This item also includes implementation of Civiltech's Quality Assurance/Quality Control in-house review process.

PREFERRED IMPROVEMENT PLAN

1. Traffic Analyses

Traffic Analyses will be performed by a subconsultant, Peralte-Clark LLC. A copy of their scope of services is included in Attachment C.

This items also includes coordination and review of the Intersection Design Studies (IDSs) and traffic analyses.

2. Alternate Geometric Studies

Alternate Geometric Studies will be supported by a subconsultant, Peralte-Clark LLC. A copy of their scope of services is included in Attachment C and specified items for support services are noted below.

After a preferred improvement plan has been selected, the preliminary geometric design will be refined based upon detailed survey, wetlands, and geotechnical studies. This item includes the following:

a. Prepare detailed horizontal geometrics on topographic base sheets.
b. Define vertical roadway geometrics including detailed analysis of proposed roadway cross sections.
c. Determine right-of-way acquisition and grading easement limits.
d. Quantify environmental impacts.
e. Design vehicle turning-template analyses will also be completed using AutoTURN software.
f. Prepare plan and profile exhibits.
g. Field visit verify proposed plan considerations (two site visits included).
h. Submit detailed geometrics, traffic and crash data and environmental impacts to the County and Villages. It is assumed that these geometrics will be revised up to three times prior to presentation at the Public Hearing.
i. Develop a constructability analysis to evaluate the ability to maintain traffic during construction within the proposed right-of-way limits. This task will include the preparation of preliminary maintenance of traffic plan exhibits and typical cross section exhibits. *This item will be completed by Peralte-Clark, LLC.*
j. Provide detailed ADA grading sheets at each of the signalized intersections. *This item will be completed by Peralte-Clark, LLC.*

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3. Subsurface Soils and Pavement Investigation

Pavement coring, a highway soils survey, and structure borings will be performed by a subconsultant, Midland Standard Engineering & Testing, Inc. A copy of their scope of services is included in Attachment E.

In order to provide recommendations for proposed pavement structure and account for any necessary soil remediation, pavement cores and a soil survey will be collected; data and analyses will be documented in a Roadway Geotechnical Report (RGR).

A geotechnical investigation including structure borings for the Lake Cook Road Bridge (SN 016-3203) will also be conducted. A Structure Geotechnical Report (SGR) will be required for the bridge.

This item will also include two meetings with the Village and Counties. The first meeting will be held to discuss locations of the proposed pavement cores and borings and the second meeting will be to discuss the findings and recommendations of the geotechnical studies. This work item also includes the preparation of two pavement designs and the presentation of those designs in a pavement type analysis memorandum. This memorandum will include preliminary costs for each type of pavement structure as well as analysis of the life-cycle cost for each pavement design.

4. Preliminary Environmental Site Assessment

The Preliminary Environmental Site Assessment will be performed by a subconsultant, True North Consultants. A copy of their scope of services is included in Attachment F.

As part of the environmental studies required for a Federal-aid project, it is necessary to perform a Special Waste Screening Analysis to determine if there are any sites located along the project area that may result in the need for further environmental investigation. It is anticipated that the initial screening will result in the need for a Preliminary Environmental Site Assessment (PESA) to be completed to determine the extent of any special remediation that may need to occur.

This item includes coordination and review of the PESA report.

5. Wetland Study

The Wetland Study will be performed by a subconsultant, Huff & Huff, Inc. A copy of their scope of services is included in Attachment G.

Regulated wetlands are likely located on or adjacent to the project corridor. A wetland delineation will be conducted for all areas within the project corridor in accordance with the February 25, 2022 edition of the U.S. Army Corps of Engineers (USACE) Chicago District Nationwide Permit Program (NWP), the USACE Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (Version 2.0), (Supplemental Wetland Manual), the October 13, 2020 edition of the Lake County Watershed Development Ordinance (WDO), and the May 7, 2020 edit of the Metropolitan Water Reclamation District (MWRD) of Greater Chicago Watershed Management Ordinance (WMO).

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This item will include off-site record/documentation review, on-site investigation (field inventory), preparation of a wetland report, a preliminary Jurisdictional Determination/Boundary Verification submittal, a USACE Jurisdictional Determination request, and preparation and submittal of the Wetland Impact Evaluation form.

This items also includes coordination of wetland surveys and review of the wetland report.

6. Drainage Study

An overall investigation of the existing drainage as well as the drainage design criteria and requirements for the proposed drainage system, including stormwater detention, floodplain compensatory storage, and water quality treatments for the preferred alternative will be evaluated as part of this item. The following items will be performed as part of this task:

a. Existing Drainage
   - Update General Location Drainage Map.
   - Update the previously prepared Existing Drainage Plan (EDP) for the project limits.

b. Proposed Drainage
   - Determine stormwater detention requirements for preferred alternative.
   - Determine Floodplain compensatory storage requirements for preferred alternative.
   - ROW analysis for recommended proposed drainage plan.
   - Prepare a Proposed Drainage Plan (PDP) for the selected proposed condition alternative. The PDP will be a plan and profile sheet showing the proposed drainage concept.
   - A hydraulic analysis will be completed for the existing and proposed structure crossing at Buffalo Creek. The exiting FEMA regulatory model will be used as the base model and the existing and proposed conditions will be incorporated into the regulatory hydraulic model. Hydraulic data and exhibits required for BLR form 10210 will also be developed.

c. Drainage Technical Memorandum (Reviewed by CCDTH, 2 iterations)
   - The existing and proposed drainage within the project corridor will be summarized in a technical memorandum with the EDP, PDP, and associated drainage calculations as attachments.

7. Structural Studies

A Preliminary Bridge Design & Hydraulic Report (BLR Form 10210) with a Type Size & Location (TSL) plan and Structure Geotechnical Report (SGR) as attachments will be prepared for approval per IDOT requirements for the proposed Lake Cook Road over Buffalo Creek (SN 016-3203) bridge. The following are the structural scope items included in the Preferred Improvement Plan:

1. Complete form BLR 10210 with a Type, Size and Location (TSL) plan and Structure Geotech Report for the Lake Cook Road Bridge and adjacent gabion wall. *Geotechnical*

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investigations will be completed by a subconsultant, Midland Standard Engineering & Testing, Inc. per Item 3 of the Preferred Improvement Plan scope of services. The TSL will describe the proposed structural work to accommodate the proposed widening of Lake Cook Road. Estimated construction costs from the BCR will also be updated as needed.

