MEMORANDUM

TO:	Sam Hubbard, Development Planner
FROM:	Deb Pierce, Plan Reviewer, Building Services
DATE:	4/14/2016
RE:	2900-2990 W. Euclid Ave – PUD for Dental Office Building
P.C. #:	16 - 008 — Round #1

I have reviewed the Round 1 submission of the PUD for a Dental Office Building at the above mentioned location and offer the following comments:

- 1. This building is being reviewed as a B Use Group per the 2009 International Building Code. Acknowledged
- 2. Provide preliminary details on the types and quantities of medical gases to be stored on site. Attached
- 3. The medical gas shall be stored in a room constructed of a minimum 1-hour fire barrier and horizontal assembly, based on construction type. Wall types in design

Requirements for the medical gas shall follow NFPA 99 - 2005
 Acknowledged

- 5. Provide the proposed construction type of the building. The proposed construction type is VB
- 6. Add at least one Area of Rescue to Stairwell A. Stairwell design satisfies this requirement
- 7. Proper Area of Rescue communication system shall be provided. Acknowledged

The above comments are preliminary in nature and a more thorough review will be performed upon permit submittal.

RIEC MAY 0.4 2016 PLANNING & CUMMUNITY EVELOPMENT DEPARTMENT PLANNING & COMMUNITY **DEVELOPMENT DEPARTMENT**

Lay, Donald

To: Subject: Hubbard, Sam PC #16-008 Westgate Dental 2900-2990 W. Euclid

Sam

(): After reviewing the documents submitted as Round 1 for the subject project generally I have no concern other than the plan of the basement which appears to indicate that egress to "Stairwell B" travel through a private office. In my opinion this would not be permitted.

I will send the hard copy of this back with the plans.

Sincerely

Don

Don Lay, M.B.A, C.F.I. Fire Safety Supervisor Village Of Arlington Heights 33 South Arlington Heights Road Arlington Heights, IL 6005 Phone: 847-368-5594 Cell: 847-899-5001 Fax: 847-368-5975 www.vah.com

MAR 3 1 2016 PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT



This message, including attachments, is confidential and may be privileged. If you are not an intended recipient of this email you are hereby notified that any disclosure, distribution or copying of, or the taking of any action in reliance upon, any information contained in this email is strictly prohibited. If you are not an intended recipient, please notify the sender immediately by return email, then delete and destroy the original message, any attachments and all copies. You should not copy, forward and/or disclose this message, in whole or in part, without permission of the sender. Thank you for your cooperation.

Our understanding is that it will be acceptable to pass through the Private Office as long as the doors can't be locked. We imagine that it was assumed Private Office meant the door would be lockable as most private offices are. This door will not be lockable as to pass Code and it will allow free access to the stairs.



Civil Engineers & Surveyors

115 S. Wilke Road, Suite #301 • Arlington Heights, IL 60005 Phone-1: (847) 439-8225 • Phone-2: (847) 749-1340 • Fax: (847) 749-4104 Email@tehermon.us a Webs www.tehermon.ws Design Firm No. 104005010 (Fig. 04400457

Email: mail@toberman.us • Web: www.toberman.us Design Firm No. 184005910 (Exp. 04/30/17)

April 27, 2016

Chris Papierniak Assistant Director Village of Arlington Heights Public Works 222 N Ridge Ave, Arlington Heights, IL 60005 P: (847) 368-5800

Sam Hubbard Development Planner Village of Arlington Heights Planning & Community Development 33 S Arlington Heights Rd, Arlington Heights, IL 60005 P: (847) 368-5200

RE: 2900-2990 W Euclid, P.C. #16-008, Round 1 (Received April 22, 2016)

The following are responses to comments made by Chris Papierniak of the Village of Arlington Heights for the above project. Revisions have been made to the attached drawings. The following address specific review comments:

- 1. The proposed water connection shall be installed in a vault.
- 2. It is understood that backflow device will be required and that the size shall be determined upon architectural review.
- 3. A fire hydrant shall be installed in the island to the south of the proposed dental facility.
- 4. It is understood that all methods of construction and materials must conform to the Village of Arlington Heights Engineering Department's standards and specs in the published manual.
- 5. It is understood that a sub-meter, if required, will be provided as part of the construction permit process upon architecture plan approval.
- 6. Detailed plans of the proposed StormTrap are provided.
- 7. A detail of the proposed restrictor is provided
- 8. A detailed traffic study has been performed. The concern about cut through traffic has been addressed as follows:

"During the morning peak hour approx. 35% of the vehicles entering from Euclid Ave. used the east bypass drive to access the rear drive aisle and Starbucks drive-thru (i.e., approx. 18 vehicles or 1 vehicle every 3 minutes). The remainder of the day "cut-thru" traffic subsided substantially. The Westgate Dental site design will discourage "cut-thru" traffic using added directional signage and striping and the new west drive aisle will easily accommodate expected traffic. Equally important, Westgate Dental patrons will be using the customer south parking lot and will not have to cross the west drive aisle to enter the facility. Also, added signage is proposed to slow the west aisle traffic flow adjacent the Westgate Dental entrance."

If you have any questions or require additional information, then please feel free to call or e-mail me.

Sincerely, Cliff J. Toberman Cliff J. Toberman, P.E. cliff@toberman.us NJT No.: 15-6464



Civil Engineers & Surveyors

115 S. Wilke Road, Suite #301 • Arlington Heights, IL 60005

April 27, 2016

Phone-1: (847) 439-8225 • Phone-2: (847) 749-1340 • Fax: (847) 749-4104

Email: mail@toberman.us • Web: www.toberman.us Design Firm No. 184005910 (Exp. 04/30/17)

Sam Hubbard Development Planner Village of Arlington Heights Planning & Community Development 33 S Arlington Heights Rd, Arlington Heights, IL 60005 P: (847) 368-5200

RE: 2900-2990 W Euclid, P.C. #16-008, Round 1 (Received April 13, 2016)

The following are responses to comments made by the Plan Commission of the Village of Arlington Heights for the above project. Revisions have been made to the attached drawings. The following address specific review comments:

- 11. It is understood that the Plan Commission is neither an endorsement nor an approval and that plan review comments associated with the building, engineering, and other permits shall be provided.
- 12. An engineer's estimate of construction cost is provided.
- 13. The engineering plans are georeferenced using State Plane Coordinate System Illinois East.
- 14. It is understood that the detention facility will require private maintenance and is not the Village of Arlington Height's responsibility. It is also understood that an Onsite Utility Maintenance Agreement (OUMA) must be executed prior to final engineering approval.
- 15. A copy of the updated CCRs has been provided as part of this submittal.
- 16. The proposed StormTrap facility is now 4' deep with a 2" restrictor at the outlet.
- 17. Calculations for the overflow weir are provided.
- 18. The existing floodplain and floodway limits are provided per M.W.R.D. Permit #1980-0040.
- 19. Photometric plans are now complete including Sheet P-1 and Sheet P-2 (details and specs).
- 20. The Fire Truck Turning Exhibit (Sheet FE-3) uses tower truck #431.
- 21. Bicycle racks shall be shall installed near the southeast side of the proposed dental facility.

If you have any questions or require additional information, then please feel free to call or e-mail me.

