

**AN ORDINANCE APPROVING A TAX INCREMENT FINANCING
REDEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF
ARLINGTON HEIGHTS AND RPS ARLINGTON, LLC**

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ARLINGTON HEIGHTS:

SECTION ONE: That a Tax Increment Financing Redevelopment Agreement between RPS Arlington, LLC, developer of property within Southpoint Shopping Center located at 750 East Rand Road, Arlington Heights, Illinois, and the Village of Arlington Heights, a true and correct copy of which is attached hereto, be and the same is hereby approved.

SECTION TWO: The Village Manager and Village Clerk are hereby authorized and directed to execute said Agreement on behalf of the Village of Arlington Heights.

SECTION THREE: This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law and the Agreement shall be recorded by the Village Clerk in the Office of the Cook County Clerk.

AYES:

NAYS:

PASSED AND APPROVED this 16th day of May 2022.

Village President

ATTEST:

Village Clerk

THIS DOCUMENT
PREPARED BY AND AFTER
RECORDING RETURN TO:

Hart M. Passman, Esq.
Elrod Friedman LLP
325 North LaSalle St.
Suite 450
Chicago, IL 60654

This Space for Recorder's Use Only

TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT

BY AND BETWEEN

THE VILLAGE OF ARLINGTON HEIGHTS

AND

RPS ARLINGTON, LLC

(750 EAST RAND ROAD – SOUTHPOINT SHOPPING CENTER)

DATED AS OF _____, 2022

{00125746.7}

**VILLAGE OF ARLINGTON HEIGHTS
TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT
(750 EAST RAND ROAD – SOUTHPOINT SHOPPING CENTER)**

THIS REDEVELOPMENT AGREEMENT (“*Agreement*”) is made and entered into this _____ day of _____, 2022, by and between the **VILLAGE OF ARLINGTON HEIGHTS**, an Illinois home rule municipal corporation (“*Village*”), and **RPS ARLINGTON, LLC**, a Florida limited liability company (“*Developer*”) (the Village and the Developer are, collectively, the “*Parties*”).

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the Village’s home rule powers, the Village and the Developer hereby agree as follows:

SECTION 1. RECITALS.¹

A. Pursuant to the TIF Act, the Village has undertaken a program to redevelop certain property within a designated portion of the Village, known as the Palatine and Rand Roads Redevelopment Project Area (“*Redevelopment Project Area*”).

B. The Redevelopment Project Area encompasses a retail shopping mall commonly known as the Southpoint Shopping Center.

C. On February 7, 2005, the Corporate Authorities of the Village, after giving all notices and conducting all public hearings required by the TIF Act, adopted the following ordinances: (1) Ordinance No. 05-007, approving a Tax Increment Redevelopment Plan and Project for the Redevelopment Project Area, (2) Ordinance No. 05-008, designating the Redevelopment Project Area pursuant to the TIF Act, and (3) Ordinance No. 05-009, adopting Tax Increment Allocation Financing for the Redevelopment Project Area.

D. The Developer is the owner of the Property, which is located generally within eastern portion of the Southpoint Shopping Center, and within the Redevelopment Project Area.

E. The Property is improved with a single-story commercial building (“*Building*”), a public parking lot (“*Parking Lot*”), and related improvements.

F. The Developer intends to redevelop and improve the Property by: (i) repairing and improving the façade and exterior of the Building; (ii) replacing the roof of the Building; (iii) renovating the Parking Lot; (iv) removing asbestos from the Building; (v) constructing other site improvements on the Property; and (vi) such other related work and costs as listed on **Exhibit E** (collectively, the “*Project*”).

¹ All capitalized words and phrases throughout this Agreement have the meanings set forth in the preamble above and in Section 2 and the other provisions of this Agreement. If a word or phrase is not specifically defined in this Agreement, it has the meaning ascribed to it in the Zoning Code (as defined in Section 2 of this Agreement).

G. In connection with the Developer’s undertaking of the Project within the Redevelopment Project Area, the Developer intends to construct certain site improvements, the costs of which are eligible for reimbursement pursuant to the TIF Act.

H. The Developer would not undertake the Project but for the benefit of certain tax increment financing to be provided by the Village in accordance with the terms set forth in this Agreement.

I. In order to serve the needs of the Village, produce increased tax revenues for the various taxing districts authorized to levy taxes on the Property, and stimulate and induce the redevelopment of the Southpoint Shopping Center, the Village has agreed to reimburse the Developer for certain Redevelopment Project Costs incurred in connection with the Project through property tax increment revenues, all in accordance with the terms and provisions of the TIF Act and this Agreement.

J. The Corporate Authorities of the Village, after due and careful consideration, have concluded that the redevelopment of the Property as provided for in this Agreement will further the growth of the Village, facilitate a portion of the redevelopment of the Redevelopment Project Area, improve the environment of the Village, increase the assessed valuation of the real estate situated within the Village, foster increased economic activity within the Village, increase employment opportunities within the Village, upgrade public infrastructure within a portion of the Redevelopment Project Area, and otherwise be in the best interests of the Village by furthering the health, safety, morals and welfare of its residents and taxpayers.

SECTION 2. DEFINITIONS; RULES OF CONSTRUCTION.

A. Definitions. Whenever used in this Agreement, the following terms have the following meanings unless a different meaning is required by the context:

“Anchor Lease”: A lease agreement with an Anchor Tenant pursuant to the requirements described in Section 3.C of this Agreement.

“Anchor Tenant”: At Home Stores, LLC, a Texas limited liability company, or a comparable replacement retail tenant of comparable quality and credit rating, with comparable anticipated annual sales tax receipts, as determined and approved in advance and in writing by the Village Manager.

“Building Materials Plan”: That certain Building Materials Plan prepared by Core States Group, consisting of two sheets, with a latest revision date of February 22, 2022, a copy of which is attached to this Agreement as **Exhibit B-3**.

“Certificate of Expenditure”: Defined in Section 8.B.1 of this Agreement.

“Corporate Authorities”: The President and Board of Trustees of the Village.

“Developer”: RPS Arlington, LLC, a Florida limited liability company.

“Effective Date”: The date set forth in the first sentence on Page 1 of this Agreement.

“Engineering Plans”: Those certain Engineering Plans prepared by Core States Group, consisting of six sheets, with a latest revision date of March 7, 2022, a copy of which is attached to this Agreement as **Exhibit B-2**.

“Events of Default”: Defined in Section 14 of this Agreement.

“Evidence of Lease Date”: The date on which the Village Clerk receives evidence deemed satisfactory in the sole discretion of the Village, that the Developer has entered into the Anchor Lease with an Anchor Tenant.

“Floor Plans”: Those certain Floor Plans prepared by Core States Group, consisting of one sheet, with a latest revision date of April 12, 2022, a copy of which is attached to this Agreement as **Exhibit B-4**.

“Fund”: The special tax allocation fund established for the TIF District in accordance with the TIF Act and the TIF Approval Ordinances.

“Improvements”: The improvements to be made in connection with the development of the Property pursuant to the Project, as provided in Section 4 of this Agreement, including, without limitation, the improvements identified in the Project Development Plans.

“Incremental Property Taxes”: The ad valorem taxes, if any, arising from the taxes levied upon the Redevelopment Project Area, which taxes are attributable to the increases in the then current equalized assessed value of each taxable lot, block, tract, or parcel in the Property over and above the total initial equalized assessed value of each such lot, block, tract, or parcel of real property, all as determined by the County Clerk of Cook County, Illinois, pursuant to and in accordance with the TIF Act, the TIF Approval Ordinances, and this Agreement.

“Letter of Intent”: Defined in Section 3.C of this Agreement.

“Parking Lot Plan”: That certain Parking Lot Plan prepared by Core States Group, consisting of one sheet, with a latest revision date of March 28, 2022, a copy of which is attached to this Agreement as **Exhibit B-6**.

“Person”: Any corporation, partnership, individual, joint venture, trust, estate, association, business, enterprise, proprietorship, or other legal entity of any kind, either public or private, and any legal successor, agent, representative, or authorized assign of the above.

“Property”: That certain tract of land, consisting of approximately 7.42 acres, commonly known as 750 East Rand Road, and legally described in **Exhibit A** attached to this Agreement.

“Project Commencement Date”: Defined in Section 5.B.1 of this Agreement.

“Project Completion Date”: Defined in Section 5.B.3 of this Agreement.

“Project Development Plans”: Collectively, those plans and specifications for the Project attached to this Agreement as Group Exhibit B.

“Public Improvements”: Those Improvements that will be dedicated to, and accepted by, the Village.

“Redevelopment Plan”: The redevelopment plan and project for the TIF District adopted pursuant to Village Ordinance No. 05-007.

“Redevelopment Project Costs”: All qualifying redevelopment project costs that are: (i) authorized and defined by the TIF Act (65 ILCS 5/11-74.4-3(q)) and included within the Redevelopment Plan; and (ii) incurred by the Developer to construct the Project.

“TIF-Eligible Costs”: Redevelopment Costs that are eligible for reimbursement by the Village pursuant to this Agreement and the TIF Act, including costs related to the Parking Lot Improvements, roof replacement, asbestos removal, HVAC and mechanical replacement, and façade renovation, each as further described in **Exhibit E** attached to this Agreement.

“Requirements of Law”: All applicable federal, state, and Village laws, statutes, codes, ordinances, resolutions, rules and regulations, as well as judicial decisions and orders binding on the Parties or the Project.

“Roof Plan”: That certain Roof Plan prepared by Core States Group, consisting of one sheet, with a latest revision date of April 12, 2022, a copy of which is attached to this Agreement as **Exhibit B-5**.

“Site Plan”: That certain Site Plan prepared by Core States Group, consisting of one sheet, with a latest revision date of April 12, 2022, a copy of which is attached to this Agreement as **Exhibit B-1**.

“Site Restoration”: Site restoration and modification activities to establish a park-like setting suitable for passive outdoor recreational activities, including without limitation, demolition of partially constructed improvements and structures, regrading, erosion control, and installation of sod or seeding.

“Structure”: Defined in Section 28-3 of the Zoning Code.

“TIF”: Tax increment financing, as further defined and described in the TIF Act.

“TIF Act”: The Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.*

“TIF Approval Ordinances”: Village Ordinance No. 05-007, Ordinance No. 05-008, and Ordinance No. 05-009.

“TIF District”: The Palatine and Rand Roads Redevelopment Project Area, designated by the Corporate Authorities pursuant to Village Ordinance No. 05-008.

“Total Developer Costs”: Defined in Section 8.C.1 of this Agreement.

“Total Project Budget”: Defined in Section 3.A.2 of this Agreement.

“Transferee Assumption Agreement”: Defined in Section 11.B.4 of this Agreement.

“Uncontrollable Circumstance”: Any of the following events and circumstances that are unforeseen and materially change the costs or ability of the Developer to carry out their obligations under this Agreement:

1. A change in the Requirements of Law;
2. Insurrection, riot, civil disturbance, sabotage, act of public enemy, explosion, nuclear incident, war, or naval blockade;
3. Epidemic, hurricane, tornado, landslide, earthquake, lightning, fire, windstorm, other extraordinary weather condition, or other similar act of God;
4. Governmental condemnation or taking; or
5. Strikes or labor disputes, other than those caused by the unlawful acts of the Developer, its partners, or affiliated entities.

Uncontrollable Circumstance does not include economic hardship, impracticability of performance, commercial, economic, or market conditions, a failure of performance by a contractor (except as caused by events which are Uncontrollable Circumstances as to the contractor), or any pandemic, epidemic, war, or labor dispute existing on the Effective Date of this Agreement.

“Village Attorney”: The duly appointed Village Attorney of the Village.

“Village Clerk”: The duly appointed Village Clerk of the Village.

“Village Code”: The Municipal Code of Arlington Heights, Illinois, 1995, as amended.

“Village Contribution”: Defined in Section 8.A.1 of this Agreement.

“Village Manager”: The duly appointed Village Manager of the Village or his or her designee, as appointed by the Village Manager.

“Zoning Code”: The 2002 Comprehensive Amendment of the Zoning Ordinance of the Village of Arlington Heights, as amended.

B. Rules of Construction.

1. Grammatical Usage and Construction. In construing this Agreement, pronouns include all genders, and the plural includes the singular and vice versa.

2. Headings. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

3. Calendar Days. Unless otherwise provided in this Agreement, any reference in this Agreement to “day” or “days” means calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

SECTION 3. DEVELOPMENT, USE, OPERATION AND MAINTENANCE OF THE PROPERTY.

Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the Village Code or the Zoning Code or any other rights the Developer may have, the Property must be developed, used, operated, and maintained only pursuant to, and in accordance with, the terms and provisions of this Agreement and its exhibits, including, without limitation, the following development conditions:

A. Standard Conditions.

1. The development, use, operation and maintenance of the Property must comply with all applicable Village codes and ordinances, as the same have been or may be amended from time to time, except to the extent specifically and explicitly provided otherwise in this Agreement.

2. The development, use, operation and maintenance of the Property must comply with the Project Development Plans, except for minor alterations due to final engineering and site work as may be approved by the Village Director of Planning & Community Development, the Village Engineer, or the Village Director of Public Works (for matters within their respective permitted authorities) in accordance with all applicable Village standards.

B. Construction of Structures and Buildings. The Building and all Structures must be constructed and located on the Property as depicted in the Project Development Plans.

C. Anchor Tenant Lease & Use. The Developer must enter into an Anchor Lease with the Anchor Tenant for not less than 100,000 square feet of the Building for use as a furniture & home decor store. The terms of the Anchor Lease must substantially conform to the Letter of Intent by and between the Developer and At Home Stores, LLC and dated November 5, 2021 (“*Letter of Intent*”) attached to this Agreement as **Exhibit G**. The Anchor Lease must include, without limitation, the following terms: (a) a ten-year initial lease term with three options for five-year extensions; (b) a right of the Developer to terminate the Anchor Lease and retake possession of the leased premises if the Anchor Tenant ceases operations for more than 180 days; and (c) a provision expressly disclaiming any right of the Anchor Tenant to prevent the Developer from leasing space at the Property to other retail tenants. The Developer must provide a complete copy of the executed Anchor Lease prior to reimbursement by the Village of any Redevelopment Project Costs.

D. Maintenance. The Developer is responsible for the continuity, care, conservation, maintenance, and operation of the Property, in a condition that is consistent with other comparable commercial properties and is in compliance with all local codes and regulations, and all landscaping, equipment, appurtenances and stormwater detention facilities located on or within

the Property and the cost of power required for such equipment and appurtenances. The Developer and any co-owners of the Property must regularly and systematically perform the maintenance, repair, and replacement of any and all parts or portions of the Property necessary to permit the Property to function as designed.

E. Parking and Loading. The Developer must provide all off-street parking and loading spaces on the Property as required by the Zoning Code.

F. Cooperation with Adjoining Property Owners. The Developer must cooperate in good faith with the Village and with the owners of other real property within the Redevelopment Project Area concerning, and will not unreasonably object or prohibit, future improvements to the Redevelopment Project Area.

G. General Use and Development Restrictions. The development and use of the Property except for minor alterations due to final engineering and site work approved by the Village Director of Planning & Community Development or the Village Director of Public Works, as appropriate, must comply, and be in accordance, with the following (upon their respective approval, adoption, and effective date):

1. This Agreement;
2. The TIF Approval Ordinances;
3. The Project Development Plans, and all individual plans and documents of which they are comprised;
4. The Zoning Code; and
5. The Requirements of Law.

Unless otherwise provided in this Agreement, either specifically or in context, in the event of a conflict between or among any of the plans or documents listed as or within items 1 through 5 of this Section 3.G, the plan or document that provides the greatest control and protection for the Village, as determined by the Village Manager, will control. All of the above plans and documents will be interpreted so that the duties and requirements imposed by any one of them are cumulative among all of them, unless otherwise provided in this Agreement either specifically or in context.

SECTION 4. IMPROVEMENTS.

A. Description of Improvements. The Developer must, at its sole cost and expense, construct and install all of the Improvements depicted on the Project Development Plans, including, without

1. All traffic control improvements set forth in the Project Development Plans;
2. The improvements to the Building, including the façade of the Building, as depicted in the Site Plan, Building Materials Plan, and Building Elevations;

3. The parking lot improvements to the parking lot depicted in the Site Plan and Parking Lot Renderings, including pedestrian crossing and walkway enhancements, of a design to be approved in advance by the Village;

4. The replacement of the roof of the Building depicted in the Roof Replacement Plan;

5. The asbestos removal activities described in the Project Development Plans;
and

6. Any other Improvements identified in the Project Development Plans.

B. Design and Construction of the Improvements.

1. General Standards. All Improvements must be designed and constructed pursuant to and in accordance with the Project Development Plans, and will be subject to the reasonable written satisfaction of the Village Director of Building & Life Safety in accordance with the Village Code. All work performed on the Improvements must be conducted in a good and workmanlike manner, with due dispatch, and within any deadlines provided in this Agreement or in the permits issued by the Village for construction of the Improvements. All materials used for construction of the Improvements must be new and of first-rate quality.

2. Contract Terms; Prosecution of the Work. The Developer must include in every contract for work on the Improvements terms requiring the contractor to prosecute the work diligently and continuously, in full compliance with, and as required by or pursuant to, this Agreement, the Project Development Plans, and the Requirements of Law, until the work is properly completed, and providing that the Developer may take over and prosecute the work if the contractor fails to do so in a timely and proper manner.

3. Engineering Services. The Developer must provide, at its sole cost and expense, all engineering services for the design and construction of the Improvements, by a professional engineer responsible for overseeing the construction of the Improvements. The Developer must promptly provide the Village with the name of a local owner's representative and a telephone number or numbers at which the owner's representative can be reached at all times.

4. Village Inspections and Approvals. All work on the Improvements is subject to inspection and approval by Village representatives at all times.

5. Other Approvals. Where the construction and installation of any Improvement requires the consent, permission, or approval of any public agency or private party, the Developer must promptly file all applications, enter into all agreements, post all security, pay all fees and costs, and otherwise take all steps that may be required to obtain the consent, permission, or approval.

C. Connection of Utilities.

1. Burial of Utilities. The Developer must, at its sole cost and expense, cause to be buried all existing or new utility lines necessary for the Building. The Developer must

cooperate with all utility companies and owners of neighboring properties as may be necessary to ensure that the burial of utilities required pursuant to this Section 4.C.1 does not disrupt utility service to neighboring properties.

2. Compliance with Village Code. No utilities located on the Property may be connected to utilities or utility infrastructure belonging to the Village except in accordance with the applicable provisions of the Village Code, and upon payment of any connection fees required pursuant to the Village Code.

D. Completion of the Improvements. The Village has the right, but not the obligation, to refuse to issue a final certificate of occupancy for any Building or Structure located on the Property until the Improvements are completed by the Developer and approved by the Village. The foregoing does not preclude the Village's issuance of conditional certificates of occupancy pursuant to Section 5.C.2 of this Agreement and the applicable provisions of the Village Code. The issuance of any building permit or certificate of occupancy by the Village at any time prior to completion of all of the Improvements by the Developer and approval of the Improvements by the Village will not confer on the Developer any right or entitlement to any other building permit or certificate of occupancy.

E. Dedication and Maintenance of the Improvements.

1. Final Inspection and Approval of the Improvements. The Developer must notify the Village when it believes that any or all of the Improvements have been fully and properly completed and must request final inspection and approval of the Improvement or Improvements by the Village. The notice and request must be given far enough in advance to allow the Village time to inspect the Improvements and to prepare a punch list of items requiring repair or correction and to allow the Developer time to make all required repairs and corrections prior to the scheduled completion date (as may be established pursuant to this Agreement or in the permits issued by the Village for completion of the Improvements). The Developer must promptly make all necessary repairs and corrections as specified on the punch list. The Village is not required to approve any portion of the Improvements until: (a) all of the Improvements as may be required pursuant to Section 4.A of this Agreement, including all punch list items, have been fully and properly completed; and (b) the Village Director of Building & Life Safety has determined that the specific Improvement has been constructed to completion, in accordance with the Project Development Plans and the Requirements of Law.

2. Dedication and Acceptance of Public Improvements. Neither the execution of this Agreement nor the approval or recordation of any final plat of subdivision for the Property constitutes acceptance by the Village of any Improvements that are depicted as "dedicated" in the Project Development Plans, if any. The acceptance of ownership of, and responsibility for, a specific approved Improvement as a Public Improvement may be made only by the Corporate Authorities, and only in compliance with the requirements of the Village Code.

SECTION 5. DEMOLITION AND CONSTRUCTION.

A. Single Phase of Construction. The construction of the Improvements and the development of the Property must take place in one continuous phase, subject to seasonal conditions, and in accordance with Section 5.F of this Agreement.

B. Construction Schedule. The Developer must pursue, or cause to be pursued, all required development, demolition, construction, and installation of the Structures, Building, and Improvements on the Property in a diligent and expeditious manner, in strict compliance with the Village Code and the Requirements of Law, and in accordance with the project timeline attached to this Agreement as **Exhibit G** and the following:

1. Commencement of Developer Improvements. The Developer must commence construction of the Improvements, if at all, no later than June 23, 2022 (“**Project Commencement Date**”).

2. Commencement of Tenant Improvements. The Developer must commence construction of all Improvements described in the Anchor Lease on or before June 23, 2022.

3. Completion Date. All construction of the Project must be completed, and the Anchor Tenant must commence occupancy of the Building and open to the public for their customary businesses, on or before December 31, 2023 (“**Project Completion Date**”). If construction of the Project is not completed, and the Building not open to the public for their customary businesses, on or before the Project Completion Date, the Developer will not be entitled to reimbursement of any Redevelopment Project Costs, the Village will not pay any portion of the Village Contribution to the Developer, and the Village will have the right to terminate this Agreement upon providing written notice to the Developer.

4. The Village Director of Community Development may, for good cause, extend the deadlines set forth in this Section 5.B for a total of six months.

C. Issuance of Permits and Certificates.

1. General Right to Withhold Permits and Certificates. In addition to every other remedy permitted by law for the enforcement of this Agreement, the Village has the absolute right to withhold the issuance of any building permit or certificate of occupancy for the Property at any time when the Developer has failed or refused to meet fully any of its obligations under, or is in violation of, or is not in full compliance with, the terms of this Agreement; provided, however, the Village must promptly provide a detailed written explanation for such withholding.

2. Conditional Certificate of Occupancy. A conditional certificate of occupancy associated with the Building or Structure to be located on the Property will not be issued until the grading of the street parkways across the frontage of the Building or subject Structure, final grading and installation of top soil, seeding/sod, landscaping on the subject structure have been completed, and sidewalks across the frontage of the Building or subject Structure and street lights and surface course of all street pavement throughout the Property have been installed, subject to seasonal conditions.

D. Removal and Restoration.

1. Removal of Partially Constructed Structures and Improvements. Subject to Uncontrollable Circumstance, if the Developer fails to diligently pursue all demolition and construction as required in, or permitted by, Sections 4, 5, and 6 of this Agreement to completion within the time period prescribed in the building permit or permits issued by the Village for such demolition and construction, as the case may be, and if a perfected application to renew the building permit or permits is not filed within 30 days after the expiration of the permit or permits, the Developer must, within 60 days after notice from the Village: (a) remove any partially constructed or partially completed Structures or Improvements from the Property; and (b) perform Site Restoration on that portion of the Property in which the Developer has failed to complete all such demolition and construction, all in accordance with plans approved by the Village.

2. Removal and Restoration by Village. In the event the Developer fail or refuses to remove any partially completed Structures or Improvements, or to perform Site Restoration, as required pursuant to Section 5.D of this Agreement, the Village will have, and is hereby granted, the right, at its option, to: (a) demolish and/or remove any of the partially completed Structures and Improvements from any and all portions of the Property; (b) perform Site Restoration; and/or (c) cause the Building, Structures, or Improvements to be completed in accordance with the plans submitted. The Developer will fully reimburse the Village for all costs and expenses, including legal and administrative costs, incurred by the Village for such work. If the Developer does not so fully reimburse the Village, then the Village will have the right to place a lien on the Property for all such costs and expenses in the manner provided by law. The rights and remedies provided in this Section 5.D.2 are in addition to, and not in limitation of, the Village's rights and remedies otherwise available in this Agreement, at law, and/or in equity.

E. As-Built Plans. After completion of construction of any Structure or Improvement, the Developer must submit to the Village Director of Building & Life Safety final "as-built" plans: (1) related to drainage, grading, storm sewer, sanitary sewer and water mains, and associated Structures; and (2) for other final construction documents (in paper and, for Improvements, electronic format) as reasonably required and approved by the Village Director of Public Works and Director of Planning and Community Development. The as-built plans must indicate, without limitation, the amount, in square feet, of impervious surface area on the Property.

F. Damage to Public Property. The Developer must maintain the Property and all streets, sidewalks, and other public property in and adjacent to the Property in a good and clean condition at all times during the development of the Property and construction of the Improvements. Further, the Developer must: (1) promptly clean all mud, dirt, or debris deposited on any street, sidewalk, or other public property in or adjacent to the Property by the Developer or any agent of or contractor hired by, or on behalf of, the Developer; and (2) repair any damage that may be caused by the TIF Activities of the Developer or any agent of or contractor hired by, or on behalf of, the Developer.

SECTION 6. PAYMENT OF VILLAGE FEES AND COSTS.

A. Negotiation and Review Fees. In addition to all other costs, payments, fees, charges, contributions, or dedications required by this Agreement or by the Requirements of Law,

the Developer must pay to the Village, contemporaneous with the execution of this Agreement by the Village Manager, all third-party legal, engineering, and other consulting or administrative fees, costs, and expenses incurred or accrued in connection with: (1) the development of the Property, including, without limitation, the review and processing of plans and building permits therefor, and (2) the negotiation, preparation, consideration, and review of this Agreement. The Developer acknowledges and agrees that it will continue to be liable for and pay, promptly after presentation of a written demand or demands for payment, such third-party fees, costs, and expenses incurred in connection with any applications, documents, proposals, or requests for interpretations or amendments of this Agreement, whether formal or informal, of whatever kind, submitted by the Developer during the term of this Agreement in connection with the use and development of the Property. Further, the Developer acknowledges and agrees that it is liable for and will pay after demand all fees, costs, and expenses incurred by the Village for publication and recordings required in connection with the above matters.

B. Other Village Fees. In addition to all other costs, payments, fees, charges, contributions, or dedications required by this Agreement, the Developer must pay to the Village all application, inspection, and permit fees, all water and sewer general and special connection fees, tap-on fees, charges, and contributions, and all other fees, charges, and contributions pursuant to the Requirements of Law.

SECTION 7. RESERVED.

SECTION 8. TIF FINANCING.

A. Project Financing.

1. The Parties agree that the estimated Total Developer Costs for the Project is approximately \$6,796,736.00, which includes the costs of the Developer, and the construction and tenant improvement allowance related to the Anchor Lease, as set forth in the Total Project Budget attached to this Agreement as Exhibit F.

2. The Developer must advance and secure funds, or must cause other parties to advance and secure funds necessary to complete the Project, including the redevelopment of a 100,000-square-foot space within the Building suitable for an Anchor Tenant.

B. Reimbursement for Project Costs.

1. The Parties acknowledge that the Developer will pay, or has paid, for some or all of the Redevelopment Project Costs of the Project. To partially subsidize the costs of the Project, the Village will pay the Developer up to \$1,300,000.00 ("***Village Contribution***") as reimbursement for Redevelopment Project Costs incurred by the Developer which qualify as TIF-Eligible Costs, subject to the limitations set forth in Sections 9.B and 9.C of this Agreement.

2. In the Village's sole discretion, the Village Contribution may be paid from the Incremental Property Taxes deposited into the Fund and permitted by law to be used to make payments under the TIF Act.

3. Any funds contained in the Fund in excess of the Village Contribution may be used by the Village for any lawful purpose permitted under the TIF Act.

C. Certification and Reimbursement of TIF-Eligible Costs.

1. Certificates of Expenditure. In order to obtain reimbursement of Redevelopment Project Costs, the Developer must submit to the Village written requests for certification of such Redevelopment Project Costs in the form attached as **Exhibit H** to this Agreement (“*Certificate of Expenditure*”). Each Certificate of Expenditure must be accompanied by: (i) evidence that the Developer has actually incurred and paid all Redevelopment Project Costs for which such Developer seeks reimbursement; (ii) proof of issuance of all building permits required for the Project; (iii) proof that an Anchor Tenant commenced occupancy and operations in the Building in satisfaction of this Agreement; and (iv) sworn statements and lien waivers from the Developer’s general contractor for any material, fixtures, apparatus, machinery, services, or labor provided by any contractor, subcontractor, or other person or entity entitled to file a lien under the Mechanics Lien Act, 770 ILCS 60/1, included in the Redevelopment Project Costs for which reimbursement is sought. If the Developer does not fulfill its obligations as set forth in this Section 8.B.1, the Village will have no obligation to certify or reimburse the Developer for Redevelopment Project Costs.

2. Requirements of Reimbursement. Notwithstanding any other provision of this Agreement, the Developer will be entitled to be reimbursed from Incremental Property Taxes for Redevelopment Project Costs only if: (i) the Developer actually incurs such TIF-Eligible Costs; (ii) the Redevelopment Project Costs are also “Redevelopment Project Costs” as defined in the TIF Act; (iii) Reimbursement is permitted pursuant to this Agreement, the Redevelopment Plan, and the TIF Act; and (iv) the Developer is not in default or breach of any obligation under this Agreement.

3. Review of Certificate of Expenditures. The Village Manager will determine if Redevelopment Project Costs described in a Certificate of Expenditure constitute TIF-Eligible Costs meeting the requirement of this Section 8.B, and approve or disapprove of each Certificate of Expenditure. If the Village Manager finds an error or deficiency in the Certificate of Expenditure, the Village Manager will give written notice to the Developer, identifying such error or deficiency in reasonable detail, within 30 days after the date that the Village receives the Certificate of Expenditure. The process of submission, identification or errors or deficiencies and resubmission will continue in good faith until the Parties agree on the content of the Certificate of Expenditure.

4. Timing of Reimbursement. The Village will pay to the Developer reimbursement funds for TIF-Eligible Costs up to the Village Contribution on the 45th day following the last to occur of: (i) completion of all Improvements; (ii) satisfactory inspection and approval of the Improvements by the Village; (iii) issuance of a temporary or final certificate of occupancy for the Property, whichever is first issued; (iv) submittal by the Developer and approval by the Village of a Certificate of Expenditure for the TIF-Eligible Costs incurred by the Developer; and (v) occupancy and commencement of operations by the Anchor Tenant, all together with documentation required under Section 8.B.1 of this Agreement, subject to any period for

resubmission or correction of a Certificate of Expenditure pursuant to Section 8.B.3 of this Agreement.

C. Reduction of Village Contribution. The Village Contribution may be proportionately reduced pursuant to the following conditions:

1. Insufficient Total Developer Costs. Prior to or in conjunction with the submitting a request for reimbursement of TIF-Eligible Costs pursuant to Section 8.B of this Agreement, the Developer must submit to the Village a certification of all actual costs incurred by the Developer in connection with the Project, together with copies of all sworn contractors' statements, waivers of lien, construction contracts and such other documents evidencing the TIF Actual Total Developer Costs of the Project as may be requested by the Village ("**Total Developer Costs**"). The Village and its financial consultants will have 90 days to review the certification of Total Developer Costs and the documentation evidencing the TIF Actual costs and notify the Developer in writing whether the certification of costs and submitted documentation are acceptable. If the certifications are not acceptable, the Parties must negotiate in good faith to resolve the Village's objections. In the event that the Total Developer Costs as agreed by the Parties are less than \$6,796,736.00, the amount of the Village Contribution will be reduced proportionally. For example, if the Total Developer Costs are \$3,843,554.21 (56.55% of the anticipated Total Developer Costs), the maximum Village Contribution would be \$735,120.11.

2. Revenues Above Projections. Prior to or in conjunction with the submitting a request for reimbursement of TIF-Eligible Costs pursuant to Section 8.B of this Agreement, the Developer must provide to the Village, and obtain Village's written approval of, an updated projection of Developer's expected revenues and expenses for the operation and maintenance of the Project and the Property ("**Financial Projection**"). If actual revenues from the operation of the Property exceed the projected revenues quoted in the Projection submitted to the Village on April 27, 2022, the Village Contribution will be reduced proportionately and reflecting increased cash flow to the Project.

D. Commitment to Fair Employment Practices and Affirmative Action; Prevailing Wage. The Village and the Developer must comply with the requirements pertaining to fair employment practices and affirmative action described in Section VII.B of the Redevelopment Plan and the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*), as they may be applicable.

E. Commitment to Preserve Village Contribution. The Village agrees, so long as the Developer is not in breach of this Agreement, that the Village will not revoke, rescind, repeal, or amend the Redevelopment Plan or the TIF Approval Ordinances, unless it has first deposited into an escrow account the then-remaining balance of the Village Contribution that has not yet been paid to the Developer, pursuant to an escrow agreement to be negotiated in good faith and executed by the Village and the Developer. In the event that an escrow account is established pursuant to this Section 8.E, all subsequent payments to the Developer pursuant to this Agreement will be paid from the escrow account and not from any other Village source.

SECTION 9. LIABILITY AND INDEMNITY OF VILLAGE.

A. Village Review. The Developer acknowledges and agrees that the Village is not, and will not be, in any way liable for any damages or injuries that may be sustained as the result of the Village's review and approval of any plans for the Property or the Project, or the issuance of any approvals, permits, certificates, or acceptances, for the development or use of the Property or the Project, and that the Village's review and approval of any such plans and the Project and issuance of any such approvals, permits, certificates, or acceptances does not, and will not, in any way, be deemed to insure the Developer, or any of their respective heirs, successors, assigns, tenants, and licensees, or any third party, against damage or injury of any kind at any time.

B. Village Procedure. The Developer acknowledges and agrees that all notices, meetings, and hearings have been properly given and held by the Village with respect to the approval of this Agreement, and agrees not to challenge such approvals on the grounds of any procedural infirmity or of any denial of any procedural right.

C. Indemnity. The Developer agrees to, and does hereby, hold harmless and indemnify the Village, the Corporate Authorities and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of such parties in connection with (i) the Village's review and approval of any plans for the Property or the Improvements; (ii) the issuance of any approval, permit, certificate or acceptance for the Property or the Improvements; (iii) the development, construction, maintenance or use of any portion of the Property or the Improvements; and (iv) the Developer's failure to comply with any provisions of this Agreement. Nothing in this Section 9.C is intended to make the Developer responsible for any damages, attorneys' fees or other costs incurred by the Village by reason of any claim that this Agreement or any payments to the Developer under this Agreement, violate the TIF Act.

