

## AGENDA

*Village of Hoffman Estates  
Second Meeting of the Month  
Village Board of Trustees*

*1900 Hassell Road  
Hoffman Estates, IL 60169  
847/882-9100*

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<b>Board Room</b>	<b>7:00 p.m.</b>	<b>December 18, 2017</b>
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1. **CALL TO ORDER/ROLL CALL**
2. **PLEDGE OF ALLEGIANCE TO THE FLAG**
3. **RECOGNITION OF AUDIENCE**
4. **APPROVAL OF MINUTES** – December 4, 2017
5. **CONSENT AGENDA/OMNIBUS VOTE (Roll Call Vote)**  
*(All items under the Consent Agenda are considered to be routine in nature and will be enacted by one motion. There will be no separate discussion of these items unless a Trustee so requests. In that event, the discussion will be the first item of business after approval of the Consent Agenda.)*
  - A. Approval of Agenda
  - B. Approval of the schedule of bills for December 18, 2017 - \$9,881,585.95
  - C. Request Board approval of a Resolution adopting a Policy Prohibiting Sexual Harassment for the Village of Hoffman Estates.
  - D. Request Board approval of a Resolution establishing fees for Police and Fire Department personnel (hireback rates).
  - E. Request Board approval of 2018 Village Board and Standing Committee meeting schedule.
  - F. Request Board approval of request by the Hoffman Estates Park District for an extension of the Chino Park Intergovernmental Agreement to December 18, 2037.
  - G. Request Board approval of request by MR ACE, LLC d/b/a Hoffman Estates Ace, for approval of an Incentive Agreement for the Ace Hardware store in the Crossroads Commons Shopping Center.
  - H. Request Board approval of an amendment to the Purchase and Sale Agreement with SVAP Hoffman Plaza IV, L.P. for the sale of 75-85 E. Golf Road, retroactive to December 6, 2017.
  - I. Request Board approval of a contract extension for elevator inspection and plan review services to Elevator Inspection Service Co., Inc., Burr Ridge, IL.
  - J. Request Board authorization to:
    - 1) waive formal bidding; and
    - 2) award contract for purchase of a 2018 Ferrara Ignitor Pumper to Ferrara Fire Apparatus, Holden, LA, in an amount not to exceed \$587,000.
  - K. Request Board authorization to purchase excess property and liability insurance and excess workers' compensation insurance from Alliant Americas Brokerage Services.

**5. ADDITIONAL BUSINESS – Continued**

- L. Request Board approval to enter into an agreement for Bond Counsel and possibly Disclosure Counsel legal services with Louis F. Cainkar, LTD for the upcoming bond refunding anticipated to take place in FY2018.
- M. Request Board authorization to declare \$16,182,608.01 as the developer and taxing district allocation for tax levy year 2016 within the EDA Special Tax Allocation Fund, and direct the Treasurer to remit said funds to the developer and taxing districts per PA097-0636.
- N. Request Board authorization to extend 2017 contract for 2018 contracted parkway tree trimming program to Winkler's Tree and Landscaping Inc., LaGrange, IL (low bid) in an amount not to exceed \$50,000.
- O. Request Board authorization to:
  - 1) waive formal bidding; and
  - 2) purchase a portage message board through Tapco Inc., Brown Deer, WI, using the U.S. Communities contract discount, in an amount not to exceed \$17,644.35.

**6. REPORTS****A. President's Report**

... Presentation(s)

- Great Citizen Award (Carl Baumert – Shop with a Cop)
- Certificate of Achievement (Sam Deveraux – Special Olympics)

... Proclamation(s)

- Robert Markko Day (30 Years Service)
- Carl Baumert Day (25 Years Service)
- Harry Russmann Day (25 Years Service)
- John Bending Day (20 Years Service)
- Howard DeLord Day (20 Years Service)
- Universal Hour of Peace

... Appointments

- Sohita Patel – Planning & Zoning Commission

**B. Trustee Comments****C. Village Manager's Report****D. Village Clerk's Report****E. Treasurer's Report****7. PLANNING & ZONING COMMISSION REPORTS**

- A. Request by Itasca Bank & Trust Co., Trust #12551 (owner) and Stonegate Properties, Inc. (applicant) for a site plan amendment for a second drive-thru on the property located at 2061-2071 N. Barrington Road, with 5 conditions (see packets).

Voting: 2 Ayes, 4 Nays, 5 Absent

Motion failed.

*(Item deferred – see minutes of December 4, 2017)*

7. **PLANNING & ZONING COMMISSION REPORTS -- Continued**

B. Request by Itasca Bank & Trust Co., Trust #12551 (owner) and Stonegate Properties, Inc. (applicant) for a variation under Section 9-3-8-M-10-e-(1) of the Zoning Code to permit a third (11 square foot) menu board sign and an additional ground sign (3 square foot speaker post) on the property located at 2061-2071 N. Barrington Road, with 4 conditions (see packets).

Voting: 2 Ayes, 4 Nays, 5 Absent

Motion failed.

*(Item deferred – see minutes of December 4, 2017)*

8. **ADDITIONAL BUSINESS** *(All other new business; those items not recommended unanimously by the Committee)*

9. **ADJOURNMENT**

**MEETING:** HOFFMAN ESTATES VILLAGE BOARD  
**DATE:** DECEMBER 4, 2017  
**PLACE:** COUNCIL CHAMBERS  
MUNICIPAL BUILDING COMPLEX  
1900 HASSELL ROAD  
HOFFMAN ESTATES, ILLINOIS

**1. CALL TO ORDER:**

Village President William McLeod called the meeting to order at 7:00 p.m. The Village Clerk called the roll. Trustees present: Gary Pilafas, Gary Stanton, Michael Gaeta, Karen Arnet, Karen Mills, Anna Newell  
A quorum was present.

**ADMINISTRATIVE PERSONNEL PRESENT:**

J. Norris, Village Manager  
D. O'Malley, Deputy Village Manager  
A. Janura Corporation Counsel  
M. Koplin, Asst. Village Manager-Development Services  
P. Fortunato, Deputy Fire Chief  
T. Bos, Police Chief  
J. Nebel, Public Works Director  
F. Besenhoffer, IS Director  
R. Musiala, Finance Director  
P. Seger, HRM Director  
M. Saavedra, H&HS Director  
P. Gugliotta, Planning, Building Code Enforcement Director  
M. Hankey, Transportation & Engineering Director  
B. Anderson, CATV Coordinator  
S. Ostrovsky, Asst. to the Village Manager

**2. PLEDGE OF ALLEGIANCE TO THE FLAG:**

The Pledge was led by Trustee Pilafas.

**3. RECOGNITION OF AUDIENCE:**

No one wished to be recognized.

**4. APPROVAL OF MINUTES:**

Motion by Trustee Gaeta, seconded by Trustee Arnet, to approve Item 4. Voice vote taken. All Ayes.  
Motion carried.

Approval of Minutes  
Minutes from November 20, 2017.

**5. CONSENT AGENDA/OMNIBUS VOTE:**

Motion by Trustee Gaeta, seconded by Trustee Stanton, to approve Item 5.A.

**5.A. Approval of Agenda**

Roll Call:

Aye: Pilafas, Stanton, Gaeta, Arnet, Mills, Newell

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Gaeta, seconded by Trustee Stanton, to approve Item 5.B.

**5.B. Approval of the schedule of bills for December 4, 2017: \$2,574,879.11.**

Roll Call:

Aye: Pilafas, Stanton, Gaeta, Arnet, Mills, Newell

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Gaeta, seconded by Trustee Stanton, to approve Item 5.C.

**5.C. Request Board approval of Ordinance No. 4618-2017 granting a variation to premises at 1694 and 1700 Pondview Drive, Hoffman Estates.**

Roll Call:

Aye: Pilafas, Stanton, Gaeta, Arnet, Mills, Newell

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Gaeta, seconded by Trustee Stanton, to approve Item 5. D.

**5.D. Request Board approval of Ordinance No. 4619-2017 granting a special use to Hoffman Estates Real Estate, LLC (owner), southeast corner of Hoffman Boulevard and Old Sutton Road (extended), Hoffman Estates.**

Roll Call:

Aye: Pilafas, Stanton, Gaeta, Arnet, Mills, Newell

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Gaeta, seconded by Trustee Stanton, to approve Item 5. E.

**5.E. Request Board approval of Ordinance No. 4620-2017 granting an extension to a special use amendment to Poplar Creek L.L.C. (owner) and Stonegate Properties, Inc. (applicant), 2401 W. Higgins Road, Hoffman Estates.**

Roll Call:

Aye: Pilafas, Stanton, Gaeta, Arnet, Mills, Newell

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Gaeta, seconded by Trustee Stanton, to approve Item 5. F.

**5.F.** Request Board approval of Ordinance No. 4621-2017 amending Section 12-4-2, Rates for Water and Sewer Service, of the Hoffman Estates Municipal Code.

Roll Call:

Aye: Pilafas, Stanton, Gaeta, Arnet, Mills, Newell

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Gaeta, seconded by Trustee Stanton, to approve Item 5. G.

**5.G.** Request Board approval of Ordinance No. 4622-2017 amending Section 8-2-1, Fees, and 8-3-14, Employees, of the Hoffman Estates Municipal Code (liquor license interview fee and Basset program).

Roll Call:

Aye: Pilafas, Stanton, Gaeta, Arnet, Mills, Newell

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Gaeta, seconded by Trustee Stanton, to approve Item 5. H.

**5.H.** Request Board approval of Ordinance No. 4623-2017 adopting the budget for all corporate purposes of the Village of Hoffman Estates, Cook and Kane Counties, Illinois, in lieu of the Appropriation Ordinance, for the fiscal year commencing on the 1<sup>st</sup> day of January 2018, and ending on the 31<sup>st</sup> day of December, 2018.

Roll Call:

Aye: Pilafas, Stanton, Gaeta, Arnet, Mills, Newell

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Gaeta, seconded by Trustee Stanton, to approve Item 5.I.

**5.I.** Request Board approval of Ordinance No. 4624-2017 authorizing the levy and collection of taxes for the corporate and municipal purposes of the Village of Hoffman Estates for the fiscal year beginning on the 1<sup>st</sup> day of January, 2018 and ending on the 31<sup>st</sup> day of December, 2018.

Roll Call:

Aye: Pilafas, Stanton, Gaeta, Arnet, Mills, Newell

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Gaeta, seconded by Trustee Stanton, to approve Item 5.J.

**5.J.** Request Board approval of Resolution No. 1647-2017 abating a portion of the 2017 tax levy – Series 2017A and 2017B General Obligation Bonds.

Roll Call:

Aye: Pilafas, Stanton, Gaeta, Arnet, Mills, Newell

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Gaeta, seconded by Trustee Stanton, to approve Item 5.K.

**5.K.** Request Board approval of Resolution No. 1648-2017 abating a portion of the 2017 tax levy – Series 2015A and 2015C Taxable General Obligation Bonds.

Roll Call:

Aye: Pilafas, Stanton, Gaeta, Arnet, Mills, Newell

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Gaeta, seconded by Trustee Stanton, to approve Item 5.L.

**5.L.** Request Board approval of Resolution No. 1649-2017 abating a portion of the 2017 tax levy – Series 2015B General Obligation Bond.

Roll Call:

Aye: Pilafas, Stanton, Gaeta, Arnet, Mills, Newell

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Gaeta, seconded by Trustee Stanton, to approve Item 5.M.

**5.M.** Request Board approval of Resolution 1650-2017 abating a portion of the 2017 tax levy – Series 2008A and 2009A General Obligation Refunding Bond.

Roll Call:

Aye: Pilafas, Stanton, Gaeta, Arnet, Mills, Newell

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Gaeta, seconded by Trustee Stanton, to approve Item 5.N.

**5.N.** Request Board approval of the FY 2018-2025 Capital Improvement Program as recommended by the Capital Improvements Board.

Roll Call:

Aye: Pilafas, Stanton, Gaeta, Arnet, Mills, Newell

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Gaeta, seconded by Trustee Stanton, to approve Item 5.O.

**5.O.** Request Board authorization to award contract for State of Illinois joint purchase of 2017-2018 winter road salt to Morton Salt, Inc., Chicago, IL, at a unit price of \$48.97 per ton, in an amount not to exceed \$176,292.

Roll Call:

Aye: Pilafas, Stanton, Gaeta, Arnet, Mills, Newell

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Gaeta, seconded by Trustee Stanton, to approve Item 5. P.

**5.P.** Request Board authorization to award contract for 2017 electronic message board upgrade to Omega Sign & Lighting, Addison, IL (low qualifying bid), in an amount not to exceed \$59,800.

Roll Call:

Aye: Pilafas, Stanton, Gaeta, Arnet, Mills, Newell

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Gaeta, seconded by Trustee Stanton, to approve Item 5. Q.

**5.Q.** Request Board authorization to: 1) waive formal bidding; and 2) purchase a snow removal tractor through Burris Equipment, Joliet, IL, using the NJPA contract discount, in an amount not to exceed \$36,615.15.

Roll Call:

Aye: Pilafas, Stanton, Gaeta, Arnet, Mills, Newell

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Gaeta, seconded by Trustee Stanton, to approve Item 5.R.

**5.R.** Request Board authorization to: 1) waive formal bidding; and 2) purchase a mini skid steer with attachments through Vermeer Midwest, Aurora, IL, using the NJPA contract discount, in an amount not to exceed \$43,575.

Roll Call:

Aye: Pilafas, Stanton, Gaeta, Arnet, Mills, Newell

Nay:

Mayor McLeod voted aye.

Motion carried.

## **6. REPORTS:**

### **6.A. President's Report**

#### **Proclamation(s)**

Trustee Newell read the following proclamation.

Motion by Trustee Gaeta, seconded by Trustee Pilafas, to concur with the proclamation proclaiming Tuesday, December 19, 2017 as James Arvidson Day. Voice vote taken. All ayes. Motion carried.

Mr. Nebel accepted the proclamation for Mr. Arvidson.

Trustee Stanton read the following proclamation.



Motion by Trustee Gaeta, seconded by Trustee Arnet, to concur with the proclamation proclaiming Friday, December 8, 2017 as Windy City bulls/Hoffman Estates Appreciation Night. Voice vote taken. All ayes. Motion carried.

A representative from the Windy City Bulls thanked the Village for their support, was congratulated by the Board and accepted the proclamation.

Trustee Gaeta read the following proclamation.

Motion by Trustee Arnet, seconded by Trustee Mills, to concur with the proclamation proclaiming December 2017 as National Impaired Driving Prevention Month. Voice vote taken. All ayes. Motion carried.

Chief Bos accepted the proclamation.

Mayor McLeod read a letter from the Government Financial Officers stating that our finance department will be receiving a Certificate of Achievement for Excellence in Financial Reporting and he thanked Rachel for her work in receiving this. He wished Trustee Newell a Happy Birthday and asked if there could be better signage on Barrington Road and Central Roads notifying drivers that the right lane must turn right. He stated that he attended 2 DARE graduations Wine Wednesday, had 2 Mayors for the Day, Dr. Saavedra's 10 year anniversary, he was Principal for a Day at Timber Trails School, attended shop with a Cop, the Teddy Bear Holiday Party, the Eagle Scout Court of Honor for Choi Johnson and the bicentennial flag raising.

#### **6.B. Trustee Comments**

Trustee Newell stated that she attended the budget meeting, the HECPAA stocking stuffer wrapping, a JAWA meeting, the H&HS therapy dog program, Shop with a Cop, the Eagle Scout Court of Honor, the Teddy Bear Holiday Party, she congratulated Dr. Saavedra on her 10 year anniversary and wished Chief Bos a Happy Birthday.

Trustee Stanton stated that he attended Chief Jorian's retirement luncheon, 2 DARE graduations, he wrapped stocking stuffers, attended the grand opening of New Dawn, the Teddy Bear Holiday Party and thanked the Historical Sites Commission for the event, the bicentennial flag raising and he wished Trustee Newell a Happy Birthday.

Trustee Arnet stated that she attended the finance committee meeting, wrapped stocking stuffers, attended Shop with a Cop, the Teddy Bear Holiday Party, the Eagle Scout Court of Honor, she wished Chief Bos and Trustee Newell a Happy Birthday.

Trustee Mills stated that she attended the finance committee budget meeting, Chief Jorian's retirement luncheon and wished him well in his retirement, wished Trustee Newell and Chief Bos a Happy Birthday, she thanked all who contributed to Shop with a Cop and thanked staff for the budget.

Trustee Pilafas wished Trustee Newell a Happy Birthday, congratulated Dr. Saavedra on her anniversary, wished Chief Bos a Happy Birthday, he stated that he attended the Eagle Scout Court of Honor, a Veterans' and Arts Commission meetings and he thanked those who participated in Shop with a Cop.

Trustee Gaeta stated that he attended the Citizens Fire Academy graduation, Chief Jorian's retirement luncheon, the budget meeting, a DARE graduation, the retirement luncheon for Pam Meinicke, the Haverford Place Christmas Party, Shop with a Cop, the Teddy Bear Holiday Party, the Eagle Scout Court of Honor, he wished Trustee Newell and Chief Bos a Happy Birthday and he congratulated Dr. Saavedra on her anniversary.

**6. C. Village Manager's Report**

Mr. Norris wished Chief Bos and Trustee Newell a Happy Birthday and he congratulated Corporation Counsel Janura on his new grandson.

**6. D. Village Clerk's Report**

The Village Clerk stated that during the month of November 135 FOIA requests were received and 49 passports were processed.

**6.E. Committee Reports****Planning, Building & Zoning**

Trustee Stanton stated that they would be meeting to request acceptance of the Department of Development Services monthly reports for the Planning Division, Code Enforcement Division and Economic Development and Tourism.

**General Administration & Personnel**

Trustee Arnet stated that they would be meeting to discuss the 2018 Village Board and Standing Committees meeting schedule; request acceptance of Cable TV, Human Resources Management and Legislative Operations & Outreach Monthly Reports.

**Transportation & Road Improvement**

Trustee Mills stated that they would be meeting to request the acceptance of Transportation Division Monthly Report.

**Public Works & Utilities**

Trustee Newell stated that they would be meeting to request acceptance of the Department of Public Works and Department of Development Services for the Transportation and Engineering Division Monthly Reports.

**Public Health & Safety**

Trustee Gaeta stated that they would be meeting to request authorization to extend 2017 contract for 2018 Contracted Parkway Tree Trimming Program to Winkler's Tree and Landscaping Inc. La Grange, IL (low bid), in an amount not to exceed \$50,000; request authorization to waive bidding and purchase a portable message board through Tapco Inc. Brown Deer, WI, using the U.S. Communities contract discount, in an amount not to exceed \$17,644.35; request acceptance of Police Department, Health & Human Services, Emergency Management Coordinator and Fire Department Monthly Reports.

**Finance**

Trustee Pilafas stated that they would be meeting to request authorization to purchase excess property and liability insurance and excess workers' compensation insurance from Alliant Americas Brokerage Services; request authorization to enter into an agreement for Bond Counsel and Disclosure Counsel legal services with Louis F. Cankar, LTD for the upcoming bond refunding; request authorization to declare \$ \_\_\_\_\_ as the developer and taxing district allocation for tax levy year 2016 within the EDA Special Tax Allocation Fund, and direct the Treasurer to remit said funds to the developer and taxing districts per PA097-0636; request acceptance of Finance Department, Information System Department and Sears Centre Monthly Reports.

**7. PLANNING & ZONING COMMISSION:**

Motion by Trustee Pilafas, seconded by Trustee Gaeta, to reconsider Item 7.A.

Roll Call:

Aye: Pilafas, Stanton, Gaeta, Arnet, Mills, Newell

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Pilafas, seconded by Trustee Gaeta, to defer Item 7.A. until December 18, 2017.

7.A. Request by Itasca Bank & Trust Co., Trust #12551 (owner) and Stonegate Properties, Inc. (applicant) for a site plan amendment for a second drive-thru on the property located at 2061-2071 N. Barrington

Roll Call:

Aye: Pilafas, Stanton, Gaeta, Arnet, Mills, Newell

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Pilafas, seconded by Trustee Gaeta, to reconsider Item 7.B.

Roll Call:

Aye: Pilafas, Stanton, Gaeta, Arnet, Mills, Newell

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Pilafas, seconded by Trustee Gaeta, to defer Item 1.B. until December 18, 2017.

7.E. Request by Itasca Bank & Trust Co., Trust #12551 (owner) and Stonegate Properties, Inc. (applicant) for a variation under Section 9-3-8-M-10-e-(1) of the Zoning Code to permit a third (11 square foot) menu board sign and an additional ground sign (3 square foot speaker post) on the property located at 2061-2071 N. Barrington Road.

Roll Call:

Aye: Pilafas, Stanton, Gaeta, Arnet, Mills, Newell

Nay:

Mayor McLeod voted aye.

Motion carried.

**8. ADDITIONAL BUSINESS:**

There were no Additional Business Items.

**9. ADJOURNMENT:**

Motion by Trustee Mills, seconded by Trustee Pilafas, to adjourn the meeting. Time 7:40 p.m.

Roll Call:

Aye: Pilafas, Stanton, Gaeta, Arnet, Mills, Newell

Nay:

Mayor McLeod voted aye.

Motion carried.

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Bev Romanoff  
Village Clerk

Date Approved

The Village of Hoffman Estates complies with the Americans with Disabilities Act (ADA). For accessibility assistance, call the ADA Coordinator at 847/882-9100.



## BILL LIST SUMMARY

BILL LIST AS OF 12/18/2017	\$	1,019,435.82
MANUAL CHECKS 11/30 - 12/13/2017	\$	46,300.84
WIRE TRANSFERS 11/01 - 11/30/2017	\$	7,252,502.61
CREDIT CARDS 10/06 - 11/05/2017	\$	229,018.45
PAYROLL 12/08/2017	\$	<u>1,334,328.23</u>
TOTAL	\$	9,881,585.95

# VILLAGE OF HOFFMAN ESTATES

December 18, 2017

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
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**GENERAL FUND**

01	0301	CANTEEN REFRESHMENT SERVICES	BEVERAGES	\$644.00
01	0302	ADVANCE AUTO PARTS	STOCK REPAIR PARTS	\$434.75
01	0302	AUTO TRUCK GROUP	REPAIR PARTS	\$419.28
01	0302	BRISTOL HOSE & FITTING	STOCK REPAIR PARTS	\$319.20
01	0302	CHICAGO PARTS & SOUND LLC	STOCK REPAIR PARTS	\$400.48
01	0302	FIRESTONE TRUCK & SERVICE CENTER	STOCK REPAIR PARTS	\$987.44
01	0302	FLEETPRIDE	STOCK REPAIR PARTS	\$48.07
01	0302	FOSTER COACH SALES INC	STOCK REPAIR PARTS	\$89.82
01	0302	LEACH ENTERPRISES INC	RTN STOCK REPAIR PARTS	(\$69.03)
01	0303	XEROX CORP.	COPIER SERVICES	\$468.35

**CASH AND INVENTORIES** **\$3,742.36**

01	1420	JOHN KALOGEROPOULOS	REFUND UPGRADE TREE	\$230.00
01	1450	MARK WONDOLKOWSKI	C-PAL	\$1,400.00
01	1458	KUSTOM SIGNALS INC	CABLE ANTENNA REPLACE	\$92.00
01	1458	ULTRA STROBE COMMUNICATIONS	LABOR TO REMOVE RADAR	\$150.00

**PAYMENTS FROM DEPOSITS ON HAND** **\$1,872.00**

01000013	3454	NAVIN N MEHTA	RENTAL LIC REFUND	\$150.00
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**GENERAL-REVENUE ACCOUNTS** **\$150.00**

01101122	4301	NORTHWEST MUNICIPAL CONFERENCE	CONFERENCE JULY 2017	\$150.00
01101123	4404	AHEAD OF OUR TIME PUBLISHING INC	2018 DUES	\$500.00
01101124	4507	ALFRED G RONAN LTD	PROFESSIONAL SERVICES	\$5,000.00

**LEGISLATIVE** **\$5,650.00**

01101324	4542	RICHARD A KAVITT ATTORNEY AT LAW	LEGAL ADMIN SERVICES	\$2,300.00
01101324	4547	THOMSON REUTERS-WEST	PROFESSIONAL SERVICES	\$856.87
01101324	4567	CLARK BAIRD SMITH LLP	PROFESSIONAL SERVICES	\$418.75

**LEGAL** **\$3,575.62**

01101423	4401	UPS SHIPPING CHARGES	SHIPPING	\$314.14
01101423	4402	OFFICE DEPOT	OFFICE SUPPLIES	\$5.80

# VILLAGE OF HOFFMAN ESTATES

December 18, 2017

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
01101423 4402	WAREHOUSE DIRECT	CASSETTES	\$21.24
01101423 4402	WAREHOUSE DIRECT	OFFICE SUPPLIES	\$10.29
01101423 4402	WAREHOUSE DIRECT	REPAIR PARTS	\$39.61
01101423 4403	THE FINER LINE	ESTIMATED SHIPPING/HANDLING	\$13.37
01101423 4403	THE FINER LINE	GREY/BURGUNDY NAME PLATE	\$24.38
01101424 4510	NEOPOST INC.	POSTAGE	\$1,934.40
<b>FINANCE</b>			<b>\$2,363.23</b>
01101523 4402	OFFICE DEPOT	OFFICE SUPPLIES	\$62.96
01101524 4546	PADDOCK PUBLICATIONS INC	BUDGET NOTICES	\$52.50
<b>VILLAGE CLERK</b>			<b>\$115.46</b>
01101623 4416	XEROX CORP.	COPIER LEASING	\$164.13
<b>HUMAN RESOURCES</b>			<b>\$164.13</b>
01102523 4403	HAGG PRESS INC	1500 - 16 PAGE W/POCKET	\$3,497.00
01102523 4403	PRESSTECH INC.	CITIZEN DEC 2017	\$2,530.00
<b>COMMUNICATIONS</b>			<b>\$6,027.00</b>
01106224 4510	AVI SYSTEMS INC	TIGHTROPE SERVER SUPPORT	\$2,290.00
<b>CABLE TELEVISION</b>			<b>\$2,290.00</b>
<b>TOTAL GENERAL GOVERNMENT DEPARTMENT</b>			<b>\$20,185.44</b>
<b>POLICE DEPARTMENT</b>			
01201223 4402	OFFICE DEPOT	OFFICE SUPPLIES	\$247.36
01201223 4417	MCDONALDS BEAR ESTATES #1, LLC	INMATE MEALS	\$263.69
01201223 4422	CAMIC JOHNSON	PROFESSIONAL SERVICES	\$350.00
01201224 4507	CHERYL AXLEY	PROFESSIONAL SERVICES	\$800.00
<b>ADMINISTRATIVE</b>			<b>\$1,661.05</b>
01202122 4304	UNIFORM DEN INC.	REPAIR PARTS	\$819.00
01202123 4414	INTERSTATE BATTERY SYSTEMS	VEHICLE BATTERIES	\$119.90
01202125 4602	MUNICIPAL ELECTRONICS INC	VARIOUS SUPPLIES	\$890.00
<b>PATROL &amp; RESPONSE</b>			<b>\$1,828.90</b>
01202324 4542	TRANSUNION RISK & ALTERNATIVE	PROFESSIONAL SERVICES	\$95.80
<b>INVESTIGATIONS</b>			<b>\$95.80</b>

# VILLAGE OF HOFFMAN ESTATES

December 18, 2017

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
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01202924 4508	GOLF ROSE PET LODGE	ANIMAL CARE	\$172.20
01202924 4508	GOLF ROSE PET LODGE	MUNICIPAL BOARDING	\$630.00
01202924 4508	GOLF ROSE PET LODGE	RESCUE GROUP FEE	\$75.00
<b>ADMINISTRATIVE SERVICES</b>			<b>\$877.20</b>

**TOTAL POLICE DEPARTMENT** **\$4,462.95**

## FIRE DEPARTMENT

01303122 4301.19	ROMEOVILLE FIRE ACADEMY	TRAINING OCT 23-27	\$345.00
01303122 4304	DLS CUSTOM EMBROIDERY	EMBROIDERY UNIFORMS	\$9.00
01303124 4509.19	CAROL STREAM FIRE PROT.DISTRICT	TOWER USAGE FEE	\$4,600.00
<b>SUPPRESSION</b>			<b>\$4,954.00</b>

01303222 4301	NORTHWEST COMMUNITY EMS DEPT.	TRAINING CE FEES 18 CLASS	\$3,982.00
01303222 4301	NORTHWEST COMMUNITY HOSPITAL	3 SYSTEM ENTREE FEES	\$225.00
01303223 4419	AIRGAS USA, LLC	MEDICAL SUPPLIES	\$210.69
01303223 4419	EMERGENCY MEDICAL PRODUCTS	6 WIRE LIMB LEAD	\$420.00
01303223 4419	EMERGENCY MEDICAL PRODUCTS	FLEX-ALL SPLINT	\$137.70
01303223 4419	EMERGENCY MEDICAL PRODUCTS	LEG TRACTION SPLINT	\$356.07
01303223 4419	EMERGENCY MEDICAL PRODUCTS	LP15 PAPER	\$149.50
01303223 4419	EMERGENCY MEDICAL PRODUCTS	MAIN AND 4 WIRE LIMB LEAD	\$1,388.84
01303223 4419	EMERGENCY MEDICAL PRODUCTS	MERET OMNI PRO	\$737.25
01303223 4419	EMERGENCY MEDICAL PRODUCTS	O2 REGULATORS	\$269.95
01303223 4419	EMERGENCY MEDICAL PRODUCTS	PROSPLINT PEDS	\$359.04
01303223 4419	EMERGENCY MEDICAL PRODUCTS	PROSPLINT ADULT	\$1,014.00
01303223 4419	EMERGENCY MEDICAL PRODUCTS	SUCTION UNIT	\$862.33
<b>EMERGENCY MEDICAL SERVICES</b>			<b>\$10,112.37</b>