2. Attend up to 4 review meetings. This item includes preparation of meeting materials and meeting minutes.

The structural design will be in accordance with the AASHTO Standard Specifications for Highway Bridges and the IDOT Bridge Manual.

Additionally, this items includes the estimation of construction cost of various retaining walls within the project limits with retained heights less than 10-ft and not requiring TSL submittals. A total of up to 4 walls with a total combined length is assumed.

8. Final Highway Traffic Noise Analysis

A preliminary noise analysis on the initial range of alternatives is part of the Feasibility Study portion of this project. The noise analysis portion of the Preferred Improvement Plan study will be comprised of the following tasks:

a. Using TNM, based on a refined preferred improvement plan, predict the 2050 traffic noise levels to identify if highway traffic noise impacts will result at any of the estimated eighteen sensitive receptor locations. *For this scope, it is assumed that there will be a noise impact at five of the eighteen locations. Therefore, items b. and c. below must be completed.*
b. Consider various highway traffic noise abatement measures, and evaluate the feasibility of noise barriers at five locations. *It is assumed that a noise barrier will be physically and acoustically feasible at all five locations.*
c. Evaluate the noise reduction design goal and cost reasonableness of the noise barrier(s) at the five locations. *It is assumed that a noise barrier will be reasonable based on the noise reduction design goal and cost criteria, at four of the five locations assumed to have a noise impact. Therefore, item d. below must be completed for each of the four locations to evaluate the third of three reasonableness criteria: residents' desire for the noise barrier(s).*
d. Prior to meetings with residents, prepare a Draft Highway Traffic Noise Analysis Technical Memorandum including exhibits and tables for the preferred alternative. Submit for review and comment to the 1) Village, 2) CCDTH/LCDOT, and 3) IDOT. The submittals will be all electronic. Includes time for modeling revisions based on comments. Revise Draft Memorandum one time per each of the three submittals. Resubmit to IDOT for approval to go to meetings with residents.
e. Meetings with residents predicted to be benefited by feasible and reasonable noise barriers. Assume the four locations with impacts can be covered in two meetings.
    - Prepare and mail invitation letters and ballots.
    - Prepare exhibits, handouts, and a PowerPoint presentation for two separate meetings.

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- Attend two separate meetings.
- Compile and summarize results from two meetings.

f. Prepare a Pre-Final Highway Traffic Noise Analysis Technical Memorandum that includes the results of the meetings with residents. Submit for review and comment to the 1) Village, 2) CCDTH/LCDOT, and 3) IDOT/FHWA. The submittals will be all electronic.
g. Revise Technical Memorandum one time per each of the three submittals and prepare a Final Technical Memorandum. Submit Final Technical Memorandum to IDOT/FHWA for a "no further comments" finding.
h. Transmit noise analysis report to local planning officials.

It is noted that there are no undeveloped properties along the corridor, therefore the typical analyses for undeveloped properties will not be necessary and is not included in this scope.

9. Air Quality Analysis

This work item will include preparation of input data for IDOT to run a COSIM pre-screening analysis to quantify the likelihood of air quality impacts. This work item will include:

a. Prepare COSIM Pre-Screen input data sheet and submit to IDOT for analysis. (Assume 3 intersections)
b. If the location fails the Pre-Screening, prepare full COSIM 4.0 input data worksheets and submit for analysis.
c. Document MSAT and PM 2.5/PM 10 Requirements
d. Write air quality analysis text.

10. Tree Survey

The Tree Survey will be performed by a subconsultant, Huff & Huff, Inc. A copy of their scope of services is included in Attachment G.

A Tree Survey will be conducted to identify tree species, health, structure and origin within the Buffalo Creek Forest Preserve and areas immediately adjacent to the preserve, within the project limits. The tree survey will note whether any trees are of exceptional size and condition and determine which trees are worth avoidance, if any. The tree survey will follow the Lake County Forest Preserve District (LCPFPD) License and Easement Ordinance requirements.

This survey also includes an assessment of the northern long-eared bat (NLEB) habitat within the proposed right-of-way, including the potential for individual trees and forest resources to provide suitable habitat for NLEB. This will documented in a tree survey report.

This items includes coordination of tree surveys and review of the tree survey report.

11. Section 4(f) Evaluation and Documentation

The proposed improvement may require permanent land acquisition of one or more publicly owned recreational properties, including the Buffalo Creek Forest Preserve, Weidner Park, the

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Buffalo Grove Golf Club, Buffalo Grove Park District facilities, and/or Emmerich Park East. The Buffalo Creek Forest Preserve is under the jurisdiction of the Lake County Forest Preserve District (LCFPD). The Buffalo Grove Golf Club is under the jurisdiction of the Village. Weidner Park appears to fall entirely within the Lake Cook Road right-of-way; coordination with FHWA will occur to confirm whether this site qualifies for protection under Section 4(f). The remaining properties listed are under the jurisdiction of the Buffalo Grove Park District.

Due to the close proximity of these properties to the roadway corridor, it is possible that each property may experience temporary or permanent impacts. This item includes attendance at an IDOT/FHWA coordination meeting to determine the level of documentation required, including preparing meeting materials and meeting minutes. For scoping purposes, it is assumed a separate evaluation for each property will be required and each will result in a *de minimis* finding. This item includes the following work tasks:

a. Describe the property, facilities, and functions.
b. Document efforts to avoid impacts to the property.
c. If avoidance is not prudent or feasible, document measures to minimize impacts.
d. Describe all permanent or temporary impacts to the property and whether they may cause adverse effects.
e. Prepare report exhibits.
f. Revise report based upon review comments and prepare final documentation.
g. Attend meetings with property owner. Assume two meetings for each owner.

12. Section 6(f) Documentation

The Buffalo Creek Forest Preserve is a public open space that offers wildlife viewing, fishing, and trails for hiking and biking. The property has received special funding from the Land and Water Conservation Fund (LWCF) and therefore is protected under Section 6(f) of the LWCF Act. LWCF are administered through the Illinois Department of Natural Resources (IDNR) and the National Park Service (NPS).