D. Defense Expense. The Developer must, and does hereby agree to, pay all expenses, including legal fees and administrative expenses, incurred by the Village in defending itself with regard to any and all of the claims covered by Section 9.C of this Agreement.

SECTION 10. REAL ESTATE TAX CHALLENGES.

A. Real Estate Tax Payments. The Developer agrees to timely pay all applicable real estate taxes levied against its interest in the Property, and must not allow said taxes to become delinquent.

B. Conveyance. In recognition of the nature of the Project and the Village's projections of the need for incremental tax revenues to finance Redevelopment Project Costs, in accordance with the TIF Act, for so long as the TIF District is in existence, the Developer may not knowingly undertake to convey or lease any portion of the Property to persons whose ownership and use of such portion of the Property will cause that portion of the Property to be exempt from payment of property taxes, and the Developer will impose a prohibition against granting such conveyance in all leases and/or deeds conveying all or any portion of the Property.

C. Tax Exempt Status. Neither the Developer nor any tenant of any portion of the Property may assert tax-exempt status in a manner that would have an impact on the payment of real estate taxes with respect to their respective portions of the Property.

SECTION 11. NATURE, SURVIVAL AND TRANSFER OF OBLIGATIONS.

A. Binding Effect. All obligations assumed by the Developer under this Agreement are binding upon the Developer personally, upon any and all of their respective successors and assigns (excluding any lessees or tenants of the Property), and upon any and all of the respective successor legal or beneficial owners of all or any portion of the Property.

B. Successors and Transferees. To assure that all grantees, successors, assigns, and successor owners have notice of this Agreement and the obligations created by it, the Developer must, from and after the Effective Date:

1. Deposit with the Village Clerk, concurrent with the Village's approval of this Agreement, any consents or other documents necessary to authorize the Village to record this Agreement in the office of the Cook County Recorder of Deeds;

2. Notify the Village in writing at least 30 days prior to transferring a legal or beneficial interest in any portion of the Property to any party not a party to this Agreement (excluding any lessees or tenants of the Developer);

3. Incorporate, by reference, this Agreement into any and all real estate sales contracts entered into for the transfer of all or any portion of the Property to any party not a party to this Agreement; and

4. Except as provided in Section 11.B of this Agreement, require, prior to the transfer of all or any portion of the Property, or any legal or equitable interest therein, to any party not a party to this Agreement (excluding any lessees or tenants of the Developer), the transferee of the Property or of said portion of or interest in the Property to execute an enforceable written agreement, in substantially the form attached to this Agreement as **Exhibit I**, in which such party agrees to be bound by the provisions of this Agreement ("*Transferee Assumption Agreement*") and to provide the Village, upon request, with such reasonable assurance of the financial ability of such transferee to meet those obligations as the Village may require. The Village agrees that upon a successor becoming bound to the obligation created in the manner provided in this Agreement and providing the financial assurances required pursuant to this Agreement, the liability of the Developer will be released to the extent of the transferee's assumption of the liability. The failure of the Developer to provide the Village with a copy of a Transferee Assumption Agreement fully executed by the transferee and, if requested by the Village, with the transferee's proposed assurances of financial capability before completing any transfer, will result in the Developer remaining fully liable for all of its obligations under this Agreement but will not relieve the transferee of its liability for all such obligations as a successor to the Developer.

C. Transfer Defined. For purposes of this Agreement, the term "transfer" includes, without limitation, any assignment, sale, transfer to a receiver or to a trustee in bankruptcy, transfer in trust, or other disposition of the Property, or any beneficial interest in the Property, in whole or in part, by voluntary or involuntary sale, foreclosure, merger, sale and leaseback, consolidation, or otherwise.

D. Mortgagees of Property. This Agreement is and will be binding on all mortgagees of the Property or other secured parties automatically upon such mortgagee assuming title to the

Property, in whole or in part, by a foreclosure or a deed in lieu of foreclosure without the necessity of entering into a Transferee Assumption Agreement. Until such time, however, a mortgagee or other secured party will have no personal liability hereunder.

SECTION 12. TERM.

A. The provisions of this Agreement run with and bind the Property and inure to the benefit of, be enforceable by, and obligate the Developer, the Village, and any of their respective legal representatives, heirs, grantees, successors, and assigns, from the Effective Date until either: (a) the Developer has been paid all of the Village Contribution due pursuant to Section 8 of this Agreement; or (b) the expiration of the TIF District, whichever is earlier. Notwithstanding anything to the contrary in this Section 12 (to the extent that the time periods referred to in such Sections have not elapsed when this Agreement terminates), the Developer's ongoing maintenance obligations set forth in Section 4.E and Section 7.B of this Agreement will survive the termination of this Agreement. In addition, the indemnity and defense obligations set forth in Section 9 of this Agreement will survive the termination of this Agreement. If any of the privileges or rights created by this Agreement would otherwise be unlawful or void for violation of: (i) the rule against perpetuities or some analogous statutory provision; (ii) the rule restricting restraints on alienation; or (iii) any other statutory or common law rules imposing time limits, then the affected privilege or right will continue only until 21 years after the death of the last survivor of the now living lawful descendants of the current President of the United States, or for any shorter period that may be required to sustain the validity of the affected privilege or right.

B. In the event that the Project Completion Date does not occur on or prior to December 31, 2023, the Village shall have the right, in its sole and absolute discretion, to terminate this Agreement and all obligations of this Village under this Agreement by delivery of notice to the Developer.

SECTION 13. DEVELOPER REPRESENTATIONS, COVENANTS, AND WARRANTIES.

A. Developer. The Developer, and the person executing this Agreement on behalf of the Developer, represent, warrant, and covenant, as of the date of this Agreement, that:

1. The Developer is a Florida limited liability company, duly organized and validly existing;
2. The Developer has the authority to enter into, execute, deliver and perform this Agreement;
3. The execution, delivery and performance by the Developer of this Agreement has been duly authorized by all necessary corporate action, and does not and will not violate its organizational documents, as amended and supplemented, any of the applicable Requirements of Law, or constitute a breach of or default under, or require any consent under, any agreement, instrument, or document to which the Developer is now a party or by which the Developer is now or may become bound;

4. There are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened, or affecting the Developer which would impair its ability to perform under this Agreement;

5. The Developer will apply for and will maintain all government permits, certificates, and consents (including, without limitation, appropriate environmental approvals) necessary to conduct its business and to construct and complete its obligations as required by this Agreement;

6. The Developer has sufficient financial and economic resources to implement and complete its obligations under this Agreement;

7. The Developer has no knowledge of any financial liabilities, contingent or otherwise, of the Developer which might have a material adverse effect upon its ability to perform its obligations under this Agreement;

8. The information provided to the Village by the Developer pursuant to this Agreement is true and correct, and the Developer acknowledges that the Village has entered into this Agreement in reliance on this information and the representation and warranty by the Developer that this information is true and correct; and

9. Prior to the issuance of certificates of occupancy for the Building, the Developer may not use the Property as collateral for any other property or project or for anything other than the cost of constructing the Project on the Property. The Developer's loan agreement, if any, must expressly provide that the amount of said loan may not be increased without the consent of the Village, which consent may not be withheld if the debt-to-equity ratio for the proposed increased loan is maintained at the same level as the existing loan at the time the existing loan was initially issued. Nothing in this Section 13.A.9 is to be deemed or interpreted to prevent a parent entity of the Developer from using the Property for security as a part of any securitized debt offering.

B. Village. The Village represents, warrants and agrees as the basis for the undertakings on its part contained in this Agreement that:

1. The Village is a municipal corporation duly organized and validly existing under the law of the State of Illinois and has all requisite corporate power and authority to enter into this Agreement.

2. The execution, delivery and the performance of this Agreement and the consummation by the Village of the transactions provided for herein and the compliance with the provisions of this Agreement: (1) have been duly authorized by all necessary corporate action on the part of the Village, (2) require no other consents, approvals or authorizations on the part of the Village in connection with the Village's execution and delivery of this Agreement, and (3) will not, by lapse of time, giving of notice or otherwise result in any breach of any term, condition or provision of any indenture, agreement or other instrument to which the Village is subject.

3. To the best of the Village's knowledge, there are no proceedings pending or threatened actions against or affecting the Village or the Property in any court or before any

governmental authority that involves the possibility of materially or adversely affecting the ability of the Village to perform its obligations under this Agreement.

SECTION 14. DEFAULT.

A. Events of Default by the Developer. The following are the Developer Events of Default under this Agreement:

1. If any representation made by the Developer in this Agreement, or in any certificate, notice, demand or request made by the Developer in writing and delivered to the Village pursuant to or in connection with this Agreement, proves to be untrue or incorrect in any material respect as of the date made.

2. Subject to an Uncontrollable Circumstance, default by the Developer for a period of 15 days after written notice thereof in the performance or breach of any covenant contained in this Agreement concerning the existence, structure or financial condition of such Developer; provided, however, that such default or breach will not constitute an Event of Default if such default cannot be cured within said 15 days and such Developer, within said 15 days, initiates and diligently pursues appropriate measures to remedy the default and in any event cures such default within 60 days after such notice.

3. Default by the Developer for a period of 15 days after written notice thereof in the performance or breach of any covenant, warranty or obligation contained in this Agreement; provided, however, that such default will not constitute an Event of Default if such default cannot be cured within said 15 days and such Developer, within said 15 days initiates and diligently pursues appropriate measures to remedy the default and in any event cures such default within 60 days after such notice.

4. The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of the Developer in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of the Developer for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of 60 consecutive days.

5. The commencement by the Developer of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by the Developer to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of the Developer or of any substantial part of the Property, or the making by any such entity of any assignment for the benefit of creditors or the failure of the Developer generally to pay such entity's debts as such debts become due or the taking of action by the Developer in furtherance of any of the foregoing, or a petition is filed in bankruptcy by others that is not dismissed within 60 days after filing.

6. Failure of the Developer to have funds to meet such Developer's obligations under this Agreement.

7. Sale, assignment, or transfer of the Property except in accordance with the Transferee Assumption provisions in Section 11 of this Agreement.

8. Change in the organizational status of the Developer except in accordance with the Transferee Assumption provisions in Section 11 of this Agreement.

9. Abandonment of the Project or Property by the Developer. Abandonment will be deemed to have occurred when work stops on the development of the Property for more than 30 days for any reason other than Uncontrollable Circumstances, unless otherwise permitted by this Agreement. The failure of the Developer to secure any other approvals required for the development or construction of the Property will not be a valid defense to abandonment.

10. The Developer fails, for 15 days after written notice, to comply with the Requirements of Law in relation to the construction and maintenance of the Improvements contemplated by this Agreement.

11. The Village acknowledges that nothing in this Agreement obligates the Developer to commence building the Improvements, to open a business on the Property or (if and when a business opens on the Property) to continue to operate a business on the Property. It shall not be an Event of Default if: (i) the Developer fails to obtain building permits for the Improvements; or (ii) the Developer fails to open or operate the Building for business to the public. However, the Developer acknowledges and agrees that the Developer will not be entitled to reimbursement of any Redevelopment Project Costs, the Village will not pay any portion of the Village Contribution to the Developer, and the Village will have the right to terminate this Agreement upon providing written notice to the Developer in the event that any of the following events occurs: (i) construction of the Project is not completed, and the Building is not open to the public for customary business, within 18 months after the Effective Date of this Agreement; or (ii) the Developer (or a transferee) fails to operate the Buildings for customary business, or a substantially similar use, for a period of 180 consecutive days or more; provided, however, that any of the foregoing are not due to an Uncontrollable Circumstance.

B. Events of Default by the Village. The following are Village Events of Default under this Agreement:

1. If any representation made by the Village in this Agreement, or in any certificate, notice, demand or request made by a party hereto, in writing and delivered to the Developer, pursuant to or in connection with any of said documents, proves to be untrue or incorrect in any material respect as of the date made.

2. Subject to an Uncontrollable Circumstance, default by the Village for a period of 30 days after written notice thereof from the Developer in the performance or breach of any covenant contained in this Agreement; provided, however, that such default will not constitute an Event of Default if such default cannot be cured within said 30 days and the Village, within said 30 days, initiates and diligently pursues appropriate measures to remedy the default and in any event cures such default within 90 days after such notice.

C. Remedies for Default. In the case of a party's Event of Default under this Agreement:

1. Except as otherwise provided in this Agreement, the non-defaulting Party may institute such proceedings in law or in equity, by suit, action, mandamus, or any other proceeding, as may be necessary or desirable in its opinion to cure or remedy such default or breach, including, but not limited to, proceedings to compel specific performance of the defaulting Party's obligations under this Agreement.

2. Pursuant to Section 5.D of this Agreement, the Village may, without prejudice to any other rights and remedies available to the Village, require: (a) the demolition and removal of any partially constructed or partially completed buildings, Structures, or Improvements from the Property; and (b) the performance of Site Restoration. Concurrent with the Village's exercise of its rights under 6.E, the Corporate Authorities will have the right, but not the obligation, to terminate the entitlements set forth in this Agreement, without protest or objection by the Developer.

3. In addition to every other remedy permitted by law for the enforcement of the terms of this Agreement, the Village is entitled to withhold the issuance of building permits or certificates of occupancy for the Building and any other Structures within the Property at any time when the Developer has failed or refused to meet fully any of its obligations under this Agreement after notice and an opportunity to cure as provided in this Section 14.

4. In case the Village has proceeded to enforce its rights under this Agreement and such proceedings have been discontinued or abandoned for any reason, then, and in every such case, the Developer and the Village will be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Developer and the Village will continue as though no such proceedings had been taken.

D. Limitation. Notwithstanding anything to the contrary contained in this Agreement, including the provisions of this Section 14, the Developer agrees that it will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the Village or any elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys of the Village, on account of the negotiation, execution or breach of any of the terms and conditions of this Agreement.

E. Prevailing Party. In the event of a judicial proceeding brought by one Party against the other Party, the prevailing Party in the judicial proceeding will be entitled to reimbursement from the unsuccessful Party of all costs and expenses, including reasonable attorneys' fees, incurred in connection with the judicial proceeding.

SECTION 15. GENERAL PROVISIONS.

A. Notice. Any notice required to be given under this Agreement must be in writing and must be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by E-mail. E-mail notices will be deemed valid and received by the addressee only upon explicit or implicit acknowledgment of receipt by the addressee. Unless otherwise expressly provided in this Agreement, notices will be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three

business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 15.A, each Party will have the right to change the address or the addressee, or both, for all future notices to the other party, but no notice of a change of addressee or address will be effective until actually received.

Notices to the Village will be addressed to, and delivered at, the following address:

Village Arlington Heights
33 South Arlington Heights Road
Arlington Heights, Illinois 60005
Attention: Village Manager
E-mail: RRecklaus@vah.com

With a copy to:

Elrod Friedman LLP
325 N. LaSalle Street, Suite 450
Chicago, Illinois 60650
Attention: Hart Passman
E-mail: Hart.Passman@elrodfriedman.com

Notices to the Developer will be addressed to, and delivered at, the following address:

RPS Arlington, LLC
215 W. Verne St., Ste. D
Tampa, FL 33606
Attention: Scott Phillips
Email: scott@rpscapital.com

B. Time of the Essence. Time is of the essence in the performance of all terms and provisions of this Agreement.

C. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

D. Exhibits/Conflicts. Exhibits A through I attached to this Agreement are, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement will control.

E. Amendments and Modifications. No amendment or modification to this Agreement will be effective unless and until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.

F. Governing Law. This Agreement is governed by, and will be enforced in accordance with, the internal laws, but not the conflicts of laws rules, of the State of Illinois.

G. Changes in Laws. Unless otherwise explicitly provided in this Agreement, any reference to any Requirements of Law includes any modifications of, or amendments to such Requirements of Law as may, from time to time, hereinafter occur.

H. Non-Waiver. No party is under any obligation to exercise any of the rights granted to it in this Agreement. The failure of a party to exercise at any time any right granted to such party will not be deemed or construed to be a waiver of that right, nor will the failure void or affect such party's right to enforce that right or any other right.

I. Severability. It is hereby expressed to be the intent of the parties hereto that should any provision, covenant, agreement, or portion of this Agreement or its application to any person, entity, or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any person, entity, or property will not be impaired thereby, but the remaining provisions will be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

J. No Third-Party Beneficiaries. No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation may be made, or will be valid, against any Party hereto.

K. Interpretation. This Agreement is to be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Each provision of this Agreement is to be construed as though both parties to this Agreement participated equally in the drafting of this Agreement. Any rule or construction that a document is to be construed against the drafting party is not applicable to this Agreement.

L. Headings. The table of contents, heading, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

M. Recording. The Village will record this Agreement against the Property, at the sole cost and expense of the Developer, with the Office of the Cook County Recorder of Deeds promptly following the full execution of this Agreement by the Parties.

N. Counterparts. This Agreement may be executed in counterparts, each of which will constitute an original document and together will constitute the same instrument.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed, effective as of the date first written above.

ATTEST:

VILLAGE OF ARLINGTON HEIGHTS,
an Illinois home rule municipal corporation

Rebecca Hume, Village Clerk

By: _____
Randall R. Recklaus
Its: Village Manager

ATTEST:

RPS ARLINGTON, LLC,
an Florida limited liability company

By: Matthew Baird
Its: Matthew Baird

By: Scott Phillips
Its: Manager
Scott Phillips

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

This instrument was acknowledged before me on _____, 2022 by Randall R. Recklaus, the Village Manager of the **VILLAGE OF ARLINGTON HEIGHTS**, an Illinois home rule municipal corporation, and by Rebecca Hume, the Village Clerk of said municipal corporation.

Given under my hand and notarial seal this ____ day of _____, 2022.

Notary Public

My Commission Expires:

(SEAL)

STATE OF _____)
)
COUNTY OF _____) SS

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that this instrument was acknowledged before me on _____, 2022, by _____, the _____ of RPS Arlington, LLC, a Florida limited liability company, and by _____, the _____ of said limited liability company.

Given under my hand and notarial seal this ____ day of _____, 2022.

Signature

Notary Public

My Commission Expires:

(SEAL)

INDEX OF EXHIBITS

Exhibit A	Legal Description of Property
Exhibit B	Project Development Plans (Group Exhibit)
	B-1 Site Plan
	B-2 Engineering Plans
	B-3 Building Materials Plan
	B-4 Floor Plans
	B-5 Roof Plan
	B-6 Parking Lot Plan
Exhibit C	[Intentionally Omitted]
Exhibit D	Schedule of TIF-Eligible Costs
Exhibit E	Total Project Budget
Exhibit F	Letter of Intent
Exhibit G	Project Timeline
Exhibit H	Form Certificate of Expenditure
Exhibit I	Transferee Assumption Agreement

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT "A"
Legal Description

Parcel 1:

Part of Lots 1, 2 and 3 in the Cub Addition, being a Subdivision in the Northwest 1/4 of the Northeast 1/4 of Section 20, Township 42 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded May 17, 1984 as Document No. [27090321](#);

also

Part of Lots 61 to 65 inclusive in C. A. Goelz's Arlington Heights Gardens, a subdivision in the Northeast 1/4 of Section 20, Township 42 North, Range 11, East of the Third Principal Meridian, registered March 13, 1928 as Document No. LR396997;

also

Part of vacated Prairie Avenue (33 feet wide) and vacated Lillian Avenue (66 feet wide) vacated according to ordinance recorded December 13, 1988 as Document No. [88576174](#), described as follows:

Commencing at the most Southerly corner of said Lot 3 in the Cub Addition; thence North 47 degrees, 48 minutes, 11 seconds West along the Southwesterly line of said Lot 3, being also the Northeasterly line of rand road, a distance of 410.16 feet to the point of beginning; thence continuing along said Southwesterly line of Lot 3, North 47 Degrees, 48 Minutes, 11 Seconds West 190.40 feet; thence North 42 degrees, 11 minutes, 49 seconds East 120.00 feet; thence North 00 degrees, 01 minutes, 48 seconds West 153.58 feet; thence North 89 degrees, 58 minutes, 49 seconds East 45.07 feet to a point of curvature; thence Southeasterly along a curve concave to the Southwest having a radius of 57.50 feet, an arc distance of 57.16 feet, the chord of said arc having a length of 54.83 feet, and a bearing of South 61 degrees, 32 minutes, 37 seconds east; thence North 89 degrees, 58 minutes, 49 seconds East 25.91 feet; thence North 00 degrees, 01 minutes, 11 seconds West 46.57 feet; thence North 89 degrees, 58 minutes, 49 seconds East 294.22 feet; thence North 00 degrees, 01 minutes, 48 seconds West 20.28 feet; thence North 89 degrees, 58 minutes, 12 seconds East 9.65 feet; thence South 00 degrees, 01 minutes, 48 seconds East 10.15 feet; thence South 89 degrees, 58 minutes, 12 seconds West 1.96 feet; thence South 00 degrees, 01 minutes, 48 seconds East 152.09 feet; thence South 45 degrees, 01 minutes, 48 seconds East 12.73 feet; thence South 00 degrees, 01 minutes, 48 seconds East 7.00 feet; thence North 89 degrees, 58 minutes, 12 seconds East 20.18 feet; thence North 00 degrees, 01 minutes, 48 seconds West 3.08 feet; thence North 89 degrees, 58 minutes, 12 seconds East 24.38 feet; thence North 00 degrees, 01 minutes, 48 seconds West 21.40 feet; thence North 89 degrees, 58 minutes, 12 seconds East 10.90 feet; thence North 00 degrees, 01 minutes, 48 seconds West 349.03 feet; thence North 89 degrees, 58 minutes, 12 seconds East 226.45 feet; thence South 00 degrees, 01 minutes, 48 seconds East 44.97 feet; thence North 89 degrees, 58 minutes, 12 seconds East 20.75 feet to a point on the East line of Lot 65 in said C. A. Goelz's Arlington Heights Gardens; thence South 00 degrees, 01 minutes, 48 seconds East along the East line and the East line extended of said Lots 61, 62, 63, 64 and 65, a distance of 492.59 feet; thence South 89 degrees, 58 minutes, 12 seconds West 204.61 feet; thence North 00 degrees, 01 minutes, 48 seconds West 0.33 feet; thence South 89 degrees, 58 minutes, 12 seconds West 42.65 feet; thence North 00 degrees, 01 minutes, 48 seconds West 94.86 feet; thence South 89 degrees, 58 minutes, 12 seconds West 10.96 feet; thence North 00 degrees, 01 minutes, 48 seconds West 39.80 feet; thence South 89 degrees, 58 minutes, 12 seconds West 24.32 feet; thence North 00 degrees, 01 minutes, 48 seconds West 3.08 feet; thence South 89 degrees, 58 minutes, 12 seconds West 20.18 feet; thence South 00 degrees, 01 minutes, 48 seconds East 7.00 feet; thence South 44 degrees, 58 minutes, 12 seconds West 12.73 feet; thence South 00 degrees, 01 minutes, 48 seconds East 121.74 feet; thence South 89 degrees, 58 minutes, 12 seconds West 13.03 feet; thence South 00 degrees, 01 minutes, 48 seconds East 22.80 feet; thence South 89 degrees, 58 minutes, 12 seconds West 305.66 feet; thence South 42 degrees, 11 minutes, 49 seconds West 62.50 feet to the place of beginning in Cook County,

EXHIBIT "A"
Legal Description

Illinois.

Parcel 2:

Part of Lots 62 and 63 in C. A. Goelz's Arlington Heights Gardens, a subdivision in the Northeast 1/4 of Section 20, Township 42 North, Range 11, East of the Third Principal Meridian, registered March 13, 1928 as Document No. LR396997; also part of vacated Prairie Avenue (33 feet wide) and vacated Lillian Avenue (66 feet wide), vacated according to ordinance recorded December 13, 1988 as Document No. [88576174](#), described as follows:

Commencing at the Northwest corner of said Lot 63; thence South 89 degrees, 42 minutes, 11 seconds East along the North line of said Lot 63, a distance of 32.74 feet to the point of beginning; thence South 00 degrees, 01 minutes, 48 seconds East 90.01 feet; thence South 89 degrees, 58 minutes, 12 seconds West 10.90 feet; thence South 00 degrees, 01 minutes, 48 seconds East 21.40 feet; thence South 89 degrees, 58 minutes, 12 seconds West 24.38 feet; thence South 00 degrees, 01 minutes, 48 seconds East 3.08 feet; thence South 89 degrees, 58 minutes, 12 seconds West 20.18 feet; thence North 00 degrees, 01 minutes, 48 seconds West 7.00 feet; thence North 45 degrees, 01 minutes, 48 seconds West 12.73 feet; thence North 00 degrees, 01 minutes, 48 seconds West 152.09 feet; thence North 89 degrees, 58 minutes, 12 seconds East 64.46 feet; thence South 00 degrees, 01 minutes, 48 seconds East 53.60 feet to the place of beginning, in Cook County, Illinois.

Parcel 3:

Part of Lots 61 and 62 in C. A. Goelz's Arlington Heights Gardens, a subdivision in the Northeast 1/4 of Section 20, Township 42 North, Range 11, East of the Third Principal Meridian, registered March 13, 1928 as Document No. LR396997; also part of vacated Prairie Avenue (33 feet wide) vacated according to ordinance recorded December 13, 1988 as Document No. [88576174](#), described as follows:

Commencing at the Northwest corner of said Lot 61; thence South 89 degrees, 41 minutes, 51 seconds East along the North line of said Lot 61, a distance of 32.71 feet to the point of beginning; thence South 00 degrees, 01 minutes, 48 seconds East 80.29 feet; thence South 89 degrees, 58 minutes, 12 seconds West 64.46 feet; thence North 00 degrees, 01 minutes, 48 seconds West 121.74 feet; thence North 44 degrees, 58 minutes, 12 seconds East 12.73 feet; thence North 00 degrees, 01 minutes, 48 seconds West 7.00 feet; thence North 89 degrees, 58 minutes, 12 seconds East 20.18 feet; thence South 00 degrees, 01 minutes, 48 seconds East 3.08 feet; thence North 89 degrees, 58 minutes, 12 seconds East 24.32 feet; thence South 00 degrees, 01 minutes, 48 seconds East 39.80 feet; thence North 89 degrees, 58 minutes, 12 seconds East 10.96 feet; thence South 00 degrees, 01 minutes, 48 seconds East 14.57 feet to the place of beginning, in Cook County, Illinois.

Parcel 4:

Non-exclusive easements for the benefit of parcels 1, 2 and 3 as described and created by Construction, Operation and Reciprocal Easement Agreement dated June 13, 2020 made by and between 600 Rand Rd, LLC, an Illinois limited liability Company, MJR/Southpoint Real Estate Holding Company, LLC, an Illinois limited liability company, TJ Chicago Properties, LLC, an Illinois limited liability company, Nare Southpoint, LLC, an Illinois limited liability company corporation, Ron B. Wynn Living Trust dated December 10, 2013, and Konvin Associates Limited Partnership, an Illinois limited partnership. recorded as document number [2017608084](#), in Cook County, Illinois.

EXHIBIT "A"
Legal Description

Parcel 5:

Non-exclusive easement set forth in Plat of Subdivision recorded as document [27090321](#), for ingress and egress, over so much of that part of the Land designated "Access Easement" on said Plat, (except therefrom those portions that were vacated by Plat of Easement Vacation recorded as document [95498113](#) and also excepting therefrom any portion falling within Parcel 1 herein).

Parcel 6:

Non-exclusive easement set forth in Plat of Subdivision recorded as document [27090321](#), for utilities, over so much of that part of the Land designated as "Private Utility Easement" on said Plat, (except therefrom those portions that were vacated by Plat of Easement Vacation recorded as document [95498113](#)).

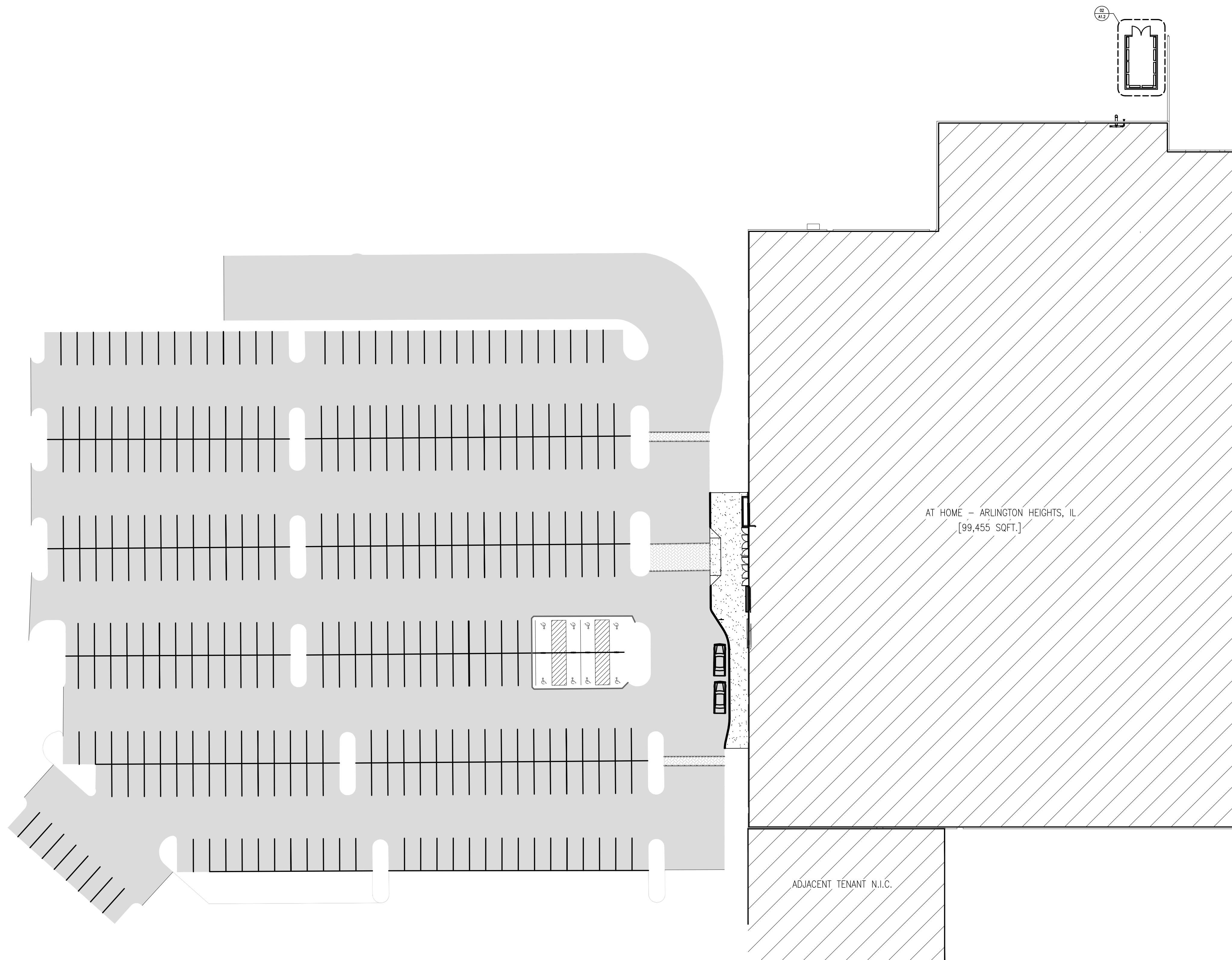
Parcel 7:

Non-exclusive easement set forth in Plat of Subdivision recorded as document [27090321](#), for private water main, over so much of that part of the Land designated as "Private Water Main Easement" on said Plat, (except therefrom those portions that were vacated by Plat of Easement Vacation recorded as document [95498113](#)) in Cook County, Illinois.

