



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

January 25, 2024

Village Hall - 3rd Floor Board Room

7:00 PM

- 1. CALL TO ORDER**
- 2. APPROVAL OF MINUTES**
 - 2.1. PZ-19-23 / 707 Russel Street / VAR: Lot Coverage
- 3. NEW BUSINESS**
 - 3.1. PZ-20-23 / 718 E. Northwest Highway / CU: Massage Therapy / Village Board Final
 - 3.2. PZ-22-23 / 2400 E. Oakton Street / CU: Contractor's Storage Yard / 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-19-23 Hearing Date: December 14, 2023

PROPERTY ADDRESS: 707 Russel St

PETITIONER: Peter Kretowski

PROPERTY OWNER: Michal Kretowski

PUBLICATION DATE: November 29, 2023

REQUEST: Variation to Lot Coverage Requirement

MEMBERS PRESENT: Joseph Donnelly
William Beattie
Walter Szymczak
Donald Olsen
Ewa Weir
Greg Miller

MEMBERS ABSENT: Norbert Mizwicki
Thomas Fitzgerald

STAFF MEMBERS PRESENT: Ann Choi – Development Planner

INTERESTED PARTIES: Peter Kretowski
Katarina Karac

Chairman Donnelly called the meeting to order at 7:01 PM. Vice Chairman Beattie made a motion seconded by Commissioner Szymczak to approve the minutes from the Planning and Zoning Commission meeting on October 26, 2023. The minutes were approved 6-0.

Chairman Donnelly introduced the first and only item of New Business: Case PZ-19-23, 707 Russel Street, a request for a variation to the lot coverage requirement.

Ms. Choi thanked Chairman Donnelly and stated that the Petitioner, Peter Kretowski, is requesting a variation to the lot coverage requirement to construct a deck on the subject property. Ms. Choi explained that the subject property was annexed into the Village in 1926, and the permit history indicates various improvements since the home's construction in 1957, including for a detached two-car garage in 1977, a new driveway/flatwork, roof, and a fence. Ms. Choi added that the subject property is zoned R-A Single-Family Residential.

Ms. Choi presented a slide exhibiting photos of the deck and explained that sometime in 2022, the Petitioner installed a new composite deck without a permit, and a stop work order was issued by the Village. Ms. Choi stated that the Petitioner was required to apply for a building permit for the illegal deck, but the permit was not approved since the lot coverage was pushed to its current level of 53.7%

which exceeds the 50% that is allowed. Ms. Choi further explain that staff requested that the Petitioner remove areas of impervious surface to comply with the lot coverage requirement if the deck were to remain, or go through the variation process.

Ms. Choi went on to the next slide and presented a plan of the deck. Ms. Choi stated that the building department had indicated in their review that the deck appears to have been constructed incorrectly with insufficient frost depth, missing beams, inappropriate joist supports, hardware, and engineering. Ms. Choi stated that if the variation is approved, the Village will require detailed plans verifying that the deck and any other permanent structures atop comply with code.

Ms. Choi stated that the Petitioner's request does not meet the standards of a variation. Staff maintains that the subject property does not have particular physical surroundings, shape, or topographical conditions that constitute a zoning hardship to the owner. Ms. Choi explained that the lot coverage for the subject property has been met and exceeded, and is the result of choices made by the original homebuilder and the existing property owner. Ms. Choi asserted that the subject property represents a typical residential interior lot and the conditions of the property are not unique that differentiates the subject property from the rest of the neighborhood.

Based on these findings, Ms. Choi recommended that the Planning and Zoning Commission make a motion to adopt staff's findings as the findings of the Planning and Zoning Commission and deny the following motion:

1. "A variation to allow a maximum lot coverage of 53.7%, as shown on the plans prepared by the Petitioner, dated 11/02/2023, subject to condition listed in the staff report."

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

Chairman Donnelly asked if there were any questions for staff. Vice Chairman Beattie asked staff if the deck would need to be rebuilt based on the drawings that were submitted by the Petitioner and the building department's comments. Commissioner Weir stated or they would have to prove they meet building code. Ms. Choi confirmed. Chairman Donnelly and Vice Chairman Beattie asked staff how much square footage 3.7% equates to and Ms. Choi stated that 3.7% is approximately 270 square feet of impervious area that would need to be removed to meet code and the deck is approximately 340 square feet.

Chairman Donnelly asked if Engineering conducted any studies in the area in regard to flooding. Ms. Choi responded that there are known flooding issues in the area.

Chairman Donnelly swore in the Petitioner, Peter Krekowski of 707 Russel Street, and attorney for the Petitioner, Katarina Karac.

Ms. Karac presented her slides and made the following main points:

- The Petitioner purchased the home in 2017 and made approximately \$50,000-80,000 in improvements in the new driveway, roof, siding, doors, fence, gutters, and landscaping. The new driveway was installed in 2021 and was expanded by 2 feet on each side and contributed to the increased lot coverage. The Petitioner is a good neighbor and has a relationship with his neighbors who are supportive of his variation request.

- Ms. Karac stated that the composite deck was installed in 2022 and the Petitioner relied on the code's definition of "impervious surface" and that the deck is not considered an impervious surface by the manufacturer. "Impervious surface" is defined as "A surface that has been compacted or covered with a layer of material so that it is highly resistant to infiltration by storm water. Such surfaces include hard pavements, such as concrete, asphalt, brick, slate, gravel and boulders; wood decks and structures." Ms. Karac argued that the composite deck is not highly resistant to infiltration by stormwater because the boards need to be gapped to drain and dry properly. Ms. Karac further argued that composite decks are not explicitly included in the definition of impervious surface.
- Ambiguity in code and the criteria for granting a variation is satisfied and Ms. Karac explained how the variation request met the responses to the variation standards:
 - a. Because the detached garage is deeply setback, the hardship was not caused by the Petitioner, but was an existing condition. If the Petitioner had known the expansion of the driveway would contribute to an increase in the lot coverage, the Petitioner would not have expanded the driveway.
 - b. Sufficient drawings and pictures can be provided to satisfy the building department comments. Policy is not law and under well-established case law, ambiguity in a zoning ordinance should be resolved in favor of the property owner.

Vice Chairman Beattie questioned the argument that the definition of impervious surface does not apply to composite decks and emphasized that composite decks are constructed the exact same way as a wood deck is, in that there are gaps between the boards to allow water to drain through them. Chairman Donnelly asked if the material underneath the deck is grass. Ms. Karac responded that pebble rocks and a barrier exist underneath the deck. Chairman Donnelly stated that pebbles restrict the amount of water going through them and are therefore considered impervious. Commissioner Weir asked Ms. Karac to finish her presentation and the commission will then ask questions.

- c. Petitioner's request is not financially motivated.
- d. Hardship was not self-created as the lot and configuration of property was not developed by the Petitioner.
- e. Property is not located in a floodway or flood zone, no drainage issues experienced, it will not be detrimental to the public or other property; six letters of support by neighbors were provided.
- f. The variation will not alter the essential character of the neighborhood.
- g. Not a lot of assertion that the deck is causing flooding issues and if the variation is approved, the Petitioner would apply for a building permit and get that approved.

Chairman Donnelly asked the Petitioner if the deck builder was aware that a permit was required. Mr. Kretowski apologized and took full responsibility for not finalizing the permit.

Commissioner Weir asked the Petitioner if there is a geotechnical fabric weed barrier under the gravel, and if this geotechnical fabric weed barrier is pervious. Mr. Kretowski was unable to answer the question with certainty and responded that he would need to check with the deck installer. Commissioner Weir asked if gravel is included in the definition of impervious surface. Ms. Karac stated

that gravel is included in the definition but was unsure if it was gravel or some other type of rock that was used and would need to verify that with the Petitioner and his contractor.

Vice Chairman Beattie appreciated the Petitioner's apology that he made a mistake but stated that nothing in the Petitioner's argument falls within the definition of a hardship and nothing is unique about the property, and the Petitioner does have a financial interest in improving his property.

Chairman Donnelly stated that the lot coverage needs to meet 50% and asked if the Petitioner had considered the option of removing impervious surface from the driveway.

Chairman Donnelly asked staff if the detached garage is required to be five feet away from the property lines. Ms. Choi stated that the detached garage can be located three feet from the rear and side lot lines based on the property's lot width.

Chairman Donnelly asked for the record if there was one letter of opposition and Ms. Choi responded in the affirmative. Chairman Donnelly explained that the concern in the resident's letter was flooding.

Vice Chairman Beattie asked the Petitioner if he can do anything to the driveway to meet the 50% lot coverage. Ms. Karac responded that her client is being pushed to spend more money to fix a problem that she does not believe is her client's fault as the deck material does not fall within the legal definition of impervious surface area. Vice Chairman Beattie expressed sympathy for the Petitioner's predicament but stated he was not persuaded by the argument that impervious surface does not apply to the composite deck because the deck is composed of a synthetic material not listed in the definition.

Chairman Donnelly stated that there might not be flooding today, but if the variation is granted, a flooding problem could occur in the future if all property owners in the area decided to build up to the maximum lot coverage. Chairman Donnelly added that the Petitioner has options to remove impervious surfaces from the property and further emphasized that impervious surface has been interpreted to mean that the flow of stormwater is slowed down and that it could create flooding issues.

Ms. Karac asked under what circumstances could an applicant exceed lot coverage and meet the criteria for a variation.

Commissioner Olsen asked if it was 270 square feet of impervious surface that would need to be removed from the deck or the driveway. Chairman Donnelly responded that the Petitioner could remove any 270 square feet of impervious area that would get him down to 50% lot coverage.

Commissioner Weir asked staff if the Village has ever granted variations for exceeding lot coverage for decks. Ms. Choi responded that there have been cases where the Village has granted variations from the lot coverage requirement but that these have been granted on a case-by-case basis. Ms. Choi stated there was one case of a historic property that wanted to reduce the existing lot coverage, but the lot coverage was still slightly over the required lot coverage. Chairman Donnelly stated that it was a case where the historic preservation society was in support and the commission also was in support because they had improved the existing lot coverage. Chairman Donnelly however did not recall approving any variations where there were known flooding issues.

Commissioner Weir asked if staff thought the definition of impervious is ambiguous. Ms. Choi stated that wood decks are the only decks that are included in the definition of impervious surface and it has to

do with the weed barrier installed under the deck. Weed barriers, even if they start out as pervious, will degrade over time, so the Village has consistently and historically considered all decks as impervious due to the installation of any kind of weed barrier installed underneath the deck. Ms. Choi explained that the only way that weed barriers would be considered pervious is if they were constantly replaced or maintained over time, which is virtually impossible to do [without dismantling the deck]. Ms. Choi also pointed that the lot coverage requirement does not only have to do with impervious surface but with massing as well in that if the deck was constructed over grass, then homeowners could potentially deck over their entire yard, which goes against the intent of the code. Commissioner Weir asked if this was explicit in the code or inferred. Ms. Choi responded that it is inferred, but that historically it has always been applied in this manner.

Hearing no further comments or questions, Chairman Donnelly closed the hearing and asked for a motion. Commissioner Beattie made a motion seconded by Commissioner Szymczak to approve the following motion:

“A variation to allow a maximum lot coverage of 53.7%, as shown on the plans prepared by the Petitioner, dated 11/02/2023, subject to condition listed in the staff report.”

UPON ROLL CALL

AYES: None

NAYS: Szymczak, Weir, Olsen, Beattie, Miller, Donnelly

The motion was denied by a vote of 6-0.

After hearing no more items of new business, Vice Chairman Beattie made a motion seconded by Commissioner Szymczak and the meeting was adjourned at 7:53 PM.



Ann Choi
Development Planner



Item Cover Page

Subject **PZ-20-23 / 718 E. Northwest Highway / CU: Massage Therapy / Village Board Final**

Meeting January 25, 2024 - REGULAR MEETING OF THE MOUNT PROSPECT PLANNING AND ZONING COMMISSION

Fiscal Impact (Y/N)

Dollar Amount

Budget Source

Category NEW BUSINESS

Type Action Item

Information

The petitioner (Enlightenment Massage LLC) is proposing a massage therapy establishment at 718 East Northwest Highway (the subject property). Massage therapy businesses require conditional use approval to operate. The subject property is zoned B-5 Central Commercial. The proposed business meets the standards for a conditional use and therefore staff is supportive of the request.

Discussion

The petitioner proposes to operate a 420-square-foot shiatsu massage establishment at the subject property. The petitioner states in their application that the shiatsu massage technique was developed in Japan and uses compression and stretching methods on a client while they are clothed. The petitioner recently completed training to become a massage therapist and obtained their state license in January 2024, which is included in the zoning case documents. In the business narrative, the petitioner indicates that they will pursue continuing education in shiatsu at Zen Shiatsu School in Evanston, Illinois. The proposed hours of operation will be Thursday through Tuesday, 9 AM to 9 PM, with sessions available by appointment and walk-in. The petitioner notes that the business owner will be the only employee on site and only one client will be seen per 90-minute session. No interior or exterior renovations requiring a building permit are proposed; however, the petitioner will need to obtain a sign permit for the awning.

Village staff has reviewed the petitioner's request and finds that it meets the standards for a conditional use. The Police Department confirmed that the petitioner has met ordinance standards to operate a massage establishment. As of the writing of this report, staff has not received public comments pertaining to this request.

Alternatives

1. To recommend approval of the following motion: "A conditional use permit to operate a massage therapy establishment at 718 East Northwest Highway, subject to the following

conditions:

- a. The business shall hold a valid Mount Prospect business license;
- b. Any massage therapist employed at the business establishment shall hold a valid massage therapist license with the State of Illinois;
- c. During business hours, the entrance door shall remain unlocked, and the storefront windows and entrance doors shall be transparent and unobstructed; and
- d. Compliance with all applicable Village Code requirements, including, but not limited to, fire code and building regulations."

2. Action at the discretion of the Planning & Zoning Commission.

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

Staff Recommendation

Approval of the following motion: "A conditional use permit to operate a massage therapy establishment at 718 East Northwest Highway, subject to the following conditions:

- a. The business shall hold a valid Mount Prospect business license;
- b. Any massage therapist employed at the business establishment shall hold a valid massage therapist license with the State of Illinois;
- c. During business hours, the entrance door shall remain unlocked, and the storefront windows and entrance doors shall be transparent and unobstructed; and
- d. Compliance with all applicable Village Code requirements, including, but not limited to, fire code and building regulations."

Attachments

1. PZ-20-23 Staff Report
2. PZ-20-23 Administrative Content
3. PZ-20-23 Plans



STAFF REPORT FROM THE DEPARTMENT OF Community Development

William J. Cooney, AICP
Director of Community Development

Ann Choi
Development Planner

DATE: January 18, 2024

CASE NUMBER

PZ-20-23

APPLICANT/PROPERTY OWNER

Enlightenment Massage LLC /
Prospect Plaza LLC

PUBLIC HEARING DATE

January 25, 2024

PROPERTY ADDRESS/LOCATION

718 East Northwest Highway

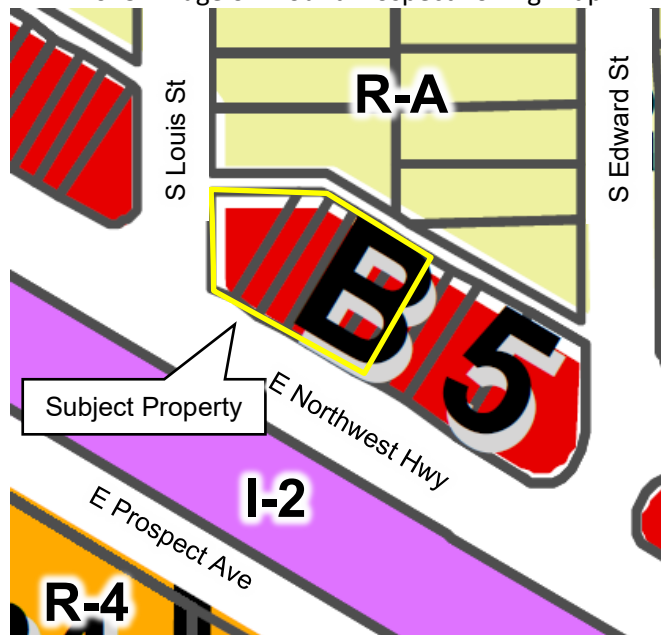
BRIEF SUMMARY OF REQUEST

The petitioner (Enlightenment Massage LLC) is proposing a massage therapy establishment at 718 East Northwest Highway (the subject property). Massage therapy businesses require conditional use approval to operate. The subject property is zoned B-5 Central Commercial. The proposed business meets the standards for a conditional use and therefore staff is supportive of the request.

2023 Aerial Image



2023 Village of Mount Prospect Zoning Map



EXISTING ZONING
B-5 Central Commercial

EXISTING LAND USE/SITE IMPROVEMENTS
Multi-tenant commercial

SURROUNDING ZONING & LAND USE
North: R-A Single Family Residential
East: B-5 Central Commercial
South: I-2 Railroad
West: B-5 Central Commercial

SIZE OF PROPERTY
420 SF
(Tenant)

STAFF RECOMMENDATION

APPROVE

APPROVE WITH CONDITIONS

DENY

DISCUSSION OF PROPOSAL

BACKGROUND/PROPERTY HISTORY

The subject property is a single-story multi-tenant commercial building with a mixture of restaurant, retail, office, and personal service establishments. The building was purchased by Prospect Plaza LLC in 2021. The tenant space at 718 East Northwest Highway was most recently occupied by an office use.

PROPOSAL

The petitioner proposes to operate a 420-square-foot shiatsu massage establishment at the subject property. The petitioner states in their application that the shiatsu massage technique was developed in Japan and uses compression and stretching methods on a client while they are clothed. The petitioner recently completed training to become a massage therapist and obtained their state license in January 2024, which is included in the zoning case documents. In the business narrative, the petitioner indicates that they will pursue continuing education in shiatsu at Zen Shiatsu School in Evanston, Illinois. The proposed hours of operation will be Thursday through Tuesday, 9 AM to 9 PM, with sessions available by appointment and walk-in. The petitioner notes that the business owner will be the only employee on site and only one client will be seen per 90-minute session. No interior or exterior renovations requiring a building permit are proposed, however the petitioner will need to obtain a sign permit for the awning.

The subject property is zoned B-5 Central Commercial. The subject property parking lot is striped with 26 parking stalls. Since the proposal does not involve new construction or major rehabilitation (50 percent or more), or a change in use which warrants additional parking, no additional off-street parking is required.

The petitioners submitted a business license application and a massage therapy addendum according to the requirements of Village Code Chapter 11, Article 39 for Massage Establishments.

COMPREHENSIVE PLAN DESIGNATION

The Village Comprehensive Plan designates the subject property as central commercial. The proposed conditional use is consistent with the Comprehensive Plan's vision for downtown mixed-use.

CONDITIONAL USE STANDARDS

The standards for conditional uses 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 list is a summary of these findings:

- The conditional use will not have a detrimental impact on the public health, safety, morals, comfort or general welfare;
- The conditional use will not be injurious to the use, enjoyment, or value of other properties in the vicinity or impede the orderly development of those properties;
- There is adequate provision for utilities, drainage, and design of access and egress to minimize congestion on Village streets; and
- The request is in compliance of the conditional use with the provisions of the Comprehensive Plan, Zoning Code, and other Village ordinances.

The petitioner states in their application that shiatsu massage improves public health and general welfare by improving mental health and physical functioning. The petitioner notes that the massage is performed with soft music that cannot be heard from outside the walls of the establishment, and therefore will not be

injurious to the uses and enjoyment of other property in the immediate vicinity. The petitioner writes that the parking lot at the subject property has multiple ingress and egress points, and that the business will serve up to one client at a time, therefore the business will have minimal impact on traffic and congestion in the area. The petitioner maintains that the business will support Objective 4 of the Mount Prospect Comprehensive Plan, to build a community that improves the health, safety, and welfare of its residents. The petitioner affirms that the business will conform to the regulations of the district.

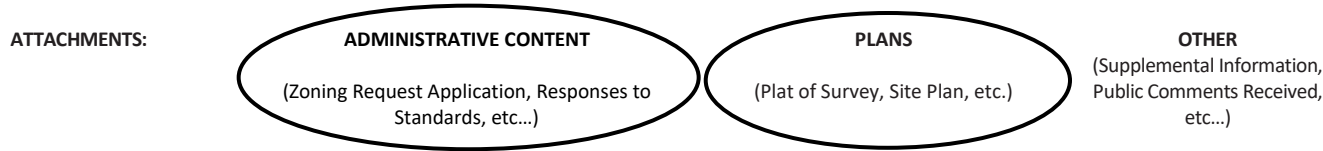
Village staff has reviewed the petitioner’s request and finds that it meets the standards for a conditional use. The Police Department confirmed that the petitioner has met ordinance standards to operate a massage establishment. As of the writing of this report, staff has not received public comments pertaining to this request.

STAFF RECOMMENDATION

Staff finds that the conditional use complies with the standards as listed in the Village Zoning Ordinance and that granting such a request would be in the best interest of the Village. Staff recommends that the Planning & Zoning Commission make a motion to adopt staff’s findings as the findings of the Planning & Zoning Commission and recommends approval of the following motion:

- 1. “A conditional use permit to operate a massage therapy establishment at 718 East Northwest Highway, subject to the following conditions:
 - a. The business shall hold a valid Mount Prospect business license;
 - b. Any massage therapist employed at the business establishment shall hold a valid massage therapist license with the State of Illinois;
 - c. During business hours, the entrance door shall remain unlocked, and the storefront windows and entrance doors shall be transparent and unobstructed; and
 - d. Compliance with all applicable Village Code requirements, including but not limited to, fire code and building regulations.”

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



I concur:



William J. Cooney, AICP
Director of Community Development



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: P&Z - 20 - 23 Date of Submission: 11/20/23 Hearing Date: 1/25/24

Project Name/Address: Enlightenment Massage / 718 E Northwest Hwy

I. Subject Property

Address(es): 718 E Northwest Hwy

Zoning District (s): B5 Property Area (Sq.Ft. and/or Acreage): 23 Acres

Parcel Index Number(s) (PIN(s)): 08-12-223-036-0000

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

☒ Conditional Use: For massage therapy establishment

☐ Variation(s): To _____

☐ Zoning Map Amendment: Rezone From _____ To _____

☐ Zoning Text Amendment: Section(s) _____

☐ Other: _____

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

Offering shiatsu massage, which is a form of bodywork that treats the same meridians of Chinese medicine as acupuncture. It was developed in Japan and treats the meridians with the massage techniques of compression and stretching, while the client is clothed.

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

Name: Anna Alexander Corporation: Enlightenment Massage LLC

Address: 2925 N. 77th Ave

City, State, ZIP Code: Elmwood Park, IL 60707

Phone: 773-299-0625 Email: annaalexander0862@gmail.com

Interest in Property: Lessee

(e.g. owner, buyer, developer, lessee, architect, etc...)

V. Property Owner☐ Check if Same as Applicant

Name: George Tselos Corporation: Prospect Plaza LLC
Address: 479 E. Business Center Drive Suite 111
City, State, ZIP Code: Mt. Prospect, Illinois 60056
Phone: 847-668-0769 Email: george@emersonstcap.com

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: Anna Alexander Date: 11/17/23
(Signature)
Anna Alexander
(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: 11/17/23
(Signature)
George Tselos
(Print or Type Name)

Affidavit of Ownership

COUNTY OF COOK)

STATE OF ILLINOIS)

I, George Tselos, 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 Prospect Plaza
(property address and PIN) 710-720 E. Northwest Highway Mt. Prospect, Illinois 60056
08-12-223-036-0000

and that such property is owned by Prospect Plaza LLC as of this date.
(print name)

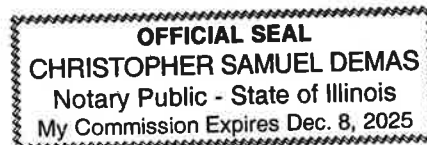
[Signature]
Signature

Subscribed and sworn to before

me this 17th day of

November, 2023.

Christopher Samuel Demas
Notary Public



2/27/21 2 of 4 2127921

WARRANTY DEED

THE GRANTORS: VOULA KONDILES, a widow,
KIKI PSARADELLIS, PETE N. KONDILES, and
Voula Kondiles, as Successor Trustee of the
Nicholas Kondiles Trust, dated December 21, 1997,
of Arlington Heights, Cook County, Illinois, for and in
consideration of Ten Dollars (\$10.00) and other good
and valuable consideration in hand paid, CONVEY
and WARRANT to THE GRANTEE: ^{Single Person} ~~Married~~
PROSPECT PLAZA LLC, an Illinois Limited
Liability Company, of Mt. Prospect, Illinois, in Fee
Simple Absolute, forever, the following real estate:
#401 E. PROSPECT AVE #109, MT. PROSPECT IL 60056



#2109022006 Doc

Doc# 2109022006 Fee \$88.00

RHSP FEE: \$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 03/31/2021 09:27 AM PG: 1 OF 2

=FOR RECORDER'S OFFICE=

LOTS 29, 30, 31, 32, 33 AND 34 IN BLOCK 22 IN THE RESUBDIVISION OF LOT 7 IN BLOCK 21, LOTS 12 TO 19 BOTH INCLUSIVE IN BLOCK 22 AND LOTS 12 AND 13 IN BLOCK 23, IN BUSSE'S EASTERN ADDITION TO MOUNT PROSPECT, IN THE EAST 1/2 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PIN: 08-12-223-021-0000, 08-12-223-022-0000, 08-12-223-023-0000, 08-12-223-024-0000,
08-12-223-025-0000, 08-12-223-026-0000

Address: 710-720 E. Northwest Hwy., Mount Prospect, IL 60056

TO HAVE AND TO HOLD said premises in Fee Simple Absolute, hereby releasing and waiving all right under and by virtue of the Homestead Exemption Laws of the State of Illinois but subject to general real estate taxes not due and payable at the time of closing, covenants, conditions and restrictions of record, public and utility easements, existing tenancies.

*This is not Homestead Property

DATED this 24 day of March, 2021.

Voula Kondiles
VOULA KONDILES

Kiki Psaradellis
KIKI PSARADELLIS

Voula Kondiles
VOULA KONDILES, as Successor Trustee of
the Nicholas Kondiles Trust, dated December 21, 1997

Pete N. Kondiles
PETE N. KONDILES

STATE OF ILLINOIS)
COUNTY OF COOK)

OFFICIAL SEAL
JAMES W PAPPAS
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 12/04/21

I, the undersigned, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that VOULA KONDILES, KIKI PSARADELLIS and PETE N. KONDILES are the same persons whose names are subscribed to, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their and the Trust's free and voluntary act for the uses and the purposes therein set forth, Given under my hand and notary seal this 24 day of MARCH, 2021

[Signature] (SEAL)
Notary Public

Mail to:

Send subsequent tax bills to:

PROSPECT PLAZA LLC
401 E. PROSPECT AVE #109
MT. PROSPECT, IL 60056

PROSPECT PLAZA LLC
401 E. PROSPECT AVE #109
MT. PROSPECT, IL 60056

Prepared by James W. Pappas, Attorney At Law, 800 Waukegan Rd., Ste. #205, Glenview, IL 60025

American Land Title Association

File Number : 2127921
Commitment for Title Insurance
Adopted 5-17-06 Revised 08-01-2016**EXHIBIT A****Legal:**

LOTS 29, 30, 31, 32, 33 AND 34 IN BLOCK 22 IN THE RESUBDIVISION OF LOT 7 IN BLOCK 21, LOTS 12 TO 19 BOTH INCLUSIVE IN BLOCK 22 AND LOTS 12 AND 13 IN BLOCK 23, IN BUSSE'S EASTERN ADDITION TO MOUNT PROSPECT, IN THE EAST 1/2 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

**PIN: 08-12-223-021-0000,
08-12-223-022-0000,
08-12-223-023-0000,
08-12-223-024-0000,
08-12-223-025-0000,
08-12-223-026-0000**

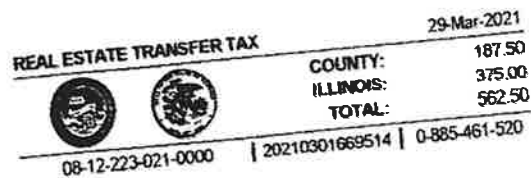
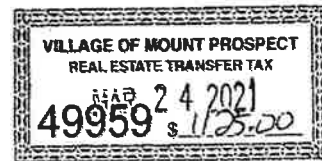
Address: 710-720 E. Northwest Hwy., Mount Prospect, IL 60056

PIN #:

PIN #:

PIN #:

Township:



This page is only a part of a 2016 ALTA® Commitment for Title Insurance (issued by Old Republic National 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; (and) Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form).

Copyright 2006-2016 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.



TOTAL PAYMENT DUE

\$41,577.38

By 12/01/2023

2022 Second Installment Property Tax Bill - Cook County Electronic Bill

Property Index Number (PIN)	Volume	Code	Tax Year	(Payable In)	Township	Classification
08-12-223-036-0000	049	16140	2022	(2023)	ELK GROVE	5-17

IF PAYING LATE, PLEASE PAY	12/02/2023 - 01/01/2024 \$42,201.04	01/02/2024-02/01/2024 \$42,824.70	02/02/2024-03/01/2024 \$43,448.36	LATE INTEREST IS 1.5% PER MONTH, BY STATE LAW
-------------------------------	--	--------------------------------------	--------------------------------------	--

TAXING DISTRICT BREAKDOWN

Taxing Districts	2022 Tax	2022 Rate	2022 %	Pension	2021 Tax
MISCELLANEOUS TAXES					
Northwest Mosq Abatement Dist Wheeling	19.92	0.009	0.05%		0.00
Metro Water Reclamation Dist of Chicago	827.66	0.374	1.99%	86.31	0.00
Mt Prospect Park District	1,210.50	0.547	2.91%	128.35	0.00
Miscellaneous Taxes Total	2,058.08	0.930	4.95%		0.00
SCHOOL TAXES					
Harper College Comm College 512 Palatine	907.32	0.410	2.18%		0.00
Township HS District 214 (Arlington Hts)	5,204.94	2.352	12.52%	101.80	0.00
Mount Prospect Public School District 57	7,630.36	3.448	18.35%	287.68	0.00
School Taxes Total	13,742.62	6.210	33.05%		0.00
MUNICIPALITY/TOWNSHIP TAXES					
TIF Vil of Mt Prospect-Prospect & Main	21,304.25	0.000	51.24%		0.00
Mount Prospect Spec Serv Area 5	0.00	0.000	0.00%		0.00
Mount Prospect Library Fund	1,095.43	0.495	2.63%		0.00
Village of Mount Prospect	2,084.63	0.942	5.01%	876.34	0.00
Road & Bridge Elk Grove	26.55	0.012	0.06%		0.00
General Assistance Elk Grove	22.13	0.010	0.05%		0.00
Town of Elk Grove	110.65	0.050	0.27%		0.00
Municipality/Township Taxes Total	24,643.64	1.509	59.26%		0.00
COOK COUNTY TAXES					
Cook County Forest Preserve District	179.25	0.081	0.43%	4.42	0.00
Consolidated Elections	0.00	0.000	0.00%		0.00
County of Cook	548.82	0.248	1.34%	165.97	0.00
Cook County Public Safety	234.57	0.106	0.56%		0.00
Cook County Health Facilities	170.40	0.077	0.41%		0.00
Cook County Taxes Total	1,133.04	0.512	2.74%		0.00
(Do not pay these totals)	41,577.38	9.161	100.00%		0.00

***Visit cookcountyclerk.com for information about TIFs and for TIF revenue distributions.

TAX CALCULATOR

2021 Assessed Value	0	2022 Total Tax Before Exemptions	41,577.38
		Homeowner's Exemption	.00
		Senior Citizen Exemption	.00
2022 Assessed Value	155,232	Senior Freeze Exemption	.00
2022 State Equalizer	X 2.9237		
2022 Equalized Assessed Value (EAV)		2022 Total Tax After Exemptions	
	453,852		41,577.38
2022 Local Tax Rate	X 9.161%	First Installment	0.00
2022 Total Tax Before Exemptions		Second Installment +	41,577.38
	41,577.38	Total 2022 Tax (Payable in 2023)	41,577.38

IMPORTANT MESSAGES

New Parcel

RECEIVED

NOV 20 2023

**Village of Mt. Prospect
Community Development**

PROPERTY LOCATION

MAILING ADDRESS

UNKNOWN

GUS TSELOS/PROSPECT PL
7535 OLDE SALEM CIRCLE
HANOVER PARK IL 000000000

FILE COPY
**VILLAGE OF
MT PROSPECT**

*** Please see 2022 Second Installment Payment Coupon next page ***

2022 Second Installment Property Tax Bill

Cook County Payment Coupon

FILE COPY
-
**VILLAGE OF
MT PROSPECT**

RECEIVED

NOV 20 2023

**Village of Mt. Prospect
Community Development**

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.

CUT & INCLUDE WITH PAYMENT

TOTAL PAYMENT DUE	IMPORTANT PAYMENT MESSAGES	Property Index Number (PIN)	TSLG Volume
\$41,577.38 By 12/01/2023 If paying later, refer to amounts above.	Cook County eBill Click to pay online Click to update Mailing Name/Address SN 0020220200 RTN 500001075 AN (see PIN) TC 008922	08-12-223-036-0000	049
		Amount Paid	
		\$	

Internal use only

00202202008081222303600002008922400041577381000422010410004282470000043448367

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

Your Property Tax Overview

TOTAL TAXING DISTRICT DEBT ATTRIBUTED TO YOUR PROPERTY

Total Taxing District Debt Attributed to Your Property: **\$64,079**

Property Value: **\$620,928**

Total Debt % Attributed to Your Property Value: **10.3%**

To see the 20-Year History of Your Property Taxes, [click here](#).

Note: The above amounts are illustrations of how much government debt could be attributed to your property based on its 2021 value.

[See Details Here](#)

OVERVIEW - PAYMENTS

Property Index Number (PIN): **08-12-223-036-0000**

[BEGIN A NEW SEARCH](#)

Scroll down for more information.



[Incorrect Image? Click Here.](#)

Property Location:

0 UNKNOWN
UNKNOWN, IL 00000-0000

Volume: 049

Mailing Information:

GUS TSELOS/PROSPECT PL
7535 OLDE SALEM CIRCLE
HANOVER PARK, IL 00000-0000

[Update Your Information](#)

Are Your Taxes Paid?

No property was found under this PIN for tax year 2021.

Tax Year 2022 (billed in 2023) Total Amount Billed: \$41,577.38

1st INSTALLMENT - Tax Year 2022

Original Billed Amount: \$0.00
Due Date: 04/03/2023
Tax: \$0.00
Interest: \$0.00
Current Amount Due: \$0.00

2nd INSTALLMENT - Tax Year 2022

Original Billed Amount: \$41,577.38
Due Date: 12/01/2023
Tax: \$0.00
Interest: \$0.00
Current Amount Due: \$0.00

Total Amount Due: \$0.00

Collapse Payment Details ▲

Installment	Date	Transaction Type	Tax	Total
2nd	11/21/2023	Third Party ACH Payment	\$41,577.38	\$41,577.38

About payments:

- Payments are recorded the date they are received. They appear on the website about three business days later.
- The current amount due is as of Friday, December 1, 2023. Questions about payments? [Contact Us](#).
- To find out if taxes for this PIN were sold or are delinquent for Tax Year 2020 and earlier, search the [Cook County Clerk's](#) records.

Download Your Tax Bill

Open a PDF of your tax bill that can be printed and used to pay in person or by mail.

 [Tax Year 2022 Second Installment](#) Due Friday, December 1, 2023

Stop receiving your tax bill by mail.

 [Sign up for eBilling to receive future tax bills via email.](#)

Are There Any Overpayments on Your PIN?

Our records do not indicate a refund available on the PIN you have entered.

Have You Received Your Exemptions in These Tax Years?

	2022	2021	2020	2019	2018
Homeowner Exemption:	NO	-	-	-	-
Senior Citizen Exemption:	NO	-	-	-	-
Senior Freeze Exemption:	NO	-	-	-	-
Returning Veteran Exemption:	NO	-	-	-	-
Disabled Person Exemption:	NO	-	-	-	-
Disabled Veteran Exemption:	NO	-	-	-	-

Note: Fewer than five tax years of data are displayed when the PIN did not exist in all five years.
Contact the Cook County Assessor's Office for more information.

[Apply for a missing exemption](#)

20-Year Property Tax Bill History

Tax Year 2022: \$41,577.38
 Tax Year 2022: \$41,577.38
Difference: + \$0.00
Percent Change: + 0.00%

[See your complete property tax history.](#)

-  [Read "The Pappas Study" 20-Year Property Tax History](#)
-  [See the Top 50 Largest Tax Increases since 2000 by Chicago ward and suburb](#)
-  [Voter Turnout 2011-2020 Chicago and Cook County Suburbs](#)
-  [Cook County Suburbs - Interactive Map](#)
-  [Chicago by Ward - Interactive Map](#)

Taxing District Debt Attributed to Your Property

Total Taxing District Debt Attributed to Your Property: \$64,079

Property Value: \$620,928

Total Debt % Attributed to Your Property Value: 10.3%

To see the 20-Year History of Your Property Taxes, [click here](#).

Note: The above amounts are illustrations of how much government debt could be attributed to your property based on its 2021 value.

Select a taxing district name for detailed financial data.

