

PRESIDENT AND BOARD OF TRUSTEES

Regular Meeting Monday, October 16, 2023 6:00 PM

East Dundee Police Station, 2nd Floor Meeting Room 115 E. 3rd Street, East Dundee, IL 60118

- 1. Call to Order
- 2. Roll Call
- 3. Pledge of Allegiance
- 4. Public Comment Please keep comments to 5 minutes or less
- 5. Consent Agenda
 - a. Motion to Approve the Regular Village Board Meeting Minutes dated September 18, 2023
 - b. Motion to Accept the Warrants List in the Amount of \$170,735.26
 - c. Motion to Approve a Resolution Authorizing the Village Administrator to Enter into an Engineering Services Agreement with Baxter & Woodman Consulting Engineers for a Lead Service Line Inventory in an Amount Not-To-Exceed \$39,968
 - d. Motion to Approve an Ordinance Approving a Preliminary Planned Unit Development Plan and Rezoning for Pal Land, LLC and Pal Land II, LLC located in the M1, R1, and B3 Zoning Districts in East Dundee, IL (Terra Business Park Phase II)
 - e. Motion to Approve a Resolution Authorizing the Termination of a License

 Agreement between the Dundee Township Foundation, Inc. and the Village of East

 Dundee in Regard to the Use and Occupancy of a Portion of the Summit Square, 611

 East Main Street
- 6. Other Agenda Items
 - a. <u>Discussion of the Downtown Truck Traffic Evaluation Report Prepared by the Transportation and Parking Consulting Firm Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA)</u>
 - b. Motion to Approve an Ordinance Authorizing the Acceptance of a Real Estate

 Donation Agreement (Parking Lot Next to 110 Railroad Street, East Dundee, Illinois)
 - c. Motion to Approve an Ordinance Authorizing Execution of a Real Estate Sale

- Agreement and Purchase of Real Property and Lease Back of Property (110 Railroad Street)
- d. Request for Funding and Authorization to add One Part-Time FTE as a Village
 Employee to Staff the Depot for the Remainder of 2023, and Authorization to Create
 a Depot Council
- e. <u>Discussion and Direction on the Removal or Extension of the Refuse Sunset Clause approved on April 16, 2018, in Ordinance 18-06 which Amended Chapter 50 of the Code of Ordinances</u>
- f. <u>Discussion and Direction Regarding Downtown Parking Minimum Regulations</u>
- 7. Village President and Board Reports
- 8. Staff Reports
- 9. Executive Session
 Closed to the public and media under the provisions of the Illinois Open Meetings Act,
 5ILCS, 120/2, (c)(21) Discussion of Minutes, (c)(11) Pending Litigation, (c)(1) Personnel
 and Legal Counsel, (c)(5) Acquisition of Property, (c)(6) Sale of Property, (c)(3)
 Appointments and (c)(2) Collective Negotiating Matters.
- 10. Adjournment

Special Village Board Meeting Village of East Dundee Cook and Kane County, Illinois September 18, 2023

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CALL TO ORDER

President Lynam called to order the Village of East Dundee Regular Village Board Meeting at 6:00 p.m.

ROLL CALL:

Trustees Kunze, Brittin, Saviano, Sauder, and President Lynam were present.

Trustees Mahony and Treiber were absent.

Also in attendance: Village Administrator Erika Storlie, Assistant to the Village Administrator / Deputy Clerk Franco Bottalico, Chief of Police Jim Kruger, Director of Public Works Phil Cotter, Building Inspector Chris Ranieri, Village Engineer Joe Heinz, and Village Attorney Caitlyn Culbertson.

PLEDGE OF ALLEGIANCE: Recited

PUBLIC COMMENT:

Naim Kattoum – Thanks the board for the pending re-approval of the special use of the 455 E Main St. Two things caught his eye while reviewing the re-approval document: 1) the number of cars on the lot. He won't be utilizing the maximum 21 spots for employees, so he now asked for a variance. 2) Asked if he can do a sub-lease instead.

Yaser Kattoum – He would be the manager of 455 E Main St car lot, pending approval. He asked for the Board to consider a variance for additional parking spots on the side of the building.

Auqad Ravanam – Also commented on 455 E Main St. His father actually owns the building currently in its current form of a medical clinic/practice. His dad is sick and looking to retire. Wondered if any consideration could be made to expediate the process in making this deal happen.

Susan Barzackini – asked the Village Board to consider allowing Duke to have his smokers out in the parking lot near his train car restaurant. Susan vouched for Duke as a pillar in the community. She mentioned how Duke supported the East Dundee community during COVID and how his family runs the annual Bluesfest.

Dan Hart, owner of DC Cobs – expressed his displeasure on hearing that the Village Board may consider an open carry/open container ordinance. He worried that allowing open containers would put too much liability and risk on small businesses. He worried how the new open container policy would affect insurance coverage for small businesses, since Illinois is one of the only states with Dram Shop Insurance/laws. He worried about people bringing outside alcohol and worried that it would increase the homeless/vagrant population. He would be against any such legislation.

Shannon Kowal – Commented on Duke's role/influence in the community. She was in support of finding a reasonable solution that allows Duke to continue his restaurant and work within the community. Also, spoke on behalf of Sue Burna in favor of Duke as well.

CONSENT AGENDA:

- a. Motion to Approve the Regular Village Board Meeting Minutes Dated August 17, 2023
- b. Motion to Accept the Warrants Lists in the Amounts of \$860,704.65, \$1,558,540.27, and

\$269,059.86.

- c. Motion to Approve an Ordinance Amending Village Code Chapter 116, Alcoholic Beverages (Penalty)
- d. Motion to Approve an Ordinance Amending the East Dundee Regulations Ordinance Chapter 120 Regarding Village-Owned Depot Fencing
- e. Motion to Approve an Ordinance Amending Village Code Chapter 116, Alcoholic Beverages (Number of Licenses Permitted)
- f. Motion to Approve a Resolution Declaring Certain Vehicles, Equipment and Other Village Property to be Surplus and Authorizing the Sale of Said Vehicles, Equipment and Other Village Property at Auction
- g. Motion to Approve an Ordinance Amending Village Code Chapter 30, Board of Trustees, Striking Village Hall Annex
- h. Motion to Approve an Ordinance Amending Village Code Chapter 72, Parking Regulations, to Restrict Parking of Commercial and Recreational Vehicles, Trailers, and Truck Tractors.
- Motion to Approve a Resolution Authorizing the Village to Execute Agreements with The Flolo Corporation to Purchase a New Gearbox/Motor Assembly and Sabel Mechanical to Install the New Equipment at a Total Project Cost Of \$35,209.35
- j. Motion to Approve an Ordinance Granting a Special Use Permit for a Package Liquor Store for the Property Located at 210 Penny Avenue, Units G & H, Located in the B-2 Community Business District
- k. Motion to Approve an Ordinance Granting a Class B Liquor License to Sarathi LLC (East Dundee Liquor & Wine)

Trustee Kunze motioned to move item C out of the consent agenda. Trustee Brittin motioned to move item H out of the consent agenda.

Trustee Kunze motioned to approve the consent agenda items A, B, D, E, F, G, I, J, K. Trustee Brittin seconded the motion.

Roll: Ayes -4 – Trustees Kunze, Brittin, Saviano, and Sauder. Nays -0. Absent -2 –Mahony and Treiber. Motion is carried.

Trustee Brittin motioned to approve an ordinance Amending Village Code Chapter 116, Alcoholic Beverages (Penalty). Trustee Sauder seconded the motion.

Trustee Kunze questioned the last paragraph that allowed the Liquor Commission to set the lawyers fees. He wondered if that is in state law or if the Village added the language itself. He worried that this paragraph gives the Liquor Commission to much power to set the fees to whatever it wanted.

Village Attorney Caitlyn Culbertson answered Trustee Kunze and reminded the Village Board that the fees must be reasonable and proven in official proceedings and invoices.

Roll: Ayes – 4 – Trustees Kunze, Brittin, Saviano, and Sauder. Nays – 0. Absent – 2 – Mahony and Treiber. Motion is carried.

Trustee Kunze motioned to approve an ordinance amending Village Code Chapter 72, Parking Regulations, to Restrict Parking of Commercial and Recreational Vehicles, Trailers, and Truck Tractors. Trustee Brittin seconded the motion but did have a few questions.

Trustee Brittin wondered if the 2-hour time limit for trailers parked on the street was enough time. She agreed overnight parking restrictions was understandable, but Trustee Brittin felt the 2-hour limit was too tight for homeowners who are doing legitimate work on their house (tree trimmings, painting, etc.).

Chief Kruger spoke on the language on the ordinance. He spoke on the importance of the first section, which restricted unsecured trailers. The Board was in support of this section. Chief Kruger was more concerned about the length of the trailers as opposed to the time restrictions and was amendable to the amount of time given for trailer parking. The ordinance is focused more on long-term parked trailers as opposed to trailers being used.

Trustee Brittin wanted to make sure all gray areas of the ordinance were taken out. From her perspective, the way the ordinance is currently written prohibited work vehicles.

It was suggested to amend the ordinance to a 4-hour limit as opposed to 2-hours. Trustee Kunze amended his motion to allow for this change in section B. Trustee Brittin seconded the motion.

Roll: Ayes – 4 – Trustees Kunze, Brittin, Saviano, and Sauder. Nays – 0. Absent – 2 – Mahony and Treiber. Motion is carried.

OTHER AGENDA ITEMS:

President Lynam asked for a motion to move item B to the front of the agenda. Trustee Brittin, so moved. Trustee Kunze seconded the motion.

Roll: Ayes -4 – Trustees Kunze, Brittin, Saviano, and Sauder. Nays -0. Absent -2 –Mahony and Treiber. Motion is carried by voice vote.

b. Motion to Approve an Ordinance Approving a Preliminary Planned Unit Development

Plan and Rezoning; for Pal Land, LLC and Pal Land II, LLC Located in the M1, R1, and B3 Zoning Districts in East Dundee (Terra Business Park Phase II) Motion to Approve an Ordinance Granting a Special Use Permit for a Motor Vehicle.

Trustee Kunze motioned to approve an ordinance approving a preliminary planned unit development plan and rezoning; for Pal Land, LLC and Pal Land II, LLC located in the M1, R1, and B3 Zoning Districts in East Dundee (Terra Business Park Phase II). Trustee Saviano seconded the motion.

Village Administrator Erika Storlie introduced item B. The Village had been working with the applicant for the better part of 6-7 months to come up with a zoning agreement with PAL Land and PAL Land II (Joe Palumbo)

Applicant's Attorney, Peter Bazos, took the podium and passed out exhibits to Village Board Members. Also in attendance were Joe Palumbo, Mr. Palumbo's son Joey, as well as his Operations Manager Jeff Newing.

The applicant sought an extension for the Terra Business Park PUD that was approved in 2007 regarding 119 acres of 150 acres that the applicant had then owned.

The applicant is now in construction of an 11,000 square foot retail/commercial building towards the rear of the speedway. He agreed to do this based on the last development agreement. In the 2017 amendment of the agreement, the applicant agreed to build a 46,000 square foot industrial building near Rock Road. Permits have been submitted but waiting on IDOT to approve the elimination of the angular Penny Road connection. The applicant has submitted this Phase II of the Terra Business Park PUD.

Applicant's Attorney, Peter Bazos, expressed his disagreement with the version of the ordinance presented.

Trustee Brittin asked Village Board Staff if there were any issues with this amended ordinance/proposal.

Village Administrator Erika Storlie commented on the fact that the amended ordinance was sent only a day before this Board Meeting, so staff had no time to review.

Trustee Brittin made a motion to table. Trustee Sauder seconded.

Roll: Ayes – 4 – Trustees Kunze, Brittin, Saviano, and Sauder. Nays – 0. Absent – 2 – Mahony and Treiber. Motion is carried.

President Lynam asked for a motion to move item D to the front of the agenda. Trustee Brittin, so moved. Trustee Sauder seconded the motion.

Roll: Ayes -4 – Trustees Kunze, Brittin, Saviano, and Sauder. Nays -0. Absent -2 –Mahony and Treiber. Motion is carried by voice vote.

d. Direction on Operations at the Village owned Caboose and Usage of Public Parking

Spaces

Trustee Sauder summarized the issue being about the smokers in Duke's Caboose BBQ shop taking up several parking spots. It had not been brought up in any of the earlier permit renewals but had become an issue due to the limited parking around town. Trustee Sauder commented on the fact that the Village is still under contract with Duke and should re-review the leasing agreement when the current lease is up. Trustee Sauder also expressed his desire for more hours for the Caboose to be open, instead of less, so the Village can get more of Duke and his BBQ.

Trustee Saviano agreed with Trustee Sauder. Trustee Saviano also wanted to make sure that the Village Board had not just targeted a single business since other businesses had smokers.

Trustee Kunze agreed with Trustee Sauder and Saviano. Wanted to negotiate more consistent hours with Duke. Trustee Kunze heard this from sentiment from many patrons.

Trustee Brittin commented on the fact that text issues have been coming up periodically so wanted to make sure the leasing language is clear when it is reviewed and negotiated. Trustee Brittin would also be open to putting hours around when the smokers can be used.

Village Administrator Erika Storlie commented that there appeared to be consensus to amend the lease to allow for the smokers. If the Village Board would work with Duke to clarify the hours of the operation. Village Administrator Erika Storlie also wanted to note that the Village is also in the process of acquiring the lumber yard and the nearby parking lot in hopes of making that a commercial corridor. In that instance, the street the Caboose was currently on will face different restrictions. Village Administrator Erika Storlie just wanted to make sure everyone was aware. A short-term fix could be agreed upon, but this would need to be reviewed again when that area did become a commercial corridor. Conversation ensued about winterizing the Caboose.

Duke spoke at the podium. He commented on the hours of operation and the past agreements he had with the Village Board. He also wanted to speak publicly about harassment he had experienced around town.

Village Administrator Erika Storlie clarified that the Village Board was trying to add language in so the Caboose could be compliant. The reason this issue has come up was because the Caboose smokers took up 3 parking spaces, but the current lease doesn't allow for that. Village Staff wanted to work with Duke to find out what information needed to be added to the amended lease for the Caboose to operate in compliance.

President Lynam wanted to urge and remind the Village Board that if it approved the use of smokers within the parking spaces, the Board needed to be prepared to offer the same to all other businesses.

Discussion ensued.

Trustee Kunze commented on the latest extension that extended Duke's lease to March 4th, 2025. Conversation ensued with Duke.

Village Staff had enough direction to move forward with drafting a new lease. Conversation ensued about the Caboose hours of operation and health department inspections.

a. Riverfront Master Plan Discussion

Lacey Lawerence, a senior associate from the Hitchcock Design Group spoke on the Riverfront Master Plan and updated the Village Board on where things are in the analyze, connection, and envision stages.

Director of Public Works Phil Cotter mentioned that the most recent traffic study will be presented to the Village Board soon.

Conversation ensued.

c.) Motion to Approve an ordinance Granting a Special Use Permit for a Motor Vehicle Dealer, Used Only, for the Property Located at 455 E. Main Street, in the B-2 Community Business District

President Lynam asked for a motion to approve item C. Trustee Kunze motioned to approve. Trustee Saviano seconded the motion. Conversation ensued.

Trustee Brittin clarified that the PZHC did not agree with this usage because it doesn't align with the comprehensive plan.

Village Administrator Erika Storlie commented on the PZHC's desire to identify Route 25 as the area where car dealerships would be most appropriate and then remove Route 72 as a place where they would be allowed. This was why the PZHC did not want to approve the project and why the Village Staff recommended a denial.

Members of the Applicant's family approached the podium to state their case on why they would rather build a business for the community as opposed to it being just another piece of empty land. They also thought a used car lot was the best use of that land when seeing what it is around.

Trustee Kunze asked if the applicant already had a business on Route 25 that was currently in operation. The applicant answered "yes", but they don't own the property. They wanted to leave the property after the ownership changed hands.

Discussion ensued.

Roll: Ayes -1 – Trustee Saviano. Nays -4. Trustees Kunze, Brittin, and Sauder Absent -2 – Trustees Mahony and Treiber. Motion is carried.

e.) Motion to Approve an Ordinance Amending Village Code Chapter 32, Departments, Commissions and Other Organizations

Trustee Kunze motioned to approve an ordinance amending Village Code Chapter 32, Departments, Commissions and other Organizations. Trustee Brittin seconded the motion. Conversation ensued.

Special Village Board Meeting Village of East Dundee Cook and Kane County, Illinois September 18, 2023

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President Lynam thought this ordinance was trying to expand the control of Village Commissions regarding attendance to make sure people serving on Commissions were present for the meetings.

Roll: Ayes -4 – Trustees Kunze, Brittin, Saviano, and Sauder. Nays -0. Absent -2 –Mahony and Treiber. Motion is carried.

FINANCIAL REPORTS: None

REPORTS: VILLAGE PRESIDENT and BOARD

Lynam: Reminded of Oktoberfest and the need for volunteers. He planned to volunteer. Proclamation for National Suicide Prevention and Action Month during September.

Brittin: Thank you, Phil for the Riverfront cleanup. Would love a regular scheduled clean up. Trustee Kunze recently did the trash clean-up, but wondering if we can regularly schedule the plant life clean-up. A few things have come up about the Comprehensive Plan, which was being updated in 2024. Also, wondering if we can do a full code clean up.

Kunze: No Report **Mahony**: No Report

Sauder: Arts Council met recently and are planning an art show. The gallery space will be Black & Gray Brewing and the Council is hoping to have the weekend before Valentine's Day in February. 2 new members were also appointed to the Council and have been great so far. The theme was decided as Black & White art with an accent color of red for Valentine's Day.

Saviano: The art show will have jurors. The reason for having the art show next year on February 10th was so people have enough to submit artwork. Also, a reminder that it is Suicide Prevention and Action Month. Encouraging people to reach out and be kind.

Treiber: No Report

REPORTS: STAFF

Attest: _

Management Intern

Village Engineer Joe Heinz reports on a current project almost done. Should be done by October.

EXECUTIVE SESSION: No Motion to adjourn the regular Village Board meeting at 8:18 p.m. by Brittin/Kunze Motion is carried by voice vote. Respectfully submitted, Caleb Haydock By: Village President, Jeffrey Lynam

Invoice Number	Description	Invoice Date	Net	Voided	GL Account Number
invoice Number	Description	invoice Date	Invoice Amount	volueu	GL Account Number
ACE HADDWAD	- <u> </u>				
ACE HARDWAR 083123	WALL HANGING MATERIALS	08/31/2023	39.38		01 12 5110
					01-12-5110
083123	POLICE POWER WASHER	08/31/2023	24.33		01-12-5645
083123	KEROSNE - POWER WASHER	08/31/2023	71.98		01-31-5130
083123	HOSE WATER TRAILER	08/31/2023	19.99		01-31-5130
083123	HOSE BARB	08/31/2023	3.99		01-31-5130
083123	FASTENERS (RETURNED)	08/31/2023	1.42-		01-31-5630
083123	FASTENERS	08/31/2023	1.42		01-31-5630
083123	STAFF BBQ SUPPLIES	08/31/2023	74.94		01-31-5630
083123	OPER SUPPLLIES	08/31/2023	21.94		01-31-5630
083123	WATER MATERIALS	08/31/2023	21.98		01-31-5630
083123	MOUNT TOOL BOX - ADMIN TR	08/31/2023	10.56		01-31-5630
093023	OPER SUPPLIES	09/30/2023	16.58		01-31-5630
083123	BIT - TOOL	08/31/2023	6.99		01-31-5640
083123	TAPE MEASURES	08/31/2023	13.98		01-31-5640
093023	WATER MAIN REPAIR	09/30/2023	16.99		60-33-5140
093023	WWTP TOOLS	09/30/2023	219.00		60-33-5640
Total ACE	HARDWARE:		562.63		
ALPHA MEDIA L	LC				
702199-1	OKT FEST BROADCAST	09/30/2023	2,000.00		01-37-5290
702199B-1	OKT FEST BROADCAST	09/30/2023	400.00		01-37-5290
702199C-1	OKT FEST BROADCAST	09/30/2023	450.00		01-37-5290
Total ALPH	IA MEDIA LLC:		2,850.00		
BARTELS, JERA	AI D				
6300-00	FINAL BILL OVERPAY	10/10/2023	84.48		99-00-1005
Total BART	ΓELS, JERALD:		84.48		
Total B/ ((1)	rees, servies.				
BATEMAN LAW	·				
100523	AA HEARINGS	10/05/2023	190.00		01-21-5230
100523	AA BUILDING	10/05/2023	261.25		01-25-5230
Total BATE	EMAN LAW OFFICES, LTD:		451.25		
BEVERLY MATE	RIALS INC.				
296898	HOWARD CT WATER MAIN BRE	09/30/2023	303.50		60-33-5140
_0000		00,00,2020			22 00 0 . 10
Total BEVE	ERLY MATERIALS INC.:		303.50		
BIG BANG FEST	TIVALS & PRORDUCTIONS LLC				
1001	BANK BOOKING COMM	09/24/2023	600.00		01-37-5790
1001	DUNDEOPOLY PROJ	09/24/2023	1,636.25		01-37-5790
Total BIG F	BANG FESTIVALS & PRORDUCTION	S LLC:	2,236.25		
BOARD GAME N	MANUFACTURING, LLC EAST DUNDEE-OPOLY	07/27/2023	6,107.00		01-37-5631
		5.72172020			
Total BOAF	RD GAME MANUFACTURING, LLC:		6,107.00		
CAPITAL ARCHI		10/00/0000	0.400.00		24.04.5045
2335	DEPOT RENOV ARCHITECTUAL	10/09/2023	2,400.00		34-01-5945

		170	sport dates. 10/10/	2023-10/	10/2023	Oct 10, 2023 03.34FW
Invoice Number	Description -	Invoice Date	Net Invoice Amount	Voided	GL Account Number	
Total CAPI	FAL ARCHITEECTS, LLC:		2,400.00			
CENTURY SPRIN	NGS					
092923	EDPD 2159399	09/30/2023	62.73		01-21-5630	
092923	EDPD 2166092	09/30/2023	62.73		01-21-5630	
092923	446 ELGIN - 2159396	09/30/2023	53.44		01-31-5630	
Total CENT	URY SPRINGS:		178.90			
CHADWICK CON	ITRACTING COMPANY					
23-148	RAILROAD ST CROSSWALK BA	10/03/2023	6,440.00		15-01-5950	
23-148	RAILROAD ST CROSSWALK BA	10/03/2023	1,905.00		15-01-5950	
Total CHAD	WICK CONTRACTING COMPANY:		8,345.00			
CHARLES EQUI	PMENT ACQUISITION LLC					
R-12546	OKT FEST RENTAL	09/27/2023	3,477.04		01-37-5330	
Total CHAR	RLES EQUIPMENT ACQUISITION LL	C:	3,477.04			
CHICAGO IMPRO	OV ASSOCIATES					
120123	DICKENS IN DUNDEE	05/11/2023	525.00		01-37-5290	
Total CHIC	AGO IMPROV ASSOCIATES:		525.00			
CINTAS FIRST A	ID & SAFETY					
4169103552	MATS - VH	09/27/2023	39.88		01-12-5110	
4169103478	MATS PD	09/27/2023	49.19		01-21-5121	
Total CINTA	AS FIRST AID & SAFETY:		89.07			
COMED						
100523	COM ED VILLAGE	10/05/2023	1,708.87		28-01-5510	
Total COME	ED:		1,708.87			
COMPACE MINE	RALS AMERICA INC					
1226511	COARSE ROCK SALT	09/28/2023	3,396.04		60-33-5650	
Total COMF	PASS MINERALS AMERICA INC:		3,396.04			
	RTH AMERICA DBA					
1010720095	CLEANING VH	10/01/2023	329.00		01-12-5110	
1010718025	CLEANING POLICE ADDL SERV	08/02/2023	815.00		01-21-5121	
1010720095	CLEANING POLICE	10/01/2023	1,410.00		01-21-5121	
1010720095 1010720095	CLEANING PW 446 ELGIN AVE CLEANING DEPOT	10/01/2023 10/01/2023	95.00 95.00		01-31-5110 01-31-5196	
1010720095	CLEANING DEPOT	10/01/2023	236.00		60-33-5110	
1010720095	CLEANING PW 401 ELGIN AVE	10/01/2023	236.00		60-33-5111	
Total COVE	ERALL NORTH AMERICA DBA:		3,216.00			
OUDDENT TEST	INOLOGIES			•		
732614	INOLOGIES PD CAMERA SERVICE	09/01/2023	453.75		01-21-5286	

		110	port dates. 10/10/	2023-10/	10/2023	Oct 10, 2023 03.54FM
Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number	
Total CUR	RENT TECHNOLOGIES:		453.75			
DIRECT ENERG						
232680052659 232680052659	STREET LIGHTS W & WW UTILITIES	09/25/2023 09/25/2023	209.22 16,800.57		01-31-5510 60-33-5510	
Total DIRE	CT ENERGY:		17,009.79			
DOWN TO EART	H LANDSCAPING					
93863	SOIL	10/03/2023	90.00		01-31-5110	
93862	STRAW AND SEED	10/03/2023	242.00		01-31-5150	
Total DOW	N TO EARTH LANDSCAPING:		332.00	=		
DUNDEE LANDS	SCAPE CONSTRUCTION					
6590	LANDSCAPE MAINT	09/29/2023	1,550.00	-	01-31-5110	
Total DUNI	DEE LANDSCAPE CONSTRUCTION:		1,550.00			
DUNDEE NAPA	AUTO PARTS					
458548	TRUCK 22	10/06/2023	8.37		01-31-5120	
458736	TRUCK 70	10/09/2023	32.45		01-31-5120	
458548	TRUCK 22	10/06/2023	8.37		60-33-5120	
458744	PARK ST SEWER REPAIR	10/09/2023	5.28		60-33-5141	
Total DUNI	DEE NAPA AUTO PARTS:		54.47			
ED'S, RENTAL 8	SALES INC					
403543-3	RENT ASPHALT ROLLER	10/06/2023	2,162.00		01-31-5530	
Total ED'S,	RENTAL & SALES INC:		2,162.00			
ENTERPRISE FI	/ TRUST					
2733	PD MAINT ON LEASE	10/05/2023	100.00		01-21-5120	
4850834	PD MAINT ON LEASE	10/04/2023	12,260.41		01-21-5120	
Total ENTE	RPRISE FM TRUST:		12,360.41			
FEHR GRAHAM						
118781	SPEEDWAY	09/29/2023	982.50		85-01-2381	
Total FEHF	R GRAHAM:		982.50	-		
FIRST COMMUN	IICATIONS					
125885511	VH PHONES	10/06/2023	263.33		01-12-5320	
125885511	PHONE DEPOT	10/06/2023	19.08		01-12-5320	
125885511	PHONES PD	10/06/2023	1,293.80		01-21-5320	
125885511	PHONES WATER	10/06/2023	427.60		01-31-5320	
125885511	PHONES P/W	10/06/2023	105.36		01-31-5320	
125885511	PHONES SEWER	10/06/2023	463.77	-	60-33-5320	
Total FIRS	COMMUNICATIONS:		2,572.94			
FIRST RESPONS	SE					
54189	VH FIRST AID	09/30/2023	79.70		01-21-5630	
54189A	PD FIRST AID	09/30/2023	63.05		01-21-5630	

		1 100	port dates. 10/10/	2020 107	10/2020	Oct 10, 2023 03.54FM
Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number	
54187	PWG FIRST AID	09/30/2023	96.35	_	01-31-5630	
Total FIRS	RESPONSE:		239.10			
25827960	HOLDINGS, LLC UNIFORM ALLOW KM	09/29/2023	47.45		01-21-5080	
Total GALL	S PARENT HOLDINGS, LLC:		47.45			
GORDON ELESC	CH COMPANY, INC					
14387765	PD COPIER OVERAGES	10/02/2023	442.50		01-21-5630	
14387765	WT COPIER OVERAGES	10/02/2023	137.15		60-33-5340	
14387765	WW COPIER OVERAGES	10/02/2023	17.66		60-33-5340	
Total GORI	OON FLESCH COMPANY, INC:		597.31			
GRIFFIN WILLIA	MS MCMAHON & WALSH LLP					
17989	LOCAL PROSECUTIONS	10/01/2023	750.00	-	01-21-5230	
Total GRIFI	FIN WILLIAMS MCMAHON & WALSH	LLP:	750.00			
HEINZ GERALD						
HEINZ, GERALD		40/00/0000	000.00		04 40 5000	
20903	MISC ENGINEERING	10/03/2023	936.00		01-12-5220	
20904	FAU STP	10/03/2023	156.00		01-12-5220	
20912	JACKSON STREET PARKING RF	10/03/2023	1,014.00		01-12-5220	
20914	455 E MAIN STREET	10/03/2023	312.00		01-25-5290	
20905	LIONS PARK	10/03/2023	1,776.00		01-31-5220	
20913	2023 STREET PROGRAM	10/03/2023	13,272.00		32-31-6090	
20908	PENNY RD/RT 68	10/03/2023	546.00		85-01-2378	
20911	PENNY RD/RT 68	10/03/2023	1,482.00		85-01-2378	
20910	LOT 2 TERRA 5	10/03/2023	624.00		85-01-2386	
20907	590 HEALY	10/03/2023	624.00		85-01-2395	
20909	590 HEALY	10/03/2023	936.00		85-01-2395	
20906	HIGH STREET	10/03/2023	312.00		85-01-2401	
20915	DAVEY TREE	10/03/2023	234.00	-	85-01-2403	
Total HEIN	Z, GERALD & ASSOC.:		22,224.00			
HELPING HAND	IT					
23-43971	IT SERVICES	09/29/2023	472.50		01-12-5286	
23-44054	IT SERVICES LICENSING	10/01/2023	3,216.90		01-12-5286	
23-44091	IT SERVICES	10/05/2023	210.00	-	01-12-5286	
Total HELP	ING HAND IT:		3,899.40			
HITCHCOCK DE	SIGN GROUP					
31253	RIVERFRONT MASTER PLAN	09/30/2023	1,060.26	-	32-31-5955	
Total HITCH	HCOCK DESIGN GROUP:		1,060.26			
	ONMENTAL CONSULTING	00/20/2022	0.000.00		60 23 5201	
1059	HUGHES ENVIR	09/30/2023	9,920.00		60-33-5291	
Total HUGH	HES ENVIRONMENTAL CONSULTING	3 :	9,920.00	-		
	OF CHIEFS OF POLICE					
14028	MEMBERSHIP	10/01/2023	115.00		01-21-5410	

		TN:	eport dates. To/To	2023-10/	10/2023	Oct 10, 2023 03.54FW
Invoice Number	r Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number	
Total ILLIN	NOIS ASSOC OF CHIEFS OF POLICE	:	115.00	-		
II I INOIO MUNI	OIDAL LEAGUE			•		
39122	IL MUN REV SUB	10/02/2023	30.00	-	01-14-5410	
Total ILLIN	NOIS MUNICIPAL LEAGUE:		30.00			
J.G. UNIFORMS	S, INC					
121110	UNIFORM AK	09/01/2023	373.99		01-21-5080	
121322	UNIFORM BM	10/02/2023	103.80		01-21-5080	
Total J.G.	UNIFORMS, INC:		477.79	-		
JADE PROPER	TY INVESTMENTS					
8770-01	FINAL OVERPAYMENT	10/10/2023	40.56		99-00-1005	
Total JADI	E PROPERTY INVESTMENTS:		40.56	=		
LAUTERBACH	& AMEN. LLP					
82548	AUDIT	09/27/2023	11,000.00		01-14-5210	
82548	AUDIT	09/27/2023	5,500.00	=	60-33-5210	
Total LAU	TERBACH & AMEN, LLP:		16,500.00			
LURVEY LANDS	SCAPE SUPPLY					
	CROSSWALK PAVERS	09/29/2023	1,436.40	-	15-01-5950	
Total LUR	VEY LANDSCAPE SUPPLY:		1,436.40			
M & A PRECISION	ON TRUCK REPAIR					
22669	SAFETY LANE	09/19/2023	184.00		01-31-5120	
22669	SAFETY LANE	09/19/2023	184.00		60-33-5120	
Total M &	A PRECISION TRUCK REPAIR:		368.00	_		
MARTHA BAIN						
13280-00	FINAL OVERPAYMENT	10/10/2023	34.92	-	99-00-1005	
Total MAR	THA BAIN:		34.92			
MIDWEST DEC	ORATING, INC					
4875	WWTP HEADWORKS	09/29/2023	1,200.00	-	60-33-5111	
Total MIDV	WEST DECORATING, INC:		1,200.00			
NICOR GAS						
092523	NICOR VH	09/25/2023	88.43		01-31-5510	
092523	NICOR S/W	09/25/2023	510.34		60-33-5510	
Total NICC	OR GAS:		598.77	-		
NORTHERN KA	NE COUNTY CHAMBER OF COMME	RCE				
4239-15719	BOARD ATTENDEES	09/29/2023	190.00		01-12-5420	
Total NOR	THERN KANE COUNTY CHAMBER (OF COMMERC	E:			
			190.00			

			1.00	port datoo. 10/10/	2020 10	10/2020	OGC 10, 2020 00:0 II III
Invoice Number	Description		Invoice Date	Net Invoice Amount	Voided	GL Account Number	
ODANGE ODLIG							
ORANGE CRUSI 106630	SURFACE - TON		10/03/2023	912.12		01-31-5150	
106681	SURFACE - TON		10/03/2023	1,337.16		01-31-5150	
106729	SURFACE - TON		10/04/2023	481.80		01-31-5150	
106767	SURFACE - TON		10/05/2023	1,025.64		01-31-5150	
106767	ASPHALT		10/06/2023	100.00		01-31-5150	
		DISBO	09/28/2023				
106480		DISPO		50.00		01-31-5570	
106563		DISPO	09/30/2023	100.00		01-31-5570	
106681 106729		DISPO DISPO	10/04/2023	50.00		01-31-5570	
106729		DISPO	10/05/2023 10/09/2023	50.00 50.00		01-31-5570 01-31-5570	
		2.0. 0	10/00/2020		•	0.0.00.0	
Iotal ORAN	NGE CRUSH:			4,156.72	-		
P.F. PETTIBONE			40/00/0000			0.4.04.50.40	
184643	BUSINESS CARDS RS		10/02/2023	88.90		01-21-5340	
Total P.F. F	PETTIBONE:			88.90	-		
PACE ANALYTIC	AL SERVICES, LLC						
9569994	W TESTING		09/30/2023	1,104.75	-	60-33-5290	
Total PACE	ANALYTICAL SERVICES, LI	LC:		1,104.75			
PAUL SWEIGER	т						
415	WATER TREATMENT VIDE	EO	10/05/2023	75.00		01-12-5290	
405	DRONE FOOTAGE OKT		09/23/2023	75.00	-	01-37-5290	
Total PAUL	SWEIGERT:			150.00			
QUAD COM 9-1-	1						
23-EDPD-10	DISPATCH SERV		10/02/2023	15,538.87		01-21-5360	
Total QUAD	O COM 9-1-1:			15,538.87	=		
QUADIENT FINA	NCE USA, INC						
092423	ADMIN POSTAGE		09/24/2023	8.82		01-12-5680	
092423	FIN POSTAGE		09/24/2023	20.16		01-14-5610	
092423	POLICE POSTAGE		09/24/2023	111.07		01-21-5680	
092423	BLDG POSTAGE		09/24/2023	45.06		01-25-5680	
092423	W/S POSTAGE		09/24/2023	204.73		01-31-5680	
Total QUAE	DIENT FINANCE USA, INC:			389.84			
RALPH HELM, IN	NC				-		
384861	STRING TRIMMER		10/06/2023	52.47		01-31-5130	
384862	TRIMMERS		10/06/2023	13.99		01-31-5130	
Total RALP	H HELM, INC:			66.46			
STEPHEN D. TO	USEY LAW OFFICES						
100223	PROSECUTION		10/02/2023	750.00	-	01-21-5230	
Total STEP	HEN D. TOUSEY LAW OFFI	CES:		750.00			
SUBURBAN ELE	EVATOR						
8106356740	ELEVATOR MAINT		10/01/2023	568.02		01-21-5121	

		Ne	eport dates. 10/10/	2023-10/	10/2023	Oct 10, 2023 03.54FW
Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number	
Total SUBU	RBAN ELEVATOR:		568.02			
SUMMIT SQUAR	E ASSOCIATION					
100123	ASSOCIATION DUES	10/01/2023	1,910.27		01-12-5410	
Total SUMN	MIT SQUARE ASSOCIATION:		1,910.27			
THIRD MILLENN	IUM ASSOCIATES					
30498	UB REFUSE	09/30/2023	14.56		01-33-5340	
30498	UTILITY BILLING W/S	09/30/2023	131.16		60-33-5340	
Total THIRE	MILLENNIUM ASSOCIATES:		145.72			
TIMEVALUE SOF	TWARE					
108459	MAINTENANCE	09/30/2023	35.00		01-14-5611	
Total TIME\	/ALUE SOFTWARE:		35.00	•		
			-			
TLO LLC 259283-20230	MEMBERSHIP	10/01/2023	75.00		01-21-5410	
		10/01/2020			01210110	
Total TLO L	LC:		75.00			
	ROL & PROTECTION	00/40/0000	400.40		04.04.5450	
116351	STREET SIGN	09/18/2023	128.10	:	01-31-5150	
Total TRAF	FIC CONTROL & PROTECTION:		128.10			
TRUE BLUE CAF	R WASH LLC					
5032	PD CAR WASH	09/30/2023	87.00		01-21-5120	
Total TRUE	BLUE CAR WASH LLC:		87.00			
US BANK						
1680 092523 k	MAIL	09/25/2023	80.00		01-12-5410	
1680 092523 k	XM RADIO	09/25/2023	17.83		01-12-5410	
6309 092523 E	BRIANAS	09/25/2023	63.04		01-12-5420	
6309 092523 E	CONF HOTEL	09/25/2023	1,448.72		01-12-5420	
9750 092523 F	TRAINING	09/25/2023	40.00		01-12-5430	
3999 092523 P	SUPPLIES	09/25/2023	2.36		01-12-5630	
6309 092523 E	STAFF BBQ	09/25/2023	30.03		01-12-5645	
3999 092523 P	MW BASKET	09/25/2023	25.42		01-12-6005	
3999 092523 P	MW BASKET	09/25/2023	32.28		01-12-6005	
3999 092523 P	MW BASKET	09/25/2023	52.00		01-12-6005	
1706 09252023		09/25/2023	62.51		01-21-5080	
5738 092523 D		09/25/2023	154.00		01-21-5080	
1706 09252023	CHICAGO TRIB	09/25/2023	15.96		01-21-5410	
2107 092523 S	MEMBERSHIP	09/25/2023	14.99		01-21-5410	
2107 092523 S 2107 092523 S	LUNCH LUNCH	09/25/2023	27.52 14.17		01-21-5420	
5738 092523 D		09/25/2023 09/25/2023	121.80		01-21-5420 01-21-5420	
5738 092523 D		09/25/2023	2,275.50		01-21-5430	
2107 092523 S	COMPUTER SUPP	09/25/2023	47.93		01-21-5611	
1706 09252023	AMAZON CREDIT	09/25/2023	19.99-		01-21-5630	
2107 092523 S	PRISONER MEAL	09/25/2023	7.65		01-21-5630	
2107 092523 S	BATTERIES	09/25/2023	24.99		01-21-5630	

Page: 8 Report dates: 10/16/2023-10/16/2023 Oct 10, 2023 03:54PM

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
	WEIGHT SCALE	09/25/2023	13.50		01-21-5630
5738 092523 D	IPASS	09/25/2023	10.00		01-21-5630
2601 092523 P	ORN GRASSES	09/25/2023	33.57		01-31-5110
5824 092523 G	ORN GRASSES	09/25/2023	182.08		01-31-5110
5824 092523 G	ORN GRASSES	09/25/2023	37.77		01-31-5110
3999 092523 P	ICLOUD STORAGE	09/25/2023	.99		01-31-5320
5824 092523 G	SUPPLIES	09/25/2023	132.84		01-31-5630
2601 092523 P	OKT FEST	09/25/2023	725.00		01-37-5630
5824 092523 G	CORN STALKS	09/25/2023	70.50		01-37-5630
6309 092523 E	OKT FEST	09/25/2023	33.12		01-37-5630
3999 092523 P	OKT FEST	09/25/2023	134.90		01-37-5631
3999 092523 P	OKT FES	09/25/2023	25.00		01-37-5631
3999 092523 P	OKT FEST	09/25/2023	25.00		01-37-5631
6309 092523 E	OKF FEST ADS	09/25/2023	97.56		01-37-5631
6309 092523 E	BAND PARKING SIGNS	09/25/2023	250.51		01-37-5631
1680 092523 k	OKT FEST PRIZES	09/25/2023	50.00		01-37-5790
6309 092523 E	OKT FEST HATS	09/25/2023	479.74		01-37-5790
5824 092523 G	ICLOUD	09/25/2023	.99		60-33-5320
5824 092523 G	CONF	09/25/2023	150.00		60-33-5420
5824 092523 G	MAIN BREAK CREW	09/25/2023	75.86		60-33-5420
	LED WORKLIGHT	09/25/2023	315.99		60-33-5630
Total US BA	ANK:		7,383.63		
SA BLUEBOOK	C				
149702	W LAB SUPPLIES	09/29/2023	501.75		60-33-5630
154552	W LAB SUPPLIES	10/05/2023	155.42		60-33-5630
Total USA E	BLUEBOOK:		657.17		
VATER PRODUC	CTS COMPANY-AURORA				
0318738-9/29/	NEW METER - DAVEY TREE	10/02/2023	1,201.96		60-33-5934
Total WATE	R PRODUCTS COMPANY-AURORA:	:	1,201.96		
VOLF DRIVING	SCHOOL				
100523	CDL COURSE - SPENCER NYST	12/01/2022	1,580.00		01-31-5430
100523	CDL COURSE - SPENCER NYST	12/01/2022	1,580.00		60-33-5430
Total WOLF	DRIVING SCHOOL:		3,160.00		
Grand Total	s:		170,735.26		

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

Memorandum

To: Village President and Board of Trustees

From: Phil Cotter, Director of Public Works

Subject: Engineering Services Agreement – Water Service Material Inventory

Date: October 16, 2023

Action Requested:

Staff recommends Village Board approval of a resolution authorizing the Village Administrator to execute an engineering services agreement with Baxter & Woodman Consulting Engineers to develop a Water Service Line Material Inventory in an amount not-to-exceed \$39,968.

Funding Source:

Water and Sewer operating funds in SY 2023 and FY 2024 will be used for this project. Expenditures associated with this project will be offset by grant funds as summarized below.

Summary:

On January 1, 2022, the Illinois Lead Service Replacement and Notification Act (415 ILCS 5/17.12) went into effect that is designed to require the replacement of all lead service lines (LSL) in the state of Illinois. The Act requires that all Community Water Systems (CWS), regardless of size, assess all water service lines served by each CWS. If lead or galvanized steel pipe is suspected or identified as a part of a water service line's material type, CWS's must comply with documentation, planning and replacement requirements. The Act contains a series of compliance deadlines requiring submittals to the Illinois Environmental Protection Agency (IEPA) and notifications to the Illinois Department of Public Health (IDPH) as follows:

- 1. April 15, 2023
 - a. Develop a draft <u>Water Service Material Inventory</u> completed by Public Works staff and submitted to the IEPA in April 2023
- 2. April 15, 2024
 - a. Complete a <u>Water Service Material Inventory</u>
 - i. Update annually through April 15, 2027
 - ii. The IEPA has informed the Village that it is allocating \$40,000 in grant funds for the development of this inventory.
 - b. Develop a draft <u>Lead Service Line Replacement Plan</u>
- 3. April 15, 2025 and April 15, 2026

- a. Submit updates to the <u>Service Line Material Inventory</u> and draft <u>Lead Service Line</u> <u>Replacement Plan</u>.
- 4. April 15, 2027
 - a. Submit update to the <u>Service Line Material Inventory</u> and final <u>Lead Service Line</u> <u>Replacement Plan</u>.
- 5. After April 15, 2027, replace lead service lines in accordance with *LSL Replacement Plan* at the designated replacement rate (projected to be 7% annually).

Earlier this year, the Village applied for and was approved to receive \$40,000 in grant funds through the IEPA's Lead Service Line Inventory Grant Program to develop the *final* Water Service Material Inventory (reference item 2.a. above). Public Works staff submitted a *draft* Water Service Material Inventory to the IEPA in April 2023. One of the conditions of this Program requires that grant recipients must contract the development of the final inventory to a third party (i.e., consultant). Accordingly, Baxter & Woodman Consulting Engineers submitted a proposal to develop the *final* Water Service Material Inventory and therefore staff recommends approval of such agreement in the amount not-to-exceed \$39,968.

Attachments:

Resolution
Proposal from Baxter & Woodman Consulting Engineers
IEPA Grant Notice of Award

RESOLUTION NUMBER -23

A RESOLUTION OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, AUTHORIZING THE VILLAGE ADMINISTRATOR TO ENTER INTO AN ENGINEERING SERVICES AGREEMENT WITH BAXTER & WOODMAN CONSULTING ENGINEERS FOR A LEAD SERVICE LINE INVENTORY IN AN AMOUNT NOT-TO-EXCEED \$39,968

WHEREAS, the Village of East Dundee ("Village") is a home rule unit of local government pursuant to Section 6 of Article VII of the Constitution of the State of Illinois, and has the authority to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Village maintains and improves its water distribution system; and

WHEREAS, the Village desires to remove all lead and galvanized water services from its water distribution system; and

WHEREAS, the Village is required by the Illinois Lead Service Replacement and Notification Act (Public Act 102-0613) to develop an inventory of all lead water service lines and galvanized service lines in the Village; and

WHEREAS, the Village desires to retain Baxter & Woodman Consulting Engineers to conduct a Lead Service Line Inventory; and

WHEREAS, Village Staff recommends Village Board approval of a resolution authorizing the Village Administrator to enter into an agreement with Baxter & Woodman Consulting Engineers of Crystal Lake, Illinois to develop an inventory of all lead water service lines and galvanized water service lines in the Village in an amount not-to-exceed \$39.968.

NOW THEREFORE BE IT RESOLVED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, AS FOLLOWS:

<u>SECTION 1</u>: The Village's corporate authorities approve a resolution authorizing the Village Administrator to enter into an agreement with Baxter & Woodman Consulting Engineers of Crystal Lake, Illinois to develop an inventory of all lead water service lines and galvanized water service lines in the Village in an amount not-to-exceed \$39,968 and further authorize and direct the Village Administrator to execute the Agreement and for the Village Clerk to attest the Agreement.

424186 2

ADOPTED this 16 th day of	of October, 2023, pursuant to a roll call vote as follows:
AYES:	
NAYES:	
	APPROVED by me this 16 th day of October, 2023.
	Jeffrey J. Lynam, Village President
ATTEST:	
Katherine Diehl, Village Clerk	
Published in pamphlet form this Village President and Board of	s day of, 2023, under the authority of the Frustees.
Recorded in the Village records	on, 2023.

424186_2 2



8678 Ridgefield Road, Crystal Lake, IL 60012 • 815.459.1260 • baxterwoodman.com

September 11, 2023

Mr. Phil Cotter
Director of Public Works
Village of East Dundee
120 Barrington Avenue
East Dundee, IL 60118

Subject: Village of East Dundee – Lead Service Line Inventory

New laws affect all Community Water Systems (CWS) regarding the identification, documentation, and handling of Lead Service Lines. With changing legal requirements set forth by state and federal authorities, it can be a significant challenge for any water utility to stay up-to-date with the latest information and how best to manage the operational, financial, and administrative impacts these can have.

Most recently, the Illinois Lead Service Replacement and Notification Act (Act) was signed into law on January 1, 2022, which requires all Community Water Systems to perform the following major actions, some of which are subject to annual updates:

- 1. Develop and maintain a Water Service Line Material Inventory;
- 2. Develop and implement a Lead Service Line Replacement Plan;
- 3. Prepare public notification and education materials to meet the Act requirements;
- 4. Conduct a full replacement of any and all Lead Service Lines from the CWS's water main to customer's meter if the service is impacted in any way as of January 1, 2022.

Each portion of the Act is subject to various submittal requirements and timelines set by the Illinois Environmental Protection Agency (IEPA), Illinois Department of Public Health (IDPH), and the United States Environmental Protection Agency (USEPA). The next most immediate deadline the Village will need to meet is the completion of the Complete Water Service Line Material Inventory and draft Lead Service Line Replacement Plan which must be submitted to the State no later than April 15, 2024.

Due to the potential for changing federal and state laws, the Tasks outlined below are based on the Illinois Lead Service Replacement and Notification Act that was signed into law on January 1, 2022. Any changes to the State and/or Federal laws may require an amendment to the tasks selected to provide revisions to the program.

STANDARD TERMS AND CONDITIONS

PLEASE READ THESE STANDARD TERMS AND CONDITIONS ("TERMS") CAREFULLY BEFORE EXECUTING THE LETTER PROPOSAL PRESENTED BY BAXTER & WOODMAN, INC. ("BW"). BY EXECUTING THE LETTER PROPOSAL, OWNER AGREES TO BE BOUND BY THESE TERMS, THE PROVISIONS OF THE LETTER PROPOSAL, AND THE PROVISIONS OF ANY DOCUMENT REFERRING TO THESE TERMS OR THE LETTER PROPOSAL, ALL OF WHICH SHALL COLLECTIVELY CONSTITUTE THE "AGREEMENT".

Owner's Responsibility – Provide BW with all criteria and full information for the "Project", which is generally otherwise identified in the Letter Proposal. BW will rely, without liability, on the accuracy and completeness of all information provided by the Owner (as defined in the Letter Proposal) including its consultants, contractors, specialty contractors, subcontractors, manufacturers, suppliers and publishers of technical standards ("Owner Affiliates") without independently verifying that information. The Owner represents and warrants that all known hazardous materials on or beneath the site have been identified to BW. BW and their consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, unidentified or undisclosed hazardous materials unless this service is set forth in the Letter Proposal.

<u>Schedule for Rendering Services</u> - The agreed upon services shall be completed within a reasonable amount of time. If BW is hindered, delayed or prevented from performing the services as a result of any act or neglect of the Owner, any Owner Affiliate, or force majeure event, BW's work shall be extended and the rates and amounts of BW's compensation shall be equitably adjusted in a written instrument executed by all Parties.

<u>Invoices and Payments</u> - The fees to perform the proposed scope of services constitutes BW's estimate to perform the agreed upon scope of services. Circumstances may dictate a change in scope, and if this occurs, an equitable adjustment in compensation and time shall be agreed upon by all Parties by written agreement. No service for which added compensation will be charged will be provided without first obtaining written authorization from the Owner. BW invoices shall be due and owing by Owner in accordance with the terms and provisions of the State of Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

Opinion of Probable Construction Costs - BW's opinion of probable construction costs represents its reasonable judgment as a professional engineer. Owner acknowledges that BW has no control over construction costs or contractor's methods of determining prices, or over competitive bidding, or market conditions. BW cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from BW's opinion of probable construction costs.

Standards of Performance - (1) The standard of care for all services performed or furnished by BW will be the same care and skill ordinarily used by professionals practicing under similar circumstances, at the same time and in the same locality on similar projects. BW makes no warranties, express or implied, in connection with its services; (2) BW shall be responsible for the technical accuracy of its services and documents; (3) BW shall use reasonable care to comply with applicable laws, regulations, and Owner-mandated standards; (4) BW may employ such sub-consultants as BW deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objection by Owner; (5) BW shall not supervise, direct, control, or have authority over any contractors' work, nor have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work; (6) BW neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents; (7) BW is not acting as a municipal advisor as defined by the Dodd-Frank Act. BW shall not provide advice or have any responsibility for municipal financial products or securities; (8) BW is not responsible for the acts or omissions of any contractor, subcontractor, or supplier, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work; (9) Shop drawing and submittal review by BW shall apply only to the items in the submissions and only for the purpose of assessing if, upon installation or incorporation in the Project work, they are generally consistent with the contract documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e. hard copy or electronic transmission) and for compliance with the construction documents. Owner further agrees that BW's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs or precautions. BW's consideration of a component does not constitute acceptance of the assembled item; (10) BW's site observation during construction shall be at the times agreed upon in the Project scope. Through standard, reasonable means, BW will become generally familiar with observable completed work. If BW observes completed work that is inconsistent with the construction documents, information shall be communicated to the contractor and Owner for them to address.

Insurance - BW will maintain insurance coverage with the following limits and Certificates of Insurance will be provided to the Owner upon written request:

Worker's Compensation: Statutory Limits Excess Umbrella Liability: \$10 million per claim and aggregate

General Liability: \$1 million per claim Professional Liability: \$5 million per claim \$2 million aggregate \$5 million aggregate

Automobile Liability: \$1 million combined single limit

In no event will BW's collective aggregate liability under or in connection with this Agreement or its subject matter, based on any legal or equitable theory of liability, including breach of contract, tort (including negligence), strict liability and otherwise, exceed the contract sum to be paid to BW's under this Agreement. Any claim against BW arising out of this Agreement may be asserted by the Owner, but only against the entity and not against BW's directors, officers, shareholders or employees, none of whom shall bear any liability and may not be subject to any claim.



Indemnification and Mutual Waiver - (1) To the fullest extent permitted by law, BW shall indemnify and hold harmless the Owner and its officers and employees from claims, costs, losses, and damages ("Losses") arising out of or relating to the Project, provided that such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any grossly negligent act or omission of BW; (2) To the fullest extent permitted by law, Owner shall indemnify and hold harmless BW and its officers, directors, employees, agents and consultants from and against any and all Losses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project provided that any such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent arising out of or occurring in connection with the Owner's, or Owner's officers, directors, employees, consultants, agents, or others retained by or under contract to the Owner, negligent act or omission, willful misconduct, or breach of this Agreement; (3) To the fullest extent permitted by law, Owner and BW waive against each other, and the other's employees, officers, directors, insurers, and consultants, any and all claims for or entitlement to special, incidental, indirect, enhanced, punitive, or consequential damages, in each case regardless of whether such party was advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable, and notwithstanding the failure of any agreed or other remedy of its essential purpose; (4) In the event Losses or expenses are caused by the joint or concurrent fault of the BW and Owner, they shall be borne by each party in proportion to its respective fault, as determined by a mediator or court of competent jurisdiction; (5) The Owner acknowledges that BW is a business corporation and not a professional service corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees. The Owner and BW agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.

Termination - Either party may terminate this Agreement upon ten (10) business days' written notice to the other party in the event of failure by the other party to comply with the terms of the Agreement through no fault of the terminating party. A condition precedent to termination shall be conformance with the Dispute Resolution terms below. If this Agreement is terminated, Owner shall receive reproducible copies of drawings, developed applications and other completed documents upon written request. Owner shall be liable, and shall promptly pay BW, for all services and reimbursable expenses rendered through the effective date of suspension/termination of services.

<u>Use of Documents</u> – All BW documents (data, calculations, reports, Drawings, Specifications, Record Drawings and other deliverables, whether in printed form or electronic media format, provided by BW to Owner pursuant to this Agreement) are instruments of service and BW retains ownership and property interest therein (including copyright and right of reuse). Owner shall not rely on such documents unless in printed form, signed or sealed by BW or its consultant. Electronic format of BW's design documents may differ from the printed version and BW bears no liability for errors, omissions or discrepancies. Reuse of BW's design documents is prohibited and Owner shall defend and indemnify BW from all claims, damages, losses and expenses, including attorney's fees, consultant/expert fees, and costs arising out of or resulting from said reuse. Project documents will be kept for time periods set forth in BW's document retention policy after Project closeout.

Successors, Assigns, and Beneficiaries – Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or BW to any third party, including any lender, contractor, subcontractor, supplier, manufacturer, other individual, entity or public body, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of the Owner and BW and not for the benefit (intended, unintended, direct or indirect) of any other entity or person.

<u>Dispute Resolution</u> - All disputes between the Parties shall first be negotiated between executives who have authority to settle the dispute for a period of thirty (30) days. If unresolved, disputes shall be then submitted to mediation as a condition precedent to litigation. The mediation session shall be held within forty-five (45) days of the retention of the mediator, and last for at least one (1) full mediation day, before any party has the option to withdraw from the process. If mediation is unsuccessful in resolving a Dispute, then the parties may seek to have the Dispute resolved by a court of competent jurisdiction.

Miscellaneous Provisions – (1) This Agreement is to be governed by the law of the state or jurisdiction in which the project is located; (2) all notices must be in writing and shall be deemed effectively served upon the other party when sent by certified mail, return receipt requested; (3) all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion and/or termination for any reason; (4) any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and BW, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision; (5) a party's non-enforcement of any provision shall not constitute a waiver of the provision, nor shall if affect the enforceability of that provision or of the remainder of this Agreement; (6) to the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion, which is the point where the Project can be utilized for the purposes for which it was intended; (7) this Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter; (8) no amendment to or modification of this Agreement is effective unless it is in writing and signed by each party.





Scope of Services

TASK 1 – WATER SERVICE LINE MATERIAL INVENTORY DEVELOPMENT AND ASSISTANCE

Under the Act, all utilities are required to submit an Initial and a Completed Water Service Line Material Inventory by April 15, 2023, and **April 15, 2024**, respectively. The intent of the Initial Inventory was to review the water utility's existing information to populate the known and confirmed service material types and account for the number of potential unknowns. By the completed inventory, any remaining unknown service lines will be considered as lead and be subjected to the same requirements of a Lead Service Line until they are either replaced or identified to be non-lead.

Baxter & Woodman will assist the Village with identifying each water service line material using a multiphased approach. Baxter & Woodman's assistance will include the following:

PHASE 1 – EXISTING WATER SERVICE INFORMATION EVALUATION:

- 1. Conduct up to three (3) meetings to review the Act's requirements; discuss any existing information available with key Village staff; and review the final water service line material inventory.
 - a. Baxter & Woodman will educate the utility's staff on the required and recommended data for an Inventory dataset file or equivalent. Baxter & Woodman will ensure understanding of how to use the dataset, proposed data fields, and the associated submittal timelines.
 - b. Existing information related to services must be provided to Baxter & Woodman in an Esri compatible format, such as Excel, .CSV, .gdb, etc. Any work required to review or scan and digitize physical copies of information may require an amendment to this Task.
- 2. Develop and maintain a comprehensive authoritative Water Service Line Material Inventory dataset utilizing ArcGIS Tools. The dataset will include capture the following information (when available):
 - a. Illinois State-required Water Service Line Material Inventory information:
 - 1) Unique Location identifier (i.e., parcel number, account number, address, etc.)
 - 2) Customer-owned (Private side) material classification
 - 3) Public Water Utility-owned (Public side) material classification
 - 4) Entire service material classification (i.e., lead vs. non-lead)
 - b. Illinois State-required Lead Service Line Replacement Plan information:
 - 1) Sensitive/High-Risk Population (i.e., preschools, daycares, hospitals, etc.)
 - c. Additional recommended information to be collected, if available/feasible:
 - 1) Service line diameter size
 - 2) Installation Year



- 3) Method of material confirmation for both the Private and Public side (i.e., visual inspection, historical records, etc.)
- 4) Water meter model/type
- 5) Photo of the service line installation
- 6) General notes related to the condition of the service and surrounding space.
- 3. Integrate any existing compatible digital information provided by the Village into the Water Service Line Material Inventory dataset to serve as the Village's authoritative Water Service Line Material Inventory. When reviewing existing records, Baxter & Woodman will make every effort to transcribe the following:
 - a. Address
 - b. Installation year
 - c. Service size (if available)
 - d. Material classification

This dataset will track all necessary data fields and attributes related to a water service line in order to meet the Water Service Line Material Inventory submittals, which must be provided to the State no later than April 15, 2023.

4. Identify outstanding area locations where water service line material classification is unknown or information is unable to be verified. These identified unknowns will be included as a part of Phase 2.

PHASE 2 - MATERIAL INFORMATION SURVEY AND DATA COLLECTION:

- 1. Develop a Water Service Material Information Request Letter for outstanding unknown material service lines for Village review and utilization. A final copy of the letter will be mailed by the Village to the customer addresses tied to the unknown material service lines.
- 2. Design a Web-based Esri Field Application that can be utilized to survey residents using cellular/wireless enabled smart devices or desktop computers. The Application will be publicly accessible and will allow residents to directly submit basic information related to their private-side water service line. The purpose of this Application is to collect information in an effort to reduce inhome inspections by Village personnel and the total number of remaining unknown material classifications.
- 3. Flag and mark for review and identification the submissions of private-side water services by non-Village. Baxter & Woodman will monitor the status of submissions and the data content, and will integrate collected data into the Water Service Line dataset upon data verification by Baxter & Woodman weekly.



The information collected during this effort will be provided in a database to the Village for inclusion into the Village's existing GIS (if available) on a monthly basis. Submissions that cannot be confirmed through Baxter & Woodman's review process, will be provided back to the Village and documented by Baxter & Woodman as unknown or unable to be verified.

- 4. Develop a follow-up Water Service Material Information Request for unresponsive locations to be mailed by the Village to nonresponsive customer addresses tied to unknown material service lines.
- 5. Configure an additional Web-based Esri Field Application that can be utilized by Village personnel or Village-approved contractors on cellular/wireless enabled smart devices or desktop computers. This Application will allow users to inspect, collect, verify, and directly submit information related to the resident's public-side or private-side water service line to the Water Service Line Material Inventory dataset.

Baxter & Woodman will manage and maintain all Web-based Esri Field Application(s) for use by residents and/or Village personnel until April 15, 2024.

PHASE 3 of the Water Service Material Identification Program (not included under this scope and) will address the remaining unknown water service materials not identified as a part of Phase 1 and 2. Additional follow-ups to residents and home inspections will be used to finalize the remaining unknowns. This level of effort will depend on remaining unknowns and an amendment to this proposal can be provided at that time.

TASK 2 – MATERIAL INVENTORY WEB MAP

Baxter & Woodman will create a public facing water service web map utilizing industry standard Esri Technology. This map will allow the public to view the material classification of water service lines for both the Public and Private side of the service. This map also enables the Village to refer its customers to the webpage to review whether or not there is a Lead Service Line, as well as encouraging its residents to assist in providing information to the Village to mitigate the total number of unknown material services.

1. Village Requirements:

- a. Existing Water Service Line Material Inventory database (file geodatabase or shapefile):
 - 1) At a minimum, the data must include GPS coordinates, County parcel number, or customer address.
 - 2) Differentiation of Water Service Material Classification between Public and Private Side.



- 2. Material Inventory Web-Based Map
 - a. Maintain and manage the utility's GIS data with a public-facing map overlay to produce an interactive web-based interface portal that will allow the Village and its customers to interact with the hosted data.
 - b. Compile all of the relevant data to be shown on the web map, specifically:
 - 1) Customer's Address
 - 2) Public-side Material
 - 3) Private-side Material
 - c. Maintain the public-facing water service inventory web map for the Village's use for a period of up to two years from the signed date of this contract. This maintenance includes up to 30 hours of data and web map management while the service material attributes are actively being collected and verified.

At the end of the two-year period, the content will no longer be actively managed by Baxter & Woodman under this contract. The completed inventory data and web map may be transferred over to the Village to maintain if they have an active Esri ArcGIS Online Organization account at that time or an amendment or new agreement for Baxter & Woodman will be necessary if the Village would like Baxter & Woodman to continue maintaining the inventory data and web map.

TASK 3 – PUBLIC EDUCATION AND NOTIFICATION STRATEGY DEVELOPMENT

As a part of the Act, the Village is required to provide notification and educational content to its customers who may be affected by Lead Service Lines. The following scope items are designed to meet these requirements and assist the Village in navigating the various scheduling and documentation requirements as a part of this effort.

- 1. Conduct one (1) virtual meeting with key staff during the preparation and development of the public education and notification strategy. The meeting will include a review of the State and Federal information and notification requirements, as well as a review of the planned strategy to engage with the water utility's customers.
- 2. Assist the Village in preparing public education content that informs its customers regarding the Lead Service Line Replacement Program and meets all of the minimum State and Federal requirements. The content will include the following items:
 - a. Lead Service Inventory Program Brochure/Cutsheet (PDF).
 - b. Frequently Asked Questions about Lead Document or Website Content (PDF/Word).
 - c. Information Graphics for Water Service Line Locations and Ownership (PNG).
 - d. Reference content for Village webpage, including required Federal and State information, recommended language, wording, and reference websites.



- e. Lead Service Line Video:
 - 1) Is Your Water Service Lead How Do I Check for Lead (show Magnet & Scratch Test) (3:40 duration).
- 3. The Village is required to issue a series of public notifications associated with inventory and construction efforts. Assist the Village in developing the public notification templates and meeting requirements associated with the Act.

The scope of work outlined under this Task assumes that the Village will be responsible for the print, postage, and delivery of any notifications issued to its customers.

REQUIRED CONTRACT PROVISIONS FOR IEPA INVENTORY GRANT

ARTICLE VIII LOBBYING

- 8.1. <u>Improper Influence</u>. Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State of Federal Legislature in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Grantee certifies that is has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.
- 8.2 <u>Federal Form LLL</u>. If any federal funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.
- 8.3 <u>Lobbying Costs</u>. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs must be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.
- 8.4 <u>Procurement Lobbying.</u> Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.



- 8.5 <u>Subawards</u>. Grantee must include the language of this ARTICLE in the award documents for any subawards made pursuant to this Award at all tiers. All subrecipients are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee must forward all disclosures by contractors regarding this certification to Grantor.
- 8.6 <u>Certification</u>. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications will be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

ADDITIONAL SERVICES NOT INCLUDED

- Gathering and compiling of existing Village records
- Water Service Material Inventory Submittal (April 15, 2024)
- Lead Service Line Replacement Plan Submittal (April 15, 2024)
- Printing and sending of Educational Content and Notification Letters

FEE SUMMARY

Project Phase	Task Hours	Task Fee
Task 1	12	\$2,398
Task 2	149	\$23,595
Task 3	41	\$6,125
Task 4	50	\$7,850
Totals	252	\$39,968

Engineering Fee

The Village shall pay the Engineer for the above stated scope of services, based upon the Engineer's standard hourly billing rates for actual work time performed plus reimbursement for out-of-pocket expenses including travel, which in total will not exceed \$40,000.



The attached Standard Terms and Conditions apply to this Proposal. If you find this Proposal acceptable, please sign and return one copy for our files. If you have any questions or need additional information, please do not hesitate to contact me at 815.444.3230 or cgrieves@baxterwoodman.com.

Sincerely,

BAXTER & WOODMAN, INC. CONSULTING ENGINEERS

Carolyn A. Grieves, PE

Vice President

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AUTHORIZED BY:	
TITLE:	
DATE:	

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Illinois Grant Accountability and Transparency Notice of State Award

STATE OF ILLINOIS GRANT INFORMATION					
State Award Identification	Name of State Agency (Grantor): Environmental Protection Department/Organziation Unit: BOW/Infrastructure Financial Assistance Section				
State Award ID Number (SAIN)	3017-40774				
State Program Description	Lead Service Line Inventory Grants assist low income and disadvantaged communities in developing a Complete Lead Service Line Inventory, meeting the requirements of Section 17.12 Lead Service Line Replacement and Notification Act (LSLRNA) (415 ILCS 5/17.12).				
Announcment Type	Initial				
Agency (Grantor) Contact Information	Name: Lanina Clark Phone: 217-782-2027 Email: Lanina.clark@illinois.gov				

GRANTEE INFORMATION			
Grantee / Subrecipient Information	Name: Village of East Dundee Address: 120 Barrington Avenue, East Dundee, IL 60118 Phone: Email:		
Grantee Identification	GATA: 687599 UEI: L9J3PGSU62Z1 FEIN: 366005871		
Period of Performance	Start Date: 7/1/2023 End Date: 4/15/2024		

FUNDING INFORMATION				
FUND	CSFA	CFDA	AMOUNT	
0270	532-60-3017	N/A	\$40,000.00	
Local	N/A	N/A	\$5,000.00	
TOTAL			\$45,000.00	

(M) Currently used by State of Illinois for "Match" or "Maintenance of Effort" (MOE) requirements on Federal Funding. Funding is subject to Federal Requirements and may not be used by Grantee for other match requirements on other awards.

Memorandum

To: Village President and Board of Trustees

From: Franco Bottalico, Assistant to the Village Administrator

Erika Storlie, Village Administrator

Subject: Preliminary PUD and Rezoning Approval for Terra Business Park Phase II

Date: October 16, 2023

Action Requested:

The Planning and Zoning & Historic Commission ("PZHC") and staff recommend Village Board approval of an ordinance approving a preliminary planned unit development plan and rezoning for Pal Land, LLC and Pal Land II, LLC located in the M1, R1, and B3 Zoning Districts in East Dundee, IL (Terra Business Park Phase II).

Background and Summary:

This item was tabled at the request of the applicant at the August 7, 2023 Village Board meeting, and again by the Village Board at the September 18, 2023 meeting. The Village and the applicant have now come to agreeable terms for the approval of this matter.

The Village received an application for a planned unit development ("PUD") by Pal Land, LLC and Pal Land II, LLC along with their attorney, Peter Bazos ("Applicant"). The proposed new PUD is comprised of five lots on 33 acres along the northeast corner of their property and referred to as Terra Business Park Phase II ("PUD 2"). According to the Applicant, in 2007, the Applicant had 119 acres of approximately 150 acres approved as Terra Business Park PUD under ordinance 07-51 which was then amended in 2008 under ordinance 08-74. Since then, the Applicant acquired another 281 acres totaling 400 acres of property. Of the newly acquired 281 acres, the Applicant is now submitting an application to create PUD 2 within 33 acres of those 281 acres. Staff has attached maps for reference and a better understanding of the site.

According to Section 157.243 of the East Dundee Zoning Ordinance, the procedures for establishing a PUD are as follows:

- (A) (1) *Pre-application conference*. Introductory meeting held with village staff as set forth in § <u>157.244</u> of this chapter.
- (2) Concept PUD plan review. An informal review of overall concept conducted by the Village Board to provide constructive feedback to petitioner of plan as set forth in § <u>157.245</u> of this chapter.



- (3) *Preliminary PUD plat.* First, a technical review of detailed plans by various village departments is held; a public hearing is then conducted by the Planning and Zoning Commission; and final determination is made by the Village Board, as set forth in § <u>157.246</u> of this chapter.
- (4) Final PUD plat. First, a review by village staff to determine that the final plat substantially conforms to the approved preliminary plat and thereafter final determination made by the Village Board, as set forth in § 157.247 of this chapter.

The Applicant is currently in stage 157.243(A)(3), Preliminary PUD plat, as noted above.

Analysis and Staff Recommendations:

Staff has asked the Village Engineer to review the submission of the proposed variances in the application and compare it to the existing requirements within the Village Code, and how it compares to the permissions already granted in the Applicant's existing PUD from 2007. The Village Engineer's memo is included in the packet for the Board to review. The table below includes Staff's recommendations and the PZHC's recommendation for the Board to consider when going through each requested proposal. Staff notes the following to consider:

- A.) Regarding Row 9, Staff recommends a 40' setback due to staff recommending a 66' Street ROW in row 35.
- B.) Regarding Row 15, Staff spoke with Applicant via email, and the Applicant will modify the request to also include the manufacturing district's signage as the business district's signage is more strict.
- C.) Regarding Row 28, Applicant is proposing larger islands to compensate for the reduce number. A typical 7' island is around 120 Sq. Ft.
- D.) Regarding Row 31, the Applicant noted this is for a future plan and doesn't have an immediate need for this. Staff recommends the Applicant return to the PZHC with a PUD 2 amendment once Staff can review what the intent is to store on site.
- E.) Regarding Row 34, Staff recommends a sidewalk on one side of the road for accessibility purposes.

1	Principal Structure Requirements	Code Reference	Required	Approved Modifications
2	Front Yard	157.066(A)(6)(a)	40.0'	40.0'
	Side Yard Front a Street	157.066(A)(6)(b)	40.0'	25.0'
3				
4	Side Yard	157.066(A)(6)(b)	25.0'	20.0'

5	Rear Yard	157.066(A)(6)(c)	40.0'	40.0'
6	Building Height	157.066(A)(5)	35' Max	35' plus the height of any parapet wall required by the Village (or, if not required by the Village but proposed by the developer, then limited to not more than 6 feet) to screen rooftop equipment
7				
8	Parking Setback Requirements	Code Reference	Required	Approved Modifications
9	Front Yard Parking Setback	157.148	40.0'	30.0'
	Side Yard fronting a street Parking Setback	157.148	40.0'	25.0'
10				
11	Side Yard	157.148	0.0'	10.0'
12	Rear Yard	157.148	0.0'	10.0'
13				
14	Signage Requirements	Code Reference	Required	Approved Modifications
15	Business District Signage standards to apply to all lots.			Yes
16	Free standing signs to follow Village Ordinance 06-46			Yes
17	Free standing sign setback	156.04(C)(2)(b)(3)	15.0'	0.0'
18				
19	Landscape Requirements	Code Reference	Required	Approved Modifications
20	Required Open Space	158.04(B)	15%	10%
	Front Yard Parking Screening with Shrubs	158.04(D)(2)(a)2.b	75%	85%
21				

	Front Yard Parking Screening with Trees	158.04(D)(2)(a)2.a	30' Spacing	30' Spacing
22	0			
	Side/Rear Parking	158.04(D)(2)(b)4.b	50%	50%
	Screening with Shrubs			
23	21.1/2			
	Side/Rear Parking Screening with Trees	158.04(D)(2)(b)4.b	40' Spacing	40' Spacing
	Screening with frees		Spacing	
24	Parking Islands	158.04(D)(2)(d)2.b	1 per 10	1 per 18 Stalls
25	Parking Islanus	156.04(D)(2)(u)2.b	Stalls	1 per 18 Stalls
	Truck Parking Islands	158.04(D)(2)(d)2.b	1 per 10	None
26			Stalls	
	Parking Island adjacent to Truck Parking	158.04(D)(2)(d)2.b	Required	None
27				
28	Island Size	158.04(D)(2)(d)2.b	7' Wide	400 SF
	Foundation Area	158.04(D)(2)(c)	5' Min.	Front Only
29	Landscaping		Width	
	Trash Enclosure	158.04(E)(1)(a)	Masonry Wall	Masonry Wall or Faux Masonry Wall
			VVali	approved by the
30				Village Inspector
	Outside Storage	158.04(E)(1)(d)	Solid	Wall or Fence
31	Facilities (not including parking areas)		Wall or Fence	
32	parking areasy		1 61106	
	Subdivision	Code Reference	Required	Approved
33	Requirements			Modifications
	Sidewalk	155.048	Optional	8' Concrete Multi-use
			in M-1	path on one side of
34				road in the R.O.W. or Easement
35	Street ROW	155.045(D)	80'	66'

At its July 6, 2023 public hearing, the PZHC made a motion to approve the findings of fact and the preliminary PUD application incorporating staff's recommendations.

In addition to the above table's recommendations, at the July 6, 2023 public hearing, the Applicant also requested the below items. Staff makes its recommendations to the Board below:

	Principal Structure Requirements	Code Reference	Required	Permitted PUD 1	Proposed PUD 2	Staff Recommends
36.	Retracted by applicant					
37	фрисанс	157.052 157.053 157.054 157.066	M-1 Zoning District	Same as Proposed	Use departures to allow all M1, B2, B3, and B4 permitted and special uses plus gas station; retail; office; automotive, and warehouse; and motor truck terminal; and industrial manufacturing with onsite storage.	Approved use departures to allow all M1, B2, B3, and B4 permitted and special uses plus gas station; retail; office; automotive, and warehouse; and motor truck terminal; and industrial manufacturing with onsite storage.
38		157.150(V)	1 space per maximum number of employees employed on the premises.	No.	Departure as to number of off-street required parking stall, Section 157.150(V) to require one (1) automobile parking stall for each 250 square feet of office (no departure) and one (1) automobile parking stall for each 6,000 square feet of warehouse shop space, but on the condition that if the occupant has more employees than this formula determines, then the Village may require the owner to convert certain truck parking spaces into automobile spaces	No. Staff Recommends adhere to existing parking ordinance due to this request too unknown for future tenants.
39	Retracted by applicant					
40		N.A.	N.A.	No	We have requested other departures that may not be enumerated but that are otherwise apparent from the PUD plan for Lot 1.	No. Staff can only evaluate what was listed and detailed

1				during the
				public hearing.

Lastly, it is the desire of the Village to have the Applicant include a multi-use path connecting to Penny Road from both the west starting at Rt 25 and from the south starting at Rt 72. In larger scope, staff recommends the Village Board include a multi-use path along Penny Road in the Applicant's final PUD submittal for the Board's approval at a future Village Board meeting.

Attachments:

Ordinance with Exhibits
Redacted Application
Project Narrative from Applicant
Map Exhibits
Zoning Map Reference
Daily Herald Certificate of Publication

ORDINANCE NUMBER 23-

AN ORDINANCE APPROVING A PRELIMINARY PLANNED UNIT DEVELOPMENT PLAN AND REZONING; FOR PAL LAND, LLC AND PAL LAND II, LLC LOCATED IN THE M1, R1, AND B3 ZONING DISTRICTS IN EAST DUNDEE, ILLINOIS (TERRA BUSINESS PARK PHASE II)

WHEREAS, Pal Land, LLC and Pal Land II, LLC (collectively, "Owner") is the owner of that certain real property consisting of approximately five lots on 33 acres, commonly known as Terra Business Park, and legally described on **Exhibit A** (collectively, the "**Property**"); and

WHEREAS, the Property is currently vacant and unimproved and located in the R1, B3, and M1 District of the Village; and

WHEREAS, Owner proposes to develop the Property for additional truck parking, and related uses, and to create potential future retail use ("Terra Business Park Phase II"); and

WHEREAS, the Terra Business Park Phase II proposes a mixed-use development planned on a 33-acre parcel of land located near the Illinois Route 68 and Penny Road intersection; the Owner proposes M1 as the base zoning along with requested uses in the B2, B3 and B4 zoning districts as permitted uses; and

WHEREAS, the Owner desires to develop the Property under the Terra Business Park Phase II project similar to the existing Terra Business Park development to the south but is requesting significant departures from the Village Code of Ordinances ("Code") the ("Proposed Development"); and

WHEREAS, pursuant to Section 157.246 of the Code, Owner has requested (i) approval of a preliminary planned unit development plan for the Property ("Preliminary PUD Plan"); (ii) conditional approval of certain modifications and variations from the Village's Zoning Code as amended ("Zoning Ordinance"), within the planned unit development ("Zoning Modifications"); and (iii) conditional approval of a certain variations ("Variations") from the City's Code pertaining to structure requirements, parking setback requirements, signage requirements, landscape requirements and subdivision requirements (collectively referred to as the "Requested Relief"); and

WHEREAS, a public hearing by the Planning Zoning and Historic Preservation Commission ("Commission") to consider the Requested Relief was duly published in the *Daily Herald* on June 21, 2023, was convened on July 6, 2023, during which hearing evidence and testimony was received by the Commission; and

WHEREAS, on July 6, 2023, the Plan Commission adopted Findings of Fact as set forth and attached hereto and incorporated herewith as **Exhibit B**, recommending that the Village Board approve the Requested Relief; and

WHEREAS, the Village Board has determined that, subject to and contingent upon, the conditions, restrictions, and provisions of this Ordinance, the Preliminary PUD Plan complies with the required standards for planned developments as set forth in Section 157.246 of the Zoning Ordinance; and

WHEREAS, consistent with the Commission recommendation, and pursuant to the Village Board of Trustees' power under applicable law, including its home rule powers under the Illinois Constitution of 1970, the Village Board of Trustees has determined that it is in the best interest of the Village and the public to approve the Requested Relief, in accordance with, and subject to and contingent upon, the conditions, restrictions, and provisions of this Ordinance;

NOW THEREFORE BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, AS FOLLOWS:

SECTION 1: Recitals. The recitals listed above are incorporated in this Ordinance as if fully set forth in this Ordinance.

SECTION 2: Approval of Preliminary PUD Plan. In accordance with Section 157.246 of the Zoning Ordinance, and subject to, and contingent upon, the conditions, restrictions, and provisions set forth in this Ordinance, including specifically, but without limitation, Sections 3 and 4 of this Ordinance, the Preliminary PUD Plan, which consist of: (i) the Project Narrative for Terra Business Park Phase II (33 acres) and site plan prepared by Pinnacle Engineering Group, LLC consisting of two sheets, with a latest revision date of May 17, 2023¹ ("Preliminary Site Plan"), attached to this Ordinance as **Exhibit C**, and (ii) the documents referred to collectively as the "Preliminary PUD Documents" and listed on **Exhibit D** attached to this Ordinance, is hereby approved. The Preliminary Site Plan, the Preliminary PUD Documents, Exhibit C and Exhibit D, are, by this reference, made a part of this Ordinance.

SECTION 3: Conditional Approval of Zoning Modifications. In accordance with Section 157.246 of the Zoning Ordinance, and subject to the conditions, restrictions, and provisions of this Ordinance, including specifically, but without limitation Sections 3, 4 and 5 of this Ordinance, the following Zoning Modifications, and none other, are hereby conditionally approved:

1	Principal Structure Requirements	Code Reference	Required	Approved Modifications
2	Front Yard	157.066(A)(6)(a)	40.0'	40.0'
3	Side Yard Front a Street	157.066(A)(6)(b)	40.0'	25.0'
4	Side Yard	157.066(A)(6)(b)	25.0'	20.0'
5	Rear Yard	157.066(A)(6)(c)	40.0'	40.0'
6	Building Height	157.066(A)(5)	35' Max	35' plus the height of any parapet wall required by the Village (or, if not required by the Village but proposed by

				the developer, then limited to not more than 6 feet) to screen rooftop equipment
7				
8	Parking Setback Requirements	Code Reference	Required	Approved Modifications
9	Front Yard Parking Setback	157.148	40.0'	30.0'
10	Side Yard fronting a street Parking Setback	157.148	40.0'	25.0'
11	Side Yard	157.148	0.0'	10.0'
12	Rear Yard	157.148	0.0'	10.0'
13				
14	Signage Requirements	Code Reference	Required	Approved Modifications
15	Business District Signage standards to apply to all lots.			Yes
16	Free standing signs to follow Village Ordinance 06- 46			Yes
	Free standing	156.04(C)(2)(b)(3)	15.0'	0.0'
17	sign setback			
18	Landagara	Codo Poforares	Doguiro d	Approved
19	Landscape Requirements	Code Reference	Required	Approved Modifications
20	Required Open Space	158.04(B)	15%	10%
	Front Yard	158.04(D)(2)(a)2.b	75%	85%

22	Front Yard Parking Screening with Trees	158.04(D)(2)(a)2.a	30' Spacing	30' Spacing
23	Side/Rear Parking Screening with Shrubs	158.04(D)(2)(b)4.b	50%	50%
24	Side/Rear Parking Screening with Trees	158.04(D)(2)(b)4.b	40' Spacing	40' Spacing
25	Parking Islands	158.04(D)(2)(d)2.b	1 per 10 Stalls	1 per 18 Stalls
26	Truck Parking Islands	158.04(D)(2)(d)2.b	1 per 10 Stalls	None
27	Parking Island adjacent to Truck Parking	158.04(D)(2)(d)2.b	Required	None
28	Island Size	158.04(D)(2)(d)2.b	7' Wide	400 SF
29	Foundation Area Landscaping	158.04(D)(2)(c)	5' Min. Width	Front Only
30	Trash Enclosure	158.04(E)(1)(a)	Masonry Wall	Masonry Wall or Faux Masonry Wall approved by the Village Inspector
31	Outside Storage Facilities (not including parking areas)	158.04(E)(1)(d)	Solid Wall or Fence	Wall or Fence
32				
33	Subdivision Requirements	Code Reference	Required	Approved Modifications
34	Sidewalk	155.048	Optional in M-1	8' Concrete Multi-use path on one side of road in the R.O.W. or Easement
35	Street ROW	155.045(D)	80'	66'
36	Retracted by applicant			
37	Permitted and Special Uses			Approved use departures to

			allow all M1, B2, B3, and B4 permitted and special uses plus gas station; retail; office; automotive, and warehouse; and motor truck terminal; and industrial manufacturing with onsite storage.
			•
38		157.150(V) parking stalls	None
39	Retracted by applicant		

SECTION 4: Conditions. Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the Village Code, the Zoning Ordinance or any other rights the Owner may have, the approvals granted in Sections 2, 3 and 4 of this Ordinance are hereby expressly subject to and contingent upon the conditions, concepts, restrictions, limitations, and provisions set forth in this Section 4 (collectively, the **"Conditions"**).

- Submission of the Final PUD Plan. Within the applicable timeframe provided in Section 157.254(A)(1) of the Zoning Ordinance, as modified as set forth in this Section 4.A, Owner must work diligently to do all work necessary to apply for and present to the Village a final planned unit development plan for the Property ("Final PUD Plan"), which must be in substantial conformance with the Preliminary PUD Plan, and otherwise comply with the provisions of the Zoning Ordinance, the Village Code, and the Conditions set forth in this Section. Once approved, the redevelopment, use, operation, and maintenance of the Property must comply with the ordinance approving the Final PUD Plan except for minor changes and site work approved in accordance with applicable Village ordinances and standards. If Owner has a minor change to the PUD pursuant to Section 157.248 of the Code, the Village Administrator or her designee may approve the minor change administratively. Notwithstanding the foregoing, the Preliminary PUD Plan, Preliminary Plat and Preliminary Engineering are hereby approved subject to final approval by the Illinois Department of Transportation ("IDOT") as to the proposed geometry of the proposed Rock Road / Route 68 intersection shown thereon. If IDOT requires changes to such of the proposed geometry of the proposed Rock Road / Route 68 intersection, such changes may be incorporated into the Final PUD Plan and the Final Plat and Final Engineering to the extent acceptable to the Village without the necessity of any further public hearings. Additionally, the 12month time period for approval of the Final Plat / Final PUD prescribed by Section 157.254(A)(1) of the Zoning Ordinance shall be measured from the date that IDOT gives its approval to the approved preliminary PUD.
- B. <u>Multi-Use Path.</u> Owner must include in the Final PUD Plan a multi-use path of concrete construction with a minimum width of 8 feet which shall be located within the Right of Way ("R.O.W.") of Rock Road from Illinois Route 68 extending south the entire length of Rock

Road to south line of Lot 1, with further extensions thereof to Highway 72 as additional PUD phases are approved leading south to Highway 72. Additionally, a multi-use path of the same width and construction shall be constructed starting at the north/south path along Rock Road at the easternmost point of Lot 3 of this subdivision, within the R.O.W. of Illinois Route 68 or dedicated easement adjacent to the R.O.W., and continuing west to the west line of said Lot 3 when said Lot 3 is developed. The said multi-use path shall be constructed and extended further west to the northerly extension of the easterly line of Bonnie Acres at its intersection with the southerly R.O.W. of Illinois Route 68 when the land adjacent to that portion of the southerly right-of-way of Route 68 is developed, as part of future PUD approvals. The multi-use path shall be constructed as set forth in **Exhibit E**, attached to this Ordinance and incorporated herewith, or as otherwise mutually agreed upon in writing between Owner and the Village. The Village will make best efforts to identify and procure any grants available in order to assist Owner in constructing or completing the Multi-Use Path; however, the Village does not guarantee the procurement of grants for this purpose.

- C. <u>Civil Engineer Review</u>. The Owner must comply with the review comments and recommendations outlined in the Civil Engineering Review Memo, consisting of four pages, and dated June 21, 2023, attached to and, by this reference, made a part of this Ordinance as **Exhibit F** ("**Engineering Review Memo**").
- D. <u>East Dundee Fire Protection District Review</u>. The Owner must address and comply with City Code-supported comments outlined in the East Dundee Fire Protection District's Review.
- E. <u>Fees and Security Guaranteeing Completion of Public Improvements</u>. The Owner or Applicant must pay/submit all applicable review and inspection fees and the required security guaranteeing completion of all public improvements prior to the recording of the ordinance approving the Final PUD Plan for the Proposed Development.
- F. <u>Permit for Lot 1 prior to Final Plat</u>. The development of proposed Lot 1 as shown on the Preliminary PUD Plan is approved (subject to the issuance of building permits) and may proceed following the adoption of this ordinance even if the Final PUD Plan and the Final Plat and Final Engineering have not yet been approved.
- **SECTION 5. Map Amendment**. The Village Board has determined that it is in the public interest and will tend to promote the public health, safety, morals, comfort, convenience and general welfare of the citizens of East Dundee, Illinois to amend the Zoning Map to reclassify the Property to M1 Limited Manufacturing District. The zoning classification for the Property is hereby changed to the M1 Limited Manufacturing District in its entirety.
- **SECTION 6.** Ordinance 22-21. The Pre-Development Parking Lot Waivers as set forth in Ordinance 22-21 shall stand and be unaffected by this Ordinance.
- **SECTION 7. Effect of Approvals.** The approvals documented in this Ordinance do not authorize the development or improvement of the Property in any manner other than what is approved through this Ordinance.
- **SECTION 8**: **Condition of Approvals**. The planned unit development approvals granted in this Ordinance (specifically, those contained in Sections 2, 3, and 4) are subject to the provisions of Section 157.254 of the Zoning Ordinance, as Section 157.254(A)(1) has been

modified in Section 4.A of this Ordinance, and any violation of which, including Sections 2, 3 and 4 of this Ordinance by the Owner is called a "Section 157.254 Violation". Upon the occurrence of an alleged Section 157.254 Violation, the Village Board may, with not less than 30 days advance written notice to the Owner of the specifics of the alleged Section 157.254 Violation, provide to the Owner an opportunity to be heard at a regular meeting of the Board of Trustees. If, following any such hearing, the Board finds that the Owner has in fact committed a Section 157.254 Violation, the Village Board may revoke the approvals granted in Sections 2, 3 and 4 of this Ordinance, and said Sections 2, 3, and 4 shall thereupon become null and void, or the Village Board may grant extensions as provided in said Section 157.254 of the Zoning Ordinance. Owner: (i) acknowledges that public notices and hearings have been held with respect to the adoption of this Ordinance; (ii) has considered the possibility of the revocation provided for in this Section 8 upon the finding by the Village Board that a Section 157.254 Violation has occurred; and (iii) agrees that the process prescribed in this Section 8 for revocation such do not violate the Owner's due process rights. Owner agrees not to challenge on procedural grounds any action by the Village Board that results in a revocation as aforesaid so long as the Village Board has followed the requirements of this Section 8, but Owner reserves the right to challenge any finding by the Board that a Section 157.254 Violation has occurred or the appropriateness of the remedy imposed by the Board.

SECTION 9: Amendments. Any amendment to any provision of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Ordinance as applicable to the affected items of relief.

SECTION 10: **Effective Date**. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

PASSED this	day of		_2023 pursuant to a roll call vote as
follows:			
AYES:			
NAYES:			
ABSENT:			
APPROVED by m			
ATTEST:	Jeffr	ey Lynam, \	Village President
Katherine Diehl, Village C	lerk		

EXHIBITS

Exhibit A – Legal Description of the Property

Exhibit B – Findings of Fact

Exhibit C – Preliminary PUD Site Plan

Exhibit D – Preliminary PUD Documents

Exhibit E - Multi-Use Path

Exhibit F – Engineering Review Memo

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

PIN: 03-24-276-007

PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 24: THENCE NORTH 00 DEGREES 17 MINUTES 02 SECONDS WEST, 492.84 FEET TO THE CENTERLINE OF PENNY ROAD FOR A POINT OF BEGINNING: THENCE NORTH 81 DEGREES 24 MINUTES 06 SECONDS WEST, ALONG SAID CENTERLINE, 342.94 FEET TO A POINT OF CURVATURE; THENCE CONTINUING ALONG SAID CENTERLINE, 343.04 FEET ALONG A TANGENTIAL CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1.908.00 FEET. A CHORD THAT BEARS NORTH 76 DEGREES 15 MINUTES 04 SECONDS WEST AND A CHORD OF 342.58 FEET TO A POINT OF TANGENCY; THENCE CONTINUING ALONG SAID CENTERLINE, NORTH 71 DEGREES 06 MINUTES 01 SECONDS WEST, TANGENT TO LAST DESCRIBED CURVE, 379.81 FEET TO A POINT OF TANGENCY; THENCE CONTINUING ALONG SAID CENTERLINE, 112.93 FEET ALONG A TANGENTIAL CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 13.634.89 FEET. A CHORD THAT BEARS NORTH 70 DEGREES 51 MINUTES 47 SECONDS WEST AND A CHORD OF 112.93 FEET TO THE EASTERLY LINE OF THE LANDS DESCRIBED IN DOCUMENT 2008K063994; THENCE NORTH 02 DEGREES 07 MINUTES 51 SECONDS EAST, ALONG SAID EASTERLY LINE, 75.30 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF ILLINOIS ROUTE 68, AS MONUMENTED AND OCCUPIED: THENCE NORTHEASTERLY, 501.88 FEET ALONG SAID SOUTHERLY RIGHT OF WAY LINE BEING A NON TANGENTIAL CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 4,327.46 FEET. A CHORD THAT BEARS NORTH 76 DEGREES 07 MINUTES 51 SECONDS EAST AND A CHORD OF 501.60 FEET TO A POINT OF TANGENCY; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY LINE, NORTH 72 DEGREES 46 MINUTES 11 SECONDS EAST, TANGENT TO LAST DESCRIBED CURVE, 674.98 FEET TO THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES 17 MINUTES 02 SECONDS EAST, ALONG SAID EAST LINE, 688.17 FEET TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

PIN: 03-24-276-008

THAT PART OF THE EAST 1/2 OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 24; THENCE SOUTH 89 DEGREES 30 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION, 1514.7 FEET; THENCE NORTH 2 DEGREES 06 MINUTES 0 SECONDS EAST 3006.4 FEET TO A POINT 451.1 SOUTHERLY, MEASURED ALONG THE LAST DESCRIBED LINE EXTENDED FROM THE SOUTHERLY LINE OF STATE ROUTE NO. 68; THENCE SOUTH 87 DEGREES 54 MINUTES 4 SECONDS EAST 234 FEET; THENCE NORTH 2 DEGREES 06 MINUTES 0 SECONDS EAST 478.9 TO THE SOUTHERLY LINE OF SAID STATE ROUTE 68; THENCE NORTHEASTERLY ALONG SAID SOUTHERLY LINE TO THE EAST LINE OF SAID SECTION; THENCE SOUTH ALONG SAID EAST LINE TO THE POINT OF BEGINNING; IN THE VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS,

EXCEPT THAT PART FALLING WITHIN THE SOUTHEAST QUARTER OF SAID SECTION 24 AND EXCEPT THAT PART FALLING NORTH OF THE SOUTH LINE OF PENNY ROAD, AS

OCCUPIED AND TRAVELED, IN THE VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS.

PINS: 03-24-276-005 & 03-24-276-006

THAT PART OF THE WEST HALF OF SECTION TWENTY-FOUR (24), TOWNSHIP FORTY-TWO (42) NORTH, RANGE EIGHT (8), EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS

FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF STATE ROUTE 63 WITH THE CENTER LINE OF STATE ROUTE 25; THENCE EASTERLY ALONG THE CENTER LINE OF STATE ROUTE 63, EIGHT HUNDRED SEVENTY-EIGHT AND 9/10THS (878.9) FEET FOR A PLACE OF BEGINNING; THENCE CONTINUING EASTERLY ALONG SAID CENTER LINE, ONE HUNDRED NINETY-SEVEN (197.0) FEET; THENCE SOUTH PARALLEL WITH THE CENTER LINE OF STATE ROUTE 25, THREE HUNDRED SIXTY-SEVEN AND 4/10THS (367.4) FEET; THENCE WEST ALONG A LINE THAT FORMS AN ANGLE OF NINETY (90) DEGREES 00 MINUTEST THE RIGHT, WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, ONE HUNDRED NINETY-FOUR AND 4/10THS (194.4) FEET; THENCE NORTH PARALLEL WITH THE CENTER LINE OF ROUTE 25, THREE HUNDRED FORTY-TWO AND 9/10THS (342. 9) FEET TO THE PLACE OF BEGINNING, EXCEPT THAT PART LYING WITHIN STATE ROUTE 63; SITUATED IN THE TOWNSHIP OF DUNDEE, COUNTY OF KANE, IN THE STATE OF ILLINOIS.

PIN: 03-24-400-008

THAT PART OF THE EAST 1/2 OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 24; THENCE SOUTH 89 DEGREES 30 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION, 1514.7 FEET; THENCE NORTH 2 DEGREES 06 MINUTES 0 SECONDS EAST 3006.4 FEET TO A POINT 451.1 SOUTHERLY, MEASURED ALONG THE LAST DESCRIBED LINE EXTENDED FROM THE SOUTHERLY LINE OF STATE ROUTE NO. 68; THENCE SOUTH 87 DEGREES 54 MINUTES 4 SECONDS EAST 234 FEET; THENCE NORTH 2 DEGREES 06 MINUTES 0 SECONDS EAST 478.9 TO THE SOUTHERLY LINE OF SAID STATE ROUTE 68; THENCE NORTHEASTERLY ALONG SAID SOUTHERLY LINE TO THE EAST LINE OF SAID SECTION; THENCE SOUTH ALONG SAID EAST LINE TO THE POINT OF BEGINNING; IN THE VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS,

EXCEPT THAT PART FALLING SOUTHERLY OF THE NORTH 593.44 FEET OF THAT PART OF THE EAST 1/2 OF SECTION 24 AND ALSO PART OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 24; THENCE SOUTH 00 DEGREES 11 MINUTES 38 SECONDS EAST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 25, 192.05 FEET TO THE NORTHEAST CORNER OF LOT 1 IN ROCKY ROAD POWER SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 19, 1999 AS DOCUMENT 1999KK018491; THENCE SOUTH 89 DEGREES 48 MINUTES 23 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 1 IN ROCKY ROAD POWER SUBDIVISION, 670.00 FEET TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 00 DEGREES 11 MINUTES 37 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 1015.58 FEET TO THE SOUTHWEST CORNER THEREOF, SAID CORNER BEING ON THE NORTH LINE OF ROCK ROAD DRIVE; THENCE NORTH 75 DEGREES 43 MINUTES 09 SECONDS WEST ALONG THE NORTH

LINE OF ROCK ROAD DRIVE. 295.02 FEET: THENCE SOUTH 89 DEGREES 46 MINUTES 28 SECONDS WEST ALONG THE NORTH LINE OF ROCK ROAD DRIVE, 33.00 FEET TO A POINT ON THE EAST LINE OF PREMISES CONVEYED TO JAMES K. SMITH BY DEED RECORDED FEBRUARY 7, 1881 IN BOOK 200, PAGE 253 AS DOCUMENT 13594; THENCE NORTH 00 DEGREES 13 MINUTES 32 SECONDS WEST ALONG THE EAST LINE OF PREMISES CONVEYED TO JAMES K. SMITH, 1130.46 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 24, SAID POINT BEING 989.3 FEET WESTERLY OF, AS MEASURED ALONG SAID SOUTH LINE OF THE SOUTHEAST QUARTER, THE SOUTHEAST CORNER OF SAID SECTION 24; THENCE SOUTH 89 DEGREES 30 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 24, 525.4 FEET; THENCE NORTH 02 DEGREES 06 MINUTES 00 SECONDS EAST, 1406.05 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 05 SECONDS EAST, 1455.55 FEET TO THE EAST LINE OF SAID SECTION 24; THENCE SOUTH ALONG SAID EAST LINE, 1396.70 FEET TO THE POINT OF BEGINNING AND EXCEPT THAT PART FALLING WITHIN THE NORTHEAST QUARTER OF SECTION 24. IN THE VILLAGE OF EAST DUNDEE. KANE COUNTY, ILLINOIS.

PIN: 03-24-177-007

THE EAST 150.0 FEET, MORE OR LESS, OF THAT PART OF SECTION 24, TOWNSHIP 42, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN. DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 24: THENCE ON AN ASSUMED BEARING OF SOUTH 89 DEGREES 30 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 24 A DISTANCE OF 592.02 FEET: THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 3,303.56 FEET TO THE SOUTHERLY LINE OF ILLINOIS STATE ROUTE 68, DUNDEE ROAD (SBI ROUTE 63) ACCORDING TO THE PLAT THEREOF RECORDED APRIL 12. 1929 AS DOCUMENT NO. 321472 FOR THE POINT OF BEGINNING: THENCE NORTH 85 DEGREES 09 MINUTES 48 SECONDS EAST ALONG THE SOUTHERLY LINE OF SAID ROUTE 68, BEING A CURVE TO THE LEFT, HAVING A RADIUS OF 4,347.28 FEET, A DISTANCE OF 222.06 FEET TO A LINE DRAWN NORTH 2 DEGREES 00 MINUTES 16 SECONDS EAST (NORTH 2 DEGREES 06 MINUTES RECORD) FROM A POINT ON THE SOUTH LINE OF SAID SECTION, 1,514.7 FEET WEST OF THE SOUTHEAST CORNER OF SAID SECTION 24; THENCE SOUTH 2 DEGREES 00 MINUTES 16 SECONDS WEST, ALONG SAID LINE, A DISTANCE OF 1,629.26 FEET; THENCE NORTH 72 DEGREES 02 MINUTES 18 SECONDS WEST, A DISTANCE 2,887.22 FEET TO A POINT 66 FEET EASTERLY OF AND NORMALLY DISTANT FROM THE EASTERLY LINE OF BONNIE ACRES ACCORDING TO THE PLAT THEREOF RECORDED JULY 26, 1956 AS DOCUMENT NO. 813020; THENCE NORTH 00 DEGREES 07 MINUTES 47 SECONDS WEST, ALONG A LINE 66 FEET EASTERLY OF AND PARALLEL WITH THE EASTERLY LINE OF SAID BONNIE ACRES, A DISTANCE OF 489.10 FEET TO THE SOUTHERLY LINE OF SAID ROUTE 68. BEING A CURVE TO THE RIGHT HAVING A RADIUS OF 10.061.06 FEET A DISTANCE OF 340.92 FEET; THENCE NORTH 85 DEGREES 09 MINUTES 48 SECONDS EAST ALONG THE SOUTHERLY LINE OF SAID ROUTE 68, A DISTANCE OF 599.32 FEET TO THE POINT OF BEGINNING, IN THE VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS.

EXHIBIT B

FINDINGS OF FACT

EXHIBIT C

Preliminary PUD Site Plan

EXHIBIT D

PRELIMINARY PUD DOCUMENTS

EXHIBIT E MULTI-USE PATH DESIGN SPECIFICATIONS

EXHIBIT F

ENGINEERING REVIEW MEMO

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

PIN: 03-24-276-007

PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 24; THENCE NORTH 00 DEGREES 17 MINUTES 02 SECONDS WEST, 492.84 FEET TO THE CENTERLINE OF PENNY ROAD FOR A POINT OF BEGINNING; THENCE NORTH 81 DEGREES 24 MINUTES 06 SECONDS WEST, ALONG SAID CENTERLINE, 342.94 FEET TO A POINT OF CURVATURE; THENCE CONTINUING ALONG SAID CENTERLINE, 343.04 FEET ALONG A TANGENTIAL CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1,908.00 FEET, A CHORD THAT BEARS NORTH 76 DEGREES 15 MINUTES 04 SECONDS WEST AND A CHORD OF 342.58 FEET TO A POINT OF TANGENCY; THENCE CONTINUING ALONG SAID CENTERLINE, NORTH 71 DEGREES 06 MINUTES 01 SECONDS WEST, TANGENT TO LAST DESCRIBED CURVE, 379.81 FEET TO A POINT OF TANGENCY; THENCE CONTINUING ALONG SAID CENTERLINE, 112.93 FEET ALONG A TANGENTIAL CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 13,634.89 FEET, A CHORD THAT BEARS NORTH 70 DEGREES 51 MINUTES 47 SECONDS WEST AND A CHORD OF 112.93 FEET TO THE EASTERLY LINE OF THE LANDS DESCRIBED IN DOCUMENT 2008K063994: THENCE NORTH 02 DEGREES 07 MINUTES 51 SECONDS EAST, ALONG SAID EASTERLY LINE, 75.30 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF ILLINOIS ROUTE 68, AS MONUMENTED AND OCCUPIED; THENCE NORTHEASTERLY, 501.88 FEET ALONG SAID SOUTHERLY RIGHT OF WAY LINE BEING A NON TANGENTIAL CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 4,327.46 FEET, A CHORD THAT BEARS NORTH 76 DEGREES 07 MINUTES 51 SECONDS EAST AND A CHORD OF 501.60 FEET TO A POINT OF TANGENCY; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY LINE, NORTH 72 DEGREES 46 MINUTES 11 SECONDS EAST, TANGENT TO LAST DESCRIBED CURVE, 674.98 FEET TO THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES 17 MINUTES 02 SECONDS EAST, ALONG SAID EAST LINE, 688.17 FEET TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

PIN: 03-24-276-008

THAT PART OF THE EAST 1/2 OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 24; THENCE SOUTH 89 DEGREES 30 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION, 1514.7 FEET; THENCE NORTH 2 DEGREES 06 MINUTES 0 SECONDS EAST 3006.4 FEET TO A POINT 451.1 SOUTHERLY, MEASURED ALONG THE LAST DESCRIBED LINE EXTENDED FROM THE SOUTHERLY LINE OF STATE ROUTE NO. 68; THENCE SOUTH 87 DEGREES 54 MINUTES 4 SECONDS EAST 234 FEET; THENCE NORTH 2 DEGREES 06 MINUTES 0 SECONDS EAST 478.9 TO THE SOUTHERLY LINE OF SAID STATE ROUTE 68; THENCE NORTHEASTERLY ALONG SAID SOUTHERLY LINE TO

THE EAST LINE OF SAID SECTION; THENCE SOUTH ALONG SAID EAST LINE TO THE POINT OF BEGINNING; IN THE VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS,

EXCEPT THAT PART FALLING WITHIN THE SOUTHEAST QUARTER OF SAID SECTION 24 AND EXCEPT THAT PART FALLING NORTH OF THE SOUTH LINE OF PENNY ROAD, AS OCCUPIED AND TRAVELED, IN THE VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS.

PINS: 03-24-276-005 & 03-24-276-006

THAT PART OF THE WEST HALF OF SECTION TWENTY-FOUR (24), TOWNSHIP FORTY-TWO (42) NORTH, RANGE EIGHT (8), EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS

FOLLOWS: COMMENCING AT THE INTERSECT!ON OF THE CENTER LINE OF STATE ROUTE 63 WITH THE CENTER LINE OF STATE ROUTE 25; THENCE EASTERLY ALONG THE CENTER LINE OF STATE ROUTE 63, EIGHT HUNDRED SEVENTY-EIGHT AND 9/10THS (878.9) FEET FOR A PLACE OF BEGINNING; THENCE CONTINUING EASTERLY ALONG SAID CENTER LINE, ONE HUNDRED NINETY-SEVEN (197.0) FEET; THENCE SOUTH PARALLEL WITH THE CENTER LINE OF STATE ROUTE 25, THREE HUNDRED SIXTY-SEVEN AND 4/10THS (367.4) FEET; THENCE WEST ALONG A LINE THAT FORMS AN ANGLE OF NINETY (90) DEGREES 00 MINUTEST THE RIGHT, WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, ONE HUNDRED NINETY-FOUR AND 4/10THS (194.4) FEET; THENCE NORTH PARALLEL WITH THE CENTER LINE OF ROUTE 25, THREE HUNDRED FORTY-TWO AND 9/10THS (342.9) FEET TO THE PLACE OF BEGINNING, EXCEPT THAT PART LYING WITHIN STATE ROUTE 63; SITUATED IN THE TOWNSHIP OF DUNDEE, COUNTY OF KANE, IN THE STATE OF ILLINOIS.

PIN: 03-24-400-008

THAT PART OF THE EAST 1/2 OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 24; THENCE SOUTH 89 DEGREES 30 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION, 1514.7 FEET; THENCE NORTH 2 DEGREES 06 MINUTES 0 SECONDS EAST 3006.4 FEET TO A POINT 451.1 SOUTHERLY, MEASURED ALONG THE LAST DESCRIBED LINE EXTENDED FROM THE SOUTHERLY LINE OF STATE ROUTE NO. 68; THENCE SOUTH 87 DEGREES 54 MINUTES 4 SECONDS EAST 234 FEET; THENCE NORTH 2 DEGREES 06 MINUTES 0 SECONDS EAST 478.9 TO THE SOUTHERLY LINE OF SAID STATE ROUTE 68; THENCE NORTHEASTERLY ALONG SAID SOUTHERLY LINE TO THE EAST LINE OF SAID SECTION; THENCE SOUTH ALONG SAID EAST LINE TO THE POINT OF BEGINNING; IN THE VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS,

EXCEPT THAT PART FALLING SOUTHERLY OF THE NORTH 593.44 FEET OF THAT PART OF THE EAST 1/2 OF SECTION 24 AND ALSO PART OF THE NORTHEAST

QUARTER OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 24; THENCE SOUTH 00 DEGREES 11 MINUTES 38 SECONDS EAST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 25, 192.05 FEET TO THE NORTHEAST CORNER OF LOT 1 IN ROCKY ROAD POWER SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 19, 1999 AS DOCUMENT 1999KK018491; THENCE SOUTH 89 DEGREES 48 MINUTES 23 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 1 IN ROCKY ROAD POWER SUBDIVISION, 670.00 FEET TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 00 DEGREES 11 MINUTES 37 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 1015.58 FEET TO THE SOUTHWEST CORNER THEREOF, SAID CORNER BEING ON THE NORTH LINE OF ROCK ROAD DRIVE; THENCE NORTH 75 DEGREES 43 MINUTES 09 SECONDS WEST ALONG THE NORTH LINE OF ROCK ROAD DRIVE, 295.02 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES 28 SECONDS WEST ALONG THE NORTH LINE OF ROCK ROAD DRIVE, 33.00 FEET TO A POINT ON THE EAST LINE OF PREMISES CONVEYED TO JAMES K. SMITH BY DEED RECORDED FENRUARY 7, 1881 IN BOOK 200, PAGE 253 AS DOCUMENT 13594; THENCE NORTH 00 DEGREES 13 MINUTES 32 SECONDS WEST ALONG THE EAST LINE OF PREMISES CONVEYED TO JAMES K. SMITH, 1130.46 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 24, SAID POINT BEING 989.3 FEET WESTERLY OF, AS MEASURED ALONG SAID SOUTH LINE OF THE SOUTHEAST QUARTER, THE SOUTHEAST CORNER OF SAID SECTION 24; THENCE SOUTH 89 DEGREES 30 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 24, 525.4 FEET; THENCE NORTH 02 DEGREES 06 MINUTES 00 SECONDS EAST, 1406.05 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 05 SECONDS EAST, 1455.55 FEET TO THE EAST LINE OF SAID SECTION 24; THENCE SOUTH ALONG SAID EAST LINE, 1396.70 FEET TO THE POINT OF BEGINNING AND EXCEPT THAT PART FALLING WITHIN THE NORTHEAST OUARTER OF SECTION 24, IN THE VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS.

PIN: 03-24-177-007

THE EAST 150.0 FEET, MORE OR LESS, OF THAT PART OF SECTION 24, TOWNSHIP 42, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 24; THENCE ON AN ASSUMED BEARING OF SOUTH 89 DEGREES 30 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 24 A DISTANCE OF 592.02 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 3,303.56 FEET TO THE SOUTHERLY LINE OF ILLINOIS STATE ROUTE 68, DUNDEE ROAD (SBI ROUTE 63) ACCORDING TO THE PLAT THEREOF RECORDED APRIL 12, 1929 AS DOCUMENT NO. 321472 FOR THE POINT OF BEGINNING; THENCE NORTH 85 DEGREES 09 MINUTES 48 SECONDS EAST ALONG THE SOUTHERLY LINE OF SAID ROUTE 68, BEING A CURVE TO THE LEFT, HAVING A RADIUS OF 4,347.28 FEET, A DISTANCE OF 222.06 FEET TO A LINE DRAWN NORTH

2 DEGREES 00 MINUTES 16 SECONDS EAST (NORTH 2 DEGREES 06 MINUTES RECORD) FROM A POINT ON THE SOUTH LINE OF SAID SECTION, 1,514.7 FEET WEST OF THE SOUTHEAST CORNER OF SAID SECTION 24; THENCE SOUTH 2 DEGREES 00 MINUTES 16 SECONDS WEST, ALONG SAID LINE, A DISTANCE OF 1,629.26 FEET; THENCE NORTH 72 DEGREES 02 MINUTES 18 SECONDS WEST, A DISTANCE 2,887.22 FEET TO A POINT 66 FEET EASTERLY OF AND NORMALLY DISTANT FROM THE EASTERLY LINE OF BONNIE ACRES ACCORDING TO THE PLAT THEREOF RECORDED JULY 26, 1956 AS DOCUMENT NO. 813020; THENCE NORTH 00 DEGREES 07 MINUTES 47 SECONDS WEST, ALONG A LINE 66 FEET EASTERLY OF AND PARALLEL WITH THE EASTERLY LINE OF SAID BONNIE ACRES, A DISTANCE OF 489.10 FEET TO THE SOUTHERLY LINE OF SAID ROUTE 68, BEING A CURVE TO THE RIGHT HAVING A RADIUS OF 10,061.06 FEET A DISTANCE OF 340.92 FEET; THENCE NORTH 85 DEGREES 09 MINUTES 48 SECONDS EAST ALONG THE SOUTHERLY LINE OF SAID ROUTE 68, A DISTANCE OF 599.32 FEET TO THE POINT OF BEGINNING, IN THE VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS.

EXHIBIT B

FINDINGS OF FACT



Planning and Zoning & Historic Commission Meeting

Findings of Fact – Planned Unit Development ("PUD")

Property Location: A request to rezone and establish a new PUD for Pal Land, LLC and Pal Land II,

LLC located in the M1 and/or M2 and/or R1 and/or B3 Zoning Districts

Hearing Date:

July 6, 2023

Staff has determined the below findings of fact for the PZHC's consideration and review:

- A. Does the proposed PUD meet the conditions for approval under Section 157.249 of the East Dundee Municipal Zoning Code? (Yes / No): \(\frac{1}{2}\)
 - 1. Conditions for Approval:
 - a. In what respect does the design of the PUD meet the requirements and design standards of the development standards and design criteria (see 157.250)?

The proposed use matches the code requirements under 157,250 condition on the approved proposed variations.

b. The extent to which the proposed plan deviates and/or requires waivers of the bulk regulations in the zoning ordinance and how the modifications in design standards from the subdivision control regulation fulfil the intent of those regulations.

The proposed PUD matches the existing surrounding of the nearby 2007 PUD.

c. The extent of the public benefit produced by the PUD, such as but not limited to, the adequacy of common open spaces and/or public recreational facilities provided; sufficient control over vehicular traffic; provision of public services; provision and protection of the reasonable enjoyment of land.

N/A not residential development; however, vehicle traffic would be improved due to a improved traffic intersection.

d. The relationship and compatibility, beneficial or adverse, of the PUD to the adjacent properties and nearby land uses.

The proposed PUD matches the existing surrounding of the nearby 2007 PUD.

e. The extent to which the PUD fulfills the objectives of the future planning objectives or other planning policies of the Village.

The proposed PUD matches the existing industrial use of the area.

- f. The PZHC finds that the PUD satisfactorily meets the standards for special use as defined in 157.224? (Yes / No?): Yes
 - The special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.
 Yes.
 - ii. The establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.

Yes

iii. Adequate utilities, access roads, drainage or necessary facilities have been or

will be provided.

Yes.

iv. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

Yes

v. The special use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the President and Board of Trustees pursuant to recommendations of the PZHC.

Yes.

B. Development Standards and Design Criteria – Does the proposed PUD meet the standards and criteria as set forth under Section 157.250 the East Dundee Municipal Zoning Code? (Yes / No?):

- 1. Development Standards and Design Criteria:
 - a. Density—The density, minimum lot size and minimum setback dimension for each use proposed within a PUD shall be determined by the conventional zoning classification which would permit the proposed use unless a variance is specifically requested as part of the special use request.
 - No. The side yards fronting a street, side yards and rear yards are proposed to be varied from the M-1 zoning district requirements.
 - b. PUDs may be comprised of a single-type of land use or a mixture of land uses when applicable and when different intensity of land uses are appropriately buffered or separated.
 - Yes. The proposed use may single-type or mixed use as controlled by the proposed subdivision.
 - c. The use(s) proposed shall be consistent with those listed as allowable uses in the respective zoning districts.
 - No. The petitioner has requested additional uses as part of the PUD submittal.
 - d. The uses listed as special uses in the zoning district in which the development is located may be allowed.

Yes

- e. The PZHC may recommend and the Village Board may approve access to a dwelling by a
 driveway or pedestrian walk easement. Off street parking facilities for such dwelling shall
 be located not more than 200 feet from the dwelling served.
 N/A
- f. The PZHC may also recommend and the Village Board may approve yards of lesser widths or depths than require for permitted uses in the zoning classification which the planned development is including, provided that:
 - i. Those protective covenants are recorded with perpetual access easements and off-street parking spaces for use by the residents of the dwellings served: N/A

- ii. That spacing between buildings shall be consistent with the application of recognized site planning principles for securing a unified development and that due consideration is given to the openness normally afforded by intervening streets and alleys. Yes, as part of designated subdivision developments.
- iii. The yards for principal buildings along the periphery of the development shall not be less in width or depth than required for permitted uses in the district in which the planned unit development is included and the plan is developed to afford adequate protection to neighboring properties (i.e. fire protection and sufficient area needed for utility easements), as recommended by the PZHC and approved by the Village Board. No, due to reduced building setbacks proposed reduction, however, the Applicant is the owner the adjacent properties other than the ComEd R.O.W.
- C. Do the variations requested in the PUD meet the standards to be applied for variations pursuant to Section 157.207 of the East Dundee Municipal Zoning Code? (Yes/No?):
 - 1. Variation Standards:
 - a. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in that zoning district?
 - b. The plight of the owner is due to unique circumstances; and
 - c. The variation, if granted, will not alter the essential character of the locality. Yes

Based on the information contained in the application and the testimony and evidence presented at the public hearing, the Planning and Zoning & Historic Commission voted on the approval of these findings of fact and the requested planned unit development resulting in the following vote:

 $\begin{array}{c|c} \underline{5} \quad \text{ayes} \quad \underline{\bigcirc} \quad \text{nayes} \quad \underline{\bigcirc} \quad \text{abstain} \\ \\ \text{Date:} \quad \underline{\boxed{7/6/26\, 23}} \\ \\ \text{Signature:} \quad \underline{\boxed{} \quad } \\ \end{array}$

Chair, Planning and Zoning & Historic Commission

EXHIBIT C

Preliminary PUD Site Plan



GRAPHICAL SCALE (FEET)

Bearings referenced to the Illinois State Plane Coordinate System, East Zone (1201).

LEGEND OF LINES

PARCEL BOUNDARY RIGHT-OF-WAY CENTER OF RIGHT-OF-WAY ADJACENT BOUNDARY SECTION LINE

> (180.00') RECORD DIMENSION 180.00' MEASURED DIMENSION

BUILDING SETBACK

SITE DATA				
PARKING REQUIRED	70 STALLS (1 STALL PER EVERY TWO EMPLOYEES			
TRAILER PARKING	96 STALLS			
CAR PARKING PROVIDED	50 STALLS (INCLUDING 2 ADA STALLS)			
TOTAL PARKING PROVIDED	146 STALLS			

AREA SUMMARY						
LOT	SQFT	ACRES	PERCENT(%)			
1	330,666	7.5910	22.8			
2	365,871	8.3992	25.3			
3	215,778	4.9536	14.9			
4	209,262	4.8040	14.4			
5	152,442	3.4996	10.5			
ROW	175,777	4.0353	12.1			
TOTAL	1,449,796	33.2827	100.0			

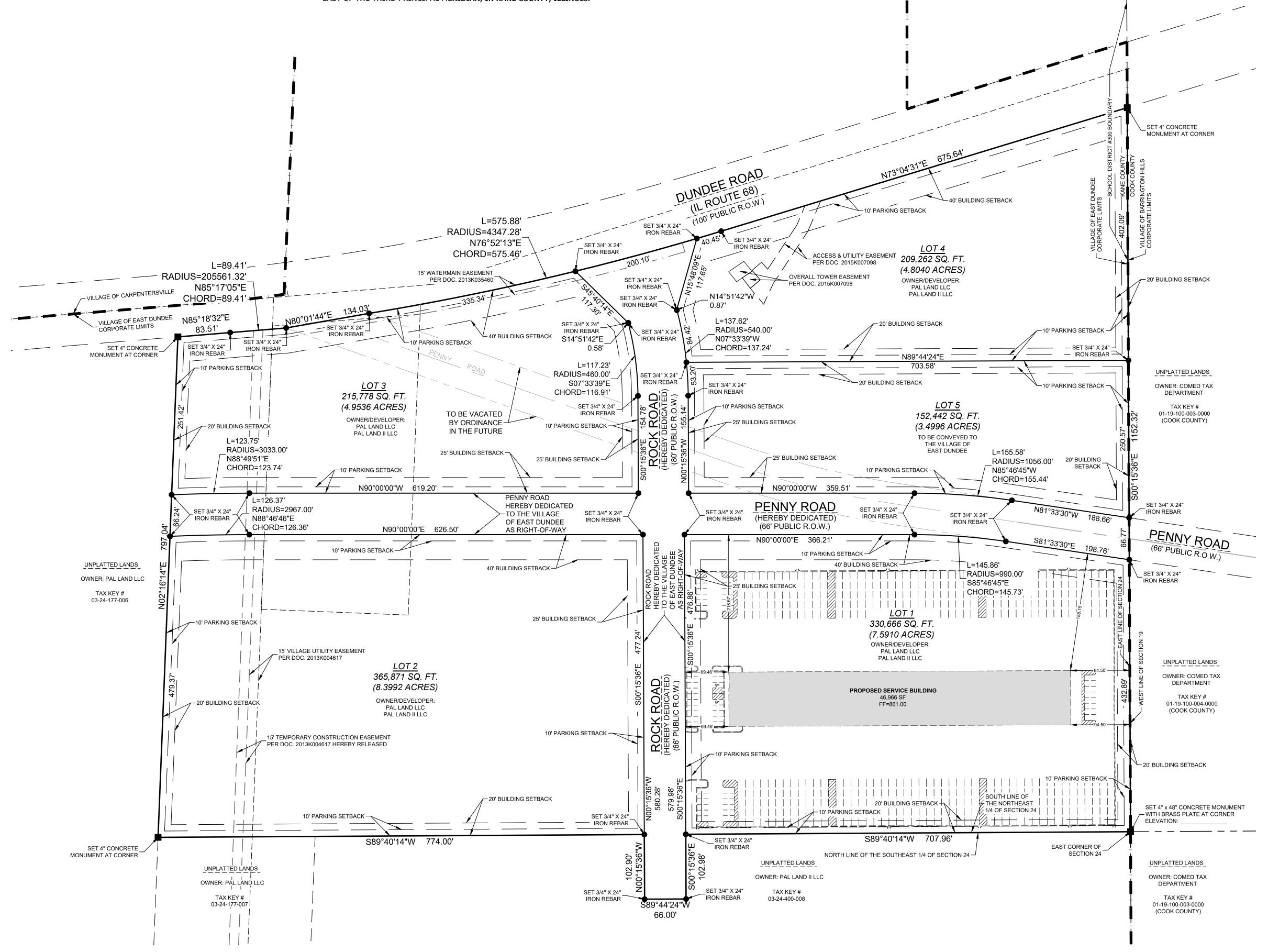
GENERAL NOTES

- Field work completed on November 08, 2022.
- 2. All dimensions are measured dimensions, record dimensions are shown parenthetically. The boundaries of
- the parcels as described form a mathematically closed figure.
- No discrepancies, conflicts, shortages in area, gaps, strips, gores or errors in boundary lines exist.
- Stormwater Detention has been provided offsite for Lots 1-4. Onsite Stormwater Detention will be required for the development of Lot 5.

PRELIMINARY P.U.D. PLAN

TERRA BUSINESS PARK - PHASE II

EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS.





TERRA BUSINESS PARK - PHASE II LOCATION: IL ROUTE 68, EAST DUNDEE, IL

PRELIMINARY P.U.D. PLAN

REVISIONS

PIN: 03-24-177-007-0000

03-24-276-006-0000 03-24-276-008-0000 03-24-276-005-0000

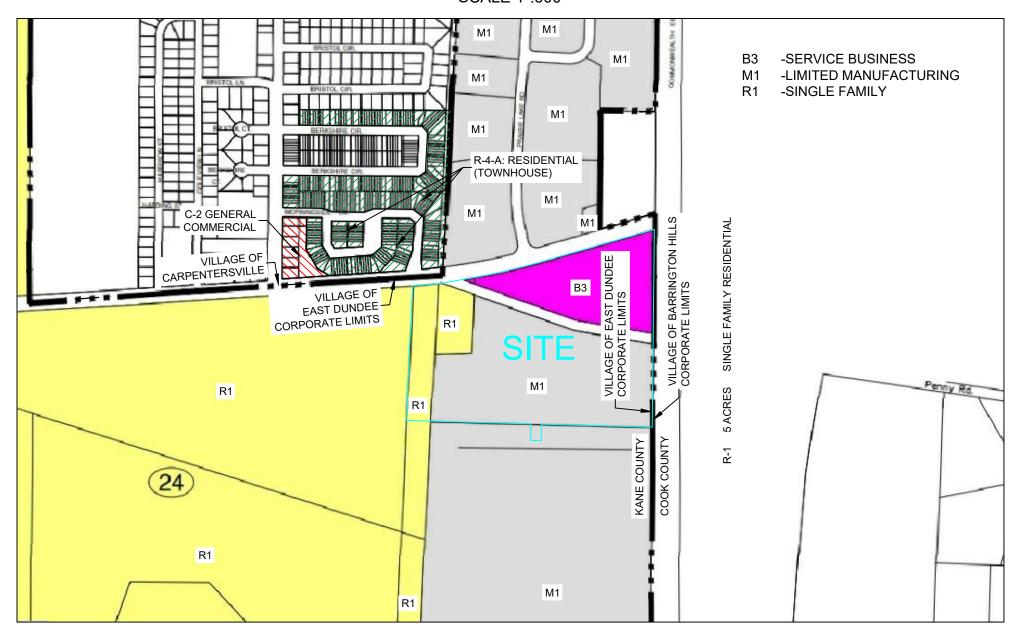
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PRELIMINARY P.U.D. PLAN

TERRA BUSINESS PARK - PHASE II

EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS.

ZONING MAP



VICINITY MAP



Minimum Lot size	18,000 SQ. FT.	No departure
Maximum Lot Size	None	No departure
Minimum Lot Width	100 ft.	No departure
Minimum Floor Area	5,000 sq.ft.	No departure
Maximum Floor Area Ratio	1.5	No departure
Maximum Building Height	35 ft.+ the height of any rooftop screening/parapet	Departure from fixed 35 ft.
Front Yard Building Setback	40 ft.	No departure
Side Yard	25 ft. in all cases	Departure from 25 ft. to 20 ft. for interior side yards: side yards along streets remain at 25 ft.
Rear Yard	20 ft. in all cases	Departure from 40 ft. except along alley/railroad ROW
Parking Setback	10 ft. from all Lot lines	
Required off-street parking	As per Village Code	No departure
Max. Lot Coverage	Limited by Floor Area Ratio, setbacks, and parking requirements	No departure
Gross floor area for all non-residential buildings	Based on total lot are of 849,481, and a 1.5 max. floor area ration, the max. gross floor area will be 1,274,221.5 sq. ft	No departure
Non-Residential Intensity	It is anticipated that the PUD will eventually be fully built out with industrial and / or commercial buildings with no common area open space other than the required yards on each lot	No departure
Maximum Impervious Surface Coverage		Per Stormwater Management Report: 95%

- The cell tower existing on Lot 4 may be relocated or removed
- Setbacks for building and parking on any particular lot as shown on the PUD Plan are subject to modification by the Village Board at the request of such lot owner without the need for the consent of any other lot owner.
- The proposed extension of Rock Road north of Penny Road and the connection thereof to Dundee Road (collectively, the "Rock Road Extension to Dundee Road"), with the corresponding vacation of exiting Penny Road west of the proposed Rock Road extension with the conveyance of that vacated right-of-way to the developer without charge (collectively, the "Penny Road Vacation") are subject to modification and / or approval as required by the Illinois Department of Transportation ("IDOT Approval"), and until such IDOT Approval is received, there shall be no dedication of the Rock Road Extension to Dundee Road, and no Penny Road Vacation unless otherwise agreed by the Village and the Developer. Changes required by IDOT and approved by the Village Engineer may be incorporated in the Final PUD Plan without the need for further public hearings.
- 4) No modification to this Final PUD Plan (and no public hearings) shall be required as to the development of any of Lots 2, 3, 4, or 5 so long as the proposed development complies with Village ordinance 2023-_____ approving this PUD for Terra Business Park Phase II.

SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT I, PAUL A. KUBICEK, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED, SUBDIVIDED AND PLATTED FOR THE OWNERS THEREOF THE FOLLOWING DESCRIBED PROPERTY:

LOTS 1 THOUGH 5 IN TERRA BUSINESS PARK - PHASE II, BEING A RESUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST CORNER OF SECTION 24; THENCE SOUTH 89 DEGREES 40 MINUTES 14 SECONDS WEST, 707.96 FEET; THENCE SOUTH 00 DEGREES 15 MINUTES 36 SECONDS EAST, 102.98 FEET; THENCE SOUTH 89 DEGREES 44 MINUTES 24 SECONDS WEST, 66.00 FEET; THENCE NORTH 00 DEGREES 15 MINUTES 36 SE4CONDS WEST, 102.90 FEET; THENCE SOUTH 89 DEGREES 40 MINUTES 14 SECONDS WEST, 774.00 FEET; THENCE NORTH 02 DEGREES 16 MINUTES 14 SECONDS EAST, 797.04 FEET TO THE SOUTH LINE OF SAID DUNDEE ROAD - IL ROUTE 68; THENCE THE FOLLOWING COURSES ALONG SAID RIGHT-OF-WAY LINE OF

NORTH 85 DEGREES 18 MINUTES 32 SECONDS EAST, 83.51 FEET TO THE POINT ON A CURVE;

EASTERLY 89.41 FEET ALONG THE ARC OF A CURVE TO THE LEFT, WHOSE RADIUS IS 205,561.32 FEET AND WHOSE CHORD BEARS NORTH 85 DEGREES 17 MINUTES 05 SECONDS EAST, 89.41 FEET; NORTH 80 DEGREES 01 MINUTES 44 SECONDS EAST, 134.03 FEET;

NORTHEASTERLY 575.88 FEET ALONG THE ARC OF A CURVE TO THE LEFT, WHOSE RADIUS IS 4347.28 FEET

AND WHOSE CHORD BEARS NORTH 76 DEGREES 52 MINUTES 13 SECONDS EAST, 575.46 FEET; NORTH 73 DEGREES 04 MINUTES 31 SECONDS EAST, 675.64 FEET TO A POINT ON THE EAST LINE OF SAID

NORTHEAST 1/4 OF SECTION 24; THENCE SOUTH 00 DEGREES 15 MINUTES 36 SECONDS EAST ALONG SAID SECTION LINE, 1152.32 FEET TO THE POINT OF BEGINNING.

CONTAINING 33.1268 ACRES, MORE OR LESS.

I FURTHER CERTIFY THAT IRON STAKES HAVE BEEN SET AT ALL LOT CORNERS, POINTS OF CURVATURE AND TANGENCY, EXCEPT WHERE CONCRETE MONUMENTS ARE INDICATED, AND THAT THE PLAT HEREON DRAWN CORRECTLY REPRESENTS SAID SURVEY AND SUBDIVISION. ALL DIMENSIONS ARE GIVEN IN U.S. FEET AND DECIMAL PARTS THEREOF.

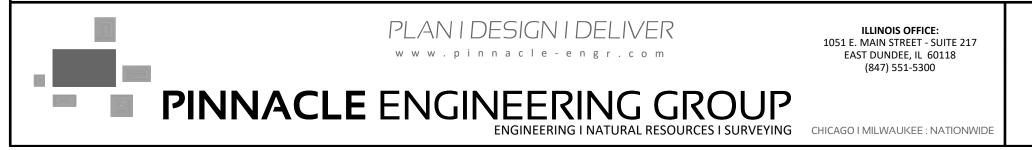
I FURTHER CERTIFY THAT THE FOREGOING PROPERTY FALLS WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF EAST DUNDEE, AND I FURTHER CERTIFY THAT NO PART OF SAID PROPERTY IS SITUATED WITHIN A FLOOD HAZARD AREA, AS PER NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 17089C0157H, EFFECTIVE DATE AUGUST 3, 2009 AND 17089C0159H, EFFECTIVE DATE AUGUST 3, 2009.

DATED AT EAST DUNDEE, ILLINOIS, THIS 06th DAY OF JANUARY, 2023.

PAUL A. KUBICEK, ILLINOIS PROFESSIONAL LAND SURVEYOR 035-003296 EXPIRES 11/30/2024

PINNACLE ENGINEERING GROUP, LLC #184006289-0010

EXPIRES 04/30/2025



TERRA BUSINESS PARK - PHASE II LOCATION: IL ROUTE 68, EAST DUNDEE, IL

PRELIMINARY P.U.D. PLAN

REVIS	IONS	11.40	DAT	2023	KGD	SHEET
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		JOB No.	PΜ	0	.E FTED BY	OF
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EXHIBIT D

PRELIMINARY PUD DOCUMENTS

STORM WATER EVALUATION

Storm Sewer Improvements Rock Road Business Park Building No. 1, Penny Road, & Utility Extension East Dundee, Illinois 60118

Prepared For:
PAL LAND LLC
201 Christina Drive
East Dundee, Illinois 60118

Prepared By:

Pinnacle Engineering Group

Brian Johnson, P.E., CPESC 1051 E. Main Street, Suite 217 East Dundee, IL 60118 847-551-5300 brian.johnson@pinnacle-engr.com

> PEG Job No. 1411.40-IL January 6, 2023 Revised: March 17, 2023 Revised: April 28, 2023



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SECTION 1: INTRODUCTION & SITE LOCATION

The owner of the subject property will be developing the area into the Rock Road Business Park. The improvements subject of this report include the extension of Rock Road to Dundee Road (IL Route 68), the realignment and extension of Penny Road, development of parcels of property for two (2) retail developments along Dundee Road, and two (2) new service buildings. The improvements also include a parcel of land, north of Penny Road, to be given to the Village of East Dundee for their use. This parcel is not included in the storm sewer sizing analysis as that parcel drains to the east. A proposed sanitary sewer service extension and connection to the existing sanitary sewer manhole on the south side of Dundee Road and just to the east of Vista Lane is also included with these engineering plans.

SECTION 2: EXISTING CONDITIONS

The entire site has ground surface composed of gravel and asphalt grindings. Runoff from the site is currently directed to a central excavated area, a northeast stormwater pond, Palumbo Lake, and offsite areas refer to Appendix A for an aerial of the subject area of development. The central excavated area and the northeast stormwater pond will be filled in as part of the "Rock Road Business Park" plans by Pinnacle Engineering Group dated June 7, 2022.

SECTION 3: PROPOSED CONDITIONS

Storm sewer for this development is proposed to collect runoff from a portion of the western extension of Penny Road, future Rock Road, the proposed new service building on the east side of Rock Road and the two (2) retail parcels along Dundee Road and route this runoff to discharge into Lake Palumbo to the west. The storm sewer will be conveyed to the lake via the storm sewer that was designed and approved with the "Rock Road Business Park" plans by Pinnacle Engineering Group dated June 7, 2022.

A runoff coefficient of 0.35 is used for pervious surfaces and 0.90 is used for impervious surfaces for sizing the storm sewer. These values were used to develop the composite C-values for the individual drainage areas for the outfall storm sewer sizing. See the proposed drainage exhibit in Appendix B and Storm Sewer Calculations for the storm sewer for reference.

The existing Palumbo Lake acts a Best Management Practice as it does not have a storm sewer outfall. The lake discharges via infiltration into the ground and through the air via evapotranspiration. However, the developer will also be utilizing natural plantings in the drainage swales that convey the runoff from the parking lots and other paved areas prior to entering the storm sewer. There will also be a pre-treatment basin sized (refer to Appendix E for calculations) for the entire development and is located at the storm sewer outfall with a sediment trap that will treat the water before it discharges to the lake.