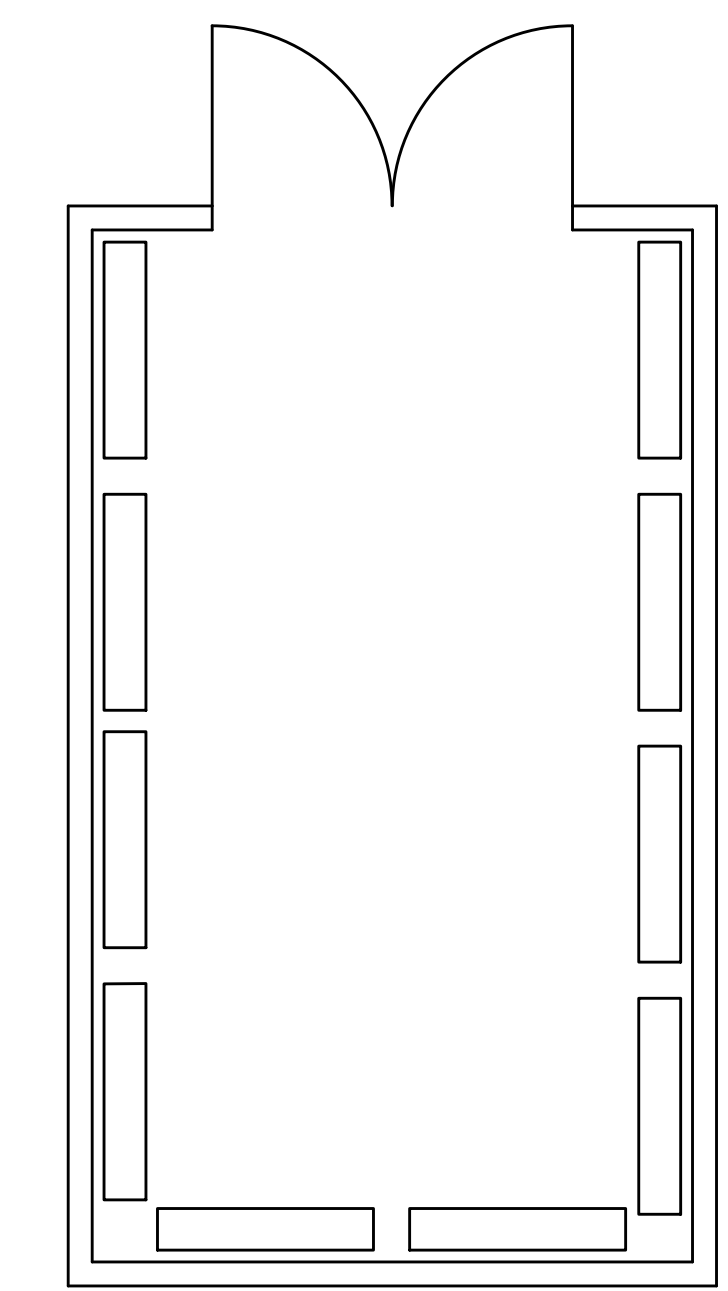
EXHIBIT B
PROJECT DEVELOPMENT PLANS

EXHIBIT B-1

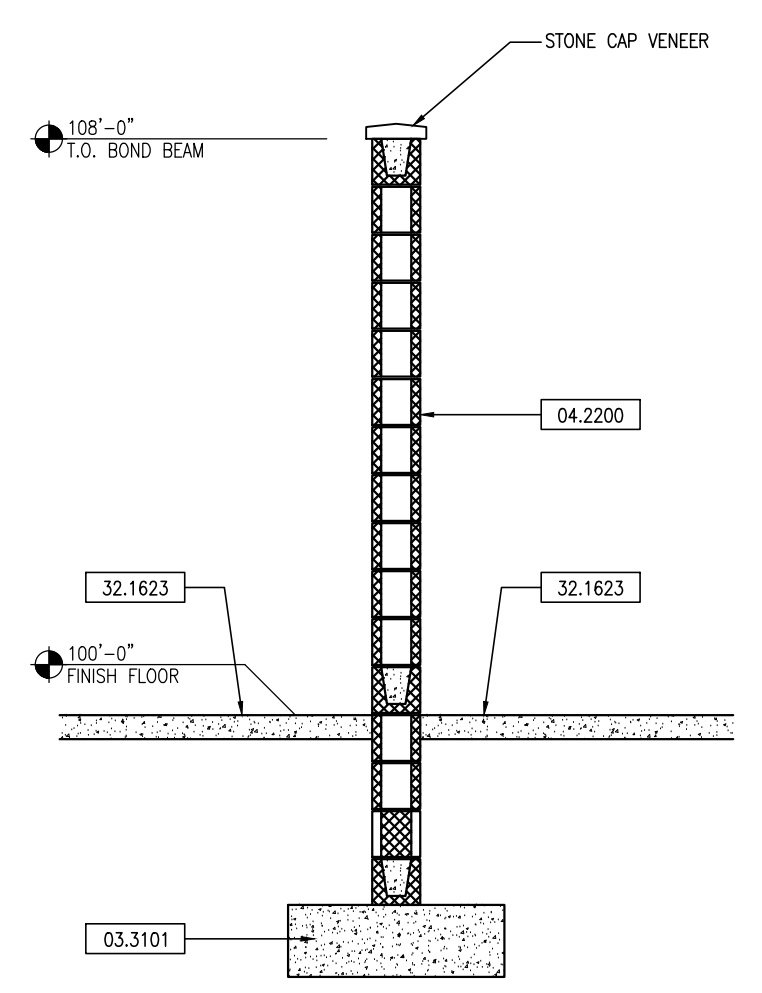
SITE PLAN



01 ARCHITECTURAL SITE PLAN
SCALE: 1/32"=1'-0"
↑ NORTH

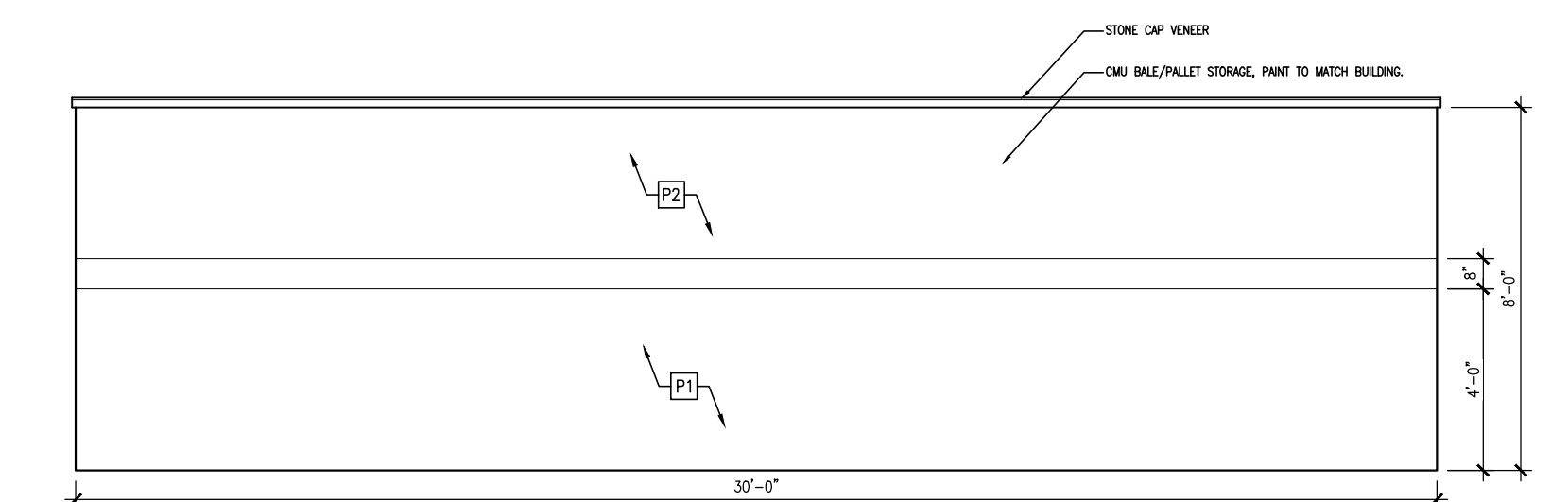
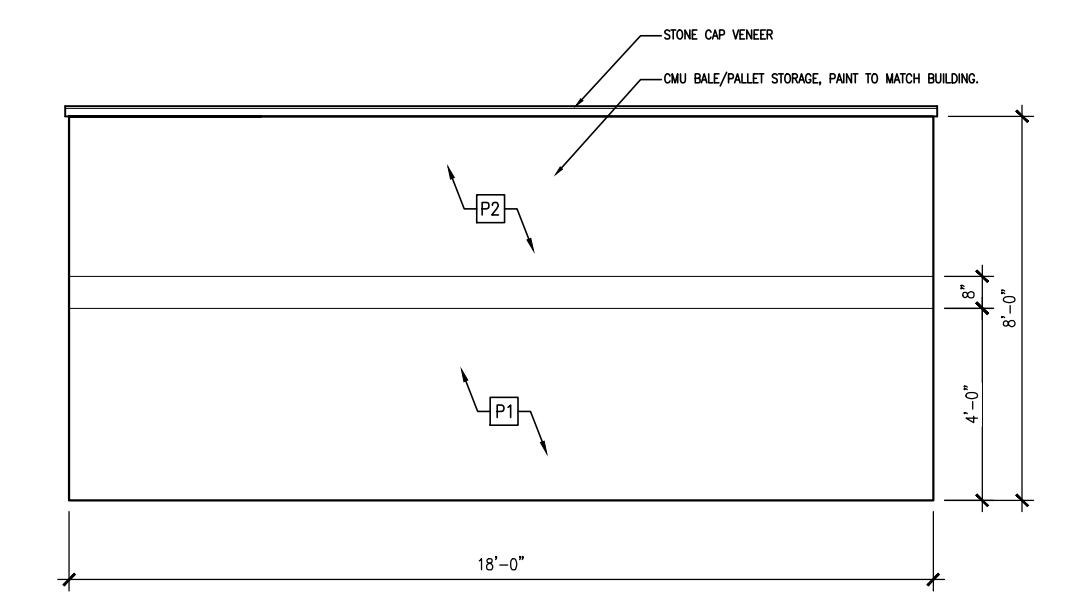
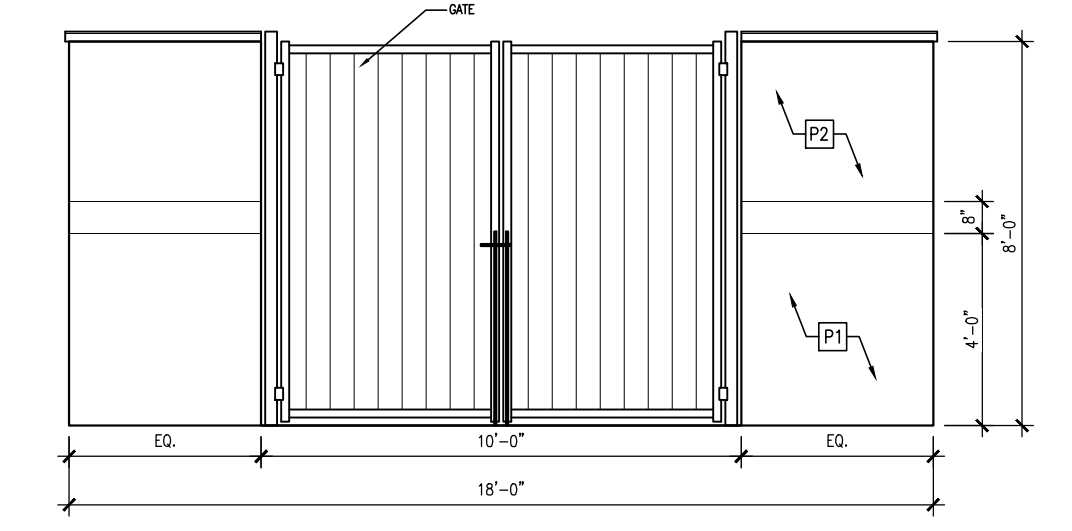


02 BALE STORAGE PLAN
SCALE: 3/8"=1'-0"



03 BALE STORAGE SECTION
SCALE: 3/8"=1'-0"

FINISH SCHEDULE	
P1 PAINT	AT HOME DARK GRAY
P2 PAINT	AT HOME JENINSON GRAY



04 BALE STORAGE ELEVATIONS
SCALE: 1/4"=1'-0"



STORE NUMBER: 357
CSG NUMBER: AHG.30911

AT HOME
750 E. RAND ROAD
ARLINGTON HEIGHTS, IL 60004

02.22.2022

REV	DESCRIPTION	BY	DATE
	ARCHITECTURAL SITE PLAN		04.12.22



EXHIBIT B-2
SITE ENGINEERING PLANS

GENERAL MECHANICAL NOTES

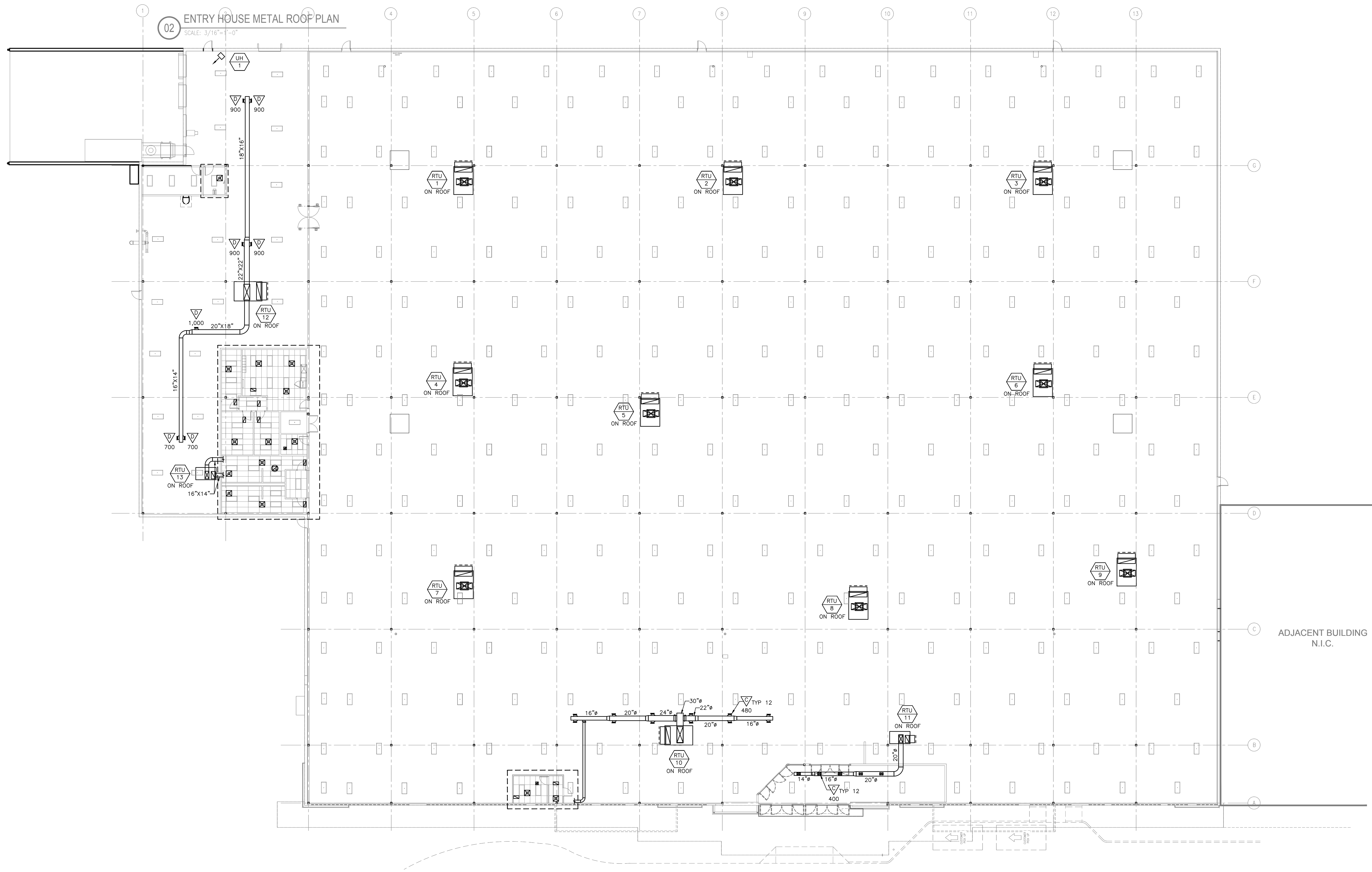
- A. CONTRACTORS AND SUB-CONTRACTORS SHALL CAREFULLY REVIEW THE CONSTRUCTION DOCUMENTS. INFORMATION REGARDING THE COMPLETE WORK IS DISPERSED THROUGHOUT THE DOCUMENT SET AND CANNOT BE ACCURATELY DETERMINED WITHOUT REFERENCE TO THE COMPLETE DOCUMENT SET.
- B. COORDINATE WITH THE WORK OF OTHER SECTIONS, EQUIPMENT FURNISHED BY OTHERS, REQUIREMENTS OF THE OWNER, AND WITH THE CONSTRAINTS OF THE EXISTING CONDITIONS OF THE PROJECT SITE. PROVIDE DUCT RISES AND DROPS AS REQUIRED FOR FIELD INSTALLATION AND TRADE COORDINATION. NOTIFY ARCHITECT OF ANY DISCREPANCIES BEFORE STARTING WORK.
- C. DRAWINGS FOR HVAC WORK ARE DIAGRAMMATIC, SHOWING THE GENERAL LOCATION, TYPE, LAYOUT, AND EQUIPMENT REQUIRED. THE DRAWINGS SHALL NOT BE SCALED FOR EXACT MEASUREMENT. REFER TO ARCHITECTURAL DRAWINGS FOR DIMENSIONS. REFER TO MANUFACTURER'S STANDARD INSTALLATION DRAWINGS FOR EQUIPMENT CONNECTIONS AND INSTALLATION REQUIREMENTS. PROVIDE DUCTWORK, CONNECTIONS, ACCESSORIES, OFFSETS, AND MATERIALS NECESSARY FOR A COMPLETE SYSTEM.
- D. ALL WORK SHALL COMPLY WITH STATE AND LOCAL CODE REQUIREMENTS AS APPROVED AND AMENDED BY THE GOVERNING CITY. PURCHASE ALL PERMITS ASSOCIATED WITH THE WORK. OBTAIN ALL INSPECTIONS REQUIRED BY CODE.
- E. ALL MECHANICAL EQUIPMENT AND AIR DEVICES SHALL BE PROVIDED BY THE MECHANICAL CONTRACTOR UNLESS OTHERWISE NOTED. REFER TO SCHEDULES FOR ADDITIONAL INFORMATION.
- F. INSTALL EQUIPMENT PER MANUFACTURER'S INSTRUCTIONS AND MAINTAIN MANUFACTURER'S RECOMMENDED CLEARANCE.
- G. USE OF COMBUSTIBLE MATERIALS IS NOT ALLOWED IN THE RETURN AIR PLENUM. MATERIALS USED IN THE PLENUM SHALL HAVE FLAME SPREAD RATING NOT TO EXCEED 25, AND SMOKE DEVELOPED RATING NOT TO EXCEED 50 WHEN TESTED IN ACCORDANCE WITH ASTM E 84. ALL EXPOSED WIRING IN THE PLENUM SHALL BE PLENUM RATED.
- H. ALL BAS TEMPERATURE SENSORS ARE PROVIDED BY BAS VENDOR, AND ARE NOT SHOWN ON HVAC PLANS UNLESS OTHERWISE NOTED.
- I. HVAC UNITS SHALL BE LABELED WITH MARK "RTU-#" WHERE "I" MATCHES SCHEDULED MARK AS FOLLOWS:
 I.A. INSIDE THE BUILDING, G.C. SHALL PROVIDE 5" TALL BLACK STENCILED VINYL LETTERING MOUNTED TO THE BOTTOM OF AND CENTERED ON THE CONCENTRIC DIFFUSER WHEN SUPPLY AIR IS DUCTED MOUNT LETTERING TO THE BOTTOM OF THE RETURN DUCT.
 I.B. ON THE ROOF, G.C. SHALL PROVIDE 5" TALL BLACK STENCILED LETTERING. LABELS SHALL BE MOUNTED ON THE SIDE OF THE UNIT AND BE VISIBLE FROM THE DIRECTION OF THE ROOF HATCH.
 I.C. ELECTRICAL CONTRACTOR SHALL PROVIDE BREAKER LABELS TO MATCH HVAC UNIT NUMBERS.
- J. BALANCE ALL AIR DEVICES TO AMOUNTS INDICATED ON PLANS.
- K. REFER TO PLUMBING PLANS FOR CONDENSATE PIPING.
- L. CONTRACT LANDLORD APPROVED ROOFING CONTRACTOR TO FLASH AND SEAL RELATED ROOF PENETRATIONS TO MAINTAIN ROOFING WARRANTY.

REMODEL NOTES

THIS DRAWING IS BASED ON THE BEST AVAILABLE INFORMATION AT THE TIME OF DESIGN AND MAY NOT REFLECT AS-BUILT CONDITIONS. ALL MECHANICAL INSTALLATIONS INDICATED ON THIS SHEET SHALL BE FIELD VERIFIED PRIOR TO BID AND DEMOLITION.

MECHANICAL PLAN NOTES

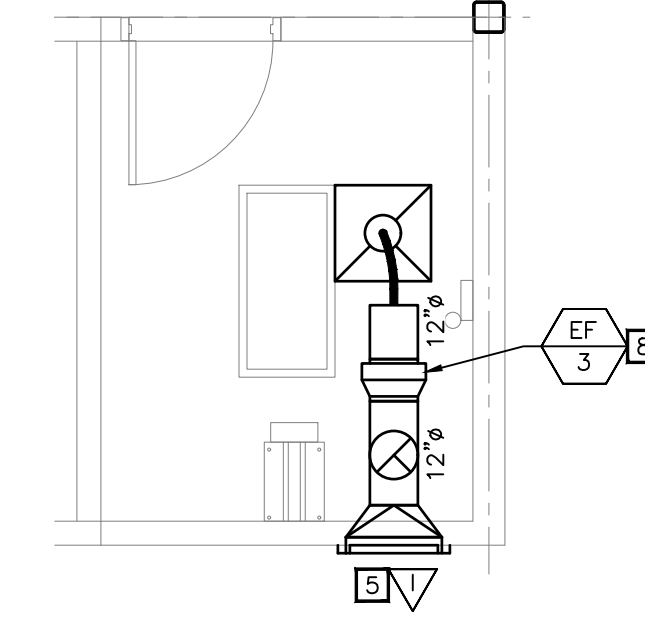
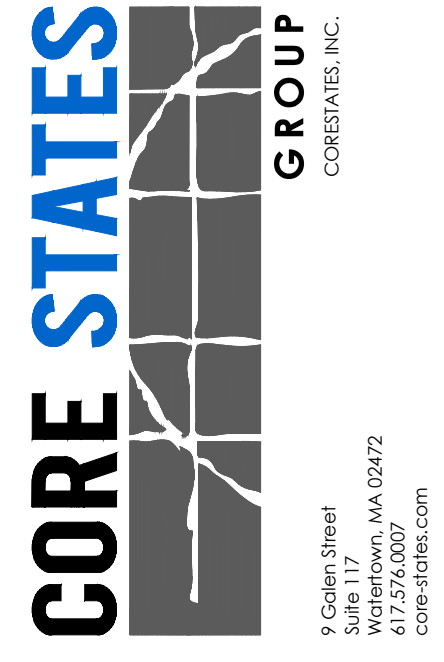
- 1 HOLD DUCTWORK TIGHT TO ROOF STRUCTURE.
- 2 PROVIDE 45° SHOE TAP AT CONNECTION TO DUCT DROP FROM ROOFTOP UNIT.
- 3 PROVIDE TYPE "B" VENT AND COMBUSTION AIR INLET SIZED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS AND INSTALLATION INSTRUCTIONS.
- 4 NOT USED.
- 5 INSTALL GRILLE IN WALL AS HIGH AS POSSIBLE.
- 6 TERMINATE RETURN DUCT OPENING WITH WIRE MESH SCREEN.
- 7 NOT USED.
- 8 NOT USED.
- 9 BAS CONTRACTOR TO INSTALL NEW TEMPERATURE SENSOR ON WALL OR COLUMN AT 96" AFF.
- 10 CONNECT NEW SUPPLY/RETURN DUCT TO NEW FULL SIZE DUCT DROPS FROM NEW ROOFTOP UNIT.
- 11 REPLACE EXISTING ROOFTOP UNIT WITH NEW. CONNECT TO EXISTING CURB WITH CONTRACTOR PROVIDED CURB ADAPTER. IF CURB ADAPTER NOT POSSIBLE, REPLACE EXISTING CURB WITH NEW.



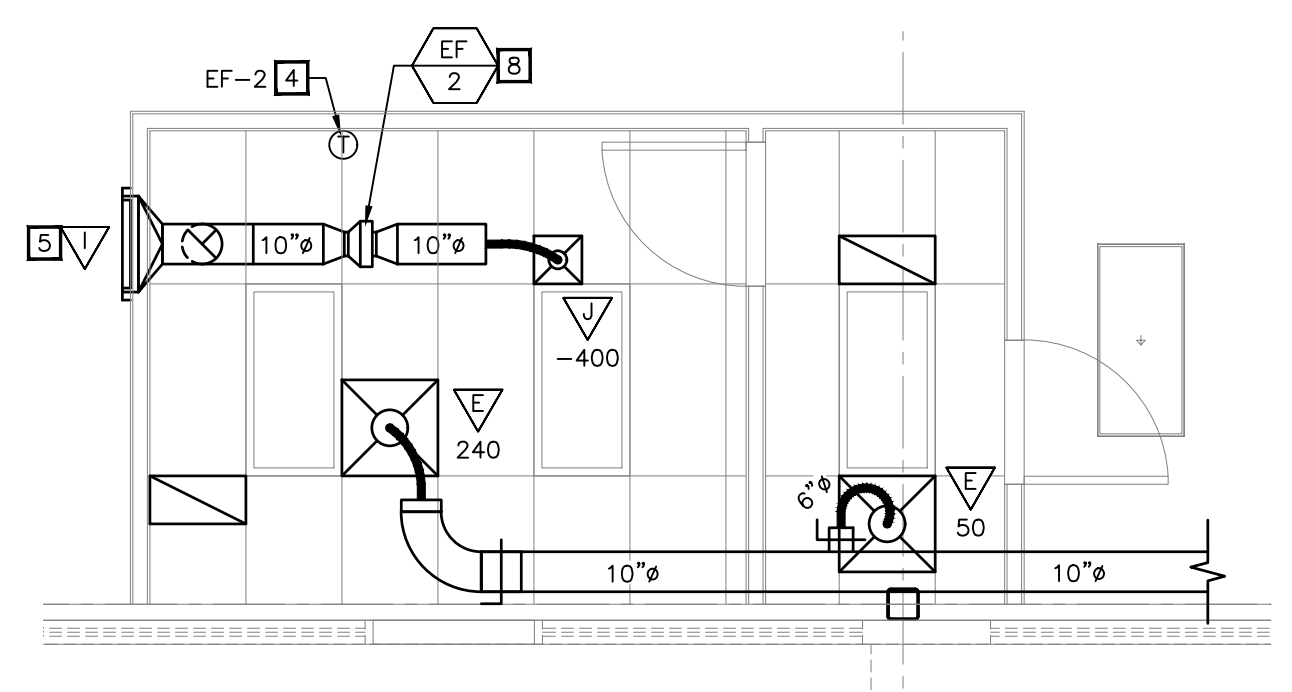
01 MECHANICAL FLOOR PLAN
1/16"=1'-0"
TRUE NORTH

ENLARGED MECHANICAL PLAN NOTES

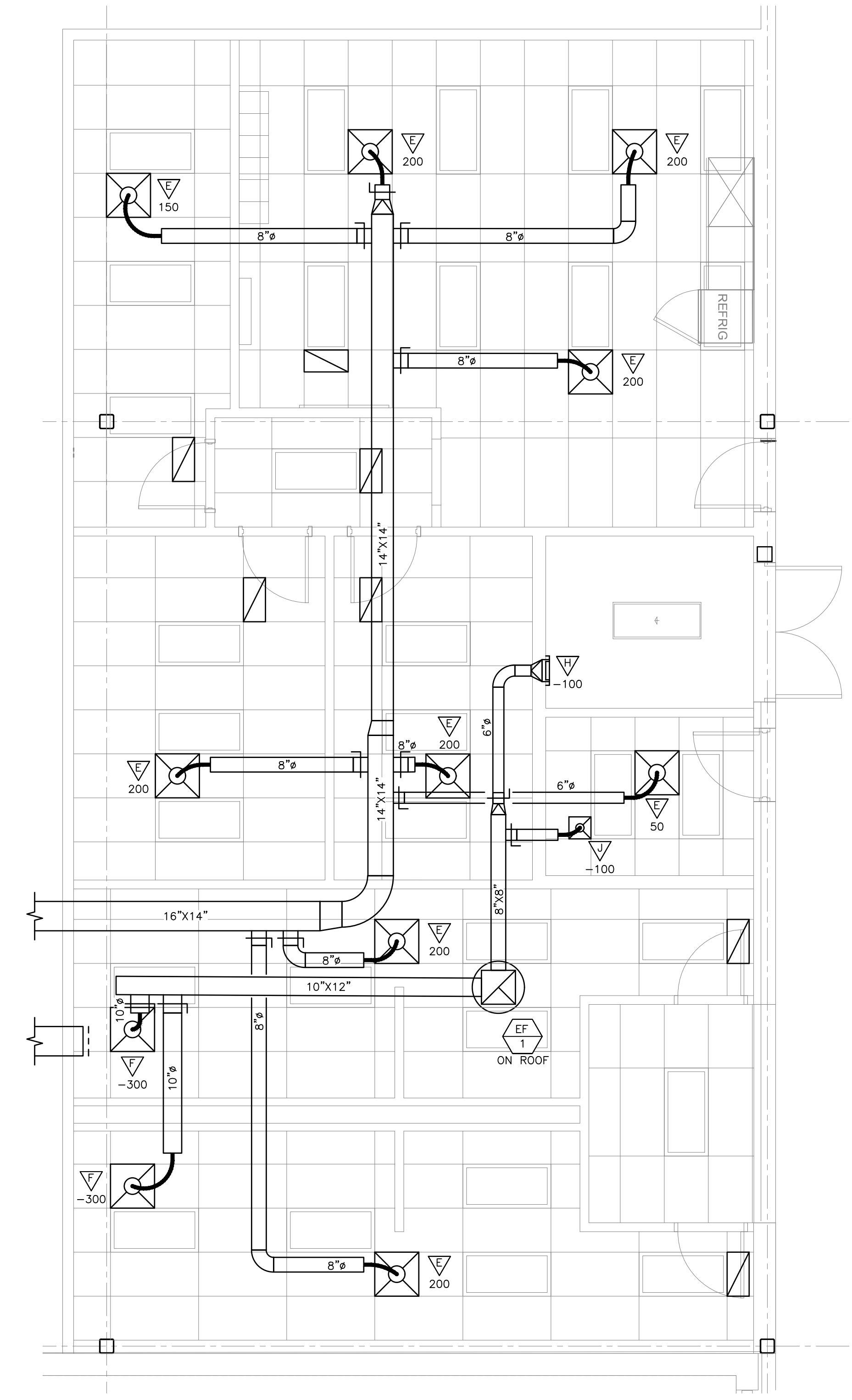
- 1. HOLD DUCTWORK TIGHT TO ROOF STRUCTURE.
- 2. PROVIDE 45° SHOE TAP AT CONNECTION TO DUCT DROP FROM ROOFTOP UNIT.
- 3. EXTEND TRANSFER DUCT DOWN TO 12" ABOVE FINISHED FLOOR. PROVIDE 3/4" FLANGE FOR HARDWARE CLOTH (1"X1" GRID). SECURE WITH CONTINUOUS 1" GALVANIZED STRAPS AND SCREWS 8" O.C.
- 4. BAS CONTRACTOR SHALL PROVIDE THERMOSTAT AT 48" ABOVE FINISHED FLOOR. REFER TO EXHAUST FAN SCHEDULE FOR ADDITIONAL INFORMATION.
- 5. MOUNT GRILLE/REGISTER AS HIGH AS POSSIBLE IN WALL AND ABOVE CEILING OF ADJACENT SPACE.
- 6. TERMINATE DUCT OPENING WITH WIRE MESH SCREEN.
- 7. UNDERCUT DOOR 1" FOR TRANSFER AIR.
- 8. PROVIDE IN-LINE TRANSFER FAN. SUPPORT FROM STRUCTURE ABOVE PER MANUFACTURER'S RECOMMENDATIONS. PROVIDE FLEXIBLE CONNECTORS ON THE INLET AND DISCHARGE CONNECTIONS. EF-3 TO BE ENERGIZED BY THERMOSTAT SET AT 77 DEGREES.
- 9. BAS CONTRACTOR TO INSTALL NEW TEMPERATURE SENSOR ON WALL AT 48" AFF.
- 10. CONNECT NEW SUPPLY/RETURN DUCT TO NEW FULL SIZE DUCT DROPS FROM NEW ROOFTOP UNIT.
- 11. ROUTE DUCTWORK TIGHT TO EXTERIOR WALL. PAINT DUCTWORK TO MATCH WALL FINISH.