Your Taxing Districts	Total Debts and Liabilities	District Property Value	Property Value	% of Taxing District Debt	Estimated Total Debts and Liabilities to Property
Northwest Mosquito Abatement Wheeling	\$965,682	\$99,618,481,489	\$620,928	0.0006233%	\$6
Metro Water Reclamation Dist of Chicago	\$4,170,650,000	\$587,864,512,338	\$620,928	0.0001056%	\$4,405
Mt Prospect Park District	\$18,436,902	\$7,070,328,127	\$620,928	0.0087822%	\$1,619
Harper Coll Comm College 512 (Palatine)	\$365,024,944	\$68,611,454,805	\$620,928	0.0009050%	\$3,303
Township HS District 214 (Arlington Hts)	\$161,378,783	\$34,652,436,474	\$620,928	0.0017919%	\$2,892
Mount Prospect Public School District 57	\$22,051,510	\$3,049,383,710	\$620,928	0.0203624%	\$4,490
Village of Mount Prospect	\$300,001,679	\$7,028,148,850	\$620,928	0.0088349%	\$26,505
Town of Elk Grove	\$412,741	\$13,280,540,076	\$620,928	0.0046755%	\$19
Cook County Forest Preserve District	\$548,552,253	\$598,256,753,979	\$620,928	0.0001038%	\$569
County of Cook	\$19,531,125,441	\$598,256,753,979	\$620,928	0.0001038%	\$20,271

Total Taxing District Debt Attributed to Your Property:

\$64,079

To read Treasurer Pappas' Debt Study and use the interactive map, [click here](#).

Highlights of Your Taxing Districts' Debt and Pension

Select a taxing district name for detailed financial data.

Your Taxing Districts	Money Owed by Your Taxing Districts (minus Total Net Pension Liability)	Pension and Healthcare Amounts Promised by Your Taxing Districts	Amount of Pension and Healthcare Shortage	Employees	Retirees	Difference
Northwest Mosquito Abatement Wheeling	\$1,080,667	\$7,960,421	(\$824,317)	21	8	13
Metro Water Reclamation Dist of Chicago	\$3,327,854,000	\$3,020,080,000	\$1,168,985,000	1,972	2,480	-508
Mt Prospect Park District	\$18,433,548	\$33,278,233	\$388,084	59	117	-58
Harper Coll Comm College 512 (Palatine)	\$385,967,009	\$71,570,388	\$71,570,388	897	0	897
Township HS District 214 (Arlington Hts)	\$174,084,349	\$270,533,348	(\$10,941,244)	1,684	1,205	479
Mount Prospect Public School District 57	\$3,205,837	\$30,039,042	\$13,700,095	291	108	183
Village of Mount Prospect	\$168,137,977	\$365,344,346	\$99,691,444	324	456	-132
Town of Elk Grove	\$1,734,924	\$7,055,530	(\$1,322,183)	16	25	-9
Cook County Forest Preserve District	\$233,103,051	\$540,107,634	\$328,420,280	625	536	89
County of Cook	\$8,019,310,814	\$29,739,673,504	\$17,090,063,066	23,538	19,856	3,682

Reports and Data for All Taxing Districts

View the financial reports filed by 547 local Taxing Districts across Cook County pursuant to the Debt Disclosure Ordinance authored by Treasurer Maria Pappas.

- [Read the Executive Summary](#)
- [Read the Debt Report](#)
- [Cook County Debt Map](#)
- [Correlation Chart Between Debt and Higher Taxes](#)
- [Search your property to find out what portion of local government debt is attributed to your property](#)
- [Debt to Property Value by Municipality - Residential and Commercial](#)
- [Debt and Disclosure Data](#)
- [Browse all financial reports filed by a specific local government](#)

BEGIN A NEW SEARCH

DISCLAIMER: The information on this screen comes from many sources, few of which are in the control of the Cook County Treasurer's Office. Taxpayers are advised to take personal responsibility for their PIN, property location, taxpayer address, and payment amounts posted due or paid, to be sure of their accuracy.

710-720 E Northwest Hwy, Mount Prospect, IL 60056

LEASE AGREEMENT

Between

PROSPECT PLAZA LLC

an Illinois limited liability company, as Landlord

and

ANNA ALEXANDER and AVA ALEXANDER

individuals, as Tenant

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made as of the 1st day of November, 2023 ("Effective Date") by and between PROSPECT PLAZA LLC an Illinois limited liability company ("Landlord") and ANNA ALEXANDER and AVA ALEXANDER individuals ("Tenant").

ARTICLE 1

BASIC LEASE PROVISIONS AND EXHIBITS

Section 1 Basic Lease Provisions

The descriptions, capitalized words and amounts set forth below are qualified by their language elsewhere in this Lease, including those Articles and/or Sections referred to in parentheses:

- 1.1 Retail Area (Section 2.2): The first floor (the "Retail Area") of the building (the "Building") is located at 710-720 E. Northwest Hwy, Mount Prospect, IL 60056.
- 1.2 Premises (Section 2.1): A 420 square foot floor space in the Retail Area commonly known as 718 E. Northwest Hwy, Mount Prospect, IL 60056.
- 1.3 Term (Section 3.1): Sixty-Three (63) full Lease Months.
- 1.4 Commencement Date (See also Section 3.1): The earlier of (i) the Possession Date (See 1.6 below); or (ii) the date Tenant opens for business.
- 1.5 Expiration Date (Section 3.1): The last day of the 63rd full Lease Month
- 1.6 Possession Date (Article 6): The date Landlord provides Tenant with keys to access the premises.
- 1.7 Permitted Use (Section 2.3): Japanese massage parlor.

1.8 Base Rent (Section 4.1):

PERIOD	MONTHLY BASE RENT	REAL ESTATE TAXES
11/01/2023 – 01/31/2024	\$0.00	\$0.00
02/01/2024 – 01/31/2025	\$850.00	\$0.00
02/01/2025 – 01/31/2026	\$900.00	\$0.00
02/01/2026 – 01/31/2027	\$925.00	\$0.00
02/01/2027 – 01/31/2028	\$950.00	TBD
02/01/2028 – 01/31/2029	\$975.00	TBD

1.9 Security Deposit (Article 7): \$850.00

1.10 Notices (Section 23.9):

Tenant Notices: ANNA ALEXANDER or AVA ALEXANDER
718 E. Northwest Hwy
Mount Prospect, IL 60056

Landlord Notices: PROSPECT PLAZA LLC
479 E. Business Center Drive, Ste 111
Mount Prospect, IL 60056

1.11 Tenant shall pay the Annual Rent for each year in equal Monthly Installments in advance. The first Monthly Installment shall be paid no later than the Commencement Date of this Lease and each subsequent monthly installment shall be payable in advance on the first day of each calendar month during the initial term and any Renewal Election term of this Lease. See Article 4 for more complete details.

1.12 Guarantors: ANNA ALEXANDER and AVA ALEXANDER

1.13 Brokers (Section 23.6): Leading Edge Realty

1.14 Common Area Maintenance Tenant Charge: None (Gross Lease)

1.15 Real Estate Tenant Taxes: Beginning on February 1, 2027, and continuing into any renewal term, the tenant will be responsible for paying their pro rata share of any tax increases on a monthly basis. The tax base year for this calculation will be 2023. The tenant will be responsible for paying their portion of the increase, which will be calculated based on their share of the total leased space. The specific percentage for this calculation is set at 8%.

1.16 Renewal Election: Pursuant to Paragraph 3.4, Tenant shall have one (1) consecutive option (each a Renewal Election) to renew the term of this Lease for additional consecutive periods of five (5) years each (each a Renewal Election), on the same terms and conditions as those in effect during the original Lease term, except for the annual rent, which will adjust in accordance with the provisions below. A Renewal Election may not be exercised if Tenant is in default under this Lease at the time of the exercise of the Renewal Election. For Renewal election procedure, please see Paragraph 3.4.

RENEWAL TERM	MONTHLY BASE RENT	REAL ESTATE TAXES
02/01/2029 – 01/31/2030	\$1,000.00	TBD

02/01/2030 – 01/31/2031	\$1,025.00	TBD
02/01/2031 – 01/31/2032	\$1,050.00	TBD
02/01/2032 – 01/31/2033	\$1,075.00	TBD
02/01/2033 – 01/31/2034	\$1,100.00	TBD

- 1.17 Rent Payment Address: 479 E. Business Center Drive, Ste 111, Mount Prospect, IL 60056.
- 1.18 The following exhibits are attached hereto and made a part of this Lease:
- Exhibit A: Rules and Regulations
 - Guaranty: Personal Guaranty
- 1.29 Business Authorization and/or Purchase Contingency: (if applicable) Notwithstanding anything in this Lease to the contrary, the lease term shall end and the Lease shall thereupon terminate (a) if Tenant is not granted the required business, health or liquor license(s) by the local municipality, or any other governmental authority having jurisdiction over such permits or licensing allowing Tenant to initially commence business operations, or (b) if the purchase of the existing business by Tenant from the present lessee is not consummated, or (c) if all arrearages owed to Landlord by the present lessee under the existing lease for the premises are not paid to Landlord in full upon the closing of the purchase by Tenant of the existing business. Further, this Lease is contingent upon Landlord procuring a signed Termination of Lease Agreement from the present lessee of the premises terminating the existing lease. In the event of termination due to this paragraph, Tenant agrees to forfeit entire security deposit listed in Paragraph 1.9 to Landlord.

ARTICLE 2 PREMISES; USE; RETAIL AREA; COMMON AREA

Section 2.1 Premises

Landlord leases to Tenant, and Tenant rents from Landlord, the space in the Retail Area designated at Section 1.2 hereof and with common address 718 E. Northwest Hwy, Mount Prospect, IL 60056 (herein called the "Premises").

The Premises approximate square feet is measured to the center line of walls between tenant space, to the exterior faces of all other walls, including to the exterior face of walls at base building stairs, elevators and shafts, to the outside finished surface of permanent outside exterior walls without deduction for structural columns and, with respect to the storefront, the lease line in the event Tenant does not elect to bring its storefront to the lease line.

The Premises are being leased in its as is condition. Acceptance of possession by Tenant will constitute Tenants absolute acceptance of the leased premises in as is condition. Additionally, any Equipment owned by the Landlord and located in the leased premises shall be available for Tenants use at no additional charge. Said equipment (if any) and the maintenance obligations thereof shall be itemized as an Equipment Rider to this lease

Section 2.2 Retail Area

The Retail Area, Building and the Common Area shall otherwise at all times be subject to the exclusive control and management of Landlord, subject to the terms of this Lease. So long as the Lease remains in full force and effect, Tenant and its business invitees and customers shall have the nonexclusive right, in common with Landlord and all others to whom Landlord has granted or may hereafter grant rights, to use the Common Area subject to such reasonable regulations as Landlord may from time to time impose and the rights of Landlord set forth herein.

Any Site Plan provided is intended for informational purposes only, and shall not be deemed to be a warranty, representation or agreement by Landlord that the Retail Area, Building and/or stores located thereon will be exactly as indicated on said Site Plan, or that the other tenants which may be referenced on said Site Plan will be occupants of the Retail Area or Building.

Section 2.3 Use

Tenant is permitted to use the Premises for the purposes specified in Section 1.7, and for no other purpose whatsoever and for no use that is in violation of the uses listed in this Section 2.3 below. The specific use specified in Section 1.7 is a material consideration to Landlord in order that there be maintained within the Retail Area an appropriate tenant mix. Tenant shall obtain, at its own expense, all necessary governmental licenses and permits for its use. Under no circumstances shall Tenant use the Premises for the Japanese massage parlor unless approved in writing by Landlord.

Section 2.4 Common Area

A. "Common Area" shall mean all areas of the Retail Area and Building, if any, which are now or hereafter made available by Landlord, from time to time, for the common and joint use and benefit of Landlord, Tenant and other tenants of the Building, including but not limited to: walkways; exterior sidewalks; exterior landscaped areas; service corridors, if any; electrical rooms; plumbing rooms; mechanical rooms; refuse and dumpster areas; service areas; building enclosures; the roof; exterior walls; lighting facilities; sewer lines; water mains; mechanical equipment; pipes, ducts, conduit wires; and such other areas of the Building that are intended for the common and joint use and benefit of the Landlord, Tenant and other tenants and occupants of the Building.

B. The Retail Area, Residential Area, Building and the Common Area shall at all times be subject to the exclusive control and management of Landlord. So long as the Lease remains in full force and effect, Tenant and its business invitees, employees and customers shall have the nonexclusive right, in common with Landlord and all others to whom Landlord has granted or may hereafter grant rights, to use the Common Area subject to such reasonable regulations as Landlord may from time to time impose and the rights of Landlord set forth herein. The initial rules and regulations are set forth on Exhibit A: Rules and Regulations attached hereto and made a part hereof. Tenant agrees to cause its concessionaires, officers, employees, agents and customers to abide by such rules and regulations.

C. Landlord has the right, in its management, control and operation of the building to do the following if Landlord in its sole discretion determines that it is necessary a) changing the street address of the building b) obstructing or closing off all or any part of the common areas or building for purposes of maintenance, repair, or construction of the property. c) making improvements or alterations, additions, or subtractions to the building or common areas d) altering the pylon sign arrangement.

Landlord's rights under this Section may be performed so long as (a) access to, and the visibility of, the Premises is not unreasonably denied or obstructed and (b) the business operated in the Premises by Tenant is not materially and adversely interrupted.

ARTICLE 3 LEASE TERM

Section 3.1 Term

The Term of this Lease shall be as set forth in Section 1.3, commencing on the Commencement Date specified in said Section 1.4 and ending on the Expiration Date specified in said Section 1.5, unless sooner terminated pursuant to any provision of this Lease.

Section 3.2 Lease Year Defined

The term "Lease Year" means a period of twelve (12) consecutive calendar months. The first Lease Year shall begin on the Commencement Date if the Commencement Date shall occur on the first day of the

calendar month; and if not, the first Lease Year shall commence on the first day of the calendar month next following the Commencement Date and the First Lease Year shall include the days subsequent to the Commencement Date through the balance of that calendar month. Each succeeding Lease Year shall commence upon the anniversary date of the first Lease Year.

Section 3.3 Binding Effect

Notwithstanding the Commencement Date of the Term of this Lease, the parties shall be bound by all the terms, covenants, conditions and provisions contained herein from and after the Effective Date.

Section 3.4 Renewal Election

For a Tenant renewal election to be effective, the written Notice for the exercise of the option period must be mailed by Tenant to Landlord by certified, return receipt requested, or email at george@emersonstcap.com no later than ONE HUNDRED EIGHTY (180) days prior to the termination of the current Lease Term, or the would-be termination date of the current Lease Term had the Tenant failed to exercise such option. Failure to provide timely notice of the exercise of an option shall result in the Tenant's waiver of such right to extend the Lease Term. Furthermore, said option may not be exercised while the Tenant is in default of any term under this Lease. Time is of the essence for purposes of this paragraph.

ARTICLE 4 BASE RENT

Section 4.1 Payment/ACH Payments

All Base Rent shall be payable in advance, without prior demand or any right of offset or deduction, in monthly installments on the first day of each calendar month of the Term hereof. Tenant shall pay all Base Rent to Landlord in lawful money of the United States of America at the address stated in Section 1.18 or to such other persons or at such other places as Landlord may designate in writing.

Landlord shall have the right to require that Tenant pay Base Rent, and all other amounts due under this Lease, to Landlord via Automated Clearing House payments ("ACH Payments"), certified check, or money order (Landlord's choice). Tenant and Landlord agree to cooperate with each other to complete all necessary forms and to provide any information needed to facilitate Tenant's ACH Payments within thirty (30) days of Landlord's written request therefore. Landlord agrees that any late payment of Base Rent or any other amounts payable under this Lease due to the transitioning to ACH Payments shall not be considered a default or breach of this Lease.

Section 4.2 Past Due Base Rent and Late Charge

Any Base Rent or Additional Rent to be paid by Tenant which is not paid on or before the expiration of the notice and cure period provided for in Section 10.1 hereof shall bear interest from the date due until the date paid at the Default Rate. In addition, if Tenant shall fail to pay any Base Rent or Additional Rent on or before the expiration of the notice and cure period provided for in Section 10.1 hereof, Tenant shall be obligated to pay a late payment charge equal to five (5%) percent of the amount due to reimburse Landlord for its additional administrative costs.

Any payment by Tenant or acceptance by Landlord of a lesser amount than shall be due from Tenant to Landlord shall be treated as a payment on account. The acceptance by Landlord of a payment for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such payment, that such lesser amount is payment in full shall be given no effect, and Landlord may accept such payment without prejudice to any other rights or remedies which Landlord may have against Tenant.

The five (5%) percent of the amount due additional administrative fee set forth above is intended as reasonable estimate of Landlord's administrative costs and damages because of Tenant's failure to pay Base Rent or Additional Rent on a timely basis. The parties agree that this administrative fee is reasonable.

bears significant relation to the actual administrative costs that Landlord might sustain, which administrative costs Tenant and Landlord agree would be uncertain and difficult to prove, and is not a penalty for Tenant's failure to pay Base Rent and Additional Rent. The acceptance by Landlord of said administrative fee shall not preclude Landlord from seeking and pursuing any other remedy under this Lease.

Section 4.3 Base Rent

Payment of Base Rent shall begin on the Commencement Date. If the Commencement Date occurs on a day other than the first day of a calendar month, then Base Rent shall be prorated for the balance of that month based upon the actual number of days from the Commencement Date through the last day of said calendar month. The amount of each monthly installment of Base Rent for the Premises for the Term of this Lease shall be as specified in Section 1.8.

Section 4.4 Additional Rent

Tenant and Landlord agree that all other sums excepting Base Rent which may become due under this Lease shall be deemed "Additional Rent". Additional Rent shall include, and shall not be limited to: late charges, interest and any other sum coming due to Landlord or advanced by Landlord in performance of its obligations herein.

ARTICLE 5 UTILITIES

Beginning on the Possession Date, Tenant shall make application for, obtain, pay for and be solely responsible for all utilities required, used or consumed in the Premises, including, but not limited to, gas, water, (including water for domestic uses and for fire protection), telephone, electricity, garbage collection service, sewer service and any similar service. In the event that any charge for any utility supplied to the Premises is not paid by Tenant to the supplier when due, then Landlord may, but shall not be required to, pay such charge for and on behalf of Tenant, with any such amount paid by Landlord being repaid by Tenant to Landlord as Additional Rent promptly upon demand. Additionally, if Landlord shall elect to supply any utilities to the Premises, then Tenant shall pay to Landlord the cost of its utility consumption and the cost of supplying separate metering devices if necessary. Landlord agrees that the cost to Tenant of any utilities supplied by Landlord shall not exceed the amount Tenant would have paid if it independently obtained such service from the local utility supplier to the extent that a relationship exists.

Landlord and Tenant hereby agree that Landlord shall not be liable for any interruptions or curtailment in utility services due to causes beyond its control or due to Landlord's alteration, repair or improvement of the Premises, the Retail Area or the Building.

ARTICLE 6 ACCEPTANCE OF POSSESSION

Section 6.1 Tenant's Work

All work not provided herein to be done by Landlord, if any, shall be performed by Tenant, at Tenant's expense, and deemed to be "Tenant's Work". Tenant's Work shall be performed diligently and promptly, at Tenant's expense, in accordance with the requirements within this Lease and of good workman-like manner and clear of any lien.

Section 6.2 Tenant's Obligations Before Commencement Date

Tenant shall prepare plans and specifications of Tenant's Work, if any, and submit same to Landlord for the Landlord's review and approval. As soon as reasonably possible thereafter, Landlord shall notify Tenant of any failure of Tenant's plans to meet with Landlord's approval, which approval shall not be unreasonably withheld or delayed. Tenant shall then cause Tenant's plans to be revised and resubmitted to

the Landlord for Landlord's approval, which approval shall not be unreasonably withheld or delayed. When Landlord or its designated agent has approved the original or revised Tenant's plans, said plans, as approved by the Landlord, are herein called the "Tenant's Plans". Tenant shall not commence any of Tenant's Work until Landlord has approved the Tenant's Plans. Failure by Tenant to timely submit plans shall not delay the occurrence of the Commencement Date.

Notwithstanding anything in this Section 6.2 to the contrary, Tenant may install trade fixtures and paint the Premises at their choosing but shall timely prepare and submit a request for installation and/or painting work to Landlord for written approval. Landlord's consent not unreasonably withheld. Tenant shall not be allowed to install flooring or other flooring treatment without written Landlord approval, which decision shall be at Landlord's sole discretion and authority.

Section 6.3 Tenant's Construction

Tenant shall complete Tenant's Work in substantial accordance with the Tenant's Plans. In no event shall Tenant's failure to fulfill its obligations under Section 6.2 affect the Commencement Date or any obligation of Tenant hereunder, and no such failure shall be construed in any way to extend the Lease Term.

All construction work to be performed by Tenant hereunder, if any, shall be performed in a good and workmanlike manner in full compliance with all applicable laws, codes and building requirements of the local authorities. Tenant agrees to procure and pay for all necessary permits, licenses and consents required in connection with such construction and that such construction work shall not interfere with the conduct of Landlord's or any other tenant's business in the Retail Area.

ARTICLE 7 SECURITY DEPOSIT

Tenant will concurrent with the execution of this Lease deposit with Landlord (BY CASHIERS CHECK OR MONEY ORDER) the sum of eight hundred and fifty 0/100 Dollars (\$850.00), which sum shall be held by Landlord as security for the full and prompt performance of each and every obligation, covenant and agreement of Tenant in this Lease, including Tenant's obligations upon termination of this Lease or termination of Tenant's right to possession. The deposit (which shall not bear interest to Tenant), may, but need not, be applied by Landlord in order to cure any default in any of the terms, provisions, or conditions of this Lease. The deposit shall be returned to Tenant by Landlord, after deducting therefrom any sums owed to Landlord pursuant to provisions of this Lease, upon Tenant successfully performing each and every obligation, covenant and agreement required by Tenant to be performed hereunder. Should the Retail Area, Premises or Building be conveyed, or Landlord's interest be assigned, the security deposit (or any portion thereof not previously applied) may be turned over or credited to Landlord's grantee or assignee as applicable, and if the same be turned over or credited as aforesaid, Tenant hereby releases Landlord from any and all liability with respect to the security deposit or its application or return and Tenant agrees to look solely to such grantee or assignee for such application or return. Except as provided by law, neither Landlord nor its respective successors shall be obligated to hold the security deposit in a separate account but may commingle the same with other funds.

ARTICLE 8 ASSIGNMENT OR SUBLETTING

Tenant acknowledges that Tenant's agreement to operate its business in the Premises for the use permitted in Section 2.3 herein for the Term hereof, was a primary inducement and precondition to Landlord's agreement to lease the Premises to Tenant. Accordingly, Tenant shall not transfer, assign, sublet, enter into license, franchise or concession agreements, change ownership, mortgage, pledge, encumber,

hypothecate or otherwise transfer this Lease or the Tenant's interest in and to the Premises in whole or in part, or otherwise permit occupancy of all or any part thereof by anyone with, under or through it (the foregoing herein referred to as individually as a "Transfer" and collectively as "Transfers") or under it without first procuring the written consent of Landlord, which consent shall not be unreasonably withheld or delayed. Any attempt to Transfer without the Landlord's written consent shall be void and confer no rights upon any third person. The prohibitions of this Article 8 shall be construed to refer to any acts or events referred to whether they occur by operation of law, legal process, receivership, bankruptcy or otherwise.

ARTICLE 9 CONDUCT OF BUSINESS

Section 9.1 Tenant's Obligations

Tenant represents, covenants and agrees to and with Landlord, that throughout the term hereof it shall: (i) keep the Premises, including the fixtures, displays, show windows, floors, signs clean, neat, sanitary and safe and in good order, repair and condition (including all necessary replacements, painting and decorating), and shall keep all glass in doors, windows and elsewhere clean and in good condition and shall replace promptly all glass which may become damaged or broken with glass of the same quality, ordinary wear and tear and damage by fire or other casualty excepted; (ii) pay, before delinquent, any and all taxes, assessments and public charges imposed upon Tenant's business or fixtures, and pay when due all fees of similar nature, (iii) keep the Premises sufficiently heated to prevent freezing of water in pipes and fixtures in and about the Premises and at such levels as may be required by any federal, state or local laws, ordinances, or regulations; (iv) install and maintain such fire protection devices as may be required by any governmental body or insurance underwriter for the Retail Area; and (v) keep the Premises free from insects and vermin and contract for regularly scheduled extermination service.

ARTICLE 10 DEFAULT BY TENANT/LANDLORD

Section 10.1 Tenant Default/Right to Reenter and Remedies

In the event of (a) any failure of Tenant to pay any Base Rent, Additional Rent or any other amount due hereunder for more than five (5) days after written notice of such default shall have been given to Tenant, or (b) any failure to perform any other of the terms, conditions or covenants of this Lease to be observed or performed by Tenant for more than twenty (20) days after written notice of such default shall have been given to Tenant or such additional time as is reasonably required to correct such default provided Tenant has commenced to cure same within said twenty (20) day period and is diligently pursuing same to completion, but no longer than sixty (60) days, or (c) if Tenant or an agent of Tenant shall intentionally falsify any report required to be furnished to Landlord pursuant to the terms of this Lease, or (d) if Tenant or any guarantor of this Lease shall become insolvent, or file any debtor proceedings or take or have taken against Tenant or any guarantor of this Lease in any court pursuant to any statute of any state a petition for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's or any such guarantor's property, or (e) if Tenant or any such guarantor makes an assignment for the benefit of creditors, or petitions for or enters into an agreement, or (f) if Tenant shall abandon the Premises, or suffer this Lease to be taken under any writ of execution, or (g) if Tenant breaches or violates the provisions of Article 24 hereof then Landlord, in addition to other rights or remedies it may have, shall have the immediate right to terminate Tenant's right to possession of the Premises and to reenter and remove all persons and property from the Premises. Such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, Tenant, all without service of notice (except as provided herein) and resort to legal process and without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby.

Section 10.2 Tenant Default/Right to Relet

Should Tenant be in default as provided in Section 10.1 above and Landlord elects to reenter, as herein provided, or should Landlord take possession pursuant to legal proceedings or pursuant to any notice provided for by law, or should Tenant fail to cure a default (after expiration of the applicable notice period) Landlord may either terminate this Lease or may, from time to time without terminating this Lease, make such alterations and repairs as may be necessary in order to relet the Premises, and relet the Premises or any part thereof for such term or terms (which may be for a term extending beyond the Lease Term) and at such rental or rentals and upon such other terms and conditions as Landlord, in its sole discretion may deem advisable. Upon each such reletting, all rentals received by Landlord therefrom shall be applied: first, to any indebtedness other than Base Rent due hereunder from Tenant to Landlord; second, to pay any costs and expenses of reletting, including Additional Rent, concessions, or abatements, brokers' fees and attorneys' fees, and of costs of such alterations and repairs; third, to the payment of Base Rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future Base Rent as the same may become due and payable hereunder. If such rentals received from such reletting during any month shall be less than that to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. No such reentry or taking possession of the Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction. Landlord should be entitled to recover from Tenant any Base Rent which would otherwise have been payable under the terms of this Lease but for concessions or abatements previously granted by Landlord to Tenant. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach. Should Landlord at any time terminate this Lease for any breach, in addition to any other remedies it may have, it may recover from Tenant all damages it may incur by reason of such breach, including the cost of recovering the Premises, reasonable attorneys' fees, and including the worth at the time of such termination of the excess, if any, of the amount of Base Rent reserved in this Lease for the remainder of the Lease Term over the then reasonable rental value of the Premises for the remainder of the Lease Term, all of which amounts shall be immediately due and payable from Tenant to Landlord.

In the event of a breach by Tenant of any of the covenants or provisions hereof, Landlord shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings and other remedies were not provided for herein.

Mention in this Lease of any particular remedy shall not preclude Landlord from any other remedy at law, in equity or by statute. Tenant hereby acknowledges that Landlord shall have the right to exercise any remedy available to it under this Lease, at law, in equity or by statute and unless clearly stated to the contrary in this Lease, no right or remedy conferred upon or reserved to the Landlord under this Lease is intended to be exclusive of any other right or remedy given herein or now or hereinafter existing at law, in equity or by statute. Landlord shall mitigate its damages as required to do so under Illinois law.

Section 10.3 Legal Expenses

If suit shall be brought for recovery of possession of the Premises, for the recovery of Base Rent, Additional Rent or any other amount due under the provisions of this Lease, or because of the prosecution or defense (by Landlord) of a possession and/or breach of lease action (but no other claims, tort or otherwise) and a breach shall be established, Landlord shall be allowed to be obtain all expenses incurred therefor, including reasonable attorneys' fees.

Section 10.4 Landlord Default

Landlord shall not be in default in the performance of any of its obligations under his Lease unless and until Landlord shall have failed to perform such obligation within thirty (30) days after written notice by Tenant to Landlord stating with specificity the nature of Landlord's failure to perform such obligation, or such additional time as is reasonably required to correct such default, provided Landlord has commenced to cure same within said thirty (30) day period and is diligently pursuing same to completion. In the event

of a Landlord default. Tenant shall be entitled to exercise all rights and remedies available to it under this Lease, at law or in equity.

ARTICLE 11 INSURANCE

Section 11.1 By Tenant

Tenant agrees to carry Commercial General Liability insurance on the Premises during the Term hereof, covering the Tenant and naming the Landlord, Landlord's mortgagee, Landlord's agents and beneficiaries and such other parties as requested by Landlord as additional insureds with terms and companies satisfactory to Landlord for limits of not less than One Million Dollars and 00/100 Dollars (\$1,000,000.00) for bodily injury, including death, and personal injury for any one occurrence, One Million and 00/100 Dollars (\$1,000,000.00) property damage insurance or combined single limit of Two Million and 00/100 Dollars (\$2,000,000).

Tenant also agrees to carry insurance against fire, sprinkler damage and such other risks as are from time to time included in a Special Causes of Loss Insurance, for the full insurable value covering Tenant's Work, all of Tenant's betterments, Tenant's merchandise, trade fixtures, furnishings, wall coverings, plate glass, floor coverings, carpeting, drapes, equipment and all items of personal property of Tenant located on or within the Premises. Tenant shall also carry business interruption insurance, business income and extra expense insurance coverage insuring against flood and all other forms of water damage. Tenant's business interruption coverage shall include coverage for off Premises public utility interruption and said business interruption insurance shall have limits sufficient to pay Base Rent and Additional Rent for a period of not less than twelve (12) months. At the Commencement Date, Tenant shall provide Landlord with copies of the policies or certificates evidencing that such insurance is in full force and effect and stating the terms thereof.

Section 11.2 Tenant's Waiver of Claims

Landlord, its agents and employees, shall not be liable for, and Tenant hereby releases the Landlord from any liability whatsoever, and hereby waives all claims for losses and damages, including, but not limited to, actual and consequential loss and damage to the Retail Area or the Building (including betterments and including the loss of use thereof) sustained by Tenant resulting from any accident or occurrence (including the negligence of Landlord) in or upon any part of the Premises or the Common Area, including any right of subrogation which might otherwise exist in or accrue to any person on account thereof.

Section 11.3 Increase in Fire Insurance Premium

Tenant agrees that it will not keep, use, sell or offer for sale in or upon the Premises any article which may be prohibited by the standard form of fire insurance policy. Tenant agrees to pay any increase in premiums for fire and extended coverage or other insurance that may be charged during the Lease Term on the amount of such insurance which may be carried by Landlord on the Premises or the Retail Area resulting from the type of merchandise sold by Tenant in the Premises, whether or not Landlord has consented to the same. In determining whether increased premiums are the result of Tenant's use of the Premises, a schedule, issued by the organization making the insurance rate on the Premises showing the various components of such rate, shall be conclusive evidence of the several items and charges which make up the fire insurance rate on the Premises.

In the event Tenant's occupancy causes any increase of premium for the commercial general liability, casualty and other peril insurance rates on the Premises, the Building or Retail Area or any part thereof above the rate for the least hazardous type of occupancy legally permitted in the Premises, Tenant shall pay the additional premium on such insurance policies by reason thereof. Bills for such additional premiums shall be rendered by Landlord to Tenant at such times as Landlord may elect, and shall be due from Tenant when rendered, and the amount thereof shall be deemed to be, and be paid as, Additional Rent.

Section 11.4 Mutual Indemnification

A. Except to the extent caused by Landlord's negligence, Tenant shall indemnify and forever save harmless Landlord, its agents and employees from and against any and all third party personal injury and third party personal property liabilities, liens, claims, demands, damages, expenses, attorneys' fees, costs, suits, proceedings, actions and causes of action of any and every kind and nature arising or growing out of, or in any way connected with, Tenant's use, occupancy, management or control of the Premises or Tenant's conduct or activities in the Retail Area, the Building or Common Area or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its invitees, agents, contractors, employees or servants.

B. Except to the extent caused by Tenant's negligence, Landlord shall indemnify and forever save harmless Tenant, its agents and employees from and against any and all third party personal injury and third party personal property liabilities, liens, claims, demands, damages, expenses, attorneys' fees, costs, suits, proceedings, actions and causes of action of any and every kind and nature arising or growing out of, or in any way connected with, Landlord's management and control of the Retail Area, or the Building or Common Area or any part thereof, or Landlord's conduct or activities in the Premises or occasioned wholly or in part by any act or omission of Landlord, its invitees, agents, contractors, employees or servants.

ARTICLE 12 NO PERSONAL LIABILITY OF LANDLORD

"Landlord", as used in this Lease insofar as covenants or obligations on the part of Landlord are concerned, shall be limited to mean and include only the owner or owners at the time in question of the Premises. In the event of any transfer of title, the Landlord named herein shall automatically be freed and relieved from and after the date of such transfer of conveyance of all liability as respects the performance of any covenants or obligations on the part of Landlord contained in this Lease thereafter to be performed, provided that any funds in the hands of such Landlord at the time of such transfer shall be turned over to the grantee.

ARTICLE 13 ACCESS TO PREMISES

Landlord, its agents, representatives and designees shall have the right to enter the Premises at any reasonable time upon reasonable prior notice (except in case of apparent emergency, when entry shall be permitted at any time and without notice) to examine and inspect the same, and/or to perform such maintenance, repairs, additions or alterations as Landlord may deem necessary or proper for the safety, improvement or preservation of the Retail Area and/or the Building; provided that during such access, Landlord agrees to use reasonable efforts not to unreasonably interfere with the Tenant's operation of its business. Landlord shall also have the right to enter the Premises upon reasonable prior notice during Tenant's regular business hours, to exhibit same to prospective purchasers, mortgagees, lessees and tenants.

Additionally, Landlord, its agents, representatives and designees shall have the right to enter the Premises from time to time, at any reasonable time and upon reasonable prior notice to install, maintain, modify, relocate and/or remove black iron, HVAC condensing lines, water lines, electrical lines or any other utilities or pipes (collectively "Pipes") above the dropped ceiling (if any) of the Premises and below the second level floor for the purpose of installing, modifying, maintaining, repairing and replacing Pipes (i) through the Premises for the benefit of any other part of the Building, and (ii) through the Premises and into the shaft located in the utility room of the Premises that runs to the roof of the Building.

ARTICLE 14 TENANT ALTERATIONS

Tenant shall not make any structural or mechanical alterations in any portion of the Premises, nor make any alterations to the exterior of the Premises without first obtaining the written consent of Landlord, which consent may be withheld in Landlord's sole discretion.

ARTICLE 15 REPAIRS AND MAINTENANCE

Section 15.1 Landlord's Obligations

Landlord shall keep or cause to be kept the foundations, floor slab, footings, flashings, structural portions of the walls and similar items of the Premises in good order, repair and condition except for damage thereto due to the act or omissions of Tenant, its employees, agents, contractors or invitees. Landlord shall also keep in good order, condition and repair all systemic lighting, electrical, plumbing and other utility equipment and appurtenances up to the point of connection to each leased and occupied space in the Retail Area (but excluding heating, ventilating and air conditioning fixtures and systems serving the Premises exclusively, whether or not located in the Premises, which are Tenant's responsibility to maintain, repair and replace under Section 15.2). This Section shall not apply in case of damage or destruction by fire or other casualty or condemnation or eminent domain, in which event the obligations of Landlord shall be controlled by Articles 17 and 18. Except as provided in this Section 15.1, Landlord shall not be obligated to make repairs, replacements or improvements of any kind upon the Premises, or to any equipment, merchandise, stock in trade, facilities or fixtures therein, all of which shall be Tenant's responsibility, but Tenant shall give Landlord prompt written notice of any accident, casualty, damage or other similar occurrence in or to the Premises, the Building or the Common Area of which Tenant has knowledge.

Section 15.2 Tenant's Obligations

Tenant shall at all times maintain, repair and replace the Premises (including all entrances and vestibules) and all partitions, windows and window frames and moldings, plate glass, signs, glass, doors, door openers, fixtures, equipment and appurtenances thereof (including lighting, electrical, plumbing, heating, ventilating and air conditioning fixtures and systems ("HVAC")) and other mechanical equipment and appurtenances serving the Premises exclusively, whether or not located in the Premises) and all parts of the Premises not required herein to be maintained by Landlord in good order and condition, clean, orderly, sanitary and safe, damage by unavoidable casualty excepted, including, but not limited to, doing such things, at Tenant's sole cost and expense, as are necessary to cause the Premises to comply with applicable laws, ordinances, rules, regulations, directions, requirements and orders of governmental and public bodies and agencies which are now in force or which may hereafter be in force, which shall impose any duty upon Landlord or Tenant with respect to the use, occupation or alteration of the Premises or the Retail Area, such as, but not limited to, the Williams-Steiger Occupational Safety and Health Act and the Americans with Disabilities Act.

If replacement of equipment, fixtures, units, systems and appurtenances thereto are necessary, Tenant shall replace the same with equipment, fixtures, units, systems and appurtenances of the same quality, and shall repair all damages done in or by such replacement. Tenant must obtain Landlord's prior written consent before accessing or entering upon the roof.

