**AGENDA FOR THE BOARD OF TRUSTEES**
**Monday, June 15, 2026, 7:30 P.M.**
**Livestream available at Channel 10 and Village website**

Call to Order
Roll Call
Pledge of Allegiance
Proclamation – Juneteenth
Recognition – Commander Greg Hury 25 Years of Service
Minutes of Previous Meeting
Treasurer's Report
Bills and Payroll
Public Comment

## REPORTS

## CONSENT AGENDA

| | |
|---|---|
| 26-59 | Resolution Authorizing Purchase of a New Unmarked Police Vehicle |
| 26-69 | Resolution Approving 2026 SRO Agreement with Dist. 113 |
| 26-70 | Resolution Approving Lake County Health Department Animal Control Agreement |

## OLD BUSINESS

| | |
|---|---|
| 26-56-1 | Ordinance Authorizing for a Zoning Variation from Article 2.02D Section 1 of the Deerfield Zoning Ordinance to Allow the Principal Structure to be Located at 27.69 Feet at 821 Woodward Avenue in Lieu of the 31 Foot Average Setback |
| 26-60 | Public Hearing on a Finding of Substantial Conformance for a Final Development Plan for the 112-Unit Residential Planned Unit Development, Approval of a Final Plat of Subdivision for the 155 N. Pfingsten Road Property |
| 26-61 | Ordinance Approving an Amendment to the Future Land Use Plan of the Comprehensive Plan of the Village of Deerfield for the Property Located at 155 N. Pfingsten Road |
| 26-62 | Ordinance Rezoning the Property Located at 155 N. Pfingsten Road to the R-5 General Residence District |
| 26-65 | Resolution Approving a Preliminary and Final Plat of Subdivision |
| 26-63 | Ordinance Amending Section 9.02-A of "The Village of Deerfield Zoning Ordinance 1978", as Amended, to Allow Signage for a Day Care Center and Nursery School Use in the R-5 General Residence District |
| 26-64 | Ordinance Approving a Special Use Permit for a Residential Planned Unit Development in the R-5 District, A Special Use Permit for a Children's Day Care Center and Nursery School Use in the R-5 District, a Final Planned Unit Development Plan, and Certain Exceptions Within a Planned Unit Development |
| 26-66 | Resolution Approving a Subdivision and Development Agreement |

## NEW BUSINESS

| | |
|---|---|
| 26-67 | Resolution to Award Contract for 2026 Street Light System Upgrades |
| 26-68 | Resolution to Purchase Water Meters from Midwest Meter Inc |

Items for Discussion by Mayor and Board of Trustees
Motion to Enter into Closed Session Pursuant to ILCS 120/2 Sections 2(c)(5) and 2(c)(6)
Reports of the Village Manager
Adjournment

**Juneteenth Proclamation**

**WHEREAS**, Our country is made up of people from every nation on earth, who are declared equal not only in freedom but also in justice, both of which are essential for a healthy human civilization; and

**WHEREAS**, Our nation was conceived on July 4th, 1776 with the Declaration of Independence, the classic statement being: "We hold these truths to be self-evident, that all men are created equal, that they are endowed by their Creator with certain unalienable Rights, that among these are Life, Liberty and the pursuit of Happiness"; and

**WHEREAS**, At 2:00 p.m. on New Year's Day, January 1, 1863, using his war powers as President, Abraham Lincoln signed the Emancipation Proclamation, providing that all persons held as slaves within any State or designated part of a State "shall be then, thenceforward, and forever free;" and

**WHEREAS**, The Emancipation Proclamation made the permanent abolition of slavery a Union war aim and provided the legal framework for the emancipation of nearly all four million slaves as the Union armies advanced; and

**WHEREAS**, Hearing of the Proclamation, many slaves escaped to Union lines as the army units moved south; and

**WHEREAS**, On June 19, 1865, almost 2 ½ years later, Major General Gordon Granger arrived in Galveston, Texas, and announced the end of both the Civil War and slavery, with this announcement: "The people of Texas are informed that, in accordance with a proclamation from the Executive of the United States, all slaves are free. This involves an absolute equality of personal rights and rights of property, between former masters and slaves and the connection heretofore existing between them, becomes that between employer and hired labor. The Freedmen are advised to remain at their present homes and work for wages. They are informed that they will not be allowed to collect at military posts; and they will not be supported in idleness either there or elsewhere"; and

**WHEREAS**, Texans began the celebration of Juneteenth in 1866, with community events such as parades, cookouts, prayer gatherings, musical performances and historical cultural readings; some communities purchased land for Juneteenth celebrations, such as Emancipation Park in Houston, TX; and as freed families emigrated from Texas to other parts of the United States, they carried the Juneteenth celebration with them; and

**WHEREAS**, in 2021, the State of Illinois made Juneteenth an official State holiday.

**NOW, THEREFORE**, I, Mayor Daniel C. Shapiro, do hereby proclaim June 19th, 2025, as Juneteenth in the Village of Deerfield.

Proclaimed this 15th day of June, 2026.

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Daniel C. Shapiro, Mayor

June 1, 2026

The regular meeting of the Board of Trustees of the Village of Deerfield was reconvened on June 1, 2026, at 7:30 p.m. at Deerfield Village Hall. The clerk called the roll and announced that the following were

| | |
|---|---|
| Present: | Dan Shapiro, Mayor<br>Robert Benton<br>Larry Berg<br>Jesse Greenberg<br>Elaine Jacoby<br>Mary Oppenheim |
| Absent: | Jennifer Goldstone |

and that a quorum was present and in attendance. Also present were Assistant Village Manager Justin Keenan and Benjamin Schuster, Village Attorney.

PLEDGE OF ALLEGIANCE — Southern Illinois University doctoral student Shannon Christensen and Commander Oliver Cachola led those in attendance in the Pledge of Allegiance.

PROCLAMATION — Mayor Shapiro proclaimed the month of June, 2026 as LBGTQ+ Pride Month in the Village of Deerfield, and encouraged all community residents to eliminate prejudice wherever it exists and to celebrate our great diversity by celebrating our LGBTQ+ friends.

Trustee Benton moved to accept the Proclamation. Trustee Oppenheim seconded the motion. The motion passed unanimously on a voice vote.

Mayor Shapiro presented Communications Coordinator David Fitzgerald-Sullivan with the Proclamation. Mr. Fitzgerald-Sullivan reported the Community Relations Commission will be at the June 20 Farmer's Market for Pride Day with new swag bags and temporary tattoos.

PRESENTATION — Mayor Shapiro presented Ms. Christensen with a certificate of appreciation for her work creating job descriptions for the police department. Chief Sliozis reported that, Commander Cachola reached out to SIU to see if they were interested in updating the job descriptions. Ms. Christensen and her team did an outstanding job and the Department looks forward to implementing the changes. Commander Cachola reported Ms. Christensen is a doctoral student and Peyton Ballington is a master's student who dedicated countless hours toward this project. Their work will strengthen recruitment, accountability and employee development. Commander Cachola thanked Ms. Christensen and Ms. Ballington for their dedication and presented Ms. Christensen with a certificate of appreciation.

Ms. Christensen thanked the police department for trusting her with the tremendous opportunity.

PRESENTATION — Assistant to the Village Manager Jessica Sciarretta provided an update on the America250 Committee. The committee included representatives from 13 organizations. 72 banners honoring veterans related to Deerfield are proudly displayed at Deerfield and Waukegan Roads. Patrol vehicles and the Public Works fleet are displaying special America250 decals. The Deerfield Park District day camp will help create a community American flag mural using handprints at Jewett Park. The Village will be hosting a time capsule ceremony on July 10 at 10 a.m. The Deerfield Historic Society will be hosting a walk featuring historical figures. The Optimist Club will be sponsoring a face painter. The Lyons Club will be displaying "Leo the Lion" at the Breakfast in the Park. District 109 students will be writing letters to their future selves. The Rotary Club will have special branding for their annual 5K race on July 4. Ms. Siarretta thanked the Mayor and Board for their support.

APPOINTMENTS — On behalf of the Volunteer Engagement Committee, Mayor Shapiro recommended appointing Caren Ettleman to the Family Days Commission.

Trustee Oppenheim moved to accept the appointment. Trustee Berg seconded the motion. The motion passed by the following vote:

AYES: Benton, Berg, Greenberg, Jacoby, Oppenheim (5)
NAYS: None (0)

On behalf of the Volunteer Engagement Committee, Mayor Shapiro recommended appointing Ross Peters to the Community Relations Committee.

Trustee Berg moved to accept the appointment. Trustee Benton seconded the motion. The motion passed by the following vote:

AYES: Benton, Berg, Greenberg, Jacoby, Oppenheim (5)
NAYS: None (0)

DOCUMENT APPROVAL — Trustee Oppenheim moved to approve the minutes from the May 18, 2026, Board of Trustees meeting. Trustee Berg seconded the motion. The motion passed unanimously on a voice vote.

BILLS AND PAYROLL — Trustee Oppenheim moved to approve the bills and payroll dated May 18, 2026. Trustee Greenberg seconded the motion. The motion passed by the following vote:

AYES: Benton, Berg, Greenberg, Jacoby, Oppenheim (5)
NAYS: None (0)

PUBLIC COMMENT

There were no public comments on non-agenda items.

## REPORTS

REPORT AND RECOMMENDATION OF THE BOARD OF ZONING APPEALS RE: REQUEST FOR A ZONING VARIATION FROM ARTICLE 2.02D SECTION 1 OF THE DEERFIELD ZONING ORDINANCE TO ALLOW THE PRINCIPAL STRUCTURE TO BE LOCATED AT 27.69 FEET AT 821 WOODWARD AVENUE IN LIEU OF THE 31 FOOT AVERAGE SETBACK

Mayor Shapiro reported a Public Hearing was held on May 12, 2926 to consider the request to construct a new front addition to the home at 821 Woodward Avenue, with a front setback of 27.69" in lieu of the required 31' average setback of the established street as required. The Board of Zoning Appeals concluded that the requested variation was based on a reasonable use of the land and satisfied the Standards for Variation specified in Chapter 13 of the Zoning Code. The BZA voted 6-0 in favor of the request and making a favorable recommendation to the Board of Trustees.

Building Supervisor Steve Cutaia reported the applicants, Mr. and Mrs. Blanton, would not need a variation if the Zoning Ordinance did not require the average setback of the established street.

Trustee Berg moved to accept the report and recommendation of the Board of Zoning Appeals regarding the variation request for the property located at 821 Woodward Avenue. Trustee Benton seconded the motion. The motion passed by the following vote:

AYES: Benton, Berg, Greenberg, Jacoby, Oppenheim (5)
NAYS: None (0)

## CONSENT AGENDA

There were no items on the Consent Agenda.

## OLD BUSINESS

There was no Old Business.

## NEW BUSINESS

RESOLUTION R-26-27 APPROVING A PUBLIC RIGHT OF WAY USE

Assistant Director of Public Works and Engineering Tyler Dickinson reported private fiber-optic

AGREEMENT WITH I3 BROADBAND LLC

utility companies have been aggressively expanding within the area. The companies install new fiber-optic networks throughout a municipality to help meet the rising demand for high-speed internet. The fiber optic networks generally support a high percentage of a municipality through multi-year projects. As opposed to utilizing the general right of way ordinance, a specific agreement between the municipality and fiber company for this work is normally obtained prior to the start of construction. Having an agreement in place prior to the work allows for the Village, and the private fiber company, to know the requirements and expectations prior to the start of such a large construction project.

Village staff has worked with the Village Attorney to craft a template for a public right of way agreement that details the Village's requirements including timing restrictions, notification procedures, easement use and restoration requirements. Rather than applying the bond requirements, the Village would require one $100,000 bond to be maintained throughout the duration of the buildout.

The first fiber company that has agreed to the public right of way agreement is i3 Broadband LLC. Staff has met with their team to discuss construction operation requirements and requests the Board of Trustees approve a public right of way use agreement with i3 Broadband LLC.

Mayor Shapiro noted both i3 Broadband and the Village will notify residents prior to construction. He stated the construction will be rolling through the neighborhoods. Mr. Schuster noted the Village cannot charge a franchise fee. It will be much easier for staff to have one bond than have a different bond for each block. Mr. Schuster noted if another fiber company wanted to sign an agreement, they could also come into the Village. Mr. Dickinson noted most fiber companies do not build over other fiber companies.

Trustee Oppenheim moved to adopt the Resolution ratifying the agreement. Trustee Benton seconded the motion. The motion passed by the following voter:

AYES: Benton, Berg, Greenberg, Jacoby, Oppenheim (5)
NAYS: None (0)

RESOLUTION R-26-28 APPROVING AN AGREEMENT FOR ENGINEERING RELATED SERVICES FOR UTILITY INSTALLATION

Mr. Dickinson reported fiber-optic networks generally support a high percentage of a municipality through multi-year projects. This project will provide service, thereby affecting nearly every property within the Village and will require extensive plan reviews prior to issuing permits, as well as necessitating oversight during construction. As such, the Village is seeking to partner with an area engineering firm to provide this effort throughout the fiber installation process.

The development agreement requires that an outside professional engineering firm perform permit plan reviews, construction observation, on-site inspections, and construction documentation to ensure compliance with approved engineering plans and specifications. Staff

conducted interviews with various engineering consultants in early 2024 as part of the qualifications-based selection process. Christopher B Burke Engineering, Ltd. (CBBEL) demonstrated their ability to best meet our needs for this project and has done so on past projects as well. Their familiarity with utility development and understanding of local, county and state requirements associated with this project makes CBBEL an ideal candidate for the project. Mr. Dickinson noted this is a pass-through expense but may need to be increased based on the amount of time this project will take. He reported they would be digging in the backyard easements of 5500 homes over the next two years. They are currently focusing strictly on residential properties. Trustee Greenberg asked if there is a process for homeowners to follow if they do not feel their yards were properly restored. Mr. Dickinson explained they should call the Village.

Trustee Benton moved to accept the Resolution approving an agreement with Christopher B. Burke Engineering Ltd. For engineering related services for utility maintenance in an amount not to exceed $240,000. Trustee Oppenheim seconded the motion. The motion passed by the following vote:

AYES: Benton, Berg, Greenberg, Jacoby, Oppenheim (5)
NAYS: None (0)

DISCUSSION.

CONGRATULATIONS — Mayor Shapiro congratulated Ms. Sciarretta on her promotion to Assistant to the Village Manager.

MEMORIAL DAY RECAP — The Memorial Day events took place on June 25 starting at 10 a,m, at the Jewett Park Community Center. It was a very moving ceremony.

FIRST FOOD TRUCK WEDNESDAY — The inaugural food truck for this year will be on June 3 at the Jewett Park Hazel Avenue parking lot. There will be live music, sponsors, food and drinks. Mayor Shapiro noted there will be six events with 13 trucks this year.

RECYCLE RALLY — There will be a recycling event on June 6 at Public Works from 9 a.m. – noon. Electronics, clothing and shoe recycling will be at the Public Works facility. Mayor Shapiro thanked the Greenhouse Gas Working Group for volunteering at the event.

ART FAIR — The Deerfield Art Festival will take place June 6 and 7 from 10 a.m. to 5 p.m. with original art and activities. There will be multiple live entertainment acts and activities for kids.

RESTAURANT TASK FORCE — The second meeting of the Restaurant Task Force will be held on June 9, 2026. The first meeting went very well.

FARMERS MARKET — The first Farmers Market will be June 13 from 7 a.m. to 12:30 p.m. on Park Avenue. The last Farmers Market will be October 24.

TRUSTEE IN THE TOWN — Mayor Shapiro asked the Board to connect with Mr. Fitzgerald-Sullivan on their availability for Trustee in the Town.

RIBBON CUTTING — The ribbon cutting at the Deerfield Supported Living will be on Monday, June 15, from 10 a.m. to 1 p.m.

E-BIKES AND E-SCOOTERS — Trustee Greenberg noted the State legislature passed a bill to regulate e-bikes and e-scooters across the State. The legislation will take effect in 2027. Mr. Schuster believes it will be easier to regulate as each municipality will have the same regulations.

ADJOURNMENT — There being no further business or discussion, Trustee Greenberg moved to adjourn the meeting. Trustee Berg seconded the motion. The motion passed unanimously on a voice vote. The meeting was adjourned at 8:13 p,m.

The next regular Board of Trustees meeting is scheduled to take place on Monday, June 15, at 7:30 pm.

APPROVED:

_____
Mayo

ATTEST:

_____
Village Clerk

**TREASURER'S REPORT**
**May 31, 2026**

# HIGHLIGHT REPORT
May 31, 2026

## SALES TAX (non home-rule)*

| SALES MONTH | RECEIPT MONTH | 2024 ACTUAL | 2025 ACTUAL | 2026 ACTUAL | % CHANGE PRIOR YR. PERIOD | TOTAL 12 MONTHS RUNNING | % CHANGE ANNUAL TOTALS |
|---|---|---|---|---|---|---|---|
| | | | | | | 4,530,372 | |
| October | January | 367,199 | 384,506 | 477,793 | 24.3% | 4,575,722 | 1.0% |
| November | February | 361,263 | 360,439 | 471,614 | 30.8% | 4,688,907 | 2.5% |
| December | March | 353,065 | 610,694 | 614,540 | 0.6% | 4,741,623 | 1.1% |
| January | April | 292,667 | 315,656 | 445,776 | 41.2% | 4,832,063 | 1.9% |
| **February** | **May** | **269,903** | **316,352** | **384,234** | **21.5%** | 4,893,212 | 1.3% |
| March | June | 304,331 | 349,681 | | 14.9% | 4,994,518 | 2.1% |
| April | July | 319,943 | 433,128 | | 35.4% | 5,121,667 | 2.5% |
| May | August | 414,750 | 467,466 | | 12.7% | 5,214,954 | 1.8% |
| June | September | 364,812 | 455,252 | | 24.8% | 5,326,129 | 2.1% |
| July | October | 405,703 | 466,852 | | 15.1% | 5,329,975 | 0.1% |
| August | November | 361,443 | 462,749 | | 28.0% | 5,460,095 | 2.4% |
| September | December | 371,743 | 498,892 | | 34.2% | 5,527,977 | 1.2% |
| TOTAL | | 4,186,822 | 5,121,667 | 2,393,957 | | | 20.1% |
| YTD Subtotal | | 1,644,097 | 1,987,647 | 2,393,957 | | | |

*excludes all Walgreen's National activity

## MAJOR REVENUE SOURCES

| Revenue Items | May | Fiscal YTD | Projected YTD | Variance | FY Budget | Current FY Projection |
|---|---|---|---|---|---|---|
| Sales Tax (non-HR) | 395,268 | 2,509,098 | 2,334,375 | 174,723 | 5,602,500 | 5,602,500 |
| Home Rule Sales Tax | 274,672 | 1,830,365 | 1,959,167 | (128,802) | 4,702,000 | 4,702,000 |
| Water Sales | 404,139 | 1,998,200 | 2,677,500 | (679,300) | 6,426,000 | 6,426,000 |
| Interest* | 219,276 | 1,018,207 | 492,083 | 526,124 | 1,181,000 | 1,181,000 |
| Sewer Use Charge | 254,644 | 1,248,874 | 1,562,083 | (313,209) | 3,749,000 | 3,749,000 |
| Hotel Tax | 159,393 | 664,946 | 791,667 | (126,721) | 1,900,000 | 1,900,000 |
| Electric Utility Tax | 0 | 415,151 | 416,667 | (1,516) | 1,000,000 | 1,000,000 |
| State Income Tax | 593,868 | 1,809,628 | 1,250,000 | 559,628 | 3,000,000 | 3,200,000 |
| Food & Beverage Tax | 71,312 | 348,044 | 312,500 | 35,544 | 750,000 | 750,000 |
| Building Permits | 291,122 | 874,853 | 541,667 | 333,186 | 1,300,000 | 1,300,000 |

*All budgeted funds (excluding police pension)

**OPERATING FUNDS (GENERAL, WATER, SEWER, GARAGE) SUMMARY**

| | | | | | | |
|---|---|---|---|---|---|---|
| Revenues | 3,639,010 | 15,246,636 | 15,473,374 | (226,738) | 40,973,770 | 40,973,770 |
| Expenditures | 4,503,239 | 15,229,694 | 16,629,398 | (1,399,704) | 43,396,925 | 43,396,925 |

## REVENUES AND EXPENDITURES

Net sales tax typically decreases in May since receipts are related to February sales. YTD sales tax continues to exceed the prior two years due to increase cost of goods and internet sales. State income tax increased as expected due to tax returns being filed and paid in April. Electric utility tax was collected shortly after month end. Vehicle license sales began in May. Notable expenditures in May include construction & engineering costs, annual general liability insurance, debt service payments and 3 payrolls.

## CASH AND INVESTMENTS

As of May, 2026, 100% of available cash was invested at an estimated average annualized interest rate of 3.81 compared to an average rate of 3.60% for the 90-day Treasury bill.

**CASH POSITION ANALYSIS**
May 31, 2026

**TOTAL CASH AND INVESTMENTS**

| | CURRENT MONTH | PRIOR MONTH | CHANGE | EXPLANATION |
|---|---|---|---|---|
| **OPERATING FUNDS** | | | | |
| GENERAL | 33,499,033 | 33,487,684 | 11,349 | Prop tax, liab ins, 3 payrolls |
| WATER | 1,175,364 | 1,325,990 | (150,626) | Liab ins, 3 payrolls |
| SEWER | 559,076 | 871,531 | (312,455) | Liab ins, 3 payrolls |
| REFUSE | 1,015,439 | 1,110,117 | (94,678) | |
| PARKING LOTS | (167,835) | (169,499) | 1,664 | |
| GARAGE | 18,433 | 51,865 | (33,432) | |
| VEH & EQUIP | 7,533,500 | 7,429,945 | 103,555 | |
| DEBT SERVICE | 268,733 | 770,164 | (501,431) | Prop tax, debt service payments |
| **TOTAL ALL OPERATING** | 43,901,743 | 44,877,797 | (976,054) | |
| **CAPITAL FUNDS** | | | | |
| INFRASTRUCT REPLACE. | 3,695,533 | 3,673,397 | 22,136 | |
| BOND PROCEEDS | 3,682,224 | 4,487,186 | (804,962) | Proj cost |
| TIF #3 (DOWNTOWN) | 600,019 | 591,575 | 8,444 | |
| MOTOR FUEL TAX | 455,690 | 629,090 | (173,400) | Proj cost |
| **TOTAL ALL CAPITAL** | 8,433,466 | 9,381,248 | (947,782) | |
| **TOTAL CAP. AND OPER.** | 52,335,209 | 54,259,045 | (1,923,836) | |
| **OTHER FUNDS** | | | | |
| POLICE PENSION | 80,166,592 | 77,672,199 | 2,494,393 | Mkt val change |
| CONSOLIDATED JETSB (911) | 3,954,394 | 3,957,708 | (3,314) | |
| 2011 B SINKING FUND * | 10,201,769 | 10,186,341 | 15,428 | |

* Restricted for payment of 2011B bonds in 2028

**Village of Deerfield**

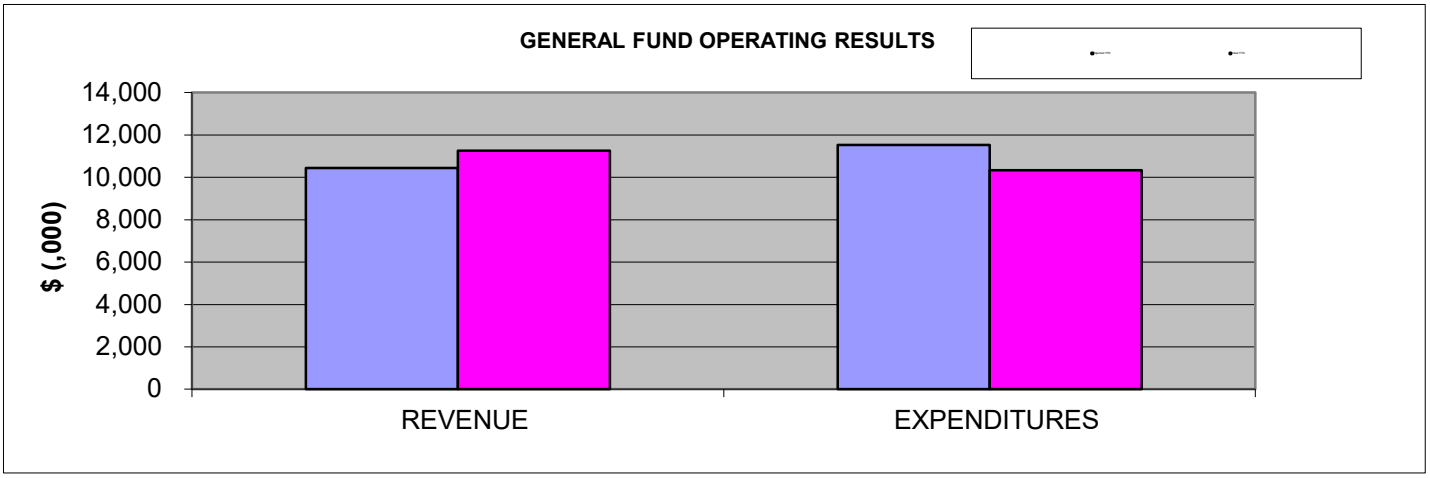
**Expenditure Report - May 31, 2026 - 42% of Year**

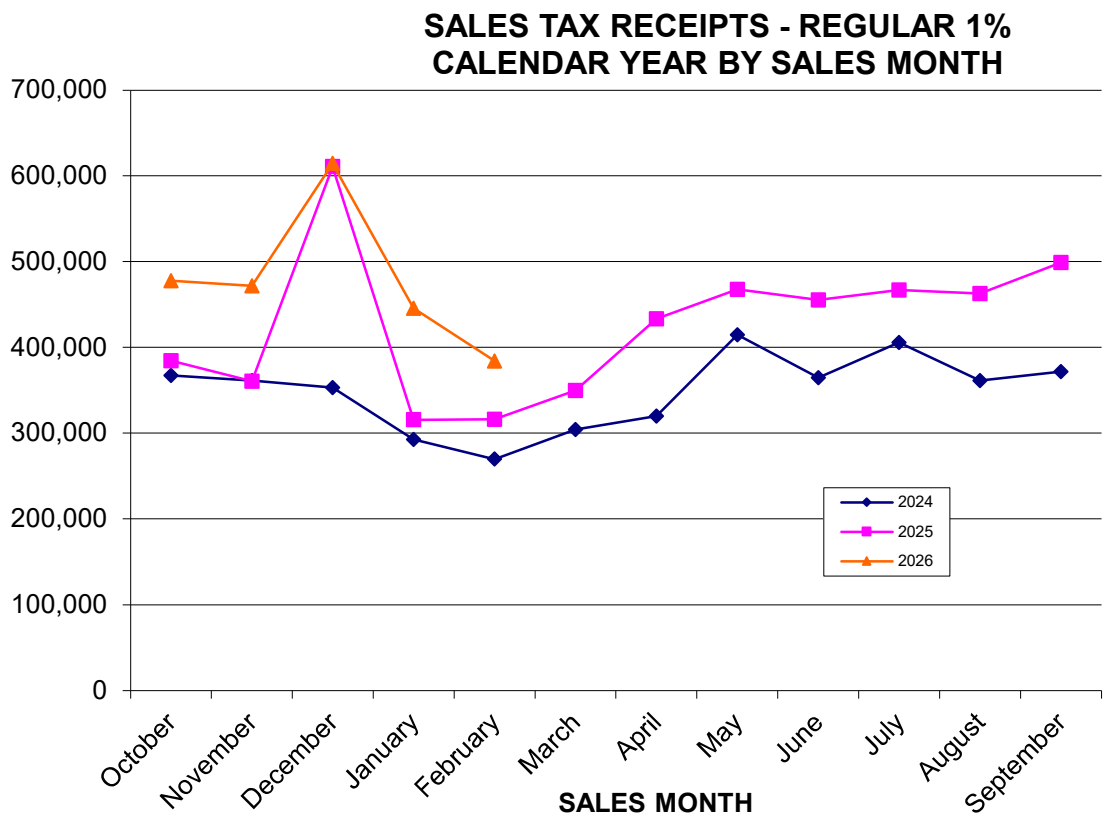
| FUND/DEPARTMENT (function) | May Expenditures | Projected Y-T-D | Actual Y-T-D | Variance | Budget 2026 | % of Budget | Prior Year % |
|---|---|---|---|---|---|---|---|
| 10 GENERAL FUND | | | | | | | |
| Finance | 290,107 | 1,953,582 | 1,118,953 | 834,629 | 5,858,147 | 19.1% | 20.2% |
| Administration | 367,935 | 1,423,218 | 1,270,738 | 152,480 | 3,415,724 | 37.2% | 40.4% |
| Comm. Development | 224,690 | 987,090 | 904,644 | 82,446 | 2,369,017 | 38.2% | 41.4% |
| Engineering | 105,300 | 646,965 | 392,755 | 254,210 | 1,552,717 | 25.3% | 34.9% |
| Street | 498,754 | 1,457,438 | 1,656,207 | (198,770) | 3,497,850 | 47.3% | 41.9% |
| Police | 1,440,353 | 5,060,184 | 4,995,676 | 64,508 | 13,744,441 | 36.3% | 35.3% |
| TOTAL GENERAL | 2,927,139 | 11,528,478 | 10,338,973 | 1,189,505 | 30,437,896 | 34.0% | 33.2% |
| 54 SEWER | | | | | | | |
| Administration | 619,492 | 722,875 | 988,089 | (265,214) | 2,451,720 | 40.3% | 32.3% |
| Cleaning & Maint. | 57,888 | 165,417 | 214,100 | (48,683) | 397,000 | 53.9% | 51.7% |
| Construction | 32,648 | 194,542 | 133,898 | 60,644 | 466,900 | 28.7% | 34.1% |
| Treatment Plant | 214,726 | 1,018,571 | 873,320 | 145,251 | 2,444,571 | 35.7% | 39.1% |
| TOTAL SEWER | 924,754 | 2,101,404 | 2,209,407 | (108,003) | 5,760,191 | 38.4% | 36.5% |
| 50 WATER | | | | | | | |
| Administration | 181,373 | 366,999 | 406,853 | (39,854) | 880,798 | 46.2% | 45.6% |
| Main & Hydrant Maint. | 89,697 | 360,958 | 387,949 | (26,991) | 866,300 | 44.8% | 47.2% |
| Distribution | 318,840 | 1,931,371 | 1,647,152 | 284,219 | 4,635,290 | 35.5% | 29.9% |
| Meter Maintenance | 2,378 | 125,417 | 30,201 | 95,216 | 301,000 | 10.0% | 20.9% |
| TOTAL WATER | 592,288 | 2,784,745 | 2,472,155 | 312,590 | 6,683,388 | 37.0% | 33.4% |
| 70 GARAGE | 59,058 | 214,771 | 209,159 | 5,612 | 515,450 | 40.6% | 37.9% |
| TOTAL PUBLIC WORKS | 2,074,854 | 6,558,358 | 6,546,928 | 11,430 | 16,456,879 | 39.8% | 36.4% |
| 58 REFUSE | 168,495 | 847,854 | 682,194 | 165,660 | 2,034,850 | 33.5% | 35.5% |
| 60 PARKING LOT (village) | 10,161 | 40,375 | 28,864 | 11,511 | 96,900 | 29.8% | 37.9% |
| 60 PARKING LOT (combined | 10,671 | 50,500 | 32,681 | 17,819 | 121,200 | 27.0% | 26.4% |
| 25 TIF #3 (Downtown) | 0 | 141,667 | 2,014,176 | (1,872,509) | 340,000 | 592.4% | 0.0% |
| 22 INFRAS. REPLACE. | 1,051,113 | 2,108,333 | 1,843,462 | 264,871 | 5,060,000 | 36.4% | 17.5% |
| 14 MFT | 246,024 | 333,333 | 246,024 | 87,309 | 800,000 | 30.8% | 0.0% |
| 80 POLICE PENSION | 345,765 | 1,675,833 | 1,681,619 | (5,786) | 4,022,000 | 41.8% | 45.0% |
| 21 VEH/EQUIP REPLACE. | 9,993 | 764,129 | 121,358 | 642,771 | 1,833,910 | 6.6% | 15.7% |
| 35/36 DEBT SERVICE | 838,320 | 50,993 | 1,162,272 | (1,111,279) | 5,053,931 | 23.0% | 19.5% |

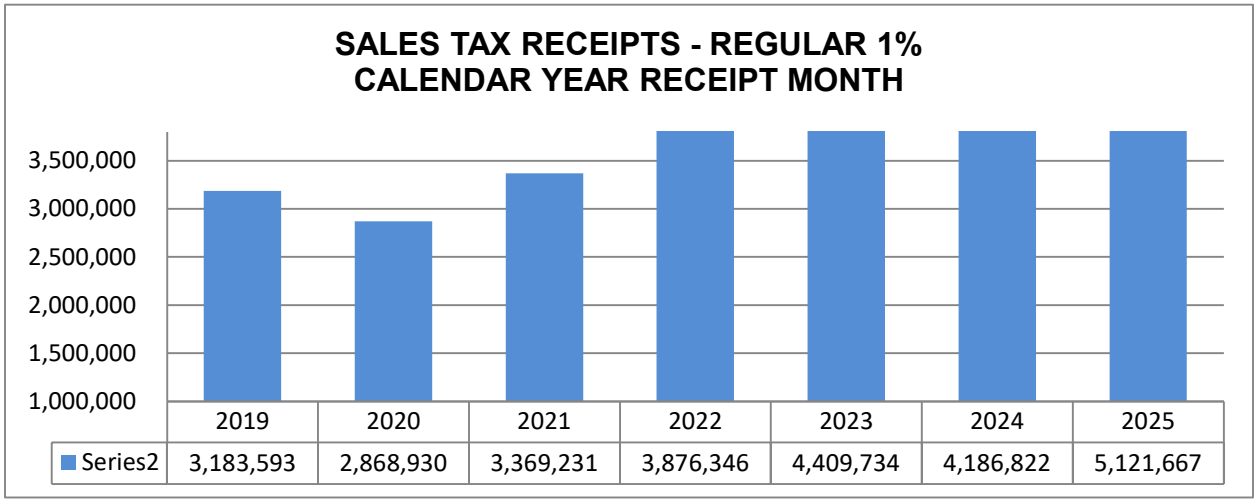
**Village of Deerfield**
**Revenues vs Expenditures**
**May 31, 2026**
(Amounts x 1,000)

| | FUND: | 2026 ACTUAL Month | 2026 PROJECTED Y-T-D | 2026 ACTUAL Y-T-D | 2025 ACTUAL Y-T-D |
|---|---|---|---|---|---|
| 10 | **GENERAL** | | | | |
| | Revenues: | | | | |
| | Property Taxes | 251 | 577 | 577 | 541 |
| | St Income Tax | 594 | 1,333 | 1,810 | 1,760 |
| | Sales Tax (non HR) | 395 | 2,335 | 2,509 | 2,330 |
| | Electricity Tax | 0 | 417 | 415 | 426 |
| | Telecomm Tax | 94 | 396 | 496 | 1,629 |
| | HR Sales Tax | 203 | 1,469 | 1,373 | 1,233 |
| | Hotel Tax | 159 | 792 | 664 | 722 |
| | Interest Earnings | 129 | 313 | 605 | 669 |
| | Fees & Fines | 9 | 76 | 49 | 60 |
| | Vehicle Licenses | 161 | 162 | 162 | 159 |
| | Building Permits | 291 | 542 | 874 | 1,127 |
| | Other Rev | 224 | 2,037 | 1,728 | 1,597 |
| | REVENUE | 2,510 | 10,447 | 11,262 | 12,253 |
| | EXPENDITURES | 2,927 | 11,528 | 10,339 | 10,084 |
| | Contribution to Fund Balance | (417) | (1,081) | 923 | |
| 54 | **SEWER** | | | | |
| | REVENUES | 659 | 1,997 | 1,674 | 1,644 |
| | EXPENDITURES | 925 | 2,101 | 2,209 | 2,002 |
| | Contribution to Fund Balance | (266) | (104) | (535) | |
| 50 | **WATER** | | | | |
| | REVENUES | 442 | 2,822 | 2,135 | 2,038 |
| | EXPENDITURES | 592 | 2,785 | 2,472 | 2,231 |
| | Contribution to Fund Balance | (150) | 37 | (337) | |
| 70 | **GARAGE** | | | | |
| | REVENUES | 28 | 207 | 175 | 204 |
| | EXPENDITURES | 59 | 215 | 209 | 191 |
| | Contribution to Fund Balance | (31) | (8) | (34) | |
| 22/23 | **INFRASTRUCTURE REPLACEMENT (Including bond proceeds)** | | | | |
| | REVENUES | 704 | 6,559 | 7,945 | 1,005 |
| | EXPENDITURES | 1,051 | 2,108 | 1,843 | 977 |
| | Contribution to Fund Balance | (347) | 4,451 | 6,102 | |
| 14 | **MFT** | | | | |
| | REVENUES | 73 | 367 | 431 | 365 |
| | EXPENDITURES | 246 | 333 | 246 | 0 |
| | Contribution to Fund Balance | (173) | 34 | 185 | |
| 80 | **POLICE PENSION** | | | | |
| | REVENUES | 2,840 | 733 | 7,555 | 3,546 |
| | EXPENDITURES | 346 | 1,676 | 1,682 | 1,798 |
| | Contribution to Fund Balance | 2,494 | (943) | 5,873 | |

| | FUND: | ACTUAL Month | 2026 PROJECTED Y-T-D | ACTUAL Y-T-D | 2025 ACTUAL Y-T-D |
|---|---|---|---|---|---|
| 58 | **REFUSE** | | | | |
| | REVENUES | 70 | 348 | 335 | 286 |
| | EXPENDITURES | 168 | 848 | 682 | 632 |
| | Contribution to Fund Balance | (98) | (501) | (347) | |
| 35/36 | **DEBT SERVICE** | | | | |
| | REVENUES | 352 | 1,689 | 696 | 846 |
| | EXPENDITURES | 838 | 51 | 1,162 | 896 |
| | Contribution to Fund Balance | (486) | 1,638 | (466) | |
| 60 | **PARKING** | | | | |
| | REVENUES | 25 | 67 | 73 | 74 |
| | EXPENDITURES | 21 | 91 | 62 | 69 |
| | Contribution to Fund Balance | 4 | (24) | 11 | |
| 25 | **TIF #3 (Downtown)** | | | | |
| | REVENUES | 8 | 2,315 | 2,215 | 16 |
| | EXPENDITURES | 0 | 142 | 2,014 | 0 |
| | Contribution to Fund Balance | 8 | 2,173 | 201 | |
| 21 | **VEH/EQUIP REPLACE** | | | | |
| | REVENUES | 114 | 474 | 568 | 609 |
| | EXPENDITURES | 10 | 764 | 121 | 266 |
| | Contribution to Fund Balance | 104 | (290) | 447 | |




SALES TAX RECEIPTS - REGULAR 1%
CALENDAR YEAR BY SALES MONTH
700,000
600,000
500,000
400,000
300,000
200,000
100,000
0
2024
2025
2026
October
November
December
January
February
March
April
May
June
July
August
September
SALES MONTH


SALES TAX RECEIPTS - REGULAR 1%
CALENDAR YEAR RECEIPT MONTH
3,500,000
3,000,000
2,500,000
2,000,000
1,500,000
1,000,000
2019
2020
2021
2022
2023
2024
2025
Series2
3,183,593
2,868,930
3,369,231
3,876,346
4,409,734
4,186,822
5,121,667

VILLAGE OF DEERFIELD

# BILLS

FOR THE

**Monday, June 15, 2026**

VILLAGE BOARD MEETING

# Invoices for Prelist 061526

| Vendor Name | Invoice Number | Description | Amount |
|---|---|---|---|
| 1ST AYD CORPORATION | PSI877829 | PPE | $258.82 |
| | PSI875971 | SHOP SUPPLIES | $317.81 |
| | PSI875970 | SUPPLIES | $462.63 |
| | | Vendor Total: | $1,039.26 |
| AA SERVICE CO HEATING & COOLING | 554003692 | DIAGNOSTICS OF A/C SYSTEM | $786.25 |
| | 553315607 | REPLACE AIR COMPRESSOR MOTOR | $3,540.25 |
| | | Vendor Total: | $4,326.50 |
| ADVANCED TREECARE | 46308 | FOLIAR SPRAY AT TRAIN STATION | $334.00 |
| | | Vendor Total: | $334.00 |
| AEP ENERGY | 3013128904-060426 | A/C 3013128904 05/04/26 THRU 06/03/26 | $1,335.30 |
| | 3013128915-052826 | A/C 3013128915 04/27/26 THRU 05/27/26 | $83.56 |
| | | Vendor Total: | $1,418.86 |
| AETNA TRUCK PARTS, INC. | 756180 | STOCK | $58.12 |
| | | Vendor Total: | $58.12 |
| AIR PROS MECHANICAL INC | 24826-1 | BOD INCUBATOR REPAIR | $1,030.96 |
| | | Vendor Total: | $1,030.96 |
| ALEXANDER EQUIPMENT CO | 226346 | CHIPPER PARTS | $530.85 |
| | | Vendor Total: | $530.85 |
| ALL-TYPES ELEVATORS INC | 20189670 | ELEVATOR MAINTENANCE | $172.00 |
| | | Vendor Total: | $172.00 |
| AMAZON CAPITAL SERVICES | 1LVW-LD7D-TYTN | DESK | $49.96 |
| | 19PG-Y414-GPMD | EVENT SUPPLIES | $29.99 |
| | 1NCH-D4MJ-RJCN | TREE TOOLS | $20.99 |
| | 1CMW-QDX3-CFNW | WHITEBOARD | $242.53 |
| | | Vendor Total: | $343.47 |

| | | | |
|---|---|---|---|
| AMERICAN LEGAL PUBLISHING CORP | 51289 | MAY ORDINANCE UPDATES | $132.00 |
| | | Vendor Total: | $132.00 |
| ANGELA RODRIGUEZ | TLACOYO-050526 | STAFF LUNCHEON | $468.53 |
| | | Vendor Total: | $468.53 |
| AQUAFIX INC | IN024421 | DIG. AIDE | $4,250.57 |
| | | Vendor Total: | $4,250.57 |
| BADGER METER INC | 80238866 | METER READING FEES | $2,141.32 |
| | | Vendor Total: | $2,141.32 |
| BATTERIES PLUS LLC | P91968361 | BATTERY | $65.16 |
| | P92102925 | BATTERY | $108.60 |
| | P92114645 | BATTERY | $128.95 |
| | | Vendor Total: | $302.71 |
| BDS GROUP LLC | 83581 | INSPECTION TICKETS | $510.01 |
| | | Vendor Total: | $510.01 |
| BRASS ANIMALS INC | FAMILY DAYS 2026 | FAMILY DAYS ENTERTAINMENT | $3,500.00 |
| | | Vendor Total: | $3,500.00 |
| BRIAN WISMER ENTERTAINMENT | FAMILY DAYS 2026 | FAMILY DAYS ENTERTAINMENT | $500.00 |
| | | Vendor Total: | $500.00 |
| CARBON SOLUTIONS SREC LLC | 33993 | SREC COLLATERAL & FEE | $35,511.18 |
| | | Vendor Total: | $35,511.18 |
| CENTRISYS CORPORATION | PSI-39042 | CENTRIFUGE REPAIR SERVICES | $1,433.05 |
| | | Vendor Total: | $1,433.05 |
| CHICAGO WOLVES CHARITIES | FAMILY DAYS 2026 | FAMILY DAYS ENTERTAINMENT | $250.00 |
| | | Vendor Total: | $250.00 |
| CIRCESTEEM | FAMILY DAYS 2026 | FAMILY DAYS ENTERTAINMENT | $2,000.00 |
| | | Vendor Total: | $2,000.00 |
| CLOWNING AROUND ENTERTAINMENT | 45278 | FAMILY DAY'S CHILDREN'S ACTIVITIES | $4,700.00 |
| | | Vendor Total: | $4,700.00 |
| COMCAST | 0517878-052326 | WRF INTERNET SRVC: 05/27/26 - 06/26/26 | $238.75 |
| | | Vendor Total: | $238.75 |

| | | | |
|---|---|---|---|
| COMED | 0890757662-052626 | A/C 0890757662 04/24/26 THRU 05/26/26 | $166.03 |
| | 5369720279-052626 | A/C 5369720279 02/12/26 THRU 05/26/26 | $12,157.95 |
| | | Vendor Total: | $12,323.98 |
| COMMUNITY PARTNERS FOR AFFORDABLE HOUSING | Q12026DFIHA | CPAH AFFORDABLE HOUSING SERVICES | $10,617.50 |
| | | Vendor Total: | $10,617.50 |
| CONCENTRIC INTEGRATION LLC | 0285053 | REPLACE MPR HP FLOW METER | $3,600.00 |
| | | Vendor Total: | $3,600.00 |
| CONSTELLATION NEWENERGY INC | 0954407596-052826 | A/C 0954407596 04/27/26 THRU 05/27/26 | $1,545.25 |
| | 1525986889-052726 | A/C 1525986889 04/24/26 THRU 05/26/26 | $1,003.74 |
| | 3932722831-052826 | A/C 3932722831 04/27/26 THRU 05/27/26 | $1,060.28 |
| | 3982158955-052826 | A/C 3982158955 04/27/26 THRU 05/27/26 | $2,653.05 |
| | 4814368098-052726 | A/C 4814368098 04/27/26 THRU 05/26/26 | $273.47 |
| | 6595732910-052826 | A/C 6595732910 04/27/26 THRU 05/27/26 | $416.69 |
| | 8017052837-052726 | A/C 8017052837 04/24/26 THRU 05/26/26 | $17,819.51 |
| | 8151203974-052726 | A/C 8151203974 04/24/26 THRU 05/26/26 | $107.67 |
| | 8823451142-052726 | A/C 8823451142 04/24/26 THRU 05/26/26 | $72.51 |
| | | Vendor Total: | $24,952.17 |
| CONTINENTAL WEATHER SERVICE | 197117 | WEATHER FORECASTING - JUNE | $150.00 |
| | | Vendor Total: | $150.00 |
| COPP, KARA | 36861-V2310 | EAP BENEFIT REIMB: V2310 / MARCH 2026 | $420.00 |
| | | Vendor Total: | $420.00 |
| CORPORATE BUSINESS CARDS | 348895 | BUSINES CARDS- HAMILTON | $57.25 |
| | | Vendor Total: | $57.25 |
| CRAFTWOOD LUMBER CO | 339300 | TROPHY MOUNTS | $100.95 |
| | | Vendor Total: | $100.95 |
| CRYSTAL OVERHEAD DOOR INC | 64630979 | DOOR #4 REPAIRS | $1,761.25 |
| | | Vendor Total: | $1,761.25 |
| CUTLER HARDWARE/WORKWARE | PS-INV061658 | APPAREL - KONKE | $131.07 |
| | | Vendor Total: | $131.07 |
| DAVID ETERNO | 10983 | ADJUDICATION HEARING OFFICER - MAY | $218.75 |
| | | Vendor Total: | $218.75 |

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|---|---|---|---|
| DECKWERKS | DECK-25-6/7660 | 655 WICKLOW RD/DEPOSIT REFUND | $1,710.00 |
| | | Vendor Total: | $1,710.00 |
| DEERFIELD PUBLIC LIBRARY | 26004 | VISION BOARDS WELLNESS EVENT | $83.19 |
| | | Vendor Total: | $83.19 |
| DOONAREE BAGPIPE BAND | FAMILY DAYS 2026 | FAMILY DAYS ENTERTAINMENT | $1,200.00 |
| | | Vendor Total: | $1,200.00 |
| ELITE STRIDERS POSITIVE YOUTH ORG | FAMILY DAYS 2026 | FAMILY DAYS ENTERTAINMENT | $1,800.00 |
| | | Vendor Total: | $1,800.00 |
| ELLIOTT AUTO SUPPLY CO INC | 162-234089 | STOCK | $686.94 |
| | | Vendor Total: | $686.94 |
| ENDEAVOR HEALTH OMEGA | 01503433-052026 | EMPLOYEE DRUG SCREEN | $42.00 |
| | | Vendor Total: | $42.00 |
| ENVY HOME SERVICES | RCP-25-36/9596/1 | 1114 DAVIS AVE/SITE WARRANTY DEPOSIT REFUND | $2,610.00 |
| | | Vendor Total: | $2,610.00 |
| FINICKY FINISHERS INC | 839 | PLANTER BOXES FOR DOWNTOWN STREETSCAPE | $6,000.00 |
| | | Vendor Total: | $6,000.00 |
| FOOT STONE INC | 2026-VOD-03ZION WOOD | ZION WOODS NATIVES | $600.00 |
| | | Vendor Total: | $600.00 |
| FOX VALLEY FIRE & SAFETY | IN00864499 | E. SIDE FIRE ALARM RADIO LEASE | $456.00 |
| | IN00864454 | WRF FIRE ALARM RADIO LEASE | $456.00 |
| | | Vendor Total: | $912.00 |
| GB SPRINKLER SYSTEMS INC | 93068 | SPRINKLER REPAIR AND MAINTENANCE | $2,824.00 |
| | | Vendor Total: | $2,824.00 |
| GEWALT-HAMILTON ASSOCIATES INC | 4382.110-16 | 1101 LAKE COOK RD DEVELOPMENT - CONSTR. OVERSIGHT | $6,261.00 |
| | 4382.116-13 | ENGINEERING SERVICES - 1411-1435 LAKE COOK RD DEMO | $2,022.00 |
| | 4382.115-19 | LAKE COOK CROSSING CONSTRUCTION - OVERSIGHT | $3,028.50 |
| | | Vendor Total: | $11,311.50 |
| GHA TECHNOLOGIES INC | 2033366 | NETWORK MONITORING SUBSCRIPTION YR 2 OF 3 PAYMENT | $4,177.46 |
| | | Vendor Total: | $4,177.46 |

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|---|---|---|---|
| GOODMAN WILLIAMS GROUP INC | 2026-106 | HOUSING STUDY RETAINOR | $3,500.00 |
| | | Vendor Total: | $3,500.00 |
| GRAINGER INC | 9927142688 | BELTS | $160.10 |
| | 9938823839 | GARBAGE BAGS FOR PW | $192.12 |
| | 9929518737 | OPERATING SUPPLIES - 700 DEERFIELD RD | $80.46 |
| | 9932137665 | SE1 TRAILER | $80.35 |
| | 9940387104 | STAPLE GUN AND BATTERIES | $781.98 |
| | 9929518729 | TOOLS/LUBRICANT | $55.24 |
| | 9933214315 | VEHICLE #702 GREASE | $191.20 |
| | | Vendor Total: | $1,541.45 |
| GREG KRAVITT | DPHS-25-236/10706 | 1149 LAUREL AVE/DEPOSIT REFUND | $500.00 |
| | | Vendor Total: | $500.00 |
| GRIMCO, INC | 35574907-02 | SIGN SHOP MATERIAL AND POSTS | $182.69 |
| | 35599354-01 | SIGN SHOP MATERIAL AND POSTS | $1,871.09 |
| | | Vendor Total: | $2,053.78 |
| HALLORAN POWER EQUIPMENT INC | 151310 | MOWER PARTS | $1,664.88 |
| | | Vendor Total: | $1,664.88 |
| HARD ROCK CONCRETE CUTTERS INC | 216475 | SAW CUT WAUKEGAN ROAD | $795.00 |
| | | Vendor Total: | $795.00 |
| HOME DEPOT CREDIT SERVICES | 4510546 | CLEANER | $110.89 |
| | 19260000617548 | FIELD OF HONOR LIGHTS | $389.10 |
| | 7621508 | FLOOR FAN / OIL / IMPACT SET | $97.84 |
| | 2524152 | HARDWARE | $34.87 |
| | 3523966 | HARDWARE | $52.72 |
| | 7024110 | HITCHES | $99.90 |
| | 1511049 | LANDSCAPING MATERIALS | $124.93 |
| | 5063371 | LANDSCAPING SUPPLIES | $27.95 |
| | 8624438 | LIGHTS | $44.85 |
| | 9624300 | RESIDENTIAL LEAD FILTERS | $79.96 |
| | | Vendor Total: | $1,063.01 |

| | | | |
|---|---|---|---|
| ILLINOIS CITY/COUNTY MNGMNT ASSN | 6972 | JOB AD POSTING | $50.00 |
| | | Vendor Total: | $50.00 |
| INVOICE CLOUD | 4200-2026_5 | ONLINE U/B PORTAL | $3,194.64 |
| | | Vendor Total: | $3,194.64 |
| IRELAND HEATING & AIR COND CO | 109020 | 1219 CARLISLE AVE AC REPAIR | $180.00 |
| | | Vendor Total: | $180.00 |
| J & J PAVEMENT REPAIRS | DPHS-25-25/7022 | 1020 OSTERMAN AVE/DEPOSIT REFUND | $200.00 |
| | | Vendor Total: | $200.00 |
| KEENAN, JUSTIN | 060626A | ILCMA CONFERENCE LODGING ROOM 725 | $323.68 |
| | 060526B | ILCMA CONFERENCE LODGING ROOM 724 | $287.50 |
| | | Vendor Total: | $611.18 |
| LAKESIDE PRIDE MUSIC ENSEMBLES INC | FAMILY DAYS 2026 | FAMILY DAYS ENTERTAINMENT | $300.00 |
| | | Vendor Total: | $300.00 |
| LECHNER SERVICES | 3654555 | MATS - TRAIN STATION | $126.91 |
| | 3654556 | MATS - WRF | $40.14 |
| | 3656839 | VILLAGE HALL MATS | $66.60 |
| | | Vendor Total: | $233.65 |
| LEGION-AIRES DRUM & BUGLE CORPS | FAMILY DAYS 2026 | FAMILY DAYS ENTERTAINMENT | $3,500.00 |
| | | Vendor Total: | $3,500.00 |
| LINDE GAS & EQUIPMENT INC | 56671053 | WELDING MATERIALS | $134.83 |
| | | Vendor Total: | $134.83 |
| LIONHEART CRITICAL PWR SPECIALISTS | 81692 | WRF GEN., LOAD BANK | $3,208.25 |
| | | Vendor Total: | $3,208.25 |
| LITTLE TOMMY'S PLUMBING SHOP | i33383 | METER INSTALL - LEAD | $440.00 |
| | | Vendor Total: | $440.00 |
| LIVE LIFE CURIOUSLY LLC | FAMILY DAYS 2026 | FAMILY DAYS ENTERTAINMENT | $1,000.00 |
| | | Vendor Total: | $1,000.00 |
| LRS HOLDINGS LLC | LR12853690 | SCREENINGS DUMPSTER | $527.91 |
| | | Vendor Total: | $527.91 |

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|---|---|---|---|
| MACKEY LANDSCAPES | DPHS-25-194/9950 | 1036 SHERIDAN AVE/DEPOSIT REFUND | $500.00 |
| | | Vendor Total: | $500.00 |
| MAG CONSTRUCTION | 17-1270 | POLICE DEPT STOOP REPLACEMENT | $24,996.00 |
| | | Vendor Total: | $24,996.00 |
| MARCIN HELON | DECK-25-27/9036 | 1454 WOODLAND DR/DEPOSIT REFUND | $1,066.50 |
| | | Vendor Total: | $1,066.50 |
| MARTENSON TURF PRODUCTS INC | 105768 | GRASS SEED FOR RESTORATION | $1,630.00 |
| | | Vendor Total: | $1,630.00 |
| MATRIX IMAGING SOLUTIONS LLC | DP2602697 | UB STMTS, LATE NOTICES & MAILING INSERTS: MAY 2026 | $1,611.17 |
| | | Vendor Total: | $1,611.17 |
| MC SQUARED ENERGY SERVICES LLC | 4146722000-051926 | A/C 4146722000 03/25/26 THRU 04/24/26 | $1,387.38 |
| | | Vendor Total: | $1,387.38 |
| MEDINAH HIGHLANDERS PIPES & DRUMS | FAMILY DAYS 2026 | FAMILY DAYS ENTERTAINMENT | $800.00 |
| | | Vendor Total: | $800.00 |
| MENONI & MOCOGNI, INC. | 0085484-00 | BRICKS FOR VILLAGE HALL SIDEWALK REPAIR | $85.00 |
| | 0085489-00-B | PUBLIC WORKS HAUL OUT SPOILS | $800.00 |
| | 0085694-00-B | PUBLIC WORKS HAUL OUT SPOILS | $800.00 |
| | 0085321-00 | SEALER FOR RETAINING WALLS | $1,123.75 |
| | 0085694-00 | STONE FOR BACKFILL | $1,335.28 |
| | 0085489-00 | STONE FOR BACKFILL | $1,980.46 |
| | | Vendor Total: | $6,124.49 |
| MGT IMPACT SOLUTIONS, LLC | MGT37931 | ECON DEVELOPMENT CONSULTING | $2,066.25 |
| | | Vendor Total: | $2,066.25 |
| MICHAEL J. KONKE | 26-215 | KONKE ANNUAL ELECTRICAL LICENSE | $100.00 |
| | | Vendor Total: | $100.00 |
| MID AMERICAN WATER OF WAUCONDA INC | 292591W-1 | MATERIALS REQUIRED-KLEINSCHMIDT WATER MAIN PROJECT | $9,654.00 |
| | 292591W | MATERIALS REQUIRED-KLEINSCHMIDT WATER MAIN PROJECT | $36,740.25 |
| | 266252A | MATERIALS REQUIRED-KLEINSCHMIDT WATER MAIN PROJECT | $16,757.00 |
| | 292590W | PURCHASE MISC. WATER SYSTEM MATERIAL | $5,685.39 |
| | 292606W | PURCHASE MISC. WATER SYSTEM MATERIALS | $948.56 |

| | | | |
|---|---|---|---|
| MID AMERICAN WATER OF | | Vendor Total: | $69,785.20 |
| MIDWEST TIME RECORDER INC | 205019 | AOD - MAY | $345.70 |
| | | Vendor Total: | $345.70 |
| MILIEU DESIGN LLC | 193736 | LAKE COOK ROAD PLANTING | $1,485.00 |
| | 193917 | LANDSCAPE MAINTENANCE CONTRACT 2026 | $5,883.67 |
| | 193916 | VH 2026 LANDSCAPE MAINTENANCE CONTRACT | $1,814.72 |
| | | Vendor Total: | $9,183.39 |
| MILLER, BRETT | RIR-24-56/6620 | 20 BURNING TREE LN/DEPOSIT REFUND | $3,000.00 |
| | | Vendor Total: | $3,000.00 |
| MUNICIPAL GIS PARTNERS INC | 8664 | ANNUAL GIS SERVICES CONTRACT | $8,311.17 |
| | | Vendor Total: | $8,311.17 |
| MURAKISHI, MICHIO | 20260038 | TIF CONSULTING | $1,742.62 |
| | | Vendor Total: | $1,742.62 |
| MURRIN, MICHAEL | MAY2026 | PLUMBING INSPECTIONS (71) - MAY 2026 | $4,970.00 |
| | | Vendor Total: | $4,970.00 |
| MUTUAL ACE HARDWARE | 667657 | BOLTS | $11.70 |
| | 665671 | MAILBOX FOR REPLACEMENT FROM WINTER | $85.49 |
| | 667786 | SCREWS/ANCHORS/WIRE | $33.43 |
| | 667892 | SHOP SUPPLIES | $24.44 |
| | 665598 | SHOVELS FOR STREET DEPT | $80.97 |
| | 665652 | SPADE FOR STREET DEPT | $30.59 |
| | 667363 | STOCK | $9.87 |
| | | Vendor Total: | $276.49 |
| NAPA AUTO PARTS - WHEELING | 453644 | SHOP MATERIALS | $6.29 |
| | 452848 | STOCK | $41.18 |
| | 452849 | STOCK | $41.18 |
| | | Vendor Total: | $88.65 |
| NELSON FIRE PROTECTION | 37706 | E. SIDE SPRINKLER INSPECTION | $360.00 |
| | 37707 | WRF SPRINKLER INSPECTION | $570.00 |
| | | Vendor Total: | $930.00 |

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|---|---|---|---|
| NEON NUTS INC | FAMILY DAYS 2026 | FAMILY DAYS ENTERTAINMENT | $1,095.00 |
| | | Vendor Total: | $1,095.00 |
| NORTH SHORE TURF INC | 7564 | GRASS CUTTING | $240.00 |
| | | Vendor Total: | $240.00 |
| NW BUILDING OFFICIALS & CODE ADMS | 2026MEMBERSHIP | ANNUAL MEMBERSHIP - CUTAIA/HANSEN/ROSS/KRASOWSKI | $80.00 |
| | | Vendor Total: | $80.00 |
| ODELSON MURPHEY FRAZIER & MCGRATH | 1227 | ATTORNEY FEES - LABOR MATTERS | $960.00 |
| | | Vendor Total: | $960.00 |
| ODP BUSINESS SOLUTIONS LLC | 467997265001 | OFFICE SUPPLIES | $6.08 |
| | 467996277001 | OFFICE SUPPLIES | $18.89 |
| | 469684380001 | OFFICE SUPPLIES | $27.04 |
| | 469667302001 | OFFICE SUPPLIES | $19.49 |
| | | Vendor Total: | $71.50 |
| OWENS & ASSOCIATES COUNSELING | 060926 - V2003 | EAP BENEFIT REIMB: V2003 / JUNE 2026 | $130.00 |
| | | Vendor Total: | $130.00 |
| PAVESTONE BRICK PAVING INC | DPHS-26-32/10593 | 1625 DARTMOUTH LN/DEPOSIT REFUND | $1,537.20 |
| | | Vendor Total: | $1,537.20 |
| PERMA-SEAL BASEMENT SYSTEMS INC | GDFW-26-19/10856 | 1520 GREENWOOD AVE/DEPOSIT REFUND | $500.00 |
| | | Vendor Total: | $500.00 |
| PETER BAKER & SON CO. | 55876 | BLACKTOP FOR WESTGATE | $1,219.40 |
| | 56207 | COLD PATCH | $1,477.30 |
| | | Vendor Total: | $2,696.70 |
| POMP'S TIRE SERVICE INC | 411226957 | TRAILER TIRES | $530.00 |
| | | Vendor Total: | $530.00 |
| QUILL CORPORATION | 49039084 CREDIT MEMO | CREDIT MEMO | ($15.78) |
| | 49039084 | OFFICE SUPPLIES | $128.26 |
| | 49088931 | OFFICE SUPPLIES | $179.99 |
| | | Vendor Total: | $292.47 |
| RED'S GARDEN CENTER INC | 465528 | PURCHASE GENERAL PLANTING MATERIAL | $9,800.90 |
| | 465688 | PURCHASE GENERAL PLANTING MATERIAL | $196.50 |

| | | | |
|---|---|---|---|
| RED'S GARDEN CENTER INC | 465897 | PURCHASE GENERAL PLANTING MATERIAL | $130.64 |
| | 462458 | SAMPLE PLANTING | $161.95 |
| | | Vendor Total: | $10,289.99 |
| RIVER CITY RHYTHM INC | FAMILY DAYS 2026 | FAMILY DAYS ENTERTAINMENT | $1,600.00 |
| | | Vendor Total: | $1,600.00 |
| ROBERT LOGAN RAMEY | FAMILY DAYS 2026 | FAMILY DAYS ENTERTAINMENT | $500.00 |
| | | Vendor Total: | $500.00 |
| RONDOUT SERVICE CENTER LLC | 21372 | SAFETY LANE | $123.50 |
| | | Vendor Total: | $123.50 |
| RUSSO POWER EQUIPMENT INC | SPI21627645 | SAW PARTS | $32.99 |
| | | Vendor Total: | $32.99 |
| SAM'S CLUB DIRECT | 0505 | OPERATING SUPPLIES | $168.48 |
| | | Vendor Total: | $168.48 |
| SCHENCK, RANDALL | INV-236 | VILLAGE TURF MAINTENANCE CONTRACT 2026 | $5,996.81 |
| | | Vendor Total: | $5,996.81 |
| SE INC | 26-4851 | CEMETERY LANDSCAPING | $586.50 |
| | 26-4821 | CEMETERY MOWING - MAY | $2,000.00 |
| | 26-4842 | CEMETERY PLANTING | $460.00 |
| | 26-4904 | CODE ENFORCEMENT 642 TIMBERHILL LANDSCAPING | $360.00 |
| | 26-4866 | GENERAL MAINTENANCE & OPERATIONS SUPPORT | $350.00 |
| | 26-4911 | GENERAL MAINTENANCE & OPERATIONS SUPPORT | $1,504.20 |
| | 26-4906 | GENERAL MAINTENANCE & OPERATIONS SUPPORT | $623.30 |
| | 26-4903 | GENERAL MAINTENANCE & OPERATIONS SUPPORT | $752.10 |
| | 26-4877 | GENERAL MAINTENANCE & OPERATIONS SUPPORT | $900.00 |
| | 26-4905 | GENERAL MAINTENANCE & OPERATIONS SUPPORT | $575.00 |
| | 26-4743 | PD OFFICE PAINTING | $638.00 |
| | 26-4900 | VILLAGE HALL CLEANING - JUNE | $7,052.00 |
| | 26-4775 | VILLAGE HALL LANDSCAPING | $1,024.66 |
| | | Vendor Total: | $16,825.76 |
| SHANNON ROVERS IRISH PIPE BAND | FAMILY DAYS 2026 | FAMILY DAYS ENTERTAINMENT | $1,500.00 |
| | | Vendor Total: | $1,500.00 |

| | | | |
|---|---|---|---|
| SIUDYLA, PAMELA | WSRV-25-14/8507 | 1156 CHESTNUT ST/ROW DEPOSIT REFUND | $1,000.00 |
| | | Vendor Total: | $1,000.00 |
| STATE FIRE MARSHAL | 10007893 | VH BASEMENT BOILER RM INSPECTION | $70.00 |
| | | Vendor Total: | $70.00 |
| STEINER, CARRIE | 30321 - V2103 | EAP BENEFIT REIMB: V2103 / MAY 2026 | $130.00 |
| | 30320-V2502 | EAP BENEFIT REIMB: V2502 / MAY 2026 | $260.00 |
| | | Vendor Total: | $390.00 |
| STREET, KENT | 051826 | CHICAGO TRIBUNE SUBSCRIPTION | $56.00 |
| | | Vendor Total: | $56.00 |
| THE MULCH CENTER | INV156818 | DIRT FOR RESTORATION | $280.00 |
| | | Vendor Total: | $280.00 |
| TOBIN, BRIAN | DPHS-25-234/10363 | 945 SUMMIT DR/DEPOSIT REFUND | $500.00 |
| | | Vendor Total: | $500.00 |
| TRIBUNE PUBLISHING COMPANY LLC | CTA52048 | LEGAL NOTICE: BZA - 513 RADCLIFFE CIR | $83.00 |
| | | Vendor Total: | $83.00 |
| TSILIMIGRAS, ELENI | DPHS-26-23/10269 | 404 CUMNOR CT/DEPOSIT REFUND | $500.00 |
| | | Vendor Total: | $500.00 |
| TYLER TECHNOLOGIES INC / MUNIS | CI100-00288168 | ANNUAL SOFTWARE MAINTENANCE | $74,775.30 |
| | CL100-00281900 | E-CITATION LICENSE | $510.00 |
| | | Vendor Total: | $75,285.30 |
| ULINE | 208323226 | PAPER TOWELS | $202.72 |
| | 208170291 | SUPPLIES | $516.00 |
| | | Vendor Total: | $718.72 |
| UNITED ASPHALT SERVICES | DPHS-26-44/10739 | 445 STANDISH DR/DEPOSIT REFUND | $500.00 |
| | | Vendor Total: | $500.00 |
| UNITED DISPATCH LLC | 81275 | SUBSIDIZED TAXI PROGRAM | $3,020.00 |
| | | Vendor Total: | $3,020.00 |
| UPBEAT MUSIC CORP | FAMILY DAYS 2026 | FAMILY DAYS ENTERTAINMENT | $1,000.00 |
| | | Vendor Total: | $1,000.00 |

| | | | |
|---|---|---|---|
| URBAN FOREST MANAGEMENT INC | 260321 | AD HOC TREE INSPEC. | $902.50 |
| | | Vendor Total: | $902.50 |
| US ALLIANCE FIRE PROTECTION INC | 1046-F175316 | FIRE EXTINGUISHER - 700 DEERFIELD RD | $391.00 |
| | | Vendor Total: | $391.00 |
| US BANK | 8192651 | FISCAL AGENT FEES 05/01/26 - 04/30/27 | $575.00 |
| | | Vendor Total: | $575.00 |
| VAUDEZILLA, INC. | FAMILY DAYS 2026 | RED HOT ANNIES - FAMILY DAYS ENTERTAINMENT | $1,500.00 |
| | | Vendor Total: | $1,500.00 |
| VERIZON COMMUNICATIONS INC | 372000095165 | CELL SRVC / GPS: 05/01/26 – 05/31/26 | $18.95 |
| | | Vendor Total: | $18.95 |
| VRC COMPANIES, LLC | 6371606 | DOCUMENT SHREDDING | $115.62 |
| | 5508034 | DOCUMENT SHREDDING | $55.00 |
| | 6236748 | DOCUMENT SHREDDING | $59.72 |
| | 6567127 | DOCUMENT SHREDDING | $62.35 |
| | 5611940 | DOCUMENT SHREDDING | $56.65 |
| | 5856347 | DOCUMENT SHREDDING | $57.52 |
| | 6101065 | DOCUMENT SHREDDING | $88.40 |
| | 5974569 | DOCUMENT SHREDDING | $57.54 |
| | | Vendor Total: | $552.80 |
| WATERLY LLC | 1725 | WATER SYSTEM DATA REPORTING/TRACKING 2026 | $6,040.00 |
| | | Vendor Total: | $6,040.00 |
| WL CONSTRUCTION SUPPLY INC | 38257 | CLEANING WIPES FOR TRUCKS | $388.95 |
| | | Vendor Total: | $388.95 |
| WUNDERLICH-MALEC SERVICES | 29561 | SERVICE CALL - CONTROLS | $2,624.55 |
| | | Vendor Total: | $2,624.55 |
| ZARNOTH BRUSH WORKS | 0206501-IN | SWEEPER BROOMS | $990.00 |

| | | | |
|---|---|---|---|
| ZARNOTH BRUSH WORKS | 0206500-IN | SWEEPER PARTS | $1,268.00 |
| | | Vendor Total: | $2,258.00 |
| **Invoices Grand Total** | | **061526 Invoices Total:** | **$460,920.91** |

# Pre-Paid Checks for Prelist 061526

| Vendor Name | Invoice Number | Description | Amount |
|---|---|---|---|
| ABSOLUTE SOFTWARE INC | INV01860438 | IT TRAINING COURSE | $2,295.00 |
| | | Vendor Total: | $2,295.00 |
| **Pre-Paid Checks Grand Total** | | **061526 Pre-Paid Checks Total:** | **$2,295.00** |

# Pre-Paid Wire Transactions for Prelist 061526

| Vendor Name | Invoice Number | Description | Amount |
|---|---|---|---|
| DEERFIELD POLICE PENSION | POLPEN061226 | POLPEN CONTRIBS 06/12/26 PR | $20,582.59 |
| | | Vendor Total: | $20,582.59 |
| FEDERAL TAXES | PR061226 | FICA/MC/FIT 6/12/26 PR | $124,139.97 |
| | | Vendor Total: | $124,139.97 |
| ICMA | MSQRROTH061226 | MSQR ROTH 06/12/26 PR | $6,858.70 |
| | MSQRREG061226 | MSQR 457 REG/ROTH 6/12/26 PR | $25,547.16 |
| | MSQRRHS061226 | ICMA RHS PLAN | $55,176.06 |
| | | Vendor Total: | $87,581.92 |
| ILLINOIS DEPT OF REVENUE | PR061226 | SIT 06/12/26 PR | $24,109.17 |
| | | Vendor Total: | $24,109.17 |
| IPBC | MAY 2026 | MEDICAL/DENTAL/LIFE INSURANCE: MAY 2026 | $441,897.79 |
| | | Vendor Total: | $441,897.79 |
| **Wire Grand Total** | | **061526 Pre-Paid Wire Transactions Total:** | **$698,311.44** |

# Journal Entry Transactions for Prelist 061526

| Vendor Name | Description | | Amount |
|---|---|---|---|
| US BANK | TRUST FEES/SINK ACCT/MAY 26 | | $104.66 |
| | TRUST FEES/VILL ACCT/MAY 26 | | $193.99 |
| | | Vendor Total: | $298.65 |
| ILLINOIS NATIONAL BANK | BANK ANALYSIS FEE/1190/MAY 26 | | $20.75 |
| | | Vendor Total: | $20.75 |
| DEERFIELD BANK & TRUST | BANK ANALYSIS FEE/1010/MAY 26 | | $933.72 |
| | MATRIX CC SERVICES: MAY 26 | | $389.82 |
| | OTC CC FEES: MAY 26 | | $180.31 |
| | INVOICE CLOUD CC FEES: MAY 26 | | $1,187.18 |
| | | Vendor Total: | $2,691.03 |
| NORTHBROOK BANK & TRUST | PASSPORT CC FEES: MAY 26 | | $434.13 |
| | | Vendor Total: | $434.13 |
| AUTHORIZE.NET | PASSPORT AUTHNET FEES: MAY 26 | | $40.75 |
| | | Vendor Total: | $40.75 |
| IMRF | IMRF XFR/VILLAGE & LIBRARY/MAY 26 | | $131,686.36 |
| | | Vendor Total: | $131,686.36 |
| | | **061526 Journal Entry Transactions Total:** | **$135,171.67** |

To the Finance Director:

The payment of the previously listed accounts has been approved by the Village of Deerfield Board of Trustees at their meeting held on Monday, June 15, 2026, and you are hereby authorized to pay them from the appropriate funds.

_____

Treasurer of the Village of Deerfield

# REQUEST FOR BOARD ACTION

**Agenda Item:** 26-59

**Subject:** Request for Board Action – Authorization to Purchase New Unmarked Police Vehicle

**Action Requested:** Approval

**Originated By:** Police Department

**Referred To:** Mayor and Board of Trustees

**Summary of Background and Reason for Request**

**Reports and Documents Attached:**

- Report with summary of background and reason for request
- Resolution approving the purchase of a 2026 Volkswagen Tiguan

**Date Referred to Board:** June 15, 2026

**Action Taken:**

# DEERFIELD POLICE DEPARTMENT

DATE: June 10, 2026

TO: Kent Street, Village Manager

FROM: Chief John Sliozis

SUBJECT: Request for Board Action – Purchase of Unmarked Police Vehicle

On June 15, 2026, at the regularly scheduled meeting of the Mayor and Board of Trustees the Police Department will be seeking authorization for the purchase of one unmarked police vehicle.

## BACKGROUND

The Police Department is requesting replacement of a 2014 Ford Taurus currently being utilized as an unmarked police vehicle. This is currently the oldest vehicle in our fleet and has approximately 90,000 miles on it. The timeline for replacement of this vehicle has been extended longer than originally estimated on the Vehicle Equipment Replacement Fund (VERF).

The replacement of the vehicle is a budgeted expenditure in current year and detailed in the VERF in the amount of $45,000.

Department personnel have selected a 2026 Volkswagen Tiguan as the replacement vehicle at a cost of $36,000 through Muller Volkswagen, Highland Park, Illinois. This vehicle was selected in part to diversify the unmarked squad fleet, which currently consists entirely of Ford models. Additional expenses not to exceed $9,000 will be incurred from Havey Communications for the purchase and installation of squad equipment.

## RECOMMENDATION

The Police Department is requesting Board authorization to purchase one (1) 2026 Volkswagen Tiguan through Muller Volkswagen, Highland Park, Illinois, in the amount of $36,000. This price includes document fees, license and title. The Police Department also recommends utilizing Havey Communications of Lake Bluff, Illinois to outfit the vehicle with necessary police equipment. The total cost for the vehicle will not exceed $45,000.

John J. Sliozis
Chief of Police

**VILLAGE OF DEERFIELD**

**RESOLUTION NO. 2026-_____**

**A RESOLUTION APPROVING THE PURCHASE OF A POLICE VEHICLE FROM MULLER VOLKSWAGEN AND OUTFITTING FROM HAVEY COMMUNICATIONS**

**WHEREAS,** the Village of Deerfield (***"Village"***) is a home rule municipality in accordance with Article VII, Section 6 of the Constitution of the State of Illinois of 1970; and

**WHEREAS,** the Village Police Department (***"Department"***) has identified the need to replace a police vehicle with a 2026 Volkswagen Tiguan (***"New Vehicle"***); and

**WHEREAS,** Department sought a proposal from Muller Volkswagen of Highland Park, Illinois (***"Muller"***) for the New Vehicle, and Muller has proposed to sell the New Vehicle to the Village for a price not to exceed $36,000; and

**WHEREAS,** the Department received a proposal from Havey Communications of Lake Bluff, Illinois (***"Havey"***) to outfit the New Vehicle (***"Outfitting"***) for a price not to exceed $9,000; and

**WHEREAS,** the Village President and Board of Trustees have determined that it will serve and be in the best interest of the Village to waive bidding and purchase the New Vehicle from Muller and the Outfitting from Havey for a total cost not to exceed $45,000;

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE BOARD OF DEERFIELD, LAKE AND COOK COUNTIES, ILLINOIS,** as follows:

**SECTION 1: RECITALS.** The Village Board hereby adopts the foregoing recitals as its findings, as if fully set forth herein.

**SECTION 2: WAIVER OF COMPETITIVE BIDDING.** Pursuant to Section 9-16 of the Village Code and the Village's home rule authority, the Village Board waives the requirements of competitive bidding for the procurement of the New Vehicle and Outfitting.

**SECTION 3: APPROVAL OF PURCHASE OF NEW VEHICLE.** The Village Council hereby approves the purchase by the Village of the New Vehicle from Muller in a total amount not to exceed $36,000.00.

**SECTION 4: APPROVAL OF PURCHASE OF OUTFITTING.** The Village Council hereby approves the purchase by the Village of the Outfitting from Havey in a total amount not to exceed $9,000.00.

**SECTION 5: EXECUTION OF PURCHASE ORDERS.** The Village Council authorizes and directs the Village President, the Village Manager, and the Village Clerk to execute and attest, respectively, on behalf of the Village, purchase orders and all other documents approved by the Village Manager necessary to purchase the New Vehicle from Muller and the Outfitting from Havey.

**SECTION 6: EFFECTIVE DATE.** This Resolution will be in full force and effect from and after its passage and approval as provided by law.

AYES:

NAYS:

ABSTAIN:

ABSENT:

PASSED:

APPROVED:

RESOLUTION NO:

Daniel C. Shapiro, Mayor

ATTEST:

Kent S. Street, Village Clerk

# REQUEST FOR BOARD ACTION

**Agenda Item:** 26-69

**Subject:** Request for Board Action – Resolution Approving 2026 SRO Agreement with Dist. 113

**Action Requested:** Approval

**Originated By:** Police Department

**Referred To:** Mayor and Board of Trustees

**Summary of Background and Reason for Request**

**Reports and Documents Attached:**

- Report with summary of background and reason for request
- Resolution Approving 2026 SRO Agreement
- 2026 District 113 Reciprocal Reporting and SRO Agreement

**Date Referred to Board:** June 15, 2026

**Action Taken:**

# DEERFIELD POLICE DEPARTMENT

DATE: June 10, 2026

TO: Kent Street, Village Manager

FROM: John J. Sliozis, Chief of Police

CC: Deputy Chief Brian Budny, Deputy Chief Chris Fry

SUBJECT: Request for Board Action – Resolution Approving an Agreement with School District 113 Regarding School Resource Officer and Reciprocal Reporting

On Monday, June 15, 2026, at the regularly scheduled meeting of the Mayor and Board of Trustees, the Police Department will seek the approval of a Resolution Approving an Agreement with District No. 113 for Reciprocal Reporting and a School Resource Officer.

**BACKGROUND**

In 2023, the Village entered into an intergovernmental agreement with the Board of Education of Township High School District No. 113 ("School District") regarding reciprocal reporting, digital image access, and a School Resource Officer (SRO). This agreement is critical to both the Village and the School District, as both organizations seek to promote the safety and security of the students, staff, and visitors who attend Deerfield High School. Since the Village and the School District entered into the prior agreement, the Illinois General Assembly adopted Public Act 104-0430. This legislation amended various provisions of the School Code and requires the Village and the School District to enter into an updated agreement to address the role of the School Resource Officer and the authority of the Village to issue citations to students.

The proposed updated agreement meets new requirements stipulating that the SRO will not be called upon by the school district to issue local ordinance citations for school disciplinary manners, and that the SRO will not issue students local ordinance citations on school grounds during school hours or while students are taking school transportation. The updated agreement also provides for new training requirements for the SRO that are mandated by the new legislation. These updates are consistent with the current practices of the Police Department. A copy of the new agreement is included with updates to the duties and responsibilities of the SRO. Exhibit C to the Agreement has not been included in the public packet because it contains confidential security protocols.

**RECOMMENDATION**

The Police Department recommends the Mayor and the Board approve a Resolution Approving an Agreement with District No. 113 for Reciprocal Reporting and a School Resource Officer.

John J. Sliozis
Chief of Police

**VILLAGE OF DEERFIELD**

**RESOLUTION NO. 2026-_____**

**A Resolution Approving an Intergovernmental Agreement with the Board of Education of Township High School District No. 113 For Reciprocal Reporting, Digital Image Access, and School Resource Officer**

**WHEREAS,** Article VII, Section 10 of the 1970 Constitution of the State of Illinois and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, provides that units of local government and schools may contract with one another to perform any activity authorized by law; and

**WHEREAS,** pursuant to Section 10-20.14 of the *School Code* (105 ILCS 5/10-20.14), school districts are encouraged to create to create memoranda of understanding with local law enforcement agencies that clearly define law enforcement's role in schools; and

**WHEREAS,** the Board of Education of Township High School District No. 113 (***"Board"***) operates Deerfield High School (***"School"***); and

**WHEREAS,** the Village operates the Deerfield Park Police Department, which provides services within the Village's jurisdiction; and

**WHEREAS,** the Village and the Board are public agencies pursuant to Section 2 of the *Intergovernmental Cooperation Act*, 6 ILCS 220/2; and

**WHEREAS,** in 2023, the Village Board approved an intergovernmental agreement between the Village and the Board for one of the Village's police officers to perform the duties of a School Resource Officer (***"SRO"***) at the School and share information (***"Intergovernmental Agreement"***); and

**WHEREAS,** since the Village and the Board entered into the Intergovernmental Agreement, the General Assembly adopted Public Act 104-0430, which amended various provisions of the *School Code*, and requires the Village and the Board to enter into a new agreement to address new requirements in the *School Code* regarding the role of the SRO and authority of the Village to issue citations to students (***"New Agreement"***); and

**WHEREAS,** the Village Council has determined that the execution of the New Agreement will serve and be in the best interests of the Village and its residents;

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE BOARD OF DEERFIELD, LAKE AND COOK COUNTIES, ILLINOIS,** as follows:

**SECTION 1: RECITALS.** The Village Board hereby adopts the foregoing recitals as its findings, as if fully set forth herein.

**SECTION 2: APPROVAL OF NEW AGREEMENT.** Pursuant to the Village's home rule authority, the New Agreement by and between the Village and the Board is hereby approved in substantially the form attached to this Resolution as **Exhibit A**.

**SECTION 3: AUTHORIZATION TO EXECUTE NEW AGREEMENT.** The Mayor and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the final New Agreement.

**SECTION 4: EFFECTIVE DATE.** This Resolution shall be in full force and effect from and after its passage and approval according to law.

AYES:

NAYS:

ABSTAIN:

ABSENT:

PASSED:

APPROVED:

RESOLUTION NO:

_____

Daniel C. Shapiro, Mayor

ATTEST:

_____

Kent S. Street, Village Clerk

**EXHIBIT A**

**NEW AGREEMENT**

**INTERGOVERNMENTAL AGREEMENT FOR RECIPROCAL REPORTING, DIGITAL IMAGE ACCESS, AND SCHOOL RESOURCE OFFICER**

**THIS INTERGOVERNMENTAL AGREEMENT** (***"Agreement"***) is made and entered into by and between the Board of Education of Township High School District No. 113 (***"District"***), and the Village of Deerfield, a home rule municipal corporation (***"Village"***) (the District and Village are, collectively, the ***"Parties"***).

**WHEREAS**, both the 1970 Illinois Constitution (Article VII, Section 10) and the *Intergovernmental Cooperation Act* (5 ILCS 220/1 et seq.) authorize and encourage intergovernmental cooperation; and

**WHEREAS**, Section 1-7(A)(8) and 5-905(1)(h) of the *Juvenile Court Act*, Sections 10-20.14, 10-21.7, 10-27.1A&B and 22-20 of the Illinois *School Code*, and Section 10/6(a)(6.5) of the *Illinois School Student Records Act* provide for and authorize agreements between local law enforcement agencies and school districts for reciprocal reporting of criminal offenses committed by students; and

**WHEREAS,** the District operates Deerfield High School and Highland Park High School (***"Schools"***), and Deerfield High School is located within the Village; and

**WHEREAS,** the District has installed digital camera systems at its Schools to enhance security and safety at the Schools, and the Parties believe that if the Village Police Department were granted access to the images created by the District's digital camera systems, the Police Department would be better situated to assist the District in the case of an emergency situation that endangered students, employees, or District property; and

**WHEREAS**, the District desires to have a Village police officer assigned to Deerfield High School on a contract basis to serve as a school resource officer (***"SRO"***), and the Village is willing to a provide a police officer for that purpose in exchange for the payment referenced in this Agreement;

**WHEREAS**, the Parties believe the SRO will facilitate a more personal relationship between law enforcement agents and students, assist in educational programs, and promote the safety and security of students, staff, and the school premises; and

**WHEREAS**, the District and the Village are desirous of entering into this Agreement for the purposes of promoting safety, security, and order for the staff, students, and premises at the District and of establishing a cooperative relationship between the District's and the Village's law enforcement efforts;

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and conditions contained in this Agreement and other good and valuable consideration, the District and Village agree as follows:

## I. COOPERATION AND AUTHORITY

### A. General Cooperation

1. The Superintendent of the District will provide the Village Police Chief with a list of administrators (***"School Officials"***) to be contacted as needed. The list will contain regular and emergency telephone and mobile numbers (if applicable), and identify which administrators are to be contacted for various types of problems and the order in which the administrators are to be contacted. The administrators identified shall be considered the "Appropriate School Officials" for purposes of § 1-7(a)(8) of the *Juvenile Court Act*.

2. The Village Police Chief will provide the Superintendent of the District with the names and titles of a primary and at least two back up contacts (***"Police Officials"***) responsible for implementing this Agreement. The officers shall provide their regular and emergency telephone and mobile numbers (if applicable). The Police Officials shall represent the Police Department in the Department's capacity as "juvenile authorities" within the meaning of the federal *Family Educational Rights and Privacy Act* and the *Illinois School Student Records Act* for purposes of reciprocal reporting of student record information.

3. The Superintendent and Police Chief may, as they deem necessary and upon written notice, designate different persons to the respective positions of School Official and Police Official.

4. School Officials and Police Officials will meet to facilitate and review implementation of this Agreement as often as necessary.

5. Nothing in this Agreement is intended to limit or restrict the duty and authority of school personnel to request police services for disturbances or other emergencies occurring in or around any school building, nor is it intended to limit or restrict the duty or ability of any person attending or employed by the District to provide information or otherwise cooperate in law enforcement investigations, including but not limited to providing witness statements and testimony.

### B. District Authority Over the Educational Environment

1. Collaboration between the District and the Village and respect for the important role each party plays in connection with our community's youth are essential to the success of the mission of both Parties.

2. The Village recognizes the responsibility and authority of District Officials to manage the educational environment.

3. Both Parties recognize that disciplining students for violations of the Student Code of Conduct is appropriate for District Officials to manage.

4. The District recognizes that discretion regarding whether to investigate or charge a student or other individual with an ordinance, criminal, or traffic violation lies with Police Officials.

5. The Parties seek to implement a partnership that creates effective and positive school student discipline that (a) is part of the District's larger effort to address school safety and climate; (b) includes proactive and restorative methods rather than only punitive; and (c) is clear, consistent, and equitable.

6. Both Parties understand the privacy protections of federal and state law in the disclosure of student records. The District may refuse disclosure requests by Police Officials without a warrant, court order, or other exception enumerated by the *Illinois School Student Records Act*, 105 ILCS 10/1 *et seq.*, and the *Family Educational Rights and Privacy Act*, 20 U.S.C. 1232g.

## II. RECIPROCAL REPORTING

### A. Reporting of Student Criminal Activity

1. *By School Officials to Police Officials*

a. School Officials will promptly report to Police Officials any activity of students who reside in the Village or attend Deerfield High School, which arises on school property or at a school-related function, that involves or is suspected to involve:

i. Criminal gang activity;

ii. Criminal sexual offenses;

iii. Any violation of Article 24 of the *Criminal Code*, 720 ILCS 5/24-1 *et seq.*, or weapons such as guns and knives, explosives, impact devices, or any item used as a weapon;

iv. Sale of drugs or other intoxicants;

v. Possession of drugs or other intoxicants;

vi. Fights or other violent activity which might reasonably carry over into the community;

vii. Abuse, neglect, lock-out, and runaway situations;

viii. Acts of vandalism;

ix. Hate crimes;

x. Other activities involving students which threaten the safety of students or any other person on or off District property; or

xi. Any state or federal crime occurring or which has occurred on school property or at a school event that might reasonably carry over into the community.

The Parties further recognize that the District may share with Police Officials other information related to students determined by the District to otherwise be appropriate and lawful for sharing to support preadjudicatory intervention with a student by the Village. Nothing in this Section II.A.1.a shall be interpreted to: (i) require the Village to pursue a criminal investigation or seek charges against a student if the Village determines that such action is not warranted or prudent; or (ii) prevent the District from imposing discipline against a student or providing other behavioral intervention, mental health, and social services to a student if the District deems it appropriate to do so.

b. Upon receipt of a written complaint from any school personnel, School Officials shall report all incidents of battery committed against teachers, teacher personnel, administrative personnel, educational support personnel, or school employees to Police Officials. 105 ILCS 5/10-21.7.

c. School Officials will immediately report to Police Officials any time a report is made that a person with a firearm has been observed on school grounds. 105 ILCS 5/10-27.1A.

d. School Officials will immediately report to Police Officials any time a report is made of a verified incident involving drugs in the school or on school owned or leased property, including any conveyance owned, leased, or used by the school for the transport of students or school personnel. 105 ILCS 5/10-27.1B.

e. Where violence or other activity poses an imminent threat to the safety of students or any other person, the information will be shared

as soon as possible; otherwise, the information will be shared not later than two business days after the information becomes known to School Officials.

f. Information shared under Section II.A.1.a above may be communicated orally and may also include the disclosure of student records in accordance with Section 10/6(a)(6.5) of the *Illinois School Student Records Act*. All information disclosed and communications made under this Agreement are therefore to remain confidential and will not be disclosed to any other party, except as provided by law or court order. Section 10/6(a)(6.5) of the *Illinois School Student Records Act* provides that the District may release school student records or information to juvenile authorities when necessary for the discharge of their official duties upon a request for information prior to adjudication of the student and if certified in writing that the information will not be disclosed to any other party except as provided under law or order of court. "Juvenile authorities" include probation officers, law enforcement officers and prosecutors, and others as defined in Section 10/6(a)(6.5) of the *Illinois School Records Act*.

2. *By Police Officials to School Officials*

a. As provided by Section 1-7(a)(8) of the *Juvenile Court Act*, and except as limited or prohibited by any laws or administrative regulations, Police Officials will share law enforcement records with School Officials that relate to the following offenses or suspected offenses (as this list may be revised pursuant to subsequent legislative amendment to the Juvenile Court Act) with respect to a minor enrolled in one of the District's schools who has been taken into custody or arrested when Police Officials believe that there is an imminent threat of physical harm to students, school personnel, or others will not (i) create a threat of harm to any person that outweighs the preventative benefit of sharing the information, as determined by the Village, (ii) jeopardize a pending or actually and reasonably contemplated investigation, (iii) interfere with a pending or contemplated law enforcement, administrative, or judicial proceeding; (iv) create a substantial likelihood that a person would be deprived of a fair trial or impartial hearing; (v) disclose unique or specialized investigative techniques; (vi) or cause an unnecessary invasion of a person's privacy:

i. Any violation of Article 24 of the *Criminal Code* (720 ILCS 5/24 *et seq.*) (weapons);

ii. A violation of the *Illinois Controlled Substances Act* (720 ILCS 570/100, *et seq.*);

iii. A violation of the *Cannabis Control Act* (720 ILCS 550/1, *et seq.*);

iv. A forcible felony as defined in Section 2-8 of the *Criminal Code* (720 ILCS 5/2-8);

v. A violation of the *Methamphetamine Control and Community Protection Act* (720 ILCS 646/1 *et seq.*);

vi. A violation of Section 1-2 of the *Harassing and Obscene Communications Act* (720 ILCS 5/26.5);

vii. A violation of the *Hazing Act* (720 ILCS 5/12C-50); or

viii. A violation of Section 12-1, 12-2, 12-3, 12-3.05, 12-3.1, 12-3.2, 12-3.4, 12-3.5, 12-5, 12-7.3, 12-7.4, 12-7.5, 25-1, or 25-5 of the *Criminal Code* (720 ILCS 5/) (bodily harm and mob action).

b. As provided by Section 1-7(a)(8) of the *Juvenile Court Act*, and except as limited or prohibited by other laws or administrative regulations, Police Officials will share information with School Officials concerning a minor who is the subject of a current police investigation that is directly related to school safety unless Police Officials believe that sharing the information will: (i) create a threat of harm to any person that outweighs the preventative benefit of sharing the information, (ii) jeopardize a pending or actually and reasonably contemplated investigation, (iii) interfere with a pending or contemplated law enforcement, administrative, or judicial proceeding; (iv) create a substantial likelihood that a person would be deprived of a fair trial or impartial hearing; (v) disclose unique or specialized investigative techniques; (vi) or cause an unnecessary invasion of a person's privacy. Such information may only be shared orally. An investigation means an official, systemic inquiry by Police Officials into actual or suspected criminal activity.

c. Upon request, as provided by 5 ILCS 140/2.15, Police Officials will share the following arrest and criminal history information with School Officials that relate to a student enrolled in one of the District's schools who is 18 years of age or older, unless Police

Officials determine that disclosure would: (i) create a threat of harm to any person, (ii) jeopardize a pending or actually and reasonably contemplated investigation, (iii) interfere with a pending or contemplated law enforcement, administrative, or judicial proceeding; (iv) create a substantial likelihood that a person would be deprived of a fair trial or impartial hearing; (v) disclose unique or specialized investigative techniques; (vi) or cause an unnecessary invasion of a person's privacy:

i. information that identifies the student, including the name, age, address, and photograph, when and if available;

ii. information detailing any charges relating to the arrest;

iii. the time and location of the arrest;

iv. the name of the investigating or arresting law enforcement agency;

v. if the individual is incarcerated, the amount of any bail or bond; and

vi. if the individual is incarcerated, the time and date that the individual was received into, discharged from, or transferred from the arresting agency's custody.

d. As required by Section 22-20 of the Illinois *School Code*, Police Officials shall report to the District's Principal or designee whenever a student is detained for proceedings under the *Juvenile Court Act* or for any criminal offense or any violation of a municipal or County ordinance. The report shall include the basis for the detention, the circumstances surrounding the detention, and the status of the proceedings. Police Officials shall periodically update the report as significant stages of the proceedings occur and with the disposition of the matter.

e. Nothing in this Section II.A.2 shall be interpreted to: (i) prohibit the Police Officials from sharing additional information with the District; or (ii) allow the Police Officials to withhold from the District any information or records that would otherwise be available to the District pursuant to the Freedom of Information Act or any other statute.

**B. Confidentiality and Records**

1. Content of Criminal Activity Information. All criminal activity information reported to the Village by the District shall include the names of all involved persons, including District students and minors, except in cases where the name of the victim is protected under the *Rights of Crime Victims and Witnesses Act*, 725 ILCS 120/1, *et seq*., as amended, or other applicable law or where disclosure of the names of involved persons is prohibited by student records confidentiality or other confidentiality law.

2. Confidentiality of Records and Criminal Activity Information. Any law enforcement and student records subject to disclosure under this Agreement shall not be disclosed or made available in any form to any person or agency other than as set forth in this Agreement or as authorized by law or court order. Police Officials and School Officials shall develop procedures to ensure such nondisclosure of criminal activity information. Such procedures shall be designed to also ensure that any criminal activity information is not available to other employees, or any persons other than as authorized by this Agreement or by law.

3. Non-Educational or School Records.

   a. School Officials shall follow State and federal laws regarding student records.

   b. All reports and records shared by Police Officials with School Officials shall be kept in a secure location and shall not be a public record. Such information shall be kept separate from and shall not become a part of the student's official school record. The information shall be used by School Officials solely to aid in the proper rehabilitation of the student and to protect the safety of students and employees in the schools.

**C. No Restriction on Authority**. This Agreement shall not act to restrict either Party's authority provided under law to release of information to the other Party made in accordance with applicable law, as may be amended from time to time.

**D. Validity of Pre-Existing Reciprocal Reporting Agreement**. By entering into this Agreement, the Parties do not disturb the continuing validity of either Party's participation in the countywide agreement entitled Reciprocal Reporting Agreement Between the Sheriff of Lake County and the Chiefs of Police of Lake County and the Boards of Education of the School Districts of Lake County, executed by the various parties over a period of several years, with most signatures added from 1999-2001

(***"Prior Agreement"***). However, this Agreement controls and supersedes, in its entirety, the Prior Agreement as it relates to the relationship between the Parties.

## III. VILLAGE ACCESS TO IMAGES FROM DISTRICT DIGITAL CAMERAS

**A. Provision of Access to Digital Camera System.** The District shall provide the Village Police Department with the necessary login information in order to enable the Village Police Department to view real time video and recorded video created by District digital cameras. This Section III applies to District cameras in the Deerfield High School building, and does not apply to any cameras in other buildings or on school buses.

**B. Limited Viewing**

1. Authorized Viewers and Designated Devices. Individuals authorized to view images created by the District digital cameras shall be limited to the following individuals (collectively, ***"Authorized Viewers"***):

    i. The Village Police Chief;

    ii. Village Police Department employees authorized by the Chief or, in the absence of the Chief, the Chief's designee; and

    iii. The Village's IT employees and IT contractors authorized by the Chief, or in the absence of the Chief, the Chief's designee

2. The Authorized Viewers may log in to the District's camera software only from designated Village computers or other electronic devices meeting District's technical specifications and approved by the District. The IP address of each Village device approved by the District shall be registered in advance with the District's Chief Information Officer. The Village shall test the login from all designated devices on a quarterly basis.

**C. Access to Live Feed and Recorded Video**

The Village shall not permit any individual, including Authorized Viewers, to view real time video (live feed) from the District digital camera system or recorded videos maintained on the District's digital camera system on a routine basis. Authorized Viewers shall be permitted to view real time video streamed or recorded video stored on the District's digital camera system only when:

1. An emergency call (e.g. 911 or otherwise) is made from or regarding the Deerfield High School;

2. Necessary or prudent, as determined by the Village, for the Village Police Department to deter or protect against an imminent and substantial threat

that is likely to result in significant bodily harm or damage to District property;

3. Requested by the Superintendent of the District or Principal of the School;

4. Necessary or prudent for purposes of training for response to emergencies in the District buildings, with: (i) for the access of live video, advance notice of the date, time, and purpose to the School Principal or designee and consent in advance by the Principal; or (ii) for access to recorded video, consent in advance by the Principal in compliance with applicable laws; or

5. For investigative or other purposes, with consent in advance by the Principal in compliance with applicable laws.

**D.** **Limited Download and Retention.** The Village shall not download or record in any manner any footage or images from the District's digital camera system unless either the downloading or recording is done by the Village as part of an active or reasonably contemplated law enforcement investigation, is authorized by a court, or the Village receives permission from the District.

**E.** **Freedom of Information Act.** If the Village receives a Freedom of Information Act request for any footage or images downloaded by the Village from the District's digital camera system, the Village shall immediately notify the District and work in good faith with the District before responding to the Freedom of Information Act request.

**F**. **School Student Records**

1. The images created on the District's digital cameras are created for security purposes and are therefore not school student records as defined by Section 2 of the Illinois School Student Records Act, 105 ILCS 10/2, and Section 375.10 of Title 23 of the Illinois Administrative Regulations, 23 ILADC 375.10, and as interpreted by the U.S. Department of Education under the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g. Such images may, however, become school student records, such as if subsequently used by the District in a student disciplinary matter or for other official purposes.

2. The District shall notify the Village Police Chief of any recordings that become school student records. The Village shall, if requested by the District and permitted by law, erase any images that the Village has retained that have become school student records, unless such images are part of an active or reasonably contemplated police investigation into actual or suspected criminal activity.

3. Any images that the Village maintains that have become school student

records must be kept strictly confidential and only disclosed:

a. With prior approval of the Superintendent of the District or the Superintendent's designee;

b. In the case of an emergency as defined in Section 375.60 of Title 23 of the Illinois Administrative Regulations, 23 ILADC 375.60; or

c. In good faith consultation with the Superintendent of the District or the Superintendent's designee and in accordance with the *Illinois School Student Records Act*. 105 ILCS 10/6.

## IV. THE SCHOOL RESOURCE OFFICER PROGRAM

### A. Selection of the School Resource Officer

The District, through the Superintendent or designee, and the Village, through the Police Chief or his designee (***"Supervisor"***), will work collaboratively to select the SRO. The Village will provide to the District police officers who are in good standing with the Village and with the following desired qualifications for review, all as determined by the Village:

1. Illinois Certified Police Officer with the Village for at least two years;

2. State of Illinois certified juvenile officer;

3. School resource officer training certification as required by the *School Code* (105 ILCS 5/10-20.68), including current certification of completion of the Illinois Law Enforcement Training and Standards Board SRO Course or ILETSB approved waiver within one year of the SRO's assignment, and as set forth in the *Illinois Police Training Act* (50 ILCS 705/10.22), including renewals thereof, and also such additional training as may be required to meet a minimum of 48 hours of National Association of School Resource Officer (NASRO) training. The Village will not apply for a waiver of the school resource officer training requirement under the *School Code* without first providing notice to the Superintendent of the District; and if the Village applies for a waiver of the school resource officer training requirement, the Village will promptly enroll the officer in a school resource officer training course to obtain the training as soon as practicable;

4. Training on working with students with disabilities to ensure appropriate and effective interactions that support their educational and behavioral needs;

5. Willingness to serve as the SRO for at least four years;

6. Effective oral and written communication skills;

7. Ability to resolve conflict efficiently and effectively;

8. Excellent problem-solving skills;

9. Sound judgment and decision-making skills;

10. A calm and professional demeanor;

11. Flexible mindset with the ability to interact effectively with school administration, parents and students;

12. Self-reliance with the ability to work productively with minimal supervision;

13. Dedication to enhancing a positive relationship between youth, parents, community, police department and school staff;

14. Positive role model; and

15. Integrity and professionalism.

In addition, the Village recognizes that the District has a preference for an SRO that has previous experience serving as an SRO and at least five years of full-time experience as a police officer, and the Village will take this preference into consideration when considering who to appoint as the SRO.

The Village will include the District in the SRO candidate interview process and otherwise consult with the District in the SRO selection process. The Village shall assign the SRO only after receiving input and a recommendation from the Superintendent or the Superintendent's designee. The Village will give due consideration to, and make reasonable efforts to accommodate, the District's recommendations for SRO selection. Provided that this process set forth herein is followed, the District acknowledges and agrees that the Village shall have the sole and absolute discretion to make the final selection and appointment of the SRO.

**B.** **Relationship.** The SRO shall remain an employee of the Village and will at all times abide by all personnel rules of the Village and any applicable Collective Bargaining Agreement. As an employee of the Village and not the District, the SRO shall not be entitled to any benefits that the District provides to its employees. The Village shall be fully responsible to the SRO for the payment of all employee compensation and benefit obligations, subject to reimbursement from the District in accordance with Section IV.H of this Agreement.

**C.** **Supervision.** As an employee of the Village, the SRO shall be subject to the chain of command of the Police Department. When serving in the role of SRO, he/she shall

coordinate and communicate with the Superintendent or the Superintendent's designee regarding daily activities. In the event the SRO fails to abide by the terms of this Agreement or perform the duties outlined in Exhibit A, the Superintendent or designee shall notify the Supervisor of the specific problems. If the SRO fails to remedy the problems within 15 days of the date of notification, the Superintendent or designee may request a new SRO and the Superintendent or his or her designee and the Supervisor will work cooperatively to resolve the problem, which may include appointing a new SRO at the discretion of the Village.

**D.** **Scope of Duties.** The scope of the SRO's duties and responsibilities is set out in Exhibit A, which may be changed or redefined at any time when agreed upon in writing by both the Supervisor and the Superintendent or designee. The SRO shall not issue a fine, fee, ticket, or citation to a student as a school-based disciplinary consequence or for a municipal code violation on school property during school hours, during school-related events or activities, or while taking school transportation.

**E.** **Schedule.** The SRO shall be assigned to the District and on duty:

1. Every school day throughout each regular school year, commencing prior to the start of the first class period and ending after the last class period, unless: (i) the District informs the Village that the SRO is not needed during those times; (ii) as directed by the Village in an emergency; (iii) the SRO has training, provided that the times of absence are preapproved by the District; or (iv) as otherwise agreed to by the District and Village; and

2. During approximately 20 special events per school year, upon the prior mutual agreement of the Village and the District, which special events may include, without limitation, extracurricular events and school dances. Attendance at special events shall paid by the District in accordance with Section IV.H of this Agreement

**F.** **Summer Duty.** If requested by the District and agreed upon by the Village, the Village shall provide a police officer to serve as an SRO during summer events. If an SRO serves during summer events, the District shall pay to the Village for the hours worked by the SRO at an hourly rate to be agreed upon by the parties. The Parties agree that the officer who works during summer may be different from the officer who is assigned to work as the SRO during the regular school year.

**G.** **Data Collection and Reporting.** The parties agree that by no later than July 1, 2027, the parties shall reach agreement on procedures to document the number of K-12 students referred to the Police Department, including the SRO, wherein there will be documentation the number of total students referred, as well as documentation of the number of times each individual student was referred in instances that

occurred on school grounds, during school-related events or activities (regardless of whether it was in-person or virtual), or while taking school transportation.

**H. Evaluation of the Program.** Each year, the Superintendent or designee and Supervisor shall set goals for the program and agree on methods to monitor progress toward the established goals (e.g. data, surveys). At least once each year, the Superintendent or designee and Supervisor will meet to evaluate the Program with respect to the goals and may revise Exhibit A to address the goals.

**I. Cost.**

1. Amount. The District shall pay to the Village 75 percent of the total salary and costs for all benefits paid by the Village to the SRO or incurred by the Village as a result of employing the SRO, including, without limitation, healthcare and pension benefits, costs for any overtime duty that is the direct result of the SRO services rendered to the District, costs related to any *Public Safety Employee Benefits Act* benefits, or any other costs for the SRO while the SRO may be out on medical or other type of approved or required leave. The District acknowledges that the total wages and benefits paid to the SRO will be determined by the Village and subject to an annual cost-of-living adjustment and other increases in each calendar year, in an amount to be determined by the Village. The Village will provide advance notice to the District of any known annual increases in costs under this paragraph.

2. Training Costs. Upon the prior written approval of the District, which approval may not be unreasonably withheld, the District shall pay to the Village one-half of the costs incurred by the Village for training programs for the SRO in matters directly related to the SRO's duties at the District, provided that, at minimum, SRO has taken, or is enrolled in, the training programs necessary to meet the requirements for SRO training provided in the Illinois *School Code*, consistent with the recommendations issued by the Illinois Law Enforcement Training and Standards Board. Failure to enroll the SRO in an approved training program shall result in the Village forfeiting its right to the District's agreement to pay one-half of the costs incurred by the Village for training programs for the SRO, as detailed in this section IV.H.2. The Parties agree that the SRO will complete implicit bias training courses relevant to the SRO's duties, as approved by the District, with the costs to be shared equally by the Parties.

3. Invoices. The Village shall issue to the District monthly (12) invoices for the salary and benefits earned by the SRO, and the District agrees to pay each invoice in accordance with the *Local Government Prompt Payment Act*, 50 ILCS 505/1 *et seq.*

4. Grants. The District shall work cooperatively with the Village to pursue any grant funding that may be available to mitigate the costs of providing an SRO to the District pursuant to this Agreement.

5. Uniforms. The Village shall issue to the SRO polo shirts or other casual apparel, which the SRO may wear instead of their regular uniform as determined by the Village.

**J. Student Records.**

1. For purposes of the *Illinois School Student Records Act*, 105 ILCS 10/, and the *Family Educational Rights and Privacy Act of 1974*, 20 U.S.C. 1232(g), the SRO shall be considered a school official of the District. As such, the SRO shall have access to student records only as determined by the District to be necessary for the fulfillment of his/her duties as prescribed in this Agreement. The SRO shall keep all student records confidential except if disclosure is required by law. The SRO shall disclose student records only in circumstances and in a manner authorized by State and federal law. The parameters of SRO access to student records are further detailed in Exhibit B to this Agreement, attached hereto and incorporated herein.

2. Consistent with Section 10/2(d) of the *Illinois School Student Records Act*, reports of the SRO shall be deemed the reports of a law enforcement professional and shall not be considered a student record. 105 ILCS 10/2(d). For purposes of the *Family Educational Rights and Privacy Act of 1974*, 20 U.S.C. 1232(g), the SRO designated to work with the District pursuant to this Agreement shall be considered a law enforcement unit of the school such that the records created and maintained by SRO for the purpose of law enforcement shall not be considered educational records.

**K. Body Worn Cameras.**

1. All parties agree that any use of body worn cameras ("BWCs") on District Property must be subject to and in compliance with federal, state and local regulations.

2. The Village shall use its best efforts to notify the District at least two months before the SRO begins use of BWCs and provide a copy of the Village policy on use of BWCs required by statute, and the Village shall provide written information and training to the District and its administration regarding the same. The training shall include the objectives and procedures for the use of BWCs in public and in schools. The SRO shall be trained in the operation of the equipment prior to its use.

3. To maximize the effectiveness of the BWC and the integrity of the video documentation, the SRO shall adhere to the objectives and procedures outlined in this Agreement and the Village's written policy regarding the use of BWCs adopted in accordance with *Law Enforcement Officer-Worn Body Camera Act* (50 ILCS 701/10- 1 *et seq.*). The responsibilities of the SRO in the schools consist largely of the performance of non-enforcement related activities, including community caretaking, educational, and other non-law enforcement activities contemplated. As such, the SRO's BWC will normally remain in an inactivated (buffering) mode unless the SRO is responding to calls for service or engaged in any law enforcement-related encounter or activity.

4. The Village may, in its discretion, and if not otherwise prohibited by law, provide to the District copies of any such filming of students, parents, employees or others upon school property, upon request for such copies by the District, as a law enforcement record. In the event that the Village receives advice that providing a copy of such videos is prohibited, the Village agrees to utilize reasonable efforts to facilitate the availability of its officer(s) that made the video to testify, upon request by the District, in any school disciplinary hearing concerning his/her/their knowledge of the facts and circumstances of the videoed incident. Any such film or video taken by and kept in the possession of the SRO or the Village may be considered law enforcement records under the *Family Educational Rights and Privacy Act* (20 U.S.C. §1232g and 34 C.F.R. §99.8) and *Illinois School Student Records Act* (105 ILCS 10/2(d)). Any copy of such film or video, if permitted by law to be provided to the District, may become an educational record of the District.

**K. Substitute SRO Services.**

If the SRO is not able to report to duty at the School on a given day, the Village will make best efforts to provide a substitute law enforcement officer. If a substitute officer cannot be provided, the Village will make best efforts to have an officer check in with the Principal's Office, walk through the building, and drive through the parking lot. Both parties agree that, in the event the SRO is out on family or medical leave for any reason, the Village will assess availability and will use reasonable efforts to provide an interim SRO until the assigned SRO can return from leave, provided that the provision of an interim-SRO does not interfere with police operations or put additional strain on the Village's staffing levels. Further, both parties agree that, in such circumstances, the parties will coordinate and discuss additional options for ensuring SRO services are provided, to the extent possible, until the assigned SRO can return from leave. If possible, the substitute and interim officers will have SRO or juvenile officer training and experience. The District will reduce the scope of the SRO duties for substitute and interim officers to focus primarily on safety and security issues. The Parties may agree to increase the consistency or level of support to be provided by the Village during absences of the

SRO, such as by designating or providing additional officers, and will amend this Agreement pursuant to Section V.G to effectuate such agreement as appropriate.

**L. Storage of Firearms on School Property**

The SRO may store firearms on District property when unattended by the SRO or not within the SRO's vehicle. Such storage shall comply with the protocols attached to this Agreement as Exhibit C.

## V. OTHER TERMS AND CONDITIONS

**A. Complete Agreement.** This Agreement sets forth all the covenants, conditions, and promises between the Parties. There are no covenants, promises, agreements, conditions or understandings between the Parties, either oral or written, other than those contained in this Agreement.

B. **Relationship of the Parties.** Nothing in this Agreement shall be construed to consider any party, or its respective employees or agents, as the agents or employees of the other party. Nothing contained in or done pursuant to this Agreement shall be construed as creating a partnership, agency, joint employer, or joint venture relationship between the Village and the District. No party shall become bound, with respect to third parties, by any representation, act, or omission of the other party. This Agreement is for the benefit of the Parties only and is not intended to raise or acknowledge any duty regarding conduct or other form of liability as to third parties.

C. **Indemnification.**

1. To the fullest extent permitted by law, the District agrees to indemnify and hold harmless the Village, its officers, officials, agents, volunteers, employees, and their successors and assigns, in their individual and official capacities (the ***"Village Indemnified Parties"***) from and against any and all liabilities, loss, claim, demand, lien, damage, penalty, fine, interest, cost and expense, including without limitation, reasonable attorneys' fees and litigation costs, incurred by the Village Indemnified Parties arising out of any activity of the District in performance of this Agreement, or any act or omission of the District or of any employee, agent, contractor, or volunteer of the District (the "School Indemnitors"), but only to the extent caused in whole or in part by any negligent act or omission of the School Indemnitors.

2. To the fullest extent permitted by law, the Village agrees to indemnify and hold harmless the District, its Board and its members, employees, volunteers, agents, their successors, and assigns, in their individual and official capacities (the ***"School Indemnified Parties"***) from and against any and all liabilities, loss, claim (including employment claims), demand, lien, damage, penalty,

fine, interest, cost and expense, including without limitation, reasonable attorneys' fees and litigation costs, incurred by the School Indemnified Parties arising out of any activity of the Village or the SRO in performance of this Agreement, or any act or omission of the Village or of any employee (including, but not limited to the SRO), agent, contractor or volunteer of the Village (the ***"Village Indemnitors"***), but only to the extent caused in whole or in part by any negligent act or omission of the Village Indemnitors.

3. Nothing contained in Section V.C or in any other provision of this Agreement is intended to constitute nor shall it constitute a waiver of the defenses available to the District or the Village under the *Illinois Local Governmental and Governmental Employees Tort Immunity Act*.

**D.** **Insurance.** Each Party shall keep in full force at all times during the term of this Agreement, Commercial General Liability Insurance, on an occurrence basis, with limits of not less than $3,000,000.00 per occurrence and in the aggregate. Within seven days of the last Party's execution of this Agreement, each Party shall furnish to the other a certificate of insurance evidencing the insurance obligations under this Agreement. Each Party may satisfy the insurance obligations under this Section V.D. by utilizing excess or umbrella insurance. Each party shall name the other Party's Indemnitors (defined in Section V.C.) as additional insured on all insurance required hereunder. To the fullest extent permitted by each insurance policy and without invalidating any coverage thereunder, the Parties waive any right of subrogation that they or any of their agents may have against the other Party's Indemnitors.

**E.** **Term and Renewal.** This Agreement shall take effect upon the execution of this Agreement and shall be in full force and effect for a period of one year thereafter. This Agreement shall automatically renew for successive one-year periods unless terminated as provided below. Commencing in Spring 2025, every two years the Parties shall meet and discuss their relationship under this Agreement.

**F.** **Termination.** This Agreement may be terminated by the Village at any time upon 60 days advance written notice to the District. This Agreement may be terminated by the District at any time upon six months advanced written notice to the Village. Section III (Village Access to Images From District Digital Cameras) of this Agreement may be terminated at any time upon 30 days advance written notice by either party without terminating the other Sections of this Agreement. Sections IV.H and V.C shall survive termination of this Agreement. In the event this Agreement is terminated by either party, the District shall be reimbursed for any excess payments made pursuant to Section IV.H. of this Agreement provided that the District is not in breach of this Agreement.

**G.** **Amendments and Modifications.** This Agreement may be modified or amended

from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly signed by an authorized representative of each Party.

**H.** **Provisions Severable**. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

**I.** **Assignment.** Neither party hereto may assign its respective rights or duties hereunder.

**J.** **Waiver of Breach.** If either party waives a breach of any provision of this Agreement by the other party, that waiver will not operate or be construed as a waiver of any subsequent breach by either party, nor shall it prevent either party from enforcing such provisions.

**M.** **Effective Date.** This Agreement shall be deemed dated and become effective on the date the last of the Parties signs as set forth below the signature of their duly authorized representatives.

**IN WITNESS WHEREOF**, the Parties hereto have executed this agreement by their property officers duly authorized to execute the same.

| **Village of Deerfield** | **Township High School District 113** |
|---|---|
| By: _____ | By: _____<br>President, Board of Education |
| Title: _____ | |
| Date: _____ | Date: _____ |
| _____<br>Printed Name | |
| Attest: _____<br>Village Clerk | Attest: _____<br>Secretary, Board of Education |

**EXHIBIT A**

**SCHOOL RESOURCE OFFICER JOB DESCRIPTION TOWNSHIP HIGH SCHOOL DISTRICT 113**

The goal of a School Resource Officer (SRO) is to strengthen the Police Department's bond with the District through the daily interaction with the students and school staff. The school setting provides an environment that can offer preventative programs to assist youth in making good decisions while also deterring involvement in criminal conduct, drug and alcohol use and gang-like behavior. The SRO, in conjunction with school staff, can mentor youth and steer them towards more positive choices. The intent of the SRO Program is to establish positive working relationships between the police, school administration, social service agencies, parents, teachers, students and the community, in order to maintain a safe and stable environment. The SRO must measure his/her safe response while carefully taking into consideration the best interests of the students and school.

**The objectives of the SRO are:**

1. To foster a more personal relationship between law enforcement and students with the goal of promoting a greater respect for the law.

2. To function as a resource to the school for students, staff and administration in legal matters and social issues.

3. To assist in the preparation of educational programs concerning social problems and violations of the law.

4. To assist in the protection of the school community from illegal activity both inside and outside of the school.

5. To assist school officials in the prevention of and effective response to criminal offenses.

**The primary duties and responsibilities include, but are not limited to:**

1. The SRO shall be assigned to District buildings by the District with input from the Village.

2. The SRO shall, whenever possible and in accordance with guidance from the District, participate in or attend school functions during the SRO's regular duty hours in order to assure the peaceful operation of school-related programs.

3. When requested, assistance with conducting inspections and searches of lockers, desks, parking lots and other school property and equipment owned or controlled by the District for illegal drugs, weapons or other illegal or dangerous substances or materials, including searches conducted using specially trained dogs. If a search produces evidence that the

student has violated or is violating the law such evidence may be seized by school authorities and/or turned over to law enforcement authorities, and disciplinary action may be taken. 105 ILCS 5/10-22.6 and 10-22.10a.

4. The SRO shall attend suspension review and/or expulsion hearings upon the request of District officials or the Superintendent. The SRO shall be prepared to provide testimony on any actions that were taken by the SRO and any personally observed conduct witnessed as permitted by law.

5. The SRO shall conduct himself or herself as a role model at all times and in all facets of the job; shall seek to establish a strong rapport with staff, faculty, students, parents and other members of the school community; and shall encourage students to develop positive attitudes toward the school, education, law enforcement officers and good citizenship in general.

6. Cooperation with the parent-teacher advisory committee to develop policy guideline procedures that establish and maintain a reciprocal reporting system between the District applicable local law enforcement agencies regarding criminal offenses committed by students. 105 ILCS 5/10-20.14 and see Board Policy 2:150, *Committees.*

7. Promoting a positive relationship and enhance communications among police officials, students, faculty and staff.

8. Assisting the school administration in the reporting and resolution of criminal behavior on school grounds or at school sponsored events. Special attention will be given to incidents involving violence, gang-like behavior, drugs and alcohol or other school safety issues.

9. Assist in the staff development and training of school security personnel.

10. Making presentations in the classroom environment as it relates to established law, law enforcement, school/personal safety and traffic issues.

11. Promoting a positive relationship with school staff, counselors and administration to identify problems and define solutions.

12. Assisting in the development of prevention programs and crisis planning as required by the school staff and the police department.

13. Acting as a liaison between the Police Department personnel and school officials.

14. Conducting investigations of all alleged criminal activities on school property that occur during the regular school day or at school sponsored events, in accordance with Police Department policy.