01 I.T. ROOM MECHANICAL PLAN
1/4"=1'-0"



02 COUNT ROOM MECHANICAL PLAN
1/4"=1'-0"



03 OFFICES AND RESTROOM MECHANICAL PLAN
1/4"=1'-0"

ARLINGTON HEIGHTS, IL



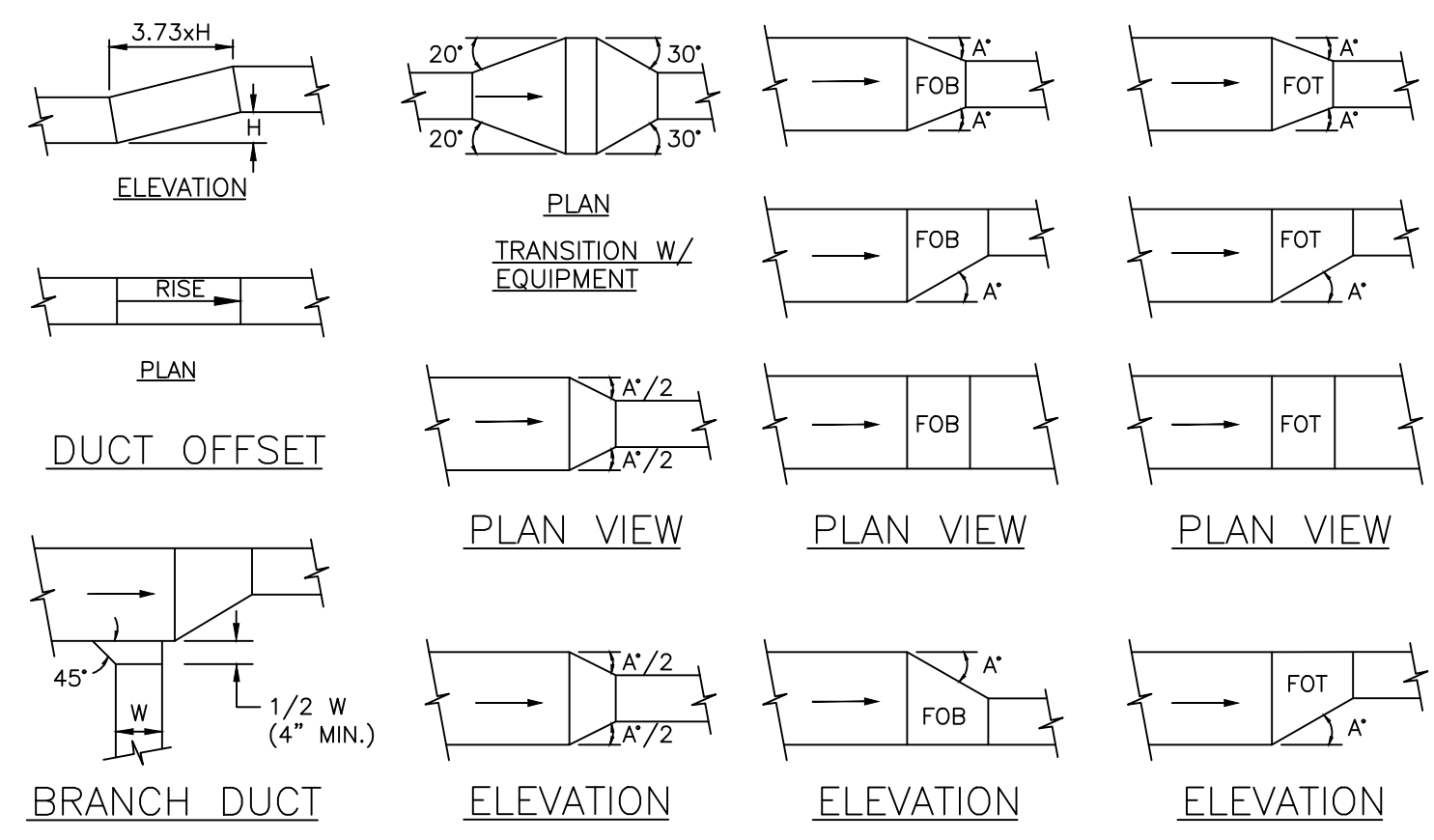
750 E. RAND ROAD

DRAWING ISSUES:
80% Set.
NOT FOR
CONSTRUCTION

JOB NO: AHG.33607

ENLARGED
MECHANICAL PLANS

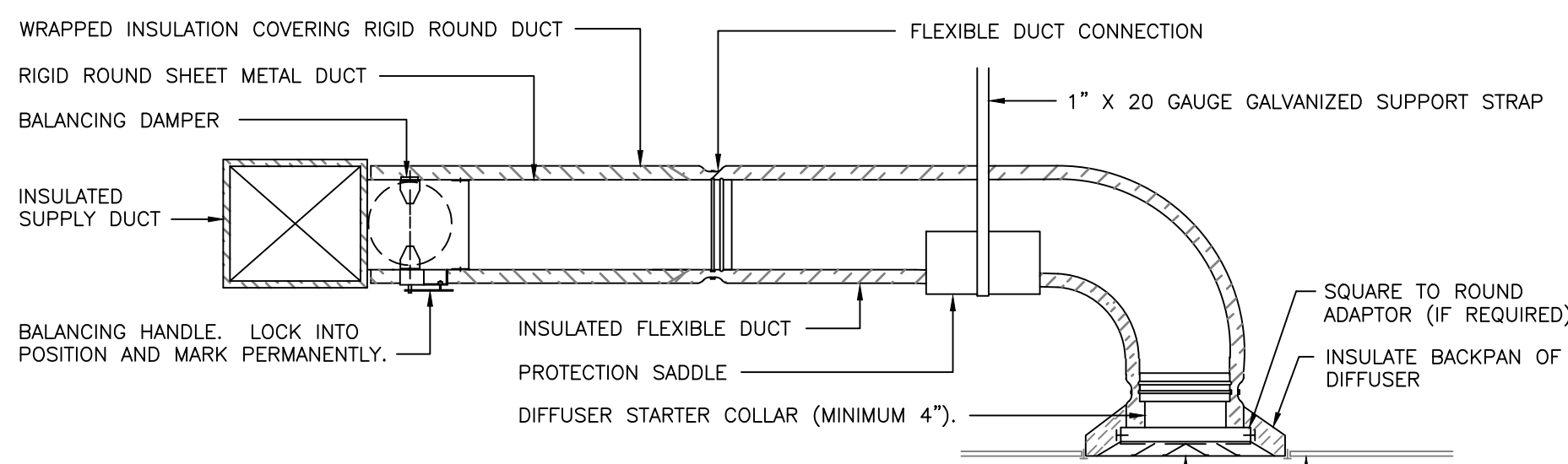
M2.0
AH2G - AHP #18-26



NOTES: 1) ANGLE A = 30° WHEN AIR FLOWS IN DIRECTION OF ARROW (SUPPLY AIR).
2) ANGLE A = 20° WHEN AIR FLOWS IN OPPOSITE DIRECTION OF ARROW (RETURN OR EXHAUST).

01 LOW VELOCITY DUCT FITTINGS DETAIL

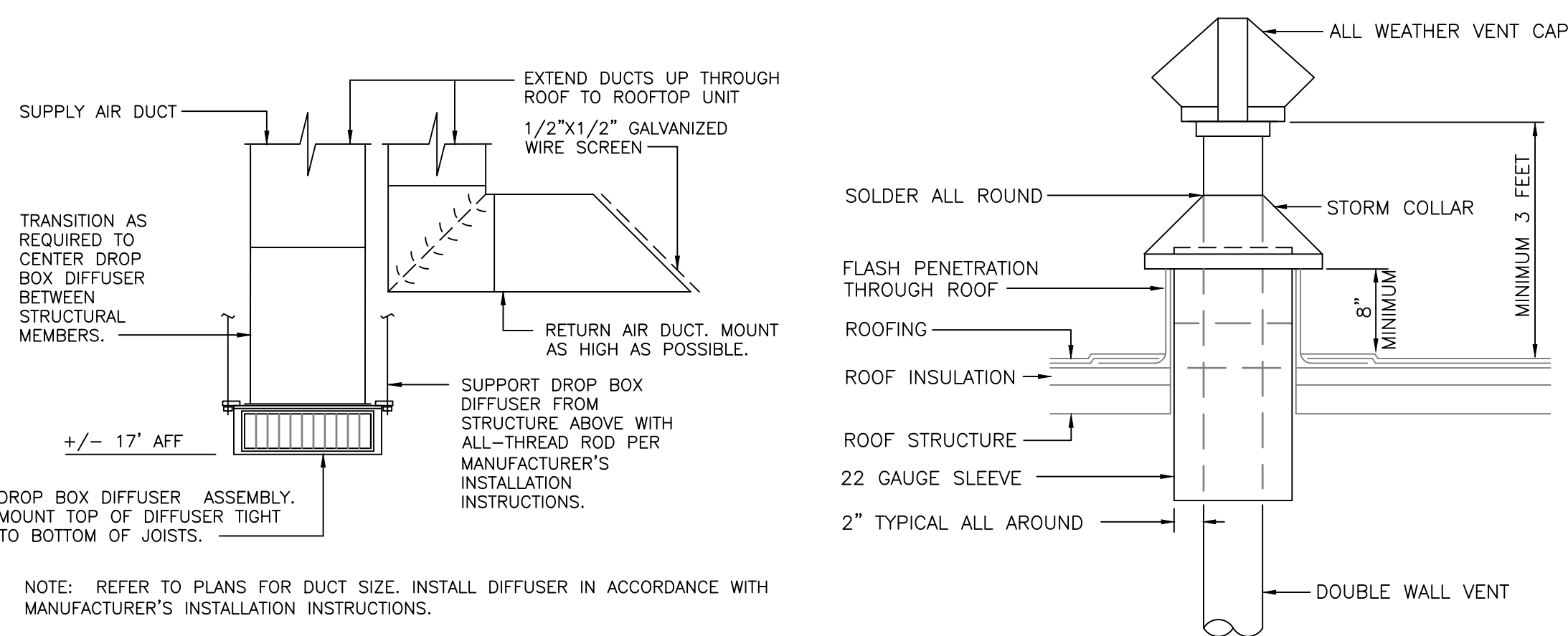
NOT TO SCALE



NOTES: 1) PROVIDE AT FLEXIBLE DUCT CONNECTION METAL OR "PANDUIT" DRAWBAND ON THE INTERIOR FLEXIBLE DUCT HELIX. SECURE THE INSULATION OVER THE DRAW BAND WITH AN ADDITIONAL DRAWBAND.
2) PROVIDE BEADING ON ROUND METAL DUCT 12" OR LARGER IN DIAMETER.
3) PROVIDE MINIMUM 4" COLLARS FOR ATTACHMENT OF THE FLEXIBLE DUCT TO ROUND DUCT, DAMPERS AND DIFFUSERS.
4) BAND RIGID ROUND DUCT INSULATION TO DUCT AND PROVIDE TAPE FOR INSULATION OVERLAP.

02 DIFFUSER CONNECTION DETAIL- FLEX DUCT

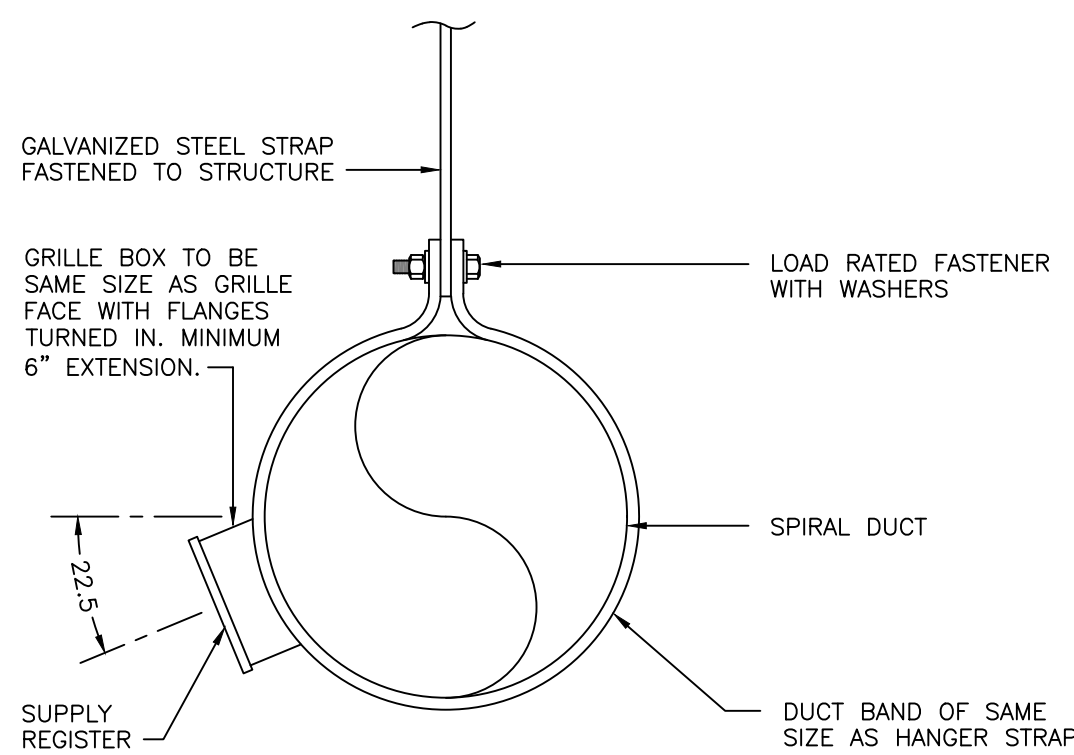
NOT TO SCALE



NOTE: REFER TO PLANS FOR DUCT SIZE. INSTALL DIFFUSER IN ACCORDANCE WITH MANUFACTURER'S INSTALLATION INSTRUCTIONS.

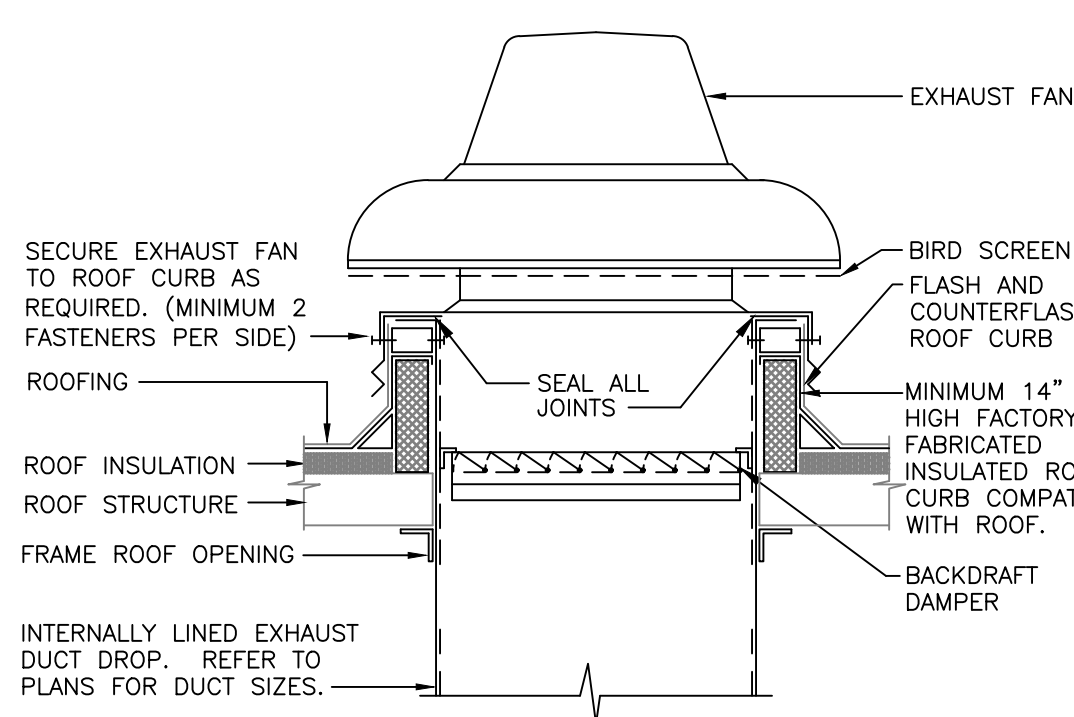
03 PLENUM SUPPLY DROP DETAILS

NO SCALE



05 SPIRAL DUCT INSTALLATION DETAIL

NOT TO SCALE



07 EXHAUST FAN DETAIL

NOT TO SCALE

VERIFY ALL MOUNTING FASTENERS AND SUPPORT REQUIREMENTS WITH STRUCTURAL.

P:\AT Home Group\Arlington Heights, IL (750 E. Rand Road)\AHG.33607\Design Files\Mechanical-Plumbing\AHG.33607_Mechanical.dwg: 3/7/2022 3:27:05 PM

TRANE NATIONAL ACCOUNTS EQUIPMENT PACKAGE

AT HOME HAS A NATIONAL ACCOUNT AGREEMENT WITH TRANE FOR EQUIPMENT. THE INSTALLING CONTRACTOR IS RESPONSIBLE FOR RECEIVING THE EQUIPMENT, STORAGE, HANDLING AND PROPER INSTALLATION, STARTUP, LABOR WARRANTY, ETC. ALL BIDDING CONTRACTORS WILL RECEIVE A COPY OF TRANE'S SCOPE PROPOSAL AND THEY SHOULD DIRECT SCOPE QUESTION TO THE TRANE NATIONAL ACCOUNTS TEAM. THE INSTALLING CONTRACTOR SHALL PROVIDE A COMPLETE WARRANTY (PARTS AND LABOR) FOR THE INSTALLED SYSTEM. TRANE FACTORY WARRANTY SHALL BE PROVIDED AS OUTLINED IN THE TRANE SCOPE PACKAGE.

EQUIPMENT PACKAGE
INCLUDES RTUs, DOAS, CHILLERS, COOLING TOWERS, AIR HANDLERS, FAN COILS, VAV BOXES, PLATE AND FRAME HEAT EXCHANGERS, VARIABLE SPEED DRIVES, DUCT HEATERS AND CONDENSING UNITS AS OUTLINED IN THE TRANE SCOPE PROPOSAL AND AS SPECIFIED ON THE PLANS.

FOR COMPLETE INFORMATION ON THE FOLLOWING PACKAGE OF EQUIPMENT, CONTACT TRANE NATIONAL ACCOUNTS MANAGER AUSTIN LUPTON (303-335-6647; AUSTIN.LUPTON@TRANE.COM).

ANY CHANGES OR VARIATIONS TO THE ORIGINAL EQUIPMENT PACKAGE DESCRIBED ABOVE THAT WOULD AFFECT THE HVAC EQUIPMENT PACKAGE SHOULD BE BROUGHT TO THE ATTENTION OF THE ACCOUNT MANAGEMENT TEAM LISTED ABOVE.

ORDERING PROCEDURES

TRANE NATIONAL ACCOUNTS TEAM WILL ORDER EQUIPMENT AND COORDINATE SHIPMENT WITH THE SUCCESSFUL HVAC CONTRACTOR. THE HVAC CONTRACTOR WILL BE RESPONSIBLE FOR REVIEWING SUBMITTALS, DELIVERY COORDINATION, RECEIVING AND INSTALLATION AS DESCRIBED IN THE PLANS, SPECIFICATIONS, AND TRANE MANUFACTURER'S RECOMMENDATIONS. STARTUP OF THE EQUIPMENT SHALL BE BY THE INSTALLING CONTRACTOR.

REMARKS:

- 1) AT HOME HAS A NATIONAL ACCOUNT WITH TRANE. REFER TO THE TRANE PACKAGE PROGRAM BLOCK FOR MORE INFORMATION.
- 2) FOR PRICING AND QUESTION, PLEASE CONTACT AT HOME NATIONAL ACCOUNT TEAM: ACCOUNT MANAGER: AUSTIN LUPTON AUSTIN.LUPTON@TRANE.COM 303-335-6647

OWNER PROVIDED ROOFTOP UNIT SCHEDULE

MARK (RTU-#)	1-10	11	12	13
MANUFACTURER	TRANE	TRANE	TRANE	TRANE
MODEL	YHD180G4	YHC060F4	YHD180G4	YHC047E4
AIRFLOW (CFM)	6,000	2,000	6,000	1,600
MIN/MAX OA FLOW (CFM)	###/###	###/###	###/###	###/###
AMBIENT OAT (°F)	95	95	95	95
EXT. S.P. (IN. W.C.)	0.3	0.5	0.5	0.5
DX COOLING COIL				
NOMINAL TONNAGE	15.0	15.0	15.0	4.0
EAT (+FDB/WB)	80.0/67.0	80.0/67.0	80.0/67.0	80.0/67.0
TOTAL (BTU/HR)	185,400	63,500	185,400	49,900
SENSIBLE (BTU/HR)	160,300	47,300	160,300	37,000
NATURAL GAS HEATING				
INPUT (BTU/HR)	250,000	60,000	250,000	60,000
OUTPUT (BTU/HR)	200,000	49,000	200,000	49,000
STAGES	2	1	2	1
ELECTRICAL				
VOLTS/PH/HZ	460/3/60	460/3/60	460/3/60	460/3/60
MOTOR (HP)	3	1	3	1
MCA (AMPS)	33	14	33	14
MOCF (AMPS)	45	20	45	20
APPROX. WEIGHT (LBS)	2,698	992	2,698	976
EER/SEER/EER	12.1/-/15.0	12.8/-/15.0	12.1/-/15.0	13.0/-/17.5
NOTES	1-14	1-13	1-13	1-13

NOTES:

- 1) TRANE PACKAGED ROOFTOP UNIT WITH MODEL, SIZE, AND CONFIGURATION AS INDICATED IN SCHEDULE AND ON DRAWINGS.
- 2) PROVIDE FACTORY-MOUNTED BACNET DDC UNIT CONTROLLER.
- 3) PROVIDE MULTI-SPEED FAN.
- 4) PROVIDE COMPARATIVE ENTHALPY ECONOMIZER WITH POWERED EXHAUST.
- 5) PROVIDE MERV 8 FILTER.
- 6) PROVIDE HALL GUARDS.
- 7) PROVIDE FACTORY-INSTALLED DISCONNECT SWITCH, PHASE MONITOR, AND 120V SERVICE OUTLET.
- 8) DIGITAL DISPLAY ROOM SENSOR PROVIDED BY BAS CONTRACTOR.
- 9) 18" INSULATED ROOF CURB.
- 10) HINGED ACCESS DOORS.
- 11) RETURN SMOKE DETECTOR FACTORY INSTALLED.
- 12) LOW LEAK ECONOMIZER, FAULT DETECTION DIAGNOSTICS (IN CALIFORNIA IN ORDER TO COMPLY WITH TITLE 24).
- 13) CONDENSER COIL CORROSION-RESISTANT COATING (IN COASTAL CLIMATES).
- 14) PROVIDE WITH DEMAND CONTROL VENTILATION.

REMARKS:

- 1) AT HOME HAS A NATIONAL ACCOUNT WITH TRANE. REFER TO THE TRANE PACKAGE PROGRAM BLOCK FOR MORE INFORMATION.
- 2) FOR PRICING AND QUESTION, PLEASE CONTACT AT HOME NATIONAL ACCOUNT TEAM: ACCOUNT MANAGER: AUSTIN LUPTON AUSTIN.LUPTON@TRANE.COM 303-335-6647

GRILLE, REGISTER, AND DIFFUSER SCHEDULE

MARK	A	C	E	F	G	H	I	J
MANUFACTURER	AES INDUSTRIES	TITUS	TITUS	TITUS	TITUS	TITUS	TITUS	TITUS
MODEL	ADB-1-15-4	272RS	TMS	PAR	PAR	350RL	350RL	PAR
TYPE	DROP BOX DIFFUSER	REGISTER	DIFFUSER	PERFORATED GRILLE	PERFORATED GRILLE	LOUVERED GRILLE	LOUVERED GRILLE	PERFORATED GRILLE
NECK SIZE (LxW)	28"x28"	14"x8"	PER PLAN	PER PLAN	10"x10"	12"x12"	24"x16"	10"x10"
FACE SIZE (LxW)	10"x25"	16"x10"	24"x24"	24"x24"	12"x24"	14"x12"	24"x18"	12"x12"
FRAME TYPE	DUCT MOUNTED	DUCT MOUNTED	LAY-IN	LAY-IN	LAY-IN	SURFACE	SURFACE	LAY-IN
FINISH	PER ARCHITECT	PER ARCHITECT	PER ARCHITECT	PER ARCHITECT	PER ARCHITECT	PER ARCH	PER ARCH	PER ARCH
NOISE CRITERIA LEVEL	<30	<30	<30	<30	<30	<30	<30	<30
NOTES	1	2	3	3,4	3			3,4

NOTES:

- 1) PAINT TO MATCH CEILING.
- 2) PROVIDE WITH OPPOSED BLADE DAMPER.
- 3) PROVIDE WITH RAPID MOUNT SHEETROCK FRAME (TRIM) ONLY WHEN INSTALLED HARD CEILING.
- 4) PROVIDE WITH SQUARE TO ROUND ADAPTOR.

2015 INTERNATIONAL MECHANICAL CODE VENTILATION CALCULATION

ZONE	AREA (Az)	PEOPLE OUTDOOR AIR RATE (Rp)	AREA OUTDOOR AIR RATE (Ro)	OCCUPANCY DENSITY (P/1,000 SQ.FT.)	OCCUPANCY CLASSIFICATION	CALCULATED OCCUPANCY DENSITY (Pz)	Rp/Pz	Ro/Az	BREATHING ZONE OUTDOOR AIRFLOW (Voz) (CFM)	ZONE AIR DISTRIBUTION EFFECTIVENESS (Ez)	ZONE OUTDOOR AIRFLOW (Voz)	PROVIDED OUTDOOR AIRFLOW (CFM)
SALES	88,566	7.5	0.06	8	SUPERMARKETS	709	5,318	5,314	10,632	0.8	13,290	13,300
RECEIVING	7,540	-	0.12	-	SHIPPING & RECEIVING	-	-	905	905	0.8	1,132	1,150
OFFICES	1,824	5	0.06	5	OFFICE SPACES	10	50	110	160	0.8	200	210

UNIT HEATER SCHEDULE (GAS)

MARK (UH-#)	1
MANUFACTURER	TRANE
MODEL	HEGH
TYPE	SUSPENDED
AIRFLOW (CFM)	1,616
VENT SIZE (IN)	2
HEATER	
FUEL	NATURAL GAS
INPUT (BTU/HR)	100,000
OUTPUT (BTU/HR)	96,000
ELECTRICAL	
VOLTS/PH/HZ	115/1/60
MOTOR (HP)	1/2
APPROX WEIGHT (LBS)	180
NOTES	1-5

NOTES:

- 1) PROVIDE UNIT HEATER. SUSPEND HEATER FROM STRUCTURE ABOVE WITH STEEL CHANNEL AND ALL-THREADED ROD. MOUNT BOTTOM OF HEATER 14"-0" ABOVE FINISHED FLOOR (UNLESS OTHERWISE NOTED).
- 2) PROVIDE 60° DOWNTURN NOZZLE.
- 3) PROVIDE TWO-STAGE GAS VALVE.
- 4) DISCONNECT PROVIDED BY ELECTRICAL CONTRACTOR.
- 5) BAS VENDOR SHALL PROVIDE 2 STAGE HEATING CONTROL OF UNIT. HEATING SHALL ENERGIZE TO MAINTAIN 60°F WHEN OUTSIDE AIR TEMPERATURE IS BELOW 40°F AND WHEN A DOCK DOOR OR FORK LIFT DOOR IS OPEN.

EXHAUST FAN SCHEDULE

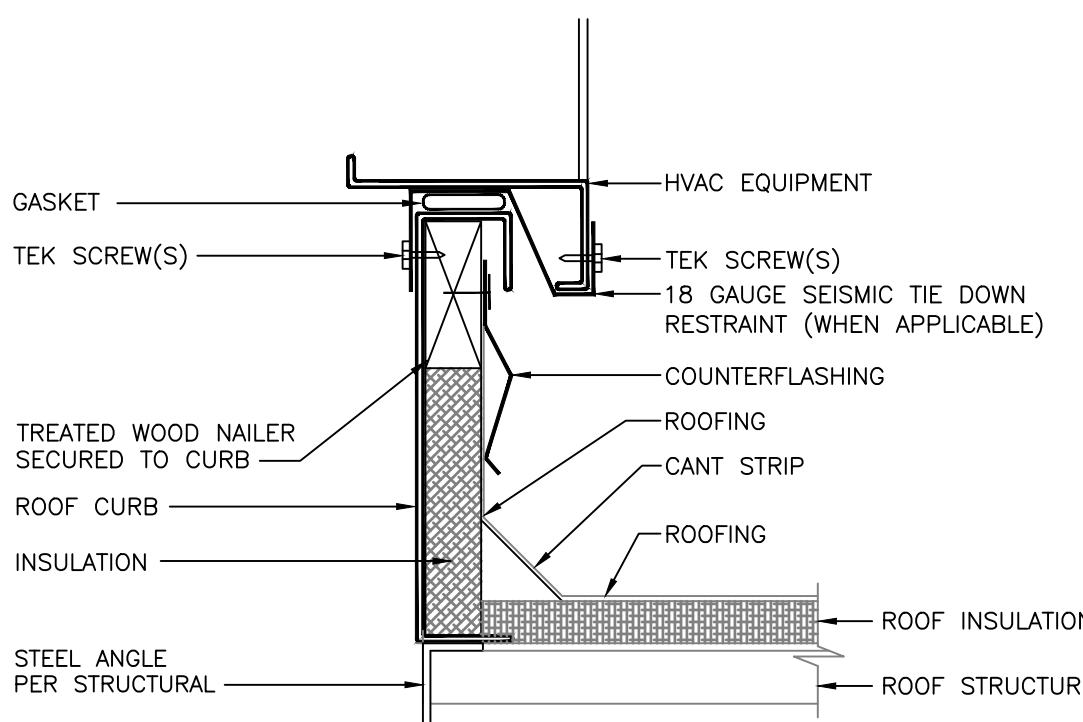
MARK (EF-#)	1	2	3
MANUFACTURER	COOK	FANTECH	FANTECH
MODEL	120C17DEC	FG 6XL	FG 12XL
TYPE	DOWNBLAST	INLINE	INLINE
DRIVE TYPE	DIRECT	DIRECT	DIRECT
PERFORMANCE			
AIRFLOW (CFM)	800	400	800
EXT. STATIC (IN. W.C.)	0.35	0.2	0.2
FAN SPEED (RPM)	1,316	2,700	2,800
ELECTRICAL			
VOLTS/PH/HZ	120/1/60	120/1/60	120/1/60
FAN MOTOR HP	1/2	1/5	2/5
FAN MOTOR WATTS	-	150	300
APPROX WEIGHT (LBS)	30	9.1	13.7
SERVES	RESTROOMS	COUNT ROOM	IT ROOM
NOTES	3,4	1,2	1,2

NOTES:

- 1) SUPPORT TRANSFER FAN FROM STRUCTURE ABOVE PER MANUFACTURER'S RECOMMENDATIONS. PROVIDE FLEXIBLE CONNECTORS ON THE INLET AND DISCHARGE CONNECTIONS.
- 2) PROVIDE WALL MOUNTED THERMOSTAT COMPATIBLE WITH TRANSFER FAN. SET THERMOSTAT TO 77°F. THERMOSTAT SHALL BE MONITORED BY ENERGY MANAGEMENT SYSTEM.
- 3) PROVIDE BACKDRAFT DAMPER, FACTORY MOUNTED AND WIRED DISCONNECT AND 14" HIGH FACTORY FABRICATED ROOF CURB.
- 4) FAN SHALL BE CONNECTED TO ENERGY MANAGEMENT SYSTEM.

06 RECTANGULAR DUCT INSTALLATION DETAIL

NOT TO SCALE



08 ROOFTOP UNIT CURB DETAIL

REFER TO SHEET M1.0

VERIFY ALL MOUNTING FASTENERS AND SUPPORT REQUIREMENTS WITH STRUCTURAL.

- PLUMBING PLAN NOTES**
- 3" STORM LINE UP TO CANOPY DRAIN, REFER TO "CANOPY DRAIN" DETAIL ON P3.0.
 - EXISTING GAS PIPE SIZE UNKNOWN, VERIFY PIPE SIZE MEETS OR EXCEEDS GAS PIPE SHOWN ON PLANS, REPLACE WITH NEW IF GAS PIPE IS SMALLER THAN INDICATED ON PLANS.
 - EXISTING WATER METER, RPZ, AND FIRE RISER TO REMAIN.
 - CONNECT TO ROOFTOP EQUIPMENT PER "ROOFTOP UNIT CONNECTIONS" DETAIL. ROUTE CONDENSATE TO DRAIN ONTO SPLASH BLOCK ON ROOF.
 - CONNECT NEW 3/4" COLD WATER LINE TO EXISTING COLD WATER LINE OF EQUAL SIZE OR GREATER. FIELD VERIFY EXACT LOCATION.
 - CONNECT TO UNIT HEATER PER "UNIT HEATER CONNECTION" DETAIL.
 - EXISTING GAS PIPE DOWN TO EXISTING GAS METER. VERIFY CAPACITY OF METER MEETS OR EXCEEDS NEW GAS LOAD. REPLACE THE METER AS NECESSARY. COORDINATE NEW GAS LOAD WITH LOCAL GAS COMPANY.
 - ABANDON EXISTING GAS GENERATOR IN PLACE.

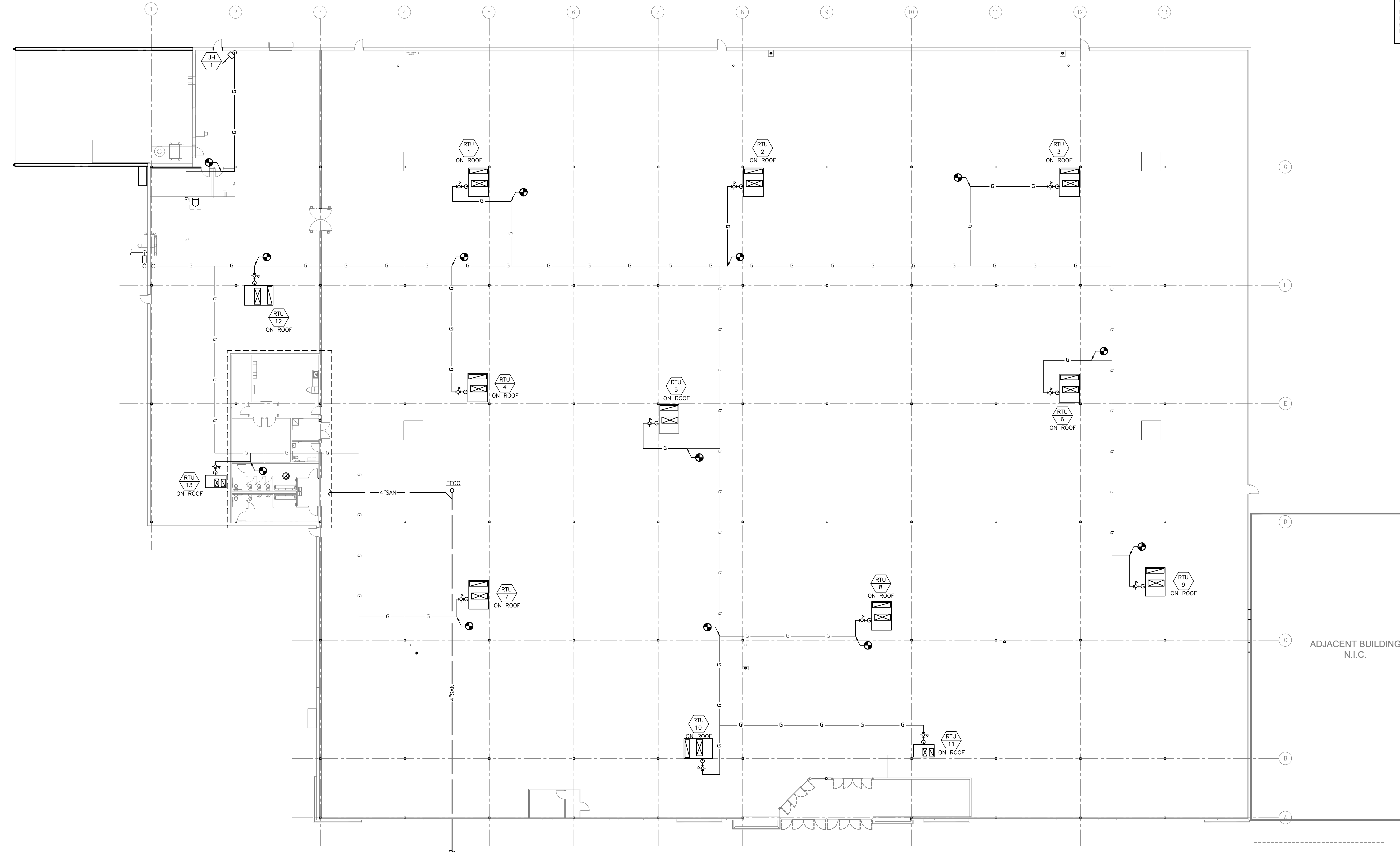
- GENERAL PLUMBING DEMO. NOTES**
- REFER TO MECHANICAL & ARCHITECTURAL DRAWINGS FOR DEMOLITION RELATED WORK. GENERAL CONTRACTOR IS RESPONSIBLE FOR COORDINATING THE WORK WITH OTHER CONTRACTORS.
 - DISCONNECT, REMOVE, AND CAP AT MAIN ALL ABANDONED PLUMBING LINES IN ABANDONED SPACES. SEAL PIPING AIR TIGHT. REMOVAL OF PIPING INCLUDES ALL SUPPORTS, HANGERS, FASTENERS AND ASSOCIATED COMPONENTS.
 - DISCONNECT, REMOVE, AND CAP ALL UNUSED DRAINS AND VENTS ON SALES FLOOR. SEAL PIPING AIR TIGHT. REMOVAL OF PIPING INCLUDES ALL SUPPORTS, HANGERS, FASTENERS AND ASSOCIATED COMPONENTS.