01303322 4303	ILLINOIS FIRE INSPECTORS ASSOCIATIO	MEMBERSHIP DUES	\$95.00
01303324 4507	CHGO METRO.FIRE PREVENTION CO	MONTHLY MAINTENANCE FEE	\$1,368.00
01303324 4507	FIRE SAFETY CONSULTANTS INC	SPRINKLER REVIEW	\$91.56
<b>PREVENTION</b>			<b>\$1,554.56</b>

01303523 4412	MIDWEST AIR PRO, INC.	SERVICE CALL	\$180.00
01303525 4628	TRIMARK MARLINN	1 1/2 QT SAUCE PAN	\$37.60
01303525 4628	TRIMARK MARLINN	LODGE 12" CAST IRON SKILL	\$66.20
01303525 4628	TRIMARK MARLINN	LODGE 15" CAST IRON SKILL	\$115.60
<b>FIRE STATIONS</b>			<b>\$399.40</b>

**TOTAL FIRE DEPARTMENT** **\$17,020.33**



# VILLAGE OF HOFFMAN ESTATES

December 18, 2017

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
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**PUBLIC WORKS**

01401223 4402	OFFICE DEPOT	OFFICE SUPPLIES	\$8.72
01401223 4402	THE FINER LINE	ENGRAVING	\$32.84
01401223 4414	OFFICE DEPOT	OFFICE SUPPLIES	\$44.00
01401224 4509	XEROX CORP.	COPIER LEASING	\$144.96

**ADMINISTRATIVE**

**\$230.52**

01404123 4414	ADDISON BUILDING MATERIALS	REPAIR PARTS	\$76.45
01404123 4414	DULTMEIER SALES	REPAIR PARTS	\$368.51
01404123 4414	GRAINGER INC	REPAIR PARTS	\$221.87
01404123 4414	MENARDS - HNVK PARK	VARIOUS SUPPLIES	\$131.00
01404123 4414	MONROE TRUCK EQUIPMENT	REPAIR PARTS	\$118.00
01404124 4507	MURRAY & TRETTEL INC/ WEATHER COMM	WEATHER FORECAST SERVICES	\$400.00

**SNOW & ICE REMOVAL**

**\$1,315.83**

01404224 4510	ADDISON BUILDING MATERIALS	VARIOUS SUPPLIES	\$131.08
01404224 4521	HEALY ASPHALT CO., LLC.	SURFACE	\$369.09
01404224 4521	HEALY ASPHALT CO., LLC.	SURFACE MATERIAL	\$403.30
01404224 4521	THE SHERWIN-WILLIAMS CO	VARIOUS SUPPLIES	\$177.50
01404224 4545	FULLIFE SAFETY CENTER	SAFETY WEAR	\$422.74

**PAVEMENT MAINTENANCE**

**\$1,503.71**

01404323 4414	SHERRILL INC	VARIOUS SUPPLIES	\$270.98
01404324 4507	COMPLETE LANDSCAPING	BODE ROAD MOWING	\$600.00
01404324 4510	VERMEER MIDWEST/VERMEER-IL	BLADE SHARPENING	\$60.00
01404324 4537	A.M. LEONARD, INC.	VARIOUS SUPPLIES	\$31.47

**FORESTRY**

**\$962.45**

01404423 4412	GRAINGER INC	VARIOUS SUPPLIES	\$110.16
01404423 4414	MAJESTIC FLAG & BANNER CO.	3 X 5 VILLAGE FLAG NYLON	\$430.80
01404423 4414	MAJESTIC FLAG & BANNER CO.	4 X 6 AMERICAN FLAG	\$199.00
01404423 4414	MAJESTIC FLAG & BANNER CO.	4 X 6 VILLAGE FLAG NYLON	\$347.40
01404423 4414	MAJESTIC FLAG & BANNER CO.	5 X 8 VILLAGE FLAG NYLON	\$479.60
01404423 4414	OFFICE DEPOT	OFFICE SUPPLIES	\$65.38
01404424 4501	AT & T	LANDLINES	\$383.65
01404424 4503	NICOR GAS	GAS 1700 MOONLAKE	\$473.82
01404424 4503	NICOR GAS	GAS 1775 VISTA	\$137.09
01404424 4503	NICOR GAS	GAS 225 FLAGSTAFF	\$306.89
01404424 4507	ACCURATE DOCUMENT DESTRUCTION INC	DOCUMENT DESTRUCTION	\$486.95
01404424 4507	HOLIDAY CHEER DECORATIONS	HOLIDAY LIGHTS	\$4,144.00

# VILLAGE OF HOFFMAN ESTATES

December 18, 2017

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
01404424 4509	CINTAS #22	FLOOR MATS RENTAL & CLEAN	\$75.29
01404424 4510	ANDERSON LOCK	REPAIR PARTS	\$96.95
01404424 4510	GRAINGER INC	REPAIR PARTS	\$10.02
01404424 4510	MENARDS - HNVR PARK	REPAIR PARTS	\$15.09
01404424 4510	O'REILLY AUTO PARTS	TANK HEATER	\$84.04
01404424 4510	ZONATHERM PRODUCTS INC	LIEBERT MODEL PFH067A-AL7	\$6,200.00
01404424 4516	AMLINGS INTERIOR LANDSCAPE	MAINTENANCE	\$423.12
01404424 4516	NATIONWIDE POWER	12 MONTH PREVENTIVE MAINT	\$1,194.00
01404424 4516	THOMAS FLEMING COMPANY	REPAIR FLAGPOLES	\$366.00
01404424 4517	NATIONWIDE POWER	12 MONTH PREVENTIVE MAINT	\$920.00
01404424 4518	ACTIVE ELECTRICAL SUPPLY CO. INC	REPAIR PARTS	\$15.18
01404424 4518	ADVANTAGE MECHANICAL INC.	INSTALL & ALIGNED PULLEYS	\$715.00
01404424 4518	CINTAS #22	FLOOR MATS RENTAL & CLEAN	\$65.43
01404424 4518	CORNERSTONE APPLIANCE SERVICE	APPLIANCE REPAIRS	\$179.62
01404424 4518	FOX VALLEY FIRE & SAFETY	FIRE ALARM SERVICE CALL	\$396.00
01404424 4518	MCCLOUD SERVICES	PEST MANAGEMENT BEACON	\$107.09
01404424 4518	NEUCO INC	REPAIR PARTS	\$186.73
01404424 4518	TEMPERATURE EQUIP. CORP.	FILTERS	\$192.00
01404424 4518	TEMPERATURE EQUIP. CORP.	PROGRAMMABLE THERMOSTAT	\$231.00
01404424 4542	WEBMARC DOORS	FURNISH AND INSTALL 1 DOOR	\$2,428.02
<b>FACILITIES</b>			<b>\$21,465.32</b>

01404522 4304	CINTAS #22	UNIFORM RENTAL & CLEANING	\$66.10
01404523 4411	GAS DEPOT OIL CO	FUEL	\$14,145.80
01404523 4414	ADVANCE AUTO PARTS	REPAIR PARTS	\$13.78
01404524 4507	VERIZON NETWORKFLEET	WIRELESS SERVICES	\$1,550.64
01404524 4509	AIRGAS USA, LLC	MEDICAL SUPPLIES	\$155.62
01404524 4513	ADVANCE AUTO PARTS	REPAIR PARTS	\$32.75
01404524 4513	CUCCI FORD	REPAIR PARTS	\$701.80
01404524 4513	MAACO AUTO PAINTING	VEHICLE REPAIRS	\$1,300.00
01404524 4513	SECRETARY OF STATE	TRANSFER PLATE P41	\$25.00
01404524 4513	SUBURBAN ACCENTS INC	GRAPHICS AND LETTERING	\$200.00
01404524 4513	SUBURBAN ACCENTS INC	VEHICLE LETTERING	\$200.00
01404524 4514	ACME TRUCK BRAKE & SUPPLY CO.	REPAIR PARTS	\$93.51
01404524 4514	ACME TRUCK BRAKE & SUPPLY CO.	RETURN REPAIR PARTS	(\$93.51)
01404524 4514	ADVANCE AUTO PARTS	REPAIR PARTS	\$313.67
01404524 4514	ADVANCE AUTO PARTS	RTN REPAIR PARTS	(\$12.66)
01404524 4514	BRISTOL HOSE & FITTING	REPAIR PARTS	\$17.45
01404524 4514	FIRESTONE TRUCK & SERVICE CENTER	VEHICLE TIRES	\$665.94
01404524 4514	FLEETPRIDE	REPAIR PARTS	\$53.15
01404524 4514	FLEETPRIDE	RTN REPAIR PARTS	(\$49.15)
01404524 4514	GLOBAL EMERGENCY PRODUCTS	REPAIR PARTS	\$284.55
01404524 4514	INTERSTATE POWER SYSTEMS INC.	DISABLE OIL LEVEL SENSOR	\$100.00
01404524 4514	KAMMES AUTO & TRUCK REPAIR INC	STATE INSPECTION	\$105.00
01404524 4514	LEACH ENTERPRISES INC	REPAIR PARTS	\$69.07
01404524 4514	O'REILLY AUTO PARTS	COMPRESSOR	\$349.50

# VILLAGE OF HOFFMAN ESTATES

December 18, 2017

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
01404524 4514	O'REILLY AUTO PARTS	OIL FILTER	\$3.76
01404524 4514	O'REILLY AUTO PARTS	REPAIR PARTS	\$127.21
01404524 4514	O'REILLY AUTO PARTS	RTN CORE RFD	(\$4.03)
01404524 4514	O'REILLY AUTO PARTS	RTN REPAIR PARTS	(\$317.29)
01404524 4534	ACME TRUCK BRAKE & SUPPLY CO.	REPAIR PARTS	\$56.44
01404524 4534	BOB ROHRMAN'S SCHAUMBURG FORD	REPAIR PARTS	\$4.34
01404524 4534	CUCCI FORD	REPAIR PARTS	\$183.55
01404524 4534	FIRESTONE TRUCK & SERVICE CENTER	VEHICLE TIRES	\$75.98
01404524 4534	INTERSTATE BATTERY SYSTEMS	VEHICLE BATTERIES	\$209.68
01404524 4534	KAMMES AUTO & TRUCK REPAIR INC	STATE INSPECTION	\$70.00
01404524 4534	MONROE TRUCK EQUIPMENT	REPAIR PARTS	\$68.00
01404524 4534	VERMEER MIDWEST\VERMEER-IL	AUTO CLUTCH	\$1,376.83
01404524 4534	VERMEER MIDWEST\VERMEER-IL	REPAIR PARTS	\$127.25
01404524 4535	ADVANCE AUTO PARTS	REPAIR PARTS	\$7.48
01404524 4536	ADVANCE AUTO PARTS	REPAIR PARTS	\$3.49
01404524 4545	HOWARD DELORD	BOOT ALLOWANCE	\$125.00
01404524 4545	PAT CHLOPEK	BOOT ALLOWANCE REIM	\$125.00
<b>FLEET SERVICES</b>			<b>\$22,530.70</b>

01404823 4408	CRESCENT ELECTRIC SUPPLY	REPAIR PARTS	\$99.70
01404824 4502	COMMONWEALTH EDISON	ELECTRIC GRAND CANYON/GLE	\$2,532.89
01404824 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 5510 PRAIRIESTONE	\$88.12
01404824 4523	ACTIVE ELECTRICAL SUPPLY CO. INC	REPAIR PARTS	\$311.60
<b>TRAFFIC CONTROL</b>			<b>\$3,032.31</b>

**TOTAL PUBLIC WORKS DEPARTMENT** **\$51,040.84**

## DEVELOPMENT SERVICES

01501223 4402	OFFICE DEPOT	OFFICE SUPPLIES	\$910.04
<b>ADMINISTRATIVE</b>			<b>\$910.04</b>

01505024 4546	PADDOCK PUBLICATIONS INC	PUBLIC HEARING NOTICES	\$45.00
<b>PLANNING</b>			<b>\$45.00</b>

01505124 4507	EIS ELEVATOR INSPECTION SERVICES	RE INSPECTIONS	\$40.00
01505124 4545	ANTHONY KNUTH	SAFETY SHOE REIM	\$44.54
01505124 4545	JOHN SHOGREN	REIM SAFETY SHOES 2017	\$50.00
<b>CODE ENFORCEMENT</b>			<b>\$134.54</b>

# VILLAGE OF HOFFMAN ESTATES

December 18, 2017

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
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01505224 4542	ALL-STAR CAB DISPATCH INC	TRANSPORTATION COUPONS	\$2,653.00
01505224 4542	UNITED DISPATCH	31 SENIOR COUPONS	\$217.00
01505224 4545	MARTY SALERNO	REIM FOR WORK BOOTS	\$84.00
01505225 4602	CDW-GOVERNMENT INC	DELL ULTRASHARP U2415 - L	\$331.01
<b>TRANSPORTATION AND ENGINEERING</b>			<b>\$3,285.01</b>

01505922 4301	KEVIN KRAMER	TRAVEL REIMB. ICSC NY	\$150.00
01505922 4303	CRBA	CRBA MEMBERSHIP	\$400.00
01505924 4546	NORTHERN ILL. REAL ESTATE MAGAZINE	ECONOMIC DEV DIRECTORY	\$100.00
<b>ECONOMIC DEVELOPMENT</b>			<b>\$650.00</b>

**TOTAL DEVELOPMENT SERVICES DEPARTMENT** **\$5,024.59**

## HEALTH & HUMAN SERVICES DEPARTMENT

01556523 4402	WAREHOUSE DIRECT	RTN OFFICE SUPPLIES	(\$67.67)
01556523 4413	CATHY DAGIAN STANTON	REIM FOR FLU CLINIC	\$10.21
01556523 4413	CATHY DAGIAN STANTON	REIM FOR TAKE CHARGE	\$17.68
01556523 4414	WAREHOUSE DIRECT	OFFICE SUPPLIES	\$10.35
01556524 4556	AT & T	MONTHLY SERVICE	\$205.54
<b>TOTAL HEALTH &amp; HUMAN SERVICES DEPARTMENT</b>			<b>\$176.11</b>

## BOARDS & COMMISSIONS

01605824 4555	SEARS CENTRE	SISTER CITIES DINNER	\$7,003.83
01605824 4593	MELROSE PYROTECHNICS, INC.	FIREWORKS DISPLAY	\$4,000.00
01605824 5502	LAKESHORE RECYCLING SYSTEMS	PORTABLE RESTROOMS	\$440.00
<b>MISCELLANEOUS B &amp; C</b>			<b>\$11,443.83</b>

**TOTAL BOARDS & COMMISSIONS DEPARTMENT** **\$11,443.83**

**TOTAL GENERAL FUND** **\$115,118.45**

## MFT FUND

03400024 4512	MEADE ELECTRIC CO., INC.	TRAFFIC MAINTENANCE	\$525.00
<b>TOTAL MFT FUND</b>			<b>\$525.00</b>

# VILLAGE OF HOFFMAN ESTATES

December 18, 2017

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
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## ASSET SEIZURE FUND

08	1445	BRANDON WEST #R66353	SEIZED MONEY RETURNED	\$400.00
<b>TOTAL ASSET SEIZURE FUND</b>				<b>\$400.00</b>

## EDA SERIES 1991 PROJECT FUND

27000024	4507	HAMPTON LENZINI & RENWICK, INC	PROFESSIONAL SERVICES	\$2,502.50
<b>TOTAL EDA SERIES 1991 PROJECT FUND</b>				<b>\$2,502.50</b>

## ROAD IMPROVEMENT FUND

29000025	4606	ALAMP CONCRETE CONTRACTORS, INC.	ST REVITALIZATION PROJECT	\$46,620.18
29000025	4606	APPLIED GEOSCIENCE INC.	17 REVIT PROFESSIONAL SER	\$14,940.00
29000025	4606	DOLAND ENGINEERING, LLC	SURVEYING SERVICES	\$3,620.00
29000025	4606	HEALY ASPHALT CO., LLC.	2017 ROAD IMPROVEMENTS	\$117,615.60
29000025	4606	JOHN DIVITO	SPRINKLER DAMAGE	\$644.25
<b>TOTAL ROAD IMPROVEMENT FUND</b>				<b>\$183,440.03</b>

## WESTERN AREA ROAD IMPROVEMENT IMPACT FEE FUND

35	1410	ADESA ILLINOIS LLC	FINAL TRANS IMPACT FEE	\$251,096.31
<b>TOTAL WESTERN AREA ROAD IMPROVEMENT IMPACT FEE FUND</b>				<b>\$251,096.31</b>

## CAPITAL IMPROVEMENT FUND

36000025	4604	SAFE-WAY TUCKPOINTING CO	TUCKPOINTING	\$750.00
36000025	4604	SAFE-WAY TUCKPOINTING CO	TUCKPOINTING-PROVIDE ALL	\$21,050.00
36000025	4615	MONDI CONSTRUCTION INC	CONTRACT FOR 20117 CONCRE	\$48,790.00
<b>TOTAL CAPITAL IMPROVEMENTS FUND</b>				<b>\$70,590.00</b>

## CAPITAL VEHICLE AND EQUIPMENT FUND

37000025	4602	EQUIPMENT MANAGEMENT CO.	22-54 TELESCOPIC RAM EFOR	\$17,414.00
37000025	4602	EQUIPMENT MANAGEMENT CO.	ESTIMATED SHIPPING/HANDLI	\$230.00
37000025	4602	EQUIPMENT MANAGEMENT CO.	MILWAUKEE 28 V 5AH BATTER	\$872.00
37000025	4602	EQUIPMENT MANAGEMENT CO.	MILWAUKEE 3 BAY CHARGER 1	\$169.00
37000025	4602	EQUIPMENT MANAGEMENT CO.	NEW AC ADAPTER 110V FOR E	\$1,426.00
37000025	4602	EQUIPMENT MANAGEMENT CO.	NXTGEN CUTTER EFORCE 2.0	\$8,789.00
37000025	4602	EQUIPMENT MANAGEMENT CO.	SPREADER EFORCE 2.0 S45	\$8,948.00
37000025	4603	SUBURBAN ACCENTS INC	GRAPHIC & LETTERING	\$200.00
37000025	4603	SUBURBAN ACCENTS INC	GRAPHICS & LETTERING	\$200.00
37000025	4603	ULTRA STROBE COMMUNICATIONS	INSTALLATION OF EQUIPMENT	\$2,109.65

# VILLAGE OF HOFFMAN ESTATES

December 18, 2017

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
37000025 4603	ULTRA STROBE COMMUNICATIONS	LED INTERIOR LIGHT HEADS	\$1,398.60
37000025 4603	ULTRA STROBE COMMUNICATIONS	REMOVAL OF EQUIPMENT	\$500.00
37000025 4603	ULTRA STROBE COMMUNICATIONS	REPAIR PARTS	\$70.85
37000025 4603	ULTRA STROBE COMMUNICATIONS	VEHICLE PARTS	\$626.00
37000025 4603	ULTRA STROBE COMMUNICATIONS	VEHICLE REPAIRS	\$1,143.75
37000025 4603	ULTRA STROBE COMMUNICATIONS	VEHICLE SUPPLIES	\$113.85
<b>TOTAL CAPITAL VEHICLE AND EQUIPMENT FUND</b>			<b>\$44,210.70</b>

## WATERWORKS & SEWERAGE FUND

40 0411	ARUN BINAYKIA	UB REFUND	\$41.96
40 0411	CHRISTOPHER MORMANCE	UB REFUND	\$17.85
40 0411	DANIEL & MICHELLE SKOWRON	UB REFUND	\$172.28
40 0411	DAVID & ERICA & TAYLOR MOE	UB REFUND	\$18.80
40 0411	FASAHAT & FAREESA KHAN	UB REFUND	\$408.71
40 0411	IVORY THOMPSON	UB REFUND	\$6.49
40 0411	KRISHNA FASHION HOUSE INC	UB REFUND	\$9.80
40 0411	MADMAR PROPERTIES LLC	UB REFUND	\$36.79
40 0411	MARY KEYO	UB REFUND	\$6.19
40 0411	NICOLE & GARRISON DURBIN	UB REFUND	\$22.08
40 0411	PAT HENEGHAN	UB REFUND	\$12.29
40 0411	RICHARD & JENNIE LABIB	UB REFUND	\$7.27
40 0411	RISING NEIGHBORHOOD	UB REFUND	\$87.05
40 0411	ROM CONSTRUCTION INVESTMENT	UB REFUND	\$67.99
40 0411	SAM MELONE JR	UB REFUND	\$66.35
40 0411	TIMOTHY & LAUREN MATZ	UB REFUND	\$496.48
40 0411	TOKIKO & ANDREW FRIEBUS	UB REFUND	\$39.67
40 0411	YOLANDA PEREZ	UB RFD REPLACE CK	\$16.00
<b>WATER MISCELLANEOUS PAYMENT</b>			<b>\$1,534.05</b>

40400013 3425	HOFFMAN ESTATES PARK DISTRICT	SANITARY SEWER PARKS LINE	\$1,957.42
40400013 3425	JOANNA NERY	WATER BILL OVER PYMT RFD	\$50.27
40400013 3425	MICHAEL MCCARTY	RFD UB 1940 DRIFTWOOD CT	\$88.22
40400013 3425	ZHUMA XIE	RFD OVER PYMT WATER	\$222.46
<b>WATER REFUND</b>			<b>\$2,318.37</b>

40406722 4301	JEFF ALLEN	CDL UPGRADE FEE	\$30.00
40406723 4402	OFFICE DEPOT	OFFICE SUPPLIES	\$8.72
40406723 4408	BATTERIES PLUS	BATTERIES	\$106.58
40406723 4408	BATTERIES PLUS	BATTERY	\$30.00
40406723 4414	A & A EQUIPMENT & SUPPLY CO.	REPAIR PARTS	\$59.55

# VILLAGE OF HOFFMAN ESTATES

December 18, 2017

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
40406723 4414	MENARDS - HNVR PARK	REPAIR PARTS	\$67.93
40406723 4414	MENARDS - HNVR PARK	VARIOUS SUPPLIES	\$46.38
40406723 4414	OFFICE DEPOT	OFFICE SUPPLIES	\$44.01
40406723 4414	O'REILLY AUTO PARTS	REPAIR PARTS	\$3.99
40406724 4501	AT & T	LANDLINES	\$65.87
40406724 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 1355 WESTBURY	\$144.65
40406724 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 1775 ABBEYWOOD	\$1,549.23
40406724 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 1790 CHIPPENDALE	\$700.26
40406724 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 2 N HILL CREST	\$60.66
40406724 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 2002 PARKVIEW CI	\$169.84
40406724 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 2150 STONINGTON	\$2,276.08
40406724 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 2550 BEVERLY	\$282.67
40406724 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 3451 WILSHIRE	\$968.35
40406724 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 3990 HUNTINGTON	\$237.94
40406724 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 4140 CRIMSON	\$1,094.01
40406724 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 4690 OLMSTEAD	\$145.61
40406724 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 720 CHARLESTON	\$195.95
40406724 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 780 HASSELL RD	\$196.32
40406724 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 95 ASTER LANE	\$663.91
40406724 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC BEVERLY/HIGGINS	\$320.25
40406724 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC S/HIGGINS, W OLD	\$618.87
40406724 4503	NICOR GAS	GAS 95 ASTER	\$521.08
40406724 4507	M.E. SIMPSON CO., INC.	LEAK DETECTION	\$430.00
40406724 4507	SUBURBAN LABORATORIES, INC.	ANNUAL DRINKING WATER SAM	\$578.00
40406724 4507	VERIZON NETWORKFLEET	WIRELESS SERVICES	\$664.56
40406724 4509	XEROX CORP.	COPIER LEASING	\$144.97
40406724 4526	GRAINGER INC	REPAIR PARTS	\$209.20
40406724 4526	GRAINGER INC	VARIOUS SUPPLIES	\$49.68
40406724 4526	JOHNSTONE SUPPLY	FAN CONTROL	\$80.10
40406724 4528	USA BLUE BOOK	FIRE HYDRANT DECALS	\$24.95
40406724 4529	BEVERLY MATERIALS, L.L.C.	CLEAN CONCRETE	(\$5.00)
40406724 4529	BEVERLY MATERIALS, L.L.C.	CLEAN FILL	\$60.00
40406724 4529	BEVERLY MATERIALS, L.L.C.	CM-06 MATERIAL	\$332.41
40406724 4529	BEVERLY MATERIALS, L.L.C.	SURFACE MATERIALS	\$84.83
40406724 4529	HEALY ASPHALT CO., LLC.	SURFACE MATERIAL	\$969.04
40406724 4529	MILIEU DESIGN LLC	WATER & SEWER DIG-UP SITE	\$904.00
40406724 4529	MONDI CONSTRUCTION INC	CONTRACT FOR 2017 CONCRET	\$1,265.00
40406724 4529	R.C. TOPSOIL	TOPSOIL	\$225.00
40406724 4529	UNDERGROUND PIPE & VALVE CO	REPAIR PARTS	\$534.00
40406724 4545	FULLIFE SAFETY CENTER	SAFETY WEAR	\$272.17
40406724 4545	RENTAL MAX OF ROSELLE	RENTAL LOADERS	\$122.55
40406724 4585	KAMMES AUTO & TRUCK REPAIR INC	STATE INSPECTION	\$122.00
40406724 4585	STANDARD EQUIPMENT CO	REPAIR PARTS	\$20.65
40406725 4602	JACK DOHENYS COMPANIES INC	SONETICS PORTABLE COMMUNI	\$4,500.00

**WATER DIVISION**

**\$22,196.82**

# VILLAGE OF HOFFMAN ESTATES

December 18, 2017

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
40406823 4408	GRAINGER INC	REPAIR PARTS	\$99.77
40406824 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 1101 WESTBURY	\$1,823.80
40406824 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 1200 KINGSDALE	\$179.78
40406824 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 1215 MOONLAKE	\$471.35
40406824 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 1513 GOLF	\$976.58
40406824 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 1629 CROWFOOT CI	\$214.50
40406824 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 1775 HUNTINGTON	\$217.34
40406824 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 1790 CHIPPENDALE	\$1,050.40
40406824 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 1869 HAMPTON	\$106.79
40406824 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 2090 CENTRAL	\$262.84
40406824 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 2094 CARLING	\$109.64
40406824 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 2364 HIGGINS	\$1,328.02
40406824 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 2380 GOLF ROAD	\$293.79
40406824 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 515 CENTRAL	\$39.63
40406824 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 6100 SHOE FACTOR	\$1,166.71
40406824 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 897 PARK LANE	\$100.37
40406824 4507	A & A PAVING CONTRACTORS INC	HOT CRACK SEAL AND DRIVEW	\$4,500.00
40406824 4507	AMERICAN VACTOR SERVICES	CLEAN MOON LAKE AND PHIZE	\$4,212.00
40406824 4507	CONCENTRIC INTEGRATION	EMERGENCY PLC PUMP PROGR	\$902.59
40406824 4507	RADICOM	SYSTEM REVIEW FOR SCADA R	\$1,075.00
40406824 4510	O'REILLY AUTO PARTS	REPAIR PARTS	\$223.81
40406824 4524	MENARDS - HNVK PARK	REPAIR PARTS	\$52.98
40406824 4524	USA BLUE BOOK	SAFETY SUPPLIES	\$709.95
40406824 4524	USA BLUE BOOK	TRANSMITTERS	\$709.95
40406824 4525	A & A PAVING CONTRACTORS INC	NEW LIFT STATION DRIVEWAY	\$11,080.00
40406824 4525	GRAINGER INC	REPAIR PARTS	\$544.41
40406824 4525	LAI LTD	REPAIR PARTS	\$200.00
40406824 4525	METROPOLITAN INDUSTRIES INC	INSTALL NEW IMPELLER SLEE	\$2,026.00
40406824 4530	BEVERLY MATERIALS, L.L.C.	CLEAN CONCRETE	(\$5.00)
40406824 4530	BEVERLY MATERIALS, L.L.C.	CLEAN FILL	\$60.00
40406824 4530	BEVERLY MATERIALS, L.L.C.	CM-06 MATERIAL	\$332.42
40406824 4530	BEVERLY MATERIALS, L.L.C.	SURFACE MATERIALS	\$84.82
40406824 4530	DE VINCI CONSTRUCTION CO.	SEWER REPAIR AT MANCHESTE	\$19,750.00
40406824 4530	MILIEU DESIGN LLC	WATER & SEWER DIG-UP SITE	\$904.00
40406824 4530	MONDI CONSTRUCTION INC	CONTRACT FOR 2017 CONCRET	\$1,265.00
40406824 4530	R.C. TOPSOIL	TOPSOIL	\$225.00
40406824 4530	TRAFFIC CONTROL & PROTECTION	TRAFFIC CONTROL SUPPLIES	\$245.00
40406825 4602	AMERICAN VACTOR SERVICES	CLEAN MOON LAKE AND PHIZE	\$1,488.00
40406825 4602	CDW-GOVERNMENT INC	SIERRA WIRELESS AIRLINK A	\$237.39
40406825 4602	SEWER EQUIPMENT CO OF AMERICA	54047-00F NOZ, WIESEL, R1	\$1,111.56
40406825 4602	USA BLUE BOOK	HARNESS	\$301.85

**SEWER DIVISION**

**\$60,678.04**

40407023 4401	CREEKSIDE PRINTING	POSTAGE	\$5,937.89
40407024 4542	CREEKSIDE PRINTING	POSTAGE	\$684.93

**BILLING DIVISION**

**\$6,622.82**



# VILLAGE OF HOFFMAN ESTATES

December 18, 2017

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
---------	--------	-------------	--------

40407423 4420	WATER RESOURCES INC	VARIOUS WATER METERS AND	\$1,248.55
40407424 4529	USA BLUE BOOK	FIRE HYDRANT SUPPLIES	\$429.80
<b>2015 BOND CAPITAL PROJECT</b>			<b>\$1,678.35</b>

**TOTAL WATERWORKS AND SEWERAGE FUND** **\$95,028.45**

## STORMWATER MANAGEMENT FUND

42000025 4613	BOLDER CONTRACTORS	STORM SEWER SERVICES	\$207,980.04
42000025 4613	CHASTAIN & ASSOCIATES LLC	PROFESSIONAL SERVICES	\$4,081.06
42000025 4613	MONDI CONSTRUCTION INC	SIDEWALK REPAIRS	\$550.00
<b>TOTAL STORMWATER MANAGEMENT</b>			<b>\$212,611.10</b>