If Tenant refuses or neglects to make repairs and/or to maintain the Premises or any part thereof in a manner reasonably satisfactory to Landlord, Landlord shall have the right, but not the obligation, upon giving Tenant reasonable written notice of its election to do so, to make such repairs or perform such maintenance on behalf of and for the account of Tenant. Such work shall be paid for by Tenant, as Additional Rent, promptly upon receipt of a bill therefor with a fifteen percent (15%) administration charge added to the total.

Tenant shall, as part of its maintenance and repair obligations hereunder, enter into a service contract with a local, approved contractor for service, maintenance and repair of the HVAC equipment within and servicing the Premises, which shall provide for servicing by such contractor no less often than

quarterly. Such Maintenance Contract for the HVAC shall include but not be limited to those requirements appearing within this lease.

If any HVAC equipment is beyond repair and requires replacement, as determined by Landlord's chosen contractor, the Landlord shall be responsible for and pay for said replacement(s) at Landlord's sole expense. Any other repairs to HVAC equipment shall be Tenant's sole responsibility and Tenant's sole expense. Any repairs or replacement of the roof shall be the Landlord's responsibility. Landlord shall not have any further obligation for any portion of the property, interior or exterior, during the entire term of this Lease or any option period. Tenant shall have sole responsibility for all other maintenance, repairs and replacements of the property and any appurtenances thereto, including, but not necessarily limited to any plumbing issues (ie. clogged toilet, leaking faucet) inside Tenant unit.

If Landlord is required to make repairs or replacements to the roof of the building, HVAC system, and/or any other portion of the property (whether Tenant leased portion or outside portion) by reason of Tenant's negligent acts or omissions to act or if Tenant refuses or neglects to repair property as required hereunder and to the reasonable satisfaction of Landlord as soon as reasonably possible after written demand, Landlord may, but is under no obligation to, make such repairs without liability to Tenant for any loss or damage that may accrue to Tenant's merchandise, fixtures, or other property or to Tenant's business by reason thereof. Upon completion thereof, Tenant shall pay Landlord's costs for making such repairs, plus TWENTY (20%) PERCENT of such costs for overhead, upon presentation of a bill therefor as additional rent.

ARTICLE 16 LIENS

Tenant will not create, permit to be created or to remain, and will discharge, any lien (including, but not limited to, the liens of mechanics, laborers or materialmen for work or materials alleged to be done or furnished in connection with the Premises), encumbrance or other charge upon the Premises or any part thereof and upon Tenant's leasehold interest therein and performed by or through Tenant, its assignees and subtenants.

If any lien is placed upon the Premises, or the Building or the Retail Area as a result of any work done, or materials furnished to, on behalf of Tenant, its assignees and subtenants, or as a result of any goods or services sold or rendered to Tenant, then Tenant shall, within ten (10) days of the imposition of the lien, cause said lien to be released of record at Tenant's sole expense.

Tenant shall indemnify and forever save harmless Landlord, its agents and employees from and against any and all liabilities, liens, claims, demands, damages, expenses, attorneys' fees, costs, suits, proceedings, actions and causes of action of any and every kind and nature arising or growing out of, or in any way connected with, any work done, or materials furnished to, on behalf of Tenant, its successors, assigns and subtenants, or as a result of any goods or services sold or rendered to Tenant, its successors, assigns and subtenants, in the Premises, or the Building or the Retail Area. In case Landlord shall be made a party to any litigation commenced against Tenant, its successors, assigns and subtenants, regarding same, then Tenant shall protect and forever hold Landlord, its agents and employees harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by Landlord in connection with such litigation.

Further, and in the event that Landlord is selling (or refinancing) all or any part of the Retail Area that includes the Premises, and Tenant's Work has not been completed, and paid for, then Tenant shall deliver to Landlord, upon request, an indemnification (in the form and content then in use by the Landlord's title insurance company) indemnifying said title company for mechanic lien claims that might attach to the Retail Area as a result of Tenant's Work.

ARTICLE 17 DESTRUCTION OF PREMISES

Section 17.1 Fire, Explosion or Other Casualty

In the event the Premises are damaged by fire, explosion or any other casualty to an extent which is less than fifty percent (50%) of the cost of replacement of the Premises, the damage, except as is otherwise provided in this Article 17, shall promptly be repaired by Landlord at Landlord's expense, provided that Landlord shall not be obligated to expend for such repair an amount in excess of the insurance proceeds recovered as a result of such damage and that in no event shall Landlord be required to repair or replace Tenant's Work or betterments, Tenant's stock in trade, fixtures, furniture, furnishings, floor coverings, equipment or plate glass. In the event of any such damage and (a) Landlord is not required to repair as hereinabove provided; (b) the Premises shall be damaged to the extent of fifty percent (50%) or more of the cost of replacement; or (c) the Retail Area, the Building or the Common Area are damaged to the extent of twenty-five percent (25%) or more of the cost of replacement, Landlord may elect either to repair or rebuild the Premises, the Building or the Retail Area, or to terminate this Lease upon giving notice of such election in writing to Tenant within ninety (90) days after the occurrence of the event causing the damage; provided Landlord shall have no right to terminate this Lease in such event unless Landlord terminates the leases of all other tenants in the Retail Area who are similarly affected. If the casualty, repairing or rebuilding shall render the Premises untenantable, in whole or in part, a pro rata share abatement of Base Rent and Additional Rent shall be allowed from the date when the damage occurred until the date Landlord completes its work, said proportion to be computed on the basis of the relation which the gross square foot area of the space rendered untenantable bears to the square footage of the Premises as set forth in Section 1.2 hereof.

In the event that Landlord is required, or elects to rebuild as provided for above, and fails to complete same within 365 days of the occurrence of the event causing the damage, then Tenant shall have the right to terminate this Lease upon giving the Landlord at least thirty (30) days written notice of such election, which notice must be given to Landlord no earlier than 365 days after the occurrence of the event causing the damage and no later than 455 days after the occurrence of the event causing the damage. If Landlord fails to substantially complete such rebuilding before the expiration of said thirty (30) days, then this Lease shall terminate as of the thirtieth (30th) day and neither party shall have any obligation to the other hereunder.

Section 17.2 Repair of Landlord's and Tenant's Work

The provisions of this 17 with respect to repair by Landlord shall be limited to such repair as is necessary to place the Premises in the condition that existed on the Possession Date, and when placed in such condition, the Premises shall be deemed restored and rendered tenantable. Within ninety (90) days thereafter, Tenant, at Tenant's expense, shall complete Tenant's Work, replace its stock in trade, fixtures, furniture, furnishings, floor coverings, equipment and plate glass, and, if Tenant has closed, Tenant shall reopen for business within such ninety (90) day period.

Section 17.3 Determination of Damage

If all or any part of the Premises, the Retail Area, the Building or Common Area is destroyed or damaged as set forth in Section 17.1, an architect designated by Landlord shall determine the extent of the destruction or damage and provide Landlord with a certificate attesting to the condition of the Premises, the Building, Common Area or the Retail Area, as the case may be.

ARTICLE 18 CONDEMNATION

If the Premises shall be taken by right of eminent domain, in whole or in part, for public purposes or should be sold by Landlord under the threat of the exercise of such power, then this Lease, at the option of Landlord, shall terminate and all Base Rent and Additional Rent shall be properly apportioned to the date

of such taking, and the Landlord shall receive the entire award for the lands and improvements so taken, or the entire amount of any payment made under the threat of the exercise of power of eminent domain, and Tenant shall have no claim for the value of any portion of its leasehold estate so terminated except any claim to which Tenant is solely entitled not affecting Landlord's claim. If Landlord does not terminate this Lease as provided above and if less than a substantial part of the Premises shall be taken, this Lease shall not terminate but Landlord, at its sole expense, shall promptly restore and reconstruct the Premises, provided such restoration and reconstruction shall make the same reasonably suitable for the uses for which the Premises are leased, but in no event shall Landlord be required to expend any amount greater than the amount received by Landlord as compensation for the portion of the Premises taken by the condemner. Tenant's rental obligations during the unexpired portion of this Lease shall be adjusted pro rata to reflect the gross leased and occupied area remaining in the Premises, as of the date on which the condemning authority takes title or possession. Notwithstanding anything contained herein to the contrary, if, in Landlord's determination, any significant portion of the Retail Area or the Building shall be taken by the exercise, or under the threat of the exercise of, the power of eminent domain, Landlord may, by notice in writing to Tenant delivered on or before the day of surrendering possession to the public authority, terminate this Lease, and Base Rent shall be paid or refunded as of the date of termination.

ARTICLE 19 FORCE MAJEURE

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, inability to procure materials, loss of utility services, restrictive governmental laws or regulations, riots, insurrection, war, acts of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease then performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Article shall not operate to excuse Tenant from the prompt payment of Base Rent, Additional Rent or any other charges under this Lease.

ARTICLE 20 SUCCESSION TO LANDLORD'S INTEREST

Section 20.1 Attornment

Tenant shall attorn and be bound to any of Landlord's successors under all the terms, covenants and conditions of this Lease for the balance of the remaining Term.

Section 20.2 Subordination

This lease shall be subject and subordinate to the liens of any mortgages or any lien resulting from any method of financing or refinancing (hereinafter collectively referred to as "Mortgage") now or hereafter existing against all or any part of the Retail Area owned by the Landlord, and to all renewals, modifications, replacements, consolidations and extensions thereof. Tenant shall execute and deliver all documents requested by any such mortgagee or security holder, provided such mortgagee or security holder agrees in writing with Tenant not to disturb Tenant's possession while Tenant is not in default hereunder. The foregoing notwithstanding any mortgagee or beneficiary may at its option subordinate such Mortgage, trust, deed or other financing instrument to this Lease.

Declaration of Reciprocal Easement Agreements: This Lease may, in the future, be subject and subordinate to a declaration of reciprocal easement agreement ("Declaration") and Tenant shall execute such instrument as Landlord requests to evidence such subordination.

Section 20.3 Estoppel Certificate

Within ten (10) days after request therefor by either party, the other party shall execute and deliver to the requesting party a written certification stating that this Lease is unmodified and in full force and effect (or if modified, that the same is in full force and effect as modified, and stating the modifications), that there are no defenses or offsets thereto (or stating those claimed by such party), the dates to which Base Rent and Additional Rent have been paid, and such other matters as such party shall reasonably request.

ARTICLE 21 SURRENDER OF PREMISES

Section 21.1 Surrender of Premises

At the expiration or earlier termination of this Lease (or Tenant's right of possession of the Premises), Tenant shall surrender the Premises to Landlord in broom clean and in the same condition as when tendered by Landlord on the Possession Date, reasonable wear and tear excepted. Tenant shall promptly repair any damage to the Premises caused by the removal of any furniture, trade fixtures or other personal property placed in the Premises and Tenant's obligations hereunder shall survive the expiration or sooner termination of this Lease.

Any trade fixtures belonging to the Tenant located at the Premises shall upon the termination of this Lease, be removed by Tenant at Tenant's sole expense, or be deemed abandoned by Tenant and such abandoned property shall become Landlord's property. Tenant shall repair or pay for the repair of any damage done to the Premises resulting from removing same, including painting or redecorating the Premises.

Section 21.2 Hold Over

If Tenant holds over or occupies the Premises beyond the Term, or Tenant's right of possession of the Premises (it being agreed there shall be no such holding over or occupancy without Landlord's written consent), Tenant shall pay Landlord for each day of such holding over a sum equal to 150% of the Base Rent prorated for the number of days of such holding over, plus 150% of all Additional Rent which Tenant is required to pay hereunder had this Lease been in effect. In addition thereto, Tenant shall be liable to Landlord for any and all damages which Landlord shall suffer by reason thereof, and Tenant will indemnify Landlord against all claims and demands made by any succeeding tenants against Landlord, founded upon delay by Landlord in delivering possession of the Premises to such succeeding tenant. If Tenant holds over with or without Landlord's written consent, Tenant shall occupy the Premises on a tenancy from month to month and all other terms and provisions of this Lease shall be applicable to such period.

ARTICLE 22 SIGNS, AWNINGS, CANOPIES

Tenant will not place or permit on any exterior door, window (interior or exterior) or wall of the Premises any sign, awning, canopy, advertising matter, decoration, lettering or other thing of any kind which is not first approved by Landlord, which approval shall not be unreasonably withheld or delayed. In the event Tenant installs any signage in violation of the provisions of this Article 22, the Landlord shall have the right to remove the same after giving Tenant five (5) days prior written notice.

Prior to erecting same, Tenant shall submit to Landlord a rendering of Tenant's proposed signage which Landlord shall have the right to approve, which approval shall not be unreasonably withheld or delayed. Subject to the conditions herein, Tenant agrees to erect a storefront sign within four (4) months of Lease start date so as to maintain a professional environment and presentation of the subject property. As there may be insufficient space on the existing Property pylon sign for all Tenants. If requested by Tenant and approved by Landlord (at Landlord's sole discretion on approval and location), a Pylon sign may be erected at Tenant expense.

Any signs that Tenant maintains and displays inside the Premises, to the extent same are visible from the exterior of the Premises, shall be professionally prepared.

Notwithstanding any of the foregoing, Tenant will not place or suffer to be placed or maintained on the property (including but not limited to exterior and/or parking lot), on any exterior door, wall or window of the leased premises any sign, awning or canopy, or advertising matter or other thing of any kind, and will not place or maintain any decoration, lettering or advertising matter on the glass of any window or door of the leased premises without first obtaining Landlord's written approval and consent and the consent and approval of the local municipality or any other governmental or administrative body. Tenant further agrees to maintain such sign, awning, canopy, decoration, lettering, advertising matter or other thing as may be approved in good condition and repair at all times. Tenant shall not use any advertising or other media objectionable to Landlord, such as loud-speakers, phonographs, or radio or television broadcasts that can be heard or seen outside the leased premises. At the expiration of the Lease Term, Tenant shall remove such sign and repair at Tenant's sole expense any damage to the Premises or Building caused by the attachment, use or removal of such sign. Tenant agrees to indemnify the Landlord from any injury, cause of action, or claim in any way relating to the attachment, dislodging, removal or use of such signs.

ARTICLE 23 MISCELLANEOUS

Section 23.1 Partial Invalidity

If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstance other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 23.2 Successors and Assigns

Except as otherwise provided herein, this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, executors, successors and assigns.

Section 23.3 Waiver

The waiver by Landlord of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of Base Rent or Additional Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Base Rent or Additional Rent. No covenant, term or condition of this Lease shall be deemed to have been waived by Landlord, unless such waiver be in writing by Landlord.

Section 23.4 No Partnership

Landlord does not, in any way or for any purpose, become a partner, employer, principal, master, agent or joint venture of or with Tenant.

Section 23.5 Time Is Of The Essence

Time is of the essence of this Lease.

Section 23.6 Broker's Commission

Tenant and Landlord warrant each to the other that it has had no dealings with any broker or agent in connection with this Lease except as designated in Section 1.13, and each party covenants to pay, hold harmless and indemnify the other from and against all costs expense or liability for any compensation,

commissions and charges claimed by any broker or agent with respect to this Lease or the negotiation thereof.

Section 23.7 Entire Agreement

This Lease and the Exhibits attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises and there are no covenants, promises, agreements, conditions or understanding, either oral or written, between them other than as are herein set forth. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

Section 23.8 Applicable Law

The validity, performance and enforcement of this Lease shall be governed by the laws of Illinois.

Section 23.9 Notices

Whenever under this Lease provision is made for any demand, notice or declaration of any kind, or where it is deemed desirable or necessary by either party to give or serve any such notice, demand or declaration to the other party, it shall be in writing and sent by certified mail, return receipt requested, postage prepaid, to the address set forth in Section 1.10 hereof, or to such other address as previously provided by a party to the other by proper notice hereunder. The day after the certified mail is deposited with the United States Postal Service shall be the date on which any notice hereunder shall be deemed given.

Section 23.10 Execution of Lease

The submission of this Lease for examination or signature does not constitute a reservation of or option for the Premises and this Lease shall become effective as a lease only upon full execution thereof by both Landlord and Tenant, and the delivery of same to each other.

Section 23.11 Accord and Satisfaction

Landlord is entitled to accept, receive and cash or deposit any payment made by Tenant for any reason or purpose or in any amount whatsoever, and apply the same at Landlord's option to any obligation of Tenant and the same shall not constitute payment of any amount owed except that to which Landlord has applied the same. No endorsement or statement on any check or letter of Tenant shall be deemed an accord and satisfaction or otherwise recognized for any purpose whatsoever. The acceptance of any such check or payment shall be without prejudice to Landlord's right to recover any and all amounts owed by Tenant hereunder and Landlord's right to pursue any other available remedy.

Section 23.12 Corporate Tenant

If Tenant is a corporation, the persons executing this Lease on behalf of Tenant hereby covenant, represent and warrant that Tenant is a duly incorporated or duly qualified (if foreign) corporation and is authorized to do business in the State of Illinois, and that the person executing this Lease on behalf of Tenant is an officer of such Tenant, and is duly authorized to sign and execute this Lease.

Section 23.13 Waiver of Jury Trial

The parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with the non-payment of any money due under this Lease. In the event Landlord commences any proceedings for nonpayment of any rent, Tenant will not interpose any counterclaim of whatever nature or description in any such proceedings. This shall not, however, be construed as a waiver of the Tenant's right to assert such claims in any separate action or actions brought by the Tenant.

Section 23.14 Default Rate

The "Default Rate" as used herein, shall mean five (5%) percent annually in excess of the "Prime Rate" published in the Wall Street Journal.

Section 23.15 No Presumption Against Drafter

Landlord and Tenant understand, agree and acknowledge that (i) this Lease has been freely negotiated by both parties; and (ii) in any controversy, dispute or contest over the meaning, interpretation, validity or enforceability of this Lease or any of its terms or conditions, there shall be no interference, presumption or conclusion drawn whatsoever against either party by virtue of that party having drafted this Lease or any portion thereof. Tenant has had the ability to review this Lease with his/her own attorney and is fully satisfied with its terms.

Section 23.16 Reserved Areas

Landlord reserves all rights to use (or grant other parties the right to use) and Tenant shall have no right, title or interest in (i) the exterior non-storefront portions of the Premises, (ii) air rights above the Building and rights to the land and improvements below the floor level of the Premises, and (iii) areas within the Premises necessary for utilities, services, safety and operation of the Building that will not materially interfere with Tenant's use of the Premises.

Section 23.17 Costs and Fees

Tenant shall pay upon demand all Landlord's costs, charges and expenses, including fees of attorneys, agents and others retained by Landlord, incurred in enforcing any of the obligations of Tenant under this lease or in any litigation, negotiation or transaction in which Landlord shall, without Landlord's fault, become involved through or on account of this lease.

Section 23.18 Parking

Landlord shall designate specific parking area(s) for Tenant and Tenant employees/contractors. Tenant and/or any Tenant agent shall not be allowed to leave any vehicle(s) overnight unless approved in writing by Landlord, at Landlord's sole discretion.

ARTICLE 24 ENVIRONMENTAL MATTERS

Tenant shall not use or permit the use of the Premises or any portion of the Retail Area for any activities involving, directly or indirectly, the use, generation, treatment, storage, or disposal of any hazardous or toxic chemical, material, substance or waste, including without limitation, (1) asbestos in any form; (2) urea formaldehyde foam insulation; (3) transformers or other equipment which contain dielectric fluid containing polychlorinated biphenyls; (4) any other hazardous or toxic chemical, material, substance or waste, exposure to which is prohibited, limited or regulated by any Federal, State, County, Regional or Local authority (all being hereinafter referred to collectively as "Hazardous Substances").

During the term of this Lease Landlord shall have the option to retain a consultant who will conduct an investigation of the Retail Area to verify that no portion of the Retail Area (including the Premises) is being used for any activities involving, directly or indirectly, the use, generation, treatment, storage or disposal of any Hazardous Substance. Tenant hereby grants to Landlord, its agents, employees, consultants and contractors the right to enter upon the Premises and to perform such tests on the Premises as are reasonably necessary to conduct any such investigation.

Tenant covenants to Landlord that the Premises shall not at any time prior or subsequent to the Commencement Date, be used by Tenant, any subtenant or any other person or entity, claiming by, through or under Tenant, for any activities involving, directly or indirectly, the use, generation, treatment, storage or disposal of any Hazardous Substance.

Tenant agrees to indemnify, defend, and forever hold Landlord harmless from and against any claims, losses, damages, actions, liabilities, causes of action, suits, investigations and judgments of any nature whatsoever, including, without limitation, reasonable attorneys' fees and costs of litigation, incurred by Landlord in connection with any breach of the provisions contained in this Article. The foregoing indemnity shall survive the expiration or earlier termination of this Lease.

ARTICLE 25 AMERICANS WITH DISABILITIES ACT

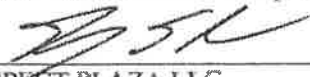
The parties hereto acknowledge that the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*) and regulations and guidelines promulgated thereunder, as all of the same may be amended or supplemented from time to time (collectively referred to as "ADA") establish requirements for business operations, accessibility and barrier removal, and that such requirements may or may not apply to the Premises and the Retail Area depending on, among other things: (a) whether Tenant's business is deemed a "public accommodation" or "commercial facility", (b) whether such requirements are "readily achievable", and (c) whether a given alteration affects a "primary function area" or triggers "path of travel" requirements. The parties hereby agree that: (i) Landlord shall be responsible for ADA Title III compliance in the Common Areas, except as provided below; (ii) Tenant shall be responsible for ADA Title III compliance in the Premises, including any leasehold improvements or other work to be performed in the Premises by Tenant under or in connection with this Lease, and (iii) Landlord may perform, or require that Tenant perform, and Tenant shall be responsible for the cost of, ADA Title III "path of travel" requirements triggered by alterations in the Premises by Tenant. Tenant shall be solely responsible for requirements under Title I of the ADA relating to Tenant's employees.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties have subscribed their respective signatures in execution hereof, on the day and year written.

LANDLORD:

PROSPECT PLAZA LLC
an Illinois limited liability company

By: 
PROSPECT PLAZA LLC
Its managing member

TENANT:

ANNA ALEXANDER and AVA ALEXANDER
individuals

By: Anna Alexander
Name: Anna Alexander

By: Ava Alexander
Name: Ava Alexander

GUARANTORS:

ANNA ALEXANDER
an individual

By: Anna Alexander
Name: Anna Alexander

AVA ALEXANDER
an individual

By: Ava Alexander
Name: Ava Alexander

EXHIBIT 'A'
RULES AND REGULATIONS

- (1) All loading and unloading of goods shall be done only at such times and in the areas and entrances, as may be designated for such purposes by Landlord.
- (2) The delivery or shipping of merchandise supplies and fixtures to and from the Premises shall be subject to such rules and regulations as in the judgment of the Landlord are necessary for the proper operation of the Premises and Retail Area.
- (3) All garbage and refuse shall be kept in the kind of container as may be specified by Landlord and shall be placed outside of the Premises prepared for collection in the manner and at the times and places specified by Landlord. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use same at Tenant's cost. Tenant shall pay the cost of removal of any of Tenant's refuse or rubbish.
- (4) No radio or television or other similar device shall be installed on the roof or the exterior of the building without first obtaining in each instance the Landlord's consent in writing. No aerial shall be erected on the roof or exterior walls of the Premises, or on the grounds, without in each instance, the written consent of the Landlord.
- (5) No loudspeakers, televisions, radios, or other devises shall be used in a manner to be heard or seen outside of the Premises without the prior written consent of the Landlord.
- (6) The Tenant shall keep the Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.
- (7) The outside areas immediately adjoining the Premises shall be kept clean and free from snow, ice, dirt and rubbish by the Tenant to the satisfaction of the Landlord and Tenant shall not place or permit any obstructions or merchandise in such areas.
- (8) The Tenant and his employees shall park their cars only in those portions of the parking area as may be designated for that purpose by the Landlord.
- (9) The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage or damage resulting from a violation of this provision shall be borne by Tenant.
- (10) The Tenant shall use at Tenant's cost such pest extermination contractor as Landlord may direct and at such intervals as may find necessary for the overall protection of the Retail Area.
- (11) The Tenant shall not burn any trash or garbage of any kind in or about the Premises or Retail Area.
- (12) No bicycles or other vehicles and no animals shall be allowed on the Premises without written consent of the Landlord.
- (13) The Landlord, his agents and independent contractors shall have the right to enter the Premises at all reasonable times to examine, exhibit or repair same. The Landlord may place and keep on the windows and doors of said Premises a "For Lease" notice within the last 90 days prior to the expiration of this lease or otherwise by reason of any prior termination herein.

- (14) No article deemed extra hazardous on account of fire or explosion shall be brought or kept on the Premises.
- (15) No awnings shall be erected on the Premises, nor shall any auction be allowed on the Premises without the written consent of the Landlord.
- (16) No search light, flashing lights shall be installed which may be heard or seen outside the Premises or in the Retail Area without the written consent of the Landlord.
- (17) The Landlord reserves the right from time to time to amend or supplement the foregoing rules and regulations, and to adopt additional rules and regulations applicable to the Premises and Retail Area. Notice of such amendments and supplements thereto, if any, shall be given to the Tenant.
- (18) Tenant agrees to comply with all such additional rules and regulations upon notice to Tenant from Landlord.

Dated: 11/1/23

TENANT:

ANNA ALEXANDER and AVA ALEXANDER
individuals

By: Anna Alexander
Name: Anna Alexander

By: Ava Alexander
Name: Ava Alexander

LEASE GUARANTY

THIS LEASE GUARANTY ("Guaranty") is made and entered into this 1st day of November 2023, by Name: **ANNA ALEXANDER and AVA ALEXANDER** individually (collectively, "Guarantors") to **PROSPECT PLAZA LLC** ("Lessor").

WHEREAS, concurrently with the execution of this Lease Guaranty, Lessor and Name: **ANNA ALEXANDER and AVA ALEXANDER**, individuals ("Lessee") have executed that certain lease agreement for 718 E. Northwest Hwy, Mount Prospect, IL 60056 (the "Lease"); and

WHEREAS, Guarantors have a financial interest in Tenant and shall derive a material economic benefit from the Lease.

NOW THEREFORE, in consideration of, and as an inducement for the execution of said Lease by Landlord, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, is covenanted and agreed as follows:

Guarantors, do hereby absolutely and unconditionally guarantee to Landlord, its successors, assigns and beneficiaries, (without the necessity of any suit or proceedings on the Landlord's part of any kind or nature whatsoever against the Tenant, its successors and assigns, and without the necessity of any notice to Guarantors, which notice Guarantors hereby expressly waive) the full and prompt payment, when due, of all rents and other sums coming due pursuant to said Lease and the full and timely performance and observance of all covenants, terms, condition and agreements provided in the Lease to be performed and observed by Tenant.

The Guarantors hereby covenant and agree that if a default shall at any time during the Term be made pursuant to said Lease, the Guarantors will forthwith:

- (1) pay such rent or other sums and charges to Landlord; and
- (2) faithfully perform and fulfill all such terms, covenants, conditions and agreements; and
- (3) pay the Landlord all damages that may arise in connection with any default pursuant to said Lease, including, without limitation, all reasonable attorneys' fees incurred by Landlord or caused by any such default and/or the enforcement of this Guaranty.

It is specifically understood and agreed that the Landlord may, from time to time, without notice to the Guarantors:

- (a) alter, change, renew or extend said Lease or any of the liabilities thereunder; or
- (b) release, waive or compromise any liability of the Tenant or any other party whose liability emanates from the relationship between Landlord and Tenant and the provisions of the Lease; or
- (c) consent to any assignment of the Lease by Tenant or its successors or assigns.

No such action or failure to act by Landlord shall affect the Guarantors' liability hereunder in any manner whatsoever.

Any amount received by Landlord and applied by it toward the payment of the liabilities arising out of said Lease shall be applied in such order of application as the Landlord may, in its sole discretion, from time to time, elect.

The validity of this Guaranty and the Guarantors' obligations hereunder shall not be terminated, effected, diminished or impaired by reason of any action which Landlord may take or fail to take against Tenant, or by reason of any waiver of, or failure to enforce, any of the rights or remedies reserved to Landlord in said Lease or by reason of bankruptcy or insolvency by Tenant.

All of Landlord's rights and remedies under said Lease or under the Guaranty are intended to be distinct, separate and cumulative and no such rights and remedy therein or herein mentioned is intended to be an exclusion of, or a waiver of, any of the other rights and remedies.

Guarantors hereby agree that:

- (i) the Guarantors will not enforce or accept any payments on any claims that such Guarantors may have against the Tenant until all obligations, covenants, conditions and provisions under the Lease shall have been performed in full; and
- (ii) the Guarantors will execute and deliver to the Landlord such additional instruments or agreements as the Landlord may request to carry out the provisions of this Guaranty; and
- (iii) the Guarantors will provide to the Landlord from time to time, upon Landlord's request, reports of the Guarantors' financial condition.

Guarantors hereby warrant and represent that Guarantors is sufficiently knowledgeable and experienced in financial and business matters to evaluate and understand the risks assumed in connection with the execution of this Guaranty.

This is a continuing Guaranty and shall not be revoked by death, dissolution, merger, bankruptcy or insolvency of the Guarantors.

This Guaranty shall inure to the benefit of the Landlord, its successors and assigns, and shall be binding on the heirs, administrators, legal representatives, successors and assigns of the Guarantors. The obligations of Guarantors hereunder are joint and several. This Guaranty shall be governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, the undersigned Guarantors have executed this Guaranty the day and year first above written.

Name: ~~HEATHER~~ Anna Alexander

Name: Ava Alexander

Address: 2925 N. 77th Ave
Elmwood Park IL 60707

Address: 2925 N. 77th Ave
Elmwood Park IL 60707

Date: 11/1/23

Date: 11/01/2023

RESPONSES TO APPLICABLE STANDARDS

- 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;

Comment: Shiatsu massage improves public health and general welfare by improving mental and physical functioning. And this leads to improved comfort within ones' self and safety for individuals at risk of injury, such as elderly individuals at risk of falls. Furthermore, a ripple effect of this self care is improved care for others (i.e., improved morals).

- 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;

Comment: Shiatsu massage is performed privately with soft relaxing music that can't be heard from outside the walls of the property. And at Enlightenment Massage, shiatsu massage will be performed in a pristine environment with calming and beautiful decor, and thus Enlightenment Massage would only be a plus to property values within the neighborhood.

- 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;

Comment: Enlightenment Massage will complement and expand Mount Prospect's health and service industries by providing a specialty massage service (shiatsu) that utilizes both knowledge of Western and Chinese medicine.

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

Comment: Clients of Enlightenment Massage will have access to Prospect Plaza's parking lot. And only one client at a time will be receiving service from Enlightenment Massage, and so, clients will not congest the parking spaces or roads of the surrounding area.

- 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;

Comment: Prospect Plaza's parking lot, which will serve Enlightenment Massage, has multiple ingress/egress points. And since only one client at a time will be receiving service from Enlightenment Massage, clients of Enlightenment Massage will have no noticeable effect on these ingress/egress points.

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

Comment: Enlightenment Massage will directly support the objective of Principle 4 of the Comprehensive Plan for the Village, "Ensure that public health needs are recognized and addressed through equitable access to care, services, recreation, and healthy foods." Furthermore, Principle 4's objective of building "A community that improves the health, safety and welfare of its residents," supports the Comprehensive Plan other 5 Principles as health within creates health throughout.

- 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.

Comment: Enlightenment Massage's mission is to support the health of this community, and so it hopes to integrate itself into the regulations of the district with complete harmony.

Name: Anna Alexander

Signature: Anna Alexander

Date: 11/17/23

LEGAL DESCRIPTION

PROPERTY ADDRESS: 718 E NORTHWEST HGWY, MOUNT PROSPECT, IL 60056

LOT 29, 30, 31, 32, 33 AND LOT 34 IN BLOCK 22 IN THE RESUBDIVISION OF LOT 7 IN BLOCK 21 LOTS 12 TO 19 BOTH INCLUSIVE IN BLOCK 22 AN LOTS 12 AND 13 IN BLOCK 23 IN BUSSE'S EASTERN ADDITION TO MOUNT PROSPECT IN THE EAST ½ OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

A = ASSURED
C = CALCULATED
CH = CHORD
CL = CENTERLINE
D = DEED
E = EAST
F.I.P. = FOUND IRON PIPE
F.I.R. = FOUND IRON ROD
F.T. = FEET
F.T. = FEET/FOOT
L = ARC LENGTH
M = MEASURED
N = NORTH
NW = NORTHWEST
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
R = RECORD
RAD = RADIUS
R.O.W. = RIGHT OF WAY
S = SOUTH
S.I.P. = SET IRON PIPE
S.I.R. = SET IRON ROD
SE = SOUTHEAST
SW = SOUTHWEST
W = WEST

AREA OF SLAVEY.

CONTAINING 19.093 SQ. FT. OR 0.44 ACRES MORE OR LESS"

NE = NORTHEAST

=====	CHAIN LINK FENCE
-----o-----	WOOD FENCE
=====	METAL FENCE
-----o-----	VINYL FENCE
=====	EASEMENT LINE
-----o-----	SETBACK LINE
=====	INTERIOR LOT LINE

(60' R.O.W.)
S. LOUIS STREET

BUILDING DETAIL
SCALE 1"=30'

Diagram illustrating a building corner on a street corner. The street is labeled "E. NORTHWEST HWY". The building is labeled "BUILDING CORNER ON LINE". The curb is labeled "CONCRETE CURB". The distance from the curb to the building corner is labeled "(80' ROW)".

STATE OF ILLINOIS }
COUNTY OF DUPAGE }

1. THE UNDERSIGNED, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY, AND THAT THE PLAT HEREIN DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY.

DAY OF MARCH, A.O. 2021,

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-3253
 LICENSE EXPIRATION DATE NOVEMBER 30, 2022
 ILLINOIS BUSINESS REGISTRATION NO. 181-001245

Morris Engineering, Inc.
515 Warrenville Road, Lisle, IL 60532
Phone: (630) 271-0770
FAX: (630) 271-0774
WEBSITE: WWW.ECIVIL.COM

NOTE: SOME IMPROVEMENTS MAY NOT BE SHOWN HEREON
DUE TO SNOW COVER AT TIME OF SURVEY.

NOTE:

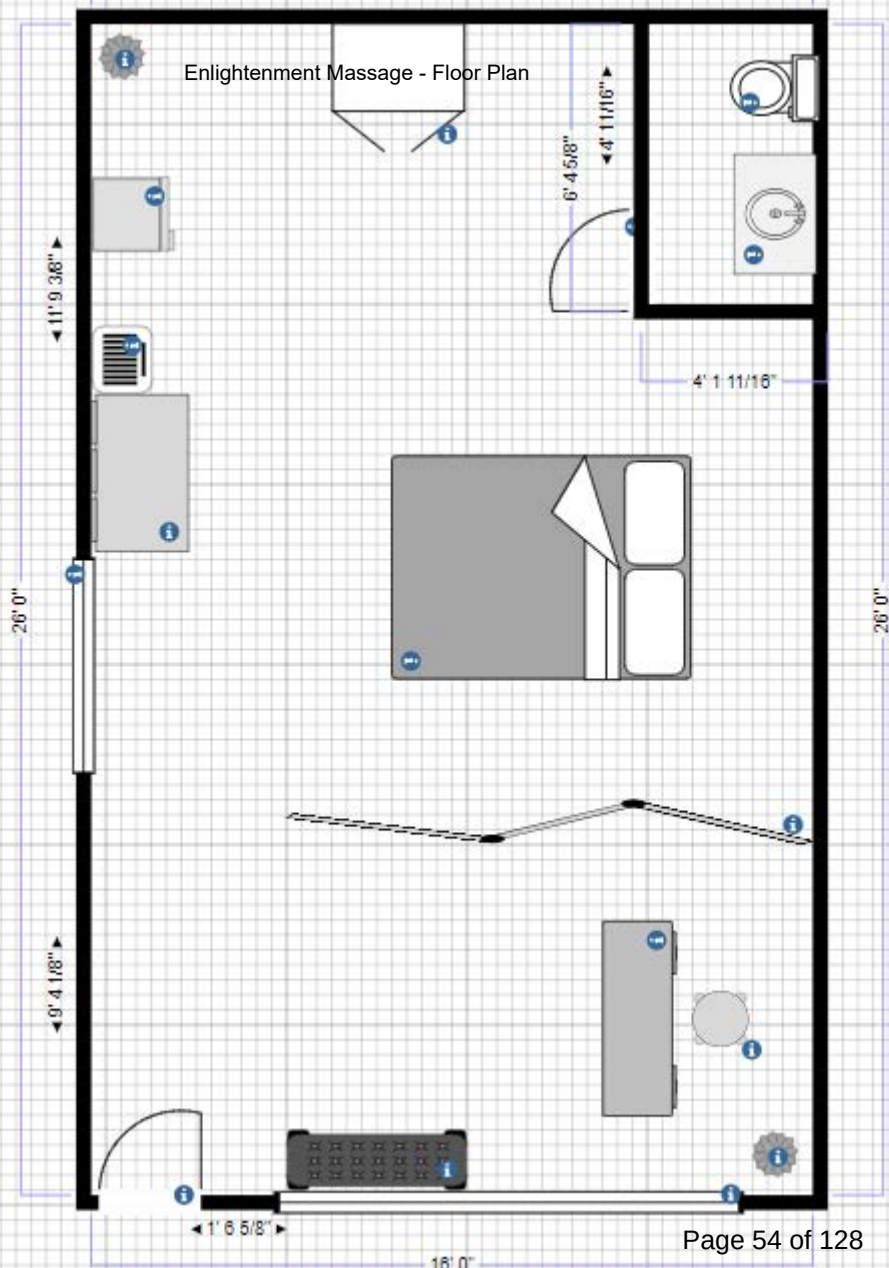
1. ALL TIES SHOWN ON THIS SURVEY ARE MEASURED TO THE BUILDING'S SIDING (BRICK, FRAME, STUCCO, METAL, ETC.) AND NOT TO THE FOUNDATION, UNLESS NOTED OTHERWISE.
2. ROOF LINES AND OVERHANGS ARE TYPICALLY NOT SHOWN HEREON.
3. COMPARE ALL DISTANCES AND POINTS IN FIELD AND REPORT ANY DISCREPANCIES TO SURVEYOR AT ONCE.
4. NO DIMENSIONS SHALL BE ASSUMED BY SCALING.