SANITARY WASTE INSPECTION

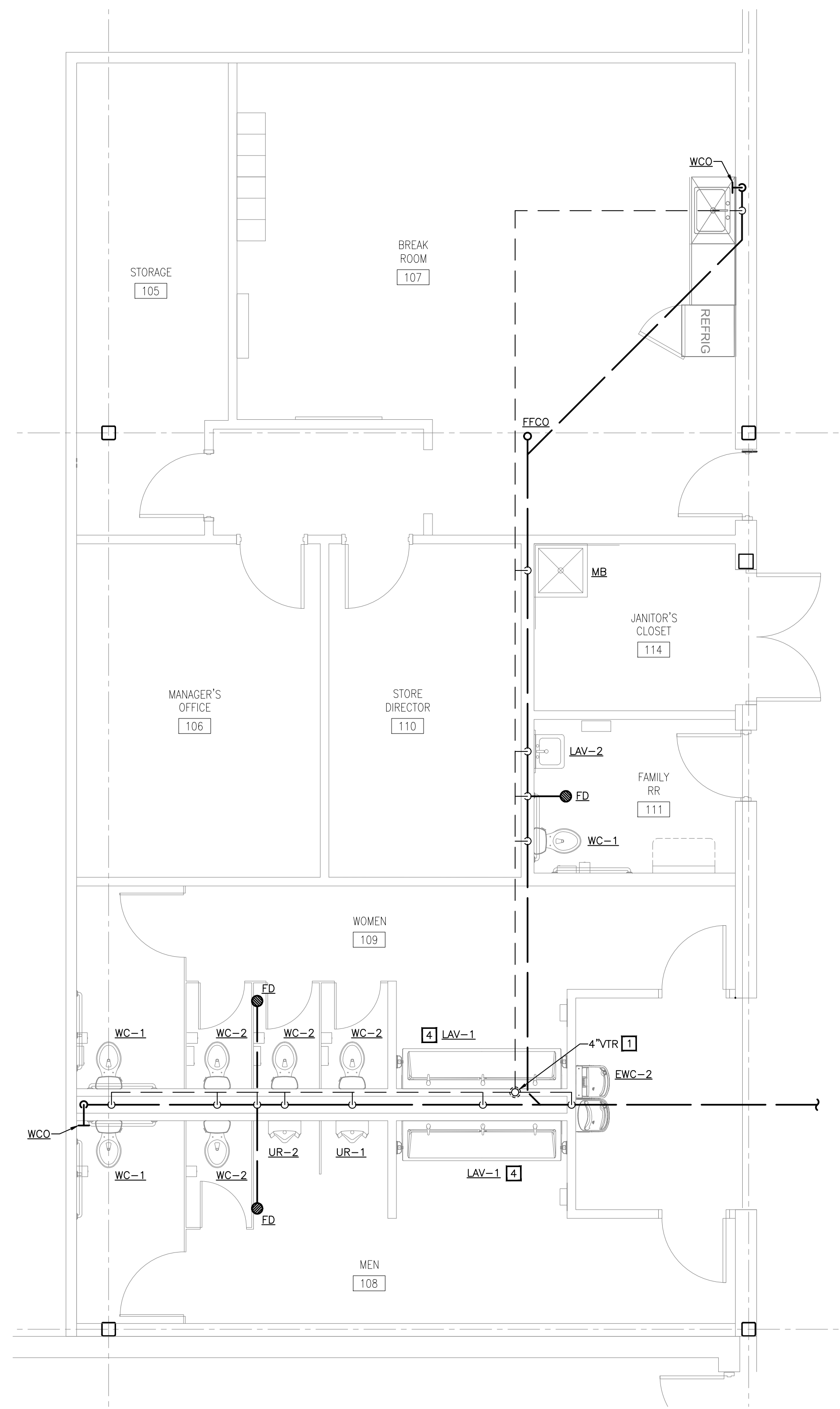
PLUMBING CONTRACTOR SHALL THOROUGHLY INSPECT ALL EXISTING UNDERSLAB WASTE LINES TO BE REUTILIZED UNDER NEW CONSTRUCTION OR THAT RECEIVE DISCHARGE FROM FIXTURES, DRAINS, OR EQUIPMENT THAT WILL REMAIN UNDER NEW WORK. ALL LINES SHALL BE SCOPED, LOCATION AND BURY DEPTH DETERMINED AND MARKED, AND VIDEO RECORDING DELIVERED TO C.C. BEFORE BEGINNING PLUMBING WORK. AFTER ALL PLUMBING WORK HAS BEEN COMPLETED, VIDEO INSPECTION SHALL BE REPEATED AND ALL DOCUMENTATION AND RECORDINGS SHALL BE DELIVERED TO C.C. IF EXISTING BELOW SLAB SANITARY IS NOT PVC, PROVIDE NEW SANITARY LINE TO NEAREST MANHOLE CONNECTION. IF EXISTING PVC IS OBSTRUCTED AFTER SCOPING, PROVIDE NEW PVC LATERAL TO NEAREST SANITARY MANHOLE.

GAS SCHEDULE

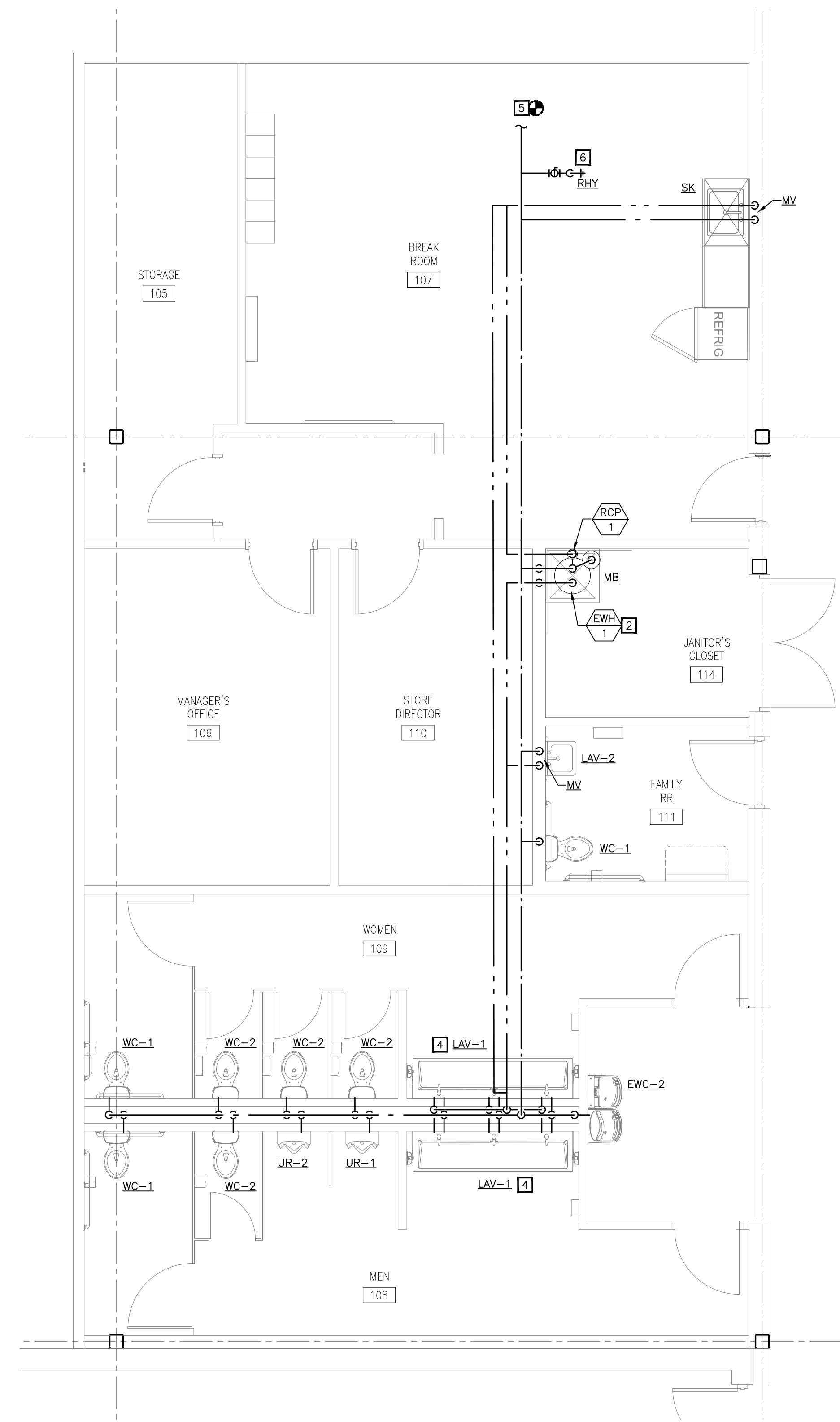
TYPE	MARK	GAS CFH
RTU	1	250
RTU	2	250
RTU	3	250
RTU	4	250
RTU	5	250
RTU	6	250
RTU	7	250
RTU	8	250
RTU	9	250
RTU	10	250
RTU	11	60
RTU	12	250
RTU	13	60
UH	1	100
GRAND TOTAL CFH		2970



01 PLUMBING FLOOR PLAN
1/16"=1'-0"
TRUE
NDRTH



01 ENLARGED PLUMBING PLAN — WASTE AND VENT
1/4" = 1'-0"



02 ENLARGED PLUMBING PLAN — WATER
1/4" = 1'-0"

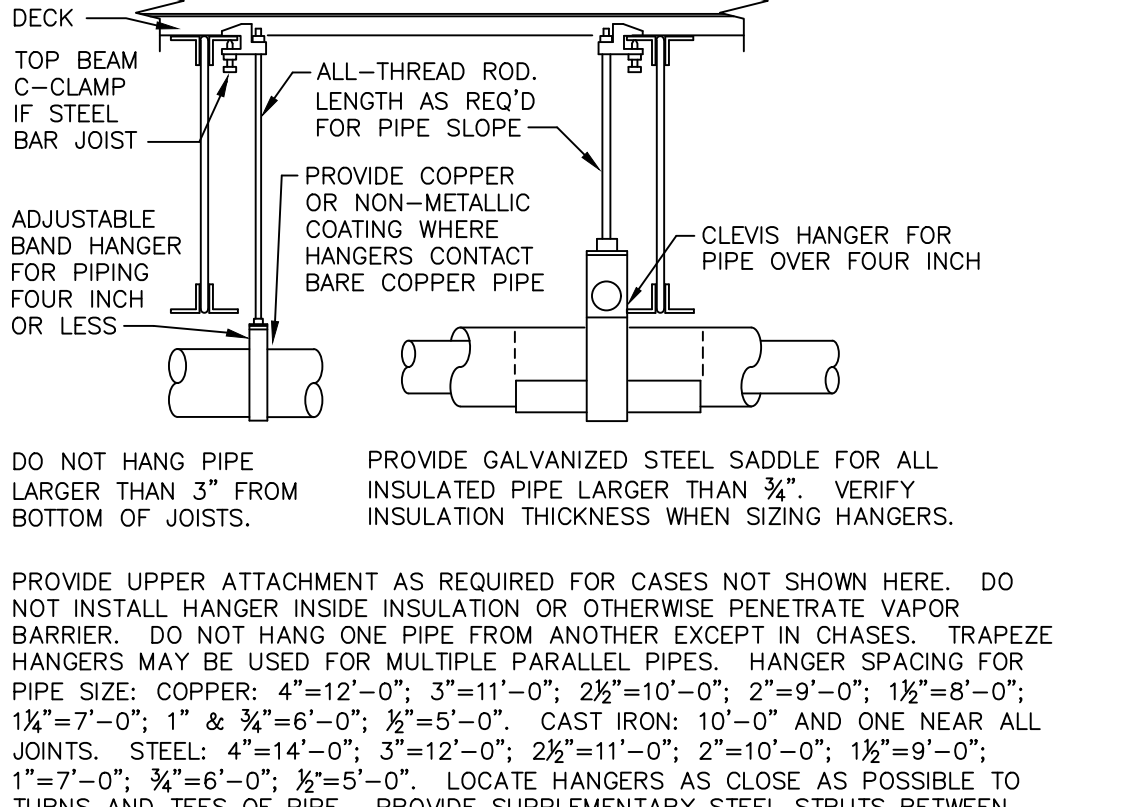
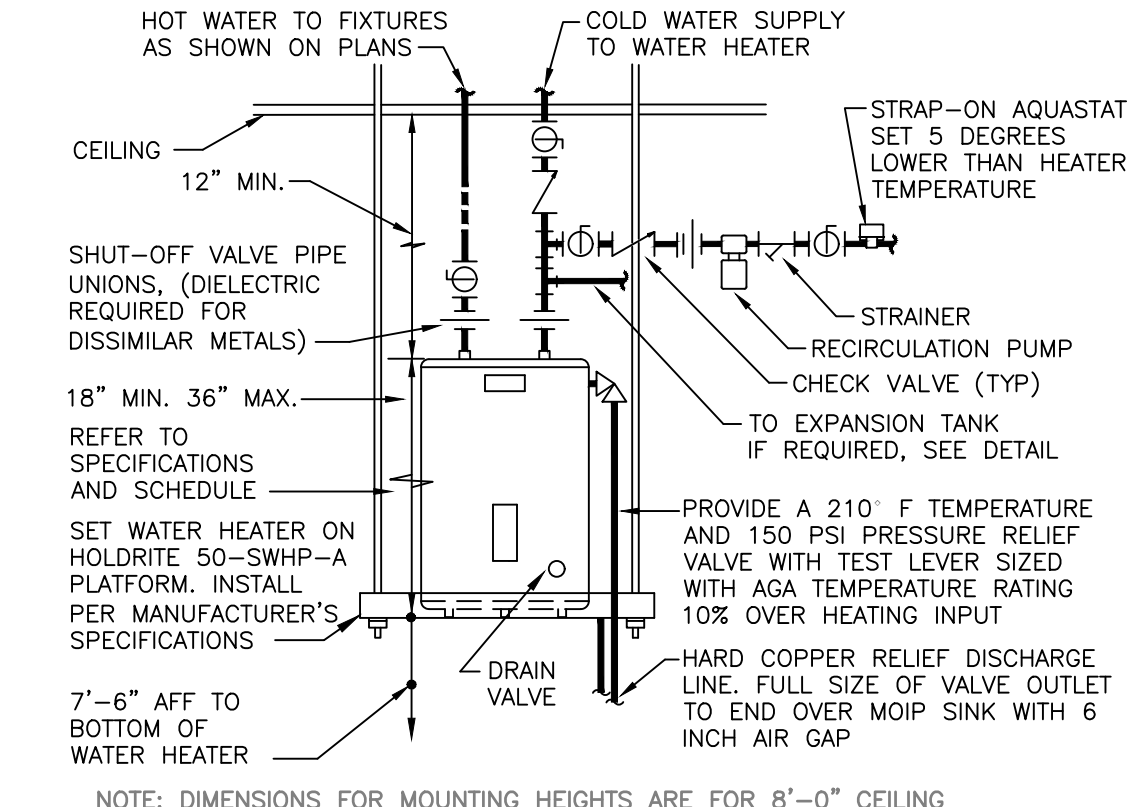
- PLUMBING PLAN NOTES**
- 1 PROVIDE SANITARY VENT THROUGH ROOF PER "VENT THRU ROOF (VTR)" DETAIL. LOCATE VENT MINIMUM 20'-0" AWAY FROM AIR INTAKES ON ROOF.
 - 2 PROVIDE WATER HEATER, EXPANSION TANK, AND RECIRCULATION PUMP PER "SUSPENDED WATER HEATER" AND "EXPANSION TANK" DETAILS.
 - 3 NOT USED.
 - 4 ALL PIPING AT LAVATORY TO BE INSTALLED HIGH ENOUGH TO BE CONCEALED BY STAINLESS STEEL SKIRT.
 - 5 CONNECT NEW COLD WATER LINE TO NEAREST EXISTING COLD WATER LINE OF EQUAL SIZE OR GREATER. FIELD VERIFY EXACT LOCATION.
 - 6 PROVIDE NEW FROST PROOF ROOF HYDRANT ON ROOF. SEE DETAIL "ROOF HYDRANT DETAIL" ON P.3.0.

03 PLUMBING RISER — WASTE AND VENT
1/4" = 1'-0"

04 PLUMBING RISER — WATER
1/4" = 1'-0"

PLUMBING FIXTURE SCHEDULE									
MARK	TYPE	MANUFACTURER	MODEL NUMBER	DESCRIPTION	TRIM AND REMARKS	CONNECTION SIZES			
						COLD	HOT	WASTE	VENT
WC-1	WATER CLOSET (ACCESSIBLE)	AMERICAN STANDARD	3043.001	VITREOUS CHINA, ELONGATED SIPHON JET BOWL, 1/2" TOP SPUD AND RIM AT 16" AFF.	SLOAN 111-XL 1.6 GPF FLUSH VALVE WITH VACUUM BREAKER, ANGLE CHECK STOP, BENS 1955CT ELONGATED OPEN FRONT COVER COMMERCIAL PLASTIC TOILET SEAT.	1 1/4"	---	4"	2"
WC-2	WATER CLOSET	AMERICAN STANDARD	2234.001	VITREOUS CHINA, ELONGATED SIPHON JET BOWL, 1/2" TOP SPUD AND RIM AT 15" AFF.	SLOAN 111-XL 1.6 GPF FLUSH VALVE WITH VACUUM BREAKER, ANGLE CHECK STOP, BENS 1955CT ELONGATED OPEN FRONT COVER COMMERCIAL PLASTIC TOILET SEAT.	1 1/4"	---	4"	2"
LAV-1	LAVATORY (ACCESSIBLE)	BRADLEY	LD-3010	90° 3-STATION 3010 OMNIDECK, WITH NO FAUCETS OR SOAP DISPENSER (COLOR: GRAPHITE DECK AND BOWL) INC./TMV	CONTRACTOR TO PROVIDE DELTA 87105 "LEVER HANDLE" METERING FAUCET WITH 0.25 GPC NON-AERATED SPRAY, OWNER TO PROVIDE WITH STRAINER, PVC P-TRAP, THERMOSTATIC MIXING VALVE, AND STAINLESS STEEL COVER, P.C. TO INSTALL. REFER TO SHEET GO.1 FOR VENDOR INFORMATION.	1/2"	1/2"	2"	1 1/2"
LAV-2	LAVATORY (ACCESSIBLE)	AMERICAN STANDARD	356.421	VITREOUS CHINA, FRONT OVERFLOW, 34" AFF TO RIM.	DELTA 87105 "LEVER HANDLE" METERING FAUCET WITH 0.25 GPC NON-AERATED SPRAY, TRUBRO LAV GUARD 102E-Z. PROVIDE GRID STRAINER DRAIN WITH TALPIECE, CHROME PLATED CAST BRASS P-TRAP WITH CLEANOUT, WASTE ARM TO WALL WITH ESCUTCHEON AND 1/4" TURN ANGLE STOP VALVES WITH METAL HANDLES.	1/2"	1/2"	2"	1 1/2"
MB	MOP BASIN	ZURN	Z1996-24	MOLDED HIGH DENSITY COMPOSITE	ZURN Z843M1-RC, BASIN HOSE, BRACKET AND MOP HANGER	3/4"	3/4"	4"	1 1/2"
SK	COUNTER SINK	OWNER FURNISHED INTEGRAL WITH BREAK ROOM CABINET	NA	SINK AND 1.5 GPM FAUCET OWNER FURNISHED INTEGRAL WITH BREAK ROOM CABINET	PROVIDE CHROME PLATED CAST BRASS P-TRAP WITH CLEANOUT, WASTE ARM TO WALL WITH ESCUTCHEON, 1/4" TURN ANGLE STOP VALVES WITH METAL HANDLES	1/2"	1/2"	2"	1 1/2"
EWC-2	WATER COOLER WITH BOTTLE FILLER (ACCESSIBLE)	ELKAY	LZSTLWLSK	DUAL HEIGHT, BOTTLE FILLING STATION, THREE SELF-CLOSING EASY-TOUCH CONTROLS, MINIMUM CAPACITY 8.0 GPM FROM 80° F TO 50° F WITH AMBIENT TEMPERATURE OF 60° F UTILIZING 4 HP, 115 VOLT, 1 PHASE COMPRESSOR	PROVIDE ELKAY #LAPKREZ APRON, 1/4" TURN ANGLE STOP VALVE WITH METAL HANDLE, P-TRAP WITH CLEANOUT AND WASTE ARM TO WALL, COORDINATE WITH ARCHITECT FOR MOUNTING HEIGHT AND WHICH SIDE IS THE HIGH SIDE, BOTTLE ON LOW SIDE.	1/2"	---	2"	1 1/2"
MV	MIXING VALVE	SYMONS	7-225-CR-MS	THERMOSTATIC CONTROLLER WITH INTEGRAL CHECKS, ALL BRASS BODY WITH DUAL STAINLESS STEEL STRAINER, VANDAL-RESISTANT TEMPERATURE ADJUSTMENT HANDLE.	MOUNT IN ACCESSIBLE LOCATION. SET TO 105 DEGREES F.	---	---	---	---
UR-1	URNAL (ACCESSIBLE)	AMERICAN STANDARD	6590.001	VITREOUS CHINA, WASHOUT FLUSH, 3/4" INLET SPUD, RIM AT 17" AFF.	SLOAN 186-0.5 FLUSH VALVE WITH VACUUM BREAKER, ANGLE CHECK STOP. PROVIDE WITH MANUFACTURER'S RECOMMENDED CARRIER	3/4"	---	2"	1 1/2"
UR-2	URNAL	AMERICAN STANDARD	6590.001	VITREOUS CHINA, WASHOUT FLUSH, 3/4" INLET SPUD, RIM AT 24" AFF.	SLOAN 186-0.5 FLUSH VALVE WITH VACUUM BREAKER, ANGLE CHECK STOP. PROVIDE WITH MANUFACTURER'S RECOMMENDED CARRIER	3/4"	---	2"	1 1/2"
FD	FLOOR DRAIN	SIYOUX CHIEF	833-64NRV	BOTTOM OUTLET DUCTILE IRON BODY, ADJUSTABLE 90° DIAMETER NICKEL BRONZE STRAINER WITH WOOD GRINDING SCREWS.	PROSET TRAP GUARD-SMOOTH, SOFT, FLEXIBLE, ELASTOMERIC PVC MATERIAL MOLDED INTO SHAPE OF DUCK'S BILL, OPEN ON TOP WITH CURT CLIP, CLOSURE AT BOTTOM. ALLOW WASTE WATER TO OPEN AND ADEQUATELY DISCHARGE THROUGH OUT.	---	---	4"	1 1/2"
RHY	ROOF WALL HYDRANT	WOODFORD	RHY2-MS	QUARTER TURN NON-FREEZE WALL HYDRANT WITH 3/4" EXPOSED HOSE CONNECTION, INTEGRAL VACCUM BREAKER, AND VANDAL RESISTANT CAP.	MOUNT 18" ABOVE FINISH GRADE OR AS DIRECTED BY ARCHITECT. VERIFY WITH ARCHITECT PRIOR TO INSTALLATION. VERIFY WALL DEPTH PRIOR TO ORDERING.	3/4"	---	---	---
CD	CANOPY DRAIN	ZURN	Z185	6" CORNICE DRAIN, 3" THREADED 90° OUTLET	INSTALL PER DETAIL AND MANUFACTURER'S INSTRUCTIONS. PROVIDE EXACT FIXTURE OR APPROVED EQUIVALENT.	---	---	---	---
WCO	WALL CLEANOUT	SIYOUX CHIEF	873 SERIES	CAST IRON CLEAN FERRULE WITH BRASS PLUG AND ROUND 20 GAUGE STAINLESS STEEL COVER PLATE WITH CENTER SECURING SCREW.	REFER TO PLAN FOR SIZES	---	---	---	---
DN	DOWNSPOUT NOZZLE	ARKMANN	PDN-3	PVC DOWNSPOUT NOZZLE, 3" HUB, ANODIZED BRONZE FINISH	INSTALL PER DETAIL AND MANUFACTURER'S INSTRUCTIONS.	---	---	---	---
WHY	WALL HYDRANT	ZURN	1310	QUARTER TURN NON-FREEZE WALL HYDRANT WITH 3/4" EXPOSED HOSE CONNECTION, AND INTEGRAL VACCUM BREAKER.	MOUNT 18" ABOVE FINISH GRADE OR AS DIRECTED BY ARCHITECT. VERIFY WITH ARCHITECT PRIOR TO INSTALLATION. VERIFY WALL DEPTH PRIOR TO ORDERING.	3/4"	---	---	---

NOTES:
 1. PROVIDE EXACT FIXTURES, SUBSTITUTIONS NOT ALLOWED EXCEPT WHERE NOTED ON INDIVIDUAL FIXTURE
 2. ALL PLUMBING FIXTURES SHALL BE INSTALLED IN STRICT ACCORDANCE WITH MANUFACTURER'S WRITTEN INSTALLATION INSTRUCTIONS.



ABBREVIATIONS:	
AF/AFG	ABOVE FINISHED FLOOR/GRADE
BFP	BACKFLOW PREVENTER
CO	CLEANOUT
FFCO/FGCO	FLOOSH FLOOR/GRADE CLEANOUT
FSEC	FLOOD SERVICE EQUIPMENT CONTRACTOR
IW	INDIRECT WASTE
PC	PLUMBING CONTRACTOR
RI	ROUGH-IN
TRP	TYPICAL
UNO	UNLESS NOTED OTHERWISE
VTB	VENT THRU ROOF
WCO	WALL CLEANOUT
(E)	EXISTING
(N)	NEW
WHA	WATER HAMMER ARRESTOR

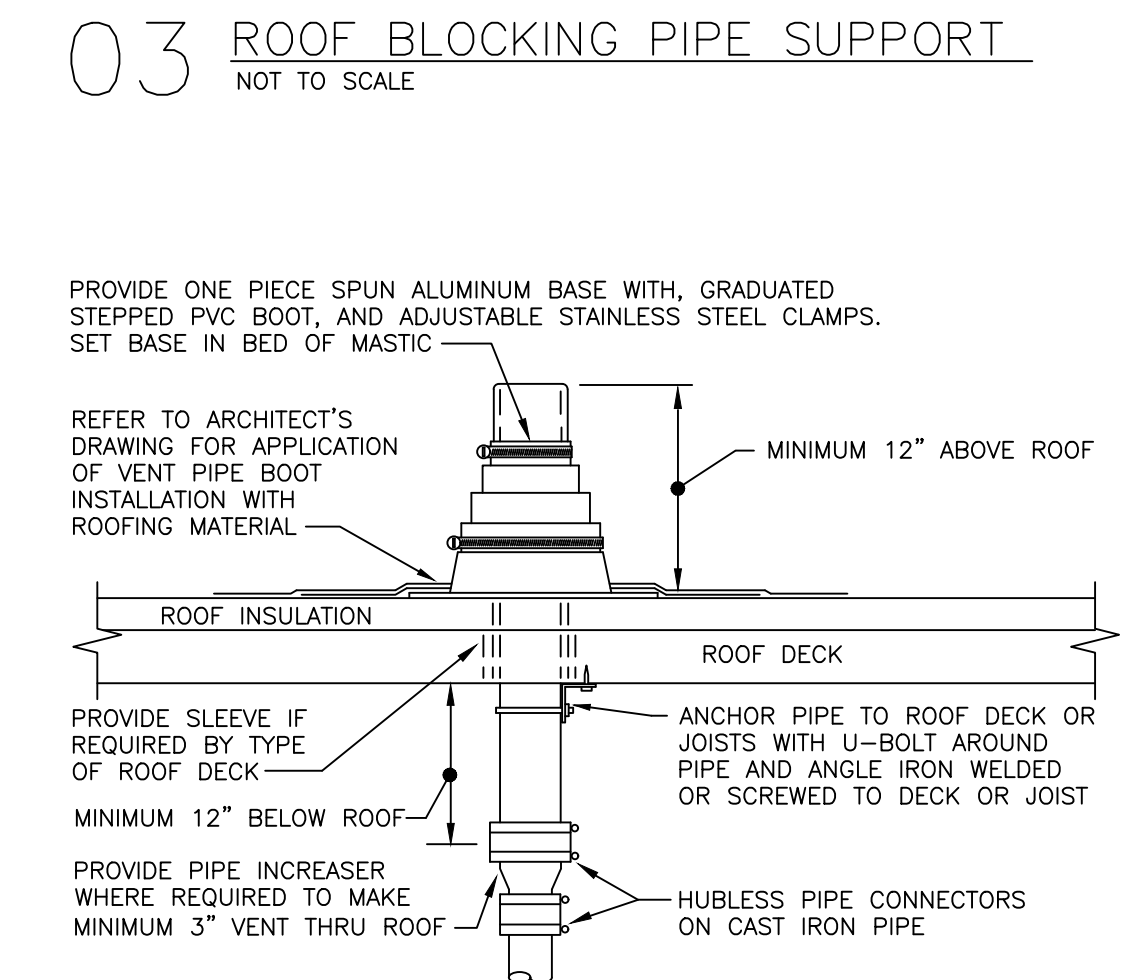
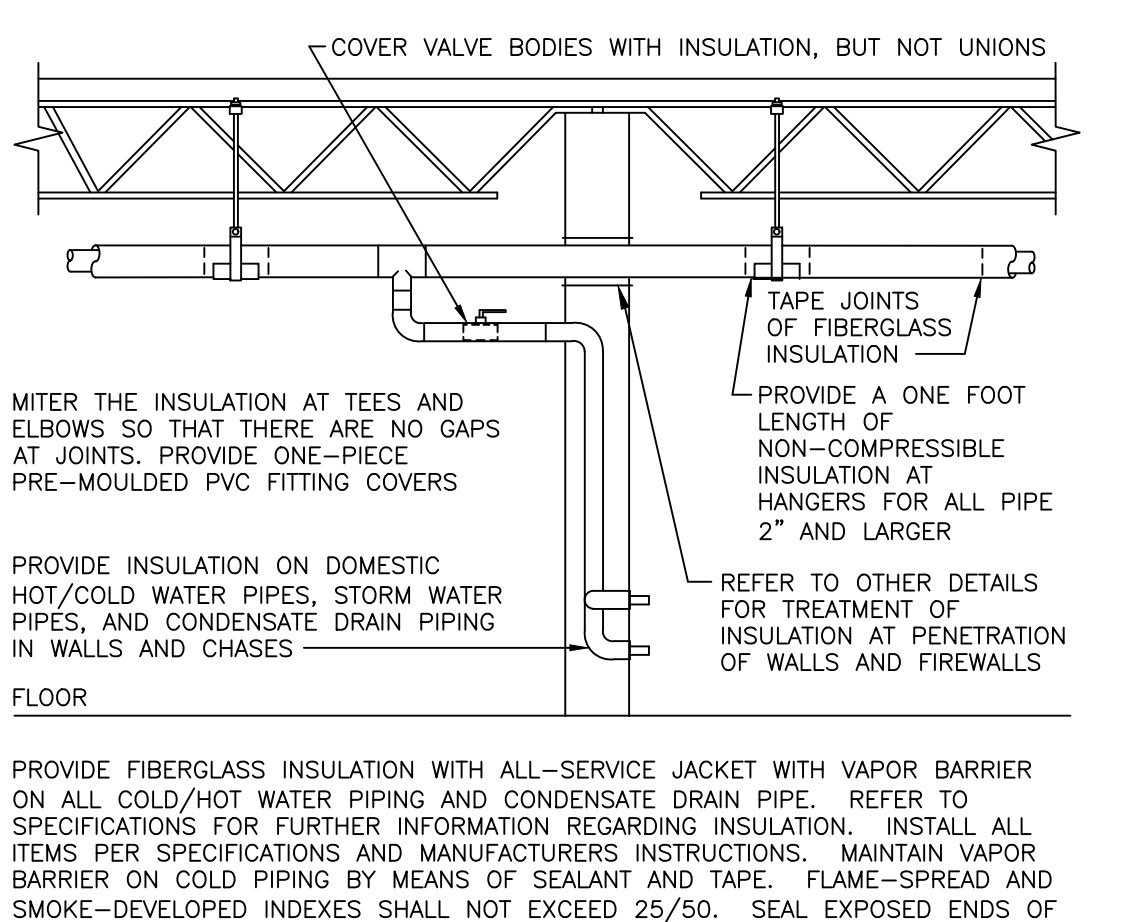
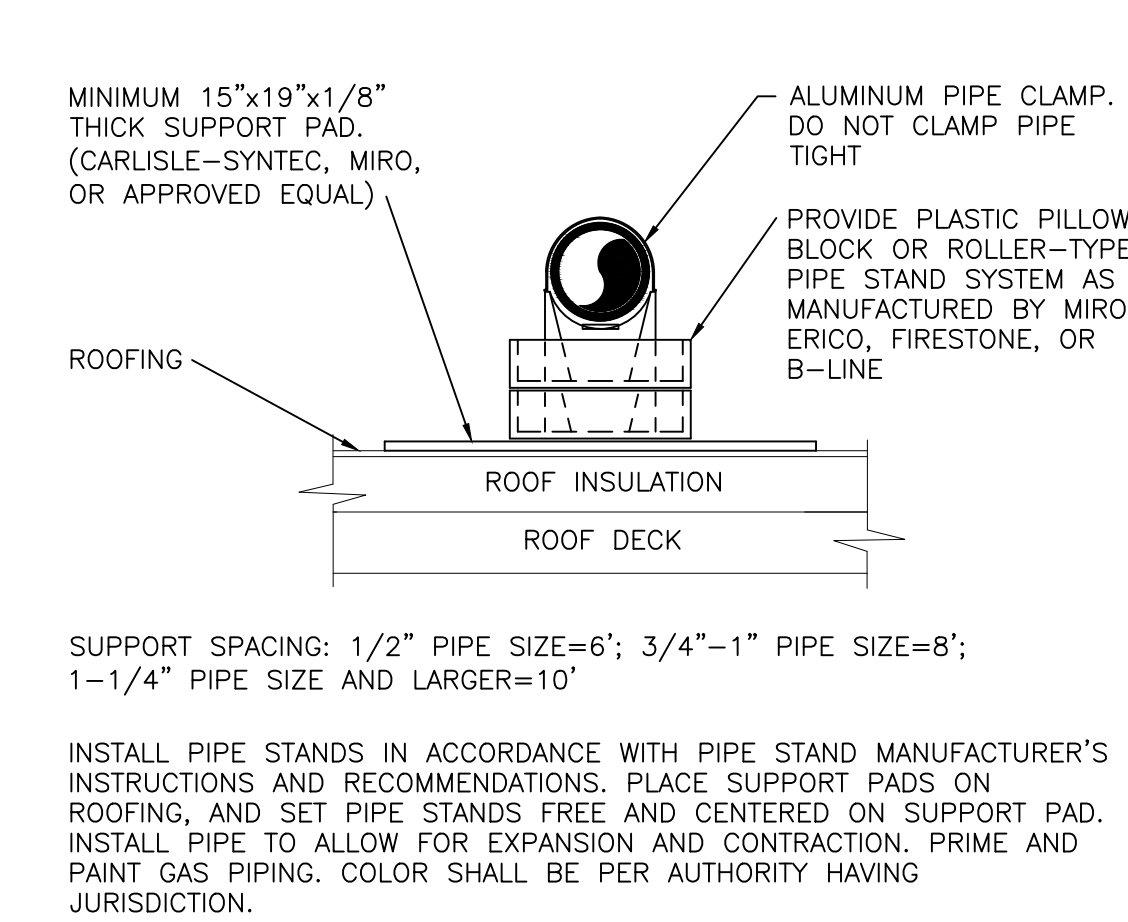
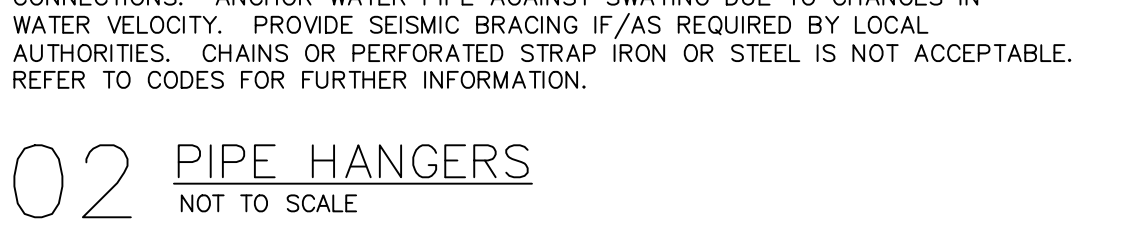
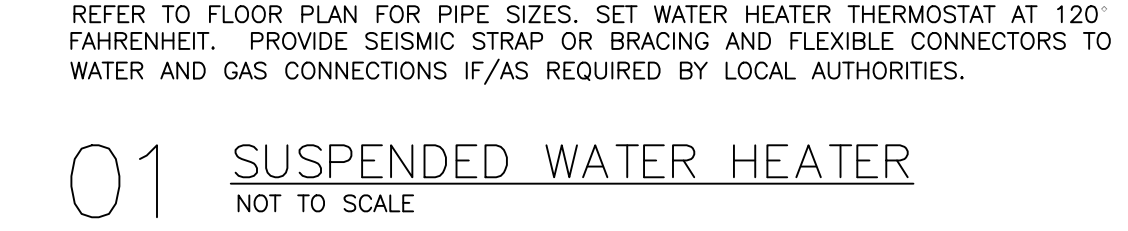
LINES/TYPES:	
---	EXISTING PLUMBING LINE - SEE DRAWING
---	COLD WATER (CW)
---	COLD WATER (CW) - BELOW SLAB/GRADE
F	FIRE PROTECTION (F) (SPRINKLER/STANDPIPE)
---	HOT WATER (HW)
---	HOT WATER RETURN
G	2 PSI GAS LINE (G)
D	CONDENSATE LINE (D)
OD	OVERFLOW CONDENSATE LINE (OD)
---	PLUMBING VENT (V)
---	PLUMBING VENT (V) - BELOW SLAB/GRADE
---	SANITARY WASTE (SAN) - BELOW SLAB/GRADE

