



**Village of Mount Prospect
Planning and Zoning Commission
Regular Meeting Agenda
50 S. Emerson St. Mount Prospect, IL 60056**

July 9, 2026

Village Hall - 3rd Floor Board Room

7:00 PM

- 1. CALL TO ORDER**
- 2. APPROVAL OF MINUTES**
 - 2.1. PZ-14-26 / 504 S Albert St / CU: Accessory Structure
 - 2.2. CDBG Program Year 2026 Action Plan
- 3. NEW BUSINESS**
 - 3.1. PZ-15-26 / 109 E Council Trl / CU: Fence
 - 3.2. PZ-12-26 / 1600 Bishop Court / CU: Major PUD Amendment / Village Board Final
- 4. CITIZENS TO BE HEARD**
- 5. QUESTIONS AND COMMENTS**
- 6. ADJOURNMENT**

ANY INDIVIDUAL WHO WOULD LIKE TO ATTEND THIS MEETING BUT BECAUSE OF A DISABILITY OR NEEDS SOME ACCOMMODATION TO PARTICIPATE, SHOULD CONTACT THE VILLAGE MANAGER'S OFFICE AT 847|392-6000, EXTENSION 5307

MINUTES OF THE REGULAR MEETING OF THE PLANNING & ZONING COMMISSION

CASE NO. PZ-14-26 Hearing Date: June 25, 2026

PROPERTY ADDRESS: 504 South Albert Street

PETITIONER: Sam Frasco
504 South Albert Street

PUBLICATION DATE: June 10, 2026

REQUEST: Conditional use approval for an accessory structure.

MEMBERS PRESENT: Joseph Donnelly
William Beattie
Ewa Weir
Walter Szymczak
Richard Rogers
Fay Costa

MEMBERS ABSENT: Michael Fricano
Donald Olsen

STAFF MEMBERS PRESENT: Antonia Lalagos – Development Planner
Catherine Cook – Community Development Planning Intern

INTERESTED PARTIES: Sam Frasco

Chairman Donnelly called the meeting to order at 7:01 PM.

Chairman Donnelly moved on to Item Two, Approval of Minutes. Vice Chairman Beattie made a motion seconded by Commissioner Szymczak to approve the minutes of the Planning and Zoning Commission meeting on May 14, 2026. The minutes were approved 5-0 with Commissioner Costa abstaining.

Chairman Donnelly introduced case number PZ-14-26, 504 South Albert Street, a request for conditional use approval to widen the interior side yard walkway encroachment from three feet (3'-0") to four feet (4'-0") at the subject property.

Ms. Cook explained that the subject property was annexed into the Village in 1917 and is improved with a single-family residence that was constructed in 1958. Ms. Cook stated that the Subject Property is zoned R-1 Single Family Residence District and consists of approximately 0.19 acres on South Albert Street, South of East Prospect Avenue. Ms. Cook explained that the Petitioner, Sam Frasco, has resided at the Subject Property since 2004. Ms. Cook stated that the principal structure was built along the south side yard setback of 7.3 feet.

Ms. Cook stated that pursuant to the Village's Zoning Ordinance, walkways located within an interior side yard are permitted as an obstruction, provided they do not exceed three feet (3'-0") in width. Ms. Cook explained the Petitioner proposes to increase the permitted encroachment of the side yard walkway from the maximum permitted width of three feet (3'-0") to four feet (4'-0"), which would allow the walkway to extend to and abut the exterior wall of the attached garage. The Petitioner stated in the application that by extending the sidewalk towards the garage, it will prevent rain and ice water from entering the garage. The Petitioner also stated that he would like to install a pop-up drain several feet from the property to allow proper drainage.

Ms. Cook concluded that staff finds that the proposed conditional use meets the standards contained in the Mount Prospect Zoning Ordinance. Staff requests that the Planning and Zoning Commission make a motion to adopt Staff's findings as the findings of the Planning and Zoning Commission and approve the following motion:

1. "A conditional use to construct a walkway that encroaches four feet (4'-0") into the interior side yard at 504 South Albert Street, subject to the following conditions:
 - a. The conditional use for the increase in encroachment for the permitted obstruction of the walkway shall only apply to the walkway located in the southern interior side yard as indicated on the plat of survey and not to any other accessory structure;
 - b. The improvements shall be in strict conformance with the submitted plat of survey as illustrated in **Exhibit B**;
 - c. The existing drainage patterns are not adversely impacted. The sidewalk shall be installed to meet the existing grades. If a change in the sidewalk elevation is desired, a grading plan shall be required showing both existing and proposed ground and sidewalk elevations; and
 - d. Any downspout design changes or undergrounding requires approval by the Village engineer prior to the issuance of a permit."

Ms. Cook stated that the Planning and Zoning Commission's decision is final for this case.

Chairman Donnelly asked for questions from the Commissioners.

Vice Chairman Beattie asked why the sidewalk could not just abut the garage without extending to four feet (4'-0").

Ms. Cook shared that the Petitioner wants the walkway to abut the principle structure, closing the gap between the walkway and the house. Ms. Cook explained that the sidewalk would exceed the three-foot (3'-0") maximum allowed in the side yard, of which the principle structure abuts.

Chairman Donnelly stated they would ask the Petitioner about Vice Chairman Beattie's question.

Commissioner Weir asked why there is a three-foot (3'-0") maximum for sidewalks.

Ms. Lalagos replied that walkway width is limited to three feet for two primary reasons: to promote proper drainage and to allow for the flow of water through the side yard. Ms. Lalagos explained that

if the side yard were completely covered, it could deflect water onto adjacent properties or to other areas where it is not intended to drain. Ms. Lalagos stated that Public Works reviewed the location and width of the proposed walkway and had no concerns.

Seeing no more questions from the Commissioners, Chairman Donnelly invited the Petitioner to the stand. Chairman Donnelly swore in the Petitioner, Sam Frasco of 504 South Albert Street.

Chairman Donnelly asked the Petitioner to provide a reason for expanding the walkway from three feet (3'-0") to four feet (4'-0").

Mr. Frasco shared that due to his driveway being redone, he decided to also fill in the 12-inch gap between his existing sidewalk and his garage, for both aesthetics and to prevent water from entering the garage.

Chairman Donnelly asked if Mr. Frasco's sidewalk is currently level with the garage, as they are usually a foot below to prevent issues with water getting in.

Mr. Frasco said he does not believe it to be a foot below the garage, but that there is a slight difference in level between the two. Mr. Frasco reiterated that he wants to do this project because he feels it will also be aesthetically pleasing and will improve his property.

Chairman Donnelly asked if Mr. Frasco had discussed this with his neighbors.

Mr. Frasco confirmed that he talks to his neighbors every day and they would have no problem with it. Mr. Frasco stated that he does not understand one foot (1'-0") would make a difference. Mr. Frasco said he feels it would look more conforming if it all looked the same [referencing the driveway and sidewalk aligning].

Chairman Donnelly noted snow removal as one reason for the dimensions. Chairman Donnelly explained that residents are not allowed to shovel snow onto their neighbor's property and that having a sidewalk that goes to the property edge would increase the likelihood of that happening.

Mr. Frasco noted that his neighbor most likely would not consider that an issue if it was as Mr. Frasco shovels the whole block anyway. Mr. Frasco also noted that he rarely shovels that section of pavement on his property as he and his family enter through the attached garage. Mr. Frasco stated that they only use that area during the winter to move the garbage cans to the street.

Vice Chairman Beattie asked why Mr. Frasco would not just keep the sidewalk at three feet and move it closer to the garage, as he would not need to go through the zoning process that way. Vice Chairman Beattie shared he only asks as he is curious.

Mr. Frasco stated he had not considered that before but does feel four feet (4'-0") would look better.

Chairman Donnelly asked if Mr. Frasco accepts the conditions in the staff report.

Mr. Frasco stated that he does. Mr. Frasco went on to share that he appreciates the Village's due diligence in sending out letters to roughly 150 of his neighbors but was distraught to see his name and address were listed on the letters. Mr. Frasco explained that he was a police officer for 27 years and does not know all the people in his area or who may be involved in cases he has worked. Mr. Frasco stated that now 150 plus people know his residence, of which he was always protective about sharing. Mr. Frasco asked that the Village to consider listing, "The Resident of," on the legal notices, simply to protect the resident's identity. Mr. Frasco shared he did not feel it was necessary to include names.

Chairman Donnelly stated they could ask Staff about it but that legally the Village must advertise the case.

Mr. Frasco shared he has had people come to his door in the past due to his profession. Mr. Frasco asked that for the next person, the Village consider making this change for the sake of protecting the resident's identity.

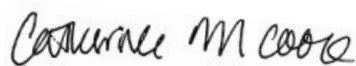
Hearing no further comments or questions, Chairman Donnelly closed the hearing and asked for a motion to approve the conditional use based on the conditions listed in the staff report. Vice Chairman Beattie made a motion and Commissioner Weir seconded the motion.

UPON ROLL CALL AYES: Szymczak, Weir, Beattie, Rogers, Costa, Donnelly
 NAYS: None

The Planning and Zoning Commission approved the request (6-0).

After hearing one more item of new business, Chairman Donnelly asked if there were any citizens to be heard.

Hearing no further discussion, Commissioner Rogers made a motion seconded by Commissioner Szymczak and the meeting was adjourned at 7:47 PM.



Catherine Cook, Planning Intern

**MINUTES OF THE REGULAR MEETING OF THE
PLANNING & ZONING COMMISSION**

CDBG PY26 ACTION PLAN Hearing Date: June 25, 2026

PROPERTY ADDRESS: 50 South Emerson Street

PETITIONER: The Village of Mount Prospect

PUBLICATION DATE: April 10, 2026

REQUEST: Community Development Block Grant Program Year 2026
Action Plan and Funding Requests

MEMBERS PRESENT: Joseph Donnelly
William Beattie
Ewa Weir
Walter Szymczak
Richard Rogers
Fay Costa

MEMBERS ABSENT: Donald Olsen
Michael Fricano

STAFF MEMBERS PRESENT: Antonia Lalagos – Development Planner
Catherine Cook – Community Development Planning Intern

INTERESTED PARTIES: Organizations applying for CDBG funds

Chairman Donnelly called the meeting to order at 7:01 PM.

Chairman Donnelly moved on to Item Two, Approval of Minutes. Vice Chairman Beattie made a motion seconded by Commissioner Szymczak to approve the minutes of the Planning and Zoning Commission meeting on May 14, 2026. The minutes were approved 5-0 with Commissioner Costa abstaining.

After introducing one item of new business, Chairman Donnelly introduced the Community Development Block Grant Program Year 2026 Action Plan and Funding Requests.

Ms. Lalagos provided a brief background on the CDBG program and explained that CDBG funds must be used for activities that primarily benefit the Village’s low- and moderate-income residents, address priority needs identified in the Consolidated Plan, and be considered an “eligible activity” according to CDBG regulations. She reviewed the income thresholds established by HUD for low/moderate-income (LMI), as well as the most common ways LMI benefit is determined. She noted the areas within Mount Prospect from Program Year 2025 showing eligible census blocks for LMI provided by HUD.

Ms. Lalagos then presented the draft 2026 Action Plan, which proposes eligible activities for the time period of October 1, 2026 through September 30, 2027. She noted that funding for the Action Plan comes from three sources: the annual grant allocation; program income; and carryover funds. Ms. Lalagos explained that the amount of funding that can be allocated for public services is limited by HUD to a maximum of 15% of the annual grant allocation plus 15% of the prior year program income. Based on these guidelines, the Village is estimating \$59,484 is available in program year 2026 for public service programs.

Ms. Lalagos stated that the Planning & Zoning Commission has the responsibility to review funding requests from non-Village agencies and make recommendations concerning those requests. She noted that special consideration is given to agencies who address multiple priorities, provide comprehensive services, and use funds towards direct client costs.

Ms. Lalagos reviewed the draft 2026 budget and the timeline for adopting and submitting the 2026 Action Plan to HUD. She stated that homeless services had a proposed budget of \$33,500 allocated, public services had \$25,980 allocated, affordable housing had \$117,081 allocated, noting the amount may increase if realized program income from repayment or rehab loans, but it is not predictable when/if repayments will occur, community facilities had \$25,000 allocated, and public infrastructure had \$195,000 allocated.

Ms. Lalagos stated that the draft 2026 Action Plan is currently available for a 30-day public review period from June 10 – July 10. She continued that upon approval from the Planning & Zoning Commission, it would then go to the Village Board for review on July 21, submit to HUD by August 14, HUD would have 45 days for review and approval, and then the program year would begin on October 1.

Ms. Lalagos announced that the applicant organizations were invited to attend the meeting this evening to describe their organizations' work and what they propose to do with the CDBG funding.

Chairman Donnelly swore in the following persons:

Stephen Repsys / Journeys | The Road Home / 1140 E Northwest Highway Palatine

Mr. Repsys discussed Journeys' mission. He stated that Journeys has supported Mount Prospect residents since 1989 who are experiencing homelessness or are at risk of homelessness. Mr. Repsys explained that Journeys provides a comprehensive continuum of care that includes emergency shelter, specialized programs for people with complex needs, supportive housing and nearly 50 wraparound services. He reported that Journeys has 37 towns and villages in their service area. Mr. Repsys confirmed that in the last year Journeys served 1051 clients across all programs and towns, including 50 Village residents. He noted that due to budget cuts they expect to see an increase in people coming to the agency. All services are free, case management, showers, outreach, counseling, and much more. Mr. Repsys expressed appreciation for the Village's past support and for inviting them tonight.

Chairman Donnelly asked if there were specific things the funds go to.

Mr. Reysys said the funds cover the cost of the services they provide for free.

Commissioner Weir asked what percentage of Journeys' budget the grant accounts for.

Ms. Lalagos stated 1.6% is for their total program budget listed on their application.

Kimberly Mertz / Suburban Primary Health Care Council (Access to Care) / 2225 Enterprise Dr, Westchester

Ms. Mertz thanked the Commission for having her. She stated that Access to Care has provided primary health care services to low income uninsured and underinsured Suburban Cook County residents since 1988. She detailed the three components of the program: primary care physicians for \$5 per visit, lab and radiology for \$5 per test, and prescriptions for \$15-40 for a 30-day supply. She noted these services are provided on an unlimited as needed basis. Ms. Mertz reported that the agency has behavioral health services, opioid risk management, and flu/pneumonia vaccines for free. She stated that the purpose of the organization is to provide primary health care services to those who are not eligible for State or Federal programs, who go to the ER for illnesses, or who don't seek care at all. Ms. Mertz reported that last year, Access to Care served 6000 people in Suburban Cook County and they have served 173 of Mount Prospect residents since January 2026. She thanked the Village for their support.

Commissioner Weir asked how one becomes a member and if there is a fee involved.

Ms. Mertz stated that most townships and villages assist members with enrolling. Members enroll online, over the phone, or through mail-in applications, to name a few. She said Access to Care makes an effort to have outreach booths at as many health fairs and events as possible in order to get the word out in many ways. Ms. Mertz noted that it is free to enroll, with members only paying for the three services Access to Care offers.

Commissioner Fay asked if Access to Care provides access to or directly hires physicians.

Ms. Mertz shared that Access to Care provides access to physicians by contracting with them. Many were already providing free services for their own communities, but Access to Care filled the gap of what these physicians couldn't provide, which were labs, radiology, and similar services. She said that Access to Care has over 200 providers, with their largest being Loyola in Maywood, seeing roughly 1000 Access to Care patients.

Trina Grogan / Search 360 / 1925 N Clybourn Ave, Chicago

Ms. Grogan thanked the Village for having her at the meeting. She explained that Search 360, formerly known as Search Inc or Search, is a non-profit organization that supports adults with intellectual and developmental disabilities (IDDs) through wrap around support services. Ms. Grogan reported that they support 350 people with IDD annually, operating 28 community homes. She noted that Mount Prospect is home to 48 individuals in eight homes, and the largest community day services site supporting over 100 people each month. Ms. Grogan shared that Search takes great pride in maintaining beautiful and accessible homes that are well-integrated into the community. She stated that Search respectfully requests support to upgrade the existing HVAC system and add a whole-house generator at 114 Kenilworth Lane, which is home to 6 women with IDD who are all very low-income, aging, and rely on Search to help meet their basic needs. Ms. Grogan explained that this accessibility project would allow the women to have greater independence, gain work/life skills, and more safely use the home they live in. The project is noted as a key energy and accessibility project, protecting the residents at the home by preventing disruption to their comfort and care when power outages occur. Communication and mobility issues make it difficult to evacuate residents in the case of a power outage, meaning this

project would help reduce disruption. She shared that their support would help them to continue providing safety and comfort to the people they support.

Chairman Donnelly opened the floor for questions.

Commissioner Beattie asked how the single-family home rehab program works and if there are parameters outlining the work that can be done.

Ms. Lalagos noted residents who meet the program requirements can apply for the zero-interest loan program, which the Village has had since 1981. She stated the Village elected to have North West Housing Partnership administer the program on the Village's behalf, overseeing the whole process. Ms. Lalagos said the organization is located in Schaumburg and manages similar programs for several different municipalities in the area. She stated that there are parameters in place for what work can be done, specifically items that are or could become code violations or life-safety hazards. In addition, work is limited to interior work or roof work and must be done with certified contractors, lead based paint testing, and many other parameters.

Commissioner Costa inquired about the money set aside for public infrastructure and asked if there are other options to use that money.

Ms. Lalagos replied that sidewalk replacement has been done for a few years. She stated there were no large project applications this year. In the past, the Village funded large projects like the soccer pitch and park trail improvements. There is not a limit for what the CDBG funds can be used for other than it being an eligible activity under CDBG rules.

Commissioner Costa asked what other eligible activities there are.

Ms. Lalagos replied there are probably a hundred categories, ranging from housing improvements to infrastructure, economic development, code enforcement.

Commissioner Costa asked if there is a specific level of funding required for each priority area or does the \$200,000 have to be in public infrastructure.

Ms. Lalagos replied that the allocation to public infrastructure is not mandated by HUD rules. Public infrastructure is a priority area in our Consolidated Plan, along with affordable housing, community facilities, and public services. She reiterated that the funds do have to go to one of those priorities.

Commissioner Beattie noted that HUD guides how much money can go to nonprofits and public services.

Ms. Lalagos replied that HUD places a 15% cap on public services. Anything else like repairs or infrastructure does not have a cap. There are caps for administrative costs.

Commissioner Costa stated that the Public Works Department is good and can probably handle the sidewalk replacements. She noted that \$200,000 is a large portion of the CDBG budget and was curious if there is another way to leverage the CDBG funds to have a better impact. For example, more playgrounds on the south side of Mount Prospect.

Ms. Lalagos stated that the Village try to get the word out about the application opening. We publish in the newspaper and send all old recipients email notice, and place it on our website. But agencies do not apply every year. Sometimes agencies choose not to apply because it's too much effort to do the reporting compared to what the grant money is worth to them.

Commissioner Weir asked who applies for the sidewalk replacement.

Ms. Lalagos replied the Public Works Department.

Commissioner Weir asked if the CDBG funds are offsetting what homeowners contribute for sidewalk replacement.

Ms. Lalagos explained that there is a separate sidewalk replacement match program that is open to anyone, where the homeowner splits the cost 50/50 with the Village. The CDBG replacement program is entirely covered by the grant funds but the replacements have be in a low mod area. The Public Works Department marks specific squares that show deterioration.

Commissioner Weir asked if the grant is targeted to these areas because the deteriorated sidewalks may not otherwise be replaced.

Ms. Lalagos stated that we don't know if the individual homeowner is low income or not, but the assumption is that these areas need more assistance to replace deteriorated sidewalks. One of the priorities in the Consolidation Plan is to improve accessibility and connectivity throughout the Village, and this contributes to that priority.

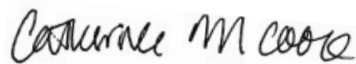
Chairman Donnelly asked for a motion to approve the 2026 action plan and proposed budget. Vice Chairman Beattie made a motion and Commissioner Szymczak seconded the motion.

UPON ROLL CALL AYES: Szymczak, Weir, Beattie, Rogers, Costa, Donnelly
NAYS: None

The Planning and Zoning Commission gave a positive recommendation (6-0) to the Village Board.

Chairman Donnelly asked if there were any citizens to be heard.

Hearing no further discussion, Commissioner Rogers made a motion seconded by Commissioner Szymczak and the meeting was adjourned at 7:47 PM.



Catherine Cook, Community Development Planning Intern



Item Cover Page

Subject **PZ-15-26 / 109 E Council Trl / CU: Fence**

Meeting July 9, 2026 - REGULAR MEETING OF THE MOUNT PROSPECT PLANNING AND ZONING COMMISSION

Fiscal Impact (Y/N) N

Dollar Amount

Budget Source

Category NEW BUSINESS

Type Action Item

Information

The Petitioner, Anthony Albergo, is seeking conditional use approval to install a 5' tall, 50% opaque, scalloped wood picket fence at 109 E. Council Trail (the Subject Property), a corner lot at the intersection of Council Trail and Maple Street. A portion of the proposed fence is located in the yard fronting Council Trail, which is the legal front yard according to the Mount Prospect Village Code, but the applicant argues that the yard is functionally an exterior side yard. Previously requiring a variation, the request is filed as a conditional use under the text amendments adopted in Case No. PZ-01-26, which established relief from fence requirements in single-family residential districts as a conditional use decided by the Planning and Zoning Commission as final administrative authority. Staff is supportive of the conditional use request, subject to the conditions outlined below.

Discussion

BACKGROUND

The Subject Property was annexed into the village in 1954 and is improved with a one-story brick and stone single-family residence. The property is a corner lot with frontage on both Council Trail and Maple Street, totaling 0.23 acres. The Petitioner's existing fence currently encloses a narrow portion of the western interior side yard.

SUMMARY OF PROPOSAL

The Petitioner requests conditional use approval to extend the existing fence, enclosing a portion of the legal front yard, for a total length of approximately 250 linear feet (See Exhibit B – Site Plan for details). The fence would be 5 feet tall with a scalloped top profile throughout. Two different picket spacings are proposed depending on location: the backyard and interior side yard segments would be constructed with 3" planks spaced 1" apart, resulting in 75% opacity, while the exterior side yard segment fronting Council Trail would use 3" planks spaced 3" apart, resulting in 50% opacity. (See Exhibit C – Fence Detail). Front yard fences are not permitted under current code; however, the applicant argues that the yard fronting Council Trail functions as an exterior side yard rather than a front yard, which would subject it to lower setback standards. Approximately 42 feet of the proposed fence falls within this claimed exterior side yard, set 1 foot off the public sidewalk.

As proposed, the fence would preserve the necessary sight triangles at the adjacent neighbor's driveway and at the nearest street corner. It would also be consistent with comparable exterior side yard fence configurations on other corner lots in the surrounding neighborhood.

RELAVENT CASES

The Petitioner submitted four comparable Planning and Zoning Commission cases involving corner lot fences along and near the Council Trail corridor, each of which was approved by the Commission:

- PZ-08-23 (900 Emerson Court, approved 4-0)
- PZ-09-19 (1 S. Busse Road, approved 5-0)
- PZ-10-23 (201 W. Council Trail, approved 4-0)
- PZ-03-22 (1650 W. Greenbriar Drive, approved 5-0)

PUBLIC COMMENT

The Petitioner submitted written approval from the adjacent neighbor at 107 E. Council Trail, the property most directly affected by the proposed fence layout, consenting to the proposed size, style, and location. No verbal or written objections have been received by Staff as of the date of this report.

Alternatives

A. Approval of the following motion:

"A conditional use to allow a 50% opaque fence at 109 E. Council Trail, including a portion within the yard fronting Council Trail, subject to the following conditions:

1. The conditional use applies only to the fence and gates as depicted on the submitted site plan and specifications attached as Exhibit A;
2. The fence shall maintain 50% opacity within 30 feet of the Council Trail Property Line;
3. The fence shall maintain a minimum 1-foot setback from the northern property line; and
4. The Petitioner shall obtain a building permit and construct the fence in full compliance with all other applicable Village codes."

B. Action at the discretion of the Planning and Zoning Commission.

Staff Recommendation

To approve a conditional use to allow a 50% opaque fence at 109 E. Council Trail, including a portion within the yard fronting Council Trail, subject to the conditions listed in the staff report.

Attachments

1. PZ-15-26 Staff Report
2. PZ-15-26 Admin Content_Redacted
3. PZ-15-26 Plans
4. PZ-15-26 Resolution



STAFF REPORT FROM THE DEPARTMENT OF Community Development

Jason Shallcross, AICP, CEcD
Director of Community Development

Charlie Hogan, AICP
Development Planner

DATE: July 2, 2026

CASE NUMBER

PZ-15-26

APPLICANT/PROPERTY OWNER

Anthony Albergo

PUBLIC HEARING DATE

July 09, 2026

PROPERTY ADDRESS/LOCATION

109 E Council Trail

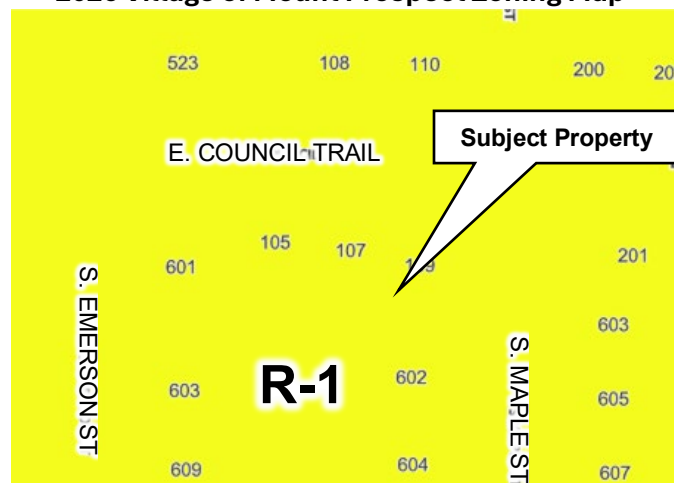
BRIEF SUMMARY OF REQUEST

The Petitioner, Anthony Albergo, is seeking conditional use approval to install a 5' tall, 50% opaque, scalloped wood picket fence at 109 E. Council Trail (the Subject Property), a corner lot at the intersection of Council Trail and Maple Street. A portion of the proposed fence is located in the yard fronting Council Trail, which is the legal front yard according to the Mount Prospect Village Code, but the applicant argues that the yard is functionally an exterior side yard. Previously requiring a variation, the request is filed as a conditional use under the text amendments adopted in Case No. PZ-01-26, which established relief from fence requirements in single-family residential districts as a conditional use decided by the Planning and Zoning Commission as final administrative authority. Staff is supportive of the conditional use request, subject to the conditions outlined below.

2026 Aerial Image



2026 Village of Mount Prospect Zoning Map



EXISTING ZONING
R-1 Single Family Residential

EXISTING LAND USE/SITE IMPROVEMENTS
Single Family Residential

SURROUNDING ZONING & LAND USE
North: R-1 Single Family Residential
East: R-1 Single Family Residential
South: R-1 Single Family Residential
West: R-1 Single Family Residential

SIZE OF PROPERTY
0.23 Acres

STAFF RECOMMENDATION

APPROVE

APPROVE WITH CONDITIONS

DENY

DISCUSSION OF PROPOSAL

BACKGROUND

The Subject Property was annexed into the village in 1954 and is improved with a one-story brick and stone single-family residence. The property is a corner lot with frontage on both Council Trail and Maple Street, totaling 0.23 acres. The Petitioner's existing fence currently encloses a narrow portion of the western interior side yard.

SUMMARY OF PROPOSAL

The Petitioner requests conditional use approval to extend the existing fence, enclosing a portion of the legal front yard, for a total length of approximately 250 linear feet (See Exhibit B – Site Plan for details). The fence would be 5 feet tall with a scalloped top profile throughout. Two different picket spacings are proposed depending on location: the backyard and interior side yard segments would be constructed with 3" planks spaced 1" apart, resulting in 75% opacity, while the exterior side yard segment fronting Council Trail would use 3" planks spaced 3" apart, resulting in 50% opacity. (See Exhibit C – Fence Detail). Front yard fences are not permitted under current code; however, the applicant argues that the yard fronting Council Trail functions as an exterior side yard rather than a front yard, which would subject it to lower setback standards. Approximately 42 feet of the proposed fence falls within this claimed exterior side yard, set 1 foot off the public sidewalk.

As proposed, the fence would preserve necessary sight triangles at the at the adjacent neighbor's driveway and at the nearest street corner. It would also be consistent with comparable exterior side yard fence configurations on other corner lots in the surrounding neighborhood.

RELAVENT CASES

The Petitioner submitted four comparable Planning and Zoning Commission cases involving corner lot fences along and near the Council Trail corridor, each of which was approved by the Commission:

- PZ-08-23 (900 Emerson Court, approved 4-0)
- PZ-09-19 (1 S. Busse Road, approved 5-0)
- PZ-10-23 (201 W. Council Trail, approved 4-0)
- PZ-03-22 (1650 W. Greenbriar Drive, approved 5-0).

PUBLIC COMMENT

The Petitioner submitted written approval from the adjacent neighbor at 107 E. Council Trail, the property most directly affected by the proposed fence layout, consenting to the proposed size, style, and location. No verbal or written objections have been received by Staff as of the date of this report.

AUTHORITY OF THE PLANNING AND ZONING COMMISSION

The Village Board adopted text amendments under Case No. PZ-01-26 on March 16, 2026, establishing "relief from fence requirements" in the R-X, R-1, and R-A single-family residential zoning districts as a conditional use. Pursuant to Section 14.203.F.6 of the Village Code as amended, the Planning and Zoning Commission hears and decides fence conditional use petitions in single-family residential districts as the final administrative authority; no further action by the Village Board is required for this case.

COMPREHENSIVE PLAN DESIGNATION

The Comprehensive Plan's Future Land Use Map designates the Subject Property as Single Family Residential, which includes detached single-family homes and customary accessory structures and improvements. The proposed fence extension is consistent with the residential character of the designation and represents a routine improvement to an existing single-family residence on a corner lot. The Petitioner's proposal is

consistent with the long-range goals of the Comprehensive Plan.

CONDITIONAL USE STANDARDS

The standards for a Conditional Use are listed in Section 14.203.F.8 of the Village Zoning Ordinance and include seven specific findings that must be made in order to approve a Conditional Use. The following is a summary of these findings:

- The proposed fence will not endanger public health or safety; the layout maintains visibility triangles greater than 30'x30' at the adjacent driveway and the Council Trail/Maple Street corner, and the fence is approximately 75% opaque rather than a solid barrier;
- The fence design, materials, and location are consistent with the surrounding neighborhood character, and the immediately adjacent neighbor has provided written support; no adverse impact on nearby property values is anticipated;
- The fence is a routine residential accessory improvement and will not impede the normal development or improvement of surrounding properties;
- The proposed fence requires no public utilities, access roads, or drainage facilities;
- The proposed fence will not affect vehicular traffic; the two 4-foot gates provide adequate pedestrian access without creating congestion on public streets;
- The request supports the continued residential use of the property and is consistent with the goals and policies of the Village's Comprehensive Plan; and
- The fence, as conditioned, will conform to all other applicable regulations of the R-1 zoning district, with the conditional use providing relief only from the exterior side yard fence standard that would otherwise apply to the approximately 42-foot segment fronting Council Trail.

STAFF RECOMMENDATION

Staff finds that the proposed conditional use request meets the applicable standards contained in the Mount Prospect Zoning Ordinance. Staff recommends that the Planning and Zoning Commission make a motion to adopt Staff's findings as the findings of the Planning and Zoning Commission and approve the following motion:

"A conditional use to allow a 50% opaque fence at 109 E. Council Trail, including a portion within the yard fronting Council Trail, subject to the following conditions:

1. The conditional use applies only to the fence and gates as depicted on the submitted site plan and specifications in Exhibits B and C of the staff report;
2. The fence shall maintain 50% opacity within 30 feet of the Council Trail Property Line;
3. The fence shall maintain a minimum 1-foot setback from the northern property line; and
4. The Petitioner shall obtain a building permit and construct the fence in full compliance with all other applicable Village codes."

The Planning and Zoning Commission's decision is final for this case.

ATTACHMENTS:

ADMINISTRATIVE CONTENT

(Zoning Request Application, Responses to Standards, etc...)

PLANS

(Plat of Survey, Site Plan, etc.)

OTHER

(Supplemental Information, Public Comments Received, etc...)

I concur:



Jason Shallcross, AICP, CEcD
Director of Community Development

Exhibit A
Standards and Findings of Fact

CONDITIONAL USE STANDARDS

Section 14.203.F.8 of the Village of Mount Prospect Zoning Ordinance provides that a Conditional Use shall conform to the following requirements:

1. That the establishment, maintenance, or operation of the conditional use will not be detrimental to, or endanger the public health, safety, morals, comfort, or general welfare;
2. That the conditional use will not be injurious to the uses and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood in which it is to be located;
3. That the establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district;
4. That adequate public utilities, access roads, drainage and/or necessary facilities have been or will be provided;
5. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets;
6. That the proposed conditional use is not contrary to the objectives of the current Comprehensive Plan for the Village; and
7. That the conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified pursuant to the recommendations of the Planning and Zoning Commission.

Petitioner's Findings: The Petitioner states that the proposed fence layout maintains visibility triangles greater than 30'x30' at the adjacent neighbor's driveway and at the nearest street corner, and that the fence's 50% opacity preserves adequate sightlines within the fenced area. The Petitioner further states that the fence design, materials, and location are compatible with the surrounding neighborhood, noting that similar configurations exist on other corner lots within several blocks along the Council Trail corridor. The immediately adjacent neighbor at 107 E. Council Trail has provided written approval of the proposed location and construction. The Petitioner states that the fence will not affect traffic, will not require any public utilities or drainage facilities, and will not impede the development of surrounding properties. The Petitioner contends the request is consistent with the Comprehensive Plan and with recent Planning and Zoning Commission approvals of comparable fence requests.

Staff's Findings: Staff has reviewed the Petitioner's request and finds that the standards have been met. The proposed fence is a routine residential accessory improvement that does not affect adjacent land uses, traffic, or public infrastructure. The 50% opacity standard applicable to the exterior side yard segment along Council Trail preserves meaningful sightlines from the public street. The immediately adjacent neighbor has expressed support, and no objections have been received. Staff's review of comparable cases — PZ-08-23, PZ-09-19, PZ-10-23, and PZ-03-22 — confirms that similar corner lot fence configurations have been approved by the Planning and Zoning Commission and are well-established in the surrounding neighborhood. The proposal is consistent with the Single Family Residential designation of the Comprehensive Plan's Future Land Use Map. Staff recommends approval of the Conditional Use request, subject to the conditions outlined above.

Exhibit B

Site Plan

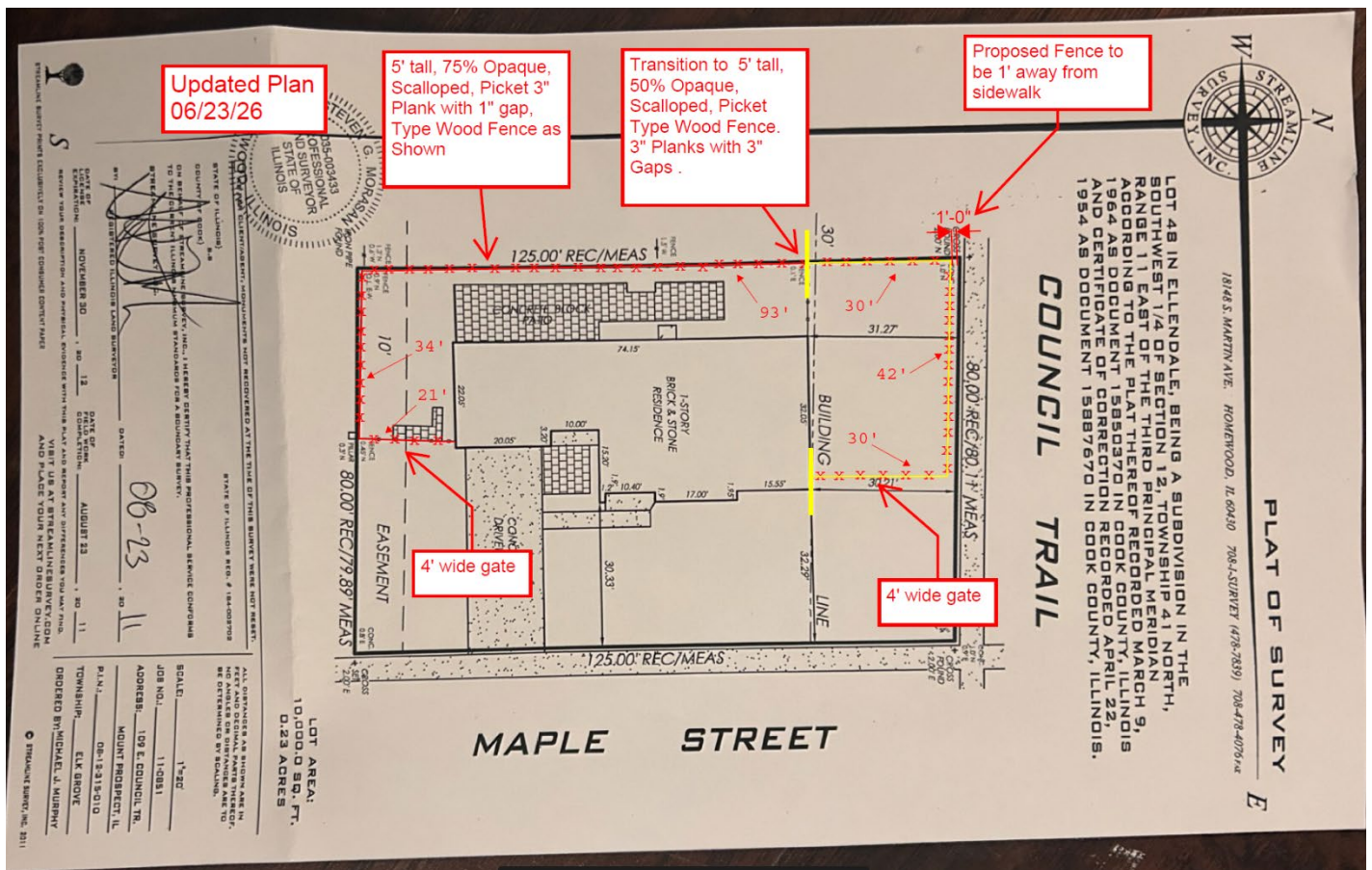
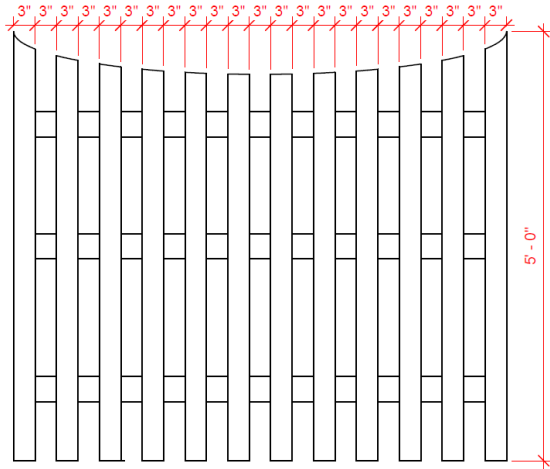
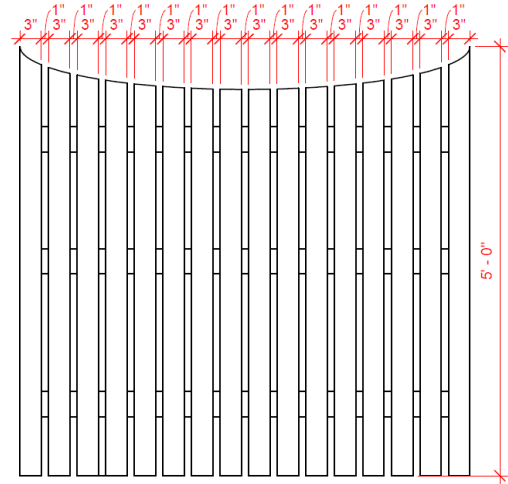


Exhibit C
Fence Detail



① EXTERIOR SIDE YARD - 3" PLANKS W/ 3" GAPS - 50% OPAQUE



② BACKYARD - 3" PLANKS W/ 1" GAP - 75% OPAQUE

SCALE: 1" = 1'-0"

No image found for
this file, click here to
upload an image.

 PERMIT PROJECT
FILE #: 26-003642

109 E COUNCIL TRL MOUNT PROSPECT IL 60056
PZ-15-26: 109 E COUNCIL TRL: CU: FOR FENCE IN FRONT YARD



PERMIT #: PZZ26-000014

Permit Type

Zoning Request Application

Subtype

Zoning Request



Work Description:

PZ-15-26: 109 E Council Trl: CU: for Fence in Front Yard



Applicant

Anthony Albergo



Status

Under Review



Valuation

0.00



FEES & PAYMENTS

Plan Check Fees

250.00

Permit Fees

0.00

Total Amount

250.00

Amount Paid

250.00

Balance Due

0.00



Non-Billable



PERMIT DATES

Application Date

06/04/2026

Approval Date

Issue Date:

Expiration Date:

Close Date

Last Inspection

NOTE

STOP! Have you had a Preliminary Meeting the the Planning Department? If Yes, continue, else, please call 847-818-5328 to schedule.

Summary of Proposal

Remove and replace majority sections of existing fence while extending new layout. The total fence will be approximately 250' in total length, 5' tall, Wood 4x4 Posts with Wood 1x6 Picket construction with 2" gaps //

CLICK HERE for Conditional Uses, Variations, Zoning Map and Text Amendments

Submission Requirements

Proof of Ownership

[Mortgage Deed.pdf](#)

[Trustee's Deed.pdf](#)



Please upload the Property Owner's Signature by downloading this attachment HERE

[Signed Property Ownership.pdf](#)



For Owner Affidavit CLICK HERE

Affidavit of Ownership (Notarized)

[Signed Affidavit of Ownership.pdf](#)



Paid Receipt of the most recent tax bill

[CookCountyPropertyTaxBill2025FirstInstallment.pdf](#)



Responses to applicable standards

[4_Standards Mark Up.pdf](#)



Plans

[Plat Option A.pdf](#)

[Quote - 2 inch gap.pdf](#)

[Fence Detail.pdf](#)

[PZ-15-26_UPDATE PER COMMENTS_6.23.26.pdf](#)



Legal Description

[Plat of Survey.pdf](#)

[Plat of Survey w Mark-Up.pdf](#)

[Legal Description.pdf](#)



Document indicating intent to buy or lease



Legal Notice

Address Labels

Buffer Map

Other

Council Trail Survey.pdf

Neighbor Mark-Up.pdf

Quote - 2 inch gap.pdf

Previous Zoning Approvals.pdf

Request Letter Updated.pdf

Signed Neighbor Approval Letter.pdf

PZ-15-26 Review Comments Response.pdf

ORDINANCE OR RESOLUTION

Ordinance or Resolution

Approval Ordinance or Resolution #

Approval Date

ZONING REQUEST(S) (Check all that apply)

☒ Conditional Use

Number of Conditional Uses
1

For
Fence

Type of Conditional Use
Individual lot single family request

☐ Variation(s)

☐ Zoning Map Amendment

☐ Zoning Text Amendment

☐ Other

I hereby affirm that all information provided herein and in all materials submitted in association with this application are true and accurate to the best of my knowledge.

Signature
Anthony Albergo

FEES					
FEE	DESCR	QUANTITY	AMOUNT	TOTAL	
Conditional Use Individual Lot Single Family Request Fee				250.00	

Plan Check Fees	250.00	
Permit Fees	0.00	
Total Fees	250.00	

 PAYMENTS

DATE	TYPE	REFERENCE	NOTE	RECEIPT #	RECEIVED FROM	AMOUNT	
06/08/2026	Credi	8164594151	PZZ2	61438	- Anthony	250.00	
Amount Paid						250.00	
Balance Due						0.00	



Village of Mount Prospect
Community Development Department
50 S. Emerson Street
Mount Prospect, Illinois 60056
Phone: (847) 818-5328

Affidavit of Ownership

COUNTY OF COOK)
)
STATE OF ILLINOIS)

I, ANTHONY ALBERGO, under oath, state that I am
(print name)

- ☐ the sole owner of the property
☒ an owner of the property
☐ an authorized officer for the owner of the property

commonly described as 109 E. Council Trail, Mount Prospect, IL 60056
(property address and PIN) PIN # 08-12-315-010-0000

and that such property is owned by ANTHONY ALBERGO as of this date.
(print name)


Signature

Subscribed and sworn to before

me this 4th day of

June, 2026.



Notary Public





Village of Mount Prospect
Community Development Department
50 S. Emerson Street
Mount Prospect, Illinois 60056
Phone: (847) 818-5328

Property Owner

☒ Check if Same as Applicant

Name: ANTHONY ALBERGO Corporation: _____

Address: 109 E. Council Trail

City, State, ZIP Code: Mount Prospect, IL 60056

Phone: [REDACTED] Email: [REDACTED]

In consideration of the information contained in this petition as well as all supporting documentation, it is requested that approval be given to this request. The applicant is the owner or authorized representative of the owner of the property. The petitioner and the owner of the property grant employees of the Village of Mount Prospect and their agent's permission to enter on the property during reasonable hours for visual inspection of the subject property.

I hereby affirm that all information provided herein and in all materials submitted in association with this application are true and accurate to the best of my knowledge.

Applicant: [REDACTED] Date: 6/4/26
(Signature)

ANTHONY ALBERGO
(Print or Type Name)

If applicant is not property owner:

I hereby designate the applicant to act as my agent for the purpose of seeking the zoning request(s) described in this application and the associated supporting material.