It is anticipated that there may be impacts to the Buffalo Creek Forest Preserve resulting from proposed improvements, which may require a Section 6(f) analysis. For purposes of scoping, it is assumed the proposed improvements would result in a permanent conversion of Section 6(f) lands, which would require the identification of replacement property. The following items are included as part of this task:

a. Document of efforts to avoid impacts to the property.
b. If avoidance is not prudent or feasible, document measures to minimize impacts.
c. Describe all permanent or temporary impacts to the property.
d. Identify replacement property, if applicable.
e. Prepare appropriate documentation form(s) and supporting exhibits.
f. Coordinate with LCFPD, IDNR and NPS. Assume two meetings.
g. Revise documentation (up to two times) for approval.

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13. Detailed Cost Estimate

A detailed construction cost estimate will be completed for the Preferred Alternative. This estimate will quantify costs associated with the project, such as proposed removals, improvements to the roadway, traffic signal improvements, drainage and stormwater management systems, and environmental mitigation costs. Temporary and/or permanent property acquisition costs are also included. It is assumed that the cost estimate will be completed once for the entire project with up to two revisions are included based upon design refinements.

14. Project Development Report (Draft)

It is anticipated that the results of the environmental process will be a determination that the proposed improvement will cause no significant environmental impacts and thus, would meet the requirements of a Federal Approved Categorical Exclusion. Therefore, this work task will involve integration of project data and engineering studies into a Draft Project Development Report that meets IDOT requirements as contained in BLR Form 22110. Specifically this work item will include the following:

a. Write, proofread and edit the Draft PDR.
b. Prepare report exhibits and appendices.
c. Provide Draft PDR for Village/CCDTH/LCDOT review.
d. Provide a disposition of comments and revise Draft PDR up to one time.
e. Attend review meeting/phone conference with the Village and IDOT, if required.

15. Public Involvement and Public Hearing

It is anticipated that one additional meeting with the SIG would occur as part of the Preferred Improvement Plan portion of the project. The meeting would discuss the alternatives evaluation and preliminary preferred alternative selection. The following items are anticipated as part of the Preferred Alternative public involvement tasks:

a. Stakeholder Involvement Group (SIG) Meetings (Assume one meeting)
   - Selection of and coordination with meeting venue.
   - Preparation of meeting exhibits.
   - Preparation of SIG meeting PowerPoint presentation.
   - Preparation and attendance at dry run with Village and County staff.
   - Attendance at SIG meeting.
   - Preparation of meeting minutes and disposition of comments. It is assumed comments will be responded to via a Frequently Asked Questions (FAQs) summary format.

An additional meeting with the public will be held to discuss the preferred alternative. For scoping purposes, it is anticipated this will be a formal Public Hearing. A Public Hearing is assumed to be conducted in person only. This work item will include:

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b. Public Hearing
   - Selection of and coordination with meeting venue.
   - Preparation of public hearing newspaper display advertisement.
   - Preparation of public hearing brochure.
   - Preparation and distribution of public hearing notification letters to area residents and businesses.
   - Preparation of public hearing exhibits.
     - 2-D Exhibits
     - 3-D Modeling and Renderings, including existing conditions and proposed conditions at two locations.
   - Preparation of public hearing PowerPoint presentation.
   - Preparation for and attendance at public hearing dry run with agency staff. (Assume 1 meeting.)
   - Attendance at public hearing.
   - Preparation of public hearing transcript (By court reporter).
   - Disposition of public hearing comments. It is assumed comments will be responded to via a Frequently Asked Questions (FAQs) summary format.

c. Stakeholder Involvement Plan (SIP)
   - This includes one update of the SIP during the Preferred Alternative portion of the project.

d. Project Website
   - Updates to the website, including posting meeting materials, following the SIG and Public Hearing.
   - Quarterly announcements and/or updates, as needed.

16. Project Development Report (Final)

Based on the outcome of the draft report review, the public involvement activities and comments, and input from the Village/CCDTH/LCDOT and IDOT, the final Project Development Report will be prepared. Design Approval would be requested from IDOT. This work item will include the following tasks:

a. Prepare a disposition of IDOT comments on the draft PDR.
b. Revise, proofread and edit the draft PDR report.
c. Revise draft PDR exhibits and appendices.
d. Provide Pre-Final PDR for Village/CCDTH/LCDOT approval.
e. Provide a disposition of comments and revise Pre-Final PDR up to one time.

17. Funding Applications

The intention of the Village is to pursue Federal funding for detailed engineering and/or the construction of the Lake Cook Road West project. It is assumed these applications will be submitted once the Preferred Alternative has been determined. The following items are included as part of this task:

a. STP-Shared Fund/CMAQ Application
   - Prepare funding application text.

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- Prepare supporting exhibits.
- Review application with Village staff.
- Revise application materials (up to one time).
- Submit final application materials.
- Complete Quarterly Progress Forms (if funds are awarded).

b. RAISE Application
- Prepare funding application text.
- Prepare Cost-Benefit Analysis and supporting exhibits.
- Review application with Village staff.
- Revise application materials (up to one time).
- Submit final application materials.

18. Agency Coordination

For the preferred alternative, this item will include continuation of bi-weekly meetings with Village/CCDTH/LCDOT staff. This items also includes two meetings with IDOT/FHWA. Attendance and preparation for two Village Board meetings is included in this item.

19. Supervision, Administration and Project Coordination

This item includes project setup, monthly invoicing and preparation of status reports, quarterly client coordination meetings as needed and in-house coordination meetings throughout the course of the Preferred Alternative Study. This item also includes implementation of Civiltech's Quality Assurance/Quality Control in-house review process.

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Action Item : Authorization for the Village Manager to Enter into an Agreement with GovHr USA for Recruitment Services.

Recommendation of Action

Staff recommends approval.

Staff seeks authorization from the Village President and Board of Trustees for the Village Manager to enter into an agreement with GovHR USA for recruitment services for the position of Chief of Police.

On June 7, 2022, Staff entered into an agreement with GovHR USA pursuant to the terms contained within their "Full Scope Recruitment" proposal (attached) and with a not to exceed total cost of $23,500. This amount falls below the Village Manager's purchasing authority of $25,000. However, as this is professional services agreement, the Village Manager has no cap on his purchasing authority.