## INSURANCE FUND

46 1101	DAVID DAHLBERG	REIM FROM SICK INCENTIVE	\$348.54
46 1101	MICHAEL RAUCCI	REIM FROM SICK INCENTIVE	\$865.72
46 1101	STEVEN W ANDERSON	REIM FROM SICK INCENTIVE	\$222.65
46700024 4552	SUBURBAN ACCENTS INC	VEHICLE GRAPHICS	\$275.00
<b>TOTAL INSURANCE FUND</b>			<b>\$1,711.91</b>

## INFORMATION SYSTEMS

47001223 4402	THE FINER LINE	ENGRAVING	\$31.37
47001223 4402	THE FINER LINE	NAMEPLATE	\$14.84
47001223 4406	DOCUMENT IMAGING DIMENSIONS, INC.	PSCF214X	\$229.00
47001224 4501	WATCHFIRE	DATA PLAN RENEWAL LIFETIM	\$2,500.00
<b>ADMINISTRATIVE</b>			<b>\$2,775.21</b>

47008524 4510	SENTINEL IPS BY ECONET, INC.	MAINTENANCE AND MONITORING	\$1,647.00
47008524 4542	PIRTANO CONSTRUCTION CO., INC.	3M PIGTAIL MM SC	\$62.40
47008524 4542	PIRTANO CONSTRUCTION CO., INC.	FIBER SPLICE	\$1,160.00
47008524 4542	PIRTANO CONSTRUCTION CO., INC.	SPLICE TRAY	\$90.00
47008525 4602	CDW-GOVERNMENT INC	DELL OPTIPLX 3050 - MICR	\$1,238.30
47008525 4602	CDW-GOVERNMENT INC	LOGITECH WIRELESS COMBO M	\$226.15
47008525 4619	CDW-GOVERNMENT INC	ACRONIS BACKUP ADVANCED V	\$1,867.42
<b>OPERATIONS</b>			<b>\$6,291.27</b>

# VILLAGE OF HOFFMAN ESTATES

December 18, 2017

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
47008625 4602	CDS OFFICE TECHNOLOGIES	ANTENNA PLUS CELL/GPS	\$800.00
47008625 4602	CDS OFFICE TECHNOLOGIES	EXTENDED WARRANTY OPTION	\$2,528.00
47008625 4602	CDS OFFICE TECHNOLOGIES	HAVIS CF 54 DOCK	\$6,152.00
47008625 4602	CDS OFFICE TECHNOLOGIES	PANASONIC TOUGHBOOK CF 54	\$23,200.00
47008625 4602	CDW-GOVERNMENT INC	DELL HARDWARE SERVICE WIT	\$504.36
<b>CAPITAL ASSETS</b>			<b>\$33,184.36</b>
<b>TOTAL INFORMATION SYSTEMS FUND</b>			<b>\$42,250.84</b>
<hr/> <b>BILL LIST TOTAL</b>			<b>\$1,019,485.29</b>

SUNGARD PUBLIC SECTOR  
 DATE: 12/13/2017  
 TIME: 15:56:00

VILLAGE OF HOFFMAN ESTATES  
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 1  
 ACCTPA21

SELECTION CRITERIA: transact.t\_c='20' and transact.trans\_date between '20171130 00:00:00.000' and '20171213 00:00:00.000'  
 ACCOUNTING PERIOD: 12/17

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
0102	104644	05/31/17	18566	YOLANDA PEREZ	40	UB REFUND	0.00	-16.00
0102	106394	10/17/17	10847	AETNA INSURANCE	01000013	PARAMEDIC RFD	0.00	-655.04
0102	106999	11/27/17	14210	CARUSO DEVELOPMENT CORPO	72000026	16 HASSELLHIGGINS TIF	0.00	-82,374.06
0102	107000	11/27/17	14210	CARUSO DEVELOPMENT CORPO	72000026	17HIGGINSHASSELL TIF	0.00	-41,473.30
0102	107019	12/05/17	7910	CAREER EDUCATION CORP.	01404123	REPAIR PARTS	0.00	-170.00
0102	107019	12/05/17	7910	CAREER EDUCATION CORP.	01	REPAIR PARTS	0.00	-85.00
TOTAL CHECK							0.00	-255.00
0102	107140	12/04/17	11682	NORTH WEST HOUSING PARTN	04000024	REHAB LOAN 3950CHARLE	0.00	25,000.00
0102	107141	12/04/17	8718	JOSEPH GAWERECKI	01	C-PAL LOAN	0.00	2,000.00
0102	107142	12/04/17	5060	MEADE ELECTRIC CO., INC.	01404824	STREET LIGHT MAINTENA	0.00	3,537.01
0102	107142	12/04/17	5060	MEADE ELECTRIC CO., INC.	01404824	STREET LIGHT MAINTENA	0.00	3,199.08
TOTAL CHECK							0.00	6,736.09
0102	107143	12/05/17	18792	MR ACE LLC	01303523	VARIOUS SUPPLIES	0.00	24.96
0102	107143	12/05/17	18792	MR ACE LLC	01303523	RTN VARIOUS SUPPLIES	0.00	-2.00
0102	107143	12/05/17	18792	MR ACE LLC	40406723	VARIOUS SUPPLIES	0.00	13.49
0102	107143	12/05/17	18792	MR ACE LLC	01404424	VARIOUS SUPPLIES	0.00	12.98
0102	107143	12/05/17	18792	MR ACE LLC	01303523	VARIOUS SUPPLIES	0.00	3.99
0102	107143	12/05/17	18792	MR ACE LLC	01404424	VARIOUS SUPPLIES	0.00	4.99
0102	107143	12/05/17	18792	MR ACE LLC	01404323	VARIOUS SUPPLIES	0.00	11.97
0102	107143	12/05/17	18792	MR ACE LLC	01404424	VARIOUS SUPPLIES	0.00	5.49
0102	107143	12/05/17	18792	MR ACE LLC	40406723	VARIOUS SUPPLIES	0.00	59.32
0102	107143	12/05/17	18792	MR ACE LLC	01505123	VARIOUS SUPPLIES	0.00	109.84
0102	107143	12/05/17	18792	MR ACE LLC	01303124	VARIOUS SUPPLIES	0.00	4.98
0102	107143	12/05/17	18792	MR ACE LLC	01404424	VARIOUS SUPPLIES	0.00	3.99
0102	107143	12/05/17	18792	MR ACE LLC	01303523	VARIOUS SUPPLIES	0.00	20.97
0102	107143	12/05/17	18792	MR ACE LLC	40406723	FINANCE CHARGES	0.00	1.00
TOTAL CHECK							0.00	275.97
0102	107144	12/05/17	17910	FACTORY MOTOR PARTS INVO	01	VARIOUS SUPPLIES	0.00	85.00
0102	107144	12/05/17	17910	FACTORY MOTOR PARTS INVO	01404123	VARIOUS SUPPLIES	0.00	170.00
TOTAL CHECK							0.00	255.00
0102	107145	12/07/17	14550	CALL ONE	01404424	LANDLINES	0.00	8,551.42
0102	107145	12/07/17	14550	CALL ONE	40406724	LANDLINES	0.00	3,324.00
0102	107145	12/07/17	14550	CALL ONE	40406824	LANDLINES	0.00	86.78
0102	107145	12/07/17	14550	CALL ONE	01303324	LANDLINES	0.00	85.66
0102	107145	12/07/17	14550	CALL ONE	01556524	LANDLINES	0.00	80.82
TOTAL CHECK							0.00	12,128.68
0102	107146	12/11/17	18873	DESCHOUW BSM LLC	72000026	TIF 16/17 BARR.SQ	0.00	123,847.36
0102	107147	12/11/17	2648	JAMES NORRIS	01505922	ICSC CONF REIM NY	0.00	116.00
0102	107148	12/12/17	11261	WEX BANK	01404524	FUEL PURCHASES	0.00	528.14

SUNGARD PUBLIC SECTOR  
DATE: 12/13/2017  
TIME: 15:56:00

VILLAGE OF HOFFMAN ESTATES  
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 2  
ACCTPA21

SELECTION CRITERIA: transact.t\_c='20' and transact.trans\_date between '20171130 00:00:00.000' and '20171213 00:00:00.000'  
ACCOUNTING PERIOD: 12/17

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
0102	107149	12/12/17	12802	LEAF	01202324	COPIER LEASING	0.00	187.00
TOTAL CASH ACCOUNT							0.00	46,300.84
TOTAL FUND							0.00	46,300.84
TOTAL REPORT							0.00	46,300.84

VILLAGE OF HOFFMAN ESTATES

**A RESOLUTION ADOPTING A POLICY  
PROHIBITING SEXUAL HARASSMENT  
FOR THE VILLAGE OF HOFFMAN ESTATES**

WHEREAS, the Illinois General Assembly has recently enacted Public Act 100-0554, an Act concerning government, which became effective immediately, dated November 16, 2017; and

WHEREAS, pursuant to the Act, each governmental unit shall adopt a resolution establishing a policy to prohibit sexual harassment; and

WHEREAS, this Policy to Prohibit Sexual Harassment shall be included in the Village's Personnel Policy Manual as Exhibit A.

WHEREAS, all prior existing sexual harassment policies of the Village of Hoffman Estates shall be superseded by the Policy Prohibiting Sexual Harassment adopted by this Resolution; and

WHEREAS, should any section or provision of this Resolution or the adopted Policy Prohibiting Sexual Harassment be declared to be invalid, that decision shall not affect the validity of this Resolution or adopted Policy Prohibiting Sexual Harassment as a whole or any part thereof, other than the part so declared to be invalid.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Hoffman Estates, Cook and Kane Counties, Illinois, as follows:

Section 1: The Policy Prohibiting Sexual Harassment, included as Exhibit A to this Resolution, is hereby adopted.

Section 2: This Resolution shall be in full force and effect immediately from and after its passage and approval.

PASSED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2017

VOTE	AYE	NAY	ABSENT	ABSTAIN
Trustee Karen V. Mills	_____	_____	_____	_____
Trustee Anna Newell	_____	_____	_____	_____
Trustee Gary J. Pilafas	_____	_____	_____	_____
Trustee Gary G. Stanton	_____	_____	_____	_____
Trustee Michael Gaeta	_____	_____	_____	_____
Trustee Karen Arnet	_____	_____	_____	_____
President William D. McLeod	_____	_____	_____	_____

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017

\_\_\_\_\_  
Village President

ATTEST:

\_\_\_\_\_  
Village Clerk

## **APPENDIX "A" - SEXUAL HARASSMENT POLICY**

The Village of Hoffman Estates (hereafter referred to as "Village") is committed to maintaining a work environment that fosters appropriate conduct among colleagues and respect for individual values and sensitivities. It is the intent of this policy to promote a professional, business-like environment free from sexual harassment. For the purposes of this Policy, "work environment" is not limited to a physical location a Village employee is assigned to perform his or her duties and does not require an employment relationship. The Village will not tolerate harassment of any kind, including sexual harassment, and will take immediate steps to stop it when it occurs. Verified offenses are treated as misconduct and offenders are subject to disciplinary action up to and including termination.

### **DEFINITIONS**

**Sexual harassment** is defined as unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature when:

Submission to such conduct explicitly becomes a condition of employment; or

Submission to or rejection of such conduct is used as a basis for employment decisions affecting the employee; or

Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creates an intimidating, hostile, or offensive environment. To meet this threshold, conduct must be sufficiently severe or pervasive to alter the conditions of the victim's employment by having created a workplace permeated with discriminatory intimidation, ridicule and insult.

All employees are advised that submission to such conduct shall be neither an explicit nor an implicit term or condition of employment, and that submission to or rejection of such conduct shall not be used as a basis for making employment decisions. Sexual harassment shall not be permitted to interfere with an individual's work performance or environment. The Village prohibits harassment based on sex even if it does not rise to the level of a legal violation.

### **PROHIBITED CONDUCT**

All employees of the Village are expected to avoid any behavior or conduct toward any other employee that is or could be interpreted as sexual harassment.

Examples of sexual harassment may include, but are not limited to, sexually orientated verbal "kidding," teasing or jokes, comments, written or visual depictions of nudity or sexual conduct, subtle or direct pressure for sexual favors, and physical conduct such as patting, pinching, or brushing up against someone's body. Hostile work environment sexual harassment can be the product of a supervisor harassing a subordinate, a subordinate harassing a supervisor, harassment between two employees, or non-employees harassing an employee.

Conduct need not be directed at a specific employee in order to constitute harassment. For example, an employee may be negatively affected by sexual jokes or pornographic images in the workplace even if the jokes or images do not relate directly to the employee. Additionally, preferential treatment of an employee, or the promise of preferential treatment to an employee, in exchange for dates or sexual conduct; denial or threat of denial of employment, benefits or advancement for refusal to consent to sexual advances is considered sexual harassment and is prohibited conduct. Sexual harassment can occur between men and women, or between members of the same gender.

It is not, however, considered sexual harassment for a member of the management/supervisory staff, as part of their job responsibilities, to enforce standards of conduct and job performance provided that they do so in a non-discriminatory manner.

## **REPORT PROCEDURE**

All employees and all elected or non-elected officials who become aware of sexual harassment must immediately report the harassment. Reports of sexual harassment are to be promptly directed either verbally or in writing to the employee's Department Director. In the event the report involves the Department Director, or if the employee for any reason is uncomfortable in dealing with the Department Director, the employee may report such conduct to the HRM Director, Deputy Village Manager (the designated Title VII compliance officers as delegated by the Village Manager) or the Ethics Officer.

If an individual feels the need to report sexual harassment to someone of their preferred gender, they may speak to a representative from the Human Resources Management Department to make appropriate arrangements.

Employees may also report sexual harassment by contacting the Illinois Department of Human Rights, 312-814-6200.

If an employee chooses to discuss sexual harassment in a confidential setting, they may contact a member of the Health and Human Services (HHS) Department, which serves as the Village's Employee Assistance Program. If sexual harassment is discussed with a member of the HHS Department, it will not be reported and the matter cannot be investigated unless the employee authorizes, in writing, HHS to report it as a claim. Upon authorization, the HHS Director will facilitate the reporting of a claim of sexual harassment. Any counseling contact will remain confidential. Employees are encouraged to utilize the services of the HHS Department without fear of a breach of confidentiality.

The Department Director, Deputy Village Manager, Ethics Officer or HHS Representative (where authorized) shall immediately notify the HRM Director upon receiving a report of sexual harassment.

The employee making the report should provide the following information, if known:

Reporting employee's name, department, position title; and

Name and title of person committing harassment; and

Specific nature of the harassment, how long it has gone on, and any employment action allegedly taken as a result of the harassment (i.e. demotion, failure to promote, dismissal, refusal to hire, transfer, etc.); and

Dates, times and locations where harassment has occurred; and

Witnesses to the harassment, if any; and

Whether the harassment was previously reported, when and to whom.

## **CONFIDENTIALITY**

The Village respects the confidentiality and privacy of all its employees. Accordingly, the Village will take appropriate steps to protect the confidentiality of employees involved in a claim of sexual harassment to the extent that the investigation process permits. Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation practices and the application of corrective action. The Village may need to disclose certain information when necessary to protect the interests of the Village, its employees and the public.

## **INVESTIGATORY PROCEDURE**

The HRM Director will initiate an investigation promptly after receipt of a report of sexual harassment. The HRM Director may designate another supervisory/ management employee of the opposite sex to assist

him/her in the investigation. If the HRM Director is the subject of the investigation, then the Deputy Village Manager will conduct the investigation. If the HRM Director and Deputy Village Manager are both subjects of the investigation, another management official will be designated to conduct the investigation.

The scope of the investigation will depend upon the specific circumstances, but will generally include an interview with the person making the report of harassment and the person who reportedly engaged in the harassing conduct. The investigation may also include interviews of other witnesses and review of documents that the investigator determines may be relevant to the report. Written statements may be required of all employees interviewed in relation to the alleged harassment.

Malicious, false or misleading statements or accusations made by an employee relative to the investigation or report of sexual harassment will be treated as misconduct and will result in disciplinary action up to and including termination.

The Village will investigate all reports expeditiously, confidentially and professionally. At the conclusion of the investigation, a determination will be made by the investigating party as whether this Policy has been violated and, if so, what appropriate actions will be taken to correct the situation. A written report will be prepared by the investigating party and provided to the Village Manager. Appropriate parties to the sexual harassment report will be notified of the final determination of the investigation. If allegations are confirmed, appropriate corrective actions will be taken, including but not limited to disciplinary action up to and including termination.

### **APPEALS PROCEDURE**

If any party directly involved in the sexual harassment investigation is dissatisfied with the outcome or resolution, that individual may appeal the decision. The dissatisfied party must submit his/her written comments to the Village Manager for review within 10 days after being notified of the results of the initial investigation. Employees may also elect to file a charge with the Equal Employment Opportunity Commission (EEOC), Illinois Department of Human Rights or other appropriate agency at any time (subject to any filing deadlines or limitations periods provided by applicable law).

### **RETALIATION**

Federal and state law prohibit retaliation against any employee who makes a good faith claim of sexual harassment. Any employee of the Village who retaliates against another employee in violation of this policy will be subject to discipline, up to and including termination. If an employee becomes aware of retaliation against anyone for reporting harassment or providing truthful information as part of an investigation under this policy, the employee must immediately report such conduct using the reporting procedure set forth above. Whistleblower protections are provided under laws including but not limited to the State Officials and Employees Ethics Act, the Illinois Human Rights Act, and the Whistleblower Act.

### **TRAINING**

The Risk Manager will provide each employee with training as to the law and the provisions of the Village's policy on sexual harassment. Supervisors will be provided with additional training related to observed conduct. Each employee is required to read and understand the policy and will be required to sign a statement indicating they have received training. To ensure that sexual harassment is not taking place in the workplace, the Village will survey each employee as part of the annual performance process to inquire whether the employee has been the subject of sexual harassment during the evaluation period. Employees who believe that they have experienced sexual harassment will have an opportunity to report this on the evaluation form. Employees who have not experienced sexual harassment will likewise be asked to indicate as such. All questions related to this policy should be directed to the Risk Manager or HRM Director.



VILLAGE OF HOFFMAN ESTATES

**A RESOLUTION ESTABLISHING FEES  
FOR POLICE & FIRE DEPARTMENT PERSONNEL**

WHEREAS, members of the Hoffman Estates Police and Fire Departments are hired back by private and/or public employers; and

WHEREAS, costs of salary, fringe and administrative costs have been calculated.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Hoffman Estates, Cook and Kane Counties, Illinois, as follows:

Section 1: That the Hoffman Estates Police Department is hereby authorized to charge fees for services under hire back arrangements for the period January 1, 2018 through December 31, 2018 as follows:

Police Officer	-- \$ 97.84
Police Sergeant	-- \$115.06
Police Lieutenant	-- \$125.32

However, upon a proof of a grant of 501(c)(3) status by the Internal Revenue Service, the fees for services under hire back arrangements for the period from January 1, 2018 through December 31, 2018 are as follows:

Police Officer	-- \$ 73.02
Police Sergeant	-- \$ 87.56
Police Lieutenant	-- \$ 96.20

Section 2: That the Hoffman Estates Fire Department is hereby authorized to charge fees for services under hire back arrangements for the period January 1, 2018 through June 30, 2018 as follows:

Firefighter/Paramedic	-- \$100.18
Lieutenant/Paramedic	-- \$108.89
Captain/Paramedic	-- \$113.88

However, upon a proof of a grant of 501(c)(3) status by the Internal Revenue Service, the fees for services under hire back arrangements for the period from January 1, 2018 through June 30, 2018 are as follows:

Firefighter/Paramedic	-- \$ 73.44
Lieutenant/Paramedic	-- \$ 80.71
Captain/Paramedic	-- \$ 84.86

Section 3: That the Hoffman Estates Fire Department is hereby authorized to charge fees for services under hire back arrangements for the period July 1, 2018 through December 31, 2018 as follows:

Firefighter/Paramedic	-- \$101.06
Lieutenant/Paramedic	-- \$109.87
Captain/Paramedic	-- \$114.89

However, upon a proof of a grant of 501(c)(3) status by the Internal Revenue Service, the fees for services under hire back arrangements for the period from July 1, 2018 through December 31, 2018 are as follows:

Firefighter/Paramedic	-- \$ 74.18
Lieutenant/Paramedic	-- \$ 81.52
Captain/Paramedic	-- \$ 85.71

Section 4: That this Resolution shall be in full force and effect immediately from and after its passage and approval.

PASSED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2017

VOTE	AYE	NAY	ABSENT	ABSTAIN
Trustee Karen V. Mills	_____	_____	_____	_____
Trustee Anna Newell	_____	_____	_____	_____
Trustee Gary J. Pilafas	_____	_____	_____	_____
Trustee Gary G. Stanton	_____	_____	_____	_____
Trustee Michael Gaeta	_____	_____	_____	_____
Trustee Karen Arnet	_____	_____	_____	_____
Mayor William D. McLeod	_____	_____	_____	_____

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017

\_\_\_\_\_  
Village President

ATTEST:

\_\_\_\_\_  
Village Clerk

# VILLAGE OF HOFFMAN ESTATES

## MEMO

**TO:** President & Board of Trustees  
**FROM:** Kevin Kramer, Director of Economic Development  
**RE:** **COST RECOVERY AGREEMENT BETWEEN THE VILLAGE OF HOFFMAN ESTATES AND MR ACE, LLC, D/B/A HOFFMAN ESTATES ACE (ITEM 5G)**  
**DATE:** December 18, 2017

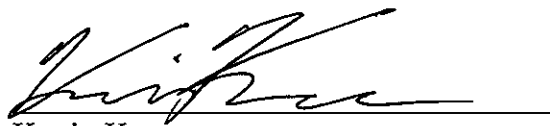
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After the Planning, Building and Zoning Committee approved the incentive agreement with Ace Hardware on Monday, December 11, 2017, Corporation Counsel noticed two WHEREAS clauses that needed to be included in the agreement to meet state statutes. Those two clauses added are as follows:

WHEREAS, Ace meets high standards of credit worthiness and has the financial strength and ability to successfully use and develop the Property pursuant to the Agreement and application Village codes and standards, as demonstrated by equity financing for not less than 10% of the total project costs; and

WHEREAS, development of the Property will serve to further the development of adjacent areas and make adjacent property more attractive to other complementary tenants that will also enhance employment opportunities and Municipal revenues; and

The last minor change to the agreement is in section 3.D: Cease of Operations. As was discussed at PB&Z, typically repayment of an incentive runs three years past the final payment but those incentives are also made with the property owner. In this case Ace is a tenant with a ten (10) year lease. Since there is no guarantee Ace will be able to renew their lease the payback is limited to the term of this agreement.

  
Kevin Kramer  
Director of Economic Development

**COST RECOVERY AGREEMENT  
BETWEEN THE VILLAGE OF HOFFMAN ESTATES  
AND MR ACE, LLC, D/B/A HOFFMAN ESTATES ACE**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2017, by and between the Village of Hoffman Estates, an Illinois municipal corporation (“Village”) and MR ACE, LLC dba Hoffman Estates Ace (“Ace”).

WITNESSETH:

WHEREAS, MR ACE, LLC, an Illinois company, d/b/a Hoffman Estates Ace, ~~opened for business on August 8, 2017~~ in the formerly vacant space commonly known as 675 W Golf Road in the Village of Hoffman Estates bearing PIN 07-16-200-030-0000 (“Property”); and

WHEREAS, it has been a long standing Village Board goal to attract a hardware store to the Village; and

WHEREAS, the Village supported an application by the owner of the Property to receive a property tax classification which would reduce property taxes for five years in order to pass those savings on to Ace. The request was approved by the Cook County Board on March 30, 2017; and

WHEREAS, Ace has requested Village assistance in the form of certain Municipal Sales Tax revenue rebate to further offset high county taxes combined with comparatively low sales volumes by hardware stores; and

WHEREAS, the Property was vacant for more than two years; and

WHEREAS, Ace meets high standards of credit worthiness and has the financial strength and ability to successfully use and develop the Property pursuant to the Agreement and application Village codes and standards, as demonstrated by equity financing for not less than 10% of the total project costs; and

WHEREAS, development of the Property will serve to further the development of adjacent areas and make adjacent property more attractive to other complementary tenants that will also enhance employment opportunities and Municipal revenues; and

WHEREAS, it is anticipated that Ace will generate over \$900,000 per full calendar year in sales in the first year and up to \$1.75 million per full calendar year in sales on average after 5-6 years (Exhibit A); and

WHEREAS, Ace will create employment opportunities within the Village; and

WHEREAS, development of the Property will diversify and strengthen the commercial sector of the Village; and

WHEREAS, the expansion of the tax base and infusion of money into the local economy are public benefits for which the expenditure of funds is proper; and

WHEREAS, after full consideration of all planning, development, economic, fiscal and land use issues affecting the use and development of the Property, it is in the best interest of the Village to enter into the Agreement; and

WHEREAS, to facilitate the opening and ongoing operations of Ace, the Village commits to payment to Ace of the amounts attributable to unique circumstances herein provided; and

WHEREAS, absent participation by the Village pursuant to this Agreement, the store would not have opened within the Village.

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

1. Incorporation of Preambles. The parties hereby adopt the recitals contained in the preambles as provisions of this Agreement and find the same to be true and correct.

2. Definitions.

A. Municipal Sales Tax or Municipal Sales Tax Revenue. For the purposes of this Agreement, the use of terms "Municipal Sales Tax" or "Municipal Sales Tax Revenue" shall mean any and all Retailers Occupation Taxes, Retailers Service Occupation Taxes, Retailers Use Tax, Retailers Service Use Tax, the Home Rule Municipal Service Occupation Tax, or any other "sales tax" or successor tax that may be enacted by the State of Illinois or any governmental agency or body created under the laws of the State of Illinois and located within the State of Illinois which the Village is able to verify by reference to the documents described in Section 4, *infra*, hereinafter being assessed, accruing or arising as a result of and received by the Village from the State of Illinois or such other governmental agency or body created as aforesaid. As of the execution hereof, the Municipal Sales Tax Revenue received by the Village is composed of one percent (1%) of general merchandise sales as part of the Retailers' Occupation Tax and one percent (1%) of general merchandise sales under the Home Rule Sales Tax.

3. Economic Incentives.

A. Ace Representation. Ace represents, warrants, and covenants that it will comply in all respects with all codes and regulations affecting its business as well as the tax codes.

B. Economic Incentive. Commencing upon January 1, 2018, the Village agrees to pay an economic incentive to Ace, as set forth below ("Economic Incentive"). The Economic Incentive, consisting of Municipal Sales Tax generated by Ace at the store located on the Property, shall range from 100% in 2018, to 25% of Municipal Sales Tax in 2027, as shown below, while the store is in operation. The amount of the Economic Incentive payable to Ace is set forth below and made a part hereof. Ace shall receive the

Economic Incentive until the end of the tenth (10th) Revenue Year after commencement (2027). Any payments due Ace pursuant to this Agreement shall be reduced by an amount equal to collection fees incurred by the Village or other applicable governmental agency or body, for collection of Sales Tax. Payment Amounts due Ace pursuant to this Agreement will also be reduced by any money Ace owes the Village.

Hoffman Estates Ace Hardware

2018	100% of Municipal Sales Tax
2019	75% of Municipal Sales Tax
2020	75% of Municipal Sales Tax
2021	50% of Municipal Sales Tax
2022	50% of Municipal Sales Tax
2023	40% of Municipal Sales Tax
2024	30% of Municipal Sales Tax
2025	25% of Municipal Sales Tax
2026	25% of Municipal Sales Tax
2027	25% of Municipal Sales Tax

C. Payment. Within ninety (90) days after the end of the calendar year, the Village shall pay the applicable Economic Incentive to Ace pursuant to the above for the previous twelve (12) month period (January 1 through December 31). No amounts payable hereunder shall be due or paid until the Municipal Sales Tax net of collection and processing costs are received by the Village.

D. Cease of Operations. Ace agrees that if at any time ~~within three (3) years during the Term of Agreement of the final payment to Ace~~, Ace shall permanently cease business operations on the Property for any reason other than condemnation, casualty or force majeure, then Ace shall be liable for and shall refund to the Village any and all monies theretofore received pursuant to this Agreement.

E. Site Plan. It is agreed that the zoning district for the Property permits the intended use described in this Agreement for a retail hardware store and that Ace shall comply with all applicable zoning and site plan development regulations during their tenure at the Property while complying with all applicable federal, state, county, and local laws and ordinances, including all applicable federal and state standards and regulations.

F. Recordation. The Village will record this agreement with the Cook County Recorder of Deeds after approval and execution by the Parties and Subordination by any current lienholders, if any.

4. No Guarantee. The parties acknowledge and agree that none of the terms, conditions, or provisions of this Agreement shall be construed, deemed, or interpreted as a guarantee that the Village will receive any Municipal Sales Tax as a result of the operation of the development on the Property.

5. Casualty/Extension of Payment Term. Provided Ace is not in default hereunder, the Village shall continue to make any and all disbursement during any period of force majeure referred to hereinabove to which Ace would otherwise be entitled hereunder for said period.

6. Default Remedies. Except as otherwise provided in this Agreement, in the event of any default or breach of this Agreement or any terms or conditions by any party hereto, such party shall, upon written notice from the non-defaulting party, proceed promptly to cure or remedy such default or breach within sixty (60) days after receipt of such notice. If the default or breach is not remedied within said sixty (60) days, the parties may proceed with any remedies they may have. In case any action hereunder is not taken or not diligently pursued or the default or breach be cured or remedies within the above periods, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach. No waiver made by any party with respect to any specific default by any other party under this Agreement shall be construed as a waiver of rights with respect to any other default by the defaulting party under this Agreement or with respect to the particular default except to the extent specifically waived in writing or otherwise prohibited by law.

7. Entire Agreement. This Agreement sets forth all the promises, inducements, agreements, conditions, and understandings between Ace and the Village relative to the subject matter hereof.

8. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

9. Notices. Any notice, request, demand, or other communication made in connection with this Agreement shall be in writing and shall be deemed to have been duly given on the date of delivery, if delivered to the persons identified below in person, via email, or by courier service or five (5) business days after mailing if mailed by certified mail, postage prepaid, return receipt requested, addressed as follows:

If to the Village:

Village of Hoffman Estates  
Attn: Village Manager  
1900 Hassell Road  
Hoffman Estates, IL 60169  
Jim.Norris@HoffmanEstates.org

Village of Hoffman Estates  
Attn: Village Clerk  
1900 Hassell Road  
Hoffman Estates, IL 60169  
Bev.Romanoff@HoffmanEstates.org

If to Ace:

MR ACE, LLC  
Attn: Mike Patel  
675 West Golf Road  
Hoffman Estates, IL 60169  
Mike@HoffmanEstatesAce.com

MR ACE, LLC  
Attn: Rushi Shah  
675 West Golf Road  
Hoffman Estates, IL 60169  
rshah@conloncapital.com

10. No Third Party Beneficiaries. Nothing in this Agreement shall create, or be construed to create, any third party beneficiary rights in any person or entity not a signatory to this Agreement.

11. Severability. If any provision, condition, covenant, or other clause, sentence, or phrase of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be deemed to be excised and the invalidity thereof shall not affect any other provision, condition, covenant, or other clause, sentence, or phrase contained herein.

12. Representations, Warranties, and Covenants.

A. Ace represents, warrants, and covenants, as of the date of this Agreement, and throughout the term of this Agreement, as follows:

(1) Ace is duly organized and validly existing and is qualified to do business in Illinois.

(2) Ace has the right, power, and authority to enter into, execute, deliver, and perform this Agreement.

(3) The execution, delivery, and performance by Ace of this Agreement has been duly authorized by all necessary action, and does not and will not violate their Operating Agreements or Articles or Organization as amended and supplemented, or constitute a breach of default under or require any third party consent under any agreement, instrument, or documents to which Ace is a party or by which Ace is now or may become bound.

B. The Village of Hoffman Estates, an Illinois municipal corporation, represents, warrants, and covenants, as of the date of this Agreement as follows:

(1) It is "home rule unit" pursuant to Article VII, Section 6, of the Illinois Constitution of 1970.

(2) It has the right, power, and authority to enter into, execute, deliver, and perform this Agreement.

13. Limited Liability of Corporate Authorities. The parties hereto acknowledge and agree that the individuals who are members of the corporate authority of the Village are entering into this Agreement in their corporate capacities and shall have no personal liability.



14. Term of Agreement. The term of this Agreement shall be from January 1, 2018 to December 31, 2027.

15. Assignability. This Agreement shall not be assigned to any other party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the year and date first above written.

VILLAGE OF HOFFMAN ESTATES  
An Illinois Municipal Corporation

MR ACE, LLC  
An Illinois Limited Liability Company

By: \_\_\_\_\_  
Name: William D. McLeod  
Title: Village President

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Name: Bev Romanoff  
Title: Village Clerk

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF ILLINOIS        )  
                                  ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that William D. McLeod, personally known to me to be the President of the Village of Hoffman Estates, Cook County, Illinois, and Bev Romanoff, personally known to me to be the Clerk of the Village of Hoffman Estates, Cook County, Illinois, and personally known to me to be the same person whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Clerk of said Village of Hoffman Estates, caused the corporate seal of said corporation to be affixed thereto, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public



## EXHIBIT A

### Ace Hardware (Crossroads Plaza)

Year	Estimated Sales*	Estimated Muni. Sales Tax Revenue to VHE (2%)	% of Sales Tax to be rebated to retailer	Projected annual rebate to retailer**	NET REVENUE PER YEAR TO VHE
2018	\$900,000	\$18,000	100%	\$18,000	\$0
2019	\$1,000,000	\$20,000	75%	\$15,000	\$5,000
2020	\$1,250,000	\$25,000	75%	\$18,750	\$6,250
2021	\$1,500,000	\$30,000	50%	\$15,000	\$15,000
2022	\$1,750,000	\$35,000	50%	\$17,500	\$17,500
2023	\$1,750,000	\$35,000	40%	\$14,000	\$21,000
2024	\$1,750,000	\$35,000	30%	\$10,500	\$24,500
2025	\$1,750,000	\$35,000	25%	\$8,750	\$26,250
2026	\$1,750,000	\$35,000	25%	\$8,750	\$26,250
2027	\$1,750,000	\$35,000	25%	\$8,750	\$26,250
10 years ROI analysis		\$303,000	50%	\$135,000	\$168,000
Ratio:					1.244
(total revenues)					over 10 years
Ace: VHE					

\* Sales estimates provided by Ace operator.

\*\* Rebate amount not guaranteed. Rebate will be calculated with the fixed percentage and the actual Annual Sales (not Projected Annual Sales).



# HOFFMAN ESTATES

GROWING TO GREATNESS

November 10, 2017

To: Mayor and Board of Trustees

## TREASURER'S REPORT

October 2017

Attached hereto is the Treasurer's Report for the month of October, 2017, summarizing total cash receipts and disbursements for the various funds of the Village.

For the Operating funds, cash disbursements and transfers-out exceeded cash receipts and transfers-in by \$509,256, primarily due to general operating expenses. After including these receipts and disbursements, the balance of cash and investments for the operating funds is \$44.4 million.

For the Operating, Debt Service and Capital Projects funds, cash disbursements and transfers-out exceeded cash receipts and transfers-in by \$737,275, primarily due to general operating expenses.

For the Trust Funds, cash receipts and transfers-in exceeded cash disbursements and transfers-out by \$2.19 million, primarily due to investment activity in Pension funds.

The total for cash and investments for all funds increased to \$233 million.

Respectfully Submitted,

Stan W. Helgerson  
Village Treasurer

Attachment

**TREASURER'S REPORT**  
**FOR THE MONTH ENDING October 31, 2017**

Fund	Beginning Balance	Receipts/ Transfers - In	Disbursements/ Transfers - Out	Amount in Cash	Amount Invested	Ending Balance
<b>Operating Funds</b>						
General (incl. Veterans' Mem)	\$ 23,961,716	\$ 2,814,138	\$ 3,675,084	\$ 657,915	\$ 22,442,855	\$ 23,100,771
Payroll Account	-	2,414,355	2,414,355	-	-	-
Petty Cash	2,000	-	-	2,000	-	2,000
Foreign Fire Ins. Board	122,524	-	-	122,524	-	122,524
Cash, Village Foundation	10,717	100	-	10,817	-	10,817
Cash, Fire Protection District	61,894	3	-	61,896	-	61,896
Motor Fuel Tax	595,230	100,665	99,482	23,937	572,476	596,413
Comm. Dev. Block Grant	17,191	-	88	17,103	-	17,103
Enhanced 911	14,615	1	5,833	7,296	1,488	8,784
Asset Seizure - Federal	248,550	16,660	7,794	253,253	4,163	257,416
Asset Seizure - State	318,344	154	-	265,188	53,310	318,497
Asset Seizure - Battle	14,842	13	4,827	-	10,028	10,028
Asset Seizure - U.S. Marshall	8,849	3	2,513	6,339	-	6,339
Municipal Waste System	739,394	236,194	433,675	535,318	6,595	541,913
Roselle Road TIF	295,822	75	-	178,424	117,474	295,898
Higgins/Hassell TIF	265,417	77	-	265,494	-	265,494
Barrington/Higgins TIF	601,882	317	-	359,686	242,513	602,199
Water & Sewer	10,082,050	2,262,912	1,646,038	2,201,210	8,497,714	10,698,924
Sears Centre Operating	2,316,954	554,147	292,694	2,147,672	430,735	2,578,407
Stormwater Management	996,754	50,713	300,586	743,458	3,424	746,881
Insurance	2,830,733	275,224	144,272	705,491	2,256,194	2,961,685
Information Systems	1,441,029	146,432	354,201	477,720	755,541	1,233,261
<b>Total Operating Funds</b>	<b>\$ 44,946,509</b>	<b>\$ 8,872,185</b>	<b>\$ 9,381,441</b>	<b>\$ 9,042,742</b>	<b>\$ 35,394,510</b>	<b>\$ 44,437,252</b>
<b>Debt Service</b>						
2015 A & C G.O. Debt Serv.	\$ 1,201,559	\$ 531	\$ 475	\$ 906,521	\$ 295,094	\$ 1,201,616
2008 G.O. Debt Serv.	2	-	-	2	-	2
2009 G.O. Debt Serv.	1,588,223	59,117	750	1,001,245	645,345	1,646,590
2016 G.O. Debt Serv.	162,688	38,435	-	201,122	-	201,122
<b>Total Debt Service Funds</b>	<b>\$ 2,952,472</b>	<b>\$ 98,083</b>	<b>\$ 1,225</b>	<b>\$ 2,108,891</b>	<b>\$ 940,439</b>	<b>\$ 3,049,330</b>
<b>Capital Projects Funds</b>						
Central Road Imp.	\$ 173,912	\$ 138	\$ 8,333	\$ 33,344	\$ 132,374	\$ 165,718
Hoffman Blvd Bridge Maintenance	333,071	130	-	18,168	315,033	333,201
Western Corridor	2,603,653	2,893	-	48,635	2,557,911	2,606,546
Traffic Improvement	124,549	42	20,833	85,132	18,626	103,758
EDA Series 1991 Proj.	1,492,882	7,769	49,879	48,734	1,402,038	1,450,773
Road Improvements	1,459,929	570,927	815,270	176,351	1,039,235	1,215,586
Central Area Road Impact Fee	406,185	48	-	161,228	245,005	406,233
Western Area Traff. Impr.	46,293	27	12,500	4,989	28,831	33,820
West Area Rd Impr. Impact Fee	39,227	2,790	-	42,017	-	42,017
Capital Improvements	660,264	78,217	146,389	154,996	437,096	592,092
Capital Vehicle & Equipment	329,708	102,713	28,108	313,887	90,426	404,313
Capital Replacement	1,232,175	420	10,191	433,387	789,016	1,222,403
2015 Capital Project Fund	603,395	512	-	-	603,907	603,907
<b>Total Capital Proj. Funds</b>	<b>\$ 9,505,242</b>	<b>\$ 766,626</b>	<b>\$ 1,091,503</b>	<b>\$ 1,520,867</b>	<b>\$ 7,659,498</b>	<b>\$ 9,180,365</b>
<b>Total Operating, Debt Service and Capital Project Funds</b>	<b>\$ 57,404,223</b>	<b>\$ 9,736,894</b>	<b>\$ 10,474,169</b>	<b>\$ 12,672,501</b>	<b>\$ 43,994,447</b>	<b>\$ 56,666,948</b>
<b>Trust Funds</b>						
Police Pension (September)	\$ 76,649,777	\$ 1,714,593	\$ 456,544	\$ 13,853	\$ 77,893,972	\$ 77,907,825
Firefighters Pension (September)	80,959,255	1,290,437	410,993	13,491	81,825,208	81,838,698
EDA Spec. Tax Alloc.	16,415,384	57,462	-	453,691	16,019,156	16,472,847
<b>Total Trust Funds</b>	<b>\$ 174,024,415</b>	<b>\$ 3,062,492</b>	<b>\$ 867,538</b>	<b>\$ 481,034</b>	<b>\$ 175,738,336</b>	<b>\$ 176,219,370</b>
<b>GRAND TOTAL</b>	<b>\$ 231,428,638</b>	<b>\$ 12,799,387</b>	<b>\$ 11,341,707</b>	<b>\$ 13,153,535</b>	<b>\$ 219,732,783</b>	<b>\$ 232,886,318</b>



# VILLAGE MANAGER'S OFFICE

## Memo

**TO:** President & Board of Trustees  
**FROM:** James H. Norris, Village Manager  
**RE:** **AGENDA ITEMS 7A&B – JIMMY JOHN'S RECONSIDERATION**  
**DATE:** December 15, 2017

Urgent

For Review

Please Reply

These items were deferred to the December 18 Village Board meeting to allow the petitioner time to finalize off-site parking easement documents. Assistant Corporation Counsel has confirmed that the appropriate documents are in place with Cook County to authorize the shared parking.

Beyond the shared parking condition, the Planning and Zoning Commission (PZC) Finding of Fact includes conditions originally written to highlight concerns and potential deficiencies with the proposed drive-through operations and other site plan/signage items. While all conditions should be reviewed again, it is recommended that certain revisions to the conditions be made as noted below.

1. ***Proposed Revised Site Plan Condition A.1.***

Since Assistant Corporation Counsel has confirmed documentation for the offsite parking, condition (A.1.) needs to be updated. Proposed revisions are:

A.1. "This site plan amendment shall only be valid as long as the subject property's tenants have the documented legal right to use the North West Corporate Centre parking spaces immediately adjacent to the east of the subject property.

2. ***Proposed Revised Site Plan Condition A.3.***

This original condition places the authority for approving or denying a directional sign and striping plan on Development Services staff as part of the Jimmy John's tenant build-out building permit process. However, based on discussions in the public meeting process and the lack of any proposal from the petitioner, it is unclear how the petitioner will be able to satisfactorily design a plan to address all concerns and still comply with Village sign code requirements. It is very possible the petitioner may view a future proposal as sufficient but staff may feel it is inadequate, resulting in a problematic situation that could delay the Jimmy John's permit process. Typically, this level of review would be part of the public meeting process with the Village Board making the ultimate decision as to what is acceptable. Therefore, it is recommended the condition be revised as follows:

A.3. "Prior to issuance of a tenant build-out permit for the Jimmy John's unit, the petitioner shall submit a comprehensive wayfinding plan for the property that specifically provides guidance to drivers using the dual-purpose drive-thru and addresses any permitted off-site and rear parking that will serve tenants of the building. The plan shall be subject to review and approval by the Village Board (through the Planning, Building and Zoning Committee) and may include pavement striping and instructional/directional signage as allowed by the Village Sign Code."

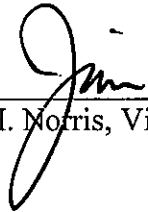
3. ***Proposed Revised Site Plan Condition A.4.***

To date, no progress has been observed on corrections to the existing property maintenance violations, therefore, this issue may hold up issuance of any permit for Jimmy John's. Since the public meeting process has been extended, it is recommended that the compliance date be extended to allow a more realistic timeframe for completion of the work.

A.4. "All property maintenance violations on the subject property shall be corrected prior to issuance of any occupancy permit for the Jimmy John's space, or by January 31, 2017, whichever comes first."

For the discussion and potential vote on Monday, please note that the Planning and Zoning Commission recommendation was negative (2 ayes, 4 nays) and, therefore, the Village Board motions will need to be structured accordingly.

Staff can assist with further modifications to the conditions and answer questions at Monday's meeting. Please contact me, Mark or Peter if there are questions.

  
\_\_\_\_\_  
James H. Norris, Village Manager

JHN/ds





VILLAGE OF HOFFMAN ESTATES  
PLANNING AND ZONING COMMISSION  
**FINDING OF FACT**

PZC: Deny 2-4  
VB: Deny 3-4

PROJECT NO.: 2017035P

VILLAGE BOARD MEETING DATE: NOVEMBER 20, 2017

PETITIONER(S):

ITASCA BANK & TRUST CO, TRUST #12551 (OWNER) AND STONEGATE PROPERTIES, INC (APPLICANT)

PROJECT ADDRESS: 2061-2071 N. BARRINGTON ROAD ZONING DISTRICT: B-2, COMMUNITY BUSSINES

Does the Planning and Zoning Commission find that this request meets the Standards for a Special Use (Section 9-1-18)?  YES  NO

Recommendation: **DENIAL**

Vote: 2 Ayes, 4 Nays, 5 Absent

PZC MEETING DATE: NOVEMBER 15, 2017

STAFF ASSIGNED: DANIEL RITTER

**A. Request by Itasca Bank & Trust Co, Trust #12551 (Owner) and Stonegate Properties, Inc (applicant) to consider a Site Plan Amendment for a second drive-thru on the property located at 2061-2071 N. Barrington Road. The following conditions shall apply:**

1. This site plan amendment shall only be valid if the Petitioner provides a legally binding off-site parking easement that is deemed acceptable to Village Corporation Counsel documenting the subject property's tenants have the right to use of the Northwest Corporate Centre parking spaces immediately adjacent to the east of the subject property. This may be in the form of a new off-site parking easement or an existing easement document accompanied by a legal opinion from an attorney or Title Company insurance confirming that such easement is valid for this purpose and for the duration of time Jimmy John's will occupy this property.
2. This approval is granted based on the petitioner's application materials submitted with this request or presented at the public meetings (along with any conditions of approval required by the Village). Parking and drive-thru data relied upon in this review are specific to the existing Starbucks operations (including a drive-thru facility), the existing Wholesome Health Pharmacy occupancy, and the proposed Jimmy John's use as defined in the application materials, therefore, any change in any tenant or operations in the building that differs from those included in this review shall require a new Site Plan Amendment review by the Village. This includes any changes to operations (such as an expanded food menu/service or hours of operation by any of the tenants) that will increase parking or drive thru demand beyond the current levels.
3. As part of any permit for the Jimmy John's unit, the petitioner shall submit a comprehensive wayfinding plan for the property that specifically provides guidance to drivers using the dual-purpose drive-thru and addresses any permitted off-site and rear parking that will serve tenants of the building. The plan shall be subject to review and approval by the Development Services Department and may include pavement striping and instructional/directional signage as allowed by the Village Sign Code.

Planning and Zoning Commission Finding of Fact

2061-2071 N. Barrington Rd – Site Plan Amendment and Variations for Jimmy John's Drive-thru

Village Board Meeting Date: November 20, 2017

4. All property maintenance violations on the subject property shall be corrected prior to issuance of any occupancy permit for the Jimmy John's space, or by December 31, 2017, whichever comes first.
5. All deliveries to each of the businesses in this building shall be managed so they do not impede parking or circulation on the site or on the adjacent roadways. This may require scheduling deliveries when all businesses are closed, limiting the size of delivery vehicles, or other measures, and this shall apply to all businesses in the building.

**B. Request by Itasca Bank & Trust Co, Trust #12551 (Owner) and Stonegate Properties, Inc (applicant) to consider a variation under Section 9-3-8-M-10-e-(1) of the Zoning Code to permit a third (11 square foot) menu board sign and an additional ground sign (3 square foot speaker post) on the property located at 2061-2071 N. Barrington Road. The following conditions shall apply:**

1. This sign variation is only valid in conjunction with a site plan approval to allow a second full service drive-thru restaurant in the southern unit of the building on this site. In the event the drive-thru restaurant business closes or vacates this unit and is not replaced by another identical use within 6 months, this variation shall automatically become void and the signs and equipment approved by this action shall be completely removed from the property.
2. No bollards are approved to be installed on the site. In the event the petitioner is concerned with a sign being potentially hit by vehicles, the sign shall be moved further from the drive aisle.
3. The sign shall be constructed per the size and location included in the petitioner's application materials submitted with this request.
4. In the event the property owner seeks any additional sign variation anywhere on this property, the owner shall be required to develop a Master Sign Plan for the property that encompasses all existing and proposed signage on the property, including conversion of all prior variations into the Master Sign Plan, so as to provide a comprehensive document governing the entire property. Upon approval of such a Master Sign Plan replacing prior variations, all prior variations shall become void.

FINDING

The Planning & Zoning Commission heard from the petitioner (Doug Altenberger and George M. Moser, Stonegate Properties), their traffic consultant (Michael Werthman, KLOA), the property's broker (Wendell Hollan, CBRE) and the Jimmy Johns franchisee (Alex Salisbury) who explained their proposal to add a second drive-thru lane for a proposed Jimmy John's at the three-tenant retail site located at 2061-2071 N. Barrington Road. The petitioner stated they believed that there is an existing cross-parking easement recorded between the subject property and Northwest Corporate Centre property that would allow tenants on the subject site to utilize the offsite parking, however they were unable to locate this specific easement document for staff and legal review. They also stated that they believed there would be minimal parking and circulation conflicts on

the site with their proposal. The petitioner indicated they did not wish to make further changes or completed further studies based on the tenant's required timing.

The Commission found that the site was approved in 2006 with and included a proposed coffee shop with a drive-thru, a bank with an ATM and a third tenant space expected to be an office type use (currently a health pharmacy). The site approval included 28 onsite parking spaces and did not utilize any offsite parking spaces. Due to significant concerns with the original proposal about the adequacy of parking supply, vehicle stacking, circulation issues and overall tight design of the site, conditions were included in the approval clarifying that any changes to the tenant spaces, parking demand, drive-thru lane or bank ATM would require a formal site plan review and approval.

The Commission also found that the current proposal is dependent on the use of off-site parking during peak periods to accommodate demand for the Jimmy John's and the existing tenants. The petitioner had submitted a copy of an off-site easement agreement, but this easement is not valid for the subject property and therefore is not relevant for this project. The majority of the Commission agreed that documentation was needed establishing recorded legally binding off-site parking rights on the Northwest Corporate Centre property if that was to be part of the petitioner's proposal and referenced in the parking report, otherwise the finding of the report would be invalid.

The Commission raised significant concerns regarding the fact that during peak periods, vehicles waiting for the Jimmy John's drive-through would likely block parking spaces and site circulation. Specific concerns raised included that vehicles wanting to enter the Starbucks's drive-thru lane would need to turn in front of vehicles that were potentially exiting the Jimmy John's drive-thru window. This situation would likely lead to vehicle collisions and the inability for vehicles to enter the Starbucks drive-thru. There were also concerns that vehicles trying to exit the Jimmy John's drive-thru might accidentally turn into the Starbucks drive-thru lane or be blocked from exiting the site by someone trying to turn into Starbucks's drive-thru lane.

Other concerns included that the order board signage locations would cause vehicle damage, vehicles were unlikely to naturally hold tight to the curb or leave small vehicle separations as shown on the site circulation plans and that different tenant deliveries appeared to interfere with peak periods on the site. The majority of the Commission agreed that more specific evidence to support the proposed drive-thru operations or a proposal to mitigate the likely conflicts on-site was needed. The Commission considered the Standards for a variation listed in Section 9-1-18-l of the Zoning Code and determined that the proposal did not meet these Standards and recommended denial of the sign variations by a 2 - 4 vote.

#### AUDIENCE COMMENTS

None.

#### PLANNING AND ZONING COMMISSIONERS

Chairperson Eva Combs	Myrene Iozzo
Vice-Chairman Steve Caramelli	Greg Ring
Adam Bauske	Nancy Trieb
Sharron Boxenbaum	Steve Wehofer
Lon Harner	Denise Wilson
Lenard Henderson	

#### ROLL CALL VOTE

2 Ayes (Bauske, Harner)  
4 Nays (Combs, Henderson, Ring, Wilson)  
5 Absent (Boxenbaum, Caramelli, Iozzo, Trieb, Wehofer)

**MOTION FAILED**

Planning and Zoning Commission Finding of Fact  
2061-2071 N. Barrington Rd – Site Plan Amendment and Variations for Jimmy John’s Drive-thru  
Village Board Meeting Date: November 20, 2017

The following attachments are hereby incorporated as part of this Finding of Fact:

- Staff Report (dated 11-15-17)
- Petitioner Application & Submittals
- KLOA Traffic Parking Analysis Report
- Private Easement Agreement
- Legal Notice & Notification Map
- Staff Exhibit – Finding of Fact and Memo from 2006 Site Plan Approval
- Staff Exhibit - Aerial Photo



# VILLAGE OF HOFFMAN ESTATES PLANNING AND ZONING COMMISSION STAFF REPORT

PROJECT NO.: 2017035P

PROJECT NAME: 2061-2071 N BARRINGTON ROAD –  
SECOND DRIVE-THRU FOR JIMMY JOHNS

PROJECT ADDRESS / LOCATION: 2061-2071 N. BARRINGTON ROAD

PUBLIC HEARING    
YES NO

REZONING  MASTER SIGN PLAN  SPECIAL USE  VARIATION   
SITE PLAN AMENDMENT  PLAT  CONCEPT REVIEW

MEETING DATE: NOVEMBER 15, 2017

STAFF ASSIGNED: DANIEL RITTER *DR*

## REQUESTED MOTIONS

- A. Request by Itasca Bank & Trust Co, Trust #12551 (Owner) and Stonegate Properties, Inc (applicant) to consider a Site Plan Amendment for a second drive-thru on the property located at 2061-2071 N. Barrington Road.
- B. Request by Itasca Bank & Trust Co, Trust #12551 (Owner) and Stonegate Properties, Inc (applicant) to consider a variation under Section 9-3-8-M-10-e-(1) of the Zoning Code to permit a third (11 square foot) menu board sign and an additional ground sign (3 square foot speaker post) on the property located at 2061-2071 N. Barrington Road.

INCLUDES RECOMMENDED CONDITIONS    
YES NO

ACRES: 0.75 (Approximate)	ZONING DISTRICT: B-2, Commercial District
ADJACENT NORTH: Rickey Rockets Fuel Center, B-2	SOUTH: BP Gas Station, B-2
PROPERTIES: EAST: Northwest Corporate Center, B-2	WEST: Barrington Road & Various Commercial, B-2

## BACKGROUND

The retail site was approved in 2006 and completed in 2007 with a coffee shop (with a drive-thru), a bank (with a drive-up ATM) and a third empty tenant space that became a travel agent office and subsequently a pharmacy. During the original site plan review process there were many concerns raised by staff, Planning and Zoning Commissioners and Village Trustees regarding the adequacy of parking, as well as concerns about conflicts between vehicles stacking for the coffee shop and bank ATM and customers/emergency vehicles attempting to circulate the site. Due to these concerns, the site plan was approved with a number of conditions including the requirement that any changes to the coffee shop drive-thru or bank drive-up ATM would necessitate site plan amendment review and approval.

Since the businesses opened at this site, it has been noted that the front parking area fills to capacity during busy periods and customers often need to use the rear or off-site areas to park, which are much less

convenient. At some point the owner striped parallel parking spaces on the adjacent off-site access drive (without Village approval) to increase the number of convenient parking spaces close to the Starbucks use.

### ***Property Maintenance Issues***

As part of the staff review for this proposal, the site was inspected for general property maintenance compliance and a number of deficiencies were noted. The violations are not substantial, but do require attention as soon as possible. Violations included sunk sidewalks/depressed curbs, missing ADA parking signs, faded paint that is required on detectible warning domes, damaged curbing, rusting support posts, a dead tree, damaged or non-compliant "do not enter" and stop signs and prohibited and unpermitted temporary signage.

For the most part the petitioner has indicated the existing problems will be fixed by the end of the year, however, there are a few items the petitioner has indicated they do not want to change. Regardless of the petitioner's desires, correcting property maintenance violations is not negotiable and therefore staff will continue to pursue full compliance. For business purposes, the petitioner has indicated timing of this request is critical and they have requested to move forward in advance of addressing the violations. A condition of approval is included requiring a resolution to the violations by the end of the year, or prior to occupancy for Jimmy John's, whichever comes first.

### **PROPOSAL**

The petitioner is requesting site plan amendment approval to add a Jimmy John's sit down restaurant with a second full service drive-thru on the site, which would share the drive-thru lane circulation with the existing Starbuck's drive-thru. This new tenant would fill the vacant former bank location on the south side of the building.

While the Jimmy John's drive-thru window would be in the same location as the former bank ATM, it would function much differently, and the new use would also have a higher parking demand than the former bank use. The proposal includes the addition of a menu board and speaker/ordering post with signage at the front corner of the building, which require variations. The petitioner has submitted a site plan and traffic and parking analysis completed by a professional traffic consultant (KLOA). This report indicates that parking adequacy for this proposal is primarily dependent on the petitioner having rights to off-site parking.

Staff's review has identified a number of concerns with this proposal and requested that the petitioner do further work to resolve the issues, however, the petitioner has indicated due to timing concerns they want to move forward with the proposal based on the plans as submitted. The two primary staff concerns involve parking supply and the drive-thru functionality and are summarized below:

1. This proposal is dependent on the use of off-site parking during peak periods to accommodate demand for Jimmy John's and existing tenants. The petitioner has submitted a copy of an off-site easement agreement, but the easement is not valid for the subject property and therefore is not relevant for this project. Staff has informed the petitioner that this needs to be resolved and awaits more information. **Without documentation establishing legally binding off-site parking rights, there would not be sufficient parking supply to support the Jimmy John's use and staff would not recommend this request be approved.**

2. Staff has raised significant concerns regarding the fact that during peak periods vehicles waiting for the Jimmy John's drive-through will block parking spaces and site circulation. There are several unresolved review comments from the parking/traffic report that the petitioner has chosen to not address in the revised report. The petitioner has downplayed the concerns. This memo reiterates those concerns and it will be incumbent upon the petitioner to respond during the public meeting. **Without more specific evidence to support the proposed drive-thru operations or a proposal to mitigate the likely conflicts on-site, staff does not recommend this request be approved.**

### ***Parking Information***

The existing site contains a total of 28 parking spaces - 20 in the front (including 2 accessible spaces) that are convenient for customers of the three units and 8 spaces in the rear of the building. The on-site spaces are often insufficient and frequently vehicles park off-site along the shared access road where five parallel spaces have been illegally striped. At times additional overflow parking occurs to the east on the Northwest Corporate Centre property.

Parking counts done by the petitioner and staff found that during lunch time periods on average there were 20 vehicles parked on and off-site, with a range between 15 and 25 during the counts. The days counted were fairly typical business days and it can be expected that during holiday peaks or special sales at the businesses demand could be higher. Additionally, existing parking demand would be expected to grow if Starbucks continues to offer more food options for lunch and dinner periods as they have recently.

Petitioner projections for the new Jimmy John's restaurant anticipate adding a demand of 7 vehicles during the lunchtime peak but this does not include their staff and delivery vehicles. The petitioner has indicated Jimmy John's will add approximately 3-4 employees plus 3 delivery driver vehicles to the demand. When combined with the existing counted demand, the front customer parking area will regularly be full and on a daily basis there will be a need for off-site parking beyond the 28 space supply on-site.