ADDRESS COMMONLY KNOWN AS 710-720 E. NORTHWEST HWY
MOUNT PROSPECT, ILLINOIS
PROSPECT PLAZA LLC
CLIENT
FIELDWORK DATE (DREW) 03/05/2021 (DS/JF)
DRAWN BY: NG REVISED: JOB NO. 21-02-0250

Phone: (630) 271-0770
FAX: (630) 271-0774
WEBSITE: WWW.ECIVIL.COM

FLOOR PLAN DESCRIPTION

- Through the entrance, in the front 3rd of the unit, is the reception area.
- Along the front window, in the reception area, is a bench for clients.
- Across the far corners from the entrance, in the reception area, is a desk and ergonomic stool for the massage therapist to use for scheduling and transaction purposes, and a Buddha statue behind the desk in the near corner of the unit.
- Dividing the reception area from the rest of the unit is a Japanese style divider, with a cherry blossom across it.
- In the middle 3rd of the unit, is the work area.
- Across the near wall of the work area is a window, dresser for clean sheets, and a hamper for sheets to be washed.
- At the center of the work area is a queen size floor mattress
- Behind the queen size floor mattress is a mural (image of in progress mural attached in separate file).
- Across the near wall, in the back 3rd of the unit, is a mini-fridge and artificial cherry blossom.
- Across the far wall, in the back 3rd of the unit, is a storage cabinet for cleaning supplies.
- At the distant corner, in the back 3rd of the unit, is a bathroom separated by 2 walls and a door.
- In the bathroom, is a toilet, sink, waste bin, hand soap dispenser, and paper towel dispenser.







SIGNAGE DESCRIPTION

- The front window decal is clear and 36" W x 48" H (see attached)
- The side window decal is clear, 48" W x 36" H, and split between the split window (see attached)
- The front door hours decal is clear and 18" W x 24" H (see attached)
- "Enlightenment Massage" will put on the awning in the same simple style of Enlightenment Massage's next door neighbor (Van Driel) and performed by same printer (Rafael Plazola).

ENLIGHTENMENT MASSAGE



(773) 299 0625

EnlightenmentMassage.com

ENLIGHTENMENT MASSAGE



Hours

Monday	9 AM – 9 PM
Tuesday	9 AM – 9 PM
Wednesday	Closed
Thursday	9 AM – 9 PM
Friday	9 AM – 9 PM
Saturday	9 AM – 9 PM
Sunday	9 AM – 9 PM

ENLIGHTENEMENT MASSAGE

(773) 299 0625
Enlightenment Massage.com

TENANT LIST OF PROSPECT PLAZA WITH SQ FOOTAGE

710	Puff Bros	795 sq ft
712-714	Pueblo Viejo	1,590 sq ft
716	Maureen Meersman	1,000 sq ft
718A & 720 sq ft	Van Driel Medical	2,440
718B	Anna Alexander	420 sq ft
	Prospect Plaza	6,245 sq ft

BUSINESS NARRATIVE

- The commencement for Enlightenment Massage is 2/1/23.
- The hours will be Thursday through Tuesday 9 AM to 9 PM.
- Wednesday the business will be closed.
- The day the business will be closed will switch to Tuesday beginning in April and Sunday beginning in June, in accordance with my continuing speciality education in shiatsu at Zen Shiatsu in Evanston.
- I will be the only employee at Enlightenment Massage.
- I will see one client at a time.
- When I am seeing a client, the entrance door will remain unlocked and accessible, and the windows will remain unobstructed. A sign will be hung on the front door with a clock on it, informing patrons that I'm currently seeing a client and what time I will be available again.
- When I am not seeing a client, walk-in appointments will be welcomed.
- Appointments are 90 minutes long; however, 120 minutes will be reserved for each appointment to reserve time for intake and ongoing client forms, rescheduling and payment transactions, clean up and the laying down of new sheets, and to give the client time to settle, provide feedback, and sip some water.
- Shiatsu sessions will be performed on a queen size floor mattress behind a Japanese style divider (see floor plan).
- As far as previous experience relevant to being a massage therapist, before I began training to become a massage therapist, I'd just finished my education and internship to become an occupational therapist. However, I found the limitations set up by insurance companies to be disheartening. And so, I decided to use the mindfulness skills I'd developed from practicing Tai Chi and meditation for over 5 years to create my own shiatsu practice, with the commitment of helping people transcend the limitations of their injuries and lifestyle, and harmonize with their bodies, thus liberating their minds and allowing them to manifest their dreams.

- As far as previous experience relevant to being a business owner, my mom is the co owner of Enlightenment Massage, and she has owned and operated her own business, Westgate Barbers, in Oak Park, Illinois for over 18 years, and has mentored me over that period in developing the skills and discipline needed to own and operate my own business.



Cut on Dotted Line 

For future reference, IDFPR is now providing each person/business a unique identification number, 'Access ID', which may be used in lieu of a social security number, date of birth or FEIN number when contacting the IDFPR. Your Access ID is: 3545976



Cut on Dotted Line 



Item Cover Page

Subject **PZ-22-23 / 2400 E. Oakton Street / CU: Contractor's Storage Yard / Village Board Final**

Meeting January 25, 2024 - REGULAR MEETING OF THE MOUNT PROSPECT PLANNING AND ZONING COMMISSION

Fiscal Impact (Y/N)

Dollar Amount

Budget Source

Category NEW BUSINESS

Type Action Item

Information

The Petitioner, Mark DiMeo of DiMeo Brothers Inc., is requesting conditional use approval to construct a contractor's storage yard at 2400 E. Oakton Street, also known as the Subject Property. The Village Zoning Code designates the Subject Property as I-1 Limited Industrial. The proposal requires Village Board approval for the conditional use. The proposal meets the requirements and standards related to the Village Code, and staff is supportive of the request.

The Subject Property was annexed into the Village of Mount Prospect (Village) in 2017 as part of an annexation including approximately 40 acres of industrial and commercial property in unincorporated Cook County. The Subject Property is bound by Oakton Street to the south, Terminal Drive to the north, Badger Road to the west, and I-1 zoned properties to the east. The Subject Property consists of three lots and is currently vacant. Based on historical aerial photography, an industrial building existed on the Subject Property, but it was demolished sometime between 2006 and 2007. The Subject Property currently provides two driveways along Oakton Street, and both Terminal Drive and Badger Road are privately maintained. Aside from a 2019 sign permit, no additional Village building permit history for the site exists.

Most of the Subject Property is within the floodplain of Higgins Creek, an unmapped waterway that runs through South Mount Prospect, and along the north and eastern sides of the Subject Property. It is noted that the Subject Property has considerable drainage and flood control issues.

Discussion

Proposal: The Petitioner is a sewer and water contractor company that has been in operation since 1973 and is currently located in Elk Grove Village. The Petitioner is seeking to relocate to Mount Prospect and proposes to construct a two-story building consisting of office and warehouse space with related improvements. The proposed contractor's yard will provide 31 passenger vehicle parking spaces, 29 truck parking spaces, and storage for materials and heavy machinery including, but not limited to, material bins, trench and safety equipment, truck and trailers, and manholes and pipes. As proposed, the project requires conditional use

approval for the contractor's storage yard. The various elements of the proposal are outlined below.

Operations: Based on the Traffic Impact Statement (TIS) prepared by Kenig, Lindgren, O'Hara, Aboona (KLOA), the proposed contractor's storage yard would have 7 to 10 office employees, 5 to 6 garage employees, and 6 truck drivers. All employees would start their day at 7:00 AM and the majority of the field employees would travel directly to the job sites. The TIS assumes that all employees will arrive via a personal vehicle with the truck drivers leaving in a truck during the same hour. During the weekday evenings, the truck drivers will arrive back to the site in a truck and then all employees would leave in their personal vehicles.

Site Plan: The proposed site plan indicates that an approximately 34,500 square-foot building will be constructed on the Subject Property. The proposed site layout proposes to keep the existing driveways on Oakton Street. The western driveway will be located approximately 60 feet east of Badger Road and will provide one inbound lane and one outbound lane with the outbound movements under stop sign control. The eastern driveway will be located approximately 190 feet east of Badger Road and will provide one inbound lane and one outbound lane with the outbound movements under stop sign control.

Vehicles would enter from either of these two driveways; passenger vehicles would proceed directly to the south parking lot and exit through the opposite driveway; truck vehicles would enter only from the east driveway, proceed past the south parking lot via the drive aisle located east of the proposed building, and travel directly to the truck vehicle parking and storage yard located at the rear of the building. Trucks and construction vehicles would travel in a counterclockwise rotation around the material storage area and would have the option to park in the heavy machinery parking area located at the northeast corner of the Subject Property or within the truck parking area located south of the material storage area. Truck traffic would also exit to the east Oakton Street driveway via the drive aisle located along the east side of the proposed building. As currently designed, the parking lot setbacks along Oakton Street and along the north, east and west property lines will comply with the Village Code's minimum ten-foot (10') parking lot setback.

The project also proposes a 20-foot tall, dome-like accessory structure for outdoor material storage bins at the northwest corner of the Subject Property and an 8-foot tall, solid-style, white vinyl perimeter fence. As part of the conditional use request, storage materials (such as dirt, asphalt, concrete, stone, topsoil, hard steel, hard plastic, and concrete) measuring up to a height of 12 feet would be visible above the 8-foot tall perimeter fence. The site plan also indicates a trash enclosure will be located northwest of the building. Detailed drawings will be required with the building permit submittal.

A large underground storm system is planned to help alleviate the existing drainage and flood control issues. Per the Petitioner, a hydraulic study of Higgins Creek was previously prepared and approved by the Illinois Department of Natural Resources – Office of Water Resources (IDNR-OWR) and is attached to the staff report. Per the Petitioner, the prior report will be updated to reflect the current site plan and will define the base flood elevation and floodway limits along Higgins Creek.

Traffic and Parking: The Petitioner submitted a Traffic Impact Statement (TIS). The study concluded that the proposed facility will be a low traffic generator that will increase the volume of traffic on Oakton Street by less than one percent, and the proposed access system consisting of two full-movement access drives off Oakton Street will provide site access flexibility that will ensure efficient and flexible access is provided. The TIS also concluded that

outbound movements from both access drives should be under stop sign control and that exclusive right-turn lanes will not be warranted on Oakton Street at either driveway.

The Village Engineer has reviewed the TIS and requested confirmation that the TIS considers future/full use of the site since the report notes 6 drivers, but the plans show 24 truck parking spaces. Because of the proximity to Badger Road, the Public Works Department does not support two (2) driveways onto Oakton Street; however, the Village will defer to the Illinois Department of Transportation (IDOT) as Oakton is under their jurisdiction.

Building Elevations: The attached elevations indicate the proposed building will be composed of precast wall paneling and clerestory windows. As shown, the proposed building will not exceed the maximum height of 40' permitted in the I-1 zoning district. The building height would measure twenty-seven feet six inches (27'-6") at its highest point.

Landscaping: A significant amount of new landscaping is being provided site wide and the modifications to the site are an improvement to the existing conditions. The proposed landscape plan indicates a continuous row of permanent peripheral screening around the perimeter of the Subject Property. Staff has requested that the Petitioner remove all parkway trees from the landscape plan as the Village will determine the types and locations of the parkway trees. There are some minor revisions that need to be included in the current landscape plan; however, staff is confident that appropriate landscaping can be achieved on the site.

Plat of Consolidation: The Village recommends that the Petitioner consolidate the three lots to eliminate the construction of improvements over existing lot lines.

Water Distribution System: A public water main runs along the north side of Terminal Drive, just north of the Subject Property. The Village is considering the annexation of approximately 47 acres of unincorporated land near the southern border of the Village to provide municipal services to this area, including the provision of Village water. The Village is requesting a 10-foot wide easement along the west property line of the Subject Property for a public water main that would connect the water distribution system along Terminal Drive to a future Oakton Street water main extension, and eventually to the potential future annexation properties. The Petitioner is agreeable and a condition of approval requiring the easement has been added to the conditional use request.

Public Comment: As of this writing, staff has not received any public comment letters.

Staff Recommendation: The Petitioner has stated 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 Petitioner states that they have been in business for over 50 years and have never posed a threat to the local community, nor been cited for any law violations. The Petitioner also states that the proposed development would be a benefit to the surrounding community by providing repair and remediation services on an emergency or contract basis. Further, the Petitioner states that adequate public utilities, access roads, drainage, and/or necessary facilities have been or will be provided, and current utilities are essentially sufficient to serve the proposed development. Finally, the Petitioner states the proposed development will provide a stable tax source for the Village, and raise the standard for future Village projects and developments. Based on the information submitted, the surrounding uses, and the proposed development's compliance with the Village's long-range planning documents, staff recommends approval of the conditional use request. The proposed project would replace an underutilized industrial site with a suitable, alternative use

on parcels that have remained vacant for a long time.

Alternatives

1. To recommend approval of the following motion: A conditional use to allow for a contractor's storage yard, including the storage of construction materials, construction equipment, and construction vehicles, for the property located at 2400 E. Oakton Street, Case No. PZ-22-23, subject to the conditions listed in the staff report."
2. Action at the discretion of the Planning and Zoning Commission.

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

Staff Recommendation

Approval of the following motion:

A conditional use to allow for a contractor's storage yard, including the storage of construction materials, construction equipment, and construction vehicles, for the property located at 2400 E. Oakton Street, Case No. PZ-22-23, subject to the conditions listed in the staff report."

Attachments

1. PZ-22-23 Staff Report
2. PZ-22-23 Administrative Content
3. PZ-22-23 Traffic Impact Statement
4. PZ-22-23 Plans
5. PZ-22-23 Other
6. PZ-22-23 Village Review Comments



STAFF REPORT FROM THE DEPARTMENT OF Community Development

William J. Cooney, AICP
Director of Community Development

Ann Choi
Development Planner

DATE: January 18, 2024

CASE NUMBER

PZ-22-23

APPLICANT/PROPERTY OWNER

Mark DiMeo, DiMeo Brothers Inc. /
Aleksander Mimic, 2400 Oakton Street LLC

PROPERTY ADDRESS/LOCATION

2400 E. Oakton Street

PUBLIC HEARING DATE

January 25, 2024

BRIEF SUMMARY OF REQUEST

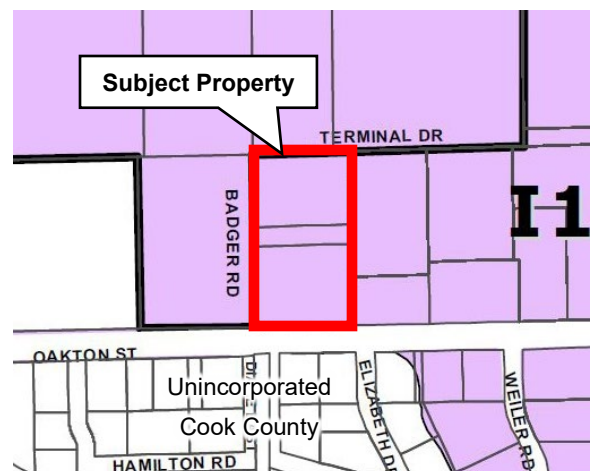
The Petitioner, Mark DiMeo of DiMeo Brothers Inc., is requesting conditional use approval to construct a contractor's storage yard at 2400 E. Oakton Street, also known as the Subject Property.

The Village Zoning Code designates the Subject Property as I-1 Limited Industrial. The proposal requires Village Board approval for the conditional use. The proposal meets the requirements and standards related to the Village Code, and staff is supportive of the request.

2023 Aerial Image



2023 Village of Mount Prospect Zoning Map



EXISTING ZONING
I-1 Limited Industrial

EXISTING LAND USE/SITE IMPROVEMENTS
Vacant land

SURROUNDING ZONING & LAND USE
North: I-1* Limited Industrial PUD (Petroleum tank farms)
East: I-1 Limited Industrial (Concrete cutting facility and other industrial uses)
South: Restricted Industrial District (Unincorporated Cook County)
West: I-1* Limited Industrial PUD (Petroleum tank farms)

SIZE OF PROPERTY
5.00 Acres

STAFF RECOMMENDATION

APPROVE

APPROVE WITH CONDITIONS

DENY

DISCUSSION OF PROPOSAL

BACKGROUND/PROPERTY HISTORY

The Subject Property was annexed into the Village of Mount Prospect (Village) in 2017 as part of an annexation including approximately 40 acres of industrial and commercial property in unincorporated Cook County. The Subject Property is bound by Oakton Street to the south, Terminal Drive to the north, Badger Road to the west, and I-1 zoned properties to the east. The Subject Property consists of three lots and is currently vacant. Based on historical aerial photography, an industrial building existed on the Subject Property, but it was demolished sometime between 2006 and 2007. The Subject Property currently provides two driveways along Oakton Street, and both Terminal Drive and Badger Road are privately maintained. Aside from a 2019 sign permit, no additional Village building permit history for the site exists.

Most of the Subject Property is within the floodplain of Higgins Creek, an unmapped waterway that runs through South Mount Prospect, and along the north and eastern sides of the Subject Property. It is noted that the Subject Property has considerable drainage and flood control issues.

PROPOSAL

The Petitioner is a sewer and water contractor company that has been in operation since 1973 and is currently located in Elk Grove Village. The Petitioner is seeking to relocate to Mount Prospect and proposes to construct a two-story building consisting of office and warehouse space with related improvements. The proposed contractor's yard will provide 31 passenger vehicle parking spaces, 29 truck parking spaces, and storage for materials and heavy machinery including, but not limited to, material bins, trench and safety equipment, truck and trailers, and manholes and pipes. As proposed, the project requires conditional use approval for the contractor's storage yard. The various elements of the proposal are outlined below.

Operations: Based on the Traffic Impact Statement (TIS) prepared by Kenig, Lindgren, O'Hara, Aboona (KLOA), the proposed contractor's storage yard would have 7 to 10 office employees, 5 to 6 garage employees, and 6 truck drivers. All employees would start their day at 7:00 AM and the majority of the field employees would travel directly to the job sites. The TIS assumes that all employees will arrive via a personal vehicle with the truck drivers leaving in a truck during the same hour. During the weekday evenings, the truck drivers will arrive back to the site in a truck and then all employees would leave in their personal vehicles.

Site Plan: The proposed site plan indicates that an approximately 34,500 square-foot building will be constructed on the Subject Property. The proposed site layout proposes to keep the existing driveways on Oakton Street. The western driveway will be located approximately 60 feet east of Badger Road and will provide one inbound lane and one outbound lane with the outbound movements under stop sign control. The eastern driveway will be located approximately 190 feet east of Badger Road and will provide one inbound lane and one outbound lane with the outbound movements under stop sign control.

Vehicles would enter from either of these two driveways; passenger vehicles would proceed directly to the south parking lot and exit through the opposite driveway; truck vehicles would enter only from the east driveway, proceed past the south parking lot via the drive aisle located east of the proposed building, and travel directly to the truck vehicle parking and storage yard located at the rear of the building. Trucks and construction vehicles would travel in a counterclockwise rotation around the material storage area and would have the option to park in the heavy machinery parking area located at the northeast corner of the Subject Property or within the truck parking area located south of the material storage area. Truck traffic would also exit to the east Oakton Street driveway via the drive aisle located along the east side of the

proposed building. As currently designed, the parking lot setbacks along Oakton Street and along the north, east and west property lines will comply with the Village Code's minimum ten-foot (10') parking lot setback.

The project also proposes a 20-foot tall, dome-like accessory structure for outdoor material storage bins at the northwest corner of the Subject Property and an 8-foot tall, solid-style, white vinyl perimeter fence. As part of the conditional use request, storage materials (such as dirt, asphalt, concrete, stone, topsoil, hard steel, hard plastic, and concrete) measuring up to a height of 12 feet would be visible above the 8-foot tall perimeter fence. The site plan also indicates a trash enclosure will be located northwest of the building. Detailed drawings will be required with the building permit submittal.

A large underground storm system is planned to help alleviate the existing drainage and flood control issues. Per the Petitioner, a hydraulic study of Higgins Creek was previously prepared and approved by the Illinois Department of Natural Resources – Office of Water Resources (IDNR-OWR) and is attached to the staff report. Per the Petitioner, the prior report will be updated to reflect the current site plan and will define the base flood elevation and floodway limits along Higgins Creek.

Traffic and Parking: The Petitioner submitted a Traffic Impact Statement (TIS). The study concluded that the proposed facility will be a low traffic generator that will increase the volume of traffic on Oakton Street by less than one percent, and the proposed access system consisting of two full-movement access drives off Oakton Street will provide site access flexibility that will ensure efficient and flexible access is provided. The TIS also concluded that outbound movements from both access drives should be under stop sign control and that exclusive right-turn lanes will not be warranted on Oakton Street at either driveway.

The Village Engineer has reviewed the TIS and requested confirmation that the TIS considers future/full use of the site since the report notes 6 drivers, but the plans show 24 truck parking spaces. Because of the proximity to Badger Road, the Public Works Department does not support two (2) driveways onto Oakton Street; however, the Village will defer to the Illinois Department of Transportation (IDOT) as Oakton is under their jurisdiction.

Building Elevations: The attached elevations indicate the proposed building will be composed of precast wall paneling and clerestory windows. As shown, the proposed building will not exceed the maximum height of 40' permitted in the I-1 zoning district. The building height would measure twenty-seven feet six inches (27'-6") at its highest point.

Landscaping: A significant amount of new landscaping is being provided site wide and the modifications to the site are an improvement to the existing conditions. The proposed landscape plan indicates a continuous row of permanent peripheral screening around the perimeter of the Subject Property. Staff has requested that the Petitioner remove all parkway trees from the landscape plan as the Village will determine the types and locations of the parkway trees. There are some minor revisions that need to be included in the current landscape plan; however, staff is confident that appropriate landscaping can be achieved on the site.

Plat of Consolidation: The Village recommends that the Petitioner consolidate the three lots to eliminate the construction of improvements over existing lot lines.

Water Distribution System: A public water main runs along the north side of Terminal Drive, just north of the Subject Property. The Village is considering the annexation of approximately 47 acres of unincorporated

land near the southern border of the Village to provide municipal services to this area, including the provision of Village water. The Village is requesting a 10-foot wide easement along the west property line of the Subject Property for a public water main that would connect the water distribution system along Terminal Drive to a future Oakton Street water main extension, and eventually to the potential future annexation properties. The Petitioner is agreeable and a condition of approval requiring the easement has been added to the conditional use request.

LONG-RANGE PLANNING

The Village Comprehensive Plan's existing land use map designates the Subject Property as vacant, and the Future Land Use map as "mixed-use district" which includes as primary uses: commercial, heavy industrial, manufacturing, office, research, solid waste handling, warehousing uses, and uses that benefit from the proximity to the I-90 tollway and secondary uses that include screened outdoor storage. Key characteristics of the district include encouraging larger sites to allow for large-scale employment facilities, with lot consolidation in areas that would benefit from redevelopment. The Connect South Mount Prospect 2020: Subarea Plan designates the property as an opportunity site and recommends manufacturing, office, warehousing/distribution, or storage related uses within the site.

The proposed development is a redevelopment site and will provide storage-related uses within a state-of-the-art facility; therefore, the Petitioner's proposal does not conflict with the long-range goals of the Comprehensive Plan.

CONDITIONAL USE STANDARDS

The standards for conditional uses 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 list is a summary of these findings:

- The conditional use will not have a detrimental impact on the public health, safety, morals, comfort, or general welfare;
- The conditional use will not be injurious to the use, enjoyment, or value of other properties in the vicinity or impede the orderly development of those properties;
- There is adequate provision for utilities, drainage, and design of access and egress to minimize congestion on Village streets; and
- The request is in compliance of the conditional use with the provisions of the Comprehensive Plan, Zoning Code, and other Village Ordinances

The Petitioner has stated 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 Petitioner states that they have been in business for over 50 years and have never posed a threat to the local community, nor been cited for any law violations. The Petitioner also states that the proposed development would be a benefit to the surrounding community by providing repair and remediation services on an emergency or contract basis. Further, the Petitioner states that adequate public utilities, access roads, drainage, and/or necessary facilities have been or will be provided, and current utilities are essentially sufficient to serve the proposed development. Finally, the Petitioner states the proposed development will provide a stable tax source for the Village, and elevate the standard for future Village projects and developments. Based on the information submitted, the surrounding uses, and the proposed development's compliance with the Village's long-range planning documents, staff recommends approval of the conditional use request. The proposed project would replace an underutilized industrial site with a suitable, alternative

use on parcels that have remained vacant for a long time.

STAFF RECOMMENDATION

Staff finds that the conditional use request meets the standards. Based on these findings, 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 recommend **approval** of the following motion:

"To approve:

1. A conditional use to allow for a contractor's storage yard, including the storage of construction materials, construction equipment, and construction vehicles, for the property located at 2400 E. Oakton Street, Case No. PZ-22-23, subject to the following conditions:
 - a. The Petitioner shall address all comments included in the Village review letters dated January 8, 2024 and January 12, 2024;
 - b. The construction materials, construction equipment, and construction vehicles shall not exceed a maximum height of twelve feet (12'-0");
 - c. The applicant shall submit a plat of consolidation application prior to building permit submittal; the plat shall be recorded with Cook County prior to the issuance of any Certificates of Occupancy;
 - d. A ten-foot (10') wide easement dedicated exclusively to the Village for water main purposes that runs along the entire length of the west lot line shall be provided by the Petitioner. The easement shall be recorded with the property prior to the issuance of a building permit;
 - e. The design shall meet all Village, and other agency (MWRD, IDNR, IDOT, FEMA, etc.) requirements. This includes the possibility of obtaining a Conditional Letter of Map Revision (CLOMR) from FEMA prior to beginning construction;
 - f. The appropriate code analysis, architectural, structural, mechanical, electrical, plumbing, energy, and accessibility drawings shall be prepared for permit application review to the Village; and
 - g. Compliance with all applicable Village Code requirements, including, but not limited to, zoning, fire code, sign code regulations, environmental health, and building regulations."

The Village Board'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:

William J. Cooney, AICP
Director of Community Development



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: P&Z - PZ-22-23 Date of Submission: 11/27/2023 Hearing Date: 1/25/2024

Project Name/Address: 2400 E. Oakton Street

I. Subject Property

Address(es): 2400 E Oakton, Mount Prospect, IL 60056

Zoning District (s): I-1 Property Area (Sq.Ft. and/or Acreage): 5.02 Acres

Parcel Index Number(s) (PIN(s)): 08-23-400-009-0000, 08-23-400-010-0000, 08-23-400-011-0000

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

☒ Conditional Use: For Outdoor Equipment and Material Storage Contractor's storage yard

☐ Variation(s): To _____

☐ Zoning Map Amendment: Rezone From _____ To _____

☐ Zoning Text Amendment: Section(s) _____

☐ Other: _____

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

See Attached Exhibit "A"

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

Name: Mark DiMeo Corporation: DiMeo Bros. Inc

Address: 720 Richard Lane

City, State, ZIP Code: Elk Grove Village, IL 60007

Phone: 847-640-2240 Email: john@dimeobros.com

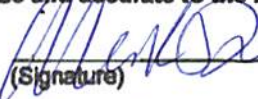
Interest in Property: Buyer and Developer for DiMeo Bros
(e.g. owner, buyer, developer, lessee, architect, etc...)

V. Property Owner	
☐ Check if Same as Applicant	
Name: <u>Aleksandar Mimic</u>	Corporation: <u>2400 Oakton Street LLC</u>
Address: <u>677 N. Larch Ave</u>	
City, State, ZIP Code: <u>Elmhurst, IL 60126</u>	
Phone: <u>630-993-3862</u>	Email: <u>cmergenthaler@darwinpw.com</u>
Chris Mergenthaler-DarwinPW Authorized Agent for Property Communications Authorized agent for property Communications	

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:


 (Signature)
Mark Dimeo
 (Print or Type Name)

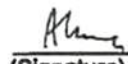
Date:

11/22/2023

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:


 (Signature)
Aleksandar Mimic
 (Print or Type Name)

Date:

11/21/2023

DiMeo Bros., Inc.

720 Richard Lane
Elk Grove, IL 60007

Phone 847.640.2240
Fax 847.640.2221

“EXHIBT A”

Nov 21, 2023

Village of Mt Prospect
Attn: Moiez Khan
50 S Emerson St
Mt Prospect, IL 60056

Dear Mr Khan,

We want to sincerely thank you for considering our move into your flourishing town.

DiMeo Brothers has been around for over 50 years. It was started by my father and uncle in 1973 out of necessity, that special kind of inspiration called The American Dream. Now, my brother John and I continue to bring that dream to life each day.

We propose to purchase 2400 Oakton, remediate the property, and construct a state-of-the-art office building and shop like the one we currently operate in Elk Grove. Except more in line for this modern age. As it stands, 2400 Oakton is zoned I-1 and would allow for our contractor offices. However, we would require and are seeking a conditional-use permit to allow for the outdoor storage of our equipment and material. Based on our observations, the surrounding area accommodates multiple businesses with similar work practices and in need of outdoor storage.

DiMeo Brothers operates a profitable construction business that has grown into \$40-50 million in revenue over recent years. We run a successful operation because we invest our resources in both people and the technology that will help our employees perform at high levels. Therefore, it is the right step forward to continue on that path and invest in a new facility to help bring DiMeo Brothers to new heights.

Our move is also the right step for Mt Prospect since we will bring myriad benefits to your village. First, we are a sewer-and-water contractor that can be a valuable resource for repairs on public and private property. Second, we can become an even more competitive bidder on public projects as efficiencies are realized. Third, we can be looked to for employment opportunities as we try to maintain and possibly increase our base of 70-75 employees. Fourth, there will be an immediate economic impact for local businesses as our subcontractors are in need of resources, such as fuel and accessories, and our employees frequent the area.

It has been a very trying time in deciding where to move DiMeo Brothers after decades of stability and prosperity. It is with confidence and optimism that we have chosen Mt Prospect to be our next home and epicenter for years to come.

Sincerely,

Mark DiMeo

Mark DiMeo, DiMeo Bros, Inc.

John DiMeo

John DiMeo, DiMeo Bros., Inc.

Affidavit of Ownership

COUNTY OF COOK)

STATE OF ILLINOIS)

I, ALEXANDAR MINE, 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 2400 Oakton St. Mount Prospect, IL 60005

(property address and PIN) 08-23-400-009-0000, 08-23-400-010-0000, 08-23-400-011-0000

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

[Signature]
Signature

Subscribed and sworn to before

me this 20 day of

november 2023.

[Signature]
Notary Public



Doc# 2103406263 Fee: \$98.00

Karen A. Yarbrough

Cook County Clerk

Date: 02/03/2021 11:19 AM Pg: 1 of 5

Dec ID 20201201681054

ST/CO Stamp 0-413-450-256 ST Tax \$3,200.00 CO Tax \$1,600.00

PREPARED BY:

Rock Fusco & Connelly, LLC
321 N. Clark Street, Suite 2200
Chicago, Illinois 60654
Attention: Patrick Clancy

AFTER RECORDING RETURN TO:

Rock Fusco & Connelly LLC
John J. Rock
321 N. Clark Street, Ste. 2200
Chicago, Illinois 60654

TAX BILL MAIL TO:

2400 Oakton Street LLC
621 IL Rt. 83, Ste. 240
Bensenville, Illinois 60106

CT# 20CNW643012RM

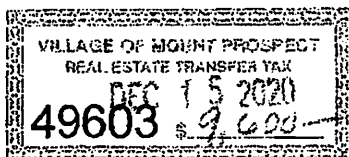
SPECIAL WARRANTY DEED

December 10th, 2020

THE GRANTOR, MAYO PROPERTIES, LLC, an Illinois limited liability company (hereinafter referred to as "Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid to Grantor by 2400 OAKTON STREET LLC, an Illinois limited liability company (hereinafter referred to as "Grantee"), whose mailing address is 621 IL Rt. 83, Ste. 240, Bensenville, Illinois 60106, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, by these presents does GRANT, SELL, and CONVEY unto Grantee and its successors and assignees forever all of Grantor's rights, title, and interests in and to that certain tract of real property located in Cook County, Illinois and more particularly described in Exhibit A attached hereto, together with any and all rights appertaining thereto, and any and all of the improvements located thereon (said real property together with any and all of the related improvements, rights, and appurtenances belonging or appertaining thereto, and any and all of the improvements located thereon, being collectively referred to as the "Property").

TO HAVE AND TO HOLD the Property unto Grantee and its heirs, executors, administrators, legal representatives, successors and assignees forever; and Grantor hereby binds itself and its successors and assignees to WARRANT AND FOREVER DEFEND the Property unto Grantee and its heirs, executors, administrators, legal representatives, successors and assignees against every person lawfully claiming by, through, or under Grantor, but not otherwise; provided that this conveyance and the covenants and warranties of Grantor herein contained are subject to the matters described in Exhibit B attached hereto.

Signature page follows.



CONFIDENTIAL

CONFIDENTIAL
EXCLUDED FROM AUTOMATIC
DOWNGRADING AND
DECLASSIFICATION

CONFIDENTIAL

CONFIDENTIAL

CONFIDENTIAL

CONFIDENTIAL

CONFIDENTIAL

CONFIDENTIAL

CONFIDENTIAL
The following information is being furnished to you for your information only. It is not to be distributed outside your agency or used for any purpose other than that for which it was furnished. It is the property of the Department of Defense and is loaned to you. It is to be destroyed when it is no longer needed for the purpose for which it was furnished. It is not to be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without prior written permission of the Department of Defense.

CONFIDENTIAL

CONFIDENTIAL
The following information is being furnished to you for your information only. It is not to be distributed outside your agency or used for any purpose other than that for which it was furnished. It is the property of the Department of Defense and is loaned to you. It is to be destroyed when it is no longer needed for the purpose for which it was furnished. It is not to be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without prior written permission of the Department of Defense.

CONFIDENTIAL
EXCLUDED FROM AUTOMATIC
DOWNGRADING AND
DECLASSIFICATION

PREPARED BY:

Rock Fusco & Connelly, LLC
321 N. Clark Street, Suite 2200
Chicago, Illinois 60654
Attention: Patrick Clancy

AFTER RECORDING RETURN TO:

Rock Fusco & Connelly LLC
John J. Rock
321 N. Clark Street, Ste. 2200
Chicago, Illinois 60654

TAX BILL MAIL TO:

2400 Oakton Street LLC
621 IL Rt. 83, Ste. 240
Bensenville, Illinois 60106

CT# 20CNW643012RM

RECORDED ELECTRONICALLY	
ID _____	County _____
Date _____	Time _____
simplifile www.simplifile.com 800.460.5657	

SPECIAL WARRANTY DEED

December ¹⁰~~11~~, 2020

THE GRANTOR, **MAYO PROPERTIES, LLC**, an Illinois limited liability company (hereinafter referred to as "**Grantor**"), for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid to Grantor by **2400 OAKTON STREET LLC**, an Illinois limited liability company (hereinafter referred to as "**Grantee**"), whose mailing address is 621 IL Rt. 83, Ste. 240, Bensenville, Illinois 60106, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, by these presents does GRANT, SELL, and CONVEY unto Grantee and its successors and assignees forever all of Grantor's rights, title, and interests in and to that certain tract of real property located in Cook County, Illinois and more particularly described in Exhibit A attached hereto, together with any and all rights appertaining thereto, and any and all of the improvements located thereon (said real property together with any and all of the related improvements, rights, and appurtenances belonging or appertaining thereto, and any and all of the improvements located thereon, being collectively referred to as the "**Property**").

TO HAVE AND TO HOLD the Property unto Grantee and its heirs, executors, administrators, legal representatives, successors and assignees forever; and Grantor hereby binds itself and its successors and assignees to WARRANT AND FOREVER DEFEND the Property unto Grantee and its heirs, executors, administrators, legal representatives, successors and assignees against every person lawfully claiming by, through, or under Grantor, but not otherwise; provided that this conveyance and the covenants and warranties of Grantor herein contained are subject to the matters described in Exhibit B attached hereto.

Signature page follows.



CONFIDENTIAL
EXCLUDED FROM AUTOMATIC
DOWNGRADING AND
DECLASSIFICATION

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 08/14/01 BY 60322
UCBAW/STP

CONFIDENTIAL
EXCLUDED FROM AUTOMATIC
DOWNGRADING AND
DECLASSIFICATION

CONFIDENTIAL

THIS DOCUMENT CONTAINS INFORMATION THAT IS UNCLASSIFIED
EXCEPT WHERE SHOWN OTHERWISE. IT IS THE POLICY OF THE
DEPARTMENT OF DEFENSE TO RELEASE THIS INFORMATION TO THE
PUBLIC IN ACCORDANCE WITH THE NATIONAL ARCHIVES
RECORDS MANAGEMENT ACT OF 1950, AS AMENDED, AND
EXECUTIVE ORDER 11652, WHICH PROVIDES THAT ALL
DEFENSE INFORMATION IS TO BE RELEASED TO THE PUBLIC
UNLESS IT CAN BE PROVEN THAT DISCLOSURE WOULD BE
DAMAGEFUL TO THE NATIONAL DEFENSE. THIS INFORMATION
IS BEING RELEASED TO THE PUBLIC IN ACCORDANCE WITH
THE ABOVE-mentioned ACTS AND ORDER.