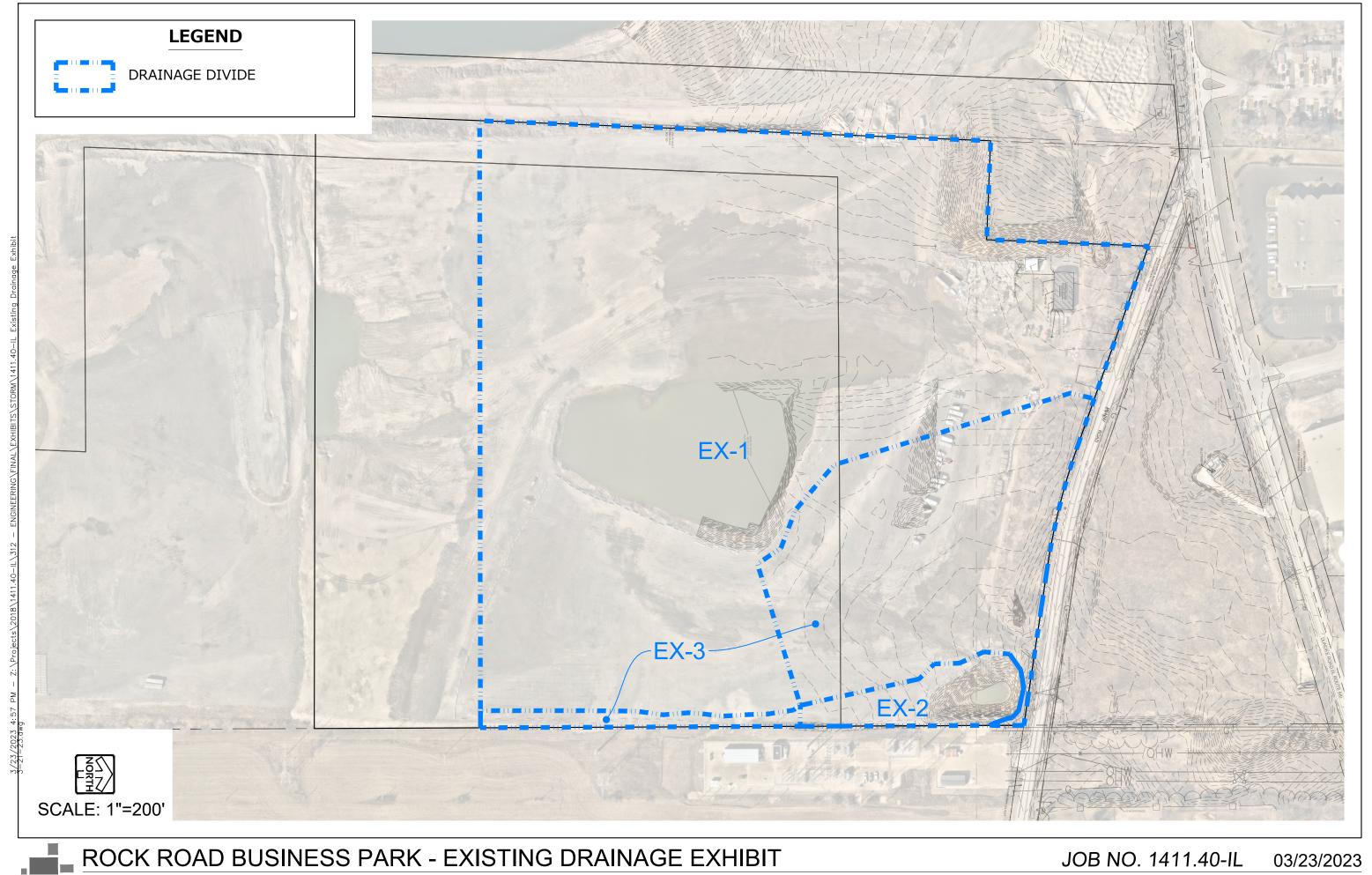
Appendix A – Site Location Map

(Source: Google Earth)





Appendix B – Existing Drainage Exhil	bit	Exh	iage	Drair	Existing	B -	pendix	ıαA
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Appendix C – Existing Conditions HydroCAD Model

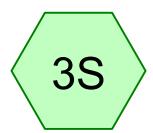
Existing Conditions Model





DA EX-1

DA EX-2





DA EX-3 0 (not calc'd)

DA EX-4





DA NE area (between Penny & Dundee)

Penny Rd









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Rainfall Events Listing (selected events)

Event#	Event	Storm Type	Curve	Mode	Duration	B/B	Depth	AMC
	Name				(hours)		(inches)	
1	75 100-yr, 24 hr	Huff 0-10sm	3Q	Scale	24.00	1	8.57	2

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Area Listing (all nodes)

Area	CN	Description
(acres)		(subcatchment-numbers)
65.030	87	(1S)
0.160	84	50-75% Grass cover, Fair, HSG D (5S)
23.660	96	Gravel surface, HSG D (2S, 4S, 5S, 6S)
0.690	98	Paved parking, HSG D (6S)
89.540	89	TOTAL AREA

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Soil Listing (all nodes)

Area	Soil	Subcatchment
(acres)	Group	Numbers
0.000	HSG A	
0.000	HSG B	
0.000	HSG C	
24.510	HSG D	2S, 4S, 5S, 6S
65.030	Other	1S
89.540		TOTAL AREA

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Ground Covers (all nodes)

 HSG-A (acres)	HSG-B (acres)	HSG-C (acres)	HSG-D (acres)	Other (acres)	Total (acres)	Ground Cover	Subcatchment Numbers
 0.000	0.000	0.000	0.000	65.030	65.030		1S
0.000	0.000	0.000	0.160	0.000	0.160	50-75% Grass cover, Fair	5S
0.000	0.000	0.000	23.660	0.000	23.660	Gravel surface	2S, 4S,
							5S, 6S
0.000	0.000	0.000	0.690	0.000	0.690	Paved parking	6S
0.000	0.000	0.000	24.510	65.030	89.540	TOTAL AREA	

1411.40-IL Ex Huff 0-10sm 3Q scaled to 24.00 hrs 75 100-yr, 24 hr Rainfall=8.57", Smoothing=On Printed 3/8/2023

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Time span=0.00-73.00 hrs, dt=0.05 hrs, 1461 points Runoff by SCS TR-20 method, UH=SCS, Weighted-CN Reach routing by Stor-Ind method - Pond routing by Stor-Ind method

Subcatchment1S: DA EX-1 Runoff Area=65.030 ac 0.00% Impervious Runoff Depth=7.01"

Flow Length=997' Tc=10.0 min CN=87 Runoff=58.38 cfs 37.964 af

Subcatchment2S: DA EX-2 Runoff Area=1.340 ac 0.00% Impervious Runoff Depth=8.09"

Flow Length=408' Tc=10.0 min CN=96 Runoff=1.26 cfs 0.903 af

Subcatchment3S: DA EX-3 0 (not calc'd)

Runoff=0.00 cfs 0.000 af

Subcatchment4S: DA EX-4 Runoff Area=0.600 ac 0.00% Impervious Runoff Depth=8.09"

Flow Length=40' Slope=0.0500 '/' Tc=10.0 min CN=96 Runoff=0.56 cfs 0.404 af

Subcatchment5S: DA NE area (between Runoff Area=9.530 ac 0.00% Impervious Runoff Depth=8.09"

Flow Length=1,033' Tc=10.0 min CN=96 Runoff=8.96 cfs 6.424 af

Subcatchment6S: Penny Rd Runoff Area=13.040 ac 5.29% Impervious Runoff Depth=8.09"

Flow Length=1,013' Tc=10.0 min CN=96 Runoff=12.26 cfs 8.791 af

Total Runoff Area = 89.540 ac Runoff Volume = 54.487 af Average Runoff Depth = 7.30" 99.23% Pervious = 88.850 ac 0.77% Impervious = 0.690 ac HydroCAD® 10.20-2g s/n 07894 © 2022 HydroCAD Software Solutions LLC

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Summary for Subcatchment 1S: DA EX-1

Runoff = 58.38 cfs @ 15.70 hrs, Volume= 37.964 af, Depth= 7.01" Routed to nonexistent node 2P

_	Area	(ac) C	N Desc	cription		
*	65.	.030 8	37			
	65.	.030	100.	00% Pervi	ous Area	
	Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
	2.4	268	0.0240	1.84	, ,	Sheet Flow,
						Smooth surfaces n= 0.011 P2= 3.34"
	4.5	729	0.0180	2.72		Shallow Concentrated Flow,
						Paved Kv= 20.3 fps
_	3.1					Direct Entry, adj to 10 min. (min.)
	10.0	997	Total			

Hydrograph for Subcatchment 1S: DA EX-1

8.57

8.57

8.57

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8.57

Precip. Excess

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7.01

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7.01 7.01

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7.01

7.01

7.01

7.01

(inches) (inches)

Runoff

(cfs)

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0.00

Time

(hours) 52.00

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54.00

55.00

56.00

57.00

58.00

59.00

60.00

61.00

62.00

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64.00

65.00

66.00

67.00

68.00

69.00

70.00

71.00

72.00

73.00

Time (hours) (inches) (inches) (inches) Excess (inches) Runoff (cfs) 0.00 0.00 0.00 0.00 1.00 0.09 0.00 0.00 2.00 0.30 0.00 0.00 3.00 0.52 0.03 3.03 4.00 0.74 0.10 5.45 5.00 0.96 0.20 7.17 6.00 1.17 0.32 8.43 7.00 1.42 0.48 11.68 8.00 1.71 0.69 13.83 9.00 2.00 0.91 14.74 10.00 2.30 1.14 16.23 11.00 2.64 1.43 20.20 12.00 3.05 1.78 24.33 13.00 3.51 2.19 28.55 14.00 4.11 2.74 42.26 15.00 4.97 3.54 55.19 16.00 5.88 4.40 55.22 17.00 6.61 5.1				_
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Summary for Subcatchment 2S: DA EX-2

Runoff = 1.26 cfs @ 15.69 hrs, Volume= 0.903 af, Depth= 8.09"

Area	(ac) C	N Desc	cription		
1.	.340 9	6 Grav	el surface	, HSG D	
1.	.340	100.	00% Pervi	ous Area	
Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
2.8	229	0.0120	1.35		Sheet Flow,
					Smooth surfaces n= 0.011 P2= 3.34"
0.4	179	0.1460	7.76		Shallow Concentrated Flow,
					Paved Kv= 20.3 fps
6.8					Direct Entry, adj to 10 min. (min.)
10.0	408	Total			

Hydrograph for Subcatchment 2S: DA EX-2

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Time (hours)	Precip. (inches)	Excess (inches)	Runoff (cfs)
0.00	0.00	0.00	0.00
1.00	0.09	0.00	0.00
2.00	0.30	0.08	0.15
3.00	0.52	0.22	0.22
4.00	0.74	0.40	0.25
5.00	0.96	0.59	0.26
6.00	1.17	0.79	0.27
7.00	1.42	1.02	0.34
8.00	1.71	1.30	0.37
9.00	2.00	1.58	0.38
10.00	2.30	1.86	0.40
11.00	2.64	2.20	0.48
12.00	3.05	2.60	0.57
13.00	3.51	3.06	0.65
14.00	4.11	3.65	0.94
15.00	4.97	4.50	1.20
16.00	5.88	5.41	1.19
17.00	6.61	6.13	0.87
18.00	7.13	6.66	0.62
19.00	7.51	7.03	0.45
20.00	7.78	7.30	0.34
21.00	8.00	7.53	0.29
22.00	8.22	7.74	0.27
23.00	8.38	7.90	0.20
24.00	8.57	8.09	0.28
25.00	8.57	8.09	0.00
26.00	8.57	8.09	0.00
27.00	8.57	8.09	0.00
28.00	8.57	8.09	0.00
29.00	8.57	8.09	0.00
30.00	8.57	8.09	0.00
31.00	8.57	8.09	0.00
32.00	8.57	8.09	0.00
33.00	8.57	8.09	0.00
34.00	8.57	8.09	0.00
35.00	8.57	8.09	0.00
36.00	8.57	8.09	0.00
37.00	8.57	8.09	0.00
38.00	8.57	8.09	0.00
39.00	8.57	8.09	0.00
40.00	8.57	8.09	0.00
41.00	8.57	8.09	0.00
42.00	8.57	8.09	0.00
43.00	8.57	8.09	0.00
44.00	8.57	8.09	0.00
45.00	8.57	8.09	0.00
46.00	8.57	8.09	0.00
47.00	8.57	8.09	0.00
48.00	8.57	8.09	0.00
49.00	8.57	8.09	0.00
50.00	8.57	8.09	0.00
51.00	8.57	8.09	0.00

Time	Precip.	Excess	Runoff
(hours)	(inches)	(inches)	(cfs)
52.00	8.57	8.09	0.00
53.00	8.57	8.09	0.00
54.00	8.57	8.09	0.00
55.00	8.57	8.09	0.00
56.00	8.57	8.09	0.00
57.00	8.57	8.09	0.00
58.00	8.57	8.09	0.00
59.00	8.57	8.09	0.00
60.00	8.57	8.09	0.00
61.00	8.57	8.09	0.00
62.00	8.57	8.09	0.00
63.00	8.57	8.09	0.00
64.00	8.57	8.09	0.00
65.00	8.57	8.09	0.00
66.00	8.57	8.09	0.00
67.00	8.57	8.09	0.00
68.00	8.57	8.09	0.00
69.00	8.57	8.09	0.00
70.00	8.57	8.09	0.00
71.00	8.57	8.09	0.00
72.00	8.57	8.09	0.00
73.00	8.57	8.09	0.00

1411.40-IL Ex Huff 0-10sm 3Q scaled to 24.00 hrs 75 100-yr, 24 hr Rainfall=8.57", Smoothing=On Prepared by Pinnacle Engineering Group Printed 3/8/2023 HydroCAD® 10.20-2g s/n 07894 © 2022 HydroCAD Software Solutions LLC Page 11

Summary for Subcatchment 3S: DA EX-3 0 (not calc'd)

[40] Hint: Not Described (Area=0)

Runoff = 0.00 cfs @ 0.00 hrs, Volume= 0.000 af, Depth= 0.00"

Hydrograph for Subcatchment 3S: DA EX-3 0 (not calc'd)

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Time (hours)	Precip. (inches)	Excess (inches)	Runoff (cfs)
0.00	0.00	0.00	0.00
1.00	0.09	0.00	0.00
2.00	0.30	0.00	0.00
3.00	0.52	0.00	0.00
4.00	0.74	0.00	0.00
5.00	0.96	0.00	0.00
6.00	1.17	0.00	0.00
7.00	1.42	0.00	0.00
8.00	1.71	0.00	0.00
9.00	2.00	0.00	0.00
10.00	2.30	0.00	0.00
11.00	2.64	0.00	0.00
12.00	3.05	0.00	0.00
13.00	3.51	0.00	0.00
14.00	4.11	0.00	0.00
15.00	4.97	0.00	0.00
16.00	5.88	0.00	0.00
17.00	6.61	0.00	0.00
18.00	7.13	0.00	0.00
19.00	7.51	0.00	0.00
20.00	7.78	0.00	0.00
21.00	8.00	0.00	0.00
22.00	8.22	0.00	0.00
23.00	8.38	0.00	0.00
24.00	8.57	0.00	0.00
25.00	8.57	0.00	0.00
26.00	8.57	0.00	0.00
27.00	8.57	0.00	0.00
28.00	8.57	0.00	0.00
29.00	8.57	0.00	0.00
30.00	8.57	0.00	0.00
31.00	8.57	0.00	0.00
32.00	8.57	0.00	0.00
33.00	8.57	0.00	0.00
34.00	8.57	0.00	0.00
35.00	8.57	0.00	0.00
36.00	8.57	0.00	0.00
37.00	8.57	0.00	0.00
38.00	8.57	0.00	0.00
39.00	8.57	0.00	0.00
40.00	8.57	0.00	0.00
41.00	8.57	0.00	0.00
42.00	8.57	0.00	0.00
43.00	8.57	0.00	0.00
44.00	8.57	0.00	0.00
45.00	8.57	0.00	0.00
46.00	8.57	0.00	0.00
47.00	8.57	0.00	0.00
48.00	8.57	0.00	0.00
49.00	8.57	0.00	0.00
50.00	8.57	0.00	0.00
51.00	8.57	0.00	0.00

Time	Precip.	Excess	Runoff
(hours)	(inches)	(inches)	(cfs)
52.00	8.57	0.00	0.00
53.00	8.57	0.00	0.00
54.00	8.57	0.00	0.00
55.00	8.57	0.00	0.00
56.00	8.57	0.00	0.00
57.00	8.57	0.00	0.00
58.00	8.57	0.00	0.00
59.00	8.57	0.00	0.00
60.00	8.57	0.00	0.00
61.00	8.57	0.00	0.00
62.00	8.57	0.00	0.00
63.00	8.57	0.00	0.00
64.00	8.57	0.00	0.00
65.00	8.57	0.00	0.00
66.00	8.57	0.00	0.00
67.00	8.57	0.00	0.00
68.00	8.57	0.00	0.00
69.00	8.57	0.00	0.00
70.00	8.57	0.00	0.00
71.00	8.57	0.00	0.00
72.00	8.57	0.00	0.00
73.00	8.57	0.00	0.00

Summary for Subcatchment 4S: DA EX-4

Runoff = 0.56 cfs @ 15.69 hrs, Volume= 0.404 af, Depth= 8.09"

	Area	(ac) C	N Desc	cription		
0.600 96 Gravel surface, HSG D 0.600 100.00% Pervious Area					, HSG D	
					ous Area	
	Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
	0.4	40	0.0500	1.69		Sheet Flow,
						Smooth surfaces n= 0.011 P2= 3.34"
	9.6					Direct Entry, adj to 10 min. (min.)
	10.0	40	Total			

Hydrograph for Subcatchment 4S: DA EX-4

Time (hours)	Precip. (inches)	Excess (inches)	Runoff (cfs)
0.00	0.00	0.00	0.00
1.00	0.09	0.00	0.00
2.00	0.30	0.08	0.07
3.00	0.52	0.22	0.10
4.00	0.74	0.40	0.11
5.00	0.96	0.59	0.12
6.00	1.17	0.79	0.12
7.00	1.42	1.02	0.15
8.00	1.71	1.30	0.17
9.00	2.00	1.58	0.17
10.00	2.30	1.86	0.18
11.00	2.64	2.20	0.22
12.00	3.05	2.60	0.25
13.00	3.51	3.06	0.29
14.00	4.11	3.65	0.42
15.00	4.97	4.50	0.54
16.00	5.88	5.41	0.53
17.00	6.61	6.13	0.39
18.00 19.00	7.13 7.51	6.66 7.03	0.28 0.20
20.00	7.78	7.03	0.20
21.00	8.00	7.53	0.13
22.00	8.22	7.74	0.12
23.00	8.38	7.90	0.09
24.00	8.57	8.09	0.13
25.00	8.57	8.09	0.00
26.00	8.57	8.09	0.00
27.00	8.57	8.09	0.00
28.00	8.57	8.09	0.00
29.00	8.57	8.09	0.00
30.00	8.57	8.09	0.00
31.00	8.57	8.09	0.00
32.00	8.57	8.09	0.00
33.00	8.57	8.09	0.00
34.00 35.00	8.57 8.57	8.09 8.09	0.00 0.00
36.00	8.57	8.09	0.00
37.00	8.57	8.09	0.00
38.00	8.57	8.09	0.00
39.00	8.57	8.09	0.00
40.00	8.57	8.09	0.00
41.00	8.57	8.09	0.00
42.00	8.57	8.09	0.00
43.00	8.57	8.09	0.00
44.00	8.57	8.09	0.00
45.00	8.57	8.09	0.00
46.00	8.57	8.09	0.00
47.00	8.57 9.57	8.09	0.00
48.00 49.00	8.57 8.57	8.09 8.09	0.00 0.00
50.00	8.57	8.09	0.00
51.00	8.57	8.09	0.00

Time	Precip.	Excess	Runoff
(hours)	(inches)	(inches)	(cfs)
52.00	8.57	8.09	0.00
53.00	8.57	8.09	0.00
54.00	8.57	8.09	0.00
55.00	8.57	8.09	0.00
56.00	8.57	8.09	0.00
57.00	8.57	8.09	0.00
58.00	8.57	8.09	0.00
59.00	8.57	8.09	0.00
60.00	8.57	8.09	0.00
61.00	8.57	8.09	0.00
62.00	8.57	8.09	0.00
63.00	8.57	8.09	0.00
64.00	8.57	8.09	0.00
65.00	8.57	8.09	0.00
66.00	8.57	8.09	0.00
67.00	8.57	8.09	0.00
68.00	8.57	8.09	0.00
69.00	8.57	8.09	0.00
70.00	8.57	8.09	0.00
71.00	8.57	8.09	0.00
72.00	8.57	8.09	0.00
73.00	8.57	8.09	0.00

Summary for Subcatchment 5S: DA NE area (between Penny & Dundee)

Runoff = 8.96 cfs @ 15.69 hrs, Volume= 6.424 af, Depth= 8.09"

Area	(ac) C	N Desc	cription		
0.	160 8	34 50-7	5% Grass	cover, Fair	r, HSG D
9.	370 9	6 Grav	el surface	, HSG D	
9.	530 9		ghted Aver		
9.	530	100.	00% Pervi	ous Area	
Тс	Length	Slope	Velocity	Capacity	Description
(min)	(feet)	(ft/ft)	(ft/sec)	(cfs)	·
1.2	220	0.0910	3.02		Sheet Flow,
					Smooth surfaces n= 0.011 P2= 3.34"
5.0	813	0.0180	2.72		Shallow Concentrated Flow, generally gravel
					Paved Kv= 20.3 fps
3.8					Direct Entry, adj to 10 min. (min.)
10.0	1,033	Total			

Hydrograph for Subcatchment 5S: DA NE area (between Penny & Dundee)

Drocin	Evenes	Dunoff	Ιī
(inches)	(inches)	(cfs)	(hc
0.00	0.00	0.00	5
			5 5
0.52	0.22	1.55	5
			5 5
1.17	0.79	1.92	5
			5 6
2.00	1.58	2.69	6
	1.86	2.85	6
3.05	2.20	4.03	6 6
3.51	3.06	4.61	6
			6 6
5.88	5.41	8.45	6
6.61 7.13			6 7
7.51	7.03	3.19	7
			7 7
8.22	7.74	1.94	'
8.57	8.09	0.00	
8.57	8.09	0.00	
8.57	8.09	0.00	
8.57	8.09	0.00	
8.57	8.09	0.00	
8.57	8.09	0.00	
8.57	8.09	0.00	
8.57	8.09	0.00	
8.57	8.09	0.00	
8.57 8.57	8.09	0.00	
8.57	8.09	0.00	
8.5 <i>1</i> 8.57			
8.57	8.09	0.00	
	0.00 0.09 0.30 0.52 0.74 0.96 1.17 1.42 1.71 2.00 2.64 3.05 3.51 4.11 4.97 5.88 6.61 7.13 7.51 7.78 8.00 8.22 8.38 8.57 8.57 8.57 8.57 8.57 8.57 8.57 8.5	(inches) (inches) 0.00 0.00 0.09 0.00 0.30 0.08 0.52 0.22 0.74 0.40 0.96 0.59 1.17 0.79 1.42 1.02 1.71 1.30 2.00 1.58 2.30 1.86 2.64 2.20 3.05 2.60 3.51 3.06 4.11 3.65 4.97 4.50 5.88 5.41 6.61 6.13 7.13 6.66 7.51 7.03 7.78 7.30 8.00 7.53 8.57 8.09 8.57 8.09 8.57 8.09 8.57 8.09 8.57 8.09 8.57 8.09 8.57 8.09 8.57 8.09 8.57 8.09 <td< td=""><td>(inches) (cfs) 0.00 0.00 0.00 0.09 0.00 0.00 0.30 0.08 1.09 0.52 0.22 1.55 0.74 0.40 1.75 0.96 0.59 1.86 1.17 0.79 1.92 1.42 1.02 2.43 1.71 1.30 2.67 2.00 1.58 2.69 2.30 1.86 2.85 2.64 2.20 3.44 3.05 2.60 4.03 3.51 3.06 4.61 4.11 3.65 6.69 4.97 4.50 8.56 5.88 5.41 8.45 6.61 6.13 6.18 7.13 6.66 4.44 7.51 7.03 3.19 7.78 7.30 2.41 8.00 7.53 2.08 8.57 8.09 0.00</td></td<>	(inches) (cfs) 0.00 0.00 0.00 0.09 0.00 0.00 0.30 0.08 1.09 0.52 0.22 1.55 0.74 0.40 1.75 0.96 0.59 1.86 1.17 0.79 1.92 1.42 1.02 2.43 1.71 1.30 2.67 2.00 1.58 2.69 2.30 1.86 2.85 2.64 2.20 3.44 3.05 2.60 4.03 3.51 3.06 4.61 4.11 3.65 6.69 4.97 4.50 8.56 5.88 5.41 8.45 6.61 6.13 6.18 7.13 6.66 4.44 7.51 7.03 3.19 7.78 7.30 2.41 8.00 7.53 2.08 8.57 8.09 0.00

Time	Precip.	Excess	Runoff
(hours)	(inches)	(inches)	(cfs)
52.00	8.57	8.09	0.00
53.00	8.57	8.09	0.00
54.00	8.57	8.09	0.00
55.00	8.57	8.09	0.00
56.00	8.57	8.09	0.00
57.00	8.57	8.09	0.00
58.00	8.57	8.09	0.00
59.00	8.57	8.09	0.00
60.00	8.57	8.09	0.00
61.00	8.57	8.09	0.00
62.00	8.57	8.09	0.00
63.00	8.57	8.09	0.00
64.00	8.57	8.09	0.00
65.00	8.57	8.09	0.00
66.00	8.57	8.09	0.00
67.00	8.57	8.09	0.00
68.00	8.57	8.09	0.00
69.00	8.57	8.09	0.00
70.00	8.57	8.09	0.00
71.00	8.57	8.09	0.00
72.00	8.57	8.09	0.00
73.00	8.57	8.09	0.00

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Summary for Subcatchment 6S: Penny Rd

Runoff = 12.26 cfs @ 15.69 hrs, Volume= 8.791 af, Depth= 8.09"

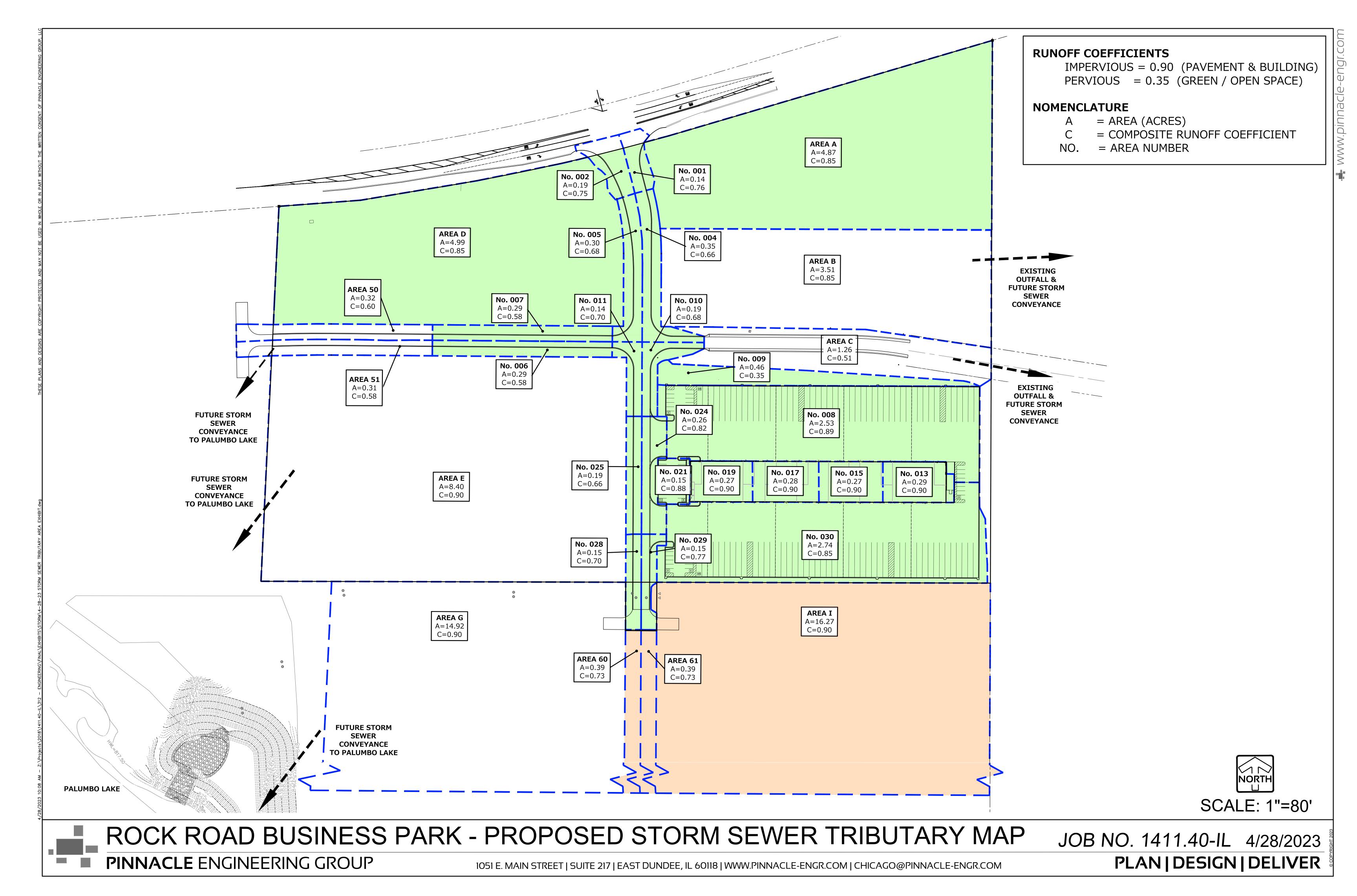
	Area	(ac) C	N Des	cription		
0.690 98 Paved parking, HSG D 12.350 96 Gravel surface, HSG D					, HSG D	
					, HSG D	
13.040 96 Weighted Average					age	
	12.	350	94.7	1% Pervio	us Area	
	0.	690	5.29	% Impervi	ous Area	
	Тс	Length	Slope	Velocity	Capacity	Description
	(min)	(feet)	(ft/ft)	(ft/sec)	(cfs)	
	2.1	253	0.0310	2.02		Sheet Flow, gravel area
						Smooth surfaces n= 0.011 P2= 3.34"
	4.7	760	0.0180	2.72		Shallow Concentrated Flow, gravel & ditch
						Paved Kv= 20.3 fps
	3.2					Direct Entry, adj to 10 min. (min.)
	10.0	1.013	Total			

Hydrograph for Subcatchment 6S: Penny Rd

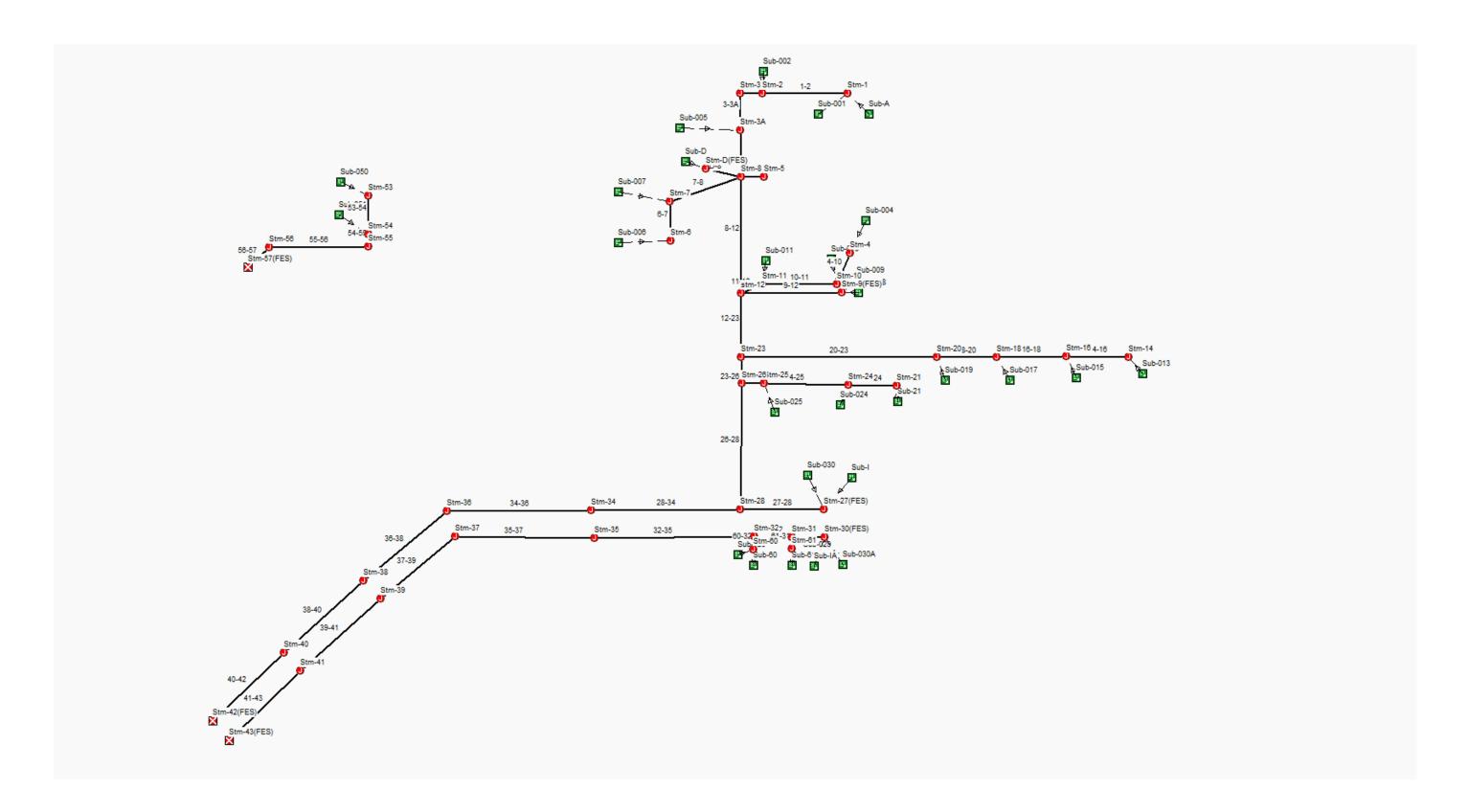
Time (hours)	Precip. (inches)	Excess (inches)	Runoff (cfs)
0.00	0.00	0.00	0.00
1.00	0.09	0.00	0.00
2.00	0.30	0.08	1.50
3.00	0.52	0.22	2.12
4.00	0.74	0.40	2.40
5.00	0.96	0.59	2.55
6.00 7.00	1.17 1.42	0.79 1.02	2.63 3.32
8.00	1.71	1.30	3.65
9.00	2.00	1.58	3.69
10.00	2.30	1.86	3.90
11.00	2.64	2.20	4.70
12.00	3.05	2.60	5.51
13.00	3.51	3.06	6.31
14.00	4.11	3.65	9.15
15.00 16.00	4.97 5.88	4.50 5.41	11.72 11.56
17.00	6.61	6.13	8.45
18.00	7.13	6.66	6.07
19.00	7.51	7.03	4.36
20.00	7.78	7.30	3.29
21.00	8.00	7.53	2.85
22.00	8.22	7.74	2.66
23.00 24.00	8.38 8.57	7.90 8.09	1.96 2.73
25.00	8.57	8.09	0.00
26.00	8.57	8.09	0.00
27.00	8.57	8.09	0.00
28.00	8.57	8.09	0.00
29.00	8.57	8.09	0.00
30.00 31.00	8.57 8.57	8.09 8.09	0.00 0.00
32.00	8.57	8.09	0.00
33.00	8.57	8.09	0.00
34.00	8.57	8.09	0.00
35.00	8.57	8.09	0.00
36.00	8.57	8.09	0.00
37.00	8.57	8.09	0.00
38.00 39.00	8.57	8.09	0.00
40.00	8.57 8.57	8.09 8.09	0.00 0.00
41.00	8.57	8.09	0.00
42.00	8.57	8.09	0.00
43.00	8.57	8.09	0.00
44.00	8.57	8.09	0.00
45.00	8.57	8.09	0.00
46.00	8.57 9.57	8.09	0.00
47.00 48.00	8.57 8.57	8.09 8.09	0.00 0.00
49.00	8.57	8.09	0.00
50.00	8.57	8.09	0.00
51.00	8.57	8.09	0.00

Time	Precip.	Excess	Runoff
(hours)	(inches)	(inches)	(cfs)
52.00	8.57	8.09	0.00
53.00	8.57	8.09	0.00
54.00	8.57	8.09	0.00
55.00	8.57	8.09	0.00
56.00	8.57	8.09	0.00
57.00	8.57	8.09	0.00
58.00	8.57	8.09	0.00
59.00	8.57	8.09	0.00
60.00	8.57	8.09	0.00
61.00	8.57	8.09	0.00
62.00	8.57	8.09	0.00
63.00	8.57	8.09	0.00
64.00	8.57	8.09	0.00
65.00	8.57	8.09	0.00
66.00	8.57	8.09	0.00
67.00	8.57	8.09	0.00
68.00	8.57	8.09	0.00
69.00	8.57	8.09	0.00
70.00	8.57	8.09	0.00
71.00	8.57	8.09	0.00
72.00	8.57	8.09	0.00
73.00	8.57	8.09	0.00

Appendix D – Proposed Drainag	e Exhibit
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Appendix E – Storm Sewer Calculations



Project Description

Project Options

Flow Units	CFS
Elevation Type	Elevation
Hydrology Method	Rational
Time of Concentration (TOC) Method	User-Defined
Link Routing Method	Hydrodynamic
Enable Overflow Ponding at Nodes	YES
Skip Steady State Analysis Time Periods	

Analysis Options

Start Analysis On	Feb 13, 2019	00:00:00
End Analysis On	Feb 14, 2019	00:00:00
Start Reporting On	Feb 13, 2019	00:00:00
Antecedent Dry Days	0	days
Runoff (Dry Weather) Time Step	0 01:00:00	days hh:mm:ss
Runoff (Wet Weather) Time Step	0 00:05:00	days hh:mm:ss
Reporting Time Step	0 00:05:00	days hh:mm:ss
Routing Time Step	30	seconds

Number of Elements

	Qty
Rain Gages	. 0
Subbasins	29
Nodes	45
Junctions	42
Outfalls	3
Flow Diversions	0
Inlets	0
Storage Nodes	0
Links	42
Channels	0
Pipes	42
Pumps	
Orifices	
Weirs	0
Outlets	0
Pollutants	
Land Uses	0

Rainfall Details

Subbasin Summary

SN Subbasin	Area	Weighted	Total	Total	Total	Peak	Time of
ID			Rainfall	Runoff	Runoff	Runoff	Concentration
		Coefficient			Volume		
	(ac)		(in)	(in)	(ac-in)	(cfs)	(days hh:mm:ss)
1 Sub-001	0.14	0.7600	1.39	1.06	0.15	0.59	0 00:15:00
2 Sub-002	0.19	0.7500	1.39	1.04	0.20	0.79	0 00:15:00
3 Sub-004	0.35	0.6600	1.39	0.92	0.32	1.28	0 00:15:00
4 Sub-005	0.30	0.6800	1.39	0.95	0.28	1.13	0 00:15:00
5 Sub-006	0.29	0.5800	1.39	0.81	0.23	0.94	0 00:15:00
6 Sub-007	0.29	0.5800	1.39	0.81	0.23	0.94	0 00:15:00
7 Sub-008	2.53	0.8900	1.39	1.24	3.13	12.52	0 00:15:00
8 Sub-009	0.46	0.3500	1.39	0.49	0.22	0.90	0 00:15:00
9 Sub-010	0.19	0.6800	1.39	0.95	0.18	0.72	0 00:15:00
10 Sub-011	0.14	0.7000	1.39	0.97	0.14	0.55	0 00:15:00
11 Sub-013	0.29	0.9000	0.62	0.56	0.16	1.94	0 00:05:00
12 Sub-015	0.27	0.9000	0.62	0.56	0.15	1.81	0 00:05:00
13 Sub-017	0.28	0.9000	0.62	0.56	0.16	1.88	0 00:05:00
14 Sub-019	0.27	0.9000	0.62	0.56	0.15	1.81	0 00:05:00
15 Sub-024	0.26	0.8200	1.39	1.14	0.30	1.19	0 00:15:00
16 Sub-025	0.19	0.6600	0.62	0.41	0.08	0.93	0 00:05:00
17 Sub-028	0.15	0.7000	1.39	0.97	0.15	0.58	0 00:15:00
18 Sub-029	0.15	0.7700	1.39	1.07	0.16	0.64	0 00:15:00
19 Sub-030	2.74	0.8500	1.39	1.18	3.24	12.95	0 00:15:00
20 Sub-030A	2.74	0.8500	1.39	1.18	3.24	12.95	0 00:15:00
21 Sub-050	0.32	0.6000	0.62	0.37	0.12	1.43	0 00:05:00
22 Sub-051	0.31	0.5800	0.62	0.36	0.11	1.34	0 00:05:00
23 Sub-21	0.15	0.8800	1.39	1.22	0.18	0.73	0 00:15:00
24 Sub-60	0.39	0.7300	1.08	0.79	0.31	1.85	0 00:10:00
25 Sub-61	0.39	0.7300	1.08	0.79	0.31	1.85	0 00:10:00
26 Sub-A	4.87	0.8500	1.39	1.18	5.75	23.02	0 00:15:00
27 Sub-D	4.99	0.8500	1.39	1.18	5.89	23.58	0 00:15:00
28 Sub-I	4.88	0.9000	1.39	1.25	6.10	24.42	0 00:15:00
29 Sub-IA	11.39	0.9000	1.39	1.25	14.25	57.00	0 00:15:00

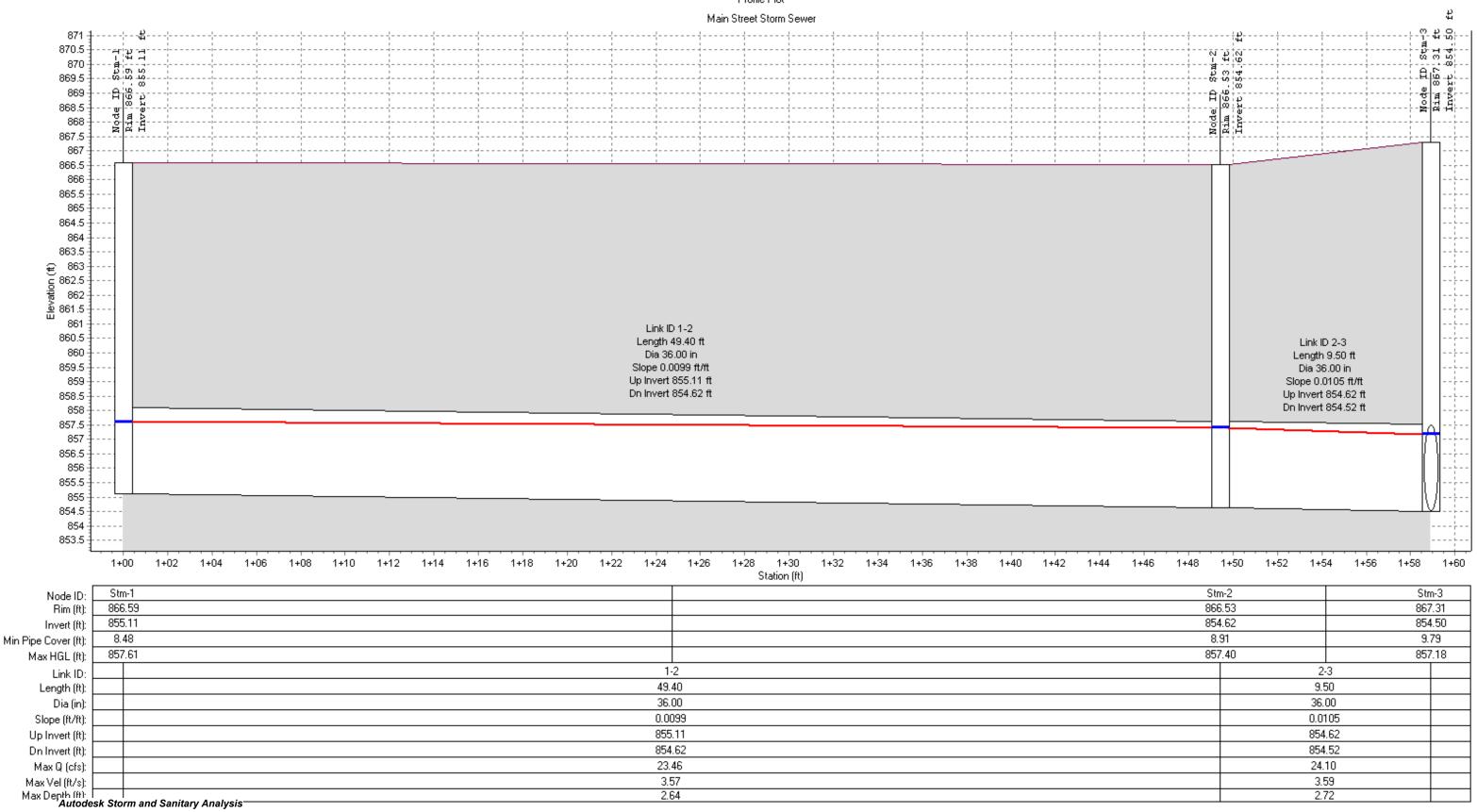
Node Summary

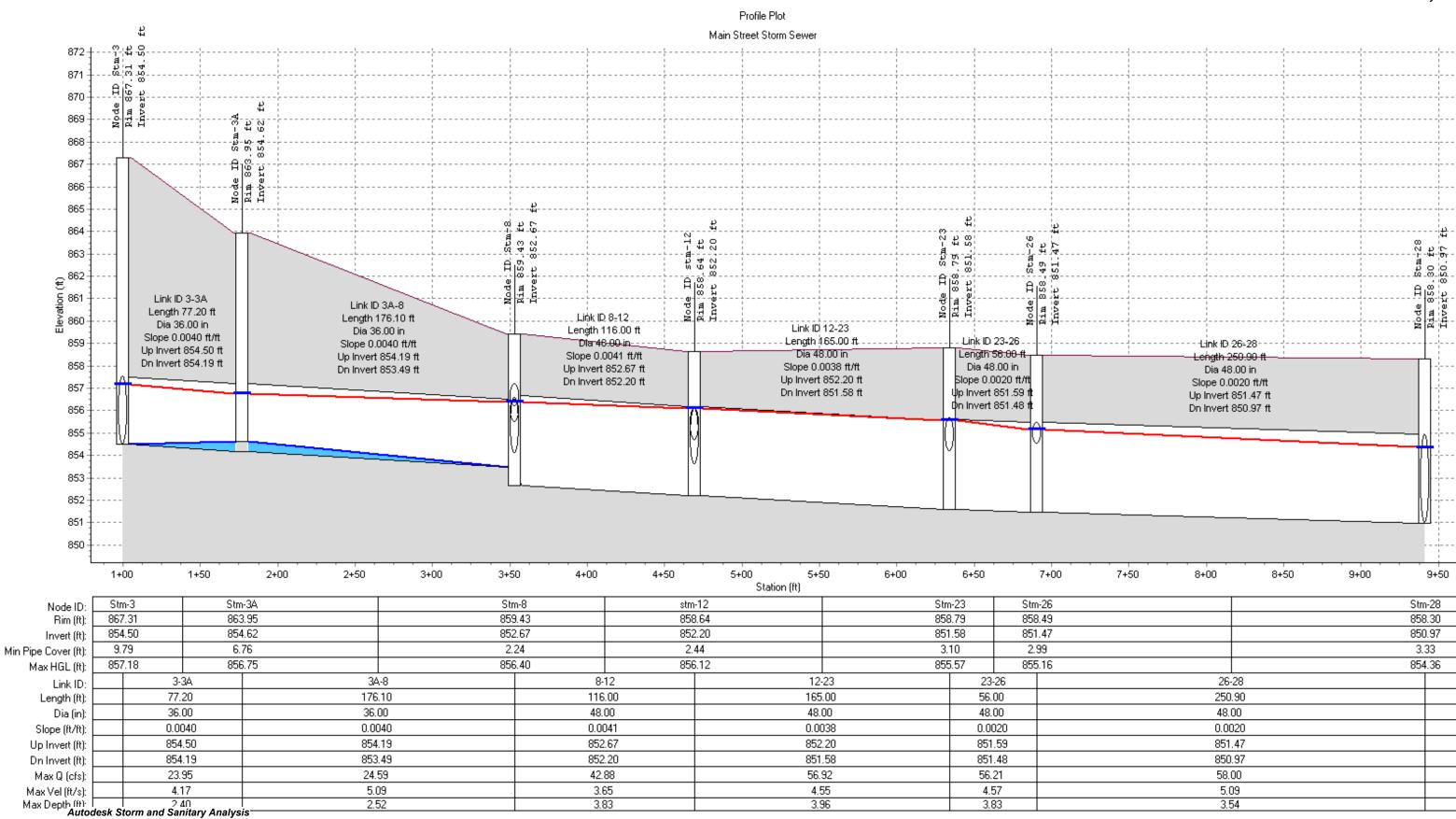
SN Ele		Element		Ground/Rim		Surcharge				Max	Min	Time of		Total Time
ID)	Type	Elevation	(Max)	Water	Elevation	Area	Inflow		Surcharge			Flooded	Flooded
				Elevation	Elevation				Attained	Depth	Attained	Flooding	Volume	
										Attained		Occurrence		
			(ft)	(ft)	(ft)	(ft)	(ft²)	(cfs)	(ft)	(ft)		(days hh:mm)	(ac-in)	(min)
1 St		Junction	855.11	866.59	855.11	866.59	0.00		857.61	0.00	8.98	0 00:00	0.00	0.00
	tm-10	Junction	854.85	857.95	854.85	857.95	0.00		856.20	0.00	1.75	0 00:00	0.00	0.00
	tm-11	Junction	854.73	857.95	854.73	857.95	0.00		856.17	0.00	1.78	0 00:00	0.00	0.00
	m-12	Junction	852.20	858.64	852.20	858.64		57.52	856.12	0.00	2.52	0 00:00	0.00	0.00
	m-14	Junction	857.82	860.75	857.82	860.75	0.00		858.51	0.00	2.24	0 00:00	0.00	0.00
	m-16	Junction	857.00	860.75	857.00	860.75	0.00		857.75	0.00	3.00	0 00:00	0.00	0.00
	m-18	Junction	856.15	860.75	856.15	860.75	0.00		857.22	0.00	3.53	0 00:00	0.00	0.00
8 St		Junction	854.62	866.53	854.62	866.53		24.24	857.40	0.00	9.13	0 00:00	0.00	0.00
	m-20	Junction	855.34	860.75	855.34	860.75	0.00		856.48	0.00	4.27	0 00:00	0.00	0.00
10 St		Junction	855.15	859.80	855.15	859.80	0.00		855.61	0.00	4.19	0 00:00	0.00	0.00
11 St		Junction	851.58	858.79	851.58	858.79		56.92	855.57	0.00	3.22	0 00:00	0.00	0.00
12 St		Junction	854.89	857.89	854.89	857.89	0.00		855.58	0.00	2.31	0 00:00	0.00	0.00
13 St		Junction	854.57	857.89	854.57 851.47	857.89	0.00		855.36 855.16	0.00	2.53	0 00:00	0.00	0.00
14 St	m-27(FES)	Junction	851.47 851.42	858.49 851.42	851.42	858.49 851.42		58.04 37.37	854.53	0.00 0.00	3.33 0.89	0 00:00 0 00:00	0.00	0.00 0.00
16 St		Junction Junction	851.42 850.97	851.42 858.30	850.97	851.42		93.99	854.36	0.00	3.94	0 00:00	0.00	0.00
17 St		Junction	854.50	867.31	854.50	867.31		24.10	857.18	0.00	10.13	0 00:00	0.00	0.00
	tm-30(FES)	Junction	851.42	855.42	851.42	855.42		69.94	855.36	0.00	0.06	0 00:00	0.00	0.00
19 St	, ,	Junction	851.20	857.95	851.20	857.95		71.46	854.72	0.00	3.23	0 00:00	0.00	0.00
20 St		Junction	851.20	857.95	851.03	857.95		72.89	853.73	0.00	4.22	0 00:00	0.00	0.00
20 St		Junction	849.05	856.20	849.05	856.20		93.13	852.13	0.00	4.22	0 00:00	0.00	0.00
22 St		Junction	849.05	856.20	849.05	856.20		72.57	851.58	0.00	4.62	0 00:00	0.00	0.00
23 St		Junction	843.82	861.50	843.82	861.50		92.63	847.08	0.00	14.42	0 00:00	0.00	0.00
24 St		Junction	843.82	861.50	843.82	861.50		71.26	846.49	0.00	15.01	0 00:00	0.00	0.00
25 St		Junction	830.03	849.30	831.02	849.30		92.65	834.45	0.00	14.85	0 00:00	0.00	0.00
26 St		Junction	831.02	849.30	831.02	849.30		71.23	833.80	0.00	15.50	0 00:00	0.00	0.00
27 St		Junction	854.62	863.95	854.62	863.95		25.07	856.75	0.00	7.20	0 00:00	0.00	0.00
28 St		Junction	855.42	858.42	855.42	858.42	0.00		856.23	0.00	2.19	0 00:00	0.00	0.00
29 St		Junction	820.46	841.50	820.46	841.50		92.65	824.14	0.00	17.36	0 00:00	0.00	0.00
30 St		Junction	820.41	837.50	820.41	837.50		71.26	823.34	0.00	14.16	0 00:00	0.00	0.00
31 St		Junction	855.58	858.78	855.58	858.78	0.00		856.40	0.00	2.38	0 00:00	0.00	0.00
32 St		Junction	864.82	868.38	864.82	868.38	0.00		865.31	0.00	3.07	0 00:00	0.00	0.00
33 St		Junction	864.38	868.38	864.38	868.38	0.00		865.25	0.00	3.13	0 00:00	0.00	0.00
34 St		Junction	864.20	869.02	864.20	869.02	0.00		864.93	0.00	4.09	0 00:00	0.00	0.00
35 St		Junction	860.70	869.58	860.70	869.58	0.00		861.44	0.00	8.14	0 00:00	0.00	0.00
36 St		Junction	856.67	859.56	856.67	859.56	0.00		857.25	0.00	2.31	0 00:00	0.00	0.00
37 St		Junction	854.54	857.54	854.54	857.54	0.00		855.32	0.00	2.22	0 00:00	0.00	0.00
38 St		Junction	854.54	857.54	854.54	857.54	0.00		855.33	0.00	2.21	0 00:00	0.00	0.00
39 St		Junction	856.46	859.56	856.46	859.56	0.00		857.20	0.00	2.36	0 00:00	0.00	0.00
40 St	tm-8	Junction	852.67	859.43	852.67	859.43	0.00	44.40	856.40	0.00	3.03	0 00:00	0.00	0.00
	m-9(FES)	Junction	854.00	854.00	854.00	854.00		13.41	856.29	0.00	0.21	0 00:00	0.00	0.00
	m-D(FES)	Junction	854.10	854.10	854.10	854.10		23.58	856.60	0.00	0.00	0 00:15	0.31	5.00
43 St	m-42(FES)	Outfall	820.00					92.66	822.55					
44 St	m-43(FES)	Outfall	820.00					71.27	822.16					
45 St	m-57(FES)	Outfall	860.00					2.62	860.64					

Link Summary

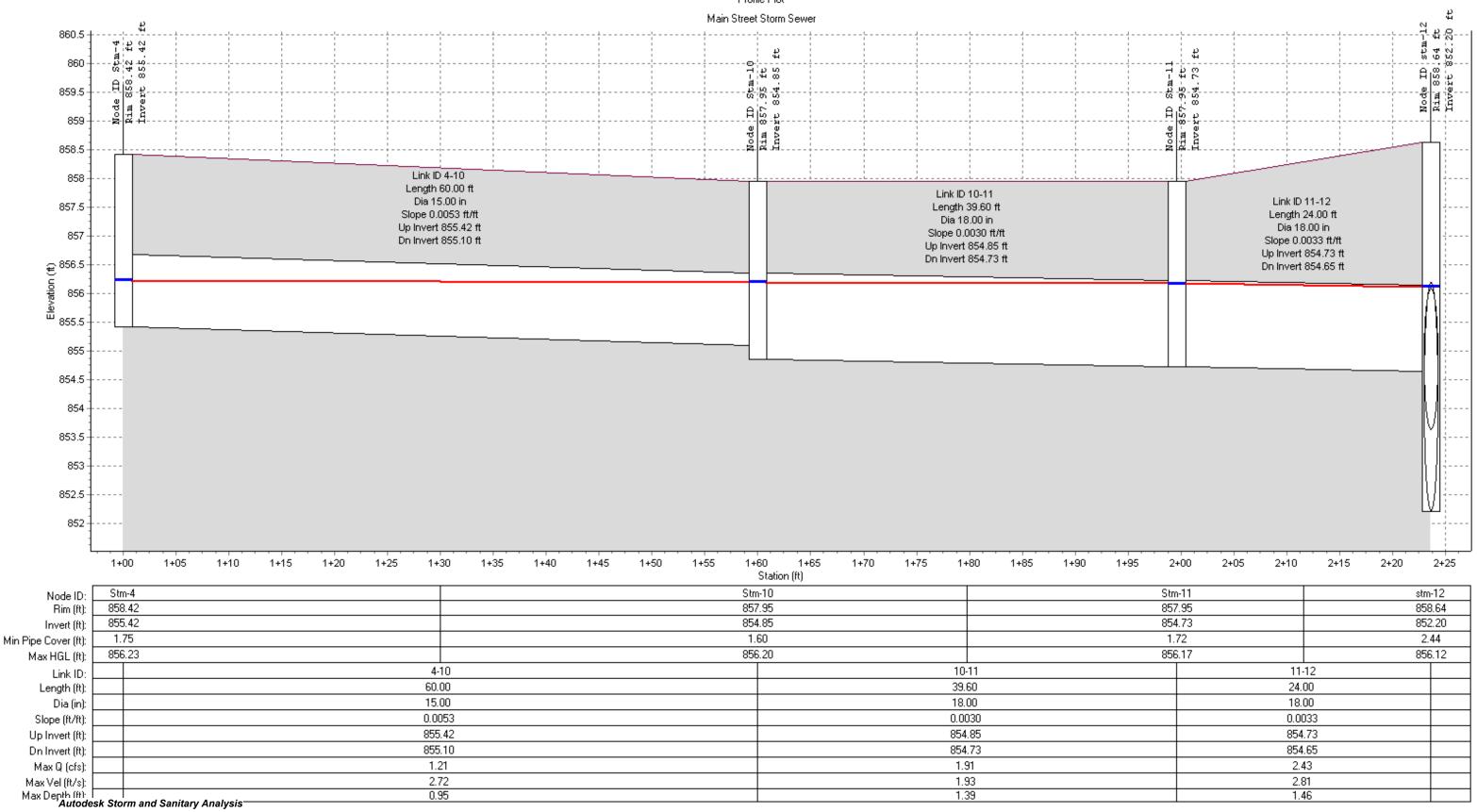
SN Element ID	Element Type	From (Inlet) Node	To (Outlet) Node	Length	Inlet Invert Elevation	Invert	Average Slope	Diameter or Height	Manning's Roughness		Design Flow Capacity	Peak Flow/ Design Flow Ratio	Peak Flow Velocity	Peak Flow Depth		Total Time Reported Surcharged Condition
				(ft)	(ft)	(ft)	(%)	(in)		(cfs)	(cfs)		(ft/sec)	(ft)	Italio	(min)
1 10-11	Pipe	Stm-10	Stm-11	39.60	854.85	854.73	0.3000	18.000	0.0130	1.91	5.78	0.33	1.93	1.39	0.93	0.00 Calculated
2 11-12	Pipe	Stm-11	stm-12	24.00	854.73	854.65	0.3300	18.000	0.0150	2.43	5.26	0.46	2.81	1.46	0.97	0.00 Calculated
3 1-2	Pipe	Stm-1	Stm-2	49.40	855.11	854.62	0.9900	36.000	0.0130		66.43	0.35	3.57	2.64	0.88	0.00 Calculated
4 12-23	Pipe	stm-12	Stm-23	165.00	852.20	851.58	0.3800	48.000	0.0130		88.05	0.65	4.55	3.96	0.99	0.00 Calculated
5 14-16	Pipe	Stm-14	Stm-16	136.00	857.82	857.00	0.6000	10.000	0.0100	1.87	2.21	0.84	3.75	0.72	0.86	0.00 Calculated
6 16-18	Pipe	Stm-16	Stm-18 Stm-20	141.00	857.00	856.15	0.6000	15.000	0.0100	3.58	6.52	0.55	3.76	0.91	0.72	0.00 Calculated
7 18-20 8 20-23	Pipe Pipe	Stm-18 Stm-20	Stm-20 Stm-23	135.00 192.20	856.15 855.34	855.34 854.19	0.6000	15.000 18.000	0.0100 0.0130	5.15 6.44	6.50 8.13	0.79 0.79	4.52 4.83	1.10 1.06	0.88 0.71	0.00 Calculated 0.00 Calculated
9 21-24	Pipe	Stm-21	Stm-24	25.70	855.15	854.89	1.0100	12.000	0.0130	0.72	3.58	0.79	1.69	0.57	0.71	0.00 Calculated
10 2-3	Pipe	Stm-2	Stm-3	9.50	854.62	854.52	1.0500	36.000	0.0130		68.43	0.35	3.59	2.72	0.91	0.00 Calculated
11 23-26	Pipe	Stm-23	Stm-26	56.00	851.59	851.48	0.2000	48.000	0.0130		63.66	0.88	4.57	3.83	0.96	0.00 Calculated
12 24-25	Pipe	Stm-24	Stm-25	32.30	854.89	854.57	0.9900	12.000	0.0130	1.88	3.55	0.53	3.25	0.74	0.74	0.00 Calculated
13 25-26	Pipe	Stm-25	Stm-26	7.20	854.57	854.50	0.9700	12.000	0.0130	1.83	3.51	0.52	3.70	0.72	0.72	0.00 Calculated
14 26-28	Pipe	Stm-26	Stm-28	250.90	851.47	850.97	0.2000	48.000	0.0130	58.00	64.12	0.90	5.09	3.54	0.88	0.00 Calculated
15 27-28	Pipe	Stm-27(FES)	Stm-28	60.00	851.42	850.97	0.7500	48.000	0.0130	37.11	124.40	0.30	4.90	3.25	0.81	0.00 Calculated
16 28-34	Pipe	Stm-28	Stm-34	252.00	850.97	849.05	0.7600	48.000	0.0130		125.38	0.74	8.62	3.23	0.81	0.00 Calculated
17 30-31	Pipe	Stm-30(FES)	Stm-31	30.00	851.42	851.20	0.7300	48.000	0.0130		123.01	0.57	5.73	3.73	0.93	0.00 Calculated
18 31-32	Pipe	Stm-31	Stm-32	22.00	851.20	851.03	0.7700	48.000	0.0130		126.27	0.57	6.81	3.11	0.78	0.00 Calculated
19 32-35	Pipe	Stm-32	Stm-35	260.00	851.03	849.05	0.7600	48.000	0.0130		125.35	0.58	8.40	2.60	0.65	0.00 Calculated
20 3-3A	Pipe	Stm-3	Stm-3A	77.20	854.50	854.19	0.4000	36.000	0.0130		26.30	0.91	4.17	2.40	0.80	0.00 Calculated
21 34-36	Pipe	Stm-34	Stm-36	362.00	849.05 849.05	846.32	0.7500	48.000	0.0130		124.74 125.09	0.74	9.78	2.82 2.35	0.71	0.00 Calculated
22 35-37 23 36-38	Pipe Pipe	Stm-35 Stm-36	Stm-37 Stm-38	360.00 200.00	843.82	846.32 842.30	0.7600 0.7600	48.000 48.000	0.0130 0.0130		125.09	0.57 0.74	9.34 9.47	2.33	0.59 0.73	0.00 Calculated 0.00 Calculated
24 37-39	Pipe	Stm-37	Stm-39	200.00	843.82	842.30	0.7600	48.000	0.0130		125.23	0.74	8.99	2.42	0.73	0.00 Calculated
25 38-40	Pipe	Stm-38	Stm-40	130.00	831.02	830.03	0.7600	48.000	0.0130		125.35	0.74	9.20	2.99	0.75	0.00 Calculated
26 39-41	Pipe	Stm-39	Stm-41	130.00	831.02	830.03	0.7600	48.000	0.0130		125.35	0.57	8.77	2.47	0.62	0.00 Calculated
27 3A-8	Pipe	Stm-3A	Stm-8	176.10	854.19	853.49	0.4000	36.000	0.0130	24.59	53.43	0.46	5.09	2.52	0.84	0.00 Calculated
28 40-42	Pipe	Stm-40	Stm-42(FES)	60.00	820.46	820.00	0.7700	48.000	0.0130	92.66	125.77	0.74	8.82	3.12	0.78	0.00 Calculated
29 4-10	Pipe	Stm-4	Stm-10	60.00	855.42	855.10	0.5300	15.000	0.0130	1.21	4.72	0.26	2.72	0.95	0.76	0.00 Calculated
30 41-43	Pipe	Stm-41	Stm-43(FES)	54.00	820.41	820.00	0.7600	48.000	0.0130	71.27	125.16	0.57	8.44	2.55	0.64	0.00 Calculated
31 53-54	Pipe	Stm-53	Stm-54	22.00	864.82	864.38	2.0000	12.000	0.0130	1.39	5.04	0.28	2.57	0.68	0.68	0.00 Calculated
32 54-55	Pipe	Stm-54	Stm-55	9.00	864.38	864.20	2.0000	12.000	0.0130	2.68	5.04	0.53	4.15	0.79	0.80	0.00 Calculated
33 55-56	Pipe	Stm-55	Stm-56	93.40	864.20	863.27	1.0000	12.000	0.0130	2.62	3.56	0.74	4.61	0.68	0.68	0.00 Calculated
34 56-57	Pipe	Stm-56	Stm-57(FES)	70.00	860.70	860.00	1.0000	12.000	0.0130	2.62	3.56	0.74	4.55	0.69	0.69	0.00 Calculated
35 5-8 36 60-32	Pipe Pipe	Stm-5 Stm-60	Stm-8 Stm-32	9.40 10.00	855.58 854.54	855.49 854.44	0.9600 1.0000	12.000 12.000	0.0130 0.0130	0.15 2.22	3.49 3.56	0.04 0.62	1.04 3.95	0.86 0.67	0.87 0.67	0.00 Calculated 0.00 Calculated
36 60-32	Pipe	Stm-60	Stm-32 Stm-31	10.00	854.54 854.54	854.44 854.44	1.0000	12.000	0.0130	2.22	3.56	0.62	3.95	0.67	0.67	0.00 Calculated
38 6-7	Pipe	Stm-6	Stm-7	21.20	856.67	856.46	0.9900	12.000	0.0130	0.92	3.55	0.04	1.68	0.66	0.66	0.00 Calculated
39 7-8	Pipe	Stm-7	Stm-8	56.30	856.47	856.19	0.5000	12.000	0.0130	1.84	2.51	0.20	3.37	0.66	0.66	0.00 Calculated
40 8-12	Pipe	Stm-8	stm-12	116.00	852.67	852.20	0.4100	48.000	0.0150		79.24	0.54	3.65	3.83	0.96	0.00 Calculated
41 9-12	Pipe	Stm-9(FES)	stm-12	69.00	854.00	853.60	0.5800	30.000	0.0150		27.07	0.49	4.08	2.40	0.96	0.00 Calculated
42 D-8	Pipe	Stm-8	Stm-D(FES)	30.00	854.10	853.87		30.000	0.0130		2.37	9.04	4.88	2.40	0.96	0.00 > CAPACIT

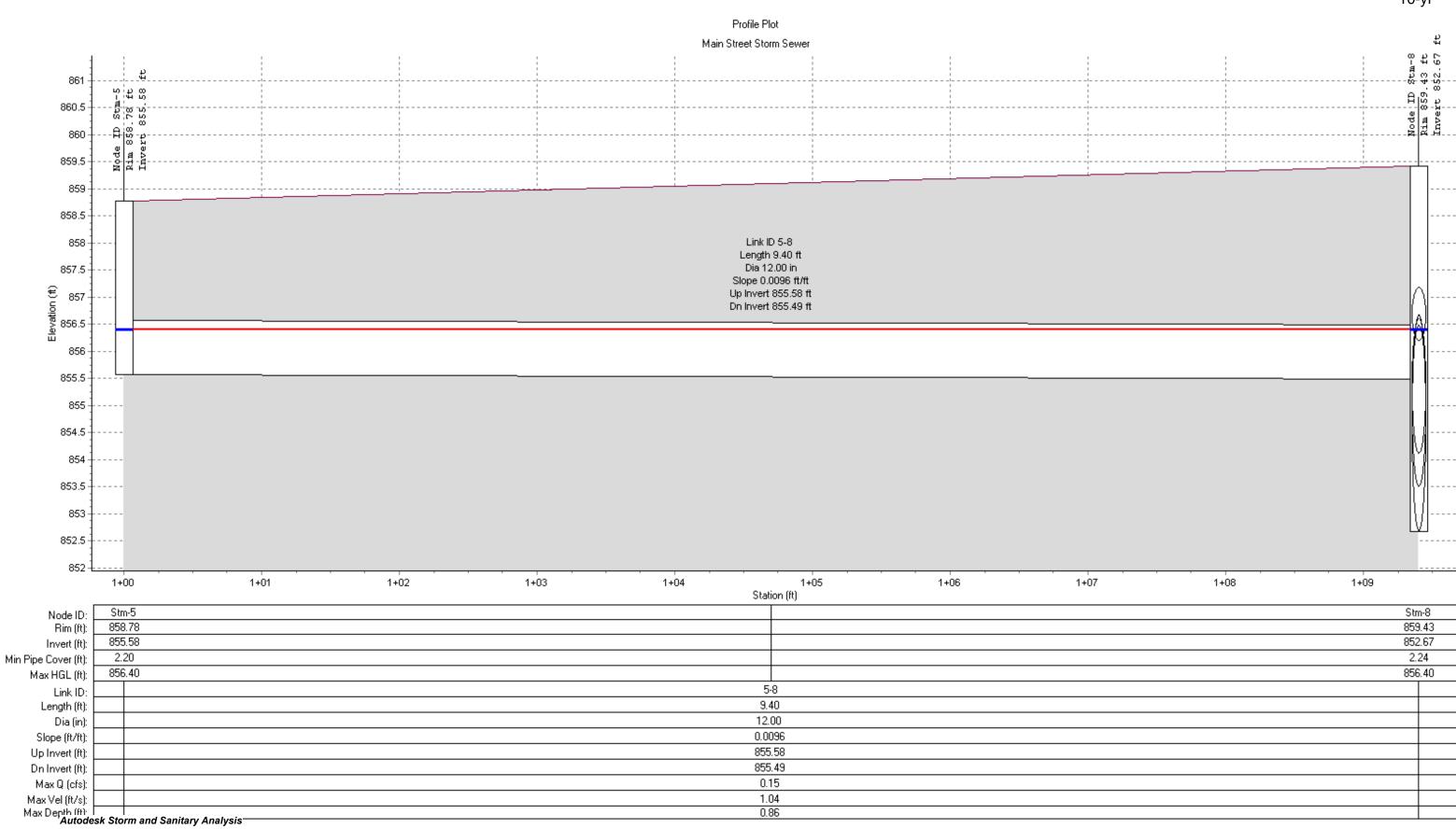
Profile Plot



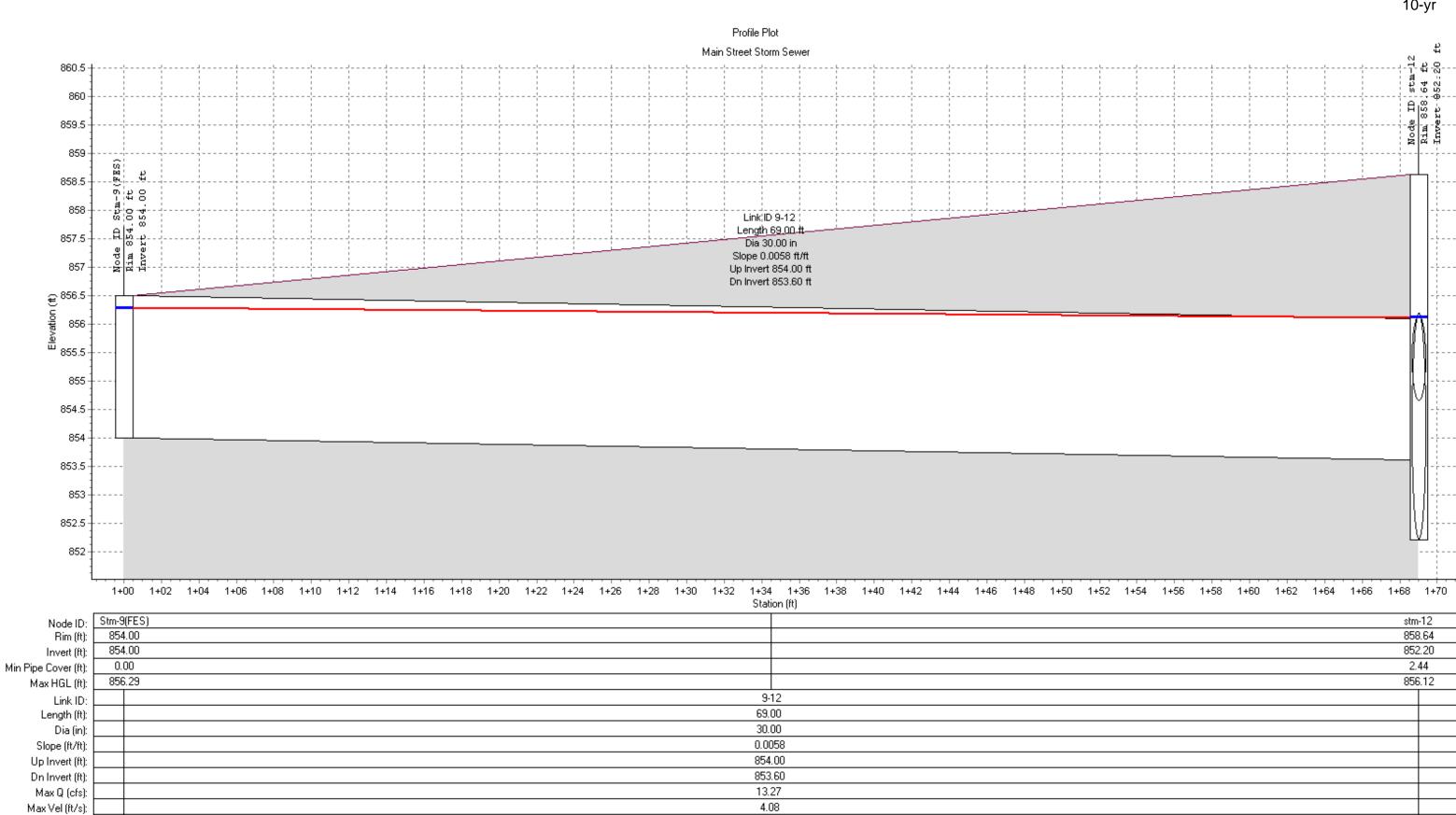


Profile Plot



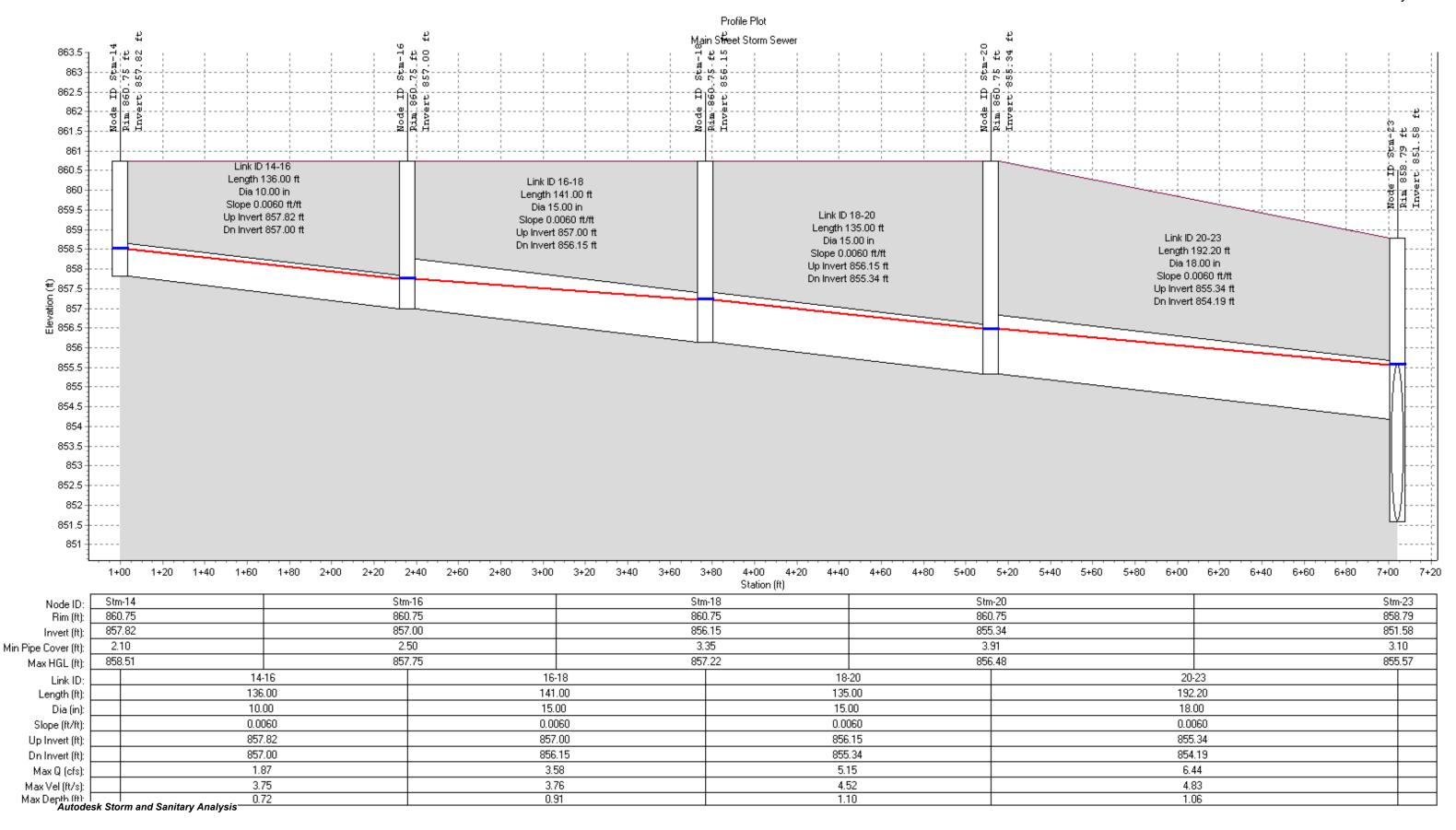


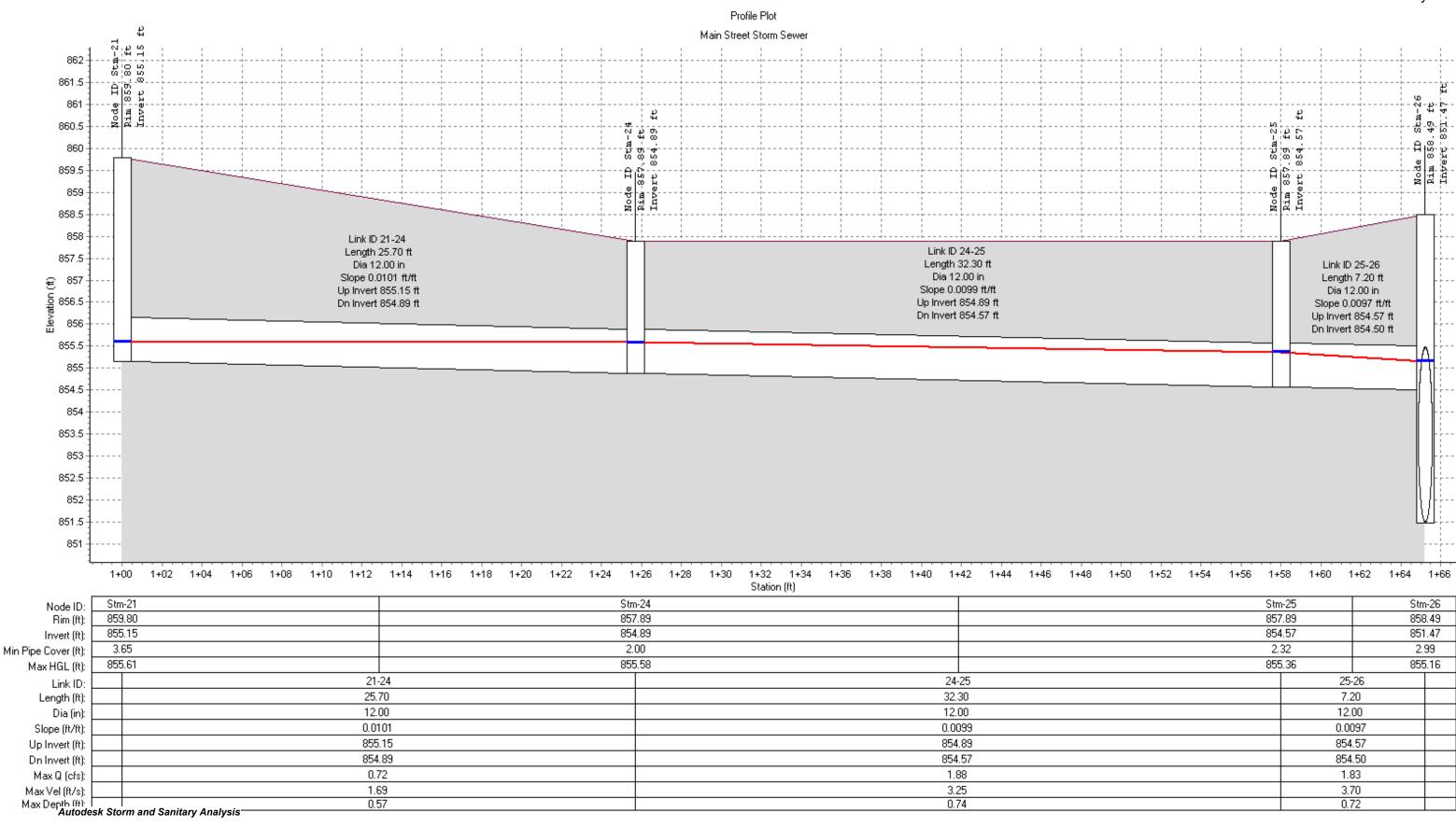
Profile Plot Main Street Storm Sewer 861.5 -Stm 56 861 Node ID Rim 859 Invert 8 860.5 860 -859.5 Link ID 6-7 859 -Link ID 7-8 Length 21.20 ft Length 56.30 ft Dia 12.00 in 858.5 Dia 12.00 in Slope 0.0099 ft/ft Slope 0.0050 ft/ft Up Invert 856.67 ft 858 -Up Invert 856.47 ft Dn Invert 856.46 ft Dn Invert 856.19 ft 857.5 (#) 857 856.5 856 855.5 855 854.5 854 -853.5 853 -852.5 -852 -1+00 1+02 1+04 1+06 1+08 1+10 1+12 1+14 1+16 1+18 1+20 1+22 1+24 1+26 1+28 1+30 1+32 1+34 1+36 1+38 1+40 1+42 1+44 1+46 1+48 1+50 1+54 1+56 1+56 1+58 1+60 1+62 1+64 1+66 1+68 1+70 1+72 1+74 1+76 1+78 Station (ft) Stm-6 Stm-7 Stm-8 Node ID: 859.56 859.56 859.43 Rim (ft): 856.67 856.46 852.67 Invert (ft): 1.89 2.09 2.24 Min Pipe Cover (ft): 857.25 857.20 856.40 Max HGL (ft): 6-7 7-8 Link ID: 21.20 56.30 Length (ft): 12.00 12.00 Dia (in): 0.0099 0.0050 Slope (ft/ft): 856.67 856.47 Up Invert (ft): 856.46 856.19 Dn Invert (ft): 0.92 1.84 Max Q (cfs): 1.68 3.37 Max Vel (ft/s): Max Depth (ff) Autodesk Storm and Sanitary Analysis 0.66 0.66

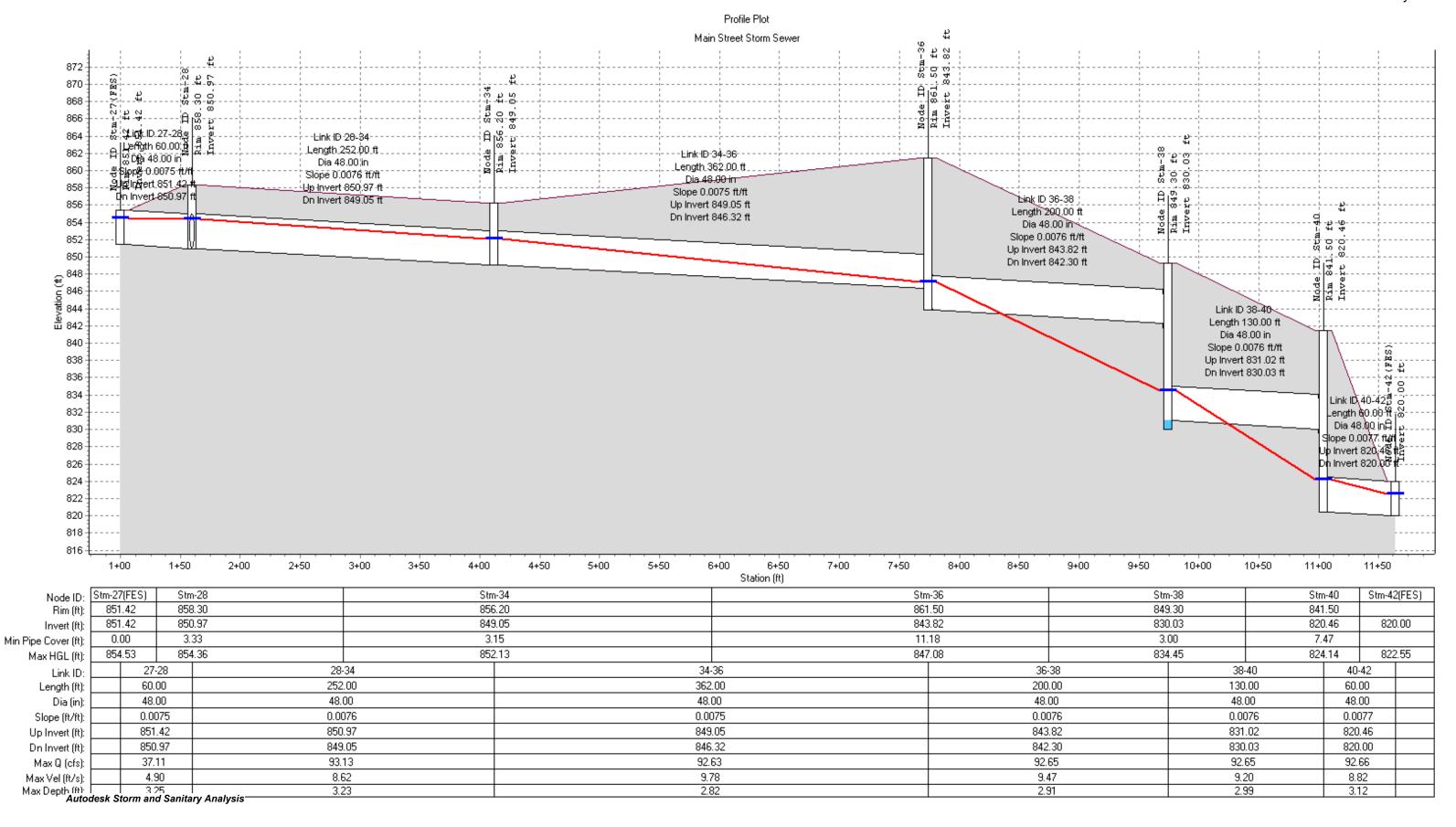


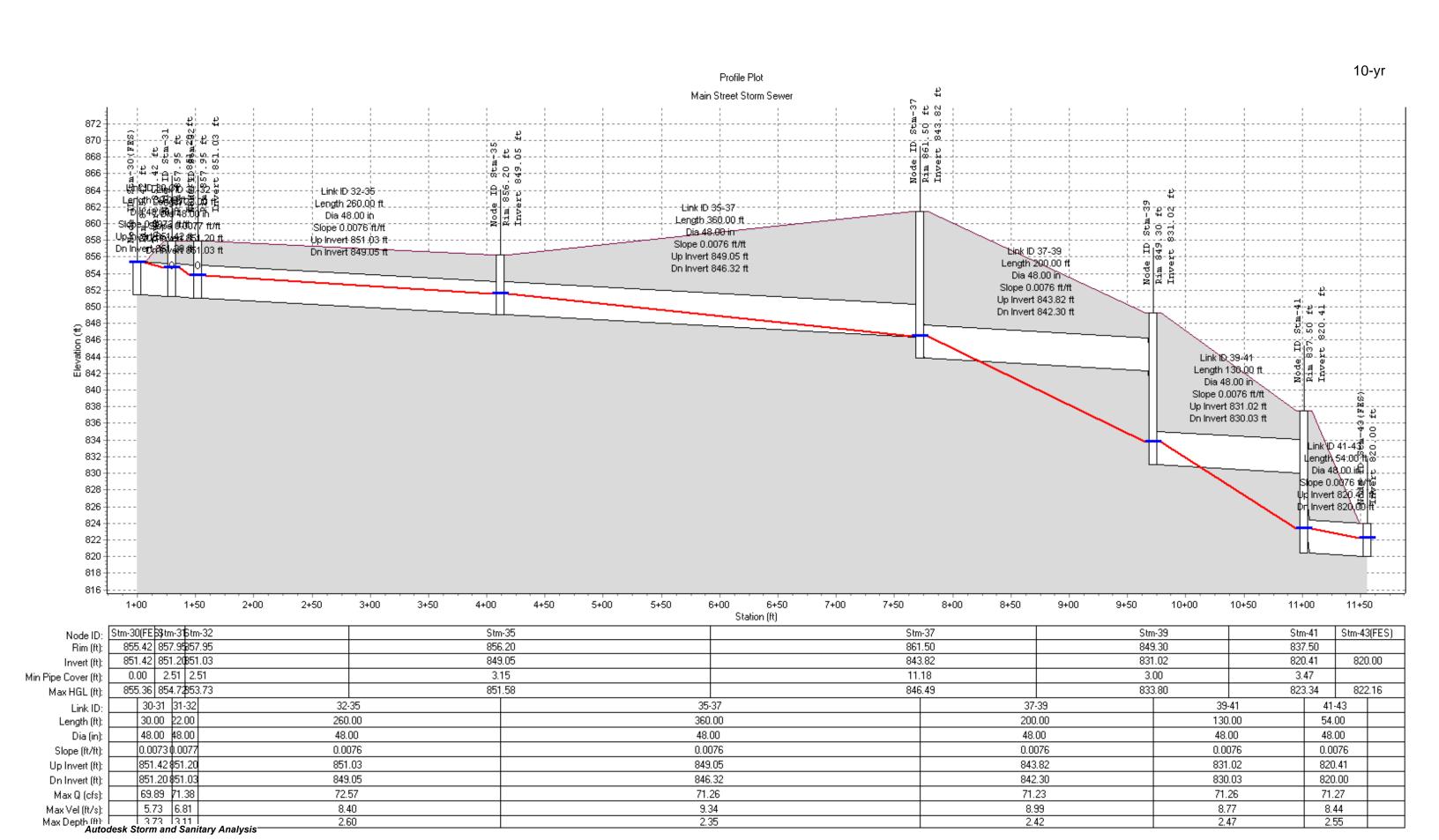
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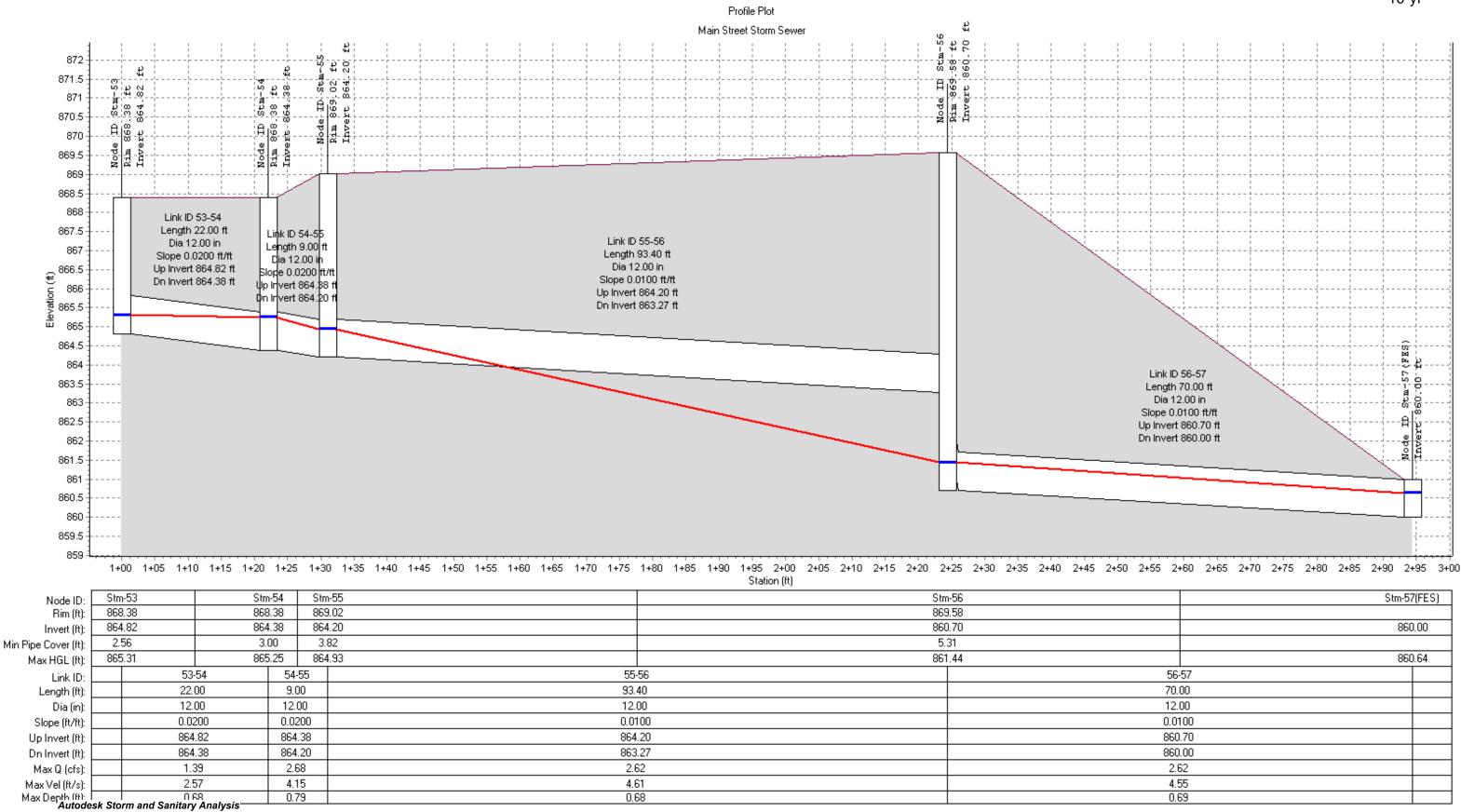
Max Depth (ff) Autodesk Storm and Sanitary Analysis



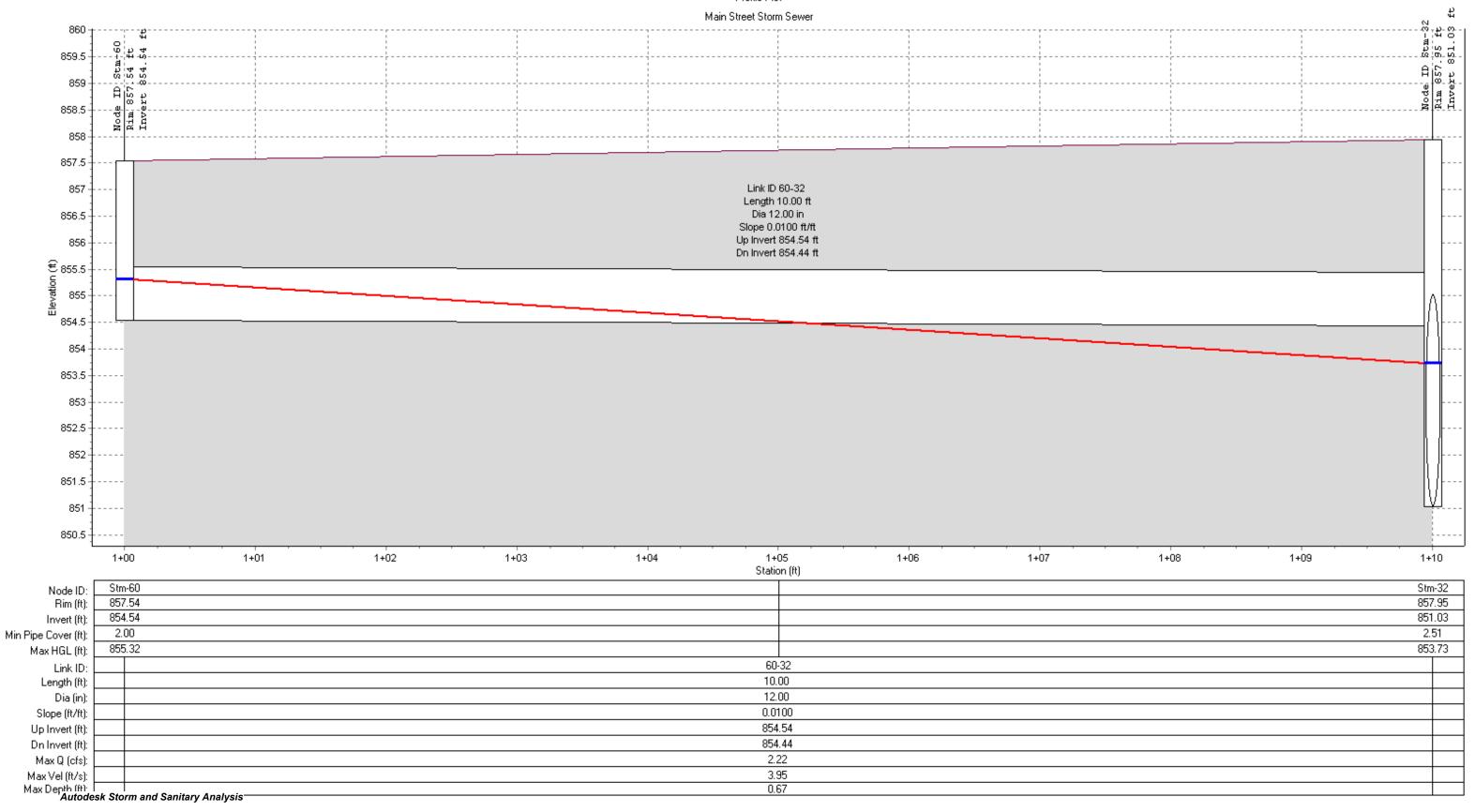




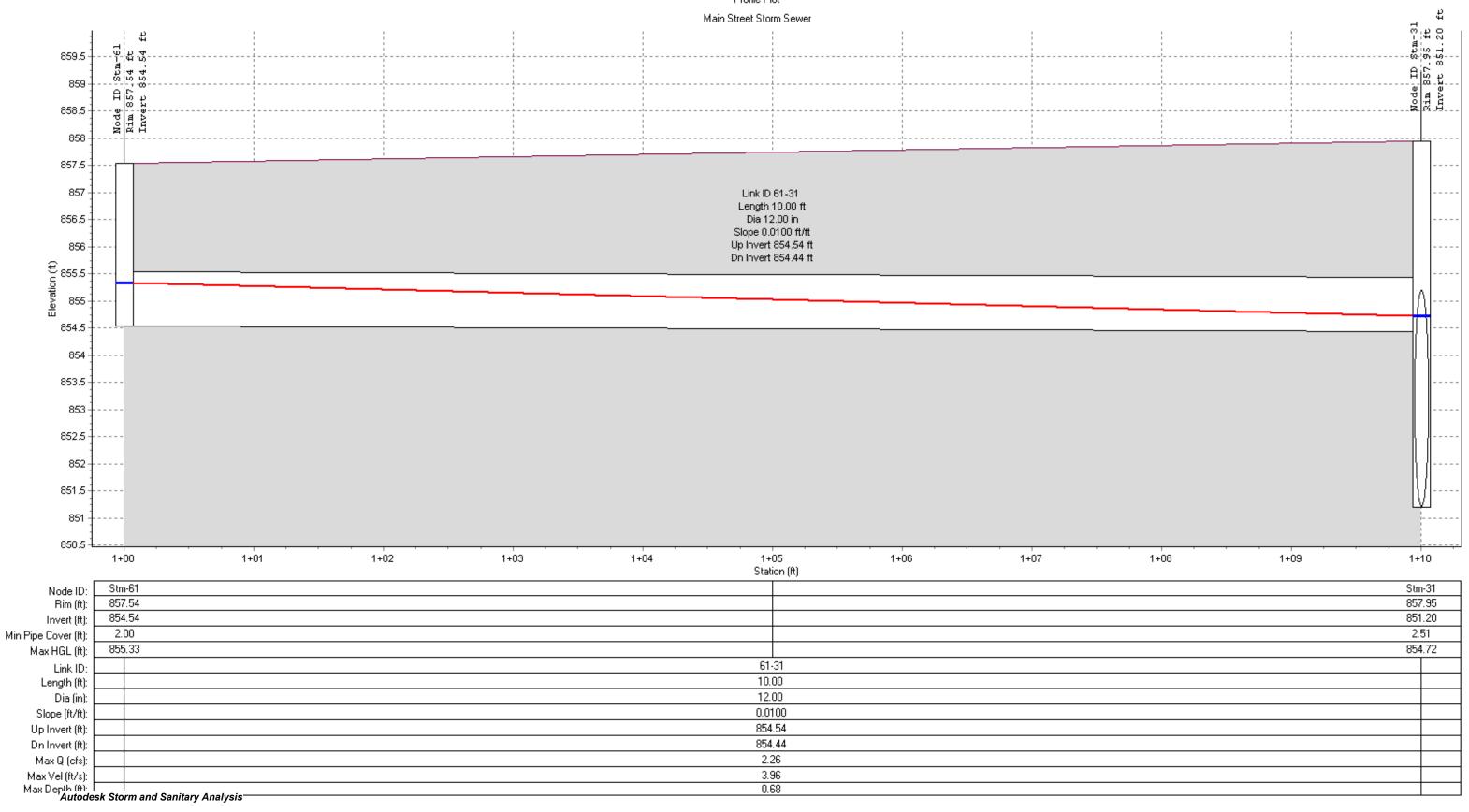


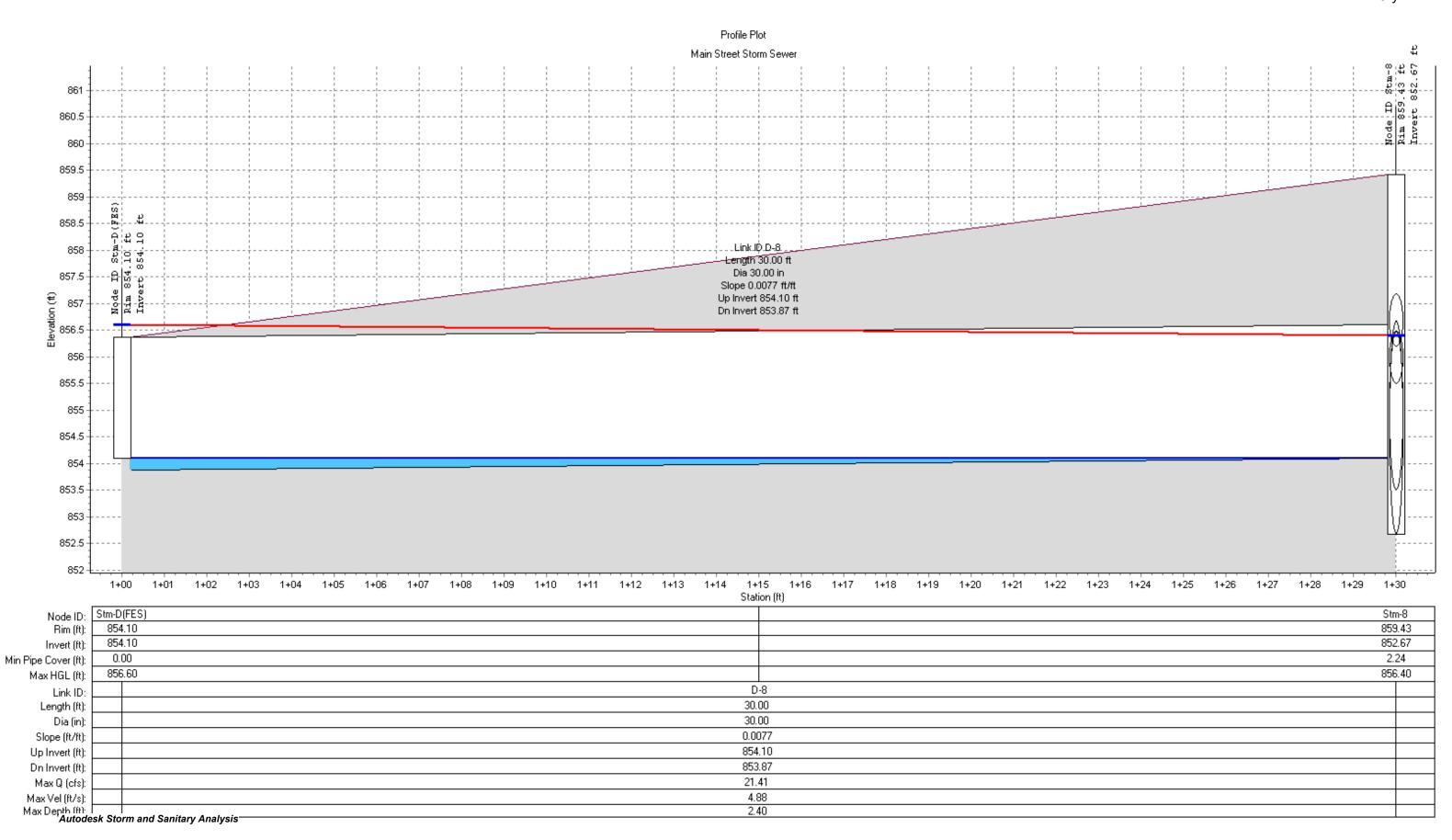


Profile Plot



Profile Plot





Project Description

Project Options

Flow Units	CFS
Elevation Type	Elevation
Hydrology Method	Rational
Time of Concentration (TOC) Method	User-Defined
Link Routing Method	Hydrodynamic
Enable Overflow Ponding at Nodes	YES
Skip Steady State Analysis Time Periods	

Analysis Options

Start Analysis On	Eab 12 2010	00.00.00
•	,	
End Analysis On	Feb 14, 2019	00:00:00
Start Reporting On	Feb 13, 2019	00:00:00
Antecedent Dry Days	0	days
Runoff (Dry Weather) Time Step		days hh:mm:ss
Runoff (Wet Weather) Time Step	0 00:05:00	days hh:mm:ss
Reporting Time Step	0 00:05:00	days hh:mm:ss
Routing Time Step	30	seconds

Number of Elements

	Qty
Rain Gages	0
Subbasins	29
Nodes	45
Junctions	42
Outfalls	3
Flow Diversions	0
Inlets	0
Storage Nodes	0
Links	42
Channels	0
Pipes	42
Pumps	
Orifices	
Weirs	0
Outlets	0
Pollutants	0
Land Uses	0

Rainfall Details

Subbasin Summary

SN Subbasin ID	Area	Weighted Runoff	Total Rainfall		Total Runoff	Peak Runoff	Time of Concentration
		Coefficient			Volume		
	(ac)		(in)	(in)	(ac-in)	(cfs)	(days hh:mm:ss)
1 Sub-001	0.14	0.7600	2.32	1.76	0.25	0.99	0 00:15:00
2 Sub-002	0.19	0.7500	2.32	1.74	0.33	1.32	0 00:15:00
3 Sub-004	0.35	0.6600	2.32	1.53	0.54	2.14	0 00:15:00
4 Sub-005	0.30	0.6800	2.32	1.58	0.47	1.89	0 00:15:00
5 Sub-006	0.29	0.5800	2.32	1.35	0.39	1.56	0 00:15:00
6 Sub-007	0.29	0.5800	2.32	1.35	0.39	1.56	0 00:15:00
7 Sub-008	2.53	0.8900	2.32	2.07	5.22	20.90	0 00:15:00
8 Sub-009	0.46	0.3500	2.32	0.81	0.37	1.49	0 00:15:00
9 Sub-010	0.19	0.6800	2.32	1.58	0.30	1.20	0 00:15:00
10 Sub-011	0.14	0.7000	2.32	1.62	0.23	0.91	0 00:15:00
11 Sub-013	0.29	0.9000	1.03	0.93	0.27	3.23	0 00:05:00
12 Sub-015	0.27	0.9000	1.03	0.93	0.25	3.00	0 00:05:00
13 Sub-017	0.28	0.9000	1.03	0.93	0.26	3.12	0 00:05:00
14 Sub-019	0.27	0.9000	1.03	0.93	0.25	3.00	0 00:05:00
15 Sub-024	0.26	0.8200	2.32	1.90	0.49	1.98	0 00:15:00
16 Sub-025	0.19	0.6600	1.03	0.68	0.13	1.55	0 00:05:00
17 Sub-028	0.15	0.7000	2.32	1.62	0.24	0.97	0 00:15:00
18 Sub-029	0.15	0.7700	2.32	1.79	0.27	1.07	0 00:15:00
19 Sub-030	2.74	0.8500	2.32	1.97	5.40	21.61	0 00:15:00
20 Sub-030A	2.74	0.8500	2.32	1.97	5.40	21.61	0 00:15:00
21 Sub-050	0.32	0.6000	1.03	0.62	0.20	2.37	0 00:05:00
22 Sub-051	0.31	0.5800	1.03	0.60	0.19	2.22	0 00:05:00
23 Sub-21	0.15	0.8800	2.32	2.04	0.31	1.23	0 00:15:00
24 Sub-60	0.39	0.7300	1.80	1.31	0.51	3.08	0 00:10:00
25 Sub-61	0.39	0.7300	1.80	1.31	0.51	3.08	0 00:10:00
26 Sub-A	4.87	0.8500	2.32	1.97	9.60	38.42	0 00:15:00
27 Sub-D	4.99	0.8500	2.32	1.97	9.84	39.36	0 00:15:00
28 Sub-I	4.88	0.9000	2.32	2.09	10.19	40.76	0 00:15:00
29 Sub-IA	11.39	0.9000	2.32	2.09	23.78	95.13	0 00:15:00

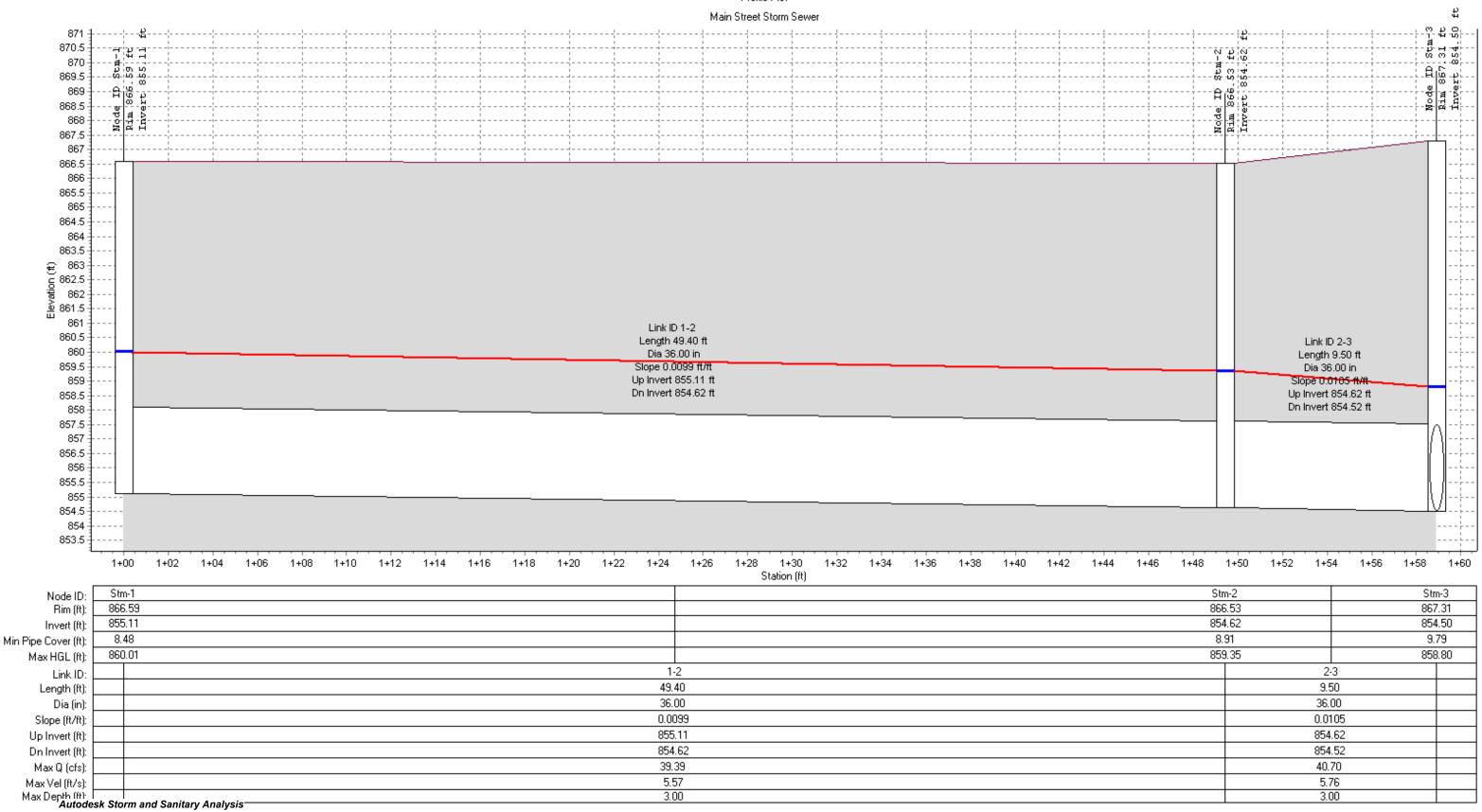
Node Summary

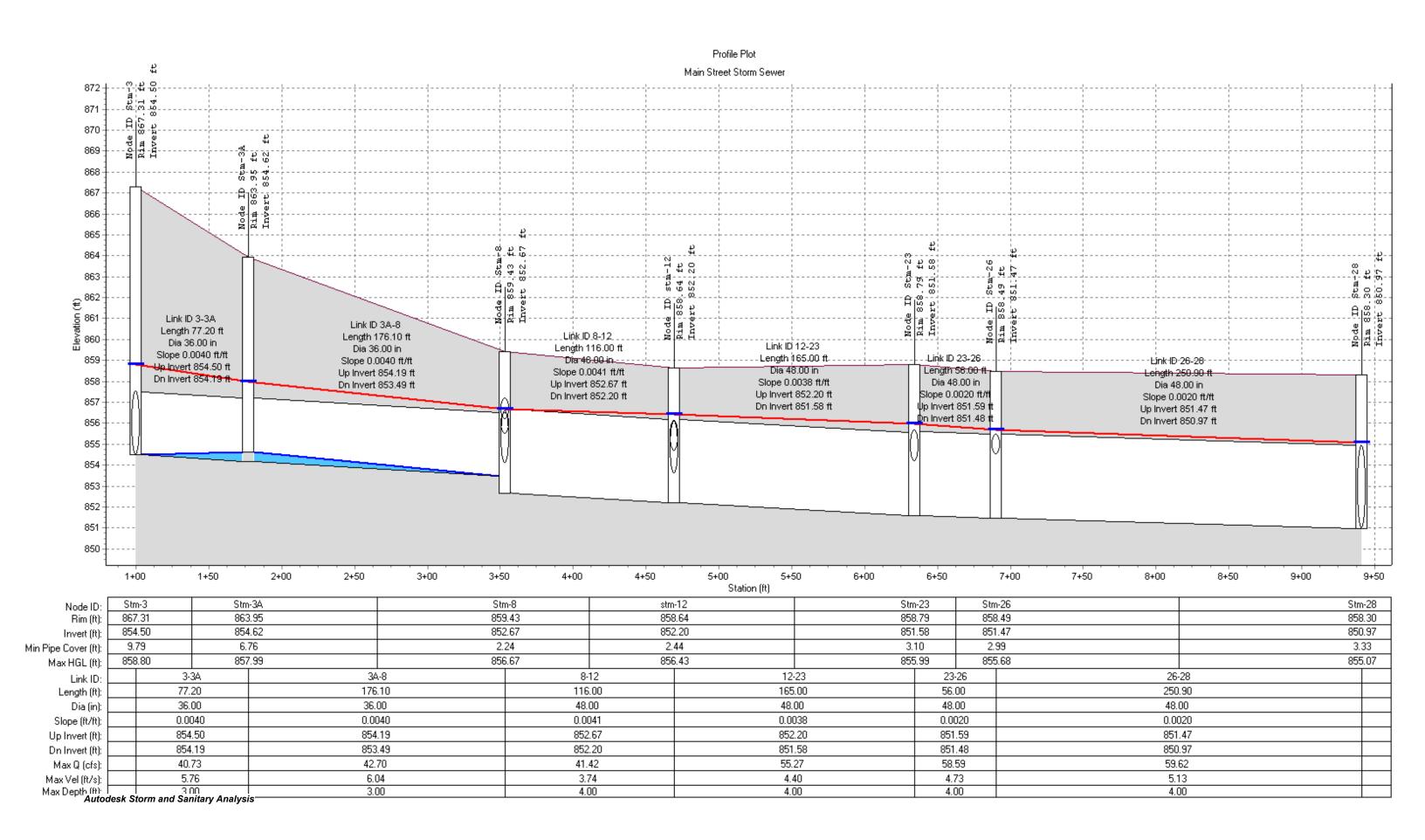
SN Element	Element		Ground/Rim		Surcharge			Max HGL	Max	Min	Time of		Total Time
ID	Type	Elevation	(Max)	Water	Elevation	Area	Inflow		Surcharge			Flooded	Flooded
			Elevation	Elevation				Attained	Depth	Attained	Flooding	Volume	
									Attained		Occurrence		
		(ft)	(ft)	(ft)	(ft)	(ft²)	(cfs)	(ft)	(ft)		(days hh:mm)	(ac-in)	(min)
1 Stm-1	Junction	855.11	866.59	855.11	866.59	0.00	39.40	860.01	0.00	6.58	0 00:00	0.00	0.00
2 Stm-10	Junction	854.85	857.95	854.85	857.95	0.00	3.34	856.67	0.00	1.28	0 00:00	0.00	0.00
3 Stm-11	Junction	854.73	857.95	854.73	857.95	0.00	4.25	856.57	0.00	1.38	0 00:00	0.00	0.00
4 stm-12	Junction	852.20	858.64	852.20	858.64	0.00	55.47	856.43	0.00	2.21	0 00:00	0.00	0.00
5 Stm-14	Junction	857.82	860.75	857.82	860.75	0.00	3.22	860.75	0.00	0.00	0 00:05	0.03	2.00
6 Stm-16	Junction	857.00	860.75	857.00	860.75	0.00	5.34	860.75	0.00	0.00	0 00:04	0.00	0.00
7 Stm-18	Junction	856.15	860.75	856.15	860.75	0.00	7.89	860.75	0.00	0.00	0 00:04	0.00	0.00
8 Stm-2	Junction	854.62	866.53	854.62	866.53	0.00	40.71	859.35	0.00	7.18	0 00:00	0.00	0.00
9 Stm-20	Junction	855.34	860.75	855.34	860.75	0.00	10.61	860.75	0.00	0.00	0 00:04	0.00	0.00
10 Stm-21	Junction	855.15	859.80	855.15	859.80	0.00	1.22	856.59	0.00	3.21	0 00:00	0.00	0.00
11 Stm-23	Junction	851.58	858.79	851.58	858.79	0.00	59.46	855.99	0.00	2.80	0 00:00	0.00	0.00
12 Stm-24	Junction	854.89	857.89	854.89	857.89	0.00	3.20	856.52	0.00	1.37	0 00:00	0.00	0.00
13 Stm-25	Junction	854.57	857.89	854.57	857.89	0.00	3.20	856.00	0.00	1.89	0 00:00	0.00	0.00
14 Stm-26	Junction	851.47	858.49	851.47	858.49	0.00	60.61	855.68	0.00	2.81	0 00:00	0.00	0.00
15 Stm-27(FES)	Junction	851.42	851.42	851.42	851.42	0.00	62.37	855.42	0.00	0.00	0 00:15	0.34	4.00
16 Stm-28	Junction	850.97	858.30	850.97	858.30		105.90	855.07	0.00	3.23	0 00:00	0.00	0.00
17 Stm-3	Junction	854.50	867.31	854.50	867.31	0.00	40.70	858.80	0.00	8.51	0 00:00	0.00	0.00
18 Stm-30(FES)	Junction	851.42	855.42	851.42	855.42		116.74	855.42	0.00	0.00	0 00:15	4.62	12.00
19 Stm-31	Junction	851.20	857.95	851.20	857.95	0.00	73.20	854.82	0.00	3.13	0 00:00	0.00	0.00
20 Stm-32	Junction	851.03	857.95	851.03	857.95	0.00	76.58	853.84	0.00	4.11	0 00:00	0.00	0.00
21 Stm-34	Junction	849.05	856.20	849.05	856.20		105.81	852.56	0.00	3.64	0 00:00	0.00	0.00
22 Stm-35	Junction	849.05	856.20	849.05	856.20	0.00	76.54	851.70	0.00	4.50	0 00:00	0.00	0.00
23 Stm-36	Junction	843.82	861.50	843.82	861.50		105.54	847.70	0.00	13.80	0 00:00	0.00	0.00
24 Stm-37	Junction	843.82	861.50	843.82	861.50	0.00	76.27	846.62	0.00	14.88	0 00:00	0.00	0.00
25 Stm-38	Junction	830.03	849.30	831.02	849.30		105.50	835.14	0.00	14.16	0 00:00	0.00	0.00
26 Stm-39	Junction	831.02	849.30	831.02	849.30	0.00	76.29	833.93	0.00	15.37	0 00:00	0.00	0.00
27 Stm-3A	Junction	854.62	863.95	854.62	863.95	0.00	42.62	857.99	0.00	5.96	0 00:00	0.00	0.00
28 Stm-4	Junction	855.42	858.42	855.42	858.42	0.00	2.14	856.79	0.00	1.63	0 00:00	0.00	0.00
29 Stm-40	Junction	820.46	841.50	820.46	841.50		105.50	824.72	0.00	16.78	0 00:00	0.00	0.00
30 Stm-41	Junction	820.41	837.50	820.41	837.50	0.00	76.30	823.50	0.00	14.00	0 00:00	0.00	0.00
31 Stm-5	Junction	855.58	858.78	855.58	858.78	0.00	0.31	856.67	0.00	2.11	0 00:00	0.00	0.00
32 Stm-53	Junction	864.82	868.38	864.82	868.38	0.00	2.37	867.64	0.00	0.74	0 00:00	0.00	0.00
33 Stm-54	Junction	864.38	868.38	864.38	868.38	0.00	4.59	867.38	0.00	1.00	0 00:00	0.00	0.00
34 Stm-55	Junction	864.20	869.02	864.20	869.02	0.00	4.59	866.78	0.00	2.24	0 00:00	0.00	0.00
35 Stm-56	Junction	860.70	869.58	860.70	869.58	0.00	4.59	862.58	0.00	7.00	0 00:00	0.00	0.00
36 Stm-6	Junction	856.67	859.56	856.67	859.56	0.00	1.56	857.82	0.00	1.74	0 00:00	0.00	0.00
37 Stm-60	Junction	854.54	857.54	854.54	857.54	0.00	3.72	855.79	0.00	1.75	0 00:00	0.00	0.00
38 Stm-61	Junction	854.54	857.54	854.54	857.54	0.00	3.79	855.81	0.00	1.73	0 00:00	0.00	0.00
39 Stm-7	Junction	856.46	859.56	856.46	859.56	0.00	3.12	857.72	0.00	1.84	0 00:00	0.00	0.00
40 Stm-8	Junction	852.67	859.43	852.67	859.43	0.00	45.81	856.67	0.00	2.76	0 00:00	0.00	0.00
41 Stm-9(FES)	Junction	854.00	854.00	854.00	854.00	0.00	22.39	856.50	0.00	0.00	0 00:15	1.39	11.00
42 Stm-D(FES)	Junction	854.10	854.10	854.10	854.10	0.00	47.91	856.60	0.00	0.00	0 00:15	6.29	15.00
43 Stm-42(FES)	Outfall	820.00					105.50	822.81					
, ,		820.00					76.31	822.26					
45 Stm-57(FES)	Outfall	860.00					4.42	861.00					

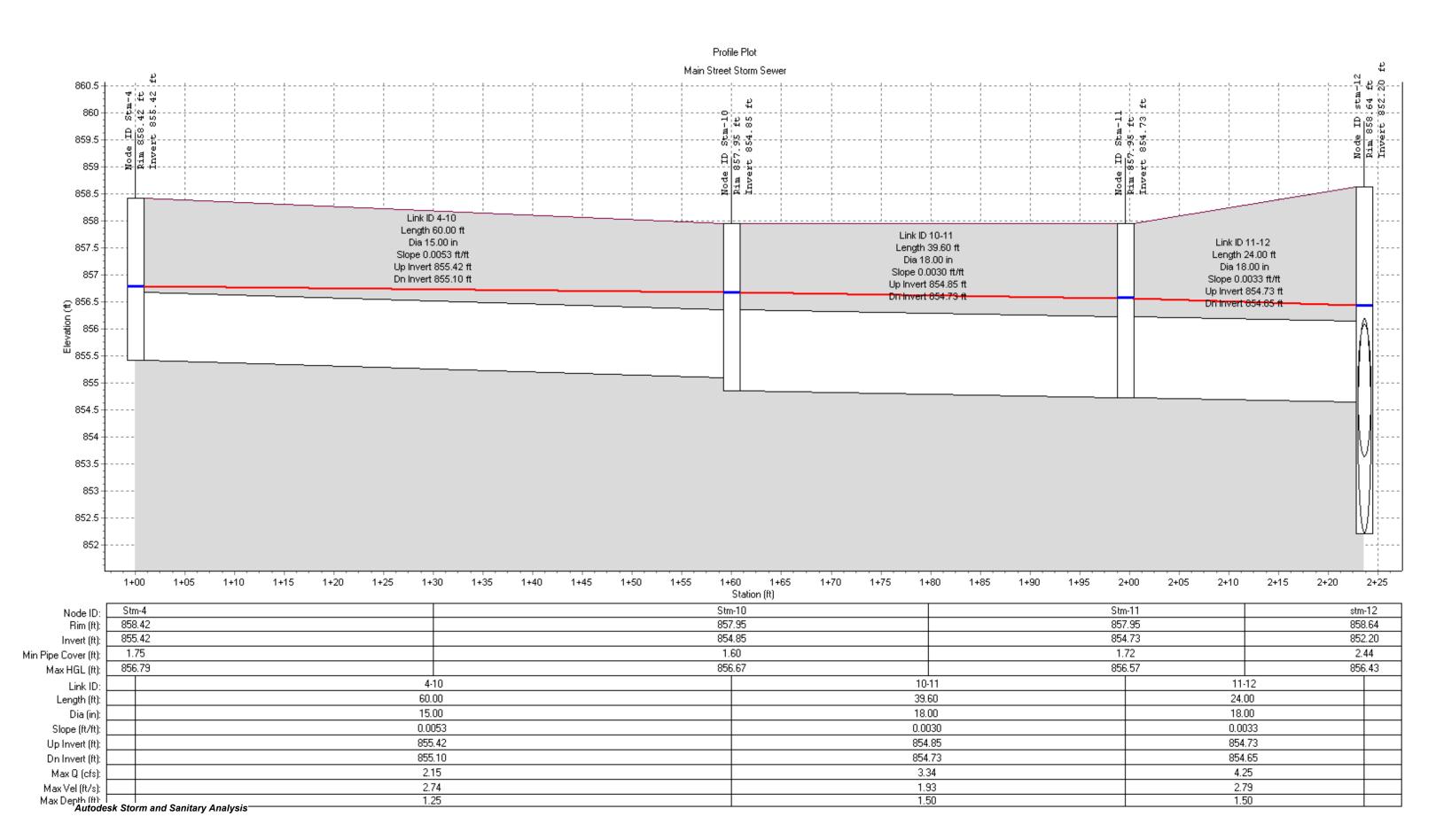
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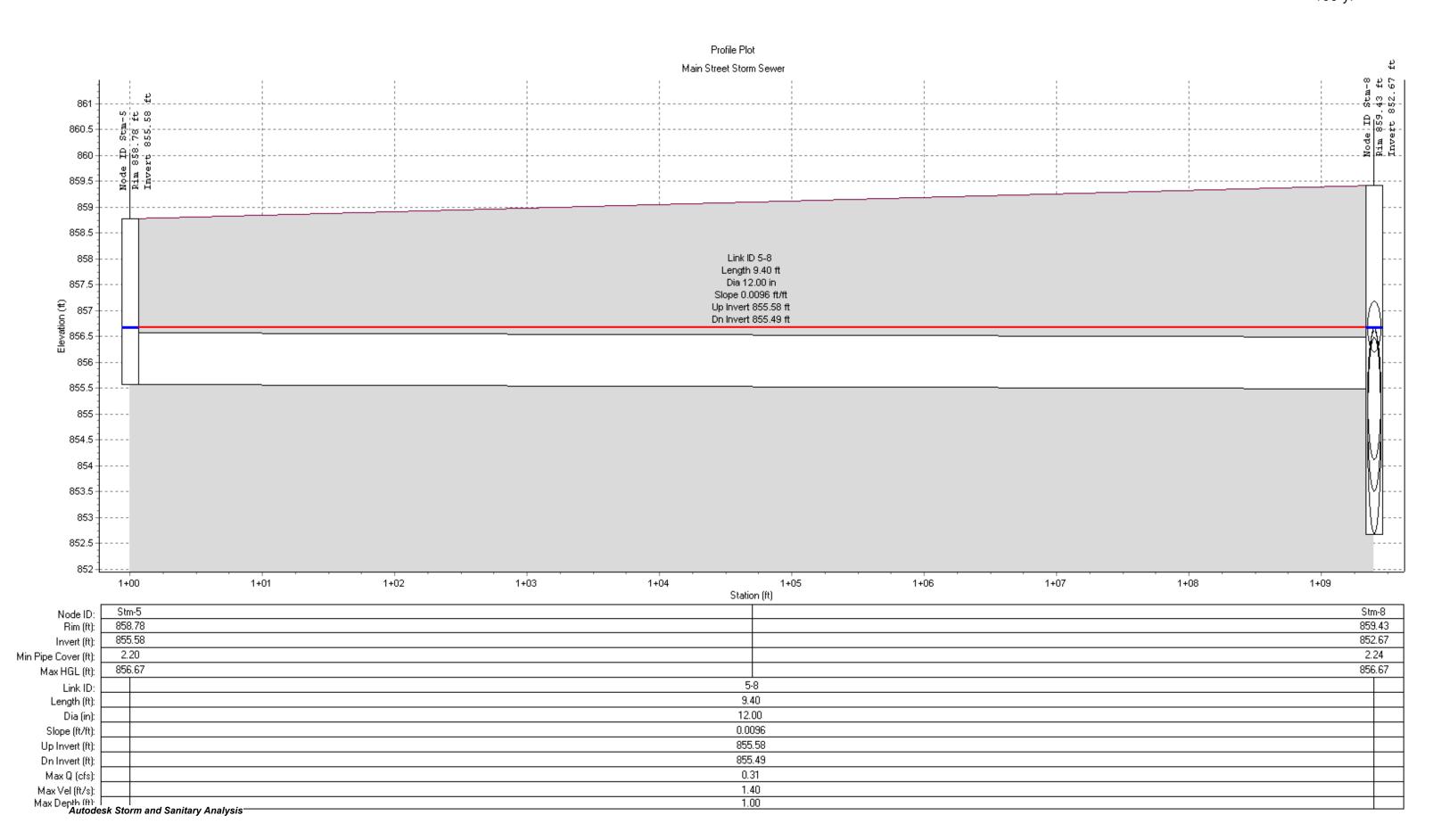
SN Element			To (Outlet)	Length	Inlet			Diameter or			Design Flow					Total Time Reported
ID	Туре	(Inlet)	Node		Invert	Invert	Slope	Height	Roughness	Flow	Capacity	Design Flow	Velocity	Depth		Surcharged Condition
		Node			Elevation	Elevation						Ratio			Total Depth Ratio	
				(ft)	(ft)	(ft)	(%)	(in)		(cfs)	(cfs)		(ft/sec)	(ft)	Natio	(min)
1 10-11	Pipe	Stm-10	Stm-11	39.60	854.85	854.73	0.3000	18.000	0.0130	3.34	5.78	0.58	1.93	1.50	1.00	11.00 SURCHARGED
2 11-12	Pipe	Stm-11	stm-12	24.00	854.73	854.65	0.3300	18.000	0.0150	4.25	5.26	0.81	2.79	1.50	1.00	12.00 SURCHARGED
3 1-2	Pipe	Stm-1	Stm-2	49.40	855.11	854.62	0.9900	36.000	0.0130	39.39	66.43	0.59	5.57	3.00	1.00	9.00 SURCHARGED
4 12-23	Pipe	stm-12	Stm-23	165.00	852.20	851.58	0.3800	48.000	0.0130	55.27	88.05	0.63	4.40	4.00	1.00	12.00 SURCHARGED
5 14-16	Pipe	Stm-14	Stm-16	136.00	857.82	857.00	0.6000	10.000	0.0100	2.76	2.21	1.25	5.07	0.83	1.00	4.00 SURCHARGED
6 16-18	Pipe	Stm-16	Stm-18	141.00	857.00	856.15	0.6000	15.000	0.0100	5.06	6.52	0.78	4.12	1.25	1.00	3.00 SURCHARGED
7 18-20	Pipe	Stm-18	Stm-20	135.00	856.15	855.34	0.6000	15.000	0.0100	7.88	6.50	1.21	6.42	1.25	1.00	4.00 SURCHARGED
8 20-23	Pipe	Stm-20	Stm-23	192.20	855.34	854.19	0.6000	18.000	0.0130	10.61	8.13	1.31	6.25	1.38	0.92	0.00 > CAPACITY
9 21-24	Pipe	Stm-21	Stm-24	25.70	855.15	854.89	1.0100	12.000	0.0130	1.23	3.58	0.34	1.69	1.00	1.00	6.00 SURCHARGED
10 2-3	Pipe	Stm-2	Stm-3	9.50	854.62	854.52	1.0500	36.000	0.0130	40.70	68.43	0.59	5.76	3.00	1.00	10.00 SURCHARGED
11 23-26	Pipe	Stm-23	Stm-26	56.00	851.59	851.48	0.2000	48.000	0.0130	58.59	63.66	0.92	4.73	4.00	1.00	8.00 SURCHARGED
12 24-25	Pipe	Stm-24	Stm-25	32.30	854.89	854.57	0.9900	12.000	0.0130	3.20	3.55	0.90	4.08	1.00	1.00	8.00 SURCHARGED
13 25-26	Pipe	Stm-25	Stm-26	7.20	854.57	854.50	0.9700	12.000	0.0130	3.20	3.51	0.91	4.08	1.00	1.00	7.00 SURCHARGED
14 26-28	Pipe	Stm-26	Stm-28	250.90	851.47	850.97	0.2000	48.000	0.0130	59.62	64.12	0.93	5.13	4.00	1.00	5.00 SURCHARGED
15 27-28	Pipe	Stm-27(FES)		60.00	851.42	850.97	0.7500	48.000	0.0130	53.52	124.40	0.43	5.44	4.00		4.00 SURCHARGED
16 28-34	Pipe	Stm-28	Stm-34	252.00	850.97	849.05	0.7600	48.000	0.0130	105.81	125.38	0.84	8.69	3.75	0.94	0.00 Calculated
17 30-31	Pipe	Stm-30(FES)	Stm-31	30.00	851.42	851.20	0.7300	48.000	0.0130	71.64	123.01	0.58	5.83	3.81	0.95	0.00 Calculated
18 31-32	Pipe	Stm-31	Stm-32	22.00	851.20	851.03	0.7700	48.000	0.0130	73.11	126.27	0.58	6.84	3.22		0.00 Calculated
19 32-35	Pipe	Stm-32	Stm-35	260.00	851.03	849.05	0.7600	48.000	0.0130	76.54	125.35	0.61	8.53	2.73	0.68	0.00 Calculated
20 3-3A	Pipe	Stm-3	Stm-3A	77.20	854.50	854.19	0.4000	36.000	0.0130	40.73	26.30	1.55	5.76	3.00		3.00 SURCHARGED
21 34-36	Pipe	Stm-34	Stm-36	362.00	849.05	846.32	0.7500	48.000	0.0130	105.54	124.74	0.85	9.94	3.17	0.79	0.00 Calculated
22 35-37	Pipe	Stm-35	Stm-37	360.00	849.05	846.32	0.7600	48.000	0.0130	76.27	125.09	0.61	9.45	2.45		0.00 Calculated
23 36-38	Pipe	Stm-36	Stm-38	200.00	843.82	842.30	0.7600	48.000	0.0130		125.23	0.84	9.54	3.35		0.00 Calculated
24 37-39	Pipe	Stm-37	Stm-39	200.00	843.82	842.30	0.7600	48.000	0.0130	76.29	125.23	0.61	9.11	2.53	0.63	0.00 Calculated
25 38-40	Pipe	Stm-38	Stm-40	130.00	831.02	830.03	0.7600	48.000	0.0130		125.35	0.84	9.25	3.41	0.85	0.00 Calculated
26 39-41	Pipe	Stm-39	Stm-41	130.00	831.02	830.03	0.7600	48.000	0.0130	76.30	125.35	0.61	8.90	2.58		0.00 Calculated
27 3A-8	Pipe	Stm-3A	Stm-8	176.10	854.19	853.49	0.4000	36.000	0.0130	42.70	53.43	0.80	6.04	3.00		3.00 SURCHARGED
28 40-42	Pipe	Stm-40	Stm-42(FES)	60.00	820.46	820.00	0.7700	48.000	0.0130		125.77	0.84	9.26	3.40		0.00 Calculated
29 4-10	Pipe	Stm-4	Stm-10	60.00	855.42	855.10	0.5300	15.000	0.0130	2.15	4.72	0.46	2.74	1.25		3.00 SURCHARGED
30 41-43	Pipe	Stm-41	Stm-43(FES)	54.00	820.41	820.00	0.7600	48.000	0.0130	76.31	125.16	0.61	8.54	2.68		0.00 Calculated
31 53-54	Pipe	Stm-53	Stm-54	22.00	864.82	864.38	2.0000	12.000	0.0130	2.37	5.04	0.47	3.02	1.00		2.00 SURCHARGED
32 54-55	Pipe	Stm-54	Stm-55	9.00	864.38	864.20		12.000	0.0130	4.59	5.04	0.91	5.84	1.00		2.00 SURCHARGED
33 55-56	Pipe	Stm-55	Stm-56	93.40	864.20	863.27	1.0000	12.000	0.0130	4.59	3.56	1.29	5.98	0.95		0.00 > CAPACITY
34 56-57	Pipe	Stm-56	Stm-57(FES)	70.00	860.70	860.00	1.0000	12.000	0.0130	4.42	3.56	1.24	5.63	1.00		2.00 SURCHARGED
35 5-8	Pipe	Stm-5	Stm-8	9.40	855.58	855.49	0.9600	12.000	0.0130	0.31	3.49	0.09	1.40	1.00		8.00 SURCHARGED
36 60-32	Pipe	Stm-60	Stm-32	10.00	854.54	854.44	1.0000	12.000	0.0130	3.72	3.56	1.05	4.96	0.91	0.91	0.00 > CAPACITY
37 61-31	Pipe	Stm-61	Stm-31	10.00	854.54	854.44	1.0000	12.000	0.0130	3.79	3.56	1.06	5.04	0.91	0.91	0.00 > CAPACITY
38 6-7	Pipe	Stm-6	Stm-7	21.20	856.67	856.46	0.9900	12.000	0.0130	1.56	3.55	0.44	1.99	1.00		3.00 SURCHARGED
39 7-8	Pipe	Stm-7	Stm-8	56.30	856.47	856.19	0.5000	12.000	0.0130	3.12	2.51	1.24	4.27	0.88		0.00 > CAPACITY
40 8-12	Pipe	Stm-8	stm-12	116.00	852.67	852.20	0.4100	48.000	0.0150	41.42	79.24	0.52	3.74	4.00		0.00 Calculated
41 9-12	Pipe	Stm-9(FES)	stm-12	69.00	854.00	853.60	0.5800	30.000	0.0150	14.30	27.07	0.53	4.19	2.50		11.00 SURCHARGED
42 D-8	Pipe	Stm-8	Stm-D(FES)	30.00	854.10	853.87	0.7700	30.000	0.0130	21.45	2.37	9.06	4.92	2.50	1.00	6.00 SURCHARGED

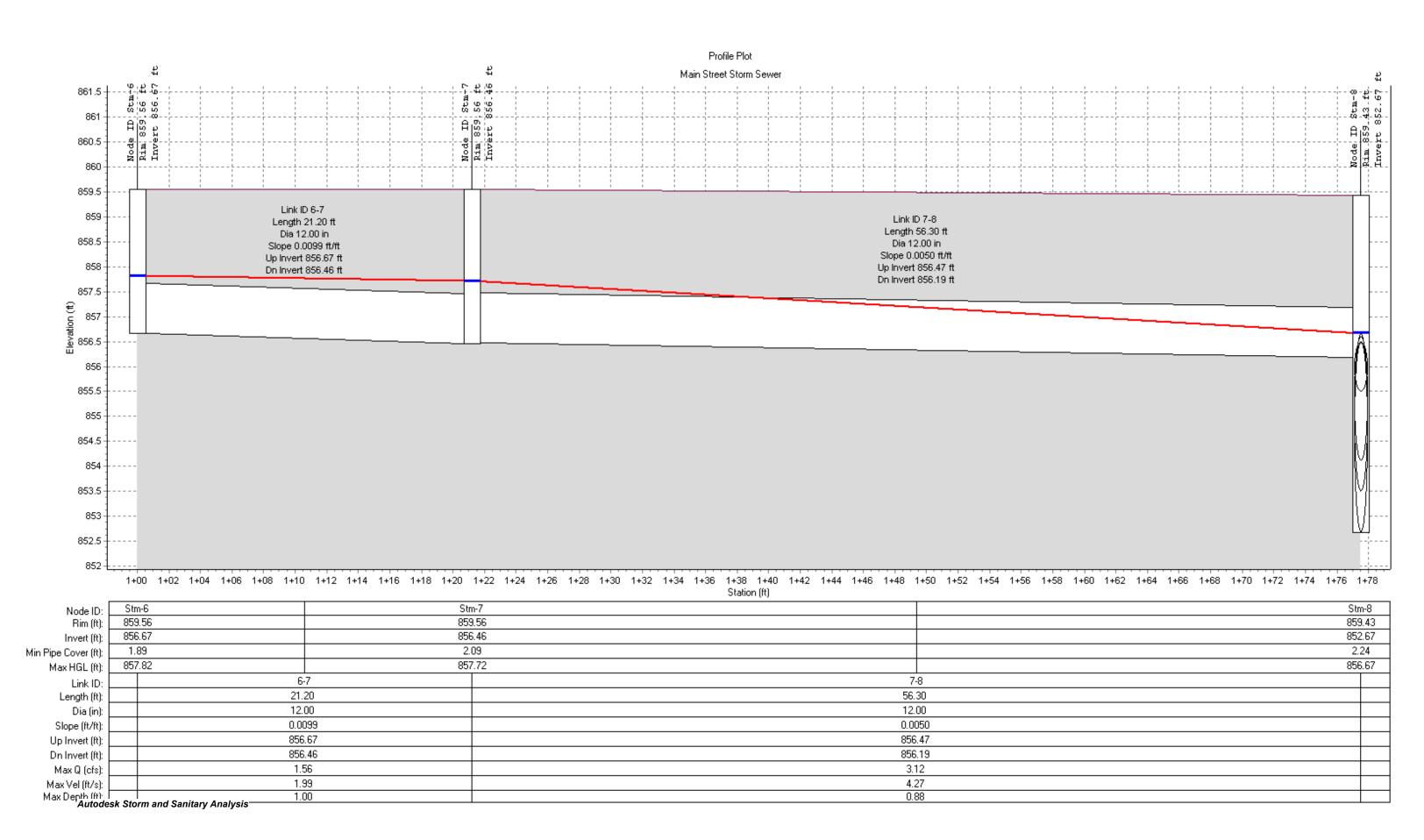
Profile Plot

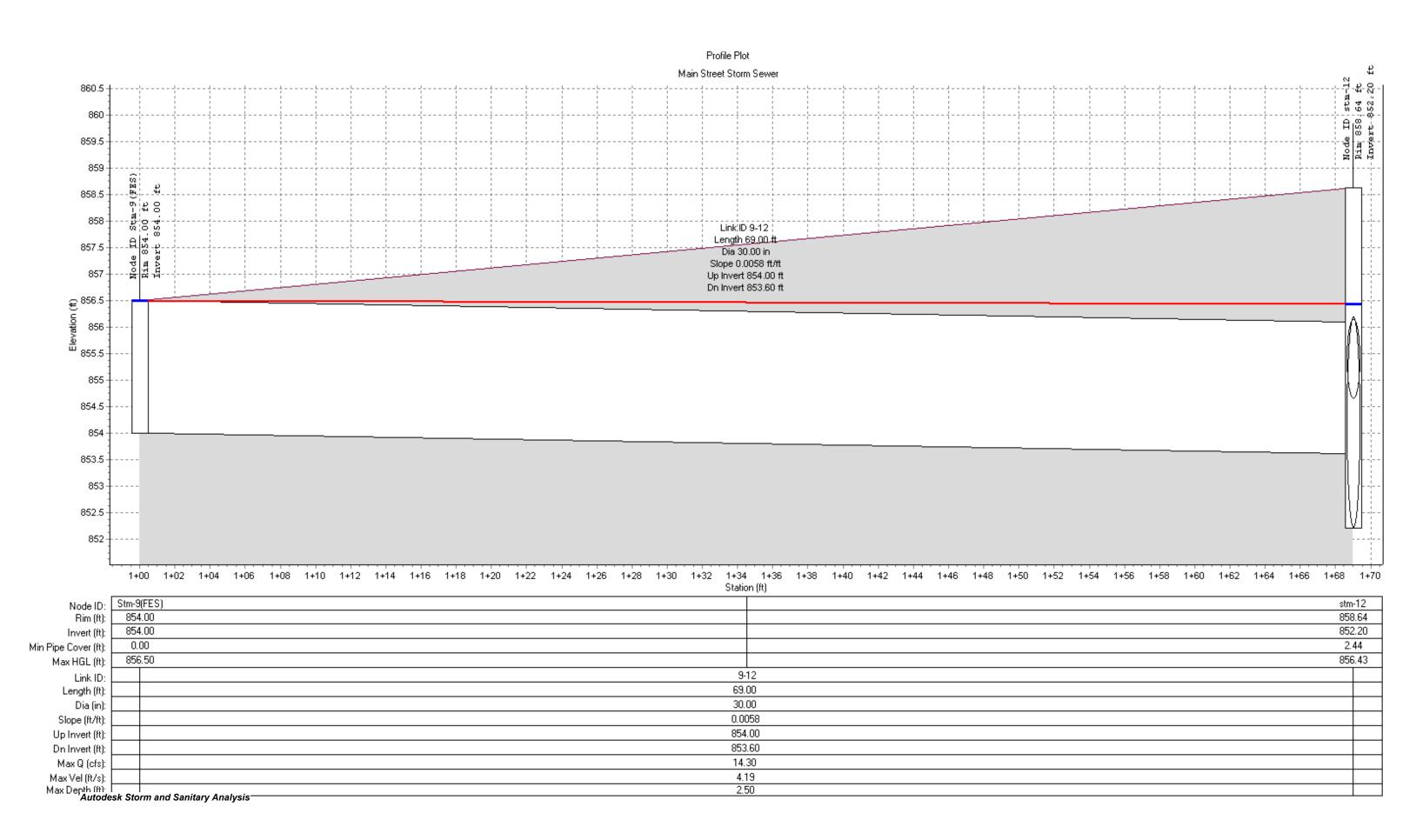


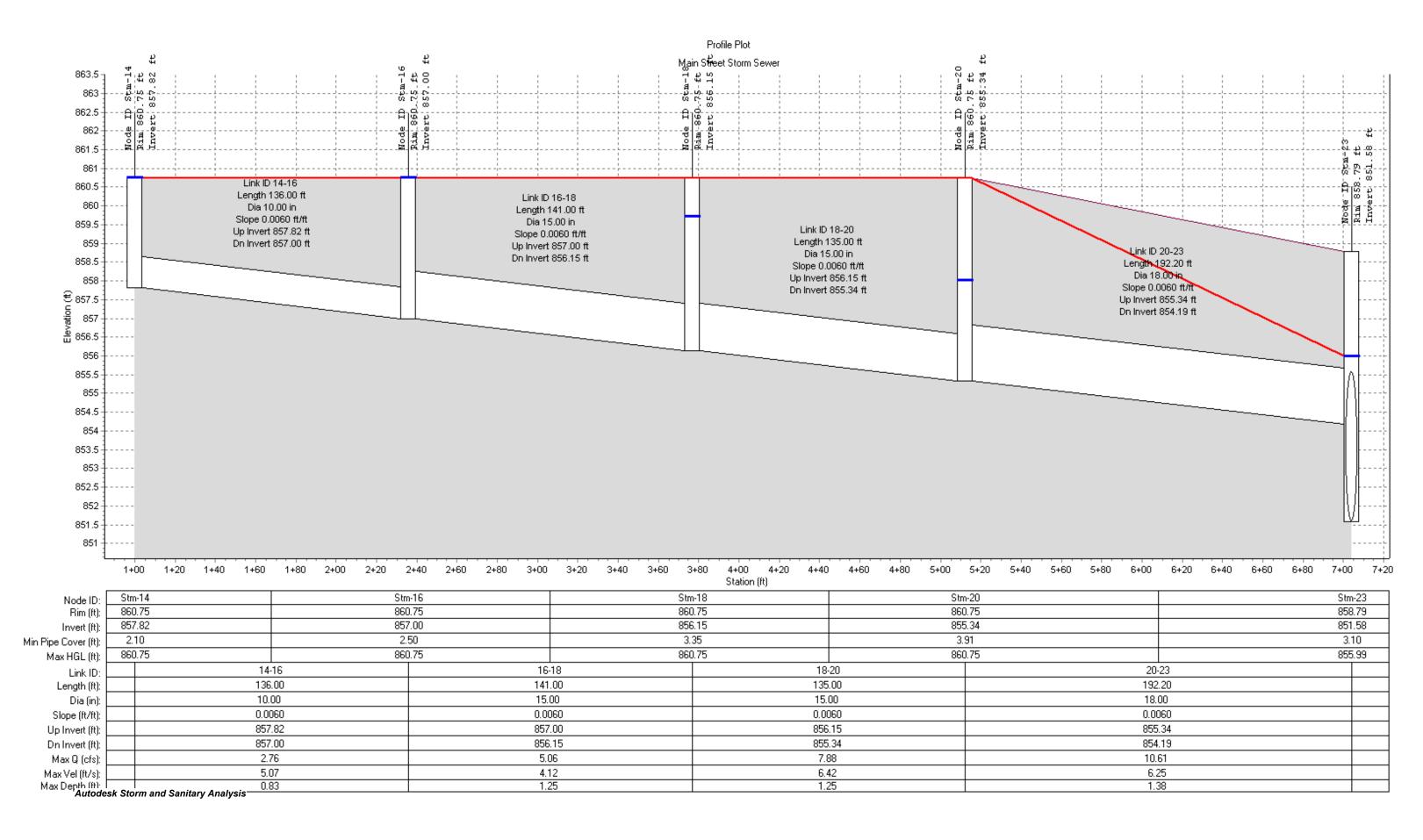


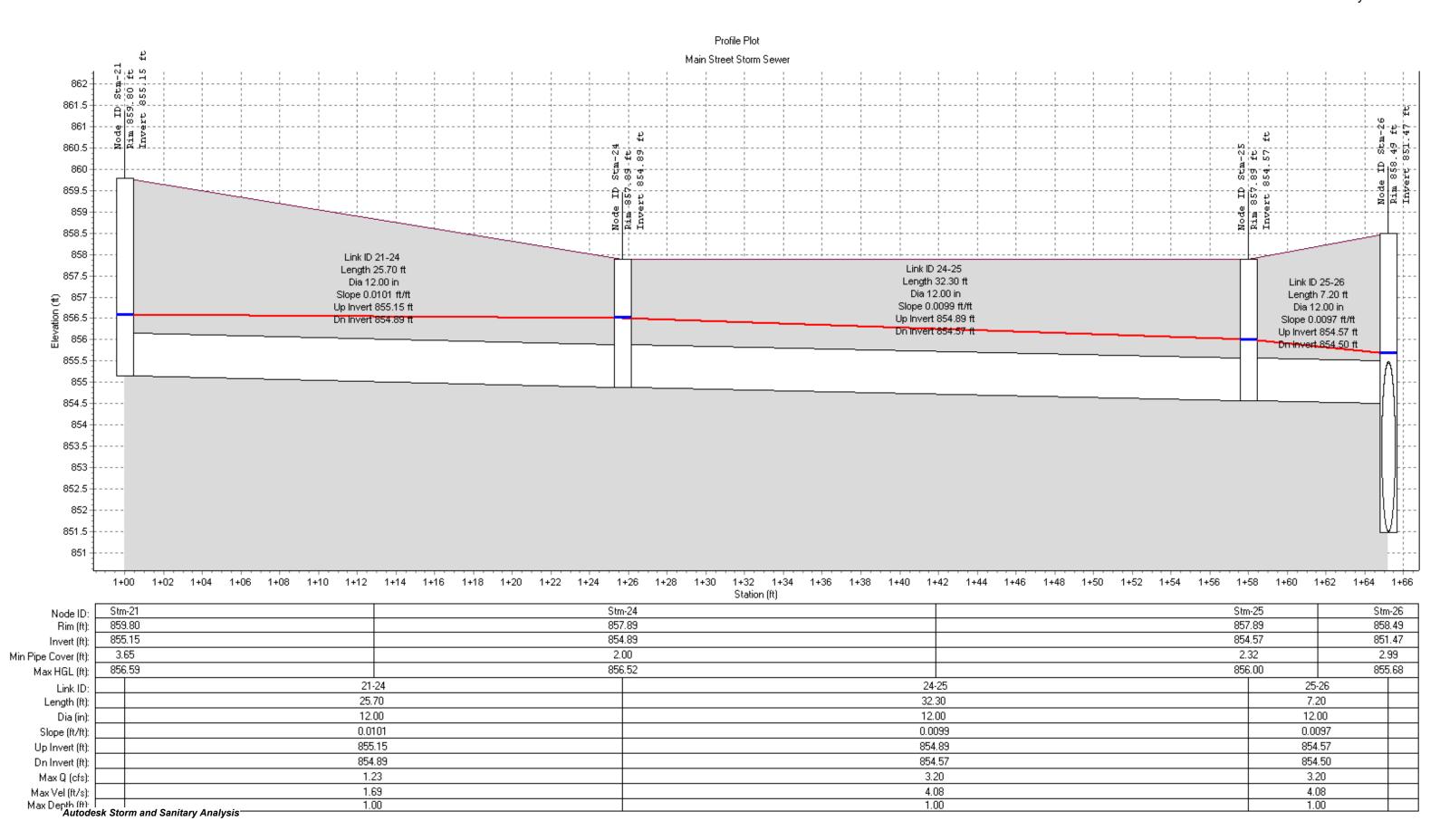


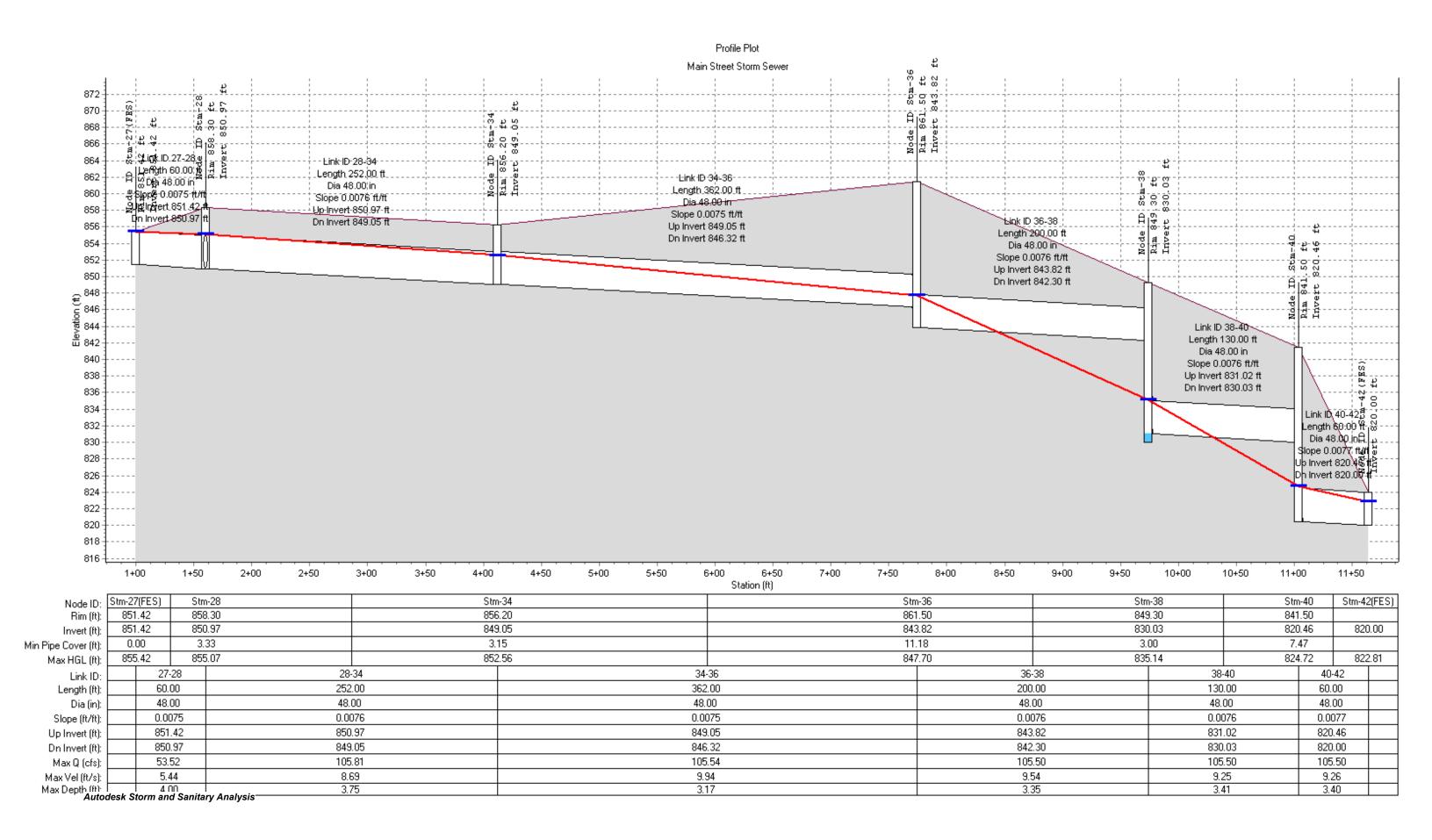


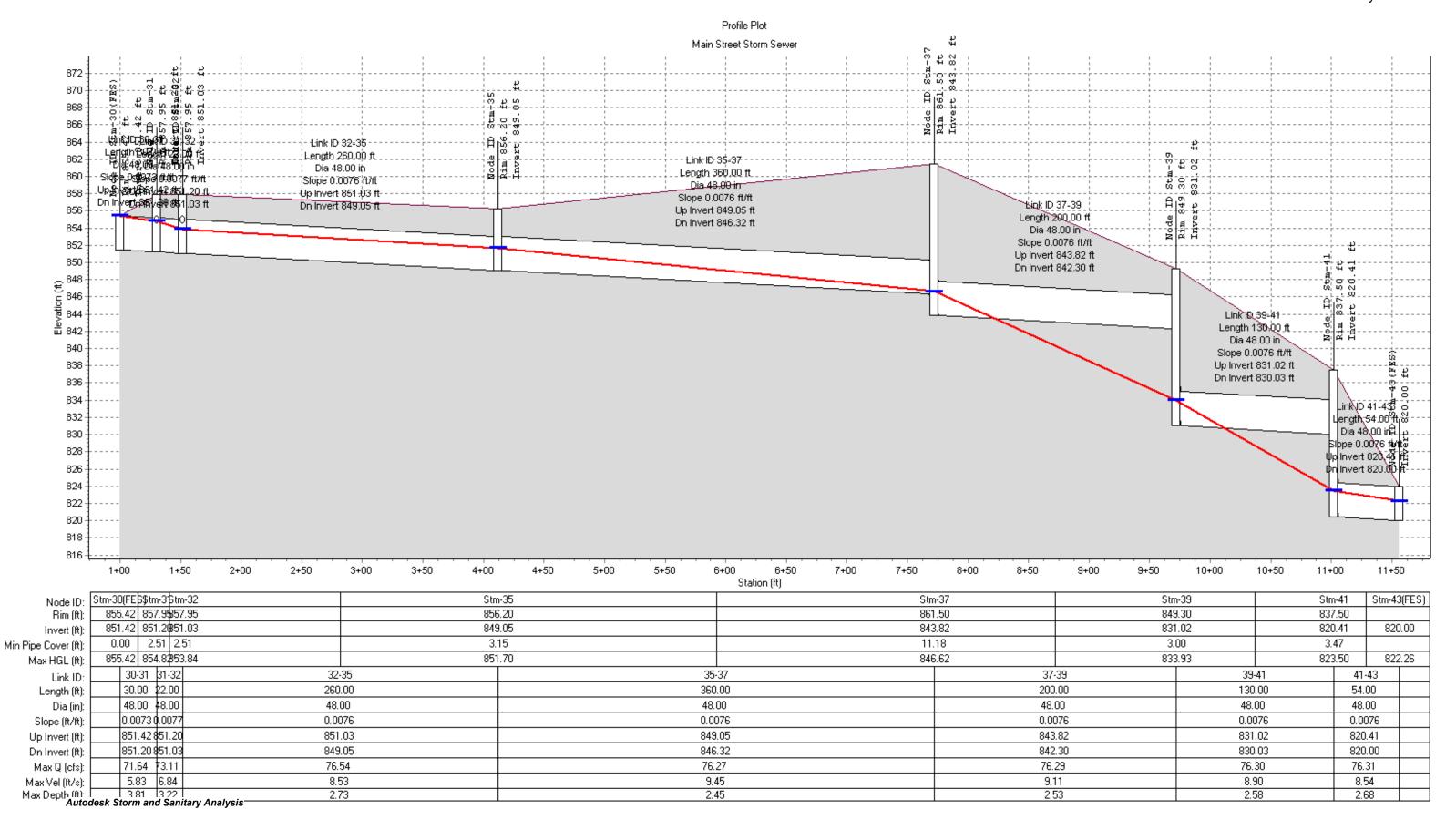


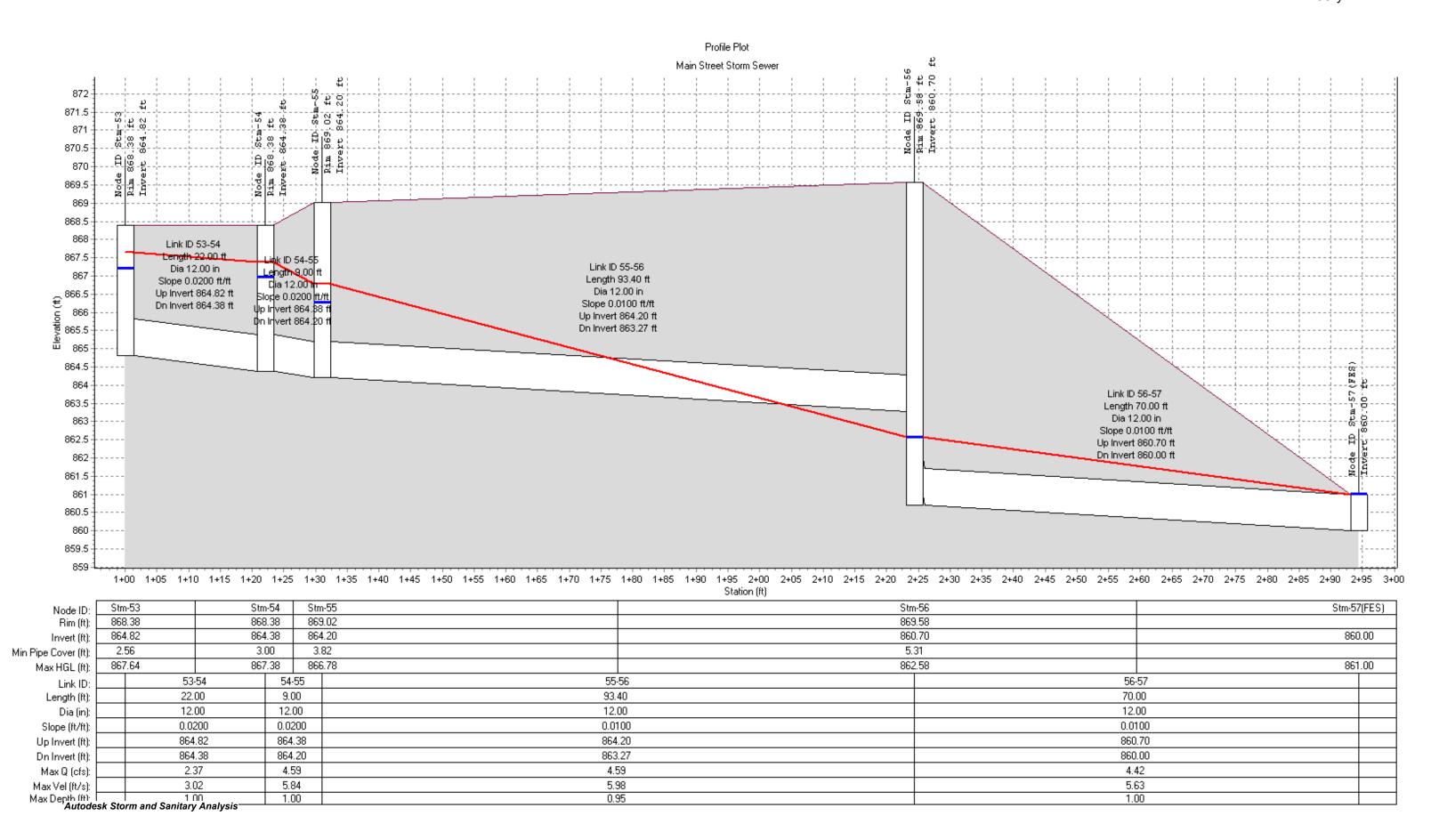


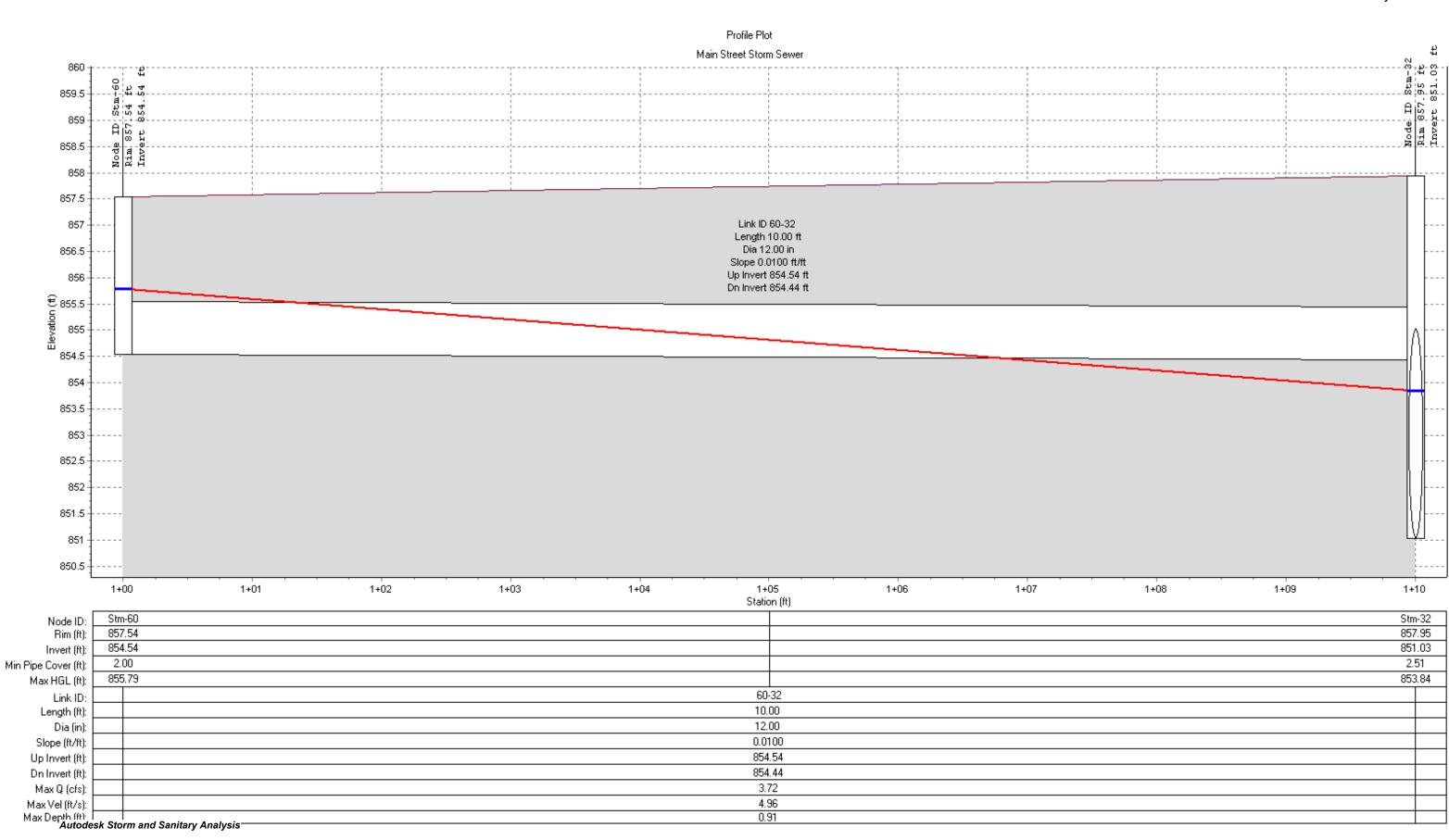




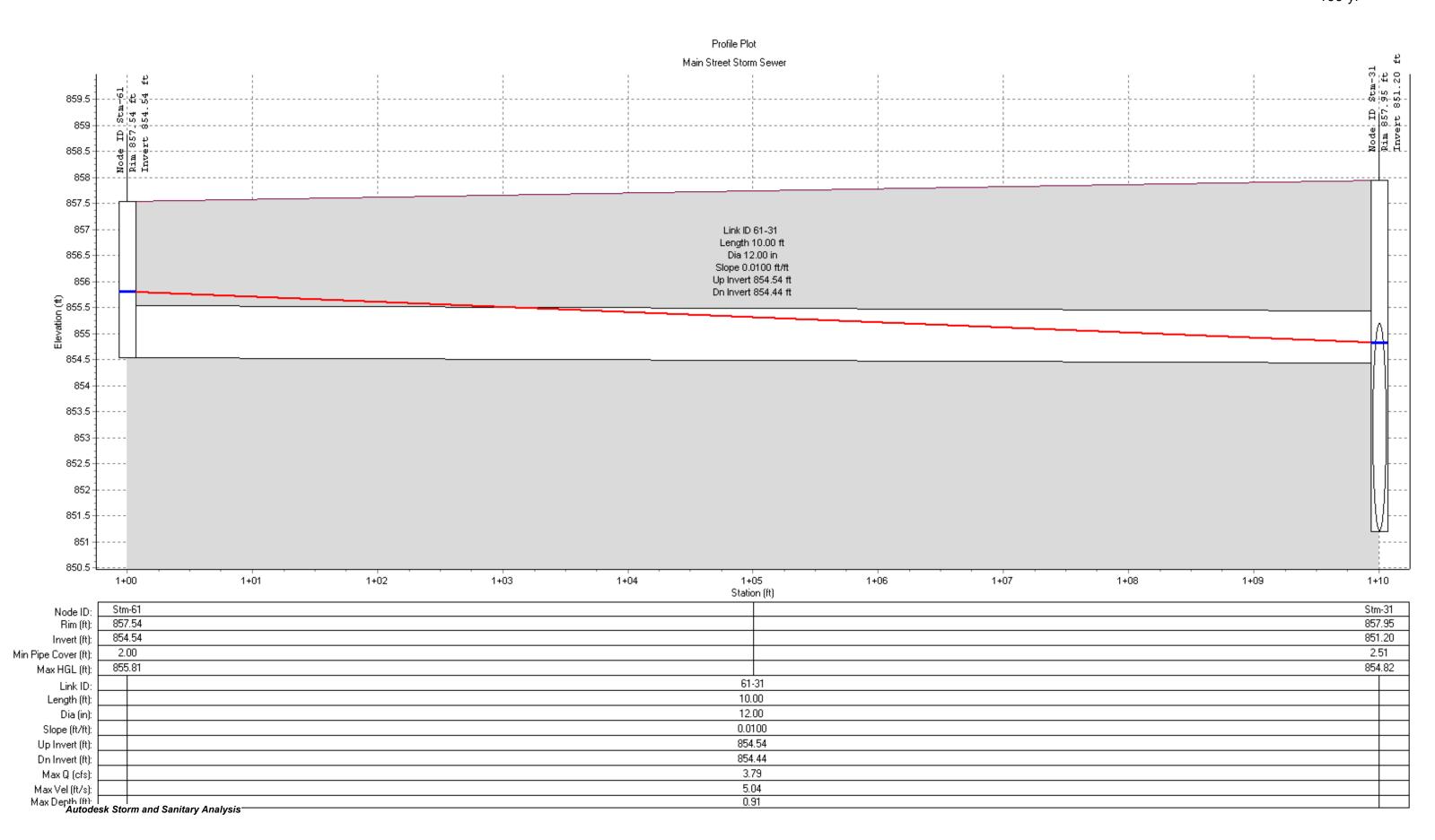


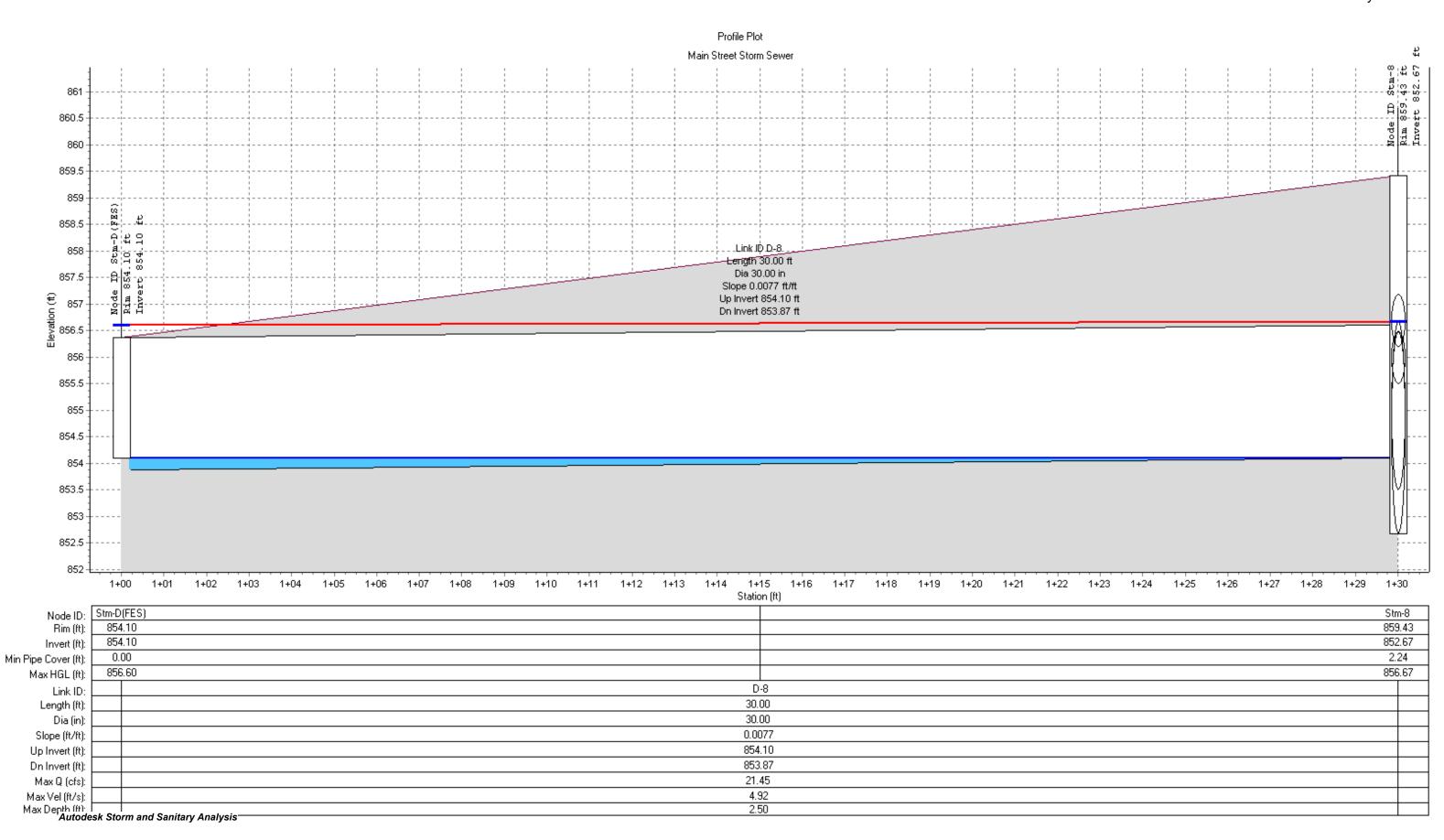






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Rock Road Business Park

Project: Project No.: 1411.40-IL 3/21/2023 Date:

INLET CAPACITY

SOLVE FOR DEPTH OF PONDING - H (USE EQUATION WHICH YIELDS LARGER DEPTH)

		1 (R-3015)		Structure No.		2 (R-3015)		Structure No.		4 (R-3015)	
AREA (ac.)=		0.160		AREA (ac.)=		0.160		AREA (ac.)=		0.350	
IMP. AREA (ac.)	=		0.070	IMP. AREA (ac.)	=		0.090	IMP. AREA (ac.)	=		0.200
PER. AREA (ac.)	=		0.090	PER. AREA (ac.)	=		0.070	PER. AREA (ac.)	=		0.150
RUNOFF C =		0.591		RUNOFF C =		0.659		RUNOFF C =		0.664	
Tc (min.) =		5		Tc (min.) =		5		Tc (min.) =		5	
GRATE AREA (so	q.ft.) =		1.1	GRATE AREA (se	q.ft.) =		1.1	GRATE AREA (se	q.ft.) =		1.1
GRATE PERIME	TER (ft.) =		4.6	GRATE PERIME			4.6	GRATE PERIME			4.6
	10-YR.	100-YR.			10-YR.	100-YR.			10-YR.	100-YR.	
I (in.)	7.44	12.36		I (in.)	7.44	12.36		I (in.)	7.44	12.36	
Q (cfs)	0.703	1.168		Q (cfs)	0.785	1.304		Q (cfs)	1.730	2.874	
H (ft.)	0.13	0.18		H (ft.)	0.14	0.19		H (ft.)	0.24	0.33	
Structure No.		5		Structure No.		10		Structure No.		11	
AREA (ac.)=		0.300		AREA (ac.)=		0.190		AREA (ac.)=		0.140	
IMP. AREA (ac.)			0.180	IMP. AREA (ac.)			0.110	IMP. AREA (ac.)			0.090
PER. AREA (ac.)	=		0.120	PER. AREA (ac.)	=		0.080	PER. AREA (ac.)	=		0.050
RUNOFF C =		0.680		RUNOFF C =		0.668		RUNOFF C =		0.704	
Tc (min.) =		5		Tc (min.) =		5		Tc (min.) =		5	
GRATE AREA (so	q.ft.) =		1.1	GRATE AREA (se	q.ft.) =		1.1	GRATE AREA (s	q.ft.) =		1.1
GRATE PERIME	TER (ft.) =		4.6	GRATE PERIME	TER (ft.) =		4.6	GRATE PERIME	TER (ft.) =		4.6
	<u>10-YR.</u>	100-YR.	_		<u>10-YR.</u>	100-YR.			<u>10-YR.</u>	<u>100-YR.</u>	_
I (in.)	7.44	12.36		I (in.)	7.44	12.36		I (in.)	7.44	12.36	
Q (cfs)	1.518	2.521	_	Q (cfs)	0.945	1.570	_	Q (cfs)	0.733	1.217	
H (ft.)	0.22	0.30		H (ft.)	0.16	0.22		H (ft.)	0.13	0.19	
Structure No.		6 (R-3015)		Structure No.		7 (R-3015)		Structure No.		53 (R-3015)	
AREA (ac.)=		0.290		AREA (ac.)=						()	
						0.290		AREA (ac.)=		0.320	
IIVIP. AREA (ac.)	=		0.120) =	0.290	0.120	AREA (ac.)= IMP. AREA (ac.)	=	0.320	0.150
IMP. AREA (ac.) PER. AREA (ac.)			0.120 0.170	IMP. AREA (ac.)		0.290	0.120	IMP. AREA (ac.)		0.320	0.150 0.170
PER. AREA (ac.)		0.578	0.120 0.170	IMP. AREA (ac.) PER. AREA (ac.)			0.120 0.170	IMP. AREA (ac.) PER. AREA (ac.)			0.150 0.170
PER. AREA (ac.) RUNOFF C =		0.578		IMP. AREA (ac.) PER. AREA (ac.) RUNOFF C =		0.578		IMP. AREA (ac.) PER. AREA (ac.) RUNOFF C =		0.608	
PER. AREA (ac.) RUNOFF C = Tc (min.) =	=	0.578 5	0.170	IMP. AREA (ac.) PER. AREA (ac.) RUNOFF C = Tc (min.) =	=		0.170	IMP. AREA (ac.) PER. AREA (ac.) RUNOFF C = Tc (min.) =	=		0.170
PER. AREA (ac.) RUNOFF C = Tc (min.) = GRATE AREA (so	= q.ft.) =		0.170	IMP. AREA (ac.) PER. AREA (ac.) RUNOFF C = Tc (min.) = GRATE AREA (so	= q.ft.) =	0.578	0.170	IMP. AREA (ac.) PER. AREA (ac.) RUNOFF C = Tc (min.) = GRATE AREA (so	= q.ft.) =	0.608	0.170
PER. AREA (ac.) RUNOFF C = Tc (min.) =	= q.ft.) = TER (ft.) =	5	0.170	IMP. AREA (ac.) PER. AREA (ac.) RUNOFF C = Tc (min.) =	= q.ft.) = TER (ft.) =	0.578	0.170	IMP. AREA (ac.) PER. AREA (ac.) RUNOFF C = Tc (min.) =	= q.ft.) = TER (ft.) =	0.608	0.170
PER. AREA (ac.) RUNOFF C = Tc (min.) = GRATE AREA (so GRATE PERIME	= q.ft.) = TER (ft.) = <u>10-YR.</u>	5 <u>100-YR.</u>	0.170	IMP. AREA (ac.) PER. AREA (ac.) RUNOFF C = Tc (min.) = GRATE AREA (so	= q.ft.) = TER (ft.) = <u>10-YR.</u>	0.578 5 <u>100-YR.</u>	0.170	IMP. AREA (ac.) PER. AREA (ac.) RUNOFF C = Tc (min.) = GRATE AREA (s.) GRATE PERIME	= q.ft.) = TER (ft.) = <u>10-YR.</u>	0.608 5 <u>100-YR.</u>	0.170
PER. AREA (ac.) RUNOFF C = Tc (min.) = GRATE AREA (so GRATE PERIME	= q.ft.) = TER (ft.) = <u>10-YR.</u> 7.44	5 100-YR. 12.36	0.170	IMP. AREA (ac.) PER. AREA (ac.) RUNOFF C = Tc (min.) = GRATE AREA (st GRATE PERIME	q.ft.) = TER (ft.) = <u>10-YR.</u> 7.44	0.578 5 <u>100-YR.</u> 12.36	0.170	IMP. AREA (ac.) PER. AREA (ac.) RUNOFF C = Tc (min.) = GRATE AREA (s. GRATE PERIME	= q.ft.) = FER (ft.) = <u>10-YR.</u> 7.44	0.608 5 <u>100-YR.</u> 12.36	0.170
PER. AREA (ac.) RUNOFF C = Tc (min.) = GRATE AREA (so GRATE PERIME I (in.) Q (cfs)	= q.ft.) = TER (ft.) = <u>10-YR.</u> 7.44 1.246	100-YR. 12.36 2.070	0.170	IMP. AREA (ac.) PER. AREA (ac.) RUNOFF C = Tc (min.) = GRATE AREA (st GRATE PERIME I (in.) Q (cfs)	= q.ft.) = TER (ft.) = <u>10-YR.</u> 7.44 1.246	0.578 5 100-YR. 12.36 2.070	0.170	IMP. AREA (ac.) PER. AREA (ac.) RUNOFF C = Tc (min.) = GRATE AREA (s. GRATE PERIME I (in.) Q (cfs)	= q.ft.) = TER (ft.) = <u>10-YR.</u> 7.44 1.447	0.608 5 100-YR. 12.36 2.404	0.170
PER. AREA (ac.) RUNOFF C = Tc (min.) = GRATE AREA (so GRATE PERIME	= q.ft.) = TER (ft.) = <u>10-YR.</u> 7.44	5 100-YR. 12.36	0.170	IMP. AREA (ac.) PER. AREA (ac.) RUNOFF C = Tc (min.) = GRATE AREA (st GRATE PERIME	q.ft.) = TER (ft.) = <u>10-YR.</u> 7.44	0.578 5 <u>100-YR.</u> 12.36	0.170	IMP. AREA (ac.) PER. AREA (ac.) RUNOFF C = Tc (min.) = GRATE AREA (s. GRATE PERIME	= q.ft.) = FER (ft.) = <u>10-YR.</u> 7.44	0.608 5 <u>100-YR.</u> 12.36	0.170
PER. AREA (ac.) RUNOFF C = Tc (min.) = GRATE AREA (so GRATE PERIME I (in.) Q (cfs)	= q.ft.) = TER (ft.) = <u>10-YR.</u> 7.44 1.246	100-YR. 12.36 2.070	0.170	IMP. AREA (ac.) PER. AREA (ac.) RUNOFF C = Tc (min.) = GRATE AREA (st GRATE PERIME I (in.) Q (cfs)	= q.ft.) = TER (ft.) = <u>10-YR.</u> 7.44 1.246	0.578 5 100-YR. 12.36 2.070	0.170	IMP. AREA (ac.) PER. AREA (ac.) RUNOFF C = Tc (min.) = GRATE AREA (s.) GRATE PERIME I (in.) Q (cfs)	= q.ft.) = TER (ft.) = <u>10-YR.</u> 7.44 1.447	0.608 5 100-YR. 12.36 2.404	0.170
PER. AREA (ac.) RUNOFF C = Tc (min.) = GRATE AREA (st GRATE PERIME I (in.) Q (cfs) H (ft.)	= q.ft.) = TER (ft.) = <u>10-YR.</u> 7.44 1.246	100-YR. 12.36 2.070 0.26	0.170	IMP. AREA (ac.) PER. AREA (ac.) RUNOFF C = Tc (min.) = GRATE AREA (sr GRATE PERIME I (in.) Q (cfs) H (ft.)	= q.ft.) = TER (ft.) = <u>10-YR.</u> 7.44 1.246	0.578 5 100-YR. 12.36 2.070 0.26	0.170	IMP. AREA (ac.) PER. AREA (ac.) RUNOFF C = Tc (min.) = GRATE AREA (s GRATE PERIME I (in.) Q (cfs) H (ft.)	= q.ft.) = TER (ft.) = <u>10-YR.</u> 7.44 1.447	0.608 5 100-YR. 12.36 2.404 0.29	0.170
PER. AREA (ac.) RUNOFF C = Tc (min.) = GRATE AREA (st GRATE PERIME I (in.) Q (cfs) H (ft.) Structure No.	= q.ft.) = TER (ft.) = 10-YR. 7.44 1.246 0.19	100-YR. 12.36 2.070 0.26 24 (R-3015)	0.170	IMP. AREA (ac.) PER. AREA (ac.) RUNOFF C = Tc (min.) = GRATE AREA (st GRATE PERIME I (in.) Q (cfs) H (ft.) Structure No.	q.ft.) = TER (ft.) = 10-YR. 7.44 1.246 0.19	0.578 5 100-YR. 12.36 2.070 0.26 25 (R-3015)	0.170	IMP. AREA (ac.) PER. AREA (ac.) RUNOFF C = Tc (min.) = GRATE AREA (s GRATE PERIME I (in.) Q (cfs) H (ft.) Structure No.	= q.ft.) = TER (ft.) = 10-YR. 7.44 1.447 0.21	0.608 5 100-YR. 12.36 2.404 0.29 54 (R-3015)	0.170
PER. AREA (ac.) RUNOFF C = Tc (min.) = GRATE AREA (st GRATE PERIME I (in.) Q (cfs) H (ft.) Structure No. AREA (ac.)=	= q.ft.) = TER (ft.) = 10-YR. 7.44 1.246 0.19	100-YR. 12.36 2.070 0.26 24 (R-3015)	0.170 1.1 4.6	IMP. AREA (ac.) PER. AREA (ac.) RUNOFF C = Tc (min.) = GRATE AREA (st GRATE PERIME I (in.) Q (cfs) H (ft.) Structure No. AREA (ac.)=	q.ft.) = TER (ft.) = 10-YR. 7.44 1.246 0.19	0.578 5 100-YR. 12.36 2.070 0.26 25 (R-3015)	0.170 1.1 4.6	IMP. AREA (ac.) PER. AREA (ac.) RUNOFF C = Tc (min.) = GRATE AREA (s GRATE PERIME I (in.) Q (cfs) H (ft.) Structure No. AREA (ac.)=	= (q.ft.) = (ft.) = (10-YR.)	0.608 5 100-YR. 12.36 2.404 0.29 54 (R-3015)	0.170 1.1 4.6
PER. AREA (ac.) RUNOFF C = Tc (min.) = GRATE AREA (sc GRATE PERIME I (in.) Q (cfs) H (ft.) Structure No. AREA (ac.)= IMP. AREA (ac.)	= q.ft.) = TER (ft.) = 10-YR. 7.44 1.246 0.19	100-YR. 12.36 2.070 0.26 24 (R-3015) 0.260	0.170 1.1 4.6	IMP. AREA (ac.) PER. AREA (ac.) RUNOFF C = Tc (min.) = GRATE AREA (sc.) GRATE PERIME I (in.) Q (cfs) H (ft.) Structure No. AREA (ac.)= IMP. AREA (ac.)	q.ft.) = TER (ft.) = 10-YR. 7.44 1.246 0.19	0.578 5 100-YR. 12.36 2.070 0.26 25 (R-3015) 0.190	0.170 1.1 4.6	IMP. AREA (ac.) PER. AREA (ac.) RUNOFF C = Tc (min.) = GRATE AREA (s.) GRATE PERIME I (in.) Q (cfs) H (ft.) Structure No. AREA (ac.)= IMP. AREA (ac.)=	= (q.ft.) = (ft.) = (10-YR.)	0.608 5 100-YR. 12.36 2.404 0.29 54 (R-3015) 0.310	0.170 1.1 4.6
PER. AREA (ac.) RUNOFF C = Tc (min.) = GRATE AREA (sc GRATE PERIME I (in.) Q (cfs) H (ft.) Structure No. AREA (ac.)= IMP. AREA (ac.) PER. AREA (ac.)	= q.ft.) = TER (ft.) = 10-YR. 7.44 1.246 0.19	100-YR. 12.36 2.070 0.26 24 (R-3015)	0.170 1.1 4.6	IMP. AREA (ac.) PER. AREA (ac.) RUNOFF C = Tc (min.) = GRATE AREA (sc.) GRATE PERIME I (in.) Q (cfs) H (ft.) Structure No. AREA (ac.)= IMP. AREA (ac.) PER. AREA (ac.)	q.ft.) = TER (ft.) = 10-YR. 7.44 1.246 0.19	0.578 5 100-YR. 12.36 2.070 0.26 25 (R-3015) 0.190	0.170 1.1 4.6	IMP. AREA (ac.) PER. AREA (ac.) RUNOFF C = Tc (min.) = GRATE AREA (s. GRATE PERIME I (in.) Q (cfs) H (ft.) Structure No. AREA (ac.)= IMP. AREA (ac.) PER. AREA (ac.)	= (q.ft.) = (ft.) = (10-YR.)	0.608 5 100-YR. 12.36 2.404 0.29 54 (R-3015)	0.170 1.1 4.6
PER. AREA (ac.) RUNOFF C = Tc (min.) = GRATE AREA (sc GRATE PERIME I (in.) Q (cfs) H (ft.) Structure No. AREA (ac.)= IMP. AREA (ac.) PER. AREA (ac.) RUNOFF C =	= q.ft.) = TER (ft.) = 10-YR. 7.44 1.246 0.19	100-YR. 12.36 2.070 0.26 24 (R-3015) 0.260	0.170 1.1 4.6	IMP. AREA (ac.) PER. AREA (ac.) RUNOFF C = Tc (min.) = GRATE AREA (sc.) GRATE PERIME I (in.) Q (cfs) H (ft.) Structure No. AREA (ac.)= IMP. AREA (ac.) PER. AREA (ac.) RUNOFF C =	= q.ft.) = TER (ft.) = 10-YR. 7.44 1.246 0.19	0.578 5 100-YR. 12.36 2.070 0.26 25 (R-3015) 0.190	0.170 1.1 4.6	IMP. AREA (ac.) PER. AREA (ac.) RUNOFF C = Tc (min.) = GRATE AREA (sc.) GRATE PERIME I (in.) Q (cfs) H (ft.) Structure No. AREA (ac.)= IMP. AREA (ac.) PER. AREA (ac.) RUNOFF C =	= TER (ft.) = TER (ft.) = 10-YR. 7.44 1.447 0.21	0.608 5 100-YR. 12.36 2.404 0.29 54 (R-3015) 0.310	0.170 1.1 4.6
PER. AREA (ac.) RUNOFF C = Tc (min.) = GRATE AREA (sc.) GRATE PERIME I (in.) Q (cfs) H (ft.) Structure No. AREA (ac.)= IMP. AREA (ac.) PER. AREA (ac.) RUNOFF C = Tc (min.) =	= q.ft.) = TER (ft.) = 10-YR. 7.44 1.246 0.19	100-YR. 12.36 2.070 0.26 24 (R-3015) 0.260	0.170 1.1 4.6 0.220 0.040	IMP. AREA (ac.) PER. AREA (ac.) RUNOFF C = Tc (min.) = GRATE AREA (sc.) GRATE PERIME I (in.) Q (cfs) H (ft.) Structure No. AREA (ac.)= IMP. AREA (ac.) PER. AREA (ac.) RUNOFF C = Tc (min.) =	= q.ft.) = TER (ft.) = 10-YR. 7.44 1.246 0.19	0.578 5 100-YR. 12.36 2.070 0.26 25 (R-3015) 0.190	0.170 1.1 4.6 0.110 0.080	IMP. AREA (ac.) PER. AREA (ac.) RUNOFF C = Tc (min.) = GRATE AREA (sc.) GRATE PERIME I (in.) Q (cfs) H (ft.) Structure No. AREA (ac.)= IMP. AREA (ac.) PER. AREA (ac.) RUNOFF C = Tc (min.) =	= TER (ft.) = TER (ft.) = \frac{10-YR.}{7.44} \\ 1.447 \\ 0.21 \] = = = \frac{1}{2}.ft.) =	0.608 5 100-YR. 12.36 2.404 0.29 54 (R-3015) 0.310	0.170 1.1 4.6 0.130 0.180
PER. AREA (ac.) RUNOFF C = Tc (min.) = GRATE AREA (sc. GRATE PERIME I (in.) Q (cfs) H (ft.) Structure No. AREA (ac.)= IMP. AREA (ac.) PER. AREA (ac.) RUNOFF C = Tc (min.) = GRATE AREA (sc.)	= q.ft.) = TER (ft.) = 10-YR. 7.44 1.246 0.19	100-YR. 12.36 2.070 0.26 24 (R-3015) 0.260	0.170 1.1 4.6 0.220 0.040	IMP. AREA (ac.) PER. AREA (ac.) RUNOFF C = Tc (min.) = GRATE AREA (sr.) Q (cfs) H (ft.) Structure No. AREA (ac.) IMP. AREA (ac.) PIP. AREA (ac.) RUNOFF C = Tc (min.) = GRATE AREA (sr.)	= q.ft.) = TER (ft.) = 10-YR. 7.44 1.246 0.19	0.578 5 100-YR. 12.36 2.070 0.26 25 (R-3015) 0.190	0.170 1.1 4.6 0.110 0.080	IMP. AREA (ac.) PER. AREA (ac.) RUNOFF C = Tc (min.) = GRATE AREA (s.) Q (cfs) H (ft.) Structure No. AREA (ac.)= IMP. AREA (ac.) PER. AREA (ac.) RUNOFF C = Tc (min.) = GRATE AREA (s.)	= TER (ft.) = TER (ft.) = \frac{10-YR.}{7.44} \\ 1.447 \\ 0.21 \] = = = \frac{1}{2}.ft.) =	0.608 5 100-YR. 12.36 2.404 0.29 54 (R-3015) 0.310	0.170 1.1 4.6 0.130 0.180
PER. AREA (ac.) RUNOFF C = Tc (min.) = GRATE AREA (sc. GRATE PERIME I (in.) Q (cfs) H (ft.) Structure No. AREA (ac.)= IMP. AREA (ac.) PER. AREA (ac.) RUNOFF C = Tc (min.) = GRATE AREA (sc.)	= q.ft.) = TER (ft.) = 10-YR. 7.44 1.246 0.19	100-YR. 12.36 2.070 0.26 24 (R-3015) 0.260	0.170 1.1 4.6 0.220 0.040	IMP. AREA (ac.) PER. AREA (ac.) RUNOFF C = Tc (min.) = GRATE AREA (sr.) Q (cfs) H (ft.) Structure No. AREA (ac.) IMP. AREA (ac.) PIP. AREA (ac.) RUNOFF C = Tc (min.) = GRATE AREA (sr.)	q.ft.) = TER (ft.) = 10-YR. 7.44 1.246 0.19	0.578 5 100-YR. 12.36 2.070 0.26 25 (R-3015) 0.190 0.668 5	0.170 1.1 4.6 0.110 0.080	IMP. AREA (ac.) PER. AREA (ac.) RUNOFF C = Tc (min.) = GRATE AREA (s.) Q (cfs) H (ft.) Structure No. AREA (ac.)= IMP. AREA (ac.) PER. AREA (ac.) RUNOFF C = Tc (min.) = GRATE AREA (s.)	= q.ft.) = TER (ft.) = 10-YR. 7.44 1.447 0.21 = = q.ft.) = TER (ft.) = TER (ft	0.608 5 100-YR. 12.36 2.404 0.29 54 (R-3015) 0.310	0.170 1.1 4.6 0.130 0.180
PER. AREA (ac.) RUNOFF C = Tc (min.) = GRATE AREA (st GRATE PERIME I (in.) Q (cfs) H (ft.) Structure No. AREA (ac.)= IMP. AREA (ac.) PER. AREA (ac.) RUNOFF C = Tc (min.) = GRATE AREA (st GRATE PERIME	= q.ft.) = TER (ft.) = 10-YR. 10-YR.	100-YR. 12.36 2.070 0.26 24 (R-3015) 0.260 0.815 5	0.170 1.1 4.6 0.220 0.040	IMP. AREA (ac.) PER. AREA (ac.) RUNOFF C = Tc (min.) = GRATE AREA (sr.) Q (cfs) H (ft.) Structure No. AREA (ac.)= IMP. AREA (ac.) PER. AREA (ac.) RUNOFF C = Tc (min.) = GRATE AREA (sr.) GRATE PERIME	q.ft.) = TER (ft.) = 10-YR. 7.44 1.246 0.19 1 = 1 = TER (ft.) = 10-YR.	0.578 5 100-YR. 12.36 2.070 0.26 25 (R-3015) 0.190 0.668 5	0.170 1.1 4.6 0.110 0.080	IMP. AREA (ac.) PER. AREA (ac.) RUNOFF C = Tc (min.) = GRATE AREA (s GRATE PERIME I (in.) Q (cfs) H (ft.) Structure No. AREA (ac.)= IMP. AREA (ac.) PER. AREA (ac.) RUNOFF C = Tc (min.) = GRATE AREA (s GRATE PERIME	= q.ft.) = TER (ft.) = 10-YR. q.ft.) = 10-YR. q.ft.) = 10-YR.	0.608 5 100-YR. 12.36 2.404 0.29 54 (R-3015) 0.310 0.581 5	0.170 1.1 4.6 0.130 0.180

Structure No.		60 (R-3015)	
AREA (ac.)=		0.540	
IMP. AREA (ac.)	=		0.370
PER. AREA (ac.)	=		0.170
RUNOFF C =		0.727	
Tc (min.) =		5	
GRATE AREA (se	q.ft.) =		1.1
GRATE PERIME	TER (ft.) =		4.6
	10-YR.	100-YR.	
I (in.)	7.44	12.36	
Q (cfs)	2.920	4.851	
H (ft.)	0.33	0.84	

Structure No.		61 (R-3015)	
AREA (ac.)=		0.540	
IMP. AREA (ac.)) =		0.380
PER. AREA (ac.)	=		0.160
RUNOFF C =		0.737	
Tc (min.) =		5	
GRATE AREA (s	q.ft.) =		1.1
GRATE PERIME	TER (ft.) =		4.6
	10-YR.	100-YR.	
I (in.)	7.44	12.36	
Q (cfs)	2.961	4.919	
H (ft.)	0.34	0.86	

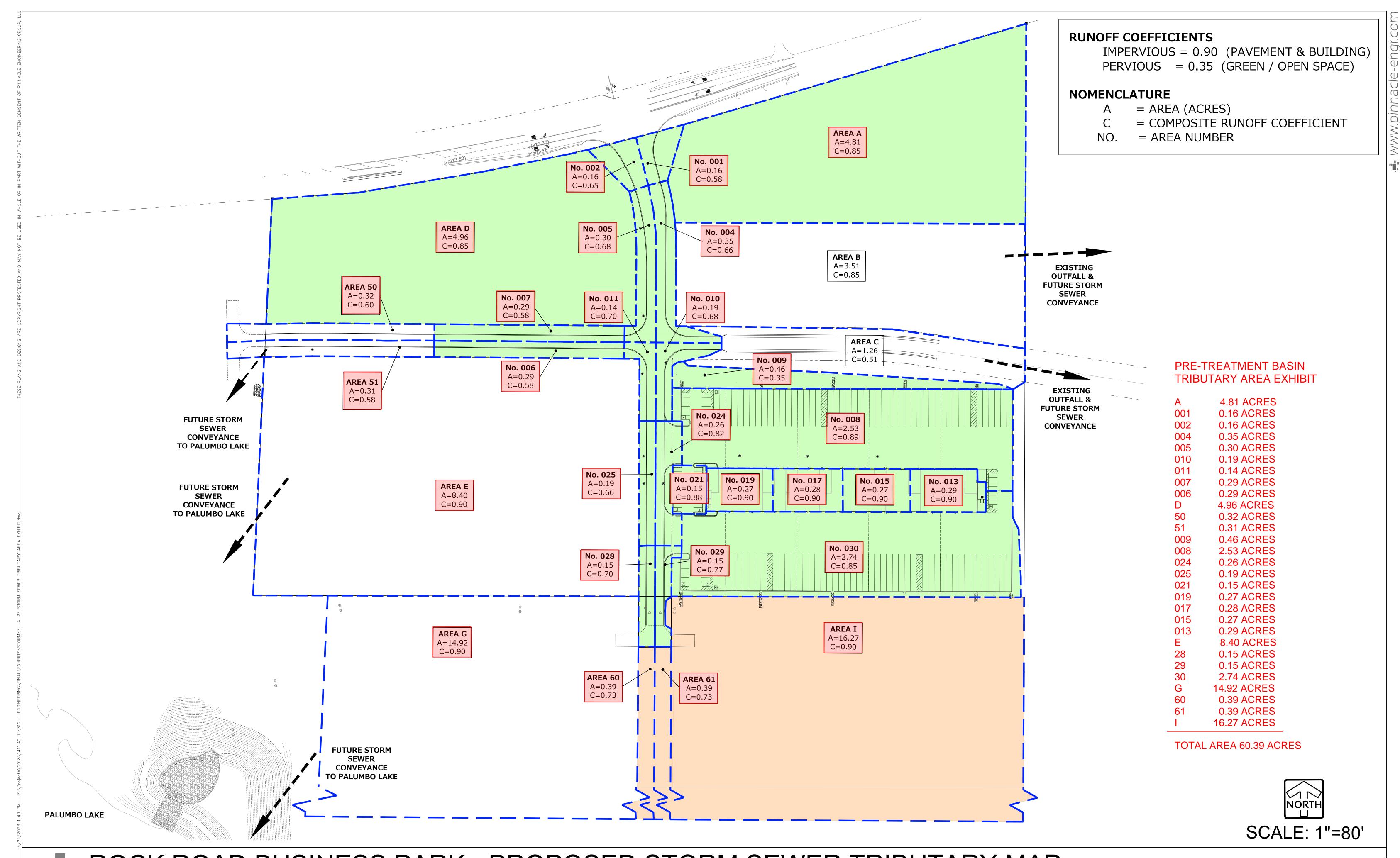
Structure No.		21 (R-2504)	
AREA (ac.)=		0.150	
IMP. AREA (ac.)	=		0.147
PER. AREA (ac.)	=		0.003
RUNOFF C =		0.889	
Tc (min.) =		5	
GRATE AREA (se	q.ft.) =		0.9
GRATE PERIME	TER (ft.) =		6.0
	10-YR.	100-YR.	
I (in.)	7.44	12.36	
Q (cfs)	0.992	1.648	
H (ft.)	0.14	0.19	

Structure No.	20 (R-2504)		Structure No.	
AREA (ac.)=	0.270		AREA (ac.)=	
IMP. AREA (ac.) =		0.270	IMP. AREA (ac.)	=
PER. AREA (ac.) =		0.000	PER. AREA (ac.)	=
RUNOFF C =	0.900		RUNOFF C =	
Tc (min.) =	5		Tc (min.) =	
GRATE AREA (sq.ft.) =		0.9	GRATE AREA (s	q.ft.) =
GRATE PERIMETER (ft.) =		6.0	GRATE PERIME	TER (ft.
<u>10-YR.</u>	100-YR.			10-Y
I (in.) 7.44	12.36		I (in.)	7.44
Q (cfs) 1.808	3.003		Q (cfs)	1.87
H (ft.) 0.20	0.48		H (ft.)	0.21

Structure No.		18 (R-2504)	
AREA (ac.)=		0.280	
IMP. AREA (ac.) =		0.280
PER. AREA (ac.) =		0.000
RUNOFF C =		0.900	
Tc (min.) =		5	
GRATE AREA (sq.ft.) =		0.9
GRATE PERIME	TER (ft.) =		6.0
	<u>10-YR.</u>	100-YR.	
I (in.)	7.44	12.36	
Q (cfs)	1.875	3.115	_
H (ft.)	0.21	0.52	

Structure No.		16 (R-2504)			
AREA (ac.)=		0.270	0.270		
IMP. AREA (ac.) =		0.270		
PER. AREA (ac.) =		0.000		
RUNOFF C =		0.900			
Tc (min.) =		5			
GRATE AREA (sq.ft.) =		0.9		
GRATE PERIME	TER (ft.) =		6.0		
	10-YR.	100-YR.			
I (in.) 7.44		12.36			
Q (cfs)	1.808	3.003			
H (ft.)	0.20	0.48			

Structure No.		14 (R-2504)			
AREA (ac.)=		0.290	0.290		
IMP. AREA (ac.)	=		0.290		
PER. AREA (ac.)	=		0.000		
RUNOFF C =		0.900			
Tc (min.) =		5			
GRATE AREA (s	q.ft.) =		0.9		
GRATE PERIME	TER (ft.) =		6.0		
	10-YR.	100-YR.			
I (in.)	7.44	12.36			
Q (cfs)	1.942	3.226			
H (ft.)	0.21	0.55			





ROCK ROAD BUSINESS PARK - PROPOSED STORM SEWER TRIBUTARY MAP

JOB NO. 1411.40-IL 1/06/2023

1411.40-IL Rock Road East Dundee, IL

updated 3-22-23, CN comparison added 3/23/23

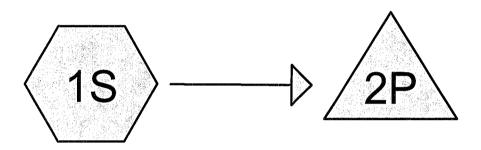
Trib				
Area	Pervious Area	Impervious	Total Area	Adjusted
Name	(ac)	Area (ac)	(ac)	C
Α	0.400	4.41	4.81	0.85
В				
С				
D	0.450	4.51	4.96	0.85
Е	0.000	8.40	8.40	0.90
G	0.000	14.92	14.92	0.90
I	0.000	16.27	16.27	0.90
001	0.094	0.07	0.16	0.58
002	0.075	0.09	0.16	0.65
005	0.121	0.18	0.30	0.68
006	0.171	0.12	0.29	0.58
007	0.171	0.12	0.29	0.58
800	0.030	2.50	2.53	0.89
009	0.460	0.00	0.46	0.35
004	0.150	0.20	0.35	0.66
010	0.076	0.11	0.19	0.68
011	0.053	0.09	0.14	0.70
013	0.000	0.29	0.29	0.90
015	0.000	0.27	0.27	0.90
017	0.000	0.28	0.28	0.90
019	0.000	0.27	0.27	0.90
021	0.004	0.147	0.15	0.88
024	0.039	0.22	0.26	0.82
025	0.083	0.11	0.19	0.66
028	0.057	0.10	0.15	0.70
029	0.037	0.11	0.15	0.77
030	0.243	2.50	2.74	0.85
050	0.172	0.15	0.32	0.60
051	0.181	0.13	0.31	0.58
060	0.12	0.27	0.39	0.73
061	0.12	0.27	0.39	0.73

	С
Impervious	0.90
Pervious	0.35

3.31 57.11 60.41 95.98 Overall CN 5% 95%

	CN
Impervious	98.00
Pervious	61.00

(99.6% of soils are type B)



Drainage Area Settlement Basin









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Project Notes

Rainfall events imported from "Proposed Conditions .hcp"

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Area Listing (all nodes)

Area	CN	Description
(acres)		(subcatchment-numbers)
11.830	96	(1S)
1.690	84	(1S)
45.560	98	(1S)
1.010	93	(1S)
0.400	94	(1S)
0.160	90	(1S)
0.320	91	(1S)
0.590	80	(1S)
0.670	89	(1S)
0.150	87	(1S)
2.650	97	(1S)
65.030	97	TOTAL AREA

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Soil Listing (all nodes)

Area	Soil	Subcatchment
(acres)	Group	Numbers
0.000	HSG A	
0.000	HSG B	
0.000	HŚG C	
0.000	HSG D	
65.030	Other	1S
65.030		TOTAL AREA

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Ground Covers (all nodes)

HSG-A	HSG-B	HSG-C	HSG-D	Other (acres)	Total	Ground	Subcatchment
(acres)	(acres)	(acres)	(acres)		(acres)	Cover	Numbers
0.000 0.000	0.000 0.000	0.000 0.000	0.000 0.000	65.030 65.030	65.030 65.030	TOTAL AREA	18

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Pipe Listing (all nodes)

Line#	Node	In-Invert	Out-Invert	Length	Slope	n	Width	Diam/Height	Inside-Fill
	Number	(feet)	(feet)	(feet)	(ft/ft)		(inches)	(inches)	(inches)
1	2P	817.00	816.00	64.5	0.0155	0.013	0.0	30.0	0.0

1411.40-IL set *Huff 0-10sm 3Q scaled to 24.00 hrs* 75 10-yr, 24 hr Rainfall=5.15", Smoothing=On Prepared by Pinnacle Engineering Group Printed 11/18/2022 HydroCAD® 10.20-2d s/n 07894 © 2021 HydroCAD Software Solutions LLC Page 7

Time span=0.00-48.00 hrs, dt=0.05 hrs, 961 points Runoff by SCS TR-20 method, UH=SCS, Weighted-CN Reach routing by Stor-Ind method - Pond routing by Stor-Ind method

Subcatchment1S: Drainage Area

Runoff Area=65.030 ac 70.06% Impervious Runoff Depth=4.80" Tc=30.0 min CN=97 Runoff=36.26 cfs 25.994 af

Pond 2P: Settlement Basin

Peak Elev=820.32' Storage=97,608 cf Inflow=36.26 cfs 25.994 af 30.0" Round Culvert n=0.013 L=64.5' S=0.0155 '/' Outflow=34.01 cfs 25.511 af

Total Runoff Area = 65.030 ac Runoff Volume = 25.994 af Average Runoff Depth = 4.80" 29.94% Pervious = 19.470 ac 70.06% Impervious = 45.560 ac

Summary for Subcatchment 1S: Drainage Area

Runoff

=

36.26 cfs @ 15.89 hrs, Volume=

25.994 af, Depth= 4.80"

Routed to Pond 2P: Settlement Basin

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.05 hrs Huff 0-10sm 3Q scaled to 24.00 hrs 75 10-yr, 24 hr Rainfall=5.15", Smoothing=On

*	4.430	~~				
		96				
*	3.500	96				
*	1.690	84				
*	3.900	96				
*	7.970	98				
*	2.650	98				
*	14.920	98				
*	0.830	93				
*	16.290	98				
*	0.180	93				
*	0.200	94				
*	0.160	90				
*	0.150	91				
*	2.510	98				
*	0.590	80				
*	0.270	89				
*	0.280	89				
*	0.280	98				
*	0.250	98				
*	0.250	98				
*	0.290	98				
*	0.150	98				
*	0.200	94				
*	0.150	87				
*	0.120	89				
*	0.170	91				
	2.650	97			- tolk-on-to-tra	
	65.030	97	Weig	hted Aver	age	
	19.470			4% Pervio		
	45.560		70.0	o% imper\	/ious Area	
	Tc Leng	nth (Slope	Velocity	Capacity	Description
/n	nin) (fe		(ft/ft)	(ft/sec)	(cfs)	Description
	30.0	<u> </u>	10/10/	(10000)	(010)	Direct Entry,

Hydrograph for Subcatchment 1S: Drainage Area

Time	Precip.	Excess (inches)	Runoff	Time	Precip.	Excess	Runoff
(hours)	(inches)		(cfs)	(hours)	(inches)	(inches)	(cfs)
0.00	0.00	0.00	0.00	26.00	5.15	4.80	0.00
0.50	0.01	0.00	0.00	26.50	5.15	4.80	0.00
1.00	0.05	0.00	0.00	27.00	5.15	4.80	0.00
1.50	0.12	0.01	0.42	27.50	5.15	4.80	0.00
2.00 2.50	0.18 0.25	0.03 0.07	2.51 4.18	28.00 28.50	5.15 5.15	4.80	0.00
3.00	0.23	0.07	5.26	29.00	5.15	4.80	0.00
3.50	0.31	0.11	5.26 5.99	29.50	5.15	4.80 4.80	0.00 0.00
4.00	0.38	0.10	6.50	30.00	5.15	4.80	0.00
4.50	0.44	0.21	6.87	30.50	5.15	4.80	0.00
5.00	0.58	0.32	7.15	31.00	5.15	4.80	0.00
5.50	0.64	0.38	7.37	31.50	5.15	4.80	0.00
6.00	0.71	0.44	7.54	32.00	5.15	4.80	0.00
6.50	0.78	0.50	7.91	32.50	5.15	4.80	0.00
7.00	0.85	0.57	8.97	33.00	5.15	4.80	0.00
7.50	0.94	0.65	10.14	33.50	5.15	4.80	0.00
8.00	1.03	0.73	10.62	34.00	5.15	4.80	0.00
8.50	1.12	0.81	10.76	34.50	5.15	4.80	0.00
9.00	1.20	0.90	10.84	35.00	5.15	4.80	0.00
9.50	1.29	0.98	10.91	35.50	5.15	4.80	0.00
10.00	1.38	1.07	11.08	36.00	5.15	4.80	0.00
10.50	1.48	1.16	12.04	36.50	5.15	4.80	0.00
11.00	1.59	1.27	13.22	37.00	5.15	4.80	0.00
11.50	1.70	1.38	14.43	37.50	5.15	4.80	0.00
12.00	1.83	1.50	15.64	38.00	5.15	4.80	0.00
12.50	1.97	1.64	16.85	38.50	5.15	4.80	0.00
13.00	2.11	1.78	18.06	39.00	5.15	4.80	0.00
13.50	2.27	1.94	19.44	39.50	5.15	4.80	0.00
14.00	2.47	2.14	23.78	40.00	5.15	4.80	0.00
14.50	2.72	2.38	29.59	40.50	5.15 5.15	4.80	0.00
15.00 15.50	2.99 3.26	2.65 2.92	33.83 35.45	41.00 41.50	5.15 5.15	4.80 4.80	0.00 0.00
16.00	3.53	3.19	36.09	42.00	5.15	4.80	0.00
16.50	3.77	3.42	32.67	42.50	5.15	4.80	0.00
17.00	3.97	3.62	28.05	43.00	5.15	4.80	0.00
17.50	4.14	3.79	23.96	43.50	5.15	4.80	0.00
18.00	4.29	3.94	20.35	44.00	5.15	4.80	0.00
18.50	4.41	4.06	17.06	44.50	5.15	4.80	0.00
19.00	4.51	4.16	14.53	45.00	5.15	4.80	0.00
19.50	4.60	4.25	12.20	45.50	5.15	4.80	0.00
20.00	4.68	4.32	10.62	46.00	5.15	4.80	0.00
20.50	4.74	4.39	9.40	46.50	5.15	4.80	0.00
21.00	4.81	4.46	8.64	47.00	5.15	4.80	0.00
21.50	4.88	4.52	8.55	47.50	5.15	4.80	0.00
22.00	4.94	4.59	8.42	48.00	5.15	4.80	0.00
22.50	4.99	4.64	7.49				
23.00	5.04	4.68	6.33				
23.50	5.09	4.74	6.38				
24.00	5.15	4.80	7.45				
24.50	5.15	4.80	2.83				
25.00	5.15 5.15	4.80	0.23				
25.50	5.15	4.80	0.01				

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Summary for Pond 2P: Settlement Basin

Inflow Area = 65.030 ac, 70.06% Impervious, Inflow Depth = 4.80" for 75 10-yr, 24 hr event

Inflow = 36.26 cfs @ 15.89 hrs, Volume= 25.994 af

Outflow = 34.01 cfs @ 16.34 hrs, Volume= 25.511 af, Atten= 6%, Lag= 27.0 min

Primary = 34.01 cfs @ 16.34 hrs, Volume= 25.511 af

required

Routing by Stor-Ind method, Time Span= 0.00-48.00 hrs, dt= 0.05 hrs

Peak Elev= 820.32' @ 16.34 hrs Surf.Area= 26,974 sf Storage= 97,608 cf

Plug-Flow detention time= 65.5 min calculated for 25.484 af (98% of inflow) Center-of-Mass det. time= 55.1 min (909.2 - 854.1)

Volume	Invert	Avail.Storage	Storage Description
#1	815.00'	130,941 cf	Custom Stage Data (Prismatic)Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)	
815.00	6,537	0	0	
816.00	7,476	7,007	7,007	
817.00	19,627	13,552	20,558	p
818.00	21,749	20,688	41,246	(1
819.00	23,802	22,776	64,022	
820.00	26,270	25,036	89,058	/ (t
821.00	28,463	27,367	116,424	=
821.50	29,605	14,517	130,941	

provided settlement storage (based on designed overflow elevation) 130,941 CF - 20,558 CF (to remove dead storage below outfall)

(to remove dead storage below outfall) = 110,383 CF provided

Device	Routing	Invert	Outlet Devices
#1	Primary	817.00'	30.0" Round Culvert
			L= 64.5' RCP, end-section conforming to fill, Ke= 0.500
			Inlet / Outlet Invert= 817.00' / 816.00' S= 0.0155 '/' Cc= 0.900
			n= 0.013 Concrete pipe, straight & clean, Flow Area= 4.91 sf

Primary OutFlow Max=34.01 cfs @ 16.34 hrs HW=820.32'
—1=Culvert (Inlet Controls 34.01 cfs @ 6.93 fps)

(Free Discharge)

HWL to meet required settlement storage

(accounting for the dead storage volume below 817.00 (97,608+20,558=118,166 CF) translates to a HWL of 821.06)

Hydrograph for Pond 2P: Settlement Basin

Time	Inflow	Storage	Elevation	Primary
(hours)	(cfs)	(cubic-feet)	(feet)	(cfs)
0.00	0.00	0	815.00	0.00
1.00	0.00	0	815.00	0.00
2.00	2.51	2,734	815.41	0.00
3.00	5.26	17,418	816.83	0.00
4.00	6.50	34,927	817.71	3.26
5.00	7.15	41,379	818.01	6.31 7.27
6.00 7.00	7.54 8.97	43,131 44,708	818.09 818.16	7.27 8.15
8.00	10.62	47,890	818.30	10.03
9.00	10.84	48,990	818.35	10.03
10.00	11.08	49,351	818.37	10.92
11.00	13.22	51,552	818.46	12.30
12.00	15.64	55,154	818.62	14.60
13.00	18.06	58,895	818.78	17.02
14.00	23.78	64,583	819.02	20.61
15.00	33.83	81,613	819.71	28.58
16.00	36.09	95,934	820.26	33.50
17.00	28.05	92,098	820.12	32.28
18.00	20.35	73,842	819.40	25.58
19.00 20.00	14.53 10.62	59,351 51,430	818.80	17.31 12.22
21.00	8.64	51,430 46,954	818.46 818.26	9.47
22.00	8.42	45,550	818.20	8.64
23.00	6.33	43,206	818.09	7.31
24.00	7.45	42,355	818.05	6.84
25.00	0.23	34,755	817.70	3.18
26.00	0.00	28,307	817.39	1.03
27.00	0.00	25,773	817.26	0.48
28.00	0.00	24,462	817.20	0.28
29.00	0.00	23,660	817.16	0.18
30.00	0.00	23,132	817.13	0.12
31.00 32.00	0.00	22,741	817.11	0.09
33.00	0.00 0.00	22,448 22,227	817.10 817.08	0.07 0.05
34.00	0.00	22,059	817.08	0.03
35.00	0.00	21,914	817.07	0.04
36.00	0.00	21,786	817.06	0.03
37.00	0.00	21,672	817.06	0.03
38.00	0.00	21,572	817.05	0.03
39.00	0.00	21,484	817.05	0.02
40.00	0.00	21,406	817.04	0.02
41.00	0.00	21,337	817.04	0.02
42.00	0.00	21,276	817.04	0.02
43.00	0.00	21,222	817.03	0.01
44.00 45.00	0.00 0.00	21,174 21,132	817.03 817.03	0.01
46.00	0.00	21,132	817.03 817.03	0.01 0.01
47.00	0.00	21,062	817.03	0.01
48.00	0.00	21,033	817.02	0.01
		,		/

Events for Subcatchment 1S: Drainage Area

Event	Rainfall	Runoff	Volume	Depth
	(inches)	(cfs)	(acre-feet)	(inches)
75 100-yr, 24 hr	8.57	57.67	37.964	7.01
75 100-yr, 1 hr	4.03	231.06	14.438	2.66
75 100-yr, 12 hr	7.46	85.81	32.108	5.92
75 100-yr, 120 hr	10.66	4.30	13.059	2.41
75 100-yr, 18 hr	8.06	71.38	35.269	6.51
75 100-yr, 2 hr	4.97	208.81	19.179	3.54
75 100-yr, 240 hr	12.65	1.67	4.610	0.85
75 100-yr, 3 hr	5.49	179.82	21.844	4.03
75 100-yr, 48 hr	9.28	32.62	41.728	7.70
75 100-yr, 6 hr	6.43	134.17	26.715	4.93
75 100-yr, 72 hr	9.85	23.26	44.752	8.26

CRITICAL DURATION STORM FOR 100-YEAR EMERGENCY OVERFLOW Rock Road Development

Project: Project No.:

1411.40-IL

Date:

11/21/2022

TRAPEZOIDAL WEIR SIZING

SIZING IS BASED ON THE FOLLOWING EQUATION:

$$Q = \left[K \times 2/3 \times L \times (2g)^{0.5} \times H^{1.5}\right] + \frac{1}{2} \left[K \times 8/15 \times (2g)^{0.5} \times S_1 \times H^{2.5}\right] + \frac{1}{2} \left[K \times 8/15 \times (2g)^{0.5} \times S_2 \times H^{2.5}\right]$$

Where:

Q = FLOW (cfs)

K = WEIR COEFFICIENT

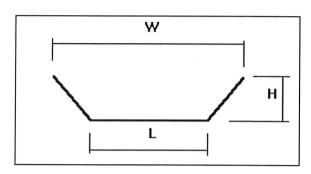
L = WEIR LENGTH (ft.)

H = HEAD (ft.)

g = 32.2 ft/sec

 $S_1 = LEFT SIDE SLOPE$

S₂ = RIGHT SIDE SLOPE



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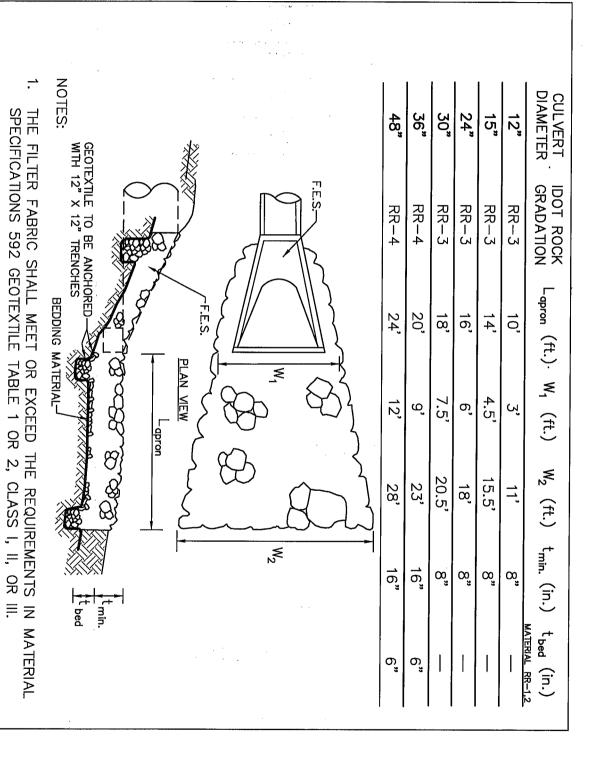
WEIR DATA

WEIR COEFFICIENT K (<1) - 0.50
WEIR LENGTH L (ft.) - 20.00
WEIR ELEVATION (ft.) - 821.50
LEFT SIDE SLOPE (H:V) (ft.) - 3.00 : 1
RIGHT SIDE SLOPE (H:V) (ft.) - 3.00 : 1

RATING TABLE

WATER		
ELEVATION *	HEAD	Q
(ft.)	(ft.)	(cfs)
821.50	0.00	0.000
822.00	0.50	20.050
822.50	1.00	59.920
823.00	1.50	115.977
823.50	2.00	187.637
823.60	2.10	203.838
823.70	2.20	220.665
823.71	2.21	222.382
823.72	2.22	224.105
823.73	2.23	225.835
823.74	2.24	227.571
823.75	2.25	229.313
823.76	2.26	231.062

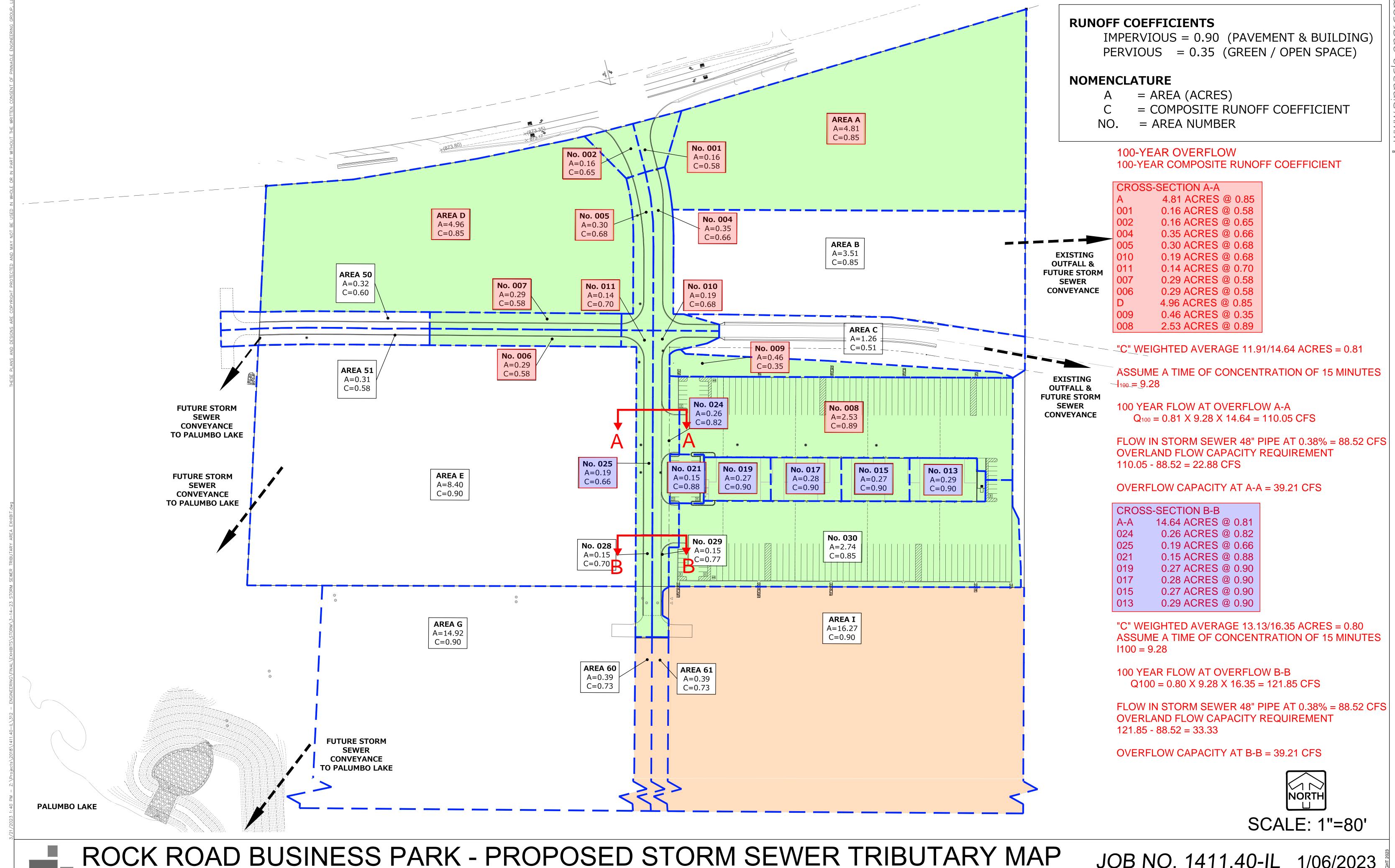
^{*} Water elevation must be higher than weir elevation



RIP-RAP AT END SECTIONS

THE ROCK RIPRAP SHALL MEET IDOT REQUIREMENTS AND SPECIFICATIONS.

9



PINNACLE ENGINEERING GROUP

JOB NO. 1411.40-IL 1/06/2023 PLAN | DESIGN | DELIVER

www.pinnacle-engr.com

Project: Rock Road Development

Project No.: 1411.40-IL Date: 3/18/2023

TRAPEZOIDAL WEIR SIZING

SIZING IS BASED ON THE FOLLOWING EQUATION:

$$Q = \left[K \times 2/3 \times L \times (2g)^{0.5} \times H^{1.5}\right] + \frac{1}{2} \left[K \times 8/15 \times (2g)^{0.5} \times S_1 \times H^{2.5}\right] + \frac{1}{2} \left[K \times 8/15 \times (2g)^{0.5} \times S_2 \times H^{2.5}\right]$$

Where:

Q = FLOW (cfs)

K = WEIR COEFFICIENT

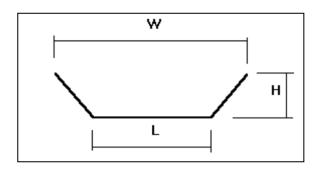
L = WEIR LENGTH (ft.)

H = HEAD (ft.)

g = 32.2 ft/sec

 S_1 = LEFT SIDE SLOPE

S₂ = RIGHT SIDE SLOPE



WEIR DATA

WEIR COEFFICIENT K (<1) - 0.50
WEIR LENGTH L (ft.) - 18.00
WEIR ELEVATION (ft.) - 858.64
LEFT SIDE SLOPE (H:V) (ft.) - 50.00 : 1
RIGHT SIDE SLOPE (H:V) (ft.) - 0.01 : 1

RATING TABLE

WATER		
ELEVATION *	HEAD	Q
(ft.)	(ft.)	(cfs)
858.64	0.00	0.000
858.65	0.01	0.049
858.66	0.02	0.139
858.67	0.03	0.259
858.68	0.04	0.402
858.69	0.05	0.568
858.70	0.06	0.755
858.71	0.07	0.961
858.72	0.08	1.186
858.73	0.09	1.430
858.74	0.10	1.692
858.75	0.11	1.971
859.06	0.42	19.223
_		

^{*} Water elevation must be higher than weir elevation

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Project: Rock Road Development

Project No.: 1411.40-IL Date: 3/18/2023

TRAPEZOIDAL WEIR SIZING

SIZING IS BASED ON THE FOLLOWING EQUATION:

$$Q = \left[K \times 2/3 \times L \times (2g)^{0.5} \times H^{1.5}\right] + \frac{1}{2} \left[K \times 8/15 \times (2g)^{0.5} \times S_1 \times H^{2.5}\right] + \frac{1}{2} \left[K \times 8/15 \times (2g)^{0.5} \times S_2 \times H^{2.5}\right]$$

Where:

Q = FLOW (cfs)

K = WEIR COEFFICIENT

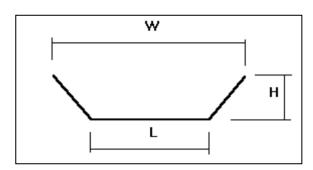
L = WEIR LENGTH (ft.)

H = HEAD (ft.)

g = 32.2 ft/sec

 $S_1 = LEFT SIDE SLOPE$

S₂ = RIGHT SIDE SLOPE



WEIR DATA

WEIR COEFFICIENT K (<1) - 0.50

WEIR LENGTH L (ft.) - 36.00

WEIR ELEVATION (ft.) - 859.06

LEFT SIDE SLOPE (H:V) (ft.) - 0.01 : 1

RIGHT SIDE SLOPE (H:V) (ft.) - 0.01 : 1

RATING TABLE

WATER		
ELEVATION *	HEAD	Q
(ft.)	(ft.)	(cfs)
859.06	0.00	0.000
859.07	0.01	0.096
859.08	0.02	0.272
859.09	0.03	0.500
859.10	0.04	0.770
859.11	0.05	1.077
859.12	0.06	1.415
859.13	0.07	1.784
859.14	0.08	2.179
859.15	0.09	2.600
859.16	0.10	3.045
859.17	0.11	3.513
859.18	0.12	4.003
_		

^{*} Water elevation must be higher than weir elevation



KANE COUNTY STORMWATER MANAGEMENT PERMIT APPLICATION

Applicant Name			
Company	Pal Land LLC		
Address	201 Christina Drive		
City, State ZIP	East Dundee, IL 60118		
Telephone No.	(708) 373-1900		
EMAIL	paljoe@msn.com		
Owner Name(s)			
Company	Pal Land LLC		
Address	201 Christina Drive		
City, State ZIP	East Dundee, IL 60118		
Telephone No.	(708) 373-1900		
EMAIL	paljoe@msn.com		
Developer Name			
Company	Pal Land LLC		
Address	201 Christina Drive		
City, State ZIP	East Dundee, IL 60118		
Telephone No.	(708) 373-1900		
Project Information:			
Common Address of Development	of 1150-1151 Penny Ave. (future address unkno	wn at this	time)
Legal Description (attached if necessa			
Parcel Identification Number(s) (PIN)	03-24-177-006, 03-24-177-007, 03-24-276-008	3	
Project Name	Rock Road Business Park		
Area of Distribution/Land Cover Change (Acr	9.32 Acres +/- e)		
ŗ			
l	☐ New Impervious Area since Jan. 1, 2002 (existing)	0	sq ft
Stormwater	☐ New Impervious Area (proposed with this application)	0	sq ft
Management [☐ Existing Impervious surface to be removed	0	sq ft
Table (9-81)	☐ Net (New) Impervious Area	0	sq ft
	()pobobo	<u> </u>	

KANE COUNTY STORMWATER MANAGEMENT PERMITAPPLICATION

PROJECT NARRATIVE: (OR ATTACH AS NECESSARY) This limited scope of work is focused on the proposed drainage ditch and associated storm sewer to drain to the Palumbo quarry basin. FOR OFFICE USE ONLY The site contains the following special management area(s): Floodplain Floodway Wetlands ☐ Yes ☐ No ☐ Yes ☐ No ☐ Yes ☐ No If any of the above are checked "Yes," additional submittals may be required. This is the opinion of the Kane County Water Resources Division Name: QERS Exp. Date: Signature: Date: Attachments submitted as part of this Permit Application: included **Details** Items (Y/N)? (If not included, please explain) Plan Set Υ Subsurface Drainage Investigation Report Ν Engineer's Estimate of Probable Cost Ν To be provided upon approval of plans Transportation Approval / Concurrence N/A Copies of other relevant permits or approvals DNR Endangered Species is included Υ (include applications if permits have not been IHPA permits will be provided upon Ν issued) approval Copy of a completed Joint Application form with transmittal letters to the appropriate N/A agencies (wetland or floodplain submittal). Names, addresses and phone numbers of all adjoining property owners within 250 feet of the Υ development Stormwater Submittal Stormwater Mitigation/BMP/WBM Submittal Υ Floodplain Submittal N/A Wetland Submittal N/A Performance Security Submittal To be provided upon approval of plans Maintenance Schedule & Funding Submittal To be provided upon approval of plans I hereby certify that all information presented in this application is true and accurate to the best of my knowledge. I have read and understand the Kane County Stormwater Management Ordinance. and fully intend to comply with its provisions. 9-1-22 Date Signature of Developer I have read and understand the Kane County Stormwater Management Ordinance, and fully intend to comply with its provisions. $\frac{9-1-22}{\text{Date}}$

REVISION 06/01/2019

Signature of Owner

Names & Addresses of all adjoining property owners within 250 feet of the development:

		1	
Parcel	Address	CILY	Owner
0324177006			PAL LAND LLC 201 CHRISTINA DR EAST DUNDEE, IL, 60118-3540
0324101002	16N871 John F. Kennedy Memorial Dr	East Dundee	DUNDEE TOWNSHIP PARK DISTRICT DEPUTY DIRECTOR 21 N WASHINGTON ST CARPENTERSVILLE, IL, 60110-2615
0324126001		Carpentersville	NORTH STAR TRUST CO, SUCC TEE, TRUST: TR # RB 1345 CHICAGO TITLE LAND TRUST COMPANY 10 S LA SALLE ST STE 2750 CHICAGO, IL, 60603-1108
0324126031	204 Harrison St	Carpentersville	AGUIRRE, RAMON 204 HARRISON ST CARPENTERSVILLE, IL, 60110
0324126032	202 Harrison St	Carpentersville	FERNANDEZ, MARIA MARIA E FERNANDEZ 202 HARRISON ST CARPENTERSVILLE, IL, 60110-2311
0324126033	200 Harrison St	Carpentersville	SANCHEZ, JOSE L & LORENA R 200 HARRISON ST CARPENTERSVILLE, IL, 60110
0324129041	3002 Wakefield Dr (3002 Route 68)	Carpentersville	TEXSTORE PROPERTIES CORP % C/O THE SOUTHLAND CORP PO BOX 711 DALLAS, TX, 75221
0324129045	721 Illinois Route 68	Carpentersville	SAL RAY LLC 5090 THORNBARK DR HOFFMAN ESTATES, IL, 60010-5858
0324129046			KANE COUNTY, TRUSTEE PO BOX 96 EDWARDSVILLE, IL, 62025-0096
0324129048	651 Illinois Route 68	Carpentersville	RIVERAS GREGORY CORP 555 DARTMOOR DR CRYSTAL LAKE, IL, 60014-8405
0324152001	32W819 Illinois Route 68	East Dundee	STORM, GLENN R JR & KAREN 16N535 VISTA LN DUNDEE, IL, 60118-1435
0324152002	16N535 Vista Ln	East Dundee	STORM, GLENN R JR & KAREN S 16N535 VISTA LN DUNDEE, IL, 60118
0324152003	16N505 Vista Ln	East Dundee	FUNAMURA, ALLEN J 16N505 VISTA LANE EAST DUNDEE, IL, 60118
0324176006	601 Illinois Route 68	Carpentersville	RIVERAS GROCERY CORP P O BOX 1824 WOODSTOCK, IL, 60098
0324177007		East Dundee	PAL LAND LLC 201 CHRISTINA DR EAST DUNDEE, IL, 60118-3540
0324207004		Carpentersville	AUNT MARTHAS YOUTH SERVICE CENTER INC 19990 GOVERNORS HWY OLYMPIA FIELDS, IL, 60461-1021

0324207005		Carpentersville	AUNT MARTHAS YOUTH SERVICE CENTER INC 19990 GOVERNORS HWY OI YMPIA FIFI DS 11 60461-1021
0324207006		Carpentersville	AUNT MARTHAS YOUTH SERVICE CENTER INC 19990 GOVERNORS HWY OLYMPIA FIELDS, IL, 60461-1021
0324207008		Carpentersville	DUNDEE TOWNSHIP 611 E MAIN ST STE 201 EAST DUNDEE, IL, 60118-2492
0324207011		Carpentersville	CARPENTERSVILLE VILLAGE OF VILLAGE MANAGER 1200 LW BESINGER DR CARPENTERSVILLE, IL, 60110- 2097
0324207022	2210 Morningside Cir Unit F	Carpentersville	TRUST # 1-04-112 OTTO ENGINEERING 2 E MAIN ST CARPENTERSVILLE, IL, 60110-2624
0324207023	2210 Morningside Cir Unit E	Carpentersville	FIRST AMERICAN BANK, TRUSTEE, TRUST: TR # 1-04-112 218 W MAIN ST WEST DUNDEE, IL, 60118
0324207024	2210 Morningside Cir Unit D	Carpentersville	TR # 1-04-112 FIRST AMERICAN BANK, TRUSTEE 218 W MAIN ST WEST DUNDEE, IL, 60118-2019
0324207025	2210 Morningside Cir Unit C	Carpentersville	TRUST # 1-04-112 OTTO ENGINEERING INC 2 E MAIN ST CARPENTERSVILLE, IL, 60110-2624
0324207026	2210 Morningside Cir Unit B	Carpentersville	FLORES, JUAN A 2210 MORNINGSIDE CIR #B CARPENTERSVILLE, IL, 60110
0324207027		Carpentersville	QUINTANA, EDDIE 2210 MORNINGSIDE CIR UNIT A CARPENTERSVILLE, IL, 60110-2514
0324207028	2220 Morningside Cir Unit H	Carpentersville	SANCHEZ, MAGDALENA 2220 H MORNINGSIDE CIR CARPENTERSVILLE, IL, 60110
0324207029	2220 Morningside Cir Unit G	Carpentersville	TRUST # 1-04-112 FIRST AMERICAN BANK, TRUSTEE 218 W MAIN ST WEST DUNDEE, IL, 60118
0324207030	2220 Morningside Cir Unit F	Carpentersville	FIRST AMERICAN BANK, TRUSTEE, TRUST: TR # 1-04-112 218 W MAIN ST WEST DUNDEE, IL, 60118
0324207031	2220 Morningside Cir Unit E	Carpentersville	TRUST # 1-04-112 FIRST AMERICAN BANK, TRUSTEE 218 W MAIN ST WEST DUNDEE, IL, 60118
0324207032	2220 Morningside Cir Unit D	Carpentersville	DIAZ, PAULINO 2220-D MORNINGSIDE CIR CARPENTERSVILLE, IL, 60110
0324207033	2220 Morningside Cir Unit C	Carpentersville	TRUST # 1-04-112 FIRST AMERICAN BANK, TRUSTEE 218 W MAIN ST WEST DUNDEE, IL, 60118-2093
0324207034	2220 Morningside Cir Unit B	Carpentersville	PATEL, RIKEN 26 YUKON CT BOLINGBROOK, IL, 60490-4577
0324207035	2220A Morningside Cir	Carpentersville	JIMENEZ, MODESTO & MARIA ESTELA 2220 A MORNINGSIDE DR CARPENTERSVILLE, IL, 60110

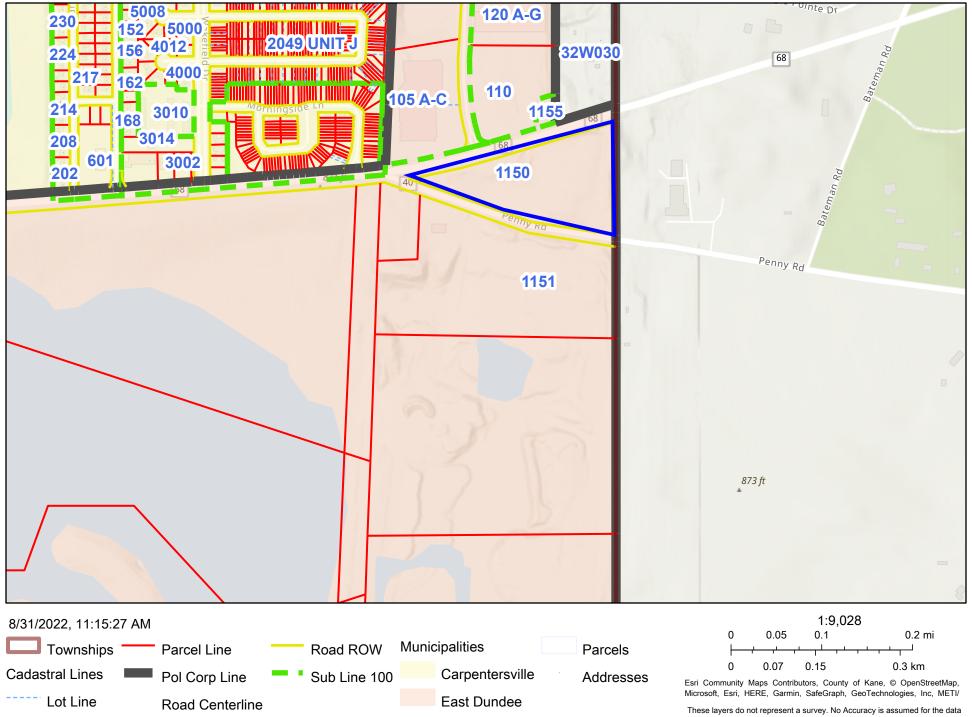
0324207036	2230 Morningside Cir Unit H	Carpentersville	FIRST AMERICAN BANK, TRUSTEE, TRUST: TR # 1-04-
0324207037	2230 Morningside Cir Unit G	Carpentersville	FLORES, JUAN A 2230 MORNINGSIDE CIR #G CARPENTERSVILLE, IL, 60110
0324207038	2230 Morningside Cir Unit F	Carpentersville	FIRST AMERICAN BANK, TRUSTEE, TRUST: TR # 1-04- 112 218 W MAIN ST WEST DUNDEE, IL, 60118
0324207039	2230 Morningside Cir Unit E	Carpentersville	KIERNICKI, KIMBERLY R & WILLIAM J 2230 MORNINGSIDE UNIT E CARPENTERSVILLE, IL, 60110
0324207040	2230 Morningside Cir Unit D	Carpentersville	FIRST AMERICAN BANK, TRUSTEE, TRUST: TR # 1-04-112 218 W MAIN ST WEST DUNDEE, IL, 60118
0324207041	2230 Morningside Cir Unit C	Carpentersville	GUTIERREZ, FRANCISCO 2230 MORNINGSIDE CIR UNIT C CARPENTERSVILLE, IL, 60110
0324207042	2230 Morningside Cir Unit B	Carpentersville	SAMAYO LLC 1582 LENOX CT BARTLETT, IL, 60103- 2939
0324207043	2230 Morningside Cir #A	Carpentersville	MONTOYA, ROLANDO & ALVAREZ FEDERICO 2230 MORNINGSIDE CIR #A CARPENTERSVILLE, IL, 60110
0324207044	2240 Morningside Cir Unit F	Carpentersville	FIRST AMERICAN BANK, TRUSTEE, TRUST: TR# 1-04- 112 218 W MAIN ST WEST DUNDEE, IL, 60118
0324207045	2240 Morningside Cir Unit E	Carpentersville	GRANT, JAMES M 2240 MORNINGSIDE CIR UNIT E CARPENTERSVILLE, IL, 60110
0324207046	2240 Morningside Cir Unit D	Carpentersville	FIRST AMERICAN BANK, TRUSTEE, TRUST: TR # 1-04- 112 218 W MIAN ST WEST DUNDEE, IL, 60118
0324207047	2240 Morningside Cir Unit C	Carpentersville	TRUST # 1-04-112 OTTO ENGINEERING INC 2 E MAIN ST CARPENTERSVILLE, IL, 60110-2624
0324207048	2240 Morningside Cir Unit B	Carpentersville	FORD, WILLIAM W & DENNIS M 2610 FLICKER LN ROLLING MEADOWS, IL, 60008-1323
0324207049	2240 Morningside Cir Unit A	Carpentersville	TRUST # 1-04-112 FIRST AMERICAN BANK. TRUSTEE 218 W MAIN ST WEST DUNDEE, IL, 60118-2019
0324207050	2250 Morningside Cir Unit J	Carpentersville	AGUILAR, RAFAEL & MORA VALENTINA 2250 J MORNINGSIDE CIRCLE CARPENTERSVILLE, IL, 60110
0324207069	2151 Morningside Ln Unit A	Carpentersville	OLVERA, ROSALIO & GRACILELA 2151 MORNINGSIDE LN UNIT A CARPENTERSVILLE, IL, 60110
0324207070	Morningside Ln	Carpentersville	CAMARENA, VICTOR M 1917 SYCAMORE AVE HANOVER PARK, IL, 60133-3540
0324207071	Morningside Ln	Carpentersville	CAMERENA, VICTOR M 1917 SYCAMORE AVE HANOVER PARK, IL, 60133-3540
0324207072	Morningside Ln	Carpentersville	OLIGAN LLC PO BOX 104 WAUCONDA, IL, 60084-0104

0324207076		Carpentersville	(no results)
0324208055	2158A Morningside Ln	Carpentersville	NEVAREZ, FELIPA 2158 MORNINGSIDE LN UNIT A CARPENTERSVILLE, IL, 60110-2511
0324208056	2158 Morningside Ln Unit B	Carpentersville	TRUST 1-04-112 FIRST AMERICAN BANK, TRUSTEE 218 W MAIN ST WEST DUNDEE, IL, 60118
0324208057	2158 Morningside Ln Unit C	Carpentersville	ZUBAIR, IMAAN BENEFICIARY TRUST NAUSHEEN ALI, TRUSTEE 2010 RIDGEFIELD AVE ALGONQUIN, IL, 60102-5130
0324208058	2158 Morningside Ln Unit D	Carpentersville	FIRST AMERICAN BANK, TRUSTEE, TRUST: TR # 1-04-112 218 W MAIN ST WEST DUNDEE, IL, 60118
0324208059	2158 Morningside Ln Unit E	Carpentersville	MORALES, VICTOR 2158 MORNINGSIDE LN #E CARPENTERSVILLE, IL, 60110
0324208060	2158 Morningside Ln Unit F	Carpentersville	TRUST # 1-04-112 FIRST AMERICAN BANK, TRUSTEE 218 W MAIN ST WEST DUNDEE, IL, 60118-2019
0324225009*	105 Prairie Lakes Rd Unit A	East Dundee	INVERNESS REALTY PARTNERS LLC TWINKLE FINANCE & INVESTMENT CORP 105 PRAIRIE LAKE RD STE A EAST DUNDEE, IL, 60118-9133
0324225010*	105 Prairie Lakes Rd Unit B	East Dundee	CTLH PROPERTIES LLC 21 OLYMPIC DR SOUTH BARRINGTON, IL, 60010-1093
0324225011*	105 Prairie Lake Rd Unit C	East Dundee	HUSKIE II HOLDINGS LLC 140 PRAIRIE LAKE RD EAST DUNDEE, IL, 60118-9134
0324276006	32W243 Penny Rd	East Dundee	PAL LAND LLC 201 CHRISTINA DR EAST DUNDEE, IL, 60118-3540
0324276008	1151 Penny Ave	East Dundee	PAL LAND II LLC 201 CHRISTINA DR DUNDEE, IL, 60118- 3540
0324301003	16N487 Vista Ln	East Dundee	RYAN, DONNA J & RICHARD M DCLRN OF TRS DONNA J & RICHARD M RYAN, TRUSTEES 16N487 VISTA LN EAST DUNDEE, IL, 60118-1435
0324302070		East Dundee	PAL LAND LLC 201 CHRISTINA DR EAST DUNDEE, IL, 60118-3540
0324326012		East Dundee	PAL LAND LLC 201 CHRISTINA DR EAST DUNDEE, IL, 60118-3540
0324326013		East Dundee	PAL LAND LLC 201 CHRISTINA DR EAST DUNDEE, IL, 60118-3540
0324400008			PAL LAND II LLC 201 CHRISTINA DR EAST DUNDEE, IL, 60118-3540

0324177007		East Dundee	PAL LAND LLC 201 CHRISTINA DR EAST DUNDEE, IL, 60118-3540
0324276005			PAL LAND LLC 201 CHRISTINA DR EAST DUNDEE, IL, 60118-3540
0324276007		East Dundee	PAL LAND II LLC 201 CHRISTINA DR EAST DUNDEE, IL, 60118-3540
0324177006		East Dundee	PAL LAND LLC 201 CHRISTINA DR EAST DUNDEE, IL, 60118-3540
0324208054	2150 Morningside Ln Unit J	Carpentersville	TAPIA, YOLANDA & CRISTINA 2150 J MORNINGSIDE LANE CARPENTERSVILLE, IL, 60110

Appendix G – IDNR Endangered Species Correspondence

KaneGIS3





JB Pritzker, Governor
Colleen Callahan, Director

One Natural Resources Way Springfield, Illinois 62702-1271 http://dnr.state.il.us

August 31, 2022

Mia Smiley Pinnacle Engineering Group 1051 E. Main St, Suite 217 East Dundee, IL 60118

RE: Rock Road Business Park

Project Number(s): 2303787 [1411.40]

County: Cook, Kane

Dear Applicant:

This letter is in reference to the project you recently submitted for consultation. The natural resource review provided by EcoCAT identified protected resources that may be in the vicinity of the proposed action. The Department has evaluated this information and concluded that adverse effects are unlikely. Therefore, consultation under 17 Ill. Adm. Code Part 1075 is terminated.

This consultation is valid for two years unless new information becomes available that was not previously considered; the proposed action is modified; or additional species, essential habitat, or Natural Areas are identified in the vicinity. If the project has not been implemented within two years of the date of this letter, or any of the above listed conditions develop, a new consultation is necessary.

The natural resource review reflects the information existing in the Illinois Natural Heritage Database at the time of the project submittal, and should not be regarded as a final statement on the site being considered, nor should it be a substitute for detailed site surveys or field surveys required for environmental assessments. If additional protected resources are encountered during the project's implementation, you must comply with the applicable statutes and regulations. Also, note that termination does not imply IDNR's authorization or endorsement of the proposed action.

Please contact me if you have questions regarding this review.

Adam Rawe

Division of Ecosystems and Environment

Adam Raws

217-785-5500

GRAPHICAL SCALE (FEET)

Bearings referenced to the Illinois State Plane Coordinate System, East Zone (1201).

TERRA BUSINESS PARK - PHASE II

BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS.

SET 4" CONCRETE MONUMENT AT CORNER 40' BUILDING SETBACK HEREBY GRANTED 10' PARKING SETBACK HEREBY GRANTED _10' PUBLIC UTILITY EASEMENT L=575.88' RADIUS=4347.28 N76°52'13"E SET 3/4" X 24" IRON REBAR IRON REBAR CHORD=575.46 209,262 SQ. FT L=89.41 (4.8040 ACRES) 15' WATERMAIN EASEMENT RADIUS=205561.32' 20' BUILDING SETBACK PER DOC. 2013K035460 N85°17'05"E IRON REBAR N14°51'42"W CHORD=89.41 IRON REBAR 40' BUILDING SETBACK 10' PUBLIC UTILITY EASEMENT SET 3/4" X 24" RADIUS=540.00' 10' PARKING SETBACK IRON REBAR 20' BUILDING SETBACK HEREBY GRANTED N07°33'39"W IRON REBAR HEREBY GRANTED 10' PUBLIC UTILITY EASEMENT 10' PUBLIC UTILITY EASEMENT SET 3/4" X 24" SET 4" CONCRETE _ CHORD=137.24' — SET 3/4" X 24" -HEREBY GRANTED - IRON REBAR -MONUMENT AT CORNER 10' PARKING SETBACK HEREBY GRANTED UNPLATTED LANDS RADIUS=460.00' 20' BUILDING SETBACK 10' PUBLIC UTILITY EASEMENT 10' PARKING SETBACK 10' PUBLIC UTILITY EASEMENT IRON REBAR SET 3/4" X 24" OWNER: COMED TAX HEREBY GRANTED HEREBY GRANTED CHORD=116.91' 215,778 SQ. FT. DEPARTMENT (4.9536 ACRES) TAX KEY# 10' PUBLIC UTILITY EASEMENT 01-19-100-003-0000 152,442 SQ. FT. (COOK COUNTY) BY ORDINANCE-10' PARKING SETBACK 20' BUILDING SETBACK (3.4996 ACRES) IN THE FUTURE HEREBY GRANTED 10' PUBLIC UTILITY EASEMENT L=123.75 HEREBY GRANTED 25' BUILDING SETBACK RADIUS=3033.00 25' BUILDING SETBACK L=155.58' 10' PUBLIC UTILITY EASEMENT 25' BUILDING SETBACK N88°49'51"E 10' PARKING SETBACK 20' BUILDING 10' PARKING SETBACK RADIUS=1056.00' HEREBY GRANTEI 10' PUBLIC UTILITY EASEMENT CHORD=123.74 HEREBY GRANTED SETBACK _N85°46'45"W HEREBY GRANTED CHORD=155.44' N90°00'00"W 619.20' L=126.37' HEREBY DEDICATED RADIUS=2967.00' ←TO THE VILLAGE SET 3/4" X 24" IRON REBAR N88°46'46"E IRON REBAR IRON REBAR OF EAST DUNDEE (66' PUBLIC R.O.W.) N90°00'00"E 626.50' AS RIGHT-OF-WAY —— N90°00'00"E 366.21' 10' PARKING SETBACK (66' PUBLIC R.O.W. 10' PUBLIC UTILITY EASEMENT HEREBY GRANTED 10' PARKING SETBACK -RADIUS=2942.00' UNPLATTED LANDS N90°00'00"E 40' BUILDING SETBACK L=145.86' S88°45'34"W 626.61' RADIUS=990.00' SET 3/4" X 24" OWNER: PAL LAND LLC CHORD=127.36' IRON REBAR 40' BUILDING SETBACK S85°46'45"E 10' PUBLIC UTILITY EASEMENT 25' SANITARY SEWER EASEMENT CHORD=145.73' HEREBY GRANTED TAX KEY# HEREBY GRANTED 03-24-177-006 10' PUBLIC UTILITY EASEMENT 25' BUILDING SETBACK 10' PARKING SETBACK | HEREBY GRANTED HEREBY GRANTED HEREBY GRANTED 25' BUILDING SETBACK HEREBY GRANTED 10' PUBLIC UTILITY EASEMENT EREBY GRANTED 15' VILLAGE UTILITY EASEMENT <u>LOT 1</u> 330,666 SQ. FT. PER DOC. 2013K004617 UNPLATTED LANDS <u>LOT 2</u> 365,871 SQ. FT. (7.5910 ACRES) OWNER: COMED TAX DEPARTMENT (8.3992 ACRES) TAX KEY # 20' BUILDING SETBACK 01-19-100-004-0000 HEREBY GRANTED (COOK COUNTY) 10' PARKING SETBACK 10' PUBLIC UTILITY EASEMENT 15' TEMPORARY CONSTRUCTION EASEMENT HEREBY GRANTED PER DOC. 2013K004617 HEREBY RELEASED _ 10' PARKING SETBACK 10' PUBLIC UTILITY EASEMENT 20' BUILDING SETBACK HEREBY GRANTED HEREBY GRANTED 10' PARKING SETBACK HEREBY GRANTED 10' PUBLIC UTILITY EASEMENT 20' BUILDING SETBACK HEREBY GRANTED 20' BUILDING SETBACK SOUTH LINE OF 10' PARKING SETBACK HEREBY GRANTED THE NORTHEAST HEREBY GRANTED 10' PUBLIC UTILITY EASEMENT SET 4" x 48" CONCRETE MONUMENT 10' PARKING SETBACK 1/4 OF SECTION 24 HEREBY GRANTED SET 3/4" X 24" — WITH BRASS PLATE AT CORNER HEREBY GRANTED SET 3/4" X 24" **ELEVATION:** IRON REBAR ------ IRON REBAR S89°40'14"W 707.96' S89°40'14"W 774.00' EAST CORNER OF SET 4" CONCRETE NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 24-MONUMENT AT CORNER UNPLATTED LANDS UNPLATTED LANDS OWNER: PAL LAND II LLC OWNER: COMED TAX OWNER: PAL LAND LLO TAX KEY # TAX KEY# TAX KEY# IRON REBAR 03-24-177-007 01-19-100-003-0000 (COOK COUNTY)

PINNACLE ENGINEERING GROUP

PLAN I DESIGN I DELIVER www.pinnacle-engr.com

LEGEND OF LINES

PARCEL BOUNDARY

SECTION LINE

(180.00') RECORD DIMENSION

AREA SUMMARY

All dimensions are measured dimensions, record dimensions are shown parenthetically. The boundaries of

Stormwater Detention has been provided offsite for Lots 1-4. Onsite Stormwater Detention will be required for

6. Setbacks for building and parking on any particular lot as shown on the PUD Plan are subject to modification

by the Village Board at the request of such lot owner without the need for the consent of any other lot owner.

No discrepancies, conflicts, shortages in area, gaps, strips, gores or errors in boundary lines exist.

SQFT

330,666

365,871

215,778

209,262

152,442

175,777

1,449,796

LOT

ROW

TOTAL

GENERAL NOTES

Field work completed on November 08, 2022.

Subdivision consists of 5 lots.

the parcels as described form a mathematically closed figure.

180.00' MEASURED DIMENSION

ACRES

7.5910

8.3992

4.9536

4.8040

3.4996

4.0353

33.2827

CENTER OF RIGHT-OF-WAY

PUBLIC UTILITY EASEMENT LINE

VILLAGE SANITARY EASEMENT

PERCENT(%)

22.8

25.3

14.9

14.4

12.1

100.0

ILLINOIS OFFICE: 1051 E. MAIN STREET - SUITE 217 EAST DUNDEE, IL 60118

TERRA BUSINESS PARK - PHASE II LOCATION: IL ROUTE 68, EAST DUNDEE, IL

PRELIMINARY PLAT OF SUBDIVISION

		REVIS		
1	Village Comments	02/27/2023		
2	Village Comments	03/10/2023		
3	Village Comments	05/19/2023		

PRELIMINARY PLAT OF SUBDIVISION

TERRA BUSINESS PARK - PHASE II

BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 8EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS.

COUNTY OF KANE)
THIS IS TO CERTIFY THAT PAL LAND, LLC IS THE OWNER OF THE LAND DESCRIBED IN THE FOREGOING SURVEYOR'S CERTIFICATE AND HAS CAUSED THE SAME TO BE SURVEYED, SUBDIVIDED AND PLATTED AS SHOWN ON THE ANNEXED PLAT FOR THE USES AND PURPOSES THEREIN SET FORTH AS ALLOWED AND PROVIDED BY STATUTE AND DOES HEREBY ACKNOWLEDGE AND ADOPT SAME UNDER THE AFORESAID STYLE AND TITLE.
DATED THIS DAY OF, 20
BY:OWNER
SCHOOL DISTRICT BOUNDARY STATEMENT STATE OF ILLINOIS)
) SS COUNTY OF KANE)
THE UNDERSIGNED DO HEREBY CERTIFY THAT, AS OWNERS OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE, AND KNOWN AS PAL LAND, LLC, TO THE BEST OF THEIR KNOWLEDGE, IS LOCATED WITHIN THE BOUNDARIES OF THE DISTRICT 300 GRADE SCHOOL DISTRICT AND THE DISTRICT 300 HIGH SCHOOL DISTRICT IN KANE COUNTY, ILLINOIS.
DATED AT, ILLINOIS THIS DAY OF, 20
By: OWNER
NOTARY CERTIFICATE:
STATE OF)
) SS COUNTY OF)
I,, A NOTARY PUBLIC IN AND FOR THE AFORESAID STATE AND COUNTY DO HEREBY CERTIFY THAT,
GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS DAY OF, 20
NOTARY PUBLIC
KANE COUNTY CLERK CERTIFICATE STATE OF ILLINOIS)
OUNTY OF KANE)
I,, COUNTY CLERK OF KANE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT TAXES OR SPECIAL ASSESSMENTS, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THIS PLAT. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE PLAT.
GIVEN UNDER MY NAME AND SEAL THIS DAY OF, 20
COUNTY CLERK
KANE COUNTY RECORDER CERTIFICATE
STATE OF ILLINOIS)
) SS COUNTY OF KANE)
THIS INSTRUMENT NO, WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF KANE COUNTY, ILLINOIS, ON THE DAY OF, 20
COUNTY RECORDER
ILLINOIS DEPARTMENT OF TRANSPORTATION CERTIFICATE STATE OF ILLINOIS)
) SS COUNTY OF KANE)
THIS PLAT HAS BEEN APPROVED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION WITH RESPECT TO ROADWAY ACCESS PURSUANT OF § 2 OF "AN ACT TO REVISE THE LAW IN RELATION TO PLATS," AS AMENDED. A PLAN THAT MEETS THE REQUIREMENTS CONTAINED IN THE DEPARTMENT'S "POLICY ON PERMITS FOR ACCESS DRIVEWAYS TO STATE HIGHWAYS" WILL, BE REQUIRED BY THE DEPARTMENT.
JOSE RIOS, P.E. REGION ONE ENGINEER

VILLAGE BOARD CERTIFICATE
STATE OF ILLINOIS)
) SS COUNTY OF KANE)
UNDER THE AUTHORITY PROVIDED ORDINANCE NO ADOPTED BY THE VILLAGE BOARD OF THE VILLAGE OF EAST DUNDEE, ILLINOIS. THIS PLAT WAS APPROVED BY THE VILLAGE OF EAST DUNDEE AND MUST BE RECORDED WITHIN SIXTY (60) DAYS OF THE DATE OF APPROVAL BY TH VILLAGE BOARD, OTHERWISE IT IS NULL AND VOID.
APPROVED BY THE VILLAGE BOARD OF TRUSTEES AT A MEETING HELD THIS DAY OF, 20
PRESIDENT
VILLAGE CLERK
APPROVED BY THE VILLAGE ENGINEER
VILLAGE ENGINEER
CERTIFICATE OF SPECIAL ASSESSMENTS

, VILLAGE TREASURER OF THE VILLAGE OF EAST DUNDEE, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE BEEN APPORTIONED AGAINST THE TRACT OF LAND INCLUDED ON THIS PLAT. DATED THIS ____ DAY OF __________, 20_____.

STATE OF ILLINOIS)

COUNTY OF KANE)

VILLAGE TREASURER

PUBLIC UTILITY EASEMENT PROVISIONS

A NON-EXCLUSIVE EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC AND COMMUNICATIONS SERVICE IS HEREBY RESERVED FOR AND GRANTED TO

COMMONWEALTH EDISON COMPANY

SBC, AMERITECH ILLINOIS A.K.A. ILLINOIS BELL TELEPHONE COMPANY, GRANTEES,

COMCAST CORPORATION VILLAGE OF EAST DUNDEE

THEIR RESPECTIVE LICENSEES, SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY, TO CONSTRUCT, OPERATE, REPAIR, MAINTAIN, MODIFY, RECONSTRUCT, REPLACE, SUPPLEMENT, RELOCATE AND REMOVE, FROM TIME TO TIME, POLES, GUYS, ANCHORS, WIRES, CABLES, CONDUITS, MANHOLES, TRANSFORMERS, PEDESTALS, EQUIPMENT CABINETS OR OTHER FACILITIES USED IN CONNECTION WITH OVERHEAD AND UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY, COMMUNICATIONS, SOUNDS AND SIGNALS IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN WITHIN THE DASHED LINES ON THE PLAT AND MARKED "PUBLIC UTILITY EASEMENT" (PUE), THE PROPERTY DESIGNATED IN THE DECLARATION OF CONDOMINIUM AND/OR ON THIS PLAT AS "COMMON ELEMENTS" AND THE PROPERTY DESIGNATED ON THE PLAT AS A "COMMON AREA OR AREAS", AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE TOGETHER WITH THE RIGHTS TO INSTALL REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE OF EACH LOT AND COMMON AREA OR AREAS TO SERVE IMPROVEMENTS THEREON, OR ON ADJACENT LOTS, AND COMMON AREA OR AREAS, THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES, ROOTS AND SAPLINGS AND TO CLEAR OBSTRUCTIONS FROM THE SURFACE AND SUBSURFACE 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 GRANTEES' FACILITIES OR IN. UPON OR OVER THE PROPERTY WITHIN THE DASHED LINES MARKED "PUBLIC UTILITY EASEMENT" (PUE) 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. THE TERM "COMNON ELEMENTS" SHALL HAVE THAT MEANING SET FORTH FOR SUCH TERM IN THE "CONDOMINIUM PROPERTY ACT", CHAPTER 765 ILCS 605/2, AS AMENDED FROM TIME TO TIME. THE TERM "COMMON AREA OR AREAS" IS DEFINED AS A LOT, PARCEL OR AREA OF REAL PROPERTY, THE BENEFICIAL USE AND ENJOYMENT OF WHICH IS RESERVED IN WHOLE AS AN APPOINTMENT TO THE SEPARATELY OWNED LOTS, PARCELS OR AREAS WITHIN THE PLANNED DEVELOPMENT, EVEN THOUGH SUCH BE OTHERWISE DESIGNATED ON THE PLAT BY TERMS SUCH AS "OUTLOTS", "COMMON ELEMENTS", "OPEN SPACE", "OPEN AREA", "COMMON GROUND", "PARKING AND "COMMON AREA". THE TERM "COMMON AREA OR AREAS" AND "COMMON ELEMENTS" INCLUDES REAL PROPERTY SURFACED WITH INTERIOR DRIVEWAYS AND WALKWAYS, BUT EXCLUDES REAL PROPERTY PHYSICALLY OCCUPIED BY BUILDING, SERVICE BUSINESS DISTRICT OR STRUCTURES SUCH AS A POOL, RETENTION POND OR MECHANICAL EQUIPMENT. RELOCATION

VILLAGE UTILITY EASEMENT PROVISIONS

OF FACILITIES WILL BE DONE BY GRANTEES AT COST OF GRANTOR/LOT OWNER, UPON WRITTEN REQUEST.

AN EXCLUSIVE EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH DOMESTIC WATER, SANITARY SEWERS, STORM WATER DRAINAGE AND OTHER VILLAGE UTILITIES IS HEREBY RESERVED AND GRANTED TO THE VILLAGE OF EAST DUNDEE, ILLINOIS, ITS SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE, MAINTAIN, RELOCATE, RENEW AND REMOVE FACILITIES USED IN CONNECTION WITH SEWERS, WATER MAINS, AND OTHER VILLAGE UTILITIES IN, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN ON THE PLAT AND MARKED "VILLAGE UTILITY EASEMENT" (VUE) (OR SIMILAR DESIGNATION) AND THOSE PARTS DESIGNATED ON THE PLAT AS DEDICATED FOR PUBLIC STREETS, TOGETHER WITH 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 PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEES' FACILITIES SUCH AS THE INSTALLATION OF TREES, SHRUBS, HEDGES, BUSHES, PLAYGROUND EQUIPMENT, FENCES, SHEDS OR OTHER BUILDINGS. SAID EASEMENTS MAY BE USED FOR LANDSCAPING, DRIVEWAYS AND PARKING. HOWEVER, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN ANY MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF, OR WITH THE SURFACE DRAINAGE THEREON.

SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT I, PAUL A. KUBICEK, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED, SUBDIVIDED AND PLATTED FOR THE OWNERS THEREOF THE FOLLOWING DESCRIBED PROPERTY:

LOTS 1 THOUGH 5 IN TERRA BUSINESS PARK - PHASE II, BEING A RESUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST CORNER OF SECTION 24; THENCE SOUTH 89 DEGREES 40 MINUTES 14 SECONDS WEST, 707.96 FEET; THENCE SOUTH 00 DEGREES 15 MINUTES 36 SECONDS EAST, 102.98 FEET; THENCE SOUTH 89 DEGREES 44 MINUTES 24 SECONDS WEST, 66.00 FEET; THENCE NORTH 00 DEGREES 15 MINUTES 36 SE4CONDS WEST, 102.90 FEET; THENCE SOUTH 89 DEGREES 40 MINUTES 14 SECONDS WEST, 774.00 FEET; THENCE NORTH 02 DEGREES 16 MINUTES 14 SECONDS EAST, 797.04 FEET TO THE SOUTH LINE OF SAID DUNDEE ROAD - IL ROUTE 68; THENCE THE FOLLOWING COURSES ALONG SAID RIGHT-OF-WAY LINE OF

NORTH 85 DEGREES 18 MINUTES 32 SECONDS EAST, 83.51 FEET TO THE POINT ON A CURVE;

EASTERLY 89.41 FEET ALONG THE ARC OF A CURVE TO THE LEFT, WHOSE RADIUS IS 205,561.32 FEET AND WHOSE CHORD BEARS NORTH 85 DEGREES 17 MINUTES 05 SECONDS EAST, 89.41 FEET; NORTH 80 DEGREES 01 MINUTES 44 SECONDS EAST, 134.03 FEET;

NORTHEASTERLY 575.88 FEET ALONG THE ARC OF A CURVE TO THE LEFT, WHOSE RADIUS IS 4347.28 FEET AND WHOSE CHORD BEARS NORTH 76 DEGREES 52 MINUTES 13 SECONDS EAST, 575.46 FEET; NORTH 73 DEGREES 04 MINUTES 31 SECONDS EAST, 675.64 FEET TO A POINT ON THE EAST LINE OF SAID

NORTHEAST 1/4 OF SECTION 24; THENCE SOUTH 00 DEGREES 15 MINUTES 36 SECONDS EAST ALONG SAID SECTION LINE, 1152.32 FEET TO THE POINT OF BEGINNING.

CONTAINING 33.1268 ACRES, MORE OR LESS.

I FURTHER CERTIFY THAT IRON STAKES HAVE BEEN SET AT ALL LOT CORNERS, POINTS OF CURVATURE AND TANGENCY, EXCEPT WHERE CONCRETE MONUMENTS ARE INDICATED, AND THAT THE PLAT HEREON DRAWN CORRECTLY REPRESENTS SAID SURVEY AND SUBDIVISION. ALL DIMENSIONS ARE GIVEN IN U.S. FEET AND DECIMAL PARTS THEREOF.

I FURTHER CERTIFY THAT THE FOREGOING PROPERTY FALLS WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF EAST DUNDEE, AND I FURTHER CERTIFY THAT NO PART OF SAID PROPERTY IS SITUATED WITHIN A FLOOD HAZARD AREA, AS PER NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 17089C0157H, EFFECTIVE DATE AUGUST 3, 2009 AND 17089C0159H, EFFECTIVE DATE AUGUST 3, 2009.

DATED AT EAST DUNDEE, ILLINOIS, THIS 06th DAY OF JANUARY, 2023.

PAUL A. KUBICEK, ILLINOIS PROFESSIONAL LAND SURVEYOR 035-003296 EXPIRES 11/30/2024 PINNACLE ENGINEERING GROUP, LLC #184006289-0010

EXPIRES 04/30/2025



OWNER'S CERTIFICATE:

STATE OF ILLINOIS)

PLAN I DESIGN I DELIVER

www.pinnacle-engr.com

ILLINOIS OFFICE: 1051 E. MAIN STREET - SUITE 217 EAST DUNDEE, IL 60118

TERRA BUSINESS PARK - PHASE II LOCATION: IL ROUTE 68, EAST DUNDEE, IL

PRELIMINARY PLAT OF SUBDIVISION

		REVIS1	IONS
1	Village Comments	02/27/2023	
2	Village Comments	03/10/2023	
3	Village Comments	05/19/2023	
	-		

SHEET

Traffic Impact Study Mixed-Use Development

East Dundee, Illinois



Prepared For:





May 3, 2023

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 a truck maintenance facility and future retail development to be located in East Dundee, Illinois. The site of the development is located on the south side of Dundee Road (IL 68) both east and west of Prairie Lake Road with the site extending south of Penny Road. As part of the development, the following significant modifications are proposed to the roadway system:

- Prairie Lake Road is proposed to be extended from its terminus at Dundee Road south to south of the realigned Penny Road and will connect with the west access drive serving the existing trucking facilities located south of Penny Road. The extension of the road, which will be called Rock Road, will form the fourth (south) leg of the Dundee Road/Prairie Road intersection and the fourth (north) leg of the proposed realigned intersection of Penny Road with the west access drive to the existing truck facilities.
- *Penny Road* is proposed to generally be vacated between the proposed Rock Road extension and Dundee Road. In addition, a portion of Penny Road will be realigned so that it runs in an east-west direction and intersects the Rock Road extension perpendicularly. The realigned Penny Road will extend just past the Rock Road extension and will eliminate the existing Dundee Road/Penny Road intersection.

With the roadway modifications, the site is proposed to be subdivided into five parcels. The southern two parcels are to be developed initially (Phase 1) and the three northern parcels are to be developed in the future (Phase 2). The following summarize the approximate locations of each parcel and the development proposed for each:

- *Phase 1 Parcels*. The parcels located in the southwest and southeast quadrants of the intersection of the proposed Rock Road extension and the realigned Penny Road are each to be developed with truck maintenance facilities. As proposed, both parcels are to contain approximately 47,000 square-foot facilities with access provided via two access drives each on Rock Road.
- *Phase 2 Parcels*. The three parcels to be developed as part of Phase 2 of the development are summarized below:
 - The parcel located on the west side of the proposed Rock Road extension bounded by Dundee Road on the north and realigned Penny Road on the south is anticipated to be developed with an approximate 49,900 square-foot commercial building with access proposed to be provided via two access drives on Penny Road and a restricted right-turn in/right-turn out access drive on Dundee Road at the west end of the site.



- The northern portion of the parcel located on the east side of the proposed Rock Road extension bounded by Dundee Road on the north and realigned Penny Road on the south is anticipated to be developed with an approximate 48,100 square-foot commercial building with access proposed to be provided via a restricted right-turn in/right-turn out access drive on the south side of Dundee Road at the east end of the site and via two access drives to be provided on Penny Road.
- O The southern portion of the parcel located on the east side of the proposed Rock Road extension bounded by Dundee Road on the north and realigned Penny Road on the south is to be dedicated to the Village of Dundee. Currently, the Village does not have plans for this parcel. Access to the parcel is anticipated to be provided via Penny 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 traffic generated by the proposed site.

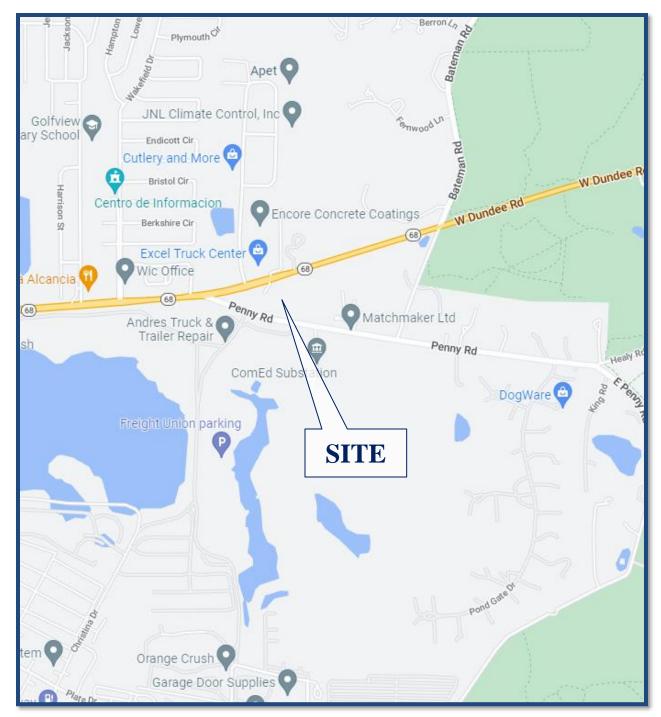
Figure 1 shows the location of the site in relation to the area roadway system. **Figure 2** shows an aerial view of the site. The sections of this report present the following:

- Existing roadway conditions
- A description of the proposed site
- Directional distribution of the site-generated traffic
- Vehicle trip generation for the site
- Future traffic conditions including access to the site
- Traffic analyses for the weekday morning and weekday evening peak hours
- Recommendations with respect to adequacy of the site access and adjacent roadway system

Traffic capacity analyses were conducted for the weekday morning and weekday evening peak hours for the following conditions:

- 1. Year 2022 Existing Conditions Analyzes the capacity of the existing roadway system using existing peak hour traffic volumes in the surrounding area.
- 2. Year 2028 No-Build Conditions Analyzes the capacity of the existing roadway system using existing traffic volumes increased by an ambient area growth factor (growth not attributable to any particular development).
- 3. Year 2028 Total Conditions Analyzes the capacity of the future roadway system using total projected traffic volumes that include the existing traffic volumes, ambient area growth not attributable to any particular development, and the net increase in traffic estimated to be generated by the proposed site.





Site Location Figure 1



Aerial View of Site Figure 2



2. Existing Conditions

Existing transportation conditions in the vicinity of the site were documented based on field visits conducted by KLOA, Inc. in order to obtain a database for projecting future conditions. The following provides a description of the geographical location of the site, physical characteristics of the area roadway system including lane usage and traffic control devices, and existing peak hour traffic volumes.

Site Location

The site is located on the north and south sides of Penny Road just east of its intersection with Dundee Road in East Dundee, Illinois. Land uses in the area include industrial warehouses located north of the site, various truck facilities located south of the site, and residential areas located further west and east of the site.

Existing Roadway System Characteristics

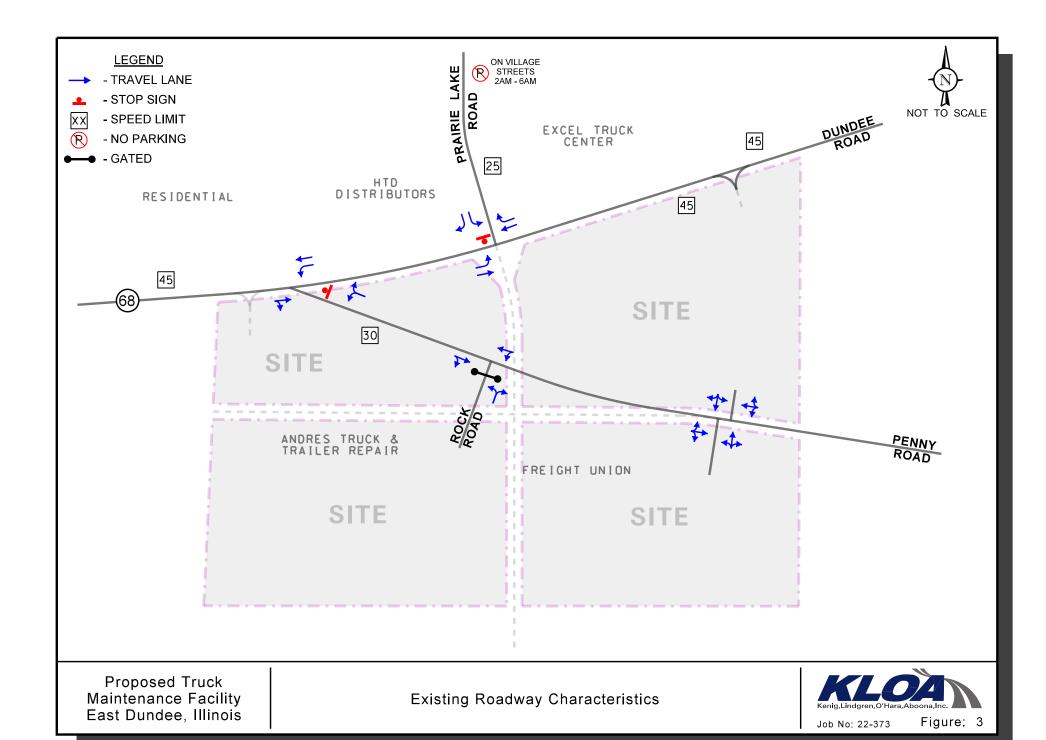
The characteristics of the existing roadways near the site are described below and illustrated in **Figure 3**.

Dundee Road (IL 68) is generally an east-west, other principal arterial roadway that provides one lane in each direction in the vicinity of the site. At its unsignalized intersection with Penny Road, Dundee Road provides a combined through/right-turn lane on the eastbound approach and a left-turn lane and a through lane on the westbound approach. At its unsignalized intersection with Prairie Lake Road, Dundee Road provides a left-turn lane and a through lane on the eastbound approach and a through lane and a right-turn lane on the westbound approach. Dundee Road is under the jurisdiction of the Illinois Department of Transportation (IDOT), carries an Annual Average Daily Traffic (AADT) volume of 13,400 vehicles (IDOT 2021), and has a posted speed limit of 45 miles per hour.

Penny Road is generally an east-west, major collector roadway that provides one lane in each direction and terminates at Dundee Road. At its unsignalized intersection with Dundee Road, Penny Road provides a combined left-turn/right-turn lane that is under stop sign control. At its unsignalized intersections with the access drives to the truck facilities to the south of the subject site, Penny Road provides single-lane approaches. Penny Road is under the jurisdiction of the Village of East Dundee, carries an AADT volume of 2,650 vehicles (IDOT 2020), and has a posted speed limit of 30 miles per hour.

Prairie Lake Road is a north-south, local roadway that provides one lane in each direction and terminates at Dundee Road. At its unsignalized intersection with Dundee Road, Prairie Lake Road provides a left-turn lane and a right-turn lane on the southbound approach that is stop sign controlled. Prairie Lake Road is under the jurisdiction of the Village of East Dundee and has a posted speed limit of 25 miles per hour.





Existing Traffic Volumes

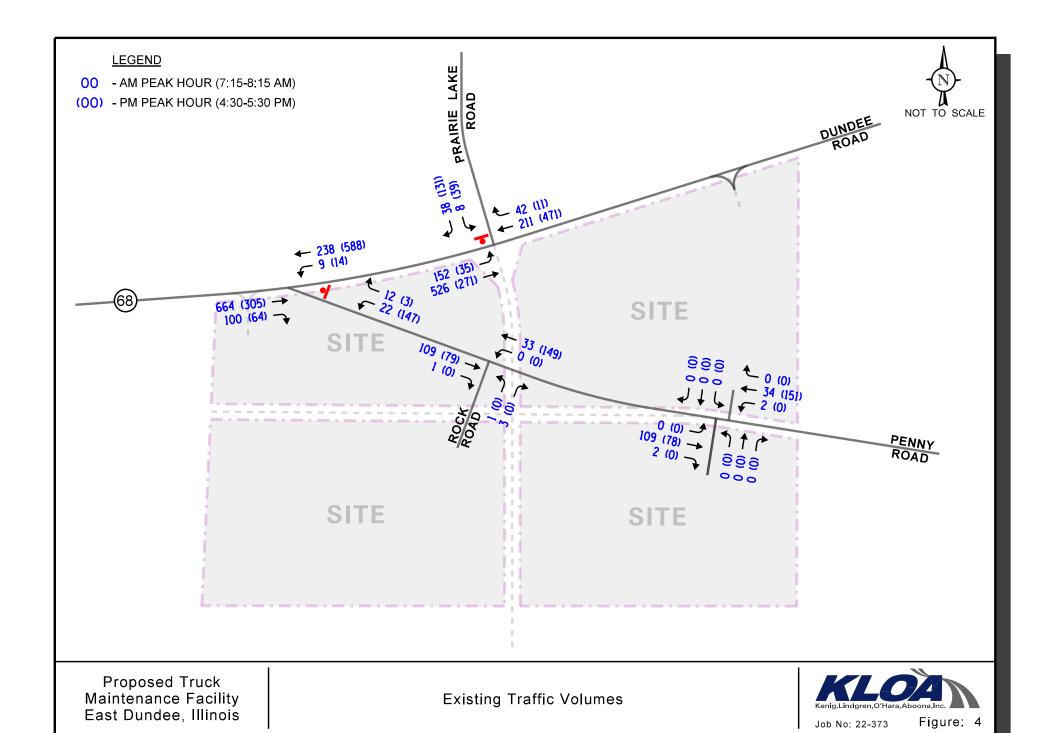
In order to determine current traffic conditions within the study area, KLOA, Inc. conducted peak period traffic counts utilizing Miovision Scout Collection Units at the following intersections:

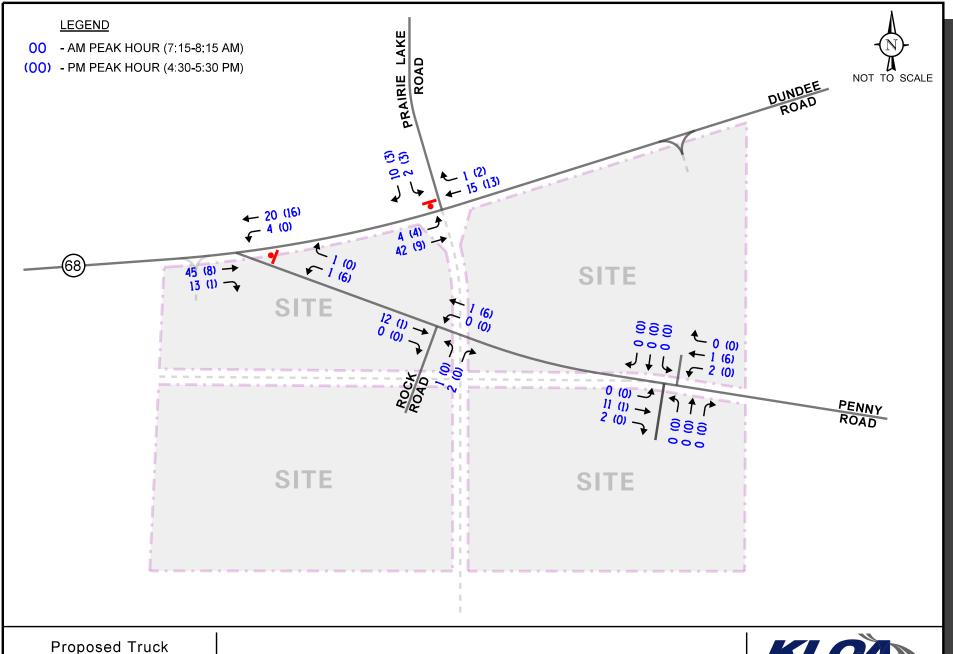
- Dundee Road with Penny Road
- Dundee Road with Prairie Lake Road
- Penny Road with Truck Facilities West Access Drive
- Penny Road with Truck Facilities East Access Drive

The traffic counts were conducted on Thursday, November 3, 2022 during the weekday morning (6:00 A.M. to 9:00 A.M.) and weekday evening (3:00 P.M. to 6:00 P.M.) peak periods. The results of the traffic counts show that the peak hours of traffic generally occur between 7:15 A.M. and 8:15 A.M. during the morning peak period and between 4:30 P.M. and 5:30 P.M. during the evening peak period.

Copies of the traffic count summary sheets are included in the Appendix. **Figure 4** illustrates the existing peak hour vehicle traffic volumes. **Figure 5** illustrates the existing peak hour truck traffic volumes.







Maintenance Facility

East Dundee, Illinois

Existing Traffic Volumes - Trucks

Kenig,Lindgren,O'Hara,Aboona,Inc.

Job No: 22-373

Figure: 5

Crash Analysis

KLOA, Inc. obtained crash data for the most recent available past five years (2017 to 2021) for the intersections within the study area. A summary of the crash data for the intersection of Dundee Road with Penny Road is shown in **Table 1.** During the review period, no crashes were reported at the intersections of Dundee Road with Prairie Lake Road or Penny Road with Rock Road or the east truck facility access drive. A review of the crash data revealed no fatalities were reported during the review period.

Table 1 DUNDEE ROAD WITH PENNY ROAD – CRASH SUMMARY

Year	Type of Crash Frequency							
1 cai	Angle	Head On	Object	Rear End	Sideswipe	Turning	Other	Total
2017	0	0	0	0	0	0	0	0
2018	0	0	0	1	0	3	0	4
2019	0	0	0	1	0	2	0	3
2020	0	0	0	0	0	1	0	1
2021	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
Total	0	1	0	2	0	6	0	9
Average	0.0	<1.0	0.0	<1.0	0.0	1.2	0.0	1.8

 $^{^1}$ IDOT DISCLAIMER: The motor vehicle crash data referenced herein was provided by the Illinois Department of Transportation. The author is responsible for any data analyses and conclusions drawn.



3. Traffic Characteristics of the Proposed Development

In order to properly evaluate future traffic conditions in the surrounding area, it was necessary to determine the traffic characteristics of the proposed development, including the directional distribution and volumes of traffic that it will generate.

Proposed Roadway Improvements

The site of the development is located on the south side of Dundee Road both east and west of Prairie Lake Road with the site extending south of Penny Road. As part of the development, the following significant modifications are proposed to the roadway system:

- Prairie Lake Road is proposed to be extended from its terminus at Dundee Road south to south of the realigned Penny Road and will connect with the west access drive serving the existing trucking facilities located south of Penny Road. The extension of the road, which will be called Rock Road, will form the fourth (south) leg of the Dundee Road/Prairie Road intersection and the fourth (north) leg of the proposed realigned intersection of Penny Road with the west access drive to the existing truck facilities.
- *Penny Road* is proposed to generally be vacated between the proposed Rock Road extension and Dundee Road. In addition, a portion of Penny Road will be realigned so that it runs in an east-west direction and intersects the Rock Road extension perpendicularly. The realigned Penny Road will extend just past the Rock Road extension and will eliminate the existing Dundee Road/Penny Road intersection.
- The following improvements are proposed at the Dundee Road with Prairie Lake Road and the proposed Rock Road intersection:
 - A 135-foot separate left-turn lane with a 170-foot taper is proposed on the westbound approach of Dundee Road.
 - O A 150-foot separate right-turn lane with 170-foot taper is proposed on the eastbound approach of Dundee Road.
 - O The Rock Road extension is proposed to provide one southbound lane and three northbound lanes striped for a separate left-turn lane, a through lane, and a separate right-turn lane.
 - O The existing right-turn lane on the Prairie Lake Road approach will be restriped as a through/right-turn lane.
 - The Prairie Lake Road and the Rock Road legs of the intersections are proposed to be under stop sign control.



- The proposed intersection of the realigned Penny Road with the Rock Road extension is proposed to be designed as follows:
 - O The east and west legs of Penny Road and the south leg of Rock Road will provide one departure lane and one approach lane striped for a shared left-turn/through/right-turn lane.
 - The north leg of Rock Road will provide one departure lane and two approach lanes striped for a separate left-turn lane and a shared through/right-turn lane.
 - The east and west legs of Penny Road are proposed to be under stop sign control.

Proposed Development Plan

With the roadway modifications, the site is proposed to be subdivided into five parcels. The southern two parcels are to be developed initially (Phase 1) and the three northern parcels are to be developed in the future (Phase 2). The following summarize the approximate locations of each parcel and the development proposed for each:

- Phase 1 Parcels. The parcels located in the southwest and southeast quadrants of the intersection of the proposed Rock Road extension and the realigned Penny Road are each to be developed with truck maintenance facilities. As proposed, both parcels are the to contain approximately 47,000 square-foot facilities with access provided via two access drives each on Rock Road. The access drives to each of the parcels are proposed to align opposite one another and will provide one inbound lane and one outbound lane with the outbound lanes under stop sign control.
- *Phase 2 Parcels*. The three parcels to be developed as part of Phase 2 of the development are summarized below:
 - The parcel located on the west side of the proposed Rock Road extension bounded by Dundee Road on the north and realigned Penny Road on the south is anticipated to be developed with an approximate 49,900 square-foot commercial building with access proposed to be provided via two access drives on Penny Road and a restricted right-turn in/right-turn out access drive on Dundee Road at the west end of the site. The Penny Road access drives will provide one inbound lane and one outbound lane with the outbound lanes under stop sign control. The Dundee Road access drive will provide one inbound lane and one outbound lane striped and channelized to restrict left-turn movements with the outbound lane under stop sign control.



- The northern portion of the parcel located on the east side of the proposed Rock Road extension bounded by Dundee Road on the north and the realigned Penny Road on the south is anticipated to be developed with an approximate 48,100 square-foot commercial building with access proposed to be provided via a restricted right-turn in/right-turn out access drive on the south side of Dundee Road at the east end of the site and via two access drives on Penny Road. The Dundee Road access drive will provide one inbound lane and one outbound lane striped and channelized to restrict left-turn movements with the outbound lane under stop sign control. The Penny Road access drives will provide one inbound lane and one outbound lane with the outbound lanes under stop sign control.
- The southern portion of the parcel located on the east side of the proposed Rock Road extension bounded by Dundee Road on the north and realigned Penny Road on the south is to be dedicated to the Village of Dundee. Currently, the Village does not have plans for this parcel. Access to the parcel is anticipated to be provided via Penny Road.

A site plan depicting the proposed layout of the buildings and access is included in the Appendix.

Directional Distribution

The directions from which traffic will approach and depart the proposed development were estimated based on existing travel patterns, as determined from the traffic counts. **Figure 6** illustrates the directional distribution of the passenger vehicle traffic and the truck traffic.

Peak Hour Traffic Volumes

The number of peak hour vehicle trips estimated to be generated by the proposed development was based on the following sources:

- The traffic to be generated by the proposed truck maintenance facilities are based on the operation of the facilities and previous data provided at similar facilities. According to the operator, each of the facilities will have a total of approximately 40 to 55 employees and will service between 15 and 30 trucks per day. In addition, each facility will provide parking for approximately 80 trucks.
- The traffic to be generated by the future commercial developments was based on vehicle trip generation rates contained in *Trip Generation Manual*, 11th Edition, published by the Institute of Transportation Engineers (ITE).

Table 2 shows the truck and passenger vehicle trips estimated to be generated by the proposed development during the weekday morning and weekday evening peak hours. The ITE trip generation sheets utilized are included in the Appendix.



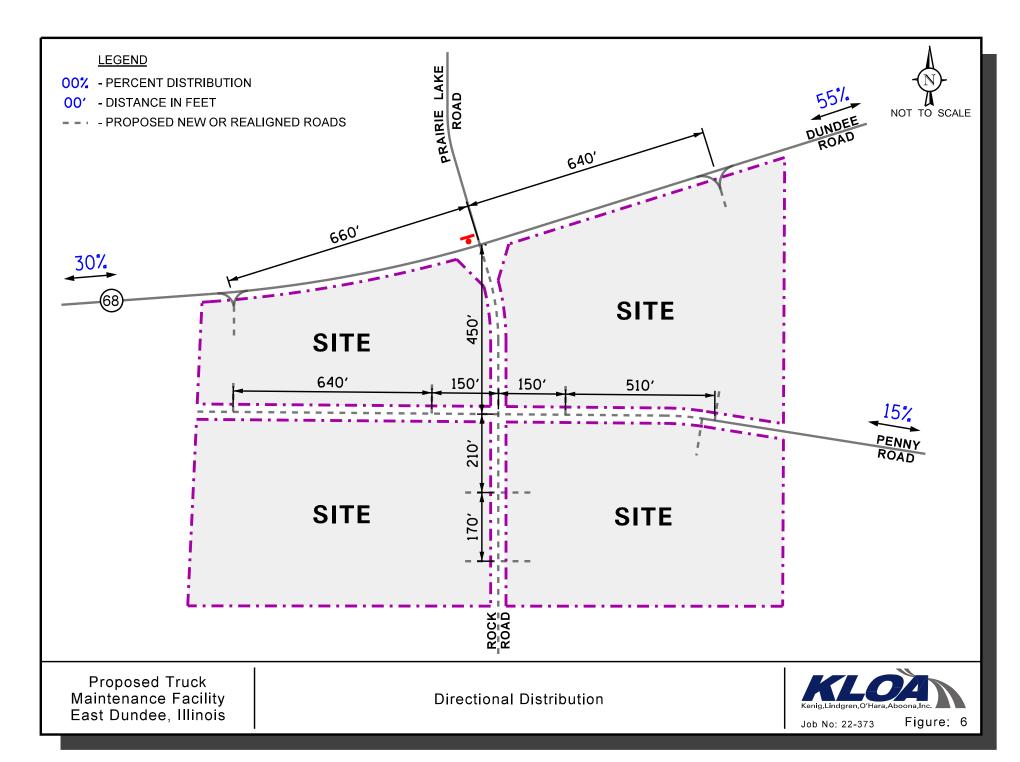


Table 2 PROJECTED SITE-GENERATED TRAFFIC VOLUMES

ITE Land- Use	Type/Size	W	eekday Morni Peak Hour	ing	Weekday Evening Peak Hour				
Code		In	Out	Total	In	Out	Total		
N/A	Warehouse Service Building (93,932 s.f.)								
	Passenger Vehicles	30	5	35	5	30	35		
	Trucks	15	15	30	15	15	30		
821	Retail (98,000 s.f.)								
	Passenger Vehicles	105	65	170	249	260	509		
Total Development									
	Passenger Vehicles	135	70	205	254	290	544		
	Trucks	<u>15</u>	<u>15</u>	<u>30</u>	<u>15</u>	<u>15</u>	<u>30</u>		
	Total	150	85	235	269	305	574		



4. Projected Traffic Conditions

The total projected traffic volumes include the existing traffic volumes, increase in background traffic due to growth, and the traffic estimated to be generated by the proposed development.

Traffic Assignment

The estimated weekday morning and evening 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 6). The passenger vehicle traffic assignment for the proposed development is illustrated in **Figure 7** and the truck traffic assignment is illustrated in **Figure 8**.

Background (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 particular planned development). Based on AADT projections provided by the Chicago Metropolitan Agency for Planning (CMAP) in a letter dated November 29, 2022, the existing traffic volumes were increased by an annually compounded growth rate of 0.2 percent per year for six years (buildout year plus five years) for a total of one percent. A copy of the CMAP 2050 projections letter is included in the Appendix and **Figure 9** illustrates the Year 2028 No-Build volumes.

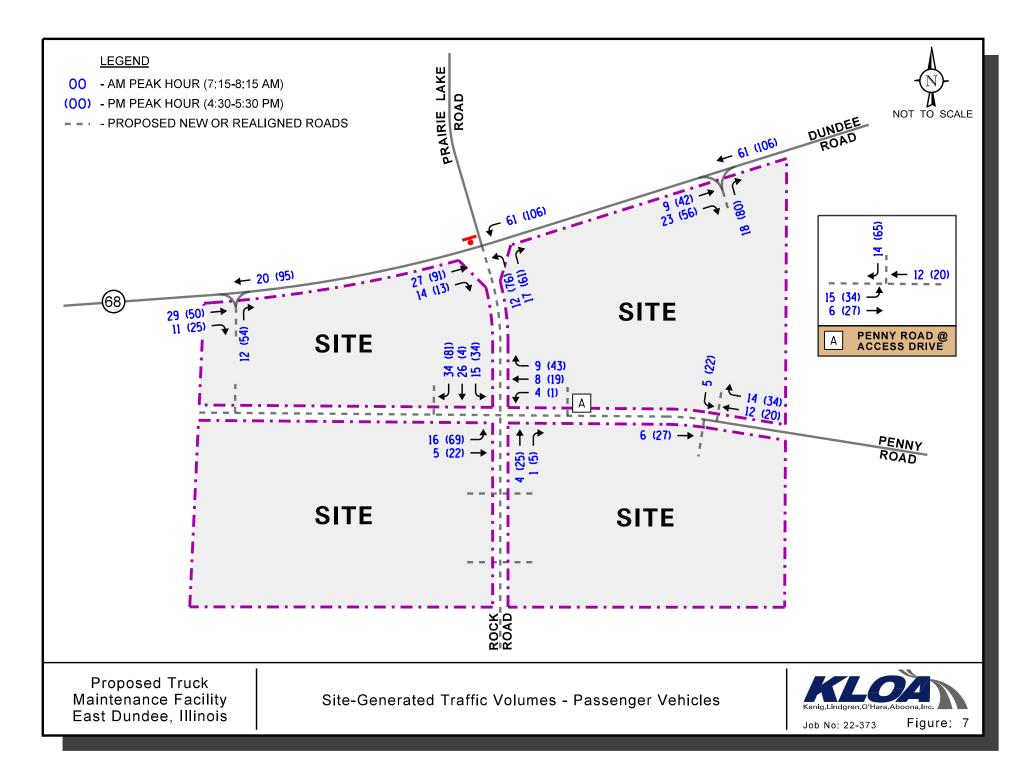
Traffic Reassignment

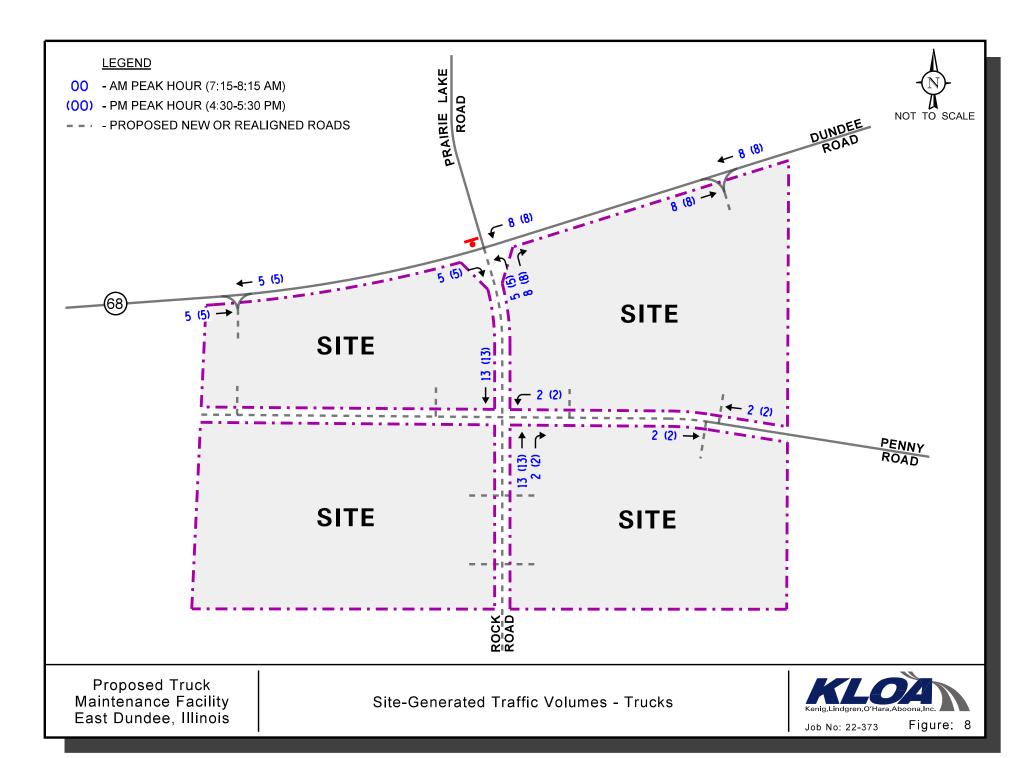
The proposed roadway modifications proposed as part of the development will result in the elimination of the intersection of Dundee Road with Penny Road. As such, the existing traffic volumes utilizing the intersection were reassigned to the proposed roadway system as shown in **Figure 10**.

Total Projected Traffic Volumes

The traffic to be generated by the site (Figure 7 and Figure 8) was added to the existing traffic volumes accounting for background growth and the traffic reassignment (Figure 10) to determine the Year 2028 total projected traffic volumes, as shown in **Figure 11**.







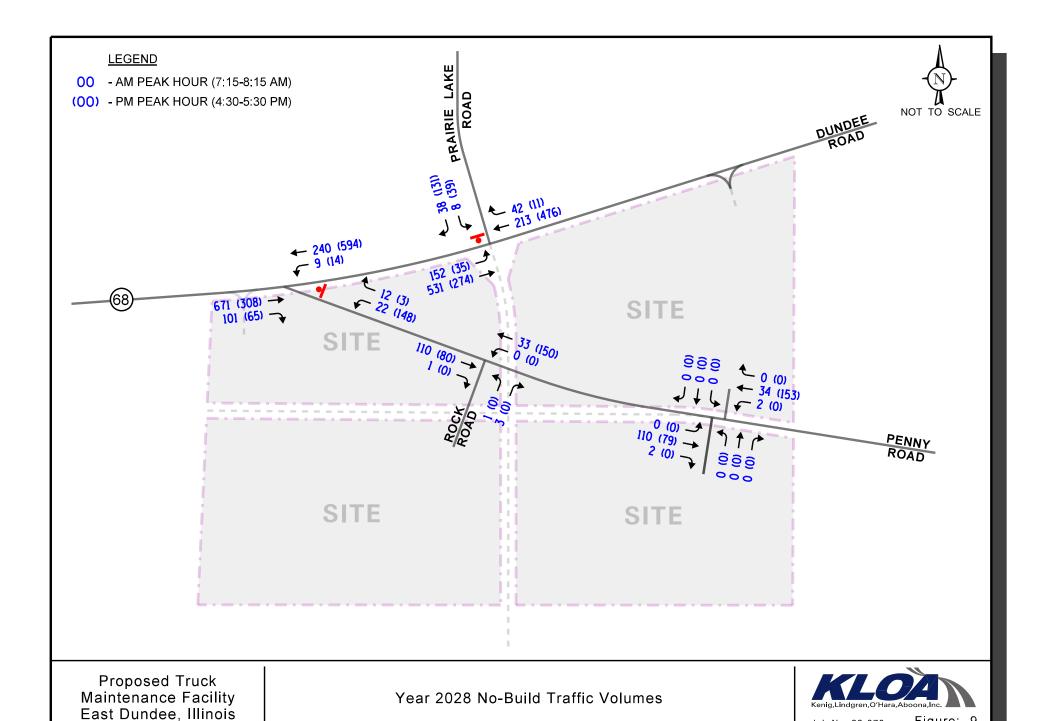
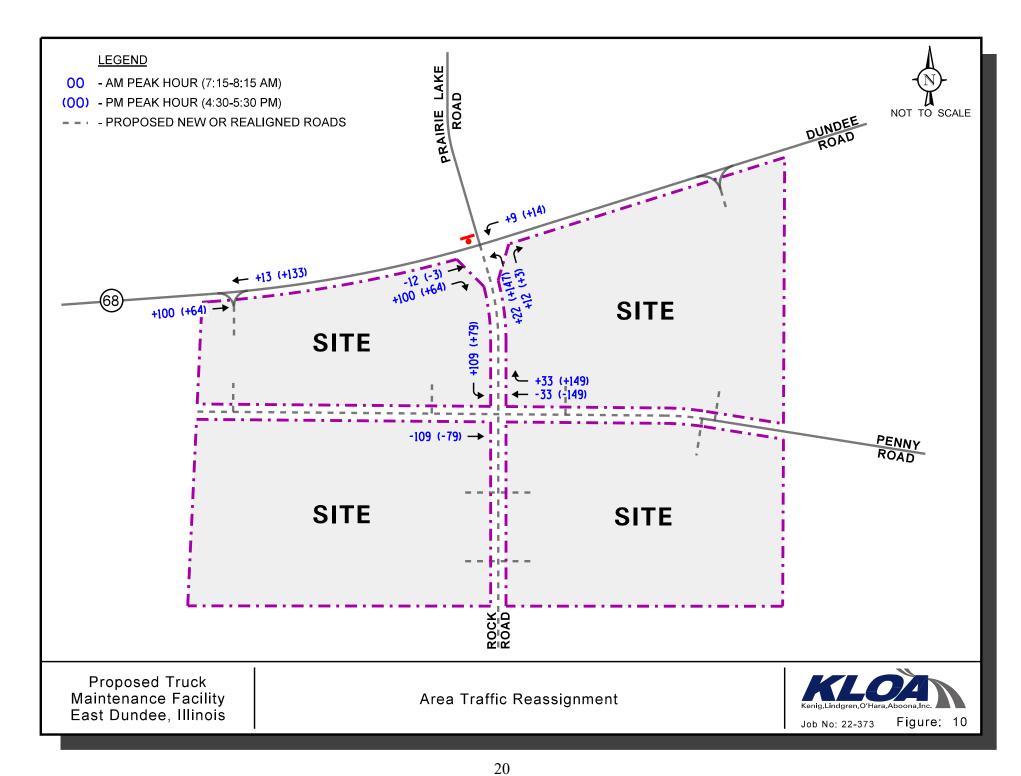
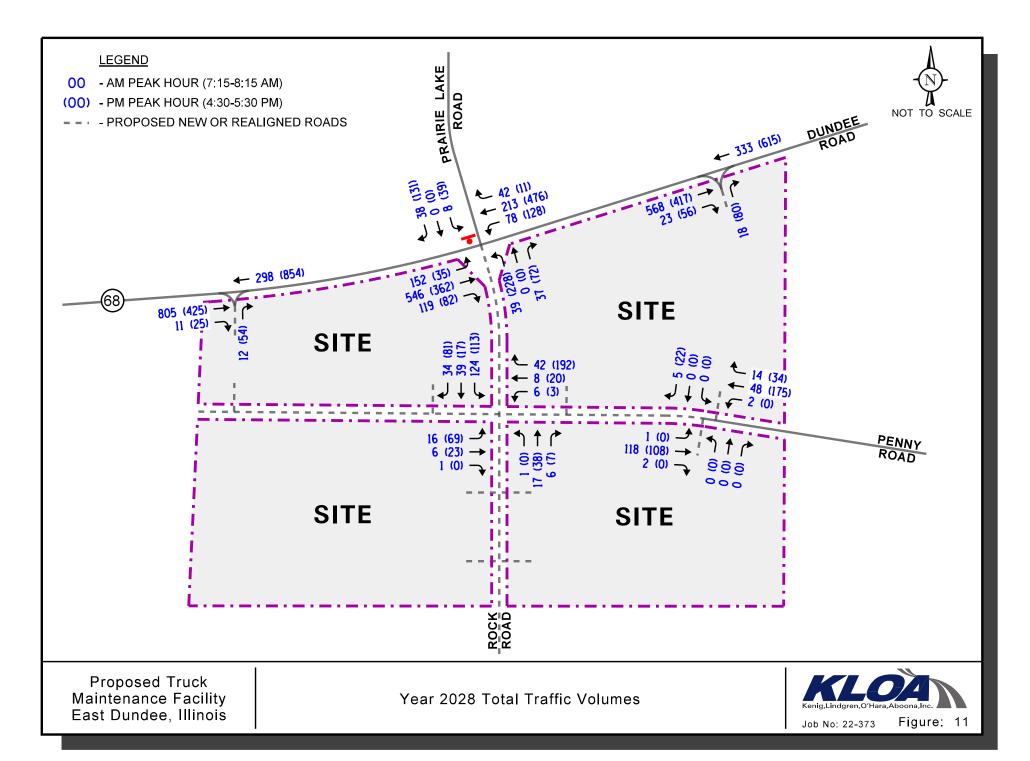


Figure: 9

Job No: 22-373





5. Traffic Analysis and Recommendations

The following provides an evaluation conducted for the weekday morning and weekday evening peak hours. The analysis includes conducting capacity analyses to determine how well the roadway system is projected to operate and whether any roadway improvements and/or traffic control modifications are required.

Traffic Analyses

Roadway and adjacent or nearby intersection analyses were performed for the weekday morning and weekday evening peak hours for the existing (Year 2022), Year 2028 no-build, and Year 2028 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 Synchro/SimTraffic 11 software.

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, Year 2028 no-build, and Year 2028 total projected conditions are presented in **Tables 3** through **5**. In addition, the intersection of Dundee Road with Prairie Lake Road was evaluated assuming the Year 2028 total traffic volumes and the installation of a traffic signal, as shown in **Table 6**.

A discussion of the results of the capacity analyses follows. Summary sheets for the capacity analyses are included in the Appendix.



Table 3
CAPACITY ANALYSIS RESULTS – EXISTING CONDITIONS – UNSIGNALIZED

	CITT THATE I DID REDUCTO ETAID.	1110 00112	711101 (6	TIDIOTITILIZED			
	Intersection		y Morning Hour	Weekday Evening Peak Hour			
		LOS	Delay	LOS	Delay		
Dun	dee Road with Penny Road ¹						
•	Northbound Approach	C	17.0	C	22.2		
•	Westbound Left Turn	В	11.0	A	8.1		
Dun	dee Road with Prairie Lake Road ¹						
•	Southbound Left Turn	C	19.5	В	14.9		
•	Southbound Right Turn	В	В 10.2		13.9		
•	Eastbound Left Turn	A	8.3	A	8.8		
Penr	ny Road with Rock Road ¹						
•	Northbound Approach		9.9	A	0.0		
•	Westbound Left Turn	A	0.0	A	0.0		
Penr	ny Road with Truck Facility East Acc	ess Drive ¹					
•	Northbound Approach	A	0.0	A	0.0		
•	Southbound Approach	A	0.0	A	0.0		
•	Eastbound Left Turn	A	7.3	A	0.0		
•	Westbound Left Turn	A	8.5	A	0.0		
	= Level of Service is measured in seconds.	1 – Two-	1 – Two-way stop control				



Table 4 CAPACITY ANALYSIS RESULTS – YEAR 2028 NO-BUILD CONDITIONS UNSIGNALIZED

	Intersection		Morning Hour	Weekday Evening Peak Hour		
		LOS	Delay	LOS	Delay	
Dunc	lee Road with Penny Road ¹					
•	Northbound Approach	C	17.2	C	22.5	
•	Westbound Left Turn	В	11.1	A	8.1	
Dunc	lee Road with Prairie Lake Road ¹					
•	Southbound Left Turn	C	19.6	C	15.0	
•	Southbound Right Turn	В	10.2	В	14.0	
•	Eastbound Left Turn	A	8.3	A	8.8	
Penny Road with Rock Road ¹						
•	Northbound Approach		10.0	A	0.0	
•	Westbound Left Turn	A	0.0	A	0.0	
Penn	y Road with Truck Facility East Acc	ess Drive ¹				
•	Northbound Approach	A	0.0	A	0.0	
•	Southbound Approach	A	0.0	A	0.0	
•	Eastbound Left Turn	A	7.3	A	0.0	
•	Westbound Left Turn	A	8.5	A	0.0	
LOS = Level of Service Delay is measured in seconds.		1 – Two-v	way stop control			



Table 5 CAPACITY ANALYSIS RESULTS – YEAR 2028 TOTAL CONDITIONS – UNSIGNALIZED

	Intersection		Morning Hour	Weekday Evening Peak Hour		
		LOS	Delay	LOS	Delay	
Dur	dee Road with Prairie Lake Road an	d Rock Road	\mathbf{l}^1			
•	Northbound Left Turn	D	29.9	F	99+	
•	Northbound Through	A	0.0	A	0.0	
•	Northbound Right Turn	В	13.1	В	11.3	
•	Southbound Left Turn	E	36.7	D	27.7	
•	Southbound Through/Right Turn	В	10.0	В	13.3	
•	Eastbound Left Turn	A	8.2	A	8.7	
•	Westbound Left Turn	A	9.6	A	8.8	
Roc	k Road with Penny Road ¹					
•	Eastbound Approach	В	12.0	C	16.5	
•	Westbound Approach	A	9.6	В	10.2	
•	Northbound Left Turn	A	8.3	A	0.0	
•	Southbound Left Turn	A	7.4	A	7.5	
Pen	ny Road with Truck Facility East Acc	cess Drive ¹				
•	Southbound Approach	A	8.6	A	9.4	
•	Eastbound Left Turn	A	7.3	A	0.0	
Dur	dee Road with West Right-In/Right-	Out Access I	Drive ¹			
Northbound Approach		C	15.2	В	11.4	
Dur	dee Road with East Right-In/Right-C	Out Access D	rive ¹			
•	Northbound Approach	В	12.4	В	11.7	
	= Level of Service y is measured in seconds.	1 – Two-	way stop control			



Table 6
DUNDEE ROAD WITH PRAIRIE LAKE ROAD AND ROCK ROAD – SIGNALIZED

	Peak Hour	Eastbound		Westbound		Northbound			Southbound		0		
Projected Conditions		L	T	R	L	T	R	L	T	R	L	T/R	Overall
	Weekday Morning	A 3.5	A 9.8	A 2.0	A 3.8	A 8.0	A 0.4	D 45.4	A 0.0	A 0.2	D 41.8	A 0.1	A
			A – 7.5			A – 6.1		C -	- 23.4	23.4 A – 7.1		8.1	
	Weekday Evening	A 9.0	B 19.1	A 4.0	A 9.6	В 17.6	A 0.0	D 39.2	A 0.0	A 0.3	C 33.2	A 1.6	В
			B – 15.8		F	3 – 15.6		C -	- 29.7		A	-8.8	17.6
	Letter denotes Level of Service $L-Left Turn$ $R-Right Turn$ Delay is measured in seconds. $T-Through$												



Discussion and Recommendations

The following summarizes how the intersection and access drives are projected to operate and identifies any roadway and traffic control improvements necessary to accommodate the traffic generated by the site.

Dundee Road with Penny Road

The results of the capacity analyses indicate that that the northbound approach of Penny Road currently operates at Level of Service (LOS) C during the weekday morning and weekday evening peak hours. The westbound left-turn movement currently operates at LOS B or better during the peak hours. Under Year 2028 no-build conditions, the northbound approach and westbound left-turn movement are projected to continue operating at their current levels of service with increases in delay of approximately less than one second over existing conditions. Under Year 2028 projected conditions with the proposed development, this intersection will be eliminated as part of the roadway modifications.

Dundee Road with Prairie Lake Road and Rock Road

The results of the capacity analyses indicate that that the critical movements at this intersection currently operate at LOS C or better during the weekday morning and evening peak hours. Under Year 2028 no-build conditions, the critical movements are projected to continue operating at LOS C or better during both peak hours.

With the roadway modifications proposed as part of the development, this intersection is proposed to be improved as follows:

- A 135-foot separate left-turn lane with a 170-foot taper is proposed on the westbound approach of Dundee Road.
- A 150-foot separate right-turn lane with 170-foot taper is proposed on the eastbound approach of Dundee Road.
- The Rock Road extension is proposed to provide one southbound lane and three northbound lanes striped for a separate left-turn lane, a through lane, and a separate right-turn lane.
- The existing right-turn lane on the Prairie Lake Road approach will be restriped as a through/right-turn lane.
- The Prairie Lake Road and the Rock Road legs of the intersections are proposed to be under stop sign control.

Under Year 2028 total projected conditions, all the critical movements are projected to operate at LOS D or better except the southbound and northbound left-turn movements. The southbound left-turn movement is projected to operate on the threshold of LOS D/E during the weekday morning peak hour and the northbound left-turn movement is projected to operate at LOS F during the weekday evening peak hour. The poor level of service for the northbound left-turn movement is due to the elimination of the Dundee Road/Penny Road intersection and the reassignment of the traffic to this intersection. The lower levels of service for the left-turn movement is typical of a stop sign-controlled approach along a higher volume roadway such as Dundee Road. However, it should be noted that if the Year 2028 total volumes are realized, the northbound approach of the intersection will experience some additional delay and queueing.

Under Year 2028 total projected conditions with the installation of a traffic signal (see Table 6), the intersection is projected to operate at LOS A during the weekday morning peak hour and at LOS B during the weekday evening peak hour. Further, all the movements are projected to operate at LOS D or better. A review of the Year 2028 total traffic volumes and the traffic signal warrants shows that if the Year 2028 total traffic volumes are realized, a traffic signal will be warranted at this intersection. As such, this intersection should be monitored in the future to determine if a traffic signal is warranted.

Penny Road with Rock Road

The results of the capacity analyses indicate that that the northbound approach of Rock Road currently operates at LOS A during the weekday morning and weekday evening peak hours. The westbound left-turn movement currently operates at LOS A during the peak hours. Under Year 2028 no-build conditions, the northbound approach and westbound left-turn movement are projected to operate at LOS B or better during the peak hours with increases in delay of less than one second over existing conditions.

With the roadway modifications proposed as part of the development, this intersection is proposed to be designed as follows:

- The east and west legs of Penny Road and the south leg of Rock Road will provide one departure lane and one approach lane striped for a shared left-turn/through/right-turn lane.
- The north leg of Rock Road will provide one departure lane and two approach lanes striped for a separate left-turn lane and a shared through/right-turn lane.
- The east and west legs of Penny Road are proposed to be under stop sign control.

Under Year 2028 total projected conditions, all the critical movements are projected to operate at LOS C or better during the weekday morning and evening peak hours. As such, this intersection has been designed to accommodate the Year 2028 total traffic volumes and no additional roadway improvements or traffic control modifications are required.

Penny Road with Truck Facility East Access Drive

The results of the capacity analyses indicate that that the northbound and southbound approaches currently operate at LOS A during the weekday morning and weekday evening peak hours. The eastbound and westbound left-turn movements currently operate at LOS A during the peak hours. Under Year 2028 no-build and total projected conditions, the approaches and critical movements are projected to continue to operate at LOS A during both peak hours. As such, no roadway and/or traffic control improvements are required at this intersection in conjunction with the proposed development.

Dundee Road with West Right-In/Right-Out Access Drive

The results of the capacity analysis indicate that that northbound right-turn movement is projected to operate at LOS C during the weekday morning peak hour and at LOS B during the weekday evening peak hour. 95th percentile queues are projected to be approximately one to two vehicles during the peak hours. As such, this intersection is projected to provide flexible and efficient access to the development and no additional roadway or traffic control improvements are needed.

Dundee Road with East Right-Turn in/Right-Turn Out Access Drive

The results of the capacity analysis indicate that that northbound right-turn movement is projected to operate at LOS B during the weekday morning peak hour and at LOS D during the weekday evening peak hour. 95th percentile queues are projected to be approximately one to two vehicles during the peak hours. As such, this intersection is projected to provide flexible and efficient access to the development and no additional roadway or traffic control improvements are required.

6. Conclusion

Based on the preceding analyses and recommendations, the following conclusions have been made:

As part of the development, the following significant modifications are proposed to the roadway system:

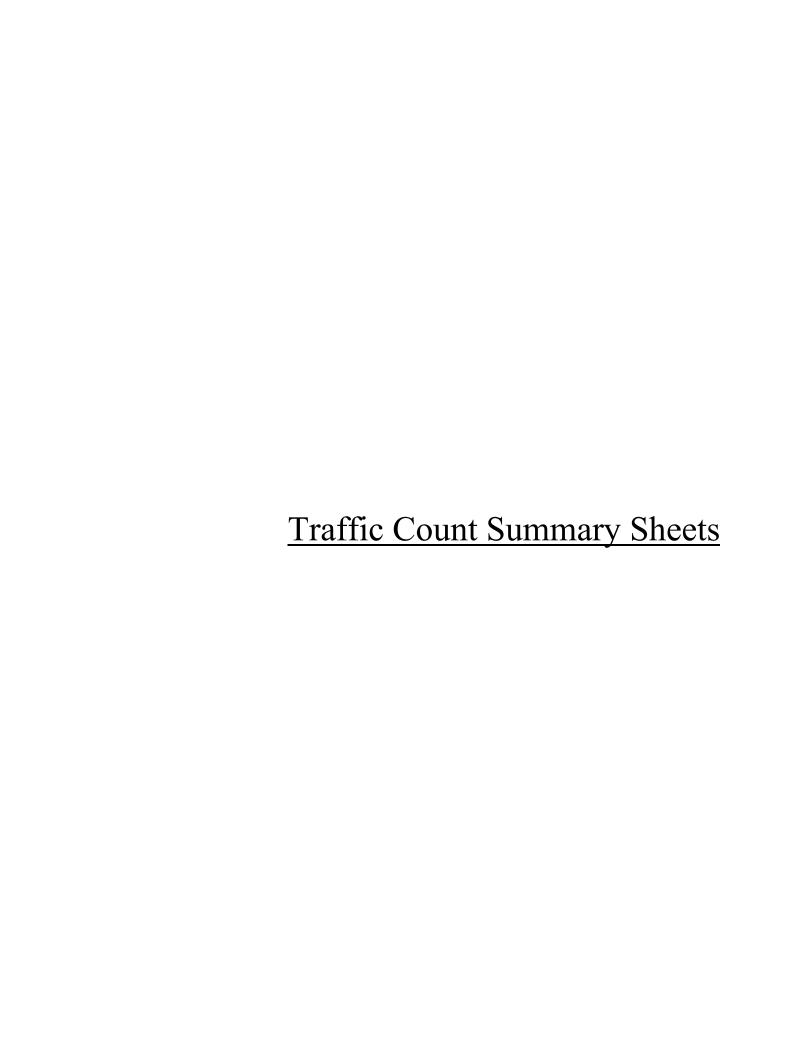
- Prairie Lake Road is proposed to be extended from its terminus at Dundee Road south to south of the realigned Penny Road and will connect with the west access drive serving the existing trucking facilities located south of Penny Road. The extension of the road, which will be called Rock Road, will form the fourth (south) leg of the Dundee Road/Prairie Road intersection and the fourth (north) leg of the proposed realigned intersection of Penny Road with the west access drive to the existing truck facilities.
- Penny Road is proposed to generally be vacated between the proposed Rock Road extension and Dundee Road. In addition, a portion of Penny Road will be realigned so that it runs in an east-west direction and intersects the Rock Road extension perpendicularly. The realigned Penny Road will extend just past the Rock Road extension and will eliminate the existing Dundee Road/Penny Road intersection.
- The following improvements are proposed at the Dundee Road with Prairie Lake Road and the proposed Rock Road intersection:
 - A 135-foot separate left-turn lane with a 170-foot taper is proposed on the westbound approach of Dundee Road.
 - A 150-foot separate right-turn lane with 170-foot taper is proposed on the eastbound approach of Dundee Road.
 - O The Rock Road extension is proposed to provide one southbound lane and three northbound lanes striped for a separate left-turn lane, a through lane, and a separate right-turn lane.
 - The existing right-turn lane on the Prairie Lake Road approach will be restriped as a through/right-turn lane.
 - The Prairie Lake Road and the Rock Road legs of the intersections are proposed to be under stop sign control.