Upon further review and discussions, Staff would now like to amend our original agreement with GovHR USA to include an Assessment Center for candidates selected for interview as part of the selection process. An Assessment Center is a useful tool for identifying and evaluating the strengths, areas for improvement, skills, and abilities of the candidates. The optional assessment center fee is $8,000.

Therefore, the new total of this engagement will be at an amount not to exceed $31,500.

Staff recommends approval.

ATTACHMENTS:

- Village of Buffalo Grove IL - Police Chief Proposal 2022 (PDF)
- BuffaloGrove Police Chief agreement FINAL (PDF)

Trustee Liaison	**Staff Contact**
Pike	Arthur a Malinowski, Human Resources

Monday, June 20, 2022	

Village of Buffalo Grove, Illinois
Police Chief

Recruitment Proposal
June 1, 2022

GovHR USA
GovTEMPS USA

630 Dundee Road
Suite 225
Northbrook, IL 60062
Primary Contact Person: Laurie Pederson
Director of Administrative Services
847-380-3240
info@GovHRusa.com

A note about COVID-19 -- We are carefully monitoring recommendations from the federal, state and local governments and working with clients as they begin to reopen. Before COVID we made extensive use of technology for video interviews with candidates and meetings with clients. We have utilized these during COVID and can combine technology with appropriate in person meetings to assist clients in cost effective recruiting.

Attachment: Village of Buffalo Grove IL - Police Chief Proposal 2022 (Authorization for the Village Manager to Enter into an Agreement with

GovHR USA
GovTEMPS USA

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Firm Profile

GovHR is a public management consulting firm serving local government clients and other public-sector entities across the country. The firm was originally formed as Voorhees Associates in 2009 and changed its name to GovHR USA in 2013. Our headquarters are in Northbrook, Illinois. We are a certified Female Business Enterprise in the State of Illinois and work exclusively in the public and non-profit sectors. GovHR offers customized executive recruitment services, management studies and consulting projects for local government and organizations who work with local government.

GovHR is led by Heidi Voorhees, President, and Joellen Cademartori, Chief Executive Officer. Ms. Voorhees has conducted more than 400 recruitments in her management consulting career, with many of her clients repeat clients, attesting to the high quality of work performed for them. In addition to her 17 years of executive recruitment and management consulting experience, Ms. Voorhees has 19 years of local government leadership and management service, including ten years as Village Manager for the Village of Wilmette, Illinois. Ms. Cademartori is a seasoned manager, with expertise in public sector human resources management. She has held positions from Human Resources Director and Administrative Services Director to Assistant Town Manager and Assistant County Manager. Ms. Cademartori has worked in forms of government ranging from Open Town Meeting to Council-Manager and has supervised all municipal and county departments ranging from Public Safety and Public Works to Mental Health and Social Services.

GovHR has a total of thirty-five consultants, both generalists and specialists (public safety, public works, finance, parks, etc.), who are based in Arizona, Colorado, Florida, Georgia, Illinois, Indiana, Massachusetts, Michigan, Minnesota, Ohio, Tennessee, Texas and Wisconsin, as well as eight reference specialists and nine support staff.

Our consultants are experienced executive recruiters who have conducted over 900 recruitments, working with cities, counties, special districts and other governmental entities of all sizes throughout the country. In addition, we have held leadership positions within local government, giving us an understanding of the complexities and challenges facing today's public sector leaders.

Attachment: Village of Buffalo Grove IL - Police Chief Proposal 2022 (Authorization for the Village Manager to Enter into an Agreement with

GovHR USA
GovTEMPS USA

Our Team

Project Manager & Main Point of Contact:

GovHR Vice President Rick Ginex will be responsible for your recruitment and selection process. GovHR President Heidi Voorhees will be the Consulting Advisor on this recruitment as well. Their biographies are attached to this Proposal and their contact information is:

Rick Ginex
Vice President
630-235-2526
RGinex@GovHRusa.com

Heidi J. Voorhees
President
847-380-3240
HVoorhees@GovHRusa.com

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LPederson@GovHRusa.com

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Joellen J. Cademartori
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Attachment: Village of Buffalo Grove IL - Police Chief Proposal 2022 (Authorization for the Village Manager to Enter into an Agreement with

Project Approach and Methodology

A typical recruitment and selection process takes approximately 175 hours to conduct. At least 50 hours of this time is administrative, including advertisement placement, reference interviews, and due diligence on candidates. We believe our experience and ability to professionally administer your recruitment will provide you with a diverse pool of highly qualified candidates for your position search. GovHR clients are informed of the progress of their recruitment throughout the entire process. We are always available by mobile phone or email should you have a question or need information about the recruitment.

Phase I: Position Assessment, Position Announcement & Brochure

GovHR treats each executive recruitment as a transparent partnership with our client. We believe in engaging with stakeholders early in each recruitment process to fully understand the challenges and opportunities inherent in the position. Understanding the organizational culture is critical to a successful recruitment. We gain this insight and information through meetings (one on one and small groups), surveys and a review of relevant information. This information is reflected in a polished marketing piece that showcases the organization and the area it serves.

Information Gathering:

- One-on-one or group interviews with stakeholders identified by the client.
- GovHR can establish a dedicated email address for feedback from stakeholders or the community.
- Community forums (In-person or via video) can be used to gather input and feedback.
- Surveys can be used for department personnel and/or the community to gather feedback.
- Conversations/interviews with department heads.

A combination of the above items can be used to fully understand community and organizational needs and expectations for the position (this proposal includes 12 hours of meetings – additional meetings can be added for a fee of $125/hours plus actual expenses if incurred. Dedicated email address and one organizational survey are included. Community Survey can be conducted for $2,500. Community Forums can be conducted as an optional service.

Development of a **Position Announcement** to be placed on websites and social media.

Development of a thorough **Recruitment Brochure** for client review and approval.

Agreement on a detailed **Recruitment Timetable** – a typical recruitment takes between 90 to 120 days from the time you sign the contract to appointment of the finalist candidate.

Phase II: Advertising, Candidate Recruitment & Outreach

We make extensive use of social media as well as traditional outreach methods to ensure a diverse and highly qualified pool of candidates. In addition, our website is well known in the local government industry – we typically have 11,000 visits to our website each month. Finally, we develop a database customized to your recruitment and can do an email blast to thousands of potential candidates.