GENERAL REFERENCES/NOTATIONS:	
☷	CONNECT TO EXISTING
#	PLAN NOTE DESIGNATION
☷	EQUIPMENT DESIGNATION
☷	FIRE PROTECTION NOTE DESIGNATION
☷	REVISION DESIGNATION
☷	HVAC EQUIPMENT DESIGNATION

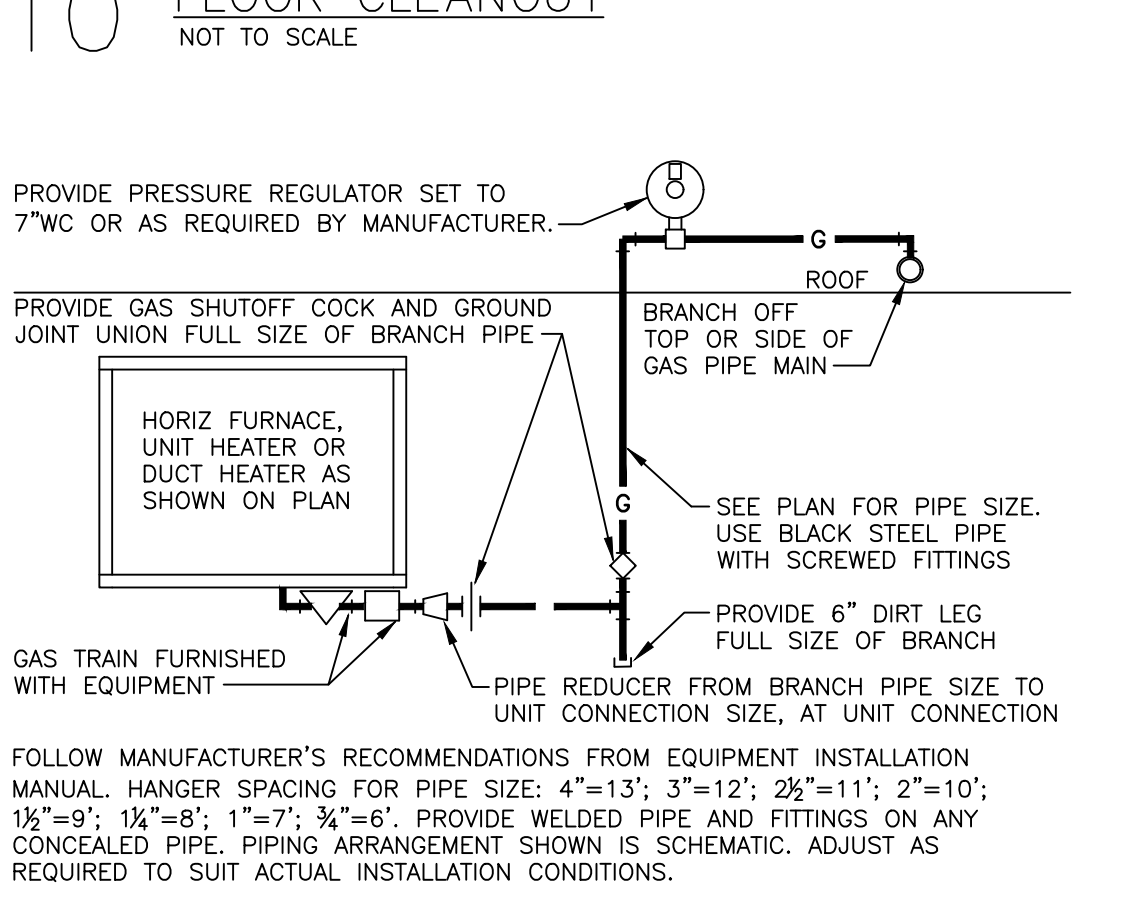
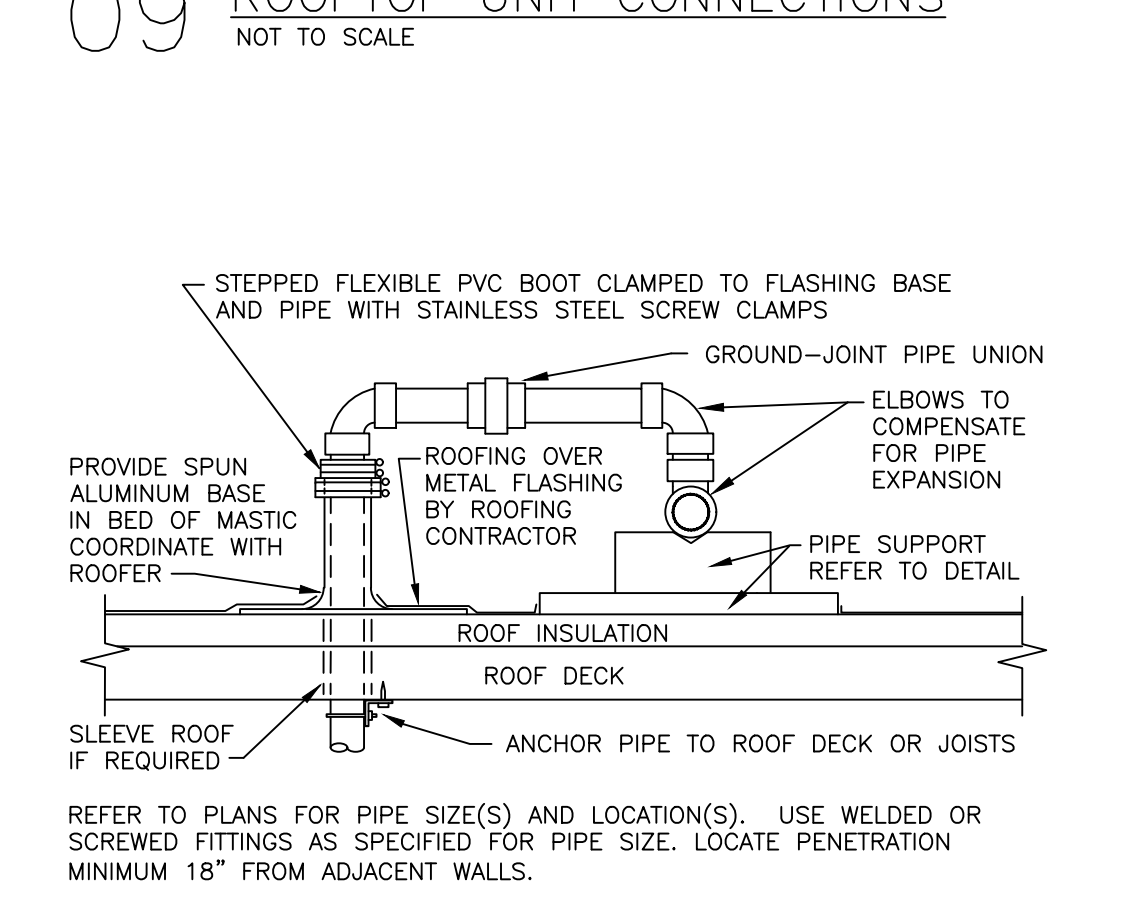
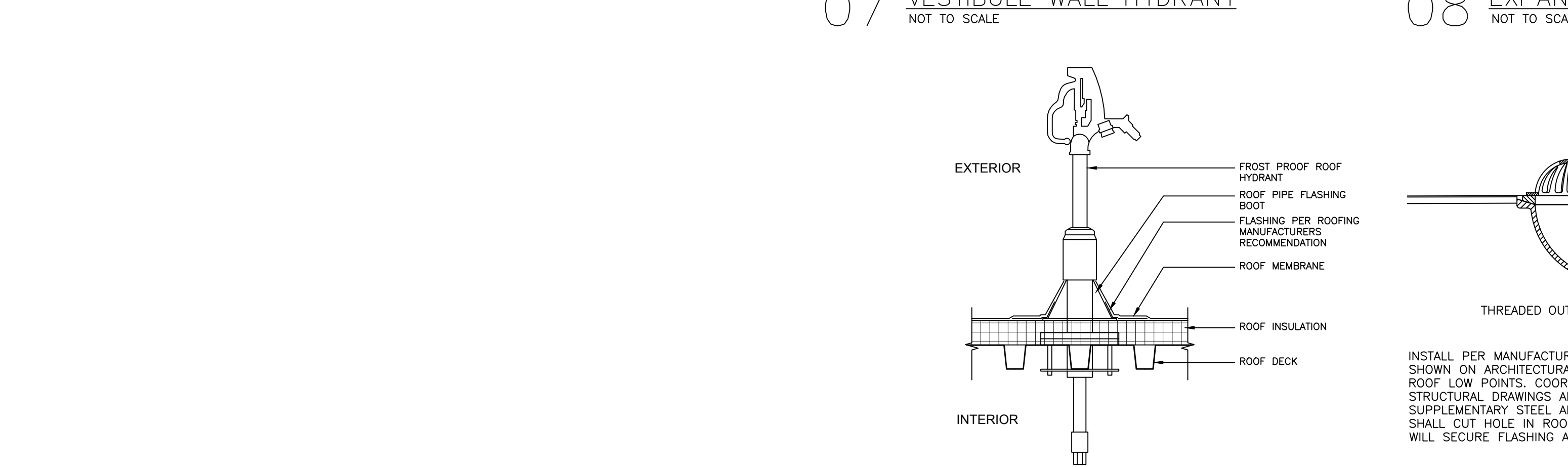
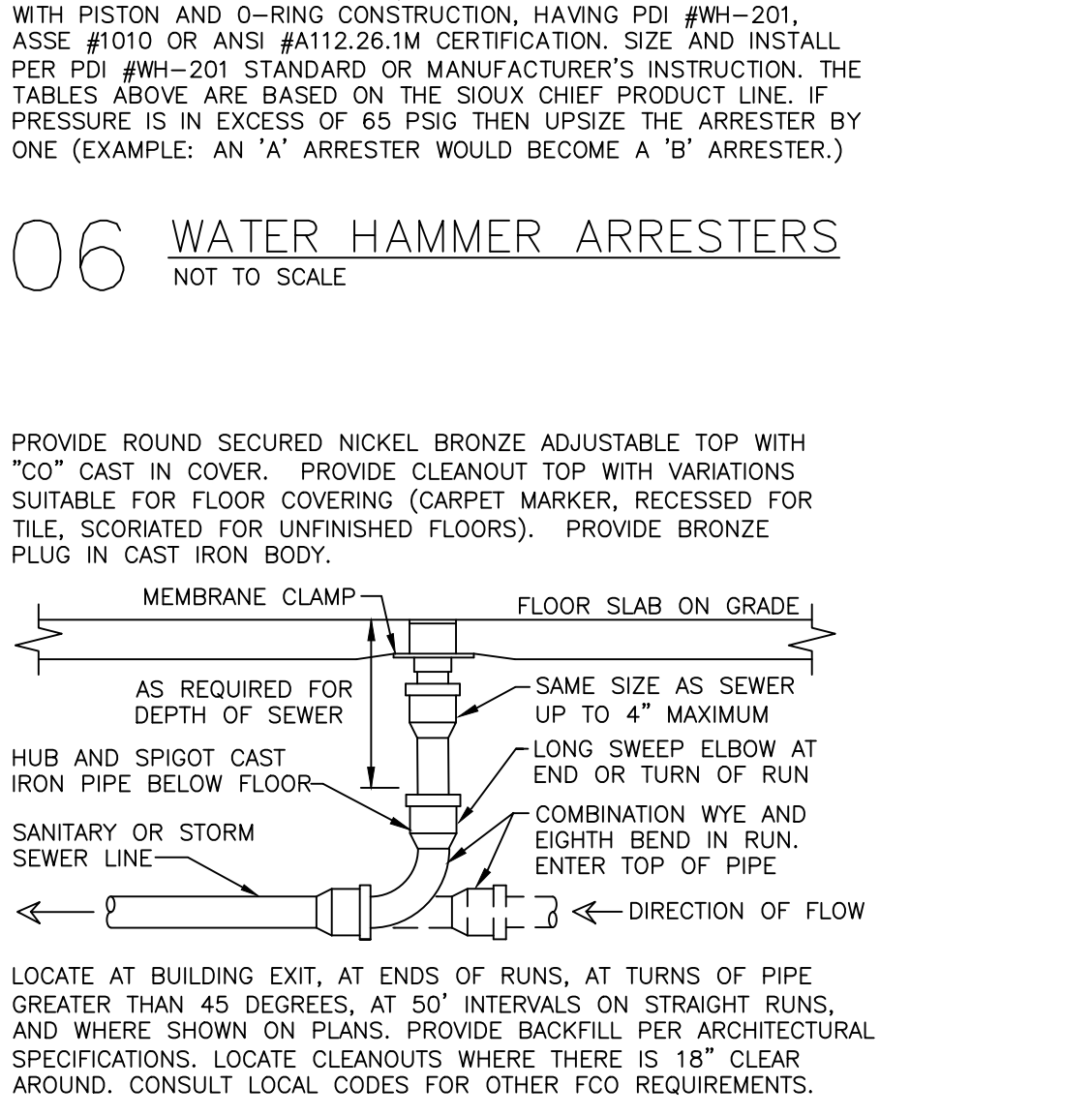
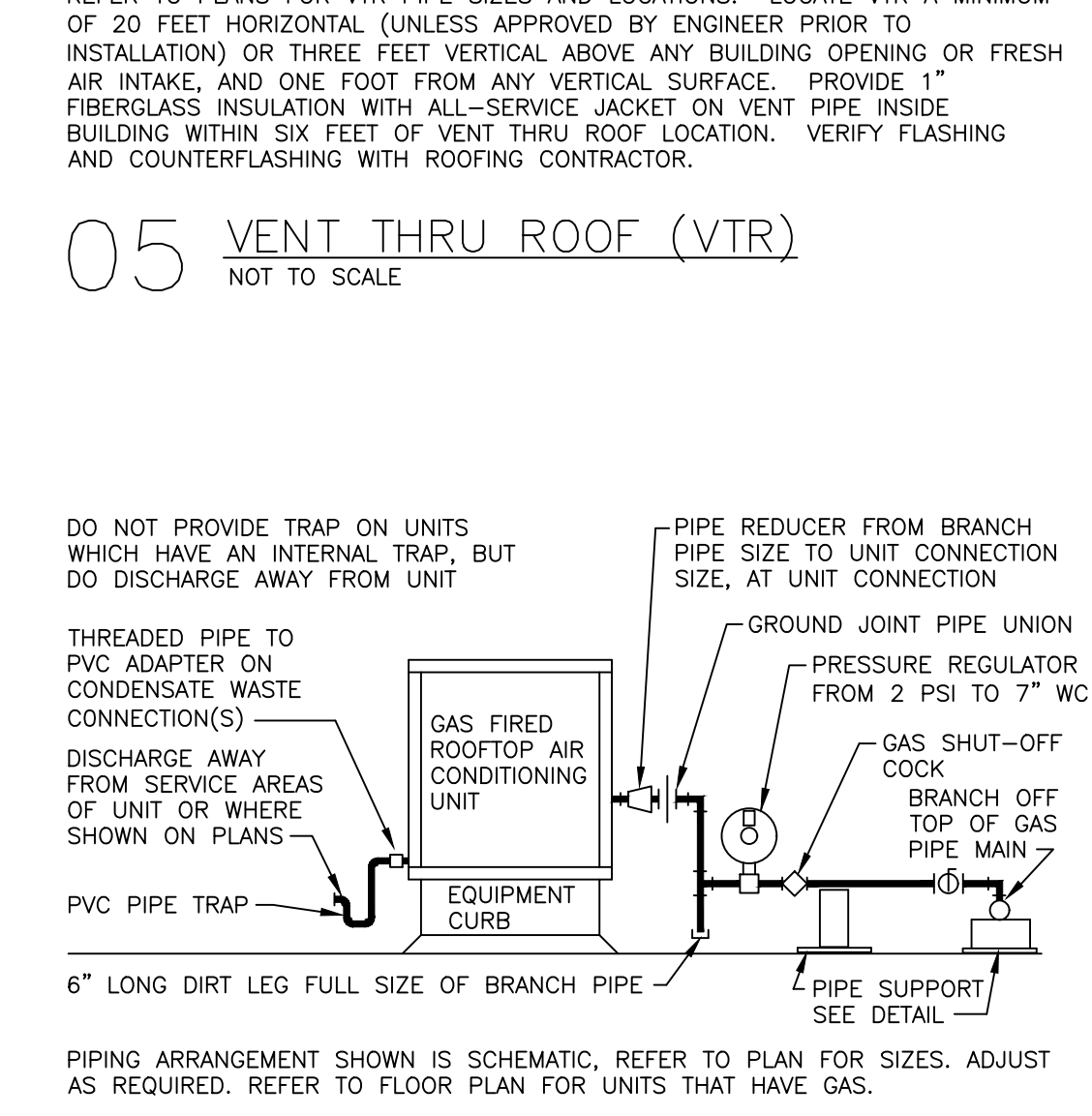
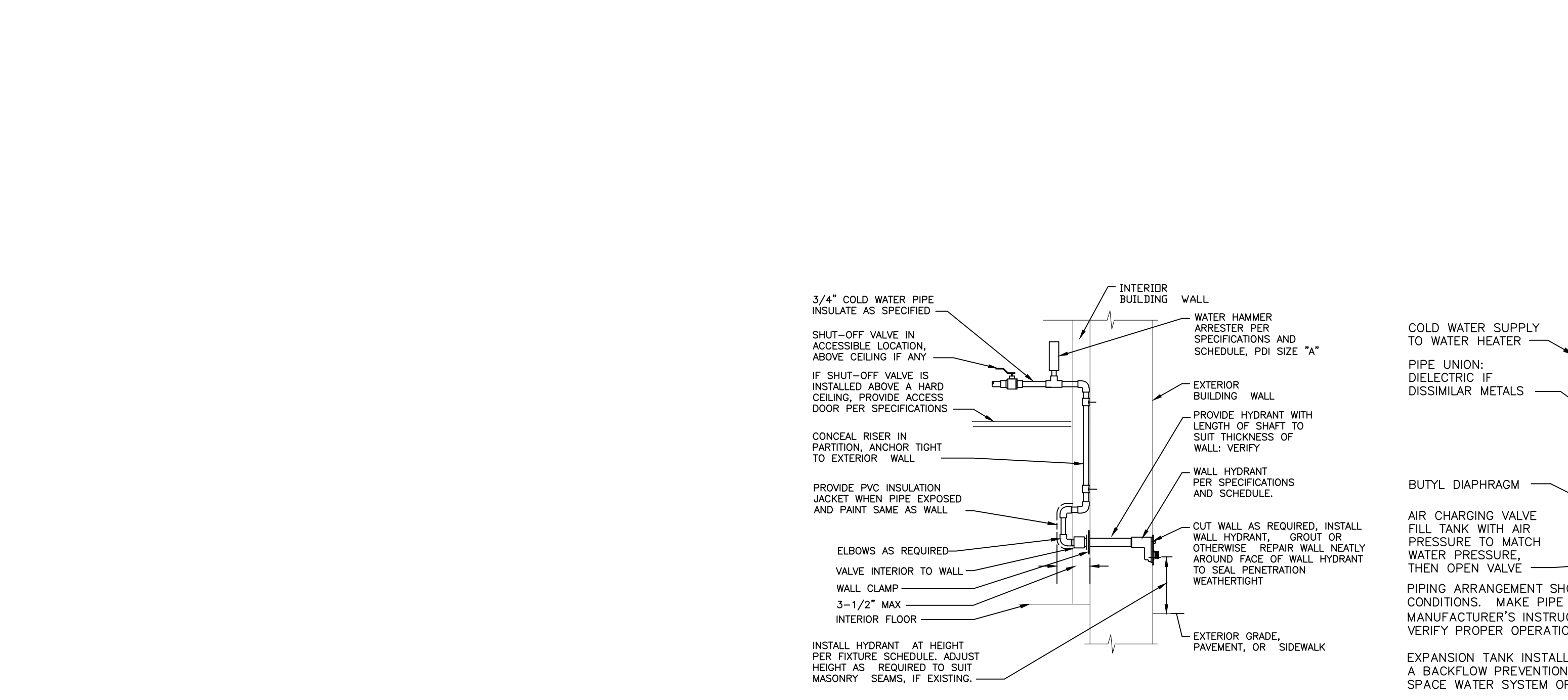
PIPE SYMBOLS:	
---	PIPE TURNING UP/DOWN
---	TEE TURNING UP/DOWN
---	SHUTOFF VALVE (BALL TYPE)
---	CHECK VALVE
---	BALANCING VALVE
---	GAS REGULATOR
---	END CAP

SYMBOLS LEGEND NOTES:	
REFER TO SPECIFICATIONS AND PLAN NOTES FOR DETAILED DESCRIPTION OF ALL DEVICES SHOWN IN THIS SCHEDULE, PROVIDED BY THIS CONTRACTOR.	

PLUMBING EQUIPMENT SCHEDULE								
MARK	TYPE	MANUF.	MODEL NO.	VOLTAGE	WATTS	DESCRIPTION	TRIM AND REMARKS	
							EWH-1	WATER HEATER
RCP	CIRCULATION PUMP	GRUNDFOS	ALPHA 15-55 SF/LC	120 V	45 W	PUMP EQUIPPED WITH CAST IRON HOUSING, COMPOSITE PES IMPELLER, LINE CORD AND A CAPACITY FLOW RATE OF 2.41 GPM AT 7.25' OF HEAD.	INSTALL NEAR WATER HEATER PER DETAIL AND MANUFACTURER'S INSTRUCTIONS.	



PDI FIXTURE SIZE	FIXTURE UNIT LOAD	FIXTURE UNIT TABULATION		
		FIXTURE	COLD	HOT
AA	1-3	VALVE WATER CLOSET	10	--
A	4-11	URNAL	5	--
B	12-32	LAVATORY	1.5	1.5
C	33-60	SINK	2	2
D	61-113	MOP BASIN	3	3
E	114-154	DRINKING FOUNTAIN	0.5	--



CORE STATES
 GROUP
 CONCRETE, INC.
 9 Glenview Street
 Waltham, MA 02457
 (617) 852-8800
 WWW.CORESTATES.COM

ARLINGTON HEIGHTS, IL

at home
 The Home Décor Superstore
 750 E. RAND ROAD

DRAWING ISSUES:
 80% Set,
 NOT FOR
 CONSTRUCTION

JOB NO: AHG.33607

PLUMBING DETAILS & SCHEDULES

P3.0

AH2G - AHP #18-26

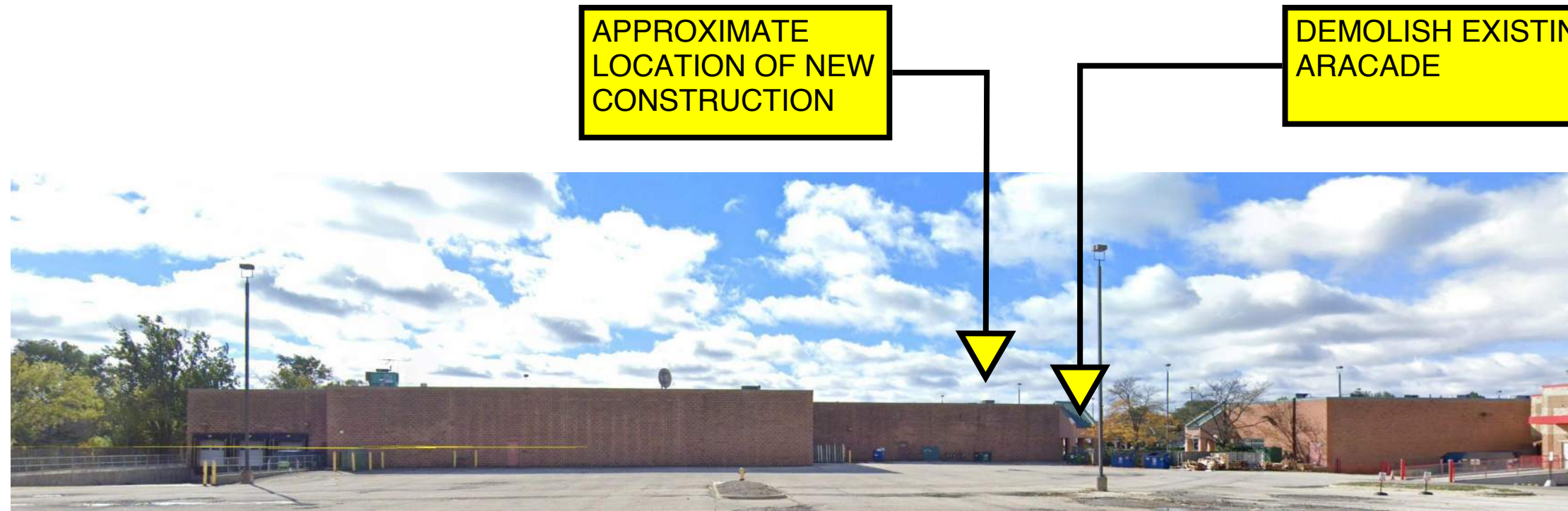
EXHIBIT B-3

BUILDING MATERIALS PLAN

FINISH SCHEDULE		
A1	STOREFRONT	ANOD. ALUM. FINISH
A2	BRAKE METAL TRIM	ANOD. ALUM. FINISH
A3	METAL COPING	SHASTA WHITE BY BERRIDGE
E1	EIFS W/ SAND FINISH	AT HOME DARK GRAY
E2	EIFS W/ SAND FINISH	AT HOME JENINSON GRAY
E3	EIFS W/ SAND FINISH	AT HOME GREEK VILLA
G1	GLAZING	LOW-E VISION GLASS
P1	PAINT	AT HOME DARK GRAY
P2	PAINT	AT HOME JENINSON GRAY
P3	PAINT	AT HOME GREEK VILLA
R1	METAL ROOFING	ZINC GREY BY BERRIDGE
R2	METAL ROOFING	SHASTA WHITE BY BERRIDGE