15. Patrolling school grounds when necessary.

16. Responding to calls for service at or around the school facility while on duty.

17. Enforcing federal and state laws.

18. Networking with area school resource officers in order to effectively monitor youth trends and behavior.

19. Observing and assisting the District with the annual law enforcement drill to address a school shooting incident as required by the *School Safety Drill Act*, 105 ILCS 128/20(c).

20. Participating in training with other school staff as requested by the District on topics including, but not limited to, proper student restraint techniques and crisis prevention intervention (CPI).

21. Participating, advising, and consulting in the annual review of the school's emergency and crisis response plan, protocols, and procedures, including procedures regarding the District's threat assessment team pursuant to Section 25 of the *School Safety Drill Act*, 105 ILCS 128/25, and serve as the law enforcement representative on the District and school threat assessment team(s) pursuant to 105 ILCS 128/45.

**Detention and Questioning of Students on School Grounds**

The SRO and the District shall comply with Section 22-88 of the *School Code* (105 ILCS 5/22-88), as may be amended, when detaining or questioning a student on school grounds who is under 18 years of age and who is suspected of committing a criminal act.

**In accordance with Section 10-20.64 of the *School Code* (105 ILCS 5/10-20.64), there shall be no student booking station established or maintained on the grounds of any school.**

## EXHIBIT B

## ACCESS TO RECORDS

**A.** **District Records.** The Parties acknowledge and agree that the SRO may have access to District records as follows:

1) The SRO may have access to "directory information" of students as needed to perform duties.

2) In addition to as provided in this Agreement, the SRO may have access to live feed of security cameras in the District pursuant to authorization of the Superintendent or Principal. To the extent camera footage constitutes a student record as defined by the School Code, recorded camera footage will be treated as student record information pursuant to Paragraph A.3 below.

3) The SRO may have access to other (non-directory) student record information pursuant to the following legal guidelines, as interpreted and approved by the Superintendent or Principal:

   i) **As a School Official**. The SRO may receive personally identifiable information ("PII") from the District as a "school official" performing SRO duties under this Agreement when the SRO has a direct and legitimate educational interest in the student. A "legitimate educational interest" shall include promoting school safety and physical security of the students. The PII must remain under the direct control of the District, and the SRO may use information obtained as a school official only for the purposes for which it is obtained, and will not disclose such information to third parties, including other employees of the Police Department who are not acting as school officials, unless consent of the parent (or student age 18 or older or has otherwise succeeded to their rights under ISSRA) is obtained or an exception to the statutory consent rule applies.

   ii) **Under the Reciprocal Reporting Agreement**. The SRO may receive from the District PII related to students pursuant to the reciprocal reporting provisions of this Agreement.

   iii) **Emergencies**. In an emergency, as determined by the Superintendent or School Principal.

If the SRO receives PII from this District under Section 3.ii or 3.iii, the information shall not be governed by the terms of Section 3.i. Notwithstanding the termination of this Agreement for any reason, the confidentiality provisions set forth in this Agreement shall continue in full force and effect following such termination.

**B.** **Law Enforcement Records**. In accordance with law, the Parties understand that all records both generated and maintained solely by the SRO and the Village shall not constitute student records under FERPA/ISSRA.

# REQUEST FOR BOARD ACTION

**Agenda Item:** 26-70

**Subject:** Request for Board Action – Resolution Approving IGA with Lake County Board of Health Related to the Animal Care and Control Program

**Action Requested:** Approval

**Originated By:** Police Department

**Referred To:** Mayor and Board of Trustees

**Summary of Background and Reason for Request**

**Reports and Documents Attached:**

- Report with summary of background and reason for request
- Resolution Approving IGA with Lake County Board of Health Related to the Animal Care and Control Program
- Lake County Health Department Animal Control Agreement

**Date Referred to Board:** June 15, 2026

**Action Taken:**

# DEERFIELD POLICE DEPARTMENT

**DATE:** June 10, 2026

**TO:** Kent Street, Village Manager

**FROM:** John J. Sliozis, Chief of Police

**CC:** Deputy Chief Brian Budny, Deputy Chief Chris Fry

**SUBJECT:** Request for Board Action; Approval of Resolution Authorizing an Intergovernmental Agreement with the Lake County Board of Health Related to the Animal Care and Control Program.

On Monday, June 15, 2026, at the regularly scheduled meeting of the Mayor and Board of Trustees, the Police Department will seek the Approval of a Resolution authorizing an Intergovernmental Agreement by and between the Village of Deerfield and the Lake County Board of Health to provide supplemental animal care and control services to the Village of Deerfield.

## BACKGROUND

The Police Department often finds itself limited in its response to animal related calls for service, with many of these responsibilities assigned to the Community Service Officers. Due to reduced training and resources available for certain types of calls regarding animal control, the Department has often found itself referring callers to private services for assistance.

After consultation with the Animal Care and Control Program of the Lake County Board of Health, it was learned the Police Department and Village could enter in to a "Fee for Service Agreement" with the County that includes, but is not limited to; animal service visits, animal bite investigations, impoundments, animal cruelty/neglect investigations, and general education.

There is no financial obligation assumed by the Village unless services are requested. The services will supplement those offered by the Police Department, offer additional expertise as it relates to animal related calls for service and only be utilized when the Police Department is unable to provide the service.

## RECOMMENDATION

The Police Department recommends approval of the Resolution.

John J Sliozis
Chief of Police

**VILLAGE OF DEERFIELD**

**RESOLUTION NO. 2026-_____**

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE LAKE COUNTY BOARD OF HEALTH RELATED TO THE ANIMAL CARE AND CONTROL PROGRAM**

**WHEREAS,** Article VII, Section 10 of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, authorize and encourage intergovernmental cooperation; and

**WHEREAS,** Lake County Board of Health (***"Board of Health"***), through Lake County Health Department and Community Health Center, has a program to provide services and assistance to municipalities related to the pickup of stray animals, injured wildlife, aggressive animals, investigations of animal neglect and cruelty, and other animal complaints (***"Program"***); and

**WHEREAS,** to participate in the Program, the Village previously entered into an agreement with the Board of Health; and

**WHEREAS,** to continue to be a part of the Program, the Village must enter into a new fee for service agreement with the Board of Health (***"New IGA"***); and

**WHEREAS,** the Village has long benefited from participating in the Program; and

**WHEREAS,** the Village Board has determined that entering into the New IGA with the Board of Health will serve and be in the best interests of the Village and its residents; and

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE BOARD OF DEERFIELD, LAKE AND COOK COUNTIES, ILLINOIS,** as follows:

**SECTION 1: RECITALS.** The Village Board hereby adopts the foregoing recitals as its findings, as if fully set forth herein.

**SECTION 2: APPROVAL OF NEW INTERGOVERNMENTAL AGREEMENT.** The Village Board hereby approves the New IGA in the form attached to this Resolution as **Exhibit A**.

**SECTION 3: AUTHORIZATION TO EXECUTE NEW INTERGOVERNMENTAL AGREEMENT.** The Mayor and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the final New IGA.

**SECTION 4: EFFECTIVE DATE.** This Resolution shall be in full force and effect from and after its passage and approval by a majority of the members of the Board of Trustees.

*[SIGNATURE PAGE FOLLOWS]*

AYES:

NAYS:

ABSTAIN:

ABSENT:

PASSED:

APPROVED:

RESOLUTION NO:

Daniel C. Shapiro, Mayor

ATTEST:

Kent S. Street, Village Clerk

**EXHIBIT A**

**INTERGOVERNMENTAL AGREEMENT**

**Lake County Health Department and Community Health Center**
**Animal Care and Control Program**

## Fee For Service Agreement #26165

**THIS AGREEMENT,** entered into this _____ day of _____, 20____, by and between the **Lake County Health Department and Community Health Center** ("Health Department"), its **Animal Care and Control Program** ("AC&C"), and the **City/Village** of, **Deerfield** ("The Municipality").

### RECITALS

**WHEREAS**, the Lake County Health Department and Community Health Center's Animal Care and Control program acts to: prevent the spread of rabies by impounding stray, injured, or potentially rabid animals requiring rabies observation; confinement of biting animals; investigation of dangerous or vicious dog reports; investigation of claims of animal cruelty or neglect, and to provide interim housing and care of animals impounded at the Lake County Animal Care and Control Shelter ("The Shelter").

**WHEREAS,** the Municipality is seeking support for animal control services.

**WHEREAS**, the Health Department has the professional expertise and credentials to provide these Services and has agreed to assume responsibility for this Agreement.

**NOW THEREFORE**, the Health Department and the Municipality agree as follows:

### 1. SERVICE VISITS

AC&C shall respond to all requests for service visit calls within the Municipality during normal business hours (9:00 AM to 4:00 PM daily) and shall respond to emergency calls on a twenty-four (24) hour basis. Services include but are not limited to the impoundment of stray domestic animals; assisting with aggressive animals running at large; investigations of dangerous, animal-aggressive, or vicious dogs; investigations of animal neglect or cruelty, and general field assistance/support related to animal complaints or concerns. Responding to requests for services pertaining to livestock will be at the discretion of AC&C.

Requests for specified emergency services shall be responded to after normal business hours. Emergency services are restricted to the removal of live bats from living quarters; pickup of stray biting animals, including wildlife with high incidence rates of rabies; pickup of injured stray dogs and cats; pickup of animals from the scene of an arrest or other required removal of the owner, and pickup of aggressively behaving stray dogs.

Upon request, AC&C will provide the Municipality with after-hours access to The Shelter to directly drop off and secure animals at The Shelter.

Response to all service calls shall be as soon as possible, based on the circumstances of the situation and the priority of the call as determined by representatives of AC&C. Services may be limited or delayed due to Shelter/kennel space or staffing.

All requests for service calls shall be authorized by a representative designated by the Municipality. In situations where Lake County Sheriff's Department (LCSD) is the contracted enforcement agency for the Municipality, any representative(s) of LCSD is/are authorized to approve services. A Municipality that has the facilities to safely house domestic animals agrees that when they pick up these animals in their community, whenever possible, they will hold the animal(s) in their custody for at least 24 hours before transferring the animal to The Shelter.

The representative(s) named below is/are authorized by the Municipality to approve requests for service: (Please type or print legibly. AC&C must be notified of any changes to authorized representatives.)

During Business Hours: ___ A.M. to ___ P.M. _____
Name or Title Phone

After Business Hours: _____
Name or Title Phone

**2. ANIMAL BITES**

Upon becoming aware of an animal bite to a human or to another animal, the Municipality shall notify AC&C. The Municipality shall direct the biting animal owner, keeper, or harborer to contact AC&C to confirm the requirements for confining the animal for rabies observation, as specified in the Illinois Animal Control Act and Lake County Code of Ordinances Chapter 172. A report of the animal bite, on a form supplied by AC&C, shall be completed by the Municipality and submitted to AC&C within 24 hours.

AC&C shall provide support to the Municipality in the enforcement of the provisions of the Illinois Animal Control Act that pertain to biting animal investigations when requested.

**3. IMPOUNDMENT**

In accordance with Section 1. above, animals apprehended within the Municipality's boundaries may be impounded at The Shelter. All animals impounded at The Shelter shall be housed for the minimum hold requirement as established in the Lake County Code of Ordinances Chapter 172 and applicable State of Illinois statute(s) or, until an owner is located. The Municipality will disclose any potential or known owner information on any animal turned over to AC&C. AC&C shall feed and care for the animal, including providing any medical care while being housed at The Shelter. When applicable, a rabies vaccination and microchip implant by a licensed veterinarian will be administered to all dogs and cats prior to release.

**4. ANIMAL CRUELTY AND NEGLECT INVESTIGATIONS**

At the request of the Municipality, AC&C shall provide assistance in the investigation of animal cruelty and/or neglect. Animals seized in accordance with the Illinois Humane Care for Animals Act may be housed at The Shelter, or an offsite location authorized by AC&C, pending the disposition of the Court, or relinquishment by the owner. All fees associated with cruelty and/or neglect investigations, including but not limited to, on-site investigation, veterinary evaluation(s), medical treatment, and boarding, shall be the responsibility of the Municipality pending the disposition or relinquishment. Fees incurred by the Municipality shall be reduced by any restitution paid by a Defendant as a result of a restitution ordered by the Court.

**5. ANIMALS NOT RETURNED TO OWNERS**

In accordance with the applicable State of Illinois statute(s) and Lake County Code of Ordinances, Chapter 172, AC&C shall provide humane disposal or release/transportation to a licensed animal shelter, rescue group or adoption facility of unclaimed animals that were apprehended within the Municipality's limits and impounded at The Shelter.

**6. ANIMAL CARE AND CONTROL ORDINANCE(S)**

In carrying out the terms of this Agreement, AC&C shall only enforce the provisions of the Lake County Code of Ordinances. AC&C will not enforce provisions of any ordinance or code adopted by the Municipality that are not included in the Lake County Code of Ordinances.

**7. PAYMENT OF FEES FOR SERVICES**

Except as specified in this section, fees for services provided by AC&C shall be assessed in accordance with the Lake County Animal Care and Control Fees Schedule, as amended from time to time.

AC&C and the Municipality agree that no fees shall be assessed to the Municipality for the removal of live bats from the living quarters of a residence or the pickup of stray biting animals. In the event an injured stray dog or cat is impounded and immediately taken for medical treatment, the Municipality shall only be responsible for the disposal fee. Additionally, no disposal fee will be assessed to the Municipality for any animal impounded at The Shelter that is claimed by its owner.

AC&C and the Municipality agree that regardless of the reason services are requested, if AC&C takes action, including but not limited to the impoundment of stray domestic animals; assisting with aggressive animals running at large; investigations of dangerous, animal-aggressive, or vicious dogs; investigations of animal neglect or cruelty, and general field assistance/support related to animal complaints or concerns, the Municipality shall be liable and responsible for any and all fees associated therein. In the event AC&C takes action at the request of the Municipality for potential claims of cruelty, the Municipality shall be responsible for all fees related to call for services but receive credit towards the fees as ordered by the court as restitution to be paid by the Defendant. The credit will be applied to any outstanding invoices upon AC&C receiving the restitution payment from the court. Additionally, if the Defendant shall pay funds directly to AC&C for services that the Municipality would otherwise be charged for services rendered, the Municipality shall receive credit towards any outstanding balance.

On a monthly basis, AC&C shall submit a statement to the Municipality listing the services provided during the previous month. Payments shall be made monthly by the Municipality to AC&C.

**8. EFFECTIVE DATE**

This agreement shall be effective as of date first written above and shall remain in force thereafter without further action but may be terminated by either party as provided in Section 9.

**9. TERMINATION CLAUSE**

Either party may terminate this Agreement for convenience or cause, including the lack of payment of fees for services, by providing 30 days written notice to the other party.

**10. SEVERABILITY**

If any section, subsection, subdivision, paragraph, sentence, clause, or phrase in this agreement, or any part thereof, is for any reason held to be invalid by a court of competent jurisdiction, that decision shall not affect the validity of the remaining portions of this agreement.

**11. INDEMNIFICATION**

The Municipality agrees, to the extent permitted by law, to indemnify, save harmless and defend the Health Department, their agents, servants, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this Agreement caused directly by the negligence or willful or wanton conduct of the Municipality. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the gross negligence or willful or wanton conduct of the Health Department, their agents, servants, or employees or any other person indemnified hereunder.

**12. GOVERNANCE**

This Agreement shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the 19h Judicial Circuit Court, State of Illinois (735 ILCS 5/2-103), or Federal District Court, Northern District, whichever is applicable.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates herein enumerated.

| **Lake County Health Department and Community Health Center** | **City/Village of Deerfield** |
|---|---|
| By: _____ | By: _____ |
| Printed Name: Sam Johnson | Printed Name: _____ |
| Title: Deputy Executive Director | Title: _____ |
| Date: _____ | Date: _____ |

## MUNICIPAL CONTRACT SERVICE FEES*

For the purposes of the application of this section, "disposal" means transferring an animal to an adoption facility or rehabilitation center, or performing humane euthanasia. Normal business hours are 9:00 am to 5:00 pm.

| | |
|---|---|
| Normal business hours service visit (including general field assistance, support, and animal pick up) per warden/hour | $50 |
| After hours service visit (including emergency field assistance, support, and animal pick up) per warden/hour | $200 |
| Disposal of an animal (excluding bats, biting animals, and small/caged animals) impounded at the Animal Care and Control Facility** | $150 |
| Dog or Livestock boarding (per animal/day) | $15 |
| Cat boarding (per animal/day) | $10 |
| Small/caged animal boarding (per animal/day) | $5 |
| Service visit for non-contracted municipality during normal business hours (including general field assistance, support, and animal pick up) per warden/hour | $250 |

* Fees shall be assessed in accordance with contractual provisions, but may also be assessed to non-contracted municipalities as specified in this section for requested services.

** If an animal is claimed by its owner, or the animal is sourced to a facility that does not assess a fee to the Lake County Health Department, the disposal fee will not be assessed to the municipality.

# REQUEST FOR BOARD ACTION

26-56-1

**Agenda Item**:

**Subject:** Ordinance Granting a Variation from Article 2.02-D.1 of "The Deerfield Zoning Ordinance 1978" as Amended for 821 Woodward Avenue to Allow the Principal Structure To Be Located 27.69 Feet in Lieu of the 31.00 Feet Average Setback of the Established Street as Required

**Action Requested**: Approval

**Originated By**: Board of Zoning Appeals

**Referred To:** Mayor and Village Board of Trustees

**Summary of Background and Reason for Request**

Ordinance authorizing a variation from Article 2.02-D.1 of the Deerfield Zoning Ordinance to allow the principle structure to be located 27.69 feet in the front yard setback in lieu of the 31.00 foot average setback of the established street as required.

**Reports and Documents Attached:**

Ordinance

**Date Referred to Board**: June 15, 2026

**Action Taken**:

**VILLAGE OF DEERFIELD**

**ORDINANCE NO. _____**

**AN ORDINANCE GRANTING A VARIATION FROM SECTION 2.02-D.1 OF "THE DEERFIELD ZONING ORDINANCE 1978," AS AMENDED**
(821 Woodward Avenue)

**WHEREAS,** Susan Blanton and Victor Blanton (collectively, ***"Owners"***) are the record title owners of the property commonly known as 821 Woodward Avenue, Deerfield, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance (***"Property"***); and

**WHEREAS,** the Property is located in the R-3 Single-Family Residence District of the Village (***"R-3 District"***); and

**WHEREAS,** the Property is currently improved with a single-family residence (***"Residence"***); and

**WHEREAS,** the Owners desire to construct a new enclosed front porch on the Residence ("***Proposed Addition***"); and

**WHEREAS,** pursuant to Section 2.02-D.1 of "The Deerfield Zoning Ordinance 1978," as amended (***"Zoning Code"***), where lots comprising of 40 percent or more of the frontage on a block are developed with buildings having front yards of greater depth than required, new buildings shall not be erected closer to the street than the average front yard established by the existing buildings; and

**WHEREAS,** pursuant to Section 2.02-D.1 of the Zoning Code, the Property is required to have a front yard setback of no less than 31 feet from the west lot line of the Property (***"Required Front Yard Setback"***); and

**WHEREAS,** the Owners desire to build the Proposed Addition in a manner that would encroach into the Required Front Yard Setback by 3.31 feet, in violation of Section 2.02-D.1 of the Zoning Code; and

**WHEREAS,** to permit the installation of the Proposed Addition, the Owners have filed an application for a variation from Section 2.02-D.1 of the Zoning Code to allow the Owners to construct the Proposed Addition approximately 27.69 feet from the west lot line of the Property (***"Requested Variation"***); and

**WHEREAS,** a public hearing of the Board of Zoning Appeals of the Village of Deerfield (***"BZA"***) to consider the approval of the Requested Variation was duly advertised in the *Deerfield Review* on April 23, 2026, and held on May 12, 2026; and

**WHEREAS,** on May 12, 2026, the BZA voted to recommend approval of the Requested Variation, in accordance with Section 13.07-E of the Zoning Code; and

**WHEREAS,** the Village Board has determined that the Requested Variation meets

the required standards for variations set forth in Section 13.07 of the Zoning Code; and

**WHEREAS,** the Village Board has determined that it will serve and be in the best interests of the Village to grant the Requested Variation, subject to the conditions, restrictions, and provisions of this Ordinance;

**NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE BOARD OF DEERFIELD, LAKE AND COOK COUNTIES, ILLINOIS**, as follows:

**SECTION ONE: RECITALS.** The foregoing recitals are incorporated into, and made a part of, this Ordinance as the findings of the Village Board.

**SECTION TWO: GRANT OF REQUESTED VARIATION.** Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section Three of this Ordinance, and pursuant to Section 13.07-G of the Zoning Code and the home rule powers of the Village, the Village Board hereby grants the Requested Variation from Section 2.02-D.1 of the Zoning Code to permit the construction of the Proposed Addition.

**SECTION THREE: CONDITIONS.** Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the Zoning Code or any other rights the Owners may have, the approval granted in Section Two of this Ordinance are hereby expressly subject to and contingent upon the construction, use, operation, and maintenance of the Proposed Addition in compliance with each and all of the following conditions:

A. Compliance with Regulations. Except to the extent specifically provided otherwise in this Ordinance, the development, use, operation, and maintenance of the Proposed Addition must comply at all times with all applicable Village codes and ordinances, as the same have been or may be amended from time to time.

B. Compliance with Plans. The development, use, and maintenance of the Proposed Addition shall be in strict compliance with the Blanton Residence Architectural Plans prepared by MKA Architectural Design Group, consisting of six sheets, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit B** (***"Architectural Plans"***), except for minor changes and site work approved by the Village's Principal Planner in accordance with applicable Village codes, ordinances, and standards.

C. Reimbursement of Village Costs. In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, resolutions, rules, or regulations, the Owners must pay to the Village, promptly upon presentation of a written demand or demands therefor, all legal fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, consideration, and review of this Ordinance. Payment of all such fees, costs, and expenses for which demand has been made must be made by a certified or cashier's check. Further, the Owners will be liable for, and must pay upon demand, all costs incurred by the

Village for publications and recordings required in connection with the aforesaid matters.

**SECTION FOUR: RECORDATION; BINDING EFFECT.** A copy of this Ordinance will be recorded against the Property with the Lake County Recorder of Deeds. This Ordinance and the privileges, obligations, and provisions contained herein inure solely to the benefit of, and be binding upon, the Owners and each of their heirs, representatives, successors, and assigns.

**SECTION FIVE: FAILURE TO COMPLY WITH CONDITIONS.** Upon the failure or refusal of the Owners to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, in addition to all other remedies available to the Village, the approval granted in Section Two of this Ordinance will, at the sole discretion of the Village Board, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village Board may not so revoke the approval granted in Section Two of this Ordinance unless it first provides the Owners with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of Village Board. In the event of such revocation, the development and use of the Property be governed solely by the regulations of the R-3 District and the applicable provisions of the Zoning Code, as the same may, from time to time, be amended. Further, in the event of such revocation, the Village Manager and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

**SECTION SIX: AMENDMENTS.** Any amendment to this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Code for the amending or granting of variations.

**SECTION SEVEN: EFFECTIVE DATE.**

A. This Ordinance will be effective only upon the occurrence of all of the following events:

1. Passage by the Village Board in the manner required by law;

2. Publication in pamphlet form in the manner required by law;

3. The filing by the Owners with the Village Clerk of a fully executed Unconditional Agreement and Consent, in the form of **Exhibit C** attached to and, by this reference, made a part of this Ordinance, to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance and to indemnify the Village for any claims that may arise in connection with the approval of this Ordinance; and

4. Recordation of this Ordinance, together with such exhibits as the Village Clerk deems appropriate for recordation, with the office of the Recorder of Lake County.

B. In the event that the Owners do not file fully executed copies of the Unconditional Agreement and Consent, as required by Section 7.A.3 of this Ordinance, within 30 days after the date of final passage of this Ordinance by the Village Board, the Village Board will have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

AYES:

NAYS:

ABSTAIN:

ABSENT:

PASSED:

APPROVED:

ORDINANCE NO.

_____
Daniel C. Shapiro, Mayor

ATTEST:

_____
Kent S. Street, Village Clerk

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

LOTS 11 AND 12 IN BLOCK 12 IN DEERFIELD PARK LAND AND IMPROVEMENT ASSOCIATION SUBDIVISION, BEING A SUBDIVISION OF SECTION 29, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 5, 1898 AS DOCUMENT 70892 IN BOOK D OF PLATS, PAGES 64 TO 67, INCLUSIVE, IN LAKE COUNTY, ILLINOIS.

P.I.N.: 16-29-416-026

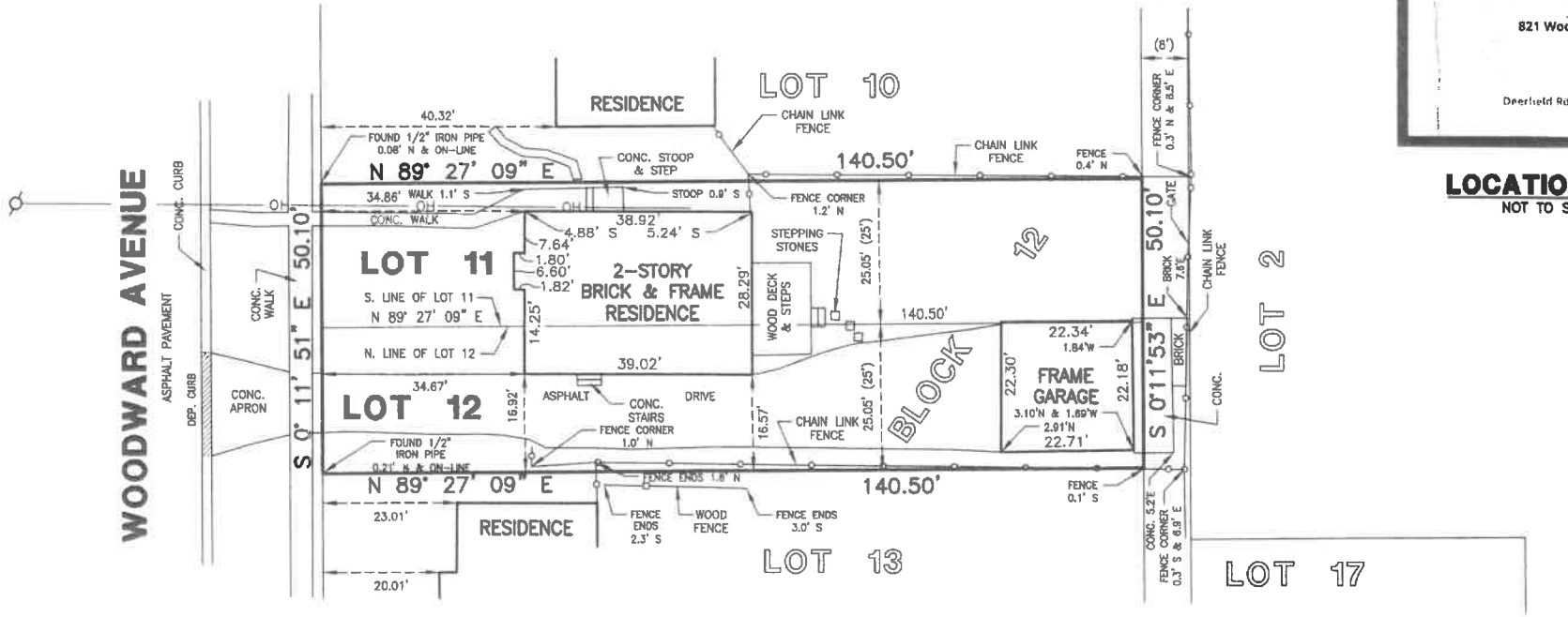
Commonly known as: 821 Woodward Avenue, Deerfield, Illinois

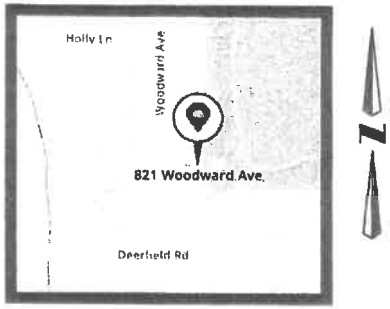
**EXHIBIT B**

**ARCHITECTURAL PLANS**

# PLAT OF SURVEY

LOTS 11 AND 12 IN BLOCK 12 IN DEERFIELD PARK LAND AND IMPROVEMENT ASSOCIATION SUBDIVISION, BEING A SUBDIVISION OF SECTION 29, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 05, 1898 AS DOCUMENT 70892 IN BOOK "D" OF PLATS, PAGES 64 TO 67, INCLUSIVE, IN LAKE COUNTY, ILLINOIS.




**LOCATION MAP**
NOT TO SCALE

## SURVEYORS NOTES:

1. THIS SURVEY IS SUBJECT TO MATTERS OF TITLE WHICH MAY BE REVEALED BY A CURRENT TITLE REPORT.
2. ( ) DENOTES RECORD DIMENSION.
3. BEARINGS HEREON SHOWN ARE ON AN ASSUMED BASIS.
4. ORIGINAL CLIENT– MKA ARCHITECTURAL DESIGN GROUP
5. ORIGINAL FIELD WORK COMPLETED– 10-07-25

## GENERAL NOTES:

1. DISTANCES ARE MARKED IN FEET AND DECIMAL PLACES THEREOF.
2. NO DIMENSION SHALL BE ASSUMED BY SCALE MEASUREMENT HEREON.
3. ONLY THOSE BUILDING LINE SETBACKS AND EASEMENTS WHICH ARE SHOWN ON THE RECORDED PLAT OF SUBDIVISION ARE SHOWN HEREON. THERE MAY BE ADDITIONAL TERMS, POWERS, PROVISIONS AND LIMITATIONS CONTAINED IN AN ABSTRACT DEED, LOCAL ORDINANCES, DEEDS, TRUSTS, COVENANTS OR OTHER INSTRUMENTS OF RECORD.
4. COMPARE DEED DESCRIPTION AND SITE CONDITIONS WITH THE DATA GIVEN ON THIS PLAT AND IMMEDIATELY REPORT ANY DISCREPANCIES TO THE SURVEYOR.

## LEGEND

POWER POLE
—— OH —— OVERHEAD LINES

## AREA

7,039 Sq. Ft. OR 0.16 ACRES (MORE OR LESS)

JOSEPH R. SADOSKI 3316 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS LINCOLNSHIRE, ILLINOIS

STATE OF ILLINOIS } SS
COUNTY OF LAKE }

WE, GREENGARD INC., DO HEREBY STATE THAT WE HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

DATED THIS 17TH DAY OF OCTOBER, A.D., 2025.

Joseph R Sadoski

GREENGARD, INC.
111 BARCLAY BOULEVARD, SUITE 310
LINCOLNSHIRE, ILLINOIS 60069

JOSEPH R. SADOSKI
ILLINOIS
PROFESSIONAL LAND SURVEYOR NO. 3316
MY RENEWABLE LICENSE EXPIRES 11-30-26.

| DRAWN BY: | DATE: | REVISIONS |
|---|---|---|
| JS | 10-17-25 | REVISED PLAT ADDED TIES |

DESIGNED BY: SLM DATE: 10-17-25
CHECKED BY: JRS DATE: 10-17-25
APPROVED BY: DATE:

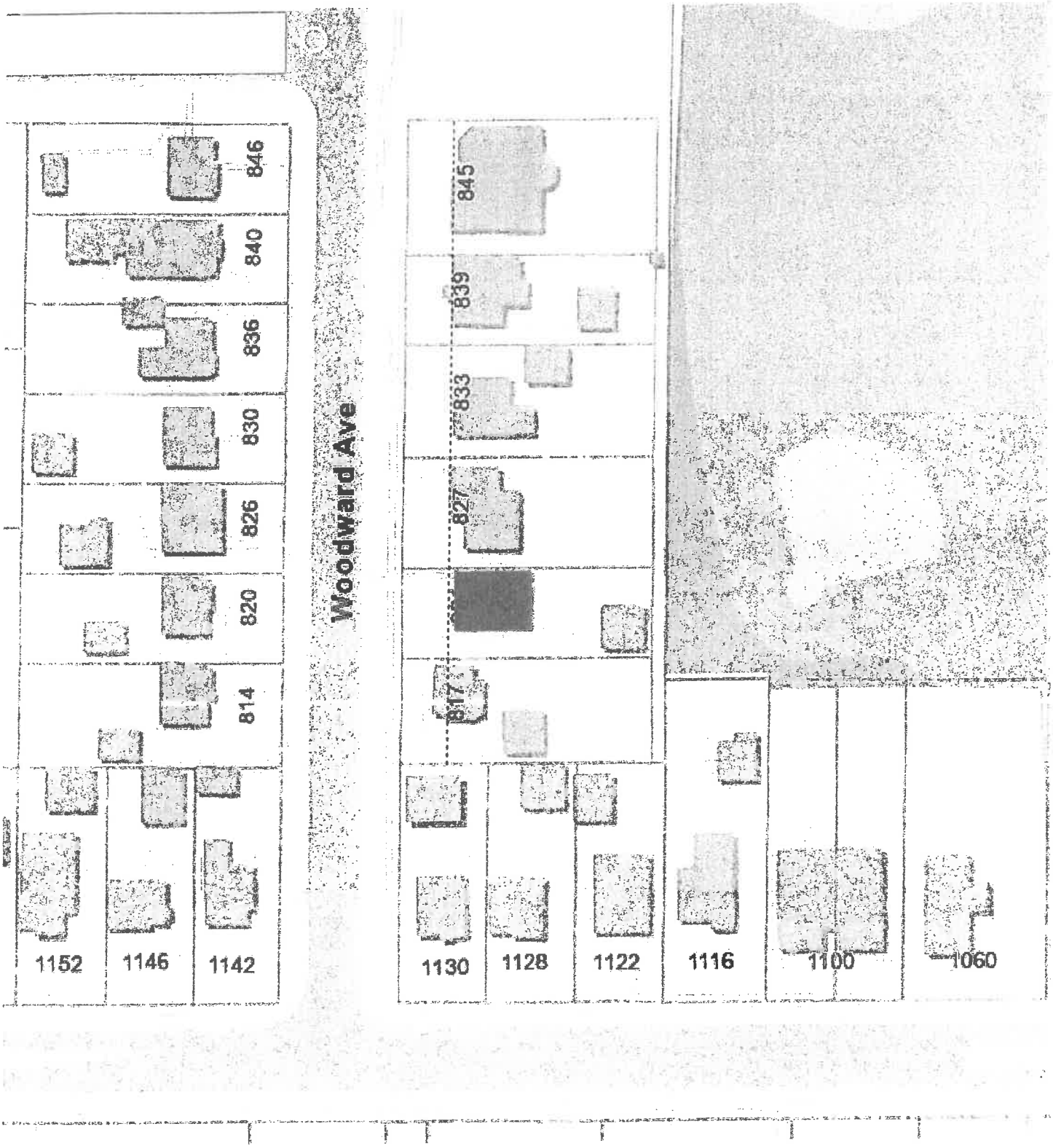
GREENGARD INC.
Engineers · Surveyors · Planners
111 Barclay Blvd., Suite 310, Lincolnshire, Illinois 60069-2906
847/634-3883 E-MAIL: 231@greengardinc.com FAX: 847/634-0887

SCALE: 1"=20'
DRAWING No. 71207
SHEET 1 OF 1

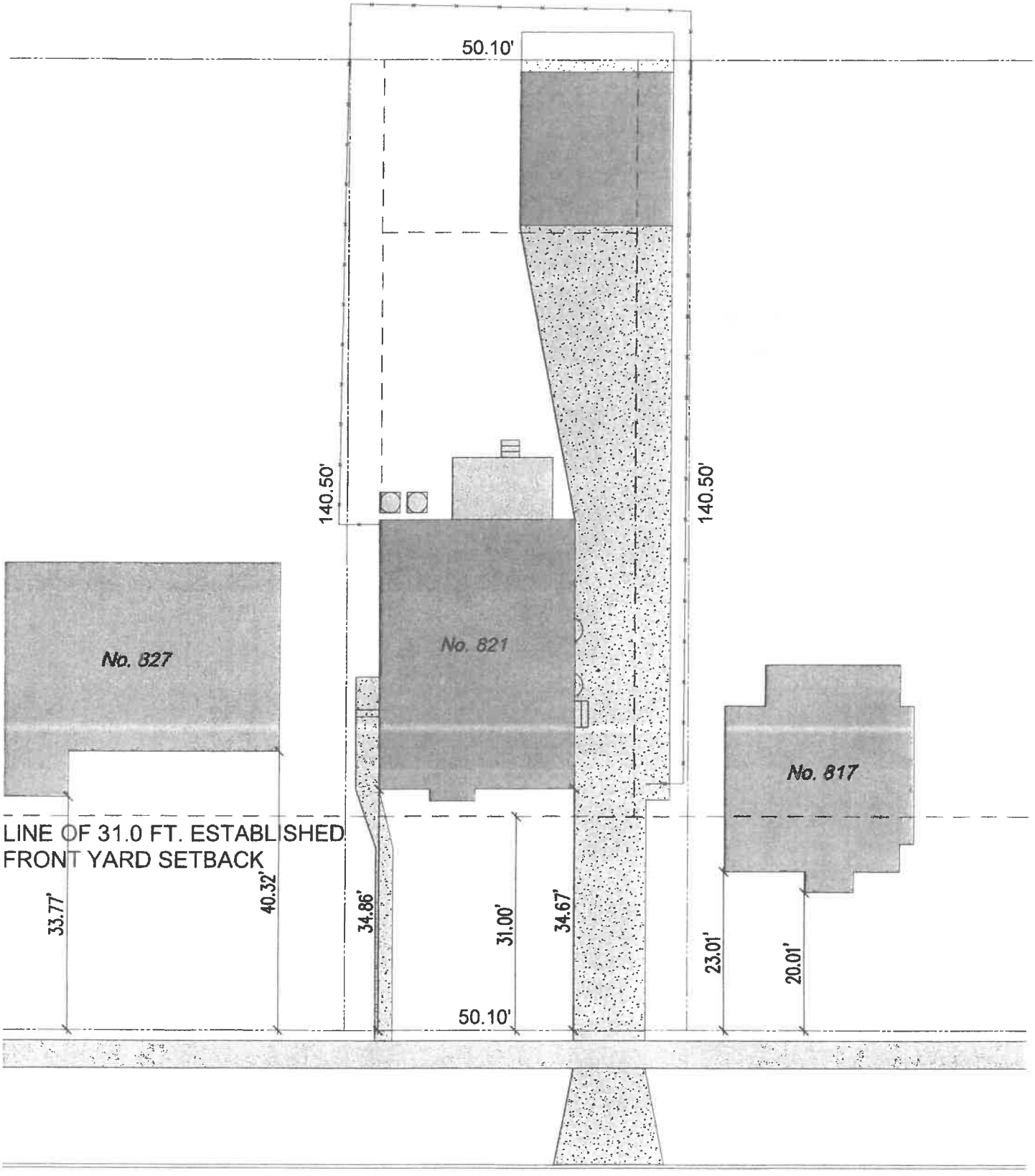
821 WOODWARD AVENUE – DEERFIELD, IL

PLAT OF SURVEY

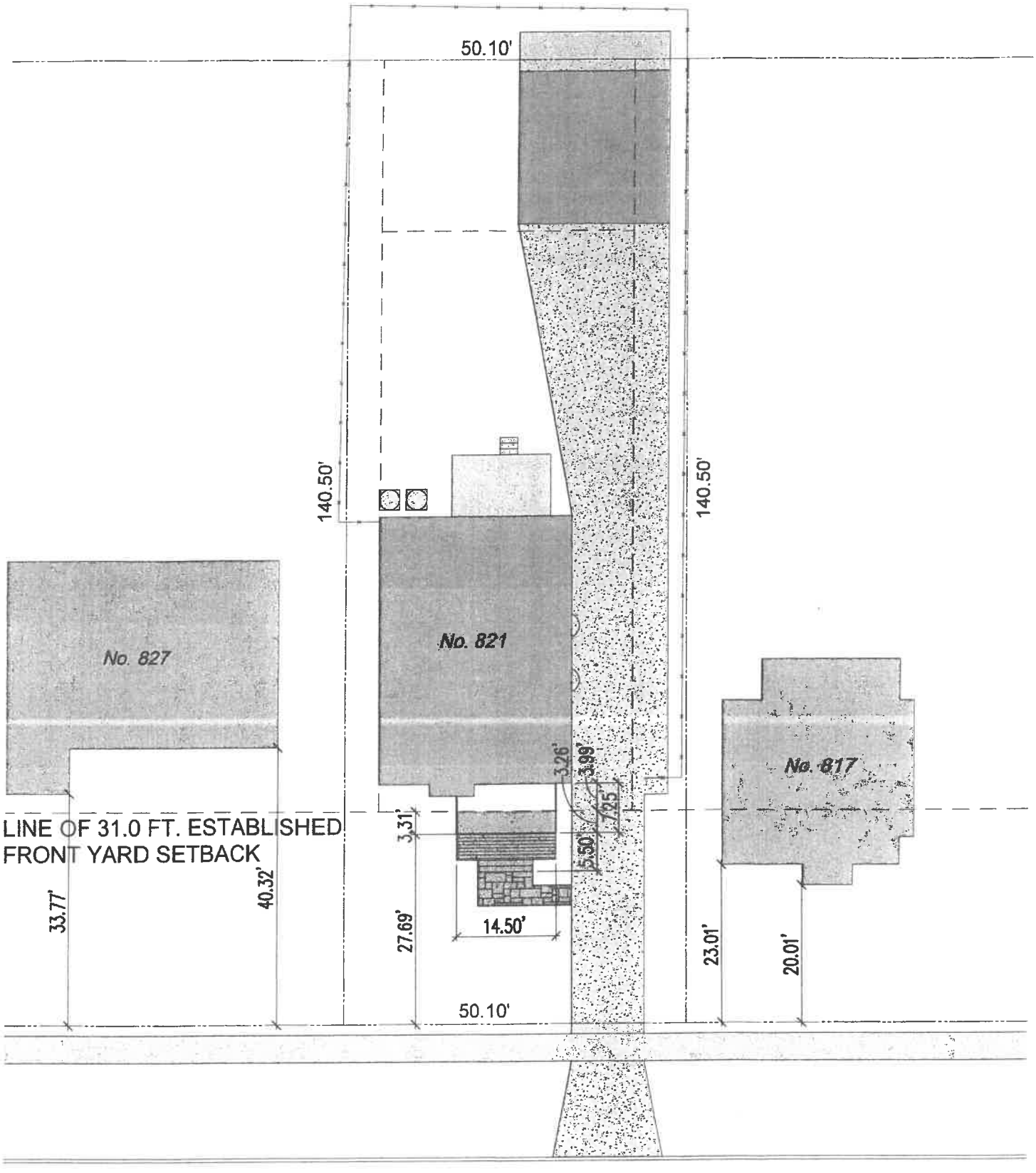
Drawing File: J:\71207\Dwg\Survey\71207 - SB-R1.dwg Oct 17,2025 - 1:02pm




| | | |
|---|---|---|
| BLANTON RESIDENCE | SITE REFERENCE PLAN (BLOCK FACE) | VA01 |
| 821 WOODWARD AVENUE, DEERFIELD, IL 60015 | NOT TO SCALE | |



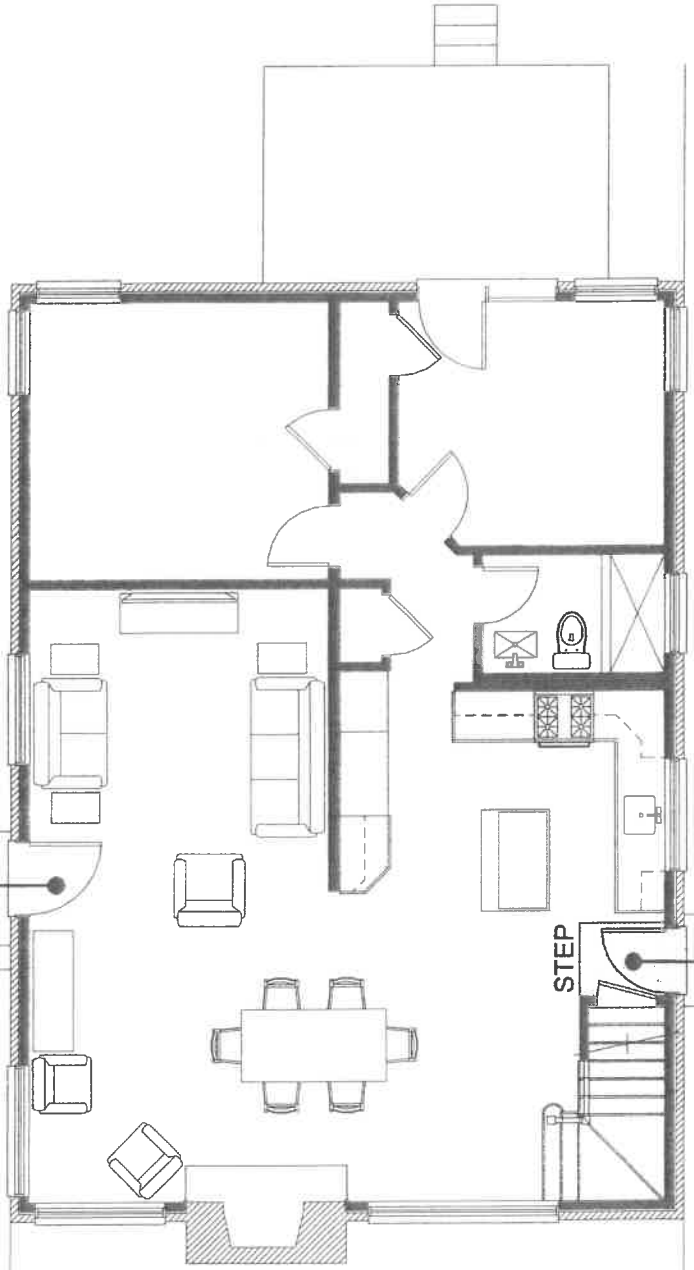

| | | | |
|---|---|---|---|
| BLANTON RESIDENCE | EXISTING SITE PLAN | | VA02 |
| 821 WOODWARD AVENUE, DEERFIELD, IL 60015 | SCALE: 1:20 | | |




| | | | |
|---|---|---|---|
| LANTON RESIDENCE | PROPOSED SITE PLAN | | VA03 |
| 21 WOODWARD AVENUE, DEERFIELD, IL 60015 | SCALE: 1:20 | | |

EXISTING ENTRY
(MAIN)

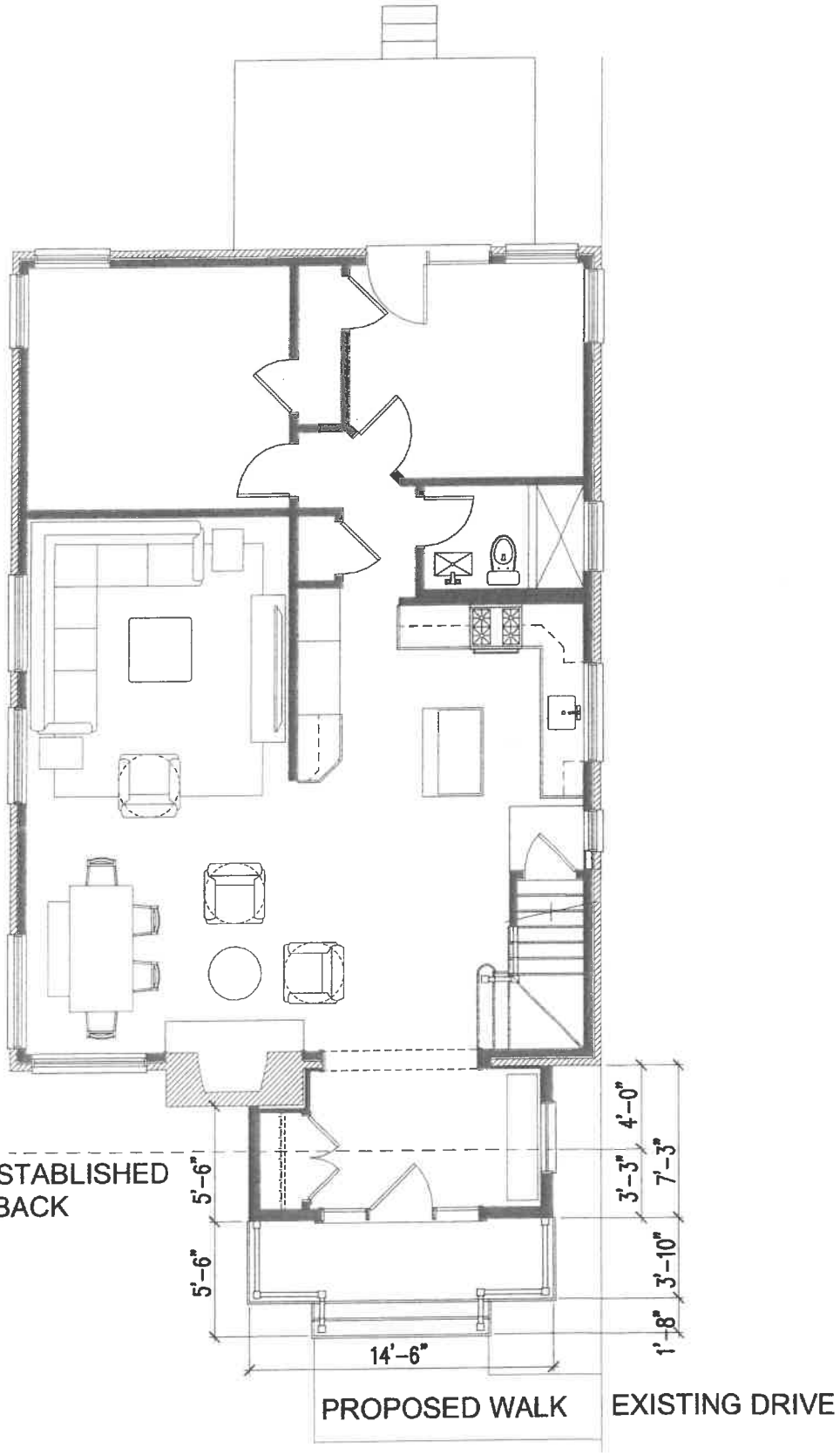
EXISTING ENTRY
(SERVICE)




EXISTING WALK

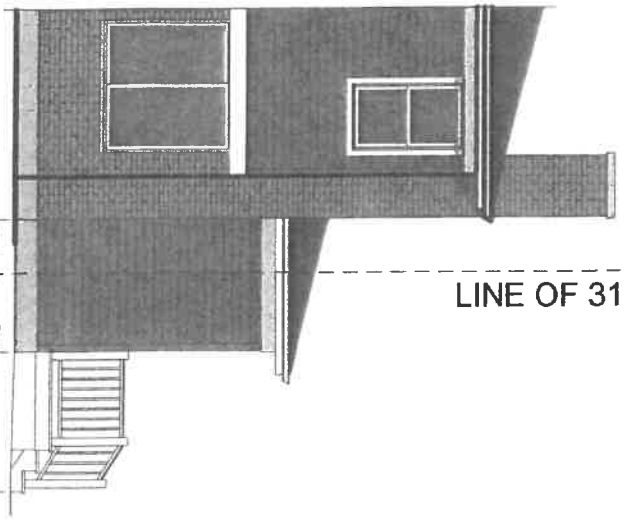
EXISTING DRIVE

| | | | |
|---|---|---|---|
| BLANTON RESIDENCE | EXISTING 1ST FLOOR PLAN | | VA04 |
| 821 WOODWARD AVENUE, DEERFIELD, IL 60015 | SCALE: 1/8" = 1'-0" | | |

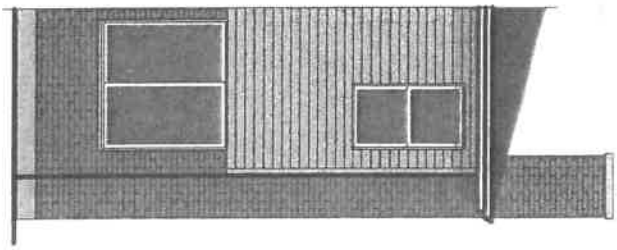



| | | | |
|---|---|---|---|
| BLANTON RESIDENCE | PROPOSED 1ST FLOOR PLAN | | VA05 |
| 321 WOODWARD AVENUE, DEERFIELD, IL 60015 | SCALE: 1/8" = 1'-0" | | |

PROPOSED NORTH ELEVATION

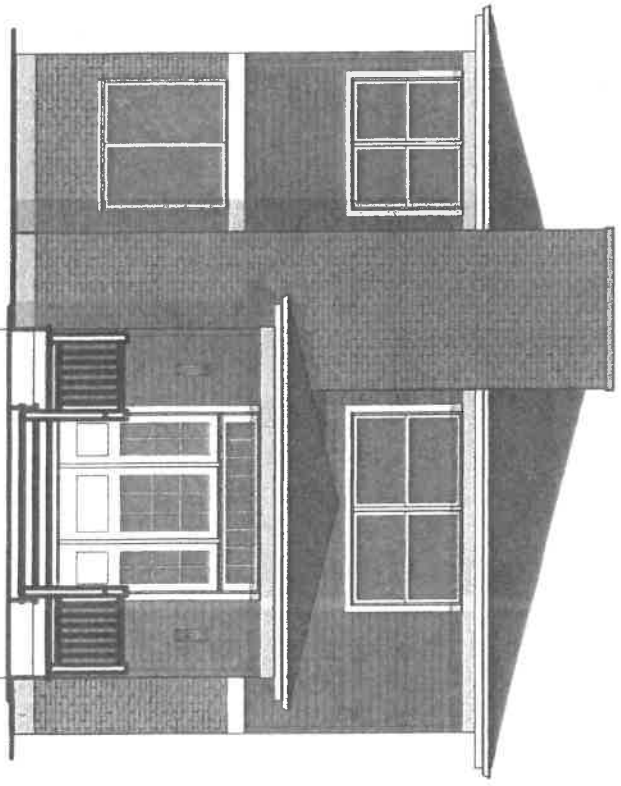



EXISTING NORTH ELEVATION

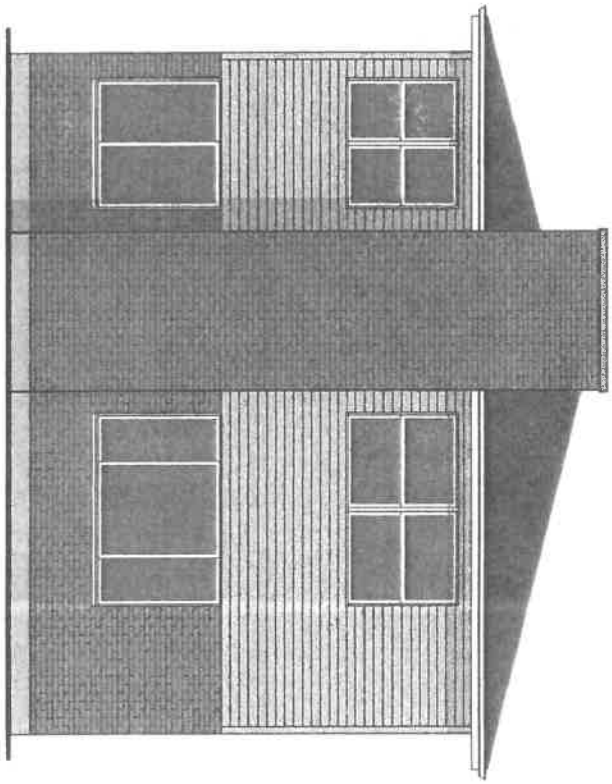


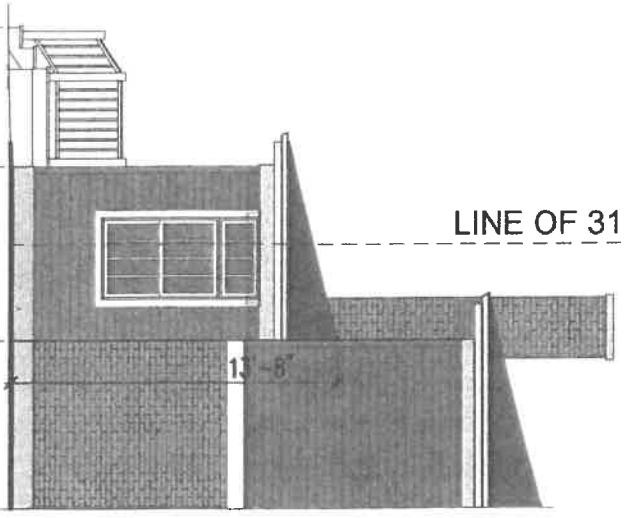
LINE OF 31.0 FT. ESTABLISHED FRONT YARD SETBACK

PROPOSED WEST ELEVATION




EXISTING WEST ELEVATION

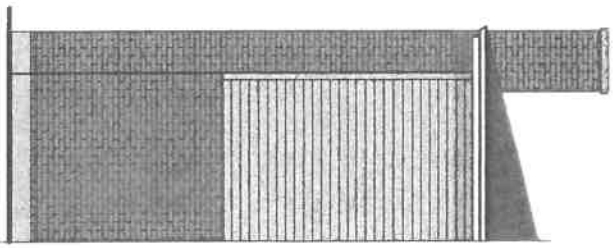





PROPOSED SOUTH ELEVATION

LINE OF 31.0 FT. ESTABLISHED FRONT YARD SETBACK

EXISTING SOUTH ELEVATION



| | | |
|---|---|---|
| BLANTON RESIDENCE | EXISTING & PROPOSED ELEVATIONS | VA06 |
| 321 WOODWARD AVENUE, DEERFIELD, IL 60015 | SCALE: 1/8" = 1'-0" | |

**EXHIBIT C**

**UNCONDITIONAL AGREEMENT AND CONSENT**

TO: The Village of Deerfield, Illinois (***"Village"***):

**WHEREAS,** Susan Blanton and Victor Blanton (collectively, ***"Owners"***) are the record title owners of the property commonly known as 821 Woodward Avenue, Deerfield, Illinois (***"Property"***); and

**WHEREAS,** Ordinance No. _____, adopted by the Village Board on _____, 2026 (***"Ordinance"***), grants a variation from the "The Deerfield Zoning Ordinance 1978," as amended, to permit the construction of a new enclosed front porch on the principal residence on the Property with a setback of approximately 27.69 feet from the west lot line of the Property; and

**WHEREAS,** Section 7.A.3 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Owners have filed, within 30 days following the passage of the Ordinance, their unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in the Ordinance;

**NOW, THEREFORE,** the Owners hereby agree and covenant as follows:

1. The Owners hereby unconditionally agree to, accept, consent to, and will abide by each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.

2. The Owners acknowledge that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, have considered the possibility of the revocation provided for in the Ordinance, and agree not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.

3. The Owners acknowledge and agree that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's granting of the variation or adoption of the Ordinance, and that the Village's approval of the variation does not, and will not, in any way, be deemed to insure the Owners against damage or injury of any kind and at any time.

4. The Owners hereby agree to hold harmless and indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with the Village's adoption of the Ordinance granting the variation.

[SIGNATURES ON FOLLOWING PAGE]

Dated: _____, 2026.

**SUSAN BLANTON**

_____

**VICTOR BLANTON**

_____

**REQUEST FOR BOARD ACTION**

26-60 through 26-66

**Agenda Item**:

**Subject:** Public Hearing for a Finding of Substantial Conformance for the Final Development Plan for 155 Pfingsten Road. Approval of Documents Amending the Comprehensive Plan; Rezoning of 155 Pfingsten Road from I-1 Office Research Restricted Industrial District to R-5 General Residence District; Approving a Final Development Plan for a Residential Planned Unit Development (PUD) with Necessary Exceptions to Allow a Residential Development and a Day Care Center and Nursery School; Approving of a Special Use for a Primrose Child Day Care Center and Nursery School, Approving a Text Amendment to Allow Signage for a Day Care Center and Nursery School Use in the R-5 District; Approving a Final Plat of Resubdivision Into Two Lots for the Property Located at 155 Pfingsten Road and Approving Development Agreements for the Two Lots.

Approval

**Action Requested**:

Plan Commission

**Originated By**:

Mayor and Village Board of Trustees

**Referred To:**

**Summary of Background and Reason for Request**

At the December 1, 2025 meeting, the Village Board accepted the Final Development Plan for the 155 Group, LLC (property owner and developers of the proposed residential development), and Primrose Schools (business owner). Since that meeting, the petitioner has noted minor changes to the Final Development Plan which are: the relocation of the 6 EV charging, adding second address to the monument sign, and a new dumpster enclosure for Primrose. A public hearing is being held for a finding of substantial conformance for the Final Development Plan for 155 Pfingsten Road.

The approval documents for this development include the following zoning actions: 1. An amendment to the Village's Comprehensive Plan to designate the subject property's land use as residential use; 2. The rezoning of the property to R-5 General Residence District; 3. Approval of a Final Development Plan for a Residential Planned Unit Development in the R-5 General Residence District to allow the development of multi-family rental development and a day care center and nursery school with necessary exception; 4. Approval of a Special Use for a Children's Day Care Center and Nursery School Special Use for Primrose Schools or its affiliate; 5. Text Amendment to the Deerfield Zoning Ordinance for the signage for a day care center and nursery school use in the R-5 General Residence District; and 6. Approval of a combined preliminary and final plat of resubdivision to divide the property into two lots, one lot for the residential development and one lot for the day care center and nursery school.

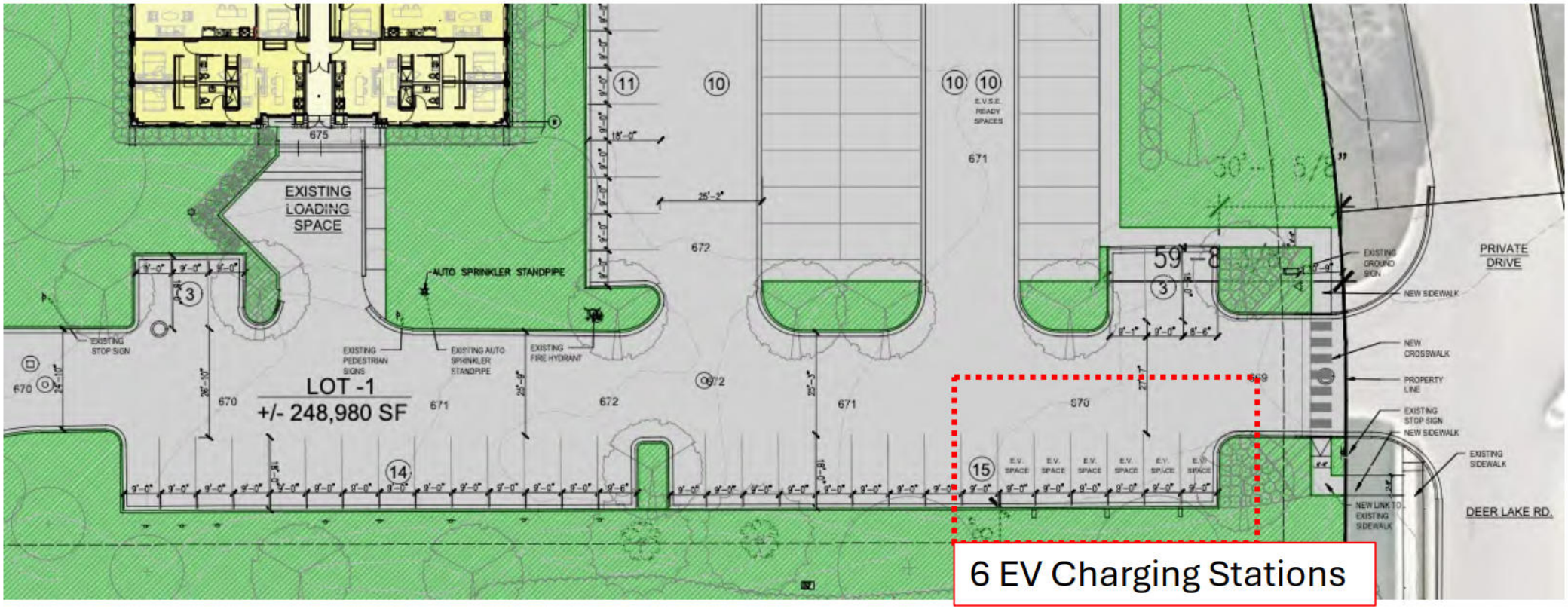
**Reports and Documents Attached:**

26-61 Ordinance Amending the Deerfield Comprehensive Plan
26-62 Ordinance Approving the Rezoning of 155 Pfingsten Road to R-5 General Residence District
26-63 Ordinance Approving a Text Amendment for a Child Care Facility and Nursery School Signage in the R-5 District
26-64 Ordinance Approving a Residential Planned Unit Development with Necessary Exceptions
26-65 Resolution Approving a Preliminary and Final Plat of Subdivision for 155 Pfingsten Road
26-66 Resolution Approving a Development Agreements for Lot 1 and Lot 2 at 155 Pfingsten Road

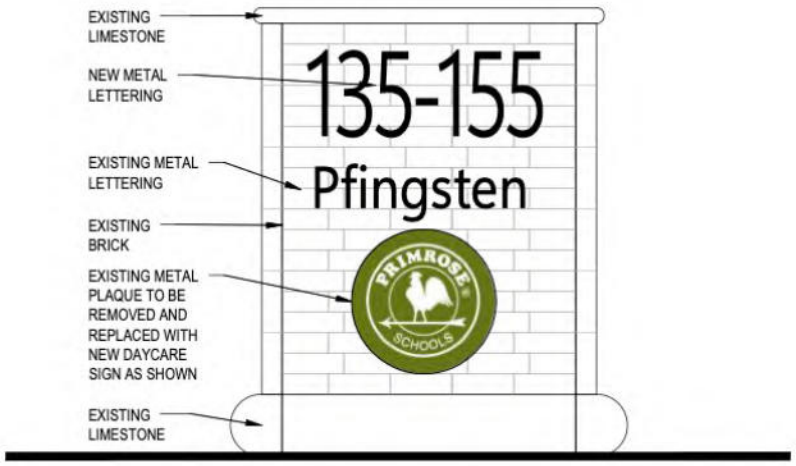
June 15, 2026

**Date Referred to Board**:

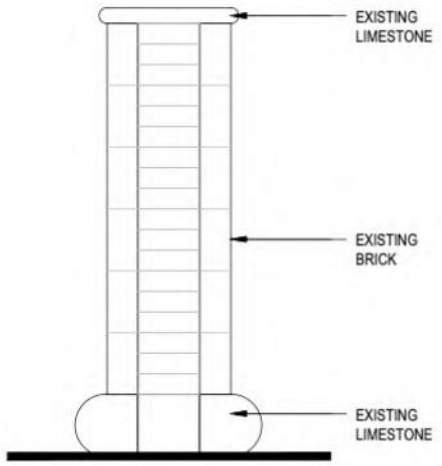
**Action Taken**:




Revised Text on Signs




SITE ENTRY SIGN - BACK ELEVATION




SIDE ELEVATION

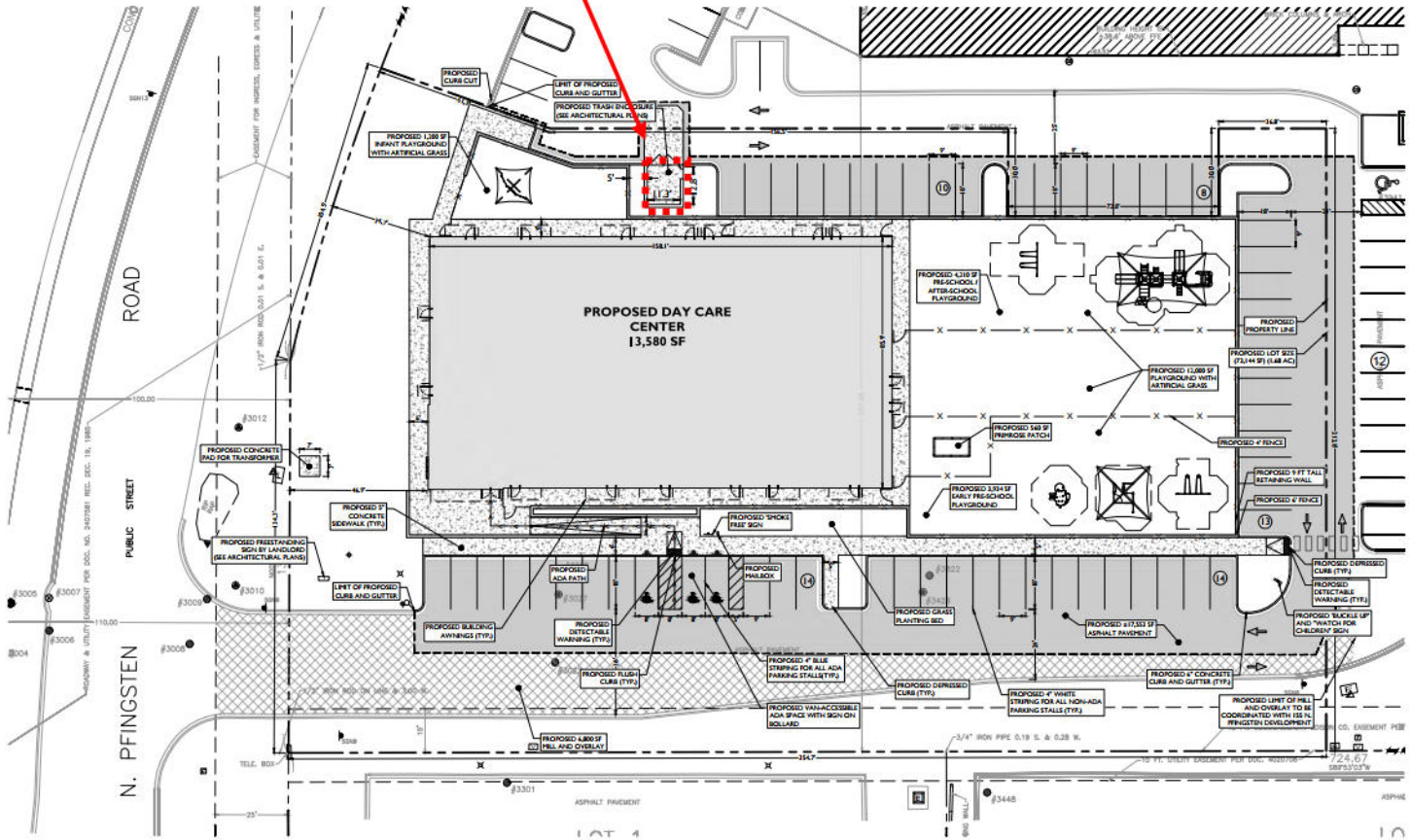
BAUM REVISION
real estate development

BRICKYARDS
LOFTS

Changes from Village Approval Plans 12/1/25 - 1

Date of submittal 6/15/2026

Dumpster Enclosure




| SYMBOL | DESCRIPTION |
|---|---|
| | PROPERTY LINE |
| | SAWCUT LINE |
| | PROPOSED CURB |
| | PROPOSED FLUSH CURB |
| | PROPOSED SIGNS / SIGNS WITH BOLLARD |
| | PROPOSED BUILDING |
| | PROPOSED 5' CONCRETE SIDEWALK |
| | PROPOSED FULL DEPTH ASPHALT |
| | PROPOSED MILL & OVERLAY |
| | PROPOSED RETAINING WALL |
| | PROPOSED CHAINLINK FENCE |
| | PROPOSED ADA PATH |
| | PROPOSED BUILDING DOORS |

**GENERAL NOTES**

1. THE CONTRACTOR SHALL VERIFY AND FAMILIARIZE THEMSELVES WITH THE EXISTING SITE CONDITIONS AND THE PROPOSED SCOPE OF WORK (INCLUDING DIMENSIONS, LAYOUT, ETC.) PRIOR TO INITIATING THE IMPROVEMENTS IDENTIFIED WITHIN THESE DOCUMENTS. SHOULD ANY DISCREPANCY BE FOUND BETWEEN THE EXISTING SITE CONDITIONS AND THE PROPOSED WORK, THE CONTRACTOR SHALL NOTIFY STONEFIELD ENGINEERING & DESIGN, LLC. PRIOR TO THE START OF CONSTRUCTION.
2. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND ENSURE THAT ALL REQUIRED APPROVALS HAVE BEEN OBTAINED PRIOR TO THE START OF CONSTRUCTION. COPIES OF ALL REQUIRED PERMITS AND APPROVALS SHALL BE KEPT ON SITE AT ALL TIMES DURING CONSTRUCTION.
3. ALL CONTRACTORS WILL, TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFY AND HOLD HARMLESS STONEFIELD ENGINEERING & DESIGN, LLC. AND ITS SUB-CONSULTANTS FROM AND AGAINST ANY DAMAGES AND LIABILITIES INCLUDING ATTORNEYS FEES ARISING OUT OF CLAIMS BY EMPLOYEES OF THE CONTRACTOR IN ADDITION TO CLAIMS CONNECTED TO THE PROJECT AS A RESULT OF NOT CARRYING THE PROPER INSURANCE FOR WORKERS COMPENSATION, LIABILITY INSURANCE, AND LIMITS OF COMMERCIAL GENERAL LIABILITY INSURANCE.
4. THE CONTRACTOR SHALL NOT DEVIATE FROM THE PROPOSED IMPROVEMENTS IDENTIFIED WITHIN THIS PLAN SET UNLESS APPROVAL IS PROVIDED IN WRITING BY STONEFIELD ENGINEERING & DESIGN, LLC.
5. THE CONTRACTOR IS RESPONSIBLE TO DETERMINE THE MEANS AND METHODS OF CONSTRUCTION.
6. THE CONTRACTOR SHALL NOT PERFORM ANY WORK OR CAUSE DISTURBANCE ON A PRIVATE PROPERTY NOT CONTROLLED BY THE PERSON OR ENTITY WHO HAS AUTHORIZED THE WORK, WITHOUT PRIOR WRITTEN CONSENT FROM THE OWNER OF THE PRIVATE PROPERTY.
7. THE CONTRACTOR IS RESPONSIBLE TO RESTORE ANY DAMAGED OR UNDERMINED STRUCTURE OR SITE FEATURE THAT IS IDENTIFIED TO REMAIN ON THE PLAN SET. ALL REPAIRS SHALL USE NEW MATERIALS TO RESTORE THE FEATURE TO ITS EXISTING CONDITION AT THE CONTRACTORS EXPENSE.
8. CONTRACTOR IS RESPONSIBLE TO PROVIDE THE APPROPRIATE SHOP DRAWINGS, PRODUCT DATA, AND OTHER REQUIRED SUBMITTALS FOR REVIEW. STONEFIELD ENGINEERING & DESIGN, LLC. WILL REVIEW THE SUBMITTALS IN ACCORDANCE WITH THE DESIGN INTENT AS REFLECTED WITHIN THE PLAN SET.
9. THE CONTRACTOR IS RESPONSIBLE FOR TRAFFIC CONTROL IN ACCORDANCE WITH MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION.
10. THE CONTRACTOR IS REQUIRED TO PERFORM ALL WORK IN THE PUBLIC RIGHT-OF-WAY IN ACCORDANCE WITH THE APPROPRIATE GOVERNING AUTHORITY AND SHALL BE RESPONSIBLE FOR THE PROCUREMENT OF STREET OPENING PERMITS.
11. THE CONTRACTOR IS REQUIRED TO RETAIN AN OSHA CERTIFIED SAFETY INSPECTOR TO BE PRESENT ON SITE AT ALL TIMES DURING CONSTRUCTION & DEMOLITION ACTIVITIES.
12. SHOULD AN EMPLOYEE OF STONEFIELD ENGINEERING & DESIGN, LLC. BE PRESENT ON SITE AT ANY TIME DURING CONSTRUCTION, IT DOES NOT RELIEVE THE CONTRACTOR OF ANY OF THE RESPONSIBILITIES AND REQUIREMENTS LISTED IN THE NOTES WITHIN THIS PLAN SET.
13. THE RETAINING WALL SHALL BE DESIGNED, STAMPED, AND SIGNED BY A LICENSED STRUCTURAL ENGINEER. ALL STRUCTURAL PLANS AND CALCULATIONS FOR THE WALL MUST BE SUBMITTED TO, AND APPROVED BY THE VILLAGE PRIOR TO ISSUANCE OF THAT PERMIT.
14. THE DAYCARE CONSTRUCTION WILL LIKELY DISTURB THE EXISTING CLAY COVER OVER THE ROBINER LANDFILL. A LICENSED ENGINEER SHALL PREPARE A REMEDIAL ACTION PLAN (RAP) FOR THE VILLAGE'S REVIEW AND APPROVAL (I.E. STEPS TO TAKE WHEN LANDFILL MATERIAL IS ENCOUNTERED, MINIMUM CLAY CAP TO BE PRESERVED, DEWATERING LEACHATE REQUIREMENTS, ETC.) PRIOR TO CONCEPTUAL APPROVAL OF THIS PLAN.

GRAPHIC SCALE IN FEET
1" = 20'

| ISSUE | DATE | BY | DESCRIPTION |
|---|---|---|---|
| 5 | 05/06/2026 | JMC | REVISED PER VILLAGE ENGINEERING REVIEW #2 |
| 4 | 03/17/2026 | JMC | REVISED PER VILLAGE ENGINEERING REVIEW #1 |
| 3 | 12/09/2025 | EJ/JC | SUBMISSION FOR ENGINEERING APPROVAL |
| 2 | 09/02/2025 | NL | PHOTOMETRIC PLAN FOR FINAL PUD APPROVAL |
| 1 | 08/27/2025 | PCJ | LANDSCAPING PLAN FOR RESUBMISSION OF PUD APPROVAL |

NOT APPROVED FOR CONSTRUCTION


STONEFIELD engineering & design
Birmingham, MI · New York, NY · Salem, MA
Princeton, NJ · Tampa, FL · Rutherford, NJ
www.stonefieldeng.com
555 S. Old Woodward Avenue, Suite 120, Birmingham, MI 48009
Phone 248.247.1115


SITE DEVELOPMENT PLANS

# PRIMROSE SCHOOLS

## PROPOSED DAY CARE

PIN: 16-13-304-018
133 N. PFINGSTEN ROAD
VILLAGE OF DEERFIELD
LAKE COUNTY, ILLINOIS 60015

JONATHAN REID COOKSEY
062-073844
LICENSED PROFESSIONAL ENGINEER
JRC COOKSEY, P.E.
LICENSED PROFESSIONAL ENGINEER

STONEFIELD engineering & design

SCALE: 1" = 20' | PROJECT ID: DET-250271

TITLE: SITE PLAN

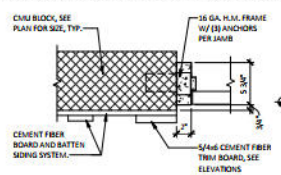
DRAWING: C-3.0

BAUM REVISION
real estate development

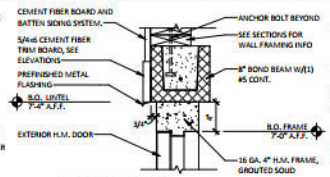
BRICKYARDS
LOFTS

Changes from Village Approval Plans 12/1/25 – 2a

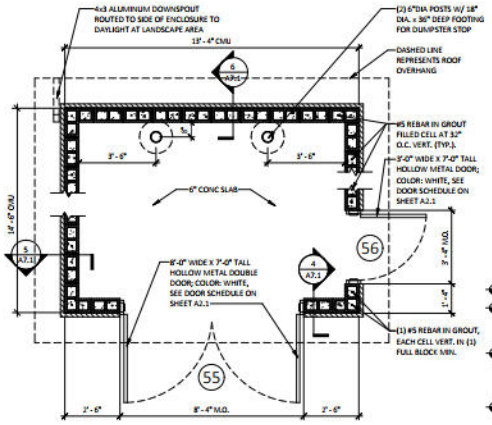
Date of submittal 6/15/2026




1 A7.1 DOOR JAMB
SCALE: 1 1/2" = 1'-0"

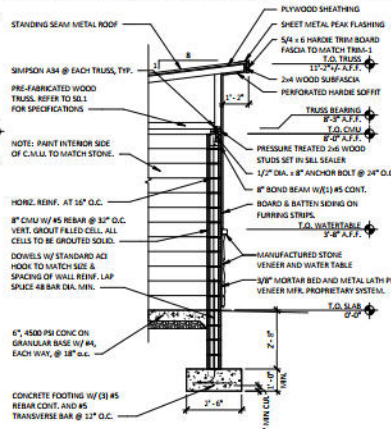



2 A7.1 DOOR HEAD
SCALE: 1 1/2" = 1'-0"

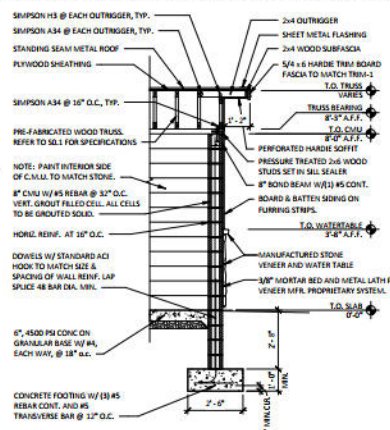



3 A7.1 DUMPSTER PLAN
SCALE: 3/8" = 1'-0"

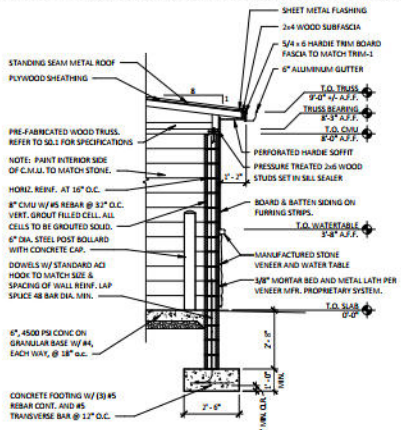
CONFIRM REQUIRED INSIDE DIMENSIONS WITH THE LOCAL SOLID WASTE MANAGEMENT CO.



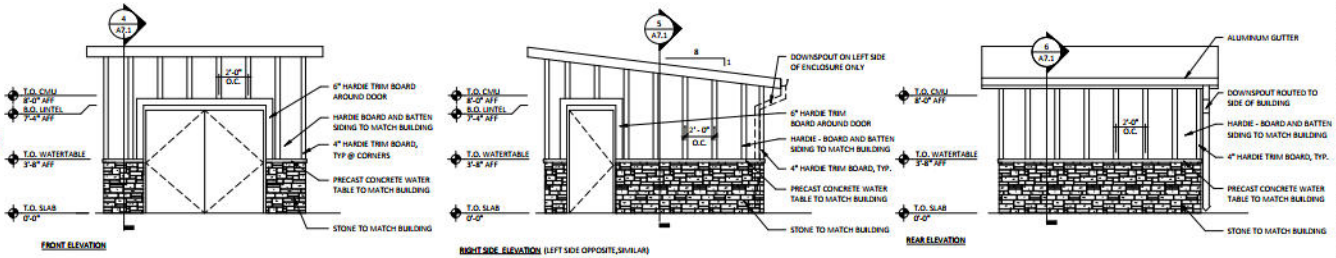

4 A7.1 DUMPSTER ENCLOSURE SECTION
SCALE: 3/8" = 1'-0"



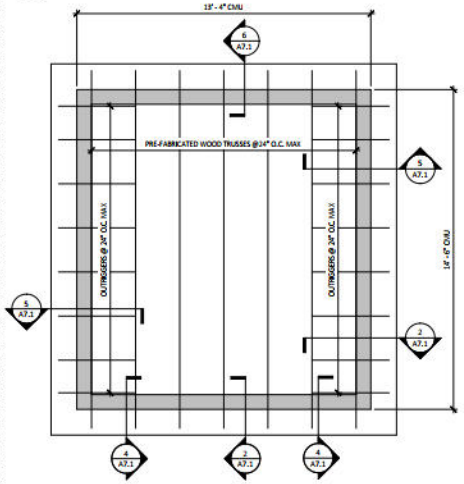

5 A7.1 DUMPSTER ENCLOSURE SECTION
SCALE: 3/8" = 1'-0"



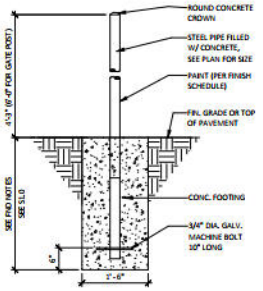

6 A7.1 DUMPSTER ENCLOSURE SECTION
SCALE: 3/8" = 1'-0"




7 A7.1 DUMPSTER ELEVATION
SCALE: 1/4" = 1'-0"




8 A7.1 DUMPSTER ROOF FRAMING PLAN
SCALE: 3/8" = 1'-0"




9 A7.1 DUMPSTER STOP BOLLARD
SCALE: 3/4" = 1'-0"

CASCO

PRIMROSE SCHOOLS
135 PFINGSTEN ROAD
DEERFIELD, IL 60015

PRIMROSE SCHOOLS FRANCHISING COMPANY
SANDY HILL ROAD, SUITE 1100 E
ATLANTA, GEORGIA 30339-5665

Date
05/14/26

CONSTR. DOC. & REVISIONS

| No. | Description |
|---|---|
| 1 | Code Response |

CASCO PROFESSIONAL SERVICES, LLC
ARCHITECTURAL
CORP. LICENSE NO: 184.007678-0004
EXP. DATE: 04/30/27

**Professional of Record:**
BULLOCK, KEYMA L.
LICENSE NO: 001-016248
EXP. DATE: 11/30/26

| | |
|---|---|
| Drawn/Checked | MS / MJP |
| Project Number | 2504804 |
| Bid Date | --/--/-- |
| Permit Date | 12/11/25 |
| For Construction | --/--/-- |

SITE DETAILS

A7.1

BAUM REVISION
real estate development

BRICKYARDS
LOFTS

Changes from Village Approval Plans 12/1/25 – 2b

Date of submittal 6/15/2026

**VILLAGE OF DEERFIELD**

**ORDINANCE NO. 2026-_____**

**AN ORDINANCE APPROVING AN AMENDMENT TO THE FUTURE LAND USE PLAN OF THE COMPREHENSIVE PLAN OF THE VILLAGE OF DEERFIELD FOR THE PROPERTY LOCATED AT 155 N. PFINGSTEN ROAD**

**WHEREAS,** the Village of Deerfield is a home rule municipal corporation in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

**WHEREAS,** the Village has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs; and

**WHEREAS,** pursuant to the authority set forth in Section 11-12-6 of the Illinois Municipal Code (65 ILCS 5/11-12-6), the Village of Deerfield has adopted a Comprehensive Plan, which has been amended from time to time ("***Comprehensive Plan***"); and

**WHEREAS,** 155 Group, LLC, an Illinois limited liability corporation, (***"Applicant"***) is the owner of the property commonly known as 155 N. Pfingsten Road, Deerfield, Lake County, Illinois, which is legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance (***"Property"***); and

**WHEREAS,** the Applicant desires to redevelop the Property with a residential planned unit development consisting of 112 loft-style apartments and a daycare center and nursery school, with accompanying landscape and related improvements (collectively, the ***"Proposed Development"***); and

**WHEREAS,** according to the Future Land Use Map of the Comprehensive Plan, the Property is designated as Office/Research Land Use Category, which does not allow a multi-family development or daycare center and nursery school; and

**WHEREAS,** to complete the Proposed Development, Applicant filed an application with the Village seeking approval of, among other relief, an amendment to the Future Land Use Map of the Comprehensive Plan of the Village of Deerfield (***"Comprehensive Plan"***) to reclassify the Property as Multi-Family Residential (***"Proposed Amendment"***); and

**WHEREAS,** a public hearing by the Plan Commission to consider the Proposed Amendment to the Comprehensive Plan was duly advertised on June 19, 2025, in the *Deerfield Review*, and was held July 10, 2025; and

**WHEREAS,** on July 10, 2025, the Plan Commission approved findings of fact in support of the Proposed Amendment and voted to recommend approval of the Proposed Amendment to the Comprehensive Plan by the Village Board; and

**WHEREAS,** the Village Board has determined that it will serve and be in the best interest of the Village to adopt of the Proposed Amendment to the Comprehensive Plan, as set forth in this Ordinance;

**NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE BOARD OF DEERFIELD, LAKE AND COOK COUNTIES, ILLINOIS**, as follows:

**SECTION ONE: RECITALS.** The foregoing recitals are incorporated into, and made a part of, this Ordinance as findings of the Village Board.

**SECTION TWO: FUTURE LAND USE MAP.** The classification of the Property on the Future Land Use Map of the Comprehensive Plan is hereby amended to classify the Property to be used for a Multi-Family Residential Land Use.

**SECTION THREE: PUBLICATION.** The Village Clerk is hereby directed to publish this Ordinance in pamphlet form pursuant to the Statutes of the State of Illinois.

**SECTION FOUR: EFFECTIVE DATE.**

A. This Ordinance will be effective only upon the occurrence of all of the following events:

1. Passage by the Village Board by a majority vote in the manner required by law;

2. Publication in pamphlet form in the manner required by law;

3. The execution and recording of two subdivision and development agreements by and between the Applicant and the Village that governs the Proposed Development on the Property.

B. In the event that this Ordinance does not become effective within 60 days after passage of this Ordinance by the Village Board, the Mayor and Village Board of Trustees will have the right, in their sole discretion, to declare this Ordinance null and void and of no force or effect unless the Mayor and Village Board of Trustees extend this deadline by a Resolution duly adopted.

[SIGNATURE PAGE FOLLOWS]

AYES:

NAYS:

ABSTAIN:

ABSENT:

PASSED:

APPROVED:

ORDINANCE NO.

_____

Daniel C. Shapiro, Mayor

ATTEST:

_____

Kent S. Street, Village Clerk

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

LOT 2 IN DEERFIELD BRICKYARDS RESUBDIVISION OF ALL OF LOT 7 IN FLODSTROM'S SUBDIVISION, ALL OF LOT 3 IN DEERFIELD TECH CENTER SUBDIVISION, TOGETHER WITH PART OF VACATED DEER LAKE ROAD, ALL IN THE SOUTHEAST ¼ OF SECTION 32 AND THE SOUTHWEST ¼ OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 28, 1989 AS DOCUMENT 2835375, IN LAKE COUNTY, ILLINOIS.

PIN: 16-33-304-018

The property is commonly known as: 155 N. Pfingsten Road, in Deerfield, Illinois

**VILLAGE OF DEERFIELD**

**ORDINANCE NO. 2026-_____**

**AN ORDINANCE REZONING THE PROPERTY LOCATED AT 155 N. PFINGSTEN ROAD TO THE R-5 GENERAL RESIDENCE DISTRICT**

**WHEREAS,** the Village of Deerfield is a home rule municipal corporation in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

**WHEREAS,** the Village has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs; and

**WHEREAS,** Article 3 of the "The Deerfield Zoning Ordinance 1978," as amended (***"Zoning Ordinance"***), establishes, among other things, zoning districts for land within the Village, and sets forth use and other regulations in each zoning district; and

**WHEREAS,** 155 Group, LLC, an Illinois limited liability corporation, (***"Applicant"***) is the owner of the property commonly known as 155 N. Pfingsten Road, Deerfield, Lake County, Illinois, which is legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance (***"Property"***),

**WHEREAS,** the Applicant desires to redevelop the Property with a residential planned unit development consisting of 112 loft-style apartments and a daycare center and nursery school, with accompanying landscape and related improvements (collectively, the ***"Proposed Development"***); and

**WHEREAS,** the Property is currently classified on the Zoning District Map of the Village of Deerfield, Lake and Cook Counties, Illinois (***"Zoning Map"***) in the I-1 Office, Research, and Restricted Industrial District (***"I-1 District"***); and

**WHEREAS,** the Proposed Development would not be permitted in the I-1 District; and

**WHEREAS,** the Applicant has filed an application with the Village seeking approval of, among other relief, an amendment to the Zoning Map to rezone the Property to the R-5 General Residence District (***"Proposed Rezoning"***); and

**WHEREAS,** a public hearing by the Plan Commission to consider an amendment of the Zoning Map to rezone the Property to the R-5 General Residence District was duly advertised in the Deerfield Review on June 19, 2025, and was held on July 10, 2025; and

**WHEREAS,** on July 10, 2025, the Plan Commission approved findings of fact in support of the Proposed Rezoning, in accordance with and pursuant to Section 13.10 of the Zoning Ordinance, and voted to recommend approval of the Proposed Rezoning by the Village Board; and

**WHEREAS,** the Village Board has determined that it will serve and be in the best interest of the Village to rezone the Property in accordance with the Proposed Rezoning, as set forth in this Ordinance;

**NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE BOARD OF DEERFIELD, LAKE AND COOK COUNTIES, ILLINOIS**, as follows:

**SECTION ONE: RECITALS.** The foregoing recitals are incorporated into, and made a part of, this Ordinance as findings of the Village Board.

**SECTION TWO: ZONING MAP AMENDMENT.** The Zoning Map is hereby amended to rezone the Property from the I-1 District to the R-5 General Residence District, all in accordance with, and pursuant to, Section 13.10 of the Zoning Ordinance and the home rule powers of the Village.

**SECTION THREE: PUBLICATION.** The Village Clerk is hereby directed to publish this Ordinance in pamphlet form pursuant to the statutes of the State of Illinois.

**SECTION FOUR: EFFECTIVE DATE.**

A. This Ordinance will be effective only upon the occurrence of all of the following events:

1. Passage by the Village Board by a majority vote in the manner required by law;

2. Publication in pamphlet form in the manner required by law;

3. The execution and recording of two subdivision and development agreements by and between the Applicant and the Village that govern the Proposed Development on the Property.

B. In the event that this Ordinance does not become effective within 60 days after passage of this Ordinance by the Village Board, the Mayor and Village Board of Trustees will have the right, in their sole discretion, to declare this Ordinance null and void and of no force or effect unless the Mayor and Village Board of Trustees extend this deadline by a Resolution duly adopted.

[SIGNATURE PAGE FOLLOWS]

AYES:

NAYS:

ABSTAIN:

ABSENT:

PASSED:

APPROVED:

ORDINANCE NO.

_____

Daniel C. Shapiro, Mayor

ATTEST:

_____

Kent S. Street, Village Clerk

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

LOT 2 IN DEERFIELD BRICKYARDS RESUBDIVISION OF ALL OF LOT 7 IN FLODSTROM'S SUBDIVISION, ALL OF LOT 3 IN DEERFIELD TECH CENTER SUBDIVISION, TOGETHER WITH PART OF VACATED DEER LAKE ROAD, ALL IN THE SOUTHEAST ¼ OF SECTION 32 AND THE SOUTHWEST ¼ OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 28, 1989 AS DOCUMENT 2835375, IN LAKE COUNTY, ILLINOIS.

PIN: 16-33-304-018

The property is commonly known as: 155 N. Pfingsten Road, in Deerfield, Illinois.

**VILLAGE OF DEERFIELD**

**ORDINANCE NO. 2026-____**

**AN ORDINANCE AMENDING SECTION 9.02-A OF "THE VILLAGE OF DEERFIELD ZONING ORDINANCE 1978," AS AMENDED, TO ALLOW SIGNAGE FOR A DAY CARE CENTER AND NURSERY SCHOOL USE THE R-5 GENERAL RESIDENCE DISTRICT**

**WHEREAS,** the Village of Deerfield is a home rule municipal corporation in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

**WHEREAS,** the Village has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs; and

**WHEREAS,** 155 Group, LLC, an Illinois limited liability company (***"Applicant"***), is the owner of the property located at 155 N. Pfingsten Road, in Deerfield, Illinois (***"Property"***); and

**WHEREAS,** Village Ordinance No. 2026-_____, adopted by the Village Board on June 15, 2026, rezoned the Property to the R-5 General Residence District (***"R-5 District"***); and

**WHEREAS,** Primrose School Franchising Company LLC, a Georgia limited liability company, or a franchisee or affiliate (***"Primrose"***), is the contract purchaser of a portion of the Property; and

**WHEREAS**, Primrose desires to operate a day care center and nursery school on the Property; and

**WHEREAS**, the Village desires to amend Section 9.02-A, of "The Village of Deerfield Zoning Ordinance 1978," as amended (***"Zoning Ordinance"***) to allow signage for a day care center and nursery school use in the R-5 District (***"Proposed Amendment"***); and

**WHEREAS,** a public hearing by the Plan Commission to consider the Proposed Amendment to the Zoning Ordinance was duly advertised on June 19, 2025, in the *Deerfield Review*, and was held on July 10, 2025; and

**WHEREAS,** on July 10, 2025, the Plan Commission approved findings of fact in support of the Proposed Amendment, in accordance with and pursuant to Section 13.10 of the Zoning Ordinance, and voted to recommend approval of the Proposed Amendment by the Village Board; and

**WHEREAS,** the Village Board has considered the standards for amendments set forth in Section 13.10 of the Zoning Ordinance; and

**WHEREAS,** the President and Board of Trustees have determined that it will serve and be in the best interests of the Village to adopt the Proposed Amendment of the Zoning Ordinance pursuant to this Ordinance;

**NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF DEERFIELD, LAKE AND COOK COUNTY, ILLINOIS,** as follows:

**SECTION ONE. RECITALS**. The facts and statements contained in the preamble to this Ordinance are found to be true and correct are hereby adopted as part of this Ordinance.

**SECTION TWO. AMENDMENT TO ARTICLE 9.02-A OF THE ZONING ORDINANCE.** Subsection 9.02-A, titled "Residential Districts," of Section 9.02, titled "District Regulations," of Article 9, titled "Signs," of the Zoning Ordinance is hereby amended and shall read as follows:

"9.02-A Residential Districts

In all residential districts, only the following are permitted and then only if accessory and incidental to a permitted or Special Use in such districts:

* * *

**8. Signage for day care center and nursery school use located in the R-5 General Residence District.**

**a. Number and Content**

**(1) Wall Sign**

**Not more than two wall signs shall be permitted for a day care center and nursery school use. A wall sign shall only contain the name and logo of the school.**

**(2) Ground Sign**

**Not more than one on-site ground sign shall be permitted for a day care center and nursery school use. Ground signs shall only contain the name, logo, and address of the day care center.**

**b. Area**

**(1) Wall Sign**

**The maximum surface area of each wall sign shall not exceed 25 square feet in area.**

**(2) Ground Sign**

**The maximum surface area of each ground sign shall not exceed 5 square feet in area.**

**c. Location**

**(1) Wall Sign**

**A wall signs shall be located only on the wall of the principal building that fronts on a private road or on a wall with an entranceway to the day care center.**

**(2) Ground Sign**

**An on-site ground sign may be located in a required yard only if the location of the ground sign does not obstruct the sight line or other safety risks for entering and exiting vehicles and pedestrians.**

**d. Height**

**(1) Wall Sign**

**A wall sign shall not project higher than the roof deck or 16 feet from grade on the wall of the building on which it is placed, whichever is lesser.**

**(2) Ground Sign**

**An on-site ground sign shall project no higher than 5 feet above grade.**

**e. Illumination**

**(1) Wall Sign**

**A wall sign may be illuminated.**

**(2) Ground Sign**

**An on-site ground sign may be illuminated.**"

**SECTION THREE. SEVERABILITY**. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance are to remain in full force and effect, and are to be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

**SECTION FOUR. PUBLICATION.** The Village Clerk is hereby directed to publish this Ordinance in pamphlet form pursuant to the Statutes of the State of Illinois.

**SECTION FIVE. EFFECTIVE DATE**. This Ordinance will be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

AYES:

NAYS:

ABSTAIN:

ABSENT:

PASSED:

APPROVED:

ORDINANCE NO.

_____
Daniel C. Shapiro, Mayor

ATTEST:

_____
Kent S. Street, Village Clerk

**VILLAGE OF DEERFIELD**

**ORDINANCE NO. 2026-_____**

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR A RESIDENTIAL PLANNED UNIT DEVELOPMENT IN THE R-5 DISTRICT, A SPECIAL USE PERMIT FOR A CHILDREN'S DAY CARE CENTER AND NURSERY SCHOOL USE IN THE R-5 DISTRICT, A FINAL PLANNED UNIT DEVELOPMENT PLAN, AND CERTAIN EXCEPTIONS WITHIN A PLANNED UNIT DEVELOPMENT**
(155 and 135 N. Pfingsten Road – Brickyard Lofts)

**WHEREAS,** the Village of Deerfield is a home rule municipal corporation in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

**WHEREAS,** the Village has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs; and

**WHEREAS,** 155 Group, LLC, an Illinois limited liability corporation, (***"Applicant"***) is the owner of that property commonly known as 155 and 135 N. Pfingsten Road, Deerfield, Lake County, Illinois, which is legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance (***"Property"***); and

**WHEREAS,** the Applicant desires to redevelop the Property with a residential planned unit development consisting of 112 loft-style apartments and convey a portion of the Property to Primrose School Franchising Company LLC, a Georgia limited liability company, or its franchisee or affiliate (***"Primrose"***), for Primrose to develop a daycare center and nursery school, with accompanying landscape and related improvements (collectively, the ***"Proposed Development"***); and

**WHEREAS,** the Property was developed in its current form in 1987 as a Planned Unit Development in the I-1 Office, Research, and Restricted Industrial District pursuant to Village of Deerfield Ordinance O-86-50, which was adopted October 6, 1986 (**"*Original PUD Ordinance*"**); and

**WHEREAS**, on June 15, 2026, the Village Board adopted Ordinance No. [insert ordinance number], approving an amendment to the Future Land Use Plan of the Village of Deerfield Comprehensive Plan to reclassify the Property as appropriate for Multi-Family Land Use; and

**WHEREAS**, on June 15, 2026, the Village Board adopted Ordinance No. [insert ordinance number], rezoning the Property from the I-1 Office, Research, and Restricted Industrial District to the R-5 General Residence District (***"R-5 District"***); and

**WHEREAS,** on June 15, 2026, the Village Board adopted Resolution No. [insert resolution number], approving a combined preliminary and final plat of subdivision dividing the Property into two lots, designated as "***Lot 1***" and "***Lot 2***"; and

**WHEREAS,** Lot 1 is currently improved with a three-story, L-shaped office building

and a parking lot and Lot 2 is currently improved with a parking lot; and

**WHEREAS,** the Applicant's Proposed Development would reconfigure the existing office building into a multi-family apartment building (***"Apartment Building"***) containing 112 residential units (***"Residential Units"***), detached garages to serve the Apartment Building, and amenities including six electric car charging stations, private fitness center, outdoor seating and cooking grill stations, sun terrace, business center, and dog park (collectively, the ***"Shared Amenities"***); and

**WHEREAS,** Primrose is under contract with the Applicant to purchase Lot 2 for the purpose of constructing and operating a children's day care center and nursery school thereon (***"Day Care"***); and

**WHEREAS,** in furtherance of the construction of the Proposed Development, the Applicant filed an application with the Village seeking: (i) approval of a special use permit for a residential planned unit development on the Property (***"Residential PUD"***); (ii) approval of a special use permit for a children's day care center and nursery school on the Property (***"Day Care SUP"***); (iii) approval of the Final Development Plan for the Proposed Development; (iv) a zoning exception from Section 12.02-E of the Zoning Ordinance; (v) zoning exceptions from Section 12.02-H.3 of the Zoning Ordinance; (vi) zoning exceptions from Section 12.02-J of the Zoning Ordinance; (vii) zoning exceptions from Appendix I of the Zoning Ordinance; (viii) a zoning exception from 9.02-A,6.d. of the Zoning Ordinance; and (ix) a zoning exception from Section 9.01-B.2 of the Zoning Ordinance (collectively, the ***"Requested Relief"***); and

**WHEREAS,** pursuant to Section 4.05-C.8 of the "Deerfield Zoning Ordinance 1978," as amended (***"Zoning Ordinance"***), residential planned unit developments may only be established in the R-5 District upon the issuance of a special use permit by the Village Board; and

**WHEREAS,** pursuant to Section 4.05-C.6 of the Zoning Ordinance, children's day care centers may only be established in the R-5 District upon the issuance of a special use permit by the Village Board; and

**WHEREAS,** on August 4, 2025, the Village Board granted approval of a Preliminary Development Plan for the Proposed Development for the Property; and

**WHEREAS,** on October 23, 2025, the Plan Commission considered the Applicant's Final Development Plan at its meeting and adopted findings recommending approval of the Requested Relief and finding that the Final Development Plan was in substantial conformance with the Preliminary Development Plan; and

**WHEREAS,** on June 15, 2026, pursuant to its home rule authority, the Village Board held a further public hearing on the Requested Relief; and

**WHEREAS,** the Applicant has agreed to execute and record two subdivision and development agreements prepared by the Village Attorney, governing the use and development of the Property and incorporating the conditions set forth in this Ordinance, in

the forms and substance that have been approved and authorized for execution by the Village President pursuant to Village Resolution No. ____ ("***Development Agreements***"); and

**WHEREAS,** the Village Board has determined that the Proposed Development, and the zoning exceptions within the Proposed Development, comply with the required standards for special use permits and residential planned unit developments as set forth in Articles 12 and 13 of the Zoning Ordinance, and that the Final Development Plan for the Proposed Development is in substantial conformance with the Preliminary Development Plan; and

**WHEREAS,** consistent with the Plan Commission recommendation, the Village Board has determined that it will serve and be in the best interests of the Village and its residents to approve the Proposed Development for the Property including both the Residential PUD and the Day Care SUP along with the Final Development Plan, and to grant certain zoning exceptions, all in accordance with, and subject to, the conditions, restrictions, and provisions of this Ordinance;

**NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE BOARD OF DEERFIELD, LAKE AND COOK COUNTIES, ILLINOIS**, as follows:

**SECTION ONE: RECITALS.** The foregoing recitals are incorporated into, and made a part of, this Ordinance as the findings of the Village Board.

**SECTION TWO: APPROVAL OF A SPECIAL PERMIT FOR A RESIDENTIAL PLANNED UNIT DEVELOPMENT.** Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section Five of this Ordinance, a special use permit to allow the establishment of a residential planned unit development on the Property shall be, and is hereby, granted to the Applicant pursuant to Article 13 and Section 4.05-C of the Zoning Code and the home rule powers of the Village.

**SECTION THREE: APPROVAL OF A SPECIAL USE PERMIT FOR A CHILDREN'S DAY CARE CENTER AND NURSERY SCHOOL.** Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section Six of this Ordinance, a special use permit to allow the establishment and operation of a children's day care center and nursery school on the Property shall be, and is hereby, granted to Primrose pursuant to Article 13 and Section 4.05-C of the Zoning Code and the home rule powers of the Village.

**SECTION FOUR: APPROVAL OF FINAL DEVELOPMENT PLAN.** Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section Six of this Ordinance, the Village Board hereby approves the Final Development Plan for the Residential Planned Unit Development, to include the following documents (collectively, the ***"Final Development Plan Documents"***):

A. The Site Plan prepared by Hirsch MPG LLC, consisting of two sheets (S and 2), with a latest revision date of June 15, 2026, a copy of which is attached to this Ordinance as **Exhibit B**;

B. The Overall Site Plan prepared by RTM Engineering Consultants, LLC, consisting of four sheets (C2.0 to C2.3 inclusive), with a latest revision date of January 9, 2026, a copy of which is attached to this Ordinance as **Exhibit C**;

C. The Floor Plans prepared by Hirsch MPG LLC, consisting of four sheets (1.1, 1.2, 1.2e and 1.3), with a latest revision date of June 15, 2026, a copy of which is attached to this Ordinance as **Exhibit D**;

D. The Roof Plans prepared by Hirsch MPG LLC, consisting of one sheet (1.4), with a latest revision date of June 15, 2026, a copy of which is attached to this Ordinance as **Exhibit E**;

E. The Materials List prepared by Hirsch MPG LLC, consisting of one sheet (M), with a latest revision date of June 15, 2026, a copy of which is attached to this Ordinance as **Exhibit F**;

F. The Elevations prepared by Hirsch MPG LLC, consisting of one sheet (E.L.1), with a latest revision date of June 15, 2026, a copy of which is attached to this Ordinance as **Exhibit G**;

G. The Elevations prepared by Hirsch MPC LLC, consisting of one sheet (E.DC), with a latest revision date of June 15, 2026, a copy of which is attached to this Ordinance as **Exhibit G.1**;

H. The Crosswalk Diagram prepared by Hirsch MPG LLC, consisting of two sheets (S.c1 and S.c2), with a latest revision date of June 15, 2026, a copy of which is attached to this Ordinance as **Exhibit H**;

I. The Pedestrian Access Plan prepared by Hirsch MPG LLC, consisting of one sheet (P) with a latest revision date of September 29, 2025, a copy of which is attached to this Ordinance as **Exhibit I**;

J. The Site Signage Drawing prepared by Hirsch MPG LLC, consisting of one sheet (E.S.-ALT), with a latest revision date of June 15, 2026, a copy of which is attached to this Ordinance as **Exhibit J**;

K. The Primrose Building Signage Plan prepared by Casco Signs, Inc., consisting of one sheet (A4.1), with a latest revision date of September 3, 2025, a copy of which is attached to this Ordinance as **Exhibit K**;

L. The Trash Enclosure Drawing prepared by Hirsch MPG LLC, consisting of one sheet (E.S.2), with a latest revision date of June 15, 2026, a copy of which is attached to this Ordinance as **Exhibit L**;

M. The Tree Survey and Mitigation Plan prepared by Hirsch MPG LLC, consisting of two sheets (LT1.0 and LT 2.0), with a latest revision date of June 15, 2026, a copy of which is attached to this Ordinance as **Exhibit M**;

N. The Overall Landscape Plan prepared by Hirsch MPG LLC, consisting of four sheets (L1.0, L1.1, L2.0 and L3.0), with a latest revision date of June 15, 2026, a copy of which is attached to this Ordinance as **Exhibit N**;

O. The Primrose Landscape Plans prepared by Stonefield Engineering & Design, consisting of two sheets (C-8.0 and C-8.1), with a latest revision date of June 1, 2026, a copy of which is attached to this Ordinance as **Exhibit O**;

P. The Utility Plans prepared by RTM Engineering Consultants, LLC, consisting of five sheets (C4.0 to C4.4 inclusive), with a latest revision date of June 15, 2026, a copy of which is attached to this Ordinance as **Exhibit P**;

Q. The Grading Plans prepared by RTM Engineering Consultants, LLC, consisting of four sheets (C3.0 to C3.3 inclusive), with a latest revision date of June 15, 2026, a copy of which is attached to this Ordinance as **Exhibit Q**;

R. The Site Lighting Plan prepared by CX Lighting, consisting of one sheet, with a latest revision date of September 29, 2025, a copy of which is attached to this Ordinance as **Exhibit R**;

S. The Primrose Lighting Plan prepared by Stonefield Engineering & Design, consisting of one sheet (C-6.0), with a latest revision date of June 1, 2026, a copy of which is attached to this Ordinance as **Exhibit R.1**;

T. The Parking Calculations prepared by Hirsch MPG LLC, consisting of one sheet (A), with a latest revision date of June 15, 2026, a copy of which is attached to this Ordinance as **Exhibit S**; and

U. The Renderings prepared by Hirsch MPG LLC, consisting of four sheets (V.1, V.4, V.2, V.5), with a latest revision date of June 15, 2026, a copy of which is attached to this Ordinance as **Exhibit T**.

**SECTION FIVE: APPROVAL OF ZONING EXCEPTIONS WITHIN A RESIDENTIAL PLANNED UNIT DEVELOPMENT.** Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section Six of this Ordinance, the Applicant's requests for the following exceptions in conjunction with the Residential PUD are hereby granted for, and with respect to, the Proposed Development on the Property, in accordance with and pursuant to Section 12.01-B.1 of the Zoning Ordinance and the home rule powers of the Village:

A. Minimum Land Area. An exception from Section 12.02-E of the Zoning Ordinance to permit total area of land required for the Proposed Development to be 7.43 acres or 323,650 square feet.

B. Perimeter Setback. Exceptions from Section 12.02-H.3 of the Zoning Ordinance to permit: (i) the Day Care to be located 34 feet 8 inches from the western property line of the Property; (ii) the existing parking lot on the Property to be located 38 feet 5 inches from the western property line of the Property; (iii) the existing parking lot on the Property to be located 23 feet 8

inches from the southern property line of the Property; (iv) the proposed garage to be located 14 feet 8 inches from the eastern property line of the Property; and (v) the existing parking lot to be located 28 feet 11 inches from the eastern property line of the Property.

C. Building Height. Exceptions from Section 12.02-J of the Zoning Ordinance to permit the height of the Apartment Building to be 45 feet and the height of the Day Care to be 35 feet 6 inches.

D. Parking Space Depth. An exception from Appendix I of the Zoning Ordinance to permit a parking space depth of 18 feet for both exterior and interior parking spaces to be installed on the Property.

E. Drive Aisle Width. An exception from Appendix I of the Zoning Ordinance to permit drive aisles with a width less than 24 feet to be installed on the Property.

F. Sign Setback. An exception from 9.02-A,6.d. of the Zoning Ordinance to permit entry ground signs to be installed within 25 feet from the property line of the Property.

G. Wall Sign. An exception from Section 9.01-B.2 of the Zoning Ordinance to permit wall signs to be located above the roof deck of the Day Care on the Property.

**SECTION SIX: CONDITIONS.** Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the Village Code or the Zoning Ordinance, or any other rights the Applicant and Primrose may have, the approvals granted in Sections Two, Three, Four, and Five of this Ordinance are hereby expressly subject to and contingent upon the redevelopment, use, and maintenance of the Property in compliance with each and all of the following conditions:

A. Development Agreements.

1. Execution and Recordation. Within 30 days after the adoption of this Ordinance, the Applicant must execute the two Development Agreements.

2. Compliance. The development, use, operation, and maintenance of the Property must at all times comply with all terms, conditions, restrictions, and provisions of the Development Agreements.

B. Standard Conditions.

1. Compliance with Regulations. The redevelopment, 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 provided otherwise in this Ordinance or the Development Agreements.

2. Compliance with Final Development Plan. The redevelopment, use, operation, and maintenance of the Property must comply with the Final Development Plan, as approved by this Ordinance, except: (a) for minor changes and site work approved by the Village Principal Planner and the Village Director of Public Works and Engineering (for matters within their respective permitting authorities) in accordance with all applicable Village standards; and (b) for changes approved in accordance with Section 12.09 of the Zoning Code.

C. Owners' Association Declaration of Covenants. In the event that the Applicant desires to sell or transfer any of the Residential Units, the Applicant must prepare and submit to the Village Manager and the Village Attorney, for their respective review and approval, prior to such sale or transfer, and the Applicant must record against the Property, a declaration of covenants, easements, and restrictions ("***Declaration***"). The Declaration must provide for the creation of an Owners' Association (or similar entity) and must, without limitation, codify the provisions, conditions and restrictions set forth below. This subsection does not apply to the sale or transfer of the entire Property to a single owner who rents out all of the Residential Units.

1. Membership in the Owners' Association must be mandatory for each owner and successive owner of any portion of the Residential Units.

2. No modifications or revisions to the provisions in the Declaration required pursuant to this Ordinance, or to any provision that is inconsistent with the requirements of this Ordinance, Article 2.14 of the Zoning Code, or Workforce and Affordable Housing Restrictive Covenant recorded against the Property in accordance with Section 3.D of the Development Agreement for Lot 1, will be effective without the prior review and written approval of the Village Principal Planner.

3. The Owners' Association will be responsible for the continuity, care, conservation and maintenance, including operation in a first-rate condition and in accordance with predetermined standards, of the portions of the Property that are not the individual Residential Units and garages and parking spaces that are deeded to the owners of the individual Residential Units (***"Common Areas"***), including all landscaping, stormwater detention facilities, equipment and appurtenances, and the cost of power required for the equipment and appurtenances.

4. The Owners' Association will be responsible for casualty and liability insurance and real estate taxes for all Common Areas.

5. The owners of the Residential Units must pay their *pro rata* share of all costs and expenses incurred by the Owners' Association by means of an assessment to be levied by the Owners' Association which meets the requirements for becoming a lien on the Property in accordance with statutes of the State of Illinois.

6. The Owners' Association will have the right to adjust the assessment to meet changed needs. The membership vote required to authorize that adjustment may not be fixed at more than 51 percent of the members voting on the issue.

7. The Association or the owners, and not the Village, will be responsible, at the Association's expense, for snow removal on or from the Property except for the roadway after it has been dedicated and accepted by the Village.

8. Easements must be created or granted as follows:

   a. An easement will be created providing access over, on, and above the Common Areas for the exclusive benefit of the owners of the Residential Units and for the benefit of the Village, for storm water drainage and detention, emergency response, utility maintenance and repair, and for the purpose of maintaining the Common Areas.

   b. Utility easements will be granted to the Village and other governmental bodies and utility services over, on, and across the Property and the Common Areas for the purposes of making repairs, installing and servicing utilities, and providing emergency services.

9. The easements for storm water drainage and detention must remain unobstructed and the access to the retention and detention basins in Common Areas containing stormwater detention and drainage facilities may not be blocked by a fence, landscaping, or any other structure or planting, of any kind or nature, erected within said easement without written approval of the Village Manager. In addition, no grade changes will be permitted in said easement without the prior written approval of the Village Director of Public Works and Engineering.

D. Existing Office Use. Following Village Board approval of this Ordinance, the Applicant or any future owner or purchaser of the Property is prohibited from: (i) enlarging the existing office uses on the Property; (ii) extending the existing office leases on the Property; and (iii) entering into any new office lease on the Property.

**SECTION SEVEN: RECORDATION; BINDING EFFECT.**

A. Recording. A copy of this Ordinance shall be recorded in the Office of the Lake County Recorder of Deeds against the Property. The obligations assumed by, and the rights that accrue to, the Applicant under this Ordinance are binding upon Applicant and its successors and assigns, and upon any and all of the respective successor legal or beneficial owners of all or any portion of the Property, but only as to such obligations applicable or attributable to their respective portions of the Property and not to any other portions of or the

remainder of the Property. The rights and obligations of Applicant hereunder shall remain Applicant's rights and obligations until Applicant assigns them to any successors as the fee owners (each a "***Transferee***") of all or a portion of the Property pursuant to a Transferee Assumption Agreement, as defined in this Ordinance.

B. Transfer. To assure that all grantees, successors, assigns, and transferees of Applicant other than Primrose, and all successor owners of all or any portion of the Property have notice of this Ordinance and the obligations created by it, the Applicant and Primrose (as it applies to their respective parcels) must:

a. Notify the Village in writing at least 30 days prior to transferring fee interest in any portion of the Property to any third party;

b. Incorporate, by reference, this Ordinance into any and all real estate sales contracts entered into for the transfer of all or any portion of the Property; and

c. Require, prior to or contemporaneous with, the transfer of fee title to all or any portion of the Property to a Transferee, the Transferee of said portion of or interest in the Property to execute an enforceable written agreement, in substantially the form attached to this Ordinance as **Exhibit U**, in which the Transferee agrees to be bound by the provisions of this Ordinance (***"Transferee Assumption Agreement"***).

C. Transferred Property. Upon delivery to the Village of a Transferee Assumption Agreement, the Applicant and Primrose, as transferor of their respective portions of the Property thereunder ("***Transferor***") shall be released from any prospective liability or obligation under this Ordinance related to the property that is the subject of the applicable Transferee Assumption Agreement (each such property a "***Transferred Property***") except for any rights or obligations tied to such Transferred Property that are expressly retained by the Transferor in the Transferee Assumption Agreement, and thereafter the Transferee shall be deemed to be "Applicant" under this Ordinance with all rights and obligations related hereunder solely with respect to the Transferred Property. Notwithstanding anything to the contrary contained in this Ordinance, if a Transferee fails to comply with the terms of this Ordinance, such Transferee failure shall not constitute a failure to comply by the Applicant or any other Transferee with respect to any other portion of the Property and shall not entitle the Village to bring any enforcement action against the Applicant or any other Transferee with respect to such failure with respect to the Transferred Property; and if a Transferor fails to comply with this Ordinance, such Transferor failure to comply shall not constitute a failure to comply by any Transferee or any other Applicant with respect to any other portion of the Property not owned in fee by such breaching Transferor and shall not entitle

the Village to bring any enforcement action with respect to any other portion of the Property.

**SECTION EIGHT: FAILURE TO COMPLY WITH CONDITIONS.** Upon the failure or refusal of the Applicant, Primrose, or Transferee (each a "***Lot Owner***") with regard to the Lot they respectively own and control to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, in addition to all other remedies available to the Village, the approvals granted in Sections Two, Three, Four, and Five of this Ordinance (***"Approvals"***) may, at the sole discretion of the Village Board, by ordinance duly adopted, be revoked and become null and void as to the Lot of the defaulting Lot Owner; provided, however, that the Village Board may not so revoke the Approvals unless it first provides the Lot Owner of the Lot on which the violation occurs with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village Board. In the event of such revocation, the Village Manager and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances. Notwithstanding the foregoing or anything else contained in this Ordinance, neither the Lot Owner's failure to comply with this Ordinance, nor anything else contained herein, shall affect or restrict Lot Owner's rights to use the Property as otherwise permitted by the Zoning Ordinance.

**SECTION NINE: PRIMROSE APPROVALS.** Notwithstanding the effectiveness of this Ordinance pursuant to Section 11 below, the approvals granted in Sections 3 and 5.G of this Ordinance shall not become effective until Primrose takes title of Lot 2 and provides the Village Manager a copy of the deed recorded with the Lake County Recorder of Deeds demonstrating that Primrose is owner of Lot 2.