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 08/14/01 BY 60322 UCBAW/STP

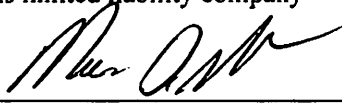
THIS DOCUMENT CONTAINS INFORMATION THAT IS UNCLASSIFIED
EXCEPT WHERE SHOWN OTHERWISE. IT IS THE POLICY OF THE
DEPARTMENT OF DEFENSE TO RELEASE THIS INFORMATION TO THE
PUBLIC IN ACCORDANCE WITH THE NATIONAL ARCHIVES
RECORDS MANAGEMENT ACT OF 1950, AS AMENDED, AND
EXECUTIVE ORDER 11652, WHICH PROVIDES THAT ALL
DEFENSE INFORMATION IS TO BE RELEASED TO THE PUBLIC
UNLESS IT CAN BE PROVEN THAT DISCLOSURE WOULD BE
DAMAGEFUL TO THE NATIONAL DEFENSE. THIS INFORMATION
IS BEING RELEASED TO THE PUBLIC IN ACCORDANCE WITH
THE ABOVE-mentioned ACTS AND ORDER.

CONFIDENTIAL

IN WITNESS WHEREOF, Grantor has executed and delivered this Special Warranty Deed as of the first date written above.

GRANTOR

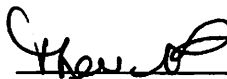
MAYO PROPERTIES, LLC,
an Illinois limited liability company


x _____
By: Michael D. Moran
Its: Manager

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Michael D. Moran as Manager of Mayo Properties, LLC, personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and swore and acknowledged under oath that he/she signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 10 day of December, 2020.



NOTARY PUBLIC

My Commission Expires: 9-23-24

(SEAL)



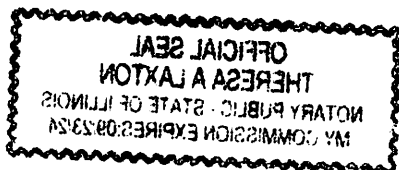


EXHIBIT A

LEGAL DESCRIPTION

THE SOUTH ½ OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ (EXCEPT THE EAST 974.00 FEET, AS MEASURED ON THE NORTH AND SOUTH LINES THEREOF, AND EXCEPT THE SOUTH 50.0 FEET THEREOF) IN SECTION 23, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, COUNTY OF COOK, STATE OF ILLINOIS.

PINS: 08-23-400-009-0000; 08-23-400-010-0000 AND 08-23-400-011-0000

COMMONLY KNOWN AS 2400 N. OAKTON STREET, MOUNT PROSPECT, ILLINOIS 60056

EXHIBIT B

PERMITTED EXCEPTIONS

- Taxes for the year 2020 and subsequent years.
- Rights of Way for drainage tiles, ditches, feeders, laterals and underground pipes, if any.
- Rights of the public, the State of Illinois and the municipality in and to that part of the Land, if any, taken or used for road purposes.
- Terms and provisions of Ordinance No. 6318, annexing certain property to the Village of Mount Prospect as disclosed by instrument recorded May 5, 2017 as Document No. 1712513065.
- Terms and provisions of Ordinance No. 6327, annexing certain property to the Village of Mount Prospect as disclosed by instrument recorded May 31, 2017 as Document No. 1715129000.
- Note: This policy shall not be construed as insuring any part of the Land falling in the East 974 feet of the South ½ of the Southwest ¼ of the South East ¼ of Section 23, Township 41 North, Range 11, East of the Third Principal Meridian, aforesaid.

(affects all of the Land except the North 478 feet thereof)

- Grant of easement recorded January 13, 1975 as document 22960776 made by First Arlington National Bank of Arlington Heights, as trustee under trust number A521 to Northern Illinois Gas Company, its successors and assigns of a perpetual easement and right of way for the purpose of laying, maintaining,
- operating, renewing, replacing and removing gas mains and any necessary gas facilities appurtenant thereto, together with the right of access thereto for said purposes, in, upon, under, along and across the West 10 feet of the East 35 feet and the North 10 feet of the South 195 feet of the Land.
- Terms, provisions, covenants and conditions contained in easement grant recorded February 25, 1975 as document 23005388 made by First Arlington National Bank of Arlington Heights, as trustee under trust number A521 to the Metropolitan Sanitary District of Greater Chicago, a Municipal Corporation of Illinois its successors and assigns, the perpetual easement and the temporary easement, right, permission and authority to construct, reconstruct, repair, replace, operate and maintain the intercepting sewer under and through the Land described in said instrument.

(permanent easement over the South 20 feet of the Land temporary easement over the North 20 feet of the South 40 feet of the Land).

- Electric and telephone facilities agreement recorded March 3, 1975 as document 23009657 made by First Arlington National Bank of Arlington Heights, as trustee under trust number A521 to the Commonwealth Edison Company and the Illinois Bell Telephone Company their successors and assigns of an easement for public utilities purposes to install their respective electrical facilities and communication facilities in and upon the Land described in said instrument.
- Grant of easement recorded October 7, 1975 as document 23246500 made by First Arlington National Bank of Arlington Heights, as trustee under trust number A521 to Union Oil Company of California, of an easement 10 feet in width, 5 feet on either side over, across and under the Land described in said instrument for purposes of constructing, inspecting, repairing, maintaining, replacing and removing a 12 inch diameter storm sewer line to empty into a run-off stream commonly referred to as Higgins Creek.

(affects the East 10 feet of the West 350 feet of approximately the North 15 feet of the Land)

- Notice of requirements for storm water detention dated June 24, 1978 and recorded August 24, 1978 as document 24597815 executed by Lakeview Trust and Savings Bank.

- Rights of the owners of Land bordering Higgins Creek in respect to the waters of said Higgins Creek.
- Possible easement for utilities along the Southerly line of the Land as disclosed by Wood Utility Poles shown on survey 81.101 by George D. Harlser.
- Encroachment of the 2 story Brick Building and one story brick building concrete foundation located mainly on the Land onto the easement shown herein at exception reference letter(s) 'N' as shown on plat of survey number 950233 prepared by George D. Harker & Associates dated December 1, 1995.

(affects the South 241.0 feet of the Land)

LAW OFFICES
ROCK FUSCO & CONNELLY, LLC

PATRICIA SAN MARTIN
DIRECT: (312) 970-3405

321 NORTH CLARK STREET
SUITE 2200
CHICAGO, ILLINOIS 60654
(312) 494-1000
FAX (312) 494-1001
WWW.RFCLAW.COM

PSANMARTIN@RFCLAW.COM

October 19, 2021

2400 Oakton Street LLC
621 IL Rt. 83, Ste 40
Bensenville, IL 60106

RE: 2400 N. Oakton Street, Mount Prospect, IL 60056

Dear Sir or Madam:

Enclosed you will find the original recorded Quit Claim Deed for the above referenced captioned matter. Please keep this document in safe place for future reference.

Thank you for the opportunity of representing you in this matter. Should you have any questions or need further assistance, please do not hesitate to contact me.

Sincerely,
ROCK FUSCO & CONNELLY, LLC



Patricia San Martin,
Real Estate Legal Assistant

Enclosures

Your Property Tax Overview

TOTAL TAXING DISTRICT DEBT ATTRIBUTED TO YOUR PROPERTY

Total Taxing District Debt Attributed to Your Property: **\$77,644**
Property Value: **\$789,130**
Total Debt % Attributed to Your Property Value: **9.8%**

To see the 20-Year History of Your Property Taxes, [click here](#).

Note: The above amounts are illustrations of how much government debt could be attributed to your property based on its 2021 value.

[See Details Here](#)

OVERVIEW - PAYMENTS

Property Index Number (PIN): 08-23-400-009-0000

[BEGIN A NEW SEARCH](#)

Scroll down for more information.



[Incorrect Image? Click Here.](#)

Property Location:
2400 E OAKTON ST
ARLINGTON HEIGHTS, IL 60005-4820
Volume: 050

Mailing Information:
2400 OAKTON STREET LLC
677 N LARCH AVE
ELMHURST, IL 60126-1521
[Update Your Information](#)

Are Your Taxes Paid?

Tax Year 2021 (billed in 2022) Total Amount Billed: \$22,548.35

1st INSTALLMENT - Tax Year 2021

Original Billed Amount: \$12,069.38
Due Date: 03/01/2022
Tax: \$0.00
Interest: \$0.00
Current Amount Due: \$0.00

2nd INSTALLMENT - Tax Year 2021

Original Billed Amount: \$10,478.97
Due Date: 12/30/2022
Tax: \$0.00
Interest: \$0.00
Current Amount Due: \$0.00

Total Amount Due: **\$0.00**

[Expand Payment Details](#) ▼

Tax Year 2022 (billed in 2023) Total Amount Billed: \$19,742.54

1st INSTALLMENT - Tax Year 2022

Original Billed Amount: \$12,401.59
Due Date: 04/03/2023
Tax: \$12,401.59
Interest: \$1,488.16
Current Amount Due: \$13,889.75

2nd INSTALLMENT - Tax Year 2022

Original Billed Amount: \$7,340.95
Due Date: 12/01/2023
Tax: \$7,340.95
Interest: \$0.00
Current Amount Due: \$7,340.95

Total Amount Due: **\$21,230.70**

PENDING ONLINE PAYMENT ALERT:

An online payment of \$21,230.70 was initiated on Tuesday, November 21, 2023.

Your Total Amount Due will update once funds have been received from your bank.

Collapse Payment Details ▲

No payment detail records have been found.

About payments:

- Payments are recorded the date they are received. They appear on the website about three business days later.
- The current amount due is as of Wednesday, November 22, 2023. Questions about payments? [Contact Us](#).
- To find out if taxes for this PIN were sold or are delinquent for Tax Year 2020 and earlier, search the [Cook County Clerk's](#) records.

Download Your Tax Bill

Open a PDF of your tax bill that can be printed and used to pay in person or by mail.

 [Tax Year 2021 Second Installment](#) Due Friday, December 30, 2022

 [Tax Year 2022 Second Installment](#) Due Friday, December 1, 2023

Stop receiving your tax bill by mail.

 [Sign up for eBilling to receive future tax bills via email.](#)

Are There Any Overpayments on Your PIN?

Our records do not indicate a refund available on the PIN you have entered.

Have You Received Your Exemptions in These Tax Years?

DiMeo Bros., Inc.

720 Richard Lane
Elk Grove, IL 60007

Phone 847.640.2240
Fax 847.640.2221

“EXHIBIT D”

Nov 21, 2023

Village of Mt Prospect
Attn: Moiez Khan
50 S Emerson St
Mt Prospect, IL 60056

Dear Mr Khan,

DiMeo Brothers intends to purchase the property located at 2400 Oakton in Mt Prospect, remediate the property, and construct a state-of-the-art office building and shop like the one we currently operate in Elk Grove. Except more in line for this modern age. The property would be used solely for the purposes of DiMeo Brothers and related entities. As it stands, 2400 Oakton is zoned I-1 and would allow for our contractor offices. However, we would require and are seeking a conditional-use permit to allow for the outdoor storage of our equipment and material.

Thank you very much for your attention to these matters.

Sincerely,

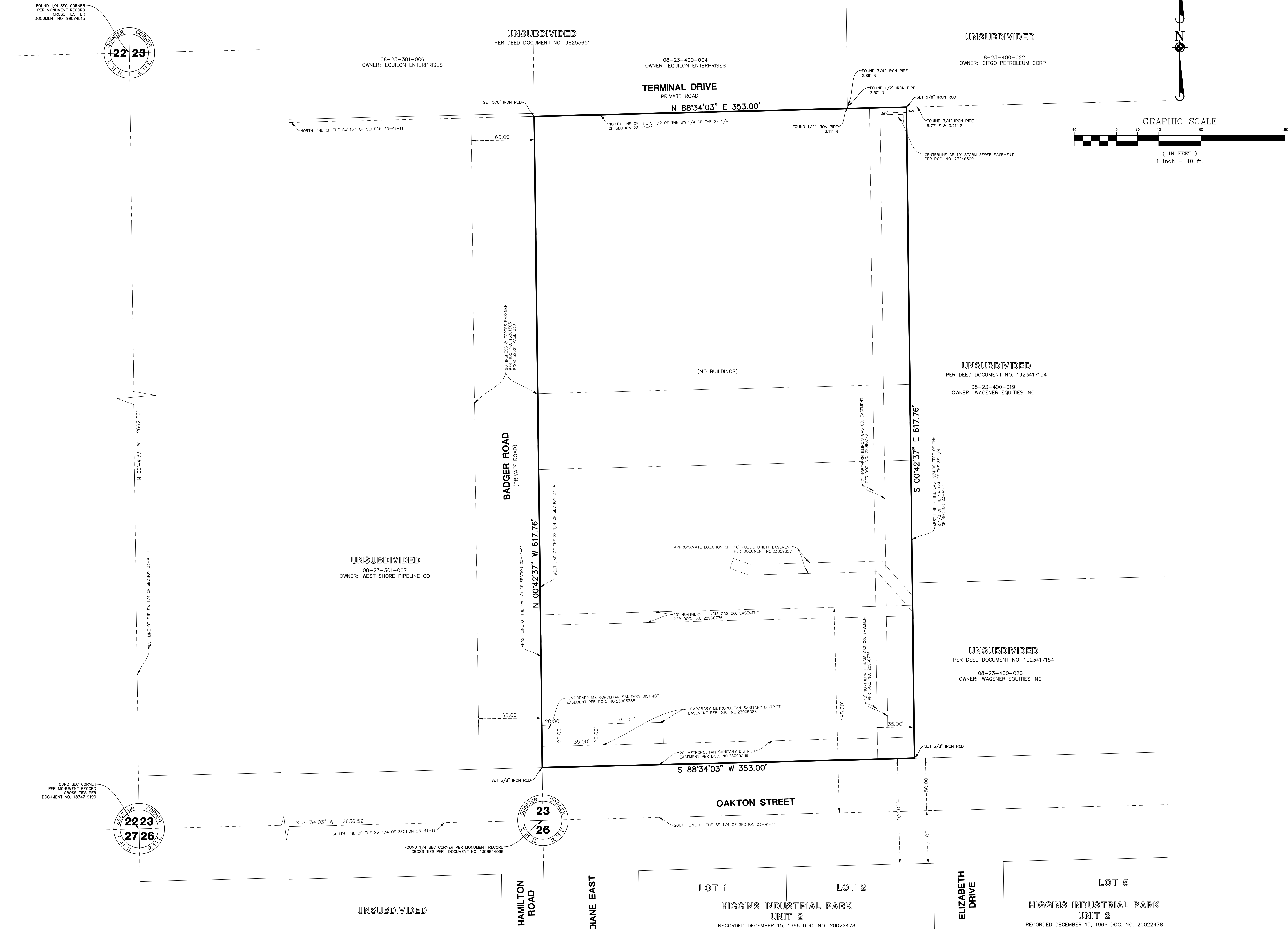
Mark DiMeo

Mark DiMeo
DiMeo Bros., Inc.

John DiMeo

John DiMeo
DiMeo Bros., Inc.

ALTA/NSPS LAND TITLE SURVEY

[illegible]

Manhard
CONSULTING LTD.

One Overlook Point, Suite 200, Lincolnshire, IL 60069
Civil Engineers • Surveyors • Water Resources Engineers
Water & Wastewater Engineers
p6347.6534.15500 kcs97.6534.0095 manhard.com

2400 E OAKTON STREET

MOUNT PROSPECT, IL

ALTA/NSPS LAND TITLE SURVEY

2013 WATKINS CONSULTING, LTD. ALL RIGHTS RESERVED

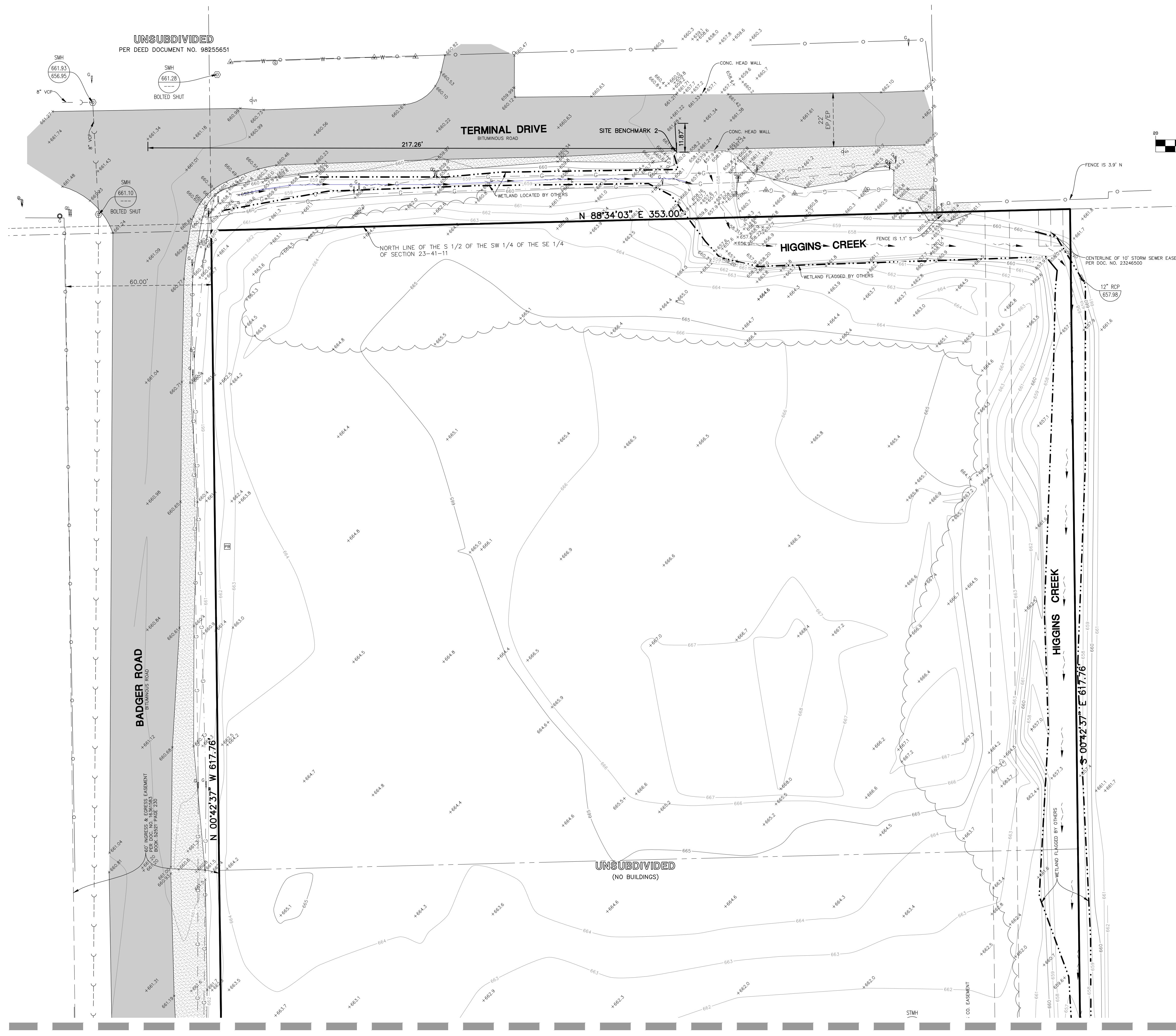
PROJ. MGR.:	<u>ME</u>
PROJ. ASSOC.:	<u>JDB</u>
DRAWN BY:	<u>PJD</u>
DATE:	<u>11/05/19</u>
SCALE:	<u>1"=40'</u>

SHEET

2 OF 4

LECMPILO1

ALTA/NSPS LAND TITLE SURVEY



LEGEND

- | | |
|--|---|
| | = EX. PROPERTY LINE |
| | = EX. EASEMENT LINE |
| | = EX. SECTION LINE |
| | = EX. SIDEWALK |
| | = EX. CONCRETE CURB & GUTTER |
| | = EX. DEPRESSED CURB |
| | = EX. CHAIN-LINK FENCE |
| | = EX. WOOD FENCE |
| | = EX. WIRE FENCE |
| | = EX. STORM LINE |
| | = EX. SANITARY LINE |
| | = EX. FORCEMAIN LINE |
| | = EX. WATERMAIN LINE |
| | = EX. UNDERGROUND ELECTRIC |
| | = EX. UNDERGROUND FIBER OPTIC |
| | = EX. UNDERGROUND CABLE TELEVISION |
| | = EX. UNDERGROUND TELEPHONE |
| | = EX. UNDERGROUND GAS |
| | = EX. OVERHEAD WIRES |
| | = EX. TREE/BRUSH LINE |
| | = EX. WETLANDS |
| | = EX. FLOOD PLAIN LIMIT LINE |
| | = EX. WATER LINE |
| | = EX. 1 FOOT CONTOURS |
| | = EX. LANDSCAPE AREA |
| | = EX. GUARD RAIL |
| | = EX. DITCH/SWALE |
| | = EX. MISCELLANEOUS MANHOLE (MH) |
| | = EX. STORM MANHOLE (MH) |
| | = EX. STORM CATCH BASIN (CB) |
| | = EX. STORM INLET (INL) |
| | = EX. FLARED END SECTION (FES) |
| | = EX. RIP-RAP |
| | = EX. STORM SEWER MARKER |
| | = EX. STORM SEWER MARKER POST |
| | = EX. SANITARY MANHOLE (SMH) |
| | = EX. FIRE HYDRANT/AUX. VALVE |
| | = EX. VALVE BOX |
| | = EX. VALVE VAULT (V.V.V.) |
| | = EX. WATER SERVICE POST |
| | = EX. BUFFALO BOX |
| | = EX. WATER MARKER |
| | = EX. WATER MARKER POST |
| | = EX. GAS VALVE |
| | = EX. GAS METER |
| | = EX. GAS MANHOLE |
| | = EX. JULIE GAS MARKER |
| | = EX. GAS MARKER POST |
| | = EX. ELECTRICAL METER |
| | = EX. ELECTRICAL MANHOLE |
| | = EX. ELECTRIC HANDHOLE |
| | = EX. ELECTRIC PEDESTAL/BOX |
| | = EX. ELECTRICAL OUTLET |
| | = EX. JULIE ELECTRIC MARKER |
| | = EX. ELECTRIC MARKER POST |
| | = EX. ELECTRIC TRANSFORMER |
| | = EX. TELEPHONE MANHOLE |
| | = EX. TELEPHONE HANDHOLE |
| | = EX. TELEPHONE PEDESTAL |
| | = EX. TELEPHONE MARKER |
| | = EX. TELEPHONE MARKER POST |
| | = EX. TELEVISION MANHOLE |
| | = EX. TELEVISION PEDESTAL |
| | = EX. UTILITY POLE |
| | = EX. UTILITY POLE WITH LIGHT |
| | = EX. GUY WIRE |
| | = EX. LIGHT STANDARD |
| | = EX. STREET LIGHT |
| | = EX. SIGN |
| | = EX. SPOT ELEVATION |
| | = EX. BUSHES |
| | = EX. DECIDUOUS TREE WITH TRUNK DIAMETER IN INCHES |
| | = EX. CONIFEROUS TREE WITH TRUNK DIAMETER IN INCHES |
| | = EX. RIM ELEVATION |
| | = EX. INVERT ELEVATION |
| | = EX. BITUMINOUS PAVEMENT |
| | = EX. CONCRETE |
| | = EX. AGGREGATE |

MATCHLINE - SEE SHEET 4

[illegible]

Manhard
CONSULTING LTD.

One Overlook Point, Suite 290, Lincolnshire, IL 60069
Civil Engineers • Surveyors • Water Resources
Engineers • Water Pollution Engineers • Water & Wastewater Engineers
p619.77.6524.1550 k09.77.6524.0095 manhard.com

2400 E OAKTON STREET

MOUNT PROSPECT, IL

ALTA/NSPS LAND TITLE SURVEY

PROJ. MGR.:	ME
PROJ. ASSOC.:	JDB
DRAWN BY:	PJD
DATE:	11/05/19
SCALE:	1"=20'

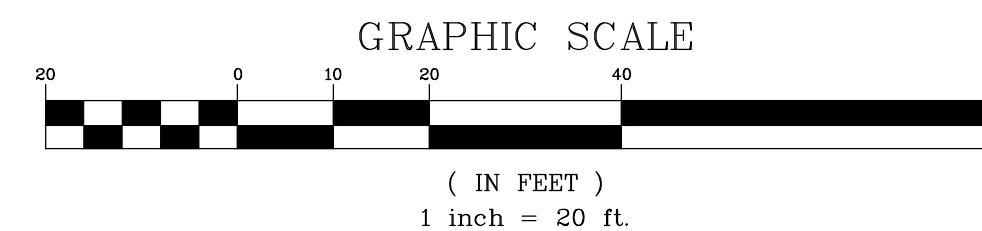
SHEET

3 OF 4

LECMPILO1

ALTA/NSPS LAND TITLE SURVEY

MATCHLINE - SEE SHEET 3



BENCHMARKS

REFERENCE BENCHMARK: (NGS PID:DM3900)
SURVEY DISK SET IN THE ABUTMENT OR PIER OF A LARGE
BRIDGE, THE DISK IS SET ON THE TOP OF THE SOUTH END
OF THE EAST ABUTMENT OF THE GOLF ROAD BRIDGE NO
016-0349 OVER SALT CREEK, APPROXIMATELY 0.3 MI WEST
OF THE INTERSECTION OF GOLF ROAD WITH NEW WILKE
ROAD, 3 FT SOUTH OF A CHAIN LINK FENCE.

ELEVATION= 696.09 DATUM=NAVD88-GEOID 12B

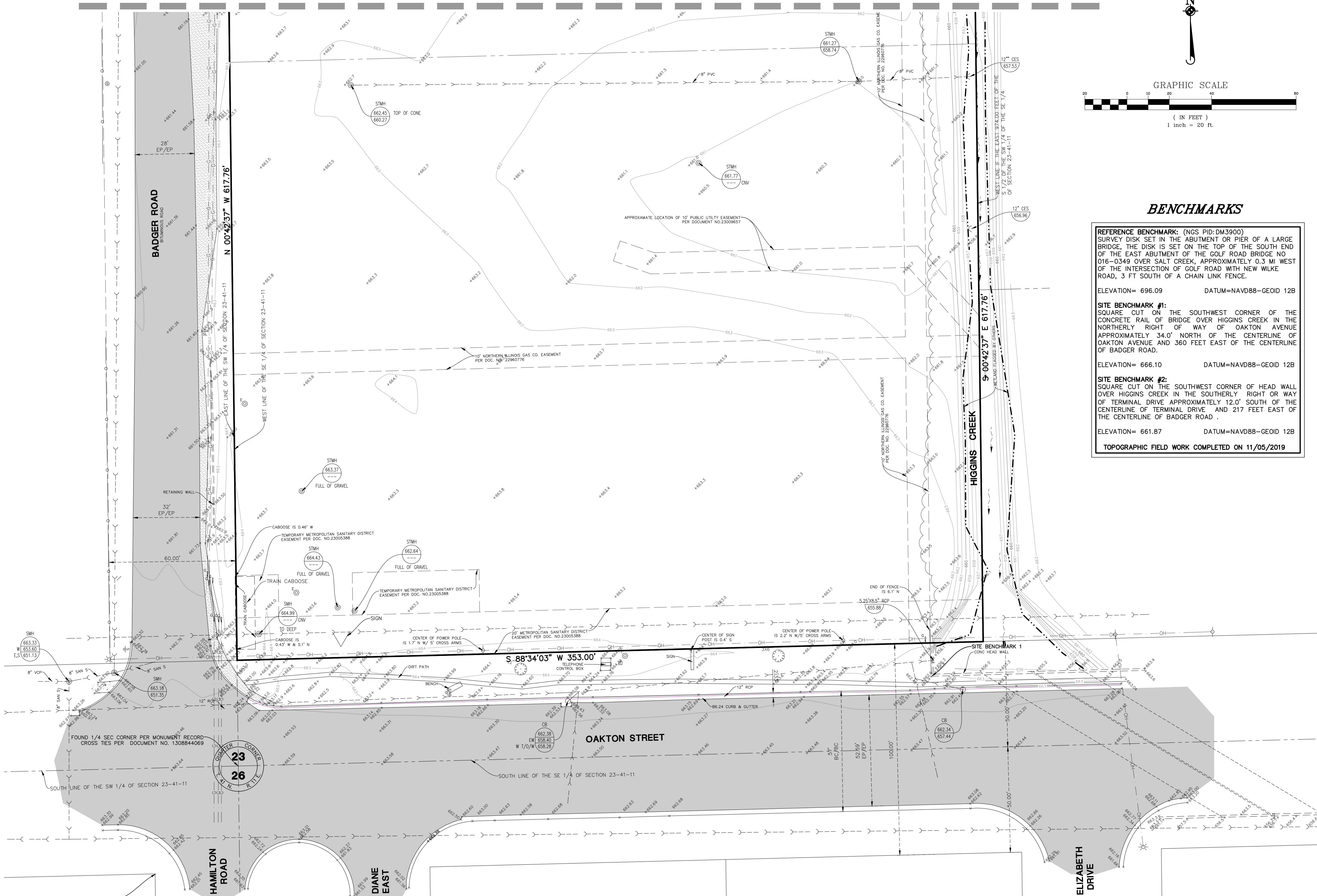
SITE BENCHMARK #1:
SQUARE CUT ON THE SOUTHWEST CORNER OF THE
CONCRETE RAIL OF BRIDGE OVER HIGGINS CREEK IN THE
NORTHERLY RIGHT OF WAY OF OAKTON AVENUE
APPROXIMATELY 34.0' NORTH OF THE CENTERLINE OF
OAKTON AVENUE AND 360 FEET EAST OF THE CENTERLINE
OF BADGER ROAD.

ELEVATION= 666.10 DATUM=NAVD88-GEOID 12B

SITE BENCHMARK #2:
SQUARE CUT ON THE SOUTHWEST CORNER OF HEAD WALL
OVER HIGGINS CREEK IN THE SOUTHERLY RIGHT OR WAY
OF TERMINAL DRIVE APPROXIMATELY 12.0' SOUTH OF THE
CENTERLINE OF TERMINAL DRIVE AND 217 FEET EAST OF
THE CENTERLINE OF BADGER ROAD .

ELEVATION= 661.87 DATUM=NAVD88-GEOID 12B

TOPOGRAPHIC FIELD WORK COMPLETED ON 11/05/2019

[illegible]

Manhard
CONSULTING LTD.

One Denbury Place, Suite 200, Lincolnshire, IL 60069
phone 708.455.0500 fax 708.455.0500
Civil Engineers • Surveyors • Water Resources Engineers • Water & Wastewater Engineers • Environmental Engineers

2400 E OAKTON STREET

MOUNT PROSPECT, IL

ALTA/NSPS LAND TITLE SURVEY

PROJ. MGR.:	ME	
PROJ. ASSOC.:	JDB	
DRAWN BY:	PJD	
DATE:	11/05/19	
SCALE:	1"=20'	

SHEET

4 OF 4

LECMPI01

“EXHIBIT O”

ALTA/NSPS LAND TITLE SURVEY

LEGAL DESCRIPTION

THE SOUTH $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ (EXECEPT
THE EAST 974.00 FEET, AS MEASURED ON THE NORTH AND SOUTH
LINES THEREOF, AND EXCEPT THE SOUTH 50.0 FEET THEREOF) IN
SECTION 23, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD
PRINCIPAL MERIDAN, COUNTY OF COOK, STATE OF ILLINOIS

PROPERTY AREA

218,051 SQUARE FEET (5.006 ACRES)

PROPERTY ADDRESS

2400 E OAKTON STREET
MOUNT PROSPECT, ILLINOIS

DiMeo Bros., Inc.

720 Richard Lane
Elk Grove, IL 60007

Phone 847.640.2240
Fax 847.640.2221

“EXHIBIT 7

Dec 29th, 2023

Village of Mt Prospect
Attn: Ann Choi
50 S Emerson St
Mt Prospect, IL 60056

Dear Ann,

Pursuant to the DiMeo Brothers’ proposal to purchase 2400 Oakton and rezone it for conditional use, allow this document to serve as Exhibit 1 in support of approval:

1. 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. DiMeo Bros. has been in business for over 50 years and has never posed a threat to the local community, nor been cited for any law violations. Our company takes great pride in working with villages and serving the public good.
2. 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. Our vision is to construct a state-of-the-art facility that will not only elevate the surrounding property values, but also the aesthetics of the local area. Additionally, DiMeo Bros. is currently located at the apex of a residential road, and has proven since its inception to conduct its business in a compatible fashion with its adjoining residential neighbors. Also, DiMeo Bros. would be a benefit to the surrounding area by being able to provide repair and remediation services on an emergency or contract basis.
3. 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. Our new state-of-the-art facility will bring a much-needed refreshing aesthetic to the surrounding community, while also helping to ignite growth in new business to the local area. DiMeo Bros. has recurring monthly shop, fuel, food, and miscellaneous supply expenses and is need of convenient local sources for fulfillment.
4. Adequate public utilities, access roads, drainage, and/or necessary facilities have been or will be provided. Current utilities are essentially sufficient to serve DiMeo Bros. A large underground stormtrap is planned per our site plan by Civil and Environmental Consultants (CEC) to help alleviate drainage issues. We also intend to install newly paved areas for parking lot and access roads, while beautifying the site with modern landscaping touches. A concealed fence will surround and defend the property.

5. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets. Two existing entrances will be sufficient to accommodate the needs of DiMeo Bros. Traffic flow for office personnel is limited to less than 15 vehicles, while traffic flow for business personnel is coordinated and streamlined with job activities each day.
6. The proposed conditional use is not contrary to the objectives of the current Comprehensive Plan for the Village. DiMeo Bros. has been in business over 50 years and will congruously assimilate with the local businesses in the surrounding area. Not only will our state-of-the-art property provide a stable tax source for the village, but it will also elevate the standard for future village projects and developments.
7. 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. DiMeo Bros. has been working in conjunction with the engineering firm CEC to develop a construction plan that meets the building codes and standards of Mount Prospect. Drawings have already been submitted for village review.

Thank you very much for your attention to these matters.

Sincerely,

Mark DiMeo

Mark DiMeo
DiMeo Bros., Inc.

John DiMeo

John DiMeo
DiMeo Bros., Inc.

MEMORANDUM TO: John DiMeo
DiMeo Brothers' Inc.

FROM: Brendan May, PE, PTOE
Senior Consultant

Luay R. Aboona, PE, PTOE
Principal

DATE: January 15, 2024

SUBJECT: Traffic Impact Statement
DiMeo Brothers HQ Relocation
Mount Prospect, Illinois

This memorandum summarizes the findings of a traffic impact evaluation prepared for the proposed relocation of the DiMeo Brothers HQ to 2400 East Oakton Street in Mount Prospect, Illinois. As proposed, the facility will contain a 29,330 square-foot building consisting of office and warehouse space. The site will provide 30 passenger vehicle parking spaces, 24 truck parking spaces, and storage for materials and heavy machinery. Access will be provided via two full-movement access drives off Oakton Street.

The purpose of this memorandum was to document the existing roadway conditions, estimate the traffic projected to be generated by the facility, provide a general assessment of the impact the traffic will have on the adjacent roadway system, and to review the proposed access configuration. **Figure 1** illustrates an aerial view of the site in relation to the area roadway network.

Existing Roadway Characteristics

Oakton Street is an east-west principal arterial roadway that in the vicinity of the site provides two travel lanes in each direction. Oakton Street operates under free flow conditions at its intersection with Badger Road, Hamilton Road, Diane East and Elizabeth Drive. Oakton Street is designated as a class II truck route north per Illinois Department of Transportation (IDOT) Designated Truck Route map. Oakton Street carries an annual average daily traffic (AADT) volume of 20,500 vehicles (IDOT 2021), has a posted speed limit of 40 miles per hour and is under the jurisdiction of the Illinois Department of Transportation (IDOT).

It should be noted that Badger Road borders the site on the west and Terminal Drive borders the site on the north and these roadways are private roadways that serve West Shore Pipeline and do not provide for any through traffic through the area.



Site Location

Figure 1

Proposed Development Plan

As proposed, the facility will contain an approximately 29,330 square-foot office building, 30 passenger vehicle parking spaces, 24 truck parking spaces, storage for heavy materials and machinery, with access proposed to be provided off Oakton Street at two locations:

- The western driveway will be located approximately 60 feet east of Badger Road. The access drive will provide one inbound lane and one outbound lane with the outbound movements under stop sign control. This access drive will only serve passenger vehicles.
- The eastern driveway will be located approximately 190 feet east of the Badger Road. The access drive will provide one inbound lane and one outbound lane with the outbound movements under stop sign control. This access drive will provide access for both passenger vehicles and trucks and should be designed to with adequate width and radii to accommodate the truck traffic without encroachment.

A copy of the proposed site plan is included in the Appendix.

Estimated Vehicle Trip Generation

Based on the information provided by the operator, DiMeo Brothers' Inc. currently has seven to 10 office employees, five to six garage employees, and six truck drivers. All of the employees start their day at 7:00 A.M. With the relocation of the headquarters to Mount Prospect, there will not be a significant growth expected to the number of employees operating at the new location as majority of the employee increase will be field employees that go directly to the job sites.