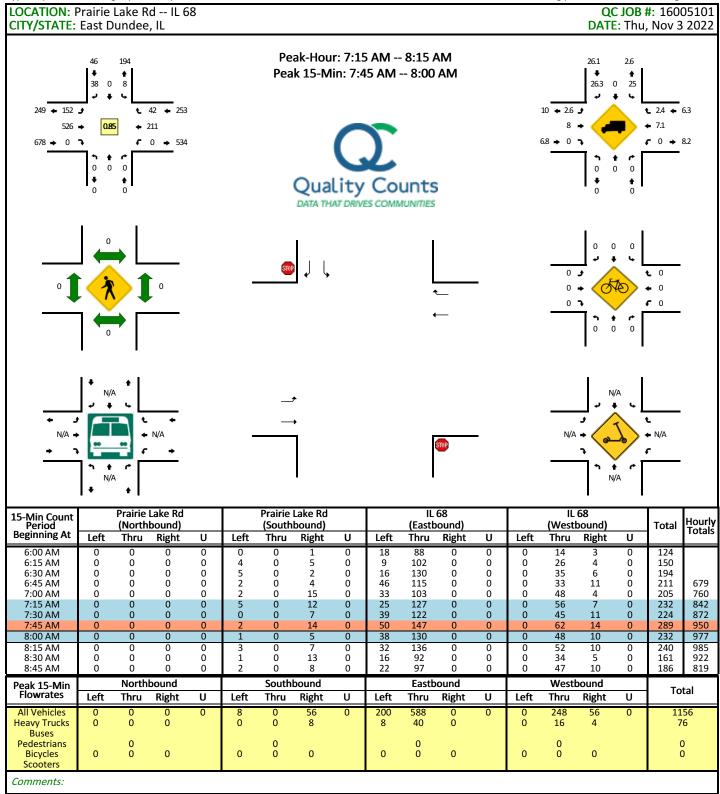
- The proposed intersection of the realigned Penny Road with the Rock Road extension is proposed to be designed as follows.
 - O The east and west legs of Penny Road and the south leg of Rock Road will provide one departure lane and one approach lane striped for a shared left-turn/through/right-turn lane.
 - The north leg of Rock Road will provide one departure leg and two approach lanes striped for a separate left-turn lane and a shared through right-turn lane.
 - The east and west legs of Penny Road are proposed to be under stop sign control.
- With the roadway modifications, the site is proposed to be subdivided into five parcels. The southern two parcels are to be develop initially (Phase 1) and the three northern parcels are to be developed in the future (Phase 2). The following summarize the proposed access to the various parcels:
 - Access to the each of the truck maintenance facilities to be located in the southwest and southeast quadrants of the intersection of the proposed Rock Road extension and the realigned Penny Road are proposed to be provided via two access drives located on Rock Road. The access two access drives to each of the facilities will be aligned opposite one another and will provide one inbound lane and one outbound lane with the outbound lanes under stop sign control.
 - Access to the commercial building to be located on the west side of the proposed Rock Road extension bounded by Dundee Road on the north and realigned Penny Road on the south is anticipated to be provided via two access drives on Penny Road and a restricted right-turn in/right-turn out access drive on Dundee Road at the west end of the site. The Penny Road access drives will provide one inbound lane and one outbound lane with the outbound lanes under stop sign control. The Dundee Road access drive will provide one inbound lane and one outbound lane striped and channelized to restrict left-turn movements with the outbound lane under stop sign control.
 - Access to the commercial building located on the northern half of the parcel located on the east side of the proposed Rock Road extension bounded by Dundee Road on the north and realigned Penny Road is proposed to be provided via a restricted right-turn in/right-turn out access drive on the south side of Dundee Road at the east end of the site and two access drives on Penny Road. The Dundee Road access drive will provide one inbound lane and one outbound lane striped and channelized to restrict left-turn movements with the outbound lane under stop sign control. The Penny Road access drives will provide one inbound lane and one outbound lane with the outbound lanes under stop sign control.
- The proposed access drive is projected to provide flexible and efficient access to the various parcels with limited impact on the roadway system.

• The proposed modified roadway system will have sufficient reserve capacity to accommodate the traffic to be generated by the development. A review of the Year 2028 total traffic volumes and the traffic signal warrants shows that if the Year 2028 total traffic volumes are realized, a traffic signal will be warranted at the Dundee Road/Prairie Lake Road/Rock Road intersection. As such, this intersection should be monitored in the future to determine if a traffic signal is warranted.

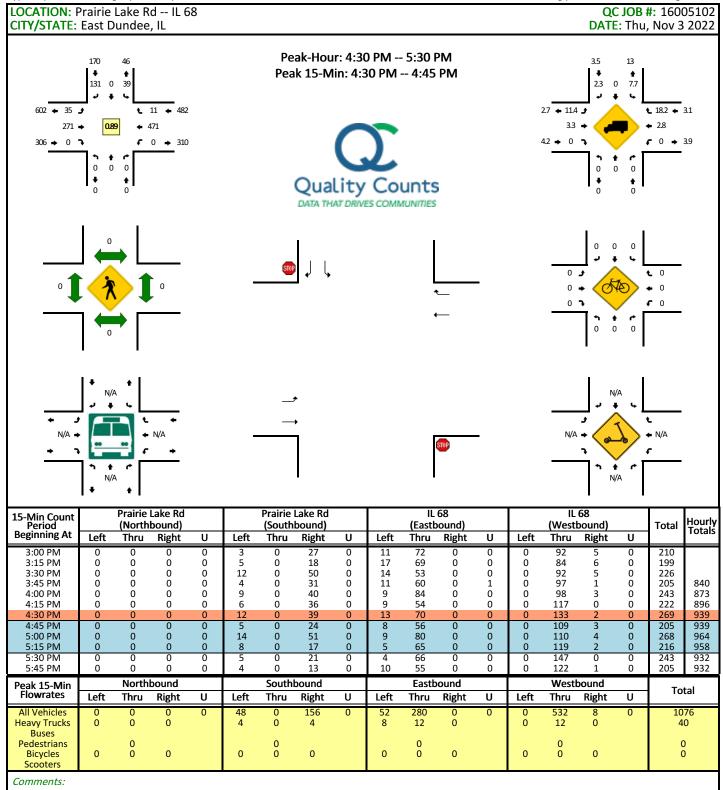
Appendix

Traffic Count Summary Sheets
Site Plan
ITE Trip Generation Sheets
CMAP 2050 Projections Letter
Level of Service Criteria
Capacity Analysis Summary Sheets

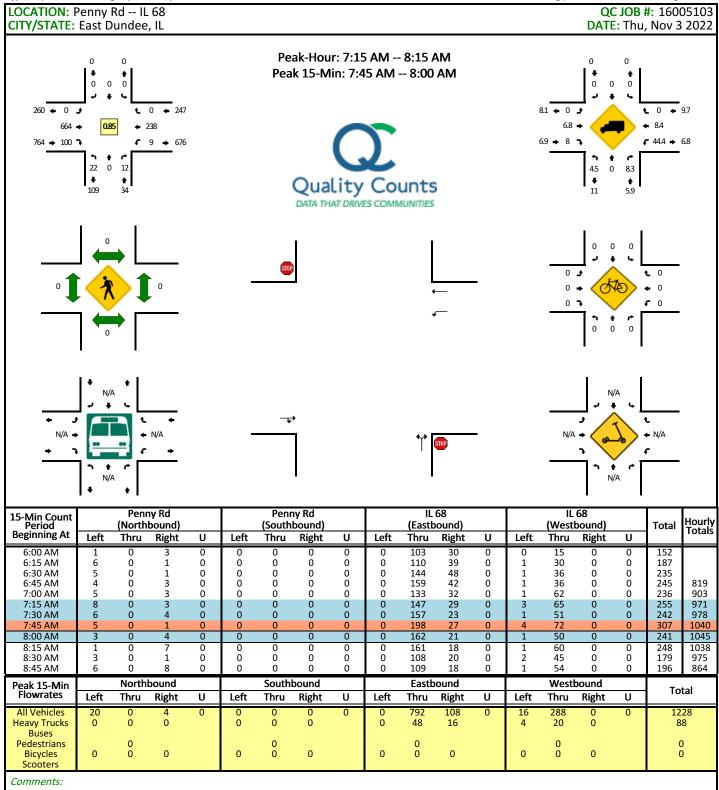




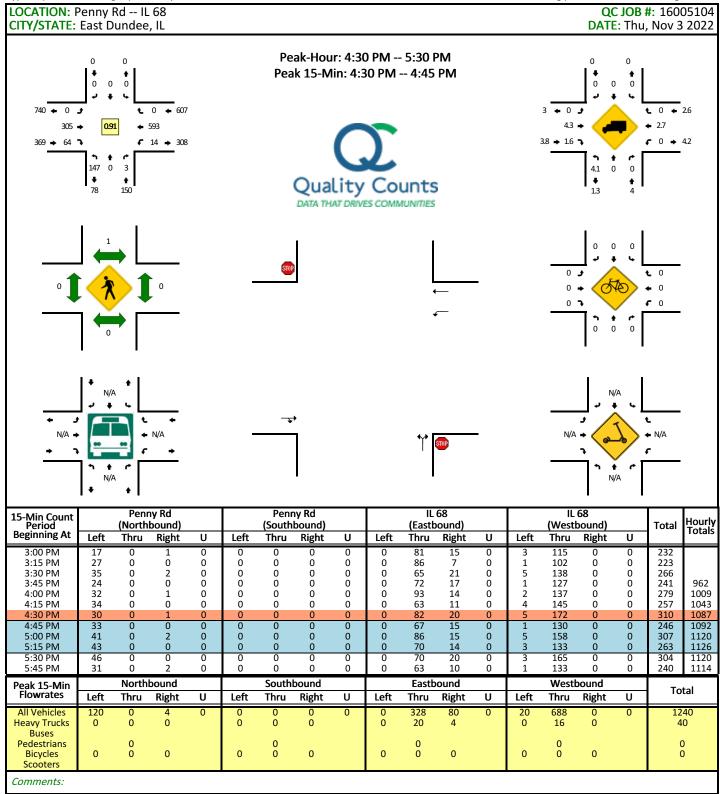
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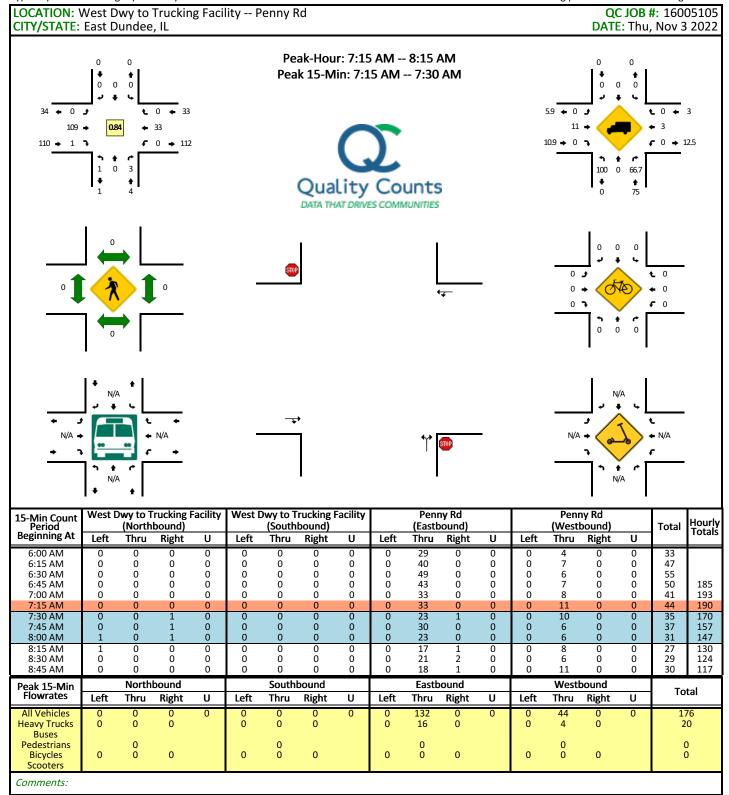
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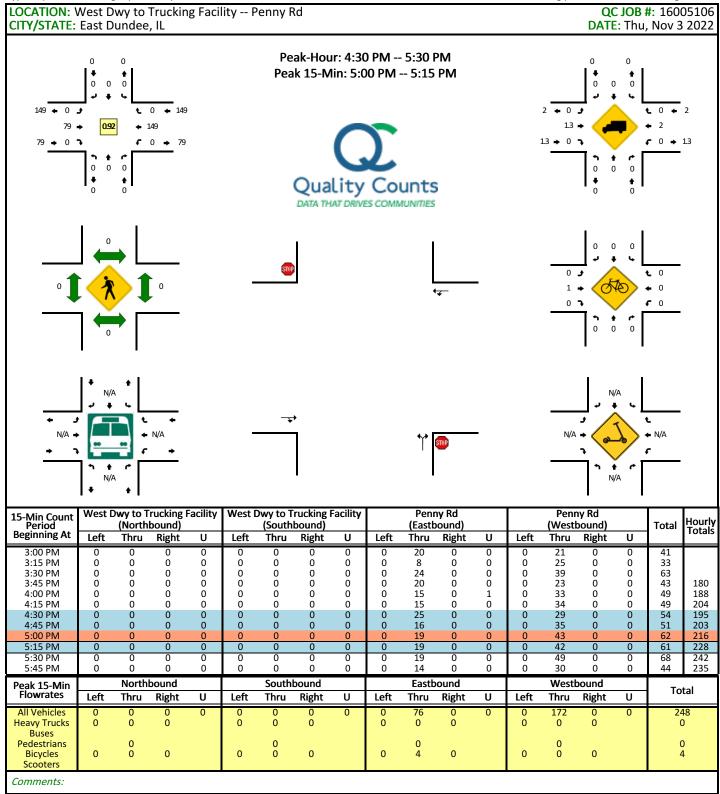
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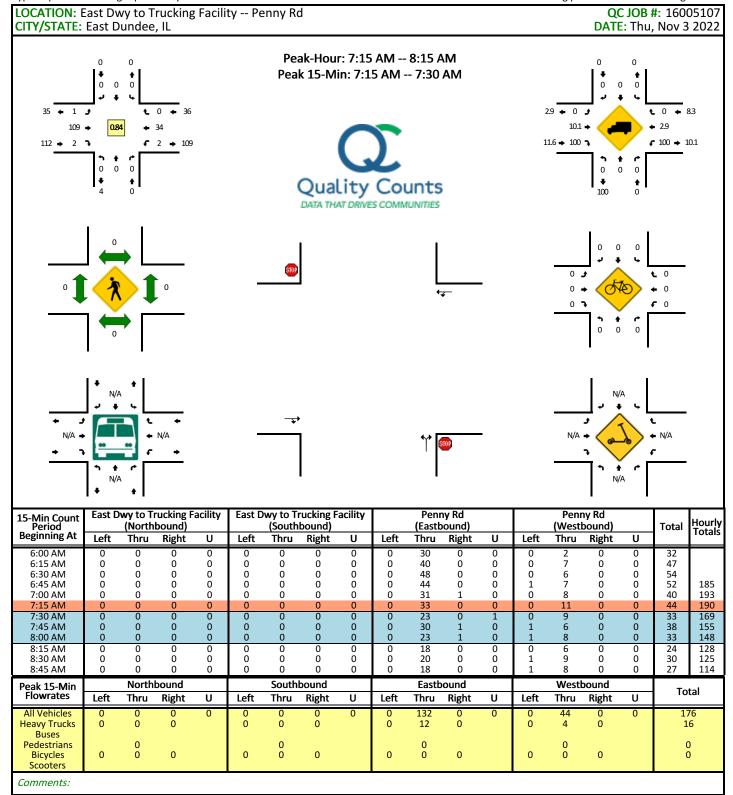
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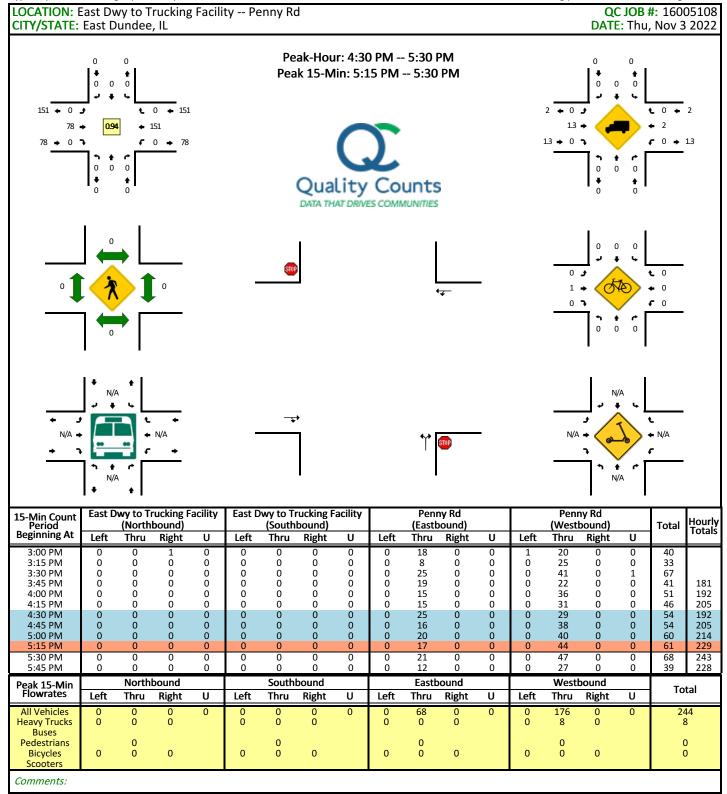
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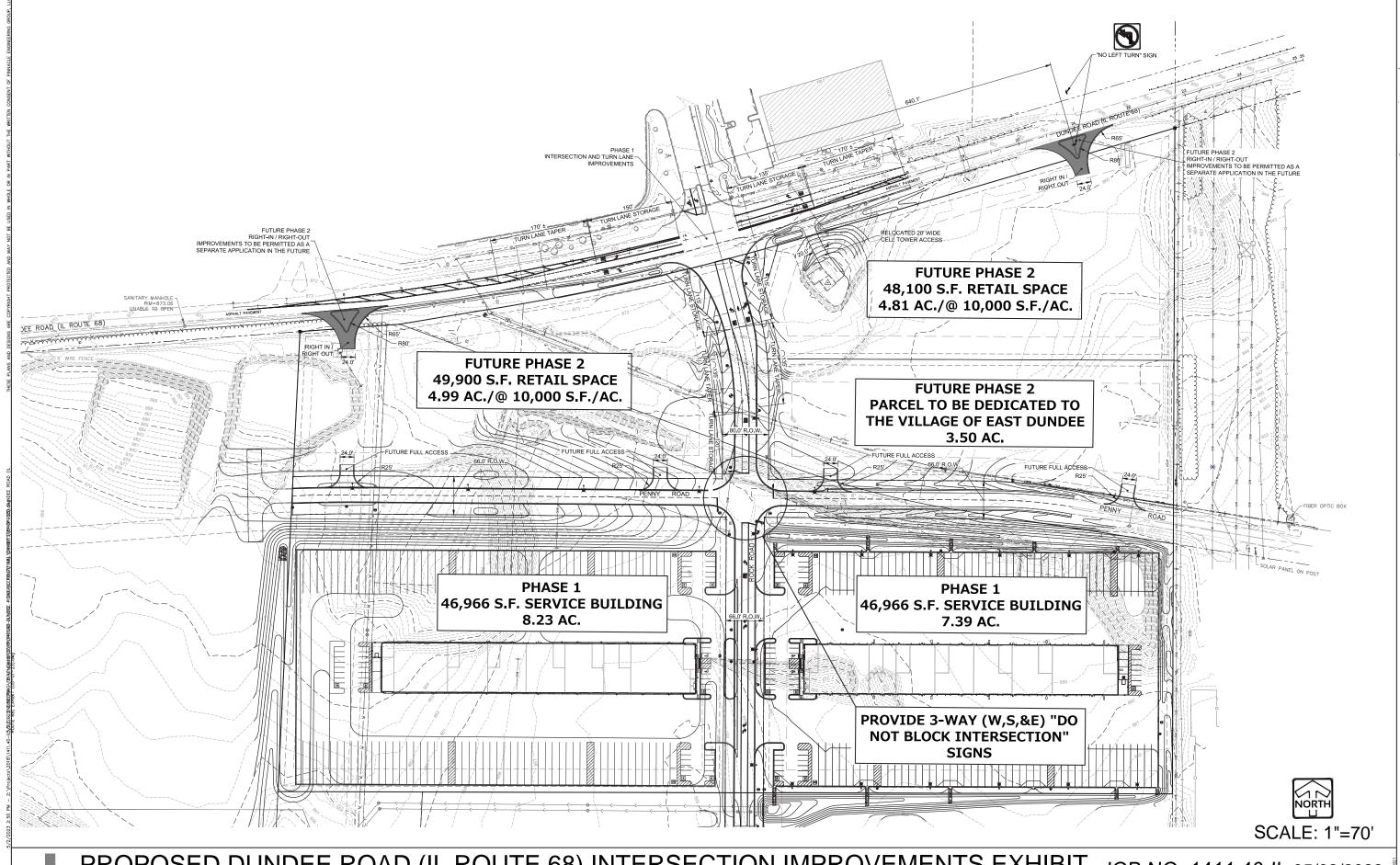


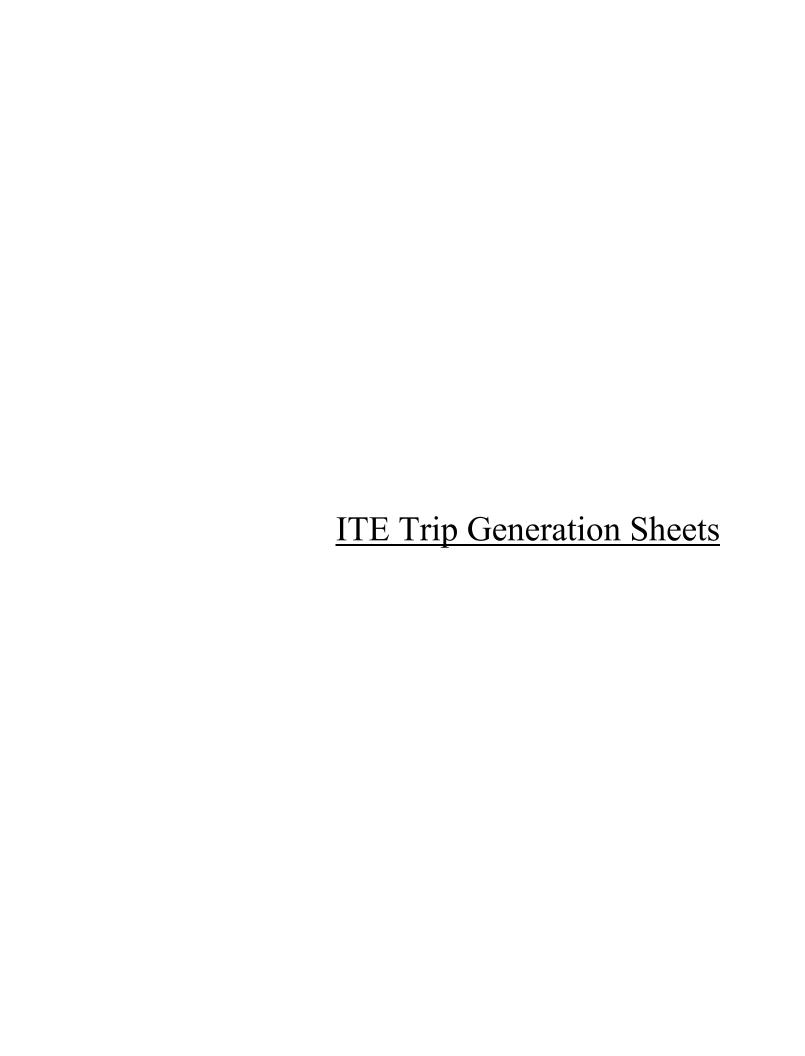
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Site Plan





Land Use: 821 **Shopping Plaza (40-150k)**

Description

A shopping plaza is an integrated group of commercial establishments that is planned, developed, owned, and managed as a unit. Each study site in this land use has between 40,000 and 150,000 square feet of gross leasable area (GLA). The term "plaza" in the land use name rather than "center" is simply a means of distinction between the different shopping center size ranges. Various other names are commonly used to categorize a shopping plaza within this size range, depending on its specific size and tenants, such as neighborhood center, community center, and fashion center.

Its major tenant is often a supermarket but many sites are anchored by home improvement, discount, or other stores. A shopping plaza typically contains more than retail merchandising facilities. Office space, a movie theater, restaurants, a post office, banks, a health club, and recreational facilities are common tenants. A shopping plaza is almost always open-air and the GLA is the same as the gross floor area of the building.

The 150,000 square feet GLA threshold value between shopping plaza and shopping center (Land Use 820) is based on an examination of trip generation data. For a shopping plaza that is smaller than the threshold value, the presence or absence of a supermarket within the plaza has a measurable effect on site trip generation. For a shopping center that is larger than the threshold value, the trips generated by its other major tenants mask any effects of the presence or absence of an on-site supermarket.

The 40,000 square feet GFA threshold between shopping plaza and strip retail plaza (Land Use 822) was selected based on an examination of the overall shopping center/plaza database. No shopping plaza with a supermarket as its anchor is smaller than 40,000 square feet GLA.

Shopping center (>150k) (Land Use 820), strip retail plaza (<40k) (Land Use 822), and factory outlet center (Land Use 823) are related uses.

Land Use Subcategory

The presence or absence of a supermarket in a shopping plaza has been determined to have a measurable effect on site trip generation. Therefore, data are presented for two subcategories for this land use: sites with a supermarket anchor and sites without a supermarket.

Additional Data

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (https://www.ite.org/technical-resources/topics/tripand-parking-generation/).



The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in Alberta (CAN), British Columbia (CAN), California, Connecticut, District of Columbia, Florida, Georgia, Illinois, Indiana, Iowa, Kansas, Kentucky, Maine, Maryland, Massachusetts, Minnesota, Nevada, New Jersey, New York, Ontario (CAN), Oregon, Pennsylvania, South Dakota, Texas, Vermont, Virginia, Washington, and Wisconsin.

Source Numbers

105, 110, 156, 159, 186, 198, 204, 211, 213, 239, 259, 260, 295, 301, 304, 305, 307, 317, 319, 358, 376, 390, 400, 404, 437, 444, 446, 507, 580, 598, 658, 728, 908, 926, 944, 946, 960, 973, 974, 1004, 1009, 1025, 1069



Shopping Plaza (40-150k) - Supermarket - No (821)

Vehicle Trip Ends vs: 1000 Sq. Ft. GLA

On a: Weekday,

Peak Hour of Adjacent Street Traffic, One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

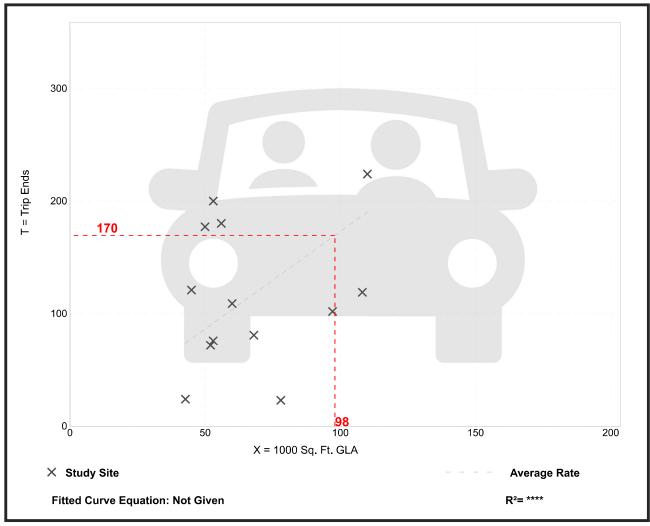
Number of Studies: 13 Avg. 1000 Sq. Ft. GLA: 67

Directional Distribution: 62% entering, 38% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
1.73	0.29 - 3.77	1.06

Data Plot and Equation



Shopping Plaza (40-150k) - Supermarket - No (821)

Vehicle Trip Ends vs: 1000 Sq. Ft. GLA

On a: Weekday,

Peak Hour of Adjacent Street Traffic, One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

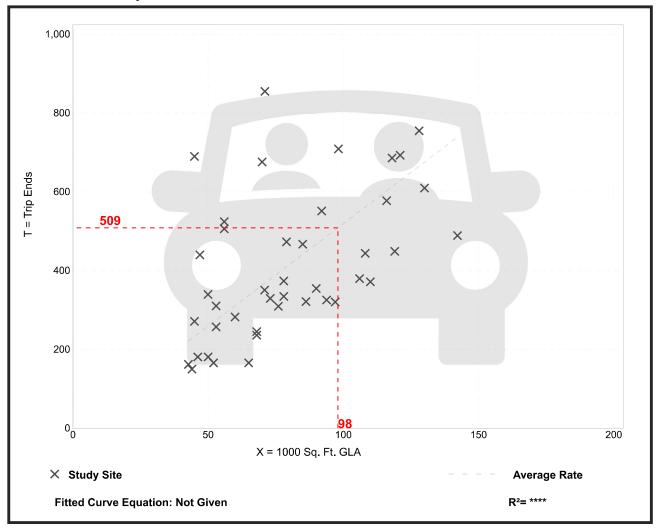
Number of Studies: 42 Avg. 1000 Sq. Ft. GLA: 79

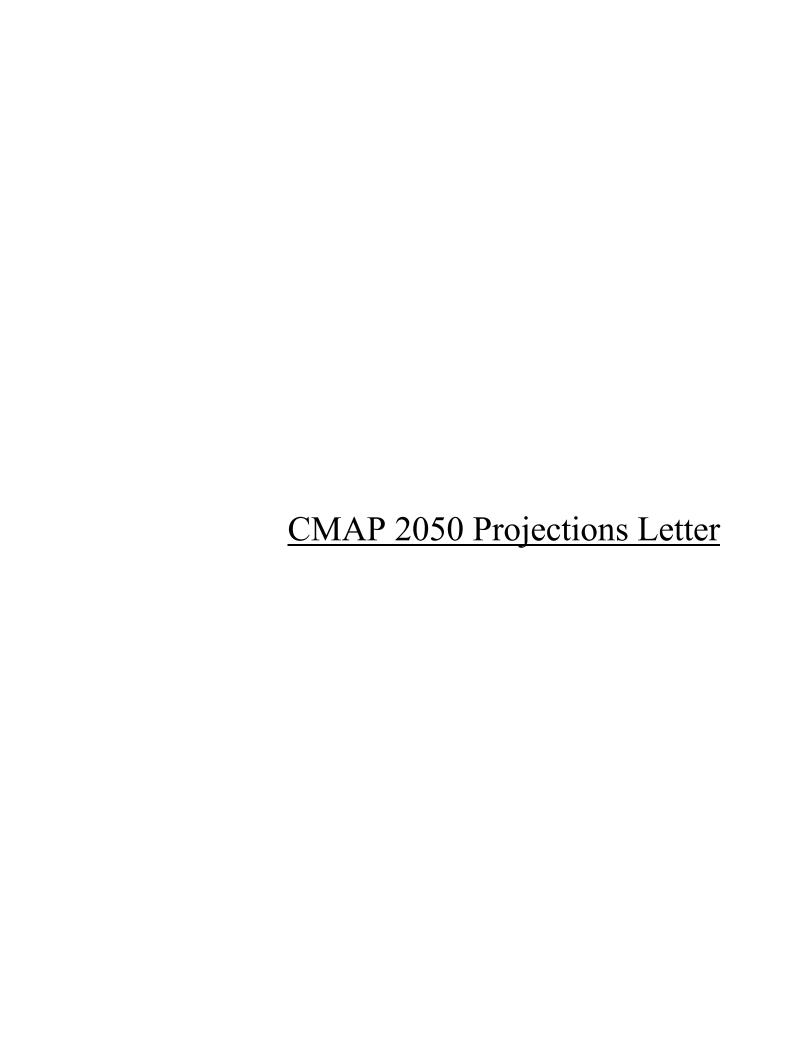
Directional Distribution: 49% entering, 51% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
5.19	2.55 - 15.31	2.28

Data Plot and Equation







433 West Van Buren Street Suite 450 Chicago, IL 60607

> 312-454-0400 cmap.illinois.gov

November 29, 2022

Kelly Pachowicz Consultant Kenig, Lindgren, O'Hara and Aboona 9575 West Higgins Road Suite 400 Rosemont, IL 60018

Subject: IL 68 @ Penny Road

IDOT

Dear Ms. Pachowicz:

In response to a request made on your behalf and dated November 28, 2022, we have developed year 2050 average daily traffic (ADT) projections for the subject location.

ROAD SEGMENT	Current ADT	Year 2050 ADT
IL 68, @ Penny Road	13,400	14,300
Penny Road east of IL 68	2,300	2,450

Traffic projections are developed using existing ADT data provided in the request letter and the results from the October 2022 CMAP Travel Demand Analysis. The regional travel model uses CMAP 2050 socioeconomic projections and assumes the implementation of the ON TO 2050 Comprehensive Regional Plan for the Northeastern Illinois area. The provision of this data in support of your request does not constitute a CMAP endorsement of the proposed development or any subsequent developments.

If you have any questions, please call me at (312) 386-8806.

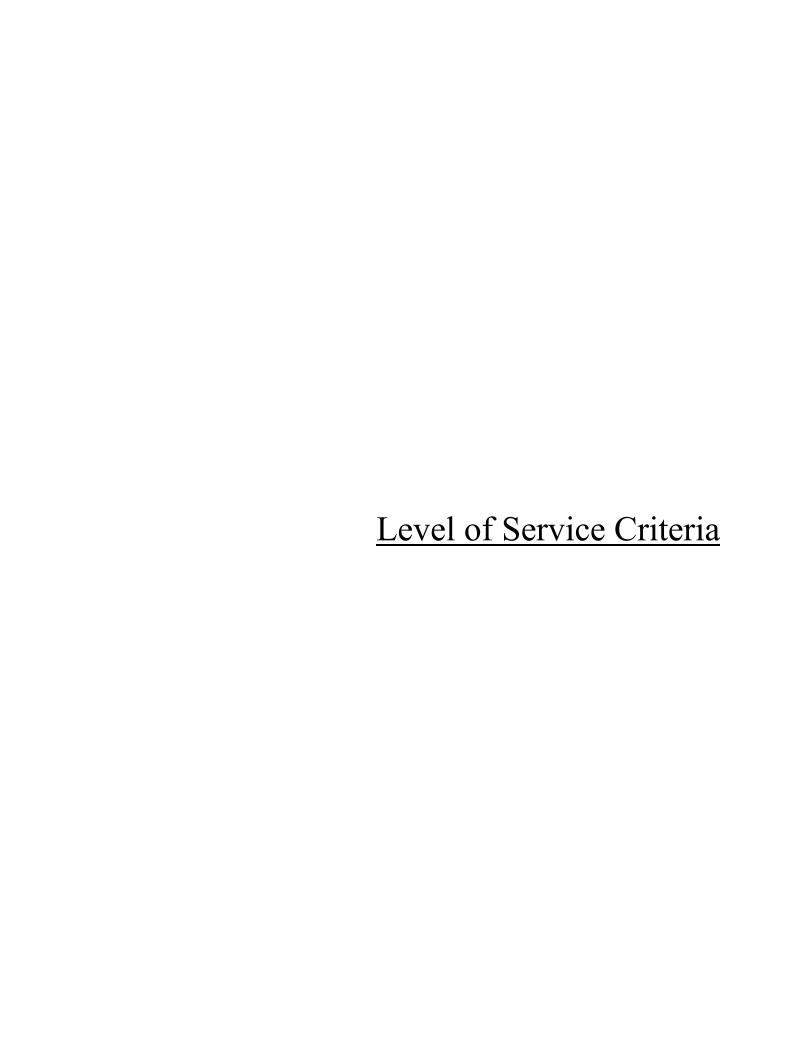
Sincerely,

Jose Rodriguez, PTP, AICP

Senior Planner, Research & Analysis

cc: Rios (IDOT)

 $2022_ForecastTraffic \\ \ EastDundee \\ \ ka-32-22 \\ \ ka-32-22.docx$



LEVEL OF SERVICE CRITERIA

LEVEL OF SE	ERVICE CRITERIA Signalized I	ntersections	
Level of Service	Interpretation		Average Control Delay (seconds per vehicle)
A	Favorable progression. Most ve green indication and travel through stopping.	chicles arrive during the	≤10
В	Good progression, with more ve Level of Service A.	hicles stopping than for	>10 - 20
С	Individual cycle failures (i.e., one are not able to depart as a result during the cycle) may begin to approximate stopping is significant, although through the intersection without stopping.	of insufficient capacity ear. Number of vehicles many vehicles still pass	>20 - 35
D	The volume-to-capacity ratio is his is ineffective or the cycle length is stop and individual cycle failures	too long. Many vehicles	>35 - 55
Е	Progression is unfavorable. The is high and the cycle length is failures are frequent.		>55 - 80
F	The volume-to-capacity ratio is very poor, and the cycle length is clear the queue.		>80.0
	Unsignalized	Intersections	
	Level of Service	Average Total Del	ay (SEC/VEH)
	A	0 -	10
	В	> 10 -	15
	С	> 15 -	25
	D	> 25 -	35
	Е	> 35 -	50
	F	> 50)
Source: Highwa	ny Capacity Manual, 2010.		

Capacity Analysis Summary Sheets
Existing Weekday Morning Peak Hour

0.6 EBT	EBR	WBL			
EBT	EBR	WRI			
	EBK	VVBI	WDT	NI\A/I	NIMD
1			WBT	NWL	NWR
CC 4	400	\	1000	7	40
664	100	9	238	22	12
664	100	9	238	22	12
					0
					Stop
					None
					-
				-	-
		-			-
					85
					8
781	118	11	280	26	14
/laior1	N	Maior2		Minor1	
					840
					-
	_	_			_
	_	4 54			6.28
	_	т.о-т			0.20
		_			_
					356
	_	000			-
	-	-			_
		-		745	-
		ene		216	356
	-				-
-	-	-	-		-
-	-	-	-	732	-
EB		WB		NW	
	11 4 11	EDT		14/5	MOT
	IWLn1	EBT	EBR	WBL	WBT
t N				000	_
t N	339	-	-	606	-
t N	339 0.118		-	0.017	-
t N	339 0.118 17	-		0.017 11	
t N	339 0.118	-	-	0.017	-
	0 Free - - - # 0 0 85 7 781 (ajor1 - - - - - - - - - -	0 0 Free Free - None None	0 0 0 Free Free Free - None 100 # 0 85 85 85 7 8 44 781 118 11 Major1 Major2 0 0 899 4.54 2.596 606 606 606 606 606 606	0 0 0 0 0 0 Free Free Free Free Free - None - None - None - 100 -	0 0 0 0 Free Free Free Stop - None - None - - 100 - 0 1 0 - - 0 0 0 85 85 85 85 85 85 7 8 44 8 4 4 781 118 11 280 26 Major1 Major2 Minor1 0 0 899 0 1142 - - 840 - - 302 - - 840 - - - 302 - - - 840 - - - 840 - - - - 840 - <

Intersection							
Int Delay, s/veh	1.9						
Movement	EBL	EBT	WBT	WBR	SBL	SBR	
Lane Configurations	T T	<u></u>	VVD1	VVDIX	JDL 1	JUIN T	
Traffic Vol, veh/h	152	526	211	42	8	38	
Future Vol, veh/h	152	526	211	42	8	38	
Conflicting Peds, #/hr	0	0_0	0	0	0	0	
Sign Control	Free	Free	Free	Free	Stop	Stop	
RT Channelized	-	None	-		-	None	
Storage Length	160	-	-	135	0	0	
Veh in Median Storage	, # -	0	0	-	1	-	
Grade, %	-	0	0	-	0	-	
Peak Hour Factor	85	85	85	85	85	85	
Heavy Vehicles, %	3	8	7	2	25	26	
Mvmt Flow	179	619	248	49	9	45	
Major/Minor N	Major1	N	Major2		Minor2		
Conflicting Flow All	297	0	-	0	1225	248	
Stage 1	-	-	-	-	248	-	
Stage 2	_	-	_	-	977	-	
Critical Hdwy	4.13	-	-	-	6.65	6.46	
Critical Hdwy Stg 1	-	-	-	-	5.65	-	
Critical Hdwy Stg 2	-	-	-	-	5.65	-	
Follow-up Hdwy	2.227	-	-	-	3.725	3.534	
Pot Cap-1 Maneuver	1259	-	-	-	177	735	
Stage 1	-	-	-	-	742	-	
Stage 2	-	-	-	-	331	-	
Platoon blocked, %		-	-	-			
Mov Cap-1 Maneuver	1259	-	-	-	152	735	
Mov Cap-2 Maneuver	-	-	-	-	258	-	
Stage 1	-	-	-	-	637	-	
Stage 2	-	-	-	-	331	-	
Approach	EB		WB		SB		
HCM Control Delay, s	1.9		0		11.8		
HCM LOS					В		
Minor Lane/Major Mvm	nt	EBL	EBT	WBT	WRR	SBLn1 S	Bl n2
Capacity (veh/h)		1259		-	-	258	735
HCM Lane V/C Ratio		0.142	_	-		0.036	
HCM Control Delay (s)		8.3	_	-	_	19.5	10.2
HCM Lane LOS		A	-	-	-	С	В
HCM 95th %tile Q(veh)		0.5	-	_	-	0.1	0.2

Intersection						
Int Delay, s/veh	0.3					
		EDD	WEL	MOT	NDI	NDD
	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	₽			ન	Y	
Traffic Vol, veh/h	109	1	0	33	1	3
Future Vol, veh/h	109	1	0	33	1	3
Conflicting Peds, #/hr	0	0	0	0	0	0
	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage,	# 0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	84	84	84	84	84	84
Heavy Vehicles, %	11	0	0	3	100	67
Mvmt Flow	130	1	0	39	1	4
Majay/Minay M	-:1		4-:0		Nin au 1	
	ajor1		//ajor2		/linor1	404
Conflicting Flow All	0	0	131	0	170	131
Stage 1	-	-	-	-	131	-
Stage 2	-	-	-	-	39	-
Critical Hdwy	-	-	4.1	-	7.4	6.87
Critical Hdwy Stg 1	-	-	-	-	6.4	-
Critical Hdwy Stg 2	-	-	-	-	6.4	-
Follow-up Hdwy	-	-	2.2	-	4.4	3.903
Pot Cap-1 Maneuver	-	-	1467	-	639	771
Stage 1	-	-	-	-	701	-
Stage 2	-	-	-	-	782	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1467	_	639	771
Mov Cap-2 Maneuver	_	_	-	-	639	-
Stage 1	_	_	_	_	701	_
Stage 2	_	_	_	_	782	_
Olago Z				_	102	_
Approach	EB		WB		NB	
HCM Control Delay, s	0		0		9.9	
HCM LOS					Α	
M:		JDL 4	EDT	EDD	WDI	WDT
Minor Lane/Major Mvmt	ľ	VBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)		733	-		1467	-
HCM Lane V/C Ratio		0.006	-	-	-	-
HCM Control Delay (s)		9.9	-	-	0	-
HCM Lane LOS		Α	-	-	Α	-
HCM 95th %tile Q(veh)		0	-	-	0	-

Intersection												
Int Delay, s/veh	0.2											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		4			4			4			4	
Traffic Vol, veh/h	1	109	2	2	34	0	0	0	0	0	0	0
Future Vol, veh/h	1	109	2	2	34	0	0	0	0	0	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage	,# -	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	84	84	84	84	84	84	84	84	84	84	84	84
Heavy Vehicles, %	0	10	100	100	3	0	0	0	0	0	0	0
Mvmt Flow	1	130	2	2	40	0	0	0	0	0	0	0
Major/Minor N	//ajor1			Major2		N	Minor1		N	/linor2		
Conflicting Flow All	40	0	0	132	0	0	177	177	131	177	178	40
Stage 1	-	-	-	-	-	-	133	133	-	44	44	-
Stage 2	-	_	_	_	-	_	44	44	-	133	134	-
Critical Hdwy	4.1	_	_	5.1	-	-	7.1	6.5	6.2	7.1	6.5	6.2
Critical Hdwy Stg 1	-	-	-	-	-	-	6.1	5.5	-	6.1	5.5	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.1	5.5	-	6.1	5.5	-
Follow-up Hdwy	2.2	-	-	3.1	-	-	3.5	4	3.3	3.5	4	3.3
Pot Cap-1 Maneuver	1583	-	-	1019	-	-	790	720	924	790	719	1037
Stage 1	-	-	-	-	-	-	875	790	-	975	862	-
Stage 2	-	-	-	-	-	-	975	862	-	875	789	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1583	-	-	1019	-	-	788	718	924	788	717	1037
Mov Cap-2 Maneuver	-	-	-	-	-	-	788	718	-	788	717	-
Stage 1	-	-	-	-	-	-	874	789	-	974	860	-
Stage 2	-	-	-	-	-	-	973	860	-	874	788	-
Approach	EB			WB			NB			SB		
HCM Control Delay, s	0.1			0.5			0			0		
HCM LOS	0.1			0.0			A			A		
TOW LOO										Α		
		IDI 4	EDI	EST	ED.5	14/51	MAT	MES	2DL 4			
Minor Lane/Major Mvm	t N	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1			
Capacity (veh/h)		-	1583	-	-	1019	-	-	-			
HCM Lane V/C Ratio			0.001	-	-	0.002	-	-	-			
HCM Control Delay (s)		0	7.3	0	-	8.5	0	-	0			
HCM Lane LOS		Α	A	Α	-	A	Α	-	Α			
HCM 95th %tile Q(veh)		-	0	-	-	0	-	-	-			

Capacity Analysis Summary Sheets
Existing Weekday Evening Peak Hour

Intersection						
Int Delay, s/veh	3.1					
Movement	EBT	EBR	WBL	WBT	NWL	NWR
Lane Configurations	ĵ.		*	↑	W	
Traffic Vol, veh/h	305	64	14	593	147	3
Future Vol, veh/h	305	64	14	593	147	3
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	_	-	100	-	0	-
Veh in Median Storage	e,# 0	-	-	0	1	-
Grade, %	0	_	_	0	0	_
Peak Hour Factor	91	91	91	91	91	91
Heavy Vehicles, %	4	2	0	3	4	0
Mvmt Flow	335	70	15	652	162	3
WWW.CT IOW	000	10	10	002	102	
		_		_		
	Major1		/lajor2		Minor1	
Conflicting Flow All	0	0	405	0	1052	370
Stage 1	-	-	-	-	370	-
Stage 2	-	-	-	-	682	-
Critical Hdwy	-	-	4.1	-	6.44	6.2
Critical Hdwy Stg 1	-	-	-	-	5.44	-
Critical Hdwy Stg 2	-	-	-	-	5.44	-
Follow-up Hdwy	-	-	2.2	-	3.536	3.3
Pot Cap-1 Maneuver	-	-	1165	-	249	680
Stage 1	-	-	-	-	694	-
Stage 2	-	-	-	-	498	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1165	-	246	680
Mov Cap-2 Maneuver	-	-	-	-	369	-
Stage 1	-	-	-	-	694	-
Stage 2	_	-	_	_	492	_
5g =						
			14/5			
Approach	EB		WB		NW	
HCM Control Delay, s	0		0.2		22.2	
HCM LOS					С	
Minor Lane/Major Mvn	nt N	IWLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)		372	-		1165	
HCM Lane V/C Ratio		0.443	_		0.013	_
HCM Control Delay (s)	\	22.2			8.1	_
HCM Lane LOS		C	_	_	Α	_
HCM 95th %tile Q(veh	\	2.2	_		0	_
HOW JOHN JOHNE Q(VEH	1	2.2			U	

Intersection							
Int Delay, s/veh	2.8						
		EBT	WDT	WDD	CDI	CDD	
Movement Lang Configurations	EBL		WBT	WBR	SBL	SBR	
Lane Configurations Traffic Vol, veh/h	ኝ 35	↑ 271	↑ 471	7 11	5	131	
Future Vol, veh/h	35	271	471	11	39	131	
Conflicting Peds, #/hr	0	0	4/1	0	0	0	
Sign Control	Free	Free	Free	Free	Stop	Stop	
RT Channelized	-	None	-		- Olop	None	
Storage Length	160	-	_	135	0	0	
Veh in Median Storage		0	0	-	1	-	
Grade, %	-	0	0	_	0	-	
Peak Hour Factor	89	89	89	89	89	89	
Heavy Vehicles, %	11	3	3	18	8	2	
Mvmt Flow	39	304	529	12	44	147	
Major/Minor I	Major1		Major2		Minor2		
	541	0	viaj012 -		911	529	
Conflicting Flow All Stage 1	541	-	-	0	529	529	
Stage 2		-	_	_	382	-	
Critical Hdwy	4.21	_		_	6.48	6.22	
Critical Hdwy Stg 1	T.Z I	_	_	<u>-</u>	5.48	0.22	
Critical Hdwy Stg 2	_	_	_	_	5.48	_	
Follow-up Hdwy	2.299	_	_	-	3.572	3.318	
Pot Cap-1 Maneuver	984	-	-	-	297	550	
Stage 1	-	-	-	-	579	-	
Stage 2	-	-	-	-	677	-	
Platoon blocked, %		-	-	-			
Mov Cap-1 Maneuver	984	-	-	-	285	550	
Mov Cap-2 Maneuver	-	-	-	-	406	-	
Stage 1	-	-	-	-	556	-	
Stage 2	-	-	-	-	677	-	
Approach	EB		WB		SB		
HCM Control Delay, s	1		0		14.1		
HCM LOS	- 1				В		
N.C. 1 (2.4.1. 2.4.		E51	ГОТ	\A/DT	MES	ODL 4.0)DI 0
Minor Lane/Major Mvm	it	EBL	EBT	WBT		SBLn1 S	
Capacity (veh/h)		984	-	-	-	406	550
HCM Lane V/C Ratio		0.04	-	-	-	0.108	
HCM Control Delay (s)		8.8	-	-	-	14.9	13.9
HCM Of the Office Office h		Α	-	-	-	В	В
HCM 95th %tile Q(veh)		0.1	-	-	-	0.4	1.1

Intersection						
Int Delay, s/veh	0					
	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	1			स	NA.	
Traffic Vol, veh/h	79	0	0	149	0	0
Future Vol, veh/h	79	0	0	149	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0
	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	_	-	_	-	0	-
Veh in Median Storage, #	# 0	_	_	0	0	_
Grade, %	0	_	_	0	0	_
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	1	0	0	2	0	0
Mymt Flow	86	0	0	162	0	0
IVIVIIIL FIOW	00	U	U	102	U	U
Major/Minor Ma	ajor1	N	Major2	N	/linor1	
Conflicting Flow All	0	0	86	0	248	86
Stage 1	_	_	-	_	86	-
Stage 2	_	_	_	_	162	_
Critical Hdwy	_	_	4.1	_	6.4	6.2
Critical Hdwy Stg 1	_	_	-	<u>-</u>	5.4	0.2
, ,		_			5.4	
Critical Hdwy Stg 2	-	-	-	-		-
Follow-up Hdwy	-	-	2.2	-	3.5	3.3
Pot Cap-1 Maneuver	-	-	1523	-	745	978
Stage 1	-	-	-	-	942	-
Stage 2	-	-	-	-	872	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1523	-	745	978
Mov Cap-2 Maneuver	-	-	-	-	745	-
Stage 1	_	-	_	-	942	-
Stage 2	-	_	_	_	872	_
otago 2					0.2	
Approach	EB		WB		NB	
HCM Control Delay, s	EB 0		WB 0		NB 0	
HCM Control Delay, s					0	
HCM Control Delay, s HCM LOS	0	UDI n4	0	EDD	0 A	WDT
HCM Control Delay, s HCM LOS Minor Lane/Major Mvmt	0	NBLn1		EBR	0 A WBL	WBT
HCM Control Delay, s HCM LOS Minor Lane/Major Mvmt Capacity (veh/h)	0	NBLn1 -	0	-	0 A WBL 1523	-
HCM Control Delay, s HCM LOS Minor Lane/Major Mvmt Capacity (veh/h) HCM Lane V/C Ratio	0	-	0	EBR - -	0 A WBL 1523	WBT - -
HCM Control Delay, s HCM LOS Minor Lane/Major Mvmt Capacity (veh/h) HCM Lane V/C Ratio HCM Control Delay (s)	0	- - 0	0 EBT	-	0 A WBL 1523	-
HCM Control Delay, s HCM LOS Minor Lane/Major Mvmt Capacity (veh/h) HCM Lane V/C Ratio	0	-	0 EBT -	-	0 A WBL 1523	-

Movement	Intersection												
Movement	Int Delay, s/veh	0											
Canal Configurations	Movement	FRI	FRT	FRR	WRI	WRT	WRR	NRI	NRT	NRR	SRI	SRT	SBR
Traffic Vol, veh/h		LDL		LDIX	VVDL		WDIX	NDL		NDIN	ODL		ODIT
Future Vol, veh/h Conflicting Peds, #/hr O O O O O O O O O O O O O O O O O O O		٥		٥	0		Λ	٥		0	Λ		Λ
Conflicting Peds, #/hr	· · · · · · · · · · · · · · · · · · ·												
Sign Control Free Free													
RT Channelized													
Storage Length											•		
Veh in Median Storage, # - 0		_	_	-	_	_			_	-		_	-
Grade, % - 0 0 0 0 0 - 0 0 - 0 0 - 0 0 - 0 - 0 0 - 0 0 0 - 0 0 0 - 0	<u> </u>	# -	0	_	_	0	_	_	0	_	_	0	_
Peak Hour Factor 94		,		_	_		_	_		_	_		_
Heavy Vehicles, %		94		94	94		94	94		94			94
Mymt Flow 0 83 0 0 161 0 <t< td=""><td></td><td>-</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></t<>		-											
Major/Minor Major1 Major2 Minor1 Minor2													
Conflicting Flow All 161 0 0 83 0 0 244 244 83 244 244 161 Stage 1 83 83 - 161 161 - Stage 2 161 161 - 83 83 - Critical Hdwy 4.1 4.1 7.1 6.5 6.2 7.1 6.5 6.2 Critical Hdwy Stg 1 6.1 5.5 - 6.1 5.5 - Critical Hdwy Stg 2 6.1 5.5 - 6.1 5.5 - Critical Hdwy Stg 2 6.1 5.5 - 6.1 5.5 - Critical Hdwy Stg 2 7.1 6.1 5.5 - 6.1 5.5 - Critical Hdwy Stg 2 7.1 6.1 5.5 - 6.1 5.5 - Critical Hdwy Stg 2 7.1 6.1 5.5 - 6.1 5.5 - Critical Hdwy Stg 2 7.1 6.1 5.5 - 6.1 5.5 - Critical Hdwy Stg 2 7.1 6.1 5.5 - 6.1 5.5 - Critical Hdwy Stg 2 7.1 6.1 5.5 - 6.1 5.5 - Critical Hdwy Stg 2 7.1 6.1 5.5 - 6.1 5.5 - Critical Hdwy Stg 2 7.1 6.1 5.5 - 6.1 5.5 - Critical Hdwy Stg 2 7.1 6.1 5.5 - 6.1 5.5 - Critical Hdwy Stg 2 7.1 6.1 5.5 - 6.1 5.5 - Critical Hdwy Stg 2 7.1 6.1 5.5 - 6.1 5.5 - Critical Hdwy Stg 2 7.1 6.1 5.5 - 6.1 5.5 - Critical Hdwy Stg 2 7.1 6.5 6.2 7.1 6.5 6.2 The Manual Hdwy Stg 2 7.1 6.1 5.5 - 6.1 5.5 - Critical Hdwy Stg 2 7.1 6.5 6.2 7.1 6.5 6.2 The Manual Hdwy Stg 2 7.1 6.1 5.5 - 6.1 5.5 - Critical Hdwy Stg 2 7.1 6.1 5.5 - 6.1 5.5 - Critical Hdwy Stg 2 7.1 6.1 5.5 - 6.1 5.5 - Critical Hdwy Stg 2 7.1 6.1 5.5 - 6.1 5.5 - Critical Hdwy Stg 2 7.1 6.1 5.5 - 6.1 5.5 - Critical Hdwy Stg 2 7.1 6.1 5.5 - 6.1 5.5 - Critical Hdwy Stg 2 7.1 6.1 5.5 - 6.1 5.5 - Critical Hdwy Stg 2 7.1 6.1 5.5 - 6.1 5.5 - Critical Hdwy Stg 2 7.1 6.1 5.5 - 6.1 5.5 - 6.1 5.5 - Critical Hdwy Stg 2 7.1 6.1 5.5 - 6.1 5.5 - 6.1 5.5 - 6.1 5.5 - Critical Hdwy Stg 2 7.1 6.1 5.5 6.1 5.5 - 6.1 5.5 - 6.1 5.5 - 6.1 5.5 - 6.1 5.5 - 6.1 5.5 - 6.1 5.5 - 6.1 5.5 - 6.1 5.5 - 6.1 5.5 - 6.1 5.5 - 6.1 5.5 - 6.1 5.5 - 6.1 5.5 - 6.1 5.5 - 6.1 5.5 - 6		•			*		•		•				•
Conflicting Flow All 161 0 0 83 0 0 244 244 83 244 244 161 Stage 1 83 83 - 161 161 - Stage 2 161 161 - 83 83 - Critical Hdwy 4.1 4.1 7.1 6.5 6.2 7.1 6.5 6.2 Critical Hdwy Stg 1 6.1 5.5 - 6.1 5.5 - Critical Hdwy Stg 2 6.1 5.5 - 6.1 5.5 - Critical Hdwy Stg 2 6.1 5.5 - 6.1 5.5 - Critical Hdwy Stg 2 7.1 6.1 5.5 - 6.1 5.5 - Critical Hdwy Stg 2 7.1 6.1 5.5 - 6.1 5.5 - Critical Hdwy Stg 2 7.1 6.1 5.5 - 6.1 5.5 - Critical Hdwy Stg 2 7.1 6.1 5.5 - 6.1 5.5 - Critical Hdwy Stg 2 7.1 6.1 5.5 - 6.1 5.5 - Critical Hdwy Stg 2 7.1 6.1 5.5 - 6.1 5.5 - Critical Hdwy Stg 2 7.1 6.1 5.5 - 6.1 5.5 - Critical Hdwy Stg 2 7.1 6.1 5.5 - 6.1 5.5 - Critical Hdwy Stg 2 7.1 6.1 5.5 - 6.1 5.5 - Critical Hdwy Stg 2 7.1 6.1 5.5 - 6.1 5.5 - Critical Hdwy Stg 2 7.1 6.1 5.5 - 6.1 5.5 - Critical Hdwy Stg 2 7.1 6.1 5.5 - 6.1 5.5 - Critical Hdwy Stg 2 7.1 6.5 6.2 7.1 6.5 6.2 The Manual Hdwy Stg 2 7.1 6.1 5.5 - 6.1 5.5 - Critical Hdwy Stg 2 7.1 6.5 6.2 7.1 6.5 6.2 The Manual Hdwy Stg 2 7.1 6.1 5.5 - 6.1 5.5 - Critical Hdwy Stg 2 7.1 6.1 5.5 - 6.1 5.5 - Critical Hdwy Stg 2 7.1 6.1 5.5 - 6.1 5.5 - Critical Hdwy Stg 2 7.1 6.1 5.5 - 6.1 5.5 - Critical Hdwy Stg 2 7.1 6.1 5.5 - 6.1 5.5 - Critical Hdwy Stg 2 7.1 6.1 5.5 - 6.1 5.5 - Critical Hdwy Stg 2 7.1 6.1 5.5 - 6.1 5.5 - Critical Hdwy Stg 2 7.1 6.1 5.5 - 6.1 5.5 - Critical Hdwy Stg 2 7.1 6.1 5.5 - 6.1 5.5 - 6.1 5.5 - Critical Hdwy Stg 2 7.1 6.1 5.5 - 6.1 5.5 - 6.1 5.5 - 6.1 5.5 - Critical Hdwy Stg 2 7.1 6.1 5.5 6.1 5.5 - 6.1 5.5 - 6.1 5.5 - 6.1 5.5 - 6.1 5.5 - 6.1 5.5 - 6.1 5.5 - 6.1 5.5 - 6.1 5.5 - 6.1 5.5 - 6.1 5.5 - 6.1 5.5 - 6.1 5.5 - 6.1 5.5 - 6.1 5.5 - 6.1 5.5 - 6	Major/Minor N	laior1		ı	Major?		ı	Minor1		N	linor?		
Stage 1			0			0			244			244	101
Stage 2													
Critical Hdwy 4.1 - - 4.1 - - 7.1 6.5 6.2 7.1 6.5 6.2 Critical Hdwy Stg 1 - - - - - 6.1 5.5 - 6.1 8.8 Potago Part Maneuver 1430 - 1527 - 714 661 989 714 661 889 Mov Cap	ŭ												
Critical Hdwy Stg 1 6.1 5.5 - 6.1 5.5 - Critical Hdwy Stg 2 6.1 5.5 - 6.1 5.5 - Critical Hdwy Stg 2 6.1 5.5 - 6.1 5.5 - Endlow-up Hdwy 2.2 2.2 3.5 4 3.3 3.5 4 3.3 Pot Cap-1 Maneuver 1430 1527 714 661 982 714 661 889 Stage 1 930 830 - 846 769 - Stage 2 846 769 - 930 830 - Endlowed Platoon blocked, % 846 769 - 930 830 - Endlowed Platoon blocked, %													
Critical Hdwy Stg 2 - - - - 6.1 5.5 - 6.1 5.5 - Follow-up Hdwy 2.2 - - 2.2 - - 3.5 4 3.3 3.5 4 3.3 Pot Cap-1 Maneuver 1430 - - 1527 - - 714 661 889 Stage 2 - - - - - 846 769 - 930 830 - 846 769 - Stage 2 - <td< td=""><td>•</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></td<>	•												
Follow-up Hdwy 2.2 2.2 3.5 4 3.3 3.5 4 3.3 Pot Cap-1 Maneuver 1430 1527 714 661 982 714 661 889 Stage 1 930 830 - 846 769 - Stage 2 846 769 - 930 830 -	, ,			-									
Pot Cap-1 Maneuver 1430 - 1527 - 714 661 982 714 661 889 Stage 1 930 830 - 846 769 - Stage 2 846 769 - 930 830 - 846 769 - Platoon blocked, % 846 769 - 930 830 - 930 830 -				-									
Stage 1				-									
Stage 2 - - - - 846 769 - 930 830 - Platoon blocked, % - <t< td=""><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></t<>				-									
Platoon blocked, % -			-	-	-								
Mov Cap-1 Maneuver 1430 - - 1527 - - 714 661 982 714 661 - 889 Mov Cap-2 Maneuver - - - - - - 714 661 - 714 661 - - - 714 661 - 714 661 - <t< td=""><td></td><td>-</td><td>-</td><td>-</td><td>-</td><td></td><td></td><td>040</td><td>109</td><td>-</td><td>330</td><td>030</td><td>-</td></t<>		-	-	-	-			040	109	-	330	030	-
Mov Cap-2 Maneuver - - - - 714 661 - 714 661 - Stage 1 - - - - - 930 830 - 846 769 - Stage 2 - - - - - - 846 769 - 930 830 - Approach EB WB NB NB SB HCM Control Delay, s 0 0 0 0 0 0 0 0 0 0 0 0 0 0 A		1/130		-	1527			71/	661	082	71/	661	220
Stage 1 - - - - 930 830 - 846 769 - Stage 2 - - - - - 846 769 - 930 830 - Approach EB WB NB NB SB HCM Control Delay, s 0 0 0 0 0 HCM Lane/Major Mvmt NBLn1 EBL EBT EBR WBL WBT WBR SBLn1 Capacity (veh/h) - 1430 - - 1527 - - HCM Lane V/C Ratio - - - - - - - - HCM Control Delay (s) 0 0 - - 0 - - 0 HCM Lane LOS A A - - A - - A	•												
Stage 2 - - - - 846 769 - 930 830 - Approach EB WB NB SB HCM Control Delay, s 0 0 0 0 HCM LOS A A A A Minor Lane/Major Mvmt NBLn1 EBL EBT EBR WBL WBT WBR SBLn1 Capacity (veh/h) - 1430 - 1527			-	-	<u>-</u>	-							
Approach EB WB NB SB HCM Control Delay, s 0 0 0 0 HCM LOS A A A Minor Lane/Major Mvmt NBLn1 EBL EBT EBR WBL WBT WBR SBLn1 Capacity (veh/h) - 1430 1527 - HCM Lane V/C Ratio HCM Control Delay (s) 0 0 0 HCM Lane LOS A A A A	•		_		_	_	_						
HCM Control Delay, s	Olaye Z	-	-	-	-	-	-	040	109	_	900	000	-
HCM Control Delay, s	A	ED			WD			ND			00		
Minor Lane/Major Mvmt NBLn1 EBL EBR WBL WBT WBR SBLn1 Capacity (veh/h) - 1430 - 1527 - HCM Lane V/C Ratio HCM Control Delay (s) 0 0 0 0 HCM Lane LOS A A A A													
Minor Lane/Major Mvmt NBLn1 EBL EBT EBR WBL WBT WBR SBLn1 Capacity (veh/h) - 1430 1527 HCM Lane V/C Ratio HCM Control Delay (s) 0 0 0 - 0 HCM Lane LOS A A A - A	3 ·	Ü			Ü								
Capacity (veh/h) - 1430 - 1527 - HCM Lane V/C Ratio HCM Control Delay (s) 0 0 0 0 HCM Lane LOS A A A A	HCM LOS							А			А		
Capacity (veh/h) - 1430 - 1527 - HCM Lane V/C Ratio HCM Control Delay (s) 0 0 0 0 HCM Lane LOS A A A A													
HCM Lane V/C Ratio HCM Control Delay (s) 0 0 0 0 HCM Lane LOS A A A A		t 1	NBLn1		EBT	EBR		WBT	WBR S	SBLn1			
HCM Control Delay (s) 0 0 - - 0 - - 0 HCM Lane LOS A A - - A - - A	Capacity (veh/h)		-	1430	-	-	1527	-	-	-			
HCM Lane LOS A A A A					-	-		-	-				
					-	-		-	-				
HCM 95th %tile Q(veh) - 0 0			Α		-	-		-	-	Α			
	HCM 95th %tile Q(veh)		-	0	-	-	0	-	-	-			

<u>Capacity Analysis Summary Sheets</u> Year 2028 No-Build Weekday Morning Peak Hour

Intersection						
Int Delay, s/veh	0.6					
Movement	EBT	EBR	WBL	WBT	NWL	NWR
Lane Configurations	1>		ሻ	↑	W	
Traffic Vol., veh/h	671	101	9	240	22	12
Future Vol, veh/h	671	101	9	240	22	12
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	_	-	100	-	0	-
Veh in Median Storage,	# 0	_	-	0	1	_
Grade, %	0	_	_	0	0	_
Peak Hour Factor	85	85	85	85	85	85
Heavy Vehicles, %	7	8	44	8	4	8
Mvmt Flow	789	119	11	282	26	14
minici ion	, 00	110				• •
	/lajor1		Major2		Minor1	
Conflicting Flow All	0	0	908	0	1153	849
Stage 1	-	-	-	-	849	-
Stage 2	-	-	-	-	304	-
Critical Hdwy	-	-	4.54	-	6.44	6.28
Critical Hdwy Stg 1	-	-	-	-	5.44	-
Critical Hdwy Stg 2	-	-	-	-	5.44	-
Follow-up Hdwy	-	-	2.596	-	3.536	3.372
Pot Cap-1 Maneuver	-	-	601	-	216	352
Stage 1	-	-	-	-	416	-
Stage 2	-	-	-	-	744	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	601	-	212	352
Mov Cap-2 Maneuver	-	-	-	-	327	-
Stage 1	-	-	-	-	416	-
Stage 2	-	_	_	-	731	-
			1.45		N.11.	
Approach	EB		WB		NW	
HCM Control Delay, s	0		0.4		17.2	
HCM LOS					С	
Minor Lane/Major Mvmt	l N	IWLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)		335			601	-
HCM Lane V/C Ratio		0.119	_		0.018	<u>-</u>
HCM Control Delay (s)		17.2	_	_	11.1	
HCM Lane LOS		C	_	_	В	<u>-</u>
HCM 95th %tile Q(veh)		0.4	_	_	0.1	_
How Jour Joure Q(Veri)		U. T			0.1	

Intersection							
Int Delay, s/veh	1.9						
Movement	EBL	EBT	WBT	WBR	SBL	SBR	
Lane Configurations	EBL	EBT	\ ↑	WBR	SBL	SBR	
Traffic Vol, veh/h	152	T 531	T 213	1 42	" 8	38	
Future Vol, veh/h	152	531	213	42	8	38	
Conflicting Peds, #/hr		0	0	0	0	0	
Sign Control	Free	Free	Free	Free	Stop	Stop	
RT Channelized	-		-		- -	None	
Storage Length	160	-	-	135	0	0	
Veh in Median Storag		0	0	-	1	-	
Grade, %	-	0	0	-	0	-	
Peak Hour Factor	85	85	85	85	85	85	
Heavy Vehicles, %	3	8	7	2	25	26	
Mvmt Flow	179	625	251	49	9	45	
Major/Minor	Major1	N	Major2		Minor2		
Conflicting Flow All	300	0	- viajuiz	0	1234	251	
Stage 1	300	-	-	-	251	201	
Stage 2	_	_	_	_	983	_	
Critical Hdwy	4.13	_	_	_	6.65	6.46	
Critical Hdwy Stg 1	-	_	_	_	5.65	-	
Critical Hdwy Stg 2	_	_	_	_	5.65	_	
Follow-up Hdwy	2.227	-	-	_	3.725	3.534	
Pot Cap-1 Maneuver	1255	-	_	_	175	733	
Stage 1	-	-	-	-	740	-	
Stage 2	-	-	-	-	329	-	
Platoon blocked, %		-	-	-			
Mov Cap-1 Maneuver	1255	-	-	-	150	733	
Mov Cap-2 Maneuver		-	-	-	256	-	
Stage 1	-	-	-	-	634	-	
Stage 2	-	-	-	-	329	-	
Approach	EB		WB		SB		
HCM Control Delay, s			0		11.8		
HCM LOS) I.J		U		В		
TIOWI EOO							
				MOT	14/55	0DL 4.4	201 0
Minor Lane/Major Mv	<u>mt</u>	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)		1255	-	-	-	256	733
HCM Lane V/C Ratio		0.142	-	-		0.037	
HCM Control Delay (s	S)	8.3	-	-	-	19.6	10.2
HCM Lane LOS	h)	A	-	-	-	C	В
HCM 95th %tile Q(vel	n)	0.5	-	-	-	0.1	0.2

Intersection						
Int Delay, s/veh	0.3					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	1			ની	N. A.	
Traffic Vol, veh/h	110	1	0	33	1	3
Future Vol, veh/h	110	1	0	33	1	3
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage,	# 0	-	-	0	0	-
Grade, %	0	-	_	0	0	-
Peak Hour Factor	84	84	84	84	84	84
Heavy Vehicles, %	11	0	0	3	100	67
Mvmt Flow	131	1	0	39	1	4
WWITE I IOW	101		U	00		7
Major/Minor M	ajor1	N	/lajor2	N	/linor1	
Conflicting Flow All	0	0	132	0	171	132
Stage 1	-	-	-	_	132	-
Stage 2	_	-	_	-	39	-
Critical Hdwy	_	_	4.1	_	7.4	6.87
Critical Hdwy Stg 1	_	_		_	6.4	-
Critical Hdwy Stg 2	_	_	_	_	6.4	_
Follow-up Hdwy	_	_	2.2	_		3.903
Pot Cap-1 Maneuver	_		1466		638	770
Stage 1	_	_	-	<u>-</u>	701	-
		-			782	
Stage 2	-	-	-	-	102	-
Platoon blocked, %	-	-	4.400	-	000	
Mov Cap-1 Maneuver	-	-	1466	-	638	770
Mov Cap-2 Maneuver	-	-	-	-	638	-
Stage 1	-	-	-	-	701	-
Stage 2	-	-	-	-	782	-
Approach	EB		WB		NB	
HCM Control Delay, s	0		0		10	
HCM LOS	U		U		В	
HOW LOS					D	
Minor Lane/Major Mvmt	1	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)		732	-	_	1466	
HCM Lane V/C Ratio		0.007	_	_	-	_
HCM Control Delay (s)		10		_	0	_
HCM Lane LOS		В			A	
		0	-	-		-
HCM 95th %tile Q(veh)		U	-	-	0	-

L. C												
Intersection	0.0											
Int Delay, s/veh	0.2											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		4			4			4			4	
Traffic Vol, veh/h	1	110	2	2	34	0	0	0	0	0	0	0
Future Vol, veh/h	1	110	2	2	34	0	0	0	0	0	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage,	# -	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	84	84	84	84	84	84	84	84	84	84	84	84
Heavy Vehicles, %	0	10	100	100	3	0	0	0	0	0	0	0
Mvmt Flow	1	131	2	2	40	0	0	0	0	0	0	0
Major/Minor N	lajor1			Major2		_ N	/linor1		N	/linor2		
Conflicting Flow All	40	0	0	133	0	0	178	178	132	178	179	40
Stage 1	-	-	-	-	-	-	134	134	-	44	44	-
Stage 2		_	_		_	-	44	44	-	134	135	_
Critical Hdwy	4.1	_		5.1	_	_	7.1	6.5	6.2	7.1	6.5	6.2
Critical Hdwy Stg 1		_	_	-	_	_	6.1	5.5	- 0.2	6.1	5.5	- 0.2
Critical Hdwy Stg 2	_	_	_	_	_	_	6.1	5.5	_	6.1	5.5	_
Follow-up Hdwy	2.2	<u>-</u>	_	3.1	_	_	3.5	4	3.3	3.5	4	3.3
Pot Cap-1 Maneuver	1583	_	_	1018	_	_	789	719	923	789	718	1037
Stage 1	-	_	_	-	_	_	874	789	-	975	862	-
Stage 2	_	_	_	_	_	_	975	862	_	874	789	_
Platoon blocked, %		_	_		_	_	010	302		011	. 00	
Mov Cap-1 Maneuver	1583	-	-	1018	-	-	787	717	923	787	716	1037
Mov Cap-2 Maneuver	-	_	_	-	_	_	787	717	-	787	716	-
Stage 1	-	-	-	-	-	-	873	788	-	974	860	-
Stage 2	_	_	_	_	_	-	973	860	-	873	788	_
Annroach	EB			WB			NB			SB		
Approach										0		
HCM Control Delay, s	0.1			0.5			0					
HCM LOS							Α			Α		
Minor Lane/Major Mvmt	<u> </u>	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR S	SBLn1			
Capacity (veh/h)		-	1583	-	-	1018	-	-	-			
HCM Lane V/C Ratio		-	0.001	-	-	0.002	-	-	-			
HCM Control Delay (s)		0	7.3	0	-	8.5	0	-	0			
HCM Lane LOS		Α	Α	Α	-	Α	Α	-	Α			
HCM 95th %tile Q(veh)		-	0	-	-	0	-	-	-			

<u>Capacity Analysis Summary Sheets</u> Year 2028 No-Build Weekday Evening Peak Hour

Intersection						
Int Delay, s/veh	3.1					
Movement	EBT	EBR	WBL	WBT	NWL	NWR
Lane Configurations	1		*	↑	Y	
Traffic Vol, veh/h	308	65	14	599	148	3
Future Vol, veh/h	308	65	14	599	148	3
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	100	-	0	-
Veh in Median Storage,	# 0	_	-	0	1	-
Grade, %	0	_	-	0	0	_
Peak Hour Factor	91	91	91	91	91	91
Heavy Vehicles, %	4	2	0	3	4	0
Mymt Flow	338	71	15	658	163	3
IVIVIII(I IOW	000	, ,	10	000	100	0
Major/Minor M	lajor1	N	/lajor2	I	Minor1	
Conflicting Flow All	0	0	409	0	1062	374
Stage 1	-	-	-	_	374	-
Stage 2	_	_	-	_	688	_
Critical Hdwy	_	_	4.1	_	6.44	6.2
Critical Hdwy Stg 1	_	_	-	_	5.44	-
Critical Hdwy Stg 2	_	_	_	_	5.44	_
Follow-up Hdwy	_	_	2.2		3.536	3.3
Pot Cap-1 Maneuver	_		1161	_	245	677
	_	_		_	691	- 011
Stage 1	-	-	-		495	
Stage 2	-	-	-	-	495	-
Platoon blocked, %	-	-		-	0.10	
Mov Cap-1 Maneuver	-	-	1161	-	242	677
Mov Cap-2 Maneuver	-	-	-	-	366	-
Stage 1	-	-	-	-	691	-
Stage 2	-	-	-	-	489	-
Approach	EB		WB		NW	
HCM Control Delay, s	0		0.2		22.5	
HCM LOS	U		0.2		C	
TIOW LOO					U	
Minor Lane/Major Mvmt	N	IWLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)		369	-	-	1161	-
HCM Lane V/C Ratio		0.45	-	_	0.013	-
HCM Control Delay (s)		22.5	_	_	8.1	-
HCM Lane LOS		C	-	-	A	_
HCM 95th %tile Q(veh)		2.3	_	_	0	-
TOW JOHN JOHN Q(VEII)		2.0			U	

Intersection							
Int Delay, s/veh	2.8						
		EDT	WDT	WDD	CDI	CDD	
Movement	EBL	EBT	WBT	WBR	SBL	SBR	
Lane Configurations Traffic Vol, veh/h	5	↑ 274	↑ 476	7 11	<u>ኝ</u> 39	131	
Future Vol, veh/h	35	274	476	11	39	131	
Conflicting Peds, #/hr	0	0	0	0	0	0	
Sign Control	Free	Free	Free	Free	Stop	Stop	
RT Channelized	-	None	-		- Olop	None	
Storage Length	160	-	_	135	0	0	
Veh in Median Storage		0	0	-	1	-	
Grade, %	- -	0	0	_	0	_	
Peak Hour Factor	89	89	89	89	89	89	
Heavy Vehicles, %	11	3	3	18	8	2	
Mvmt Flow	39	308	535	12	44	147	
Major/Miner	Maiar1		/lois=0		Miner		
	Major1		Major2		Minor2	F0F	
Conflicting Flow All	547	0	-	0	921	535	
Stage 1	-	-	-	-	535	-	
Stage 2	4.21	-	-	-	386	6.22	
Critical Hdwy	4.21	-	-	-	6.48 5.48	0.22	
Critical Hdwy Stg 1	-	-	-	-	5.48	-	
Critical Hdwy Stg 2	2.299	-	-	-	3.572		
Follow-up Hdwy Pot Cap-1 Maneuver	979	-	-	-	293	545	
Stage 1	919	-	-	-	575	545	
Stage 2	-	-	-	-	674	-	
Platoon blocked, %	-	-	-	-	0/4	-	
Mov Cap-1 Maneuver	979	<u>-</u>	-	-	281	545	
Mov Cap-1 Maneuver	-	-			403	J 4 J	
Stage 1	-	<u>-</u>	-	_	552	-	
Stage 2	_		_		674	_	
Olaye 2	_	_			014	_	
Approach	EB		WB		SB		
HCM Control Delay, s	1		0		14.2		
HCM LOS					В		
Minor Lane/Major Mvn	nt	EBL	EBT	WBT	WBR	SBLn1 S	BLn2
Capacity (veh/h)		979			-	403	545
HCM Lane V/C Ratio		0.04	_	_		0.109	0.27
HCM Control Delay (s		8.8	_	-	-	15	14
HCM Lane LOS		A	-	-	-	С	В
HCM 95th %tile Q(veh)	0.1	-	-	-	0.4	1.1
	1	7.1				J . 1	

Intersection						
	0					
Int Delay, s/veh						
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	1			र्स	M	
Traffic Vol, veh/h	80	0	0	150	0	0
Future Vol, veh/h	80	0	0	150	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0
	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	_	-	_	-	0	-
Veh in Median Storage,		_	_	0	0	_
Grade, %	0	_	_	0	0	_
Peak Hour Factor	92	92	92	92	92	92
				92		
Heavy Vehicles, %	1	0	0		0	0
Mvmt Flow	87	0	0	163	0	0
Major/Minor M	ajor1	N	Major2	N	/linor1	
Conflicting Flow All	0	0	87	0	250	87
Stage 1	-	-	-	-	87	-
Stage 2	_	_	_	_	163	_
		-	4.1			6.2
Critical Hdwy	-	-		-	6.4	
Critical Hdwy Stg 1	-	-	-	-	5.4	-
Critical Hdwy Stg 2	-	-	-	-	5.4	-
Follow-up Hdwy	-	-	2.2	-	3.5	3.3
Pot Cap-1 Maneuver	-	-	1522	-	743	977
Stage 1	-	-	-	-	941	-
Stage 2	-	-	-	-	871	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	_	1522	_	743	977
Mov Cap-2 Maneuver	_	_	-	_	743	-
Stage 1	_		_		941	_
•	_			_	871	_
Stage 2	-	-	-	-	0/1	-
Approach	EB		WB		NB	
HCM Control Delay, s	0		0		0	
HCM LOS					A	
Minor Lane/Major Mvmt	١	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)		-	-	-	1522	-
HCM Lane V/C Ratio		-	-	-	-	-
HCM Control Delay (s)		0	-	-	0	-
HCM Lane LOS		A	-	_	A	-
HCM 95th %tile Q(veh)		-	-	_	0	-
		_	_	_	U	_

Intersection												
Int Delay, s/veh	0											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		4			4			4			4	
Traffic Vol, veh/h	0	78	0	0	153	0	0	0	0	0	0	0
Future Vol, veh/h	0	78	0	0	153	0	0	0	0	0	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage,	,# -	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	94	94	94	94	94	94	94	94	94	94	94	94
Heavy Vehicles, %	0	1	0	0	2	0	0	0	0	0	0	0
Mvmt Flow	0	83	0	0	163	0	0	0	0	0	0	0
Major/Minor	Nois-1			/oicr0			line 1			line TO		
	//ajor1			Major2			Minor1	0.40		/linor2	0.10	400
Conflicting Flow All	163	0	0	83	0	0	246	246	83	246	246	163
Stage 1	-	-	-	-	-	-	83	83	-	163	163	-
Stage 2	-	-	-	-	-	-	163	163	-	83	83	-
Critical Hdwy	4.1	-	-	4.1	-	-	7.1	6.5	6.2	7.1	6.5	6.2
Critical Hdwy Stg 1	-	-	-	-	-	-	6.1	5.5	-	6.1	5.5	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.1	5.5	-	6.1	5.5	-
Follow-up Hdwy	2.2	-	-	2.2	-	-	3.5	4	3.3	3.5	4	3.3
Pot Cap-1 Maneuver	1428	-	-	1527	-	-	712	660	982	712	660	887
Stage 1	_	-	-	-	-	-	930	830	-	844	767	-
Stage 2	-	-	-	-	-	-	844	767	-	930	830	-
Platoon blocked, %	1 1 2 2	-	-	4===	-	-		000	000		000	00-
Mov Cap-1 Maneuver	1428	-	-	1527	-	-	712	660	982	712	660	887
Mov Cap-2 Maneuver	-	-	-	-	-	-	712	660	-	712	660	-
Stage 1	-	-	-	-	-	-	930	830	-	844	767	-
Stage 2	-	-	-	-	-	-	844	767	-	930	830	-
Approach	EB			WB			NB			SB		
HCM Control Delay, s	0			0			0			0		
HCM LOS	U			U			A			A		
TIOWI LOO							Λ.			Α.		
Minor Lane/Major Mvm	t I	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR S	SBLn1			
Capacity (veh/h)		-	1428	-	-	1527	-	-	-			
HCM Lane V/C Ratio		-	-	-	-	-	-	-	-			
HCM Control Delay (s)		0	0	-	-	0	-	-	0			
HCM Lane LOS		Α	Α	-	-	Α	-	-	Α			
HCM 95th %tile Q(veh)		-	0	-	-	0	-	-	-			

<u>Capacity Analysis Summary Sheets</u> Year 2028 Total Projected Weekday Morning Peak Hour

	٠	→	*	•	+	•	1	†	~	/	Ţ	4
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	*	^	7	×	^	7	×	†	7	7	13	
Traffic Volume (vph)	152	546	119	78	213	42	39	Ö	37	8	0	38
Future Volume (vph)	152	546	119	78	213	42	39	0	37	8	0	38
Ideal Flow (vphpl)	1900	2000	1900	1900	2000	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			0%			0%			0%	
Storage Length (ft)	160		160	150		150	120		120	0		0
Storage Lanes	1		1	1		1	1		1	1		0
Taper Length (ft)	170			170			160			25		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped Bike Factor												
Frt			0.850			0.850			0.850		0.850	
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	1752	1852	1553	1612	1869	1583	1597	1863	1324	1444	1282	0
Flt Permitted	0.602			0.396			0.493			0.757		
Satd. Flow (perm)	1110	1852	1553	672	1869	1583	829	1863	1324	1151	1282	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			114			82			494		732	
Link Speed (mph)		45			45			30			25	
Link Distance (ft)		532			716			457			520	
Travel Time (s)		8.1			10.8			10.4			14.2	
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)												
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	3%	8%	4%	12%	7%	2%	13%	2%	22%	25%	2%	26%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)												
Lane Group Flow (vph)	160	575	125	82	224	44	41	0	39	8	40	0
Turn Type	pm+pt	NA	Perm	pm+pt	NA	Perm	pm+pt		Perm	pm+pt	NA	
Protected Phases	5	2		1	6		7	4		3	8	
Permitted Phases	2		2	6		6	4		4	8		
Detector Phase	5	2	2	1	6	6	7	4	4	3	8	
Switch Phase												
Minimum Initial (s)	3.0	8.0	8.0	3.0	8.0	8.0	3.0	5.0	5.0	3.0	5.0	
Minimum Split (s)	9.5	24.0	24.0	9.5	24.0	24.0	9.5	15.0	15.0	9.5	15.0	
Total Split (s)	15.0	75.0	75.0	15.0	75.0	75.0	15.0	15.0	15.0	15.0	15.0	
Total Split (%)	12.5%	62.5%	62.5%	12.5%	62.5%	62.5%	12.5%	12.5%	12.5%	12.5%	12.5%	
Yellow Time (s)	3.0	4.0	4.0	3.0	4.0	4.0	3.0	4.0	4.0	3.0	4.0	
All-Red Time (s)	0.0	2.0	2.0	0.0	2.0	2.0	0.0	2.0	2.0	0.0	2.0	
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Total Lost Time (s)	3.0	6.0	6.0	3.0	6.0	6.0	3.0	6.0	6.0	3.0	6.0	
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Recall Mode	None	C-Min	C-Min	None	C-Min	C-Min	None	None	None	None	None	
Act Effct Green (s)	96.9	88.2	88.2	94.0	84.1	84.1	17.6	140110	13.1	13.0	5.5	
Actuated g/C Ratio	0.81	0.74	0.74	0.78	0.70	0.70	0.15		0.11	0.11	0.05	
notation gro Mallo	0.01	0.74	0.74	0.70	0.70	0.70	0.10		0.11	0.11	0.00	

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Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
v/c Ratio	0.17	0.42	0.11	0.14	0.17	0.04	0.23		0.07	0.06	0.05	
Control Delay	3.5	9.8	2.0	3.8	8.0	0.4	45.4		0.2	41.8	0.1	
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0	
Total Delay	3.5	9.8	2.0	3.8	8.0	0.4	45.4		0.2	41.8	0.1	
LOS	Α	Α	Α	Α	Α	Α	D		Α	D	Α	
Approach Delay		7.5			6.1			23.4			7.1	
Approach LOS		Α			Α			С			Α	
Queue Length 50th (ft)	24	189	3	12	60	0	28		0	5	0	
Queue Length 95th (ft)	45	297	24	26	106	3	60		0	19	0	
Internal Link Dist (ft)		452			636			377			440	
Turn Bay Length (ft)	160		160	150		150	120		120			
Base Capacity (vph)	971	1360	1171	642	1310	1134	207		589	204	773	
Starvation Cap Reductn	0	0	0	0	0	0	0		0	0	0	
Spillback Cap Reductn	0	0	0	0	0	0	0		0	0	0	
Storage Cap Reductn	0	0	0	0	0	0	0		0	0	0	
Reduced v/c Ratio	0.16	0.42	0.11	0.13	0.17	0.04	0.20		0.07	0.04	0.05	

Intersection Summary

Area Type: Other

Cycle Length: 120

Actuated Cycle Length: 120

Offset: 0 (0%), Referenced to phase 2:EBTL and 6:WBTL, Start of Green

Natural Cycle: 60

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.42
Intersection Signal Delay: 8.1

Intersection LOS: A ICU Level of Service A

Intersection Capacity Utilization 53.8%

Analysis Period (min) 15

Splits and Phases: 2: IL 68 & Prairie Lake Road



Intersection												
Int Delay, s/veh	3.4											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	*	^	7	*	^	7	*	^	7	ħ	1	
Traffic Vol, veh/h	152	546	119	78	213	42	39	Ö	37	8	0	38
Future Vol, veh/h	152	546	119	78	213	42	39	0	37	8	0	38
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	_	_	None	-	-	None	<u> </u>	<u> </u>	None	_	·-	None
Storage Length	160	-	160	150	-	150	120	-	120	0	-	-
Veh in Median Storage	,# -	0	-	-	0	_	-	1	_	-	1	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	3	8	4	10	7	2	13	0	22	25	0	26
Mvmt Flow	160	575	125	82	224	44	41	0	39	8	0	40
Major/Minor I	Major1		N	Major2			Minor1		1	Minor2		
Conflicting Flow All	268	0	0	700	0	0	1325	1327	575	1365	1408	224
Stage 1	-	-	-	-	-	-	895	895	-	388	388	
Stage 2	-	_	_	_	_	_	430	432	_	977	1020	_
Critical Hdwy	4.13	_	-	4.2	-	-	7.23	6.5	6.42	7.35	6.5	6.46
Critical Hdwy Stg 1	-	_	-	-	-	_	6.23	5.5	-	6.35	5.5	-
Critical Hdwy Stg 2	_	-	_	_	_	-	6.23	5.5	_	6.35	5.5	_
Follow-up Hdwy	2.227	_	-	2.29	-	_	3.617		3.498	3.725	4	3.534
Pot Cap-1 Maneuver	1290	-	_	861	_	-	126	157	482	111	140	759
Stage 1	-	_	_	-	-	_	321	362	-	592	612	-
Stage 2	_	-	_	-	_	-	582	586	_	274	317	-
Platoon blocked, %		_	-		-	-						
Mov Cap-1 Maneuver	1290	-	-	861	-	-	100	125	482	86	111	759
Mov Cap-2 Maneuver	-	-	-	-	-	-	185	212	-	122	166	-
Stage 1	-	-	-	-	-	-	281	317	-	519	554	-
Stage 2	-	-	-	-	-	-	499	530	-	221	278	-
Ŭ												
Approach	EB			WB			NB			SB		
HCM Control Delay, s	1.5			2.3			21.7			14.6		
HCM LOS							С			В		
Minor Lane/Major Mvm	nt	NBLn11	NBLn21	NBLn3	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)		185	-	482	1290	-	-	861	-	-	122	759
HCM Lane V/C Ratio		0.222	-	0.081	0.124	-	-	0.095	-	-	0.069	0.053
HCM Control Delay (s)		29.9	0	13.1	8.2	-	-	9.6	-	-	36.7	10
HCM Lane LOS		D	Α	В	Α	-	-	Α	-	-	Е	В
HCM 95th %tile Q(veh))	0.8	-	0.3	0.4	-	-	0.3	-	-	0.2	0.2

Intersection												
Int Delay, s/veh	5.8											
						_						
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		4			4			4		*	1	
Traffic Vol, veh/h	16	6	1	6	8	42	1	17	6	124	39	34
Future Vol, veh/h	16	6	1	6	8	42	1	17	6	124	39	34
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	120	-	-
Veh in Median Storage,	# -	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	0	0	0	33	13	0	100	76	67	0	33	0
Mvmt Flow	17	6	1	6	8	44	1	18	6	131	41	36
Major/Minor N	1inor2			Minor1			Major1			Major2		
		247			200			^			0	0
Conflicting Flow All	370	347	59	348	362	21	77	0	0	24	0	0
Stage 1	321	321	-	23	23	-	-	-	-	-	-	-
Stage 2	49	26	-	325	339	-	- - 1	-	-	1.1	-	-
Critical Hdwy	7.1	6.5	6.2	7.43	6.63	6.2	5.1	-	-	4.1	-	-
Critical Hdwy Stg 1	6.1	5.5	-	6.43	5.63	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.1	5.5	-	6.43	5.63	-	2.4	-	-	-	-	-
Follow-up Hdwy	3.5	500		3.797		3.3	3.1	-	-	2.2	-	-
Pot Cap-1 Maneuver	590	580	1012	552	548	1062	1076	-	-	1604	-	-
Stage 1	695	655	-	921	855	-	-	-	-	-	-	-
Stage 2	969	878	-	627	621	-	-	-	-	-	-	-
Platoon blocked, %	E00	E20	1010	E40	E00	1000	1070	-	-	1604	-	-
Mov Cap-1 Maneuver	523	532	1012	512	503	1062	1076	-	-	1604	-	-
Mov Cap-2 Maneuver	523	532	-	512	503	-	-	-	-	-	-	-
Stage 1	694	601	-	920	854	-	-	-	-	-	-	-
Stage 2	919	877	-	569	570	-	-	-	-	-	-	-
Approach	EB			WB			NB			SB		
HCM Control Delay, s	12			9.6			0.3			4.7		
HCM LOS	В			Α								
Minor Lane/Major Mvmt		NBL	NBT	NRR	EBLn1V	VRI n1	SBL	SBT	SBR			
Capacity (veh/h)		1076	ועטו	HUIT	537	834	1604	ODI	ODIN			
HCM Lane V/C Ratio		0.001	-	-		0.071		-	-			
HCM Control Delay (s)		8.3	0	-	12	9.6	7.4	-	-			
HCM Lane LOS				-	12 B	9.6 A		-	-			
		A	Α	-		0.2	0.3	-	-			
HCM 95th %tile Q(veh)		0	-	-	0.1	0.2	0.3	_	-			

Intersection												
Int Delay, s/veh	0.4											
IIIL Dolay, 3/Vell												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		4			4			4			4	
Traffic Vol, veh/h	1	118	2	2	48	14	0	0	0	0	0	5
Future Vol, veh/h	1	118	2	2	48	14	0	0	0	0	0	5
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage,	# -	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	84	84	84	84	84	84	84	84	84	84	84	84
Heavy Vehicles, %	0	11	100	100	6	0	0	0	0	0	0	0
Mvmt Flow	1	140	2	2	57	17	0	0	0	0	0	6
Majar/Mina-	1-11			Mais =0			Nin c =4			Aire aO		
	/lajor1			Major2			Minor1	004		/linor2	011	
Conflicting Flow All	74	0	0	142	0	0	216	221	141	213	214	66
Stage 1	-	-	-	-	-	-	143	143	-	70	70	-
Stage 2	-	-	-	-	-	-	73	78	-	143	144	-
Critical Hdwy	4.1	-	-	5.1	-	-	7.1	6.5	6.2	7.1	6.5	6.2
Critical Hdwy Stg 1	-	-	-	-	-	-	6.1	5.5	-	6.1	5.5	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.1	5.5	-	6.1	5.5	-
Follow-up Hdwy	2.2	-	-	3.1	-	-	3.5	4	3.3	3.5	4	3.3
Pot Cap-1 Maneuver	1538	-	-	1009	-	-	745	681	912	748	687	1003
Stage 1	-	-	-	-	-	-	865	782	-	945	841	-
Stage 2	-	-	-	-	-	-	942	834	-	865	782	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1538	-	-	1009	-	-	739	679	912	747	685	1003
Mov Cap-2 Maneuver	-	-	-	-	-	-	739	679	-	747	685	-
Stage 1	-	-	-	-	-	-	864	781	-	944	839	-
Stage 2	-	-	-	-	-	-	935	832	-	864	781	-
Approach	EB			WB			NB			SB		
HCM Control Delay, s	0.1			0.3			0			8.6		
HCM LOS	U. I			0.5			A			0.0 A		
I IOIVI LOS							А			А		
Minor Lane/Major Mvmt	<u> </u>	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR S	SBL _{n1}			
Capacity (veh/h)			1538	_	_	1009	_	_	1003			
HCM Lane V/C Ratio		-	0.001	-	-	0.002	-	_	0.006			
HCM Control Delay (s)		0	7.3	0	_	8.6	0	-	8.6			
HCM Lane LOS		A	Α	A	-	Α	A	-	Α			
HCM 95th %tile Q(veh)		-	0	-	-	0	-	-	0			

Intersection						
Int Delay, s/veh	0.2					
	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	1			↑		7
Traffic Vol, veh/h	805	11	0	298	0	12
Future Vol, veh/h	805	11	0	298	0	12
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control F	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	Free	-	None	-	Stop
Storage Length	-	-	-	-	-	0
Veh in Median Storage, #	† 0	-	-	0	0	-
Grade, %	0	-	-	0	0	_
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	4	0	0	13	0	0
	847	12	0	314	0	13
IVIVIII(I IOW	047	12	U	017	U	10
Major/Minor Ma	ajor1	١	/lajor2	١	/linor1	
Conflicting Flow All	0	-	-	-	-	847
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	_	-	-	-	-	6.2
Critical Hdwy Stg 1	-	_	-	_	-	_
Critical Hdwy Stg 2	_	_	_	_	_	_
Follow-up Hdwy	_	_	_	_	_	3.3
Pot Cap-1 Maneuver	_	0	0	_	0	365
Stage 1	_	0	0	_	0	-
Stage 2	_	0	0	_	0	_
		U	U		U	-
Platoon blocked, %	-			-		205
Mov Cap-1 Maneuver	-	-	-	-	-	365
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Approach	EB		WB		NB	
HCM Control Delay, s	0		0		15.2	
HCM LOS			*		С	
NA' 1 /NA - ' NA 1	N.	IDL 4	БРТ	WDT		
Minor Lane/Major Mvmt	N	IBLn1	EBT	WBT		
Capacity (veh/h)		365	-	-		
Capacity (veh/h) HCM Lane V/C Ratio		0.035	-	-		
Capacity (veh/h) HCM Lane V/C Ratio HCM Control Delay (s)		0.035 15.2	- -	-		
Capacity (veh/h) HCM Lane V/C Ratio		0.035		- - -		

Intersection						
Int Delay, s/veh	0.2					
			14/51	14/5-		NE
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	1€			^		7
Traffic Vol, veh/h	568	23	0	333	0	18
Future Vol, veh/h	568	23	0	333	0	18
Conflicting Peds, #/hr	0	0	0	0	0	0
	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	Free	-	None	-	Stop
Storage Length	-	-	-	-	-	0
Veh in Median Storage,	# 0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	8	0	0	7	0	0
Mvmt Flow	598	24	0	351	0	19
N. 1. (N. 4)						
	ajor1	N	Major2	N	/linor1	
Conflicting Flow All	0	-	-	-	-	598
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	-	-	-	-	6.2
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	_	-	3.3
Pot Cap-1 Maneuver	-	0	0	-	0	506
Stage 1	_	0	0	_	0	-
Stage 2	_	0	0	_	0	_
Platoon blocked, %	_	U	U	_	-	
Mov Cap-1 Maneuver	_	_	_	-	_	506
Mov Cap-1 Maneuver		_	-	_	-	500
Stage 1	-	-	-	-		-
•	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Approach	EB		WB		NB	
HCM Control Delay, s	0		0		12.4	
HCM LOS	_		J		B	
TOW LOO						
Minor Lane/Major Mvmt	<u> </u>	NBLn1	EBT	WBT		
Capacity (veh/h)		506	-	-		
HCM Lane V/C Ratio		0.037	-	-		
HCM Control Delay (s)		12.4	-	-		
HCM Lane LOS						
HOW LAND LOS		В	-	-		

<u>Capacity Analysis Summary Sheets</u> Year 2028 Total Projected Weekday Evening Peak Hour

Lane Configurations		۶	→	*	•	+	•	1	†	~	/	Ţ	4
Traffic Volume (γph) 35 362 82 128 476 11 228 0 73 39 0 131	Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Traffic Volume (vph) 35 362 82 128 476 11 228 0 73 39 0 131	Lane Configurations	*	^	7	*	^	7	ň	^	7	7	f _a	
Fulture Volume (vph) 35 362 82 128 476 11 228 0 73 39 0 131 1084 Flow (vphp) 1900 2000 1900		35	362	82	128		11	228		73	39		131
Lane Wolth (ff)	Future Volume (vph)	35	362	82	128	476	11	228	0	73	39	0	131
Lane Width (ft)	· · · /	1900	2000	1900	1900	2000	1900	1900	1900	1900	1900	1900	1900
Stratege Length (ft)	\ <i>,</i>	12	12	12	12	12	12	12	12	12	12	12	12
Storage Langth (ff)			0%			0%			0%			0%	
Storage Lanes		160		160	150		150	120		120	0		0
Taper Length (ff)		1		1	1		1	1		1	1		
Lane Unil. Factor 1.00 1	Taper Length (ft)	170			170			160			25		
Fit Protected		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Fit Protected 0.950 1.524 1.687 1.942 1.369 1.770 1.863 1.455 1.671 1.583 0 0.950 1.775 1.861 1.455 1.671 1.583 0 0.410 0.410 0.435 0.440 0.475 0.440 0.757 0.440 0.475 0.440 0.475 0.440 0.475 0.440 0.475 0.440 0.475 0.440 0.475 0.440 0.475 0.440 0.475 0.440 0.475 0.440 0.475 0.440 0.475 0.440 0.475 0.440 0.475 0.440 0.475 0.440 0.	Ped Bike Factor												
Satd. Flow (prot) 1626 1961 1524 1687 1942 1369 1770 1863 1455 1671 1583 0 Fil Permitted	Frt			0.850			0.850			0.850		0.850	
Fit Permitted	Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (perm) 702 1961 1524 772 1942 1369 820 1863 1455 1332 1583 0 Right Turn on Red Yes	Satd. Flow (prot)	1626	1961	1524	1687	1942	1369	1770	1863	1455	1671	1583	0
Right Turn on Red	Flt Permitted	0.410			0.435			0.440			0.757		
Page	Satd. Flow (perm)	702	1961	1524	772	1942	1369	820	1863	1455	1332	1583	0
Said. Flow (RTOR)	· · · · · · · · · · · · · · · · · · ·						Yes						Yes
Link Speed (mph)										591		419	
Link Distance (ft)			45			45			30				
Travel Time (s)			532			716			457			520	
Confil Bikes (#hr)													
Confile Bikes (#hrr) Peak Hour Factor 0.95	. ,												
Peak Hour Factor	,												
Growth Factor 100%		0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Bus Blockages (#/hr)		100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Bus Blockages (#/hr)	Heavy Vehicles (%)	11%	2%	6%	7%	3%	18%	2%	2%	11%	8%	2%	2%
Parking (#/hr) Mid-Block Traffic (%) 0% 0% 0% 0% 0% 0% 0%	Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Mid-Block Traffic (%) 0% 0% 0% Shared Lane Traffic (%) 37 381 86 135 501 12 240 0 77 41 138 0 Turn Type pm+pt NA Perm pm+pt NA Perm pm+pt Perm pm+pt NA NA Perm pm+pt NA													
Shared Lane Traffic (%) Lane Group Flow (vph) 37 381 86 135 501 12 240 0 77 41 138 0			0%			0%			0%			0%	
Lane Group Flow (vph) 37 381 86 135 501 12 240 0 77 41 138 0 Turn Type pm+pt NA Perm pm+pt NA Perm pm+pt Perm pm+pt NA Protected Phases 5 2 2 6 6 4 4 8 Permitted Phases 5 2 2 6 6 4 4 8 Detector Phase 5 2 2 1 6 6 7 4 4 8 Detector Phase 5 2 2 1 6 6 7 4 4 8 Detector Phase 5 2 2 1 6 6 7 4 4 8 Detector Phase 5 2 2 1 6 6 7 4 4 8 Detector Phase 5 2 2	. ,												
Turn Type pm+pt NA Perm pm+pt NA Na Perm pm+pt NA Na Perm pm+pt NA Na Perm Perm pm+pt Na Na Perm pm+pt Na Na Perm pm+pt Na Na Na Perm pm+pt Na Na Permitted Phases 5 2 2 1 6 6 4 4 4 8 Detector Phase 5 2 2 1 6 6 7 4 4 3 8 Both	` ,	37	381	86	135	501	12	240	0	77	41	138	0
Protected Phases 5 2 1 6 6 4 4 8 Permitted Phases 2 2 2 6 6 6 4 4 4 8 Detector Phase 5 2 2 1 6 6 7 4 4 3 8 Switch Phase Minimum Initial (s) 3.0 8.0 8.0 3.0 8.0 8.0 3.0 5.0 5.0 3.0 5.0 Minimum Split (s) 9.5 22.5 22.5 9.5 22.5 9.5 15.0 15.0 9.5 15.0 Total Split (s) 15.0 75.0 75.0 15.0 75.0 75.0 15.0 15.0 15.0 15.0 15.0 Total Split (%) 12.5% 62.5% 62.5% 62.5% 62.5% 62.5% 62.5% 62.5% 12.5%				Perm				pm+pt		Perm	pm+pt		
Permitted Phases 2 2 2 6 6 4 4 8 Detector Phase 5 2 2 1 6 6 7 4 4 3 8 Switch Phase Minimum Initial (s) 3.0 8.0 8.0 3.0 5.0 5.0 3.0 5.0 Minimum Split (s) 9.5 22.5 22.5 9.5 22.5 9.5 15.0 15.0 9.5 15.0 Minimum Split (s) 15.0 75.0 75.0 75.0 75.0 15.0 15.0 9.5 15.0 Total Split (s) 15.0 75.0 75.0 75.0 75.0 12.5% 12.5% 12.5% <td></td> <td></td> <td></td> <td></td> <td></td> <td>6</td> <td></td> <td></td> <td>4</td> <td></td> <td></td> <td></td> <td></td>						6			4				
Detector Phase 5 2 2 2 1 6 6 7 4 4 3 8 Switch Phase Minimum Initial (s) 3.0 8.0 8.0 3.0 8.0 3.0 5.0 5.0 3.0 5.0 Minimum Initial (s) 9.5 22.5 22.5 9.5 22.5 9.5 15.0 75.0 5.0 3.0 5.0 5.0 3.0 5.0 <td< td=""><td></td><td>2</td><td></td><td>2</td><td>6</td><td></td><td>6</td><td>4</td><td></td><td>4</td><td>8</td><td></td><td></td></td<>		2		2	6		6	4		4	8		
Minimum Initial (s) 3.0 8.0 8.0 3.0 8.0 3.0 5.0 3.0 5.0 Minimum Split (s) 9.5 22.5 22.5 9.5 22.5 9.5 15.0 15.0 9.5 15.0 Total Split (s) 15.0 75.0 75.0 75.0 75.0 15.0 15.0 15.0 15.0 Total Split (%) 12.5% 62.5% 62.5% 62.5% 62.5% 62.5% 12.5%<			2		1	6	6	7	4	4		8	
Minimum Initial (s) 3.0 8.0 8.0 3.0 8.0 3.0 5.0 3.0 5.0 Minimum Split (s) 9.5 22.5 22.5 9.5 22.5 9.5 15.0 15.0 9.5 15.0 Total Split (s) 15.0 75.0 75.0 75.0 75.0 15.0 15.0 15.0 15.0 Total Split (%) 12.5% 62.5% 62.5% 62.5% 62.5% 62.5% 12.5%<													
Minimum Split (s) 9.5 22.5 22.5 9.5 22.5 22.5 9.5 15.0 15.0 9.5 15.0 Total Split (s) 15.0 75.0 75.0 75.0 75.0 15.0 15.0 15.0 15.0 Total Split (%) 12.5% 62.5% 62.5% 62.5% 62.5% 62.5% 12.5% <td< td=""><td></td><td>3.0</td><td>8.0</td><td>8.0</td><td>3.0</td><td>8.0</td><td>8.0</td><td>3.0</td><td>5.0</td><td>5.0</td><td>3.0</td><td>5.0</td><td></td></td<>		3.0	8.0	8.0	3.0	8.0	8.0	3.0	5.0	5.0	3.0	5.0	
Total Split (s) 15.0 75.0 75.0 15.0 75.0 75.0 15.0	. ,												
Total Split (%) 12.5% 62.5% 62.5% 12.5% 62.5% 12.5%													
Yellow Time (s) 3.0 4.0 4.0 3.0 4.0 4.0 3.0 4.0 4.0 3.0 4.0 4.0 3.0 4.0 4.0 3.0 4.0 All-Red Time (s) 0.0 2.0 2.0 0.0 2.0 2.0 0.0 2.0 2.0 0.0 2.0 2.0 0.0 2.0 2.0 0.0 2.0 2.0 0.0 2.0 2.0 0.0 2.0 2.0 0.0 0.0 2.0 2.0 0.0 2.0 2.0 0.0 2.0 2.0 0.0 </td <td></td>													
All-Red Time (s) 0.0 2.0 2.0 0.0 2.0 2.0 0.0 2.0 2.0 0.0 2.0 2.0 0.0 2.0 2.0 0.0 2.0 2.0 0.0 2.0 2.0 0.0 2.0 2.0 0.0 2.0 2.0 0.0 2.0 2.0 0.0 2.0 2.0 0.0 2.0 2.0 0.0 2.0 2.0 0.0 2.0 2.0 0.0 2.0 2.0 0.0 2.0 2.0 0.0 <td></td>													
Lost Time Adjust (s) 0.0													
Total Lost Time (s) 3.0 6.0 6.0 3.0 6.0 6.0 3.0 6.0 4.0	,												
Lead/LagLeadLagLagLeadLagLeadLagLagLeadLagLeadLagLead-Lag Optimize?YesYesYesYesYesYesYesYesYesRecall ModeNoneC-MinC-MinNoneNoneNoneNoneNoneNoneNoneNoneAct Effct Green (s)72.963.463.478.669.669.635.423.416.25.5													
Lead-Lag Optimize? Yes	. ,												
Recall Mode None C-Min None C-Min None													
Act Effct Green (s) 72.9 63.4 63.4 78.6 69.6 69.6 35.4 23.4 16.2 5.5	• .												
									110110				
Actuated d/C Katio 0.51 0.53 0.53 0.56 0.58 0.58 0.50 0.70 0.74 0.05	Actuated g/C Ratio	0.61	0.53	0.53	0.66	0.58	0.58	0.30		0.20	0.14	0.05	

	۶	-	*	1	•	*	1	†	1	1	Ţ	4
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
v/c Ratio	0.08	0.37	0.10	0.23	0.45	0.01	0.56		0.10	0.20	0.29	
Control Delay	9.0	19.1	4.0	9.6	17.6	0.0	39.2		0.3	33.2	1.6	
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0	
Total Delay	9.0	19.1	4.0	9.6	17.6	0.0	39.2		0.3	33.2	1.6	
LOS	Α	В	Α	Α	В	Α	D		Α	С	Α	
Approach Delay		15.8			15.6			29.7			8.8	
Approach LOS		В			В			С			Α	
Queue Length 50th (ft)	9	167	0	37	226	0	151		0	23	0	
Queue Length 95th (ft)	25	276	29	70	356	0	216		0	48	0	
Internal Link Dist (ft)		452			636			377			440	
Turn Bay Length (ft)	160		160	150		150	120		120			
Base Capacity (vph)	546	1137	919	597	1186	868	430		759	261	506	
Starvation Cap Reductn	0	0	0	0	0	0	0		0	0	0	
Spillback Cap Reductn	0	0	0	0	0	0	0		0	0	0	
Storage Cap Reductn	0	0	0	0	0	0	0		0	0	0	
Reduced v/c Ratio	0.07	0.34	0.09	0.23	0.42	0.01	0.56		0.10	0.16	0.27	

Intersection Summary

Area Type: Other

Cycle Length: 120

Actuated Cycle Length: 120

Offset: 0 (0%), Referenced to phase 2:EBTL and 6:WBTL, Start of Green

Natural Cycle: 60

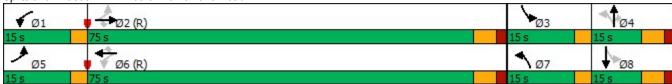
Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.56 Intersection Signal Delay: 17.6 Intersection Capacity Utilization 64.5%

Intersection LOS: B
ICU Level of Service C

Analysis Period (min) 15

Splits and Phases: 2: IL 68 & Prairie Lake Road



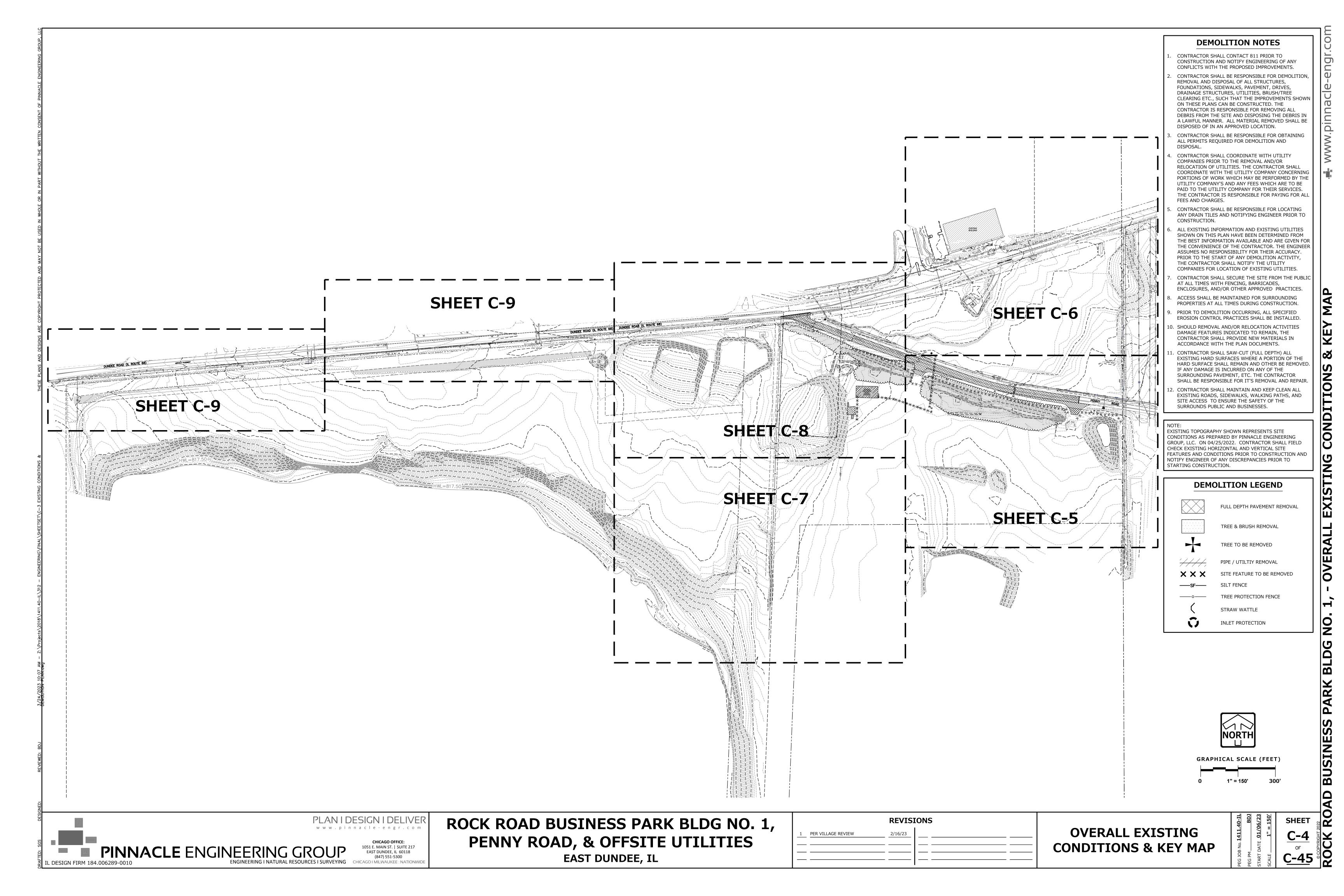
Intersection													
Int Delay, s/veh	45.5												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	
								_				SDK	
Lane Configurations	ን	262	7	120	476	11	220	↑	72	"	1	121	
Traffic Vol, veh/h	35	362	82	128	476	11	228	0	72	39	0	131	
Future Vol, veh/h	35 0	362 0	82 0	128	476 0	11	228	0	72 0	39	0	131	
Conflicting Peds, #/hr													
Sign Control RT Channelized	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop	
	160	-	None	- 150	-	None	100	-	None	-	-	None	
Storage Length			160	150	-	150	120	- 1	120	0	- 1	-	
Veh in Median Storage		0		-	0	-	-	1	-	-	1	-	
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-	
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95	
Heavy Vehicles, %	11	2	6	6	3	18	2	0	11	8	0	2	
Mvmt Flow	37	381	86	135	501	12	240	0	76	41	0	138	
Major/Minor	Major1			Major2			Minor1			Minor2			
Conflicting Flow All	513	0	0	467	0	0	1301	1238	381	1307	1312	501	
Stage 1	-	-	_	-	_	-	455	455	-	771	771	-	
Stage 2	_	_	_	_	_	_	846	783	_	536	541	_	
Critical Hdwy	4.21	_	-	4.16	_	_	7.12	6.5	6.31	7.18	6.5	6.22	
Critical Hdwy Stg 1	1.21	_	_	-	_	_	6.12	5.5	-	6.18	5.5	-	
Critical Hdwy Stg 2	_	_	_	_	_	_	6.12	5.5	_	6.18	5.5	_	
Follow-up Hdwy	2.299	_	_	2.254	_	_	3.518	4		3.572	4	3.318	
Pot Cap-1 Maneuver	1008	_	_	1074	_	_	~ 138	177	647	133	160	570	
Stage 1	1000	<u>-</u>	_	- 101	_	_	585	572	-	384	413	-	
Stage 2	_	_	_	_	_	_	357	407	_	518	524	_	
Platoon blocked, %		<u>-</u>	_		_	<u>-</u>	001	TO1		310	UZT		
Mov Cap-1 Maneuver	1008	_		1074			~ 92	149	647	103	135	570	
Mov Cap-1 Maneuver	-	_	_	107-	_	_	~ 164	245	-	199	228	570	
Stage 1	-	_	-	<u>-</u>	-	-	563	551	-	370	361	_	
Stage 2	<u>-</u>	_	_	_			~ 237	356	<u>-</u>	441	505	_	
Stage 2	_	-	-	-	-	-	~ 231	330	-	441	303	-	
Approach	EB			WB			NB			SB			
HCM Control Delay, s	0.6			1.8			223.4			16.6			
HCM LOS							F			С			
Minor Lang/Major Mun	nt	NIDI 511	VIDI 221	IDI 52	EBL	EBT	EBR	\\/DI	\\/DT	WPD	CDI n1	CDI 22	
Minor Lane/Major Mvn	IIL	NBLn11						WBL	WBT		SBLn1		
Capacity (veh/h)		164	-	647	1008	-	-	1074	-	-	199	570	
HCM Cartral Dalay (a)	\	1.463			0.037	-	-	0.125	-			0.242	
HCM Control Delay (s))	290.4	0	11.3	8.7	-	-	8.8	-	-	27.7	13.3	
HCM Lane LOS	۸	F	Α	В	Α	-	-	Α	-	-	D	В	
HCM 95th %tile Q(veh)	15.4	-	0.4	0.1	-	-	0.4	-	-	0.8	0.9	
Notes													
: Volume exceeds ca	pacity	\$: De	elav exc	eeds 30)0s	+: Com	putation	Not De	efined	*: All	maior v	olume i	n platoon
	- Joseph	ψ. Β	, 0.10							. ,		2.00	p.0.0011

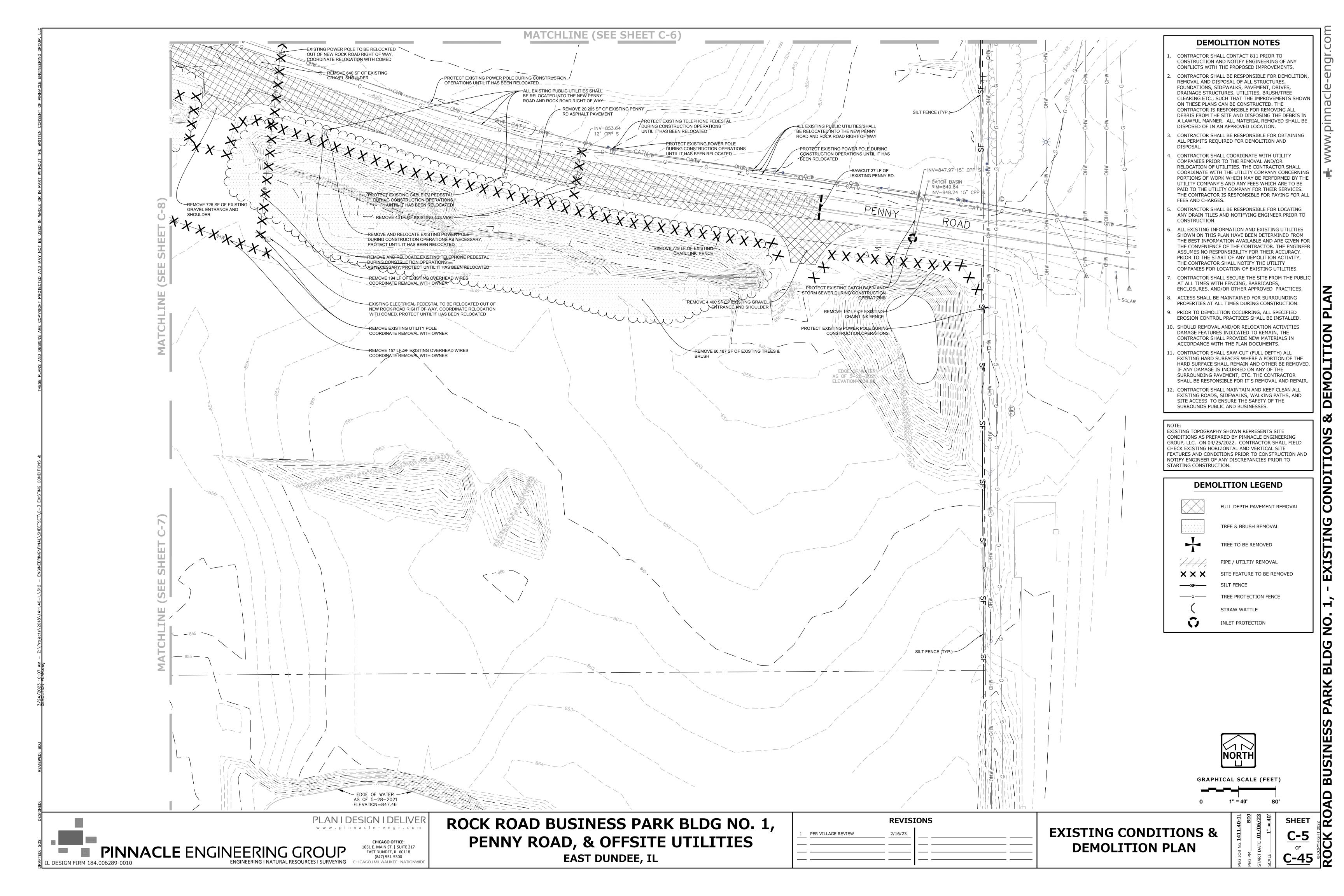
Intersection												
Int Delay, s/veh	8.1											
• •												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		4			4			4		7	₽	
Traffic Vol, veh/h	69	23	0	3	20	192	0	38	7	113	17	81
Future Vol, veh/h	69	23	0	3	20	192	0	38	7	113	17	81
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	120	-	-
Veh in Median Storage	e,# -	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	0	4	0	67	30	0	0	34	29	0	76	0
Mvmt Flow	73	24	0	3	21	202	0	40	7	119	18	85
Major/Minor	Minor2			Minor1			Major1		, n	/loior?		
		240			205		Major1			Major2	^	^
Conflicting Flow All	454	346	61	355	385	44	103	0	0	47	0	0
Stage 1	299	299	-	44	44	-	-	-	-	-	-	-
Stage 2	155	47	-	311	341	-	-	-	-	-	-	-
Critical Hdwy	7.1	6.54	6.2	7.77	6.8	6.2	4.1	-	-	4.1	-	-
Critical Hdwy Stg 1	6.1	5.54	-	6.77	5.8	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.1	5.54	-	6.77	5.8	-	-	-	-	-	-	-
Follow-up Hdwy	3.5	4.036		4.103	4.27	3.3	2.2	-	-	2.2	-	-
Pot Cap-1 Maneuver	520	574	1010	496	508	1032	1502	-	-	1573	-	-
Stage 1	714	663	-	828	806	-	_	-	-	-	-	-
Stage 2	852	852	-	581	592	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	381	530	1010	451	469	1032	1502	-	-	1573	-	-
Mov Cap-2 Maneuver	381	530	-	451	469	-	-	-	-	-	-	-
Stage 1	714	613	-	828	806	-	-	-	-	-	-	-
Stage 2	667	852	-	516	547	-	-	-	-	-	-	-
Approach	EB			WB			NB			SB		
HCM Control Delay, s	16.5			10.2			0			4		
HCM LOS	C			В			J			-1		
TOW LOO				U								
Minor Long/Mailer M		NDI	NDT	NDD	TDL 41	MDL 4	CDI	CDT	CDD			
Minor Lane/Major Mvn	ונ	NBL	NBT	NRK I	EBLn1V		SBL	SBT	SBR			
Capacity (veh/h)		1502	-	-	410	914	1573	-	-			
HCM Lane V/C Ratio		-	-	-		0.248		-	-			
HCM Control Delay (s)		0	-	-	16.5	10.2	7.5	-	-			
HCM Lane LOS		Α	-	-	С	В	Α	-	-			
HCM 95th %tile Q(veh)	0	-	-	0.9	1	0.2	-	-			

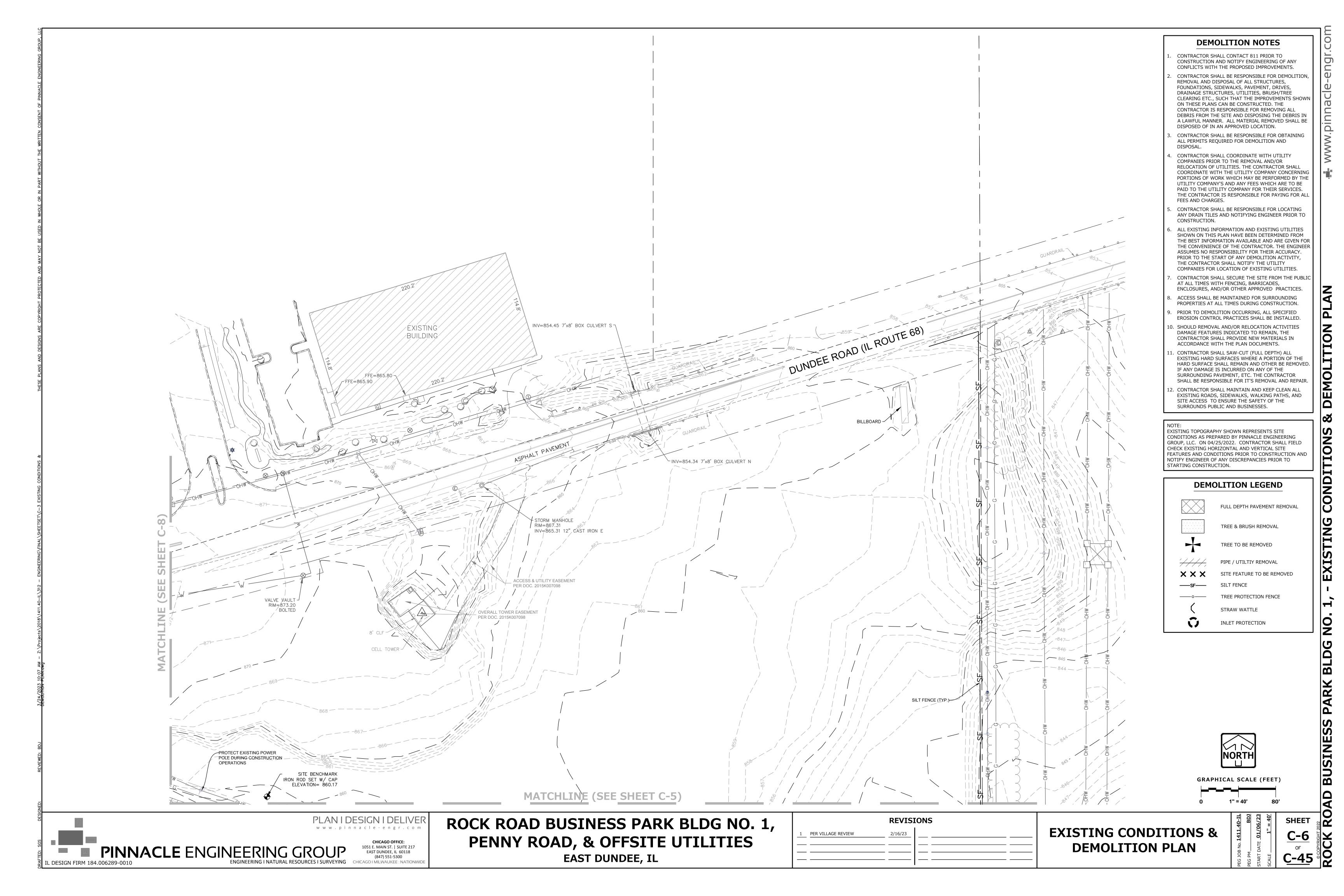
Intersection												
Int Delay, s/veh	0.6											
• •												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		4			4			4			4	
Traffic Vol, veh/h	0	108	0	0	175	34	0	0	0	0	0	22
Future Vol, veh/h	0	108	0	0	175	34	0	0	0	0	0	22
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage,	,# -	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	94	94	94	94	94	94	94	94	94	94	94	94
Heavy Vehicles, %	0	3	0	0	5	0	0	0	0	0	0	0
Mvmt Flow	0	115	0	0	186	36	0	0	0	0	0	23
Major/Minor N	/lajor1			Major2		N	/linor1		N	/linor2		
Conflicting Flow All	222	0	0	115	0	0	331	337	115	319	319	204
Stage 1	-	-	<u> </u>	-	-	-	115	115	-	204	204	204
Stage 2	_		_	_	_	_	216	222	_	115	115	
Critical Hdwy	4.1			4.1			7.1	6.5	6.2	7.1	6.5	6.2
Critical Hdwy Stg 1	7.1	_	_	7.1	_	_	6.1	5.5	- 0.2	6.1	5.5	- 0.2
Critical Hdwy Stg 2	_	_		_			6.1	5.5	_	6.1	5.5	_
Follow-up Hdwy	2.2			2.2	_	_	3.5	4	3.3	3.5	4	3.3
Pot Cap-1 Maneuver	1359			1487		_	626	587	943	638	601	842
Stage 1	-	_	_	-	_	_	895	804	- -	803	737	-
Stage 2		_	_	_	_	_	791	723	_	895	804	_
Platoon blocked, %		_	_		_	_	701	120		000	007	
Mov Cap-1 Maneuver	1359	_	_	1487	_	-	608	587	943	638	601	842
Mov Cap-2 Maneuver	-	_	_	- 101	_	<u>-</u>	608	587	J -1 J	638	601	-
Stage 1	_	_	_	_	_	_	895	804	_	803	737	_
Stage 2	_	_	_	_	_	_	769	723	<u>-</u>	895	804	_
							. 00	. 20		500	50 r	
				10.00								
Approach	EB			WB			NB			SB		
HCM Control Delay, s	0			0			0			9.4		
HCM LOS							Α			Α		
Minor Lane/Major Mvm	t N	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR S	SBLn1			
Capacity (veh/h)		-	1359	-	-	1487	-	-	842			
HCM Lane V/C Ratio		-	-	-	_	-	-	-	0.028			
HCM Control Delay (s)		0	0	-	_	0	-	_	9.4			
HCM Lane LOS		A	A	-	_	A	-	-	А			
HCM 95th %tile Q(veh)		-	0	-	-	0	-	-	0.1			
222 / 2202 22(/ 201)												

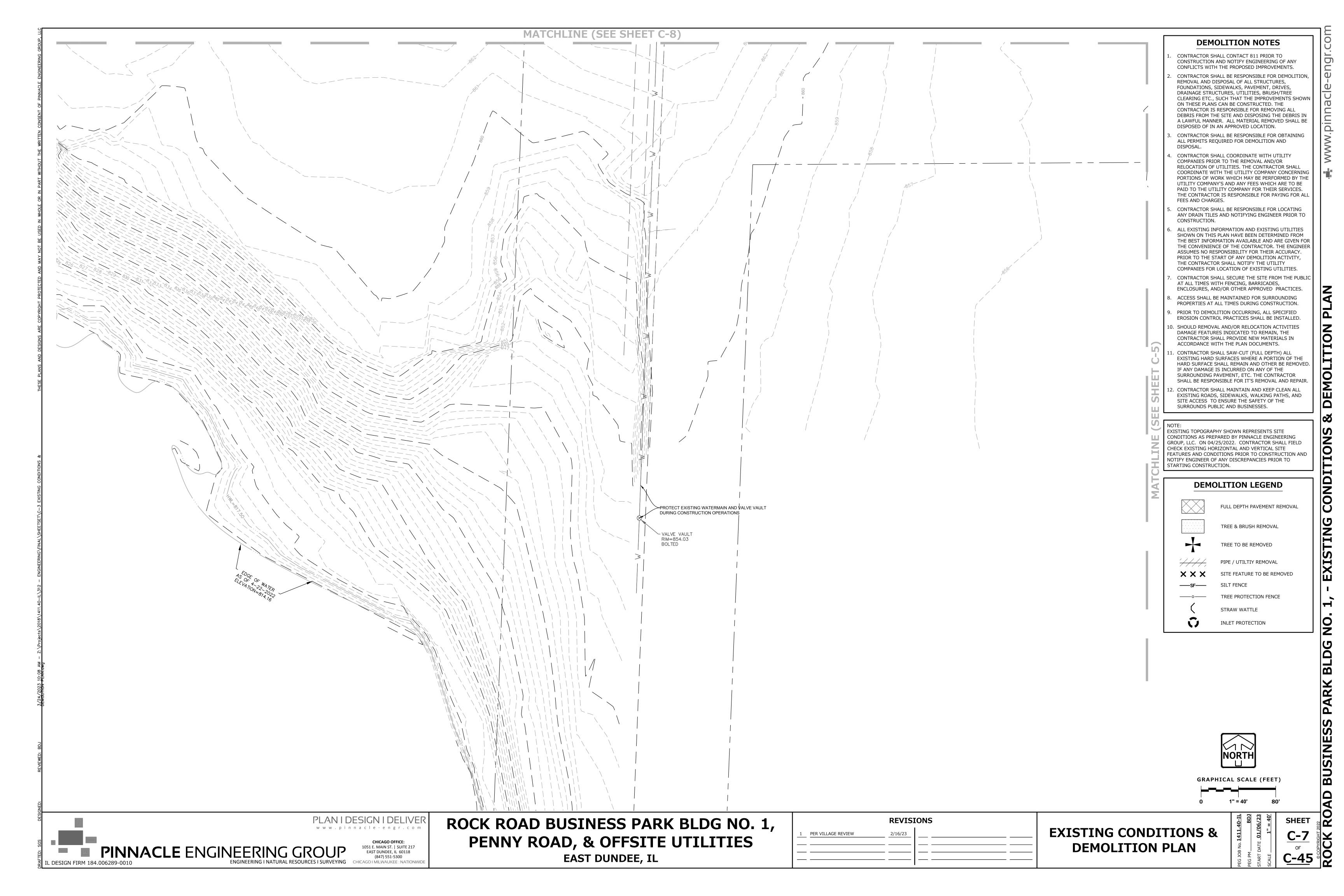
Intersection						
Int Delay, s/veh	0.5					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	1			↑		7
Traffic Vol, veh/h	425	25	0	854	0	54
Future Vol, veh/h	425	25	0	854	0	54
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	Free	-	None	-	Stop
Storage Length	-	-	-	-	-	0
Veh in Median Storage,	# 0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	4	0	2	13	2	0
Mymt Flow	447	26	0	899	0	57
WWW.CT IOW		20	U	000		01
Major/Minor M	lajor1	N	/lajor2	٨	/linor1	
Conflicting Flow All	0	-	-	-	-	447
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	-	-	-	-	6.2
Critical Hdwy Stg 1	-	-	-	_	_	_
Critical Hdwy Stg 2	_	_	_	_	_	_
Follow-up Hdwy	_	_	_	_	_	3.3
Pot Cap-1 Maneuver	_	0	0	_	0	616
Stage 1	_	0	0	_	0	-
Stage 2		0	0	_	0	_
		U	U		U	-
Platoon blocked, %	-			-		040
Mov Cap-1 Maneuver	-	-	-	-	-	616
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Approach	EB		WB		NB	
HCM Control Delay, s	0		0		11.4	
HCM LOS					В	
TIOW EOO						
Minor Lane/Major Mvmt	١	NBLn1	EBT	WBT		
Capacity (veh/h)		616	-	-		
HCM Lane V/C Ratio		0.092	-	-		
HCM Control Delay (s)		11.4	-	-		
HCM Lane LOS		В	-	-		
HCM 95th %tile Q(veh)		0.3	_	-		
Julio a(voli)		3.0				

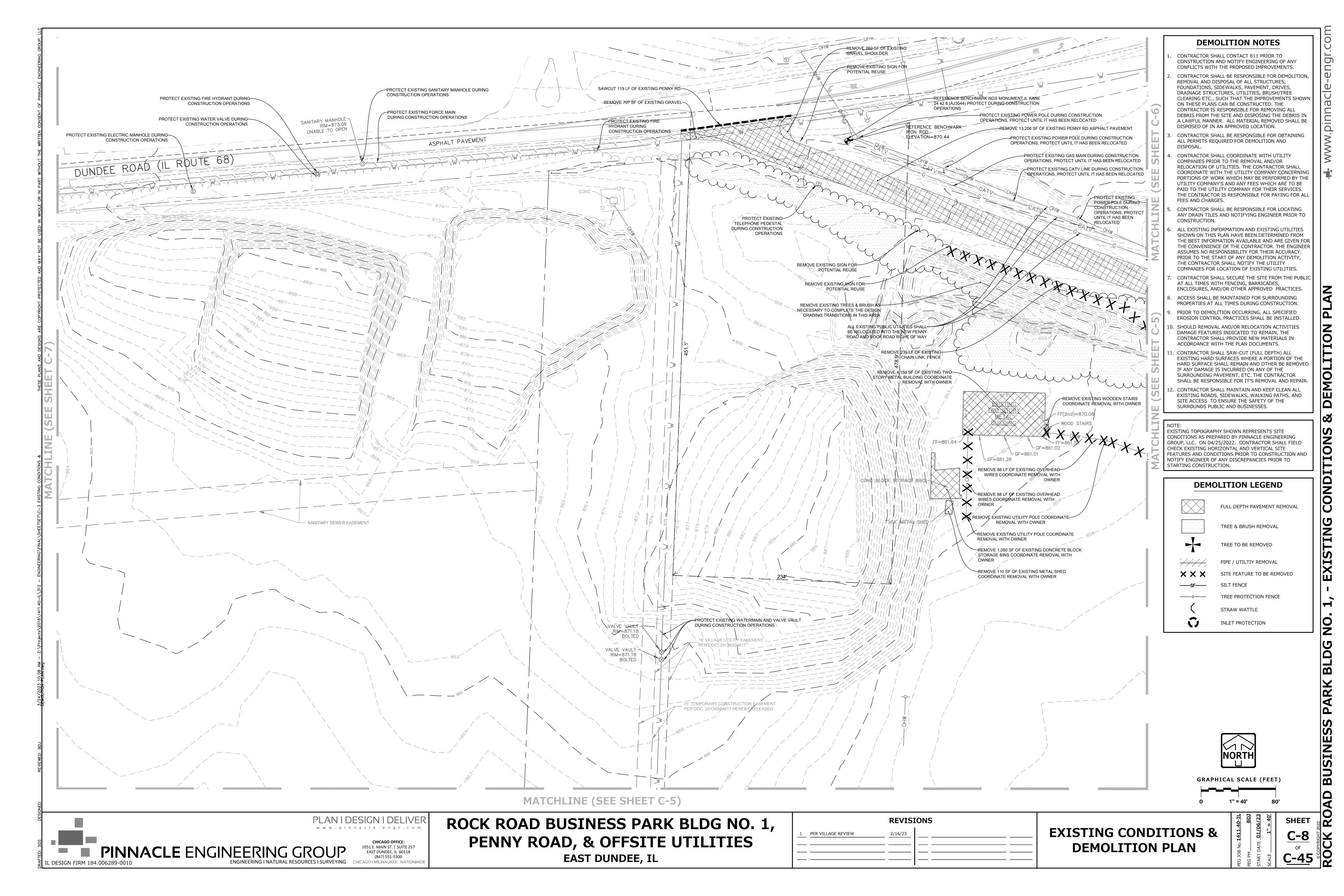
Intersection						
Int Delay, s/veh	0.8					
		EDD	14/5	MAGE	NE	NES
	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	1			^		7
Traffic Vol, veh/h	417	56	0	615	0	80
Future Vol, veh/h	417	56	0	615	0	80
Conflicting Peds, #/hr	0	0	0	0	0	0
	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	Free	-	None	-	Stop
Storage Length	-	-	-	-	-	0
Veh in Median Storage,	# 0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	2	0	0	3	0	0
Mvmt Flow	439	59	0	647	0	84
					•	
	ajor1	N	Major2	N	1inor1	
Conflicting Flow All	0	-	-	-	-	439
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	-	-	-	-	6.2
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	_	-	-	-	-
Follow-up Hdwy	_	_	-	_	_	3.3
Pot Cap-1 Maneuver	-	0	0	-	0	622
Stage 1	_	0	0	_	0	-
Stage 2	_	0	0	_	0	_
Platoon blocked, %	_	U	U	_	U	
Mov Cap-1 Maneuver	_	_	_		_	622
						022
Mov Cap-2 Maneuver	-	-	-	-	-	
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Approach	EB		WB		NB	
HCM Control Delay, s	0		0		11.7	
HCM LOS			•		В	
110M 200						
Minor Lane/Major Mvmt	N	NBLn1	EBT	WBT		
Capacity (veh/h)		622	-	-		
HCM Lane V/C Ratio		0.135	-	-		
HCM Control Delay (s)		11.7	-	-		
HCM Lane LOS		В	-	-		
HCM 95th %tile Q(veh)		0.5	-	-		

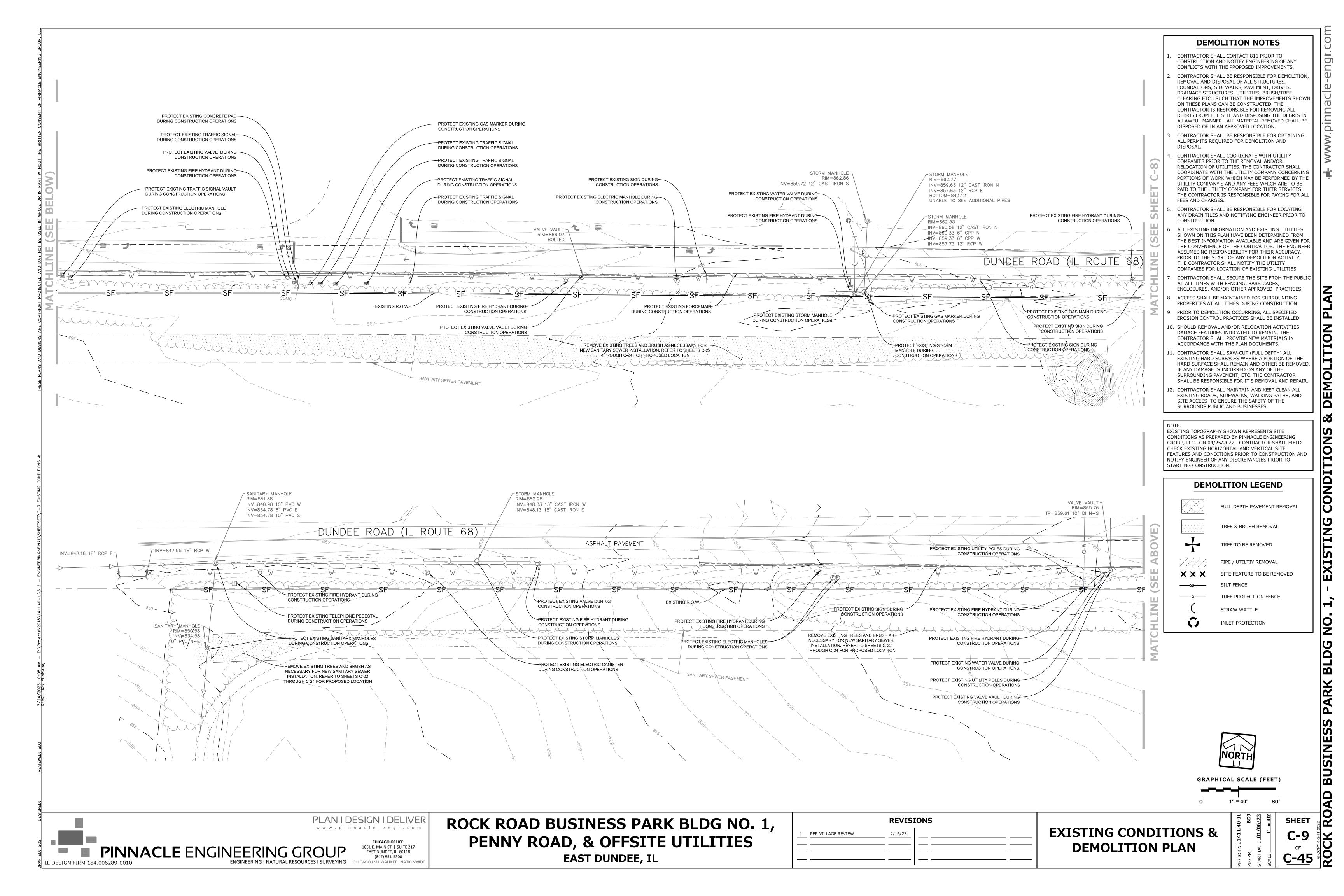


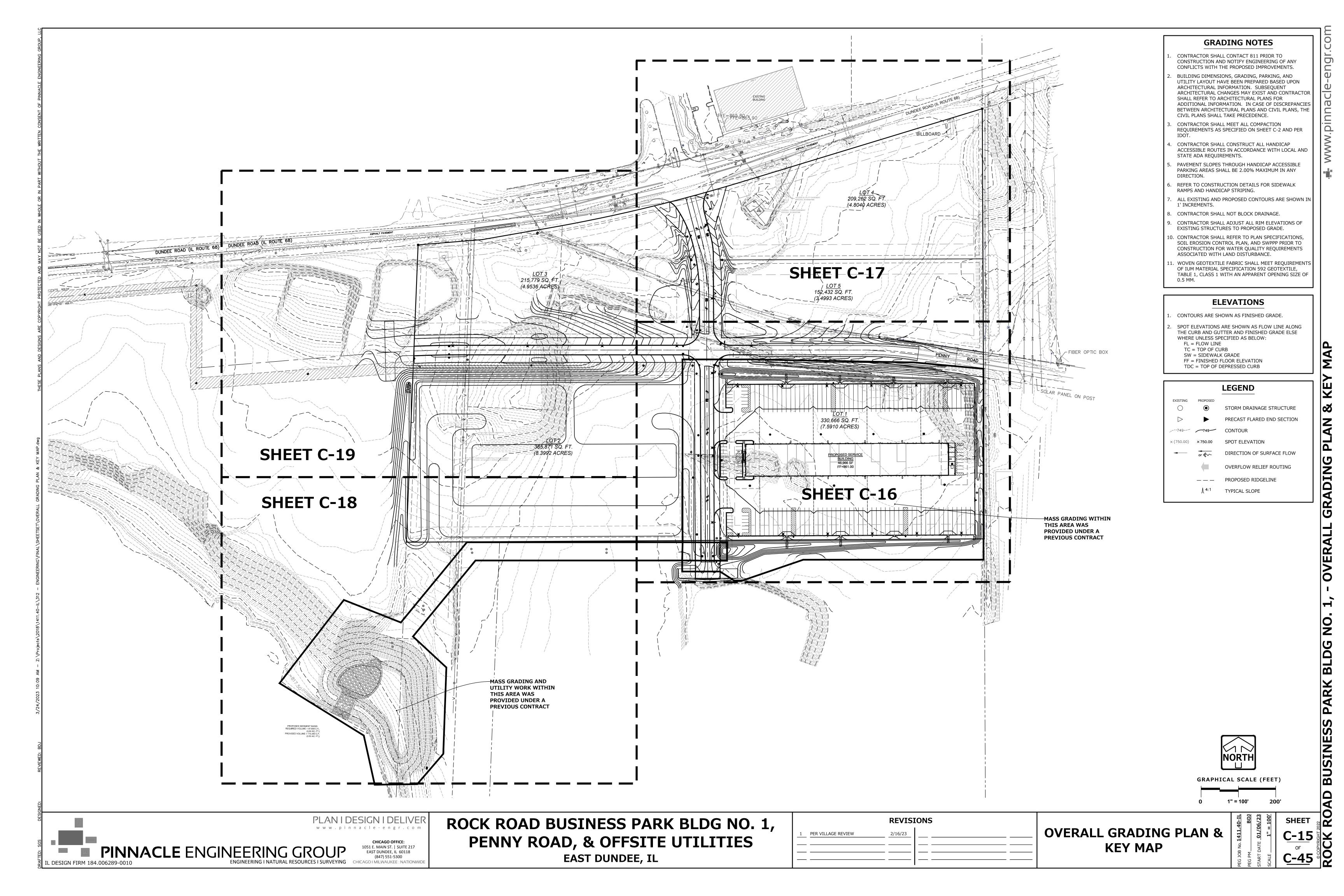


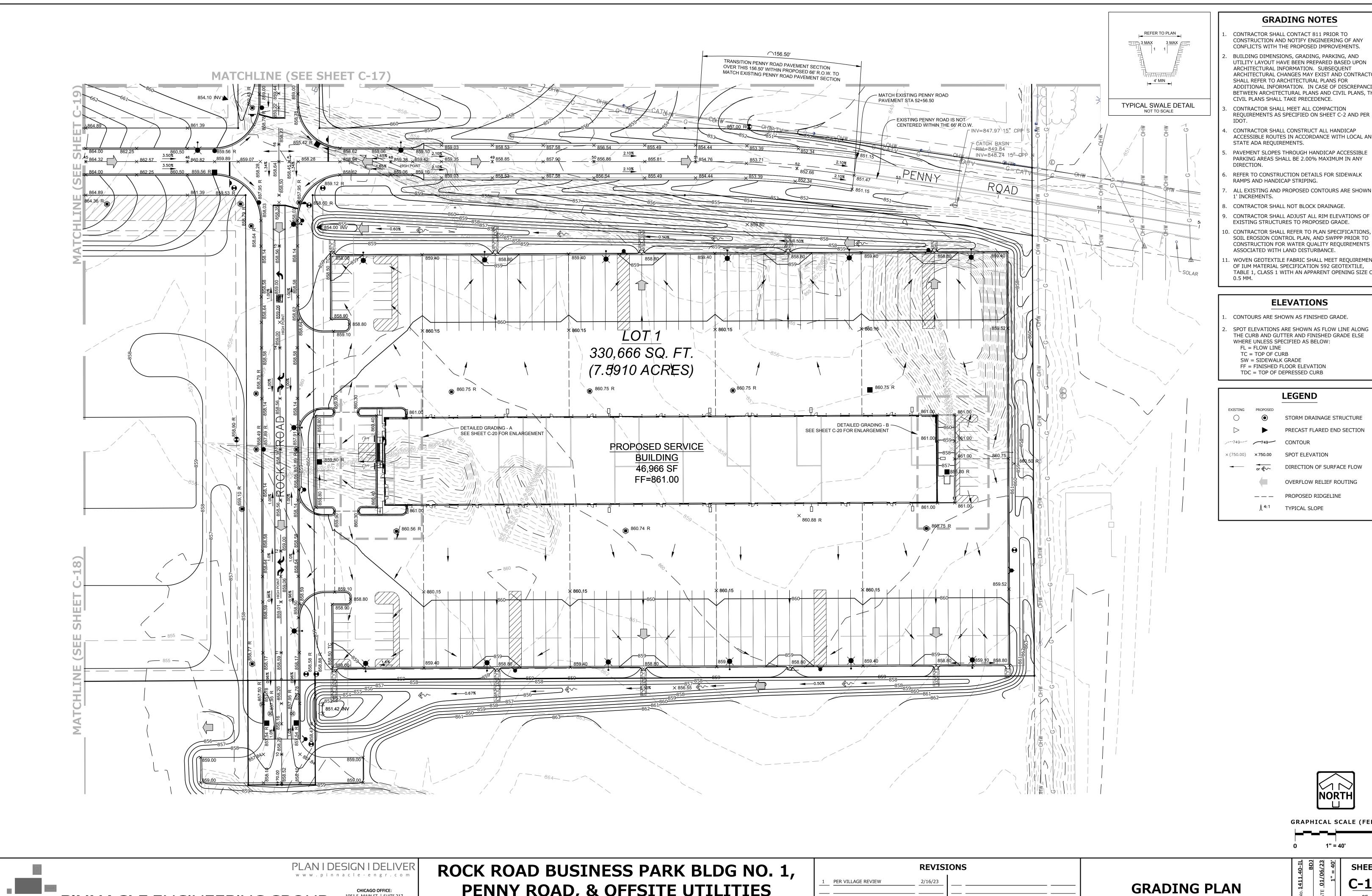












GRADING NOTES

CONTRACTOR SHALL CONTACT 811 PRIOR TO CONSTRUCTION AND NOTIFY ENGINEERING OF ANY

BUILDING DIMENSIONS, GRADING, PARKING, AND UTILITY LAYOUT HAVE BEEN PREPARED BASED UPON ARCHITECTURAL INFORMATION. SUBSEQUENT ARCHITECTURAL CHANGES MAY EXIST AND CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR ADDITIONAL INFORMATION. IN CASE OF DISCREPANCIES BETWEEN ARCHITECTURAL PLANS AND CIVIL PLANS, THE

CONTRACTOR SHALL MEET ALL COMPACTION REQUIREMENTS AS SPECIFIED ON SHEET C-2 AND PER

CONTRACTOR SHALL CONSTRUCT ALL HANDICAP ACCESSIBLE ROUTES IN ACCORDANCE WITH LOCAL AND

PAVEMENT SLOPES THROUGH HANDICAP ACCESSIBLE PARKING AREAS SHALL BE 2.00% MAXIMUM IN ANY

REFER TO CONSTRUCTION DETAILS FOR SIDEWALK RAMPS AND HANDICAP STRIPING.