**SECTION TEN: AMENDMENTS.** Any amendment to any provision of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Ordinance for the granting of special use permits and planned unit developments.

**SECTION ELEVEN: EFFECTIVE DATE.**

A. This Ordinance will be effective only upon the occurrence of all of the following events:

1. Passage by the Village Board by a majority vote in the manner required by law;

2. Publication in pamphlet form in the manner required by law;

3. Recordation of this Ordinance, together with such exhibits as the Village Clerk deems appropriate for recordation, with the office of the Lake County Recorder;

4. Passage and approval of a resolution by a majority of the members of the Village Board, in the manner provided by law, authorizing the execution of the Development Agreements; and

5. Execution by the Applicant of the Development Agreements, and delivery to the Village of the executed Development Agreements, within 30 days after the passage of this Ordinance.

B. In the event that the Applicant does not deliver fully executed copies of the Development Agreements within 30 days after the date of final passage of this Ordinance by the Village Board, as required by Section 10.A.5 of this Ordinance, the Mayor and Board of Trustees will have the right, in their sole discretion, to declare this Ordinance null and void and of no force or effect.

[SIGNATURE PAGE FOLLOWS]

AYES:

NAYS:

ABSTAIN:

ABSENT:

PASSED:

APPROVED:

ORDINANCE NO.

_____

Daniel C. Shapiro, Mayor

ATTEST:

_____

Kent S. Street, Village Clerk

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

**CURRENT LEGAL DESCRIPTION:**

LOT 2 IN DEERFIELD BRICKYARDS RESUBDIVISION OF ALL OF LOT 7 IN FLODSTROM'S SUBDIVISION, ALL OF LOT 3 IN DEERFIELD TECH CENTER SUBDIVISION, TOGETHER WITH PART OF VACATED DEER LAKE ROAD, ALL IN THE SOUTHEAST ¼ OF SECTION 32 AND THE SOUTHWEST ¼ OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 28, 1989 AS DOCUMENT 2835375, IN LAKE COUNTY, ILLINOIS.

PIN: 16-33-304-018

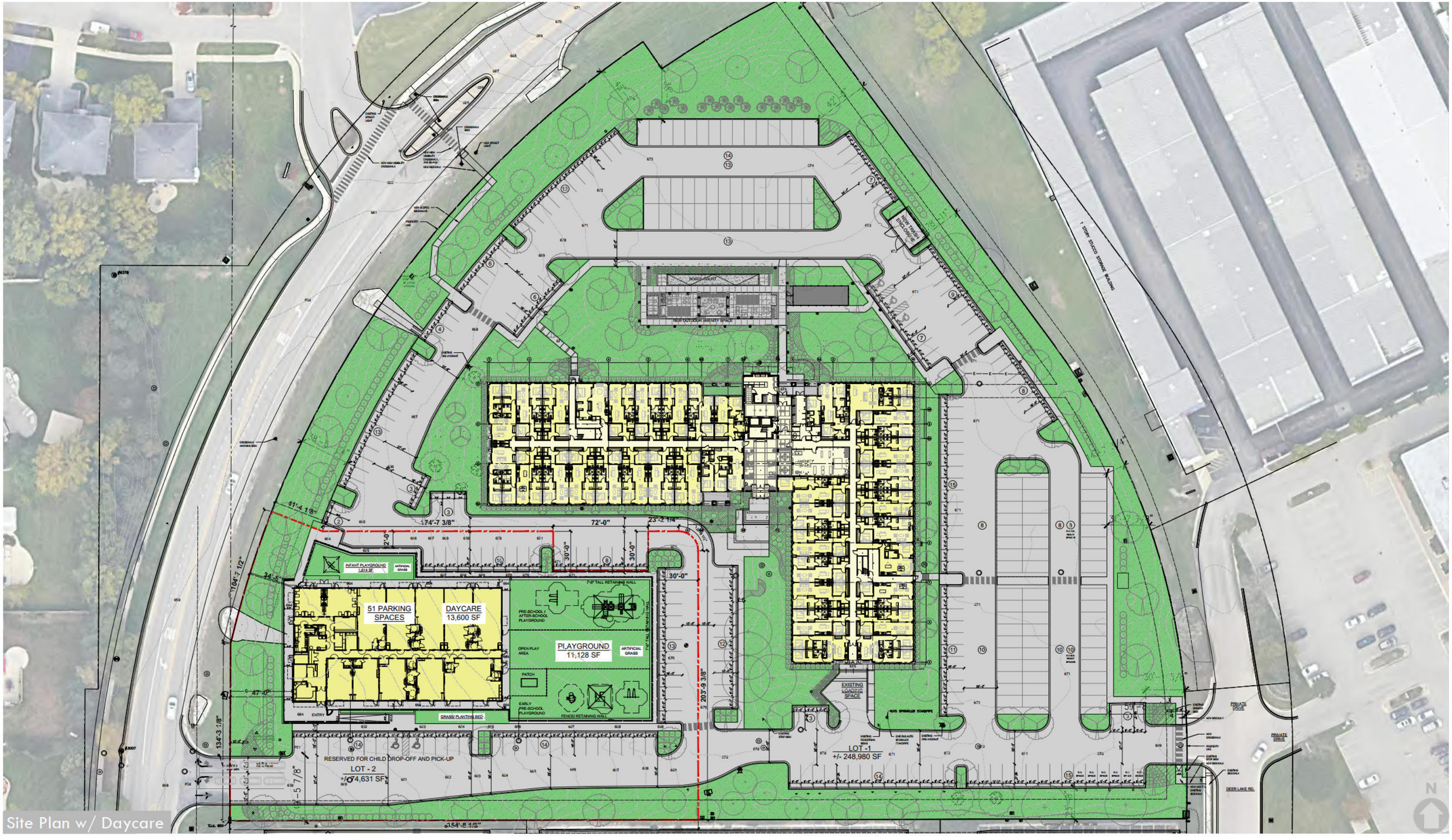
The property is commonly known as: 155 N. Pfingsten Road, in Deerfield, Illinois

**POST-SUBDIVISION LEGAL DESCRIPTION**

LOTS 1 AND 2 IN THE BRICKYARD LOFTS SUBDIVISION BEING A SUBDIVISION OF LOT 2 IN DEERFIELD BRICKYARDS SUBDIVISION, IN THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LAKE COUNTY, ILLINOIS.

**EXHIBIT B**

**SITE PLAN**




Site Plan w/ Daycare

BAUM REVISION
real estate development

BRICKYARDS
LOFTS

15 June 2026
24013
AJM

© HIRSCH MPG LLC 2025

Hirsch|MPG
ARCHITECTURE + PLANNING

S

# BRICKYARDS LOFTS:

( LOT AREA 323,611 SF - 7.43 ACRES) 112 TOTAL UNITS

LOT COVERAGE CALCULATIONS:
BUILDING COVERAGE: 22.33%
OPEN SPACE: 30.74%

PARKING CALCULATIONS:
REQUIRED:271
PROVDED: 306

VILLAGE BOARD'S CERTIFICATE:
STATE OF ILLINOIS
COUNTY OF LAKE AND COOK
APPROVED AND ACCEPTED BY THE VILLAGE OF DEERFIELD, LAKE AND COOK COUNTIES, ILLINOIS, AT A MEETING HELD THIS _____DAY OF _____, 20___.
BY:_____ ATTEST:_____
VILLAGE PRESIDENT VILLAGE CLERK

PLAN COMMISSIONER'S CERTIFICATE:
STATE OF ILLINOIS
COUNTY OF LAKE AND COOK
APPROVED BY THE PLAN COMMISSION OF THE VILLAGE OF DEERFIELD, LAKE AND COOK COUNTIES, ILLINOIS, AT A MEETING HELD THIS _____DAY OF _____, A.D. 20___.
BY:_____ ATTEST:_____
CHAIRMAN SECRETARY

OWNER'S CERTIFICATE:
STATE OF ILLINOIS
COUNTY OF LAKE AND COOK
THIS IS TO CERTIFY THAT 155 Group, LLC IS THE OWNER OF THE PROPERTY DESCRIBED ABOVE AND CAUSED THE FINAL DEVELOPMENT PLAN TO BE PREPARED AS SHOWN HEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AS ALLOWED AND PROVIDED BY STATUTES AND THE SAID CORPORATION, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE TITLE AFORESAID.
DATED AT_____ THIS_____DAY OF_____, A.D. 20___.

155 Group, LLC. an Illinois limited liability company
By:_____
Name:_____
Title:_____

NOTARY'S CERTIFICATE:
STATE OF ILLINOIS
COUNTY OF LAKE AND COOK
I,_____, A NOTARY PUBLIC IN THE SAID COUNTY, AND STATE AFORESAID, DO HEREBY CERTIFY THAT
_____,_____ ( TITLE)
OF_____ IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHO SUBSCRIBED TO THE FORTHCOMING CERTIFICATE OF OWNERSHIP, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THE EXECUTION OF THIS INSTRUMENT IN HIS/HER CAPACITY FOR THE USES AND PURPOSES THEREIN SET FORTH AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID COMPANY.
DATED AT_____ THIS_____DAY OF_____, A.D. 20___.
BY:_____
NAME:_____ SEAL:_____

MORTGAGEE CERTIFICATE

STATE OF _____)
) S.S.
COUNTY OF_____)

_____, UNDER THE PROVISIONS OF A CERTAIN MORTGAGE DATED _____ AND RECORDED IN THE RECORDER'S OFFICE OF LAKE COUNTY, ILLINOIS ON_____ AS DOCUMENT NO._____ HEREBY CONSENTS TO AND APPROVES THIS SITE PLAN AS DEPICTED HEREON.

DATED THIS_____ DAY OF_____, A.D. 2025

_____

BY:_____ ATTEST:_____

ITS:_____ ITS:_____

NOTARY PUBLIC CERTIFICATE

STATE OF _____)
) S.S.
COUNTY OF_____)

I_____, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT
_____ OF _____,
PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE SIGNED AND DELIVERED THE SAID INSTRUMENT AS HIS/HER OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID BANK FOR THE USES AND PURPOSES THEREIN SET FORTH.

LEGAL DESCRIPTION TOTAL PROPERTY:
LOT 2 IN DEERFIELD BRICKYARDS RESUBDIVISION OF ALL OF LOT 7 IN FLODSTROM'S SUBDIVISION, ALL OF LOT 3 IN DEERFIELD TECH CENTER SUBDIVISION, TOGETHER WITH PART OF VACATED DEER LAKE ROAD, ALL IN THE SOUTHEAST 1/4 OF SECTION 32 AND THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 28, 1989 AS DOCUMENT 2835375, IN LAKE COUNTY, ILLINOIS.


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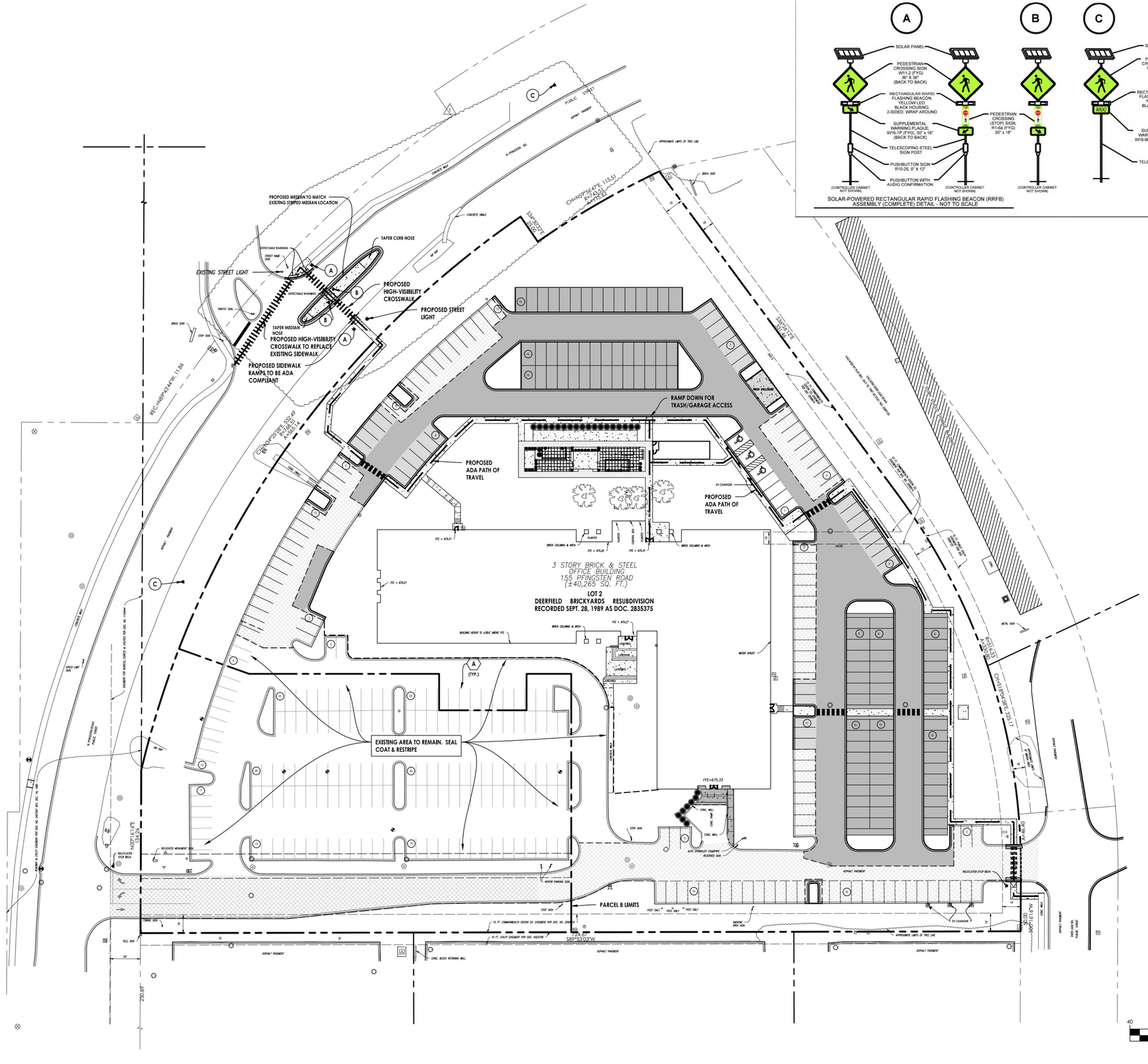
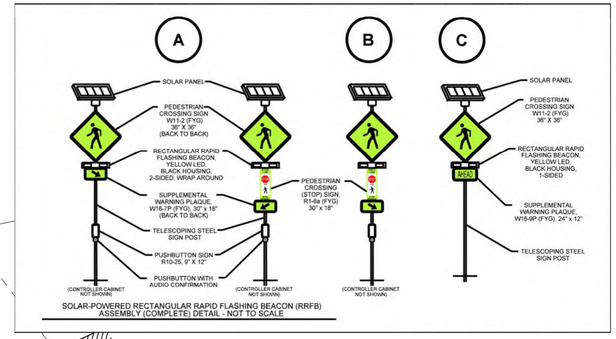
**EXHIBIT C**

**OVERALL SITE PLAN**




## NOTES:

1. ALL DIMENSIONS ALONG CURB LINES ARE TO FACE OF CURB, UNLESS NOTED OTHERWISE.
2. BUILDINGS AND ADJACENT TO BUILDING IMPROVEMENTS SHOWN ON THESE PLANS ARE BASED UPON THE BUILDING PLANS PROVIDED BY OTHERS AT THE DATE OF THESE PLANS BEING PREPARED. BUILDING PLANS NORMALLY CONTINUE TO CHANGE AFTER SITE PLANS HAVE BEEN APPROVED. THEREFORE THE CONTRACTOR SHALL USE THE BUILDING PLANS FOR FINAL BUILDING IMPROVEMENTS, AND VERIFY THAT ALL ADJACENT IMPROVEMENTS ARE CONSISTENT WITH THE DESIGN INTENT AND REQUIREMENTS OF THE SITE PLANS. THE CONTRACTOR SHALL NOTIFY ENGINEER IMMEDIATELY IF CLARIFICATION IS NEEDED, OR IF CONFLICTS OR INCONSISTENCIES EXIST.
3. ADA DETECTIBLE WARNING STRIPS SHALL BE CAST IRON TILES, WET SET INTO CONCRETE SURFACE, PER MANUFACTURERS INSTALLATION RECOMMENDATIONS.
4. TOPOGRAPHIC AND BOUNDARY SURVEY PREPARED BY EDWARD J. MOLLOY & ASSOCIATES.
5. THE RETAINING WALL, WHICH WILL BE INSTALLED UNDER A SEPARATE, FUTURE DAYCARE PERMIT, SHALL BE DESIGNED, STAMPED, AND SIGNED BY A LICENSED STRUCTURAL ENGINEER. ALL STRUCTURAL PLANS AND CALCULATIONS FOR THE WALL MUST BE SUBMITTED TO, AND APPROVED BY THE VILLAGE PRIOR TO ISSUANCE OF THAT PERMIT.
6. THE FUTURE DAYCARE CONSTRUCTION (TO BE SUBMITTED UNDER A SEPARATE PERMIT) WILL LIKELY DISTURB THE EXISTING CLAY CAP OVER THE FORMER LANDFILL. A LICENSED GEOTECHNICAL ENGINEER SHALL PREPARE A REMEDIAL ACTION PLAN (RAP) FOR THE VILLAGE'S REVIEW AND APPROVAL (I.E. STEPS TO TAKE WHEN LANDFILL MATERIAL IS ENCOUNTERED, MINIMUM CLAY CAP TO BE PRESERVED, DEWATERING LEACHATE REQUIREMENTS, ETC.).

## (X) SIGNING AND STRIPING SCHEDULE

A. 4" YELLOW STRIPING
B. YELLOW HANDICAP PARKING STRIPING (SEE DETAIL)
C. "ACCESSIBLE" PARKING STALL SIGN ASSEMBLY (S250 FINE)
D. "STOP" SIGN R1-1 (30"X30")
E. 24" WHITE THERMOPLASTIC STOP BAR
F. 4" PAINTED CROSS STRIPING 4' C-C
G. DIRECTIONAL ARROW
H. RIGHT TURN ONLY R3-5 (24"X30")
I. THERMOPLASTIC RIGHT TURN ONLY STRIPING
J. 4" YELLOW LINES, 5.5" C-C SKIP-DASH AND SOLID
K. 6" SOLID WHITE THERMOPLASTIC.
L. "NO LEFT TURN" SIGN (30"X30")
M. 6" WHITE THERMOPLASTIC 6' SKIP 2' DASH
N. CROSSWALK STRIPING

STRIPING NOTE: ON-SITE PAVEMENT MARKINGS AND GRAPHICS SHALL CONSIST OF TWO (2) COATS OF TRAFFIC-RATED PAINT APPLIED A MINIMUM OF 30 DAYS APART. STRIPING AND GRAPHICS AT ENTRY DRIVES SHALL BE THERMOPLASTIC AS NOTED. MATERIALS SHALL MEET ILLINOIS DEPARTMENT OF TRANSPORTATION STANDARDS.

## (X) PARKING SUMMARY

### TOTAL

| | REQUIRED | PROPOSED |
|---|---|---|
| REGULAR STALLS (9'x18') | 264 | 395 |
| ACCESSIBLE STALLS (16'x18') | 5 | 3 |
| TOTAL STALL COUNT | 269 | 398 |

### EXISTING AREA TO REMAIN

| | RESTRIPE |
|---|---|
| REGULAR STALLS (9'x18') | 158 |
| ACCESSIBLE STALLS (16'x18') | 0 |
| TOTAL STALL COUNT | 158 |

### SITE

| | PROPOSED |
|---|---|
| REGULAR STALLS (9'x18') | 230 |
| ACCESSIBLE STALLS (16'x18') | 3 |
| TOTAL STALL COUNT | 233 |

TOTAL GARAGE SPACES = 97 SPACES

## LEGEND:

- ADA TRUNCATED DOMES
- EXISTING CURB AND GUTTER
- EXISTING CURB AND GUTTER - DEPRESSED
- B6.12 CURB AND GUTTER UNLESS NOTED OTHERWISE
- B6.12 CURB AND GUTTER - DEPRESSED
- B6.12 CURB AND GUTTER - TRANSITION (ZERO TO FULL HEIGHT)
- BARRIER CURB AND GUTTER UNLESS NOTED OTHERWISE
- BARRIER CURB AND GUTTER - DEPRESSED
- B6.12 CURB AND GUTTER - TRANSITION (ZERO TO FULL HEIGHT)
- SAWCUT LINE
- 6' HIGH FENCE
- GUARDRAIL
- PROPOSED FULL-DEPTH REGULAR ASPHALT PAVEMENT.
  - 1 1/2" HOT MIX ASPHALT SURFACE COURSE N50, MIX D
  - 2" HOT MIX ASPHALT BINDER COURSE, IL-19.0, N50
  - 8" CRUSHED GRANULAR SUBBASE, CA-6 COMPACTED GEOTECH APPROVED SUBGRADE
- PROPOSED FULL-DEPTH HEAVY-DUTY ASPHALT PAVEMENT.
  - 2" HOT MIX ASPHALT SURFACE COURSE N50, MIX D
  - 3" HOT MIX ASPHALT BINDER COURSE, IL-19.0, N50
  - 12" CRUSHED GRANULAR SUBBASE, CA-6 COMPACTED GEOTECH APPROVED SUBGRADE
- PROPOSED CONCRETE PAVEMENT.
  - 6" P.C. CONCRETE
  - 6" CRUSHED GRANULAR SUBBASE, CA-6
- PROPOSED SIDEWALK.
  - 5" P.C. CONCRETE (6" THROUGH DRIVEWAYS ONLY)
  - 4" AGGREGATE BASE, CA-6 CRUSHED STONE, TYP. B.
- PROPOSED 1.5" MILL AND OVERLAY.
- PROPOSED ADA TRAVEL PATH

| NO. | DATE | DESCRIPTION |
|---|---|---|
| 1 | 10/31/25 | ISSUED FOR PERMIT |
| 2 | 01/09/26 | ISSUED FOR PERMIT |


650 E. Algonquin Road
Suite 350
Schaumburg, IL 60173
Telephone: (847) 756 - 4280
www.rtmec.com
IL Design Firm: 184005777-0002
rtm engineering consultants


SHEET NAME: SITE PLAN - OVERALL

PROJECT NAME: BRICKYARDS LOFTS
155 N. PFINGSTEN RD.
DEERFIELD, IL

PROJECT No. 24.012254.5354

SHEET No. C2.0
OF 14 SHEETS

User: lucas.keller File: \\Vecidfnk\core1\CIV\01-Proj\12254.5354 BAUM Brickyards\03 DESIGN DRAWINGS\02 SHEET SET\NO DAYCARE\C2.0 SITE PLAN.dwg Time: May 29, 2026 - 1:30pm

## NOTES:

1. ALL DIMENSIONS ALONG CURB LINES ARE TO FACE OF CURB, UNLESS NOTED OTHERWISE.
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D. "STOP" SIGN R1-1 (30"X30")
E. 24" WHITE THERMOPLASTIC STOP BAR
F. 4" PAINTED CROSS STRIPING 4' C-C
G. DIRECTIONAL ARROW
H. RIGHT TURN ONLY R3-5 (24"X30")
I. THERMOPLASTIC RIGHT TURN ONLY STRIPING
J. 4" YELLOW LINES, 5.5' C-C SKIP-DASH AND SOLID
K. 6" SOLID WHITE THERMOPLASTIC.
L. "NO LEFT TURN" SIGN (30"X30")
M. 6" WHITE THERMOPLASTIC 6' SKIP 2' DASH
N. CROSSWALK STRIPING

STRIPING NOTE: ON-SITE PAVEMENT MARKINGS AND GRAPHICS SHALL CONSIST OF TWO (2) COATS OF TRAFFIC-RATED PAINT APPLIED A MINIMUM OF 30 DAYS APART. STRIPING AND GRAPHICS AT ENTRY DRIVES SHALL BE THERMOPLASTIC AS NOTED. MATERIALS SHALL MEET ILLINOIS DEPARTMENT OF TRANSPORTATION STANDARDS.

## (X) PARKING SUMMARY

### TOTAL

| | REQUIRED | PROPOSED |
|---|---|---|
| REGULAR STALLS (9'x18') | 264 | 395 |
| ACCESSIBLE STALLS (16'x18') | 5 | 3 |
| TOTAL STALL COUNT | 269 | 398 |

### EXISTING AREA TO REMAIN

| | RESTRIPE |
|---|---|
| REGULAR STALLS (9'x18') | 158 |
| ACCESSIBLE STALLS (16'x18') | 0 |
| TOTAL STALL COUNT | 158 |

### SITE

| | PROPOSED |
|---|---|
| REGULAR STALLS (9'x18') | 230 |
| ACCESSIBLE STALLS (16'x18') | 3 |
| TOTAL STALL COUNT | 233 |

TOTAL GARAGE SPACES = 97 SPACES

## LEGEND:

- ADA TRUNCATED DOMES
- EXISTING CURB AND GUTTER
- EXISTING CURB AND GUTTER - DEPRESSED
- B6.12 CURB AND GUTTER UNLESS NOTED OTHERWISE
- B6.12 CURB AND GUTTER - DEPRESSED
- B6.12 CURB AND GUTTER - TRANSITION (ZERO TO FULL HEIGHT)
- BARRIER CURB AND GUTTER UNLESS NOTED OTHERWISE
- BARRIER CURB AND GUTTER - DEPRESSED
- B6.12 CURB AND GUTTER - TRANSITION (ZERO TO FULL HEIGHT)
- SAWCUT LINE
- 6' HIGH FENCE
- GUARDRAIL
- PROPOSED FULL-DEPTH REGULAR ASPHALT PAVEMENT.
  - 1 1/2" HOT MIX ASPHALT SURFACE COURSE N50, MIX D
  - 2" HOT MIX ASPHALT BINDER COURSE, IL-19.0, N50
  - 8" CRUSHED GRANULAR SUBBASE, CA-6 COMPACTED GEOTECH APPROVED SUBGRADE
- PROPOSED FULL-DEPTH HEAVY-DUTY ASPHALT PAVEMENT.
  - 2" HOT MIX ASPHALT SURFACE COURSE N50, MIX D
  - 3" HOT MIX ASPHALT BINDER COURSE, IL-19.0, N50
  - 12" CRUSHED GRANULAR SUBBASE, CA-6 COMPACTED GEOTECH APPROVED SUBGRADE
- PROPOSED CONCRETE PAVEMENT.
  - 6" P.C. CONCRETE
  - 6" CRUSHED GRANULAR SUBBASE, CA-6
- PROPOSED SIDEWALK.
  - 5" P.C. CONCRETE (6" THROUGH DRIVEWAYS ONLY)
  - 4" AGGREGATE BASE, CA-6 CRUSHED STONE, TYP. B.
- PROPOSED 1.5" MILL AND OVERLAY.
- PROPOSED ADA TRAVEL PATH

GRAPHIC SCALE
20 0 10 20 40
( IN FEET )
1 inch = 20 ft.

PROPOSED MEDIAN TO MATCH EXISTING STRIPED MEDIAN LOCATION
TAPER CURB NOSE
TAPER MEDIAN NOSE
PUBLIC STREET
ASPHALT PAVEMENT
N. PFINGSTEN RD.
CONCRETE WALK
CONCRETE SWALE
RIP RAP
APPROXIMATE LIMITS OF TREE LINE
BRICK SIGN
STREET NAME SIGN
DETECTABLE WARNING
CH=N59°56'47"E, 115.51
R=743.51
A=115.62
S34°20'32"E 25.00
S36°26'12"E 331.46
N34°25'28"E 552.49
R=768.51
A=565.14
137.02'
128.52'
24'
22'
TRASH ENCLOSURE
VACATED BY PA41 REC. JULY 10, 1987 AS DOC. NO. 2389125
VACATED DEER LAKE ROAD
10 FT. COMMONWEALTH EDISON CO. EASEMENT PER DOC. 3589914
10 FT. EASEMENT
LANDING (2) 7" STEPS LANDING
LANDING (5) 7" STEPS LANDING
EV CHARGER
PLANTER
CONTROL BOX
CONC. WALK
BRICK COLUMNS & ARCH
FFE = 675.31
FFE = 675.25
FFE = 675.21
120.00
147.41'

3 STORY BRICK & STEEL
OFFICE BUILDING
155 PFINGSTEN ROAD
(±40,265 SQ. FT.)

LOT 2
DEERFIELD BRICKYARDS RESUBDIVISION
RECORDED SEPT. 28, 1989 AS DOC. 2835375

| NO. | DATE | DESCRIPTION |
|---|---|---|
| 1 | 10/31/25 | ISSUED FOR PERMIT |
| 2 | 01/09/26 | ISSUED FOR PERMIT |


650 E. Algonquin Road
Suite 150
Schaumburg, IL 60173
Telephone: (847) 756 - 4180
www.rtmec.com
IL Design Firm: 184006777-0002
rtm engineering consultants

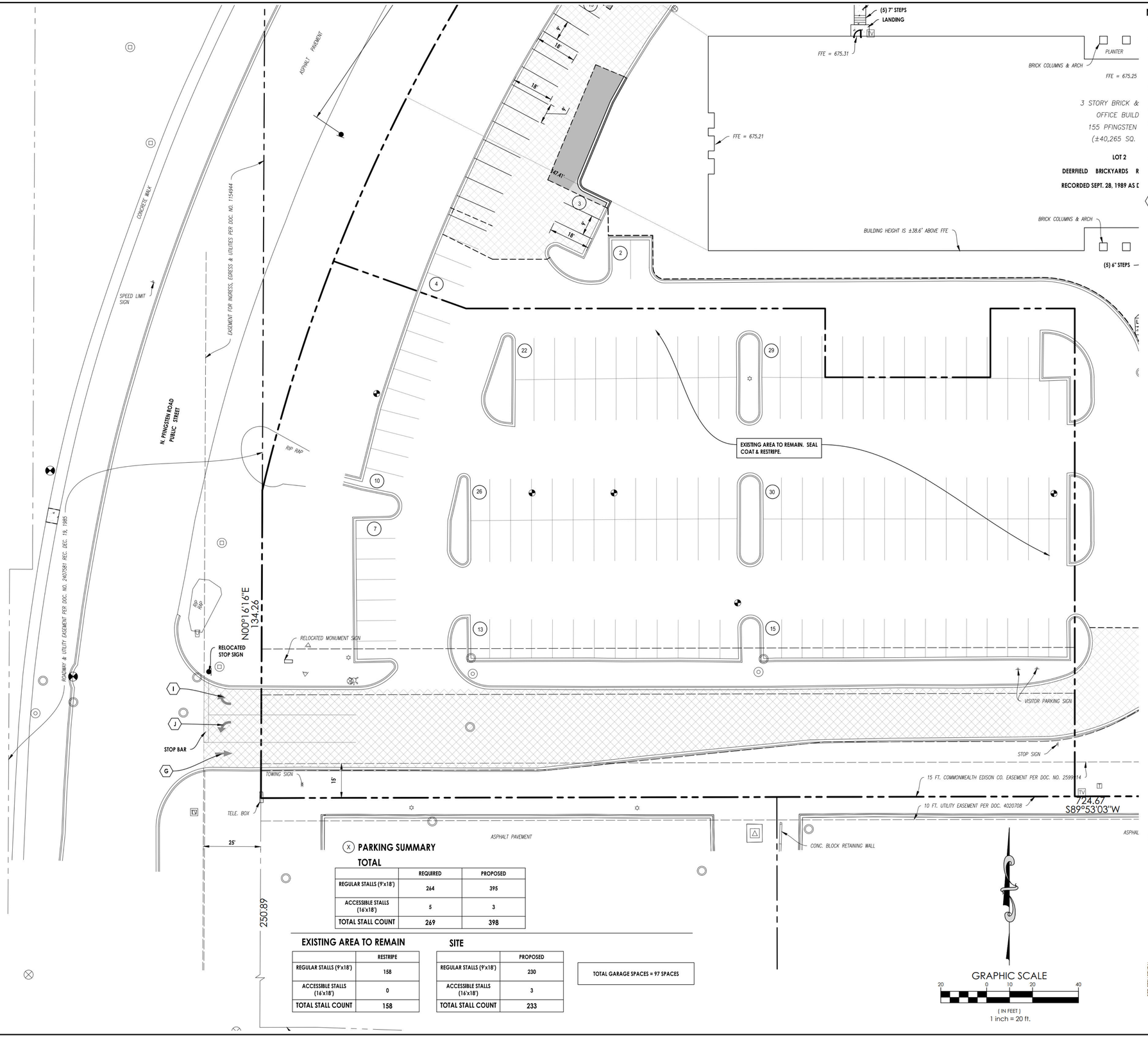

SHEET NAME: SITE PLAN N

PROJECT NAME: BRICKYARDS LOFTS
155 N. PFINGSTEN RD. DEERFIELD, IL

PROJECT No. 24.012254.5354

SHEET No. C2.1
OF 14 SHEETS


User: luccs.keller File: \\Vaclidfile\core1\CIV\01 Proj\12254.5354 BAUM Brickyards\03 DESIGN DRAWINGS\02 SHEET SET\NO DAYCARE\C2.0 SITE PLAN.dwg Time: May 29, 2026 - 1:30pm




## NOTES:

1. ALL DIMENSIONS ALONG CURB LINES ARE TO FACE OF CURB, UNLESS NOTED OTHERWISE.
2. BUILDINGS AND ADJACENT TO BUILDING IMPROVEMENTS SHOWN ON THESE PLANS ARE BASED UPON THE BUILDING PLANS PROVIDED BY OTHERS AT THE DATE OF THESE PLANS BEING PREPARED. BUILDING PLANS NORMALLY CONTINUE TO CHANGE AFTER SITE PLANS HAVE BEEN APPROVED. THEREFORE THE CONTRACTOR SHALL USE THE BUILDING PLANS FOR FINAL BUILDING IMPROVEMENTS, AND VERIFY THAT ALL ADJACENT IMPROVEMENTS ARE CONSISTENT WITH THE DESIGN INTENT AND REQUIREMENTS OF THE SITE PLANS. THE CONTRACTOR SHALL NOTIFY ENGINEER IMMEDIATELY IF CLARIFICATION IS NEEDED, OR IF CONFLICTS OR INCONSISTENCIES EXIST.
3. ADA DETECTIBLE WARNING STRIPS SHALL BE CAST IRON TILES, WET SET INTO CONCRETE SURFACE, PER MANUFACTURERS INSTALLATION RECOMMENDATIONS.
4. TOPOGRAPHIC AND BOUNDARY SURVEY PREPARED BY EDWARD J. MOLLOY & ASSOCIATES.
5. THE RETAINING WALL, WHICH WILL BE INSTALLED UNDER A SEPARATE, FUTURE DAYCARE PERMIT, SHALL BE DESIGNED, STAMPED, AND SIGNED BY A LICENSED STRUCTURAL ENGINEER. ALL STRUCTURAL PLANS AND CALCULATIONS FOR THE WALL MUST BE SUBMITTED TO, AND APPROVED BY THE VILLAGE PRIOR TO ISSUANCE OF THAT PERMIT.
6. THE FUTURE DAYCARE CONSTRUCTION (TO BE SUBMITTED UNDER A SEPARATE PERMIT) WILL LIKELY DISTURB THE EXISTING CLAY CAP OVER THE FORMER LANDFILL. A LICENSED GEOTECHNICAL ENGINEER SHALL PREPARE A REMEDIAL ACTION PLAN (RAP) FOR THE VILLAGE'S REVIEW AND APPROVAL (I.E. STEPS TO TAKE WHEN LANDFILL MATERIAL IS ENCOUNTERED, MINIMUM CLAY CAP TO BE PRESERVED, DEWATERING LEACHATE REQUIREMENTS, ETC.).

## (X) SIGNING AND STRIPING SCHEDULE

- A. 4" YELLOW STRIPING
- B. YELLOW HANDICAP PARKING STRIPING (SEE DETAIL)
- C. "ACCESSIBLE" PARKING STALL SIGN ASSEMBLY (S250 FINE)
- D. "STOP" SIGN R1-1 (30"X30")
- E. 24" WHITE THERMOPLASTIC STOP BAR
- F. 4" PAINTED CROSS STRIPING 4' C-C
- G. DIRECTIONAL ARROW
- H. RIGHT TURN ONLY R3-5 (24"X30")
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- J. 4" YELLOW LINES, 5.5" C-C SKIP-DASH AND SOLID
- K. 6" SOLID WHITE THERMOPLASTIC.
- L. "NO LEFT TURN" SIGN (30"X30")
- M. 6" WHITE THERMOPLASTIC 6' SKIP 2' DASH
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STRIPING NOTE: ON-SITE PAVEMENT MARKINGS AND GRAPHICS SHALL CONSIST OF TWO (2) COATS OF TRAFFIC-RATED PAINT APPLIED A MINIMUM OF 30 DAYS APART. STRIPING AND GRAPHICS AT ENTRY DRIVES SHALL BE THERMOPLASTIC AS NOTED. MATERIALS SHALL MEET ILLINOIS DEPARTMENT OF TRANSPORTATION STANDARDS.

## LEGEND:

- ADA TRUNCATED DOMES
- EXISTING CURB AND GUTTER
- EXISTING CURB AND GUTTER - DEPRESSED
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  - 2" HOT MIX ASPHALT BINDER COURSE, IL-19.0, N50
  - 8" CRUSHED GRANULAR SUBBASE, CA-6 COMPACTED GEOTECH APPROVED SUBGRADE
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- PROPOSED ADA TRAVEL PATH

## (X) PARKING SUMMARY

### TOTAL

| | REQUIRED | PROPOSED |
|---|---|---|
| REGULAR STALLS (9'x18') | 264 | 395 |
| ACCESSIBLE STALLS (16'x18') | 5 | 3 |
| TOTAL STALL COUNT | 269 | 398 |

### EXISTING AREA TO REMAIN

| | RESTRIPE |
|---|---|
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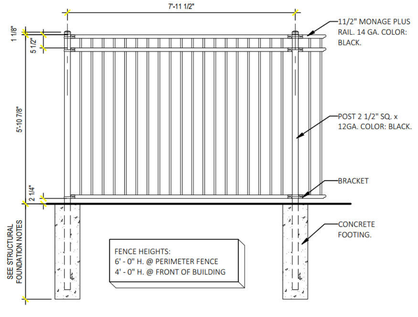
GRAPHIC SCALE
20 0 10 20 40
( IN FEET )
1 inch = 20 ft.

## FENCE DETAIL

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601 E. Algonquin Road
Suite 150
Schaumburg, IL 60173
Telephone: (847) 756 - 4280
www.rtmec.com

IL Design Firm: 184005777-0002

rtm engineering consultants

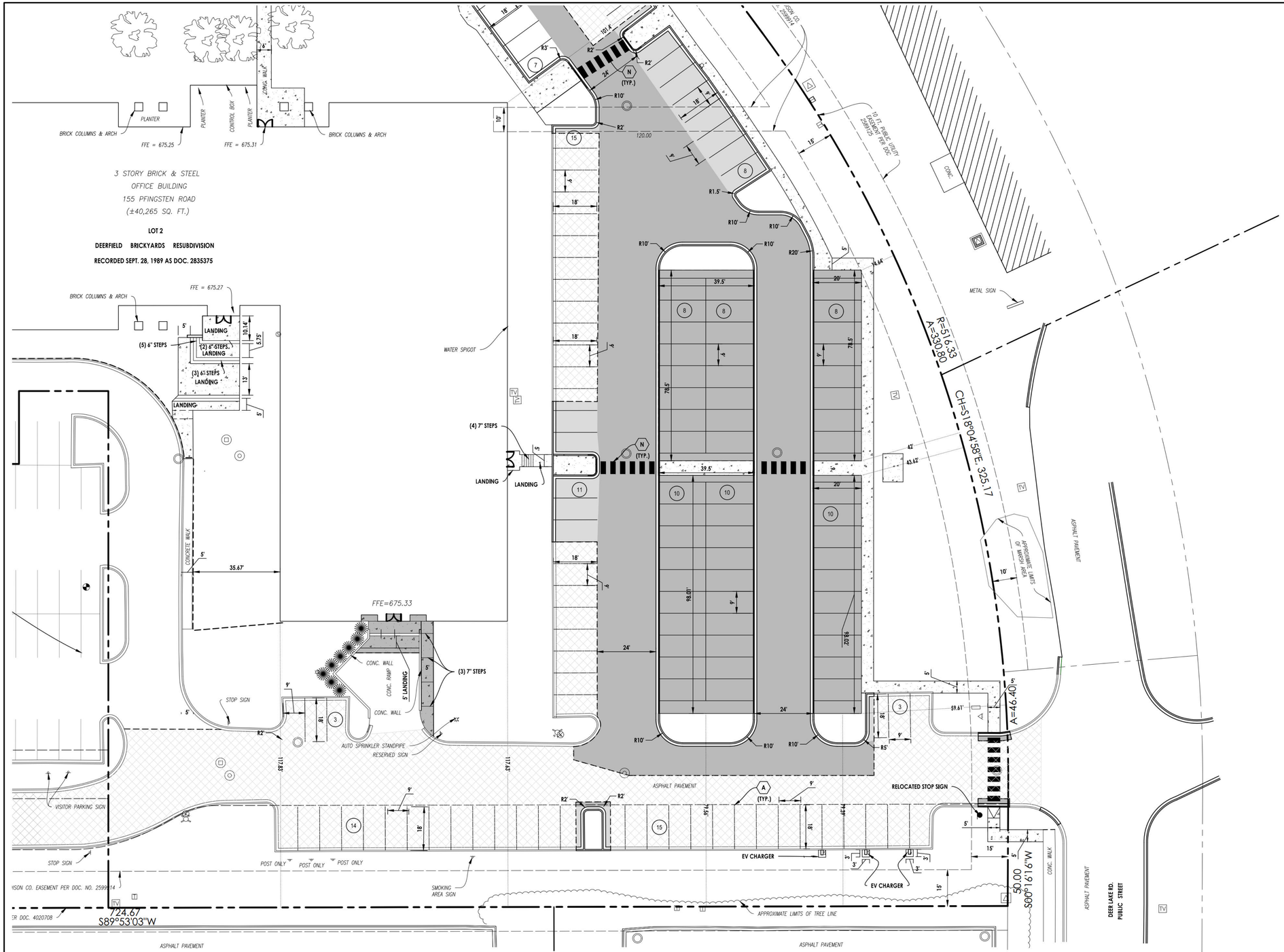

SHEET NAME: SITE PLAN SW

PROJECT NAME: BRICKYARDS LOFTS
155 N. PFINGSTEN RD. DEERFIELD, IL

PROJECT No. 24.012254.5354

SHEET No. C2.2
OF 14 SHEETS


User: lucas.keller File: \\Vaultlink\com1\CIVIL01-Proj\12254.5354 BAUM Brickyards\03 DESIGN DRAWINGS\02 SHEET SET\NO DAYCARE\C2.0 SITE PLAN.dwg Time: May 29, 2026 - 1:30pm




## NOTES:

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  - 8" CRUSHED GRANULAR SUBBASE, CA-6 COMPACTED GEOTECH APPROVED SUBGRADE
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## (X) PARKING SUMMARY

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GRAPHIC SCALE
20 0 10 20 40
( IN FEET )
1 inch = 20 ft.

| NO. | DATE | DESCRIPTION |
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| 1 | 10/31/25 | ISSUED FOR PERMIT |
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rtm engineering consultants
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Suite 150
Schaumburg, IL 60173
Telephone: (847) 756 - 4280
www.rtmec.com
IL Design Firm: 184005777-0002


SHEET NAME: SITE PLAN SE

PROJECT NAME: BRICKYARDS LOFTS
DEERFIELD, IL
155 N. PFINGSTEN RD.

PROJECT No. 24.012254.5354

SHEET No. C2.3
OF 14 SHEETS


User: lucas.keller File: \\Arcidfirk\corel1\CIV\01-Proj\12254.5354 BAUM Brickyards\03 DESIGN DRAWINGS\02 SHEET SET\NO DAYCARE\C2.0 SITE PLAN.dwg Time: May 29, 2026 - 1:30pm

**EXHIBIT D**

**FLOOR PLANS**

Lot 1 - Building Level 1 Floor Plan

BAUM REVISION
real estate development

BRICKYARDS
LOFTS

15 June 2026
24013
AJM

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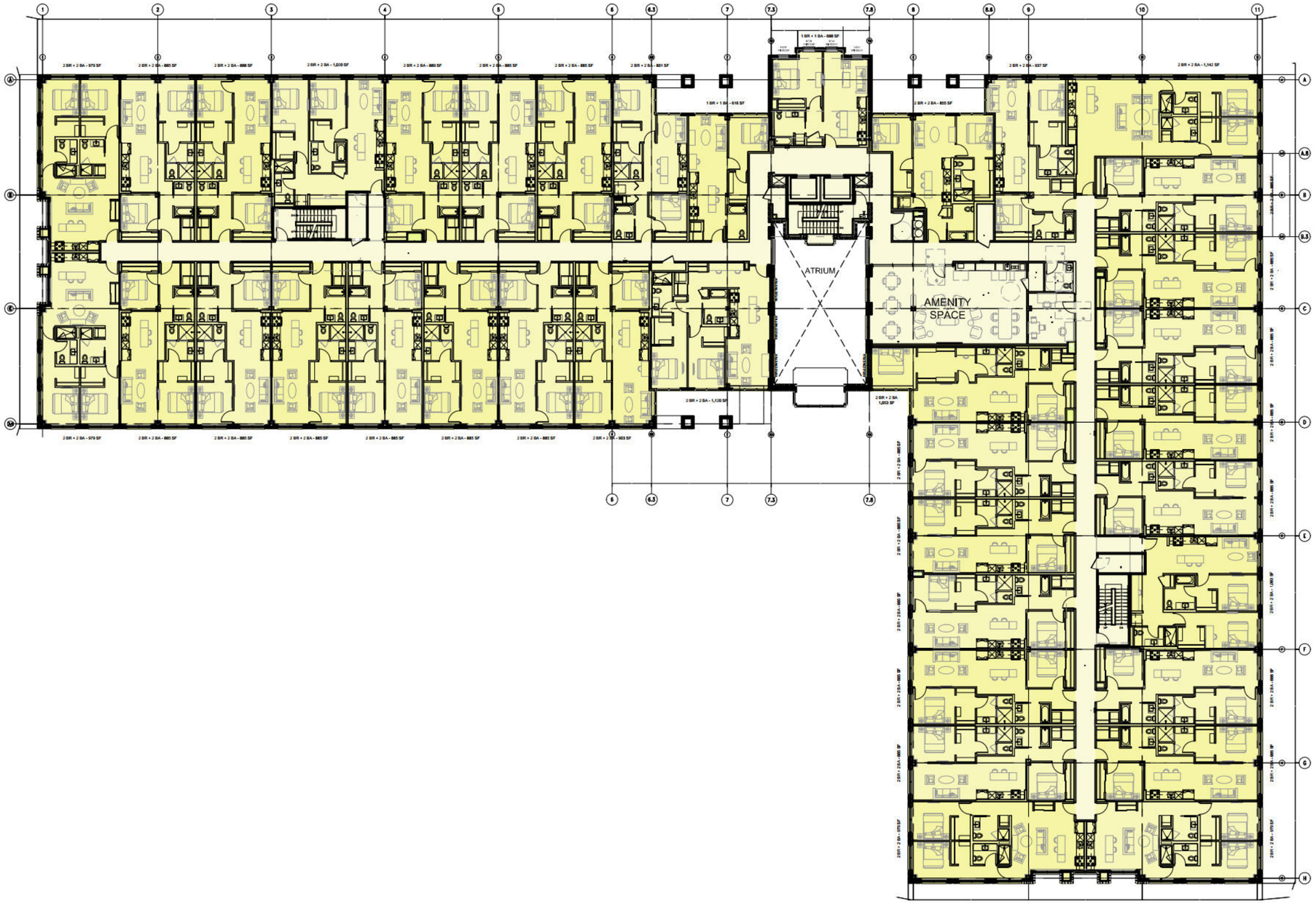
Hirsch|MPG
ARCHITECTURE + PLANNING

1.1




Lot 1 - Building Typical Floor Plan

BAUM REVISION
real estate development

BRICKYARDS
LOFTS

15 June 2026
24013
AJM

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Hirsch|MPG
ARCHITECTURE + PLANNING

N

1.2

2 BR + 2 BA - 979 SF

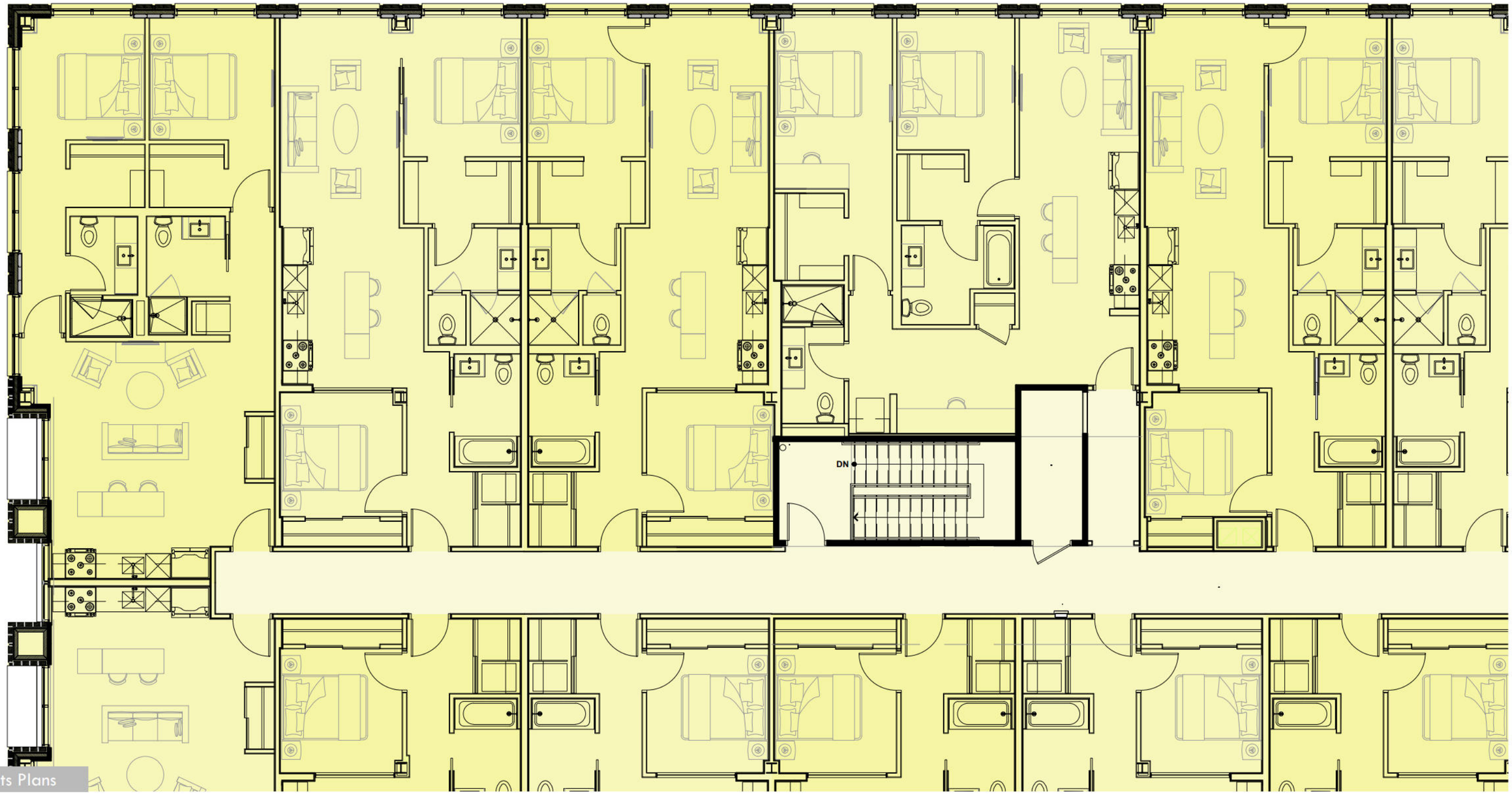
2 BR + 2 BA - 885 SF

2 BR + 2 BA - 888 SF

2 BR + 2 BA - 1,020 SF

2 BR + 2 BA - 889 SF

2 BR + 2 B




Enlarged Units Plans

BAUM REVISION
real estate development

BRICKYARDS
LOFTS

15 June 2026
24013
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1.2e

Lot 1 - Building Level 3 Floor Plan

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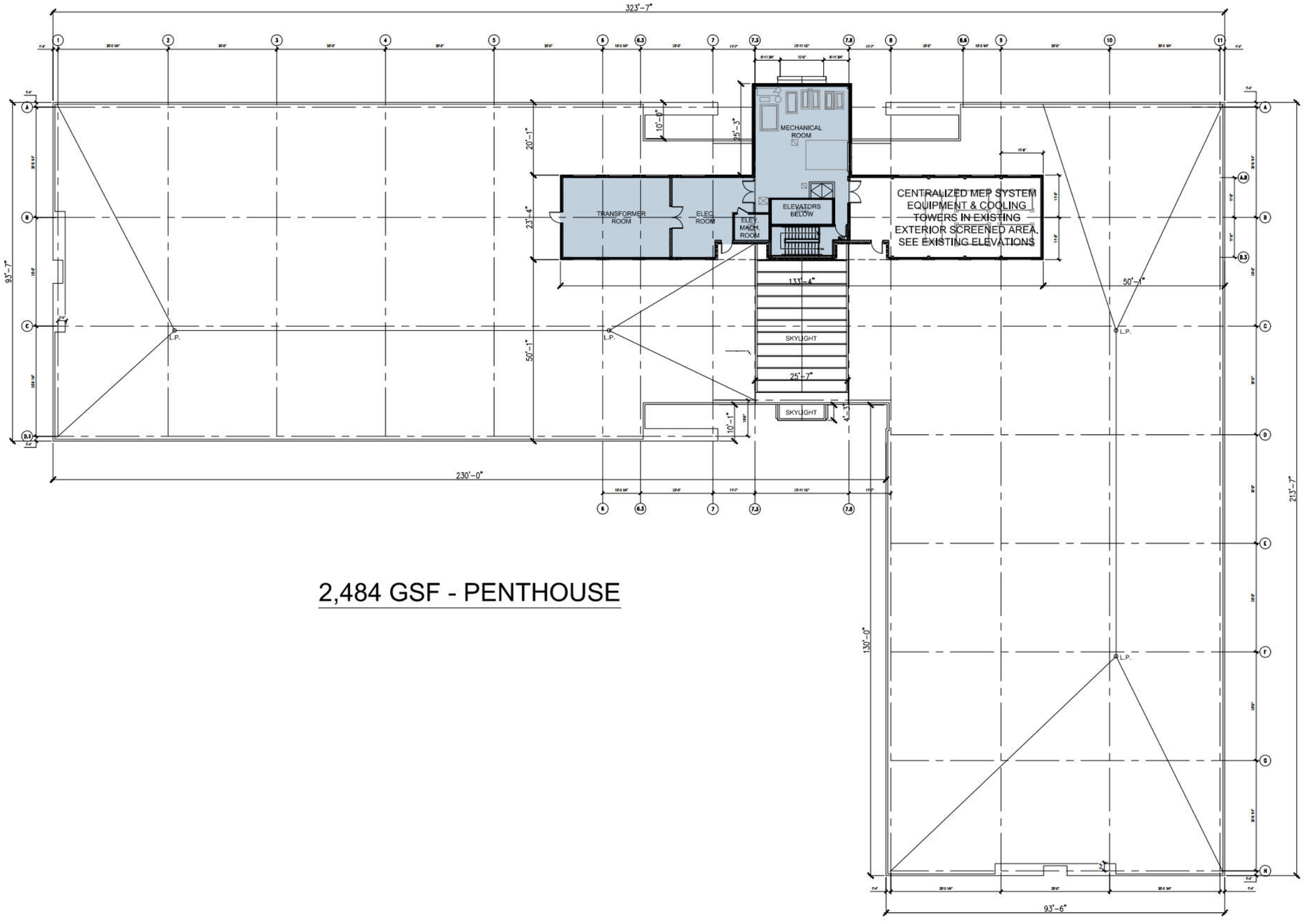
N

**EXHIBIT E**

**ROOF PLANS**




## 2,484 GSF - PENTHOUSE

Lot 1 - Building Level 4/Roof Plan

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LOFTS

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24013
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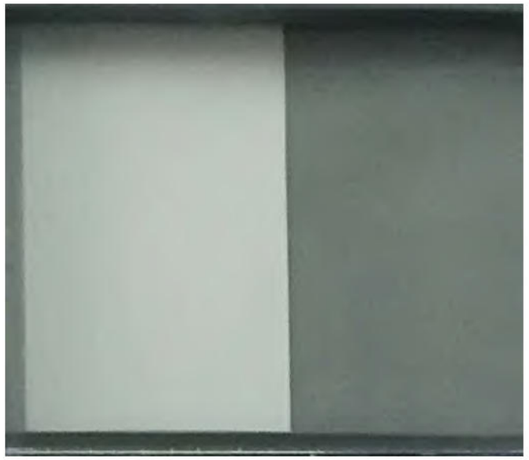
N

1.4

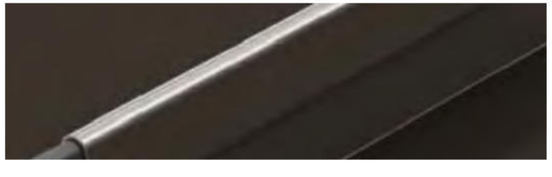
**EXHIBIT F**

**MATERIALS LIST**



## EXISTING BUILDING:
CLEAR INSULATED LOW-E GLASS

## DAYCARE:
CORONADO - EASTERN MOUNTAIN LEGDE HURON

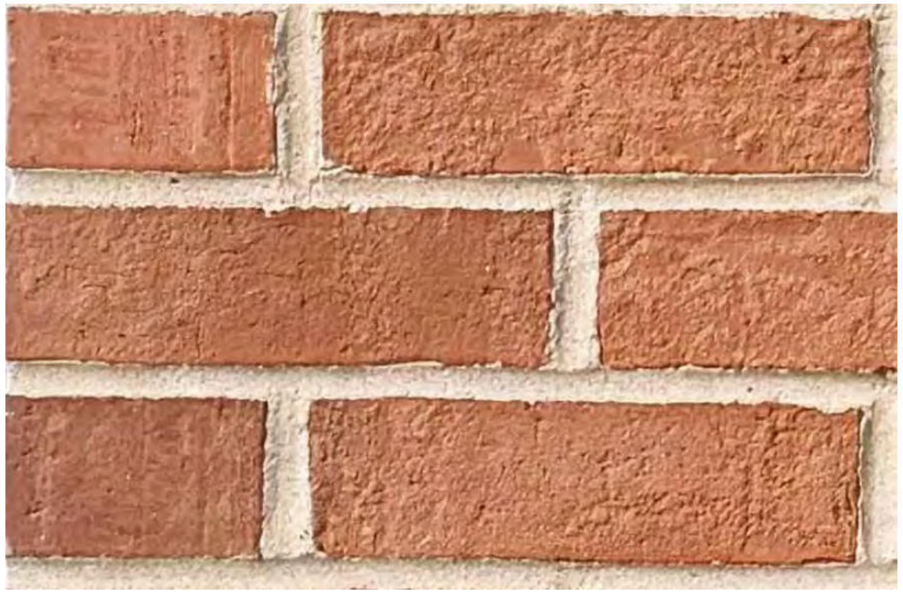


## DAYCARE:
CEE-LOCK ROOF SYSTEM - DARK BRONZE

## GARAGES:
HARDIE PANEL - NIGHT GREY

## DAYCARE:
HARDIE PANEL - ARCTIC WHITE

## DAYCARE:
HARDIE PANEL - AGED PEWTER



## EXISTING BUILDING & GARAGES:
NEW BRICK TO MATCH EXISTING BRICK

## EXISTING BUILDING & GARAGES:
PRECAST

BAUM REVISION
real estate development

BRICKYARDS
LOFTS

15 June 2026
24013
SCALE: 1/2"-1'-0"

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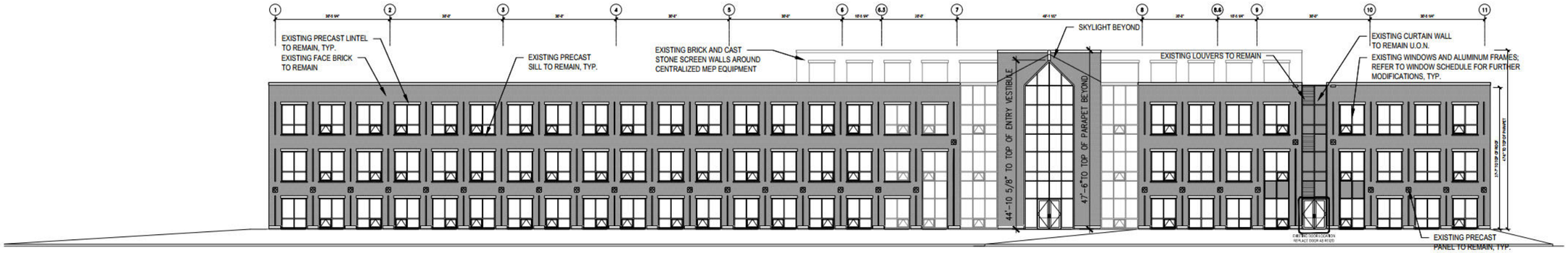
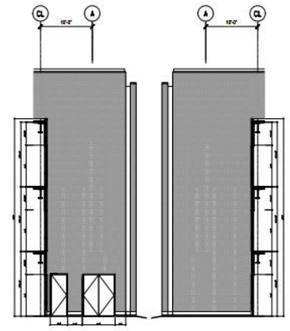
Hirsch|MPG
ARCHITECTURE + PLANNING

**EXHIBIT G**

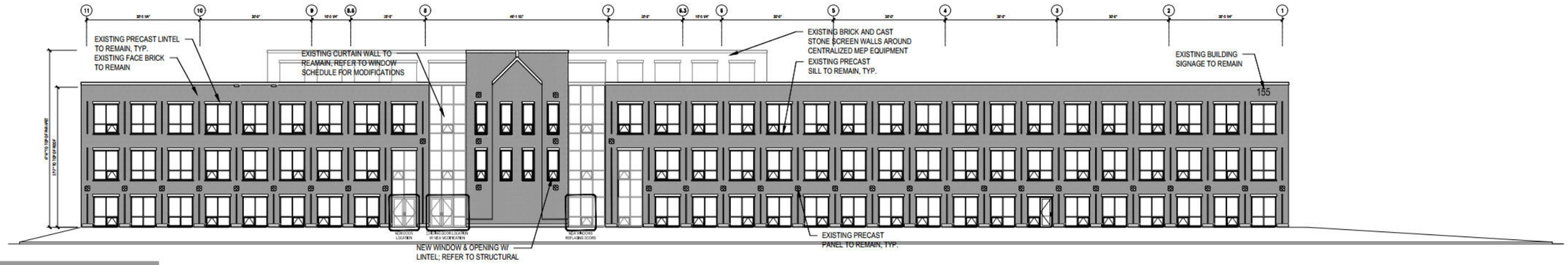
**ELEVATIONS**



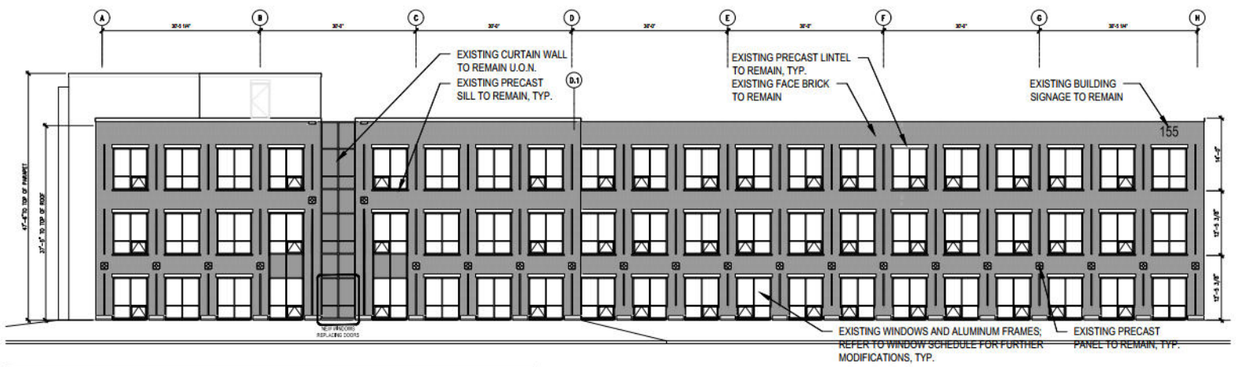

SOUTH ELEVATION - EXISTING BUILDING



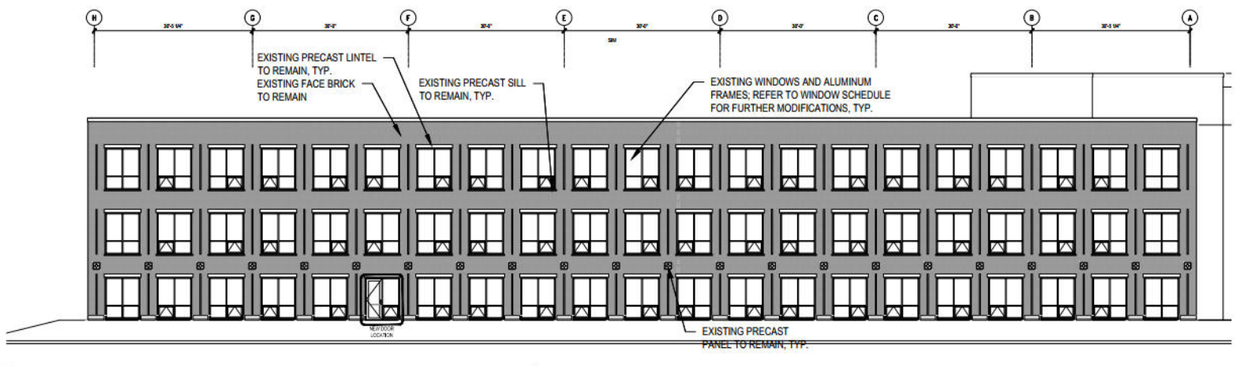
PARTIAL ELEVATIONS




NORTH ELEVATION - EXISTING BUILDING




WEST ELEVATION - EXISTING BUILDING




EAST ELEVATION - EXISTING BUILDING

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24013
AJM

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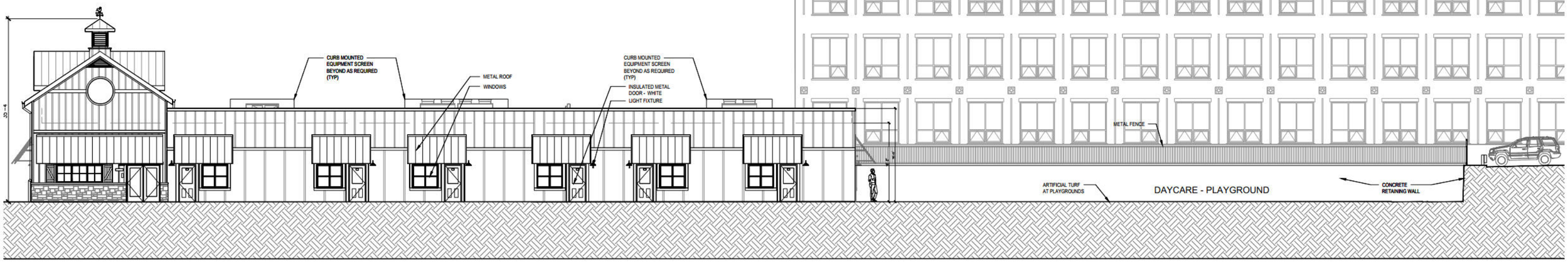
**EXHIBIT G.1**

**ELEVATIONS - PRIMROSE**

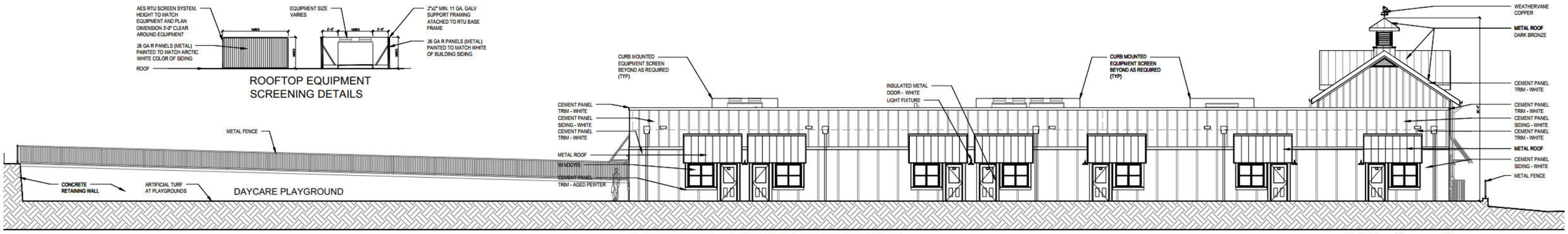



DAYCARE - SOUTH ELEVATION

0 3' 5' 10' 20'

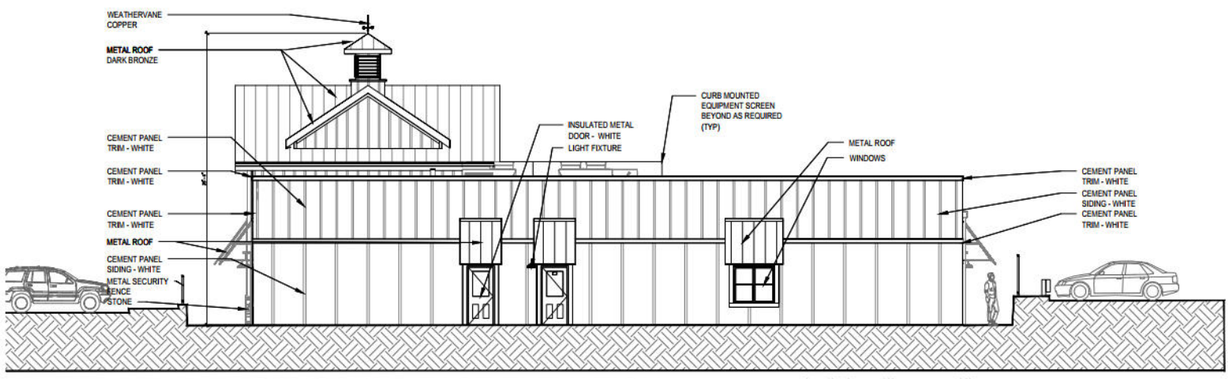



ROOFTOP EQUIPMENT SCREENING DETAILS



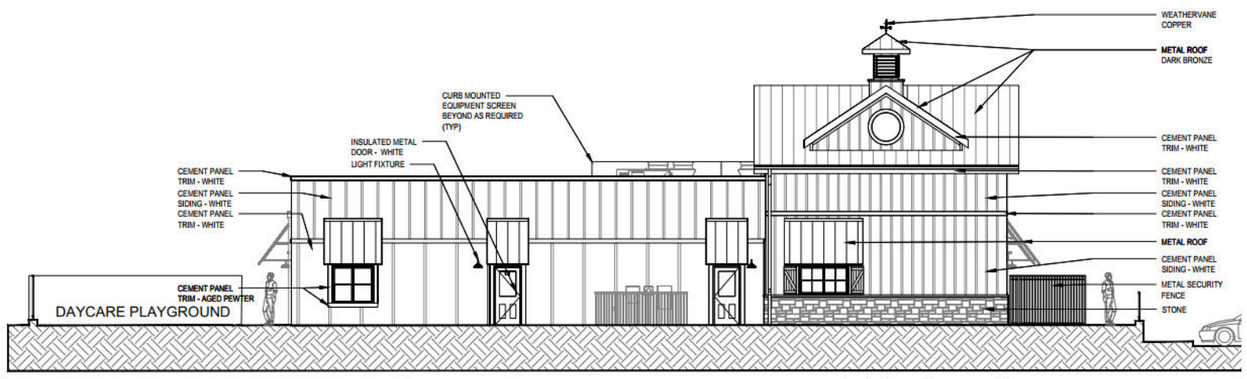

DAYCARE - NORTH ELEVATION

0 3' 5' 10' 20'




DAYCARE - EAST ELEVATION

0 3' 5' 10' 20'




DAYCARE - WEST ELEVATION

0 3' 5' 10' 20'

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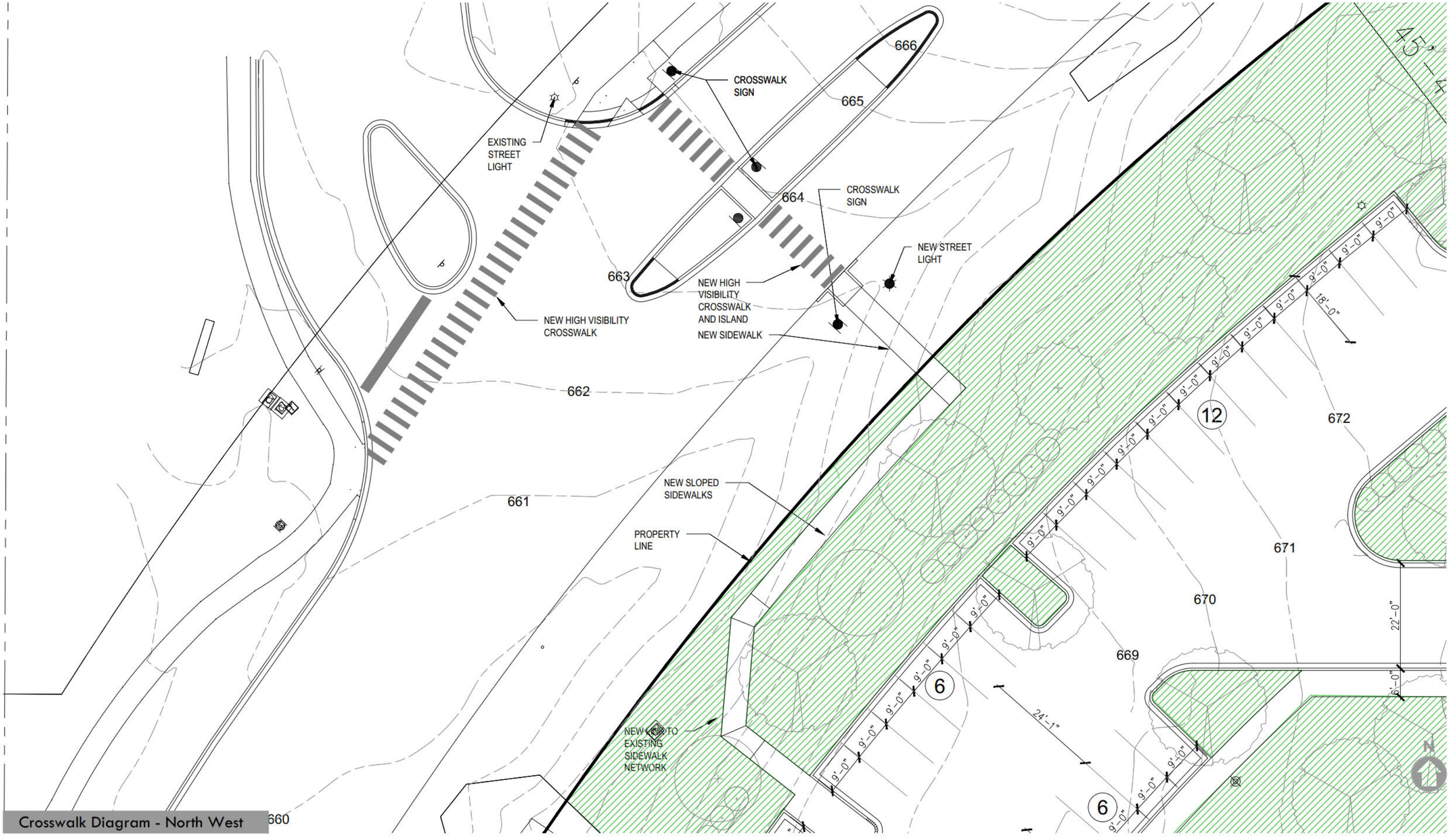
**EXHIBIT H**

**CROSSWALK DIAGRAM**




Crosswalk Diagram - North West

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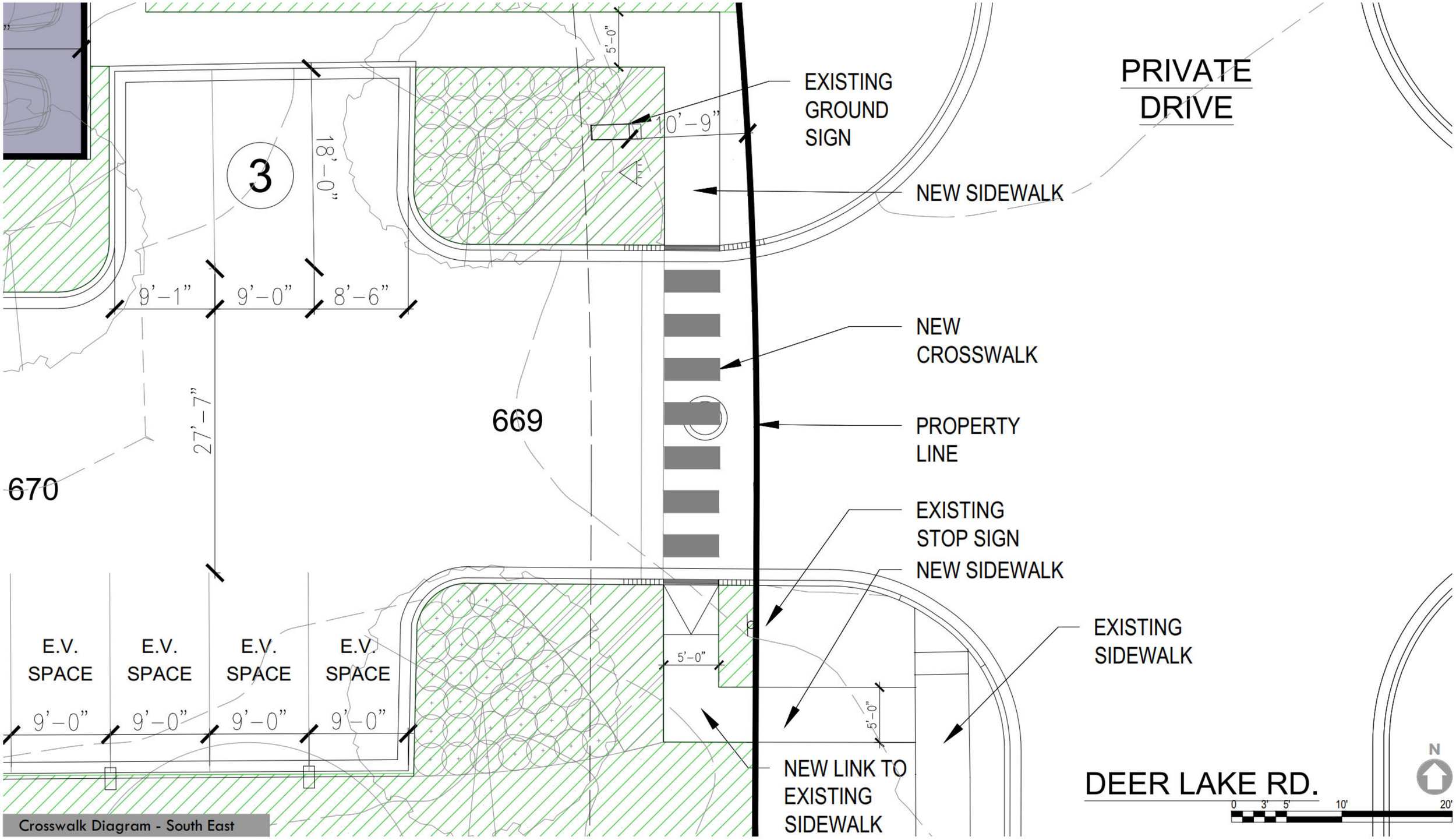
S.c2




Crosswalk Diagram - South East

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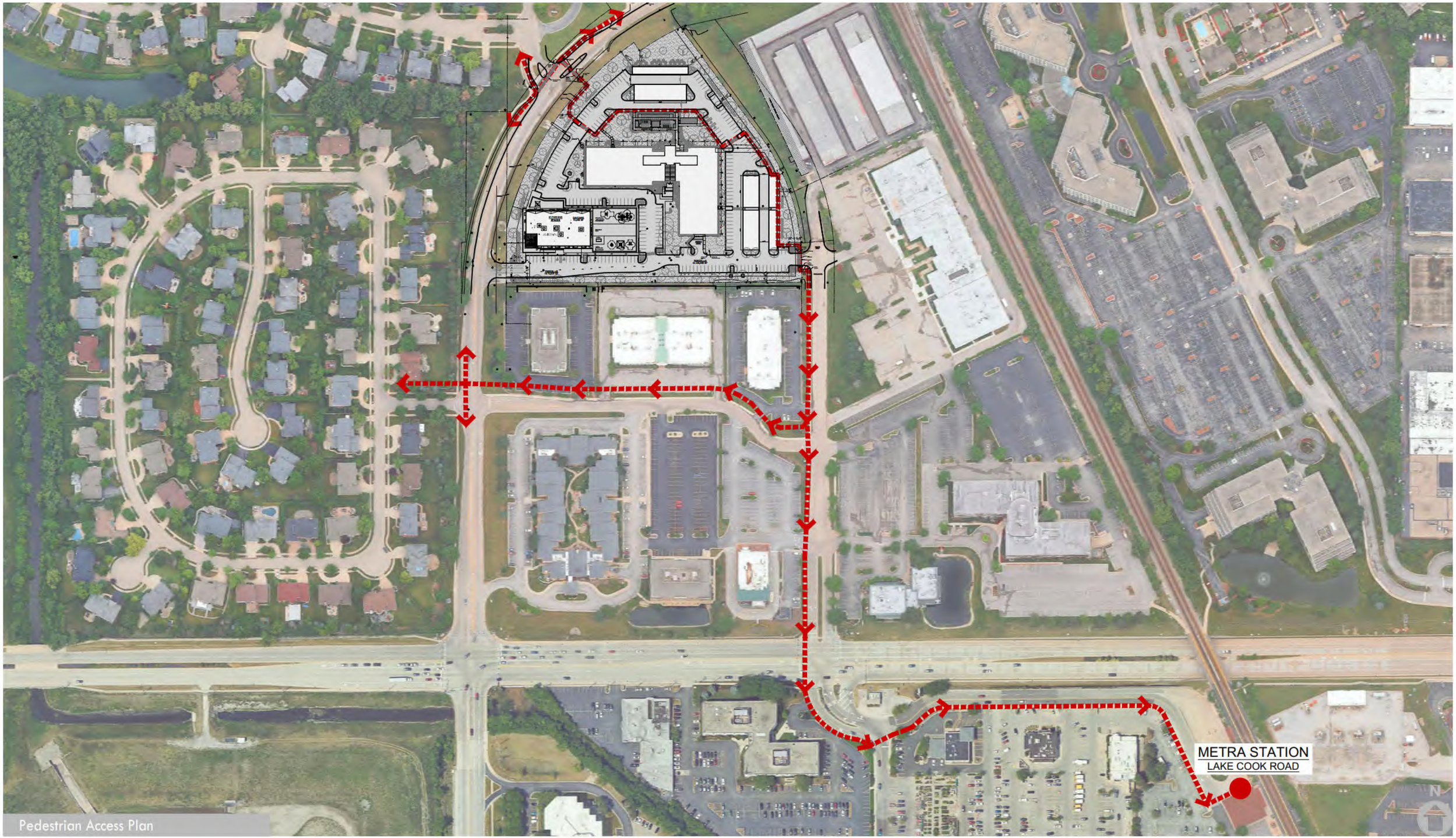
**EXHIBIT I**

**PEDESTRIAN ACCESS PLAN**




Pedestrian Access Plan

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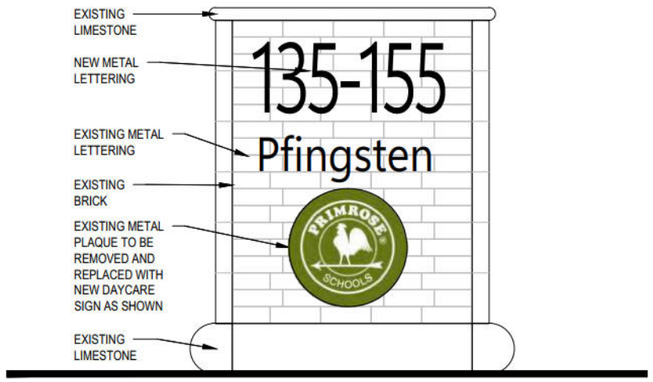
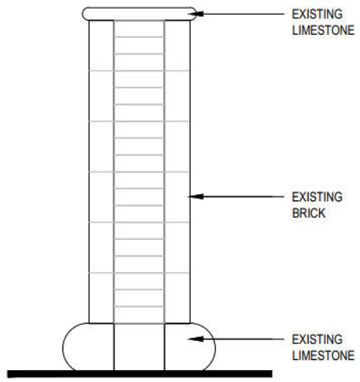
**EXHIBIT J**

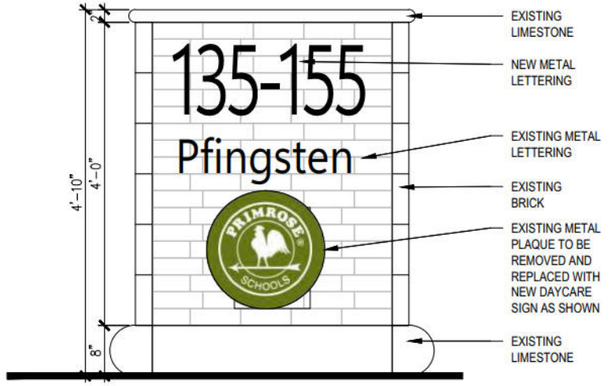
**SITE SIGNAGE DRAWING**



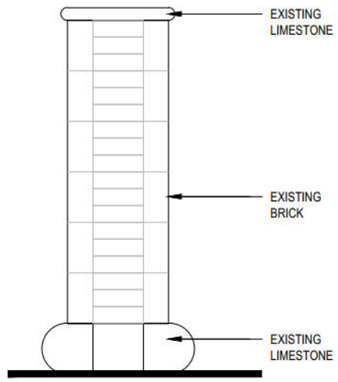

SITE ENTRY SIGN - BACK ELEVATION




SIDE ELEVATION

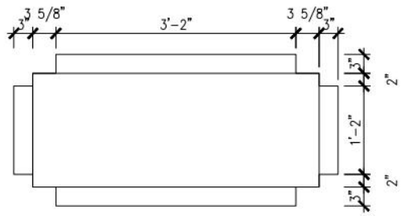



SITE ENTRY SIGN - FRONT ELEVATION




SIDE ELEVATION

EXISTING ENTRY SIGNS TO REMAIN WITH METAL PLAQUE REPLACED WITH NEW DAYCARE SIGN




SITE ENTRY SIGN - PLAN

SITE SIGNAGE DRAWING W / DAYCARE

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SCALE: 1/2"-1'-0"

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**EXHIBIT K**

**BUILDING SIGNAGE PLAN**

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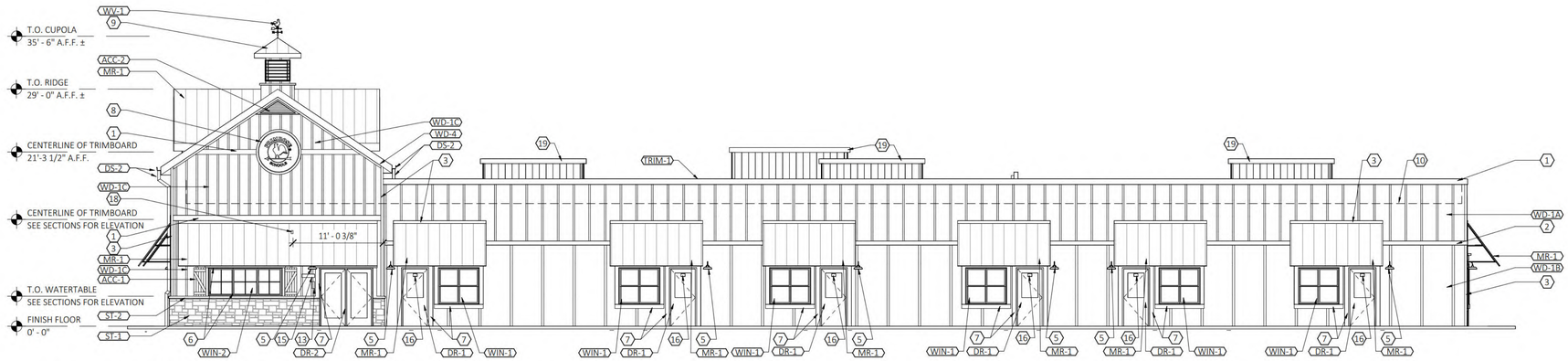
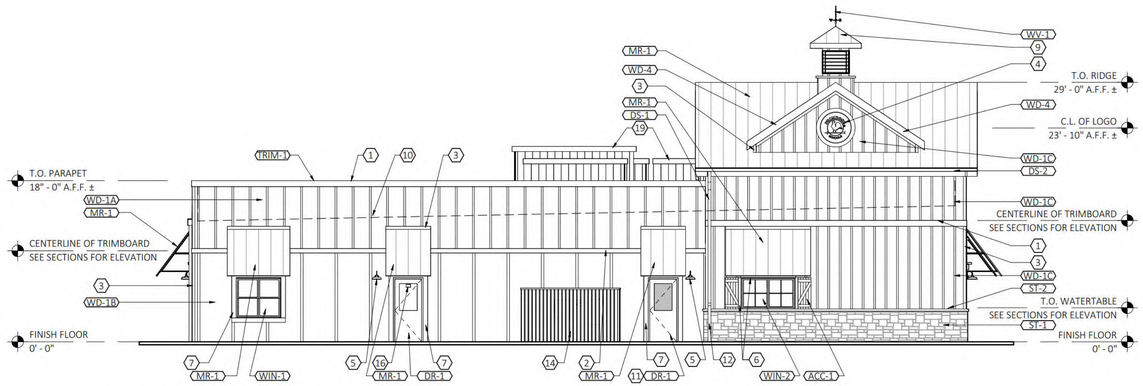



1 A4.1

## FRONT (SOUTH) ELEVATION

SCALE: 1/8" = 1'-0"




2 A4.1

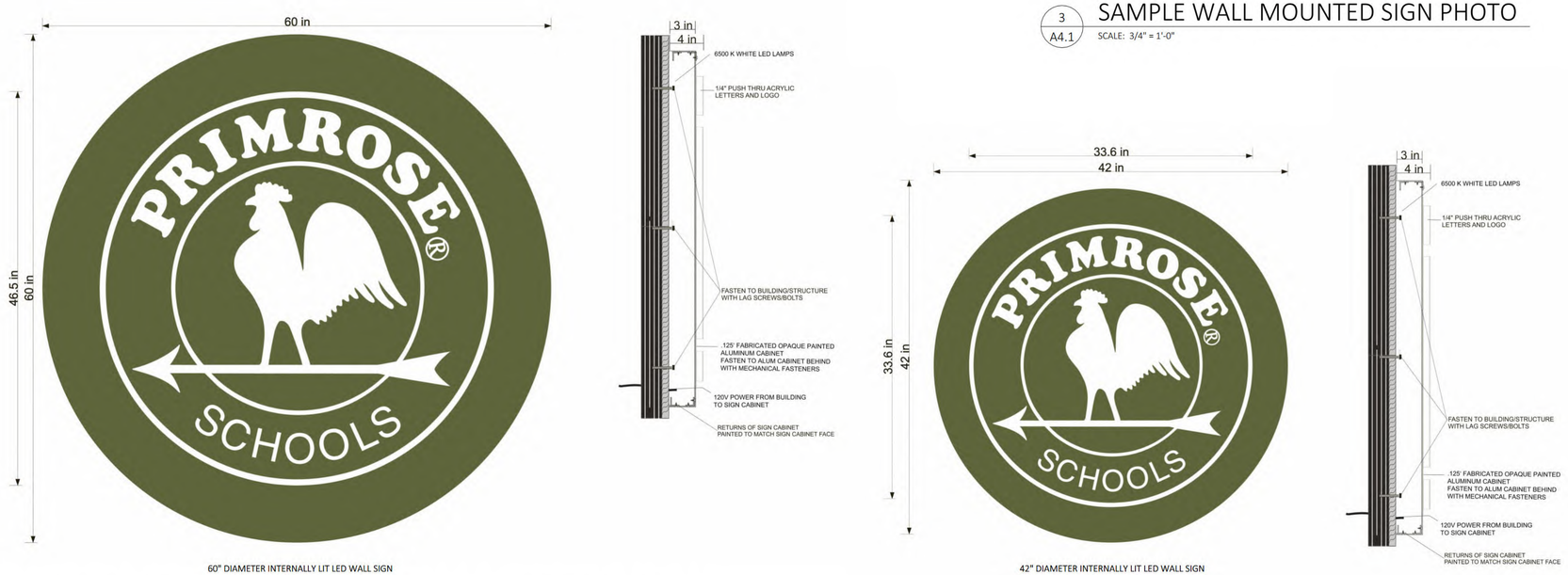
## RIGHT SIDE (WEST) ELEVATION

SCALE: 1/8" = 1'-0"

3 A4.1

## SAMPLE WALL MOUNTED SIGN PHOTO

SCALE: 3/4" = 1'-0"




60" DIAMETER INTERNALLY LIT LED WALL SIGN

42" DIAMETER INTERNALLY LIT LED WALL SIGN

4 A4.1

## EXTERIOR WALL SIGN DIMENSIONS AND MOUNTING DETAILS

SCALE: 1 1/2" = 1'-0"

## ELEVATION KEYED NOTES

1. 5/4 x 8 TRIMBOARD, WD - 2
2. 5/4 x 6 TRIMBOARD, WD - 2
3. 5/4 x 4 TRIMBOARD, WD - 2
4. 42" ROUND LED LIGHTED SIGN (INTERNALLY LIT). SEE 6/A2.4 FOR MOUNTING DETAIL.
5. LIGHTING, REFER TO ELECTRICAL DRAWINGS.
6. TRIMBOARD AT OFFICE & CONF ROOM WINDOWS: HORIZ TO BE 5/4 x 6, VERT TO BE 5/4 x 4, BOTH WD-3
7. TRIMBOARD AT ALL EXTERIOR DOORS AND CLASSROOM WINDOWSA TO BE 5/4 x 6, WD - 3
8. 60" ROUND LED LIGHTED SIGN ()INTERNALLY LIT). SEE 6/A2.4 FOR MOUNTING DETAIL
9. CUPOLA WITH WEATHERVANE. PAINT ALL SURFACES TO MATCH "WD-1", ROOF TO BE MR - 1 REFER TO 1A/A6.3 FOR CONSTRUCTION.
10. ROOF LINE BEHIND PARAPET WALL.
11. GLAZING TO RECIEVE WINDOW FILM, TINT - 1. SEE FINISH SCHEDULE SHEET A2.2
12. DOWNSPOUTS TIED INTO UNDERGROUND STORM SEWER BELOW GRADE.
13. KNOX BOX OR APPROVED EQUAL. COORDINATE LOCATION WITH LOCAL FIRE OFFICIAL
14. 6' - 0" HIGH SOLID VINYL FENCE WITH (2) 3' - 0"W GATES. COLOR TO MATCH "WD-1"
15. BEIGE ALUMINUM PLAQUE W/6" REFLECTIVE BLACK VINYL NUMBERS. PROVIDED BY 1 HOUR SIGN. COORDINATE LOCATION WITH LOCAL FIRE OFFICIAL.
16. 4" REFLECTIVE NUMBERS SEE SIGNAGE PACKAGE
17. ATTIC ACCESS DOOR CENTERED ON GABLE WALL BEYOND. REFER TO DETAIL 2/A6.2 FOR ADDITIONAL INFORMATION.
18. ELECTRICAL OUTLET (UNDER AWNING). REFER TO ELECTRICAL DRAWINGS.
19. ROOFTOP UNIT SCREEN BY CAPTIVE AIRE, COLOR TO MATCH SW 7063 "NEBULOUS WHITE"

## EXTERIOR FINISH LEGEND

| MARK | DESCRIPTION | SPECIFICATION |
|---|---|---|
| ACC-1 | SHUTTERS | EKENA MILLWORK: TWO BATTEN W/Z-BAR BOARD & BATTEN COMPOSITE SHUTTERS. 3' - 6"T x 1' - 6"W. SHUTTERS TO BE ORDERED PRIMED, PAINT TO MATCH WD-3 |
| ACC-2 | LOUVERS | EKENA MILLWORK: 65"W X 21 3/4"H X 1 1/4"P, PITCH 8:12 TRIANGLE GABLE VENT, NON-FUNCTIONAL. ITEM NO. GVTR65X21D (COLOR TO MATCH SHERWIN WILLIAMS SW 7063 "NEBULOUS WHITE") |
| DR - 1 | HALF LITE DOORS | EXTERIOR INSULATED METAL HALF LITE DOOR; COLOR (INTERIOR & EXTERIOR): WHITE. SEE DOOR SCHEDULE FOR ADDITIONAL INFORMATION. |
| DR - 2 | FULL LITE DOOR | EXTERIOR INSULATED METAL FULL LITE DOOR : COLOR (INTERIOR & EXTERIOR): WHITE. SEE DOOR SCHEDULE FOR ADDITIONAL INFORMATION. |
| DS - 1 | SCUPPERS, DOWNSPOUTS | COLOR: TO MATCH SHERWIN WILLIAMS SW7063 "NEBULOUS WHITE": 8" GUTTERS AND 6" DOWN SPOUTS U.N.O. |
| DS - 2 | GUTTERS ALONG METAL ROOF | COLOR: TO MATCH "MR-1" |
| MR-1 | METAL ROOF | BERRIDGE CEE-LOCK SYSTEM. COLOR: DARK BRONZE. |
| ST-1 | STONE WAINSCOT | CORONADO: EASTERN MOUNTAIN LEDGE, HURON |
| ST-2 | STONE CAP @ WAINSCOT | CORONADO: CHISELED STONE SILL. COLOR: LIGHT GREY. |
| TRIM | MISC METAL TRIM & FLASHING | ANY MISC METAL FLASHING AND TRIM NOT NOTED AS TRIM-1 OR TRIM-2 SHOULD MATCH COLOR OF ADJACENT SURFACE. CONTACT ARCHITECT FOR DIRECTION AS REQ'D. |
| TRIM-1 | MTL TRIM @ PARAPET CAP | COLOR: TO MATCH "WD-1" |
| TRIM-2 | MTL TRIM @ METAL ROOF | COLOR: TO MATCH "MR-1" |
| WD-1A | BOARD & BATTEN SIDING (ABOVE 10' - 0") | HARDIE PANEL (4' X 10') & HARDIE TRIM BATTEN BOARDS (2 1/2" WIDE @ 2' - 0" O.C.) FINISH: SMOOTH COLOR: SHERWIN WILLIAMS SW7063 "NEBULOUS WHITE" (PRIMED AND FIELD PAINTED) |
| WD-1B | BOARD & BATTEN SIDING (BELOW 10' -0") | HARDIE PANEL (4' X 10') & HARDIE TRIM BATTEN BOARDS (3 1//2" WIDE @ 4' - 0" O.C.) FINISH: SMOOTH COLOR: SHERWIN WILLIAMS SW7063 "NEBULOUS WHITE" (PRIMED AND FIELD PAINTED) |
| WD-1C | BOARD & BATTEN SIDING (@ ENTER TOWER) | HARDIE PANEL (4' X 10') & HARDIE TRIM BATTEN BOARDS (2 1/2" WIDE @ 16" O.C.) FINISH: SMOOTH COLOR: SHERWIN WILLIAMS SW7063 "NEBULOUS WHITE" (PRIMED AND FIELD PAINTED) |
| WD-2 | TRIM (FASCIA, FRIEZE, RUNNING TRIM, SOFFIT) | HARDIE TRIM BOARDS, 5/4 NT3 SMOOTH, VARIOUS WIDTHS AS REQUIRED (SEE ELEVATIONS). COLOR: SHERWIN WILLIAMS SW7063 "NEBULOUS WHITE" (PRIMED AND FIELD PAINTED) |
| WD-3 | TRIM (DOOR AND WINDOW TRIM) | HARDIE TRIM BOARDS, 5/4 NT3 SMOOTH, VARIOUS WIDTHS AS REQUIRED (SEE ELEVATIONS) COLOR: SHERWIN WILLIAMS SW7047 "PORPOISE" (PRIMED AND FIELD PAINTED) |
| WD-4 | TRIM (FASCIA TRIM @ METAL ROOF) | HARDIE TRIM BOARDS, 5/4 NT3 SMOOTH, SEE WALL SECTIONS FOR SIZE. COLOR: PAINT TO MATCH MR-1 |
| WIN - 1 | VINYL WINDOWS | PLY GEM 1100 SINGLE HUNG WINDOW. COLOR: WHITE. SEE WINDOW SCHEDULE. |
| WIN - 2 | VINYL WINDOWS (@ OFFICE) | PLY GEM 1100 PICTURE WINDOW. COLOR: WHITE. SEE WINDOW SCHEDULE |
| WV-1 | WEATHER VANE | LARGE COPPER ROOSTER WEATHERVANE. SEE 1A/A6.3 FOR ADDITIONAL INFORMATION. |

CASCO
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PRIMROSE SCHOOLS

DEERFIELD, IL

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CONSTR. DOC. & REVISIONS

09/03/25

NOT FOR CONSTRUCTION

| | |
|---|---|
| Drawn/Checked | ADJ/AKB |
| Project Number | 2504804 |
| Bid Date | --/--/-- |
| Permit Date | --/--/-- |
| For Construction | --/--/-- |

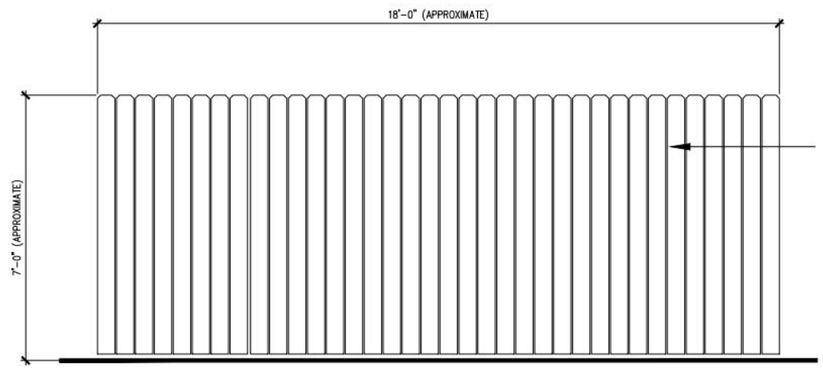
BUILDING SIGNAGE EXHIBIT

A4.1

9/3/2025 10:21:49 AM

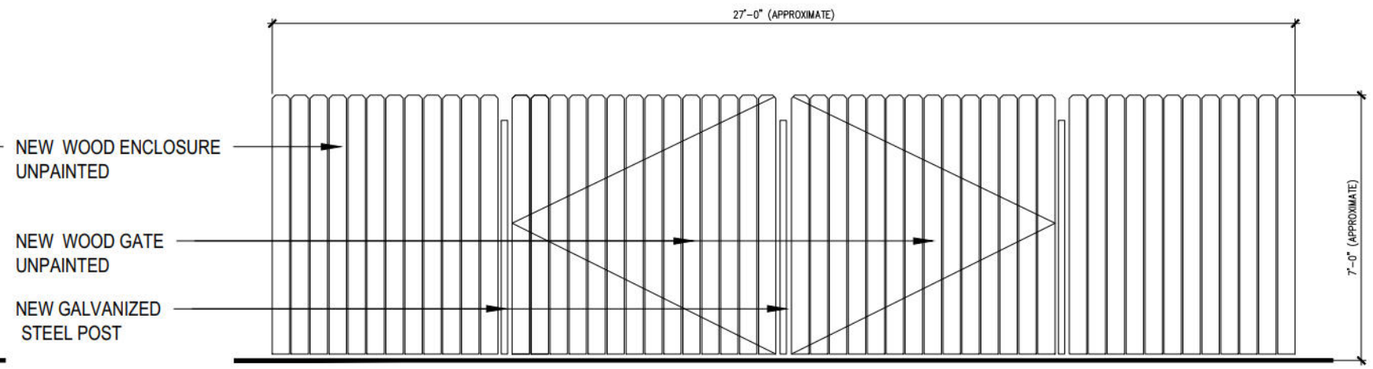
**EXHIBIT L**

**TRASH ENCLOSURE DRAWING**



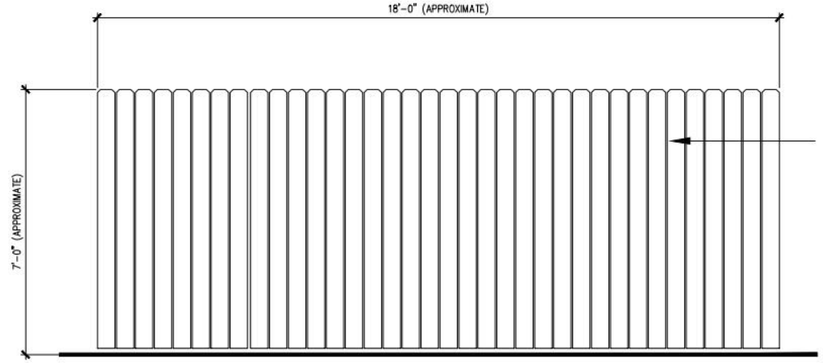

TRASH ENCLOSURE - EAST ELEVATION

0 1' 2' 3' 4' 5' 10'



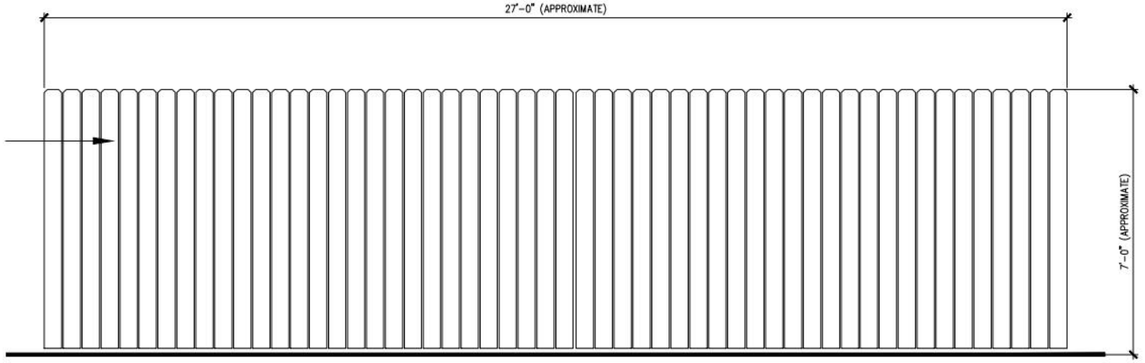

TRASH ENCLOSURE - NORTH ELEVATION

0 1' 2' 3' 4' 5' 10'




TRASH ENCLOSURE - WEST ELEVATION

0 1' 2' 3' 4' 5' 10'




TRASH ENCLOSURE - SOUTH ELEVATION

0 1' 2' 3' 4' 5' 10'

TRASH ENCLOSURE DRAWING

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real estate development

BRICKYARDS
LOFTS

15 June 2026
24013
SCALE: 1/4"-1'-0"

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**EXHIBIT M**

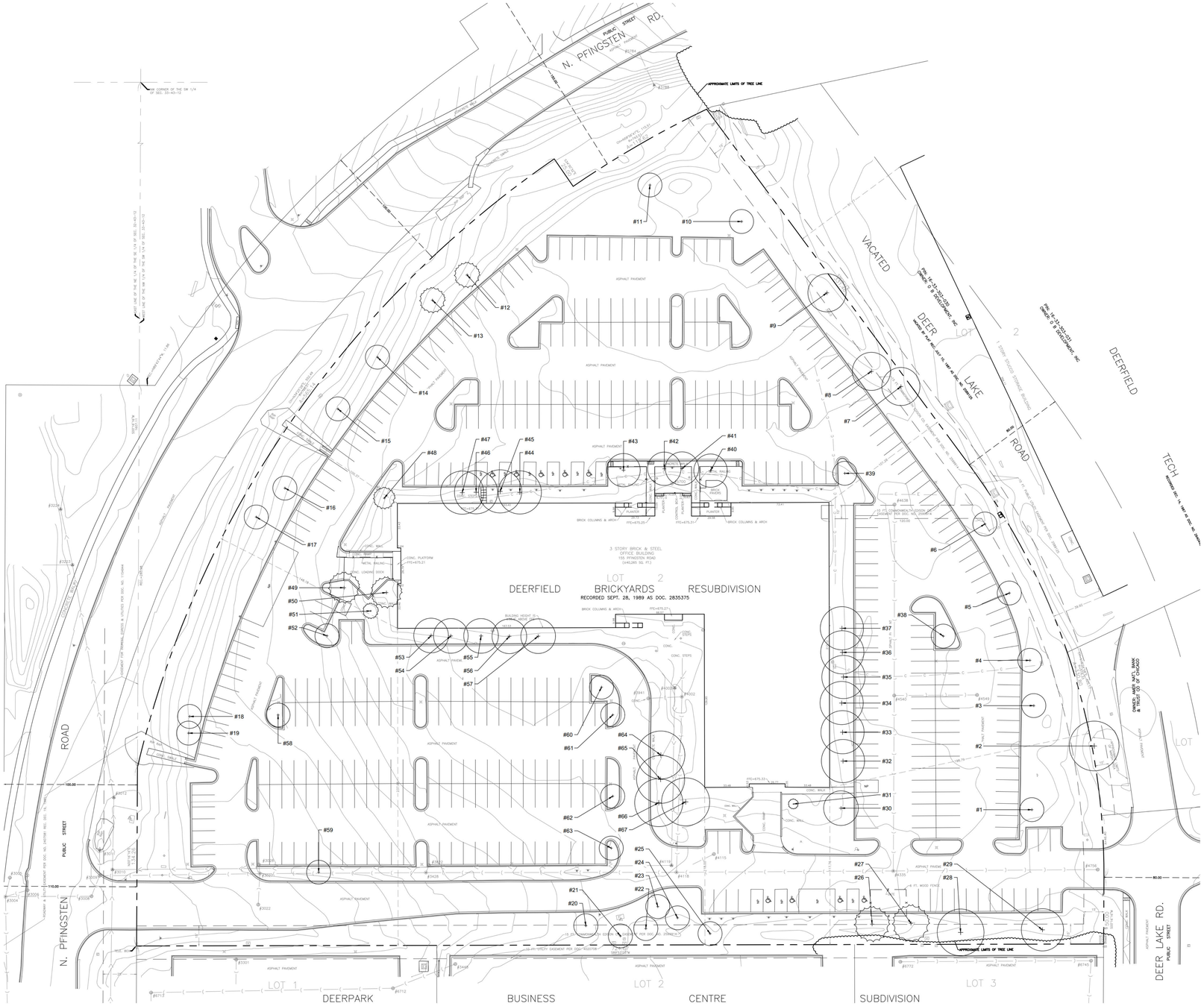
**TREE SURVEY AND MITIGATION PLAN**

## TREE SURVEY

| TREE NO. | COMMON NAME | SCIENTIFIC NAME | SIZE | CONDITION |
|---|---|---|---|---|
| | | | | |
| 1 | SCOTCH PINE | PINUS SYLVESTRIS | 14" | 1 |
| 2 | MAPLE | ACER | 17" | 6 |
| 3 | PEAR | PYRUS | 7" | 1 |
| 4 | PEAR | PYRUS | 7" | 1 |
| 5 | PEAR | PYRUS | 7" | 1 |
| 6 | PEAR | PYRUS | 7" | 1 |
| 7 | NORWAY MAPLE | ACER PLATANOIDES | 14" | 1 |
| 8 | NORWAY MAPLE | ACER PLATANOIDES | 14" | 4 |
| 9 | NORWAY MAPLE | ACER PLATANOIDES | 18" | 1 |
| 10 | ELM | ULMUS | 8" | 1 |
| 11 | ELM | ULMUS | 10" | 1 |
| 12 | BLUE SPRUCE | PICEA PUNGENS | 16" | 3 |
| 13 | BLUE SPRUCE | PICEA PUNGENS | 14" | 3 |
| 14 | ELM | ULMUS | 12" | 1 |
| 15 | ELM | ULMUS | 5" | 3 |
| 16 | CRABAPPLE | MALUS | 20' HT | 5 |
| 17 | NORWAY MAPLE | ACER PLATANOIDES | 12" | 2 |
| 18 | PEAR | PYRUS | 6" | 1 |
| 19 | PEAR | PYRUS | 5" | 5 |
| 20 | NORWAY MAPLE | ACER PLATANOIDES | 10" | 2 |
| 21 | COCKSPUR HAWTHORN | CRATAEGUS CRUS-GALLI | 20' HT | 1 |
| 22 | COCKSPUR HAWTHORN | CRATAEGUS CRUS-GALLI | 20' HT | 2 |
| 23 | COCKSPUR HAWTHORN | CRATAEGUS CRUS-GALLI | 20' HT | 2 |
| 24 | COCKSPUR HAWTHORN | CRATAEGUS CRUS-GALLI | 20' HT | 2 |
| 25 | COCKSPUR HAWTHORN | CRATAEGUS CRUS-GALLI | 20' HT | 1 |
| 26 | SCOTCH PINE | PINUS SYLVESTRIS | 18" | 2 |
| 27 | SCOTCH PINE | PINUS SYLVESTRIS | 18" | 1 |
| 28 | NORWAY MAPLE | ACER PLATANOIDES | 12" | 2 |
| 29 | NORWAY MAPLE | ACER PLATANOIDES | 14" | 1 |
| 30 | RED MAPLE | ACER RUBRUM | 12" | 2 |
| 31 | FIR | ABIES | 10' HT | 5 |
| 32 | PEAR | PYRUS | 14" | 5 |
| 33 | PEAR | PYRUS | 14" | 4 |
| 34 | PEAR | PYRUS | 16" | 4 |
| 35 | PEAR | PYRUS | 17" | 3 |
| 36 | PEAR | PYRUS | 12" | 4 |
| 37 | PEAR | PYRUS | 17" | 4 |
| 38 | RED MAPLE | ACER RUBRUM | 6" | 3 |
| 39 | RED MAPLE | ACER RUBRUM | 10" | 1 |
| 40 | HONEYLOCUST | GLEDITSIA TRIACANTHOS | 16" | 1 |
| 41 | HONEYLOCUST | GLEDITSIA TRIACANTHOS | 14" | 2 |
| 42 | HONEYLOCUST | GLEDITSIA TRIACANTHOS | 14" | 2 |
| 43 | HONEYLOCUST | GLEDITSIA TRIACANTHOS | 16" | 1 |
| 44 | PEAR | PYRUS | 20" | 4 |
| 45 | PEAR | PYRUS | 16" | 4 |
| 46 | PEAR | PYRUS | 16" | 4 |
| 47 | PEAR | PYRUS | 16" | 4 |
| 48 | BLUE SPRUCE | PICEA PUNGENS | 12' HT | 1 |
| 49 | SCOTCH PINE | PINUS SYLVESTRIS | 20" | 2 |
| 50 | SCOTCH PINE | PINUS SYLVESTRIS | 24" | 2 |
| 51 | BLUE SPRUCE | PICEA PUNGENS | 10' HT | 2 |
| 52 | RED MAPLE | ACER RUBRUM | 7" | 3 |
| 53 | PEAR | PYRUS | 16" | 3 |
| 54 | PEAR | PYRUS | 15" | 3 |
| 55 | PEAR | PYRUS | 16" | 4 |
| 56 | PEAR | PYRUS | 14" | 5 |
| 57 | PEAR | PYRUS | 17" | 3 |
| 58 | PEAR | PYRUS | 5" | 1 |
| 59 | NORWAY MAPLE | ACER PLATANOIDES | 10" | 2 |
| 60 | HONEYLOCUST | GLEDITSIA TRIACANTHOS | 8" | 1 |
| 61 | HONEYLOCUST | GLEDITSIA TRIACANTHOS | 8" | 1 |
| 62 | HONEYLOCUST | GLEDITSIA TRIACANTHOS | 6" | 1 |
| 63 | HONEYLOCUST | GLEDITSIA TRIACANTHOS | 6" | 1 |
| 64 | HONEYLOCUST | GLEDITSIA TRIACANTHOS | 16" | 1 |
| 65 | HONEYLOCUST | GLEDITSIA TRIACANTHOS | 16" | 1 |
| 66 | HONEYLOCUST | GLEDITSIA TRIACANTHOS | 16" | 1 |
| 67 | HONEYLOCUST | GLEDITSIA TRIACANTHOS | 16" | 1 |

## CONDITION

| | |
|---|---|
| 1 | EXCELLENT |
| 2 | GOOD TO FAIR |
| 3 | FAIR |
| 4 | FAIR TO POOR |
| 5 | POOR |
| 6 | DEAD |




1 TREE SURVEY
SCALE: 1" = 30'

0 5 10 15 30 60


Hirsch|MPG
ARCHITECTURE + PLANNING
225 W Hubbard Street, 5th Floor
Chicago, Illinois 60654-4916
T 312.836.0011 W www.hirschmpg.com
F 312.836.0599 E info@hirschmpg.com

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**ARCHITECT**
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RTM ENGINEERING CONSULTANTS
1933 NORTH MEACHAM ROAD, SUITE 700
SCHAUMBURG, IL, 60173

**LANDSCAPE ARCHITECT**
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**STRUCTURAL ENGINEER**
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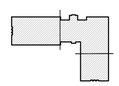
**MEPF ENGINEER**
THE ENGINEERING STUDIO, INC.
701 LEE ST., SUITE 510
DESPLAINES, IL 60016


**KEY PLAN**



| NO. | DATE | DESCRIPTION |
|---|---|---|
| 2 | 06/15/2026 | VILLAGE RESUBMITTAL |
| 1 | 10/31/2025 | ISSUED FOR PERMIT |

**CERTIFICATION:**

I HAVE PREPARED, OR CAUSED TO BE PREPARED UNDER MY DIRECT SUPERVISION, THE ATTACHED PLANS AND SPECIFICATIONS AND STATE THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF AND TO THE EXTENT OF MY CONTRACTUAL OBLIGATION, THEY ARE IN COMPLIANCE WITH GOVERNING CODES AND ORDINANCES.