Property Owner: _____ Date: _____
(Signature)

(Print or Type Name)

TOTAL PAYMENT DUE		2025 First Installment Property Tax Bill - Cook County Electronic Bill						
By 07/01/26	\$0.00	Property Index Number (PIN)	Volume	Code	Tax Year	(Payable In)	Township	Classification
		08-12-315-010-0000	049	16016	2025	(2026)	Elk Grove	2-03
IF PAYING LATE, PLEASE PAY	07/02/2026 - 08/01/2026		08/02/2026 - 09/01/2026		09/02/2026 - 10/01/2026		LATE INTEREST IS 0.75% PER MONTH, BY STATE LAW	
	\$0.00		\$0.00		\$0.00			

TAXING DISTRICT DEBT AND FINANCIAL DATA

Your Taxing Districts	Money Owed by Your Taxing Districts	Pension and Healthcare Amounts Promised by Your Taxing Districts	Amount of Pension and Healthcare Shortage	% of Pension and Healthcare Costs Taxing Districts Can Pay
NORTHWEST MOSQUITO ABATEMENT DISTRICT	\$362,063	\$9,328,682	\$696,896	92.53%
METRO WATER RECLAMATION DIST OF GR CHGO	\$3,248,879,000	\$3,303,258,000	\$1,444,138,000	56.28%
MT PROSPECT PARK DISTRICT	\$34,898,393	\$37,295,507	\$2,280,399	93.89%
ARLINGTON HTS TWNSHP H S 214	\$88,467,507	\$302,199,024	\$0	100.91%
SCHOOL DISTRICT 57	\$34,439,368	\$32,331,582	\$11,520,617	64.37%
VILLAGE OF MT PROSPECT	\$160,211,518	\$405,111,078	\$129,548,371	68.02%
TOWN ELK GROVE	\$70,673	\$7,617,011	\$398,884	94.76%
FOREST PRESERVE DISTRICT OF COOK COUNTY	\$214,441,242	\$617,834,550	\$382,643,760	38.07%
COUNTY OF COOK	\$14,499,553,496	\$21,406,518,462	\$8,452,341,655	60.52%

TOTALS:	\$18,587,627,648	\$26,152,521,149	\$10,451,845,794	
---------	------------------	------------------	------------------	--

For a more in-depth look at government finances and how they affect your taxes, visit [cookcountytreasurer.com](https://www.cookcountytreasurer.com)

PAY YOUR TAXES ONLINE

Pay at [cookcountytreasurer.com](https://www.cookcountytreasurer.com) from your bank account or credit card.

IMPORTANT MESSAGES	TAX CALCULATOR		
	2024 TOTAL TAX		
	10,362.29		
	2025 ESTIMATE	X	55%
	2025 1st INSTALLMENT	=	5,699.27
	The First Installment amount is 55% of last year's total taxes. All exemptions, such as homeowner and senior exemptions, will be reflected on your Second Installment tax bill.		
PROPERTY LOCATION		MAILING ADDRESS	
109 E COUNCIL TRL MOUNT PROSPECT IL 60056		ANTHONY J ALBERGO 109 E COUNCIL TRAIL MT PROSPECT IL 60056-3830	

*** Please see 2025 First Installment Payment Coupon next page ***

2025 First Installment Property Tax Bill

Cook County Payment Coupon

Pursuant to Cook County Ordinance 07-O-68, if you are a mortgage lender, loan servicer, or agent of any entity within the meaning of 35 ILCS 200/20-12, you may not pay using a downloadable tax bill unless you pay the \$5 duplicate bill fee.

DETACH & INCLUDE WITH PAYMENT

TOTAL PAYMENT DUE		IMPORTANT PAYMENT MESSAGES		Property Index Number (PIN) 08-12-315-010-0000		T1LG Volume 049	
\$0.00 By 07/01/26 If paying later, refer to amounts above.		Cook County eBill Click to pay online Click to update Mailing Name/Address		Amount Paid		\$	
SN 0020250100 RTN 500001075 AN (see PIN) TC 008911							

00202501009081231501000006008911200

**This is an Official Downloadable Tax Bill Payment Coupon.
Please process this coupon along with payment presented.**

**COOK COUNTY TREASURER
PO BOX 805438
CHICAGO IL 60680-4116**



Standards

Conditional Use - No conditional use shall be recommended for approval by the planning and zoning commission unless it finds:

1. That the establishment, maintenance, or operation of the conditional use will not be detrimental to, or endanger the public health, safety, morals, comfort, or general welfare;

Safety

- **Community Safety:** The proposed layout provides a significantly greater than 30' x 30' visibility triangle between proposed fence and my adjacent neighbor's driveway. See provided illustration. Please note the fence proposed is not 100% opaque and there will be a level of visibility within the fenced area.
- **Community Safety:** The proposed layout provides a significantly greater than 30' x 30' visibility triangle between proposed fence and the nearest corner sidewalk intersection. See provided illustration. Please note the fence proposed is not 100% opaque and there will be a level of visibility within the fenced area.
- **Family Safety:** We are a full family of eight with six young children. We have three girls and three boys ranging from ages 2-11 years old. Our current fence only encompasses our very narrow back, west patio (less than 14' wide) and minimal side, south yard. There is minimal area for them play safely within the fence perimeter. Increasing the fence to the proposed area and style would greatly increase the amount of safe play area.

2. That the conditional use will not be injurious to the uses and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood in which it is to be located;

The fence design, location, and materials have been selected to be compatible with the surrounding neighborhood. The fence will be maintained in good condition and will not adversely affect adjacent properties. There are many within several blocks along our Council Trail corridor similar to the proposed fence. Please see Council Trail Survey showing similar layouts and fence styles along Council trail corridor provided. The immediate adjacent neighbor has provided written approval of the location and construction. Please see approval letter provided.

3. That the establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district;

The proposed fence will provide privacy, security, and safe containment for our children while allowing reasonable enjoyment of the property. This fence will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.

4. That adequate public utilities, access roads, drainage and/or necessary facilities have been or will be provided;

The proposed fence will not require any public utilities, access roads, drainage and/or any other necessary facilities.

5. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets;

The proposed fence will not affect traffic.

6. That the proposed conditional use is not contrary to the objectives of the current Comprehensive Plan for the Village; and

The proposed fence will be similar in layout and construction of many surrounding properties. There have been several recent P&Z case approvals for similar situations. Please note the case approval photos provided.

7. That the conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified pursuant to the recommendations of the Planning & Zoning Commission.

The final construction and location of the proposed fence will be agreed upon and installed in accordance with the recommendations of the Planning & Zoning Commission.



Village of Mount Prospect
Community Development Department
50 S. Emerson Street
Mount Prospect, Illinois 60056
Phone: (847) 818-5328

Affidavit of Ownership

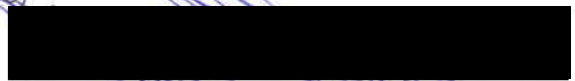
COUNTY OF COOK)
)
STATE OF ILLINOIS)

I, ANTHONY ALBERGO, under oath, state that I am
(print name)

- ☐ the sole owner of the property
☒ an owner of the property
☐ an authorized officer for the owner of the property

commonly described as 109 E. Council Trail, Mount Prospect, IL 60056
(property address and PIN) PIN # 08-12-315-010-0000

and that such property is owned by ANTHONY ALBERGO as of this date.
(print name)



Signature

Subscribed and sworn to before

me this 4th day of

June, 2026.



Notary Public



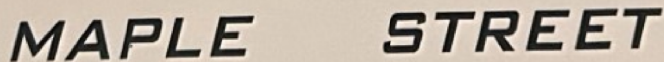
Legal Description

LOT 48 IN ELLENDALE, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED MARCH 9, 1954 AS DOCUMENT 15850370 IN COOK COUNTY, ILLINOIS AND CERTIFICATE OF CORRECTION RECORDED APRIL 22, 1954 AS DOCUMENT 15887670 IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 109 E. Council Trail, Mount Prospect, IL 60056

PERMANENT INDEX NO.: 08-12-315-010-0000

COUNCIL TRAIL



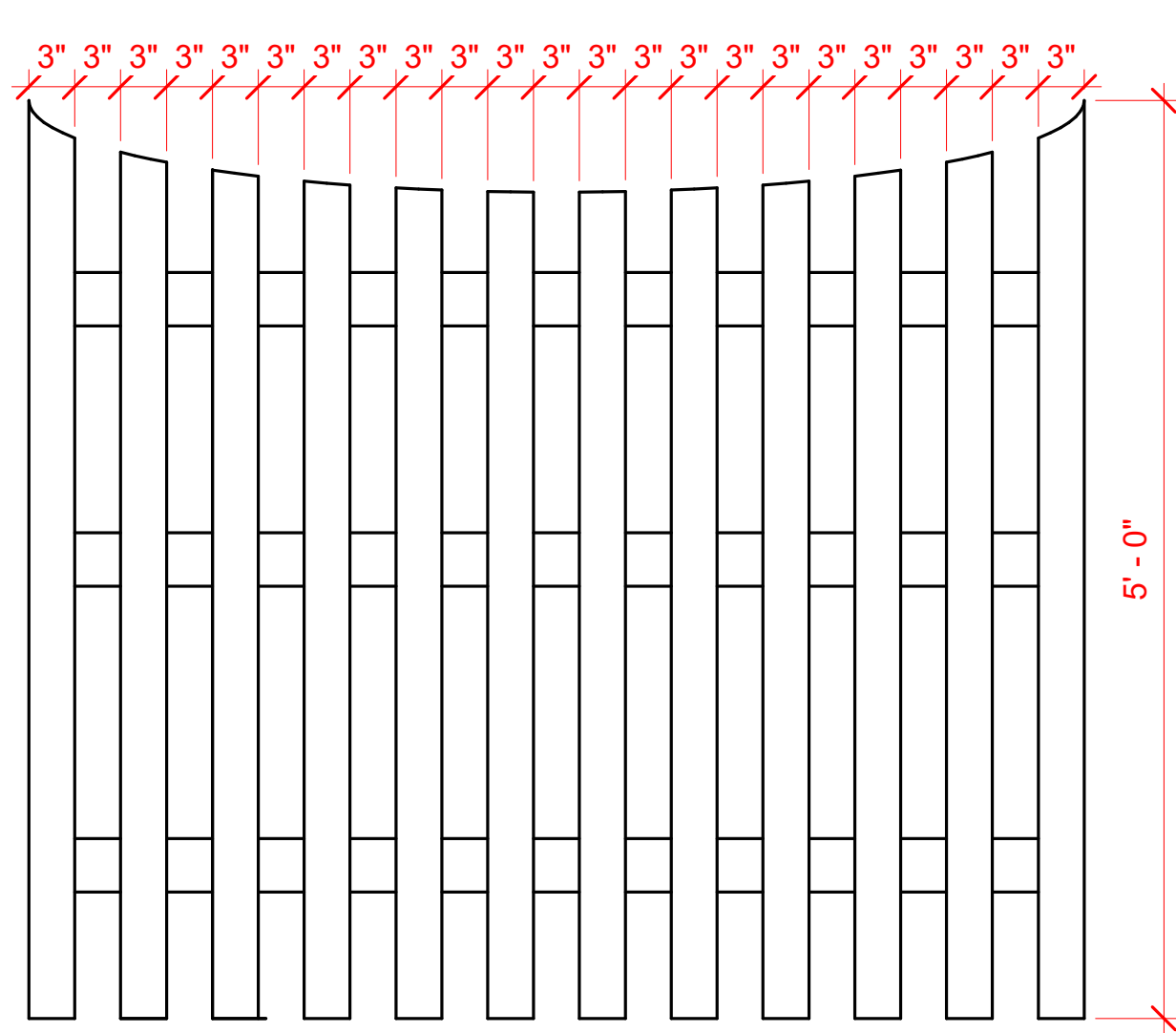
ALL DISTANCES AS SHOWN ARE IN FEET AND DECIMAL PARTS THEREOF. NO ANGLES OR DISTANCES ARE TO BE DETERMINED BY SCALING.

4' wide gate

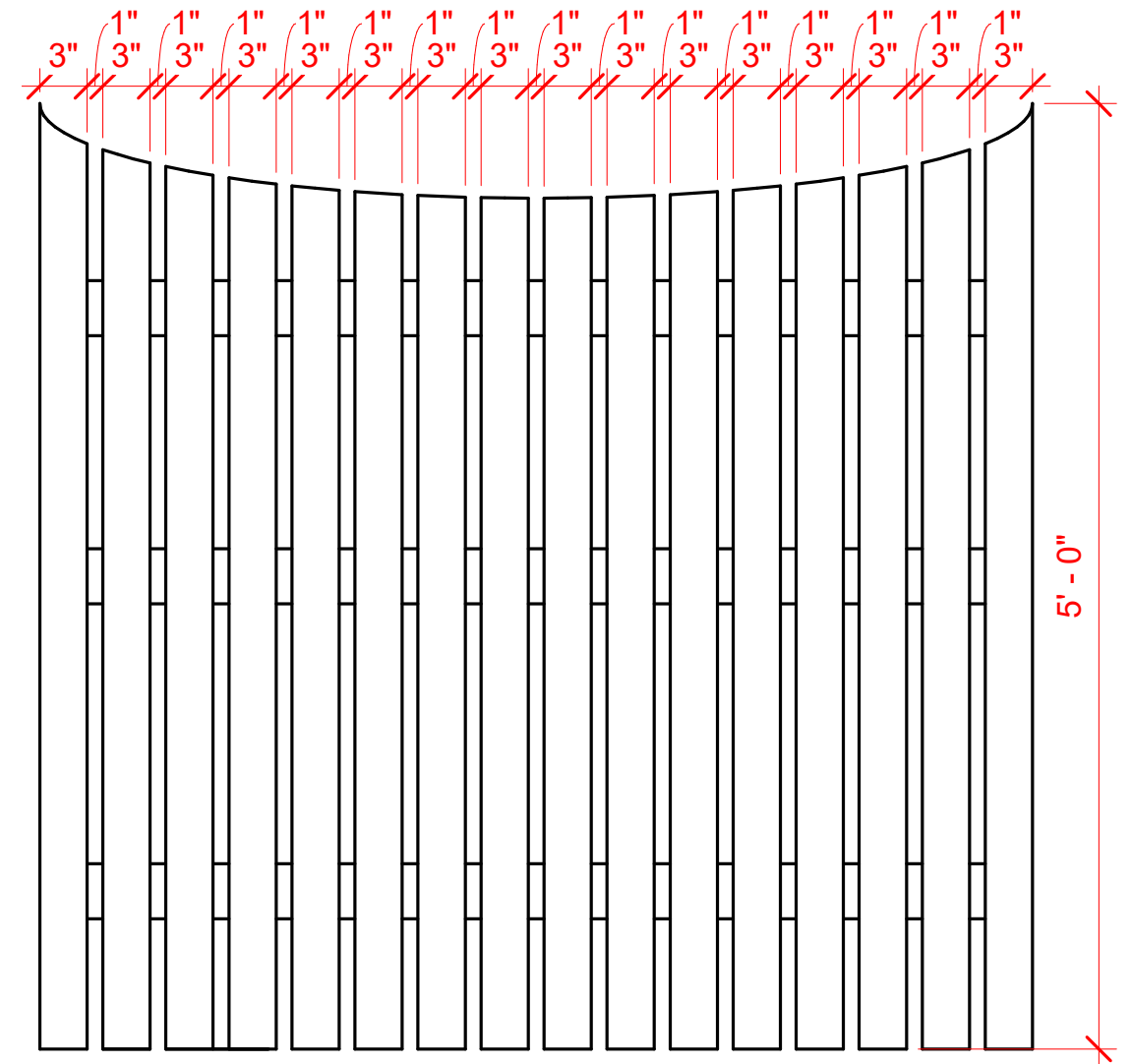
00-23

DATE OF FIELD WORK COMPLETION: AUGUST 23, 20 11

© STREAMLINE SURVEY, INC. 2011



① EXTERIOR SIDE YARD - 3" PLANKS W/ 3" GAPS - 50% OPAQUE



② BACKYARD - 3" PLANKS W/ 1" GAP - 75% OPAQUE

RESOLUTION APPROVING FINDINGS OF FACT
RESOLUTION NO. R-15-26

WHEREAS, Anthony Albergo (“Petitioner”) filed an application for a conditional use to allow a 50% opaque, scalloped wood picket fence, including a portion within the yard fronting Council Trail, for the property commonly known as 109 East Council Trail in the Village of Mount Prospect, Illinois and legally described as:

LOT 48 IN ELLENDALE, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED MARCH 9, 1954 AS DOCUMENT 15850370 IN COOK COUNTY, ILLINOIS AND CERTIFICATE OF CORRECTION RECORDED APRIL 22, 1954 AS DOCUMENT 15887670 IN COOK COUNTY, ILLINOIS.

PROPERTY INDEX NUMBER: 08-12-315-010-0000; and

WHEREAS, the Petitioner seeks a conditional use permit to allow a 50% opaque, scalloped wood picket fence, including a portion within the yard fronting Council Trail, at the property commonly known as 109 East Council Trail; and

WHEREAS, a public hearing was held on the conditional use request (designated as Case No. PZ-15-26) before the Planning & Zoning Commission in the Village of Mount Prospect, Illinois on July 9, 2026 pursuant to proper legal notice having been published in the Daily Herald newspaper on the 24th day of June, 2026; and

NOW, THEREFORE, the Planning & Zoning Commission does hereby grant a Conditional Use to allow a 50% opaque fence at the property commonly known as 109 East Council Trail, including a portion within the yard fronting Council Trail, as shown on the Site Plan and Fence Detail attached hereto as Exhibit A and Exhibit B, subject to the following conditions:

1. The conditional use applies only to the fence and gates as depicted on the submitted site plan and specifications in Exhibits A and B;
2. The fence shall maintain 50% opacity within 30 feet of the Council Trail property line;
3. The fence shall maintain a minimum 1-foot setback from the northern property line; and
4. The Petitioner shall obtain a building permit and construct the fence in full compliance with all other applicable Village codes.

Except for the conditional use granted herein, all other applicable Village of Mount Prospect, Illinois ordinances and regulations shall remain in full force and effect as to the subject property.

PASSED AND APPROVED the ____ day of _____, 2026 and effective five (5) days after this date, as provided for by Section 5.504.C of the Mount Prospect Code.

AYES:

NAYS:

ABSENT:

Joseph Donnelly, Chairperson
Planning & Zoning Commission

109 East Council Trail
PIN: 08-12-315-010-0000

Exhibit A

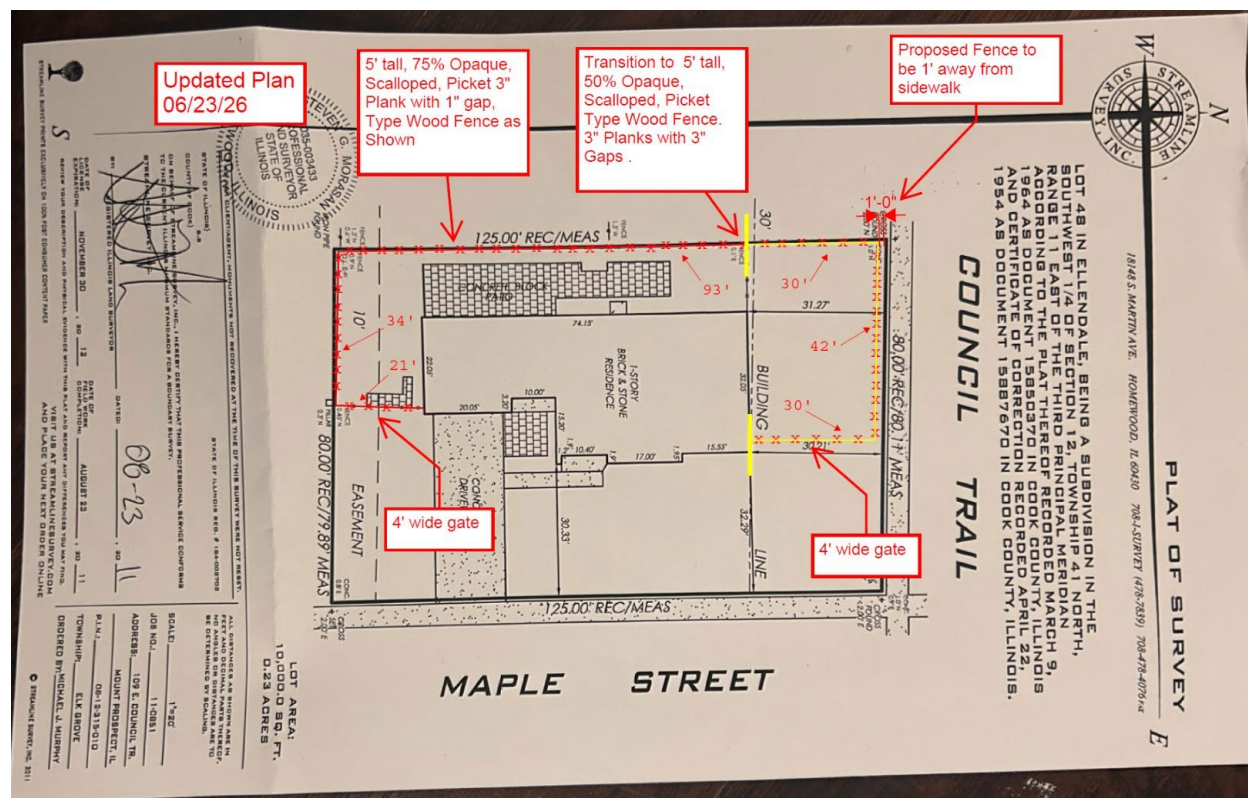
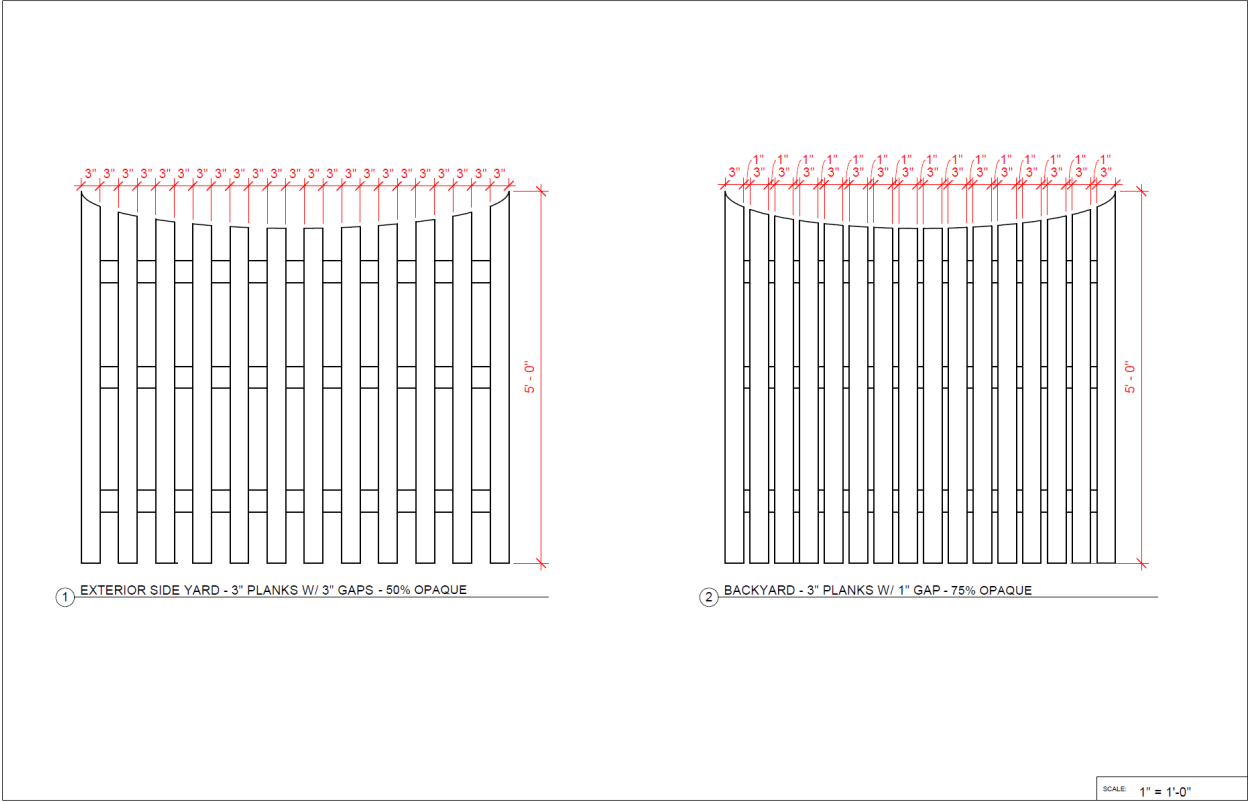


Exhibit B





Item Cover Page

Subject **PZ-12-26 / 1600 Bishop Court / CU: Major PUD Amendment / Village Board Final**

Meeting July 9, 2026 - REGULAR MEETING OF THE MOUNT PROSPECT PLANNING AND ZONING COMMISSION

Fiscal Impact (Y/N) N

Dollar Amount

Budget Source

Category NEW BUSINESS

Type Action Item

Information

The Petitioner (1600 Bishop Partnership LLC) is seeking conditional use approval to amend an existing Planned Unit Development (PUD) to construct a light industrial warehouse / office building and complete related site modifications at 1600 Bishop Court (the Subject Property). The proposal requires Village Board approval for a conditional use to amend the existing PUD. The proposal meets the requirements and standards related to the Village Code, and Staff is supportive of the request.

Discussion

BACKGROUND

The Subject Property is located at 1600 Bishop Court at the southwest corner of the intersection of Kensington and Wolf Roads. The Subject Property is zoned I-1 Limited Industrial District and is part of a Planned Unit Development (PUD) that was established in 1987 and subsequently amended in 1989. The project site is improved with an existing four-story, 96,000 square foot office building that was occupied by NTN USA Corporation from 1992 through 2025. Vehicular access is provided by an existing curb cut at the east end of Bishop Court (cul-de-sac) within the Kensington Business Center and cross access is provided between the Subject Property and the adjacent property to the south. The proposal requires conditional use approval for a major change to the PUD.

PROPOSAL

The Petitioner, 1600 Bishop Partnership LLC, proposes to demolish the existing office building and construct a single-story, 40-foot-tall, Class A, 97,605 square-foot industrial warehouse facility and related site improvements. According to the Petitioner's application, the proposed development is being constructed on a speculative basis and is intended to accommodate a broad range of industrial users, including light manufacturing, logistics and distribution, e-commerce fulfillment, and technology-enabled assembly operations. The submission includes an alternate site plan to accommodate a prospective tenant that has expressed interest in the property but has not finalized their site selection.

Site Plan

The primary site plan eliminates one of three existing access points, leaving the primary access at Bishop Court and one cross access to 1660 Feehanville Drive. The proposed building will measure 421 feet by 275 feet and 40 feet in height, with a gross floor area of +/- 97,605 square feet. The building will be set back 91.2 feet from Kensington Road and 40 feet from Wolf Road. Proposed total lot coverage is 79.0%.

The alternate site plan resembles the primary site plan, but with a smaller building, more parking, and a new curb cut onto Kensington Road for use by employee passenger vehicles. The alternate building measures 372 feet by 275 feet and 40 feet in height, with a gross floor area of +/- 92,343 square feet. The alternate building will be set back 91 feet from Kensington Road and 47 feet from Wolf Road. Proposed total lot coverage is 76.9%.

Elevations and Floorplans

The proposed building shell for the primary site plan has approximately 87,356 square feet dedicated to warehouse use (89.5%) and 10,249 square feet dedicated to office use (10.5%). The south side of the building will be able to accommodate up to 20 truck docks. The primary façade material is painted precast concrete, with punch windows and second-floor glazing at the corner storefronts to enhance visual interest. The brise-soleil/awning at the storefronts consist of fabricated architectural steel. The building will utilize internal downspouts, and no exposed roof drains will be located along Wolf or Kensington Roads.

The proposed building shell for the alternate site plan has approximately 82,647 square feet dedicated to warehouse use (89.5%) and 9,969 square feet dedicated to office use (10.5%). The elevations and materials proposed for the alternate building would be consistent with the primary building proposal.

Traffic and Parking

The primary site plan includes 92 parking stalls and up to 20 truck docks (2 drive-in and 18 elevated). Staff estimates 100 parking stalls will be needed to meet minimum off-street parking requirements for the proposed floor area dedicated to office and warehouse. Vehicular traffic would primarily access the site at the Bishop Court curb cut, with passenger vehicles directed to the west and north side of the site, and trucks directed to the south side of the site. The Petitioner is proposing modifications for the Bishop Court island to accommodate truck access to the site, including a mountable curb and a three-foot wide concrete band around the traffic circle. The Fire Department requires a fire lane on the east side of the building, which would be gated and signed for emergency vehicle use only. Staff finds that the primary site plan would route vehicular traffic into the Kensington Business Center in a manner consistent with existing traffic patterns and at a level acceptable for an industrial business park bound by major and minor arterial roads (Rand Road and Wolf Road, respectively).

The alternate site plan includes additional parking stalls and a new curb cut onto Kensington Road. The Petitioner depicts 150 parking stalls and up to 10 truck docks. Staff estimates 95 parking stalls would be needed to meet minimum off-street parking requirements for the alternate floorplan. The curb cut on Kensington Road would allow right-in-right-out access to the site and is intended for employee use only. This stretch of Kensington Road is under the jurisdiction of the Illinois Department of Transportation (IDOT) and a new curb cut would ultimately be subject to the approval of IDOT. To mitigate potential traffic concerns, the Village will accept the alternative site plan with access to Kensington under the following conditions: 1) the Subject Property may only be utilized for a pharmaceutical user; and 2) the Kensington Road access will be restricted to employee use only.

Landscaping

The Petitioner proposes to remove 29 trees to enable the construction of the new parking lot and fire lane. The Petitioner will preserve existing mature berm landscaping along Kensington and Wolf Road to the greatest extent possible, and proposes a mix of deciduous and evergreen trees and shrubs to fill in any gaps. The landscape plan depicts continuous landscaping of evergreen spruce and juniper varieties along the entire south lot line to screen the loading docks from view.

Other Departments

Public Works will require that the Bishop Court island be preserved as much as possible, maintaining the counter-clockwise traffic pattern. Any costs associated with changes to the pavement, curb, lighting, utilities, and trees will be the responsibility of the developer. Any work within the Kensington Road right-of-way will require an IDOT permit.

PUBLIC COMMENT

As of this writing, Staff has received one public comment submission, which is provided in the attachments. Staff also received one phone call from a resident.

STANDARDS AND FINDINGS

Staff finds that the proposal has incorporated adequate measures to safeguard public health, safety, morals, comfort, and general welfare. The proposed new building and site improvements will reactivate a vacant office property with an office / warehouse use appropriate for an industrial business park. Staff would evaluate any future building permit and business license applications to determine if the proposed user constitutes a permitted or conditional use in the I-1 district. Future users would be required to meet minimum performance standards related to noise, vibrations, smoke, fire hazard, toxic matter, odorous matter, and glare. The Petitioner is taking necessary steps to meet public utilities, access roads, and drainage requirements for local and state agencies. Staff finds that the primary site plan would route vehicular traffic into the Kensington Business Center in a manner consistent with existing traffic patterns and at a level acceptable for an industrial business park bound by major and minor arterial roads. The Village will only approve the alternate site plan under a narrow set of conditions that limit the type of user for the building and the type of vehicles that can use the Kensington Road curb cut. The proposal is consistent with the Village Comprehensive Plan strategy to support redevelopment of underutilized properties and encourage the attraction and retention of businesses in the community that build on and strengthen the mix of uses at the Kensington Business Center. Staff finds that the standards have been met and recommends approval of the conditional use request.

Alternatives

A. Approval of a conditional use to amend Ord. 3777 and Ord. 4065, known as the Planned Unit Development at the Northwest Corner of Wolf Road and Feehanville Drive in Kensington Center, to redevelop the property located at 1600 Bishop Court, Case No. PZ-12-26, subject to the conditions listed in the staff report.

B. Action at the discretion of the Planning and Zoning Commission.

Staff Recommendation

Approval of a conditional use to amend Ord. 3777 and Ord. 4065, known as the Planned Unit Development at the Northwest Corner of Wolf Road and Feehanville Drive in Kensington Center, to redevelop the property located at 1600 Bishop Court, Case No. PZ-12-26, subject to the conditions listed in the staff report.

Attachments

1. PZ-12-26 Staff Report
2. PZ-12-26 Administrative Content
3. PZ-12-26 Plans
4. PZ-12-26 1600 Bishop Ct_Review 2_06.18.26
5. PZ-12-26 Public Comment



DATE: July 2, 2026

CASE NUMBER

PZ-12-26

APPLICANT/PROPERTY OWNER

1600 Bishop Partnership LLC /
NTN USA Corporation

PUBLIC HEARING DATE

July 9, 2026

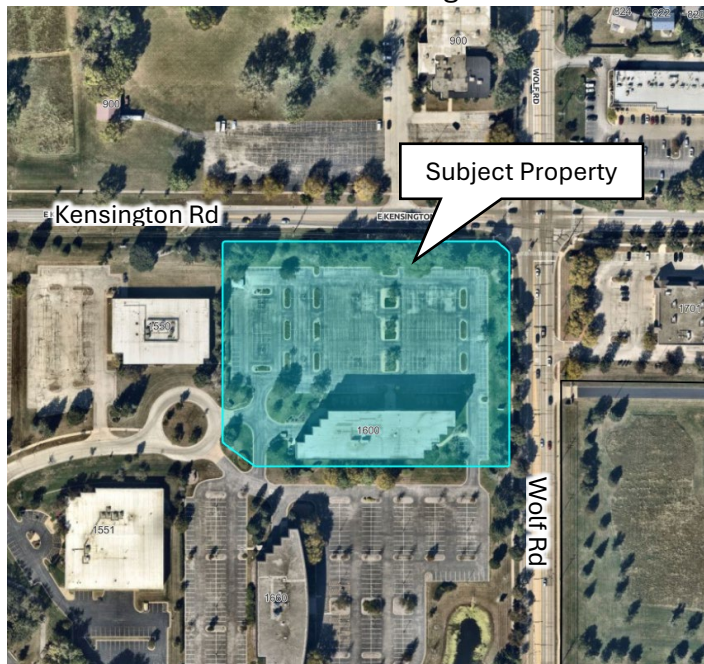
PROPERTY ADDRESS/LOCATION

1600 Bishop Court

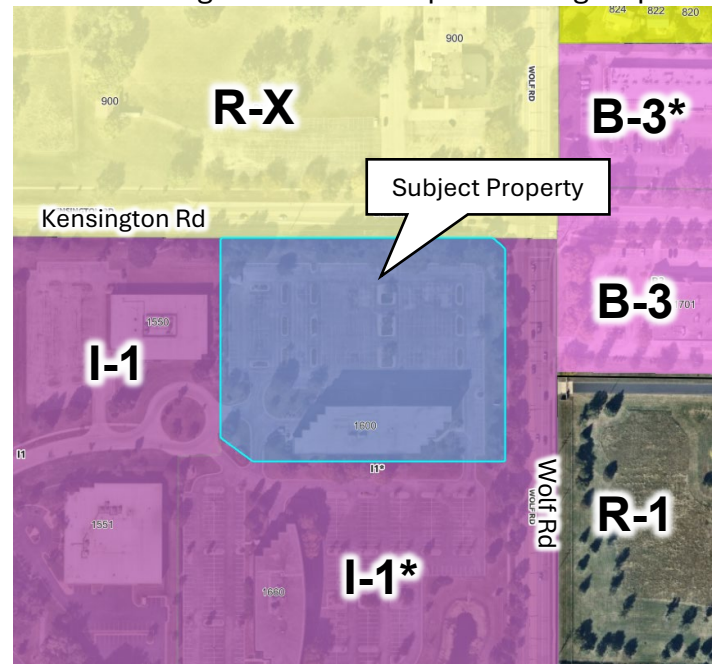
BRIEF SUMMARY OF REQUEST

The Petitioner (1600 Bishop Partnership LLC) is seeking conditional use approval to amend an existing Planned Unit Development (PUD) to construct a light industrial warehouse / office building and complete related site modifications at 1600 Bishop Court (the Subject Property). The proposal requires Village Board approval for a conditional use to amend the existing PUD. The proposal meets the requirements and standards related to the Village Code, and Staff is supportive of the request.

2026 Aerial Image



2026 Village of Mount Prospect Zoning Map



EXISTING ZONING

I-1 Limited
Industrial PUD

**EXISTING LAND USE/
SITE IMPROVEMENTS**

Vacant four-story office
building

SURROUNDING ZONING & LAND USE

North: R-X Single Family Residential
East: B-3 Community Commercial / R-1
Single Family Residential (Des Plaines)
South: I-1 Limited Industrial PUD
West: I-1 Limited Industrial

**SIZE OF
PROPERTY**

5.44 acres

STAFF RECOMMENDATION

APPROVE

APPROVE WITH
CONDITIONS

DENY

BACKGROUND / PROPERTY HISTORY

The Subject Property is located at 1600 Bishop Court at the southwest corner of the intersection of Kensington and Wolf Roads. The Subject Property is zoned I-1 Limited Industrial District and is part of a Planned Unit Development (PUD) that was established in 1987 and subsequently amended in 1989. The project site is improved with an existing four-story, 96,000 square foot office building that was occupied by NTN USA Corporation from 1992 through 2025. Vehicular access is provided by an existing curb cut at the east end of Bishop Court (cul-de-sac) within the Kensington Business Center and cross access is provided between the Subject Property and the adjacent property to the south. The proposal requires conditional use approval for a major change to the PUD.

PROPOSAL

The Petitioner, 1600 Bishop Partnership LLC, proposes to demolish the existing office building and construct a single-story, 40-foot-tall, Class A, 97,605 square-foot industrial warehouse facility and related site improvements. According to the Petitioner's application, the proposed development is being constructed on a speculative basis and is intended to accommodate a broad range of industrial users, including light manufacturing, logistics and distribution, e-commerce fulfillment, and technology-enabled assembly operations. The submission includes an alternate site plan to accommodate a prospective tenant that has expressed interest in the property but has not finalized their site selection.

The Village is reviewing the proposal for a building shell and site plan that is consistent with the requirements of the existing I-1 Limited Industrial zoning district. Approval of a PUD amendment would not constitute automatic approval of a future occupant. Staff would evaluate any future building permit and business license applications to determine if the proposed user constitutes a permitted or conditional use in the I-1 district. Future users would be required to meet minimum performance standards related to noise, vibrations, smoke, fire hazard, toxic matter, odorous matter, and glare listed in Village Code Section 14.2101.

Site Plan: The primary site plan eliminates one of three existing access points, leaving the primary access at Bishop Court and one cross access to 1660 Feehanville Drive. The proposed building will measure 421 feet by 275 feet and 40 feet in height, with a gross floor area of +/- 97,605 square feet. The building will be set back 91.2 feet from Kensington Road and 40 feet from Wolf Road. Passenger vehicle parking is proposed along the west and north side of the site. A 13-foot-wide fire lane is proposed on the east side of the site, with a gate on either end to restrict access. Truck docks will be located on the south side of the site, screened on either side by the south wings of the building. A trash enclosure will be built near the Bishop Court entrance. Proposed total lot coverage is 79.0%.

The alternate site plan resembles the primary site plan, but with a smaller building, more parking, and a new curb cut onto Kensington Road for use by employee passenger vehicles. The alternate building will measure 372 feet by 275 feet and 40 feet in height, with a gross floor area of +/- 92,343 square feet. The alternate building will be set back 91 feet from Kensington Road and 47 feet from Wolf Road. A smaller number of truck docks are proposed for the south side of the site, screened by a precast wall extending from the building. Proposed total lot coverage is 76.9%.

Table 1 provides a comparison of the required setbacks and lot coverage for the primary and alternate site plan.

Table 1: Setbacks and Lot Coverage Requirements

Bulk Regulation	Property	Code	Primary Site Plan	Alternate Site Plan
Minimum Required Yards				
Front	East (Wolf)	30'	40'	47'
Interior side	South	15'	75'	75'
Exterior side	North (Kensington)	30'	91.2'	91'
Rear yard	West	20'	77'	121'
Minimum Parking Lot Setbacks				
Front	East (Wolf)	10' (B-3 Mt Prospect) 30' (R-1 Des Plaines)	21.5' 21.5'	30' 30'
Interior side	South	10'	10'	10'
Exterior side	North (Kensington)	30' (R-X Mt Prospect)	40.7'	22.3'
Rear yard	West	10'	13'	14'
Max Lot Coverage	-	75%	79.0%	76.9%

Elevations and Floorplans: The proposed building shell for the primary site plan has approximately 87,356 square feet dedicated to warehouse use (89.5%) and 10,249 square feet dedicated to office use (10.5%). The south side of the building will be able to accommodate up to 20 truck docks. The primary façade material is painted precast concrete, with punch windows and second-floor glazing at the corner storefronts to enhance visual interest. The brise-soleil / awning at the storefronts consist of fabricated architectural steel. The building will utilize internal downspouts, and no exposed roof drains will be located along Wolf or Kensington Roads.

The proposed building shell for the alternate site plan has approximately 82,647 square feet dedicated to warehouse use (89.5%) and 9,969 square feet dedicated to office use (10.5%). The elevations and materials proposed for the alternate building would be consistent with the primary building proposal.

Traffic and Parking: The primary site plan includes 92 parking stalls and up to 20 truck docks (2 drive-in and 18 elevated). Staff estimates 100 parking stalls will be needed to meet minimum off street parking requirements for the proposed floor area dedicated to office and warehouse. Vehicular traffic would primarily access the site at the Bishop Court curb cut, with passenger vehicles directed to the west and north side of the site, and trucks directed to the south side of the site. The Petitioner is proposing modifications for the Bishop Court island to accommodate truck access to the site, including a mountable curb and a three-foot wide concrete band around the traffic circle. According to the Petitioner, this design would allow larger vehicles to maneuver more safely while maintaining the functionality and appearance of the traffic circle, consistent with the streetscape throughout the business park. The Fire Department requires a fire lane on the east side of the building, which would be gated and signed for emergency vehicle use only. Staff finds that the primary site plan would route vehicular traffic into the Kensington Business Center in a manner consistent with existing traffic patterns and at a level acceptable for a mixed-use business and industrial park bound by major and minor arterial roads (Rand Road and Wolf Road, respectively).

The alternate site plan includes additional parking stalls and a new curb cut onto Kensington Road. The Petitioner depicts 150 parking stalls and up to 10 truck docks. Staff estimates 95 parking stalls would be needed to meet minimum off street parking requirements for the alternate floorplan. The curb cut on Kensington Road would allow right-in right out access to the site and is intended for employee use only. This stretch of Kensington Road is under the jurisdiction of the Illinois Department of Transportation (IDOT) and a new curb cut would ultimately be subject to the approval of IDOT. To mitigate potential traffic concerns, the Village will accept the alternative site plan with access to

Kensington under the following conditions: 1) the Subject Property may only be utilized for a pharmaceutical user; and 2) the Kensington Road access will be restricted to employee use only.

Table 2 provides a comparison of the required minimum off street parking for the primary and alternate site plan.

Table 2: Parking Minimums

Use	Requirement	SF	Minimum
Primary Site Plan			
Warehouse	1/1500 SF GLA	87356	59
Office	4/1000 SF GLA	10249	41
		Total Required	100
		Total Provided	92
Alternate Site Plan			
Warehouse	1/1500 SF GLA	82647	56
Office	4/1000 SF GLA	9696	39
		Total Required	95
		Total Provided	150

Landscaping: The Petitioner proposes to remove 29 trees to enable the construction of the new parking lot and fire lane. The Petitioner will preserve existing mature berm landscaping along Kensington and Wolf Road to the greatest extent possible, and proposes a mix of deciduous and evergreen trees and shrubs to fill in any gaps. The landscape plan depicts continuous landscaping of evergreen spruce and juniper varieties along the entire south lot line to screen the loading docks from view. A four-foot (4') wide band of foundation landscaping is proposed for the north and east elevation of the building. Shade trees and live coverage will be added to parking lot islands throughout the site. The trash enclosure will be screened with six-foot (6') tall arborvitae. A fully compliant landscape plan, including a tree preservation plan and irrigation plan, will be required at the time of permit submittal.

Exterior Lighting: The Petitioner intends to install three light poles on the south side of the site and 14 wall mounted fixtures. All proposed fixtures are standard LED luminaires that are full cut-off with flat lenses. A fully compliant photometric plan will be required as part of building permit submittal.

Signage: The Petitioner intends to remove the existing monument sign on Wolf Road and refurbish the monument sign on Kensington Road. The elevations depict wall signage, however, no sign plans were submitted for review. Relief from the sign code is not part of the PUD request and any signage proposed for the Subject Property will be required to meet the standards in Chapter 7 of the Village Code.

Other Departments: Public Works will require that the Bishop Court island be preserved as much as possible, maintaining the counter-clockwise traffic pattern. Any costs associated with changes to the pavement, curb, lighting, utilities, and trees will be the responsibility of the developer. Any work within the Kensington Road right-of-way will require an IDOT permit.

PUBLIC COMMENT

As of this writing, Staff has received one public comment submission, which is provided in the attachments. Staff also received one phone call from a resident.

STANDARDS AND FINDINGS

The Planning and Zoning Commission shall review the standards and findings of fact outlined in **Exhibit A** and 1) accept them without changes, 2) accept them with changes, or 3) reject the findings. The Planning and Zoning Commission shall use the findings of fact to guide their recommendation to the Village Board.