Sincerely,

Cliff J. Toberman

Cliff J. Toberman, P.E. cliff@toberman.us NJT No.: 15-6464



Arlington Heights Fire Department Plan Review Sheet

~ EF .>	P. C. Number	16-008
Project Name	Westgate Dental	
Project Location	2900 - 2990 W. Euclid	
Planning Department Contact	Sam Hubbard	

General Comments

1. Fire department requests an auto turn diagram.

2. Building to be sprinkled. [ACKNOWLEDGED]

3. Locate the fire department connection (FDC) at the main front door. [ACKNOWLEDGED; PLANS WILL ADDRESS ACCORDINGLY]

4. Locate a fire hydrant within 100' of the FDC.

5. Locate a Knox Box at the main front door. [ACKNOWLEDGED; PLANS WILL ADDRESS ACCORDINGLY]

6. Install a fully operational announcator panel or alarm panel at the front door. [ACKNOWLEDGED; PLANS WILL ADDRESS ACCORDINGLY]

7. Reference 2009 International Fire Code - sections 503 and Appendix D for fire lane expectations.

8. Sprinkler room most accessible on south side of building, need an exterior entrance. [SEE ATTACHED]

NOTE: PLAN IS CONCEPTUAL ONLY SUBJECT TO DETAILED PLAN REVIEW

Date

April 11, 2016

Reviewed By:

LT. Andrew Larson

ARLINGTON HEIGHTS POLICE DEPARTMENT

Community Services Bureau

APR 15 2016 DEPARTMENT PLAN REVIEW SUMMARY

DEVELOPMENT DEPARTMENT

Westgate Dental 2900-2990 W. Euclid Ave. PUD

Round 1 Review Comments

04/14/2016

1. Character of use:

The character of use is consistent with the area and is not a concern.

2. Are lighting requirements adequate?

Lighting should be up to Village of Arlington Heights code. There does not appear to be adequate lighting on the exterior of the building, especially the east side adjacent to the retention area. The exterior of the building should be illuminated especially during nighttime hours for safety, to deter criminal activity and increase surveillance/visibility- potentially reducing theft, trespassing, vandalism, underage drinking, and other criminal activity.

Acknowledged.

- 3. Present traffic problems? There are no traffic problems at this location.
- 4. Traffic accidents at particular location? This is not a problem area in relation to traffic accidents.
- 5. Traffic problems that may be created by the development.

This development may create traffic problems due to Starbuck's patrons potentially using Westgate Dental's parking lot as a cut through. There should be traffic control signage in the parking lot to discourage cut through traffic- although signage will not be police enforceable. There is the potential need for modifications to the entrance and egress of the plaza parking lot due to potential increase of traffic flow. Acknowledged.

6. General comments:

- Please ensure that there is an emergency information/contact card on file with the Arlington Heights Police Department and that it is up-to-date. Agent contact information must be provided to the Arlington Heights Police Department during all construction phases. The form is attached. Please complete and return. This allows police department personnel to contact an agent during emergency situations or for suspicious/criminal activity on the property during all hours.

- Landscaping should provide open sightlines to increase natural surveillance and avoid creating ambush locations.

- The interior should have a video surveillance system installed. If no drugs are stored on site, it is recommended that signage indicating such be posted.

There will be no drugs or drug locker stored on site.

Plan Review

Project:	Westgate Dental 2900-2990 W. Euclid Avenue PUD for Construction of Dental Office Building P.C. # 16-008 Round 1
From:	David Robb, Disability Services Coordinator Department of Building and Health Services (847) 368-5793
То	Sam Hubbard, Planning & Community Development
Date:	April 11, 2016
Re:	Illinois Accessibility Code (IAC) https://www.illinois.gov/cdb/business/codes/Pages/IllinoisAccessibilityCode.aspx

Sheet C4 - Accessible Parking Spaces Location

1. Accessible parking spaces shall be located on the shortest accessible route of travel from adjacent parking to an accessible entrance, per IAC Section 400.310(c)(2). Acknowledged. Please see plans for revisions

Sheet A1.0 - Waiting Room

· • .

2. At the "Greeter" Counter adjoining the "Waiting Room" a portion of the counter shall be accessible, per IAC Section 400.320(h).

Acknowledged. Please see plans for revisions

Sheet A1.3 - Private Restroom

- 3. IAC Section 400.310(n)(10) states: private use toilet rooms shall be adaptable. An adaptable space is one that can be readily converted with minimal structural changes to make it accessible. Restroom is accessible by removal of the shower.
- 4. Shower units shall comply with IAC Section 400.310(o)(B).

Our understanding is that this code only applies to public and employee restrooms. This restroom is for private use only by one individual and will be keycard accessible only.



Civil Engineers & Surveyors

115 S. Wilke Road, Suite #301 • Arlington Heights, IL 60005 Phone-1: (847) 439-8225 • Phone-2: (847) 749-1340 • Fax: (847) 749-4104 Email: mail@toberman.us • Web: www.toberman.us Design Firm No. 184005910 (Exp. 04/30/17)

Sam Hubbard Development Planner Village of Arlington Heights Planning & Community Development 33 S Arlington Heights Rd, Arlington Heights, IL 60005 P: (847) 368-5200

April 27, 2016

RE: 2900-2990 W Euclid, P.C. #16-008, Round 1 (Received April 14, 2016)

The following are responses to comments made by the Planning & Community Development Department Commission of the Village of Arlington Heights for the above project. Revisions have been made to the attached drawings. The following address specific review comments:

General Notes:

- 7. There will be no mechanical units located on the ground.
- 8. The purpose of this office space is secretarial, an area to answer phone calls away from the front desk. This area is for staff only and the name of this room will be changed to "Office 201"
- 9. Acknowledged. Executed copy attached. This has been sent for recording.

Site/Landscape Issues:

- 10. The Demolition & Existing Topography Plan (Sheet C-2) and Tree Preservation Plan (T-1) are consistent.
- 11. [For Architect].
- 12. The photometric plans are updated to conform with requirements from section 11.2-12.5, and all luminaire fixtures are clearly indicated.
- 13. [For Architect].

Parking/Traffic:

- 14. A detailed traffic study is included.
- 15. A detailed parking study is included.
- 16. The handicap signage and striping comply with ADA standards.
- 17. There will be a total of 204 parking spaces.

Design Commission:

- 18. A Design Commision (DC) application shall be included.
- 19. It is understood that signage will be reviewed during the DC process.

If you have any questions or require additional information, then please feel free to call or e-mail me.

Sincerely,

Cliff J. Toberman

Cliff J. Toberman, P.E. cliff@toberman.us NJT No.: 15-6464



Civil Engineers & Surveyors 115 S. Wilke Road, Suite #301 • Arlington Heights, 1L 60005 Phone-1: (847) 439-8225 • Phone-2: (847) 749-1340 • Fax: (847) 749-4104 Email: mail@toberman.us • Web: www.toberman.us Design Firm No. 184005910 (Exp. 04/30/17)

April 27, 2016

Sam Hubbard Development Planner Village of Arlington Heights Planning & Community Development 33 S Arlington Heights Rd, Arlington Heights, IL 60005 P: (847) 368-5200

RE: 2900-2990 W Euclid, P.C. #16-008, Round 1 (Received April 13, 2016)

The following are responses to landscape comments made by the Planning Dept. of the Village of Arlington Heights for the above project. Revisions have been made to the attached Landscape drawing. The following address specific Landscape Issue review comments:

 Foundation plantings are shown on the east and southeast side of the proposed building elevation.
 All proposed concrete walk will stamped concrete that matches as close as practical to the Esplanade. Consideration will be given to incorporated the stamped concrete or use of brick for the crosswalk.

4. The end of parking rows now have 4" caliper shade trees and Skyline Honey locust trees have been specified as a salt tolerant shade tree.

5. Miss Kim Korean Lilac shrubs have been added along the south parking lot fronting Euclid Ave.

6. A detail of the refuse area screening has been provided on the Detail sheet.

7. Emerald Luster Maple trees have been added along the north curb line.

8. It is understood that screening will be necessary for any utility meters or mechanical units.

9. It is understood that a landscape compliance bond in the amount of 30% of the landscaping costs will be required at the time of building permit as well as \$ 4 tree fee for each lineal foot of frontage.

10. The Tree Preservation and Demolition Plan are now consistent.

Sincerely,

Cliff J. Toberman

Cliff J. Toberman, P.E. <u>cliff@toberman.us</u> NJT No.: 15-6464

EXHIBIT A

Declaration of Easements, Covenants and Restrictions

Prepared by and after recording, return to:

Michael D. Firsel, Esq. Firsel Ross 2801 Lakeside Drive Suite 207 Bannockburn, Illinois 60015

DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS

THIS DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS ("Declaration") is made this 22nd day of February, 2016, by STONESTREET ESPLANADE LLC, an Illinois limited liability company (hereafter called "Declarant").