### ***Drive-thru Information***

The existing Starbucks drive-thru was designed to accommodate 3 vehicles at the pickup window and 5 vehicles can stack at the order speaker before backing up into the south side of the property where they would begin to impede other vehicles circulating the site (or exiting the proposed Jimmy John's pick up window, if approved). A parking count completed by the petitioner indicate a peak of 6 vehicles in the Starbucks's drive through and general observations have indicated peak periods in the mornings. However, Starbucks is open throughout the day and evening and does experience varying demand.

The proposed Jimmy John's drive-thru would accommodate 1 vehicle at the pickup window, assuming a vehicle length of 19 feet and 5 feet between vehicles, which accommodates most vehicles. After that one vehicle the next vehicle would block any vehicles from ordering at the menu board. The KLOA report shows the uses of both 16.75 and 19 foot average vehicle lengths and tighter separation between vehicles (1-2 feet) to show that 2 vehicles can stack at the window. While this approach may be true sometimes, there will be several times per day when this average will not be achieved.

The Jimmy John's order station is proposed at the southwest corner of the building. The KLOA report indicated 2 vehicles can fit without blocking circulation (using 16.75 and 19 foot length vehicles), if it is

positioned tight to the curb, has 1-2 feet separation and assuming neither vehicles is oversized. A third car in line to order (or a poorly positioned second car) will block site circulation and block vehicles from backing out of certain spaces. This will disrupt vehicles entering the site to park in the rear, leaving the front spaces to exit the site, or trying to reach the Starbuck's drive-thru. The KLOA report contends that because most of the time there will not be a third car stacked in line, there will not be issues. Because this site is constrained and disruption at any time will be magnified, staff believes peak demand situations need to be evaluated, rather than evaluating the request based on average demand.

### ***Overall Site Circulation***

The site is designed with one-way circulation and angled parking, with two access points from a private shared access road that also serves the Northwest Corporate Centre and a hotel. The front drive is only wide enough for a single car except for a very short segment at the entrance where vehicles exit the Starbuck's drive-thru. As the drive circulates around the south side of the building, it tapers from one lane to two, allowing for one or two vehicles to stack at the former ATM window while others can generally bypass those vehicles. There is no room for widening the drive aisles on the site and the original site plan included several waivers for reduced perimeter setbacks. In the rear, the drive aisle splits into a separate drive-thru lane for Starbuck's and a parking lot aisle that exits onto the shared roadway. There is also a dumpster enclosure at the southeast corner of the site where vehicles drive to bypass the Starbuck's drive-thru lane. This is generally out of the way, except on occasion when the doors are left open or garbage bags are left outside the enclosure.

### **CROSS-PARKING EASEMENT**

The petitioner submitted an easement document (attached) stating it allows for cross-parking between the subject property and the Northwest Corporate Centre property to the east. Staff review of this easement language found that it did not appear to relate to the subject property. Furthermore, staff reviewed all previous approvals for the Northwest Corporate Centre and for the subject property on file with the Village and found no mention of a formal cross-parking agreement or easements between these two specific properties.

Staff has requested further explanation and documentation to confirm that the cross-parking easement is valid, however the petitioner has suggested that staff should perform research of files from more than 30 years ago to find further information. Subdivision Code Section 10-5-2.B.1.a.1 clearly indicates that it is the obligation of the petitioner to demonstrate the validity of off-site parking easements. Staff has consulted with Village Corporation Counsel on the issue and confirmed that it is the petitioner's responsibility to provide the necessary legally binding documents that show rights to off-site parking.

Without verification that this property has a legal right to use off-site parking, the parking supply information and findings of the KLOA parking/traffic report are invalid. The parking supply in Northwest Corporate Centre (approximately 78 spaces used for study) as well as the five illegally striped spaces on the drive aisle (also part of the Northwest Corporate Centre property) cannot be counted in the parking analysis and only the 28 onsite parking spaces should be used. Removing the off-site spaces from the report would change the parking reports conclusion to show that there is not adequate parking to accommodate this use.



### **KLOA PARKING AND DRIVE-THRU FACILITY REPORT/ANALYSIS**

During the review process, staff met with the petitioner and provided detailed comments on the initial parking and traffic report, however there were still several key concerns to be resolved in the final report. Petitioner comments that accompanied the final report submittal indicated no additional studies or counts were conducted to address parking variability, accessible parking requirements, employee/delivery vehicle information, site circulation, ordering time ranges, vehicle size ranges, pedestrian access or many other concerns. Without further studies and the information requested, the issues remain unresolved.

Following are specific concerns noted by staff based on review of the KLOA report and all other information provided with this proposal.

1. This particular site is already constrained with limited parking and a tight situation for the existing drive-thru facility with no option for making more space on the site. The KLOA report uses generalities with reference to "average" demand and assumptions based on counts done at other Jimmy John's sites, which are often not identically comparable. Even using "averages" for projected demand, the report indicates there will be times when drive-thru capacity will block circulation or some parking spaces, and periods when customers will be forced to park behind the building or off-site. Because this site is constrained, the evaluation should address more specifically the impacts that will occur during demand variability (for example – when peaks occur versus an average). Ignoring variability in daily parking and drive-thru demand presents a picture that will only be true part of the time.
2. The report presents information on drive-thru window service times, which is a direct factor in the amount of stacking that could occur, and how long a line of vehicles will dissipate. Staff has requested that in addition to average data, ranges should be provided as well. This would allow a better understanding of peak scenarios versus an imaginary "average". Staff visits at other Jimmy John's drive-thru facilities found there to be a fairly large range of service times, with maximum times much higher than the average.
3. The proposal includes a specific circulation plan that is supposed to represent vehicle positioning in each of the drive thru lanes and demonstrate there will be no conflicts. Unfortunately, the plan assumes a specific vehicle size and very specific driver behavior that will not always be true. Again, variability in vehicle sizes and driver behavior need to be considered. Just a slight offset of one drive positioning a vehicle will create a scenario where parking spaces and circulation are blocked. Only considering the ideal vehicle positioning scenario as part of this review will not reflect the reality of how the site will operate after the restaurant opens. Without more detailed information showing different scenarios in driver behavior, it is not possible to accurately consider the negative impacts that may result from this proposal.
4. Based on the existing constrained site design, parked vehicles would be unable to reverse out of several parking spaces in any situation where a drive-thru vehicle is not perfectly positioned. At any point where one car is off center and blocking parking or circulation, there could quickly be a "domino effect" for any additional vehicles entering the site and drivers will not be able to circulate the site until the blockage clears.

5. While the KLOA report does focus on specific parking and drive-thru projections for the proposed Jimmy John's use, in order to gain a true understanding of how the circulation would work (or now work) it would be necessary to layer together each activity that may occur at the same time – no one part of the site operations can be viewed in a vacuum. For example, at the same time two vehicles are stacked at the drive-thru, there could be vehicles trying to reach the Starbuck's drive-thru and also vehicles trying to leave parking spaces for any of the three units. It is important to remember that all vehicles entering the site for any purpose must circulate around the building following the same one-way path. Therefore, any blockage at the Jimmy John's drive-thru will also block all other circulation. It would be very difficult to accurately measure the layering of several different functions at the same time, but it is obvious that failure in one area will affect all others.
6. It is anticipated that drive-thru circulation will be confusing for customers with two drive-thru lanes in such close proximity. Upon entering the site, there is no obvious way for a driver to know how to position their vehicle to properly reach the order points for Jimmy John's or Starbuck's because both are around the building and not visible. Frequent customers will learn over time, but any unfamiliar customer will have no guidance. The petitioner has indicated generally that a "wayfinding plan" will be developed in the future. Nothing has been submitted and without reviewing the "wayfinding plan" staff cannot determine how effective it may be, if it may generate a need for additional sign variations or require other site plan changes. This is a significant deficiency and if the Commission chooses to vote on this request at this time, staff has provided a recommended condition that will require the wayfinding plan be addressed prior to any permits are issued for Jimmy John's.
7. Delivery details for the three tenants are not addressed by the petitioner besides to say that Jimmy John's trucks will not access the site and will park on Northwest Corporate Centre property. The original site plan approval specifically included a truck delivery plan on the site for Starbuck's and since that was the only tenant space that would have full-size truck deliveries (the bank all other tenant would be closed during delivery hours) there were no concerns. The petitioner has only indicated that Jimmy John's deliveries would only occur when Jimmy John's is closed, however, this could directly conflict with the morning peak period for Starbuck's operations, thus creating significant conflicts. The petitioner has provided no coordinated plan that considers each tenant's operations and deliveries together. A recommended condition is added requiring coordination of deliveries in regards to truck size, staging location and delivery times. However staff's past experience with such regulations have shown that they are extremely difficult to enforce and for businesses to follow due to changing delivery companies and drivers as well as traffic, weather and other external factors.
8. The fact that during much of the day the front parking spaces will all be full will require many times when customers must walk from behind the building or from the adjacent property to the east (assuming the parking easement is finalized). There are no public entrances on the rear of the building to the units and the only pedestrian walk path is around the north side of the property, along the adjacent access road, across the Starbuck's drive-thru exit and onto the front walk. This path is long and also contains challenges such as sloped areas and two large street light poles that partially obstruct the sidewalk.

## **SIGN VARIATIONS**

Section 9-3-8-M-10-e-(1) of the Zoning Code allows one menu board on a commercial property at a maximum height of 6 feet and maximum size of 30 square feet. The existing property has two menu boards currently in use by Starbuck's. The first menu board sign is the traditional menu board (approximately 25 square feet) that is used by Starbucks and the second menu board is used as a combination menu board and order screen which was approved through a variation granted in 2015. The second Starbuck's menu board was approved at that specific height, size and location due to potential vehicles conflicts if moved elsewhere on the property. This request specifically required that the sign be positioned in a way to avoid vehicle conflicts and was not permitted to use bollards. The petitioner's proposal includes a third 11 square foot menu board that would be used by Jimmy John's main order board. They are also requesting a second ground sign for the 3 square foot speaker post to have Jimmy John's logos and signage located on it. No concerns exists with the signs themselves although their proposed locations within the drive-thru lane causes potential vehicle conflicts.

It was recommend to the petitioner that all proposed pipe bollards be removed from the plans and that the menu board and speaker be set back further from the drive aisle curb to avoid vehicle conflicts. There should be sufficient protection for the signage to avoid vehicle conflicts by setting the signs back further and with the existing six inch curb height. If there are concerns about contact with the drive thru window, curbing can be added next to the building (creating a small planter area) to guide vehicles away from the building structure and drive-thru window. A bollard that is "required" for a sign or drive-thru window indicates a poorly designed plan that has a clear concern about vehicle conflict/collisions, yet proposing bollards gives a priority to protect the sign/window over the potential damage to vehicles, which is not an appropriate or safe solution. Simply, if the bollards are required to prevent damage to a sign or window, they should not exist as it is proposed. The petitioner has not revised plans or responded to staff's concerns or comments about the sign locations or vehicle conflicts. Potential vehicle damage is a significant concern and if the Commission chooses to vote on this request at this time, staff has provided a recommended condition that will require the bollards be removed from any plans prior to permits being are issued for Jimmy John's.

## **SIGN VARIATION STANDARDS**

Section 9-1-15 of the Zoning Code – *Standards for a Variation* - states that the Planning and Zoning Commission shall not recommend the adoption of a proposed variation unless it finds that the variation meets the Standards for Variations as set forth in the Zoning Code.

1. The Planning and Zoning Commission shall not recommend the variation of the regulations of the Code unless it shall first make a finding based upon the evidence presented to it in each specific case that:
  - a. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the district in which it is located;
  - b. The plight of the owner is due to unique circumstances;
  - c. The variation, if granted, will not alter the essential character of the locality.
2. For the purpose of implementing the above rules, the Planning and Zoning Commission shall also, in making its determination whether there are practical difficulties or particular hardships, take into consideration the extent to which the following facts favorable to the applicant have been established by the evidence;
  - a. The particular physical surroundings, shape of topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out;

- b. The conditions upon which the petition for a variation is based would not be applicable, generally, to other property within the same zoning classification;
  - c. The purpose of the variation is not based exclusively upon a desire to increase the value of the property;
  - d. The alleged difficulty or hardship has not been based exclusively upon a desire to increase the value of property;
  - e. The granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located; and
  - f. The proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fires, or endanger the public safety, or substantially diminish or impair property values in the neighborhood.
3. The Planning and Zoning Commission may recommend to the Village Board that such conditions and restrictions be imposed upon the premises benefited by a variation as may be necessary to comply with the standards set forth in this section to reduce or minimize the injurious effect of such variation upon other property in the neighborhood, and better to carry out the general intent of this Code.

The Zoning Code requires that deviations from sign standards shall be addressed through a Master Sign Plan proposal in lieu of a variation request, unless it is determined to be not feasible. In this case, there are prior sign variations on the site, including some for specific tenants, and preparing a Master Sign Plan for the Jimmy John's signage would be cumbersome. Therefore, the request is proceeding as a variation. However, any future request for signage that does not conform to the Sign Code shall be required to be addressed as a Master Sign Plan that encompasses all prior variations in a consolidated manner. Variations are granted to the property to allow a third menu board sign and additional 3 square foot ground sign (part of the ordering pedestal), in perpetuity or until otherwise amended or dissolved by a future ordinance.

### **NOTIFICATION**

Standard notification letters have been sent to surrounding properties within 300 feet. The other two tenants within this building (Starbucks Coffee and Wholesome Health Pharmacy) have also been made aware of the request and a Starbucks representative has requested copies of the proposal and may provide comments for the public meeting review.

### **RECOMMENDED CONDITIONS**

Typically, staff would recommend that the petitioner further address the review concerns as well as resolve the off-site parking easement issue prior to action by the Planning and Zoning Commission, however, the petitioner has indicated they will make no further changes and is requesting action based on the submittal in its current state. To accommodate this, staff has developed the following conditions of approval to address as many issues as possible that remain unresolved in the proposal.

#### **A. Request by Itasca Bank & Trust Co, Trust #12551 (Owner) and Stonegate Properties, Inc (applicant) to consider a Site Plan Amendment for a second drive-thru on the property located at 2061-2071 N. Barrington Road.**

1. This site plan amendment shall only be valid if the Petitioner provides a legally binding off-site parking easement that is deemed acceptable to Village Corporation Counsel documenting the subject property's tenants have the right to use of the Northwest Corporate Centre parking spaces immediately adjacent to the east of the subject property. This may be in the form of a new off-site

parking easement or an existing easement document accompanied by a legal opinion from an attorney or Title Company insurance confirming that such easement is valid for this purpose and for the duration of time Jimmy John's will occupy this property.

2. This approval is granted based on the petitioner's application materials submitted with this request or presented at the public meetings (along with any conditions of approval required by the Village). Parking and drive-thru data relied upon in this review are specific to the existing Starbucks operations (including a drive-thru facility), the existing Wholesome Health Pharmacy occupancy, and the proposed Jimmy John's use as defined in the application materials, therefore, any change in any tenant or operations in the building that differs from those included in this review shall require a new Site Plan Amendment review by the Village. This includes any changes to operations (such as an expanded food menu/service or hours of operation by any of the tenants) that will increase parking or drive thru demand beyond the current levels.
3. As part of any permit for the Jimmy John's unit, the petitioner shall submit a comprehensive wayfinding plan for the property that specifically provides guidance to drivers using the dual-purpose drive-thru and addresses any permitted off-site and rear parking that will serve tenants of the building. The plan shall be subject to review and approval by the Development Services Department and may include pavement striping and instructional/directional signage as allowed by the Village Sign Code. *Such signage shall be installed prior to occupancy.*
4. All property maintenance violations on the subject property shall be corrected prior to issuance of any occupancy permit for the Jimmy John's space, or by December 31, 2017, whichever comes first.
5. All deliveries to each of the businesses in this building shall be managed so they do not impede parking or circulation on the site or on the adjacent roadways. This may require scheduling deliveries when all businesses are closed, limiting the size of delivery vehicles, or other measures, and this shall apply to all businesses in the building.

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1. This sign variation is only valid in conjunction with a site plan approval to allow a second full service drive-thru restaurant in the southern unit of the building on this site. In the event the drive-thru restaurant business closes or vacates this unit and is not replaced by another identical use within 6 months, this variation shall automatically become void and the signs and equipment approved by this action shall be completely removed from the property.
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Attachments:   Petitioner's Application and Submittals  
                  KLOA Traffic Parking Analysis Report  
                  Private Easement Agreement  
                  Legal Notice & Location Map  
                  Staff Exhibit – Finding of Fact and Memo from 2006 Site Plan Approval  
                  Staff Exhibit – Aerial Photo

86227007

AGREEMENT FOR EASEMENT

86227007

THIS AGREEMENT made this 13<sup>th</sup> day of May, 1986, by and between HARRIS TRUST AND SAVINGS BANK, as Trustee under Trust Agreement dated May 10, 1984, and known as Trust Number 42711, and not individually HARRIS TRUST AND SAVINGS BANK, as Trustee under Trust Agreement dated April 2, 1984, and known as Trust Number 42776, and not individually HARRIS TRUST AND SAVINGS BANK, as Trustee under Trust Agreement dated May 10, 1984, and known as Trust Number 42777, and not individually FIRST STATE BANK & TRUST CO. OF HANOVER PARK, as Trustee under Trust Agreement dated July 11, 1985, and known as Trust Number 2500, and HOFFMAN NORTHWEST, a Wisconsin limited partnership, hereinafter referred to as "HOFFMAN".

Vehicular, Pedestrian, Parking, and Road Maintenance...

RECITALS:

A. HARRIS TRUST AND SAVINGS BANK, as Trustee under Trust Agreement dated April 2, 1984, and known as Trust Number 42711, owns the real property more fully described in Exhibit "A" attached hereto and made a part hereof.

B. HARRIS TRUST AND SAVINGS BANK, as Trustee under Trust Agreement dated May 10, 1984, and known as Trust Number 42776, owns the real property more fully described in Exhibit "B" attached hereto and made a part hereof.

C. HARRIS TRUST AND SAVINGS BANK, as Trustee under Trust Agreement dated May 10, 1984, and known as Trust Number 42777, owns the real property more fully described in Exhibit "C" attached hereto and made a part

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hereof. This property includes a proposed "Restaurant Parcel" which abuts Barrington Road south of the Budgetel Hotel parcel, as more fully described in Exhibit "D" attached hereto and made a part hereof.

D. FIRST STATE BANK & TRUST CO. OF HANOVER PARK, as Trustee under Trust Agreement dated July 11, 1985, and known as Trust Number 2500, owns the real property more fully described in Exhibit "E" attached hereto and made a part hereof.

E. HOFFMAN owns the real property more fully described in Exhibit "F" attached hereto and made a part hereof. This property includes an "Out Lot Parcel" more fully described in Exhibit "G" attached hereto and made a part hereof.

F. The commercial complex known as the NORTHWEST CORPORATE CENTRE is made up of the property owned by HARRIS TRUST AND SAVINGS BANK as Trustee under Trust Agreement dated April 2, 1984, and known as Trust Number 427, HARRIS TRUST AND SAVINGS BANK, as Trustee under Trust Agreement dated May 10, 1984, and known as Trust Number 42776, HARRIS TRUST AND SAVINGS BANK, as Trustee under Trust Agreement dated May 10, 1984, and known as Trust Number 42777, FIRST STATE BANK & TRUST COMPANY of Hanover Park, as Trustee under Trust Agreement dated July 11, 1985, and known as Trust Number 2500 and HOFFMAN.

G. THE TRAVELERS INSURANCE COMPANY is the mortgagee of the property described in Exhibits "A" and "B."

H. HARRIS is the mortgagee of the property described in Exhibit "C."

I. FIRST INTERSTATE is the mortgagee of the property described in Exhibit "E."

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J. FIRST WISCONSIN NATIONAL BANK OF MILWAUKEE and FIRST SERVICE CORPORATION OF WISCONSIN are mortgagees of the property described in Exhibit "F."

K. HARRIS TRUST AND SAVINGS BANK, as Trustee under Trust Agreement dated April 2, 1984, and known as Trust Number 42711, HARRIS TRUST AND SAVINGS BANK, as Trustee under Trust Agreement dated May 10, 1984, and known as Trust Number 42776, HARRIS TRUST AND SAVINGS BANK, as Trustee under Trust Agreement dated May 10, 1984, and known as Trust Number 42777, FIRST STATE BANK & TRUST CO. OF HANOVER PARK, as Trustee under Trust Agreement dated July 11, 1985, and known as Trust Number 2500, and HOFFMAN all respectively desire to acquire an easement and certain rights in and to the roads located on the property owned by the other Parties.

IT IS THEREFORE AGREED:

1. For TEN DOLLARS (\$10.00) paid to each party by the others and other good and valuable consideration, receipt of which is hereby acknowledged, each Party respectively grants to the others in perpetuity the easements hereinafter described.

2. All of the easements granted herein are appurtenant to the respective grantee's property and will run with said property and pass to each successive transferee of the property, or any part thereof, whether the transfer is made by sale, gift, assignment, bequest, devise or otherwise.

3. Each Party respectively grants to each of the other Parties an easement for vehicular and pedestrian ingress and egress on and over the roadways located on the grantor's property and for vehicular parking in the parking spaces located on the grantor's property, as heretofore described. \*

\* subject to the Agreement for Easement dated May 13, 1986, and recorded in Cook County, Illinois, as Document No. \_\_\_\_\_ by and between Harris Trust and Savings Bank as Trustee under Trust Agreement dated May 10, 1984, and known as Trust Number 42777, First State Bank and Trust Company of Hanover Park as Trustee under Trust Agreement dated July 11, 1985, and known as Trust \_\_\_\_\_, a Wisconsin limited partnership.

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the easements are granted and the vehicular parking spaces are those shown on the Marchris Engineering Limited Engineering Drawings, Sheet No. 4 of Job No. 83-035, of April 25, 1984, attached hereto as Exhibit "H" and made a part hereof. However, it is understood and agreed by the Parties that, to the extent the said Engineering Drawings do not conform to the location of the roads or parking spaces as they are or will be constructed on each Party's property, the easements provided herein refer to the roads and parking spaces as ultimately constructed or as altered thereafter from time to time as reasonably necessary for the operation or maintenance of the roads and parking spaces provided said alteration is without material reduction of the number or size of the parking spaces. The parking easements shall constitute and consist of vehicular parking within the authorized and designated parking spaces on each grantor's property. It is understood and agreed by the Parties that pedestrians shall require ingress and egress on and over the grantor's property as well as the roadways.

4. The easements granted herein are exclusive, and each Party covenants that it will not grant to another Party an easement in or to the property covered by the respective easements which will conflict with the easements granted herein.

5. Each Party agrees, at its sole cost, to build and maintain new roadways and parking areas on its property, as designated on the said Marchris drawings, and in substantial conformity with the existing roadways and parking areas of the Parties herein. Existing roadways and parking areas on a party's property shall also be maintained at that Party's sole cost and in substantial conformity to the level of maintenance provided by the other Parties in conjunction with the roadways and parking areas located on their property. Maintenance of a roadway shall include, but not be limited to, the making of all necessary repairs, normal maintenance, replacement or resurfacing of the roadway and snow removal.

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Any Party herein may make a written demand upon any other Party to take certain specified action, including the resurfacing of roadways or parking areas, or other corrective action required by normal wear and tear upon said roadways or parking areas; to bring its roadways or parking areas into conformance with those of the other Parties or to repair the property of another Party which has been damaged by the said Party, its employees, agents, representatives, independent contractors or vendors. Said demand shall specify a reasonable time within which the corrective action must be taken or commenced. If the corrective action is not taken or commenced as provided in the said demand, the demand shall be deemed a demand for arbitration pursuant to Paragraph 10.

In the event the arbitrators determine that certain corrective action should be taken by a Party and the work is not performed or commenced by the said Party, as required by the arbitrator's award or decision, then the other Parties shall have the right, but not the duty, to perform said work, maintenance or repairs and shall invoice the other Party for its prorata cost. A Party shall pay, as its prorata cost of any work performed, the percentage of the cost which relates to work on that Party's property. If any Party does not pay its prorata costs as provided herein, the amount thereof shall constitute a lien on the real estate of the said Party, subordinate only to a lien of a prior recorded mortgage on the real estate.

6. Notwithstanding Paragraph 5 herein, which provides that each party shall maintain the roadways located on its own property, maintenance of the access road into the NORTHWEST CORPORATE CENTRE complex from Barrington Road, from the Barrington Road right of way to a point two hundred fifty (250) feet east thereof, shall be as follows:

- (a) Commencing with the execution of this Agreement and continuing thereafter through and including December 31,

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1987, HARRIS TRUST AND SAVINGS BANK as Trustee under Trust Agreement dated May 10, 1984, and known as Trust Number 42777 shall be solely responsible for the cost of maintaining the said roadway in substantial conformity with the existing roadways of the parties herein.

- (b) Thereafter, the owners of the Restaurant Parcel and the Out Lot Parcel will be jointly responsible for the maintenance of the said roadway, with each party paying fifty percent (50%) of the cost of maintaining the said roadway.

All other provisions of Paragraph 5 shall apply.

7. The easements, rights and privileges granted hereunder shall terminate when, or at such time as, the purposes hereof cease to exist, are abandoned by the respective grantee, or become impossible of performance.

8. The respective grantors of the easements granted herein, retain, reserve and shall continue to enjoy the use of such portions of their respective parcels of property for any and all purposes which do not interfere with or prevent the use by the respective grantees of each within described easement. The Parties agree to exercise any and all documents necessary to evidence the other Parties' interests, easements and rights in and to the property.

9. In the event of any controversy, claim or dispute relating to this instrument or the breach thereof, the prevailing Party or Parties shall be entitled to recover of and from the losing Party or Parties any and all reasonable expenses, costs and attorney's fees.

10. This Agreement shall bind and inure to the benefit of the respective Parties, personal representatives, successors and assigns of the Parties hereto.

11. It is agreed by the Parties that all questions as to rights and obligations arising under the terms of this Agreement are subject to arbitration. Any Party may serve a demand for arbitration by serving a demand in writing upon the

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each Party shall name one arbitrator in writing within 3 days after demand for arbitration is made and a third arbitrator shall be chosen by the two appointed arbitrators. Notice of the arbitration and the arbitration proceeding shall be conducted in accordance with the rules of the American Arbitration Association. If, there are three arbitrators, the decision of any two shall be binding and conclusive. The submission of a dispute to the arbitrators and the rendering of their decision shall be a condition precedent to any right of legal action on the dispute. The costs and expenses of arbitration, including arbitrators' fees and reasonable attorneys fees and expenses of any subsequent legal proceedings to enforce the arbitrators' ruling, shall be paid by the losing Party.

12. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. The Circuit Court of Cook County, State of Illinois, shall have and enjoy exclusive jurisdiction to resolve any suits, claims or causes of action arising as a result of this Agreement or out of any arbitrator's award or decree.

13. If any portion or portions of this Agreement are deemed to be unenforceable or voided by a court of competent jurisdiction, the Parties hereto agree that such unenforceable, voidable or void provision may be severed from this Agreement and the remaining portions be still in effect.

14. This Agreement sets forth the entire understanding of the Parties, and all understandings and agreements between the Parties are merged into this Agreement, which fully and completely expresses their agreement and supersedes any prior agreements or understandings relating to the subjects covered by this Agreement.

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15. It is expressly understood and agreed that nothing herein contained shall be construed as establishing any liability on any individual, land trust, partnership, limited partnership, corporation or other entity which now or at some time in the future owns all or any part of the property described in Exhibits "A," "B," "C," "D," "E," "F," and "G," to pay any indebtedness or to perform any of the terms, covenants, conditions and agreements contained herein, any party's recourse being solely against the real estate of the respective party in the manner herein and by law provided.

16. This Declaration of Easements is executed by HARRIS TRUST AND SAVINGS BANK, as Trustee under Trust Agreement dated April 2, 1984, and known as Trust Number 42711, HARRIS TRUST AND SAVINGS BANK, as Trustee under Trust Agreement dated May 10, 1984, and known as Trust Number 42776, HARRIS TRUST AND SAVINGS BANK, as Trustee under Trust Agreement dated May 10, 1984, and known as Trust Number 42777, and FIRST STATE BANK & TRUST CO. OF HANOVER PARK, as Trustee under Trust Agreement dated July 11, 1985, and known as Trust Number 2500, in each instance not personally, but solely as Trustee under the terms of the aforesaid Trust Agreement, solely in the exercise of the power and authority conferred upon and vested in each as Trustee and each respective Trustee hereby warrants that it possesses full power and authority to execute this Declaration. It is expressly understood and agreed that nothing herein contained shall be construed as establishing any liability on each respective Trustee, personally, to pay any indebtedness or to perform any of the terms, covenants, conditions and agreements herein to the Parties herein, its only recourse being against the real estate described herein and by law provided.

17. Each Mortgagee executes this Agreement, not as a party, but only to grant consent to the easements granted herein, to the extent the easement relates to property in which the Mortgagee has an interest.

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This Agreement may not be amended, modified or terminated orally, except by an agreement signed in writing by the Parties hereto.