It should be noted that while 24 truck parking spaces will be provided, that these spots will be utilized for the parking of other heavy vehicles that are not utilized daily and that the number of truck trips during the peak hours is determined by the regular use of the six truck drivers.

For the purposes of this evaluation, it was assumed that all of the employees will arrive via a personal vehicle with the truck drivers leaving in a truck during the same hour. Conversely, during the weekday evening peak hour, the truck drivers will arrive back to the site in a truck and then all employees would leave in their personal vehicles. **Table 1** summarizes the estimated vehicle trip generation. As can be seen from Table 1, the proposed headquarters is estimated to generate a total of 50 to 60 (25 to 30 inbound and 25 to 30 outbound) trips on a typical weekday. Furthermore, the facility is only projected to generate 27 total trips during the weekday morning peak hour and 27 total trips during the weekday evening peak hour.

Table 1
ESTIMATED SITE GENERATED TRAFFIC VOLUMES

	Weekday Morning Peak Hour			Weekday Evening Peak Hour			Daily Two-Way Traffic
	In	Out	Total	In	Out	Total	
Trucks	0	5	5	5	0	5	10
Passenger Vehicles	22	0	22	0	22	22	44
Total	22	5	27	5	22	27	54

Traffic Evaluation

When the estimated peak hour traffic volumes anticipated to be generated by the proposed facility are compared to the existing traffic volumes on the surrounding roadways, the facility-generated traffic will not have a detrimental traffic impact on the area roadways based on the following:

- The proposed facility will generate approximately 27 trips during the weekday morning peak hour and the weekday evening peak hour.
- The site-generated trips will be distributed over two driveways, thus reducing the traffic load and potential delays.
- When compared to the daily traffic on Oakton Street, the proposed facility will increase the traffic by less than one percent.

Access Evaluation

As indicated earlier, access to the proposed facility will be provided off Oakton Street at two locations. The design of the access drives with one inbound lane and one outbound lane with outbound movements under stop sign control will ensure that efficient and adequate access will be provided. It should be noted that given that Oakton Street is under the jurisdiction of IDOT that the proposed access system will need to be reviewed and approved by IDOT.

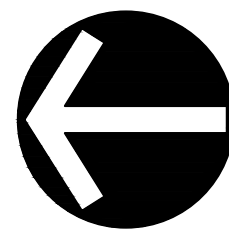
Based on the right-turn lane warrant criteria summarized in Chapter 36 of the IDOT *Bureau of Design and Environment* (BDE) Manual, the minimum threshold to warrant an exclusive right-turn lane is 40 vehicles during the peak hours. Since the proposed facility is projected to generate a total of 27 inbound trips during the peak hours which will be distributed over the two access drives with vehicles arriving from both directions, therefore a right-turn lane will not be warranted.

Conclusions

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

- The proposed facility will be a low traffic generator that will increase the volume of traffic on Oakton Street by less than one percent.
- The proposed access system consisting of two full-movement access drives off Oakton Street will provide site access flexibility that will ensure efficient and flexible access is provided.
- Outbound movements from both access drives should be under stop sign control.
- Exclusive right-turn lanes will not be warranted on Oakton Street at either driveway.

Appendix



NORTH

GROSS BOUNDARY AREA 217,757 S.F. OR (5.00 AC.)
NET BOUNDARY AREA 217,757 S.F. OR (5.00 AC.)
ROW DEDICATED N/A

AREA

PROPOSED PERVIOUS AREA 57,974 S.F. (26.62%)
PROPOSED IMPERVIOUS AREA 159,783 S.F. (73.38%)
BUILDING 29,330 S.F.
PAVEMENT/SIDEWALK 130,453 S.F.

PARKING REQUIRED
OFFICE 5,000 S.F. x (4.0 SPACES/1,000 S.F.) 20 SPACES
WAREHOUSE 23,500 S.F. x (1.0 SPACES/1,500 S.F.) 16 SPACES
TOTAL 36 SPACES

PARKING PROVIDED
REGULAR SPACES 29 SPACES
TRUCK SPACES 35 SPACES
HANDICAP SPACES 2 SPACES
TOTAL 66 SPACES

VILLAGE OF MOUNT PROSPECT ZONING

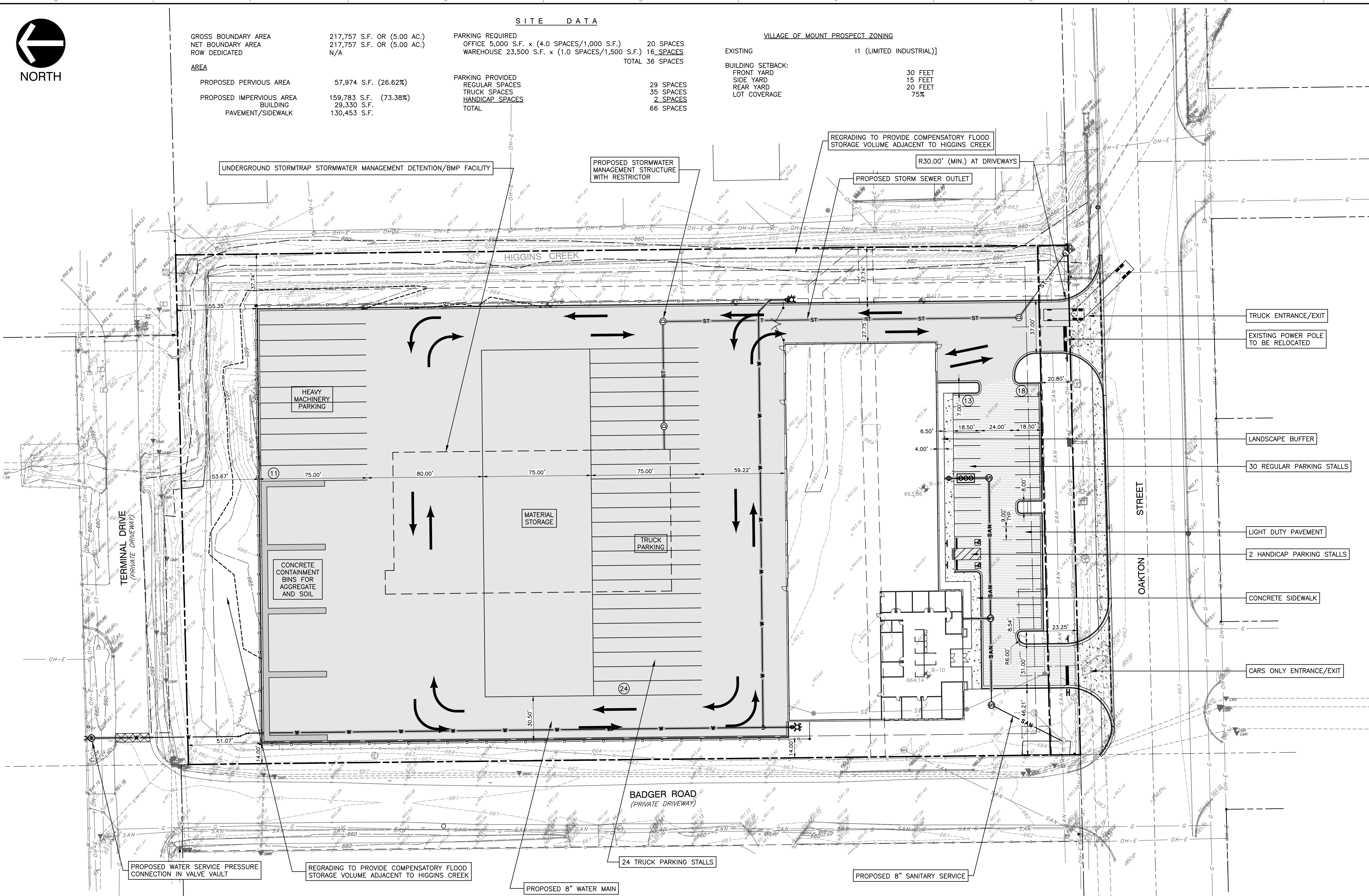
EXISTING 11 (LIMITED INDUSTRIAL)]
BUILDING SETBACK:
FRONT YARD 30 FEET
SIDE YARD 15 FEET
REAR YARD 20 FEET
LOT COVERAGE 75%

HIGGINS CREEK

TERMINAL DRIVE
(PRIVATE DRIVEWAY)

BADGER ROAD
(PRIVATE DRIVEWAY)

OAKTON STREET



REFERENCE

1. SURVEY IS BASED UPON FIELD OBSERVATIONS MADE ON SEPTEMBER 9, 2020 BY CIVIL & ENVIRONMENTAL CONSULTANTS, INC.
2. FIELD DATUM SHOWN HEREON IS ILLINOIS STATE PLANE NAVD83 (2011) NAVD88 (VRS) GEOID18 - U.S. SURVEY FOOT
3. UNDERGROUND UTILITY INFORMATION SHOWN HEREON IS BASED UPON FIELD OBSERVATIONS, ATLAS MAPS PROVIDED BY UTILITY COMPANIES AND THE VILLAGE OF MOUNT PROSPECT.
4. SEE COVER SHEET FOR LEGEND ELEMENTS.

NOTE

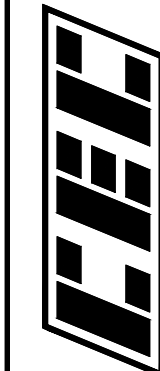
1. SANITARY SEWER IS OWNED AND MAINTAINED BY ELK GROVE TOWNSHIP
2. ALL DIMENSIONS TIES TO BOUNDARY PROPERTY LINE ARE PERPENDICULAR

SCALE IN FEET
0 30 60

SITE IMPROVEMENT PLAN

DRAWING NO. CP03

SHEET 3 OF 4



Civil & Environmental Consultants, Inc.
1230 East Diehl Road, Suite 200 - Naperville, IL 60563
630-963-6026 - 877-963-6026
www.cecinc.com

DIMEO BROTHERS, INC.
720 RICHARD LANE
ELK GROVE VILLAGE, ILLINOIS

DATE: 11/14/2023
DWG SCALE: 1"=30'
PROJECT NO: 336-170.001
APPROVED BY: [Signature]
MSK
DRAFT
336-170.001
DRAFT

REVISION RECORD

DESCRIPTION

NO. DATE

A:\300-2001\336-1701-CADD\Draw\CP01-Conceptual Plans\336170-CP01-Cover Sheet.dwg(2023) 15:12/29/2023 - n:\mug - LP: 12/29/2023 11:01 AM

CONCEPT PLANS

2400 EAST OAKTON STREET

SITE IMPROVEMENTS

MOUNT PROSPECT, ILLINOIS

PIN: 08-23-400-009-0000
08-23-400-010-0000
08-23-400-011-0000
ADDRESS: 2400 E. OAKTON ST.
ARLINGTON HEIGHTS,
ILLINOIS 60005