WITNESSESTH:

WHEREAS, Declarant owns the property legally described on <u>Exhibit A</u>, attached hereto and made a part hereof, and as divided into Lot 1, Lot 2 and Lot 3 (collectively called "Lots" and individually called "Lot") as legally described on <u>Exhibit A-1</u>, attached hereto and made a part hereof, and as depicted on the site plan attached hereto as <u>Exhibit B</u> (hereinafter called "Entire Property"). That portion of the Entire Property owned by an Owner (as hereinafter defined) is called a "Parcel" or "Parcels";

WHEREAS, Declarant intends for Lot 1 and Lot 2 to be developed as one or more commercial and retail properties;

WHEREAS, Lot 3 serves as a storm water detention and utility easement area for the benefit of the Entire Property; and

WHEREAS, Declarant desires to establish and subject the Entire Property to the rights and easements described herein benefiting the Entire Property.

NOW, THEREFORE, in consideration of the premises, the covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Definitions**

(a) <u>Owner</u>. The term "Owner" or "Owners" shall mean Declarant and any and all successors or assigns of Declarant as the owner or owners of the fee simple title to all or any portion of the Entire Property, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such Entire Property or any portion thereof. (b) <u>Permittees</u>. The term "Permittees" shall mean the tenant(s) or occupant(s) of a Parcel, and the respective employees, agents, contractors, customers, guests, invitees and licensees of (i) the Owner of such Parcel, and/or (ii) such tenant(s) or occupant(s).

2. Grant of Easements.

Reciprocal Cross-Access and Parking. The Declarant hereby declares (a) that Lot 1 and Lot 2, and all Owners and Permittees of Lot 1 and Lot 2 from time to time (including all lots and subdivided lots therein by separation of ownership, ground lease or otherwise) shall be benefited by a non-exclusive perpetual easement appurtenant to and for the benefit of Lot 1, Lot 2 and Lot 3, which easement is hereby granted and reserved, over and across the paved driveways and parking areas ("Parking and Drives") located, from time to time, on Lot 1 and on Lot 2 for (x) for parking of vehicles within the parking areas located from time to time on the Parking and Drives, (y) for ingress and egress over the driveways located from time to time on the Parking and Drives, in order to permit vehicular and pedestrian ingress and egress, over the driveways from time to time located on the Parking and Drives, and (z) for vehicular and pedestrian ingress and egress, over the driveways located from time to time on the Parking and Drives, for access to and from adjacent rights-of-way. The parking easement shall be for customer parking in connection only with the businesses operated from time to time on Lot 1 and Lot 2. The access point between Lot 1 and Lot 2 and the curb cuts to adjacent streets and roads shall not be altered, modified, relocated, blocked or removed without the express written consent of all Owners. Such easement shall not be construed to constitute a public dedication of any portion of the Entire Property. In the event an Owner creates a lot, or subdivided lot on its Parcel, the lot or subdivided lot shall be deemed a Lot and shall benefit from and be burdened by the easements granted herein.

Utilities. Declarant hereby declares that Lot 1, Lot 2 and Lot 3 and all **(b)** Owners and Permittees of the Lots (including all lots and subdivided lots by separation of ownership, ground lease or otherwise) shall be benefited by a perpetual non-exclusive easement appurtenant to and for the benefit of the Lots which easement is hereby granted and reserved to transmit through, use and maintain any utility lines, including but not limited to water supply lines, sanitary sewer, lift station, storm sewer, storm water detention in the storm sewer, electrical, gas, telephone, cellular telephone and cable television located under and across those portions of the Entire Property not within permissible building areas. All such systems, structures, mains, sewers, conduits, lines and other public utilities shall be installed and maintained below the ground level or surface of the Entire Property (except for such parts thereof that cannot and are not intended to be placed below the surface, such as lift stations, transformers and control panels). Each Owner, at its sole cost and expense, shall maintain and rcpair (or cause to be maintained and repaired) the utility lines located on the Parcel owned by that Owner (or located on a Parcel owned by another Owner) that solely serve the Parcel owned by that Owner. In the event an Owner (the "Repairing Owner") determines it to be necessary to enter onto another Owner's Lot to maintain, repair or replace a utility line which exclusively serves the Lot owned by the Repairing Owner, the Repairing Owner shall give the other Owner of the Lot on which the utility line serving the Lot of the Repairing Owner is located, ten (10) days prior written notice of such event and submit for the other Owner's prior approval a plan for

such maintenance, repair or replacement (except in the case of an emergency, in which case notice and the plan shall be delivered as soon as reasonably possible), which approval shall not be unreasonably withheld, delayed or conditioned. The Repairing Owner shall complete any such activities, at its sole cost and expense, in a prompt manner, in accordance with plans and specifications approved by the governmental authority having jurisdiction and the appropriate utility provider, in a good workmanlike manner, free and clear of liens and shall provide alternate access between the Lots and the Entire Property and any other acts reasonably necessary in order to minimize any interference with the operation of the other Owner's Lot and the Entire Property. In the event an Owner creates a lot or subdivided lot on its Parcel, the lot or subdivided lot shall be deemed a Lot and shall benefit from and be burdened by the easements granted herein.

(c) <u>Development Sign</u>. Declarant hereby declares that Lot 1 and Lot 2 ("Sign Lots") and all Owners of the Sign Lots shall be benefited by a perpetual non-exclusive easement appurtenant to and for the benefit of the Sign Lots for the purpose of installing an identification sign panel on the monument sign ("Development Sign") located along Salt Creek Lane as shown on <u>Exhibit B</u> constructed for the benefit of Lot 1 and Lot 2. Declarant further reserves an underground electrical easement over a portion of the Entire Property (but excluding areas located below any and all improvements constructed on any portion of the Entire Property) for the purpose of providing electrical service to the Development Sign including the electrical feed to the Development Sign, and the sign boxes. The Owner of each Sign Lot, at its sole cost and expense, shall maintain, repair, replace, and keep in good condition and repair its identification sign panel located on the Development Sign.

Reservations of Rights. Each Owner shall have the right to use the driveways 3. and parking areas located on its Parcel for any purposes which are not inconsistent with the use of the easements granted herein. Additionally, each Owner reserves the right to temporarily close off or temporarily reroute any portion of the paved driveways located on its Parcel and re-route the utility lines in whole or part located on its Parcel, for such period or periods of time as may be necessary in connection with (i) any necessary repairs to paved driveways and utility lines and/or (ii) the necessary construction, installation, maintenance or repair of improvements to the respective Owner's Parcels and/or (iii) redevelopment of the respective Owner's Parcel. In the event an Owner determines it to be necessary to temporarily re-route or temporarily close in whole or part the paved driveways or reroute the utility lines located on its Parcel, the Owner shall give the other Owners ten (10) days prior written notice of such event and submit for the other Owners approval a plan for such re-routing or closure (except in the case of an emergency, in which case notice and the plan shall be delivered as soon as reasonably possible), which approval shall not be unreasonably withheld, delayed or conditioned. In the event of a temporary closure pursuant to the foregoing, the Owner performing the repair or maintenance agrees that it will, at all times, diligently pursue the completion of such work as soon as reasonably possible and in a manner that limits interference with the operation of the rest of the Entire Property to the extent reasonably possible. The utility service to any Parcel cannot in any manner be disturbed, or diminished, nor can any change or relocation in any manner reduce the capacity, usefulness or function of the utility service and the temporarily re-routed paved driveway must always provide direct access from each Parcel to and from the adjacent right of ways. The re-routing Owner shall complete any such activities, at its sole cost and expense, in a prompt manner, in

accordance with plans and specifications approved by the governmental authority having jurisdiction, in a good workmanlike manner, free and clear of liens and shall provide alternate access and utilities between the Parcel and the Entire Property during such closure, so as to minimize any interference with the operation of each Owner's Parcel.