ALL EXISTING AND PROPOSED CONTOURS ARE SHOWN IN

3. CONTRACTOR SHALL NOT BLOCK DRAINAGE.

CONTRACTOR SHALL ADJUST ALL RIM ELEVATIONS OF

). CONTRACTOR SHALL REFER TO PLAN SPECIFICATIONS, SOIL EROSION CONTROL PLAN, AND SWPPP PRIOR TO

ASSOCIATED WITH LAND DISTURBANCE. WOVEN GEOTEXTILE FABRIC SHALL MEET REQUIREMENTS

OF IUM MATERIAL SPECIFICATION 592 GEOTEXTILE, TABLE 1, CLASS 1 WITH AN APPARENT OPENING SIZE OF

ELEVATIONS

SPOT ELEVATIONS ARE SHOWN AS FLOW LINE ALONG THE CURB AND GUTTER AND FINISHED GRADE ELSE WHERE UNLESS SPECIFIED AS BELOW:

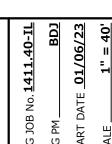
LEGEND

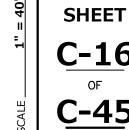
STORM DRAINAGE STRUCTURE PRECAST FLARED END SECTION

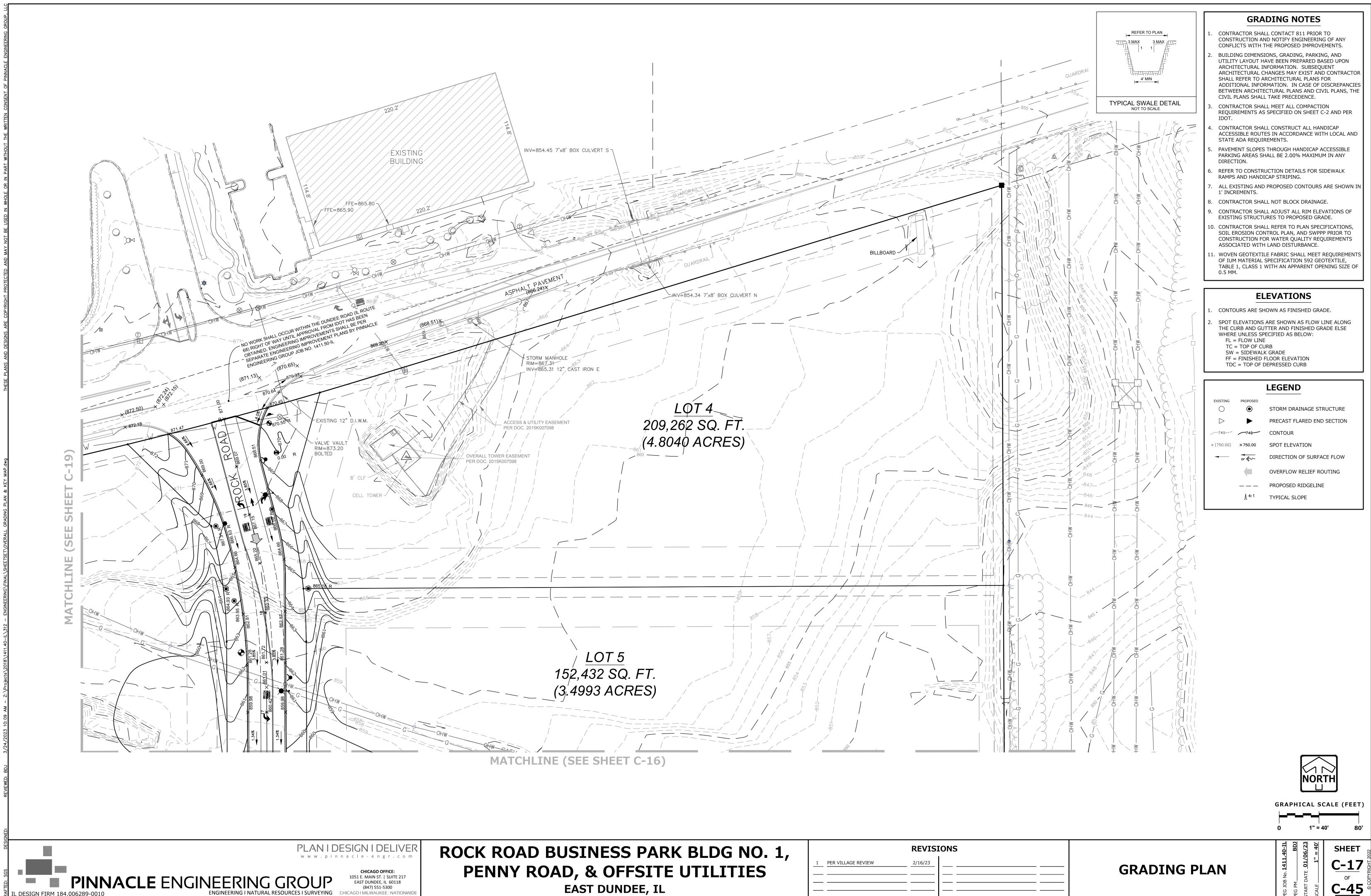
TYPICAL SLOPE

PINNACLE ENGINEERING GROUP

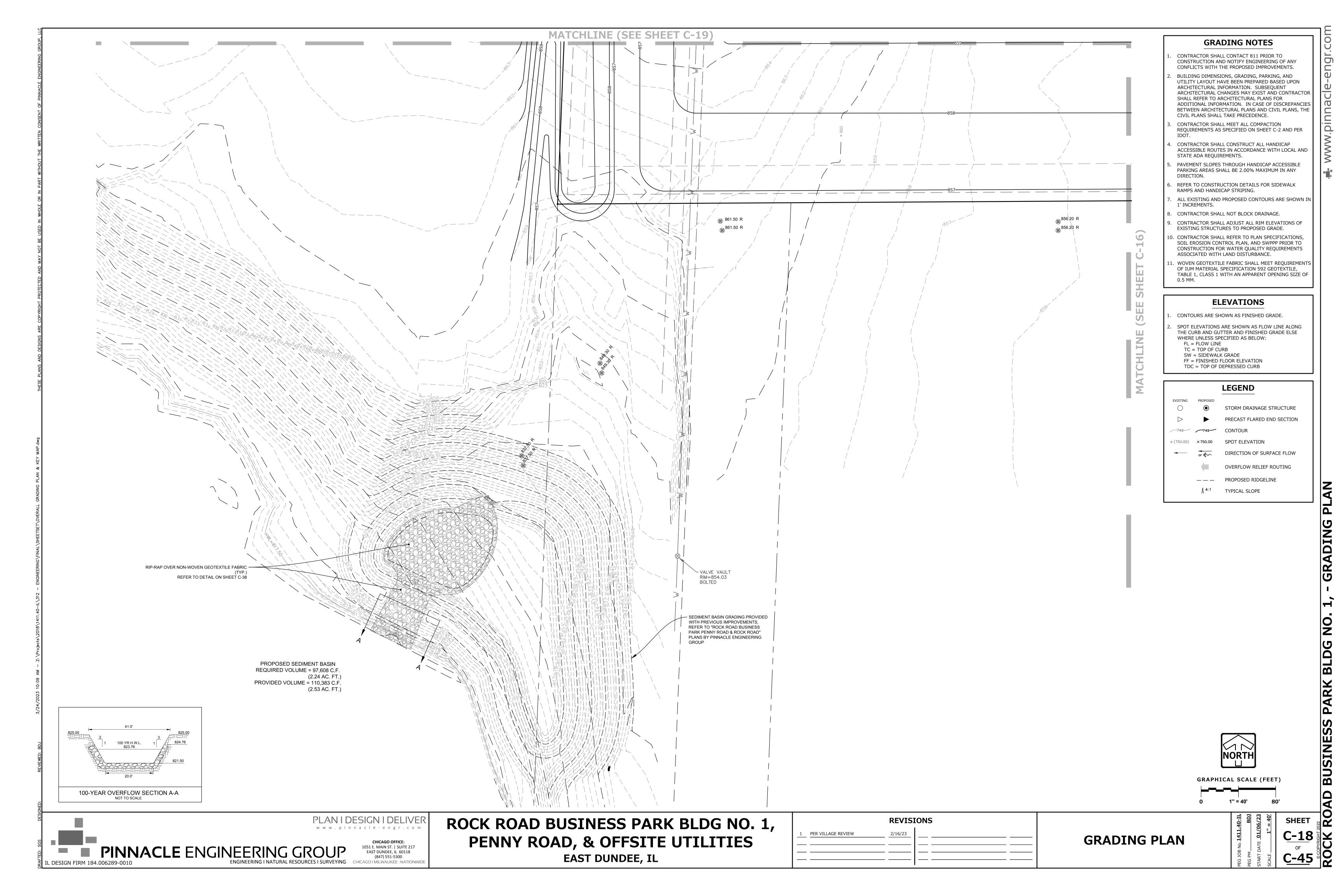
PENNY ROAD, & OFFSITE UTILITIES EAST DUNDEE, IL

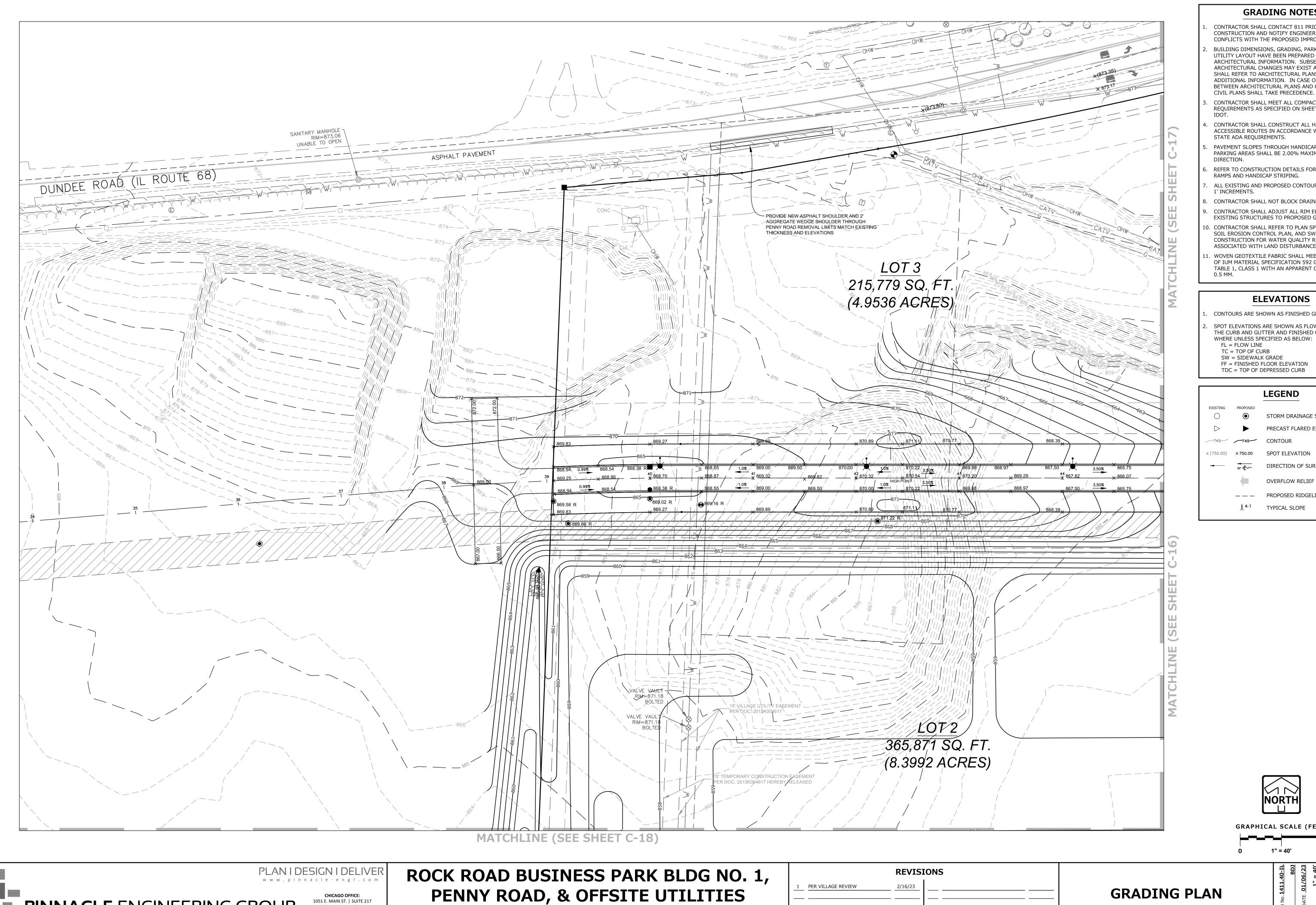






RADING PLAN





GRADING NOTES

CONTRACTOR SHALL CONTACT 811 PRIOR TO CONSTRUCTION AND NOTIFY ENGINEERING OF ANY CONFLICTS WITH THE PROPOSED IMPROVEMENTS.

UTILITY LAYOUT HAVE BEEN PREPARED BASED UPON ARCHITECTURAL CHANGES MAY EXIST AND CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR ADDITIONAL INFORMATION. IN CASE OF DISCREPANCIES BETWEEN ARCHITECTURAL PLANS AND CIVIL PLANS, THE

CONTRACTOR SHALL MEET ALL COMPACTION REQUIREMENTS AS SPECIFIED ON SHEET C-2 AND PER

CONTRACTOR SHALL CONSTRUCT ALL HANDICAP ACCESSIBLE ROUTES IN ACCORDANCE WITH LOCAL AND STATE ADA REQUIREMENTS.

PAVEMENT SLOPES THROUGH HANDICAP ACCESSIBLE PARKING AREAS SHALL BE 2.00% MAXIMUM IN ANY

REFER TO CONSTRUCTION DETAILS FOR SIDEWALK RAMPS AND HANDICAP STRIPING.

ALL EXISTING AND PROPOSED CONTOURS ARE SHOWN IN

3. CONTRACTOR SHALL NOT BLOCK DRAINAGE.

CONTRACTOR SHALL ADJUST ALL RIM ELEVATIONS OF EXISTING STRUCTURES TO PROPOSED GRADE.

. CONTRACTOR SHALL REFER TO PLAN SPECIFICATIONS, SOIL EROSION CONTROL PLAN, AND SWPPP PRIOR TO CONSTRUCTION FOR WATER QUALITY REQUIREMENTS ASSOCIATED WITH LAND DISTURBANCE.

WOVEN GEOTEXTILE FABRIC SHALL MEET REQUIREMENT OF IUM MATERIAL SPECIFICATION 592 GEOTEXTILE, TABLE 1, CLASS 1 WITH AN APPARENT OPENING SIZE OF

ELEVATIONS

CONTOURS ARE SHOWN AS FINISHED GRADE.

SPOT ELEVATIONS ARE SHOWN AS FLOW LINE ALONG THE CURB AND GUTTER AND FINISHED GRADE ELSE WHERE UNLESS SPECIFIED AS BELOW:

TC = TOP OF CURB

SW = SIDEWALK GRADE FF = FINISHED FLOOR ELEVATION

LEGEND

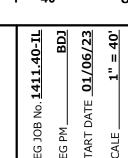
STORM DRAINAGE STRUCTURE PRECAST FLARED END SECTION

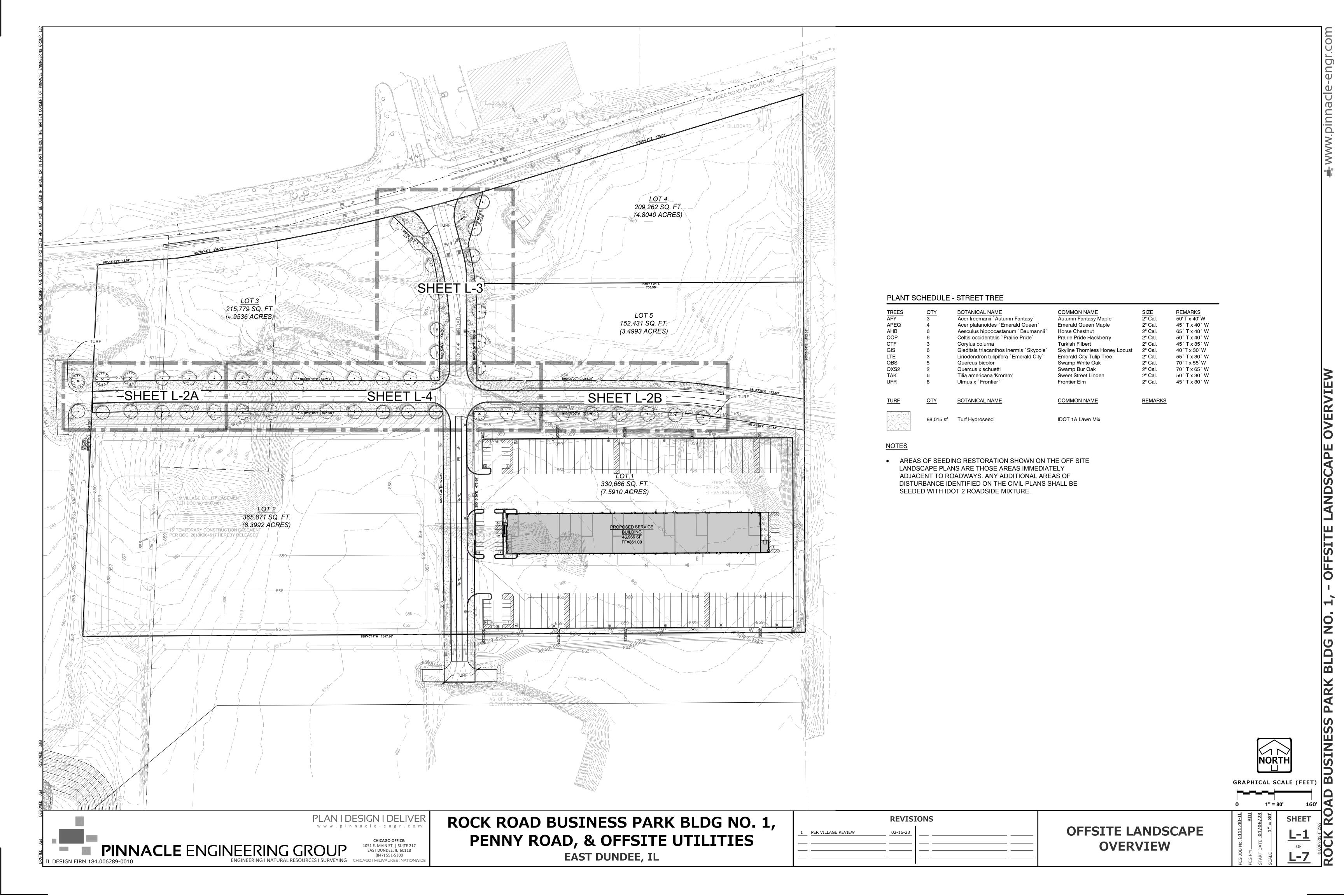
DIRECTION OF SURFACE FLOW

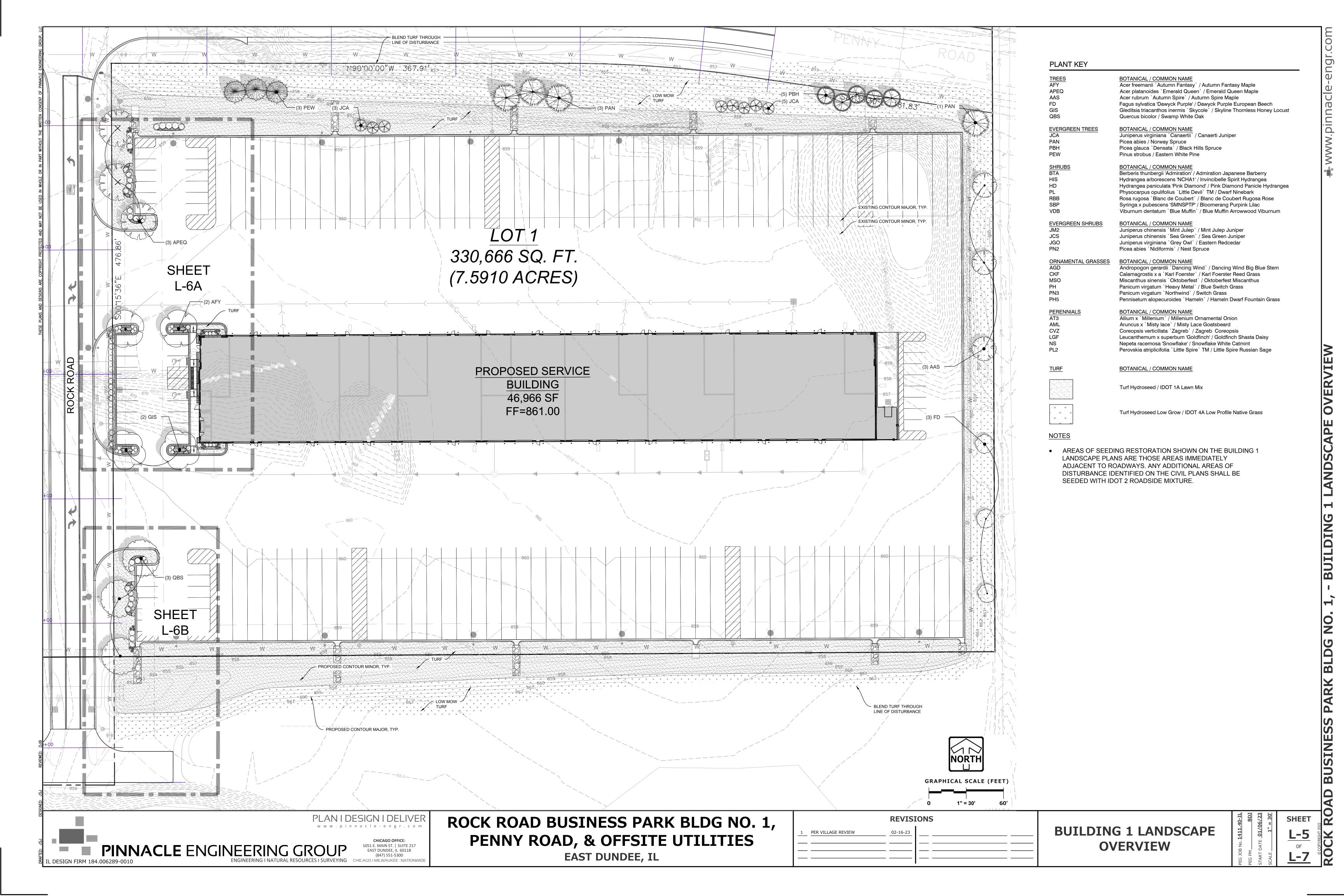
TYPICAL SLOPE

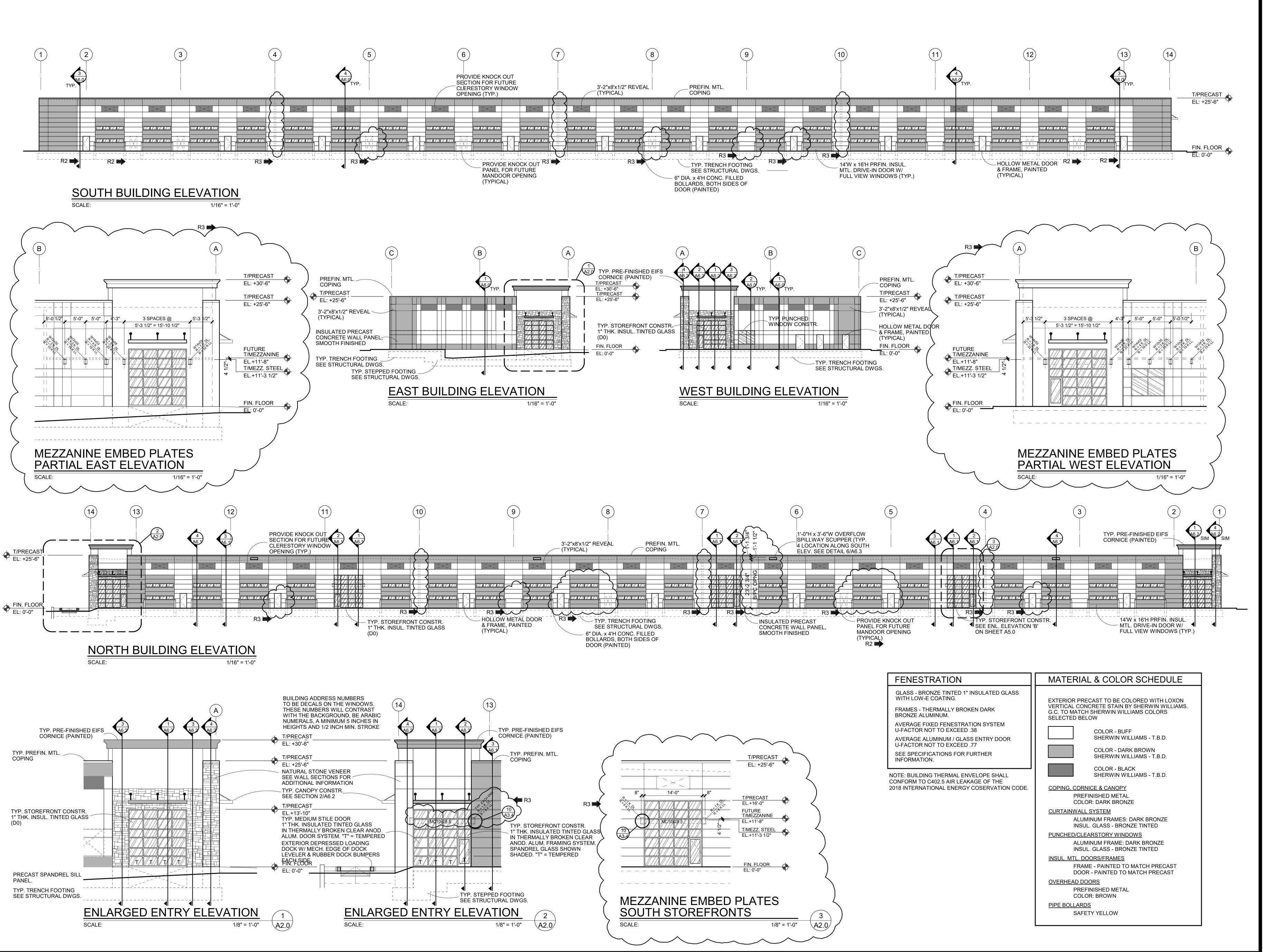
PINNACLE ENGINEERING GROUP

PENNY ROAD, & OFFSITE UTILITIES EAST DUNDEE, IL









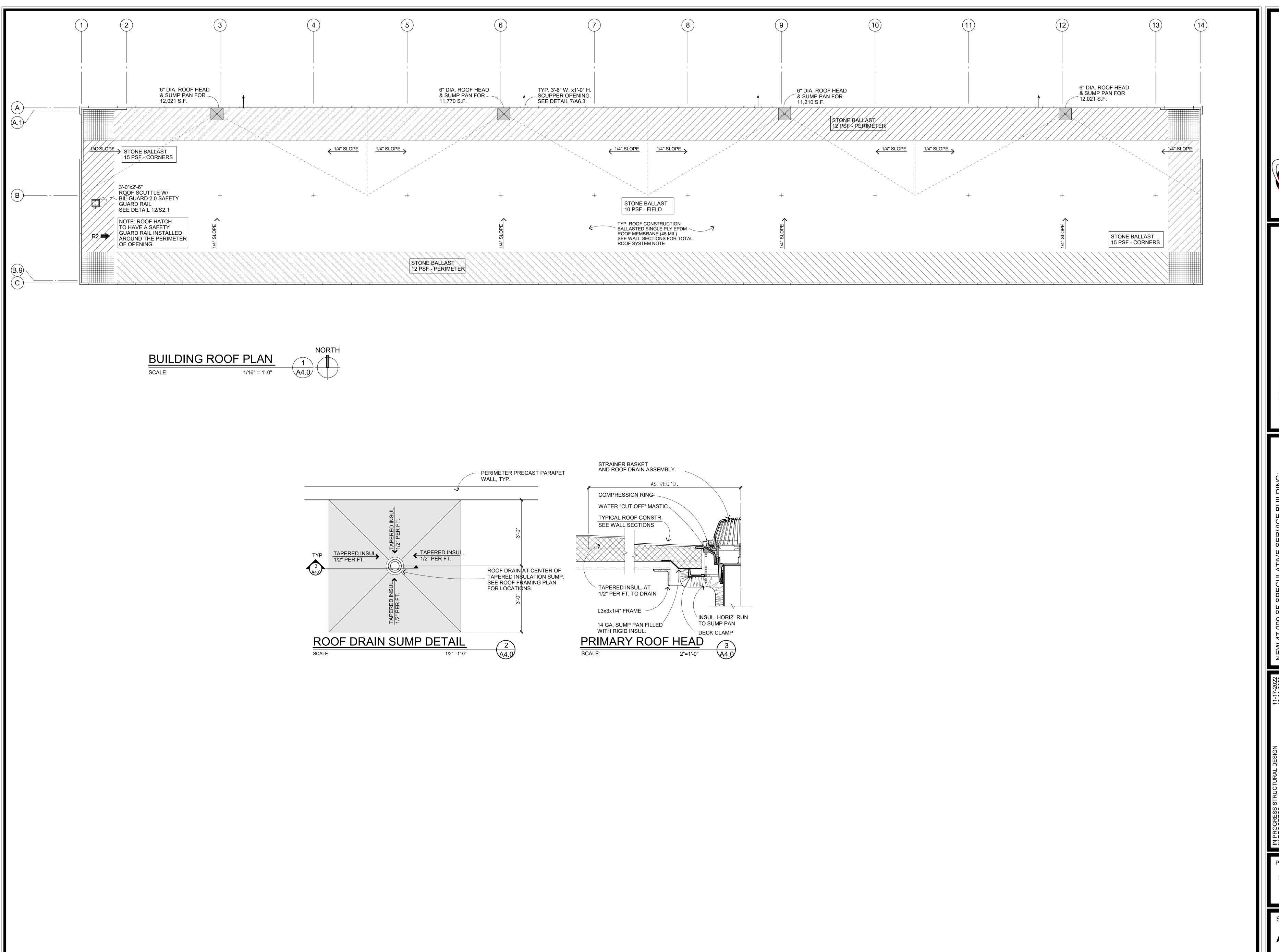
BUILDING BUIL

SPECULATI ERVICI v 47,000 RRA 世

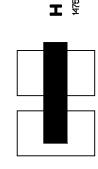
PROJECT NO: 222255 **DRAWN BY** DATABASE

SHEET NO.

222255M.DB



HARRIS ARCHITECTS IN 1476 E. WOODFELD PD. SLITE BZB SCHALMEUR, ILLNOS BOITS 847.303.



SERVICE BUILDING:

BUILDING

EAST DUNDEE, ILLI

NEW 47,000 SF SPECULATIVE SERVIC

TERRA SERVICES BUI

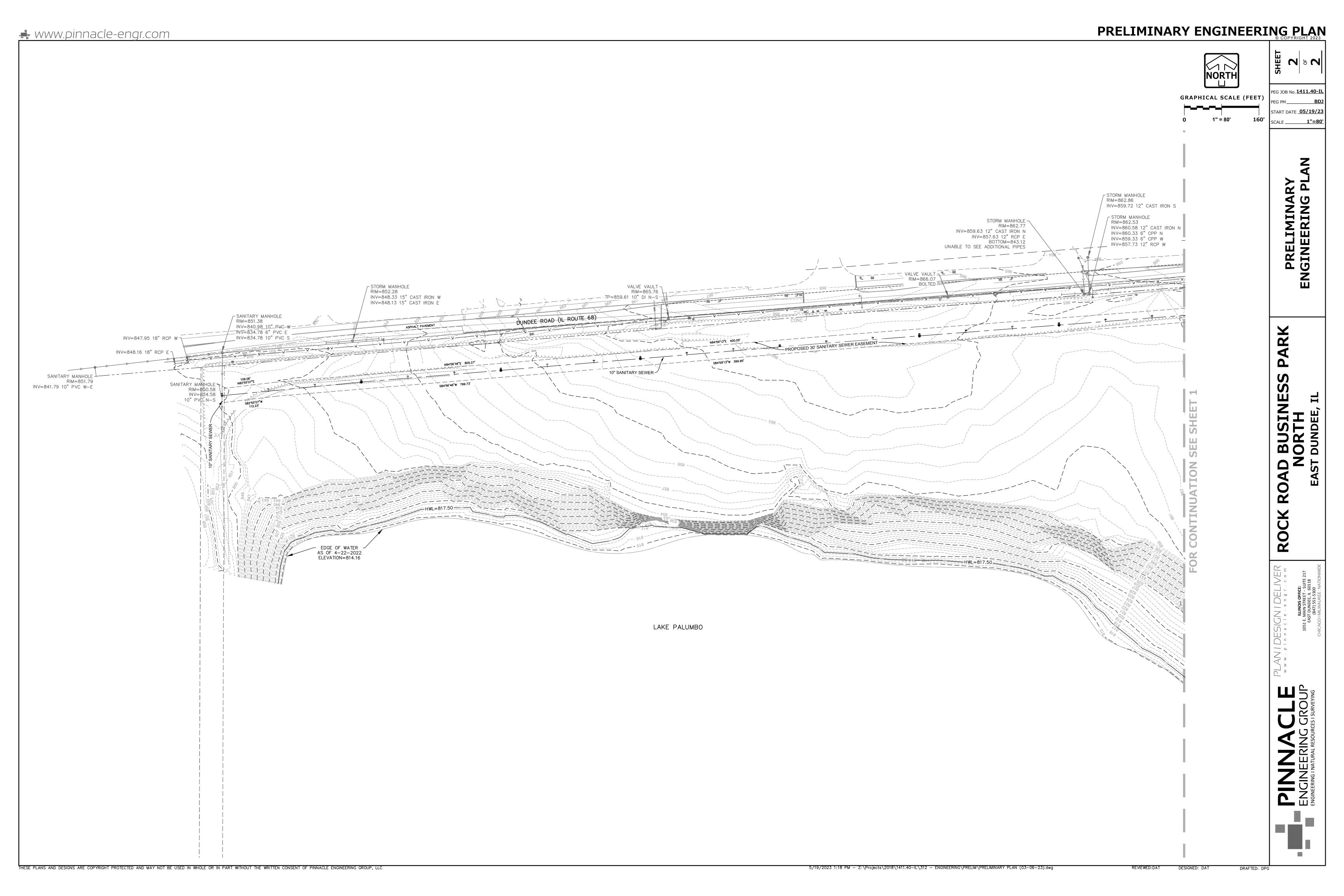
12-09-2022 12-21-2022 01-30-2023 02-10-2023 02-16-2023 03-06-2023

IN PROGRESS STRUCTURAL DESIGN
IN PROGRESS
ISSUED FOR PERMIT
R1 REVISION
R2 REV. PER VILLAGE COMMEN'
STRUCTURAL MEZZANINE DESIGN
R3 REVISION

PROJECT NO:
222255
DRAWN BY:
GL
DATABASE:
222255M.DB

A4.0

PRELIMINARY ENGINEERING PLAN **#** www.pinnacle-engr.com FINV=854.34 7'x8' BOX CULVERT /NY=854.45/7/x8 BOX CULVERT S PEG JOB No. **1411.40-I GRAPHICAL SCALE (FEET)** _ EXISTING M1 ZONING 10' PARKING SETBACK 25' BUILDING SETBACK PROPOSED DUNDEE ROAD (IL ROUTE 68) INTERSECTION IMPROVEMENTS 10' PARKING SETBACK ~40' BUILDING SETBACK EXISTING VILLAGE OF INV=865.31 12" CAST IRON E PRELIMINAF IGINEERING CORPORATE LIMITS STORM MANHOLE FOR (PROPOSED RETAIL DEVELOPMENT COMMON WEALTH L FUTURE STORM SEWER **EDISON COMPANY** CONNECTION FOR LOT 209,262 SQ. FT. (4.8040 ACRES) SANITARY SEWER MANHOLE 20' BUILDING SETBACK -PROPOSED M1 ZONING FOR FUTURE SANITARY
SERVICE CONNECTION FOR EXISTING VILLAGE OF BARRINGTON HILLS SANITARY SEWER MANHOLE FOR 10' PARKING SETBACK -FUTURE SERVICE CONNECTIONS LOT NO. 3 DEVELOPMENT LOT-3 EXISTING PENNY ROAD R.O.W. TO BE VACATED (PROPOSED RETAIL DEVELOPMENT) 8" SANITARY SEWER -(PARCEL DEDICATED TO VILLAGE OF EAST DUNDER) 215,779 SQ. FT. 152,431 SQ. FT. (4.9536 ACRES) EXISTING PUBLIC UTILITIES ARE TO BE RELOCATED INTO PENNY ROAD z 25' BUILDING SETBACK $^{
u}$ PROPOSED M1 ZONING AND ROCK ROAD RIGHT OF WAY (STORMWATER PRETREATMENT AND DETENTION TO BE PROVIDED BY THE VILLAGE OF EAST DUNDEE FOR LOT NO. 5) FUTURE STORM SEWER CONNECTION 25' BUILDING SETBACK -~ 25' BUILDING SETBACK RIM=849.84 10' PARKING SETBACK 25' SANITARY SEWER ~10' PARKING SETBACK 40' BUILDING SETBACK ~ ~40' BUILDING SETBACK 10' PUBLIC UTILITY LOT 1 (PROPOSED SERVICE BUILDING) 330,666 SQ. FT. (7.5910 ACRES) UNPLATTED LANDS OWNER: PAL LAND II LLC PROPOSED M1 ZONING ELEVATION=834.88 RIM=871.18 03-24-177-006 **IMPACTED PINS** WATERMAIN STUB FOR FUTURE /LQT 2 PIN: 03-24-177-007-0000 LOT NO. 2 DEVELOPMENT FF=861.00 03-24-276-006-0000 (PROPOSÉD SERVICE BUILDING) 03-24-276-008-0000 365,871 SQ. FT. 03-24-276-005-0000 SANITARY SEWER STUB FOR FUTURE SERVICE (8.3992 ACRES) 03-24-276-007-0000 20' BUILDING SETBACK -PROPOSED M1 ZONING CONNECTION FOR LOT 10' PARKING SETBACK -NO. 2 DEVELOPMENT _ ~ 25' BUILDING SETBACK 25' BUILDING SETBACK / **LEGEND OF LINES** 10' PARKING SETBACK -~20' BUILDING SETBACK SOUTH LINE OF THE -NORTHEAST 1/4 OF FUTURE WATERMAIN CONNECTION √10' PARKING SETBACK TO EXISTING 12" WATERMAIN PARCEL BOUNDARY CENTER OF RIGHT-OF-WAY \$89°40'14"W 1547.96' 48" STORM SEWER 20' BUILDING SETBACK ~ ADJACENT BOUNDARY 10' PARKING SETBACK -NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 24 48" STORM SEWER SECTION LINE STORMWATER DETENTION IS UNPLATTED LANDS
OWNER: PAL LAND II LLC UNPLATTED LANDS PROVIDED FOR LOTS 1,2,3,4 ROCK STORM SEWER IMPROVEMENTS BUILDING SETBACK OWNER: PAL LAND II LLC ROAD AND PENNY ROAD WEST OF TAX KEY # SINSTALLED WITH PREVIOUS TAX KEY # ROCK ROAD ONLY DEVELOPMENT / APPROVAL PUBLIC UTILITY EASEMENT LINE EDGE OF WATER AS OF 4-22-2022 APPROVAL OF PRELIMINARY PLAN PINDEERING ENGINEERING ELEVATION=814.16 EXISTING VILLAGE O The preliminary plan of a subdivision shown heron has received approval by the Board — EAST DUNDEE 胡鹃鹃鹃 of Trustees of the Village of East Dundee, Illinois, and upon compliance by the subdivider with M1 ZONING requirements of qualifications governing the approval of preliminary plans and with other revisions and stipulations that may be required, the Village Board will receive the final plat for consideration when submitted by the subdivider in such form and within such time as required by this subchapter, and approved by the Plan Council. Approval of the subdivision is only **AREA SUMMARY** STORMWATER PRETREATMENT IS preliminary. Approval allows the subdivider to prepare improvement plans and/or a final plat. PROVIDED FOR LOTS 1,2,3,4 ROCK ROAD AND PENNY ROAD WEST OF ROCK ROAD ONLY The Board of Trustees of the Village of East Dundee, Illinois. LOT 1 330,666 SQUARE FEET OR 7.5910 ACRES LOT 2 365,871 SQUARE FEET OR 8.3992 ACRES LOT 3 215,778 SQUARE FEET OR 4.9536 ACRES HVALVE VAULT 209,262 SQUARE FEET OR 4.8040 ACRES LOT 4 President LAKE PALUMBO | RIM=854.03 LOT 5 152,442 SQUARE FEET OR 3.4996 ACRES Village Clerk 175,777 SQUARE FEET OR 4.0353 ACRES 1,449,796 SQUARE FEET OR 33.2827 ACRES 5/19/2023 1:44 PM - Z:\Projects\2018\1411.40-IL\312 - ENGINEERING\PRELIM\PRELIMINARY PLAN (03-06-23).dwg



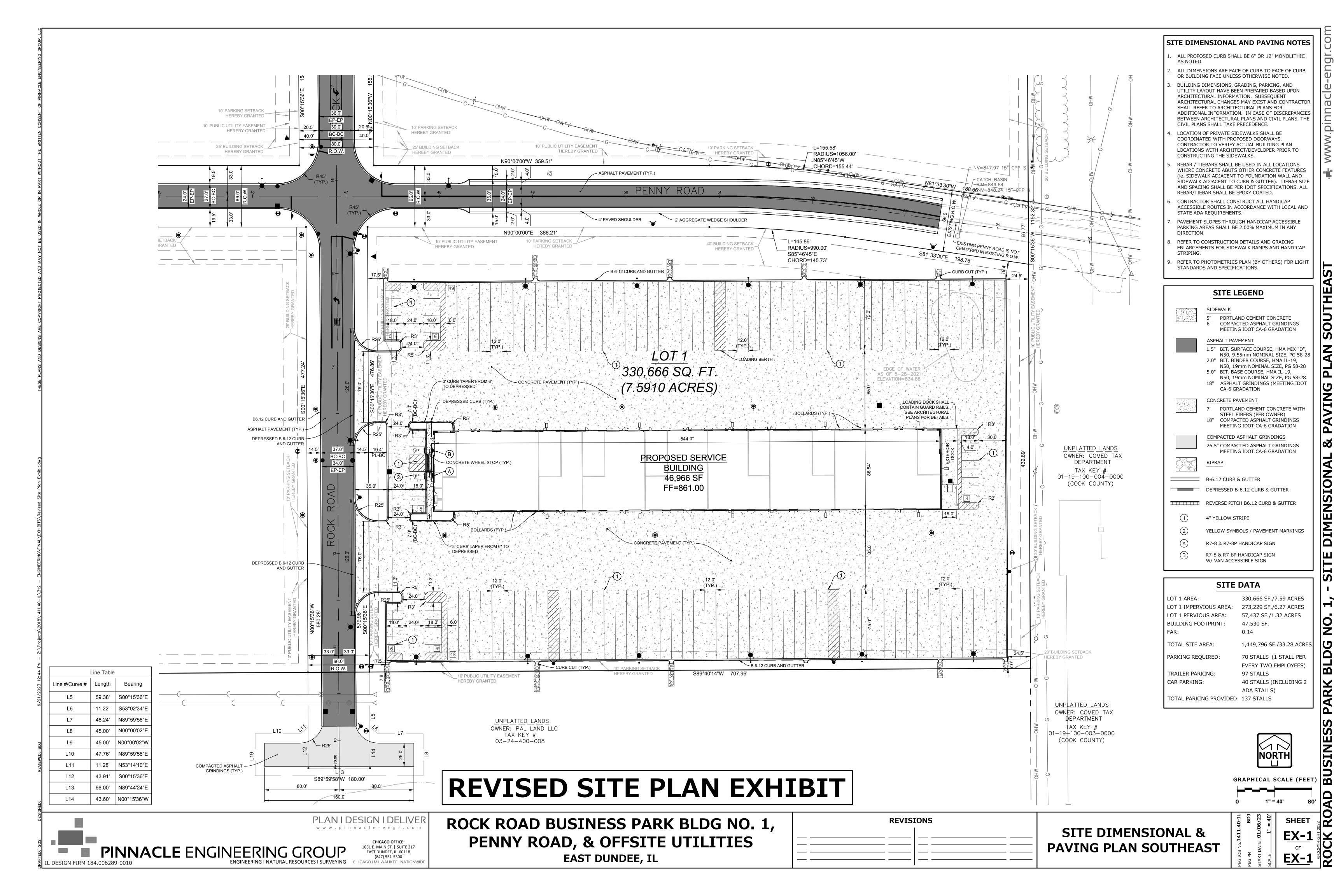
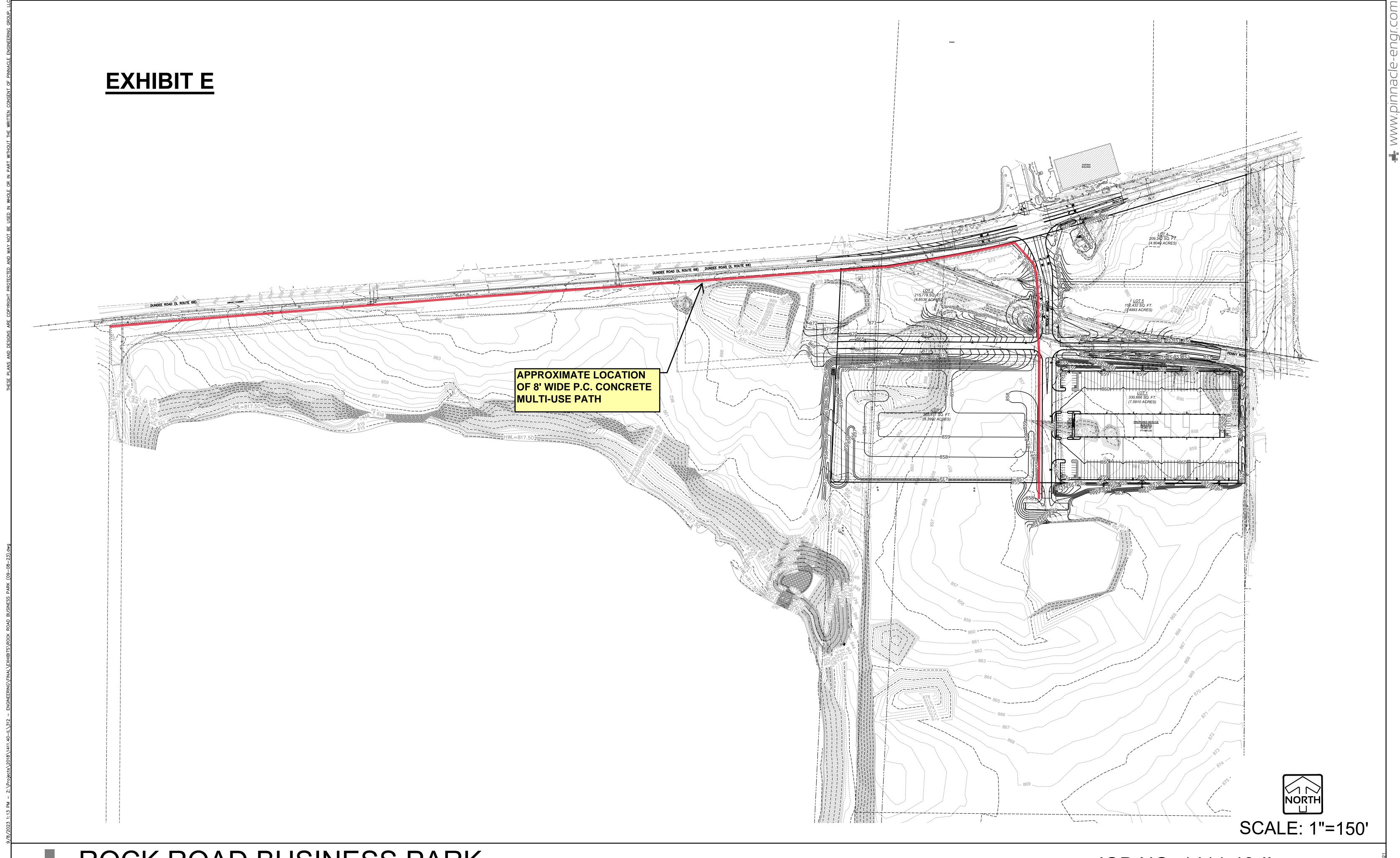


EXHIBIT E MULTI-USE PATH DESIGN SPECIFICATIONS



ROCK ROAD BUSINESS PARK
PINNACLE ENGINEERING GROUP 1051

JOB NO. 1411.40-IL 09/08/2023

EXHIBIT F

ENGINEERING REVIEW MEMO



Gerald L. Heinz & Associates, Inc.

Consulting Engineers and Professional Land Surveyors

MEMORANDUM

DATE: June 21, 2023

TO: Erika Storlie, Village Administrator AT: East Dundee

FROM: Joseph D. Heinz, P.E.

SUBJECT: Terra Business Park Phase II (33 Acres) and PUD Amendment to

Ordinance 07-51 (119 Acres)

Job No. ED-2304

Introduction:

This staff report provides an overview and analysis of the proposed Planned Unit Development (PUD) project, Terra Business Park Phase II within the Village of East Dundee corporate limits. The purpose of this report is to present the key details of the project, evaluate its compliance with the relevant zoning regulations, and offer recommendations for consideration by the Planning & Zoning Commission and Village Board.

Project Description:

The Terra Business Park Phase II PUD is a mixed-use development planned on a 33 parcel of land located near the Illinois Route 68 and Penny Road intersection and PUD Amendment to Ordinance 07-51 is for the Original Terra Business Park north of Illinois Route 72. The project proposes M-1 as a base zoning along with requested uses in the B2, B3, and B4 zoning districts as permitted uses. There are several departures from the Village Code of Ordinances that are being requested as part of the application.

The subject property is currently zoned R1, B3, and M1. The adjacent uses are M1 to the north, R1 to the west, M1 to the south, and the Commonwealth Edison right-of-way corridor to the east.

Project Components:

The Terra Business Park Phase II PUD is comprised of five (5) lots and is proposed to be developed similar to the existing Terra Business Park development to the south. Penny Road is to be vacated west of the Rock Road extension to drop the existing skewed intersection at Penny Road and IL Route 68. The Rock Road extension is proposed to line up with Prairie Lakes Road at Illinois Route 68. The Illinois Department of Transportation (IDOT) is currently reviewing the proposed roadway

intersection improvement plans. Lot 1 is proposed to be developed concurrently with the subdivision improvements.

Infrastructure: The developer intends to invest in necessary infrastructure improvements, such as road enhancements, utility connections, and stormwater management systems, to support the development and ensure its integration into the existing village infrastructure. The existing village infrastructure has adequate capacity to serve the proposed development.

Zoning Analysis:

The proposed PUD falls within the "Eastern Growth Area" as noted in the village's comprehensive plan (2002). The proposed PUD does not align with the goals and objectives within the plan, which depicts this area as General Business and Planned Development Residential. Although the development does not follow the comprehensive plan, the village has zoned the majority of the property M1 which conflicts with the comprehensive plan. As the plan is over 20 years old, we would suggest that the proposed use is appropriate, given the trend of development in the area.

In addition to the requested permitted "B" uses, the PUD application proposes the following departures from the Village Code of Ordinance:

Principal Structure Requirements	Required	Proposed
Front Yard	40.0'	40.0'
Side Yard fronting a street	40.0'	25.0'
Side Yard	25.0'	20.0'
Rear Yard	40.0'	20.0'
Building Height	35' Max.	Height needed to screen
		rooftop equipment
Parking Setback Requirements		
Front Yard Parking Setback	40.0'	10.0'
Side Yard fronting a street Parking Setback	40.0'	10.0'
Side Yard	0.0'	10.0'
Rear Yard	0.0'	10.0'
Signage Requirements		
Business signage standards to apply to all lots.		
Free standing signs to follow Village Ordinance	e 06-46	
Free standing sign setback	15.0'	0.0'
Landscape Requirements		
Required Open Space	15%	5%
Front Yard Parking Screening with Shrubs	75%	0%
Front Yard Parking Screening with Trees	30' Spacing	100' Spacing
Side/Rear Parking Screening with Shrubs	50%	0%

Side/Rear Parking Screening with Trees	40' Spacing	100' Spacing
Parking Islands	1 per 10 stalls	1 per 22 stalls
Truck Parking Islands	1 per 10 stalls	None
Parking Island adjacent to Truck Parking	Required	None
Island size	7' Wide	400 SF
Foundation Area Landscaping	5' Min. Width	None
Trash Enclosure	Masonry Wall	Landscaping
Storage Facilities	Solid Wall or Fence	Landscaping

Subdivision Requirements

Sidewalk	Optional in M-1	None
Street R.O.W.	80'	66'

Impact Assessment:

Traffic:

The PUD developer has conducted a traffic impact study to assess the potential impact on the surrounding road network. The study indicates that with the proposed infrastructure improvements, the project will not result in significant adverse traffic congestion. A traffic signal is projected to be warranted within 5 years.

Environmental Impact: The PUD aims to minimize the environmental impacts thru development of a reclaimed aggregate mine, stormwater management systems, and preservation of the lake and surrounding open spaces.

Community Benefits: The development offers several community benefits, including increased commercial/industrial site options, job creation through construction, industrial and commercial spaces, and potential economic growth for the village.

Recommendations:

Recommend approval of the Terra Business Park Phase II Preliminary Planned Unit Development (PUD) proposal, rezoning the property within the PUD to M-1, allow the requested additional B2, B3, and B4 uses, and approval of requested Village Code variances, subject to the fulfillment of any outstanding requirements and conditions.

- Any requested IDOT geometric changes to the roadway and rights-of-way will be considered minor revisions to the preliminary PUD and will not require the Planning and Zoning Commission to review and make recommendation due to the changes.
- Any subdivided lots not yet improved with any building may be used for outside, unscreened truck/vehicle parking with waivers for:
 - o Paving of the parking area.
 - o Curb and gutter for the parking area.

- o Parking lot lighting.
- o Parking lot landscaping.

The above waivers are approved subject to the following conditions:

- O The Developer is in compliance with all applicable laws, ordinances, regulations and legal requirements; (ii) not in breach of any agreement(s) with the Village; and (iii) not in arrears on any amount due and owing the Village.
- o The Developer is not in breach of any agreement(s) with the Village.
- o The Developer is not in arrears on any amount due and owing the Village.
- The Developer tests the soil on the Property for environmental contaminants no less than once per twelve (12) month period the waivers are in effect, in the manner directed by the Village, and provides the Village with a written report from the company conducting the testing with the results thereof.
- o The Developer ensures that no hazardous materials are placed on the Property.

Please let us know if you require any further information or clarification.

PROJECT NARRATIVE TERRA BUSINESS PARK PHASE II (33 ACRES) And PUD AMENDMENT TO ORDINANCE 07-51

Pal Land, LLC, Pal Land II, LLC

By its PUD ordinance 07-51 and as subsequently amended (collectively, the "2007 PUD"), the Village established a planned industrial park known as the Terra Business Park for the Petitioner's approximate 119 acres of land immediately north of Illinois Route 72 (the "First PUD Parcel"). The Petitioners own approximately 33 acres of land surrounding the intersection of Penny Road and Illinois Route 68 and to the south thereof, as depicted on the attached PUD Plan (the "Additional Land"). The Petitioners seek to obtain substantially the same PUD approvals, including, without limitation, the departures //variances therein approved (herein referred to as "departures")) with respect to this Additional Land as the Village previously approved for the Terra Business Park in the 2007 PUD Ordinance. With such PUD approval in place for the Additional Land, the Petitioners will be able to move forward with the same type of efficient and high-quality development as has occurred as to the First PUD Parcel.

Included with this Development Application are, among other things, the Preliminary PUD Plan for Terra Business Park Phase II prepared by Pinnacle Engineering dated May 17, 2023 as its project number 1411.40 (the "**Preliminary PUD Plan**"), and the Preliminary Plat of Subdivision for Terra Business Park Phase II prepared by Pinnacle Engineering dated January 6, 2023 with last revision date of May 19, 2023 and the associated Preliminary Engineering Plans prepared by Pinnacle Engineering dated May 19, 2023 (collectively, the "Preliminary **Plat and** Preliminary **Engineering**").

The uses (permitted and conditional) requested to be allowed under the requested M-1 PUD requested by this Application include (1) any and all uses as authorized under the B2, B3, and B4 zoning classifications as set forth in the Municipal Code of the Village of East Dundee, and (2) those M-1 permitted and conditional uses as set forth on Exhibit 1 attached hereto, and (3) for the avoidance of doubt, the following additional permitted uses:.

- (a) Gas station and retail;
- (b) Retail and Office;
- (c) Automotive & Retail;
- (d) Retail & Warehouse;
- (e) Office;
- (f) Industrial & Manufacturing with on-site storage;
- (g) Motor Truck Terminal;

The PUD entitlements requested herein are substantially similar departures allowed in the 2007 PUD.

In accordance with Section 157.243B(2), as part of the requested PUD, the Applicant is requesting the following departure Departures to / from the standard ordinance requirements of the proposed M-1 zoning district and the inclusion of the following additional provisions:

Use departures: A departures to permit a full range of light industrial and commercial uses throughout the property. The proposed use list includes most all uses permitted in the M-1 and B-2 districts, as well as others from B-4 as detailed in the Applicant's initial application and addendum letter

Building setbacks: A departure to Section 157.066((A)6) to change the yard requirements to permit a 40-foot minimum front setback, 20-foot minimum setbacks on the interior sides and rears of all lots, and a 25-foot setback along any rear or side yard abutting a public street.

Building height: A departure to Section 157.066(A)(5) to allow roof-top screening to exceed the maximum building height of 35 feet by the least amount reasonably determined by the Village Administrator or Building Inspector as needed to accomplish the screening of roof-top equipment.

Parking setback: A departure to Section 157.148 to permit parking in the required front, rear, and side yard setbacks with a reduced setback to ten (10) feet.

Off-Street Parking Stalls: A departure from 157.150 (V) in the context of the absence of information as to the number of employees so as to allow for 40 automobile parking stalls and 98 truck parking stalls with the understanding that if an occupant or occupants of the building have more than 40 employees and the Village determines that there are inadequate automobile parking stalls, then the Village may require the owner to convert certain of the truck parking stalls to automobile parking stalls to make up the deficiency.

Off-Street Parking Stalls: A departure from Section 157.127(B) so as to permit the requirement of two (2) loading berths to be fulfilled by one loading dock attached to the building and one truck parking stall designated for such purpose.

Business district signage: A departure to permit the signage standards applicable to business districts (as provided in Chapter 156 of the Village Code) apply to all lots within the subdivision regardless of use.

Freestanding signage: A departure (i) to have the standards for freestanding signs included in Village Ordinance 06-46 apply to all lots within the subdivision with the exception that electronic signs shall be prohibited except as permitted in said Ordinance, and (ii) from Section 156.04(A)(3)(d) "Sign Minimum Setback" to allow signage to be placed up to the lot line of each lot instead of observing the typical 15 ft. setback..

A departure to permit utility connections for electric, telephone, and cable to lots and buildings to be installed above-ground in lieu of the requirement to have these utilities located underground

provided that all such overhead connections shall be made, whenever practicable, at the rear or side of the buildings.

A departure to Sec. 158.04 - Landscape Requirements. A departure to permit the landscape standards to be departed from as to all Lots in a manner consistent with the Building 1 Landscape Overview plan having last revision date of 2/16/23 prepared by Pinnacle Engineering Group.

A departure to Sec. 158.04 B - Minimum landscaped open space area. A departure to permit the minimum landscaped open space area for the Subject Property to be reduced to 5% in lieu of the 15% required by the captioned section.

A departure from 158.04 B(D)(2)(a)2 of the Landscape Chapter of the East Dundee Village Code requiring that interior parkway landscaping shall have 3' shrubs for 75% coverage along with parkways trees every 30' are hereby granted so as to eliminate the requirement of shrubs and to require parkways trees not more than every 100 feet.

A departure from Section 158.04(D)(2)(b)4b of the Landscape Chapter of the East Dundee Village Code requiring that Type 2 perimeter landscaped areas shall have 3' shrubs for 50% coverage along with trees every 40' is hereby so as to eliminate the requirement of shrubs and to require parkways trees not more than every 100 feet..

Departures from Section 158.04(D)(2)(d)(2)(b), Landscape requirements, of the Minimum Landscaping, Screening and Tree Preservation Standards Chapter of the East Dundee Village Code requiring a maximum of ten parking spaces will be permitted in any length of parking bay between planting islands are hereby granted so as to (i) permit a maximum of twenty-two (22) parking stalls between planting islands for automobile parking areas at the rear and interior sides of buildings only, (2) eliminate the requirement pf parking islands in areas designated and / or intended for truck and equipment parking, and (3) eliminate any curbed parking island that is immediately adjacent to and abutting truck parking stalls.

A departure / departure from the Village parking lot design requirements to require interior landscaped islands with a minimum of four hundred (400) square feet at all parking aisle ends and in addition, a minimum of one such landscaped island at the end of 50th parking stall for cars, but with no such islands required with respect to parking reserved for truck / trailer parking. Aisle end islands shall count toward meeting this requirement.

A departure from Section 158.04D(2)(c) Landscape requirements, of the Minimum Landscaping, Screening and Tree Preservation Standards Chapter of the East Dundee Village Code requiring a minimum five-foot wide landscape area adjacent to all building walls (exclusive of driveways, access walks, and service and delivery areas), calling for planting to be emphasize ground plane transitions and softening large expanses of building walls, when possible, accenting building entrances and architectural features, and screening mechanical equipment, and, where extended roofs or canopies are used to provide a covered walkway adjacent to a building foundation stating that such plantings are not required to be departed from as to all Lots in a manner consistent with the Building 1 Landscape Overview plan having

last revision date of 2/16/23 prepared by Pinnacle Engineering Group.

A departure / departure to allow the public right of way referred to as the Rock Road extension, and all other subdivision streets, to be built with a 66 ft. ROW and with 37 ft. pavement back-to-back instead of a larger (80 ft) ROW and pavement area.

A departure / departure from Section 155.048 so as to eliminate the requirement of sidewalks.

A departure with regard to Section 158.0E(1)(a) to allow trash receptacles and storage facilities to be screened with landscaping as opposed to masonry structures, including, without limitation, those visible from residential areas or public rights of way..

The Preliminary PUD Plan, Preliminary Plat and Preliminary Engineering are hereby approved subject to final approval by IDOT as to the proposed geometry of the proposed Rock Road / Route 68 intersection shown thereon. If IDOT requires changes to such of the proposed geometry of the proposed Rock Road / Route 68 intersection, such changes may be incorporated into the Final PUD Plan and the Final Plat and Final Engineering to the extent acceptable to the Village engineer without the necessity of any further public hearings or further action by the corporate authorities of the Village.

The development of proposed Lot 1 as shown on the Preliminary PUD Plan is approved (subject to the issuance of building permits) and may proceed following the adoption of this ordinance even if the Final PUD Plan and the Final Plat and Final Engineering have not yet been approved. Any departures that are discernable from the Lot Preliminary PUD Plan but not otherwise expressly called out and requested herein are nevertheless approved for all Lots

The other lots within the ultimately approved Final Plat of Subdivision for Terra Business Park Phase II may be developed and improved without further public hearings or action by the corporate authorities so long as the Village staff and Village engineer determine that the proposed development contained within the building permit application substantially conforms to the design requirements contained in this ordinance.

As to any lots or unsubdivided areas not yet improved with any building, such lots / areas may be used for outside, unscreened truck / vehicle parking similar to what has been previously approved by the Village in the southerly portion of the Terra Business Park, and in connection therewith the following waivers are hereby approved:

A. Pursuant to Section 157.193(A)(1) of the Zoning Ordinance, the requirement for paving of permanent roadways and parking lots in Section 157.147 of the Zoning Ordinance is waived, provided that all required off-street parking is provided at the Property and that driveway access to the Property shall have asphalt shavings or a crushed stone base and provided that the Developer shall take steps to control dust and other

particles; and

- B. Pursuant to Section 157.193(A)(2) of the Zoning Ordinance, the requirement for installation of curbs and gutters in 57.101 of the Village of East Dundee Village Code ("Village Code") is waived, provided that the Developer shall comply with all applicable storm water drainage requirements; and
- C. Pursuant to Section 157.193(A)(3) of the Zoning Ordinance, the requirement for parking lot lighting installation and use in Section 157.149 of the Zoning Ordinance is waived, provided that no activity on the Property shall be scheduled or occur after dusk; and
- D. Pursuant to Section 157.193(A)(4) of the Zoning Ordinance, the requirement of parking lot landscaping in Section 157.149 of the Zoning Ordinance is waived, including placement of trees and shrubbery.

The waivers approved in subparagraphs A - D immediately above shall be in effect as to lots or unsubdivided areas not yet improvement with any building so long as:

- I. The Developer is in compliance with all applicable laws, ordinances, regulations and legal requirements; (ii) not in breach of any agreement(s) with the Village; and (iii) not in arrears on any amount due and owing the Village.
- II. The Developer is not in breach of any agreement(s) with the Village.
- III. The Developer is not in arrears on any amount due and owing the Village.
- IV. The Developer tests the soil on the Property for environmental contaminants no less than once per twelve (12) month period the waivers are in effect, in the manner directed by the Village, and provides the Village with a written report from the company conducting the testing with the results thereof.
- V. The Developer ensures that no hazardous materials are placed on the Property.

As to the requested map amendment of the westerly portion of the land from R-1 to M-1 PUD, the Petitioner states that the proposed map amendment meets the standards for same as set forth in Section 157.223 of the Village Code., Specifically, the prosed map amendment:

- 1. Is compatible with the uses of property within the general area of the property in question;
 - 2. Is compatible with the zoning of nearby property.

- 3. The current residential zoning classification Is not suitable given other nearby land uses.
- 4. The trend of development is inconsistent with residential zoning, but instead is consistent with the requested M-1 PUD zoning.
- 5. The highest and best use of the property is for industrial / commercial development. As to the requested Planned Unit Development, the Petitioner states that the proposed PUD meets the conditions for approval as set forth in Village Code Section 157.249. Specifically, the proposed PUD:
- (A) meets the requirements and design standards for PUDs as set forth in Village code Section 157.250;
- (B) The requested deviations and required departures / waivers of the bulk regulations in the zoning ordinance are consistent with those approved for the original portion of Terra Business Park.
- (C) There will be significant public benefit produced by the Planned Unit Development, such increased economic development, increased jobs, an improved roadway system.
- (D) The requested Planned Unit Development is entirely compatible to the development of the land to the south and north. The land to the east is a Commonwealth Edison right of way. The land to the west is owned by the Petitioner and in no intended for development.
- (E) The proposed Planned Unit Development fulfills the objectives of the future planning objectives or other planning policies of the village.

EXHIBIT 1 M-1 PERMITTED AND SPECIAL USES

Allowable uses of land and buildings: P: Permitted by-right S: Permitted by special use permit			trict (M-1
Allowable uses of land and buildings: P: Permitted by-right S: Permitted by special use permit		Limited Manufacturing District (M-1) PUD	
(a) Agriculture and natural resource uses.			
1. Resource conservation.			
2. Cultivation.			
3. Livestock.			
4. Agricultural support.			
Farm and garden supply store		P	
Feed store		P	
5. Mineral extraction and batch operations.			
Batch asphaltic concrete, cement concrete or morplant	rtar mixing	S	
Stone or gravel quarry; crushing, grading, washing and loading operations shall, at a minimum, conform with the applicable regulations set forth in § 157.065		S	
(b) Residential uses.		•	
1. Single-family and two-unit dwellings.			
2. Multiple-family dwellings.			
3. Group living facilities.			
(c) Retail uses.			
1. General merchandise.			
Building material sales		P	
Direct selling establishment where products are stored		P	
Gun shop		S	
Tombstone and monument sales		P	
2. Food and beverage.		P	added
3. Greenhouses and nurseries.			
Greenhouse and nursery; retail		P	

Greenhouse and nursery; wholesale	P	
(d) Clubs, restaurants, taverns and lodging uses.		
1. Clubs, lodges and meeting halls.		
2. Restaurants, specialty foods and taverns.	P	added
Restaurant; no live entertainment or dancing	P	added
Restaurant; with live entertainment or dancing	P	added
Restaurant; drive-in or drive-through facilities	P	
Taverns	P	
3. Lodging.		
Hotel, including apartment hotel, dining room and meeting rooms	Р	
Motel	P	
(e) Recreation and entertainment establishments; public and p	private.	•
1. Indoor recreation and entertainment.		
Adult uses		
Commercial sports and entertainment establishment; subject to the licensure requirements of <u>Chapter 118</u> of the East Dundee Code of Ordinances	S	
Community center buildings, public or non-profit; includes clubhouses, recreation buildings, gymnasiums, swim clubs, swimming pools, tennis clubs, tennis courts, roller skating and ice skating rinks	P	
Museum	P	
Shooting range	S	
2. Outdoor recreation and entertainment.		
Drive-in theater	P	
Parks and playgrounds; privately-owned, not-for-profit	S	
Parks and playgrounds, publicly owned	P	
Shooting range	S	
(f) Service, contracting, storage and broadcasting uses.	•	
1. Personal services.		
Massage establishment and massage services; subject to the licensure requirements of <u>Chapter 111</u> of the East Dundee Code of Ordinances	S	
2. Dry cleaning and laundry services.		
Dry cleaning, laundry, dyeing and rug-cleaning establishment; with or without drive through and no limitation on the number of employees	P	

3. Finance, insurance and real estate services.	
Automatic teller machine as stand-alone structure	P
4. General services.	
Auction room	P
Catering establishment	P
Printing shop; no press size limitations	P
Secretarial service	
Scientific research agency	P
Taxidermist	P
Testing laboratory	P
Travel bureau and transportation ticket office	P
Undertaking establishment and funeral parlor	P
5. Contractor and repair shops and showrooms.	
Artists and industrial design studio	P
Furniture repair and upholstery	P
General minor repair or fix it shop	P
Interior decorating studio; includes upholstery and making draperies, slip covers and other similar articles when conducted as a secondary activity to the principal use	P
Lawn mower repair shop	P
Locksmith	P
Board showroom	P
Building services and supplies; no outside storage	P
Contractor shop; no outdoor storage	P
Contractor shop; with outdoor storage	P
Electrical shop and supply shop	P
Exterminating service	P
Heating and air conditioning retail sales and service	P
Plumbing and heating showroom and shop	P
Refrigeration shop, service and repair	P
Swimming pool sales and service	P
Sewer cleaning and rodding shop	P
Sign contractor; no outside storage	P
Window cleaning firm	P
6. Equipment and supplies.	
Bottled gas dealer	P

Business machines store	P
Equipment and appliance repair shop	P
Equipment rental and leasing service	P
Machinery sales establishment	P
Milk machine sales	P
Water softener service	P
Water sales and bottling	P
7. Storage, transport and mail order sales.	
Ambulance service	P
Frozen food locker	P
Limousine service	P
Mail order sales and warehousing	P
Storage, warehousing and wholesale establishments; does not include fuel oil, gasoline and other flammable material	P
8. Broadcasting facilities and recording studios.	
Radio and television broadcasting studio	P
Radio and television transmission or receiving tower	P
Recording studio	P
9. Tattooing.	S
(g) Automotive and related uses.	
1. Accessory sales.	
Automobile accessory, tire and battery stores	P
2. Fuels sales, service and repair.	
Automobile fuel sales; with or without service	P
Automobile and truck service without fuel sales; includes car washes, oil change service, repair facilities, and related uses not otherwise listed	P
Body and fender shop	P
Motor vehicle impoundment yard; subject to the provisions of § 157.065(A)(2)(a)	
Paint shop	P
Vehicle towing establishment; subject to the provisions of § 157.065(A)(2)(b)	S
3. Parking.	
Parking lot; commercial	P
4. Vehicle sales and rental.	
Boat dealer	P

Camper dealer (sales)	P
Mobile home dealer	P
Motor vehicle dealer, new or used	P
Motorcycle sales	P
Recreation vehicle sales or rental	P
Snowmobile, sales and service	P
Trailer sale or rental	P
(h) Office uses.	
1. Professional offices.	
Accounting, auditing and bookkeeping	P
Attorney and law office	P
Business and professional office	P
Business office; goods, wares or merchandise are displayed or sold on the premise	P
Engineering and architectural service	P
Land surveyor	P
Landscape architect	P
Newspaper office; does not include printing	P
Professional Consultant	P
2. Organizations.	
Better Business Bureau	P
Chamber of Commerce	P
Charitable organization	P
Civic association	P
Labor union and organization	P
Merchants association	P
News syndicate	P
Political organization	P
Professional membership association	P
Real estate board	P
Social service and fraternal association	P
Trade association	P
(i) Healthcare and veterinary uses.	
1. Medical and dental offices, clinics and labs.	
Laboratory, medical and dental	P
2. Hospitals and care homes.	

Hospitals or sanitariums	P
3. Veterinarian offices, hospitals and kennels.	
Veterinary clinic and animal hospital; without outdoor kennels	P
Veterinary clinic and animal hospital; with outdoor kennels	P
(j) Manufacturing uses.	
1. Manufacturing.	
Manufacturing, assembly, disassembly, fabricating, repairing, storing, cleaning, servicing or testing establishment; operation shall conform with the applicable performance standards in § 157.065 and shall not be specifically prohibited by this chapter	P
(k) Public, educational and institutional uses.	
1. General public.	
Cemetery, public or private; includes crematories and mausoleums provided that no building shall be located less than 100 feet from side and rear property lines	S
Library and branch library	P
Police or fire station	P
Post office and post office sub-station	P
Public service or municipal garage	P
2. Educational.	
Schools, business, trade or vocational; non-boarding public or private	P
3. Childcare.	
4. Institutional and assembly.	
Convention hall and center	S
(1) Transportation, utility and solid waste uses.	
1. Transportation.	
Airports	S
Cartage and express establishments; does not include motor freight terminals	P
Public transportation facilities; includes shelters, terminals, parking areas and service buildings	P
Transit and transportation passenger shelter	P
2. Utility.	
Public utility and public service use; subject to the provisions of § 157.065(A)(2)(c)	P

Sewage treatment plant	P
Telephone booth	P
3. Solid waste.	
Waste transfer, storage and treatment facilities; as defined in the Illinois Environmental Protection Act in ILCS Chapter 415, Act 5 that are not otherwise defined in such Act as Pollution Control Facilities and subject to the provisions of § 157.065(A)(2)(d)	S
(m) Accessory uses.	
1. Accessory to agricultural uses.	
2. Accessory to residential uses.	
3. Accessory to commercial uses.	
Accessory commercial operations yard; subject to the provisions of § <u>157.065(A)(2)(e)</u>	S
Accessory uses provided in accordance with the provisions of $\S 157.085$	P
Offices ancillary to any permitted or special use	P
Open sales lot	S
Storage yard; materials or equipment for on-site sales only	P
4. Accessory to manufacturing uses.	
Accessory commercial operations yard subject to the provisions of § 157.065(A)(2)(e)	S
Accessory uses provided in accordance with the provisions of § 157.085	P
Offices ancillary to any permitted or special use	P
Storage yard for material or equipment sales	P
5. Other accessory uses.	
(n) Temporary uses.	
1. Temporary uses.	
Temporary building for construction purposes; not to exceed the duration of the construction	P
(o) Other special uses.	
1. Other special uses.	
Planned unit development	S
Similar and compatible uses to those listed as special uses	S
Twenty-four hour per day operation of any permitted or special use	S

For the northern-most 1,500 feet of the land, the permitted and special uses allowed in the B-3 and B-4 Business districts (sections 157.053 B-3 And 157.054 B-4, respectively, shall be added to the uses set forth in the table above.



GRAPHICAL SCALE (FEET)

Bearings referenced to the Illinois State Plane Coordinate System, East Zone (1201).

LEGEND OF LINES PARCEL BOUNDARY

RIGHT-OF-WAY CENTER OF RIGHT-OF-WAY ADJACENT BOUNDARY SECTION LINE **BUILDING SETBACK**

> (180.00') RECORD DIMENSION 180.00' MEASURED DIMENSION

SITE DATA				
PARKING REQUIRED	70 STALLS (1 STALL PER EVERY TWO EMPLOYEES			
TRAILER PARKING	96 STALLS			
CAR PARKING PROVIDED	50 STALLS (INCLUDING 2 ADA STALLS)			
TOTAL PARKING PROVIDED	146 STALLS			

AREA SUMMARY			
LOT	SQFT	ACRES	PERCENT(%)
1	330,666	7.5910	22.8
2	365,871	8.3992	25.3
3	215,778	4.9536	14.9
4	209,262	4.8040	14.4
5	152,442	3.4996	10.5
ROW	175,777	4.0353	12.1
TOTAL	1,449,796	33.2827	100.0

GENERAL NOTES

- Field work completed on November 08, 2022.
- 2. All dimensions are measured dimensions, record dimensions are shown parenthetically. The boundaries of
- the parcels as described form a mathematically closed figure.
- No discrepancies, conflicts, shortages in area, gaps, strips, gores or errors in boundary lines exist. Subdivision consists of 5 lots.
- Stormwater Detention has been provided offsite for Lots 1-4. Onsite Stormwater Detention will be required for the development of Lot 5.

PINNACLE ENGINEERING GROUP

PLAN I DESIGN I DELIVER

www.pinnacle-engr.com

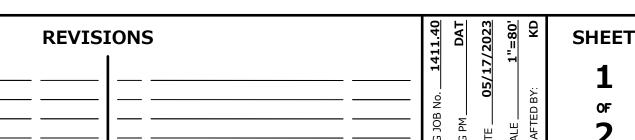
EAST DUNDEE, IL 60118



TERRA BUSINESS PARK - PHASE II

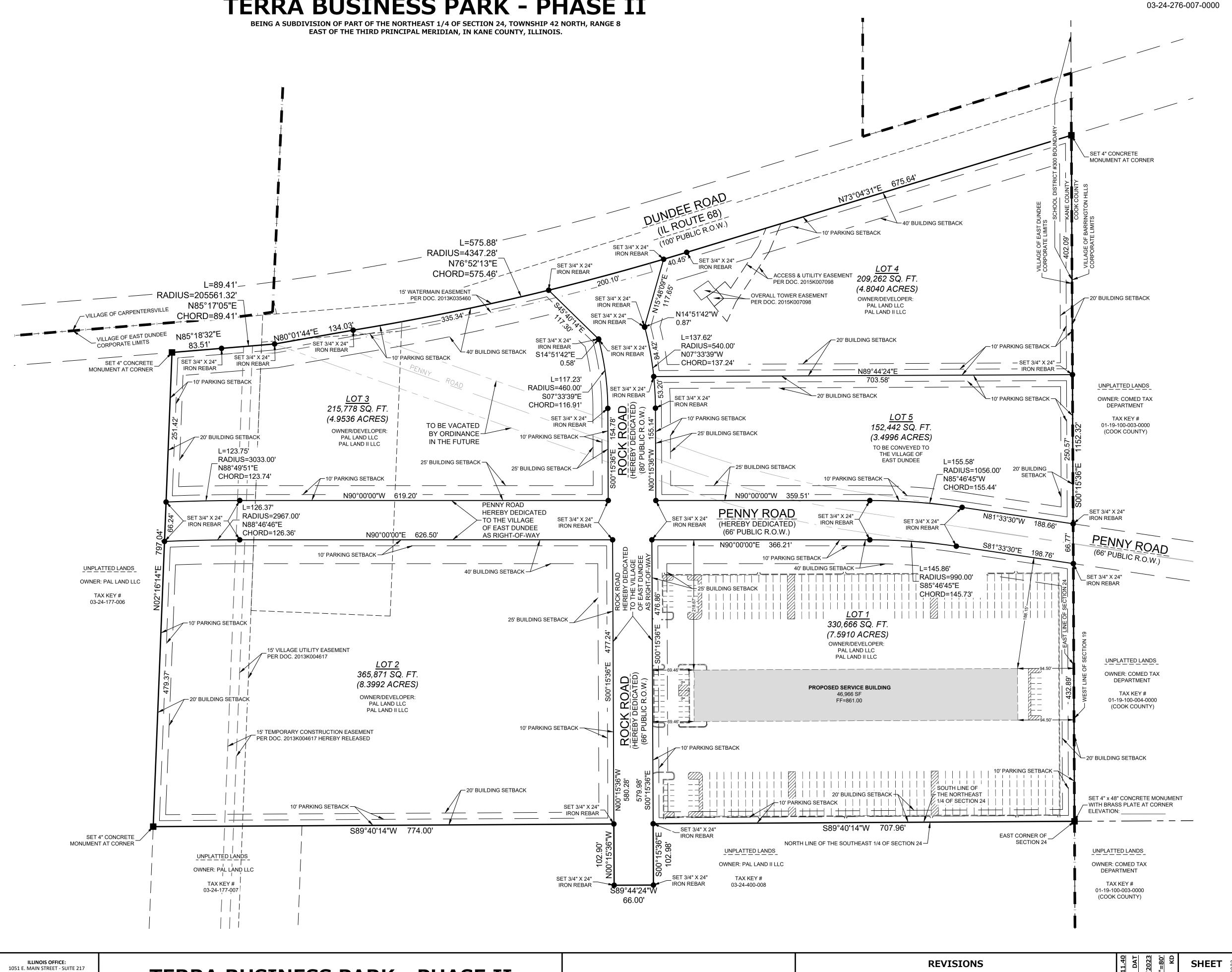
LOCATION: IL ROUTE 68, EAST DUNDEE, IL

PRELIMINARY P.U.D. PLAN



PIN: 03-24-177-007-0000

03-24-276-006-0000 03-24-276-008-0000 03-24-276-005-0000

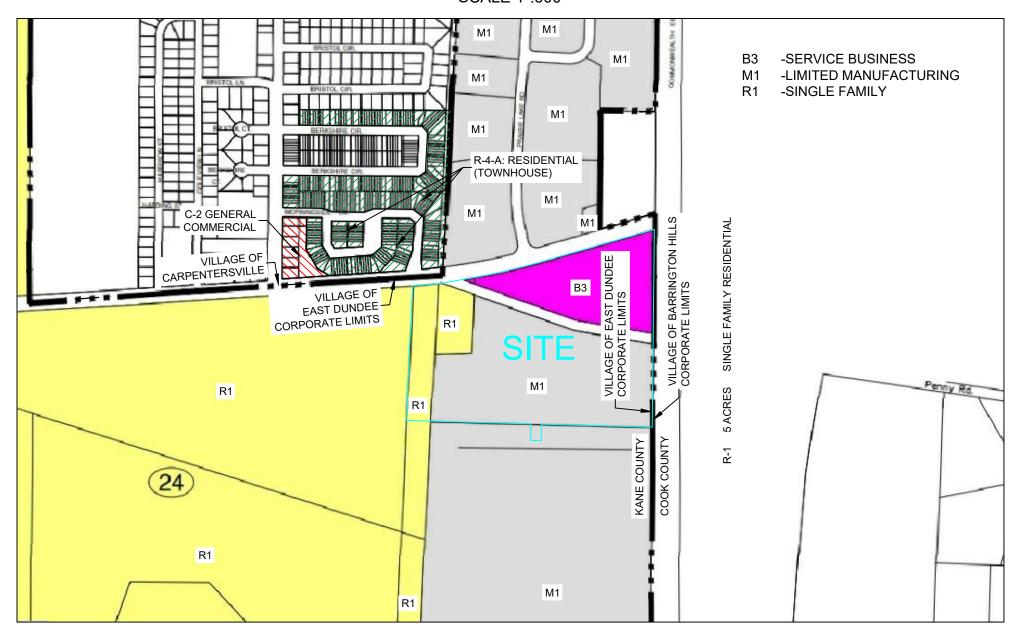


PRELIMINARY P.U.D. PLAN

TERRA BUSINESS PARK - PHASE II

EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS.

ZONING MAP



VICINITY MAP



Minimum Lot size	18,000 SQ. FT.	No departure	
Maximum Lot Size	None	No departure	
Minimum Lot Width	100 ft.	No departure	
Minimum Floor Area	5,000 sq.ft.	No departure	
Maximum Floor Area Ratio	1.5	No departure	
Maximum Building Height	35 ft.+ the height of any rooftop screening/parapet	Departure from fixed 35 ft.	
Front Yard Building Setback	40 ft.	No departure	
Side Yard	25 ft. in all cases	Departure from 25 ft. to 20 ft. for interior side yards: side yards along streets remain at 25 ft.	
Rear Yard	20 ft. in all cases	Departure from 40 ft. except along alley/railroad ROW	
Parking Setback	10 ft. from all Lot lines		
Required off-street parking	As per Village Code	No departure	
Max. Lot Coverage	Limited by Floor Area Ratio, setbacks, and parking requirements	No departure	
Gross floor area for all non-residential buildings	Based on total lot are of 849,481, and a 1.5 max. floor area ration, the max. gross floor area will be 1,274,221.5 sq. ft	No departure	
Non-Residential Intensity	It is anticipated that the PUD will eventually be fully built out with industrial and / or commercial buildings with no common area open space other than the required yards on each lot	No departure	
Maximum Impervious Surface Coverage		Per Stormwater Management Report: 95%	

- The cell tower existing on Lot 4 may be relocated or removed
- Setbacks for building and parking on any particular lot as shown on the PUD Plan are subject to modification by the Village Board at the request of such lot owner without the need for the consent of any other lot owner.
- The proposed extension of Rock Road north of Penny Road and the connection thereof to Dundee Road (collectively, the "Rock Road Extension to Dundee Road"), with the corresponding vacation of exiting Penny Road west of the proposed Rock Road extension with the conveyance of that vacated right-of-way to the developer without charge (collectively, the "Penny Road Vacation") are subject to modification and / or approval as required by the Illinois Department of Transportation ("IDOT Approval"), and until such IDOT Approval is received, there shall be no dedication of the Rock Road Extension to Dundee Road, and no Penny Road Vacation unless otherwise agreed by the Village and the Developer. Changes required by IDOT and approved by the Village Engineer may be incorporated in the Final PUD Plan without the need for further public hearings.
- 4) No modification to this Final PUD Plan (and no public hearings) shall be required as to the development of any of Lots 2, 3, 4, or 5 so long as the proposed development complies with Village ordinance 2023-_____ approving this PUD for Terra Business Park Phase II.

SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT I, PAUL A. KUBICEK, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED, SUBDIVIDED AND PLATTED FOR THE OWNERS THEREOF THE FOLLOWING DESCRIBED PROPERTY:

LOTS 1 THOUGH 5 IN TERRA BUSINESS PARK - PHASE II, BEING A RESUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST CORNER OF SECTION 24; THENCE SOUTH 89 DEGREES 40 MINUTES 14 SECONDS WEST, 707.96 FEET; THENCE SOUTH 00 DEGREES 15 MINUTES 36 SECONDS EAST, 102.98 FEET; THENCE SOUTH 89 DEGREES 44 MINUTES 24 SECONDS WEST, 66.00 FEET; THENCE NORTH 00 DEGREES 15 MINUTES 36 SE4CONDS WEST, 102.90 FEET; THENCE SOUTH 89 DEGREES 40 MINUTES 14 SECONDS WEST, 774.00 FEET; THENCE NORTH 02 DEGREES 16 MINUTES 14 SECONDS EAST, 797.04 FEET TO THE SOUTH LINE OF SAID DUNDEE ROAD - IL ROUTE 68; THENCE THE FOLLOWING COURSES ALONG SAID RIGHT-OF-WAY LINE OF

NORTH 85 DEGREES 18 MINUTES 32 SECONDS EAST, 83.51 FEET TO THE POINT ON A CURVE;

EASTERLY 89.41 FEET ALONG THE ARC OF A CURVE TO THE LEFT, WHOSE RADIUS IS 205,561.32 FEET AND WHOSE CHORD BEARS NORTH 85 DEGREES 17 MINUTES 05 SECONDS EAST, 89.41 FEET; NORTH 80 DEGREES 01 MINUTES 44 SECONDS EAST, 134.03 FEET;

NORTHEASTERLY 575.88 FEET ALONG THE ARC OF A CURVE TO THE LEFT, WHOSE RADIUS IS 4347.28 FEET

AND WHOSE CHORD BEARS NORTH 76 DEGREES 52 MINUTES 13 SECONDS EAST, 575.46 FEET; NORTH 73 DEGREES 04 MINUTES 31 SECONDS EAST, 675.64 FEET TO A POINT ON THE EAST LINE OF SAID

NORTHEAST 1/4 OF SECTION 24; THENCE SOUTH 00 DEGREES 15 MINUTES 36 SECONDS EAST ALONG SAID SECTION LINE, 1152.32 FEET TO THE POINT OF BEGINNING.

CONTAINING 33.1268 ACRES, MORE OR LESS.

I FURTHER CERTIFY THAT IRON STAKES HAVE BEEN SET AT ALL LOT CORNERS, POINTS OF CURVATURE AND TANGENCY, EXCEPT WHERE CONCRETE MONUMENTS ARE INDICATED, AND THAT THE PLAT HEREON DRAWN CORRECTLY REPRESENTS SAID SURVEY AND SUBDIVISION. ALL DIMENSIONS ARE GIVEN IN U.S. FEET AND DECIMAL PARTS THEREOF.

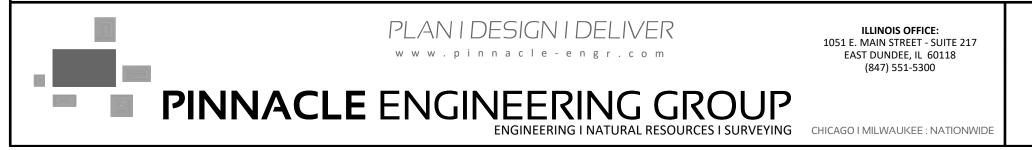
I FURTHER CERTIFY THAT THE FOREGOING PROPERTY FALLS WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF EAST DUNDEE, AND I FURTHER CERTIFY THAT NO PART OF SAID PROPERTY IS SITUATED WITHIN A FLOOD HAZARD AREA, AS PER NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 17089C0157H, EFFECTIVE DATE AUGUST 3, 2009 AND 17089C0159H, EFFECTIVE DATE AUGUST 3, 2009.

DATED AT EAST DUNDEE, ILLINOIS, THIS 06th DAY OF JANUARY, 2023.

PAUL A. KUBICEK, ILLINOIS PROFESSIONAL LAND SURVEYOR 035-003296 EXPIRES 11/30/2024

PINNACLE ENGINEERING GROUP, LLC #184006289-0010

EXPIRES 04/30/2025



TERRA BUSINESS PARK - PHASE II LOCATION: IL ROUTE 68, EAST DUNDEE, IL

PRELIMINARY P.U.D. PLAN

REVIS	IONS	11.40	DAT	2023	KGD	SHEET
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APPLICATION FOR DEVELOPMENT APPROVAL: PLANNED DEVELOPMENT REVIEW AND APPROVAL

This form is to be used for all special use planned development applications to be heard by the Village of East Dundee. To complete the form properly, please review the accompanying Village of East Dundee Instruction Manual for Application for Development Review. Failure to complete this form properly will delay its

A	PART I. GENERAL INFORMATION A. Project Information					
1	and I all Lation, LLC					
2	2. Project Location: See tax parcel map attached hereto					
3	Brief Project Description: See Narrative on Exhibit 1 attached hereto for narrative and requested land uses					
4.	Map amendment for parcel 03-24-177-007from R-1 to M1-PUD					
	Map amendment for parcels 03-24-276-005 & -007 from B3 to M1 PUD					
	Map amendment for parcels 03-24-276-006 and 03-24-276-008 from M1 to M1 PUD See Narrative attached hereto as Exhibit 1					
5.	Project Property Size in Acres and Square Feet: Approx. 33 acres (1,437,480 Square feet)					
6.	Current Zoning Status: R1 to west; B3 and					
7.	Current Use Status: Vacant: reclaimed mining property					
8.	Surrounding Land Use Zoning: To the west: vacant (lake); to the south: vacant and industriate to the east: Commonwealth Edison right-of-way; to the north: Prairie Lakes Industriate					
9.	Parcel Index Numbers of Property: See Exhibit 2 attached hereto					
В.	Owner Information					
1.	Signature:					
2.	Name: Pal Land, LLC and Pal Land II, LLC					
3.	Address: 201 Christina Drive, East Dundee, IL 60118; Attention: Joseph L. Palumbo					
4.	Phone Number: Ema					
C.	Billing Information (Name and address all bills should be sent to)					
1.	Name/Company: Pal Land, LLC					
 3. 	Address: 201 Christina Drive, East Dundee, IL 60118; Attention: Joseph L. Palumbo Phone Number Ema					

PART II. APPLICATION REQUIREMENTS

The following table provides the type and quantity of materials required to be submitted with a planned development application. The number associated with each material corresponds with the number used in Part II of the Village of East Dundee Instruction Manual for Application for Development Approval where each material is described in greater detail. Applicants are encouraged to familiarize themselves with the Village Code Planned Unit Development Section

Please note that when two quantities of drawings are required (such as: 5/15), the first number indicates the number of full-size drawings to be submitted (at a scale of at least 1" = 20' and no larger than 30" x 42") and the second number indicates the number of reduced (11"x17") copies to be submitted as well as, an electronic file of the document should be submitted either via email, jump drive or CD. At least one of the original full-size drawings should be signed and scaled

The required materials and number of copies shown below are the minimum necessary to submit a complete application. Village staff, consultants, review agencies, commissions, and boards may require additional materials and/or copies as necessary to fully evaluate the proposed project. A pre-application conference with the Plan Commission is required. At the meeting, the Plan Commission may add or delete items from this list as they deem appropriate.

	, - -	Official Use Only					
		Initial App	Revisions		Second Set of Revisions		
(e),,	Application Material	# Copies Required	# Copies Received	# Copies Required	# Copies Received	# Copies Required	# Copies Received
1.	Completed Development Application AND a) Agreement to Pay Costs Incurred and Hold the Village Harmless b) Affidavit of Ownership & Control c) Affidavit & Disclosure d) Findings of Fact	1		# 12	# 2	# 2	# 1
2.	Project Narrative	1			The state	100	
3.	Basic Application Fee	X					J. Ty
4.	Property Owners within 250 feet	X					
5.	General Location Map	3/1					- HILL
7.	Survey / Legal Description	3/1					
9.	Photos of Existing Property& Area	1			199	- 1	
11.	Site Plan	3/1 And electronic file					
12.	Building Elevations	3/1 And electronic file					
13.	Floor Plans	3/1 And electronic file					
14.	Roof Plan	3/1 And electronic file					
15.	Color Rendering	1 And electronic file					
17.	Landscape Plan	1/3 And electronic file					
23.	Utility Impact Report ^(b)	And electronic file					
24.	Utility Improvement Plan ^{(b) (c)}	3/1 And electronic file					
25.	Traffic Study ^(b)	And electronic file					

And electronic file Please see Village of East Dundee Instruction Manual for complete description of item.

Applies only to projects with more than 15,000 sq. ft. of commercial/industrial floor area or more than 25 residential units. (c)

Applies only to projects proposing to remove or construct public utilities.

Applies only to projects proposing to modify access points, landscaping, or other improvements on state right-of-way.

PART III. JUSTIFICATION OF THE PROPOSED PLANNED DEVELOPMENT

Please answer all questions but be concise and brief in your answers. If additional pages are needed to complete your answers, please be sure to include the appropriate and complete question number for each response. Applicants are encouraged to refer to drawings or other application materials as necessary to add clarity to their answers.

1	. Do the plans submitted comply with the PUD Standards?
	The owner proposes to develop the Subject Property pursuant to the PUD in the same
	manner as Developer has caused Terra Business Park to be developed, all to the gr
	benefit of the Village of East Dundee.
	Before December 31, 2024, the owner intends to develop an approx. 47,000 square
	building on a portion of what is now Parcel 03-24-276-008.
	Undeveloped portions of the land south of existing Penny Road will be used for true
	parking pursuant to waivers as have been previously granted by the Village.
	granted by the village.
2.	Are the plans consistent with the Comprehensive Plan. Particularly regarding the consistency of the entire proposal and its density and intensity with the intent and actual text, maps, and drawings of the Village of East Dundee Comprehensive Plan?
	Yes: The plans are consistent in the same manner as said plans were consistent with
	respect to the existing Terra Business Park.
3.	What are the existing uses and zoning district classifications of the application site and the nearby property?
	Please see Village of East Dundee Zoning Map attached hereto as Exhibit 3
	3 This is a second of the seco
1	T-sh-
	Is the property suitable to the uses permitted under the existing zoning district classifications?
	No: Neither of the R1 nor the B3 zoning classifications will permit industrial develop
-	requires certain departures in order to permit efficient industrial development.

_	
5.	Please give the length of time the property has been vacant as zoned, and how long there have been develop parcels in the vicinity of the applicants property?
	The property has been vacant for over 15 years as currently and previously zoned.
	Are there any changes or changing conditions in the vicinity of the subject property, or in the Village generally that make the proposal reasonable and necessary to the promotion of the public health, safety, morals and generally welfare? Yes: Terra Business Park to the south continues to develop.
	Part of the Village's overall roadway plan is for Barty Burt of
3	Part of the Village's overall roadway plan is for Rock Road to be extended in a north so as to result in a direct connection between Route 72 and Route 68. The PUD appropriately bearing its facility of the PUD appropriate its facilities and the PUD appropriate its facilities
- 1	requested herein will facilitate that road extension and the Owner plans to make an
(connection of Rock Road with Route 68 extending to the south boundary of Parcel
(03-24-276-008.
9	Such roadway connection to Route 68 by extended Rock Road is subject to IDOT's
-	
	are there adequate public facilities including, but not limited to, schools, parks, police and fire protection, roads, anitary and storm sewers, water utility lines that exist of can be provided prior to the development of the proposed roject?
A	Adequate roads exist. The Owner will be extending utilities to the property.
_	
-	
_	

7.

	Will this project : (If YES please explain below)
	 Substantially lessen or impede the suitability for the permitted use and development of other property the immediate vicinity? (YES/NO)
	b. Be injurious to the use and enjoyment of other property in the immediate visits a great and
	or annually diffinish of impair the value of other property in the immediate visit is a common of the common of th
	in the immediate vicinity? (YFS/NO)
	The answer is "no" to each of the four questions in this Section 8.
20	

9. Planned developments are intended to allow for greater design flexibility than is permitted by the standard district regulations for tracts of land where the planned development would better utilize the topographic and natural intended to be consistent with the spirit of the zoning ordinance and conform with the general character of the Village or the immediate neighborhood(s).

In the table below, provide all of the proposed modifications to the standards in the underlying zoning district for the planned development. Additionally, provide the justification, based on the intent for planned developments as described in the Village of East Dundee Zoning Ordinance Section 157.241, for these proposed changes.

Please note: Any items or changes needed that are not requested below and explicitly approved by the Planning and Zoning Commission and the Village Board will not be allowed.

Code Standard	No Modification Requested	Modification Requested
Uses		Please see Exhibit 1 Narrative- attached
Total Lot Area/ Dimensions		L
Lot Area per Unit/Density		
Floor Area		
Front Setback		
Side Setback		

Rear Setback	
Building Height	
Open Space/ Lot Coverage	
Accessory Structures	
Signage	
Parking	
Landscaping	

FOR EACH ITEM CHECKED AS A MODIFICATIO REQUESTED PLEASE FILL OUT ------

THIS SET OF QUESTIONS MUST BE FILLED OUT FOR EACH MODIFICATION NEEDED. IF YOU HAVE MORE THAN ONE MODIFICATION PLEASE MAKE COPIES OF THIS PAGE.

All proposed modifications to the regulations of the underlying zoning district, zoning code, and subdivision code must provide justification by answering all of the following questions for EACH proposed modification.

a. Have you provided sufficient mitigation such that the protection of the use and enjoyment of neighboring properties is equal to or greater than that afforded were the regulations not modified?

As to each of the modifications requested on Exhibit 1, such modification does not rein order to protect the use and enjoyment of neighboring properties, as such modification are de minimus in nature and will be entirely within an industrial park that is not adjact any other non-industrial uses.

- b. Have you provided sufficient mitigation such that the protection of the use and enjoyment of lots and sites within the development is equal to or greater than that afforded were the regulations not modified?
- c. Applicants are required to provide one or more of the flowing amenities in excess of what would otherwise be required by Village codes in a sufficient quality or quantity that, on the whole, would provide greater community benefits than if the modification was not granted.

Please answer each of the all of the following questions on a separate sheet of paper for each modification you are requesting.

(i) Have you enhanced transportation amenities including, but not limited to: off street trails, bike and pedestrian amenities, or transit-oriented improvements including school, public, or para-transit shelters?

Yes: as part of the PUD, the development of this property will result in the commence
northerly extension of Rock Road so as to intersect with Route 68, with such extension
incremental as the property is developed.
 (ii) Have you enhanced open space areas, recreation facilities, environmental/natural preservation areas, or recreation land dedications;
Yes: detention has been centralized in the lake immediately west of the Subject Prop
and that lake provides a desirable open space ammenity.
(iii) Have you enhanced community facilities or provision of public services beyond those necessary to serve development within the PUD?
Yes: the overall development of this Property will result in much-needed business de
(iv) Do you have other amenities in excess of the minimum standards required by Village codes that the Village Board specifically finds provide sufficient community benefit

No.	(v) Do you have outstanding environmental, landscape, architectural or site design?
) <u>No.</u>	(vi) Have you enhanced buffering, screening and/or integration as appropriate, with surrounding development (both existing and planned)?



APPLICATION AGREEMENT TO PAY COSTS INCURRED AND HOLD THE VILLAGE HARMLESS

The Undersigned applicant acknowledges that the Village of East Dundee may seek advice and counsel from professional sources outside the employee staff of the Village of East Dundee in consideration of the application submitted to the Village of East Dundee by the applicant, including the services as those provided by the Village Staff, Village Attorney, Village Engineer, Planner and Fire Protection District.

The applicant further acknowledges that testimony of all witness at Public Hearings may be recorded before a court reporter and that full transcripts of the proceedings may be preparted and retained by the Village of East Dundee as part of the official record concerning the said applicant and the applicant's costs.

As an express condition in making the said application and the consideration thereof by the Village of East Dundee, the undersigned, both personally and on behalf of the applicant, agrees to hold the Village harmless and agrees to pay forthwith the costs and expenses that may be incurred by the Village of East Dundee for such professional services, including the costs and expenses of recording and transcribing any testimony at Public Hearings in connection with the said application.

The owner hereby authorizes, support and consents to this request for variation, and further authorizes, agrees and consents to allow the temporary installation and display by the Village of East Dundee of Fublic Notice (signage) upon the subject property.

The applicant, having read this application and fully understanding the purpose thereof, declares that the proceeding statement made are true and that the information provided herein is complete to the best of the applicant's knowledge and belief.

Individually and for the Applicant

201 Christina Drive, East Dundee, IL 60118

Address

Project Description:
Northerly extension of Terra Business Park



Affidavit of Ownership & Control

I (We), Pal Land, LLC and Pal Land II, LLC		do herby certify or affirm	that I am the ower(s),
contract purchasers, or beneficiary(s) application of such.	of the title holding trust fo	or the aforesaid described pr	operty and hereby make
Signature:			
Owner: Joseph L. Palumbo, Manager			
Address: 201 Christina Drive			
East Dundee	, IL 60118		
Pho			
SUBSCRIBED AND SWORN TO be down and day of May 2023			
(NOTARY SIGNATURE)	u		
OFFICIAL SEAL Elizabeth A Moore NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires 07/24/2024			

(NOTARY STAMP)



Affidavit & Disclosure Agreement

To cover the Village expenses relating to applications for site plans, Subdivisions, Annexations, Zoning Amendments, Special Uses, Variations and the like:

Applications shall deposit the sum required based on the type and extent of the applicants project. Any bills received by the village and any costs incurred by the Village related to the project will be billed to the applicant. Upon payment of all bills to the Village the applicant will receive their deposit back.

Signature:

and, LLC and Pal Land II, LLC

Project Address: North of existing Terra Business Park

PROJECT NARRATIVE TERRA BUSINESS PARK PHASE II (33 ACRES)

Pal Land, LLC, Pal Land II, LLC

By its PUD ordinance 07-51 and as subsequently amended (collectively, the "2007 PUD"), the Village established a planned industrial park known as the Terra Business Park for the Petitioner's approximate 119 acres of land immediately north of Illinois Route 72 (the "First PUD Parcel"). The Petitioners own approximately 33 acres of land surrounding the intersection of Penny Road and Illinois Route 68 and to the south thereof, as depicted on the attached PUD Plan (the "Additional Land"). The Petitioners seek to obtain substantially the same PUD approvals, including, without limitation, the departures / variances therein approved with respect to this Additional Land as the Village previously approved for the Terra Business Park in the 2007 PUD Ordinance. With such PUD approval in place for the Additional Land, the Petitioners will be able to move forward with the same type of efficient and high-quality development as has occurred as to the First PUD Parcel.

Included with this Development Application are, among other things, the Preliminary PUD Plan for Terra Business Park Phase II prepared by Pinnacle Engineering dated May 17, 2023 as its project number 1411.40 (the "**Preliminary PUD Plan**"), and the Preliminary Plat of Subdivision for Terra Business Park Phase II prepared by Pinnacle Engineering dated January 6, 2023 with last revision date of May 19, 2023 and the associated Preliminary Engineering Plans prepared by Pinnacle Engineering dated May 19, 2023 (collectively, the "**Preliminary Plat and Preliminary Engineering**").

The entitlements herein requested include certain departures from the standard zoning district regulations ("**Departures**") needed in order to develop the Additional Land in a more innovative and creative manner, as recognized by Code Section 157.240(A) and Section 157.243B(2) than would be possible under the strict application of the standard district regulations.

Use Departures: Departures to Section 157.065(A) to permit (1) any and all uses as authorized under the B2, B3, and B4 zoning classifications as set forth in the Municipal Code of the Village of East Dundee, and (2) those M-1 permitted and conditional uses as set forth on **Exhibit 1** attached hereto, and (3) for the avoidance of doubt, the following additional permitted uses:.

- (a) Gas station and retail;
- (b) Retail and Office;
- (c) Automotive & Retail;
- (d) Retail & Warehouse;
- (e) Office;

- (f) Industrial & Manufacturing with on-site storage;
- (g) Motor Truck Terminal;

Building setbacks: A Departure to Section 157.066(A)(6) to change the yard requirements to permit a 20-foot minimum setback on the interior sides and rears of all lots, and a 25-foot minimum setback along any rear yard or side yard abutting a public street. (For the avoidance of doubt, the front yard building setback shall remain and be a minimum 40 feet).

Building height: A Departure to Section 157.066(A)(5) to allow roof-top screening to exceed the maximum building height of 35 feet by the least amount reasonably determined by the Village Administrator or Building Inspector as needed to accomplish the screening of roof-top equipment.

Parking setback: A Departure to Section 157.148 to permit parking in the required front, rear, and side yard setbacks, with a reduced parking lot setback of ten (10) feet.

Required Off-Street Parking Stalls: A Departure from 157.150 (V) as to the number of required off-street parking spaces so as to require one (1) automobile parking stall for each 250 square feet of office space (no Departure) and one (1) automobile parking stall for each 6,000 square feet of warehouse / shop space, but on the condition that if an occupant or occupants of a building have more than warehousing / shop space employees than presumed by this formula, and if the Village reasonably determines that there is an inadequate number automobile parking stalls for the warehouse / shop spaces employees, then the Village may require the owner to convert certain of the truck parking stalls to automobile parking stalls to create up to one (1) parking stall for each two (2) warehouse / shop space employees.

Note: for the proposed 46,534 square foot building industrial building to be erected on Lot 1, this building will contain 5 suites, with 5 offices having an aggregate of 5,825 sq. feet, and with 5 warehouse / shop spaces containing an aggregate of 40,709 square feet. 33 automobile parking stalls are proposed.

Off-Street Loading Berths: A Departure from Section 157.127 so as to permit the number of required loading berths to be fulfilled by loading docks attached to the building and / or by truck parking stalls designated for such purpose.

Business district signage: A Departure to permit the signage standards applicable to business districts (as provided in Chapter 156 of the Village Code) apply to all lots within the subdivision regardless of use.

Freestanding signage: A Departure (i) to have the standards for freestanding signs included in Village Ordinance 06-46 apply to all lots within the subdivision with the exception that electronic signs shall be prohibited except as permitted in said Ordinance, and (ii) from Section 156.04(A)(3)(d) "Sign Minimum Setback" to allow signage to be placed up to the lot line of each lot instead of observing the typical 15 ft. setback..

Utilities. A Departure from Section 157.096(A)(1)(j) to permit utility connections for electric, telephone, and cable to lots and buildings to be installed above-ground in lieu of the requirement

to have these utilities located underground provided that all such overhead connections shall be made, whenever practicable, at the rear or side of the buildings.

Landscaped Open Space. A Departure to Section 158.04 B - Minimum landscaped open space area to permit the minimum landscaped open space area for the Subject Property to be reduced to 5% in lieu of the 15% required by the captioned section.

Parkway Landscaping. Departures from 155.049, Section 158.04 (D)(2)(a)2 of the Landscape Chapter of the East Dundee Village Code requiring that interior parkway landscaping shall have 3' shrubs for 75% coverage along with parkways trees every 30' are hereby granted so as to eliminate the requirement of shrubs and to require parkways trees not more than every 100 feet.

Parkway Landscaping. Departures from Section 155.049(C)-Landscaping for right-of-ways: to allow (i) a tree every sixty (60) feet as opposed to a more narrow spacing, (ii) the ability to place parkway trees within the required parking lot setback when necessary to avoid conflict with public utilities and as approved by the Village engineer, and (iii) the right to install the required landscaping adjacent to the street frontage of each lot when a building permit is issued with respect to that Lot.

Perimeter Lands aping. A Departure from Section 158.04(D)(2)(b)4b of the Landscape Chapter of the East Dundee Village Code requiring that Type 2 perimeter landscaped areas shall have 3' shrubs for 50% coverage along with trees every 40' is hereby so as to eliminate the requirement of shrubs and to require parkways trees not more than every 100 feet.

Parking Lot Landscaping. A Departure from Section 158.04(D)(2)(d)(2)(b), "Parking Lot Landscaping" requiring a maximum of ten (10) parking spaces between planted landscape islands is granted to will be permitted in any length of parking bay between planted islands are hereby granted so as to (i) increase the maximum number of automobile parking spaces at the rear and interior sides of buildings between planted landscape islands to twenty-two (22) parking stalls, and (2) eliminate the requirement of parking islands in areas designated and / or intended for truck and equipment parking, and (3) eliminate any curbed parking island that is immediately adjacent to and abutting truck parking stalls.

Parking Lot Islands. A Departure from the Village parking lot island design requirement for an interior landscaped island to contain a minimum of four hundred (400) square feet so as to allow the area within the aisle end to count toward meeting this requirement.

Building Landscaping. A Departure from Section 158.04D(2)(c) Landscape requirements, of the Minimum Landscaping, Screening and Tree Preservation Standards Chapter of the East Dundee Village Code requiring a minimum five-foot wide landscape area adjacent to all building walls (exclusive of driveways, access walks, and service and delivery areas), calling for planting to be emphasize ground plane transitions and softening large expanses of building walls, when possible, accenting building entrances and architectural features, and screening mechanical equipment, and, where extended roofs or canopies are used to provide a covered walkway adjacent to a building foundation stating that such plantings are not required.

Street Design. A Departure from Section 155.045(D) to allow the public right of way referred to as the Rock Road extension, and all other subdivision streets, to be built with a 66 ft. ROW instead of the required (80 ft.). For the avoidance of doubt, the pavement width shall be a minimum of 37 feet back of curb to back of curb.

Sidewalks. A Departure from Section 155.048 so as to eliminate the requirement of sidewalks.

Trash Receptacle Screening. A Departure with regard to Section 158.0E(1)(a) to allow trash receptacles and storage facilities to be screened with landscaping as opposed to masonry structures, including, without limitation, those visible from residential areas or public rights of way.

Possible IDOT Roadway Changes. The Preliminary PUD Plan, Preliminary Plat and Preliminary Engineering are hereby approved subject to final approval by IDOT as to the proposed geometry of the proposed Rock Road / Route 68 intersection shown thereon. If IDOT requires changes to such of the proposed geometry of the proposed Rock Road / Route 68 intersection, such changes may be incorporated into the Final PUD Plan and the Final Plat and Final Engineering to the extent acceptable to the Village engineer without the necessity of any further public hearings.

Permit for Lot 1 prior to Final Plat. The development of proposed Lot 1 as shown on the Preliminary PUD Plan is approved (subject to the issuance of building permits) and may proceed following the adoption of this ordinance even if the Final PUD Plan and the Final Plat and Final Engineering have not yet been approved.

Other Apparent Departures. Any Departures that are discernable from the Preliminary PUD Plan but not otherwise expressly called out and requested herein are nevertheless approved for all Lots

Building Permits for Other Lots. The other lots within the ultimately approved Final Plat of Subdivision for Terra Business Park Phase II may be developed and improved without further public hearings or action by the corporate authorities so long as the Village staff and Village engineer determine that the proposed development contained within the building permit application substantially conforms to the design requirements contained in this ordinance.

Pre-Development Parking Lot Waivers. As to any lots not yet improved with any building, such lots / areas may be used for outside, unscreened truck / vehicle parking similar to what has been previously approved by the Village in the southerly portion of the Terra Business Park, and in connection therewith the following waivers are hereby approved:

A. Pursuant to Section 157.193(A)(1) of the Zoning Ordinance, the requirement for paving of permanent roadways and parking lots in Section 157.147 of the Zoning Ordinance is waived, provided that all required off-street parking is provided at the Property and that driveway access to the Property shall have asphalt shavings or a crushed stone base

- and provided that the Developer shall take steps to control dust and other particles; and
- B. Pursuant to Section 157.193(A)(2) of the Zoning Ordinance, the requirement for installation of curbs and gutters in 57.101 of the Village of East Dundee Village Code ("Village Code") is waived, provided that the Developer shall comply with all applicable storm water drainage requirements; and
- C. Pursuant to Section 157.193(A)(3) of the Zoning Ordinance, the requirement for parking lot lighting installation and use in Section 157.149 of the Zoning Ordinance is waived, provided that no activity on the Property shall be scheduled or occur after dusk; and
- D. Pursuant to Section 157.193(A)(4) of the Zoning Ordinance, the requirement of parking lot landscaping in Section 157.149 of the Zoning Ordinance is waived, including placement of trees and shrubbery.

The waivers approved in subparagraphs A - D immediately above shall be in effect as to lots or unsubdivided areas not yet improvement with any building so long as:

- I. The Developer is in compliance with all applicable laws, ordinances, regulations and legal requirements; (ii) not in breach of any agreement(s) with the Village; and (iii) not in arrears on any amount due and owing the Village.
- II. The Developer is not in breach of any agreement(s) with the Village.
- III. The Developer is not in arrears on any amount due and owing the Village.
- IV. The Developer tests the soil on the Property for environmental contaminants no less than once per twelve (12) month period the waivers are in effect, in the manner directed by the Village, and provides the Village with a written report from the company conducting the testing with the results thereof.
- V. The Developer ensures that no hazardous materials are placed on the Property.

As to the requested map amendment of the westerly portion of the land from R-1 to M-1 PUD, the Petitioner states that the proposed map amendment meets the standards for same as set forth in Section 157.223 of the Village Code., Specifically, the proposed map amendment:

- 1. Is compatible with the uses of property within the general area of the property in question;
 - 2. Is compatible with the zoning of nearby property.

- 3. The current residential zoning classification Is not suitable given other nearby land uses.
- 4. The trend of development is inconsistent with residential zoning, but instead is consistent with the requested M-1 PUD zoning.
- 5. The highest and best use of the property is for industrial / commercial development. As to the requested Planned Unit Development, the Petitioner states that the proposed PUD meets the conditions for approval as set forth in Village Code Section 157.249. Specifically
- (A) The proposed PUD meets the requirements and design standards for PUDs as set forth in Village code Section 157.250;
- (B) The requested Departures are consistent with those approved for the original portion of Terra Business Park.
- (C) There will be significant public benefit produced by the Planned Unit Development, such as increased economic development, increased jobs, an improved roadway system.
- (D) The requested Planned Unit Development is entirely compatible to the development of the land to the south and north. The land to the east is a Commonwealth Edison right of way. The land to the west is owned by the Petitioner and in no intended for development.
- (E) The proposed Planned Unit Development fulfills the objectives of the future planning objectives or other planning policies of the village.

EXHIBIT 1 M-1 MODIFIED PERMITTED AND SPECIAL USES

Allowable uses of land and buildings: P: Permitted by-right S: Permitted by special use permit	Limited Ma	anufacturing Dist	trict (M-1) PUD
Allowable uses of land and buildings: P: Permitted by-right S: Permitted by special use permit		Limited Manufacturing District (M-1) PUD	
(a) Agriculture and natural resource uses.			
1. Resource conservation.			
2. Cultivation.			
3. Livestock.			
4. Agricultural support.			
Farm and garden supply store		P	
Feed store		P	
5. Mineral extraction and batch operations.			
Batch asphaltic concrete, cement concrete or mo	ortar mixing	S	
Stone or gravel quarry; crushing, grading, wash loading operations shall, at a minimum, conform applicable regulations set forth in § 157.065		S	
(b) Residential uses.		•	
1. Single-family and two-unit dwellings.			
2. Multiple-family dwellings.			
3. Group living facilities.			
(c) Retail uses.			
1. General merchandise.			
Building material sales		P	
Direct selling establishment where products are	stored	P	
Gun shop		S	
Tombstone and monument sales		P	
2. Food and beverage.		P	added
3. Greenhouses and nurseries.			
Greenhouse and nursery: retail		р	

Greenhouse and nursery; wholesale	P	
(d) Clubs, restaurants, taverns and lodging uses.		
1. Clubs, lodges and meeting halls.		
2. Restaurants, specialty foods and taverns.	P	added
Restaurant; no live entertainment or dancing	P	added
Restaurant; with live entertainment or dancing	P	added
Restaurant; drive-in or drive-through facilities	P	
Taverns	P	
3. Lodging.		
Hotel, including apartment hotel, dining room and meeting rooms	Р	
Motel	P	
(e) Recreation and entertainment establishments; public and p	private.	•
1. Indoor recreation and entertainment.		
Adult uses		
Commercial sports and entertainment establishment; subject to the licensure requirements of <u>Chapter 118</u> of the East Dundee Code of Ordinances	S	
Community center buildings, public or non-profit; includes clubhouses, recreation buildings, gymnasiums, swim clubs, swimming pools, tennis clubs, tennis courts, roller skating and ice skating rinks	P	
Museum	P	
Shooting range	S	
2. Outdoor recreation and entertainment.		
Drive-in theater	P	
Parks and playgrounds; privately-owned, not-for-profit	S	
Parks and playgrounds, publicly owned	P	
Shooting range	S	
(f) Service, contracting, storage and broadcasting uses.	•	
1. Personal services.		
Massage establishment and massage services; subject to the licensure requirements of <u>Chapter 111</u> of the East Dundee Code of Ordinances	S	
2. Dry cleaning and laundry services.		
Dry cleaning, laundry, dyeing and rug-cleaning establishment; with or without drive through and no limitation on the number of employees	P	

3. Finance, insurance and real estate services.	
Automatic teller machine as stand-alone structure	P
4. General services.	
Auction room	P
Catering establishment	P
Printing shop; no press size limitations	P
Secretarial service	
Scientific research agency	P
Taxidermist	P
Testing laboratory	P
Travel bureau and transportation ticket office	P
Undertaking establishment and funeral parlor	P
5. Contractor and repair shops and showrooms.	
Artists and industrial design studio	P
Furniture repair and upholstery	P
General minor repair or fix it shop	P
Interior decorating studio; includes upholstery and making draperies, slip covers and other similar articles when conducted as a secondary activity to the principal use	P
Lawn mower repair shop	P
Locksmith	P
Board showroom	P
Building services and supplies; no outside storage	P
Contractor shop; no outdoor storage	P
Contractor shop; with outdoor storage	P
Electrical shop and supply shop	P
Exterminating service	P
Heating and air conditioning retail sales and service	P
Plumbing and heating showroom and shop	P
Refrigeration shop, service and repair	P
Swimming pool sales and service	P
Sewer cleaning and rodding shop	P
Sign contractor; no outside storage	P
Window cleaning firm	P
6. Equipment and supplies.	
Bottled gas dealer	P

Business machines store	P
Equipment and appliance repair shop	P
Equipment rental and leasing service	P
Machinery sales establishment	P
Milk machine sales	P
Water softener service	P
Water sales and bottling	P
7. Storage, transport and mail order sales.	
Ambulance service	P
Frozen food locker	P
Limousine service	P
Mail order sales and warehousing	P
Storage, warehousing and wholesale establishments; does not include fuel oil, gasoline and other flammable material	P
8. Broadcasting facilities and recording studios.	
Radio and television broadcasting studio	P
Radio and television transmission or receiving tower	P
Recording studio	P
9. Tattooing.	S
(g) Automotive and related uses.	
1. Accessory sales.	
Automobile accessory, tire and battery stores	P
2. Fuels sales, service and repair.	
Automobile and truck fuel sales; with or without service	P
Automobile and truck service without fuel sales; includes car washes, oil change service, repair facilities, and related uses not otherwise listed	P
Body and fender shop	P
Motor vehicle impoundment yard; subject to the provisions of § 157.065(A)(2)(a)	
Paint shop	P
Vehicle towing establishment; subject to the provisions of § 157.065(A)(2)(b)	S
3. Parking.	
Parking lot; commercial	P
4. Vehicle sales and rental.	
Boat dealer	P

Camper dealer (sales)	P
Mobile home dealer	P
Motor vehicle dealer, new or used	P
Motorcycle sales	P
Recreation vehicle sales or rental	P
Snowmobile, sales and service	P
Trailer sale or rental	P
(h) Office uses.	
1. Professional offices.	
Accounting, auditing and bookkeeping	P
Attorney and law office	P
Business and professional office	P
Business office; goods, wares or merchandise are displayed or sold on the premise	P
Engineering and architectural service	P
Land surveyor	P
Landscape architect	P
Newspaper office; does not include printing	P
Professional Consultant	P
2. Organizations.	
Better Business Bureau	P
Chamber of Commerce	P
Charitable organization	P
Civic association	P
Labor union and organization	P
Merchants association	P
News syndicate	P
Political organization	P
Professional membership association	P
Real estate board	P
Social service and fraternal association	P
Trade association	P
(i) Healthcare and veterinary uses.	
1. Medical and dental offices, clinics and labs.	
Laboratory, medical and dental	P
2. Hospitals and care homes.	

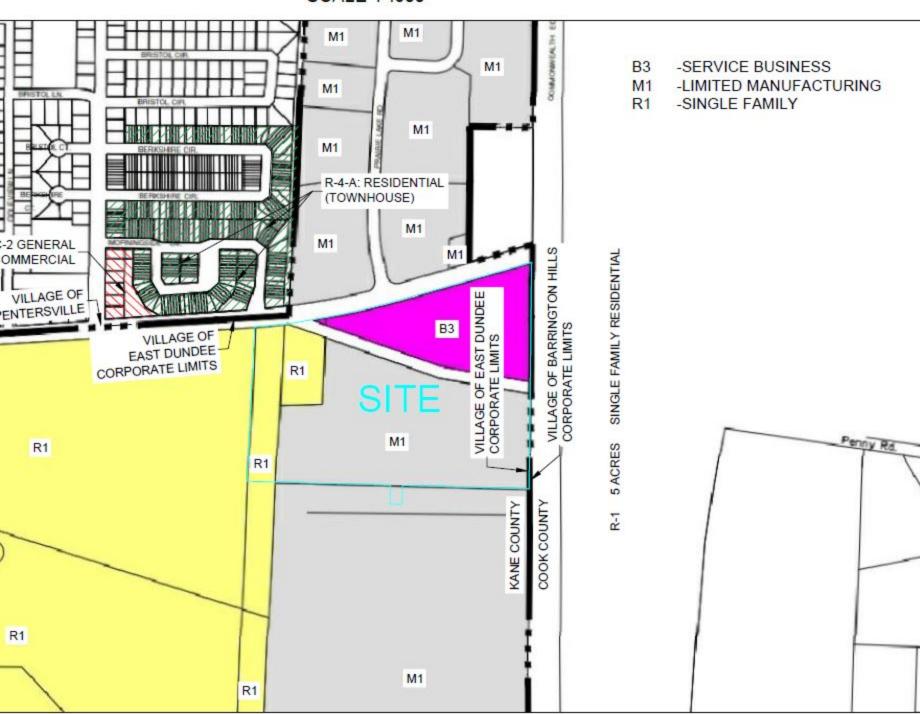
Hospitals or sanitariums	P	
3. Veterinarian offices, hospitals and kennels.		
Veterinary clinic and animal hospital; without outdoor kennels	P	
Veterinary clinic and animal hospital; with outdoor kennels	P	
(j) Manufacturing uses.		
1. Manufacturing.		
Manufacturing, assembly, disassembly, fabricating, repairing, storing, cleaning, servicing or testing establishment; operation shall conform with the applicable performance standards in § 157.065 and shall not be specifically prohibited by this chapter	P	
(k) Public, educational and institutional uses.		
1. General public.		
Cemetery, public or private; includes crematories and mausoleums provided that no building shall be located less than 100 feet from side and rear property lines	S	
Library and branch library	P	
Police or fire station	P	
Post office and post office sub-station	P	
Public service or municipal garage	P	
2. Educational.		
Schools, business, trade or vocational; non-boarding public or private	P	
3. Childcare.		
4. Institutional and assembly.		
Convention hall and center	S	
(1) Transportation, utility and solid waste uses.		
1. Transportation.		
Airports	S	
Cartage and express establishments; including motor freight terminals	P	added
Public transportation facilities; includes shelters, terminals, parking areas and service buildings	P	
Transit and transportation passenger shelter	P	
2. Utility.		
Public utility and public service use; subject to the provisions of § 157.065(A)(2)(c)	P	

Sewage treatment plant	P	
Telephone booth	P	
3. Solid waste.		
Waste transfer, storage and treatment facilities; as defined in the Illinois Environmental Protection Act in ILCS Chapter 415, Act 5 that are not otherwise defined in such Act as Pollution Control Facilities and subject to the provisions of § 157.065(A)(2)(d)	S	
(m) Accessory uses.	T	ī
1. Accessory to agricultural uses.		
2. Accessory to residential uses.		
3. Accessory to commercial uses.		
Accessory commercial operations yard; subject to the provisions of § <u>157.065(A)(2)(e)</u>	S	
Accessory uses provided in accordance with the provisions of § <u>157.085</u>	P	
Offices ancillary to any permitted or special use	P	
Open sales lot	S	
Storage yard; materials or equipment for on-site sales only	P	
4. Accessory to manufacturing uses.		
Accessory commercial operations yard subject to the provisions of § 157.065(A)(2)(e)	S	
Accessory uses provided in accordance with the provisions of § 157.085	P	
Offices ancillary to any permitted or special use	P	
Storage yard for material or equipment sales	P	
5. Other accessory uses.		
(n) Temporary uses.		
1. Temporary uses.		
Temporary building for construction purposes; not to exceed the duration of the construction	P	
(o) Other Permitted Uses		
1. Other Permitted Uses		
Those permitted uses enumerated in the Village's B-3 and B-4 Business Districts as set forth in Sections 157.053 B-3 And 157.054 B-4, respectively, including, without limitation,	P	added
(p) Other special uses.		
1. Other special uses.		

Planned unit development	S	
Similar and compatible uses to those listed as special uses	S	
Twenty-four hour per day operation of any permitted or special use	S	
Those special uses enumerated in the Village's B-3 and B-4 Business Districts as set forth in Sections 157.053 B-3 And 157.054 B-4, respectively	S	added



SCALE 1":600'



NOTICE OF PUBLIC HEARING
tice is hereby given that the Planning and Zoning & Historic Commission of the
East Dundee will hold a public hearing on July 6, 2023, at 6:00 P.M. at the East Lice Station 2nd Floor Meeting Room. 115 E. 3rd Street, East Dundee, Illinois,
er the following request:
request to rezone and establish a new Planned Use Development for Pal Land, I
d Pal Land II, LLC located in the M1 and/or M2 and/or R1 and/or 83 Zoning Disi
interested persons will be given an apportunity to be heard. Any questions reg
is public hearing process may be directed to France Battalico. Batrington A
st Dundee, Illinois, 60118 via email at FBattalico@eastdundee.net, or by phone
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Daily Herald June 21, 2023 (4601676)

CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

Fox Valley Daily Herald

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

I further certify that the Fox Valley DAILY HERALD is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published <u>06/21/2023</u>

in said Fox Valley DAILY HERALD. This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.

Designee of the Publisher of the Daily Herald

Control # 4601676



Memorandum

To: Village President and Board of Trustees

From: Erika Storlie, Village Administrator

Subject: Termination of License Agreement for Use of 611 Main St.

Date: October 16, 2023

Action Requested:

Staff recommends Village Board approval of a resolution authorizing the termination of a license agreement with the Dundee Township Foundation for the free usage of Village owned real property located at Summit Square (611 Main St, East Dundee IL).

Summary:

The Village has had an agreement with the Dundee Township Foundation ("Foundation") allowing the Foundation to use Village owned space at Summit Square for free since 2018. The agreement with the Foundation was amended in 2021 and is attached to this memo.

The agreement requires that the Foundation ensure that the spaces they occupy are in compliance with all applicable Village building, fire and life safety codes, and that the premises remains in compliance with the Village Code, the Village Zoning Ordinance, the Village Building Code, Kane County Health Department regulations and all federal, State of Illinois and other local laws, ordinances, regulations, rules, policies and directives. The East Dundee Fire Protection District recently inspected the premises and determined that the spaces occupied by the Foundation are not in compliance with Fire and Life Safety codes and ordered that a majority of those spaces be closed to the public in the interest of public safety.

Due to the substantial and egregious nature of the non-compliance with applicable life-safety building codes, the license agreement is recommended to be terminated. The agreement requires the Village to provide a 30 day notice of termination and thus upon approval of this resolution, the Village Attorney will send a termination notice to the Foundation and the Foundation will be required to vacate the premises by November 20, 2023.

Attachments:

Resolution
License Agreement

RESOLUTION NUMBER __-23

A RESOLUTION AUTHORIZING TERMINATION OF LICENSE AGREEMENT BETWEEN DUNDEE TOWNSHIP FOUNDATION, INC. AND THE VILLAGE OF EAST DUNDEE IN REGARD TO THE USE AND OCCUPANCY OF A PORTION OF THE SUMMIT SQUARE, 611 EAST MAIN STREET, EAST DUNDEE, ILLINOIS

- WHEREAS, the Village of East Dundee ("Village") is a home rule unit of local government pursuant to Section 6 of Article VII of the Constitution of the State of Illinois, and has the authority to exercise any power and perform any function pertaining to its government and affairs; and
- WHEREAS, on September 20, 2021, the Village Board passed Resolution Number 12-21 authorizing the Village to enter into a license agreement ("License Agreement") with Dundee Township Foundation, Inc. ("Foundation") to use certain Village-owned units at the Summit Square Building, located at 611 East Main Street, East Dundee, Illinois (the "Premises"); and
- WHEREAS, Section 3.1 of the License Agreement provides in pertinent part that either Party may terminate the License Agreement by providing thirty (30) days written notice to the other Party; and
- **WHEREAS,** Section 3.2 of the License Agreement provides in pertinent part that the Village is alleviated of any financial obligation to the Foundation for termination of the License Agreement if the Foundation is not in compliance with the License Agreement; and
- WHEREAS, Section 2.2.A of the License Agreement provides in pertinent part that the Foundation is responsible for ensuring compliance with all applicable Village building, fire and life safety codes, and that the Premises remains in compliance with the Village Code, the Village Zoning Ordinance, the Village Building Code, Kane County Health Department regulations and all federal, State of Illinois and other local laws, ordinances, regulations, rules, policies and directives; and
- WHEREAS, the Village President and Board of Trustees finds that the Foundation is not in compliance with all Village Codes, including, but not limited to, applicable fire and life safety codes; and
- **WHEREAS,** pursuant to Section 3.1 of the License Agreement, the Village President and Board of Trustees desires to terminate the License Agreement; and
- **WHEREAS**, the Village finds that terminating the License Agreement is in the best interest of the Village in order to protect the public health, safety and welfare of the Village residents; and
- **NOW, THEREFORE, BE IT RESOLVED** by the Village President and Board of Trustees of the Village of East Dundee, Cook and Kane Counties, Illinois, as follows:
- <u>Section One.</u> <u>Recitals.</u> The foregoing recitals are hereby incorporated into, and made a part of, this Resolution as the findings of the President and Board of Trustees of the Village of East Dundee.
- <u>Section Two</u>. <u>Termination of the License Agreement.</u> The Village Board of Trustees hereby approves the termination of the License Agreement, attached hereto as <u>Exhibit A</u>, and authorizes the Village Administrator and the Village Attorney to send notice to the Foundation of

the Termination as provided for in Section 3.1 and Section 4.1 of the License Agreement, and to take any such action as may be required to effectuate termination of the License Agreement.

<u>Section Three</u>. <u>Effective Date</u>. This Resolution shall be in full force and effect from and after its passage by a vote the Village Board of Trustees and approval in the manner required by law.

[SIGNATURE PAGE TO FOLLOW]

PASSED thisday of	of2023 pursuant to a	roll call vote as follows
AYES:		
ABSENT:		
	by me thisof	
	Jeffrey Lynam, Village Preside	ent
ATTEST:		
Katherine Diehl, Village Cle	rk	

RESOLUTION NUMBER | 2-21

A RESOLUTION OF THE VILLAGE OF EAST DUNDEE,
COOK AND KANE COUNTIES, ILLINOIS, APPROVING A LICENSE AGREEMENT
BETWEEN THE VILLAGE OF EAST DUNDEE AND DUNDEE TOWNSHIP
FOUNDATION, INC. IN REGARD TO THE USE AND OCCUPANCY OF A PORTION
OF THE SUMMIT SQUARE, 611 EAST MAIN STREET, EAST DUNDEE, ILLINOIS

WHEREAS, the Village of East Dundee ("Village") is a home rule unit of local government pursuant to Section 6 of Article VII of the Constitution of the State of Illinois, and has the authority to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, it is deemed necessary and desirable for the Village to approve and enter into the "License Agreement Between the Village of East Dundee and Dundee Township Foundation, Inc. in Regard to the Use and Occupancy of a Portion of the Summit Square, 611 East Main Street, East Dundee, Illinois," attached hereto as EXHIBIT A and made a part hereof ("Agreement"), by and between the Village and Dundee Township Foundation, Inc., an Illinois not-for-profit corporation;

NOW THEREFORE BE IT RESOLVED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, AS FOLLOWS:

- <u>SECTION 1:</u> Incorporation. That each Whereas paragraph above is incorporated by reference into this Section and made a part hereof as material and operative provisions of this Resolution.
- <u>SECTION 2:</u> Approval. That the Village President and Board of Trustees authorize and approve the Agreement and direct the Village President and Village Clerk to execute the Agreement, along with all other instruments and documents that are necessary to fulfill the Village's obligations under the Agreement. The Village President and Board of Trustees direct Village staff to comply with all of the applicable obligations of the Village under the Agreement.
- SECTION 3: Severability. That if any Section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such Section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.
- **SECTION 4:** Repeal. That all resolutions, motions or parts thereof in conflict with this Resolution shall be and the same are hereby repealed.
- **SECTION 5: Effect.** That this Resolution shall be in full force and effect forthwith upon its adoption, approval and publication in pamphlet form as provided by law.

ADOPTED this day of September, 2021, pursuant to a roll call vote as follows:
AYES: Trustees Andresen Runze, Brittin and Saviano
NAYES: Trustees Mahony and Treiber
ABSENT:
Jeffrey Lynam, Village President
ATTEST:
Katherine Diehl Village Clerk

Published in pamphlet form this 21 stay of September, 2021, under the authority of the Village President and Board of Trustees.

Recorded in the Village records on September 21, 2021.

EXHIBIT A

LICENSE AGREEMENT BETWEEN THE VILLAGE OF EAST DUNDEE AND DUNDEE TOWNSHIP FOUNDATION, INC. IN REGARD TO THE USE AND OCCUPANCY OF A PORTION OF THE SUMMIT SQUARE, 611 EAST MAIN STREET, EAST DUNDEE, ILLINOIS

(attached)

LICENSE AGREEMENT

BETWEEN THE VILLAGE OF EAST DUNDEE AND DUNDEE TOWNSHIP FOUNDATION, INC. IN REGARD TO THE USE AND OCCUPANCY OF A PORTION OF THE SUMMIT SQUARE, 611 EAST MAIN STREET, EAST DUNDEE, ILLINOIS

This LICENSE AGREEMENT BETWEEN THE VILLAGE OF EAST DUNDEE

AND DUNDEE TOWNSHIP FOUNDATION, INC. IN REGARD TO THE USE AND

OCCUPANCY OF A PORTION OF THE SUMMIT SQUARE, 611 EAST MAIN

STREET, EAST DUNDEE, ILLINOIS ("Agreement") is entered into this of day of day of limit of the l

WITNESSETH

WHEREAS, Article VII, Section 10(a) of the Illinois Constitution of 1970 authorizes units of local government to contract or otherwise associate among themselves, individuals, associations and corporations in any manner not prohibited by law; and

WHEREAS, 65 ILCS 5/8-1-2.5 authorizes municipalities to appropriate and expend funds for economic development purposes, including, without limitation, the making of grants to any other governmental entity or commercial enterprise that are deemed necessary or desirable for the promotion of economic development within the municipality; and

WHEREAS, the Village owns a portion of the real property commonly known as Summit Square, 611 East Main Street, East Dundee, Illinois, as legally described and

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depicted in **EXHIBIT A**, respectively, attached hereto and made a part hereof ("Subject Property"); and

WHEREAS, the Village desires to allow the Foundation to use and occupy ten (10) classroom spaces within the Subject Property, as depicted and described in EXHIBIT B attached hereto and made a part hereof ("Licensed Premises"), if the terms and conditions in this Agreement are met; and

WHEREAS, the Foundation desires to use and occupy the Licensed Premises on the terms and conditions set forth in this Agreement; and

WHEREAS, it is in the best interests of the Parties to enter into this Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, representations and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereto agree as follows:

SECTION 1: INCORPORATION OF PREAMBLES

The preambles hereto, as set forth above, are incorporated herein by reference and are made part hereof.

SECTION 2: LICENSE AND LIMITATIONS

- 2.1 Grant of License. The Village hereby grants to the Foundation a revocable license ("License") to occupy and use, subject to all of the terms, conditions and restrictions contained herein, the Licensed Premises for the limited uses of a clothing closet program, a food pantry and social service / training events with each use to only be operated within the portions of the Licensed Premises described for each such use as set forth in **EXHIBIT B**. The Foundation shall pay the Village a one-time License fee of Ten and No/100 Dollars (\$10.00).
- <u>2.2 Scope and Limitations of License.</u> The License granted herein shall permit the Foundation to use and occupy the Licensed Premises for the uses set forth in Section 2.1 above, subject to the restrictions and requirements imposed by this Agreement, including, but not limited to, the following restrictions and requirements:

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- Α. At its sole cost and expense, the Foundation shall obtain all permits and shall make all necessary improvements to the Licensed Premises in order to bring the Licensed Premises in to compliance with all applicable Village building, fire and life safety codes ("Improvements"). The Village shall waive its building permit fees otherwise applicable to the Improvements, but the waiver excludes, and the Foundation shall pay for, review and inspection fees charged to the Village or to the Foundation by thirdparties. It shall be the Foundation's responsibility to ensure that the Licensed Premises remains in compliance with the Village Code, the Village Zoning Ordinance, the Village Building Code, Kane County Health Department regulations, and all federal, State of Illinois, and other local laws, ordinances, regulations, rules, policies and directives (collectively the "Laws") at all times that the Foundation occupies the Licensed Premises. All Improvements must be pre-approved by the Village Administrator.
- B. At its sole cost and expense, the Foundation shall be responsible for all maintenance and upkeep of the Licensed Premises and all utility charges for the Licensed Premises.
- C. Any maintenance to the Licensed Premises provided by the Village, in its sole discretion, shall be performed at a level approved by the Village Administrator. Any such maintenance shall be minor and have a minimal impact on Village operations.
- D. The Village may access the Licensed Premises at any time.
- E. The Foundation shall refrain from using the Licensed Premises in any unreasonable, unsafe and/or illegal manner, and shall at all times use the Licensed Premises in full compliance with all applicable provisions of this Agreement and the Laws.
- F. The Foundation shall not permit any person to work at the Licensed Premises, whether as a Foundation employee or volunteer, unless the person has passed a criminal background check and been found to have a satisfactory character to work at a clothing closet program, a food pantry and social service / training events.
- G. The Foundation shall comply with all requirements of the Summit Square Owners Association ("Association") and Summit Square Condominiums Declaration, as amended from time to time, including the use of the common areas around the Licensed Premises. So long as the Village is a voting member of the Summit Square Business Condominium Association, the Village will vote to reasonably protect the Foundation's access to all common areas including hallways, bathrooms, signage,

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- entrances, parking lot and common area rooms equal to the access and use permitted to all other tenants and owners in the building.
- H. The Foundation shall not be required to pay any assessments or fees levied by the Association on the Licensed Premises during the term of the Village's agreement with the Association. If the Village's agreement with the Association changes, the Village and Foundation will negotiate for fees for the improved portions of the Foundation's space. The Foundation will pay a proportionate share of the garbage costs to the Village which shall forward such payments to the Association. The Foundation shall have no rights or interest in the Association, voting or otherwise, by virtue of this Agreement, and the Village retains all such rights and interests during its period of ownership of the Licensed Premises.
- <u>2.3 Term of License.</u> This Agreement, and the License granted herein, shall remain in effect until terminated by agreement of the Village and the Foundation, or until termination as set forth in Section 3 below. The License is for the temporary permissive use of the Licensed Premises only and creates no tenancy, property and/or other interest in the Licensed Premises on the part of, or for the benefit of, the Foundation or any user of the Licensed Premises.
- <u>2.4 Non-Assignability of License.</u> The License is personal and shall not be assigned and/or transferred to any other person or entity without the expressed written consent of the Village, which consent may be withheld in the Village's sole and absolute discretion.

SECTION 3: TERMINATION

- 3.1 Termination. This Agreement may be terminated by either Party by providing thirty (30) days written notice to the other Party, except that the Village may not terminate this Agreement under this Section 3.1 within the first six (6) months after the Effective Date. If this Agreement is terminated by the Foundation, the Village shall have no obligation to reimburse the Foundation for the cost and expense of any Improvements. Upon termination the Foundation shall vacate the Licensed Premises and leave the Licensed Premises in as good, or better, condition than existed on the Effective Date.
- 3.2 Termination By Village. If the Village terminates this Agreement, if the Foundation was in compliance with all of its obligations in this Agreement as of the date the Village terminated this Agreement, and if the Foundation thereafter opens and operates a clothing closet program, a food pantry and social service / training events at another location for at least six (6) consecutive months within twelve (12) months of the Village's termination of this Agreement, then the Village shall reimburse the Foundation for the cost and expense of all the Improvements up to Five Thousand and No/100 Dollars (\$5,000.00), except that the cost of each Improvement shall be reduced by

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twenty-five percent (25%) at the end of the calendar year each year following the installation of said Improvement. The Village shall only be obligated to reimburse the Foundation for the cost of any Improvement as depreciated herein.

- 3.3 Purchase of Licensed Premises By Foundation. If the Foundation purchases the Licensed Premises from the Village, either through a customary sale and purchase or through a subsequent lease to own arrangement under a separate agreement, the Village shall reduce the sale price of the Licensed Premises by the cost and expense of the Improvements, subject to a reduction in the value of the Improvement per the depreciation schedule set forth in Section 3.2 above.
- 3.4 Default. In the event that a Party fails to perform under this Agreement, the other Party shall notify the non-performing Party of the default, in writing, setting forth the nature of the default. The Party that has failed to perform shall have five (5) days after receipt of the notice to correct such failure or, in the event said correction cannot be accomplished within said five (5) day period, take substantial steps toward correcting the failure within said five (5) day period, with the correction to be made within fifteen (15) days of the aforementioned notice. If, after fifteen (15) days, the default has not been corrected, or if after five (5) days substantial steps have not been taken to correct the default, with the default being corrected within the aforementioned fifteen (15) day period, the Party serving the notice may then declare this Agreement terminated. If any legal action is instituted to enforce this Agreement or any part of this Agreement by the Village, the Village shall be entitled to recover reasonable attorney's fees and court costs if it prevails in the legal action.

SECTION 4: NOTICES

- **4.1** Delivery and Effective Date. Notice or other writings which either Party is required to, or may wish to, serve upon the other Party in connection with this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:
 - (A) If to the Village:

Village of East Dundee 120 Barrington Avenue East Dundee, Illinois 60118 Attention: Village Administrator

With an additional copy to:

Klein, Thorpe & Jenkins, Ltd. 20 N. Wacker Drive, Suite 1660 Chicago, Illinois 60606 Attention: Gregory T. Smith

(B) If to the Foundation:

Dundee	Township	Foundation,	Inc.

or to such other address, or additional parties, as either Party may from time to time designate in a written notice to the other Party. Service by certified mail shall be deemed given on the third day following the mailing of said notice, and service by personal delivery shall be deemed given upon actual delivery.

SECTION 5: MISCELLANEOUS PROVISIONS

5.1 Indemnification and Insurance. The Foundation covenants and agrees to indemnify, defend and hold harmless the Village and its elected officials, officers, agents, employees and volunteers, and the Association and its officers, agents, employees and volunteers, from and against any and all claims, losses, lawsuits, actions, injuries, accidents, costs and/or expenses (including reasonable attorneys' fees) for damages to person(s) or property arising out of or in relation to the acts or omissions of the Foundation or the Foundation's officers, agents, contractors, employees, volunteers, invitees, guests or permittees relating in any way to the use, maintenance or repair of the Licensed Premises or the Subject Property. In the event of any claims, actions, suits, damages, costs, expenses and liabilities, the Village and the Association, as the case may be, shall have the right to counsel of its choice and the right to direct its own defense. The Foundation shall maintain liability insurance coverage for the Licensed Premises from the commencement of the term of this Agreement until its termination. The Village shall have the right to approve the coverage, coverage limits and carrier of the liability insurance, which approval shall not be unreasonably withheld, which coverage limits shall be no less than the follows:

- A. Comprehensive General Liability \$1,000,000 per occurrence and \$2,000,000 in the aggregate
 - B. Umbrella Coverage \$3,000,000
 - C. Property Damage \$1,000,000 per occurrence
 - D. Workers' Compensation Statutory

The Foundation shall provide the Village with a certificate of insurance describing such insurance coverage before the Effective Date, and shall update same, as necessary thereafter, during the term of this Agreement. Such insurance coverage shall name the Village, its elected officials, officers, agents, employees and volunteers, and the Association and its officers, agents, employees and volunteers, as additional insureds, and shall provide that the insurance coverage provided by the Foundation shall be primary and non-contributory to any insurance coverage of the Village and the Association, as the case may be. Failure of the Foundation to provide such insurance

certificate after notice from the Village of the Foundation's failure to provide a current certificate of insurance, shall terminate this Agreement without further action by either Party.

- <u>5.2 Severability of Agreement.</u> The terms and conditions set forth in this Agreement shall be severable. In the event that any of the provisions contained herein are declared by a court of competent jurisdiction to be inconsistent with federal, State of Illinois or local law, or otherwise unenforceable for any reason whatsoever, the remaining provisions shall remain in full force and effect as to the Parties.
- 5.3 No Waiver. Nothing contained in this Agreement shall constitute a waiver of any privileges, defenses or immunities which the Village may have under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et seq., with respect to any claim brought by a third party. The failure of any Party to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, by any other Party, shall not constitute or be construed as a waiver or relinquishment of any Party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.
- <u>5.4 Choice of Law / Venue.</u> This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, and any court proceedings between the Parties hereto shall be brought in Kane County, Illinois.
- <u>5.5 Force Majeure.</u> If the performance by any Party hereunder is delayed as a result of circumstances which are beyond the reasonable control of such Party (which circumstances shall only include acts of God, war, strikes or similar acts of *force majeure*), the time for such performance shall be extended by the amount of time of such delay.
- 5.6 No Third Party Beneficiaries. This Agreement is not intended to benefit any person, entity or municipality not a Party to this Agreement, and no other person, entity or municipality shall be entitled to be treated as beneficiary of this Agreement. This Agreement is not intended to nor does it create any third party beneficiary or other rights in any third person or party, including, but not limited to, any agent, contractor, subcontractor, consultant, volunteer or other representative of any Party hereto. No agent, employee, contractor, subcontractor, consultant, volunteer or other representative of the Parties hereto shall be deemed an agent, employee, contractor, subcontractor, consultant, volunteer or other representative of any other Party hereto.
- <u>5.7 Counterparts.</u> This Agreement may be executed simultaneously in two (2) counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

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- <u>5.8 Entire Agreement.</u> This Agreement contains the entire understanding between the Parties and supersedes any prior understanding or written or oral agreements between them regarding the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between and among the Parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.
- <u>5.9 Effective Date.</u> This Agreement shall be deemed dated and become effective on the date on which the last of the Parties executes this Agreement, which date shall be inserted on page 1 of this Agreement.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Village, pursuant to authority granted by the adoption of a Motion/Resolution by its Board of Trustees, has caused this Agreement to be executed by its President and attested by its Clerk; and the Foundation, pursuant to property authority, has caused this Agreement to be signed by its President and attested by its Secretary.

VILLAGE OF EAST DUNDEE	DUNDEE TOWNSHIP FOUNDATION
$\bigcirc M(\bigcirc) $	INC.
Ву:	By: Pature Whiteratter President
Jeffrey/l/ynaffi, president	Patricia Whiteatha, President
ATTEST:	ATTEST:
Hatlering Diell	Auson F. Harrey
Katherine Diehl, Clerk	Susan F. HarneSecretary
Dated: September 20, 2021	Dated: Oct 18,2021

EXHIBIT A

Legal Description and Depiction of the Subject Property

P.I.N.: 03-26-226-000

Common Address: 611 East Main Street, East Dundee, Illinois 60118

[See Attachment Plat of Subject Property]

10

Alam J. Coulson, P.C. PROFESSIONAL LAND SURVEYORS PLAT OF SURVEY

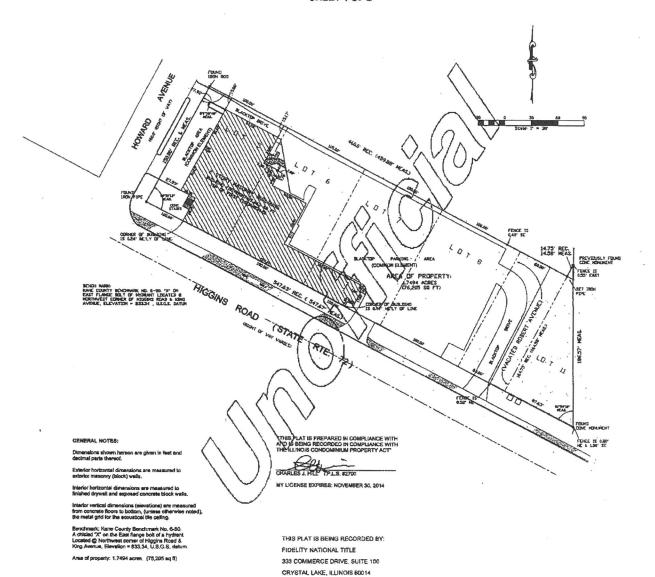
2013K069969

OF PROPERTY DESCRIBED AS FOLLOWS:

Lots 5, 6, 7, 8, and 11, and all that part of vacated Robert Avenue lying between the Southeastedy extension of the Northeastedy and Southwestedy times of said Lots 5 through 8, in Block 1 of Fox River Blufts Unit 1, a subdivision of part of Section 23, Township 42 North, Range 6 East of the Third Principal Medidian, in the Village of East Dundee, Kane County, Illinois

SUMMIT SQUARE CONDOMINIUM

SHEET 1 OF 2



FIELD WORK COMPLETED: April 5, 2013

Ainn J. Coalson , P.C.
PROFESSIONAL LAND SURVEYORS
645 S. 8th Bt., (Rits. 31) West Durdee, II. 60118
Phone: (847) + 245-2911 Fax: (847) + 245-8014
E-Mail: SIRVAYR@AOL.COM

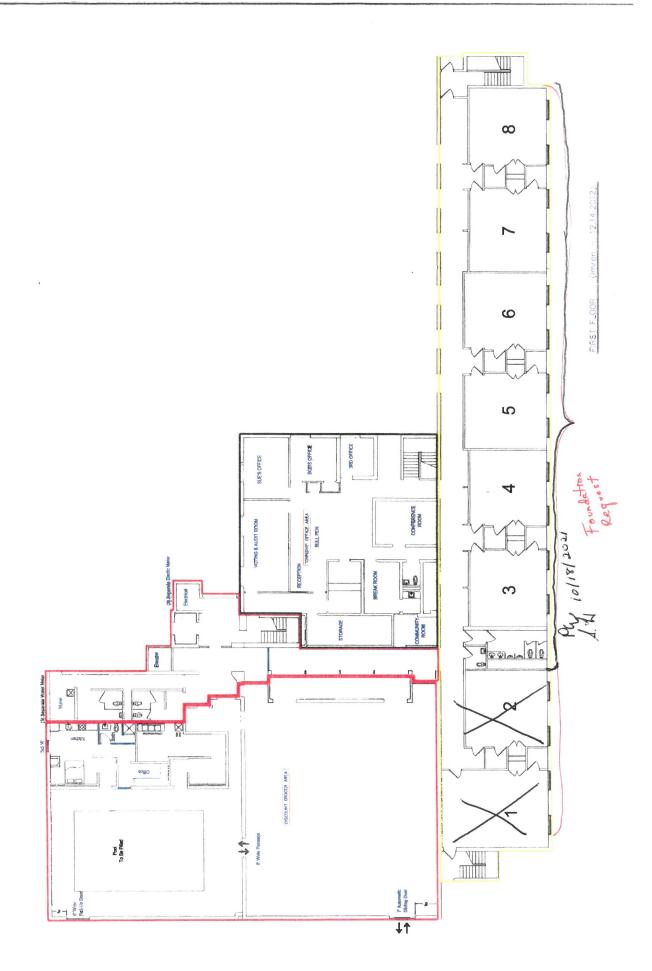
EXHIBIT B

Depiction and Description of the Licensed Premises

[INSERT DESCRIPTION OF THE SPACES ALLOWED AS PART OF THE LICENSED PREMISES AND THE USES TO OCCUR WITHIN EACH SPACE]

(Depiction Attached)

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(mran - 12.14.2012)

Memorandum

To: Village President and Board of Trustees

From: Phil Cotter, Director of Public Works

Subject: Discussion of Downtown Truck Traffic Evaluation Report

Date: October 16, 2023



Action Requested:

Staff requests Village Board discussion of the Downtown Truck Traffic Evaluation Report which was prepared by the transportation and parking planning consulting firm of Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA).

Summary:

In recent years, staff have received numerous concerns about truck traffic in the downtown area, truck traffic and excessive speeds along Water Street, and truck/vehicle traffic on Bonnie Dundee Road. In response to these concerns, the Village retained the services of KLOA, Inc. to evaluate truck traffic in and through downtown East Dundee and to also evaluate the need to reduce the speed limits on Water Street and Bonnie Dundee Road. The vehicle/truck volumes and speed survey data included in this report were collected in February of 2023. KLOA's report provides the following conclusions:

- Truck Traffic/Routes
 - Barrington Avenue, between Water Street and IL 68, should be designated as a truck route.
 - Water Street (north of Barrington Avenue) southbound truck traffic on this street should be required to turn left on to Barrington Avenue to continue up to RT 68, prohibiting trucks from continuing south on Water St. to RT 72.
 - Water Street (south of Barrington Avenue) recommended to be restricted to local deliveries only, prohibiting trucks from entering Water St from RT 72.
- Water Street the speed limit of 30 miles per hour (mph) is adequate between North Street and Barrington Avenue and between Hill Street and Jackson Street.
 - There has been some discussion associated with the Riverfront Master Plan about expanding/connecting William Bartels Park to the riverfront and/or creating an on-street bike lane on Water Street. The 30 mph speed limit along Water Street may need to be re-evaluated if these scenarios are implemented.

• Bonnie Dundee Road – the speed limit of 25 mph is adequate and the roadway is not (or minimally) being utilized as a cut-through between IL 25 and Wilmette Ave.

Should the Village Board form a consensus to develop a designated truck route, per the recommendation of KLOA, staff will present an ordinance for consideration at an upcoming Village Board meeting. A representative from KLOA will attend Monday's Village Board meeting to answer any questions regarding this study.

Attachment:

KLOA Report



9575 West Higgins Road, Suite 400 | Rosemont, Illinois 60018 p: 847-518-9990 | f: 847-518-9987

MEMORANDUM TO: Philip Cotter

Village of East Dundee

FROM: Brendan S. May, PE, PTOE

Senior Consultant

Luay R. Aboona, PE, PTOE

Principal

DATE: September 1, 2023

SUBJECT: Downtown Truck Traffic Evaluation

East Dundee, Illinois

This memorandum summarizes a traffic evaluation prepared by Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA, Inc.) at the request of the Village of East Dundee regarding the truck traffic routing in and through downtown East Dundee. Additionally, this study evaluated the need to reduce the speed limit on Water Street and Bonnie Dundee Road. The purpose of this study was to examine existing traffic conditions to quantify the amount of truck traffic cutting through the downtown area, to determine if the amount of truck traffic meets the criteria for roadways' functions or if any of the routes warrant the need for restrictions, and to evaluate the prevailing speed on Water Street and Bonnie Dundee Road to determine the need to reduce the speed limit.

Existing Roadway Characteristics

The functional classification of the study area roadways and major traffic control for the study area intersections characteristics of the existing streets near the development are described below and illustrated in **Figure 1**. All figures are included in the Appendix.

Water Street is generally a north-south roadway that is designated as a major collector by the Illinois Department of Transportation (IDOT). Water Street extends from Main Street north into the Village of Carpentersville and provides a single travel lane in each direction. Water Street is under stop-sign control at its intersections with Main Street and Barrington Avenue. Water Street is under the jurisdiction of the Village of East Dundee, carries an annual average daily traffic (AADT) volume of 2,600 vehicles (IDOT 2018), and has a posted speed limit of 30 miles per hour.

Van Buren Street is a north-south roadway that is designated as a major collector by IDOT. Van Buren Street extends from Williams Place north into the Village of Carpentersville and provides a single travel lane in each direction. Van Buren Street has a signalized intersection with Main Street and is under stop-sign control at its intersection with Barrington Avenue. It should be noted that Van Buren Street between Barrington Avenue and Summit Avenue/Edwards Avenue is signed for a weight limit of 7 tons. Van Buren Street is under the jurisdiction of the Village of East Dundee, carries an AADT volume of 2,600 vehicles (IDOT 2018), and has a posted speed limit of 25 miles per hour.

Barrington Avenue is an east-west roadway that extends from Water Street east to IL 68. The roadway provides one travel lane in each direction and is designated as a minor collector by IDOT. Barrington Avenue is under stop sign control at its intersections with Water Street, 2nd Street, 3rd, Street, and Van Buren Street. At the intersection of Barrington Avenue with Van Buren Street, the Barrington Avenue eastbound approach provides a shared left-turn/through lane and an exclusive right-run lane. Barrington Avenue is under the jurisdiction of the Village of East Dundee, carries an AADT volume of 2,100 vehicles (IDOT 2018), and has a posted speed limit of 25 miles per hour.

River Street is a north-south roadway that extends from Williams Place north to Barrington Avenue and provides a single travel lane in each direction. River Street has a signalized intersection with Main Street and is under stop-sign control at its intersection with Barington Avenue. It should be noted that River Street is one-way southbound, south of Main Street. River Street is under the jurisdiction of the Village of East Dundee and has a posted speed limit of 25 miles per hour.

North Street is an east-west local roadway that extends from Water Street to 3rd Street and provides a single travel lane in each direction. It should be noted that North Street at Barrington Avenue is signed for "No Thru Trucks Over 10,000 Lbs Local Delivery Only". North Street is under the jurisdiction of the Village of East Dundee and has a posted speed limit of 25 miles per hour.