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Phase II will include the following:

- GovHR consultants will personally identify and contact potential candidates.
- Develop a database of potential candidates from across the country unique to the position and to the Client, focusing on:
  - Leadership and management skills
  - Size of organization
  - Experience in addressing challenges and opportunities also outlined in Phase I
- The database will range from several hundred to thousands of names and an email blast will be sent to each potential candidate.
- Placement of the Position Announcement in appropriate professional online publications:
  - Public sector publications & websites
  - Social media: LinkedIn (over 15,000 connections), Facebook, and Twitter
  - GovHR will provide you with a list of advertising options for approval

Phase III: Candidate Evaluation & Screening

Phase III will include the following steps:

- Review and evaluation of candidates' credentials considering the criteria outlined in the Recruitment Brochure
- Candidates will be narrowed down to those candidates that meet the qualification criteria
- Candidate evaluation process:
  - Completion of a questionnaire explaining prior work experience
  - Live Video Interview (45 minutes to 1 hour) conducted by consultant with each finalist candidate
  - References (at least 2 references per candidate will be contacted at this time)
  - Internet/Social Media search conducted on each finalist candidate

All résumés will be acknowledged and inquiries from candidates will be personally handled by GovHR, ensuring that the Client's process is professional and well regarded by all who participate.

Phase IV: Presentation of Recommended Candidates

Phase IV will include the following steps:

- GovHR will prepare a Recruitment Report presenting the credentials of those candidates most qualified for the position.
- GovHR will provide an electronic recruitment portfolio which contains the candidates' materials along with a "mini" résumé for each candidate so that each candidate's credentials are presented in a uniform way.
- Client will receive a log of all applicants and may review résumés if requested.
- Report will arrive in advance of the Recruitment Report Presentation.

GovHR will spend approximately 2 hours with the Client reviewing the recruitment report and providing additional information on the candidates.

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Phase V: Interviewing Process & Background Screening

Phase V will include the following steps:

GovHR will:

- Develop the first and second round interview questions for your review and comment
- Coordinate candidate travel and accommodations
- Provide you with an electronic file that includes:
  - Candidates credentials
  - Set of questions with room for interviewers to make notes
  - Evaluation sheets to assist interviewers in assessing the candidate's skills and abilities

Background screening will be conducted along with additional references contacted:

GovHR USA Background Screening

- ✓ Social Security Trace & Verification
- ✓ U.S. Federal Criminal Search
- ✓ Enhanced Verified National Criminal
  - National Sex Offender Registry
  - Most Wanted Lists FBI, DEA, ATF, Interpol
  - OFAC Terrorist Database Search
  - OIG, GSA, SAM, FDA
  - All felonies and misdemeanors reported to the National Database
- ✓ County/Statewide Criminal
- ✓ Civil Search
- ✓ Bankruptcy, Leans and Judgements
- ✓ Motor Vehicle Record
- ✓ Education Verification – All Degrees Earned

Optional: Credit Report – Transunion with score (based on position and state laws)

Optional:
Professional License Verification
Drug Screen
Employment Verification

GovHR will work with you to develop an interview schedule for the candidates, coordinating travel and accommodations. GovHR consultants will be present for all the interviews, serving as a resource and facilitator.

GovHR will coordinate a 2-Step Interview process. The first round interviews will include five or six candidates. The second round interviews will include two or three candidates. GovHR will supply interview questions and an evaluation form.

In addition to a structured interview, the schedule can incorporate:

- Tour of Client facilities
- Interviews with senior staff

Phase VI: Appointment of Candidate

- GovHR will assist you as much as you request with the salary and benefit negotiations and drafting of an employment agreement, if appropriate.
- GovHR will notify all applicants of the final appointment, providing professional background information on the successful candidate.

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Diversity, Equity & Inclusion in Recruitments

GovHR has a long-standing commitment to Equity, Diversity and Inclusion in all of our recruitment and selection processes. Since our firm's inception we have supported, with our time and financial resources, organizations that advance women and other underrepresented minorities in local government. These include the National Forum for Black Public Administrators, the Local Government Hispanic Network, The League of Women in Government and CivicPride.

GovHR President Heidi Voorhees was a keynote speaker at the first meeting of the WCMA Women's Leadership Seminar. Our employees and consultants all underwent Implicit Bias Training in the last year and we are frequent speakers on incorporating DEI values in recruitment and selection. We have a list of DEI resources on the front page of our website (https://www.govhrusa.com/diversity-equity-and-inclusion-resources/) that can be accessed by anyone who visits our website.

GovHR has formally partnered with the National Forum for Black Public Administrators' consulting arm, i4x, in several recruitment and selection processes throughout the country including Toledo, OH, Ft. Collins, CO, Ann Arbor, MI, Oakland, MI and Arlington, TX. Our partnership reflects our mutual commitment to advancing DEI values and increasing the diversity of local government leaders at the highest levels of the organization.

Project Timeline

Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	Week 14
Phase I		**Phase II**				**Phase III**			**Phase IV**	**Phase V**		**Phase VI**	

Weeks 1 & 2	Phase 1: On Site Interviews & Brochure Development
Weeks 3 thru 6	Phase 2: Advertising, Candidate Recruitment & Outreach
Weeks 7 thru 9	Phase 3: Candidate Evaluation & Background Screening
Week 10	Phase 4: Presentation of Recommended Candidates
Week 11 & 12	Phase 5: Interview Process & Additional Background Screening
Weeks 13 & 14	Phase 6: Appointment of Candidate

Attachment: Village of Buffalo Grove IL - Police Chief Proposal 2022 (Authorization for the Village Manager to Enter into an Agreement with

Full Scope Recruitment – Price Proposal

Summary of Costs: Full Scope	Price
Recruitment Fee:	**$19,500**
Recruitment Expenses: (not to exceed) ➢ Expenses include candidate due diligence efforts	**1,500**
Advertising: *Advertising costs over $2,500 will be placed only with client approval. If less than $2,500, Client is billed only for actual cost.	**2,500***
Total:	**$23,500****

*We are carefully monitoring recommendations from the federal, state and local governments and working with clients on alternatives to in person meetings. We are fully operational and can work with you via video and by utilizing electronic files. If at the time of recruitment, COVID-19 restrictions are lifted and travel is possible, we are happy to attend meetings in person.

**Consultant travel expenses are not included in the price proposal. If the consultant is requested to travel to the client, travel costs will be estimated at time of request. Only actual expenses will be billed to the client for reimbursement to GovHR.