4. Maintenance.

Lot 1 and Lot 2. Each Owner of a Parcel covenants at all times to (a) maintain, repair, replace, light, clean, promptly remove snow and ice, operate, insure, pay the taxes and keep available the Parking and Drives (including adjacent sidewalks, curbs, landscaping, signage and lighting) and keep the same in a good and safe condition adequate for their intended uses, in compliance with all applicable laws, ordinances, regulations and requirements. Each Owner, at its sole cost and expense, covenants to keep and maintain the building(s) located from time to time on its respective Parcel in good order, condition and repair. The minimum standard of maintenance for the Parking and Drives and buildings will be the standard of maintenance in other first class retail developments of comparable size within the Chicago metropolitan area. Once constructed, in the event of any damage to or destruction of a building on any Parcel, the Owner of such Parcel shall, at its sole cost and expense, with due diligence, either (a) remove the damaged building (or that portion thereof that such Owner has elected not to repair, restore or rebuild), clean and landscape and/or pave the Lot; or (b) cause the building so damaged or destroyed to be repaired, restored, replaced or rebuilt. Such Owner shall complete such work and have the building ready for occupancy as soon as reasonably possible, but in no event longer than twenty-four (24) months after the date of such loss or casualty, subject to delays caused by the inability to obtain permits or other force majeure delays.

(b) Lot 3 and Development Sign. The Owner of Lot 1 shall maintain Lot 3 and the storm water detention facilities which comprise Lot 3, in good order, condition and repair and shall take such measures as are necessary to control grass and weeds. In addition, the Owner of Lot 1 shall maintain the Development Sign (but not the tenants' identification panels thereon).

(c) <u>Shared Costs Reimbursement</u>. All costs and expenses incurred by the Lot 1 Owner in satisfying: (i) the maintenance of Lot 3 and the storm water detention facilities, as above provided; (ii) the insuring of Lot 3 as provided in Section 4 below, and (iii) the cost of maintaining the Development Sign, as provided above ("Shared Costs") will be shared and paid for by the Owners of Lot 1 and Lot 2 thereof as follows:

(i) Lot 1 pro rata share (the "Lot 1 Share"): The total of the Shared Costs multiplied by a fraction, the numerator of which is equal to the gross square foot floor area of all buildings on Lot 1 and the denominator of which is equal to the gross square foot floor area of all buildings on Lot 1 and Lot 2.

(ii) Lot 2 pro rata share (the "Lot 2 Share"): The total of the Shared Costs multiplied by a fraction, the numerator of which is equal to the gross square foot floor area of all buildings on Lot 2 and the denominator of which is equal to the gross square foot floor area of all buildings on Lot 1 and Lot 2.

(iii) Each Owner's pro rata share of the Shared Costs for each calendar year shall be estimated annually by Lot 1 Owner. Lot 2 Owner shall pay the Lot 1 Owner onetwelfth (1/12th) of the Lot 2 Share on a monthly basis on the first day of each calendar month. No later than ninety (90) days after the end of each calendar year, Lot 1 Owner shall prepare and deliver to Lot 2 Owner a statement ("Shared Cost Annual Statement") showing each Owner's actual pro rata share of the Shared Costs for the previous calendar year. Within thirty (30) days after its receipt of the Shared Cost Annual Statement, Lot 2 Owner shall pay to the Lot 1 Owner, or Lot 1 Owner shall pay to Lot 2 Owner, the difference between the Lot 2 Owner's actual pro rata share of Shared Costs for the preceding calendar year and the amounts paid by the Lot 2 Owner during such calendar year. Lot 1 Owner may apply any excess payment paid by Lot 2 Owner as a credit against future payments.

(iv) If during any calendar year the Lot 2 Owner fails to timely pay its monthly share of the Lot 2 Share twice, then the Lot 1 Owner may, at its option, upon five (5) days' written notice to Lot 2 Owner, accelerate the Lot 2 Owner's remaining Lot 2 share for the current calendar year, and the entire remaining amount of the annual Lot 2 Share shall then become immediately due and payable. Payments received by the Lot 1 Owner after the 5th day of any date due shall incur a monthly late charge of five percent (5%) of any unpaid amount due, until paid.

5. <u>Uses.</u>

(a) <u>Prohibited Uses.</u> No use shall be permitted on the Entire Property, which is inconsistent with the operation of a high quality commercial development. Without limiting the generality of the foregoing, the following uses shall not be permitted:

(i) Any operation primarily used as a storage or warehouse operation;

(ii) Any "second hand" store, "surplus" store or "flea market", provided that this shall not be deemed to prohibit a bona fide antique store;

(iii) Any fire sale, bankruptcy sale (unless pursuant to a court order) or auction house operation;

(iv) Any dry-cleaning plant (except drop-off businesses with off-site cleaning facilities shall not be prohibited);

(v) Any automotive body shop, maintenance or repair facility or car

wash;

(vi) Any veterinarian, animal boarding, breeding or raising facility;

(vii) Any mortuary or funeral home; or

(viii) Any adult book or adult video store or any other establishment selling or exhibiting explicit sexual materials or drug-related paraphernalia.

(b) Environmental. No Owner shall keep, stock, use or permit the use or sale of Hazardous Materials in, on or from its Parcel, except (a) inventory held for sale to the public by a retail business which is packaged and labeled in conformity with all Environmental Laws and constitutes an incidental part of such retail business; and (b) substances customarily and incidentally used, in compliance with applicable Environmental Laws in the normal course of retail, office, and restaurant; and (c) substances which are commonly used in connection with the maintenance of real property and are used in accordance with all applicable Environmental Laws. Each Owner shall indemnify, protect, defend and hold harmless the other Owners for, from and against all claims, suits, actions, demands, costs, damages and losses of any kind, including but not limited to costs of investigation, litigation and remedial response, arising out of any Hazardous Material located, used or discharged on or from its Parcel in violation of this Section.

(c) <u>Exclusives.</u> Subject to the terms of this Declaration, Lot 1 and Lot 2 may be used for any lawful purpose so long as such use is (i) in conformity with all governmental zoning and other land use restrictions, and (ii) all permits, and other land use entitlements are obtained by a Lot Owner from all governmental agencies and authorities have jurisdiction over the Entire Property. The foregoing notwithstanding, no use shall be permitted on any Lot which is in violation of the "Exclusive Uses" set forth on <u>Exhibit C</u> attached hereto and made a part hereof.

(d) <u>Employee Parking</u>. All employees of the Owners and the tenant(s) or occupant(s) of a Parcel, shall be required to park in the "Employee Parking Areas" located (i) at the rear (north) portion of the Entire Property, or (ii) on the west side of the drive aisle between the building on Lot 1 and the building on Lot 2, all as set forth and designated on **Exhibit B.** Unless no parking spaces are available in the Employee Parking Areas, no employee of the Owners and the tenant(s) or occupant(s) of a Parcel shall utilize any other area of the Entire Property for parking.

6. <u>Insurance</u>.

Liability Insurance. Each Owner shall, at all times, at its sole cost and (a) expense, maintain, or cause to be maintained, Commercial General Liability Insurance, which includes premises/operations, contractual liability, personal/advertising injury, broad-form property damage, independent contractors, underground explosion and collapse, and products/completed operations coverages, against claims for personal injury or death and property damage occasioned by an incident occurring upon, in or about that Parcel constituting a portion of the Entire Property owned by such Owner. Subject to Section 3 above, Lot 1 Owner shall maintain all insurance required under this Section with respect to Lot 3. Such insurance in each case shall have a minimum limit of not less than \$2,000,000 per occurrence, which limits may be obtained through a combination of primary and umbrella or Excess Policies. Such insurance carried by each Owner shall (a) name as additional insureds thereunder all other Owners, (to the extent the Owner is given the name of the other Owners) or any portion thereof, and their respective agents, employees, shareholders, officers, directors and members, (b) provide that it is non-cancelable without at least thirty (30) days prior written notice to the insured and additional insureds, and (c) be written as an "occurrence" policy and not as a "claims made" policy. The insurance shall be issued by an insurer having an A.M. Best rating of not less

than "A-". Each Owner of any Parcel constituting a part of the Entire Property and the Operator shall furnish the additional insureds with certificates evidencing such insurance.