STAFF RECOMMENDATION

Staff finds that the proposed conditional use meets the applicable standards contained in the Mount Prospect Zoning Ordinance. Staff requests that the Planning and Zoning Commission make a motion to adopt Staff's findings as the findings of the Planning and Zoning Commission and recommend **approval** of the following motion:

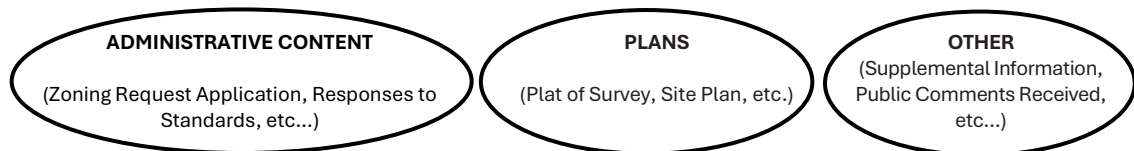
"A conditional use to amend Ord. 3777 and Ord. 4065, known as the Planned Unit Development at the Northwest Corner of Wolf Road and Feehanville Drive in Kensington Center, to redevelop the property located at 1600 Bishop Court, Case No. PZ-12-26, subject to the following conditions:

1. The Subject Property shall be developed in substantial conformance with the approved development plans which consist of the following (collectively the "Approved Plans"):
 - a. The Primary Site Plan, titled "Conceptual Site Plan," prepared by Ware Malcomb and dated June 25, 2026, depicting a speculative industrial building containing approximately 97,600 square feet of gross floor area;
 - b. "Concept Elevations," prepared by Ware Malcomb and dated June 25, 2026; and
 - c. "Overall Landscape Plan - Sheet L1.0," prepared by Kathryn Talty Landscape Architects and dated June 6, 2026;
2. The building wings or a precast wall shall extend at least as far south as the length of the truck docks to screen the dock area from Bishop Court and Wolf Road;
3. Continuous 6' evergreen landscaping shall be installed on the south lot line and the southernmost 75 feet of the east lot line to screen the loading docks from Wolf Road;
4. The developer shall make every effort to have minimal impact on the existing mature landscaping along Kensington Road and Wolf Road;
5. The Bishop Court island shall be preserved as much as possible maintaining the counter-clockwise traffic pattern, with final design subject to the approval of the Village Engineer;
6. The Alternate Site Plan, titled "Conceptual Site Plan," prepared by Ware Malcomb and dated June 25, 2026, depicting a speculative industrial building containing approximately 92,000 square feet of gross floor area, may be implemented instead of the Primary Site Plan provided the following additional conditions are satisfied:
 - a. The Subject Property may only be utilized for a pharmaceutical distribution center, pharmaceutical fulfillment center, pharmaceutical logistics facility, or another use primarily involving the warehousing and distribution of prescription medications and related health care products;
 - b. The developer shall design the Kensington Road entrance to restrict access for employee use only and prohibit car stacking onto Kensington Road, subject to the approval of the Village Engineer and the Illinois Department of Transportation (IDOT);
 - c. The developer shall make every effort to minimize parking lot encroachment on Kensington Road landscaping, including utilizing a retaining wall to maintain berm heights consistent with adjacent parcels along Kensington Road;

- d. Prior to issuance of a building permit for development pursuant to the Alternate Site Plan, the property owner or applicant shall submit documentation satisfactory to the Director of Community Development demonstrating that the proposed principal occupant will utilize the facility for one of the permitted uses identified herein;
 - e. Upon written determination by the Director of Community Development that the proposed occupant satisfies the requirements of this Section, development in accordance with the Alternate Site Plan shall be deemed consistent with this Planned Unit Development and may proceed without further amendment to this Ordinance; and
 - f. If the proposed occupant does not qualify as a pharmaceutical-related user, development of the property shall occur only in accordance with the approved Primary Site Plan unless a Planned Unit Development amendment is approved in accordance with the requirements of the Zoning Ordinance;
7. The developer shall address all comments included in the Village Review Letter dated June 18, 2026 prior to permit submittal;
 8. Prior to the issuance of a building permit, the following plans shall be in full compliance with the Village Code:
 - a. Photometric plan;
 - b. Landscaping plan; and
 - c. Sign plan;
 9. The development shall comply with all applicable development, fire, building, and other Village Codes and regulations; and
 10. Except for the amendment to the Planned Unit Development request granted herein, all other applicable Village of Mount Prospect, Illinois ordinances and regulations shall remain in full force and effect as to the Subject Property.

The Village Board's decision is final for this case.

ATTACHMENTS:



I concur:

Jason C Shallcross, AICP, CEcD
Director of Community Development

Exhibit A
Standards and Findings of Fact

CONDITIONAL USE STANDARDS

Section 14.203.F.8 of the Village of Mount Prospect Zoning Ordinance provides that a Conditional Use shall conform to the following requirements:

1. That the establishment, maintenance, or operation of the conditional use will not be detrimental to, or endanger the public health, safety, morals, comfort, or general welfare;
2. That the conditional use will not be injurious to the uses and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood in which it is to be located;
3. That the establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district;
4. That adequate public utilities, access roads, drainage and/or necessary facilities have been or will be provided;
5. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets;
6. That the proposed conditional use is not contrary to the objectives of the current comprehensive plan for the village; and
7. That the conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified pursuant to the recommendations of the planning and zoning commission.

Petitioner's Findings: The Petitioner states that the site plan incorporates appropriate setbacks, landscaping, screening, lighting controls, and operational considerations intended to minimize impacts on adjacent properties and preserve surrounding property values. The Petitioner notes that the proposal will support the normal and orderly development of the surrounding area by providing a high-quality industrial facility consistent with the established development pattern and zoning intent of the KBC. The Petitioner contends that the project represents an appropriate and productive use of the property that will contribute to the economic vitality of Mount Prospect. The Petitioner states that the site has been designed with adequate ingress and egress points to ensure safe and efficient vehicular circulation while minimizing traffic congestion on surrounding public streets, and that internal circulation, loading areas, and parking facilities have been planned to accommodate anticipated traffic volumes and operational needs. The Petitioner asserts that the proposed conditional use is consistent with the goals and objectives of the Village's Comprehensive Plan, including promoting appropriate industrial and employment-generating development in designated areas with access to necessary infrastructure and transportation networks.

Staff's Findings: Staff finds that the proposal has incorporated adequate measures to safeguard public health, safety, morals, comfort, and general welfare. The proposed new building and site improvements will reactivate a vacant office property with an office / warehouse use appropriate for an industrial business park. Staff would evaluate any future building permit and business license applications to determine if the proposed user constitutes a permitted or conditional use in the I-1 district. Future users would be required to meet minimum performance standards related to noise, vibrations, smoke, fire hazard, toxic matter, odorous matter, and glare. The Petitioner is taking necessary steps to meet public utilities, access roads, and drainage requirements for local and state agencies. Staff finds that the primary site plan would route vehicular traffic into the Kensington Business Center in a manner

consistent with existing traffic patterns and at a level acceptable for an industrial business park bound by major and minor arterial roads. The Village will only approve the alternate site plan under a narrow set of conditions that limit the type of user for the building and the type of vehicles that can use the Kensington Road curb cut. The proposal is consistent with the Village Comprehensive Plan strategy to support redevelopment of underutilized properties and encourage the attraction and retention of businesses in the community that build on and strengthen the mix of uses at the Kensington Business Center. Based on the information submitted, the surrounding uses, and the proposed development's compliance with the Village's zoning ordinance and long-range planning documents, Staff finds that the standards have been met and recommends approval of the conditional use request.

GENERAL PLANNED UNIT DEVELOPMENT STANDARDS

Section 14.504.A of the Village of Mount Prospect Zoning Ordinance provides that a Planned Development shall conform to the following requirements:

1. Except as modified by and approved in the final Planned Unit Development plan, the proposed development complies with the regulations of the district or districts in which it is to be located.
2. The principal use in the proposed Planned Unit Development is consistent with the recommendations of the Comprehensive Plan of the Village for the area containing the subject site.
3. The proposed Planned Unit Development is in the public interest and is consistent with the purposes of this zoning ordinance.
4. The streets have been designed to avoid:
 - a. Inconvenient or unsafe access to the Planned Unit Development;
 - b. Traffic congestion in the streets which adjoin the Planned Unit Development;
 - c. An excessive burden on public parks, recreation areas, schools, and other public facilities which serve or are proposed to serve the Planned Unit Development.

Petitioner's Findings: The Petitioner asserts that the development will provide substantial investment into the community through construction of a modern industrial facility, creation of employment, expansion of the local tax base, and improvement of an underutilized property. The Petitioner states that the proposed site layout and access points have been designed to provide safe and efficient ingress and egress for employees, visitors, deliveries, and emergency services. Access to the site will be provided via Bishop Court and has been designed to support safe vehicular circulation throughout the development. The Petitioner contends that the development is not anticipated to create significant traffic congestion on adjoining roadways. The Petitioner states that the internal circulation, truck maneuvering, loading areas, and employee parking have been designed to efficiently accommodate projected traffic associated with the proposed use.

Staff's Findings: The proposed speculative industrial building and site improvements will conform to the requirements of the I-1 zoning district except as noted in the Staff report. Staff finds that an office / warehouse building in the Kensington Business Center is consistent with the Comprehensive Plan vision for the area and that any future users must meet the requirements of permitted or conditional uses in the I-1 zoning district before approval of a building permit and business license. The proposal is in the public interest as it replaces an outdated, vacant office building with an attractive Class A industrial product. Staff finds that the proposal has been designed to provide safe access to the PUD, prevent traffic congestion in the streets which adjoin the PUD, and will not burden public parks, recreation areas, schools, and other public facilities which serve the PUD.

STANDARDS FOR PLANNED UNIT DEVELOPMENTS WITH OTHER EXCEPTIONS

Section 14.504.C of the Village of Mount Prospect Zoning Ordinance provides that a Planned Development which does not comply with the requirements of the underlying zoning district's regulations governing lot area, lot width, bulk regulations, parking and sign regulations, or which require modification of the subdivision design standards shall conform to the following requirements:

1. Any reduction in the requirements of this chapter is in the public interest.
2. The proposed exceptions would not adversely impact the value or use of any other property.
3. Such exceptions are solely for the purpose of promoting better development which will be beneficial to the residents or occupants of the planned unit development as well as those of the surrounding properties.
4. In residential planned unit developments the maximum number of dwelling units allowed per acre shall not exceed forty eight (48) units per acre for developments incorporating senior housing or assisted living facilities.
5. All buildings are to be located within the planned unit development in such a way as to dissipate any adverse impact on adjoining buildings and shall not invade the privacy of the occupants of such buildings and shall conform to the following:
 - a. The front, side or rear yard setbacks on the perimeter of the development shall not be less than that required in the abutting zoning district(s) or the zoning district underlying the subject site, whichever is greater.
 - b. All transitional yards and transitional landscape yards of the underlying zoning district are complied with.
 - c. If required transitional yards and transitional landscape yards are not adequate to protect the privacy and enjoyment of property adjacent to the development, the Planning and Zoning Commission shall recommend either or both of the following requirements:
 - i. All structures located on the perimeter of the PUD must be set back by a distance sufficient to protect the privacy and amenity of adjacent existing uses;
 - ii. All structures located along the entire perimeter of the planned unit development must be permanently screened with sight proof screening in a manner which is sufficient to protect the privacy and amenity of adjacent existing uses.
 - d. The area of open space provided in a planned unit development shall be at least that required in the underlying zoning district.

Petitioner's Findings: The Petitioner asserts that 78% impervious coverage is in the public interest as it allows for a more efficient industrial site layout while still providing appropriate landscaping, parking, and circulation. The Petitioner states that the requested exception is intended solely to accommodate an efficient and functional industrial site design while supporting high-quality development standards. The Petitioner notes that the proposal complies with applicable yard setbacks, transitional yards, and transitional landscape yards. The Petitioner states that landscaping and screening will be provided and/or preserved as required by Village standards.

Staff's Findings: Staff notes that the proposal does not fully conform to lot coverage, off street parking, and parking lot setbacks, however, Staff finds the reductions are reasonable and in the public interest. Staff believes that the proposed exceptions will not adversely affect the value or use of adjoining properties, and are solely for the purpose of attracting a high-quality, contemporary user to the industrial business park. The Village is requiring the Petitioner to maintain existing mature landscape berms to the extent possible; provide continuous evergreen screening along the south property line; and ensure that the loading docks are screened on the sides by the building wings or by a pre-cast wall.



Village of Mount Prospect
Community Development Department
50 S. Emerson Street
Mount Prospect, Illinois 60056
Phone: (847) 818-5328

Zoning Request Application

Official Use Only (To be completed by Village Staff)

Case Number: PZZ26-000011 **PZ-12-26** Date of Submission: 04/10/2026 Hearing Date: **7/9/26**
Project Name/Address: PZ-12-26 1600 Bishop Ct (Major PUD Amendment)

I. Subject Property

Address(es): 1600 Bishop Ct
Zoning District(s): I1* Property Area (SqFt and/or Acreage): _____
Parcel Index (PIN(s)): 03-35-200-061-0000

II. Zoning Request(s) (Check all that apply)

- ☒ Conditional Use: For PUD Amendment (Major)
☐ Variation(s): To _____
☐ Zoning Map Amendment: Rezone From _____ To _____
☐ Zoning Text Amendment: Section(s) _____
☐ Other: _____

III. Summary of Proposal (use separate sheet if necessary)

The subject property is located at 1600 Bishop Court at the southwest corner of the intersection of Kensington and Wolf Roads. The subject property is zoned I-1 Limited Industrial District and is part of a planned unit development (PUD) that was established in 1987 and subsequently amended in 1989. The project site is improved with an existing 4-story, 96,000 SF-square-foot office building that was previously occupied by NTN USA Corporation. A 1989 plat indicates that the subject property is Lot 807 in Kensington Center – Resubdivision 28. Vehicular access is provided by an existing curb cut at the east end of Bishop Court (cul-de-sac) within the Kensington Business Center and cross access is provided between the subject property and the adjacent property to the south. The applicant seeks guidance on the approval process for the subject property which includes the demolition of the existing office building and the construction of a single-story, 40-foot-tall, Class A, 98,430 square-foot industrial warehouse facility and related site improvements. A user has not yet been identified.

IV. Applicant (all correspondence will be sent to the applicant)

Name: Christopher Coleman Corporation: Wingspan Development Group
Address: _____
City, State, ZIP Code: _____
Phone: [REDACTED] Email: [REDACTED]
Interest in Property: _____

V. Property Owner

☐ Check if Same as Applicant

Name: N T N Usa Corporation Corporation: _____
Address: 1600 Bishop Ct
City, State, ZIP Code: Mount Prospect, IL 60056
Phone: _____ Email: _____

In consideration of the information contained in this petition as well as all supporting documentation, it is requested that approval be given to this request. The applicant is the owner or authorized representative of the owner of the property. The petitioner and the owner of the property grant employees of the Village of Mount Prospect and their agent's permission to enter on the property during reasonable hours for visual inspection of the subject property.

I hereby affirm that all information provided herein and in all materials submitted in association with this application are true and accurate to the best of my knowledge.

Applicant: [ZoningPermit::9724::79799_WIDTH=0PX_HEIGHT=0PX] Date: _____

(Print or Type Name) Christopher Coleman

If applicant is not property owner:

I hereby designate the applicant to act as my agent for the purpose of seeking the zoning request(s) described in this application and the associated supporting material.

Property Owner: _____ Date: _____

(Print or Type Name) _____



Village of Mount Prospect
Community Development Department
50 S. Emerson Street
Mount Prospect, Illinois 60056
Phone: (847) 818-5328

Property Owner	
☐ Check if Same as Applicant	
Name: _____	Corporation: <u>NTN USA Corporation</u>
Address: <u>1501 E. Woodfield Rd, Suite 400E</u>	
City, State, ZIP Code: <u>Schaumburg, Illinois 60173</u>	
Phone: <u> </u>	Email: <u> </u>

In consideration of the information contained in this petition as well as all supporting documentation, it is requested that approval be given to this request. The applicant is the owner or authorized representative of the owner of the property. The petitioner and the owner of the property grant employees of the Village of Mount Prospect and their agent's permission to enter on the property during reasonable hours for visual inspection of the subject property.

I hereby affirm that all information provided herein and in all materials submitted in association with this application are true and accurate to the best of my knowledge.

Applicant: *Christopher Coleman* Date: 4/10/2026
(Signature)

CHRISTOPHER COLEMAN
(Print or Type Name) PRESIDENT FOC

If applicant is not property owner:

I hereby designate the applicant to act as my agent for the purpose of seeking the zoning request(s) described in this application and the associated supporting material.

Property Owner: *K. Janado* Date: 4/9/2026
(Signature)

Kensuke Janado
(Print or Type Name)



June 25th, 2026

Mount Prospect Community Development Department
50 S Emerson Street
Mount Prospect, IL 60056

Dear Mount Prospect Community Development Department,

1600 Bishop, LLC, on behalf of the Nicholas Family of Companies (FOC) and 8th Street Partners, respectfully submits this Narrative of Operations and supporting materials for a Zoning Request Application for 1600 Bishop Court.

The Nicholas Family of Companies and 8th Street Partners are partnering to redevelop the site with a 97,605-square-foot Class A industrial building within the Kensington Business Park. The 5.4-acre site currently contains a vacant office building constructed in the 1990s, which will be demolished to accommodate the new facility.

The proposed development is being constructed on a speculative basis and is intended to accommodate a broad range of industrial users, including light manufacturing, logistics and distribution, e-commerce fulfillment, and technology-enabled assembly operations. The building's design and strategic location within the Kensington Business Park position it to serve companies seeking high-quality industrial space with efficient access to regional transportation infrastructure and a skilled, diverse labor force. Prospective tenants may include local and regional firms pursuing expansion opportunities, as well as national users seeking well-located infill facilities to support last-mile distribution networks. The development is anticipated to generate employment opportunities across a range of skill levels while further enhancing the Village of Mount Prospect's industrial base and contributing to its overall tax revenues.

As part of this submission, we have included an alternate site plan that provides flexibility to accommodate a prospective tenant with whom we have had ongoing discussions regarding a potential build-to-suit opportunity. Due to the confidential nature of these discussions, the tenant cannot be disclosed at this time. While our primary intent remains to proceed with the development as proposed, the alternate plan allows us to respond to this opportunity should it come to fruition. This approach preserves flexibility for the site while ensuring the project can continue moving forward under the current development plan.

One other change we'd like to note is the proposed reconfiguration of the Bishop Court island. To improve truck access and maneuverability, we are proposing a mountable curb along with a 3-foot-wide concrete band around the entire traffic circle. This design will allow larger vehicles to track over the perimeter when necessary while maintaining the functionality and appearance of the traffic circle. The



overall circular configuration of the island will remain unchanged, preserving the character and consistency of the streetscape throughout the business park.

The building will be developed, constructed, and operated through a coordinated approach between all project partners. Wingspan Development Group (an FOC entity) and 8th Street Partners will serve as co-developers, overseeing the project from planning through completion. Nicholas & Associates (an FOC entity) will act as general contractor, managing all aspects of construction. Papago Management (an FOC entity) will handle property management, including maintenance, site operations, and tenant communication. Colliers will provide leasing services, ensuring a strong lease-up and tenant profile. Ware Malcomb is the project architect, and Spaceco is providing engineering services.

The property will be maintained at a high level, as Nicholas has owned or currently owns a dozen properties totaling more than one million square feet within Mount Prospect, many of which are in the Kensington Business Park.

We look forward to working collaboratively with the city and staff throughout the review and approval process of this Zoning Request Application and overall redevelopment.

Thank you,

A handwritten signature in blue ink, reading "Christopher Coleman". The signature is fluid and cursive, with the first name "Christopher" and last name "Coleman" clearly visible.

Christopher Coleman

President

Nicholas Family of Companies



Village of Mount Prospect
Community Development Department
50 S. Emerson Street
Mount Prospect, Illinois 60056
Phone: (847) 818-5328

Affidavit of Ownership

COUNTY OF COOK)
)
STATE OF ILLINOIS)

I, Kensuke Janado, under oath, state that I am
(print name)

- ☐ the sole owner of the property
☐ an owner of the property
☒ an authorized officer for the owner of the property

commonly described as 1600 Bishop Court, Mount Prospect, Illinois
(property address and PIN) PIN 03-35-200-061-0000

and that such property is owned by NTN USA Corporation as of this date.
(print name) Kensuke Janado

K. Janado
Signature

Subscribed and sworn to before

me this 9th day of

April, 2026.

Grace Lehner
Notary Public



ALTA COMMITMENT FOR TITLE INSURANCE

issued by:



CHICAGO TITLE INSURANCE COMPANY

Commitment Number:

26001522NS

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Chicago Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

ORIGINATING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Chicago Title Company, LLC 1701 Golf Road, #1-101 Rolling Meadows, IL 60008 Main Phone: (847)758-4800 Email: ctrollingmeadows@ctt.com	Chicago Title and Trust Company 1701 Golf Road, 1-ste-101 Rolling Meadows, IL 60008-4227 Main Phone: (847)758-4800 Main Fax: (847)758-4750

Issued By: Chicago Title Company, LLC
1701 Golf Road, #1-101
Rolling Meadows, IL 60008

Order Number: 26001522NS

Property Ref.: 1600 Bishop Court, Mount Prospect, IL 60056

SCHEDULE A

1. Commitment Date: February 17, 2026
2. Policy to be issued:
 - (a) ALTA Owner's Policy 2021

Proposed Insured: 1600 Bishop Partnership, LLC, a Delaware limited liability company
 Proposed Amount of Insurance: \$4,200,000.00
 The estate or interest to be insured: Fee Simple
 - (b) ALTA Loan Policy 2021

Proposed Insured: Lender with a contractual obligation under a loan agreement with the
 Proposed Insured, its successors and/or assigns as their respective interests
 may appear
 Proposed Amount of Insurance: \$10,000.00
 The estate or interest to be insured: Fee Simple
3. The estate or interest in the Land at the Commitment Date is:
Fee Simple
4. The Title is, at the Commitment Date, vested in:
[NTN USA Corporation, a Delaware corporation](#)
5. The Land is described as follows:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

END OF SCHEDULE A

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



EXHIBIT "A"
Legal Description

LOT 807 IN KENSINGTON CENTER-RESUBDIVISION 28 IN PART OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF DATED JANUARY 10, 1990 AS DOCUMENT NUMBER [3852830](#)

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



SCHEDULE B, PART I - Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
6. **The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's Policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.**
7. Be advised that the "good funds" of the title insurance act (215 ILCS 155/26) became effective 1-1-2010. This act places limitations upon the settlement agent's ability to accept certain types of deposits into escrow. Please contact your local Chicago Title office regarding the application of this new law to your transaction.
8. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois notary public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.
9. The Company may pay current year Cook County taxes when furnished an original tax bill at or before the time the Company is requested to make payments. If an original tax bill is not furnished, the Company will pay current taxes via ACH payment, which results in an additional \$8.00 duplicate tax bill fee payable to Cook County and collected from the taxpayer at closing.
10. Note: The land lies within a county which is subject to the Predatory Lending Database Act (765 ILCS 77/70 et seq. as amended). A Certificate of Compliance with the act or a Certificate of Exemption therefrom must be obtained at time of closing in order for the Company to record any insured mortgage. If the closing is not conducted by the company, a certificate of compliance or a certificate of exemption must be attached to any mortgage to be recorded.

Note: for Cook, Kane, Will and Peoria counties, the act applies to mortgages recorded on or after July 1, 2010.

11. The Company should be furnished a statement that there is no property manager employed to manage the Land,

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



SCHEDULE B, PART I - Requirements
(continued)

or, in the alternative, a final lien waiver from any such property manager.

12. The Company should be provided a statement from the borrower(s) relative to any mortgage identified in Schedule B disclosing whether the borrower(s) have entered into any forbearance or loan modification agreement with the lender relative to delayed or postponed payments or other restructuring of the debt secured by the mortgage.

END OF SCHEDULE B, PART I

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



SCHEDULE B, PART II - Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

General Exceptions

1. **Rights or claims of parties in possession not shown by Public Records.**
2. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.**
3. **Easements, or claims of easements, not shown by the Public Records.**
4. **Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
5. **Taxes or special assessments which are not shown as existing liens by the Public Records.**
6. **We should be furnished a properly executed ALTA statement and, unless the land insured is a condominium unit, a survey if available. Matters disclosed by the above documentation will be shown specifically.**
7. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.

C

8.
 1. Taxes for the year(s) 2024, 2025 and 2026
2026 taxes are not yet due or payable.

1A. Note: 2025 first installment is due April 1, 2026

Perm tax#	Pcl	Year	1st Inst	Stat	2nd Inst	Stat
03-35-200-061-0000	1 of 1	2024	\$302,878.70	Paid	\$266,115.52	Paid
	2025	\$312,946.82	Unpaid			

D

9. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



SCHEDULE B, PART II - Exceptions
(continued)

- V 10. If work has been performed on the Land within the last six months which may subject the Land to liens under the mechanics lien laws, the Company should be furnished satisfactory evidence that those who have performed such work have been fully paid and have waived their rights to a lien. If evidence is not provided or is unsatisfactory, this commitment/policy will be subject to the following exception:
- 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.
- The Company reserves the right to add additional items or make further requirements after review of the requested documentation.
- W 11. 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.
- E 12. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below:
- Name of Corporation: NTN USA Corporation
- a) A Copy of the corporation By-laws and Articles of Incorporation
 - b) An original or certified copy of a resolution authorizing the transaction contemplated herein
 - c) If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent
 - d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- The Company reserves the right to add additional items or make further requirements after review of the requested documentation.
- U 13. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.
- Limited Liability Company: 1600 Bishop Partnership, LLC
- a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
 - b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.
 - c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



SCHEDULE B, PART II - Exceptions
(continued)

- d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

- F 14. Existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
- G 15. Municipal Real Estate Transfer Tax Stamps (or proof of exemption) must accompany any conveyance and certain other transfers of property located in Mount Prospect. Please contact said municipality prior to closing for its specific requirements, which may include the payment of fees, an inspection or other approvals.
- H 16. Covenants, conditions and restrictions contained in Annexation Agreement dated May 2, 1980 and filed May 28, 1980 as Documents LR3162686 made fay and between Village of Mt. Prospect, an Illinois municipal corporation and American National Bank and Trust Company of Chicago, a national banking association, as Trustee under Trust Agreement dated February 10, 1979 and known as Trust Number 45771, Northern Illinois Gas Company and Rauenhurst Corporation, a Minnesota Corporation.

(Affects the land and other property)
- I 17. Declaration of Industrial Standards and Protective Covenants made by Opus Corporation, a Minnesota Corporation, authorized to do business in the State of Illinois as Opus Designers, Builders, Developers, Inc., dated May 19, 1986 and recorded July 31, 1986 as Document [86328202](#) and filed as Document LR3536483.
- J 18. Easement and all covenants, conditions and restrictions affecting said easement reserved for and granted to Northern Illinois Gas Company, its successors and assigns for the installation, maintenance, relocation, renewal and removal of underground gas mains and underground appurtenances as shown on Plat of Kensington Center - Resubdivision Twenty Eight filed January 10, 1990 as Document [LR3852830](#) and as shown on Plat of Kensington Center Resubdivision Twenty-One filed April 20, 1988 as Document [LR3701855](#), over the West 10 Feet of a portion of the South 78.18 Feet as measured along the West line of Lot 807 as shown within the dotted area marked "A".
- K 19. Easement and all covenants, conditions and restrictions affecting said easement reserved for and granted to the Commonwealth Edison Company and Central Telephone Company, their successors and assigns for the installation, operation, maintenance, relocation, renewal and removal of underground transmission and underground distribution of electricity sounds and signals, as shown on Plat of Kensington Center - Resubdivision Twenty Eight filed January 10, 1990 as Document [LR3852830](#) and as shown on Plat of Kensington Center Resubdivision Twenty-One filed April 20, 1988 as Document [LR3701855](#) described as

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



SCHEDULE B, PART II - Exceptions
(continued)

follows:

Over the East 10 Feet of the West 20 Feet of Lot 807 and over a portion of the South 78.18 Feet as measured along the West line of Lot 807 as shown within the dotted area marked "B".

- L 20. Easement and all covenants, conditions and restrictions affecting said easement reserved for and granted to the Village of Mt. Prospect, its successors and assigns, for the installation, operation, maintenance, relocation, renewal or removal of underground water main appurtenances, underground storm sewers and swales and underground sanitary sewers as shown on Plat of Kensington Center - Resubdivision Twenty Eight filed January 10, 1990 as Document [LR3852830](#) and as shown on Plat of Kensington Center Resubdivision Twenty-One filed April 20, 1988 as Document [LR3701855](#), described as follows:

Over the West, North and East 10 Feet of Lot 807.

- M 21. A non-exclusive and all covenants, conditions and restrictions affecting said easement reserved for and granted to the Cable Communication Franchisee for the installation, operation, maintenance, relocation, renewal or removal of underground cables, and underground equipment for the transmission and distribution of Cable Television Service as shown on Plat of Kensington Center - Resubdivision Twenty Eight filed January 10, 1990 as Document [LR3852830](#) Kensington Center Resubdivision Twenty-One filed April 20, 1988 as Document [LR3701855](#) described as follows:

Over the East 10 Feet of the West 20 Feet of Lot 807 and over a portion of the South 78.18 Feet as measured along the West line of Lot 807 as shown within the dotted area marked "E".

- N 22. Covenants, conditions and restrictions as shown as Plat of Kensington Center - Resubdivision Twenty Eight filed January 10, 1990 as Document [LR3852830](#) and as shown on plat of Kensington Center Resubdivision Twenty-One filed April 20, 1988 as Document [LR3701855](#) that no buildings or other structures shall be constructed or erected in any "easement area", street, alley, other public ways or places, nor shall any other use be made thereof which is inconsistent or interferes with the easements reserved and granted therein.

- O 23. 40 Foot building and parking lot set back line as shown on Plat of Kensington Center - Resubdivision Twenty Eight filed January 10, 1990 as Document [LR3852830](#) and as shown on Plat of Kensington Center Resubdivision Twenty-One filed April 20, 1988 as document [LR3701855](#) over the North and East line of Lot 807.

- P 24. 35 Foot easement for ingress and egress for shared access between Lots 806 and 807 over the Southwesterly line of Lot 807 and the Northwesterly line of Lot 806 as created by Kensington Center - Resubdivision Twenty Eight filed January 10, 1990 as document [LR3852830](#).

- Q 25. Easement in, upon, under, over and along the land to install and maintain all equipment for the purpose of serving the land and other property with telephone and electric service, together with right of access to said equipment as created by Grant to Commonwealth Edison Company and Central Telephone Company filed April 16, 1990 as Document LR3872994.

(Affects the North 10 Feet of the South 73 Feet (as measured from the South line of said Lot and said South line extended West) of the East 113 Feet of the West 133 Feet of land).

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



SCHEDULE B, PART II - Exceptions
(continued)

- R 26. Note: The following item, while appearing on this commitment/policy, is provided solely for your information.
- The following Environmental Disclosure document(s) for transfer of real property appear of record which include a description of the Land insured or a part thereof recorded on November 1, 1990 as Document No. [90535295](#).
- S 27. Easement granted to Commonwealth Edison Company, its successors and assigns, the perpetual right, privilege, easement and authority to construct, operate, repair, maintain, modify, reconstruct, replace, supplement, relocate and remove, from time to time, poles, guys, anchors, wires, cables, conduits, manholes, transformers, pedestals, equipment cabinets, or other facilities used in connection with overhead and underground transmission and distribution of electricity, communications, sounds and signals, together with the right of access to the same and the right, from time to time, to trim or remove trees, bushes, roots and saplings and to clear obstructions from the surface and subsurface as may be reasonably required incident to the grant herein given, in, over, under, across, along and upon the surface of the Land recorded September 1, 1993 as Document No. [93697465](#).
- (Affects the North, Northeast and East 10 feet of Lot 807)
- T 28. All endorsement requests should be made prior to closing to allow ample time for the company to examine required documentation.
- (This note will be waived for policy).
- X 29. Adverse encroachment of the concrete equipment pad mainly on the property located northeast and adjoining over and onto the subject parcel by approximately 2.37' as referenced on survey prepared by IG Consulting, Inc., Job No. 25389, dated December 11, 2025.

END OF SCHEDULE B, PART II

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



COMMITMENT CONDITIONS**1. DEFINITIONS**

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I-Requirements
- f. Schedule B, Part II-Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I-Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



(continued)

f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.

g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is Two Million And No/100 Dollars (\$2,000,000.00) or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

END OF CONDITIONS

1031 EXCHANGE SERVICES

If your transaction involves a tax deferred exchange, we offer this service through our 1031 division, IPX1031. As the nation's largest 1031 company, IPX1031 offers guidance and expertise. Security for Exchange funds includes segregated bank accounts and a 100 million dollar Fidelity Bond. Fidelity National Title Group also provides a 50 million dollar Performance Guaranty for each Exchange. For additional information, or to set-up an Exchange, please call Scott Nathanson at (312)223-2178 or Anna Barsky at (312)223-2169.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





Inquire before you wire!

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
<http://www.fbi.gov>

Internet Crime Complaint Center:
<http://www.ic3.gov>

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective January 1, 2026

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g., Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g., loan or bank account information);
- biometric data (e.g., fingerprints, retina or iris scans, voiceprints, or other unique biological characteristics); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Device and Browsing Information

FNF automatically collects the following categories of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser information, such as version, language, and type;
- device type and operating system;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Website Analytics. We use Google Analytics to understand how visitors interact with FNF Websites. Google Analytics may collect information such as your IP address, device type, and pages visited to help us analyze site traffic and to personalize your browsing experience on our site. If you don't want Google Analytics to be used in your browser, you can install the Google Analytics browser add-on, which Google makes available online.

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To prevent and detect fraud;
- To maintain the security of our systems, tools, accounts, and applications;
- To verify and authenticate identities and credentials;
- To communicate with you about our, and our affiliates' services, jointly or independently;
- To provide reviews and testimonials about our services, with your consent.

When Information Is Disclosed

We may disclose the categories of Personal Information and Browsing Information listed above for the following purposes:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

State-Specific Consumer Privacy Information:

For additional information about your state-specific consumer privacy rights, to make a consumer privacy request, or to appeal a previous privacy request, please follow the link [Privacy Request](#), or email privacy@fnf.com, or call (888) 714-2710.

Certain state privacy laws require that FNF disclose the categories of third parties to which FNF may disclose the Personal Information and Browsing Information listed above. Those categories are:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Businesses in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service providers;
- Law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (fnf.com/california-privacy) or call (888) 413-1748.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: aginqueries@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes. For additional information about your Oregon consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710

FNF is the controller of the following businesses registered with the Secretary of State in Oregon: Chicago Title Company of Oregon, Fidelity National Title Company of Oregon, Lawyers Title of Oregon, LoanCare, Tigor, Title Company of Oregon, Western Title & Escrow Company, Chicago Title Company, Chicago Title Insurance Company, Commonwealth Land Title Insurance Company, Fidelity National Title Insurance Company, Liberty Title & Escrow, Novare National Settlement Service, Tigor Title Company of California, Exos Valuations, Fidelity & Guaranty Life, Insurance Agency, Fidelity National Home Warranty Company, Fidelity National Management Services, Fidelity Residential Solutions, FNF Insurance Services, FNTG National Record Centers, IPEX, Mission Servicing Residential, National Residential Nominee Services, National Safe Harbor Exchanges, National Title Insurance of New York, NationalLink Valuations, NexAce Corp., ServiceLink Auction, ServiceLink Management Company, ServiceLink Services, ServiceLink Title Company of Oregon, ServiceLink Valuation Solutions, Western Title & Escrow Company

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent to this Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions or would like to correct your Personal Information, visit FNF's [Privacy Request](#) website or contact us by phone at (888) 714-2710, by email at privacy@fnf.com, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

TOTAL PAYMENT DUE		2024 Second Installment Property Tax Bill - Cook County Electronic Bill						
\$0.00		Property Index Number (PIN)	Volume	Code	Tax Year	(Payable In)	Township	Classification
By 04/15/2026		03-35-200-061-0000	235	38148	2024	(2025)	Wheeling	5-91
IF PAYING LATE, PLEASE PAY		04/16/2026 - 05/15/2026	05/16/2026 - 06/15/2026	06/16/2026 - 07/15/2026	LATE INTEREST IS 0.75% PER MONTH, BY STATE LAW			
		\$0.00		\$0.00		\$0.00		

YOUR TAXING DISTRICTS

WHERE YOUR MONEY GOES				
Total 2024 Tax Bill \$568,994.22		\$18,305.68 MORE than 2023		
Taxing District	2024 Tax	2023 Tax	Difference	
SCHOOL DISTRICT 26	\$241,556.65	\$229,448.95	\$12,107.70	More
ARLINGTON HTS TWNSHP H S 214	\$143,345.24	\$135,279.16	\$8,066.08	More
VILLAGE OF MT PROSPECT	\$46,000.06	\$48,855.42	-\$2,855.36	Less
RIVER TRAILS PARK DISTRICT	\$37,310.47	\$36,461.75	\$848.72	More
VILLAGE OF MT PROSPECT LIBRARY FUND	\$28,483.82	\$27,775.11	\$708.71	More
HARPER COMMUNITY COLLEGE DISTRICT 512	\$24,141.03	\$22,850.84	\$1,290.19	More
METRO WATER RECLAMATION DIST OF GR CHGO	\$18,956.37	\$19,088.47	-\$132.10	Less
COUNTY OF COOK	\$13,091.92	\$9,405.89	\$3,686.03	More
COUNTY OF COOK HEALTH & HOSPITAL COMM.	\$4,334.28	\$4,260.33	\$73.95	More
PUBLIC SAFETY PUBLIC SAFETY	\$4,315.57	\$4,260.33	\$55.24	More
FOREST PRESERVE DISTRICT OF COOK COUNTY	\$3,819.05	\$4,149.67	-\$330.62	Less
TOWN WHEELING	\$2,034.09	\$2,047.17	-\$13.08	Less
TOWN WHEELING ROAD FUND	\$645.62	\$663.95	-\$18.33	Less
NORTHWEST MOSQUITO ABATEMENT DISTRICT	\$585.82	\$553.29	\$32.53	More
GENERAL ASSISTANCE WHEELING	\$374.23	\$387.30	-\$13.07	Less
CONSOLIDATED ELECTIONS	\$0.00	\$1,770.52	-\$1,770.52	Less

DO NOT PAY THESE TOTALS	\$568,994.22	\$550,688.54	\$18,305.68	More
-------------------------	--------------	--------------	-------------	------

The above breakdown displays how much you pay in property taxes to each taxing district and the change from last year. Please see reverse side for a detailed breakdown by Taxing District.

TAX CALCULATOR			
2023 Assessed Value	1,834,333	2024 Total Tax Before Exemptions	568,994.22
2024 Property Value	7,337,329	Homeowner's Exemption	.00
2024 Assessment Level	X 25%	Senior Citizen Exemption	.00
2024 Assessed Value	1,834,333	Senior Freeze Exemption	.00
2024 State Equalizer	X 3.0355		
2024 Equalized Assessed Value (EAV)	5,568,118	2024 Total Tax After Exemptions	568,994.22
2024 Local Tax Rate	X 10.218789%	First Installment	302,878.70
2024 Total Tax Before Exemptions	568,994.22	Second Installment +	266,115.52
		Total 2024 Tax (Payable in 2025)	568,994.22

IMPORTANT MESSAGES	
THANK YOU FOR YOUR FIRST INSTALLMENT PAYMENT OF: \$302,878.70	
PROPERTY LOCATION	MAILING ADDRESS

1600 BISHOP CT
MOUNT PROSPECT IL 60056

NTN USA CORPORATION
1600 E BISHOP CT
MT PROSPECT IL 60056-6033

TAXING DISTRICT BREAKDOWN					
Taxing Districts	2024 Tax	2024 Rate	2024 %	Pension	2023 Tax
MISCELLANEOUS TAXES					
NORTHWEST MOSQUITO ABATEMENT DISTRICT	585.82	0.01052	0.10%		553.29
METRO WATER RECLAMATION DIST OF GR CHGO	18,956.37	0.34044	3.33%	1,971.06	19,088.47
RIVER TRAILS PARK DISTRICT	37,310.47	0.67007	6.56%	3,426.06	36,461.75
MISCELLANEOUS TAXES TOTAL	56,852.66	1.02103	9.99%		56,103.51
SCHOOL TAXES					
HARPER COMMUNITY COLLEGE DISTRICT 512	24,141.03	0.43355	4.24%		22,850.84
ARLINGTON HTS TWSNHP H S 214	143,345.24	2.57439	25.19%	2,584.22	135,279.16
SCHOOL DISTRICT 26	241,556.65	4.33821	42.45%	5,180.02	229,448.95
SCHOOL TAXES TOTAL	409,042.92	7.34616	71.88%		387,578.95
MUNICIPALITY/TOWNSHIP TAXES					
VILLAGE OF MT PROSPECT LIBRARY FUND	28,483.82	0.51155	5.01%		27,775.11
VILLAGE OF MT PROSPECT	46,000.06	0.82613	8.08%	23,826.92	48,855.42
TOWN WHEELING ROAD FUND	645.62	0.01159	0.11%		663.95
GENERAL ASSISTANCE WHEELING	374.23	0.00672	0.07%		387.30
TOWN WHEELING	2,034.09	0.03653	0.36%		2,047.17
MUNICIPALITY/TOWNSHIP TAXES TOTAL	77,537.82	1.39253	13.63%		79,728.95
COOK COUNTY TAXES					
FOREST PRESERVE DISTRICT OF COOK COUNTY	3,819.05	0.06858	0.67%	320.22	4,149.67
CONSOLIDATED ELECTIONS	0.00	0.00000	0.00%		1,770.52
PUBLIC SAFETY PUBLIC SAFETY	4,315.57	0.07750	0.76%		4,260.33
COUNTY OF COOK HEALTH & HOSPITAL COMM.	4,334.28	0.07784	0.76%		4,260.33
COUNTY OF COOK	13,091.92	0.23512	2.31%	4,403.27	9,405.89
COOK COUNTY TAXES TOTAL	25,560.82	0.45905	4.50%		27,277.13
(Do not pay these totals)	568,994.22	10.2187	100.00%		550,688.54

Pursuant to Cook County Ordinance 07-O-68, if you are a mortgage lender, loan servicer, or agent of any entity within the meaning of 35 ILCS 200/20-12, you may not pay using a downloadable tax bill unless you pay the \$5 duplicate bill fee.

*** Please see 2024 Second Installment Payment Coupon next page ***

Cook County Payment Coupon

CUT & INCLUDE WITH PAYMENT

TOTAL PAYMENT DUE		IMPORTANT PAYMENT MESSAGES		T3LG Property Index Number (PIN) 03-35-200-061-0000 Volume 235	
\$0.00 By 04/15/2026 If paying later, refer to amounts above.		Cook County eBill Click to pay online Click to update Mailing Name/Address		Amount Paid \$	
SN 0020240200 RTN 500001075 AN (see PIN) TC 008922					

Internal use only

[illegible]

**This is an Official Downloadable Tax Bill Payment Coupon.
Please process this coupon along with payment presented.**

COOK COUNTY TREASURER
PO BOX 805436
CHICAGO IL 60680-4155



TOTAL PAYMENT DUE		2025 First Installment Property Tax Bill - Cook County Electronic Bill						
\$0.00		Property Index Number (PIN)	Volume	Code	Tax Year	(Payable In)	Township	Classification
By 05/01/26		03-35-200-061-0000	235	38148	2025	(2026)	Wheeling	5-91
IF PAYING LATE, PLEASE PAY		05/02/26-06/01/26 \$0.00	06/02/26-07/01/26 \$0.00		07/02/26-08/01/26 \$0.00		LATE INTEREST IS 0.75% PER MONTH, BY STATE LAW	

TAXING DISTRICT DEBT AND FINANCIAL DATA

Your Taxing Districts	Money Owed by Your Taxing Districts	Pension and Healthcare Amounts Promised by Your Taxing Districts	Amount of Pension and Healthcare Shortage	% of Pension and Healthcare Costs Taxing Districts Can Pay
NORTHWEST MOSQUITO ABATEMENT DISTRICT	\$362,063	\$9,328,682	\$696,896	92.53%
METRO WATER RECLAMATION DIST OF GR CHGO	\$3,248,879,000	\$3,303,258,000	\$1,444,138,000	56.28%
RIVER TRAILS PARK DISTRICT	\$8,220,268	\$10,542,856	\$962,073	90.87%
ARLINGTON HTS TWNSHP H S 214	\$88,467,507	\$302,199,024	\$0	100.91%
SCHOOL DISTRICT 26	\$34,954,429	\$27,831,804	\$6,578,829	76.36%
VILLAGE OF MT PROSPECT	\$160,211,518	\$405,111,078	\$129,548,371	68.02%
TOWN WHEELING	\$66,643	\$572,523	\$214,695	62.50%
FOREST PRESERVE DISTRICT OF COOK COUNTY	\$214,441,242	\$617,834,550	\$382,643,760	38.07%
COUNTY OF COOK	\$14,499,553,496	\$21,406,518,462	\$8,452,341,655	60.52%

TOTALS:	\$18,561,460,554	\$26,114,224,232	\$10,445,401,491	
---------	------------------	------------------	------------------	--

For a more in-depth look at government finances and how they affect your taxes, visit [cookcountytreasurer.com](https://www.cookcountytreasurer.com)

PAY YOUR TAXES ONLINE

Pay at [cookcountytreasurer.com](https://www.cookcountytreasurer.com) from your bank account or credit card.

IMPORTANT MESSAGES

TAX CALCULATOR

2024 TOTAL TAX568,994.22

2025 ESTIMATEX55%

2025 1st INSTALLMENT=312,946.82

The First Installment amount is 55% of last year's total taxes. All exemptions, such as homeowner and senior exemptions, will be reflected on your Second Installment tax bill.

PROPERTY LOCATIONMAILING ADDRESS

1600 BISHOP CT
MOUNT PROSPECT IL 60056

NTN USA CORPORATION
1600 E BISHOP CT
MT PROSPECT IL 60056-6033

*** Please see 2025 First Installment Payment Coupon next page ***

2025 First Installment Property Tax Bill

Cook County Payment Coupon

Pursuant to Cook County Ordinance 07-O-68, if you are a mortgage lender, loan servicer, or agent of any entity within the meaning of 35 ILCS 200/20-12, you may not pay using a downloadable tax bill unless you pay the \$5 duplicate bill fee.