Possible in-person meetings could include:

1. Recruitment brochure interview process
2. Presentation of recommended candidates
3. Interview Process

Any additional consultant visits requested by the Client (beyond the three visits listed above) will be billed at $125/hour; $500 for a half day and $950 for a full day. The additional visits may also result in an increase in the travel expenses and those expenses will be billed to the client.

This fee does not include travel and accommodations for candidates interviewed.

Payment for Fees & Services

Payment of invoices is due within thirty (30) days of receipt. Professional fees and expenses will be invoiced as follows:

1st Invoice upon acceptance of proposal: 40% of the Recruitment Fee

2nd Invoice upon recommendation of candidates: 40% of the Recruitment Fee

Final Invoice upon completion: 20% of the Recruitment Fee plus all expenses

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The GovHR Guarantee – Full Scope Recruitment

GovHR is committed to assisting our clients until a candidate is appointed to the position. Therefore, no additional professional fee will be incurred if the client does not make a selection from the initial group of recommended candidates and requests additional candidates be developed for interview consideration. If additional advertising beyond the Phase I advertising is requested, client will be billed for actual advertising charges. Reimbursable expenses may be incurred should the recruitment process require consultant travel to the Client.

Upon appointment of a candidate, GovHR provides the following guarantee: should the selected and appointed candidate, at the request of the Client or the employee's own determination, leave the employ of the Client within the first 12 months of appointment, we will, if desired, conduct one additional recruitment for the cost of expenses and announcements only. This request must be made within six months of the employee's departure.

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Why Choose GovHR?

- We are a leader in the field of local government recruitment and selection with experience in more than 41 states, in communities ranging in population from 1,000 to 1,000,000. More than 28% of our clients are repeat clients showing a high level of satisfaction with our work. We encourage you to call any of our previous clients.
- We are committed to bringing a diverse pool of candidates to your recruitment process. We network extensively with state, city and county management associations, attending more than 20 state and national conferences each year. In addition, we support and attend the meetings of League of Women in Government, the Local Government Hispanic Network, National Forum for Black Public Administrators and Engaging Local Government Leaders.
- We conduct comprehensive due diligence on candidates. Before we recommend a candidate to you, we will have interviewed them via video, conducted reference calls, and news media and social media searches. Our knowledge of local government ensures that we can ask probing questions that will verify their expertise.
- We are your partners in this important process. You are welcome to review all the resumes we receive and we will share our honest assessment of the candidates.
- Our goal is your complete satisfaction. We are committed to working with you until you find the candidate that is the best fit for your position.

Qualifications

Please note the following key qualifications of our firm:

- Since our establishment in 2009, our consultants have conducted hundreds of recruitments in 41 states, with an increase in business of at least 30% each year. Twenty-eight (28%) of our clients are repeat clients, the best indicator of satisfaction with our services.
- Surveys of our clients show that 94% rate their overall experience with our firm as *Outstanding and* indicate that they plan to use our services or highly recommend us in the future.
- Our state-of-the-art processes, including extensive use of social media for candidate outreach and video interviews with potential finalist candidates, ensure a successful recruitment for your organization.
- Our high quality, thorough Recruitment Brochure reflects the knowledge we will have about your community and your organization and will provide important information to potential candidates.

Attachment: Village of Buffalo Grove IL - Police Chief Proposal 2022 (Authorization for the Village Manager to Enter into an Agreement with

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Contract Signature Page

We believe we have provided you with a comprehensive proposal; however, if you would like a service that you do not see in our proposal, please let us know. We can most likely accommodate your request.

This proposal will remain in effect for a period of six months from the date of the proposal. We look forward to working with you on this recruitment and selection process!

Village of Buffalo Grove, Illinois agrees to retain GovHR USA, LLC ("GovHR") to conduct a Police Chief Recruitment in accordance with its proposal dated June 1, 2022. The terms of the proposal are incorporated herein and shall become a part of this contract.

ACCEPTED:

Village of Buffalo Grove, Illinois

By: _____

Title: _____

Date: _____

Billing Contact: _____

Billing Contact Email: _____

GovHR USA, LLC

By: _____

Title: _____

Date: _____

Attachment: Village of Buffalo Grove IL - Police Chief Proposal 2022 (Authorization for the Village Manager to Enter into an Agreement with

Optional Assessment Center

If requested, GovHR will perform an Assessment Center for candidates selected for interview as part of the selection process. An Assessment Center is a useful tool for identifying and evaluating the strengths, areas for improvement, skills, and abilities of the candidates. GovHR consultants will prepare all the related documents and scoring sheets for any three (3) of the following exercises to be completed on the Assessment Center day:

- In-Basket Exercise
- Written/Oral Presentation Exercise
- Leaderless Group Exercise
- Structured Interview
- Budget Analysis Exercise
- Personnel Issues Exercise
- Other exercise of the Client's choosing

Optional Assessment Center Fee: $8,000*

*The fee assumes that the Assessment Center will be held on one day and be limited to no more than five candidates. For each additional candidate, the fee will increase by $750.

The fee includes the preparation of the Assessment Center material and a written report outlining the findings of the Assessment Center as reported by the Assessors. We will assist the client in selecting three (3) professionals from outside the organization to serve as Assessors in evaluating each candidate's strengths and weaknesses. The client will be responsible for paying a minimum $500 stipend to each Assessor (and possible mileage or other transportation costs for the assessors).

The Assessment Center fee does not include lodging, travel and meal expenses for the GovHR facilitator(s) to be on-site for the Assessment Center. Actual expenses will be billed in addition to the fee. If the client chooses to add the Assessment Center option, the fees and expenses for this will be billed separately.

Optional Services

GovTemps USA

Need an Interim? GovTempsUSA, a subsidiary of GovHR USA, specializes in the temporary placement of positions in local government. The firm offers short-term assignments, in addition to long-term and outsourced arrangements. Our placement professionals at GovTempsUSA have typically enjoyed distinguished careers in local government and displayed a commitment to public service throughout their career.

Recorded One-Way Video Interview of Candidates

Candidates we recommend for your consideration can complete a one-way video interview with 3 to 5 questions that will be recorded and which you can review electronically at your convenience. This can occur prior to making your decision on which candidates to invite for an interview. Cost $100 per candidate.