PROPOSED	EXISTING	DESCRIPTIONS
		BOUNDARY PROPERTY LINE
		PROPERTY LINE
		RIGHT-OF-WAY
		UNDERLYING PROPERTY LINE
		CENTER LINE
		EASEMENT LINE
		SETBACK LINE
		SECTION LINE
		WATERS OF U.S.
		RIPARIAN BUFFER
		FLOODPLAIN BASE FLOOD ELEVATION (BFE)
---	---	INDEX (MAJOR) CONTOUR
---	---	INTERMEDIATE (MINOR) CONTOUR
-X-X-X-X-	-X-X-X-X-	EXISTING FENCE LINE
-/-/-/-/-	-/-/-/-/-	EXISTING WOOD FENCE LINE
=====	=====	CURB AND GUTTER
=====	=====	REVERSE PITCH CURB AND GUTTER
-----	-----	EDGE OF PAVEMENT
-----	-----	EDGE OF GRAVEL
-----	-----	PAVEMENT SHOULDER
ST	ST	STORM PIPE
→	→	DOWNSPOUT SERVICE LINE
W	W	WATER LINE
SAN	SAN	SANITARY SEWER LINE
FM	FM	PROPOSED FORCEMAIN
G	G	GAS LINE
OH-W	OH-E	OVERHEAD WIRE
E	E	ELECTRIC LINE
C	C	CABLE LINE
FO	FO	FIBER OPTIC LINE
T	T	TELEPHONE LINE
~~~~~	~~~~~	GUIDE RAIL
~~~~~	~~~~~	TREELINE
~~~~~	~~~~~	PROPOSED TRENCH BACKFILL
~~~~~	~~~~~	PROPOSED CONCRETE
~~~~~	~~~~~	PROPOSED ASPHALT PAVEMENT (LIGHT DUTY)
~~~~~	~~~~~	PROPOSED ASPHALT PAVEMENT (HEAVY DUTY)
~~~~~	~~~~~	PROPOSED RIPRAP
~~~~~	~~~~~	BUILDING
~~~~~	~~~~~	PROPOSED SLOPE LABEL
~~~~~	~~~~~	PROPOSED SPOT ELEVATION
~~~~~	~~~~~	TOP OF WALL ELEVATION
~~~~~	~~~~~	BOTTOM OF WALL ELEVATION
~~~~~	~~~~~	TOP OF CURB ELEVATION
~~~~~	~~~~~	FLOWLINE ELEVATION
~~~~~	~~~~~	SANITARY MANHOLE
~~~~~	~~~~~	CLEANOUT
~~~~~	~~~~~	FLARED END SECTION
~~~~~	~~~~~	STORM MANHOLE
~~~~~	~~~~~	STORM CATCH BASIN (ROUND LID)
~~~~~	~~~~~	STORM CATCH BASIN (CURB LID)
~~~~~	~~~~~	STORM CURB INLET
~~~~~	~~~~~	STORM INLET (CIRCULAR)
~~~~~	~~~~~	STORM INLET (SQUARE)
~~~~~	~~~~~	STORM BEEHIVE INLET
~~~~~	~~~~~	STORM DRAIN OR DOWNSPOUT
~~~~~	~~~~~	WATER VALVE VAULT
~~~~~	~~~~~	WATER VALVE BOX
~~~~~	~~~~~	FIRE HYDRANT
~~~~~	~~~~~	ELECTRIC CONTROL CABINET (ABOVE GRADE)
~~~~~	~~~~~	ELECTRIC HANDHOLE
~~~~~	~~~~~	TRANSFORMER
~~~~~	~~~~~	ELECTRIC METER
~~~~~	~~~~~	LIGHT STANDARD
~~~~~	~~~~~	UTILITY POLE
~~~~~	~~~~~	TRAFFIC MANHOLE
~~~~~	~~~~~	TELEPHONE BOX/CABINET (ABOVE GRADE)
~~~~~	~~~~~	CABLE MANHOLE
~~~~~	~~~~~	FIBER OPTIC BOX/CABINET (ABOVE GRADE)
~~~~~	~~~~~	FIBER OPTIC MANHOLE
~~~~~	~~~~~	GAS LINE MARKER
~~~~~	~~~~~	MANHOLE (UNKNOWN)



**SITE MAP**  
SCALE: 1"=800'

#### BENCHMARKS

##### REFERENCE BENCHMARK:

- NGS SALT 2 (PID NH1072): STATION IS LOCATED ABOUT 5-1/2 MILES WEST OF MOUNT PROSPECT, 4 MILES SOUTH OF PALATINE, ABOUT 700 FEET NORTHEAST IF THE INTERSECTION OF STATE HIGHWAYS 53 AND 58, ABOUT 400 FEET EAST OF THE CENTERLINE OF HIGHWAY 53, 1 FOOT NORTH OF A METAL WITNESS POST, 26 FEET SOUTH OF A METAL WITNESS POST AND 21 FEET NORTH OF METAL WITNESS POST. THE MONUMENT IS FLUSH AND THE DISK IS STAMPED SALT 2 1968.  
ELEVATION: 723.54 (NAVD 1988)

##### SITE BENCHMARK:

- SBM#1: CROSS CUT IN THE NORTH CURBLINE OF OAKTON STREET NEAR THE MIDDLE OF NORTH HEADWALL FOR HIGGINS CREEK. SAID CROSS IS OPPOSITE ELIZABETH DRIVE.  
NORTHING: 1,951,082.01  
EASTING: 1,088,716.04  
ELEVATION: 663.34
- SBM#2: CROSS CUT IN THE SOUTH CURBLINE OF OAKTON STREET. SAID CROSS IS 7.8± FEET WEST OF STORM SEWER CURB STRUCTURE AND 85± FEET EAST OF THE CENTERLINE OF DIANE EAST RD.  
NORTHING: 1,951,019.49  
EASTING: 1,088,490.21  
ELEVATION: 663.29
- SBM#3: IRON PIPE WITH CAP ALONG THE WEST EDGE OF PAVEMENT OF BADGER ROAD. SAID PIPE IS 492± FEET NORTH OF THE CENTER OF THE INTERSECTION OF BADGER ROAD AND OAKTON STREET.  
NORTHING: 1,951,534.80  
EASTING: 1,088,287.69  
ELEVATION: 660.74

##### NOTE:

FIELD DATUM: ILLINOIS STATE PLANE NSRS 2011 NAVD88 (VRS) GEOID18 - U.S. FOOT.

#### REFERENCE

- SURVEY IS BASED UPON FIELD OBSERVATIONS MADE ON SEPTEMBER 9, 2020 BY CIVIL & ENVIRONMENTAL CONSULTANTS, INC.
- FIELD DATUM SHOWN HEREON IS ILLINOIS STATE PLANE NAVD83 (2011) NAVD88 (VRS) GEOID18 - U.S. SURVEY FOOT
- UNDERGROUND UTILITY INFORMATION SHOWN HEREON IS BASED UPON FIELD OBSERVATIONS, ATLAS MAPS PROVIDED BY UTILITY COMPANIES AND THE VILLAGE OF MOUNT PROSPECT.
- SITE MAP PROVIDED BY GOOGLE EARTH. IMAGERY DATE: JUNE 13, 2022.

SHEET LIST TABLE	
SHEET NUMBER	SHEET TITLE
CP01	COVER SHEET
CP02	EXISTING CONDITIONS PLAN
CP03	SITE IMPROVEMENTS PLAN
CP04	SITE IMPROVEMENT SECTIONS AND DETAILS



ILLINOIS LAW REQUIRES ANYONE DIGGING TO CALL JULIE AT 1-800-892-0123 AT LEAST 48 HOURS/TWO WORKING DAYS PRIOR TO THE START OF EXCAVATION AND THE PROJECT MUST BEGIN WITHIN 14 CALENDAR DAYS FROM THE CALL.

## PROJECT TEAM

#### OWNER

**SUPER EGO HOLDING LLC**  
621 BUSSE ROAD, SUITE 240  
BENSENVILLE, ILLINOIS 60106  
PH: (630) 506-8869

#### DEVELOPER/APPLICANT

**DIMEO BROTHERS' INC.**  
720 RICHARD LANE  
ELK GROVE VILLAGE, ILLINOIS 60007  
PH: (847) 640-2240  
CONTACT: MARK DIMEO

#### CIVIL ENGINEER

**CIVIL & ENVIRONMENTAL CONSULTANTS, INC.**  
1230 EAST DEIHL ROAD, SUITE 200  
NAPERVILLE, ILLINOIS 60563  
PH: (630) 963-6026  
FX: (630) 963-6027  
CONTACT: DAVE KAMANO, P.E.

#### ARCHITECT/ LANDSCAPE ARCHITECT

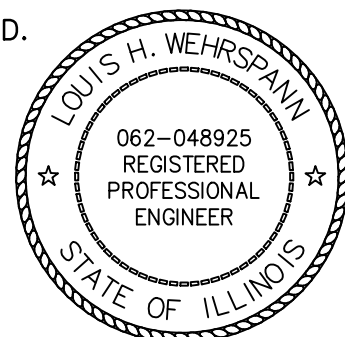
**DESIGNHAUS INC.**  
860 LIVELY BOULEVARD  
ELK GROVE VILLAGE, ILLINOIS 60007  
PH: (847) 593-5010  
CONTACT: AFSHAN AQEEL

**PRELIMINARY**  
**NOT FOR CONSTRUCTION**

STATE OF ILLINOIS }  
COUNTY OF DUPAGE }SS

I, LOUIS H. WEHRSPANN, AN ILLINOIS PROFESSIONAL ENGINEER, HEREBY CERTIFY THAT THESE PLANS HAVE BEEN PREPARED BY CIVIL & ENVIRONMENTAL CONSULTANTS, INC., ILLINOIS LICENSED PROFESSIONAL FIRM NO. 184.004002, LICENSE EXPIRES APRIL 30, 2025, UNDER MY PERSONAL DIRECTION FOR THE EXCLUSIVE USE OF THE CLIENT NOTED BELOW. REPRODUCTION OR USE BY THIRD PARTIES IS STRICTLY PROHIBITED WITHOUT THE WRITTEN PERMISSION OF THE UNDERSIGNED.

GIVEN UNDER MY HAND AND SEAL THIS 29TH DAY OF DECEMBER, 2023.



ILLINOIS LICENSED PROFESSIONAL ENGINEER NO. 48925  
REGISTRATION VALID THROUGH NOVEMBER 30, 2025

© COPYRIGHT 2023 CIVIL & ENVIRONMENTAL CONSULTANTS, INC. ALL RIGHTS RESERVED.

*HAND SIGNATURE ON FILE

#### REVISION RECORD

NO	DATE	DESCRIPTION
1	12/29/2023	REVISIONS PER INTERNAL REVIEW AND VILLAGE REVIEW LETTER DATED 12/28

**Civil & Environmental Consultants, Inc.**  
1230 East Diehl Road, Suite 200 - Naperville, IL 60563  
630-963-6026 • 877-963-6026  
www.cechinc.com

**DIMEO BROTHERS, INC.**  
720 RICHARD LANE  
ELK GROVE VILLAGE, ILLINOIS

#### COVER SHEET

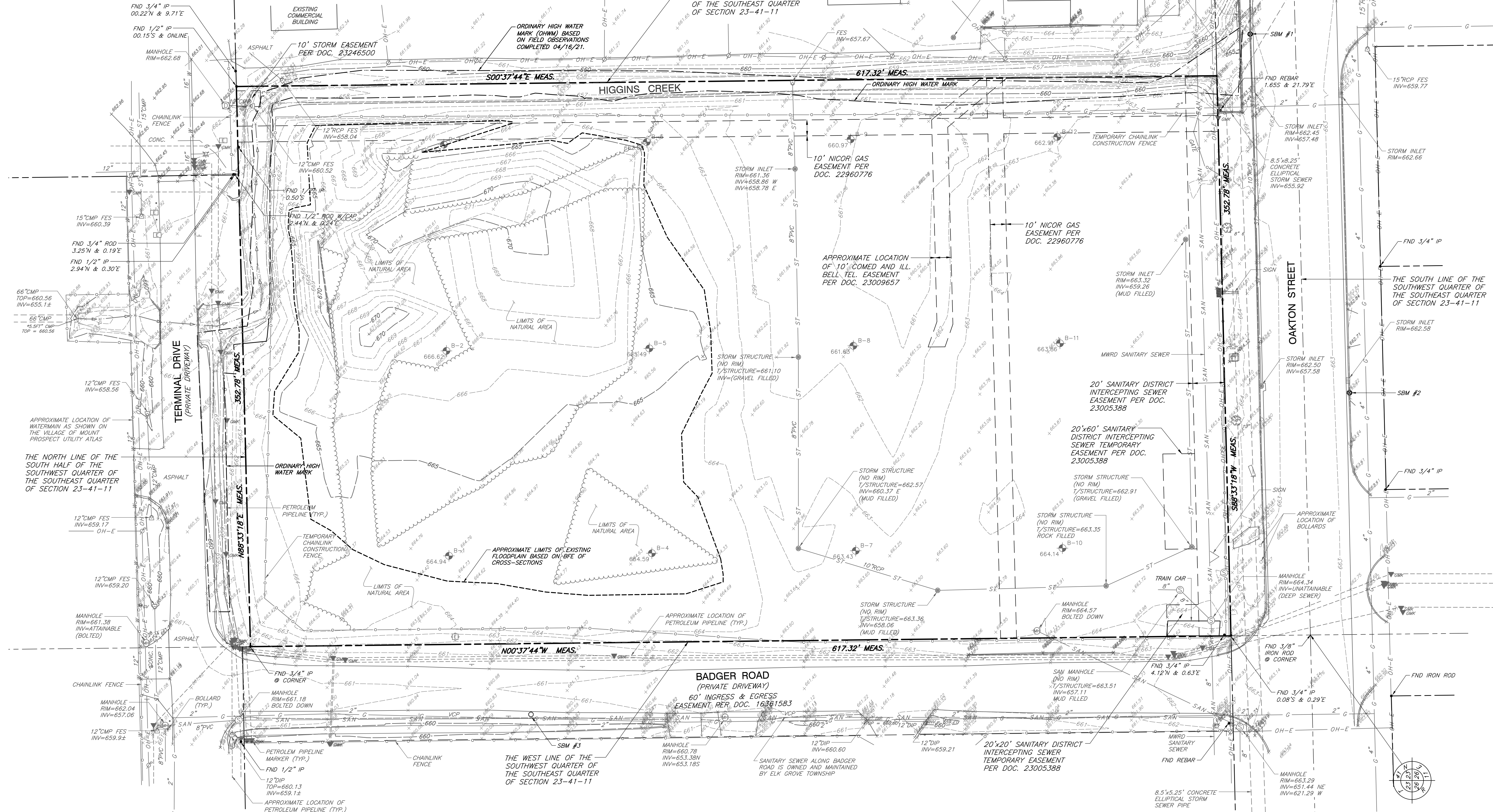
DATE:	11/14/2023	DRAWN BY:	MSK
DWG SCALE:	AS SHOWN	CHECKED BY:	LHW
PROJECT NO:	336-170.0001		
APPROVED BY:			*LHW

DRAWING NO.:

**CP01**

SHEET 1 OF 4



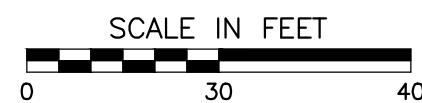


REFERENCE

1. SURVEY IS BASED UPON FIELD OBSERVATIONS MADE ON SEPTEMBER 9, 2020 BY CIVIL & ENVIRONMENTAL CONSULTANTS, INC.
2. FIELD DATUM SHOWN HEREON IS ILLINOIS STATE PLANE NAVD83 (2011) NAVD88 (VRS) GEOID18 - U.S. SURVEY FOOT
3. UNDERGROUND UTILITY INFORMATION SHOWN HEREON IS BASED UPON FIELD OBSERVATIONS, ATLAS MAPS PROVIDED BY UTILITY COMPANIES AND THE VILLAGE OF MOUNT PROSPECT.
4. SEE COVER SHEET FOR LEGEND ELEMENTS.

NOTE

1. SANITARY SEWER IS OWNED AND MAINTAINED BY ELK GROVE TOWNSHIP



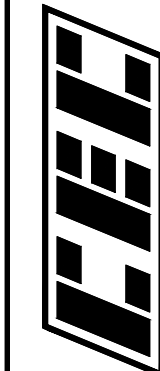
EXISTING CONDITIONS PLAN

DRAWING NO. CP02

SHEET 2 OF 4

REVISION RECORD

NO.	DATE	DESCRIPTION
1	10/29/2023	NO REVISION THIS SHEET

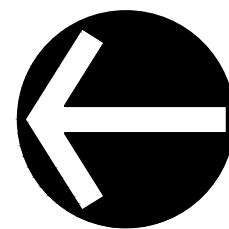


**Civil & Environmental Consultants, Inc.**  
1230 East Diehl Road, Suite 200 - Naperville, IL 60563  
630-963-6026 • 877-963-6026  
www.cecinc.com

**DIMEO BROTHERS, INC.**  
720 RICHARD LANE  
ELK GROVE VILLAGE, ILLINOIS

DATE:	11/14/2023	DRAWN BY:	MSK
DWG SCALE:	1"=30'	CHECKED BY:	LHW
PROJECT NO.:	336-170.001	APPROVED BY:	LHW

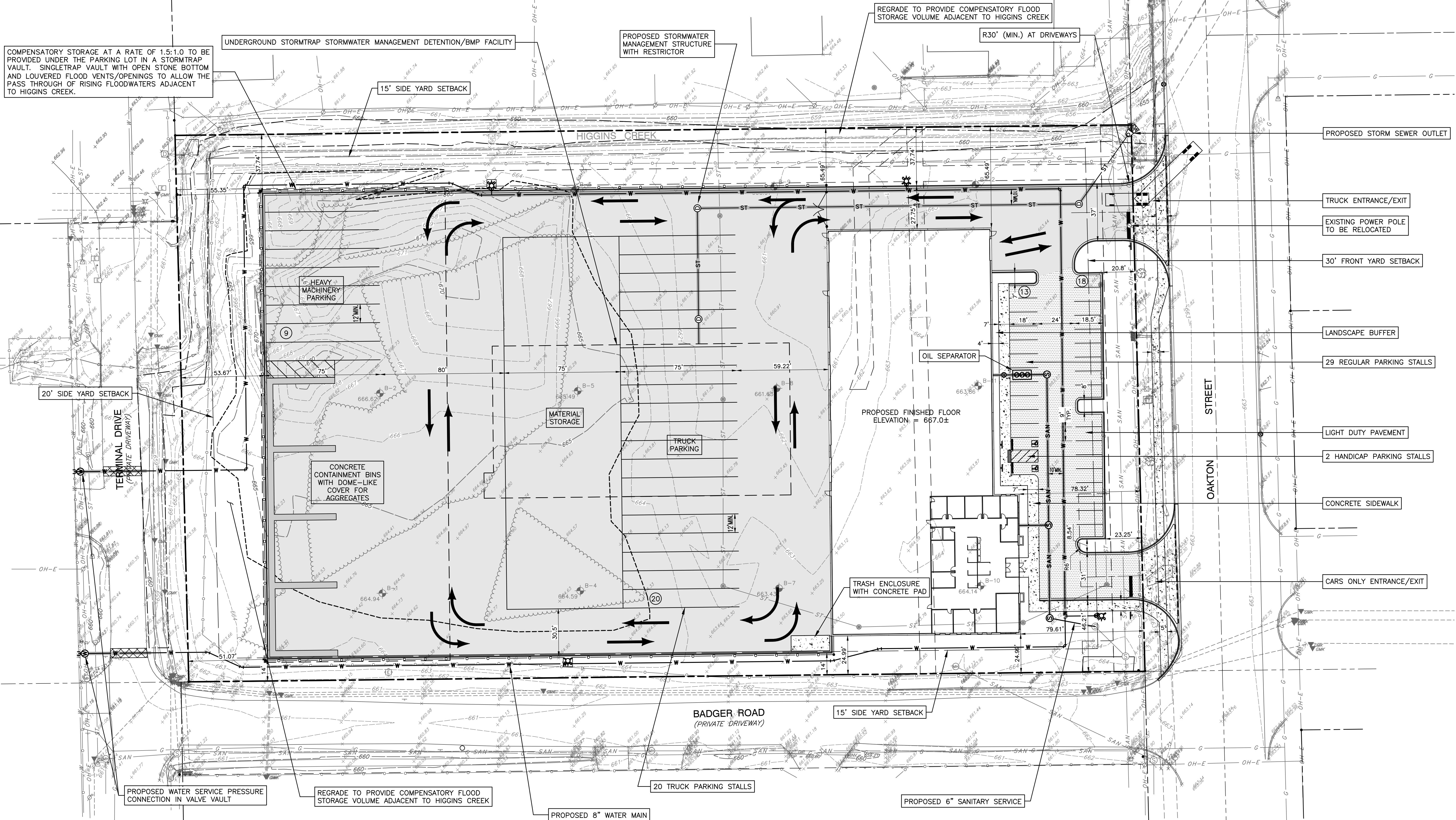




NORTH

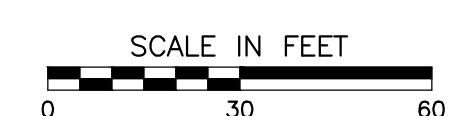
SITE DATA			
GROSS BOUNDARY AREA	217,757 S.F. OR (5.00 AC.)	PARKING REQUIRED	20 SPACES
NET BOUNDARY AREA	217,757 S.F. OR (5.00 AC.)	OFFICE 5,000 S.F. x (4.0 SPACES/1,000 S.F.)	16 SPACES
ROW DEDICATED	N/A	WAREHOUSE 24,330 S.F. x (1.0 SPACES/1,500 S.F.)	16 SPACES
			TOTAL 36 SPACES
AREA			
PROPOSED PERVIOUS AREA	57,455 S.F. (26.38%)	PARKING PROVIDED	29 SPACES
PROPOSED IMPERVIOUS AREA	160,302 S.F. (73.62%)	REGULAR SPACES	29 SPACES
BUILDING	29,330 S.F.	TRUCK SPACES	2 SPACES
PAVEMENT/SIDEWALK	130,972 S.F.	HANDICAP SPACES	2 SPACES
		TOTAL	60 SPACES

VILLAGE OF MOUNT PROSPECT ZONING	
EXISTING	I1 (LIMITED INDUSTRIAL)]
BUILDING SETBACK:	
FRONT YARD	30 FEET
SIDE YARD	15 FEET
REAR YARD	20 FEET
LOT COVERAGE	73.62%
FAR	0.13



- REFERENCE**
- SURVEY IS BASED UPON FIELD OBSERVATIONS MADE ON SEPTEMBER 9, 2020 BY CIVIL & ENVIRONMENTAL CONSULTANTS, INC.
  - FIELD DATUM SHOWN HEREON IS ILLINOIS STATE PLANE NAVD83 (2011) NAVD88 (VRS) GEOID18 - U.S. SURVEY FOOT
  - UNDERGROUND UTILITY INFORMATION SHOWN HEREON IS BASED UPON FIELD OBSERVATIONS, ATLAS MAPS PROVIDED BY UTILITY COMPANIES AND THE VILLAGE OF MOUNT PROSPECT.
  - SEE COVER SHEET FOR LEGEND ELEMENTS.

- NOTES:**
- SANITARY SEWER IS OWNED AND MAINTAINED BY ELK GROVE TOWNSHIP.
  - ALL DIMENSIONS TIES TO BOUNDARY PROPERTY LINE ARE PERPENDICULAR.
  - EXISTING EASEMENTS TO BE VACATED.
  - EXISTING LOTS TO BE CONSOLIDATED.
  - THE PROPOSED BUILDING SHALL BE 2'-FT ABOVE THE BFE.
  - THE PROPOSED PARKING LOT SHALL BE ABOVE THE BFE.
  - ALL DEBRIS ALONG HIGGINS CREEK TO BE CLEANED/REMOVED BY THE CONTRACTOR AND THE BANKS STABILIZED.
  - COMPENSATORY STORAGE TO BE PROVIDED AT 1.5 TO 1.0.



REVISION RECORD	
NO	DATE
1	1/29/2023
REVISIONS FOR INTERNAL REVIEW AND VILLAGE REVIEW LETTER DATED 1/27/23	

**Civil & Environmental Consultants, Inc.**  
1230 East Diehl Road, Suite 200 - Naperville, IL 60563  
630-963-6026 - 877-963-6026  
www.cechinc.com

**DIMEO BROTHERS, INC.**  
720 RICHARD LANE  
ELK GROVE VILLAGE, ILLINOIS

**SITE IMPROVEMENT PLAN**

DRAWING NO. **CP03**

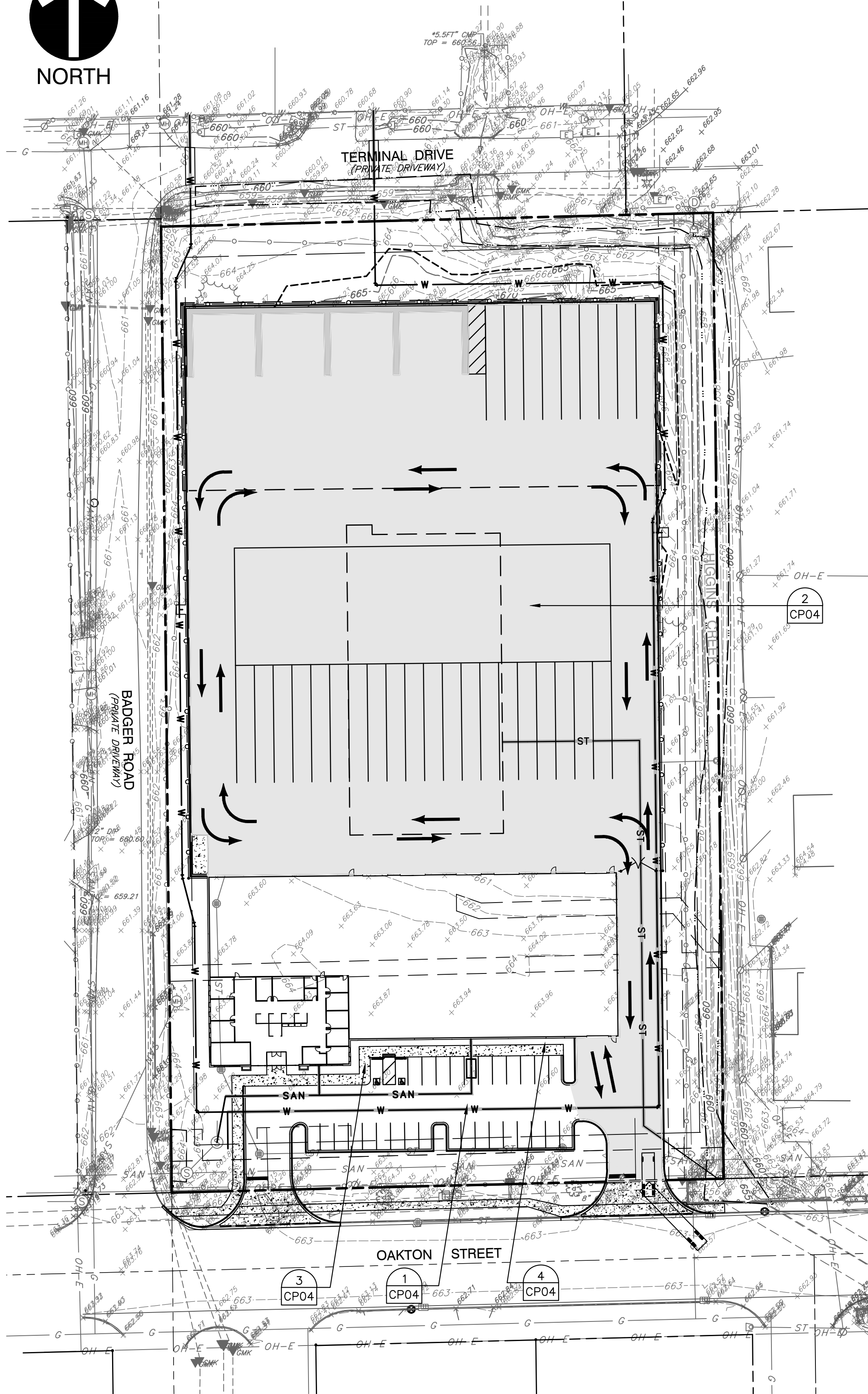
DATE: 11/14/2023  
DWG SCALE: 1"=30'  
PROJECT NO: 336-170.001  
APPROVED BY: [Signature]

MSK/MAJ  
LHW  
336-170.001  
LHW

SHEET 3 OF 4



A:\330-0001\330-1701-CADD\DWG\CP04-Conceptual Plans\330170-CP04-CP01-Site Sections and Details.dwg[CP04] LS(12/29/2023 - mjmg) - LP: 12/29/2023 10:58 AM



PROPOSED SITE IMPROVEMENTS

SCALE: 1"=50'  
SCALE IN FEET  
0 50 100

REFERENCE

1. SURVEY IS BASED UPON FIELD OBSERVATIONS MADE ON SEPTEMBER 9, 2020 BY CIVIL & ENVIRONMENTAL CONSULTANTS, INC.
2. FIELD DATUM SHOWN HEREON IS ILLINOIS STATE PLANE NAVD83 (2011) NAVD88 (VRS) GEOID18 - U.S. SURVEY FOOT
3. UNDERGROUND UTILITY INFORMATION SHOWN HEREON IS BASED UPON FIELD OBSERVATIONS, ATLAS MAPS PROVIDED BY UTILITY COMPANIES AND THE VILLAGE OF MOUNT PROSPECT.
4. SEE COVER SHEET FOR LEGEND ELEMENTS.

EXISTING SITE DATA

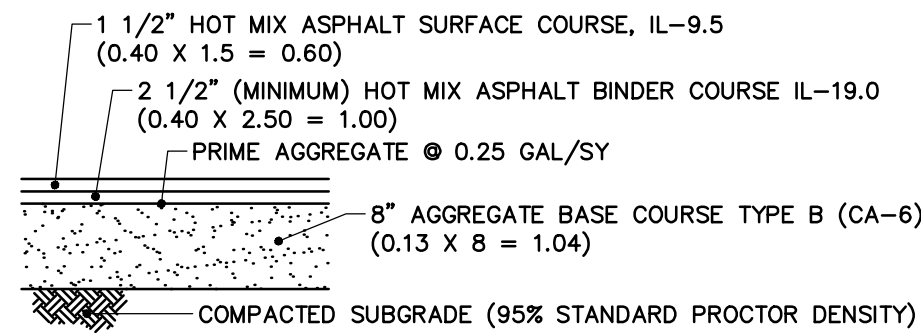
SITE ADDRESS: 2400 E. OAKTON STREET  
MOUNT PROSPECT, ILLINOIS 60005

LEGAL DESCRIPTION: THE SOUTH 1/2 OF THE  
SOUTHWEST 1/4 OF THE SOUTHEAST  
1/4 (EXCEPT THE EAST 974.00  
FEET, AS MEASURED ON THE NORTH  
AND SOUTH LINES THEREOF, AND  
EXCEPT THE SOUTH 50.0 FEET  
THEREOF) IN SECTION 23, TOWNSHIP  
41 NORTH, RANGE 11 EAST OF THE  
THIRD PRINCIPAL MERIDIAN, COUNTY  
OF COOK, STATE OF ILLINOIS.

PARCEL IDENTIFICATION  
NUMBERS (PIN): 08-23-400-009-0000  
08-23-400-010-0000  
08-23-400-011-0000

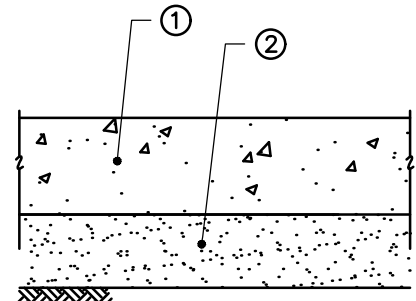
MUNICIPAL JURISDICTION: VILLAGE OF MOUNT PROSPECT

FLOODPLAIN: THE BASE FLOOD ELEVATION (BFE)  
VARIES THROUGH THE PROJECT SITE  
FROM 663.8 TO 664.9



1 LIGHT DUTY ASPHALT PAVEMENT SECTION

(PARKING STALLS)  
STRUCTURAL NUMBER = 0.6 + 1.0 + 1.04 = 2.64  
(NTS)



DRIVEWAY APRONS, DUMPSTER ENCLOSURE  
AND DUMPSTER ENCLOSURE PAD

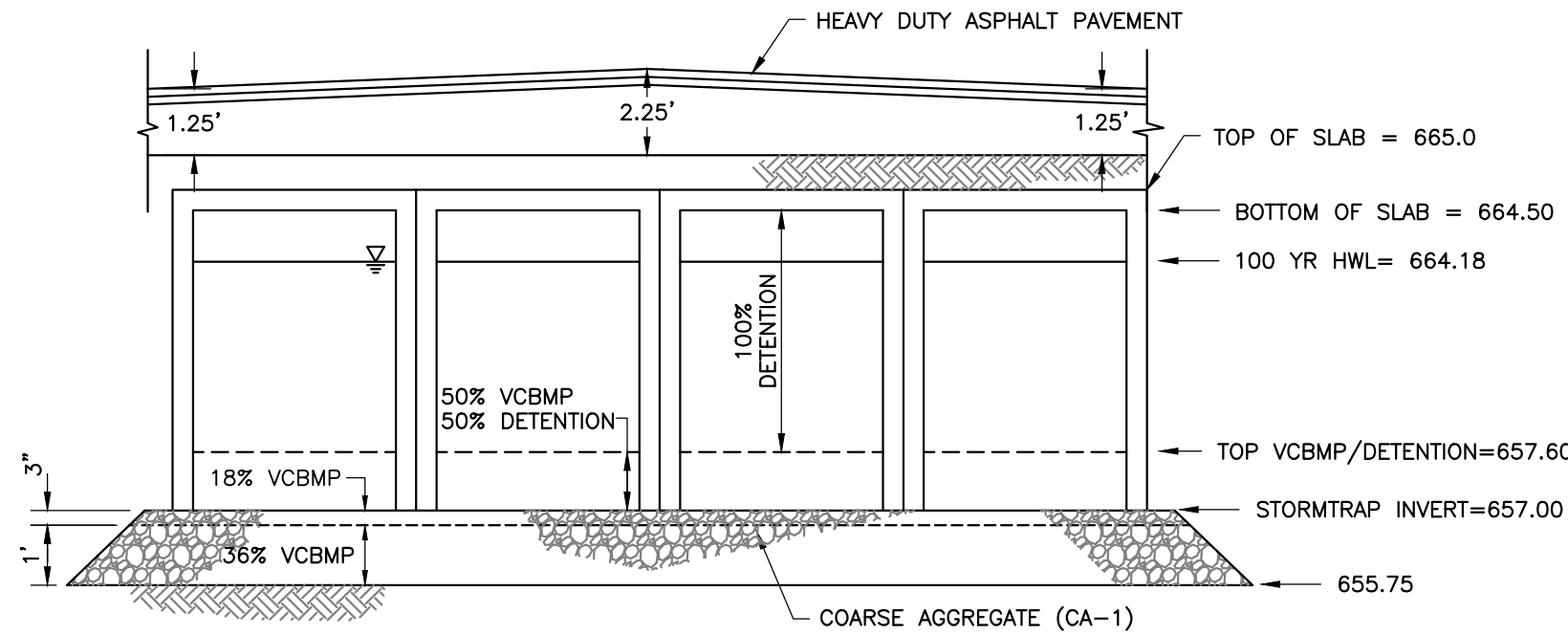
1 8" PORTLAND CEMENT CONCRETE, CLASS SI  
2 4" COMPACTED CA-6 AGGREGATE BASE COURSE

SIDEWALK

- 1 5" PORTLAND CEMENT CONCRETE, CLASS SI (PUBLIC)  
1 5" PORTLAND CEMENT CONCRETE, CLASS SI (PRIVATE)  
2 4" COMPACTED CA-6 AGGREGATE BASE COURSE

3 CONCRETE PAVEMENT

(NTS)



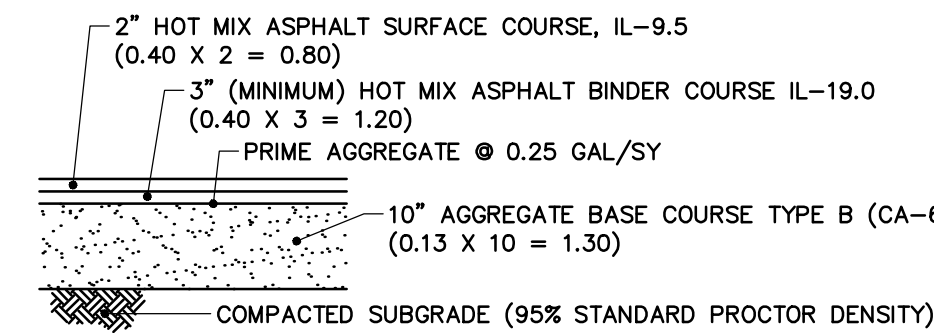
SCHEMATIC OF PROPOSED UNDERGROUND DETENTION

(NTS)

AGGREGATE BASE STORMTRAP SYSTEM FOR VOLUME CONTROL BEST MANAGEMENT PRACTICES.  
124,741 CUBIC FEET OF DETENTION VOLUME PER PRELIMINARY CALCULATIONS BY STORMTRAP  
AT 664.20 OVERFLOW ELEVATION AT CATCHBASIN #21.

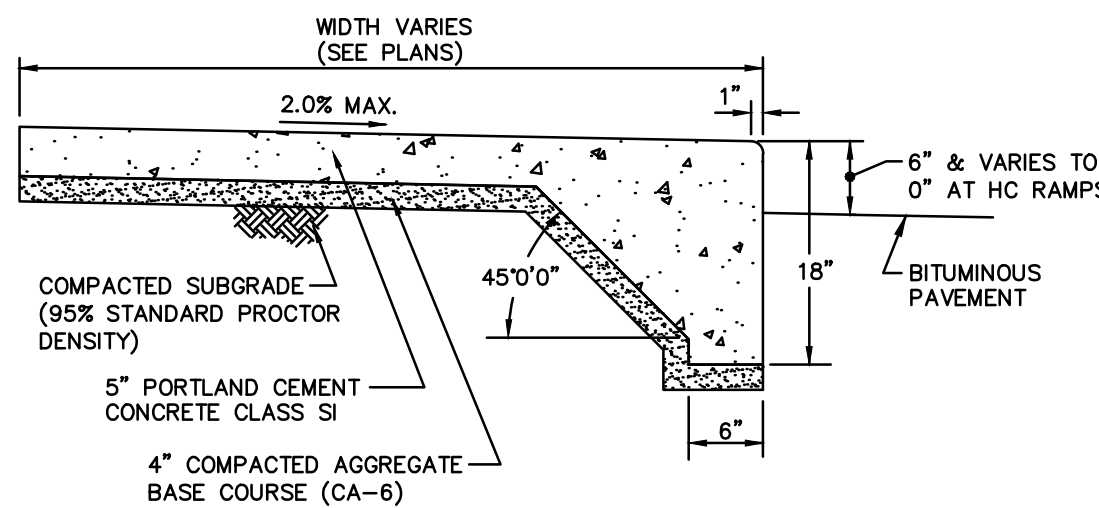
NOTE: FINAL VOLUME WILL BE BASED ON SHOP DRAWINGS PREPARED BY STORMTRAP, BUT  
WILL NOT BE LESS THAN THE TOTAL FVCBMP REQUIRED FOR THE SITE.

FOR REQUIRED AND PROVIDED VCBMP AND DETENTION STORAGE VOLUMES, REFER TO  
STORMTRAP DETAIL SHEET 1.0 TITLED "SINGLETRAP DESIGN CRITERIA " ON SHEET C500



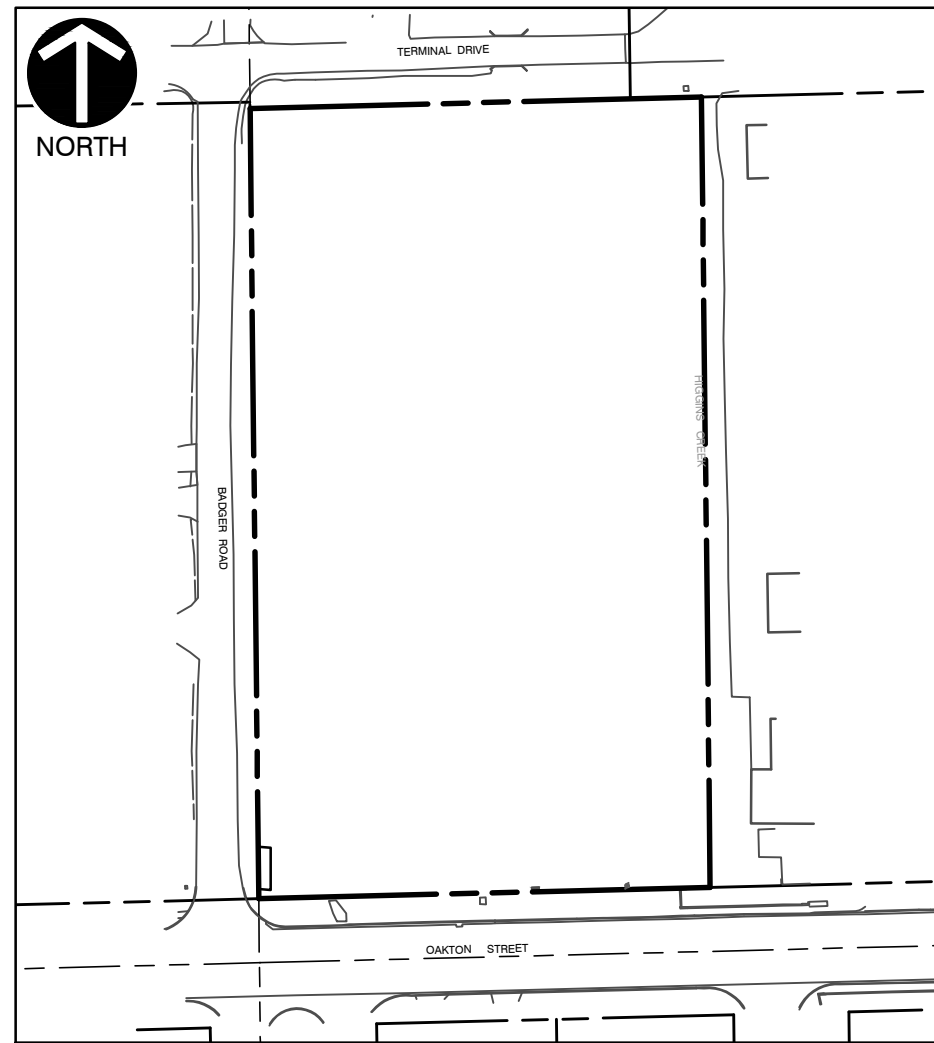
2 HEAVY DUTY ASPHALT PAVEMENT SECTION

(COMMERCIAL PARKING LOT)  
STRUCTURAL NUMBER = 0.8 + 1.20 + 1.30 = 3.30  
(NTS)



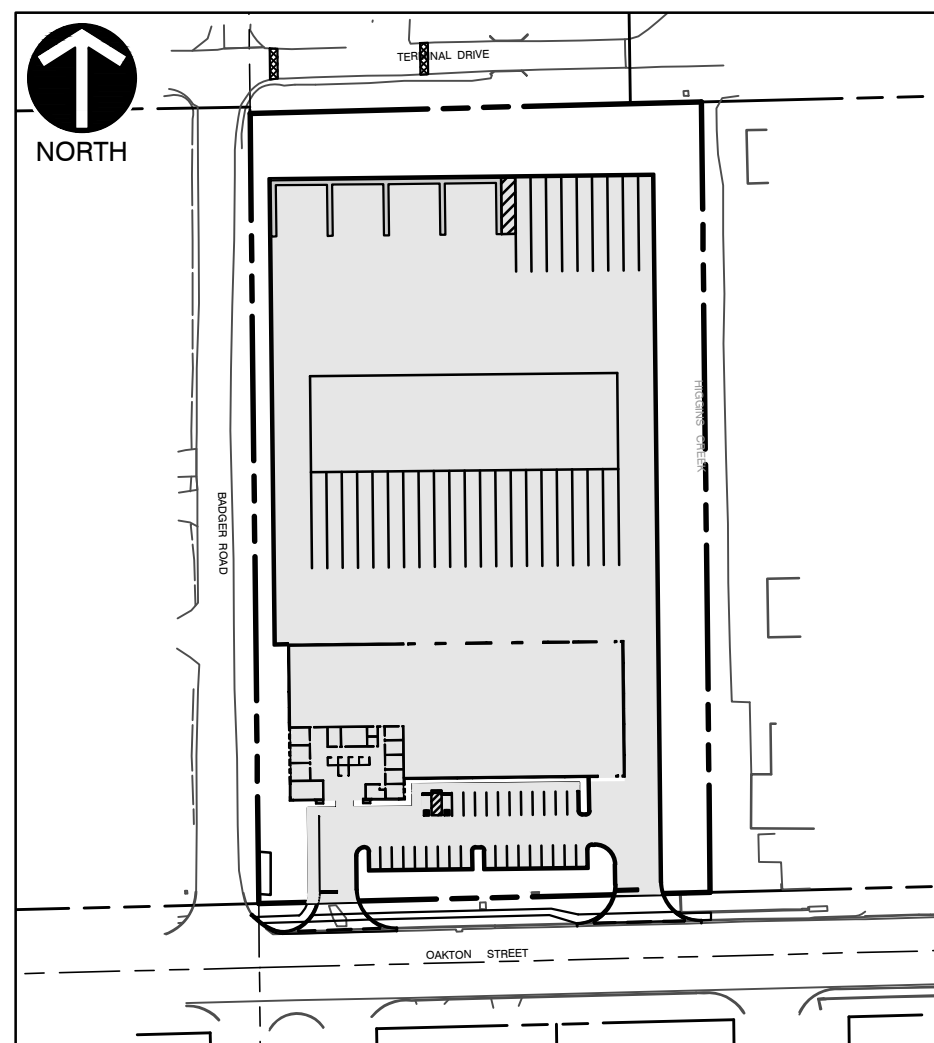
4 MONOLITHIC SIDEWALK

(NTS)



EXISTING PERVIOUS/IMPERVIOUS CONDITIONS

SCALE: 1"=150'  
SCALE IN FEET  
0 150 300



PROPOSED PERVIOUS/IMPERVIOUS CONDITIONS

SCALE: 1"=150'  
SCALE IN FEET  
0 150 300

PERVIOUS/IMPERVIOUS CALCULATIONS:

	IMPERVIOUS AREA	PERVIOUS AREA	PROJECT AREA
EXISTING	15 S.F.	217,742 S.F.	217,757 S.F.
PROPOSED	159,783 S.F.	57,974 S.F.	217,757 S.F.
DIFFERENCE	159,768 S.F.		

POST CONSTRUCTION VOLUME CONTROL BMP REQUIRED  
161,318 S.F. x 1.00 IN. x (1FT./12IN.) = 13,444 CU.FT. OF RUNOFF

POST CONSTRUCTION VOLUME CONTROL BMP PROVIDED

STORMTRAP SYSTEM = 13,514 CU.FT.

DETENTION VOLUME REQUIRED

124,555 CU.FT. (2.859 AC-FT)

DETENTION VOLUME PROVIDED

124,741 CU.FT. (2.864 AC-FT)

SITE IMPROVEMENT  
SECTIONS AND DETAILS

DRAWING NO.:

CP04

SHEET 4 OF 4

REVISION RECORD

DESCRIPTION

NO. DATE

1 12/29/2023 REVISION PER INTERNAL REVIEW AND VILLAGE REVIEW LETTER DATED 12/28

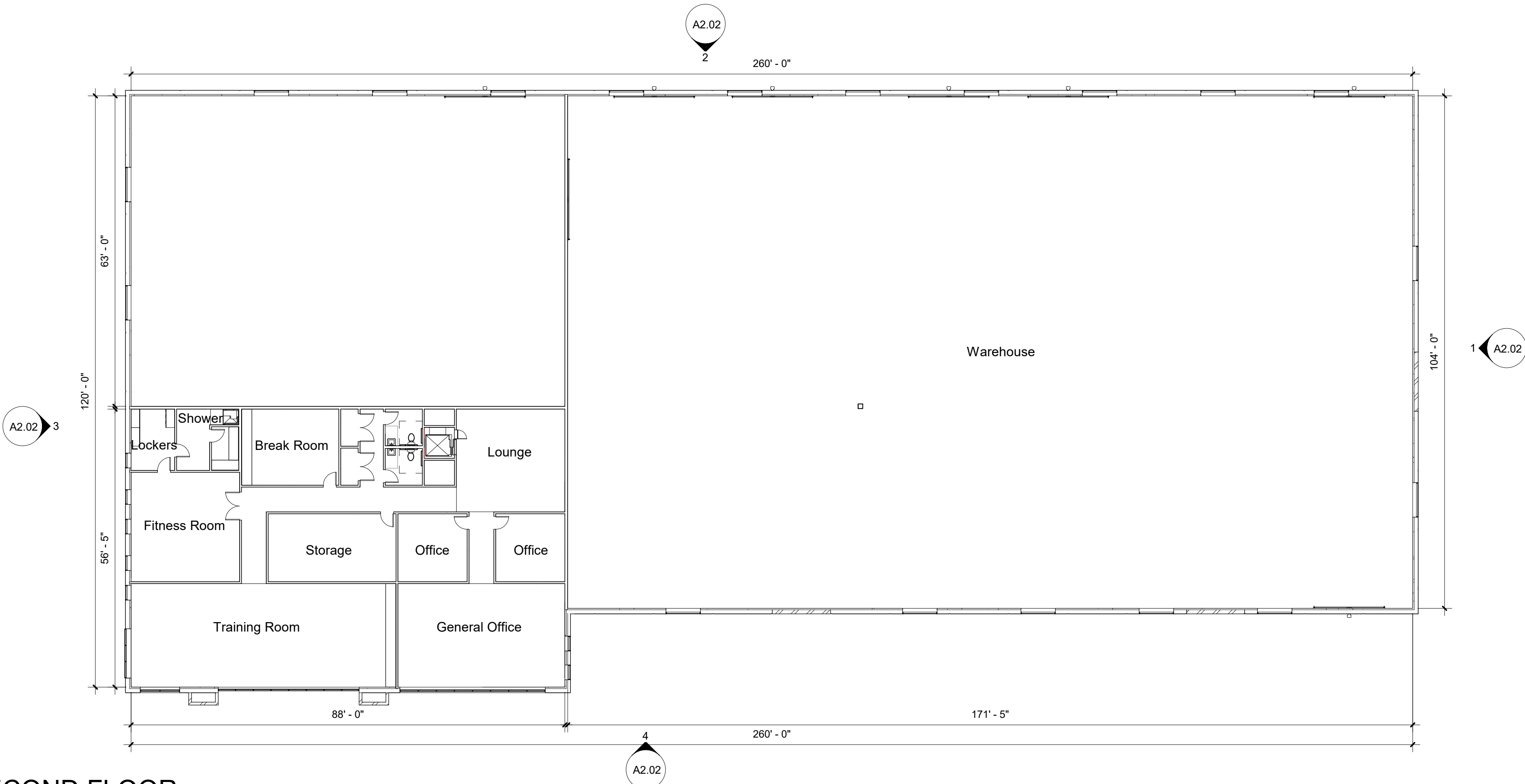


Civil & Environmental Consultants, Inc.  
1230 East Diehl Road, Suite 200 - Naperville, IL 60563  
630-963-6026 - 877-963-6026  
www.cecinc.com

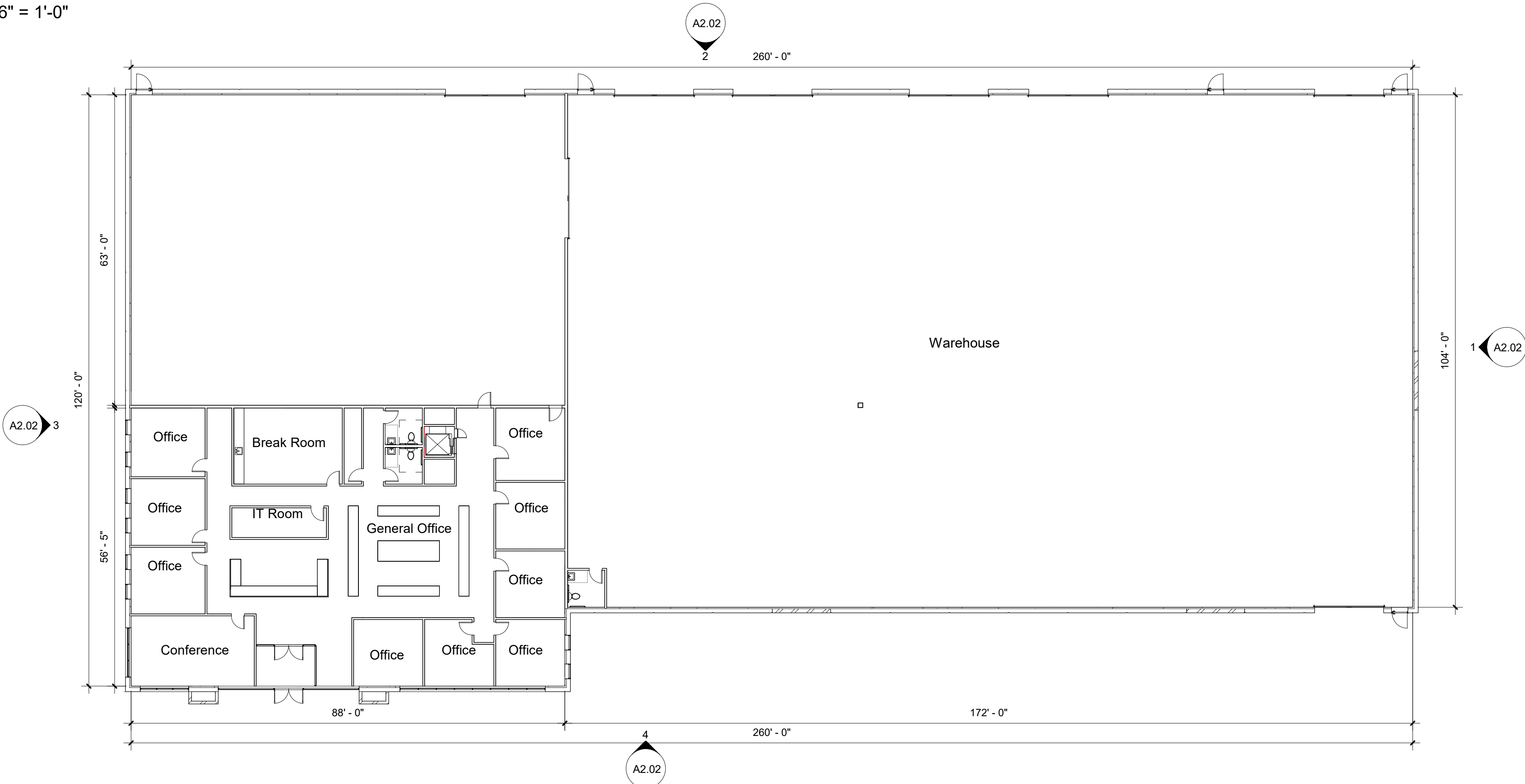
DIMEO BROTHERS, INC.  
720 RICHARD LANE  
ELK GROVE VILLAGE, ILLINOIS

DATE: 11/14/2023 DRAWN BY: MSK  
DWG SCALE: AS SHOWN CHECKED BY: LHW  
PROJECT NO: 336-170.001  
APPROVED BY: LHW





2 SECOND FLOOR  
1/16" = 1'-0"



1 FIRST FLOOR  
1/16" = 1'-0"

**designhaus**^{inc.}  
architecture  
860 lively boulevard elk grove village, illinois 60007  
p: 847.593.5010 f: 847.593.5012 www.dhausarch.com

No.	Description	Date

**DiMeo Brothers**  
2400 Oakton St  
Mount Prospect, IL 60005

PROJECT NO: 23.179  
SHEET NO:

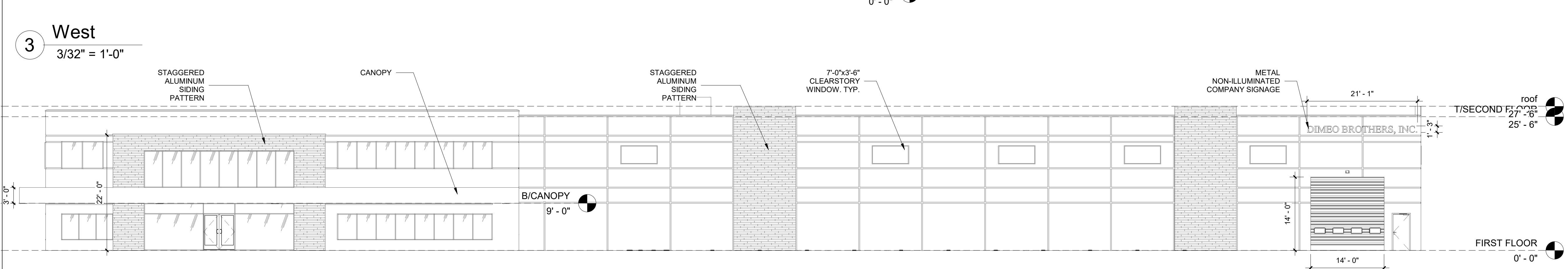
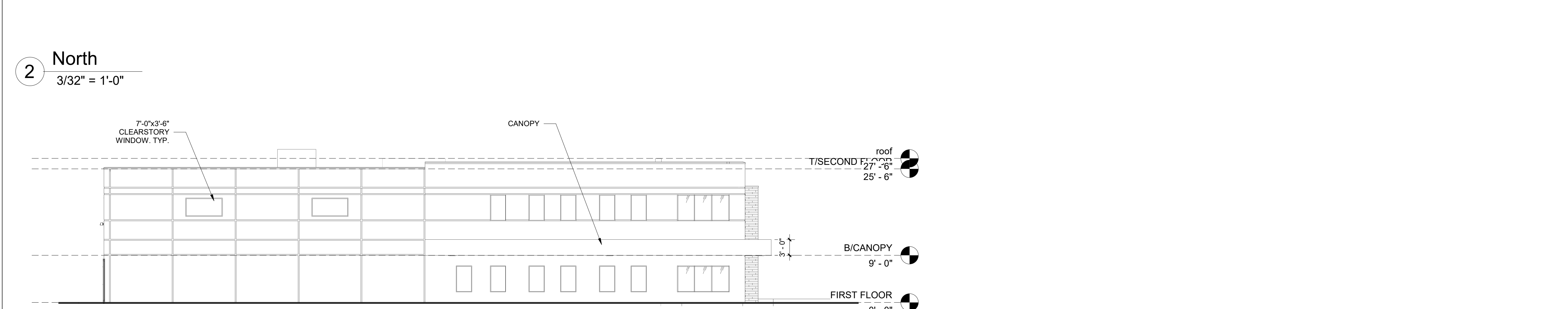
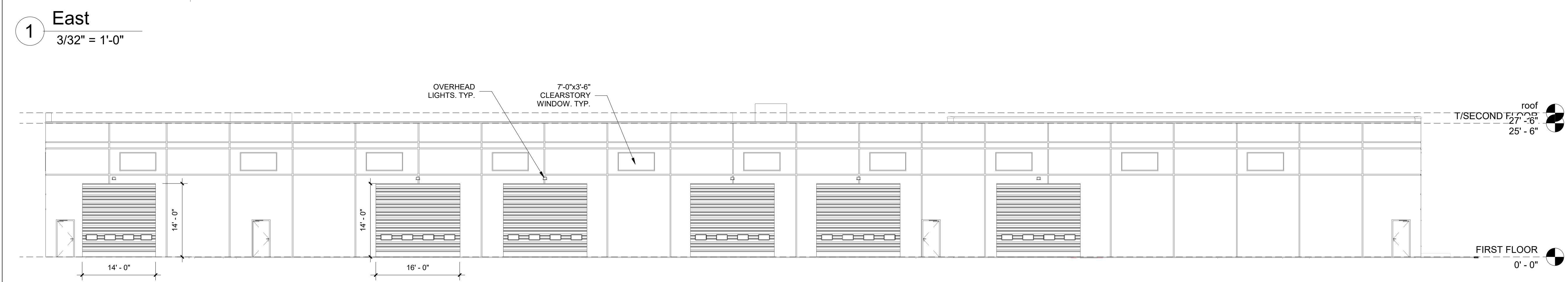
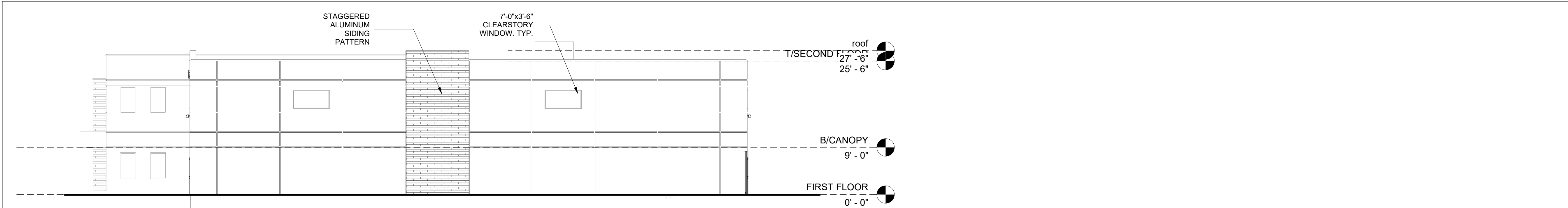
**A1.01**

DRAWINGS COPYRIGHT 2023  
DESIGNHAUS, INC.  
THESE DRAWINGS ARE PROTECTED UNDER  
SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C.

SHEET TITLE:	Floor Plans		
DRAWN BY:	AA	CHECKED BY:	DHI

12/28/2023 1:06:18 AM





**designhaus**^{inc.}  
architecture  
860 lively boulevard elk grove village, illinois 60007  
p: 847.593.5010 f: 847.593.5012 www.dhausarch.com

No.	Description	Date

**DiMeo Brothers**  
2400 Oakton St  
Mount Prospect, IL 60005

PROJECT NO: 23.179  
SHEET NO:

**A2.02**

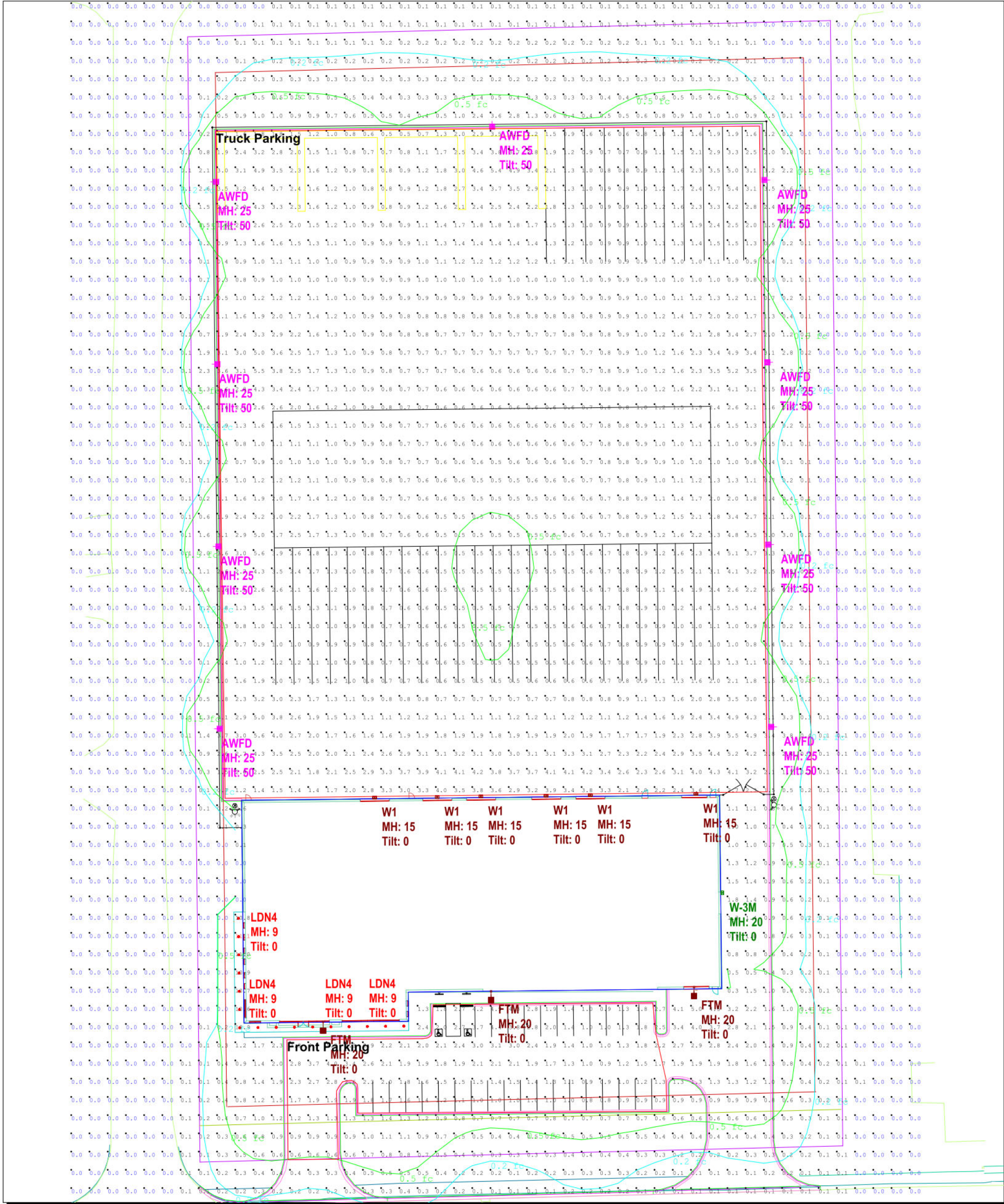
DRAWINGS COPYRIGHT 2023 DESIGNHAUS, INC. THESE DRAWINGS ARE PROTECTED UNDER SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C.	SHEET TITLE: Exterior Elevations	DRAWN BY: AA	CHECKED BY: DHI
----------------------------------------------------------------------------------------------------------------------------------	-------------------------------------	-----------------	--------------------

12/28/2023 1:07:25 AM



Luminaire Schedule							
Symbol	Qty	Label	LLF	Lumens	Watts	Description	[MANUFAC]
	16	LDN4	1.000	937	10.58	LDN4 40_10 LO4AR LD	Lithonia Lighting
	1	W-3M	1.000	4816	46.6589	WDGE2 LED P4 40K 70CRI T3M	Lithonia Lighting
	6	W1	1.000	4742	46.6589	WDGE2 LED P4 40K 70CRI TFTM	Lithonia Lighting
	9	AWFD	1.000	23397	163.5741	RSXF1 LED P5 40K AWFD	Lithonia Lighting
	3	FTM	1.000	18015	138.16	DSX1 LED P5 40K 70CRI TFTM	Lithonia Lighting

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
CalcPts_1	Illuminance	Fc	0.79	11.1	0.0	N.A.	N.A.
Front Parking	Illuminance	Fc	1.91	5.2	0.6	3.18	8.67
Truck Parking	Illuminance	Fc	1.50	5.6	0.4	3.75	14.00



**This document contains confidential and proprietary information of KSA Lighting & Controls. This document may only be used by or for the benefit of KSA Lighting & Controls representatives and customers. This lighting layout is not a professional engineering drawing and is provided for informational purposes only, without warranty as to accuracy, completeness, reliability or otherwise. KSA Lighting & Controls is not responsible for specifying the light fixtures or illumination requirements for any specific project, nor is it responsible for meeting municipal or building code requirements. It is the obligation of the end-user to consult with a professional engineering advisor to determine whether this lighting layout meets the applicable project requirements for lighting system performance, safety, suitability and effectiveness for use in a particular application. Field verification is recommended when calculations are based on end-user or customer-provided information. End-user environment and application (including, but not limited to, voltage variation and dirt accumulation) can cause actual field performance to differ from the calculated photometric performance represented in this lighting layout. In no event will KSA Lighting & Controls be responsible for any loss resulting from any use of this drawing.

- Notes :
- Calculation Work Plane : Grade
  - Fixture Mounting Height : AS NOTED
  - Calculation Point Spacing : 10'x10'

Drawn By: Ben Foster
Date:11/14/2023
Notes :
Page M of 1

2400 Oakton Mount Prospect, IL

KSA LIGHTING & CONTROLS

DiMeo Brothers  
2400 Oakton St  
Mount Prospect, IL 60005

No.	Description	Date

designhaus^{inc.}  
architecture  
860 lively boulevard elk grove village, illinois 60007  
p: 847.593.5010 f: 847.593.5012 www.dhausarch.com

PROJECT NO: 23.179  
SHEET NO:

A0.06

DRAWINGS COPYRIGHT 2023  
DESIGNHAUS, INC.  
THESE DRAWINGS ARE PROTECTED UNDER  
SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C.

SHEET TITLE:  
DRAWN BY:

Photometric  
CHECKED BY:

12/28/2023 1:06:33 AM





**designhaus**^{inc.}  
architecture  
860 lively boulevard   elk grove village, illinois 60007  
p: 847.593.5010   f: 847.593.5012   www.dhausarch.com

No.	Description	Date

**DiMeo Brothers**  
2400 Oakton St  
Mount Prospect, IL 60005

PROJECT NO: 23.179  
SHEET NO:

**A0.07**

DRAWINGS COPYRIGHT 2023  
DESIGNHAUS, INC.  
THESE DRAWINGS ARE PROTECTED UNDER  
SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C.

SHEET TITLE:	Rendering
DRAWN BY:	AA      CHECKED BY: DHI

12/29/2023 10:51:09 AM





**designhaus**^{inc.}  
architecture  
860 lively boulevard   elk grove village, illinois 60007  
p: 847.593.5010   f: 847.593.5012   www.dhausarch.com

No.	Description	Date

**DiMeo Brothers**  
2400 Oakton St  
Mount Prospect, IL 60005

PROJECT NO: 23.179  
SHEET NO:

**A0.08**

DRAWINGS COPYRIGHT 2023  
DESIGNHAUS, INC.  
THESE DRAWINGS ARE PROTECTED UNDER  
SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C.

SHEET TITLE:  
DRAWN BY:

Rendering 2

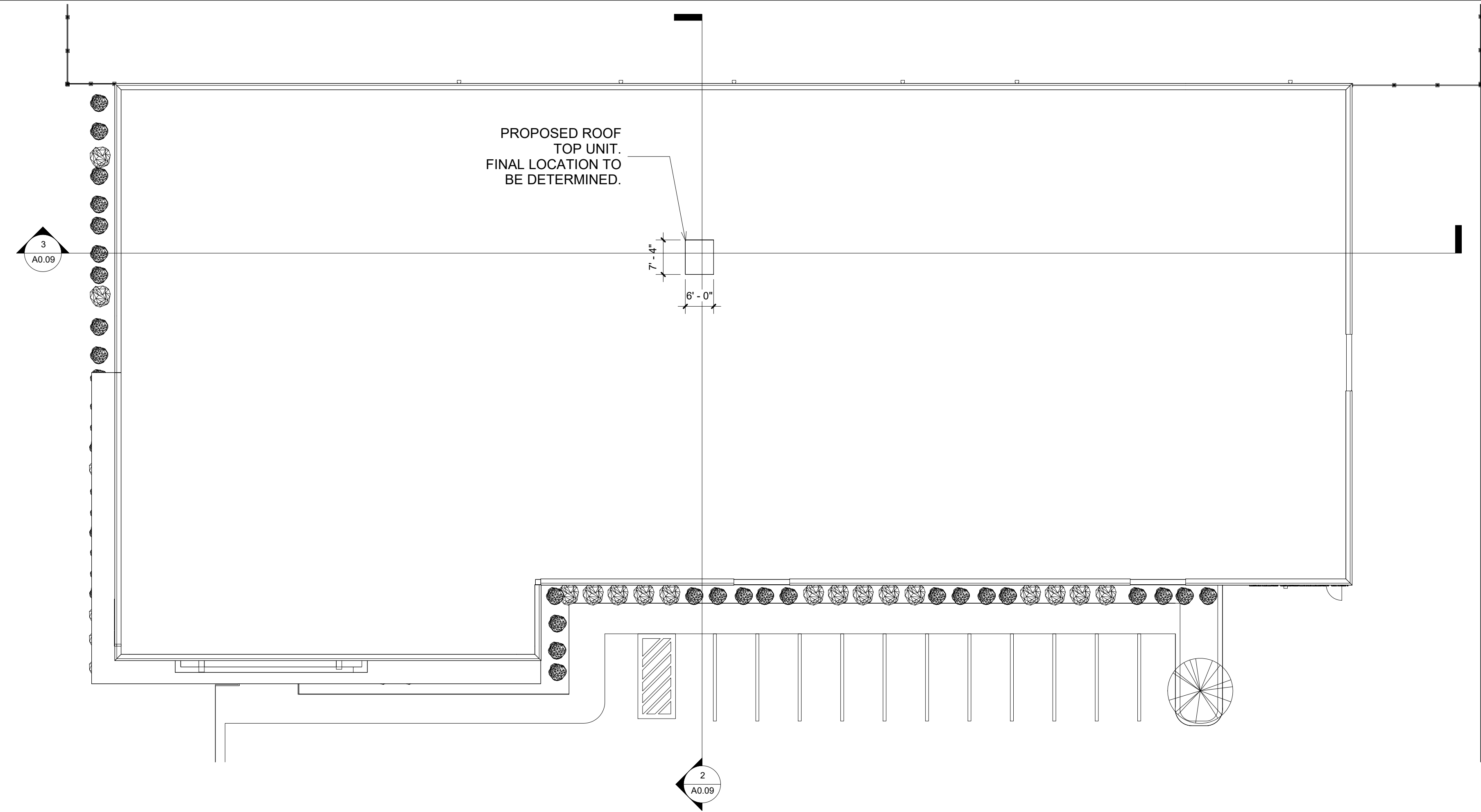
CHECKED BY:

AA

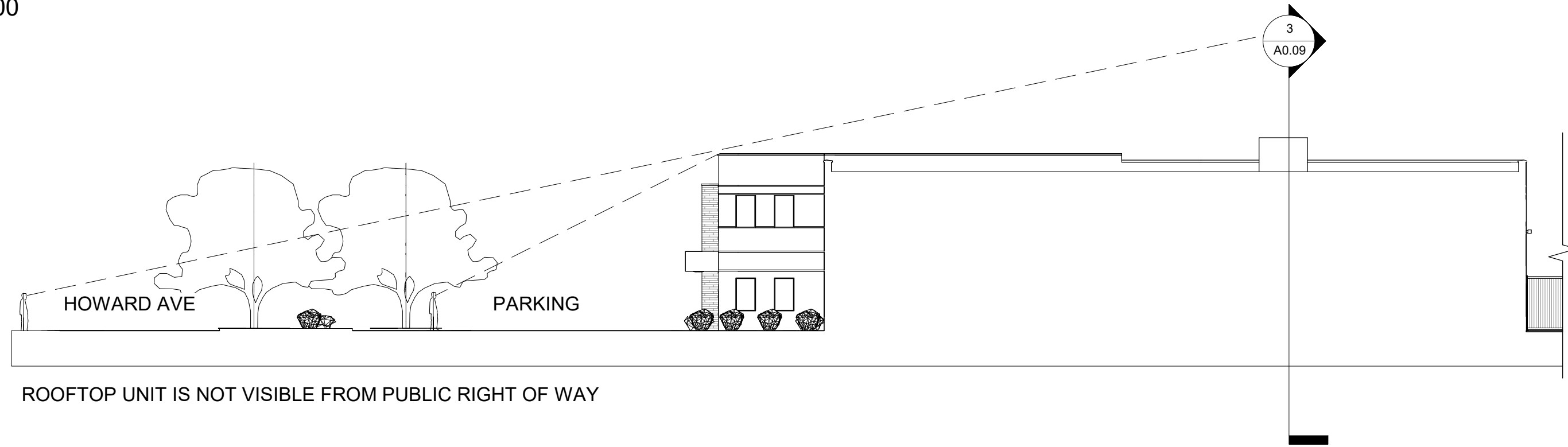
DHI

12/28/2023 1:06:49 AM

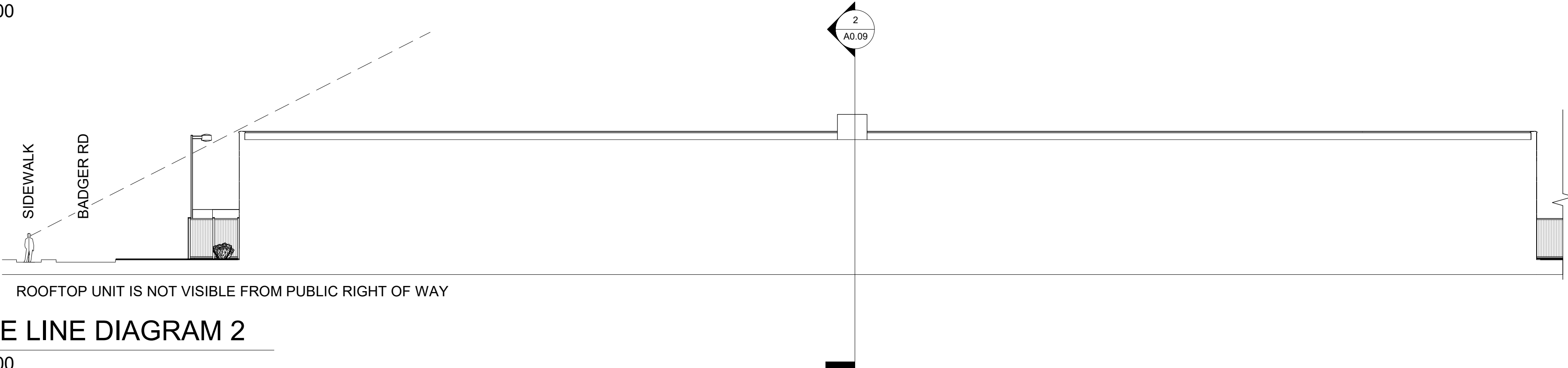




1 ROOF PLAN  
1 : 200



2 SITE LINE DIAGRAM  
1 : 200



3 SITE LINE DIAGRAM 2  
1 : 200

**designhaus** inc.  
architecture  
860 lively boulevard elk grove village, illinois 60007  
p: 847.593.5010 f: 847.593.5012 www.dhausarch.com

No.	Description	Date

**DiMeo Brothers**  
2400 Oakton St  
Mount Prospect, IL 60005

PROJECT NO: 23.179

SHEET NO:

**A0.09**

DRAWINGS COPYRIGHT 2023  
DESIGNHAUS, INC.  
THESE DRAWINGS ARE PROTECTED UNDER  
SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C.

SHEET TITLE:  
DRAWN BY:

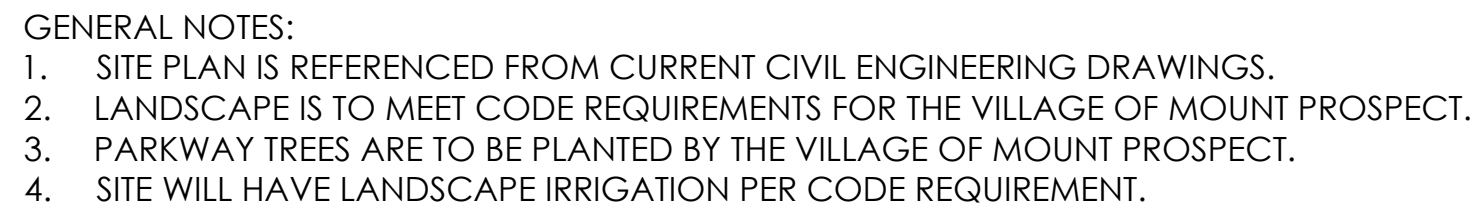
Roof Plan and Site Line Diagram  
AA

CHECKED BY:

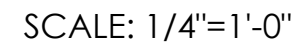
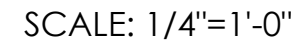
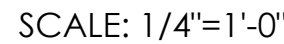
DHI

12/28/2023 1:07:00 AM





SCALE: 1"=40'-0"



**Foundation Planting**  
4 foot setback with planting

## LANDSCAPE REQUIREMENTS

Evergreen Shrubs				
<i>Buxus x Glencoe</i>	Chicagoland Green Boxwood	45	36 inches	B&B
<i>Juniperus communis</i> var. <i>montana</i>	Mountain Juniper	92	36 inches	B&B