Jackson Street is an east-west local roadway that extends from Water Street to 350 feet east of Van Buren Street and provides a single travel lane in each direction. Jackson Street is under the jurisdiction of the Village of East Dundee and has a posted speed limit of 25 miles per hour.

East 3rd Street is a north-south roadway that extends from Hill Street north into the Village of Carpentersville and provides a single travel lane in each direction. 3rd Street is under the jurisdiction of the Village of East Dundee and has a posted speed limit of 25 miles per hour.

Bonnie Dundee Road is an east west roadway that extends from Wilmette Avenue east to IL 25 and provides a single travel lane in each direction. Bonnie Dundee Road is under stop-sing control at its intersections with Wilmette Avenue and IL 25 and is under stop-sign control in the westbound direction only at its intersection with Ravine Road. Parking is not permitted on either side of the roadway. It should be noted that Bonnie Dundee Road is signed for no trucks. Bonnie Dundee Road is under the jurisdiction of the Village of East Dundee between Wilmette Avenue and Council Hill Road and has a posted speed limit of 25 miles per hour.

Area Truck Routes

Based on information provided by IDOT via the *Getting Around Illinois* website, IL 25 to the east, IL 72 east of IL 25 to the east and IL 31 to the west are all IDOT designated Class II truck routes. The IDOT Class II truck routes include major arterials that are not built to interstate standards but have 11-foot-wide lanes that can accommodate trucks with widths of less than eight and a half feet.

While the Village does not have any designated truck routes, based on discussions with Village staff, it is our understanding that all trucks are directed around the downtown area. However, given that Lionize Delivery Solutions, Inc. is located just north of the downtown area with access only provided via 3rd Street. The trucks generated by Lionize Delivery Solutions, Inc. are directed south to Barrington Avenue and then east all the way to IL 68.

Existing Traffic Volumes

In order to determine current traffic conditions within the study area, KLOA, Inc. conducted 72-hour weekday classification counts in February 2023 at the following locations:

- 3rd Street between North Street and Barrington Avenue
- Barrington Avenue between 2nd Street and 3rd Street
- Barrington Avenue between 3rd Street and River Street
- Barrington Avenue east of Van Buren Street
- Water Street between Barrington Avenue and North Street
- Water Street between Jackson Street and Hill Street
- River Street between Barrington Avenue and Railroad Street
- Van Buren Street between Barrington Avenue and Railroad Street

The classification counts were broken down into three classes, light vehicles (passenger vehicles, motorcycles, etc.), single unit trucks (fixed body trucks with three axles), and multi-unit trucks (trucks pulling a trailer, most commonly semi-trailer trucks). Additionally, speed surveys were conducted along Water Street between Barrington Avenue and North Street, Water Street between Jackson Street and Hill Street, and along Bonnie Dundee Road between IL 25 and Wilmette Avenue. The results of the vehicle classification counts and speed surveys are illustrated on the following figures:

- **Figure 2** illustrates the two-way average daily traffic (ADT) volume for all vehicles
- **Figure 3** illustrates the directional average daily traffic (ADT) volume for all vehicles
- **Figure 4** illustrates the two-way average daily traffic (ADT) volume for trucks
- **Figure 5** illustrates the directional average daily traffic (ADT) volume for trucks
- **Figure 6** illustrates the two-way average daily traffic (ADT) volume for single-unit trucks
- **Figure 7** illustrates the two-way average daily traffic (ADT) volume for multi-unit trucks
- **Figure 8** illustrates the results of the speed surveys for Water Street and Bonnie Dundee Road.

The following summarizes the findings of the vehicle classification counts:

- Water Street, Van Buren Street, and Barrington Avenue, which are classified as collector roadways, carry the highest two-way daily traffic volumes for the downtown area.
- The highest total two-way truck traffic volumes observed was along Water Street, north of North Street and on Barrington Avenue east of Van Buren Street with a total of 135 and 68 total truck (single and multi-unit), respectively.

- The highest total two-way multi-unit truck volumes were observed to be on Water Street south of Hill Street, Van Buren Street south of Barrington Avenue, and Barrington Avenue east of Van Buren Street.
 - Of the two-way total multi-unit trucks on Barrington Avenue and Van Buren Street, it is estimated that approximately nine of the trucks arrive to/depart from Lionize Delivery Solutions, Inc.
 - Of the two-way total multi-unit trucks on Barrington Avenue east of Van Buren Street, approximately 50 percent are eastbound trucks and 50 percent are westbound trucks.
 - Of the two-way total multi-unit trucks on Van Buren Street south of Barrington Avenue, approximately 50 percent are southbound trucks and 50 percent are northbound trucks.
 - Of the two-way total multi-unit trucks on Water Street south of Hill Street, approximately 65 percent are southbound trucks and 35 percent are northbound trucks.
 - Of the two-way total multi-unit trucks on Barrington Avenue between 3rd Street and River Street approximately 75 percent of trucks are eastbound trucks and 25 percent are westbound trucks.
 - On the remaining segments, the two-way total multi-unit trucks traffic are generally evenly distributed in both directions.

Tables summarizing the hourly average daily traffic volumes by direction and vehicle classification, and the results of the speed surveys are included in the Appendix.

Evaluation of Vehicle Classification Traffic Count Data

Based on *Residential Streets*, Third Edition¹, collector roadways typically have a daily volume over 1,500 vehicles. Therefore, the traffic volumes along Water Street, Barrington Avenue and Van Buren Street currently carry traffic volumes that are consistent with their functional classification. The collector road system is designed to support the arterial road network. Collector roads consist of medium-capacity, medium volume roads that have limited continuity and serve to distribute traffic between the higher-level arterials and the lower-level local roads.

Similarly, based on *Residential Streets*, local roads typically have a daily volume between 400 and 1,500 vehicles. As such, the traffic volumes along 3rd Street and River Street are consistent with their functional classification. Local roads provide direct access to private property and connect with the arterial and collector roads. Trip lengths on local roads are typically short and volumes and speeds are typically low.

¹ Residential Streets, Third Edition was developed by the National Association of Home Builders (NAHB), the American Society of Civil Engineers (ASCE), the Institute of Transportation Engineers (ITE), and the Urban Land Institute (ULI).

It should be noted that the daily traffic volumes are generally similar in both directions along Water Street, 3rd Street, River Street, Barrington Avenue east of Van Buren Street, and Bonnie Dundee Road which indicates that if cut-through traffic is occurring on these roadways, it is likely limited.

However, the daily traffic volumes along Barrington Avenue between Water Street and Van Buren Street and along Van Buren Street show a higher volume of eastbound and southbound traffic volumes. This is likely due to southbound vehicles on Water Street that traverse through the downtown area to turn left onto Main Street from either the signalized intersections of River Street or Van Buren Street with Main Street. Given that Van Buren Street is better designed and designated for the circulation of vehicles, it can be seen that most vehicles utilize Van Buren Street in lieu of River Street to turn onto Main Street.

Trucks travelling on Barrington Avenue between Water Street and Van Buren Street must traverse the downtown area which has increased pedestrian and vehicle traffic, particularly as vehicles are looking for parking. Furthermore, the Fox River Trail has crossings with Barrington Avenue, Railroad Street, Hill Street and Jackson Street within the vicinity of River Street. As such, any trucks traveling between Water Street and Van Buren Street must cross the trail crossings.

Overall, over 90 percent of the area truck traffic were travelling on collector roadways which per their functional classification, are designed to carry traffic between local roads and arterial roadways such as Main Street (IL 72) or Penny Avenue (IL 68). Looking specifically at multi-unit truck traffic, over 85 percent were travelling on collector roadways. On the local roadways, approximately five to ten multi-unit trucks per day were observed, however, these were trucks generated by Lionize Delivery Solutions, Inc. or trucks for local deliveries.

Based on the findings of the vehicle classification counts, and to minimize the volume of traffic traversing the other roadways within the downtown area, it is recommended that Barrington Avenue between Water Street and IL 68 be the designated truck routes for the area. This is inclusive of vehicles performing local deliveries or vehicles generated by Lionize Delivery Solutions, Inc. Furthermore, all existing trucks on Water Street should be restricted to Water Street, to then turn right onto Main Street. Should it be desired, the Water Street truck route south of Barrington Avenue can be restricted to local deliveries only. **Figure 9** illustrates the recommended truck routes for the area.

Evaluation of Speed Data

The main factors affecting travel speeds are the roadway's physical and operating characteristics including width of road, number of travel lanes, hills, curves, roadway surface, and length of free-flow conditions. Many of these attributes are fixed along a roadway's infrastructure and are generally difficult and/or costly to change. Courts typically only uphold tickets when they are 8 to 10 mph over the speed limit and as such, 85th percentile speed within five miles per hour are typically considered accepted or reasonable. As can be seen from the results of the speed surveys on Water Street, the average and 85th percentile speeds were below the posted speed limit of 30 miles per hour.

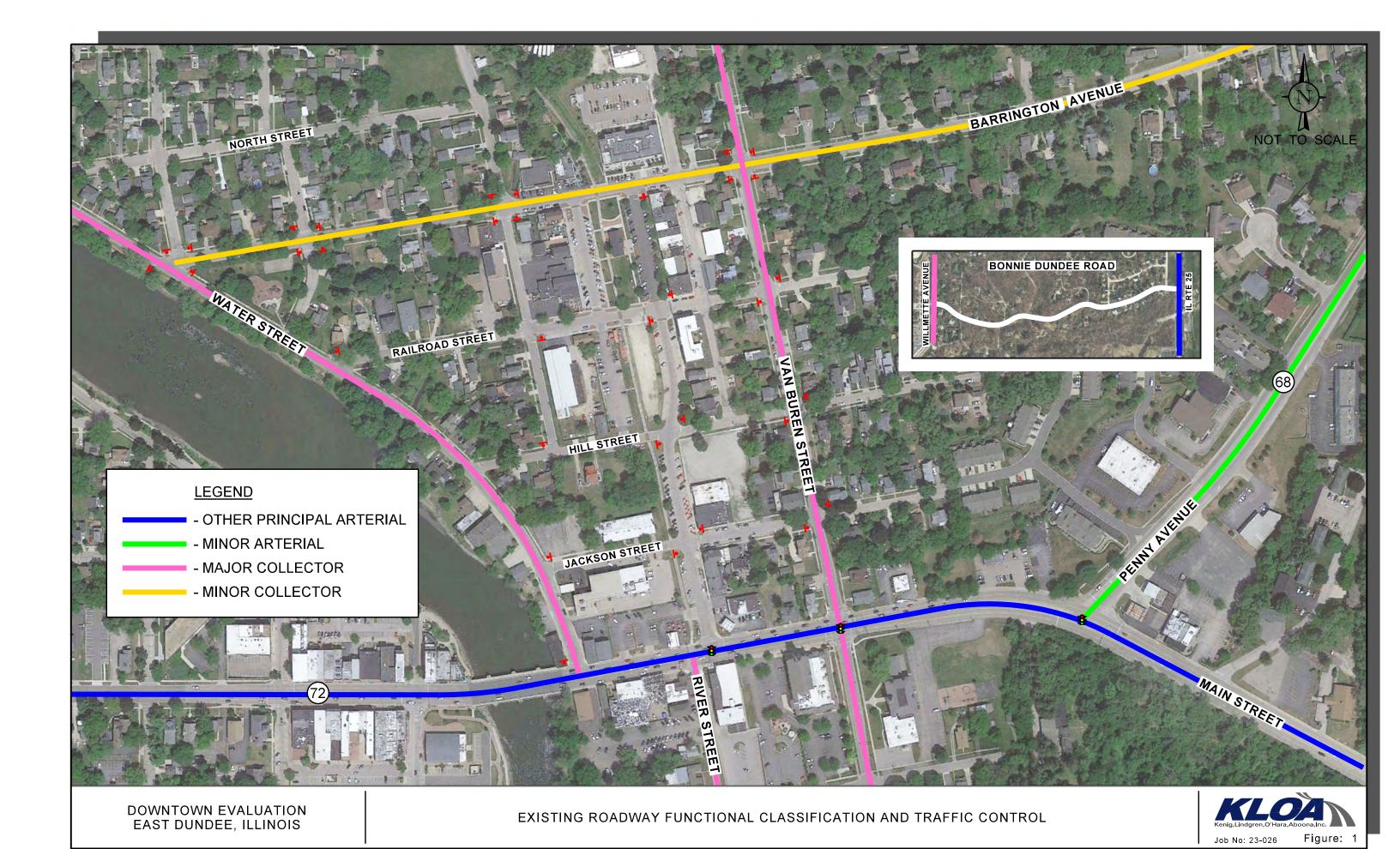
Additionally, as can be seen from the results of the speed surveys on Bonnie Dundee Road, the average speed limit is consistent with the posted speed limit of 25 miles per hour, and the 85th percentile speed is within five miles per hour of the posted speed limit. As such, the posted speed limits along both roadways are acceptable and no modifications to the speed limit or traffic calming measures will be necessary.

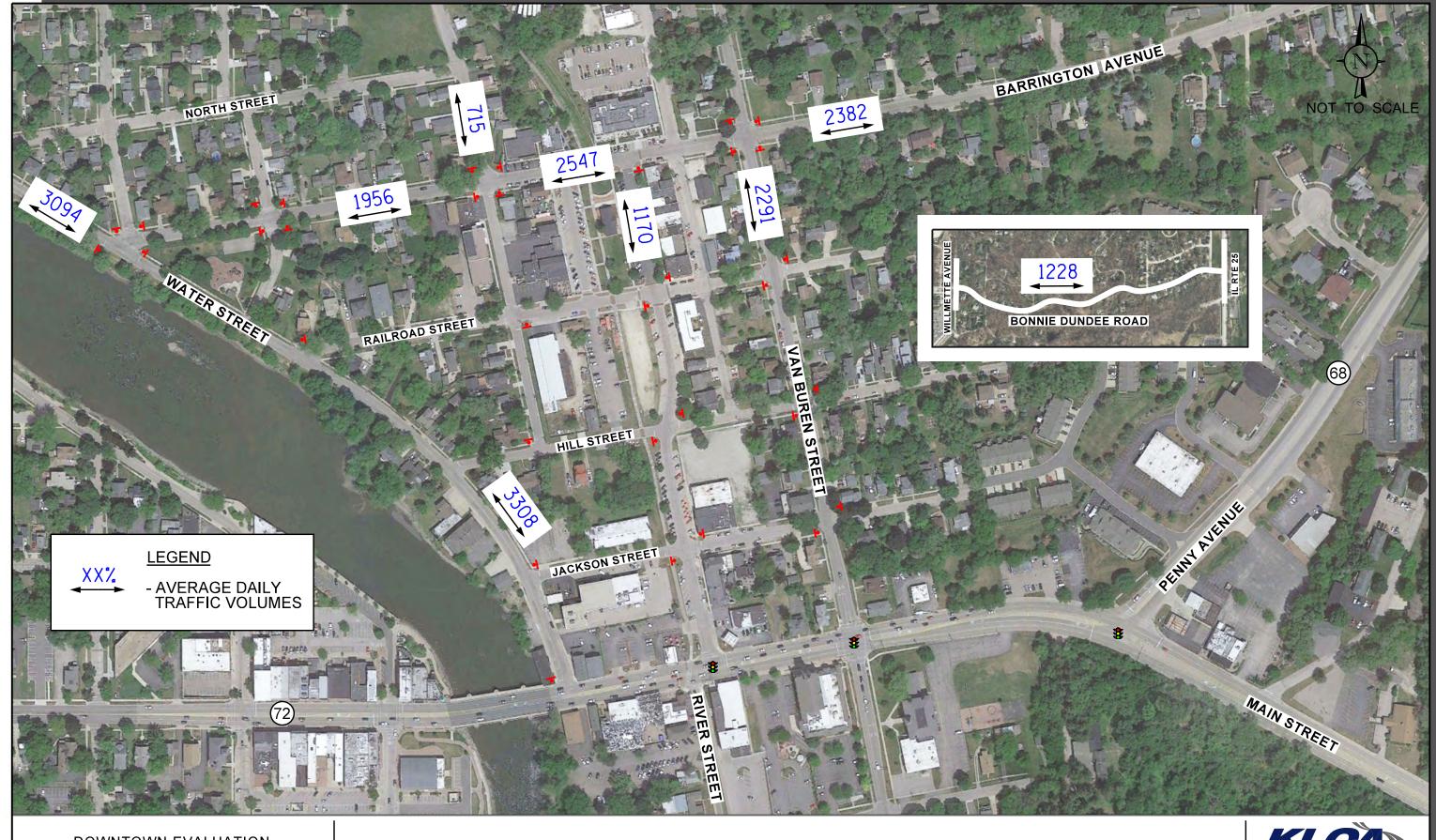
Conclusion

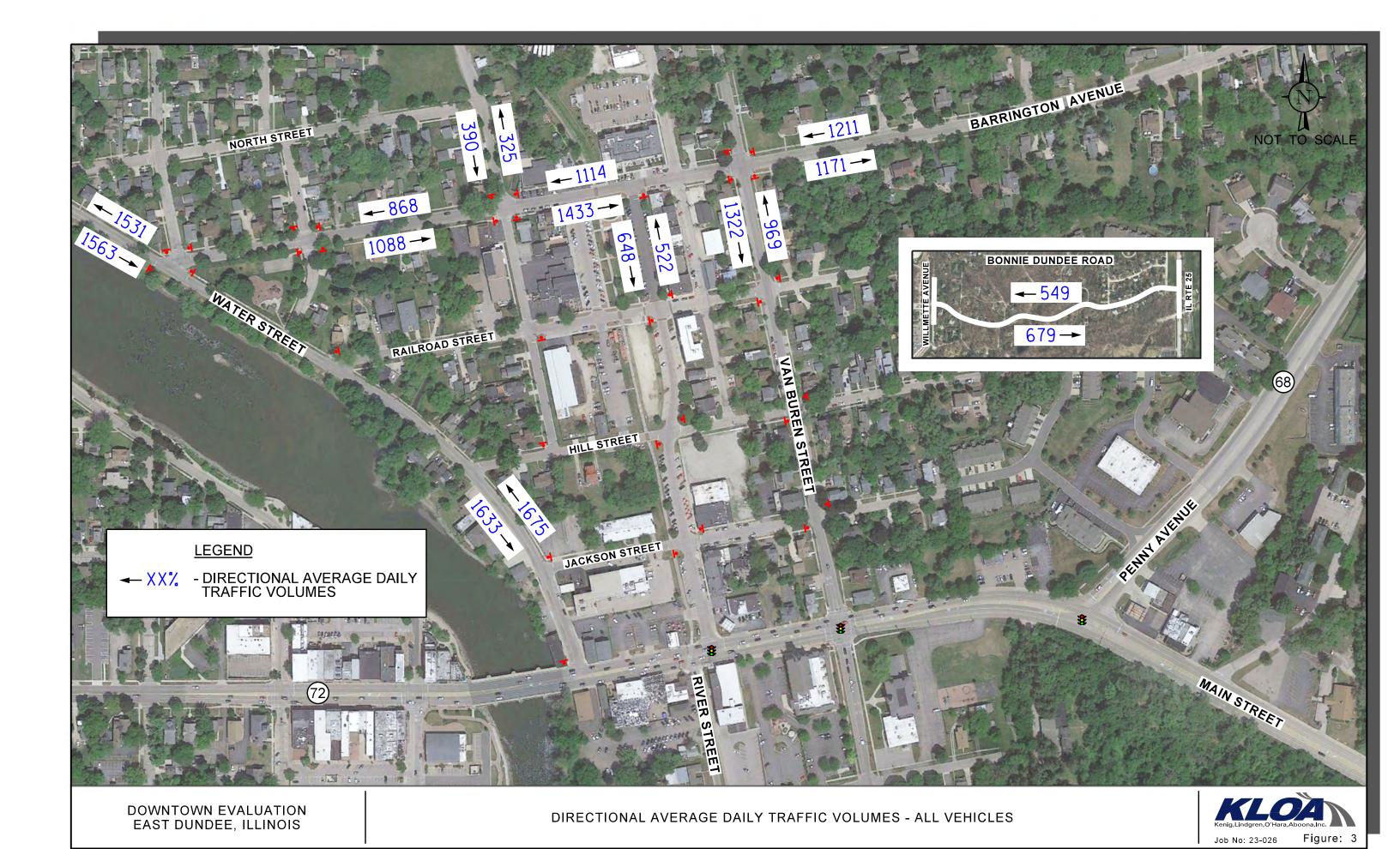
Based on the preceding traffic evaluation and review of the existing traffic volumes, speed surveys as well as the roadway's physical and operating characteristics, the following was determined:

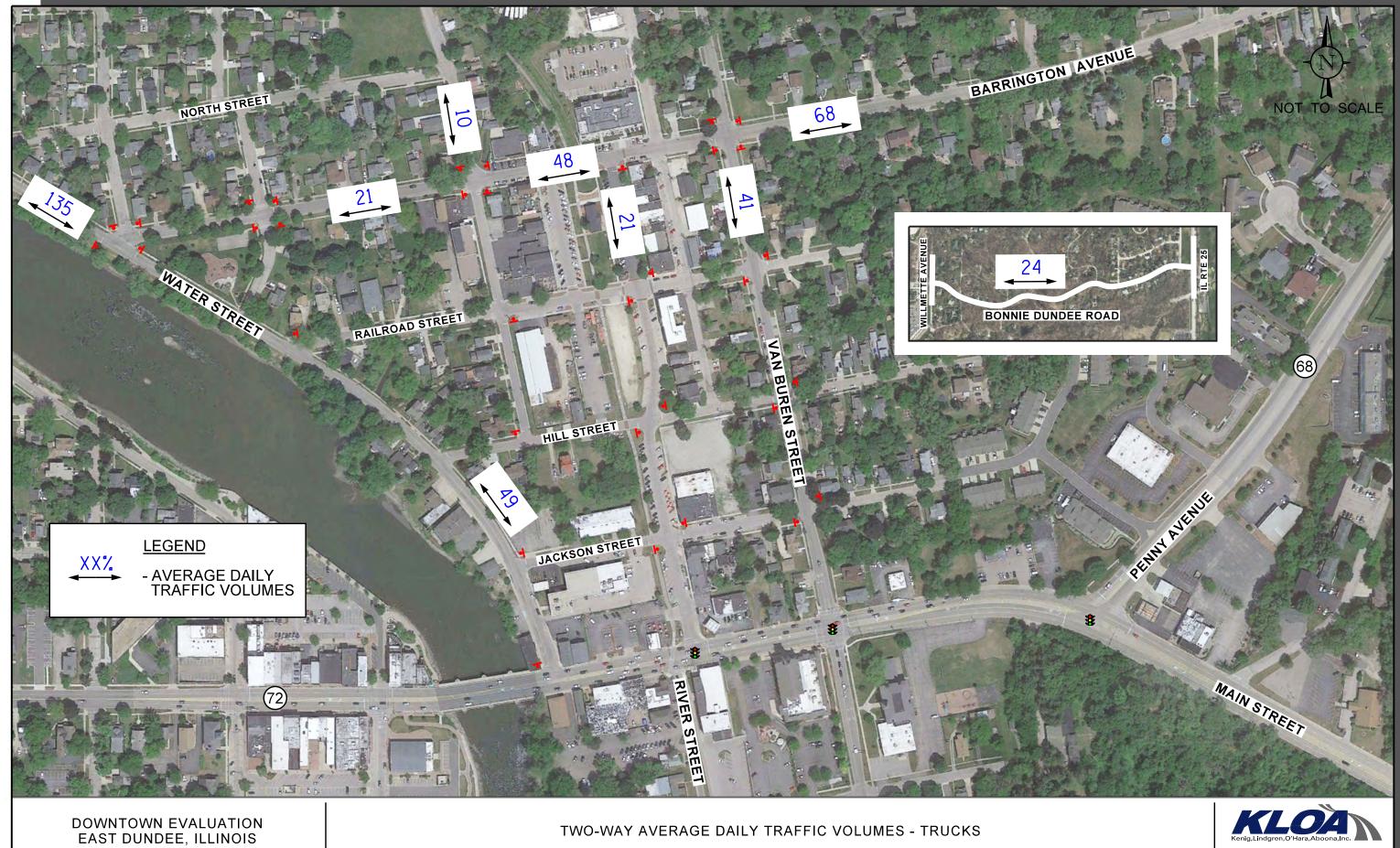
- Water Street, Barrington Avenue, Van Buren Street, River Street and 3rd Street currently operate within their existing roadway functional classification.
- Over 90 percent of the area truck traffic is located along collector roadways, the remaining 10 percent of trucks located on roadways designated as local roadways are likely either local deliveries or trucks generated by Lionize Delivery Solutions, Inc.
- Barrington Avenue between Water Street and IL 68 should be the designated truck routes for the area. This is inclusive of vehicles performing local deliveries or vehicles generated by Lionize Delivery Solutions, Inc. Furthermore, all existing trucks on Water Street should be restricted to Water Street, to then turn right onto Main Street. Should it be desired, the Water Street truck route south of Barrington Avenue can be restricted to local deliveries only.
- The speed surveys conducted on Water Street between North Street and Barrington Avenue and on Water Street between Hill Street and Jackson Street indicate that the posted speed limit of 30 miles per hour is adequate.
- The results of the traffic counts and speed surveys along Bonnie Dundee Road indicate that this roadway is currently operating within its functional classification, that the posted speed limit of 25 miles per hour is adequate, and this roadway is not being utilized as a cut through between IL 25 and Wilmette Avenue.

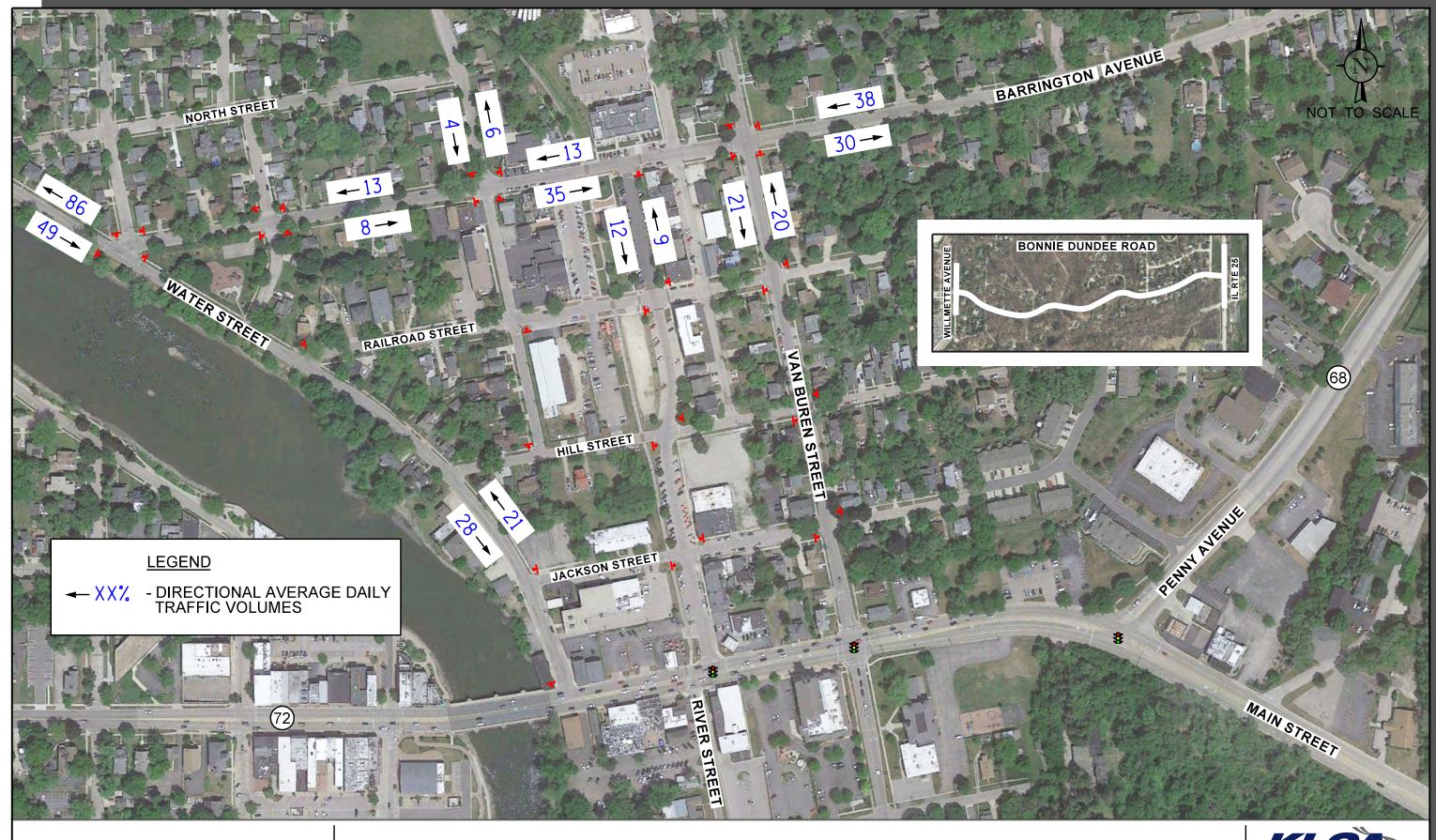
Appendix







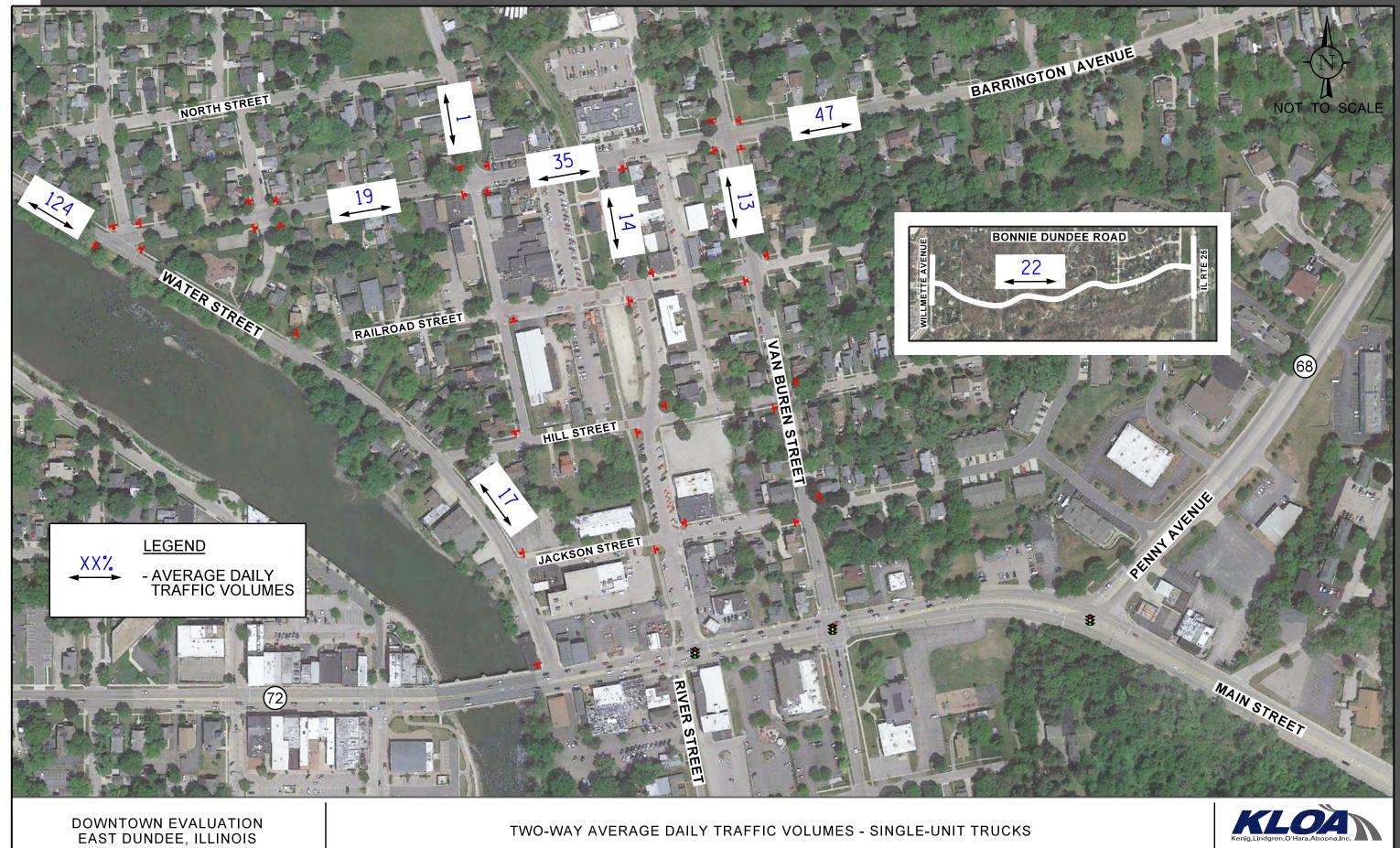


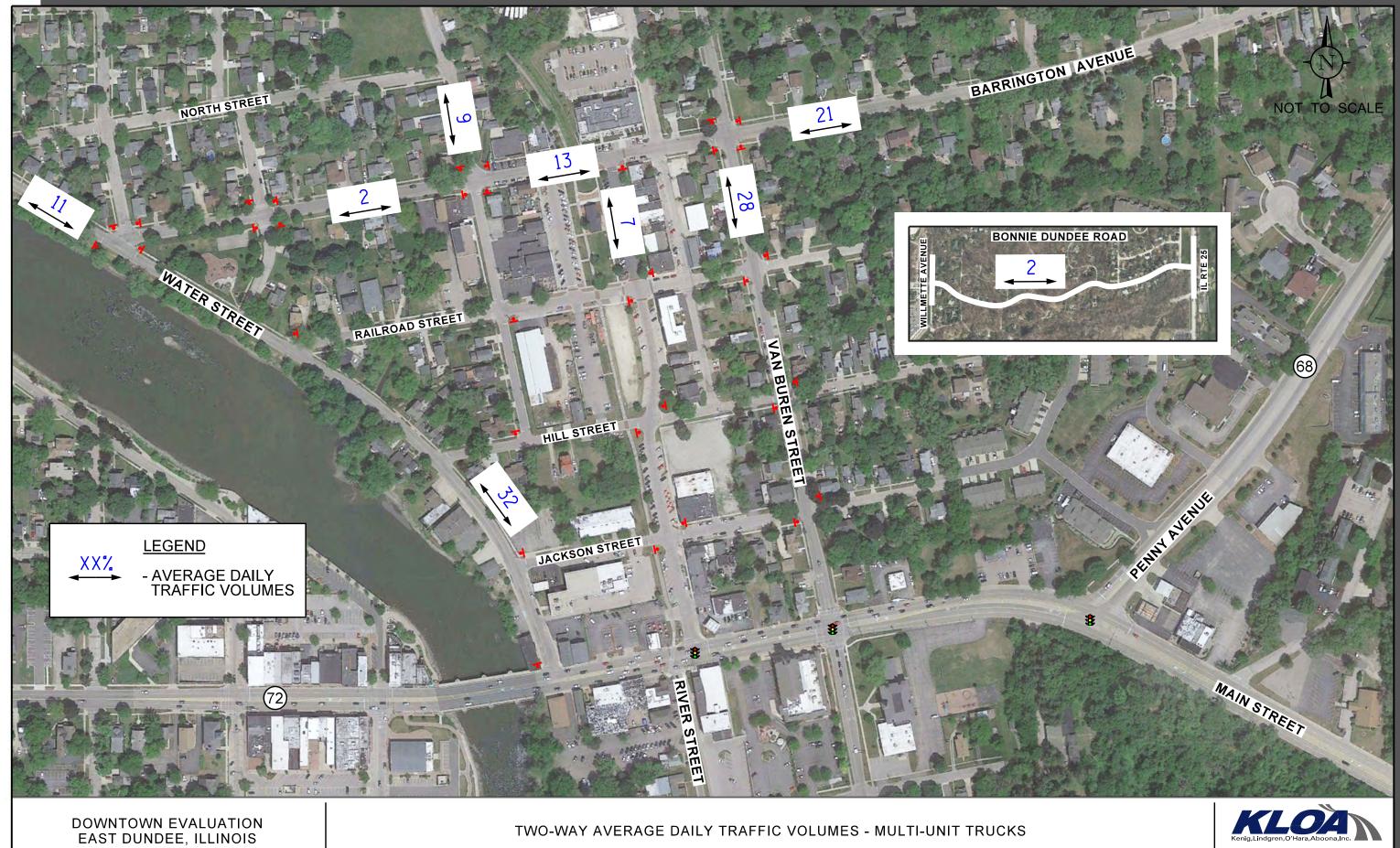


DOWNTOWN EVALUATION EAST DUNDEE, ILLINOIS

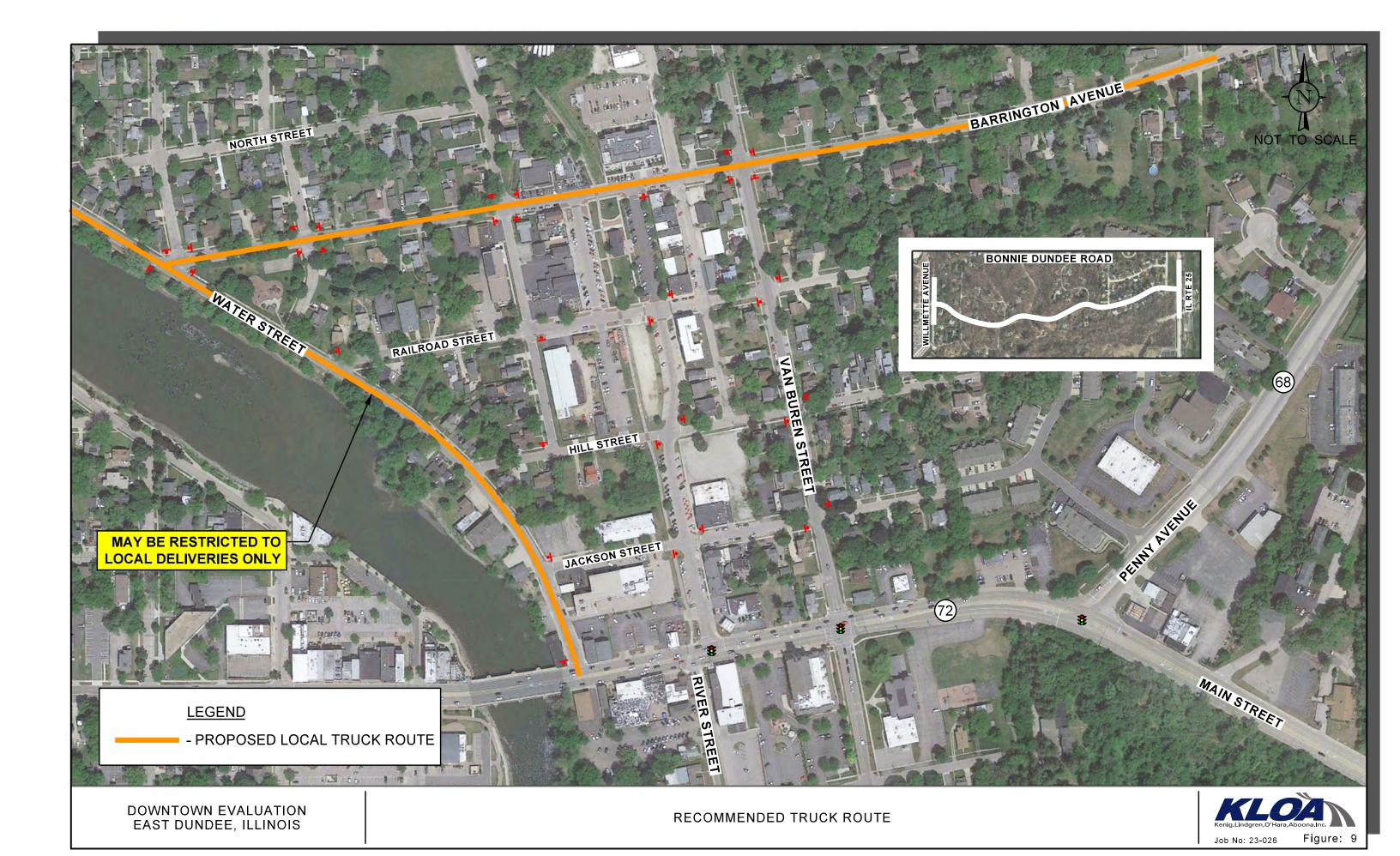
Kenig,Lindgren,O'Hara,Aboona,Inc.

Job No: 23-026 Figure: 5









		Light Vehicle	es (Passenger Vehi	cles	Singl	e Unit Trucks		Mult	i-Unit Trucks		To	tal Vehicles	
	Time	Southbound	Northbound	Total	Southbound	Northbound	Total	Southbound	Northbound	Total	Southbound	Northbound	Total
	12:00 AM	4	4	8	0	0	0	1	0	1	5	4	9
	1:00 AM	3	4	7	0	0	0	0	0	0	3	4	7
	2:00 AM	2	0	2	0	0	0	0	0	0	2	0	2
eet	3:00 AM	1	2	3	0	0	0	0	0	0	1	2	3
3rd Street between Barrington Avenue with North Street	4:00 AM	1	1	2	0	0	0	0	0	0	1	1	2
th	5:00 AM	5	4	9	0	0	0	0	0	0	5	4	9
Zor	6:00 AM	19	20	39	0	0	0	1	0	1	20	20	40
th 1	7:00 AM	30	5	35	0	0	0	1	0	1	31	5	36
wi	8:00 AM	33	13	46	0	0	0	1	1	2	34	14	48
ıne	9:00 AM	28	16	44	0	0	0	0	0	0	28	16	44
vel	10:00 AM	18	12	30	0	0	0	0	0	0	18	12	30
n A	11:00 AM	18	15	33	0	0	0	0	0	0	18	15	33
gto	12:00 PM	20	13	33	0	0	0	0	0	0	20	13	33
ring	1:00 PM	18	15	33	0	0	0	0	0	0	18	15	33
3ar	2:00 PM	19	19	38	0	0	0	0	1	1	19	20	39
n E	3:00 PM	44	29	73	0	1	1	0	2	2	44	32	76
wee	4:00 PM	28	27	55	0	0	0	0	1	1	28	28	56
bet	5:00 PM	31	29	60	0	0	0	0	0	0	31	29	60
et]	6:00 PM	28	30	58	0	0	0	0	0	0	28	30	58
itre	7:00 PM	16	19	35	0	0	0	0	0	0	16	19	35
s p.	8:00 PM	6	14	20	0	0	0	0	0	0	6	14	20
3r	9:00 PM	4	13	17	0	0	0	0	0	0	4	13	17
	10:00 PM	6	8	14	0	0	0	0	0	0	6	8	14
	11:00 PM	4	7	11	0	0	0	0	0	0	4	7	11
	Daily Total	386	319	705	0	1	1	4	5	9	390	325	715

		Light Vehicl	les (Passenger Veh	icles	Sing	le Unit Trucks		Mul	lti-Unit Trucks		To	otal Vehicles	
	Time	Eastbound	Westbound	Total	Eastbound	Westbound	Total	Eastbound	Westbound	Total	Eastbound	Westbound	Total
	12:00 AM	5	9	14	0	0	0	0	0	0	5	9	14
	1:00 AM	3	4	7	0	0	0	0	0	0	3	4	7
	2:00 AM	1	5	6	0	0	0	0	0	0	1	5	6
#	3:00 AM	3	1	4	0	0	0	0	0	0	3	1	4
2nd Street and 3rd Street	4:00 AM	3	2	5	0	0	0	0	0	0	3	2	5
S	5:00 AM	8	1	9	0	0	0	0	0	0	8	1	9
3r	6:00 AM	22	13	35	0	0	0	0	0	0	22	13	35
nd	7:00 AM	46	19	65	1	0	1	0	0	0	47	19	66
et a	8:00 AM	111	34	145	0	1	1	0	0	0	111	35	146
tre	9:00 AM	109	44	153	1	5	6	0	0	0	110	49	159
g p	10:00 AM	62	35	97	0	0	0	0	0	0	62	35	97
2n	11:00 AM	59	40	99	0	3	3	0	0	0	59	43	102
Barrington Avenue between	12:00 PM	62	50	112	0	0	0	1	0	1	63	50	113
itw(1:00 PM	62	55	117	0	1	1	0	0	0	62	56	118
e be	2:00 PM	53	58	111	0	0	0	1	0	1	54	58	112
nne	3:00 PM	63	60	123	0	0	0	0	0	0	63	60	123
Ve	4:00 PM	77	72	149	3	0	3	0	0	0	80	72	152
n /	5:00 PM	78	79	157	1	3	4	0	0	0	79	82	161
igto	6:00 PM	94	85	179	0	0	0	0	0	0	94	85	179
aia	7:00 PM	65	56	121	0	0	0	0	0	0	65	56	121
Ваг	8:00 PM	38	48	86	0	0	0	0	0	0	38	48	86
	9:00 PM	24	38	62	0	0	0	0	0	0	24	38	62
	10:00 PM	19	30	49	0	0	0	0	0	0	19	30	49
	11:00 PM	13	17	30	0	0	0	0	0	0	13	17	30
	Daily Total	1080	855	1935	6	13	19	2	0	2	1088	868	1956

		Light Vehicle	es (Passenger Veh	icles	Singl	e Unit Trucks		Mult	i-Unit Trucks		To	tal Vehicles	
	Time	Westbound	Eastbound	Total	Westbound	Eastbound	Total	Westbound	Eastbound	Total	Westbound	Eastbound	Total
	12:00 AM	13	9	22	0	1	1	0	0	0	13	10	23
	1:00 AM	9	5	14	0	0	0	0	0	0	9	5	14
	2:00 AM	5	4	9	0	0	0	0	1	1	5	5	10
et	3:00 AM	4	3	7	0	0	0	0	0	0	4	3	7
Barrington Avenue between 3rd Street and River Street	4:00 AM	2	4	6	0	0	0	0	0	0	2	4	6
er 8	5:00 AM	6	11	17	0	0	0	0	0	0	6	11	17
Ziv.	6:00 AM	30	38	68	1	2	3	0	1	1	31	41	72
I pı	7:00 AM	22	67	89	0	2	2	0	1	1	22	70	92
t an	8:00 AM	41	139	180	1	2	3	0	1	1	42	142	184
ree	9:00 AM	57	139	196	2	3	5	0	0	0	59	142	201
St	10:00 AM	45	79	124	1	1	2	0	1	1	46	81	127
3rd	11:00 AM	54	75	129	1	2	3	0	1	1	55	78	133
en	12:00 PM	59	77	136	0	2	2	0	1	1	59	80	139
We	1:00 PM	67	76	143	1	1	2	0	1	1	68	78	146
bet	2:00 PM	64	62	126	0	1	1	1	1	2	65	64	129
ue	3:00 PM	83	104	187	1	2	3	1	0	1	85	106	191
ven	4:00 PM	81	85	166	1	3	4	0	0	0	82	88	170
1 A	5:00 PM	103	108	211	1	2	3	0	0	0	104	110	214
tor	6:00 PM	112	112	224	0	1	1	1	1	2	113	114	227
ing	7:00 PM	75	85	160	0	0	0	0	0	0	75	85	160
arı	8:00 PM	60	46	106	0	0	0	0	0	0	60	46	106
B	9:00 PM	50	29	79	0	0	0	0	0	0	50	29	79
	10:00 PM	37	24	61	0	0	0	0	0	0	37	24	61
	11:00 PM	22	17	39	0	0	0	0	0	0	22	17	39
	Daily Total	1101	1398	2499	10	25	35	3	10	13	1114	1433	2547

		Light Vehicl	les (Passenger Veh	icles	Sing	le Unit Trucks		Mul	lti-Unit Trucks		To	otal Vehicles	
	Time	Eastbound	Westbound	Total	Eastbound	Westbound	Total	Eastbound	Westbound	Total	Eastbound	Westbound	Total
	12:00 AM	10	11	21	0	0	0	1	0	1	11	11	22
	1:00 AM	5	5	10	0	0	0	0	0	0	5	5	10
	2:00 AM	3	7	10	0	0	0	1	0	1	4	7	11
	3:00 AM	4	2	6	0	0	0	0	0	0	4	2	6
	4:00 AM	4	3	7	0	0	0	0	0	0	4	3	7
eet	5:00 AM	14	8	22	0	0	0	0	0	0	14	8	22
Barrington Avenue east of Van Buren Street	6:00 AM	25	36	61	0	0	0	2	0	2	27	36	63
en	7:00 AM	43	37	80	1	0	1	1	0	1	45	37	82
Sur	8:00 AM	91	59	150	3	2	5	2	0	2	96	61	157
n F	9:00 AM	95	72	167	2	3	5	0	1	1	97	76	173
\sqrt{a}	10:00 AM	75	45	120	2	2	4	0	1	1	77	48	125
t of	11:00 AM	61	58	119	0	3	3	1	0	1	62	61	123
east	12:00 PM	61	64	125	1	0	1	1	2	3	63	66	129
ne (1:00 PM	66	62	128	0	1	1	0	1	1	66	64	130
/en	2:00 PM	59	73	132	1	1	2	1	2	3	61	76	137
A	3:00 PM	80	82	162	3	1	4	0	1	1	83	84	167
ton	4:00 PM	87	95	182	6	8	14	0	1	1	93	104	197
ing	5:00 PM	88	112	200	0	4	4	0	1	1	88	117	205
arr	6:00 PM	99	119	218	0	0	0	0	1	1	99	120	219
Ä	7:00 PM	61	77	138	1	1	2	0	0	0	62	78	140
	8:00 PM	45	56	101	0	1	1	0	0	0	45	57	102
	9:00 PM	29	44	73	0	0	0	0	0	0	29	44	73
	10:00 PM	23	28	51	0	0	0	0	0	0	23	28	51
	11:00 PM	13	18	31	0	0	0	0	0	0	13	18	31
	Daily Total	1141	1173	2314	20	27	47	10	11	21	1171	1211	2382

		Light Vehicl	es (Passenger Vehi	cles	Singl	e Unit Trucks		Multi	-Unit Trucks		To	tal Vehicles	
	Time	Southbound	Northbound	Total	Southbound	Northbound	Total	Southbound	Northbound	Total	Southbound	Northbound	Total
	12:00 AM	15	13	28	0	0	0	0	0	0	15	13	28
	1:00 AM	7	9	16	0	0	0	0	0	0	7	9	16
t 1	2:00 AM	7	6	13	0	0	0	0	0	0	7	6	13
Avenue and North Street	3:00 AM	5	2	7	0	0	0	0	0	0	5	2	7
St	4:00 AM	5	5	10	0	0	0	0	0	0	5	5	10
rth	5:00 AM	13	11	24	0	0	0	0	0	0	13	11	24
N_0	6:00 AM	59	36	95	0	3	3	0	0	0	59	39	98
ınd	7:00 AM	66	79	145	1	17	18	1	1	2	68	97	165
1e a	8:00 AM	119	125	244	5	9	14	1	1	2	125	135	260
ent	9:00 AM	129	131	260	4	4	8	0	0	0	133	135	268
$\mathbf{A}\mathbf{v}$	10:00 AM	57	70	127	7	4	11	0	1	1	64	75	139
on	11:00 AM	59	57	116	1	10	11	0	0	0	60	67	127
Water Street between Barrington	12:00 PM	70	66	136	3	2	5	1	1	2	74	69	143
ırri	1:00 PM	86	76	162	4	5	9	0	0	0	90	81	171
Ba	2:00 PM	86	71	157	1	13	14	1	2	3	88	86	174
een	3:00 PM	96	93	189	3	3	6	0	1	1	99	97	196
etw.	4:00 PM	156	176	332	6	5	11	0	0	0	162	181	343
t be	5:00 PM	128	149	277	7	1	8	0	0	0	135	150	285
ree	6:00 PM	127	121	248	2	2	4	0	0	0	129	123	252
·St	7:00 PM	83	57	140	0	1	1	0	0	0	83	58	141
ıter	8:00 PM	54	33	87	1	0	1	0	0	0	55	33	88
Wa	9:00 PM	31	23	54	0	0	0	0	0	0	31	23	54
	10:00 PM	31	21	52	0	0	0	0	0	0	31	21	52
	11:00 PM	25	15	40	0	0	0	0	0	0	25	15	40
	Daily Total	1514	1445	2959	45	79	124	4	7	11	1563	1531	3094

		Light Vehicl	es (Passenger Vehi	cles	Singl	e Unit Trucks		Multi	-Unit Trucks		To	tal Vehicles	
	Time	Southbound	Northbound	Total	Southbound	Northbound	Total	Southbound	Northbound	Total	Southbound	Northbound	Total
	12:00 AM	11	17	28	0	0	0	0	0	0	11	17	28
	1:00 AM	10	11	21	0	0	0	0	0	0	10	11	21
	2:00 AM	4	8	12	0	0	0	0	0	0	4	8	12
	3:00 AM	10	2	12	0	0	0	0	0	0	10	2	12
Water Street between Hill Street and Jackson Street	4:00 AM	7	2	9	0	0	0	0	0	0	7	2	9
Stı	5:00 AM	10	15	25	0	0	0	0	0	0	10	15	25
son	6:00 AM	37	88	125	0	0	0	0	0	0	37	88	125
cks	7:00 AM	66	76	142	3	0	3	2	1	3	71	77	148
l Ja	8:00 AM	153	101	254	0	0	0	2	1	3	155	102	257
and	9:00 AM	139	80	219	0	6	6	3	2	5	142	88	230
eet :	10:00 AM	81	52	133	0	0	0	2	1	3	83	53	136
Stre	11:00 AM	74	66	140	1	0	1	2	1	3	77	67	144
ill S	12:00 PM	87	77	164	1	0	1	2	2	4	90	79	169
ı H	1:00 PM	91	87	178	1	0	1	3	2	5	95	89	184
eer.	2:00 PM	80	89	169	0	0	0	0	1	1	80	90	170
etw	3:00 PM	136	99	235	1	0	1	1	0	1	138	99	237
t b	4:00 PM	146	129	275	1	0	1	2	1	3	149	130	279
ree	5:00 PM	120	168	288	0	3	3	1	0	1	121	171	292
r St	6:00 PM	122	157	279	0	0	0	0	0	0	122	157	279
ateı	7:00 PM	89	112	201	0	0	0	0	0	0	89	112	201
W	8:00 PM	48	79	127	0	0	0	0	0	0	48	79	127
	9:00 PM	40	68	108	0	0	0	0	0	0	40	68	108
	10:00 PM	27	41	68	0	0	0	0	0	0	27	41	68
	11:00 PM	17	30	47	0	0	0	0	0	0	17	30	47
	Daily Total	1605	1654	3259	8	9	17	20	12	32	1633	1675	3308

		Light Vehicl	es (Passenger Vehi	cles	Single	e Unit Trucks		Multi	-Unit Trucks		То	tal Vehicles	
	Time	Northbound	Southbound	Total	Northbound	Southbound	Total	Northbound	Southbound	Total	Northbound	Southbound	Total
	12:00 AM	9	16	25	0	0	0	0	0	0	9	16	25
:	1:00 AM	10	9	19	0	0	0	0	0	0	10	9	19
tree	2:00 AM	5	4	9	0	0	0	0	0	0	5	4	9
S	3:00 AM	7	3	10	0	0	0	0	0	0	7	3	10
.0ac	4:00 AM	4	2	6	0	0	0	0	0	0	4	2	6
ailr	5:00 AM	5	12	17	0	0	0	0	0	0	5	12	17
R	6:00 AM	22	72	94	0	0	0	0	0	0	22	72	94
anc	7:00 AM	31	62	93	1	1	2	2	1	3	34	64	98
ne	8:00 AM	71	90	161	0	1	1	1	1	2	72	92	164
ven	9:00 AM	78	78	156	0	0	0	2	2	4	80	80	160
A	10:00 AM	37	45	82	0	0	0	2	2	4	39	47	86
ton	11:00 AM	41	47	88	1	1	2	1	2	3	43	50	93
ing	12:00 PM	56	66	122	1	0	1	2	2	4	59	68	127
arr	1:00 PM	49	72	121	1	0	1	3	2	5	53	74	127
n B	2:00 PM	53	59	112	0	1	1	1	1	2	54	61	115
vee	3:00 PM	93	80	173	0	1	1	0	0	0	93	81	174
etw	4:00 PM	104	111	215	2	2	4	0	1	1	106	114	220
et b	5:00 PM	66	109	175	0	0	0	0	0	0	66	109	175
tre	6:00 PM	63	133	196	0	0	0	0	0	0	63	133	196
n S	7:00 PM	48	84	132	0	0	0	0	0	0	48	84	132
ıre	8:00 PM	33	57	90	0	0	0	0	0	0	33	57	90
Van Buren Street between Barrington Avenue and Railroad Street	9:00 PM	28	46	74	0	0	0	0	0	0	28	46	74
/an	10:00 PM	24	28	52	0	0	0	0	0	0	24	28	52
	11:00 PM	12	16	28	0	0	0	0	0	0	12	16	28
	Daily Total	949	1301	2250	6	7	13	14	14	28	969	1322	2291

		Light Vehicl	es (Passenger Vehi	cles	Singl	e Unit Trucks		Mult	i-Unit Trucks		To	tal Vehicles	
	Time	Southbound	Northbound	Total	Southbound	Northbound	Total	Southbound	Northbound	Total	Southbound	Northbound	Total
	12:00 AM	5	7	12	0	0	0	0	0	0	5	7	12
	1:00 AM	2	1	3	0	0	0	0	0	0	2	1	3
et	2:00 AM	1	1	2	0	0	0	0	0	0	1	1	2
Avenue and Railroad Street	3:00 AM	0	2	2	0	0	0	1	0	1	1	2	3
d S	4:00 AM	0	1	1	0	0	0	0	0	0	0	1	1
roa	5:00 AM	7	0	7	0	0	0	0	0	0	7	0	7
ail	6:00 AM	21	1	22	1	0	1	0	0	0	22	1	23
d R	7:00 AM	35	6	41	0	1	1	1	0	1	36	7	43
an	8:00 AM	35	19	54	0	0	0	0	1	1	35	20	55
nue	9:00 AM	38	17	55	1	0	1	1	0	1	40	17	57
ver	10:00 AM	31	18	49	1	1	2	0	0	0	32	19	51
n A	11:00 AM	27	23	50	1	0	1	1	0	1	29	23	52
gto	12:00 PM	40	34	74	0	1	1	1	1	2	41	36	77
ring	1:00 PM	41	35	76	1	1	2	0	0	0	42	36	78
sarı	2:00 PM	37	37	74	0	1	1	0	0	0	37	38	75
n B	3:00 PM	49	34	83	1	1	2	0	0	0	50	35	85
River Street between Barrington	4:00 PM	52	35	87	1	0	1	0	0	0	53	35	88
oetv	5:00 PM	53	45	98	0	0	0	0	0	0	53	45	98
et 1	6:00 PM	53	56	109	0	1	1	0	0	0	53	57	110
tre	7:00 PM	36	50	86	0	0	0	0	0	0	36	50	86
er S	8:00 PM	26	37	63	0	0	0	0	0	0	26	37	63
Ziv(9:00 PM	20	22	42	0	0	0	0	0	0	20	22	42
–	10:00 PM	16	22	38	0	0	0	0	0	0	16	22	38
	11:00 PM	11	10	21	0	0	0	0	0	0	11	10	21
	Daily Total	636	513	1149	7	7	14	5	2	7	648	522	1170

	Light Vehic	les (Passenger Veh	icles	Sing	le Unit Trucks		Mul	ti-Unit Trucks		To	otal Vehicles	
Time	Eastbound	Westbound	Total	Eastbound	Westbound	Total	Eastbound	Westbound	Total	Eastbound	Westbound	Total
12:00 AM	3	1	4	0	0	0	0	0	0	3	1	4
1:00 AM	1	3	4	0	0	0	0	0	0	1	3	4
2:00 AM	0	1	1	0	0	0	0	0	0	0	1	1
3:00 AM	0	1	1	0	0	0	0	0	0	0	1	1
4:00 AM	0	3	3	0	0	0	0	0	0	0	3	3
5:00 AM	4	4	8	0	0	0	0	0	0	4	4	8
4:00 AM 5:00 AM 6:00 AM 7:00 AM 8:00 AM 9:00 AM 10:00 AM 11:00 AM 11:00 AM 12:00 PM 2:00 PM 3:00 PM 4:00 PM 5:00 PM 6:00 PM 7:00 PM 8:00 PM 9:00 PM	17	11	28	0	0	0	0	0	0	17	11	28
7:00 AM	23	21	44	0	1	1	0	1	1	23	23	46
8:00 AM	90	36	126	2	0	2	0	0	0	92	36	128
9:00 AM	100	51	151	3	1	4	0	1	1	103	53	156
10:00 AM	43	26	69	1	0	1	0	0	0	44	26	70
11:00 AM	41	32	73	1	0	1	0	0	0	42	32	74
12:00 PM	21	37	58	0	0	0	0	0	0	21	37	58
1:00 PM	33	30	63	1	0	1	0	0	0	34	30	64
2:00 PM	30	27	57	0	0	0	0	0	0	30	27	57
3:00 PM	43	39	82	2	0	2	0	0	0	45	39	84
4:00 PM	53	59	112	4	1	5	0	0	0	57	60	117
5:00 PM	63	52	115	1	0	1	0	0	0	64	52	116
6:00 PM	44	43	87	0	1	1	0	0	0	44	44	88
7:00 PM	19	29	48	0	0	0	0	0	0	19	29	48
8:00 PM	13	15	28	1	0	1	0	0	0	14	15	29
9:00 PM	9	12	21	1	0	1	0	0	0	10	12	22
10:00 PM	6	6	12	1	0	1	0	0	0	7	6	13
11:00 PM	5	4	9	0	0	0	0	0	0	5	4	9
Daily Total	661	543	1204	18	4	22	0	2	2	679	549	1228

Memorandum

To: Village President and Board of Trustees

From: Erika Storlie, Village Administrator

Subject: Acceptance of Donation of Real Property in Downtown TIF #4

Date: October 16, 2023

Action Requested:

Staff recommends Village Board approval of an ordinance authorizing the acceptance of a donation of real property commonly known as the parking lot located adjacent to 110 Railroad St, East Dundee, IL 60118, (PIN 03-23-314-007-0000) in the Downtown Tax Increment Financing District. No goods or services are being provided to the donor in return for this donation and the fair market value of the donation is \$305,000.

Funding Source:

N/A

Summary:

The Village currently leases this property from the owner and has been doing so since approximately 2013. The property contains a publicly available parking lot that serves the downtown area.

After acquisition is completed, staff will draft a Request for Proposals for the redevelopment of the property which will be on an upcoming Village Board meeting agenda for approval.

Below is a screenshot of the parcel.





Attachments:

Ordinance Donation Agreement Appraisal

ORDI	INANCE	NO.	

AN ORDINANCE AUTHORIZING EXECUTION OF A REAL ESTATE DONATION AGREEMENT (PARKING LOT NEXT TO 110 RAILROAD STREET, EAST DUNDEE, ILLINOIS)

NOW, THEREFORE, BE IT ORDAINED, by the President and Board of Trustees of the Village of East Dundee, Kane and Cook Counties, Illinois, as follows:

SECTION 1: The President and Board of Trustees of the Village find as follows:

- A. The Village of East Dundee (the "Village") is a home rule municipality pursuant to Section 7 of Article VII of the Constitution of the State of Illinois.
- B. The State of Illinois has adopted tax increment financing pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended from time to time (the "TIF Act").
- C. Deloris Doederlein, Trustee of the Deloris Doederlein Living Trust (the "Donor"), is the owner of the real estate and appurtenances attached thereto for the parking lot next to 110 Railroad Street, East Dundee, Illinois (the "Parking Lot").
- D. The Donor desires to donate the Parking Lot to the Village on the terms set forth in the "Real Estate Donation Letter," and its accompanying Exhibits, attached hereto as **EXHIBIT A** and made a part hereof (the "Donation Agreement").
- E. This Donation Agreement and donation of the Parking Lot is in conjunction with the Village's purchase of real property located at 110 Railroad Street, East Dundee, Illinois.
- F. The Village desires to acquire the Parking Lot as set forth in the Donation Agreement in furtherance of the Village's Redevelopment Plan for the TIF District in which the property is located.
- G. It is in the best interest of the Village to accept the donation of the Parking Lot, to ensure that redevelopment within the TIF District continues according to the Village's Redevelopment Plan.

SECTION 2: Based upon the foregoing, the Village President, Village Clerk and Village Administrator are hereby authorized and directed to acquire the Parking Lot pursuant to the terms and conditions set forth in the Donation Agreement. The Village President or Village Administrator are further authorized and directed to execute and deliver the Donation Agreement in a form finalized and approved by the Village Administrator and Village Attorney, and the Village Administrator and Village Attorney are

also authorized to make any final changes to the Donation Agreement as may be necessary or convenient to consummate such acquisition.

SECTION 3: This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

ADOPTED this day of September, 2023, pursuant to a roll call vote as follows
AYES:
NAYS:
ABSENT:
APPROVED this day of September 2023, by the Village President of the Village of East Dundee, and attested by the Village Clerk, on the same day.
Village President
APPROVED and FILED in my office this day of, 2023 and published in pamphlet form in the Village of East Dundee, Kane and Cook Counties Illinois.
ATTEST:
Village Clerk

EXHIBIT A

REAL ESTATE DONATION LETTER

(attached)

DeLoris Doederlein, 525 Reese Ave East Dundee, Il 60118

October , 2023

Mr. Jeffrey Lyman Village President Village of East Dundee 120 Barrington Ave East Dundee, IL 60118

Re:

Real Estate Donation of Property Commonly Known as Parking Lot next to 110 Railroad St. East Dundee IL assigned PIN 03-23-314-001-0000, all in East Dundee, Illinois

Dear Mr. Lynam:

This letter documents my donation of the parking lot property as described on the attached Exhibit A (the "**Donated Property**") to the Village of East Dundee, Illinois. The following are the specifics of this donation.

Donor: DeLoris Doederlein, individually and as trustee of the DeLoris Doederlein Living Trust dated September 26, 1995, and her successor trustee or assigns 525 Reese Ave.
East Dundee, IL 60118 seekpeace@aol.com

With a copy to:
Gary M. Vanek
Lindsay K. Sanchez
Vanek, Larson & Kolb, LLC
200 West Main St
St. Charles, Illinois 60174
GVanek@vlklawfirm.com
LSanchez@vlklawfirm.com

Donee: Village of East Dundee, an Illinois home rule municipal corporation (the "Village"). 120 Barrington Ave, East Dundee, IL 60118
Attn: Erika Storlie
estorlie@eastdundee.net

with a copy to

Kelley A. Gandurski Megan R. Cawley Elrod Friedman LLP 325 N. LaSalle St. Suite 450 Chicago, IL 60654 Kelley.Gandurski@ElrodFriedman.com Megan.Cawley@ElrodFriedman.com

Description of the Donated Property: Property Commonly Known as Parking Lot next to 110 Railroad St. East Dundee IL assigned PIN 03-23-314-007-0000, all in East Dundee, Illinois and as legally described on Exhibit A.

PIN: 03-23-314-007-0000

Fair Market Value of entire Donation: \$305,000 as of April 14, 2022 (per attached appraisal by Leech & Denoma Appraisal Service) ("Appraisal") for Donated Property.

Fair market value of any goods or services given to Donor in return: \$ None.

Donor will provide the Village with a warranty deed, in recordable form and approved by the Village ("Warranty Deed") and subject only to real estate taxes and Special Service Area taxes disclosed by Village Ordinance 1998 O0466, (jointly "Real Estate Taxes") not yet due and payable, a completed and signed plat act affidavit ("Plat Act Affidavit") in form approved by the Village and Chicago Title Insurance Company ("Title Company"), and any public utilities shown by a current ALTA NSPS Survey, ordered by and paid for by the Village (collectively the "Permitted Exceptions").

The Village, as Donee, shall execute Part V of Internal Revenue Service Form 8283 ("Form") provided by Donor, provided the Form has been completed and signed by the Appraiser and Donor. The Village makes no representation or warranty with respect to the appraisal, the tax consequences of the donation, or any other matter with respect to the donation, or the Donated Property, and the Village's sole obligation with respect to the donation shall be to execute the Form. The Village's obligation to execute the Form is conditioned on the Form correctly reflecting the value of the Property as set forth in the Appraisal.

Donor represents to the Village the following, which representations expressly survive delivery of the Warranty Deed and the closing of the transfer:

- (i) Donor has not entered into any agreements or granted any options pursuant to which any third party has the right to acquire all or any portion of the Donated Property or any interest therein, and to the best of Donor's knowledge, no such agreements or options exist;
- there are no leases, tenancies, licenses, options or rights of occupancy or purchase, service or maintenance contracts or other contracts which will be binding upon the Village or the Donated Property after the donation as that certain Lease Agreement with Right of First Refusal dated December 16, 2013 between Donor and the Village ("Lease") will be terminated upon the delivery of the Warranty Deed to the Village at the Closing (as defined below);
- (iii) the Donated Property is not affected by or subject to: (a) any pending or, to the best

of Donor's knowledge, threatened condemnation suits or similar proceedings with any entity other than the Village, (b) other pending or, to the best of Donor's knowledge, threatened claims, charges, complaints, petitions or unsatisfied orders by or before any administrative agency or court, or (c) any pending or, to the best of Donor's knowledge, threatened claims, suits, actions, complaints, petitions or unsatisfied orders by or in favor of any party whatsoever;

- (iv) to Donor's knowledge, there are no unrecorded easements, liens or encumbrances affecting the Donated Property;
- (v) Donor has received no written notice of, and to the best of Donor's knowledge, there is not any violation of any law, ordinance, order, regulation or requirement, including, but not limited to, building, zoning, environmental, safety and health ordinances, statutes, regulations and requirements issued by any governmental or municipal body or agency having jurisdiction over the Donated Property;
- (vi) to the best of Donor's knowledge, there has not been any use of the Donated Property (a) for the generation, storage, use or disposal of any (1) asbestos, (2) petroleum, (3) explosives, (4) radioactive materials, wastes or substances, or (5) any substance defined as "hazardous substances" or "toxic substances" in any applicable law governing environmental matters. ("Environmental Laws") (collectively, "Hazardous Materials") and the use of the Donated Property has been in compliance with all Environmental Laws, (b) there are not any Hazardous Materials present on the Donated Property, (c) the Donated Property is currently in compliance with all Environmental Laws; and (d) there are currently no Storage Tanks on the Donated Property and any Storage Tanks formerly located on the Donated Property were removed in compliance with all Environmental Laws. Notwithstanding the foregoing, Donor represents that the property subject to the Purchase (as defined below) and adjacent to the Donated Property was used to store gasoline at one time for lawn care uses.

Donor's representations made herein are made to the best of Donor's knowledge with no duty to investigate.

Donor and the Village agree that under the Lease the Village is responsible to pay the Real Estate Taxes and therefore there will not be any credit for Real Estate Taxes from the Donor to the Village.

Upon the approval of this donation by the Village, as shown by its signature on this letter, Donor will deliver the following documents to the Village in a closing escrow, paid for by the Village ("Closing"), at the Title Company, 500 Skokie Blvd, Suite 290, Northbrook, Illinois (the parties need not physically attend the Closing): (i) Warranty Trustee's Deed subject to only the Permitted Exceptions, with Plat Act Affidavit, to be recorded by the Title Company with the Kane County Recorder; (ii) Termination of the Lease effective as of the Closing date, (iii) signed transfer declarations/MYDEC, (iv) all documents requested by the Title Company, (v) an ALTA /NSPS Survey ("Survey") ordered and paid for by the Village and provided to the Village digitally, and six stamped Surveys certified to the Donor, Title Company, and the Village showing all improvements, encroachments, utilities and staked boundaries and that complies with all requirements of the Title Company that are conditions to the removal of the survey exception from

the standard printed exceptions in the Title Commitment CCHI2301625LD dated March 20, 2023 ("Title Commitment"), and contains a certification as to the total acreage of the Property, and includes Table A Items 1, 2, 3, 4, 6, 7a, 8, 9, 10, 11b, 13, 16, 19 (in the amount of \$2,000,000); (vi) a ProForma Title Policy showing extended coverage over general exceptions, Permitted Exceptions and Exceptions H-9, I-10, public utilities (shown on the Survey), from the Title Commitment; (vii) Affidavit of Title signed by Donor in standard form, (viii) Termination of Lease with the Village and a credit for the non- Real Estate Tax portion of the rent, prorated to the date of the Closing, to the Village, and (ix) Bulk Sale Releases from the Illinois Department of Revenue, Illinois Department Employment Security, Kane County and local government, if any to Donor, which the Village shall apply for with the cooperation of Donor.

The Village will pay for the following costs associated with Donor's donation of the Donated Property to the Village,: (i) the Appraisal; (ii) the Title Commitment; (iii) the Survey; (iv) the Closing; and (v) any transfer taxes or other costs imposed upon Donor associated with Donor's donation of the Donated Property, excluding specifically Donor's attorneys' fees or costs incurred relating to Donor's donation of the Donated Property and any of Donor's federal and state taxes relating to the donation.

I will also allow Village access to the Donated Property before the Closing for any inspections Village requires, including any invasive tests. If any inspection damages the Donated Property, and the Village does not acquire the Donated Property for any reason, then the Village shall restore the Donated Property to a condition that is substantially the same as its condition prior to the performance of such inspection.

I will cooperate with Village to close on this transfer on the same date as the closing for the Village's purchase of the property commonly known as 110 Railroad St. East Dundee, Illinois 60118 (the "Purchase") as it is required that the Purchase and this donation of the Donated Property close simultaneously.

DeLoris Doederlein, individually and as trustee of the DeLoris Doederlein Living Trust dated September 26, 1995

By: DeLoris Doederlein

Very truly yours,

Agreed this ____ day of ______, 2023

Village of East Dundee

By: Jeffrey Lynam, Village President

EXHIBIT A

Legal Description

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 23. TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTHERLY LINE OF RAILROAD STREET 22.5 FEET WESTERLY OF, MEASURED AT RIGHT ANGLES, THE CENTER LINE OF THE MAIN TRACK FO THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY AS NOW LOCATED AND ESTABLISHED, THENCE SOUTHERLY PARALLEL WITH THE CENTER LINE OF SAID MAIN TRACK TO THE CENTER LINE OF HILL STREET (FORMERLY SOUTH STREET); THENCE WESTERLY ALONG THE CENTER LINE OF SAID HILL STREET TO THE EASTERLY LINE, EXTENDED SOUTHERLY, OF BLOCK 1 OF EDWARD'S ADDITION TO DUNDEE; THENCE NORTHERLY ALONG THE EXTENSION OF AND THE EASTERN LINE OF SAID BLOCK 1 TO THE SOUTHERLY LINE OF SAID RAILROAD STREET; THENCE EASTERLY ALONG SAID SOUTHERLY LINE TO THE POINT OF BEGINNING, IN THE VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS.

Property Commonly Known as Parking Lot next to 110 Railroad St. East Dundee IL assigned by PIN 03-23-314-007-0000 all in East Dundee, Illinois

PIN: 03-23-314-007-0000.



APPRAISAL OF

LOCATED AT:

112 Railroad Street East Dundee, IL 60118

FOR:

Village of East Dundee 120 Barrington Avenue East Dundee, IL, 60118

BORROWER:

NA

AS OF:

April 14, 2022

BY:

James W. Leech State Cert.General Appraiser



April 25, 2022

Village of East Dundee 120 Barrington Avenue East Dundee, IL, 60118

File Number: Railroad 112 E Dundee

To Whom It May Concern:

In accordance with your request, I have appraised the real property at:

112 Railroad Street East Dundee, IL 60118

The purpose of this appraisal is to develop an opinion of the market value of the subject property, as improved. The property rights appraised are the fee simple interest in the site and improvements.

In my opinion, the market value of the property as of April 14, 2022

is:

\$305,000 Three Hundred Five Thousand Dollars

The attached report contains the description, analysis and supportive data for the conclusions, final opinion of value, descriptive photographs, limiting conditions and appropriate certifications.

Respectfully,

James W. Leech State Cert.General Appraiser

LEECH & DENOMA APPRAISAL SERVICE INC

LAND APPRAISAL REPORT

Z623-21

File No. Railroad 112 E Dundee

The purpose of this appraisal report is to			RTY IDENTIFICATION		, , , ,
Property Address: 112 Railroad Street	OLIL		East Dundee	State: IL	Zip: 60118
Borrower: NA	Ov		: Doederlein Trus		
Legal Description: See Addenda				<u> </u>	
Assessor's Parcel #: 03-23-314-007		Tax Yea	ar: 2020	R.E. Taxes: 2,725	.66
Neighborhood Name: Downtown Business Dis	strict		ference: P-24		act: 8504.00
Special Assessments: NA	F		No HOA: \$ N/A		Year Per Month
Property Rights Appraised: X Fee Simple	Leasehold	Other (describe)			
Assignment Type: Purchase Transaction	Refinance Transactio	n X Other (de:	scribe) Evaluation		
Lender/Client: Village of East Dundee		Address: <u>12</u>	<u> 0 Barrington Avenu</u>	e, East Dundee, Illinoi	S
		CONTRACT			
I did did not analyze the contract for sale	for the subject purchase	e transaction. Explair	n the results of the analys	sis of the contract for sale or v	vhy the analysis was not performed.
Not Applicable					
Contract Price \$: Date of Contract:			he owner of public record		Data Source(s)
Is there any financial assistance (loan charges, sale cor	-	-	etc.) to be paid by any pa	irty on behalf of the borrower?	? Yes No
If Yes, report the total dollar amount and describe the it	ems to be paid. \$				
		NEICHBORHOO	DESCRIPTION		
Note: Race and the racial composition of the neighborh	and are not appraisal fa	NEIGHBORHOOI	DESCRIPTION		
Neighborhood Characteristics	lood are not appraisal la	One-Unit Housi	na Trends	One-Unit Hous	sing Present Land Use %
Location Urban X Suburban Rural	Property Values		<u> </u>		AGE One-Unit 20% %
Built-Up X Over 75% 25-75% Under 2			= =		(yrs) 2-4 Unit %
Growth Rapid X Stable Slow		X Under 3 mths		er 6 mths 175 Low	30 Multi-Family %
Neighborhood Boundaries: This area is bordered					100+ Commercial 75% %
north, the Fox River is just west and Wilme				300 Pred.	65 Other Vacant 5 %
· · · · · · · · · · · · · · · · · · ·		Fair Poor			Good Aver. Fair Poor
	X		Property Compatability		X
	X		General Appearance of	Properties	
	X		Adequacy of Police/Fire	Protection	
Convenience to Recreational Facilities	X		Protection from Detrime	ntal Conditions	
Employment Stability	X		Overall Appeal to Marke		
Neighborhood Description: The subject property					
past few years. It iis an attractive business					
is an historical district that has many newe		vard trend in den	nand and market va	alues. The subject pro	operty is located in the heart of
this business district with good potential fo	r development.				
Market Conditions (including support for the above cond	oluciono). Markot co	anditions are god	nd in this downtown	husings district Ra	sod on a market study for the
area there is an upward trend in values an					
development and values. There are plans					
were observed.	o for a flow only par	King garage and	there are new dev	ciopinionio in the dred.	TVO daverse marketing factors
		SITE DESC	_		
Dimensions: 275' x 85.5'	Area: 23522			Rectangular	view: <u>Commercial</u>
Zoning Classification: B3		cription: Service E			
Zoning Compliance: X Legal Legal Noncon	ntorming (Grandfathered Retail, office, busir	. —	. —	ibe)	
Uses permitted under current zoning regulations: Highest & Best Use: Business development	Retail, Utilice, busil	iess seivice use:	3		
Describe any improvements: Public parking lot					
	Yes No	No improvements	If No explain: T	his parcel is used as a	public parking lot and is asphalt
paved and has been well maintained.	,			рагоот то шоош ио и	passe pariting for and to deprion
Present use of subject site: Parking lot			Current or proposed	ground rent? Yes	X No If Yes, \$
Topography: Level		e: 23522 square	feet	_	Adequate
Corner Lot: Yes X No Underground	Utilities: X Yes	No Fenced		If Yes, type:	
Special Flood Hazard Area Yes X No	FEMA Flood Zone:	<u>X</u>	FEMA Map #: 170890		FEMA Map Date: <u>08-03-2009</u>
	Provider or Description		Off-Site Improvements	Type/Descr	·
	1 Tovider of Description				
Electricity X Available	Trovider of Description		Street Surface	Asphalt	X
Electricity X Available Gas X Available	Trovider of Description		Street Type/Influence	Public	
Electricity X Available Gas X Available Water X Available	Trovider of Description		Street Type/Influence Curb/Gutter	Public Concrete	X
Electricity X Available Gas X Available Water X Available Sanitary Sewer X Available	Trovider of Description		Street Type/Influence Curb/Gutter Sidewalk	Public Concrete Concrete	X
Electricity X Available Gas X Available Water X Available Sanitary Sewer X Available Other	Trovider of Description		Street Type/Influence Curb/Gutter Sidewalk Street Lights	Public Concrete Concrete Vapor	X
Electricity X Available Gas X Available Water X Available Sanitary Sewer X Available Other Other		Me Isal	Street Type/Influence Curb/Gutter Sidewalk Street Lights Alley	Public Concrete Concrete	X
Electricity X Available Gas X Available Water X Available Sanitary Sewer X Available Other Are the utilities and off-site improvements typical for the	e market? X Yes	_	Street Type/Influence Curb/Gutter Sidewalk Street Lights Alley , describe:	Public Concrete Concrete Vapor Asphalt	X
Electricity X Available Gas X Available Water X Available Sanitary Sewer X Available Other Other	e market? X Yes		Street Type/Influence Curb/Gutter Sidewalk Street Lights Alley , describe:	Public Concrete Concrete Vapor Asphalt	X
Electricity X Available Gas X Available Water X Available Sanitary Sewer X Available Other Are the utilities and off-site improvements typical for the	e market? X Yes		Street Type/Influence Curb/Gutter Sidewalk Street Lights Alley , describe:	Public Concrete Concrete Vapor Asphalt	X
Electricity X Available Gas X Available Water X Available Sanitary Sewer X Available Other Are the utilities and off-site improvements typical for the	e market? X Yes		Street Type/Influence Curb/Gutter Sidewalk Street Lights Alley , describe:	Public Concrete Concrete Vapor Asphalt	X
Electricity X Available Gas X Available Water X Available Sanitary Sewer X Available Other Other Are the utilities and off-site improvements typical for the Are there any adverse site conditions or external factors	e market? XYes s (easements, encroach	ments, environmenta	Street Type/Influence Curb/Gutter Sidewalk Street Lights Alley , describe: I conditions, land uses, e	Public Concrete Concrete Vapor Asphalt tc.)? Yes X	X X X X X X X X X X X X X X X X X X X
Electricity X Available Gas X Available Water X Available Sanitary Sewer X Available Other Other Are the utilities and off-site improvements typical for the Are there any adverse site conditions or external factors	e market? XYes s (easements, encroach mprised of a rectar	ments, environmenta	Street Type/Influence Curb/Gutter Sidewalk Street Lights Alley , describe: I conditions, land uses, e	Public Concrete Concrete Vapor Asphalt tc.)? Yes X mately.54 acres in size	X X X X X X X X X X X X X X X X X X X
Electricity X Available Gas X Available Water X Available Sanitary Sewer X Available Other Are the utilities and off-site improvements typical for the Are there any adverse site conditions or external factors Site Comments: The subject property is cor	e market? X Yes s (easements, encroach mprised of a rectar ew commercial de	ngular shaped pavelopment. It is	Street Type/Influence Curb/Gutter Sidewalk Street Lights Alley , describe: I conditions, land uses, e	Public Concrete Concrete Vapor Asphalt tc.)? Yes X mately.54 acres in size ad Street on its northe	X X X X X X X X X
Electricity X Available Gas X Available Water X Available Sanitary Sewer X Available Other Are the utilities and off-site improvements typical for the Are there any adverse site conditions or external factors Site Comments: The subject property is condistrict and zoned B3 which will allow for n	e market? XYes s (easements, encroach mprised of a rectar ew commercial de	ngular shaped pavelopment. It is to this parcel.	Street Type/Influence Curb/Gutter Sidewalk Street Lights Alley , describe: I conditions, land uses, e	Public Concrete Concrete Vapor Asphalt tc.)? Yes X mately.54 acres in size ad Street on its northe as public parking lot but	X X X X X X X X X X X X X X X X X X X
Electricity X Available Gas X Available Water X Available Sanitary Sewer X Available Other Are the utilities and off-site improvements typical for the Are there any adverse site conditions or external factors Site Comments: The subject property is cordistrict and zoned B3 which will allow for nother the rear or southern border of the site proving the rear or southern border or southern border of the site proving the rear or southern border	e market? XYes s (easements, encroach mprised of a rectar ew commercial de	ngular shaped pavelopment. It is to this parcel.	Street Type/Influence Curb/Gutter Sidewalk Street Lights Alley , describe: I conditions, land uses, e	Public Concrete Concrete Vapor Asphalt tc.)? Yes X mately.54 acres in size ad Street on its northe as public parking lot but	X X X X X X X X X X X X X X X X X X X

Z623-21

LAND APPRAISAL REPORT

File No.	Railroad	112	Ε	Dundee

			sale in the subject ne					100		2,413,0 s \$ 27				
There are 4 compar	rable sites s	old in the past 12 n	nonths in the subject		ranging in s ARABLE S		\$ 70,0)00	to) \$ 27	5,000			
FEATURE	SU	BJECT	COMPARA	BLE SALE NO.			MPARABLE	SALE N	0.2		COMPARAE	BLE SA	JENO 3	
Address 112 Railroad							2651 Woodward				2020 Albright Road			
City/St/Zip East Dunde			East Dunde, IL			St Charles, IL				Montegomery, IL				
Proximity to Subject			0.65 miles NE			13.41 miles SW				26.31 miles SW				
Data Source(s)	Assesso	r/Inspec.	c. COMPS #4894403			COMPS #5				COMPS #5926937				
Verification Source(s)	Assesso	r	Assessor			Assessor				Asses	sor			
Sale Price	\$				275,000			\$	500,000			\$	925,000	
Price/per SF	\$	0		6			10.473			\$	11.00			
Date of Sale (MO/DA/YR)			09/2019		Plus	11/2021				02/202	22			
Days on Market	NA		NA			NA				NA				
Financing Type	NA		Cash			Conv				Conv				
Concessions	None		None			None				None				
Location	Suburba		Equal			Equal				Equal				
Property Rights Appraised	Fee Sim		Fee Simple			Fee Simp	le			Fee S			Dlive	
Site Size Sq.Ft.	23,522.0		31,624			47,742 Commerc	ial			84,070			Plus	
View	Comme Level	Clai	Commercial Level			Level	ıldı			Comm Level	ierciai	-		
Topography Available Utilities	All Utiliti	00	All utilities			All utilities				All util	itios	-		
Street Frontage	275	<u></u>	100			200)			250	ilics			
Street Type	Public		Public			Public				Public				
Water Influence	None		None			None		+		None	•			
Fencing	None		None			None				None		-+		
Improvements	Parking	lot	None		Plus	None			Plus	Parkin	ng lot	+		
Zoning	B3		B2			B3				Indust				
<i>y</i>														
Net Adjustment (Total, in \$)			+	\$	0	+ ([\$	0		+	\$	0	
Adjusted sales price of the			Net Adj. 0.0%	6		Net Adj.	0.0%			Net Adj.	0.0%			
Comparable Sales (in \$)			Gross Adj. 0.0%	6 \$	9	Gross Adj.	0.0%	\$	10	Gross A	dj. 0.0%	\$	11	
The Appraiser has research	ed the trans	sfer history of the su	ubject property for the	e past 3 years a	ind the listin	g history of th	ne subject f	or the pas	t 12 months p	orior to th	e effective da	ate of tl	his appraisal.	
The appraiser has also rese	earched the	transfer and listing	history of the compar	rable sales for t	the past 12	months.								
The appraiser's research		X did not rev	eal any prior sales or	transfers of the	e subject pr	operty for the	three year	s prior to t	he effective of	late of the	e appraisal.			
Data Sources: MLS/Asse														
The appraiser's research		X did not rev	eal any prior sales or	transfers of the	e comparab	le sales for th	ie year pric	or to the da	ate of sale of	the comp	arable sale.			
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LEECH & DENOMA APPRAISAL SERVICE INC

LAND APPRAISAL REPORT

Z623-21

File No. Railroad 112 E Dundee

	PRODUCT INFORMAT	ION FOR PUDs (if applicable)	
Is the developer/builder in control of the Ho	omeowners' Association (HOA)? Yes	No Unit type(s): Detached Attached	
Provide the following information for PUDs	ONLY if the developer/builder is in control of the HO/	A and the subject property is an attached dwelling unit.	
Legal Name of Project:			
Total number of phases:	Total number of units:	Total number of units sold:	
Total number of units rented:	Total number of units for sale:	Data source(s):	
Was the project created by the conversion	of existing building(s) into a PUD? Yes	No If Yes, date of conversion:	
Does the project contain any multi-dwelling	gunits? Yes No Data Source:		
Are the units, common elements, and recre	eation facilities complete? Yes No	If No, describe the status of completion:	
Describe common elements and recreation	nal facilities:		

CERTIFICATIONS AND LIMITING CONDITIONS

This report form is designed to report an appraisal of a parcel of land which may have some minor improvements but is not considered to be an "improved site". All improvements are considered to be of relatively minor value impact on the overall value of the site. This report form is not designed to report on an "improved site" where significant value is derived from the improvements. This appraisal report form may be used for single family, multi-family sites and may be included within a PUD development.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions and certifications. Modifications, additions, or deletions to the intended user, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions and certifications. The appraiser must, at a minimum; (1) perform a complete visual inspection of the subject site and any limited improvements, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions and conclusions in this appraisal report.

INTENDED USE: The intended use of the appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this report is the lender/client identified within the appraisal report.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what they consider their own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale. (Source: OCC, OTS, FRS, & FDIC joint regulations published June 7, 1994)

* Adjustments to the comparables must be made for special or creative concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

- 1. The appraiser will not be responsible for matters of a legal nature that affect the subject property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
- 2. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no quarantees, express or implied, regarding this determination.
- 3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
- 4. The appraiser has noted in this appraisal report any adverse conditions (such as the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the subject property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties express or implied. The appraiser will not be responsible for any such conditions that do exist or for the engineering or testing that might be required to discover whether such condition exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal must not be considered as an environmental assessment of the property.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

- 1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
- 2. I performed a complete visual inspection of the subject site and any limited improvements. I have reported the information in factual and specific terms. I identified and reported the deficiencies of the subject site that could affect the utility of the site and its usefulness as a building lot(s).
- 3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of the Appraisal Foundation and that were in place at the time this appraisal report was prepared.
- 4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them unless indicated elsewhere within this report as there are no or very limited improvements and these approaches to value are not deemed necessary for credible result and/or reliable indicators of value for this appraisal assignment.
- 5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
- 6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of the sale of the comparable sale, unless otherwise indicated in this report.
- 7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
- 8. I have not used comparable sales that were the result of combining multiple transactions into reported sales
- 9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
- 10. I have verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
- 11. I have knowledge and experience in appraising this type of property in this market area.
- 12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.

LAND APPRAISAL REPORT CERTIFICATIONS AND LIMITING CONDITIONS (continued)

- 13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believed to be true and correct
- 14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
- 15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
- 16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
- 17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
- 18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application.
- 19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
- 20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will received this appraisal report.
- 21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).
- 22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.
- 23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.
- 24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature", as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.
- 25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

- 1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
- 2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
- 3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
- 4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
- 5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature", as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

SIGNATURES

APPRAISER SUPERVISORY APPRAISER (ONLY IF REQUIRED) Signature Name James W. Leech State Cert. General Appraiser Name Company Name Leech & Denoma Appraisal Service Company Name Company Address 1717 Lewis Ave Company Address _ Zion, IL 60099 847-872-4982 Telephone Number Telephone Number Email Address jamesleech@leechbridges.com Fmail Address Date of Signature and Report 04/25/2022 Date of Signature Effective Date of Appraisal 04/14/2022 State Certification # State Certification # 553.000263 or State License # or State License # State State # Expiration Date of Certification or License or Other (describe) State IL 09/30/2023 Expiration Date of Certification or License SUBJECT PROPERTY Did not inspect subject property ADDRESS OF PROPERTY APPRAISED Did inspect exterior of subject property from street 112 Railroad Street Date of Inspection East Dundee, IL 60118 305,000 APPRAISED VALUE OF SUBJECT PROPERTY \$ LENDER/CLIENT COMPARABLE SALES ___ Did not inspect exterior of comparable sales from street Company Name Village of East Dundee Did inspect exterior of comparable sales from street Company Address 120 Barrington Avenue Date of Inspection East Dundee, Illinois **Email Address**

Z623-21

LAND APPRAISAL REPORT

File No. Railroad 112 E Dundee

5545405			COMPARABLE S							COMPARABLE SALE NO. 6					
FEATURE Address 112 Railroad		JBJECT	COMPARABLE SALE NO. 4 301 Randall Road			COMPARABLE SALE NO. 5 1175 N. McLean Boulevard					COMPA	RABLE S	SALE NO. 6		
City/St/Zip East Dunde			Lake in th												
Proximity to Subject			6.30 miles), IL	-		Elgin, II 3.34 miles SW							
Data Source(s)	Assesso	or/Inspec.	COMPS 34906987				COMPS #4881788								
Verification Source(s)	Assesso		Assessor	170070				Assessor	100170						
Sale Price	\$	-			\$	745,000				\$	400,000			\$	
Price/per SF	\$	0	\$	9.502	2		\$	5	Ĺ	5		\$		0	
Date of Sale (MO/DA/YR)			10/2019)9/2019							
Days on Market	NA		NA					NA							
Financing Type	NA		Conv				_	Conv							
Concessions	None		None					<u>Vone</u>							
Location	Suburba		Equal					nferior			Plus				
	Fee Sin		Fee Simp			Dlue		ee Simp	ie		Dlue				
Site Size Sq.Ft.	23,522.0 Comme		78,408 SF Commerc			Plus		33,635 Commerc	ial		Plus				
View Topography	Level	ludi	Level	ıaı				_evel	Idl						
Available Utilities	All Utilit	ies	All utilities	\$				All utilities							
Street Frontage	275	103	210	<u> </u>				410	,						
Street Type	Public		Public					Public							
Water Influence	None		None				-	Vone							
Fencing	None		None				N	Vone							
Improvements	Parking	lot	None			Plus		Vone			Plus				
Zoning	B3		B3				1	Area Busi	ness						
							\perp		_			 			
Net Adjustment (Total, in \$)			+ (\$	0	-	+ (<u></u> -	\$	0			- \$	0
Adjusted sales price of the			Net Adj.	0.0%		10		Net Adj.	0.0%		_	Net A		0% 0% \$	^
Comparable Sales (in \$) Listing/Transfer History		Transfer/Sale	Gross Adj.	0.0%		Listing and Transfer		Gross Adj.			ansfer history	Gross			nsfer history of
			st 36 months			Comp 4 in past 12 i		-		-	ansier nistory ast 12 months				st 12 months:
(if more than two, use comm	nents	\$	ISC GO MIGHTERS		\$		1110	mans.	\$	omp o m p	Joe 12 months	,.	\$	ip o iii pu	30 12 11010113.
section or an addendum.)		\$			\$				\$				\$		
Summary of the Sales Com	parison Ap	proach:									·				
_															

ADDENDUM

Borrower: NA	File No.: Railroad 112 E Dundee	
Property Address: 112 Railroad Street	Case No.: Z623-21	
City: East Dundee	State: IL Zip: 60118	
Lender: Village of East Dundee		

LEGAL DESCRIPTION

PART OF THE SW 1/4 OFSEC 23-42-8 PER 97K026570 (EX PART DESC IN 2013K000294)

Tax Legal. Parcel #03-23-314-007

Additional Appraiser's Certification

Pursuant to the Conduct Section of the Ethics Rule of USPAP, "If known prior to accepting an assignment, and/or if discovered at any time during the assignment, an appraiser must disclose to the client, and in the subsequent report certification any services regarding the subject property performed by the appraiser within the three year period immediately preceding acceptance of the assignment, as an appraiser or in any other capacity."

I have not previously appraised this property in the three years prior to this assignment. The appraiser is not aware of any other services, as an appraiser or in any other capacity, performed on the subject property within the past three years.

EXPOSURE TIME

Based on a review of the data included throughout this report and during the appraisal process for this specific property, including but not limited to the Market Conditions Section, information gathered through sales verification, the appraiser's knowledge of the subject property and its specific market and an analysis of the data collected, reviewed, considered and used in the sales comparison, a reasonable exposure time for the subject property is estimated to be 2 to 4 months if offered at a reasonable price relative to the opinion of market value estimated within this report.

Site Comments

See Report

Comments on Sales Comparison

The appraiser has researched comparable land sales in the subject's general marketing area as well as current listings. The 5 sales presented in this analysis are the best available based on my research.

The 5 sales have produced the following values per square foot:

Sale 1	\$ 8.70
Sale 2	\$10.47
Sale 3	\$11.00
Sale 4	\$ 9.50
Sale 5	\$ 5.00

The sales are adjusted based on location and lot size. Also to be considered is that there is an improved parking lot on the site which makes it more valuable.

After all the data researched and presented is reviewed and correlated, in my opinion the fair market value of the subject site as vacant for development is \$13.00 per square foot. This produces the following calculation of value for the subject property:

23,522 SF times \$13.00 per SF equals \$305,786 say \$305,000

The final reconciled value is concluded to be \$305,000 as vacant for the subject property as of the current date of value.

Condition of Appraisal Comments

The subject property is being appraised "as is".

File No. Railroad 112 E Dundee

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the Appraiser's judgment.

STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

- 1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
- 2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.
- 3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
- 4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
- 5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
- 6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
- 7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
- 8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
- 9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
- 10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

Vacant Land Page 1 of 2

File No Railroad 112 F Dundee

APPRAISERS CERTIFICATION: The Appraiser certifies and agrees that:

- 1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to , or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
- 2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
- 3. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and Limiting Conditions specified in this form.
- 4. I have no present or prospective interest in the property that is the subject to this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.
- 5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
- 6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.
- 7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.
- 8. I have personally inspected the subject property and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.
- 9. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

SUPERVISORY APPRAISER'S CERTIFICATION: If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

ADDRESS OF PROPERTY APPRAISED: 112 Railroad Street, East Dundee, IL 60118

APPRAISED: SUPERVISORY APPRAISED (only if required)

APPRAISER:	SUPERVISORY APPRAISER (only if required)
Signature:	Signature:
Name: James W. Leech State Cert.General Appraiser	Name:
Date Signed: 04/25/2022	Date Signed:
State Certification #: 553.000263	State Certification #:
or State License #:	or State License #:
State: Illinois	State:
Expiration Date of Certification or License: 09/30/2023	Expiration Date of Certification or License:
	☐ Did ☐ Did Not Inspect Property

Vacant Land Page 2 of 2

LEECH & DENOMA APPRAISAL SERVICE INC

USPAP ADDENDUM

Z623-21 File No. Railroad 112 E Dundee

Borrower: NA Property Address: 112 Railroad Street			
City: East Dundee Lender: Village of East Dundee	County: <u>Kane</u>	State: IL	Zip Code: <u>60118</u>
APPRAISAL AND REPORT IDEN	TIFICATION		
This report was prepared under th	ie following USPAP reportir	ng option:	
X Appraisal Report	A written report prepared under S	tandards Rule 2-2(a).	
Restricted Appraisal Report	A written report prepared under S	tandards Rule 2-2(b).	
Reasonable Exposure Time			
My opinion of a reasonable exposure time	for the subject property at the marke	et value stated in this report is: 2-4 m	onths
My estimate of exposure time is based or	n a review of the market through	an MC report as well as my experie	ence in this area.
Additional Certifications			
X I have performed NO services, as an period immediately preceding accepta		regarding the property that is the subj	ect of this report within the three-year
I HAVE performed services, as an apperiod immediately preceding accepta		rding the property that is the subject of ices are described in the comments b	
	to the client and in the subsequen	nt report certification of any service:	d/or if discovered any any time during the s regarding the subject proeprty performed r or any other capacity.
I have performed no services including a	n appraisal of this property over th	ne past 3 years.	
Additional Comments			
ADDITIONAL CERTIFICATION COMME	NT		
The compensation for this appraisal assignment	gnment is \$900.		
ADDDAIGED			1.15
APPRAISER:		SUPERVISORY APPRAISER (o	only it required):
Signature:Name: James W Leech State Cert. G	11	Signature:	
Name: James W. Leech State Cert. G	eneral Appraiser	Name:	
Date Signed: 04725/2022 State Certification #: 553.000263			
or State License #:			
or Other (describe):	State #:	State:	
State: <u>IL</u> Expiration Date of Certification or License	<u>. 09/30/2023</u>	Expiration Date of Certification o Supervisory Appraiser inspection	r License:
Effective Date of Appraisal: April 14, 202	2		ly from street Interior and Exterior

Borrower: NA
Property Address: 112 Railroad Street
City: East Dundee
City: East Dundee

Ender: Village of East Dundee



Front looking south



Looking south at site



Looking north



Borrower: NA
Property Address: 112 Railroad Street
City: East Dundee
City: East Dundee

Ender: Village of East Dundee



Street looking east



Looking west



Street



LOCATION MAP

Borrower: NA File No.: Railroad 112 E Dundee
Property Address: 112 Railroad Street Case No.: Z623-21
City: East Dundee State: IL Zip: 60118

Lender: Village of East Dundee

(26) (151) (83) Watertown Menomonee Falls un Prairie Waterloo (16) Oconomowoc (16) Johnson Creek Delafield **Milwaukee** Waukesha 90 T Fort Atkinson toughton Oak Creek (26) Whitewater [12] (32) East Troy (51) Milton [14] 1 (11) Janesville Burlington Elkhorn Delavan. rdville (12) Lake Geneva 13 Pleasant Prairie Beloit (67) Comparable Sale 1 110 Dundee Road Harvard East Dunde, IL Roscoe (47) 0.63 miles NE Waukegan Comparable Sale 4 301 Randall Road Loves Park (41) Lake in the Hills, IL Belvidere 6.28 miles NW Subject [20] 112 Railroad Street East Dundee, IL 60118 10 00 yron Comparable Sale 5 Comparable Sale 5 1175 N. McLean Boulevard (72) Comparable Sale 2 s 2651 Woodward St Charles, IL (251) Elgin, II Evanston 3.35 miles SW (64) Sycamore 13.42 miles SW Comparable S1.3 युक्त युक्त 90 (38) DeKalb Rochelle 2020 Albright Road 38 Montegomery, IL 155 W Thicago Ashton 26.32 miles SW Oak Brook 133 Aurora Naperville (30) Oak Lawn Bolingbrook Oswego Plano ublette Somonauk Plainfield Orland Park O (34) 355 Hammond Tinley Park 1 (34) Mendota Sheridan (52) Frankfort (52) Merrillvill [52] (47) 7 (6) Crown Point 55 (41) Ø La Salle Ottawa Marseilles Oglesby Braidwood Manteno (13) (102) 65 1 Bourbonnais Kankakee Streator Dwight (89) [41] Fair 萝 (17) Wenona Herscher St Anne Map data @2022 Google Cornell



Borrower: NA File No.: Railroad 112 E Dundee
Property Address: 112 Railroad Street Case No.: Z623-21
City: East Dundee State: IL Zip: 60118

Lender: Village of East Dundee



FLOOD INFORMATION

Community: VILLAGE OF EAST DUNDEE

Property is NOT in a FEMA Special Flood Hazard Area

Map Number: 17089C0157H

Panel: 17089C0157

Zone: X

Map Date: 08-03-2009

FIP5: 17089

Source: FEMA DFIRM

LEGEND



Road View:

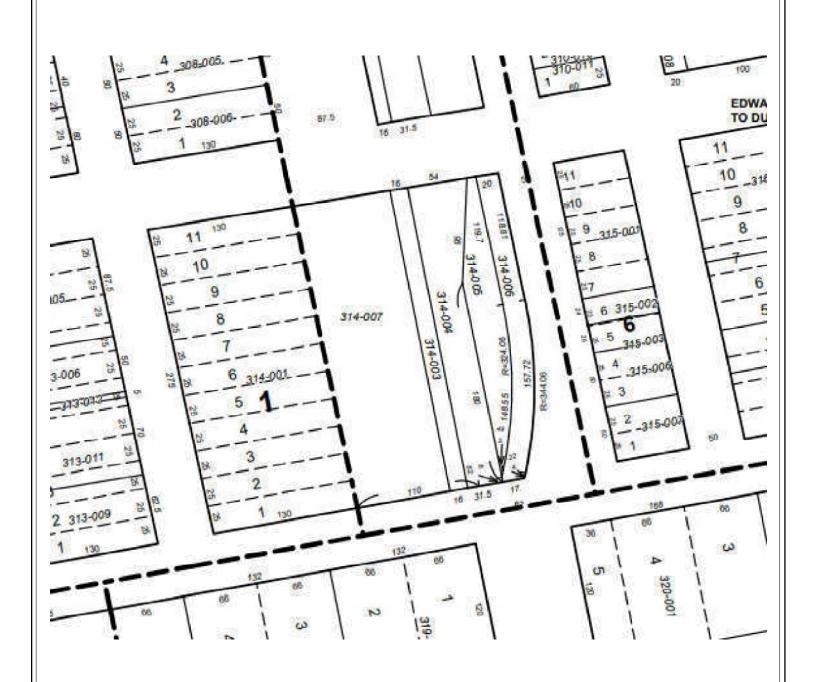


Sky Flood™

No representations or warranties to any party concerning the content, accuracy or completeness of this flood report, including any warranty of merchantability or fitness for a particular purpose is implied or provided. Visual scaling factors differ between map layers and are separate from flood zone information at marker location. No limbility is accepted to any third party for any use or mause of this flood map or its data.

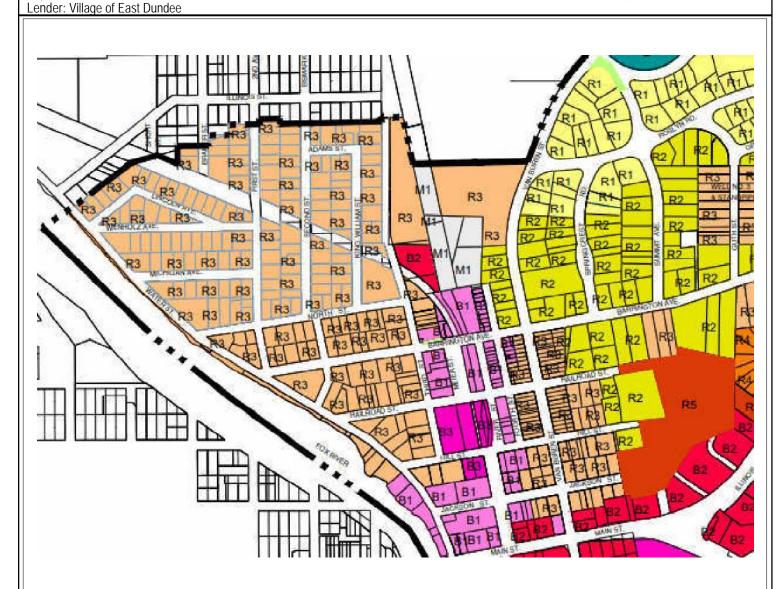


Borrower: NA File No.: Railroad 112 E Dundee
Property Address: 112 Railroad Street Case No.: Z623-21
City: East Dundee State: IL Zip: 60118
Lender: Village of East Dundee





File I	No.: Railroad 112 E Dundee
Case	e No.: Z623-21
State: IL	Zip: 60118
	Case



ZONING DISTRICTS



EAST DUNDEE CORPORATE LIMITS Borrower: NA File No.: Railroad 112 E Dundee
Property Address: 112 Railroad Street Case No.: Z623-21
City: East Dundee State: IL Zip: 60118
Lender: Village of East Dundee





Borrower: NA		File No.: Railroad 112 E Dundee
Property Address: 112 Railroad Street		Case No.: Z623-21
City: East Dundee	State: IL	Zip: 60118
Landar: Village of East Dundee		<u> </u>

GREATAMERICAN.
INSURANCE GROUP
301 E. Fourth Street, Cincinnati, OH 45202

DECLARATIONS

REAL ESTATE PROFESSIONAL ERRORS & OMISSIONS INSURANCE POLICY

Renewal of RAB3878761-21

THIS IS A CLAIMS MADE INSURANCE POLICY.

THIS POLICY APPLIES ONLY TO THOSE CLAIMS THAT ARE FIRST MADE AGAINST AN INSURED DURING THE POLICY PERIOD. ALL CLAIMS MUST BE REPORTED IN WRITING TO THE COMPANY DURING THE POLICY PERIOD OR WITHIN SIXTY (60) DAYS AFTER THE END OF THE POLICY PERIOD.

Insurance is afforded by the company indicated below: (A capital stock corporation)

Great American Assurance Company

Note: The Insurance Company selected above shall herein be referred to as the Company.

Policy Number: RAB3875761-22

Program Administrator Herbert H. Landy Insurance Agency Inc. 100 River Ridge Drive, Suite 301 Norwood, MA 02062

item 1. Named Insured. L&D Appraisal Services Inc dba Leech & Denoma Appraisal Service

Item 2. Address: 1717 Lewis Ave City, State, Zip Code: Zion, IL 60099

Item 3. Policy Period: From 01/21/2022 To 01/21/2023 (Month, Day, Year) (Month, Day, Year) (Month Day, Year) (Both dates at 12:01 a.m. Standard Time at the address of the Named Insured as stated in Item 2.)

Item 4 Limits of Liability

A. \$ 1,000,000 Limit of Liability - Each Claim
B. \$ 1,000,000 Limit of Liability - Policy Aggregate
C. \$ 500,000 Limit of Liability - Fair Housing Claims
D. \$ 500,000 Limit of Liability - Fungi Claims

Item 5. Deductible: (Inclusive of Claim Expense): \$5,000 Each Claim

item 6. Premium: S 1,877.00

item 7. Retroactive Date (if applicable): Unlimited

Item 8. Forms, Notices and Endorsements attached: Forms, Notices and Endorsements attached:
D43100 (086/19) D43300 IL (05/13) D43444 (03/17) D43411 (05/13)
D43442 (03/15) D43447 (06/17) D43448 (06/17) D43425 (05/13)
D43442 (05/13) D43421 (03/15) D43418 (05/13) D43408 (05/13) IL7324 (07/21) D43101 (03/15)

Page 1 of 1





*****	INVOICE	*****

File Number: Railroad 112 E Dundee April 25, 2022

Village of East Dundee 110 Railroad Street East Dunde, IL

Borrower:

Invoice #:
Order Date:

Reference/Case # : Z623-21 PO Number : James Leech

112 Railroad Street East Dundee, IL 60118

Appraisal Fee	\$ \$	900.00
Invoice Total State Sales Tax @ Deposit	\$ \$ (\$	900.00 0.00
Deposit Amount Due	(\$	900.00

Terms:

Please Make Check Payable To:

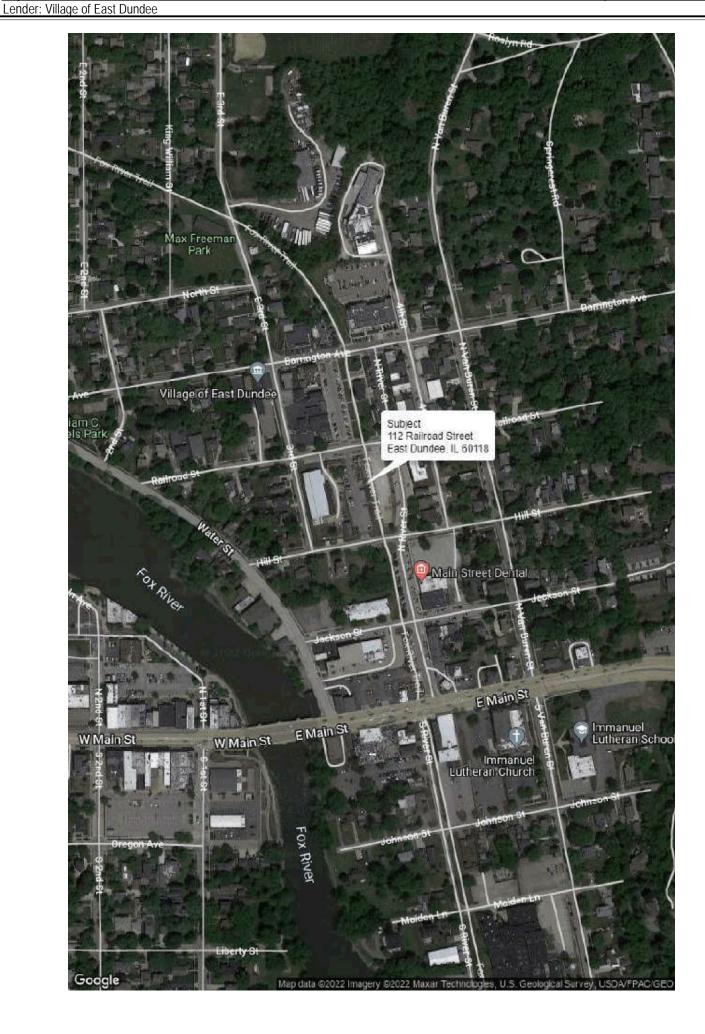
Leech & Denoma Appraisal Service, Inc. 1717 Lewis Avenue Zion, IL 60099

Fed. I.D. #: 36-4542768

Please return one copy of this invoice along with your payment

AERIAL MAP

Borrower: NAFile No.:Railroad 112 E DundeeProperty Address: 112 Railroad StreetCase No.:Z623-21City: East DundeeState: ILZip: 60118





Memorandum

To: Village President and Board of Trustees

From: Erika Storlie, Village Administrator

Subject: Purchase of Real Property in Downtown TIF #4 (110 Railroad St, East Dundee)

Date: October 16, 2023

Action Requested:

Staff recommends Village Board approval of an ordinance authorizing the purchase of real property located at 110 Railroad St, East Dundee, IL 60118, in the Downtown Tax Increment Financing District in the amount of \$800,000. The ordinance also authorizes the Village to lease the property back to the current owner for 18 months once the Village becomes the owner of the property.

Funding Source:

Downtown TIF #4 - Fund 39

Summary:

The Village has been working to purchase the former lumberyard property and adjacent public parking lot (110 Railroad St, East Dundee, IL 60118, PIN 03-23-314-001) for the past year. The seller and the Village have come to an agreement that satisfies all parties and anticipate a closing date of December 15, 2023.

The purchase and sales agreement is attached and allows for a due diligence period to conduct any inspections and additional testing. The Village has already completed a Phase 1 inspection of the property with permission from the seller.

This ordinance in intended to be approved in tandem with the previous agenda item authorizing the acceptance of the donation of the adjacent parcel which currently contains the public parking lot.

Staff is actively working on drafting a Request for Proposals for the redevelopment of the property which will be on an upcoming Village Board meeting agenda for approval.





Attachments:

Ordinance
Purchase and Sales Contract
Lease

ORD	INANCE	NO.	

AN ORDINANCE AUTHORIZING EXECUTION OF A REAL ESTATE SALE AGREEMENT AND PURCHASE OF REAL PROPERTY AND LEASE BACK OF PROPERTY (110 RAILROAD STREET, EAST DUNDEE, ILLINOIS)

NOW, THEREFORE, BE IT ORDAINED, by the President and Board of Trustees of the Village of East Dundee, Kane and Cook Counties, Illinois, as follows:

SECTION 1: The President and Board of Trustees of the Village find as follows:

- A. The Village of East Dundee (the "Village") is a home rule municipality pursuant to Section 7 of Article VII of the Constitution of the State of Illinois.
- B. The State of Illinois has adopted tax increment financing pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended from time to time (the "TIF Act").
- C. Pursuant to its powers and in accordance with the TIF Act, and pursuant to Ordinance Nos. 08-34, 08-35 and 08-36, adopted June 16, 2008, and as amended by Ordinance Number 18-28 on September 10, 2018, the Downtown Tax Increment Financing District (the "TIF District") was formed as a TIF district, for a twenty-three (23) year period. Ordinance Nos. 08-34, 08-35, 08-36 and 18-28 are incorporated herein by reference.
- D. Pursuant to and in accordance with the TIF Act and the Ordinances establishing the TIF District, the Corporate Authorities of the Village are empowered under Sections 4(c) and 3(q)(2) of the TIF Act, 65 ILCS 5/11-74.4-4(c) and 3(q)(2), to purchase real property within the TIF district, using TIF District funds, in furtherance of the Redevelopment Plan and Project for the TIF District, including for the acquisition of the "Subject Property," as defined in Section I.E. below.
- E. Deloris Doederlein, Trustee of the Deloris Doederlein Living Trust (the "Seller"), is the owner of the real estate and appurtenances attached thereto for the property located at 110 Railroad Street, East Dundee, Illinois (the "Subject Property").
- F. The Village desires to acquire the Subject Property in furtherance of the Redevelopment Plan and Project for the TIF District.
- G. As part of the agreement for acquisition, the Village agrees to lease the Subject Property to the Seller for a term of 18 months effective on the Parties' closing date, which terms and conditions are set forth in the Industrial Building Lease, attached as an exhibit to the "Real Estate Purchase and Sale Agreement."

- H. It is the desire of the Seller to convey the Subject Property to the Village on the terms set forth in the "Real Estate Purchase and Sale Agreement," and its accompanying Exhibits, attached hereto as **EXHIBIT A** and made a part hereof (the "Agreement"). The lease agreement is also attached hereto as **EXHIBIT B** ("Lease") and made a part hereof.
- I. It is in the best interest of the Village to acquire the Subject Property, to ensure that redevelopment within the TIF District continues.

SECTION 2: Based upon the foregoing, the Village President, Village Clerk and Village Administrator are hereby authorized and directed to purchase the Subject Property pursuant to the terms and conditions set forth in the Agreement, and lease back the Property to the Seller according to the Lease. The Village President or Village Administrator are further authorized and directed to execute and deliver such other instruments, including the Agreement and Lease, in a form finalized and approved by the Village Administrator and Village Attorney, and the Village Administrator and Village Attorney are also authorized to make any final changes to the Agreement and Lease as may be necessary or convenient to consummate such purchase.

SECTION 3: This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

ADOPTED this day of April, 2023, pursuant to a roll call vote as follows:
AYES:
NAYS:
ABSENT:
APPROVED this day of September 2023, by the Village President of the Village of East Dundee, and attested by the Village Clerk, on the same day.
Village President
APPROVED and FILED in my office this day of, 2023 and published in pamphlet form in the Village of East Dundee, Kane and Cook Counties Illinois.
ATTEST:
Village Clerk

EXHIBIT A

REAL ESTATE PURCHASE AND SALE AGREEMENT

(attached)

EXHIBIT B

LEASE AGREEMENT

(attached)

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into as of October ____, 2023 (Purchaser will fill in the date after the Village Board gives its approval) (the "Effective Date") by and between the VILLAGE OF EAST DUNDEE, an Illinois home-rule municipal corporation ("Purchaser"), and DELORIS DOEDERLEIN, Trustee of the DELORIS DOEDERLEIN LIVING TRUST ("Seller"). In consideration of the recitals and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser (collectively, the "Parties") agree as follows:

Section 1. Recitals.

- A. Parcel. The Seller owns fee simple title to that certain real property consisting of a rectangular parcel commonly known as the 110 Railroad St., East Dundee, Illinois, and which parcel is legally described on *Exhibit A* attached hereto ("*Parcel*").
- **B.** Property Description. Purchaser desires to purchase from Seller, and Seller agrees to sell to Purchaser, (i) the Parcel, (ii) the improvements thereon, (iii) all easements, tenements, riparian rights, hereditaments, privileges and appurtenances that run with or are appurtenant to the Parcel, whether or not of record, (iv) the use of all appurtenant and assignable rights-of-way, if any, abutting, adjacent to, contiguous to, or adjoining the Parcel, and (v) all licenses, permits and franchises issued by any government authority relating to the development, use, or operation of the Parcel, running to or in favor of Seller (collectively, the "*Property*"), subject to this Agreement.
- C. Lease to Seller: Purchaser agrees to lease the Property to Seller for a term of eighteen months starting on the Closing Date (as defined in Section 10 below) for a monthly rental amount of \$1.00 and other terms and conditions ("Lease"), a copy of the Lease is attached hereto as Exhibit B.
- **D.** Preservation of Green Building. Purchaser agrees to make its reasonable best efforts to preserve the building which is painted green and is located on the north portion of the Property, ("Green Building") and incorporate it into the redevelopment of the Property provided such incorporation can be at a cost-efficient manner and complies with the purpose of the redevelopment plan. Such preservation of the Green Building may be limited by cost, use, and ownership of the Property on which the Green Building rests.
- E. Donation of Parcel assigned PIN 03-23-314-007-000. Seller owns the property adjacent to the Parcel and which the Seller will donate to the Purchaser under the terms of a separate Donation Letter ("Donated Property"). It is the Parties' intention that the donation of the Donated Property will occur simultaneously with the Closing on the Property.
- F. Dismissal of Complaint for Condemnations. Prior to or upon the completion of the Closing, the Purchaser will cause the Complaint for Condemnation filed by the Village of East Dundee as Plaintiff against the Seller as Defendant with the Circuit Court of the Sixteenth

Judicial Circuit Kane County, Illinois Case no 2022-ED-000035 to be dismissed with prejudice provided this transaction has closed.

Section 2. Incorporation of Recitals. The Recitals are incorporated into this Agreement.

Section 3. Purchase and Sale; Purchase Price.

- A. Purchase Price. Seller shall sell the Property to Purchaser, and Purchaser shall purchase the Property from Seller, subject to the terms of this Agreement. The purchase price for the Property is \$800,000.00 ("Purchase Price").
 - B. Earnest Money. There shall be no earnest money deposit.
- C. Balance of Purchase Price. Purchaser shall pay the Purchase Price, plus or minus prorations, credits, and adjustments as provided in this Agreement, at the Closing through a Closing Escrow (defined in Section 10 below) by wire transfer in accordance with wire instructions provided by the Chicago Title Insurance Company ("Title Company").

Section 4. Parties' Preliminary Obligations and Rights.

- A. Seller's Deliveries. Within fourteen (14) business days after the Effective Date, Seller shall deliver to Purchaser and Purchaser's attorney copies of all of the following pertaining to the Property or the Donated Property in its possession or control: (i) any and all unrecorded leases, tenancies, licenses, easements, and occupancy rights, all amendments thereto, and all correspondence and notices related thereto; (ii) existing survey(s) of the Property or Donated Property; (iii) any environmental reports, including Phase I and Phase II reports, soil testing or other reports or documents related to proposed development of the Property or the Donated Property; (iv) any and all notices and correspondence regarding compliance with laws, including environmental and zoning laws; (v) all contracts and services agreements binding on the Property and the Donated Property and (vi) any unrecorded easements, licenses, or other rights to occupy or use the Property or the Donated Property (collectively "Seller's Deliveries"). Seller shall deliver a cover letter with Seller's Deliveries certifying that true, complete, and correct copies of all of Seller's Deliveries have been delivered to Purchaser and its attorneys.
- B. Title Commitment. Purchaser obtained a commitment from the Title Company to issue to Purchaser at Closing an ALTA Owner's Title Insurance Policy (2006 version) (i) in the amount of the Purchase Price, (ii) with the following endorsements: an extended coverage endorsement over all standard exceptions (1-6) of Schedule B Part II of the Title Commitment defined below ("Schedule B"), Access Endorsement to Railroad St., Location Endorsement and an Encroachment Endorsement, if any encroachments are shown on the Survey, (iii) insuring good, marketable, and insurable title to the Property, and (iv) with coverage over any "gap" period, all subject only to the Permitted Exceptions (as defined in Section 5.B.4) (the "Title Policy"). Purchaser will pay the cost for the Title Policy with the aforementioned endorsements and any other endorsements. The Purchaser has obtained the following preliminary title commitment No. CCHI2301625LD for the Property ("Title Commitment"). Title Commitment is attached to and incorporated as Exhibit C to this Agreement. Seller agrees to use this Title Commitment. The Title Commitment also includes the Donated Property to be cost effective for the Purchaser.

- C. Surveys and Plats. Within 30 days of the Effective Date the Purchaser will obtain an ALTA/NSPS standard survey ("Survey") of the Property, that (a) is prepared by a surveyor approved by Purchaser, (b) will be certified in favor of Seller, Purchaser and the Title Company, (c) complies with all requirements of the Title Company that are conditions to the removal of the survey exception from the standard printed exceptions in the Title Commitment, (d) contains a certification as to the total acreage of the Property, (e) includes the Table A Items 1, 2, 3, 4, 7a, 8, 9, 10, 11b, 13, 16, 19 (in the amount of \$2,000,000), and (f) is provided to Purchaser in digital format in NAD 83 State Plane Coordinates, and the surveyor shall provide six hard copies of the Survey to Purchaser. Purchaser will pay the cost for the ALTA Survey. The Survey shall also include the Donated Property to be cost effective for the Purchaser.
- D. Environmental Assessment. Beginning on the Effective Date, Purchaser may cause to be performed one or more (i) environmental assessments, reviews, or audits, including without limitation a Phase I site assessment, of or related to the Property, (ii) tests or borings of the soil on the Property, (iii) asbestos testing of any improvements located on the Parcel, and (iv) other investigations or analyses concerning the environmental and physical condition of the Parcel (collectively, "Environmental Assessments"). Only at Seller's written request through counsel, Purchaser shall provide a copy of any completed Environmental Assessment to Seller. Purchaser may include the Donated Property in its Environmental Assessments in order to be cost effective for the Purchaser.

Section 5. Due Diligence Period.

A. Period and License. During the period that begins on the Effective Date and ends on the sixtieth (60th) day after the Effective Date ("Due Diligence Period"), Purchaser may conduct such investigations, inspections, reviews, and analyses of or with respect to the Property as Purchaser desires ("Due Diligence Activities"). The Due Diligence Activities may include, without limitation, reviews of Seller's Deliveries, the Title Commitment, the ALTA Survey, and the Environmental Assessments. Seller hereby grants to Purchaser a license during the Due Diligence Period, for the use of Purchaser and its agents and contractors, to conduct Due Diligence Activities on the Property at any time upon 1 day's prior notice to Seller. Purchaser may include the Donated Property in its Due Diligence Activities in order to be cost effective for the Purchaser.

B. Review of Title Commitments and Surveys.

1. Identification of Unpermitted Exceptions and Commitment to Cure. Upon the later of (i) one hundred twentieth (120^{th)} day after the Effective Date and (ii) the 10th business day following Purchaser's receipt of the Title Commitment and the Survey, Purchaser shall send written notice ("Title Objection Notice") identifying any matter identified in such Title Commitment or Survey that Purchaser determines, will adversely affect Purchaser's intended redevelopment of the Property, (the "Unpermitted Exceptions"), and the Seller commits, at Seller's cost, to (a) cure or remove the Unpermitted Exception or (b) cause the Title Company to insure over the Unpermitted Exceptions ("Commitment to Clear Exceptions"). Notwithstanding the process identified in this Section 5.B.1, the following are Unpermitted Exceptions, whether or not identified by Purchaser, that Seller must cure, and not merely insure over, prior to or at the Closing, and that Seller will be deemed to commit to cure in the Commitment to Clear Exceptions, whether or not Seller identifies them therein (collectively, the "Must Cure

Exceptions"): (i) each mechanics', materialmen's, repairmen's, contractors' or other lien that encumbers the Property, unless the lien arises from the acts of Purchaser, (ii) each mortgage, security deed, and other security instrument that encumbers the Property, (iii) all past due Real Estate Taxes (defined in Section 10.F) applicable to the Property, (iv) each judgment against Seller that may constitute a lien against the Property, and (v) title exceptions shown in Schedule B Part II as follows will be removed from the Title Commitment and Owner's Policy: 1 through and including 7, B-8, anything accrued and due prior to closing pursuant to I-10 will be paid as of Closing, C-11; L-12, W-13 (provided that Purchaser shall be responsible for the preparation, filing and recording of all such documents necessary to remove said exception at Purchaser's sole cost and expense), D-14, E-15, N-16, U-17, M-18, 0-19, F-23 and A-24.

2. Seller's Compliance with Commitment to Clear Exception. At least 10 days prior to Closing, Purchaser shall obtain from the Title Company an updated Title Commitment, showing that all Unpermitted Exceptions that Seller committed to clear in the Commitment to Clear Exceptions (including the Must Cure Exceptions) have been cleared. If Seller fails to do so, then Purchaser, at any time, may either (i) proceed with the Closing and deduct from the Purchase Price the amount reasonably necessary to clear the Unpermitted Exception that Seller committed to, but failed to, clear, in which case Purchaser will be deemed to have accepted the uncleared or uninsured Unpermitted Exception and shall accept Seller's Deed at Closing subject to the uncleared or uninsured Unpermitted Exception or (ii) terminate this Agreement.

3. Deliberately omitted.

- 4. Permitted Exceptions. Any matter of record shown in the Title Commitment that is (i) not objected to by Purchaser in a Title Objection Notice or (ii) is not defined in Section 5.B.1 as an Unpermitted Exception or a Must Cure Exceptions or (iii) is an uncleared or uninsured Unpermitted Exception that is deemed accepted by Purchaser pursuant to Section 5.B.2, is a "Permitted Exception."
- 5. Effect of Termination. In the event of a termination pursuant to Section 5.B.2, neither party shall have any claim or obligation under this Agreement, except for those rights, liabilities, and obligations that expressly survive the termination of this Agreement.

C. Review of Environmental Assessments; Environmental Work.

- (i) Remediation Notice. If Purchaser determines through its review of an Environmental Assessment, that there exists within the Property a condition that (a) may require environmental clean-up, remediation, or (in the case of underground and above ground storage tanks (collectively, "Storage Tanks")) removal, and (b) may adversely affect Purchaser's intended redevelopment of the Property (an "Environmental Condition"), then, before the end of the Due Diligence Period, Purchaser may send Seller a written notice terminating this Agreement, in which event neither party shall have any further liability to the other.
- D. Purchaser's Right to Terminate. In addition to its termination rights pursuant to Section 5.B, not later than the last day of the Due Diligence Period (the "Approval Deadline"),

Purchaser may deliver to Seller a written notice stating that, based on the results of the Due Diligence Activities, the Property are not suitable for Purchaser's intended uses, as determined by Purchaser in its sole and absolute discretion, and that Purchaser has elected to terminate this Agreement ("Termination Notice").

E. Restoration. If a Due Diligence Activity damages the Parcel, and Purchaser does not acquire the Property, then Purchaser shall restore the Parcel to a condition that is substantially the same as its condition prior to the performance of such Due Diligence Activity.

Section 6. Representations and Warranties.

- A. Seller General Representations and Warranties. Seller, represents and warrants to Purchaser that, as of the date hereof and as of the date of Closing:
 - (i) Seller has not entered into any agreements or granted any options pursuant to which any third party has the right to acquire all or any portion of the Property or any interest therein;
 - there are not now and will not be at Closing, any leases, tenancies, licenses, concessions, franchises, options or rights of occupancy or purchase, service, maintenance, or other contracts that which will be binding upon Purchaser or the Property after the Closing other than the Lease, that certain lease between Seller and Greg Capocasa doing business as Mid Valley Glass and Service and that certain lease between Seller and Bonkoski Lawn Care, Inc. an Illinois corporation and guaranteed by John Bonkoski (collectively the "Seller Leases"), copies of which are attached hereto as Exhibit E;
 - (iii) except for the eminent domain complaint filed by Purchaser, the Property is not affected by or subject to: (a) any pending or, to the best of Seller's knowledge, threatened condemnation suits, or similar proceedings, (b) other pending or, to the best of Seller's knowledge, threatened claims, charges, complaints, petitions, or unsatisfied orders by or before any administrative agency or court, or (c) any pending or, to the best of Seller's knowledge, threatened claims, suits, actions, complaints, petitions, or unsatisfied orders by or in favor of any party whatsoever;
 - (iv) to the best of Seller's knowledge, there are no unrecorded easements, liens, or encumbrances affecting the Property;
 - (v) to the best of Seller's knowledge and except as disclosed in the Environmental Assessments there has not been (a) any use of the Property for the generation, storage or disposal of any (1) asbestos, (2) petroleum, (3) explosives, (4) radioactive materials, wastes or substances, or (5) any substance defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42. U.S.C. 9601, et seq., the Hazardous Materials Transportation Act (49 U.S.C. 1802), the Resource Conservation and Recovery Act (42 U.S.C. 6901), or in any other Applicable Law (as defined in 14.D.2) governing environmental matters ("Environmental Laws") (collectively, "Hazardous Materials"), and the use of the Property has been in

compliance with all Environmental Laws, (b) there are not any Hazardous Materials present on the Property; provided, however, that Seller states that during the history of Seller's ownership of the Property, gasoline was stored at the property for lawn care, (c) the Property is currently in compliance with all Environmental Laws; and (d) there are currently no Storage Tanks on the Property and any Storage Tanks formerly located on the Property were removed in compliance with all Environmental Laws;

- (vi) except as disclosed in Seller's Deliveries, Seller has received no written notice of (a) any pending or threatened action or proceeding arising out of the presence of Hazardous Materials on the Property or (b) any alleged violation of any Environmental Laws:
- (vii) Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986;
- (viii) Seller has the requisite power and authority to enter into and perform the terms of this Agreement and the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary trustee, executory, and individual action and authority, do not violate any agreement to which Seller is a party, and no other proceedings on Seller's part are necessary in order to permit Seller to consummate the transaction contemplated hereby; and
- (ix) Neither Seller nor any of its affiliates have (a) commenced a voluntary case, or had entered against them a petition, for relief under any applicable law relative to bankruptcy, insolvency, or other relief for debtors, (b) caused, suffered, or consented to the appointment of a receiver, trustee, administrator, conservator, liquidator, or similar official in any federal, state, or foreign judicial or non-judicial proceeding to hold, administer, and/or liquidate all or substantially all of their respective assets, (c) had filed against them any involuntary petition seeking relief under any applicable law relative to bankruptcy, insolvency, or other relief to debtors, or (d) made a general assignment for the benefit of creditors.

At Purchaser's request, the Seller, shall reconfirm all representations and warranties set forth in this Section 6 as true, accurate, and complete on and as of Closing. Notwithstanding anything to the contrary in this Section or this Agreement, any representations made by Seller herein are made to the best of Seller's knowledge with no duty to investigate. EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT OR ANY OTHER AGREEMENT OR INSTRUMENT EXECUTED AND DELIVERED IN CONNECTION WITH TRANSACTION CONTEMPLATED BYTHIS AGREEMENT, AND MORE SPECIFICALLY, WITH THE EXCEPTION OF SELLER'S REPRESENTATIONS AND WARRANTIES SET FORTH WITHIN THIS AGREEMENT, PURCHASER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT SELLER IS SELLING, AND PURCHASER IS PURCHASING, THE PROPERTY ON AN "AS IS WITH ALL FAULTS" BASIS, AND THAT, EXCEPT FOR SELLER'S REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS AGREEMENT OR IN ANY DOCUMENT DELIVERED AT CLOSING,

PURCHASER IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM SELLER, ITS EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, CONSULTANTS, CONTRACTORS, SUBCONTRACTORS OR BROKERS AS TO ANY MATTERS CONCERNING THE PROPERTY OR ANY OF THE IMPROVEMENTS, INCLUDING, WITHOUT LIMITATION, ANY INFORMATION CONTAINED IN ANY REPORT, PLAN OR OTHER WRITTEN MATERIAL GIVEN BY SELLER WITH RESPECT TO THE PROPERTY.

- B. Purchaser's Representations and Warranties. Purchaser, represents and warrants to Seller that, as of the date hereof and as of the date of Closing:
 - (i) Purchaser has the requisite power and authority to enter into and perform the terms of this Agreement and the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary trustee, executory, and individual action and authority, do not violate any agreement to which Purchaser is a party, and, subject to Section 14.F., no other proceedings on Purchaser's part are necessary in order to permit Purchaser to consummate the transaction contemplated hereby.

Purchaser's representations and warranties hereunder shall survive the Closing for six months.

C. Survival; Indemnification. Seller's representations and warranties shall survive Closing for six months starting at such time as Seller delivers possession of the Property to Purchaser under the Lease. If, and only if, Closing occurs, Seller agrees to indemnify, hold harmless, and defend Purchaser, from and against any and all claims, demands, losses, liens, costs, expenses (including reasonable attorneys' fees and court costs), damages, liabilities, judgments, or decrees of any kind or nature which, directly or indirectly, are caused by, result from, arise out of, or occur in any manner in connection with any material inaccuracy in Seller's representations or warranties contained herein.

Section 7. Covenants and Agreement.

- A. Seller's Covenants and Agreement. Seller covenants and agrees with Purchaser from the Effective Date until the Closing:
 - (i) Seller shall not make, enter into, grant, amend, extend, renew or grant any waiver or consent under any lease, tenancy, easement, license or other agreement allowing the use or occupancy of all or any portion of the Property, without Purchaser's prior written consent,
 - (ii) Seller shall not enter into or amend any contracts, agreements or undertakings that will be binding upon Purchaser or the Property, without Purchaser's prior written consent,
 - (iii) Seller shall not knowingly create, or knowingly allow the creation of, any encumbrance on the title of the Property, without Purchaser's prior written consent (except for any Permitted Exceptions),

- (iv) Seller shall not take any action, directly or indirectly, to encourage, initiate, or engage or participate in discussions or negotiations with any third party concerning a potential sale of all or any portion of, or any interest in, the Property,
- Seller shall promptly inform Purchaser of any developments which would cause any
 of its representations or warranties contained in this Agreement to be no longer
 materially accurate,
- (vi) Seller shall use commercially reasonable efforts to comply with all Applicable Laws materially affecting the Property, and pay taxes and mortgage payments on it as they become due.
- B. Purchaser's Covenant and Agreement. Purchaser covenants and agrees that it shall:
 - (i) After the Closing, and as part of Purchaser's redevelopment of the Property, place a plaque, not bigger that one foot by one foot ("Plaque") on any subsequent building built on the Property by the Purchaser, and while the Purchaser may take into account Seller's suggested information to be on the Plaque, it is in the Purchaser's sole discretion how the Plaque will ultimately read and look. This Plaque will be at Purchaser's sole cost and expense.

Section 8. Bulk Sales/Illinois Income Tax Withholding.

At least 20 days prior to the Closing, Purchaser shall, with Seller's full cooperation, notify the Illinois Department of Revenue (the "Department") and the Illinois Department of Employment Security ("IDES") of the intended sale of the Property and request the Department and IDES to make a determination as to whether Seller has an assessed, but unpaid, amount of tax, penalties, or interest under 35 ILCS 5/902(d) or 35 ILCS 120/5j or under the Section 2600 of the Illinois Unemployment Insurance Act (collectively the "Bulk Sale Act"). At or prior to the Closing, Seller shall cause to be delivered (whether by Seller directly or through the Department or IDES) to Seller evidence that the sale of the Property to Purchaser hereunder is not subject to. and does not subject Purchaser to liability under the Bulk Sale Act ("Release"), or, alternatively, such amount as may be required to be withheld from the proceeds due Seller at the Closing ("Stop Order"). Upon receipt of a Stop Order, Purchaser shall at the Closing deduct and withhold from the proceeds that are due Seller the amount necessary to comply with the Stop Order, provided that such amounts are deposited in escrow at Closing and released to Seller upon obtaining a release from the Department or otherwise satisfying any amounts due under the Bulk Sale Act. Seller shall indemnify, defend and hold harmless Purchaser, and its commissioners, officers, employees, agents, successors and assigns, harmless from any and all obligations, liabilities, claims, demands, losses, expenses, or damages arising from Seller's failure to (i) provide any required notice of its sale of the Property to the appropriate state, county, or municipal governmental authorities, (ii) pay any and all taxes and other amounts due in connection with its ownership, operation or sale of the Property except for any state or county transfer taxes, or (iii) otherwise comply with any bulk sales laws of the State of Illinois or Kane County. The foregoing indemnity shall survive the Closing Date.

Section 9. Conditions Precedent to Closing.

Purchaser's obligation to close is subject to each and all of the following conditions being satisfied by Seller, or waived in writing by Purchaser (the "Closing Contingencies"):

- (i) all of Seller's representations and warranties contained in this Agreement, must be materially true and correct on the date hereof and as of the Closing Date,
- (ii) Seller must have timely performed all of its obligations under this Agreement,
- (iii) all conditions precedent to Purchaser's obligation to close on the transaction contemplated in this Agreement must have been satisfied or waived as of the Closing Date,
- (iv) Seller must have delivered all items required to be delivered by Seller pursuant to Section 10.C, and
- (v) the Title Company has issued or is irrevocably committed to issue the Title Policy.

Purchaser may inspect the Property within forty-eight (48) hours prior to the Closing Date to determine whether the Closing Contingencies have been satisfied. If a Closing Contingency is not satisfied because of a default by Seller, Purchaser will have all of its rights under Section 14.E.1.

Section 10. Closing.

A. Conveyance and Possession. At Closing, Seller shall convey fee simple title to the Property to Purchaser by delivery of Seller's warranty trustees deed ("Seller's Deed") in recordable form conveying fee simple title to the Property, subject only to Permitted Exceptions. Seller shall deliver full and complete possession of the Property to Purchaser upon the expiration or earlier termination of the Lease. Seller shall deliver the Property to Purchaser in its as-is condition as of the Closing Date.

B. Time, Place; Closing Escrow.

- (i) <u>Time</u>. The Closing will occur (i) no later than the 30th day following the expiration of the Due Diligence Period; or (ii) on another date mutually agreed to in writing by the Parties (the "*Closing Date*").
- (ii) Place. The Closing will be at the office of the Title Company at 10 S.
 LaSalle St., Chicago, Illinois or 500 Skokie Blvd, Suite 290, Northbrook, Illinois. The Parties need not physically attend a Closing.
- (iii) <u>Closing Escrow</u>. On or before the Closing, Purchaser and Seller shall establish an escrow in the usual form of deed and money escrow agreement then in use by Title Company with such changes made as may be necessary to conform with the provisions of this Agreement (a "*Closing Escrow*"). The Closing will be a "New York" style closing.

- **C.** Seller Closing Deliveries. At the Closing, Seller shall deliver or cause to be delivered to Purchaser the following, in each case, fully executed (as applicable), in form and substance satisfactory to Purchaser:
 - (i) evidence reasonably satisfactory to the Title Company of the authority of Seller to consummate the Closing, to the extent such authority is not apparent in the documents recorded when Seller acquired title to the Property,
 - (ii) Seller's Deed and other instruments of transfer and conveyance transferring the Property, free of all liens other than the Permitted Exceptions including a Plat Act Affidavit or compliance with the Illinois Plat Act,
 - (iii) to the extent required by the Title Company, a "gap" undertaking in customary form and substance for the "gap" period" through the applicable Closing Date or the date of recording, as the case may be,
 - (iv) a current form of ALTA Statement in customary form and substance as required by the Title Company,
 - (v) a counterpart to the closing statement,
 - (vi) real estate transfer declarations or exemptions required by Applicable Laws,
 - (vii) all other documents, certificates, forms and agreements required by this Agreement or Applicable Law or customarily required by the Title Company, in order to close the transaction, including any instrument or assurance required for the Title Company to insure over Unpermitted Exceptions in such form, terms, conditions and amount as may be required by the Title Company,
 - (viii) a non-foreign affidavit sufficient in form and substance to relieve Purchaser of any and all withholding obligations under Section 1445 of the Internal Revenue Code,
 - (ix) a signed Lease in duplicate.
 - (x) an Affidavit of Title in a form acceptable to Purchaser,
 - (xi) a bill of sale (with general warranty of title) conveying to Purchaser any the personal property noted on Exhibit D,
 - (xii) Releases from the Department and IDES, pursuant to Section 8 to the extent received by Seller and if not received then Seller will provide a Stop Order and an escrow agreement, for the required funds to be held by the Title Company until a Release is issued, and
 - (xiii) a release of liens from all real estate brokers, finders and salespersons, if

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- any, with respect to this Agreement.
- (xiv) Termination of the Lease Agreement with Right of First Refusal dated December 16, 2013 between the Purchaser and Seller for the Donated Property
- (xv) Estoppel Letters from the tenants under the Seller Leases approved by Purchaser.
- (xvi) Assignment of Lease from Seller to Purchaser, as approved by Purchaser, and which provides the Seller will hold Purchaser harmless from any costs or attorney fees incurred by Purchaser should these tenants in the Seller Leases fail to vacate the Property as required.
- **D.** Purchaser's Closing Deliveries. At Closing, Purchaser shall deliver or cause to be delivered to Seller the following, in each case, fully executed (as applicable) and in form and substance reasonably satisfactory to Seller:
 - (i) the Purchase Price, subject to the credits and other adjustments contemplated herein,
 - (ii) a counterpart to the closing statement,
 - (iii) to the extent required by the Title Company, a "gap" undertaking in customary form and substance for the "gap" period" through the applicable Closing Date or the date of recording, as the case may be,
 - (iv) a current form of ALTA Statement in customary form and substance as required by the Title Company,
 - (v) real estate transfer declarations or exemptions required by Applicable Laws,
 - (vi) all other documents, certificates, forms and agreements required by this Agreement or Applicable Law or customarily required by the Title Company, in order to close the transaction,
 - (vii) Certified copies of the ordinances, and resolutions, associated with this Agreement, as required,
 - (viii) a signed Lease in duplicate, and
 - (ix) Releases from the Department and IDES, pursuant to Section 8 to the extent received by Purchaser.
- E. Closing Costs. At Closing, Seller shall pay Seller's attorneys' fees related to such Closing. Purchaser shall pay 100% of the following: (i) the Title Company's closing fees related to such Closing, (ii) 100% of the costs incurred in recording the Seller's Deed, and any other document required to be recorded by any entity providing funding to Purchaser, (iii) any costs

incurred in connection with Purchaser's Due Diligence Activities related to the Due Diligence Period, (iv) Purchaser's attorneys' fees related to such Closing, (v) the cost of the Title Policy and the all endorsements thereon, (vi) the cost of the Survey, and (vii) any and all state, county and municipality transfer taxes.

F. Prorations. All ad valorem, special tax roll, or other real estate taxes, charges, and assessments, including special assessments and special service area taxes, affecting the Property (collectively, "*Real Estate Taxes*") are currently the responsibility of the Purchaser to pay under the terms of a separate Lease between the Parties for another property and therefore no credit will be given by either party to the other. All water, sewer, and other utility charges, if any, shall be prorated as of Closing.

Section 11. Casualty: Condemnation. Promptly upon learning thereof, Seller shall give Purchaser written notice of any condemnation by an entity other than Purchaser, of the Property occurring prior to the Closing. If prior to the Closing all or a material portion of the Property is condemned, Purchaser shall have the option of either (i) applying the proceeds of any condemnation award toward the payment of the Purchase Price to the extent such condemnation awards have been received by Seller, and receiving an assignment from Seller of Seller's right, title and interest in any such awards or payments not theretofore received by Seller, or (ii) terminating this Agreement by delivering written notice of such termination to Seller within ten (10) business days after Purchaser has received written notice from Seller of such material condemnation. If, prior to the Closing, a portion of the Property is condemned and such portion is not a material portion of the Property, the proceeds of any condemnation award shall be applied toward the payment of the Purchase Price to the extent such condemnation awards have been received by Seller and Seller shall assign to Purchaser all of Seller's right, title and interest in any unpaid awards or payments. For purposes of this Section 11, the term "material portion" shall mean greater than ten percent (10%) of the value of the Property or an absence of reasonable access to the Property. If prior to Closing all or a material portion of the Property is damaged or destroyed by a casualty or for any reason, the Lease and the Seller Leases are terminated; and all rights in and to the Property by virtue of the Lease and the Seller Leases of the Seller and the tenants under the Seller Leases are terminated, and the Parties shall proceed with the Closing hereunder pursuant to and upon the terms of this Agreement except Possession of the entire Property will be delivered to Purchaser at Closing, unencumbered by any Lease.

Section 12. Brokers. Seller and Purchaser each represents and warrants to the other that it knows of no broker or other person or entity who has been instrumental in submitting or showing the Property to Purchaser. If any broker or other person asserts a claim against Purchaser for a broker's commission, finder's fee, or similar payment in connection with the transactions contemplated in this Agreement as a result of services alleged provided to Seller, then Seller shall indemnify and hold harmless the Purchaser from and against any damage, liability or expense, including costs and reasonable attorneys' fees that Purchaser incurs because of such claim. If any broker or other person asserts a claim against Seller for a broker's commission, finder's fee, or similar payment in connection with the transactions contemplated in this Agreement as a result of services alleged provided to Purchaser, then Purchaser shall indemnify and hold harmless the Purchaser from and against any damage, liability or expense, including costs and reasonable attorneys' fees that Purchaser incurs because of such claim.

Section 13. Patriot Act.

- A. **Definitions.** All capitalized words and phrases and all defined terms used in the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) ("*Patriot Act*") and in other statutes and all orders, rules and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001, and the USA FREEDOM Act dated June 2, 2015 are collectively referred to as the "Patriot Rules" and are incorporated into this Section.
- B. Representations and Warranties. Purchaser and Seller hereby represent and warrant, each to the other, that each and every "person" or "entity" affiliated with each respective party or that has an economic interest in each respective party or that has or will have an interest in the transaction contemplated by this Agreement or in any property that is the subject matter of this Agreement or will participate, in any manner whatsoever, in the purchase and sale of the Property is, to the best of Purchaser's or Seller's knowledge:
 - (i) not a "blocked" person listed in the Annex to Executive Order Nos. 12947, 13099 and 13224,
 - (ii) in full compliance with the requirements of the Patriot Rules and all other requirements contained in the rules and regulations of the Office of Foreign Assets Control, Department of the Treasury ("OFAC"),
 - (iii) operated under policies, procedures and practices, if any, that are in compliance with the Patriot Rules and available to each other for review and inspection during normal business hours and upon reasonable prior notice,
 - (iv) not in receipt of any notice from the Secretary of State or the Attorney General of the United States or any other department, agency or office of the United States claiming a violation or possible violation of the Patriot Rules,
 - (v) not listed as a Specially Designated Terrorist or as a blocked person on any lists maintained by the OFAC pursuant to the Patriot Rules or any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of the OFAC issued pursuant to the Patriot Rules or on any other list of terrorists or terrorist organizations maintained pursuant to the Patriot Rules,
 - (vi) not a person who has been determined by competent authority to be subject to any of the prohibitions contained in the Patriot Rules, and
 - (vii) not owned or controlled by or now acting and or will in the future act for or on behalf of any person or entity named in the Annex or any other list promulgated under the Patriot Rules or any other person who has been determined to be subject to the prohibitions contained in the Patriot Rules.

C. Mutual Notice; Termination. Each party covenants and agrees that in the event it receives any notice that it or any of its beneficial owners or affiliates or participants become listed on the Annex or any other list promulgated under the Patriot Rules or indicted, arraigned, or custodially detained on charges involving money laundering or predicate crimes to money laundering, the party that receives such notice shall immediately notify the other (the "Non-Blocked Party") and the effect of the issuance of a notice pursuant to the Patriot Rules is that the Non-Blocked Party may elect to either: (i) obtain permission from OFAC to proceed with the Closing, in which case, the Closing Date shall be delayed until such permission is obtained, or (ii) send written notice to the other party terminating this Agreement, in which event the Parties shall have no further rights or obligations under this Agreement, except for those rights, liabilities or obligations that survive a termination of this Agreement.

Section 14. General Provisions.

- A. **Integration; Modification**. This Agreement constitutes the entire agreement between the Parties pertaining to the Property and supersedes all prior agreements, understandings, and negotiations pertaining thereto. This Agreement may be modified only by a written amendment or other agreement that is lawfully approved and executed by the Parties.
- B. Further Actions. The Parties shall execute all documents and take all other actions consistent with this Agreement that are reasonably necessary to consummate the transactions contemplated in this Agreement.
- C. Confidentiality. The Parties shall keep all negotiations, information, and documents related to this Agreement (including without limitation any appraisals or financial information) (collectively, "Negotiation Information"), strictly confidential and shall not disclose (and shall cause its attorneys consultants, and agents not to disclose) Negotiation Information to any third party, without the other party's prior written consent, which consent may be granted or withheld. The obligations of this Section will survive Closing or the termination of this Agreement. Nothing in this Section will be deemed to prohibit disclosure of any information that is generally available to the public or is required to be disclosed pursuant to the Illinois Freedom of Information Act (140 ILCS 5/1 et seq.).

D. Interpretation.

- (i) <u>Presumption</u>. There is no presumption that this Agreement is to be construed for or against Seller or Purchaser, or either party as the principal author of the Agreement. Instead, this Agreement shall be interpreted in accordance with the general tenor of the language in an effort to reach the intended result.
- (ii) Compliance with Applicable Laws; Governing Law. In performing their obligations under this Agreement, the Parties shall comply will all applicable federal, state, and local statutes, regulations, requirements, ordinances, and other laws ("Applicable Laws"). The internal laws of the State of Illinois, without regard to its conflict of laws rules, shall govern the interpretation of this Agreement.

(iii) <u>Headings and Exhibits</u>. The Section headings in this Agreement are used as a matter of convenience and do not define, limit, construe or describe the scope or intent of the text within such headings. The following Exhibits attached hereto are incorporated herein as an integral part of this Agreement:

Exhibit A: Legal Description of Property

Exhibit B: Lease

Exhibit C: Title Commitment

Exhibit D: List of Personal Property

- (iv) Non-Waiver. Except as expressly provided in this Agreement, the mere failure by a party to insist upon the strict performance of any obligation of this Agreement or to exercise any right or remedy related to a default thereof shall not constitute a waiver of its rights. If a party waives a right under this Agreement, that waiver shall not be deemed a waiver of any other right.
- (v) <u>Severability</u>. If any provision of this Agreement is invalid or unenforceable against any party under certain circumstances, then this Agreement will be deemed to be amended by deleting such provision. This Agreement will be enforceable, as amended, to the fullest extent allowed by Applicable Laws and so long as the amendment does not result in a failure of consideration.
- (vi) <u>Time</u>. Time is of the essence in the performance of this Agreement. If any date upon which action is required under this Agreement is a Saturday, Sunday, or federal or State of Illinois holiday, the date will be extended to the first business day after such date that is not a Saturday, Sunday or federal or State of Illinois holiday.

E. Enforcement.

1. <u>Default</u>.

- a. Purchaser Default. If Purchaser fails to perform an obligation under this Agreement, and does not, within 5 days after receiving written notice from Seller of such failure, either (i) cure such failure or (i) if such failure cannot reasonably be cured within 5 days, commence and diligently pursue a cure for such failure, then Purchaser will be in default of this Agreement and Seller may terminate this Agreement as its sole and exclusive remedy.
- b. Seller Default. If (i) Seller fails to perform an obligation under this agreement or (ii) any representation or warranty made by Seller hereunder is untrue when made or becomes materially untrue as the result of an act or omission of Seller, and Seller does not, within 5 days after receiving written notice from Purchaser of such failure, either (i) cure such failure or take action to cause such representation or warranty to become materially true or (ii) if such failure cannot reasonably be cured within 5 days or if such action cannot reasonably be completed within 5 days, commence and diligently pursue a cure for such failure or such action, then Seller will be in default of this Agreement and Purchaser may (i) terminate this Agreement or (ii) pursue any other

remedy available at law or equity, including without limitation an action for specific performance. Without limiting Purchaser's rights under the preceding sentence, if (i) a representation or warranty made by Seller becomes materially untrue, but not as the result of an act or omission of Seller, or (ii) a Closing Contingency is not satisfied, then Purchaser may terminate this Agreement.

- 2. Successors and Assigns. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.
- 3. Prevailing Party Attorney Fees. In any litigation filed to enforce this Agreement, the prevailing Party will be entitled to recover from the other Party its reasonable attorney's fees, litigation expenses, and court costs at trial and on appeal that are incurred in such litigation.
- **4. Venue.** Venue for any litigation concerning the enforcement of this Agreement will be in the Circuit Court of Kane County, Illinois.