SIGNATURE:

**LICENSE NO:** 001-012462
**EXPIRATION DATE:** 11.30.2026
SEAL:

**PROJECT NO.:** 24013

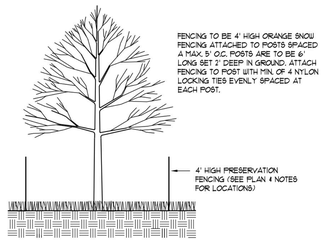
SHEET TITLE:
**TREE SURVEY**

PROJECT TITLE:
**BRICKYARDS LOFTS**

PROJECT LOCATION:
155 NORTH PFINGSTEN ROAD,
DEERFIELD, ILLINOIS 60015

DRAWING NO.
**LT1.0**

Z:_2024\24-147_155 N Pfingsten Brickyards - Deerfield\2026-06-09 Resubmittal\LT Tree Survey.dwg




2 TREE PRESERVATION DETAIL
NOT TO SCALE

## TREE MITIGATION

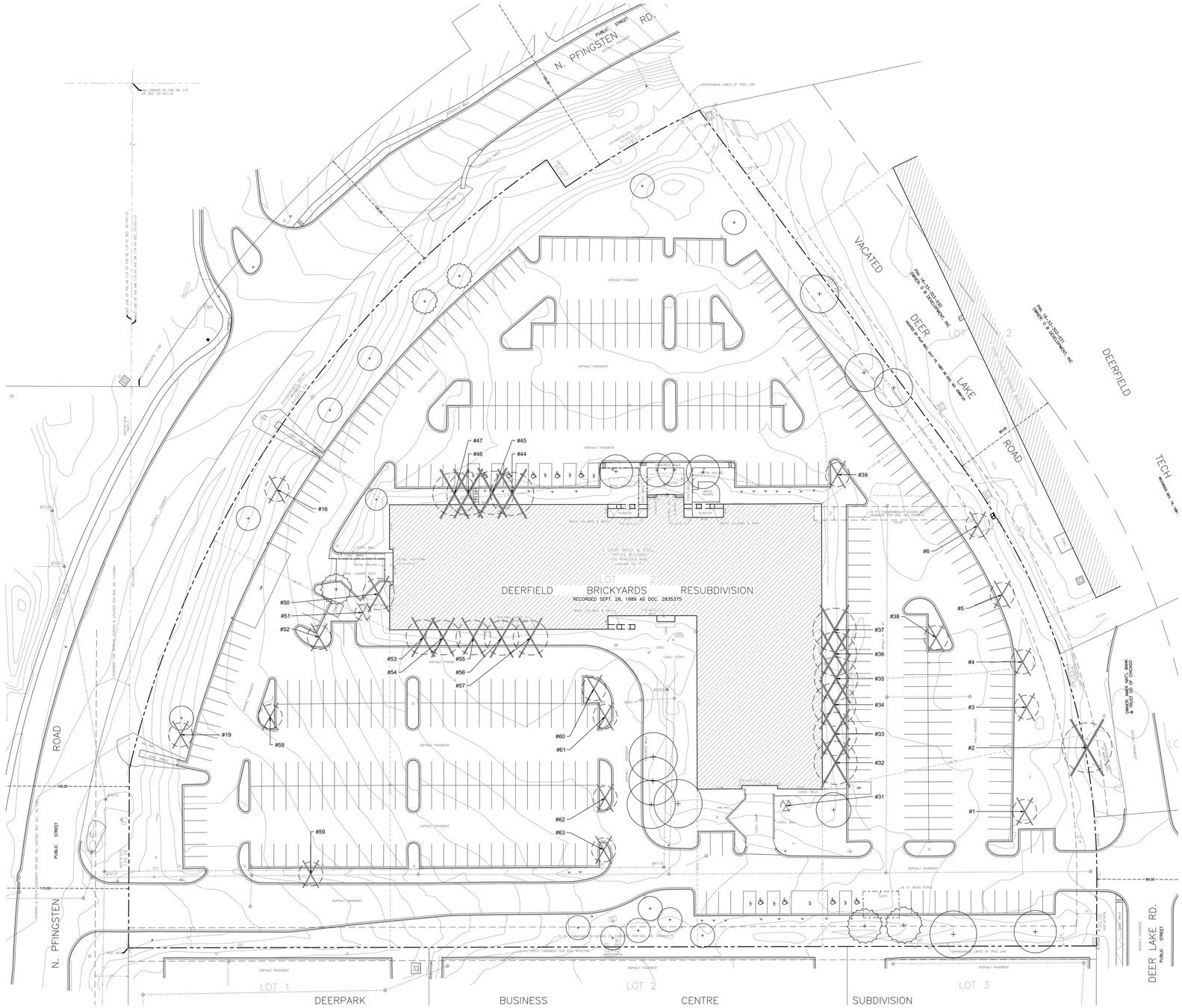
| TREE NO. TO BE REMOVED | COMMON NAME | SCIENTIFIC NAME | SIZE | SPECIES GROUP | RATE | MITIGATION INCHES | CONDITION | MITIGATION FACTOR | MITIGATION REQUIRED |
|---|---|---|---|---|---|---|---|---|---|
| 1 | SCOTCH PINE | PINUS SYLVESTRIS | 14" | C | 0.3 | 4" | 2 | 1.0 | 4" |
| 2 | MAPLE | ACER | 17" | A | 1.0 | 17" | 6 | 0.0 | 0" |
| 3 | PEAR | PYRUS | 7" | NO MITIGATION IF LESS THAN 8" CALIPER | | | | | 0" (<8") |
| 4 | PEAR | PYRUS | 7" | NO MITIGATION IF LESS THAN 8" CALIPER | | | | | 0" (<8") |
| 5 | PEAR | PYRUS | 7" | NO MITIGATION IF LESS THAN 8" CALIPER | | | | | 0" (<8") |
| 6 | PEAR | PYRUS | 7" | NO MITIGATION IF LESS THAN 8" CALIPER | | | | | 0" (<8") |
| 16 | CRABAPPLE | MALUS | 14" | A | 1.0 | 14" | 5 | 0.0 | 0" |
| 19 | PEAR | PYRUS | 5" | NO MITIGATION IF LESS THAN 8" CALIPER | | | | | 0" (<8") |
| 31 | FIR | ABIES | 1.5" | NO MITIGATION IF LESS THAN 8" CALIPER | | | | | 0" (<8") |
| 32 | PEAR | PYRUS | 14" | A | 1.0 | 14" | 5 | 0.0 | 0" |
| 33 | PEAR | PYRUS | 14" | A | 1.0 | 14" | 4 | 0.0 | 0" |
| 34 | PEAR | PYRUS | 16" | A | 1.0 | 16" | 4 | 0.0 | 0" |
| 35 | PEAR | PYRUS | 17" | A | 1.0 | 17" | 3 | 0.5 | 8.5" |
| 36 | PEAR | PYRUS | 12" | A | 1.0 | 12" | 4 | 0.0 | 0" |
| 37 | PEAR | PYRUS | 17" | A | 1.0 | 17" | 4 | 0.0 | 0" |
| 38 | RED MAPLE | ACER RUBRUM | 6" | NO MITIGATION IF LESS THAN 8" CALIPER | | | | | 0" (<8") |
| 39 | RED MAPLE | ACER RUBRUM | 10" | A | 1.0 | 10" | 1 | 1.0 | 10" |
| 44 | PEAR | PYRUS | 20" | A | 1.0 | 20" | 4 | 0.0 | 0" |
| 45 | PEAR | PYRUS | 16" | A | 1.0 | 16" | 4 | 0.0 | 0" |
| 46 | PEAR | PYRUS | 16" | A | 1.0 | 16" | 4 | 0.0 | 0" |
| 47 | PEAR | PYRUS | 16" | A | 1.0 | 16" | 4 | 0.0 | 0" |
| 50 | SCOTCH PINE | PINUS SYLVESTRIS | 24" | C | 0.3 | 7" | 2 | 1.0 | 7" |
| 51 | BLUE SPRUCE | PICEA PUNGENS | 6" | NO MITIGATION IF LESS THAN 8" CALIPER | | | | | 0" (<8") |
| 52 | RED MAPLE | ACER RUBRUM | 7" | NO MITIGATION IF LESS THAN 8" CALIPER | | | | | 0" (<8") |
| 53 | PEAR | PYRUS | 16" | A | 1.0 | 16" | 3 | 0.5 | 8" |
| 54 | PEAR | PYRUS | 15" | A | 1.0 | 15" | 3 | 0.5 | 7.5" |
| 55 | PEAR | PYRUS | 16" | A | 1.0 | 16" | 4 | 0.0 | 0" |
| 56 | PEAR | PYRUS | 14" | A | 1.0 | 14" | 5 | 0.0 | 0" |
| 57 | PEAR | PYRUS | 17" | A | 1.0 | 17" | 3 | 0.5 | 8.5" |
| 58 | PEAR | PYRUS | 5" | NO MITIGATION IF LESS THAN 8" CALIPER | | | | | 0" (<8") |
| 59 | NORWAY MAPLE | ACER PLATANOIDES | 10" | B | 0.6 | 6" | 2 | 1.0 | 6" |
| 60 | HONEYLOCUST | GLEDITSIA TRIACANTHOS | 8" | A | 1.0 | 8" | 2 | 1.0 | 8" |
| 61 | HONEYLOCUST | GLEDITSIA TRIACANTHOS | 8" | A | 1.0 | 8" | 2 | 1.0 | 8" |
| 62 | HONEYLOCUST | GLEDITSIA TRIACANTHOS | 6" | NO MITIGATION IF LESS THAN 8" CALIPER | | | | | 0" (<8") |
| 63 | HONEYLOCUST | GLEDITSIA TRIACANTHOS | 6" | NO MITIGATION IF LESS THAN 8" CALIPER | | | | | 0" (<8") |
| | | | | | | | TOTAL MITIGATION REQUIRED | | 75.5" |

## CALCULATIONS

TREE MITIGATION REQUIREMENTS
- 75.5 CALIPER INCHES REQUIRED FOR MITIGATION
  75.5 / 3"CAL = 26 TREES REQUIRED
  39 TREES PROVIDED
  +13 TREES

PARKING LOT TREE REQUIREMENTS
- PARKING SPACES: 213
  213 / 6 = 36 TREES REQUIRED
  31 TREES PROVIDED
  -5 TREES

OVERALL SITE: +8 TREES




1 TREE MITIGATION PLAN
SCALE: 1" = 30'

0 5 10 15 30 60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F 312.836.0599 E info@hirschmpg.com

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**ARCHITECT**
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**CIVIL ENGINEER**
RTM ENGINEERING CONSULTANTS
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**LANDSCAPE ARCHITECT**
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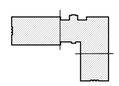
**MEPF ENGINEER**
THE ENGINEERING STUDIO, INC.
701 LEE ST., SUITE 510
DESPLAINES, IL 60016


**KEY PLAN**



| NO. | DATE | DESCRIPTION |
|---|---|---|
| 2 | 06/15/2026 | VILLAGE RESUBMITTAL |
| 1 | 10/31/2025 | ISSUED FOR PERMIT |

**CERTIFICATION:**

I HAVE PREPARED, OR CAUSED TO BE PREPARED UNDER MY DIRECT SUPERVISION, THE ATTACHED PLANS AND SPECIFICATIONS AND STATE THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF AND TO THE EXTENT OF MY CONTRACTUAL OBLIGATION, THEY ARE IN COMPLIANCE WITH GOVERNING CODES AND ORDINANCES.

SIGNATURE:

LICENSE NO: 001-012452
EXPIRATION DATE: 11.30.2026 SEAL:
PROJECT NO.: 24013
SHEET TITLE: **TREE REMOVALS & MITIGATION**
PROJECT TITLE: **BRICKYARDS LOFTS**
PROJECT LOCATION: 155 NORTH PFINGSTEN ROAD, DEERFIELD, ILLINOIS 60015
DRAWING NO. **LT2.0**

Z:_2024\24-147 - 155 N Pfingsten Brickyards - Deerfield\2026-06-09 Resubmittal\LT Tree Mitigation.dwg

**EXHIBIT N**

**OVERALL LANDSCAPE PLAN**

## GENERAL NOTES

1. ALL DIMENSIONS AND SITE CONDITIONS ARE TO BE VERIFIED IN THE FIELD BY THE CONTRACTOR. NOTIFY THE LANDSCAPE ARCHITECT OF ANY DISCREPANCIES PRIOR TO STARTING WORK. SITE PLAN, ARCHITECTURE PLAN AND SITE SURVEY WERE PROVIDED BY OTHERS.
2. THE CONTRACTOR SHALL HAVE A MINIMUM OF FIVE YEARS EXPERIENCE WITH PROJECTS OF SIMILAR SIZE AND TYPE. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS.
3. SPECIES AND SIZES OF PLANTS LISTED IN THE PLANT LIST ARE SUBJECT TO AVAILABILITY AT TIME OF INSTALLATION. IF SUBSTITUTIONS ARE REQUIRED, THE CONTRACTOR SHALL SUBMIT REQUESTS TO THE LANDSCAPE ARCHITECT FOR APPROVAL.
4. QUANTITIES SHOWN ON THE DRAWING AND IN THE PLANT LIST ARE PROVIDED ONLY FOR THE CONTRACTOR'S CONVENIENCE. THE CONTRACTOR SHALL VERIFY ALL PLANT QUANTITIES ON THE DRAWINGS AND NOTIFY THE LANDSCAPE ARCHITECT OF ANY DISCREPANCIES PRIOR TO INSTALLATION. THE CONTRACTOR IS RESPONSIBLE FOR INSTALLING ALL PLANTS PER THE PLANT SYMBOLS SHOWN ON THE DRAWINGS.
5. ALL OVERHEAD AND UNDERGROUND UTILITIES ARE TO BE LOCATED PRIOR TO DIGGING OR EXCAVATION. IF UTILITIES OR OTHER OBSTRUCTIONS ARE DISCOVERED TO CONFLICT WITH GRADING, PLANT OR MATERIALS PLACEMENT, NOTIFY THE LANDSCAPE ARCHITECT SO THAT ADJUSTMENTS MAY BE MADE PRIOR TO PROCEEDING.
6. CONTRACTOR SHALL TAKE ALL PRECAUTIONS TO PROTECT EXISTING PLANTS, LAWN AREA, FENCES, SITE FEATURES AND PAVING TO REMAIN. ANY DAMAGE TO THESE EXISTING AREAS OR FEATURES SHALL BE REPLACED BY THE CONTRACTOR AT THEIR EXPENSE. DAMAGED LAWN AREAS SHALL BE TILLED, RE-GRADED, TOPSOIL ADDED AS NEEDED AND BE RESTORED WITH SOD.
7. PROVIDE POSITIVE DRAINAGE AT ALL TIMES. DO NOT OBSTRUCT THE NATURAL OR ENGINEERED DRAINAGE FLOW PATTERN. NOTIFY THE LANDSCAPE ARCHITECT OF ANY DRAINAGE CONCERNS.
8. IF THERE ARE EXISTING ASH TREES ON THE PROJECT SITE, THE CONTRACTOR SHALL HAVE ALL ASH TREES INSPECTED FOR EMERALD ASH BORER INFESTATION BY A LICENSED ARBORIST OR FORESTER. ASH TREES TO BE DEMOLISHED SHALL ADHERE TO THE "ILLINOIS EMERALD ASH BORER COMPLIANCE AGREEMENT" BY THE ILLINOIS DEPARTMENT OF AGRICULTURE, AT WWW.ILLINOISEAB.COM. IT IS RECOMMENDED THAT ASH TREES TO BE DEMOLISHED, BE REMOVED BETWEEN SEPTEMBER 1ST AND APRIL 30TH, WHEN THERE ARE NO RESTRICTIONS. ASH TREES TO BE DEMOLISHED BETWEEN MAY 1ST AND AUGUST 31ST, MUST FOLLOW THE PROCEDURES OUTLINED IN THE "ILLINOIS EMERALD ASH BORER COMPLIANCE AGREEMENT".
9. IMPORTED TOPSOIL FOR THIS PROJECT SHALL BE FRIABLE LOAM OR SANDY LOAM, COMPRISED OF BETWEEN 20% AND 50% SILT, 10% AND 25% CLAY, AND 30% AND 60% SAND. THE pH LEVEL SHALL BE BETWEEN 6.0 AND 7.2 AND THE ORGANIC MATTER CONTENT SHALL BE BETWEEN 3% AND 6%. TOPSOIL SHALL BE FREE OF SEEDS, STONES, LARGE CLUMPS, ROOTS, LEAVES AND DEBRIS, AND SHALL NOT BE DELIVERED WHILE IN A FROZEN OR MUDDY CONDITION. CONTRACTOR SHALL PROVIDE A RECENT SOIL TEST ANALYSIS FOR ALL SOIL TO BE USED. THE ANALYSIS MUST INCLUDE THE INFORMATION REQUIRED ABOVE. IF TESTED TOPSOIL REQUIRES AMENDMENTS TO COMPLY WITH REQUIREMENTS, CONTRACTOR SHALL AMEND THE TOPSOIL, RE-TEST AND RESUBMIT THE ANALYSIS FOR APPROVAL PRIOR TO BRINGING THE TOPSOIL ON SITE.
10. EXISTING TOPSOIL FROM ON SITE THAT HAS BEEN STOCKPILED MAY BE USED IF IT MEETS THE REQUIREMENTS FOR IMPORTED TOPSOIL. THIS INCLUDES CONDUCTING SOIL TEST ANALYSIS' AND ADDING AMENDMENTS AS NEEDED SO THAT THE SOIL COMPLIES WITH THE REQUIREMENTS.
11. SOD SHALL BE A TALL FESCUE BLEND SOD, SUCH AS BLACK BEAUTY OR APPROVED EQUAL. BLUEGRASS BLEND SOD IS NOT ACCEPTABLE, UNLESS APPROVED BY THE LANDSCAPE ARCHITECT.
12. LAWN SEED SHALL BE A TALL FESCUE BLEND, SUCH AS GREENSKEEPER DROUGHT BEATER MIXTURE FROM NATIONAL SEED, OR APPROVED EQUAL. INSTALL SEED AT A RATE OF 10 POUNDS PER 1,000 SF. SEEDING SHALL BE INSTALLED BETWEEN MAY 1 AND JUNE 15, OR AUGUST 15 TO OCTOBER 15.
13. ALL PLANT MATERIAL MUST BE SPECIMEN QUALITY, TRUE TO SPECIES AND VARIETY, WITH FULL, DENSE AND HEALTHY FORMS. PLANTS THAT ARE NOT SPECIMEN QUALITY WILL NOT BE ACCEPTED. ALL PLANTS MUST HAVE BEEN LOCALLY GROWN AT A STATE INSPECTED AND CERTIFIED NURSERY, LOCATED WITHIN 50 MILES OF THE PROJECT SITE. PROVIDE STATE CERTIFICATION FOR EACH NURSERY USED.
14. ALL TREES ARE TO HAVE FRESHLY DUG, BALLED AND BURLAPPED ROOT BALLS WITH SIZES THAT MEET THE STANDARDS OF THE AMERICAN NURSERYMEN'S ASSOCIATION. DECIDUOUS AND EVERGREEN SHRUBS MAY EITHER HAVE FRESHLY DUG, BALLED AND BURLAPPED ROOT BALLS OR MAY BE CONTAINER GROWN. ALL PERENNIALS, ORNAMENTAL GRASSES AND GROUNDCOVERS MUST BE CONTAINER GROWN, CONTAINER GROWN MATERIALS SHALL HAVE BEEN GROWN IN THEIR CURRENT CONTAINER FOR A PERIOD OF NO LESS THAN SIX MONTHS.
15. ALL TREES SHALL BE INSPECTED BY THE LANDSCAPE ARCHITECT, AT THE NURSERY, PRIOR TO DIGGING. TREES THAT ARE ACCEPTABLE WILL BE SEALED. ALL SEALS APPLIED BY THE LANDSCAPE ARCHITECT MUST REMAIN ON THE TREES AND ARE NOT TO BE REMOVED BY THE CONTRACTOR. ALL TREES MUST HAVE SEALS IN PLACE AT TIME OF ACCEPTANCE OR WILL BE AUTOMATICALLY REJECTED. HEELED-IN TREES WILL NOT BE ACCEPTED WITHOUT PRIOR APPROVAL FROM THE LANDSCAPE ARCHITECT.
16. TREES SPECIES SUCH AS BETULA, CELTIS, CERCIS, CRATAEGUS, FAGUS, LIRIODENDRON, PLATANUS, POPULUS, PRUNUS, PYRUS, QUERCUS AND TAXODIUM ARE CONSIDERED 'SPRING DIG ONLY' TREES. THE CONTRACTOR MUST HAVE THESE TREES ORDERED, ACCEPTED AND DUG IN EARLY SPRING, FOR SUMMER AND FALL LANDSCAPE INSTALLATIONS.
17. ALL SHRUBS 36" HEIGHT OR TALLER ARE TO BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. AN EXAMPLE SHRUB MAY BE TAGGED OR PICTURES MAY BE SUBMITTED FOR APPROVAL. ALL SHRUBS THAT DO NOT MATCH THE APPROVED EXAMPLE SHRUB IN SIZE AND FORM, WILL BE REJECTED. ALL OTHER SHRUBS MUST MEET THE MINIMUM SIZES GIVEN IN THE PLANT LIST AND BE SPECIMEN QUALITY. SHRUBS THAT DO NOT MEET THESE GUIDELINES WILL BE REJECTED.
18. PLANT MATERIAL SHALL ONLY BE INSTALLED WITHIN THE FOLLOWING DATES:
    DECIDUOUS TREES AND SHRUBS: APR 1 THROUGH NOV 15
    SPRING DIG DECIDUOUS TREES: APR 1 THROUGH OCT 15
    EVERGREEN TREES AND SHRUBS: APR 1 THROUGH NOV 1
    PERENNIALS AND GROUNDCOVERS: MAY 1 THROUGH OCT 15.
19. THE LOCATION FOR ALL TREES AND SHRUBS ON SITE ARE TO BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. CONTRACTOR SHALL REQUEST LANDSCAPE ARCHITECT TO BE ON SITE AT LEAST THREE DAYS PRIOR TO INSTALLATION.
20. TEST TREE PITS AND PLANT BEDS FOR ADEQUATE DRAINAGE. FILL PLANT PIT WITH 12" OF WATER. IF WATER LEVEL DOES NOT DROP A MINIMUM OF ONE INCH PER HOUR, NOTIFY THE LANDSCAPE ARCHITECT OF DRAINAGE ISSUES.
21. PLANTING MIX FOR ALL PLANTINGS SHALL BE A BLEND OF 90% APPROVED TOPSOIL AND 10% SOIL AMENDMENT. ACCEPTABLE AMENDMENTS INCLUDE ONE STEP SOIL CONDITIONER OR PM35 PLANTER MIX FROM MIDWEST TRADING, OR APPROVED EQUAL. BLENDING OF PLANTING MIX COMPONENTS SHALL BE COMPLETED OUTSIDE OF THE PLANTING PITS, PRIOR TO PLANTING.
22. EXCAVATE PARKING LOT ISLANDS AND CURBED PLANTERS TO A DEPTH OF 24". BACKFILL WITH A 12" DEPTH OF TOPSOIL, AND A 12" DEPTH OF PLANTING MIX. BERM PLANTERS AND ISLANDS TO A HEIGHT OF 3" ABOVE TOP OF CURB TO PREVENT PONDING.
23. ALL PLANT BEDS ARE TO BE WELL SHAPED 'SPADE CUT' EDGES, 3" DEPTH, IN LINES OR IN CURVES AS SHOWN ON THE DRAWINGS.
24. ALL PLANT MATERIAL, INCLUDING SEED OR SOD, SHALL BE MAINTAINED BY THE CONTRACTOR UNTIL 'ACCEPTANCE' IS GRANTED. MAINTENANCE SHALL INCLUDE, WATERING, WEEDING, PRUNING, STRAIGHTENING, SPRAYING, MULCH REPLACEMENT AND MOWING.
25. THE CONTRACTOR SHALL REQUEST AN INSPECTION OF LANDSCAPE PLANTING UPON SUBSTANTIAL COMPLETION FOR "ACCEPTANCE". REQUEST MUST BE SUBMITTED TO LANDSCAPE ARCHITECT AT LEAST TEN DAYS PRIOR TO ANTICIPATED INSPECTION. UPON INSPECTION THE LANDSCAPE ARCHITECT SHALL PREPARE A PUNCH LIST OF UNACCEPTABLE OR OUTSTANDING ITEMS. AFTER THE ITEMS HAVE BEEN SATISFACTORILY COMPLETED AND REVIEWED, THE LANDSCAPE ARCHITECT WILL RECOMMEND "ACCEPTANCE". SOD AND SEED SHALL BE REVIEWED FOR ACCEPTANCE, ONLY AFTER THEY HAVE FULLY ROOTED AND HAVE BEEN MOWED AT LEAST TWICE.
26. ALL PLANT MATERIAL SHALL BE GUARANTEED FOR A PERIOD OF ONE YEAR FROM DATE OF "ACCEPTANCE". AT OR NEAR THE END OF THE GUARANTEE PERIOD, THE CONTRACTOR SHALL REQUEST AN INSPECTION OF LANDSCAPE PLANTING FOR "FINAL ACCEPTANCE". REQUEST MUST BE SUBMITTED TO LANDSCAPE ARCHITECT AT LEAST TEN DAYS PRIOR TO ANTICIPATED INSPECTION. UPON INSPECTION THE LANDSCAPE ARCHITECT SHALL PREPARE A PUNCH LIST OF UNACCEPTABLE ITEMS. AFTER THE ITEMS HAVE BEEN SATISFACTORILY REPLACED OR REPAIRED, REVIEWED AND APPROVED, THE LANDSCAPE ARCHITECT WILL RECOMMEND "FINAL ACCEPTANCE".

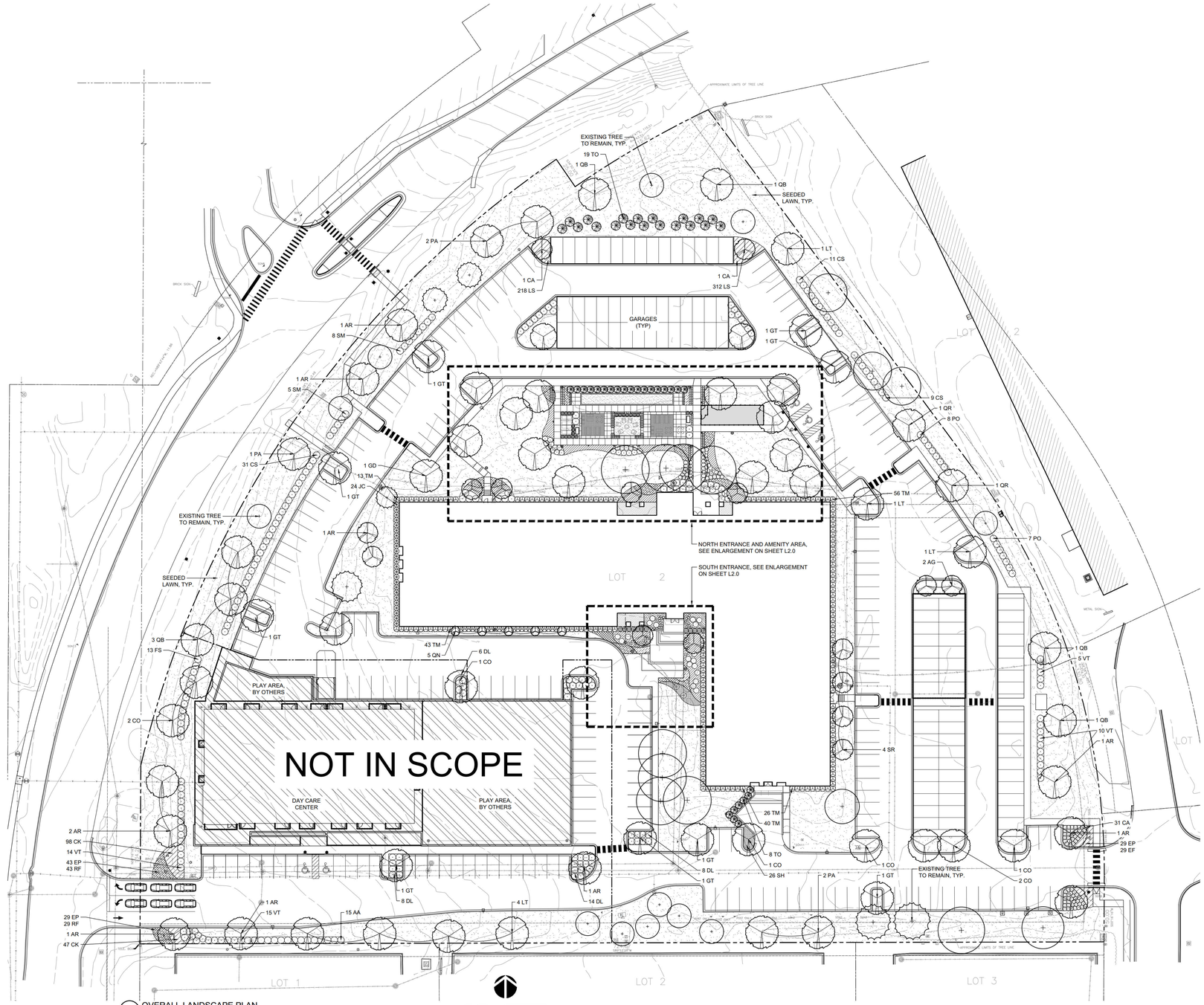
## IRRIGATION SCOPE

AN AUTOMATIC IRRIGATION SYSTEM WILL BE PROVIDED FOR THE BRICKYARDS LANDSCAPE.
SEE SHEET L3.0 FOR IRRIGATION SCOPE PLAN.

## BRICKYARD LOFTS PLANT PALETTE

(SIZES AT INSTALLATION ARE NOTED)

| CODE | BOTANICAL NAME | COMMON NAME | QTY | NATIVE/ADAPTIVE? | ADDITIONAL NOTES |
|---|---|---|---|---|---|
| | SHADE TREES (3" CALIPER) | | | | |
| AR | ACER RUBRUM 'FRANK JR' | REDPOINTE RED MAPLE | 12 | YES | BRANCHED UP 6' |
| CO | CELTIS OCCIDENTAILS | COMMON HACKBERRY | 13 | YES | BRANCHED UP 6' |
| GD | GYMNOCLADUS DIOICA | KENTUCKY COFFEETREE | 1 | YES | BRANCHED UP 6' |
| GT | GLEDITSIA T. VAR. INERMIS 'SKYCOLE' | SKYLINE HONEYLOCUST | 9 | YES | BRANCHED UP 6' |
| LT | LIRIODENDRON TULIPIFERA | TULIPTREE | 7 | YES | BRANCHED UP 6' |
| PA | PLATANUS x ACERIFOLIA 'MORTON CIRCLE' | EXCLAMATION PLANETREE | 5 | NO | BRANCHED UP 6' |
| QB | QUERCUS BICOLOR | SWAMP WHITE OAK | 8 | YES | BRANCHED UP 6' |
| QR | QUERCUS RUBRA | RED OAK | 2 | YES | BRANCHED UP 6' |
| TA | TILIA AMERICANA 'REDMOND' | REDMOND LINDEN | 6 | YES | BRANCHED UP 6' |
| | ORNAMENTAL TREES (3" CALIPER OR 7' HEIGHT) | | | | |
| AG | AMELANCHIER x G. 'AUTUMN BRILLIANCE' | APPLE SERVICEBERRY | 4 | YES | |
| CA | CORNUS ALTERNIFOLIA | PAGODA DOGWOOD | 10 | YES | |
| CC | CERCIS CANADENSIS | EASTERN REDBUD | 4 | YES | CLUMP TREE FORM |
| QN | QUERCUS ROBUR X BICOLOR 'NADLER' | KINDRED SPIRIT OAK | 4 | NO | CLUMP TREE FORM |
| SR | SYRINGA RETICULATA | JAPANESE TREE LILAC | 4 | NO | |
| | EVERGREEN TREES (HEIGHT AS NOTED) | | | | |
| TM | THUJA OCCIDENTALIS 'TECHNY' | MISSION ARBORVITAE | 19 | YES | 8' HEIGHT |
| TO | THUJA OCCIDENTALIS 'EMERALD GREEN' | EMERALD GREEN ARBORVITAE | 26 | YES | 6' HEIGHT |
| | LARGE DECIDUOUS SHRUBS (24"-36" HEIGHT AT INSTALLATION) | | | | |
| AA | ARONIA ARBUTIFOLIA 'BRILLIANTISSIMA' | BRILLIANT RED CHOKEBERRY | 15 | YES | |
| CS | CORNUS SERICEA 'ISANTI' | ISANTI REDTWIG DOGWOOD | 51 | YES | |
| FS | FORSYTHIA x 'SUNRISE' | SUNRISE FORSYTHIA | 13 | NO | |
| HL | HYDRANGEA PANICULATA 'JANE' | LITTLE LIME HYDRANGEA | 9 | NO | |
| HQ | HYDRANGEA PANICULATA 'SMHPLQF' | LITTLE QUICK FIRE HYDRANGEA | 9 | NO | |
| PO | PHYSOCARPUS OPULIFOLIUS 'SEWARD' | SUMMER WINE NINEBARK | 15 | YES | |
| SM | SYRINGA MEYERI 'PALIBIN' | DWARF KOREAN LILAC | 17 | NO | |
| VC | VIBURNUM CARLESII 'COMPACTA' | COMPACT KOREANSPICE VIBURNUM | 17 | NO | |
| VT | VIBURNUM TRILOBUM 'ALFREDO' | ALFREDO VIBURNUM | 44 | YES | |
| | SMALL DECIDUOUS SHRUBS (12"-18" HEIGHT AT INSTALLATION) | | | | |
| AM | ARONIA MELANOCARPA 'UCONNAM165' | LOW SCAPE MOUND CHOKEBERRY | 43 | YES | |
| CE | CEANOTHUS AMERICANUS | NEW JERSEY TEA | 63 | YES | |
| DL | DIERVILLA LONICERA | DWARF BUSH HONEYSUCKLE | 45 | YES | |
| DS | DIERVILLA SPLENDENS 'SMNDSD' | KODIAK RED 2.0 BUSH HONEYSUCKLE | 27 | YES | |
| HA | HYDRANGEA ARBORESCENS | ANNABELLE HYDRANGEA | 21 | YES | |
| | EVERGREEN SHRUBS (24" SPREAD AT INSTALLATION) | | | | |
| BG | BUXUS X 'GREEN VELVET' | GREEN VELVET BOXWOOD | 12 | NO | |
| BM | BUXUS X 'GREEN MOUND' | GREEN MOUND BOXWOOD | 12 | NO | |
| JC | JUNIPERUS CHINENSIS 'KALLAY COMPACTA' | KALLAY'S COMPACT JUNIPER | 24 | YES | |
| TM | TAXUS X MEDIA 'DENSIFORMIS' | DENSE YEW | 61 | YES | |
| | PERENNIALS (1 GALLON CONTAINER) | | | | |
| AC | ASARUM CANADENSE | CANADIAN WILD GINGER | 2066 | NO | SPACED 10" O.C. |
| AL | ALLIUM 'SUMMER BEAUTY' | SUMMER BEAUTY ORNAMENTAL ONION | 201 | NO | SPACED 18" O.C. |
| AN | ASTER NOVAE-ANGLIAE 'PURPLE DOME' | PURPLE DOME ASTER | 27 | YES | SPACED 24" O.C. |
| AS | ASCLEPIAS INCARNATA 'CINDERELLA' | CINDERELLA MILKWEED | 14 | YES | SPACED 24" O.C. |
| CG | COREOPSIS GRANDIFLORA 'SUNRAY' | SUNRAY TICKSEED | 84 | YES | SPACED 18" O.C. |
| EP | ECHINACEA PURPUREA | PURPLE CONEFLOWER | 130 | YES | SPACED 18" O.C. |
| GR | GERANIUM 'ROZANNE' | ROZANNE CRANESBILL | 78 | NO | SPACED 18" O.C. |
| HF | HEUCHERELLA FUN AND GAMES 'HOPSCOTCH' | CORAL BELLS | 207 | YES | SPACED 18" O.C. |
| HM | HOSTA 'AUTUMN FROST' HOSTA 'MINUTEMAN' | AUTUMN FROST HOSTA MINUTEMAN HOSTA | 13 | NO | SPACED AS SHOWN, EVENLY MIXED |
| LK | LIATRIS KOBOLD | GAYFEATHER | 29 | YES | SPACED 18" O.C. |
| LS | LIRIOPE SPICATA | LILYTURF | 530 | NO | SPACED 12" O.C. |
| MS | MONARDA 'ELECTRIC NEON PINK' | ELECTRIC NEON PINK BEE BALM | 79 | YES | SPACED 18" O.C. |
| RF | RUDBECKIA FULGIDA | BLACK EYED SUSAN | 130 | YES | SPACED 18" O.C. |
| PT | PACHYSANDRA TERMINALIS | JAPANESE SPURGE | 507 | NO | SPACED 9" O.C. |
| SS | SALVIA NEMOROSA 'MAY NIGHT' | MAY NIGHT SAGE | 39 | NO | SPACED 15" O.C. |
| | GRASSES (1 GALLON CONTAINER) | | | | |
| BC | BOUTELOUA CURTIPENDULA | SIDE OATS GRAMA | 65 | YES | SPACED 18" O.C. |
| CK | CALAMAGROSTIS SP. | FEATHER REED GRASS | 208 | NO | SPACED 18" O.C. |
| DC | DESCHAMPSIA CEPITOSA | TUFTED HAIR GRASS | 0 | YES | SPACED 18" O.C. |
| MI | MISCANTHUS SP. | MAIDEN GRASS | 0 | NO | SPACED 48" O.C. |
| PS | PANICUM SP. | SWITCH GRASS | 0 | YES | SPACED 18" O.C. |
| SA | SESLERIA AUTUMNALIS | AUTUMN MOOR GRASS | 66 | YES | SPACED 24" O.C. |
| SH | SPOROBOLUS HETEROLEPIS | PRAIRIE DROPSEED | 46 | YES | SPACED 24" O.C. |




1 OVERALL LANDSCAPE PLAN
SCALE: 1" = 30'

0 5 10 15 30 60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F 312.836.0599 E info@hirschmpg.com

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CHICAGO, IL 60642

**ARCHITECT**
HIRSCH MPG, LLC
225 W HUBBARD ST, 5TH FLR
CHICAGO, IL 60654

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RTM ENGINEERING CONSULTANTS
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CEABA STRUCTURAL ENGINEERS
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CHICAGO, IL 60606

**MEPF ENGINEER**
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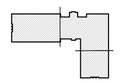
DESPLAINES, IL 60016


**KEY PLAN**



| NO. | DATE | DESCRIPTION |
|---|---|---|
| 2 | 06/15/2026 | VILLAGE RESUBMITTAL |
| 1 | 10/31/2025 | ISSUED FOR PERMIT |

CERTIFICATION:

I HAVE PREPARED, OR CAUSED TO BE PREPARED UNDER MY DIRECT SUPERVISION, THE ATTACHED PLANS AND SPECIFICATIONS AND STATE THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF AND TO THE EXTENT OF MY CONTRACTUAL OBLIGATION, THEY ARE IN COMPLIANCE WITH GOVERNING CODES AND ORDINANCES.

SIGNATURE:

LICENSE NO.: 001-012452
EXPIRATION DATE: 11.30.2026
SEAL:

PROJECT NO.: 24013

SHEET TITLE:
**OVERALL LANDSCAPE PLAN**

PROJECT TITLE:
**BRICKYARDS LOFTS**

PROJECT LOCATION:
155 NORTH PFINGSTEN ROAD,
DEERFIELD, ILLINOIS 60015

DRAWING NO.
**L1.0**

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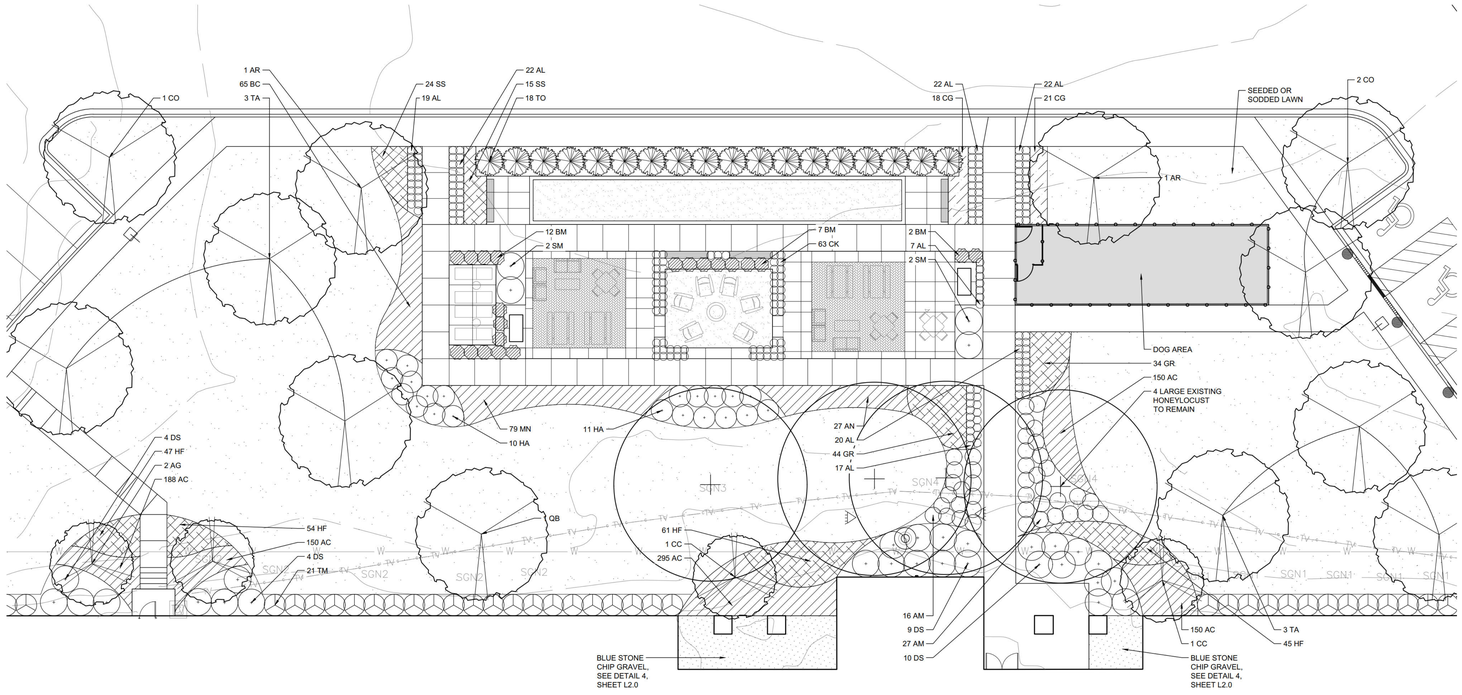


1 DETAIL LANDSCAPE PLAN - NORTH ENTRY & AMENITY
SCALE: 1" = 20'

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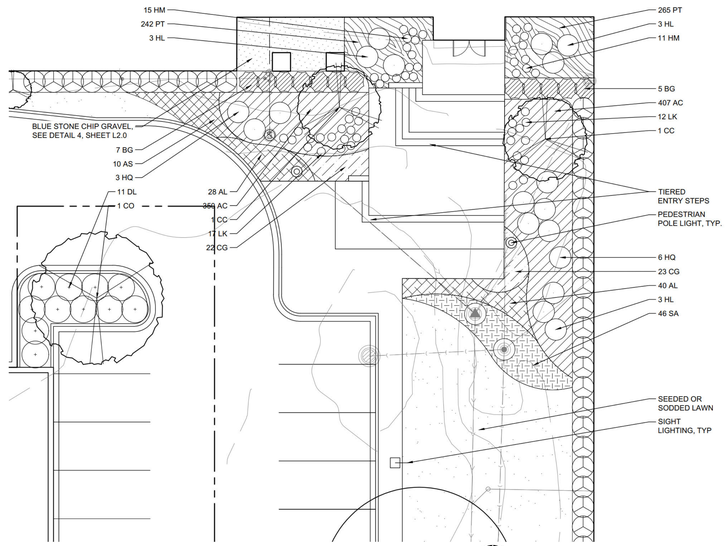


3 DETAIL LANDSCAPE PLAN - SOUTH ENTRY
SCALE: 1" = 20'

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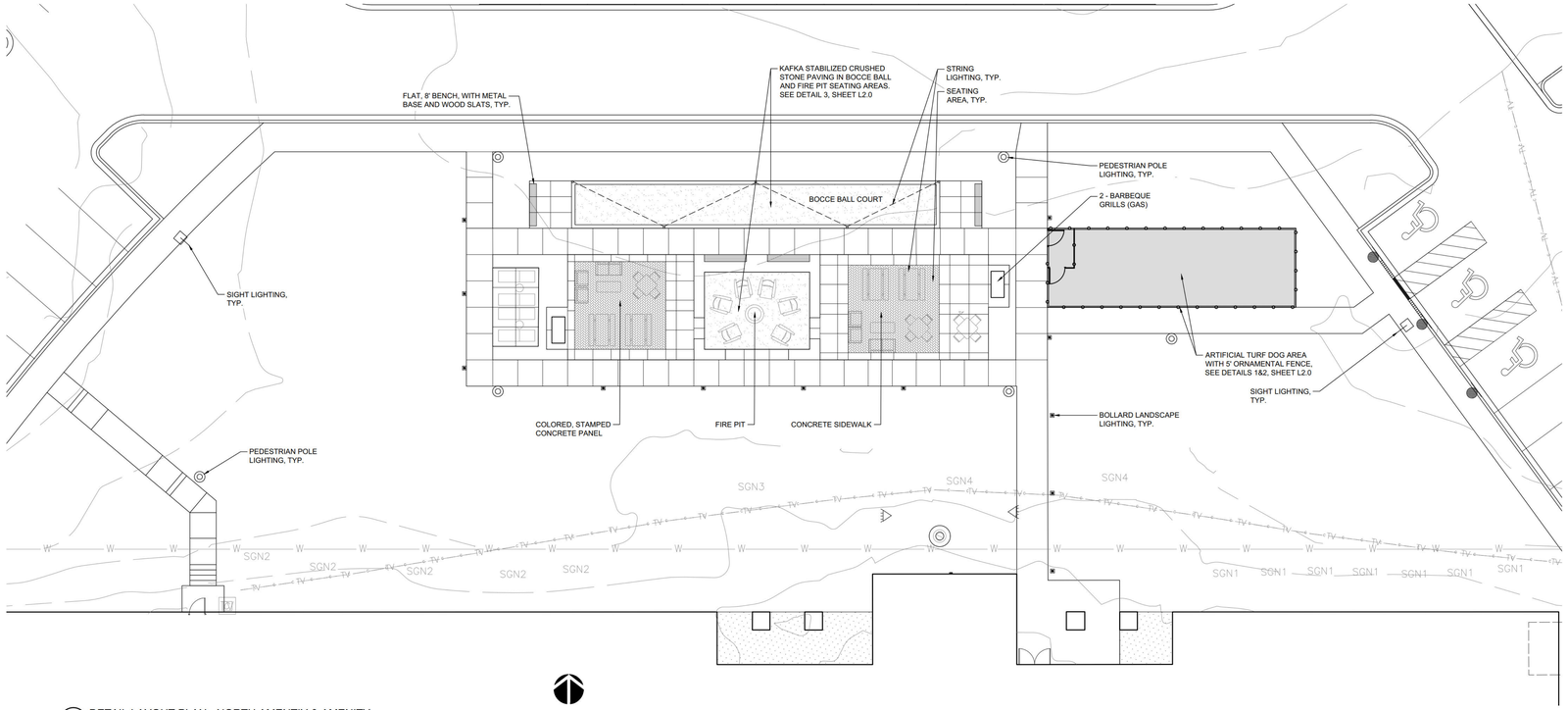


2 DETAIL LAYOUT PLAN - NORTH AMENTIY & AMENITY
SCALE: 1" = 20'

0 12 5 10 20

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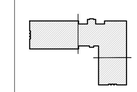

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**DETAIL LANDSCAPE PLANS**

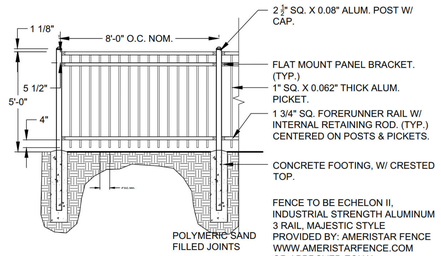
PROJECT TITLE:
**BRICKYARDS LOFTS**

PROJECT LOCATION:
155 NORTH PFINGSTEN ROAD,
DEERFIELD, ILLINOIS 60015

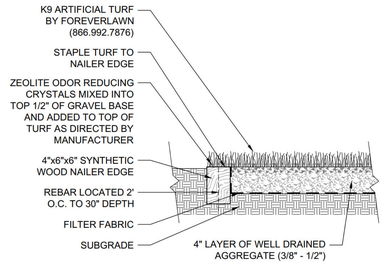
DRAWING NO.
**L1.1**

Z:_2024\24-147_155 N Pfingsten Brickyards - Deerfield\2026-06-09 Resubmittal\Landscape.dwg
Jun 11, 2026 - 11:41am
plotted by Mark Lutz

NOTE: ALL FENCING COMPONENTS TO BE BLACK IN COLOR AS SUPPLIED BY THE MANUFACTURER.

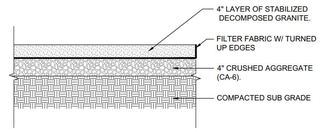



1 5' HT. ORNAMENTAL ALUMINUM FENCE
NOT TO SCALE



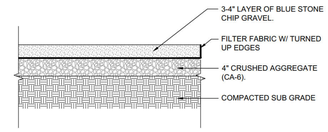

2 ARTIFICIAL TURF DETAIL
SCALE: 1-1/2" = 1'-0"

NOTE: INSTALL BOTH CRUSHED AGGREGATE AND DECOMPOSED GRANITE IN 2" LIFTS. SOAK EACH LIFT WITH WATER AND LET IT SET FOR 8 HOURS BEFORE COMPACTING WITH A HEAVY ROLLER. DO NOT USE VIBRATION OR PLAT COMPACTOR. DECOMPOSED GRANITE TO BE STABILIZED PATHWAY MIX, BY KAFKA GRANITE OR APPROVED EQUAL. COLOR TBD. SAMPLES SHALL BE SUBMITTED TO THE LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO CONSTRUCTION.



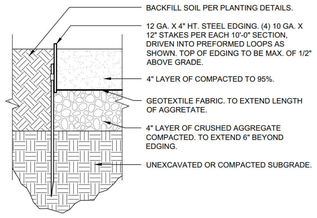

3 STABILIZED DECOMPOSED GRANITE PAVING DETAIL
NOT TO SCALE

NOTE: INSTALL BOTH CRUSHED AGGREGATE AND BLUE STONE CHIP GRAVEL IN 2" LIFTS. SOAK EACH LIFT WITH WATER AND LET IT SET FOR 8 HOURS BEFORE COMPACTING WITH A HEAVY ROLLER. DO NOT USE VIBRATION OR PLAT COMPACTOR. SAMPLES SHALL BE SUBMITTED TO THE LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO CONSTRUCTION.



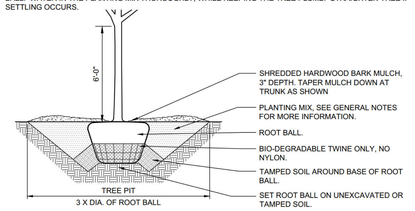

4 BLUE STONE CHIP GRAVEL DETAIL
NOT TO SCALE

NOTE: EDGING TO BE BY COL-MET (800) 839-8225, (WWW.COLMET.COM) INSTALLED PER MANUFACTURER INSTALLATION GUIDELINES. EDGING SUPPLIED IN 10'-0" SECTIONS. ALLOW FOR 8" OF OVERLAP PER SECTION. COLOR TO BE BLACK POWDER COAT AS APPLIED BY MANUFACTURER.



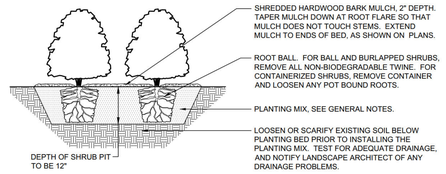

5 STEEL EDGE DETAIL
NOT TO SCALE

LOCATE ALL UNDERGROUND UTILITIES PRIOR TO DIGGING. TREE PIT WIDTH TO BE THREE TIMES THE WIDTH OF THE ROOT BALL. TEST TREE PIT FOR DRAINAGE PRIOR TO INSTALLING TREE. PRUNE OFF ALL DEAD, BROKEN OR SCARRED BRANCHES, AND SHAPE PRUNE AS DIRECTED BY THE LANDSCAPE ARCHITECT. FOR TREES UP TO 4" CALIPER OR 12' HEIGHT, REMOVE APPROXIMATELY 5% -10% OF THE OVERALL BRANCHING. FOR TREES OVER 4" CALIPER OR 12' HEIGHT, REMOVE APPROXIMATELY 15%-20% OF THE OVERALL BRANCHING.LOCATE ROOT FLARE IN ROOT BALL AND SET TREE HEIGHT SO THAT ROOT FLARE IS FLUSH WITH FINISH GRADE. REMOVE ALL BASKET WIRE, TWINE AND BURLAP FROM THE TOP HALF OF THE ROOT BALL. WATER IN THE PLANTING MIX THOROUGHLY, WHILE KEEPING THE TREE PLUMB. STRAIGHTEN TREE IF SETTLING OCCURS.



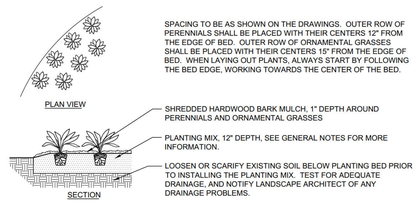

6 DECIDUOUS TREE PLANTING DETAIL
NOT TO SCALE

LOCATE ALL UNDERGROUND UTILITIES PRIOR TO PLANTING. SHRUBS BEDS ARE TO BE EXCAVATED AS A SINGLE SHRUB PIT. EXTEND SHRUB PIT WIDTH TO EDGES OF PLANT BED AS SHOWN ON THE LANDSCAPE PLAN. LOCATE ROOT FLARE IN ROOT BALL AND SET SHRUB HEIGHT SO THAT ROOT FLARE IS FLUSH WITH FINISH GRADE. REMOVE TWINE FROM ROOT FLARE. BACKFILL AND WATER IN THE PLANTING MIX THOROUGHLY, WHILE KEEPING THE SHRUB PLUMB. STRAIGHTEN SHRUB IF SETTLING OCCURS. PRUNE OFF ALL DEAD, BROKEN OR SCARRED BRANCHES, AND SHAPE PRUNE AS DIRECTED BY THE LANDSCAPE ARCHITECT. MULCH LIMITS FOR SHRUBS SHALL EXTEND TO ALL OUTER EDGES OF PLANTING BEDS, SEE LANDSCAPE PLAN FOR BED LAYOUTS.




7 SHRUB PLANTING DETAIL
NOT TO SCALE

LOCATE ALL UNDERGROUND UTILITIES PRIOR TO DIGGING. EXCAVATE ENTIRE PLANT BED, AND BACKFILL WITH PLANTING MIX AS SPECIFIED. BED HEIGHT IS TO BE 1" ABOVE FINISH GRADE AND WELL DRAINED. MULCH LIMITS FOR PLANT BEDS TO EXTEND TO ALL EDGES OF THE BEDS, SEE PLANS FOR BED LAYOUTS. SEE PLANT LIST FOR PLANT SPACING. GAPS BETWEEN PLANTS SHALL BE NO GREATER THAN THE SPECIFIED SPACING FOR THAT PARTICULAR PLANT.




8 PERENNIAL PLANTING DETAIL
NOT TO SCALE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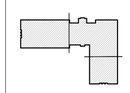
**KEY PLAN**



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SIGNATURE:

LICENSE NO: 001-012452
EXPIRATION DATE: 11.30.2026
SEAL:

PROJECT NO.: 24013

SHEET TITLE:
**ENLARGEMENTS & DETAILS**

PROJECT TITLE:
**BRICKYARDS LOFTS**

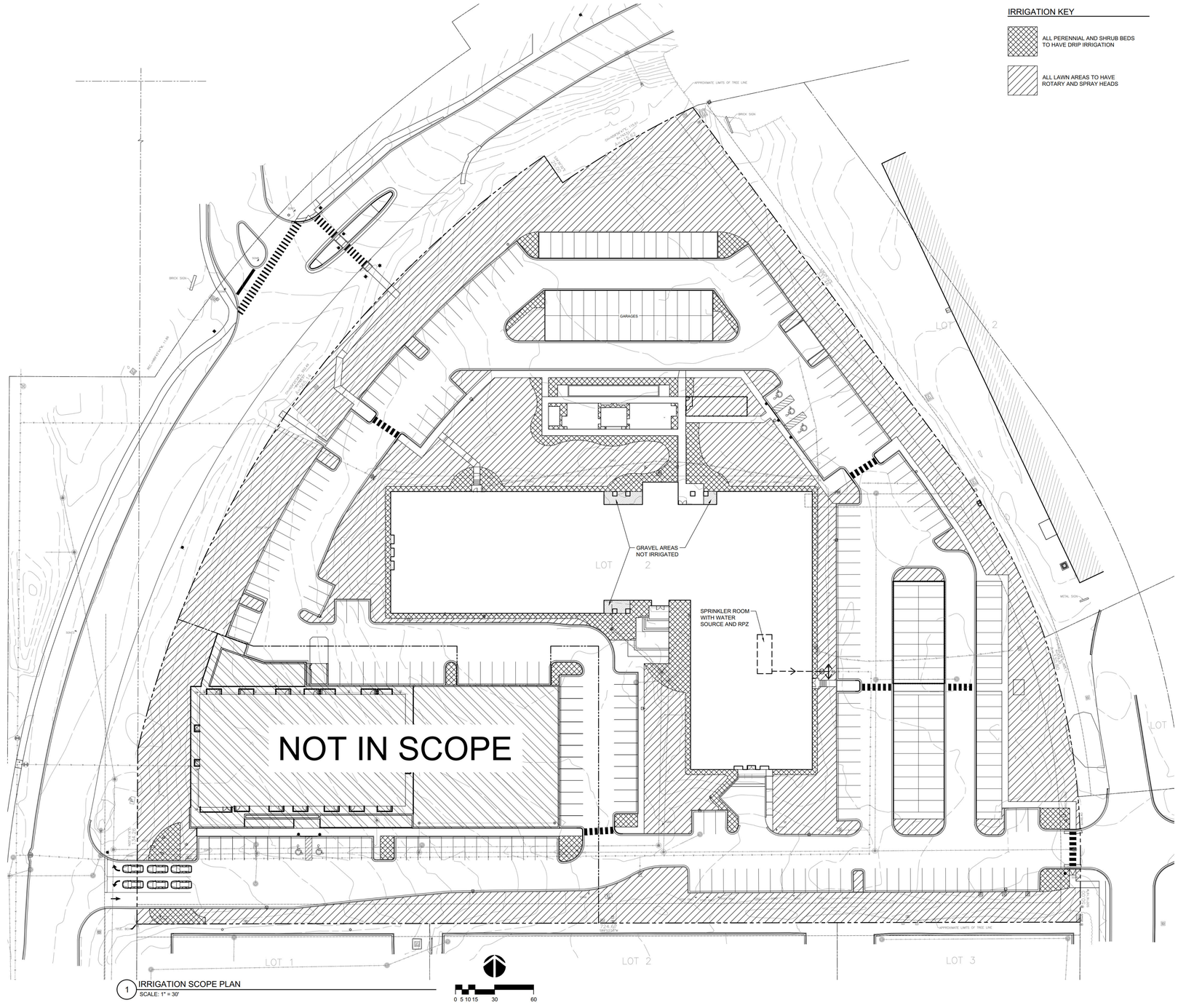
PROJECT LOCATION:
155 NORTH PFINGSTEN ROAD,
DEERFIELD, ILLINOIS 60015

DRAWING NO.
**L2.0**


Z:_2024\24-147_155 N Pfingsten Brickyards - Deerfield\2026-06-09 Resubmittal\Landscape.dwg
Jun 15, 2026 - 4:41:11pm

## IRRIGATION NOTES

1. A PLASTIC, AUTOMATIC, TIMER-ACTIVATED IRRIGATION SYSTEM SHALL BE PROVIDED FOR ALL LANDSCAPE AREAS. SEPARATE ZONES TO BE PROVIDED FOR LAWN AREAS AND LANDSCAPE BEDS.
2. PROVIDE SPRAY HEADS AS APPROPRIATE FOR THE PARTICULAR SIZE AND SHAPE OF LAWN (INCLUDING THE PARKWAYS), WITH 60% HEAD TO HEAD SPACING. THERE SHALL BE NO OVER SPRAY ON ROADS OR SIDEWALKS. PROVIDE 1800-SAM-PRS SERIES SERIES BY RAINBIRD OR APPROVED EQUAL.
3. PROVIDE SUBSURFACE DRIP IRRIGATION FOR PLANT BEDS AS SHOWN. SUBSURFACE DRIP IRRIGATION SYSTEM SHALL BE XFS BY RAINBIRD, OR APPROVED EQUAL. DRIP LINES SHALL LOOP ALL PLANTS. PROVIDE A POP-UP INDICATOR FOR EACH ZONE. BURY THE DRIP IRRIGATION LINES AS RECOMMENDED BY RAINBIRD.
4. PROVIDE WATER CONNECTION, BACKFLOW PREVENTER AND IRRIGATION CONTROLLER INSIDE THE BUILDING, AS SHOWN ON THE DRAWINGS.
5. SIZE BOOSTER PUMP, IF REQUIRED, TO PROVIDE 50 GPM AND 40 PSI AT THE SPRINKLER HEADS.
6. PROVIDE SLEEVING AS NECESSARY AND COORDINATE SLEEVE INSTALLATION WITH THE GENERAL CONTRACTOR TO ELIMINATE FUTURE DAMAGE TO INSTALLED PAVEMENT. SLEEVES ARE REQUIRED UNDER ALL SIDEWALKS AND BETWEEN PARKING LOT ISLANDS. PROVIDE SLEEVING TO THE 'FLATS' BUILDING, TO ALLOW FOR FUTURE CONNECTION IF DESIRED BY THE OWNER.
7. ALL IRRIGATION EQUIPMENT SHALL BE BY RAINBIRD, USING THE MOST WATER-EFFICIENT PRODUCTS AVAILABLE.
8. THE CONTROLLER SHALL BE RAINBIRD'S ESP-ME SERIES CONTROLLER, OR APPROVED EQUAL, EXPANDABLE TO ADD THE 'FLATS' BUILDING IN THE FUTURE IF DESIRED BY THE OWNER.
9. PROVIDE AN AUTOMATIC RAIN SHUT-OFF.
10. PROVIDE A QUICK COUPLER IN OR ADJACENT TO EACH VALVE BOX, AND AT INTERVALS ALONG THE MAIN WITHIN 100' OF ALL NEW PLANTS, OR AS INDICATED ON THE PLANS.
11. THE IRRIGATION CONTRACTOR SHALL SUBMIT SHOP DRAWINGS SHOWING THE DESIGN OF THE SYSTEM FOR APPROVAL BY THE LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION. THE DRAWING SHOULD INDICATE THE LOCATION AND SIZE OR MODEL NUMBER FOR THE WATER CONNECTION BACKFLOW PREVENTER, PIPING, SLEEVES, VALVES, SPRAY HEADS, TYPE AND INDICATION OF SPRAY RADIUS, DRIP LINES, POP-UP INDICATORS, QUICK COUPLERS, AUTOMATIC RAIN SHUTOFF AND THE PROPOSED ELECTRICAL CONNECTION. PROVIDE CATALOGUE CUTS FOR ALL EQUIPMENT.
12. THE IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR BLOWING OUT THE SYSTEM BY AIR COMPRESSION IN THE FALL FOLLOWING INSTALLATION AND TURNING ON THE SYSTEM IN THE FOLLOWING SPRING.
13. THE ENTIRE IRRIGATION SYSTEM SHALL BE GUARANTEED BY THE CONTRACTOR AS TO MATERIAL AND WORKMANSHIP, INCLUDING SETTLING OF BACKFILLED AREAS BELOW GRADE FOR A PERIOD OF ONE YEAR FOLLOWING THE DATE OF FINAL ACCEPTANCE OF THE WORK.
14. ALL WORK SHALL BE IN ACCORDANCE WITH LOCAL MUNICIPALITY STANDARDS, CODES AND ORDINANCES.




1 IRRIGATION SCOPE PLAN
SCALE: 1" = 30'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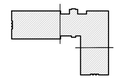
**KEY PLAN**



| NO. | DATE | DESCRIPTION |
|---|---|---|
| 2 | 06/15/2026 | VILLAGE RESUBMITTAL |
| 1 | 10/01/2025 | ISSUED FOR PERMIT |

CERTIFICATION:

I HAVE PREPARED, OR CAUSED TO BE PREPARED UNDER MY DIRECT SUPERVISION, THE ATTACHED PLANS AND SPECIFICATIONS AND STATE THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF AND TO THE EXTENT OF MY CONTRACTUAL OBLIGATION, THEY ARE IN COMPLIANCE WITH GOVERNING CODES AND ORDINANCES.

SIGNATURE:

LICENSE NO: 001-012452
EXPIRATION DATE: 11.30.2026
SEAL:

PROJECT NO.: 24013

SHEET TITLE:
**IRRIGATION SCOPE PLAN**

PROJECT TITLE:
**BRICKYARDS LOFTS**

PROJECT LOCATION:
155 NORTH PFINGSTEN ROAD,
DEERFIELD, ILLINOIS 60015

DRAWING NO.
**L3.0**

Z:_2024\24-147 - 155 N Pfingsten Brickyards - Deerfield\2026-06-09 Resubmittal\Landscape.dwg

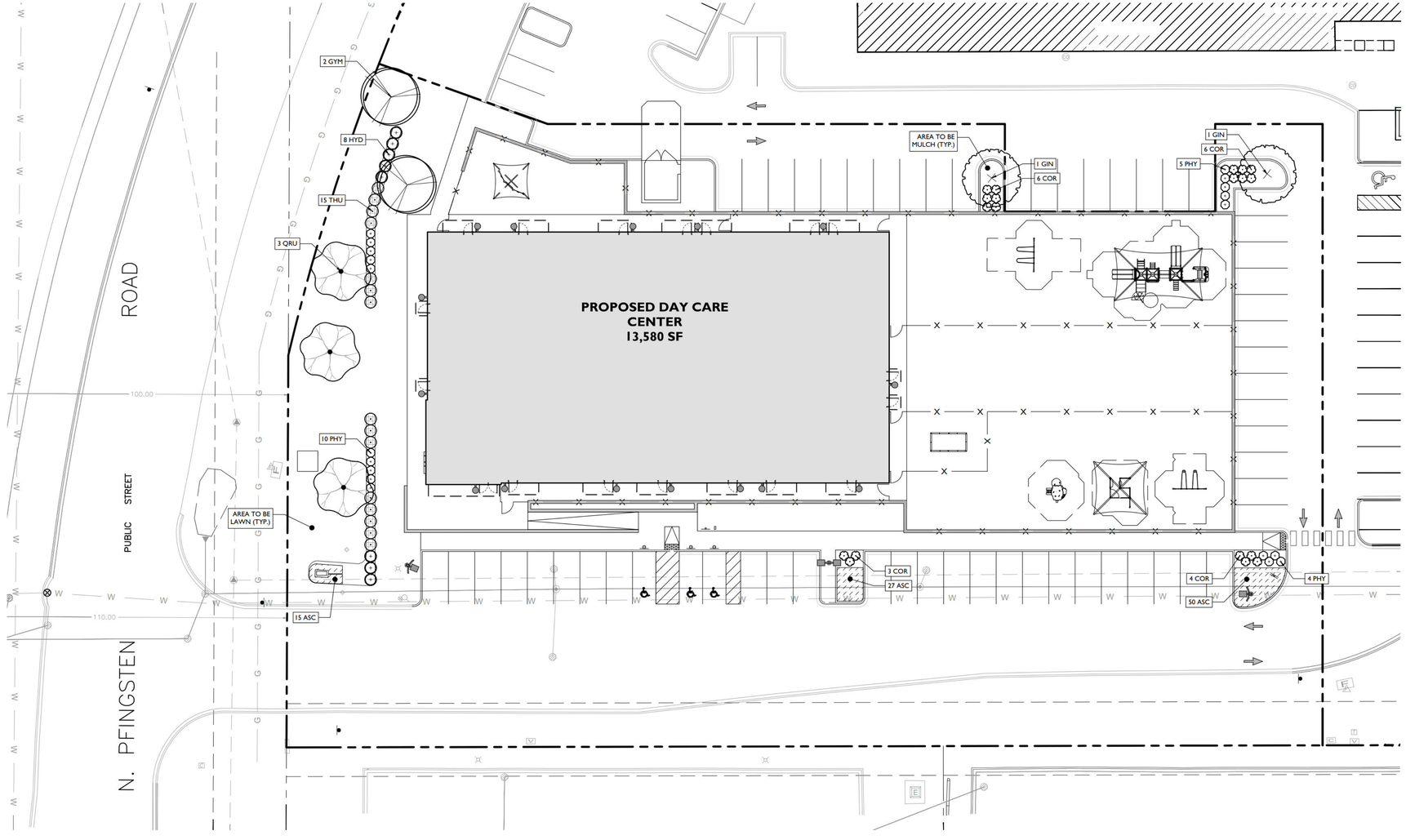
**EXHIBIT O**

**PRIMROSE LANDSCAPE PLANS**

## PLANT SCHEDULE

| SYMBOL | CODE | QTY | BOTANICAL NAME | COMMON NAME | SIZE | CONTAINER | REMARKS |
|---|---|---|---|---|---|---|---|
| | | | DECIDUOUS TREES | | | | |
| | GIN | 2 | GLEDITSIA TRIACANTHOS INERMIS 'SKYCOLE' | SKYLINE HONEY LOCUST | 3" - 3.5" CAL | B&B | NATIVE (VARIETY) |
| | GYM | 2 | GYMNOCLADUS DIOICUS 'ESPRESSO' | KENTUCKY COFFEETREE | 3" - 3.5" CAL | B&B | NATIVE (VARIETY) |
| | QRU | 3 | QUERCUS RUBRA | NORTHERN RED OAK | 3" - 3.5" CAL | B&B | NATIVE |
| | | | SHRUBS | | | | |
| | COR | 19 | CORNUS SERICEA 'FARROW' | ARCTIC FIRE RED TWIG DOGWOOD | 18" - 24" | POT | NATIVE (VARIETY) |
| | HYD | 8 | HYDRANGEA ARBORESCENS 'ANNABELLE' | ANNABELLE HYDRANGEA | 18" - 24" | POT | NATIVE (VARIETY) |
| | PHY | 19 | PHYSOCARPUS OPULIFOLIUS 'LITTLE DEVIL' | LITTLE DEVIL DWARF NINEBARK | 18" - 24" | POT | NATIVE (VARIETY) |
| | | | EVERGREEN SHRUBS | | | | |
| | THU | 15 | THUJA OCCIDENTALIS 'GOLDEN GLOBE' | GOLDEN GLOBE ARBORVITAE | 18" - 24" | POT | NATIVE (VARIETY) |
| | | | PERENNIALS AND GRASSES | | | | |
| | ASC | 92 | ASCLEPIAS TUBEROSA | BUTTERFLY MILKWEED | 1 GAL. | POT, 24" O.C. | NATIVE |

NOTE: IF ANY DISCREPANCIES OCCUR BETWEEN AMOUNTS SHOWN ON THE LANDSCAPE PLAN AND WITHIN THE PLANT LIST, THE PLAN SHALL DICTATE.




811 Know what's **below** **Call** before you dig.

**IRRIGATION NOTE:**

IRRIGATION CONTRACTOR TO PROVIDE A DESIGN FOR AN IRRIGATION SYSTEM SEPARATING PLANTING BEDS FROM LAWN AREA. PRIOR TO CONSTRUCTION, DESIGN IS TO BE SUBMITTED TO THE PROJECT LANDSCAPE DESIGNER FOR REVIEW AND APPROVAL. WHERE POSSIBLE, DRIP IRRIGATION AND OTHER WATER CONSERVATION TECHNIQUES SUCH AS RAIN SENSORS SHALL BE IMPLEMENTED. CONTRACTOR TO VERIFY MAXIMUM ON SITE DYNAMIC WATER PRESSURE AVAILABLE MEASURED IN PSI. PRESSURE REDUCING DEVICES OR BOOSTER PUMPS SHALL BE PROVIDED TO MEET SYSTEM PRESSURE REQUIREMENTS. DESIGN TO SHOW ALL VALVES, PIPING, HEADS, BACKFLOW PREVENTION, METERS, CONTROLLERS, AND SLEEVES WITHIN HARDSCAPE AREAS.

**LANDSCAPING NOTES**

1. THE CONTRACTOR SHALL RESTORE ALL DISTURBED GRASS AND LANDSCAPED AREAS TO MATCH EXISTING CONDITIONS UNLESS INDICATED OTHERWISE WITHIN THE PLAN SET.
2. THE CONTRACTOR SHALL RESTORE ALL DISTURBED LAWN AREAS WITH A MINIMUM 4 INCH LAYER OF TOPSOIL AND SEED.
3. THE CONTRACTOR SHALL RESTORE MULCH AREAS WITH A MINIMUM 3 INCH LAYER OF MULCH .
4. THE MAXIMUM SLOPE ALLOWABLE IN LANDSCAPE RESTORATION AREAS SHALL BE 3 FEET HORIZONTAL TO 1 FOOT VERTICAL (3:1 SLOPE) UNLESS INDICATED OTHERWISE WITHIN THE PLAN SET.
5. THE CONTRACTOR IS REQUIRED TO LOCATE ALL SPRINKLER HEADS IN AREA OF LANDSCAPING DISTURBANCE PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL RELOCATE SPRINKLER HEADS AND LINES IN ACCORDANCE WITH OWNER'S DIRECTION WITHIN AREAS OF DISTURBANCE.
6. THE CONTRACTOR SHALL ENSURE THAT ALL DISTURBED LANDSCAPED AREAS ARE GRADED TO MEET FLUSH AT THE ELEVATION OF WALKWAYS AND TOP OF CURB ELEVATIONS EXCEPT UNLESS INDICATED OTHERWISE WITHIN THE PLAN SET. NO ABRUPT CHANGES IN GRADE ARE PERMITTED IN DISTURBED LANDSCAPING AREAS.

20' 0' 20' 40'
GRAPHIC SCALE IN FEET
1" = 20'

| ISSUE | DATE | BY | DESCRIPTION |
|---|---|---|---|
| 6 | 04/01/2026 | JRC | REVISED PER BUILD REVIEW |
| 5 | 03/06/2026 | JRC | REVISED PER VILLAGE ENGINEERING REVIEW #2 |
| 4 | 02/17/2026 | JRC | REVISED PER VILLAGE ENGINEERING REVIEW #1 |
| 3 | 12/09/2025 | JS/JRC | SUBMISSION FOR ENGINEERING APPROVAL |
| 2 | 09/03/2025 | NL | PHOTOMETRIC PLAN FOR FINAL PUD APPROVAL |
| 1 | 06/27/2025 | MU | LANDSCAPING PLAN FOR PRELIMINARY PUD APPROVAL |

NOT APPROVED FOR CONSTRUCTION


STONEFIELD engineering & design
Birmingham, MI · New York, NY · Salem, MA
Princeton, NJ · Tampa, FL · Rutherford, NJ
www.stonefieldeng.com
555 S. Old Woodward Avenue, Suite 12L, Birmingham, MI 48009
Phone 248.247.1115


SITE DEVELOPMENT PLANS

# PRIMROSE SCHOOLS

## PROPOSED DAY CARE

PIN: 16-23-204-018
135 N. PFINGSTEN ROAD
VILLAGE OF DEERFIELD
LAKE COUNTY, ILLINOIS 60015

JONATHAN REID COOKSEY — LICENSED PROFESSIONAL ENGINEER — No. 062061144 — ILLINOIS
JONATHAN REID COOKSEY, P.E.
ILLINOIS LICENSE No. 062061144
LICENSE EXPIRATION: 11/30/2027

STONEFIELD engineering & design

SCALE: 1" = 20' | PROJECT ID: DET-250271

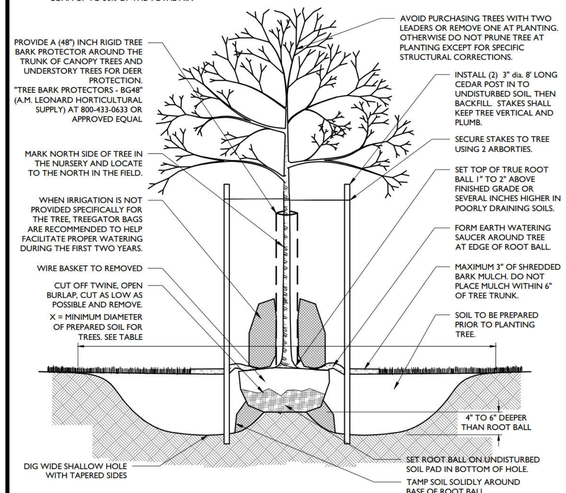
TITLE: LANDSCAPING PLAN

DRAWING: C-8.0

V:\DET\2025\DET-250271.01 CAD\D - 135 NORTH PFINGSTEN ROAD, DEERFIELD, IL\CAD\PLOT\PDF\LANDSCAPING

NOTES:

1. FOR CONTAINER-GROWN TREES, USE FINGERS OR SMALL HAND TOOLS TO PULL THE ROOTS OUT OF THE OUTER LAYER OF POTTING SOIL; THEN CUT OR PULL APART ANY ROOTS CIRCLING THE PERIMETER OF THE CONTAINER.
2. THOROUGHLY SOAK THE TREE ROOT BALL AND ADJACENT PREPARED SOIL SEVERAL TIMES DURING THE FIRST MONTH AFTER PLANTING AND REGULARLY THROUGHOUT THE FOLLOWING TWO SUMMERS.
3. SOIL AMENDMENTS:
   - MODIFY HEAVY CLAY OR SILT SOILS (MORE THAN 40% CLAY OR SILT) BY ADDING COMPOSTED PINE BARK (UP TO 30% BY VOLUME) OR GYPSUM
   - MODIFY EXTREMELY SANDY SOILDS (MORE THAN 85% SAND) BY ADDING ORGANIC MATTER AND/OR DRY, SHREDDED CLAY LOAM UP TO 30% OF THE TOTAL MIX



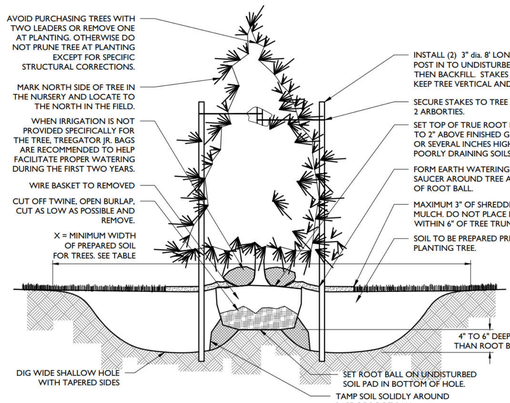

## DECIDUOUS TREE PLANTING DETAIL

NOT TO SCALE

1

NOTES:

1. FOR CONTAINER-GROWN TREES, USE FINGERS OR SMALL HAND TOOLS TO PULL THE ROOTS OUT OF THE OUTER LAYER OF POTTING SOIL; THEN CUT OR PULL APART ANY ROOTS CIRCLING THE PERIMETER OF THE CONTAINER.
2. THOROUGHLY SOAK THE TREE ROOT BALL AND ADJACENT PREPARED SOIL SEVERAL TIMES DURING THE FIRST MONTH AFTER PLANTING AND REGULARLY THROUGHOUT THE FOLLOWING TWO SUMMERS.
3. SOIL AMENDMENTS:
   - MODIFY HEAVY CLAY OR SILT SOILS (MORE THAN 40% CLAY OR SILT) BY ADDING COMPOSTED PINE BARK (UP TO 30% BY VOLUME) OR GYPSUM
   - MODIFY EXTREMELY SANDY SOILS (MORE THAN 85% SAND) BY ADDING ORGANIC MATTER AND/OR DRY, SHREDDED CLAY LOAM UP TO 30% OF THE TOTAL MIX

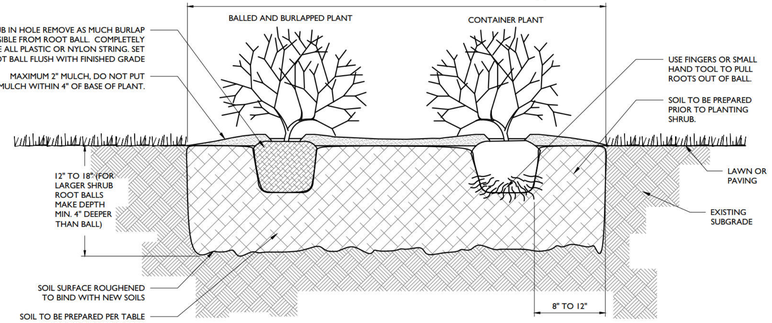



## CONIFEROUS TREE PLANTING DETAIL

NOT TO SCALE

2

PREPARE SOIL IN THE ENTIRE BED USING PROCEDURES OUTLINED IN TABLE (X)




## DECIDUOUS AND EVERGREEN SHRUB PLANTING DETAIL

NOT TO SCALE

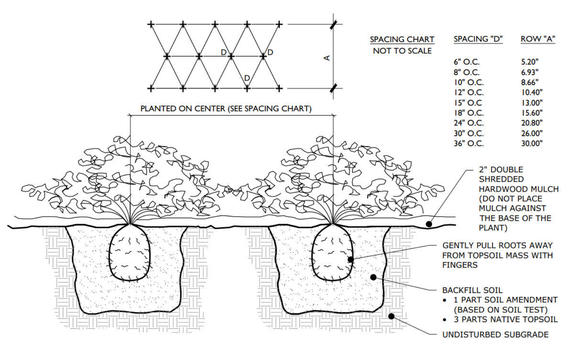
3

NOTES:

1. FOR THE CONTAINER-GROWN SHRUBS, USE FINGERS OR SMALL HAND TOOL TO PULL THE ROOTS OUT OF THE OUTER LAYER OF POTTING SOIL; THEN CUT OR PULL APART ANY ROOTS CIRCLING THE PERIMETER OF THE CONTAINER.
2. THOROUGHLY SOAK THE SHRUB ROOT BALL AND ADJACENT PREPARED SOIL SEVERAL TIMES DURING THE FIRST MONTH AFTER PLANTING AND REGULARLY THROUGHOUT THE FOLLOWING TWO SUMMERS.
   - MODIFY HEAVY CLAY OR SILT SOILS (MORE THAN 40% CLAY OR SILT) BY ADDING COMPOSTED PINE BARK (UP TO 30% BY VOLUME) OR GYPSUM
   - MODIFY EXTREMELY SANDY SOILS (MORE THAN 85% SAND) BY ADDING ORGANIC MATTER AND/OR DRY, SHREDDED CLAY LOAM UP TO 30% OF THE TOTAL

NOTES:

1. THOROUGHLY SOAK THE GROUND COVER ROOT BALL AND ADJACENT PREPARED SOIL SEVERAL TIMES DURING THE FIRST MONTH AFTER PLANTING AND REGULARLY THROUGHOUT THE FOLLOWING TWO SUMMERS.
2. SOIL AMENDMENTS:
   - MODIFY HEAVY CLAY OR SILT SOILDS (MORE THAN 40% CLAY OR SILT) BY ADDING COMPOSTED PINE BARK (UP TO 30% BY VOLUME) OR GYPSUM
   - MODIFY EXTREMELY SANDY SOILDS (MORE THAN 85% SAND) BY ADDING ORGANIC MATTER AND/OR DRY, SHREDDED CLAY LOAM UP TO 30% OF THE TOTAL MIX
3. ALL GROUND COVER AREAS SHALL BE TREATED WITH A PRE-EMERGENT PER MANUFACTURER'S SPECIFICATIONS



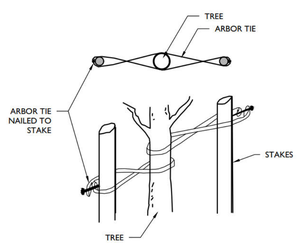

SPACING CHART
NOT TO SCALE

| SPACING "D" | ROW "A" |
|---|---|
| 6" O.C. | 5.20" |
| 8" O.C. | 6.93" |
| 10" O.C. | 8.66" |
| 12" O.C. | 10.40" |
| 15" O.C. | 13.00" |
| 18" O.C. | 15.60" |
| 24" O.C. | 20.80" |
| 30" O.C. | 26.00" |
| 36" O.C. | 30.00" |

## GROUND COVER/PERENNIAL/ANNUAL PLANTING DETAIL

NOT TO SCALE

4




INSTALLATION GUIDELINIES:

1. LOOP TIE AROUND TREE AND NAIL TO CEDAR STAKE.
2. REMOVE ALL STAKING AND TIES AT END OF FIRST GROWING SEASON.
3. FOLD ENDS OF ARBORTIE BACK. SECURE TO STAKES WITH 1" GALVANIZED ROOFING NAIL OR USE A KNOT.
4. CONSULT LANDSCAPE ARCHITECT FOR STAKING OF TREES LARGER THAN 6".
5. SOURCES INCLUDE:
   GEMPLERS 1-800-332-6744 or GEMPLERS.COM
   CSP OUTDOORS 1-800-592-6940 or CSPOUTDOORS.COM

## ARBORTIE DETAIL

NOT TO SCALE

5

**GENERAL LANDSCAPING NOTES:**

1. THE LANDSCAPE CONTRACTOR SHALL FURNISH ALL MATERIALS AND PERFORM ALL WORK IN ACCORDANCE WITH THESE SPECIFICATIONS, APPROVED OR FINAL DRAWINGS, AND INSTRUCTIONS PROVIDED BY THE PROJECT LANDSCAPE DESIGNER, MUNICIPAL OFFICIALS, OR OWNER/OWNER'S REPRESENTATIVE. ALL WORK COMPLETED AND MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH THE INTENTION OF THE SPECIFICATIONS, DRAWINGS, AND INSTRUCTIONS AND EXECUTED WITH THE STANDARD LEVEL OF CARE FOR THE LANDSCAPE INDUSTRY.
2. WORK MUST BE CARRIED OUT ONLY DURING WEATHER CONDITIONS FAVORABLE TO LANDSCAPE CONSTRUCTION AND TO THE HEALTH AND WELFARE OF PLANTS. THE SUITABILITY OF SUCH WEATHER CONDITIONS SHALL BE DETERMINED BY THE PROJECT LANDSCAPE DESIGNER OR GOVERNING MUNICIPAL OFFICIAL.
3. IT IS THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR, BEFORE ORDERING OR PURCHASING MATERIALS, TO PROVIDE SAMPLES OF THOSE MATERIALS TO THE PROJECT LANDSCAPE DESIGNER OR GOVERNING MUNICIPAL OFFICIAL FOR APPROVAL, IF SO REQUESTED.
4. IF SAMPLES ARE REQUESTED, THE LANDSCAPE CONTRACTOR IS TO SUBMIT CERTIFICATION TAGS FROM TREES, SHRUBS AND SEED VERIFYING TYPE AND PURITY.
5. UNLESS OTHERWISE AUTHORIZED BY THE PROJECT LANDSCAPE DESIGNER OR GOVERNING MUNICIPAL OFFICIAL, THE LANDSCAPE CONTRACTOR SHALL PROVIDE NOTICE AT LEAST FORTY-EIGHT HOURS (48 HRS.) IN ADVANCE OF THE ANTICIPATED DELIVERY DATE OF PLANT MATERIALS TO THE PROJECT SITE. A LEGIBLE COPY OF THE INVOICE, SHOWING VARIETIES AND SIZES OF MATERIALS INCLUDED FOR EACH SHIPMENT SHALL BE FURNISHED TO THE PROJECT LANDSCAPE DESIGNER, OR GOVERNING MUNICIPAL OFFICIAL.
6. THE PROJECT LANDSCAPE DESIGNER OR GOVERNING MUNICIPAL OFFICIAL RESERVES THE RIGHT TO INSPECT AND REJECT PLANTS AT ANY TIME AND AT ANY PLACE.

**PROTECTION OF EXISTING VEGETATION NOTES:**

1. BEFORE COMMENCING WORK, ALL EXISTING VEGETATION WHICH COULD BE IMPACTED AS A RESULT OF THE PROPOSED CONSTRUCTION ACTIVITIES MUST BE PROTECTED FROM DAMAGE BY THE INSTALLATION OF TREE PROTECTION FENCING. FENCING SHALL BE LOCATED AT THE DRIP-LINE OR LIMIT OF DISTURBANCE AS DEPICTED WITHIN THE APPROVED OR FINAL PLAN SET, ESTABLISHING THE TREE PROTECTION ZONE. NO TREE INSTALLATION SHALL BE IN ACCORDANCE WITH THE PROVIDED "TREE PROTECTION FENCE DETAIL." NO WORK MAY BEGIN UNTIL THIS REQUIREMENT IS FULFILLED. THE FENCING SHALL BE INSPECTED REGULARLY BY THE LANDSCAPE CONTRACTOR AND MAINTAINED UNTIL ALL CONSTRUCTION ACTIVITIES HAVE BEEN COMPLETED.
2. IN ORDER TO AVOID DAMAGE TO ROOTS, BARK OR LOWER BRANCHES, NO VEHICLE, EQUIPMENT, DEBRIS, OR OTHER MATERIALS SHALL BE DRIVEN, PARKED OR PLACED WITHIN THE TREE PROTECTION ZONE. ALL ON-SITE CONTRACTORS SHALL USE ANY AND ALL PRECAUTIONARY MEASURES WHEN PERFORMING WORK AROUND TREES, WALKS, PAVEMENTS, UTILITIES, AND ANY OTHER FEATURES EITHER NEW OR PREVIOUSLY INSTALLED UNDER THIS CONTRACT.
3. IN RARE INSTANCES WHERE EXCAVATING, FILL, OR GRADING IS REQUIRED WITHIN THE DRIP-LINE OF TREES TO REMAIN, THE WORK SHALL BE PERFORMED AS FOLLOWS:
   - TRENCHING: WHEN TRENCHING OCCURS AROUND TREES TO REMAIN, THE TREE ROOTS SHALL NOT BE CUT, BUT THE TRENCH SHALL BE TUNNELED UNDER OR AROUND THE ROOTS BY CAREFUL HAND DIGGING AND WITHOUT INJURY TO THE ROOTS. NO ROOTS, LIMBS, OR WOODS ARE TO HAVE ANY PAINT OR MATERIAL APPLIED TO ANY SURFACE.
   - RAISING GRADES: WHEN THE GRADE AT AN EXISTING TREE IS BELOW THE NEW FINISHED GRADE, AND FILL NOT EXCEEDING 6 INCHES (6") IS REQUIRED, CLEAN, WASHED GRAVEL FROM ONE TO TWO INCHES (1" - 2") IN SIZE SHALL BE PLACED DIRECTLY AROUND THE TREE TRUNK. THE GRAVEL SHALL EXTEND OUT FROM THE TRUNK ON ALL SIDES A MINIMUM OF 18 INCHES (18") AND FINISH APPROXIMATELY TWO INCHES (2") ABOVE THE FINISH GRADE AT TREE. INSTALL GRAVEL BEFORE ANY EARTH FILL IS PLACED. NEW EARTH FILL SHALL NOT BE LEFT IN CONTACT WITH THE TRUNK OF ANY TREE REQUIRING FILL. WHERE FILL EXCEEDING 6 INCHES (6") IS REQUIRED, A DRY LAID TREE WELL SHALL BE CONSTRUCTED. IF APPLICABLE, TREE WELL INSTALLATION SHALL BE IN ACCORDANCE WITH THE PROVIDED "TREE WELL DETAIL."
   - LOWERING GRADES: EXISTING TREES LOCATED IN AREAS WHERE THE NEW FINISHED GRADE IS TO BE LOWERED, SHALL HAVE RE-GRADING WORK DONE BY HAND TO THE INDICATED ELEVATION, NO GREATER THAN SIX INCHES (6"). ROOTS SHALL BE CUT CLEANLY THREE INCHES (3") BELOW FINISHED GRADE UNDER THE DIRECTION OF A LICENSED ARBORIST. WHERE CUT EXCEEDING 6 INCHES (6") IS REQUIRED, A DRY LAID RETAINING WALL SHALL BE CONSTRUCTED. IF APPLICABLE, THE RETAINING WALL INSTALLATION SHALL BE IN ACCORDANCE WITH THE PROVIDED "TREE RETAINING WALL DETAIL."

**SOIL PREPARATION AND MULCH NOTES:**

1. LANDSCAPE CONTRACTOR SHALL OBTAIN A SOIL TEST OF THE IN-SITU TOPSOIL BY A CERTIFIED SOIL LABORATORY PRIOR TO PLANTING. LANDSCAPE CONTRACTOR SHALL ALLOW FOR A TWO WEEK TURNAROUND TIME FROM SUBMITTAL OF SAMPLE TO NOTIFICATION OF RESULTS.
2. BASED ON SOIL TEST RESULTS, ADJUST THE RATES OF LIME AND FERTILIZER THAT SHALL BE MIXED INTO THE TOP SIX INCHES (6") OF TOPSOIL. THE LIME AND FERTILIZER RATES PROVIDED WITHIN THE "SEED SPECIFICATION" OR "SOD SPECIFICATION" IS APPROXIMATE AND FOR BIDDING PURPOSES ONLY. IF ADDITIONAL AMENDMENTS ARE NECESSARY, ADJUST THE TOPSOIL AS FOLLOWS:
   - MODIFY HEAVY CLAY OR SILT SOILS (MORE THAN 40% CLAY OR SILT) BY ADDING COMPOSTED PINE BARK (UP TO 30% BY VOLUME) OR GYPSUM.
   - MODIFY EXTREMELY SANDY SOILS (MORE THAN 85%) BY ADDING ORGANIC MATTER AND/OR DRY, SHREDDED CLAY LOAM UP TO 30% OF THE TOTAL MIX.
3. TOPSOIL SHALL BE FERTILE, FRIABLE, NATURAL TOPSOIL OF LOAMING CHARACTER, WITHOUT ADMIXTURE OF SUBSOIL MATERIAL OBTAINED FROM A WELL-DRAINED ARABLE SITE, FREE FROM ALL CLAY, LUMPS, COARSE SANDS, STONES, PLANTS, ROOTS, STICKS, AND OTHER FOREIGN MATERIAL GREATER THAN ONE INCH (1").
4. TOPSOIL SHALL HAVE A PH RANGE OF 5.0-7.0 AND SHALL NOT CONTAIN LESS THAN 6% ORGANIC MATTER BY WEIGHT.
5. OBTAIN TOPSOIL ONLY FROM LOCAL SOURCES OR FROM AREAS HAVING SIMILAR SOIL CHARACTERISTICS TO THAT FOUND AT THE PROJECT SITE.
6. CONTRACTOR SHALL PROVIDE A SIX INCH (6") DEEP LAYER OF TOPSOIL IN ALL PLANTING AREAS. TOPSOIL SHALL BE SPREAD OVER A PREPARED SURFACE IN A UNIFORM LAYER TO ACHIEVE THE DESIRED COMPACTED THICKNESS. THE SPREADING OF TOPSOIL SHALL NOT BE CONDUCTED UNDER MUDDY OR FROZEN SOIL CONDITIONS.
7. UNLESS OTHERWISE NOTED IN THE CONTRACT, THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION OF TOPSOIL AND THE ESTABLISHMENT OF FINE-GRADING WITHIN THE DISTURBED AREA OF THE SITE.
8. LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE SUB-GRADE ELEVATION MEETS THE FINISHED GRADE ELEVATION (LESS THE REQUIRED TOPSOIL) IN ACCORDANCE WITH THE APPROVED OR FINAL GRADING PLAN.
9. ALL LAWN AND PLANTING AREAS SHALL BE GRADED TO A SMOOTH, EVEN AND UNIFORM PLANE WITH NO ABRUPT CHANGE OF SURFACE AS DEPICTED WITHIN THE APPROVED OR FINAL CONSTRUCTION SET UNLESS OTHERWISE DIRECTED BY THE PROJECT LANDSCAPE DESIGNER OR MUNICIPAL OFFICIAL.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROPER SURFACE AND SUBSURFACE PLANT BED DRAINAGE PRIOR TO THE INSTALLATION OF PLANTINGS. IF POOR DRAINAGE CONDITIONS EXIST, CORRECTIVE ACTION SHALL BE TAKEN PRIOR TO INSTALLATION. ALL PLANTING AND LAWN AREAS SHALL BE GRADED AND MAINTAINED TO ALLOW A FREE FLOW OF SURFACE WATER.
11. DOUBLE SHREDDED HARDWOOD MULCH OR APPROVED EQUAL SHALL BE USED AS A THREE INCH (3") TOP DRESSING IN ALL SHRUB PLANTING BEDS AND AROUND ALL TREES PLANTED BY LANDSCAPE CONTRACTOR. GROUND COVER, PERENNIAL, AND ANNUAL PLANTING BEDS SHALL BE MULCHED WITH A TWO INCH (2") TOP DRESSING. SINGLE TREES OR SHRUBS SHALL BE MULCHED TO AVOID CONTACT WITH TRUNK OR PLANT STEM. MULCH SHALL BE OF SUFFICIENT CHARACTER AS NOT TO BE EASILY DISPLACED BY WIND OR WATER RUNOFF.
12. WHENEVER POSSIBLE, THE SOIL PREPARATION AREA SHALL BE CONNECTED FROM PLANTING TO PLANTING.
13. SOIL SHALL BE LOOSENED WITH A BACKHOE OR OTHER LARGE COARSE-TILING EQUIPMENT UNLESS THE SOIL IS FROZEN OR EXCESSIVELY WET. TILING THAT PRODUCES LARGE, COARSE CHUNKS OF SOIL IS PREFERABLE TO TILING THAT RESULTS IN FINE GRAINS UNIFORM IN TEXTURE. AFTER THE AREA IS LOOSENED IT SHALL NOT BE DRIVEN OVER BY ANY VEHICLE.
14. APPLY PRE-EMERGENT WEED CONTROL TO ALL PLANT BEDS PRIOR TO MULCHING. ENSURE COMPATIBILITY BETWEEN PRODUCT AND PLANT MATERIAL.
15. ALL PLANTING SOIL SHALL BE AMENDED WITH THE FOLLOWING:

MYCRO® TREE SAVER - A DRY GRANULAR MYCORRHIZAL FUNGI INOCULANT THAT IS MIXED IN THE BACKFILL WHEN PLANTING TREES AND SHRUBS. IT CONTAINS SPORES OF BOTH ECTOMYCORRHIZAL AND VA MYCORRHIZAL FUNGI (VAM), BENEFICIAL RHIZOSPHERE BACTERIA, TERRA-SORB SUPERABSORBENT HYDROGEL TO REDUCE WATER LEACHING, AND SELECTED ORGANIC MICROBIAL NUTRIENTS.

- DIRECTIONS FOR USE: USE 3-OZ PER EACH FOOT DIAMETER OF THE ROOT BALL, OR 3-OZ PER INCH CALIPER. MIX INTO THE BACKFILL WHEN TRANSPLANTING TREES AND SHRUBS. MIX PRODUCT IN A RING-SHAPED VOLUME OF SOIL AROUND THE UPPER PORTION OF THE ROOT BALL, EXTENDING FROM THE SOIL SURFACE TO A DEPTH OF ABOUT 8 INCHES, AND EXTENDING OUT FROM THE ROOT BALL ABOUT 8 INCHES INTO THE BACKFILL. APPLY WATER TO SOIL SATURATION.
- MYCORB TREE SAVER® IS EFFECTIVE FOR ALL TREE AND SHRUB SPECIES EXCEPT RHODODENDRONS, AZALEAS, AND MOUNTAIN LAUREL, WHICH REQUIRE ERICOID MYCORRHIZAE.
- SOIL PH: THE FUNGI IN THIS PRODUCT WERE CHOSEN BASED ON THEIR ABILITY TO SURVIVE AND COLONIZE PLANT ROOTS IN A PH RANGE OF 3 TO 9.
- FUNGICIDES: THE USE OF CERTAIN FUNGICIDES CAN HAVE A DETRIMENTAL EFFECT ON THE INOCULATION PROGRAM. SOIL APPLICATION OF ANY FUNGICIDE IS NOT RECOMMENDED FOR TWO WEEKS AFTER APPLICATION.
- OTHER PESTICIDES: HERBICIDES AND INSECTICIDES DO NOT NORMALLY INTERFERE WITH MYCORRHIZAL FUNGAL DEVELOPMENT, BUT MAY INHIBIT THE GROWTH OF SOME TREE AND SHRUB SPECIES IF NOT USED PROPERLY.

HEALTHY START MACRO TABS 12-8-8

- FERTILIZER TABLETS ARE PLACED IN THE UPPER 4 INCHES OF BACKFILL SOIL WHEN PLANTING TREES AND SHRUBS.
- TABLETS ARE FORMULATED FOR LONG-TERM RELEASE BY SLOW BIODEGRADATION, AND LAST UP TO 2 YEARS AFTER PLANTING. TABLETS CONTAIN 12-8-8 NPK FERTILIZER, AS WELL AS A MINIMUM OF SEVEN PERCENT (7%) HUMIC ACID BY WEIGHT, MICROBIAL NUTRIENTS DERIVED FROM SEA KELP, PROTEIN BYPRODUCTS, AND YUCCA SCHIDIGERA, AND A COMPLEMENT OF BENEFICIAL RHIZOSPHERE BACTERIA. THE STANDARD 21 GRAM TABLET IS SPECIFIED HERE. DIRECTIONS FOR USE: FOR PLANTING BALLED & BURLAPPED (B&B) TREES AND SHRUBS, MEASURE THE THICKNESS OF THE TRUNK, AND USE ABOUT 1 TABLET (21-G) PER HALF-INCH. PLACE THE TABLETS DIRECTLY NEXT TO THE ROOT BALL, EVENLY DISTRIBUTED AROUND ITS PERIMETER, AT A DEPTH OF ABOUT 4 INCHES.

**IRRIGATION DURING ESTABLISHMENT**

| SIZE AT PLANTING | IRRIGATION FOR VITALITY | IRRIGATION FOR SURVIVAL |
|---|---|---|
| < 2" CALIPER | DAILY FOR TWO WEEKS, EVERY OTHER DAY FOR TWO MONTHS, WEEKLY UNTIL ESTABLISHED | TWO TO THREE TIMES WEEKLY FOR TWO TO THREE MONTHS |
| 2"-4 CALIPER | DAILY FOR ONE MONTH, EVERY OTHER DAY FOR THREE MONTHS, WEEKLY UNTIL ESTABLISHED | TWO TO THREE TIMES WEEKLY FOR THREE TO FOUR MONTHS |
| 4 >" CALIPER | DAILY FOR SIX WEEKS, EVERY OTHER DAY FOR FIVE MONTHS, WEEKLY UNTIL ESTABLISHED | TWICE WEEKLY FOR FOUR TO FIVE MONTHS |

TABLE NOTES:
1. AT EACH IRRIGATION, APPLY TWO TO THREE GALLONS PER INCH TRUNK CALIPER TO THE ROOT BALL SURFACE. APPLY IT IN A MANNER SO ALL WATER SOAKS THE ENTIRE ROOT BALL. DO NOT WATER IF ROOT BALL IS WET/SATURATED ON THE IRRIGATION DAY.

2. WHEN IRRIGATING FOR VITALITY, DELETE DAILY IRRIGATION WHEN PLANTING IN WINTER OR WHEN PLANTING IN COOL CLIMATES. ESTABLISHMENT TAKES THREE TO FOUR MONTHS PER INCH TRUNK CALIPER. NEVER APPLY IRRIGATION IF THE SOIL IS SATURATED.

3. WHEN IRRIGATION FOR SURVIVAL, TREES TAKE MUCH LONGER TO ESTABLISH THAN REGULARLY IRRIGATED TREES. IRRIGATION MAY BE REQUIRED IN THE NORMAL HOT, DRY PORTIONS OF THE FOLLOWING YEAR.

**PLANT QUALITY AND HANDLING NOTES:**

1. ALL PLANT MATERIAL SHALL CONFORM TO THE AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1-2004) OR LATEST REVISION AS PUBLISHED BY THE AMERICAN NURSERY AND LANDSCAPE ASSOCIATION.
2. IN ALL CASES, BOTANICAL NAMES LISTED WITHIN THE APPROVED OR FINAL PLANT LIST SHALL TAKE PRECEDENCE OVER COMMON NAMES.
3. ALL PLANTS SHALL BE OF SELECTED SPECIMEN QUALITY, EXCEPTIONALLY HEAVY, TIGHTLY KNIT, SO TRAINED OR FAVORED IN THEIR DEVELOPMENT AND APPEARANCE AS TO BE SUPERIOR IN FORM, NUMBER OF BRANCHES, COMPACTNESS AND SYMMETRY. ALL PLANTS SHALL HAVE A NORMAL HABIT OR SOUND, HEALTHY, VIGOROUS PLANTS WITH WELL DEVELOPED ROOT SYSTEM. PLANTS SHALL BE FREE OF DISEASE, INSECT PESTS, EGGS OR LARVAE.
4. PLANTS SHALL NOT BE PRUNED BEFORE DELIVERY. TREES WITH ABRASION OF THE BARK, SUNSCALDS, DISFIGURING KNOTS OR FRESH CUTS OF LIMBS OVER ONE AND ONE-FOURTH INCHES (1-1/4") WHICH HAVE NOT COMPLETELY CALLOUSED SHALL BE REJECTED.
5. ALL PLANTS SHALL BE TYPICAL OF THEIR SPECIES OR VARIETY AND SHALL HAVE A NORMAL HABIT OF GROWTH AND BE LEGIBLY TAGGED WITH THE PROPER NAME AND SIZE.
6. THE ROOT SYSTEM OF EACH PLANT SHALL BE WELL PROVIDED WITH FIBROUS ROOTS. ALL PARTS SHALL BE SOUND, HEALTHY, VIGOROUS, WELL-BRANCHED AND DENSELY FOLIATED WHEN IN LEAF.
7. ALL PLANTS DESIGNATED BALL AND BURLAP (B&B) MUST BE MOVED WITH THE ROOT SYSTEM AS SOLID UNITS WITH BALLS OF EARTH FIRMLY WRAPPED WITH BURLAP. THE DIAMETER AND DEPTH OF THE BALLS OF EARTH MUST BE SUFFICIENT TO ENCOMPASS THE FIBROUS ROOT FEEDING SYSTEMS NECESSARY FOR THE HEALTHY DEVELOPMENT OF THE PLANT. NO PLANT SHALL BE ACCEPTED WHEN THE BALL OF EARTH SURROUNDING ITS ROOTS HAS BEEN BADLY CRACKED OR BROKEN PREPARATORY TO OR DURING THE PROCESS OF PLANTING. THE BALLS SHALL REMAIN INTACT DURING ALL OPERATIONS. ALL PLANTS THAT CANNOT BE PLANTED AT ONCE MUST BE HEELED-IN BY SETTING IN THE GROUND AND COVERING THE BALLS WITH SOIL OR MULCH AND THEN WATERING. HEMP BURLAP AND TWINE IS PREFERABLE TO TREATED. IF TREATED BURLAP IS USED, ALL TWINE IS TO BE CUT FROM AROUND THE TRUNK AND ALL BURLAP IS TO BE REMOVED.
8. PLANTS TRANSPORTED TO THE PROJECT IN OPEN VEHICLES SHALL BE COVERED WITH TARPS OR OTHER SUITABLE COVERS SECURELY FASTENED TO THE BODY OF THE VEHICLE TO PREVENT INJURY TO THE PLANTS. CLOSED VEHICLES SHALL BE ADEQUATELY VENTILATED TO PREVENT OVERHEATING OF THE PLANTS. EVIDENCE OF INADEQUATE PROTECTION FOLLOWING DIGGING, CARELESSNESS WHILE IN TRANSIT OR IMPROPER HANDLING OR STORAGE SHALL BE CAUSE FOR REJECTION OF PLANT MATERIAL. ALL PLANTS SHALL BE KEPT MOIST, FRESH, AND PROTECTED. SUCH PROTECTION SHALL ENCOMPASS THE ENTIRE PERIOD DURING WHICH THE PLANTS ARE IN TRANSIT, BEING HANDLED, OR ARE IN TEMPORARY STORAGE.
9. ALL PLANT MATERIAL SHALL BE INSTALLED IN ACCORDANCE WITH THE CORRESPONDING LANDSCAPE PLAN AND PLANTING DETAILS.
10. LANDSCAPE CONTRACTOR SHALL MAKE BEST EFFORT TO INSTALL PLANTINGS ON THE SAME DAY AS DELIVERY. IF PLANTS ARE NOT PLANTED IMMEDIATELY ON SITE, PROPER CARE SHALL BE TAKEN TO PLACE THE PLANTINGS IN PARTIAL SHADE WHEN POSSIBLE. THE ROOT BALL SHALL BE KEPT MOIST AT ALL TIMES AND COVERED WITH MOISTENED MULCH OR AGED WOODCHIPS. PROPER IRRIGATION SHALL BE SUPPLIED SO AS TO NOT ALLOW THE ROOT BALL TO DRY OUT. PLANTINGS SHALL BE UNTIED AND PROPER SPACING SHALL BE ALLOTTED FOR AIR CIRCULATION AND TO PREVENT DISEASE, WILTING, AND LEAF LOSS. PLANTS THAT REMAIN UNPLANTED FOR A PERIOD OF TIME GREATER THAN THREE (3) DAYS SHALL BE HEALED IN WITH TOPSOIL OR MULCH AND WATERED AS REQUIRED TO PRESERVE ROOT MOISTURE.
11. NO PLANT MATERIAL SHALL BE PLANTED IN MUDDY OR FROZEN SOIL.
12. PLANTS WITH INJURED ROOTS OR BRANCHES SHALL BE PRUNED PRIOR TO PLANTING UTILIZING CLEAN, SHARP TOOLS. ONLY DISEASED OR INJURED PLANTS SHALL BE REMOVED.
13. IF ROCK OR OTHER UNDERGROUND OBSTRUCTION IS ENCOUNTERED, THE LANDSCAPE DESIGNER RESERVES THE RIGHT TO RELOCATE OR ENLARGE PLANTING PITS OR DELETE PLANT MATERIAL FROM THE CONTRACT.
14. IF PLANTS ARE PROPOSED WITHIN SIGHT TRIANGLES, TREES SHALL BE LIMBED AND MAINTAINED TO A HEIGHT OF EIGHT FEET (8') ABOVE GRADE, AND SHRUBS, GROUND COVER, PERENNIALS, AND ANNUALS SHALL BE MAINTAINED TO A HEIGHT NOT TO EXCEED TWO FEET (2') ABOVE GRADE UNLESS OTHERWISE NOTED OR SPECIFIED BY THE GOVERNING MUNICIPALITY OR AGENCY.
15. INSTALLATION SHALL OCCUR DURING THE FOLLOWING SEASONS:
    PLANTS (MARCH 15 - DECEMBER 15)
    LAWNS (MARCH 15 - JUNE 15 OR SEPTEMBER 1 - DECEMBER 1)
16. THE FOLLOWING TREES ARE SUSCEPTIBLE TO T

**EXHIBIT P**

**UTILITY PLANS**

## NOTES:

1. EX. ITEMS SHALL BE FIELD VERIFIED. RELOCATION OR ADJUSTMENT MAY BE NEEDED. CONTRACTOR TO VERIFY.
2. CONTRACTOR SHALL VERIFY ALL WORK, INCLUDING BUT LIMITED TO, SIZES, MATERIALS AND LOCATION, WITH UTILITY COMPANIES PRIOR TO INSTALLATION.
3. VERIFY SERVICE LOCATIONS WITH BUILDING PLANS PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER OF ANY DISCREPANCIES.
4. RIM GRADES ALONG CURBS ARE FLOW LINE ELEVATIONS.
5. SEE SPECIFICATIONS SHEET FOR ALL STORM, SANITARY, AND WATER PIPE AND STRUCTURE SPECIFICATIONS.
6. ALL UTILITY TIE DIMENSIONS ARE FROM CENTER OF UTILITY AND TO BACK OF CURB WHEN TIED TO CURB LINES, UNLESS OTHERWISE NOTED.
7. CONTRACTOR TO INSPECT EXISTING SEWER AT POINT OF CONNECTION. CONTRACTOR TO VERIFY THAT EXISTING PIPE IS IN GOOD WORKING CONDITION. CONTRACTOR TO REPAIR AS REQUIRED.
8. CONTRACTOR TO NOTIFY OWNER/ENGINEER IF CONFLICTS OCCUR.
9. NEW OPENING/CONNECTIONS TO EXISTING COMBINED AND SANITARY MANHOLE/STRUCTURES SHALL BE CORE-DRILLED AND UTILIZE RUBBER BOOTS CONFORMING TO ASTM C-923.
10. ALL ON SITE GRAVITY PIPES AND STRUCTURES ARE REQUIRED TO BE TELEVISED TO ENSURE THEY ARE IN ACCEPTABLE CONDITION AND ARE FUNCTIONAL. IF AN EXISTING PIPE IS IDENTIFIED AS HAVING BACK PITCH OR IS IN SUBSTANDARD CONDITION, ITS REMOVAL AND REPLACEMENT SHALL BE INCORPORATED INTO THE PLANS.
11. ALL EXISTING AND PROPOSED WATER MAIN IS TO BE SOUNDED TO CHECK FOR LEAKS PRIOR TO FINAL APPROVAL.
12. THE CONTRACTOR MUST USE THE EXISTING WATER MAIN ON PFINGSTEN ROAD AS THEIR SOURCE. THE PROPOSED WATER MAIN SHALL NOT BE LOOPED UNTIL ALL TESTING REQUIREMENTS HAVE BEEN PASSED. A SECOND CONNECTION IS NOT PERMITTED UNTIL THE VILLAGE HAS GIVEN APPROVAL.

## SYMBOL AND LINE LEGEND

| | | | |
|---|---|---|---|
| VALVE VAULT | W | W | WATERMAIN PIPE |
| WATER B-BOX | | | STORM SEWER PIPE |
| WATER VALVE BOX | | | STORM UNDERDRAIN |
| FIRE HYDRANT | | | SANITARY SEWER PIPE |
| WELL HEAD | IRR | IRR | IRRIGATION SLEEVE/PIPING |
| FIRE DEPARTMENT CONNECTION | E | E | ELECTRICAL DUCT BANK |
| STORM INLET | G | G | NATURAL GAS LINE |
| STORM MANHOLE | COM | COM | COMMUNICATIONS LINE |
| CATCH BASIN | CWS | CWS | CHILLED WATER SUPPLY |
| STORM CLEANOUT | CWR | CWR | CHILLED WATER RETURN |
| DOWNSPOUT | TV | TV | TELEVISION CABLE |
| FLARED END SECTION | UGW | UGW | UNDERGROUND WIRE |
| SANITARY MANHOLE | T | T | TELEPHONE CABLE |
| SANITARY CLEANOUT | FO | FO | FIBER OPTIC CABLE |
| LIGHT POLE | A | A | AERIAL WIRES |
| TELEPHONE MANHOLE | | | CONSTRUCTION LIMITS |
| POWER POLE | | | PROPERTY LINE |
| GAS VALVE | | | EASEMENT LINE |
| GAS METER | | | VENT LINE |
| HAND HOLE | HWL | HWL | HIGH WATER LINE |
| MAIL BOX | NWL | NWL | NORMAL WATER LINE |
| ELECTRICAL MANHOLE | | | CHAIN LINK FENCE |
| CABLE TV PEDESTAL | X | X | BARBED-WIRE FENCE |
| TELEPHONE PEDESTAL | | | WOODEN FENCE |
| TRAFFIC OR STREET SIGN | | | SILT FENCE |
| SOIL BORING | | | |
| 21.56 SPOT ELEVATION | | | DECIDUOUS TREE |
| SURFLACE FLOW | | | SHRUB OR BUSH |
| 100-YEAR OVERFLOW | | | EVERGREEN TREE |

GRAPHIC SCALE
40 0 20 40 80
( IN FEET )
1 inch = 40 ft.

| NO. | DATE | DESCRIPTION |
|---|---|---|
| 1 | 10/31/25 | ISSUED FOR PERMIT |
| 2 | 01/09/26 | ISSUED FOR PERMIT |
| 5 | 06/15/26 | VILLAGE RESUBMITTAL |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IL Design Firm: 184006777-0002

rtm engineering consultants


SHEET NAME: OVERALL UTILITY

PROJECT NAME: BRICKYARDS LOFTS
155 N. PFINGSTEN RD.
DEERFIELD, IL

PROJECT No. 24.012254.5354

SHEET No. C4.0
OF 14 SHEETS


User: lucas.keller File: \\Vaciadlnk\core1\CIVIL\01-Proj\12254.5354 BAUM Brickyards\103 DESIGN DRAWINGS\02 SHEET SETS\C4.0 UTILITY.dwg Time: Jun 09, 2026 - 10:34am

## NOTES:

1. EX. ITEMS SHALL BE FIELD VERIFIED. RELOCATION OR ADJUSTMENT MAY BE NEEDED. CONTRACTOR TO VERIFY.
2. CONTRACTOR SHALL VERIFY ALL WORK, INCLUDING BUT LIMITED TO, SIZES, MATERIALS AND LOCATION, WITH UTILITY COMPANIES PRIOR TO INSTALLATION.
3. VERIFY SERVICE LOCATIONS WITH BUILDING PLANS PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER OF ANY DISCREPANCIES.
4. RIM GRADES ALONG CURBS ARE FLOW LINE ELEVATIONS.
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PUBLIC STREET
N. PFINGSTEN RD.
EX. STM. INL. W/ SEDIMENT
RIM = 673.82
INV. = 673.52
ASPHALT
EX. 25 LF - 12" CMP STM. SEW.
EX. 12" CMP FES
INV. = 670.13
CONCRETE WALK
CONCRETE SWALE
RIP RAP
STREET NAME SIGN
TRAFFIC SIGN
APPROXIMATE LIMITS OF TREE LINE
BRICK SIGN
CH=N59°56'47"E, 115.51
R=743.51
A=115.62
S34°30'32"E
25.00
15'
10'
S36°26'12"E
331.46
CH=N34°25'28"E, 552.49
R=768.51
A=565.14
PROPOSED GARAGES
FFE = 673.37
PROPOSED GARAGES
FFE = 673.37
360.0
VACATED BY PLAT REC. JULY 10, 1989 AS DOC. NO. 2889125
VACATED DEER LAKE ROAD
15 FT. COMMONWEALTH EDISON CO. EASEMENT PER DOC. 2889125
10 FT. EASEMENT
CONC. SWALE
3 LF - 8" PE 4710 DR9 WATER MAIN PER AWWA C906
22.5° BEND
45° BEND
4 LF - 8" PE 4710 DR9 WATER MAIN PER AWWA C906
8"X8" TEE
PROP. HYDRANT REPLACEMENT
42 LF - 8" PE 4710 DR9 WATER MAIN PER AWWA C906
FFE = 675.31
299 LF - 8" PE 4710 DR9 WATER MAIN PER AWWA C906
TRACER WIRE TO BE PROVIDED ALONG PROPOSED WATER MAIN
BRICK COLUMNS & ARCH
FFE = 675.25
CONTROL BOX
FFE = 675.31
BRICK COLUMNS & ARCH
CONTRACTOR TO POTHOLE CROSSINGS TO ENSURE TV LINES CAN BE WORKED AROUND
45° BEND
8"X6" TEE
14 LF - 8" PE 4710 DR9 WATER MAIN PER AWWA C906
PROP. HYDRANT
8 LF - 6" PE 4710 DR9 WATER MAIN PER AWWA C906
PROP. VALVE RIM. 670.66
EX. CATCH BASIN
RIM = 669.68
INV. = 667.35
140 LF - 8" PE 4710 DR9 WATER MAIN PER AWWA C906
FFE = 675.21
3 STORY BRICK & STEEL OFFICE BUILDING
155 PFINGSTEN ROAD
(±40,265 SQ. FT.)
LOT 2
DEERFIELD BRICKYARDS RESUBDIVISION
RECORDED SEPT. 28, 1989 AS DOC. 2835375
BRICK COLUMNS & ARCH

GRAPHIC SCALE
20 0 10 20 40
( IN FEET )
1 inch = 20 ft.

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| 5 | 06/15/26 | VILLAGE RESUBMITTAL |


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IL Design Firm: 184006777-0002


SHEET NAME: UTILITY PLAN N

PROJECT NAME: BRICKYARDS LOFTS
155 N. PFINGSTEN RD.
DEERFIELD, IL

PROJECT No.
24.012254.5354

SHEET No.
C4.1
OF 14 SHEETS


User: lucas.keller File: \\Vaccldfnk\com1\CIVIL\01-Proj\12254.5354 BAUM Brickyards\03 DESIGN DRAWINGS\02 SHEET SET\C4.0 UTILITY.dwg Time: Jun 09, 2026 - 10:35am

## NOTES:

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| 3 | 03/13/26 | PERMIT REVISION |
| 5 | 06/15/26 | VILLAGE RESUBMITTAL |


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Telephone: (847) 756 - 4180
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IL Design Firm: 184006777-0002


SHEET NAME: UTILITY PLAN SW

PROJECT NAME: BRICKYARDS LOFTS
155 N. PFINGSTEN RD.
DEERFIELD, IL

PROJECT No. 24.012254.5354

SHEET No. C4.2
OF 14 SHEETS

GRAPHIC SCALE
20 0 10 20 40
( IN FEET )
1 inch = 20 ft.


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IL Design Firm: 184006777-0002


SHEET NAME: UTILITY PLAN SE

PROJECT NAME: BRICKYARDS LOFTS
155 N. PFINGSTEN RD.
DEERFIELD, IL

PROJECT No. 24.012254.5354

SHEET No. C4.3
OF 14 SHEETS

GRAPHIC SCALE
20 0 10 20 40
( IN FEET )
1 inch = 20 ft.