<i>Juniperus procumbens</i> 'Nana'	Creeping Juniper	6	12 inches	5 gallon
<i>Taxus cuspidata</i>	Japanese Yew	50	36 inches	B&B
Perennials and Groundcovers				
<i>Heuchera</i> 'Georgia Peach'	Coral Bells	159		1 gallon
<i>Iris versicolor</i>	Blue Flag Iris	130		1 gallon
<i>Liriope spicata</i>	Creeping Lilyturf	24		1 gallon
<i>Sporobolus heterolepis</i>	Prairie Dropseed	29		1 gallon

## PLANT SCHEDULE

**GSD**  
LANDSCAPE ARCHITECTURE  
5804 N TALMAN AVE  
CHICAGO, ILLINOIS 60659  
773-732-0311  
GLEHMAN@GSTDUDIODESIGN.NET

# LANDSCAPE PLANS

2400 E OAKTON STREET

MOUNT PROSPECT, ILLINOIS

COPYRIGHT:  
THIS DRAWING SHALL NOT BE USED,  
REPRODUCED, MODIFIED OR SOLD EITHER  
WHOLLY OR IN PART, EXCEPT WHEN  
AUTHORIZED IN WRITING BY THE LANDSCAPE  
ARCHITECT.

PROJECT NO.:	23047
--------------	-------

ISSUE DATE: DEC. 13, 2023

SCALE: AS NOTED

SHEET NUMBER

L1

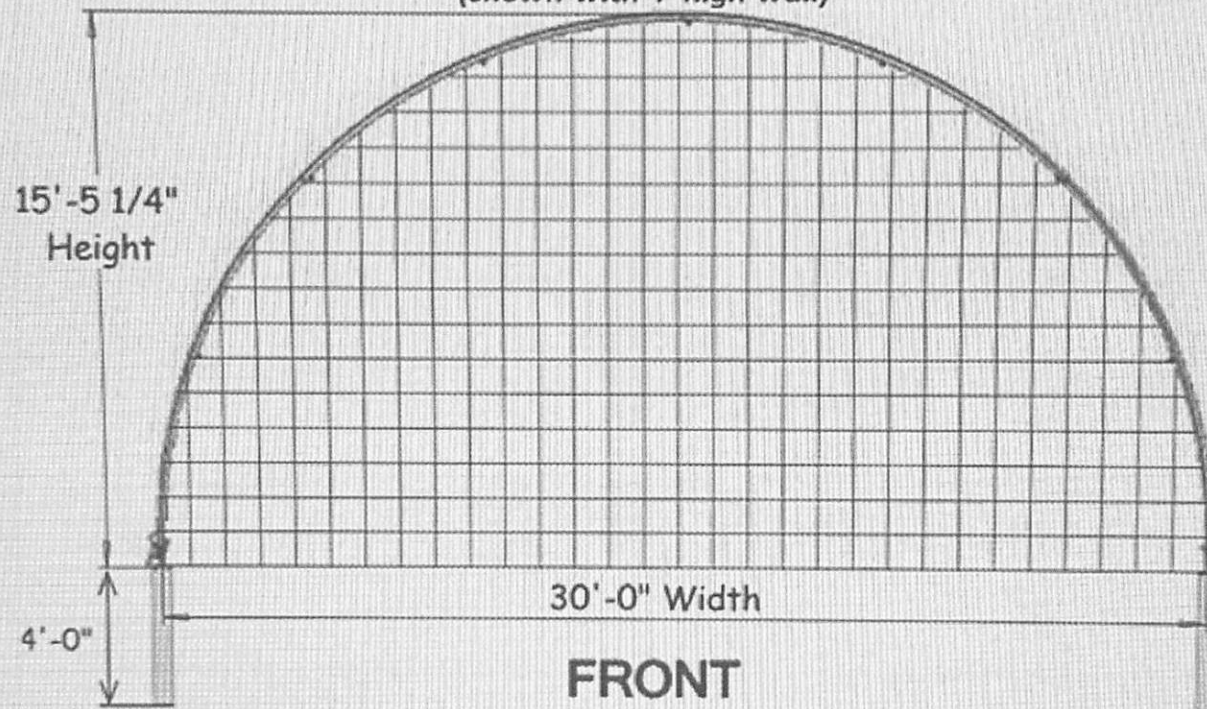


# 36'WX72'LX20'2"H WALL MOUNT BUILDING



30'WX60'LX19'H WALL MOUNT FABRIC BUILDING

30' wide x 15' high wall mount storage building end profile  
(shown with 4' high wall)



**FRONT**  
Grid Represents 12" Squares

# DiMeo Bros., Inc.

---

720 Richard Lane  
Elk Grove, IL 60007

Phone 847.640.2240  
Fax 847.640.2221

## “EXHIBIT 5”

Dec 29th, 2023

Village of Mt Prospect  
Attn: Ann Choi  
50 S Emerson St  
Mt Prospect, IL 60056

Dear Ann,

Pursuant to the DiMeo Brothers’ proposal to purchase 2400 Oakton and rezone it for conditional use, allow this document to serve as Exhibit Q in support of approval:

DiMeo Bros. seeks compliance with and will abide by village ordinance Section 14.2104(G) regarding construction materials. Our proposed site will strictly serve as a maintenance and storage yard. Delivery to/from our site typically consists of dirt, asphalt, concrete, stone, and topsoil. Our onsite shop typically handles hard steel, hard plastic, and concrete. Our company does no manufacturing of any sort; and does not engage in the direct use or application of toxic and explosive materials.

Thank you very much for your attention to these matters.

Sincerely,

*Mark DiMeo*

Mark DiMeo  
DiMeo Bros., Inc.

*John DiMeo*

John DiMeo  
DiMeo Bros., Inc.





## Illinois Department of Natural Resources

One Natural Resources Way Springfield, Illinois 62702-1271  
www.dnr.illinois.gov

JB Pritzker, Governor  
Colleen Callahan, Director

**Office of Water Resources • 2050 West Stearns Road • Bartlett, Illinois 60103**

April 20, 2022

SUBJECT: Permit No. NE2022024  
2400 Oakton Street Development  
Higgins Creek  
Cook County, Application No. N20210075

Aleksandar Mimic  
2400 Oakton  
2400 East Oakton Street  
Arlington Heights, Illinois 60005

Dear Mr. Mimic:

Enclosed is Illinois Department of Natural Resources, Office of Water Resources Permit No. NE2022024 authorizing the subject project. This permit does not supersede any other federal, state or local authorizations that may be required for the project.

Please be advised that the Illinois Department of Natural Resources, Office of Realty & Capital Planning (ORCP) participates in the regulatory programs of the U.S. Army, Corps of Engineers (USACE) and may review this project if a USACE Section 10 or 404 permit is required. Issuance of a permit by the Office of Water Resources does not preclude ORCP's provision of comments and/or recommendations, primarily related to biological effects of the action, to the USACE and other federal agencies concerning your project.

If any changes of the permitted work are found necessary, revised plans should be submitted promptly to this office for review and approval. Also, this permit expires on the date indicated in Condition (13). If you are unable to complete the work by that date, the permittee may make a written request for a time extension.

Please contact Mark Hoskins of my staff at (847) 608-3116 if you have any questions.

Sincerely,

William T. Boyd, P.E.  
Chief, Northeastern Illinois Regulatory Programs Section

WTB/MH:

Enclosure

cc: Chicago District, U.S. Army Corps of Engineers  
Cook County Department of Highways  
Dave Kamano, Civil and Environmental Consultants, Inc.







**PERMIT NO. NE2022024**

**DATE: April 20, 2022**

**State of Illinois**  
**Department of Natural Resources, Office of Water Resources**

Permission is hereby granted to:

**2400 Oakton  
2400 East Oakton Street  
Arlington Heights, Illinois 60005**

**to excavate and regrade the channel and install an outfall in the floodway of Higgins Creek in the Southeast Quarter of Section 21, Township 42 North, Range 11 East of the Third Principal Meridian in Cook County,**

**in accordance with an application dated May 5, 2021, and the plans and specifications entitled:**

**FINAL ENGINEERING PLANS, 2400 EAST OAKTON STREET, MOUNT PROSPECT, ILLINOIS, COVER SHEETS, C300, C301, C400, C401, C601, ALL DATED MAY 7, 2021, ALL RECEIVED MAY 12, 2021, AND FIGURE 10, DATED MARCH 2022, RECEIVED APRIL 4, 2022.**

**Examined and Recommended:**

**William T. Boyd, Chief  
Northeastern IL Regulatory  
Programs Section**

**Approval Recommended:**

  
**Loren Wobig, Director  
Office of Water Resources**

**Approved:**

  
**Colleen Callahan, Director  
Department of Natural Resources**

**This PERMIT is subject to the terms and special conditions contained herein.**

**THIS PERMIT IS SUBJECT TO THE FOLLOWING CONDITIONS:**

- 1) This permit is granted in accordance with the Rivers, Lakes and Streams Act "615 ILCS 5."
- 2) This permit does not convey title to the permittee or recognize title of the permittee to any submerged or other lands, and furthermore, does not convey, lease or provide any right or rights of occupancy or use of the public or private property on which the activity or any part thereof will be located, or otherwise grant to the permittee any right or interest in or to the property, whether the property is owned or possessed by the State of Illinois or by any private or public party or parties.
- 3) This permit does not release the permittee from liability for damage to persons or property resulting from the work covered by this permit, and does not authorize any injury to private property or invasion of private rights.
- 4) This permit does not relieve the permittee of the responsibility to obtain other federal, state or local authorizations required for the construction of the permitted activity; and if the permittee is required by law to obtain approvals from any federal or state agency to do the work, this permit is not effective until the federal and state approvals are obtained. If construction does not begin within two years of the date of this permit, the permittee must submit the project to EcoCat (<http://dnr.illinois.gov/EcoPublic/>) for an updated consultation under the Illinois Endangered Species Protection Act and the Illinois Natural Areas Preservation Act.
- 5) The permittee shall, at the permittee's own expense, remove all temporary piling, cofferdams, false work, and material incidental to the construction of the project. If the permittee fails to remove such structures or materials, the Department may have removal made at the expense of the permittee.
- 6) In public waters, if future need for public navigation or other public interest by the state or federal government necessitates changes in any part of the structure or structures, such changes shall be made by and at the expense of the permittee or the permittee's successors as required by the Department or other properly constituted agency, within sixty (60) days from receipt of written notice of the necessity from the Department or other agency, unless a longer period of time is specifically authorized.
- 7) The execution and details of the work authorized shall be subject to the review and approval of the Department. Department personnel shall have the right of access to accomplish this purpose.
- 8) Starting work on the activity authorized will be considered full acceptance by the permittee of the terms and conditions of the permit.
- 9) The Department in issuing this permit has relied upon the statements and representations made by the permittee; if any substantive statement or representation made by the permittee is found to be false, this permit will be revoked; and when revoked, all rights of the permittee under the permit are voided.
- 10) In public waters, the permittee and the permittee's successors shall make no claim whatsoever to any interest in any accretions caused by the activity.
- 11) In issuing this permit, the Department does not ensure the adequacy of the design or structural strength of the structure or improvement.
- 12) Noncompliance with the conditions of this permit will be considered grounds for revocation.
- 13) If the construction activity permitted is not completed on or before December 31, 2024 this permit shall cease and be null and void.

# DiMeo Bros., Inc.

Exh. 5.1 10

720 Richard Lane  
Elk Grove, IL 60007

Phone 847.640.2240  
Fax 847.640.2221

## "EXHIBIT 10"

Dec 29th, 2023

Village of Mt Prospect  
Attn: Ann Choi  
50 S Emerson St  
Mt Prospect, IL 60056

Dear Ann,

Pursuant to its purchase of the property located at 2400 Oakton, DiMeo Bros. seeks reimbursement from the Village of Mt Prospect 6B/TIF funding opportunities for small businesses. DiMeo Bros. has chosen and is aggressively pursuing making this property our new home.

We estimate that DiMeo Bros. will need to invest roughly \$12,485,000 to transform this vacant land into a state-of-the art facility that will meet our business needs. In addition to the purchase price near \$3,850,000, we estimate additional funding of \$3,635,000 for site remediation and approximately \$5,000,000 in construction costs.

DiMeo Bros. recognizes that it will be necessary to improve some village property as well. We intend to develop and upgrade the existing right-of-way on Oakton Avenue with new sidewalk and landscaping. This aesthetic measure will help spark future interest and development in the area. Also, we intend to remediate Higgins Creek, which will benefit the drainage system for both our site as well as the surrounding area.

With these efforts in mind, please consider working with us in developing a plan for the use of 6B/TIF funds. We welcome your suggestions and guidance in helping to streamline this process.

Thank you very much for your attention to these matters.

Sincerely,

*Mark DiMeo*

Mark DiMeo  
DiMeo Bros., Inc.

*John DiMeo*

John DiMeo  
DiMeo Bros., Inc.



# 2400 Oakton St. Mt. Prospect

## Projected Costs

### Civil / Site Development

Land Acquisition	\$3,850,000
Asphalt Paving	\$750,000
Civil Engineering	\$85,000
Concrete Curb / Sidewalks	\$250,000
Excavation / Site Utilities	\$3,750,000
Fencing	\$200,000
Footings / Walls / Slab	\$400,000
Landscaping	\$50,000
Site Lighting	\$100,000

<b>Subtotal</b>	<b>\$9,435,000</b>
-----------------	--------------------

### Building Development

Architecture	\$50,000
Alarms / Security	\$60,000
Awnings	\$30,000
Cabinets	\$25,000
Carpentry	\$400,000
Carpeting	\$30,000
Doors	\$25,000
Electrical / Lighting	\$250,000
Furniture	\$300,000
Garage Doors	\$70,000
HVAC	\$250,000
IT	\$25,000
Mason	\$50,000
Painting	\$150,000
Plumbing	\$150,000
Pre-cast	\$400,000
Roofing	\$200,000
Sign	\$10,000
Steel	\$425,000
Tile	\$50,000
Windows	\$100,000

<b>Subtotal</b>	<b>\$3,050,000</b>
-----------------	--------------------

**Grand Total**

**\$12,485,000**

**MAYOR**  
Paul Wm. Hoefert

**TRUSTEES**  
Vincent J. Dante  
Agostino S. Filippone  
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](http://www.mountprospect.org)

## **Village of Mount Prospect**

50 S. Emerson Street, Mount Prospect, Illinois 60056

January 8, 2024

Dimeo Bros. Inc.  
Attn: Mark DiMeo  
720 Richard Lane  
Elk Grove Village, IL 60007  
Via e-mail: [john@dimeobros.com](mailto:john@dimeobros.com)

### **Re: 2400 E. Oakton Street / Conditional Use for Contractors' Storage Yard / Review #2 Comments**

Dear Mr. Dimeo,

The Village of Mount Prospect has reviewed the submittal requesting conditional use approval for a contractors' storage yard and has the following review comments. **A review response letter should be submitted with the revised plans stating how each comment was addressed:**

#### **Planning Division:**

1. Revise the Responses to Conditional Use Standards #2 to correct the reference to "residential" in the third sentence. The subject property is located along industrial roads, and adjoining neighbors are industrial.
2. Landscape Plan (can be addressed during building permit submittal):
  - a. Remove from the landscape plan all parkway trees and the parkway tree plant schedule specifying the trees to be planted by the Village as the Village will determine the types and locations of the parkway trees.
  - b. Delete all perimeter shade trees that are located outside of the property boundaries. All required perimeter shade trees shall be planted within the property boundaries.
  - c. Shrubs to be installed shall meet the minimum criteria at time of installation:
    - i. Fifty percent (50%) of shrubs shall be deciduous and fifty percent (50%) evergreen.
    - ii. For shrubs that mature at less than five feet (5') in height, minimum installation size shall be two feet (2').
    - iii. For shrubs that mature taller than five feet (5') in height, minimum installation size shall be three feet (3').
3. Per Section 14.314: Outdoor Lighting Regulations: Full cutoff luminaries with a total cutoff angle of not more than 90 degrees and flat lenses are required. Wall lights, where used, shall be full cutoff and fully shielded.

- a. Tilt angles for “AWFD” light fixtures should be zero to comply with full cutoff requirement.
  - b. Provide details for proposed light poles and foundations at time of building permit submittal.
4. Please provide the height of the stored construction material that will be visible above the proposed 8-foot-tall perimeter fence.
5. If the Conditional Use is approved by the Village, a Plat of Consolidation will be required to consolidate the three lots into one. The applicant shall submit a plat of consolidation application prior to building permit submittal; the plat shall be recorded with Cook County prior to the issuance of any Certificates of Occupancy.
6. Page 1 of the Traffic Impact Statement states that Oakton Street is under the jurisdiction of the Village of Mount Prospect but this statement should be revised to state that Oakton Street is under the jurisdiction of IDOT.

**Building Department:**

7. For the permit submittal, the appropriate code analysis, architectural, structural mechanical electrical plumbing energy and accessibility drawings shall be prepared for permit application review to the Village. This preliminary review does not constitute approval of the building permit application.

**Public Works Department:**

8. Engineering/Public Works has no objections to the use proposed for the site. However, it must be noted that several challenges exist to developing this site (the proximity of Higgins Creek and the associated floodplain, utility easements across the site, etc.). These challenges were detailed in our previous review, and discussed with the owner and design engineer. **No Code variations or exceptions were requested or are recommended for approval.** The design will have to meet all Village, and other agency (MWRD, IDNR, IDOT, FEMA, etc.) requirements. This includes the possibility of having to obtain a Conditional Letter of Map Revision (CLOMR) from FEMA prior to beginning construction.

**Fire Department:**

The petitioner is advised of the following conditional approval comments from the Fire Department:

9. Additional fire hydrants may be required for this project. Hydrants shall be provided around the perimeter of the building at a maximum of three hundred feet (300') spacing measured along access roads. Such hydrants shall be installed not more than fifty feet (50') nor less than twenty-five feet (25') from the building. Fire hydrants will be required within three hundred feet (300') (spacing) around the entire building. An additional fire water loop will be required along the front of the building based on the configuration around the building. A minimum of 10-inch water main will also be required to meet minimum water flow requirements.

The petitioner is advised that the following items must be included in the building/site plans submittal:

10. A fire sprinkler system following NFPA 13 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

11. A fire alarm system will be required for this project for all buildings. Ensure 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, 24.204

12. All new sprinkler risers and associated equipment shall be in a separate room with a minimum of one hour of construction.
13. Fire hydrants are shown to be supplied from water mains throughout the new development. Water flow calculations will be required to verify that the new proposed water main sizes can meet the required fire flow GPM demand. The minimum fire flow for an industrial occupancy is 3000 gallons per minute at 20 PSI residual pressure. This documentation must be provided to the Village of Mount Prospects Public Works Engineering Department for review and approval with a copy to the Mount Prospect Fire Department.

Village of Mount Prospect Fire Prevention Code, 16.403 C

14. A minimum of three feet (3') clear space shall be maintained around the circumference of any new or existing fire hydrant, fire department connection, fire protection control valve or any other fire protection system component.
15. An egress plan must be provided for the space. 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. 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

**Please make the changes as noted above and submit a point-by-point response letter and pdf files of the drawings.** You may e-mail the digital copy. Feel free to contact me at (847) 818-5314 / [achoi@mountprospect.org](mailto:achoi@mountprospect.org) if you have any questions.

Sincerely,



Ann Choi  
Development Planner  
Community Development

c: File



**MAYOR**  
Paul Wm. Hoefert

**TRUSTEES**  
Vincent J. Dante  
Agostino S. Filippone  
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](http://www.mountprospect.org)

## Village of Mount Prospect

50 S. Emerson Street, Mount Prospect, Illinois 60056

January 12, 2024

Dimeo Bros. Inc.  
Attn: Mark DiMeo  
720 Richard Lane  
Elk Grove Village, IL 60007  
Via e-mail: [john@dimeobros.com](mailto:john@dimeobros.com)

### **Re: 2400 E. Oakton Street / Conditional Use for Contractors' Storage Yard / Review #3 Comments on Traffic Impact Statement**

Dear Mr. Dimeo,

The Village of Mount Prospect has reviewed the submittal requesting conditional use approval for a contractors' storage yard and has the following review comments on the Traffic Impact Statement that was submitted on 01/04/2024. **Please be ready to address each comment in addition to the comments provided in the review letter dated 01/08/2024 at the public hearing and provide a review response letter addressing comments provided in both review letters.**

#### **Public Works Department:**

PW's comments regarding the Traffic Impact Statement:

1. Correct the report to note that Oakton Street is under IDOT jurisdiction.
2. The report notes 6 drivers, but the plans show 24 truck parking spaces. Confirm that the TIS considers future/full use of the site.
3. Because of the proximity to Badger Road, PW does not support two (2) driveways onto Oakton Street. However, the Village will defer to IDOT.

**Please make the changes as noted above and submit a point-by-point response letter and pdf files of the drawings.** You may e-mail the digital copy. Feel free to contact me at (847) 818-5314 / [achoi@mountprospect.org](mailto:achoi@mountprospect.org) if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Ann Choi", is written over a light blue horizontal line.

Ann Choi  
Development Planner  
Community Development

c: File