F. Execution of Agreement.

- 1. Board Approval Required.
- (a) Effectiveness; Irrevocable Offer. Purchaser acknowledges that (1) this Agreement is not effective until it is approved by Purchaser's Village Board in accordance with Applicable Laws and executed by the Purchaser's Village President, (2) by executing this Agreement and delivering it to Purchaser, Seller has made an offer to Purchaser to enter into this Agreement, (3) such offer may be accepted by the lawful approval of the Agreement by Purchaser's Village Board, and (4) that such offer is irrevocable until October 24, 2023.
- (b) Consideration. Seller acknowledges that Purchaser's good faith consideration of this Agreement and Seller's irrevocable offer, is adequate consideration for Seller's agreements in this Section.
- 2. Counterparts and Effectiveness. The Parties may execute this Agreement in multiple counterparts, all of which taken together will constitute a single Agreement binding on the Parties, notwithstanding that the Parties are not signatories to the same counterpart. This Agreement will be deemed fully executed, and effective as of the Effective Date, when each party has executed at least one counterpart. Any signature of a party to this Agreement that is sent by that party to the other party via a telefax transmission or via an email transmission in a PDF format shall be deemed a binding signature hereto. Each party shall deliver an original signature to the other party upon the other party's request.
- G. Notices. Notices under this Agreement must be delivered (i) personally, (ii) by overnight delivery by a nationally recognized courier service, or (iii) by email, with the notice also being sent personally, by overnight delivery as set forth above, or by regular U.S. mail. Notices

under this agreement must be sent to the following addresses or to such other or further addresses as a party may hereafter designate by notice:

To Seller: DeLoris Doederlein, trustee

of the DeLoris Doederlein Living Trust

525 Reese Ave.

East Dundee, IL 60118

With a copy to: Gary M. Vanek and Lindsay K. Sanchez

Vanek, Larson & Kolb 200 W. Main St. St. Charles IL 60174

gvanek@vlklawfirm.com lsanchez@vlklawfirm.com

To Buyer: Village of East Dundee

120 Barrington Avenue East Dundee, Illinois 60118

Attn: Erika Storlie, Village Administrator

Email: estorlie@eastdundee.net

With a copy to: Elrod Friedman LLP

325 N. LaSalle St. Suite 450 Chicago, Illinois 60654

Attn: Kelley A. Gandurski / Megan R. Cawley Email: Kelley.Gandurski@ElrodFriedman.com /

megan.cawley@ElrodFriedman.com

Any notice shall be deemed given upon actual receipt. Nothing in this Section will be deemed to invalidate a notice that is actually received, even if it is not given in strict accordance with this Section.

H. Time of Essence. Time is of the essence to this Agreement and to all dates and time periods set forth herein.

[SIGNATURE PAGE FOLLOWS]

The undersigned execute this Agreement on the dates next to their signatures and acknowledge that this Agreement will become effective as of the Effective Date.

SELLER:	PURCHASER:
DELORIS DOEDERLEIN AS TRUSTEE OF THE DELORIS DOEDERLEIN LIVING TRUST	VILLAGE OF EAST DUNDEE, an Illinois municipal corporation
By: Le Louis Toederlein Name: Deloris Doederlein,	By:
Trustee aforesaid	Name: Jeffrey Lynam
Date Seller executed: October 10, 2023	Title: Village President
	ATTEST:
	Ву:
	Name: Katherine Diehl
	Title: Village Clerk
	Date Purchaser executed:, 2023

EXHIBIT A

LEGAL DESCRIPTION OF PARCEL

(To be confirmed with the Title Company and Surveyor)

LOTS 1,2,3,4,5,6,7,8,9,10 AND 11 IN BLOCK 1 OF EDWARD'S ADDITION TO THE VILLAGE OF EAST DUNDEE, IN SECTION 23, TOWNSHIP 42 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN IN KANE COUNTY, ILLINOIS.

Commonly known as 110 Railroad St. East Dundee, IL. PIN 03-23-314-001-0000.

DONATED PARCEL which may be included on the Title Commitment and Survey but which will transfer pursuant to the terms of that Donation Letter Agreement between the Seller as Donor and the Purchaser as Donee dated October _____, 2023:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 23. TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTHERLY LINE OF RAILROAD STREET 22.5 FEET WESTERLY OF, MEASURED AT RIGHT ANGLES, THE CENTER LINE OF THE MAIN TRACK FO THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY AS NOW LOCATED AND ESTABLISHED, THENCE SOUTHERLY PARALLEL WITH THE CENTER LINE OF SAID MAIN TRACK TO THE CENTER LINE OF HILL STREET (FORMERLY SOUTH STREET); THENCE WESTERLY ALONG THE CENTER LINE OF SAID HILL STREET TO THE EASTERLY LINE, EXTENDED SOUTHERLY, OF BLOCK 1 OF EDWARD'S ADDITION TO DUNDEE; THENCE NORTHERLY ALONG THE EXTENSION OF AND THE EASTERN LINE OF SAID BLOCK 1 TO THE SOUTHERLY LINE OF SAID RAILROAD STREET; THENCE EASTERLY ALONG SAID SOUTHERLY LINE TO THE POINT OF BEGINNING, IN THE VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS.

Commonly known as Parking Lot and leased by Purchaser/Donee under that certain Lease Agreement with right of First Refusal dated December 16, 2013 between the Village of East Dundee as the Village/ tenant and DeLoris Doederlein as the Owner/landlord

PIN: 03-23-314-007-0000.

EXHIBIT B

PROPOSED LEASE

INDUSTRIAL BUILDING LEASE

LEASE AGREEMENT BY AND BETWEEN

VILLAGE OF EAST DUNDEE, ILLINOIS ("Landlord")

and

DELORIS DOEDERLEIN ("Tenant")

For

110 RAILROAD ST. EAST DUNDEE, ILLINOIS ("Premises")

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- 3. Tenant's Use of Premises
- 4. Fixed Annual Rent, Additional Rent and Other Sums to be Paid by Tenant
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INDUSTRIAL BUILDING LEASE

This Lease Agreement made

60118, referred to in this Lease as "Landlord",

property, and not the adjacent parking lot.

business day prior notice to Tenant.

-and-
DeLoris Doederlein, having an office at 110 Railroad St. East Dundee, Illinois 60118 referred to in this Lease as "Tenant."
1. <u>Leased Premises</u> . Landlord Leases to Tenant and Tenant hires from Landlord, in accordance with the provisions of this Lease, the land, together with the building and improvements thereon, located at 110 Railroad St. East Dundee, Illinois more particularly described in Schedule A annexed to and made part of this Lease; the land, building and improvements being referred to in this Lease as the "Premises." This Lease is made subject to such facts as an accurate survey may disclose, easements, rights of way and restrictions of record.
2. <u>Term.</u> The term of this Lease shall be for eighteen months (18) months, commencing and ending midnight,
3. <u>Tenant's Use of the Premises</u> .
(a) <u>Use by Tenant and Certificate of Occupancy</u> . Tenant shall use and occupy the Premises for storage of existing equipment on the Premises and as Tenant's personal office while she is disposing of the property, equipment and tools of the former lumberyard business formerly located on the Premises. Tenant has subleased to two existing tenants Greg Capocasa, an individual and doing business as Mid Valley Glass & Service and Bonkoski Lawn Care, Inc, an Illinois corporation whose subleases are attached as Exhibit C (jointly and individually "Subtenants") but shall not have the ability to sublease to any new tenants.
(b) <u>Prohibited Use</u> . Tenant shall not occupy nor use all or any part of the Premises nor permit or suffer the Premises to be occupied or used for any purpose other than as provided for in this Lease, nor for any unlawful or disreputable purpose, nor for any extra hazardous purpose on account

an Illinois municipal corporation, having an office at 120 Barrington Avenue, East Dundee, Illinois

2023, between Village of East Dundee,

4. Fixed Annual Rent, Additional Rent and Other Sums to be Paid by Tenant.

diligence related to Landlord's redevelopment of the Premises. Access shall be granted with one

of fire or other casualty, nor for any commercial purposes. This lease is only for the former lumberyard

Landlord's access: Landlord shall have access to the Premises to conduct due

(a) <u>Fixed Annual Rent.</u> During the Lease term, Tenant shall pay Landlord the fixed annual rent payable in twelve (12) equal consecutive monthly installments with annual increases for the following annual and monthly amounts as follows:

Period		Annual Base Rent	Monthly Base Rent
, 2023-	, 202	18.00	1.00

on the first day of each month, in advance, with the exception that the first monthly installment of fixed annual rent shall be paid upon execution and delivery of this Lease, the receipt of which is acknowledged by Landlord, subject to collection. Notwithstanding anything to the contrary herein, Tenant shall have the right to prepay all rent due under this Lease at the commencement of the Lease at Tenant's discretion.

- (b) <u>Real Estate Taxes.</u> Landlord will pay all annual real estate taxes and assessments assessed and levied against the Premises ("Real Estate Taxes") when due.
- (c) <u>Additional Rent Based Upon Other Sums</u>. Tenant shall pay Landlord, as additional rent, all other sums of money on Tenant's part to be paid pursuant to the terms, covenants and conditions of this Lease.
- (d) Additional Rent Based Upon Reimbursement to Landlord. If Tenant shall fail to comply with or to perform any of the terms, conditions and covenants of this Lease, Landlord may (but with no obligation to do so) carry out and perform such terms, conditions and covenants, at the expense of Tenant, which expense shall be payable by Tenant, as additional rent, upon the demand of Landlord, together with interest at the prime rate per annum of Chase Bank (or its successor), plus two (2%) percent (the "Prime Rate"), which interest shall accrue from the date of Landlord's demand.
- (e) Additional Rent Based Upon Late Payment. If Tenant defaults, for more than five (5) days in the payment of any monthly installment of fixed annual rent, additional rent or any of the sums required of Tenant under the Lease, or if Tenant, within five (5) days after demand from Landlord, fails to reimburse Landlord for any expenses incurred by Landlord pursuant to the Lease, together with interest, then Tenant shall pay Landlord, as additional rent, a late charge of five (5%) percent of the rent or expense.
- As additional rent, Tenant shall pay Landlord, all reasonable attorneys' fees that may be incurred by Landlord in enforcing Tenant's obligations under this Lease; provided, however, that in the event Landlord commences a suit against Tenant to enforce Tenant's obligations under this Lease, and such suit is tried to conclusion and judgment is entered in favor of Tenant, then in that event Tenant shall not be under any obligation to pay Landlord the attorneys' fees that Landlord may have incurred.
- (g) Additional Rent Based Upon Taxes Based on Rent. If at any time during the term of this Lease a tax or charge shall be imposed by the State of Illinois or the county or municipality in which the Premises is located, pursuant to any future law, which tax or charge shall be based upon the rent due or paid by Tenant to Landlord, then Tenant shall pay Landlord, as additional rent, such tax or charge. The foregoing shall not require payment by Tenant of any income taxes assessed against

Landlord or of any capital levy, franchise, estate, succession, inheritance or transfer tax due from Landlord.

(i) Net Lease, No Setoff and Application.

- (i) <u>Net Lease</u>. It is the intention of the parties that this Lease is a "triple net lease" except as it relates to Real Estate Taxes, and Landlord shall receive the fixed annual rent, additional rent and other sums required of Tenant under the Lease, undiminished from all costs, expenses and obligations of every kind relating to the Premises, which shall arise or become due during the Lease term, all of which shall be paid by Tenant.
- (ii) <u>No Setoff.</u> Tenant shall pay Landlord all fixed annual rent, additional rent and other sums required of Tenant under the Lease, without abatement, deduction or setoff, and irrespective of any claim Tenant may have against Landlord; and this covenant shall be deemed independent of any other terms, conditions or covenants of this Lease.
- (iii) Application. No payment by Tenant or receipt by Landlord of an amount less than the full fixed annual rent, additional rent, or other sums required of Tenant under the Lease, shall be deemed anything other than a payment on account of the earliest fixed annual rent, additional rent, or other sum due from Tenant under the Lease. No endorsements or statements on any check or any letter accompanying any check or payment of fixed annual rent, additional rent, or other sum due from Tenant under the Lease, shall be deemed an accord and satisfaction of Landlord. Landlord may accept any check for payment from Tenant without prejudice to Landlord's right to recover the balance of fixed annual rent, additional rent, or other sum due from Tenant under the Lease, or to pursue any other right or remedy provided under this Lease or by Requirements.
- (j) <u>Place of Payment of Rent</u>. The fixed annual rent, additional rent and other sums required of Tenant under this Lease, shall be paid by Tenant to Landlord at 120 Barrington Ave, East Dundee, Illinois 60118 or to such other place as Landlord may notify Tenant.
- (k) <u>Rent Reserved.</u> The total rent reserved under this Lease is \$18.00 Dollars, plus all additional rent and other sums referred to in this Lease and due through the expiration date of this Lease.

5. <u>Condition, Repair, Replacement and Maintenance of the Premises.</u>

(a) <u>Condition of the Premises</u>. Tenant acknowledges examining the Premises prior to the commencement of the Lease term, that Tenant is fully familiar with the condition of the Premises and that Tenant accepts the Premises "As-Is." Tenant enters into the Lease without any representations or warranties on the part of Landlord, express or implied, as to the condition of the Premises, including, but not limited to, the cost of operations and the condition of its fixtures, improvements and systems.

(b) <u>Tenant 's Obligations</u>.

(i) <u>Tenant 's Maintenance</u>. Tenant shall, at Tenant's own expense, maintain, keep in good condition, repair and make replacements, foreseen and unforeseen, ordinary and

extraordinary, structural and non-structural, to the exterior of the building on the Premises (including, but not limited to, the roof, roof system, windows and doors) and interior of the building on the Premises (including, but not limited to, the plumbing system, the sprinkler system, if any, the heating system, the air conditioning system, if any, the electric system and any other system of the building on the Premises), and the driveways, parking areas, shrubbery and lawn, on the Premises, and at the expiration or other sooner termination of the Lease term, deliver them up in good order and condition and broom clean.

- (ii) <u>Damage Caused by Tenant</u>. Notwithstanding any contrary provisions set forth in this Lease, any damage to the Premises, including, but not limited to, the building or its systems, or the improvements, caused by Tenant or a "Tenant Representative" (as defined below), shall be promptly repaired or replaced to its former condition by Tenant, as required by Landlord, at Tenant's own expense. The term "Tenant Representative" shall mean any shareholder, officer, director, member, partner, employee, agent, licensee, assignee, Subtenant or invitee of Tenant, or any third party other than Landlord.
- (iii) <u>Tenant to Keep Premises Clean</u>. In addition to the foregoing, and not in limitation of it, Tenant shall also, at Tenant's own expense, undertake all replacement of all plate glass and light bulbs, florescent tubes and ballasts, and decorating, redecorating and cleaning of the interior of the Premises, and shall keep and maintain the Premises in a clean condition, free from debris, trash, refuse, snow and ice. The exception to this shall be the items set to be discarded by tenant subject to Section 31 below.
- (iv) <u>Tenant's Negative Covenants</u>. Tenant shall not injure, deface, permit waste nor otherwise harm any part of the Premises, permit any nuisance at the Premises, permit the emission of any objectionable noise or odor from the Premises, place a load on the floor on the Premises exceeding the floor load per square foot the floor was designed to carry, or install, operate or maintain any electrical equipment in the Premises that shall not bear an underwriter's approval..

6. Insurance.

- (a) <u>Insurance Coverage</u>. Tenant shall, during the lease term, at Tenant's own expense, obtain and keep in force, the following insurance as outlined below and will cause the Subtenants to carry the insurance as addressed in Exhibit B attached hereto and made a part hereof and known as the Insurance Requirements for Subtenants:
- (b) <u>Insurance Requirements</u>. All policies shall be taken out with insurers that are acceptable to Landlord and in form satisfactory to Landlord. Tenant agrees that certificates of insurance, or, if required by Landlord or the mortgagees of Landlord, certified copies of each such insurance policy, will be delivered to Landlord as soon as practicable after the placing of the required insurance. Tenant shall, contemporaneously with the execution of this Lease, provide Landlord with a certificate of insurance as written evidence of the insurance in force, and renewals thereof shall be delivered to Landlord at least thirty (30) days prior to the expiration of the respective policy terms. All policies shall contain an undertaking by the insurers to notify Landlord and the mortgagees of Landlord in writing not less than thirty (30) days before any material change, reduction in coverage, cancellation, or other termination thereof.

Required limits:

Commercial General Liability:

Coverage should include premises operations, products and completed operations, broad form property damage, contractual liability, independent contractors, and personal and advertising injury with minimum limits of \$1,000,000 limit per occurrence for bodily injury and property damage; \$2,000,000 aggregate. The policy shall include the Village of East Dundee and its subsidiaries, affiliates, officers, directors and employees as additional insureds. The coverage provided by the additional insured endorsement shall be primary without right of contribution by any coverage carried by the Village of East Dundee and its subsidiaries, affiliates, officers, directors and employees. The policy shall include a waiver of subrogation endorsement in favor of the Village of East Dundee and its subsidiaries. The policy shall contain a severability of interest clause for all additional insureds with no cross suits liability exclusion. Coverage shall not contain an exclusion for bodily injury or property damage after work is completed or is put to its intended use.

Umbrella Liability:

Coverage excess of general liability in an amount of at least \$1,000,000 per occurrence with defense outside the limit.

Conditions Applying to All Coverages:

Any deductibles must be declared to and approved by the Village of East Dundee. Any changes to the coverages required must be authorized in advance by the Village of East Dundee and be documented in writing. The certificate shall provide that 30 days prior written notice of cancellation be given to the Village of East Dundee and its subsidiaries. Certificates for renewal policies must be issued 10 days prior to the renewal date. All liability policies for injury and property damage shall be issued on the "occurrence" form. All coverages must be in a company approved to do business in the state and carrying a rating of at least A- VII by A.M. Best's. Coverages for Subtenants must have a carrier rating of at least A- VII by A.M. Best's.

Tenant shall be responsible for assuring that all Subtenants are properly insured and maintain the same coverages, terms, and conditions as required by this agreement. The Village of East Dundee reserves the right to increase or expand these requirements when it deems prudent. Subtenant's property (auto, contents, tools, equipment and stock), are their own responsibility and not the responsibility of the Village for theft, destruction or fire.

7. Compliance with Laws and Insurance Requirements.

(a) General Compliance with Laws and Requirements. Tenant shall, at Tenant's own expense, promptly comply with: (i) each and every federal, State of Illinois, county and municipal statute, ordinance, code, rule, regulation, order, directive or requirement, currently or hereafter existing,

including, but not limited to, the Americans with Disabilities Act of 1990 and all environmental laws, together with all amending and successor federal, State of Illinois, county and municipal statutes, ordinances, codes, rules, regulations, orders, directives or requirements, and the common law, regardless of whether such laws are foreseen or unforeseen, ordinary or extraordinary, applicable to the Premises, Tenant, Tenant's use of or operations at the Premises, or all of them, (the "Requirements"); (ii) the requirements of any regulatory insurance body; or (iii) the requirements of any insurance carrier insuring the Premises; regardless of whether compliance (X) results from any condition, event or circumstance existing on or after the commencement of the Lease term; (Y) interferes with Tenant's use or enjoyment of the Premises; or (Z) requires structural or non-structural repairs or replacements. The failure to mention any specific statute, ordinance, rule, code, regulation, order, directive or requirement shall not be construed to mean that Tenant was not intended to comply with such statute, ordinance, rule, code, regulation, order, directive or requirement.

(b) Environmental Law.

- (i) <u>Transaction Triggered Environmental Law.</u> Tenant shall, at Tenant's own expense, comply with any transaction triggered environmental law (including, without limitation, a law whose applicability is triggered upon sale of the Premises, a cessation of operations at the Premises, a corporate reorganization, or other commercial transaction), the regulations promulgated thereunder, and any amending and successor legislation and regulations now or hereafter existing in the state (the "Cleanup Law"). Tenant shall, at Tenant's own expense, make all submissions to, provide all information to and comply with all requirements of, the applicable state environmental protection or conservation agency enforcing the Cleanup Law. Tenant's obligations under this subparagraph shall arise if any action or omission by Landlord or Tenant triggers the applicability of the Cleanup Law.
- (ii) <u>Information to Landlord</u>. At no expense to Landlord, Tenant shall promptly provide all information and sign all documents requested by Landlord with respect to compliance with Requirements; however, this shall not in any way be deemed to impose upon Landlord any obligation to comply with any Requirements.
- (iii) <u>Landlord Audit</u>. Tenant shall permit Landlord and its representatives access to the Premises, from time to time, to conduct an environmental assessment, investigation and sampling of the Premises, at Landlord's expense.
- (iv) <u>Tenant Audit</u>. Landlord shall have the right, from time to time, during the Lease term, and upon the expiration or sooner termination of the Lease term, to require that Tenant hire, and in such event Tenant shall, at Tenant's own expense, hire an environmental consultant satisfactory to Landlord to undertake sampling at the Premises sufficient to determine whether "Contaminants" (as defined below) have been "Discharged" (as defined below) during the Lease term.
- (v) No Installation of Tanks. Tenant shall not install any underground or above ground storage tanks ("Tanks") at the Premises without the prior written consent of Landlord, and upon demand of Landlord, shall, prior to the expiration or sooner termination of the Lease term, remove, at Tenant's own expense, all Tanks installed at the Premises during the Lease term, and in so doing, Tenant shall comply with all closure requirements and other requirements of Requirements.

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- Tenant Remediation. Should any assessment, investigation or sampling (vi) reveal the existence of any Contaminants in, on, under, or about, or migrating from or onto the Premises as a result of a Discharge during the Lease term, then, in addition to such event constituting an Event of Default under this Lease, and Landlord having all rights available to Landlord under this Lease and by law by reason of such Event of Default, Tenant shall, at Tenant's own expense, in accordance with all Requirements, undertake all action required by Landlord and any "Governmental Authority" (as defined below), including, but not limited to, promptly obtaining and delivering to Landlord an unconditional written determination by the applicable environmental protection or conservation agency that there are no Discharged Contaminants present at the Premises or at any other site to which a Discharge originating at the Premises migrated, or that any Discharged Contaminants present at the Premises or that have migrated from the Premises, have been remediated in accordance with all applicable requirements ("No Further Action Letter"). In no event shall any of Tenant's remedial action involve engineering or institutional controls, a groundwater classification exception area or well restriction area. Promptly upon completion of all required investigatory and remedial activities, Tenant shall, at Tenant's own expense, and to Landlord's satisfaction, restore the affected areas of the Premises from any damage or condition caused by the investigatory or remedial work.
- (vii) Hold-Over Tenancy. If prior to the expiration or earlier termination of the Lease term, Tenant fails to remediate all Contaminants pursuant to subparagraph (vi) above, and deliver to Landlord an unconditional No Further Action Letter (the "Environmental Clearance"); then upon the expiration or earlier termination of the Lease term, Landlord shall have the option either to consider the Lease as having ended or treat Tenant as a hold-over tenant in possession of the Premises. If Landlord considers the Lease as having ended, then Tenant shall nevertheless be obligated to promptly obtain and deliver to Landlord the Environmental Clearance, and otherwise fulfill all of the obligations of Tenant set forth in this paragraph 7. If Landlord treats Tenant as a hold-over tenant in possession of the Premises, then Tenant shall pay, monthly to Landlord, on the first day of each month, in advance, double the fixed annual rent that Tenant would otherwise have paid under the Lease and \$500.00 per day, until such time as Tenant delivers to Landlord the Environmental Clearance, and otherwise fulfills its obligations to Landlord under this paragraph 7, and during the hold-over period, all other terms of this Lease shall remain in full force and effect.
- (viii) <u>Permits</u>. Tenant shall not commence or alter any operations at the Premises prior to: (A) obtaining all permits, registrations, licenses, certificates and approvals from all Governmental Authorities required pursuant to any Requirements; and (B) delivering a copy of each permit, registration, license, certificate and approval to Landlord, together with a copy of the application upon which such permit, registration, license, certificate and approval is based.
- (ix) Environmental Documents. The term "Environmental Documents" shall mean all environmental documentation concerning the Premises, or its environs, in the possession or under the control of Tenant, including but not limited to, plans, reports, correspondence and submissions. During the term of this Lease, and subsequently, promptly upon receipt by Tenant or a Tenant Representative, Tenant shall deliver to Landlord all Environmental Documents concerning or generated by or on behalf of Tenant with respect to the Premises, whether during or after the Lease term, and whether currently or hereafter existing. In addition, Tenant shall promptly notify Landlord of any

environmental condition of which Tenant has knowledge, which may exist in, on, under or about, or may be migrating from or onto the Premises.

- (x) Attendance at Meetings. Tenant shall notify Landlord in advance of all meetings scheduled between Tenant or Tenant's Representatives and any Governmental Authority pertaining to the Premises, and Landlord and Landlord's agents, representatives and employees, including, but not limited to, legal counsel and environmental consultants and engineers, shall have the right, without the obligation, to attend and participate in all such meetings.
- (xi) <u>Landlord's Right to Perform Tenant's Obligations</u>. Notwithstanding anything to the contrary set forth in this Lease, in the event, pursuant to this Lease, Tenant is required to undertake any sampling, assessment, investigation or remediation with respect to the Premises, then, at Landlord's discretion, Landlord shall have the right (but without any obligation to do so), upon notice to Tenant, from time to time, to perform such activities at Tenant's expense, and all sums incurred by Landlord shall be paid by Tenant, as additional rent, upon demand, together with interest at the Prime Rate, accruing from the date of Landlord's demand.

(xii) Interpretation and Definitions.

- (A) <u>Interpretation</u>. The obligations imposed upon Tenant under this subparagraph (b) are in addition to and are not intended to limit, but to expand upon, the obligations imposed upon Tenant under subparagraph (a).
- (B) Contaminants. The term "Contaminants" shall include, without limitation, any regulated substance, toxic substance, hazardous substance, hazardous waste, pollution, pollutant or contaminant, as defined or referred to in the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §6901 et seq.; the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §9601 et seq.; the Water Pollution and Control Act, 33 U.S.C. §1251 et seq.; analogous state laws; together with any amendments thereto, regulations promulgated thereunder and all substitutions thereof, as well as words of similar purport or meaning referred to in any other federal, State of Illinois, county or municipal environmental statute, ordinance, code, rule, regulation, order, directive or requirement, including, without limitation, radon, asbestos, polychlorinated biphenyls, urea formaldehyde and petroleum products and petroleum based derivatives. Where a statute, ordinance, code, rule, regulation, order, directive or requirement defines any of these terms more broadly than another, the broader definition shall apply.
- (C) <u>Discharge</u>. The term "Discharge" shall mean the releasing, spilling, leaking, leaching, disposing, pumping, pouring, emitting, emptying or dumping of Contaminants at, into, onto or migrating from or onto the Premises, regardless of whether the result of an intentional or unintentional action or omission.
- (D) <u>Governmental Authority/Governmental Authorities</u>. The term "Governmental Authority" or "Governmental Authorities" shall mean the federal, State of Illinois, county or municipal government, or any department, agency, bureau or other similar type body obtaining authority therefrom, or created pursuant to any Requirements.

- (c) <u>Sanctions Representation by Tenant</u>. Tenant hereby represents and warrants that to the best of Tenant's knowledge, neither Tenant, nor any persons or entities holding any legal or beneficial interest whatsoever in Tenant, are (i) the target of any sanctions program that is established by Executive Order of the President or published by the Office of Foreign Assets Control, U.S. Department of the Treasury ("OFAC"); (ii) designated by the President or OFAC pursuant to the Trading with the Enemy Act, 50 U.S.C. App. § 5, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06, the Patriot Act, Public Law 107-56, Executive Order 13224 (September 23, 2001) or any Executive Order of the President issued pursuant to such statues or similar statutes, or (iii) named on the following list that is published by OFAC: "List of Specially Designated Nationals and Blocked Persons." If the foregoing representation is untrue at any time during the Lease Term, an Event of Default will be deemed to have occurred.
- (d) <u>Survival</u>. This paragraph 7 shall survive the expiration or earlier termination of this Lease. Without limiting any other remedy available to Landlord under this Lease or by Requirements, Tenant's failure to abide by the terms of this paragraph 7 shall be restrainable or enforceable, as the case may be, by injunction.
- 8. Alterations, Additions and Improvements. No alterations, additions or improvements shall be made by Tenant to the building and improvements on the Premises, nor to any air conditioning system, heating system, plumbing system, electrical system, nor shall antennas or fixtures be installed in or on the building or improvements to the Premises, without the prior written consent of Landlord, which consent may be granted or withheld by Landlord, in Landlord's sole and absolute discretion. All alterations, additions or improvements and systems installed in or attached to the Premises by Tenant shall, at the option of Landlord, upon the expiration or earlier termination of the Lease, belong to and become the property of Landlord without any payment from Landlord and if such option is exercised, shall be surrendered by Tenant in good order and condition as part of the Premises upon the expiration or sooner termination of the Lease term. Tenant shall not use or penetrate the roof of the building on the Premises for any purpose whatsoever without the prior written consent of Landlord, which consent may be granted or withheld by Landlord, in Landlord's sole and absolute discretion. All alterations, additions or improvements consented to by Landlord shall be performed by Tenant in a good and workmanlike manner, in compliance with all Requirements.

9. Fire and Other Casualty Affecting the Premises.

(a) Notice of Casualty by Tenant. If the improvements situated upon the Premises shall be damaged or destroyed by any peril, including, but not limited to, fire, wind storm or other casualty (each such occurrence, a "Casualty"), at any time, whether covered by insurance to be provided by Tenant under this Lease, or not, Tenant shall give prompt notice thereof to Landlord and this Lease shall be immediately terminated.

10. Assignment and Subletting.

(a) <u>Landlord's Consent Required</u>. Tenant shall not voluntarily or by operation of law assign, sublet, mortgage or otherwise transfer or encumber all or any part of Tenant's interest in this Lease or in the Premises without Landlord's prior written consent, which consent will not be

unreasonably withheld provided such assignment or sublease is for the same use as defined in Section 3 of this Lease and are registered businesses by the Village of East Dundee, Illinois and such assignee or subtenant will, in addition to the Tenant's insurance obligation, carry insurance in compliance with paragraph 6 of this Lease and such assignee or subtenant will agree to comply with all the terms of this Lease, including but not limited to the insurance, indemnity, inspection and limits on Landlord's Liability in this Lease. Any attempted assignment, subletting, mortgage, transfer or encumbrance without such consent shall be void as against Landlord, and shall constitute an Event of Default by Tenant under this Lease. Any sale of ownership rights in Tenant shall be deemed an assignment in violation of this Lease. Notwithstanding anything to the contrary herein, Landlord acknowledges Tenant has subleased portions of the Premises to two Subtenants known as Greg Capocasa, and individual and doing business as Mid Valley Glass & Service and Bonkoski Lawn Care, Inc, an Illinois corporation ("Tenant's Leases") subleasing portions of the Premises pursuant to the subleases attached hereto as Exhibit C. The Tenant has assigned the Tenant Leases to Landlord but Tenant retains all the responsibilities as Landlord and Tenant agrees it will reimburse Landlord for any costs, expenses, fees including reasonable attorney fees Landlord incurs in the event the Subtenants, one or both, do not vacate their leased premises at the expiration or earlier termination of the Lease.

- (b) No Release of Tenant. Regardless of Landlord's consent or the need under subparagraph (a) to obtain Landlord's consent, no assignment or subletting shall release Tenant from this Lease. Acceptance of fixed annual rent and additional rent from any other person shall not be deemed a waiver by Landlord of any provision of this Lease. Consent to one assignment or subletting shall not be deemed a consent to any subsequent assignment or subletting. In the event of a consent by Landlord to an assignment or subletting, Tenant shall deliver to Landlord a duplicate original of the assignment by Tenant and assumption by Tenant's assignee of Tenant's obligations under this Lease, or a duplicate original of the sublease, as the case may be.
- (c) <u>Participation by Landlord</u>. Tenant shall supply Landlord with a true copy of each assignment or sublease, and in the case of the former, an originally executed assumption by the assignee of all of Tenant's obligations under this Lease.
- 11. Landlord's Right to Inspect and Repair. Landlord or Landlord's agents, employees or representatives, shall have the right to enter into and upon all or any part of the Premises during the Lease term at all reasonable hours, for the purpose of: (a) examination; (b) determination whether Tenant is in compliance with its obligations under this Lease; or (c) making repairs, alterations, additions or improvements to the Premises, as may be necessary by reason of Tenant's failure to make same after notice to Tenant to do so, except in an emergency. This paragraph shall not be deemed nor construed to create an obligation on the part of Landlord to make any inspection of the Premises or to make any repairs, alterations, additions or improvements to the Premises for its safety or preservation. It is specifically agreed that Landlord may inspect the Premises at any time, upon one days' prior notice to Tenant, for purposes of its due diligence for the Landlord's planned redevelopment of the Premises.
- 12. <u>Landlord's Right to Exhibit Premises</u>. Landlord or Landlord's agents, employees or representatives shall have the right to show the Premises during the Lease term in furtherance of the redevelopment of the property.

- 13. Signs. Tenant shall not cause any signs to be placed at the Premises, except of a design and structure and at such places as Landlord shall consent to in writing prior to the installation. If Landlord or Landlord's agents, employees or other representatives wish to remove any such signs in order to make any repairs, alterations, additions or improvements to the Premises, such signs may be removed, but shall be replaced, at Tenant's expense, when the repairs, additions, alterations or improvements shall be completed; however, such provision shall not create an obligation on the part of Landlord to make any repairs, alterations, additions or improvements to the Premises. All signs of Tenant at the Premises shall conform with all municipal ordinances or other laws and regulations applicable to such signs.
- 14. Landlord not Liable. Landlord shall not be liable for any damage or injury to any person or any property as a consequence of the failure, breakage, leakage or obstruction of water, well, plumbing, septic tank, sewer, waste or soil pipes, roof, drains, leaders, gutters, down spouts or the like, or of the electrical system, gas system, air conditioning system or other system, or by reason of the elements, or resulting from any act or failure to act on the part of Landlord, or Landlord's agents, employees, invitees or representatives, assignees or successors, or attributable to any interference with, interruption of or failure beyond the control of Landlord.
- 15. Force Majeure. Whenever a period of time is herein prescribed for the taking of any action by Landlord, Landlord shall not be liable or responsible for, and there shall be excluded from the computation of such period of time, any delays due to strikes, lockouts, riots, acts of God, shortages of labor or materials, war, civil commotion, fire or other casualty, catastrophic weather conditions, a court order that causes a delay, governmental laws, regulations, or restrictions, or any other cause whatsoever beyond the control of Landlord (any of the foregoing being referred to an "Unavoidable Delay"). Landlord shall use reasonable efforts to notify Tenant not later than ten (10) business days after Landlord knows of the occurrence of an Unavoidable Delay; provided, however, that Landlord's failure to notify Tenant of the occurrence of an event constituting an Unavoidable Delay shall not alter, detract from, or negate its character as an Unavoidable Delay or otherwise result in the loss of any benefit or right granted to Landlord under this Lease.
- 16. Indemnification and Waiver of Liability. Neither Landlord nor Landlord's Indemnitees shall be liable for and Tenant shall indemnify and save harmless Landlord and Landlord's Indemnitees from and against any and all liabilities, damages, claims, suits, costs (including costs of suit, attorneys' fees and costs of investigation) and actions of any kind, foreseen or unforeseen, arising or alleged to arise by reason of injury to or death of any person or damage to or loss of property, occurring on, in, or about the Premises, or by reason of any other claim whatsoever of any person or party, occasioned, directly or indirectly, wholly or partly: (a) by any act or omission on the part of Tenant or any Tenant Representative; (b) by any breach, violation or non-performance of any covenant of Tenant under this Lease; or (c) by a Discharge of Contaminants during the Lease term; regardless of whether such liability. claim, suit, cost, injury, death or damage arises from or is attributable to the concurrent negligence. willful misconduct or gross negligence of Landlord or any Landlord Indemnitee. If any action or proceeding shall be brought by or against Landlord or any Landlord Indemnitee in connection with any such liability, claim, suit, cost, injury, death or damage, Tenant, on notice from Landlord or any Landlord Indemnitee, shall defend such action or proceeding, at Tenant's expense, by or through attorneys reasonably satisfactory to Landlord or the Landlord Indemnitee. The provisions of this

paragraph shall apply to all activities of Tenant or any Tenant Representative with respect to the Premises, whether occurring before or after execution of this Lease. Tenant's obligations under this paragraph shall not be limited to the coverage of insurance maintained or required to be maintained by Tenant under this Lease. Neither Landlord nor any Landlord Indemnitee shall be liable in any manner to Tenant or any Tenant Representative for any injury to or death of persons or for any loss of or damage to property, regardless of whether such loss or damage is occasioned by casualty, theft or any other cause of whatsoever nature, including loss or damage caused solely by the negligent, willful misconduct or gross negligence of Landlord or any Landlord Indemnitee. In no event shall Landlord or any Landlord Indemnitee be liable in any manner to Tenant or any Tenant Representative as the result of the acts or omissions of Tenant or a Tenant Representative and all liability therefore shall rest with Tenant. All personal property upon the Premises shall be at the risk of Tenant only, and neither Landlord nor any Landlord Indemnitee shall be liable for any damage thereto or theft thereof, whether or not due in whole or in part to the negligence, willful misconduct or gross negligence of Landlord or any Landlord Indemnitee.

17. Subordination; Attornment.

- <u>Subordination</u>. This Lease shall be subject and subordinate to any mortgage, deed of trust, trust indenture, assignment of leases or rents or both, or other instrument evidencing a security interest, which may now or hereafter affect any portion of the Premises, or be created as security for the repayment of any loan or any advance made pursuant to such an instrument or in connection with any sale-leaseback or other form of financing transaction and all renewals, extensions, supplements, consolidations, and other amendments, modifications, and replacements of any of the foregoing instruments ("Mortgage"), and to any ground lease or underlying lease of the Premises or any portion of the Premises whether presently or hereafter existing and all renewals, extensions, supplements, amendments, modifications, and replacements of any of such leases ("Superior Lease"). Tenant shall, at the request of any successor-in-interest to Landlord claiming by, through, or under any Mortgage or Superior Lease, attorn to such person or entity as described below. The foregoing provisions of this subparagraph (a) shall be self-operative and no further instrument of subordination shall be required to make the interest of any lessor under a Superior Lease (a "Superior Lessor") or any mortgagee, trustee or other holder of or beneficiary under a Mortgage (a "Mortgagee") superior to the interest of Tenant hereunder; provided, however, Tenant shall execute and deliver promptly any certificate or instrument, in recordable form, that Landlord, any Superior Lessor or Mortgagee may request in confirmation of such subordination.
- (b) Rights of Superior Lessor or Mortgagee. Any Superior Lessor or Mortgagee may elect that this Lease shall have priority over the Superior Lease or Mortgage that it holds and, upon notification to Tenant by such Superior Lessor or Mortgagee, this Lease shall be deemed to have priority over such Superior Lease or Mortgage, whether this Lease is dated prior to or subsequent to the date of such Superior Lease or Mortgage. If, in connection with the financing of the Premises or with respect to any Superior Lease, any Mortgagee or Superior Lessor shall request reasonable modifications of this Lease that do not increase the monetary obligations of Tenant under this Lease, materially increase Tenant's other obligations, or materially and adversely affect the rights of Tenant under this Lease, then Tenant shall make such modifications.

- (c) **Attornment.** If at any time prior to the expiration of the term of this Lease, any Superior Lease shall terminate or be terminated by reason of a default by Landlord as tenant thereunder or any Mortgagee comes into possession of the Premises or the estate created by any Superior Lease by receiver or otherwise, Tenant shall, at the election and upon the demand of any owner of the Premises, or of the Superior Lessor, or of any Mortgagee-in-possession of the Premises, attorn, from time to time, to any such owner, Superior Lessor or Mortgagee, or any person or entity acquiring the interest of Landlord as a result of any such termination, or as a result of a foreclosure of the Mortgage or the granting of a deed in lieu of foreclosure, upon the then-executory terms and conditions of this Lease, for the remainder of the term. In addition, in no event shall any such owner, Superior Lessor or Mortgagee, or any person or entity acquiring the interest of Landlord be bound by (i) any payment of rent or additional rent for more than one (1) month in advance, or (ii) any security deposit or the like not actually received by such successor, or (iii) any amendment or modification in this Lease made without the consent of the applicable Superior Lessor or Mortgagee, or (iv) any construction obligation, free rent, or other concession or monetary allowance, or (v) any set-off, counterclaim, or the like otherwise available against any prior landlord (including Landlord), or (vi) any act or omission of any prior landlord (including Landlord).
- (d) Rights Accruing Automatically. The provisions of this paragraph 17 shall inure to the benefit of any such successor-in-interest to Landlord, shall apply notwithstanding that, as a matter of law, this Lease may terminate upon the termination of any such Superior Lease, and shall be self-operative upon any such demand, and no further instrument shall be required to give effect to such provisions. Tenant, however, upon demand of any such successor-in-interest to Landlord, shall execute, from time to time, instruments in confirmation of the foregoing provisions of this paragraph, reasonably satisfactory to any such successor-in-interest to Landlord, acknowledging such attornment and setting forth the terms and conditions of its tenancy.
- (e) <u>Limitation on Rights of Tenant</u>. As long as any Superior Lease or Mortgage shall exist, Tenant shall not seek to terminate this Lease by reason of any act or omission of Landlord until Tenant shall have given written notice of such act or omission to all Superior Lessors and Mortgagees at such addresses as shall have been furnished to Tenant by such Superior Lessors and Mortgagees and, if any such Superior Lessor or Mortgagee, as the case may be, shall have notified Tenant within ten (10) business days following receipt of such notice of its intention to remedy such act or omission, until a reasonable period of time shall have elapsed following the giving of such notice (but not to exceed sixty (60) days), during which period such Superior Lessors and Mortgagees shall have the right, but not the obligation, to remedy such act or omission. The foregoing shall not, however, be deemed to impose upon Landlord any obligations not otherwise expressly set forth in this Lease.

18. Condemnation.

(a) Permanent Condemnation.

(i) <u>Lease Termination</u>. If all or any portion of the Premises is taken under the power of eminent domain, or sold under the threat of the exercise of the power (both called "Condemnation"), this Lease shall terminate as to the part taken as of the first date the condemning authority takes either title or possession.

- (ii) <u>Award</u>. Any award for Condemnation is Landlord's, whether the award is made as compensation for diminution in value of the leasehold or for the taking of the fee, or as severance damages. If this Lease is not terminated, Landlord shall diligently repair any damage to the Premises caused by such Condemnation, subject to delays due to Force Majeure, as provided in paragraph 15.
- (b) <u>Temporary Condemnation</u>. Upon condemnation of all or any portion of the Premises for temporary use, this Lease shall continue without change or abatement in Tenant's obligations, as between Landlord and Tenant. Tenant is entitled to the award made for the use. If the Condemnation extends beyond the term of the Lease, the award shall be prorated between Landlord and Tenant as of the expiration date of the term. Tenant is responsible, at its sole cost and expense, for performing any restoration work required to place the Premises in the condition it was in prior to Condemnation, unless the release of the Premises occurs after termination. In such case, Tenant shall assign to Landlord any claim it may have against the condemning authority for the cost of restoration, and if Tenant has received restoration funds, it shall give the funds to Landlord within ten (10) days after demand.

19. Bankruptcy or Insolvency of Tenant.

- (a) <u>Landlord's Right to Terminate Lease</u>. If Tenant is the subject of an Order for Relief under the existing or any future Federal Bankruptcy Code or law, as amended or modified ("the Bankruptcy Code"), or if Tenant files a petition or if a petition is filed against Tenant, under the Bankruptcy Code, then, in addition to any such event constituting an Event of Default under this Lease, and Landlord having all rights as a result thereof, Landlord shall have the option to either re-enter and repossess the Premises pursuant to the provisions of the Lease, or both.
- (b) Tenant's Filing of Chapter 7 Proceedings. If a petition is filed by, or an order for relief is entered against, Tenant under Chapter 7 of the Bankruptcy Code, and the Trustee of Tenant ("the Trustee") elects to assume the Lease for the purpose of assigning it, the election or assignment, or both, may be made only if all of the provisions of subparagraphs (c) and (e) below are satisfied. Nothing in the preceding sentence shall be deemed to grant the Trustee any right to assume the Lease if it has been terminated theretofore. If the Trustee fails to elect to assume the Lease for the purpose of assigning it within sixty (60) days after the Trustee's appointment, the Lease shall be deemed to have been rejected by the Trustee. Landlord shall then immediately become entitled to possession of the Premises, without any further obligation to Tenant or the Trustee, and the Lease shall automatically terminate at the end of the sixty (60) day period, but Landlord's right to compensation for damages in the bankruptcy proceedings shall survive. In such case, Landlord shall be entitled to recover from Tenant, as damages, an amount equal to the fixed annual rent and additional rent reserved under the Lease from the date of the automatic termination to the expiration date of the Lease, and the damages shall be due and payable to Landlord immediately.
- (c) <u>Tenant's Filing of Chapter 11 or 13 Proceedings</u>. If Tenant files a petition for reorganization under Chapters 11 or 13 of the Bankruptcy Code, or a proceeding that is filed by or against Tenant under any other chapter of the Bankruptcy Code is converted to a Chapter 11 or 13

proceeding and the Trustee or Tenant as a debtor-in-possession ("Debtor-in-Possession") fails to assume the Lease within sixty (60) days from the date of filing the petition or the conversion, the Trustee or the Debtor-in-Possession shall be deemed to have rejected the Lease and the Lease shall automatically terminate at the expiration of the sixty (60) day period, but Landlord's right to compensation for damages in the bankruptcy proceedings shall survive. Nothing in the preceding sentence shall be deemed to grant the Trustee or the Debtor-in-Possession any right to assume the Lease if it has been terminated theretofore. In such a case, Landlord shall be entitled to recover from Tenant, as damages, an amount equal to the fixed annual rent and additional rent reserved under the Lease from the date of the automatic termination to the expiration date of the Lease, and the damages shall be due and payable to Landlord immediately. In order to assume the Lease, the Trustee or the Debtor-in-Possession shall notify Landlord of the election to assume within the sixty (60) day period, but in such event all of the following conditions, which Landlord and Tenant acknowledge are commercially reasonable, must be satisfied by the Trustee or the Debtor-in-Possession to the extent Landlord determines, in Landlord's sole discretion:

- (i) Adequate Assurances. The Trustee or the Debtor-in-Possession cures, or provides "Adequate Assurance" (as defined below) to Landlord, that the Trustee or the Debtor-in-Possession can cure all monetary Events of Default under the Lease by full and complete payment, within ten (10) days from the date of the assumption, and that the Trustee or the Debtor-in-Possession cures all non-monetary Events of Default under the Lease within thirty (30) days from the date of the assumption;
- (ii) <u>Landlord Compensation</u>. The Trustee or the Debtor-in-Possession compensates Landlord, or provides Adequate Assurance to Landlord, that within ten (10) days from the date of the assumption, Landlord shall be compensated by full and complete payment for any pecuniary loss Landlord suffers as a result of any Event of Default of Tenant, the Trustee or the Debtor-in-Possession, as set forth in Landlord's notice (which contains a statement of Landlord's pecuniary loss), given to the Trustee or the Debtor-in-Possession; and
- (iii) <u>Future Performance</u>. The Trustee or the Debtor-in-Possession provides Landlord with Adequate Assurance of the future performance of Tenant's obligations under the Lease, including, without limitation, depositing with Landlord, as security, in addition to that previously established pursuant to the provisions of the Lease, an amount equal to three (3) monthly installments of fixed annual rent and additional rent then accruing under the Lease.

For purposes of this subparagraph (c), "Adequate Assurance" shall mean that (i) Landlord determines that the Trustee or Debtor-in-Possession has, and shall continue to have, sufficient unencumbered assets after the payment of all secured obligations and administrative expenses to assure Landlord that the Trustee or the Debtor-in-Possession has sufficient funds to fulfill Tenant's obligations under the Lease; and (ii) an order was entered segregating sufficient sums payable to Landlord, or a valid and perfected lien and security interest are granted to Landlord in the property of Tenant, Trustee or the Debtor-in-Possession, as may be acceptable to Landlord, to secure the obligations of the Trustee or the Debtor-in-Possession to cure the monetary or non-monetary defaults under the Lease within the time periods set forth above.

- (d) <u>Landlord's Right to Terminate Lease on Further Filing of Bankruptcy</u>

 Petition. If the lease is assumed by the Trustee or Debtor-in-Possession pursuant to subparagraph (c) above, and thereafter Tenant is the subject of an Order for Relief under the Bankruptcy Code, then Landlord has the option to terminate the Lease pursuant to the provisions of the Lease.
- (e) <u>Condition Upon Assignment</u>. If the Trustee or Debtor-in-Possession pursuant to subparagraphs (b) and (c) above desires or elects to assign Tenant's interest, or the estate created by the interest under the Lease, to any other person, the interest or estate may be assigned only if Landlord acknowledges in writing that the intended assignee has provided to Landlord, Adequate Assurance (as defined above) of future performance of all of the obligations of Tenant under the Lease. For the purpose of this subparagraph (e), "Adequate Assurance" shall mean that Landlord ascertains that the following conditions are satisfied:
- (i) <u>Financial Information</u>. The assignee has submitted to Landlord a current financial statement, audited by a certified public accountant, that shows a net worth and working capital in amounts determined by Landlord to be sufficient to assure the future performance by the assignee of Tenant's obligations under the Lease; and
- (ii) <u>Guaranty</u>. If requested by Landlord, the assignee has obtained guarantees, in form and substance satisfactory to Landlord, from one or more persons who satisfy Landlord's standards of credit-worthiness.
- (f) <u>State Law Action</u>. Neither Tenant's interest in the Lease nor any estate of Tenant created in the Lease shall pass to any trustee, receiver, assignee for the benefit of creditors, or any other person or entity, or otherwise by operation of law under the laws of any State having jurisdiction of the person or property of Tenant ("State Law"), unless Landlord consents in writing to this transfer. Landlord's acceptance of rent or any other payments from any trustee, receiver, assignee, person, or other entity shall not be deemed to have waived, or waive, the need to obtain Landlord's consent or Landlord's right to terminate this Lease for any transfer of Tenant's interest under this Lease without that consent, and any such event, without Landlord's written consent, shall be deemed an Event of Default.
- (g) <u>Charges for Use and Occupancy</u>. When, pursuant to the Bankruptcy Code, the Trustee or the Debtor-in-Possession is obligated to pay reasonable use and occupancy charges for the use of the Premises, the charges shall not be less than the fixed annual rent and additional rent due under the Lease.
- 20. <u>Landlord's Right to Re-Enter</u>. If Tenant shall default in any of the terms, conditions or covenants of this Lease, then it shall be lawful for Landlord to re-enter the Premises and to again possess and enjoy the Premises.

21. Default by Tenant and Landlord's Remedies.

(a) <u>Event of Default</u>. If any one or more of the following events shall occur and be continuing beyond the period set forth in any default notice provided to be given, an Event or Events of Default shall have occurred under this Lease:

- (i) <u>Non-Payment</u>. If Tenant shall fail to pay any installment of fixed annual rent, additional rent or other sums due from Tenant to Landlord under this Lease; or
- (ii) Non-Performance. If Tenant shall fail to comply with any of the other terms, covenants, conditions or obligations of this Lease and such failure in compliance shall continue for thirty (30) days after delivery of notice from Landlord to Tenant specifying the failure, or, if such failure cannot with due diligence be remedied within thirty (30) days, Tenant shall not, in good faith have commenced within said thirty (30) day period to remedy such failure and continued diligently and continuously thereafter to prosecute the same to completion; or
- (iii) <u>Vacation or Abandonment</u>. If Tenant shall vacate or abandon the Premises. Tenant shall be deemed to vacate or abandon the Premises in the event Tenant has removed all personal property from the Premises, or notified Landlord she is vacating the Premises or failed to visit the Premises for a period of sixty (60) days.
- (b) Right to Terminate Lease and Re-Enter. Landlord may, in addition to any other remedy available to Landlord under this Lease or available under Requirements, at Landlord's option, on 10 days' notice to Tenant, declare this Lease terminated at the expiration of such 10 day period and Tenant shall quit and surrender possession of the Premises, but Tenant shall remain liable to Landlord as hereinafter provided, and upon Tenant's failure to surrender of possession, Landlord may re-enter the Premises by summary proceeding or otherwise free from any estate or interest of Tenant therein.
- Landlord's Right to Restore and Re-Let, and Tenant's Liability for **Expenses.** In the event that Landlord shall obtain possession by re-entry, legal or equitable actions or proceedings or other lawful means as a result of an Event of Default by Tenant, Landlord shall have the right, without the obligation, to make renovations, alterations and repairs to the Premises required to restore them to the condition the same should be during the term of the Lease, and to re-let the Premises or any part thereof for a term or terms that may be less or more than the full term of the Lease had Landlord not re-entered and re-possessed or terminated the Lease, and Landlord may grant reasonable concessions in the re-renting to a new tenant, without affecting the liability of Tenant under the Lease. Landlord shall in no way be responsible for any failure to re-let all or any part of the Premises or for any failure to collect any rent due after any re-letting, and in no event shall Tenant be entitled to any surplus rents collected. Any of the foregoing action taken or not taken by Landlord shall be without waiving any rights that Landlord may otherwise have under Requirements or pursuant to the terms of this Lease. Tenant shall pay Landlord all legal and other expenses incurred by Landlord in terminating this Lease by reason of an Event of Default, in obtaining possession of the Premises, in making all alterations, renovations and repairs and in paying the usual and ordinary commissions for re-letting the same. together with interest thereof at the Prime Rate, which interest shall accrue from the date of Landlord's demand.

(d) <u>Survival Covenant - Liability of Tenant after Re-Entry and Possession or Termination.</u>

(i) <u>Survival of Obligations</u>. If any Event of Default occurs (whether or not this Lease shall be terminated as a result of an Event of Default), Tenant shall remain liable to Landlord

for all fixed annual rent and additional rent herein reserved (including, but not limited to, the expenses to be paid by Tenant pursuant to the provisions of this Lease); less the net amount of rent, if any, that shall be collected and received by Landlord from the Premises, for and during the remainder of the term of this Lease. In addition, Landlord may, from time to time, without terminating this Lease, as agent for Tenant, re-let the Premises or any part thereof for such term or terms, at such rental or rentals, and upon such other terms and conditions as Landlord may deem advisable, in accordance with the provisions of subparagraph (c) above. The failure or refusal of Landlord to re-let the Premises or any part thereof shall not release Tenant or affect Tenant's liability for damages. Landlord shall have the right, without the obligation, following re-entry and possession or termination, to apply any rentals received by Landlord in the following order: (i) to the payment of indebtedness or costs other than rent or damages; (ii) to the payment of any cost of re-letting; (iii) to the payment of any cost of altering or repairing the Premises; (iv) to the payment of fixed annual rent and additional rent, or damages, as the case may be, due and unpaid hereunder; and (v) the residue, if any, shall be held by landlord and applied for the payment of future fixed annual rent and additional rent, or damages, as the case may be, as the same may become due and payable hereunder. Landlord may sue periodically for and collect the amount that may be due pursuant to the provisions of this paragraph, and Tenant expressly agrees that any such suit shall not bar or in any way prejudice the rights of Landlord to enforce the collection or the amount due at the end of any subsequent period by a like or similar proceeding. The words "re- entry" and "re-enter," as used herein, shall not be construed as limited to their strict legal meaning.

- (ii) <u>Rights on Termination</u>. Should Landlord terminate this Lease by reason of an Event of Default, then Landlord shall thereupon have the right, without the obligation, as an alternative to suing Tenant periodically pursuant to the provisions of subparagraph (i) above, to recover from Tenant the difference, if any, at the time of such termination, between the amount of fixed annual rent and additional rent reserved herein for the remainder of the term over the then reasonable rental value of the Premises for the same period both discounted to present value at the rate than being given prime loans minus one point by _____. Landlord shall not, by any re-entry or other act, be deemed to have terminated this Lease, unless Landlord shall notify Tenant in writing, that Landlord has elected to terminate the same.
- (iii) <u>Remedies Cumulative</u>. The remedies of Landlord specified herein shall be cumulative as to each other and as to all such allowed by Requirements.
- (e) Right to Injunction. In the event of a breach or threatened breach by Tenant of any of the covenants or provisions hereof, Landlord shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings and other remedies were not herein provided for. Mention in this Lease of any particular remedy shall not preclude Landlord from any other remedy, in law or in equity. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Landlord obtaining possession of the Premises, by reason of the violation by Tenant of any of the covenants and conditions of this Lease, or otherwise.
- (f) **Tenant Right to Terminate**. Notwithstanding anything to the contrary herein, provided Tenant is not in default hereunder, Tenant shall have the right to terminate this Lease at any time upon written notice to Landlord delivered to Landlord not less than ten (10) days prior to the

termination date and provided the Subtenants' leases have been terminated and the Subtenants have vacated the Premises. In the event Tenant terminates this Lease, all obligations of Tenant shall terminate hereunder except those which specifically survive the term of this Lease.

- 22. <u>Tenant's Trade Fixtures and Removal.</u> Any trade equipment, trade fixtures, goods or other property of Tenant shall be removed by Tenant on or before the expiration of the Lease term or sooner termination of the Lease term. Any trade equipment, trade fixtures, goods or other property of Tenant not removed by Tenant on the expiration of the Lease term or sooner termination of the Lease term, or upon any deserting, vacating or abandonment of the Premises by Tenant, or upon Tenant's eviction, shall, at Landlord's discretion, be considered as abandoned and Landlord shall have the right (without any obligation to do so), without notice to Tenant, to sell or otherwise dispose of Tenant's property, at the expense of Tenant, and Landlord shall not be accountable to Tenant for any proceeds of the sale, or for any damage or loss to Tenant's property.
- 23. Estoppel Certificate. Within ten (10) days of request from Landlord, Tenant shall execute, acknowledge and deliver to Landlord, a written instrument certifying (i) that this Lease has not been modified and is in full force and effect, or if there has been a modification, that the Lease is in full force and effect as modified, stating the modification; (ii) specifying the dates to which rent and other sums due from Tenant under this Lease have been paid; (iii) stating whether or not to the knowledge of Tenant, Landlord is in default, and if so, the reasons for the default; and (iv) stating the commencement date of the Lease term.
- 24. <u>Limitations on Landlord's Liability</u>. Notwithstanding any provision of this Lease to the contrary, Tenant agrees that it shall look only to the Premises (which includes all of Landlord's equity or interest therein, including proceeds of sale, insurance and condemnation) in seeking to enforce any obligations or liabilities whatsoever of Landlord under this Lease or to satisfy a judgment (or any other charge, directive or order) of any kind against Landlord; and Tenant shall not look to the property or assets of any of the any officers, directors, shareholders (or principal or partner of any non-corporate Landlord), employees, agents, or legal representatives of Landlord in seeking to enforce any obligations or liabilities whatsoever of Landlord under this Lease or to satisfy a judgment (or any other charge, directive or order) of any kind against Landlord, and in no event shall any deficiency judgment be sought or obtained against Landlord. No person who is an officer, director, shareholder (or principal or partner of any non-corporate Landlord), employee, agent, or legal representative of Landlord shall be personally liable for any obligations or liabilities of Landlord under this Lease.
- 25. Services and Utilities. Tenant shall, at Tenant's own expense, obtain all utility services supplying the Premises, including but not limited to electricity, water, sewer, standby water for sprinkler, gas, telephone and all other utilities and other communication services, in its own name, effective as of the commencement of the Lease, and shall pay the cost directly to the applicable utility, including any fine, penalty, interest or cost that may be added thereto for non-payment thereof.
- 26. <u>Security</u>. Upon execution and delivery of this Lease, Tenant shall deposit the sum of None (\$0) Dollars with Landlord, as security for the full and faithful performance by Tenant of all of the terms, conditions and covenants of this Lease on Tenant's part to be performed, which sum shall be returned to Tenant following the expiration of the Lease term, provided there shall not then be an Event

of Default or an event that with the giving of notice or the lapse of time, or both, shall constitute an Event of Default. Landlord shall have the right (but not the obligation), to apply any part of the deposit to cure an Event of Default of Tenant, and if Landlord does so, Tenant shall, upon demand, deposit with Landlord the amount applied, so that Landlord shall have the full deposit on hand at all times. If Landlord shall sell the Premises, Landlord shall have the right to transfer the security to the new landlord, and upon so doing Landlord shall be released by Tenant from all liability for the return of the security and Tenant shall look solely to the new landlord for the return of the security, and this shall apply to every transfer made of the security to a new landlord. The security deposited by Tenant under this Lease shall not be mortgaged, assigned or encumbered by Tenant.

27. Intentionally Omitted.

28. <u>Notices</u>. All notices, consents, demands, communications or approvals required or permitted by this Lease shall be in writing and shall be delivered personally or delivered by certified or registered mail, return receipt requested, addressed as follows:

If to Landlord: Village of East Dundee
120 Barrington Ave.
East Dundee IL 60118
Attn: Village Administrator

With copy to: Elrod Friedman LLP

Attn: Kelley Gandurski 325 N. LaSalle St. Suite 450

Chicago, IL 60654

If to Tenant: DeLoris Doederlein

110 Railroad St.

East Dundee, IL 60118

With copy to: Vanek, Larson & Kolb

Attn: Gary M. Vanek Lindsay K. Sanchez

200 W. Main St

St. Charles, IL 60174

Landlord and Tenant may, by notice given in the same manner set forth above, designate a different address to which subsequent notices shall be sent. Notice shall be deemed given when delivered, if delivered personally or by reputable overnight delivery service that provides proof of delivery, or when mailed if sent by certified or registered mail, return receipt requested.

29. **Broker.** Each party represents and warrants to the other no real estate broker was instrumental in effecting this Lease. Tenant shall indemnify and defend Landlord from the claim of any

broker, that such broker was authorized on behalf of Tenant to make an offer to Landlord with respect to this transaction. Landlord shall indemnify and defend Tenant from the claim of any broker, that such broker was authorized on behalf of Landlord to make an offer to Tenant with respect to this transaction.

30. <u>Tenant's Right to Quiet Enjoyment</u>. Upon paying the rents and other sums required of Tenant under the Lease and faithfully and fully performing the terms, conditions and covenants of the Lease on Tenant's part to be performed, Tenant shall peaceably and quietly have, hold and enjoy the Premises for the Lease term.

31. Miscellaneous.

- (a) <u>Validity of Lease</u>. The provisions of this Lease are severable. If any provision of the Lease is adjudged to be invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity of any other provision of this Lease.
- (b) Non-Waiver by Landlord. The rights, remedies, options or elections of Landlord in this Lease are cumulative, and the failure of Landlord to enforce performance by Tenant of any provision of this Lease applicable to Tenant, or to exercise any right, remedy, option or election, or the acceptance by Landlord of the annual fixed rent or additional rent from Tenant after any default by Tenant, in any one or more instances, shall not act as a waiver or a relinquishment at the time or in the future, of Landlord of such provisions of this Lease, or of such rights, remedies, options or elections, and they shall continue in full force and effect.
- (c) Entire Agreement. This Lease contains the entire agreement between the parties. No representative, agent or employee of Landlord has been authorized to make any representations, warranties or promises with respect to the letting, or to vary, alter or modify the provisions of this Lease. No additions, changes, modifications, renewals or extensions of this Lease, shall be binding unless reduced to writing and signed by both parties.
- (d) Effective Law. This Lease shall be governed by, construed and enforced in accordance with the laws of the State of Illinois without giving effect to its principles of conflicts of law. Landlord and Tenant waive their right to trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other, or with respect to any issue or defense raised therein, on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use and occupancy of the Premises, including summary proceedings and possession actions, and any emergency statutory or other statutory remedy.
 - (e) <u>Commercial Lease</u>. This Lease shall be construed as a commercial Lease.
- (f) <u>Captions</u>. The captions of the paragraphs in this Lease and the Table of Contents are for reference purposes only and shall not in any way affect the meaning or interpretation of this Lease.
- (g) <u>Obligations Joint and Several</u>. If there is more than one party tenant, their obligations under this Lease are joint and several. If Tenant is a partnership, the obligations of Tenant under this Lease are joint and several obligations of each of the partners and of the partnership.

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(h) <u>Counterparts</u>. This Lease may be executed in one or more counterparts, each of which shall be an original, and all of which constitutes one and the same Lease.

(i) Landlord's Performance of Tenant's Obligations.

The performance by Landlord of any obligation required of Tenant under this Lease shall not be construed to modify this Lease, nor shall it create any obligation on the part of Landlord with respect to any performance required of Tenant under this Lease, whether Landlord's performance was undertaken with the knowledge that Tenant was obligated to perform, or whether Landlord's performance was undertaken as a result of mistake or inadvertence.

- Landlord shall be considered exclusive of any other right or remedy, but shall be in addition to every other right or remedy available to Landlord under this Lease or by law. Any right or remedy of Landlord, may be exercised from time to time, and as often as the occasion may arise. The granting of any right, remedy, option or election to Landlord under this Lease shall not impose any obligation on Landlord to exercise the right, remedy, option or election.
- (k) <u>Signature and Delivery by Landlord</u>. This Lease is of no force and effect unless it is signed by Landlord and Tenant, and a signed copy of this Lease delivered by Landlord to Tenant. The mailing, delivery or negotiation of this Lease by Landlord or Tenant or any agent or attorney of Landlord or Tenant prior to the execution and delivery of this Lease as set forth in this subparagraph shall not be deemed an offer by Landlord or Tenant to enter into this Lease, whether on the terms contained in this Lease or on any other terms. Until the execution and delivery of this Lease as set forth in this subparagraph, Landlord or Tenant may terminate all negotiations and discussions of the subject matter of this Lease, without cause and for any reason, without recourse or liability.

(l) Inspection, Length of Time of Tenant's Default.

Nothing in this Lease requires Landlord at any time, to inspect the Premises to determine whether Tenant is in default of Tenant's obligations under this Lease. Any default by Tenant of the provisions of this Lease for any length of time, and whether Landlord has direct or indirect knowledge or notice of the default, is not a waiver of Tenant's default by Landlord, and Landlord has the right to declare Tenant in default, notwithstanding the length of time the default exists.

- (m) <u>No Offer.</u> The submission of the Lease to Tenant shall not be deemed an offer by Landlord to rent the Premises to Tenant, such an offer only being made by the delivery to Tenant of a Lease signed by Landlord.
- (n) <u>Surrender</u>. Neither the acceptance of keys to the Premises nor any other act or thing done by Landlord or any agent, employee or representative of Landlord shall be deemed to be an acceptance of a surrender of the Premises, excepting only an agreement in writing, signed by Landlord, accepting or agreeing to accept a surrender of the Premises.
- (o) <u>Drafting Ambiguities</u>; <u>Interpretation</u>. In interpreting any provision of this Lease, no weight shall be given to nor shall any construction or interpretation by influenced by the fact

that counsel for one of the parties drafted this Lease, each party recognizing that it and it's counsel have had an opportunity to review this Lease and have contributed to the final form of this Lease. Unless otherwise specified, the words "include" and "including" and words of similar import shall be deemed to be followed by the words "but not limited to" and the word "or" shall be "and/or."

- (p) <u>References</u>. In all references to any persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of this Lease may require.
- (q) <u>Binding Effect</u>. This Lease is binding upon and shall inure to the benefit of the parties, their legal representatives, successors and permitted assigns.
- (r) <u>Landlord Defined</u>. The term "Landlord" in this Lease means and includes only the owner at the time in question of the Premises and, in the event of the sale or transfer of the Premises, Landlord shall be released and discharged from the provisions of this Lease thereafter accruing, but such provisions shall be binding upon each new owner of the Premises while such party is an owner.
 - (s) <u>Time of the Essence</u>. Time is of the essence of this Lease.
- (t) <u>No Recordation</u>. Neither this Lease, nor any memorandum, affidavit or other writing with respect to this Lease, shall be recorded by Tenant or by anyone acting through, under or on behalf of Tenant, and the recording thereof in violation of this provision shall make this Lease voidable at Landlord's election.
- (u) Debris Removal. The Premises were formerly used as a lumberyard owned by Tenant and her family ("Lumberyard") and which Lumberyard has been out of business and its corporate identity dissolved for over 30 years. Landlord and Tenant agree that during the term of this Lease, Tenant will be disposing of the equipment, tools and property of the Lumberyard with the intention of leaving the Premises in as reasonably broom clean condition as possible. To assist Tenant in this endeavor, Landlord will provide up to ten debris removals upon Tenant's prior written request during the term of this Lease provided (i) such debris is neatly compiled in one area that is easily accessible by Landlord's vehicles and (ii) includes only non-hazardous waste that can be disposed of in the regular Municipal Solid Waste Landfill. Tenant agrees that any personal property still on the Premises after this Lease terminates, shall be the personal property of Landlord and may be disposed of by Landlord. Landlord will not pay for the cost of removal of personal property beyond the referenced agreed upon ten debris removals. The Landlord intends, after the Tenant vacates the Premises, to demolish the existing buildings and to redevelop the property, and recognizes that Tenant does not want to incur costs for replacement of any of the systems that provide for operation of the Premises, or in the case of fire or other casualty, to rebuild the Premises. The parties agree that, except in the case where such maintenance or replacement is necessary to keep the Premises and the Tenant's Leases premises in a clean, safe and healthful condition, or as required under the Tenant's Leases, the Tenant does not have to maintain, replace or rebuild the Premises. This provision survives the termination of this Lease.

Signed and sealed by the parties.

LANDLORD:
Village of East Dundee, an Illinois municipal corporation
Ву:
Name: Jeffrey Lynam Its: Village President
TENANT:
DeLoris Doederlein

EXHIBIT A

LEGAL DESCRIPTION

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 AND 11 IN BLOCK 1 OF EDWARD'S ADDITION TO THE VILLAGE OF EAST DUNDEE, IN SECTION 23, TOWNSHIP 42 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN IN KANE COUNTY, ILLINOIS.

PIN 03-23-314-001-0000

COMMONLY KNOWN AS 110 RAILROAD ST. EAST DUNDEE, IL 60118

4871-2926-3473, v. 4 Industrial Building Lease Page 27

EXHIBIT B

MINIMUM ACCEPTABLE INSURANCE REQUIREMENTS FOR SUBTENANTS/CONTRACTORS

During the term of the agreement with the Village of East Dundee, the Tenant will require the Subtenants, at their own expense, to have in effect the coverages listed below. The Tenant shall also require the same from all of its contractors engaged in work on the Premises.

All policies shall be taken out with insurers that are acceptable to Landlord and in form satisfactory to Landlord. Tenant agrees that certificates of insurance, or, if required by Landlord or the mortgagees of Landlord, certified copies of each such insurance policy, will be delivered to Landlord as soon as practicable after the placing of the required insurance. Tenant shall, contemporaneously with the execution of this Lease, provide Landlord with a certificate of insurance as written evidence of the insurance in force, and renewals thereof shall be delivered to Landlord at least thirty (30) days prior to the expiration of the respective policy terms. All policies shall contain an undertaking by the insurers to notify Landlord and the mortgagees of Landlord in writing not less than thirty (30) days before any material change, reduction in coverage, cancellation, or other termination thereof.

Required limits:

Commercial General Liability:

Coverage should include premises operations, products and completed operations, broad form property damage, contractual liability, independent contractors, and personal and advertising injury with minimum limits of \$1,000,000 limit per occurrence for bodily injury and property damage; \$2,000,000 aggregate. The policy shall include the Village of East Dundee and its subsidiaries, affiliates, officers, directors and employees as additional insureds. The coverage provided by the additional insured endorsement shall be primary without right of contribution by any coverage carried by the Village of East Dundee and its subsidiaries, affiliates, officers, directors and employees. The policy shall include a waiver of subrogation endorsement in favor of the Village of East Dundee and its subsidiaries. The policy shall contain a severability of interest clause for all additional insureds with no cross suits liability exclusion. Coverage shall not contain an exclusion for bodily injury or property damage after work is completed or is put to its intended use.

Workers Compensation:

Workers compensation coverage: statutory limits required by all authorities having jurisdiction in locations in which any subtenants operates,

Employers liability coverage:

- \$1,000,000 Bodily injury by accident each accident
- \$1,000,000 Bodily injury by disease each employee
- \$1,000,000 Bodily injury by disease policy limit

MINIMUM ACCEPTABLE REQUIREMENTS (Cont.)

The Employers Liability Limits may be combined with either an Excess or Umbrella Liability policy. The policy shall include a waiver of subrogation endorsement in favor of the Village of East Dundee and its subsidiaries.

Automobile Liability: Coverage for owned, leased, hired and non-owned vehicles with a combined single limit of \$1,000,000 for bodily injury and property damage.

The policy shall include the Village of East Dundee and its subsidiaries, affiliates, officers, directors and employees as additional insureds. The coverage provided by the additional insured endorsement shall be primary without right of contribution by any coverage carried by the Village of East Dundee and its subsidiaries, affiliates, officers, directors and employees. The policy shall include a waiver of subrogation endorsement in favor of the Village of East Dundee and its subsidiaries.

Umbrella Liability:

Coverage excess of general liability, auto liability and employer's liability in an amount of at least \$1,000,000 per occurrence with defense outside the limit.

Property, Tools and Equipment:

The Subtenant shall be responsible for any loss or damage to any property owned by, or in control of, Subtenant, including, without limitation, tools, equipment and materials.

Conditions Applying to All Coverages:

Any deductibles must be declared to and approved by the Village of East Dundee. Any changes to the coverages required must be authorized in advance by the Village of East Dundee and be documented in writing. The certificate shall provide that 30 days prior written notice of cancellation be given to the Village of East Dundee and its subsidiaries. Certificates for renewal policies must be issued 10 days prior to the renewal date. All liability policies for injury and property damage shall be issued on the "occurrence" form. All coverages must be in a company approved to do business in the state and carrying a rating of at least A- VII by A.M. Best's. Coverages for Subtenants must have a carrier rating of at least A- VII by A.M. Best's.

Tenant shall be responsible for assuring that all Subtenants are properly insured and maintain the same coverages, terms, and conditions as required by this agreement. The Village of East Dundee reserves the right to increase or expand these requirements when it deems prudent. Subtenant's property (auto, contents, tools, equipment and stock), are their own responsibility and not the responsibility of the Village for theft, destruction or fire.

EXHIBIT C Tenant's Leases

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement ("Lease") dated as of October ______, 2023, is made by and between DeLoris Doederlein (hereinafter the "Landlord") and Bonkoski Lawn Care, Inc., an Illinois corporation (hereinafter the "Tenant").

RECITALS

A.	Landlord leases that certain property commonly known as 110 Railroad Street, East
Dundee, I	llinois 60118 (the "Property") pursuant to that certain Industrial Lease Agreement by
and betwe	en Village of East Dundee, Illinois, as landlord, and DeLoris Doederlein, as tenant, dated
	, 2023 (the "Master Lease").

B. Landlord desires to sublease on a non-exclusive basis the Property to Tenant pursuant to the terms hereof.

AGREEMENT

- 1. <u>DESCRIPTION OF PREMISES</u>: Landlord, for and in consideration of the rents, covenants and agreements hereinafter mentioned and agreed to be paid, kept and performed by Tenant, by these presents does lease to Tenant on a non-exclusive basis the Property together with all improvements thereon, and all appurtenant rights of ingress and egress and all other easements and rights appurtenant thereto (hereinafter collectively referred to as the "*Premises*").
- 2. <u>USE OF PREMISES</u>: Tenant shall use the Premises for the operation of a lawn care company as more specifically described on Exhibit A attached hereto and incorporated by this reference and which includes a list of the Hazardous Materials (as defined in Section 16) and the quantities maintained on the Premises and the location of such Hazardous Materials. Tenant shall not use the Premises for any unlawful purpose. In using the Premises, Tenant shall comply with all applicable federal, state, and local laws governing the use thereof. Tenant shall use best efforts to prevent the Premises from being damaged by the negligence or willful misconduct of its employees. Tenant will not commit waste on the Premises, or cause or permit pipes, lines, conduits, fixtures, or appliances in the Premise to be ruined or damaged by freezing, excessive heat, or lack of reasonable care, maintenance, or repair. Tenant shall operate its business in a safe and proper manner as is normal, considering the uses of the Premises above provided; and shall not manufacture, store, display or maintain any products or materials that will endanger the Premises; shall not use the plumbing for any other purpose than for which it was constructed; shall not make or permit any unreasonable noise and/or odor objectionable to the public or neighbors.
- 3. <u>DELIVERY OF POSSESSION</u>: Landlord shall deliver the non-exclusive possession of the Premises to Tenant at the beginning of the Initial Term of this Lease.
- 4. <u>TERM</u>: The term of this Lease shall be for a period commencing on the date hereof and continuing on a month-to-month basis thereafter until the earlier of: (i) the termination of the Master Lease, for any reason whatsoever, (ii) the Landlord's abandonment of the Premises pursuant to the terms of the Master Lease or (iii) the termination of this Lease pursuant to the terms hereof.

- 5. <u>RENT</u>: Without demand or setoff, Tenant shall pay to Landlord as annual Rent during the Term the sum of Six Thousand and No/100 Dollars (\$6,000.00). The Rent shall be paid to Landlord upon execution of this Lease. In the event the Premises is sold to the Village of East Dundee, the Landlord shall not credit any of the Rent hereunder to the Village of East Dundee, and Tenant shall look solely to Landlord for any reimbursement of Rent in the event of any early termination of this Lease.
- 6. <u>INSURANCE AND INDEMNITY</u>: Tenant shall, during the lease Term, at Tenant's own expense, obtain and keep in force, such insurance as outlined in Exhibit B attached hereto and made a part hereof.

Neither Landlord nor Landlord's Indemnitees shall be liable for and Tenant shall indemnify and save harmless Landlord and Landlord's Indemnitees from and against any and all liabilities, damages, claims, suits, costs (including costs of suit, attorneys' fees and costs of investigation) and actions of any kind, foreseen or unforeseen, arising or alleged to arise by reason of injury to or death of any person or damage to or loss of property, occurring on, in, or about the Premises, or by reason of any other claim whatsoever of any person or party, occasioned, directly or indirectly, wholly or partly: (a) by any act or omission on the part of Tenant or any Tenant Representative; (b) by any breach, violation or non-performance of any covenant of Tenant under this Lease; or (c) by a Discharge of Contaminants by Tenant or Tenant's subtenants during the Lease term; regardless of whether such liability, claim, suit, cost, injury, death or damage arises from or is attributable to the concurrent negligence, willful misconduct or gross negligence of Landlord or any Landlord Indemnitee. If any action or proceeding shall be brought by or against Landlord or any Landlord Indemnitee in connection with any such liability, claim, suit, cost, injury, death or damage, Tenant, on notice from Landlord or any Landlord Indemnitee, shall defend such action or proceeding, at Tenant's expense, by or through attorneys reasonably satisfactory to Landlord or the Landlord Indemnitee. The provisions of this paragraph shall apply to all activities of Tenant or any Tenant Representative with respect to the Premises, whether occurring before or after execution of this Lease. Tenant's obligations under this paragraph shall not be limited to the coverage of insurance maintained or required to be maintained by Tenant under this Lease. Neither Landlord nor any Landlord Indemnitee shall be liable in any manner to Tenant or any Tenant Representative for any injury to or death of persons or for any loss of or damage to property, regardless of whether such loss or damage is occasioned by casualty, theft or any other cause of whatsoever nature, including loss or damage caused solely by the negligent, willful misconduct or gross negligence of Landlord or any Landlord Indemnitee. In no event shall Landlord or any Landlord Indemnitee be liable in any manner to Tenant or any Tenant Representative as the result of the acts or omissions of Tenant or a Tenant Representative and all liability therefore shall rest with Tenant. All personal property upon the Premises shall be at the risk of Tenant only, and neither Landlord nor any Landlord Indemnitee shall be liable for any damage thereto or theft thereof, whether or not due in whole or in part to the negligence, willful misconduct or gross negligence of Landlord or any Landlord Indemnitee.

7. <u>WAIVER OF SUBROGATION</u>: Regardless of the insurance coverage actually maintained by the parties under this Lease, each party, and all persons claiming by, through or under them, hereby waives all liability and all rights to recovery and subrogation against, and agrees that neither it nor its insurers will sue, the other party for any loss of or damage to property

arising out of fire or casualty to the extent the same is insurable, and each party agrees that all insurance policies relating to the Premises or Property will contain waivers by the insurer of such liability, recovery, subrogation and suit.

- 8. <u>LANDLORD WAIVER AND CONSENT</u>: Landlord agrees to execute and deliver such waivers and consents reasonably requested from time to time by Tenant's lender(s), waiving any rights that Landlord may have in Tenant's personal property and assets not affixed to the Premises (including, without limitation, inventory, accounts and equipment) now or hereafter located on the Premises and permitting such lender(s) and/or their agents to have reasonable access to the Premises to inspect and remove such property and assets in accordance with the terms and conditions of any loan and security agreements between Tenant and such lender(s). Landlord acknowledges that it does not have any security interest or other claim to such personal property and assets of Tenant and hereby waives any Landlord or other liens in favor of Landlord arising under law or otherwise.
- 9. <u>LANDLORD'S ACCESS TO PREMISES</u>: Landlord may have free access to the Premises at all reasonable times in order to examine the same or to make any alterations or repairs to the Premises which Landlord may deem necessary for the safety and/or preservation thereof without causing or permitting unreasonable disruption to Tenant's normal business operations.
- ASSIGNMENT OR SUB-LETTING: Tenant shall not pledge, assign, mortgage, hypothecate or otherwise transfer this Lease and/or its interest hereunder and/or sublease all or any portion of the Premises. Any pledge, sale, assignment, mortgage, hypothecation or other transfer of substantially all of Tenant's assets, whether voluntary or involuntary, pursuant to attachment or foreclosure, or arising from any merger, consolidation or otherwise, or by any operation of law, shall be deemed an assignment of this Lease in violation of this provision. Any attempt to pledge, assign, mortgage, hypothecate or otherwise transfer this Lease or sublet all or any portion of the Premises in violation of this provision shall be deemed void ab initio and Landlord shall have the right to terminate this Lease upon any such attempted transfer or subletting. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims, demands, fines, suits, actions, proceedings, orders, decrees and judgments of any kind or nature by or in favor of anyone whomsoever and from and against any and all reasonable out-of-pocket costs and expenses, including reasonable attorneys' fees resulting in whole or in part out of any third party's use of the Premises.
- 12. <u>REPAIRS AND MAINTENANCE</u>: Landlord shall be responsible for any maintenance and repairs of the Premises consistent with Landlord's obligations under the Master Lease. Any maintenance or repairs to the Premises required as a result of any negligent act or any omission by Tenant or any of Tenant's employees, agents, or invitees, shall be the sole responsibility of Tenant.
- 15. <u>CONDEMNATION</u>: If all or any portion of the Premises is taken under the power of eminent domain, or sold under the threat of the exercise of the power (both called "Condemnation"), this Lease shall terminate in its entirety and Tenant shall vacate the Premises.
- 16. <u>HAZARDOUS MATERIALS</u>: As used in this Lease, the term "Hazardous Material" means any flammable items, explosives, radioactive materials, hazardous or toxic

substances, material or waste or related materials, including any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials" or "toxic substances" now or subsequently regulated under any applicable federal, state or local laws or regulations, including without limitation petroleum-based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, PCBs and similar compounds, and including any different products and materials which are subsequently found to have adverse effects on the environment or the health and safety of persons. Tenant shall not cause or permit any Hazardous Material in quantities that violate such applicable laws to be generated, produced, brought upon, used, stored, treated or disposed of in or about the Premises by Tenant, its agents, employees, contractors, sublessees or invitees without the prior written consent of Landlord.

Tenant shall comply with applicable laws, rules, regulations and ordinances regarding the manufacture, sale, storage, distribution and disposal of Hazardous Materials, and shall save, indemnify and defend and hold harmless Landlord, its respective members, managers, officers, employees, and agents from and against any and all claims demands, suits, expenses, damages, causes of action and/or cost of abating or remediating any conditions caused by relating to the presence of Hazardous Materials on the Property to the extent that such Hazardous Materials came upon the Property as a direct result of Tenant's use of the Property after the commencement of the term of this Lease.

- 17. <u>SUBORDINATION OF LEASE</u>: Landlord reserves the right to demand and obtain from the Tenant a waiver of priority of Tenant's lien arising by virtue of the Lease, thereby subordinating Tenant's said lien in favor of a first mortgage loan, or in favor of any mortgage lien or any refinancing or replacing of a mortgage loan that may become necessary or desirable from time to time to the Landlord in the future, and Tenant, upon demand by the Landlord for same, agrees to execute at any and all times such instruments, that may be reasonably required by any such lending institution or prospective first mortgagee in order to effectuate such waiver of priority and subordination of Tenant's lien. It is a condition, however, of the subordination and lien provisions herein provided, that Landlord, at its expense, shall procure from any such mortgagee an agreement, in writing, in form and substance acceptable to Tenant, providing in substance that so long as Tenant substantially performs the obligations imposed upon Tenant hereunder within the applicable grace or cure period, its tenancy will not be disturbed, nor its rights under this Lease affected, by any default under such mortgage nor shall Tenant be named as a defendant in any foreclosure proceeding.
- 18. <u>DAMAGE OR DESTRUCTION</u>: In the event the Premises are damaged or destroyed by any peril, including but not limited to fire, wind or other casualty (with each such occurrence being a "Casualty"), at any time during this Lease, whether covered by insurance or not, Tenant shall give prompt notice thereof to Landlord and this Lease shall be immediately terminated.
- 19. <u>RISK OF LOSS</u>: All property of Tenant located on the Premises, and all property of other person(s) located on the Property, shall be so located at the risk of Tenant or such other owner(s).

20. DEFAULT:

- A. Events of Tenant Default. The following events shall be deemed to be events of default by Tenant under this Lease: (i) if Tenant shall fail to make any payment of Rent when due and such non-payment is not remedied within five (5) days after Tenant's receipt of written notice from Landlord; (ii) if Tenant shall fail to comply with any term or provision of this Lease, other than the payment of Rent, for more than ten (10) days after Landlord gives Tenant written notice of such default, or, if such default is not capable of being cured within such ten (10) day period, Tenant has not commenced such performance in good faith within such ten (10) day period and is not diligently proceeded therewith to completion; (iii) if Tenant shall become insolvent, or shall make a transfer in fraud of its creditors; (iv) if a receiver or trustee shall be appointed for all or substantially all of the assets of Tenant, or (v) Tenant shall be the subject (voluntarily or involuntarily) of an order for relief under any chapter of the United States Bankruptcy Code or shall otherwise be a subject of a case or proceeding under any federal or state bankruptcy law now or hereafter existing or shall become insolvent in the bankruptcy or equity sense, and such order of relief shall not be dismissed or otherwise resolved within 60 days.
- B. Landlord's Remedies. Upon the occurrence of any such event of default, Landlord may terminate this Lease and Tenant's right to possession of the Premises. In the event Landlord terminates the Lease, Tenant shall immediately surrender the Premises to Landlord. Landlord shall also have all other remedies set forth in this Lease or available at law or in equity. All rights and remedies of Landlord shall be cumulative, and none shall exclude any other right or remedy allowed hereunder or at law or in equity. In addition to the other remedies provided in this Lease, Landlord shall be entitled to the restraint by injunction of the violation or attempted violation of any of the covenants, agreements or conditions of this Lease. Tenant shall promptly pay upon notice thereof all of Landlord's reasonable costs, charges and expenses (including the reasonable fees and out-of-pocket expenses of legal counsel, agents and others retained by Landlord) incurred in successfully enforcing Tenant's obligations hereunder or incurred by Landlord in any litigation, negotiation or transaction in which Tenant causes Landlord, without Landlord's fault, to become involved or concerned.

No remedy herein or other conferred upon or reserved to Landlord shall be considered to exclude or suspend any other remedy but the same shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity or by statute, and every power and remedy given by this Lease to Landlord may be exercised from time to time as often as occasion may rise or as may be deemed expedient. No delay or omission of Landlord to exercise any right or power arising from any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Neither the rights herein given to receive, collect, sue for or distrain for any rent or rents, monies or payments, or to enforce the terms, provisions and conditions of this Lease, or to prevent the breach of any such right or of any other right or remedy hereunder or otherwise granted or arising, shall in any way affect or impair or toll the right or power of Landlord to declare the Lease Term hereby granted ended, and to terminate this Lease as provided for in this Lease, or to repossess without terminating the Lease, because of any default in or breach of the covenants, provisions or conditions of this Lease.

C. <u>Landlord's Right to Cure Tenant Defaults</u>. In addition to Landlord's other remedies, if Tenant shall at any time or from time to time fail to make any payment or perform any other act on its part to be made or performed under this Lease, Landlord may, but shall not be

obligated to, without waiving or releasing Tenant from any obligation under this Lease, make such payment or perform such other act to the extent Landlord may deem desirable, and in connection therewith, to pay expenses and employ counsel and Tenant shall pay Landlord's reasonable attorneys' fees in connection therewith. All sums so paid by Landlord and all expenses in connection therewith shall be deemed additional rent hereunder and payable at the time of any installment of Rent thereafter becoming due and Landlord shall have the same rights and remedies for the non-payment thereof as in the case of default in the payment of Rent.

- 21. <u>WAIVER</u>: No waiver of any provision or condition expressed within this Lease shall be implied by any neglect or failure to declare a forfeiture on account of its violation, even though the violation be continued or subsequently repeated. Furthermore, no express waiver shall affect any provision or condition other than the one(s) expressly specified in such waiver. This Lease cannot be orally changed, modified or terminated.
- 22. <u>TENANT'S ESTOPPEL</u>: Tenant shall, from time to time, upon not less than ten (10) days prior written request by Landlord, execute, acknowledge and deliver to Landlord a written statement certifying that this Lease is unmodified and in full force and effect, or that this Lease is in full force and effect as modified and listing the instruments of modification; the dates to which the rents and other charges have been paid; and, whether or not to the best of Tenant's knowledge Landlord is in default hereunder and, if so, specifying the nature of any such default. Landlord and Tenant hereby intend that any such statement delivered pursuant to this paragraph may be relied upon by any prospective purchaser of Landlord's interest, mortgage of Landlord's interest and/or assignee of any mortgage upon Landlord's interest in the Premises.
- 23. <u>NOTICES</u>: Unless otherwise agreed in writing by the parties hereto, all notices under and payments made pursuant to this Lease shall be given or made to the respective parties at the addresses set forth above. Otherwise, notice may be given at such other address as Landlord or Tenant may hereafter designate to the other in writing. Any notice to be given by either party to the other under any provision of this Lease shall be deemed to have been duly delivered when such notice is mailed nationally recognized, receipted, overnight courier or by United States certified or registered mail, return receipt requested, at the addresses set forth herein or otherwise properly designated.
- 24. <u>HOLDOVER</u>: In the event Tenant shall holdover beyond the Term of this Lease or in any circumstance wherein Tenant is required to tender possession of the Premises to Landlord, such holdover tenancy shall be a month-to-month tenancy only. Tenant shall during any such holdover period pay to Landlord a monthly rental equal to Five Hundred and No/100 Dollars (\$500.00) per day. Both Landlord and Tenant may terminate such month-to-month tenancy at any time by giving the other party hereto not less than thirty (30) days prior written notice of its intention to terminate hereunder.
- 25. QUIET POSSESSION: Tenant, upon paying all Rent as and when due, and observing, performing and keeping all of the provisions of this Lease on its part to be observed, performed and kept, shall lawfully, peaceably and quietly have, hold and enjoy the Premises during the Term, or any extension thereof, without hindrance, ejection or molestation by Landlord or any person(s) claiming under Landlord. In the event the Premises is sold to a third party, including the

Village of East Dundee, the Landlord shall remain liable for any responsibilities of the Landlord under this Lease.

- 26. <u>SURRENDER</u>: Upon the expiration of the term of this Lease or any extension thereof, or upon any other termination of this Lease, or upon the termination of the tenancy from month-to-month as provided hereinbefore, Tenant shall surrender the Premises to the Landlord in substantially the same condition as on the first day of the Term subject, however, to ordinary wear and tear and any casualty provided for herein.
- 27. <u>SEVERABILITY</u>: In the event that any provision of this Lease is declared to be illegal or invalid, only such provision shall be affected, and this Lease shall then be construed and enforced as if such provision had not been contained herein, and all other provisions not directly dependent thereon shall remain in full force and effect.
- 28. <u>SUCCESSORS, HEIRS AND ASSIGNS</u>: This Lease and all promises, covenants and conditions contained herein shall be binding upon and shall inure to the benefit of the successors, heirs and assigns of Tenant and the successors, heirs and assigns of Landlord; provided, however, that no assignment/sublease by the Tenant in violation of the provisions hereinbefore contained shall vest in the assignee/sublessee any right, title or interest whatsoever.
- 29. <u>APPLICABLE LAW</u>: This Lease shall be construed and governed in accordance with the laws of the State of Illinois.
- 30. <u>COMPLETE AGREEMENT</u>: Landlord and Tenant intend and expressly agree that all previous negotiations, inducements, promises and conditions have been merged into and superseded by this Lease which represents the entire understanding and agreement between them.
- 31. <u>EXECUTION OF LEASE</u>: This Lease may be executed in counterparts and, when all counterparts are executed, the counterparts shall constitute a single binding instrument.
- 32. <u>ATTORNEYS' FEES:</u> Tenant shall pay all of Landlord's costs and fees, including reasonable attorneys' fees, associated with Landlord's enforcement of this Lease.
- 33. <u>JURISDICTION</u>: The parties hereto agree that any legal action initiated by either party to determine or enforce any rights hereunder shall lie exclusively in the Circuit Court of the Sixteenth Judicial Court, Kane County, Illinois.
- 34. <u>JURY WAIVER:</u> The parties hereto further agree that in any action brought by either party, both parties waive the right to have any such action heard and determined by a jury.
- 35. <u>REMOVAL OF PROPERTY UPON TERMINATION:</u> Upon termination of the Lease, Tenant shall be responsible for removing all items of personal property belonging to Tenant and all waste caused by Tenant from the Premises and will leave the Premises in broom clean condition.
- 36. <u>CHANGE OF OWNERSHIP OF PROPERTY</u>: In the event the Village of East Dundee ("Village") assumes ownership of the Property and the Master Lease is executed by

DeLoris Doederlein as tenant and the Village as landlord then this Lease shall be determined to be a sublease under the Master Lease and shall be assigned by DeLoris Doederlein to the Village with the understanding and agreement by DeLoris Doederlein that she will continue to be responsible for the responsibilities of the Landlord herein, including but not limited to any repair or maintenance provisions, and she will receive any Rent or other compensation from Tenant but the Village will be considered a Landlord for the other provisions of the Lease, including but not limited to Insurance and Indemnity and Tenant will provide a Certificate of Insurance, naming the Village as the insured Landlord in accordance with Exhibit B.

Agreement dated as of the date and year first above written.
LANDLORD:
DeLoris Doederlein
TENANT: Bonkoski Lawn Care, Inc., an Illinois corporation
By: John Bonkoski, President
I, John Bonkoski, guarantee the compliance of the Bonkowski Lawn Care Inc., an Illinois corporation with the terms of the foregoing Lease.

John Bonkoski

IN WITNESS WHEREOF, Landlord and Tenant have executed this Commercial Lease

EXHIBIT A USE

Lawn care and landscaping com	pany includes the	e cutting and ma	aintenance of off-site
client's grass, shrubs and trees ("Business")	_	

chefit's grass, surubs and trees ("Business")
Storage of following Vehicles:
Utilization of the following Equipment in the Business:
Storage of the following Product:
Repair of the vehicles and equipment used in the Business.
Office for the Business.
Storage and location of the following Hazardous Materials:

EXHIBIT B MINIMUM ACCEPTABLE INSURANCE REQUIREMENTS FOR SUBTENANTS/CONTRACTORS

During the term of the Master Lease with the Village of East Dundee (Landlord for this Exhibit B), DeLoris Doederlein will require the Tenant, at their own expense, to have in effect the coverages listed below. The Tenant shall also require the same from all of its contractors engaged in work on the Premises.

All policies shall be taken out with insurers that are acceptable to Landlord and in form satisfactory to Landlord. Tenant agrees that certificates of insurance, or, if required by Landlord or the mortgagees of Landlord, certified copies of each such insurance policy, will be delivered to Landlord as soon as practicable after the placing of the required insurance. Tenant shall, contemporaneously with the execution of this Lease, provide Landlord with a certificate of insurance as written evidence of the insurance in force, and renewals thereof shall be delivered to Landlord at least thirty (30) days prior to the expiration of the respective policy terms. All policies shall contain an undertaking by the insurers to notify Landlord and the mortgagees of Landlord in writing not less than thirty (30) days before any material change, reduction in coverage, cancellation, or other termination thereof.

Required limits:

Commercial General Liability:

Coverage should include premises operations, products and completed operations, broad form property damage, contractual liability, independent contractors, and personal and advertising injury with minimum limits of \$1,000,000 limit per occurrence for bodily injury and property damage; \$2,000,000 aggregate. The policy shall include the Village of East Dundee and its subsidiaries, affiliates, officers, directors and employees as additional insureds. The coverage provided by the additional insured endorsement shall be primary without right of contribution by any coverage carried by the Village of East Dundee and its subsidiaries, affiliates, officers, directors and employees. The policy shall include a waiver of subrogation endorsement in favor of the Village of East Dundee and its subsidiaries. The policy shall contain a severability of interest clause for all additional insureds with no cross suits liability exclusion. Coverage shall not contain an exclusion for bodily injury or property damage after work is completed or is put to its intended use.

Workers Compensation:

Workers compensation coverage: statutory limits required by all authorities having jurisdiction in locations in which any subtenants operates,

Employers liability coverage:

- \$1,000,000 Bodily injury by accident each accident
- \$1,000,000 Bodily injury by disease each employee
- \$1,000,000 Bodily injury by disease policy limit

The Employers Liability Limits may be combined with either an Excess or Umbrella Liability policy.

The policy shall include a waiver of subrogation endorsement in favor of the Village of East Dundee and its subsidiaries.

Automobile Liability: Coverage for owned, leased, hired and non-owned vehicles with a combined single limit of \$1,000,000 for bodily injury and property damage.

The policy shall include the Village of East Dundee and its subsidiaries, affiliates, officers, directors and employees as additional insureds. The coverage provided by the additional insured endorsement shall be primary without right of contribution by any coverage carried by the Village of East Dundee and its subsidiaries, affiliates, officers, directors and employees. The policy shall include a waiver of subrogation endorsement in favor of the Village of East Dundee and its subsidiaries.

Umbrella Liability:

Coverage excess of general liability, auto liability and employer's liability in an amount of at least \$1,000,000 per occurrence with defense outside the limit.

Property, Tools and Equipment:

The Subtenant shall be responsible for any loss or damage to any property owned by, or in control of, Subtenant, including, without limitation, tools, equipment and materials.

Conditions Applying to All Coverages:

Any deductibles must be declared to and approved by the Village of East Dundee. Any changes to the coverages required must be authorized in advance by the Village of East Dundee and be documented in writing. The certificate shall provide that 30 days prior written notice of cancellation be given to the Village of East Dundee and its subsidiaries. Certificates for renewal policies must be issued 10 days prior to the renewal date. All liability policies for injury and property damage shall be issued on the "occurrence" form. All coverages must be in a company approved to do business in the state and carrying a rating of at least A- VII by A.M. Best's. Coverages for Subtenants must have a carrier rating of at least A- VII by A.M. Best's. Tenant shall be responsible for assuring that all Subtenants are properly insured and maintain the same coverages, terms, and conditions as required by this agreement. The Village of East Dundee reserves the right to increase or expand these requirements when it deems prudent. Subtenant's property (auto, contents, tools, equipment and stock), are their own responsibility and not the responsibility of the Village for theft, destruction or fire.

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement ("Lease") dated as of October ______, 2023, is made by and between DeLoris Doederlein (hereinafter the "Landlord") and Greg Capocasa, d/b/a Mid Valley Glass & Service (hereinafter the "Tenant").

RECITALS

A.	Landlord leases that certain property commonly known as 110 Railroad Street, East
Dundee, Illino	is 60118 (the "Property") pursuant to that certain Industrial Lease Agreement by
and between V	'illage of East Dundee, Illinois, as landlord, and DeLoris Doederlein, as tenant, dated
	, 2023 (the "Master Lease").

B. Landlord desires to sublease on a non-exclusive basis the Property to Tenant pursuant to the terms hereof.

AGREEMENT

- 1. <u>DESCRIPTION OF PREMISES</u>: Landlord, for and in consideration of the rents, covenants and agreements hereinafter mentioned and agreed to be paid, kept and performed by Tenant, by these presents does lease to Tenant on a non-exclusive basis the Property together with all improvements thereon, and all appurtenant rights of ingress and egress and all other easements and rights appurtenant thereto (hereinafter collectively referred to as the "*Premises*").
- 2. USE OF PREMISES: Tenant shall use the Premises for the operation of a glass servicing company including but not limited to glass repair and office uses related thereto as more specifically described on Exhibit A attached hereto and incorporated by this reference and which includes a list of the Hazardous Materials (as defined in Section 16) and the quantities maintained on the Premises and the location of such Hazardous Materials. Tenant shall not use the Premises for any unlawful purpose. In using the Premises, Tenant shall comply with all applicable federal, state, and local laws governing the use thereof. Tenant shall use best efforts to prevent the Premises from being damaged by the negligence or willful misconduct of its employees. Tenant will not commit waste on the Premises, or cause or permit pipes, lines, conduits, fixtures, or appliances in the Premise to be ruined or damaged by freezing, excessive heat, or lack of reasonable care, maintenance, or repair. Tenant shall operate its business in a safe and proper manner as is normal, considering the uses of the Premises above provided; and shall not manufacture, store, display or maintain any products or materials that will endanger the Premises; shall not use the plumbing for any other purpose than for which it was constructed; shall not make or permit any unreasonable noise and/or odor objectionable to the public or neighbors.
- 3. <u>DELIVERY OF POSSESSION</u>: Landlord shall deliver the non-exclusive possession of the Premises to Tenant at the beginning of the Initial Term of this Lease.
- 4. <u>TERM</u>: The term of this Lease shall be for a period commencing on the date hereof and continuing on a month-to-month basis thereafter until the earlier of: (i) the termination of the Master Lease, for any reason whatsoever, (ii) the Landlord's abandonment of the Premises

pursuant to the terms of the Master Lease or (iii) the termination of this Lease pursuant to the terms hereof.

- 5. <u>RENT</u>: Without demand or setoff, Tenant shall pay to Landlord as annual Rent during the Term the sum of One and No/100 Dollars (\$1.00). The Rent shall be paid to Landlord upon execution of this Lease.
- 6. <u>INSURANCE AND INDEMNITY</u>: Tenant shall, during the lease Term, at Tenant's own expense, obtain and keep in force, such insurance as outlined in Exhibit B attached hereto and made a part hereof.

Neither Landlord nor Landlord's Indemnitees shall be liable for and Tenant shall indemnify and save harmless Landlord and Landlord's Indemnitees from and against any and all liabilities, damages, claims, suits, costs (including costs of suit, attorneys' fees and costs of investigation) and actions of any kind, foreseen or unforeseen, arising or alleged to arise by reason of injury to or death of any person or damage to or loss of property, occurring on, in, or about the Premises, or by reason of any other claim whatsoever of any person or party, occasioned, directly or indirectly, wholly or partly: (a) by any act or omission on the part of Tenant or any Tenant Representative; (b) by any breach, violation or non-performance of any covenant of Tenant under this Lease; or (c) by a Discharge of Contaminants by Tenant or Tenant's subtenants during the Lease term; regardless of whether such liability, claim, suit, cost, injury, death or damage arises from or is attributable to the concurrent negligence, willful misconduct or gross negligence of Landlord or any Landlord Indemnitee. If any action or proceeding shall be brought by or against Landlord or any Landlord Indemnitee in connection with any such liability, claim, suit, cost, injury, death or damage, Tenant, on notice from Landlord or any Landlord Indemnitee, shall defend such action or proceeding, at Tenant's expense, by or through attorneys reasonably satisfactory to Landlord or the Landlord Indemnitee. The provisions of this paragraph shall apply to all activities of Tenant or any Tenant Representative with respect to the Premises, whether occurring before or after execution of this Lease. Tenant's obligations under this paragraph shall not be limited to the coverage of insurance maintained or required to be maintained by Tenant under this Lease. Neither Landlord nor any Landlord Indemnitee shall be liable in any manner to Tenant or any Tenant Representative for any injury to or death of persons or for any loss of or damage to property, regardless of whether such loss or damage is occasioned by casualty, theft or any other cause of whatsoever nature, including loss or damage caused solely by the negligent, willful misconduct or gross negligence of Landlord or any Landlord Indemnitee. In no event shall Landlord or any Landlord Indemnitee be liable in any manner to Tenant or any Tenant Representative as the result of the acts or omissions of Tenant or a Tenant Representative and all liability therefore shall rest with Tenant. All personal property upon the Premises shall be at the risk of Tenant only, and neither Landlord nor any Landlord Indemnitee shall be liable for any damage thereto or theft thereof, whether or not due in whole or in part to the negligence, willful misconduct or gross negligence of Landlord or any Landlord Indemnitee.

7. <u>WAIVER OF SUBROGATION</u>: Regardless of the insurance coverage actually maintained by the parties under this Lease, each party, and all persons claiming by, through or under them, hereby waives all liability and all rights to recovery and subrogation against, and agrees that neither it nor its insurers will sue, the other party for any loss of or damage to property arising out of fire or casualty to the extent the same is insurable, and each party agrees that all

insurance policies relating to the Premises or Property will contain waivers by the insurer of such liability, recovery, subrogation and suit.

- 8. <u>LANDLORD WAIVER AND CONSENT</u>: Landlord agrees to execute and deliver such waivers and consents reasonably requested from time to time by Tenant's lender(s), waiving any rights that Landlord may have in Tenant's personal property and assets not affixed to the Premises (including, without limitation, inventory, accounts and equipment) now or hereafter located on the Premises and permitting such lender(s) and/or their agents to have reasonable access to the Premises to inspect and remove such property and assets in accordance with the terms and conditions of any loan and security agreements between Tenant and such lender(s). Landlord acknowledges that it does not have any security interest or other claim to such personal property and assets of Tenant and hereby waives any Landlord or other liens in favor of Landlord arising under law or otherwise.
- 9. <u>LANDLORD'S ACCESS TO PREMISES</u>: Landlord may have free access to the Premises at all reasonable times in order to examine the same or to make any alterations or repairs to the Premises which Landlord may deem necessary for the safety and/or preservation thereof without causing or permitting unreasonable disruption to Tenant's normal business operations.
- ASSIGNMENT OR SUB-LETTING: Tenant shall not pledge, assign, mortgage, hypothecate or otherwise transfer this Lease and/or its interest hereunder and/or sublease all or any portion of the Premises. Any pledge, sale, assignment, mortgage, hypothecation or other transfer of substantially all of Tenant's assets, whether voluntary or involuntary, pursuant to attachment or foreclosure, or arising from any merger, consolidation or otherwise, or by any operation of law, shall be deemed an assignment of this Lease in violation of this provision. Any attempt to pledge, assign, mortgage, hypothecate or otherwise transfer this Lease or sublet all or any portion of the Premises in violation of this provision shall be deemed void ab initio and Landlord shall have the right to terminate this Lease upon any such attempted transfer or subletting. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims, demands, fines, suits, actions, proceedings, orders, decrees and judgments of any kind or nature by or in favor of anyone whomsoever and from and against any and all reasonable out-of-pocket costs and expenses, including reasonable attorneys' fees resulting in whole or in part out of any third party's use of the Premises.
- 12. <u>REPAIRS AND MAINTENANCE</u>: Landlord shall be responsible for any maintenance and repairs of the Premises consistent with Landlord's obligations under the Master Lease. Any maintenance or repairs to the Premises required as a result of any negligent act or any omission by Tenant or any of Tenant's employees, agents, or invitees, shall be the sole responsibility of Tenant.
- 15. <u>CONDEMNATION</u>: If all or any portion of the Premises is taken under the power of eminent domain, or sold under the threat of the exercise of the power (both called "Condemnation"), this Lease shall terminate in its entirety and Tenant shall vacate the Premises.
- 16. <u>HAZARDOUS MATERIALS</u>: As used in this Lease, the term "Hazardous Material" means any flammable items, explosives, radioactive materials, hazardous or toxic substances, material or waste or related materials, including any substances defined as or included

in the definition of "hazardous substances," "hazardous wastes," "hazardous materials" or "toxic substances" now or subsequently regulated under any applicable federal, state or local laws or regulations, including without limitation petroleum-based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, PCBs and similar compounds, and including any different products and materials which are subsequently found to have adverse effects on the environment or the health and safety of persons. Tenant shall not cause or permit any Hazardous Material in quantities that violate such applicable laws to be generated, produced, brought upon, used, stored, treated or disposed of in or about the Premises by Tenant, its agents, employees, contractors, sublessees or invitees without the prior written consent of Landlord.

Tenant shall comply with applicable laws, rules, regulations and ordinances regarding the manufacture, sale, storage, distribution and disposal of Hazardous Materials, and shall save, indemnify and defend and hold harmless Landlord, its respective members, managers, officers, employees, and agents from and against any and all claims demands, suits, expenses, damages, causes of action and/or cost of abating or remediating any conditions caused by relating to the presence of Hazardous Materials on the Property to the extent that such Hazardous Materials came upon the Property as a direct result of Tenant's use of the Property after the commencement of the term of this Lease.

- 17. <u>SUBORDINATION OF LEASE</u>: Landlord reserves the right to demand and obtain from the Tenant a waiver of priority of Tenant's lien arising by virtue of the Lease, thereby subordinating Tenant's said lien in favor of a first mortgage loan, or in favor of any mortgage lien or any refinancing or replacing of a mortgage loan that may become necessary or desirable from time to time to the Landlord in the future, and Tenant, upon demand by the Landlord for same, agrees to execute at any and all times such instruments, that may be reasonably required by any such lending institution or prospective first mortgagee in order to effectuate such waiver of priority and subordination of Tenant's lien. It is a condition, however, of the subordination and lien provisions herein provided, that Landlord, at its expense, shall procure from any such mortgagee an agreement, in writing, in form and substance acceptable to Tenant, providing in substance that so long as Tenant substantially performs the obligations imposed upon Tenant hereunder within the applicable grace or cure period, its tenancy will not be disturbed, nor its rights under this Lease affected, by any default under such mortgage nor shall Tenant be named as a defendant in any foreclosure proceeding.
- 18. <u>DAMAGE OR DESTRUCTION</u>: In the event the Premises are damaged or destroyed by any peril, including but not limited to fire, wind or other casualty (with each such occurrence being a "Casualty"), at any time during this Lease, whether covered by insurance or not, Tenant shall give prompt notice thereof to Landlord and this Lease shall be immediately terminated.
- 19. <u>RISK OF LOSS</u>: All property of Tenant located on the Premises, and all property of other person(s) located on the Property, shall be so located at the risk of Tenant or such other owner(s).

20. DEFAULT:

- A. Events of Tenant Default. The following events shall be deemed to be events of default by Tenant under this Lease: (i) if Tenant shall fail to make any payment of Rent when due and such non-payment is not remedied within five (5) days after Tenant's receipt of written notice from Landlord; (ii) if Tenant shall fail to comply with any term or provision of this Lease, other than the payment of Rent, for more than ten (10) days after Landlord gives Tenant written notice of such default, or, if such default is not capable of being cured within such ten (10) day period, Tenant has not commenced such performance in good faith within such ten (10) day period and is not diligently proceeded therewith to completion; (iii) if Tenant shall become insolvent, or shall make a transfer in fraud of its creditors; (iv) if a receiver or trustee shall be appointed for all or substantially all of the assets of Tenant, or (v) Tenant shall be the subject (voluntarily or involuntarily) of an order for relief under any chapter of the United States Bankruptcy Code or shall otherwise be a subject of a case or proceeding under any federal or state bankruptcy law now or hereafter existing or shall become insolvent in the bankruptcy or equity sense, and such order of relief shall not be dismissed or otherwise resolved within 60 days.
- B. Landlord's Remedies. Upon the occurrence of any such event of default, Landlord may terminate this Lease and Tenant's right to possession of the Premises. In the event Landlord terminates the Lease, Tenant shall immediately surrender the Premises to Landlord. Landlord shall also have all other remedies set forth in this Lease or available at law or in equity. All rights and remedies of Landlord shall be cumulative, and none shall exclude any other right or remedy allowed hereunder or at law or in equity. In addition to the other remedies provided in this Lease, Landlord shall be entitled to the restraint by injunction of the violation or attempted violation of any of the covenants, agreements or conditions of this Lease. Tenant shall promptly pay upon notice thereof all of Landlord's reasonable costs, charges and expenses (including the reasonable fees and out-of-pocket expenses of legal counsel, agents and others retained by Landlord) incurred in successfully enforcing Tenant's obligations hereunder or incurred by Landlord in any litigation, negotiation or transaction in which Tenant causes Landlord, without Landlord's fault, to become involved or concerned.

No remedy herein or other conferred upon or reserved to Landlord shall be considered to exclude or suspend any other remedy but the same shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity or by statute, and every power and remedy given by this Lease to Landlord may be exercised from time to time as often as occasion may rise or as may be deemed expedient. No delay or omission of Landlord to exercise any right or power arising from any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Neither the rights herein given to receive, collect, sue for or distrain for any rent or rents, monies or payments, or to enforce the terms, provisions and conditions of this Lease, or to prevent the breach of any such right or of any other right or remedy hereunder or otherwise granted or arising, shall in any way affect or impair or toll the right or power of Landlord to declare the Lease Term hereby granted ended, and to terminate this Lease as provided for in this Lease, or to repossess without terminating the Lease, because of any default in or breach of the covenants, provisions or conditions of this Lease.

C. <u>Landlord's Right to Cure Tenant Defaults</u>. In addition to Landlord's other remedies, if Tenant shall at any time or from time to time fail to make any payment or perform any other act on its part to be made or performed under this Lease, Landlord may, but shall not be obligated to, without waiving or releasing Tenant from any obligation under this Lease, make such

payment or perform such other act to the extent Landlord may deem desirable, and in connection therewith, to pay expenses and employ counsel and Tenant shall pay Landlord's reasonable attorneys' fees in connection therewith. All sums so paid by Landlord and all expenses in connection therewith shall be deemed additional rent hereunder and payable at the time of any installment of Rent thereafter becoming due and Landlord shall have the same rights and remedies for the non-payment thereof as in the case of default in the payment of Rent.

- 21. <u>WAIVER</u>: No waiver of any provision or condition expressed within this Lease shall be implied by any neglect or failure to declare a forfeiture on account of its violation, even though the violation be continued or subsequently repeated. Furthermore, no express waiver shall affect any provision or condition other than the one(s) expressly specified in such waiver. This Lease cannot be orally changed, modified or terminated.
- 22. <u>TENANT'S ESTOPPEL</u>: Tenant shall, from time to time, upon not less than ten (10) days prior written request by Landlord, execute, acknowledge and deliver to Landlord a written statement certifying that this Lease is unmodified and in full force and effect, or that this Lease is in full force and effect as modified and listing the instruments of modification; the dates to which the rents and other charges have been paid; and, whether or not to the best of Tenant's knowledge Landlord is in default hereunder and, if so, specifying the nature of any such default. Landlord and Tenant hereby intend that any such statement delivered pursuant to this paragraph may be relied upon by any prospective purchaser of Landlord's interest, mortgage of Landlord's interest and/or assignee of any mortgage upon Landlord's interest in the Premises.
- 23. <u>NOTICES</u>: Unless otherwise agreed in writing by the parties hereto, all notices under and payments made pursuant to this Lease shall be given or made to the respective parties at the addresses set forth above. Otherwise, notice may be given at such other address as Landlord or Tenant may hereafter designate to the other in writing. Any notice to be given by either party to the other under any provision of this Lease shall be deemed to have been duly delivered when such notice is mailed nationally recognized, receipted, overnight courier or by United States certified or registered mail, return receipt requested, at the addresses set forth herein or otherwise properly designated.
- 24. <u>HOLDOVER</u>: In the event Tenant shall holdover beyond the Term of this Lease or in any circumstance wherein Tenant is required to tender possession of the Premises to Landlord, such holdover tenancy shall be a month-to-month tenancy only. Tenant shall during any such holdover period pay to Landlord a monthly rental equal to Five Hundred and No/100 Dollars (\$500.00) per day. Both Landlord and Tenant may terminate such month-to-month tenancy at any time by giving the other party hereto not less than thirty (30) days prior written notice of its intention to terminate hereunder.
- 25. <u>QUIET POSSESSION</u>: Tenant, upon paying all Rent as and when due, and observing, performing and keeping all of the provisions of this Lease on its part to be observed, performed and kept, shall lawfully, peaceably and quietly have, hold and enjoy the Premises during the Term, or any extension thereof, without hindrance, ejection or molestation by Landlord or any person(s) claiming under Landlord. In the event the Premises is sold to a third party, including the Village of East Dundee, the Landlord shall remain liable for any responsibilities of the Landlord under this Lease.

- 26. <u>SURRENDER</u>: Upon the expiration of the term of this Lease or any extension thereof, or upon any other termination of this Lease, or upon the termination of the tenancy from month-to-month as provided hereinbefore, Tenant shall surrender the Premises to the Landlord in substantially the same condition as on the first day of the Term subject, however, to ordinary wear and tear and any casualty provided for herein.
- 27. <u>SEVERABILITY</u>: In the event that any provision of this Lease is declared to be illegal or invalid, only such provision shall be affected, and this Lease shall then be construed and enforced as if such provision had not been contained herein, and all other provisions not directly dependent thereon shall remain in full force and effect.
- 28. <u>SUCCESSORS, HEIRS AND ASSIGNS</u>: This Lease and all promises, covenants and conditions contained herein shall be binding upon and shall inure to the benefit of the successors, heirs and assigns of Tenant and the successors, heirs and assigns of Landlord; provided, however, that no assignment/sublease by the Tenant in violation of the provisions hereinbefore contained shall vest in the assignee/sublessee any right, title or interest whatsoever.
- 29. <u>APPLICABLE LAW</u>: This Lease shall be construed and governed in accordance with the laws of the State of Illinois.
- 30. <u>COMPLETE AGREEMENT</u>: Landlord and Tenant intend and expressly agree that all previous negotiations, inducements, promises and conditions have been merged into and superseded by this Lease which represents the entire understanding and agreement between them.
- 31. <u>EXECUTION OF LEASE</u>: This Lease may be executed in counterparts and, when all counterparts are executed, the counterparts shall constitute a single binding instrument.
- 32. <u>ATTORNEYS' FEES:</u> Tenant shall pay all of Landlord's costs and fees, including reasonable attorneys' fees, associated with Landlord's enforcement of this Lease.
- 33. <u>JURISDICTION:</u> The parties hereto agree that any legal action initiated by either party to determine or enforce any rights hereunder shall lie exclusively in the Circuit Court of the Sixteenth Judicial Court, Kane County, Illinois.
- 34. <u>JURY WAIVER:</u> The parties hereto further agree that in any action brought by either party, both parties waive the right to have any such action heard and determined by a jury.
- 35. <u>REMOVAL OF PROPERTY UPON TERMINATION:</u> Upon termination of the Lease, Tenant shall be responsible for removing all items of personal property belonging to Tenant and all waste caused by Tenant from the Premises and will leave the Premises in broom clean condition.
- 36. <u>CHANGE OF OWNERSHIP OF THE PROPERTY</u>: In the event the Village of East Dundee ("Village") assumed ownership of the Property and the Master Lease is executed by DeLoris Doederlein as tenant and the Village as landlord then this Lease shall be determined to be a sublease under the Master Lease and shall be assigned by DeLoris Doederlein to the Village with

the understanding and agreement by DeLoris Doederlein that she will continue to be responsible for the responsibilities of the Landlord herein, including but not limited to any repair or maintenance provisions, and she will receive any Rent or other compensation from Tenant but the Village will be considered a Landlord for the other provisions of the Lease, including but not limited to Insurance and Indemnity and Tenant will provide a Certificate of Insurance, naming the Village as the insured Landlord in accordance with Exhibit B.

Agreement dated as of the date and year first above writter	1.
LANDLORD:	
Deloris Doederlein	
TENANT:	
Greg Capocasa, d/b/a	
Mid Valley Glass & Service	
Greg Capocasa	

IN WITNESS WHEREOF, Landlord and Tenant have executed this Commercial Lease

EXHIBIT A USE

Glass servicing company including but not limited to glass repair ("Business") and the following other activities:
Storage of following Vehicles:
Utilization of the following Equipment in the Business:
Storage of the following Product:
Repair of the vehicles and equipment used in the Business
Office for the Business.
Storage and location of the following Hazardous Materials:

EXHIBIT B MINIMUM ACCEPTABLE INSURANCE REQUIREMENTS FOR SUBTENANTS/CONTRACTORS

During the term of the Master Lease with the Village of East Dundee (Landlord for this Exhibit B), DeLoris Doederlein will require the Tenant, at their own expense, to have in effect the coverages listed below. The Tenant shall also require the same from all of its contractors engaged in work on the Premises.

All policies shall be taken out with insurers that are acceptable to Landlord and in form satisfactory to Landlord. Tenant agrees that certificates of insurance, or, if required by Landlord or the mortgagees of Landlord, certified copies of each such insurance policy, will be delivered to Landlord as soon as practicable after the placing of the required insurance. Tenant shall, contemporaneously with the execution of this Lease, provide Landlord with a certificate of insurance as written evidence of the insurance in force, and renewals thereof shall be delivered to Landlord at least thirty (30) days prior to the expiration of the respective policy terms. All policies shall contain an undertaking by the insurers to notify Landlord and the mortgagees of Landlord in writing not less than thirty (30) days before any material change, reduction in coverage, cancellation, or other termination thereof.

Required limits:

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Coverage should include premises operations, products and completed operations, broad form property damage, contractual liability, independent contractors, and personal and advertising injury with minimum limits of \$1,000,000 limit per occurrence for bodily injury and property damage; \$2,000,000 aggregate. The policy shall include the Village of East Dundee and its subsidiaries, affiliates, officers, directors and employees as additional insureds. The coverage provided by the additional insured endorsement shall be primary without right of contribution by any coverage carried by the Village of East Dundee and its subsidiaries, affiliates, officers, directors and employees. The policy shall include a waiver of subrogation endorsement in favor of the Village of East Dundee and its subsidiaries. The policy shall contain a severability of interest clause for all additional insureds with no cross suits liability exclusion. Coverage shall not contain an exclusion for bodily injury or property damage after work is completed or is put to its intended use.

Workers Compensation:

Workers compensation coverage: statutory limits required by all authorities having jurisdiction in locations in which any subtenants operates,

Employers liability coverage:

- \$1,000,000 Bodily injury by accident each accident
- \$1,000,000 Bodily injury by disease each employee
- \$1,000,000 Bodily injury by disease policy limit

The Employers Liability Limits may be combined with either an Excess or Umbrella Liability policy.

The policy shall include a waiver of subrogation endorsement in favor of the Village of East Dundee and its subsidiaries.

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Coverage excess of general liability, auto liability and employer's liability in an amount of at least \$1,000,000 per occurrence with defense outside the limit.

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The Subtenant shall be responsible for any loss or damage to any property owned by, or in control of, Subtenant, including, without limitation, tools, equipment and materials.

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Any deductibles must be declared to and approved by the Village of East Dundee. Any changes to the coverages required must be authorized in advance by the Village of East Dundee and be documented in writing. The certificate shall provide that 30 days prior written notice of cancellation be given to the Village of East Dundee and its subsidiaries. Certificates for renewal policies must be issued 10 days prior to the renewal date. All liability policies for injury and property damage shall be issued on the "occurrence" form. All coverages must be in a company approved to do business in the state and carrying a rating of at least A- VII by A.M. Best's. Coverages for Subtenants must have a carrier rating of at least A- VII by A.M. Best's. Tenant shall be responsible for assuring that all Subtenants are properly insured and maintain the same coverages, terms, and conditions as required by this agreement. The Village of East Dundee reserves the right to increase or expand these requirements when it deems prudent. Subtenant's property (auto, contents, tools, equipment and stock), are their own responsibility and not the responsibility of the Village for theft, destruction or fire.

EXHIBIT C

TITLE COMMITMENT

ALTA COMMITMENT FOR TITLE INSURANCE

issued By:



Commitment Number.

CCHI2301625LD

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Chicago Title Insurance Company

By:

Michael J. Nolan, President

Countersigned By:

Michael J. Nolan Authorized Officer or Agent Attest:

Marjorie Nemzura, Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice: the Commitment to Issue Policy, the Commitment Conditions; Schedule A; Schedule B, Part F.Requirements; Schedule B, Part III-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Page 1

IL-CT-FA83-92190.231406-8P3-1-23-CCH92301625LD

Transaction Identification Data for reference only:

ORIGINATING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Chicago Title Insurance Company 10 South LaSale Street, Suite 3100 Chicago, tl. 60603 Main Phone: (312/223-4627 Email: chicagocommercial@ctt.com	Chicago Title and Trust Company 10 South LaSalle Street, Suite 3100 Chicago, IL 60603 Main Phone: (312)223-4627 Main Fax: (312)223-3018

Order Number: CCHi2301625LD

Property Ref.: Elrod - 110 Railroad Street, East Dundee, IL

SCHEDULE A

1. Commitment Date: March 20, 2023

2. Policy to be issued:

(a) ALTA Owner's Policy 2006

Village of East Dundee Proposed Insured:

Proposed Policy Amount: \$800,000.00

(b) ALTA Loan Policy 2006

Lender with a contractual obligation under a loan agreement with the Proposed Proposed Insured:

Insured for an Owner's Policy

Proposed Policy Amount: \$10,000.00

3. The estate or interest in the Land described or referred to in this Commitment is:

Fee Simple

4. The Title is, at the Commitment Date, vested in:

Deloris Doederlein or Frederic E. Doederlein, Trustees, or their successors in trust under the Deloris Doederlein Living Trust, dated September 26, 1995.

5. The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

END OF SCHEDULE A

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ALTA Commitment for Tibe Insurance (88/01/2016)

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EXHIBIT "A" Legal Description

PARCEL 1:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTHERLY LINE OF RAILROAD STREET 22.5 FEET WESTERLY OF, MEASURED AT RIGHT ANGLES, THE CENTER LINE OF THE MAIN TRACK OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY AS NOW LOCATED AND ESTABLISHED; THENCE SOUTHERLY PARALLEL WITH THE CENTER LINE OF SAID MAIN TRACK TO THE CENTER LINE OF HILL STREET (FORMERLY SOUTH STREET); THENCE WESTERLY ALONG THE CENTER LINE OF SAID HILL STREET TO THE EASTERLY LINE, EXTENDED SOUTHERLY, OF BLOCK 1 OF EDWARD'S ADDITION TO DUNDEE; THENCE NORTHERLY ALONG THE EXTENSION OF AND THE EASTERLY LINE OF SAID BLOCK 1 TO THE SOUTHERLY LINE OF SAID RAILROAD STREET; THENCE EASTERLY ALONG SAID SOUTHERLY LINE TO THE POINT OF BEGINNING, IN THE VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS,

PARCEL 2:

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 AND 11 IN BLOCK 1 OF EDWARDS'S ADDITION TO THE VILLAGE OF EAST DUNDEE. IN KANE COUNTY, ILLINOIS.

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ALTA Commitment for Title Insurance (CRO1/2015)

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SCHEDULE B, PART I REQUIREMENTS

All of the following Requirements must be met:

- The Proposed Insured must notify the Company in writing of the name of any party not referred to in this
 Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then
 make additional Requirements or Exceptions.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
- Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
- Be advised that the "good funds" of the title insurance act (215 ILCS 155/26) became effective 1-1-2010. This act
 places limitations upon the settlement agent's ability to accept certain types of deposits into escrow. Please contact
 your local Chicago Title office regarding the application of this new law to your transaction.
- 7. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois notary public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.
- 8. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's Policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.

END OF SCHEDULE B, PART I

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SCHEDULE B, PART II EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

General Exceptions

- 1. Rights or claims of parties in possession not shown by Public Records.
- Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.
- 3. Easements, or claims of easements, not shown by the Public Records.
- Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
- 5. Taxes or special assessments which are not shown as existing liens by the Public Records.
- We should be furnished a properly executed ALTA statement and, unless the land insured is a condominium unit, a survey if available. Matters disclosed by the above documentation will be shown specifically
- Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
- B 8. Note for additional information: the County Recorder requires that any documents presented for recording contain the following information:
 - A. The name and address of the party who prepared the document;
 - B. The name and address of the party to whom the document should be mailed after recording;
 - C. All permanent real estate tax index numbers of any property legally described in the document;
 - D. The address of any property legally described in the document:
 - E. All deeds should contain the address of the grantee and should also note the name and address of the party to whom the tax bills should be sent.
 - F. Any deeds conveying unsubdivided land, or, portions of subdivided and, may need to be accompanied by a properly executed "plat act affidavit."

In addition, please note that the certain municipalities located in the County have enacted transfer tax ordinances. To record a conveyance of land located in these municipalities, the requirements of the transfer tax ordinances must be met. A conveyance of property in these cities may need to have the

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ALTA Commitment for Tibe Insurance (08/01/2016)

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SCHEDULE B, PART II EXCEPTIONS

(continued)

appropriate transfer tax stamps affixed before it can be recorded,

This exception will not appear on the policy when issued.

H 9. Taxes for the year 2022 and 2023.

Taxes for the year 2022 and 2023 are not yet due or payable.

Taxes for the year 2021, amounting to \$7,549.48 are marked paid of record. Permanent Index Number: 03-23-314-007-0000 1 of 2 (Affects Parcel 1)

Taxes for the year 2021, amounting to \$13,396.50 are marked paid of record. Permanent Index Number: 03-23-314-001-0000 2 of 2 (Affects Parcel 2)

- 10. The land lies within the boundaries of a Special Service Area as disclosed by ordinance recorded as Document No. 1998 00468, and is subject to additional taxes under the terms of said ordinance and subsequent related ordinances.
- C 11. Note: The land lies within a county which is subject to the Predatory Lending Database Act (765 iLCS 77/70 et seq. as amended). A Certificate of Compliance with the act or a Certificate of Exemption therefrom must be obtained at time of closing in order for the Company to record any insured mortgage. If the closing is not conducted by the company, a certificate of compliance or a certificate of exemption must be attached to any mortgage to be recorded.

Note: for Cook, Kane, Will and Peoria counties, the act applies to mortgages recorded on or after July 1, 2010.

- L 12. Note: Our searches appear to indicate that the subject land is not presently encumbered by a recorded Mortgage. This must be substantiated by a sworn statement from the party in title, and this commitment is subject to such further exceptions, if any, as may be deemed necessary
- W 13. Proceedings pending in the Circuit Court of Kane County, in Case No. 2022-ED-000035, filed November 7, 2022, by Village of East Dundee, an Illinois municipal corporation, against Deloris Doederlein as Trustee of the Deloris Doederlein Living Trust for Condemnation Proceedings.

The Lis Pendens recorded on February 1, 2023 as Document No. 2023K3330 may be defective in that the Land therein described does not match the Permanent Index Numbers disclosed in the document, and the Defendants do not appear to be the record owners of that parcel of Land. This should be explained and this commitment is subject to further exceptions deemed necessary..

Note: A complete examination of the above item has not been made.

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ALTA Commitment for Tibe Insurance (08/01/2066)

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SCHEDULE B, PART II **EXCEPTIONS**

(continued)

D	14.	Existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
E	15.	The Company should be furnished a statement that there is no property manager employed to manage the Land, or, in the alternative, a final lien waiver from any such property manager.
N	16.	The Land described in Schedule A either is unsubdivided property or constitutes part of a subdivided lot. As a result, a Plat Act Affidavit should accompany any conveyance to be recorded. In the alternative, compliance should be had with the provisions of the Plat Act (765 ILCS 205/1 et seq.)
		(Affects Parcel 1)
U	17.	Terms, powers, provisions, and limitations of the Trust under which title to the Land is held.
М	18.	Satisfactory evidence should be furnished that Trust noted in Schedule A, Parcels 1 and 2 is still in full force and effect and this commitment is subject to such further exceptions as may be deemed necessary
0	19.	The Company should be furnished the following:
		 (a) A Certification of Trust executed by the trustee in accordance with 760 fLCS 5/8.5, together with excerpts of the trust agreement and amendments thereto relating to the designation of trustees and the power of the trustee to act in the current transaction, or (b) In the alternative, the trustee, in his or her sole discretion, may deliver to the Company a full copy of the trust agreement together with all amendments thereto.
		The Company reserves the right to add additional items or make further requirements after review of the requested documentation.
٧	20.	Since a governmental entity will hold title to the land, any conveyance or mortgage of the land is subject to the limitations and conditions imposed by law. Proof of compliance with the same should be furnished.
P	21.	Public and quasi public public utilities easements.
Q	22.	Rights of the public, the State of Illinois and the municipality in and to that part of the Land, if any, taken or used for road purposes.
F	23.	Note for information (Endorsement Requests):
		Afl endorsement requests should be made prior to closing to allow ample time for the company to examine required Documentation.
		Note: before any endorsements can be approved, we should be informed as to the land use and as to what type of structure is on the land.

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counter-signature by the Company or its issuing agent that may be in electronic form.

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SCHEDULE B, PART II **EXCEPTIONS**

(continued)

(This note will be waived for the policy,)

24. Informational Note:

To schedule any closings in the Chicago Commercial Center, please call (312)223-2707.

END OF SCHEDULE B, PART B

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ALTA Commitment for Title Insurance (08/01/20/6)

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of brust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy". Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person Identified in Schedule A as the Proposed Insured of each Poticy to be Issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be Issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of Imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.
- If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to issue Policy, this
 Commitment terminates and the Company's Nability and obligation end.
- 3. The Company's Rability and obligation is limited by and this Commitment is not valid without:
 - (a) the Notice;
 - (b) the Commitment to Issue Policy,
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B. Part I-Requirements:
 - (f) Schedule 5, Part II-Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any flability of the Company is limited by Commitment Condition 5. The Company shall not be flable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's Bability under Commitment Condition 4 is limited to the Proposed Insured's actual expense Incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith relance to:
 - (i) comply with the Schedule 8, Part I-Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - (iii) adquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be flable under Commitment Condition S(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense Incurred in good faith and described in Commitment Conditions 5(a)(ii) birough 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any,
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless at of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.

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(continued)

- (c) Until the Potcy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, retailing to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only itability will be under the Policy.
- 7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing tible insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed insured, a pro-forma policy filustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment So Insure

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matiers when the Proposed Policy Amount is Two Million And No/10d Dollars (\$2,000,000.00) or less shall be aroltrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.ata.org/arbitration.

END OF CONDITIONS

1031 EXCHANGE SERVICES

If your transaction involves a tax deferred exchange, we offer this service through our 1031 division, IPX1031. As the nation's largest 1031 company, IPX1031 offers guidance and expertise. Security for Exchange funds includes segregated bank accounts and a 100 million dollar Fidelity Bond. Fidelity National Title Group also provides a 50 million dollar Performance Guaranty for each Exchange. For additional information, or to set-up an Exchange, please call Scott Nathanson at (312)223-2178 or Anna Barsky at (312)223-2169.

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EXHIBIT D

PERSONAL PROPERTY

Any electrical, water, sanitary, lighting, security, heating and cooling systems and components as well as all personal property attached to the Property and used in the running of the Property as well as any specific personal property identified by the Seller and Purchaser in a joint walkthrough to take place within 20 days after the execution of this Agreement.

At the conclusion of the Lease, any personal property remaining on the Property will belong to the Village of East Dundee who will be responsible for the removal and disposal of such personal property at no charge to Seller.

EXHIBIT E

SELLER LEASES

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement ("Lease") dated as of October ______, 2023, is made by and between DeLoris Doederlein (hereinafter the "Landlord") and Bonkoski Lawn Care, Inc., an Illinois corporation (hereinafter the "Tenant").

RECITALS

A. Landlord leases that certain property commonly known as 110 Railroad Street, Ea	ast
Dundee, Illinois 60118 (the "Property") pursuant to that certain Industrial Lease Agreement	by
and between Village of East Dundee, Illinois, as landlord, and DeLoris Doederlein, as tenant, dat	
, 2023 (the "Master Lease").	

B. Landlord desires to sublease on a non-exclusive basis the Property to Tenant pursuant to the terms hereof.

AGREEMENT

- 1. <u>DESCRIPTION OF PREMISES:</u> Landlord, for and in consideration of the rents, covenants and agreements hereinafter mentioned and agreed to be paid, kept and performed by Tenant, by these presents does lease to Tenant on a non-exclusive basis the Property together with all improvements thereon, and all appurtenant rights of ingress and egress and all other easements and rights appurtenant thereto (hereinafter collectively referred to as the "*Premises*").
- 2. <u>USE OF PREMISES</u>: Tenant shall use the Premises for the operation of a lawn care company as more specifically described on Exhibit A attached hereto and incorporated by this reference and which includes a list of the Hazardous Materials (as defined in Section 16) and the quantities maintained on the Premises and the location of such Hazardous Materials. Tenant shall not use the Premises for any unlawful purpose. In using the Premises, Tenant shall comply with all applicable federal, state, and local laws governing the use thereof. Tenant shall use best efforts to prevent the Premises from being damaged by the negligence or willful misconduct of its employees. Tenant will not commit waste on the Premises, or cause or permit pipes, lines, conduits, fixtures, or appliances in the Premise to be ruined or damaged by freezing, excessive heat, or lack of reasonable care, maintenance, or repair. Tenant shall operate its business in a safe and proper manner as is normal, considering the uses of the Premises above provided; and shall not manufacture, store, display or maintain any products or materials that will endanger the Premises; shall not use the plumbing for any other purpose than for which it was constructed; shall not make or permit any unreasonable noise and/or odor objectionable to the public or neighbors.
- 3. <u>DELIVERY OF POSSESSION</u>: Landlord shall deliver the non-exclusive possession of the Premises to Tenant at the beginning of the Initial Term of this Lease.
- 4. <u>TERM</u>: The term of this Lease shall be for a period commencing on the date hereof and continuing on a month-to-month basis thereafter until the earlier of: (i) the termination of the Master Lease, for any reason whatsoever, (ii) the Landlord's abandonment of the Premises pursuant to the terms of the Master Lease or (iii) the termination of this Lease pursuant to the terms hereof.

- 5. <u>RENT</u>: Without demand or setoff, Tenant shall pay to Landlord as annual Rent during the Term the sum of Six Thousand and No/100 Dollars (\$6,000.00). The Rent shall be paid to Landlord upon execution of this Lease. In the event the Premises is sold to the Village of East Dundee, the Landlord shall not credit any of the Rent hereunder to the Village of East Dundee, and Tenant shall look solely to Landlord for any reimbursement of Rent in the event of any early termination of this Lease.
- 6. <u>INSURANCE AND INDEMNITY</u>: Tenant shall, during the lease Term, at Tenant's own expense, obtain and keep in force, such insurance as outlined in Exhibit B attached hereto and made a part hereof.

Neither Landlord nor Landlord's Indemnitees shall be liable for and Tenant shall indemnify and save harmless Landlord and Landlord's Indemnitees from and against any and all liabilities, damages, claims, suits, costs (including costs of suit, attorneys' fees and costs of investigation) and actions of any kind, foreseen or unforeseen, arising or alleged to arise by reason of injury to or death of any person or damage to or loss of property, occurring on, in, or about the Premises, or by reason of any other claim whatsoever of any person or party, occasioned, directly or indirectly, wholly or partly: (a) by any act or omission on the part of Tenant or any Tenant Representative; (b) by any breach, violation or non-performance of any covenant of Tenant under this Lease; or (c) by a Discharge of Contaminants by Tenant or Tenant's subtenants during the Lease term; regardless of whether such liability, claim, suit, cost, injury, death or damage arises from or is attributable to the concurrent negligence, willful misconduct or gross negligence of Landlord or any Landlord Indemnitee. If any action or proceeding shall be brought by or against Landlord or any Landlord Indemnitee in connection with any such liability, claim, suit, cost, injury, death or damage, Tenant, on notice from Landlord or any Landlord Indemnitee, shall defend such action or proceeding, at Tenant's expense, by or through attorneys reasonably satisfactory to Landlord or the Landlord Indemnitee. The provisions of this paragraph shall apply to all activities of Tenant or any Tenant Representative with respect to the Premises, whether occurring before or after execution of this Lease. Tenant's obligations under this paragraph shall not be limited to the coverage of insurance maintained or required to be maintained by Tenant under this Lease. Neither Landlord nor any Landlord Indemnitee shall be liable in any manner to Tenant or any Tenant Representative for any injury to or death of persons or for any loss of or damage to property, regardless of whether such loss or damage is occasioned by casualty, theft or any other cause of whatsoever nature, including loss or damage caused solely by the negligent, willful misconduct or gross negligence of Landlord or any Landlord Indemnitee. In no event shall Landlord or any Landlord Indemnitee be liable in any manner to Tenant or any Tenant Representative as the result of the acts or omissions of Tenant or a Tenant Representative and all liability therefore shall rest with Tenant. All personal property upon the Premises shall be at the risk of Tenant only, and neither Landlord nor any Landlord Indemnitee shall be liable for any damage thereto or theft thereof, whether or not due in whole or in part to the negligence, willful misconduct or gross negligence of Landlord or any Landlord Indemnitee.

7. <u>WAIVER OF SUBROGATION</u>: Regardless of the insurance coverage actually maintained by the parties under this Lease, each party, and all persons claiming by, through or under them, hereby waives all liability and all rights to recovery and subrogation against, and agrees that neither it nor its insurers will sue, the other party for any loss of or damage to property

arising out of fire or casualty to the extent the same is insurable, and each party agrees that all insurance policies relating to the Premises or Property will contain waivers by the insurer of such liability, recovery, subrogation and suit.

- 8. <u>LANDLORD WAIVER AND CONSENT</u>: Landlord agrees to execute and deliver such waivers and consents reasonably requested from time to time by Tenant's lender(s), waiving any rights that Landlord may have in Tenant's personal property and assets not affixed to the Premises (including, without limitation, inventory, accounts and equipment) now or hereafter located on the Premises and permitting such lender(s) and/or their agents to have reasonable access to the Premises to inspect and remove such property and assets in accordance with the terms and conditions of any loan and security agreements between Tenant and such lender(s). Landlord acknowledges that it does not have any security interest or other claim to such personal property and assets of Tenant and hereby waives any Landlord or other liens in favor of Landlord arising under law or otherwise.
- 9. <u>LANDLORD'S ACCESS TO PREMISES</u>: Landlord may have free access to the Premises at all reasonable times in order to examine the same or to make any alterations or repairs to the Premises which Landlord may deem necessary for the safety and/or preservation thereof without causing or permitting unreasonable disruption to Tenant's normal business operations.
- ASSIGNMENT OR SUB-LETTING: Tenant shall not pledge, assign, mortgage, hypothecate or otherwise transfer this Lease and/or its interest hereunder and/or sublease all or any portion of the Premises. Any pledge, sale, assignment, mortgage, hypothecation or other transfer of substantially all of Tenant's assets, whether voluntary or involuntary, pursuant to attachment or foreclosure, or arising from any merger, consolidation or otherwise, or by any operation of law, shall be deemed an assignment of this Lease in violation of this provision. Any attempt to pledge, assign, mortgage, hypothecate or otherwise transfer this Lease or sublet all or any portion of the Premises in violation of this provision shall be deemed void ab initio and Landlord shall have the right to terminate this Lease upon any such attempted transfer or subletting. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims, demands, fines, suits, actions, proceedings, orders, decrees and judgments of any kind or nature by or in favor of anyone whomsoever and from and against any and all reasonable out-of-pocket costs and expenses, including reasonable attorneys' fees resulting in whole or in part out of any third party's use of the Premises.
- 12. <u>REPAIRS AND MAINTENANCE</u>: Landlord shall be responsible for any maintenance and repairs of the Premises consistent with Landlord's obligations under the Master Lease. Any maintenance or repairs to the Premises required as a result of any negligent act or any omission by Tenant or any of Tenant's employees, agents, or invitees, shall be the sole responsibility of Tenant.
- 15. <u>CONDEMNATION</u>: If all or any portion of the Premises is taken under the power of eminent domain, or sold under the threat of the exercise of the power (both called "Condemnation"), this Lease shall terminate in its entirety and Tenant shall vacate the Premises.
- 16. <u>HAZARDOUS MATERIALS</u>: As used in this Lease, the term "Hazardous Material" means any flammable items, explosives, radioactive materials, hazardous or toxic

substances, material or waste or related materials, including any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials" or "toxic substances" now or subsequently regulated under any applicable federal, state or local laws or regulations, including without limitation petroleum-based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, PCBs and similar compounds, and including any different products and materials which are subsequently found to have adverse effects on the environment or the health and safety of persons. Tenant shall not cause or permit any Hazardous Material in quantities that violate such applicable laws to be generated, produced, brought upon, used, stored, treated or disposed of in or about the Premises by Tenant, its agents, employees, contractors, sublessees or invitees without the prior written consent of Landlord.

Tenant shall comply with applicable laws, rules, regulations and ordinances regarding the manufacture, sale, storage, distribution and disposal of Hazardous Materials, and shall save, indemnify and defend and hold harmless Landlord, its respective members, managers, officers, employees, and agents from and against any and all claims demands, suits, expenses, damages, causes of action and/or cost of abating or remediating any conditions caused by relating to the presence of Hazardous Materials on the Property to the extent that such Hazardous Materials came upon the Property as a direct result of Tenant's use of the Property after the commencement of the term of this Lease.

- 17. <u>SUBORDINATION OF LEASE</u>: Landlord reserves the right to demand and obtain from the Tenant a waiver of priority of Tenant's lien arising by virtue of the Lease, thereby subordinating Tenant's said lien in favor of a first mortgage loan, or in favor of any mortgage lien or any refinancing or replacing of a mortgage loan that may become necessary or desirable from time to time to the Landlord in the future, and Tenant, upon demand by the Landlord for same, agrees to execute at any and all times such instruments, that may be reasonably required by any such lending institution or prospective first mortgagee in order to effectuate such waiver of priority and subordination of Tenant's lien. It is a condition, however, of the subordination and lien provisions herein provided, that Landlord, at its expense, shall procure from any such mortgagee an agreement, in writing, in form and substance acceptable to Tenant, providing in substance that so long as Tenant substantially performs the obligations imposed upon Tenant hereunder within the applicable grace or cure period, its tenancy will not be disturbed, nor its rights under this Lease affected, by any default under such mortgage nor shall Tenant be named as a defendant in any foreclosure proceeding.
- 18. <u>DAMAGE OR DESTRUCTION</u>: In the event the Premises are damaged or destroyed by any peril, including but not limited to fire, wind or other casualty (with each such occurrence being a "Casualty"), at any time during this Lease, whether covered by insurance or not, Tenant shall give prompt notice thereof to Landlord and this Lease shall be immediately terminated.
- 19. <u>RISK OF LOSS</u>: All property of Tenant located on the Premises, and all property of other person(s) located on the Property, shall be so located at the risk of Tenant or such other owner(s).

20. DEFAULT:

- A. Events of Tenant Default. The following events shall be deemed to be events of default by Tenant under this Lease: (i) if Tenant shall fail to make any payment of Rent when due and such non-payment is not remedied within five (5) days after Tenant's receipt of written notice from Landlord; (ii) if Tenant shall fail to comply with any term or provision of this Lease, other than the payment of Rent, for more than ten (10) days after Landlord gives Tenant written notice of such default, or, if such default is not capable of being cured within such ten (10) day period, Tenant has not commenced such performance in good faith within such ten (10) day period and is not diligently proceeded therewith to completion; (iii) if Tenant shall become insolvent, or shall make a transfer in fraud of its creditors; (iv) if a receiver or trustee shall be appointed for all or substantially all of the assets of Tenant, or (v) Tenant shall be the subject (voluntarily or involuntarily) of an order for relief under any chapter of the United States Bankruptcy Code or shall otherwise be a subject of a case or proceeding under any federal or state bankruptcy law now or hereafter existing or shall become insolvent in the bankruptcy or equity sense, and such order of relief shall not be dismissed or otherwise resolved within 60 days.
- B. Landlord's Remedies. Upon the occurrence of any such event of default, Landlord may terminate this Lease and Tenant's right to possession of the Premises. In the event Landlord terminates the Lease, Tenant shall immediately surrender the Premises to Landlord. Landlord shall also have all other remedies set forth in this Lease or available at law or in equity. All rights and remedies of Landlord shall be cumulative, and none shall exclude any other right or remedy allowed hereunder or at law or in equity. In addition to the other remedies provided in this Lease, Landlord shall be entitled to the restraint by injunction of the violation or attempted violation of any of the covenants, agreements or conditions of this Lease. Tenant shall promptly pay upon notice thereof all of Landlord's reasonable costs, charges and expenses (including the reasonable fees and out-of-pocket expenses of legal counsel, agents and others retained by Landlord) incurred in successfully enforcing Tenant's obligations hereunder or incurred by Landlord in any litigation, negotiation or transaction in which Tenant causes Landlord, without Landlord's fault, to become involved or concerned.

No remedy herein or other conferred upon or reserved to Landlord shall be considered to exclude or suspend any other remedy but the same shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity or by statute, and every power and remedy given by this Lease to Landlord may be exercised from time to time as often as occasion may rise or as may be deemed expedient. No delay or omission of Landlord to exercise any right or power arising from any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Neither the rights herein given to receive, collect, sue for or distrain for any rent or rents, monies or payments, or to enforce the terms, provisions and conditions of this Lease, or to prevent the breach of any such right or of any other right or remedy hereunder or otherwise granted or arising, shall in any way affect or impair or toll the right or power of Landlord to declare the Lease Term hereby granted ended, and to terminate this Lease as provided for in this Lease, or to repossess without terminating the Lease, because of any default in or breach of the covenants, provisions or conditions of this Lease.

C. <u>Landlord's Right to Cure Tenant Defaults</u>. In addition to Landlord's other remedies, if Tenant shall at any time or from time to time fail to make any payment or perform any other act on its part to be made or performed under this Lease, Landlord may, but shall not be

obligated to, without waiving or releasing Tenant from any obligation under this Lease, make such payment or perform such other act to the extent Landlord may deem desirable, and in connection therewith, to pay expenses and employ counsel and Tenant shall pay Landlord's reasonable attorneys' fees in connection therewith. All sums so paid by Landlord and all expenses in connection therewith shall be deemed additional rent hereunder and payable at the time of any installment of Rent thereafter becoming due and Landlord shall have the same rights and remedies for the non-payment thereof as in the case of default in the payment of Rent.

- 21. <u>WAIVER</u>: No waiver of any provision or condition expressed within this Lease shall be implied by any neglect or failure to declare a forfeiture on account of its violation, even though the violation be continued or subsequently repeated. Furthermore, no express waiver shall affect any provision or condition other than the one(s) expressly specified in such waiver. This Lease cannot be orally changed, modified or terminated.
- 22. <u>TENANT'S ESTOPPEL</u>: Tenant shall, from time to time, upon not less than ten (10) days prior written request by Landlord, execute, acknowledge and deliver to Landlord a written statement certifying that this Lease is unmodified and in full force and effect, or that this Lease is in full force and effect as modified and listing the instruments of modification; the dates to which the rents and other charges have been paid; and, whether or not to the best of Tenant's knowledge Landlord is in default hereunder and, if so, specifying the nature of any such default. Landlord and Tenant hereby intend that any such statement delivered pursuant to this paragraph may be relied upon by any prospective purchaser of Landlord's interest, mortgagee of Landlord's interest and/or assignee of any mortgage upon Landlord's interest in the Premises.
- 23. <u>NOTICES</u>: Unless otherwise agreed in writing by the parties hereto, all notices under and payments made pursuant to this Lease shall be given or made to the respective parties at the addresses set forth above. Otherwise, notice may be given at such other address as Landlord or Tenant may hereafter designate to the other in writing. Any notice to be given by either party to the other under any provision of this Lease shall be deemed to have been duly delivered when such notice is mailed nationally recognized, receipted, overnight courier or by United States certified or registered mail, return receipt requested, at the addresses set forth herein or otherwise properly designated.
- 24. <u>HOLDOVER</u>: In the event Tenant shall holdover beyond the Term of this Lease or in any circumstance wherein Tenant is required to tender possession of the Premises to Landlord, such holdover tenancy shall be a month-to-month tenancy only. Tenant shall during any such holdover period pay to Landlord a monthly rental equal to Five Hundred and No/100 Dollars (\$500.00) per day. Both Landlord and Tenant may terminate such month-to-month tenancy at any time by giving the other party hereto not less than thirty (30) days prior written notice of its intention to terminate hereunder.
- 25. <u>QUIET POSSESSION</u>: Tenant, upon paying all Rent as and when due, and observing, performing and keeping all of the provisions of this Lease on its part to be observed, performed and kept, shall lawfully, peaceably and quietly have, hold and enjoy the Premises during the Term, or any extension thereof, without hindrance, ejection or molestation by Landlord or any person(s) claiming under Landlord. In the event the Premises is sold to a third party, including the

Village of East Dundee, the Landlord shall remain liable for any responsibilities of the Landlord under this Lease.

- 26. <u>SURRENDER</u>: Upon the expiration of the term of this Lease or any extension thereof, or upon any other termination of this Lease, or upon the termination of the tenancy from month-to-month as provided hereinbefore, Tenant shall surrender the Premises to the Landlord in substantially the same condition as on the first day of the Term subject, however, to ordinary wear and tear and any casualty provided for herein.
- 27. <u>SEVERABILITY</u>: In the event that any provision of this Lease is declared to be illegal or invalid, only such provision shall be affected, and this Lease shall then be construed and enforced as if such provision had not been contained herein, and all other provisions not directly dependent thereon shall remain in full force and effect.
- 28. <u>SUCCESSORS, HEIRS AND ASSIGNS</u>: This Lease and all promises, covenants and conditions contained herein shall be binding upon and shall inure to the benefit of the successors, heirs and assigns of Tenant and the successors, heirs and assigns of Landlord; provided, however, that no assignment/sublease by the Tenant in violation of the provisions hereinbefore contained shall vest in the assignee/sublessee any right, title or interest whatsoever.
- 29. <u>APPLICABLE LAW</u>: This Lease shall be construed and governed in accordance with the laws of the State of Illinois.
- 30. <u>COMPLETE AGREEMENT</u>: Landlord and Tenant intend and expressly agree that all previous negotiations, inducements, promises and conditions have been merged into and superseded by this Lease which represents the entire understanding and agreement between them.
- 31. <u>EXECUTION OF LEASE</u>: This Lease may be executed in counterparts and, when all counterparts are executed, the counterparts shall constitute a single binding instrument.
- 32. <u>ATTORNEYS' FEES:</u> Tenant shall pay all of Landlord's costs and fees, including reasonable attorneys' fees, associated with Landlord's enforcement of this Lease.
- 33. <u>JURISDICTION:</u> The parties hereto agree that any legal action initiated by either party to determine or enforce any rights hereunder shall lie exclusively in the Circuit Court of the Sixteenth Judicial Court, Kane County, Illinois.
- 34. <u>JURY WAIVER:</u> The parties hereto further agree that in any action brought by either party, both parties waive the right to have any such action heard and determined by a jury.
- 35. <u>REMOVAL OF PROPERTY UPON TERMINATION:</u> Upon termination of the Lease, Tenant shall be responsible for removing all items of personal property belonging to Tenant and all waste caused by Tenant from the Premises and will leave the Premises in broom clean condition.
- 36. <u>CHANGE OF OWNERSHIP OF PROPERTY</u>: In the event the Village of East Dundee ("Village") assumes ownership of the Property and the Master Lease is executed by

DeLoris Doederlein as tenant and the Village as landlord then this Lease shall be determined to be a sublease under the Master Lease and shall be assigned by DeLoris Doederlein to the Village with the understanding and agreement by DeLoris Doederlein that she will continue to be responsible for the responsibilities of the Landlord herein, including but not limited to any repair or maintenance provisions, and she will receive any Rent or other compensation from Tenant but the Village will be considered a Landlord for the other provisions of the Lease, including but not limited to Insurance and Indemnity and Tenant will provide a Certificate of Insurance, naming the Village as the insured Landlord in accordance with Exhibit B.

Agreement dated as of the date and year first above written.

LANDLORD:

DeLoris Doederlein

TENANT:
Bonkoski Lawn Care, Inc.,
an Illinois corporation

By:

John Bonkoski, President

I, John Bonkoski, guarantee the compliance of the Bonkowski Lawn Care Inc., an Illinois corporation with the terms of the foregoing Lease.

John Bonkoski

IN WITNESS WHEREOF, Landlord and Tenant have executed this Commercial Lease

EXHIBIT A USE

Lawn care and landscaping company includes the cutting and maintenance of off-site client's grass, shrubs and trees ("Business")

Storage of following Vehicles:

Utilization of the following Equipment in the Business:

Storage of the following Product:

Repair of the vehicles and equipment used in the Business.

Office for the Business.

Storage and location of the following Hazardous Materials:

EXHIBIT B MINIMUM ACCEPTABLE INSURANCE REQUIREMENTS FOR SUBTENANTS/CONTRACTORS

During the term of the Master Lease with the Village of East Dundee (Landlord for this Exhibit B), DeLoris Doederlein will require the Tenant, at their own expense, to have in effect the coverages listed below. The Tenant shall also require the same from all of its contractors engaged in work on the Premises.

All policies shall be taken out with insurers that are acceptable to Landlord and in form satisfactory to Landlord. Tenant agrees that certificates of insurance, or, if required by Landlord or the mortgagees of Landlord, certified copies of each such insurance policy, will be delivered to Landlord as soon as practicable after the placing of the required insurance. Tenant shall, contemporaneously with the execution of this Lease, provide Landlord with a certificate of insurance as written evidence of the insurance in force, and renewals thereof shall be delivered to Landlord at least thirty (30) days prior to the expiration of the respective policy terms. All policies shall contain an undertaking by the insurers to notify Landlord and the mortgagees of Landlord in writing not less than thirty (30) days before any material change, reduction in coverage, cancellation, or other termination thereof.