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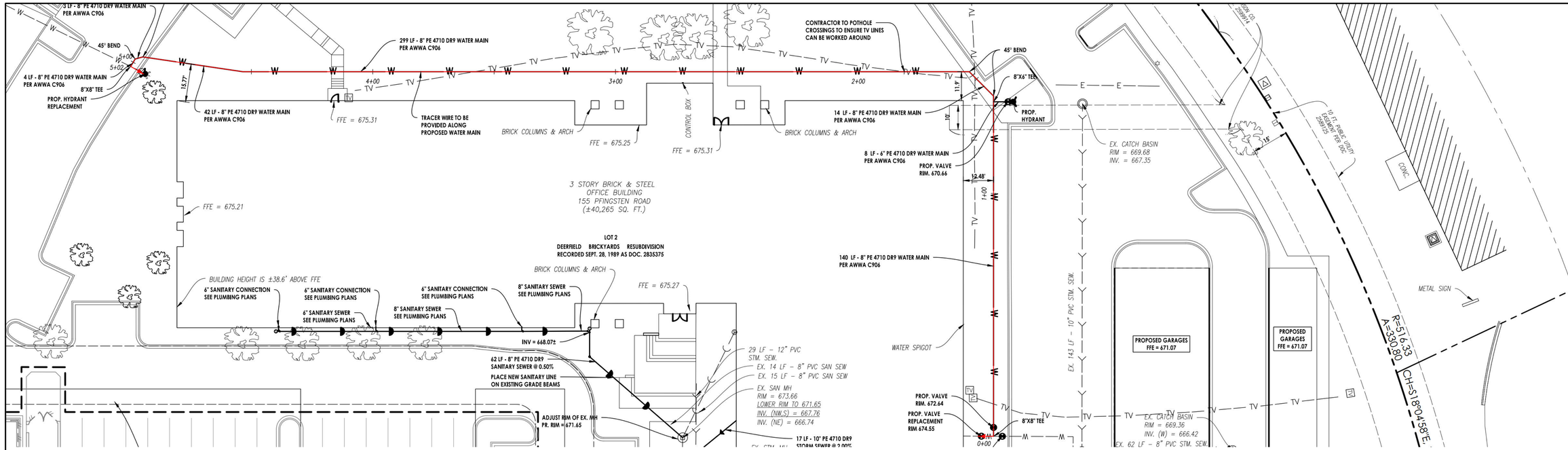


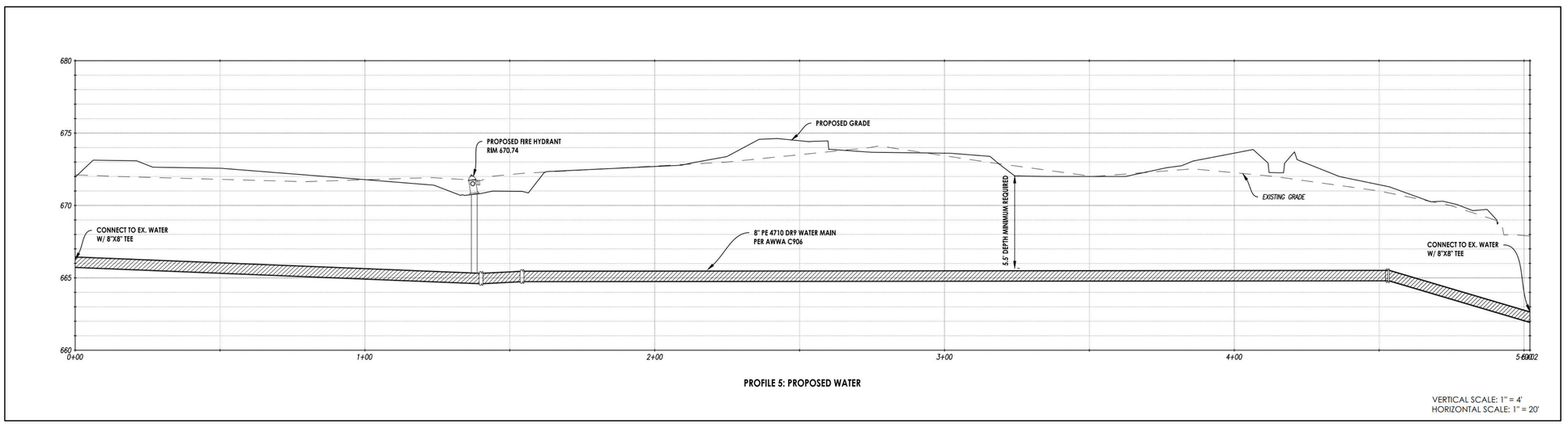


**PROFILE 5: PROPOSED WATER**

VERTICAL SCALE: 1" = 4'
HORIZONTAL SCALE: 1" = 20'

GRAPHIC SCALE
20 0 10 20 40
( IN FEET )
1 inch = 20 ft.

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IL Design Firm: 184006777-0002

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SHEET NAME: UTILITY PROFILES

PROJECT NAME: BRICKYARDS LOFTS
155 N. PFINGSTEN RD. DEERFIELD, IL

PROJECT No. 24.012254.5354

SHEET No. C4.4
OF 14 SHEETS

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**EXHIBIT Q**

**GRADING PLANS**

## NOTES:

1. PROPOSED ELEVATIONS SHOWN ON PROPOSED CURB LINES ARE FLOW LINE ELEVATIONS UNLESS NOTED OTHERWISE. ADD 0.50' TO OBTAIN TOP OF CURB ELEVATIONS.
2. A CONSTANT SLOPE SHALL BE MAINTAINED BETWEEN SPOT GRADES.
3. 2% MINIMUM SLOPE AND 3:1 MAXIMUM SLOPE IN TURF AREAS AND 1% MINIMUM SLOPE AND 5% MAXIMUM SLOPE IN PAVED AREAS.
4. RIM GRADES ALONG CURBS ARE FLOW LINE ELEVATIONS.
5. TOPOGRAPHIC AND BOUNDARY SURVEY PREPARED BY EDWARD J MOLLOY & ASSOCIATES

## LEGEND:

| | EXISTING | PROPOSED |
|---|---|---|
| 1 FOOT CONTOUR | | |
| 5 FOOT CONTOUR | | |
| GRADE | + 0.00 | 0.00 |
| RIDGE LINE | | |
| TOP OF CURB | | C:XX.XX |
| TOP OF WALK | | W:XX.XX |
| TOP OF PAVEMENT | | P:XX.XX |
| FLOW LINE @ DEPRESSED CURB | | D:XX.XX |
| FLOW LINE | | F:XX.XX |
| EDGE OF PAVEMENT | | E:XX.XX |
| FINISHED GROUND | | G:XX.XX |
| RIM GRADE | | R:XX.XX |
| MATCH EXISTING | | ME:XX.XX |
| FINISHED FLOOR | | FF:XX.XX |
| FLOW ARROW | | |
| OVERFLOW | | |

**NOTE FOR DISTURBED AREAS : IF CAP IS REQUIRED BETWEEN EXISTING LANDFILL AND PROPOSED GRADE, THE EXTENTS ARE TO BE DETERMINED BY THE GEOTECH ENGINEER.**

GRAPHIC SCALE
20 0 10 20 40
( IN FEET )
1 inch = 20 ft.

| NO. | DATE | DESCRIPTION |
|---|---|---|
| 1 | 10/31/25 | ISSUED FOR PERMIT |
| 2 | 01/09/26 | ISSUED FOR PERMIT |
| 5 | 06/15/26 | VILLAGE RESUBMITTAL |


rtm engineering consultants
650 E. Algonquin Road
Suite 150
Schaumburg, IL 60173
Telephone: (847) 756 - 4280
www.rtmec.com
IL Design Firm: 184006777-0002


SHEET NAME: OVERALL GRADING

PROJECT NAME: BRICKYARDS LOFTS
155 N. PFINGSTEN RD.
DEERFIELD, IL

PROJECT No.
24.012254.5354

SHEET No.
C3.0
OF 14 SHEETS


User: lucas.keller File: \\Vaclsdlnfs\core1\CIVIL\1-Proj\12254.5354 BAUM Brickyards\03 DESIGN DRAWINGS\02 SHEET SETS\C3.0 GRADING-RTM-LT-360244.dwg Time: Jun 09, 2026 - 10:33am

## NOTES:

1. PROPOSED ELEVATIONS SHOWN ON PROPOSED CURB LINES ARE FLOW LINE ELEVATIONS UNLESS NOTED OTHERWISE. ADD 0.50' TO OBTAIN TOP OF CURB ELEVATIONS.
2. A CONSTANT SLOPE SHALL BE MAINTAINED BETWEEN SPOT GRADES.
3. 2% MINIMUM SLOPE AND 3:1 MAXIMUM SLOPE IN TURF AREAS AND 1% MINIMUM SLOPE AND 5% MAXIMUM SLOPE IN PAVED AREAS.
4. RIM GRADES ALONG CURBS ARE FLOW LINE ELEVATIONS.

## LEGEND:

| | EXISTING | PROPOSED |
|---|---|---|
| 1 FOOT CONTOUR | | |
| 5 FOOT CONTOUR | | |
| GRADE | + 0.00 | 0.00 |
| RIDGE LINE | | |
| TOP OF CURB | | C:XX.XX |
| TOP OF WALK | | W:XX.XX |
| TOP OF PAVEMENT | | P:XX.XX |
| FLOW LINE @ DEPRESSED CURB | | D:XX.XX |
| FLOW LINE | | F:XX.XX |
| EDGE OF PAVEMENT | | E:XX.XX |
| FINISHED GROUND | | G:XX.XX |
| RIM GRADE | | R:XX.XX |
| MATCH EXISTING | | ME:XX.XX |
| FINISHED FLOOR | | FF:XX.XX |
| FLOW ARROW | | |
| OVERFLOW | | |

| NO. | DATE | DESCRIPTION |
|---|---|---|
| 1 | 10/31/25 | ISSUED FOR PERMIT |
| 2 | 01/09/26 | ISSUED FOR PERMIT |
| 5 | 06/15/26 | VILLAGE RESUBMITTAL |


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Suite 150
Schaumburg, IL 60173
Telephone: (847) 756 - 4280
www.rtmec.com

IL Design Firm: 184.006777-0002

rtm engineering consultants


SHEET NAME: GRADING PLAN

PROJECT NAME: BRICKYARDS LOFTS
DEERFIELD, IL
155 N. PFINGSTEN RD.

PROJECT No. 24.012254.5354

SHEET No. C3.1
OF 14 SHEETS

GRAPHIC SCALE
20 0 10 20 40
( IN FEET )
1 inch = 20 ft.


User: kcook.keller File: \\Acad\hkv\core1\CIVIL\01-Proj\12254.5354 BAUM Brickyards\103 DESIGN DRAWINGS\102 SHEET SET\C3.0 GRADING-RTM-LT-36224A.dwg Time: Jun 09, 2026 - 10:33am

## NOTES:

1. PROPOSED ELEVATIONS SHOWN ON PROPOSED CURB LINES ARE FLOW LINE ELEVATIONS UNLESS NOTED OTHERWISE. ADD 0.50' TO OBTAIN TOP OF CURB ELEVATIONS.
2. A CONSTANT SLOPE SHALL BE MAINTAINED BETWEEN SPOT GRADES.
3. 2% MINIMUM SLOPE AND 3:1 MAXIMUM SLOPE IN TURF AREAS AND 1% MINIMUM SLOPE AND 5% MAXIMUM SLOPE IN PAVED AREAS.
4. RIM GRADES ALONG CURBS ARE FLOW LINE ELEVATIONS.

## LEGEND:

| | EXISTING | PROPOSED |
|---|---|---|
| 1 FOOT CONTOUR | | |
| 5 FOOT CONTOUR | | |
| GRADE | + 0.00 | 0.00 |
| RIDGE LINE | | |
| TOP OF CURB | | C:XX.XX |
| TOP OF WALK | | W:XX.XX |
| TOP OF PAVEMENT | | P:XX.XX |
| FLOW LINE @ DEPRESSED CURB | | D:XX.XX |
| FLOW LINE | | F:XX.XX |
| EDGE OF PAVEMENT | | E:XX.XX |
| FINISHED GROUND | | G:XX.XX |
| RIM GRADE | | R:XX.XX |
| MATCH EXISTING | | ME:XX.XX |
| FINISHED FLOOR | | FF:XX.XX |
| FLOW ARROW | | |
| OVERFLOW | | |

| NO. | DATE | DESCRIPTION |
|---|---|---|
| 1 | 10/31/25 | ISSUED FOR PERMIT |
| 2 | 01/09/26 | ISSUED FOR PERMIT |
| 5 | 06/15/26 | VILLAGE RESUBMITTAL |


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Schaumburg, IL 60173
Telephone: (847) 756 - 4180
www.rtmec.com
IL Design Firm: 184006777-0002


SHEET NAME: GRADING PLAN SW

PROJECT NAME: BRICKYARDS LOFTS
155 N. PFINGSTEN RD. DEERFIELD, IL

PROJECT No. 24.012254.5354

SHEET No. C3.2
OF 14 SHEETS

GRAPHIC SCALE
20 0 10 20 40
( IN FEET )
1 inch = 20 ft.


User: lucos.keller File: \\Vaclsdfrl\Core1\CIVIL\1-Proj\12254.5354 BAUM Brickyards\03 DESIGN DRAWINGS\02 SHEET SET\C3.0 GRADING-RTM-LT-360244.dwg Time: Jun 09, 2026 - 10:33am

3 STORY BRICK & STEEL
OFFICE BUILDING
155 PFINGSTEN ROAD
(±40,265 SQ. FT.)

LOT 2
DEERFIELD BRICKYARDS RESUBDIVISION
RECORDED SEPT. 28, 1989 AS DOC. 2835375

FFE=675.33

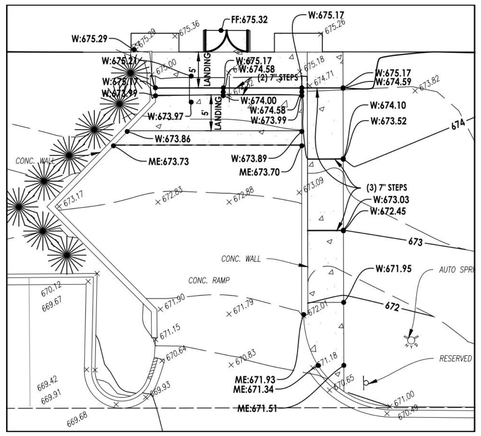
S89°53'03"W 724.67

S00°06'16"W 50.00

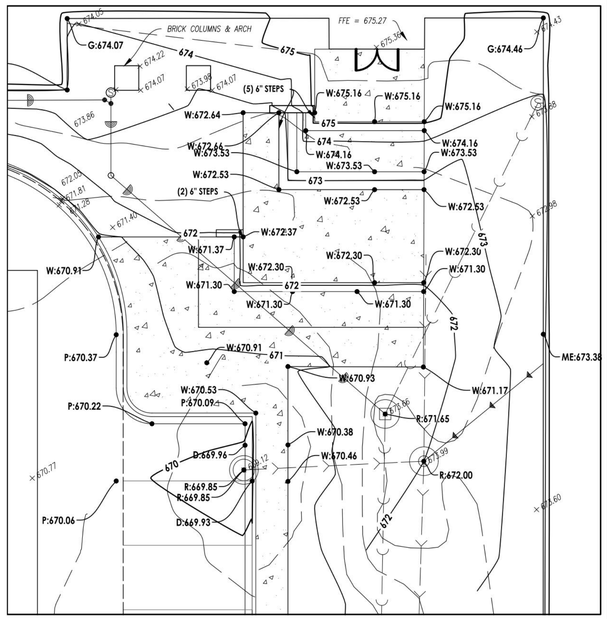
R=516.33
A=330.80
CH=S18°04'58"E, 325.17

A=46.40

## GRADING DETAIL
SCALE: 1" = 10'



## GRADING DETAIL
SCALE: 1" = 10'



GRAPHIC SCALE
20 0 10 20 40
( IN FEET )
1 inch = 20 ft.

| NO. | DATE | DESCRIPTION |
|---|---|---|
| 1 | 10/31/25 | ISSUED FOR PERMIT |
| 2 | 01/09/26 | ISSUED FOR PERMIT |
| 5 | 06/15/26 | VILLAGE RESUBMITTAL |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Telephone: (847) 756 - 4180
www.rtmec.com
IL Design Firm: 184006777-0002


rtm engineering consultants

SHEET NAME: GRADING PLAN SE

PROJECT NAME: BRICKYARDS LOFTS
155 N. PFINGSTEN RD. DEERFIELD, IL

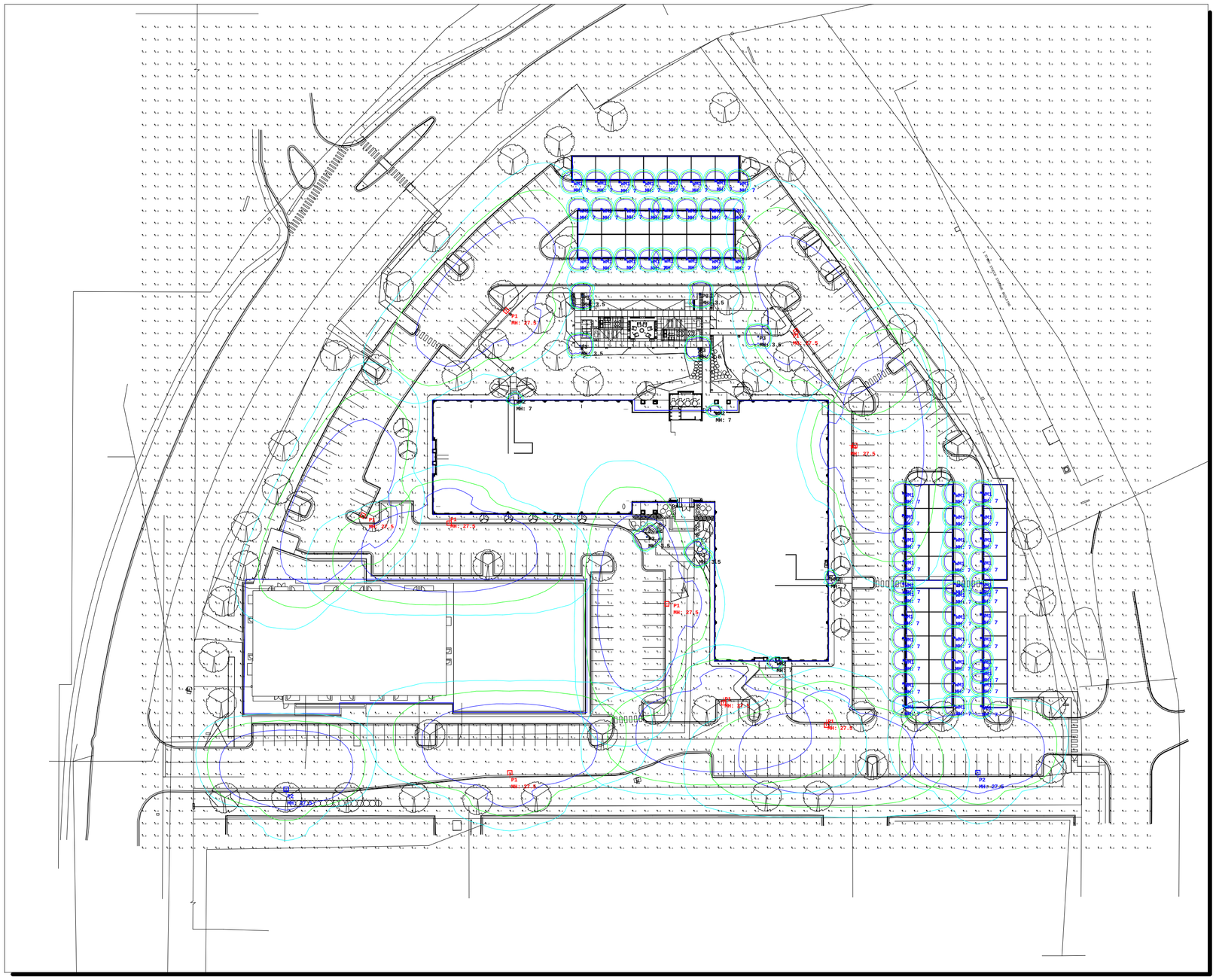
PROJECT No. 24.012254.5354

SHEET No. C3.3
OF 14 SHEETS


User: lucockeifer File: \\Acidlink\core1\CIV\01-Proj\12254.5354 BAUM Brickyards\03 DESIGN DRAWINGS\02 SHEET SETS\C3.0 GRADING-RTM-L1-3d22AA.dwg Time: Jun 09, 2026 - 10:33am

**EXHIBIT R**

**SITE LIGHTING PLAN**



TYPE P1 & P2

TYPE WM1

WM2

BOLLARD

| Luminaire Schedule | | | | |
|---|---|---|---|---|
| Symbol | Qty | Label | Lum. Lumens | Description |
| | 9 | P1 | 28028 | DSX1 LED P8 40K 70CRI T3M (LITHONIA) 25FT POLE |
| | 2 | P2 | 19840 | DSX1 LED P7 40K 70CRI T3LG |
| | 7 | P3 | 1209 | KBD8 LED 12C 350 40K ASY MVOLT |
| | 58 | WM1 | 1900 | IVO4SQCYL WC D 20LM 35K 80CRI MWD P AR LD |
| | 4 | WM2 | 1091 | OLLWU LED P1 40K 120 DDB |

| Calculation Summary | | | | | | | |
|---|---|---|---|---|---|---|---|
| Label | Units | Avg | Max | Min | Avg/Min | Max/Min | Grid Z |
| Light levels on ground | Fc | 0.73 | 33.3 | 0.0 | N.A. | N.A. | 0 |

This document contains confidential and proprietary information to Connexion. This calculation information is not a technical submission or technical report and is provided for informational purposes only. It is the obligation of the end-user to consult with a professional engineering firm or professional design firm to determine whether this calculation information meets the applicable project requirements for lighting system performance, health and human safety, suitability, and effectiveness for use in a particular application. Field verification is recommended when calculations are based on end-user or customer-provided information. End-user environment and application (including, but not limited to, voltage variation and dirt accumulation) can cause actual field performance to differ from the calculated photometric performance represented in this lighting design. In no event will Connexion be responsible for any loss resulting from any use of this calculation information.

CX LIGHTING

| # | Date | Comments |
|---|---|---|
| | | |

Revisions

Drawn By: TR
Checked By: CX APPLICATIONS
Date:9/29/2025
Scale: NTS

BRICKYARD LOFTS AND TOWN HOMES

Preliminary Site Lighting

**EXHIBIT R.1**

**SITE LIGHTING PLAN - PRIMROSE**

FIXTURE 'A'

FIXTURE 'B' & 'C'

## PROPOSED LUMINAIRE SCHEDULE

| SYMBOL | LABEL | QUANTITY | SECURITY LIGHTING | DISTRIBUTION | LLF | MANUFACTURER | IES FILE |
|---|---|---|---|---|---|---|---|
| | A | 15 | EXTERIOR WALL MOUNTED 12" DIAMETER WAREHOUSE FIXTURE, LED 4,000K | N/A | 0.9 | HI-LITE-MFG-CO | H-15312-B-119-CGU-91-LED-20W-BCM-M.IES |
| | B | 2 | MIRADA MEDIUM - MRM OUTDOOR LED AREA LIGHT- FULL CUTOFF | FT | 0.9 | LSI LIGHTING | MRM-LED-24L-SIL-FT-30-70CRI-ILIES |
| | C | 1 | MIRADA MEDIUM - MRM OUTDOOR LED AREA LIGHT- FULL CUTOFF TWO @ 180° | FT | 0.9 | LSI LIGHTING | MRM-LED-24L-SIL-FT-30-70CRI.IES |

## LIGHTING STATISTICS

| DESCRIPTION | AVERAGE | MINIMUM | MAXIMUM |
|---|---|---|---|
| OVERALL PARCEL | 0.51 FC | 0.0 FC | 13.8 FC |
| PROPERTY LINE | 0.10 FC | 0.0 FC | 0.8 FC |

**DEERFIELD LIGHTING NOTES:**

ALL EXTERIOR LIGHTING, PARKING LOT LIGHTS, EXTERIOR BUILDING LIGHTS AND LANDSCAPE LIGHTING SHALL BE DIRECTED AWAY FROM ADJOINING HIGHWAYS, STREETS AND PROPERTIES

| SYMBOL | DESCRIPTION |
|---|---|
| A (XX') | PROPOSED LIGHTING FIXTURE (MOUNTING HEIGHT) |
| +XX | PROPOSED LIGHTING INTENSITY (FOOTCANDLES) |
| | PROPOSED AREA LIGHT |
| | PROPOSED BUILDING MOUNTED LIGHT |

**GENERAL LIGHTING NOTES**

1. THE LIGHTING LEVELS DEPICTED WITHIN THE PLAN SET ARE CALCULATED UTILIZING DATA OBTAINED FROM THE LISTED MANUFACTURER. ACTUAL ILLUMINATION LEVELS AND PERFORMANCE OF ANY PROPOSED LIGHTING FIXTURE MAY VARY DUE TO UNCONTROLLABLE VARIABLES SUCH ARE WEATHER, VOLTAGE SUPPLY, LAMP TOLERANCE, EQUIPMENT SERVICE LIFE AND OTHER VARIABLE FIELD CONDITIONS.
2. WHERE APPLICABLE, THE EXISTING LIGHT LEVELS DEPICTED WITHIN THE PLAN SET SHALL BE CONSIDERED APPROXIMATE. THE EXISTING LIGHT LEVELS ARE BASED ON FIELD OBSERVATIONS AND THE MANUFACTURER'S DATA OF THE ASSUMED OR MOST SIMILAR LIGHTING FIXTURE MODEL.
3. UNLESS NOTED ELSEWHERE WITHIN THIS PLAN SET, THE LIGHT LOSS FACTORS USED IN THE LIGHTING ANALYSIS ARE AS FOLLOWS:
   - LIGHT EMITTING DIODES (LED): 0.90
   - HIGH PRESSURE SODIUM: 0.72
   - METAL HALIDE: 0.72
4. THE CONTRACTOR SHALL NOTIFY STONEFIELD ENGINEERING & DESIGN, LLC. IN WRITING, PRIOR TO THE START OF CONSTRUCTION, OF ANY PROPOSED LIGHTING LOCATIONS THAT CONFLICT WITH EXISTING/ PROPOSED DRAINAGE, UTILITY, OR OTHER IMPROVEMENTS.
5. THE CONTRACTOR IS RESPONSIBLE TO PREPARE A WIRING PLAN AND PROVIDE ELECTRIC SERVICE TO ALL PROPOSED LIGHTING FIXTURES. THE CONTRACTOR IS REQUIRED TO PREPARE AN AS-BUILT PLAN OF WIRING AND PROVIDE COPIES TO THE OWNER AND STONEFIELD ENGINEERING & DESIGN, LLC.

GRAPHIC SCALE IN FEET
1" = 30'

| DESCRIPTION | BY | DATE | ISSUE |
|---|---|---|---|
| PHOTOMETRIC PLAN | NL | 09/03/2025 | 1 |
| LANDSCAPING PLAN | MU | 06/27/2025 | 1 |

NOT APPROVED FOR CONSTRUCTION


STONEFIELD engineering & design
Rutherford, NJ · New York, NY · Salem, MA
Princeton, NJ · Tampa, FL · Birmingham, MI
www.stonefieldeng.com
555 S. Old Woodward Avenue, Suite 12L, Birmingham, MI 48009
Phone 248.247.1115


SITE DEVELOPMENT PLANS

# PRIMROSE SCHOOLS

## PROPOSED DAY CARE

PIN: 1432-304-018
155 N. PFINGSTEN ROAD
VILLAGE OF DEERFIELD
LAKE COUNTY, ILLINOIS 60015

J. REID COOKSEY, P.E.
ILLINOIS LICENSE No. 062-057141
LICENSE EXPIRATION DATE: 11/30/2026

STONEFIELD engineering & design

SCALE: 1" = 30' | PROJECT ID: DET-250271

TITLE:

PRIMROSE PHOTOMETRIC PLAN

DRAWING:

C-3

V:\DET\2025\DET-250271 PRIMROSE SCHOOLS - 155 N PFINGSTEN RD, DEERFIELD, IL\CAD\PLOTTO\XX-XX-LIGHT.DWG

**EXHIBIT S**

**PARKING CALCULATIONS**

| APARTMENT BUILDING | | | | | | | | | | | | | | | | GARAGES | DAYCARE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| FLR # | USE | # OF UNITS | GROSS Apartments | RENTABLE AREA | CORE/ MEP ETC AMENITY | AVE UNIT | EFFIC. | 1 BR + 1 BA | 2 BR + 2 BA | 3 BR + 3 BA | # OF UNITS | # OF BIKES | # OF LOAD | # OF CARS | # OF CARS | GROSS Residential | GROSS |
| | UPPER ROOF | | | | | | | | | | | Inside | Outside | Outside | Inside | | |
| R | ROOF/ PENTHOUSE | | 2,484 SF | | | | | | | | | | | | | | |
| 3 | APARTMENTS/ AMENITY | 38 | 39,308 SF | 34,571 SF | 4,737 SF | 910 SF | 87.95% | 2 | 36 | 0 | 38 | | | | | | |
| 2 | APARTMENTS/ AMENITY | 38 | 39,308 SF | 34,571 SF | 4,737 SF | 910 SF | 87.95% | 2 | 36 | 0 | 38 | | | | | | |
| 1 | APARTMENTS/ AMENITY/ LOBBY | 36 | 40,339 SF | 32,800 SF | 7,539 SF | 911 SF | 81.31% | 2 | 33 | 1 | 36 | 35 | 1 | 161 | 94 | 18,320 SF | 13,600 SF |
| | | 112 | 121,439 SF | 101,942 SF | 17,013 SF | | | 6 | 105 | 1 | 112 | 35 | 1 | 161 | 94 | 18,320 SF | 13,600 SF |
| | | | | | | | | 5.36% | 93.75% | 0.89% | | 31% | | Residential Parking Total | | | Daycare Parking |
| | SITE AREA: | 323,611.0 SF | 7.43 acres | (Parcel A = +/- 248,980 SF and Parcel B = +/- 74,631 SF) | | | | | | | | | | | | | |
| | SITE COVERAGE: | 72,259 SF | 22.33% | (Includes Apartment Building, Garages, and Daycare) | | | | | | | | | | 255 | | | 51 |
| | GREEN SPACE | 107,703 SF | 33.28% | (All Planting and Landscape Area Shown In Green On Site Plan Except Daycare Playground) | | | | | | | | | | | | | |
| | USEABLE OPEN SPACE - INTERIOR | 20,869 SF | 6.45% | (North Amenity Space) | | | | | | | | | | | | | |
| | USEABLE OPEN SPACE - PLAYGROUND | 12,742 SF | 3.94% | (Daycare Playgrounds) | | | | | | | | | | | | | |
| | USEABLE OPEN SPACE - PERIMETER | 65,865 SF | 20.35% | (Landscape Site Edge At East, North, West, And South) | | | | | | | | | | Total Parking On Site | | | 306 |
| | USEABLE OPEN SPACE - TOTAL | 99,476 SF | 30.74% | | | | | | | | | | | | | | |

Area Chart

| PARKING CALCULATIONS | | | | |
|---|---|---|---|---|
| RESIDENTIAL | # UNITS | PER UNIT | PARKING REQUIRED | PARKING PROVIDED |
| 1 BEDROOM | 6 | 1.5 | 9 | |
| 2 BEDROOM | 105 | 2 | 210 | |
| 3 BEDROOM | 1 | 2 | 2 | |
| TOTAL RES. | 112 | | 221 | 255 |
| Daycare | GSF | BY AREA | PARKING | PARKING |
| USEABLE SF | 13,600 SF | Per 8.02.E | 50 | 51 |
| (1 space/employee + 1 space/ 10 students) | | | | |
| TOTAL PARKING SPACES | | | REQUIRED | PROVIDED |
| | | | 271 | 306 |

Parking Calculations w/ Daycare

BAUM REVISION
real estate development

BRICKYARDS
LOFTS

15 June 2026
24013
AJM

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Hirsch|MPG
ARCHITECTURE + PLANNING

A

**EXHIBIT T**

**RENDERINGS**

SITE PLAN W/ DAYCARE

BAUM REVISION
real estate development

BRICKYARDS
LOFTS

15 June 2026
24013
AJM

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Hirsch|MPG
ARCHITECTURE + PLANNING

V.1

LOFTS - SOUTH EAST

LOFTS - NORTHWEST

LOFTS - NORTHEAST

LOFTS - AMENITY TERRACE

BAUM REVISION
real estate development

BRICKYARDS
LOFTS

RESIDENTIAL BUILDING RENDERINGS

15 June 2026
24013
AJM

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Hirsch|MPG
ARCHITECTURE + PLANNING

V.4

DAYCARE - AERIAL FROM SOUTHWEST

DAYCARE - AERIAL FROM SOUTH

DAYCARE - FROM SOUTHWEST

DAYCARE - FROM SOUTHEAST

BAUM REVISION
real estate development

BRICKYARDS
LOFTS

| | |
|---|---|
| DAYCARE RENDERINGS | 15 June 2026 |
| | 24013 |
| | AJM |

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ARCHITECTURE + PLANNING

V.2

GARAGES - AERIAL FROM NORTH

GARAGES - NORTH

GARAGES - NORTH

GARAGES - EAST

BAUM REVISION
real estate development

BRICKYARDS
LOFTS

| | |
|---|---|
| PARKING | 15 June 2026 |
| GARAGES | 24013 |
| RENDERINGS | AJM |

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ARCHITECTURE + PLANNING

V.5

**EXHIBIT U**

**TRANSFEREE ASSUMPTION AGREEMENT**

**THIS TRANSFEREE ASSUMPTION AGREEMENT** (the "***Assumption Agreement***") is made as of this _____ day of _____, 20__ (the "***Effective Date***"), by _____, a _____ (***"Transferee"***) and _____, a _____ ("***Developer***").

**W I T N E S E T H**:

**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 (***"Developer Property"***); and

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

**WHEREAS**, the Developer Property forms a part of the "Property" as defined in that certain Ordinance Approving a Special Use Permit for a Residential Planned Unit Development in the R-5 District, A Special Use Permit for a Children's Day Care Center and Nursery School Use in the R-5 District, a Final Planned Unit Development Plan, and Certain Exceptions approved by the Board of Trustees of the Village of Deerfield, Illinois ("***Village***") on _____, 2025 ("***Planned Development Ordinance")*** which governs the development and use of the Developer Property; and

**WHEREAS**, simultaneously with the conveyance of the Developer Property by Developer, the Village and Developer require that the Transferee agree to comply with all the terms, requirements, and obligations set forth in the Planned Development Ordinance applicable to the development of the Developer Property as more particularly set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the agreement of Developer to convey the Developer Property to the Transferee, and of the Village to accept the transfer of obligations and rights as provided herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby acknowledged and agreed by 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. **Assignment and Assumption of Obligations and Rights.** The Developer hereby assigns, and the Transferee, on its behalf and on behalf of its successors, assigns, heirs, executors, and administrators, hereby assumes and agrees to comply with, at its sole cost and expense, all of the terms, requirements, and obligations of the Developer in the Planned Development Ordinance that are applicable to the Developer Property as described in Schedule 1 attached hereto and made a part hereof ("***Transferred***

***Obligations***") in each case to the extent arising on or after the Effective Date. Developer is hereby released from all of the Transferred Obligations.

3. **Payment of Village Fees and Costs.** In addition to any other costs, payments, fees, charges, contributions, or dedications required by this Assumption Agreement, the Planned Development Ordinance 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 Assumption Agreement.

4. **Further Assurances**. Each Party shall execute and deliver such other certificates, agreements and documents and take such other actions as may be reasonably required to consummate or implement the transactions contemplated by this Assumption Agreement and the Planned Development Ordinance provided the same does not increase such Party's obligations and liabilities or reduce such Party's rights under this Assumption Agreement and/or the Planned Development Ordinance other than to a de minimis extent.

5. **Severability**. If any term, provision, covenant or condition of this Assumption Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Assumption Agreement shall continue in full force and effect, except to the extent that enforcement of the remaining provisions of this Assumption Agreement would be unreasonable or grossly inequitable under all the circumstances or would frustrate the fundamental purpose of this Assumption Agreement or the Planned Development Ordinance.

6. **Authority**. Each person executing this Assumption Agreement represents and warrants that he or she has the authority to bind his or her respective Party to the performance of its obligations hereunder and that all necessary board of directors', shareholders', partners', members', managers', and other approvals have been obtained.

7. **Recordation**. Developer and Transferee shall record this Assumption Agreement in the Official Records against the Developer Property promptly following the recordation of the instrument conveying title to the Developer Property to Transferee.

| | |
|---|---|
| **ATTEST:** | **[TRANSFEREE]**,<br>a _____ |
| By:_____ | By:_____ |
| Its:_____ | Its:_____ |
| **ATTEST:** | **[DEVELOPER]**,<br>a _____ |
| By:_____ | By:_____ |
| Its:_____ | Its:_____ |

## Exhibit 1

[insert legal description of Developer Property]

## Schedule 1

[List assumed obligations of Transferee. The list must include, without limitation, the covenants and agreements of Developer set forth in the Unconditional Agreement and Consent executed by Developer upon the Effective Date of the Planned Development Ordinance]

**VILLAGE OF DEERFIELD**

**RESOLUTION NO. _____**

**A RESOLUTION APPROVING A PRELIMINARY AND FINAL PLAT OF SUBDIVISION**
(155 and 135 N. Pfingsten Road)

**WHEREAS,** the Village of Deerfield is a home rule municipal corporation in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

**WHEREAS,** the Village has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs; and

**WHEREAS,** 155 Group, LLC, an Illinois limited liability company (***"Applicant"***), is the owner of the property commonly known as 155 N. Pfingsten Road, Deerfield, Illinois (***"Property"***), which Property is legally described in **Exhibit A** attached hereto and incorporated herein; and

**WHEREAS,** on June 15, 2026, the Village adopted Ordinance _____ to rezone the Property to the R-5 General Residence District of the Village; and

**WHEREAS,** the Property is currently improved with a three-story, L-shaped office building (***"Building"***), parking lot, and associated improvements; and

**WHEREAS,** the Applicant desires to resubdivide the Property into two lots of record and redevelop the Building into a multifamily residential building on one lot and convey the second lot to a third party for a construction of a day care center and nursery school on the second lot (collectively, the ***"Proposed Development"***); and

**WHEREAS,** the Applicant filed an application to resubdivide the Property into two lots of record, as depicted on that certain final plat titled "Deerfield Brickyards Resubdivision", prepared by Edward J. Molloy & Associates consisting of two sheets, with a latest revision date of October 9, 2025 a copy of which is attached to and, by this reference, made a part of this Resolution as **Exhibit B** (***"Plat"***); and

**WHEREAS,** the Applicant has applied for preliminary and final approval of the Plat, and on October 23, 2025, the Plan Commission recommended approval of the proposed Plat; and

**WHEREAS,** the Village Board has determined that it will serve and be in the best interest of the Village to approve the Plat;

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE BOARD OF DEERFIELD, LAKE AND COOK COUNTIES, ILLINOIS,** as follows:

**SECTION ONE: RECITALS.** The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the Village Board.

**SECTION TWO: APPROVAL OF PLAT.** The Plat is hereby approved in the form attached to and, by this reference, made a part of this Resolution as **Exhibit B**.

**SECTION THREE: EXECUTION OF PLAT.** The Mayor and the Village Clerk are hereby authorized and directed to execute and seal, on behalf of the Village, the Plat.

**SECTION FOUR: RECORDATION OF THE PLAT.** Upon execution of the Plat by the Mayor and the Village Clerk, as provided in Section Three of this Resolution, the Village Clerk is hereby directed to cause the Plat to be recorded in the office of the Lake County Recorder.

**SECTION FIVE: EFFECTIVE DATE.**

A. This Resolution will be effective only upon the occurrence of all of the following events:

1. Passage by the Village Board in the manner required by law; and

2. The execution and recording of two subdivision and development agreements by and between the Applicant and the Village that governs the Proposed Development on the Property

.

AYES:

NAYS:

ABSTAIN:

ABSENT:

PASSED:

APPROVED:

RESOLUTION NO.

_____
Daniel C. Shapiro, Mayor

ATTEST:

_____
Kent S. Street, Village Clerk

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

LOT 2 IN DEERFIELD BRICKYARDS RESUBDIVISION OF ALL OF LOT 7 IN FLODSTROM'S SUBDIVISION, ALL OF LOT 3 IN DEERFIELD TECH CENTER SUBDIVISION, TOGETHER WITH PART OF VACATED DEER LAKE ROAD, ALL IN THE SOUTHEAST ¼ OF SECTION 32 AND THE SOUTHWEST ¼ OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 28, 1989 AS DOCUMENT 2835375, IN LAKE COUNTY, ILLINOIS.

PIN: 16-33-304-018

The property is commonly known as: 155 N. Pfingsten Road, in Deerfield, Illinois

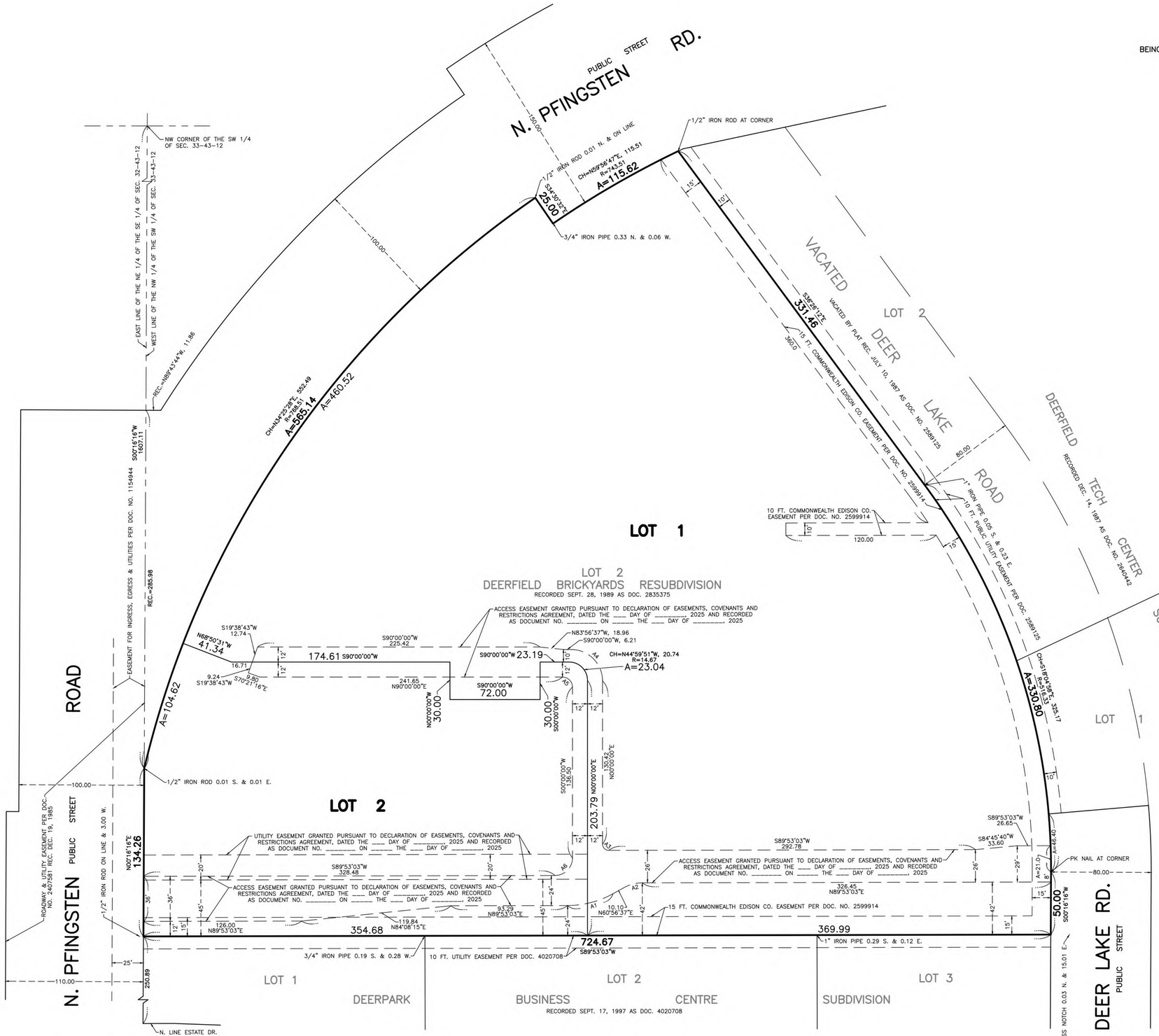
**EXHIBIT B**

**PLAT OF RESUBDIVISION**

# BRICKYARDS LOFTS

BEING A SUBDIVISION OF LOT 2 IN DEERFIELD BRICKYARDS RESUBDIVISION, IN THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LAKE COUNTY, ILLINOIS

4TH REVIEW




| ARC NO. | ARC LENGTH | RADIUS | CHORD BEARING | CHORD DISTANCE |
|---|---|---|---|---|
| A1 | 37.88 | 75.00 | N75°24'50"E | 37.48 |
| A2 | 15.15 | 30.00 | N75°24'50"E | 14.99 |
| A3 | 7.86 | 5.00 | N45°03'29"W | 7.07 |
| A4 | 39.27 | 25.00 | N45°00'00"W | 35.36 |
| A5 | 12.57 | 8.00 | S45°00'00"E | 11.31 |
| A6 | 21.96 | 14.00 | S44°56'32"W | 19.78 |

N

1" = 40'

0 40' 80'

GRAPHIC SCALE

AREA SUMMARY:

| | | |
|---|---|---|
| LOT 1: | 248,980 SQ. FT. OR | 5.716 ACRES |
| LOT 2: | 74,631 SQ. FT. OR | 1.713 ACRES |
| R.O.W. DEDICATION: (NONE) | 0 SQ. FT. OR | 0.000 ACRES |
| TOTAL: | 323,611 SQ. FT. OR | 7.429 ACRES |

DRAFTED BY: BJE

**PAGE: 1 OF 2**
**ORDER NO.: 250061**
**FILE: 32-43-12**
**PROJECT NO.: 202**

CLIENT: BAUM REALTY GROUP, LLC

| REVISION DATE | ORDER NO. | REVISION |
|---|---|---|
| OCT. 9, 2025 | 250061 | ADD VILLAGE ENGINEER'S CERTIFICATE ONLY (4TH REVIEW) |
| SEPT. 25, 2025 | 250061 | REVISED LOT CONFIG. & ACCESS EASE. PER REVISED PLANS REC. 9/25/2025 (3RD REVIEW) |
| AUG. 12, 2025 | 250061 | SUBDIVISION PLAT (2ND REVIEW) |
| JULY 28, 2025 | 250061 | SUBDIVISION PLAT (INITIAL REVIEW) |


PREPARED BY:

**EDWARD J. MOLLOY & ASSOCIATES**

A DIVISION OF THOMAS A. MOLLOY, LTD. – PROFESSIONAL LAND SURVEYING

1236 MARK STREET, BENSENVILLE, ILLINOIS 60106 (630) 595-2600 FAX:(630) 595-4700

E-MAIL: TMOLLOY@EJMOLLOY.COM

# BRICKYARDS LOFTS

BEING A SUBDIVISION OF LOT 2 IN DEERFIELD BRICKYARDS RESUBDIVISION, IN THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LAKE COUNTY, ILLINOIS

## OWNER'S CERTIFICATE AND SCHOOL DISTRICT STATEMENT

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

155 GROUP, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, DOES HEREBY CERTIFY THAT IT IS THE OWNER OF THE PROPERTY DESCRIBED HEREON AND THAT IT HAS CAUSED SAID PROPERTY TO BE SURVEYED AND PLATTED FOR THE PURPOSE OF RESUBDIVIDING SAME INTO TWO LOTS AS SHOWN HEREON FOR THE USES AND PURPOSES THEREIN SET FORTH AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE HEREON SHOWN. IT FURTHER CERTIFIES TO THE BEST OF ITS KNOWLEDGE, THAT THE LAND INCLUDED HEREIN FALLS WITHIN THE FOLLOWING SCHOOL DISTRICTS: DEERFIELD SCHOOL DISTRICT #109, 517 DEERFIELD ROAD, DEERFIELD, IL 60015, (847) 945-1844, TOWNSHIP HIGH SCHOOL DISTRICT 113, 1040 PARK AVENUE WEST, HIGHLAND PARK, IL 60035 (224) 765-1000, COLLEGE OF LAKE COUNTY DISTRICT NO. 532.

SIGNED AT _____, THIS _____ DAY OF _____, A.D. 2025

155 GROUP, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY

BY: _____ TITLE: _____

## NOTARY PUBLIC CERTIFICATE

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____ OF 155 GROUP, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE SIGNED AND DELIVERED THE SAID INSTRUMENT AS HIS/HER OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID LIMITED LIABILITY COMPANY FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, A.D. 2025

MY COMMISSION EXPIRES: _____

_____
NOTARY PUBLIC

## MORTGAGEE CERTIFICATE

STATE OF _____ )
)S.S.
COUNTY OF _____ )

HEARTLAND BANK AND TRUST COMPANY, UNDER THE PROVISIONS OF A CERTAIN MORTGAGE DATED JUNE 24, 2025 AND RECORDED IN THE RECORDER'S OFFICE OF LAKE COUNTY, ILLINOIS ON JULY 1, 2025 AS DOCUMENT NO. 8107049 HEREBY CONSENTS TO AND APPROVES THE SUBDIVISION OF THE LAND AND THE GRANTING DEPICTED HEREON.

DATED THIS _____ DAY OF_____, A.D. 2025

HEARTLAND BANK AND TRUST COMPANY

BY: _____ ATTEST: _____

ITS: _____ ITS: _____

## NOTARY PUBLIC CERTIFICATE

STATE OF _____ )
) SS
COUNTY OF _____ )

I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____ OF HEARTLAND BANK AND TRUST COMPANY, PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE SIGNED AND DELIVERED THE SAID INSTRUMENT AS HIS/HER OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID BANK FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, A.D. 2025

MY COMMISSION EXPIRES: _____

_____
NOTARY PUBLIC

## BOARD OF TRUSTEE'S CERTIFICATE

STATE OF ILLINOIS )
)SS
COUNTY OF LAKE )

APPROVED AND ACCEPTED BY THE PRESIDENT AND BOARD OF TRUSTEE'S OF THE VILLAGE OF DEERFIELD, LAKE COUNTY, ILLINOIS AT A MEETING HELD THIS _____ DAY OF _____ , 2025

BY: _____
PRESIDENT OF THE BOARD OF TRUSTEES

ATTEST: _____
VILLAGE CLERK

## PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS )
)SS
COUNTY OF LAKE )

APPROVED AND ACCEPTED BY THE PLAN COMMISSION OF THE VILLAGE OF DEERFIELD, LAKE COUNTY, ILLINOIS, AT A MEETING HELD THIS _____ DAY OF _____ , 2025

BY: _____
CHAIRMAN OF THE PLAN COMMISSION

ATTEST: _____
SECRETARY

## VILLAGE COLLECTOR'S CERTIFICATE

STATE OF ILLINOIS )
)SS
COUNTY OF LAKE )

I, _____, COLLECTOR FOR THE VILLAGE OF DEERFIELD, LAKE COUNTY, ILLINOIS, DOES HEREBY CERTIFY THAT I FIND NO DELINQUENT GENERAL TAXES, DELINQUENT SPECIAL ASSESSMENTS OR UNPAID CURRENT SPECIAL ASSESSMENTS DUE AGAINST THE LAND INCLUDED IN THE PLAT HEREON DRAWN

DATED THIS _____ DAY OF _____, 2025

_____
VILLAGE COLLECTOR

## COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS )
) SS
COUNTY OF LAKE )

I, _____ COUNTY CLERK OF LAKE COUNTY, ILLINOIS, DOES HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, UNPAID CURRENT GENERAL TAXES, DELINQUENT SPECIAL ASSESSMENTS OR UNPAID CURRENT SPECIAL ASSESSMENTS AGAINST ANY OF THE LAND INCLUDED IN THE DESCRIBED PROPERTY. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE PLAT DEPICTED HEREON.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK OF LAKE COUNTY, ILLINOIS, THIS _____ DAY OF _____, A.D. 2025.

_____
COUNTY CLERK

## DRAINAGE CERTIFICATE

STATE OF _____ )
) SS
COUNTY OF _____ )

TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF THIS SUBDIVISION OR ANY PART THEREOF, OR, THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISION HAS BEEN MADE FOR THE COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS OR DRAINS WHICH WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD FOR DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.

DATED THIS _____ DAY OF _____, A.D. 2025.

_____ _____
OWNER OR ATTORNEY PRINTED

_____ _____ _____
ENGINEER PRINTED

4TH REVIEW

## VILLAGE ENGINEER'S CERTIFICATE

STATE OF ILLINOIS )
)SS
COUNTY OF LAKE )

APPROVED AND ACCEPTED BY THE VILLAGE ENGINEER OF THE VILLAGE OF DEERFIELD, LAKE COUNTY, ILLINOIS ON THIS _____ DAY OF _____ , 2025

BY: _____
VILLAGE ENGINEER

TAX PARCEL PERMANENT INDEX NUMBERS:
16-33-304-018

SEND FUTURE TAX BILLS TO:
155 GROUP, LLC
C/O BAUM REVISION, LLC
ALTY GROUP, LLC
1030 W. CHICAGO AVENUE, SUITE 300
CHICAGO, ILLINOIS 60642

PLAT SUBMITTED BY:
155 GROUP, LLC
C/O BAUM REVISION, LLC
ALTY GROUP, LLC
1030 W. CHICAGO AVENUE, SUITE 300
CHICAGO, ILLINOIS 60642

AFTER RECORDING RETURN TO:
VILLAGE CLERK'S OFFICE
VILLAGE OF DEERFIELD
850 WAUKEGAN ROAD
DEERFIELD, IL 60015

## PROFESSIONAL AUTHORIZATION

STATE OF ILLINOIS )
COUNTY OF DUPAGE ) SS

I, THOMAS A. MOLLOY, A PROFESSIONAL LAND SURVEYOR OF THE STATE OF ILLINOIS, LICENSE NUMBER 35-3409, DO HEREBY AUTHORIZE THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTY, ILLINOIS, ITS STAFF OR AUTHORIZED AGENT, TO PLACE THIS DOCUMENT OF RECORD IN THE COUNTY RECORDERS OFFICE IN MY NAME AND IN COMPLIANCE WITH ILLINOIS STATUTES CHAPTER 109 PARAGRAPH 2, AS AMENDED.

SIGNED AT BENSENVILLE, ILLINOIS, THIS 9TH DAY OF OCTOBERR , A.D. 2025

EDWARD J. MOLLOY AND ASSOCIATES, LTD.
AN ILLINOIS PROFESSIONAL DESIGN FIRM - LICENSE NO. 184-004840

4TH REVIEW

THOMAS A. MOLLOY
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3409
(EXPIRES NOVEMBER 30, 2026 AND IS RENEWABLE)

## LAND SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS )
COUNTY OF DUPAGE ) SS

I, THOMAS A. MOLLOY , AN ILLINOIS PROFESSIONAL LAND SURVEYOR HEREBY CERTIFY THAT I HAVE SURVEYED AND PLATTED THE FOLLOWING DESCRIBED PROPERTY FOR THE PURPOSE OF SUBDIVIDING SAME INTO A TWO LOT SUBDIVISION:

LOT 2 IN DEERFIELD BRICKYARDS RESUBDIVISION OF ALL OF LOT 7 IN FLODSTROM'S SUBDIVISION, ALL OF LOT 3 IN DEERFIELD TECH CENTER SUBDIVISION, TOGETHER WITH PART OF VACATED DEER LAKE ROAD, ALL IN THE SOUTHEAST 1/4 OF SECTION 32 AND THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 28, 1989 AS DOCUMENT 2835375, IN LAKE COUNTY, ILLINOIS.

AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION. DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

I FURTHER CERTIFY THAT AN EXAMINATION OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A.) FLOOD INSURANCE RATE MAPS COMMUNITY-PANEL NO'S. 17097C0286K AND 17097C0288K WITH MAP REVISED DATES OF SEPTEMBER 18, 2013, SHOWS THAT THE PROPERTY LEGALLY DESCRIBED HEREON FALLS WITHIN ZONE "X" DEFINED AS AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN.

I FURTHER CERTIFY THAT SAID SURVEY IS WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF DEERFIELD, LAKE COUNTY, ILLINOIS WHICH HAS ADOPTED AN OFFICIAL COMPREHENSIVE PLAN.

I FURTHER CERTIFY THAT THE IRON PIPE/ROD SURVEY STAKES NOTED ON THE ANNEXED PLAT HAVE BEEN ESTABLISHED ON THE SITE OR, WILL BE SET UPON COMPLETION OF CONSTRUCTION OR WITHIN 12 MONTHS AFTER THE RECORDING DATE OF THIS SUBDIVISION.

SIGNED AT BENSENVILLE, ILLINOIS, THIS 9TH DAY OF OCTOBER , A.D. 2025

EDWARD J. MOLLOY AND ASSOCIATES, LTD.
AN ILLINOIS PROFESSIONAL DESIGN FIRM - LICENSE NO. 184-004840

4TH REVIEW

THOMAS A. MOLLOY
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3409
(EXPIRES NOVEMBER 30, 2026 AND IS RENEWABLE)

THOMAS A. MOLLOY 35-3409 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS BENSENVILLE, ILLINOIS

VALID ONLY WITH EMBOSSED SEAL

PREPARED BY:
EDWARD J. MOLLOY & ASSOCIATES
A DIVISION OF THOMAS A. MOLLOY, LTD. - PROFESSIONAL LAND SURVEYING
1236 MARK STREET, BENSENVILLE, ILLINOIS 60106 (630) 595-2600 FAX:(630) 595-4700
E-MAIL: TMOLLOY@EJMOLLOY.COM

DRAFTED BY: BJE
**PAGE: 2 OF 2**
**ORDER NO.: 250061**
**FILE: 32-43-12**
**PROJECT NO.: 202**

| REVISION DATE | ORDER NO. | REVISION |
|---|---|---|
| OCT. 9, 2025 | 250061 | ADD VILLAGE ENGINEER'S CERTIFICATE ONLY (4TH REVIEW) |
| SEPT. 25, 2025 | 250061 | REVISED LOT CONFIG. & ACCESS EASE. PER REVISED PLANS REC. 9/25/2025 (3RD REVIEW) |
| AUG. 12, 2025 | 250061 | SUBDIVISION PLAT (2ND REVIEW) |
| JULY 28, 2025 | 250061 | SUBDIVISION PLAT (INITIAL REVIEW) |

CLIENT: BAUM REALTY GROUP, LLC

**VILLAGE OF DEERFIELD**

**RESOLUTION NO. _____**

**A RESOLUTION APPROVING SUBDIVISION AND DEVELOPMENT AGREEMENTS**
(155 and 135 N. Pfingsten Road)

**WHEREAS,** the Village of Deerfield is a home rule municipal corporation in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

**WHEREAS,** 155 Group, LLC, an Illinois limited liability company (***"Applicant"***), is the owner of the property commonly known as 155 N. Pfingsten Road, Deerfield, Illinois (***"Property"***); and

**WHEREAS,** on June 15, 2026, the Village Board adopted Resolution No. [insert resolution number], approving a Final Plat of Subdivision dividing the Property into two lots (***"Lot 1"*** and ***"Lot 2"***); and

**WHEREAS,** Lot 1 on the Property is currently improved with a three-story, L-shaped office building and a parking lot and Lot 2 is currently improved with a parking lot; and

**WHEREAS,** the Applicant desires to redevelop the building on Lot 1 into a multi-family apartment building containing 112 residential units (***"Apartment Building"***), detached garages to serve the Apartment Building (***"Garages"***), and shared amenities (***"Amenities"***); and

**WHEREAS,** Primrose School Franchising Company LLC, a Georgia limited liability company, or its franchisee or affiliate (***"Primrose"***), is under contract with the Applicant for it or an affiliate to purchase Lot 2 on the Property to construct a children's day care center and nursery school, landscaping, and other site improvements (***"Day Care"***) (collectively, the Apartment Building, Garages, Amenities, and Day Care are the ***"Proposed Development"***); and

**WHEREAS**, on June 15, 2026, the Village Board adopted Ordinance No. [insert ordinance number], amending the Future Land Use Map of the Village of Deerfield Comprehensive Plan to reclassify the Property as appropriate for Multi-Family Residential Use; and

**WHEREAS**, on June 15, 2026, the Village Board adopted Ordinance No. [insert ordinance number], rezoning the Property from the I-1 Office, Research, and Restricted Industrial District to the R-5 General Residence District (***"R-5 District"***); and

**WHEREAS,** on June 15, 2026, the Village Board adopted Resolution No. [insert ordinance number], to subdivide the Property into two lots (***"Resubdivision Resolution"***); and

**WHEREAS,** in furtherance of the construction of the Proposed Development, the Village adopted Ordinance No. O-___-___ (***"155 Pfingsten PUD Ordinance"***) granting

Applicant's application for: (i) approval of a new residential planned unit development to permit the Proposed Development on the Property (***"155 Pfingsten PUD"***); (ii) a special use permit for a children's day care center and nursery school use in the R-5 District (iii) approval of the final development plan for the Property; (iv) a zoning exception from Section 12.02-E of the Zoning Ordinance to reduce the total area of land required for the Proposed Development; (v) zoning exceptions from Section 12.02-H.3 of the Zoning Ordinance to allow structures to be within the perimeter setback; (vi) a zoning exception from Section 12.02-J of the Zoning Ordinance to permit the height of the Apartment Building to be 45 feet and the height of the Day Care to be 35 feet 6 inches; (vii) a zoning exception from Appendix I of the Zoning Ordinance to permit a parking space depth of 18 feet for both exterior and interior parking spaces; (viii) a zoning exception from Appendix I of the Zoning Ordinance to permit drive aisles with a width less than 24 feet; (ix) a zoning exception from 9.02-A,6.d. of the Zoning Ordinance to permit entry ground signs to be installed within 25 feet from the property line of the Property; and (x) a zoning exception from Section 9.01-B.2 of the Zoning Ordinance to permit Primrose's wall signs to be located above the roof deck of the Day Care; and

**WHEREAS,** pursuant to the Resubdivision Resolution and 155 Pfingsten PUD Ordinance, the Applicant must execute and record two subdivision and development agreements prepared by the Village Attorney, governing the use and development of the Property and incorporating the conditions set forth in the 155 Pfingsten PUD Ordinance, the text of which is in substantially the forms attached to and, by this reference, made a part of this Resolution as **Exhibits A** and **B** (collectively, ***"Development Agreements"***); and

**WHEREAS,** Applicant has agreed to execute and record the Development Agreements; and

**WHEREAS**, the Village Board has determined that entering into the Development Agreements with the Applicant will serve and be in the best interest of the Village;

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE BOARD OF DEERFIELD, LAKE AND COOK COUNTIES, ILLINOIS,** as follows:

**SECTION ONE: RECITALS.** The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the Village Board.

**SECTION TWO: APPROVAL OF DEVELOPMENT AGREEMENTS.** The Development Agreements by and between the Village and the Applicant is hereby approved in substantially the forms attached to this Resolution as Exhibits A and B, and in final forms to be approved by the Village Manager and the Village Attorney.

**SECTION THREE: EXECUTION OF DEVELOPMENT AGREEMENTS.** The Village Mayor and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the Development Agreements upon receipt by the Village Clerk of at least one original copy of the Development Agreements executed by the Applicant or Applicant's affiliate; provided, however, that if the executed copy of the Development Agreements is not received by the Village Clerk within 60 days after the effective date of this Resolution, or within such greater period of time as the Village Board may approve by

resolution, then this authority to execute and attest will, at the option of the Village Board, be null and void.

**SECTION FOUR: EFFECTIVE DATE.** This Resolution will be in full force and effect upon its passage and approval by a majority of the members of the Village Board.

AYES:

NAYS:

ABSTAIN:

ABSENT:

PASSED:

APPROVED:

RESOLUTION NO.

_____
Daniel C. Shapiro, Mayor

ATTEST:

_____
Kent S. Street, Village Clerk

# EXHIBIT A

## DEVELOPMENT AGREEMENT FOR 155 N. PFINGSTEN

**THIS DOCUMENT PREPARED BY AND AFTER RECORDING RETURN TO:**

Benjamin L. Schuster
Elrod Friedman LLP
350 N. Clark Street
Second Floor
Chicago, IL 60654

Above Space for Recorder's Use Only

# SUBDIVISION AND DEVELOPMENT AGREEMENT

# BETWEEN

# THE VILLAGE OF DEERFIELD AND

# 155 GROUP, LLC

# [BRICKYARD LOFTS - 155 N. PFINGSTEN ROAD – LOT 1]

# DATED AS OF _____, 2026

**SUBDIVISION AND DEVELOPMENT AGREEMENT**
**BETWEEN**
**THE VILLAGE OF DEERFIELD AND**
**155 GROUP, LLC**
**155 N. PFINGSTEN ROAD (LOT 1)**

**THIS SUBDIVISION AND DEVELOPMENT AGREEMENT** (***"Agreement"***) is dated as of the ____ day of _____, 2026, and is by and between the Village of Deerfield, an Illinois home rule municipal corporation (***"Village"***), and 155 Group, LLC, an Illinois limited liability company (***"Developer"***).

**IN CONSIDERATION OF** the agreements set forth in this Agreement, the receipt and sufficiency of which are mutually acknowledged, and pursuant to the Village's statutory and home rule powers, the Parties agree as follows:

## SECTION 1. BACKGROUND.

**A.** The Property is an approximately 7.43-acre property located at the address commonly known as 155 N. Pfingsten Road in Deerfield, Illinois.

**B.** As of the Effective Date of this Agreement, Developer is the owner of the Property.

**C.** The Property is located in the I-1 Office, Research, Restricted Industrial District (***"I-1 District"***) and is currently improved with a three-story, L-shaped office building, parking lot, and associated improvements.

**D.** On June 15, 2026, the Corporate Authorities approved Resolution No. _____, approving the Final Plat of Subdivision, which separates the Property into two lots of record: (i) Lot 1, which will be developed by Developer; and (ii) Lot 2, which is proposed to be developed by Primrose School Franchising Company LLC, a Georgia limited liability company, or its franchisee or affiliate (***"Primrose"***).

**E.** Developer proposes to redevelop the building on Lot 1 into a multi-family apartment building containing 112 residential units (***"Apartment Building"***) and to construct detached garages to serve the Apartment Building (***"Garages"***), amenities including six electric car charging stations, private fitness center, outdoor seating and cooking grill stations, sun terrace, business center, and dog park (collectively, the ***"Shared Amenities"***) and has filed applications with the Village for this purpose (***"Proposed Development"***).

**F.** Primrose is under contract with the Developer to purchase Lot 2 to construct a children's day care center and nursery school, landscaping, and other site improvements (***"Day Care Center"***), and the Developer has filed applications on behalf of Primrose for this purpose.

**G.** In furtherance of the construction of the Proposed Development, the Developer filed applications with the Village seeking: (i) rezoning of the Property from the I-1 District to the R-5 General Residence District (***"R-5 District"***); (ii) approval of a special use permit for a residential planned unit development on the Property; (iii) approval of a special use permit for a children's day care center and nursery school on Lot 2; (iv) approval of the Final Development Plan for the Proposed Development; (v) approval of a plat of subdivision to resubdivide the Property into two lots of record; (vi) a zoning exception from Section 12.02-E of the Zoning Code; (vii) zoning exceptions from Section 12.02-H.3 of the Zoning Code; (viii) zoning exceptions from

Section 12.02-J of the Zoning Code; (ix) zoning exceptions from Appendix I of the Zoning Code; (x) a zoning exception from 9.02-A,6.d. of the Zoning Code; (xi) a zoning exception from Section 9.01-B.2 of the Zoning Code; and (xii) a text amendment to Section 9.02-A of the Zoning Code to allow signage for day care centers and nursery schools located in the R-5 General Residence District (collectively, the ***"Requested Relief"***).

**H.** On August 4, 2025, the Village Board adopted motions granting preliminary approval for the Proposed Development and the Requested Relief (***"Preliminary Approval"***).

**I.** On June 15, 2026, the Village Board adopted the Planned Development Ordinance (as defined in Section 2) and other ordinances approving the Proposed Development and the Requested Relief, effective upon the execution of this Agreement.

**J.** As part of the Planned Development Ordinance, and pursuant to the Affordable Housing Regulations, the Village approved an Affordable Housing Compliance Plan for Lot 1.

**K.** The Corporate Authorities have determined that the development of Lot 1 pursuant to and in accordance with this Agreement and the Development Approvals would further enable the Village to regulate the development of the Property.

**L.** Developer has proposed, and the Village has agreed, to enter into this Agreement to, among other reasons, satisfy the requirements set forth in the Affordable Housing Regulations.

**M.** The Village desires that Lot 1 be redeveloped and used only in compliance with this Agreement and the Planned Development Ordinance.

**N.** As provided in, and as a condition of, the Planned Development Ordinance, Developer has agreed to execute this Agreement to provide that Lot 1 be developed only in compliance with this Agreement and the Developmental Approvals.

## 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. All capitalized terms and phrases in this Agreement have the meanings set forth in the preamble above and in this Section or elsewhere in this Agreement. If a word or phrase is not specifically defined in this Agreement, it has the meaning ascribed to it in the Village Laws.

***Affordable Housing Compliance Plan*:** The Affordable Housing Compliance Plan submitted to the Village pursuant to Section 2.14-L of the Affordable Housing Regulations, approved by the Corporate Authorities in the Planned Development Ordinance, and attached to this Agreement as **Exhibit B**.

***Affordable Housing Regulations*:** The regulations set forth in Section 2.14 of the Zoning Code.

***Affordable Housing Units*:** Any residential dwelling unit or units designated for Affordable Housing, as that term is defined by Section 2.14-B of the Village Code, as a result of the development of Lot 1 and pursuant to the Affordable Housing Regulations.

***Affordable Unit Covenant:*** The "Workforce and Accessibility Housing Restrictive Covenant," in all material respects the same as the approved template attached to this Agreement as **Exhibit C**, to be executed by Developer and recorded against Lot 1 pursuant to the Affordable Housing Regulations and Section 3.D of this Agreement.

***Apartment Building***: Defined in Section 1.D of this Agreement.

***Building Code*****:** Chapter 6 of the Village Code.

***Corporate Authorities*****:** The Mayor and Board of Trustees of the Village.

***CTM Plan*****:** Defined in Section 5.F.1 of this Agreement.

***Day Care Center***: Defined in Section 1.F of this Agreement.

***Development:*** The redevelopment of the Property by Developer.

***Development Approvals:*** The Planned Development Ordinance, Ordinance No. _____, adopted by the Corporate Authorities amending the comprehensive plan, and Ordinance No. _____, adopted by the Corporate Authorities rezoning the Property to the Village's R-5 General Residence District.

***Effective Date*****:** The date of execution of this Agreement by all of the Parties as set forth in the first paragraph of page one of this Agreement.

***Events of Default*****:** Defined in Section 13.A of this Agreement with respect to Developer and in Section 13.B of this Agreement with respect to the Village.

***Final Development Plan****:* Collectively, the plans and specifications for the Development approved by the Corporate Authorities pursuant to the Planned Development Ordinance.

***Final Landscape Plan*****:** That certain "Overall Landscape Plan," prepared by Hirsch MPG LLC, consisting of four sheets (L1.0, L1.1, L2.0 and L3.0), with a latest revision date of June 15, 2026, and attached as **Exhibit C**.

***Final Plat of Subdivision***: The Final Plat of Subdivision for the Brickyard Lofts Subdivision, prepared by Edward J. Molloy & Associates consisting of two sheets with a latest revision date of October 9, 2025, approved by the Corporate Authorities by Resolution No. _____. Upon the date on which the Final Plat of Subdivision becomes effective, the Final Plat of Subdivision will, automatically and without further action by the Corporate Authorities or the Parties, be deemed to be incorporated in, and made a part of, the Final Development Plan, and by extension, this Agreement.

***Guarantee*****:** Defined in Section 9.A of this Agreement.

***Improvements Construction Schedule***: The schedule for construction of Improvements as specifically described in Section 4.A.3 of this Agreement.

***Improvements*****:** The on-site and off-site improvements to be made in connection with the development of Lot 1, as provided in Section 4 of this Agreement, including, without limitation, the

Public Improvements to be installed pursuant to the Final Development Plan, but specifically excluding the buildings to be constructed on the Property.

***Indemnified Claims*:** Defined in Section 10.C of this Agreement.

***Letter of Credit*:** The performance security required by Section 10.A of this Agreement, in the form attached as **Exhibit D** to this Agreement.

***Lot 1:*** The tract of land, consisting of approximately 5.716 acres, located at the address commonly known as 155 N. Pfingsten Road in Deerfield, Illinois and legally described in **Exhibit L** attached to this Agreement.

***Lot 2:*** The tract of land, consisting of approximately 1.713 acres, located at the address commonly known as 155 N. Pfingsten Road in Deerfield, Illinois and legally described in **Exhibit M** attached to this Agreement.

***Maintenance Guarantee*:** Defined in Section 9.D of this Agreement.

***Parties*:** The Village and Developer, collectively.

***Person*:** Any corporation, partnership, individual, joint venture, limited liability company, trust, estate, association, business, enterprise, proprietorship, governmental body or any bureau, department or agency thereof, or other legal entity of any kind, either public or private, and any legal successor, agent, representative, authorized assign, or fiduciary acting on behalf of any of the above.

***Planned Development Ordinance*:** Ordinance No. _____, adopted by the Corporate Authorities and as may be amended: (i) approving a special use permit for a residential planned unit development for the Property; (ii) approving a special use permit for a children's day care center and nursery school; (iii) approving the Final Development Plan for the Property; (iv) granting zoning exceptions within the approved planned development; and (v) approving the Affordable Housing Compliance Plan for Lot 1;

***Property*:** The tract of land, consisting of approximately 7.43 acres, located at the address commonly known as 155 N. Pfingsten Road in Deerfield, Illinois and legally described in **Exhibit A** attached to this Agreement.

***Public Improvements:*** Those Improvements identified in the Final Development Plan that will be dedicated to, and accepted by, the Village, including the Right-of-Way-Improvements, water and sewer mains, and fire hydrants.

***Requirements of Law*:** The Village Laws and all applicable laws, statutes, codes, ordinances, resolutions, rules, regulations, and policies of any federal, state, or local government or governmental agency with jurisdiction over the Property, each as may be amended from time to time.

***Right-of-Way Improvements*:** The Improvements to be constructed on or within the rights-of-way on the Property and on the rights-of-way adjacent to the Property to be dedicated to the Village, as specifically described in Section 4.E of this Agreement.

***Site Stabilization*:** Completing the construction of the exteriors of all Structures, securing all Structures, and either: (i) completing the construction of partially constructed improvements or (ii) at the request of the Village, demolition of partially constructed improvements and regrading, erosion control, and installation of sod or seeding and ensuring maintenance of such sod or seeding.

***Stormwater Improvements*:** The following specific Improvements, as depicted on the Final Development Plan or Final Plat of Subdivision, including private storm sewers, related equipment, appurtenances, structures, swales, and storm drainage areas installed and maintained on Lot 1, (ii) the rights-of-ways on the Property to be dedicated to the Village, and (iii) the existing rights-of-way adjacent to the Property to ensure adequate storm water drainage and management and to collect and direct storm water into the Village storm sewer system.

***Structure*:** Anything constructed or erected, the use of which requires more or less permanent location on the ground, or anything attached to something having a permanent location on the ground, but not including paving or surfacing of the ground. Structure will in all cases be deemed to include, without limitation, the residential structure, garages, ground signage, and street signage to be constructed on Lot 1.

***Subdivision Ordinance*:** The "Deerfield Subdivision Ordinance," as amended from time to time.

***Transferee Assumption Agreement***: Defined in Section 11.C of this Agreement.

***Uncontrollable Circumstance*:** Any of the following events and circumstances that materially change the ability of Developer to carry out its obligations under this Agreement:

a. a change in the Requirements of Law, other than an action taken by the Village pursuant to Section 14.A.3 of this Agreement;

b. insurrection, riot, civil disturbance, sabotage, act of public enemy, explosion, nuclear incident, war, or naval blockade;

c. epidemic or pandemic, hurricane, tornado, landslide, earthquake, lightning, fire, windstorm, other extraordinary weather conditions preventing performance of work, or other similar Act of God;

d. governmental condemnation or taking other than by the Village; or

e. strikes, lockouts, or labor disputes, other than those caused by the unlawful acts of Developer, its partners, or affiliated entities.

Uncontrollable Circumstance does not include: (i) delays caused by weather conditions, unless the weather conditions are unusually severe or abnormal considering the time of year and the particular location involved; or (ii) economic hardship, impracticability of performance, commercial, economic, or market conditions, or a failure of performance by a contractor (except as caused by events that are Uncontrollable Circumstances as to the contractor).

***Vertical Construction*:** The construction, reconstruction, or renovation of any portion of a Structure above grade level.

***Village Code*:** "The Municipal Code of the Village of Deerfield, Illinois, 1975," as amended from time to time.

***Village Laws:*** The Village Code, the Zoning Code, the Subdivision Code, and all other Village laws, codes, ordinances, resolutions, rules, regulations, and policies.

***Zoning Code*:** "The Deerfield Zoning Ordinance 1978," as amended from time to time.

**B. Rules of Construction.**

1. Grammatical Usage and Construction. In construing this Agreement, plural terms are to be substituted for singular and singular for plural, in any place in which the context requires.

2. Headings. The headings, titles, and captions in this Agreement are used only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement or any of the substantive provisions of this Agreement.

3. Calendar Days; Calculation of Time Periods. Unless otherwise specified in this Agreement, references to days in this Agreement are to calendar days. Unless otherwise specified in this Agreement, in computing any period of time under this Agreement, the day of the act or event on which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless the last day is a Saturday, Sunday or legal holiday under the laws of the State in which the Property is located, in which event the period will run until the end of the next day which is not a Saturday, Sunday or legal holiday. The final day of any period will be deemed to end at 5:00 p.m., Central prevailing time.

4. Compliance and Conflict with Other Requirements. Unless otherwise specified in this Agreement, if there is a conflict between this Agreement and any plan, document, or Requirement of Law referenced in this Agreement, the plan, document, or Requirement of Law that provides the greatest control and protection for the Village, as determined by the Village Manager, will control. All of the provisions in this Agreement, and all referenced plans, documents, and Requirements of Law are to 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 3. REDEVELOPMENT OF LOT 1.

**A. Compliance with this Agreement.** Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the Village Laws or any other rights Developer may have, during the term of this Agreement, Lot 1 may only be redeveloped pursuant to, and in accordance with, the terms and provisions of this Agreement and its exhibits, including, without limitation, the development conditions set forth in this Section 3. Development of Lot 1 in a manner deviating from these conditions will be deemed a violation of this Agreement and Developer's obligations hereunder, and an Event of Default pursuant to Section 13.A of this Agreement.

**B. Redevelopment.** The redevelopment must consist of the following required elements, all of which were promised by Developer and served as an enticement to the Village to enter into this Agreement and adopt the Development Approvals:

1. **Apartment Building** (**Lot 1)**

a) One hundred and twelve loft-style, multi-family apartment units, 11 of which must be Affordable Housing Units.

b) 94 detached parking garages and 161 surface parking spaces, totaling 255 parking spaces.

2. The Improvements, as described and depicted in Section 4 and the Final Development Plan.

**C. General Development Restrictions.** The development, construction, operation and maintenance of the Development on Lot 1, must, except for minor alterations due to final engineering and site work approved by the Village, as appropriate, comply, and be in accordance, with the following:

1. This Agreement;

2. The Development Approvals;

3. The Final Development Plan, and all individual plans and documents of which it is comprised;

4. The Zoning Code;

5. The Building Code;

6. The Subdivision Code;

7. The Affordable Housing Compliance Plan; and

8. The Requirements of Law, including, without limitation, the Affordable Housing Regulations.

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 8 of this Section 3.C, the interpretative provisions of Section 2.B.4 will prevail.

## SECTION 4. IMPROVEMENTS.

### A. Design and Construction of the Improvements.

1. Description of Improvements. The Improvements are depicted and described on the Final Development Plan, and include, without limitation, the following:

a. Stormwater sewer mains, service lines, and facilities;

b. Sanitary sewer mains and service lines;

c. Water mains and service lines;

d. The Right-of-Way Improvements, as described in Section 4.E of this Agreement; and

e. The landscaping, as depicted in the Final Landscape Plan, and as described in Section 4.C of this Agreement.

2. General Standards. All Improvements must be designed and constructed pursuant to and in accordance with the Final Development Plan and the Development Approvals, and will be subject to the reasonable written satisfaction of the Village Principal Planner, Director of Public Works and Engineering or Village Forester (for matters within their respective permitting authorities) in accordance with Village Laws. All work performed on the Improvements must be conducted in a good and workmanlike manner, with due dispatch, and in compliance with the Improvements Construction Schedule, any phasing plan provided pursuant to this Agreement, as well as all 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. All Improvements must be constructed and installed in accordance with the highest standards of professional practice, care, skill, and diligence practiced by recognized firms or licensed and accredited professionals in performing services of a similar nature. Any work required by law or by this Agreement to be performed by licensed professionals will be performed by professionals licensed in accordance with the Requirements of Law.

3. Improvements Construction Schedule. Prior to commencing any construction of any Public Improvement, or of any part of the Development that will affect existing utilities or roadways, Developer must meet with the Village Director of Public Works and Engineering, or their designee, to develop a mutually-agreeable Improvements Construction Schedule for all of that construction. The meeting must take place not less than one week prior to the commencement of any of that construction. After the meeting, Developer must prepare and submit minutes of the meeting and Improvements Construction Schedule to the Village Principal Planner and Director of Public Works and Engineering. No construction may occur prior to the approval by the Village Principal Planner and Director of Public Works and Engineering of the meeting minutes and the Improvements Construction Schedule, which approval the Village will use reasonable efforts to give or deny within one week of receipt by the Village.

4. Contract Terms; Prosecution of the Work. Developer must cause each contractor and subcontractor performing work on the Improvements to prosecute the work diligently and continuously, in full compliance with, and as required by or pursuant to, this Agreement, the Development Approvals, the Final Development Plan, the Improvements Construction Schedule, and the Requirements of Law, until the work is properly completed. Developer must take over and prosecute the work if a contractor or subcontractor fails to do so in a timely and proper manner.

5. Engineering Services. Developer must provide, at its sole cost and expense, all engineering services for the design and construction of the Improvements by a professional engineer. In addition, Developer shall ensure that a project manager with at least 15 years' experience of residential development project oversight shall oversee the construction of the Improvements. Developer must promptly provide the Village with the name of a local owner's representative (which may be the project manager) and a telephone number or numbers at which the owner's representative can be reached at all times.

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

immediate access to Lot 1 for the purpose of conducting these inspections during regular operating hours and within 12 hours outside of regular operating hours upon notice by the Village.

7. Other Approvals. Where the construction and installation of any Improvement requires the consent, permission, or approval of any third-party public agency or private party, 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.

**B. Connection of Utilities.**

1. Developer must, at its sole cost and expense, and in accordance with and pursuant to the Final Development Plan, install, and if applicable, upgrade: (a) all public utility connections servicing Lot 1; and (b) the connection of all utilities to facilities located on Lot 1.

2. No utilities located on Lot 1 may be connected to the sewer and water utilities belonging to the Village except in accordance with the applicable provisions of the Requirements of Law and upon payment all fees required by Village Laws.

**C. Landscaping**. Prior to the issuance by the Village of a final certificate of occupancy for any Structure on Lot 1, it being understood that a temporary certificate of occupancy may be issued if winter conditions preclude required landscaping installation, Developer must install all landscaping on Lot 1, as depicted on the Final Landscape Plan, which landscaping must be installed and maintained in accordance with the following:

1. All trees, shrubs, plantings, and ornamentals must be healthy, and of the size, height, and species described in the Final Landscape Plan.

2. The Village Forester will have the right to reasonably reject or require replacement of any landscaping that is not in accordance with this Agreement.

3. Developer will, and does hereby, guaranty the proper health and survival of all landscaping (new and transplanted) for a period of two years after the date of the installation of the landscaping.

4. The final grade of Lot 1 must contain at least four inches of topsoil if there is sod on top and six inches of topsoil if seeded.

5. Upon installation, the trees required to be installed and planted pursuant to this Agreement must have the minimum height and diameter as represented on the Final Landscape Plan, and must comply with the tree replacement requirements set forth in the Village Laws.

6. Developer must replace any plantings that are not healthy and growing after one year from the date of installation.

**D. Lighting.** All exterior lighting on Lot 1 must comply at all times with the lighting requirements set forth in the Village Code and conform to the Photometric Plan included as part of the Final Development Plan.

**E. Right-of-Way Improvements.**

1. Grant of Temporary Construction License. Subject to the terms and conditions set forth in this Agreement, the Village grants to Developer, and Developer accepts, a non-exclusive revocable license, for the construction, installation, and completion, at the sole cost and expense of Developer, of the following improvements within Village-owned rights-of-way and, as necessary, within adjacent Village-owned parcels (collectively, the ***"Licensed Premises"***), all as depicted in the Final Development Plan, and pursuant to and in strict accordance with the terms and provisions of this Section 4.E and the other provisions of this Agreement (***"Improvements Construction License"***):

a. Sidewalk. The construction and restoration of sidewalks, mountable curbs, and other Village infrastructure within the easterly portion of that certain segment of the N. Pfingsten Road right-of-way located on the western lot line of Lot 1 and the westerly portion of Deer Lake Road along the eastern lot line of Lot 1 following utility connections within said rights-of-way.

b. Pedestrian Crossing Improvements. The installation of improvements within the N. Pfingsten Road right-of-way to facilitate safe pedestrian crossings across N. Pfingsten Road to and from the Property.

c. Landscaping in Public Rights-of-Way. Installation of landscaping materials within the rights-of-way adjacent to Lot 1, as depicted in the Final Landscape Plan.

2. Limitation of Interest. Except for the Improvements Construction License granted pursuant to this Section 4.E, Developer does not and will not have any legal, beneficial, or equitable interest, whether by adverse possession or prescription or otherwise, in any portion of the Licensed Premises, or the N. Pfingsten Road right-of-way, or any other Village-owned property or right-of-way. Specifically, and without limitation of the foregoing, Developer acknowledges and agrees that nothing in this Agreement is to be interpreted to provide a license to Developer to alter any Village-owned right-of-way in any way other than for the installation of the improvements identified in this Section 4.E.

3. Construction of the Right-of-Way Improvements. Developer must construct the Right-of-Way Improvements in accordance with and pursuant to the Final Development Plan and this Agreement, in a good and workmanlike manner, all at the sole expense of Developer and subject to inspection and approval by the Village. Specifically, and without limitation of the foregoing, during the period of installation, Developer must: (a) construct all Right-of-Way Improvements in specific locations and of specific designs approved in advance by the Village Principal Planner and Director of Public Works and Engineering, for landscaping improvements, by the Village Forester; and (b) maintain the Licensed Premises and all streets, sidewalks, and other public property in and adjacent to the Licensed Premises in a safe, good and clean condition without hazard to public use at all times, and in accordance with the standards set forth in Section 5.H of this Agreement.

4. Village's Reservation of Rights Over Licensed Premises. The Village hereby reserves the right to use the Licensed Premises in any manner that will not prevent, impede, or interfere in any way with the exercise by Developer of the rights granted pursuant to this Section 4.E. The Village will have the right to grant other non-exclusive licenses or easements, including, without limitation, licenses or easements for utility purposes, over, along, upon, or across the Licensed Premises rights-of-way. The Village further reserves its right of full

and normal access to the Licensed Premises for the maintenance of any existing or future utility located thereon.

5. Liens. Developer must, at its sole cost and expense, take all necessary action to keep all portions of the Licensed Premises free and clear of all liens, claims, and demands, including without limitation mechanic's liens, in connection with any work performed by the Licensee or its agents.

6. Maintenance of Right-of-Way by Village. Without limitation of the provisions of Section 10 of this Agreement, the Village will not be liable for any damage that may occur to the Right-of-Way Improvements as a result of the Village's necessary maintenance responsibilities with regard to any right-of-way that is subject to the Improvements Construction License. Any maintenance, repair, or replacement of the Right-of-Way Improvements necessary as a result of the Village maintenance or other work will be at the sole cost and expense of Developer, through and including the date of expiration of the License, as set forth in Section 4.E.7 of this Agreement.

7. Term. The Improvements Construction License granted pursuant to this Section 4.E will expire upon the acceptance by the Village of all Right-of-Way Improvements pursuant to Section 4.F of this Agreement.

**F. Dedication and Maintenance of the Improvements.**

1. Final Inspection and Approval of the Improvements. 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, and in no event with less than one week's advance notice, to allow the Village time to inspect the Improvements and to prepare a punch list of items requiring repair or correction and to allow 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 construction of the Improvements). 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 5.A of this Agreement, including all punch list items, have been fully and properly completed; and (b) the Village Director of Public Works has determined that the specific Improvement has been constructed to completion, in accordance with the Final Development Plan and Requirements of Law.

2. Dedication and Acceptance of Public Improvements. Neither the execution of this Agreement, nor the approval of the Development Approvals, constitutes acceptance by the Village of any Improvements that are depicted as "dedicated" on the Final Development Plan, 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 Subdivision Code.

3. Transfer of Ownership of the Public Improvements and Easements to the Village. Upon the approval of, and prior to acceptance of, the Public Improvements to be accepted by the Village pursuant to Section 5.F of this Agreement, Developer must execute, or cause to be executed, all documents as the Village may request to transfer ownership of, or to provide easements in, the Public Improvements to, and to evidence ownership of the Public Improvements by, the Village, free and clear of all liens, claims, encumbrances, and restrictions,

unless otherwise approved by the Village in writing. Developer must, at the same time: (a) grant, or cause to be granted, to the Village all easements or other property rights as the Village may require to install, operate, maintain, service, repair, and replace the Public Improvements that have not previously been granted to the Village, free and clear of all liens, claims, encumbrances, and restrictions, unless otherwise approved by the Village in writing; and (b) provide a written estimate of the monetary value of each Public Improvement to be accepted by the Village.

4. Maintenance of Public Improvements. For a period of at least two years following acceptance by the Village of the Public Improvements, Developer must, at its sole cost and expense, maintain the Public Improvements without any modification, except as specifically approved in writing by the Village Director of Public Works and Engineering, in a first-rate condition at all times. Developer hereby guarantees, on its behalf and on behalf of its successors, the prompt and satisfactory correction of all defects and deficiencies in any of the Public Improvements that occur or become evident within two years after acceptance of the Public Improvement by the Village pursuant to this Agreement. In the event the Village Director of Public Works and Engineering determines, in the Village Director of Public Works and Engineering's reasonable discretion, that Developer is not adequately maintaining, or has not adequately maintained, any Public Improvement, Developer must, after 10 days' prior written notice from the Village (subject to Uncontrollable Circumstances), correct it or cause it to be corrected. If Developer fails to correct the defect, commence the correction of the defect, or diligently pursue correction of the defect to completion, the Village, after 10 days' prior written notice to Developer, may, but will not be obligated to, enter upon any or all of Lot 1 for the purpose of performing maintenance work on and to the Public Improvement. In the event that the Village causes to be performed any work pursuant to this Section 4.F.4, Developer must, upon demand by the Village, pay the costs of the work to the Village. If Developer fails to pay the costs, the Village will have the right to draw from the Maintenance Guarantee required pursuant to Section 8.B of this Agreement, based on costs actually incurred or on the Village's reasonable estimates of costs to be incurred, an amount of money sufficient to defray the entire cost of the work, including legal fees and administrative expenses. In the event any Public Improvement is repaired or replaced pursuant to this Section 4.F.4, the Village's right to draw upon the Maintenance Guarantee pursuant to Section 9.B of this Agreement will be extended, as to the repair or replacement, for two full years from the date of the repair or replacement.

5. Effect of Approval and Acceptance. Approval or acceptance of any Improvement will not constitute a waiver of any rights or claims that the Village has, before or after approval and acceptance, with respect to any breach of this Agreement by Developer or any right of indemnification of the Village by Developer.

## SECTION 5. DEMOLITION AND CONSTRUCTION OF PROPOSED DEVELOPMENT.

### A. General Construction and Contracting Requirements.

1. Compliance with Plans and Approvals. The redevelopment of Lot 1 must be designed and constructed pursuant to and in accordance with the Final Development Plan and the Development Approvals. All work must be conducted in a good and workmanlike manner and with due dispatch. All materials used for construction on Lot 1 will be in accordance with the specifications for the work to be performed.

2. Contracts for Work on Lot 1. Developer must cause every contractor and subcontractor working on Lot 1 to prosecute the work diligently, and in full compliance with, and as required by or pursuant to, this Agreement, the Development Approvals, and the Requirements

of Law, until the work is properly completed, and take over and prosecute the work if the contractor or subcontractor fails to do so in a timely and proper manner.

3. Application for Permits and Approvals. 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.

4. Village Inspections and Approvals. All work on Lot 1 will be subject to inspection and approval by Village representatives at all times, subject to safety rules on Lot 1.

5. Prevailing Wage. Developer must comply, and will cause all contractors constructing Public Improvements to comply, with the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq*.), as it may be applicable. Without limitation, to the extent the Illinois Prevailing Wage Act applies, Developer acknowledges and agrees, and will take all necessary steps to insure, that the Illinois Prevailing Wage Act applies to each contract pursuant to which Developer will construct, or cause the construction of, a Public Improvement or other Improvement that will be dedicated or transferred to another public entity upon its completion and acceptance.

**B. Demolition of Existing Structures.** Developer may commence demolition of the interior of the Apartment Building on Lot 1 only after obtaining all necessary demolition permits from the Village. Developer's demolition must also be in full conformity with the demolition plan attached as **Exhibit E**, and Developer must mitigate dust, smoke, and other particulates resulting from the demolition in compliance with such demolition plan and all applicable Requirements of Law. Developer will conduct all demolition work on Lot 1 in full compliance with the Village's permitted construction work hours regulations. Developer will remove and dispose of all debris resulting from the demolition of existing structures on Lot 1 in compliance with the Requirements of Law.

**C. Single-Phase Development.** The construction of the Public Improvements must take place in a single phase, subject to seasonal conditions. Upon the commencement of construction of or on any Structure, the construction must take place in once continuance phase, subject to seasonal conditions.

**D. Limits on Vertical Construction**. In addition to any other applicable provision of this Agreement and the Requirements of Law, Developer may not commence any Vertical Construction, and the Village will have the right to refuse to issue a building permit for any Vertical Construction, unless the Village Manager has determined that the construction of a functional water system that can deliver water to all proposed fire hydrants in the manner required by the Village is complete as required by this Agreement and Requirements of Law, except as may be authorized in writing by the Village Manager, in their sole discretion, after consultation with the Village's Principal Planner and Director of Public Works and Engineering.

**E. Diligent Pursuit of Construction.**

1. Once commencement of construction is authorized pursuant to this Agreement, the Developer must pursue, or cause to be pursued, all required development, demolition, construction, and installation of structures, buildings, and Improvements on Lot 1 in a diligent and expeditious manner, and in strict compliance with the Village Code and the Requirements of Law. Developer will conduct all construction work on Lot 1 in full compliance with the Village's permitted construction work hours regulations.

2. Developer must complete and make ready the Improvements for inspection, approval and, where appropriate, acceptance by the Village pursuant to the Improvements Construction Schedule approved by the Village Director of Public Works and Engineering as part of the Final Development Plan. The Developer may be allowed extensions of time beyond the completion dates set forth in the Improvements Construction Schedule only for unavoidable delay caused by Uncontrollable Circumstances or as may be approved by the Village Manager.

**F. Construction Traffic.**

1. Construction and Traffic Management Plan. Developer must comply with the Construction and Traffic Management Plan (**"*CTM Plan*"**) for the development of Lot 1 attached as **Exhibit K**. The CTM Plan will govern (i) the location, storage, and traffic routes for construction equipment and construction vehicles, and (ii) the location of alternative off-street parking during the construction.

2. Designated Routes of Access. The Village reserves the right to designate certain prescribed routes of access to Lot 1 for construction traffic to provide for the protection of pedestrians and to minimize disruption of traffic and damage to paved street surfaces, to the extent practicable; provided, however, that the designated routes must not: (a) be unreasonably or unduly circuitous; nor (b) unreasonably or unduly hinder or obstruct direct and efficient access to Lot 1 for construction traffic.

3. Maintenance of Routes of Access. At all times during the construction of the Structures and Improvements, Developer must: (a) keep all routes used for construction traffic free and clear of mud, dirt, debris, obstructions, and hazards caused by Developer's construction traffic; and (b) repair any damage caused by Developer's construction traffic.

**G. Tree Preservation.** Developer must comply with all applicable tree preservation regulations set forth in the Tree Preservation Ordinance of the Village Code, and the following additional requirements:

1. Developer must, prior to construction, erect fencing satisfactory to the Village Forester to protect those existing trees located on Lot 1: (i) designated in the Final Landscape Plan; and (ii) designated for protection by the Village Forester.

2. No grade alteration or construction may take place within designated tree preservation areas, consistent with the tree fencing plan that must be submitted with Developer's applications for building permits for the Development.

**H. Storm Water Management and Erosion Control During Construction.** During construction of any of the Structures or Improvements on Lot 1, Developer must:

1. Install and implement measures necessary to temporarily divert or control any accumulation of storm water away from or through Lot 1 in a manner approved in advance by the Village Director of Public Works and Engineering, which method of diversion must include early installation of storm drains to collect water and convey it to a safe discharge point;

2. Install erosion control devices as necessary and depicted on the Final Development Plan to prevent silt, dirt, snow, ice, water, and other materials from leaving the site and traveling onto other properties;

3. Take all practicable measures to mitigate dust, smoke, and other particulates resulting from the demolition and construction; and

4. Properly remove or dispose of all debris, spoils, materials, and waste generated by demolition, grading, construction, installation and paving on Lot 1 in accordance with the Requirements of Law, including, without limitation, any applicable Lake County, Illinois stormwater ordinances and regulations.

All installations made pursuant to this Section 5.H must be maintained by the Developer until all final certificates of occupancy have been issued by the Village for the Development, except as otherwise may be approved by the Village Manager.

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

**J. 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 Lot 1 at any time when 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, the Planned Development Ordinance, or the Requirements of Law.

2. Timing of Construction 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 Lot 1 until all Improvements to be located on Lot 1 are completed by Developer and approved by the Village. The foregoing does not preclude the Village's issuance of conditional certificates of occupancy pursuant to 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 such Improvements by Developer and approval of the Improvements by the Village will not constitute a waiver of the Village's right to withhold any building permit or certificate of occupancy and will not confer on Developer any right or entitlement to any other building permit or certificate of occupancy.

3. Completion of Public Roads, Private Driveways, and Parking Areas. No conditional certificate of occupancy or final certificate of occupancy associated with any new building to be located on Lot 1 will be issued until the final grading and application of final surface course, and, where applicable, striping of parking spaces for the roads, driveways, and parking areas serving the Apartment Building has been completed.

**K. Completion of Construction; Site Stabilization.** Subject to Uncontrollable Circumstances, if the Developer fails to diligently pursue all demolition and construction as required in, or permitted by, this Agreement to completion within the time period prescribed in the building permit or permits issued by the Village for the 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, complete Site Stabilization in accordance with plans approved by the Village.

**L. As-Built Plans.** After completion of construction of any new Improvement, the Developer must submit to the Village Director of Public Works and Engineering: (1) final "as-built" plans related to the roadway, street lighting, drainage, grading, storm sewer, sanitary sewer and water mains, underground electrical relating to the street lighting, plumbing, gas service, and associated structures; and (2) other final construction documents (in paper and, for Improvements, electronic format) as required and approved by the Village Director of Public Works and Engineering and the Village Principal Planner. The as-built plans must indicate, without limitation, the amount, in square feet, of impervious surface area on Lot 1. A licensed Professional Engineer (PE) and Professional Land Surveyor (PLS) registered in the State of Illinois must stamp the as-built site construction plans. The PE or PLS must stamp and sign the final engineering pages of the as-built construction plans, and the PLS must stamp and sign the final as-built survey.

## SECTION 6. DECLARATIONS, COVENANTS AND EASEMENTS.

### A. Affordable Housing Units.

1. Construction and Development. Not less than 11 dwelling units constructed on Lot 1 must be designated as Affordable Housing Units in accordance with and pursuant to this Agreement, the Affordable Housing Regulations, and the Affordable Housing Compliance Plan for Lot 1.

2. Recordation – Condition of Certificate of Occupancy. As a condition precedent to any issuance of any building permits for Lot 1, Developer must cause an Affordable Unit Covenant, in substantially the form attached to this Agreement as **Exhibit F**, to be fully executed and properly recorded against Lot 1, as required pursuant to Section 2.14-M of the Affordable Housing Regulations. Developer must notify the Village of all recordations performed pursuant to this Section 3.D.2 the recording number assigned to the Affordable Unit Covenant. Failure to record the Affordable Unit Covenant as provided in this Section 3.D.2 will, among other things, give the Village the right, but not the obligation, to rescind and terminate the Planned Development Ordinance, in whole or in part, along with all of the rights and approvals granted in that Ordinance.

3. Order of Recordation and Declaration Primacy. The Affordable Unit Covenant must not be subject or subordinate to any mortgages, liens, or any other similar encumbrances, including, without limitation, construction loans. Pursuant to the Affordable Housing Plan and the Affordable Housing Regulations, Developer must take all steps necessary to cause the Affordable Unit Covenant to have priority over any other interests recorded against Lot 1. Developer must provide and require such documents as are necessary to ensure that any mortgage, deed of trust or other lien, and any renewals and extensions thereof, presently existing, or hereafter placed or caused by Developer, upon any portion of Lot 1 must be subordinate to the Affordable Unit Covenant.

4. Evidence of Compliance. Developer must provide the Village with a title report or other evidence reasonably satisfactory to the Village demonstrating compliance with this Section 3.D within 60 days following recordation of the Affordable Unit Covenant.

5. Certificate of Occupancy. The Village shall have no obligation to issue any temporary or permanent certificates of occupancy for the Apartment Building on Lot 1 until the permanent certificate of occupancies for all Affordable Housing Units have been issued and marketing of the Affordable Housing Units has begun.

**B. Operations and Reciprocal Easement.** The Developer must record an Operation and Reciprocal Easement Agreement ("***OREA***") against title to the Property in substantially the form as attached to this Agreement in **Exhibit N**.

## SECTION 7. PAYMENT OF FEES AND CONTRIBUTIONS.

**A. Impact Fees.** Developer will fully comply with, and cause to be paid, prior to the issuance of any building permits for Lot 1, the fees in lieu of land contributions calculated pursuant to the Village's Impact Fee Ordinance for the following districts (collectively, ***"Impact Fees"***), which Impact Fees are set forth below:

1. Deerfield Park District - $537,445.13;

2. Deerfield Public Schools District 109 - $64,592.50;

3. Township High School District 113 - $39,655.00;

4. Deerfield-Bannockburn Fire Protection District - $1,074.89; and

5. Village and Deerfield Public Library - $146,543.37.

The Impact Fees are based on a per unit basis and the number of bedrooms of each unit, and must be paid for prior to the issuance of any building permit to construct a residential structure on Lot 1. Developer acknowledges that the payment of development impact fees imposed by the Impact Fee Ordinance are reasonable, and Developer holds harmless and releases the Village, and the Deerfield Park District, Deerfield Public Schools District 109, Township High School District 113, Deerfield-Bannockburn Fire Protection District, and Deerfield Public Library (collectively, the ***"Districts"***) from any claim or other action Developer may have against either or both the Village or the Districts as a result of the Impact Fee Ordinance and the impact fees exacted thereunder for distribution to any District by the Village. Developer acknowledges and agrees that, if Developer is entitled to any credit toward the Impact Fees as a result of development impact fees previously paid by third-parties with respect to other proposed developments of Lot 1, and if that credit exceeds the Impact Fees otherwise due pursuant to this Section 7: (a) the Village will have no liability or responsibility whatsoever to pay to Developer the difference between the credit and the Impact Fees otherwise due; and (b) Developer must pursue any claim for those payments with the affected Districts.

**B. Other Village Fees.** In addition to all other costs, payments, fees, charges, contributions, or dedications required by this Agreement, Developer must pay to the Village all application, inspection, engineering review, infrastructure maintenance, 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 or otherwise due as a result of the Development.

**C. Affordable Housing Unit Fee Waiver.** Notwithstanding any provisions to the contrary contained in this Agreement, the Village will partially waive the applicable application fees, building permit fees, plan review fees, inspection fees, demolition permit fees, and such other development fees and costs imposed by the Village, as set forth, and in the manner prescribed in, Section 2.14-F.3 of the Zoning Code. In no event shall such fee waiver be applied to any impact fees set forth in Section 7.A of this Agreement or third-party legal, engineering, and other consulting or administrative fees, costs, and expenses incurred or accrued by the Village in connection with the review and processing of plans for the Development. For clarity, the fee for any fees that are entitled to be reduced pursuant to this Section will be reduced by 10 percent for those fees that are charged for activities that occur across the entire Property, and 10 percent for fees that are applicable for each Affordable Housing Unit. To the extent that a discount cannot be calculated properly at the time a fee is due, the Parties will true-up and make any needed adjustments, whether by payment or refund, at the time the Development is complete.

## SECTION 8. PAYMENT OF VILLAGE FEES AND COSTS.

In addition to all other costs, payments, fees, charges, contributions, or dedications required by this Agreement or by the Requirements of Law, and in addition to all other agreements between Developer and the Village concerning the Development, 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 Lot 1, including, without limitation, the preparation, review, and processing of plans, ordinances, resolutions, and other approvals therefor; (2) the negotiation, preparation, consideration, and review of this Agreement and all exhibits and associated documents; and (3) third-party engineering, and other consulting costs incurred by the Village to inspect and monitor the development of Lot 1. Payment of all fees, costs, and expenses must be made by a certified or cashier's check or by Federal Reserve wire transfer in accordance with written instructions from the Village. Contemporaneous with the execution of this Agreement by the Village Manager, the Developer shall pay to Village all such third-party legal, engineering, and other consulting or administrative fees, costs, and expenses incurred by the Village prior to such execution. Any such fees, costs, days incurred after execution if this Agreement will be paid by Developer to the Village within 60 days after the Village provides Developer an invoice and reasonable detailed back up documentation for the fees that are being charged to Developer if requested. Developer further acknowledges and agrees that it will continue to be liable for and to pay, promptly after presentation of a written demand or demands for payment, the 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 Developer during the term of this Agreement in connection with the use and development of Lot 1. Further, Developer will be liable for and will pay after demand all fees, costs, and expenses incurred by the Village for publications and recordings required in connection with the above matters.

## SECTION 9. PERFORMANCE SECURITY.

**A. General Requirements.** As security to the Village for the performance by Developer of its obligations pursuant to and in accordance with this Agreement, Developer will provide to the Village performance and payment security (**"*Guarantee"***) in the form of one or

more letters of credit (**"*Letter of Credit*"**) in a total amount equal to 125% of the estimated costs of completing the Improvements required pursuant to this Agreement, as determined in the sole and absolute discretion of the Village Director of Public Works and Engineering. The Letter of Credit must be in form and substance substantially conforming in all material respects with **Exhibit D** to this Agreement, satisfactory to the Village Attorney. Specifically, and without limitation of the foregoing, the Letter of Credit must allow the Village to draw from the Letter of Credit in the event that the Developer does not fully reimburse the Village for any costs and expenses incurred by the Village for work performed pursuant to Section 6.I.2 of this Agreement. The Guarantee must be provided to the Village prior to the issuance of any permits for the Development, and must be maintained at all times until all Improvements have been approved and, as appropriate, accepted.

**B. Use of Guarantee Funds**. If Developer fails or refuses to perform Site Stabilization, as required pursuant to Section 5.K of this Agreement, that failure or refusal is a Developer Event of Default, then the Village in its reasonable discretion may draw on and retain all or any of the funds remaining in the Guarantee as necessary to remedy the failure or refusal. The Village thereafter will have the right, subject to an additional 30 days' notice and opportunity for cure, to cause the Improvements to be completed or corrected, and subject to the terms of the immediately preceding sentence, to reimburse itself from the proceeds of the Guarantee for all of its costs and expenses, including reasonable legal fees and administrative expenses, resulting from or incurred as a result of the Developer's failure or refusal. If the funds remaining in the Guarantee are insufficient to repay fully the Village for all costs and expenses, then the Developer must, upon demand of the Village, deposit with the Village any additional funds as the Village determines are necessary, within 30 days after receipt of a request therefor, to fully repay the required costs and expenses.

**C. Reductions in Guarantee.** Concurrent with the approval or acceptance of Improvements in the manner provided in Section 5.F of this Agreement, the Guarantee may be reduced in a proportional amount of the Improvements that have been approved and, as appropriate, accepted, by the Village.

**D. Maintenance Guarantee.** Immediately after any approval and, where appropriate, acceptance, by the Village of the Public Improvements pursuant to this Agreement, the Developer must post a new guarantee in the amount of 15 percent of the actual total cost of the Public Improvements on Lot 1, provided as all cash, or a combination of cash and a letter of credit (with at least 10 percent of the actual total cost of the Public Improvements in cash), as security for the Developer's maintenance of those Public Improvements (each a "***Maintenance Guarantee***"). The Maintenance Guarantee will be held by the Village in escrow until the date that is two years after the approval and, where appropriate, acceptance by the Village of the Public Improvement, secured by the Maintenance Guarantee pursuant to this Agreement. If the Village is required to draw on a Maintenance Guarantee by reason of the Developer's failure to fulfill its maintenance obligations under this Section 9.D, then Developer must, within 10 days after receipt of a demand from the Village, cause the Maintenance Guarantee to be increased to its full original amount.

## SECTION 10. LIABILITY AND INDEMNITY OF VILLAGE.

**A. Village Review.** 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 Development or the Improvements, or the issuance of any approvals, permits, certificates, or acceptances, for the Development or use of the Development or the Improvements, and that the Village's review and approval of any plans

and Improvements, and issuance of any approvals, permits, certificates, or acceptances, does not, and will not, in any way, be deemed to insure Developer or any of its successors, assigns, tenants and licensees, or any third party, against damage or injury of any kind at any time.

**B. Village Procedure.** 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 of the Development Approvals, and Developer agrees not to challenge these approvals on the grounds of any procedural infirmity or of any denial of any procedural right.

**C. Indemnity.** Developer agrees to, and does hereby, hold harmless, indemnify, and, at the election of the Village defend with counsel of the Village's choice, the Village 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 those parties in connection with: (i) the Village's review and approval of any plans for the Development or the Improvements; (ii) the issuance of any approval, permit, certificate, or acceptance for the Development or the Improvements; and (iii) the development, construction, maintenance, or use of any portion of the Development or the Improvements (***"Indemnified Claims"***); provided, however, that this indemnity does not, and will not, apply to willful misconduct or gross negligence on the part of the Village.

**D. Defense Expense.** Developer, only as to its own acts or omissions, 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 Indemnified Claims.

**E. Insurance.** Developer, and its contractors and subcontractors constructing the Development, must obtain and maintain the insurance coverages in **Exhibit H** attached to this Agreement.

## SECTION 11. NATURE, SURVIVAL, AND TRANSFER OF OBLIGATIONS.

**A. Runs with Land.** The provisions of this Agreement run with and bind Lot 1 and inures to the benefit of, is enforceable by, and obligates the Village, Developer, and any of their respective, grantees, successors, assigns, and transferees, including all successor legal or beneficial owners of all or any portion of Lot 1, from the date this Agreement is recorded and until this Agreement is terminated or expires. 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. Binding Effect**. All obligations of Developer under this Agreement are and will be binding upon the following parties: (1) Developer, unless Developer, its successor, and the Village execute a Transferee Assumption Agreement in accordance with Section 11.B of this Agreement; (2) any and all of Developer's heirs, successors, and assigns; and (3) any and all of the current and future legal and beneficial owners of all or any portion of Lot 1.

**C. Transferee Assumption Agreement**. Developer will remain fully bound by this Agreement, whether or not Developer owns any interest in Lot 1, unless Developer and its

transferee execute an enforceable written agreement, in substantially the form of **Exhibit I** to this Agreement, agreeing to be bound by the provisions of this Agreement (***"Transferee Assumption Agreement"***). The transferee must provide the Village, upon request, with reasonable assurances of the financial ability of the transferee to meet those obligations as the Village may require. The Village agrees that upon a transferee 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 Developer will be released to the extent of the transferee's assumption of the liability. The failure of 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: (1) constitute an Event of Default under this Agreement; and (2) result in Developer remaining fully liable for all of its obligations under this Agreement, but will not relieve the transferee of its liability for all the obligations as a successor to Developer.

**D. Required Provisions for Transfers of Property.** In the event Developer intends to transfer a legal or beneficial interest in any portion of Lot 1, Developer must:

1. Notify the Village in writing at least 30 days prior to any date on which Developer transfers (as that term is defined below) a legal or beneficial interest in any portion of Lot 1 to a third party with the exception of leases to residential tenants of the Development; and

2. Incorporate this Agreement by reference into any and all real estate sales contracts for transfers, as that term is defined below, entered into for the sale of all or any portion of Lot 1.

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 Lot 1, or any beneficial interest in Lot 1, in whole or in part, by voluntary or involuntary sale, foreclosure, merger, sale and leaseback, consolidation, or otherwise provided.

**E. Mortgagees of Property.**

1. This Agreement is not binding on mortgagees or other secured parties of Lot 1 unless and until the mortgagee or secured party assumes title to Lot 1, in whole or in part. The requirements set forth in Section 11.C of this Agreement, concerning Transferee Assumption Agreements, do not apply to a mortgagee or secured party that assumes title via a foreclosure or a deed in lieu of foreclosure.

2. Developer may not grant a mortgage or other secured interest in Lot 1 or the Development to any person except upon the execution by the mortgagee or secured party of a "Consent and Subordination Agreement", in substantially the form attached to this Agreement as **Exhibit J**.

## SECTION 12. TERM.

**A. Term**. The term of this Agreement commences on the Effective Date and, unless terminated sooner pursuant to the provisions of this Agreement, expires without further action on the date that all Improvements are approved by the Village and the Improvements, as required by this Agreement and the Subdivision Code, are accepted by the Village. Notwithstanding anything to the contrary in this Section 12, the Developer's indemnity and defense obligations as

set forth in Section 10 of this Agreement, and all maintenance and guarantee periods established pursuant to this Agreement, will survive the termination of this Agreement.

**B. Automatic Termination.** This Agreement will automatically terminate if the Developer fails to take other steps toward Development, including, but not limited to, filing a building permit application.

## SECTION 13. EVENTS OF DEFAULT.

**A. Developer Events of Default**. The following are Developer Events of Default

1. If any representation made by Developer in this Agreement, or in any certificate, notice, demand or request made by 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 cure as set forth in Section 13.C of this Agreement, failure by Developer in the performance or breach of any covenant contained in this Agreement concerning the existence, structure or financial condition of Developer.

3. Subject to cure as set forth in Section 13.C of this Agreement, failure by Developer in the performance or breach of any covenant, warranty or obligation contained in this Agreement.

4. Subject to cure as set forth in Section 13.C of this Agreement, construction by Developer of any Structure or Improvement that is not authorized by this Agreement or otherwise in a manner not permitted by law.

5. Subject to cure as set forth in Section 13.C of this Agreement, failure by Developer to commence construction of the Development.

6. Subject to cure as set forth in Section 13.C of this Agreement, failure by Developer to complete construction or installation of any Structure or Improvement on Lot 1 or in connection with the Development.

7. Subject to cure as set forth in Section 13.C of this Agreement, Developer causes any damage to real or public property that is not owned by Developer.

8. Subject to cure as set forth in Section 13.C of this Agreement, Developer is not, or ceases to be, a legal entity qualified to do business in the State of Illinois.

9. Developer knowingly permits criminal activity on Lot 1 or does not take reasonable and diligent steps to prevent criminal activity if it becomes aware that criminal activity is occurring or has occurred on the Lot 1.

10. The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of 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 Developer for any substantial part of its property, or ordering the winding-up

or liquidation of its affairs and the continuance of any the decree or order unstayed and in effect for a period of 60 consecutive days.

11. The commencement by Developer of a voluntary case under the federal bankruptcy laws, as may be amended from time to time, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by Developer to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of Developer or of any substantial part of Lot 1, or the making by any of those entities of any assignment for the benefit of creditors or the failure of Developer generally to pay the entity's debts as they become due or the taking of action by Developer in furtherance of any of the foregoing, or a petition is filed in bankruptcy by others.

12. Subject to cure as set forth in Section 14.C of this Agreement, change in the organizational status of Developer except in accordance with the Transferee Assumption provisions in Section 11 of this Agreement.

13. Developer abandons the development of the Lot 1. Abandonment will be deemed to have occurred when work stops on the development of the Lot 1 for more than 30 days for any reason other than Uncontrollable Circumstances, unless otherwise permitted by this Agreement. The failure of Developer to secure any approvals required for the development or construction of the Lot 1 will not be a valid defense to abandonment.

14. Subject to cure as set forth in Section 13.C of this Agreement, Developer otherwise fails to comply with the Requirements of Law in connection with the Development or the Lot 1.

**B. <u>Village Events of Default</u>**. The following are Village Events of Default under this Agreement:

1. If any material representation made by the Village in this Agreement, or in any certificate, notice, demand or request made by the Village in writing and delivered to 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 Uncontrollable Circumstances, default by the Village for a period of 30 days after written notice from Developer in the performance or breach of any covenant contained in this Agreement; provided, however, that the default will not constitute an Event of Default if it cannot be cured within said 30 days and the Village, within that 30 days, initiates and diligently pursues appropriate measures to remedy the default and in any event cures the default within 90 days after the notice.

**C. <u>Cure Period</u>.**

1. For all Events of Default identified in Section 13.A for which Developer has the right to cure, Developer must cure the Event of Default within 30 days after receipt of the notice, or, if the Event of Default cannot be cured within 30 days, Developer must initiate and diligently pursue appropriate measures to remedy the default within 30 days, and in any event must cure the default within 60 days after receipt of the notice.

2. When sending notice of an Event of Default to Developer, the Village shall also send notice to all lenders of Developer provided that Developer has provided notice to the

Village of that lender and the address to which notice must be sent. Developer's lender(s) have the same right to cure an Event of Default as Developer provided that such lenders comply with all of the terms of this Agreement related to curing the Event of Default and comply with all Requirements of Law when doing so.

**SECTION 15. REMEDIES AND ENFORCEMENT.**

**A. Remedies**. In the case of an Event of Default:

1. Legal Procedures. Except as otherwise provided in this Agreement, the non-defaulting Party may institute proceedings in law or in equity, or any other proceeding, as may be necessary or desirable at its option to cure or remedy the Event of Default, including, without limitation, proceedings to compel specific performance of the defaulting Party's obligations under this Agreement.

2. Removal and Restoration by Village. In the event Developer fails or refuses to perform Site Stabilization, as required pursuant to Section 5.K of this Agreement or otherwise upon demand of the Village after the occurrence of a Developer Event of Default, the Village will have, and is hereby granted the right, at its option, to enter Lot 1 and: (a) perform Site Stablization; and (b) cause the Structures or Improvements to be completed in accordance with the plans submitted. Developer must fully reimburse the Village for all costs and expenses, including legal and administrative costs, incurred by the Village for this work. If Developer does not so fully reimburse the Village, the Village will have the right to draw from the Guarantee and the Maintenance Guarantee, as described in and provided pursuant to Section 7 of this Agreement, an amount of money sufficient to defray the entire cost of the work, including legal fees and administrative expenses. If Developer does not fully reimburse the Village, and the Guarantee and Maintenance Guarantee have no funds remaining in them or are otherwise unavailable to finance the work, then the Village will have the right to place a lien on Lot 1 for all the costs and expenses in the manner provided by law. The rights and remedies provided in this Section 14.A.2 are in addition to, and not in limitation of, any other rights and remedies otherwise available to the Village in this Agreement, at law, or in equity.

3. Repeal of Development Approvals. The Village will have the absolute right to repeal the Development Approvals if a Developer Event of Default occurs under this Agreement.

**B. Limitation.** Notwithstanding anything to the contrary contained in this Agreement, Developer may 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, performance, or breach of, or default under, this Agreement. The Parties acknowledge and agree that, except as expressly provided in this Agreement, the covenants and agreements set forth in this Agreement are those of the Parties, and are not the individual covenant or guarantee of any natural person.

**C. Prevailing Party.** In the event of a judicial proceeding brought by one Party against the other Party on account of the negotiation, execution, performance, or breach of, or default under, this Agreement, 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 16. REPRESENTATIONS AND WARRANTIES.**

**A. By the Village.** The Village represents and warrants, as of the date of execution by the Village of this Agreement, that:

1. The Village is a home rule municipal corporation duly organized and validly existing under the laws of the State of Illinois and has the corporate authority to enter into this Agreement;

2. The execution and performance of this Agreement by the Village: (i) have been duly authorized by all necessary corporate action on the part of the Village; and (ii) do not, for any reason, result in any breach of any agreement or other instrument to which the Village is subject;

3. The execution of this Agreement by the Village requires no other consents, approvals, or authorizations on the part of the Village; and

4. To the best of the knowledge of the person executing this Agreement on behalf of the Village 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 Village or Lot 1 in any court or before any governmental authority that involve the possibility of materially or adversely affecting the ability of the Village to perform its obligations under this Agreement.

**B. By Developer.** Developer, and the person executing this Agreement on behalf of Developer, represent and warrant, as of the date of execution by Developer of this Agreement, that:

1. Developer is an Illinois limited liability company, duly organized, validly existing, and qualified to do business in Illinois;

2. Developer has the authority to execute and perform this Agreement, and Developer is in compliance with all Requirements of Law, the failure to comply with which could affect the ability of Developer to perform its obligations under this Agreement;

3. The execution and performance by Developer of this Agreement has been duly authorized by all necessary corporate action, and does not violate its organizational documents, any of the applicable Requirements of Law, or constitute a breach of or default under, or require any consent under, any agreement, or instrument to which Developer is now a party or by which Developer is now bound including any mortgages, secured loans, or instruments granting another party a superior interest in Lot 1 or the Development;

4. Developer has complied with Section 11.E.2 of this Agreement with respect to all mortgagees and second parties existing as of the Effective Date;

5. The applications, plans, materials, and other submissions Developer has provided to the Village: (i) accurately and truthfully represent Developer's capabilities, resources, and intentions for the construction of the Development on Lot 1; (ii) have induced the Village to enter into this Agreement; and (iii) any material misrepresentation contained in Developer's submissions will constitute an incurable Developer Event of Default pursuant to Section 13 of this Agreement.