DETACH & INCLUDE WITH PAYMENT

TOTAL PAYMENT DUE \$0.00 By 05/01/26 If paying later, refer to amounts above.		IMPORTANT PAYMENT MESSAGES Cook County eBill Click to pay online Click to update Mailing Name/Address SN 0020250100 RTN 500001075 AN (see PIN) TC 008911		Property Index Number (PIN) 03-35-200-061-0000 Amount Paid \$		T1LG Volume 235
--	--	---	--	--	--	-----------------------

```
0020250100903352000610000700891120000000000000000000000000000000000000000000000000000
```

**This is an Official Downloadable Tax Bill Payment Coupon.
Please process this coupon along with payment presented.**

COOK COUNTY TREASURER
PO BOX 805438
CHICAGO IL 60680-4116



AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE (the "Agreement") is entered into as of [REDACTED] by and between **1600 Bishop Partnership, LLC**, a Delaware limited liability company (together with its nominees, designees, successors and assigns, "Purchaser") and **NTN USA CORPORATION**, a Delaware corporation ("Seller").

WITNESSETH:

WHEREAS, Seller is the owner of the Property (as defined below); and

WHEREAS, Purchaser desires to purchase from Seller and Seller desires to sell to Purchaser all of the Property on the terms and conditions set forth below.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 AGREEMENT TO PURCHASE AND SELL

Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase from Seller, upon the terms and conditions set forth in this Agreement, all of Seller's right, title and interest in and to the following (collectively, the "Property"):

(i) the land comprising of approximately 5.44 acres and being more particularly legally described on Exhibit A attached hereto and made a part hereof, commonly known 1600 Bishop Court, Mount Prospect, Illinois, together with all privileges, rights, easements, hereditaments, and appurtenances belonging to the land, and all right, title and interest of the titleholder thereof in and to any streets, alleys, passages and other rights-of-way included therein or adjacent thereto (before or after the vacation thereof) (collectively, the "Land");

(ii) all buildings, structures, parking areas and other improvements located on the Land and any fixtures attached thereto, including the industrial building consisting of approximately 86,792 square feet (collectively, the "Improvements");

(iii) all equipment, machinery, apparatus, signs, appliances and other articles of personal property, if any, owned by Seller and located on the Land and used in connection with the operation of the Improvements (collectively, the "Personal Property").

ARTICLE 2 PURCHASE PRICE

2.1 Purchase Price. The purchase price (the "Purchase Price") to be paid by Purchaser to Seller for the Property shall be [REDACTED]

2.2 Earnest Money. Within five (5) Business Days (as defined below) after the date on which this Agreement is executed and delivered by the last party to do so (the "Effective Date"), Purchaser will pay into an escrow at the Title Insurer the sum of [REDACTED] as earnest money (together with any interest earned thereon, the "Earnest Money"). Except as otherwise provided in this Agreement, the Earnest Money shall be applied to the Purchase Price at the Closing.

2.3 Closing Costs. Seller shall pay the cost of: (a) the Title Policy (as defined below), including the cost of extended coverage over the standard printed exceptions; (b) the Survey (as defined below); (c) obtaining and recording any releases of any mortgages, liens or other encumbrances that are not Permitted Exceptions (as defined below); and (d) any stamp or transfer taxes imposed upon a seller by State, County or local law. Purchaser shall pay for the cost of all title endorsements and recording the Deed and any stamp or transfer taxes imposed upon a purchaser by local law. Purchaser and Seller shall share equally the escrow and New York "style" closing fees for the Closing (as defined below). All other closing costs shall be apportioned according to prevailing local custom. Except as expressly provided in this Agreement to the contrary, each party shall pay its own legal fees.

2.4 Closing Prorations and Adjustments. All items of income or expense other than Taxes (as defined below) shall be prorated as of midnight the day before closing according to prevailing local custom. Unpaid real estate taxes, current installments of regular assessments, special assessments, sewer charges, and any similar taxes and charges (collectively, "Taxes") imposed in respect of the Property which are not yet due and payable on the Closing Date shall be prorated, on an accrual basis, to the Closing Date on the basis of 103% of the most recent ascertainable bill. All unpaid Taxes which are due and payable as of Closing shall be paid by Seller in full on or before Closing. All prorations shall be final. For purposes of proration, the Seller shall be deemed in title to the Property on the Closing Date.

2.5 Payment of Purchase Price. The Purchase Price, plus or minus any adjustments, credits or prorations provided for herein, shall be paid to Seller at the Closing by wire transfer of immediately available funds.

ARTICLE 3 PURCHASER'S DUE DILIGENCE

3.1 Review Period; Termination Right. Intentionally deleted.

3.2 6B Tax Classification Approval; Termination Right. During the period of time beginning on the Effective Date and ending at 5:00 P.M. (Chicago time) on the date that is sixty (60) days after the Effective Date (the "6B Approval Period"), to obtain or to become fully satisfied with its ability to obtain approval for a Class 6B Property Tax Incentive for the Property from the Village of Mount Prospect (the "6B Approval"). If Purchaser is not fully satisfied with its ability to obtain the 6B Approval within the 6B Approval Period, Purchaser may terminate this Agreement by delivering written notice of termination to Seller at any time within the 6B Approval Period. If Purchaser terminates this Agreement pursuant to this Section 3.2, then all the Earnest Money shall be promptly released to Purchaser, and neither party shall have any further rights or obligations under this Agreement, except for those rights and obligations that expressly survive a termination of this Agreement. If Purchaser fails to give Seller notice of termination prior to the end of the 6B Approval Period, Purchaser's right to terminate this Agreement pursuant to this Section 3.2 will be deemed waived. Upon Purchaser's request from time to time, Seller shall reasonably cooperate with Purchaser, at no expense to Seller, in connection with Purchaser's efforts to obtain the 6B Approval. Purchaser hereby covenants and agrees to pursue and process the 6B Approval in a diligent and good faith manner and to provide copies to Seller of any correspondence, documents, and/or filings to be delivered to the Village of Mount Prospect or any other governmental agency relating to the 6B Approval.

3.3 PUD Approval; Termination Right. Purchaser shall also have a period of time beginning on the Effective Date and ending at 5:00 P.M. (Chicago time) on the date that is sixty (60) days after the Effective Date (as such period may be extended as provided further below, the "PUD Approval Period"), to obtain or to become fully satisfied with its ability to obtain an amendment to the Planned Unit Development ("PUD"), previously established by ordinance, to allow for industrial redevelopment consistent with the Property's underlying I-1 zoning classification (the "PUD Approval"). Purchaser shall have a right to extend the PUD Approval Period by one additional period of sixty (60) days by providing Seller with written notice thereof prior to the expiration of the initial PUD Approval Period. If Purchaser is not fully satisfied with its ability to obtain the PUD Approval within the PUD Approval Period, Purchaser may terminate this Agreement by delivering written notice of termination to Seller at any time within the PUD Approval Period. If Purchaser terminates this

Agreement pursuant to this Section 3.3, then all the Earnest Money shall be promptly released to Purchaser, and neither party shall have any further rights or obligations under this Agreement, except for those rights and obligations that expressly survive a termination of this Agreement. If Purchaser fails to give Seller notice of termination prior to the end of the PUD Approval Period, Purchaser's right to terminate this Agreement pursuant to this Section 3.3 will be deemed waived. Upon Purchaser's request from time to time, Seller shall reasonably cooperate with Purchaser, at no expense to Seller, in connection with Purchaser's efforts to obtain the PUD Approval. Purchaser hereby covenants and agrees to pursue and process the PUD Approval in a diligent and good faith manner and to provide copies to Seller of any correspondence, documents, and/or filings to be delivered to the Village of Mount Prospect or any other governmental agency relating to the PUD Approval.

3.4 Indemnity. Purchaser shall not alter the physical condition of the Property without notifying Seller of its requested tests and obtaining the prior written consent of Seller to any physical alteration of the Property. The Inspections shall be conducted at Purchaser's sole cost and expense. Purchaser shall promptly restore the Property to its original condition if damaged or changed due to the tests and inspections performed by Purchaser, free of any mechanic's or materialman's liens or other encumbrances arising out of any of the inspections or tests. In connection with tests or inspections of the Property by Purchaser, or its agents, employees or contractors, Purchaser shall indemnify, defend, and hold harmless Seller and its shareholders, partners, officers, members, managers, employees or agents from and against any lien, claim, suit, loss, cost, expense (including reasonable attorneys' fees), personal injury, damage or action arising from any activities of Purchaser, its agents, contractors or engineers on the Property, unless same was directly and proximately caused by the negligence or acts of Seller or Seller's agents or contractors. Purchaser further waives and releases any claims, demands, damages, actions, causes of action or other remedies of any kind whatsoever against Seller for property damages or bodily and/or personal injuries to Purchaser, its agents, independent contractors, servants and/or employees arising out of the Inspection or use in any manner of the Property unless same was directly and proximately caused by the negligence or acts of Seller or Seller's agents or contractors. Prior to the date that Purchaser or its agents or contractors first enter the Property, Purchaser or Purchaser's agents and contractors shall procure and maintain throughout the term of this Agreement, commercial general liability insurance, including death, bodily injury and property damage, with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. Seller shall be included as an additional insured under the required commercial general liability coverage.

ARTICLE 4 TITLE INSURANCE AND SURVEY

4.1 Title Commitment; Survey. Within thirty (30) days after the Effective Date, Seller shall obtain, at Seller's sole cost and expense, and deliver to Purchaser,

- (a) a current (not more than six (6) months old) ALTA/NSPS Land Title Survey covering the Property, certified to the Seller, Purchaser, and Title Company, prepared in compliance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys (the "Survey") and otherwise be satisfactory to the Title Insurer for purposes of issuing extended coverage over the standard printed exceptions in the Title Policy and sufficient to obtain a survey endorsement.
- (b) a commitment (the "Title Commitment") for an ALTA 2021 Form Owner's Title Insurance Policy issued by Chicago Title Insurance Company (the "Title Insurer") having an effective date no earlier than thirty (30) days prior to the Effective Date; and
- (c) legible photocopies of any documents identified in the Title Commitment or on the Survey (collectively, the "Title Documents").

4.2 Title and Survey Objections. Within thirty (30) Days after Purchaser receives the last of the Title Commitment, the Title Documents, and the Survey, Purchaser shall deliver to Seller a list of any objections to title and survey matters with respect to the Property (the "Title Objections"). Seller shall be obligated to cause any Title Objections relating to financing liens, mechanic's, materialmen's or similar liens, tax liens or delinquent taxes (including interest and penalties), and leases or other occupancy rights or agreements to be deleted from the Title Commitment prior to or at the Closing, and if Seller fails to do so, Purchaser may, in addition to all other rights and remedies, deduct from the Purchase Price any liens or encumbrances of a definite or ascertainable amount. Within five (5) Business Days after Seller receives the Title Objections, Seller shall notify Purchaser in writing of any Title Objections which Seller either refuses to cure or is unable to cure in the manner specified in Purchaser's notice, provided that Seller shall be obligated to cure the Title Objections described in the immediately preceding sentence. In addition, notwithstanding anything contained herein to the contrary, at the Closing, Seller shall pay all Taxes assessed against the Property which are due and payable at the time of the Closing. Seller shall be deemed to have agreed to cure, in the manner specified in Purchaser's notice, any Title Objections which are not described in Seller's notice, and all such Title Objections shall be cured by Seller prior to the Closing in the manner specified in Purchaser's notice. If Seller fails to deliver any such notice within said 5-Business Day period, Seller shall be deemed to have agreed to cure all Title Objections in the manner specified in Purchaser's notice, at or before the Closing. Purchaser shall have the right, by giving notice to Seller within ten (10) Business Days after Purchaser is notified by Seller of its refusal or inability to cure any one or more of the Title Objections in the manner specified in Purchaser's notice, to: (i) terminate this Agreement, or (ii) elect to proceed pursuant to this Agreement, thereby waiving its objection to such Title Objections described in Seller's notice, but with the right to deduct from the Purchase Price any liens or encumbrances of a definite or ascertainable amount. For purposes of this Agreement, the term "Permitted Exceptions" means (i) title matters that are disclosed by the Title Commitment and are not identified by Purchaser as Title Objections, and (ii) any Title Objections waived by Purchaser as provided above. If Purchaser terminates this Agreement pursuant to this Section 4.2, then the Earnest Money shall be promptly paid to Purchaser, and such obligation to direct the Escrowee shall survive the termination of this Agreement, and neither party shall have any further rights or obligations under this Agreement, except for those rights and obligations that expressly survive a termination of this Agreement.

4.3 Title Policy. At the Closing, Seller shall cause to be delivered to Purchaser an ALTA 2021 Form Owner's Title Insurance Policy from the Title Insurer or in lieu thereof a marked-up title commitment from the Title Insurer (either being referred to herein as the "Title Policy") which in either case shall: (i) be dated as of the date of the recording of the Deed; (ii) name Purchaser or its designee or assignee as the insured; (iii) have a liability amount equal to the Purchase Price; (iv) show Purchaser as the owner of the Property in fee simple subject to no exceptions other than the Permitted Exceptions; and (v) include extended coverage over the standard printed exceptions.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES

5.1 Seller's Representations and Warranties. Seller represents and warrants to Purchaser as follows:

- (a) Neither the execution and delivery of this Agreement by Seller nor the consummation of the transactions contemplated hereby will result in any breach or violation of or default under any judgment, decree, order, mortgage, lease, agreement, indenture or other instrument to which Seller is a party.
- (b) Seller has the full right, power and authority to enter into this Agreement and all of the documents to be executed and delivered by Seller at the Closing and to consummate the transactions contemplated hereby. This Agreement is a valid and binding obligation of Seller and is enforceable against Seller in accordance with its terms.

- (c) To the knowledge of Seller, there are not any special assessments, special tax districts, special service areas, sanitary sewer separation fees or outstanding obligations (contingent or otherwise) to governmental entities, including, without limitation, any portion payable with the current tax bill (collectively "Assessments"), with respect to the Property or any part thereof.
- (d) Neither Seller nor all or any portion of the Property are the subject of any pending or, to the knowledge of Seller, threatened claim, or judicial, or administrative proceeding, action or litigation.
- (e) There are no other persons in possession or occupancy of the Land or Improvements or any part thereof, nor are there any persons who have possessory rights in respect to the Land or Improvements or any part thereof.
- (f) There are no condemnation or eminent domain proceedings pending, or, to the best of Seller's knowledge, threatened, with regard to the Property or Improvements or any portion thereof.
- (g) Other than the Permitted Exceptions, there are no contracts, leases, service contracts or agreements of any kind relating to the Property that will be binding on Purchaser after the Closing.
- (h) Seller has good, marketable, and insurable title to the Property, free and clear of all mortgages, liens, encumbrances, leases, and other matters affecting title, except the Permitted Exceptions.
- (i) Except as disclosed in any environmental survey or report provided by Seller or obtained by Purchaser, to Seller's actual knowledge, without independent investigation, no "Hazardous Substances," as that term is defined herein, have been treated, recycled, stored or disposed of on, under or at the Property and the Property is not in violation of any "Environmental Law" (as defined herein).
- (j) Except as disclosed in any environmental survey or report provided by Seller or obtained by Buyer, to Seller's actual knowledge, without independent investigation, there has been no release or threatened survey or report provided by Seller or obtain by Buyer, to Seller's knowledge, there have been no activities on the Property that would subject Buyer to damages, penalties, injunctive relief or cleanup costs under any Environmental Laws.
- (k) No portion of the Property (1) is designed as water of the United States pursuant to Section 404 of the Clean Water Act or is defined as a "wetland" or "waterway" by state, county or local municipality, or (2) is located in any floodway or designated as "flooded" on any Flood Insurance Rate Map as defined by the Federal Emergency Management Agency.

EXCEPT FOR THE EXPRESS REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER SET FORTH HEREIN AND IN ANY SELLER CLOSING DOCUMENTS EXECUTED AND DELIVERED BY SELLER IN CONNECTION WITH THIS AGREEMENT, PURCHASER ACKNOWLEDGES AND AGREES THAT IT WILL BE PURCHASING THE PROPERTY BASED SOLELY UPON ITS INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, AND THAT PURCHASER WILL BE ACCEPTING THE PROPERTY "AS-IS" AND "WITH ALL FAULTS", BASED UPON THE CONDITION OF THE PROPERTY AS OF THE DATE OF THE CLOSING, ORDINARY WEAR AND TEAR AND LOSS BY FIRE OR OTHER CASUALTY OR CONDEMNATION EXCEPTED AND THAT SELLER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN RESPECT OF THE PROPERTY. WITHOUT LIMITING THE FOREGOING, PURCHASER ACKNOWLEDGES THAT, EXCEPT AS MAY OTHERWISE BE SPECIFICALLY SET FORTH

ELSEWHERE IN THIS CONTRACT OR ANY SELLER CLOSING DOCUMENT, NEITHER SELLER NOR ITS CONSULTANTS, BROKERS OR AGENTS HAS MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND UPON WHICH PURCHASER IS RELYING AS TO ANY MATTERS CONCERNING THE PROPERTY, INCLUDING BUT NOT LIMITED TO: (I) THE CONDITION OF THE LAND OR ANY IMPROVEMENTS COMPRISING THE PROPERTY; (II) THE EXISTENCE OR NON-EXISTENCE OF ANY POLLUTANT, TOXIC WASTE AND/OR ANY HAZARDOUS MATERIALS OR SUBSTANCES; (III) ECONOMIC PROJECTIONS OR MARKET STUDIES CONCERNING THE PROPERTY, OR THE INCOME TO BE DERIVED FROM THE PROPERTY; (IV) ANY DEVELOPMENT RIGHTS, TAXES, BONDS, COVENANTS, CONDITIONS AND RESTRICTIONS AFFECTING THE PROPERTY; (V) THE NATURE AND EXTENT OF ANY RIGHT OF WAY, LEASE, LIEN, ENCUMBRANCE, LICENSE, RESERVATION OR OTHER TITLE MATTER; (VI) WATER OR WATER RIGHTS, TOPOGRAPHY, GEOLOGY, DRAINAGE, SOIL OR SUBSOIL OF THE PROPERTY; (VII) THE UTILITIES SERVING THE PROPERTY; (VIII) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY ELECT TO CONDUCT THEREON; OR (IX) THE COMPLIANCE OF THE PROPERTY WITH ANY ZONING, ENVIRONMENTAL, BUILDING OR OTHER LAWS, RULES OR REGULATIONS AFFECTING THE PROPERTY. SELLER MAKES NO REPRESENTATION OR WARRANTY THAT THE PROPERTY COMPLIES WITH THE AMERICANS WITH DISABILITIES ACT OR ANY FIRE CODE OR BUILDING CODE. PURCHASER ACKNOWLEDGES AND AGREES THAT, PRIOR TO CLOSING, PURCHASER WILL HAVE MADE ITS INDEPENDENT INVESTIGATION AND EXAMINATION OF THE PROPERTY AND CONDITIONS ASSOCIATED THEREWITH IN ORDER TO BECOME FAMILIAR WITH THE CONDITION OF THE PROPERTY. SELLER AND ITS OFFICERS, EMPLOYEES, AGENTS, CONTROLLING PERSONS, AND AFFILIATES ARE HEREBY RELEASED FROM ALL RESPONSIBILITY AND LIABILITY TO PURCHASER REGARDING THE CONDITION, VALUATION, SALABILITY, OR UTILITY OF THE PROPERTY OR ITS SUITABILITY FOR ANY PURPOSE WHATSOEVER.

For purposes of this Agreement, the term “Environmental Laws” shall mean all federal, state and local laws including statutes, regulations, codes and other governmental standards, restriction, and requirements in effect now or at any time in the future or past relating to the use, storage, disposal, release, emission, dispersal, spilling, leaking, burial, migration, seepage, movement, discharge, management, investigation, remediation, regulation or otherwise relating to air pollutants, water pollutants, groundwater, effluents, stormwater runoff, surface water runoff, the environment, Hazard Substances or employee health and safety, including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Hazardous Materials Transportation Act, the Toxic Substance Control Act, the Occupational Safety and Health Act of 1970 (which may have been amended), regulations of the environmental Protection Agency, regulations of the Nuclear Regulatory Agency, and regulations of any state department of natural resources or state environmental protection agency.

For purposes of this Agreement, the term “Hazardous Substances” shall mean all hazardous, toxic flammable, explosive or radioactive substances, wastes and materials; any pollutants or contaminants (including, but not limited to, petroleum products, asbestos, raw materials and natural substances that include hazardous constituents); and any other similar substances or materials that are regulated under Environmental Laws.

5.2 Purchaser's Representations and Warranties. Purchaser represents and warrants to Seller as follows:

- (a) Neither the execution and delivery of this Agreement by Purchaser nor the consummation of the transactions contemplated hereby will result in any breach or violation of or default under any judgment, decree, order, mortgage, lease, agreement, indenture or other instrument to which Purchaser is a party.

- (b) Purchaser has the full right, power and authority to enter into this Agreement, to purchase the Property as provided for in this Agreement and to consummate the transactions contemplated hereby. This Agreement is a valid and binding obligation of Purchaser and is enforceable against Purchaser in accordance with its terms.

5.3 Breach of Representations and Warranties; Survival. Each party warrants that each of the foregoing representations and warranties made by it in this Article 5 is true as of the date of this Agreement and will also be true, in all materials respects, as of the Closing. All of the respective representations and warranties of Seller and Purchaser hereunder, and all of their respective rights and remedies with respect to the incorrectness or breach thereof, shall survive the Closing Date for a period of one (1) year from the Closing Date.

ARTICLE 6 ONGOING OPERATIONS AND RISK OF LOSS

6.1 Ongoing Operations. From the Effective Date through the Closing Date:

- (a) Seller shall maintain the Land, Improvements and Personal Property in substantially the same condition as of the Effective Date.
- (b) Seller shall maintain in existence all licenses, permits and approvals necessary or reasonably appropriate to the ownership, operation or improvement of the Land and Improvements as well as all insurance currently affecting the Land, Improvements and Personal Property.
- (c) Seller shall not enter into any leases or subleases with respect to the Property or other contracts, including, without limitation, service contracts, affecting the Property, without Purchaser's prior written consent, unless the contract can be terminated by Purchaser at Closing without penalty.

6.2 Casualty. Risk of loss up to and including the Closing Date shall be borne by Seller. Seller shall promptly give Purchaser written notice of any damage to any of the Land or Improvements, describing such damage, stating whether such damage and loss of rents is covered by insurance and the estimated cost of repairing such damage. In the event of any "material damage" (described below) to any of the Land or Improvements, Purchaser may, at its option, by notice to Seller given within ten (10) business days after Seller has provided the above described notice (and if necessary the Closing Date shall be extended to give Purchaser the full ten (10) business day period to make its election): (i) terminate this Agreement, in which case the Earnest Money shall be immediately delivered to Purchaser; or (ii) proceed under this Agreement, receive any insurance proceeds (including any rent loss insurance applicable to any period on and after the Closing Date) due Seller as a result of such damage and receive a credit at Closing for any deductible amount under said insurance policies. If Purchaser fails to timely make such election, Purchaser shall be deemed to have elected to terminate this Agreement. If any of the Land or Improvements is not materially damaged, then (i) Purchaser shall not have the right to terminate this Agreement and (ii) at Closing, Purchaser shall receive any insurance proceeds (including any rent loss insurance applicable to any period on and after the Closing Date) due Seller as a result of such damage and receive a credit at Closing for any deductible amount under said insurance policies. Material damage and materially damaged means, with respect to any Improvements, damage that: (a) in Purchaser's reasonable estimation, exceeds \$100,000 to repair; (b) in Purchaser's reasonable estimation, will take longer than ninety (90) days to repair; or (c) is not insured.

6.3 Condemnation. In the event any proceedings in eminent domain are contemplated, threatened or instituted against any portion of the Land or Improvements so as to constitute a Material Condemnation (as defined below) by anybody having the power of eminent domain, Purchaser may, at its option, by notice to Seller given within ten (10) business days after Seller providing written notice to Purchaser of such proceedings together with all relevant information concerning such proceedings (and if necessary the Closing Date shall be extended to give Purchaser the full ten (10) business day period to make such election): (i) terminate this Agreement, in which case the Earnest Money shall be immediately delivered to Purchaser, or

(ii) proceed under this Agreement, in which event Seller shall, at the Closing, assign to Purchaser its entire right, title and interest in and to any condemnation award, and Purchaser shall have the sole right during the pendency of this Agreement to negotiate and otherwise deal with the condemning authority in respect of such matter. If Purchaser fails to timely make such election, Purchaser shall be deemed to have elected to terminate this Agreement as provided above. Material Condemnation means, with respect to any of the Land or Improvements, condemnation by eminent domain which in Purchaser's reasonable estimation materially and adversely affects the use, operation or value of any property comprising the Land and Improvements.

ARTICLE 7 PURCHASER'S CONDITIONS TO CLOSING

7.1 Conditions to Purchaser's Obligation to Close. Purchaser's obligation to close on the purchase of the Property is conditioned on the following:

- (a) Seller shall have performed all of the covenants and obligations to be performed by Seller under this Agreement at or before the Closing, and the representations and warranties of Seller set forth in this Agreement shall be true in all material respects on and as of the Closing Date;
- (b) There shall have been no material adverse change from the Effective Date in the condition of the Property, other than as a result of a casualty or condemnation which shall be governed by Sections 6.2 and 6.3 hereof.

If one or more of the conditions set forth above in this Section 7.1 has not been satisfied as of the Closing Date, then Purchaser may, in its sole discretion, terminate this Agreement by delivering written notice of such termination to Seller at any time on or before the Closing Date, in which case, the Earnest Money shall be immediately returned to Purchaser and neither party shall have any further rights or obligations hereunder, except that if the failure to satisfy any such condition is due to a breach or default by Seller of any of its covenants, agreements, representations, warranties or other obligations hereunder, then the provisions of Section 9.2 shall apply.

7.2 Waiver of Conditions. At any time or times, Purchaser may elect to waive in writing the benefit of any of the conditions set forth in Section 7.1. Purchaser shall not be deemed to have waived any such condition, unless such waiver is set forth in a written document signed by Purchaser or its agent, and then only to the extent expressly set forth in such writing. If Purchaser waives any such condition, such waiver shall not relieve Seller from, or modify or affect, Seller's other covenants and obligations under this Agreement, and such covenants and obligations shall survive such waiver and the Closing.

ARTICLE 8 THE CLOSING

8.1 Definition: Time and Place. The performance by Seller and Purchaser of their respective obligations under this Agreement directly or through the completion of the escrow deposits required of them to be made and the delivery of the Purchase Price to Seller by the Closing Escrowee, shall constitute the closing of the sale (the "Closing"). The date of the Closing (the "Closing Date") shall be [REDACTED] after expiration of the PUD Approval Period, or such other date mutually agreed to in writing by the parties. Purchaser shall have the right to extend the Closing Date by one additional period of [REDACTED] by providing Seller with written notice thereof and making an additional non-refundable deposit of [REDACTED] as additional Earnest Money. The Closing shall take place at a location mutually agreed to by the parties.

8.2 Possession. Possession of the Property shall be delivered at the Closing.

8.3 Escrow. This sale shall be closed through a "New York style" escrow (the "Closing Escrow") with the Escrowee, in accordance with the general provisions of the usual form of escrow agreement then in use by the Escrowee, with such special provisions inserted in the escrow agreement as may be required to conform with this Agreement (the "Escrow Agreement"). Upon the creation of the Closing Escrow, payment of the Purchase Price and delivery of the Deed (as hereinafter defined) and other closing documents shall be made through the Closing Escrow and the Earnest Money shall be deposited in the Closing Escrow. Each party shall have the right to inspect all documents prior to or at the time of deposit in the Closing Escrow. The escrow fee for the Closing Escrow shall be shared equally by the parties. Notwithstanding anything to the contrary contained in this Agreement, until the end of the 6B Approval Period the escrow established hereunder for holding the Earnest Money shall be a "sole order" escrow for the benefit of the Purchaser (meaning that the Escrowee shall act solely in accordance with the instructions of the Purchaser in respect of the Earnest Money). Upon expiration of the 6B Approval Period the escrow shall automatically become a strict joint order escrow with the Seller. Without limiting the generality of the foregoing, if the Purchaser delivers a notice to the Seller and the Escrowee, prior to the end of the 6B Approval Period, stating that the Purchaser has elected to terminate this Agreement, then the Escrowee shall refund to the Purchaser the Earnest Money without any requirement that the Escrowee first notify or obtain any approval or consent of Seller. In furtherance of the foregoing, in the event the Purchaser so instructs the Escrowee prior to the end of the 6B Approval Period, the Escrowee agrees that it shall not be permitted to, and shall not, follow any conflicting instructions given by Seller or any third party as to the disposition of the Earnest Money but shall instead follow only the instructions of the Purchaser in connection therewith.

8.4 Documents To Be Delivered By Seller At Closing. At the Closing, Seller shall deliver or cause to be delivered to Purchaser directly or, if either party elects, through the Closing Escrow, the following, each of which shall be in form reasonably satisfactory to Purchaser and (if applicable) the Title Insurer:

- (a) a Special Warranty Deed (the "Deed") duly executed and acknowledged by Seller, conveying the Land and Improvements to Purchaser or its designee subject only to the Permitted Exceptions;
- (b) an Affidavit of Title and Bill of Sale duly executed and acknowledged by Seller, conveying the Personal Property to Purchaser or its designee;
- (c) the Title Policy;
- (d) evidence of the authorization of Seller as to the execution of this Agreement and the sale of the Property to Purchaser and the performance of other acts required hereunder;
- (e) a FIRPTA affidavit to the effect that Seller is not a foreign person under Section 1445(b) of the United States Internal Revenue Code;
- (f) such other instruments and documents, including, but not limited to, an ALTA Statement and Gap Undertaking, as may be reasonably required by the Title Insurer in order to issue the Title Policy in the form required pursuant to Section 4.3 hereof;
- (g) all other documents required to be executed and/or delivered by Seller pursuant to other provisions of this Agreement or the Escrow Agreement, including assignment of existing contracts if assumed by Purchaser; and
- (h) all keys, manuals, and warranties to the Property in Seller's or Seller's agents' possession.

8.5 Documents To Be Delivered By Purchaser At Closing. At the Closing, Purchaser shall deliver or cause to be delivered to Seller directly, or if either party elects through the Closing Escrow, the following, each of which shall be in form reasonably satisfactory to Seller and (if applicable) the Title Insurer:

- (a) the Purchase Price, plus or minus adjustments, credits and prorations as provided for herein; and
- (b) all other documents required to be executed and/or delivered by Purchaser pursuant to other provisions of this Agreement or the Escrow Agreement.

8.6 Documents to be Jointly Delivered by Seller and Purchaser at Closing. At the Closing, Seller and Purchaser shall each execute and deliver, directly, or if either party elects, through the Closing Escrow, the following, each of which shall be in form reasonably satisfactory to both parties and (if applicable) the Title Insurer:

- (a) applicable transfer tax declarations for the State of Illinois, Cook County, Illinois and any necessary municipal transfer tax declarations, if any; and
- (b) a Closing Statement.

ARTICLE 9 DEFAULTS; REMEDIES

9.1 Purchaser's Default. If Purchaser is in default under this Agreement and such default is not cured within five (5) Business Days after written notice of such default is given by Seller to Purchaser, then Seller may, as its sole and exclusive remedy, terminate this Agreement, in which case, the Earnest Money shall be delivered to Seller as liquidated damages and as Seller's sole and exclusive remedy. The parties acknowledge that Seller's actual damages in the event of a default by Purchaser under this Agreement will be difficult to ascertain, and that Seller's receipt of the Earnest Money as liquidated damages represents the parties' best estimate of such damages. The parties agree that the foregoing provisions of this Section 9.1 are reasonable in light of the intent and circumstances surrounding the execution of this Agreement, and Seller expressly acknowledges and agrees that its rights and remedies shall be limited as set forth above in this Section 9.1. Notwithstanding anything to the contrary, the five (5) Business day cure period shall not apply to Purchaser's obligations relating to the Closing.

9.2 Seller's Default. If the transaction contemplated hereby does not close by reason of a default by Seller in any of the terms hereof, and such default is not cured within five (5) Business Days after written notice of said default is given by Purchaser to Seller, then Purchaser may: (a) terminate this Agreement, in which case, Purchaser shall receive a return of all of the Earnest Money; or (b) pursue against Seller any rights or remedies available at law or in equity, including, without limitation, an action to compel Seller's specific performance of this Agreement. Purchaser must file a cause of action for specific performance within sixty (60) days after the date scheduled for Closing. Purchaser agrees that its failure to timely file a cause of action for specific performance within such sixty (60) day period shall be deemed a waiver by it of its right to commence an action for specific performance and Purchaser shall be deemed to have elected, as its sole and exclusive remedy, to terminate this Contract pursuant to clause (a) above.

No present or future partner, member, director, officer, shareholder, employee, advisor, affiliate or agent of or in Seller or any affiliate of Seller shall have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or in connection with the provisions of this Agreement, or any amendment or amendments to any of the foregoing made at any time or times, heretofore or hereafter, and Purchaser and its successors and assigns and, without limitation, all other persons and entities, shall look solely to Seller's assets for the payment of any claim or for any performance, and Buyer hereby waives any and all such personal liability.

9.3 Costs of Enforcement. In the event any action or proceeding is brought by either party to enforce or interpret the terms of this Agreement, the prevailing party in such action or proceeding shall be entitled to have all of its costs, fees (including, without limitation, attorneys' fees) and expenses, paid or reimbursed by the non-prevailing party.

ARTICLE 10 MISCELLANEOUS

10.1 Payment of Real Estate Brokers and Consultants. Each party represents to the other that, other than Colliers International, which represents the Seller (the "Broker"), no real estate broker has been used in connection with this transaction. Pursuant to a separate written agreement between Seller and the Broker, Seller has agreed to pay the Broker a commission, concurrent with Closing, in connection with the sale of the Property to Purchaser under this Agreement. Purchaser agrees to indemnify, defend and hold Seller harmless from and against any claim for a real estate broker's commission or fee by any party claiming to have represented Purchaser in connection with this transaction. Seller agrees to indemnify, defend and hold Purchaser harmless from and against any claim for a real estate broker's commission or fee by any party claiming to have represented Seller in connection with this transaction. The indemnification obligations under this Section 10.1 shall survive the Closing or any termination of this Agreement for any reason whatsoever.

10.2 Notices. All notices and other communications which are required to be, or which may be, given under this Agreement shall be in writing, and shall be delivered at the addresses set out hereinbelow. Notice may be given by personal delivery, recognized overnight courier, by United States mail in the manner set forth below or by email transmission (with hard copy sent by certified or registered mail). Notice shall be deemed to have been duly given (a) if by personal delivery, on the first to occur of the date of actual receipt or refusal of delivery by any person at the intended address, (b) if by overnight courier, on the first (1st) Business Day after being delivered to a nationally-recognized overnight courier, (c) if by mail, on the second (2nd) Business Day after being deposited in the United States mail, certified or registered mail, return receipt requested, postage prepaid, (d) if by email, on the date such email is sent (with hard copy sent by certified or registered mail) addressed as follows:

If to Seller:

NTN USA Corporation
[REDACTED]

with a copy to:

NTN USA Corporation
[REDACTED]

If to Purchaser:

Nicholas Family of Companies, LLC
[REDACTED]

with a copy to:

or to such other address as either party may from time to time specify as its address for the receipt of notices hereunder, in a notice to the other party. Notices may be sent by and to an attorney for a party from the firms identified above and when so sent shall be deemed notice by the party so represented.

10.3 Assignment. Purchaser shall have the right to assign this Agreement, and all of Purchaser's rights hereunder, to an entity which directly or indirectly controls, is controlled by, or is under common control with Purchaser ("Assignee"), without the consent of Seller; provided however that, Purchaser shall not be released from the terms and conditions of this Agreement. Purchaser shall notify Seller of any assignment to Assignee no less than ten (10) days prior to the Closing, and Seller shall thereafter perform all of its obligations to Assignee as if Assignee were the purchaser pursuant to this Agreement.

10.4 Entire Agreement. This Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof, except as may be set forth in a written instrument executed by all parties contemporaneously with or subsequent to this Agreement. This Agreement shall not be construed more strictly against one party hereto than against the other party merely by virtue of the fact that it may have been prepared primarily by counsel for one of the parties. It is understood and recognized that both parties have contributed substantially and materially to the preparation of this Agreement.

10.5 Severability. If any term or provision of this Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Agreement and other applications thereof shall not be affected thereby.

10.6 Captions; Number. The captions contained in this Agreement are for the convenience of reference only, and shall not affect the meaning, interpretation or construction of this Agreement. As used in this Agreement, the singular form shall include the plural and the plural shall include the singular, to the extent that the context renders it appropriate.

10.7 Counterparts. This Agreement may be executed in two more counterparts, which may be delivered electronically in portable document format (.pdf) each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

10.8 Governing Law; Venue. This Agreement has been executed and delivered and is to be performed, in the State of Illinois, and this Agreement and all rights, obligations and liabilities hereunder shall be governed by, and construed in accordance with, the internal laws of the State of Illinois. Each party hereby irrevocably waives any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement brought in any federal court located in the Northern District of Illinois, Eastern Division or in any state court sitting in Cook County, Illinois.

10.9 Time of the Essence. Time is of the essence of this Agreement.

10.10 Modification. The provisions of this Agreement may not be amended, changed or modified orally, but only by an agreement in writing signed by all of the parties hereto.

10.11 Waiver. Except as otherwise expressly provided in this Agreement, no waiver by a party of any breach of this Agreement or of any warranty or representation hereunder by the other party shall be deemed to be a waiver of any other breach by such other party (whether preceding or succeeding and whether or not of the same or similar nature) and no acceptance of payment or performance by a party after any breach by the other party shall be deemed to be a waiver of any breach of this Agreement or of any representation or warranty hereunder by such other party whether or not the first party knows of such breach at the time it accepts such payment or performance. Except as otherwise expressly provided in this Agreement, no failure or delay by a party to exercise any right it may have by reason of the default of the other party shall operate as a waiver of default or modification of this Agreement or shall prevent the exercise of any right by the first party while the other party continues to be so in default.

10.12 Business Days. If any date specified in this Agreement for the Closing Date or for commencement or expiration of time periods for termination or approvals or for notice occurs on a day other than a Business Day, then any such date shall be postponed to the next following Business Day. As used herein, "Business Day" shall mean any day other than a Saturday, Sunday or a holiday observed by national banks or the Title Insurer.

10.13 Cooperation In Exchange. In the event that Seller or Purchaser are under contract with a qualified intermediary for the purpose of effecting a tax-deferred exchange in accordance with Section 1031 of the United States Internal Revenue Code of 1986, as most recently amended, each party consents to the assignment of this Agreement to such intermediary. Furthermore, each party shall cooperate with the other to accomplish such exchange and perform any acts reasonably necessary to assist in such exchange, provided that neither party shall be required to accept title to any property other than the Property, expend any additional amounts of money above those amounts required pursuant to this Agreement, extend the Closing Date, and further provided that each party defend, indemnify and hold the other harmless from and against expenses, costs and damages of any kind (including attorney's fees) suffered by either by reason of the performance of, or failure to perform, any acts of cooperation necessitated by this Section. Each party agrees to sign a Notice of Assignment prior to Closing confirming that such party has received the Notice of Assignment and consents to the assignment.

10.14 Waiver of Right to Jury Trial. Each of the parties hereto acknowledge and agree that any controversy which may arise under this Agreement or with respect to the transaction contemplated herein would be based upon difficult and complex issues and therefore, the parties agree that any court proceeding arising out of any such controversy will be tried in a court of competent jurisdiction by a judge sitting without a jury.

10.15 No Joint Venture. Purchaser acknowledges and agrees that Seller is not a venturer, co-venturer, insurer, guarantor or partner of Purchaser in Purchaser's acquisition, ownership, operation or resale of the Property.

10.16. Confidentiality. Purchaser shall maintain the confidentiality of all information provided by Seller or developed by Purchaser as a result of its investigations, except for disclosures to agents, attorneys, or potential lenders and partners, as necessary to permit them to perform their duties, all of which parties first shall agree to maintain confidentiality. Both parties agree that the terms and conditions hereof shall be kept strictly confidential.

NO MORE TEXT ON THIS PAGE

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

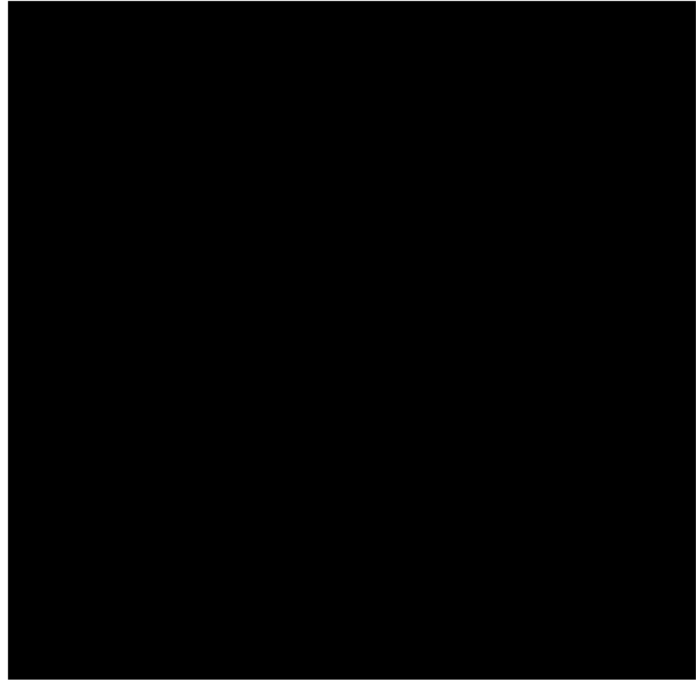


EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

Conditional Use Findings Response – 1600 Bishop

5/26/2026

1. That the establishment, maintenance, or operation of the conditional use will not be detrimental to, or endanger the public health, safety, morals, comfort, or general welfare;

The proposed industrial building and associated operations will be designed, constructed, and maintained in a manner that will not be detrimental to or endanger the public health, safety, comfort, or general welfare. The development will comply with all applicable building, fire protection, stormwater management, and life safety codes, and operations will be conducted in accordance with all local, state, and federal regulations.

2. That the conditional use will not be injurious to the uses and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood in which it is to be located;

The proposed use is compatible with surrounding land uses and will not be injurious to the use and enjoyment of neighboring properties. The site plan incorporates appropriate setbacks, landscaping, screening, lighting controls, and operational considerations intended to minimize impacts on adjacent properties and preserve surrounding property values.

3. That the establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district;

The proposed conditional use will support the normal and orderly development of the surrounding area by providing a high-quality industrial facility consistent with the established development pattern and zoning intent of the KBC. The project represents an appropriate and productive use of the property that will contribute to the economic vitality of Mount Prospect.

4. That adequate public utilities, access roads, drainage and/or necessary facilities have been or will be provided;

Adequate public utilities, drainage facilities, access roads, and other necessary infrastructure will be provided as part of the proposed development. The project will be reviewed by the appropriate agencies and engineered to meet all applicable municipal and regulatory standards.

5. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets;

The site has been designed with adequate ingress and egress points to ensure safe and efficient vehicular circulation while minimizing traffic congestion on surrounding public streets. Internal circulation, loading areas, and parking facilities have been planned to accommodate anticipated traffic volumes and operational needs.

6. That the proposed conditional use is not contrary to the objectives of the current Comprehensive Plan for the Village;

The proposed conditional use is consistent with the goals and objectives of the Village's Comprehensive Plan, including promoting appropriate industrial and employment-generating development in designated areas with access to necessary infrastructure and transportation networks.

7. That the conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified pursuant to the recommendations of the Planning & Zoning Commission.

The proposed development conforms to the applicable regulations and standards of the zoning district, including bulk, setback, landscaping, parking, and operational requirements, except as may otherwise be modified through the conditional use approval process.

1600 Bishop Ct – VoMP Standards for PUD’s – Applicant Responses

A. General Standards:

1. Except as modified by and approved in the final planned unit development plan, the proposed development complies with the regulations of the district or districts in which it is to be located.

The proposed development complies with the regulations of the underlying zoning district and applicable Village requirements.

2. The principal use in the proposed planned unit development is consistent with the recommendations of the Comprehensive Plan of the Village for the area containing the subject site.

The proposed industrial use is consistent with the Village’s Comprehensive Plan and the planned land use recommendations for the subject property and surrounding area.

3. The proposed planned unit development is in the public interest and is consistent with the purposes of this zoning ordinance.

The proposed Planned Unit Development is in the public interest and consistent with the intent and purpose of the Village Zoning Ordinance. The development will provide substantial investment into the community through construction of a modern industrial facility, creation of employment, expansion of the local tax base, and improvement of an underutilized property.

4. The streets have been designed to avoid:
 - a. Inconvenient or unsafe access to the planned unit development.

The proposed site layout and access points have been designed to provide safe and efficient ingress and egress for employees, visitors, deliveries, and emergency services. Access to the site will be provided via Bishop Court and has been designed to support safe vehicular circulation throughout the development.

- b. Traffic congestion in the streets which adjoin the planned unit development.

The development is not anticipated to create significant traffic congestion on adjoining roadways. Internal circulation, truck maneuvering, loading areas, and employee parking have been designed to efficiently accommodate projected traffic associated with the proposed use.

c. An excessive burden on public parks, recreation areas, schools, and other public facilities which serve or are proposed to serve the planned unit development.

The proposed development is not expected to place a significant burden on public parks, schools, or other public facilities. Utility and infrastructure coordination will be completed with the appropriate agencies.

B. Standards for Planned Unit Developments With Use Exceptions:

Section not applicable. No use exceptions are proposed.

C. Standards for Planned Unit Developments With Other Exceptions:

1. Any reduction in the requirements of this chapter is in the public interest.

The requested exception to allow approximately 78% impervious coverage, where 75% is otherwise permitted, is in the public interest as it allows for a more efficient industrial site layout while still providing appropriate landscaping, parking, and circulation.

2. The proposed exceptions would not adversely impact the value or use of any other property.

The requested lot coverage exception will not adversely impact the value or use of surrounding properties. The proposed industrial development remains consistent with surrounding land uses and incorporates appropriate site design, drainage, landscaping, and screening measures.

3. Such exceptions are solely for the purpose of promoting better development which will be beneficial to the residents or occupants of the planned unit development as well as those of the surrounding properties.

The requested exception is intended solely to accommodate an efficient and functional industrial site design while supporting high-quality development standards. The minor increase in impervious coverage allows for overall improved site and building functionality.