Required limits:

Commercial General Liability:

Coverage should include premises operations, products and completed operations, broad form property damage, contractual liability, independent contractors, and personal and advertising injury with minimum limits of \$1,000,000 limit per occurrence for bodily injury and property damage; \$2,000,000 aggregate. The policy shall include the Village of East Dundee and its subsidiaries, affiliates, officers, directors and employees as additional insureds. The coverage provided by the additional insured endorsement shall be primary without right of contribution by any coverage carried by the Village of East Dundee and its subsidiaries, affiliates, officers, directors and employees. The policy shall include a waiver of subrogation endorsement in favor of the Village of East Dundee and its subsidiaries. The policy shall contain a severability of interest clause for all additional insureds with no cross suits liability exclusion. Coverage shall not contain an exclusion for bodily injury or property damage after work is completed or is put to its intended use.

Workers Compensation:

Workers compensation coverage: statutory limits required by all authorities having jurisdiction in locations in which any subtenants operates,

Employers liability coverage:

- \$1,000,000 Bodily injury by accident each accident
- \$1,000,000 Bodily injury by disease each employee
- \$1,000,000 Bodily injury by disease policy limit

The Employers Liability Limits may be combined with either an Excess or Umbrella Liability policy.

The policy shall include a waiver of subrogation endorsement in favor of the Village of East Dundee and its subsidiaries.

Automobile Liability: Coverage for owned, leased, hired and non-owned vehicles with a combined single limit of \$1,000,000 for bodily injury and property damage.

The policy shall include the Village of East Dundee and its subsidiaries, affiliates, officers, directors and employees as additional insureds. The coverage provided by the additional insured endorsement shall be primary without right of contribution by any coverage carried by the Village of East Dundee and its subsidiaries, affiliates, officers, directors and employees. The policy shall include a waiver of subrogation endorsement in favor of the Village of East Dundee and its subsidiaries.

Umbrella Liability:

Coverage excess of general liability, auto liability and employer's liability in an amount of at least \$1,000,000 per occurrence with defense outside the limit.

Property, Tools and Equipment:

The Subtenant shall be responsible for any loss or damage to any property owned by, or in control of, Subtenant, including, without limitation, tools, equipment and materials.

Conditions Applying to All Coverages:

Any deductibles must be declared to and approved by the Village of East Dundee. Any changes to the coverages required must be authorized in advance by the Village of East Dundee and be documented in writing. The certificate shall provide that 30 days prior written notice of cancellation be given to the Village of East Dundee and its subsidiaries. Certificates for renewal policies must be issued 10 days prior to the renewal date. All liability policies for injury and property damage shall be issued on the "occurrence" form. All coverages must be in a company approved to do business in the state and carrying a rating of at least A- VII by A.M. Best's. Coverages for Subtenants must have a carrier rating of at least A- VII by A.M. Best's. Tenant shall be responsible for assuring that all Subtenants are properly insured and maintain the same coverages, terms, and conditions as required by this agreement. The Village of East Dundee reserves the right to increase or expand these requirements when it deems prudent. Subtenant's property (auto, contents, tools, equipment and stock), are their own responsibility and not the responsibility of the Village for theft, destruction or fire.

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement ("Lease") dated as of October ______, 2023, is made by and between DeLoris Doederlein (hereinafter the "Landlord") and Greg Capocasa, d/b/a Mid Valley Glass & Service (hereinafter the "Tenant").

RECITALS

A. Landlord leases that certain property commonly known as 110 Railroad Street, Ea	ast
Dundee, Illinois 60118 (the "Property") pursuant to that certain Industrial Lease Agreement	by
and between Village of East Dundee, Illinois, as landlord, and DeLoris Doederlein, as tenant, dat	ed
, 2023 (the "Master Lease").	

B. Landlord desires to sublease on a non-exclusive basis the Property to Tenant pursuant to the terms hereof.

AGREEMENT

- 1. <u>DESCRIPTION OF PREMISES</u>: Landlord, for and in consideration of the rents, covenants and agreements hereinafter mentioned and agreed to be paid, kept and performed by Tenant, by these presents does lease to Tenant on a non-exclusive basis the Property together with all improvements thereon, and all appurtenant rights of ingress and egress and all other easements and rights appurtenant thereto (hereinafter collectively referred to as the "*Premises*").
- 2. USE OF PREMISES: Tenant shall use the Premises for the operation of a glass servicing company including but not limited to glass repair and office uses related thereto as more specifically described on Exhibit A attached hereto and incorporated by this reference and which includes a list of the Hazardous Materials (as defined in Section 16) and the quantities maintained on the Premises and the location of such Hazardous Materials. Tenant shall not use the Premises for any unlawful purpose. In using the Premises, Tenant shall comply with all applicable federal, state, and local laws governing the use thereof. Tenant shall use best efforts to prevent the Premises from being damaged by the negligence or willful misconduct of its employees. Tenant will not commit waste on the Premises, or cause or permit pipes, lines, conduits, fixtures, or appliances in the Premise to be ruined or damaged by freezing, excessive heat, or lack of reasonable care, maintenance, or repair. Tenant shall operate its business in a safe and proper manner as is normal, considering the uses of the Premises above provided; and shall not manufacture, store, display or maintain any products or materials that will endanger the Premises; shall not use the plumbing for any other purpose than for which it was constructed; shall not make or permit any unreasonable noise and/or odor objectionable to the public or neighbors.
- 3. <u>DELIVERY OF POSSESSION</u>: Landlord shall deliver the non-exclusive possession of the Premises to Tenant at the beginning of the Initial Term of this Lease.
- 4. <u>TERM</u>: The term of this Lease shall be for a period commencing on the date hereof and continuing on a month-to-month basis thereafter until the earlier of: (i) the termination of the Master Lease, for any reason whatsoever, (ii) the Landlord's abandonment of the Premises

pursuant to the terms of the Master Lease or (iii) the termination of this Lease pursuant to the terms hereof.

- 5. <u>RENT</u>: Without demand or setoff, Tenant shall pay to Landlord as annual Rent during the Term the sum of One and No/100 Dollars (\$1.00). The Rent shall be paid to Landlord upon execution of this Lease.
- 6. <u>INSURANCE AND INDEMNITY</u>: Tenant shall, during the lease Term, at Tenant's own expense, obtain and keep in force, such insurance as outlined in Exhibit B attached hereto and made a part hereof.

Neither Landlord nor Landlord's Indemnitees shall be liable for and Tenant shall indemnify and save harmless Landlord and Landlord's Indemnitees from and against any and all liabilities, damages, claims, suits, costs (including costs of suit, attorneys' fees and costs of investigation) and actions of any kind, foreseen or unforeseen, arising or alleged to arise by reason of injury to or death of any person or damage to or loss of property, occurring on, in, or about the Premises, or by reason of any other claim whatsoever of any person or party, occasioned, directly or indirectly, wholly or partly: (a) by any act or omission on the part of Tenant or any Tenant Representative; (b) by any breach, violation or non-performance of any covenant of Tenant under this Lease; or (c) by a Discharge of Contaminants by Tenant or Tenant's subtenants during the Lease term; regardless of whether such liability, claim, suit, cost, injury, death or damage arises from or is attributable to the concurrent negligence, willful misconduct or gross negligence of Landlord or any Landlord Indemnitee. If any action or proceeding shall be brought by or against Landlord or any Landlord Indemnitee in connection with any such liability, claim, suit, cost, injury, death or damage, Tenant, on notice from Landlord or any Landlord Indemnitee, shall defend such action or proceeding, at Tenant's expense, by or through attorneys reasonably satisfactory to Landlord or the Landlord Indemnitee. The provisions of this paragraph shall apply to all activities of Tenant or any Tenant Representative with respect to the Premises, whether occurring before or after execution of this Lease. Tenant's obligations under this paragraph shall not be limited to the coverage of insurance maintained or required to be maintained by Tenant under this Lease. Neither Landlord nor any Landlord Indemnitee shall be liable in any manner to Tenant or any Tenant Representative for any injury to or death of persons or for any loss of or damage to property. regardless of whether such loss or damage is occasioned by casualty, theft or any other cause of whatsoever nature, including loss or damage caused solely by the negligent, willful misconduct or gross negligence of Landlord or any Landlord Indemnitee. In no event shall Landlord or any Landlord Indemnitee be liable in any manner to Tenant or any Tenant Representative as the result of the acts or omissions of Tenant or a Tenant Representative and all liability therefore shall rest with Tenant. All personal property upon the Premises shall be at the risk of Tenant only, and neither Landlord nor any Landlord Indemnitee shall be liable for any damage thereto or theft thereof, whether or not due in whole or in part to the negligence, willful misconduct or gross negligence of Landlord or any Landlord Indemnitee.

7. <u>WAIVER OF SUBROGATION</u>: Regardless of the insurance coverage actually maintained by the parties under this Lease, each party, and all persons claiming by, through or under them, hereby waives all liability and all rights to recovery and subrogation against, and agrees that neither it nor its insurers will sue, the other party for any loss of or damage to property arising out of fire or casualty to the extent the same is insurable, and each party agrees that all

insurance policies relating to the Premises or Property will contain waivers by the insurer of such liability, recovery, subrogation and suit.

- 8. <u>LANDLORD WAIVER AND CONSENT</u>: Landlord agrees to execute and deliver such waivers and consents reasonably requested from time to time by Tenant's lender(s), waiving any rights that Landlord may have in Tenant's personal property and assets not affixed to the Premises (including, without limitation, inventory, accounts and equipment) now or hereafter located on the Premises and permitting such lender(s) and/or their agents to have reasonable access to the Premises to inspect and remove such property and assets in accordance with the terms and conditions of any loan and security agreements between Tenant and such lender(s). Landlord acknowledges that it does not have any security interest or other claim to such personal property and assets of Tenant and hereby waives any Landlord or other liens in favor of Landlord arising under law or otherwise.
- 9. <u>LANDLORD'S ACCESS TO PREMISES</u>: Landlord may have free access to the Premises at all reasonable times in order to examine the same or to make any alterations or repairs to the Premises which Landlord may deem necessary for the safety and/or preservation thereof without causing or permitting unreasonable disruption to Tenant's normal business operations.
- ASSIGNMENT OR SUB-LETTING: Tenant shall not pledge, assign, mortgage, hypothecate or otherwise transfer this Lease and/or its interest hereunder and/or sublease all or any portion of the Premises. Any pledge, sale, assignment, mortgage, hypothecation or other transfer of substantially all of Tenant's assets, whether voluntary or involuntary, pursuant to attachment or foreclosure, or arising from any merger, consolidation or otherwise, or by any operation of law, shall be deemed an assignment of this Lease in violation of this provision. Any attempt to pledge, assign, mortgage, hypothecate or otherwise transfer this Lease or sublet all or any portion of the Premises in violation of this provision shall be deemed void ab initio and Landlord shall have the right to terminate this Lease upon any such attempted transfer or subletting. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims, demands, fines, suits, actions, proceedings, orders, decrees and judgments of any kind or nature by or in favor of anyone whomsoever and from and against any and all reasonable out-of-pocket costs and expenses, including reasonable attorneys' fees resulting in whole or in part out of any third party's use of the Premises.
- 12. <u>REPAIRS AND MAINTENANCE</u>: Landlord shall be responsible for any maintenance and repairs of the Premises consistent with Landlord's obligations under the Master Lease. Any maintenance or repairs to the Premises required as a result of any negligent act or any omission by Tenant or any of Tenant's employees, agents, or invitees, shall be the sole responsibility of Tenant.
- 15. <u>CONDEMNATION</u>: If all or any portion of the Premises is taken under the power of eminent domain, or sold under the threat of the exercise of the power (both called "Condemnation"), this Lease shall terminate in its entirety and Tenant shall vacate the Premises.
- 16. <u>HAZARDOUS MATERIALS</u>: As used in this Lease, the term "Hazardous Material" means any flammable items, explosives, radioactive materials, hazardous or toxic substances, material or waste or related materials, including any substances defined as or included

in the definition of "hazardous substances," "hazardous wastes," "hazardous materials" or "toxic substances" now or subsequently regulated under any applicable federal, state or local laws or regulations, including without limitation petroleum-based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, PCBs and similar compounds, and including any different products and materials which are subsequently found to have adverse effects on the environment or the health and safety of persons. Tenant shall not cause or permit any Hazardous Material in quantities that violate such applicable laws to be generated, produced, brought upon, used, stored, treated or disposed of in or about the Premises by Tenant, its agents, employees, contractors, sublessees or invitees without the prior written consent of Landlord.

Tenant shall comply with applicable laws, rules, regulations and ordinances regarding the manufacture, sale, storage, distribution and disposal of Hazardous Materials, and shall save, indemnify and defend and hold harmless Landlord, its respective members, managers, officers, employees, and agents from and against any and all claims demands, suits, expenses, damages, causes of action and/or cost of abating or remediating any conditions caused by relating to the presence of Hazardous Materials on the Property to the extent that such Hazardous Materials came upon the Property as a direct result of Tenant's use of the Property after the commencement of the term of this Lease.

- 17. <u>SUBORDINATION OF LEASE</u>: Landlord reserves the right to demand and obtain from the Tenant a waiver of priority of Tenant's lien arising by virtue of the Lease, thereby subordinating Tenant's said lien in favor of a first mortgage loan, or in favor of any mortgage lien or any refinancing or replacing of a mortgage loan that may become necessary or desirable from time to time to the Landlord in the future, and Tenant, upon demand by the Landlord for same, agrees to execute at any and all times such instruments, that may be reasonably required by any such lending institution or prospective first mortgagee in order to effectuate such waiver of priority and subordination of Tenant's lien. It is a condition, however, of the subordination and lien provisions herein provided, that Landlord, at its expense, shall procure from any such mortgagee an agreement, in writing, in form and substance acceptable to Tenant, providing in substance that so long as Tenant substantially performs the obligations imposed upon Tenant hereunder within the applicable grace or cure period, its tenancy will not be disturbed, nor its rights under this Lease affected, by any default under such mortgage nor shall Tenant be named as a defendant in any foreclosure proceeding.
- 18. <u>DAMAGE OR DESTRUCTION</u>: In the event the Premises are damaged or destroyed by any peril, including but not limited to fire, wind or other casualty (with each such occurrence being a "Casualty"), at any time during this Lease, whether covered by insurance or not, Tenant shall give prompt notice thereof to Landlord and this Lease shall be immediately terminated.
- 19. <u>RISK OF LOSS</u>: All property of Tenant located on the Premises, and all property of other person(s) located on the Property, shall be so located at the risk of Tenant or such other owner(s).

20. DEFAULT:

- A. Events of Tenant Default. The following events shall be deemed to be events of default by Tenant under this Lease: (i) if Tenant shall fail to make any payment of Rent when due and such non-payment is not remedied within five (5) days after Tenant's receipt of written notice from Landlord; (ii) if Tenant shall fail to comply with any term or provision of this Lease, other than the payment of Rent, for more than ten (10) days after Landlord gives Tenant written notice of such default, or, if such default is not capable of being cured within such ten (10) day period, Tenant has not commenced such performance in good faith within such ten (10) day period and is not diligently proceeded therewith to completion; (iii) if Tenant shall become insolvent, or shall make a transfer in fraud of its creditors; (iv) if a receiver or trustee shall be appointed for all or substantially all of the assets of Tenant, or (v) Tenant shall be the subject (voluntarily or involuntarily) of an order for relief under any chapter of the United States Bankruptcy Code or shall otherwise be a subject of a case or proceeding under any federal or state bankruptcy law now or hereafter existing or shall become insolvent in the bankruptcy or equity sense, and such order of relief shall not be dismissed or otherwise resolved within 60 days.
- B. Landlord's Remedies. Upon the occurrence of any such event of default, Landlord may terminate this Lease and Tenant's right to possession of the Premises. In the event Landlord terminates the Lease, Tenant shall immediately surrender the Premises to Landlord. Landlord shall also have all other remedies set forth in this Lease or available at law or in equity. All rights and remedies of Landlord shall be cumulative, and none shall exclude any other right or remedy allowed hereunder or at law or in equity. In addition to the other remedies provided in this Lease, Landlord shall be entitled to the restraint by injunction of the violation or attempted violation of any of the covenants, agreements or conditions of this Lease. Tenant shall promptly pay upon notice thereof all of Landlord's reasonable costs, charges and expenses (including the reasonable fees and out-of-pocket expenses of legal counsel, agents and others retained by Landlord) incurred in successfully enforcing Tenant's obligations hereunder or incurred by Landlord in any litigation, negotiation or transaction in which Tenant causes Landlord, without Landlord's fault, to become involved or concerned.

No remedy herein or other conferred upon or reserved to Landlord shall be considered to exclude or suspend any other remedy but the same shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity or by statute, and every power and remedy given by this Lease to Landlord may be exercised from time to time as often as occasion may rise or as may be deemed expedient. No delay or omission of Landlord to exercise any right or power arising from any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Neither the rights herein given to receive, collect, sue for or distrain for any rent or rents, monies or payments, or to enforce the terms, provisions and conditions of this Lease, or to prevent the breach of any such right or of any other right or remedy hereunder or otherwise granted or arising, shall in any way affect or impair or toll the right or power of Landlord to declare the Lease Term hereby granted ended, and to terminate this Lease as provided for in this Lease, or to repossess without terminating the Lease, because of any default in or breach of the covenants, provisions or conditions of this Lease.

C. <u>Landlord's Right to Cure Tenant Defaults</u>. In addition to Landlord's other remedies, if Tenant shall at any time or from time to time fail to make any payment or perform any other act on its part to be made or performed under this Lease, Landlord may, but shall not be obligated to, without waiving or releasing Tenant from any obligation under this Lease, make such

payment or perform such other act to the extent Landlord may deem desirable, and in connection therewith, to pay expenses and employ counsel and Tenant shall pay Landlord's reasonable attorneys' fees in connection therewith. All sums so paid by Landlord and all expenses in connection therewith shall be deemed additional rent hereunder and payable at the time of any installment of Rent thereafter becoming due and Landlord shall have the same rights and remedies for the non-payment thereof as in the case of default in the payment of Rent.

- 21. <u>WAIVER</u>: No waiver of any provision or condition expressed within this Lease shall be implied by any neglect or failure to declare a forfeiture on account of its violation, even though the violation be continued or subsequently repeated. Furthermore, no express waiver shall affect any provision or condition other than the one(s) expressly specified in such waiver. This Lease cannot be orally changed, modified or terminated.
- 22. <u>TENANT'S ESTOPPEL</u>: Tenant shall, from time to time, upon not less than ten (10) days prior written request by Landlord, execute, acknowledge and deliver to Landlord a written statement certifying that this Lease is unmodified and in full force and effect, or that this Lease is in full force and effect as modified and listing the instruments of modification; the dates to which the rents and other charges have been paid; and, whether or not to the best of Tenant's knowledge Landlord is in default hereunder and, if so, specifying the nature of any such default. Landlord and Tenant hereby intend that any such statement delivered pursuant to this paragraph may be relied upon by any prospective purchaser of Landlord's interest, mortgagee of Landlord's interest and/or assignee of any mortgage upon Landlord's interest in the Premises.
- 23. <u>NOTICES</u>: Unless otherwise agreed in writing by the parties hereto, all notices under and payments made pursuant to this Lease shall be given or made to the respective parties at the addresses set forth above. Otherwise, notice may be given at such other address as Landlord or Tenant may hereafter designate to the other in writing. Any notice to be given by either party to the other under any provision of this Lease shall be deemed to have been duly delivered when such notice is mailed nationally recognized, receipted, overnight courier or by United States certified or registered mail, return receipt requested, at the addresses set forth herein or otherwise properly designated.
- 24. <u>HOLDOVER</u>: In the event Tenant shall holdover beyond the Term of this Lease or in any circumstance wherein Tenant is required to tender possession of the Premises to Landlord, such holdover tenancy shall be a month-to-month tenancy only. Tenant shall during any such holdover period pay to Landlord a monthly rental equal to Five Hundred and No/100 Dollars (\$500.00) per day. Both Landlord and Tenant may terminate such month-to-month tenancy at any time by giving the other party hereto not less than thirty (30) days prior written notice of its intention to terminate hereunder.
- 25. QUIET POSSESSION: Tenant, upon paying all Rent as and when due, and observing, performing and keeping all of the provisions of this Lease on its part to be observed, performed and kept, shall lawfully, peaceably and quietly have, hold and enjoy the Premises during the Term, or any extension thereof, without hindrance, ejection or molestation by Landlord or any person(s) claiming under Landlord. In the event the Premises is sold to a third party, including the Village of East Dundee, the Landlord shall remain liable for any responsibilities of the Landlord under this Lease.

- 26. <u>SURRENDER</u>: Upon the expiration of the term of this Lease or any extension thereof, or upon any other termination of this Lease, or upon the termination of the tenancy from month-to-month as provided hereinbefore, Tenant shall surrender the Premises to the Landlord in substantially the same condition as on the first day of the Term subject, however, to ordinary wear and tear and any casualty provided for herein.
- 27. <u>SEVERABILITY</u>: In the event that any provision of this Lease is declared to be illegal or invalid, only such provision shall be affected, and this Lease shall then be construed and enforced as if such provision had not been contained herein, and all other provisions not directly dependent thereon shall remain in full force and effect.
- 28. <u>SUCCESSORS, HEIRS AND ASSIGNS</u>: This Lease and all promises, covenants and conditions contained herein shall be binding upon and shall inure to the benefit of the successors, heirs and assigns of Tenant and the successors, heirs and assigns of Landlord; provided, however, that no assignment/sublease by the Tenant in violation of the provisions hereinbefore contained shall vest in the assignee/sublessee any right, title or interest whatsoever.
- 29. <u>APPLICABLE LAW</u>: This Lease shall be construed and governed in accordance with the laws of the State of Illinois.
- 30. <u>COMPLETE AGREEMENT</u>: Landlord and Tenant intend and expressly agree that all previous negotiations, inducements, promises and conditions have been merged into and superseded by this Lease which represents the entire understanding and agreement between them.
- 31. <u>EXECUTION OF LEASE</u>: This Lease may be executed in counterparts and, when all counterparts are executed, the counterparts shall constitute a single binding instrument.
- 32. <u>ATTORNEYS' FEES:</u> Tenant shall pay all of Landlord's costs and fees, including reasonable attorneys' fees, associated with Landlord's enforcement of this Lease.
- 33. <u>JURISDICTION</u>: The parties hereto agree that any legal action initiated by either party to determine or enforce any rights hereunder shall lie exclusively in the Circuit Court of the Sixteenth Judicial Court, Kane County, Illinois.
- 34. <u>JURY WAIVER:</u> The parties hereto further agree that in any action brought by either party, both parties waive the right to have any such action heard and determined by a jury.
- 35. <u>REMOVAL OF PROPERTY UPON TERMINATION:</u> Upon termination of the Lease, Tenant shall be responsible for removing all items of personal property belonging to Tenant and all waste caused by Tenant from the Premises and will leave the Premises in broom clean condition.
- 36. <u>CHANGE OF OWNERSHIP OF THE PROPERTY</u>: In the event the Village of East Dundee ("Village") assumed ownership of the Property and the Master Lease is executed by DeLoris Doederlein as tenant and the Village as landlord then this Lease shall be determined to be a sublease under the Master Lease and shall be assigned by DeLoris Doederlein to the Village with

the understanding and agreement by DeLoris Doederlein that she will continue to be responsible for the responsibilities of the Landlord herein, including but not limited to any repair or maintenance provisions, and she will receive any Rent or other compensation from Tenant but the Village will be considered a Landlord for the other provisions of the Lease, including but not limited to Insurance and Indemnity and Tenant will provide a Certificate of Insurance, naming the Village as the insured Landlord in accordance with Exhibit B.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Commercial Lease Agreement dated as of the date and year first above written.
LANDLORD:
Deloris Doederlein
TENANT: Greg Capocasa, d/b/a Mid Valley Glass & Service

Greg Capocasa

EXHIBIT A USE

Glass servicing company including but not limited to glass repair ("Business") and th following other activities:
Storage of following Vehicles:
Utilization of the following Equipment in the Business:
Storage of the following Product:
Repair of the vehicles and equipment used in the Business
Office for the Business.
Storage and location of the following Hazardous Materials:

EXHIBIT B MINIMUM ACCEPTABLE INSURANCE REQUIREMENTS FOR SUBTENANTS/CONTRACTORS

During the term of the Master Lease with the Village of East Dundee (Landlord for this Exhibit B), DeLoris Doederlein will require the Tenant, at their own expense, to have in effect the coverages listed below. The Tenant shall also require the same from all of its contractors engaged in work on the Premises.

All policies shall be taken out with insurers that are acceptable to Landlord and in form satisfactory to Landlord. Tenant agrees that certificates of insurance, or, if required by Landlord or the mortgagees of Landlord, certified copies of each such insurance policy, will be delivered to Landlord as soon as practicable after the placing of the required insurance. Tenant shall, contemporaneously with the execution of this Lease, provide Landlord with a certificate of insurance as written evidence of the insurance in force, and renewals thereof shall be delivered to Landlord at least thirty (30) days prior to the expiration of the respective policy terms. All policies shall contain an undertaking by the insurers to notify Landlord and the mortgagees of Landlord in writing not less than thirty (30) days before any material change, reduction in coverage, cancellation, or other termination thereof.

Required limits:

Commercial General Liability:

Coverage should include premises operations, products and completed operations, broad form property damage, contractual liability, independent contractors, and personal and advertising injury with minimum limits of \$1,000,000 limit per occurrence for bodily injury and property damage; \$2,000,000 aggregate. The policy shall include the Village of East Dundee and its subsidiaries, affiliates, officers, directors and employees as additional insureds. The coverage provided by the additional insured endorsement shall be primary without right of contribution by any coverage carried by the Village of East Dundee and its subsidiaries, affiliates, officers, directors and employees. The policy shall include a waiver of subrogation endorsement in favor of the Village of East Dundee and its subsidiaries. The policy shall contain a severability of interest clause for all additional insureds with no cross suits liability exclusion. Coverage shall not contain an exclusion for bodily injury or property damage after work is completed or is put to its intended use.

Workers Compensation:

Workers compensation coverage: statutory limits required by all authorities having jurisdiction in locations in which any subtenants operates,

Employers liability coverage:

- \$1,000,000 Bodily injury by accident each accident
- \$1,000,000 Bodily injury by disease each employee
- \$1,000,000 Bodily injury by disease policy limit

The Employers Liability Limits may be combined with either an Excess or Umbrella Liability policy.

The policy shall include a waiver of subrogation endorsement in favor of the Village of East Dundee and its subsidiaries.

Automobile Liability: Coverage for owned, leased, hired and non-owned vehicles with a combined single limit of \$1,000,000 for bodily injury and property damage.

The policy shall include the Village of East Dundee and its subsidiaries, affiliates, officers, directors and employees as additional insureds. The coverage provided by the additional insured endorsement shall be primary without right of contribution by any coverage carried by the Village of East Dundee and its subsidiaries, affiliates, officers, directors and employees. The policy shall include a waiver of subrogation endorsement in favor of the Village of East Dundee and its subsidiaries.

Umbrella Liability:

Coverage excess of general liability, auto liability and employer's liability in an amount of at least \$1,000,000 per occurrence with defense outside the limit.

Property, Tools and Equipment:

The Subtenant shall be responsible for any loss or damage to any property owned by, or in control of, Subtenant, including, without limitation, tools, equipment and materials.

Conditions Applying to All Coverages:

Any deductibles must be declared to and approved by the Village of East Dundee. Any changes to the coverages required must be authorized in advance by the Village of East Dundee and be documented in writing. The certificate shall provide that 30 days prior written notice of cancellation be given to the Village of East Dundee and its subsidiaries. Certificates for renewal policies must be issued 10 days prior to the renewal date. All liability policies for injury and property damage shall be issued on the "occurrence" form. All coverages must be in a company approved to do business in the state and carrying a rating of at least A- VII by A.M. Best's. Coverages for Subtenants must have a carrier rating of at least A- VII by A.M. Best's. Tenant shall be responsible for assuring that all Subtenants are properly insured and maintain the same coverages, terms, and conditions as required by this agreement. The Village of East Dundee reserves the right to increase or expand these requirements when it deems prudent. Subtenant's property (auto, contents, tools, equipment and stock), are their own responsibility and not the responsibility of the Village for theft, destruction or fire.

INDUSTRIAL BUILDING LEASE

LEASE AGREEMENT BY AND BETWEEN

VILLAGE OF EAST DUNDEE, ILLINOIS ("Landlord")

and

DELORIS DOEDERLEIN ("Tenant")

For

110 RAILROAD ST. EAST DUNDEE, ILLINOIS ("Premises")

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INDUSTRIAL BUILDING LEASE

This Lease Agreement made

60118, referred to in this Lease as "Landlord",

to sublease to any new tenants.

business day prior notice to Tenant.

DeLoris Doederlein, having an office at 110 Railroad St. East Dundee, Illinois 60118 referred to in this Lease as "Tenant."
1. <u>Leased Premises</u> . Landlord Leases to Tenant and Tenant hires from Landlord, in accordance with the provisions of this Lease, the land, together with the building and improvements thereon, located at 110 Railroad St. East Dundee, Illinois more particularly described in Schedule A annexed to and made part of this Lease; the land, building and improvements being referred to in this Lease as the "Premises." This Lease is made subject to such facts as an accurate survey may disclose, easements, rights of way and restrictions of record.
2. <u>Term.</u> The term of this Lease shall be for eighteen months (18) months, commencing and ending midnight,
3. <u>Tenant's Use of the Premises.</u>
(a) <u>Use by Tenant and Certificate of Occupancy</u> . Tenant shall use and occupy the Premises for storage of existing equipment on the Premises and as Tenant's personal office while she is disposing of the property, equipment and tools of the former lumberyard business formerly located on the Premises. Tenant has subleased to two existing tenants Greg Capocasa, an individual and doing business as Mid Valley Glass & Service and Bonkoski Lawn Care, Inc, an Illinois corporation whose subleases are attached as Exhibit C (jointly and individually "Subtenants") but shall not have the ability

an Illinois municipal corporation, having an office at 120 Barrington Avenue, East Dundee, Illinois

-and-

2023, between Village of East Dundee,

property, and not the adjacent parking lot.

(c) Landlord's access: Landlord shall have access to the Premises to conduct due diligence related to Landlord's redevelopment of the Premises. Access shall be granted with one

nor permit or suffer the Premises to be occupied or used for any purpose other than as provided for in this Lease, nor for any unlawful or disreputable purpose, nor for any extra hazardous purpose on account of fire or other casualty, nor for any commercial purposes. This lease is only for the former lumberyard

Prohibited Use. Tenant shall not occupy nor use all or any part of the Premises

4. Fixed Annual Rent, Additional Rent and Other Sums to be Paid by Tenant.

(a) <u>Fixed Annual Rent</u>. During the Lease term, Tenant shall pay Landlord the fixed annual rent payable in twelve (12) equal consecutive monthly installments with annual increases for the following annual and monthly amounts as follows:

4871-2926-3473, v. 4 Industrial Building Lease Page 3

Period		Annual Base Rent	Monthly Base Rent
, 2023-	, 202	18.00	1.00

on the first day of each month, in advance, with the exception that the first monthly installment of fixed annual rent shall be paid upon execution and delivery of this Lease, the receipt of which is acknowledged by Landlord, subject to collection. Notwithstanding anything to the contrary herein, Tenant shall have the right to prepay all rent due under this Lease at the commencement of the Lease at Tenant's discretion.

- (b) <u>Real Estate Taxes.</u> Landlord will pay all annual real estate taxes and assessments assessed and levied against the Premises ("Real Estate Taxes") when due.
- (c) <u>Additional Rent Based Upon Other Sums</u>. Tenant shall pay Landlord, as additional rent, all other sums of money on Tenant's part to be paid pursuant to the terms, covenants and conditions of this Lease.
- (d) Additional Rent Based Upon Reimbursement to Landlord. If Tenant shall fail to comply with or to perform any of the terms, conditions and covenants of this Lease, Landlord may (but with no obligation to do so) carry out and perform such terms, conditions and covenants, at the expense of Tenant, which expense shall be payable by Tenant, as additional rent, upon the demand of Landlord, together with interest at the prime rate per annum of Chase Bank (or its successor), plus two (2%) percent (the "Prime Rate"), which interest shall accrue from the date of Landlord's demand.
- (e) Additional Rent Based Upon Late Payment. If Tenant defaults, for more than five (5) days in the payment of any monthly installment of fixed annual rent, additional rent or any of the sums required of Tenant under the Lease, or if Tenant, within five (5) days after demand from Landlord, fails to reimburse Landlord for any expenses incurred by Landlord pursuant to the Lease, together with interest, then Tenant shall pay Landlord, as additional rent, a late charge of five (5%) percent of the rent or expense.
- As additional rent, Tenant shall pay Landlord, all reasonable attorneys' fees that may be incurred by Landlord in enforcing Tenant's obligations under this Lease; provided, however, that in the event Landlord commences a suit against Tenant to enforce Tenant's obligations under this Lease, and such suit is tried to conclusion and judgment is entered in favor of Tenant, then in that event Tenant shall not be under any obligation to pay Landlord the attorneys' fees that Landlord may have incurred.
- (g) Additional Rent Based Upon Taxes Based on Rent. If at any time during the term of this Lease a tax or charge shall be imposed by the State of Illinois or the county or municipality in which the Premises is located, pursuant to any future law, which tax or charge shall be based upon the rent due or paid by Tenant to Landlord, then Tenant shall pay Landlord, as additional rent, such tax or charge. The foregoing shall not require payment by Tenant of any income taxes assessed against

Landlord or of any capital levy, franchise, estate, succession, inheritance or transfer tax due from Landlord.

(i) Net Lease, No Setoff and Application.

- (i) <u>Net Lease</u>. It is the intention of the parties that this Lease is a "triple net lease" except as it relates to Real Estate Taxes, and Landlord shall receive the fixed annual rent, additional rent and other sums required of Tenant under the Lease, undiminished from all costs, expenses and obligations of every kind relating to the Premises, which shall arise or become due during the Lease term, all of which shall be paid by Tenant.
- (ii) <u>No Setoff.</u> Tenant shall pay Landlord all fixed annual rent, additional rent and other sums required of Tenant under the Lease, without abatement, deduction or setoff, and irrespective of any claim Tenant may have against Landlord; and this covenant shall be deemed independent of any other terms, conditions or covenants of this Lease.
- (iii) Application. No payment by Tenant or receipt by Landlord of an amount less than the full fixed annual rent, additional rent, or other sums required of Tenant under the Lease, shall be deemed anything other than a payment on account of the earliest fixed annual rent, additional rent, or other sum due from Tenant under the Lease. No endorsements or statements on any check or any letter accompanying any check or payment of fixed annual rent, additional rent, or other sum due from Tenant under the Lease, shall be deemed an accord and satisfaction of Landlord. Landlord may accept any check for payment from Tenant without prejudice to Landlord's right to recover the balance of fixed annual rent, additional rent, or other sum due from Tenant under the Lease, or to pursue any other right or remedy provided under this Lease or by Requirements.
- (j) <u>Place of Payment of Rent</u>. The fixed annual rent, additional rent and other sums required of Tenant under this Lease, shall be paid by Tenant to Landlord at 120 Barrington Ave, East Dundee, Illinois 60118 or to such other place as Landlord may notify Tenant.
- (k) Rent Reserved. The total rent reserved under this Lease is \$18.00 Dollars, plus all additional rent and other sums referred to in this Lease and due through the expiration date of this Lease.

5. Condition, Repair, Replacement and Maintenance of the Premises.

(a) <u>Condition of the Premises</u>. Tenant acknowledges examining the Premises prior to the commencement of the Lease term, that Tenant is fully familiar with the condition of the Premises and that Tenant accepts the Premises "As-Is." Tenant enters into the Lease without any representations or warranties on the part of Landlord, express or implied, as to the condition of the Premises, including, but not limited to, the cost of operations and the condition of its fixtures, improvements and systems.

(b) Tenant 's Obligations.

(i) <u>Tenant 's Maintenance</u>. Tenant shall, at Tenant's own expense, maintain, keep in good condition, repair and make replacements, foreseen and unforeseen, ordinary and

extraordinary, structural and non-structural, to the exterior of the building on the Premises (including, but not limited to, the roof, roof system, windows and doors) and interior of the building on the Premises (including, but not limited to, the plumbing system, the sprinkler system, if any, the heating system, the air conditioning system, if any, the electric system and any other system of the building on the Premises), and the driveways, parking areas, shrubbery and lawn, on the Premises, and at the expiration or other sooner termination of the Lease term, deliver them up in good order and condition and broom clean.

- (ii) <u>Damage Caused by Tenant</u>. Notwithstanding any contrary provisions set forth in this Lease, any damage to the Premises, including, but not limited to, the building or its systems, or the improvements, caused by Tenant or a "Tenant Representative" (as defined below), shall be promptly repaired or replaced to its former condition by Tenant, as required by Landlord, at Tenant's own expense. The term "Tenant Representative" shall mean any shareholder, officer, director, member, partner, employee, agent, licensee, assignee, Subtenant or invitee of Tenant, or any third party other than Landlord.
- (iii) <u>Tenant to Keep Premises Clean</u>. In addition to the foregoing, and not in limitation of it, Tenant shall also, at Tenant's own expense, undertake all replacement of all plate glass and light bulbs, florescent tubes and ballasts, and decorating, redecorating and cleaning of the interior of the Premises, and shall keep and maintain the Premises in a clean condition, free from debris, trash, refuse, snow and ice. The exception to this shall be the items set to be discarded by tenant subject to Section 31 below.
- (iv) <u>Tenant's Negative Covenants</u>. Tenant shall not injure, deface, permit waste nor otherwise harm any part of the Premises, permit any nuisance at the Premises, permit the emission of any objectionable noise or odor from the Premises, place a load on the floor on the Premises exceeding the floor load per square foot the floor was designed to carry, or install, operate or maintain any electrical equipment in the Premises that shall not bear an underwriter's approval..

6. Insurance.

- (a) <u>Insurance Coverage</u>. Tenant shall, during the lease term, at Tenant's own expense, obtain and keep in force, the following insurance as outlined below and will cause the Subtenants to carry the insurance as addressed in Exhibit B attached hereto and made a part hereof and known as the Insurance Requirements for Subtenants:
- (b) <u>Insurance Requirements</u>. All policies shall be taken out with insurers that are acceptable to Landlord and in form satisfactory to Landlord. Tenant agrees that certificates of insurance, or, if required by Landlord or the mortgagees of Landlord, certified copies of each such insurance policy, will be delivered to Landlord as soon as practicable after the placing of the required insurance. Tenant shall, contemporaneously with the execution of this Lease, provide Landlord with a certificate of insurance as written evidence of the insurance in force, and renewals thereof shall be delivered to Landlord at least thirty (30) days prior to the expiration of the respective policy terms. All policies shall contain an undertaking by the insurers to notify Landlord and the mortgagees of Landlord in writing not less than thirty (30) days before any material change, reduction in coverage, cancellation, or other termination thereof.

Required limits:

Commercial General Liability:

Coverage should include premises operations, products and completed operations, broad form property damage, contractual liability, independent contractors, and personal and advertising injury with minimum limits of \$1,000,000 limit per occurrence for bodily injury and property damage; \$2,000,000 aggregate. The policy shall include the Village of East Dundee and its subsidiaries, affiliates, officers, directors and employees as additional insureds. The coverage provided by the additional insured endorsement shall be primary without right of contribution by any coverage carried by the Village of East Dundee and its subsidiaries, affiliates, officers, directors and employees. The policy shall include a waiver of subrogation endorsement in favor of the Village of East Dundee and its subsidiaries. The policy shall contain a severability of interest clause for all additional insureds with no cross suits liability exclusion. Coverage shall not contain an exclusion for bodily injury or property damage after work is completed or is put to its intended use.

Umbrella Liability:

Coverage excess of general liability in an amount of at least \$1,000,000 per occurrence with defense outside the limit.

Conditions Applying to All Coverages:

Any deductibles must be declared to and approved by the Village of East Dundee. Any changes to the coverages required must be authorized in advance by the Village of East Dundee and be documented in writing. The certificate shall provide that 30 days prior written notice of cancellation be given to the Village of East Dundee and its subsidiaries. Certificates for renewal policies must be issued 10 days prior to the renewal date. All liability policies for injury and property damage shall be issued on the "occurrence" form. All coverages must be in a company approved to do business in the state and carrying a rating of at least A- VII by A.M. Best's. Coverages for Subtenants must have a carrier rating of at least A- VII by A.M. Best's.

Tenant shall be responsible for assuring that all Subtenants are properly insured and maintain the same coverages, terms, and conditions as required by this agreement. The Village of East Dundee reserves the right to increase or expand these requirements when it deems prudent. Subtenant's property (auto, contents, tools, equipment and stock), are their own responsibility and not the responsibility of the Village for theft, destruction or fire.

7. Compliance with Laws and Insurance Requirements.

(a) <u>General Compliance with Laws and Requirements</u>. Tenant shall, at Tenant's own expense, promptly comply with: (i) each and every federal, State of Illinois, county and municipal statute, ordinance, code, rule, regulation, order, directive or requirement, currently or hereafter existing.

including, but not limited to, the Americans with Disabilities Act of 1990 and all environmental laws, together with all amending and successor federal, State of Illinois, county and municipal statutes, ordinances, codes, rules, regulations, orders, directives or requirements, and the common law, regardless of whether such laws are foreseen or unforeseen, ordinary or extraordinary, applicable to the Premises, Tenant, Tenant's use of or operations at the Premises, or all of them, (the "Requirements"); (ii) the requirements of any regulatory insurance body; or (iii) the requirements of any insurance carrier insuring the Premises; regardless of whether compliance (X) results from any condition, event or circumstance existing on or after the commencement of the Lease term; (Y) interferes with Tenant's use or enjoyment of the Premises; or (Z) requires structural or non-structural repairs or replacements. The failure to mention any specific statute, ordinance, rule, code, regulation, order, directive or requirement shall not be construed to mean that Tenant was not intended to comply with such statute, ordinance, rule, code, regulation, order, directive or requirement.

(b) Environmental Law.

- (i) <u>Transaction Triggered Environmental Law.</u> Tenant shall, at Tenant's own expense, comply with any transaction triggered environmental law (including, without limitation, a law whose applicability is triggered upon sale of the Premises, a cessation of operations at the Premises, a corporate reorganization, or other commercial transaction), the regulations promulgated thereunder, and any amending and successor legislation and regulations now or hereafter existing in the state (the "Cleanup Law"). Tenant shall, at Tenant's own expense, make all submissions to, provide all information to and comply with all requirements of, the applicable state environmental protection or conservation agency enforcing the Cleanup Law. Tenant's obligations under this subparagraph shall arise if any action or omission by Landlord or Tenant triggers the applicability of the Cleanup Law.
- (ii) <u>Information to Landlord</u>. At no expense to Landlord, Tenant shall promptly provide all information and sign all documents requested by Landlord with respect to compliance with Requirements; however, this shall not in any way be deemed to impose upon Landlord any obligation to comply with any Requirements.
- (iii) <u>Landlord Audit</u>. Tenant shall permit Landlord and its representatives access to the Premises, from time to time, to conduct an environmental assessment, investigation and sampling of the Premises, at Landlord's expense.
- (iv) <u>Tenant Audit</u>. Landlord shall have the right, from time to time, during the Lease term, and upon the expiration or sooner termination of the Lease term, to require that Tenant hire, and in such event Tenant shall, at Tenant's own expense, hire an environmental consultant satisfactory to Landlord to undertake sampling at the Premises sufficient to determine whether "Contaminants" (as defined below) have been "Discharged" (as defined below) during the Lease term.
- (v) <u>No Installation of Tanks</u>. Tenant shall not install any underground or above ground storage tanks ("Tanks") at the Premises without the prior written consent of Landlord, and upon demand of Landlord, shall, prior to the expiration or sooner termination of the Lease term, remove, at Tenant's own expense, all Tanks installed at the Premises during the Lease term, and in so doing, Tenant shall comply with all closure requirements and other requirements of Requirements.

- (vi) Tenant Remediation. Should any assessment, investigation or sampling reveal the existence of any Contaminants in, on, under, or about, or migrating from or onto the Premises as a result of a Discharge during the Lease term, then, in addition to such event constituting an Event of Default under this Lease, and Landlord having all rights available to Landlord under this Lease and by law by reason of such Event of Default, Tenant shall, at Tenant's own expense, in accordance with all Requirements, undertake all action required by Landlord and any "Governmental Authority" (as defined below), including, but not limited to, promptly obtaining and delivering to Landlord an unconditional written determination by the applicable environmental protection or conservation agency that there are no Discharged Contaminants present at the Premises or at any other site to which a Discharge originating at the Premises migrated, or that any Discharged Contaminants present at the Premises or that have migrated from the Premises, have been remediated in accordance with all applicable requirements ("No Further Action Letter"). In no event shall any of Tenant's remedial action involve engineering or institutional controls, a groundwater classification exception area or well restriction area. Promptly upon completion of all required investigatory and remedial activities, Tenant shall, at Tenant's own expense, and to Landlord's satisfaction, restore the affected areas of the Premises from any damage or condition caused by the investigatory or remedial work.
- (vii) Hold-Over Tenancy. If prior to the expiration or earlier termination of the Lease term, Tenant fails to remediate all Contaminants pursuant to subparagraph (vi) above, and deliver to Landlord an unconditional No Further Action Letter (the "Environmental Clearance"); then upon the expiration or earlier termination of the Lease term, Landlord shall have the option either to consider the Lease as having ended or treat Tenant as a hold-over tenant in possession of the Premises. If Landlord considers the Lease as having ended, then Tenant shall nevertheless be obligated to promptly obtain and deliver to Landlord the Environmental Clearance, and otherwise fulfill all of the obligations of Tenant set forth in this paragraph 7. If Landlord treats Tenant as a hold-over tenant in possession of the Premises, then Tenant shall pay, monthly to Landlord, on the first day of each month, in advance, double the fixed annual rent that Tenant would otherwise have paid under the Lease and \$500.00 per day, until such time as Tenant delivers to Landlord the Environmental Clearance, and otherwise fulfills its obligations to Landlord under this paragraph 7, and during the hold-over period, all other terms of this Lease shall remain in full force and effect.
- (viii) <u>Permits.</u> Tenant shall not commence or alter any operations at the Premises prior to: (A) obtaining all permits, registrations, licenses, certificates and approvals from all Governmental Authorities required pursuant to any Requirements; and (B) delivering a copy of each permit, registration, license, certificate and approval to Landlord, together with a copy of the application upon which such permit, registration, license, certificate and approval is based.
- (ix) Environmental Documents. The term "Environmental Documents" shall mean all environmental documentation concerning the Premises, or its environs, in the possession or under the control of Tenant, including but not limited to, plans, reports, correspondence and submissions. During the term of this Lease, and subsequently, promptly upon receipt by Tenant or a Tenant Representative, Tenant shall deliver to Landlord all Environmental Documents concerning or generated by or on behalf of Tenant with respect to the Premises, whether during or after the Lease term, and whether currently or hereafter existing. In addition, Tenant shall promptly notify Landlord of any

environmental condition of which Tenant has knowledge, which may exist in, on, under or about, or may be migrating from or onto the Premises.

- (x) <u>Attendance at Meetings</u>. Tenant shall notify Landlord in advance of all meetings scheduled between Tenant or Tenant's Representatives and any Governmental Authority pertaining to the Premises, and Landlord and Landlord's agents, representatives and employees, including, but not limited to, legal counsel and environmental consultants and engineers, shall have the right, without the obligation, to attend and participate in all such meetings.
- (xi) <u>Landlord's Right to Perform Tenant's Obligations</u>. Notwithstanding anything to the contrary set forth in this Lease, in the event, pursuant to this Lease, Tenant is required to undertake any sampling, assessment, investigation or remediation with respect to the Premises, then, at Landlord's discretion, Landlord shall have the right (but without any obligation to do so), upon notice to Tenant, from time to time, to perform such activities at Tenant's expense, and all sums incurred by Landlord shall be paid by Tenant, as additional rent, upon demand, together with interest at the Prime Rate, accruing from the date of Landlord's demand.

(xii) <u>Interpretation and Definitions.</u>

- (A) <u>Interpretation</u>. The obligations imposed upon Tenant under this subparagraph (b) are in addition to and are not intended to limit, but to expand upon, the obligations imposed upon Tenant under subparagraph (a).
- (B) Contaminants. The term "Contaminants" shall include, without limitation, any regulated substance, toxic substance, hazardous substance, hazardous waste, pollution, pollutant or contaminant, as defined or referred to in the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §6901 et seq.; the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §9601 et seq.; the Water Pollution and Control Act, 33 U.S.C. §1251 et seq.; analogous state laws; together with any amendments thereto, regulations promulgated thereunder and all substitutions thereof, as well as words of similar purport or meaning referred to in any other federal, State of Illinois, county or municipal environmental statute, ordinance, code, rule, regulation, order, directive or requirement, including, without limitation, radon, asbestos, polychlorinated biphenyls, urea formaldehyde and petroleum products and petroleum based derivatives. Where a statute, ordinance, code, rule, regulation, order, directive or requirement defines any of these terms more broadly than another, the broader definition shall apply.
- (C) <u>Discharge</u>. The term "Discharge" shall mean the releasing, spilling, leaking, leaching, disposing, pumping, pouring, emitting, emptying or dumping of Contaminants at, into, onto or migrating from or onto the Premises, regardless of whether the result of an intentional or unintentional action or omission.
- (D) <u>Governmental Authority/Governmental Authorities</u>. The term "Governmental Authority" or "Governmental Authorities" shall mean the federal, State of Illinois, county or municipal government, or any department, agency, bureau or other similar type body obtaining authority therefrom, or created pursuant to any Requirements.

- (c) <u>Sanctions Representation by Tenant</u>. Tenant hereby represents and warrants that to the best of Tenant's knowledge, neither Tenant, nor any persons or entities holding any legal or beneficial interest whatsoever in Tenant, are (i) the target of any sanctions program that is established by Executive Order of the President or published by the Office of Foreign Assets Control, U.S. Department of the Treasury ("OFAC"); (ii) designated by the President or OFAC pursuant to the Trading with the Enemy Act, 50 U.S.C. App. § 5, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06, the Patriot Act, Public Law 107-56, Executive Order 13224 (September 23, 2001) or any Executive Order of the President issued pursuant to such statues or similar statutes, or (iii) named on the following list that is published by OFAC: "List of Specially Designated Nationals and Blocked Persons." If the foregoing representation is untrue at any time during the Lease Term, an Event of Default will be deemed to have occurred.
- (d) <u>Survival</u>. This paragraph 7 shall survive the expiration or earlier termination of this Lease. Without limiting any other remedy available to Landlord under this Lease or by Requirements, Tenant's failure to abide by the terms of this paragraph 7 shall be restrainable or enforceable, as the case may be, by injunction.
- 8. Alterations, Additions and Improvements. No alterations, additions or improvements shall be made by Tenant to the building and improvements on the Premises, nor to any air conditioning system, heating system, plumbing system, electrical system, nor shall antennas or fixtures be installed in or on the building or improvements to the Premises, without the prior written consent of Landlord, which consent may be granted or withheld by Landlord, in Landlord's sole and absolute discretion. All alterations, additions or improvements and systems installed in or attached to the Premises by Tenant shall, at the option of Landlord, upon the expiration or earlier termination of the Lease, belong to and become the property of Landlord without any payment from Landlord and if such option is exercised, shall be surrendered by Tenant in good order and condition as part of the Premises upon the expiration or sooner termination of the Lease term. Tenant shall not use or penetrate the roof of the building on the Premises for any purpose whatsoever without the prior written consent of Landlord, which consent may be granted or withheld by Landlord, in Landlord's sole and absolute discretion. All alterations, additions or improvements consented to by Landlord shall be performed by Tenant in a good and workmanlike manner, in compliance with all Requirements.

9. Fire and Other Casualty Affecting the Premises.

(a) Notice of Casualty by Tenant. If the improvements situated upon the Premises shall be damaged or destroyed by any peril, including, but not limited to, fire, wind storm or other casualty (each such occurrence, a "Casualty"), at any time, whether covered by insurance to be provided by Tenant under this Lease, or not, Tenant shall give prompt notice thereof to Landlord and this Lease shall be immediately terminated.

10. Assignment and Subletting.

(a) <u>Landlord's Consent Required</u>. Tenant shall not voluntarily or by operation of law assign, sublet, mortgage or otherwise transfer or encumber all or any part of Tenant's interest in this Lease or in the Premises without Landlord's prior written consent, which consent will not be

unreasonably withheld provided such assignment or sublease is for the same use as defined in Section 3 of this Lease and are registered businesses by the Village of East Dundee, Illinois and such assignee or subtenant will, in addition to the Tenant's insurance obligation, carry insurance in compliance with paragraph 6 of this Lease and such assignee or subtenant will agree to comply with all the terms of this Lease, including but not limited to the insurance, indemnity, inspection and limits on Landlord's Liability in this Lease. Any attempted assignment, subletting, mortgage, transfer or encumbrance without such consent shall be void as against Landlord, and shall constitute an Event of Default by Tenant under this Lease. Any sale of ownership rights in Tenant shall be deemed an assignment in violation of this Lease. Notwithstanding anything to the contrary herein, Landlord acknowledges Tenant has subleased portions of the Premises to two Subtenants known as Greg Capocasa, and individual and doing business as Mid Valley Glass & Service and Bonkoski Lawn Care, Inc, an Illinois corporation ("Tenant's Leases") subleasing portions of the Premises pursuant to the subleases attached hereto as Exhibit C. The Tenant has assigned the Tenant Leases to Landlord but Tenant retains all the responsibilities as Landlord and Tenant agrees it will reimburse Landlord for any costs, expenses, fees including reasonable attorney fees Landlord incurs in the event the Subtenants, one or both, do not vacate their leased premises at the expiration or earlier termination of the Lease.

- (b) No Release of Tenant. Regardless of Landlord's consent or the need under subparagraph (a) to obtain Landlord's consent, no assignment or subletting shall release Tenant from this Lease. Acceptance of fixed annual rent and additional rent from any other person shall not be deemed a waiver by Landlord of any provision of this Lease. Consent to one assignment or subletting shall not be deemed a consent to any subsequent assignment or subletting. In the event of a consent by Landlord to an assignment or subletting, Tenant shall deliver to Landlord a duplicate original of the assignment by Tenant and assumption by Tenant's assignee of Tenant's obligations under this Lease, or a duplicate original of the sublease, as the case may be.
- (c) <u>Participation by Landlord</u>. Tenant shall supply Landlord with a true copy of each assignment or sublease, and in the case of the former, an originally executed assumption by the assignee of all of Tenant's obligations under this Lease.
- 11. Landlord's Right to Inspect and Repair. Landlord or Landlord's agents, employees or representatives, shall have the right to enter into and upon all or any part of the Premises during the Lease term at all reasonable hours, for the purpose of: (a) examination; (b) determination whether Tenant is in compliance with its obligations under this Lease; or (c) making repairs, alterations, additions or improvements to the Premises, as may be necessary by reason of Tenant's failure to make same after notice to Tenant to do so, except in an emergency. This paragraph shall not be deemed nor construed to create an obligation on the part of Landlord to make any inspection of the Premises or to make any repairs, alterations, additions or improvements to the Premises for its safety or preservation. It is specifically agreed that Landlord may inspect the Premises at any time, upon one days' prior notice to Tenant, for purposes of its due diligence for the Landlord's planned redevelopment of the Premises.
- 12. <u>Landlord's Right to Exhibit Premises</u>. Landlord or Landlord's agents, employees or representatives shall have the right to show the Premises during the Lease term in furtherance of the redevelopment of the property.

- 13. Signs. Tenant shall not cause any signs to be placed at the Premises, except of a design and structure and at such places as Landlord shall consent to in writing prior to the installation. If Landlord or Landlord's agents, employees or other representatives wish to remove any such signs in order to make any repairs, alterations, additions or improvements to the Premises, such signs may be removed, but shall be replaced, at Tenant's expense, when the repairs, additions, alterations or improvements shall be completed; however, such provision shall not create an obligation on the part of Landlord to make any repairs, alterations, additions or improvements to the Premises. All signs of Tenant at the Premises shall conform with all municipal ordinances or other laws and regulations applicable to such signs.
- 14. Landlord not Liable. Landlord shall not be liable for any damage or injury to any person or any property as a consequence of the failure, breakage, leakage or obstruction of water, well, plumbing, septic tank, sewer, waste or soil pipes, roof, drains, leaders, gutters, down spouts or the like, or of the electrical system, gas system, air conditioning system or other system, or by reason of the elements, or resulting from any act or failure to act on the part of Landlord, or Landlord's agents, employees, invitees or representatives, assignees or successors, or attributable to any interference with, interruption of or failure beyond the control of Landlord.
- 15. Force Majeure. Whenever a period of time is herein prescribed for the taking of any action by Landlord, Landlord shall not be liable or responsible for, and there shall be excluded from the computation of such period of time, any delays due to strikes, lockouts, riots, acts of God, shortages of labor or materials, war, civil commotion, fire or other casualty, catastrophic weather conditions, a court order that causes a delay, governmental laws, regulations, or restrictions, or any other cause whatsoever beyond the control of Landlord (any of the foregoing being referred to an "Unavoidable Delay"). Landlord shall use reasonable efforts to notify Tenant not later than ten (10) business days after Landlord knows of the occurrence of an Unavoidable Delay; provided, however, that Landlord's failure to notify Tenant of the occurrence of an event constituting an Unavoidable Delay shall not alter, detract from, or negate its character as an Unavoidable Delay or otherwise result in the loss of any benefit or right granted to Landlord under this Lease.
- 16. Indemnification and Waiver of Liability. Neither Landlord nor Landlord's Indemnitees shall be liable for and Tenant shall indemnify and save harmless Landlord and Landlord's Indemnitees from and against any and all liabilities, damages, claims, suits, costs (including costs of suit, attorneys' fees and costs of investigation) and actions of any kind, foreseen or unforeseen, arising or alleged to arise by reason of injury to or death of any person or damage to or loss of property, occurring on, in, or about the Premises, or by reason of any other claim whatsoever of any person or party, occasioned, directly or indirectly, wholly or partly: (a) by any act or omission on the part of Tenant or any Tenant Representative; (b) by any breach, violation or non-performance of any covenant of Tenant under this Lease; or (c) by a Discharge of Contaminants during the Lease term; regardless of whether such liability. claim, suit, cost, injury, death or damage arises from or is attributable to the concurrent negligence, willful misconduct or gross negligence of Landlord or any Landlord Indemnitee. If any action or proceeding shall be brought by or against Landlord or any Landlord Indemnitee in connection with any such liability, claim, suit, cost, injury, death or damage, Tenant, on notice from Landlord or any Landlord Indemnitee, shall defend such action or proceeding, at Tenant's expense, by or through attorneys reasonably satisfactory to Landlord or the Landlord Indemnitee. The provisions of this

paragraph shall apply to all activities of Tenant or any Tenant Representative with respect to the Premises, whether occurring before or after execution of this Lease. Tenant's obligations under this paragraph shall not be limited to the coverage of insurance maintained or required to be maintained by Tenant under this Lease. Neither Landlord nor any Landlord Indemnitee shall be liable in any manner to Tenant or any Tenant Representative for any injury to or death of persons or for any loss of or damage to property, regardless of whether such loss or damage is occasioned by casualty, theft or any other cause of whatsoever nature, including loss or damage caused solely by the negligent, willful misconduct or gross negligence of Landlord or any Landlord Indemnitee. In no event shall Landlord or any Landlord Indemnitee be liable in any manner to Tenant or any Tenant Representative as the result of the acts or omissions of Tenant or a Tenant Representative and all liability therefore shall rest with Tenant. All personal property upon the Premises shall be at the risk of Tenant only, and neither Landlord nor any Landlord Indemnitee shall be liable for any damage thereto or theft thereof, whether or not due in whole or in part to the negligence, willful misconduct or gross negligence of Landlord or any Landlord Indemnitee.

17. Subordination; Attornment.

- Subordination. This Lease shall be subject and subordinate to any mortgage, deed of trust, trust indenture, assignment of leases or rents or both, or other instrument evidencing a security interest, which may now or hereafter affect any portion of the Premises, or be created as security for the repayment of any loan or any advance made pursuant to such an instrument or in connection with any sale-leaseback or other form of financing transaction and all renewals, extensions, supplements, consolidations, and other amendments, modifications, and replacements of any of the foregoing instruments ("Mortgage"), and to any ground lease or underlying lease of the Premises or any portion of the Premises whether presently or hereafter existing and all renewals, extensions, supplements, amendments, modifications, and replacements of any of such leases ("Superior Lease"). Tenant shall, at the request of any successor-in-interest to Landlord claiming by, through, or under any Mortgage or Superior Lease, attorn to such person or entity as described below. The foregoing provisions of this subparagraph (a) shall be self-operative and no further instrument of subordination shall be required to make the interest of any lessor under a Superior Lease (a "Superior Lessor") or any mortgagee, trustee or other holder of or beneficiary under a Mortgage (a "Mortgagee") superior to the interest of Tenant hereunder; provided, however, Tenant shall execute and deliver promptly any certificate or instrument, in recordable form, that Landlord, any Superior Lessor or Mortgagee may request in confirmation of such subordination.
- (b) Rights of Superior Lessor or Mortgagee. Any Superior Lessor or Mortgagee may elect that this Lease shall have priority over the Superior Lease or Mortgage that it holds and, upon notification to Tenant by such Superior Lessor or Mortgagee, this Lease shall be deemed to have priority over such Superior Lease or Mortgage, whether this Lease is dated prior to or subsequent to the date of such Superior Lease or Mortgage. If, in connection with the financing of the Premises or with respect to any Superior Lease, any Mortgagee or Superior Lessor shall request reasonable modifications of this Lease that do not increase the monetary obligations of Tenant under this Lease, materially increase Tenant's other obligations, or materially and adversely affect the rights of Tenant under this Lease, then Tenant shall make such modifications.

- (c) **Attornment.** If at any time prior to the expiration of the term of this Lease, any Superior Lease shall terminate or be terminated by reason of a default by Landlord as tenant thereunder or any Mortgagee comes into possession of the Premises or the estate created by any Superior Lease by receiver or otherwise, Tenant shall, at the election and upon the demand of any owner of the Premises, or of the Superior Lessor, or of any Mortgagee-in-possession of the Premises, attorn, from time to time, to any such owner, Superior Lessor or Mortgagee, or any person or entity acquiring the interest of Landlord as a result of any such termination, or as a result of a foreclosure of the Mortgage or the granting of a deed in lieu of foreclosure, upon the then-executory terms and conditions of this Lease, for the remainder of the term. In addition, in no event shall any such owner, Superior Lessor or Mortgagee, or any person or entity acquiring the interest of Landlord be bound by (i) any payment of rent or additional rent for more than one (1) month in advance, or (ii) any security deposit or the like not actually received by such successor, or (iii) any amendment or modification in this Lease made without the consent of the applicable Superior Lessor or Mortgagee, or (iv) any construction obligation, free rent, or other concession or monetary allowance, or (v) any set-off, counterclaim, or the like otherwise available against any prior landlord (including Landlord), or (vi) any act or omission of any prior landlord (including Landlord).
- (d) Rights Accruing Automatically. The provisions of this paragraph 17 shall inure to the benefit of any such successor-in-interest to Landlord, shall apply notwithstanding that, as a matter of law, this Lease may terminate upon the termination of any such Superior Lease, and shall be self-operative upon any such demand, and no further instrument shall be required to give effect to such provisions. Tenant, however, upon demand of any such successor-in-interest to Landlord, shall execute, from time to time, instruments in confirmation of the foregoing provisions of this paragraph, reasonably satisfactory to any such successor-in-interest to Landlord, acknowledging such attornment and setting forth the terms and conditions of its tenancy.
- (e) <u>Limitation on Rights of Tenant</u>. As long as any Superior Lease or Mortgage shall exist, Tenant shall not seek to terminate this Lease by reason of any act or omission of Landlord until Tenant shall have given written notice of such act or omission to all Superior Lessors and Mortgagees at such addresses as shall have been furnished to Tenant by such Superior Lessors and Mortgagees and, if any such Superior Lessor or Mortgagee, as the case may be, shall have notified Tenant within ten (10) business days following receipt of such notice of its intention to remedy such act or omission, until a reasonable period of time shall have elapsed following the giving of such notice (but not to exceed sixty (60) days), during which period such Superior Lessors and Mortgagees shall have the right, but not the obligation, to remedy such act or omission. The foregoing shall not, however, be deemed to impose upon Landlord any obligations not otherwise expressly set forth in this Lease.

18. Condemnation.

(a) Permanent Condemnation.

(i) <u>Lease Termination</u>. If all or any portion of the Premises is taken under the power of eminent domain, or sold under the threat of the exercise of the power (both called "Condemnation"), this Lease shall terminate as to the part taken as of the first date the condemning authority takes either title or possession.

- (ii) <u>Award</u>. Any award for Condemnation is Landlord's, whether the award is made as compensation for diminution in value of the leasehold or for the taking of the fee, or as severance damages. If this Lease is not terminated, Landlord shall diligently repair any damage to the Premises caused by such Condemnation, subject to delays due to Force Majeure, as provided in paragraph 15.
- (b) <u>Temporary Condemnation</u>. Upon condemnation of all or any portion of the Premises for temporary use, this Lease shall continue without change or abatement in Tenant's obligations, as between Landlord and Tenant. Tenant is entitled to the award made for the use. If the Condemnation extends beyond the term of the Lease, the award shall be prorated between Landlord and Tenant as of the expiration date of the term. Tenant is responsible, at its sole cost and expense, for performing any restoration work required to place the Premises in the condition it was in prior to Condemnation, unless the release of the Premises occurs after termination. In such case, Tenant shall assign to Landlord any claim it may have against the condemning authority for the cost of restoration, and if Tenant has received restoration funds, it shall give the funds to Landlord within ten (10) days after demand.

19. Bankruptcy or Insolvency of Tenant.

- (a) <u>Landlord's Right to Terminate Lease</u>. If Tenant is the subject of an Order for Relief under the existing or any future Federal Bankruptcy Code or law, as amended or modified ("the Bankruptcy Code"), or if Tenant files a petition or if a petition is filed against Tenant, under the Bankruptcy Code, then, in addition to any such event constituting an Event of Default under this Lease, and Landlord having all rights as a result thereof, Landlord shall have the option to either re-enter and repossess the Premises pursuant to the provisions of the Lease, or both.
- (b) Tenant's Filing of Chapter 7 Proceedings. If a petition is filed by, or an order for relief is entered against, Tenant under Chapter 7 of the Bankruptcy Code, and the Trustee of Tenant ("the Trustee") elects to assume the Lease for the purpose of assigning it, the election or assignment, or both, may be made only if all of the provisions of subparagraphs (c) and (e) below are satisfied. Nothing in the preceding sentence shall be deemed to grant the Trustee any right to assume the Lease if it has been terminated theretofore. If the Trustee fails to elect to assume the Lease for the purpose of assigning it within sixty (60) days after the Trustee's appointment, the Lease shall be deemed to have been rejected by the Trustee. Landlord shall then immediately become entitled to possession of the Premises, without any further obligation to Tenant or the Trustee, and the Lease shall automatically terminate at the end of the sixty (60) day period, but Landlord's right to compensation for damages in the bankruptcy proceedings shall survive. In such case, Landlord shall be entitled to recover from Tenant, as damages, an amount equal to the fixed annual rent and additional rent reserved under the Lease from the date of the automatic termination to the expiration date of the Lease, and the damages shall be due and payable to Landlord immediately.
- (c) <u>Tenant's Filing of Chapter 11 or 13 Proceedings</u>. If Tenant files a petition for reorganization under Chapters 11 or 13 of the Bankruptcy Code, or a proceeding that is filed by or against Tenant under any other chapter of the Bankruptcy Code is converted to a Chapter 11 or 13

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proceeding and the Trustee or Tenant as a debtor-in-possession ("Debtor-in-Possession") fails to assume the Lease within sixty (60) days from the date of filing the petition or the conversion, the Trustee or the Debtor-in-Possession shall be deemed to have rejected the Lease and the Lease shall automatically terminate at the expiration of the sixty (60) day period, but Landlord's right to compensation for damages in the bankruptcy proceedings shall survive. Nothing in the preceding sentence shall be deemed to grant the Trustee or the Debtor-in-Possession any right to assume the Lease if it has been terminated theretofore. In such a case, Landlord shall be entitled to recover from Tenant, as damages, an amount equal to the fixed annual rent and additional rent reserved under the Lease from the date of the automatic termination to the expiration date of the Lease, and the damages shall be due and payable to Landlord immediately. In order to assume the Lease, the Trustee or the Debtor-in-Possession shall notify Landlord of the election to assume within the sixty (60) day period, but in such event all of the following conditions, which Landlord and Tenant acknowledge are commercially reasonable, must be satisfied by the Trustee or the Debtor-in-Possession to the extent Landlord determines, in Landlord's sole discretion:

- (i) Adequate Assurances. The Trustee or the Debtor-in-Possession cures, or provides "Adequate Assurance" (as defined below) to Landlord, that the Trustee or the Debtor-in-Possession can cure all monetary Events of Default under the Lease by full and complete payment, within ten (10) days from the date of the assumption, and that the Trustee or the Debtor-in-Possession cures all non-monetary Events of Default under the Lease within thirty (30) days from the date of the assumption;
- (ii) <u>Landlord Compensation</u>. The Trustee or the Debtor-in-Possession compensates Landlord, or provides Adequate Assurance to Landlord, that within ten (10) days from the date of the assumption, Landlord shall be compensated by full and complete payment for any pecuniary loss Landlord suffers as a result of any Event of Default of Tenant, the Trustee or the Debtor-in-Possession, as set forth in Landlord's notice (which contains a statement of Landlord's pecuniary loss), given to the Trustee or the Debtor-in-Possession; and
- (iii) <u>Future Performance</u>. The Trustee or the Debtor-in-Possession provides Landlord with Adequate Assurance of the future performance of Tenant's obligations under the Lease, including, without limitation, depositing with Landlord, as security, in addition to that previously established pursuant to the provisions of the Lease, an amount equal to three (3) monthly installments of fixed annual rent and additional rent then accruing under the Lease.

For purposes of this subparagraph (c), "Adequate Assurance" shall mean that (i) Landlord determines that the Trustee or Debtor-in-Possession has, and shall continue to have, sufficient unencumbered assets after the payment of all secured obligations and administrative expenses to assure Landlord that the Trustee or the Debtor-in-Possession has sufficient funds to fulfill Tenant's obligations under the Lease; and (ii) an order was entered segregating sufficient sums payable to Landlord, or a valid and perfected lien and security interest are granted to Landlord in the property of Tenant, Trustee or the Debtor-in-Possession, as may be acceptable to Landlord, to secure the obligations of the Trustee or the Debtor-in-Possession to cure the monetary or non-monetary defaults under the Lease within the time periods set forth above.

- (d) <u>Landlord's Right to Terminate Lease on Further Filing of Bankruptcy</u>

 <u>Petition.</u> If the lease is assumed by the Trustee or Debtor-in-Possession pursuant to subparagraph (c) above, and thereafter Tenant is the subject of an Order for Relief under the Bankruptcy Code, then Landlord has the option to terminate the Lease pursuant to the provisions of the Lease.
- (e) <u>Condition Upon Assignment</u>. If the Trustee or Debtor-in-Possession pursuant to subparagraphs (b) and (c) above desires or elects to assign Tenant's interest, or the estate created by the interest under the Lease, to any other person, the interest or estate may be assigned only if Landlord acknowledges in writing that the intended assignee has provided to Landlord, Adequate Assurance (as defined above) of future performance of all of the obligations of Tenant under the Lease. For the purpose of this subparagraph (e), "Adequate Assurance" shall mean that Landlord ascertains that the following conditions are satisfied:
- (i) <u>Financial Information</u>. The assignee has submitted to Landlord a current financial statement, audited by a certified public accountant, that shows a net worth and working capital in amounts determined by Landlord to be sufficient to assure the future performance by the assignee of Tenant's obligations under the Lease; and
- (ii) <u>Guaranty</u>. If requested by Landlord, the assignee has obtained guarantees, in form and substance satisfactory to Landlord, from one or more persons who satisfy Landlord's standards of credit-worthiness.
- (f) <u>State Law Action</u>. Neither Tenant's interest in the Lease nor any estate of Tenant created in the Lease shall pass to any trustee, receiver, assignee for the benefit of creditors, or any other person or entity, or otherwise by operation of law under the laws of any State having jurisdiction of the person or property of Tenant ("State Law"), unless Landlord consents in writing to this transfer. Landlord's acceptance of rent or any other payments from any trustee, receiver, assignee, person, or other entity shall not be deemed to have waived, or waive, the need to obtain Landlord's consent or Landlord's right to terminate this Lease for any transfer of Tenant's interest under this Lease without that consent, and any such event, without Landlord's written consent, shall be deemed an Event of Default.
- (g) <u>Charges for Use and Occupancy</u>. When, pursuant to the Bankruptcy Code, the Trustee or the Debtor-in-Possession is obligated to pay reasonable use and occupancy charges for the use of the Premises, the charges shall not be less than the fixed annual rent and additional rent due under the Lease.
- 20. Landlord's Right to Re-Enter. If Tenant shall default in any of the terms, conditions or covenants of this Lease, then it shall be lawful for Landlord to re-enter the Premises and to again possess and enjoy the Premises.

21. Default by Tenant and Landlord's Remedies.

(a) <u>Event of Default</u>. If any one or more of the following events shall occur and be continuing beyond the period set forth in any default notice provided to be given, an Event or Events of Default shall have occurred under this Lease:

- (i) <u>Non-Payment</u>. If Tenant shall fail to pay any installment of fixed annual rent, additional rent or other sums due from Tenant to Landlord under this Lease; or
- (ii) Non-Performance. If Tenant shall fail to comply with any of the other terms, covenants, conditions or obligations of this Lease and such failure in compliance shall continue for thirty (30) days after delivery of notice from Landlord to Tenant specifying the failure, or, if such failure cannot with due diligence be remedied within thirty (30) days, Tenant shall not, in good faith have commenced within said thirty (30) day period to remedy such failure and continued diligently and continuously thereafter to prosecute the same to completion; or
- (iii) <u>Vacation or Abandonment</u>. If Tenant shall vacate or abandon the Premises. Tenant shall be deemed to vacate or abandon the Premises in the event Tenant has removed all personal property from the Premises, or notified Landlord she is vacating the Premises or failed to visit the Premises for a period of sixty (60) days.
- (b) Right to Terminate Lease and Re-Enter. Landlord may, in addition to any other remedy available to Landlord under this Lease or available under Requirements, at Landlord's option, on 10 days' notice to Tenant, declare this Lease terminated at the expiration of such 10 day period and Tenant shall quit and surrender possession of the Premises, but Tenant shall remain liable to Landlord as hereinafter provided, and upon Tenant's failure to surrender of possession, Landlord may re-enter the Premises by summary proceeding or otherwise free from any estate or interest of Tenant therein.
- Landlord's Right to Restore and Re-Let, and Tenant's Liability for Expenses. In the event that Landlord shall obtain possession by re-entry, legal or equitable actions or proceedings or other lawful means as a result of an Event of Default by Tenant, Landlord shall have the right, without the obligation, to make renovations, alterations and repairs to the Premises required to restore them to the condition the same should be during the term of the Lease, and to re-let the Premises or any part thereof for a term or terms that may be less or more than the full term of the Lease had Landlord not re-entered and re-possessed or terminated the Lease, and Landlord may grant reasonable concessions in the re-renting to a new tenant, without affecting the liability of Tenant under the Lease. Landlord shall in no way be responsible for any failure to re-let all or any part of the Premises or for any failure to collect any rent due after any re-letting, and in no event shall Tenant be entitled to any surplus rents collected. Any of the foregoing action taken or not taken by Landlord shall be without waiving any rights that Landlord may otherwise have under Requirements or pursuant to the terms of this Lease. Tenant shall pay Landlord all legal and other expenses incurred by Landlord in terminating this Lease by reason of an Event of Default, in obtaining possession of the Premises, in making all alterations, renovations and repairs and in paying the usual and ordinary commissions for re-letting the same. together with interest thereof at the Prime Rate, which interest shall accrue from the date of Landlord's demand.

(d) <u>Survival Covenant - Liability of Tenant after Re-Entry and Possession or Termination.</u>

(i) <u>Survival of Obligations</u>. If any Event of Default occurs (whether or not this Lease shall be terminated as a result of an Event of Default), Tenant shall remain liable to Landlord

for all fixed annual rent and additional rent herein reserved (including, but not limited to, the expenses to be paid by Tenant pursuant to the provisions of this Lease); less the net amount of rent, if any, that shall be collected and received by Landlord from the Premises, for and during the remainder of the term of this Lease. In addition, Landlord may, from time to time, without terminating this Lease, as agent for Tenant, re-let the Premises or any part thereof for such term or terms, at such rental or rentals, and upon such other terms and conditions as Landlord may deem advisable, in accordance with the provisions of subparagraph (c) above. The failure or refusal of Landlord to re-let the Premises or any part thereof shall not release Tenant or affect Tenant's liability for damages. Landlord shall have the right, without the obligation, following re-entry and possession or termination, to apply any rentals received by Landlord in the following order: (i) to the payment of indebtedness or costs other than rent or damages; (ii) to the payment of any cost of re-letting; (iii) to the payment of any cost of altering or repairing the Premises: (iv) to the payment of fixed annual rent and additional rent, or damages, as the case may be, due and unpaid hereunder; and (v) the residue, if any, shall be held by landlord and applied for the payment of future fixed annual rent and additional rent, or damages, as the case may be, as the same may become due and payable hereunder. Landlord may sue periodically for and collect the amount that may be due pursuant to the provisions of this paragraph, and Tenant expressly agrees that any such suit shall not bar or in any way prejudice the rights of Landlord to enforce the collection or the amount due at the end of any subsequent period by a like or similar proceeding. The words "re- entry" and "re-enter," as used herein, shall not be construed as limited to their strict legal meaning.

- (ii) Rights on Termination. Should Landlord terminate this Lease by reason of an Event of Default, then Landlord shall thereupon have the right, without the obligation, as an alternative to suing Tenant periodically pursuant to the provisions of subparagraph (i) above, to recover from Tenant the difference, if any, at the time of such termination, between the amount of fixed annual rent and additional rent reserved herein for the remainder of the term over the then reasonable rental value of the Premises for the same period both discounted to present value at the rate than being given prime loans minus one point by _____. Landlord shall not, by any re-entry or other act, be deemed to have terminated this Lease, unless Landlord shall notify Tenant in writing, that Landlord has elected to terminate the same.
- (iii) <u>Remedies Cumulative</u>. The remedies of Landlord specified herein shall be cumulative as to each other and as to all such allowed by Requirements.
- (e) <u>Right to Injunction</u>. In the event of a breach or threatened breach by Tenant of any of the covenants or provisions hereof, Landlord shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings and other remedies were not herein provided for. Mention in this Lease of any particular remedy shall not preclude Landlord from any other remedy, in law or in equity. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Landlord obtaining possession of the Premises, by reason of the violation by Tenant of any of the covenants and conditions of this Lease, or otherwise.
- (f) Tenant Right to Terminate. Notwithstanding anything to the contrary herein, provided Tenant is not in default hereunder, Tenant shall have the right to terminate this Lease at any time upon written notice to Landlord delivered to Landlord not less than ten (10) days prior to the

termination date and provided the Subtenants' leases have been terminated and the Subtenants have vacated the Premises. In the event Tenant terminates this Lease, all obligations of Tenant shall terminate hereunder except those which specifically survive the term of this Lease.

- 22. <u>Tenant's Trade Fixtures and Removal</u>. Any trade equipment, trade fixtures, goods or other property of Tenant shall be removed by Tenant on or before the expiration of the Lease term or sooner termination of the Lease term. Any trade equipment, trade fixtures, goods or other property of Tenant not removed by Tenant on the expiration of the Lease term or sooner termination of the Lease term, or upon any deserting, vacating or abandonment of the Premises by Tenant, or upon Tenant's eviction, shall, at Landlord's discretion, be considered as abandoned and Landlord shall have the right (without any obligation to do so), without notice to Tenant, to sell or otherwise dispose of Tenant's property, at the expense of Tenant, and Landlord shall not be accountable to Tenant for any proceeds of the sale, or for any damage or loss to Tenant's property.
- 23. Estoppel Certificate. Within ten (10) days of request from Landlord, Tenant shall execute, acknowledge and deliver to Landlord, a written instrument certifying (i) that this Lease has not been modified and is in full force and effect, or if there has been a modification, that the Lease is in full force and effect as modified, stating the modification; (ii) specifying the dates to which rent and other sums due from Tenant under this Lease have been paid; (iii) stating whether or not to the knowledge of Tenant, Landlord is in default, and if so, the reasons for the default; and (iv) stating the commencement date of the Lease term.
- 24. <u>Limitations on Landlord's Liability</u>. Notwithstanding any provision of this Lease to the contrary, Tenant agrees that it shall look only to the Premises (which includes all of Landlord's equity or interest therein, including proceeds of sale, insurance and condemnation) in seeking to enforce any obligations or liabilities whatsoever of Landlord under this Lease or to satisfy a judgment (or any other charge, directive or order) of any kind against Landlord; and Tenant shall not look to the property or assets of any of the any officers, directors, shareholders (or principal or partner of any non-corporate Landlord), employees, agents, or legal representatives of Landlord in seeking to enforce any obligations or liabilities whatsoever of Landlord under this Lease or to satisfy a judgment (or any other charge, directive or order) of any kind against Landlord, and in no event shall any deficiency judgment be sought or obtained against Landlord. No person who is an officer, director, shareholder (or principal or partner of any non-corporate Landlord), employee, agent, or legal representative of Landlord shall be personally liable for any obligations or liabilities of Landlord under this Lease.
- 25. <u>Services and Utilities</u>. Tenant shall, at Tenant's own expense, obtain all utility services supplying the Premises, including but not limited to electricity, water, sewer, standby water for sprinkler, gas, telephone and all other utilities and other communication services, in its own name, effective as of the commencement of the Lease, and shall pay the cost directly to the applicable utility, including any fine, penalty, interest or cost that may be added thereto for non-payment thereof.
- 26. <u>Security</u>. Upon execution and delivery of this Lease, Tenant shall deposit the sum of None (\$0) Dollars with Landlord, as security for the full and faithful performance by Tenant of all of the terms, conditions and covenants of this Lease on Tenant's part to be performed, which sum shall be returned to Tenant following the expiration of the Lease term, provided there shall not then be an Event

of Default or an event that with the giving of notice or the lapse of time, or both, shall constitute an Event of Default. Landlord shall have the right (but not the obligation), to apply any part of the deposit to cure an Event of Default of Tenant, and if Landlord does so, Tenant shall, upon demand, deposit with Landlord the amount applied, so that Landlord shall have the full deposit on hand at all times. If Landlord shall sell the Premises, Landlord shall have the right to transfer the security to the new landlord, and upon so doing Landlord shall be released by Tenant from all liability for the return of the security and Tenant shall look solely to the new landlord for the return of the security, and this shall apply to every transfer made of the security to a new landlord. The security deposited by Tenant under this Lease shall not be mortgaged, assigned or encumbered by Tenant.

27. **Intentionally Omitted.**

28. <u>Notices</u>. All notices, consents, demands, communications or approvals required or permitted by this Lease shall be in writing and shall be delivered personally or delivered by certified or registered mail, return receipt requested, addressed as follows:

If to Landlord: Village of East Dundee
120 Barrington Ave.
East Dundee IL 60118
Attn: Village Administrator

With copy to: Elrod Friedman LLP

Attn: Kelley Gandurski 325 N. LaSalle St. Suite 450

Chicago, IL 60654

If to Tenant: DeLoris Doederlein

110 Railroad St.

East Dundee, IL 60118

With copy to: Vanek, Larson & Kolb

Attn: Gary M. Vanek Lindsay K. Sanchez

200 W. Main St St. Charles, IL 60174

Landlord and Tenant may, by notice given in the same manner set forth above, designate a different address to which subsequent notices shall be sent. Notice shall be deemed given when delivered, if delivered personally or by reputable overnight delivery service that provides proof of delivery, or when mailed if sent by certified or registered mail, return receipt requested.

29. **Broker.** Each party represents and warrants to the other no real estate broker was instrumental in effecting this Lease. Tenant shall indemnify and defend Landlord from the claim of any

broker, that such broker was authorized on behalf of Tenant to make an offer to Landlord with respect to this transaction. Landlord shall indemnify and defend Tenant from the claim of any broker, that such broker was authorized on behalf of Landlord to make an offer to Tenant with respect to this transaction.

30. <u>Tenant's Right to Quiet Enjoyment</u>. Upon paying the rents and other sums required of Tenant under the Lease and faithfully and fully performing the terms, conditions and covenants of the Lease on Tenant's part to be performed, Tenant shall peaceably and quietly have, hold and enjoy the Premises for the Lease term.

31. Miscellaneous.

- (a) <u>Validity of Lease</u>. The provisions of this Lease are severable. If any provision of the Lease is adjudged to be invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity of any other provision of this Lease.
- (b) Non-Waiver by Landlord. The rights, remedies, options or elections of Landlord in this Lease are cumulative, and the failure of Landlord to enforce performance by Tenant of any provision of this Lease applicable to Tenant, or to exercise any right, remedy, option or election, or the acceptance by Landlord of the annual fixed rent or additional rent from Tenant after any default by Tenant, in any one or more instances, shall not act as a waiver or a relinquishment at the time or in the future, of Landlord of such provisions of this Lease, or of such rights, remedies, options or elections, and they shall continue in full force and effect.
- (c) Entire Agreement. This Lease contains the entire agreement between the parties. No representative, agent or employee of Landlord has been authorized to make any representations, warranties or promises with respect to the letting, or to vary, alter or modify the provisions of this Lease. No additions, changes, modifications, renewals or extensions of this Lease, shall be binding unless reduced to writing and signed by both parties.
- (d) Effective Law. This Lease shall be governed by, construed and enforced in accordance with the laws of the State of Illinois without giving effect to its principles of conflicts of law. Landlord and Tenant waive their right to trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other, or with respect to any issue or defense raised therein, on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use and occupancy of the Premises, including summary proceedings and possession actions, and any emergency statutory or other statutory remedy.
 - (e) <u>Commercial Lease</u>. This Lease shall be construed as a commercial Lease.
- (f) <u>Captions</u>. The captions of the paragraphs in this Lease and the Table of Contents are for reference purposes only and shall not in any way affect the meaning or interpretation of this Lease.
- (g) <u>Obligations Joint and Several</u>. If there is more than one party tenant, their obligations under this Lease are joint and several. If Tenant is a partnership, the obligations of Tenant under this Lease are joint and several obligations of each of the partners and of the partnership.

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(h) <u>Counterparts</u>. This Lease may be executed in one or more counterparts, each of which shall be an original, and all of which constitutes one and the same Lease.

(i) Landlord's Performance of Tenant's Obligations.

The performance by Landlord of any obligation required of Tenant under this Lease shall not be construed to modify this Lease, nor shall it create any obligation on the part of Landlord with respect to any performance required of Tenant under this Lease, whether Landlord's performance was undertaken with the knowledge that Tenant was obligated to perform, or whether Landlord's performance was undertaken as a result of mistake or inadvertence.

- (j) Remedies and Rights Not Exclusive. No right or remedy conferred upon Landlord shall be considered exclusive of any other right or remedy, but shall be in addition to every other right or remedy available to Landlord under this Lease or by law. Any right or remedy of Landlord, may be exercised from time to time, and as often as the occasion may arise. The granting of any right, remedy, option or election to Landlord under this Lease shall not impose any obligation on Landlord to exercise the right, remedy, option or election.
- (k) <u>Signature and Delivery by Landlord</u>. This Lease is of no force and effect unless it is signed by Landlord and Tenant, and a signed copy of this Lease delivered by Landlord to Tenant. The mailing, delivery or negotiation of this Lease by Landlord or Tenant or any agent or attorney of Landlord or Tenant prior to the execution and delivery of this Lease as set forth in this subparagraph shall not be deemed an offer by Landlord or Tenant to enter into this Lease, whether on the terms contained in this Lease or on any other terms. Until the execution and delivery of this Lease as set forth in this subparagraph, Landlord or Tenant may terminate all negotiations and discussions of the subject matter of this Lease, without cause and for any reason, without recourse or liability.

(l) Inspection, Length of Time of Tenant's Default.

Nothing in this Lease requires Landlord at any time, to inspect the Premises to determine whether Tenant is in default of Tenant's obligations under this Lease. Any default by Tenant of the provisions of this Lease for any length of time, and whether Landlord has direct or indirect knowledge or notice of the default, is not a waiver of Tenant's default by Landlord, and Landlord has the right to declare Tenant in default, notwithstanding the length of time the default exists.

- (m) <u>No Offer.</u> The submission of the Lease to Tenant shall not be deemed an offer by Landlord to rent the Premises to Tenant, such an offer only being made by the delivery to Tenant of a Lease signed by Landlord.
- (n) <u>Surrender</u>. Neither the acceptance of keys to the Premises nor any other act or thing done by Landlord or any agent, employee or representative of Landlord shall be deemed to be an acceptance of a surrender of the Premises, excepting only an agreement in writing, signed by Landlord, accepting or agreeing to accept a surrender of the Premises.
- (o) <u>Drafting Ambiguities</u>; <u>Interpretation</u>. In interpreting any provision of this Lease, no weight shall be given to nor shall any construction or interpretation by influenced by the fact

that counsel for one of the parties drafted this Lease, each party recognizing that it and it's counsel have had an opportunity to review this Lease and have contributed to the final form of this Lease. Unless otherwise specified, the words "include" and "including" and words of similar import shall be deemed to be followed by the words "but not limited to" and the word "or" shall be "and/or."

- (p) References. In all references to any persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of this Lease may require.
- (q) <u>Binding Effect.</u> This Lease is binding upon and shall inure to the benefit of the parties, their legal representatives, successors and permitted assigns.
- (r) <u>Landlord Defined</u>. The term "Landlord" in this Lease means and includes only the owner at the time in question of the Premises and, in the event of the sale or transfer of the Premises, Landlord shall be released and discharged from the provisions of this Lease thereafter accruing, but such provisions shall be binding upon each new owner of the Premises while such party is an owner.
 - (s) Time of the Essence. Time is of the essence of this Lease.
- (t) <u>No Recordation</u>. Neither this Lease, nor any memorandum, affidavit or other writing with respect to this Lease, shall be recorded by Tenant or by anyone acting through, under or on behalf of Tenant, and the recording thereof in violation of this provision shall make this Lease voidable at Landlord's election.
- (u) Debris Removal. The Premises were formerly used as a lumberyard owned by Tenant and her family ("Lumberyard") and which Lumberyard has been out of business and its corporate identity dissolved for over 30 years. Landlord and Tenant agree that during the term of this Lease, Tenant will be disposing of the equipment, tools and property of the Lumberyard with the intention of leaving the Premises in as reasonably broom clean condition as possible. To assist Tenant in this endeavor, Landlord will provide up to ten debris removals upon Tenant's prior written request during the term of this Lease provided (i) such debris is neatly compiled in one area that is easily accessible by Landlord's vehicles and (ii) includes only non-hazardous waste that can be disposed of in the regular Municipal Solid Waste Landfill. Tenant agrees that any personal property still on the Premises after this Lease terminates, shall be the personal property of Landlord and may be disposed of by Landlord. Landlord will not pay for the cost of removal of personal property beyond the referenced agreed upon ten debris removals. The Landlord intends, after the Tenant vacates the Premises, to demolish the existing buildings and to redevelop the property, and recognizes that Tenant does not want to incur costs for replacement of any of the systems that provide for operation of the Premises, or in the case of fire or other casualty, to rebuild the Premises. The parties agree that, except in the case where such maintenance or replacement is necessary to keep the Premises and the Tenant's Leases premises in a clean, safe and healthful condition, or as required under the Tenant's Leases, the Tenant does not have to maintain, replace or rebuild the Premises. This provision survives the termination of this Lease.

Signed and sealed by the parties.

LANDLORD:

Village of East Dundee, an Illinois municipal corporation

By:

Name: Jeffrey Lynam Its: Village President

TENANT:

DeLoris Doederlein

EXHIBIT A

LEGAL DESCRIPTION

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 AND 11 IN BLOCK 1 OF EDWARD'S ADDITION TO THE VILLAGE OF EAST DUNDEE, IN SECTION 23, TOWNSHIP 42 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN IN KANE COUNTY, ILLINOIS.

PIN 03-23-314-001-0000

COMMONLY KNOWN AS 110 RAILROAD ST. EAST DUNDEE, IL 60118

EXHIBIT B

MINIMUM ACCEPTABLE INSURANCE REQUIREMENTS FOR SUBTENANTS/CONTRACTORS

During the term of the agreement with the Village of East Dundee, the Tenant will require the Subtenants, at their own expense, to have in effect the coverages listed below. The Tenant shall also require the same from all of its contractors engaged in work on the Premises.

All policies shall be taken out with insurers that are acceptable to Landlord and in form satisfactory to Landlord. Tenant agrees that certificates of insurance, or, if required by Landlord or the mortgagees of Landlord, certified copies of each such insurance policy, will be delivered to Landlord as soon as practicable after the placing of the required insurance. Tenant shall, contemporaneously with the execution of this Lease, provide Landlord with a certificate of insurance as written evidence of the insurance in force, and renewals thereof shall be delivered to Landlord at least thirty (30) days prior to the expiration of the respective policy terms. All policies shall contain an undertaking by the insurers to notify Landlord and the mortgagees of Landlord in writing not less than thirty (30) days before any material change, reduction in coverage, cancellation, or other termination thereof.

Required limits:

Commercial General Liability:

Coverage should include premises operations, products and completed operations, broad form property damage, contractual liability, independent contractors, and personal and advertising injury with minimum limits of \$1,000,000 limit per occurrence for bodily injury and property damage; \$2,000,000 aggregate. The policy shall include the Village of East Dundee and its subsidiaries, affiliates, officers, directors and employees as additional insureds. The coverage provided by the additional insured endorsement shall be primary without right of contribution by any coverage carried by the Village of East Dundee and its subsidiaries, affiliates, officers, directors and employees. The policy shall include a waiver of subrogation endorsement in favor of the Village of East Dundee and its subsidiaries. The policy shall contain a severability of interest clause for all additional insureds with no cross suits liability exclusion. Coverage shall not contain an exclusion for bodily injury or property damage after work is completed or is put to its intended use.

Workers Compensation:

Workers compensation coverage: statutory limits required by all authorities having jurisdiction in locations in which any subtenants operates,

Employers liability coverage:

- \$1,000,000 Bodily injury by accident each accident
- \$1,000,000 Bodily injury by disease each employee
- \$1,000,000 Bodily injury by disease policy limit

MINIMUM ACCEPTABLE REQUIREMENTS (Cont.)

The Employers Liability Limits may be combined with either an Excess or Umbrella Liability policy. The policy shall include a waiver of subrogation endorsement in favor of the Village of East Dundee and its subsidiaries.

Automobile Liability: Coverage for owned, leased, hired and non-owned vehicles with a combined single limit of \$1,000,000 for bodily injury and property damage.

The policy shall include the Village of East Dundee and its subsidiaries, affiliates, officers, directors and employees as additional insureds. The coverage provided by the additional insured endorsement shall be primary without right of contribution by any coverage carried by the Village of East Dundee and its subsidiaries, affiliates, officers, directors and employees. The policy shall include a waiver of subrogation endorsement in favor of the Village of East Dundee and its subsidiaries.

Umbrella Liability:

Coverage excess of general liability, auto liability and employer's liability in an amount of at least \$1,000,000 per occurrence with defense outside the limit.

Property, Tools and Equipment:

The Subtenant shall be responsible for any loss or damage to any property owned by, or in control of, Subtenant, including, without limitation, tools, equipment and materials.

Conditions Applying to All Coverages:

Any deductibles must be declared to and approved by the Village of East Dundee. Any changes to the coverages required must be authorized in advance by the Village of East Dundee and be documented in writing. The certificate shall provide that 30 days prior written notice of cancellation be given to the Village of East Dundee and its subsidiaries. Certificates for renewal policies must be issued 10 days prior to the renewal date. All liability policies for injury and property damage shall be issued on the "occurrence" form. All coverages must be in a company approved to do business in the state and carrying a rating of at least A- VII by A.M. Best's. Coverages for Subtenants must have a carrier rating of at least A- VII by A.M. Best's.

Tenant shall be responsible for assuring that all Subtenants are properly insured and maintain the same coverages, terms, and conditions as required by this agreement. The Village of East Dundee reserves the right to increase or expand these requirements when it deems prudent. Subtenant's property (auto, contents, tools, equipment and stock), are their own responsibility and not the responsibility of the Village for theft, destruction or fire.

EXHIBIT C Tenant's Leases

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement ("Lease") dated as of October _____, 2023, is made by and between DeLoris Doederlein (hereinafter the "Landlord") and Bonkoski Lawn Care, Inc., an Illinois corporation (hereinafter the "Tenant").

RECITALS

A. Landlord leases that certain property commonly known as 110 Railroad Street, Ea	st
Dundee, Illinois 60118 (the "Property") pursuant to that certain Industrial Lease Agreement by	y
and between Village of East Dundee, Illinois, as landlord, and DeLoris Doederlein, as tenant, date	
, 2023 (the "Master Lease").	

B. Landlord desires to sublease on a non-exclusive basis the Property to Tenant pursuant to the terms hereof.

AGREEMENT

- 1. <u>DESCRIPTION OF PREMISES</u>: Landlord, for and in consideration of the rents, covenants and agreements hereinafter mentioned and agreed to be paid, kept and performed by Tenant, by these presents does lease to Tenant on a non-exclusive basis the Property together with all improvements thereon, and all appurtenant rights of ingress and egress and all other easements and rights appurtenant thereto (hereinafter collectively referred to as the "*Premises*").
- 2. <u>USE OF PREMISES</u>: Tenant shall use the Premises for the operation of a lawn care company as more specifically described on Exhibit A attached hereto and incorporated by this reference and which includes a list of the Hazardous Materials (as defined in Section 16) and the quantities maintained on the Premises and the location of such Hazardous Materials. Tenant shall not use the Premises for any unlawful purpose. In using the Premises, Tenant shall comply with all applicable federal, state, and local laws governing the use thereof. Tenant shall use best efforts to prevent the Premises from being damaged by the negligence or willful misconduct of its employees. Tenant will not commit waste on the Premises, or cause or permit pipes, lines, conduits, fixtures, or appliances in the Premise to be ruined or damaged by freezing, excessive heat, or lack of reasonable care, maintenance, or repair. Tenant shall operate its business in a safe and proper manner as is normal, considering the uses of the Premises above provided; and shall not manufacture, store, display or maintain any products or materials that will endanger the Premises; shall not use the plumbing for any other purpose than for which it was constructed; shall not make or permit any unreasonable noise and/or odor objectionable to the public or neighbors.
- 3. <u>DELIVERY OF POSSESSION</u>: Landlord shall deliver the non-exclusive possession of the Premises to Tenant at the beginning of the Initial Term of this Lease.
- 4. <u>TERM</u>: The term of this Lease shall be for a period commencing on the date hereof and continuing on a month-to-month basis thereafter until the earlier of: (i) the termination of the Master Lease, for any reason whatsoever, (ii) the Landlord's abandonment of the Premises pursuant to the terms of the Master Lease or (iii) the termination of this Lease pursuant to the terms hereof.

- 5. <u>RENT</u>: Without demand or setoff, Tenant shall pay to Landlord as annual Rent during the Term the sum of Six Thousand and No/100 Dollars (\$6,000.00). The Rent shall be paid to Landlord upon execution of this Lease. In the event the Premises is sold to the Village of East Dundee, the Landlord shall not credit any of the Rent hereunder to the Village of East Dundee, and Tenant shall look solely to Landlord for any reimbursement of Rent in the event of any early termination of this Lease.
- 6. <u>INSURANCE AND INDEMNITY</u>: Tenant shall, during the lease Term, at Tenant's own expense, obtain and keep in force, such insurance as outlined in Exhibit B attached hereto and made a part hereof.

Neither Landlord nor Landlord's Indemnitees shall be liable for and Tenant shall indemnify and save harmless Landlord and Landlord's Indemnitees from and against any and all liabilities, damages, claims, suits, costs (including costs of suit, attorneys' fees and costs of investigation) and actions of any kind, foreseen or unforeseen, arising or alleged to arise by reason of injury to or death of any person or damage to or loss of property, occurring on, in, or about the Premises, or by reason of any other claim whatsoever of any person or party, occasioned, directly or indirectly, wholly or partly: (a) by any act or omission on the part of Tenant or any Tenant Representative; (b) by any breach, violation or non-performance of any covenant of Tenant under this Lease; or (c) by a Discharge of Contaminants by Tenant or Tenant's subtenants during the Lease term: regardless of whether such liability, claim, suit, cost, injury, death or damage arises from or is attributable to the concurrent negligence, willful misconduct or gross negligence of Landlord or any Landlord Indemnitee. If any action or proceeding shall be brought by or against Landlord or any Landlord Indemnitee in connection with any such liability, claim, suit, cost, injury, death or damage, Tenant, on notice from Landlord or any Landlord Indemnitee, shall defend such action or proceeding, at Tenant's expense, by or through attorneys reasonably satisfactory to Landlord or the Landlord Indemnitee. The provisions of this paragraph shall apply to all activities of Tenant or any Tenant Representative with respect to the Premises, whether occurring before or after execution of this Lease. Tenant's obligations under this paragraph shall not be limited to the coverage of insurance maintained or required to be maintained by Tenant under this Lease. Neither Landlord nor any Landlord Indemnitee shall be liable in any manner to Tenant or any Tenant Representative for any injury to or death of persons or for any loss of or damage to property, regardless of whether such loss or damage is occasioned by casualty, theft or any other cause of whatsoever nature, including loss or damage caused solely by the negligent, willful misconduct or gross negligence of Landlord or any Landlord Indemnitee. In no event shall Landlord or any Landlord Indemnitee be liable in any manner to Tenant or any Tenant Representative as the result of the acts or omissions of Tenant or a Tenant Representative and all liability therefore shall rest with Tenant. All personal property upon the Premises shall be at the risk of Tenant only, and neither Landlord nor any Landlord Indemnitee shall be liable for any damage thereto or theft thereof, whether or not due in whole or in part to the negligence, willful misconduct or gross negligence of Landlord or any Landlord Indemnitee.

7. <u>WAIVER OF SUBROGATION</u>: Regardless of the insurance coverage actually maintained by the parties under this Lease, each party, and all persons claiming by, through or under them, hereby waives all liability and all rights to recovery and subrogation against, and agrees that neither it nor its insurers will sue, the other party for any loss of or damage to property

arising out of fire or casualty to the extent the same is insurable, and each party agrees that all insurance policies relating to the Premises or Property will contain waivers by the insurer of such liability, recovery, subrogation and suit.

- 8. <u>LANDLORD WAIVER AND CONSENT</u>: Landlord agrees to execute and deliver such waivers and consents reasonably requested from time to time by Tenant's lender(s), waiving any rights that Landlord may have in Tenant's personal property and assets not affixed to the Premises (including, without limitation, inventory, accounts and equipment) now or hereafter located on the Premises and permitting such lender(s) and/or their agents to have reasonable access to the Premises to inspect and remove such property and assets in accordance with the terms and conditions of any loan and security agreements between Tenant and such lender(s). Landlord acknowledges that it does not have any security interest or other claim to such personal property and assets of Tenant and hereby waives any Landlord or other liens in favor of Landlord arising under law or otherwise.
- 9. <u>LANDLORD'S ACCESS TO PREMISES</u>: Landlord may have free access to the Premises at all reasonable times in order to examine the same or to make any alterations or repairs to the Premises which Landlord may deem necessary for the safety and/or preservation thereof without causing or permitting unreasonable disruption to Tenant's normal business operations.
- 11. <u>ASSIGNMENT OR SUB-LETTING</u>: Tenant shall not pledge, assign, mortgage, hypothecate or otherwise transfer this Lease and/or its interest hereunder and/or sublease all or any portion of the Premises. Any pledge, sale, assignment, mortgage, hypothecation or other transfer of substantially all of Tenant's assets, whether voluntary or involuntary, pursuant to attachment or foreclosure, or arising from any merger, consolidation or otherwise, or by any operation of law, shall be deemed an assignment of this Lease in violation of this provision. Any attempt to pledge, assign, mortgage, hypothecate or otherwise transfer this Lease or sublet all or any portion of the Premises in violation of this provision shall be deemed void ab initio and Landlord shall have the right to terminate this Lease upon any such attempted transfer or subletting. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims, demands, fines, suits, actions, proceedings, orders, decrees and judgments of any kind or nature by or in favor of anyone whomsoever and from and against any and all reasonable out-of-pocket costs and expenses, including reasonable attorneys' fees resulting in whole or in part out of any third party's use of the Premises.
- 12. <u>REPAIRS AND MAINTENANCE</u>: Landlord shall be responsible for any maintenance and repairs of the Premises consistent with Landlord's obligations under the Master Lease. Any maintenance or repairs to the Premises required as a result of any negligent act or any omission by Tenant or any of Tenant's employees, agents, or invitees, shall be the sole responsibility of Tenant.
- 15. <u>CONDEMNATION</u>: If all or any portion of the Premises is taken under the power of eminent domain, or sold under the threat of the exercise of the power (both called "Condemnation"), this Lease shall terminate in its entirety and Tenant shall vacate the Premises.
- 16. <u>HAZARDOUS MATERIALS</u>: As used in this Lease, the term "Hazardous Material" means any flammable items, explosives, radioactive materials, hazardous or toxic

substances, material or waste or related materials, including any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials" or "toxic substances" now or subsequently regulated under any applicable federal, state or local laws or regulations, including without limitation petroleum-based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, PCBs and similar compounds, and including any different products and materials which are subsequently found to have adverse effects on the environment or the health and safety of persons. Tenant shall not cause or permit any Hazardous Material in quantities that violate such applicable laws to be generated, produced, brought upon, used, stored, treated or disposed of in or about the Premises by Tenant, its agents, employees, contractors, sublessees or invitees without the prior written consent of Landlord.

Tenant shall comply with applicable laws, rules, regulations and ordinances regarding the manufacture, sale, storage, distribution and disposal of Hazardous Materials, and shall save, indemnify and defend and hold harmless Landlord, its respective members, managers, officers, employees, and agents from and against any and all claims demands, suits, expenses, damages, causes of action and/or cost of abating or remediating any conditions caused by relating to the presence of Hazardous Materials on the Property to the extent that such Hazardous Materials came upon the Property as a direct result of Tenant's use of the Property after the commencement of the term of this Lease.

- 17. SUBORDINATION OF LEASE: Landlord reserves the right to demand and obtain from the Tenant a waiver of priority of Tenant's lien arising by virtue of the Lease, thereby subordinating Tenant's said lien in favor of a first mortgage loan, or in favor of any mortgage lien or any refinancing or replacing of a mortgage loan that may become necessary or desirable from time to time to the Landlord in the future, and Tenant, upon demand by the Landlord for same, agrees to execute at any and all times such instruments, that may be reasonably required by any such lending institution or prospective first mortgagee in order to effectuate such waiver of priority and subordination of Tenant's lien. It is a condition, however, of the subordination and lien provisions herein provided, that Landlord, at its expense, shall procure from any such mortgagee an agreement, in writing, in form and substance acceptable to Tenant, providing in substance that so long as Tenant substantially performs the obligations imposed upon Tenant hereunder within the applicable grace or cure period, its tenancy will not be disturbed, nor its rights under this Lease affected, by any default under such mortgage nor shall Tenant be named as a defendant in any foreclosure proceeding.
- 18. <u>DAMAGE OR DESTRUCTION</u>: In the event the Premises are damaged or destroyed by any peril, including but not limited to fire, wind or other casualty (with each such occurrence being a "Casualty"), at any time during this Lease, whether covered by insurance or not, Tenant shall give prompt notice thereof to Landlord and this Lease shall be immediately terminated.
- 19. <u>RISK OF LOSS</u>: All property of Tenant located on the Premises, and all property of other person(s) located on the Property, shall be so located at the risk of Tenant or such other owner(s).

20. DEFAULT:

- A. Events of Tenant Default. The following events shall be deemed to be events of default by Tenant under this Lease: (i) if Tenant shall fail to make any payment of Rent when due and such non-payment is not remedied within five (5) days after Tenant's receipt of written notice from Landlord; (ii) if Tenant shall fail to comply with any term or provision of this Lease, other than the payment of Rent, for more than ten (10) days after Landlord gives Tenant written notice of such default, or, if such default is not capable of being cured within such ten (10) day period, Tenant has not commenced such performance in good faith within such ten (10) day period and is not diligently proceeded therewith to completion; (iii) if Tenant shall become insolvent, or shall make a transfer in fraud of its creditors; (iv) if a receiver or trustee shall be appointed for all or substantially all of the assets of Tenant, or (v) Tenant shall be the subject (voluntarily or involuntarily) of an order for relief under any chapter of the United States Bankruptcy Code or shall otherwise be a subject of a case or proceeding under any federal or state bankruptcy law now or hereafter existing or shall become insolvent in the bankruptcy or equity sense, and such order of relief shall not be dismissed or otherwise resolved within 60 days.
- B. Landlord's Remedies. Upon the occurrence of any such event of default, Landlord may terminate this Lease and Tenant's right to possession of the Premises. In the event Landlord terminates the Lease, Tenant shall immediately surrender the Premises to Landlord. Landlord shall also have all other remedies set forth in this Lease or available at law or in equity. All rights and remedies of Landlord shall be cumulative, and none shall exclude any other right or remedy allowed hereunder or at law or in equity. In addition to the other remedies provided in this Lease, Landlord shall be entitled to the restraint by injunction of the violation or attempted violation of any of the covenants, agreements or conditions of this Lease. Tenant shall promptly pay upon notice thereof all of Landlord's reasonable costs, charges and expenses (including the reasonable fees and out-of-pocket expenses of legal counsel, agents and others retained by Landlord) incurred in successfully enforcing Tenant's obligations hereunder or incurred by Landlord in any litigation, negotiation or transaction in which Tenant causes Landlord, without Landlord's fault, to become involved or concerned.

No remedy herein or other conferred upon or reserved to Landlord shall be considered to exclude or suspend any other remedy but the same shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity or by statute, and every power and remedy given by this Lease to Landlord may be exercised from time to time as often as occasion may rise or as may be deemed expedient. No delay or omission of Landlord to exercise any right or power arising from any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Neither the rights herein given to receive, collect, sue for or distrain for any rent or rents, monies or payments, or to enforce the terms, provisions and conditions of this Lease, or to prevent the breach of any such right or of any other right or remedy hereunder or otherwise granted or arising, shall in any way affect or impair or toll the right or power of Landlord to declare the Lease Term hereby granted ended, and to terminate this Lease as provided for in this Lease, or to repossess without terminating the Lease, because of any default in or breach of the covenants, provisions or conditions of this Lease.

C. <u>Landlord's Right to Cure Tenant Defaults</u>. In addition to Landlord's other remedies, if Tenant shall at any time or from time to time fail to make any payment or perform any other act on its part to be made or performed under this Lease, Landlord may, but shall not be

obligated to, without waiving or releasing Tenant from any obligation under this Lease, make such payment or perform such other act to the extent Landlord may deem desirable, and in connection therewith, to pay expenses and employ counsel and Tenant shall pay Landlord's reasonable attorneys' fees in connection therewith. All sums so paid by Landlord and all expenses in connection therewith shall be deemed additional rent hereunder and payable at the time of any installment of Rent thereafter becoming due and Landlord shall have the same rights and remedies for the non-payment thereof as in the case of default in the payment of Rent.

- 21. <u>WAIVER</u>: No waiver of any provision or condition expressed within this Lease shall be implied by any neglect or failure to declare a forfeiture on account of its violation, even though the violation be continued or subsequently repeated. Furthermore, no express waiver shall affect any provision or condition other than the one(s) expressly specified in such waiver. This Lease cannot be orally changed, modified or terminated.
- 22. <u>TENANT'S ESTOPPEL</u>: Tenant shall, from time to time, upon not less than ten (10) days prior written request by Landlord, execute, acknowledge and deliver to Landlord a written statement certifying that this Lease is unmodified and in full force and effect, or that this Lease is in full force and effect as modified and listing the instruments of modification; the dates to which the rents and other charges have been paid; and, whether or not to the best of Tenant's knowledge Landlord is in default hereunder and, if so, specifying the nature of any such default. Landlord and Tenant hereby intend that any such statement delivered pursuant to this paragraph may be relied upon by any prospective purchaser of Landlord's interest, mortgage of Landlord's interest and/or assignee of any mortgage upon Landlord's interest in the Premises.
- 23. <u>NOTICES</u>: Unless otherwise agreed in writing by the parties hereto, all notices under and payments made pursuant to this Lease shall be given or made to the respective parties at the addresses set forth above. Otherwise, notice may be given at such other address as Landlord or Tenant may hereafter designate to the other in writing. Any notice to be given by either party to the other under any provision of this Lease shall be deemed to have been duly delivered when such notice is mailed nationally recognized, receipted, overnight courier or by United States certified or registered mail, return receipt requested, at the addresses set forth herein or otherwise properly designated.
- 24. <u>HOLDOVER</u>: In the event Tenant shall holdover beyond the Term of this Lease or in any circumstance wherein Tenant is required to tender possession of the Premises to Landlord, such holdover tenancy shall be a month-to-month tenancy only. Tenant shall during any such holdover period pay to Landlord a monthly rental equal to Five Hundred and No/100 Dollars (\$500.00) per day. Both Landlord and Tenant may terminate such month-to-month tenancy at any time by giving the other party hereto not less than thirty (30) days prior written notice of its intention to terminate hereunder.
- 25. <u>QUIET POSSESSION</u>: Tenant, upon paying all Rent as and when due, and observing, performing and keeping all of the provisions of this Lease on its part to be observed, performed and kept, shall lawfully, peaceably and quietly have, hold and enjoy the Premises during the Term, or any extension thereof, without hindrance, ejection or molestation by Landlord or any person(s) claiming under Landlord. In the event the Premises is sold to a third party, including the

Village of East Dundee, the Landlord shall remain liable for any responsibilities of the Landlord under this Lease.

- 26. <u>SURRENDER</u>: Upon the expiration of the term of this Lease or any extension thereof, or upon any other termination of this Lease, or upon the termination of the tenancy from month-to-month as provided hereinbefore, Tenant shall surrender the Premises to the Landlord in substantially the same condition as on the first day of the Term subject, however, to ordinary wear and tear and any casualty provided for herein.
- 27. <u>SEVERABILITY</u>: In the event that any provision of this Lease is declared to be illegal or invalid, only such provision shall be affected, and this Lease shall then be construed and enforced as if such provision had not been contained herein, and all other provisions not directly dependent thereon shall remain in full force and effect.
- 28. <u>SUCCESSORS, HEIRS AND ASSIGNS</u>: This Lease and all promises, covenants and conditions contained herein shall be binding upon and shall inure to the benefit of the successors, heirs and assigns of Tenant and the successors, heirs and assigns of Landlord; provided, however, that no assignment/sublease by the Tenant in violation of the provisions hereinbefore contained shall vest in the assignee/sublessee any right, title or interest whatsoever.
- 29. <u>APPLICABLE LAW</u>: This Lease shall be construed and governed in accordance with the laws of the State of Illinois.
- 30. <u>COMPLETE AGREEMENT</u>: Landlord and Tenant intend and expressly agree that all previous negotiations, inducements, promises and conditions have been merged into and superseded by this Lease which represents the entire understanding and agreement between them.
- 31. <u>EXECUTION OF LEASE</u>: This Lease may be executed in counterparts and, when all counterparts are executed, the counterparts shall constitute a single binding instrument.
- 32. <u>ATTORNEYS' FEES:</u> Tenant shall pay all of Landlord's costs and fees, including reasonable attorneys' fees, associated with Landlord's enforcement of this Lease.
- 33. <u>JURISDICTION:</u> The parties hereto agree that any legal action initiated by either party to determine or enforce any rights hereunder shall lie exclusively in the Circuit Court of the Sixteenth Judicial Court, Kane County, Illinois.
- 34. <u>JURY WAIVER:</u> The parties hereto further agree that in any action brought by either party, both parties waive the right to have any such action heard and determined by a jury.
- 35. <u>REMOVAL OF PROPERTY UPON TERMINATION:</u> Upon termination of the Lease, Tenant shall be responsible for removing all items of personal property belonging to Tenant and all waste caused by Tenant from the Premises and will leave the Premises in broom clean condition.
- 36. <u>CHANGE OF OWNERSHIP OF PROPERTY</u>: In the event the Village of East Dundee ("Village") assumes ownership of the Property and the Master Lease is executed by

DeLoris Doederlein as tenant and the Village as landlord then this Lease shall be determined to be a sublease under the Master Lease and shall be assigned by DeLoris Doederlein to the Village with the understanding and agreement by DeLoris Doederlein that she will continue to be responsible for the responsibilities of the Landlord herein, including but not limited to any repair or maintenance provisions, and she will receive any Rent or other compensation from Tenant but the Village will be considered a Landlord for the other provisions of the Lease, including but not limited to Insurance and Indemnity and Tenant will provide a Certificate of Insurance, naming the Village as the insured Landlord in accordance with Exhibit B.

Agreement dated as of the date and year first above written.

LANDLORD:

DeLoris Doederlein

TENANT:
Bonkoski Lawn Care, Inc.,
an Illinois corporation

By:

John Bonkoski, President

I, John Bonkoski, guarantee the compliance of the Bonkowski Lawn Care Inc., an Illinois corporation with the terms of the foregoing Lease.

John Bonkoski

IN WITNESS WHEREOF, Landlord and Tenant have executed this Commercial Lease

EXHIBIT A USE

Lawn care and landscaping company includes the cutting and maintenance of off-site client's grass, shrubs and trees ("Business")

client's grass, shrubs and trees ("Business")
Storage of following Vehicles:
Utilization of the following Equipment in the Business:
Storage of the following Product:
Repair of the vehicles and equipment used in the Business.
Office for the Business.
Storage and location of the following Hazardous Materials:

EXHIBIT B MINIMUM ACCEPTABLE INSURANCE REQUIREMENTS FOR SUBTENANTS/CONTRACTORS

During the term of the Master Lease with the Village of East Dundee (Landlord for this Exhibit B), DeLoris Doederlein will require the Tenant, at their own expense, to have in effect the coverages listed below. The Tenant shall also require the same from all of its contractors engaged in work on the Premises.

All policies shall be taken out with insurers that are acceptable to Landlord and in form satisfactory to Landlord. Tenant agrees that certificates of insurance, or, if required by Landlord or the mortgagees of Landlord, certified copies of each such insurance policy, will be delivered to Landlord as soon as practicable after the placing of the required insurance. Tenant shall, contemporaneously with the execution of this Lease, provide Landlord with a certificate of insurance as written evidence of the insurance in force, and renewals thereof shall be delivered to Landlord at least thirty (30) days prior to the expiration of the respective policy terms. All policies shall contain an undertaking by the insurers to notify Landlord and the mortgagees of Landlord in writing not less than thirty (30) days before any material change, reduction in coverage, cancellation, or other termination thereof.

Required limits:

Commercial General Liability:

Coverage should include premises operations, products and completed operations, broad form property damage, contractual liability, independent contractors, and personal and advertising injury with minimum limits of \$1,000,000 limit per occurrence for bodily injury and property damage; \$2,000,000 aggregate. The policy shall include the Village of East Dundee and its subsidiaries, affiliates, officers, directors and employees as additional insureds. The coverage provided by the additional insured endorsement shall be primary without right of contribution by any coverage carried by the Village of East Dundee and its subsidiaries, affiliates, officers, directors and employees. The policy shall include a waiver of subrogation endorsement in favor of the Village of East Dundee and its subsidiaries. The policy shall contain a severability of interest clause for all additional insureds with no cross suits liability exclusion. Coverage shall not contain an exclusion for bodily injury or property damage after work is completed or is put to its intended use.

Workers Compensation:

Workers compensation coverage: statutory limits required by all authorities having jurisdiction in locations in which any subtenants operates,

Employers liability coverage:

- \$1,000,000 Bodily injury by accident each accident
- \$1,000,000 Bodily injury by disease each employee
- \$1,000,000 Bodily injury by disease policy limit

The Employers Liability Limits may be combined with either an Excess or Umbrella Liability policy.

The policy shall include a waiver of subrogation endorsement in favor of the Village of East Dundee and its subsidiaries.

Automobile Liability: Coverage for owned, leased, hired and non-owned vehicles with a combined single limit of \$1,000,000 for bodily injury and property damage.

The policy shall include the Village of East Dundee and its subsidiaries, affiliates, officers, directors and employees as additional insureds. The coverage provided by the additional insured endorsement shall be primary without right of contribution by any coverage carried by the Village of East Dundee and its subsidiaries, affiliates, officers, directors and employees. The policy shall include a waiver of subrogation endorsement in favor of the Village of East Dundee and its subsidiaries.

Umbrella Liability:

Coverage excess of general liability, auto liability and employer's liability in an amount of at least \$1,000,000 per occurrence with defense outside the limit.

Property, Tools and Equipment:

The Subtenant shall be responsible for any loss or damage to any property owned by, or in control of, Subtenant, including, without limitation, tools, equipment and materials.

Conditions Applying to All Coverages:

Any deductibles must be declared to and approved by the Village of East Dundee. Any changes to the coverages required must be authorized in advance by the Village of East Dundee and be documented in writing. The certificate shall provide that 30 days prior written notice of cancellation be given to the Village of East Dundee and its subsidiaries. Certificates for renewal policies must be issued 10 days prior to the renewal date. All liability policies for injury and property damage shall be issued on the "occurrence" form. All coverages must be in a company approved to do business in the state and carrying a rating of at least A- VII by A.M. Best's. Coverages for Subtenants must have a carrier rating of at least A- VII by A.M. Best's. Tenant shall be responsible for assuring that all Subtenants are properly insured and maintain the same coverages, terms, and conditions as required by this agreement. The Village of East Dundee reserves the right to increase or expand these requirements when it deems prudent. Subtenant's property (auto, contents, tools, equipment and stock), are their own responsibility and not the responsibility of the Village for theft, destruction or fire.

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement ("Lease") dated as of October ______, 2023, is made by and between DeLoris Doederlein (hereinafter the "Landlord") and Greg Capocasa, d/b/a Mid Valley Glass & Service (hereinafter the "Tenant").

RECITALS

A.	Landlord leases that certain property commonly known as 110 Railroad Street, East
Dundee, Illino	is 60118 (the "Property") pursuant to that certain Industrial Lease Agreement by
and between V	Tillage of East Dundee, Illinois, as landlord, and DeLoris Doederlein, as tenant, dated
	, 2023 (the "Master Lease").

B. Landlord desires to sublease on a non-exclusive basis the Property to Tenant pursuant to the terms hereof.

AGREEMENT

- 1. <u>DESCRIPTION OF PREMISES:</u> Landlord, for and in consideration of the rents, covenants and agreements hereinafter mentioned and agreed to be paid, kept and performed by Tenant, by these presents does lease to Tenant on a non-exclusive basis the Property together with all improvements thereon, and all appurtenant rights of ingress and egress and all other easements and rights appurtenant thereto (hereinafter collectively referred to as the "*Premises*").
- 2. USE OF PREMISES: Tenant shall use the Premises for the operation of a glass servicing company including but not limited to glass repair and office uses related thereto as more specifically described on Exhibit A attached hereto and incorporated by this reference and which includes a list of the Hazardous Materials (as defined in Section 16) and the quantities maintained on the Premises and the location of such Hazardous Materials. Tenant shall not use the Premises for any unlawful purpose. In using the Premises, Tenant shall comply with all applicable federal, state, and local laws governing the use thereof. Tenant shall use best efforts to prevent the Premises from being damaged by the negligence or willful misconduct of its employees. Tenant will not commit waste on the Premises, or cause or permit pipes, lines, conduits, fixtures, or appliances in the Premise to be ruined or damaged by freezing, excessive heat, or lack of reasonable care, maintenance, or repair. Tenant shall operate its business in a safe and proper manner as is normal, considering the uses of the Premises above provided; and shall not manufacture, store, display or maintain any products or materials that will endanger the Premises; shall not use the plumbing for any other purpose than for which it was constructed; shall not make or permit any unreasonable noise and/or odor objectionable to the public or neighbors.
- 3. <u>DELIVERY OF POSSESSION</u>: Landlord shall deliver the non-exclusive possession of the Premises to Tenant at the beginning of the Initial Term of this Lease.
- 4. <u>TERM</u>: The term of this Lease shall be for a period commencing on the date hereof and continuing on a month-to-month basis thereafter until the earlier of: (i) the termination of the Master Lease, for any reason whatsoever, (ii) the Landlord's abandonment of the Premises

pursuant to the terms of the Master Lease or (iii) the termination of this Lease pursuant to the terms hereof.

- 5. <u>RENT</u>: Without demand or setoff, Tenant shall pay to Landlord as annual Rent during the Term the sum of One and No/100 Dollars (\$1.00). The Rent shall be paid to Landlord upon execution of this Lease.
- 6. <u>INSURANCE AND INDEMNITY</u>: Tenant shall, during the lease Term, at Tenant's own expense, obtain and keep in force, such insurance as outlined in Exhibit B attached hereto and made a part hereof.

Neither Landlord nor Landlord's Indemnitees shall be liable for and Tenant shall indemnify and save harmless Landlord and Landlord's Indemnitees from and against any and all liabilities, damages, claims, suits, costs (including costs of suit, attorneys' fees and costs of investigation) and actions of any kind, foreseen or unforeseen, arising or alleged to arise by reason of injury to or death of any person or damage to or loss of property, occurring on, in, or about the Premises, or by reason of any other claim whatsoever of any person or party, occasioned, directly or indirectly, wholly or partly: (a) by any act or omission on the part of Tenant or any Tenant Representative; (b) by any breach, violation or non-performance of any covenant of Tenant under this Lease; or (c) by a Discharge of Contaminants by Tenant or Tenant's subtenants during the Lease term; regardless of whether such liability, claim, suit, cost, injury, death or damage arises from or is attributable to the concurrent negligence, willful misconduct or gross negligence of Landlord or any Landlord Indemnitee. If any action or proceeding shall be brought by or against Landlord or any Landlord Indemnitee in connection with any such liability, claim, suit, cost, injury, death or damage, Tenant, on notice from Landlord or any Landlord Indemnitee, shall defend such action or proceeding, at Tenant's expense, by or through attorneys reasonably satisfactory to Landlord or the Landlord Indemnitee. The provisions of this paragraph shall apply to all activities of Tenant or any Tenant Representative with respect to the Premises, whether occurring before or after execution of this Lease. Tenant's obligations under this paragraph shall not be limited to the coverage of insurance maintained or required to be maintained by Tenant under this Lease. Neither Landlord nor any Landlord Indemnitee shall be liable in any manner to Tenant or any Tenant Representative for any injury to or death of persons or for any loss of or damage to property, regardless of whether such loss or damage is occasioned by casualty, theft or any other cause of whatsoever nature, including loss or damage caused solely by the negligent, willful misconduct or gross negligence of Landlord or any Landlord Indemnitee. In no event shall Landlord or any Landlord Indemnitee be liable in any manner to Tenant or any Tenant Representative as the result of the acts or omissions of Tenant or a Tenant Representative and all liability therefore shall rest with Tenant. All personal property upon the Premises shall be at the risk of Tenant only, and neither Landlord nor any Landlord Indemnitee shall be liable for any damage thereto or theft thereof, whether or not due in whole or in part to the negligence, willful misconduct or gross negligence of Landlord or any Landlord Indemnitee.

7. <u>WAIVER OF SUBROGATION</u>: Regardless of the insurance coverage actually maintained by the parties under this Lease, each party, and all persons claiming by, through or under them, hereby waives all liability and all rights to recovery and subrogation against, and agrees that neither it nor its insurers will sue, the other party for any loss of or damage to property arising out of fire or casualty to the extent the same is insurable, and each party agrees that all

insurance policies relating to the Premises or Property will contain waivers by the insurer of such liability, recovery, subrogation and suit.

- 8. <u>LANDLORD WAIVER AND CONSENT</u>: Landlord agrees to execute and deliver such waivers and consents reasonably requested from time to time by Tenant's lender(s), waiving any rights that Landlord may have in Tenant's personal property and assets not affixed to the Premises (including, without limitation, inventory, accounts and equipment) now or hereafter located on the Premises and permitting such lender(s) and/or their agents to have reasonable access to the Premises to inspect and remove such property and assets in accordance with the terms and conditions of any loan and security agreements between Tenant and such lender(s). Landlord acknowledges that it does not have any security interest or other claim to such personal property and assets of Tenant and hereby waives any Landlord or other liens in favor of Landlord arising under law or otherwise.
- 9. <u>LANDLORD'S ACCESS TO PREMISES</u>: Landlord may have free access to the Premises at all reasonable times in order to examine the same or to make any alterations or repairs to the Premises which Landlord may deem necessary for the safety and/or preservation thereof without causing or permitting unreasonable disruption to Tenant's normal business operations.
- ASSIGNMENT OR SUB-LETTING: Tenant shall not pledge, assign, mortgage, hypothecate or otherwise transfer this Lease and/or its interest hereunder and/or sublease all or any portion of the Premises. Any pledge, sale, assignment, mortgage, hypothecation or other transfer of substantially all of Tenant's assets, whether voluntary or involuntary, pursuant to attachment or foreclosure, or arising from any merger, consolidation or otherwise, or by any operation of law, shall be deemed an assignment of this Lease in violation of this provision. Any attempt to pledge, assign, mortgage, hypothecate or otherwise transfer this Lease or sublet all or any portion of the Premises in violation of this provision shall be deemed void ab initio and Landlord shall have the right to terminate this Lease upon any such attempted transfer or subletting. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims, demands, fines, suits, actions, proceedings, orders, decrees and judgments of any kind or nature by or in favor of anyone whomsoever and from and against any and all reasonable out-of-pocket costs and expenses, including reasonable attorneys' fees resulting in whole or in part out of any third party's use of the Premises.
- 12. <u>REPAIRS AND MAINTENANCE</u>: Landlord shall be responsible for any maintenance and repairs of the Premises consistent with Landlord's obligations under the Master Lease. Any maintenance or repairs to the Premises required as a result of any negligent act or any omission by Tenant or any of Tenant's employees, agents, or invitees, shall be the sole responsibility of Tenant.
- 15. <u>CONDEMNATION</u>: If all or any portion of the Premises is taken under the power of eminent domain, or sold under the threat of the exercise of the power (both called "Condemnation"), this Lease shall terminate in its entirety and Tenant shall vacate the Premises.
- 16. <u>HAZARDOUS MATERIALS</u>: As used in this Lease, the term "Hazardous Material" means any flammable items, explosives, radioactive materials, hazardous or toxic substances, material or waste or related materials, including any substances defined as or included

in the definition of "hazardous substances," "hazardous wastes," "hazardous materials" or "toxic substances" now or subsequently regulated under any applicable federal, state or local laws or regulations, including without limitation petroleum-based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, PCBs and similar compounds, and including any different products and materials which are subsequently found to have adverse effects on the environment or the health and safety of persons. Tenant shall not cause or permit any Hazardous Material in quantities that violate such applicable laws to be generated, produced, brought upon, used, stored, treated or disposed of in or about the Premises by Tenant, its agents, employees, contractors, sublessees or invitees without the prior written consent of Landlord.

Tenant shall comply with applicable laws, rules, regulations and ordinances regarding the manufacture, sale, storage, distribution and disposal of Hazardous Materials, and shall save, indemnify and defend and hold harmless Landlord, its respective members, managers, officers, employees, and agents from and against any and all claims demands, suits, expenses, damages, causes of action and/or cost of abating or remediating any conditions caused by relating to the presence of Hazardous Materials on the Property to the extent that such Hazardous Materials came upon the Property as a direct result of Tenant's use of the Property after the commencement of the term of this Lease.

- 17. SUBORDINATION OF LEASE: Landlord reserves the right to demand and obtain from the Tenant a waiver of priority of Tenant's lien arising by virtue of the Lease, thereby subordinating Tenant's said lien in favor of a first mortgage loan, or in favor of any mortgage lien or any refinancing or replacing of a mortgage loan that may become necessary or desirable from time to time to the Landlord in the future, and Tenant, upon demand by the Landlord for same, agrees to execute at any and all times such instruments, that may be reasonably required by any such lending institution or prospective first mortgagee in order to effectuate such waiver of priority and subordination of Tenant's lien. It is a condition, however, of the subordination and lien provisions herein provided, that Landlord, at its expense, shall procure from any such mortgagee an agreement, in writing, in form and substance acceptable to Tenant, providing in substance that so long as Tenant substantially performs the obligations imposed upon Tenant hereunder within the applicable grace or cure period, its tenancy will not be disturbed, nor its rights under this Lease affected, by any default under such mortgage nor shall Tenant be named as a defendant in any foreclosure proceeding.
- 18. <u>DAMAGE OR DESTRUCTION</u>: In the event the Premises are damaged or destroyed by any peril, including but not limited to fire, wind or other casualty (with each such occurrence being a "Casualty"), at any time during this Lease, whether covered by insurance or not, Tenant shall give prompt notice thereof to Landlord and this Lease shall be immediately terminated.
- 19. <u>RISK OF LOSS</u>: All property of Tenant located on the Premises, and all property of other person(s) located on the Property, shall be so located at the risk of Tenant or such other owner(s).

20. DEFAULT:

- A. Events of Tenant Default. The following events shall be deemed to be events of default by Tenant under this Lease: (i) if Tenant shall fail to make any payment of Rent when due and such non-payment is not remedied within five (5) days after Tenant's receipt of written notice from Landlord; (ii) if Tenant shall fail to comply with any term or provision of this Lease, other than the payment of Rent, for more than ten (10) days after Landlord gives Tenant written notice of such default, or, if such default is not capable of being cured within such ten (10) day period, Tenant has not commenced such performance in good faith within such ten (10) day period and is not diligently proceeded therewith to completion; (iii) if Tenant shall become insolvent, or shall make a transfer in fraud of its creditors; (iv) if a receiver or trustee shall be appointed for all or substantially all of the assets of Tenant, or (v) Tenant shall be the subject (voluntarily or involuntarily) of an order for relief under any chapter of the United States Bankruptcy Code or shall otherwise be a subject of a case or proceeding under any federal or state bankruptcy law now or hereafter existing or shall become insolvent in the bankruptcy or equity sense, and such order of relief shall not be dismissed or otherwise resolved within 60 days.
- B. Landlord's Remedies. Upon the occurrence of any such event of default, Landlord may terminate this Lease and Tenant's right to possession of the Premises. In the event Landlord terminates the Lease, Tenant shall immediately surrender the Premises to Landlord. Landlord shall also have all other remedies set forth in this Lease or available at law or in equity. All rights and remedies of Landlord shall be cumulative, and none shall exclude any other right or remedy allowed hereunder or at law or in equity. In addition to the other remedies provided in this Lease, Landlord shall be entitled to the restraint by injunction of the violation or attempted violation of any of the covenants, agreements or conditions of this Lease. Tenant shall promptly pay upon notice thereof all of Landlord's reasonable costs, charges and expenses (including the reasonable fees and out-of-pocket expenses of legal counsel, agents and others retained by Landlord) incurred in successfully enforcing Tenant's obligations hereunder or incurred by Landlord in any litigation, negotiation or transaction in which Tenant causes Landlord, without Landlord's fault, to become involved or concerned.

No remedy herein or other conferred upon or reserved to Landlord shall be considered to exclude or suspend any other remedy but the same shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity or by statute, and every power and remedy given by this Lease to Landlord may be exercised from time to time as often as occasion may rise or as may be deemed expedient. No delay or omission of Landlord to exercise any right or power arising from any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Neither the rights herein given to receive, collect, sue for or distrain for any rent or rents, monies or payments, or to enforce the terms, provisions and conditions of this Lease, or to prevent the breach of any such right or of any other right or remedy hereunder or otherwise granted or arising, shall in any way affect or impair or toll the right or power of Landlord to declare the Lease Term hereby granted ended, and to terminate this Lease as provided for in this Lease, or to repossess without terminating the Lease, because of any default in or breach of the covenants, provisions or conditions of this Lease.

C. <u>Landlord's Right to Cure Tenant Defaults</u>. In addition to Landlord's other remedies, if Tenant shall at any time or from time to time fail to make any payment or perform any other act on its part to be made or performed under this Lease, Landlord may, but shall not be obligated to, without waiving or releasing Tenant from any obligation under this Lease, make such

payment or perform such other act to the extent Landlord may deem desirable, and in connection therewith, to pay expenses and employ counsel and Tenant shall pay Landlord's reasonable attorneys' fees in connection therewith. All sums so paid by Landlord and all expenses in connection therewith shall be deemed additional rent hereunder and payable at the time of any installment of Rent thereafter becoming due and Landlord shall have the same rights and remedies for the non-payment thereof as in the case of default in the payment of Rent.

- 21. <u>WAIVER</u>: No waiver of any provision or condition expressed within this Lease shall be implied by any neglect or failure to declare a forfeiture on account of its violation, even though the violation be continued or subsequently repeated. Furthermore, no express waiver shall affect any provision or condition other than the one(s) expressly specified in such waiver. This Lease cannot be orally changed, modified or terminated.
- 22. <u>TENANT'S ESTOPPEL</u>: Tenant shall, from time to time, upon not less than ten (10) days prior written request by Landlord, execute, acknowledge and deliver to Landlord a written statement certifying that this Lease is unmodified and in full force and effect, or that this Lease is in full force and effect as modified and listing the instruments of modification; the dates to which the rents and other charges have been paid; and, whether or not to the best of Tenant's knowledge Landlord is in default hereunder and, if so, specifying the nature of any such default. Landlord and Tenant hereby intend that any such statement delivered pursuant to this paragraph may be relied upon by any prospective purchaser of Landlord's interest, mortgage of Landlord's interest and/or assignee of any mortgage upon Landlord's interest in the Premises.
- 23. <u>NOTICES</u>: Unless otherwise agreed in writing by the parties hereto, all notices under and payments made pursuant to this Lease shall be given or made to the respective parties at the addresses set forth above. Otherwise, notice may be given at such other address as Landlord or Tenant may hereafter designate to the other in writing. Any notice to be given by either party to the other under any provision of this Lease shall be deemed to have been duly delivered when such notice is mailed nationally recognized, receipted, overnight courier or by United States certified or registered mail, return receipt requested, at the addresses set forth herein or otherwise properly designated.
- 24. <u>HOLDOVER</u>: In the event Tenant shall holdover beyond the Term of this Lease or in any circumstance wherein Tenant is required to tender possession of the Premises to Landlord, such holdover tenancy shall be a month-to-month tenancy only. Tenant shall during any such holdover period pay to Landlord a monthly rental equal to Five Hundred and No/100 Dollars (\$500.00) per day. Both Landlord and Tenant may terminate such month-to-month tenancy at any time by giving the other party hereto not less than thirty (30) days prior written notice of its intention to terminate hereunder.
- 25. <u>QUIET POSSESSION</u>: Tenant, upon paying all Rent as and when due, and observing, performing and keeping all of the provisions of this Lease on its part to be observed, performed and kept, shall lawfully, peaceably and quietly have, hold and enjoy the Premises during the Term, or any extension thereof, without hindrance, ejection or molestation by Landlord or any person(s) claiming under Landlord. In the event the Premises is sold to a third party, including the Village of East Dundee, the Landlord shall remain liable for any responsibilities of the Landlord under this Lease.

- 26. <u>SURRENDER</u>: Upon the expiration of the term of this Lease or any extension thereof, or upon any other termination of this Lease, or upon the termination of the tenancy from month-to-month as provided hereinbefore, Tenant shall surrender the Premises to the Landlord in substantially the same condition as on the first day of the Term subject, however, to ordinary wear and tear and any casualty provided for herein.
- 27. <u>SEVERABILITY</u>: In the event that any provision of this Lease is declared to be illegal or invalid, only such provision shall be affected, and this Lease shall then be construed and enforced as if such provision had not been contained herein, and all other provisions not directly dependent thereon shall remain in full force and effect.
- 28. <u>SUCCESSORS, HEIRS AND ASSIGNS</u>: This Lease and all promises, covenants and conditions contained herein shall be binding upon and shall inure to the benefit of the successors, heirs and assigns of Tenant and the successors, heirs and assigns of Landlord; provided, however, that no assignment/sublease by the Tenant in violation of the provisions hereinbefore contained shall vest in the assignee/sublessee any right, title or interest whatsoever.
- 29. <u>APPLICABLE LAW</u>: This Lease shall be construed and governed in accordance with the laws of the State of Illinois.
- 30. <u>COMPLETE AGREEMENT</u>: Landlord and Tenant intend and expressly agree that all previous negotiations, inducements, promises and conditions have been merged into and superseded by this Lease which represents the entire understanding and agreement between them.
- 31. <u>EXECUTION OF LEASE</u>: This Lease may be executed in counterparts and, when all counterparts are executed, the counterparts shall constitute a single binding instrument.
- 32. <u>ATTORNEYS' FEES:</u> Tenant shall pay all of Landlord's costs and fees, including reasonable attorneys' fees, associated with Landlord's enforcement of this Lease.
- 33. <u>JURISDICTION</u>: The parties hereto agree that any legal action initiated by either party to determine or enforce any rights hereunder shall lie exclusively in the Circuit Court of the Sixteenth Judicial Court, Kane County, Illinois.
- 34. <u>JURY WAIVER:</u> The parties hereto further agree that in any action brought by either party, both parties waive the right to have any such action heard and determined by a jury.
- 35. <u>REMOVAL OF PROPERTY UPON TERMINATION:</u> Upon termination of the Lease, Tenant shall be responsible for removing all items of personal property belonging to Tenant and all waste caused by Tenant from the Premises and will leave the Premises in broom clean condition.
- 36. <u>CHANGE OF OWNERSHIP OF THE PROPERTY</u>: In the event the Village of East Dundee ("Village") assumed ownership of the Property and the Master Lease is executed by DeLoris Doederlein as tenant and the Village as landlord then this Lease shall be determined to be a sublease under the Master Lease and shall be assigned by DeLoris Doederlein to the Village with

the understanding and agreement by DeLoris Doederlein that she will continue to be responsible for the responsibilities of the Landlord herein, including but not limited to any repair or maintenance provisions, and she will receive any Rent or other compensation from Tenant but the Village will be considered a Landlord for the other provisions of the Lease, including but not limited to Insurance and Indemnity and Tenant will provide a Certificate of Insurance, naming the Village as the insured Landlord in accordance with Exhibit B.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Commercial Lease Agreement dated as of the date and year first above written.
LANDLORD:
Deloris Doederlein
TENANT:
Greg Capocasa, d/b/a Mid Valley Glass & Service
Grag Concesso
Greg Capocasa

EXHIBIT A USE

Glass servicing company including but not limited to glass repair ("Business") and the following other activities:
Storage of following Vehicles:
Utilization of the following Equipment in the Business:
Storage of the following Product:
Repair of the vehicles and equipment used in the Business
Office for the Business.
Storage and location of the following Hazardous Materials:

EXHIBIT B MINIMUM ACCEPTABLE INSURANCE REQUIREMENTS FOR SUBTENANTS/CONTRACTORS

During the term of the Master Lease with the Village of East Dundee (Landlord for this Exhibit B), DeLoris Doederlein will require the Tenant, at their own expense, to have in effect the coverages listed below. The Tenant shall also require the same from all of its contractors engaged in work on the Premises.

All policies shall be taken out with insurers that are acceptable to Landlord and in form satisfactory to Landlord. Tenant agrees that certificates of insurance, or, if required by Landlord or the mortgagees of Landlord, certified copies of each such insurance policy, will be delivered to Landlord as soon as practicable after the placing of the required insurance. Tenant shall, contemporaneously with the execution of this Lease, provide Landlord with a certificate of insurance as written evidence of the insurance in force, and renewals thereof shall be delivered to Landlord at least thirty (30) days prior to the expiration of the respective policy terms. All policies shall contain an undertaking by the insurers to notify Landlord and the mortgagees of Landlord in writing not less than thirty (30) days before any material change, reduction in coverage, cancellation, or other termination thereof.

Required limits:

Commercial General Liability:

Coverage should include premises operations, products and completed operations, broad form property damage, contractual liability, independent contractors, and personal and advertising injury with minimum limits of \$1,000,000 limit per occurrence for bodily injury and property damage; \$2,000,000 aggregate. The policy shall include the Village of East Dundee and its subsidiaries, affiliates, officers, directors and employees as additional insureds. The coverage provided by the additional insured endorsement shall be primary without right of contribution by any coverage carried by the Village of East Dundee and its subsidiaries, affiliates, officers, directors and employees. The policy shall include a waiver of subrogation endorsement in favor of the Village of East Dundee and its subsidiaries. The policy shall contain a severability of interest clause for all additional insureds with no cross suits liability exclusion. Coverage shall not contain an exclusion for bodily injury or property damage after work is completed or is put to its intended use.

Workers Compensation:

Workers compensation coverage: statutory limits required by all authorities having jurisdiction in locations in which any subtenants operates,

Employers liability coverage:

- \$1,000,000 Bodily injury by accident each accident
- \$1,000,000 Bodily injury by disease each employee
- \$1,000,000 Bodily injury by disease policy limit

The Employers Liability Limits may be combined with either an Excess or Umbrella Liability policy.

The policy shall include a waiver of subrogation endorsement in favor of the Village of East Dundee and its subsidiaries.

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The policy shall include the Village of East Dundee and its subsidiaries, affiliates, officers, directors and employees as additional insureds. The coverage provided by the additional insured endorsement shall be primary without right of contribution by any coverage carried by the Village of East Dundee and its subsidiaries, affiliates, officers, directors and employees. The policy shall include a waiver of subrogation endorsement in favor of the Village of East Dundee and its subsidiaries.

Umbrella Liability:

Coverage excess of general liability, auto liability and employer's liability in an amount of at least \$1,000,000 per occurrence with defense outside the limit.

Property, Tools and Equipment:

The Subtenant shall be responsible for any loss or damage to any property owned by, or in control of, Subtenant, including, without limitation, tools, equipment and materials.

Conditions Applying to All Coverages:

Any deductibles must be declared to and approved by the Village of East Dundee. Any changes to the coverages required must be authorized in advance by the Village of East Dundee and be documented in writing. The certificate shall provide that 30 days prior written notice of cancellation be given to the Village of East Dundee and its subsidiaries. Certificates for renewal policies must be issued 10 days prior to the renewal date. All liability policies for injury and property damage shall be issued on the "occurrence" form. All coverages must be in a company approved to do business in the state and carrying a rating of at least A- VII by A.M. Best's. Coverages for Subtenants must have a carrier rating of at least A- VII by A.M. Best's. Tenant shall be responsible for assuring that all Subtenants are properly insured and maintain the same coverages, terms, and conditions as required by this agreement. The Village of East Dundee reserves the right to increase or expand these requirements when it deems prudent. Subtenant's property (auto, contents, tools, equipment and stock), are their own responsibility and not the responsibility of the Village for theft, destruction or fire.

TENANT ESTOPPEL CERTIFICATE

This Certificate is given to the Village of East Dundee, an Illinois municipal corporation. and
assignees (the "Buyer"), by (the "Tenant"), we the understanding that Buyer and its counsel will rely on this Certificate in connection with Buyer's purchase of
property located at 110 Railroad Street, East Dundee, IL (the " Property ").
Tenant hereby certifies as follows:
1. The undersigned is the Tenant under that certain Lease dated
2. As of the date of the Tenant's execution of this Certificate, Tenant is occupying and payrent on a current basis for the following portions of the Property pursuant to the Lease: East Dund IL (the "Premises").
3. Tenant acknowledges that the commencement date of the initial term of the Lease ; the expiration date of the initial term of the Lease is
4. The current monthly net rent is \$, payable monthly in advance on the first of each calendar month. No rent has been prepaid except for the current month.
5. Tenant pays per month as for heat/ water/ gas ("Utilities")Utilit have been prepaid.
6. A security deposit of \$ has been made under the Lease. There is no interest on this Security Deposit.
7. Tenant does not have any right or option to renew or extend the term of the Lease, or expand into any additional space, or to purchase all or any part of the Property or the Premises.
8. Tenant has properly executed the Lease and the Lease is in full force and effect.
9. Tenant has accepted possession and is in occupancy of the Premises, and all items to performed by Landlord have been completed, including, but not limited to, completion of construction thereof (a all other improvements required to be completed by Landlord under the Lease) in accordance with applicable pla and specifications and within the time periods set forth in the Lease, and the payment by Landlord of any contribut towards work to be performed by Tenant under the Lease. Tenant is open for business; rent payments has commenced, and all tenant improvements in the Premises have been completed by Landlord and Tenant, as described in the Lease.
10. All obligations of Landlord under the Lease have been performed, and Landlord is not default under the Lease. Tenant has no defense as to its obligations under the Lease and asserts no setoff, claim counterclaim against Landlord under or with respect to the Lease.
11. No free periods of rent, tenant improvements, contributions or other concessions have be granted to Tenant; Landlord is not reimbursing Tenant or paying Tenant's rent obligations under any other lease; a

set off against, future rent payments.

Tenant has not advanced any funds for or on behalf of Landlord for which Tenant has a right of deduction from, or

nypothecated the I and is able to pay in as no present into	its debts entions	any interest therein or subleased as they mature. Tenant has not	der the Lease. Tenant has not assigned, transferred or d all or any portion of the Premises. Tenant is not insolvent t declared bankruptcy or similar insolvency proceeding, and g has been commenced against Tenant seeking such relief, threatened.
	13.	The Landlord is not in default	under the Lease.
	14.	Tenant consents to the assignment	nent of the Lease to Buyer or its assigns.
	15.	The information on <u>Schedule I</u>	attached hereto is true and correct.
	16. of Tenai	The person executing this Certint enforceable against Tenant.	ificate is authorized by Tenant to do so and execution hereof
	, 2	202	
			TENANT:
			an Illinois LLC/corporation,
			By:Name: Title:

SCHEDULE I

TENANT CONTACT INFORMATION FORM

GENERAL CORRESPONDENCE COM		
	eted for maintenance and general building related issues.)	
Contact Name & Title:		
	Fax #:	
ACCOUNTING CONTACT		
	matters related to rent and/or invoice payments.)	
Contact Name & Title:		
_		
	Fax #:	
The contacts must be available 24 hours affecting your business, i.e. security, fire, p		
Emergency Contact #1:	Day Phone #:	
Pager #:	Other/Cell:	
Evening/Weekend Phone #:		
Emergency Contact #2:	Day Phone #:	
Pager #:	Other #/Cell #:	
Evening/Weekend Phone #:		
EIDE DER ADTMENT DEGLINDER IN	CODM A TYON	
FIRE DEPARTMENT REQUIRED INI		
What are your normal business days & hou	ITS /	
How many people work or have a daily pro	esence in your office?	

Memorandum

To: Village President and Board of Trustees

From: Franco Bottalico, Assistant to the Village Administrator

Subject: Depot Discussion

Date: October 16, 2023



Action Requested:

The Community Events & Depot Committee (CEDC) and staff recommend Village Board approval to add one part-time FTE Village employee to staff the Depot for the remainder of 2023, and the authorization to create a Depot Council.

Summary:

The Village owns and maintains The Depot located at 319 N. River Street. Currently, the Village contracts with Bill Zelsdorf to staff The Depot until October 28, 2023, which is the end of the Depot Market season. Mr. Zelsdorf is not a village employee but serves as a contracted employee. This was done on a temporary basis to bridge the vacancy period until a lease agreement would have been executed between the Village and a non-profit after the recent departure of the Dundee Township Visitor's Center nonprofit. However, staff were notified that the applicant to the recent Depot RFP process was unable to move forward with their proposal.

It is the desire of the Village to have The Depot staffed to assist visitors to the Downtown and during Village-sponsored events or Depot rentals. Because of the applicant's withdrawal from the RFP process, staff and the CEDC are recommending retaining Mr. Zelsdorf's services but instead converting him to a part-time Village employee instead of a contractor. Additionally, as part of the 2024 budget request, staff will be requesting the Board's authorization to hire one additional part-time FTE who will assist in staffing The Depot during summer hours. The other FTE will have rotating days with Mr. Zelsdorf to provide additional hours coverage during the busier warmer weather months.

Should the Board authorize staff to move forward with this proposal, staff will coordinate the job description and hiring process for an October 30, 2023 start date for Mr. Zelsdorf, and a job posting in early 2024 for the second position.

Additionally, at the October 9th CEDC meeting, it was the consensus of the Committee, at staff's recommendation, to have the Board explore the idea of creating a Depot Council ("Council").

This Council would operate similar to the Arts Council and be self-sustaining as far as operations. The Council would oversee the operations of the Depot Market as a Village event and any potential rental applications and additional Village events; however, this Council would be an extension of the Village Board and under the Village Board's purview. Staff recommends this approach as it still allows the Village to have oversight of operations and recommendations to the Board. Additionally, the two part-time positions at The Depot will provide staff with additional support on Village events and during Depot rentals and will also administer and manage the Depot Market under the direction of the Depot Council.

Should the Board direct staff to move forward with this creation, Staff will work with the Village Attorney to draft an ordinance for the Village Board to consider a Depot Council at a future Board meeting.

Memorandum

To: Village President and Board of Trustees

From: Brandiss J. Martin, Finance & Administrative Services Director

Subject: Discussion of Removing Refuse Sunset Clause

Date: October 16, 2023



Action Requested:

Staff request Village Board discussion and direction on the removal or extension of the refuse sunset clause approved on April 16, 2018, in Ordinance 18-06 which amended Chapter 50 of the Village of East Dundee Municipal Code.

Funding Source:

Revenue and expenditures for refuse and recycling occur within the General Fund.

Summary:

The Village Board has expressed a desire to have a discussion regarding the continued renewal of the sunset clause for refuse and recycling services provided to residents and businesses. The sunset clause allows the Village to pass along the cost of refuse and recycling fees to users instead of the Village absorbing the entire cost of the service.

On August 7, 2017, the Village Board adopted an amended ordinance (17-40) detailing the provisions of the Village's refuse and recycling responsibilities. In 2019, the Village negotiated and implemented a new monthly rate, specifically for senior customers of the Village's refuse and recycling collection program. The ordinance also established a sunset clause effective April 30, 2018. Annually, staff has presented an ordinance seeking an extension of ordinance 17-40, which the Village Board has approved.

In consideration of 2024 budget preparation, staff is requesting the Village Board discuss whether or not an extension or amendment and removal of the sunset ordinance will be the Board's direction for the new budget year and onward.

Discussion

In discussing such removal, the Board must consider the following:

- 1. The cost of refuse service is approximately \$270,000, annually.
- 2. The General Fund's primary revenue source is Home Rule and regular sales tax. This makes up nearly 50% or more of the revenue in the Fund. Heavy reliance on such

- revenue can be problematic as it ebbs and flows based on economic conditions at the time and could pose problems supplementing costly user fees in the future.
- 3. In most communities, the majority of all user fees (i.e. water & sewer) are paid for directly by the user and is not supplemented by the municipality to allow for the funding of other, more significant, services, projects, and infrastructure needs of the municipality. Residents and businesses of the Village who do not utilize our contracted vendor for refuse and recycling will be paying for the cost of a user service that does not benefit them.
- 4. Annually, the Board makes considerable efforts to fully fund the Police Pension at the Lauterbach & Amen's recommended contribution amount. The Pension Fund is currently partially funded by the Village's property tax levy. The property taxes received do not fully fund this contribution, and as such, the Village supplements the contribution through the General Fund. In order to meet the recommended contribution amounts for SY23, the Village will make an additional contribution of \$349,854 from the General Fund. With the hiring of the Deputy Chief and two new officers as well as the objective of becoming a completely full-time department, the cost of Police Pension contributions will significantly increase, requiring an increase to the tax levy, or additional supplementary funds from the General Fund.
- 5. The Prairie Lakes TIF will expire December 31, 2023. The Village will collect its final incremental tax revenue from this TIF in 2024. When the Village is able to levy to capture this increment for property taxes payable in 2025, staff will recommend this entire portion of the increment be directed to supplement payments to the Police Pension.
- 6. Without an identified new source of revenue or increase to alternative fees to replace this user fee, staff does not recommend the elimination of this user fee.

Legislative History:

Chapter 50 of the Code of Ordinances (Garbage and Refuse) was amended on August 7, 2017. The automatic sunset date for the ordinance was approved on April 16, 2018 (Ordinance 18-06), April 8, 2019 (19-12), April 20, 2020 (20-09), April 19, 2021 (21-15), April 18, 2022 (22-16), and on April 17, 2023 (23-19).

Memorandum

To: Village President and Board of Trustees

From: Erika Storlie, Village Administrator

Subject: Parking Minimums in the Downtown Area Discussion

Date: October 16, 2023



Action Requested:

At the request of Trustee Saviano with endorsement from Trustees Mahoney and Kunze, removing parking minimums for businesses in the downtown area is being added to the Village Board agenda for discussion.

Summary:

Staff was asked to place this item on the agenda for discussion at the October 16, 2023, meeting. With direction from the Village Board, staff can return to a future Village Board meeting with further research and recommendations regarding this issue. Also, any recommended changes to the zoning code must first go to the Planning and Zoning & Historic Commission for review.