HARRIS TRUST AND SAVINGS BANK, as Trustee under Trust Number 42711 ~~and not individually~~ HOFFMAN NORTHWEST

By: [Signature]  
Title: VICE PRESIDENT

By: [Signature]  
Title: General Partner

ATTEST: [Signature]  
VICE PRESIDENT

HARRIS TRUST AND SAVINGS BANK, as Trustee under Trust Number 42776 ~~and not individually~~ HARRIS TRUST AND SAVINGS BANK, as Trustee under Trust Number 42777 ~~and not individually~~

By: [Signature]  
Title: VICE PRESIDENT

By: [Signature]  
Title: VICE PRESIDENT

ATTEST: [Signature]  
Assistant Secretary

ATTEST: [Signature]  
VICE PRESIDENT

FIRST STATE BANK & TRUST CO. OF HANOVER PARK, as Trustee under Trust Number 2500  
NOT PERSONALLY, BUT SOLELY AS TRUSTEE

By: [Signature]  
Title: ASSISTANT TRUST OFFICER

ATTEST: [Signature]

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CONSENTED TO:

*Harris Trust and Savings Bank*  
THE TRAVELERS INSURANCE COMPANY

By: *Gregory M. Bias*  
Title: ASSISTANT VICE PRESIDENT  
ATTEST: *[Signature]*

FIRST INTERSTATE MORTGAGE  
COMPANY OF ILLINOIS

By: *[Signature]*  
Title: ~~Senior~~ Vice President  
ATTEST: *John L. [Signature]*  
SECRETARY

FIRST SERVICE CORPORATION  
OF WISCONSIN

By: *James B. [Signature]*  
Title: Vice Pres  
ATTEST: *Lucille G. [Signature]*

THE TRAVELERS INSURANCE COMPANY,  
a Connecticut corporation

By: *[Signature]*  
Wendell L. Holmes  
Title: Regional Vice President  
ATTEST: *[Signature]*  
Stanley J. Liss  
Assistant Secretary

FIRST WISCONSIN NATIONAL BANK  
OF MILWAUKEE

By: *[Signature]*  
Title: Vice Pres  
ATTEST: *[Signature]*  
Vice Pres



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ACKNOWLEDGMENTS

WISCONSIN  
STATE OF ~~ILLINOIS~~ )  
                                  ) SS  
COUNTY OF ~~COOK~~ )  
                                  MILWAUKEE

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that David M. Lowe, personally known to me to be the same person whose name is subscribed to the foregoing instrument and the General Partner of HOFFMAN NORTHWEST, a Wisconsin limited partnership, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, this 13 day of May, 1986.

Debra Dawn Balinski  
Notary Public

My commission expires: June 7, 1987.

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STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF ~~COOK~~ )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Wendell L. Holmes, Reg. V.P., personally known to me to be the same person whose name is subscribed to the foregoing instrument and the Regional Vice President of THE TRAVELERS INSURANCE COMPANY, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, this 21st day of May, 1986.



Notary Public Carrie A. Johnson  
For the State of Illinois, residing in Cook County.  
My commission expires: 5/10/87.

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WISCONSIN  
STATE OF ~~ILLINOIS~~)  
                                  ) SS  
COUNTY OF ~~COOK~~)  
                                  MILWAUKEE

I, the undersigned, a Notary Public in and for said County, in the State  
aforesaid, DO HEREBY CERTIFY that Mark N. Lemke and  
John T. Pechlman, personally  
known to me to be the same person whose name is subscribed to the foregoing  
instrument and the Vice Presidents of FIRST WISCONSIN NATIONAL BANK OF  
MILWAUKEE, appeared before me this day in person, and acknowledged that he  
signed, sealed and delivered the said instrument as his free and voluntary act, for the  
uses and purposes therein set forth, this 13<sup>th</sup> day of May, 1986.

Dorinda Dawn Belinski  
Notary Public

My commission expires: June 7, 1987.

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WISCONSIN  
STATE OF ~~ILLINOIS~~ )  
 ) SS  
COUNTY OF ~~COOK~~ )  
MILWAUKEE

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that James B. Litman, personally known to me to be the same person whose name is subscribed to the foregoing instrument and the V.P. of FIRST SERVICE CORPORATION OF WISCONSIN, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, this 13 day of May, 1986.

Lorell D. Maglio  
Notary Public

My commission expires: 5-15-88

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STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State  
aforesaid, DO HEREBY CERTIFY that Gregory M. Bins <sup>ASST VICE PRESIDENT</sup>, personally  
known to me to be the same person whose name is subscribed to the foregoing  
instrument and ~~the~~ David C. Julian <sup>Real Estate Counsel</sup> of HARRIS TRUST AND SAVINGS BANK,  
appeared before me this day in person, and acknowledged that <sup>they</sup> he signed, sealed and  
delivered the said instrument as his free and voluntary act, for the uses and purposes  
therein set forth, this 14 day of May, 1986.

Al Wachtel  
Notary Public

My commission expires: \_\_\_\_\_

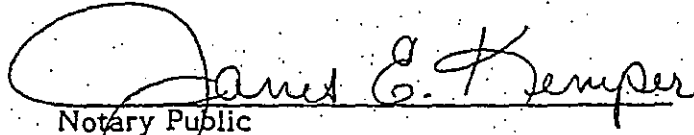
My Commission Expires February 19, 1990

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STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Raymond J. Walschlager, personally known to me to be the same person whose name is subscribed to the foregoing instrument and the ~~Senior Vice President~~ of FIRST INTERSTATE MORTGAGE COMPANY, <sup>OF ILLINOIS</sup> appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, this 16<sup>th</sup> day of MAY, 1986.

  
Notary Public

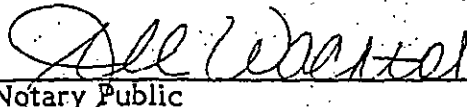
My commission expires: ~~NOT~~ 1 6 1989

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STATE OF ILLINOIS )  
                              ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that HERMAN A. KOLE, personally known to me to be the VICE PRESIDENT of HARRIS TRUST AND SAVINGS BANK, as Trustee under Trust Agreement dated April 2, 1984, and known as Trust Number 42711 aforesaid, and JAMES J. PERNER, personally known to me to be the ASST Secretary of said Bank, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such VICE PRESIDENT and ASST Secretary, signed and delivered the said instrument as VICE PRESIDENT and ASST Secretary of said Bank, and caused its seal to be affixed thereto, pursuant to authority, as their free and voluntary act and deed of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 14 day of May, 1986.

  
\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that HERMAN A. KOLE, personally known to me to be the VICE PRESIDENT of HARRIS TRUST AND SAVINGS BANK, as Trustee under Trust Agreement dated May 10, 1984, and known as Trust Number 42776 aforesaid, and JAMES J. PERNER, personally known to me to be the ASST Secretary of said Bank, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such VICE PRESIDENT and ASST Secretary, signed and delivered the said instrument as VICE PRESIDENT and ASST Secretary of said Bank, and caused its seal to be affixed thereto, pursuant to authority, as their free and voluntary act and deed of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 14 day of May, 1986.

[Signature]  
Notary Public

My commission expires: \_\_\_\_\_

My Commission Expires February 19, 1990

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STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that HERMAN A. KOLE, personally known to me to be the VICE PRESIDENT of HARRIS TRUST & SAVINGS BANK, as Trustee under Trust Agreement dated May 10, 1984, and known as Trust Number 42777 aforesaid, and JAMES J. PERNER, personally known to me to be the ASST Secretary of said Bank, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such VICE PRESIDENT and ASST Secretary, signed and delivered the said instrument as VICE PRESIDENT and ASST Secretary of said Bank, and caused its seal to be affixed thereto, pursuant to authority, as their free and voluntary act and deed of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 14 day of May, 1986.

Gene Wachtel  
Notary Public

My commission expires: \_\_\_\_\_

My Commission Expires February 19, 1990

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STATE OF ILLINOIS )  
DUPAGE ) SS  
COUNTY OF ~~COOK~~ )

I, the undersigned, a Notary Public in and for the County and State aforesaid,  
DO HEREBY CERTIFY that LeRoy T. Hoppe, personally known to  
Assistant Trust Officer  
me to be the \_\_\_\_\_ of FIRST STATE BANK & TRUST CO. OF HANOVER  
PARK, as Trustee under Trust Agreement dated July 11, 1985, and known as Trust  
Number 2500 aforesaid, and Rosemary N. Martin, personally known to me to be  
Assistant Vice President  
the \_\_\_\_\_ Secretary of said Bank, and personally known to me to be  
the same persons whose names are subscribed to the foregoing instrument, appeared  
before me this day in person and severally acknowledged that as  
Assistant Trust Officer Assistant Vice President  
such \_\_\_\_\_ and \_\_\_\_\_ Secretary, signed and delivered the said  
Assistant Trust Officer Assistant Vice President  
instrument as \_\_\_\_\_ and \_\_\_\_\_ Secretary of said Bank, and caused its  
seal to be affixed thereto, pursuant to authority, as their free and voluntary act and  
deed of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15th day of May, 1986.

*Velma E. Bates*

Notary Public

My commission expires: January 26, 1989

This instrument was prepared by:

Joanne F. Hurley  
ROBBINS, RUBINSTEIN, SALOMON & GREENBLATT, LTD.  
25 East Washington Street  
Suite 1000  
Chicago, Illinois 60602  
(312) 782-9000

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EXHIBIT "A"

(Legal Description for  
Harris Trust and Savings Bank, as Trustee  
under Trust Agreement dated April 2, 1984,  
and known as Trust Number 42711)

Lot 2 in Northwest Corporate Centre Unit One, being a Subdivision of part of the Northwest fractional Quarter of Section 7 and part of the Southwest Fractional Quarter of Section 6, all in Township 41 North, Range 10, East of the Third Principal Meridian, According to the Plat thereof recorded as Document No. 27352826 in Cook County, Illinois.

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EXHIBIT "B"

(Legal Description for  
Harris Trust and Savings Bank, as Trustee  
under Trust Agreement dated May 10, 1984,  
and known as Trust Number 42776)

Lot 1 in Northwest Corporate Centre Unit One, being a Subdivision of part of the Northwest fractional Quarter of Section 7 and part of the Southwest Fractional Quarter of Section 6, all in Township 41 North, Range 10, East of the Third Principal Meridian, According to the Plat thereof recorded as Document No. 27352826 in Cook County, Illinois.

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EXHIBIT "C"

(Legal Description for  
Harris Trust and Savings Bank, as Trustee  
under Trust Agreement dated May 10, 1984,  
and known as Trust Number 42777)

THAT PART OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 6, AND THAT PART OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 6 (said point also being the Northwest corner of said Northwest quarter of Section 7); THENCE N 84° 34' 20" E ALONG THE COMMON EAST AND WEST SECTION LINE OF SAID SECTIONS, 50.21 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF BARRINGTON ROAD, 50.00 FEET EAST AND AT A RIGHT ANGLE WITH THE WEST LINE OF SAID NORTHWEST QUARTER (said point also being the point of beginning of this description); THENCE N 00° 14' 50" W ALONG SAID EAST RIGHT OF WAY LINE AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER, 394.3 FEET TO THE SOUTHWEST CORNER OF THE PROPERTY CONVEYED BY DOCUMENT NUMBER 26505320; THENCE N 89° 45' 10" E AND AT A RIGHT ANGLE TO THE LAST DESCRIBED COURSE AND ALONG THE SOUTH LINE OF SAID PROPERTY CONVEYED BY DOCUMENT NUMBER 26505320, 230.00 FEET TO THE SOUTHEAST CORNER OF SAID DOCUMENT 26505320; THENCE N 00° 14' 50" W AND PARALLEL WITH SAID WEST LINE OF SAID SOUTHWEST QUARTER AND ALONG THE EAST LINE OF PROPERTY IN SAID DOCUMENT 26505320, 199.89 FEET TO THE SOUTH LINE OF RELOCATED HASSELL ROAD, AS DEDICATED BY DOCUMENT NUMBER 21323708; THENCE SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE OF RELOCATED HASSELL ROAD AND ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 580.00 FEET AND BEING CONCAVE TO THE SOUTHWEST, AN ARC DISTANCE OF 345.52 FEET WITH A CHORD DISTANCE OF 340.43 FEET AND A BEARING OF S 72° 04' 00" E TO A POINT OF TANGENCY ON THE SOUTH LINE OF SAID RELOCATED HASSELL ROAD; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, S 55° 00' 00" E, 348.76 FEET TO A POINT OF CURVATURE; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE AND ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 950.00 FEET AND BEING CONCAVE TO THE NORTHEAST, AN ARC DISTANCE OF 490.33 FEET WITH A CHORD DISTANCE OF 484.91 FEET AND A BEARING OF S 69° 47' 11" E TO A POINT OF INTERSECTION WITH SAID COMMON SECTION LINE; THENCE N 84° 34' 20" E ALONG SAID COMMON SECTION LINE, 232.43 FEET TO THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER (said point also being the Northwest corner of the property conveyed by Document Number 24563360); THENCE S 00° 08' 48" W ALONG THE EAST LINE OF SAID NORTHWEST QUARTER AND THE WEST LINE OF SAID PROPERTY CONVEYED IN DOCUMENT NUMBER 24563360, 1040.76 FEET TO A POINT 225.00 FEET NORTH OF THE NORTHERLY LINE OF THE 240 FOOT RIGHT OF WAY LINE OF RELOCATED ROUTE 72 (HIGGINS ROAD), SAID POINT ALSO BEING THE NORTHERLY MOST CORNER OF THE PROPERTY CONVEYED BY DOCUMENT NUMBER 26081141; THENCE SOUTHWESTERLY ALONG THE WESTERLY MOST LINE OF SAID PROPERTY AS CONVEYED IN DOCUMENT NUMBER 26081141, SAID LINE BEARING S 27° 57' 41"

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W, 197.47 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SAID ROUTE 72, AN ARC DISTANCE OF 105.00 FEET AND NORTHWESTERLY (as measured along said Northerly right of way line) FROM SAID EAST LINE OF THE NORTHWEST QUARTER; THENCE NORTHWESTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE, A CURVE TO THE RIGHT HAVING A RADIUS OF 9728.18 FEET AND BEING CONCAVE TO THE NORTHEAST, AN ARC DISTANCE OF 1319.34 FEET WITH A CHORD DISTANCE OF 1318.33 FEET AND BEARING N 57° 00' 25" W TO THE SOUTHEAST CORNER OF THE PROPERTY CONVEYED IN DOCUMENT NUMBER 22574852; THENCE NORTHEASTERLY ALONG THE EASTERLY LINE OF THE PROPERTY CONVEYED BY SAID DOCUMENT NUMBER 22574852 TO A POINT ON SAID COMMON SECTION LINE, 509.01 FEET EAST OF SAID COMMON SECTION CORNER (said Easterly line bearing N 18° 43' 33" E, 418.07 feet to said point); THENCE S 84° 34' 20" W ALONG THE SAID COMMON SECTION LINE, 458.80 FEET MORE OR LESS TO THE POINT OF BEGINNING. ALL IN COOK COUNTY, ILLINOIS.

Excepting therefrom those parcels of real estate described as follows:

NORTHWEST CORPORATE CENTRE UNIT ONE, BEING A SUBDIVISION OF PART OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 7 AND PART OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 6, ALL IN TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS

and

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 6, AND THAT PART OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 7, BOTH BEING IN TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE EAST ALONG THE SOUTH LINE OF SAID SECTION 6, NORTH 89 DEGREES 34 MINUTES 20 SECONDS EAST, 50.21 FEET TO THE EASTERLY RIGHT OF WAY LINE OF BARRINGTON ROAD (SAID POINT BEING 50 FEET EAST AND AT A RIGHT ANGLE TO THE WEST LINE OF SAID SOUTHWEST 1/4); THENCE NORTH 00 DEGREES 14 MINUTES 50 SECONDS WEST ALONG SAID EASTERLY RIGHT OF WAY LINE OF BARRINGTON ROAD, 213.30 FEET TO THE SOUTHWEST CORNER OF HOFFMAN NORTHWEST SUBDIVISION AND ALSO THE PLACE OF BEGINNING OF THE DESCRIPTION; THENCE NORTH 89 DEGREES 45 MINUTES 10 SECONDS EAST, 356.89 FEET; THENCE SOUTH 55 DEGREES 00 MINUTES 00 SECONDS EAST, 621.41 FEET TO THE NORTHWEST CORNER OF LOT 2 OF NORTHWEST CORPORATE CENTRE UNIT 1, THENCE SOUTH 35 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 2, 489.21 FEET TO A POINT ON THE NORTHERLY 240 FOOT RIGHT OF WAY LINE OF RELOCATED ROUTE 72 (HIGGINS ROAD) AND BEING A CURVE HAVING A RADIUS OF 9728.18 FEET; THENCE NORTHWESTERLY ON SAID NORTHERLY RIGHT OF WAY LINE ALONG A CURVE TO THE RIGHT, AN ARC DISTANCE OF 451.83 FEET, WITH A CHORD OF 451.78 FEET AND A CHORD BEARING OF NORTH 53 DEGREES 41 MINUTES 47 SECONDS WEST, TO A POINT OF TANGENCY; THENCE NORTH 52 DEGREES 21 MINUTES 57 SECONDS WEST, TANGENT, 1.66 FEET ALONG SAID NORTHERLY RIGHT OF WAY LINE TO THE SOUTHWEST CORNER OF DOCUMENT 22574852 THENCE NORTH 00 DEGREES 14 MINUTES 30 SECONDS WEST ALONG THE WEST LINE OF DOCUMENT 22574852

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AND SAID LINE BEING PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4 (294.52 FEET DEED) 294.53 FEET MEASURED, TO A POINT OF INTERSECTION WITH THE EAST AND WEST COMMON SECTION LINE; THENCE NORTH 05 DEGREES 25 MINUTES 40 SECONDS WEST AND AT A RIGHT ANGLE TO SAID COMMON SECTION LINE, 33.00 FEET; THENCE NORTH 00 DEGREES 14 MINUTES 50 SECONDS WEST, 127.68 FEET; THENCE SOUTH 89 DEGREES 45 MINUTES 10 SECONDS WEST, 214.86 FEET MORE OR LESS TO THE AFORESAID EASTERLY RIGHT OF WAY LINE OF BARRINGTON ROAD; THENCE NORTH 00 DEGREES 14 MINUTES 50 SECONDS WEST ALONG SAID RIGHT OF WAY LINE, 33.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

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EXHIBIT "D"

(Legal Description for  
Restaurant Parcel)

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OR SAID SECTION 6; THENCE EAST ALONG THE SOUTH LINE OF SAID SECTION 6,  $N84^{\circ} 34' 20''E$ , 50.21 FEET TO THE EASTERLY RIGHT OF WAY LINE OF BARRINGTON ROAD (said point being 50 feet East and at a right angle to the West line of said Southwest Quarter, and also the Point of Beginning of this description); THENCE  $N00^{\circ} 14' 50''W$  ALONG THE SAID EASTERLY RIGHT OF WAY LINE OF BARRINGTON ROAD 180.30 FEET; THENCE  $N89^{\circ} 45' 10''E$ , 214.86 FEET; THENCE  $S00^{\circ} 14' 50''E$ , 127.68 FEET; THENCE  $S05^{\circ} 25' 40''E$ , 33.00 FEET TO A POINT 218.74 FEET MORE OR LESS FROM THE POINT OF BEGINNING; THENCE  $S84^{\circ} 34' 20''W$  ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER 218.74 FEET MORE OF LESS TO THE POINT OF BEGINNING. ALL IN COOK COUNTY, ILLINOIS.

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EXHIBIT "E"

(Legal Description for  
First State Bank & Trust Co. of Hanover Park,  
as Trustee under Trust Agreement dated  
July 11, 1985, and known as Trust Number 2500)

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 6, AND THAT PART OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 7, BOTH BEING IN TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE EAST ALONG THE SOUTH LINE OF SAID SECTION 6, NORTH 89 DEGREES 34 MINUTES 20 SECONDS EAST, 50.21 FEET TO THE EASTERLY RIGHT OF WAY LINE OF BARRINGTON ROAD (SAID POINT BEING 50 FEET EAST AND AT A RIGHT ANGLE TO THE WEST LINE OF SAID SOUTHWEST 1/4); THENCE NORTH 00 DEGREES 14 MINUTES 50 SECONDS WEST ALONG SAID EASTERLY RIGHT OF WAY LINE OF BARRINGTON ROAD, 213.30 FEET TO THE SOUTHWEST CORNER OF HOFFMAN NORTHWEST SUBDIVISION AND ALSO THE PLACE OF BEGINNING OF THE DESCRIPTION; THENCE NORTH 89 DEGREES 45 MINUTES 10 SECONDS EAST, 356.89 FEET; THENCE SOUTH 55 DEGREES 00 MINUTES 00 SECONDS EAST, 621.41 FEET TO THE NORTHWEST CORNER OF LOT 2 OF NORTHWEST CORPORATE CENTRE UNIT 1, THENCE SOUTH 35 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 2, 489.21 FEET TO A POINT ON THE NORTHERLY 240 FOOT RIGHT OF WAY LINE OF RELOCATED ROUTE 72 (HIGGINS ROAD) AND BEING A CURVE HAVING A RADIUS OF 9728.18 FEET; THENCE NORTHWESTERLY ON SAID NORTHERLY RIGHT OF WAY LINE ALONG A CURVE TO THE RIGHT, AN ARC DISTANCE OF 451.83 FEET, WITH A CHORD OF 451.78 FEET AND A CHORD BEARING OF NORTH 53 DEGREES 41 MINUTES 47 SECONDS WEST, TO A POINT OF TANGENCY; THENCE NORTH 52 DEGREES 21 MINUTES 57 SECONDS WEST, TANGENT, 1.66 FEET ALONG SAID NORTHERLY RIGHT OF WAY LINE TO THE SOUTHWEST CORNER OF DOCUMENT 22574852 THENCE NORTH 00 DEGREES 14 MINUTES 30 SECONDS WEST ALONG THE WEST LINE OF DOCUMENT 22574852 AND SAID LINE BEING PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4 (294.52 FEET DEED) 294.53 FEET MEASURED, TO A POINT OF INTERSECTION WITH THE EAST AND WEST COMMON SECTION LINE; THENCE NORTH 05 DEGREES 25 MINUTES 40 SECONDS WEST AND AT A RIGHT ANGLE TO SAID COMMON SECTION LINE, 33.00 FEET; THENCE NORTH 00 DEGREES 14 MINUTES 50 SECONDS WEST, 127.68 FEET; THENCE SOUTH 89 DEGREES 45 MINUTES 10 SECONDS WEST, 214.86 FEET MORE OR LESS TO THE AFORESAID EASTERLY RIGHT OF WAY LINE OF BARRINGTON ROAD; THENCE NORTH 00 DEGREES 14 MINUTES 50 SECONDS WEST ALONG SAID RIGHT OF WAY LINE, 33.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

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EXHIBIT "F"

(Hoffman Parcel)

LOT 1 IN HOFFMAN NORTHWEST SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED AS DOCUMENT NO. 27422589, IN COOK COUNTY, ILLINOIS.

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EXHIBIT "G"

(Legal Description for  
Out Lot Parcel)

THAT PART OF LOT 1 IN HOFFMAN NORTHWEST SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED AS DOCUMENT NUMBER 27422589 DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1, THENCE N 89° 45' 10" E ALONG THE SOUTH LINE OF SAID LOT, 230.00 FEET; THENCE N 00° 14' 50" W, 181.00 FEET; THENCE S 89° 45' 10" W, 230.00 FEET; THENCE S 00° 14' 50" E, 181.00 FEET TO THE PLACE OF BEGINNING. ALL IN COOK COUNTY, ILLINOIS.

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EXHIBIT "H"

(Marchis Engineering Drawing  
Sheet No. 4 of Job No. 83-035)

86227007

**GUARANTY NATIONAL TITLE COMPANY**  
A COMMERCIAL AGENT FOR  
**FIDELITY NATIONAL TITLE INSURANCE COMPANY OF NEW YORK**  
  
COMMITMENT FOR TITLE INSURANCE

FILE NUMBER : 04-0017

**SCHEDULE A**

1. Effective Date: Amount
2. Policy (or Policies) to be issued:
- (a) Owner's Policy ( Form B - 1992 )  
Proposed Insured:
- (b) Loan Policy ( 1992 )  
Proposed Insured:  
**GUARDIAN LIFE, ITS SUCCESSORS AND/OR ASSIGNS AS THEY MAY APPEAR**
3. The estate or interest in the land described or referred to in the Commitment and covered herein is Fee Simple and is at the effective dated hereof vested in:  
CHARTER BANK & TRUST CO., NA, U/T/A 2500 DTD 7-11-85 PCL 1-3 and II  
CHARTER BANK & TRUST CO., NA U/T/A 2503 DTD 6-6-86 PCL 4-6 and III  
CHARTER BANK & TRUST CO., NA U/T/A 2501 DTD 1-15-97 PCL 7-8 and I  
CHARTER BANK & TRUST CO., U/T/A 2502 DTD 6-1-94 PCL 9 TECH
4. The land referred to in this Commitment is situated in the County of COOK, State of ILLINOIS, and is described as follows:

COUNTERSIGNED:



Authorized Officer or Agent

Valid Only If Schedule B and Cover Are Attached

PLEASE REFER INQUIRIES TO GUARANTY NATIONAL TITLE COMPANY (312) 808-2700

GUARANTY NATIONAL TITLE COMPANY  
A COMMERCIAL AGENT FOR  
FIDELITY NATIONAL TITLE INSURANCE COMPANY OF NEW YORK

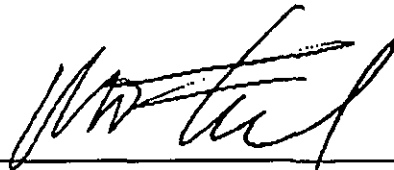
COMMITMENT FOR TITLE INSURANCE

FILE NUMBER : 04-0017

SCHEDULE A

1. Effective Date: Amount
  
2. Policy (or Policies) to be issued:
  - (a) Owner's Policy ( Form B - 1992 )  
Proposed Insured:
  
  - (b) Loan Policy ( 1992 )  
Proposed Insured:  
GUARDIAN LIFE, ITS SUCCESSORS AND/OR ASSIGNS AS THEY MAY  
APPEAR
  
3. The estate or interest in the land described or referred to in the Commitment and covered herein is Fee Simple and is at the effective dated hereof vested in:  
CHARTER BANK & TRUST CO., NA, U/T/A 2500 DTD 7-11-85 PCL 1-3 and  
CHARTER BANK & TRUST CO., NA U/T/A 2503 DTD 6-6-86 PCL 4-6 and  
CHARTER BANK & TRUST CO., NA U/T/A 2501 DTD 1-15-97 PCL 7-8 and  
CHARTER BANK & TRUST CO., U/T/A 2502 DTD 6-1-94 PCL 9
  
4. The land referred to in this Commitment is situated in the County of COOK, State of ILLINOIS, and is described as follows:

COUNTERSIGNED:



Authorized Officer or Agent

Valid Only If Schedule B and Cover Are Attached

PLEASE REFER INQUIRIES TO GUARANTY NATIONAL TITLE COMPANY (312) 609-2700

FILE NUMBER: 04-0017

**SCHEDULE A CONTINUED  
PROPERTY DESCRIPTION**

The land referred to in this Commitment is described as follows:

**PARCEL 1:**  
LOT 1 IN NORTHWEST CORPORATE CENTRE UNIT II BEING A PART OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 7, IN TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD DOCUMENT NUMBER 86228827, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**  
EASEMENTS FOR THE BENEFIT OF PARCEL 1, FOR PARKING AND INGRESS AND EGRESS AS SHOWN ON AND CREATED BY INSTRUMENT RECORDED AS DOCUMENT NUMBER 86-227007.

**PARCEL 3:**  
EASEMENTS FOR THE BENEFIT OF PARCEL 1, WITH RESPECT TO VEHICULAR INGRESS AND EGRESS AND VEHICULAR PARKING; INSTALLATION, MAINTAINING, REPAIRING AND REPLACING STORM SEWER LINE; PLACING, CONSTRUCTING, MAINTAINING, REBUILDING AND REMOVING A SIGN; AND THE CONSTRUCTION, MAINTAINING, REBUILDING AND REMOVING A RETAINING WALL, AS SET FORTH IN DOCUMENT 86-27006.

**PARCEL 4:**  
LOT 1 IN NORTHWEST CORPORATE CENTRE UNIT III, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 6 AND PART OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 7, IN TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 18, 1986 AS DOCUMENT NUMBER 66251398, IN COOK COUNTY, ILLINOIS.

**PARCEL 5:**  
EASEMENTS FOR THE BENEFIT OF PARCEL 4 FOR PARKING AND INGRESS AND EGRESS AS SHOWN ON AND CREATED BY INSTRUMENT RECORDED AS DOCUMENT NO. 86227007.

**PARCEL 6:**  
EASEMENT FOR THE BENEFIT OF PARCEL 4 WITH RESPECT TO VEHICULAR INGRESS AND EGRESS AND VEHICULAR PARKING; INSTALLATION, MAINTAINING, REPAIRING AND REPLACING AND CONNECTING TO STORM SEWER LINES; AND PLACING, CONSTRUCTING, MAINTAINING, REBUILDING AND REMOVING A SIGN; AS SET FORTH IN DOCUMENT NO. 86227006.

**PARCEL 7:**  
LOT 2 IN NORTHWEST CORPORATE CENTRE UNIT ONE BEING A SUBDIVISION OF PART OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 7 AND PART OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 6, ALL IN TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 27352826, IN COOK COUNTY, ILLINOIS.

**PARCEL 8:**  
EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS ON AND OVER THE ROADWAYS LOCATED IN THE NORTHWEST CORPORATE CENTRE AND FOR VEHICULAR PARKING IN THE PARKING SPACES LOCATED IN THE

ALTA Commitment  
Schedule C

(04-0017.PFD/04-0017/33)

Guaranty National Title Company

Commitment Number: 04-0017

**SCHEDULE C**  
(Continued)

NORTHWEST CORPORATE CENTRE AS CREATED BY GRANT CONTAINED IN AGREEMENT FOR EASEMENT DATED MAY 13, 1986 AND RECORDED JUNE 5, 1986 AS DOCUMENT NO. 86227007.

PARCEL 9:  
LOT 1 IN NORTHWEST CORPORATE CENTER UNIT ONE, BEING A SUBDIVISION OF PART OF THE NORWEST FRACTIONAL QUARTER OF SECTION 7 AND PART OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 6, ALL IN TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED ON NOVEMBER 28, 1984 AS DOCUMENT NUMBER 27352826.