Attachment: Village of Buffalo Grove IL - Police Chief Proposal 2022 (Authorization for the Village Manager to Enter into an Agreement with

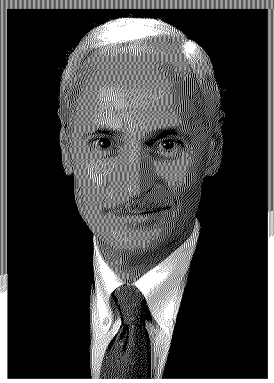
Leadership/Personality Testing

GovHR has experience working with a wide variety of leadership and personality assessment tools, depending on the qualities and experiences the client is seeking in their candidates. These include but are not limited to Luminaspark, Caliper, DISC and others. Depending on the evaluation type selected fees can range between $100 to $500 per candidate.

360° Evaluation

As a service to the Client, we offer the option to provide you with a proposal for a 360° performance evaluation for the appointed position at six months into his or her employment. This evaluation will include seeking feedback from both elected officials and department directors, along with any other stakeholder the Client feels would be relevant and beneficial. This input will be obtained on a confidential basis with comments known only to the consultant. If you are interested in this option, GovHR will prepare a proposal for this service.

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RICCARDO F. GINEX

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Riccardo F. Ginex has over forty-four years of municipal experience, both as a Village Manager and Police Chief.

Mr. Ginex served as the Village Manager in Oak Brook, Illinois for 7 years. Oak Brook is an affluent community with several commercial retail districts and is home to Oakbrook Center, an upscale, outdoor regional shopping mall. During his tenure there he was instrumenta providing oversight with several multi-million dollar developments which included Rush Medical's suburban facility, the Hyatt House Ho the Restoration Hardware development, the Lifetime Fitness development, and Senior Lifestyle's 200-unit development of independ assisted living and memory care. More importantly, when the McDonald's Corporation relocated from Oak Brook to Chicago, he worked v the Hines Development Corporation in bringing the first multi-residential and commercial planned development project for the 17.5 a McDonald's Plaza. Additionally, he worked with JPD Oak Brook Holdings on their purchase and development of the Oak Brook Reser formerly the McDonald's Campus 80-acre property. As a result of his strong negotiating skills, he successfully worked with three collec bargaining units, prevailing in a federal grievance arbitration award. He takes great pride in his ability to cultivate a respectful w environment that encourages participation and values input.

Mr. Ginex served as the Village Manager in Brookfield for 9 years. During his time there, he obtained over $12 million in Federal Funding infrastructure improvements, oversaw the implementation of two TIF Districts, successfully secured over $7 million in bonds for Water Sewer and Street reconstruction and implemented a Non-Home Rule Sales Tax increasing annual revenue significantly. He successf negotiated five different bargaining unit contracts multiple times.

Mr. Ginex spent twenty-eight years with the Village of Downers Grove, Illinois. While in Downers Grove, he rose through the ranks and appointed Police Chief in February 2000. In 2001, he assumed the role of Acting Village Manager along with his duties as Police Chief u being named Village Manager in August of 2001. He was instrumental in the development of the Suburban Law Enforcement Academy at College of DuPage, where he served as their Program Coordinator and then Director.

PROFESSIONAL EDUCATION, TRAINING & INSTRUCTION

- ICMA Credentialed Manager
- Master in Management degree, National-Louis University
- Bachelor in Criminal Justice degree, Lewis University
- FBI National Academy, 176th Session
- School of Police Staff and Command, 28th Class, Northwestern Traffic Institute
- Advanced Achievement Leadership, Bell Leadership Program, Raleigh, NC

MEMBERSHIPS AND AFFILIATIONS

- International City Manager's Association
- Illinois City Manager's Association
- Life Member International Association of Chiefs of Police
- Illinois Public Employer Labor Relations Association
- FBI National Academy Associates
- Northwestern Traffic Institute Alumni
- Suburban Law Enforcement Academy Advisory Council
- Former Board Member, DuPage Convention & Visitor's Bureau
- Former Chairman, Intergovernmental Committee West Central Municipal Conference

PROFESSIONAL BACKGROUND

Over 44 Years of Local Government Experience

• Village Manager, Oak Brook, IL	2014- 2021
• Village Manager, Brookfield, IL	2005 - 2014
• Village Manager, Downers Grove, IL	2001 - 2005
• Police Chief, Downers Grove, IL	1977 -2001

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HEIDI VOORHEES



GovHR USA
GovTEMPS USA

Heidi Voorhees is the president and co-owner of GovHR USA. Heidi has more than 30 years o experience working in and with local governments, serving as both a municipal leader and partner Heidi's exceptional communication style and lasting relationships have positioned her as a widely respected leader in her field across the U.S.

Executive searches conducted by Heidi for GovHR USA are uniquely tailored around clients' needs and the culture of the organization. Results are achieved through consensus-building and decision making in partnership with a wide range of community leaders included in t process. This in-depth and thorough consulting method sets Heidi apart from others in her industry; she leads executive talent searches th expertly identify individuals with the necessary skillsets and who provide a strong match for core values of the organization.

Heidi is extremely passionate about her commitment to advancing women and minorities in local government, which is also a strong emphasis of GovHR USA. She believes in conducting extensive outreach in the search for talented individuals which results in highly qualifi candidates from all backgrounds.

PROFESSIONAL EDUCATION

- Bachelor of Science degree in Political Science, Illinois State University, IL
- Master's degree in Public Affairs from the School of Public and Environmental Affairs, Indiana University, IN

PROFESSIONAL DEVELOPMENT AND SPEAKING ENGAGEMENTS

- Trainer/Speaker on Recruitment Selection: Legacy Project Annual Conference, International City and County Management Association annual conference, Illinois City and County Management Association (ILCMA) conference, Wisconsin City and County Management Association conference, Michigan Municipal Executives, Ohio City and County Management Association, American Public Works Association–Chicago Metro Chapter, Illinois Association of Municipal Management Assistants, Northern Illinois University Civic Leadership Program, and Great Lakes Leadership Academy
- Former Adjunct Instructor: Center for Public Safety, Northwestern University Campus
- Former Instructor: Master's Degree Program in Public Policy and Administration, Northwestern University
- Former Trainer: Executive Management Program on Management, Community Relations, and Organizational Culture for Law Enforcement