4. In residential planned unit developments the maximum number of dwelling units allowed per acre shall not exceed forty eight (48) units per acre for developments incorporating senior housing or assisted living facilities.

Not applicable. The proposed development is industrial.

5. All buildings are to be located within the planned unit development in such a way as to dissipate any adverse impact on adjoining buildings and shall not invade the privacy of the occupants of such buildings and shall conform to the following:

- a. The front, side or rear yard setbacks on the perimeter of the development shall not be less than that required in the abutting zoning district(s) or the zoning district underlying the subject site, whichever is greater.

The proposed development complies with applicable setback requirements.

- b. All transitional yards and transitional landscape yards of the underlying zoning district are complied with.

The proposed development complies with all required transitional yard and landscape standards.

- c. If required transitional yards and transitional landscape yards are not adequate to protect the privacy and enjoyment of property adjacent to the development, the Planning and Zoning Commission shall recommend either or both of the following requirements:

- (1) All structures located on the perimeter of the planned unit development must be set back by a distance sufficient to protect the privacy and amenity of adjacent existing uses.

The building placement provides adequate separation from adjacent properties.

- (2) All structures located along the entire perimeter of the planned unit development must be permanently screened with sight proof screening in a manner which is sufficient to protect the privacy and amenity of adjacent existing uses.

Landscaping and screening will be provided and/or preserved as required by Village standards.

- d. The area of open space provided in a planned unit development shall be at least that required in the underlying zoning district.

The proposed development complies with applicable open space requirements.

12 PARKING INFORMATION

5 FLOOD INFORMATION

11 SURVEYOR'S NOTES

9 || LEGEND

16 VICINITY MAP NO. 5

ZONE "X-UNSHADED" DENOTES AREAS

6. TABLE A #10(x): WITH RESPECT TO ADJUNCT SURVEY.

14 BUILDING AREA

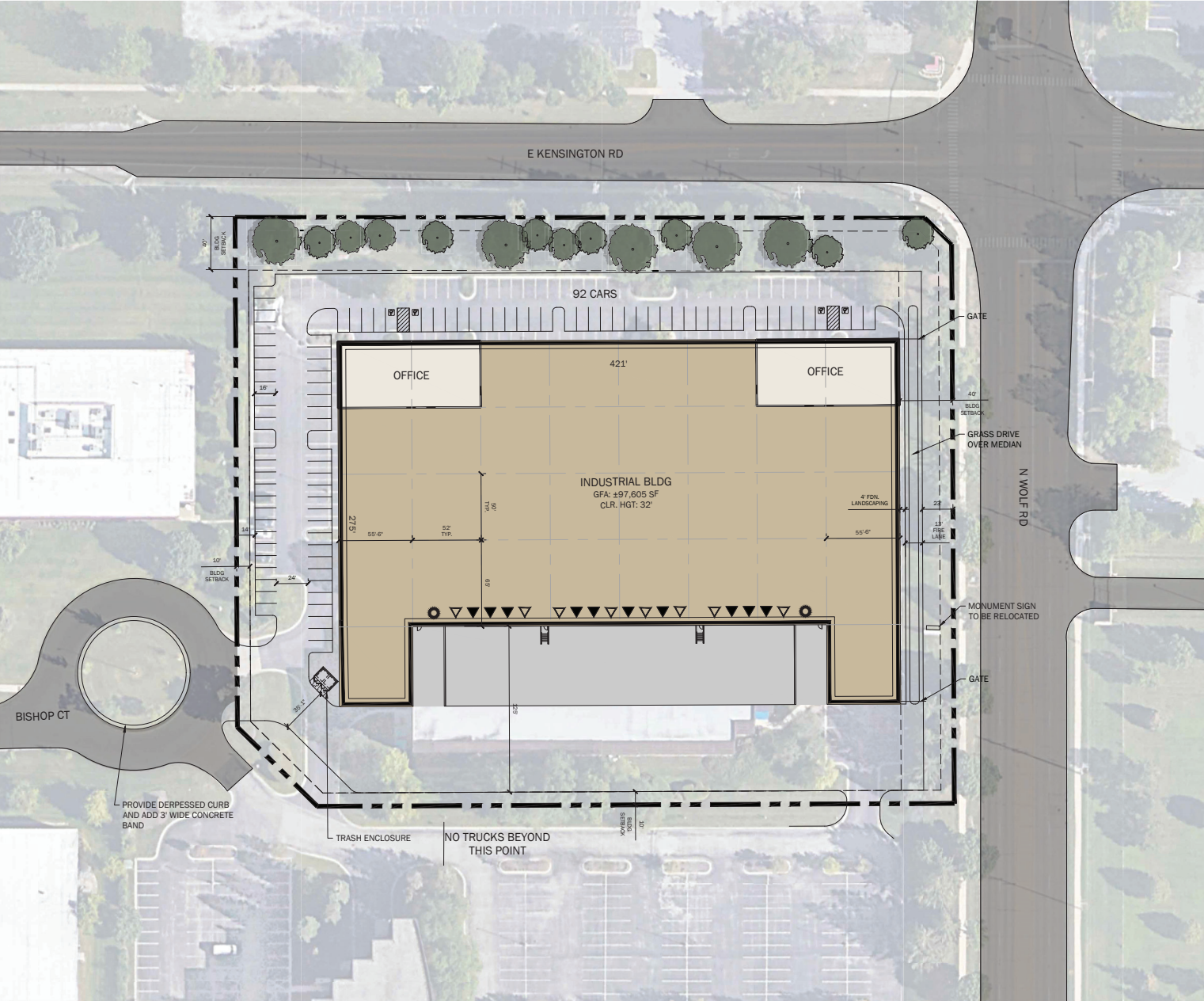
15 BUILDING HEIGHT

17 NORTH ARROW / SCALE

4 SURVEYOR CERTIFICATION

CDS ALTA Survey

18 ALTA/NSPS Land Title Survey



DEVELOPMENT STANDARDS		
Zoning		
Jurisdiction	Mount Prospect	
Zoning Designation	I1 - Limited Industrial PUD	
Max Coverage	75%	
Max F.A.R	TBD	
Max Height	40 FT	
Parking Standards		
	Min Stall Size	9x18
	Drive Aisle	24 FT
	Fire Lane	26 FT
Required Parking		
	Office	1/250 SF
	Manufacturing	/1.5 employees + 1/vehicle
	Warehouse	1/1500 SF
PROJECT DATA		
Site Summary		
APN(s): 03-35-200-061-0000		
Gross Site Area	236,990 SF	5.44 AC
Total Building Area(s)	Gross Floor Area	97,572 SF
	Footprint	97,572 SF
Impervious Coverage	Gross	78%
FAR	Gross	0.41
Existing Building		
Building Area(s)	Footprint	97,572 SF
	Gross Floor Area	97,572 SF
Cars Required	@10.5% Office	99 Stalls
Provided Cars	@0.94/1,000 SF	92 Stalls
	Req. Accessible	4 Stalls
Drive-in Doors		2
Docks	@1.02/10,000 SF	10
Notes		

Notes
1. Parking variance may be required
2.



This conceptual design is based upon a preliminary review of entitlement requirements and on unverified and possibly incomplete site and/or building information, and is intended merely to assist in exploring how the project might be developed.

Boundary Source:
CIVIL CAD FILE

Stormwater Management Design:
ASSUMED OFF-SITE

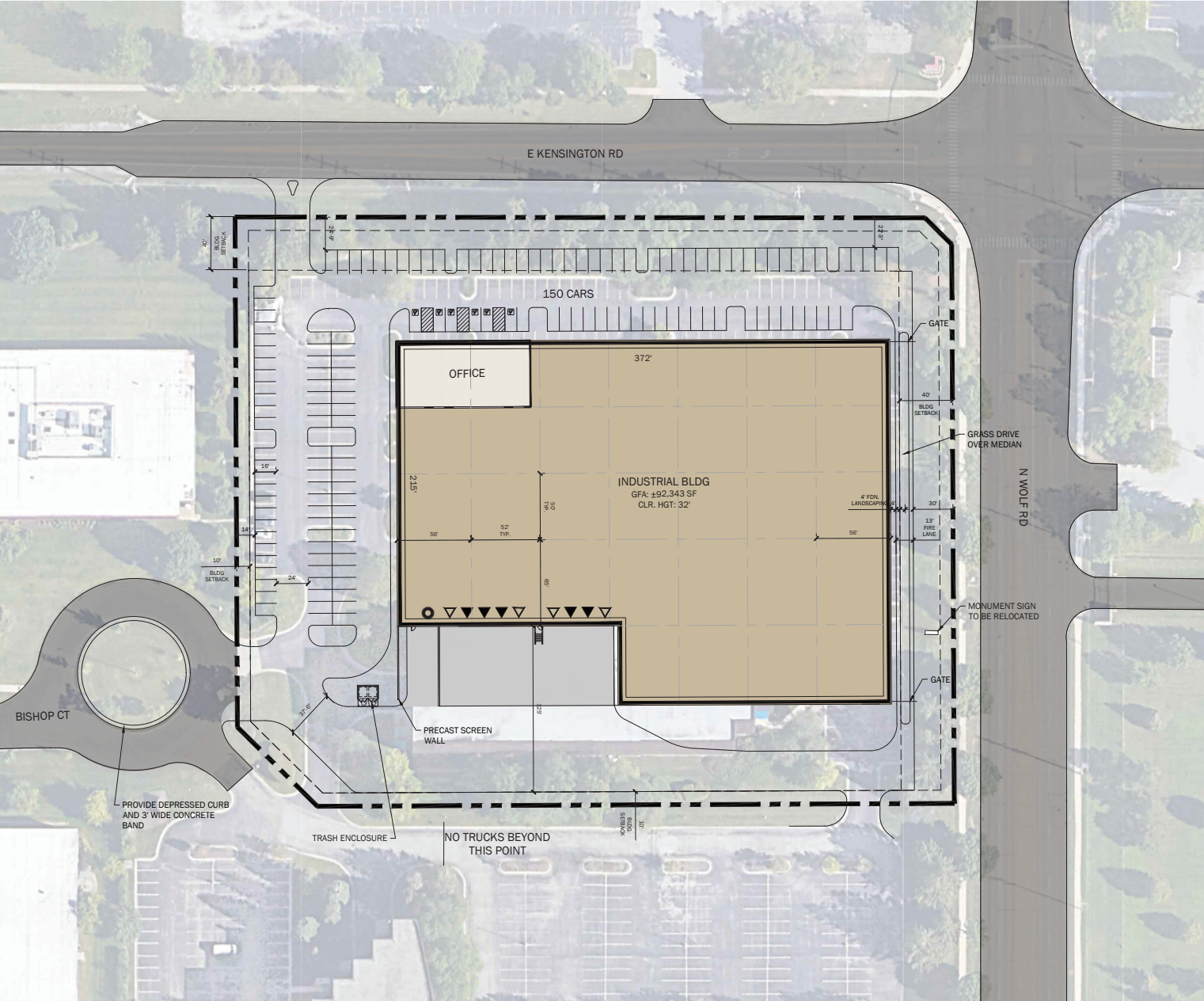
SCHEME: 01

Conceptual Site Plan
Bishop Court
1600 Bishop Ct, Mt Prospect, IL 60056

WARE MALCOMB

CH23-0114-00
2026.06.29

PAGE
01



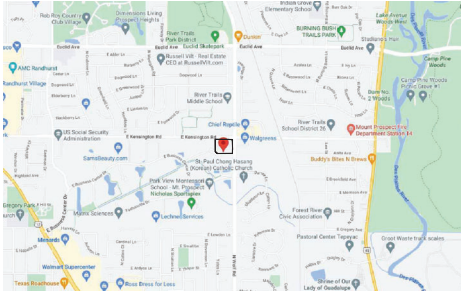
This conceptual design is based upon a preliminary review of entitlement requirements and on unverified and possibly incomplete site and/or building information, and is intended merely to assist in exploring how the project might be developed.

Boundary Source:
CIVIL CAD FILE
Stormwater Management Design:
ASSUMED OFF-SITE

SCHEME: 01

Conceptual Site Plan
Bishop Court
1600 Bishop Ct, Mt Prospect, IL 60056

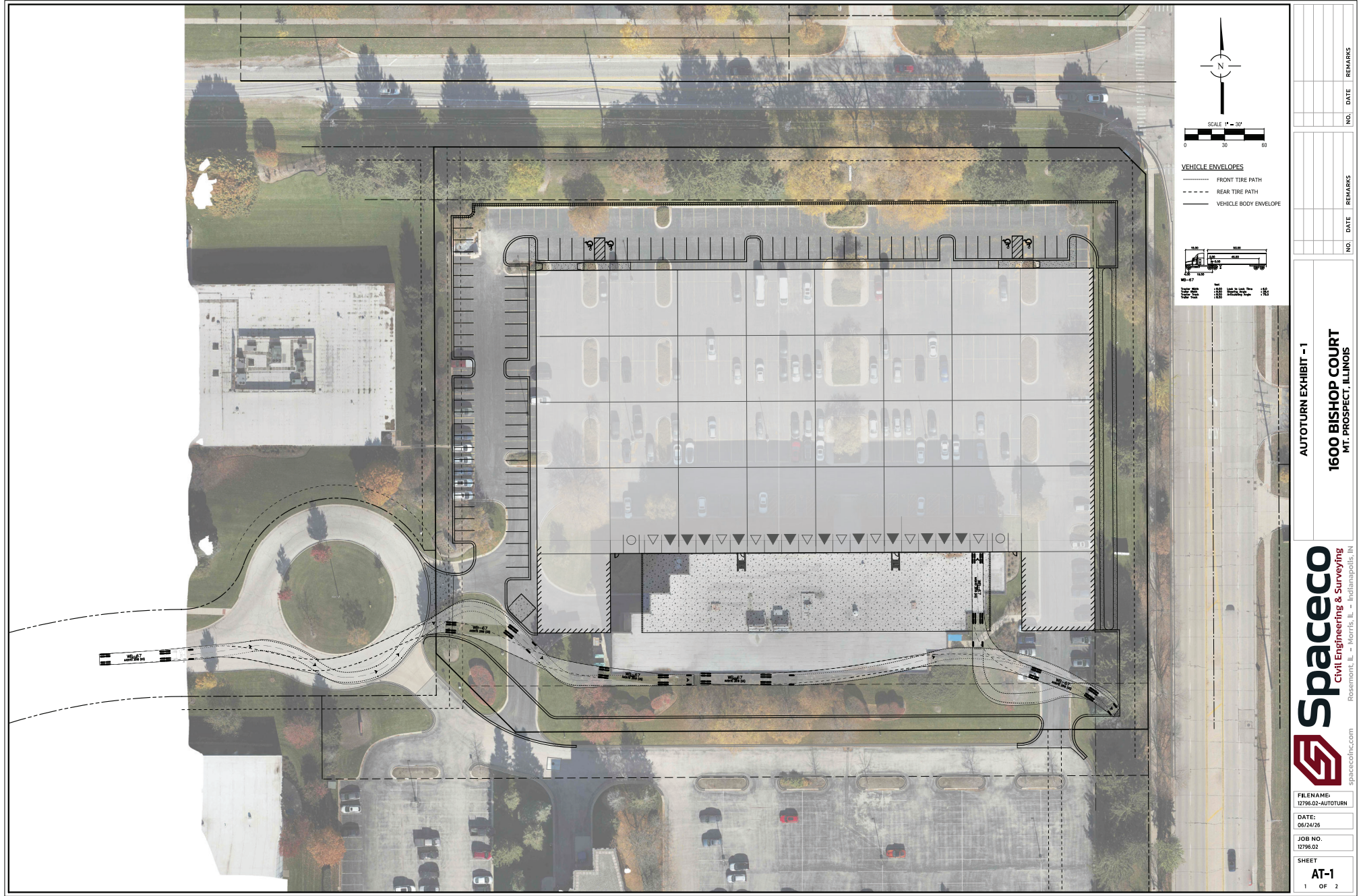
DEVELOPMENT STANDARDS			
Zoning			
Jurisdiction	Mount Prospect		
Zoning Designation	I1 - Limited Industrial PUD		
Max Coverage	75%		
Max F.A.R	TBD		
Max Height	40 FT		
Parking Standards			
	Min Stall Size	9x18	
	Drive Aisle	24 FT	
	Fire Lane	26 FT	
Required Parking			
	Office	1/250 SF	
	Manufacturing	/1.5 employees + 1/vehicle	
	Warehouse	1/1500 SF	
PROJECT DATA			
Site Summary		APN(s): 03-35-200-061-0000	
Gross Site Area		236,990 SF	5.44 AC
Total Building Area(s)		Gross Floor Area	92,343 SF
		Footprint	92,343 SF
Impervious Coverage		Gross	78%
FAR		Gross	0.39
Existing Building			
Building Area(s)		Footprint	92,343 SF
		Gross Floor Area	92,343 SF
Cars Required		@10.5% Office	94 Stalls ¹
Provided Cars		@1.62/1,000 SF	150 Stalls
		Req. Accessible	5 Stalls
Drive-in Doors			1
Docks		@1.08/10,000 SF	10
Notes			
1. Parking variance may be required			
2			



WARE MALCOMB

CH23-0114-00
2026.06.29

PAGE
01

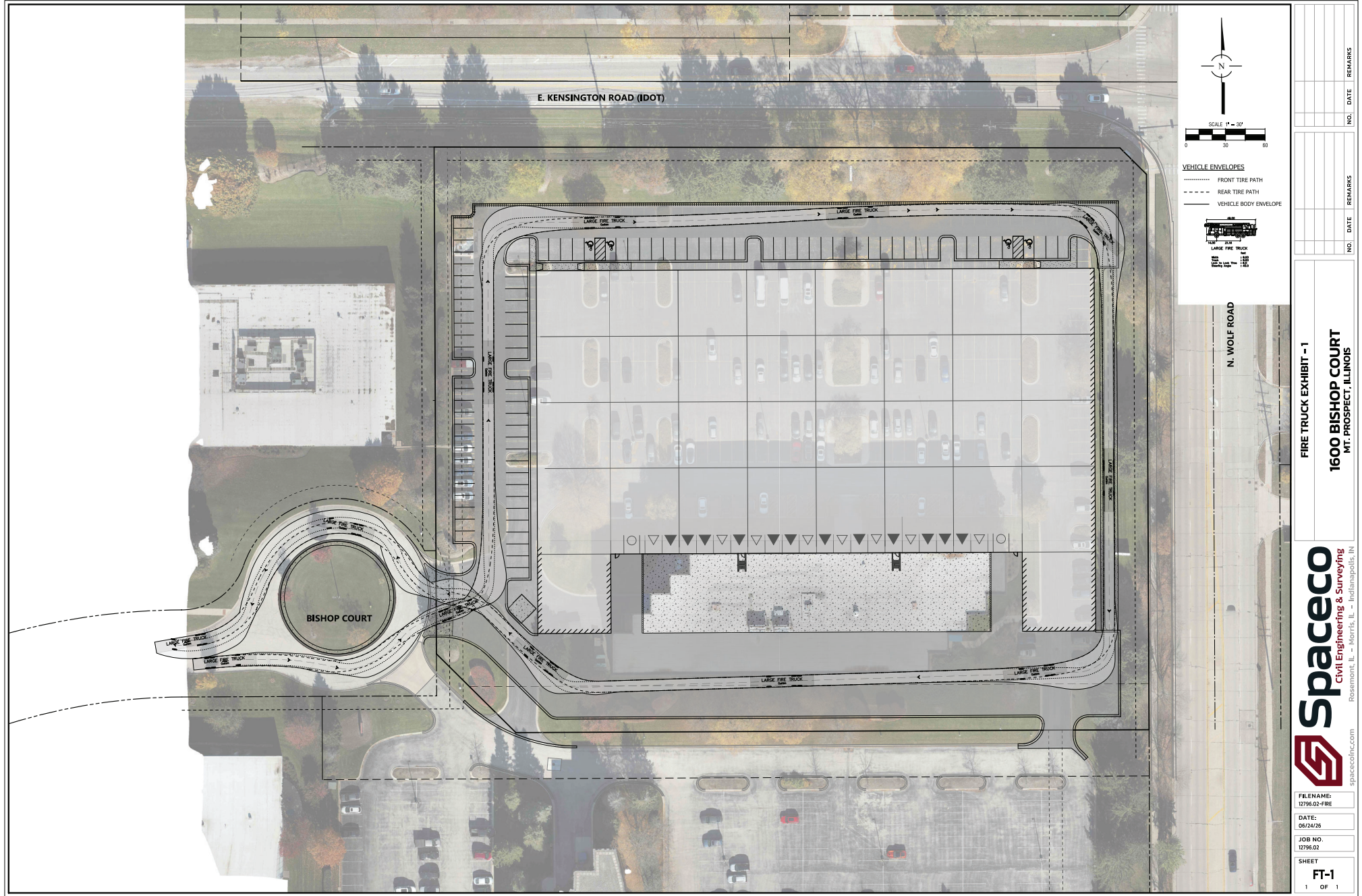


AUTOTURN EXHIBIT -1
1600 BISHOP COURT
 MT. PROSPECT, ILLINOIS

Spaceco
 Civil Engineering & Surveying
 Rosemont, IL - Morris, IL - Indianapolis, IN
 spacecoinc.com

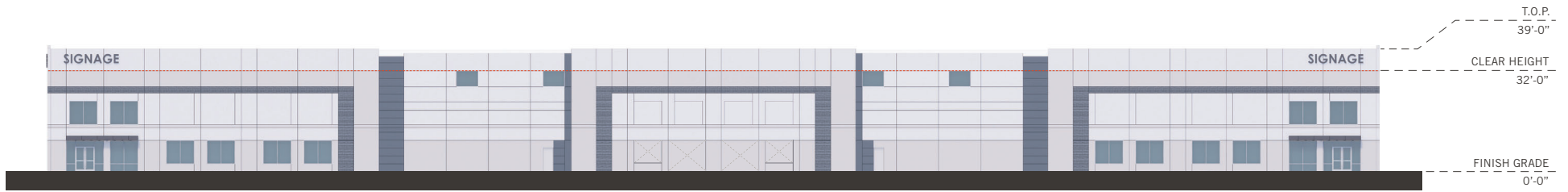
FILENAME:
 12795-01-AUTOTURN
 DATE:
 06/24/25
 JOB NO.
 12795-01
 SHEET
AT-1
 1 OF 2

NO.	DATE	REMARKS

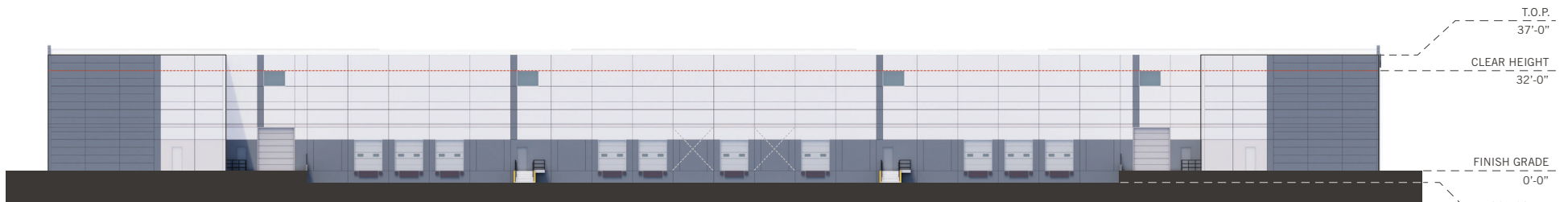


S:\projects\2025\12795-02\EXHIBITS\12795-02-FIRE-052525.dwg Details User-Master

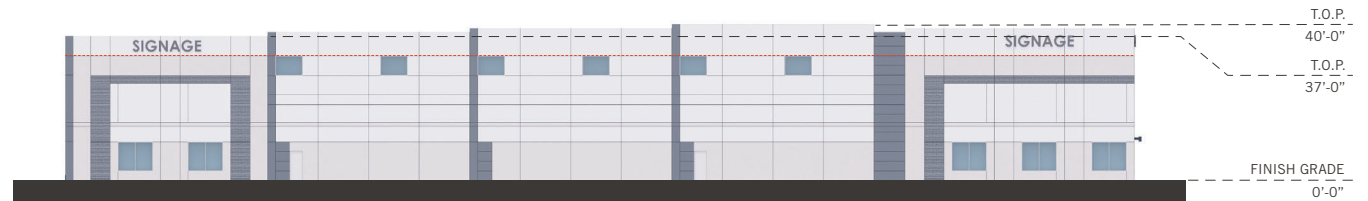




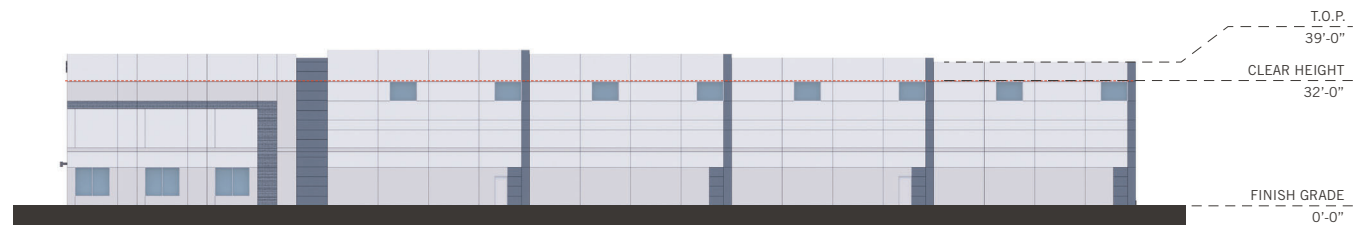
NORTH ELEVATION
SCALE: 1/32" = 1'-0"



SOUTH ELEVATION
SCALE: 1/32" = 1'-0"



EAST ELEVATION
SCALE: 1/32" = 1'-0"



WEST ELEVATION
SCALE: 1/32" = 1'-0"

SCALE: 1/32" = 1'-0"

SITE IMPROVEMENT PLANS for

MT. PROSPECT, ILLINOIS
PROJECT NO:12796.02

DEVELOPER

NICHOLAS & ASSOCIATES, INC.
1001 FEEHANVILLE DRIVE
MOUNT PROSPECT, IL 60056
PH: (847) 394-6200

ARCHITECT

WARE MALCOMB
1315 W 22ND ST #410,
OAK BROOK, IL 60523
PH: (858) 638-7277

CALL J.U.L.I.E. 1-800-892-0123
WITH THE FOLLOWING:

COUNTY COOK
CITY, TOWNSHIP MOUNT PROSPECT, T42N
SEC. & 1/4 SEC. NO. SEC 35, NE 1/4

48 HOURS BEFORE YOU DIG.
EXCLUDING SAT., SUN. & HOLIDAYS

BENCHMARK

ELEVATION:

DESCRIPTION: SEE SHEET ET1 FOR BENCHMARK INFORMATION

NOTE:

SPACECO, INC. IS TO BE NOTIFIED AT LEAST THREE (3) DAYS PRIOR TO STARTING CONSTRUCTION AND SHALL BE INCLUDED IN THE PRECONSTRUCTION MEETINGS

REVISIONS

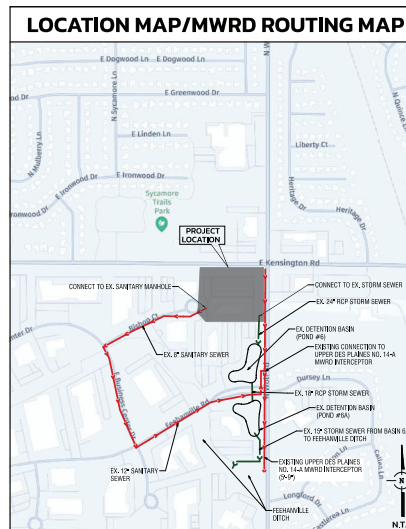
ORIGINAL PLAN DATE: APRIL 03, 2026

#	SHEET #	REMARKS	DATE
1	1,2,6,7,11,13,15,16	FOR VILLAGE SUBMITTAL	04/16/26
2	4-7,10,13,15	PER VILLAGE REVIEW	05/29/26
3	13	PER SPACECO	06/02/26
4	4-7, 13,15,16	PER VILLAGE REVIEW	06/24/26

INDEX

[illegible]

LOCATION MAP/MWRD ROUTING MAP




 ENGINEER
 MICHAEL MONDUS, P.E.
 ILLINOIS REGISTRATION NO.: 060-052057
 EXPIRATION DATE: 11/30/2027
 PROFESSIONAL DESIGN FIRM NO: 184-001157
 EXPIRATION DATE: 04/30/2027
 THESE PLANS OR ANY PART THEREOF SHALL BE CONSIDERED VOID WITHOUT

06/24/26
 DATE



**1600 BISHOP COURT
MOUNT PROSPECT, IL**

Rosemont Office
9575 W. Higgins Road, Suite 700
Rosemont, Illinois 60018
Phone: (847) 696-4060

paceco
Civil Engineering & Surveying
Rosemont, IL Morris, IL - Indianapolis, IN



spacecoinc.com

FILENAME:
12796.02TITLE

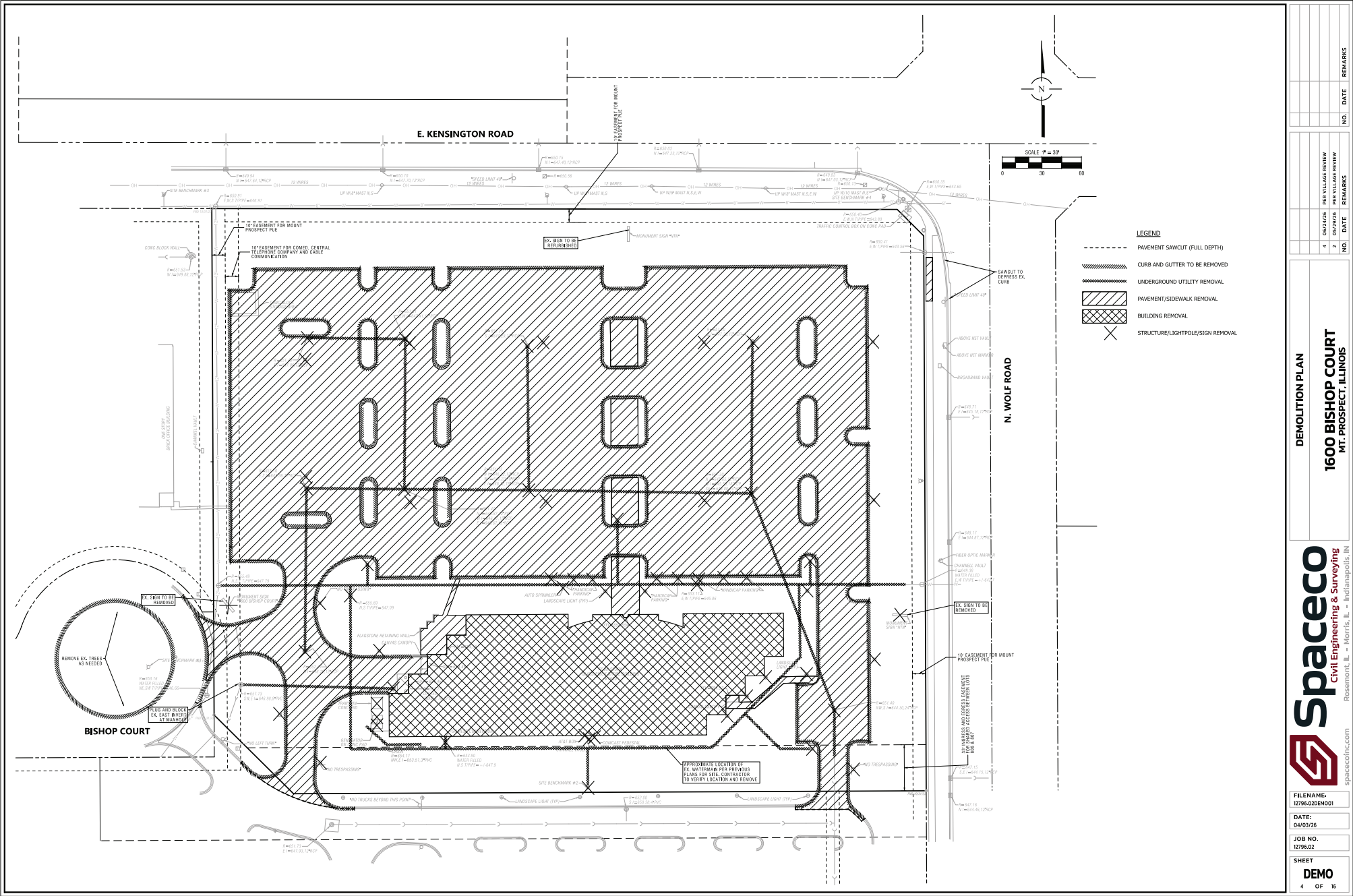
DATE:
04/03/26

JOB NO.
12795.02

SHEET
61

1 OF 16

Page 107 of 146



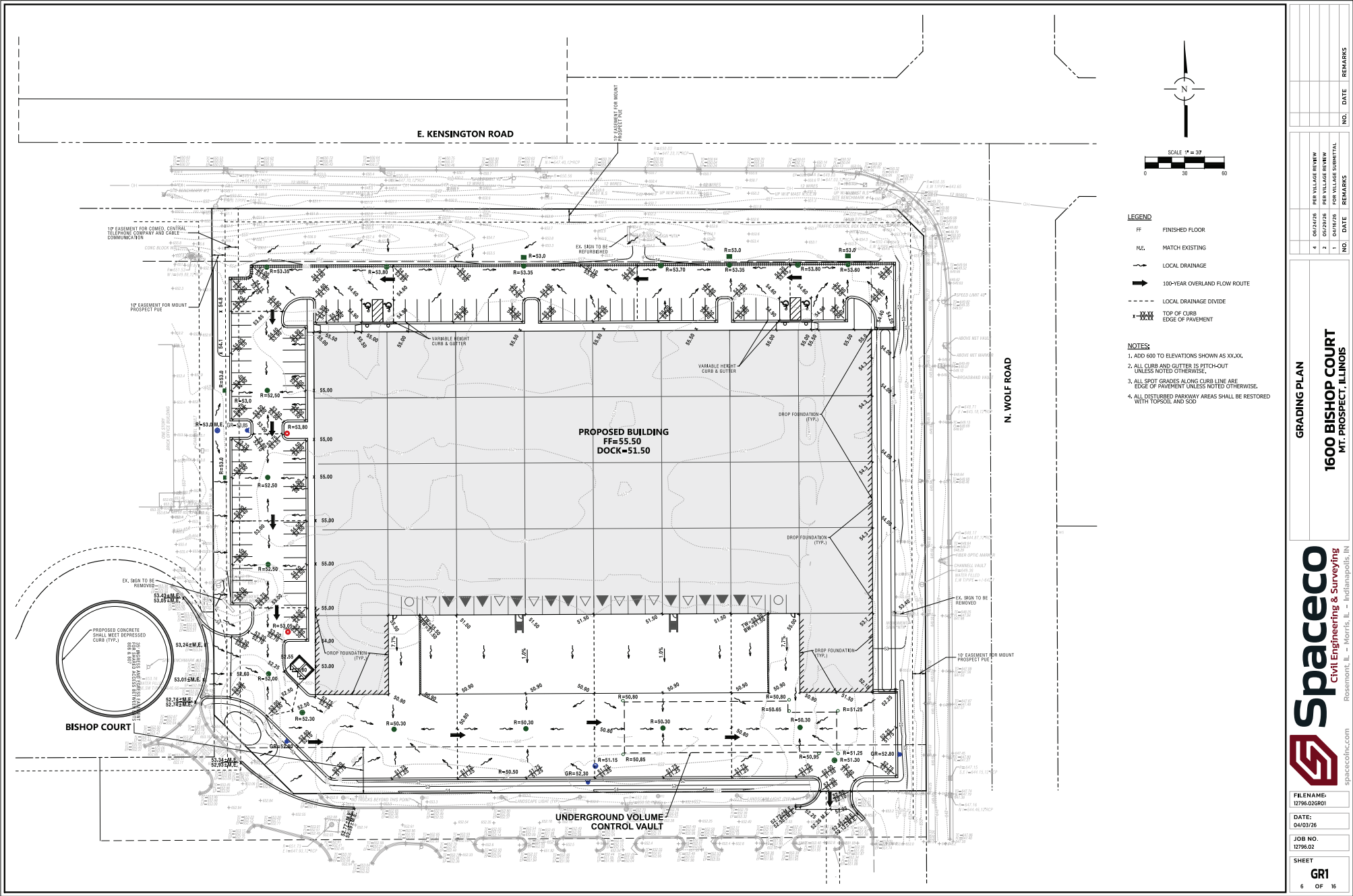
DEMOLITION PLAN

1600 BISHOP COURT
MT. PROSPECT, ILLINOIS



FILE NAME:	12796-02DEM001
DATE:	04/03/26
JOB NO.	12796.02
SHEET	DEMO
4	OF 16

NO.	DATE	REMARKS
4	04/03/26	FOR VILLAGE REVIEW
3	02/27/26	FOR VILLAGE REVIEW



GRADING PLAN
1600 BISHOP COURT
MT. PROSPECT, ILLINOIS



FILE NAME:	12796.03(801)
DATE:	04/03/26
JOB NO.	12796.02
SHEET	GR1
6	OF 16

NO.	DATE	REMARKS
1	04/22/26	PER VILLAGE REVIEW
2	04/22/26	PER VILLAGE REVIEW
3	04/22/26	FOR VILLAGE SUBMITTAL

					REMARKS

[illegible]

COURT
 ILLINOIS
 NO. DATE REF.

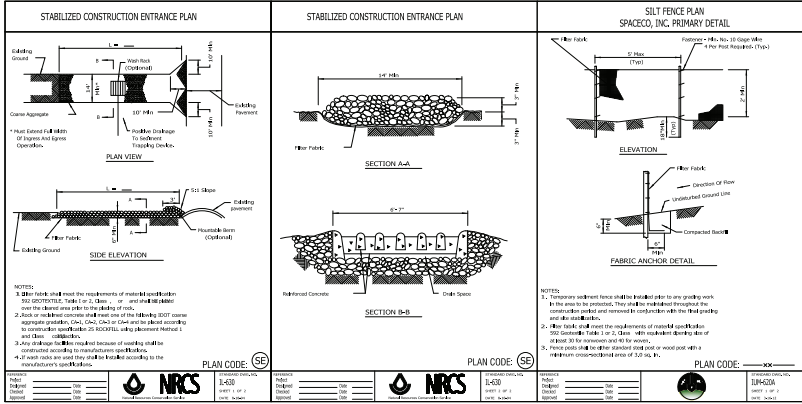
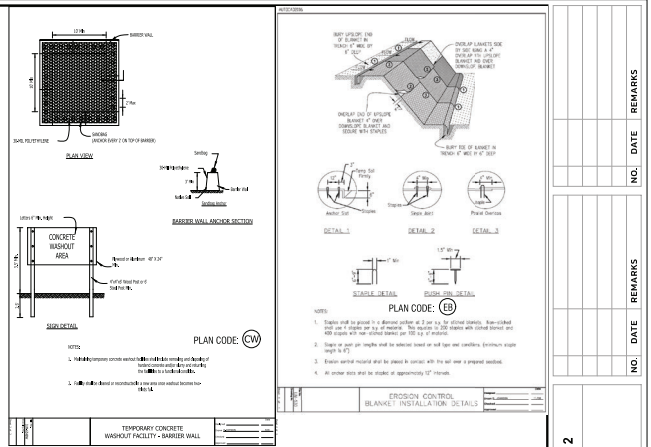
1600 BISHOP
MT. PROSPECT,

10
aying
polls, IN

Daceo
Civil Engineering & Surveying
Mont, IL - Morris, IL - Indianapolis, IN



spacecoinc.com Rosebud



Catch-A-III is a manufactured inlet filtration device designed to significantly reduce the impact of pollutants into stormwater systems, and therefore, improve water quality. Designs are available for a custom fit in virtually any drainage structure setting.

Catch-A-III HR is available to provide the added benefit of hydrocarbon removal.