(b) <u>Self-Insurance</u>. Notwithstanding anything to the contrary contained in this Section, each Owner (or the tenant maintaining the insurance) shall have the right to comply with and satisfy its insurance obligations under this Subsection by means of self-insurance of the insurance required if and so long as said Owner (or tenant) maintains a net worth, computed in accordance with generally accepted accounting principles, consistently applied of at least One Hundred Million and No/100 Dollars (\$100,000,000.00), as shown in said Owner's (or tenant's) last published financial statement or, in the case of a privately held corporation, as certified by an officer of said corporation. In the event the net worth of a self-insuring Owner drops below the corresponding net worth requirement set forth above, said Owner (or tenant) shall promptly procure the insurance coverages required in this Subsection, and shall maintain such coverages until its net worth again meets the corresponding net worth requirement set forth in this Subsection.

7. <u>Indemnities</u>. Each Owner of any Parcel comprising a portion of the Entire Property shall defend, indemnify and save harmless each other Owner, its parent, subsidiary and affiliated companies, their respective directors, officers, shareholders, partners, members, agents, employees, tenants, licensees and contractors, from and against any damage, cost, expense, liability or claim thereof (including reasonable attorney fees) provided that such damage, cost, expense, liability or claim is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction or tangible damage to, property arising out of any negligent or wrongful act or omission to act by the indemnifying Owner, its agents, employees, tenants, licensces or contractors, except to the extent that such claims arise out of the negligence or willful misconduct of the indemnified party.

Covenants Running With Land. Except as otherwise specifically provided 8. herein, the rights and interests granted and the covenants, agreements, obligations and liabilities contained in this Declaration shall be rights, interests, covenants, agreements, obligations and liabilities running with the land and shall inure to the benefit of, and be binding upon, the Owners and their respective successors and assigns, owning all or any portion of a Parcel and all persons or entities claiming under them. No Owner shall, unless otherwise provided in this Declaration, have any obligation or liability under this Declaration for any claim or matter accruing or resulting from conditions created subsequent to transfer by such Owner of fee title to its portion of the Entire Property. This Declaration shall continue in full force and effect for fifty (50) years from and after the date of this Declaration as set forth above, and shall thereafter automatically be extended and renewed for successive periods of ten (10) years, unless an Owner gives the other Owners written notice not less than one (1) year prior to the expiration of the initial fifty (50) year term or any ten (10) year renewal thereof, as is applicable, that such Owner elects that this Declaration not be extended and renewed beyond the then current initial term or renewal period. Notwithstanding the foregoing, any such election not to renew shall not cause the termination of or otherwise impact those easements granted herein which are perpetual and those provisions relating to the maintenance, repair, replacement and operation of the improvements provided herein and the reimbursement of the costs associated therewith and any other easements provided in this Declaration, which easements and provisions are specified as

being perpetual or as continuing beyond the term of this Declaration and shall continue in force and effect. The termination of this Declaration shall not limit or affect any remedy at law or in equity that an Owner may have against any other Owner or any remedy at law or in equity that the Village may have against any and all Owners with respect to any liability arising under the terms and conditions of this Declaration.

9. <u>Amendment</u>. The provisions of this Declaration may be modified or amended, in whole or in part, only with the consent of all of the Owners whose Parcels are adversely affected by the amendment or modification, by declaration in writing, executed and acknowledged by all said parties, duly recorded in Cook County, Illinois. It is expressly understood and agreed that no modification or amendment, in whole or in part, shall require any consent or approval on the part of any occupant, Permittee, licensee or tenant of the Entire Property, other than a fee owner and its first mortgagee, if any, pursuant to a recorded mortgage. Notwithstanding the foregoing, this Declaration shall not be modified, amended or repealed with respect to any rights of the Village hereunder without the prior written consent of the Village.

10. <u>No Third Owner Beneficiary</u>. Except as otherwise specified herein, the provisions of this Declaration are for the exclusive benefit of the Owners of the Entire Property, their successors and assigns, and not for the benefit of any third person or entity, nor shall this Declaration be deemed to have conferred any rights, express or implied, upon any third person or entity.

11. <u>Notices</u>. Any notice, request, demand, approval or consent given or required to be given under this Declaration shall be in writing and sent by certified mail or by national overnight courier service which provides written confirmation of delivery, and shall be deemed to have been given three (3) days after the date upon which the notice is deposited for mailing in a United States Post Office or mail receptacle with proper postage affixed in the case of certified mail, and one (1) business day after the date upon which the notice is deposited with a national overnight courier service for guaranteed next business day delivery with all fees and charges prepaid, and mailed/sent to the Owner to be notified at the addresses set forth below, or at the last changed address given by such Owner as herein provided:

If to Declarant:	Stonestreet Esplanade LLC
	740 W. Main Street
	Suite 140
	Barrington, IL 60610

with a copy to:

Firsel Ross 2801 Lakeside Drive, Suite 207 Bannockburn, IL 60015 Attn: Michael D. Firsel

Any Owner may, at any time, change its notice address and/or add additional Owners for purposes of delivery of notices by mailing, as provided above, at least ten (10) days before the

effective date of such change, a notice stating the change and setting forth the new address. If any such notice requires any action or response by the recipient or involves any consent or approval solicited from the recipient, such fact shall be clearly stated in such notice.

12. <u>Captions</u>. The captions of the sections and sub-sections of this Declaration are for convenience only and shall not be considered nor referred to in resolving questions of interpretation and construction.

13. <u>Governing Laws</u>. This Declaration shall be construed in accordance with the laws of the State of Illinois and any applicable federal laws and regulations.

14. <u>No Partnership</u>. Neither anything in this Declaration contained nor any acts of the Owners shall be deemed or construed by the Owners, or any of them, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of association between any of the Owners or any parties to this Declaration.

15. <u>Not a Public Dedication</u>. Except as otherwise specified herein, nothing herein contained shall be deemed to be a gift or dedication of any portion of the Entire Property to the general public or for the general public or for any public purpose whatsoever.

16. <u>Severability</u>. If any term, provision or condition contained in this Declaration shall, to any extent, be invalid or unenforceable, the remainder of this Declaration (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision and condition of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

Waiver of Default. No waiver of any default by any Owner to this Declaration 17. shall be implied from any omission by any other Owner to take any action in respect of such default if such default continues or is repeated. No express waiver of any default shall affect any default or cover any period of time other than the default and period of time specified in such express waiver. One or more waivers of any default in the performance of any term, provision or covenant contained in this Declaration shall not be deemed to be a waiver of any subsequent default in the performance of the same term, provision or covenant or any other term, provision or covenant contained in this Declaration. The consent or approval by any Owner to or of any act or request by any other Owner requiring consent or approval shall not be deemed to waive or render unnecessary the consent to or approval of any subsequent similar acts or requests. The rights and remedies given to any Owner shall be deemed to be cumulative and no one of such rights and remedies shall be exclusive of any of the others, or of any other right or remedy at law or in equity which any such Owner might otherwise have by virtue of a default under this Declaration, and the exercise of onc such right or remedy by any such Owner shall not impair such Owner's standing to exercise any other right or remedy.

18. <u>Exhibits</u>. All exhibits referred to herein and attached hereto shall be deemed part of this Declaration.

19. <u>Counterparts</u>. This Declaration may be executed in counterparts, each of which shall be deemed an original.

20. <u>Approvals</u>. Wherever an approval is required under this Declaration, the approval will not be unreasonably withheld, or delayed, unless otherwise provided under this Declaration.