6. There are no actions or proceedings by or before any court, governmental commission, board, bureau, or any other administrative agency pending, threatened, or affecting Developer or Lot 1 that involve the possibility of materially or adversely affecting the ability of the Village to perform its obligations under this Agreement;

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

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

**SECTION 17. 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 email. 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. Email notices will be deemed received by the addressee upon explicit or implicit acknowledgment of receipt by the addressee. By notice complying with the requirements of this Section, each Party will have the right to change its address or its 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 of Deerfield
850 Waukegan Road
Deerfield, Illinois 60015
Attention: Village Manager
E-mail: kstreet@deerfield.il.us

With a copy to:

Elrod Friedman LLP
350 N. Clark Street, Second Floor
Chicago, Illinois 60654
Attention: Benjamin Schuster
E-mail: benjamin.schuster@elrodfriedman.com

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

155 Group, LLC
1030 W. Chicago Avenue
Chicago, Illinois 60642
Attention: Paul Fishbein
E-mail: paul@baumrealty.com

With a copy to:

Dykema Gossett, PLLC
10 South Wacker Drive, Suite 2300
Chicago, Illinois 60606
Attention: Andrew Scott
E-mail: apscott@dykema.com

**B. Time of the Essence.** Time is of the essence in the performance of this Agreement.

**C. Rights Cumulative.** Unless otherwise provided in this Agreement, all rights, remedies, and benefits provided by this Agreement are cumulative and are not exclusive of any other rights, remedies, and benefits allowed by law.

**D. Non-Waiver.** No waiver of any provision of this Agreement, and no delay in exercising or failure to exercise any right or authority set forth in this Agreement, will be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor will any waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

**E. Consents.** Unless otherwise provided in this Agreement, all required permissions, authorizations, approvals, acknowledgments, or similar indications of assent of any Party must be in writing.

**F. Governing Laws.** This Agreement will be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

**G. Venue.** Exclusive jurisdiction with regard to the any actions or proceedings arising from, relating to, or in connection with this Agreement will be in the Illinois circuit court for Lake County, Illinois, or, where applicable, in the federal court for the Northern District of Illinois.

**H. Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the Village will have the right, in its sole and absolute discretion, to determine if (i) the remainder of the provisions of this Agreement will remain in full force and effect and will in no way be affected, impaired, or invalidated; or (ii) the entire Agreement is invalid, void, and unenforceable.

**I. Entire Agreement.** This Agreement and the Development Approvals constitute the entire agreement between the Parties, and supersede any and all previous or contemporaneous oral or written agreements and negotiations between the Parties, with respect to the Development.

**J. Interpretation.** This Agreement will be construed without regard to the identity of the Party who drafted the various provisions of this Agreement. Every provision of this Agreement will be construed as though all 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 will not be applicable to this Agreement.

**K. Exhibits. Exhibits A** through **N** attached to this Agreement are incorporated in and made a part of this Agreement.

**L. Amendments and Modifications.**

1. No amendment to this Agreement will be effective unless and until the amendment is in writing, properly approved in accordance with applicable procedures, and executed by all Parties.

2. Amendments or modifications to the Development Approvals can be considered and acted on by the Village without the same being deemed an amendment or modification to this Agreement provided that all applicable procedural requirements of the Zoning Code and Subdivision Code and the provisions of this Agreement are satisfied.

**M. Third Party Beneficiary.** The provisions of this Agreement are and will be for the benefit of Developer and Village only and are not for the benefit of any third party, and, accordingly, no third party will have the right to enforce the provisions of this Agreement. The Village will not be liable to any vendor or other third party for any agreements made by Developer, purportedly on behalf of the Village, without the knowledge and approval of the Corporate Authorities.

**N. Recording.** Developer must record this Agreement against Lot 1, at its sole cost, with the Recording Division of the Lake County Clerk, within 30 days following the execution of this agreement by the Corporate Authorities.

**O. Counterpart Execution.** This Agreement may be executed in counterparts, each of which is deemed to be an original but all of which will constitute one and the same instrument. Facsimile or electronic counterpart copies of this Agreement will be considered for all purposes, including delivery, as originals.

**P. Village Actions, Consents, and Approvals**. Unless otherwise provided in this Agreement, any action, consent, or approval needed to be taken or given under this Agreement by the Village may only be performed by the Village Manager or their designee, to the extent provided for by law.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the Parties have hereunto set their hands on the date first above written.

ATTEST:

_____
Village Clerk

**VILLAGE OF DEERFIELD**, an Illinois home rule municipal corporation

By: _____
Daniel C. Shapiro
Its: Mayor

Date:

ATTEST:

By: _____

Its: _____

**155 GROUP, LLC**, an Illinois limited liability company

By: _____

Its: _____

Date:

**ACKNOWLEDGMENTS**

STATE OF ILLINOIS )
) SS.
COUNTY OF LAKE )

This instrument was acknowledged before me on _____, 20__, by Kent S. Street, the Village Manager of the Village of Deerfield, an Illinois municipal corporation, and by _____, the Village Clerk of said municipal corporation.

Given under my hand and official seal this ____ day of _____, 20__.

_____
Notary Public

My Commission expires:_____

SEAL

---

STATE OF _____ )
) SS.
COUNTY OF ____ )

This instrument was acknowledged before me on _____, 20___, by _____, the _____ of 155 Group, LLC, an Illinois limited liability company, and by _____, the _____ of said limited liability company.

Given under my hand and official seal this ____ day of _____, 20__.

_____
Notary Public

My Commission expires:_____

SEAL

## LENDER'S CONSENT AND SUBORDINATION

_____ (and its successors and assigns, **"*Mortgagee*"**), is the holder of a certain note made by _____ and secured by the following documents, each from _____ and recorded with the Lake County Recorder of Deeds as indicated (collectively, the **"*Mortgage*"**):

> [*DESCRIBE ALL APPLICABLE MORTGAGE AGREEMENTS, NOTES, AND OTHER RELATED DOCUMENTS, EACH BY DATE OF EXECUTION, DATE OF RECORDATION, AND RECORDED DOCUMENT NUMBER*]

Mortgagee hereby consents to the execution and recording of the above and foregoing Subdivision and Development Agreement (the **"*Agreement*"**), and hereby subjects and subordinates the Mortgage to the provisions of the Agreement.

IN WITNESS WHEREOF, Mortgagee has caused this Consent and Subordination to be signed by its duly authorized officer on its behalf on this _____ day of _____, 20__.

**MORTGAGEE:**

By: _____
Its: _____

STATE OF ILLINOIS )
) SS.
COUNTY OF _____ )

I, _____, a notary public in and for the County in the State aforesaid, DO HEREBY CERTIFY that _____, the _____ of _____, _____, who is personally known to me to be the person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation and _____ for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of _____, 20__.

_____
Notary Public

## INDEX OF EXHIBITS


| | |
|---|---|
| **LEGAL DESCRIPTION OF PROPERTY** | **A** |
| **AFFORDABLE HOUSING COMPLIANCE PLAN** | **B** |
| **FINAL LANDSCAPE PLAN** | **C** |
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| **LEGAL DESCRIPTION OF LOT 1** | **L** |
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| **OPERATION AND RECIPROCAL EASEMENT AGREEMENT** | **N** |

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

**CURRENT LEGAL DESCRIPTION:**

LOT 2 IN DEERFIELD BRICKYARDS RESUBDIVISION OF ALL OF LOT 7 IN FLODSTROM'S SUBDIVISION, ALL OF LOT 3 IN DEERFIELD TECH CENTER SUBDIVISION, TOGETHER WITH PART OF VACATED DEER LAKE ROAD, ALL IN THE SOUTHEAST ¼ OF SECTION 32 AND THE SOUTHWEST ¼ OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 28, 1989 AS DOCUMENT 2835375, IN LAKE COUNTY, ILLINOIS.

PIN: 16-33-304-018

The property is commonly known as: 155 N. Pfingsten Road, in Deerfield, Illinois

**POST-SUBDIVISION LEGAL DESCRIPTION**

LOTS 1 AND 2 IN THE BRICKYARD LOFTS SUBDIVISION BEING A SUBDIVISION OF LOT 2 IN DEERFIELD BRICKYARDS SUBDIVISION, IN THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LAKE COUNTY, ILLINOIS.

**EXHIBIT B**

**AFFORDABLE HOUSING COMPLIANCE PLAN**

THE VILLAGE OF DEERFIELD

# AFFORDABLE HOUSING COMPLIANCE PLAN

Pursuant to Article 2.14 of the Village of Deerfield Zoning Ordinance (Ord. O-21-38), the developer of a governed residential development project, shall file an Affordable Housing Compliance Plan application for approval.

## APPLICANT

Name Paul Fishbein Title Manager

Company 155 Group LLC

Address 1030 W. Chicago Avenue, Chicago, IL 60642

Phone (312) 275 - 3121 Email paul@baumrealty.com

Applicant Signature: Paul Fish

## PROPERTY OWNER

☒ Property owner is applicant

Name _____ Title _____

Company _____

Address _____

Phone _____ Email _____

## FINAL PLAN

**General description of the development.**

Project Brickyards Lofts

Address 155 North Pfingsten Road

Site (Acres/S.F) 5.72

Residential Type (Single Family/Multi-Family) Multi-family

Indicate If Units are For Sale or For Rent: ☐ For Sale ☒ For Rent

**The total number of market rate units and affordable housing units in the development.**

Total Number of Units in Development 112

Number of Market Rate Units 101

Number of Affordable Units 11

**(a) The Final Affordable Housing Compliance Plan includes all of the information required in the Preliminary Affordable Housing Compliance Plan.**

☐ No changes to the Preliminary Affordable Housing Compliance Plan.

☒ Changes have been made to the Preliminary Affordable Housing Compliance Plan.

☐ I have submitted a new Preliminary Affordable Housing Compliance Plan and noted the changes.

**(b) Phasing and construction schedule for each market rate and affordable unit.**

The developer anticipates starting the rehabilitation of the subject property in early 2026 and have the market rate and affordable units ready for occupancy by early 2027.

**(c) Provide documentation and plans regarding exterior and interior appearances, materials, and finishes of the development and each of the individual units. Note difference, if any.**

See attached floor plans regarding affordable units. The floor plans for the affordable units are identical to the market rate units and both units will contain the same finishes and appliances.

**(d)* Describe the development marketing plan to promote the sale or rental of the Affordable Housing Units within the development.**

The developer has not yet created a marketing plan to promote the rental of the affordable units but will coordinate with Village staff and local stakeholders to ensure the affordable units are publicized.

**(e)* Describe the efforts undertaken to provide affordable housing units to eligible households pursuant to the priorities set forth in Section 2.14 of the Affordable Housing Ordinance O-21-38.**

The developer has not yet undertaken efforts to provide affordable units to eligible households, but will work with Village staff and local stakeholders to ensure affordable units are provided to eligible households.

***The Village of Deerfield will engage a Third Party to implement and administer the Village's inclusionary housing program which includes, but is not limited to, conducting program screening, eligibility determination, and full income certification of potential housing candidates.**

## COMPLIANCE OF ARTICLE 2.14 AFFORDABLE HOUSING IN GOVERNED DEVELOPMENTS (Ordinance O-21-38)

I have read and will comply with Article 2.14 Affordable Housing in Governed Developments (Ordinance O-21-38) of the Deerfield Zoning Ordinance.

Name Paul Fisbein Title Manager

Company 155 Group, LLC

Signature

## FOR STAFF USE ONLY

This development a governed residential development pursuant to O-21-38? ☐ Yes ☐ No

Plan Commission Recommendation of Final Plan: ☐ Yes ☐ No Date_____

Village Board Final Plan Approval: ☐ Yes ☐ No Date_____

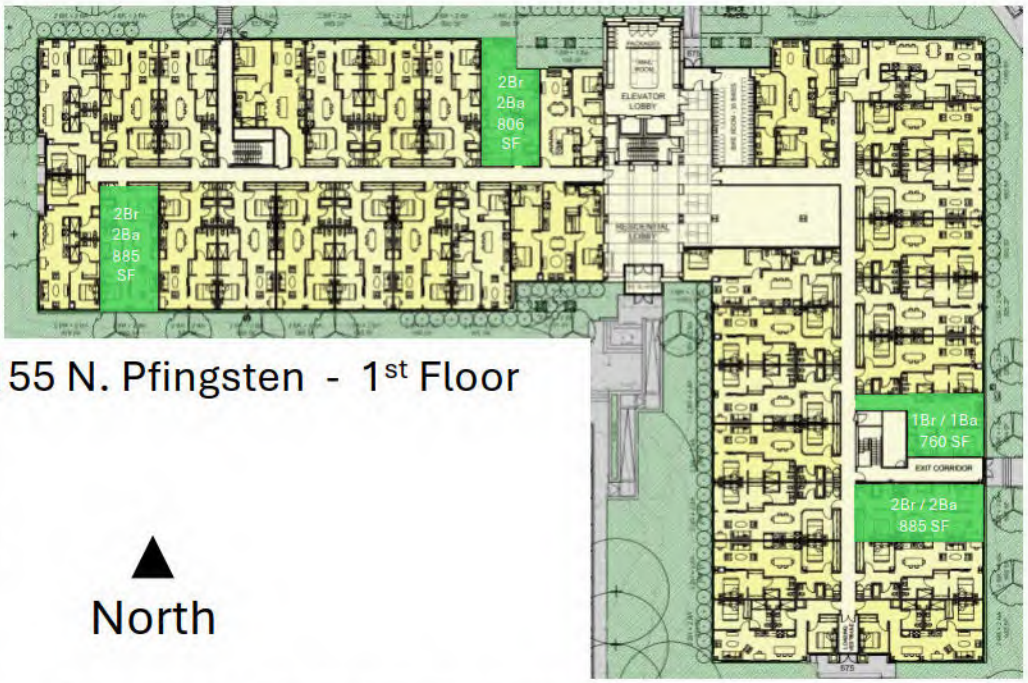
# EXHIBIT A

## Location of Affordable Units

10/9/25

| 155 N. Pfingsten Deerfield Affordable Units | | | | |
|---|---|---|---|---|
| Unit Type | 1 Br/1 Ba | | 2 Br/2 Ba | |
| 1st Floor | 760 | East | 806 | North |
| | | | 885 | South |
| | | | 885 | East |
| | | | | |
| 2nd Floor | 688 | North | 806 | North |
| | | | 885 | South |
| | | | 885 | West |
| | | | | |
| 3rd Floor | | | 806 | North |
| | | | 885 | South |
| | | | 885 | East |
| 11 Total | 2 | units | 9 | Units |

* Change from Preliminary plan 1BR unit moved from 3rd fl. North to 1st floor East




155 N. Pfingsten - 1st Floor

North

2nd Floor

3rd Floor

**EXHIBIT C**

**FINAL LANDSCAPE PLAN**

## GENERAL NOTES

1. ALL DIMENSIONS AND SITE CONDITIONS ARE TO BE VERIFIED IN THE FIELD BY THE CONTRACTOR. NOTIFY THE LANDSCAPE ARCHITECT OF ANY DISCREPANCIES PRIOR TO STARTING WORK. SITE PLAN, ARCHITECTURE PLAN AND SITE SURVEY WERE PROVIDED BY OTHERS.
2. THE CONTRACTOR SHALL HAVE A MINIMUM OF FIVE YEARS EXPERIENCE WITH PROJECTS OF SIMILAR SIZE AND TYPE. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS.
3. SPECIES AND SIZES OF PLANTS LISTED IN THE PLANT LIST ARE SUBJECT TO AVAILABILITY AT TIME OF INSTALLATION. IF SUBSTITUTIONS ARE REQUIRED, THE CONTRACTOR SHALL SUBMIT REQUESTS TO THE LANDSCAPE ARCHITECT FOR APPROVAL.
4. QUANTITIES SHOWN ON THE DRAWING AND IN THE PLANT LIST ARE PROVIDED ONLY FOR THE CONTRACTOR'S CONVENIENCE. THE CONTRACTOR SHALL VERIFY ALL PLANT QUANTITIES ON THE DRAWINGS AND NOTIFY THE LANDSCAPE ARCHITECT OF ANY DISCREPANCIES PRIOR TO INSTALLATION. THE CONTRACTOR IS RESPONSIBLE FOR INSTALLING ALL PLANTS PER THE PLANT SYMBOLS SHOWN ON THE DRAWINGS.
5. ALL OVERHEAD AND UNDERGROUND UTILITIES ARE TO BE LOCATED PRIOR TO DIGGING OR EXCAVATION. IF UTILITIES OR OTHER OBSTRUCTIONS ARE DISCOVERED TO CONFLICT WITH GRADING, PLANT OR MATERIALS PLACEMENT, NOTIFY THE LANDSCAPE ARCHITECT SO THAT ADJUSTMENTS MAY BE MADE PRIOR TO PROCEEDING.
6. CONTRACTOR SHALL TAKE ALL PRECAUTIONS TO PROTECT EXISTING PLANTS, LAWN AREA, FENCES, SITE FEATURES AND PAVING TO REMAIN. ANY DAMAGE TO THESE EXISTING AREAS OR FEATURES SHALL BE REPLACED BY THE CONTRACTOR AT THEIR EXPENSE. DAMAGED LAWN AREAS SHALL BE TILLED, RE-GRADED, TOPSOIL ADDED AS NEEDED AND BE RESTORED WITH SOD.
7. PROVIDE POSITIVE DRAINAGE AT ALL TIMES. DO NOT OBSTRUCT THE NATURAL OR ENGINEERED DRAINAGE FLOW PATTERN. NOTIFY THE LANDSCAPE ARCHITECT OF ANY DRAINAGE CONCERNS.
8. IF THERE ARE EXISTING ASH TREES ON THE PROJECT SITE, THE CONTRACTOR SHALL HAVE ALL ASH TREES INSPECTED FOR EMERALD ASH BORER INFESTATION BY A LICENSED ARBORIST OR FORESTER. ASH TREES TO BE DEMOLISHED SHALL ADHERE TO THE "ILLINOIS EMERALD ASH BORER COMPLIANCE AGREEMENT" BY THE ILLINOIS DEPARTMENT OF AGRICULTURE, AT WWW.ILLINOISEAB.COM. IT IS RECOMMENDED THAT ASH TREES TO BE DEMOLISHED, BE REMOVED BETWEEN SEPTEMBER 1ST AND APRIL 30TH, WHEN THERE ARE NO RESTRICTIONS. ASH TREES TO BE DEMOLISHED BETWEEN MAY 1ST AND AUGUST 31ST, MUST FOLLOW THE PROCEDURES OUTLINED IN THE "ILLINOIS EMERALD ASH BORER COMPLIANCE AGREEMENT".
9. IMPORTED TOPSOIL FOR THIS PROJECT SHALL BE FRIABLE LOAM OR SANDY LOAM, COMPRISED OF BETWEEN 20% AND 50% SILT, 10% AND 25% CLAY, AND 30% AND 60% SAND. THE pH LEVEL SHALL BE BETWEEN 6.0 AND 7.2 AND THE ORGANIC MATTER CONTENT SHALL BE BETWEEN 3% AND 6%. TOPSOIL SHALL BE FREE OF SEEDS, STONES, LARGE CLUMPS, ROOTS, LEAVES AND DEBRIS, AND SHALL NOT BE DELIVERED WHILE IN A FROZEN OR MUDDY CONDITION. CONTRACTOR SHALL PROVIDE A RECENT SOIL TEST ANALYSIS FOR ALL SOIL TO BE USED. THE ANALYSIS MUST INCLUDE THE INFORMATION REQUIRED ABOVE. IF TESTED TOPSOIL REQUIRES AMENDMENTS TO COMPLY WITH REQUIREMENTS, CONTRACTOR SHALL AMEND THE TOPSOIL, RE-TEST AND RESUBMIT THE ANALYSIS FOR APPROVAL PRIOR TO BRINGING THE TOPSOIL ON SITE.
10. EXISTING TOPSOIL FROM ON SITE THAT HAS BEEN STOCKPILED MAY BE USED IF IT MEETS THE REQUIREMENTS FOR IMPORTED TOPSOIL. THIS INCLUDES CONDUCTING SOIL TEST ANALYSIS' AND ADDING AMENDMENTS AS NEEDED SO THAT THE SOIL COMPLIES WITH THE REQUIREMENTS.
11. SOD SHALL BE A TALL FESCUE BLEND SOD, SUCH AS BLACK BEAUTY OR APPROVED EQUAL. BLUEGRASS BLEND SOD IS NOT ACCEPTABLE, UNLESS APPROVED BY THE LANDSCAPE ARCHITECT.
12. LAWN SEED SHALL BE A TALL FESCUE BLEND, SUCH AS GREENSKEEPER DROUGHT BEATER MIXTURE FROM NATIONAL SEED, OR APPROVED EQUAL. INSTALL SEED AT A RATE OF 10 POUNDS PER 1,000 SF. SEEDING SHALL BE INSTALLED BETWEEN MAY 1 AND JUNE 15, OR AUGUST 15 TO OCTOBER 15.
13. ALL PLANT MATERIAL MUST BE SPECIMEN QUALITY, TRUE TO SPECIES AND VARIETY, WITH FULL, DENSE AND HEALTHY FORMS. PLANTS THAT ARE NOT SPECIMEN QUALITY WILL NOT BE ACCEPTED. ALL PLANTS MUST HAVE BEEN LOCALLY GROWN AT A STATE INSPECTED AND CERTIFIED NURSERY, LOCATED WITHIN 50 MILES OF THE PROJECT SITE. PROVIDE STATE CERTIFICATION FOR EACH NURSERY USED.
14. ALL TREES ARE TO HAVE FRESHLY DUG, BALLED AND BURLAPPED ROOT BALLS WITH SIZES THAT MEET THE STANDARDS OF THE AMERICAN NURSERYMEN'S ASSOCIATION. DECIDUOUS AND EVERGREEN SHRUBS MAY EITHER HAVE FRESHLY DUG, BALLED AND BURLAPPED ROOT BALLS OR MAY BE CONTAINER GROWN. ALL PERENNIALS, ORNAMENTAL GRASSES AND GROUNDCOVERS MUST BE CONTAINER GROWN, CONTAINER GROWN MATERIALS SHALL HAVE BEEN GROWN IN THEIR CURRENT CONTAINER FOR A PERIOD OF NO LESS THAN SIX MONTHS.
15. ALL TREES SHALL BE INSPECTED BY THE LANDSCAPE ARCHITECT, AT THE NURSERY, PRIOR TO DIGGING. TREES THAT ARE ACCEPTABLE WILL BE SEALED. ALL SEALS APPLIED BY THE LANDSCAPE ARCHITECT MUST REMAIN ON THE TREES AND ARE NOT TO BE REMOVED BY THE CONTRACTOR. ALL TREES MUST HAVE SEALS IN PLACE AT TIME OF ACCEPTANCE OR WILL BE AUTOMATICALLY REJECTED. HEELED-IN TREES WILL NOT BE ACCEPTED WITHOUT PRIOR APPROVAL FROM THE LANDSCAPE ARCHITECT.
16. TREES SPECIES SUCH AS BETULA, CELTIS, CERCIS, CRATAEGUS, FAGUS, LIRIODENDRON, PLATANUS, POPULUS, PRUNUS, PYRUS, QUERCUS AND TAXODIUM ARE CONSIDERED 'SPRING DIG ONLY' TREES. THE CONTRACTOR MUST HAVE THESE TREES ORDERED, ACCEPTED AND DUG IN EARLY SPRING, FOR SUMMER AND FALL LANDSCAPE INSTALLATIONS.
17. ALL SHRUBS 36" HEIGHT OR TALLER ARE TO BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. AN EXAMPLE SHRUB MAY BE TAGGED OR PICTURES MAY BE SUBMITTED FOR APPROVAL. ALL SHRUBS THAT DO NOT MATCH THE APPROVED EXAMPLE SHRUB IN SIZE AND FORM, WILL BE REJECTED. ALL OTHER SHRUBS MUST MEET THE MINIMUM SIZES GIVEN IN THE PLANT LIST AND BE SPECIMEN QUALITY. SHRUBS THAT DO NOT MEET THESE GUIDELINES WILL BE REJECTED.
18. PLANT MATERIAL SHALL ONLY BE INSTALLED WITHIN THE FOLLOWING DATES:
    DECIDUOUS TREES AND SHRUBS: APR 1 THROUGH NOV 15
    SPRING DIG DECIDUOUS TREES: APR 1 THROUGH OCT 15
    EVERGREEN TREES AND SHRUBS: APR 1 THROUGH NOV 1
    PERENNIALS AND GROUNDCOVERS: MAY 1 THROUGH OCT 15.
19. THE LOCATION FOR ALL TREES AND SHRUBS ON SITE ARE TO BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. CONTRACTOR SHALL REQUEST LANDSCAPE ARCHITECT TO BE ON SITE AT LEAST THREE DAYS PRIOR TO INSTALLATION.
20. TEST TREE PITS AND PLANT BEDS FOR ADEQUATE DRAINAGE. FILL PLANT PIT WITH 12" OF WATER. IF WATER LEVEL DOES NOT DROP A MINIMUM OF ONE INCH PER HOUR, NOTIFY THE LANDSCAPE ARCHITECT OF DRAINAGE ISSUES.
21. PLANTING MIX FOR ALL PLANTINGS SHALL BE A BLEND OF 90% APPROVED TOPSOIL AND 10% SOIL AMENDMENT. ACCEPTABLE AMENDMENTS INCLUDE ONE STEP SOIL CONDITIONER OR PM35 PLANTER MIX FROM MIDWEST TRADING, OR APPROVED EQUAL. BLENDING OF PLANTING MIX COMPONENTS SHALL BE COMPLETED OUTSIDE OF THE PLANTING PITS, PRIOR TO PLANTING.
22. EXCAVATE PARKING LOT ISLANDS AND CURBED PLANTERS TO A DEPTH OF 24". BACKFILL WITH A 12" DEPTH OF TOPSOIL, AND A 12" DEPTH OF PLANTING MIX. BERM PLANTERS AND ISLANDS TO A HEIGHT OF 3" ABOVE TOP OF CURB TO PREVENT PONDING.
23. ALL PLANT BEDS ARE TO BE WELL SHAPED 'SPADE CUT' EDGES, 3" DEPTH, IN LINES OR IN CURVES AS SHOWN ON THE DRAWINGS.
24. ALL PLANT MATERIAL, INCLUDING SEED OR SOD, SHALL BE MAINTAINED BY THE CONTRACTOR UNTIL 'ACCEPTANCE' IS GRANTED. MAINTENANCE SHALL INCLUDE, WATERING, WEEDING, PRUNING, STRAIGHTENING, SPRAYING, MULCH REPLACEMENT AND MOWING.
25. THE CONTRACTOR SHALL REQUEST AN INSPECTION OF LANDSCAPE PLANTING UPON SUBSTANTIAL COMPLETION FOR "ACCEPTANCE". REQUEST MUST BE SUBMITTED TO LANDSCAPE ARCHITECT AT LEAST TEN DAYS PRIOR TO ANTICIPATED INSPECTION. UPON INSPECTION THE LANDSCAPE ARCHITECT SHALL PREPARE A PUNCH LIST OF UNACCEPTABLE OR OUTSTANDING ITEMS. AFTER THE ITEMS HAVE BEEN SATISFACTORILY COMPLETED AND REVIEWED, THE LANDSCAPE ARCHITECT WILL RECOMMEND "ACCEPTANCE". SOD AND SEED SHALL BE REVIEWED FOR ACCEPTANCE, ONLY AFTER THEY HAVE FULLY ROOTED AND HAVE BEEN MOWED AT LEAST TWICE.
26. ALL PLANT MATERIAL SHALL BE GUARANTEED FOR A PERIOD OF ONE YEAR FROM DATE OF "ACCEPTANCE". AT OR NEAR THE END OF THE GUARANTEE PERIOD, THE CONTRACTOR SHALL REQUEST AN INSPECTION OF LANDSCAPE PLANTING FOR "FINAL ACCEPTANCE". REQUEST MUST BE SUBMITTED TO LANDSCAPE ARCHITECT AT LEAST TEN DAYS PRIOR TO ANTICIPATED INSPECTION. UPON INSPECTION THE LANDSCAPE ARCHITECT SHALL PREPARE A PUNCH LIST OF UNACCEPTABLE ITEMS. AFTER THE ITEMS HAVE BEEN SATISFACTORILY REPLACED OR REPAIRED, REVIEWED AND APPROVED, THE LANDSCAPE ARCHITECT WILL RECOMMEND "FINAL ACCEPTANCE".

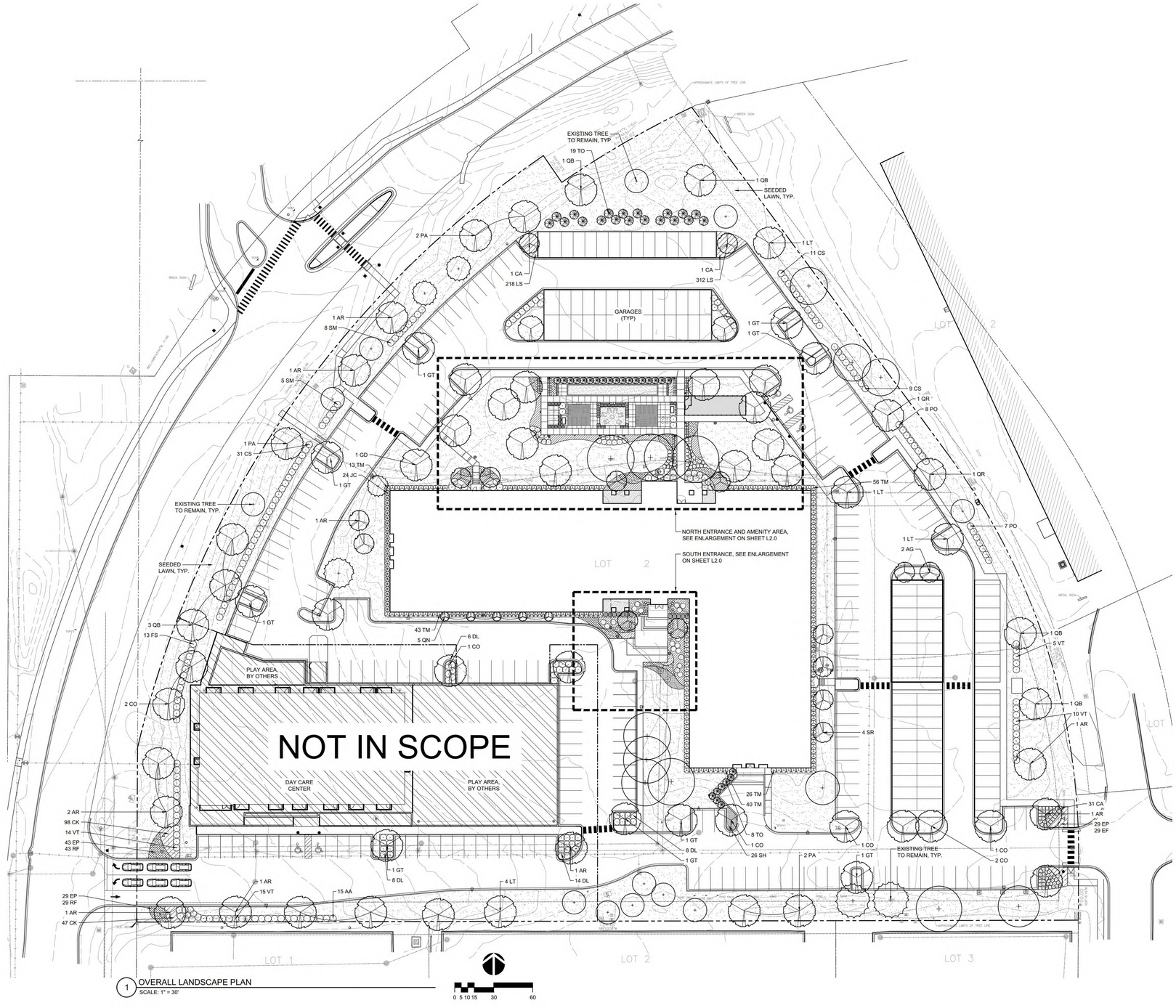
## IRRIGATION SCOPE

AN AUTOMATIC IRRIGATION SYSTEM WILL BE PROVIDED FOR THE BRICKYARDS LANDSCAPE.
SEE SHEET L3.0 FOR IRRIGATION SCOPE PLAN.

## BRICKYARD LOFTS PLANT PALETTE

(SIZES AT INSTALLATION ARE NOTED)

| CODE | BOTANICAL NAME | COMMON NAME | QTY | NATIVE/ADAPTIVE? | ADDITIONAL NOTES |
|---|---|---|---|---|---|
| | SHADE TREES (3" CALIPER) | | | | |
| AR | ACER RUBRUM 'FRANK JR' | REDPOINTE RED MAPLE | 12 | YES | BRANCHED UP 6' |
| CO | CELTIS OCCIDENTAILS | COMMON HACKBERRY | 13 | YES | BRANCHED UP 6' |
| GD | GYMNOCLADUS DIOICA | KENTUCKY COFFEETREE | 1 | YES | BRANCHED UP 6' |
| GT | GLEDITSIA T. VAR. INERMIS 'SKYCOLE' | SKYLINE HONEYLOCUST | 9 | YES | BRANCHED UP 6' |
| LT | LIRIODENDRON TULIPIFERA | TULIPTREE | 7 | YES | BRANCHED UP 6' |
| PA | PLATANUS x ACERIFOLIA 'MORTON CIRCLE' | EXCLAMATION PLANETREE | 5 | NO | BRANCHED UP 6' |
| QB | QUERCUS BICOLOR | SWAMP WHITE OAK | 8 | YES | BRANCHED UP 6' |
| QR | QUERCUS RUBRA | RED OAK | 2 | YES | BRANCHED UP 6' |
| TA | TILIA AMERICANA 'REDMOND' | REDMOND LINDEN | 6 | YES | BRANCHED UP 6' |
| | ORNAMENTAL TREES (3" CALIPER OR 7' HEIGHT) | | | | |
| AG | AMELANCHIER x G. 'AUTUMN BRILLIANCE' | APPLE SERVICEBERRY | 4 | YES | |
| CA | CORNUS ALTERNIFOLIA | PAGODA DOGWOOD | 10 | YES | |
| CC | CERCIS CANADENSIS | EASTERN REDBUD | 4 | YES | CLUMP TREE FORM |
| QN | QUERCUS ROBUR X BICOLOR 'NADLER' | KINDRED SPIRIT OAK | 4 | NO | CLUMP TREE FORM |
| SR | SYRINGA RETICULATA | JAPANESE TREE LILAC | 4 | NO | |
| | EVERGREEN TREES (HEIGHT AS NOTED) | | | | |
| TM | THUJA OCCIDENTALIS 'TECHNY' | MISSION ARBORVITAE | 19 | YES | 8' HEIGHT |
| TO | THUJA OCCIDENTALIS 'EMERALD GREEN' | EMERALD GREEN ARBORVITAE | 26 | YES | 6' HEIGHT |
| | LARGE DECIDUOUS SHRUBS (24"-36" HEIGHT AT INSTALLATION) | | | | |
| AA | ARONIA ARBUTIFOLIA 'BRILLIANTISSIMA' | BRILLIANT RED CHOKEBERRY | 15 | YES | |
| CS | CORNUS SERICEA 'ISANTI' | ISANTI REDTWIG DOGWOOD | 51 | YES | |
| FS | FORSYTHIA x 'SUNRISE' | SUNRISE FORSYTHIA | 13 | NO | |
| HL | HYDRANGEA PANICULATA 'JANE' | LITTLE LIME HYDRANGEA | 9 | NO | |
| HQ | HYDRANGEA PANICULATA 'SMHPLQF' | LITTLE QUICK FIRE HYDRANGEA | 9 | NO | |
| PO | PHYSOCARPUS OPULIFOLIUS 'SEWARD' | SUMMER WINE NINEBARK | 15 | YES | |
| SM | SYRINGA MEYERI 'PALIBIN' | DWARF KOREAN LILAC | 17 | NO | |
| VC | VIBURNUM CARLESII 'COMPACTA' | COMPACT KOREANSPICE VIBURNUM | 17 | NO | |
| VT | VIBURNUM TRILOBUM 'ALFREDO' | ALFREDO VIBURNUM | 44 | YES | |
| | SMALL DECIDUOUS SHRUBS (12"-18" HEIGHT AT INSTALLATION) | | | | |
| AM | ARONIA MELANOCARPA 'UCONNAM165' | LOW SCAPE MOUND CHOKEBERRY | 43 | YES | |
| CE | CEANOTHUS AMERICANUS | NEW JERSEY TEA | 63 | YES | |
| DL | DIERVILLA LONICERA | DWARF BUSH HONEYSUCKLE | 45 | YES | |
| DS | DIERVILLA SPLENDENS 'SMNDSD' | KODIAK RED 2.0 BUSH HONEYSUCKLE | 27 | YES | |
| HA | HYDRANGEA ARBORESCENS | ANNABELLE HYDRANGEA | 21 | YES | |
| | EVERGREEN SHRUBS (24" SPREAD AT INSTALLATION) | | | | |
| BG | BUXUS X 'GREEN VELVET' | GREEN VELVET BOXWOOD | 12 | NO | |
| BM | BUXUS X 'GREEN MOUND' | GREEN MOUND BOXWOOD | 12 | NO | |
| JC | JUNIPERUS CHINENSIS 'KALLAY COMPACTA' | KALLAY'S COMPACT JUNIPER | 24 | YES | |
| TM | TAXUS X MEDIA 'DENSIFORMIS' | DENSE YEW | 61 | YES | |
| | PERENNIALS (1 GALLON CONTAINER) | | | | |
| AC | ASARUM CANADENSE | CANADIAN WILD GINGER | 2066 | NO | SPACED 10" O.C. |
| AL | ALLIUM 'SUMMER BEAUTY' | SUMMER BEAUTY ORNAMENTAL ONION | 201 | NO | SPACED 18" O.C. |
| AN | ASTER NOVAE-ANGLIAE 'PURPLE DOME' | PURPLE DOME ASTER | 27 | YES | SPACED 24" O.C. |
| AS | ASCLEPIAS INCARNATA 'CINDERELLA' | CINDERELLA MILKWEED | 14 | YES | SPACED 24" O.C. |
| CG | COREOPSIS GRANDIFLORA 'SUNRAY' | SUNRAY TICKSEED | 84 | YES | SPACED 18" O.C. |
| EP | ECHINACEA PURPUREA | PURPLE CONEFLOWER | 130 | YES | SPACED 18" O.C. |
| GR | GERANIUM 'ROZANNE' | ROZANNE CRANESBILL | 78 | NO | SPACED 18" O.C. |
| HF | HEUCHERELLA FUN AND GAMES 'HOPSCOTCH' | CORAL BELLS | 207 | YES | SPACED 18" O.C. |
| HM | HOSTA 'AUTUMN FROST' HOSTA 'MINUTEMAN' | AUTUMN FROST HOSTA MINUTEMAN HOSTA | 13 | NO | SPACED AS SHOWN, EVENLY MIXED |
| LK | LIATRIS KOBOLD | GAYFEATHER | 29 | YES | SPACED 18" O.C. |
| LS | LIRIOPE SPICATA | LILYTURF | 530 | NO | SPACED 12" O.C. |
| MS | MONARDA 'ELECTRIC NEON PINK' | ELECTRIC NEON PINK BEE BALM | 79 | YES | SPACED 18" O.C. |
| RF | RUDBECKIA FULGIDA | BLACK EYED SUSAN | 130 | YES | SPACED 18" O.C. |
| PT | PACHYSANDRA TERMINALIS | JAPANESE SPURGE | 507 | NO | SPACED 9" O.C. |
| SS | SALVIA NEMOROSA 'MAY NIGHT' | MAY NIGHT SAGE | 39 | NO | SPACED 15" O.C. |
| | GRASSES (1 GALLON CONTAINER) | | | | |
| BC | BOUTELOUA CURTIPENDULA | SIDE OATS GRAMA | 65 | YES | SPACED 18" O.C. |
| CK | CALAMAGROSTIS SP. | FEATHER REED GRASS | 208 | NO | SPACED 18" O.C. |
| DC | DESCHAMPSIA CEPITOSA | TUFTED HAIR GRASS | 0 | YES | SPACED 18" O.C. |
| MI | MISCANTHUS SP. | MAIDEN GRASS | 0 | NO | SPACED 48" O.C. |
| PS | PANICUM SP. | SWITCH GRASS | 0 | YES | SPACED 18" O.C. |
| SA | SESLERIA AUTUMNALIS | AUTUMN MOOR GRASS | 66 | YES | SPACED 24" O.C. |
| SH | SPOROBOLUS HETEROLEPIS | PRAIRIE DROPSEED | 46 | YES | SPACED 24" O.C. |




1 OVERALL LANDSCAPE PLAN
SCALE: 1" = 30'

0 5 10 15 30 60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F 312.836.0599 E info@hirschmpg.com

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CHICAGO, IL 60642

**ARCHITECT**
HIRSCH MPG, LLC
225 W HUBBARD ST, 5TH FLR
CHICAGO, IL 60654

**CIVIL ENGINEER**
RTM ENGINEERING CONSULTANTS
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SCHAUMBURG, IL, 60173

**LANDSCAPE ARCHITECT**
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**MEPF ENGINEER**
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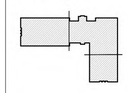
**KEY PLAN**



| NO. | DATE | DESCRIPTION |
|---|---|---|
| 2 | 06/15/2026 | VILLAGE RESUBMITTAL |
| 1 | 10/31/2025 | ISSUED FOR PERMIT |

CERTIFICATION:

I HAVE PREPARED, OR CAUSED TO BE PREPARED UNDER MY DIRECT SUPERVISION, THE ATTACHED PLANS AND SPECIFICATIONS AND STATE THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF AND TO THE EXTENT OF MY CONTRACTUAL OBLIGATION, THEY ARE IN COMPLIANCE WITH GOVERNING CODES AND ORDINANCES.

SIGNATURE:

LICENSE NO.: 001-012452
EXPIRATION DATE: 11.30.2026
SEAL:

PROJECT NO.: 24013

SHEET TITLE:
**OVERALL LANDSCAPE PLAN**

PROJECT TITLE:
**BRICKYARDS LOFTS**

PROJECT LOCATION:
155 NORTH PFINGSTEN ROAD,
DEERFIELD, ILLINOIS 60015

DRAWING NO.
**L1.0**


2025 COPYRIGHT



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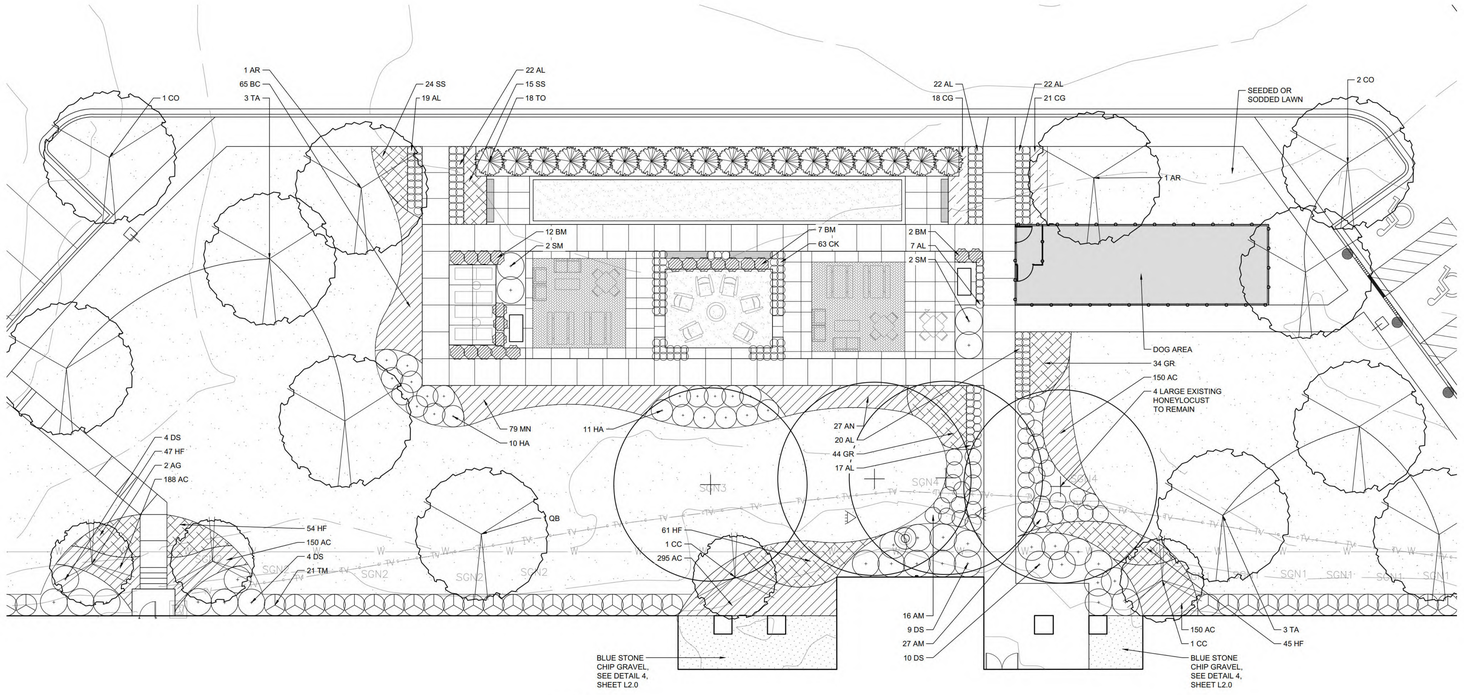
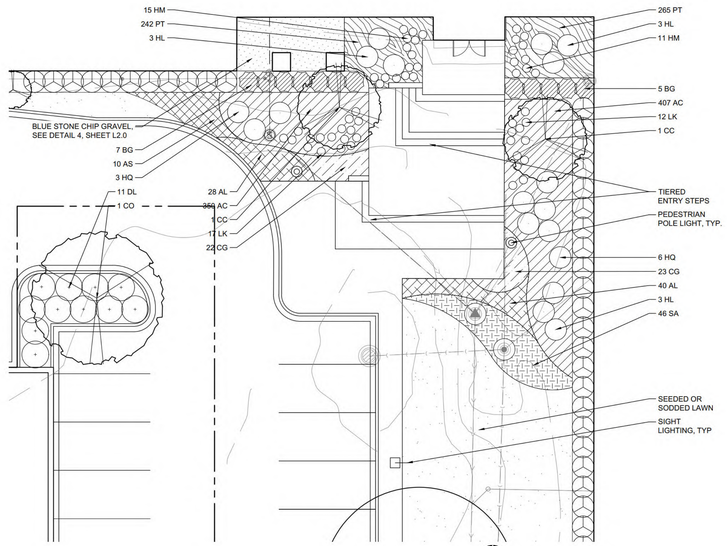



1 DETAIL LANDSCAPE PLAN - NORTH ENTRY & AMENITY
SCALE: 1" = 20'

0 12 5 10 20




3 DETAIL LANDSCAPE PLAN - SOUTH ENTRY
SCALE: 1" = 20'

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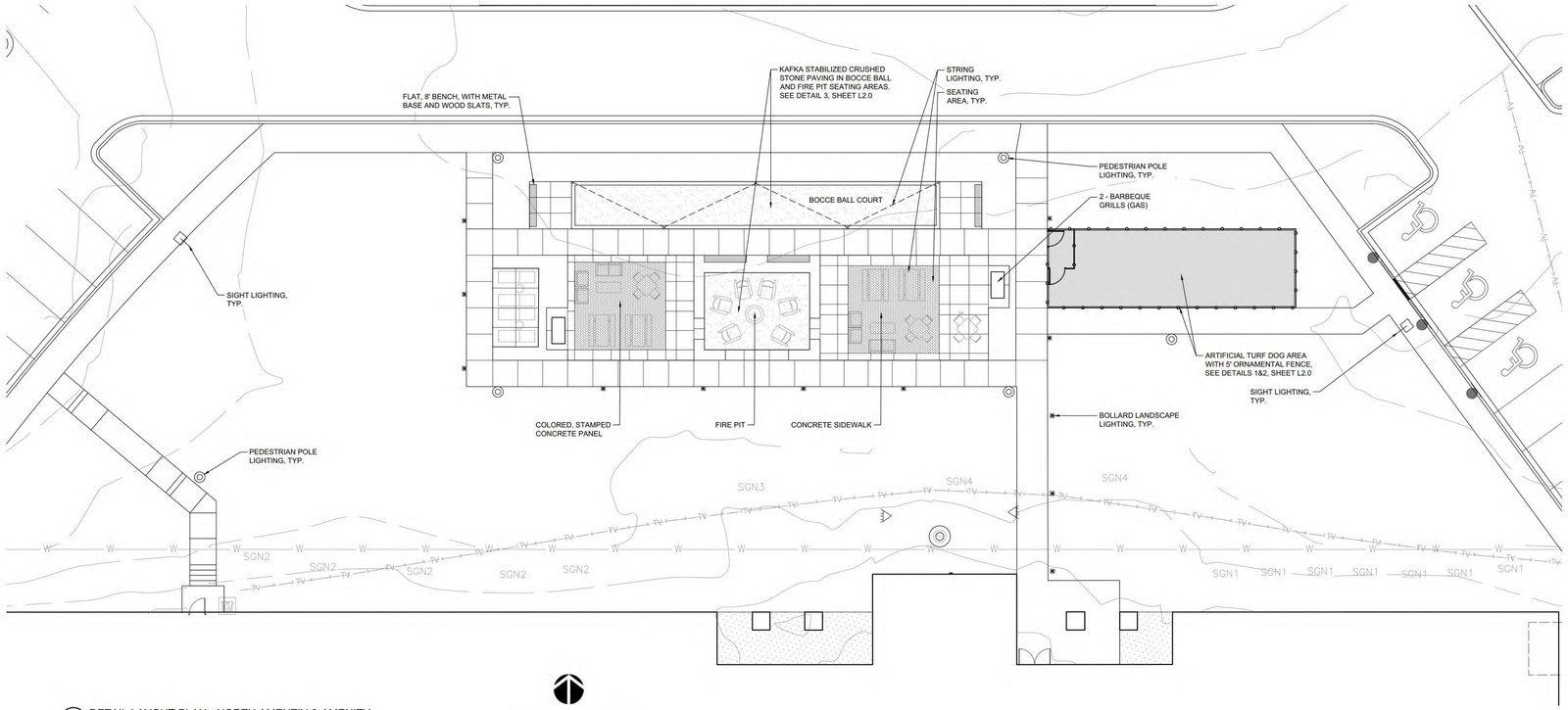


2 DETAIL LAYOUT PLAN - NORTH AMENTIY & AMENITY
SCALE: 1" = 20'

0 12 5 10 20

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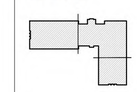

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PROJECT NO.: 24013

SHEET TITLE:
**DETAIL LANDSCAPE PLANS**

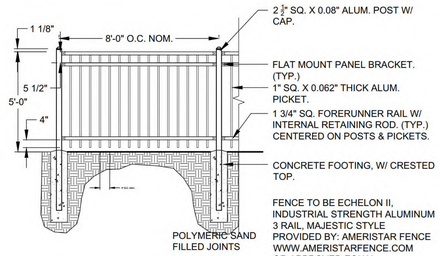
PROJECT TITLE:
**BRICKYARDS LOFTS**

PROJECT LOCATION:
155 NORTH PFINGSTEN ROAD,
DEERFIELD, ILLINOIS 60015

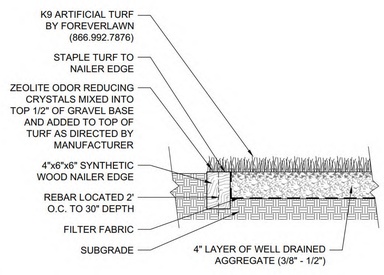
DRAWING NO.
**L1.1**

Z:_2024\24-147_155 N Pfingsten Brickyards - Deerfield\2026-06-09 Resubmittal\Landscape.dwg

NOTE: ALL FENCING COMPONENTS TO BE BLACK IN COLOR AS SUPPLIED BY THE MANUFACTURER.

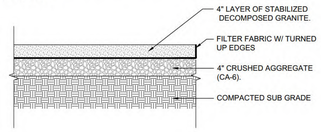



1 5' HT. ORNAMENTAL ALUMINUM FENCE
NOT TO SCALE



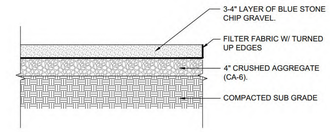

2 ARTIFICIAL TURF DETAIL
SCALE: 1-1/2" = 1'-0"

NOTE: INSTALL BOTH CRUSHED AGGREGATE AND DECOMPOSED GRANITE IN 2" LIFTS. SOAK EACH LIFT WITH WATER AND LET IT SET FOR 8 HOURS BEFORE COMPACTING WITH A HEAVY ROLLER. DO NOT USE VIBRATION OR PLAT COMPACTOR. DECOMPOSED GRANITE TO BE STABILIZED PATHWAY MIX, BY KAFKA GRANITE OR APPROVED EQUAL. COLOR TBD. SAMPLES SHALL BE SUBMITTED TO THE LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO CONSTRUCTION.



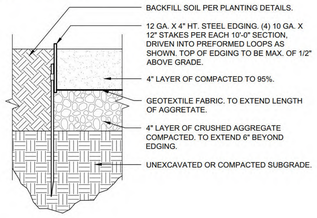

3 STABILIZED DECOMPOSED GRANITE PAVING DETAIL
NOT TO SCALE

NOTE: INSTALL BOTH CRUSHED AGGREGATE AND BLUE STONE CHIP GRAVEL IN 2" LIFTS. SOAK EACH LIFT WITH WATER AND LET IT SET FOR 8 HOURS BEFORE COMPACTING WITH A HEAVY ROLLER. DO NOT USE VIBRATION OR PLAT COMPACTOR. SAMPLES SHALL BE SUBMITTED TO THE LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO CONSTRUCTION.



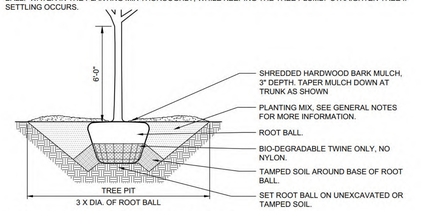

4 BLUE STONE CHIP GRAVEL DETAIL
NOT TO SCALE

NOTE: EDGING TO BE BY COL-MET (800) 833-8225, (WWW.COLMET.COM) INSTALLED PER MANUFACTURER INSTALLATION GUIDELINES. EDGING SUPPLIED IN 10'-0" SECTIONS. ALLOW FOR 8" OF OVERLAP PER SECTION. COLOR TO BE BLACK POWDER COAT AS APPLIED BY MANUFACTURER.



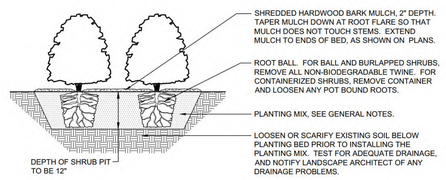

5 STEEL EDGE DETAIL
NOT TO SCALE

LOCATE ALL UNDERGROUND UTILITIES PRIOR TO DIGGING. TREE PIT WIDTH TO BE THREE TIMES THE WIDTH OF THE ROOT BALL. TEST TREE PIT FOR DRAINAGE PRIOR TO INSTALLING TREE. PRUNE OFF ALL DEAD, BROKEN OR SCARRED BRANCHES, AND SHAPE PRUNE AS DIRECTED BY THE LANDSCAPE ARCHITECT. FOR TREES UP TO 4" CALIPER OR 12' HEIGHT, REMOVE APPROXIMATELY 5% -10% OF THE OVERALL BRANCHING. FOR TREES OVER 4" CALIPER OR 12' HEIGHT, REMOVE APPROXIMATELY 15%-20% OF THE OVERALL BRANCHING.LOCATE ROOT FLARE IN ROOT BALL AND SET TREE HEIGHT SO THAT ROOT FLARE IS FLUSH WITH FINISH GRADE. REMOVE ALL BASKET WIRE, TWINE AND BURLAP FROM THE TOP HALF OF THE ROOT BALL. WATER IN THE PLANTING MIX THOROUGHLY, WHILE KEEPING THE TREE PLUMB. STRAIGHTEN TREE IF SETTLING OCCURS.



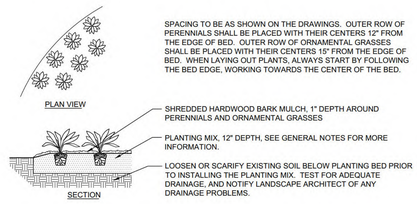

6 DECIDUOUS TREE PLANTING DETAIL
NOT TO SCALE

LOCATE ALL UNDERGROUND UTILITIES PRIOR TO PLANTING. SHRUBS BEDS ARE TO BE EXCAVATED AS A SINGLE SHRUB PIT. EXTEND SHRUB PIT WIDTH TO EDGES OF PLANT BED AS SHOWN ON THE LANDSCAPE PLAN. LOCATE ROOT FLARE IN ROOT BALL AND SET SHRUB HEIGHT SO THAT ROOT FLARE IS FLUSH WITH FINISH GRADE. REMOVE TWINE FROM ROOT FLARE. BACKFILL AND WATER IN THE PLANTING MIX THOROUGHLY, WHILE KEEPING THE SHRUB PLUMB. STRAIGHTEN SHRUB IF SETTLING OCCURS. PRUNE OFF ALL DEAD, BROKEN OR SCARRED BRANCHES, AND SHAPE PRUNE AS DIRECTED BY THE LANDSCAPE ARCHITECT. MULCH LIMITS FOR SHRUBS SHALL EXTEND TO ALL OUTER EDGES OF PLANTING BEDS, SEE LANDSCAPE PLAN FOR BED LAYOUTS.




7 SHRUB PLANTING DETAIL
NOT TO SCALE

LOCATE ALL UNDERGROUND UTILITIES PRIOR TO DIGGING. EXCAVATE ENTIRE PLANT BED, AND BACKFILL WITH PLANTING MIX AS SPECIFIED. BED HEIGHT IS TO BE 1" ABOVE FINISH GRADE AND WELL DRAINED. MULCH LIMITS FOR PLANT BEDS TO EXTEND TO ALL EDGES OF THE BEDS, SEE PLANS FOR BED LAYOUTS. SEE PLANT LIST FOR PLANT SPACING. GAPS BETWEEN PLANTS SHALL BE NO GREATER THAN THE SPECIFIED SPACING FOR THAT PARTICULAR PLANT.




8 PERENNIAL PLANTING DETAIL
NOT TO SCALE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**LANDSCAPE ARCHITECT**
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**MEPF ENGINEER**
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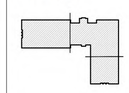
**KEY PLAN**



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SIGNATURE:

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EXPIRATION DATE: 11.30.2026
SEAL:

PROJECT NO.: 24013

SHEET TITLE:
**ENLARGEMENTS & DETAILS**

PROJECT TITLE:
**BRICKYARDS LOFTS**

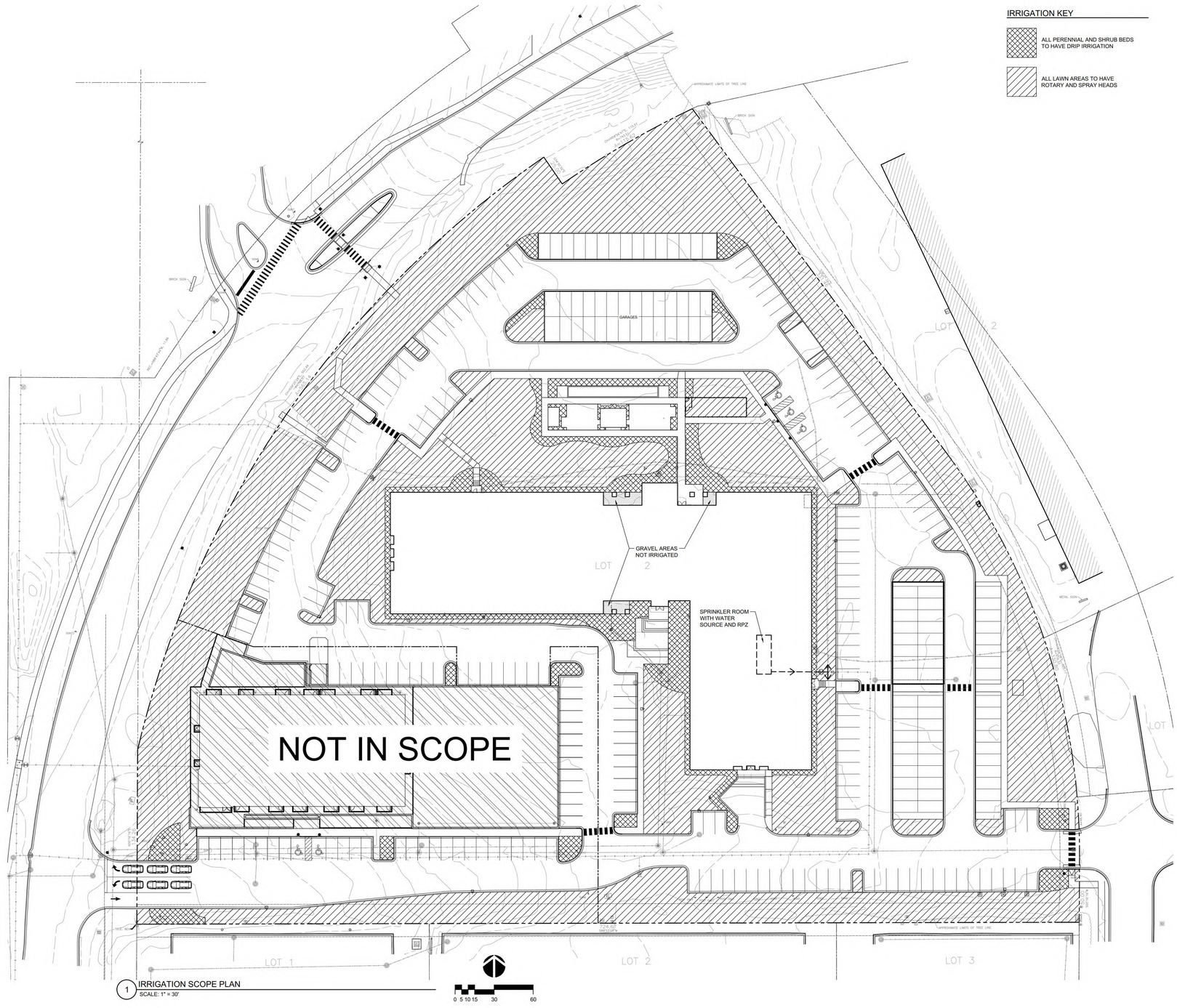
PROJECT LOCATION:
155 NORTH PFINGSTEN ROAD,
DEERFIELD, ILLINOIS 60015

DRAWING NO.
**L2.0**


Z, 2024/24-147 155 N Pfingsten Brickyards - Deerfield\2026-06-09 Resubmittal\Landscape.dwg

## IRRIGATION NOTES

1. A PLASTIC, AUTOMATIC, TIMER-ACTIVATED IRRIGATION SYSTEM SHALL BE PROVIDED FOR ALL LANDSCAPE AREAS. SEPARATE ZONES TO BE PROVIDED FOR LAWN AREAS AND LANDSCAPE BEDS.
2. PROVIDE SPRAY HEADS AS APPROPRIATE FOR THE PARTICULAR SIZE AND SHAPE OF LAWN (INCLUDING THE PARKWAYS), WITH 60% HEAD TO HEAD SPACING. THERE SHALL BE NO OVER SPRAY ON ROADS OR SIDEWALKS. PROVIDE 1800-SAM-PRS SERIES SERIES BY RAINBIRD OR APPROVED EQUAL.
3. PROVIDE SUBSURFACE DRIP IRRIGATION FOR PLANT BEDS AS SHOWN. SUBSURFACE DRIP IRRIGATION SYSTEM SHALL BE XFS BY RAINBIRD, OR APPROVED EQUAL. DRIP LINES SHALL LOOP ALL PLANTS. PROVIDE A POP-UP INDICATOR FOR EACH ZONE. BURY THE DRIP IRRIGATION LINES AS RECOMMENDED BY RAINBIRD.
4. PROVIDE WATER CONNECTION, BACKFLOW PREVENTER AND IRRIGATION CONTROLLER INSIDE THE BUILDING, AS SHOWN ON THE DRAWINGS.
5. SIZE BOOSTER PUMP, IF REQUIRED, TO PROVIDE 50 GPM AND 40 PSI AT THE SPRINKLER HEADS.
6. PROVIDE SLEEVING AS NECESSARY AND COORDINATE SLEEVE INSTALLATION WITH THE GENERAL CONTRACTOR TO ELIMINATE FUTURE DAMAGE TO INSTALLED PAVEMENT. SLEEVES ARE REQUIRED UNDER ALL SIDEWALKS AND BETWEEN PARKING LOT ISLANDS. PROVIDE SLEEVING TO THE 'FLATS' BUILDING, TO ALLOW FOR FUTURE CONNECTION IF DESIRED BY THE OWNER.
7. ALL IRRIGATION EQUIPMENT SHALL BE BY RAINBIRD, USING THE MOST WATER-EFFICIENT PRODUCTS AVAILABLE.
8. THE CONTROLLER SHALL BE RAINBIRD'S ESP-ME SERIES CONTROLLER, OR APPROVED EQUAL, EXPANDABLE TO ADD THE 'FLATS' BUILDING IN THE FUTURE IF DESIRED BY THE OWNER.
9. PROVIDE AN AUTOMATIC RAIN SHUT-OFF.
10. PROVIDE A QUICK COUPLER IN OR ADJACENT TO EACH VALVE BOX, AND AT INTERVALS ALONG THE MAIN WITHIN 100' OF ALL NEW PLANTS, OR AS INDICATED ON THE PLANS.
11. THE IRRIGATION CONTRACTOR SHALL SUBMIT SHOP DRAWINGS SHOWING THE DESIGN OF THE SYSTEM FOR APPROVAL BY THE LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION. THE DRAWING SHOULD INDICATE THE LOCATION AND SIZE OR MODEL NUMBER FOR THE WATER CONNECTION BACKFLOW PREVENTER, PIPING, SLEEVES, VALVES, SPRAY HEADS, TYPE AND INDICATION OF SPRAY RADIUS, DRIP LINES, POP-UP INDICATORS, QUICK COUPLERS, AUTOMATIC RAIN SHUTOFF AND THE PROPOSED ELECTRICAL CONNECTION. PROVIDE CATALOGUE CUTS FOR ALL EQUIPMENT.
12. THE IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR BLOWING OUT THE SYSTEM BY AIR COMPRESSION IN THE FALL FOLLOWING INSTALLATION AND TURNING ON THE SYSTEM IN THE FOLLOWING SPRING.
13. THE ENTIRE IRRIGATION SYSTEM SHALL BE GUARANTEED BY THE CONTRACTOR AS TO MATERIAL AND WORKMANSHIP, INCLUDING SETTLING OF BACKFILLED AREAS BELOW GRADE FOR A PERIOD OF ONE YEAR FOLLOWING THE DATE OF FINAL ACCEPTANCE OF THE WORK.
14. ALL WORK SHALL BE IN ACCORDANCE WITH LOCAL MUNICIPALITY STANDARDS, CODES AND ORDINANCES.




1 IRRIGATION SCOPE PLAN
SCALE: 1" = 30'


Hirsch|MPG
ARCHITECTURE + PLANNING
225 W Hubbard Street, 5th Floor
Chicago, Illinois 60654-4916
T 312.836.0011 W www.hirschmpg.com
F 312.836.0599 E info@hirschmpg.com

**OWNER**
155 GROUP LLC
1030 WEST CHICAGO AVENUE
CHICAGO, IL 60642

**ARCHITECT**
HIRSCH MPG, LLC
225 W HUBBARD ST, 5TH FLR
CHICAGO, IL 60654

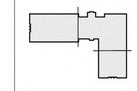
**CIVIL ENGINEER**
RTM ENGINEERING CONSULTANTS
1933 NORTH MEACHAM ROAD, SUITE 700
SCHAUMBURG, IL, 60173

**LANDSCAPE ARCHITECT**
DANIEL WEINBACH & PARTNERS, LTD.
1142 WEST MADISON ST., SUITE 206
CHICAGO, IL 60607

**STRUCTURAL ENGINEER**
CEADA STRUCTURAL ENGINEERS
175 NORTH FRANKLIN, SUITE 410
CHICAGO, IL 60606

**MEPF ENGINEER**
THE ENGINEERING STUDIO, INC.
701 LEE ST., SUITE 510
DESPLAINES, IL 60016


**KEY PLAN**



| NO. | DATE | DESCRIPTION |
|---|---|---|
| 2 | 06/15/2026 | VILLAGE RESUBMITTAL |
| 1 | 10/01/2025 | ISSUED FOR PERMIT |

CERTIFICATION:

I HAVE PREPARED, OR CAUSED TO BE PREPARED UNDER MY DIRECT SUPERVISION, THE ATTACHED PLANS AND SPECIFICATIONS AND STATE THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF AND TO THE EXTENT OF MY CONTRACTUAL OBLIGATION, THEY ARE IN COMPLIANCE WITH GOVERNING CODES AND ORDINANCES.

SIGNATURE:

LICENSE NO: 001-012452
EXPIRATION DATE: 11.30.2026
SEAL:

PROJECT NO.: 24013

SHEET TITLE:
**IRRIGATION SCOPE PLAN**

PROJECT TITLE:
**BRICKYARDS LOFTS**

PROJECT LOCATION:
155 NORTH PFINGSTEN ROAD,
DEERFIELD, ILLINOIS 60015

DRAWING NO.
**L3.0**

Z:_2024\24-147 - 155 N Pfingsten Brickyards - Deerfield\2026-06-09 Resubmittal\Landscape.dwg

**EXHIBIT D**

**FORM LETTER OF CREDIT**

IRREVOCABLE LETTER OF CREDIT NO. _____ AMOUNT: _____

***EXPIRATION DATE:*** _____ ***DATE OF ISSUE:***_____

_____
[Name of Bank]

_____
[Address]

TO: Village of Deerfield
850 Waukegan Road
Deerfield, Illinois 60015
Attention: [*INSERT CONTACT*]

WE HEREBY AUTHORIZE YOU TO DRAW AT SIGHT on this Irrevocable Standby Letter of Credit No. _____ UP TO AN AGGREGATE AMOUNT OF _____ United States Dollars ($_____) for account of 155 Group, LLC (the "Customer").

Drafts under this Letter of Credit shall bear upon their face the words:

"Drawn under _____
Credit No._____ Dated:_____

Drafts may be for all or any portion of the amount of this Letter of Credit, and shall be in the form attached as Exhibit "A" and shall be accompanied by one of the following documents executed by the Village Manager or an individual designated as acting Village Manager:

(a) A written statement on the form attached as Exhibit "B" stating that, conditioned upon proper notice to the Village Manager, Letter of Credit No. _____ will expire within 35 days or less and that the Customer has failed to deliver to the Village Manager evidence of a renewal of Letter of Credit No. _____; or

(b) A written statement on the form attached as Exhibit "C" stating that all or any part of the improvements required to be constructed pursuant to the Subdivision and Development Agreement dated _____, 20___ by and between the Village and 155 Group, LLC (the "Agreement") have not been constructed in accordance with the Agreement; or

(c) A written statement on the form attached as Exhibit "D" stating that all or any part of the costs, payments, permit fees or other fees required to be paid to the Village pursuant to the Agreement have not been paid in accordance with the Agreement; or

(d) A written statement on the form attached as Exhibit "E" stating that all or any portion of the maintenance, repair, or restoration required to be performed pursuant to the Agreement has not been performed in accordance with the Agreement; or

(e) A written statement on the form attached as Exhibit "F" stating that all or any portion of the Customer's undertakings pursuant to the Agreement have not been performed in accordance with the Agreement.

WE HEREBY AGREE with the beneficiary that:

1. Drafts drawn under and in compliance with this Letter of Credit shall be duly honored immediately upon presentation to us if presented on or before the above-stated Expiration Date or presented at our office together with the original of this Letter of Credit on or before that date. Further, one or more drafts may be presented at our office on or before the Expiration Date.

2. If, within three banking days after any draft drawn under this Letter of Credit is presented to us in conformance with the terms of this Letter of Credit, we fail to honor same, we agree to pay all attorneys' fees, court costs and other expenses incurred by the Village in enforcing the terms hereof.

3. This Letter of Credit shall expire on _____, 20____, as stated above; provided, however, that we shall send notice to the Village Manager by certified mail, return receipt requested, or hand-delivered courier at least 35 days prior to said Expiration Date, that this Letter of Credit is about to expire.

4. In no event shall this Letter of Credit or the obligations contained in this Letter of Credit expire except upon the prior written notice required above, it being expressly agreed that the above expiration date shall be extended as shall be required to comply with the prior written notice required in this Letter of Credit.

5. No consent, acknowledgment, or approval of any kind from the Customer shall be necessary or required prior to honoring any draft presented in conformance with the terms of this Letter of Credit.

6. The aggregate amount of this Letter of Credit may be reduced only upon receipt by us of a document executed by the Village Manager stating that the aggregate amount shall be reduced in an amount permitted by the Village's subdivision regulations because of the satisfactory completion of all or part of the improvements required to be constructed pursuant to the Agreement dated _____, 20____ by and between the Village and 155 Group, LLC.

7. This Letter of Credit is irrevocable.

This Letter of Credit shall be governed by and construed in accordance with the Uniform Customs and Practices for ISP 98 of the International Chamber of Commerce (the "***Uniform Customs***"). In the event of a conflict between this Letter of Credit and the Uniform Customs, this Letter of Credit shall control. This Letter of Credit shall be deemed to be a contract made under the laws of the State of Illinois, including, without limitation, Article 5 of the Uniform Commercial Code as in effect in the State of Illinois, and shall, as to matters not governed by the Uniform Customs, be governed by and construed in accordance with the laws of the State of Illinois, without regard to principles of conflicts of law.

AS USED IN THIS LETTER OF CREDIT, THE TERM "BANKING DAY" MEANS ANY DAY OTHER THAN A SATURDAY, SUNDAY, OR A DAY ON WHICH BANKS IN THE STATE OF

ILLINOIS ARE AUTHORIZED OR REQUIRED TO BE CLOSED, AND A DAY ON WHICH PAYMENTS CAN BE EFFECTED ON THE FEDWIRE SYSTEM.

| | |
|---|---|
| _____ | _____ |
| [Signature of Bank Officer] | [Signature of Bank Officer] |
| _____ | _____ |
| [Officer's Title] | [Officer's Title] |

**EXHIBIT "A" TO FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT**

***FORM OF DRAFT***

[To Be Supplied by Issuing Bank]

**EXHIBIT "B" TO FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT**

To:
Attn:

Re: Letter of Credit No. _____

Ladies and Gentlemen:

This is to advise you that Letter of Credit No. _____ dated _____, 20____ in the amount of $_____ will expire within 35 days or less and that _____ has failed to deliver to the Village Manager evidence of a renewal of Letter of Credit No. _____.

Very truly yours,

_____
Village Manager,

**EXHIBIT "C" TO FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT**

To:
Attn:

Re: Letter of Credit No. _____

Ladies and Gentlemen:

This is to advise you that all or any part of the improvements required to be constructed pursuant to the Subdivision and Development Agreement dated _____, 20___ by and between the Village and 155 Group, LLC, have not been constructed in accordance with said Agreement.

Very truly yours,

_____
Village Manager

**EXHIBIT "D" TO FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT**

To:
Attn:

Re: Letter of Credit No. _____

Ladies and Gentlemen:

This is to advise you that all or any part of the costs, payments, permit fees or other fees required to be paid pursuant to the Agreement dated _____, 20___ by and between the Village and 155 Group, LLC, have not been paid in accordance with said Agreement.

Very truly yours,

_____
Village Manager

**EXHIBIT "E" TO FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT**

To:
Attn:

Re: Letter of Credit No. _____

Ladies and Gentlemen:

This is to advise you that all or any part of the maintenance, repair or restoration required to be performed pursuant to the Subdivision and Development Agreement dated _____, 20____ by and between the Village and 155 Group, LLC, have not been performed in accordance with said Agreement.

Very truly yours,

_____
Village Manager

**EXHIBIT "F" TO FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT**

To:
Attn:

Re: Letter of Credit No. _____

Ladies and Gentlemen:

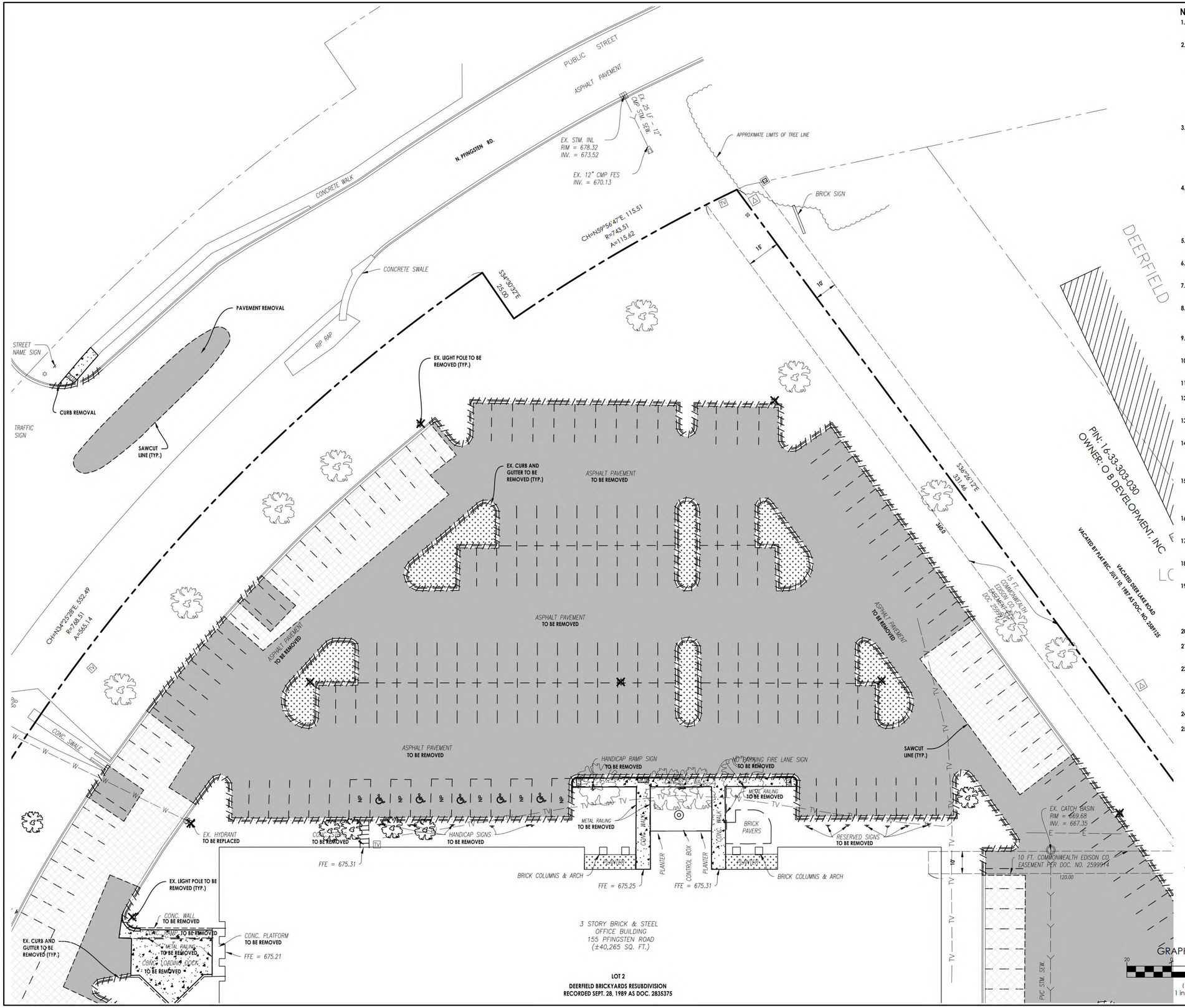
This is to advise you that all or any part of the undertakings of the Customer (as that term is defined in the above-referenced Letter of Credit) pursuant to the Subdivision and Development Agreement dated _____, 20____ by and between the Village and 155 Group, LLC, have not been performed in accordance with said Agreement.

Very truly yours,

_____
Village Manager

**EXHIBIT E**

**DEMOLITION PLAN**




## NOTES:

1. SITE ACCESS CONTROL INCLUDING SAFETY FENCES AND TRAFFIC CONTROL. ALL CONSTRUCTION MEANS AND METHODS, AND SITE SAFETY ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
2. CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY, AND HOLD THE OWNER AND DESIGN PROFESSIONAL HARMLESS OF ANY AND ALL LIABILITY, REAL OR ALLEGED IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR DESIGN PROFESSIONAL.
3. ALL SITE CLEARING, TOPSOIL STRIPPING, EXCAVATION, EMBANKMENT, GRADING, COMPACTION, SUB GRADE PREPARATION AND OTHER WORK HEREIN CONTEMPLATED SHALL BE CONSTRUCTED IN CONFORMANCE WITH THE APPLICABLE SECTIONS OF THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, ILLINOIS DEPARTMENT OF TRANSPORTATION, JANUARY 2022 EDITION, (HEREINAFTER REFERRED TO AS STANDARD SPECIFICATIONS) EXCEPT THAT PAYMENT WILL BE DEFINED AS DETAILED IN THE STANDARD SPECIFICATIONS FOR WATER AND SEWER EIGHTH EDITION, 2020.
4. THE EXISTENCE AND LOCATION OF UNDERGROUND UTILITIES SHALL BE INVESTIGATED AND VERIFIED IN THE FIELD BY THE CONTRACTOR BEFORE STARTING WORK IN THE CONSTRUCTION AREA. EXCAVATION IN THE VICINITY OF EXISTING STRUCTURES AND UNDERGROUND UTILITIES SHALL BE PERFORMED BY HAND. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY AND ALL DAMAGES TO EXISTING FACILITIES, MAINTENANCE AND PROTECTION OF EXISTING UTILITIES AND STRUCTURES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
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11. NOTIFY UTILITY OWNER 72 HOURS IN ADVANCE OF ANY UTILITY SHUTDOWN.
12. THE CONTRACTOR SHALL COORDINATE WITH THE OWNER ALL ITEMS DESIGNATED TO BE REMOVED OR RELOCATED.
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25. CONTRACTOR TO TELEVISE EXISTING SEWERS ON SITE TO INSPECT QUALITY.

## LEGEND:

- SAWCUT LINE
- LINEAR ITEM REMOVAL
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- PLANTER REMOVAL
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| NO. | DATE | DESCRIPTION |
|---|---|---|
| 1 | 10/31/25 | ISSUED FOR PERMIT |
| 2 | 01/09/26 | ISSUED FOR PERMIT |
| 5 | 06/15/26 | VILLAGE RESUBMITTAL |


rtm engineering consultants
650 E. Algonquin Road
Suite 150
Schaumburg, IL 60173
Telephone: (847) 758 - 4280
www.rtmec.com
IL Design Firm: 184006777-0002

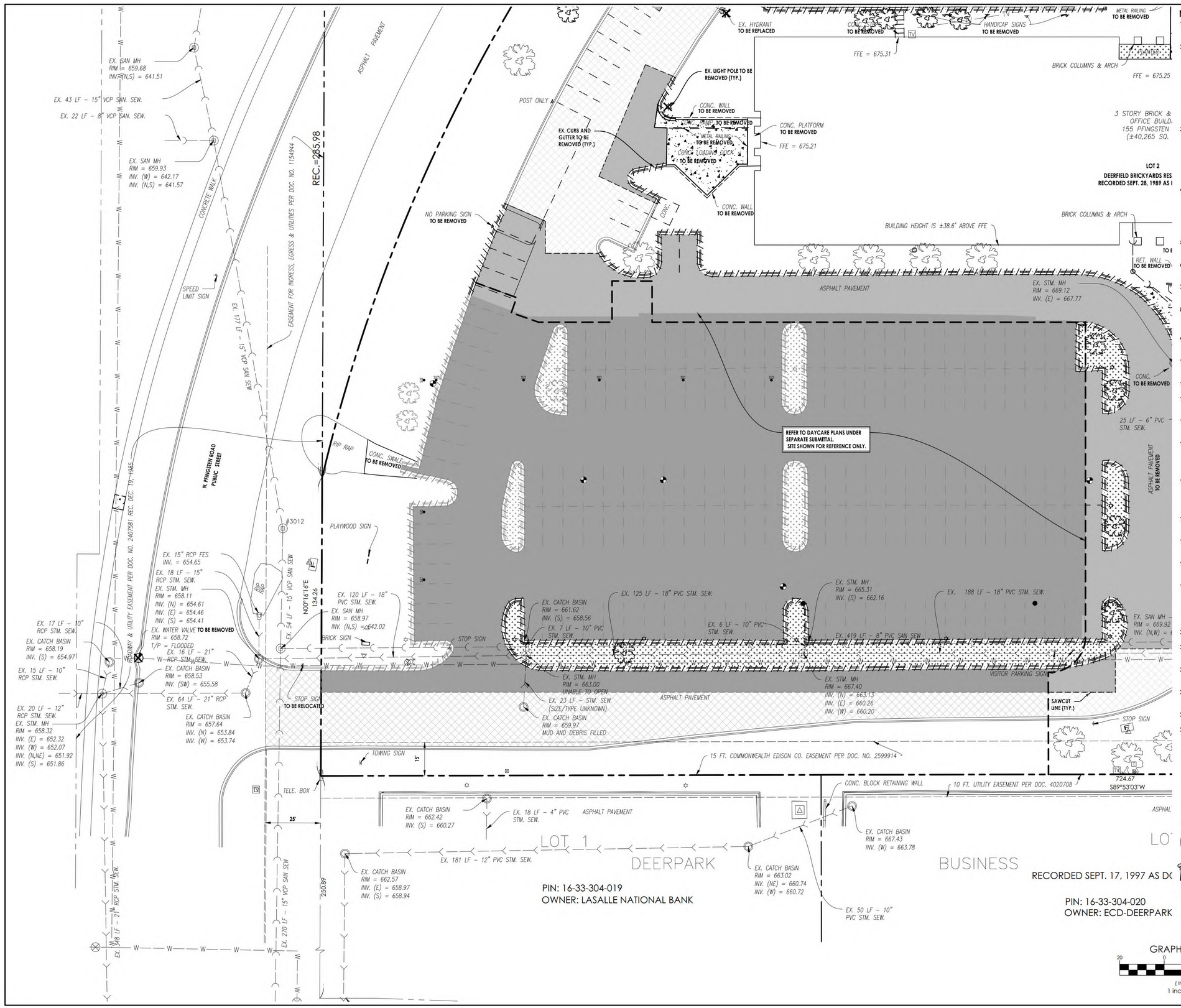

SHEET NAME: DEMO N

PROJECT NAME: BRICKYARDS LOFTS
155 N. PFINGSTEN RD. DEERFIELD, IL

PROJECT No. 24.012254.5354

SHEET No. C1.0
OF 14 SHEETS

User: lucas.keller File: \\ucdlink\core1\CIV\01-Proj\122545354 RAUM Brickyards\03 DESIGN DRAWINGS\02 SHEET SET\C1.0 DEMO.dwg Time: Jun 09, 2026 - 10:32am

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650 E. Algonquin Road
Suite 150
Schaumburg, IL 60173
Telephone: (847) 758 - 4280
www.rtmec.com
IL Design Firm: 184006777-0002


engineering consultants

SHEET NAME: DEMO SW

PROJECT NAME: BRICKYARDS LOFTS
155 N. PFINGSTEN RD.
DEERFIELD, IL

PROJECT No. 24.012254.5354

SHEET No. C1.1
OF 14 SHEETS

User: lucas.keller File: \\Jacksonville\Civil\01-Proj\12254.5354 BAUM Brickyards\03 DESIGN DRAWINGS\02 SHEET SET\C1.0 DEMO.dwg Time: Jun 09, 2026 - 10:32am

HANDICAP RAMP SIGN TO BE REMOVED
NO PARKING FIRE LANE SIGN TO BE REMOVED
METAL RAILING TO BE REMOVED
METAL RAILING TO BE REMOVED
BRICK PAVERS
RESERVED SIGNS TO BE REMOVED
BRICK COLUMNS & ARCH
PLANTER
PLANTER
PLANTER
BRICK COLUMNS & ARCH
FFE = 675.25
FFE = 675.31
CONC. WALK
CONC. WALK
CONC.
CONC.
CONC.

**EXHIBIT F**

**AFFORDABLE HOUSING COVENANT**

**EXHIBIT __**

***THIS DOCUMENT PREPARED BY AND AFTER RECORDING RETURN TO***:

Benjamin Schuster
Elrod Friedman LLP
350 Clark Street, Second Floor
Chicago, IL 60654

**WORKFORCE AND AFFORDABLE HOUSING RESTRICTIVE COVENANT**

**THIS WORKFORCE AND AFFORDABLE HOUSING RESTRICTIVE COVENANT ("*Restrictive Covenant*")** is made as of the ____ day of _____, 2026 (***"Effective Date"***), by **155 GROUP, LLC**, an Illinois limited liability company (***"Owner"***) is the owner of the property described in **Exhibit A**, and located in the Village of Deerfield at the address known as 155 N. Pfingsten Road in Deerfield, Illinois (***"Property"***).

**NOW, THEREFORE,** Owner declares that Lot 1 of the Property and all portions thereof are and shall be held, transferred, sold, conveyed, used, and occupied subject to the covenants set forth in this Restrictive Covenant, which covenants are for the purpose of protecting the value and desirability of Lot 1 and other properties in the Village of Deerfield (***"Village"***).

**SECTION 1. Background.**

**A.** The Property is owned by Owner.

**B.** On June 15, 2026, the Village Board of Trustees adopted Resolution No. [insert resolution number], subdividing the Property into two lots (***"Lot 1"*** and ***"Lot 2"***).

**C.** Lot 1 is an approximately 5.716-acre property and located within the R-5 General Residence District (***"R-5 District"***).

**D.** Lot 1 is currently improved with a three-story, L-shaped office building and a parking lot and Lot 2 is currently improved with a parking lot.

**E.** Owner desires to redevelop the building on Lot 1 into a multi-family apartment building (***"Apartment Building"***) containing 112 residential units (***"Residential Units"***), detached garages to serve the Apartment Building (***"Garages"***), and amenities including six electric car charging stations, private fitness center, outdoor seating and cooking grill stations, sun terrace, business center, and dog park (collectively, the ***"Shared Amenities"***).

**F.** Primrose School Franchising Company LLC, a Georgia limited liability company (***"Primrose"***), is under contract with Owner to purchase Lot 2 to construct a children's day care center and nursery school, landscaping, and other site improvements (***"Day Care"***) (collectively, the Apartment Building, Residential Units, Garages, Shared Amenities, and Day Care are the ***"Proposed Development"***).

**G.** On _____, 2025, the Village Board of Trustees approved Ordinance No. _____ (***"Ordinance"***), which approved for Lot 1: (i) a new residential planned unit development to permit the Proposed Development on Lot 1 (***"155 Pfingsten PUD"***); (ii) a special use permit for a children's day care center and nursery school use in the R-5 District; (iii) the final development plan for Lot 1; (iv) a zoning exception from Section 12.02-E of the Zoning Ordinance to reduce the total area of land required for the Proposed Development; (v) zoning exceptions from Section 12.02-H.3 of the Zoning Ordinance to allow structures to be within the perimeter setback; (vi) a zoning exception from Section 12.02-J of the Zoning Ordinance to permit the height of the Apartment Building to be 45 feet and the height of the Day Care to be 35 feet 6 inches; (vii) a zoning exception from Appendix I of the Zoning Ordinance to permit a parking space depth of 18 feet for both exterior and interior parking spaces; (viii) a zoning exception from Appendix I of the Zoning Ordinance to permit drive aisles with a width less than 24 feet; (ix) a zoning exception from 9.02-A,6.d. of the Zoning Ordinance to permit entry ground signs to be installed within 25 feet from the lot line of Lot 1; (x) a zoning exception from Section 9.01-B.2 of the Zoning Ordinance to permit Primrose's wall signs to be located above the roof deck of the Day Care; and (xi) approval of the Preliminary and Final Plat of Subdivision (collectively, the ***"Requested Relief"***).

**H.** As required by the Ordinance, Owner entered into that certain Development Agreement by and between the Village and Owner dated _____, 2026 (***"Development Agreement"***) in furtherance of the redevelopment of Lot 1 and the construction of the Proposed Development.

**I.** Pursuant to Section 2.14 of "The Deerfield Zoning Ordinance 1978," as amended (***"Zoning Ordinance"***), Owner must maintain the affordability of 11 Residential Units within the Apartment Building on Lot 1 (***"Affordable Residential Units"***) in accordance with the Zoning Ordinance and the Village's Workforce and Affordable Housing Policy, as they may be amended.

**J.** Owner must execute and record this Restrictive Covenant to codify its agreement regarding the Affordable Residential Units in compliance with Section 2.14-M of the Zoning Ordinance.

**K.** Owner agrees to restrict the otherwise applicable use regulations for Lot 1 in the manner and to the extent expressly set forth in this Restrictive Covenant, and specifically to maintain and ensure the affordability of the Affordable Residential Units for the term of this Restrictive Covenant.

**SECTION 2. Restrictions.**

Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the R-5 District of the Zoning Ordinance and the 155 Pfingsten PUD, the use and development of Lot 1 shall be subject to the following restrictions:

**A. Makeup of Affordable Residential Units.** The Owner must maintain no less than 11 Affordable Residential Units within the Apartment Building at all times, which Affordable Residential Units are identified in **Exhibit B** attached hereto and must include at least nine two-bedroom units (***"2-bedroom Units"***) and two one-bedroom units (***"1-Bedroom Units"***).

**B. Income Limits.**

1. One 1-Bedroom Unit and five 2-Bedroom Units that are Affordable Residential Units shall be reserved for tenants: (i) whose annual incomes do not exceed 80 percent (***"80-percent Qualified Tenants"***) of the Chicago-Joliet-Naperville, IL HUD Metro FMR Area Median Income (***"Chicago Area"***), as established and defined in the annual schedule published by the U.S. Department of Housing and Urban Development (***"HUD"***) or any successor thereof under Section 8 of the United States Housing Act of 1937, as amended, and adjusted for household size (***"Income Requirements"***); and (ii) who meet the Village's asset requirements and other qualifications set forth in the Policy (***"Policy Requirements"***) (the Income Requirements and Policy Requirements are, collectively, the ***"Qualification Requirements"***). In the event the Chicago Area is redefined so as to eliminate Lake County, Illinois, then the parties shall utilize the median gross income published by HUD for the newly created metropolitan area defined by HUD that includes Lake County, Illinois.

2. The remaining one 1-Bedroom Unit and four 2-Bedroom Units that are Affordable Residential Units shall be reserved for tenants: (i) whose annual incomes do not exceed 100 percent of the Chicago-Joliet-Naperville, IL HUD Metro FMR Area Median Income (***"100-Percent Qualified Tenants"***) (100-Percent Qualified Tenants and 80-Percent Qualified Tenants are, collectively, ***"Qualified Tenants"***), as established and defined in the annual schedule published by HUD based on the Income Requirements; and (ii) who meet the Village's Policy Requirements. In the event the Chicago Area is redefined so as to eliminate Lake County, Illinois, then the parties shall utilize the median gross income published by HUD for the newly created metropolitan area defined by HUD that includes Lake County, Illinois.

3. The potential Qualified Tenants of the Affordable Residential Units will be verified in accordance with the Policy as meeting the Qualification Requirements at the time Owner leases or subleases (***"Qualified Income"***) the Affordable Residential Units. All verification of the Qualification Requirements and Requalification (as defined below) will, at the Village's option, be conducted by the Village or a third party chosen by the Village at the cost of the Village.

**C.** **Lease.** Owner shall enter into a written lease with each Qualified Tenant of an Affordable Residential Unit, which shall be for a period of at least one year and which provides that the Qualified Tenant shall not be evicted for any reason other than a breach of a provision of the lease after the Qualified Tenant was provided a reasonable opportunity to cure the breach. Owner shall include, in leases for all Affordable Residential Units, provisions that: (1) the Qualified Tenant is subject to annual income-qualification recertification annually, pursuant to Section 2.E of this Restrictive Covenant; and (2) the tenancy of the Qualified Tenant will be immediately terminated should one or more of the Qualified Tenant's household members misrepresent any material fact regarding the Qualified Tenant's income qualification, or refuse or fail to cooperate in the recertification process.

**D.** **Rental Rates.** The maximum monthly rental rates for the Affordable Residential Units shall be 30 percent of the Chicago-Joliet-Naperville, IL HUD Metro FMR Area Median Income for the 100-Percent Qualified Tenants and 80-Percent Qualified Tenants, adjusted based on apartment size (based on number of bedrooms), as each is applicable (***"Maximum Rent"***). The Maximum Rent must either (i) include utility expenses (defined as water, gas, and electricity expenses) if utilities are paid by Owner, or (ii) be reduced by the then-current "Allowances for Tenant Furnished Utilities and Other Services" published by the Housing Authority of Lake County for such utilities, adjusted based on apartment size (based on number of bedrooms). This Restrictive Covenant does not prohibit or preclude Owner from charging Qualified Tenants reasonable late fees, key replacement fees, pet fees, damage fees, or reserved parking fees, provided that such fees charged to Qualified Tenants are also applicable and charged upon the same terms and rates to all tenants of Lot 1, regardless of income.

**E.** **Annual Eligibility Re-Certification of Tenants**. Owner must, in accordance with the Village and/or Village designee process of determining applicant eligibility, confirm whether a tenant of an Affordable Residential Unit meets the Qualification Requirements set forth in Section 2.B of this Restrictive Covenant, both at the time of the initial leasing of an Affordable Residential Unit to such tenant, and annually throughout the term of any such initial or renewal lease (***"Requalification"***). Requalification shall be based upon the then-current Qualifications Requirements, including,

without limitation, the then-current income and asset requirements, as set forth in the Policy.

**F.** **Tenant-Occupied Units**. Each Qualified Tenant shall at all times occupy the Affordable Residential Unit as the Qualified Tenant's principal residence for at least eight months of each year of the lease, and for any incidental activities related to such residential use, provided such other use is in compliance with zoning and all other requirements of law. The Affordable Residential Unit may not be occupied for any period of time by any person other than the Qualified Tenant and members of the Qualified Tenant's Family (as defined in the "The Deerfield Zoning Ordinance 1978," as amended), without the express written consent of the Village Manager, which consent need not be given if, in the Village Manager's sole judgment, the occupancy would not further the purposes of this Declaration.

**G.** **Management.** Owner shall hire a professional management company (***"Management Company"***) to manage the Residential Buildings, the duties of which must include the maintenance and operation of the Affordable Residential Units in accordance with the Development Agreement and this Restrictive Covenant.

**H.** **Records.** Owner shall require the Management Company to create and maintain records of income qualification for every household renting an Affordable Residential Unit.

**I.** **Annual Certification with the Village.** The Village may, upon 30 days' notice to Owner, require Owner, on a form provided by the Village, to certify on an annual basis that the Affordable Residential Units comply with the terms of this Restrictive Covenant.

**SECTION 3. Other Qualifications for Rental.**

This Restrictive Covenant shall not require Owner or the Management Company to rent an Affordable Residential Unit to an individual or household who applies to rent such unit and satisfies the Income Requirements but does not meet or satisfy Owner's other criteria for apartment rental, as set forth in Owner's selection plan. By way of example, Owner may deny such individual or household the right to rent such Affordable Housing Unit if they: (i) fail to submit or insufficiently complete an application for rental; (ii) submit false information in connection with the application for rental; (iii) have a poor or unsatisfactory credit history; (iv) are unable to establish that they have the financial ability to pay the required monthly rent; (v) have an inappropriate household size; or (vi) are unable to establish that they and all members of their Household do not have criminal records, are not current drug users, and are not registered sex offenders.

**SECTION 4. Right to Use Amenities.**

The residents of the Affordable Residential Units shall be provided the same opportunities and rights to use the Garages, Shared Amenities, and common areas on Lot 1 as residents who occupy the non-Affordable Residential Units on Lot 1.

**SECTION 5. Recordation.**

This Restrictive Covenant shall be recorded in the Office of the Lake County Recorder of Deeds against Lot 1. Owner, by the signature of its duly-authorized representative below, hereby consents to and permits such recordation. The Village agrees to execute a release of this Restrictive Covenant in recordable form, at Owner's request and recording expense, upon the expiration of the term of this Restrictive Covenant or at any earlier time if for any reason this Restrictive Covenant becomes null and void and of no further force or effect.

**SECTION 6. Enforcement.**

**A. Village Enforcement.** Owner recognizes and agrees that the Village has a valid interest in ensuring that the restrictions, covenants, and agreements in this Restrictive Covenant are properly performed and, therefore, grants the Village the right to enforce these restrictions, covenants, and agreements by any proceeding at law or in equity against any person or persons violating or attempting to violate any restriction, covenant, or agreement contained in this Restrictive Covenant, either to restrain violation, to compel affirmative action, or to recover damages, and against the land to enforce any lien created by the restrictions, covenants, or agreements. Specifically, but without limitation of the foregoing, in the event of a violation of this Restrictive Covenant, the Village shall have the right to bring an action to enjoin the use of Lot 1 for multi-family residential uses.

**B. No Private Right of Action**. This Restrictive Covenant shall not create a private right of action in any individual, Household, organization, corporation or other legal entity, or other governmental body or agency to enforce the provisions of this Restrictive Covenant or seek legal or equitable remedies against Owner or the Management Company based on an alleged violation of this Restrictive Covenant by Owner or the Management Company or Owner's or the Management Company's refusal to rent an Affordable Residential Unit to any individual or Household notwithstanding the fact that such individual or Household qualifies to rent such unit under the Income Requirements.

**SECTION 7. Exercise of Village Rights; Waiver.**

The Village is not required to exercise the rights granted in this Restrictive Covenant, except as it shall determine to be in its best interest. Failure by the Village to exercise any right herein granted shall not be construed as a waiver of that right or any other right. Nothing in this Restrictive Covenant shall be deemed or construed to constitute a dedication of any property to the Village.

**SECTION 8. Notices.**

All notices required or permitted to be served by this Restrictive Covenant shall be served in writing and shall be deemed to be served when delivered personally or three business days following deposit, by certified or registered mail, return receipt requested, in the United States mail, postage prepaid. Notices to Owner shall be sent to the following address or to such other address or person as Owner may from time to time provide the Village by notice:

155 Group, LLC
Attn: Paul Fishbein
1030 W. Chicago Avenue
Chicago, Illinois 60642

Notices to the Village shall be sent to the following address, or to such other address or person as the Village may from time to time provide Owner by notice:

Village of Deerfield
850 Waukegan Road
Deerfield, Illinois 60015
Attention: Village Manager

**SECTION 9. Nullification and Amendment.**

Except as may be otherwise provided by law, this Restrictive Covenant may be annulled only upon the express, prior written approval of the Village, by resolution duly adopted by the Village Board of Trustees. This Restrictive Covenant may be amended only upon the express, prior written approval of the Village, by resolution duly adopted by the Village Board of Trustees, and by execution of such amendment by Owner.

**SECTION 10. Memorialization of Reduced Fees.**

Owner shall be entitled to a partial waiver of all of the otherwise applicable application fees, building permit fees, plan review fees, inspection fees, demolition permit fees, and such other development fees and costs which may be imposed by the Village pursuant to Section 7.C of that certain Subdivision and Development Agreement between Owner and the Village dated _____, 2026, and recorded with the Lake County Recorder of Deeds as Document No. _____.

**SECTION 11. Covenants Running with the Land.**

The restrictions imposed by this Restrictive Covenant shall be restrictions running with the land and shall be binding upon and inure to the benefit of Owner and any and all of its successors, assigns, agents, licensees, lessees, invitees, and representatives, including, without limitation, all subsequent owners of that portion of Lot 1 upon which the Residential Buildings have been constructed and all persons claiming under them to the extent provided in this Restrictive Covenant. All leases for Affordable Residential Units, and all contracts and deeds of conveyance relating to the portion of Lot 1 upon which the Residential Buildings

have been constructed, shall be subject to the provisions of this Restrictive Covenant to the extent provided in this Restrictive Covenant.

**IN WITNESS WHEREOF**, Owner has caused this Restrictive Covenant to be executed by a duly-authorized representative on the date first above written.

| | |
|---|---|
| ATTEST: | **155 GROUP, LLC**, an Illinois limited liability company |
| By:_____ | By: _____ |
| Its:_____ | Its: _____ |

**EXHIBIT A TO RESTRICTIVE COVENANT**

**PROPERTY LEGAL DESCRIPTION**

LOT 1 IN THE BRICKYARD LOFTS SUBDIVISION BEING A SUBDIVISION OF LOT 2 IN DEERFIELD BRICKYARDS SUBDIVISION, IN THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LAKE COUNTY, ILLINOIS AS DEPICTED ON THAT FINAL PLAT FOR THE BRICKYARD LOFTS SUBDIVISION RECORDED AS DOCUMENT NO. _____ ON _____, 2026.

PINs: _____

Commonly Known as: 155 N. Pfingsten Road, Deerfield, Illinois

# EXHIBIT B TO RESTRICTIVE COVENANT

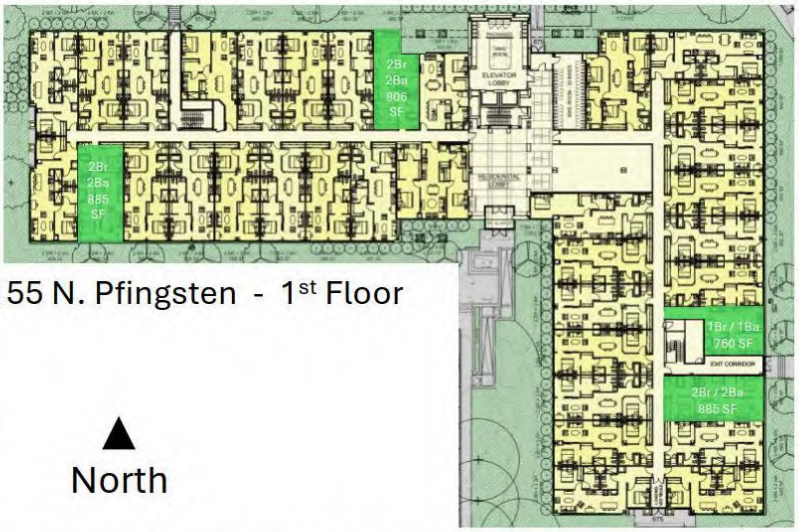
EXHIBIT A

Location of Affordable Units

10/9/25

| 155 N. Pfingsten Deerfield Affordable Units | | | | |
|---|---|---|---|---|
| Unit Type | 1 Br/1 Ba | | 2 Br/2 Ba | |
| 1st Floor | 760 | East | 806 | North |
| | | | 885 | South |
| | | | 885 | East |
| | | | | |
| 2nd Floor | 688 | North | 806 | North |
| | | | 885 | South |
| | | | 885 | West |
| | | | | |
| 3rd Floor | | | 806 | North |
| | | | 885 | South |
| | | | 885 | East |
| 11 Total | 2 | units | 9 | Units |

* Change from Preliminary plan 1BR unit moved from 3rd fl. North to 1st floor East




155 N. Pfingsten - 1st Floor

North

2nd Floor

3rd Floor

**EXHIBIT G**

**OPERATIONS AND RECIPROCAL EASEMENT AGREEMENT**

PREPARED BY AND
WHEN RECORDED RETURN TO:

Talia Lissner, Esq.
c/o 155 Group, LLC
1030 W. Chicago Ave.
Suite 300
Chicago, IL 606042

(Space above this line for recorder's use only)

# DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS AGREEMENT

THIS DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2026 (the "Effective Date"), by and between the **155 Group, LLC, an Illinois limited liability company** (the "155 Group") and [TBD - **Primrose School Franchising Company LLC, a Georgia limited liability company**] ("Primrose"). 155 Group and Primrose are individually referred to herein as a "Party" and collectively as the "Parties," as the context may require.

## RECITALS:

A. Primrose owns fee simple title to that certain real property situated in the Village of Deerfield, County of Lake, State of Illinois, containing approximately 1.66 acres and which is more particularly described on Exhibit "A-1" (the "Primrose Parcel"). Primrose intends to develop and use the Primrose Parcel for a day care/pre-school facility.

B. 155 Group owns fee simple title to an adjacent parcel of land commonly known as 155 N. Pfingsten Rd. situated in the Village of Deerfield, County of Lake, State of Illinois, containing approximately 5.75 acres and which is more particularly described on Exhibit "A-2" (the "155 Group Parcel"). 155 Group intends to develop and use the 155 Group Parcel for a multi-family residential housing.

C. The Primrose Parcel and the 155 Group Parcel are both depicted on the site plan attached hereto as Exhibit "B" (the "Site Plan"). The 155 Parcel and the Primrose Parcel are sometimes individually referred to in this Agreement as a "Parcel" or as the "Parcels," as the context may require.

C. 155 Group and Primrose wish to enter into this Agreement to provide, among other things, for certain grants of easement on, over, under, across and through the Parcels, establish a structure for the maintenance and repair of certain portions of each Parcel and to limit uses on each Parcel.

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, Primrose and 155 Group do hereby declare that the Parcels and all present and future owners and occupants of the Parcels shall be and hereby are subject to the terms, covenants, easements, restrictions and conditions hereinafter set forth in this Agreement, so that said Parcels shall be maintained, kept, sold and used in full compliance with and subject to this Agreement and, in connection therewith, Primrose and 155 Group covenant and agree as follows:

1. Grants of Reciprocal Cross Access Easements.

(a) 155 Group and Primrose hereby grant, each to the other, with respect to their respective Parcels, for the common use and benefit of their respective Permittees, non-exclusive and perpetual easements in, to, over and across that certain area of the Parcels, as depicted on Exhibit "C" attached hereto (the "Access Easement Area"), for the purposes of (1) ingress and egress by pedestrians and vehicles to, from and between (a) the respective Parcels and (b) adjacent rights of way, streets and roads, and (2) the right to perform maintenance and repairs in accordance with the terms of this Agreement (the "Reciprocal Cross Access Easement"). For clarity, emergency vehicles shall have the right of access over all drive aisles of both the 155 Group Parcel and the Primrose Parcel regardless of the areas depicted on Exhibit "C." For further clarity, Primrose and its Permittees shall not be permitted to park or have standing vehicles on the 155 Group Parcel, and 155 Group and its Permittees shall not be permitted to park or have standing vehicles on the Primrose Parcel. For the purposes of this Section 1(a), the term "Permittees" shall mean the tenant(s) or occupant(s) of a Parcel, and the respective employees, agents, contractors, customers, invitees and licensees of (i) the respective owner of such Parcel, and/or (ii) such ground lessees, tenant(s) or occupant(s).

(b) The Parties acknowledge that the Access Easement Area is intended to only include (i) the existing east/west drive aisle between North Pfingsten Road and Deer Lake Road (ii) the north/south and east/west drive aisles that are adjacent to the Primrose building all as depicted on the Site Plan, and (iii) with respect to emergency vehicles, all drive aisles located on the 155 Group Parcel and the Primrose Parcel. The Access Easement Area does not include any parking spaces abutting such drive aisles. The Access Easement Area shall in no event be blocked, closed, altered, changed or removed except as agreed to by the Parties. The Parties shall fully cooperate to identify and remediate all traffic and safety issues which may arise from time to time with the use and enjoyment of the Access Easement Area. The Parties shall fully cooperate to identify and remediate all traffic and safety issues which may arise from time to time. Subject to the limitations set forth in this Section 1 and all applicable laws, the Reciprocal Cross Access Easement hereby granted is subject to the unrestricted right of each Parcel owner, with respect to the portion Access Easement Area located on its respective Parcel, to:

(i) Make improvements and repairs and to do all acts in connection therewith;

(ii) Remove from its Parcel any persons or tangible property (including vehicles) that use the Access Easement Area for any uses or purposes in violation of or inconsistent with this Agreement; and

(iii) Temporarily close any part of such Access Easement Area for the purpose of making repairs or performing maintenance on the condition that such portion of the Access Easement Area is not blocked or closed in excess of two business days

without consent from the other Party and so long as at least one point of ingress/egress to a public right of way is open at all times during such temporary closure.

2. Grant of Utility Easement. Primrose hereby grants to 155 Group a perpetual, non-exclusive utility easement for the installation, maintenance, removal and repair over, under, across and through the Primrose Parcel for sewer, water, storm sewer, gas, electric, cable, other common utility services and their respective appurtenances (the "Utility Easement") in the area depicted on Exhibit "D" (the "Utility Easement Area"). This grant of Utility Easement shall also include the right of the 155 Group to come upon the Primrose Parcel in areas outside of the Utility Easement Area for the sole purpose of maintaining and repairing the improvements within the Utility Easement Area. Such additional areas shall be limited to those which do not unreasonably interfere with any buildings or improvements constructed on the Primrose Parcel and are reasonably necessary to perform the work in an expedient, cost efficient manner. 155 Group shall limit its encroachment so as to minimize, to the extent reasonably feasible, any disruption of the use and enjoyment of the Primrose Parcel by Primrose and its Permittees. Except in the case of emergencies, 155 Group shall provide Primrose with at least 15 days' notice of the need to repair or perform maintenance on utility improvements within the Utility Easement Area. Such notice shall include details on the scope of work, the duration of the work and the areas adjacent to the Utility Easement Area that are needed to perform such work. Following completion of such work, 155 Group shall promptly restore the Utility Easement Area and any adjacent areas to a substantially similar condition to the condition that existed prior to the commencement of the work. Primrose acknowledges that it is tying into 155 Group's sanitary sewer line in the Utility Easement Area in order to connect to the Village's sanitary sewer line in North Pfingsten Road (such segment from the point of connection within the Utility Easement Area to the point of connection to the Village's line, the "Sanitary Sewer Segment." If or when repairs and/or maintenance is required to the Sanitary Sewer Segment, 155 Group shall perform such repairs and maintenance work, 155 Group will be responsible for 75% of such repair and/or maintenance costs and Primrose will be responsible for 25% of such repair and/or maintenance costs. If Primrose does not pay its share within 30 days of receipt of a reasonably detailed invoice from 155 Group, interest shall accrue on any unpaid amounts at the rate of 10% per annum until paid.

3. Village of Deerfield Easement and Rights. Each respective Parcel owner each grants an easement for Village of Deerfield emergency and utility personnel and vehicles including provision of necessary keys, codes, or equipment to open any private gates or access point needed to make use of the easement; it being agreed that the Village of Deerfield is an intended third-party beneficiary of the Agreement, and, therefore, will have the right, but not the obligation, to enforce all covenants contained in the Agreement. The Village of Deerfield is hereby given the right, after 15 days' written notice to the owner or owners of the applicable Parcel or Parcels, as may be appropriate: (i) to perform any Agreement obligations that the owner(s) of the applicable parcel(s) neglected to perform (or to commence and diligently pursue completion of the maintenance work within the 15 day period if the maintenance work is not reasonably capable of being completed within the 15 day period); (ii) to assess the owner(s) of the applicable parcel(s) for the work; and (iii) to have a lien placed against the affected lot(s) belonging to an owner(s) failing to pay the assessment if the assessment is not paid within thirty (30) days after written notice from the Village of Deerfield.

4. Maintenance and Costs.

(a) Maintenance:

(i) The Parties shall maintain their respective Parcels, including but not limited to the Access Easement Parcel, in a clean and neat condition at all times (and during construction, shall maintain the construction site in an orderly, safe and clean condition consistent with first class construction methods as may be applicable in the Village of Deerfield, Village of Northbrook or Village of Glencoe) and shall take such measures as are necessary to control blowing dust, dirt, litter and debris. In the event of any damage to or destruction of a building or improvements on either Parcel, the owner of such Parcel shall, with due diligence either (i) repair, restore and rebuild such building and surrounding improvements to its condition prior to such damage or destruction (or with such changes as shall not conflict with this Agreement), or (ii) demolish and remove all portions of such damaged or destroyed building and improvements then remaining, including the debris resulting therefrom, and otherwise clean and restore the area affected by such casualty to a level, graded condition.

(ii) 155 Group and Primrose shall each cause the Access Easement Area to be lighted between sunset and sunrise in a manner consistent with similar developments in the Village of Deerfield, Village of Northbrook and Village of Glencoe projects and in accordance with all applicable laws.

(iii) Upon the effective date hereof, the 155 Group shall be responsible for contracting for, paying for and causing the removal of ice and snow in the Access Easement Area. The costs and expenses of such snow and ice removal shall be a Reimbursable Cost, as defined below, and subject to Primrose's full and prompt payment of its Sharing Percentage, as defined below, to 155 Group.

(iv) Upon the earlier of: (i) the opening of business on the Primrose Parcel or (ii) the completion of the revisions to the landscaping work on the 155 Group Parcel, 155 Group shall commence and be responsible for contracting for, paying for and causing the maintenance of, all landscaping and landscaped areas, including monument signage at North Pfingsten Road and Deer Lake Road, on the 155 Group Parcel and the Primrose Parcel. The costs and expenses of such landscaping and landscaped area maintenance shall be a Reimbursable Cost, as defined below, and subject to Primrose's full and prompt payment of its Sharing Percentage, as defined below, to 155 Group.

(v) 155 Group shall be responsible, at its sole cost and expense, for the cost of moving the existing monument sign as depicted on the Plat. The owner the Primrose Parcel shall have the right to install, at its sole cost and expense, a metal plaque that shall be applied to the monument in accordance with plans and specifications approved by the owner of the 155 Group Parcel.

(b) Costs:

(i) With respect to Maintenance: For the purposes of this Agreement, the term "Reimbursable Costs" shall mean all actual and reasonable costs and expenses incurred by 155 Group associated with maintaining, cleaning, repairing, plowing and removal of snow and ice within the Access Easement Area. On a quarterly basis (i.e., on or about March 31, June 30, September 30 and December 31), 155 Group shall provide Primrose with invoices, evidence of payment and other documentation reasonably necessary to evidence the Reimbursable Costs it has incurred (each, a "Maintenance Statement"). Primrose shall be responsible for payment of 50% of the amounts set forth in each Maintenance Statement. Primrose shall pay such amount within 30 days of delivery of a Maintenance Statement. If such amounts are not paid within 30 days, interest shall accrue on any unpaid amounts at the rate of 10% per annum until paid.

(ii) With respect to Landscaping: For the purposes of this Agreement, the term "Landscaping Costs" shall mean all actual and reasonable costs and expenses incurred by 155 Group associated with the maintenance of the landscaping and all landscaped areas on the 155 Group Parcel and the perimeter of the south and west portions of Primrose Parcel, including monument signage at North Pfingsten Road and Deer Lake Road ("Landscaping.") On a quarterly basis (i.e., on or about March 31, June 30, September 30 and December 31), 155 Group shall provide Primrose with invoices, evidence of payment and other documentation reasonably necessary to evidence the Landscaping Costs it has incurred (each, a "Landscaping Statement"). Primrose shall be responsible for payment of 22% of the amounts set forth in each Landscaping Statement. Primrose shall pay such amount within 30 days of delivery of a Landscaping Statement. If such amounts are not paid within 30 days, interest shall accrue on any unpaid amounts at the rate of 10% per annum until paid.

(iii) With respect to all taxes, assessments, or charges of any type levied or made by any governmental body or agency ("Taxes"): (i) as of the date hereof, the Primrose Parcel is presently part of Permanent Identification Number ("PIN") 16-33-304-018 which also includes the 155 Group Parcel. As soon as practicable after the date hereof, 155 Group shall take such reasonable actions to cause the Lake County Chief County Assessor Office (or applicable township assessment office) to issue a new PIN that only applies to the Primrose Parcel (the "Primrose PIN"). Until the issuance of the Primrose PIN, 155 Group Owner shall pay the Primrose Parcel Taxes, and Primrose shall reimburse 155 Group for the Primrose Parcel Taxes attributable to the pro-rata Land Value (as determined by the Lake County Assessor) of the Primrose Parcel only within 30 days of proof of payment. From and after the issuance of the Primrose PIN, the Taxes assessed against the Primrose PIN (the "Primrose Taxes") shall then become the sole responsibility of the Primrose to pay directly to the taxing authority in full prior to delinquency, and Primrose shall have no further obligation to 155 Group Owner for the payment of Taxes (except for those Primrose Taxes not previously paid by Primrose as required hereunder.) If 155 Group Owner submits a timely invoice for the Primrose Taxes for any calendar year (along with any reasonably requested supporting documents), Primrose Owner shall pay any such amounts within 30 days of receipt of such

invoice and supporting documentation from 155 Group. After the 30th day, interest shall accrue on any unpaid amounts at the rate of 10% per annum until paid.