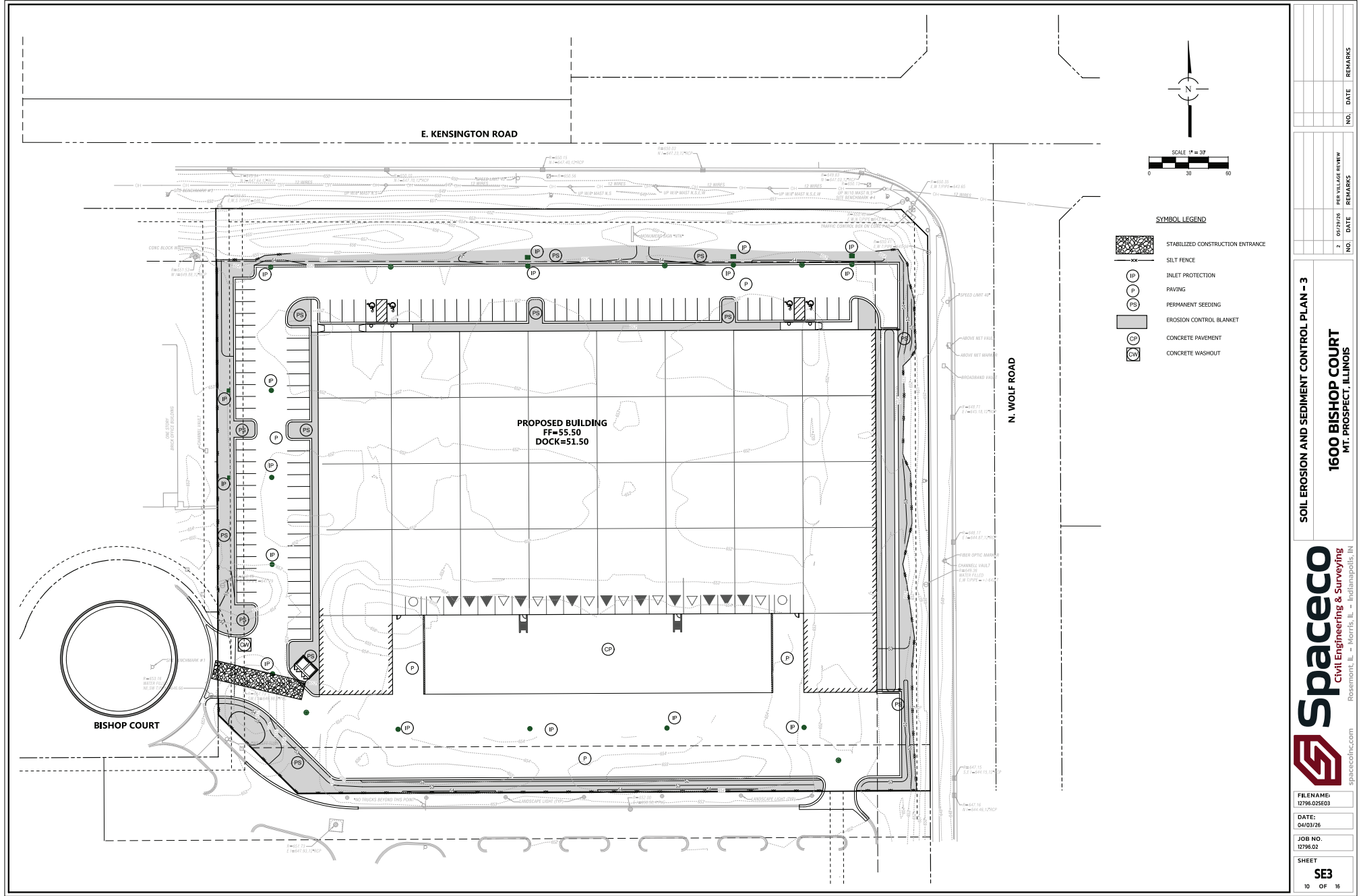
Design Benefits

- 1. Pollutant Prevention
 - Sediment Control
- 2. Pollutant Removal
 - Hydrocarbon (Catch-A-III HR)
 - Petroleum
 - Grease
 - Heavy Metals
 - In-situ of sediment control

Applications

- 1. Site Development & Highway Construction
 - Inlet Protection / Sediment Control
- 2. Treatment BMP
 - Maintenance Yards
 - Wash Rins
 - Parking Lots & Driveways
 - Access - Driveways, Oil-Less Stands, Rental Centers
 - Bank-Tail Road Driveways
 - Reduce Maintenance of Underground Drainage Systems
 - Reduce Maintenance of Underground Outwater Systems

PLAN CODE: IP



SOIL EROSION AND SEDIMENT CONTROL PLAN - 3

1600 BISHOP COURT
MT. PROSPECT, ILLINOIS

Spaceco
Civil Engineering & Surveying
Rosemont, IL - Morris, IL - Indianapolis, IN
spacecoinc.com

FILE NAME: 12796-035603
DATE: 04/03/26
JOB NO. 12796.02
SHEET SE3 10 OF 16

NO.	DATE	REMARKS
1	06/28/24	PER VILLAGE REVIEW
2		

[illegible]

A. REFERENCED SPECIFICATIONS 1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE APPLICABLE SECTIONS OF THE FOLLOWING, EXCEPT AS MODIFIED HEREIN OR ON THE PLANS: * STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION), BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT SS) FOR ALL IMPROVEMENTS EXCEPT SANITARY SEWER AND WATER MAIN CONSTRUCTION; * STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS, LATEST EDITION (SSWS) FOR SANITARY SEWER AND WATER MAIN CONSTRUCTION; * VILLAGE OF MOUNT PROSPECT MUNICIPAL CODE; * THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO (MWRD) WATERSHED MANAGEMENT ORDINANCE AND TECHNICAL GUIDANCE MANUAL; * IN CASE OF CONFLICT BETWEEN THE APPLICABLE ORDINANCES NOTED, THE MORE STRINGENT SHALL TAKE PRECEDENCE AND SHALL CONTROL ALL CONSTRUCTION. B. NOTIFICATIONS 1. THE MWRD LOCAL SEWER SYSTEMS SECTION FIELD OFFICE MUST BE NOTIFIED AT LEAST TWO (2) WORKING DAYS PRIOR TO THE COMMENCEMENT OF ANY WORK (CALL 708-588-4055 OR SEND EMAIL NOTIFICATION WITH PROJECT NAME, LOCATION AND PERMIT NUMBER TO WMOJOBSTART@MWRD.ORG). 2. THE VILLAGE OF MOUNT PROSPECT ENGINEERING DEPARTMENT AND PUBLIC MUST BE NOTIFIED AT LEAST 24 HOURS PRIOR TO THE START OF CONSTRUCTION AND PRIOR TO EACH PHASE OF WORK. CONTRACTOR SHALL DETERMINE ITEMS REQUIRING INSPECTION PRIOR TO START OF CONSTRUCTION OR EACH WORK PHASE. 3. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES PRIOR TO BEGINNING CONSTRUCTION FOR THE EXACT LOCATIONS OF UTILITIES AND FOR THEIR PROTECTION DURING CONSTRUCTION. IF EXISTING UTILITIES ARE ENCOUNTERED THAT CONFLICT IN LOCATION WITH NEW CONSTRUCTION, IMMEDIATELY NOTIFY THE ENGINEER SO THAT THE CONFLICT CAN BE RESOLVED. CALL J.U.L.I.E. AT 1-800-492-0123. C. GENERAL NOTES 1. ALL ELEVATIONS SHOWN ON PLANS REFERENCE THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88). 2. MWRD, THE MUNICIPALITY AND THE OWNER OR OWNER'S REPRESENTATIVE SHALL HAVE THE AUTHORITY TO INSPECT, APPROVE, AND REJECT THE CONSTRUCTION IMPROVEMENTS. 3. THE CONTRACTOR(S) SHALL INDEMNIFY THE OWNER, ENGINEER, MUNICIPALITY, MWRD, AND THEIR AGENTS, ETC., FROM ALL LIABILITY INVOLVED WITH THE CONSTRUCTION, INSTALLATION, OR TESTING OF THIS WORK ON THE PROJECT. 4. THE PROPOSED IMPROVEMENTS MUST BE CONSTRUCTED IN ACCORDANCE WITH THE ENGINEERING PLANS AS APPROVED BY MWRD AND THE MUNICIPALITY UNLESS CHANGES ARE APPROVED BY MWRD, THE MUNICIPALITY, OR AUTHORIZED AGENT. THE CONSTRUCTION DETAILS, AS PRESENTED ON THE PLANS, MUST BE FOLLOWED. PROPER CONSTRUCTION TECHNIQUES MUST BE FOLLOWED ON THE IMPROVEMENTS INDICATED ON THE PLANS. 5. THE LOCATION OF VARIOUS UNDERGROUND UTILITIES WHICH ARE SHOWN ON THE PLANS ARE FOR INFORMATION ONLY AND REPRESENT THE BEST KNOWLEDGE OF THE ENGINEER. VERIFY LOCATIONS AND ELEVATIONS PRIOR TO BEGINNING THE CONSTRUCTION OPERATIONS. 6. ANY EXISTING PAVEMENT, SIDEWALK, DRIVEWAY, ETC., DAMAGED DURING CONSTRUCTION OPERATIONS AND NOT CALLED FOR TO BE REMOVED SHALL BE REPLACED AT THE EXPENSE OF THE CONTRACTOR. 7. MATERIAL AND COMPACTION TESTING SHALL BE PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF THE MUNICIPALITY, MWRD, AND OWNER. 8. THE UNDERGROUND CONTRACTOR SHALL MAKE ALL NECESSARY ARRANGEMENTS TO NOTIFY ALL INSPECTION AGENCIES. 9. ALL NEW AND EXISTING UTILITY STRUCTURES ON SITE AND IN AREAS DISTURBED DURING CONSTRUCTION SHALL BE ADJUSTED TO FINISH GRADE PRIOR TO FINAL INSPECTION. 10. RECORD DRAWINGS SHALL BE KEPT BY THE CONTRACTOR AND SUBMITTED TO THE ENGINEER AS SOON AS UNDERGROUND IMPROVEMENTS ARE COMPLETED. FINAL PAYMENTS TO THE CONTRACTOR SHALL BE HELD UNTIL THEY ARE RECEIVED. ANY CHANGES IN LENGTH, LOCATION OR ALIGNMENT SHALL BE SHOWN IN RED. ALL WYES OR BENDS SHALL BE LOCATED FROM THE DOWNSTREAM MANHOLE. ALL VALVES, B-BOXES, TEEs OR BENDS SHALL BE TIED TO A FIRE HYDRANT. D. SANITARY SEWER 1. THE CONTRACTOR SHALL TAKE MEASURES TO PREVENT ANY POLLUTED WATER, SUCH AS GROUND AND SURFACE WATER, FROM ENTERING THE EXISTING SANITARY SEWERS. 2. A WATER-TIGHT PLUG SHALL BE INSTALLED IN THE DOWNSTREAM SEWER PIPE AT THE POINT OF SEWER CONNECTION PRIOR TO COMMENCING ANY SEWER CONSTRUCTION. THE PLUG SHALL REMAIN IN PLACE UNTIL REMOVAL IS AUTHORIZED BY THE MUNICIPALITY AND/OR MWRD AFTER THE SEWERS HAVE BEEN TESTED AND ACCEPTED. 3. DISCHARGING ANY UNPOLLUTED WATER INTO THE SANITARY SEWER SYSTEM FOR THE PURPOSE OF SEWER FLUSHING OF LINES FOR THE DEFLECTION TEST SHALL BE PROHIBITED WITHOUT PRIOR APPROVAL FROM THE MUNICIPALITY OR MWRD. 4. ALL SANITARY SEWER CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS (LATEST EDITION). 5. ALL FLOOR DRAINS SHALL DISCHARGE TO THE SANITARY SEWER SYSTEM. 6. ALL DOWNSPOUTS AND FOOTING DRAINS SHALL DISCHARGE TO THE STORM SEWER SYSTEM. 7. ALL SANITARY SEWER PIPE MATERIALS AND JOINTS (AND STORM SEWER PIPE MATERIALS AND JOINTS IN A COMBINED SEWER AREA) SHALL CONFORM TO THE FOLLOWING:			PIPE MATERIAL VITRIFIED CLAY PIPE REINFORCED CONCRETE SEWER PIPE CAST IRON SOIL PIPE DUCTILE IRON PIPE POLYVINYL CHLORIDE (PVC) PIPE 6-INCH TO 15-INCH DIAMETER SDR 26 18-INCH TO 27-INCH DIAMETER F/DY=46 HIGH DENSITY POLYETHYLENE (HDPE) WATER MAIN QUALITY PVC 4-INCH TO 36-INCH 4-INCH TO 12-INCH 14-INCH TO 48-INCH PIPE SPECIFICATIONS ASTM C-700 ASTM C-76 ASTM A-74 ANSI A21.51 ASTM D-3034 ASTM F-679 ASTM D-3350 ASTM D-3035 ASTM D-2241 AWWA C900 AWWA C905 JOINT SPECIFICATIONS ASTM C-425 ASTM C-443 ASTM C-564 ANSI A21.11 ASTM D-3212 ASTM D-3212 ASTM D-3261,F-2620 (HEAT FUSION) ASTM D-3212,F-477 (GASKETED) ASTM D-3139 ASTM D-3139			E. EROSION AND SEDIMENT CONTROL 1. THE CONTRACTOR SHALL INSTALL THE EROSION AND SEDIMENT CONTROL DEVICES AS SHOWN ON THE APPROVED EROSION AND SEDIMENT CONTROL PLAN. 2. EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE FUNCTIONAL PRIOR TO HYDROLOGIC DISTURBANCE OF THE SITE. 3. ALL DESIGN CRITERIA, SPECIFICATIONS, AND INSTALLATION OF EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE IN ACCORDANCE WITH THE ILLINOIS URBAN MANUAL. 4. A COPY OF THE APPROVED EROSION AND SEDIMENT CONTROL PLAN SHALL BE MAINTAINED ON THE SITE AT ALL TIMES. 5. INSPECTIONS AND DOCUMENTATION SHALL BE PERFORMED, AT A MINIMUM: a) UPON COMPLETION OF INITIAL EROSION AND SEDIMENT CONTROL MEASURES, PRIOR TO ANY SOIL DISTURBANCE. b) ONCE EVERY SEVEN (7) CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM EVENT WITH GREATER THAN 0.5 INCH OF RAINFALL OR LIQUID EQUIVALENT PRECIPITATION. 6. SOIL DISTURBANCE SHALL BE CONDUCTED IN SUCH A MANNER AS TO MINIMIZE EROSION. IF STRIPPING, CLEARING, GRADING, OR LANDSCAPING ARE TO BE DONE IN PHASES, THE CO-PERMITTEE SHALL PLAN FOR APPROPRIATE SOIL EROSION AND SEDIMENT CONTROL MEASURES. 7. A STABILIZED MAT OF CRUSHED STONE MEETING THE STANDARDS OF THE ILLINOIS URBAN MANUAL SHALL BE INSTALLED AT ANY POINT WHERE TRAFFIC WILL BE ENTERING OR LEAVING A CONSTRUCTION SITE. SEDIMENT OR SOIL REACHING AN IMPROVED PUBLIC RIGHT-OF-WAY, STREET, ALLEY OR PARKING AREA SHALL BE REMOVED BY SCRAPING OR STREET CLEANING AS ACCUMULATIONS WARRANT AND TRANSPORTED TO A CONTROLLED SEDIMENT DISPOSAL AREA. 8. CONCRETE WASHOUT FACILITIES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE ILLINOIS URBAN MANUAL AND SHALL BE INSTALLED PRIOR TO ANY ON SITE CONSTRUCTION ACTIVITIES INVOLVING CONCRETE. 9. MORTAR WASHOUT FACILITIES SHALL BE CONSTRUCTED IN ADDITION TO CONCRETE WASHOUT FACILITIES FOR ANY BRICK AND MORTAR BUILDING ENVELOPE CONSTRUCTION ACTIVITIES. 10. TEMPORARY DIVERSIONS SHALL BE CONSTRUCTED AS NECESSARY TO DIRECT ALL RUNOFF FROM HYDROLOGICALLY DISTURBED AREAS TO AN APPROPRIATE SEDIMENT TRAP OR BASIN. VOLUME CONTROL FACILITIES SHALL NOT BE USED AS TEMPORARY SEDIMENT BASINS. 11. DISTURBED AREAS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED SHALL BE STABILIZED WITH TEMPORARY OR PERMANENT MEASURES WITHIN SEVEN (7) DAYS. 12. ALL FLOOD PROTECTION AREAS AND VOLUME CONTROL FACILITIES SHALL, AT A MINIMUM, BE PROTECTED WITH A DOUBLE-ROW OF SILT FENCE (OR EQUIVALENT). 13. VOLUME CONTROL FACILITIES SHALL NOT BE CONSTRUCTED UNTIL ALL OF THE CONTRIBUTING DRAINAGE AREA HAS BEEN STABILIZED. 14. SOIL STOCKPILES SHALL, AT A MINIMUM, BE PROTECTED WITH PERIMETER SEDIMENT CONTROLS. SOIL STOCKPILES SHALL NOT BE PLACED IN FLOOD PROTECTION AREAS OR THEIR BUFFERS. 15. EARTHEN EMBANKMENT SIDE SLOPES SHALL BE STABILIZED WITH APPROPRIATE EROSION CONTROL BLANKET. 16. STORM SEWERS THAT ARE OR WILL BE FUNCTIONING DURING CONSTRUCTION SHALL BE PROTECTED BY APPROPRIATE SEDIMENT CONTROL MEASURES. 17. THE CONTRACTOR SHALL EITHER REMOVE OR REPLACE ANY EXISTING DRAIN TILES AND INCORPORATE THEM INTO THE DRAINAGE PLAN FOR THE DEVELOPMENT. DRAIN TILES CANNOT BE TRIBUTARY TO A SANITARY OR COMBINED SEWER. DRAIN TILES ALLOWED IN COMBINED SEWER AREA FOR GREEN INFRASTRUCTURE PRACTICES. 18. IF DEWATERING SERVICES ARE USED, ADJOINING PROPERTIES AND DISCHARGE LOCATIONS SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION. DEWATERING SYSTEMS SHOULD BE INSPECTED DAILY DURING OPERATIONAL PERIODS. THE SITE INSPECTOR MUST BE PRESENT AT THE COMMENCEMENT OF DEWATERING ACTIVITIES. 19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TRENCH DEWATERING AND EXCAVATION FOR THE INSTALLATION OF SANITARY SEWERS, STORM SEWERS, WATERMANS AS WELL AS THEIR SERVICES AND OTHER APPURTENANCES. ANY TRENCH DEWATERING, WHICH CONTAINS SEDIMENT SHALL PASS THROUGH A SEDIMENT SETTLING POND OR EQUALLY EFFECTIVE SEDIMENT CONTROL DEVICE. ALTERNATIVES MAY INCLUDE DEWATERING INTO A SUMP PIT, FILTER BAG OR EXISTING VEGETATED UPSLOPE AREA. SEDIMENT LADEN WATERS SHALL NOT BE DISCHARGE TO WATERWAYS, FLOOD PROTECTION AREAS OR THE COMBINED SEWER SYSTEM. 20. ALL PERMANENT EROSION CONTROL PRACTICES SHALL BE INITIATED WITHIN SEVEN (7) DAYS FOLLOWING THE COMPLETION OF SOIL DISTURBING ACTIVITIES. 21. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE MAINTAINED AND REPAIRED AS NEEDED ON A YEAR-ROUND BASIS DURING CONSTRUCTION AND ANY PERIODS OF CONSTRUCTION SHUTDOWN UNTIL PERMANENT STABILIZATION IS ACHIEVED. 22. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED WITHIN THIRTY (30) DAYS AFTER PERMANENT SITE STABILIZATION. 23. THE EROSION AND SEDIMENT CONTROL MEASURES SHOWN ON THE PLANS ARE THE MINIMUM REQUIREMENTS. ADDITIONAL MEASURES MAY BE REQUIRED, AS DIRECTED BY THE ENGINEER, SITE INSPECTOR, OR MWRD.		
			PIPE MATERIAL POLYPROPYLENE (PP) PIPE 12-INCH TO 24-INCH DOUBLE WALL 30-INCH TO 60-INCH TRIPLE WALL PIPE SPECIFICATIONS ASTM F-2736 ASTM F-2764 JOINT SPECIFICATIONS D-3212, F-477 D3212, F-477			8. ALL SANITARY SEWER CONSTRUCTION (AND STORM SEWER CONSTRUCTION IN COMBINED SEWER AREAS), REQUIRES STONE BEDDING WITH STONE ¼ " TO 1" IN SIZE, WITH MINIMUM BEDDING THICKNESS EQUAL TO ¼ THE OUTSIDE DIAMETER OF THE SEWER PIPE, BUT NOT LESS THAN FOUR (4) INCHES NOR MORE THAN EIGHT (8) INCHES. MATERIAL SHALL BE CA-7, CA-11 OR CA-13 AND SHALL BE EXTENDED AT LEAST 12" ABOVE THE TOP OF THE PIPE WHEN USING PVC. 9. NON-SHEAR FLEXIBLE-TYPE COUPLINGS SHALL BE USED IN THE CONNECTION OF SEWER PIPES OF DISSIMILAR PIPE MATERIALS. 10. ALL MANHOLES SHALL BE PROVIDED WITH BOLTED, WATERTIGHT COVERS. SANITARY LIDS SHALL BE CONSTRUCTED WITH A CONCEALED PICKHOLE AND WATERTIGHT GASKET WITH THE WORD "SANITARY" CAST INTO THE LID. 11. WHEN CONNECTING TO AN EXISTING SEWER MAIN BY MEANS OTHER THAN AN EXISTING WYE, TEE, OR AN EXISTING MANHOLE, ONE OF THE FOLLOWING METHODS SHALL BE USED: a) A CIRCULAR SAW-CUT OF SEWER MAIN BY PROPER TOOLS ("SHEWER-TAP" MACHINE OR SIMILAR) AND PROPER INSTALLATION OF HUBWYE SADDLE OR HUB-TEE SADDLE. b) REMOVE AN ENTIRE SECTION OF PIPE (BREAKING ONLY THE TOP OF ONE BELL) AND REPLACE WITH A WYE OR TEE BRANCH SECTION. c) WITH PIPE CUTTER, NEATLY AND ACCURATELY CUT OUT DESIRED LENGTH OF PIPE FOR INSERTION OF PROPER FITTING, USING "BAND SEAL" OR SIMILAR COUPLINGS TO HOLD IT FIRMLY IN PLACE. 12. WHENEVER A SANITARY/COMBINED SEWER CROSSES UNDER A WATERMAIN, THE MINIMUM VERTICAL DISTANCE FROM THE TOP OF THE SEWER TO THE BOTTOM OF THE WATERMAIN SHALL BE 18 INCHES. FURTHERMORE, A MINIMUM HORIZONTAL DISTANCE OF 10 FEET BETWEEN SANITARY/COMBINED SEWERS AND WATERMANS SHALL BE MAINTAINED UNLESS: THE SEWER IS LAID IN A SEPARATE TRENCH, KEEPING A MINIMUM 18" VERTICAL SEPARATION; OR THE SEWER IS LAID IN THE SAME TRENCH WITH THE WATERMAIN LOCATED AT THE OPPOSITE SIDE ON A BENCH OF UNDISTURBED EARTH, KEEPING A MINIMUM 18" VERTICAL SEPARATION. IF EITHER THE VERTICAL OR HORIZONTAL DISTANCES DESCRIBED CANNOT BE MAINTAINED, OR THE SEWER CROSSES ABOVE THE WATER MAIN, THE SEWER SHALL BE CONSTRUCTED TO WATER MAIN STANDARDS OR IT SHALL BE ENCASED WITH A WATER MAIN QUALITY CARRIER PIPE WITH THE ENDS SEALED. 13. ALL EXISTING SEPTIC SYSTEMS SHALL BE ABANDONED. ABANDONED TANKS SHALL BE FILLED WITH GRANULAR MATERIAL OR REMOVED. 14. ALL SANITARY MANHOLES, (AND STORM MANHOLES IN COMBINED SEWER AREAS), SHALL HAVE A MINIMUM INSIDE DIAMETER OF 48 INCHES, AND SHALL BE CAST IN PLACE OR PRE-CAST REINFORCED CONCRETE. 15. ALL SANITARY MANHOLES, (AND STORM MANHOLES IN COMBINED SEWER AREAS), SHALL HAVE PRECAST "RUBBER BOOTS" THAT CONFORM TO ASTM C-923 FOR ALL PIPE CONNECTIONS. PRECAST SECTIONS SHALL CONSIST OF MODIFIED GROOVE TONGUE AND RUBBER GASKET TYPE JOINTS. 16. ALL ABANDONED SANITARY SEWERS SHALL BE PLUGGED AT BOTH ENDS WITH AT LEAST 2 FEET LONG NON-SHRINK CONCRETE OR MORTAR PLUG. 17. EXCEPT FOR FOUNDATION/FOOTING DRAINS PROVIDED TO PROTECT BUILDINGS, OR PERFORATED PIPES ASSOCIATED WITH VOLUME CONTROL FACILITIES, DRAIN TILES/FIELD TILES/UNDERDRAINS/PERFORATED PIPES ARE NOT ALLOWED TO BE CONNECTED TO OR TRIBUTARY TO COMBINED SEWERS, SANITARY SEWERS, OR STORM SEWERS TRIBUTARY TO COMBINED SEWERS IN COMBINED SEWER AREAS. CONSTRUCTION OF NEW FACILITIES OF THIS TYPE IS PROHIBITED; AND ALL EXISTING DRAIN TILES AND PERFORATED PIPES ENCOUNTERED WITHIN THE PROJECT AREA SHALL BE PLUGGED OR REMOVED, AND SHALL NOT BE CONNECTED TO COMBINED SEWERS, SANITARY SEWERS, OR STORM SEWERS TRIBUTARY TO COMBINED SEWERS. 18. A BACKFLOW PREVENTER IS REQUIRED FOR ALL DETENTION BASINS TRIBUTARY TO COMBINED SEWERS. REQUIRED BACKFLOW PREVENTERS SHALL BE INSPECTED AND EXERCISED ANNUALLY BY THE PROPERTY OWNER TO ENSURE PROPER OPERATION, AND ANY NECESSARY MAINTENANCES SHALL BE PERFORMED TO ENSURE FUNCTIONALITY. IN THE EVENT OF A SEWER SURCHARGE INTO AN OPEN DETENTION BASIN TRIBUTARY TO COMBINED SEWERS, THE PERMITTEE SHALL ENSURE THAT CLEAN UP AND WASH OUT OF SEWAGE TAKES PLACE WITHIN 48 HOURS OF THE STORM EVENT.		

MWRD GENERAL NOTES

1600 BISHOP COURT
MT. PROSPECT, ILLINOIS



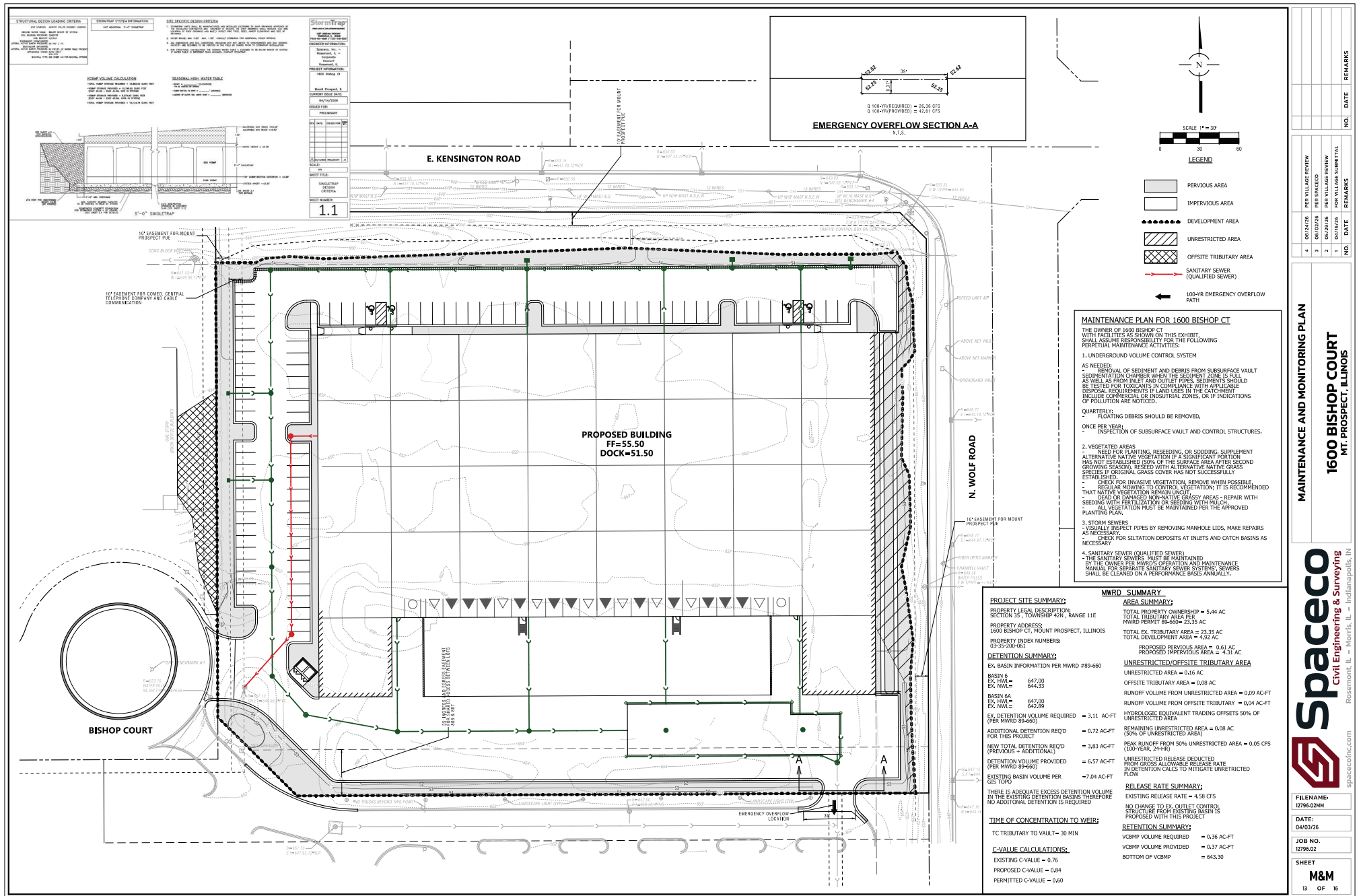
FILE NAME
12196-025PEC02

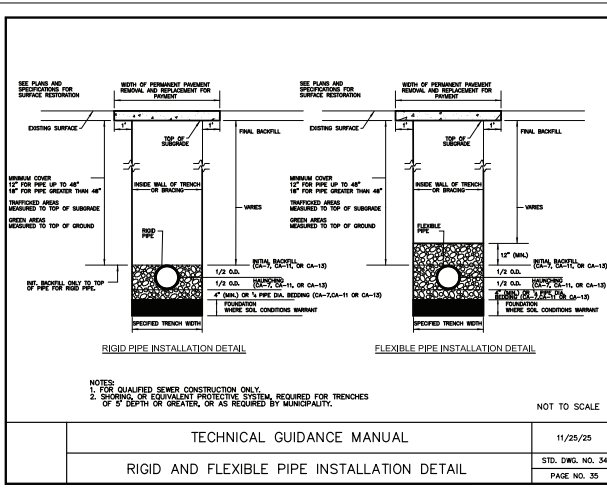
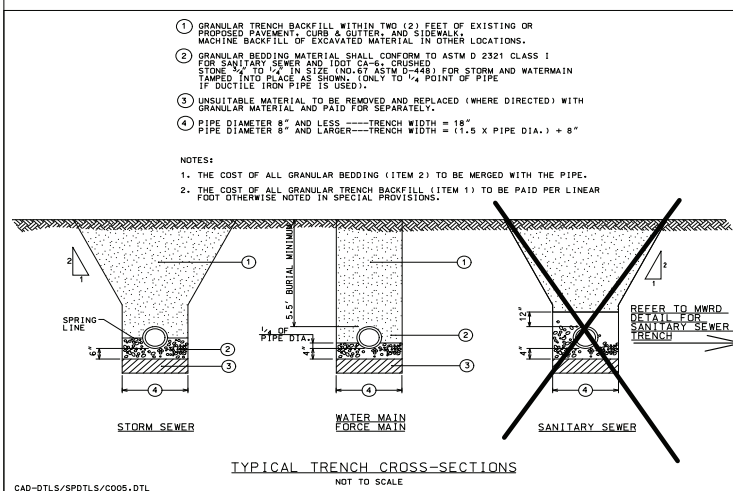
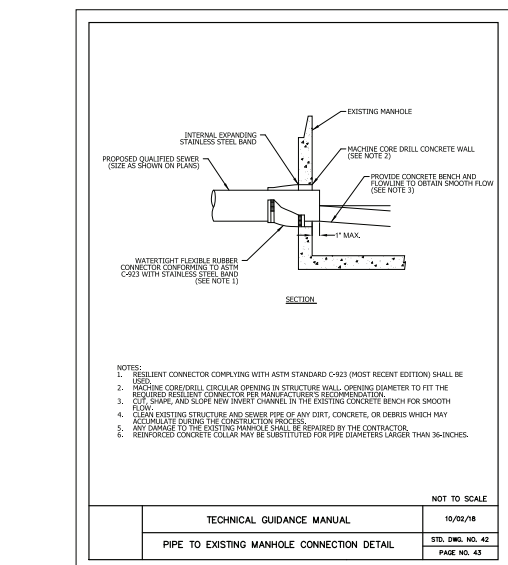
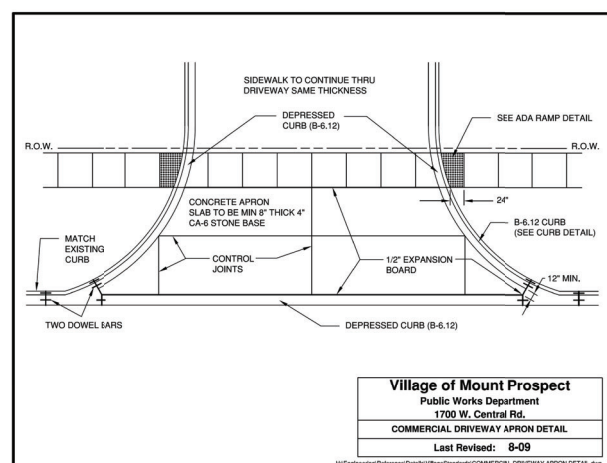
DATE:
04/03/26

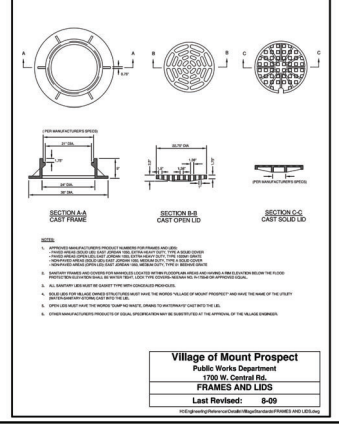
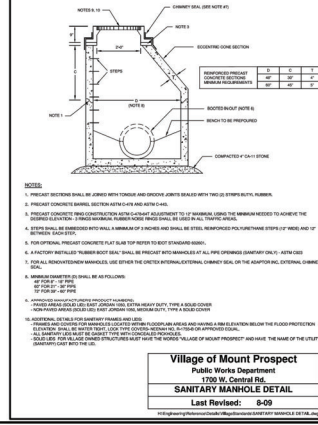
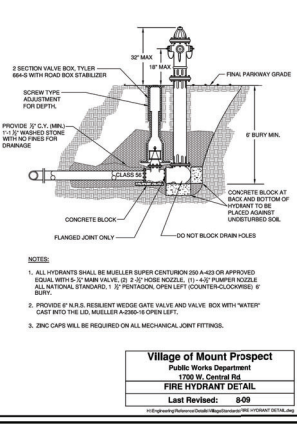
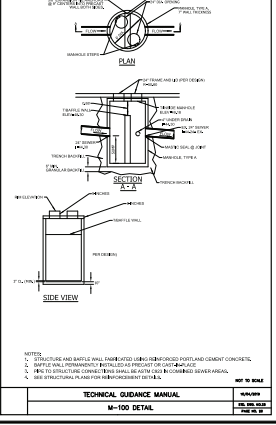
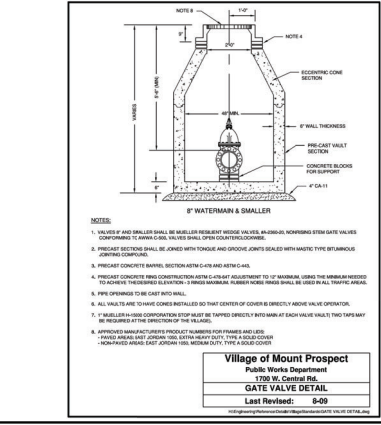
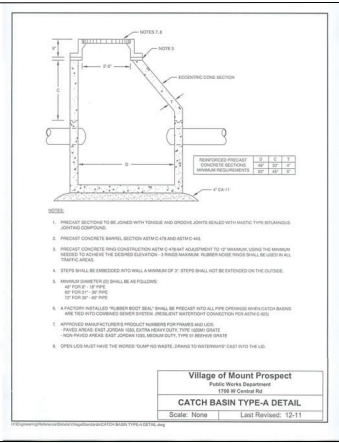
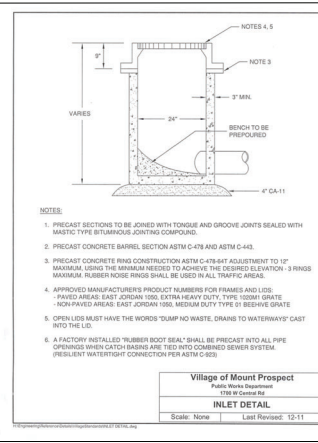
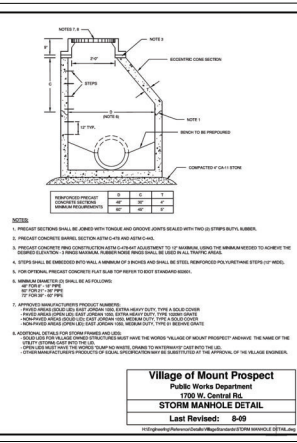
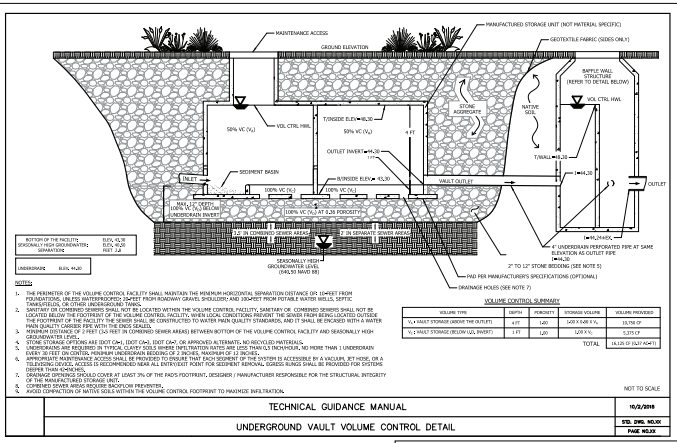
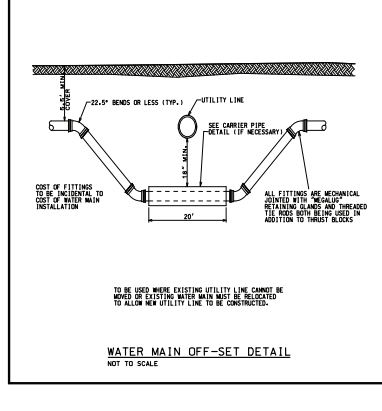
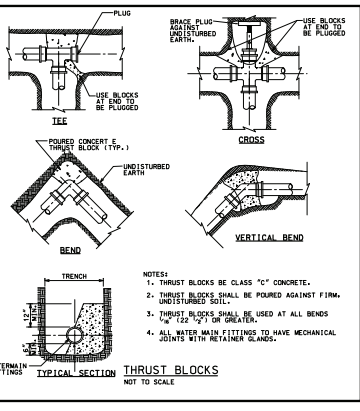
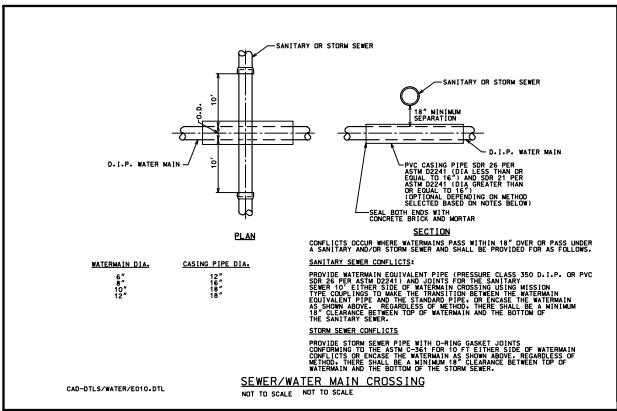
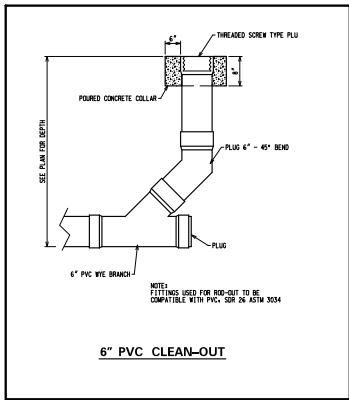
JOB NO.
12196-02

SHEET

SP2
12 OF 16







DETAILS-2
1600 BISHOP COURT
MT. PROSPECT, ILLINOIS

Spaceco
Civil Engineering & Surveying
Rosemont, IL - Morris, IL - Indianapolis, IN
spacecoinc.com

FILE NAME:
121961-00010210
DATE:
04/03/26
JOB NO.
121961-02
SHEET
D2
15 OF 16



STORMTRAP CONTACT INFORMATION	
STORMTRAP SUPPLIER:	STORMTRAP
CONTACT NAME:	Kathy Ozawa
CELL PHONE:	(800) 470-5234



SHEET NUMBER:
0.0

GENERAL NOTES:

- [illegible]

SHEET NUMBER:

1.0

[illegible]

LINE (SABING): AASHTO HS-20 HIGHWAY LOAD
GROUND WATER TABLE: BELOW REVERSED OF SYSTEM
SOIL BEARING PRESSURE: 3000 PSF
SOIL DENSITY: 120 PCF
EQUIVALENT SATURATED
LATERAL ACTIVE EARTH PRESSURE: 35 PSF / FT.
EQUIVALENT SATURATED
LATERAL ACTIVE EARTH PRESSURE: 60 PSF / FT. (IF WATER TABLE PRE
APPLICABLE CODES ASTM C887
A31-318
BACKFILL TYPE SEE SHEET 4.0 FOR BACKFILL OPT

Copyright © 2006 John Wiley & Sons, Ltd.

UNIT HEADROOM: 5'-0" SINGLETRAP

CITE SPECIFIC BEHAVIOR COMMENTS

1. STORMWATER DRENCH SHALL BE MANUFACTURED AND INSTALLED ACCORDING TO SHOP DRAWINGS APPROVED BY THE BUILDING CONTRACTOR AND ENGINEER OF RECORD. THE SHOP DRAWINGS SHALL INDICATE SIZE AND LOCATION OF INLET DRAINAGES AND INLET/OUTLET PIPE TYPES, SIZES, INVERT ELEVATIONS AND SIZE OF OPENINGS.
2. COVER RANKING: MIN. 1.00' MAX. 1.30' CONSULT STORMWATER FOR ADDITIONAL COVER OPTIONS.
3. ALL DRAINAGES AND SOIL CONDITIONS, INCLUDING BUT NOT LIMITED TO GROUNDWATER AND SOIL BEARING CAPACITY ARE REQUIRED TO BE VERIFIED IN THE FIELD BY OTHERS PRIOR TO STORMWATER INSTALLATION.
4. FOR STRUCTURAL CALCULATIONS THE GROUND WATER TABLE IS ASSUMED TO BE BELOW INVERT OF SYSTEM IF WATER TABLE IS DIFFERENT THAN ASSUMED, CONTACT STORMWATER.

SHEET NUMBER:

1.1

$$\text{adjoint of } \text{proj} = \text{adjoint} = \text{proj}$$

DESIGN CRITERIA

- ALLOWABLE MIN GRADE = 5.81'
ALLOWABLE MIN GRADE = 4.80'
INODE HEIGHT ELEVATION = 48.32'
SYSTEM INVERT = 43.30'
- NOTES:**
1. DIMENSIONING OF STORMPUMP SYSTEM SHOWN BELOW ALLOW FOR A 3/4" GAP BETWEEN EACH MODULE.
 2. ALL DIMENSIONS TO BE RECHECKED IN THE FIELD BY OWNER.
 3. SEE SHEET 1.0 FOR INSTALLATION SPECIFICATIONS.
 4. SP = INDICATES A NODE WITH AN OVERFLOW.
 5. P = INDICATES A MODULE WITH A PUMP, AUTOMATED.
 6. CONTRACTOR RESPONSIBILITY TO OBTAIN APPROVAL/ACCURACY TO FINAL ENGINEER OF RECORD PLAN.
 7. IN ORDER FOR STORMPUMP TO GENERATE APPROVED DRAWING, CIVIL ENGINEERING DRAWINGS MUST BE A AND SHALL INCLUDE ALL PIPE TYPES, PIPE MATERIAL, PIPE HEIGHT ELEVATIONS, ACCESS OPENING SIZE AND LOCATION, AND ALL OTHER INFORMATION REQUIRED BY THE CITY OF LOS ANGELES.

SHEET NUMBER:
2.0



$\hat{y}^{\text{tr}} = \hat{y}^{\text{tr}}$	$\hat{y}^{\text{tr}}$	4000 P2	$\hat{y}^{\text{tr}} \oplus \hat{y}^{\text{tr}}$
$\hat{y}^{\text{tr}} = \hat{y}^{\text{tr}}$	$\hat{y}^{\text{tr}}$	4000 P2	$\hat{y}^{\text{tr}} \oplus \hat{y}^{\text{tr}}$
$\hat{y}^{\text{tr}} = \hat{y}^{\text{tr}}$	$\hat{y}^{\text{tr}}$	4000 P2	$\hat{y}^{\text{tr}} \oplus \hat{y}^{\text{tr}}$
$\hat{y}^{\text{tr}} = \hat{y}^{\text{tr}}$	$\hat{y}^{\text{tr}}$	4000 P2	$\hat{y}^{\text{tr}} \oplus \hat{y}^{\text{tr}}$
$\hat{y}^{\text{tr}} = \hat{y}^{\text{tr}}$	$\hat{y}^{\text{tr}}$	4000 P2	$\hat{y}^{\text{tr}} \oplus \hat{y}^{\text{tr}}$

SHEET NUMBER:
2.1

STORMTRAP INSTALLATION SPECIFICATION

- [illegible]

SHEET NUMBER:
3.0

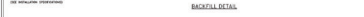
STANDARD WOOD LIFTING SPECIFICATION

- [illegible]

END PANEL ERECTION/INSTALLATION SPECIFICATION

1. ONE HANDLE WILL BE SUPPLIED TO CLIMB UP OPEN ENDS OF RAILS.
2. HANDLE SHALL BE SUPPLIED IN A TIE OF FIBERGLASS STRIPS, SECURE ON INSIDE UPPER TO LOWER 2.5 FEET END PANEL, UNBURNISHED, AND NOT INDENTED OUTSIDE PANEL.
3. CONNECTION SHALL BE SECURED WITH ONE HANDLE TO SECURELY TIE HANDLE TO RESISTANT STRAPBAND WOODS (ONE HANDLE CONNECTION EACH).
4. HAND CONNECTION SHALL BE APPROVED, LIFTED OUTSIDE WAS BE READY.
5. JOINT HAND SHALL BE PLACED ABOVE RAILWAY AND RAIL, ONE END.

3.1

4.0

ACCESS OPENING SPECIFICATION

1. A TYPICAL ACCESS OPENING FOR THE MINIMUM ACCESS WIDTH OF 2'-0" IS SHOWN. ACCESS OPENINGS LARGER THAN 2'-0" ARE NOT LIMITED TO BE OPENINGS OR ENCLOSURES. ACCESS OPENINGS OF 2'-0" OR LESS ARE TO BE OPENINGS FROM THE END OF THE STAIRWAY OR ENCLOSURE TO THE END OF THE STAIRWAY OR ENCLOSURE. ACCESS OPENINGS ARE TO BE OPENINGS FROM THE END OF THE STAIRWAY OR ENCLOSURE TO THE END OF THE STAIRWAY OR ENCLOSURE. ACCESS OPENINGS ARE TO BE OPENINGS FROM THE END OF THE STAIRWAY OR ENCLOSURE TO THE END OF THE STAIRWAY OR ENCLOSURE.
2. ACCESS OPENINGS FROM STAIRS, PLACES TO GO DOWN AND RETURN FROM AND OTHER AREAS (SEESE) MUST BE THE MINIMUM ACCESS WIDTH IN THE STAIRS TO BE OPENED A MINIMUM OF 2'-0" FROM THE STAIRS TO THE STAIRWAY OR ENCLOSURE. ACCESS OPENINGS FROM STAIRS, PLACES TO GO DOWN AND RETURN FROM AND OTHER AREAS (SEESE) MUST BE THE MINIMUM ACCESS WIDTH IN THE STAIRS TO BE OPENED A MINIMUM OF 2'-0" FROM THE STAIRS TO THE STAIRWAY OR ENCLOSURE.
3. STAIRWAY ACCESS OPENINGS ARE TO BE OPENED OR CLOSED BY MEANS OF A MECHANISM OR BY MEANS OF A MECHANISM IN THE STAIRS.
4. STAIRWAY ACCESS OPENINGS ARE TO BE OPENED OR CLOSED BY MEANS OF A MECHANISM OR BY MEANS OF A MECHANISM IN THE STAIRS.

5.06.0

DETAILS - 3

1600 BISHOP COURT
MT. PROSPECT, ILLINOIS



Spaceco
Civil Engineering & Surveying

spacecoinc.com
Rosemont, IL - Morris, IL - Indianapolis, IN

5

1

LANDSCAPE MAINTENANCE SPECIFICATIONS

THE CONTRACTOR SHALL PROVIDE AS A SEPARATE BID, MAINTENANCE FOR A PERIOD OF 1 YEAR AFTER FINAL ACCEPTANCE OF THE PROJECT. LANDSCAPING, THE CONTRACTOR MUST BE ABLE TO PROVIDE CONTINUED MAINTENANCE IF REQUESTED BY THE OWNER OR PROVIDE THE NAME OF A REPUTABLE LANDSCAPE CONTRACTOR WHO CAN PROVIDE MAINTENANCE.

STANDARDS
ALL LANDSCAPE MAINTENANCE SERVICES SHALL BE PERFORMED BY TRAINED PERSONNEL USING CURRENT, ACCEPTABLE HORTICULTURAL PRACTICES. ALL WORK SHALL BE PERFORMED IN A MANNER THAT MAINTAINS THE ORIGINAL INTENT OF THE LANDSCAPE DESIGN.

ALL CHEMICAL APPLICATIONS SHALL BE PERFORMED IN ACCORDANCE WITH CURRENT COUNTY, STATE AND FEDERAL LAWS, USING EPA REGISTERED MATERIALS AND METHODS OF APPLICATION. THESE APPLICATIONS SHALL BE PERFORMED UNDER THE SUPERVISION OF A LICENSED CERTIFIED APPLICATOR TO THE OWNER.

APPROVALS
ANY WORK PERFORMED IN ADDITION TO THAT WHICH IS OUTLINED IN THE CONTRACT SHALL ONLY BE DONE UPON WRITTEN APPROVAL BY THE OWNER'S REPRESENTATIVE.

ALL SEASONAL COLOR SELECTIONS SHALL BE APPROVED BY THE OWNER'S REPRESENTATIVE PRIOR TO ORDERING AND INSTALLATION.