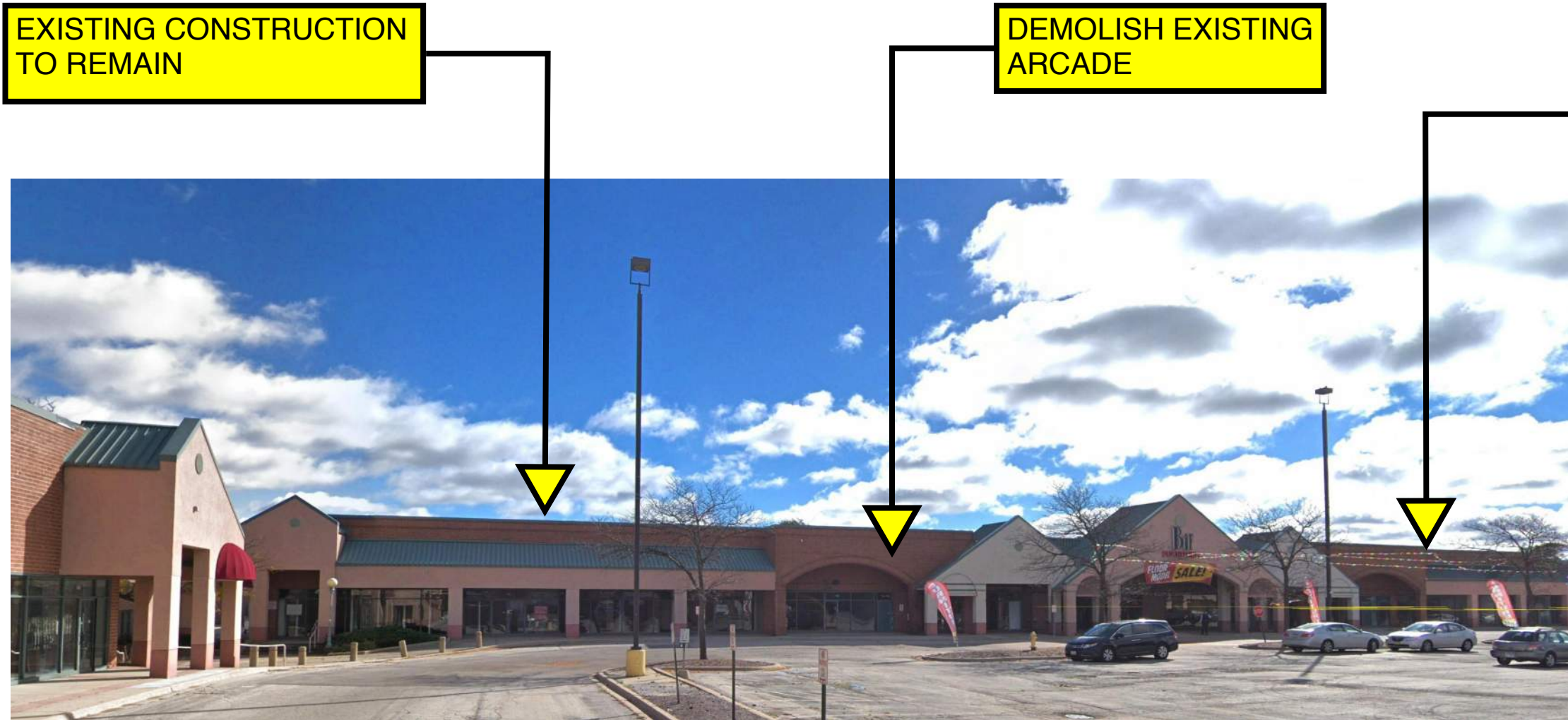


NEW CONSTRUCTION BEYOND



APPROXIMATE LOCATION OF NEW CONSTRUCTION

DEMOLISH EXISTING ARCADE



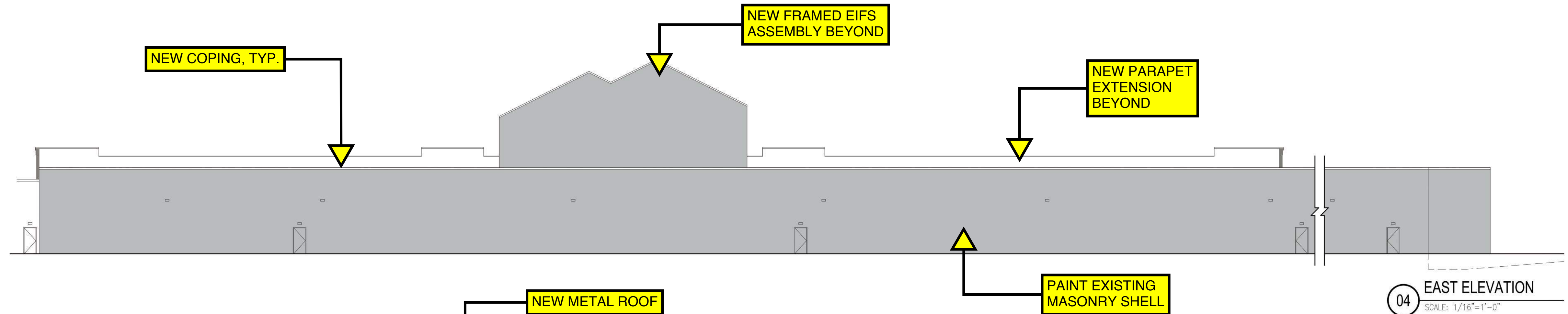
EXISTING CONSTRUCTION TO REMAIN

DEMOLISH EXISTING ARCADE

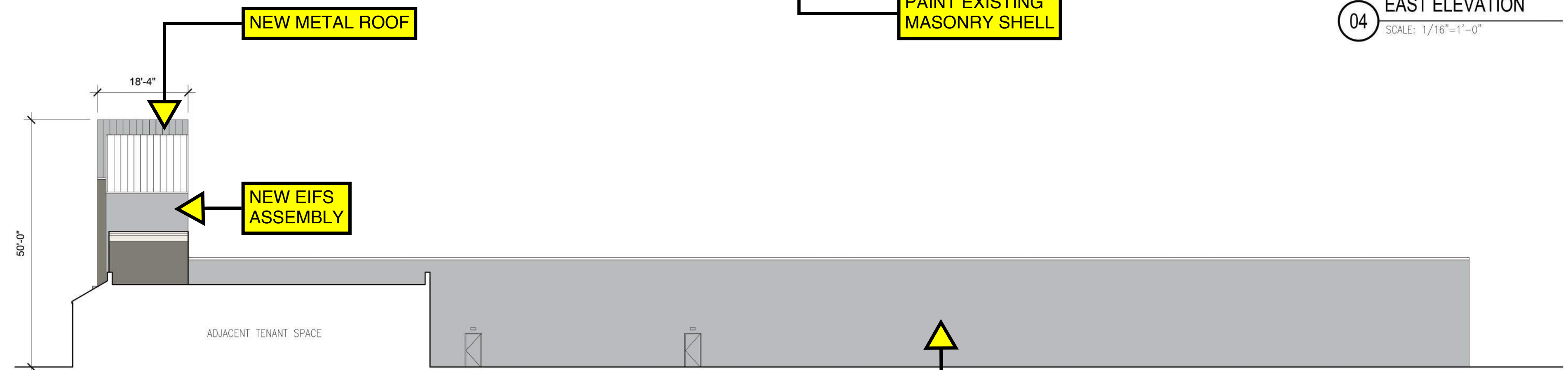
LIMITS OF NEW CONSTRUCTION

STORE NUMBER: #357
CSG NUMBER: AHG: 33607

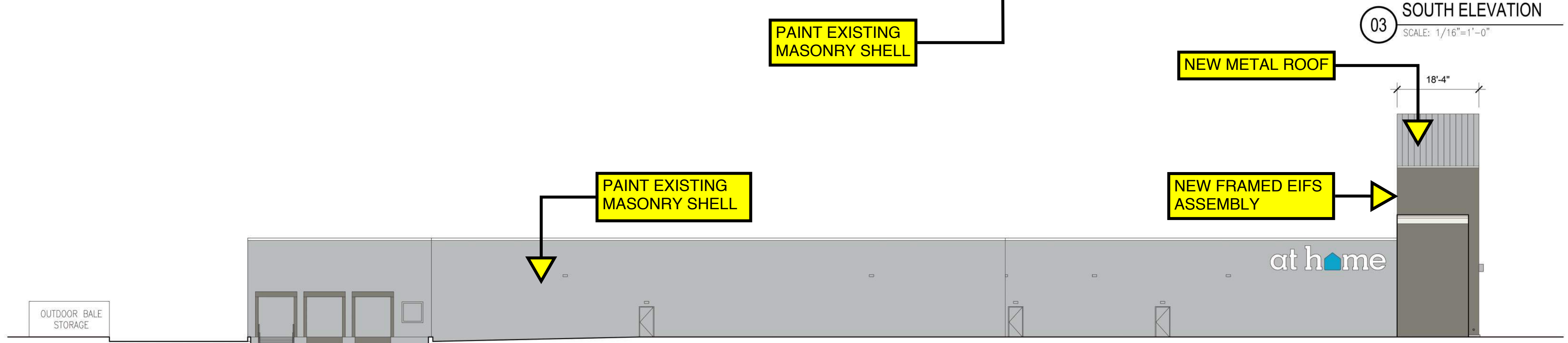
AT HOME
750 East Rand Rd.
Arlington Heights, Illinois, 60004



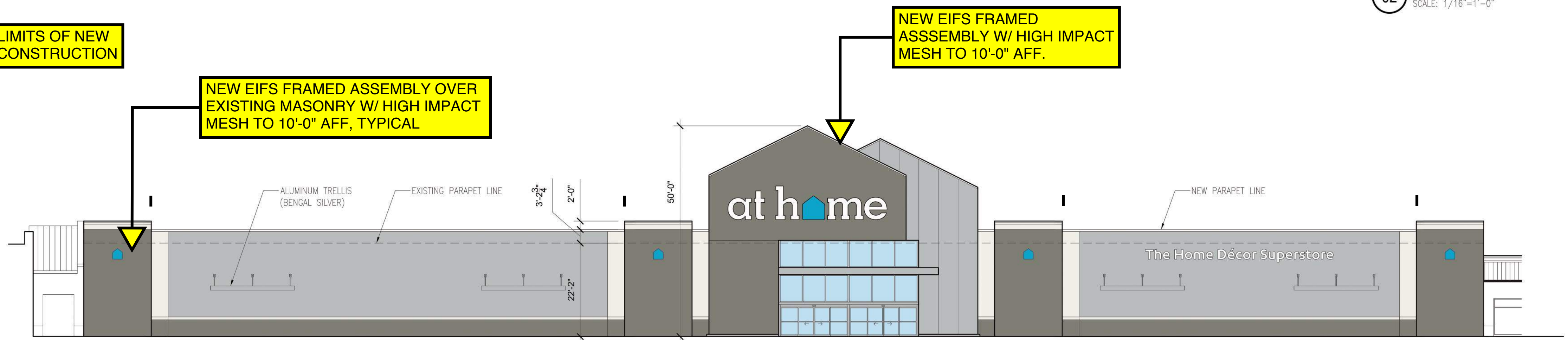
04 EAST ELEVATION
SCALE: 1/16"=1'-0"



03 SOUTH ELEVATION
SCALE: 1/16"=1'-0"



02 NORTH ELEVATION
SCALE: 1/16"=1'-0"



01 WEST ELEVATION
SCALE: 1/16"=1'-0"



REV	DESCRIPTION	DATE
	DESIGN COMMISSION SUBMITTAL	02.22.22
	INITIAL REVIEW COMMENTS	03.28.22



At Home: Digital Material Board

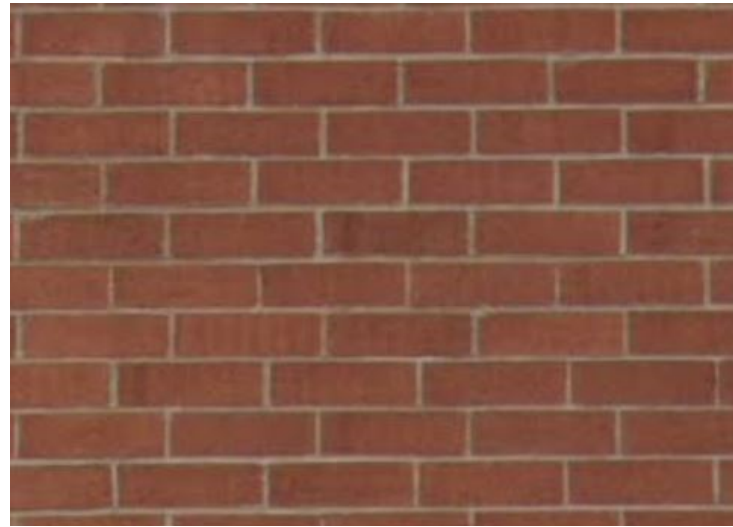
MATERIALS NOT SHOWN BUT PROVIDED BY LANDLORD

- HVAC: BY LANDLORD
- Roof: BY LANDLORD
- LIGHTING: AS REQUIRED

STOREFRONT:



BRICK EXISTING TO REMAIN



At Home Jenison Gray
EFIS sample



At Home Greek Villa
EFIS sample



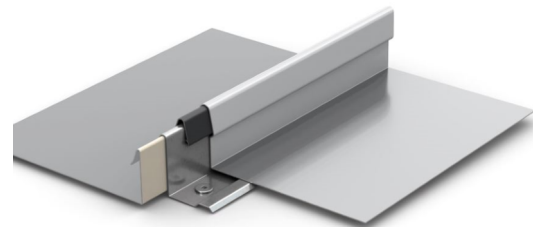
At Home Dark Grey
EFIS sample



STANDING SEAM METAL ROOFING :
SHASTA WHITE



STANDING SEAM METAL ROOFING :
ZINC GRAY



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AT HOME
750 E. RAND ROAD
ARLINGTON HEIGHTS, IL 60004

STORE NUMBER: 357
CSG NUMBER: AHG.30911

02.22.2022

REV	DESCRIPTION	BY	DATE
	DIGITAL MATERIAL BOARD		02.22.22

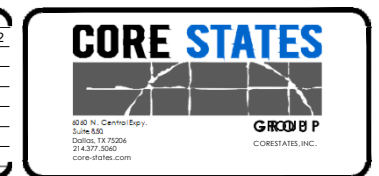
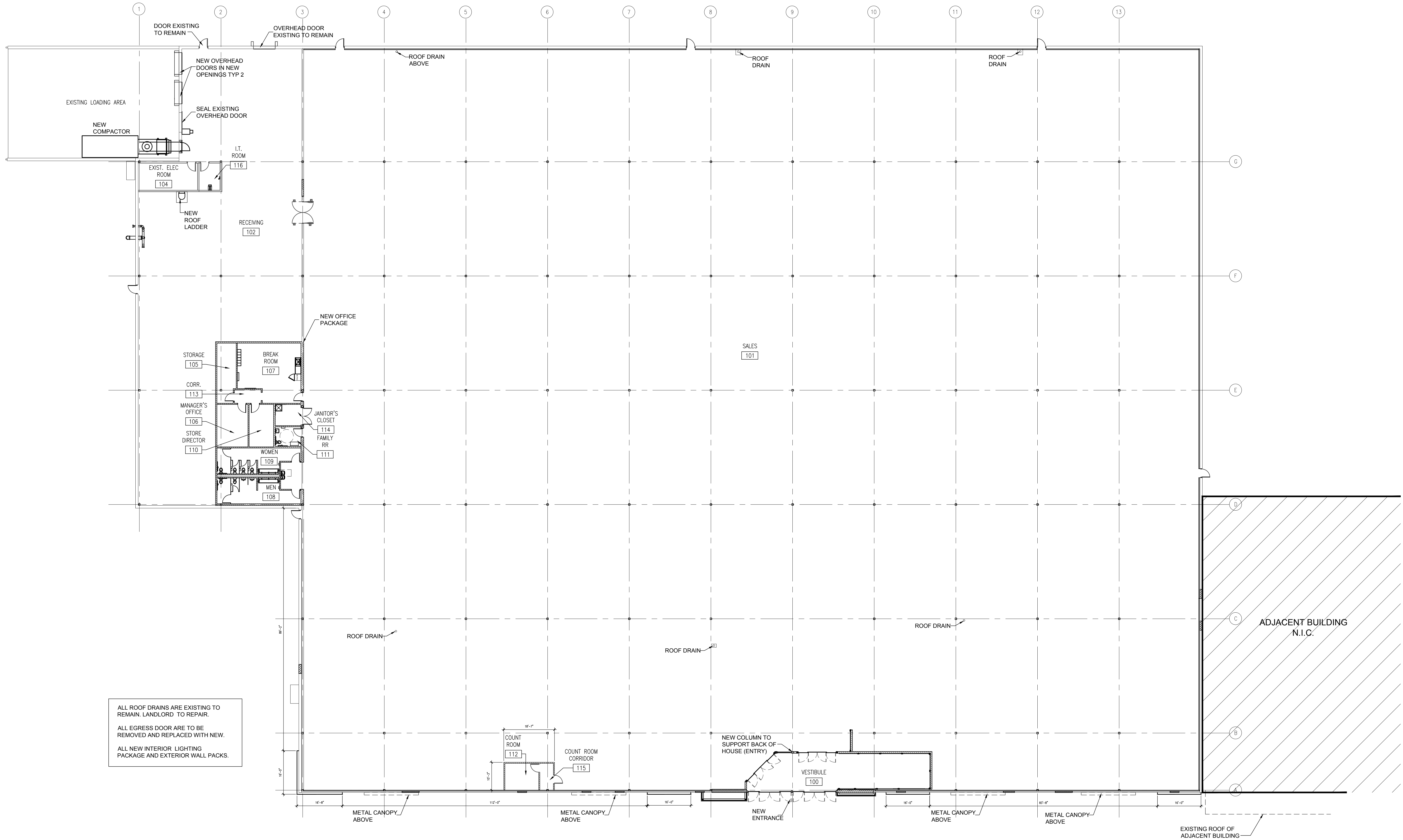


EXHIBIT B-4
FLOOR PLANS



ALL ROOF DRAINS ARE EXISTING TO REMAIN. LANDLORD TO REPAIR.
 ALL EGRESS DOOR ARE TO BE REMOVED AND REPLACED WITH NEW.
 ALL NEW INTERIOR LIGHTING PACKAGE AND EXTERIOR WALL PACKS.



AT HOME
 750 E. RAND ROAD
 ARLINGTON HEIGHTS, IL 60004

STORE NUMBER: 357
 CSG NUMBER: AHG.30911

02.22.2022

REV	DESCRIPTION	BY	DATE
	PROPOSED FLOOR PLAN		04.12.22

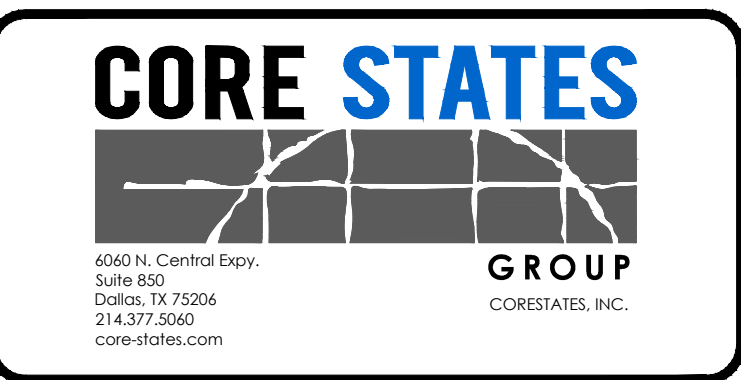
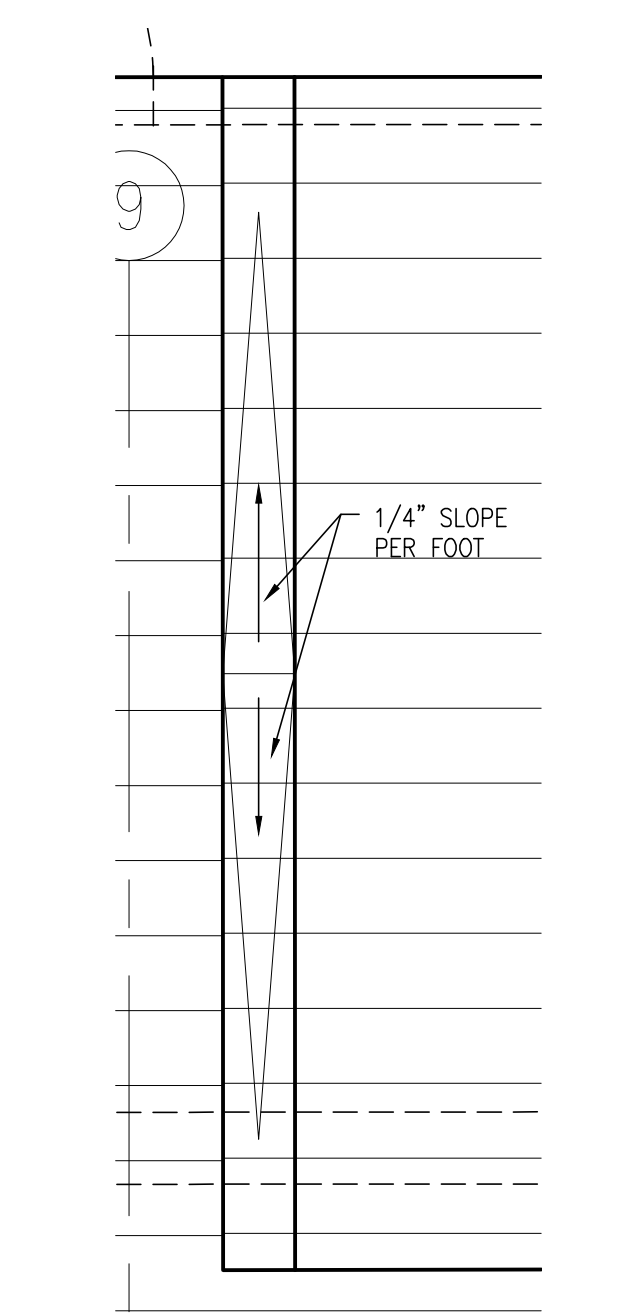
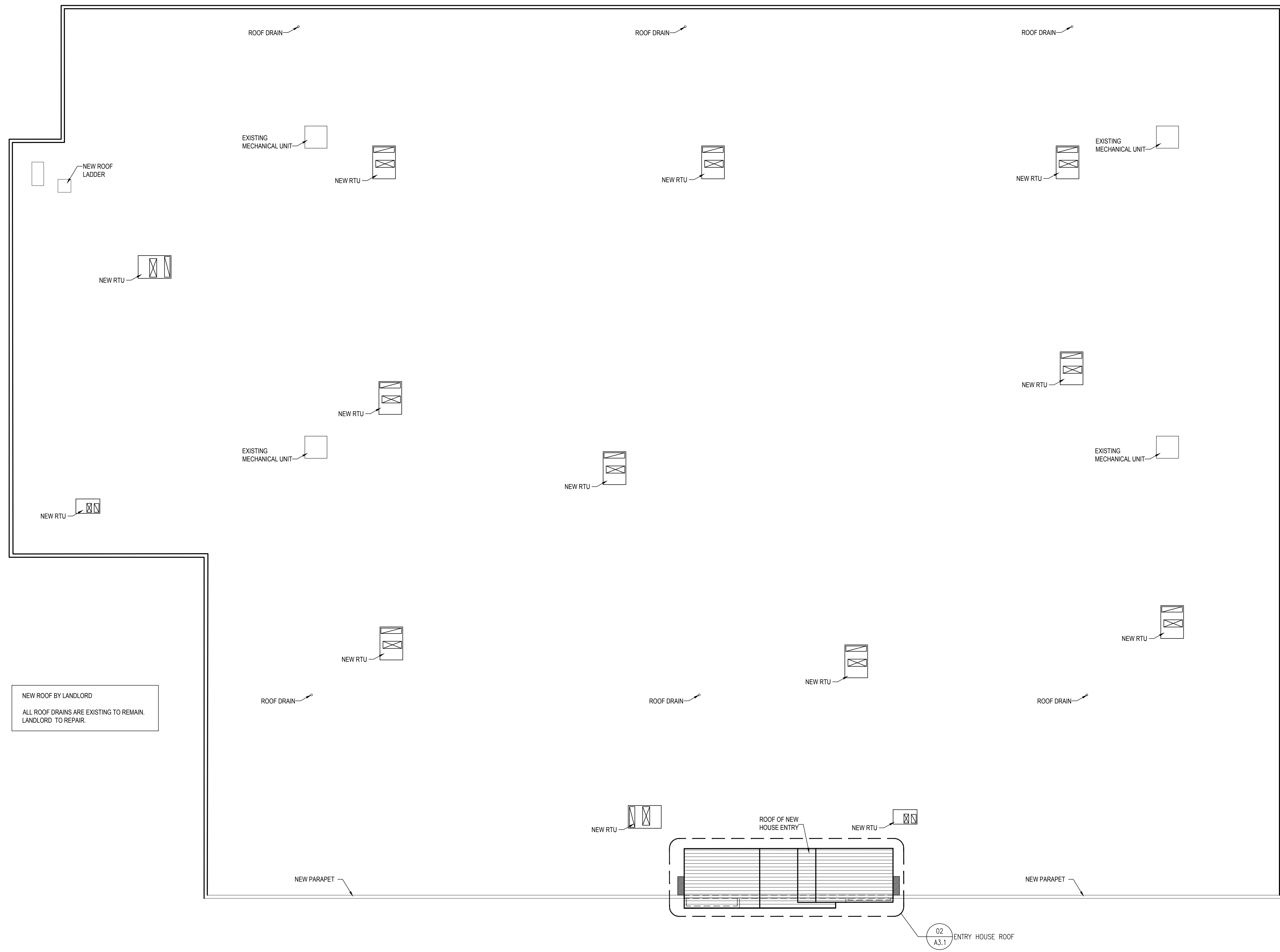
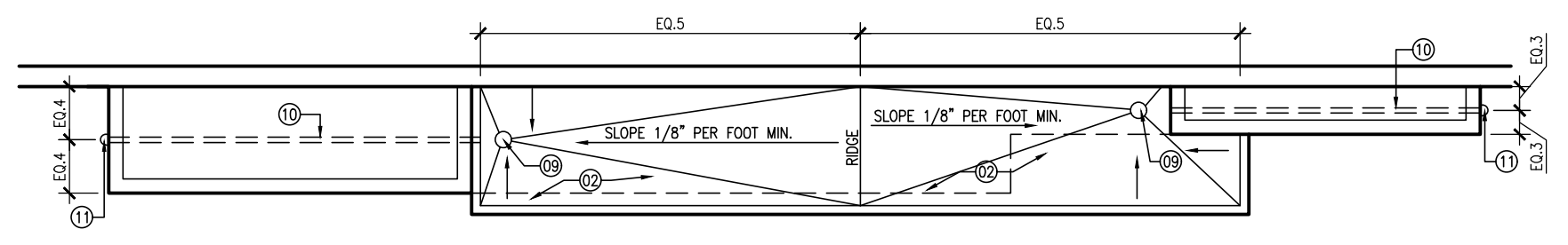


EXHIBIT B-5

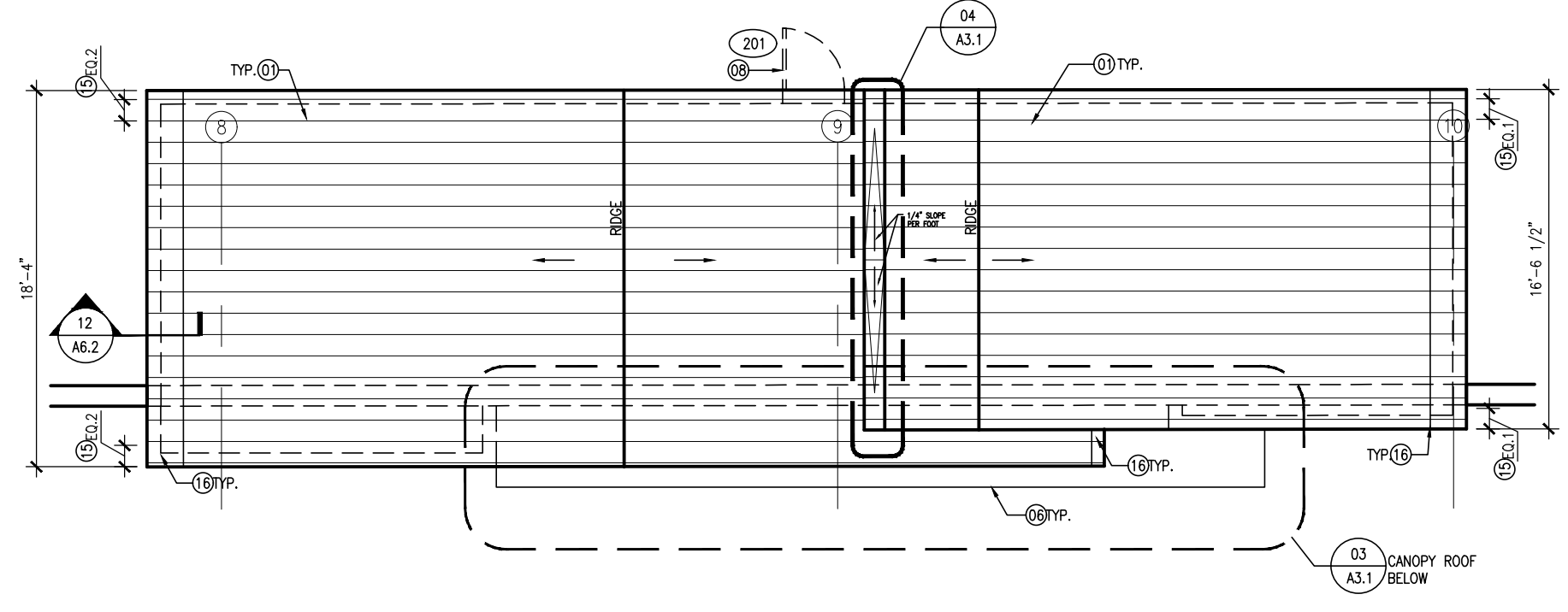
ROOF PLAN



04 ROOF VALLEY CRICKET
SCALE: 3/16"=1'-0"



03 ENTRY CANOPY ROOF PLAN
SCALE: 3/16"=1'-0"



02 ENTRY HOUSE METAL ROOF PLAN
SCALE: 3/16"=1'-0"



01 ROOF PLAN
SCALE: 1/16"=1'-0"



AT HOME
750 E. RAND ROAD
ARLINGTON HEIGHTS, IL 60004

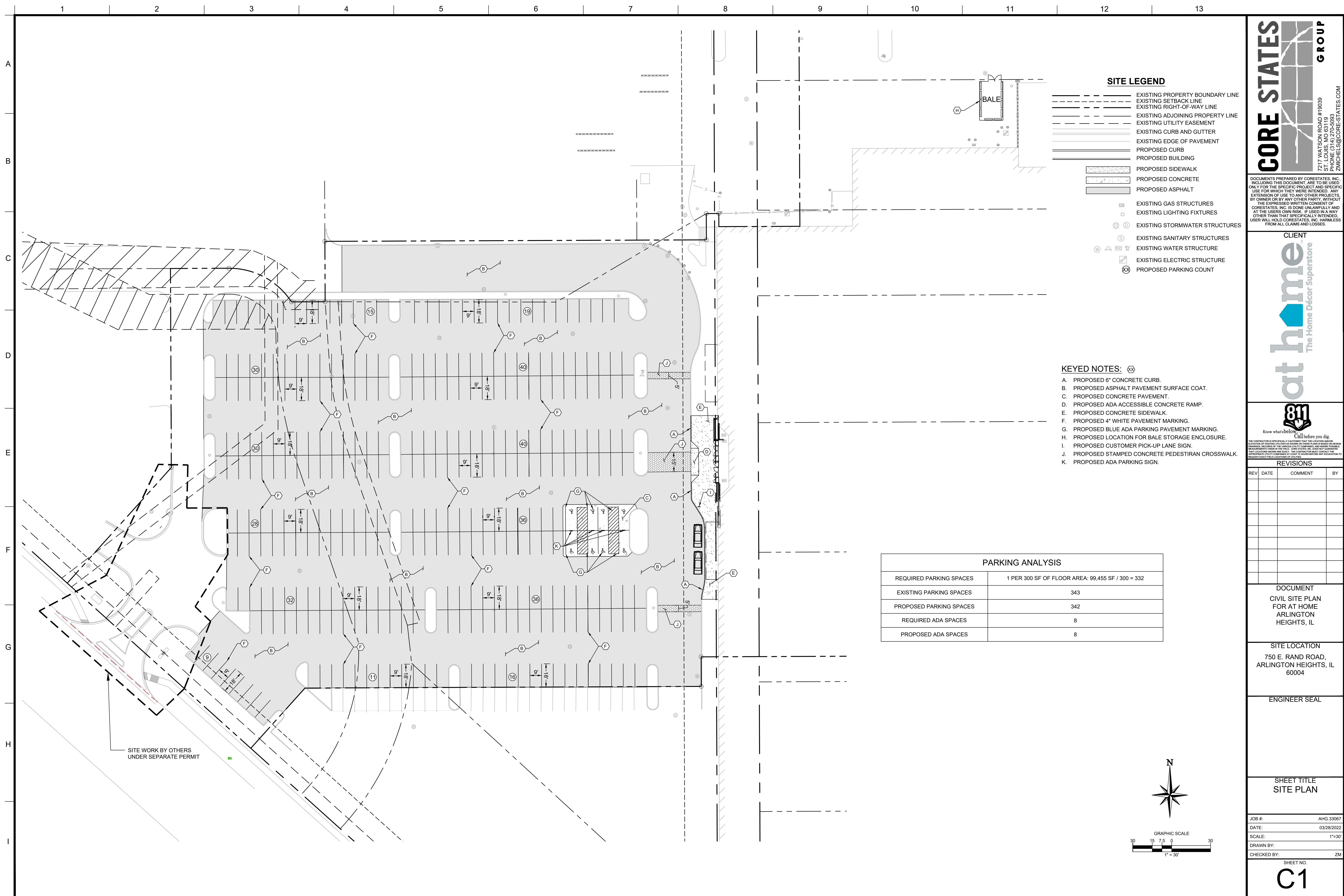
STORE NUMBER: 357
CSG NUMBER: AHG.30911

02.22.2022

REV	DESCRIPTION	BY	DATE
	ROOF PLAN		04.12.22



EXHIBIT B-6
PARKING LOT PLAN



- ### SITE LEGEND
- EXISTING PROPERTY BOUNDARY LINE
 - EXISTING SETBACK LINE
 - EXISTING RIGHT-OF-WAY LINE
 - EXISTING ADJOINING PROPERTY LINE
 - EXISTING UTILITY EASEMENT
 - EXISTING CURB AND GUTTER
 - EXISTING EDGE OF PAVEMENT
 - PROPOSED BUILDING
 - PROPOSED CURB
 - PROPOSED SIDEWALK
 - PROPOSED CONCRETE
 - PROPOSED ASPHALT
 - ⊠ EXISTING GAS STRUCTURES
 - ⊛ EXISTING LIGHTING FIXTURES
 - ⊕ EXISTING STORMWATER STRUCTURES
 - ⊙ EXISTING SANITARY STRUCTURES
 - ⊗ EXISTING WATER STRUCTURE
 - ⊚ EXISTING ELECTRIC STRUCTURE
 - ⊗ PROPOSED PARKING COUNT

- ### KEYED NOTES:
- A. PROPOSED 6" CONCRETE CURB.
 - B. PROPOSED ASPHALT PAVEMENT SURFACE COAT.
 - C. PROPOSED CONCRETE PAVEMENT.
 - D. PROPOSED ADA ACCESSIBLE CONCRETE RAMP.
 - E. PROPOSED CONCRETE SIDEWALK.
 - F. PROPOSED 4" WHITE PAVEMENT MARKING.
 - G. PROPOSED BLUE ADA PARKING PAVEMENT MARKING.
 - H. PROPOSED LOCATION FOR BALE STORAGE ENCLOSURE.
 - I. PROPOSED CUSTOMER PICK-UP LANE SIGN.
 - J. PROPOSED STAMPED CONCRETE PEDESTRIAN CROSSWALK.
 - K. PROPOSED ADA PARKING SIGN.

PARKING ANALYSIS	
REQUIRED PARKING SPACES	1 PER 300 SF OF FLOOR AREA: 99,455 SF / 300 = 332
EXISTING PARKING SPACES	343
PROPOSED PARKING SPACES	342
REQUIRED ADA SPACES	8
PROPOSED ADA SPACES	8

CORE STATES GROUP
 7217 WATSON ROAD #19039
 ST. LOUIS, MO 63119
 PHONE (314) 270-5093
 ZMICHEL@CORE-STATES.COM

DOCUMENTS PREPARED BY CORESTATES, INC. INCLUDING THIS DOCUMENT ARE TO BE USED ONLY FOR THE SPECIFIC PROJECT AND SPECIFIC USE FOR WHICH THEY WERE INTENDED. ANY EXTENSION OF USE TO ANY OTHER PROJECTS, BY OWNER OR BY ANY OTHER PARTY, WITHOUT THE EXPRESSED WRITTEN CONSENT OF CORESTATES, INC. IS DONE UNLAWFULLY AND AT THE USER'S OWN RISK. IT IS USED IN A WAY OTHER THAN THAT SPECIFICALLY INTENDED. USER WILL HOLD CORESTATES, INC. HARMLESS FROM ALL CLAIMS AND LOSSES.

CLIENT
at home
 The Home Décor Superstore

811
 Know what's below. Call before you dig.
THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND DEPTH OF EXISTING UTILITIES SHOWN ON THESE PLANS ARE BASED ON RECORD DRAWINGS, FIELD SURVEY AND/OR OTHER AVAILABLE INFORMATION. CORE STATES, INC. DOES NOT GUARANTEE THE LOCATION OR DEPTH OF UTILITIES. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF UTILITIES PRIOR TO ANY EXCAVATION OR OTHER FIELD WORK.