(iv) With respect to Insurance: Commencing with the date of this Agreement and thereafter during the term hereof, each Owner shall, at its sole cost and expense, maintain (or cause to be maintained), commercial general liability insurance (as a separate policy or as a part of a blanket policy covering other insureds and other locations) against claims for personal injury or death and property damage occasioned by accident occurring upon, in or about the Parcel owned by such Owner, such insurance (i) in each case to afford protection to the limit of not less than Two Million and No/100 Dollars ($2,000,000.00) in respect of injury or death to any one person and to the limit of not less than Five Million and No/100 Dollars ($5,000,000.00) in respect of injury or death to any number of persons arising out of any one accident and such insurance against property damage to afford protection to the limit of not less than Two Million and No/100 Dollars ($2,000,000.00) in respect of any instance of property damage, and (ii) to name the other Owners as additional insureds. The minimum coverage limits set forth above shall be subject to upward adjustment from time to time at the request of any Owner (but not more frequently than once every five (5) years), such adjustment to reflect the percentage increase in the CPI-U (Chicago-Gary-Kenosha) as published by the U.S. Bureau of Labor Statistics (or if unavailable such other commonly accepted measure of cost of living as determined by the Owner Parcel Owner) since the last date of adjustment, or as otherwise agreed in writing by the Owners. Each Owner shall provide certificates of same to the other Owner upon demand, no more than once every six months.

(v) The term "Sharing Percentage" shall mean: (i) with respect to Maintenance Costs: fifty percent (50%) as to the Primrose Parcel and fifty percent (50%) as to the 155 Group Parcel; (ii) with respect to Landscaping Costs: twenty two percent (22%) as to the Primrose Parcel and seventy eight percent (78%) as to the 155 Group Parcel.

(c) Remedy for Non-Performance of Maintenance; Self- Help. If a Party shall default in the performance of its maintenance obligations hereunder, then any non-defaulting Party reserves the right of access to the other Party's Parcel to the extent access is required to cure the default, and, in addition to all other remedies available at law or in equity, after ten (10) days prior written notice to the defaulting Party (unless within such ten (10) day period the defaulting Party shall cure such default, or in the case of a default which by its nature cannot be reasonably completed within such ten (10) day period, the defaulting Party shall take such action as is reasonably calculated to cure the default and thereafter shall diligently prosecute the curing of the default to completion) shall have the right to perform such obligation contained in this Agreement on behalf of such defaulting Party and be reimbursed by such defaulting Party upon written demand for the actual costs thereof, including without limitation, out-of-pocket charges, fees, costs, and expenses incurred by the Party performing the work in connection therewith (including reasonable attorneys' fees and expenses), together with simple interest at the rate of eight percent (8%) per annum. Such charges, fees, costs, expenses, and interest shall be paid by the defaulting

Party within fifteen (15) days from receipt of a statement thereof from the non-defaulting Party (accompanied by reasonable documentation substantiating such statement).

(d) No Termination for Breach. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any owner to cancel, rescind, or otherwise terminate this Agreement. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon the Primrose Parcel or the 155 Group Parcel made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any owner of such property covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

5. Restrictive Covenant for the Benefit of the Primrose Parcel. The Parties hereby respectively agree and covenant as follows: For a period of twenty (20) years from the date hereof, 155 Group agrees that none of the following uses or businesses with the following characteristics shall be permitted on any portion of the 155 Group Parcel:

**No use as a child care center or a school, nor any use as a liquor store, adult book store or adult entertainment facility, nor any marijuana related operation (the "Prohibited Activities"), it being further agreed that no portion of the 155 Group Parcel shall be utilized in any manner to advertise any such prohibited activities.**

6. Notices. Any notice, request, consent, approval or demand (collectively, a "Notice") given or made under this Agreement shall be in writing and shall be given in the following manner: (a) by personal delivery of such Notice; or (b) by mailing of such Notice by certified mail, return receipt requested; (c) by sending e-mail transmission of such Notice with confirmation of receipt; or (d) by commercial overnight delivery of such Notice. All Notices shall be delivered to the addresses set forth in this Section 5. Notice delivered by counsel for a Party shall be deemed Notice made by such Party. Notice served by certified mail shall be effective on the fifth Business Day after the date of mailing. Notice served by e-mail transmission shall be effective as of date and time of e-mail transmission, provided that the Notice transmitted shall be sent on a Business Day during business hours of 8:00 A.M. to 5:00 P.M. Central time. In the event e-mail Notice is transmitted on a non-Business Day or during non-business hours, the effective date and time of Notice is the first business hour of the next Business Day after transmission. Notice served by commercial overnight delivery shall be effective on the next Business Day following deposit with the overnight delivery company. For purposes hereof, the first "business hour" of a Business Day shall be 8:00 a.m. Central time and a Business Day shall be Monday through Friday excluding federal and State of Illinois holidays. A Notice shall be delivered to the following, as applicable. Each Notice which any Owner desires or is required to serve upon any other Owner pursuant to this Agreement must be in writing and shall be delivered or mailed as provided herein to the following addresses:

If to 155 Group, at:

155 Group, LLC
1030 West Chicago Ave., Suite 300
Chicago, IL 60642
Attn: Paul Fishbein
paul@baumrealty.com

If to Primrose:

Primrose School Franchising Company LLC and/or Assigns
3200 Windy Hill Rd Suite 1200E
Atlanta GA 30339
Attn: Chief Development Officer
NKoros@primroseschools.com

7. General Provisions

(a) Indemnification.

(i) 155 Group shall indemnify Primrose and hold Primrose harmless, inclusive of Primrose's officers, directors, members, managers and employees (each a "Primrose Party" and collectively, the "Primrose Parties") from and against all third party claims, liabilities and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from or in any manner (collectively "Primrose Losses") relating to the use by 155 Group of (1) the Access Easement Area and the Utility Easement Area located on the Primrose Parcel, (2) such additional areas of the Primrose Parcel in accordance with Section 2 of this Agreement, and (3) such additional areas of the Primrose Parcel in accordance with Section 3(c) of this Agreement except to the extent the Primrose Losses are attributable to one or more Primrose Party's negligence or intentional misconduct.

(ii) Primrose indemnify 155 Group and hold 155 Group harmless, inclusive of 155 Group's officers, directors, members, managers and employees (each a "155 Group Party" and collectively, the "155 Group Parties") from and against all third party claims, liabilities and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from or in any manner (collectively "155 Group Losses") relating to the use by Primrose of the Access Easement Area located on the 155 Group Parcel or such additional areas of the 155 Group Parcel in accordance with Section 3(c) of this Agreement, except to the extent the 155 Group Losses are attributable to one or more 155 Group Party's negligence or intentional misconduct.

(b) Covenants Run With the Land. The easements, rights, privileges, benefits, covenants, conditions, obligations and restrictions contained herein shall be deemed to be covenants running with the land. If the Primrose Parcel or the 155 Group Parcel is divided into two or more parcel(s) after the effective date of this Agreement, all owners of said newly created parcels shall be entitled to the benefits of the easements, rights and privileges granted hereunder and all of said owners shall be burdened by the easements, covenants, conditions and restrictions established hereunder; provided, however, that upon the transfer of ownership of a parcel, the liability of the transferor for a breach of any covenant or obligation which existed prior to transfer shall remain with such transferor and the transferee shall only be liable for breaches that occur on or after transfer of ownership.

(c) Duration. Except as otherwise provided herein with respect to the

Prohibited Activities, each easement, covenant, restriction and undertaking of this Agreement shall be perpetual.

(d) Injunctive Relief. In the event of any violation or threatened violation by any Parcel Owner or occupant of the terms, covenants, and conditions herein contained, in addition to the other remedies herein provided, or available at law or in equity, any other Party or occupant shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction.

(e) Modification Provisions. This Agreement may not be modified in any respect whatsoever, or rescinded in whole or in part, except with the consent of all owners of all of the parcels governed by this Agreement as evidenced by a written instrument that is duly recorded in the office of the Lake County, Illinois Recorder of Deeds.

(f) Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Primrose Parcel or the 155 Group Parcel to the general public or for the general public or for any public purposes whatsoever, it being the intention of the Parties that this Agreement shall be strictly limited to and for the purposes herein expressed.

(g) Breach Shall Not Permit Termination. Except as otherwise provided herein, no breach of this Agreement shall entitle any Parcel Owner to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect in any manner any other rights or remedies that such parcel owner may have hereunder by reason of any breach of this Agreement. Any breach of any of said covenants or restrictions, however, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value but such covenants or restrictions shall be binding upon and effective against such Parcel owner of any of said property or any portion thereof whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

(h) Validity and Severance. If any clause, sentence or other portion of this Agreement shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portions hereof shall remain in full force and effect.

(i) Liens. Each owner having rights with respect to the easements granted pursuant to this Agreement shall use their best efforts to ensure that no liens are recorded against the Access Easement Area, Utility Easement area or any other portion of the other Party's property. In the event any such liens are so recorded, then Primrose or 155 Group, as applicable, shall within 10 business days after same has been recorded either (i) cause said lien to be released of record, or (ii) deposit with the title company insuring the affected Party's title to its parcel an amount necessary to cause said title company to insure said Party's title against said lien until said lien is released of record, or (iii) deliver to said Party such other form of security as shall be reasonably acceptable to satisfy said Party that said lien shall be satisfied and released. In all events, the Party causing said lien shall diligently pursue causing said lien to be released.

(j) Remedies Cumulative. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

(k) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made between residents of and to be performed wholly within such State.

(l) Counterparts. It is specifically agreed that this Agreement may be executed in one or more counterparts, all of which shall be taken together to constitute one and the same instrument and shall be binding upon each party who may sign a counterpart of this instrument.

(m) Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto. The Parties do not rely upon any statement, promise or representation not herein expressed.

(n) Litigation. If any Party brings an action or proceeding (including any cross-complaint, counterclaim, or third-party claim) against the other Party by reason of a default by the other Party or otherwise arising out of this Agreement, the non-prevailing Party shall pay to the prevailing Party in such action or proceeding all of the prevailing party's costs and expenses of suit, including reasonable attorneys' fees, which shall be payable whether or not such action is prosecuted to judgment. "Prevailing party" within the meaning of this Agreement includes a Party who dismisses an action for recovery hereunder in exchange for payment of the sums allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action.

(o) Estoppel Certificate. Each Party shall, within 20 days after written request from any other Party, which request shall quote this Section, execute and deliver to the requesting Party a written statement certifying, to its actual knowledge, whether or not this Agreement is modified and whether or not this Agreement is in full force and effect (or, if there have been modifications, stating those modifications), and whether or not any Party has failed to perform an obligation under this Agreement, and if so, the nature of the failure. No Party shall be obligated to respond to a request to execute a statement which attempts to modify any of the terms or conditions of this Agreement. A statement executed by any Party may be relied upon by a Party or any transferee, mortgagee, or encumbrancer, without knowledge to the contrary, to which such statement is addressed so as to stop the party executing the statement from asserting the contrary, but the Party executing the statement shall not be liable for any erroneous information contained therein. Such certificate may provide that in the event of a conflict between the provisions of this Agreement and the provision of the certificate, the provisions of this Agreement shall control. A statement hereunder may be requested by any Party from any other Party at any time and from time to time; provided, however, that after the first such request by a Party during any calendar year, each additional request shall require the payment by the requesting Party to the Party executing the statement of a fee of $500.00, payment of which shall be a condition precedent to the obligation of the other Party to review or execute the statement. The delivery of any such statement may be conditioned upon the execution of the statement by the requesting Party to evidence its concurrence with the facts set forth in the statement.

(p) Force Majeure. In the event any Party is delayed, hindered in or prevented from the performance of any act required under this Agreement by reason of a cause beyond the reasonable control of the obligated Party, then performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay. Such a cause shall include "acts of God"; strikes; lockouts;

weather in which work cannot proceed (even if normal); protests; riots; insurrection; war; unavailability of materials from normal sources; acts of governmental authority, including courts; or acts or conduct of another Owner, its contractors, employees or agents, in violation of this Agreement, but it shall not include delays due to inability or failure to obtain financing or inadequate financial resources.

(q) Compliance with Laws. Each Party shall comply with all laws as may be applicable to each Party's Parcel. Each Party acknowledges that the 155 Group Parcel and the Primrose Parcel are governed by, among other things, a planned unit development (the "PUD"), and a development agreement between and among Primrose, 155 Group and the Village of Deerfield (the "Development Agreement"). Each Party shall comply with the terms of the PUD and Development Agreement at all times. Primrose acknowledges that (a) its use and operation of its facility is governed by, among other things, a special use for a daycare facility and a special use for a nursery school and (b) that such special uses may expire pursuant to the terms of the Village of Deerfield Zoning Ordinances if Primrose does not timely pursue development of the Primrose Parcel. Primrose shall comply with the terms of the special uses at all times.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

PRIMROSE PARCEL OWNER

By: _____
Name: _____
Title: _____

155 GROUP PARCEL OWNER

By: _____
Name: _____
Title: _____

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

Before me_____, a Notary Public, on this day personally appeared _____, the _____ of the 155 Group, LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed and delivered the foregoing instrument for the purposes and consideration therein expressed.

Given under my hand and notarial seal this _____ day of _____, 2026.

My commission expires: _____

_____
Notary Public

STATE OF _____ )
) SS.
COUNTY _____ )

I, the undersigned, a Notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the _____ of [Primrose entity], the _____ of _____, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such _____ he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 2026.

Commission expires _____, 20____ _____

**EXHIBIT "A-1"**

PRIMROSE PARCEL LEGAL DESCRIPTION

# **EXHIBIT "A-2"**

155 GROUP PARCEL LEGAL DESCRIPTION

**EXHIBIT "B"**

**SITE PLAN**

**EXHIBIT "C"**

**Access Easement Area**

**EXHIBIT "D"**

**Utility Easement Area**

## EXHIBIT H

## MINIMUM INSURANCE REQUIREMENTS

The Developer, and its contractors and subcontractors constructing the Development, must obtain and maintain insurance as set forth in this Exhibit I.

A. **Worker's Compensation.** Worker's compensation insurance must be obtained with statutory coverage.

B. **Employer's Liability**. Employer's liability insurance must be obtained with coverage limits not less than $500,000 injury per occurrence, $500,000 disease per employee, and $500,000 disease policy limit.

C. **Comprehensive Motor Vehicle Liability.** Comprehensive motor vehicle liability insurance must be obtained with a combined single coverage limit for bodily injury and property damage of not less than $1,000,000 for vehicles owned, non-owned, or rented. All employees must be included as insureds.

D. **Comprehensive General Liability.** Comprehensive general liability insurance must be obtained written on an "occurrence" basis and with coverage limits no less than $2,000,000 for bodily injury and property damage with a combined single limit. Coverage must include a broad form property damage endorsement and a blanket contractual liability endorsement with express coverage of the indemnity provisions of the Agreement.

E. **Professional Liability.** Professional liability insurance must be obtained with a coverage limit of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate and covering the insured against all sums they may be obligated to pay on account of any liability arising out of the Agreement.

F. **Method of Coverage.** Required insurance coverage may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis so that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover the loss.

G. **Additional Insureds.** The following must be named as an additional insured on all policies except for worker's compensation and professional liability: Village of Deerfield, including its Mayor, Board of Trustees, elected and appointed officials, officers, employees, agents, attorneys, and representatives.

H. **Other Requirements.** All policies must be primary and noncontributory to coverage held by the additional insureds listed in Section G, offer the additional insured their choice of counsel and the right to conduct their own defense, and state that coverage applies in the State of Illinois.

I. **Proof of Coverage.** Proof of adequate coverage and compliance with the requirements in this Exhibit must be provided to the Village (1) prior to the Effective Date, (2) prior to the commencement of Project construction, and (3) upon Village request.

**EXHIBIT I**

**TRANSFEREE ASSUMPTION AGREEMENT**

**THIS AGREEMENT** is made as of this _____ day of _____, 20__, between the Village of Deerfield, an Illinois home rule municipal corporation (***"Village"***), 155 Group, LLC, an Illinois limited liability company (***"Developer"***), and _____ (***"Transferee"***).

**W I T N E S E T H**:

**WHEREAS**, pursuant to that certain real estate sale contract dated _____, 20__, the Transferee agreed to purchase from Developer certain real property situated in ____ 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 Lot 1 by Developer, the Transferee will be the legal owner of Lot 1; and

**WHEREAS**, as a condition to the conveyance of Lot 1 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 Subdivision and Development Agreement, dated as of _____, 20__, and recorded in the office of the Lake County Recorder on _____, 20__, as Document No. _____, by and between the Village and Developer (***"Development Agreement"***);

**NOW, THEREFORE**, in consideration of the agreement of Developer to convey Lot 1 to the Transferee, and of the Village to accept the transfer of obligations as provided in this Agreement and to grant the releases granted in this Agreement, 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 in this Paragraph and made a part of this Paragraph 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, regardless of whether the terms, requirements, and obligations are to be performed and provided by, or are imposed upon, Developer of Lot 1.

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, 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 have caused this Agreement to be executed as of the day and year first written above.

ATTEST:

**VILLAGE OF DEERFIELD**,
an Illinois home rule municipal corporation

_____
Village Clerk

By:_____
Its: Village Manager

ATTEST:

**155 GROUP, LLC**,
an Illinois limited liability company

By:_____

Its:_____

By:_____

Its:_____

**ATTEST:**

**[TRANSFEREE]**

By:_____

Its:_____

By:_____

Its:_____

ACKNOWLEDGMENTS

STATE OF ILLINOIS )
) SS
COUNTY OF LAKE )

This instrument was acknowledged before me on _____, 20__, by _____, the Village Manager of the Village of Deerfield, an Illinois home rule municipal corporation, and by _____, the Village Clerk of said municipal corporation.

_____
Signature of Notary

SEAL

STATE OF ILLINOIS )
) SS
COUNTY OF LAKE )

This instrument was acknowledged before me on _____, 20__, by _____ the _____ of **155 GROUP, LLC**, an Illinois limited liability company, and by _____, the _____ of said limited liability company.

_____
Signature of Notary

SEAL

---

STATE OF ILLINOIS )
) SS
COUNTY OF LAKE )

This instrument was acknowledged before me on _____, 20__, by _____ the _____ of **[TRANSFEREE]**, and by _____, the _____ of **[TRANSFEREE]**.

_____
Signature of Notary

SEAL

**EXHIBIT J**

**LENDER'S CONSENT AND SUBORDINATION**

_____ (and its successors and assigns, **"*Mortgagee*"**), is the holder of a certain note made by _____ and secured by the following documents, each from _____ and recorded with the Lake County Recorder of Deeds as indicated (collectively, the **"*Mortgage*"**):

> [*DESCRIBE ALL APPLICABLE MORTGAGE AGREEMENTS, NOTES, AND OTHER RELATED DOCUMENTS, EACH BY DATE OF EXECUTION, DATE OF RECORDATION, AND RECORDED DOCUMENT NUMBER*]

Mortgagee hereby consents to the execution and recording of the above and foregoing Subdivision and Development Agreement (the **"*Agreement*"**), and hereby subjects and subordinates the Mortgage to the provisions of the Agreement.

IN WITNESS WHEREOF, Mortgagee has caused this Consent and Subordination to be signed by its duly authorized officer on its behalf on this _____ day of _____, 20__.

**MORTGAGEE:**

By: _____

**EXHIBIT K**

**CONSTRUCTION AND TRAFFIC MANAGEMENT PLAN**

# 155 N. Pfingsten Traffic Management Plan

## 1. Scope and Objectives

The plan covers all construction-related vehicular and pedestrian traffic for the redevelopment of 155 N. Pfingsten (155 Building) and the development of the Primrose Pad (Pad) and new construction building Primrose Building:

1. **155 Building Office-to-Residential Redevelopment:** Demolition, site work, MEP modifications, and fit-out of the existing 155 building to 112 residential units.
2. **Pad Construction:** Site preparation, utility installation, and foundation work for a new structure for Primrose Daycare.
3. **Primrose Building Construction:** Construct the building after completion of the Pad.

**Objectives:**

- **Safety:** Protect workers, the public, and site visitors.
- **Traffic Flow:** Maintain acceptable levels of service on adjacent public roads.
- **Access:** Ensure unimpeded emergency vehicle access.
- **Coordination:** Minimize conflicts between the two project sites and with neighboring properties.
- **Compliance:** Meet all local, state, and federal regulations.

## 2. Site-Specific Traffic Management

**Office-to-Residential Redevelopment (Existing Structure)**

- **Access Point:** The property is accessed from two locations:
- 1. Pfingsten Road (West Access) and
- 2. Deer Lake Road (East Access)
- During the reconstruction of the 155 Building all construction access will be limited to the Deer Lake Road access point other than activities that are required to implement the plans on the south and west sides of the building. We will establish a **dedicated vehicle queuing area** *within* the site boundary to prevent trucks from backing up onto public streets.
- **Demolition Phase:** Schedule noisy, high-impact activities (heavy demolition, debris removal) for restricted hours per local ordinance. As needed, **Debris removal trucks** must be covered and washed down at a designated **Tire Wash Station** before exiting to prevent tracking dirt/mud onto public roads.
- **Worker Parking:** Construction vehicles and worker personal vehicles will be limited to parking at the South, East, and North Parking lots.

**Primrose Pad Construction (New Site Work)**

- **Access Point:** Pfingsten Road to establish one primary, clearly signed entry/exit point, separate from the 155 Building construction.
- **Pad Construction Phase:** Schedule noisy, high-impact activities (heavy site work, debris removal) for restricted hours per local ordinance. As needed, **Debris removal trucks** must be covered and washed down at a designated **Tire Wash Station** before exiting to prevent tracking dirt/mud onto public roads.

- **Material Deliveries:** Coordinate **Just-In-Time (JIT)** deliveries to minimize staging time. **Large concrete or steel deliveries** will use reasonable efforts to be scheduled during off-peak hours (e.g., 9:30 AM – 3:00 PM or after 6:00 PM) to avoid rush hour congestion.
- **Public Interface:** Install **Temporary Construction Fencing** and **warning signs** along the perimeter to clearly separate the construction zone from public areas (sidewalks, existing parking lots).

**Primrose Building (New Building)**

- **Access Point:** Pfingsten Road to establish one primary, clearly signed entry/exit point, separate from the 155 Building construction.
- Due to the existing structure, access may be constrained. Establish a **dedicated vehicle queuing area** *within* the site boundary to prevent trucks from backing up onto public streets.
- **Worker Parking:** Due to limited on-site space, Parking for Primrose construction vehicles or private cars will be accommodated on the 155 Building site to prevent workers from parking on residential or nearby business streets.
- **Crane and Large Equipment:** Establish **Critical Lift Plans** with specific street closure permits and certified flaggers for any large equipment erection or material hoisting that impacts public right-of-way.

## 3. General Traffic Control Measures

**Public Roadway Management**

- **Lane Closures:** Obtain necessary **permits** from the local Department of Transportation (DOT) for any temporary lane closures. Minimize closures, especially during peak travel times (typically 7:00 AM - 9:00 AM and 4:00 PM - 6:00 PM).
- **Street Cleaning:** Implement a daily street sweeping schedule along the primary access routes to maintain cleanliness and prevent debris-related hazards.

**Emergency Access**

- **24/7 Access:** Maintain clear, unobstructed access routes for **Fire, Police, and Ambulance** vehicles.
- **Contact List:** Post an updated list of key site personnel and the local Emergency Services contact numbers at all site entry points.

**Pedestrian and Non-Motorized Traffic**

- **Sidewalk Diversion:** Where construction necessitates a sidewalk closure, provide a clearly marked, protected, and accessible **pedestrian detour** path.
- **Safety Barriers:** Use sturdy, non-tip barricades to protect pedestrians from vehicular traffic and falling debris, especially around the high-rise office redevelopment.

## 4. Communications and Enforcement

### Communication Strategy

- **Pre-Construction Meeting:** Review the Traffic Management Plan with all major subcontractors and material suppliers *before* they mobilize.
- **Neighbor Notification:** Issue a formal letter or email to adjacent businesses and residential neighbors **one week prior** to major traffic shifts, lane closures, or highly disruptive work. Include contact information for immediate concerns.
- **Regular Updates:** Hold **weekly traffic safety briefings** with all site workers.

### Penalties and Enforcement

- **Zero Tolerance:** Institute a zero-tolerance policy for reckless driving or unauthorized parking by subcontractors.
- **Violations:** First offense results in a written warning to the subcontractor; repeated offenses lead to the removal of the driver/vehicle from the site or potential contract termination.

**EXHIBIT L**

**LEGAL DESCRIPTION OF LOT 1**

LOT 1 IN THE BRICKYARD LOFTS SUBDIVISION BEING A SUBDIVISION OF LOT 2 IN DEERFIELD BRICKYARDS SUBDIVISION, IN THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LAKE COUNTY, ILLINOIS.

**EXHIBIT M**

**LEGAL DESCRIPTION OF LOT 2**

LOT 2 IN THE BRICKYARD LOFTS SUBDIVISION BEING A SUBDIVISION OF LOT 2 IN DEERFIELD BRICKYARDS SUBDIVISION, IN THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LAKE COUNTY, ILLINOIS.

**EXHIBIT N**

**OPERATION AND RECIPROCAL EASEMENT AGREEMENT**

PREPARED BY AND
WHEN RECORDED RETURN TO:

Talia Lissner, Esq.
c/o 155 Group, LLC
1030 W. Chicago Ave.
Suite 300
Chicago, IL 606042

(Space above this line for recorder's use only)

# DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS AGREEMENT

THIS DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2026 (the "Effective Date"), by and between the **155 Group, LLC, an Illinois limited liability company** (the "155 Group") and [TBD - **Primrose School Franchising Company LLC, a Georgia limited liability company**] ("Primrose"). 155 Group and Primrose are individually referred to herein as a "Party" and collectively as the "Parties," as the context may require.

## RECITALS:

A. Primrose owns fee simple title to that certain real property situated in the Village of Deerfield, County of Lake, State of Illinois, containing approximately 1.66 acres and which is more particularly described on Exhibit "A-1" (the "Primrose Parcel"). Primrose intends to develop and use the Primrose Parcel for a day care/pre-school facility.

B. 155 Group owns fee simple title to an adjacent parcel of land commonly known as 155 N. Pfingsten Rd. situated in the Village of Deerfield, County of Lake, State of Illinois, containing approximately 5.75 acres and which is more particularly described on Exhibit "A-2" (the "155 Group Parcel"). 155 Group intends to develop and use the 155 Group Parcel for a multi-family residential housing.

C. The Primrose Parcel and the 155 Group Parcel are both depicted on the site plan attached hereto as Exhibit "B" (the "Site Plan"). The 155 Parcel and the Primrose Parcel are sometimes individually referred to in this Agreement as a "Parcel" or as the "Parcels," as the context may require.

C. 155 Group and Primrose wish to enter into this Agreement to provide, among other things, for certain grants of easement on, over, under, across and through the Parcels, establish a structure for the maintenance and repair of certain portions of each Parcel and to limit uses on each Parcel.

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, Primrose and 155 Group do hereby declare that the Parcels and all present and future owners and occupants of the Parcels shall be and hereby are subject to the terms, covenants, easements, restrictions and conditions hereinafter set forth in this Agreement, so that said Parcels shall be maintained, kept, sold and used in full compliance with and subject to this Agreement and, in connection therewith, Primrose and 155 Group covenant and agree as follows:

1. Grants of Reciprocal Cross Access Easements.

(a) 155 Group and Primrose hereby grant, each to the other, with respect to their respective Parcels, for the common use and benefit of their respective Permittees, non-exclusive and perpetual easements in, to, over and across that certain area of the Parcels, as depicted on Exhibit "C" attached hereto (the "Access Easement Area"), for the purposes of (1) ingress and egress by pedestrians and vehicles to, from and between (a) the respective Parcels and (b) adjacent rights of way, streets and roads, and (2) the right to perform maintenance and repairs in accordance with the terms of this Agreement (the "Reciprocal Cross Access Easement"). For clarity, emergency vehicles shall have the right of access over all drive aisles of both the 155 Group Parcel and the Primrose Parcel regardless of the areas depicted on Exhibit "C." For further clarity, Primrose and its Permittees shall not be permitted to park or have standing vehicles on the 155 Group Parcel, and 155 Group and its Permittees shall not be permitted to park or have standing vehicles on the Primrose Parcel. For the purposes of this Section 1(a), the term "Permittees" shall mean the tenant(s) or occupant(s) of a Parcel, and the respective employees, agents, contractors, customers, invitees and licensees of (i) the respective owner of such Parcel, and/or (ii) such ground lessees, tenant(s) or occupant(s).

(b) The Parties acknowledge that the Access Easement Area is intended to only include (i) the existing east/west drive aisle between North Pfingsten Road and Deer Lake Road (ii) the north/south and east/west drive aisles that are adjacent to the Primrose building all as depicted on the Site Plan, and (iii) with respect to emergency vehicles, all drive aisles located on the 155 Group Parcel and the Primrose Parcel. The Access Easement Area does not include any parking spaces abutting such drive aisles. The Access Easement Area shall in no event be blocked, closed, altered, changed or removed except as agreed to by the Parties. The Parties shall fully cooperate to identify and remediate all traffic and safety issues which may arise from time to time with the use and enjoyment of the Access Easement Area. The Parties shall fully cooperate to identify and remediate all traffic and safety issues which may arise from time to time. Subject to the limitations set forth in this Section 1 and all applicable laws, the Reciprocal Cross Access Easement hereby granted is subject to the unrestricted right of each Parcel owner, with respect to the portion Access Easement Area located on its respective Parcel, to:

(i) Make improvements and repairs and to do all acts in connection therewith;

(ii) Remove from its Parcel any persons or tangible property (including vehicles) that use the Access Easement Area for any uses or purposes in violation of or inconsistent with this Agreement; and

(iii) Temporarily close any part of such Access Easement Area for the purpose of making repairs or performing maintenance on the condition that such portion of the Access Easement Area is not blocked or closed in excess of two business days

without consent from the other Party and so long as at least one point of ingress/egress to a public right of way is open at all times during such temporary closure.

2. Grant of Utility Easement. Primrose hereby grants to 155 Group a perpetual, non-exclusive utility easement for the installation, maintenance, removal and repair over, under, across and through the Primrose Parcel for sewer, water, storm sewer, gas, electric, cable, other common utility services and their respective appurtenances (the "Utility Easement") in the area depicted on Exhibit "D" (the "Utility Easement Area"). This grant of Utility Easement shall also include the right of the 155 Group to come upon the Primrose Parcel in areas outside of the Utility Easement Area for the sole purpose of maintaining and repairing the improvements within the Utility Easement Area. Such additional areas shall be limited to those which do not unreasonably interfere with any buildings or improvements constructed on the Primrose Parcel and are reasonably necessary to perform the work in an expedient, cost efficient manner. 155 Group shall limit its encroachment so as to minimize, to the extent reasonably feasible, any disruption of the use and enjoyment of the Primrose Parcel by Primrose and its Permittees. Except in the case of emergencies, 155 Group shall provide Primrose with at least 15 days' notice of the need to repair or perform maintenance on utility improvements within the Utility Easement Area. Such notice shall include details on the scope of work, the duration of the work and the areas adjacent to the Utility Easement Area that are needed to perform such work. Following completion of such work, 155 Group shall promptly restore the Utility Easement Area and any adjacent areas to a substantially similar condition to the condition that existed prior to the commencement of the work. Primrose acknowledges that it is tying into 155 Group's sanitary sewer line in the Utility Easement Area in order to connect to the Village's sanitary sewer line in North Pfingsten Road (such segment from the point of connection within the Utility Easement Area to the point of connection to the Village's line, the "Sanitary Sewer Segment." If or when repairs and/or maintenance is required to the Sanitary Sewer Segment, 155 Group shall perform such repairs and maintenance work, 155 Group will be responsible for 75% of such repair and/or maintenance costs and Primrose will be responsible for 25% of such repair and/or maintenance costs. If Primrose does not pay its share within 30 days of receipt of a reasonably detailed invoice from 155 Group, interest shall accrue on any unpaid amounts at the rate of 10% per annum until paid.

3. Village of Deerfield Easement and Rights. Each respective Parcel owner each grants an easement for Village of Deerfield emergency and utility personnel and vehicles including provision of necessary keys, codes, or equipment to open any private gates or access point needed to make use of the easement; it being agreed that the Village of Deerfield is an intended third-party beneficiary of the Agreement, and, therefore, will have the right, but not the obligation, to enforce all covenants contained in the Agreement. The Village of Deerfield is hereby given the right, after 15 days' written notice to the owner or owners of the applicable Parcel or Parcels, as may be appropriate: (i) to perform any Agreement obligations that the owner(s) of the applicable parcel(s) neglected to perform (or to commence and diligently pursue completion of the maintenance work within the 15 day period if the maintenance work is not reasonably capable of being completed within the 15 day period); (ii) to assess the owner(s) of the applicable parcel(s) for the work; and (iii) to have a lien placed against the affected lot(s) belonging to an owner(s) failing to pay the assessment if the assessment is not paid within thirty (30) days after written notice from the Village of Deerfield.

4. Maintenance and Costs.

(a) Maintenance:

(i) The Parties shall maintain their respective Parcels, including but not limited to the Access Easement Parcel, in a clean and neat condition at all times (and during construction, shall maintain the construction site in an orderly, safe and clean condition consistent with first class construction methods as may be applicable in the Village of Deerfield, Village of Northbrook or Village of Glencoe) and shall take such measures as are necessary to control blowing dust, dirt, litter and debris. In the event of any damage to or destruction of a building or improvements on either Parcel, the owner of such Parcel shall, with due diligence either (i) repair, restore and rebuild such building and surrounding improvements to its condition prior to such damage or destruction (or with such changes as shall not conflict with this Agreement), or (ii) demolish and remove all portions of such damaged or destroyed building and improvements then remaining, including the debris resulting therefrom, and otherwise clean and restore the area affected by such casualty to a level, graded condition.

(ii) 155 Group and Primrose shall each cause the Access Easement Area to be lighted between sunset and sunrise in a manner consistent with similar developments in the Village of Deerfield, Village of Northbrook and Village of Glencoe projects and in accordance with all applicable laws.

(iii) Upon the effective date hereof, the 155 Group shall be responsible for contracting for, paying for and causing the removal of ice and snow in the Access Easement Area. The costs and expenses of such snow and ice removal shall be a Reimbursable Cost, as defined below, and subject to Primrose's full and prompt payment of its Sharing Percentage, as defined below, to 155 Group.

(iv) Upon the earlier of: (i) the opening of business on the Primrose Parcel or (ii) the completion of the revisions to the landscaping work on the 155 Group Parcel, 155 Group shall commence and be responsible for contracting for, paying for and causing the maintenance of, all landscaping and landscaped areas, including monument signage at North Pfingsten Road and Deer Lake Road, on the 155 Group Parcel and the Primrose Parcel. The costs and expenses of such landscaping and landscaped area maintenance shall be a Reimbursable Cost, as defined below, and subject to Primrose's full and prompt payment of its Sharing Percentage, as defined below, to 155 Group.

(v) 155 Group shall be responsible, at its sole cost and expense, for the cost of moving the existing monument sign as depicted on the Plat. The owner the Primrose Parcel shall have the right to install, at its sole cost and expense, a metal plaque that shall be applied to the monument in accordance with plans and specifications approved by the owner of the 155 Group Parcel.

(b) Costs:

(i) With respect to Maintenance: For the purposes of this Agreement, the term "Reimbursable Costs" shall mean all actual and reasonable costs and expenses incurred by 155 Group associated with maintaining, cleaning, repairing, plowing and removal of snow and ice within the Access Easement Area. On a quarterly basis (i.e., on or about March 31, June 30, September 30 and December 31), 155 Group shall provide Primrose with invoices, evidence of payment and other documentation reasonably necessary to evidence the Reimbursable Costs it has incurred (each, a "Maintenance Statement"). Primrose shall be responsible for payment of 50% of the amounts set forth in each Maintenance Statement. Primrose shall pay such amount within 30 days of delivery of a Maintenance Statement. If such amounts are not paid within 30 days, interest shall accrue on any unpaid amounts at the rate of 10% per annum until paid.

(ii) With respect to Landscaping: For the purposes of this Agreement, the term "Landscaping Costs" shall mean all actual and reasonable costs and expenses incurred by 155 Group associated with the maintenance of the landscaping and all landscaped areas on the 155 Group Parcel and the perimeter of the south and west portions of Primrose Parcel, including monument signage at North Pfingsten Road and Deer Lake Road ("Landscaping.") On a quarterly basis (i.e., on or about March 31, June 30, September 30 and December 31), 155 Group shall provide Primrose with invoices, evidence of payment and other documentation reasonably necessary to evidence the Landscaping Costs it has incurred (each, a "Landscaping Statement"). Primrose shall be responsible for payment of 22% of the amounts set forth in each Landscaping Statement. Primrose shall pay such amount within 30 days of delivery of a Landscaping Statement. If such amounts are not paid within 30 days, interest shall accrue on any unpaid amounts at the rate of 10% per annum until paid.

(iii) With respect to all taxes, assessments, or charges of any type levied or made by any governmental body or agency ("Taxes"): (i) as of the date hereof, the Primrose Parcel is presently part of Permanent Identification Number ("PIN") 16-33-304-018 which also includes the 155 Group Parcel. As soon as practicable after the date hereof, 155 Group shall take such reasonable actions to cause the Lake County Chief County Assessor Office (or applicable township assessment office) to issue a new PIN that only applies to the Primrose Parcel (the "Primrose PIN"). Until the issuance of the Primrose PIN, 155 Group Owner shall pay the Primrose Parcel Taxes, and Primrose shall reimburse 155 Group for the Primrose Parcel Taxes attributable to the pro-rata Land Value (as determined by the Lake County Assessor) of the Primrose Parcel only within 30 days of proof of payment. From and after the issuance of the Primrose PIN, the Taxes assessed against the Primrose PIN (the "Primrose Taxes") shall then become the sole responsibility of the Primrose to pay directly to the taxing authority in full prior to delinquency, and Primrose shall have no further obligation to 155 Group Owner for the payment of Taxes (except for those Primrose Taxes not previously paid by Primrose as required hereunder.) If 155 Group Owner submits a timely invoice for the Primrose Taxes for any calendar year (along with any reasonably requested supporting documents), Primrose Owner shall pay any such amounts within 30 days of receipt of such

invoice and supporting documentation from 155 Group. After the 30th day, interest shall accrue on any unpaid amounts at the rate of 10% per annum until paid.

(iv) With respect to Insurance: Commencing with the date of this Agreement and thereafter during the term hereof, each Owner shall, at its sole cost and expense, maintain (or cause to be maintained), commercial general liability insurance (as a separate policy or as a part of a blanket policy covering other insureds and other locations) against claims for personal injury or death and property damage occasioned by accident occurring upon, in or about the Parcel owned by such Owner, such insurance (i) in each case to afford protection to the limit of not less than Two Million and No/100 Dollars ($2,000,000.00) in respect of injury or death to any one person and to the limit of not less than Five Million and No/100 Dollars ($5,000,000.00) in respect of injury or death to any number of persons arising out of any one accident and such insurance against property damage to afford protection to the limit of not less than Two Million and No/100 Dollars ($2,000,000.00) in respect of any instance of property damage, and (ii) to name the other Owners as additional insureds. The minimum coverage limits set forth above shall be subject to upward adjustment from time to time at the request of any Owner (but not more frequently than once every five (5) years), such adjustment to reflect the percentage increase in the CPI-U (Chicago-Gary-Kenosha) as published by the U.S. Bureau of Labor Statistics (or if unavailable such other commonly accepted measure of cost of living as determined by the Owner Parcel Owner) since the last date of adjustment, or as otherwise agreed in writing by the Owners. Each Owner shall provide certificates of same to the other Owner upon demand, no more than once every six months.

(v) The term "Sharing Percentage" shall mean: (i) with respect to Maintenance Costs: fifty percent (50%) as to the Primrose Parcel and fifty percent (50%) as to the 155 Group Parcel; (ii) with respect to Landscaping Costs: twenty two percent (22%) as to the Primrose Parcel and seventy eight percent (78%) as to the 155 Group Parcel.

(c) Remedy for Non-Performance of Maintenance; Self- Help. If a Party shall default in the performance of its maintenance obligations hereunder, then any non-defaulting Party reserves the right of access to the other Party's Parcel to the extent access is required to cure the default, and, in addition to all other remedies available at law or in equity, after ten (10) days prior written notice to the defaulting Party (unless within such ten (10) day period the defaulting Party shall cure such default, or in the case of a default which by its nature cannot be reasonably completed within such ten (10) day period, the defaulting Party shall take such action as is reasonably calculated to cure the default and thereafter shall diligently prosecute the curing of the default to completion) shall have the right to perform such obligation contained in this Agreement on behalf of such defaulting Party and be reimbursed by such defaulting Party upon written demand for the actual costs thereof, including without limitation, out-of-pocket charges, fees, costs, and expenses incurred by the Party performing the work in connection therewith (including reasonable attorneys' fees and expenses), together with simple interest at the rate of eight percent (8%) per annum. Such charges, fees, costs, expenses, and interest shall be paid by the defaulting

Party within fifteen (15) days from receipt of a statement thereof from the non-defaulting Party (accompanied by reasonable documentation substantiating such statement).

(d) No Termination for Breach. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any owner to cancel, rescind, or otherwise terminate this Agreement. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon the Primrose Parcel or the 155 Group Parcel made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any owner of such property covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

5. Restrictive Covenant for the Benefit of the Primrose Parcel. The Parties hereby respectively agree and covenant as follows: For a period of twenty (20) years from the date hereof, 155 Group agrees that none of the following uses or businesses with the following characteristics shall be permitted on any portion of the 155 Group Parcel:

**No use as a child care center or a school, nor any use as a liquor store, adult book store or adult entertainment facility, nor any marijuana related operation (the "Prohibited Activities"), it being further agreed that no portion of the 155 Group Parcel shall be utilized in any manner to advertise any such prohibited activities.**

6. Notices. Any notice, request, consent, approval or demand (collectively, a "Notice") given or made under this Agreement shall be in writing and shall be given in the following manner: (a) by personal delivery of such Notice; or (b) by mailing of such Notice by certified mail, return receipt requested; (c) by sending e-mail transmission of such Notice with confirmation of receipt; or (d) by commercial overnight delivery of such Notice. All Notices shall be delivered to the addresses set forth in this Section 5. Notice delivered by counsel for a Party shall be deemed Notice made by such Party. Notice served by certified mail shall be effective on the fifth Business Day after the date of mailing. Notice served by e-mail transmission shall be effective as of date and time of e-mail transmission, provided that the Notice transmitted shall be sent on a Business Day during business hours of 8:00 A.M. to 5:00 P.M. Central time. In the event e-mail Notice is transmitted on a non-Business Day or during non-business hours, the effective date and time of Notice is the first business hour of the next Business Day after transmission. Notice served by commercial overnight delivery shall be effective on the next Business Day following deposit with the overnight delivery company. For purposes hereof, the first "business hour" of a Business Day shall be 8:00 a.m. Central time and a Business Day shall be Monday through Friday excluding federal and State of Illinois holidays. A Notice shall be delivered to the following, as applicable. Each Notice which any Owner desires or is required to serve upon any other Owner pursuant to this Agreement must be in writing and shall be delivered or mailed as provided herein to the following addresses:

If to 155 Group, at:

155 Group, LLC
1030 West Chicago Ave., Suite 300
Chicago, IL 60642
Attn: Paul Fishbein
paul@baumrealty.com

If to Primrose:

Primrose School Franchising Company LLC and/or Assigns
3200 Windy Hill Rd Suite 1200E
Atlanta GA 30339
Attn: Chief Development Officer
NKoros@primroseschools.com

7. General Provisions

(a) Indemnification.

(i) 155 Group shall indemnify Primrose and hold Primrose harmless, inclusive of Primrose's officers, directors, members, managers and employees (each a "Primrose Party" and collectively, the "Primrose Parties") from and against all third party claims, liabilities and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from or in any manner (collectively "Primrose Losses") relating to the use by 155 Group of (1) the Access Easement Area and the Utility Easement Area located on the Primrose Parcel, (2) such additional areas of the Primrose Parcel in accordance with Section 2 of this Agreement, and (3) such additional areas of the Primrose Parcel in accordance with Section 3(c) of this Agreement except to the extent the Primrose Losses are attributable to one or more Primrose Party's negligence or intentional misconduct.

(ii) Primrose indemnify 155 Group and hold 155 Group harmless, inclusive of 155 Group's officers, directors, members, managers and employees (each a "155 Group Party" and collectively, the "155 Group Parties") from and against all third party claims, liabilities and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from or in any manner (collectively "155 Group Losses") relating to the use by Primrose of the Access Easement Area located on the 155 Group Parcel or such additional areas of the 155 Group Parcel in accordance with Section 3(c) of this Agreement, except to the extent the 155 Group Losses are attributable to one or more 155 Group Party's negligence or intentional misconduct.

(b) Covenants Run With the Land. The easements, rights, privileges, benefits, covenants, conditions, obligations and restrictions contained herein shall be deemed to be covenants running with the land. If the Primrose Parcel or the 155 Group Parcel is divided into two or more parcel(s) after the effective date of this Agreement, all owners of said newly created parcels shall be entitled to the benefits of the easements, rights and privileges granted hereunder and all of said owners shall be burdened by the easements, covenants, conditions and restrictions established hereunder; provided, however, that upon the transfer of ownership of a parcel, the liability of the transferor for a breach of any covenant or obligation which existed prior to transfer shall remain with such transferor and the transferee shall only be liable for breaches that occur on or after transfer of ownership.

(c) Duration. Except as otherwise provided herein with respect to the

Prohibited Activities, each easement, covenant, restriction and undertaking of this Agreement shall be perpetual.

(d) Injunctive Relief. In the event of any violation or threatened violation by any Parcel Owner or occupant of the terms, covenants, and conditions herein contained, in addition to the other remedies herein provided, or available at law or in equity, any other Party or occupant shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction.

(e) Modification Provisions. This Agreement may not be modified in any respect whatsoever, or rescinded in whole or in part, except with the consent of all owners of all of the parcels governed by this Agreement as evidenced by a written instrument that is duly recorded in the office of the Lake County, Illinois Recorder of Deeds.

(f) Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Primrose Parcel or the 155 Group Parcel to the general public or for the general public or for any public purposes whatsoever, it being the intention of the Parties that this Agreement shall be strictly limited to and for the purposes herein expressed.

(g) Breach Shall Not Permit Termination. Except as otherwise provided herein, no breach of this Agreement shall entitle any Parcel Owner to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect in any manner any other rights or remedies that such parcel owner may have hereunder by reason of any breach of this Agreement. Any breach of any of said covenants or restrictions, however, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value but such covenants or restrictions shall be binding upon and effective against such Parcel owner of any of said property or any portion thereof whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

(h) Validity and Severance. If any clause, sentence or other portion of this Agreement shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portions hereof shall remain in full force and effect.

(i) Liens. Each owner having rights with respect to the easements granted pursuant to this Agreement shall use their best efforts to ensure that no liens are recorded against the Access Easement Area, Utility Easement area or any other portion of the other Party's property. In the event any such liens are so recorded, then Primrose or 155 Group, as applicable, shall within 10 business days after same has been recorded either (i) cause said lien to be released of record, or (ii) deposit with the title company insuring the affected Party's title to its parcel an amount necessary to cause said title company to insure said Party's title against said lien until said lien is released of record, or (iii) deliver to said Party such other form of security as shall be reasonably acceptable to satisfy said Party that said lien shall be satisfied and released. In all events, the Party causing said lien shall diligently pursue causing said lien to be released.

(j) Remedies Cumulative. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

(k) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made between residents of and to be performed wholly within such State.

(l) Counterparts. It is specifically agreed that this Agreement may be executed in one or more counterparts, all of which shall be taken together to constitute one and the same instrument and shall be binding upon each party who may sign a counterpart of this instrument.

(m) Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto. The Parties do not rely upon any statement, promise or representation not herein expressed.

(n) Litigation. If any Party brings an action or proceeding (including any cross-complaint, counterclaim, or third-party claim) against the other Party by reason of a default by the other Party or otherwise arising out of this Agreement, the non-prevailing Party shall pay to the prevailing Party in such action or proceeding all of the prevailing party's costs and expenses of suit, including reasonable attorneys' fees, which shall be payable whether or not such action is prosecuted to judgment. "Prevailing party" within the meaning of this Agreement includes a Party who dismisses an action for recovery hereunder in exchange for payment of the sums allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action.

(o) Estoppel Certificate. Each Party shall, within 20 days after written request from any other Party, which request shall quote this Section, execute and deliver to the requesting Party a written statement certifying, to its actual knowledge, whether or not this Agreement is modified and whether or not this Agreement is in full force and effect (or, if there have been modifications, stating those modifications), and whether or not any Party has failed to perform an obligation under this Agreement, and if so, the nature of the failure. No Party shall be obligated to respond to a request to execute a statement which attempts to modify any of the terms or conditions of this Agreement. A statement executed by any Party may be relied upon by a Party or any transferee, mortgagee, or encumbrancer, without knowledge to the contrary, to which such statement is addressed so as to stop the party executing the statement from asserting the contrary, but the Party executing the statement shall not be liable for any erroneous information contained therein. Such certificate may provide that in the event of a conflict between the provisions of this Agreement and the provision of the certificate, the provisions of this Agreement shall control. A statement hereunder may be requested by any Party from any other Party at any time and from time to time; provided, however, that after the first such request by a Party during any calendar year, each additional request shall require the payment by the requesting Party to the Party executing the statement of a fee of $500.00, payment of which shall be a condition precedent to the obligation of the other Party to review or execute the statement. The delivery of any such statement may be conditioned upon the execution of the statement by the requesting Party to evidence its concurrence with the facts set forth in the statement.

(p) Force Majeure. In the event any Party is delayed, hindered in or prevented from the performance of any act required under this Agreement by reason of a cause beyond the reasonable control of the obligated Party, then performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay. Such a cause shall include "acts of God"; strikes; lockouts;

weather in which work cannot proceed (even if normal); protests; riots; insurrection; war; unavailability of materials from normal sources; acts of governmental authority, including courts; or acts or conduct of another Owner, its contractors, employees or agents, in violation of this Agreement, but it shall not include delays due to inability or failure to obtain financing or inadequate financial resources.

(q) Compliance with Laws. Each Party shall comply with all laws as may be applicable to each Party's Parcel. Each Party acknowledges that the 155 Group Parcel and the Primrose Parcel are governed by, among other things, a planned unit development (the "PUD"), and a development agreement between and among Primrose, 155 Group and the Village of Deerfield (the "Development Agreement"). Each Party shall comply with the terms of the PUD and Development Agreement at all times. Primrose acknowledges that (a) its use and operation of its facility is governed by, among other things, a special use for a daycare facility and a special use for a nursery school and (b) that such special uses may expire pursuant to the terms of the Village of Deerfield Zoning Ordinances if Primrose does not timely pursue development of the Primrose Parcel. Primrose shall comply with the terms of the special uses at all times.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

PRIMROSE PARCEL OWNER

By: _____
Name: _____
Title: _____

155 GROUP PARCEL OWNER

By: _____
Name: _____
Title: _____

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

Before me_____, a Notary Public, on this day personally appeared _____, the _____ of the 155 Group, LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed and delivered the foregoing instrument for the purposes and consideration therein expressed.

Given under my hand and notarial seal this _____ day of _____, 2026.

My commission expires: _____

_____
Notary Public

STATE OF _____ )
) SS.
COUNTY _____ )

I, the undersigned, a Notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the _____ of [Primrose entity], the _____ of _____, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such _____ he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 2026.

Commission expires _____, 20____ _____

**EXHIBIT "A-1"**

PRIMROSE PARCEL LEGAL DESCRIPTION

# EXHIBIT "A-2"

155 GROUP PARCEL LEGAL DESCRIPTION

**EXHIBIT "B"**

**SITE PLAN**

**EXHIBIT "C"**

**Access Easement Area**

**EXHIBIT "D"**

**Utility Easement Area**

**EXHIBIT B**

**DEVELOPMENT AGREEMENT FOR 135 N. PFINGSTEN**

**THIS DOCUMENT PREPARED BY AND AFTER RECORDING RETURN TO:**

Benjamin L. Schuster
Elrod Friedman LLP
350 N. Clark Street
Second Floor
Chicago, IL 60654

Above Space for Recorder's Use Only

# SUBDIVISION AND DEVELOPMENT AGREEMENT

## BETWEEN

## THE VILLAGE OF DEERFIELD AND

## 155 GROUP, LLC

## [BRICKYARD LOFTS - 155 N. PFINGSTEN ROAD – LOT 2]

## DATED AS OF _____, 2026

**SUBDIVISION AND DEVELOPMENT AGREEMENT**
**BETWEEN**
**THE VILLAGE OF DEERFIELD AND**
**155 GROUP, LLC**
**155 N. PFINGSTEN ROAD (LOT 2)**

**THIS SUBDIVISION AND DEVELOPMENT AGREEMENT** (***"Agreement"***) is dated as of the ____ day of _____, 2026, and is by and between the Village of Deerfield, an Illinois home rule municipal corporation (***"Village"***), and 155 Group, LLC, an Illinois limited liability company (***"Developer"***).

**IN CONSIDERATION OF** the agreements set forth in this Agreement, the receipt and sufficiency of which are mutually acknowledged, and pursuant to the Village's statutory and home rule powers, the Parties agree as follows:

## SECTION 1. BACKGROUND.

**A.** The Property is an approximately 7.43-acre property located at the address commonly known as 155 N. Pfingsten Road in Deerfield, Illinois.

**B.** As of the Effective Date of this Agreement, Developer is the owner of the Property.

**C.** The Property is located in the I-1 Office, Research, Restricted Industrial District (***"I-1 District"***) and is currently improved with a three-story, L-shaped office building, parking lot, and associated improvements.

**D.** On June 15, 2026, the Corporate Authorities approved Resolution No. _____, approving the Final Plat of Subdivision, which separates the Property into two lots of record: (i) Lot 1, which will be developed by Developer; and (ii) Lot 2, which is proposed to be developed by Primrose School Franchising Company LLC, a Georgia limited liability company or its franchisee or affiliate (***"Primrose"***).

**E.** Developer proposes to redevelop the building on Lot 1 into a multi-family apartment building containing 112 residential units (***"Apartment Building"***) and to construct detached garages to serve the Apartment Building (***"Garages"***), amenities including six electric car charging stations, private fitness center, outdoor seating and cooking grill stations, sun terrace, business center, and dog park (collectively, the ***"Shared Amenities"***) and has filed applications with the Village for this purpose.

**F.** Primrose is under contract with the Developer to purchase Lot 2 to construct a children's day care center and nursery school, landscaping, and other site improvements (***"Day Care Center"***) (collectively, the Apartment Building, Garages, Shared Amenities, and Day Care are the ***"Proposed Development"***) and the Developer has filed applications on behalf of Primrose of this purpose.

**G.** In furtherance of the construction of the Proposed Development, the Developer filed applications with the Village seeking: (i) rezoning of the Property from the I-1 District to the R-5 General Residence District (***"R-5 District"***); (ii) approval of a special use permit for a residential planned unit development on the Property; (iii) approval of a special use permit for a children's day care center and nursery school on the Property; (iv) approval of the Final Development Plan for the Proposed Development; (v) approval of a plat of subdivision to

resubdivide the Property into two lots of record; (vi) a zoning exception from Section 12.02-E of the Zoning Code; (vii) zoning exceptions from Section 12.02-H.3 of the Zoning Code; (viii) zoning exceptions from Section 12.02-J of the Zoning Code; (ix) zoning exceptions from Appendix I of the Zoning Code; (x) a zoning exception from 9.02-A,6.d. of the Zoning Code; (xi) a zoning exception from Section 9.01-B.2 of the Zoning Code; and (xii) a text amendment to Section 9.02-A of the Zoning Code to allow signage for day care centers and nursery schools located in the R-5 General Residence District (collectively, the ***"Requested Relief"***).

**H.** On August 4, 2025, the Village Board adopted motions granting preliminary approval for the Proposed Development and the Requested Relief (***"Preliminary Approval"***).

**I.** On _____, 2026, the Village Board adopted the Planned Development Ordinance (as defined in Section 2) and other ordinances approving the Proposed Development and the Requested Relief, effective upon the execution of this Agreement.

**J.** The Corporate Authorities have determined that the development of Lot 2 pursuant to and in accordance with this Agreement and the Development Approvals would further enable the Village to regulate the development of the Property.

**K.** The Village desires that Lot 2 be redeveloped and used only in compliance with this Agreement and the Planned Development Ordinance.

**L.** As provided in, and as a condition of, the Planned Development Ordinance, Developer has agreed to execute this Agreement to provide that Lot 2 be developed only in compliance with this Agreement and the Developmental Approvals.

## 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. All capitalized terms and phrases in this Agreement have the meanings set forth in the preamble above and in this Section or elsewhere in this Agreement. If a word or phrase is not specifically defined in this Agreement, it has the meaning ascribed to it in the Village Laws.

***Apartment Building***: Defined in Section 1.D of this Agreement.

***Building Code*****:** Chapter 6 of the Village Code.

***Corporate Authorities*****:** The Mayor and Board of Trustees of the Village.

***CTM Plan*****:** Defined in Section 5.F.1 of this Agreement.

***Day Care Center***: Defined in Section 1.F of this Agreement.

***Development:*** The redevelopment of the Property by Developer.

***Development Approvals:*** The Planned Development Ordinance, Ordinance No. _____, adopted by the Corporate Authorities amending the comprehensive plan, and Ordinance No. _____, adopted by the Corporate Authorities rezoning the Property to the Village's R-5 General Residence District.

***Effective Date*:** The date of execution of this Agreement by all of the Parties as set forth in the first paragraph of page one of this Agreement.

***Events of Default*:** Defined in Section 13.A of this Agreement with respect to Developer and in Section 13.B of this Agreement with respect to the Village.

***Final Development Plan**:* Collectively, the plans and specifications for the Development approved by the Corporate Authorities pursuant to the Planned Development Ordinance.

***Final Landscape Plan*:** That certain Primrose Landscape Plans prepared by Stonefield Engineering & Design, consisting of two sheets, with a latest revision date of September 3, 2025, copy of which is attached as **Exhibit B**.

***Final Plat of Subdivision***: The Final Plat of Subdivision for the Brickyard Lofts Subdivision, prepared by Edward J. Molloy & Associates consisting of two sheets with a latest revision date of October 9, 2025, approved by the Corporate Authorities by Resolution No. _____. Upon the date on which the Final Plat of Subdivision becomes effective, the Final Plat of Subdivision will, automatically and without further action by the Corporate Authorities or the Parties, be deemed to be incorporated in, and made a part of, the Final Development Plan, and by extension, this Agreement.

***Guarantee*:** Defined in Section 9.A of this Agreement.

***Improvement Construction Schedule***: The schedule for construction of Improvements as specifically described in Section 4.A.3 of this Agreement.

***Improvements*:** The on-site and off-site improvements to be made in connection with the development of Lot 2, as provided in Section 4 of this Agreement, including, without limitation, the Public Improvements to be installed pursuant to the Final Development Plan, but specifically excluding the buildings to be constructed on the Property.

***Indemnified Claims*:** Defined in Section 10.C of this Agreement.

***Letter of Credit*:** The performance security required by Section 10.A of this Agreement, in the form attached as **Exhibit C** to this Agreement.

***Lot 1:*** The tract of land, consisting of approximately 5.716 acres, located at the address commonly known as 155 N. Pfingsten Road in Deerfield, Illinois and legally described in **Exhibit J** attached to this Agreement.

***Lot 2:*** The tract of land, consisting of approximately 1.713 acres, located at the address commonly known as 155 N. Pfingsten Road in Deerfield, Illinois and legally described in **Exhibit K** attached to this Agreement.

***Maintenance Guarantee*:** Defined in Section 9.D of this Agreement.

***Parties*:** The Village and Developer, collectively.

***Person*:** Any corporation, partnership, individual, joint venture, limited liability company, trust, estate, association, business, enterprise, proprietorship, governmental body or any bureau, department or agency thereof, or other legal entity of any kind, either public or private, and any

legal successor, agent, representative, authorized assign, or fiduciary acting on behalf of any of the above.

***Planned Development Ordinance*:** Ordinance No. _____, adopted by the Corporate Authorities and as may be amended: (i) approving a special use permit for a residential planned unit development for the Property; (ii) approving a special use permit for a children's day care center and nursery school; (iii) approving the Final Development Plan for the Property; (iv) granting zoning exceptions within the approved planned development; and (v) approving an affordable housing compliance plan for Lot 1;

***Property*:** The tract of land, consisting of approximately 7.43 acres, located at the address commonly known as 155 N. Pfingsten Road in Deerfield, Illinois and legally described in **Exhibit A** attached to this Agreement.

***Public Improvements:*** Those Improvements identified in the Final Development Plan that will be dedicated to, and accepted by, the Village, including the Right-of-Way-Improvements, water and sewer mains, and fire hydrants.

***Requirements of Law*:** The Village Laws and all applicable laws, statutes, codes, ordinances, resolutions, rules, regulations, and policies of any federal, state, or local government or governmental agency with jurisdiction over the Property, each as may be amended from time to time.

***Right-of-Way Improvements*:** The Improvements to be constructed on or within the rights-of-way on the Property and on the rights-of-way adjacent to the Property to be dedicated to the Village, as specifically described in Section 4.E of this Agreement.

***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.

***Stormwater Improvements*:** The following specific Improvements, as depicted on the Final Development Plan or Final Plat of Subdivision, including private storm sewers, related equipment, appurtenances, structures, swales, and storm drainage areas installed and maintained on Lot 2, (ii) the rights-of-ways on the Property to be dedicated to the Village, and (iii) the existing rights-of-way adjacent to the Property to ensure adequate storm water drainage and management and to collect and direct storm water into the Village storm sewer system.

***Structure*:** Anything constructed or erected, the use of which requires more or less permanent location on the ground, or anything attached to something having a permanent location on the ground, but not including paving or surfacing of the ground. Structure will in all cases be deemed to include, without limitation, the day care facility, ground signage, and street signage to be constructed on Lot 2.

***Subdivision Ordinance*:** The "Deerfield Subdivision Ordinance," as amended from time to time.

***Transferee Assumption Agreement***: Defined in Section 11.C of this Agreement.

***Uncontrollable Circumstance*:** Any of the following events and circumstances that materially change the ability of Developer to carry out its obligations under this Agreement:

a. a change in the Requirements of Law, other than an action taken by the Village pursuant to Section 14.A.3 of this Agreement;

b. insurrection, riot, civil disturbance, sabotage, act of public enemy, explosion, nuclear incident, war, or naval blockade;

c. epidemic or pandemic, hurricane, tornado, landslide, earthquake, lightning, fire, windstorm, other extraordinary weather conditions preventing performance of work, or other similar Act of God;

d. governmental condemnation or taking other than by the Village; or

e. strikes, lockouts, or labor disputes, other than those caused by the unlawful acts of Developer, its partners, or affiliated entities.

Uncontrollable Circumstance does not include: (i) delays caused by weather conditions, unless the weather conditions are unusually severe or abnormal considering the time of year and the particular location involved; or (ii) economic hardship, impracticability of performance, commercial, economic, or market conditions, or a failure of performance by a contractor (except as caused by events that are Uncontrollable Circumstances as to the contractor).

***Vertical Construction*:** The construction of any portion of a Structure above grade level.

***Village Code*:** "The Municipal Code of the Village of Deerfield, Illinois, 1975," as amended from time to time.

***Village Laws:*** The Village Code, the Zoning Code, the Subdivision Code, and all other Village laws, codes, ordinances, resolutions, rules, regulations, and policies.

***Zoning Code*:** "The Deerfield Zoning Ordinance 1978," as amended from time to time.

**B. Rules of Construction.**

1. Grammatical Usage and Construction. In construing this Agreement, plural terms are to be substituted for singular and singular for plural, in any place in which the context requires.

2. Headings. The headings, titles, and captions in this Agreement are used only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement or any of the substantive provisions of this Agreement.

3. Calendar Days; Calculation of Time Periods. Unless otherwise specified in this Agreement, references to days in this Agreement are to calendar days. Unless otherwise specified in this Agreement, in computing any period of time under this Agreement, the day of the act or event on which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless the last day is a Saturday, Sunday or legal holiday under the laws of the State in which the Property is located, in which event the period

will run until the end of the next day which is not a Saturday, Sunday or legal holiday. The final day of any period will be deemed to end at 5:00 p.m., Central prevailing time.

4. Compliance and Conflict with Other Requirements. Unless otherwise specified in this Agreement, if there is a conflict between this Agreement and any plan, document, or Requirement of Law referenced in this Agreement, the plan, document, or Requirement of Law that provides the greatest control and protection for the Village, as determined by the Village Manager, will control. All of the provisions in this Agreement, and all referenced plans, documents, and Requirements of Law are to 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 3. DEVELOPMENT OF LOT 2.

**A. Compliance with this Agreement.** Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the Village Laws or any other rights Developer may have, during the term of this Agreement, Lot 2 may only be redeveloped pursuant to, and in accordance with, the terms and provisions of this Agreement and its exhibits, including, without limitation, the development conditions set forth in this Section 3. Development of Lot 2 in a manner deviating from these conditions will be deemed a violation of this Agreement and Developer's obligations hereunder, and an Event of Default pursuant to Section 13.A of this Agreement.

**B. Development.** The development must consist of the following required elements, all of which were promised by Developer and served as an enticement to the Village to enter into this Agreement and adopt the Development Approvals:

1. **Day Care Center** (**Lot 2)**

   a) A day care center and nursery school as described in the Planned Development Ordinance.

   b) 51 surface parking spaces.

2. The Improvements, as described and depicted in Section 4 and the Final Development Plan.

**C. General Development Restrictions.** The development, construction, operation and maintenance of the Development on Lot 2, must, except for minor alterations due to final engineering and site work approved by the Village, as appropriate, comply, and be in accordance, with the following:

1. This Agreement;

2. The Development Approvals;

3. The Final Development Plan, and all individual plans and documents of which it is comprised;

4. The Zoning Code;

5. The Building Code;

6. The Subdivision Code;

7. 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 7 of this Section 3.C, the interpretative provisions of Section 2.B.4 will prevail.

## SECTION 4. IMPROVEMENTS.

### A. Design and Construction of the Improvements.

1. Description of Improvements. The Improvements are depicted and described on the Final Development Plan, and include, without limitation, the following:

a. Stormwater sewer mains, service lines, and facilities;

b. Sanitary sewer mains and service lines;

c. Water mains and service lines;

d. The Right-of-Way Improvements, as described in Section 4.E of this Agreement; and

e. The landscaping, as depicted in the Final Landscape Plan, and as described in Section 4.C of this Agreement.

2. General Standards. All Improvements must be designed and constructed pursuant to and in accordance with the Final Development Plan and the Development Approvals, and will be subject to the reasonable written satisfaction of the Village Principal Planner, Director of Public Works and Engineering or Village Forester (for matters within their respective permitting authorities) in accordance with Village Laws. All work performed on the Improvements must be conducted in a good and workmanlike manner, with due dispatch, and in compliance with the Improvement Construction Schedule, any phasing plan provided pursuant to this Agreement, as well as all 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. All Improvements must be constructed and installed in accordance with the highest standards of professional practice, care, skill, and diligence practiced by recognized firms or licensed and accredited professionals in performing services of a similar nature. Any work required by law or by this Agreement to be performed by licensed professionals will be performed by professionals licensed in accordance with the Requirements of Law.

3. Improvement Construction Schedule. Prior to commencing any construction of any Public Improvement, or of any part of the Development of Lot 2 that will affect existing utilities or roadways, Developer must meet with the Village Director of Public Works and Engineering, or their designee, to develop a mutually-agreeable Improvement Construction Schedule for all of that construction. The meeting must take place not less than one week prior to the commencement of any of that construction. After the meeting, Developer must prepare and submit minutes of the meeting and Improvement Construction Schedule to the Village Principal

Planner and Director of Public Works and Engineering. No construction may occur prior to the approval by the Village Principal Planner and Director of Public Works and Engineering of the meeting minutes and the Improvement Construction Schedule.

4. Contract Terms; Prosecution of the Work. Developer must cause each contractor and subcontractor performing work on the Improvements to prosecute the work diligently and continuously, in full compliance with, and as required by or pursuant to, this Agreement, the Development Approvals, the Final Development Plan, the Improvement Construction Schedule, and the Requirements of Law, until the work is properly completed. Developer must take over and prosecute the work if a contractor or subcontractor fails to do so in a timely and proper manner.

5. Engineering Services. Developer must provide, at its sole cost and expense, all engineering services for the design and construction of the Improvements by a professional engineer. In addition, Developer shall ensure that a project manager with at least 15 years' experience of development project oversight shall oversee the construction of the Improvements. Developer must promptly provide the Village with the name of a local owner's representative (which may be the project manager) and a telephone number or numbers at which the owner's representative can be reached at all times.

6. Village Inspections and Approvals. All work on the Improvements is subject to inspection and approval by Village representatives at all times. Developer will provide immediate access to Lot 2 for the purpose of conducting these inspections during regular operating hours and within 12 hours outside of regular operating hours upon notice by the Village.

7. Other Approvals. Where the construction and installation of any Improvement requires the consent, permission, or approval of any third-party public agency or private party, 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.

**B. Connection of Utilities.**

1. Developer must, at its sole cost and expense, and in accordance with and pursuant to the Final Development Plan, install, and if applicable, upgrade: (a) all public utility connections servicing Lot 2; and (b) the connection of all utilities to facilities located on Lot 2.

2. No utilities located on Lot 2 may be connected to the sewer and water utilities belonging to the Village except in accordance with the applicable provisions of the Requirements of Law and upon payment all fees required by Village Laws.

**C. Landscaping**. Prior to the issuance by the Village of a final certificate of occupancy for any Structure on Lot 2, it being understood that a temporary certificate of occupancy may be issued if winter conditions preclude required landscaping installation, Developer must install all landscaping on Lot 2, as depicted on the Final Landscape Plan, which landscaping must be installed and maintained in accordance with the following:

1. All trees, shrubs, plantings, and ornamentals must be healthy, and of the size, height, and species described in the Final Landscape Plan.

2. The Village Forester will have the right to reasonably reject or require replacement of any landscaping that is not in accordance with this Agreement.

3. Developer will, and does hereby, guaranty the proper health and survival of all landscaping (new and transplanted) for a period of two years after the date of the installation of the landscaping.

4. The final grade of Lot 2 must contain at least four inches of topsoil if there is sod on top and six inches of topsoil if seeded.

5. Upon installation, the trees required to be installed and planted pursuant to this Agreement must have the minimum height and diameter as represented on the Final Landscape Plan, and must comply with the tree replacement requirements set forth in the Village Laws.

6. Developer must replace any plantings that are not healthy and growing after one year from the date of installation.

**D. Lighting.** All exterior lighting on Lot 2 must comply at all times with the lighting requirements set forth in the Village Code and conform to the Photometric Plan included as part of the Final Development Plan.

**E. Right-of-Way Improvements.**

1. Grant of Temporary Construction License. Subject to the terms and conditions set forth in this Agreement, the Village grants to Developer, and Developer accepts, a non-exclusive revocable license, for the construction, installation, and completion, at the sole cost and expense of Developer, of the following improvements within Village-owned rights-of-way and, as necessary, within adjacent Village-owned parcels (collectively, the ***"Licensed Premises"***), all as depicted in the Final Development Plan, and pursuant to and in strict accordance with the terms and provisions of this Section 4.E and the other provisions of this Agreement (***"Improvement Construction License"***):

a. Sidewalk. The construction and restoration of sidewalks, mountable curbs, and other Village infrastructure within the easterly portion of that certain segment of the N. Pfingsten Road right-of-way located on the western lot line of Lot 2 following utility connections within said rights-of-way.

b. Landscaping in Public Rights-of-Way. Installation of landscaping materials within the rights-of-way adjacent to Lot 2, as depicted in the Final Landscape Plan.

2. Limitation of Interest. Except for the Improvement Construction License granted pursuant to this Section 4.E, Developer does not and will not have any legal, beneficial, or equitable interest, whether by adverse possession or prescription or otherwise, in any portion of the Licensed Premises, or the N. Pfingsten Road right-of-way, or any other Village-owned property or right-of-way. Specifically, and without limitation of the foregoing, Developer acknowledges and agrees that nothing in this Agreement is to be interpreted to provide a license to Developer to alter any Village-owned right-of-way in any way other than for the installation of the improvements identified in this Section 4.E.

3. Construction of the Right-of-Way Improvements. Developer must construct the Right-of-Way Improvements in accordance with and pursuant to the Final Development Plan and this Agreement, in a good and workmanlike manner, all at the sole expense of Developer and subject to inspection and approval by the Village. Specifically, and without limitation of the foregoing, during the period of installation, Developer must: (a) construct all Right-of-Way Improvements in specific locations and of specific designs approved in advance by the Village Principal Planner and Director of Public Works and Engineering, for landscaping improvements, by the Village Forester; and (b) maintain the Licensed Premises and all streets, sidewalks, and other public property in and adjacent to the Licensed Premises in a safe, good and clean condition without hazard to public use at all times, and in accordance with the standards set forth in Section 5.H of this Agreement.

4. Village's Reservation of Rights Over Licensed Premises. The Village hereby reserves the right to use the Licensed Premises in any manner that will not prevent, impede, or interfere in any way with the exercise by Developer of the rights granted pursuant to this Section 4.E. The Village will have the right to grant other non-exclusive licenses or easements, including, without limitation, licenses or easements for utility purposes, over, along, upon, or across the Licensed Premises rights-of-way. The Village further reserves its right of full and normal access to the Licensed Premises for the maintenance of any existing or future utility located thereon.

5. Liens. Developer must, at its sole cost and expense, take all necessary action to keep all portions of the Licensed Premises free and clear of all liens, claims, and demands, including without limitation mechanic's liens, in connection with any work performed by the Licensee or its agents.

6. Maintenance of Right-of-Way by Village. Without limitation of the provisions of Section 10 of this Agreement, the Village will not be liable for any damage that may occur to the Right-of-Way Improvements as a result of the Village's necessary maintenance responsibilities with regard to any right-of-way that is subject to the Improvements Construction License. Any maintenance, repair, or replacement of the Right-of-Way Improvements necessary as a result of the Village maintenance or other work will be at the sole cost and expense of Developer, through and including the date of expiration of the License, as set forth in Section 4.E.7 of this Agreement.

7. Term. The Improvements Construction License granted pursuant to this Section 4.E will expire upon the acceptance by the Village of all Right-of-Way Improvements pursuant to Section 4.F of this Agreement.

**F. Dedication and Maintenance of the Improvements.**

1. Final Inspection and Approval of the Improvements. 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, and in no event with less than one week's advance notice, to allow the Village time to inspect the Improvements and to prepare a punch list of items requiring repair or correction and to allow 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 construction of the Improvements). 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 5.A of this Agreement, including all punch list items, have been fully and properly completed; and (b) the Village Director of Public Works has determined that the specific Improvement has been constructed to completion, in accordance with the Final Development Plan and Requirements of Law.

2. Dedication and Acceptance of Public Improvements. Neither the execution of this Agreement, nor the approval of the Development Approvals, constitutes acceptance by the Village of any Improvements that are depicted as "dedicated" on the Final Development Plan, 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 Subdivision Code.

3. Transfer of Ownership of the Public Improvements and Easements to the Village. Upon the approval of, and prior to acceptance of, the Public Improvements to be accepted by the Village pursuant to Section 5.F of this Agreement, Developer must execute, or cause to be executed, all documents as the Village may request to transfer ownership of, or to provide easements in, the Public Improvements to, and to evidence ownership of the Public Improvements by, the Village, free and clear of all liens, claims, encumbrances, and restrictions, unless otherwise approved by the Village in writing. Developer must, at the same time: (a) grant, or cause to be granted, to the Village all easements or other property rights as the Village may require to install, operate, maintain, service, repair, and replace the Public Improvements that have not previously been granted to the Village, free and clear of all liens, claims, encumbrances, and restrictions, unless otherwise approved by the Village in writing; and (b) provide a written estimate of the monetary value of each Public Improvement to be accepted by the Village.

4. Maintenance of Public Improvements. For a period of at least two years following acceptance by the Village of the Public Improvements, Developer must, at its sole cost and expense, maintain the Public Improvements without any modification, except as specifically approved in writing by the Village Director of Public Works and Engineering, in a first-rate condition at all times. Developer hereby guarantees, on its behalf and on behalf of its successors, the prompt and satisfactory correction of all defects and deficiencies in any of the Public Improvements that occur or become evident within two years after acceptance of the Public Improvement by the Village pursuant to this Agreement. In the event the Village Director of Public Works and Engineering determines, in the Village Director of Public Works and Engineering's reasonable discretion, that Developer is not adequately maintaining, or has not adequately maintained, any Public Improvement, Developer must, after 10 days' prior written notice from the Village (subject to Uncontrollable Circumstances), correct it or cause it to be corrected. If Developer fails to correct the defect, commence the correction of the defect, or diligently pursue correction of the defect to completion, the Village, after 10 days' prior written notice to Developer, may, but will not be obligated to, enter upon any or all of Lot 2 for the purpose of performing maintenance work on and to the Public Improvement. In the event that the Village causes to be performed any work pursuant to this Section 4.F.4, Developer must, upon demand by the Village, pay the costs of the work to the Village. If Developer fails to pay the costs, the Village will have the right to draw from the Maintenance Guarantee required pursuant to Section 8.B of this Agreement, based on costs actually incurred or on the Village's reasonable estimates of costs to be incurred, an amount of money sufficient to defray the entire cost of the work, including legal fees and administrative expenses. In the event any Public Improvement is repaired or replaced pursuant to this Section 4.F.4, the Village's right to draw upon the Maintenance Guarantee pursuant to Section 9.B of this Agreement will be extended, as to the repair or replacement, for two full years from the date of the repair or replacement.

5. Effect of Approval and Acceptance. Approval or acceptance of any Improvement will not constitute a waiver of any rights or claims that the Village has, before or after approval and acceptance, with respect to any breach of this Agreement by Developer or any right of indemnification of the Village by Developer.

## SECTION 5. DEMOLITION AND CONSTRUCTION OF LOT 2.

### A. General Construction and Contracting Requirements.

1. Compliance with Plans and Approvals. The redevelopment of Lot 2 must be designed and constructed pursuant to and in accordance with the Final Development Plan and the Development Approvals. All work must be conducted in a good and workmanlike manner and with due dispatch. All materials used for construction on Lot 2 will be in accordance with the specifications for the work to be performed.

2. Contracts for Work on Lot 2. Developer must cause every contractor and subcontractor working on Lot 2 to prosecute the work diligently, and in full compliance with, and as required by or pursuant to, this Agreement, the Development Approvals, and the Requirements of Law, until the work is properly completed, and take over and prosecute the work if the contractor or subcontractor fails to do so in a timely and proper manner.

3. Application for Permits and Approvals. 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.

4. Village Inspections and Approvals. All work on Lot 2 will be subject to inspection and approval by Village representatives at all times, subject to safety rules on Lot 2.

5. Prevailing Wage. Developer must comply, and will cause all contractors constructing Public Improvements to comply, with the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq*.), as it may be applicable. Without limitation, to the extent the Illinois Prevailing Wage Act applies, Developer acknowledges and agrees, and will take all necessary steps to insure, that the Illinois Prevailing Wage Act applies to each contract pursuant to which Developer will construct, or cause the construction of, a Public Improvement or other Improvement that will be dedicated or transferred to another public entity upon its completion and acceptance.

**B. Single-Phase Development.** The construction of the Public Improvements must take place in a single phase, subject to seasonal conditions. Upon the commencement of construction of or on any Structure, the construction must take place in once continuance phase, subject to seasonal conditions.

**C. Limits on Vertical Construction**. In addition to any other applicable provision of this Agreement and the Requirements of Law, Developer may not commence any Vertical Construction, and the Village will have the right to refuse to issue a building permit for any Vertical Construction, unless the Village Manager has determined that the construction of the following Improvements are complete as required by this Agreement and Requirements of Law, except as may be authorized in writing by the Village Manager, in their sole discretion, after consultation with the Village's Principal Planner and Director of Public Works and Engineering:

1. the Stormwater Improvements;

2. the installation of improvements within the N. Pfingsten Road right-of-way to facilitate safe pedestrian crossings across N. Pfingsten Road to and from the Property;

3. the Right-of-Way Improvements;

4. a functional water system that can deliver water to all proposed fire hydrants in the manner required by the Village; and

5. the sanitary sewer mains.

**D. Diligent Pursuit of Construction.**

1. Once commencement of construction is authorized pursuant to this Agreement, the Developer must pursue, or cause to be pursued, all required development, demolition, construction, and installation of structures, buildings, and Improvements on Lot 2 in a diligent and expeditious manner, and in strict compliance with the Village Code and the Requirements of Law. Developer will conduct all construction work on Lot 2 in full compliance with the Village's permitted construction work hours regulations.

2. Developer must complete and make ready the Improvements for inspection, approval and, where appropriate, acceptance by the Village pursuant to the Improvement Construction Schedule approved by the Village Director of Public Works and Engineering as part of the Final Development Plan. The Developer may be allowed extensions of time beyond the completion dates set forth in the Improvement Construction Schedule only for unavoidable delay caused by Uncontrollable Circumstances or as may be approved by the Village Manager.

**E. Construction Traffic.**

1. Construction and Traffic Management Plan. Developer must comply with the Construction and Traffic Management Plan (**"*CTM Plan*"**) for the development of Lot 2 attached as **Exhibit I**. The CTM Plan will govern (i) the location, storage, and traffic routes for construction equipment and construction vehicles, and (ii) the location of alternative off-street parking during the construction.

2. Designated Routes of Access. The Village reserves the right to designate certain prescribed routes of access to Lot 2 for construction traffic to provide for the protection of pedestrians and to minimize disruption of traffic and damage to paved street surfaces, to the extent practicable; provided, however, that the designated routes must not: (a) be unreasonably or unduly circuitous; nor (b) unreasonably or unduly hinder or obstruct direct and efficient access to Lot 2 for construction traffic.

3. Maintenance of Routes of Access. At all times during the construction of the Structures and Improvements, Developer must: (a) keep all routes used for construction traffic free and clear of mud, dirt, debris, obstructions, and hazards caused by Developer's construction traffic; and (b) repair any damage caused by Developer's construction traffic.

**F. Tree Preservation.** Developer must comply with all applicable tree preservation regulations set forth in the Tree Preservation Ordinance of the Village Code, and the following additional requirements:

1. Developer must, prior to construction, erect fencing satisfactory to the Village Forester to protect those existing trees located on Lot 2: (i) designated in the Final Landscape Plan; and (ii) designated for protection by the Village Forester.

2. No grade alteration or construction may take place within designated tree preservation areas, consistent with the tree fencing plan that must be submitted with Developer's applications for building permits for the development of Lot 2.

**G. Storm Water Management and Erosion Control During Construction.** During construction of any of the Structures or Improvements on Lot 2, Developer must:

1. Install and implement measures necessary to temporarily divert or control any accumulation of storm water away from or through Lot 2 in a manner approved in advance by the Village Director of Public Works and Engineering, which method of diversion must include early installation of storm drains to collect water and convey it to a safe discharge point;

2. Install erosion control devices as necessary and depicted on the Final Development Plan to prevent silt, dirt, snow, ice, water, and other materials from leaving the site and traveling onto other properties;

3. Take all practicable measures to mitigate dust, smoke, and other particulates resulting from the demolition and construction; and

4. Properly remove or dispose of all debris, spoils, materials, and waste generated by demolition, grading, construction, installation and paving on Lot 2 in accordance with the Requirements of Law, including, without limitation, any applicable Lake County, Illinois stormwater ordinances and regulations.

All installations made pursuant to this Section 5.G must be maintained by the Developer until all final certificates of occupancy have been issued by the Village for the development of Lot 2, except as otherwise may be approved by the Village Manager.

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

**I. 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 Lot 2 at any time when 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, the Planned Development Ordinance, or the Requirements of Law.

2. Timing of Construction 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 Lot 2 until the Improvements are completed by Developer and approved by the Village. The issuance of any building permit or certificate of occupancy by the Village at any time prior to completion of all of the Public Improvements and such Improvements described herein by Developer and approval of said Public Improvements and Improvements by the Village will not constitute a waiver of the Village's right to withhold any building permit or certificate of occupancy and will not confer on Developer any right or entitlement to any other building permit or certificate of occupancy.

3. Completion of Public Roads, Private Driveways, and Parking Areas. No conditional certificate of occupancy or final certificate of occupancy associated with any new building to be located on Lot 2 will be issued until the final grading and application of final surface course, and, where applicable, striping of parking spaces for the roads, driveways, and parking areas serving the Day Care have been completed.

**J. Completion of Construction; Site Restoration.** Subject to Uncontrollable Circumstances, if the Developer fails to diligently pursue all demolition and construction as required in, or permitted by, this Agreement to completion within the time period prescribed in the building permit or permits issued by the Village for the 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 Lot 2; and (b) perform Site Restoration on that portion of Lot 2 in which the Developer has failed to complete the required demolition and construction, all in accordance with plans approved by the Village.

**K. As-Built Plans.** After completion of construction of any new Improvement, the Developer must submit to the Village Director of Public Works and Engineering: (1) final "as-built" plans related to the roadway, street lighting, drainage, grading, storm sewer, sanitary sewer and water mains, underground electrical relating to the street lighting, plumbing, gas service, and associated structures; and (2) other final construction documents (in paper and, for Improvements, electronic format) as required and approved by the Village Director of Public Works and Engineering and the Village Principal Planner. The as-built plans must indicate, without limitation, the amount, in square feet, of impervious surface area on Lot 2. A licensed Professional Engineer (PE) and Professional Land Surveyor (PLS) registered in the State of Illinois must stamp the as-built site construction plans. The PE or PLS must stamp and sign the final engineering pages of the as-built construction plans, and the PLS must stamp and sign the final as-built survey.

## SECTION 6. DECLARATIONS, COVENANTS AND EASEMENTS.

**A. Operations and Reciprocal Easement.** The Developer must record an Operation and Reciprocal Easement Agreement ("***OREA***") against title to the Property in substantially the form as attached to this Agreement in **Exhibit N**.

## SECTION 7. PAYMENT OF FEES AND CONTRIBUTIONS.

In addition to all other costs, payments, fees, charges, contributions, or dedications required by this Agreement, Developer must pay to the Village all application, inspection, engineering review, infrastructure maintenance, 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 or otherwise due as a result of the development of Lot 2.

## SECTION 8. PAYMENT OF VILLAGE FEES AND COSTS.

In addition to all other costs, payments, fees, charges, contributions, or dedications required by this Agreement or by the Requirements of Law, and in addition to all other agreements between Developer and the Village concerning the Development, 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 Lot 2, including, without limitation, the preparation, review, and processing of plans, ordinances, resolutions, and other approvals therefor; (2) the negotiation, preparation, consideration, and review of this Agreement and all exhibits and associated documents; and (3) third-party engineering, and other consulting costs incurred by the Village to inspect and monitor the development of Lot 2. Payment of all fees, costs, and expenses must be made by a certified or cashier's check or by Federal Reserve wire transfer in accordance with written instructions from the Village. Contemporaneous with the execution of this Agreement by the Village Manager, the Developer shall pay to Village all such third-party legal, engineering, and other consulting or administrative fees, costs, and expenses incurred by the Village prior to such execution. Any such fees, costs, days incurred after execution if this Agreement will be paid by Developer to the Village within 60 days after the Village provides Developer an invoice and reasonable detailed back up documentation for the fees that are being charged to Developer if requested. Developer further acknowledges and agrees that it will continue to be liable for and to pay, promptly after presentation of a written demand or demands for payment, the 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 Developer during the term of this Agreement in connection with the use and development of Lot 2. Further, Developer will be liable for and will pay after demand all fees, costs, and expenses incurred by the Village for publications and recordings required in connection with the above matters.

## SECTION 9. PERFORMANCE SECURITY.

**A. General Requirements.** As security to the Village for the performance by Developer of its obligations pursuant to and in accordance with this Agreement, Developer will provide to the Village performance and payment security (**"*Guarantee"***) in the form of one or more letters of credit (**"*Letter of Credit*"**) in a total amount equal to 125% of the estimated costs of completing the Improvements required pursuant to this Agreement, as determined in the sole and absolute discretion of the Village Director of Public Works and Engineering. The Letter of Credit must be in form and substance substantially conforming in all material respects with **Exhibit C** to this Agreement, satisfactory to the Village Attorney. Specifically, and without limitation of the foregoing, the Letter of Credit must allow the Village to draw from the Letter of Credit in the event that the Developer does not fully reimburse the Village for any costs and expenses incurred by the Village for work performed pursuant to Section 6.I.2 of this Agreement. The Guarantee must be provided to the Village prior to the issuance of any permits for the development of Lot 2, and must be maintained at all times until all Improvements have been approved and, as appropriate, accepted.

**B. Use of Guarantee Funds**. If Developer fails or refuses to remove any partially completed buildings, Structures, and Improvements, or to perform Site Restoration, as required pursuant to Section 5.K of this Agreement, that failure or refusal is a Developer Event of Default,

then the Village in its reasonable discretion may draw on and retain all or any of the funds remaining in the Guarantee as necessary to remedy the failure or refusal. The Village thereafter will have the right, subject to an additional 30 days' notice and opportunity for cure, to cause the Improvements to be completed or corrected, and subject to the terms of the immediately preceding sentence, to reimburse itself from the proceeds of the Guarantee for all of its costs and expenses, including reasonable legal fees and administrative expenses, resulting from or incurred as a result of the Developer's failure or refusal. If the funds remaining in the Guarantee are insufficient to repay fully the Village for all costs and expenses, then the Developer must, upon demand of the Village, deposit with the Village any additional funds as the Village determines are necessary, within 30 days after receipt of a request therefor, to fully repay the required costs and expenses.

**C. Reductions in Guarantee.** Concurrent with the approval or acceptance of Improvements in the manner provided in Section 5.F of this Agreement, the Guarantee may be reduced in a proportional amount of the Improvements that have been approved and, as appropriate, accepted, by the Village.

**D. Maintenance Guarantee.** Immediately after any approval and, where appropriate, acceptance, by the Village of the Public Improvements pursuant to this Agreement, the Developer must post a new guarantee in the amount of 15 percent of the actual total cost of the Public Improvements on Lot 2, provided as all cash, or a combination of cash and a letter of credit (with at least 10 percent of the actual total cost of the Public Improvements in cash), as security for the Developer's maintenance of those Public Improvements (each a "***Maintenance Guarantee***"). The Maintenance Guarantee will be held by the Village in escrow until the date that is two years after the approval and, where appropriate, acceptance by the Village of the Public Improvement, secured by the Maintenance Guarantee pursuant to this Agreement. If the Village is required to draw on a Maintenance Guarantee by reason of the Developer's failure to fulfill its maintenance obligations under this Section 9.D, then Developer must, within 10 days after receipt of a demand from the Village, cause the Maintenance Guarantee to be increased to its full original amount.

## SECTION 10. LIABILITY AND INDEMNITY OF VILLAGE.

**A. Village Review.** 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 Development or the Improvements, or the issuance of any approvals, permits, certificates, or acceptances, for the Development or use of the Development or the Improvements, and that the Village's review and approval of any plans and Improvements, and issuance of any approvals, permits, certificates, or acceptances, does not, and will not, in any way, be deemed to insure Developer or any of its successors, assigns, tenants and licensees, or any third party, against damage or injury of any kind at any time.

**B. Village Procedure.** 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 of the Development Approvals, and Developer agrees not to challenge these approvals on the grounds of any procedural infirmity or of any denial of any procedural right.

**C. Indemnity.** Developer agrees to, and does hereby, hold harmless, indemnify, and, at the election of the Village defend with counsel of the Village's choice, the Village 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 those parties

in connection with: (i) the Village's review and approval of any plans for the Development or the Improvements; (ii) the issuance of any approval, permit, certificate, or acceptance for the Development or the Improvements; and (iii) the development, construction, maintenance, or use of any portion of the Development or the Improvements (***"Indemnified Claims"***); provided, however, that this indemnity does not, and will not, apply to willful misconduct or gross negligence on the part of the Village.

**D. Defense Expense.** Developer, only as to its own acts or omissions, 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 Indemnified Claims.

**E. Insurance.** Developer, and its contractors and subcontractors constructing the development of Lot 2, must obtain and maintain the insurance coverages in **Exhibit F** attached to this Agreement.

## SECTION 11. NATURE, SURVIVAL, AND TRANSFER OF OBLIGATIONS.

**A. Runs with Land.** The provisions of this Agreement run with and bind Lot 2 and inures to the benefit of, is enforceable by, and obligates the Village, Developer, and any of their respective, grantees, successors, assigns, and transferees, including all successor legal or beneficial owners of all or any portion of Lot 2, from the date this Agreement is recorded and until this Agreement is terminated or expires. 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. Binding Effect**. All obligations of Developer under this Agreement are and will be binding upon the following parties: (1) Developer, unless Developer, its successor, and the Village execute a Transferee Assumption Agreement in accordance with Section 11.B of this Agreement; (2) any and all of Developer's heirs, successors, and assigns; and (3) any and all of the current and future legal and beneficial owners of all or any portion of Lot 2.

**C. Transferee Assumption Agreement**. Developer will remain fully bound by this Agreement, whether or not Developer owns any interest in Lot 2, unless Developer and its transferee execute an enforceable written agreement, in substantially the form of **Exhibit G** to this Agreement, agreeing to be bound by the provisions of this Agreement (***"Transferee Assumption Agreement"***). The transferee must provide the Village, upon request, with reasonable assurances of the financial ability of the transferee to meet those obligations as the Village may require. The Village agrees that upon a transferee 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 Developer will be released to the extent of the transferee's assumption of the liability. The failure of 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: (1) constitute an Event of Default under this Agreement; and (2) result in Developer remaining fully liable for all of its obligations under this Agreement, but will not relieve the transferee of its liability for all the obligations as a successor to Developer.

**D. Required Provisions for Transfers of Property.** In the event Developer intends to transfer a legal or beneficial interest in any portion of Lot 2, Developer must:

1. Notify the Village in writing at least 30 days prior to any date on which Developer transfers (as that term is defined below) a legal or beneficial interest in any portion of Lot 2 to a third party; and

2. Incorporate this Agreement by reference into any and all real estate sales contracts for transfers, as that term is defined below, entered into for the sale of all or any portion of Lot 2.

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 Lot 2, or any beneficial interest in Lot 2, in whole or in part, by voluntary or involuntary sale, foreclosure, merger, sale and leaseback, consolidation, or otherwise provided.

**E. Mortgagees of Property.**

1. This Agreement is not binding on mortgagees or other secured parties of Lot 2 unless and until the mortgagee or secured party assumes title to Lot 2, in whole or in part. The requirements set forth in Section 11.C of this Agreement, concerning Transferee Assumption Agreements, do not apply to a mortgagee or secured party that assumes title via a foreclosure or a deed in lieu of foreclosure.

2. Developer may not grant a mortgage or other secured interest in Lot 2 or the Development to any person except upon the execution by the mortgagee or secured party of a "Consent and Subordination Agreement", in substantially the form attached to this Agreement as **Exhibit H**.

## SECTION 12. TERM.

**A. Term**. The term of this Agreement commences on the Effective Date and, unless terminated sooner pursuant to the provisions of this Agreement, expires without further action on the date that all Improvements are approved by the Village and the Improvements, as required by this Agreement and the Subdivision Code, are accepted by the Village. Notwithstanding anything to the contrary in this Section 12, the Developer's indemnity and defense obligations as set forth in Section 10 of this Agreement, and all maintenance and guarantee periods established pursuant to this Agreement, will survive the termination of this Agreement.

**B. Automatic Termination.** This Agreement will automatically terminate if the Developer fails to take other steps toward development of Lot 2, including, but not limited to, filing a building permit application.

## SECTION 13. EVENTS OF DEFAULT.

**A. Developer Events of Default**. The following are Developer Events of Default

1. If any representation made by Developer in this Agreement, or in any certificate, notice, demand or request made by 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 cure as set forth in Section 13.C of this Agreement, failure by Developer in the performance or breach of any covenant contained in this Agreement concerning the existence, structure or financial condition of Developer.

3. Subject to cure as set forth in Section 13.C of this Agreement, failure by Developer in the performance or breach of any covenant, warranty or obligation contained in this Agreement.

4. Subject to cure as set forth in Section 13.C of this Agreement, construction by Developer of any Structure or Improvement that is not authorized by this Agreement or otherwise in a manner not permitted by law.

5. Subject to cure as set forth in Section 13.C of this Agreement, failure by Developer to commence construction of the development of Lot 2.

6. Subject to cure as set forth in Section 13.C of this Agreement, failure by Developer to complete construction or installation of any Structure or Improvement on Lot 2 or in connection with the development of Lot 2.

7. Subject to cure as set forth in Section 13.C of this Agreement, Developer causes any damage to real or public property that is not owned by Developer.

8. Subject to cure as set forth in Section 13.C of this Agreement, Developer is not, or ceases to be, a legal entity qualified to do business in the State of Illinois.

9. Developer knowingly permits criminal activity on Lot 2 or does not take reasonable and diligent steps to prevent criminal activity if it becomes aware that criminal activity is occurring or has occurred on the Lot 2.

10. The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of 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 Developer for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any the decree or order unstayed and in effect for a period of 60 consecutive days.

11. The commencement by Developer of a voluntary case under the federal bankruptcy laws, as may be amended from time to time, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by Developer to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of Developer or of any substantial part of Lot 2, or the making by any of those entities of any assignment for the benefit of creditors or the failure of Developer generally to pay the entity's debts as they become due or the taking of action by Developer in furtherance of any of the foregoing, or a petition is filed in bankruptcy by others.

12. Subject to cure as set forth in Section 14.C of this Agreement, change in the organizational status of Developer except in accordance with the Transferee Assumption provisions in Section 11 of this Agreement.

13. Developer abandons the development of the Lot 2. Abandonment will be deemed to have occurred when work stops on the development of the Lot 2 for more than 30 days for any reason other than Uncontrollable Circumstances, unless otherwise permitted by this Agreement. The failure of Developer to secure any approvals required for the development or construction of the Lot 2 will not be a valid defense to abandonment.

14. Subject to cure as set forth in Section 13.C of this Agreement, Developer otherwise fails to comply with the Requirements of Law in connection with the development of Lot 2.

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

1. If any material representation made by the Village in this Agreement, or in any certificate, notice, demand or request made by the Village in writing and delivered to 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 Uncontrollable Circumstances, default by the Village for a period of 30 days after written notice from Developer in the performance or breach of any covenant contained in this Agreement; provided, however, that the default will not constitute an Event of Default if it cannot be cured within said 30 days and the Village, within that 30 days, initiates and diligently pursues appropriate measures to remedy the default and in any event cures the default within 90 days after the notice.

**C. Cure Period.** For all Events of Default identified in Section 13.A for which Developer has the right to cure, Developer must cure the Event of Default within 15 days after receipt of the notice, or, if the Event of Default cannot be cured within 15 days, Developer must initiate and diligently pursue appropriate measures to remedy the default within 15 days, and in any event must cure the default within 60 days after receipt of the notice.

## SECTION 15. REMEDIES AND ENFORCEMENT.

**A. Remedies**. In the case of an Event of Default:

1. Legal Procedures. Except as otherwise provided in this Agreement, the non-defaulting Party may institute proceedings in law or in equity, or any other proceeding, as may be necessary or desirable at its option to cure or remedy the Event of Default, including, without limitation, proceedings to compel specific performance of the defaulting Party's obligations under this Agreement.

2. Removal and Restoration by Village. In the event Developer fails or refuses to remove any partially completed buildings, Structures, and Improvements, or to perform Site Restoration, as required pursuant to Section 5.K of this Agreement or otherwise upon demand of the Village after the occurrence of a Developer Event of Default, the Village will have, and is hereby granted the right, at its option, to enter Lot 2 and: (a) demolish and remove any of the partially completed Structures and Improvements from any and all portions of Lot 2; (b) perform Site Restoration; and (c) cause the Structures or Improvements to be completed in accordance with the plans submitted. Developer must fully reimburse the Village for all costs and expenses, including legal and administrative costs, incurred by the Village for this work. If Developer does not so fully reimburse the Village, the Village will have the right to draw from the Guarantee and

the Maintenance Guarantee, as described in and provided pursuant to Section 7 of this Agreement, an amount of money sufficient to defray the entire cost of the work, including legal fees and administrative expenses. If Developer does not fully reimburse the Village, and the Guarantee and Maintenance Guarantee have no funds remaining in them or are otherwise unavailable to finance the work, then the Village will have the right to place a lien on Lot 2 for all the costs and expenses in the manner provided by law. The rights and remedies provided in this Section 14.A.2 are in addition to, and not in limitation of, any other rights and remedies otherwise available to the Village in this Agreement, at law, or in equity.

3. Repeal of Development Approvals. The Village will have the absolute right to repeal the Development Approvals if a Developer Event of Default occurs under this Agreement.

**B. Limitation.** Notwithstanding anything to the contrary contained in this Agreement, Developer may 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, performance, or breach of, or default under, this Agreement. The Parties acknowledge and agree that, except as expressly provided in this Agreement, the covenants and agreements set forth in this Agreement are those of the Parties, and are not the individual covenant or guarantee of any natural person.

**C. Prevailing Party.** In the event of a judicial proceeding brought by one Party against the other Party on account of the negotiation, execution, performance, or breach of, or default under, this Agreement, 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 16. REPRESENTATIONS AND WARRANTIES.

**A. By the Village.** The Village represents and warrants, as of the date of execution by the Village of this Agreement, that:

1. The Village is a home rule municipal corporation duly organized and validly existing under the laws of the State of Illinois and has the corporate authority to enter into this Agreement;

2. The execution and performance of this Agreement by the Village: (i) have been duly authorized by all necessary corporate action on the part of the Village; and (ii) do not, for any reason, result in any breach of any agreement or other instrument to which the Village is subject;

3. The execution of this Agreement by the Village requires no other consents, approvals, or authorizations on the part of the Village; and

4. To the best of the knowledge of the person executing this Agreement on behalf of the Village 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 Village or Lot 2 in any court or before any governmental authority that involve the possibility of materially or adversely affecting the ability of the Village to perform its obligations under this Agreement.

**B. By Developer.** Developer, and the person executing this Agreement on behalf of Developer, represent and warrant, as of the date of execution by Developer of this Agreement, that:

1. Developer is an Illinois limited liability company, duly organized, validly existing, and qualified to do business in Illinois;

2. Developer has the authority to execute and perform this Agreement, and Developer is in compliance with all Requirements of Law, the failure to comply with which could affect the ability of Developer to perform its obligations under this Agreement;

3. The execution and performance by Developer of this Agreement has been duly authorized by all necessary corporate action, and does not violate its organizational documents, any of the applicable Requirements of Law, or constitute a breach of or default under, or require any consent under, any agreement, or instrument to which Developer is now a party or by which Developer is now bound including any mortgages, secured loans, or instruments granting another party a superior interest in Lot 2 or the development of Lot 2;

4. Developer has complied with Section 11.C.2 of this Agreement with respect to all mortgagees and second parties existing as of the Effective Date;

5. The applications, plans, materials, and other submissions Developer has provided to the Village: (i) accurately and truthfully represent Developer's capabilities, resources, and intentions for the construction of the development on Lot 2; (ii) have induced the Village to enter into this Agreement; and (iii) any material misrepresentation contained in Developer's submissions will constitute an incurable Developer Event of Default pursuant to Section 13 of this Agreement.

6. There are no actions or proceedings by or before any court, governmental commission, board, bureau, or any other administrative agency pending, threatened, or affecting Developer or Lot 2 that involve the possibility of materially or adversely affecting the ability of the Village to perform its obligations under this Agreement;

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

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

## SECTION 16. 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 email. 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. Email notices will be deemed received by the addressee upon explicit or implicit acknowledgment of receipt by the addressee. By notice complying with the requirements of this Section, each Party will have the right to change its address or its 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 of Deerfield
850 Waukegan Road
Deerfield, Illinois 60015
Attention: Village Manager
E-mail: kstreet@deerfield.il.us

With a copy to:

Elrod Friedman LLP
350 N. Clark Street, Second Floor
Chicago, Illinois 60654
Attention: Benjamin Schuster
E-mail: benjamin.schuster@elrodfriedman.com

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

155 Group, LLC
1030 W. Chicago Avenue
Chicago, Illinois 60642
Attention: Paul Fishbein
E-mail: paul@baumrealty.com

**B. Time of the Essence.** Time is of the essence in the performance of this Agreement.

**C. Rights Cumulative.** Unless otherwise provided in this Agreement, all rights, remedies, and benefits provided by this Agreement are cumulative and are not exclusive of any other rights, remedies, and benefits allowed by law.

**D. Non-Waiver.** No waiver of any provision of this Agreement, and no delay in exercising or failure to exercise any right or authority set forth in this Agreement, will be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor will any waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

**E. Consents.** Unless otherwise provided in this Agreement, all required permissions, authorizations, approvals, acknowledgments, or similar indications of assent of any Party must be in writing.

**F. Governing Laws.** This Agreement will be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

**G. Venue.** Exclusive jurisdiction with regard to the any actions or proceedings arising from, relating to, or in connection with this Agreement will be in the Illinois circuit court for Lake County, Illinois, or, where applicable, in the federal court for the Northern District of Illinois.

**H.** **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the Village will have the right, in its sole and absolute discretion, to determine if (i) the remainder of the provisions of this Agreement will remain in full force and effect and will in no way be affected, impaired, or invalidated; or (ii) the entire Agreement is invalid, void, and unenforceable.

**I.** **Entire Agreement.** This Agreement and the Development Approvals constitute the entire agreement between the Parties related to the development of Lot 2, and supersede any and all previous or contemporaneous oral or written agreements and negotiations between the Parties, with respect to the development of Lot 2.

**J.** **Interpretation.** This Agreement will be construed without regard to the identity of the Party who drafted the various provisions of this Agreement. Every provision of this Agreement will be construed as though all 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 will not be applicable to this Agreement.

**K.** **Exhibits. Exhibits A** through **K** attached to this Agreement are incorporated in and made a part of this Agreement.

**L.** **Amendments and Modifications.**

1. No amendment to this Agreement will be effective unless and until the amendment is in writing, properly approved in accordance with applicable procedures, and executed by all Parties.

2. Amendments or modifications to the Development Approvals can be considered and acted on by the Village without the same being deemed an amendment or modification to this Agreement provided that all applicable procedural requirements of the Zoning Code and Subdivision Code and the provisions of this Agreement are satisfied.

**M.** **Third Party Beneficiary.** The provisions of this Agreement are and will be for the benefit of Developer and Village only and are not for the benefit of any third party, and, accordingly, no third party will have the right to enforce the provisions of this Agreement. The Village will not be liable to any vendor or other third party for any agreements made by Developer, purportedly on behalf of the Village, without the knowledge and approval of the Corporate Authorities.

**N.** **Recording.** Developer must record this Agreement against Lot 2, at its sole cost, with the Recording Division of the Lake County Clerk, immediately after taking title to Lot 2, and before any mortgages or any other liens are recorded against Lot 2 unless those mortgages and liens are subordinate to this Agreement.

**O.** **Counterpart Execution.** This Agreement may be executed in counterparts, each of which is deemed to be an original but all of which will constitute one and the same instrument. Facsimile or electronic counterpart copies of this Agreement will be considered for all purposes, including delivery, as originals.

**P.** **Village Actions, Consents, and Approvals**. Unless otherwise provided in this Agreement, any action, consent, or approval needed to be taken or given under this Agreement

by the Village may only be performed by the Village Manager or their designee, to the extent provided for by law.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the Parties have hereunto set their hands on the date first above written.

ATTEST:

_____
Village Clerk

**VILLAGE OF DEERFIELD**, an Illinois home rule municipal corporation

By:_____
Daniel C. Shapiro
Its: Mayor

Date:

ATTEST:

By:_____

Its:_____

**155 GROUP, LLC**, an Illinois limited liability company

By: _____

Its: _____

Date:

**ACKNOWLEDGMENTS**

STATE OF ILLINOIS )
) SS.
COUNTY OF LAKE )

This instrument was acknowledged before me on _____, 20__, by Kent S. Street, the Village Manager of the Village of Deerfield, an Illinois municipal corporation, and by _____, the Village Clerk of said municipal corporation.

Given under my hand and official seal this ____ day of _____, 20__.

_____
Notary Public

My Commission expires:_____

SEAL

---

STATE OF _____ )
) SS.
COUNTY OF ____ )

This instrument was acknowledged before me on _____, 20___, by _____, the _____ of 155 Group, LLC, an Illinois limited liability company, and by _____, the _____ of said limited liability company.

Given under my hand and official seal this ____ day of _____, 20__.

_____
Notary Public

My Commission expires:_____

SEAL

## LENDER'S CONSENT AND SUBORDINATION

_____ (and its successors and assigns, **"*Mortgagee*"**), is the holder of a certain note made by _____ and secured by the following documents, each from _____ and recorded with the Lake County Recorder of Deeds as indicated (collectively, the **"*Mortgage*"**):

> [*DESCRIBE ALL APPLICABLE MORTGAGE AGREEMENTS, NOTES, AND OTHER RELATED DOCUMENTS, EACH BY DATE OF EXECUTION, DATE OF RECORDATION, AND RECORDED DOCUMENT NUMBER*]

Mortgagee hereby consents to the execution and recording of the above and foregoing Subdivision and Development Agreement (the **"*Agreement*"**), and hereby subjects and subordinates the Mortgage to the provisions of the Agreement.

IN WITNESS WHEREOF, Mortgagee has caused this Consent and Subordination to be signed by its duly authorized officer on its behalf on this _____ day of _____, 20__.

**MORTGAGEE:**

By: _____
Its: _____

STATE OF ILLINOIS )
) SS.
COUNTY OF _____ )

I, _____, a notary public in and for the County in the State aforesaid, DO HEREBY CERTIFY that _____, the _____ of _____, _____, who is personally known to me to be the person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation and _____ for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of _____, 20__.

_____
Notary Public

## INDEX OF EXHIBITS


| | |
|---|---|
| **LEGAL DESCRIPTION OF PROPERTY** | **A** |
| **FINAL LANDSCAPE PLAN** | **B** |
| **LETTER OF CREDIT** | **C** |
| **DEMOLITION PLAN** | **D** |
| **OPERATIONS AND RECIPROCAL EASEMENT AGREEMENT** | **E** |
| **MINIMUM INSURANCE REQUIREMENTS** | **F** |
| **TRANSFEREE ASSUMPTION AGREEMENT** | **G** |
| **CONSENT AND SUBORDINATION AGREEMENT** | **H** |
| **CONSTRUCTION AND TRAFFIC MANAGEMENT PLAN** | **I** |
| **LEGAL DESCRIPTION OF LOT 1** | **J** |
| **LEGAL DESCRIPTION OF LOT 2** | **K** |

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

**CURRENT LEGAL DESCRIPTION:**

LOT 2 IN DEERFIELD BRICKYARDS RESUBDIVISION OF ALL OF LOT 7 IN FLODSTROM'S SUBDIVISION, ALL OF LOT 3 IN DEERFIELD TECH CENTER SUBDIVISION, TOGETHER WITH PART OF VACATED DEER LAKE ROAD, ALL IN THE SOUTHEAST ¼ OF SECTION 32 AND THE SOUTHWEST ¼ OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 28, 1989 AS DOCUMENT 2835375, IN LAKE COUNTY, ILLINOIS.

PIN: 16-33-304-018

The property is commonly known as: 155 N. Pfingsten Road, in Deerfield, Illinois

**POST-SUBDIVISION LEGAL DESCRIPTION**

LOTS 1 AND 2 IN THE BRICKYARD LOFTS SUBDIVISION BEING A SUBDIVISION OF LOT 2 IN DEERFIELD BRICKYARDS SUBDIVISION, IN THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LAKE COUNTY, ILLINOIS.

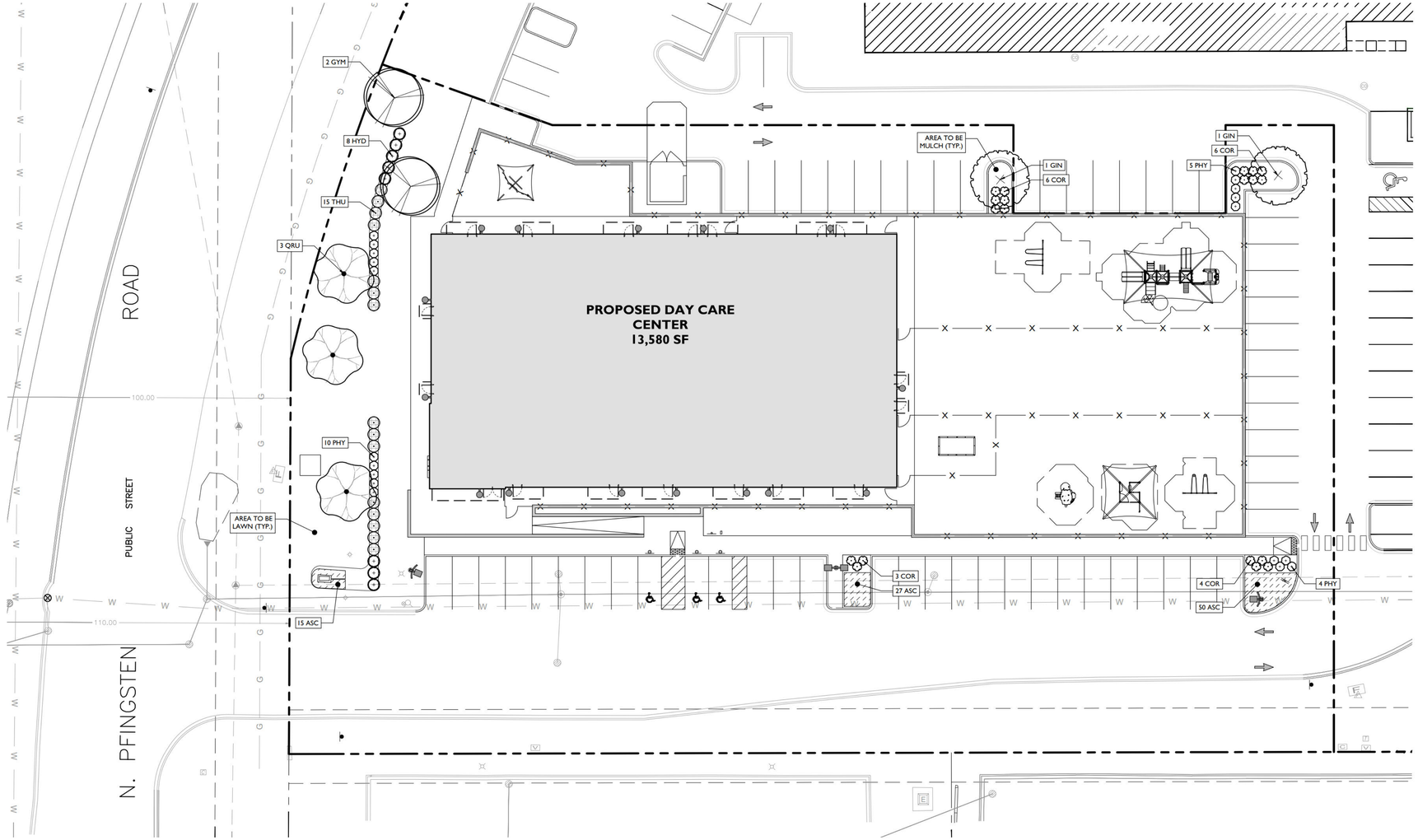
**EXHIBIT B**

**FINAL LANDSCAPE PLAN**

## PLANT SCHEDULE

| SYMBOL | CODE | QTY | BOTANICAL NAME | COMMON NAME | SIZE | CONTAINER | REMARKS |
|---|---|---|---|---|---|---|---|
| | | | DECIDUOUS TREES | | | | |
| | GIN | 2 | GLEDITSIA TRIACANTHOS INERMIS 'SKYCOLE' | SKYLINE HONEY LOCUST | 3" - 3.5" CAL | B&B | NATIVE (VARIETY) |
| | GYM | 2 | GYMNOCLADUS DIOICUS 'ESPRESSO' | KENTUCKY COFFEETREE | 3" - 3.5" CAL | B&B | NATIVE (VARIETY) |
| | QRU | 3 | QUERCUS RUBRA | NORTHERN RED OAK | 3" - 3.5" CAL | B&B | NATIVE |
| | | | SHRUBS | | | | |
| | COR | 19 | CORNUS SERICEA 'FARROW' | ARCTIC FIRE RED TWIG DOGWOOD | 18" - 24" | POT | NATIVE (VARIETY) |
| | HYD | 8 | HYDRANGEA ARBORESCENS 'ANNABELLE' | ANNABELLE HYDRANGEA | 18" - 24" | POT | NATIVE (VARIETY) |
| | PHY | 19 | PHYSOCARPUS OPULIFOLIUS 'LITTLE DEVIL' | LITTLE DEVIL DWARF NINEBARK | 18" - 24" | POT | NATIVE (VARIETY) |
| | | | EVERGREEN SHRUBS | | | | |
| | THU | 15 | THUJA OCCIDENTALIS 'GOLDEN GLOBE' | GOLDEN GLOBE ARBORVITAE | 18" - 24" | POT | NATIVE (VARIETY) |
| | | | PERENNIALS AND GRASSES | | | | |
| | ASC | 92 | ASCLEPIAS TUBEROSA | BUTTERFLY MILKWEED | 1 GAL. | POT, 24" O.C. | NATIVE |

NOTE: IF ANY DISCREPANCIES OCCUR BETWEEN AMOUNTS SHOWN ON THE LANDSCAPE PLAN AND WITHIN THE PLANT LIST, THE PLAN SHALL DICTATE.




811 Know what's **below** **Call** before you dig.

**IRRIGATION NOTE:**

IRRIGATION CONTRACTOR TO PROVIDE A DESIGN FOR AN IRRIGATION SYSTEM SEPARATING PLANTING BEDS FROM LAWN AREA. PRIOR TO CONSTRUCTION, DESIGN IS TO BE SUBMITTED TO THE PROJECT LANDSCAPE DESIGNER FOR REVIEW AND APPROVAL. WHERE POSSIBLE, DRIP IRRIGATION AND OTHER WATER CONSERVATION TECHNIQUES SUCH AS RAIN SENSORS SHALL BE IMPLEMENTED. CONTRACTOR TO VERIFY MAXIMUM ON SITE DYNAMIC WATER PRESSURE AVAILABLE MEASURED IN PSI. PRESSURE REDUCING DEVICES OR BOOSTER PUMPS SHALL BE PROVIDED TO MEET SYSTEM PRESSURE REQUIREMENTS. DESIGN TO SHOW ALL VALVES, PIPING, HEADS, BACKFLOW PREVENTION, METERS, CONTROLLERS, AND SLEEVES WITHIN HARDSCAPE AREAS.

**LANDSCAPING NOTES**

1. THE CONTRACTOR SHALL RESTORE ALL DISTURBED GRASS AND LANDSCAPED AREAS TO MATCH EXISTING CONDITIONS UNLESS INDICATED OTHERWISE WITHIN THE PLAN SET.
2. THE CONTRACTOR SHALL RESTORE ALL DISTURBED LAWN AREAS WITH A MINIMUM 4 INCH LAYER OF TOPSOIL AND SEED.
3. THE CONTRACTOR SHALL RESTORE MULCH AREAS WITH A MINIMUM 3 INCH LAYER OF MULCH .
4. THE MAXIMUM SLOPE ALLOWABLE IN LANDSCAPE RESTORATION AREAS SHALL BE 3 FEET HORIZONTAL TO 1 FOOT VERTICAL (3:1 SLOPE) UNLESS INDICATED OTHERWISE WITHIN THE PLAN SET.
5. THE CONTRACTOR IS REQUIRED TO LOCATE ALL SPRINKLER HEADS IN AREA OF LANDSCAPING DISTURBANCE PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL RELOCATE SPRINKLER HEADS AND LINES IN ACCORDANCE WITH OWNER'S DIRECTION WITHIN AREAS OF DISTURBANCE.
6. THE CONTRACTOR SHALL ENSURE THAT ALL DISTURBED LANDSCAPED AREAS ARE GRADED TO MEET FLUSH AT THE ELEVATION OF WALKWAYS AND TOP OF CURB ELEVATIONS EXCEPT UNLESS INDICATED OTHERWISE WITHIN THE PLAN SET. NO ABRUPT CHANGES IN GRADE ARE PERMITTED IN DISTURBED LANDSCAPING AREAS.