21. <u>Remedies and Liabilities</u>. Each Owner shall be entitled to exercise any and all other remedies available at law or in equity, including the right to seek to restrain by injunction any violation or threatened violation by any other Owner of any of the terms, covenants or conditions of this Declaration and by degree to compel performance of any such terms, covenants and conditions. Except as specifically provided below, there shall be absolutely no corporate or personal liability of persons, firms, corporations, limited liability companies or entities who constitute an Owner hereto, including, but not limited to officers, directors, managers, employees or agents of an Owner hereto with respect to any of the terms, covenants, conditions, and provisions of this Declaration. In the event of default by a non-performing Owner, the Owner who seeks recovery from a non-performing Owner hereto shall look solely to the interest of such non-performing Owner, its successors and assigns, in the Entire Property for the satisfaction of each and every remedy of the non-performing Owner; provided, however, that the foregoing shall not in any way impair, limit or prejudice the other rights of any Owner.

22. **Priority: Mortgagee Protection.** This Declaration and the rights, easements, covenants and agreements contained herein shall remain prior and superior to any mortgage lien. Notwithstanding the foregoing or any other provision of this Declaration, any lien resulting from any default in or failure to comply with this Declaration or the exercise of any remedy provided for in this Declaration shall be subject and subordinate to any mortgage in favor of a commercial lender (a "Lender Mortgage") with respect to the applicable Parcel in effect at the time notice of lien is recorded, and any purchaser at any foreclosure sale (as well as any transferee by deed in lieu of foreclosure) under such Lender Mortgage shall take title free and clear of any such lien, but otherwise subject to all of the rights, easements, covenants and agreements herein contained. No mortgage lender shall have any liability under this Declaration solely by virtue of its having a mortgage lien on any Parcel. A mortgage lender under a Lender Mortgage shall have the right, but no duty or obligation, to cure or correct a breach of this Declaration by the Owner whose Parcel secures such Lender Mortgage within any applicable cure period provided for such breach to such Owner.

23. <u>Attorneys' Fees</u>. In the event an Owner (including any ground leases) institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing Owner after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

24. <u>Binding Effect</u>. The terms of this Declaration and all easements granted hereunder shall constitute covenants running with the land and shall inure to the benefit of and be binding upon the signatories hereto and their respective successors and assigns who become Owners hereunder. If any Parcel is hereafter divided into two (2) or more separate Parcels by

separation of ownership, ground lease or otherwise, then all of the resulting Parcels shall enjoy and be subject to the benefits and burdens of the easements granted or reserved hereunder.

25. <u>Estoppel Certificates.</u> Each Owner and the Operator within fifteen (15) days of its receipt of a written request from an Owner(s), shall from time to time provide the requesting Owner a certificate binding upon such Owner (and Operator) stating: (a) to the best of such Owner's (or Operator's) knowledge, whether any Owner to this Declaration is in default or violation of this Declaration and if so identifying such default or violation; and (b) identifying any amendments to the Declaration as of the date of such certificate.

26. <u>Force Majeure</u>. For purposes of this Declaration, force majeure delays shall be delays caused by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, adverse weather conditions, riots, insurrection, or other non-economic reasons beyond the reasonable control of the Owner. In no event will any party be excused from making any payment required under this Declaration on account of force majeure delays.

27. <u>Taxes</u>. The Owner of each Parcel within the Entire Property (and the Lot 1 Owner with respect to Lot 3) shall pay or cause to be paid, prior to delinquency, directly to the appropriate taxing authorities all real property taxes and assessments which are levied against such Owner's Parcel.

28. <u>Bankruptcy</u>. In the event of any bankruptcy affecting any Owner or occupant of any Parcel, the parties agree that this Declaration shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not subject to rejection, in whole or in part, by the bankrupt person or entity.

[Signatures appear on the following page]

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

DECLARANT:

STONESTREET ESPLANADE LLC an Illinois limited liability company

By:

Richard F. Cavenaugh, a Manager

nter G. Gypac

NOTARIAL ACKNOWLEDGMENT

STATE OF ILLINOIS)) ss COUNTY OF LAKE)

The foregoing instrument was acknowledged before me this 22nd day of February, 2016, by Richard F Cavenaugh, a Manager of STONESTREET ESPLANADE LLC, on behalf of said company.

Affix seal and commission expiration date.



EXHIBIT A

Legal Description

LOT 9 (EXCEPT THE NORTH 40 FEET THEREOF) IN ARLINGTON PARK OFFICE CENTRE, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 25 AND PART OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 23, 1980 AS DOCUMENT 25466742, IN COOK COUNTY, ILLINOIS.

Common Street Address: 2920-2964 W. Euclid Avenue, Arlington Heights, Illinois 60005

Permanent Index No. 02-25-100-034-0000

EXHIBIT A-1

Legal Description Of Lot 1, Lot 2 And Lot 3

LOT 1:

Part of Lot 9, Arlington Park Office Centre, Village of Arlington Heights, Cook County Illinois being more particularly described as follows:

Beginning at the Southwest comer of said Lot 9; thence North 00 degrees 05 minutes 24 seconds East, 150.00 feet; thence North 07 degrees 52 minutes 47 seconds West, 100.98 feet; thence North 00 degrees 05 minutes 24 seconds East, 80.32 feet; thence South 89 degrees 54 minutes 34 seconds East, 377.85 feet; thence South 00 degrees 05 minutes 2 seconds West, 324.27 feet; thence South 84 degrees 22 minutes 46 seconds West, 60.78 feet; thence North 89 degrees 54 minutes 36 seconds West, 303.37 feet to the point of beginning.

Containing 121,829 square feet or 2.7968 acres

LOT 2:

Part of Lot 9, Arlington Park Office Centre, Village of Arlington Heights, Cook County Illinois being more particularly described as follows:

Commencing at the Southwest comer of said Lot 9; thence North 00 degrees 05 minutes 24 seconds East, 150.00 feet; thence North 07 degrees 52 minutes 47 seconds West, 100.98 feet; thence North 00 degrees 05 minutes 24 seconds East, 80.32 feet; thence South 89 degrees 54 minutes 34 seconds East, 377.85 feet to the point of beginning; thence South 89 degrees 54 minutes 34 seconds East, 158.78 feet; thence South 12 degrees 14 minutes 12 seconds West, 91.51 feet; thence South 00 degrees 05 minutes 24 seconds West, 220.86 feet; thence South 84 degrees 22 minutes 46 seconds West, 140.2 feet; thence North 00 degrees 05 minutes 24 seconds East, 324.27 feet to the point of beginning.

Containing 45,132 square feet or 1.0361 acres

LOT 3:

Part of Lot 9, Arlington Park Office Centre, Village of Arlington Heights, Cook County Illinois being more particularly described as follows:

Commencing at the Southwest corner of said Lot 9; thence North 00 degrees 05 minutes 24 seconds East, 150.00 feet; thence North 07 degrees 52 minutes 47 seconds West, 100.98 feet; thence North 00 degrees 05 minutes 24 seconds East, 80.32 feet; thence South 89 degrees 54 minutes 34 seconds East, 536.63 feet to the point of beginning; thence South 89 degrees 54 minutes 34 seconds East, 146.55 feet; thence South 18 degrees 59 minutes 37 seconds West, 163.79 feet; thence South 07 degrees 39 minutes 4 seconds West, 156.73 feet; thence North 89 degrees 54 minutes 36 seconds West, 92.09 feet; thence North 00 degrees 05 minutes 24 seconds East, 220.86 feet; thence North 12 degrees 14 minutes 12 seconds East, 91.51 feet to the point of beginning.

Containing 36,633 square feet or 0.8410 acres.