REVISIONS			
REV	DATE	COMMENT	BY

DOCUMENT
 CIVIL SITE PLAN
 FOR AT HOME
 ARLINGTON
 HEIGHTS, IL

SITE LOCATION
 750 E. RAND ROAD,
 ARLINGTON HEIGHTS, IL
 60004

ENGINEER SEAL

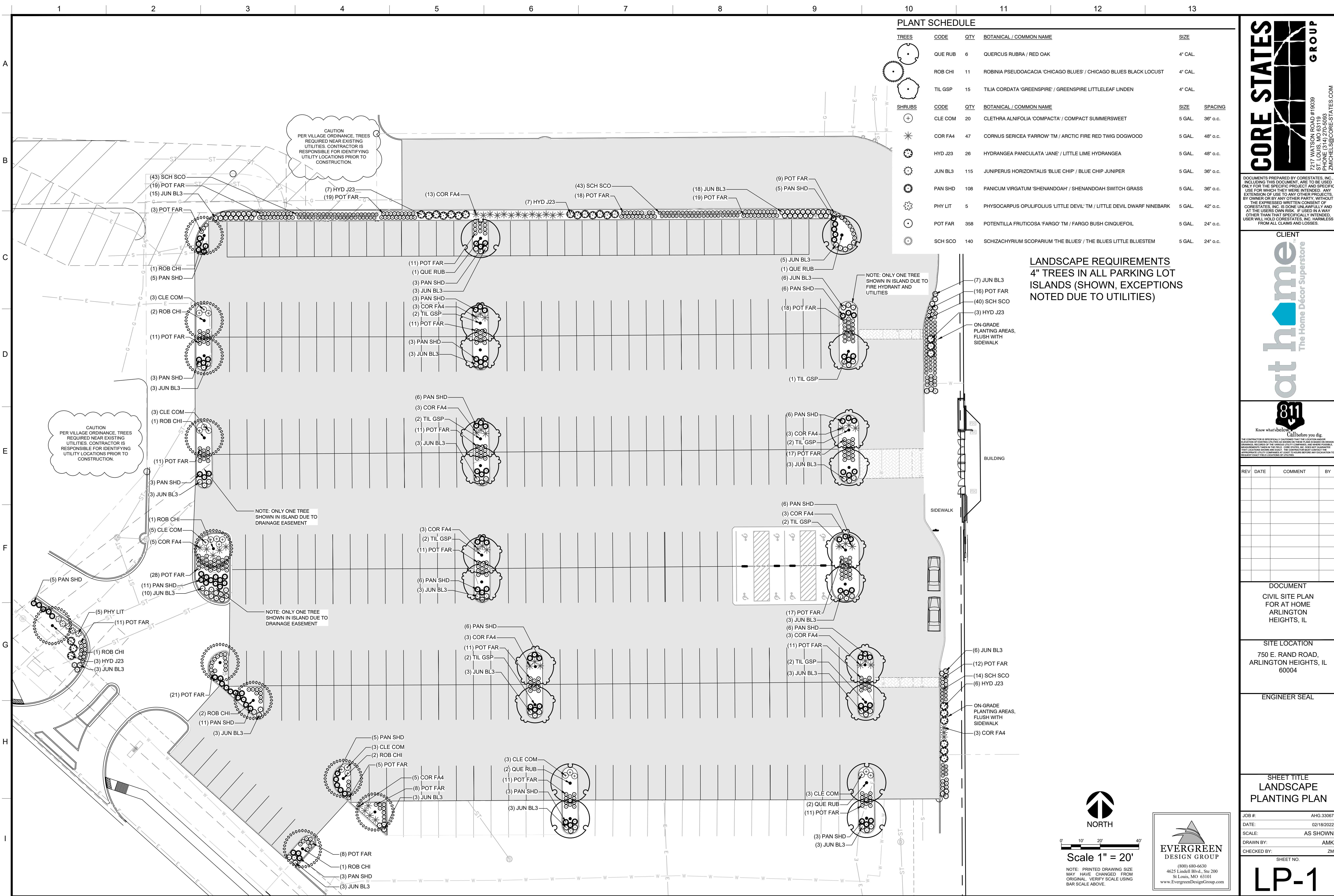
SHEET TITLE
 SITE PLAN

JOB #: AHG.33067
 DATE: 03/28/2022
 SCALE: 1"=30'
 DRAWN BY:
 CHECKED BY: ZM

SHEET NO.
C1

PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	
	QUE RUB	6	QUERCUS RUBRA / RED OAK	4" CAL.	
	ROB CHI	11	ROBINIA PSEUDOACACIA 'CHICAGO BLUES' / CHICAGO BLUES BLACK LOCUST	4" CAL.	
	TIL GSP	15	TILIA CORDATA 'GREENSPIRE' / GREENSPIRE LITTLELEAF LINDEN	4" CAL.	
SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	SPACING
	CLE COM	20	CLETHRA ALNIFOLIA 'COMPACTA' / COMPACT SUMMERSWEET	5 GAL.	36" o.c.
	COR FA4	47	CORNUS SERICEA 'FARROW' TM / ARCTIC FIRE RED TWIG DOGWOOD	5 GAL.	48" o.c.
	HYD J23	26	HYDRANGEA PANICULATA 'JANE' / LITTLE LIME HYDRANGEA	5 GAL.	48" o.c.
	JUN BL3	115	JUNIPERUS HORIZONTALIS 'BLUE CHIP' / BLUE CHIP JUNIPER	5 GAL.	36" o.c.
	PAN SHD	108	PANICUM VIRGATUM 'SHENANDOAH' / SHENANDOAH SWITCH GRASS	5 GAL.	36" o.c.
	PHY LIT	5	PHYSOCARPUS OPULOFOLIUS 'LITTLE DEVIL' TM / LITTLE DEVIL DWARF NINEBARK	5 GAL.	42" o.c.
	POT FAR	358	POTENTILLA FRUTICOSA 'FARGO' TM / FARGO BUSH CINQUEFOIL	5 GAL.	24" o.c.
	SCH SCO	140	SCHIZACHYRIUM SCOPARIUM 'THE BLUES' / THE BLUES LITTLE BLUESTEM	5 GAL.	24" o.c.



LANDSCAPE REQUIREMENTS
4" TREES IN ALL PARKING LOT ISLANDS (SHOWN, EXCEPTIONS NOTED DUE TO UTILITIES)

CORE STATES GROUP
7217 WATSON ROAD #18039
ST. LOUIS, MO 63119
PHONE (314) 270-5083
ZMICHEL@CORE-STATES.COM

DOCUMENTS PREPARED BY CORE STATES, INC. INCLUDING THIS DOCUMENT ARE TO BE USED ONLY FOR THE SPECIFIC PROJECT AND SPECIFIC USE FOR WHICH THEY WERE INTENDED. ANY EXTENSION OF USE TO ANY OTHER PROJECTS, BY OWNER OR BY ANY OTHER PARTY, WITHOUT THE EXPRESSED WRITTEN CONSENT OF CORE STATES, INC. IS DONE UNLAWFULLY AND AT THE USER'S OWN RISK. IT IS IN ANY WAY OTHER THAN THAT SPECIFICALLY INTENDED, USER WILL HOLD CORE STATES, INC. HARMLESS FROM ALL CLAIMS AND LOSSES.

CLIENT
at home
The Home Decor Superstore

811
Know what's below. Call before you dig.
The contractor is specifically cautioned that the location and location of existing utilities shown on these drawings are based on the records of the utility companies and are not guaranteed. The contractor shall verify the location and depth of all utilities prior to construction. The contractor shall be responsible for obtaining the correct utility locations of utilities.

REV	DATE	COMMENT	BY

DOCUMENT
CIVIL SITE PLAN
FOR AT HOME
ARLINGTON
HEIGHTS, IL

SITE LOCATION
750 E. RAND ROAD,
ARLINGTON HEIGHTS, IL
60004

ENGINEER SEAL

SHEET TITLE
LANDSCAPE
PLANTING PLAN

JOB #: AHG.33067
DATE: 02/18/2022
SCALE: AS SHOWN
DRAWN BY: AMK
CHECKED BY: ZM

SHEET NO.
LP-1

EVERGREEN DESIGN GROUP
(800) 680-6630
4625 Lindell Blvd., Ste 200
St. Louis, MO 63101
www.EvergreenDesignGroup.com

EXHIBIT C

[Intentionally omitted]

EXHIBIT D

SCHEDULE OF TIF-ELIGIBLE COSTS

Architectural & Engineering	\$85,000
Asbestos Removal	\$115,000
Roof Replacement	\$627,000
Parking Lot Improvements	<u>\$473,000</u>
<u>Total</u>	<u>\$1,300,000</u>

EXHIBIT E
TOTAL PROJECT BUDGET

Southpoint Shopping Center Redevelopment
Arlington Heights, IL

Acquisition & Hold Costs

Acquisition Costs	\$	1,055,774	
Real Estate Taxes	\$	669,400	<i>2 Years</i>
Other Prop Op Costs	\$	212,668	<i>Thru 3/31/22</i>
Est. Prop Op Costs until At Home Rent Commencement	\$	175,000	
Interest Carry on Financing	\$	520,000	
Sub-Total	\$	2,632,842	

Soft & Hard Construction Costs

Architectural & Engineering	\$	95,000	
Legal Fees	\$	55,000	
Leasing Commissions	\$	420,000	
Miscellaneous Costs	\$	230,000	
Development Fee	\$	221,894	
HVAC	\$	275,000	
Lot Landscaping	\$	30,000	
Monument Sign	\$	75,000	
Parking Lot	\$	675,000	
Parking Lot Lights	\$	45,000	
RIRO Access	\$	100,000	
Roof	\$	642,000	
Façade Renovation Allowance	\$	650,000	<i>At Home completing Façade, Asbestos, & Interior Demo</i>
Tenant Improvement Allowance	\$	550,000	
Asbestos	\$	-	<i>Reimbursing At Home through TI</i>
Demo	\$	-	<i>Reimbursing At Home through TI</i>
Utility & Fire Alarm Split - New	\$	100,000	
Subtotal:	\$	4,163,894	
Total Project Costs*	\$	6,796,736	

EXHIBIT F
LETTER OF INTENT

November 5, 2021- Final Signed LOI

RPS Arlington
4921 Centre Pointe Drive
Suite 300
North Charleston, SC 29418

RE: 730 E. Rand Road, Arlington Heights, IL 60004

Dear Charles:

This is a proposal to lease the former BIF Furniture property located in Arlington Heights, IL subject to the following terms and conditions.

1. PARTIES: The parties to the transaction shall be RPS Arlington ("Landlord") and At Home Stores LLC, a Delaware limited liability company ("Tenant").
2. DEMISED PREMISES: Landlord shall lease to Tenant the premises consisting of a 100,501 square foot building ("Building"); the land underneath the Building; and all site improvements to be used for parking, ingress, and egress to public roads and other purposes ("Common Areas") as depicted on the attached site plan identified as Exhibit B ("Demised Premises").
3. STREET ADDRESS: 730 E. Rand Road, Arlington Heights, IL 60004
4. TERM: Tenant shall have a ten (10) year term ("Primary Term") from Rent Commencement Date.
5. OPTIONS: Tenant shall have three (3) successive five (5) year options ("Options") to extend the term of the lease by providing Landlord a six (6) month written notice of its intent to exercise.
6. RENT: Tenant shall pay Landlord the following annual fixed NNN rent during the Primary Term and Options ("Rent").

a.	Primary Term:	\$703,507	NNN
b.	1st Option:	\$759,787	NNN
c.	2nd Option:	\$820,570	NNN
d.	3rd Option:	\$886,216	NNN
7. LEASE COMMENCEMENT DATE: Upon the Delivery Date as defined below.
8. RENT COMMENCEMENT DATE: The payment of Rent and all other obligations under the lease shall commence the earlier of: (i) the grand opening of Tenant's store to the public, or 120 days after Tenant accepts possession of the Demised Premises in the condition required herein (defined in Article 10); and (ii) after substantial completion of Landlord's Work (defined in Article 11). Interior demolition to be completed by Tenant along with any abatement work.

9. DELIVERY DATE: Landlord shall deliver exclusive possession of the Demised Premises to Tenant no later than Q1 2022 ("Delivery Date").
10. DELIVERY CONDITIONS: Tenant's acceptance of the Demised Premises from Landlord shall be conditioned upon the: (i) substantial completion of Landlord's Work; (ii) delivery of the Demised Premises in compliance with all laws, regulations, codes, ordinances including but not limited to and the American's with Disabilities Act; (iii) delivery of the Building in a water tight condition and in good condition and repair; (iv) delivery of all building mechanical systems in good condition and repair; (v) delivery of the parking lot and site utilities in good condition and repair; (vi) receipt of Landlord's approval of Tenant's construction plans; (vii) receipt of all required third party approvals; (viii) receipt of an executed subordination, non-disturbance and attornment agreement from Landlord's lender(s) [and the primary landlord], if applicable, (ix) receipt of a building permit and all other required governmental and quasi-governmental permits and approvals,; (collectively, "Delivery Conditions"). Tenant shall assume no liability for pre-existing environmental conditions or environmental conditions continuing and related to a pre-existing condition other than asbestos abatement if applicable.
11. LANDLORD'S WORK: Landlord shall deliver the Demised Premises to Tenant with the substantial completion of all work setforth on EXHIBIT A and in a broom clean condition ("Landlord's Work"). Landlord's Work shall be completed on or before the Delivery Date. Landlord to entitle and install a right in right out into the property from Rand Road if approved by the Village of Arlington Heights and Illinois Department of Transportation.
12. TENANT'S WORK: Tenant accepts delivery of the Demised Premises "As-Is", subject to substantial completion of Landlord's Work and the fulfillment of the Delivery Conditions. Tenant shall complete all work required to open the Building as a typical At Home store pursuant to Tenant's Plans ("Tenant's Work") and Landlord agrees to cooperate with Tenant in applying for and obtaining any required permits and approvals. At the end of the lease all Tenant improvements shall belong to the Landlord and all furniture, fixtures and equipment provided and installed by Tenant shall remain property of the Tenant.
13. TENANT'S PLANS: Tenant shall provide Landlord with a copy of its construction plans outlining in detail Tenant's Work ("Tenant's Plans") to the Building and Common Areas, if applicable. Landlord shall have fifteen (15) business days after receipt to approve or reject Tenant's Plans with detailed comments.
14. REPAIRS: During the term of the lease (and any extensions thereof), Landlord and Tenant shall have the responsibility to maintain and repair the Demised Premises as follows:
 - a. Landlord shall be responsible for maintaining, repairing and replacing the:
 - i. Structural portions of the Shopping Center, the Demised Premises, and the structural components of the Building, including but not limited to theinterior and exterior walls, foundation systems and all other structural components;
 - ii. Building roof, roof insulation, and roof deck;

- iii. Utilities to the point that they enter the Building; and
 - b. Tenant shall be responsible for maintaining and repairing all items not reserved for the Landlord.
15. COMMON AREA MAINTENANCE: Landlord shall maintain, repair and replace all Shopping Center common areas in a manner similar to comparable shopping centers.. Tenant shall maintain and repair the Common Areas and Parking lot contained within the Demised Premises in a manner and Tenant shall contribute to the upkeep of the common areas of the shopping center. Controllable Expenses not to exceed 0.75 per square foot (\$75,375 per year)
 16. REAL ESTATE TAXES: Tenant shall pay all real estate taxes attributable to the Demised Premises as set forth in a separate tax parcel. Real Estate Taxes are currently estimated at \$2.25 psf.
 17. INSURANCE: Tenant shall add the Demised Premises to its existing blanket insurance policy and keep in place a general liability policy naming the Landlord as an additional insured and shall make no other contribution toward Building property damage insurance or Shopping Center common area liability insurance. To be further discussed in the lease with input from risk management.
 18. UTILITIES: Landlord shall provide separately metered utilities to the Demised Premises and Tenant shall pay all charges for those utilities furnished to the Demised Premises during Primary Term and Options.
 19. SIGNAGE: Tenant shall be entitled to install its standard signage package on the Building subject only to governmental approvals. Tenant shall also have the right to install its sign panel in the location and on all pylon and monument signs which contained a BIF Furniture sign subject only to approval from governmental authorities. Tenant to have top billing on three existing monument signs – two on Rand Road and one on Palatine Road. Landlord to install a single tenant pylong sign fronting Rand Road for Tenant's exclusive use if approved by the Village of Arlington Heights. Signage is a contingency of deal.
 20. FAÇADE: Intentionally Deleted. See Work Exhibit
 21. BROKERAGE COMMISSION: Landlord and Tenant acknowledge that other than Adam Cody of JLL and RealtyLink Commercial (the "Brokers"), no other brokers, agents or other parties are due a brokerage commission or fee as a result of this transaction. Landlord shall be responsible for paying any and all fees owed to the Broker pursuant to the terms of a separate brokerage agreement between Landlord and Broker.
 22. CONFIDENTIALITY: Landlord and Tenant shall keep the matters concerning this proposal and its negotiation confidential and not disclose any material information to third parties.
 23. PARKING RATIO: The Shopping Center and Demised Premises shall at all times maintain a minimum parking ratio of 4 parking spaces for each 1,000 square feet of building floor area or greater, if required by local zoning ordinances. Outlots

shall be self-parked and all retail and offices uses located in outlots shall maintain a minimum parking ratio of 5 spaces for each 1,000 square of building floor area.. All inline and outlot restaurants shall maintain a minimum parking ratio of: (i) 10 to 1 if 5,000 square feet of building floor area or less; (ii) 15 to 1 if >5,000 – 7,000 square feet building floor area; and (iii) 20 to 1 if >7,000 square feet of building floor area.

24. SITE PLAN RESTRICTIONS: All Shopping Center buildings, including outlots, shall be placed within permissible building areas and shall meet the minimum parking ratio requirements outlined herein. Outlot buildings shall: (i) not exceed one storey and 25' in height, (ii) not contain more than one occupant, and (iii) self maintain their common areas. No inline restaurant shall be located within 300 feet of the At Home building and no theatre, health spa or gym shall be located within 1000 feet of the At Home building. This term shall only apply to areas owned and controlled by the Landlord. Arlington RPS only controls the Demised Premises.
25. TENANT RENT CREDIT: Landlord acknowledges that Tenant must make improvements to the Demised Premises prior to occupying the Building and using the Common Areas. In consideration for Tenant improving the Demised Premises Landlord shall waive Rent during the first 6 months of the Primary Term but not Additional Rent.
26. TENANT IMPROVEMENT ALLOWANCE: Landlord shall pay to Tenant an allowance in the amount of \$550,000 to offset the costs Tenant will incur in improving the Demised Premises for its occupancy ("Tenant Improvement Allowance"). The Tenant Improvement Allowance shall be paid to Tenant as follows: (i) 50% after a lease agreement is fully executed, all contingencies are waived, and Tenant receives its building permit; and (ii) 50% after Tenant opens for business to the public and provides Landlord with a copy of its final or temporary certificate of occupancy and all standard documentation evidencing the completion and payment of Tenant's Work.
27. CO-TENANCY REQUIREMENTS: Intentionally Deleted
28. OPTION TO TERMINATE: Tenant shall have a one time option to terminate the lease if Tenant's store sales for the 79th month thru the 90th month of the Primary Term do not exceed \$8,100,000.00. Tenant may exercise the option by delivering written notice to landlord at any time during the 90th month thru the 91st month of the Primary Term ("Termination Notice"). If Tenant exercises the option, the lease shall terminate and Tenant shall vacate the Demised Premises no later than last day of the next February ("Lease Termination Date") after Landlord's receipt of the Termination Notice. Tenant shall be responsible for the payment of rent and other charges under the lease thru the Lease Termination Date.
29. NON-BINDING- Landlord and Tenant each acknowledge that a transaction of this type involves terms and conditions which have not yet been agreed upon and that this letter is in no way intended to be a complete or definitive statement of all of the terms and conditions of the proposed transaction, but contemplates and is subject to the negotiation and execution of a lease and other legal agreements.. Landlord and Tenant further acknowledge that they are both expending time and money on this transaction at their own risk. Neither Landlord or Tenant shall be legally bound

in any manner unless and until approval of the terms set forth in this letter have been obtained from Tenant's real estate committee, board of directors and the lease and all related legal agreements have been executed and delivered by both parties. Notwithstanding the previous sentence, both parties agree that Article #22 shall be a binding agreement.

Time is of the essence, therefore this letter shall remain open until November 1, 2021 at 5:00 pm Central Standard Time. If both parties hereto do not execute the letter by this time, the letter shall become null and void and neither party shall have any further obligations to one another hereunder except for Article #22 above.

Sincerely,

Tenant: At Home Stores LLC

By: 

Name: Carolyn Glover

Its: Real Estate Director

Dated: 12-6-21

Landlord: RPS Arlington

By: 

Name: Scott Phillips

Its: Manager

Dated: 11/5/21

cc: Dean M. Zurmely

Exhibit A "Landlord's Work"

- Landlord shall replace the roof, HVAC system and the parking lot.
- Split the following systems and provide Tenant with separate utility meters.
 - Fire protection system
 - Electrical system
 - Water system
 - HVAC system
 - Site lighting and pylon sign systems
 - -

 - Façade- Landlord shall replace the existing building façade and improve to the Tenant's standard which includes increasing the façade's height. Tenant to approve final façade improvement design and elevations which are to be included in the lease. City approval of 50' "house" is a contingency of deal. LL is responsible for refacing/cleaning up the façade and doing all work outside of Tenant's "house" which Tenant shall construct. LL's work will include removing windows, canopies, etc to match Tenant's proposed elevation.

•
Right in Right Out – LL shall entitle and install a right in – right out to the premise from Rand Road. City approval of right in/right out will not be a contingency of deal.

- Pylon Signage – LL shall entitle and install a free standing pylong sign fronting Rand Road for Tenant's exclusive use. City approval of signage is a contingency of deal.

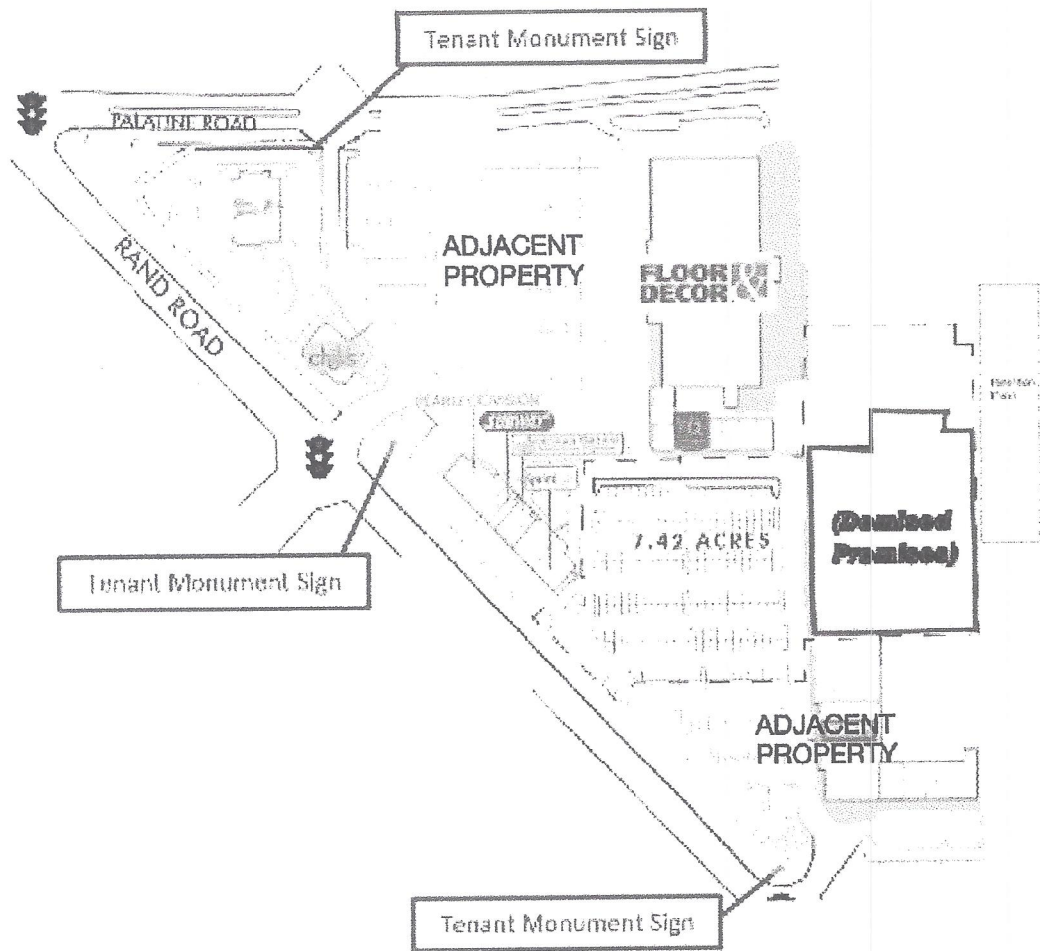


Exhibit B "Demised Premises"

EXHIBIT G
PROJECT TIMELINE

At Home Project Timeline

Project Start: 4/1/2022

Grand Opening: 11/11/2022

Project	Description	Start	Finish
Building			
Façade Modifications			
	Design Commission Review	4/12/22	4/12/22
	Submit Plans for Permit	4/13/22	5/13/22
	Construction Duration	5/16/22	8/5/22
Separate Utilities			
	Submit Plans for Permit	4/13/22	5/13/22
	Construction Duration	5/16/22	6/10/22
HVAC Replacement			
	Submit Plans for Permit	4/13/22	5/13/22
	Construction Duration	6/20/22	7/1/22
Roof Replacement			
	Submit Plans for Permit	4/13/22	5/13/22
	Construction Duration	7/11/22	7/22/22
Tenant			
Build-Out			
	Submit Plans for Permit	4/13/22	5/13/22
	Construction Duration	5/16/22	10/14/22
Fixturing			
	Submit Plans for Permit	4/13/22	5/13/22
	Construction Duration	10/17/22	11/4/22
Site/Civil			
Monument Signage			
	Design Commission Review	4/12/22	4/12/22
	Submit Plans for Permit	4/13/22	5/13/22
	Construction Duration	8/1/22	8/5/22
Curb Rework and Parking Lot			
	Design Commission Review	4/12/22	4/12/22
	Submit Plans for Permit	4/13/22	5/13/22
	Construction Duration	7/25/22	8/12/22
Right-In/Right-Out			
	Submit Plans for Permit	6/1/22	6/15/22
	Constructin Duration	7/18/22	8/12/22

AT HOME PROJECT TIMELINE

TASK NAME	SUB TASK NAME	START DATE	END DATE	DURATION in days
Façade Modifications	Design Commission Review, Permit Submittal & Approval, and Construction Duration	04/12	08/05	115
Separate Utilities	Permit Submittal & Approval and Construction Duration	04/13	06/10	58
HVAC Replacement	Permit Submittal & Approval and Construction Duration	04/13	07/01	79
Roof Replacement	Permit Submittal & Approval and Construction Duration	04/13	07/22	100
Build-Out	Permit Submittal & Approval and Construction Duration	04/13	10/14	184
Fixturing & Store Grand Opening	Construction Duration	10/17	11/11	18
Monument Signage	Design Commission Review, Permit Submittal & Approval, and Construction Duration	04/12	08/05	115
Curb Rework and Parking Lot	Design Commission Review, Permit Submittal & Approval, and Construction Duration	04/12	08/12	122
Right-In/Right-Out	Permit Submittal & Approval and Construction Duration	06/01	08/12	72

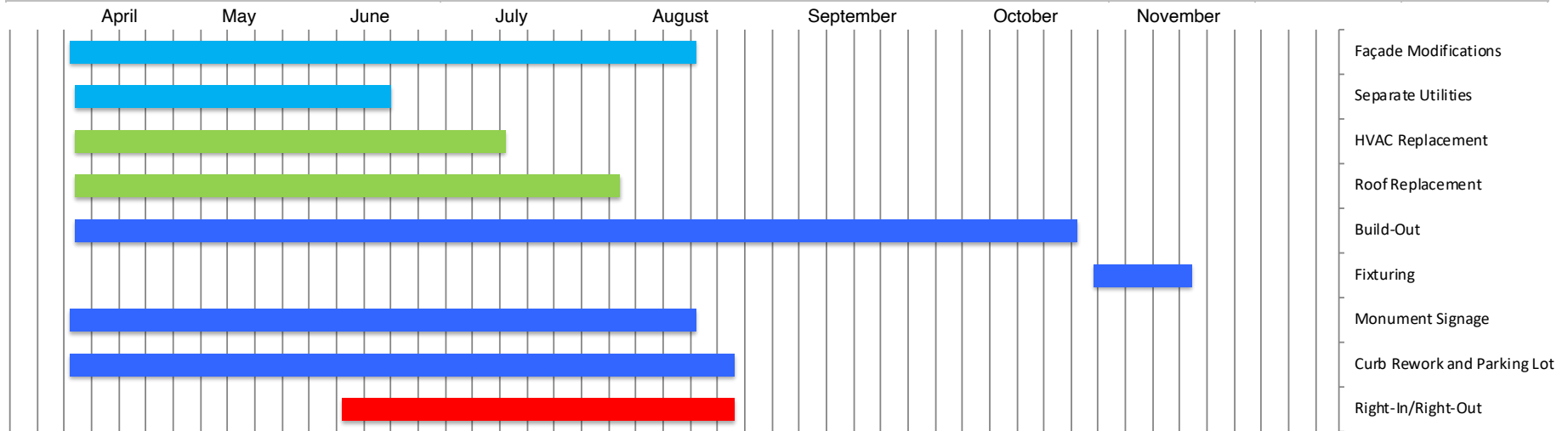


EXHIBIT H
FORM CERTIFICATE OF EXPENDITURE

EXHIBIT H

CERTIFICATE OF EXPENDITURE

To: Village of Arlington Heights
33 S. Arlington Heights Rd.
Arlington Heights, IL 60005
Attention: Village Manager

From: RPS Arlington, LLC ("**Developer**")

Subject: Redevelopment Agreement dated _____, 2022, by and between the Village of Arlington Heights and RPS Arlington, LLC ("**Redevelopment Agreement**")

Date: _____

This is a Certification Request, submitted pursuant to Section 8.C of the Redevelopment Agreement, requesting the Manager to approve this certificate of expenditure for the Redevelopment Project Costs detailed in the attached schedule. The undersigned hereby certifies that:

- i. The Developer actually incurred such Redevelopment Project Costs;
- ii. Such Redevelopment Project Costs are also "redevelopment project costs" as defined in the TIF Act;
- iii. Reimbursement is permitted pursuant to the Redevelopment Agreement, the TIF Act, and the Redevelopment Plan;
- iv. The Developer is not in default or breach of any obligation under the Redevelopment Agreement which constitutes an Event of Default; and
- v. An Anchor Tenant has commenced occupancy and operations in the Building, in satisfaction of the Redevelopment Agreement.

Terms capitalized herein have the meanings specified in the Redevelopment Agreement, the terms of which are incorporated herein by reference.

RPS Arlington, LLC

By: _____

Its: _____

ATTACHMENTS TO CERTIFICATION OF EXPENDITURE

- 1. Schedule of Redevelopment Project Costs**
- 2. Bills, contracts, invoices, and other evidence that Developer has incurred and paid all Redevelopment Project Costs**
- 3. Sworn statements and lien waivers**
- 4. Proof of Anchor Tenant occupancy and commencement of operations.**

EXHIBIT I

TRANSFeree ASSUMPTION AGREEMENT

EXHIBIT I

TRANSFEEE ASSUMPTION AGREEMENT

THIS AGREEMENT is made as of this _____ day of _____, 202_, between the **VILLAGE OF ARLINGTON HEIGHTS**, an Illinois municipal corporation ("**Village**"), and **RPS ARLINGTON, LLC**, a Florida limited liability company ("**Developer**"), and _____ ("**Transferee**").

WITNESSETH:

WHEREAS, pursuant to that certain real estate sale contract dated _____, 20___, the Transferee agreed to purchase from Developer certain real property situated in Lake County, Illinois and legally described in **Exhibit 1** attached to and, by this reference, made a part of this Agreement ("**Property**"); and

WHEREAS, following the conveyance of the Property by Developer, the Transferee will be the legal owner of the Property; and

WHEREAS, as a condition to the conveyance of the Property by Developer, the Village and Developer require that the Transferee agree to comply with all the terms, requirements, and obligations set forth in that certain Development Agreement, dated as of _____, 202_, and recorded in the office of the Lake County Recorder on _____, 202_, as Document No. _____, by and between the Village and Developer ("**Development Agreement**");

NOW, THEREFORE, in consideration of the agreement of Developer to convey the Property to the Transferee, and of the Village to accept the transfer of obligations as provided herein and to grant the releases granted herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by, between, and among the Village, Developer, and the Transferee as follows:

1. **Recitals**. The foregoing recitals are by this reference incorporated herein and made a part hereof as substantive provisions of this Agreement.

2. **Assumption of Obligations**. The Transferee, on its behalf and on behalf of its successors, assigns, heirs, executors, and administrators, hereby agrees, at its sole cost and expense, to comply with all of the terms, requirements, and obligations of the Development Agreement, including all exhibits and attachments thereto, regardless of whether such terms, requirements, and obligations are to be performed and provided by, or are imposed upon, Developer of the Property.

3. **Payment of Village Fees and Costs**. In addition to any other costs, payments, fees, charges, contributions, or dedications required by this Agreement, the Development Agreement or by applicable Village codes, ordinances, resolutions, rules, or regulations, the Transferee must pay to the Village, immediately upon presentation of a written demand or demands therefor, all legal, engineering, and other consulting or administrative fees, costs, and expenses incurred in connection with the negotiation, preparation, consideration, and review of this Agreement.

4. **Acknowledgment and Release of Developer.** The Village hereby acknowledges its agreement to the Transferee's assumption of the obligation to comply with the terms, requirements, and obligations of the Development Agreement, including all exhibits and attachments thereto, and the Village hereby releases Developer from any personal liability for failure to comply with the terms, requirements, and obligations of the Development Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

ATTEST:

VILLAGE OF ARLINGTON HEIGHTS,
an Illinois municipal corporation

Village Clerk

By: _____
Its: Village Manager

ATTEST:

RPS ARLINGTON, LLC,
a Florida limited liability company

By: _____

By: _____

Its: _____

Its: _____

ATTEST:

[TRANSFEREE]

By: _____

By: _____

Its: _____

Its: _____