SOIL TESTS
THE MAINTENANCE CONTRACTOR SHALL PERFORM SOIL TESTS AS NEEDED TO IDENTIFY ANY IMBALANCES OR DEFICIENCIES CAUSING PLANT MATERIAL DECLINE. THE OWNER SHALL BE NOTIFIED OF THE RECOMMENDATION FOR APPROVAL, AND THE NECESSARY CORRECTIONS MADE AT AN ADDITIONAL COST TO THE OWNER.

ACCEPTABLE SOIL TEST RESULTS		
	LANDSCAPE TREES & SHRUBS	TURF
PH RANGE	5.5-7.0	6.0-7.0
ORGANIC MATTER	1-12%	12-15%
MAGNESIUM (MG)	100-150 LBS./ACRE	100-150 LBS./ACRE
PHOSPHORUS (PPM)	150-180 LBS./ACRE	150-180 LBS./ACRE
POTASSIUM (PPM)	120-150 LBS./ACRE	120-150 LBS./ACRE
SOLUBLE SALTS	NOT TO EXCEED 1000 PPM TO 1500 PPM	NOT TO EXCEED 700 PPM TO 1500 PPM
	IN SOIL, NOT TO EXCEED 1400 PPM TO 2000 PPM	IN SOIL, NOT TO EXCEED 2000 PPM TO 3000 PPM
	MAGNESIUM IN HIGH ORGANIC MAT	MAGNESIUM IN HIGH ORGANIC MAT

FOR UNUSUAL SOIL CONDITIONS, THE FOLLOWING OPTIONAL TESTS ARE RECOMMENDED WITH LEVELS NOT TO EXCEED:

BORON	3 POUNDS PER ACRE
MANGANESE	50 POUNDS PER ACRE
POTASSIUM (PPM)	450 POUNDS PER ACRE
ZINC	20 POUNDS PER ACRE

WORMCAST

DURING LANDSCAPE MAINTENANCE OPERATIONS, ALL AREAS SHALL BE KEPT NEAT AND CLEAN. PRECAUTIONS SHALL BE TAKEN TO AVOID DAMAGE TO EXISTING STRUCTURES. ALL WORK SHALL BE 8' FROM THE CURBSIDE TO THE OPERATORS. THE OCCUPANTS AND ANY PEDESTRIANS. UPON COMPLETION OF MAINTENANCE OPERATIONS, ALL DEBRIS AND WASTE MATERIAL SHALL BE CLEANED UP AND REMOVED FROM THE SITE. UNLESS PROVIDED HAVE BEEN GRANTED BY THE OWNER TO USE ON-SITE TRASH RECEPTACLES. ANY DAMAGE TO THE LANDSCAPE, STRUCTURES, OR REGISTRATION SYSTEMS CAUSED BY THE MAINTENANCE CONTRACTOR, SHALL BE REPAIRED BY THE MAINTENANCE CONTRACTOR WITHOUT CHARGE TO THE OWNER.

TURF

GENERAL CLEAN UP
PRIOR TO MOWING, ALL TRASH, STICKS, AND OTHER UNWANTED DEBRIS SHALL BE REMOVED FROM LAWNS, PLANT BEDS, AND PAVED AREAS.

MOWING
TURF GRASSES, INCLUDING BLUE GRASS, TALL FESCUE, PERENNIAL RYEGRASS, ETC., SHALL BE MAINTAINED AT A HEIGHT OF 2" TO 3" IN SPRING AND FROM JUNE THROUGH SEPTEMBER. MOWING HEIGHT SHALL BE MAINTAINED AT NO LESS THAN 2".

THE MOWING OPERATION INCLUDES TRIMMING AROUND ALL OBSTACLES, REMOVING EXCESSIVE GRASS CLIPPING AND REMOVING DEBRIS FROM CURBS, CURBS AND PARKING AREAS. CAUTION MECHANICAL WEEDERS SHOULD NOT BE USED AROUND TREES BECAUSE OF POTENTIAL DAMAGE TO THE BARK.

EDGING
EDGING OF ALL SIDEWALKS, CURBS AND OTHER PAVED AREAS SHALL BE PERFORMED ONCE EVERY OTHER MOWING. DEBRIS FROM THE EDGING OPERATIONS SHALL BE REMOVED AND THE AREAS SHEET CLEAN. CAUTION SHALL BE USED TO AVOID ANY LYING DEBRIS.

FERTILIZING
SEASONALLY STEPPED FERTILIZATION SHALL BE APPLIED IN AREAS BASED ON THE EXISTING TURF SPECIES.

LAWN WEED CONTROL, HERBICIDES
SELECTION AND PROPER USE OF HERBICIDES SHALL BE THE LANDSCAPE CONTRACTOR'S RESPONSIBILITY. ALL CHEMICAL APPLICATIONS SHALL BE PERFORMED UNDER THE SUPERVISION OF A LICENSED CERTIFIED APPLICATOR. READ THE LABEL PRIOR TO APPLYING ANY CHEMICAL.

INSECT & DISEASE CONTROL, TURF
THE CONTRACTOR SHALL BE RESPONSIBLE FOR MONITORING THE SITE CONDITIONS ON EACH VISIT TO DETERMINE IF ANY INSECT PEST OR DISEASE PROBLEMS EXIST. THE CONTRACTOR SHALL IDENTIFY THE INSECT PEST OR DISEASE, AS WELL AS THE HOST PLANT, AND THEN CONSULT THE MOST CURRENT EDITION OF THE COOPERATIVE EXTENSION SERVICES' COMMERCIAL INSECTICIDE RECOMMENDATION FOR TURF FOR CONTROL. THE LICENSED APPLICATOR SHALL BE FAMILIAR WITH THE LABEL PROVIDED FOR THE SELECTED PRODUCT PRIOR TO APPLICATION.

INSPECTION AND TREATMENT TO CONTROL INSECT PESTS SHALL BE INCLUDED IN THE CONTRACT PRICE.

PRUNING
TREES, SHRUBS, & GROUND COVER
ALL ORNAMENTAL TREES, SHRUBS AND GROUND COVER SHALL BE PRUNED WHEN APPROPRIATE TO REMOVE DEAD OR DAMAGED BRANCHES, DEVELOP THE NATURAL SHAPE, DO NOT BREAK THIN TREES OR SHRUBS. IF PRUNING MAINTENANCE PRACTICE HAS BEEN TO SHEAR AND BAIL, THEN A NATURAL SHAPE WILL BE RESTORED GRADUALLY.

PRUNING GUIDELINES:

- PRUNE PLANTS THAT FLOWER BEFORE THE END OF JUNE (SPRING-BLOOMING) IMMEDIATELY AFTER FLOWERING. FLOWER BUDS DEVELOP DURING THE PREVIOUS GROWING SEASON, FALL, WINTER OR SPRING PRUNING WOULD REDUCE THE SPRING FLOWERING DISPLAY.
- PRUNE PLANTS THAT FLOWER IN JULY - SEPTEMBER (SUMMER OR AUTUMN-BLOOMING) IN WINTER OR SPRING BEFORE NEW GROWTH BEGINS. SINCE THESE PLANTS DEVELOP FLOWERS IN NEW GROWTH.
- DELAY PRUNING PLANTS GROWN FOR ORNAMENTAL FRUIT, SUCH AS COTONEASTER AND VIBURNUMS.
- HOLLIES AND OTHER EVERGREENS MAY BE PRUNED DURING WINTER IN ORDER TO USE THEIR BRANCHES FOR SEASONAL DECORATION. HOWEVER, NEVER PRUNING OF EVERGREENS SHOULD BE DONE IN EARLY SPRING ONLY.
- LONG-LEAF EVERGREEN SHRUBS SHALL BE HAND PRUNED TO MAINTAIN THEIR NATURAL APPEARANCE AFTER THE NEW GROWTH HARDENS OFF.
- HEADS OF SHRUBS THAT REQUIRE SHEARING TO MAINTAIN A FORMAL APPEARANCE SHALL BE PRUNED AS REQUIRED. DEAD WOOD SHALL BE REMOVED FROM PRUNED PLANTS BEFORE THE FIRST DEAWING OF THE SEASON.
- CONFERS SHALL BE SHAPED, IF REQUIRED, ACCORDING TO THEIR GENUS.
- A. TREES, JAPANESE MAPLES AND ARBORVITAE MAY BE PRUNED AFTER NEW GROWTH HAS HARDENED OFF IN LATE SUMMER. IF SEVERE PRUNING IS NECESSARY, IT MUST BE DONE IN EARLY SPRING.
- B. FIRMS AND SPRUCES MAY BE LIGHTLY PRUNED IN LATE SUMMER, FALL, OR WINTER AFTER COMPLETING GROWTH. LEAVE SIDE BUDS, NEVER CUT CENTRAL LEADER.
- C. PINES MAY BE LIGHTLY PRUNED IN EARLY BUD BREAKING CANDES.

- GROUND COVER SHALL BE EDGED AND PRUNED AS NEEDED TO CONTAIN IT WITHIN ITS BORDERS.
- TRIMMING REMOVE BRANCHES AND WATER SPROUTS BY CUTTING THEM BACK TO THEIR POINT OF ORIGIN ON PARENT STEMS. THIS METHOD RESULTS IN A MORE OPEN PLANT, WITHOUT STIMULATING EXCESSIVE GROWTH. TRIMMING IS USED ON CRAB APPLES, LILACS, VIBURNUM, ETC.
- TRIMMING PRUNING REMOVE CLOSET BRANCHES OF SHRUBS AT GROUND, LEAVING THE MOST VIGOROUS BRANCHES. ALSO REMOVE WEAK STEMS ON OVERGROWN PLANTS. THIS METHOD MAY BE BEST DONE OVER A THREE-YEAR PERIOD. RENEWAL PRUNING MAY BE USED ON FORSYTHIA, HYDRANGEA, SPREA, ETC.

PLANTS OVERHANGING PASSAGEWAYS AND PARKING AREAS AND DAMAGED PLANTS SHALL BE PRUNED AS NEEDED.

SPRING CLEANUP
PLANT BEDS THAT CANNOT BE ADEQUATELY PRUNED FROM THE GROUND SHALL NOT BE INCLUDED IN THE MAINTENANCE CONTRACT. A CERTIFIED ARBORIST UNDER A SEPARATE CONTRACT SHALL PERFORM THIS TYPE OF WORK.

FERTILIZING
FOR TREES, THE RATE OF FERTILIZATION DEPENDS ON THE TREE SPECIES. TREE VIGOR, AREA AVAILABLE FOR FERTILIZATION, AND GROWTH STAGE OF THE TREE. MATURE SPECIES BENEFIT FROM FERTILIZATION EVERY 3 TO 4 YEARS. YOUNGER TREES SHALL BE FERTILIZED MORE OFTEN DURING RAPID GROWTH STAGES.

THE CURRENT RECOMMENDATION IS BASED ON THE RATE OF 1000 SQUARE FEET OF AREA UNDER THE TREE TO BE FERTILIZED. FOR DECIDUOUS TREES, 2 TO 4 POUNDS OF NITROGEN PER 1000 SQUARE FEET. FOR BROADLEAF EVERGREENS, 1 TO 3 POUNDS OF NITROGEN PER 1000 SQUARE FEET.

SHRUBS AND GROUND COVER SHALL BE TOP-DRESSED WITH COMPOST 1" DEEP OR FERTILIZED ONCE IN MARCH WITH 10-6-4 ANALYSIS FERTILIZER AT THE RATE OF 3 POUNDS PER 100 SQUARE FEET OF BED AREA.

ERODICUS MATERIAL SHALL BE FERTILIZED WITH AN ERODICUS FERTILIZER AT THE MANUFACTURER'S RECOMMENDATION RATE. IF PLANTS ARE GROWING POORLY, A SOIL SAMPLE SHOULD BE TAKEN.

TREES, SHRUBS & GROUND COVER (CONT.)

MULCHING
ANNUALLY, ALL TREES AND SHRUBS BEDS WILL BE PREPARED AND MULCHED TO A MINIMUM DEPTH OF 1" WITH QUALITY MULCH TO MATCH EXISTING. BED PREPARATION SHALL INCLUDE REMOVING ALL WEEDS, CLEANING UP BAD BEDS, EDGING AND CULTIVATING DECEASED MULCH INTO THE SOIL. DEBRIS FROM MULCHING SHALL BE REMOVED FROM AREAS WHERE APPLICABLE. IF DEEMED NECESSARY, A PRE-EMERGENT HERBICIDE MAY BE APPLIED TO THE SOIL TO INHIBIT THE GROWTH OF FUTURE WEEDS.

ORIGINALLY MAINTAINED GARDENS SHALL NOT RECEIVE ANY PRE-EMERGENT HERBICIDES. MULCH IN EXCESS OF 4" WILL BE REMOVED FROM THE BED AREAS. SPECIAL CARE SHALL BE TAKEN IN THE MULCHING OPERATION NOT TO OVERMULCH OR COVER THE MUD OF TREES AND SHRUBS. THIS CAN BE DANGEROUS TO THE HEALTH OF THE PLANTS.

WEEDING
ALL BEDS SHALL BE WEEDED ON A CONTINUOUS BASIS THROUGHOUT THE GROWING SEASON TO MAINTAIN A NEAT APPEARANCE AT ALL TIMES.

PLANT PRE-EMERGENT (SOIL APPLIED) AND POST-EMERGENT (FOLIAR-APPLIED) HERBICIDES SHALL BE USED WHERE AND WHEN APPLICABLE AND IN ACCORDANCE WITH THE PRODUCT'S LABEL.

INSECT & DISEASE CONTROL, TREES, SHRUBS & GROUND COVER
THE MAINTENANCE CONTRACTOR SHALL BE RESPONSIBLE FOR MONITORING THE LANDSCAPE SITE ON A REGULAR BASIS, THE MONITORING FREQUENCY SHALL BE MONTHLY EXCEPT FOR GROWING SEASON, WHICH WILL BE EVERY OTHER WEEK. TRAINED PERSONNEL SHALL MONITOR FOR PLANT DAMAGING INSECT ACTIVITY, PLANT PATHOLOGIC DISEASES AND POTENTIAL CULTURAL PROBLEMS IN THE LANDSCAPE. THE PEST OR CULTURAL PROBLEM WILL BE IDENTIFIED UNDER THE SUPERVISION OF THE CONTRACTOR.

FOR PLANT DAMAGING INSECTS AND MITES IDENTIFIED IN THE LANDSCAPE, THE CONTRACTOR SHALL CONSULT AND FOLLOW THE RECOMMENDATIONS OF THE MOST CURRENT EDITION OF THE STATE COOPERATIVE SERVICE PUBLICATION ON INSECT CONTROL ON LANDSCAPE PLANT MATERIAL.

IF THE CONTRACTOR NOTES AN ESPECIALLY INSECT OR DISEASE-PRONE PLANT SPECIES IN THE LANDSCAPE, HE/SHE WILL SUGGEST REPLACEMENT WITH A MORE PEST-RESISTANT CULTIVAR OR SPECIES THAT IS CONSISTENT WITH THE INTENT OF THE LANDSCAPE DESIGN.

NOTE: FOR IDENTIFICATION OF PLANT-DAMAGING INSECTS AND MITES, A REFERENCE TEXTBOOK THAT CAN BE USED BY INSECTS THAT FEED ON TREES AND SHRUBS BY J. MORGAN AND LYON. COMBOK PUBLISHING ASSOCIATES. FOR PLANT PATHOLOGIC DISEASES, TWO REFERENCES ARE SUGGESTED: SCOUTING AND CONTROLLING WOOD-BORING ORNAMENTAL DISEASES IN LANDSCAPES AND NUTRIENTS, AUTHORIZED BY GARY MORGAN, PUBLISHED BY ROM STATE COLLEGE OF AGRICULTURAL SCIENCES, AND DISEASES OF TREES AND SHRUBS BY SIMILAR AND LYON, PUBLISHED BY COMBOK PUBLISHING PRESS.

TRASH REMOVAL
THE MAINTENANCE CONTRACTOR SHALL REMOVE TRASH FROM ALL SHRUB AND GROUND COVER BEDS WITH EACH VISIT.

LEAF REMOVAL
ALL FALLER LEAVES SHALL BE REMOVED FROM THE SITE IN NOVEMBER AND ONCE IN DECEMBER, IF REQUESTED BY THE OWNER. THE MAINTENANCE CONTRACTOR, AT AN ADDITIONAL COST TO THE OWNER, SHALL PERFORM SUPPLEMENTAL LEAF REMOVALS.

WINTER CLEAN-UP
THE PROJECT SHALL RECEIVE A GENERAL CLEAN-UP ONCE DURING EACH OF THE WINTER MONTHS, I.E., JANUARY, FEBRUARY, AND MARCH.

- CLEANUP INCLUDES:
- CLEANING CURBS AND PARKING AREAS
 - REMOVING ALL TRASH AND UNWANTED DEBRIS
 - TURNING MULCH WHERE NECESSARY
 - INSPECTION OF GROUNDS

SEASONAL COLOR, PERENNIALS, ANNUALS AND BULBS

THE INSTALLATION OF PERENNIALS, ANNUALS, AND BULBS, UNLESS SPECIFIED HEREIN, SHALL BE REVIEWED WITH THE OWNER, AND, IF ACCEPTED, INSTALLED AND BILLED TO THE OWNER.

SEASONAL COLOR MAINTENANCE

PERENNIALIZATION OF BULBS

- AFTER FLOWERING, CUT OFF SPENT FLOWER HEADS.
- ALLOW LEAVES OF DAYLILIES AND HYACINTHS TO REMAIN FOR SIX WEEKS AFTER FLOWERS HAVE FADED. CUT OFF AT BASE.
- ALLOW LEAVES OF OTHER BULBS TO YELLOW NATURALLY AND THEN CUT OFF AT BASE.
- APPLY FERTILIZER AFTER FLOWERING IN SPRING, POSSIBLY AGAIN IN FALL. APPLY 10-10-10 AT THE RATE OF 2 POUNDS PER 1000 SQUARE FEET OR TOP-DRESS WITH COMPOST 1" DEEP. FALL FERTILIZATION WITH A BULB FERTILIZER OR MULCHING WITH 1" OF COMPOST IS OPTIONAL.

FLOWER ROTATION:

- BULBS: REMOVE THE ENTIRE PLANT AND BULBS AFTER FLOWERS HAVE FADED OR AT THE DIRECTION OF THE OWNER AND INSTALL NEW PLANTS IF INCLUDED IN CONTRACT.
- SUMMER ANNUALS OR FALL PLANTS:
 - DEAD HEADING PINCH AND REMOVE DEAD FLOWERS ON ANNUALS AS NECESSARY.
 - FERTILIZING SUMMER ANNUALS: FERTILIZE USING ONE OR TWO METHODS: APPLY A SLOW-RELEASE FERTILIZER IN MAY FOLLOWING MANUFACTURER'S RECOMMENDATION. EITHER SOIL OR 10-10-10 MAY BE NECESSARY IN LATE SUMMER, OR, APPLY LIQUID FERTILIZATIONS OF 20-20-20 WATER-SOLUBLE FERTILIZERS, NOT TO EXCEED 2 POUNDS OF 20-20-20 PER 100 GALLONS OF WATER, MONTHLY OR MULCH WITH COMPOST 1" DEEP.
 - REMOVAL: IF FALL PLANTS ARE TO BE INSTALLED, SUMMER ANNUALS SHALL BE LEFT IN THE GROUND UNTIL THE FIRST KILLING FROST AND THEN REMOVED, UNLESS OTHERWISE DIRECTED BY THE OWNER.

PERENNIALS:

- AFTER INITIAL INSTALLATION, IF A TIME-RELEASED FERTILIZER HAS BEEN INCORPORATED DURING PLANT INSTALLATION, NO MORE FERTILIZER NEEDS BE APPLIED THE FIRST GROWING SEASON.
- THE FOLLOWING YEAR:
 - FERTILIZE PERENNIALS WITH A SLOW-RELEASE FERTILIZER OR ANY 50% ORGANIC FERTILIZER, OR MULCH PERENNIALS WITH COMPOST 1" DEEP.
 - CUT ALL DECIDUOUS PERENNIALS FLUSH TO THE GROUND BY MARCH 1. IF THIS WAS NOT DONE THE PREVIOUS FALL, TO ALLOW NEW GROWTH TO DEVELOP FREELY.
 - MULCH THE PERENNIAL BED ONCE IN EARLY SPRING AT 1-2" DEPTH. IF SOIL IS BARRED IN LATE FALL, RE-MULCH LIGHTLY AFTER GROUND IS FROZEN TO PROTECT PERENNIALS.
 - INSPECT FOR INSECT OR DISEASE PROBLEMS ON PERENNIALS. MONITOR AND CONTROL. BULBS ON HOSTS AND LIGULARARIS. POWDERY MILDEW ON PHLOX, MONARDS, AND ASTERS CAN BE PREVENTED WITH PROPERLY TIMED FUNGICIDES OR USE OF DISEASE-RESISTANT VARIETIES.
 - WEED PERENNIAL BED AS SPECIFIED IN "WEEDING" ABOVE.
 - PRUNE BRANCHING SPECIES TO INCREASE DENSITY. CUT ONLY THE FLOWERING STEMS AFTER BLOOMING. DO NOT REMOVE THE FOLIAGE.
- THE FOLLOWING FALL, CUT BACK DETERIORATING PLANT PARTS UNLESS INSTRUCTED TO RETAIN FOR WINTER INTEREST, E.G. SEDUM AUTUMN JURY AND ORNAMENTAL GRASSES.
- LONG-TERM CARE:
 - DIVIDE PLANTS THAT OVERGROW THE SPACE PROVIDED. DIVIDE ACCORDING TO THE SPECIES. SOME NEED FREQUENT DIVIDING, E.G. ASTER, LILAC, AND YARROW. EVERY TWO YEARS, OR RARELY, IF EVER, E.G. MONEL, HOSTA, AND ASTER.
 - FOR DETAILED INFORMATION REGARDING THE CARE OF SPECIFIC PERENNIALS, REFER TO ALL ABOUT PERENNIALS BY ORTHO, OR ORNAMENTAL HOW TO SELECT, GROW AND ENJOY BY PAMELA HARRIS AND FREDERICK KOGUTZKY. HP BOOKS, INC. BURLINGAME, CALIF. PERENNIAL PLANTS: A TREATISE ON THEIR IDENTIFICATION, CULTURE AND GARDEN ATTRIBUTES BY ALLAN ARMITAGE, STILES PUB. L.L.C.

SUMMARY OF MAINTENANCE

- SOIL ANALYSIS PERFORMED ANNUALLY TO DETERMINE PH. IF PH DOES NOT FALL WITHIN SPECIFIED RANGE, ADJUST ACCORDING TO SOIL TEST RECOMMENDATIONS.
- MAINTAIN MOISTURE FERTILITY AND PH LEVELS OF THE SOIL TO PROVIDE AN ENVIRONMENT CONDUCTIVE TO TURF VITALITY FOR TURF GRASSES.
- MOW TURF ON A REGULAR BASIS AND AS SEASON AND WEATHER CONDITIONS. REMOVE NO MORE THAN THE TOP 1/3 OF LEAF BLADE. CLIPPING ON PAVED AND BED AREAS WILL BE REMOVED.
- ADEQUATE WINTER SEASON TURF AREAS TO MAINTAIN HIGH STANDARDS OF TURF APPEARANCE.
- APPLY PRE-EMERGENT TO TURF IN TWO APPLICATIONS IN EARLY FEBRUARY AND EARLY APRIL TO EXTEND BARRIER.
- APPLY POST-EMERGENT AS NEEDED TO CONTROL WEEDS.
- MECHANICALLY EDGE CURBS AND WALKS.
- APPLY NON-SELECTIVE HERBICIDE TO MULCHED BED AREAS AND PAVEMENT AND REMOVE EXCESS RUNNERS TO MAINTAIN CLEAN DEFINED BEDS.

TREE, GROUND COVER AND SHRUB BED MAINTENANCE

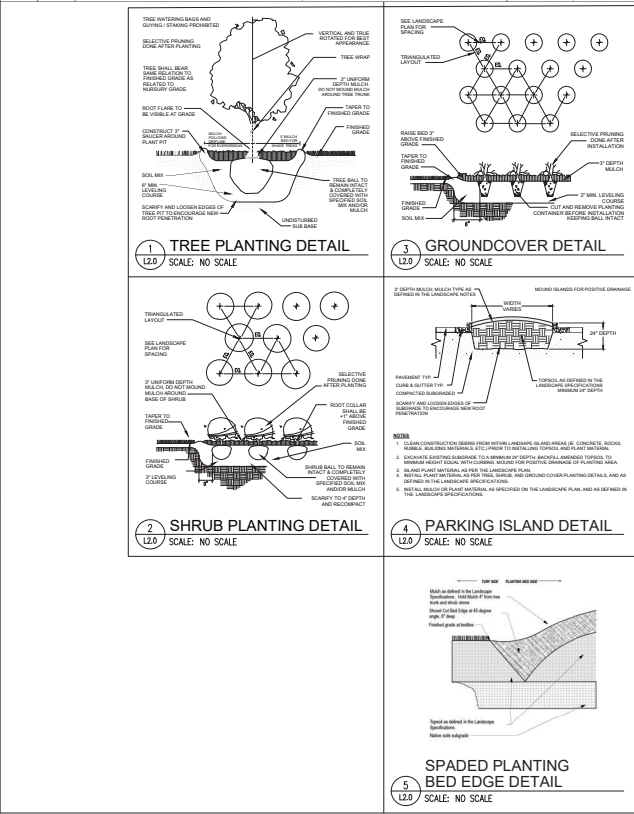
- PRUNE SHRUBS, TREES AND GROUND COVER TO ENCOURAGE HEALTHY GROWTH AND CREATE A NATURAL APPEARANCE.
- MULCH TO BE APPLIED IN FEBRUARY/MARCH WITH A HALF RATE IN LATE SUMMER TO TOP DRESS.
- APPLY PRE-EMERGENT HERBICIDES IN FEBRUARY AND APRIL.
- MANUAL WEED CONTROL TO MAINTAIN CLEAN BED APPEARANCE.
- APPLY FUNGICIDES AND INSECTICIDES AS NEEDED TO CONTROL INSECTS AND DISEASE.
- ORNAMENTAL SHRUBS, TREES AND GROUND COVERS TO BE FERTILIZED THREE (3) TIMES PER YEAR WITH A BALANCED MATERIAL. SPRING (FEBRUARY, APRIL/MAY, AND OCTOBER/NOVEMBER).
- EDGE ALL MULCHED BEDS.
- REMOVE ALL LITTER AND DEBRIS.

GENERAL MAINTENANCE

- REMOVE ALL MAN-MADE DEBRIS, BLOW EDGES.
- INSPECT GROUNDS ON A MONTHLY BASIS AND SCHEDULE INSPECTION WITH UNIT OPERATOR.

Master Plant List

Symbol	Quantity	Botanical Name	Common Name	Size	Origin
Shade Trees					
AFR	2	ACER X FREEMANII 'AUTUMN BLAZE'	AUTUMN BLAZE FREEMAN MAPLE	3" BB	
CLO	5	CELTIS OCCIDENTALIS	HICKBERRY	3" BB	NATIVE
QTI	3	QUERCUS TRICANTHOS 'SHADEMASTER'	SHADEMASTER HONEYLOCUST	3" BB	
PLA	3	PLATANUS X ACERIFOLIA 'MORTON CIRCLE'	EXCLAMATION LONDON PLANTREE	3" BB	
QBI	4	QUERCUS BICOLOR	SWAMP WHITE OAK	3" BB	NATIVE
TAR	5	TIJERCA AMERICANA 'MCKSENTRY'	AMERICAN SWEET LINDEN	3" BB	NATIVAR
UCU	4	ULMUS X MORTON	ACCOLADE ELM	3" BB	
Evergreen Trees					
PAS	15	PICEA AIBES	NORWAY SPRUCE	8" BB	
POM	12	PICEA OMORIKI	SERBIAN SPRUCE	8" BB	
TOT	4	THUJA OCCIDENTALIS 'TECHNY'	TECHNY ARBORVITAE	6" BB	NATIVAR
Ornamental Trees					
AC	3	AMELANCHIER CANADENSIS	SHADELOW SERVICEBERRY	6" BB	NATIVE
BEN	6	BETULA NIGRA	RIVER BIRCH	10" BB	NATIVE
Evergreen Shrubs					
JCG	40	JUNIPERUS CHINENSIS 'GOLD STAR'	GOLD STAR JUNIPER	24" BB	
JCM	41	JUNIPERUS CHINENSIS 'MINT JALIP'	MINT JALIP SPREADING JUNIPER	24" BB	
JCS	39	JUNIPERUS CHINENSIS 'SEA GREEN'	SEA GREEN JUNIPER	5 GAL	
Deciduous Shrubs					
AM	28	ARONIA MELANOCARPA 'IROQUOIS BEAUTY'	IROQUOIS BEAUTY BLACK CHOKEBERRY	5 GAL	NATIVAR
CS	17	CORNUS STOLONIFERA 'ARCTIC FIRE'	ARCTIC FIRE DOGWOOD	5 GAL	NATIVAR
FO	20	FORSYTHIA X INTERMEDIA 'SUNRISE'	SUNRISE FORSYTHIA	5 GAL	
HV	8	HAMMAMELIS VERNALIS	VERNAL WHITELAZER	4" BB	NATIVE
SP	27	SYRINGA PATULA 'MISS KIM'	MISS KIM LILAC	24" BB	
VJ	20	VIBURNUM X JUDDI	JUDD VIBURNUM	36" BB	
Groundcover					
es	627	ERAGROSTIS SPECTABILIS	PURPLE LOVEGRASS	3" POTS	NATIVE
Grasses					
pv	28	PANICUM VIRGATUM	SWITCH GRASS	3 GAL	NATIVE



GENERAL CONSTRUCTION NOTES

- REQUIRED LANDSCAPE MATERIAL SHALL SATISFY AMERICAN ASSOCIATION OF NURSERYMEN STANDARDS AND BE STAKED, WRAPPED, WATERED AND MULCHED PER ORDINANCE.
- BEFORE ANY EXCAVATION ON THE SITE, CALL TO LOCATE ANY EXISTING UTILITIES ON THE SITE. THE CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE LOCATIONS OF ALL BURIED UTILITIES IN THE AREA OF WORK BEFORE STARTING OPERATIONS. THE CONTRACTOR SHALL BE LIABLE FOR THE COST OF REPAIRING OR REPLACING ANY BURIED CONDUITS, CABLES OR PIPING DAMAGED DURING THE INSTALLATION OF THIS WORK.
- FOUR FOOT HIGH FENCING OR OTHER RIGID MATERIAL IS TO BE ERECTED AROUND THE DRP-LINE OF ALL TREES TO BE SAVED.
- PLANT QUANTITIES ON PLANT LIST INTENDED TO BE A GUIDE. ALL QUANTITIES SHALL BE CHECKED AND VERIFIED ON PLANTING PLAN. ANY DISCREPANCIES SHALL BE DISCUSSED WITH THE LANDSCAPE ARCHITECT.
- ANY DEVIATIONS FROM OR MODIFICATIONS TO THIS PLAN SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
- CONTRACTOR TO NOTIFY LANDSCAPE ARCHITECT UPON DELIVERY OF PLANT MATERIAL TO THE SITE. LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT ANY PLANT MATERIAL THAT DOESN'T MEET STANDARDS OR SPECIFICATIONS OF THE PROJECT.
- ALL PLANT MATERIAL TO BE INSTALLED PER THE PLANTING DETAILS PROVIDED ON THIS PLAN SET.
- ALL BED EDGES TO BE WELL SHAPED, SPADE CUT, WITH LINES AND CURVES AS SHOWN ON THIS PLAN SET.
- ALL PLANTING BEDS TO BE PREPARED WITH PLANTING MIX: 50% TOPSOIL, 50% SOIL AMENDMENTS (3 PARTS PEATMOSS, 1 PART COMPOST, 1 PART SAND).
- ALL PARKING LOT ISLANDS SHALL BE BACKFILLED WITH THE FOLLOWING: 2" OF BLENDED CANDED SOIL MIX (60% TOPSOIL, 30% COMPOST, 10% SAND) OR 6" OF ONE STEP BY MOWEST TRAILING, TOP DRESSED AND TILLED INTO 18" OF TOPSOIL.
- ALL SPECIFIED LANDSCAPE MATERIAL INDICATED ON THE CONSTRUCTION DOCUMENTS WILL BE REQUIRED TO BE MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT AND MUST BE REPLACED SHOULD IT DIE OR BECOME DAMAGED.
- ALL PLANT MATERIAL SHALL HAVE A ONE YEAR GUARANTEE FROM SUBSTANTIAL COMPLETION AS DETERMINED BY THE LANDSCAPE ARCHITECT, AND SHALL BE REPLACED SHOULD IT DIE WITHIN THAT PERIOD.
- PROTECT STRUCTURES, SIDEWALKS, PAVEMENTS AND UTILITIES TO REMAIN FROM DAMAGE CAUSED BY SETTLEMENT, LATERAL MOVEMENT, UNDERMINING, WASHOUTS AND OTHER HAZARDS CAUSED BY SITE IMPROVEMENT OPERATIONS.
- ALL LAWN AREAS TO BE SEEDED WITH STANDARD TURF GRASS SEED AND COVERED WITH EROSION CONTROL BLANKET, UNLESS OTHERWISE SPECIFIED ON THE PLAN.
- ALL AREAS DISTURBED BY CONSTRUCTION ACTIVITIES, EXCLUDING SHRUB BEDS, TO BE RESTORED WITH TURF GRASS SEED AND COVERED WITH AN EROSION CONTROL BLANKET.
- CAREFULLY MAINTAIN PRESENT GRADE AT BASE OF ALL EXISTING TREES TO REMAIN. PREVENT ANY DISTURBANCE OF EXISTING TREES INCLUDING ROOT ZONES. USE TREE PROTECTION BARICADES WHERE INDICATED. PROTECT EXISTING TREES TO REMAIN AGAINST UNNECESSARY CUTTING, BREAKING OR SKINNING OF ROOTS, BRUISING OF BARK OR SMOTHERING OF TREES. DRIVING, PARKING, DUMPING, STOCKPILING AND/OR STORAGE OF VEHICLES, EQUIPMENT, SUPPLIES, MATERIALS OR DEBRIS ON TOP THE ROOT ZONES AND/OR WITHIN THE DRIPLINE OF EXISTING TREES OR OTHER PLANT MATERIAL TO REMAIN IS STRICTLY PROHIBITED.
- THE CONTRACTOR AT ALL TIMES SHALL KEEP THE PREMISES ON WHICH WORK IS BEING DONE CLEAR OF RUBBISH AND DEBRIS. ALL PAVEMENT AND DEBRIS REMOVED FROM THE SITE SHALL BE DISPOSED OF LEGALLY.
- ALL WORK AND OPERATIONS SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL CODES AND ORDINANCES.

Kathryn Talty
landscape architect
1826 W. 96th St. Suite 340
Clematis, IL 60025
c. 847.525.554 | www.kathtalty.com

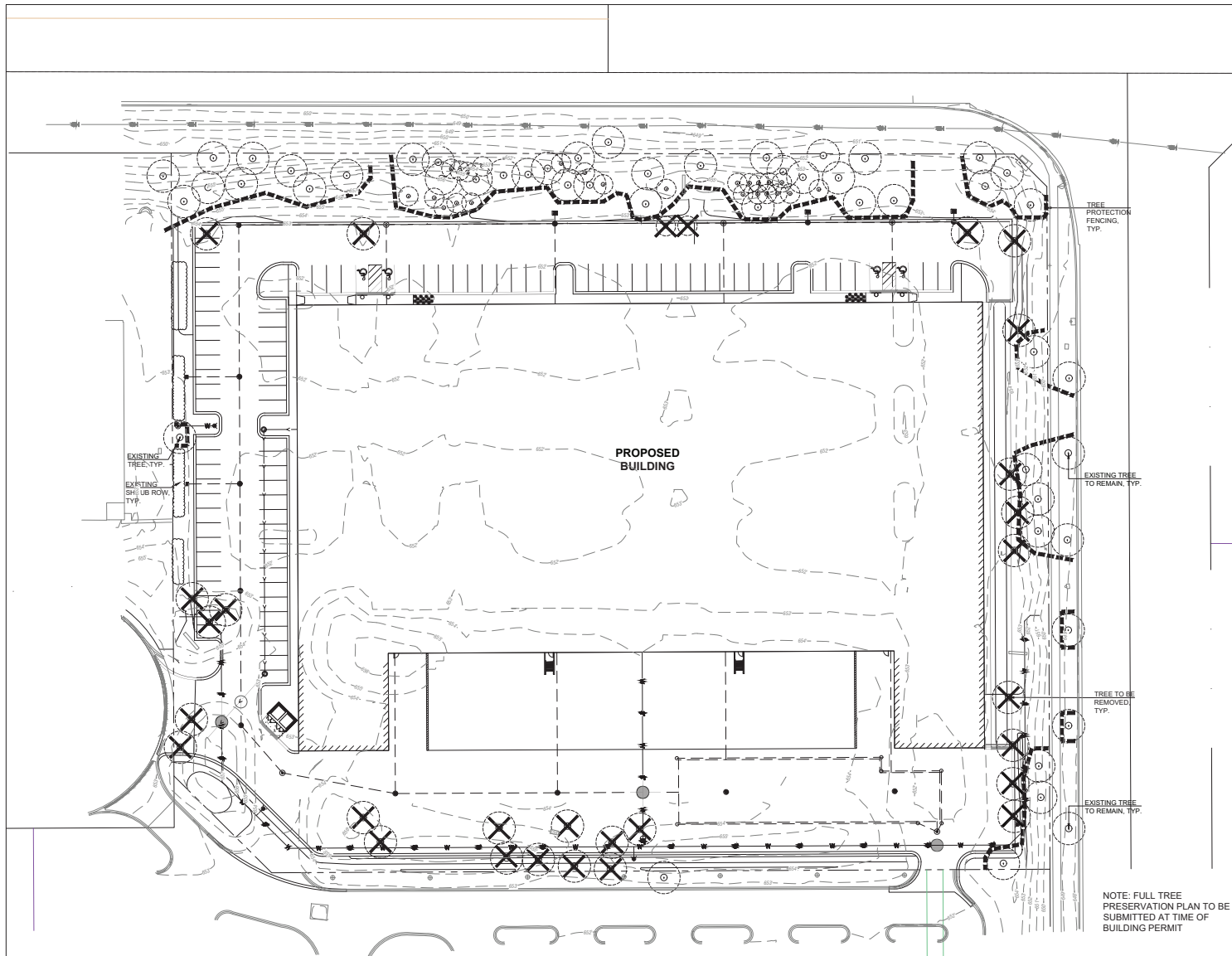
1600 BISHOP COURT
MOUNT PROSPECT, ILLINOIS

LANDSCAPE INSTALLATION AND
MONITORING SPECIFICATIONS
CONSTRUCTION NOTES
PLANTING DETAILS

date: 04-25-26
job no: 26210
sheet no: L2.0

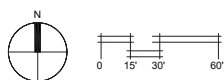
initial date
DOP 04-26-24
DOP 04-26-24
DOP 04-26-24

revision description
no. 1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282



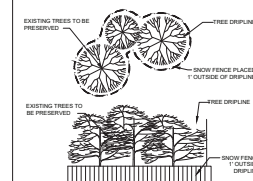
CONCEPT TREE PRESERVATION PLAN

SCALE: 1" = 30'-0"



TREE PROTECTION NOTES

- BEFORE ANY EXCAVATION, CALL TO LOCATE ANY EXISTING UTILITIES ON THE SITE. THE CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE LOCATIONS OF ALL BURIED UTILITIES IN THE AREAS OF WORK BEFORE STARTING OPERATIONS. THE CONTRACTOR SHALL BE LIABLE FOR THE COST OF REPAIRING OR REPLACING ANY BURIED CONDUITS, CABLES OR PIPING DAMAGED DURING THE INSTALLATION OF THIS WORK.
- FOUR FOOT HIGH SNOW FENCING OR OTHER RIGID MATERIAL IS TO BE ERRECTED AROUND THE DRIPLINE OF ALL TREES TO BE SAVED IN ACCORDANCE WITH THE [MUNICIPALITY] ZONING ORDINANCE.
- A TREE REMOVAL PERMIT MUST BE OBTAINED FROM THE PLANNING OFFICE PRIOR TO ALL TREE REMOVAL ACTIVITY INVOLVING TREES SIX (6) INCHES OR MORE D.B.H. IN ACCORDANCE WITH [MUNICIPALITY] ZONING ORDINANCE.
- TREES TO BE REMOVED MUST BE MARKED IN THE FIELD WITH RED PAINT OR FLAGS AND INSPECTED BY THE [MUNICIPALITY] FORESTRY OFFICE PRIOR TO ANY TREES BEING REMOVED.
- IF NECESSARY TO CONDUCT WORK OR DIGGING WITHIN THE ROOT ZONE OF TREES TO REMAIN, THE LANDSCAPE ARCHITECT MUST BE NOTIFIED AND ADDITIONAL PROTECTIVE MEASURES, SUCH AS ROOT PRUNING OR BRIDGING, MUST BE EMPLOYED BY A LICENSED TREE SERVICE.
- PROTECT STRUCTURES, SIDEWALKS, PAVEMENTS AND UTILITIES TO REMAIN FROM DAMAGE CAUSED BY SETTLEMENT, LATERAL MOVEMENT, UNDERMINING, WASHOUTS AND OTHER HAZARDS CAUSED BY SITE IMPROVEMENT OPERATIONS.
- CAREFULLY MAINTAIN PRESENT GRADE AT BASE OF ALL EXISTING TREES TO REMAIN. PREVENT ANY DISTURBANCE OF EXISTING TREES INCLUDING ROOT ZONES. USE TREE PROTECTION BARRICADES WHERE INDICATED. PROTECT EXISTING TREES TO REMAIN AGAINST UNNECESSARY CUTTING, BREAKING OR SKINNING OF ROOTS, BRUISING OF BARK OR SMOTHERING OF TREES. DRIVING, PARKING, DUMPING, STOOPILING AND/OR STORAGE OF VEHICLES, EQUIPMENT, SUPPLIES, MATERIALS OR DEBRIS ON TOP THE ROOT ZONES AND/OR WITHIN THE DRIPLINE OF EXISTING TREES OR OTHER PLANT MATERIAL TO REMAIN IS STRICTLY PROHIBITED.
- EXERCISE CAUTION WHEN WORKING AND DIGGING NEAR TREES LOCATED ON ADJACENT PROPERTY.
- THE CONTRACTOR AT ALL TIMES SHALL KEEP THE PREMISES ON WHICH WORK IS BEING DONE, CLEAR OF RUBBISH AND DEBRIS. ALL PAVEMENT AND DEBRIS REMOVED FROM THE SITE SHALL BE DISPOSED OF LEGALLY.
- ALL WORK AND OPERATIONS SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL CODES AND ORDINANCES.
- TREE INVENTORY CONDUCTED BY _____ LICENSED ARBORIST (PHONE NUMBER)
- EXISTING TREES HAVE BEEN LOCATED WITH GIS COORDINATES. LOCATIONS ARE APPROXIMATE BUT ACCURATE. FIELD VERIFICATION IS RECOMMENDED PRIOR TO REMOVAL ACTIVITY.



TREE FENCING DETAIL

SCALE: NO SCALE

Kathryn Talty
landscape architecture
1005 Wisconsin Blvd | Suite 340
Clermont, Illinois 60025
c: 847.623.2554 | www.kaltat.com



initial	date
DSP	04-26-24
DSP	04-26-24
revision	description
1	ISSUED FOR REVIEW
2	FOR ALIANCE COMMENTS

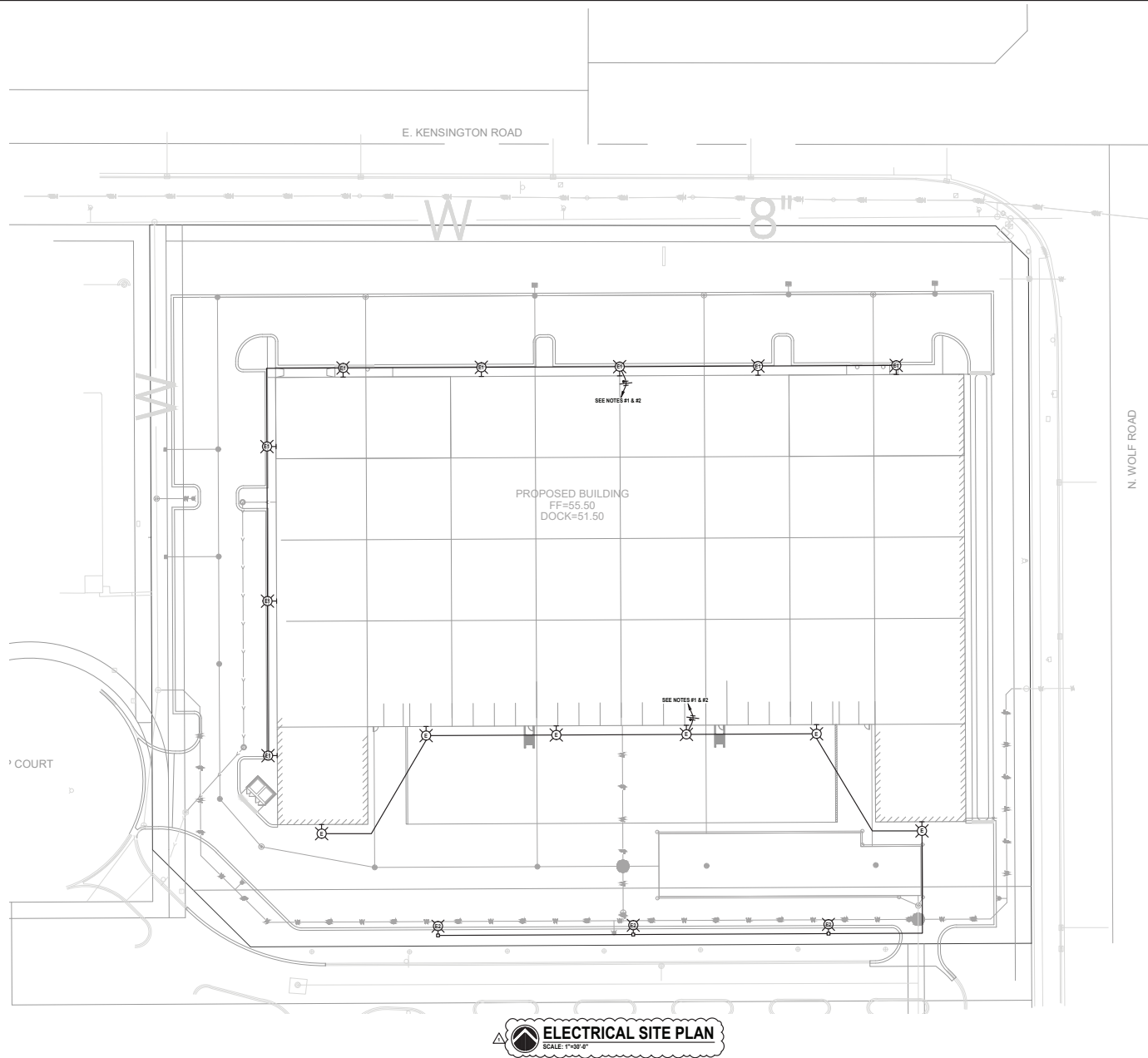
1600 BISHOP COURT
MOUNT PROSPECT, ILLINOIS

TREE INVENTORY
TREE PROTECTION NOTES
TREE FENCING DETAIL

date	job no.	checked	next
04/27/24	26210		

sheet no.