ALTA Commitment  
Schedule C

(04-0017.PFD/04-0017/33)



FILE NUMBER : 04-0017

### SCHEDULE B

The following are the requirements to be complied with:

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the company:

1. **Rights or claims of parties other than insured in actual possession of any or all of the property.**
2. **Unrecorded easements, discrepancies or conflicts in boundary lines, shortage in area and encroachments which an accurate and complete survey will disclose.**
3. **Unfiled mechanics' or materialmen's liens.**
4. **Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date hereof, but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.**

Note: Standard exceptions 1 through 3 will be deleted on all owner's policies covering a completed single family dwelling, including a condominium unit, or apartment building containing no more than four units providing that the following documentation is furnished:

- (a) A survey, if available, should be furnished for examination and a copy left for our files. If a survey is not available, a statement by the sellers to this effect should be furnished. No survey is required for a condominium unit.
- (b) Alta loan and extended coverage owner's policy statement executed by all parties holding title to the land during the six month preceding the date of this policy.
- (c) Satisfactory evidence of the payment in full of the cost of furnishing services, labor, and materials in connection with any improvements on the land within six months of the date of the policy. The evidence should consist of sworn contractor's affidavits together with all waiver's of lien.

Adverse rights disclosed by the above documentation will be shown specifically.

FILE NUMBER : 04-0017

**SCHEDULE B**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the company:

5. GENERAL REAL ESTATE TAXES FOR THE YEAR(S) 2002, 2003 AND SUBSEQUENT YEARS.  
PERMANENT TAX INDEX NUMBER 07-06-101-012 (4); 07-07-100-020 (PARCEL 1); 07-07-100-016 (PARCEL 7); 07-07-100-015 (PARCEL 9).  
  
THE FIRST INSTALLMENT OF THE 2002 TAXES IS \$226,284.78 (012); \$251,121.99 (020); \$218, 267.83 (016) AND IS PAID.  
  
THE SECOND INSTALLMENT OF THE 2002 TAXES IS \$193,922.00 (012); \$75,172.77 (015); \$171,894.14 (016); AND \$25,794.26 (020) AND IS PAID.
  
6. MORTGAGE RECORDED AUGUST 30, 1985 AS DOCUMENT 85169329 MADE BY FIRST STATE BANK AND TRUST CO. OF HANOVER PARK, AS TRUSTEE UNDER TRUST NO. 2500 TO FIRST INTERSTATE MORTGAGE COMPANY OF ILLINOIS TO SECURE AN INDEBTEDNESS IN THE AMOUNT OF \$5,900,000.00.  
  
ASSIGNMENT OF RENTS AND LEASES RECORDED AS DOCUMENT 85169330.  
  
WE FIND NO RELEASE OF RECORD.  
  
AFFECTS PARCELS 1-6.
  
7. MORTGAGE RECORDED JUNE 23, 1986 AS DOCUMENT 86255565 MADE BY FIRST STATE BANK AND TRUST COMPANY OF HANOVER PARK, AS TRUSTEE UNDER TRUST NUMBERS 2500 AND 2503 TO AETNA CASUALTY AND SURETY COMPANY TO SECURE AN INDEBTEDNESS IN THE AMOUNT OF \$7,200,000.00.  
  
LOAN MODIFICATION AGREEMENT RECORDED AS DOCUMENT 946788209 MADE BETWEEN MOSER FAMILY PARTNERSHIP AND GEORGE A. MOSER, GEORGE MICHAEL MOSER AND JAMES EDWARD MOSER.  
  
ASSIGNMENT OF NOTES AND LIENS RECORDED AS DOCUMENT 94678819 FROM AETNA CASUALTY AND SURETY COMPANY TO MOSER FAMILY PARTNERSHIP.  
  
ASSIGNMENT OF NOTES AND LIENS RECORDED AS DOCUMENT 94678821 AND RERECORDED AS DOCUMENT 94923648 FROM MOSER FAMILY PARTNERSHIP TO LASALLE NATIONAL BANK.  
  
AFFECTS PARCELS 1-6.
  
8. MORTGAGE RECORDED JANUARY 19, 1995 AS DOCUMENT 95044221 MADE BY CHARTER BANK AND TRUST COMPANY, N.A. AS TRUSTEE UNDER TRUST NUMBERS 2500 AND 2503 TO AID ASSOCIATION FOR LUTHERANS TO SECURE AN INDEBTEDNESS IN THE AMOUNT OF \$12,400,000.00.  
  
ASSIGNMENT OF RENTS AND LEASES RECORDED AS DOCUMENT 95044222.

FILE NUMBER: 04-0017

**SCHEDULE B CONTINUED**

**EXCEPTIONS**

(Continued)

AFFECTS PARCELS 1-6.

9. PROCEEDINGS PENDING IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS AS CASE NUMBER 02L-51382 FILED NOVEMBER 14, 2002 BY DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS AGAINST CHARTER NATIONAL BANK AS TRUSTEE UNDER TRUST NO. 2500, ET AL FOR CONDEMNATION.

NOTE: A COMPLETE EXAMINATION OF SAID PROCEEDINGS HAS NOT BEEN MADE.

(AFFECTS PART OF PARCEL 1)

AFFECTS PARCELS 1-6.

10. 10 FOOT WATER MAIN AND SANITARY SEWER SYSTEM EASEMENTS OVER AND UPON VARIOUS PARTS OF THE LAND AS SHOWN ON PLAT OF NORTHWEST CORPORATE CENTER UNIT II RECORDED AS DOCUMENT 86228827.

AFFECTS PARCELS 1-6.

11. 10 FOOT WATER MAIN AND SANITARY SEWER SYSTEM EASEMENTS OVER AND UPON VARIOUS PARTS OF THE LAND AS SHOWN ON PLAT OF NORTHWEST CORPORATE CENTER UNIT III RECORDED AS DOCUMENT 86251398.

AFFECTS PARCELS 1-6.

12. EASEMENTS FOR PUBLIC UTILITIES OVER AND UPON VARIOUS PARTS OF THE LAND AS SHOWN ON PLAT OF NORTHWEST CORPORATE CENTRE UNIT II RECORDED AS DOCUMENT 86228827.

AFFECTS PARCELS 1-6.

13. EASEMENTS FOR PUBLIC UTILITIES OVER AND UPON VARIOUS PARTS OF THE LAND AS SHOWN ON PLAT OF NORTHWEST CORPORATE CENTER UNIT III RECORDED AS DOCUMENT 86251398.

AFFECTS PARCELS 1-6.

14. EASEMENT FOR SANITARY SEWERS AND WATER MAINS CREATED BY GRANT TO VILLAGE OF HOFFMAN ESTATES RECORDED AS DOCUMENT 22299743.  
(MAY AFFECT VACATED HASSELL ROAD.)

AFFECTS PARCELS 1-6.

15. UTILITY EASEMENT GRANT AND DEDICATION RECORDED AS DOCUMENT 26888375 TO VILLAGE

FILE NUMBER: 04-0017

**SCHEDULE B CONTINUED**

**EXCEPTIONS**

(Continued)

OF HOFFMAN ESTATES TO OPERATE WATER MAIN AND UTILITY SERVICE AS SHOWN ON PLAT OF SURVEY MADE BY MURAY AND MOODY DATED AUGUST 16, 1983.

AFFECTS PARCELS 1-6.

16. GRANT OF EASEMENT TO NORTHERN ILLINOIS GAS COMPANY RECORDED AS DOCUMENT 85246972 FOR LAYING AND MAINTAINING GAS MAINS AS SHOWN ON PLAT ATTACHED THERETO.

AFFECTS PARCELS 1-6.

17. GRANT OF EASEMENT TO COMMONWEALTH EDISON COMPANY AND ILLINOIS BELL TELEPHONE COMPANY RECORDED AS DOCUMENT 87462008 TO INSTALL AND MAINTAIN EQUIPMENT FOR ELECTRICAL AND TELEPHONE SERVICE AS SHOWN ON PLAT ATTACHED THERETO.

AFFECTS PARCELS 1-6.

18. (A) TERMS, PROVISIONS AND CONDITIONS RELATING TO THE EASEMENTS DESCRIBED AS PARCELS 2, 3, 5, 6 AND 8 CONTAINED IN THE INSTRUMENTS CREATING SAID EASEMENTS.

AFFECTS PARCELS 1-6.

19. EXISTING UNRECORDED LEASES, IF ANY.

20. MORTGAGE DATED MARCH 24, 2003 AND RECORDED MARCH 26, 2003 AS DOCUMENT 0030406932 MADE BY CHARTER BANK TRUST NO. 2500 AND 2503 TO LASALLE BANK NATIONAL ASSOCIATION TO SECURE AN INDEBTEDNESS OF \$12,200,000.00.

AFFECTS PARCELS 1-6.

21. ASSIGNMENT OF RENTS DATED MARCH 24, 2003 AND RECORDED MARCH 26, 2003 AS DOCUMENT 0030406933 TO LASALLE BANK NATIONAL ASSOCIATION.

AFFECTS PARCELS 1-6.

22. PROCEEDINGS PENDING IN CASE NO. 03CH752, CIRCUIT COURT OF COOK COUNTY, ON A COMPLAINT FILED BY THRIVENT FINANCIAL FOR LUTHERANS AGAINST MOSER, ET AL FOR MORTGAGE FORECLOSURE .

AFFECTS PARCELS 1-6.

23. BUILDING SETBACK LINE OF 20 FEET (FROM THE SOUTHWEST LOT LINE) AS SHOWN ON THE

FILE NUMBER: 04-0017

**SCHEDULE B CONTINUED**

**EXCEPTIONS**

(Continued)

PLAT OF SUBDIVISION.

(AFFECTS PARCELS 7 AND 8)

24. MORTGAGE DATED NOVEMBER 10, 2003 AND RECORDED NOVEMBER 13, 2003 AS DOCUMENT 0331739080 MADE BY CHARTER TRUST #2501 TO LASALLE BANK NATIONAL ASSOCIATION TO SECURE AN INDEBTEDNESS OF \$5,948,000.00.  
(AFFECTS PARCELS 7 AND 8).
25. ASSIGNMENT OF RENTS DATED NOVEMBER 10, 2003 AND RECORDED NOVEMBER 13, 2003 AS DOCUMENT 0331739081 TO LASALLE BANK NATIONAL ASSOCIATION.  
(AFFECTS PARCELS 7 AND 8).
26. EASEMENTS FOR PUBLIC UTILITIES AS SHOWN ON PLAT RECORDED AS DOCUMENT 27352826.  
(AFFECTS PARCELS 7 AND 8).
27. TERMS, PROVISIONS AND CONDITIONS RELATING TO THE EASEMENT(S) DESCRIBED IN SCHEDULE A CONTAINED IN THE INSTRUMENT CREATING SAID EASEMENT(S).
28. RIGHTS OF OWNERS OF ADJOINING LAND TO THE CONCURRENT USE OF SAID EASEMENTS.
29. LETTER FROM DEPARTMENT OF TRANSPORTATION RECORDED AS DOCUMENT 27352826, REGARDING FLOOD RISK.  
(AFFECTS PARCELS 7 AND 8).
30. MORTGAGE DATED JUNE 28, 2002 AND RECORDED JUNE 28, 2002 AS DOCUMENT 0020721599 MADE BY CHARTER BANK & TRUST COMPANY UNDER TRUST AGREEMENT 2502 DATED 6-1-94 TO LASALLE BANK, NA TO SECURE AN INDEBTEDNESS OF \$4,000,000.00.  
MODIFICATION OF THE TERMS OF SAID MORTGAGE OR TRUST DEED BY INSTRUMENT RECORDED AS DOCUMENT 0324633104, INCREASING INDEBTEDNESS TO \$4,129,550.00.  
(AFFECTS PARCEL 9).
31. BUILDING LINE 30 FEET ON THE NORTHERLY LINE OF THE LAND AS SHOWN ON THE PLAT OF SUBDIVISION.

FILE NUMBER: 04-0017

**SCHEDULE B CONTINUED**

**EXCEPTIONS**

(Continued)

(AFFECTS PARCEL 9).

32. EASEMENT IN FAVOR OF NORTHERN ILLINOIS GAS, FOR THE INSTALLATION, MAINTENANCE, REPAIR, RELOCATION, REMOVAL AND RENEWAL OF GAS MAINS GRANTED BY DOCUMENT 27321549 AND RECORDED ON NOVEMBER 2, 1984, AND THE TERMS AND CONDITIONS THEREOF.

(AFFECTS PARCEL 9).

33. EASEMENT IN FAVOR OF NORTHERN ILLINOIS GAS, FOR THE INSTALLATION, MAINTENANCE, REPAIR, RELOCATION, REMOVAL AND RENEWAL OF GAS MAINS GRANTED BY DOCUMENT 27321550 AND RECORDED ON NOVEMBER 2, 1984, AND THE TERMS AND CONDITIONS THEREOF.

(AFFECTS PARCEL 9).

34. AGREEMENT FOR EASEMENT MADE MAY 13, 1986, BY AND BETWEEN HARRIS TRUST AND SAVINGS BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 10, 1984, AND KNOWN AS TRUST NUMBER 42711, HARRIS TRUST AND SAVINGS BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 2, 1984, AND KNOWN AS TRUST NUMBER 42776, AND OTHERS, RECORDED JUNE 5, 1986 AS DOCUMENT NO. 86227007.

(AFFECTS PARCEL 9).

35. GRANT OF EASEMENT TO THE ILLINOIS BELL TELEPHONE COMPANY AND COMMONWEALTH EDISON COMPANY OVER THE LAND AS SHOWN ON THE EXHIBITS ATTACHED TO DOCUMENT NO. 85001226.

(AFFECTS PARCEL 9).

36. EXISTING UNRECORDED LEASES IF ANY AND RIGHTS OF PARTIES IN POSSESSION UNDER SUCH UNRECORDED LEASES.

37. EASEMENT IN FAVOR OF THE COMMONWEALTH EDISON COMPANY AND THE ILLINOIS BELL TELEPHONE COMPANY, AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSINGS, TO INSTALL, OPRATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE PLAT RECORDED/FILDED AS DOCUMENT NO. 27352826, AS SHOWN ON PLAT OF THE LAND.

38. 10 FOOT WATERMAIN EASEMENT AS SHOWN ON PLAT OF NORTHWEST CORPORATE CENTER UNIT ONE RECORDED NOVEMBER 28, 1984 AS DOCUMENT 27352826 OVER THE NORTHWESTERLY AND SOUTHEASTERLY LINE, ALSO OVER THE NORTHERLY PORTION.

ALTA Commitment  
Schedule B - Section II  
(10/6/82)

(04-0017.PFD/04-0017/33)

FILE NUMBER: 04-0017

**SCHEDULE B CONTINUED**

**EXCEPTIONS**

(Continued)

39. 10 FOOT SANITARY EASEMENT AS DEPICTED ON PLAT OF NORTHWEST CORPORATE CENTER UNIT ONE RECORDED NOVEMBER 28, 1984 AS DOCUMENT 27352826.
40. 5 FOOT (PRIVATE) PEDESTRIAL UTILITY AND MAINTENANCE EASEMENT OVER THE SOUTHEASTERLY LINE AS SHOWN ON PLAT OF NORTHWEST CORPORATE CENTER UNIT ONE RECORDED NOVEMBER 28, 1984 AS DOCUMENT 27352826.
41. 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.
42. PROCEEDINGS PENDING IN CIRCUIT COURT AS CASE 02CH10931 FILED JUNE 11, 2002 BY BANC OF AMERICA AUTO FINANCE CORP AGAINST STONEGATE PROPERTIES, B & F TECHNICAL CODE SERVICES INC., FOR MONEY JUDGMENT, 5 YEAR LEASE DATED JUNE 4, 1997 AND TRESPASSING.

NOTE: A COMPLETE EXAMINATION OF SAID PROCEEDINGS HAS NOT BEEN MADE.

43. UNLESS THE COMPANY IS FURNISHED WITH AN AFFIDAVIT FROM THE OWNER OF THE PREMISES ATTESTING TO THE FACT THAT THERE IS NO PROPERTY MANAGER EMPLOYED TO MANAGE THE LAND BEING INSURED, OR IF SUCH AFFIDAVIT ATTESTS TO PROFESSIONAL MANAGEMENT, UNLESS THE COMPANY IS FURNISHED, IN ADDITION TO THE AFORESAID AFFIDAVIT, A FINAL LIEN WAIVER FROM THE PROPERTY MANAGER(S) ACTING IN BEHALF OF THE OWNER, THE FOLLOWING EXCEPTION WILL APPEAR ON ANY POLICY INSURING THE LAND.

"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 IN FAVOR OF A PROPERTY MANAGER."

44. RIGHTS OF ADJOINING OWNERS TO CONCURRENT USE OF EASEMENTS INSURED ON SCHEDULE A.

STANDARDIZATION OF FORMS LEGISLATION  
HB 854, PUBLIC ACT 87-1197, EFFECTIVE JANUARY 1, 1995

ILLINOIS COMPILED STATUTES  
CHAP. 55 COUNTIES (DIVISION 3-5. RECORDER) 5/3-5018 FEES

THIS LEGISLATION APPLIES TO ALL COUNTIES IN THE STATE OF ILLINOIS

THE RECORDER SHALL CHARGE AN ADDITIONAL FEES, IN AN AMOUNT EQUAL TO THE FEE OTHERWISE PROVIDED BY LAW, FOR RECORDING A DOCUMENT (OTHER THAN A DOCUMENT FILED UNDER THE PLAT ACT) THAT DOES NOT CONFORM TO THE FOLLOWING STANDARDS;

- (1) THE DOCUMENT SHALL CONSIST OF ONE OR MORE INDIVIDUAL SHEETS MEASURING 8.5 INCHES BY 11 INCHES, NOT PERMANENTLY BOUND AND NOT A CONTINUOUS FORM.
- (2) THE DOCUMENT SHALL BE PRINTED IN BLACK INK, TYPEWRITTEN OR COMPUTER GENERATED, IN AT LEAST 10-POINT TYPE.
- (3) THE DOCUMENT SHALL BE ON WHITE PAPER OF NOT LESS THAN 20-POUND WEIGHT AND SHALL HAVE A CLEAN MARGIN OF AT LEAST ONE-HALF INCH IN THE TOP, THE BOTTOM, AND EACH SIDE.
- (4) THE FIRST PAGE OF THE DOCUMENT SHALL CONTAIN A BLANK SPACE, MEASURING AT LEAST 3 INCHES BY 5 INCHES, IN THE UPPER RIGHT CORNER. \*\*\*NOTE: THIS SPACE IS FOR THE RECORDERS USE ONLY.\*\*\*
- (5) THE DOCUMENT SHALL NOT HAVE ANY ATTACHMENT STAPLED OR OTHERWISE AFFIXED TO ANY PAGE.

A DOCUMENT THAT DOES NOT CONFORM TO THESE STANDARDS SHALL NOT BE RECORDED EXCEPT UPON PAYMENT OF THE ADDITIONAL FEE REQUIRED UNDER THIS PARAGRAPH.  
THIS PARAGRAPH APPLIES ONLY TO DOCUMENTS DATED AFTER JANUARY 1, 1995.

PLEASE CALL THE RECORDERS OFFICE IN WHICH THE PROPERTY IS LOCATED TO GET THE NEW RECORDING COSTS.



PAYMENT OF LOSS. (a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

Conditions and Stipulations) who insures the insured mortgage as a result of an indemnity, guarantee, other policy of insurance, or bond and the obligor will not be an insured under this policy.

Conditions and stipulations continued and concluded

POLICY OF TITLE INSURANCE ISSUED BY

**STEWART TITLE  
GUARANTY COMPANY**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, STEWART TITLE GUARANTY COMPANY, a Texas corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land;
5. The invalidity or unenforceability of the lien of the insured mortgage upon the title;
6. The priority of any lien or encumbrance over the lien of the insured mortgage;
7. Lack of priority of the lien of the insured mortgage over any statutory lien for services, labor or material:
  - (a) arising from any improvement or work related to the land which is contracted for or commenced prior to Date of Policy; or
  - (b) arising from an improvement or work related to the land which is contracted for or commenced subsequent to Date of Policy and which is financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance;
8. The invalidity or unenforceability of any assignment of the insured mortgage, provided the assignment is shown in Schedule A, or the failure of the assignment shown in Schedule A to vest title to the insured mortgage in the named insured assignee free and clear of all liens.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title or the lien of the insured mortgage, as insured, but only to the extent provided in the Conditions and Stipulations.

In witness whereof, Stewart Title Guaranty Company has caused this policy to be signed and sealed by its duly authorized officers as of Date of Policy shown in Schedule A.

**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

(continued on inside cover)



**STEWART TITLE  
GUARANTY COMPANY**

*Stewart Jones Jr.*  
Chairman of the Board

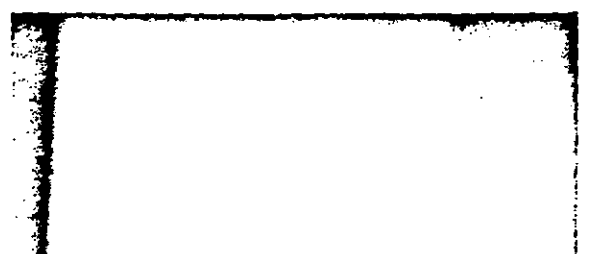
*William S. Morris*  
President

Countersigned by: *David Smith*

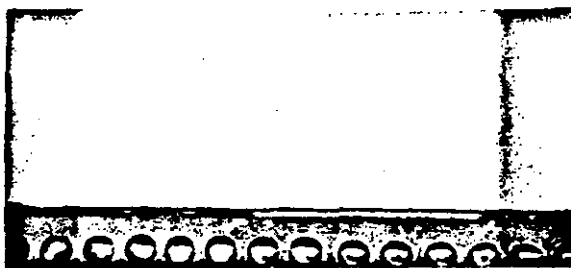
Authorized Signatory

**INTERCOUNTY TITLE COMPANY OF IL**  
Company 120 WEST MADISON STREET

ISSUED ON BEHALF OF STEWART TITLE GUARANTY COMPANY BY:



(continued from front cover)



- for services, labor or material); or
- (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
  5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
  6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
  7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws.

#### CONDITIONS AND STIPULATIONS

##### 1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A. The term "insured" also includes

(i) the owner of the indebtedness secured by the insured mortgage and each successor in ownership of the indebtedness except a successor who is an obligor under the provisions of Section 12(c) of these Conditions and Stipulations (reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor insured, unless the successor acquired the indebtedness as a purchaser for value without knowledge of the asserted defect, lien, encumbrance, adverse claim or other matter insured against by this policy as affecting title to the estate or interest in the land);

(ii) any governmental agency or governmental instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage, or any part thereof, whether named as an insured herein or not;

(iii) the parties designated in Section 2(a) of these Conditions and Stipulations.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located:

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A or the insured mortgage to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

##### 2. CONTINUATION OF INSURANCE.

(a) **After Acquisition of Title.** The coverage of this policy shall continue in force as of Date of Policy in favor of (i) an insured who acquires all or any part of the estate or interest in the land by foreclosure, trustee's sale, conveyance in lieu of foreclosure, or other legal manner which discharges the lien of the insured mortgage; (ii) a transferee of the estate or interest so acquired from an insured corporation, provided the transferee is the parent or wholly owned subsidiary of the insured corporation, and their corporate successors by operation of law and not by purchase, subject to any rights or defenses the Company may have against any predecessor insureds; and (iii) any governmental agency or governmental instrumentality which acquires all or any part of the estate or interest pursuant to a contract of insurance or guaranty insuring or

(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.

3. Defects, liens, encumbrances, adverse claims or other matters:

(a) created, suffered, assumed or agreed to by the insured claimant;

(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;

(c) resulting in no loss or damage to the insured claimant;

(d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien

(b) **After Conveyance of Title.** The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

(c) **Amount of Insurance:** The amount of insurance after the acquisition or after the conveyance shall in neither event exceed the least of:

(i) the Amount of Insurance stated in Schedule A;

(ii) the amount of the principal of the indebtedness secured by the insured mortgage as of Date of Policy, interest thereon, expenses of foreclosure, amounts advanced pursuant to the insured mortgage to assure compliance with laws or to protect the lien of the insured mortgage prior to the time of acquisition of the estate or interest in the land and secured thereby and reasonable amounts expended to prevent deterioration of improvements, but reduced by the amount of all payments made; or

(iii) the amount paid by any governmental agency or governmental instrumentality, if the agency or instrumentality is the insured claimant, in the acquisition of the estate or interest in satisfaction of its insurance contract or guaranty.

##### 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest or the lien of the insured mortgage, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest or the lien of the insured mortgage, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

##### 4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or

A.L.T.A. LENDER'S FORM

SCHEDULE A

Number S1418926

Amount of Policy \$12,400,000.00

Date of Policy: January 20, 1995

1. Name of Insured:

AID ASSOCIATION FOR LUTHERANS.

2. Title to the estate or interest in the land described in this Schedule and which is encumbered by the insured mortgage is:

FEE SIMPLE.

3. Title to the estate or interest referred to herein is at date of Policy vested in:

CHARTER BANK AND TRUST COMPANY, N.A., FORMERLY KNOWN AS FIRST STATE BANK AND TRUST COMPANY OF HANOVER PARK, AS TRUSTEE, UNDER TRUST AGREEMENT DATED JULY 11, 1985 AND KNOWN AS TRUST NO. 2500 AS TO PARCEL 1 AND EASEMENTS AS TO PARCELS 2, 3, 4 AND 5.

AND

CHARTER BANK AND TRUST COMPANY, N.A., FORMERLY KNOWN AS FIRST STATE BANK AND TRUST COMPANY OF HANOVER PARK, AS TRUSTEE, UNDER TRUST AGREEMENT DATED FEBRUARY 6, 1986 AND KNOWN AS TRUST NO. 2503 AS TO PARCEL 6 AND EASEMENTS AS TO PARCELS 7, 8 AND 9.

4. The mortgage, herein referred to as the insured mortgage, and the assignments thereof, if any, are described as follows:

REAL ESTATE MORTGAGE AND SECURITY AGREEMENT DATED JANUARY 16, 1995, AND RECORDED JANUARY 19, 1995, AS DOCUMENT NUMBER 95044221, MADE BY CHARTER BANK AND TRUST COMPANY, N.A., AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 11, 1985, AND KNOWN AS TRUST NUMBER 2500, AND CHARTER BANK AND TRUST COMPANY, N.A., AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 6, 1986, AND KNOWN AS TRUST NUMBER 2503, TO AID ASSOCIATION FOR LUTHERANS, TO SECURE AN INDEBTEDNESS OF \$12,400,000.00

INTERCOUNTY TITLE COMPANY  
OF ILLINOIS  
120 WEST MADISON STREET  
CHICAGO, IL 60602  
(312) 977-2600

Continued

A.L.T.A. LENDER'S FORM

SCHEDULE A

Number S1418926

Page 2

5. The land referred to in this Policy is described as follows:

PARCEL 1: LOT 1 IN NORTHWEST CORPORATE CENTRE UNIT II BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 6, AND PART OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 7, IN TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON JUNE 6, 1986 AS DOCUMENT NO. 86-228827, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENTS FOR THE BENEFIT OF PARCEL 1, FOR PARKING AND INGRESS AND EGRESS AS SHOWN ON CREATED BY INSTRUMENT RECORDED AS DOCUMENT NO. 86-227007.

PARCEL 3: EASEMENTS FOR THE BENEFIT OF PARCEL 1, WITH RESPECT TO VEHICULAR INGRESS AND EGRESS AND VEHICULAR PARKING; INSTALLATION, MAINTAINING, REPAIRING AND REPLACING STORM SEWER LINES; PLACING, CONSTRUCTING, MAINTAINING, REBUILDING AND REMOVING A SIGN; AND THE CONSTRUCTION, MAINTAINING, REBUILDING AND REMOVING A RETAINING WALL, AS SET FORTH IN DOCUMENT NO. 86-227006.

PARCEL 4: EASEMENTS FOR THE BENEFIT OF PARCEL 1, FOR THE INSTALLATION, MAINTAINING, REPAIRING AND REPLACING A WATERMAIN AND SANITARY LINES AS SET FORTH ON THE PLAT OF SUBDIVISION OF NORTHWEST CORPORATE CENTRE, UNIT II.

PARCEL 5: UNRECORDED EASEMENT FOR INSTALLATION, MAINTAINING, REPAIRING AND REPLACING SANITARY LINES FOR THE BENEFIT OF PARCEL 1, OVER, UPON AND UNDER NORTHWEST CORPORATE CENTRE UNITS I AND III, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 6, AND THE NORTHEAST FRACTIONAL 1/4 OF SECTION 7, IN TOWNSHIP 41 NORTH, RANGE 16, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS SET FORTH IN THE ENGINEERING DRAWINGS BY MARCHRIS ENGINEERS, LTD., JOB NO. 84-205, DATED FEBRUARY 6, 1985, AS AMENDED FROM TIME TO TIME.

PARCEL 6: LOT 1 IN NORTHWEST CORPORATE CENTRE UNIT III, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 6 AND PART OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 7, IN TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED

Continued

A.L.T.A. LENDER'S FORM

SCHEDULE A

Number S1418926

Page 3

ON JUNE 18, 1986 AS DOCUMENT NO. 86-251398, IN COOK COUNTY, ILLINOIS.

PARCEL 7: EASEMENTS FOR THE BENEFIT OF PARCEL 6, FOR PARKING AND INGRESS AND EGRESS AS SHOWN ON CREATED BY INSTRUMENT RECORDED AS DOCUMENT NO. 86-227007.

PARCEL 8: EASEMENT FOR THE BENEFIT OF PARCEL 6 WITH RESPECT TO VEHICULAR INGRESS AND EGRESS AND VEHICULAR PARKING; INSTALLATION, MAINTAINING, REPAIRING AND REPLACING AND CONNECTING TO STORM SEWER LINES; AND PLACING, CONSTRUCTING, MAINTAINING, REBUILDING AND REMOVING A SIGN; AS SET FORTH IN DOCUMENT NO. 86-227006.

PARCEL 9: UNRECORDED EASEMENT FOR INSTALLATION, MAINTAINING, REPAIRING AND REPLACING SANITARY LINES FOR THE BENEFIT OF PARCEL 1, OVER, UPON, AND UNDER NORTHWEST CORPORATE CENTRE, UNIT I, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 6, AND THE NORTHEAST FRACTIONAL 1/4 OF SECTION 7, IN TOWNSHIP 41 NORTH, RANGE 16, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS SET FORTH IN THE ENGINEERING DRAWINGS BY MARCHRIS ENGINEERS, LTD., JOB NO. 84-205, DATED FEBRUARY 6, 1985, AS AMENDED FROM TIME TO TIME.