EXHIBIT B

<u>Site Plan</u>

EXHIBIT B to Declaration of Easements, Covenants and Restrictions

EXHIBIT C

Exclusive Uses

Starbuck's Exclusive:

Tenant shall not use or allow any other person or entity to use any portion of the Premises for the sale of: (a) whole or freshly ground coffee beans; (b) cspresso, espresso-based drinks or coffee-based drinks; (c) tea or tea-based drinks; (d) gournet, brand-identified brewed coffee; or (e) blended beverages including, without limitation, those containing any of eh following: icc, coffee, espresso, tea, milk, cream, juice and/or fruit.

Notwithstanding anything herein to the contrary, the sale of blended beverages by tenant whose primary use is either (i) the sale of juice and/or fruit drinks (such as "Jamba Juice" or similar tenant) or (ii) the sale of ice cream (such as "Cold Stone Creamery" or similar tenant) shall not be deemed to be in violation the Starbuck's exclusive, provided that tenant does not sell blended beverages that contain coffee, espresso and/or tea.

Full service sit down restaurants with a wait staff and table service serving a complete dinner menu may sell, in conjunction with the sale of a meal, brewed coffee or tea, and hot espresso drinks for on-premises consumption only.

Notwithstanding the foregoing sentence, other fast food or quick service tenants may sell brewed coffee or brewed tea that is not gournet or brand-identified.

Subway Exclusive:

Tenant agrees not to sell, lease, let, use or permit to be used, any property owned or controlled by it within the Building now or at any time during the initial term of this Lease or any renewal thereof to any entity which sells or serves submarine sandwiches.

Esplanade Wine and Liquor:

So long as no Default by Tenant then exists under the Lease, and Tenant is continuously operating its business in the Premises for the Permitted Use, (I) Landlord shall not lease any premises in the Building to any tenant whose primary business is a store specializing in the sale of packaged liquor and wine for off-premises consumption and containing less than 3,000 square feet of gross leasable area and (II) neither Landlord nor any affiliate of Landlord shall permit any other tenant leasing space from Landlord or an affiliate of Landlord in property which is located in the Building or at the Arlington Downs Development to operate a as its primary business is a store specializing in the sale of packaged liquor and wine for off-premises consumption and containing less than 3,000 square feet of gross leasable area area (collectively, the "Excusive Use").

Notwithstanding anything contained herein to the contrary, the Exclusive Use shall not apply to (i) any tenant whose lease permits the assignment thereof or the subletting of the premises demised thereby without the Landlord's express written approval, (ii) any lease for space which predates this Lease, or (iii) any tenant which devotes less than ten percent (10%) of its gross leasable area or derives less than ten percent (10%) of its gross sales from goods and services within the Exclusive Use, or (iv) any tenant who sells liquor and wine for on premises consumption, or (v) any kind or type of restaurant selling liquor and or wine for consumption on the premises, or (vi) the existence of a liquor department in

a store such as Walgreens or CVS. This Rider shall not limit in any way the operation of any occupant occupying more than 3,000 square feet of Floor Area

DeCarlo's Hair Designs:

For long as no Default by Tenant has occurred under this Lease, and Tenant is open and operating its business, Landlord shall not permit the use of any portion of the Property (other than the Premises) for Tenant's Permitted Use (Hair Salon), including the sale of hair care related products.

Aurelio's Pizza:

So long as (i) no Default (as defined in <u>Section 21</u>) by Tenant then exists under the Lease that remains after applicable cure period, and (ii) Tenant is continuously operating its business in the Premises for the Permitted Use, then during the Term, Landlord shall not lease space in the Building to another restaurant operation which has as its primary purpose the sale of cooked, prepared and ready to eat pizza, and so-called "Italian" style dishes for on and/or off Premises consumption ("Exclusive Use") without the prior written consent of Tenant.

Notwithstanding anything contained herein to the contrary, the Exclusive Use shall not apply to (i) any lease for space in the Building which predates this Lease, or (ii) any tenant of the Building which derives less than fifteen percent (15%) of its gross sales from the sale of pizza and so-called "Italian" style dishes. The existing Subway restaurant in the Building is specifically consented to by Tenant and shall not be subject to the Exclusive Use and Landlord may extend the term of the Subway Lease or enter into a new Lease for space in the Property to be operated as a Subway restaurant without Tenant's consent and without violating the Exclusive Use. In addition, if a Subway restaurant is no longer operated in the Building, then Landlord may lease premises in the Building, for use as a business which operates as a "sandwich shop", without Tenant's consent and without violating the Exclusive Use.

EXHIBIT B

Detention Calculations and Overflow Weir Calculations

WESTGATE DENTAL STORM WATER DETENTION CALCULATIONS AND OVERFLOW WEIR CALCULATIONS

Norman J. Toberman & Assoc.

Cliff Toberman, P.E.

	NORMA	N J. TOBE	ERMAN & A	SSOCIATES	, LLC	
	CONSULT	FING CIVI	L ENGINEER	RS & SURVE	EYORS	
			. Wilke Road, St			
			on Heights IL,			
		Phone: (847) 439-8225 Fax	c: 439-8221		
	DIIIIET		TENTION			
Engineer: Clifford J.				ALCULATI	ONS (PROPO	JSED]
Date: 04/27/16						
Project: PROPOSEI						
Location: 2900 W. Eu	clid Ave., Arln	igton Hts. (E	splande Shoppi	ng Center Parci	el 2)	
Project # 15-6464						
					Pervious	Impervious
ot Area(sqft)= 45,263	Bacir	Drainage	Area (sqft) =	45.000	21%	79%
(Acres) = 1.039	0491	i Diamaye		45,263	9,454	35,809
(Acres) - 1.053		0	(Acres) =	1.039	0.217	0.822
		Coeff	of Runoff =	0.86	0.50	0.95
Allow	Rei. Rate =	0.40	(05010005)	-		
	Rel. Rate =		(CFS/ACRE) or			
Allow. Site	Ker. Kate =	0.187	(CFS)	Req	. Infiltration, cft:	2,984
Required	Detention=	0.356	(acre-ft)			
		15,494				
		10,404	(10)			
				<u>.</u>		
		1400	Cn-Adj.	Stored		
	TIME(hr)	I-100 year	Runoff	(Runoff less	Volume	
	0.08	<u>(ln./hr)</u> 10.92	<u>(in/hr)</u>	Release Rate)	(AC-in)/1-acre	·
	0.03	10.92	9.35 8.58	9.17 8.40	0.733 1.428	
	0.25	8.20	7.02	6.84	1.420	
	0.5	5.60	4.79	4.61	2.307	
		3.56	3.05	2.87	2.867	
	2.0	2.23	1.91	1.73	3.458	2
	3.0	1.62	1.39	1.21	3.620	
	4.0	1.39	1.19	1.01	4.039	
	5.0	1.17	1.00	0.82	4.108	
	6.0	0.95	0.81	0.63	3.799	
	8.0	0.81	0.69	0.51	4.107	
	10.0	0.68	0.58	0.40	4.021	
	12.0	0.55	0.47	0.29	3.490	
	14.0 16.0	0.50 0.44	0.43	D.25	3.472	
	18.0	0.44	0.38 0.33	0.20	3.146	
	24.0	0.39	0.33	0.15 0.09	2.769 2.254	
		49.35	U.L1	0.03	2.204	
	<u>ə-IN/1- acrə)</u>	<u>(ft / in)</u>		(sile_acres)		
Required Volume			1.00*	1.039	=	0.3557 (acre-f
				1000		
						15,494 (cft)