TP 1.0



- NOTES:**
1. EACH LIGHT FIXTURE TO HAVE MOTION SENSOR CONTROL. LIGHT FIXTURES TO DIM TO 50% AFTER 10 MINUTES OF NO MOTION DETECTED. ALL LIGHTS ON THAT CIRCUIT TO COME TO FULL BRIGHTNESS WHEN ONE MOTION SENSOR IS ACTIVATED.
 2. 2 #8 THWN & 1 #6 GND. IN 3/4" C. TO LIGHTING PANEL VIA PHOTOCELL-ON, TIMECLOCK-OFF.

ELECTRICAL SITE PLAN		PROJECT REVIEW COMMENTS		NO.		DATE		REMARKS	
1600 BISHOP COURT		DATE		NO.		DATE		REMARKS	
MT PROSPECT, ILLINOIS		DATE		NO.		DATE		REMARKS	

Corporation Registration #184-005574

KORNACKI & ASSOCIATES, INC.
 Electrical Engineering & Construction
 2845 S. Woodland Ave., Deer Park, WI 53011

DAVID B. KORNACKI
 062.052986
 LICENSED PROFESSIONAL ENGINEER
 STATE OF ILLINOIS

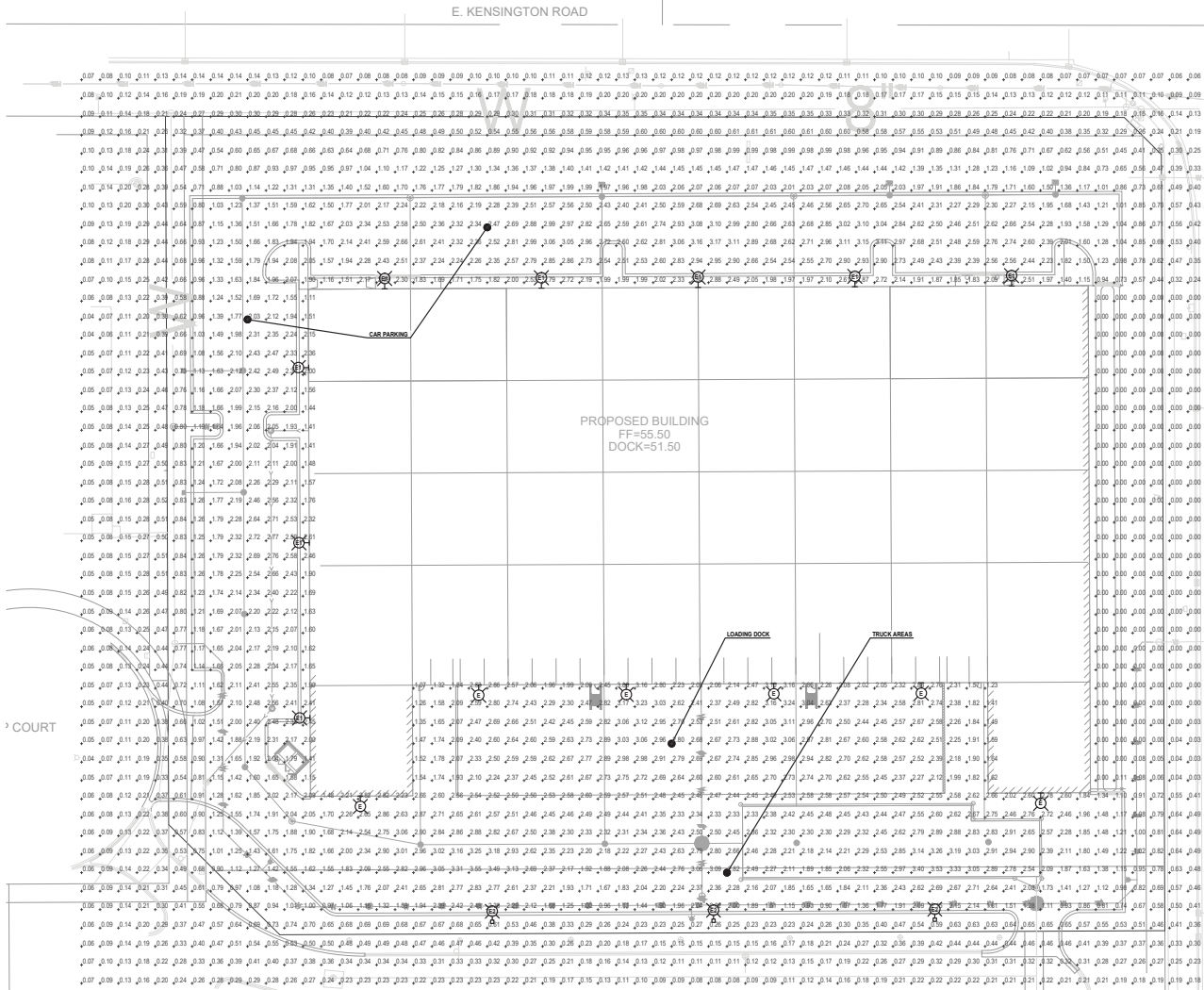
David B. Kornacki
 Date: 06/01/26
 Lic. Exp.: 11/30/27

K&A JOB NO.
26072

DATE:
04/13/2026

JOB NO.
12756-02

SHEET
E1



PHOTOMETRIC SITE PLAN
SCALE: 1"=30'-0"

LIGHTING ANALYSIS NOTES:
(MT PROSPECT REQUIREMENTS)

- 30'-0" MAXIMUM MOUNTING HEIGHT
- FULL CUTOFF LUMINAIRES REQUIRED
- MAXIMUM AVERAGE FOOTCANDLES: 5.0
- MINIMUM FOOTCANDLES: 0.2
- ANALYSIS POINTS 15' x 15' ON CENTER AT GRADE

LIGHTING ANALYSIS NOTES:
(CAR PARKING)

- AVERAGE FOOTCANDLES: 2.28
- MAXIMUM FOOTCANDLES: 3.17
- MINIMUM FOOTCANDLES: 0.86
- MAXIMUM/MINIMUM RATIO: 3.21

LIGHTING ANALYSIS NOTES:
(TRUCK AREAS)

- AVERAGE FOOTCANDLES: 2.34
- MAXIMUM FOOTCANDLES: 3.55
- MINIMUM FOOTCANDLES: 0.81
- MAXIMUM/MINIMUM RATIO: 4.41
- AVERAGE/MINIMUM RATIO: 2.91

LIGHTING ANALYSIS NOTES:
(LOADING DOCK)

- AVERAGE FOOTCANDLES: 2.63
- MAXIMUM FOOTCANDLES: 3.18
- MINIMUM FOOTCANDLES: 1.28
- MAXIMUM/MINIMUM RATIO: 2.51
- AVERAGE/MINIMUM RATIO: 2.01

LIGHTING ANALYSIS NOTES:
(LOT LINE TO LOT LINE)

- AVERAGE FOOTCANDLES: 1.72
- MAXIMUM FOOTCANDLES: 3.50
- MINIMUM FOOTCANDLES: 0.60
- AVERAGE/MINIMUM RATIO: NA



David B. Kornacki
Date: 06/01/26
Lic. Exp.: 11/30/27

NO.	DATE	REMARKS

NO.	DATE	REMARKS

PHOTOMETRIC SITE PLAN
1600 BISHOP COURT
MT PROSPECT, ILLINOIS

Corporation Registration #04-005274
KORNACKI & ASSOCIATES, INC.
Environmental Engineering & Construction
282-784-3323
2845 S. Woodstock Rd., New Berlin, WI 53151

K&A JOB NO. 26072
DATE: 04/13/2026
DRAWN BY: JTB/06/02

SHEET
E2

MAYOR

Paul Wm. Hoefert

TRUSTEES

Vincent J. Dante
Elizabeth B. DiPrima
Terri Gens
William A. Grossi
John J. Matuszak
Colleen E. Saccotelli

**VILLAGE MANAGER**

Michael J. Cassady

VILLAGE CLERK

Karen Agoranos

Phone: 847/962-6000
Fax: 847/962-6022
www.mountprospect.org

Village of Mount Prospect

50 S. Emerson Street, Mount Prospect, Illinois 60056

June 18, 2026

Wingspan Development Group

Attn: Christopher Coleman

1001 Feehanville Dr

Mount Prospect IL 60056

Via e-mail: ccoleman@nicholasfoc.com

Re: PZ-12-26 / 1600 Bishop Ct / Major PUD Amendment / Review Comments #2

Dear Mr. Coleman,

The Village of Mount Prospect has reviewed the submittal for a conditional use for a major amendment to the Planned Unit Development (PUD) at 1600 Bishop Court (Subject Property) to construct a new flex industrial building. Below are the review comments from applicable departments.

Items 1-3 require revisions prior to the Planning and Zoning Commission hearing. Please submit these revisions no later than June 25, 2026.

Planning

1. Primary site plan:
 - a. The west wall dimension is mislabeled; the wall is labeled 215' and the correct dimension is 275'.
 - b. Revise civil and conceptual site plans to be consistent with the landscape plan planting islands and parking counts. A planting island is required at the northwest corner of the parking lot at the end of the parking row. Revise total number of parking spaces available.
2. Provide an updated narrative describing the concept for developing the site, including an explanation for the primary and alternate site plans, and changes proposed for the Bishop Court island.

Public Works

3. The site plans submitted have a revision date of June 2, 2026. Confirm that these are the current site plans. We understand that there have been discussions regarding improvements to Bishop Court and regarding a driveway onto Kensington Road, however, neither the Bishop Court improvements, nor the Kensington Road driveway are reflected in the site plans submitted. If improvements to Bishop Court and/or a driveway onto Kensington Road is intended, the following must be addressed:

- a. The raised, landscaped island at the end of Bishop Court will need to be preserved as much as possible maintaining the counter-clockwise traffic pattern. AutoTURN diagrams would be required to justify if any modifications are necessary and, if so, to determine an acceptable design for the island. Staff is agreeable to allow the existing driveway to be modified to provide separated employee traffic and truck traffic entrances directly from Bishop Court. Costs associated with changes to the pavement, curb, lighting, utilities, trees, etc. will be the responsibility of the developer.
- b. Kensington Road is under the jurisdiction of the Illinois Department of Transportation (IDOT). Consequently, any work within the Kensington Road right-of-way, including a proposed driveway, will require an IDOT permit. It is recommended that engineering plans be submitted to IDOT to determine if a driveway will be allowed and the required scope of work. Any Conditional Use approval or Building Permit issuance would be contingent upon IDOT approval.

Items 4-9 are proposed conditions of approval (no action needed):

4. Petitioner shall satisfy all review comments in this letter prior to permit issuance.
5. The building wings or a precast wall shall extend at least as far south as the length of the truck docks to screen the dock area from Bishop Court and Wolf Road.
6. Continuous 6' evergreen landscaping shall be installed on the south and southeast lot line to screen the loading docks from Wolf Road.
7. Petitioner shall make every effort to have minimal impact on the existing mature landscaping along Kensington Road and Wolf Road.
8. Alternate site plan:
 - a. The subject property may only be utilized for a pharmaceutical distribution center, pharmaceutical fulfillment center, pharmaceutical logistics facility, or another use primarily involving the warehousing and distribution of prescription medications and related health care products.
 - b. Signage and a fence or gate shall be installed on the subject property at the Kensington Road entrance to restrict access for employee use only.
 - c. Petitioner shall make every effort to minimize parking lot encroachment on Kensington Road landscaping, including utilizing a retaining wall to maintain berm heights consistent with adjacent parcels along Kensington Road.
9. At the time of building permit submittal, the following plans shall be in full compliance with the Village Code: photometric plan, landscape plan, sign plan.

Items 10-32 are required prior to permit submittal:

Planning

10. Provide a proposed development schedule indicating date and phases in which the project will be built, including approximate start date of construction, number of construction phases and start / end dates.
11. Provide a copy of the existing ingress and egress easement providing shared access between the subject property and the property immediately to the south. Provide a draft of all proposed bylaws, covenants, easements, maintenance and other agreements, wherever applicable.

Fire Department

12. A fire sprinkler system and standpipe system in accordance with NFPA 13 and NFPA 14 will be required for this project for all buildings. Ensure fire sprinkler shop drawings, hydraulic calculations, and equipment cut sheets are submitted for review. Village of Mount Prospect Fire Prevention Code, 24.202
13. A fire alarm system will be required for this project. Ensure that the fire alarm shop drawings with point-to-point wiring diagrams, battery load calculations, and equipment cut sheets are submitted for review. Village of Mount Prospect Fire Prevention Code, 24.202
14. An additional means of egress may be required based on occupancy load and travel distances. Additional means of egress may be depending on the final room configuration.
15. An egress plan must be provided for the entire building. This plan must include occupant loads, travel distances, egress widths, and common path of travel distances. An egress plan will be required when the building plans are submitted for review. Additional exits may be required.
16. Fire lanes will be required based on the site review. Additional marking of fire lanes will be required. Fire lane construction details will need to be determined during permit review.
17. All egress doors are to use keyless locksets on the egress side. No flush bolts, dead or draw bolts, etc., will be allowed. Life Safety Code, 7.2.1.5.1
18. All new sprinkler risers and associated fire pump equipment shall be in a separate room with a minimum of two-hour construction.
19. A fire pump and standpipe system(s) will be required for this building. Please ensure that drawings are submitted for these systems to the Fire Department for review.
20. Fire hydrants are shown to be supplied from watermains throughout the new development. Water flow calculations will be required to verify that the new proposed watermain sizes can meet the required fire flow GPM demand. This documentation must be provided to the Village of Mount Prospect's Public Works Engineering Department for review and approval, along with a copy to the Mount Prospect Fire Department.
21. Provide an emergency vehicle/apparatus turning radius diagram for all parking lots, fire lanes, and turnaround points. Village of Mount Prospect Fire Prevention Code, 16.403 C

Public Works

Site Plans

22. Confirm the Overland Flow Route shown on Sheet GR1. It appears that if the proposed system becomes surcharged, water will likely overflow the inlets north and/or west of the proposed parking lot (rim elevations = 53.0) and flow northeast and/or southwest off site before overtopping the ridge lines in the parking lot (pavement elevations = 53.85 and 53.40).
23. Note the design high water level within the volume control chamber on the plan.
24. Regarding the water main shown on Sheet UT1:
 - a. We have no objections to connecting the new water main to the existing valve vaults east and west of the site. However, it should be understood that these valves are old, and will not likely pass the required pressure test. Note on the plan that if the existing valves cannot be reutilized, it shall be the responsibility of the developer to replace them as part of this project.
 - b. Correct Note 3 to specify DIP Class 56.
 - c. The proposed water main only serves 1600 Bishop Court. Note on the plan that the new water main shall be privately owned and maintained.
25. Note the Season High Groundwater Level (SHGL) in the Underground Vault Volume Control Detail on Sheet D2, and in Detail 1.1 on Sheet D3. Confirm that the bottom of the volume control chamber is at least 2' above the SHGL.

26. Confirm the Allowable Maximum Grade over the volume control chamber of 50.60 noted in Detail 1.1 on Sheet D3; the grade at the southeast corner of the chamber shown on Sheet GR1 is 51.25.

Stormwater Management Report

27. Clarify in the Site Detention Storage Requirements described on page 5 that the volume required beyond the volume originally provided reflects both the change in rainfall data, and the increase in impervious surface.
28. Confirm the Time of Concentration (Tc) calculations. The calculations use a time for 1,225' of shallow concentrated flow thru the storm sewers of 29.6 min, however, the total Tc calculated in the Storm Sewer Tabulation is 14.03 min.
29. Use the calculations for a broad-crested weir for the overflow along the driveway. Also, the weir calculations assume a constant weir elevation, but the pavement rises from 51.80 to 52.10 across the width of the driveway.
30. Confirm that the existing volumes calculated using the GIS contours are to the design high water level, and not the overflow levels.

General Comments

31. A permit will have to be obtained from the MWRD for the proposed sanitary service and stormwater management improvements prior to beginning construction. Permit applications were included as part of the submittal for the Conditional Use review. We will process these applications after they are updated to reflect any design changes triggered by the comments contained in this review, and after Conditional Use approval has been received.

Building Division

32. At time of permit, please submit a full building code analysis including any architectural, mechanical, electric, plumbing items.

Please make the changes for items 1-3 as noted above and submit a point-by-point response letter and pdf files of the drawings by June 25, 2026. Please upload revisions into the portal. Feel free to contact Antonia Lalagos at (847) 818-5302 / alalagos@mountprospect.org if you have any questions.

Sincerely,



Antonia Lalagos
Development Planner
c: File

From: [Schreiner, Jake](#)
To: [Lalagos, Antonia](#)
Subject: Fw: Public Comment for 7-9 Planning and Zoning Meeting
Date: Wednesday, July 8, 2026 3:17:08 PM
Attachments: [Public Comment for 7-9 Planning and Zoning.pdf](#)

Ms. Lalagos,

I don't believe that I sent this email to the right address, please see attached email and file to review my comment for the Bishop Court Property

Thanks

Jake Schreiner

From: Schreiner, Jake
Sent: Tuesday, July 7, 2026 5:34 PM
To: VMO [REDACTED]
Subject: Public Comment for 7-9 Planning and Zoning Meeting

Hello,

I would like to provide a public comment for the July 9 Planning and Zoning Commission Meeting regarding the Bishop Court Property.

I believe that securing right-of-way for a multi-use path at 1600 Bishop Court is an opportunity to enhance connectivity and recreation in the northeast side of Mount Prospect. This path offers extreme connectivity, serving as the "missing link" that bridges Northeast Mount Prospect to Downtown and connects the Kensington Business Center trail to the Prospect Heights Bike Path and Des Plaines River Trail. Given its strategic value, this exact connection is proposed in the Mount Prospect 2017 Comprehensive Plan (Page 75).

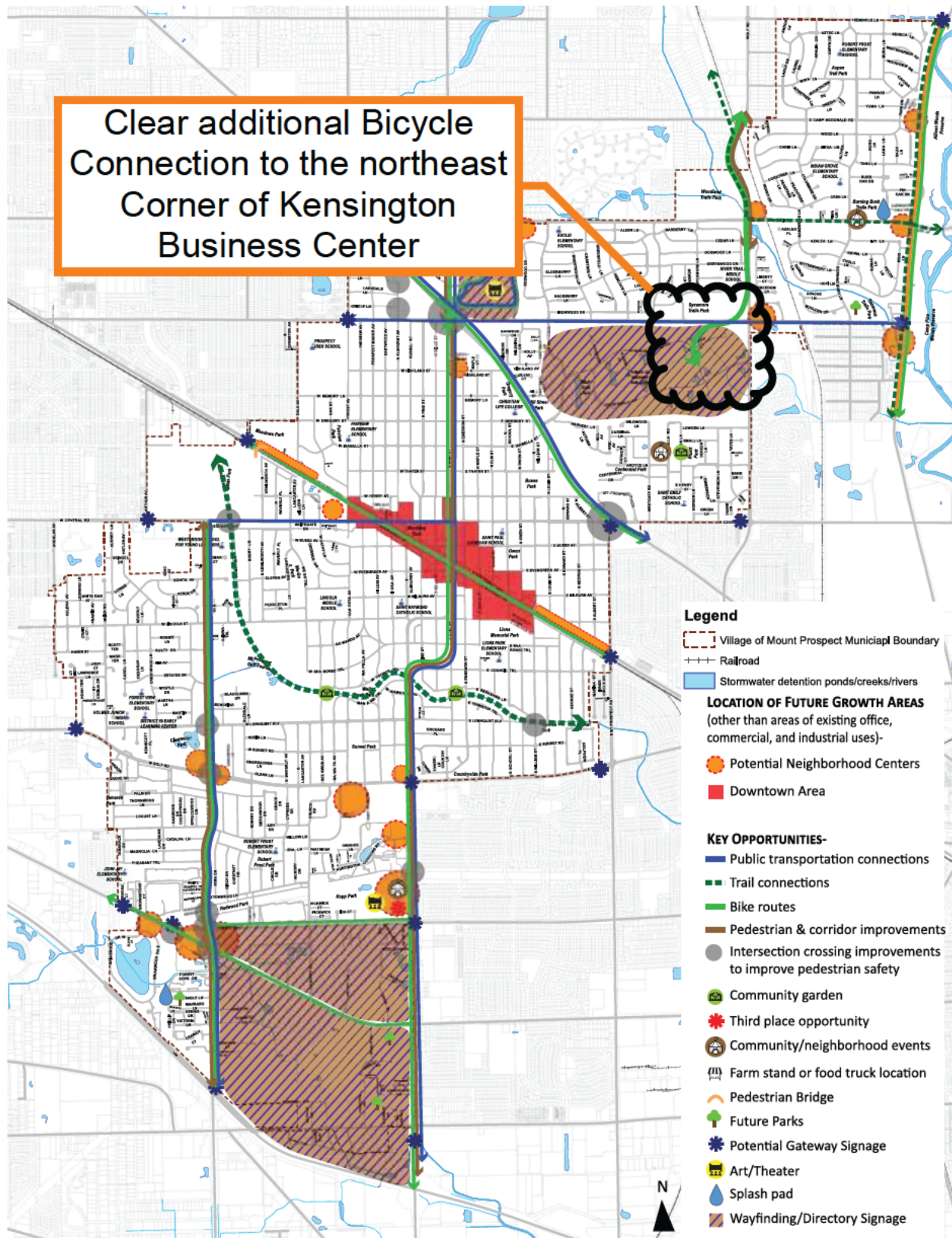
To make this possible, I urge the Commission to evaluate the site's eastern setback along Wolf Road. The current proposal features a 47-foot setback, while only 30 feet are required. If the Wolf Road fire lane is unnecessary, 10 feet could be reclaimed for the path. Additionally, shifting the building footprint slightly east would allow for a multi-use path within the Kensington Road right-of-way, seamlessly joining the existing sidewalk network.

Please see the attached file, "Public Comment for 7-9 Planning and Zoning.pdf", to view these proposed adjustments in further detail. Thank you for your time and commitment to proactive community planning.

Sincerely,

Jake Schreiner

Clear additional Bicycle Connection to the northeast Corner of Kensington Business Center



Prospect Heights Bike Path to Lake Arlington with programed extension by Arlington Heights

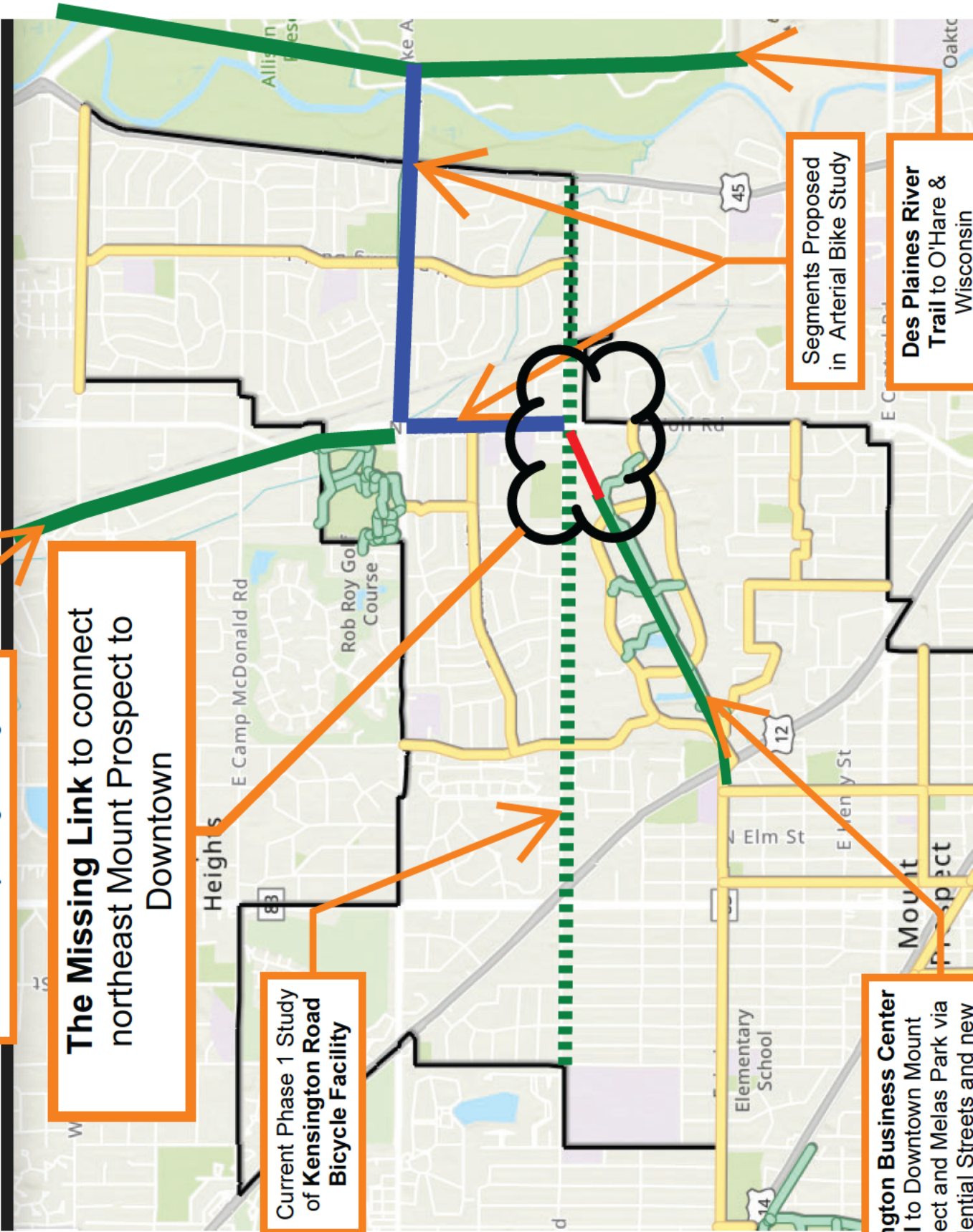
The Missing Link to connect northeast Mount Prospect to Downtown

Current Phase 1 Study of Kensington Road Bicycle Facility

Segments Proposed in Arterial Bike Study

Des Plaines River Trail to O'Hare & Wisconsin

Kensington Business Center Trail to Downtown Mount Prospect and Melas Park via Residential Streets and new NW HWY bicycle bridge



From: [Erin Cullen](#)
To: [Lalagos, Antonia](#)
Subject: Planning and Zoning Commission- Written Objection Comments for Pz-12-26 (1600 Bishop Court)
Date: Monday, July 6, 2026 4:46:54 PM

Attn: Planning and Zoning Committee

I reside in Mount Prospect and am writing to express my objection to the Petition of 1600 Bishop Partnership LLC's Petition for conditional use approval to amend the existing zoning and to construct an industrial warehouse at 1600 Bishop Court, which is set before you for a vote on July 9.

Unfortunately, the agenda with the plans proposed for this project were only posted for public viewing on the Village's website on July 2, before the holiday weekend, so there is very little time allowed for public comment. Thus, as an initial matter, I request that you delay the vote on this petition until a later date to allow for complete public review and comment. Otherwise, it certainly gives the impression that this project is being attempted without any meaningful opportunity for your receipt of public comments from residents in the area.

From the Petition posted, it requests a "conditional use approval for a major change to the Planned Unit Development" of the property at issue at Kensington and Wolf Rd. within the Kensington Business Center, seeking to now operate under Limited Industrial Zoning.

The Kensington Business Center has in the past had properties that have operated outside of the intended zoning uses or violated ordinances and interfered with residential properties. For instance, an approval was given to Prestige Feed Products to operate at 431 Lakeview Court, after which there were years of odors, chemicals, and noise emanating from that facility into nearby residential properties, years of resident complaints, and ultimately several court cases requiring use of taxpayer funds for the Village's involvement, before that facility moved out at the end of 2025. It is my understanding that there have also been several resident complaints surrounding the building and operations of OnTrac trucking with respect to its trucking terminal at 350 N. Wolf Road, including noise and unsafe traffic. This request for the major change to 1600 Bishop Court should be considered with this history and the safety of the residents of the area in mind.

While the published Petition for Bishop Court states that Mount Prospect "Staff finds that the proposal has incorporated adequate measures to safeguard public health, safety, morals, comfort, and general welfare"- it is unclear where in the petition public health and safety was studied or where the findings are published-- if that in fact exists with further data, please point me to the pages of such findings.

The petition further states that "Staff would evaluate any future building permit and business license applications to determine if the proposed user constitutes a permitted or conditional use in the I-1 district. Future users would be required to meet minimum performance standards related to noise, vibrations, smoke, fire hazard, toxic matter, odorous matter, and glare." However, again, there is no information I could locate in the petition that describes HOW potential businesses will be vetted and how they will be restricted to meet minimum performance standards. In fact, the petition provides little information of the specifics of what this tenant will operate in this property and how that operation may impact public safety, health and comfort. Of note, the Administrative Content contains a June 25, 2026 letter from

Nicholas Family of Companies, a company associated with 1600 Bishop Partnership LLC. This letter states only that "prospective tenants may include local and regional firms...as well as national users seeking well-located infill facilities to support last mile distribution networks" but their prospective tenant is "confidential."

Obviously, the nature of any tenant and operations in this proposed new facility is relevant to this petition. It should be noted that the same developer for this property (Nicholas) developed the property at 431 Lakeview Court and was involved with the lease of that property to Prestige Feed. How can the Village ensure that future uses of this property, similarly to what occurred with Prestige, would not further operate or request to operate industrial equipment that emits noise, toxic matter, smoke, etc., or how the operations of trucks to and from this property may impact residents and safety when there are no specifics of how that will be accomplished or specific requirements in this petition for the operations at this building and the changes to the property? What is being done to mitigate the risks of an industrial tenant not following Village ordinances in this area given the recent history of some operations of properties in the Kensington Business Center?

The traffic and parking plan noted in the Petition notes the primary and alternate site plan depict either 100 or 150 parking stalls and more truck docks. One plan proposes a new entrance and curb cut to allow access to Kensington Road. There is also proposed trucking access to the Business Center Road by trucks from the current entrance area, with a proposed reconfiguration of the traffic circle. This is a much larger footprint for trucks to access this area than currently exists for the current office building in this property.

There is already a notable increase of trucks on the roads in the area of Kensington and Wolf due to OnTrac. These trucks have limited vision of pedestrians and even cars on the roads and sidewalks. There are simply more blind spots. Children regularly bike and walk on the sides of Wolf Road to and from schools and parks. There are schools even within Kensington Business Center (one being currently built I believe) and pedestrians walk within KBC. The lives and safety of those pedestrians are important. Yet I see no proposed additional safety measures proposed for the Kensington Road proposed entrance, or within KBC roads and out to Wolf Road. No additional pedestrian protections have been proposed by the Village in the area such as truck aprons with setback crossings, raised crosswalks, pedestrian medians, or pedestrian intelligent crossings, advanced stop lines, or high visibility pedestrian crossings with lights have been proposed on Wolf Road, Kensington Road, or within the Kensington Business Center roads to account for the increased semi-truck traffic in the area. I am not aware of any safety or traffic studies the Village has done in the area in the past five years. If there have been any published, please point me to them. I fear it is only a matter of time before further accidents occur involving pedestrians. These industrial facilities are being built and operated with additional truck traffic with apparently little consideration and fact finding surrounding how to protect pedestrians and other drivers in the area, let alone increased noise, emissions, and other nuisances from heavy operations from varying hours.

Additionally, the Petition proposes removing landscaping on the property, which could impact noise and certainly impacts the appearance of the area. Many residents moved near Kensington Business Center knowing businesses and offices operated within it that were mostly protected from view and had appealing landscaping. Instead, in recent years there have been larger buildings, more industrial trucks, more emissions entering their properties, less landscaping, and little restrictions on hours of operations and lights/noise. The Petition does not set forth exactly how this proposed new building will supposedly not be injurious to the

use and enjoyment of other property in the area or impair property values, particularly since it does not even identify what industrial entities may be operating in the property and what they will do.

Without this new proposed industrial/warehouse/trucking terminal building, crossing Wolf Road and Kensington Road is already dangerous and pedestrian accidents have already occurred. I urge you to take into consideration the quality of life of residents in the area of this property and the safety of the public and vote no to this Petition that seeks to bring more unidentified industrial operations to this area and more unsafe truck traffic.

Thank-you,
Erin Cullen



From: [Nancy Reese](#)
To: [Lalagos, Antonia](#)
Subject: Case # PZ-12-26 – 1600 Bishop Court
Date: Monday, July 6, 2026 8:30:12 AM

Dear Ms Lalagos and members of the Mount Prospect Planning and Zoning Commission,

We are writing in regard to Case PZ-12-26 / 1600 Bishop Court Public Hearing to occur during the Planing & Zoning Commission meeting on July 9, 2026. While putting vacant property to use is to be desired as beneficial to the village and our tax base, we do have a concern about the alternate site plan.

As one of the closest residents living on Kensington Road, we would like to share our concerns about the alternate site plan proposal for a new curb cut onto Kensington Road for use by employee passenger vehicles. Parking for the alternate site includes space for 150 vehicles. The village staff estimates at least 95 spaces are needed for the planned use of the building. Imagine the volume of in and out vehicles during a shift change.

Traffic along Kensington Road at any hour is already an issue. The speed limit is 45 mph. Many vehicles exceed that limit. On the north side of Kensington Road is a park and a church. Close by is a school.

While right in/right out access is mentioned, there doesn't seem to be any other required changes to Kensington Road. The site plan depicted on page 3 of the drawings does not show any right-turn lane before the curb cut. Traffic at peak is already backed up at the Kensington/Wolf intersection beyond the curb cut shown in the drawings. Add to that the right-in and right-out traffic, and, again, imagine the additional back up of traffic at shift change.

We hope the commission will reconsider approving the in-out access off Kensington. There is no reason those employees can't drive through the industrial park like any other employees of businesses in the park.

Thanks for your consideration of our concerns,

Jon H. and Nancy I.Z. Reese
1312 E. Kensington
Mount Prospect, IL
[REDACTED]

From: [REDACTED]
To: [Lalagos, Antonia](#)
Subject: NTN office building at 1600 Bishop Court, Mt. Prospect, IL
Date: Sunday, July 5, 2026 6:33:51 PM
Attachments: [image001.png](#)

Hello Ms. Lalagos,

Thank you for getting back to me so quickly! I truly do appreciate it!

I have to be honest and let you know that I think that there are already too many trucks on the roads in the area where the building change is being proposed at Kensington and Wolfe.

And there is nothing scarier than being in your car stopped at a red light and worrying about whether a truck making a left turn next to you is going to hit your car.

Whenever I get together with family, friends and neighbors, all they do is complain about living in IL.

Before I recently retired as an attorney, I represented many working people who left IL for other states, including but not limited to:

Wisconsin, Indiana, Iowa, Idaho, Nevada, Arizona, New Mexico, Arkansas, Tennessee, North Carolina, South Carolina, Texas, Florida, Alabama, etc, etc, etc.

And I actually have friends, family members and neighbors who've sold their homes here in IL in order to flee to these other states.

Quite frankly, none of the above states is really as nice as IL.

Although we have snow here in IL during the winter, the roads are usually cleared relatively quickly. And the snow does dry up.

The summers here in IL are quite comfortable compared to the heat, humidity and bugs in states such as Tennessee, Florida, etc.

Is it really necessary to build something industrial--"light" or otherwise--on every inch of space in this area?

IL continues to lose its population year after year.

The number and size of the trucks in this area are already a significant concern, and more trucks is only going to aggravate the situation.

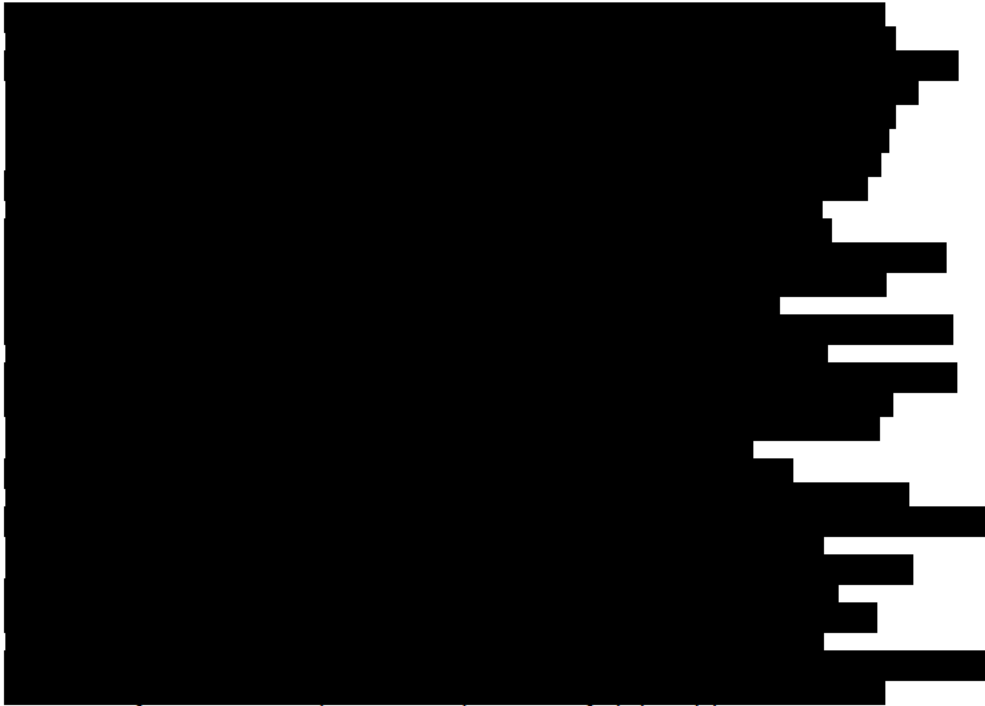
Please take into consideration your Mount Prospect residents and their need for safety and quality of life.

Please don't authorize any zoning or planning changes to the area of Kensington and Wolfe that is going to bring more truck and vehicular traffic to this area.

Thank you again,

Mary Pat Donohue

From: [mary beth stillmaker](#)
To: [Lalagos, Antonia](#)
Cc:



Subject: Fw: Urgent Safety Concerns Regarding OnTrac Facility Near Longford Glen Subdivision
Date: Friday, July 3, 2026 10:02:16 AM

Mount Prospect Zoning Board,

We believe the zoning for the property at Kensington/Wolf SHOULD NOT be changed. MP should have consideration for the public safety issues and the residential fabric of our neighborhood. Our communities pay well over \$1 million a year to get our kids safely to River Trails school district. Our roads are busy enough with semi-truck traffic. MP should not be adding more public safety issues to our neighborhood -- and these companies certainly should NOT be getting substantial tax breaks.

Below is an email with serious concerns about OnTrac, a recent zoning change, to our neighborhood. Many neighbors protested this zoning change and MP zoning committee agreed with all of our concerns. However, MP Village Board ignored all of our concerns and this monstrosity was built with MP Village Board completely ignoring any and all concerns for the public safety of our community. MP gave us Prestige Feed with no oversight, OnTrac, and now this new industrial site.

Please listen to all of our concerns and vote NO for this zoning change. Thank you.

Longford Glen Homeowners Association

----- Forwarded Message -----

From: Katrina Swiderski [redacted]
To: [redacted]
Sent: Monday, December 29, 2025 at 09:46:08 AM CST
Subject: Urgent Safety Concerns Regarding OnTrac Facility Near Longford Glen Subdivision

To Whom It May Concern,

I am writing out of deep concern for the safety of our community surrounding the OnTrac facility in Mount Prospect, Illinois- particularly for the children, families, and pedestrians who navigate this area daily.

I have personally observed numerous occasions where drivers' cars associated with the facility are tightly packed along surrounding streets, often blocking clear views of other vehicles and pedestrians. This congestion significantly increases the risk of accidents, especially during peak traffic hours.

What concerns me most is the close proximity of this facility to St. Emily's Catholic School and River Trails Middle School. Many children walk to and from these schools each day, and the current traffic conditions pose a serious safety threat. Large semi-trucks turning onto Wolf Road frequently have limited visibility, making it extremely difficult for drivers to see children and adults walking along nearby sidewalks. The margin for error is frighteningly small.

As a kindergarten teacher, safety is not just a personal concern- it is at the core of my profession and my responsibility. The idea that young children must navigate such hazardous conditions on their way to school is deeply troubling.

Additionally, as a confident and experienced driver, I feel compelled to share that I no longer feel safe turning left out of my subdivision, Longford Glen, due to the heavy volume of semi-trucks and delivery vehicles entering and exiting the OnTrac facility. The traffic has become so overwhelming that I now avoid the main entrance entirely and use an alternate entrance simply to feel safe. This is not a matter of inconvenience- it is a matter of genuine fear caused by traffic volume, limited visibility, and large commercial vehicles operating in a residential-adjacent area.

The presence of this facility, combined with the scale and frequency of truck traffic, has fundamentally changed the safety landscape of our neighborhood. I respectfully urge those responsible to reassess traffic flow, parking practices, and safety measures in this area before a preventable tragedy occurs.

Our children, pedestrians, and residents deserve to feel safe in their own community. I hope these concerns are taken seriously and addressed with urgency and care.

Thank you for your time and attention to this critical matter.

Sincerely,

Katrina Swiderski

From: [REDACTED]
To: [Lalagos, Antonia](#)
Subject: NTN office building at 1600 Bishop Court, Mt. Prospect, IL
Date: Tuesday, June 30, 2026 1:05:12 PM

Dear Ms. Lalagos,

Thank you for all of your hard work and service to the Village of Mount Prospect, its residents and, in turn, the surrounding communities.

Apparently on 7/9/2026, at 7pm, the Village will have a zoning hearing on the Wingspan Development Group request to construct a new light industrial warehouse and office building at the corner of Kensington and Wolfe, where NTN formerly had its offices at 1600 Bishop Court, Mount Prospect, IL.

I have lived near Kensington and Wolfe for the past 29 years in my home with my husband and one of our children.

Based on my experience living in this area, it's my opinion that Wolfe Road between Central and Euclid Avenues can't take on the building for any kind of industrial warehouse use at Kensington and Wolfe--especially that involving trucks or heavy vehicle traffic.

During my 29 years residing here, there have been many vehicle accidents on Wolfe Road, including a motorcycle accident in front of River Trails Middle School in Mount Prospect that resulted in the death of the rider. And River Trails Middle School is just a 1/4 block away from the NTN location that is being considered for industrial use.

South of the proposed NTN rezoning, there were 2 accidents where vehicles hit individuals at the corner of Lowden and Wolfe Roads in Mount Prospect. In one of these accidents, my minor child was hit by a car while jogging in the pedestrian crosswalk at this corner.

In the other accident, a minor child riding a bike was apparently hit by a school bus at this corner.

Further, just across from the area at Kensington and Wolfe that is proposed for industrial use there is a church, which is Northwest Assembly of God at 900 N. Wolfe Road in Mount Prospect.

Just 1/4 block west of this corner proposed for industrial use is Mount Prospect's Sycamore Trails Park at 1500 E. Kensington. At this park, there's a playground for young children as well as tennis courts and a walking path. This park is constantly used when weather permits.

Additionally a 1/4 block northeast of Kensington and Wolfe, there's the Mount Prospect Safari Day Care for babies and preschoolers located at 1738 E. Kensington Road.

Even without building an industrial/warehouse building at the old NTN site, it already is almost impossible to get across Wolfe Road by foot or by car. And if you've ever had to walk across the intersection of Kensington and Wolfe, you know how scary it already is even without a new industrial structure being added to this corner.

Soon I will be 70 years old. I'm a retired attorney in the State of IL. My children are adults now, and I really don't have to worry as much about their safety. More importantly, I'm not even a Mount Prospect resident. Although I live near this proposed new industrial use at Kensington and Wolfe, I'm a Des Plaines resident at 1411 Callen Lane.

But I know that there are many children and adults on Wolfe Road who walk, bike

ride, push baby strollers and scooter board near the former NTN location. And I believe that the families in this area, especially your Mount Prospect families, need to be protected when zoning matters are decided.

So, on behalf of the many parents in this area who are younger than me and too busy raising their children in Mount Prospect to have the time to bring to your attention the above concerns, I'm requesting that there not be an industrial warehouse at Kensington and Wolfe or any other kind of structure at that corner that will add to the heavy car and truck traffic already in this area.

It appears to me that there is sufficient vacant space in the interior of the Kensington Business Center that there shouldn't be a need for a rezoning that will apparently add to the heavy truck and car traffic already at Kensington and Wolfe.

Please forward this to any other Village Board member who might also need to consider the above thoughts on behalf of your Mount Prospect residents.

Thank you,

Mary Pat Donohue