Countersigned:

  
\_\_\_\_\_  
AUTHORIZED SIGNATORY

This Policy valid only if Schedule B is attached.

A.L.T.A. LENDER'S FORM

SCHEDULE B

Number S1418926

This Policy does not insure against loss or damage by reason of the following:

1. GENERAL REAL ESTATE TAXES FOR THE YEAR 1994. TAX NUMBER 07-07-100-020 (AFFECTS PARCEL 1) AND 07-06-101-012 (AFFECTS PARCEL 6), VOLUME 187.

NOTE: THE FIRST INSTALLMENT OF THE 1994 TAXES IS NOT YET DUE AND PAYABLE.

NOTE: THE SECOND INSTALLMENT OF THE 1994 TAXES IS NOT YET DUE AND PAYABLE.

2. EASEMENT FOR WATER MAIN OVER, UPON AND UNDER THE EAST 20 FEET OF THE WEST 70 FEET OF THE SOUTHWEST 1/4 OF SECTION 6 AS DISCLOSED AND SHOWN BY INSTRUMENT RECORDED AS DOCUMENT NO. 26888375.

(AFFECTS PARCEL 1)

3. EASEMENT TO ILLINOIS GAS COMPANY OVER, UPON AND UNDER THE LAND AS SHOWN ON "EXHIBIT A" ATTACHED TO INSTRUMENT RECORDED AS DOCUMENT NO. 85246972.

(AFFECTS PARCELS 1, 2, 3, 4 AND 5)

4. TERMS, PROVISIONS, AND CONDITIONS RELATING TO THE EASEMENTS DESCRIBED AS PARCELS 2, 3, 4, 7 AND 8 CONTAINED IN THE INSTRUMENTS CREATING SUCH EASEMENTS.

(AFFECTS PARCELS 2, 3, 4, 7 AND 8)

5. POSSIBLE ENCROACHMENT OF BUILDING OVER GAS MAIN EASEMENT AS REFLECTED BY SURVEY, THE NORTHERN COUNTIES, INC., ORDER NO. 85218-U, DATED AUGUST 10, 1985.

(AFFECTS PARCEL 1)

6. RIGHTS OF THE ADJOINING OWNER AND OWNERS TO THE CONCURRENT USE OF THE EASEMENTS DESCRIBED AS PARCELS 2, 3, 7 AND 8 AND RECORDED AS DOCUMENT NOS. 86-227007 AND 86-227006 AND RIGHTS OF THE ADJOINING OWNER AND OWNERS TO THE CONCURRENT USE OF THE EASEMENTS DESCRIBED AS PARCELS 2, 3, 4, 5, 7, 8 AND 9.

Continued

A.L.T.A. LENDER'S FORM

SCHEDULE B

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7. EASEMENTS FOR WATERMAINS AND SANITARY SEWERS, AS DISCLOSED AND SHOWN ON THE PLAT OF SUBDIVISION.

(AFFECTS PARCELS 1, 2, 3, 4 AND 5)

8. RIGHTS AND INTEREST OF THE LESSEES LISTED BELOW UNDER AND BY VIRTUE OF VARIOUS LEASES AFFECTING THE SUBJECT LAND AND THE TERMS AND CONDITIONS CONTAINED THEREIN:

GIBBS & SOELL, INC.; ABC MORTGAGE OF ILLINOIS; DIMASYS, INC.; INDUSTRIAL INSURANCE AGENCY; FLEET MORTGAGE CORPORATION; BLACK AND DECKER; WAFERSCALE INTEGRATIONS; SUNDERLAGE RESOURCES; THE ERTL COMPANY, INC.; PERRY MARKETING CORP.; NEWELL CORP.; DR. GORDON DAVIS, III, M.D., S.C.; DR. MARK RAPPLEYE, D.D.S.; NORTHWEST DENTAL ASSOCIATION; KENNETH W. YOUNG CENTER; DR. SHORE & ASSOC., LTD.; DR. ALAN DALESSANDRO, D.D.S., LTD.; JOHN CYWINSKI, M.D., S.C.; ROBERTSON/U.D.I.; WORD TECHNOLOGY SYSTEMS, INC.; GENESIS INTERNATIONAL; SANKEN ELECTRIC U.S.A., CORP.; ICM MORTGAGE CORPORATION; PULTE HOME CORP.; FACTORY MUTUAL ENGINEERING; DATALINK CORPORATION; STEWART JENNINGS, INC.; MARSH & ASSOCIATES; CALTON HOMES; INTERCOUNTY TITLE COMPANY OF ILLINOIS; TMP WORLDWIDE; MODERN ENERGY; FREDERICKSON LABORATORIES; JACUZZI WHIRLPOOL BATH; CAMOS AND BOHNBAUM; RELIABLE NURSING SERVICE; ITT SEMICONDUCTOR; GENESIS INTERNATIONAL; CARPENTER'S UNION 839; ZENECA/ICI AMERICA; COULTER ELECTRONICS; INST. MENTAL HEALTH CONS.; INTERIM PERSONNEL; BASF CORPORATION; TRAVELEX INTERNATIONAL; WINER INDUSTRIES; WATLOW ELECTRIC; JAMES F. MCDONALD; PERCEPTION MANAGEMENT; ELITE CONCIERGE, INC.; SYSTEM SOFTWARE SERVICE; UNISHIPPERS; DAVID A. O'BRIEN; AFFILIATED PAPERS; DIAMOND MORTGAGE; ARBOR; KEN VIDECKIS; DIAMOND MORTGAGE; OPTIC GRAPHICS; DARTMOOR DEVELOPMENT; AUTOMATIC SWITCH COMPANY; NUFX, INC.; CAMPOS AND STRATIS; SAMMI-AL TECH, INC.; ANALOG DEVICES; A.B. ASSOCIATES, LTD.; LAKEWOOD HOMES; TECHVIEW CORPORATION; LAKEWOOD HOMES; KNOPS CONSTRUCTION; OAKFIELD ASSOCIATES; C.D. CONSULTANTS, INC.; KATHY OF CA AND TOM MYERS; ROBERT OBERIE & ASSOC.; ZURICH DESIGNS; ROTARY FORMS & SYSTEMS.

9. SECURITY INTEREST OF AID ASSOCIATION FOR LUTHERANS, UNDER A FINANCING STATEMENT EXECUTED BY CHARTER BANK AND TRUST COMPANY, N.A. AS TRUSTEE UNDER TRUST AGREEMENT DATED

Continued

A.L.T.A. LENDER'S FORM

SCHEDULE B

Number S1418926

Page 3

FEBRUARY 6, 1986, AND KNOWN AS TRUST NUMBER 2503, AND FILED AS DOCUMENT NO. 95U00864.

10. SECURITY INTEREST OF AID ASSOCIATION FOR LUTHERANS, UNDER A FINANCING STATEMENT EXECUTED BY CHARTER BANK AND TRUST COMPANY, N.A., AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 11, 1985, AND KNOWN AS TRUST NUMBER 2500, AND FILED AS DOCUMENT NO. 95U00865.
11. SECURITY INTEREST OF AID ASSOCIATION FOR LUTHERANS, UNDER A FINANCING STATEMENT EXECUTED BY THE MOSER FAMILY PARTNERSHIP, AND FILED AS DOCUMENT NO. 95U00866.

Countersigned:

  
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A.L.T.A. LENDER'S FORM

SCHEDULE B  
PART II

Number S1418926

In addition to the matters set forth in Part I of this Schedule, the title to the estate or interest in the land described or referred to in Schedule A is subject to the following matters, if any be shown, but the Company insures that such matters are subordinate to the lien or charge of the insured mortgage upon said estate or interest.

1. ASSIGNMENT OF RENTS DATED JANUARY 16, 1995 AND RECORDED JANUARY 19, 1995, AS DOCUMENT NO. 95044222, MADE BY CHARTER BANK AND TRUST COMPANY, N.A., FORMERLY KNOWN AS FIRST STATE BANK AND TRUST COMPANY OF HANOVER PARK, AS TRUSTEE, UNDER TRUST AGREEMENT DATED JULY 11, 1985 AND KNOWN AS TRUST NO. 2500 AS TO PARCEL 1 AND EASEMENTS AS TO PARCLES 2, 3, 4 AND 5 AND CHARTER BANK AND TRUST COMPANY, N.A., FORMERLY KNOWN AS FIRST STATE BANK AND TRUST COMPANY OF HANOVER PARK, AS TRUSTEE, UNDER TRUST AGREEMENT DATED FEBRUARY 6, 1986 AND KNOWN AS TRUST NO. 2503 AS TO PARCEL 6 AND EASEMENTS AS TO PARCELS 7, 8 AND 9, TO AID ASSOCIATION FOR LUTHERANS.

Countersigned:

  
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AUTHORIZED SIGNATORY

ENDORSEMENT

Number S1418926

\*\*\*\*\*3.1 ZONING ENDORSEMENT\*\*\*\*\*

(1990 ALTA LOAN)

1. THE COMPANY HEREBY INSURES THAT, AS OF DATE OF POLICY:

A. ACCORDING TO THE APPLICABLE ORDINANCES AND AMENDMENTS THERETO, THE LAND IS CLASSIFIED ZONE: B-2, COMMUNITY BUSINESS DISTRICT, AS TO PARCELS 1 AND 6.

B. THE FOLLOWING USE OR USES ARE ALLOWED UNDER SAID CLASSIFICATION SUBJECT TO COMPLIANCE WITH ANY CONDITIONS, RESTRICTIONS OR REQUIREMENTS CONTAINED IN SAID ZONING ORDINANCES AND AMENDMENTS THERETO, INCLUDING BUT NOT LIMITED TO THE SECURING OF NECESSARY CONSENTS OR AUTHORIZATIONS AS A PREREQUISITE TO SUCH USE OR USES: FOUR ONE-STORY CONCRETE OFFICE BUILDINGS, AS TO PARCEL 1; FOUR ONE-STORY CONCRETE OFFICE BUILDINGS, AS TO PARCEL 6.

THERE SHALL BE NO LIABILITY UNDER THIS ENDORSEMENT BASED ON THE INVALIDITY OF SAID ORDINANCES AND AMENDMENTS THERETO UNTIL AFTER A FINAL DECREE OF A COURT OF COMPETENT JURISDICTION ADJUDICATING SUCH INVALIDITY, THE EFFECT OF WHICH IS TO PROHIBIT SUCH USE OR USES.

2. THE COMPANY HEREBY FURTHER INSURES AGAINST LOSS OR DAMAGE ARISING FROM A FINAL DECREE OF A COURT OF COMPETENT JURISDICTION:

A. PROHIBITING THE USE OF THE LAND, WITH ANY STRUCTURE PRESENTLY LOCATED THEREON, AS SPECIFIED IN PARAGRAPH 1(B) ABOVE, OR,

B. REQUIRING THE REMOVAL OR ALTERATION OF SAID STRUCTURE.

ON THE BASIS THAT AS OF THE DATE OF POLICY SAID ORDINANCES AND AMENDMENTS THERETO HAVE BEEN VIOLATED WITH RESPECT TO ANY OF THE FOLLOWING MATTERS: (I) AREA, WIDTH, OR DEPTH OF THE LAND AS A BUILDING SITE FOR SAID STRUCTURE; (II) FLOOR SPACE AREA OF SAID STRUCTURE; (III) SETBACK OF SAID STRUCTURE FROM THE PROPERTY LINE OF THE LAND; (IV) HEIGHT OF SAID STRUCTURE; (V) PARKING.

LOSS OR DAMAGE AS TO THE MATTERS INSURED AGAINST BY THIS

This Endorsement is continued on the next page.

ENDORSEMENT

Number S1418926

Page 2

ENDORSEMENT SHALL NOT INCLUDE LOSS OR DAMAGE SUSTAINED OR INCURRED BY REASON OF THE REFUSAL OF ANY PERSON TO PURCHASE, LEASE OR LEND MONEY ON THE ESTATE OR INTEREST COVERED IN THE LAND DESCRIBED IN SCHEDULE 'A'.

This Endorsement is made part of the Policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated; it does not modify any of the terms and provisions of the Policy and prior endorsements, if any.

Countersigned:

  
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AUTHORIZED SIGNATORY

ENDORSEMENT

Number S1418926

\*\*\*\*\*ACCESS ENDORSEMENT\*\*\*\*\*


(1990 ALTA LOAN)

THE COMPANY HEREBY INSURES THE INSURED AGAINST LOSS OR DAMAGE WHICH THE INSURED SHALL SUSTAIN BY REASON OF ANY INACCURACY IN THE FOLLOWING ASSURANCE:

THE SUBJECT LAND IS CONTIGUOUS TO PHYSICALLY OPEN PUBLIC STREET(S) KNOWN AS HIGGINS ROAD (ROUTE 72), HASSELL ROAD AND BARRINGTON ROAD AND THE INSURED HAS ACCESS TO SAID LAND VIA SAID STREETS.

This Endorsement is made part of the Policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated; it does not modify any of the terms and provisions of the Policy and prior endorsements, if any.

Countersigned:

  
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AUTHORIZED SIGNATORY

This Endorsement valid only if countersigned.

ENDORSEMENT

Number S1418926

\*\*\*\*\*SURVEY ENDORSEMENT\*\*\*\*\*

(1990 ALTA LOAN)

THE COMPANY HEREBY INSURES THE INSURED AGAINST LOSS OR DAMAGE WHICH THE INSURED SHALL SUSTAIN BY REASON OF ANY INACCURACY IN THE FOLLOWING ASSURANCE:

THE LAND DESCRIBED IN THE MORTGAGE OR TRUST DEED REFERRED TO IN SCHEDULE 'A' IS LEGALLY IDENTICAL WITH THE LAND DESCRIBED IN THOSE CERTAIN SURVEYS MADE BY THE NORTHERN COUNTIES GROUP, INC., DATED NOVEMBER 23, 1994, AND THE LAND DESCRIBED IN PARAGRAPH 5 OF SCHEDULE 'A', DESPITE DIFFERENCES IN THE LANGUAGE EMPLOYED IN THE TWO DESCRIPTIONS OF THE LAND.

This Endorsement is made part of the Policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated; it does not modify any of the terms and provisions of the Policy and prior endorsements, if any.

Countersigned:

  
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ENDORSEMENT

Number S1418926

\*\*\*\*\*ADJUSTABLE RATE MORTGAGE ENDORSEMENT #1\*\*\*\*\*

(1990 ALTA LOAN)

NOTWITHSTANDING PARAGRAPH 3(D) OF THE EXCLUSIONS FROM COVERAGE OF THIS POLICY TO THE CONTRARY, AND FURTHER NOTWITHSTANDING THE PROVISIONS OF ANY LAW OR STATUTE PROHIBITING CHANGES IN THE RATE OF INTEREST DURING THE TERM OF THE LOAN, THE COMPANY HEREBY INSURES THE INSURED AGAINST LOSS OR DAMAGE WHICH THE INSURED SHALL SUSTAIN BY REASON OF:

(1) THE INVALIDITY OR UNENFORCEABILITY OF THE LIEN OF THE INSURED MORTGAGE RESULTING FROM THE PROVISIONS THEREIN WHICH PROVIDE FOR CHANGES IN THE RATE OF INTEREST, AND/OR INCREASES IN THE UNPAID PRINCIPAL BALANCE OF THE LOAN RESULTING FROM NEGATIVE AMORTIZATION, AND/OR AN EXTENSION IN THE DURATION OF THE INDEBTEDNESS SECURED BY THE INSURED MORTGAGE.

(2) IMPAIRMENT OF THE PRIORITY OF THE LIEN OF THE MORTGAGE INSURED HEREIN AND THE PRIORITY OF THE INTEREST OWING ON THE INDEBTEDNESS SECURED BY SAID MORTGAGE, WHICH IMPAIRMENT RESULTS FROM PROVISIONS OF THE INSURED MORTGAGE AND THE NOTE PROVIDING FOR CHANGES IN THE RATE OF INTEREST, AND/OR INCREASES IN THE UNPAID PRINCIPAL BALANCE OF THE LOAN RESULTING FROM NEGATIVE AMORTIZATION, AND/OR EXTENSION IN THE DURATION OF THE INDEBTEDNESS SECURED BY THE INSURED MORTGAGE.

THE INSURANCE PROVIDED BY THIS ENDORSEMENT SHALL BE IN EFFECT ONLY IF, AND SO LONG AS, THE CHANGES MADE IN THE MORTGAGE INSURED HEREIN ARE MADE STRICTLY ACCORDING TO THE TERMS OF THE MORTGAGE INSURED HEREIN, AND THE NOTE.

NOTWITHSTANDING ANY PROVISIONS OF THIS POLICY TO THE CONTRARY, THE AMOUNT OF INSURANCE IN THIS POLICY BY REASON OF INSURANCE PROVIDED IN THIS ENDORSEMENT IS INCREASED TO THE AMOUNT OF THE UNPAID PRINCIPAL INDEBTEDNESS SECURED BY THE MORTGAGE INSURED HEREIN.

This Endorsement is continued on the next page.

ENDORSEMENT

Number S1418926

ADJUSTABLE RATE MORTGAGE ENDORSEMENT #1 - Continued

This Endorsement is made part of the Policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated; it does not modify any of the terms and provisions of the Policy and prior endorsements, if any.

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ENDORSEMENT

Number S1418926

\*\*\*\*\*CONTIGUITY ENDORSEMENT\*\*\*\*\*

(1990 ALTA LOAN)

THE LAND UNDERLYING EACH OF THE EASEMENTS DESCRIBED AS PARCELS 2, 3, 4, AND 5 IS CONTIGUOUS TO PARCEL 1 OF THE LAND, AND TAKEN AS TRACTS CONSTITUTE SEPARATE PARCELS OF LAND WITHOUT GAPS OR GORES.

THE LAND UNDERLYING EACH OF THE EASEMENTS DESCRIBED AS PARCELS 7, 8 AND 9 IS CONTIGUOUS TO PARCEL 6 OF THE LAND AND TAKEN AS TRACTS CONSTITUTE SEPARATE PARCELS OF LAND WITHOUT GAPS OR GORES.

This Endorsement is made part of the Policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated; it does not modify any of the terms and provisions of the Policy and prior endorsements, if any.

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ENDORSEMENT

Number S1418926

\*\*\*\*\*COMPREHENSIVE ENDORSEMENT NO. 1\*\*\*\*\*

(1990 ALTA LOAN)

THE COMPANY HEREBY INSURES THE INSURED AGAINST LOSS OR DAMAGE WHICH THE INSURED SHALL SUSTAIN BY REASON OF:

1. ANY INACCURACIES IN THE FOLLOWING ASSURANCES:

(A) THAT THERE ARE NO COVENANTS, CONDITIONS OR RESTRICTIONS UNDER WHICH THE LIEN OF THE MORTGAGE REFERRED TO IN SCHEDULE A CAN BE DIVESTED OR SUBORDINATED OR ITS VALIDITY, PRIORITY OR ENFORCEABILITY OTHERWISE IMPAIRED:

(B) THAT UNLESS OTHERWISE EXPRESSLY SET FORTH OR INDICATED TO THE CONTRARY IN SCHEDULE B:

\*\*\*\*\* (1) THERE ARE NO PRESENT VIOLATIONS ON SAID LAND OF ANY ENFORCEABLE COVENANTS, CONDITIONS OR RESTRICTIONS OR PLAT BUILDING LINES;

\*\*\*\*\* (2) ANY INSTRUMENT REFERRED TO IN SCHEDULE B AS SPECIFICALLY CONTAINING "COVENANTS AND RESTRICTIONS" AFFECTING SAID LAND DOES NOT, IN ADDITION, ESTABLISH AN EASEMENT THEREON OR PROVIDE FOR EITHER A LIEN FOR LIQUIDATED DAMAGES, A LEVY OF A PRIVATE CHARGE OR ASSESSMENT, AN OPTION TO PURCHASE, OR THE PRIOR APPROVAL OF A FUTURE PURCHASER OR OCCUPANT;

\*\*\*\*\* (3) THERE ARE NO ENCROACHMENTS OF EXISTING IMPROVEMENTS LOCATED ON SAID LAND ONTO ADJOINING LAND, NOR ANY ENCROACHMENTS ONTO SAID LAND OF EXISTING IMPROVEMENTS LOCATED ON ADJOINING LAND;

\*\*\*\*\* (4) THERE ARE NO ENCROACHMENTS OF EXISTING IMPROVEMENTS LOCATED ON SAID LAND ONTO THAT PORTION OF SAID LAND SUBJECT TO ANY EASEMENT SHOWN IN SCHEDULE B.

2. ANY FUTURE VIOLATIONS ON SAID LAND OF ANY COVENANTS, CONDITIONS OR RESTRICTIONS OCCURRING PRIOR TO THE ACQUISITION OF TITLE TO SAID LAND BY THE INSURED, PROVIDED SUCH VIOLATIONS RESULT IN LOSS OF THE LIEN OF THE MORTGAGE REFERRED TO IN SCHEDULE A OR IMPAIR THE VALIDITY, PRIORITY OR ENFORCEABILITY OF SUCH LIEN, OR RESULT IN LOSS OF THE

This Endorsement is continued on the next page.

ENDORSEMENT

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Page 2

TITLE TO SAID ESTATE OR INTEREST IF THE INSURED SHALL ACQUIRE TITLE IN SATISFACTION OF THE INDEBTEDNESS SECURED BY SUCH MORTGAGE.

3. THE ENTRY OF ANY COURT ORDER OR JUDGMENT WHICH CONSTITUTES A FINAL DETERMINATION AND DENIES THE RIGHT TO MAINTAIN ANY EXISTING IMPROVEMENTS ON SAID LAND BECAUSE OF ANY VIOLATION OF ANY COVENANTS, CONDITIONS OR RESTRICTIONS OR PLAT BUILDING LINES OR BECAUSE OF ANY ENCROACHMENT THEREOF OVER ONTO ADJOINING LAND.

WHEREVER IN THIS ENDORSEMENT ANY OR ALL THE WORDS "COVENANTS, CONDITIONS OR RESTRICTIONS" APPEAR, THEY SHALL NOT BE DEEMED TO REFER TO OR TO INCLUDE THE TERMS, COVENANTS, CONDITIONS OR LIMITATIONS CONTAINED IN ANY LEASE OR DECLARATION OF CONDOMINIUM REFERRED TO IN SCHEDULE A.

This Endorsement is made part of the Policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated; it does not modify any of the terms and provisions of the Policy and prior endorsements, if any.

Countersigned:

  
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ENDORSEMENT

Number S1418926

\*\*\*\*\*ENCROACHMENT ENDORSEMENT\*\*\*\*\*

(1990 ALTA LOAN)

THE COMPANY HEREBY INSURES THE INSURED AGAINST LOSS OR DAMAGE WHICH THE INSURED SHALL SUSTAIN BY REASON OF:

THE ENTRY OF ANY COURT ORDER OR JUDGMENT WHICH CONSTITUTES A FINAL DETERMINATION AND DENIES THE RIGHT TO MAINTAIN THE EXISTING IMPROVEMENTS ON THE LAND BECAUSE OF THE ENCROACHMENT OR ENCROACHMENTS THEREON SPECIFICALLY SET FORTH AT EXCEPTION NUMBER 5 OF SCHEDULE 'B'.

This Endorsement is made part of the Policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated; it does not modify any of the terms and provisions of the Policy and prior endorsements, if any.

Countersigned:

  
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AUTHORIZED SIGNATORY

This Endorsement valid only if countersigned.

ENDORSEMENT

Number S1418926

\*\*\*\*\*CREDITORS' RIGHTS ENDORSEMENT\*\*\*\*\*

(1990 ALTA LOAN)

PARAGRAPH 7 OF THE EXCLUSIONS FROM COVERAGE IS HEREBY  
DELETED.

This Endorsement is made part of the Policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated; it does not modify any of the terms and provisions of the Policy and prior endorsements, if any.

Countersigned:

  
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ENDORSEMENT

Number S1418926

\*\*\*\*\*ASSIGNMENT OF RENTS ENDORSEMENT\*\*\*\*\*

(1990 ALTA LOAN)

THE COMPANY HEREBY INSURES THE INSURED AGAINST LOSS WHICH SAID INSURED SHALL SUSTAIN BY REASON OF:

(A) ANY DEFECT IN THE EXECUTION OF THE DOCUMENT ENTITLED ASSIGNMENT OF RENTS AND LEASES REFERRED TO IN SCHEDULE B PART II; AND

(B) THE EXISTENCE, AS SHOWN BY THE PUBLIC RECORDS, OF ANY PRIOR ASSIGNMENT OF THE LESSOR'S INTEREST IN THE LEASE OR LEASES SPECIFIED IN SUCH DOCUMENT, INCLUDING ANY ASSIGNMENTS OF RENTS THEREUNDER, OTHER THAN AS SET FORTH IN SCHEDULE B.

THE TOTAL LIABILITY OF THE COMPANY UNDER SAID POLICY AND ANY ENDORSEMENTS THEREIN SHALL NOT EXCEED, IN THE AGGREGATE, THE FACE AMOUNT OF SAID POLICY AND COSTS WHICH THE COMPANY IS OBLIGATED UNDER THE CONDITIONS AND STIPULATIONS THEREOF TO PAY.

This Endorsement is made part of the Policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated; it does not modify any of the terms and provisions of the Policy and prior endorsements, if any.

Countersigned:

  
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This Endorsement valid only if countersigned.

**CONDITIONS AND STIPULATIONS Continued**  
(continued from reverse side of Policy Face)

Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

**5. PROOF OF LOSS OR DAMAGE.**

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

**6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.**

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance or to Purchase the Indebtedness.

(i) to pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay; or

(ii) to purchase the indebtedness secured by the insured mortgage for the amount owing thereon together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of purchase and which the Company is obligated to pay.

If the Company offers to purchase the indebtedness as herein provided, the owner of the indebtedness shall transfer, assign, and convey the indebtedness and the insured mortgage, together with any collateral security, to the Company upon payment therefor.

Upon the exercise by the Company of either of the options provided for in paragraphs a(i) or (ii), all liability and obligations to the insured under this policy, other than to make the payment required in those paragraphs, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is

obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs b(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

**7. DETERMINATION AND EXTENT OF LIABILITY.**

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A, or, if applicable, the amount of insurance as defined in Section 2(c) of these Conditions and Stipulations;

(ii) the amount of the unpaid principal indebtedness secured by the insured mortgage as limited or provided under Section 8 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage insured against by this policy occurs, together with interest thereon; or

(iii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the insured has acquired the estate or interest in the manner described in Section 2(a) of these Conditions and Stipulations or has conveyed the title, then the liability of the Company shall continue as set forth in Section 7(a) of these Conditions and Stipulations.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

**8. LIMITATION OF LIABILITY.**

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, or otherwise establishes the lien of the insured mortgage, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title or to the lien of the insured mortgage, as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

(d) The Company shall not be liable for: (i) any indebtedness created subsequent to Date of Policy except for advances made to protect the lien of the insured mortgage and secured thereby and reasonable amounts expended to prevent deterioration of improvements; or (ii) construction loan advances made subsequent to Date of Policy, except construction loan advances made subsequent to Date of Policy for the purpose of financing in whole or in part the construction of an improvement to the land which at Date of Policy were secured by the insured mortgage and which the insured was and continued to be obligated to advance at and after Date of Policy.

**9. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.**

(a) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto. However, any payments made prior to the acquisition of title to the estate or interest as provided in Section 2(a) of these Conditions and Stipulations shall not reduce pro tanto the amount of the insurance afforded under this policy except to the extent that the payments reduce the amount of the indebtedness secured by the insured mortgage.

(b) Payment in part by any person of the principal of the indebtedness, or any other obligation secured by the insured mortgage, or any voluntary partial satisfaction or release of the insured mortgage, to the extent of the payment, satisfaction or release, shall reduce the amount of insurance pro tanto. The amount of insurance may thereafter be increased by accruing interest and advances made to protect the lien of the insured mortgage and secured thereby, with interest thereon, provided in no event shall the amount of insurance be greater than the Amount of Insurance stated in Schedule A.

(c) Payment in full by any person or the voluntary satisfaction or release of the insured mortgage shall terminate all liability of the Company except as provided in Section 2(a) of these Conditions and Stipulations.

**10. LIABILITY NONCUMULATIVE.**

If the insured acquires title to the estate or interest in satisfaction of the indebtedness secured by the insured mortgage, or any part thereof, it is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy.

conditions and stipulations continued and concluded

1. PAYMENT OF LOSS.

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

12. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to all rights and remedies of the insured claimant after the insured claimant shall have recovered its principal, interest, and costs of collection.

(b) The Insured's Rights and Limitations.

Notwithstanding the foregoing, the owner of the indebtedness secured by the insured mortgage, provided the priority of the lien of the insured mortgage or its enforceability is not affected, may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the estate or interest from the lien of the insured mortgage, or release any collateral security for the indebtedness.

When the permitted acts of the insured claimant occur and the insured has knowledge of any claim of title or interest adverse to the title to the estate or interest or the priority or enforceability of the lien of the insured mortgage, as insured, the Company shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(c) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

The Company's right of subrogation shall not be avoided by acquisition of the insured mortgage by an obligor (except an obligor described in Section 1(a)(ii) of these

Conditions and Stipulations) who acquires the insured mortgage as a result of an indemnity, guarantee, other policy of insurance, or bond and the obligor will not be an insured under this policy, notwithstanding Section 1(a)(i) of these Conditions and Stipulations.

13. ARBITRATION.

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgement upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

14. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the lien of the insured mortgage or of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

15. SEVERABILITY.

In the event any provision of this policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

16. NOTICES, WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at P.O. Box 2029, Houston, Texas 77252. If you will send a copy of the policy, it will expedite and aid the prompt handling of claims hereunder.

A NAME  
RECOGNIZED NATIONALLY  
AS BEING  
SYNONYMOUS WITH  
QUALITY

STEWART TITLE  
GUARANTY COMPANY  
ESTABLISHED 1893  
INCORPORATED 1908