MEMBERSHIPS AND AFFILIATIONS

- Co-founder of The Legacy Project, an organization dedicated advancing women in Illinois local government
- Chicago Metropolitan Managers' Association, Past Board Member
- Illinois City and County Management Association (ILCMA), Pa Board Member
- International City and County Management Association (ICM. Member
- Leadership Greater Chicago Program, Past Participant
- Active Rotarian for 26 years, Charter Member for Wilmette Harbor Rotary

PROFESSIONAL BACKGROUND

19 Years of Local Government Leadership and Management

- Village Manager, Village of Wilmette, IL 1990-2001
- Assistant Village Manager, Village of Wilmette, IL 1986-1990
- Assistant to the Village Manager, Village of Schaumburg, IL 1984-1986
- Budget Analyst, City of Kansas City, MO 1983-1984
- Cookingham-Noll Fellow, City of Kansas City, MO 1982-1983

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Law Enforcement Client List

STATE	CLIENT	POSITION	POPULATION	YEAR
Alaska	Unalaska	Police Chief	4,768	2018
Georgia	Decatur	Police Chief	25,000	2021
Illinois	Arlington Heights	Chief of Police (Virtual)	75,500	2019
	Buffalo Grove	Chief of Police	42,909	2013
	Cary	Chief of Police	18,713	2010
	College of Lake County	Chief of Police	Multi	2020
	Des Plaines	Chief of Police	58,364	2020
	Evanston	Chief of Police	75,000	2018
	Glencoe	Public Safety Director	8,723	2013
	Grayslake	Chief of Police	24,400	2011
	Highland Park	Chief of Police	31,365	2017
	Hinsdale	Police Chief (Professional Outreach)	16,816	2017
	Joliet Junior College	Director of Campus Safety and Security, Chief of Police	700,000	2020
	La Grange	La Grange, IL - Chief of Police(Virtual)	15,610	2017
	La Grange Park	Chief of Police	13,579	2014
	Lake Bluff	Chief of Police	5,700	2018
			5,722	2013
	Lake County	Sherriff's Office Business Manager	703,462	2015
	Lake County/Nineteenth Judicial Circuit Court	Superintendent of Detention (Professional Outreach)	Multi	2018
	Lake Forest	Chief of Police	19,375	2012
	Lincolnshire	Chief of Police	7,500	2016
	Lincolnwood	Chief of Police	12,590	2017
	Lisle	Chief of Police	23,440	2019
	Mokena	Chief of Police	19,042	2013
	Moline	Chief of Police	43,100	2017
		Chief of Police Selection Services	43,100	2010
	Naperville	Chief of Police	148,000	2021
	Northbrook	Chief of Police	35,000	2020
			37,000	2017
	Northern Illinois University	Chief of Police	44,098	2013
	Northwestern University	Director of the Office of Professional Standards	21,000	2014
	Northwestern University Police Department	Commander (2 positions)	21,000	2018
		Commander and Accreditation Manager	21,000	2017
	Oakton Community College	Chief of Police and Emergency Management	46,000	2019
	Peoria	Chief of Police	115,234	2021
	Princeton	Chief of Police	7,700	2017

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	Schaumburg	Chief of Police	75,000	2013
		Deputy Police Chief	75,000	2018
	St. Charles	Chief of Police	33,264	2014
	Tinley Park	Chief of Police	58,000	2011
	Vernon Hills	Chief of Police	25,911	2017
	Villa Park	Chief of Police (Virtual)	22,038	2017
				2020
	Wauconda	Chief of Police	14,125	2015
	West Chicago	Chief of Police	27,221	2021
	Woodridge	Chief of Police	32,971	2011
	Wynstone Property Owners Association	Director of Public Safety	1,500	2013
Indiana	St. John	Chief of Police	15,677	2015
Iowa	Dubuque	Chief of Police	59,700	2021
Michigan	Ann Arbor	Deputy Police Chief	117,700	2017
	Midland	Chief of Police	42,000	2011
	Midland	Chief of Police	42,000	2019
Montana	Bozeman	Chief of Police	39,860	2015
Ohio	Kettering	Chief of Police	55,870	2014
Pennsylvania	Allegheny County	Police Superintendent	1,230,000	2016
	Ferguson Township	Police Chief	18,300	2017
	McCandless	Chief of Police	28,457	2016
	Mt. Lebanon	Chief of Police	33,137	2015
Virginia	Hampton	Chief of Police	137,436	2021
	Prince William County	Chief of Police	460,457	2020
	Roanoke	Chief of Police	100,220	2019
	Virginia Beach	Chief of Police	442,707	2020
Wisconsin	Bayside	Police Chief	4,400	2018
	Beaver Dam	Chief of Police	16,291	2010
	Beloit (City)	Chief of Police	36,966	2020
		Police Chief	36,966	2016
	Brown Deer	Chief of Police	12,000	2014
				2021
	Burlington	Chief of Police	10,511	2009
	DeForest	Chief of Police	10,000	2018
	Evansville	Chief of Police	5,124	2019
	Grafton	Chief of Police	11,766	2019
	Middleton	Chief of Police	21,000	2019
	Monona	Chief of Police	8,000	2020
	Polk County	Chief Deputy Sheriff	43,476	2016
	River Falls	Chief of Police	15,200	2015
	Sparta	Chief of Police	9,600	2014
	Sun Prairie	Chief of Police	32,894	2019
	Waukesha	Chief of Police	72,489	2019

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Contract Signature Page

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This proposal will remain in effect for a period of six months from the date of the proposal. We look forward to working with you on this recruitment and selection process!

Village of Buffalo Grove, Illinois agrees to retain GovHR USA, LLC ("GovHR") to conduct a Police Chief Recruitment in accordance with its proposal dated June 1, 2022. The terms of the proposal are incorporated herein and shall become a part of this contract.

ACCEPTED:

Village of Buffalo Grove, Illinois

By: _____

Title: Village Manager

Date: June 7, 2022

Billing Contact: ARTHUR MALINOWSKI

Billing Contact Email: AMALINOWSKI@VBG.ORG

GovHR USA, LLC

By: _____

Title: President

Date: 6/8/2022

Attachment: BuffaloGrove Police Chief agreement FINAL (Authorization for the Village Manager to Enter into an Agreement with GovHr USA)