÷

LESS EXISTING CONDITIONS REQUIRED DETENTION STORAGE: _____2,129 cft

REQUIRED DETENTION: 13,365 cft



	N J. TOBER	CIVIL I	ENGI	NEERS	s,	LL
	115 S. Wilk Ariington (Phone: (847) 43	leights IL	, 6000	F		
	DETENTION	SUM	IARY			
Engineer: Clifford J. Toberman						Date: 4/27/201
Project: Proposed Westgate					L	Project # 15-6464
Location: 2990 W. Euclid Ave.	- Esplanado Shi	opping Ce	ntor Pr	operty		<u> </u>
	60" Dia. Over	low_Strue	cture (i	<u>#1)</u>		163 cu.ft.
Water Depth to High Water, ft	8.3	SIZE,	nches	6	0	
LOWER INVERT	703.7					
HIGH WATER	712,00					
AREA, sqft	19.83					
CTORN TR		T (#16)				7,619 cu.fL
Water Depth to High Water, ft	AP U/G VAUL 4.00		A, sqft	2082	n	1,013 COUL
LOWER INVERT	708.67			125.2062		
UPPER INVERT	711.17			16.46882		21
HIGH WATER	712	VOLUME	UNIT	500.8249	7	10517
Area Under Vault		Batte		-	_	A48
ggregate Depth Below Vault, Inches	5 Void 12 Void		0.36 0.35	0.	5 0	418 cu.ft. 836 cu.ft.
	12 YOR	4704U	0.30	1.		gas blith
4,75' x 8,75' Storm	Water Quality	Structur	e (#18	1		189 cu.ft.
Water Depth to High Waler, ft	4.5		inches		2	
LOWER INVERT	707.5					
HIGH WATER						
AREA, sqft	42,00					
	46" Dia. Calc	h Basin (#4)			55 cu.ft.
Water Depth to High Water, ft	4,4	SIZE	Inches	4	8	
LOWER INVERT HIGH WATER	707.6					
AREA, sqf						
	48" Dia, Cato	h Basin (#51			54 cu.it.
Water Depth to High Water, ft			holes		8	99 VU.IL
LOWER INVERT	707.70				~	
HIGH WATER						
AREA, sqf	12.56					
	46" Dia, Cato					52 cu.ft.
Water Depth to High Water, ft LOWER INVERT	4.17 707.83	SIZE,	inches	•	48	
LOWER INVERT						
AREA, sqf						
	48" Dia. Catc	h Basin (#7)			52 cu.ft.
Water Depth to High Weler, N	4.17		Inches		18	
LOWER INVERT						
HIGH WATER AREA, sof						
	24" Dia, Cato					12 cu.ft.
Water Depth to High Water, fl		SIZE,	inches	;	24	
LOWER INVERT HIGH WATER	708.32					
AREA, sqf						
	er pipe (#14, #					195 cu.ft.
LENGTH, F		SIZE,	inches		12	
LOWER INVERT						
HIGH WATER						
AREA, sqf						
	8" sewer pipe	/#251				25 cu.ft.
LENGTH, F			Inches		в	20 0036
LOWER INVERT		the film in a	ar a ser rigid		-	
UPPER INVERT	708.32					
HIGH WATER						
AREA, sql	t 0.35					
			S	ub-Tot	ai	9,670 cu.ft.
Add	Existing Sh	opping	Cent	ter Crea	lit	3,223 cu.ft.
				t Storag		
				Tota		15,542 cu.ft.
		Dater	ition	Require)d	15,494 cu.ft.
	Even		tion	Provid	sel	48 cu.ft.

3- <u>→</u>.

η.,

+



NORMAN J. TOBERMAN & ASSOCIATES CONSULTING ENGINEERS 4/27/2016 14:35 **DETENTION VOLUMES FOR PROJECT # 15-6464** NEW DENTAL BUILDING, ARLINGTON HEIGHTS IL

PROPOSEI		ON VOLU CONTOUR	MES (BY AVG'ED <u>AREA</u>	CONTO HEIGHT (FT)	JRS) Volume (FT3)	CUMULATIVE VOLUME <u>(FT3)</u>
			403	0.20	2	2
	711.2	403	602	0.20	120	- 122
	711.4	800	1094	0.10	109	000
	711.5	1388	1094	0.10	109	232
	711,75	3725	2557	0.25	639	871
HIGH-WATER	712	10501	7113	0.25	1,778	2,649

PARIANG LOT STORAGE-~



1

unnai nan C CXC, NO

THE PROPERTY ANCE CALCUL	VS. Allowable Discharge (ft3/sec) = 0.85 cfs PER POND PACK CLOGGED RESTRICTOR		PRIMARY OVERFLOW IS AT PAVEMENT AT NORTHEAST CORNER Discharge Coefficient, Cd = 3.0 Cd Coeff * L * H**3/2 Length of Weir (ft), L= 5.0 Top Of Wall Grades at North end of Vault Weir Base Elevation = 712.00	Cd = 2.5 grass vs. 3.0 concrete	INTERNAL WEIR IN OVERFLOW STRUCTURE "PRIMARY OVERFLOW" CONVEYANCE CALCULATION S USE: WIERS-CIPOLLETTI WEIR DISCHARGE FORMULA	ENGINEER: CLIFF TOBERMAN, P.E. E-mail cliff@toberman.us	115 S. Wilke Ave., Suite 301, Arlington Hts., IL 60005 (847) 439-8225		ALL RD J. TO
--------------------------	--	--	--	---------------------------------	---	---	---	--	--------------

.

Type.... Master Network Summary Page 3 Name.... Watershed File.... C:\HAESTAD MODELS\westgate dental use this (4/17-16-)-clogged res.ppw (10660)RESTAL

MASTER DESIGN STORM SUMMARY

Network Storm Collection: COOK COUNTY

Return Event	Total Depth in 7.5800	Rainfall Type Synthetic Curve	0-10	RNF ID 3rdQ 50%



Target Convergence= .000 cfs +/-Max. Iterations = 35 loops ICPM Time Step = .0500 hrs Output Time Step = .0500 hrs ICPM Ending Time = 24.0000 hrs -------------------

ICPM CALCULATION TOLERANCES

> MASTER NETWORK SUMMARY SCS Unit Hydrograph Method

(*Node=Outfall; +Node=Diversion;) (Trun= HYG Truncation: Blank=None; L=Left; R=Rt; LR=Left&Rt)

Node ID		Туре	Return Event	HYG Vol cu.ft	Trun	Qpeak hrs	Qpeak cfs	Max WSEL ft	Max Pond Storage cu.ft
*OUTLET BASIN		T-E	100	14333	R	14.8500	.85	709.07	
SITE1.039A C	N96	AREA	100	26785		14.8000	.85		
STORAGE		POND	100	26701	R	14.8000	.85		
STORAGE	out	POND	100	14333	R	14.8500	.8,5	712.08	12375
							φ		

S/N: 66e3af67-89ff-4654-a545-8d248a7e03d8\: Bentley PondPack (10.01.04.00)

Bentley Systems, Inc. 4/27/2016

WEIR OVER FLOW



Emergency Contact Form

Arlington Heights Police Department

Emergency Information Card

, ¹⁵

5.5

Fill in all information by tabbing to each field.
 When completed, save the form and send as an attachment to: tmorales@val.com.

Completed forms may also be printed and submitted in the following manner:

- By Mail: Arlington Heights Police Department 200 E. S gwalt Street, Arlington Heights, IL 60005 Attention: Police Administration
- By Fax: (847) 368-5970 Attention: Police Administration

In Person: Dropped off at the Arlington Heights Police Department's front desk for forwarding to Police Administration. Arlington Heights Police Department 200 E. Sigwalt Street Arlington Heights, IL 60005-1499 Phone: 847/368-5300

Print Form (To Mail

Name (Firm or Residence)	Peter A. Kics, DDS, LTD
Address/City	2900 W Erclid Ave (TBD) New contraction
Telephone Number	847-577-7171 (780)
Date Information Obtained	5/3/2016
IN CASE OF EMERGENCY PL	EASE CALL:
Contact #1	
Name	Peter Lics
Address/City	1234 N. Rivennal Ct Palatine, 11. 60067
Telephone Number	847-202-1538
Ceil Number	847-331-5938
Contact #2	
Name	Teja Kics
Address/City	1234 Nr. Rosenwal (St. Pulane, 16 60067

Telephone Number

Cell Number

1234 N. Rusenud (St. Pulane, 12 60067 847-202-1538 847-331-7361

Alarm System

]	N	Ø

X Yes	Phone number:	TBD	
Alarm Company Name	TAD		