20' 0' 20' 40'
GRAPHIC SCALE IN FEET
1" = 20'

| ISSUE | DATE | BY | DESCRIPTION |
|---|---|---|---|
| 6 | 06/01/2026 | JRC | REVISED PER BUILD REVIEW |
| 5 | 03/06/2026 | JRC | REVISED PER VILLAGE ENGINEERING REVIEW #2 |
| 4 | 02/17/2026 | JRC | REVISED PER VILLAGE ENGINEERING REVIEW #1 |
| 3 | 12/09/2025 | JS/JRC | SUBMISSION FOR ENGINEERING APPROVAL |
| 2 | 09/03/2025 | NL | PHOTOMETRIC PLAN FOR FINAL PUD APPROVAL |
| 1 | 06/27/2025 | MU | LANDSCAPING PLAN FOR PRELIMINARY PUD APPROVAL |

NOT APPROVED FOR CONSTRUCTION


STONEFIELD engineering & design
Birmingham, MI · New York, NY · Salem, MA
Princeton, NJ · Tampa, FL · Rutherford, NJ
www.stonefieldeng.com
555 S. Old Woodward Avenue, Suite 12L, Birmingham, MI 48009
Phone 248.247.1115


SITE DEVELOPMENT PLANS

# PRIMROSE SCHOOLS

## PROPOSED DAY CARE

PIN: 16-23-204-018
135 N. PFINGSTEN ROAD
VILLAGE OF DEERFIELD
LAKE COUNTY, ILLINOIS 60015

JONATHAN REID COOKSEY — LICENSED PROFESSIONAL ENGINEER — No. 062061544 — STATE OF ILLINOIS
JONATHAN REID COOKSEY, P.E.
ILLINOIS LICENSE No. 062061544
LICENSE EXPIRATION: 11/30/2027

STONEFIELD engineering & design

SCALE: 1" = 20' | PROJECT ID: DET-250271

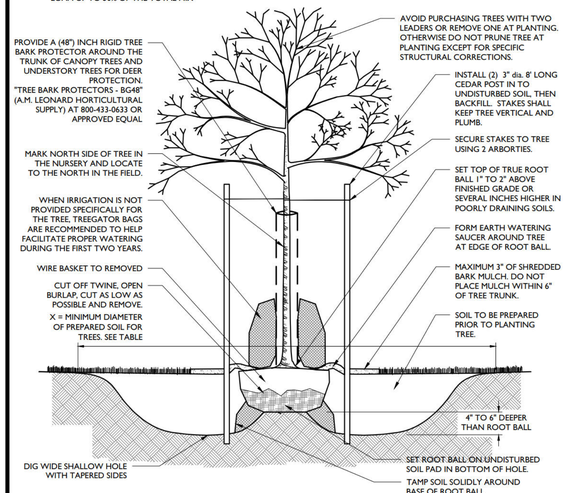
TITLE: LANDSCAPING PLAN

DRAWING: C-8.0

V:\DET\2025\DET-250271 CASCO - 135 NORTH PFINGSTEN ROAD, DEERFIELD, IL\CAD\PLOT\PDF\PLANSET.DWG

NOTES:

1. FOR CONTAINER-GROWN TREES, USE FINGERS OR SMALL HAND TOOLS TO PULL THE ROOTS OUT OF THE OUTER LAYER OF POTTING SOIL; THEN CUT OR PULL APART ANY ROOTS CIRCLING THE PERIMETER OF THE CONTAINER.
2. THOROUGHLY SOAK THE TREE ROOT BALL AND ADJACENT PREPARED SOIL SEVERAL TIMES DURING THE FIRST MONTH AFTER PLANTING AND REGULARLY THROUGHOUT THE FOLLOWING TWO SUMMERS.
3. SOIL AMENDMENTS:
   - MODIFY HEAVY CLAY OR SILT SOILS (MORE THAN 40% CLAY OR SILT) BY ADDING COMPOSTED PINE BARK (UP TO 30% BY VOLUME) OR GYPSUM
   - MODIFY EXTREMELY SANDY SOILDS (MORE THAN 85% SAND) BY ADDING ORGANIC MATTER AND/OR DRY, SHREDDED CLAY LOAM UP TO 30% OF THE TOTAL MIX



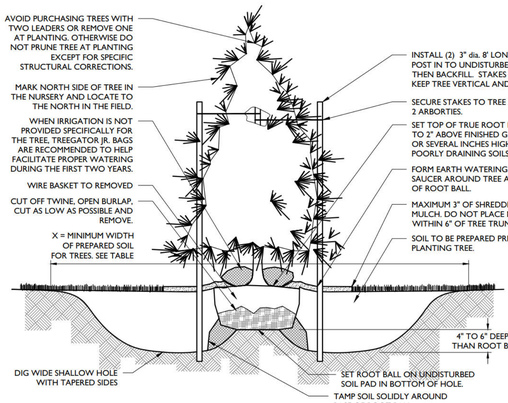

## DECIDUOUS TREE PLANTING DETAIL

NOT TO SCALE

1

NOTES:

1. FOR CONTAINER-GROWN TREES, USE FINGERS OR SMALL HAND TOOLS TO PULL THE ROOTS OUT OF THE OUTER LAYER OF POTTING SOIL; THEN CUT OR PULL APART ANY ROOTS CIRCLING THE PERIMETER OF THE CONTAINER.
2. THOROUGHLY SOAK THE TREE ROOT BALL AND ADJACENT PREPARED SOIL SEVERAL TIMES DURING THE FIRST MONTH AFTER PLANTING AND REGULARLY THROUGHOUT THE FOLLOWING TWO SUMMERS.
3. SOIL AMENDMENTS:
   - MODIFY HEAVY CLAY OR SILT SOILS (MORE THAN 40% CLAY OR SILT) BY ADDING COMPOSTED PINE BARK (UP TO 30% BY VOLUME) OR GYPSUM
   - MODIFY EXTREMELY SANDY SOILS (MORE THAN 85% SAND) BY ADDING ORGANIC MATTER AND/OR DRY, SHREDDED CLAY LOAM UP TO 30% OF THE TOTAL MIX

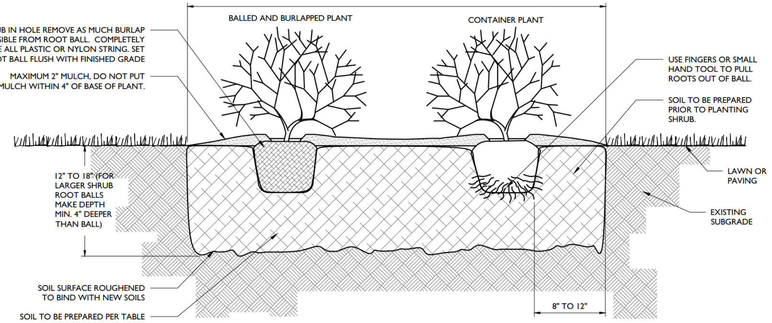



## CONIFEROUS TREE PLANTING DETAIL

NOT TO SCALE

2

PREPARE SOIL IN THE ENTIRE BED USING PROCEDURES OUTLINED IN TABLE (X)




## DECIDUOUS AND EVERGREEN SHRUB PLANTING DETAIL

NOT TO SCALE

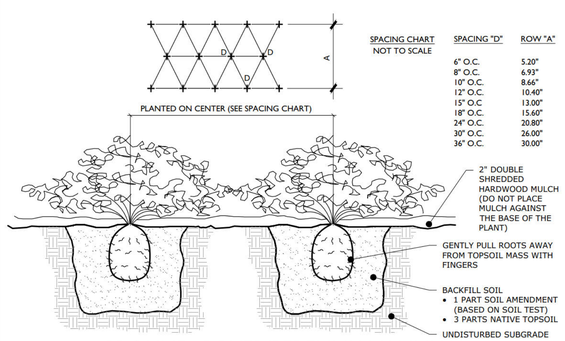
3

NOTES:

1. FOR THE CONTAINER-GROWN SHRUBS, USE FINGERS OR SMALL HAND TOOL TO PULL THE ROOTS OUT OF THE OUTER LAYER OF POTTING SOIL; THEN CUT OR PULL APART ANY ROOTS CIRCLING THE PERIMETER OF THE CONTAINER.
2. THOROUGHLY SOAK THE SHRUB ROOT BALL AND ADJACENT PREPARED SOIL SEVERAL TIMES DURING THE FIRST MONTH AFTER PLANTING AND REGULARLY THROUGHOUT THE FOLLOWING TWO SUMMERS.
   - MODIFY HEAVY CLAY OR SILT SOILS (MORE THAN 40% CLAY OR SILT) BY ADDING COMPOSTED PINE BARK (UP TO 30% BY VOLUME) OR GYPSUM
   - MODIFY EXTREMELY SANDY SOILS (MORE THAN 85% SAND) BY ADDING ORGANIC MATTER AND/OR DRY, SHREDDED CLAY LOAM UP TO 30% OF THE TOTAL

NOTES:

1. THOROUGHLY SOAK THE GROUND COVER ROOT BALL AND ADJACENT PREPARED SOIL SEVERAL TIMES DURING THE FIRST MONTH AFTER PLANTING AND REGULARLY THROUGHOUT THE FOLLOWING TWO SUMMERS.
2. SOIL AMENDMENTS:
   - MODIFY HEAVY CLAY OR SILT SOILDS (MORE THAN 40% CLAY OR SILT) BY ADDING COMPOSTED PINE BARK (UP TO 30% BY VOLUME) OR GYPSUM
   - MODIFY EXTREMELY SANDY SOILDS (MORE THAN 85% SAND) BY ADDING ORGANIC MATTER AND/OR DRY, SHREDDED CLAY LOAM UP TO 30% OF THE TOTAL MIX
3. ALL GROUND COVER AREAS SHALL BE TREATED WITH A PRE-EMERGENT PER MANUFACTURER'S SPECIFICATIONS



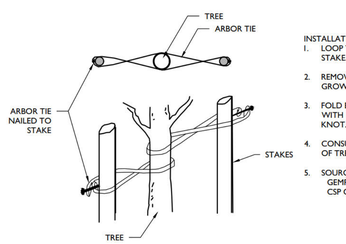

SPACING CHART
NOT TO SCALE

| SPACING "D" | ROW "A" |
|---|---|
| 6" O.C. | 5.20" |
| 8" O.C. | 6.93" |
| 10" O.C. | 8.66" |
| 12" O.C. | 10.40" |
| 15" O.C. | 13.00" |
| 18" O.C. | 15.60" |
| 24" O.C. | 20.80" |
| 30" O.C. | 26.00" |
| 36" O.C. | 30.00" |

## GROUND COVER/PERENNIAL/ANNUAL PLANTING DETAIL

NOT TO SCALE

4




INSTALLATION GUIDELINES:

1. LOOP TIE AROUND TREE AND NAIL TO CEDAR STAKE.
2. REMOVE ALL STAKING AND TIES AT END OF FIRST GROWING SEASON.
3. FOLD ENDS OF ARBORTIE BACK. SECURE TO STAKES WITH 1" GALVANIZED ROOFING NAIL OR USE A KNOT.
4. CONSULT LANDSCAPE ARCHITECT FOR STAKING OF TREES LARGER THAN 6".
5. SOURCES INCLUDE:
   GEMPLERS 1-800-332-6744 or GEMPLERS.COM
   CSP OUTDOORS 1-800-592-6940 or CSPOUTDOORS.COM

## ARBORTIE DETAIL

NOT TO SCALE

5

### GENERAL LANDSCAPING NOTES:

1. THE LANDSCAPE CONTRACTOR SHALL FURNISH ALL MATERIALS AND PERFORM ALL WORK IN ACCORDANCE WITH THESE SPECIFICATIONS, APPROVED OR FINAL DRAWINGS, AND INSTRUCTIONS PROVIDED BY THE PROJECT LANDSCAPE DESIGNER, MUNICIPAL OFFICIALS, OR OWNER/OWNER'S REPRESENTATIVE. ALL WORK COMPLETED AND MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH THE INTENTION OF THE SPECIFICATIONS, DRAWINGS, AND INSTRUCTIONS AND EXECUTED WITH THE STANDARD LEVEL OF CARE FOR THE LANDSCAPE INDUSTRY.
2. WORK MUST BE CARRIED OUT ONLY DURING WEATHER CONDITIONS FAVORABLE TO LANDSCAPE CONSTRUCTION AND TO THE HEALTH AND WELFARE OF PLANTS. THE SUITABILITY OF SUCH WEATHER CONDITIONS SHALL BE DETERMINED BY THE PROJECT LANDSCAPE DESIGNER OR GOVERNING MUNICIPAL OFFICIAL.
3. IT IS THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR, BEFORE ORDERING OR PURCHASING MATERIALS, TO PROVIDE SAMPLES OF THOSE MATERIALS TO THE PROJECT LANDSCAPE DESIGNER OR GOVERNING MUNICIPAL OFFICIAL FOR APPROVAL, IF SO REQUESTED.
4. IF SAMPLES ARE REQUESTED, THE LANDSCAPE CONTRACTOR IS TO SUBMIT CERTIFICATION TAGS FROM TREES, SHRUBS AND SEED VERIFYING TYPE AND PURITY.
5. UNLESS OTHERWISE AUTHORIZED BY THE PROJECT LANDSCAPE DESIGNER OR GOVERNING MUNICIPAL OFFICIAL, THE LANDSCAPE CONTRACTOR SHALL PROVIDE NOTICE AT LEAST FORTY-EIGHT HOURS (48 HRS.) IN ADVANCE OF THE ANTICIPATED DELIVERY DATE OF PLANT MATERIALS TO THE PROJECT SITE. A LEGIBLE COPY OF THE INVOICE, SHOWING VARIETIES AND SIZES OF MATERIALS INCLUDED FOR EACH SHIPMENT SHALL BE FURNISHED TO THE PROJECT LANDSCAPE DESIGNER, OR GOVERNING MUNICIPAL OFFICIAL.
6. THE PROJECT LANDSCAPE DESIGNER OR GOVERNING MUNICIPAL OFFICIAL RESERVES THE RIGHT TO INSPECT AND REJECT PLANTS AT ANY TIME AND AT ANY PLACE.

### PROTECTION OF EXISTING VEGETATION NOTES:

1. BEFORE COMMENCING WORK, ALL EXISTING VEGETATION WHICH COULD BE IMPACTED AS A RESULT OF THE PROPOSED CONSTRUCTION ACTIVITIES MUST BE PROTECTED FROM DAMAGE BY THE INSTALLATION OF TREE PROTECTION FENCING. FENCING SHALL BE LOCATED AT THE DRIP-LINE OR LIMIT OF DISTURBANCE AS DEPICTED WITHIN THE APPROVED OR FINAL PLAN SET, ESTABLISHING THE TREE PROTECTION ZONE. NO TREE INSTALLATION SHALL BE IN ACCORDANCE WITH THE PROVIDED "TREE PROTECTION FENCE DETAIL." NO WORK MAY BEGIN UNTIL THIS REQUIREMENT IS FULFILLED. THE FENCING SHALL BE INSPECTED REGULARLY BY THE LANDSCAPE CONTRACTOR AND MAINTAINED UNTIL ALL CONSTRUCTION ACTIVITIES HAVE BEEN COMPLETED.
2. IN ORDER TO AVOID DAMAGE TO ROOTS, BARK OR LOWER BRANCHES, NO VEHICLE, EQUIPMENT, DEBRIS, OR OTHER MATERIALS SHALL BE DRIVEN, PARKED OR PLACED WITHIN THE TREE PROTECTION ZONE. ALL ON-SITE CONTRACTORS SHALL USE ANY AND ALL PRECAUTIONARY MEASURES WHEN PERFORMING WORK AROUND TREES, WALKS, PAVEMENTS, UTILITIES, AND ANY OTHER FEATURES EITHER EXISTING OR PREVIOUSLY INSTALLED UNDER THIS CONTRACT.
3. IN RARE INSTANCES WHERE EXCAVATING, FILL, OR GRADING IS REQUIRED WITHIN THE DRIP-LINE OF TREES TO REMAIN, THE WORK SHALL BE PERFORMED AS FOLLOWS:
   - TRENCHING: WHEN TRENCHING OCCURS AROUND TREES TO REMAIN, THE TREE ROOTS SHALL NOT BE CUT, BUT THE TRENCH SHALL BE TUNNELED UNDER OR AROUND THE ROOTS BY CAREFUL HAND DIGGING AND WITHOUT INJURY TO THE ROOTS. NO ROOTS, LIMBS, OR WOODS ARE TO HAVE ANY PAINT OR MATERIAL APPLIED TO ANY SURFACE.
   - RAISING GRADES: WHEN THE GRADE AT AN EXISTING TREE IS BELOW THE NEW FINISHED GRADE, AND FILL NOT EXCEEDING 6 INCHES (6") IS REQUIRED, CLEAN, WASHED GRAVEL FROM ONE TO TWO INCHES (1" - 2") IN SIZE SHALL BE PLACED DIRECTLY AROUND THE TREE TRUNK. THE GRAVEL SHALL EXTEND OUT FROM THE TRUNK ON ALL SIDES A MINIMUM OF 18 INCHES (18") AND FINISH APPROXIMATELY TWO INCHES (2") ABOVE THE FINISH GRADE AT TREE. INSTALL GRAVEL BEFORE ANY EARTH FILL IS PLACED. NEW EARTH FILL SHALL NOT BE LEFT IN CONTACT WITH THE TRUNK OF ANY TREE REQUIRING FILL. WHERE FILL EXCEEDING 6 INCHES (6") IS REQUIRED, A DRY LAID TREE WELL SHALL BE CONSTRUCTED. IF APPLICABLE, TREE WELL INSTALLATION SHALL BE IN ACCORDANCE WITH THE PROVIDED "TREE WELL DETAIL."
   - LOWERING GRADES: EXISTING TREES LOCATED IN AREAS WHERE THE NEW FINISHED GRADE IS TO BE LOWERED, SHALL HAVE RE-GRADING WORK DONE BY HAND TO THE INDICATED ELEVATION, NO GREATER THAN SIX INCHES (6"). ROOTS SHALL BE CUT CLEANLY THREE INCHES (3") BELOW FINISHED GRADE UNDER THE DIRECTION OF A LICENSED ARBORIST. WHERE CUT EXCEEDING 6 INCHES (6") IS REQUIRED, A DRY LAID RETAINING WALL SHALL BE CONSTRUCTED. IF APPLICABLE, THE RETAINING WALL INSTALLATION SHALL BE IN ACCORDANCE WITH THE PROVIDED "TREE RETAINING WALL DETAIL."

### SOIL PREPARATION AND MULCH NOTES:

1. LANDSCAPE CONTRACTOR SHALL OBTAIN A SOIL TEST OF THE IN-SITU TOPSOIL BY A CERTIFIED SOIL LABORATORY PRIOR TO PLANTING. LANDSCAPE CONTRACTOR SHALL ALLOW FOR A TWO WEEK TURNAROUND TIME FROM SUBMITTAL OF SAMPLE TO NOTIFICATION OF RESULTS.
2. BASED ON SOIL TEST RESULTS, ADJUST THE RATES OF LIME AND FERTILIZER THAT SHALL BE MIXED INTO THE TOP SIX INCHES (6") OF TOPSOIL. THE LIME AND FERTILIZER RATES PROVIDED WITHIN THE "SEED SPECIFICATION" OR "SOD SPECIFICATION" IS APPROXIMATE AND FOR BIDDING PURPOSES ONLY. IF ADDITIONAL AMENDMENTS ARE NECESSARY, ADJUST THE TOPSOIL AS FOLLOWS:
   - MODIFY HEAVY CLAY OR SILT SOILS (MORE THAN 40% CLAY OR SILT) BY ADDING COMPOSTED PINE BARK (UP TO 30% BY VOLUME) OR GYPSUM.
   - MODIFY EXTREMELY SANDY SOILS (MORE THAN 85%) BY ADDING ORGANIC MATTER AND/OR DRY, SHREDDED CLAY LOAM UP TO 30% OF THE TOTAL MIX.
3. TOPSOIL SHALL BE FERTILE, FRIABLE, NATURAL TOPSOIL OF LOAMING CHARACTER, WITHOUT ADMIXTURE OF SUBSOIL MATERIAL OBTAINED FROM A WELL-DRAINED ARABLE SITE, FREE FROM ALL CLAY, LUMPS, COARSE SANDS, STONES, PLANTS, ROOTS, STICKS, AND OTHER FOREIGN MATERIAL GREATER THAN ONE INCH (1").
4. TOPSOIL SHALL HAVE A PH RANGE OF 5.0-7.0 AND SHALL NOT CONTAIN LESS THAN 6% ORGANIC MATTER BY WEIGHT.
5. OBTAIN TOPSOIL ONLY FROM LOCAL SOURCES OR FROM AREAS HAVING SIMILAR SOIL CHARACTERISTICS TO THAT FOUND AT THE PROJECT SITE.
6. CONTRACTOR SHALL PROVIDE A SIX INCH (6") DEEP LAYER OF TOPSOIL IN ALL PLANTING AREAS. TOPSOIL SHALL BE SPREAD OVER A PREPARED SURFACE IN A UNIFORM LAYER TO ACHIEVE THE DESIRED COMPACTED THICKNESS. THE SPREADING OF TOPSOIL SHALL NOT BE CONDUCTED UNDER MUDDY OR FROZEN SOIL CONDITIONS.
7. UNLESS OTHERWISE NOTED IN THE CONTRACT, THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION OF TOPSOIL AND THE ESTABLISHMENT OF FINE-GRADING WITHIN THE DISTURBED AREA OF THE SITE.
8. LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE SUB-GRADE ELEVATION MEETS THE FINISHED GRADE ELEVATION (LESS THE REQUIRED TOPSOIL) IN ACCORDANCE WITH THE APPROVED OR FINAL GRADING PLAN.
9. ALL LAWN AND PLANTING AREAS SHALL BE GRADED TO A SMOOTH, EVEN AND UNIFORM PLANE WITH NO ABRUPT CHANGE OF SURFACE AS DEPICTED WITHIN THE APPROVED OR FINAL CONSTRUCTION SET UNLESS OTHERWISE DIRECTED BY THE PROJECT LANDSCAPE DESIGNER OR MUNICIPAL OFFICIAL.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROPER SURFACE AND SUBSURFACE PLANT BED DRAINAGE PRIOR TO THE INSTALLATION OF PLANTINGS. IF POOR DRAINAGE CONDITIONS EXIST, CORRECTIVE ACTION SHALL BE TAKEN PRIOR TO INSTALLATION. ALL PLANTING AND LAWN AREAS SHALL BE GRADED AND MAINTAINED TO ALLOW A FREE FLOW OF SURFACE WATER.
11. DOUBLE SHREDDED HARDWOOD MULCH OR APPROVED EQUAL SHALL BE USED AS A THREE INCH (3") TOP DRESSING IN ALL SHRUB PLANTING BEDS AND AROUND ALL TREES PLANTED BY LANDSCAPE CONTRACTOR. GROUND COVER, PERENNIAL, AND ANNUAL PLANTING BEDS SHALL BE MULCHED WITH A TWO INCH (2") TOP DRESSING. SINGLE TREES OR SHRUBS SHALL BE MULCHED TO AVOID CONTACT WITH TRUNK OR PLANT STEM. MULCH SHALL BE OF SUFFICIENT CHARACTER AS NOT TO BE EASILY DISPLACED BY WIND OR WATER RUNOFF.
12. WHENEVER POSSIBLE, THE SOIL PREPARATION AREA SHALL BE CONNECTED FROM PLANTING TO PLANTING.
13. SOIL SHALL BE LOOSENED WITH A BACKHOE OR OTHER LARGE COARSE-TILING EQUIPMENT UNLESS THE SOIL IS FROZEN OR EXCESSIVELY WET. TILING THAT PRODUCES LARGE, COARSE CHUNKS OF SOIL IS PREFERABLE TO TILING THAT RESULTS IN FINE GRAINS UNIFORM IN TEXTURE. AFTER THE AREA IS LOOSENED IT SHALL NOT BE DRIVEN OVER BY ANY VEHICLE.
14. APPLY PRE-EMERGENT WEED CONTROL TO ALL PLANT BEDS PRIOR TO MULCHING. ENSURE COMPATIBILITY BETWEEN PRODUCT AND PLANT MATERIAL.
15. ALL PLANTING SOIL SHALL BE AMENDED WITH THE FOLLOWING:

MYCRO® TREE SAVER - A DRY GRANULAR MYCORRHIZAL FUNGI INOCULANT THAT IS MIXED IN THE BACKFILL WHEN PLANTING TREES AND SHRUBS. IT CONTAINS SPORES OF BOTH ECTOMYCORRHIZAL AND VA MYCORRHIZAL FUNGI (VAM), BENEFICIAL RHIZOSPHERE BACTERIA, TERRA-SORB SUPERABSORBENT HYDROGEL TO REDUCE WATER LEACHING, AND SELECTED ORGANIC MICROBIAL NUTRIENTS.

- DIRECTIONS FOR USE: USE 3-OZ PER EACH FOOT DIAMETER OF THE ROOT BALL, OR 3-OZ PER INCH CALIPER. MIX INTO THE BACKFILL WHEN TRANSPLANTING TREES AND SHRUBS. MIX PRODUCT IN A RING-SHAPED VOLUME OF SOIL AROUND THE UPPER PORTION OF THE ROOT BALL, EXTENDING FROM THE SOIL SURFACE TO A DEPTH OF ABOUT 8 INCHES, AND EXTENDING OUT FROM THE ROOT BALL ABOUT 8 INCHES INTO THE BACKFILL APPLY WATER TO SOIL SATURATION.
- MYCORB TREE SAVER® IS EFFECTIVE FOR ALL TREE AND SHRUB SPECIES EXCEPT RHODODENDRONS, AZALEAS, AND MOUNTAIN LAUREL, WHICH REQUIRE ERICOID MYCORRHIZAE.
- SOIL PH: THE FUNGI IN THIS PRODUCT WERE CHOSEN BASED ON THEIR ABILITY TO SURVIVE AND COLONIZE PLANT ROOTS IN A PH RANGE OF 3 TO 9.
- FUNGICIDES: THE USE OF CERTAIN FUNGICIDES CAN HAVE A DETRIMENTAL EFFECT ON THE INOCULATION PROGRAM. SOIL APPLICATION OF ANY FUNGICIDE IS NOT RECOMMENDED FOR TWO WEEKS AFTER APPLICATION.
- OTHER PESTICIDES: HERBICIDES AND INSECTICIDES DO NOT NORMALLY INTERFERE WITH MYCORRHIZAL FUNGAL DEVELOPMENT, BUT MAY INHIBIT THE GROWTH OF SOME TREE AND SHRUB SPECIES IF NOT USED PROPERLY.

HEALTHY START MACRO TABS 12-8-8

- FERTILIZER TABLETS ARE PLACED IN THE UPPER 4 INCHES OF BACKFILL SOIL WHEN PLANTING TREES AND SHRUBS.
- TABLETS ARE FORMULATED FOR LONG-TERM RELEASE BY SLOW BIODEGRADATION, AND LAST UP TO 2 YEARS AFTER PLANTING. TABLETS CONTAIN 12-8-8 NPK FERTILIZER, AS WELL AS A MINIMUM OF SEVEN PERCENT (7%) HUMIC ACID BY WEIGHT, MICROBIAL NUTRIENTS DERIVED FROM SEA KELP, PROTEIN BYPRODUCTS, AND YUCCA SCHIDIGERA, AND A COMPLEMENT OF BENEFICIAL RHIZOSPHERE BACTERIA. THE STANDARD 21 GRAM TABLET IS SPECIFIED HERE. DIRECTIONS FOR USE: FOR PLANTING BALLED & BURLAPPED (B&B) TREES AND SHRUBS, MEASURE THE THICKNESS OF THE TRUNK, AND USE ABOUT 1 TABLET (21-G) PER HALF-INCH. PLACE THE TABLETS DIRECTLY NEXT TO THE ROOT BALL, EVENLY DISTRIBUTED AROUND ITS PERIMETER, AT A DEPTH OF ABOUT 4 INCHES.

### IRRIGATION DURING ESTABLISHMENT

| SIZE AT PLANTING | IRRIGATION FOR VITALITY | IRRIGATION FOR SURVIVAL |
|---|---|---|
| < 2" CALIPER | DAILY FOR TWO WEEKS, EVERY OTHER DAY FOR TWO MONTHS, WEEKLY UNTIL ESTABLISHED | TWO TO THREE TIMES WEEKLY FOR TWO TO THREE MONTHS |
| 2"-4 CALIPER | DAILY FOR ONE MONTH, EVERY OTHER DAY FOR THREE MONTHS, WEEKLY UNTIL ESTABLISHED | TWO TO THREE TIMES WEEKLY FOR THREE TO FOUR MONTHS |
| 4 >" CALIPER | DAILY FOR SIX WEEKS, EVERY OTHER DAY FOR FIVE MONTHS, WEEKLY UNTIL ESTABLISHED | TWICE WEEKLY FOR FOUR TO FIVE MONTHS |

TABLE NOTES:
1. AT EACH IRRIGATION, APPLY TWO TO THREE GALLONS PER INCH TRUNK CALIPER TO THE ROOT BALL SURFACE. APPLY IT IN A MANNER SO ALL WATER SOAKS THE ENTIRE ROOT BALL. DO NOT WATER IF ROOT BALL IS WET/SATURATED ON THE IRRIGATION DAY.

2. WHEN IRRIGATING FOR VITALITY, DELETE DAILY IRRIGATION WHEN PLANTING IN WINTER OR WHEN PLANTING IN COOL CLIMATES. ESTABLISHMENT TAKES THREE TO FOUR MONTHS PER INCH TRUNK CALIPER. NEVER APPLY IRRIGATION IF THE SOIL IS SATURATED.

3. WHEN IRRIGATION FOR SURVIVAL, TREES TAKE MUCH LONGER TO ESTABLISH THAN REGULARLY IRRIGATED TREES. IRRIGATION MAY BE REQUIRED IN THE NORMAL HOT, DRY PORTIONS OF THE FOLLOWING YEAR.

### PLANT QUALITY AND HANDLING NOTES:

1. ALL PLANT MATERIAL SHALL CONFORM TO THE AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1-2004) OR LATEST REVISION AS PUBLISHED BY THE AMERICAN NURSERY AND LANDSCAPE ASSOCIATION.
2. IN ALL CASES, BOTANICAL NAMES LISTED WITHIN THE APPROVED OR FINAL PLANT LIST SHALL TAKE PRECEDENCE OVER COMMON NAMES.
3. ALL PLANTS SHALL BE OF SELECTED SPECIMEN QUALITY, EXCEPTIONALLY HEAVY, TIGHTLY KNIT, SO TRAINED OR FAVORED IN THEIR DEVELOPMENT AND APPEARANCE AS TO BE SUPERIOR IN FORM, NUMBER OF BRANCHES, COMPACTNESS AND SYMMETRY. ALL PLANTS SHALL HAVE A NORMAL HABIT OR SOUND, HEALTHY, VIGOROUS PLANTS WITH WELL DEVELOPED ROOT SYSTEM. PLANTS SHALL BE FREE OF DISEASE, INSECT PESTS, EGGS OR LARVAE.
4. PLANTS SHALL NOT BE PRUNED BEFORE DELIVERY. TREES WITH ABRASION OF THE BARK, SUNSCALDS, DISFIGURING KNOTS OR FRESH CUTS OF LIMBS OVER ONE AND ONE-FOURTH INCHES (1-1/4") WHICH HAVE NOT COMPLETELY CALLOUSED SHALL BE REJECTED.
5. ALL PLANTS SHALL BE TYPICAL OF THEIR SPECIES OR VARIETY AND SHALL HAVE A NORMAL HABIT OF GROWTH AND BE LEGIBLY TAGGED WITH THE PROPER NAME AND SIZE.
6. THE ROOT SYSTEM OF EACH PLANT SHALL BE WELL PROVIDED WITH FIBROUS ROOTS. ALL PARTS SHALL BE SOUND, HEALTHY, VIGOROUS, WELL-BRANCHED AND DENSELY FOLIATED WHEN IN LEAF.
7. ALL PLANTS DESIGNATED BALL AND BURLAP (B&B) MUST BE MOVED WITH THE ROOT SYSTEM AS SOLID UNITS WITH BALLS OF EARTH FIRMLY WRAPPED WITH BURLAP. THE DIAMETER AND DEPTH OF THE BALLS OF EARTH MUST BE SUFFICIENT TO ENCOMPASS THE FIBROUS ROOT FEEDING SYSTEMS NECESSARY FOR THE HEALTHY DEVELOPMENT OF THE PLANT. NO PLANT SHALL BE ACCEPTED WHEN THE BALL OF EARTH SURROUNDING ITS ROOTS HAS BEEN BADLY CRACKED OR BROKEN PREPARATORY TO OR DURING THE PROCESS OF PLANTING. THE BALLS SHALL REMAIN INTACT DURING ALL OPERATIONS. ALL PLANTS THAT CANNOT BE PLANTED AT ONCE MUST BE HEELED-IN BY SETTING IN THE GROUND AND COVERING THE BALLS WITH SOIL OR MULCH AND THEN WATERING. HEMP BURLAP AND TWINE IS PREFERABLE TO TREATED. IF TREATED BURLAP IS USED, ALL TWINE IS TO BE CUT FROM AROUND THE TRUNK AND ALL BURLAP IS TO BE REMOVED.
8. PLANTS TRANSPORTED TO THE PROJECT IN OPEN VEHICLES SHALL BE COVERED WITH TARPS OR OTHER SUITABLE COVERS SECURELY FASTENED TO THE BODY OF THE VEHICLE TO PREVENT INJURY TO THE PLANTS. CLOSED VEHICLES SHALL BE ADEQUATELY VENTILATED TO PREVENT OVERHEATING OF THE PLANTS. EVIDENCE OF INADEQUATE PROTECTION FOLLOWING DIGGING, CARELESSNESS WHILE IN TRANSIT OR IMPROPER HANDLING OR STORAGE SHALL BE CAUSE FOR REJECTION OF PLANT MATERIAL. ALL PLANTS SHALL BE KEPT MOIST, FRESH, AND PROTECTED. SUCH PROTECTION SHALL ENCOMPASS THE ENTIRE PERIOD DURING WHICH THE PLANTS ARE IN TRANSIT, BEING HANDLED, OR ARE IN TEMPORARY STORAGE.
9. ALL PLANT MATERIAL SHALL BE INSTALLED IN ACCORDANCE WITH THE CORRESPONDING LANDSCAPE PLAN AND PLANTING DETAILS.
10. LANDSCAPE CONTRACTOR SHALL MAKE BEST EFFORT TO INSTALL PLANTINGS ON THE SAME DAY AS DELIVERY. IF PLANTS ARE NOT PLANTED IMMEDIATELY ON SITE, PROPER CARE SHALL BE TAKEN TO PLACE THE PLANTINGS IN PARTIAL SHADE WHEN POSSIBLE. THE ROOT BALL SHALL BE KEPT MOIST AT ALL TIMES AND COVERED WITH MOISTENED MULCH OR AGED WOODCHIPS. PROPER IRRIGATION SHALL BE SUPPLIED SO AS TO NOT ALLOW THE ROOT BALL TO DRY OUT. PLANTINGS SHALL BE UNTIED AND PROPER SPACING SHALL BE ALLOTTED FOR AIR CIRCULATION AND TO PREVENT DISEASE, WILTING, AND LEAF LOSS. PLANTS THAT REMAIN UNPLANTED FOR A PERIOD OF TIME GREATER THAN THREE (3) DAYS SHALL BE HEALED IN WITH TOPSOIL OR MULCH AND WATERED AS REQUIRED TO PRESERVE ROOT MOISTURE.
11. NO PLANT MATERIAL SHALL BE PLANTED IN MUDDY OR FROZEN SOIL.
12. PLANTS WITH INJURED ROOTS OR BRANCHES SHALL BE PRUNED PRIOR TO PLANTING UTILIZING CLEAN, SHARP TOOLS. ONLY DISEASED OR INJURED PLANTS SHALL BE REMOVED.
13. IF ROCK OR OTHER UNDERGROUND OBSTRUCTION IS ENCOUNTERED, THE LANDSCAPE DESIGNER RESERVES THE RIGHT TO RELOCATE OR ENLARGE PLANTING PITS OR DELETE PLANT MATERIAL FROM THE CONTRACT.
14. IF PLANTS ARE PROPOSED WITHIN SIGHT TRIANGLES, TREES SHALL BE LIMBED AND MAINTAINED TO A HEIGHT OF EIGHT FEET (8') ABOVE GRADE, AND SHRUBS, GROUND COVER, PERENNIALS, AND ANNUALS SHALL BE MAINTAINED TO A HEIGHT NOT TO EXCEED TWO FEET (2') ABOVE GRADE UNLESS OTHERWISE NOTED OR SPECIFIED BY THE GOVERNING MUNICIPALITY OR AGENCY.
15. INSTALLATION SHALL OCCUR DURING THE FOLLOWING SEASONS:
    PLANTS (MARCH 15 - DECEMBER 15)
    LAWNS (MARCH 15 - JUNE 15 OR SEPTEMBER 1 - DECEMBER 1)
16. THE FOLLOWING TREES ARE SUSCEPTIBLE TO TRANSPL

**EXHIBIT C**

**FORM LETTER OF CREDIT**

IRREVOCABLE LETTER OF CREDIT NO. _____ AMOUNT: _____

***EXPIRATION DATE:*** _____ ***DATE OF ISSUE:***_____

_____
[Name of Bank]

_____
[Address]

TO: Village of Deerfield
850 Waukegan Road
Deerfield, Illinois 60015
Attention: [*INSERT CONTACT*]

WE HEREBY AUTHORIZE YOU TO DRAW AT SIGHT on this Irrevocable Standby Letter of Credit No. _____ UP TO AN AGGREGATE AMOUNT OF _____ United States Dollars ($_____) for account of 155 Group, LLC (the "Customer").

Drafts under this Letter of Credit shall bear upon their face the words:

"Drawn under _____
Credit No._____ Dated:_____

Drafts may be for all or any portion of the amount of this Letter of Credit, and shall be in the form attached as Exhibit "A" and shall be accompanied by one of the following documents executed by the Village Manager or an individual designated as acting Village Manager:

(a) A written statement on the form attached as Exhibit "B" stating that, conditioned upon proper notice to the Village Manager, Letter of Credit No. _____ will expire within 35 days or less and that the Customer has failed to deliver to the Village Manager evidence of a renewal of Letter of Credit No. _____; or

(b) A written statement on the form attached as Exhibit "C" stating that all or any part of the improvements required to be constructed pursuant to the Subdivision and Development Agreement dated _____, 20___ by and between the Village and 155 Group, LLC (the "Agreement") have not been constructed in accordance with the Agreement; or

(c) A written statement on the form attached as Exhibit "D" stating that all or any part of the costs, payments, permit fees or other fees required to be paid to the Village pursuant to the Agreement have not been paid in accordance with the Agreement; or

(d) A written statement on the form attached as Exhibit "E" stating that all or any portion of the maintenance, repair, or restoration required to be performed pursuant to the Agreement has not been performed in accordance with the Agreement; or

(e) A written statement on the form attached as Exhibit "F" stating that all or any portion of the Customer's undertakings pursuant to the Agreement have not been performed in accordance with the Agreement.

WE HEREBY AGREE with the beneficiary that:

1. Drafts drawn under and in compliance with this Letter of Credit shall be duly honored immediately upon presentation to us if presented on or before the above-stated Expiration Date or presented at our office together with the original of this Letter of Credit on or before that date. Further, one or more drafts may be presented at our office on or before the Expiration Date.

2. If, within three banking days after any draft drawn under this Letter of Credit is presented to us in conformance with the terms of this Letter of Credit, we fail to honor same, we agree to pay all attorneys' fees, court costs and other expenses incurred by the Village in enforcing the terms hereof.

3. This Letter of Credit shall expire on _____, 20____, as stated above; provided, however, that we shall send notice to the Village Manager by certified mail, return receipt requested, or hand-delivered courier at least 35 days prior to said Expiration Date, that this Letter of Credit is about to expire.

4. In no event shall this Letter of Credit or the obligations contained in this Letter of Credit expire except upon the prior written notice required above, it being expressly agreed that the above expiration date shall be extended as shall be required to comply with the prior written notice required in this Letter of Credit.

5. No consent, acknowledgment, or approval of any kind from the Customer shall be necessary or required prior to honoring any draft presented in conformance with the terms of this Letter of Credit.

6. The aggregate amount of this Letter of Credit may be reduced only upon receipt by us of a document executed by the Village Manager stating that the aggregate amount shall be reduced in an amount permitted by the Village's subdivision regulations because of the satisfactory completion of all or part of the improvements required to be constructed pursuant to the Agreement dated _____, 20____ by and between the Village and 155 Group, LLC.

7. This Letter of Credit is irrevocable.

This Letter of Credit shall be governed by and construed in accordance with the Uniform Customs and Practices for ISP 98 of the International Chamber of Commerce (the "***Uniform Customs***"). In the event of a conflict between this Letter of Credit and the Uniform Customs, this Letter of Credit shall control. This Letter of Credit shall be deemed to be a contract made under the laws of the State of Illinois, including, without limitation, Article 5 of the Uniform Commercial Code as in effect in the State of Illinois, and shall, as to matters not governed by the Uniform Customs, be governed by and construed in accordance with the laws of the State of Illinois, without regard to principles of conflicts of law.

AS USED IN THIS LETTER OF CREDIT, THE TERM "BANKING DAY" MEANS ANY DAY OTHER THAN A SATURDAY, SUNDAY, OR A DAY ON WHICH BANKS IN THE STATE OF

ILLINOIS ARE AUTHORIZED OR REQUIRED TO BE CLOSED, AND A DAY ON WHICH PAYMENTS CAN BE EFFECTED ON THE FEDWIRE SYSTEM.

| | |
|---|---|
| _____ | _____ |
| [Signature of Bank Officer] | [Signature of Bank Officer] |
| _____ | _____ |
| [Officer's Title] | [Officer's Title] |

**EXHIBIT "A" TO FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT**

***FORM OF DRAFT***

[To Be Supplied by Issuing Bank]

**EXHIBIT "B" TO FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT**

To:
Attn:

Re: Letter of Credit No. _____

Ladies and Gentlemen:

This is to advise you that Letter of Credit No. _____ dated _____, 20____ in the amount of $_____ will expire within 35 days or less and that _____ has failed to deliver to the Village Manager evidence of a renewal of Letter of Credit No. _____.

Very truly yours,

_____
Village Manager,

**EXHIBIT "C" TO FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT**

To:
Attn:

Re: Letter of Credit No. _____

Ladies and Gentlemen:

This is to advise you that all or any part of the improvements required to be constructed pursuant to the Subdivision and Development Agreement dated _____, 20___ by and between the Village and 155 Group, LLC, have not been constructed in accordance with said Agreement.

Very truly yours,

_____
Village Manager

**EXHIBIT "D" TO FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT**

To:
Attn:

Re: Letter of Credit No. _____

Ladies and Gentlemen:

This is to advise you that all or any part of the costs, payments, permit fees or other fees required to be paid pursuant to the Agreement dated _____, 20___ by and between the Village and 155 Group, LLC, have not been paid in accordance with said Agreement.

Very truly yours,

_____
Village Manager

**EXHIBIT "E" TO FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT**

To:
Attn:

Re: Letter of Credit No. _____

Ladies and Gentlemen:

This is to advise you that all or any part of the maintenance, repair or restoration required to be performed pursuant to the Subdivision and Development Agreement dated _____, 20____ by and between the Village and 155 Group, LLC, have not been performed in accordance with said Agreement.

Very truly yours,

_____
Village Manager

**EXHIBIT "F" TO FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT**

To:
Attn:

Re: Letter of Credit No. _____

Ladies and Gentlemen:

This is to advise you that all or any part of the undertakings of the Customer (as that term is defined in the above-referenced Letter of Credit) pursuant to the Subdivision and Development Agreement dated _____, 20____ by and between the Village and 155 Group, LLC, have not been performed in accordance with said Agreement.

Very truly yours,

_____
Village Manager

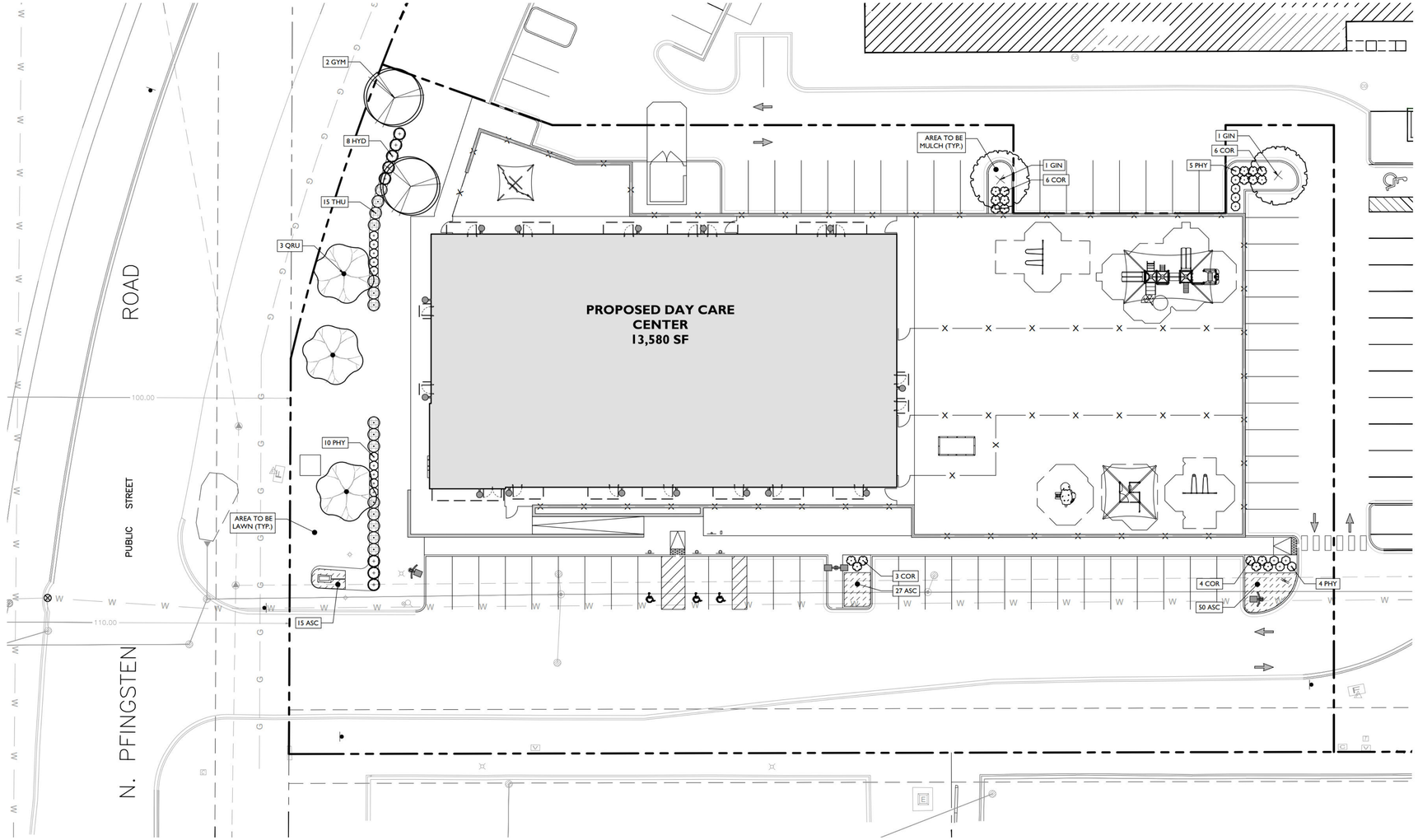
**EXHIBIT D**

**DEMOLITION PLAN**

## PLANT SCHEDULE

| SYMBOL | CODE | QTY | BOTANICAL NAME | COMMON NAME | SIZE | CONTAINER | REMARKS |
|---|---|---|---|---|---|---|---|
| | | | DECIDUOUS TREES | | | | |
| | GIN | 2 | GLEDITSIA TRIACANTHOS INERMIS 'SKYCOLE' | SKYLINE HONEY LOCUST | 3" - 3.5" CAL | B&B | NATIVE (VARIETY) |
| | GYM | 2 | GYMNOCLADUS DIOICUS 'ESPRESSO' | KENTUCKY COFFEETREE | 3" - 3.5" CAL | B&B | NATIVE (VARIETY) |
| | QRU | 3 | QUERCUS RUBRA | NORTHERN RED OAK | 3" - 3.5" CAL | B&B | NATIVE |
| | | | SHRUBS | | | | |
| | COR | 19 | CORNUS SERICEA 'FARROW' | ARCTIC FIRE RED TWIG DOGWOOD | 18" - 24" | POT | NATIVE (VARIETY) |
| | HYD | 8 | HYDRANGEA ARBORESCENS 'ANNABELLE' | ANNABELLE HYDRANGEA | 18" - 24" | POT | NATIVE (VARIETY) |
| | PHY | 19 | PHYSOCARPUS OPULIFOLIUS 'LITTLE DEVIL' | LITTLE DEVIL DWARF NINEBARK | 18" - 24" | POT | NATIVE (VARIETY) |
| | | | EVERGREEN SHRUBS | | | | |
| | THU | 15 | THUJA OCCIDENTALIS 'GOLDEN GLOBE' | GOLDEN GLOBE ARBORVITAE | 18" - 24" | POT | NATIVE (VARIETY) |
| | | | PERENNIALS AND GRASSES | | | | |
| | ASC | 92 | ASCLEPIAS TUBEROSA | BUTTERFLY MILKWEED | 1 GAL. | POT, 24" O.C. | NATIVE |

NOTE: IF ANY DISCREPANCIES OCCUR BETWEEN AMOUNTS SHOWN ON THE LANDSCAPE PLAN AND WITHIN THE PLANT LIST, THE PLAN SHALL DICTATE.




811 Know what's **below** **Call** before you dig.

**IRRIGATION NOTE:**

IRRIGATION CONTRACTOR TO PROVIDE A DESIGN FOR AN IRRIGATION SYSTEM SEPARATING PLANTING BEDS FROM LAWN AREA. PRIOR TO CONSTRUCTION, DESIGN IS TO BE SUBMITTED TO THE PROJECT LANDSCAPE DESIGNER FOR REVIEW AND APPROVAL. WHERE POSSIBLE, DRIP IRRIGATION AND OTHER WATER CONSERVATION TECHNIQUES SUCH AS RAIN SENSORS SHALL BE IMPLEMENTED. CONTRACTOR TO VERIFY MAXIMUM ON SITE DYNAMIC WATER PRESSURE AVAILABLE MEASURED IN PSI. PRESSURE REDUCING DEVICES OR BOOSTER PUMPS SHALL BE PROVIDED TO MEET SYSTEM PRESSURE REQUIREMENTS. DESIGN TO SHOW ALL VALVES, PIPING, HEADS, BACKFLOW PREVENTION, METERS, CONTROLLERS, AND SLEEVES WITHIN HARDSCAPE AREAS.

**LANDSCAPING NOTES**

1. THE CONTRACTOR SHALL RESTORE ALL DISTURBED GRASS AND LANDSCAPED AREAS TO MATCH EXISTING CONDITIONS UNLESS INDICATED OTHERWISE WITHIN THE PLAN SET.
2. THE CONTRACTOR SHALL RESTORE ALL DISTURBED LAWN AREAS WITH A MINIMUM 4 INCH LAYER OF TOPSOIL AND SEED.
3. THE CONTRACTOR SHALL RESTORE MULCH AREAS WITH A MINIMUM 3 INCH LAYER OF MULCH .
4. THE MAXIMUM SLOPE ALLOWABLE IN LANDSCAPE RESTORATION AREAS SHALL BE 3 FEET HORIZONTAL TO 1 FOOT VERTICAL (3:1 SLOPE) UNLESS INDICATED OTHERWISE WITHIN THE PLAN SET.
5. THE CONTRACTOR IS REQUIRED TO LOCATE ALL SPRINKLER HEADS IN AREA OF LANDSCAPING DISTURBANCE PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL RELOCATE SPRINKLER HEADS AND LINES IN ACCORDANCE WITH OWNER'S DIRECTION WITHIN AREAS OF DISTURBANCE.
6. THE CONTRACTOR SHALL ENSURE THAT ALL DISTURBED LANDSCAPED AREAS ARE GRADED TO MEET FLUSH AT THE ELEVATION OF WALKWAYS AND TOP OF CURB ELEVATIONS EXCEPT UNLESS INDICATED OTHERWISE WITHIN THE PLAN SET. NO ABRUPT CHANGES IN GRADE ARE PERMITTED IN DISTURBED LANDSCAPING AREAS.

20' 0' 20' 40'
GRAPHIC SCALE IN FEET
1" = 20'

| ISSUE | DATE | BY | DESCRIPTION |
|---|---|---|---|
| 6 | 06/01/2026 | JRC | REVISED PER BUILD REVIEW |
| 5 | 03/06/2026 | JRC | REVISED PER VILLAGE ENGINEERING REVIEW #2 |
| 4 | 02/17/2026 | JRC | REVISED PER VILLAGE ENGINEERING REVIEW #1 |
| 3 | 12/09/2025 | JS/JRC | SUBMISSION FOR ENGINEERING APPROVAL |
| 2 | 09/03/2025 | NL | PHOTOMETRIC PLAN FOR FINAL PUD APPROVAL |
| 1 | 06/27/2025 | MU | LANDSCAPING PLAN FOR PRELIMINARY PUD APPROVAL |

NOT APPROVED FOR CONSTRUCTION


STONEFIELD engineering & design
Birmingham, MI · New York, NY · Salem, MA
Princeton, NJ · Tampa, FL · Rutherford, NJ
www.stonefieldeng.com
555 S. Old Woodward Avenue, Suite 12L, Birmingham, MI 48009
Phone 248.247.1115


SITE DEVELOPMENT PLANS

# PRIMROSE SCHOOLS

## PROPOSED DAY CARE

PIN: 16-23-204-018
135 N. PFINGSTEN ROAD
VILLAGE OF DEERFIELD
LAKE COUNTY, ILLINOIS 60015

JONATHAN REID COOKSEY — LICENSED PROFESSIONAL ENGINEER — No. 062061544 — STATE OF ILLINOIS
JONATHAN REID COOKSEY, P.E.
ILLINOIS LICENSE No. 062061544
LICENSE EXPIRATION: 11/30/2027

STONEFIELD engineering & design

SCALE: 1" = 20' | PROJECT ID: DET-250271

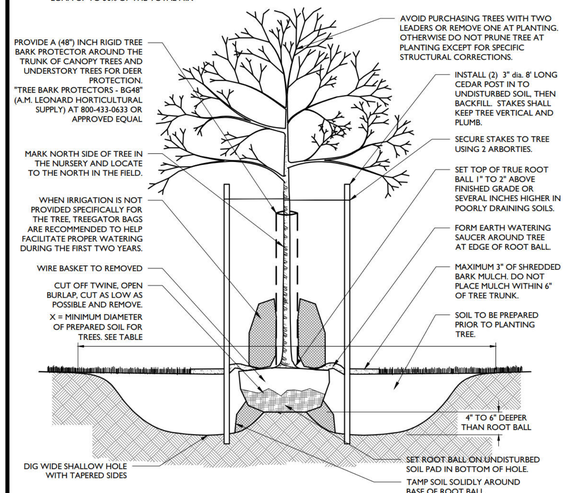
TITLE: LANDSCAPING PLAN

DRAWING: C-8.0

V:\DET\2025\DET-250271 CASCO - 135 NORTH PFINGSTEN ROAD, DEERFIELD, IL\CAD\PLOT\PDF\PLANSET.DWG

NOTES:

1. FOR CONTAINER-GROWN TREES, USE FINGERS OR SMALL HAND TOOLS TO PULL THE ROOTS OUT OF THE OUTER LAYER OF POTTING SOIL; THEN CUT OR PULL APART ANY ROOTS CIRCLING THE PERIMETER OF THE CONTAINER.
2. THOROUGHLY SOAK THE TREE ROOT BALL AND ADJACENT PREPARED SOIL SEVERAL TIMES DURING THE FIRST MONTH AFTER PLANTING AND REGULARLY THROUGHOUT THE FOLLOWING TWO SUMMERS.
3. SOIL AMENDMENTS:
   - MODIFY HEAVY CLAY OR SILT SOILS (MORE THAN 40% CLAY OR SILT) BY ADDING COMPOSTED PINE BARK (UP TO 30% BY VOLUME) OR GYPSUM
   - MODIFY EXTREMELY SANDY SOILDS (MORE THAN 85% SAND) BY ADDING ORGANIC MATTER AND/OR DRY, SHREDDED CLAY LOAM UP TO 30% OF THE TOTAL MIX



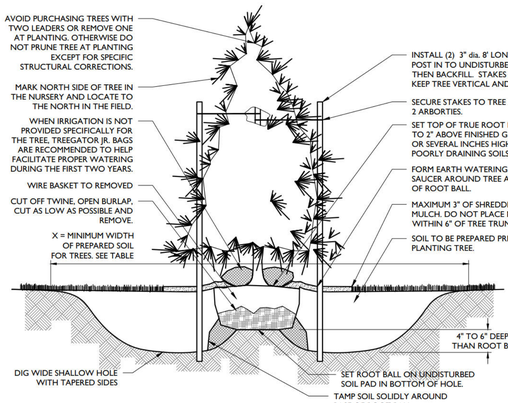

## DECIDUOUS TREE PLANTING DETAIL

NOT TO SCALE

1

NOTES:

1. FOR CONTAINER-GROWN TREES, USE FINGERS OR SMALL HAND TOOLS TO PULL THE ROOTS OUT OF THE OUTER LAYER OF POTTING SOIL; THEN CUT OR PULL APART ANY ROOTS CIRCLING THE PERIMETER OF THE CONTAINER.
2. THOROUGHLY SOAK THE TREE ROOT BALL AND ADJACENT PREPARED SOIL SEVERAL TIMES DURING THE FIRST MONTH AFTER PLANTING AND REGULARLY THROUGHOUT THE FOLLOWING TWO SUMMERS.
3. SOIL AMENDMENTS:
   - MODIFY HEAVY CLAY OR SILT SOILS (MORE THAN 40% CLAY OR SILT) BY ADDING COMPOSTED PINE BARK (UP TO 30% BY VOLUME) OR GYPSUM
   - MODIFY EXTREMELY SANDY SOILS (MORE THAN 85% SAND) BY ADDING ORGANIC MATTER AND/OR DRY, SHREDDED CLAY LOAM UP TO 30% OF THE TOTAL MIX

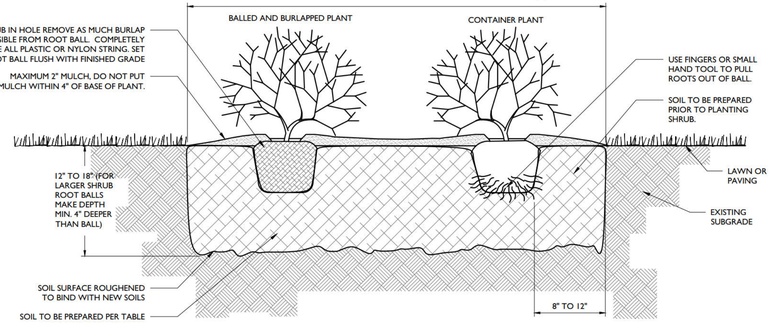



## CONIFEROUS TREE PLANTING DETAIL

NOT TO SCALE

2

PREPARE SOIL IN THE ENTIRE BED USING PROCEDURES OUTLINED IN TABLE (X)




## DECIDUOUS AND EVERGREEN SHRUB PLANTING DETAIL

NOT TO SCALE

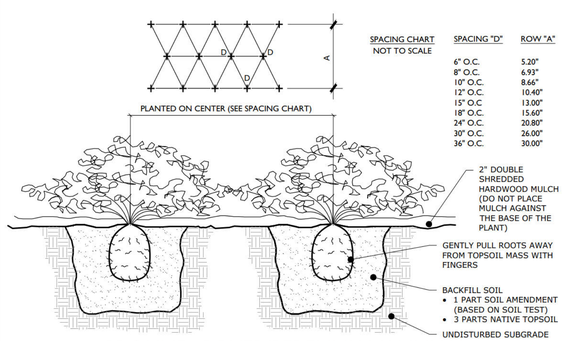
3

NOTES:

1. FOR THE CONTAINER-GROWN SHRUBS, USE FINGERS OR SMALL HAND TOOL TO PULL THE ROOTS OUT OF THE OUTER LAYER OF POTTING SOIL; THEN CUT OR PULL APART ANY ROOTS CIRCLING THE PERIMETER OF THE CONTAINER.
2. THOROUGHLY SOAK THE SHRUB ROOT BALL AND ADJACENT PREPARED SOIL SEVERAL TIMES DURING THE FIRST MONTH AFTER PLANTING AND REGULARLY THROUGHOUT THE FOLLOWING TWO SUMMERS.
   - MODIFY HEAVY CLAY OR SILT SOILS (MORE THAN 40% CLAY OR SILT) BY ADDING COMPOSTED PINE BARK (UP TO 30% BY VOLUME) OR GYPSUM
   - MODIFY EXTREMELY SANDY SOILS (MORE THAN 85% SAND) BY ADDING ORGANIC MATTER AND/OR DRY, SHREDDED CLAY LOAM UP TO 30% OF THE TOTAL

NOTES:

1. THOROUGHLY SOAK THE GROUND COVER ROOT BALL AND ADJACENT PREPARED SOIL SEVERAL TIMES DURING THE FIRST MONTH AFTER PLANTING AND REGULARLY THROUGHOUT THE FOLLOWING TWO SUMMERS.
2. SOIL AMENDMENTS:
   - MODIFY HEAVY CLAY OR SILT SOILDS (MORE THAN 40% CLAY OR SILT) BY ADDING COMPOSTED PINE BARK (UP TO 30% BY VOLUME) OR GYPSUM
   - MODIFY EXTREMELY SANDY SOILDS (MORE THAN 85% SAND) BY ADDING ORGANIC MATTER AND/OR DRY, SHREDDED CLAY LOAM UP TO 30% OF THE TOTAL MIX
3. ALL GROUND COVER AREAS SHALL BE TREATED WITH A PRE-EMERGENT PER MANUFACTURER'S SPECIFICATIONS



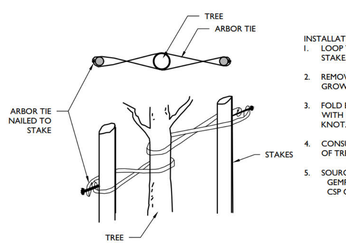

SPACING CHART
NOT TO SCALE

| SPACING "D" | ROW "A" |
|---|---|
| 6" O.C. | 5.20" |
| 8" O.C. | 6.93" |
| 10" O.C. | 8.66" |
| 12" O.C. | 10.40" |
| 15" O.C. | 13.00" |
| 18" O.C. | 15.60" |
| 24" O.C. | 20.80" |
| 30" O.C. | 26.00" |
| 36" O.C. | 30.00" |

## GROUND COVER/PERENNIAL/ANNUAL PLANTING DETAIL

NOT TO SCALE

4




INSTALLATION GUIDELINES:

1. LOOP TIE AROUND TREE AND NAIL TO CEDAR STAKE.
2. REMOVE ALL STAKING AND TIES AT END OF FIRST GROWING SEASON.
3. FOLD ENDS OF ARBORTIE BACK. SECURE TO STAKES WITH 1" GALVANIZED ROOFING NAIL OR USE A KNOT.
4. CONSULT LANDSCAPE ARCHITECT FOR STAKING OF TREES LARGER THAN 6".
5. SOURCES INCLUDE:
   GEMPLERS 1-800-332-6744 or GEMPLERS.COM
   CSP OUTDOORS 1-800-592-6940 or CSPOUTDOORS.COM

## ARBORTIE DETAIL

NOT TO SCALE

5

### GENERAL LANDSCAPING NOTES:

1. THE LANDSCAPE CONTRACTOR SHALL FURNISH ALL MATERIALS AND PERFORM ALL WORK IN ACCORDANCE WITH THESE SPECIFICATIONS, APPROVED OR FINAL DRAWINGS, AND INSTRUCTIONS PROVIDED BY THE PROJECT LANDSCAPE DESIGNER, MUNICIPAL OFFICIALS, OR OWNER/OWNER'S REPRESENTATIVE. ALL WORK COMPLETED AND MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH THE INTENTION OF THE SPECIFICATIONS, DRAWINGS, AND INSTRUCTIONS AND EXECUTED WITH THE STANDARD LEVEL OF CARE FOR THE LANDSCAPE INDUSTRY.
2. WORK MUST BE CARRIED OUT ONLY DURING WEATHER CONDITIONS FAVORABLE TO LANDSCAPE CONSTRUCTION AND TO THE HEALTH AND WELFARE OF PLANTS. THE SUITABILITY OF SUCH WEATHER CONDITIONS SHALL BE DETERMINED BY THE PROJECT LANDSCAPE DESIGNER OR GOVERNING MUNICIPAL OFFICIAL.
3. IT IS THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR, BEFORE ORDERING OR PURCHASING MATERIALS, TO PROVIDE SAMPLES OF THOSE MATERIALS TO THE PROJECT LANDSCAPE DESIGNER OR GOVERNING MUNICIPAL OFFICIAL FOR APPROVAL, IF SO REQUESTED.
4. IF SAMPLES ARE REQUESTED, THE LANDSCAPE CONTRACTOR IS TO SUBMIT CERTIFICATION TAGS FROM TREES, SHRUBS AND SEED VERIFYING TYPE AND PURITY.
5. UNLESS OTHERWISE AUTHORIZED BY THE PROJECT LANDSCAPE DESIGNER OR GOVERNING MUNICIPAL OFFICIAL, THE LANDSCAPE CONTRACTOR SHALL PROVIDE NOTICE AT LEAST FORTY-EIGHT HOURS (48 HRS.) IN ADVANCE OF THE ANTICIPATED DELIVERY DATE OF PLANT MATERIALS TO THE PROJECT SITE. A LEGIBLE COPY OF THE INVOICE, SHOWING VARIETIES AND SIZES OF MATERIALS INCLUDED FOR EACH SHIPMENT SHALL BE FURNISHED TO THE PROJECT LANDSCAPE DESIGNER, OR GOVERNING MUNICIPAL OFFICIAL.
6. THE PROJECT LANDSCAPE DESIGNER OR GOVERNING MUNICIPAL OFFICIAL RESERVES THE RIGHT TO INSPECT AND REJECT PLANTS AT ANY TIME AND AT ANY PLACE.

### PROTECTION OF EXISTING VEGETATION NOTES:

1. BEFORE COMMENCING WORK, ALL EXISTING VEGETATION WHICH COULD BE IMPACTED AS A RESULT OF THE PROPOSED CONSTRUCTION ACTIVITIES MUST BE PROTECTED FROM DAMAGE BY THE INSTALLATION OF TREE PROTECTION FENCING. FENCING SHALL BE LOCATED AT THE DRIP-LINE OR LIMIT OF DISTURBANCE AS DEPICTED WITHIN THE APPROVED OR FINAL PLAN SET, ESTABLISHING THE TREE PROTECTION ZONE. NO TREE INSTALLATION SHALL BE IN ACCORDANCE WITH THE PROVIDED "TREE PROTECTION FENCE DETAIL." NO WORK MAY BEGIN UNTIL THIS REQUIREMENT IS FULFILLED. THE FENCING SHALL BE INSPECTED REGULARLY BY THE LANDSCAPE CONTRACTOR AND MAINTAINED UNTIL ALL CONSTRUCTION ACTIVITIES HAVE BEEN COMPLETED.
2. IN ORDER TO AVOID DAMAGE TO ROOTS, BARK OR LOWER BRANCHES, NO VEHICLE, EQUIPMENT, DEBRIS, OR OTHER MATERIALS SHALL BE DRIVEN, PARKED OR PLACED WITHIN THE TREE PROTECTION ZONE. ALL ON-SITE CONTRACTORS SHALL USE ANY AND ALL PRECAUTIONARY MEASURES WHEN PERFORMING WORK AROUND TREES, WALKS, PAVEMENTS, UTILITIES, AND ANY OTHER FEATURES EITHER EXISTING OR PREVIOUSLY INSTALLED UNDER THIS CONTRACT.
3. IN RARE INSTANCES WHERE EXCAVATING, FILL, OR GRADING IS REQUIRED WITHIN THE DRIP-LINE OF TREES TO REMAIN, THE WORK SHALL BE PERFORMED AS FOLLOWS:
   - TRENCHING: WHEN TRENCHING OCCURS AROUND TREES TO REMAIN, THE TREE ROOTS SHALL NOT BE CUT, BUT THE TRENCH SHALL BE TUNNELED UNDER OR AROUND THE ROOTS BY CAREFUL HAND DIGGING AND WITHOUT INJURY TO THE ROOTS. NO ROOTS, LIMBS, OR WOODS ARE TO HAVE ANY PAINT OR MATERIAL APPLIED TO ANY SURFACE.
   - RAISING GRADES: WHEN THE GRADE AT AN EXISTING TREE IS BELOW THE NEW FINISHED GRADE, AND FILL NOT EXCEEDING 6 INCHES (6") IS REQUIRED, CLEAN, WASHED GRAVEL FROM ONE TO TWO INCHES (1" - 2") IN SIZE SHALL BE PLACED DIRECTLY AROUND THE TREE TRUNK. THE GRAVEL SHALL EXTEND OUT FROM THE TRUNK ON ALL SIDES A MINIMUM OF 18 INCHES (18") AND FINISH APPROXIMATELY TWO INCHES (2") ABOVE THE FINISH GRADE AT TREE. INSTALL GRAVEL BEFORE ANY EARTH FILL IS PLACED. NEW EARTH FILL SHALL NOT BE LEFT IN CONTACT WITH THE TRUNK OF ANY TREE REQUIRING FILL. WHERE FILL EXCEEDING 6 INCHES (6") IS REQUIRED, A DRY LAID TREE WELL SHALL BE CONSTRUCTED. IF APPLICABLE, TREE WELL INSTALLATION SHALL BE IN ACCORDANCE WITH THE PROVIDED "TREE WELL DETAIL."
   - LOWERING GRADES: EXISTING TREES LOCATED IN AREAS WHERE THE NEW FINISHED GRADE IS TO BE LOWERED, SHALL HAVE RE-GRADING WORK DONE BY HAND TO THE INDICATED ELEVATION, NO GREATER THAN SIX INCHES (6"). ROOTS SHALL BE CUT CLEANLY THREE INCHES (3") BELOW FINISHED GRADE UNDER THE DIRECTION OF A LICENSED ARBORIST. WHERE CUT EXCEEDING 6 INCHES (6") IS REQUIRED, A DRY LAID RETAINING WALL SHALL BE CONSTRUCTED. IF APPLICABLE, THE RETAINING WALL INSTALLATION SHALL BE IN ACCORDANCE WITH THE PROVIDED "TREE RETAINING WALL DETAIL."

### SOIL PREPARATION AND MULCH NOTES:

1. LANDSCAPE CONTRACTOR SHALL OBTAIN A SOIL TEST OF THE IN-SITU TOPSOIL BY A CERTIFIED SOIL LABORATORY PRIOR TO PLANTING. LANDSCAPE CONTRACTOR SHALL ALLOW FOR A TWO WEEK TURNAROUND TIME FROM SUBMITTAL OF SAMPLE TO NOTIFICATION OF RESULTS.
2. BASED ON SOIL TEST RESULTS, ADJUST THE RATES OF LIME AND FERTILIZER THAT SHALL BE MIXED INTO THE TOP SIX INCHES (6") OF TOPSOIL. THE LIME AND FERTILIZER RATES PROVIDED WITHIN THE "SEED SPECIFICATION" OR "SOD SPECIFICATION" IS APPROXIMATE AND FOR BIDDING PURPOSES ONLY. IF ADDITIONAL AMENDMENTS ARE NECESSARY, ADJUST THE TOPSOIL AS FOLLOWS:
   - MODIFY HEAVY CLAY OR SILT SOILS (MORE THAN 40% CLAY OR SILT) BY ADDING COMPOSTED PINE BARK (UP TO 30% BY VOLUME) OR GYPSUM.
   - MODIFY EXTREMELY SANDY SOILS (MORE THAN 85%) BY ADDING ORGANIC MATTER AND/OR DRY, SHREDDED CLAY LOAM UP TO 30% OF THE TOTAL MIX.
3. TOPSOIL SHALL BE FERTILE, FRIABLE, NATURAL TOPSOIL OF LOAMING CHARACTER, WITHOUT ADMIXTURE OF SUBSOIL MATERIAL OBTAINED FROM A WELL-DRAINED ARABLE SITE, FREE FROM ALL CLAY, LUMPS, COARSE SANDS, STONES, PLANTS, ROOTS, STICKS, AND OTHER FOREIGN MATERIAL GREATER THAN ONE INCH (1").
4. TOPSOIL SHALL HAVE A PH RANGE OF 5.0-7.0 AND SHALL NOT CONTAIN LESS THAN 6% ORGANIC MATTER BY WEIGHT.
5. OBTAIN TOPSOIL ONLY FROM LOCAL SOURCES OR FROM AREAS HAVING SIMILAR SOIL CHARACTERISTICS TO THAT FOUND AT THE PROJECT SITE.
6. CONTRACTOR SHALL PROVIDE A SIX INCH (6") DEEP LAYER OF TOPSOIL IN ALL PLANTING AREAS. TOPSOIL SHALL BE SPREAD OVER A PREPARED SURFACE IN A UNIFORM LAYER TO ACHIEVE THE DESIRED COMPACTED THICKNESS. THE SPREADING OF TOPSOIL SHALL NOT BE CONDUCTED UNDER MUDDY OR FROZEN SOIL CONDITIONS.
7. UNLESS OTHERWISE NOTED IN THE CONTRACT, THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION OF TOPSOIL AND THE ESTABLISHMENT OF FINE-GRADING WITHIN THE DISTURBED AREA OF THE SITE.
8. LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE SUB-GRADE ELEVATION MEETS THE FINISHED GRADE ELEVATION (LESS THE REQUIRED TOPSOIL) IN ACCORDANCE WITH THE APPROVED OR FINAL GRADING PLAN.
9. ALL LAWN AND PLANTING AREAS SHALL BE GRADED TO A SMOOTH, EVEN AND UNIFORM PLANE WITH NO ABRUPT CHANGE OF SURFACE AS DEPICTED WITHIN THE APPROVED OR FINAL CONSTRUCTION SET UNLESS OTHERWISE DIRECTED BY THE PROJECT LANDSCAPE DESIGNER OR MUNICIPAL OFFICIAL.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROPER SURFACE AND SUBSURFACE PLANT BED DRAINAGE PRIOR TO THE INSTALLATION OF PLANTINGS. IF POOR DRAINAGE CONDITIONS EXIST, CORRECTIVE ACTION SHALL BE TAKEN PRIOR TO INSTALLATION. ALL PLANTING AND LAWN AREAS SHALL BE GRADED AND MAINTAINED TO ALLOW A FREE FLOW OF SURFACE WATER.
11. DOUBLE SHREDDED HARDWOOD MULCH OR APPROVED EQUAL SHALL BE USED AS A THREE INCH (3") TOP DRESSING IN ALL SHRUB PLANTING BEDS AND AROUND ALL TREES PLANTED BY LANDSCAPE CONTRACTOR. GROUND COVER, PERENNIAL, AND ANNUAL PLANTING BEDS SHALL BE MULCHED WITH A TWO INCH (2") TOP DRESSING. SINGLE TREES OR SHRUBS SHALL BE MULCHED TO AVOID CONTACT WITH TRUNK OR PLANT STEM. MULCH SHALL BE OF SUFFICIENT CHARACTER AS NOT TO BE EASILY DISPLACED BY WIND OR WATER RUNOFF.
12. WHENEVER POSSIBLE, THE SOIL PREPARATION AREA SHALL BE CONNECTED FROM PLANTING TO PLANTING.
13. SOIL SHALL BE LOOSENED WITH A BACKHOE OR OTHER LARGE COARSE-TILING EQUIPMENT UNLESS THE SOIL IS FROZEN OR EXCESSIVELY WET. TILING THAT PRODUCES LARGE, COARSE CHUNKS OF SOIL IS PREFERABLE TO TILING THAT RESULTS IN FINE GRAINS UNIFORM IN TEXTURE. AFTER THE AREA IS LOOSENED IT SHALL NOT BE DRIVEN OVER BY ANY VEHICLE.
14. APPLY PRE-EMERGENT WEED CONTROL TO ALL PLANT BEDS PRIOR TO MULCHING. ENSURE COMPATIBILITY BETWEEN PRODUCT AND PLANT MATERIAL.
15. ALL PLANTING SOIL SHALL BE AMENDED WITH THE FOLLOWING:

MYCRO® TREE SAVER - A DRY GRANULAR MYCORRHIZAL FUNGI INOCULANT THAT IS MIXED IN THE BACKFILL WHEN PLANTING TREES AND SHRUBS. IT CONTAINS SPORES OF BOTH ECTOMYCORRHIZAL AND VA MYCORRHIZAL FUNGI (VAM), BENEFICIAL RHIZOSPHERE BACTERIA, TERRA-SORB SUPERABSORBENT HYDROGEL TO REDUCE WATER LEACHING, AND SELECTED ORGANIC MICROBIAL NUTRIENTS.

- DIRECTIONS FOR USE: USE 3-OZ PER EACH FOOT DIAMETER OF THE ROOT BALL, OR 3-OZ PER INCH CALIPER. MIX INTO THE BACKFILL WHEN TRANSPLANTING TREES AND SHRUBS. MIX PRODUCT IN A RING-SHAPED VOLUME OF SOIL AROUND THE UPPER PORTION OF THE ROOT BALL, EXTENDING FROM THE SOIL SURFACE TO A DEPTH OF ABOUT 8 INCHES, AND EXTENDING OUT FROM THE ROOT BALL ABOUT 8 INCHES INTO THE BACKFILL APPLY WATER TO SOIL SATURATION.
- MYCORB TREE SAVER® IS EFFECTIVE FOR ALL TREE AND SHRUB SPECIES EXCEPT RHODODENDRONS, AZALEAS, AND MOUNTAIN LAUREL, WHICH REQUIRE ERICOID MYCORRHIZAE.
- SOIL PH: THE FUNGI IN THIS PRODUCT WERE CHOSEN BASED ON THEIR ABILITY TO SURVIVE AND COLONIZE PLANT ROOTS IN A PH RANGE OF 3 TO 9.
- FUNGICIDES: THE USE OF CERTAIN FUNGICIDES CAN HAVE A DETRIMENTAL EFFECT ON THE INOCULATION PROGRAM. SOIL APPLICATION OF ANY FUNGICIDE IS NOT RECOMMENDED FOR TWO WEEKS AFTER APPLICATION.
- OTHER PESTICIDES: HERBICIDES AND INSECTICIDES DO NOT NORMALLY INTERFERE WITH MYCORRHIZAL FUNGAL DEVELOPMENT, BUT MAY INHIBIT THE GROWTH OF SOME TREE AND SHRUB SPECIES IF NOT USED PROPERLY.

HEALTHY START MACRO TABS 12-8-8

- FERTILIZER TABLETS ARE PLACED IN THE UPPER 4 INCHES OF BACKFILL SOIL WHEN PLANTING TREES AND SHRUBS.
- TABLETS ARE FORMULATED FOR LONG-TERM RELEASE BY SLOW BIODEGRADATION, AND LAST UP TO 2 YEARS AFTER PLANTING. TABLETS CONTAIN 12-8-8 NPK FERTILIZER, AS WELL AS A MINIMUM OF SEVEN PERCENT (7%) HUMIC ACID BY WEIGHT, MICROBIAL NUTRIENTS DERIVED FROM SEA KELP, PROTEIN BYPRODUCTS, AND YUCCA SCHIDIGERA, AND A COMPLEMENT OF BENEFICIAL RHIZOSPHERE BACTERIA. THE STANDARD 21 GRAM TABLET IS SPECIFIED HERE. DIRECTIONS FOR USE: FOR PLANTING BALLED & BURLAPPED (B&B) TREES AND SHRUBS, MEASURE THE THICKNESS OF THE TRUNK, AND USE ABOUT 1 TABLET (21-G) PER HALF-INCH. PLACE THE TABLETS DIRECTLY NEXT TO THE ROOT BALL, EVENLY DISTRIBUTED AROUND ITS PERIMETER, AT A DEPTH OF ABOUT 4 INCHES.

### IRRIGATION DURING ESTABLISHMENT

| SIZE AT PLANTING | IRRIGATION FOR VITALITY | IRRIGATION FOR SURVIVAL |
|---|---|---|
| < 2" CALIPER | DAILY FOR TWO WEEKS, EVERY OTHER DAY FOR TWO MONTHS, WEEKLY UNTIL ESTABLISHED | TWO TO THREE TIMES WEEKLY FOR TWO TO THREE MONTHS |
| 2"-4 CALIPER | DAILY FOR ONE MONTH, EVERY OTHER DAY FOR THREE MONTHS, WEEKLY UNTIL ESTABLISHED | TWO TO THREE TIMES WEEKLY FOR THREE TO FOUR MONTHS |
| 4 >" CALIPER | DAILY FOR SIX WEEKS, EVERY OTHER DAY FOR FIVE MONTHS, WEEKLY UNTIL ESTABLISHED | TWICE WEEKLY FOR FOUR TO FIVE MONTHS |

TABLE NOTES:
1. AT EACH IRRIGATION, APPLY TWO TO THREE GALLONS PER INCH TRUNK CALIPER TO THE ROOT BALL SURFACE. APPLY IT IN A MANNER SO ALL WATER SOAKS THE ENTIRE ROOT BALL. DO NOT WATER IF ROOT BALL IS WET/SATURATED ON THE IRRIGATION DAY.

2. WHEN IRRIGATING FOR VITALITY, DELETE DAILY IRRIGATION WHEN PLANTING IN WINTER OR WHEN PLANTING IN COOL CLIMATES. ESTABLISHMENT TAKES THREE TO FOUR MONTHS PER INCH TRUNK CALIPER. NEVER APPLY IRRIGATION IF THE SOIL IS SATURATED.

3. WHEN IRRIGATION FOR SURVIVAL, TREES TAKE MUCH LONGER TO ESTABLISH THAN REGULARLY IRRIGATED TREES. IRRIGATION MAY BE REQUIRED IN THE NORMAL HOT, DRY PORTIONS OF THE FOLLOWING YEAR.

### PLANT QUALITY AND HANDLING NOTES:

1. ALL PLANT MATERIAL SHALL CONFORM TO THE AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1-2004) OR LATEST REVISION AS PUBLISHED BY THE AMERICAN NURSERY AND LANDSCAPE ASSOCIATION.
2. IN ALL CASES, BOTANICAL NAMES LISTED WITHIN THE APPROVED OR FINAL PLANT LIST SHALL TAKE PRECEDENCE OVER COMMON NAMES.
3. ALL PLANTS SHALL BE OF SELECTED SPECIMEN QUALITY, EXCEPTIONALLY HEAVY, TIGHTLY KNIT, SO TRAINED OR FAVORED IN THEIR DEVELOPMENT AND APPEARANCE AS TO BE SUPERIOR IN FORM, NUMBER OF BRANCHES, COMPACTNESS AND SYMMETRY. ALL PLANTS SHALL HAVE A NORMAL HABIT OR SOUND, HEALTHY, VIGOROUS PLANTS WITH WELL DEVELOPED ROOT SYSTEM. PLANTS SHALL BE FREE OF DISEASE, INSECT PESTS, EGGS OR LARVAE.
4. PLANTS SHALL NOT BE PRUNED BEFORE DELIVERY. TREES WITH ABRASION OF THE BARK, SUNSCALDS, DISFIGURING KNOTS OR FRESH CUTS OF LIMBS OVER ONE AND ONE-FOURTH INCHES (1-1/4") WHICH HAVE NOT COMPLETELY CALLOUSED SHALL BE REJECTED.
5. ALL PLANTS SHALL BE TYPICAL OF THEIR SPECIES OR VARIETY AND SHALL HAVE A NORMAL HABIT OF GROWTH AND BE LEGIBLY TAGGED WITH THE PROPER NAME AND SIZE.
6. THE ROOT SYSTEM OF EACH PLANT SHALL BE WELL PROVIDED WITH FIBROUS ROOTS. ALL PARTS SHALL BE SOUND, HEALTHY, VIGOROUS, WELL-BRANCHED AND DENSELY FOLIATED WHEN IN LEAF.
7. ALL PLANTS DESIGNATED BALL AND BURLAP (B&B) MUST BE MOVED WITH THE ROOT SYSTEM AS SOLID UNITS WITH BALLS OF EARTH FIRMLY WRAPPED WITH BURLAP. THE DIAMETER AND DEPTH OF THE BALLS OF EARTH MUST BE SUFFICIENT TO ENCOMPASS THE FIBROUS ROOT FEEDING SYSTEMS NECESSARY FOR THE HEALTHY DEVELOPMENT OF THE PLANT. NO PLANT SHALL BE ACCEPTED WHEN THE BALL OF EARTH SURROUNDING ITS ROOTS HAS BEEN BADLY CRACKED OR BROKEN PREPARATORY TO OR DURING THE PROCESS OF PLANTING. THE BALLS SHALL REMAIN INTACT DURING ALL OPERATIONS. ALL PLANTS THAT CANNOT BE PLANTED AT ONCE MUST BE HEELED-IN BY SETTING IN THE GROUND AND COVERING THE BALLS WITH SOIL OR MULCH AND THEN WATERING. HEMP BURLAP AND TWINE IS PREFERABLE TO TREATED. IF TREATED BURLAP IS USED, ALL TWINE IS TO BE CUT FROM AROUND THE TRUNK AND ALL BURLAP IS TO BE REMOVED.
8. PLANTS TRANSPORTED TO THE PROJECT IN OPEN VEHICLES SHALL BE COVERED WITH TARPS OR OTHER SUITABLE COVERS SECURELY FASTENED TO THE BODY OF THE VEHICLE TO PREVENT INJURY TO THE PLANTS. CLOSED VEHICLES SHALL BE ADEQUATELY VENTILATED TO PREVENT OVERHEATING OF THE PLANTS. EVIDENCE OF INADEQUATE PROTECTION FOLLOWING DIGGING, CARELESSNESS WHILE IN TRANSIT OR IMPROPER HANDLING OR STORAGE SHALL BE CAUSE FOR REJECTION OF PLANT MATERIAL. ALL PLANTS SHALL BE KEPT MOIST, FRESH, AND PROTECTED. SUCH PROTECTION SHALL ENCOMPASS THE ENTIRE PERIOD DURING WHICH THE PLANTS ARE IN TRANSIT, BEING HANDLED, OR ARE IN TEMPORARY STORAGE.
9. ALL PLANT MATERIAL SHALL BE INSTALLED IN ACCORDANCE WITH THE CORRESPONDING LANDSCAPE PLAN AND PLANTING DETAILS.
10. LANDSCAPE CONTRACTOR SHALL MAKE BEST EFFORT TO INSTALL PLANTINGS ON THE SAME DAY AS DELIVERY. IF PLANTS ARE NOT PLANTED IMMEDIATELY ON SITE, PROPER CARE SHALL BE TAKEN TO PLACE THE PLANTINGS IN PARTIAL SHADE WHEN POSSIBLE. THE ROOT BALL SHALL BE KEPT MOIST AT ALL TIMES AND COVERED WITH MOISTENED MULCH OR AGED WOODCHIPS. PROPER IRRIGATION SHALL BE SUPPLIED SO AS TO NOT ALLOW THE ROOT BALL TO DRY OUT. PLANTINGS SHALL BE UNTIED AND PROPER SPACING SHALL BE ALLOTTED FOR AIR CIRCULATION AND TO PREVENT DISEASE, WILTING, AND LEAF LOSS. PLANTS THAT REMAIN UNPLANTED FOR A PERIOD OF TIME GREATER THAN THREE (3) DAYS SHALL BE HEALED IN WITH TOPSOIL OR MULCH AND WATERED AS REQUIRED TO PRESERVE ROOT MOISTURE.
11. NO PLANT MATERIAL SHALL BE PLANTED IN MUDDY OR FROZEN SOIL.
12. PLANTS WITH INJURED ROOTS OR BRANCHES SHALL BE PRUNED PRIOR TO PLANTING UTILIZING CLEAN, SHARP TOOLS. ONLY DISEASED OR INJURED PLANTS SHALL BE REMOVED.
13. IF ROCK OR OTHER UNDERGROUND OBSTRUCTION IS ENCOUNTERED, THE LANDSCAPE DESIGNER RESERVES THE RIGHT TO RELOCATE OR ENLARGE PLANTING PITS OR DELETE PLANT MATERIAL FROM THE CONTRACT.
14. IF PLANTS ARE PROPOSED WITHIN SIGHT TRIANGLES, TREES SHALL BE LIMBED AND MAINTAINED TO A HEIGHT OF EIGHT FEET (8') ABOVE GRADE, AND SHRUBS, GROUND COVER, PERENNIALS, AND ANNUALS SHALL BE MAINTAINED TO A HEIGHT NOT TO EXCEED TWO FEET (2') ABOVE GRADE UNLESS OTHERWISE NOTED OR SPECIFIED BY THE GOVERNING MUNICIPALITY OR AGENCY.
15. INSTALLATION SHALL OCCUR DURING THE FOLLOWING SEASONS:
    PLANTS (MARCH 15 - DECEMBER 15)
    LAWNS (MARCH 15 - JUNE 15 OR SEPTEMBER 1 - DECEMBER 1)
16. THE FOLLOWING TREES ARE SUSCEPTIBLE TO TRANSPL

**EXHIBIT E**

**OPERATIONS AND RECIPROCAL EASEMENT AGREEMENT**

PREPARED BY AND
WHEN RECORDED RETURN TO:

Talia Lissner, Esq.
c/o 155 Group, LLC
1030 W. Chicago Ave.
Suite 300
Chicago, IL 606042

(Space above this line for recorder's use only)

# DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS AGREEMENT

THIS DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2026 (the "Effective Date"), by and between the **155 Group, LLC, an Illinois limited liability company** (the "155 Group") and [TBD - **Primrose School Franchising Company LLC, a Georgia limited liability company**] ("Primrose"). 155 Group and Primrose are individually referred to herein as a "Party" and collectively as the "Parties," as the context may require.

## RECITALS:

A. Primrose owns fee simple title to that certain real property situated in the Village of Deerfield, County of Lake, State of Illinois, containing approximately 1.66 acres and which is more particularly described on Exhibit "A-1" (the "Primrose Parcel"). Primrose intends to develop and use the Primrose Parcel for a day care/pre-school facility.

B. 155 Group owns fee simple title to an adjacent parcel of land commonly known as 155 N. Pfingsten Rd. situated in the Village of Deerfield, County of Lake, State of Illinois, containing approximately 5.75 acres and which is more particularly described on Exhibit "A-2" (the "155 Group Parcel"). 155 Group intends to develop and use the 155 Group Parcel for a multi-family residential housing.

C. The Primrose Parcel and the 155 Group Parcel are both depicted on the site plan attached hereto as Exhibit "B" (the "Site Plan"). The 155 Parcel and the Primrose Parcel are sometimes individually referred to in this Agreement as a "Parcel" or as the "Parcels," as the context may require.

C. 155 Group and Primrose wish to enter into this Agreement to provide, among other things, for certain grants of easement on, over, under, across and through the Parcels, establish a structure for the maintenance and repair of certain portions of each Parcel and to limit uses on each Parcel.

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, Primrose and 155 Group do hereby declare that the Parcels and all present and future owners and occupants of the Parcels shall be and hereby are subject to the terms, covenants, easements, restrictions and conditions hereinafter set forth in this Agreement, so that said Parcels shall be maintained, kept, sold and used in full compliance with and subject to this Agreement and, in connection therewith, Primrose and 155 Group covenant and agree as follows:

1. Grants of Reciprocal Cross Access Easements.

(a) 155 Group and Primrose hereby grant, each to the other, with respect to their respective Parcels, for the common use and benefit of their respective Permittees, non-exclusive and perpetual easements in, to, over and across that certain area of the Parcels, as depicted on Exhibit "C" attached hereto (the "Access Easement Area"), for the purposes of (1) ingress and egress by pedestrians and vehicles to, from and between (a) the respective Parcels and (b) adjacent rights of way, streets and roads, and (2) the right to perform maintenance and repairs in accordance with the terms of this Agreement (the "Reciprocal Cross Access Easement"). For clarity, emergency vehicles shall have the right of access over all drive aisles of both the 155 Group Parcel and the Primrose Parcel regardless of the areas depicted on Exhibit "C." For further clarity, Primrose and its Permittees shall not be permitted to park or have standing vehicles on the 155 Group Parcel, and 155 Group and its Permittees shall not be permitted to park or have standing vehicles on the Primrose Parcel. For the purposes of this Section 1(a), the term "Permittees" shall mean the tenant(s) or occupant(s) of a Parcel, and the respective employees, agents, contractors, customers, invitees and licensees of (i) the respective owner of such Parcel, and/or (ii) such ground lessees, tenant(s) or occupant(s).

(b) The Parties acknowledge that the Access Easement Area is intended to only include (i) the existing east/west drive aisle between North Pfingsten Road and Deer Lake Road (ii) the north/south and east/west drive aisles that are adjacent to the Primrose building all as depicted on the Site Plan, and (iii) with respect to emergency vehicles, all drive aisles located on the 155 Group Parcel and the Primrose Parcel. The Access Easement Area does not include any parking spaces abutting such drive aisles. The Access Easement Area shall in no event be blocked, closed, altered, changed or removed except as agreed to by the Parties. The Parties shall fully cooperate to identify and remediate all traffic and safety issues which may arise from time to time with the use and enjoyment of the Access Easement Area. The Parties shall fully cooperate to identify and remediate all traffic and safety issues which may arise from time to time. Subject to the limitations set forth in this Section 1 and all applicable laws, the Reciprocal Cross Access Easement hereby granted is subject to the unrestricted right of each Parcel owner, with respect to the portion Access Easement Area located on its respective Parcel, to:

(i) Make improvements and repairs and to do all acts in connection therewith;

(ii) Remove from its Parcel any persons or tangible property (including vehicles) that use the Access Easement Area for any uses or purposes in violation of or inconsistent with this Agreement; and

(iii) Temporarily close any part of such Access Easement Area for the purpose of making repairs or performing maintenance on the condition that such portion of the Access Easement Area is not blocked or closed in excess of two business days

without consent from the other Party and so long as at least one point of ingress/egress to a public right of way is open at all times during such temporary closure.

2. Grant of Utility Easement. Primrose hereby grants to 155 Group a perpetual, non-exclusive utility easement for the installation, maintenance, removal and repair over, under, across and through the Primrose Parcel for sewer, water, storm sewer, gas, electric, cable, other common utility services and their respective appurtenances (the "Utility Easement") in the area depicted on Exhibit "D" (the "Utility Easement Area"). This grant of Utility Easement shall also include the right of the 155 Group to come upon the Primrose Parcel in areas outside of the Utility Easement Area for the sole purpose of maintaining and repairing the improvements within the Utility Easement Area. Such additional areas shall be limited to those which do not unreasonably interfere with any buildings or improvements constructed on the Primrose Parcel and are reasonably necessary to perform the work in an expedient, cost efficient manner. 155 Group shall limit its encroachment so as to minimize, to the extent reasonably feasible, any disruption of the use and enjoyment of the Primrose Parcel by Primrose and its Permittees. Except in the case of emergencies, 155 Group shall provide Primrose with at least 15 days' notice of the need to repair or perform maintenance on utility improvements within the Utility Easement Area. Such notice shall include details on the scope of work, the duration of the work and the areas adjacent to the Utility Easement Area that are needed to perform such work. Following completion of such work, 155 Group shall promptly restore the Utility Easement Area and any adjacent areas to a substantially similar condition to the condition that existed prior to the commencement of the work. Primrose acknowledges that it is tying into 155 Group's sanitary sewer line in the Utility Easement Area in order to connect to the Village's sanitary sewer line in North Pfingsten Road (such segment from the point of connection within the Utility Easement Area to the point of connection to the Village's line, the "Sanitary Sewer Segment." If or when repairs and/or maintenance is required to the Sanitary Sewer Segment, 155 Group shall perform such repairs and maintenance work, 155 Group will be responsible for 75% of such repair and/or maintenance costs and Primrose will be responsible for 25% of such repair and/or maintenance costs. If Primrose does not pay its share within 30 days of receipt of a reasonably detailed invoice from 155 Group, interest shall accrue on any unpaid amounts at the rate of 10% per annum until paid.

3. Village of Deerfield Easement and Rights. Each respective Parcel owner each grants an easement for Village of Deerfield emergency and utility personnel and vehicles including provision of necessary keys, codes, or equipment to open any private gates or access point needed to make use of the easement; it being agreed that the Village of Deerfield is an intended third-party beneficiary of the Agreement, and, therefore, will have the right, but not the obligation, to enforce all covenants contained in the Agreement. The Village of Deerfield is hereby given the right, after 15 days' written notice to the owner or owners of the applicable Parcel or Parcels, as may be appropriate: (i) to perform any Agreement obligations that the owner(s) of the applicable parcel(s) neglected to perform (or to commence and diligently pursue completion of the maintenance work within the 15 day period if the maintenance work is not reasonably capable of being completed within the 15 day period); (ii) to assess the owner(s) of the applicable parcel(s) for the work; and (iii) to have a lien placed against the affected lot(s) belonging to an owner(s) failing to pay the assessment if the assessment is not paid within thirty (30) days after written notice from the Village of Deerfield.

4. Maintenance and Costs.

(a) Maintenance:

(i) The Parties shall maintain their respective Parcels, including but not limited to the Access Easement Parcel, in a clean and neat condition at all times (and during construction, shall maintain the construction site in an orderly, safe and clean condition consistent with first class construction methods as may be applicable in the Village of Deerfield, Village of Northbrook or Village of Glencoe) and shall take such measures as are necessary to control blowing dust, dirt, litter and debris. In the event of any damage to or destruction of a building or improvements on either Parcel, the owner of such Parcel shall, with due diligence either (i) repair, restore and rebuild such building and surrounding improvements to its condition prior to such damage or destruction (or with such changes as shall not conflict with this Agreement), or (ii) demolish and remove all portions of such damaged or destroyed building and improvements then remaining, including the debris resulting therefrom, and otherwise clean and restore the area affected by such casualty to a level, graded condition.

(ii) 155 Group and Primrose shall each cause the Access Easement Area to be lighted between sunset and sunrise in a manner consistent with similar developments in the Village of Deerfield, Village of Northbrook and Village of Glencoe projects and in accordance with all applicable laws.

(iii) Upon the effective date hereof, the 155 Group shall be responsible for contracting for, paying for and causing the removal of ice and snow in the Access Easement Area. The costs and expenses of such snow and ice removal shall be a Reimbursable Cost, as defined below, and subject to Primrose's full and prompt payment of its Sharing Percentage, as defined below, to 155 Group.

(iv) Upon the earlier of: (i) the opening of business on the Primrose Parcel or (ii) the completion of the revisions to the landscaping work on the 155 Group Parcel, 155 Group shall commence and be responsible for contracting for, paying for and causing the maintenance of, all landscaping and landscaped areas, including monument signage at North Pfingsten Road and Deer Lake Road, on the 155 Group Parcel and the Primrose Parcel. The costs and expenses of such landscaping and landscaped area maintenance shall be a Reimbursable Cost, as defined below, and subject to Primrose's full and prompt payment of its Sharing Percentage, as defined below, to 155 Group.

(v) 155 Group shall be responsible, at its sole cost and expense, for the cost of moving the existing monument sign as depicted on the Plat. The owner the Primrose Parcel shall have the right to install, at its sole cost and expense, a metal plaque that shall be applied to the monument in accordance with plans and specifications approved by the owner of the 155 Group Parcel.

(b) Costs:

(i) With respect to Maintenance: For the purposes of this Agreement, the term "Reimbursable Costs" shall mean all actual and reasonable costs and expenses incurred by 155 Group associated with maintaining, cleaning, repairing, plowing and removal of snow and ice within the Access Easement Area. On a quarterly basis (i.e., on or about March 31, June 30, September 30 and December 31), 155 Group shall provide Primrose with invoices, evidence of payment and other documentation reasonably necessary to evidence the Reimbursable Costs it has incurred (each, a "Maintenance Statement"). Primrose shall be responsible for payment of 50% of the amounts set forth in each Maintenance Statement. Primrose shall pay such amount within 30 days of delivery of a Maintenance Statement. If such amounts are not paid within 30 days, interest shall accrue on any unpaid amounts at the rate of 10% per annum until paid.

(ii) With respect to Landscaping: For the purposes of this Agreement, the term "Landscaping Costs" shall mean all actual and reasonable costs and expenses incurred by 155 Group associated with the maintenance of the landscaping and all landscaped areas on the 155 Group Parcel and the perimeter of the south and west portions of Primrose Parcel, including monument signage at North Pfingsten Road and Deer Lake Road ("Landscaping.") On a quarterly basis (i.e., on or about March 31, June 30, September 30 and December 31), 155 Group shall provide Primrose with invoices, evidence of payment and other documentation reasonably necessary to evidence the Landscaping Costs it has incurred (each, a "Landscaping Statement"). Primrose shall be responsible for payment of 22% of the amounts set forth in each Landscaping Statement. Primrose shall pay such amount within 30 days of delivery of a Landscaping Statement. If such amounts are not paid within 30 days, interest shall accrue on any unpaid amounts at the rate of 10% per annum until paid.

(iii) With respect to all taxes, assessments, or charges of any type levied or made by any governmental body or agency ("Taxes"): (i) as of the date hereof, the Primrose Parcel is presently part of Permanent Identification Number ("PIN") 16-33-304-018 which also includes the 155 Group Parcel. As soon as practicable after the date hereof, 155 Group shall take such reasonable actions to cause the Lake County Chief County Assessor Office (or applicable township assessment office) to issue a new PIN that only applies to the Primrose Parcel (the "Primrose PIN"). Until the issuance of the Primrose PIN, 155 Group Owner shall pay the Primrose Parcel Taxes, and Primrose shall reimburse 155 Group for the Primrose Parcel Taxes attributable to the pro-rata Land Value (as determined by the Lake County Assessor) of the Primrose Parcel only within 30 days of proof of payment. From and after the issuance of the Primrose PIN, the Taxes assessed against the Primrose PIN (the "Primrose Taxes") shall then become the sole responsibility of the Primrose to pay directly to the taxing authority in full prior to delinquency, and Primrose shall have no further obligation to 155 Group Owner for the payment of Taxes (except for those Primrose Taxes not previously paid by Primrose as required hereunder.) If 155 Group Owner submits a timely invoice for the Primrose Taxes for any calendar year (along with any reasonably requested supporting documents), Primrose Owner shall pay any such amounts within 30 days of receipt of such

invoice and supporting documentation from 155 Group. After the 30th day, interest shall accrue on any unpaid amounts at the rate of 10% per annum until paid.

(iv) With respect to Insurance: Commencing with the date of this Agreement and thereafter during the term hereof, each Owner shall, at its sole cost and expense, maintain (or cause to be maintained), commercial general liability insurance (as a separate policy or as a part of a blanket policy covering other insureds and other locations) against claims for personal injury or death and property damage occasioned by accident occurring upon, in or about the Parcel owned by such Owner, such insurance (i) in each case to afford protection to the limit of not less than Two Million and No/100 Dollars ($2,000,000.00) in respect of injury or death to any one person and to the limit of not less than Five Million and No/100 Dollars ($5,000,000.00) in respect of injury or death to any number of persons arising out of any one accident and such insurance against property damage to afford protection to the limit of not less than Two Million and No/100 Dollars ($2,000,000.00) in respect of any instance of property damage, and (ii) to name the other Owners as additional insureds. The minimum coverage limits set forth above shall be subject to upward adjustment from time to time at the request of any Owner (but not more frequently than once every five (5) years), such adjustment to reflect the percentage increase in the CPI-U (Chicago-Gary-Kenosha) as published by the U.S. Bureau of Labor Statistics (or if unavailable such other commonly accepted measure of cost of living as determined by the Owner Parcel Owner) since the last date of adjustment, or as otherwise agreed in writing by the Owners. Each Owner shall provide certificates of same to the other Owner upon demand, no more than once every six months.

(v) The term "Sharing Percentage" shall mean: (i) with respect to Maintenance Costs: fifty percent (50%) as to the Primrose Parcel and fifty percent (50%) as to the 155 Group Parcel; (ii) with respect to Landscaping Costs: twenty two percent (22%) as to the Primrose Parcel and seventy eight percent (78%) as to the 155 Group Parcel.

(c) Remedy for Non-Performance of Maintenance; Self- Help. If a Party shall default in the performance of its maintenance obligations hereunder, then any non-defaulting Party reserves the right of access to the other Party's Parcel to the extent access is required to cure the default, and, in addition to all other remedies available at law or in equity, after ten (10) days prior written notice to the defaulting Party (unless within such ten (10) day period the defaulting Party shall cure such default, or in the case of a default which by its nature cannot be reasonably completed within such ten (10) day period, the defaulting Party shall take such action as is reasonably calculated to cure the default and thereafter shall diligently prosecute the curing of the default to completion) shall have the right to perform such obligation contained in this Agreement on behalf of such defaulting Party and be reimbursed by such defaulting Party upon written demand for the actual costs thereof, including without limitation, out-of-pocket charges, fees, costs, and expenses incurred by the Party performing the work in connection therewith (including reasonable attorneys' fees and expenses), together with simple interest at the rate of eight percent (8%) per annum. Such charges, fees, costs, expenses, and interest shall be paid by the defaulting

Party within fifteen (15) days from receipt of a statement thereof from the non-defaulting Party (accompanied by reasonable documentation substantiating such statement).

(d) No Termination for Breach. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any owner to cancel, rescind, or otherwise terminate this Agreement. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon the Primrose Parcel or the 155 Group Parcel made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any owner of such property covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

5. Restrictive Covenant for the Benefit of the Primrose Parcel. The Parties hereby respectively agree and covenant as follows: For a period of twenty (20) years from the date hereof, 155 Group agrees that none of the following uses or businesses with the following characteristics shall be permitted on any portion of the 155 Group Parcel:

**No use as a child care center or a school, nor any use as a liquor store, adult book store or adult entertainment facility, nor any marijuana related operation (the "Prohibited Activities"), it being further agreed that no portion of the 155 Group Parcel shall be utilized in any manner to advertise any such prohibited activities.**

6. Notices. Any notice, request, consent, approval or demand (collectively, a "Notice") given or made under this Agreement shall be in writing and shall be given in the following manner: (a) by personal delivery of such Notice; or (b) by mailing of such Notice by certified mail, return receipt requested; (c) by sending e-mail transmission of such Notice with confirmation of receipt; or (d) by commercial overnight delivery of such Notice. All Notices shall be delivered to the addresses set forth in this Section 5. Notice delivered by counsel for a Party shall be deemed Notice made by such Party. Notice served by certified mail shall be effective on the fifth Business Day after the date of mailing. Notice served by e-mail transmission shall be effective as of date and time of e-mail transmission, provided that the Notice transmitted shall be sent on a Business Day during business hours of 8:00 A.M. to 5:00 P.M. Central time. In the event e-mail Notice is transmitted on a non-Business Day or during non-business hours, the effective date and time of Notice is the first business hour of the next Business Day after transmission. Notice served by commercial overnight delivery shall be effective on the next Business Day following deposit with the overnight delivery company. For purposes hereof, the first "business hour" of a Business Day shall be 8:00 a.m. Central time and a Business Day shall be Monday through Friday excluding federal and State of Illinois holidays. A Notice shall be delivered to the following, as applicable. Each Notice which any Owner desires or is required to serve upon any other Owner pursuant to this Agreement must be in writing and shall be delivered or mailed as provided herein to the following addresses:

If to 155 Group, at:

155 Group, LLC
1030 West Chicago Ave., Suite 300
Chicago, IL 60642
Attn: Paul Fishbein
paul@baumrealty.com

If to Primrose:

Primrose School Franchising Company LLC and/or Assigns
3200 Windy Hill Rd Suite 1200E
Atlanta GA 30339
Attn: Chief Development Officer
NKoros@primroseschools.com

7. General Provisions

(a) Indemnification.

(i) 155 Group shall indemnify Primrose and hold Primrose harmless, inclusive of Primrose's officers, directors, members, managers and employees (each a "Primrose Party" and collectively, the "Primrose Parties") from and against all third party claims, liabilities and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from or in any manner (collectively "Primrose Losses") relating to the use by 155 Group of (1) the Access Easement Area and the Utility Easement Area located on the Primrose Parcel, (2) such additional areas of the Primrose Parcel in accordance with Section 2 of this Agreement, and (3) such additional areas of the Primrose Parcel in accordance with Section 3(c) of this Agreement except to the extent the Primrose Losses are attributable to one or more Primrose Party's negligence or intentional misconduct.

(ii) Primrose indemnify 155 Group and hold 155 Group harmless, inclusive of 155 Group's officers, directors, members, managers and employees (each a "155 Group Party" and collectively, the "155 Group Parties") from and against all third party claims, liabilities and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from or in any manner (collectively "155 Group Losses") relating to the use by Primrose of the Access Easement Area located on the 155 Group Parcel or such additional areas of the 155 Group Parcel in accordance with Section 3(c) of this Agreement, except to the extent the 155 Group Losses are attributable to one or more 155 Group Party's negligence or intentional misconduct.

(b) Covenants Run With the Land. The easements, rights, privileges, benefits, covenants, conditions, obligations and restrictions contained herein shall be deemed to be covenants running with the land. If the Primrose Parcel or the 155 Group Parcel is divided into two or more parcel(s) after the effective date of this Agreement, all owners of said newly created parcels shall be entitled to the benefits of the easements, rights and privileges granted hereunder and all of said owners shall be burdened by the easements, covenants, conditions and restrictions established hereunder; provided, however, that upon the transfer of ownership of a parcel, the liability of the transferor for a breach of any covenant or obligation which existed prior to transfer shall remain with such transferor and the transferee shall only be liable for breaches that occur on or after transfer of ownership.

(c) Duration. Except as otherwise provided herein with respect to the

Prohibited Activities, each easement, covenant, restriction and undertaking of this Agreement shall be perpetual.

(d) Injunctive Relief. In the event of any violation or threatened violation by any Parcel Owner or occupant of the terms, covenants, and conditions herein contained, in addition to the other remedies herein provided, or available at law or in equity, any other Party or occupant shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction.

(e) Modification Provisions. This Agreement may not be modified in any respect whatsoever, or rescinded in whole or in part, except with the consent of all owners of all of the parcels governed by this Agreement as evidenced by a written instrument that is duly recorded in the office of the Lake County, Illinois Recorder of Deeds.

(f) Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Primrose Parcel or the 155 Group Parcel to the general public or for the general public or for any public purposes whatsoever, it being the intention of the Parties that this Agreement shall be strictly limited to and for the purposes herein expressed.

(g) Breach Shall Not Permit Termination. Except as otherwise provided herein, no breach of this Agreement shall entitle any Parcel Owner to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect in any manner any other rights or remedies that such parcel owner may have hereunder by reason of any breach of this Agreement. Any breach of any of said covenants or restrictions, however, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value but such covenants or restrictions shall be binding upon and effective against such Parcel owner of any of said property or any portion thereof whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

(h) Validity and Severance. If any clause, sentence or other portion of this Agreement shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portions hereof shall remain in full force and effect.

(i) Liens. Each owner having rights with respect to the easements granted pursuant to this Agreement shall use their best efforts to ensure that no liens are recorded against the Access Easement Area, Utility Easement area or any other portion of the other Party's property. In the event any such liens are so recorded, then Primrose or 155 Group, as applicable, shall within 10 business days after same has been recorded either (i) cause said lien to be released of record, or (ii) deposit with the title company insuring the affected Party's title to its parcel an amount necessary to cause said title company to insure said Party's title against said lien until said lien is released of record, or (iii) deliver to said Party such other form of security as shall be reasonably acceptable to satisfy said Party that said lien shall be satisfied and released. In all events, the Party causing said lien shall diligently pursue causing said lien to be released.

(j) Remedies Cumulative. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

(k) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made between residents of and to be performed wholly within such State.

(l) Counterparts. It is specifically agreed that this Agreement may be executed in one or more counterparts, all of which shall be taken together to constitute one and the same instrument and shall be binding upon each party who may sign a counterpart of this instrument.

(m) Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto. The Parties do not rely upon any statement, promise or representation not herein expressed.

(n) Litigation. If any Party brings an action or proceeding (including any cross-complaint, counterclaim, or third-party claim) against the other Party by reason of a default by the other Party or otherwise arising out of this Agreement, the non-prevailing Party shall pay to the prevailing Party in such action or proceeding all of the prevailing party's costs and expenses of suit, including reasonable attorneys' fees, which shall be payable whether or not such action is prosecuted to judgment. "Prevailing party" within the meaning of this Agreement includes a Party who dismisses an action for recovery hereunder in exchange for payment of the sums allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action.

(o) Estoppel Certificate. Each Party shall, within 20 days after written request from any other Party, which request shall quote this Section, execute and deliver to the requesting Party a written statement certifying, to its actual knowledge, whether or not this Agreement is modified and whether or not this Agreement is in full force and effect (or, if there have been modifications, stating those modifications), and whether or not any Party has failed to perform an obligation under this Agreement, and if so, the nature of the failure. No Party shall be obligated to respond to a request to execute a statement which attempts to modify any of the terms or conditions of this Agreement. A statement executed by any Party may be relied upon by a Party or any transferee, mortgagee, or encumbrancer, without knowledge to the contrary, to which such statement is addressed so as to stop the party executing the statement from asserting the contrary, but the Party executing the statement shall not be liable for any erroneous information contained therein. Such certificate may provide that in the event of a conflict between the provisions of this Agreement and the provision of the certificate, the provisions of this Agreement shall control. A statement hereunder may be requested by any Party from any other Party at any time and from time to time; provided, however, that after the first such request by a Party during any calendar year, each additional request shall require the payment by the requesting Party to the Party executing the statement of a fee of $500.00, payment of which shall be a condition precedent to the obligation of the other Party to review or execute the statement. The delivery of any such statement may be conditioned upon the execution of the statement by the requesting Party to evidence its concurrence with the facts set forth in the statement.

(p) Force Majeure. In the event any Party is delayed, hindered in or prevented from the performance of any act required under this Agreement by reason of a cause beyond the reasonable control of the obligated Party, then performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay. Such a cause shall include "acts of God"; strikes; lockouts;

weather in which work cannot proceed (even if normal); protests; riots; insurrection; war; unavailability of materials from normal sources; acts of governmental authority, including courts; or acts or conduct of another Owner, its contractors, employees or agents, in violation of this Agreement, but it shall not include delays due to inability or failure to obtain financing or inadequate financial resources.

(q) Compliance with Laws. Each Party shall comply with all laws as may be applicable to each Party's Parcel. Each Party acknowledges that the 155 Group Parcel and the Primrose Parcel are governed by, among other things, a planned unit development (the "PUD"), and a development agreement between and among Primrose, 155 Group and the Village of Deerfield (the "Development Agreement"). Each Party shall comply with the terms of the PUD and Development Agreement at all times. Primrose acknowledges that (a) its use and operation of its facility is governed by, among other things, a special use for a daycare facility and a special use for a nursery school and (b) that such special uses may expire pursuant to the terms of the Village of Deerfield Zoning Ordinances if Primrose does not timely pursue development of the Primrose Parcel. Primrose shall comply with the terms of the special uses at all times.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

PRIMROSE PARCEL OWNER

By: _____
Name: _____
Title: _____

155 GROUP PARCEL OWNER

By: _____
Name: _____
Title: _____

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

Before me_____, a Notary Public, on this day personally appeared _____, the _____ of the 155 Group, LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed and delivered the foregoing instrument for the purposes and consideration therein expressed.

Given under my hand and notarial seal this _____ day of _____, 2026.

My commission expires: _____

_____
Notary Public

STATE OF _____ )
) SS.
COUNTY _____ )

I, the undersigned, a Notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the _____ of [Primrose entity], the _____ of _____, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such _____ he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 2026.

Commission expires _____, 20____ _____

**EXHIBIT "A-1"**

PRIMROSE PARCEL LEGAL DESCRIPTION

# **EXHIBIT "A-2"**

155 GROUP PARCEL LEGAL DESCRIPTION

**EXHIBIT "B"**

**SITE PLAN**

**EXHIBIT "C"**

**Access Easement Area**

**EXHIBIT "D"**

**Utility Easement Area**

## EXHIBIT F

## MINIMUM INSURANCE REQUIREMENTS

The Developer, and its contractors and subcontractors constructing the Development, must obtain and maintain insurance as set forth in this Exhibit F.

A. **Worker's Compensation.** Worker's compensation insurance must be obtained with statutory coverage.

B. **Employer's Liability**. Employer's liability insurance must be obtained with coverage limits not less than $500,000 injury per occurrence, $500,000 disease per employee, and $500,000 disease policy limit.

C. **Comprehensive Motor Vehicle Liability.** Comprehensive motor vehicle liability insurance must be obtained with a combined single coverage limit for bodily injury and property damage of not less than $1,000,000 for vehicles owned, non-owned, or rented. All employees must be included as insureds.

D. **Comprehensive General Liability.** Comprehensive general liability insurance must be obtained written on an "occurrence" basis and with coverage limits no less than $2,000,000 for bodily injury and property damage with a combined single limit. Coverage must include a broad form property damage endorsement and a blanket contractual liability endorsement with express coverage of the indemnity provisions of the Agreement.

E. **Professional Liability.** Professional liability insurance must be obtained with a coverage limit of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate and covering the insured against all sums they may be obligated to pay on account of any liability arising out of the Agreement.

F. **Method of Coverage.** Required insurance coverage may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis so that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover the loss.

G. **Additional Insureds.** The following must be named as an additional insured on all policies except for worker's compensation and professional liability: Village of Deerfield, including its Mayor, Board of Trustees, elected and appointed officials, officers, employees, agents, attorneys, and representatives.

H. **Other Requirements.** All policies must be primary and noncontributory to coverage held by the additional insureds listed in Section G, offer the additional insured their choice of counsel and the right to conduct their own defense, and state that coverage applies in the State of Illinois.

I. **Proof of Coverage.** Proof of adequate coverage and compliance with the requirements in this Exhibit must be provided to the Village (1) prior to the Effective Date, (2) prior to the commencement of Project construction, and (3) upon Village request.

**EXHIBIT G**

**TRANSFEREE ASSUMPTION AGREEMENT**

**THIS AGREEMENT** is made as of this _____ day of _____, 20__, between the Village of Deerfield, an Illinois home rule municipal corporation (***"Village"***), 155 Group, LLC, an Illinois limited liability company (***"Developer"***), and _____ (***"Transferee"***).

**W I T N E S E T H**:

**WHEREAS**, pursuant to that certain real estate sale contract dated _____, 20__, the Transferee agreed to purchase from Developer certain real property situated in ____ 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 Lot 2 by Developer, the Transferee will be the legal owner of Lot 2; and

**WHEREAS**, as a condition to the conveyance of Lot 2 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 Subdivision and Development Agreement, dated as of _____, 20__, and recorded in the office of the Lake County Recorder on _____, 20__, as Document No. _____, by and between the Village and Developer (***"Development Agreement"***);

**NOW, THEREFORE**, in consideration of the agreement of Developer to convey Lot 2 to the Transferee, and of the Village to accept the transfer of obligations as provided in this Agreement and to grant the releases granted in this Agreement, 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 in this Paragraph and made a part of this Paragraph 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, regardless of whether the terms, requirements, and obligations are to be performed and provided by, or are imposed upon, Developer of Lot 2.

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, 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 have caused this Agreement to be executed as of the day and year first written above.

ATTEST:

**VILLAGE OF DEERFIELD**,
an Illinois home rule municipal corporation

_____
Village Clerk

By:_____
Its: Village Manager

ATTEST:

**155 GROUP, LLC**,
an Illinois limited liability company

By:_____

Its:_____

By:_____

Its:_____

**ATTEST:**

**[TRANSFEREE]**

By:_____

Its:_____

By:_____

Its:_____

ACKNOWLEDGMENTS

STATE OF ILLINOIS )
) SS
COUNTY OF LAKE )

This instrument was acknowledged before me on _____, 20__, by _____, the Village Manager of the Village of Deerfield, an Illinois home rule municipal corporation, and by _____, the Village Clerk of said municipal corporation.

_____
Signature of Notary

SEAL

STATE OF ILLINOIS )
) SS
COUNTY OF LAKE )

This instrument was acknowledged before me on _____, 20__, by _____ the _____ of **155 GROUP, LLC**, an Illinois limited liability company, and by _____, the _____ of said limited liability company.

_____
Signature of Notary

SEAL

---

STATE OF ILLINOIS )
) SS
COUNTY OF LAKE )

This instrument was acknowledged before me on _____, 20__, by _____ the _____ of **[TRANSFEREE]**, and by _____, the _____ of **[TRANSFEREE]**.

_____
Signature of Notary

SEAL

**EXHIBIT H**

**LENDER'S CONSENT AND SUBORDINATION**

_____ (and its successors and assigns, **"*Mortgagee*"**), is the holder of a certain note made by _____ and secured by the following documents, each from _____ and recorded with the Lake County Recorder of Deeds as indicated (collectively, the **"*Mortgage*"**):

> [*DESCRIBE ALL APPLICABLE MORTGAGE AGREEMENTS, NOTES, AND OTHER RELATED DOCUMENTS, EACH BY DATE OF EXECUTION, DATE OF RECORDATION, AND RECORDED DOCUMENT NUMBER*]

Mortgagee hereby consents to the execution and recording of the above and foregoing Subdivision and Development Agreement (the **"*Agreement*"**), and hereby subjects and subordinates the Mortgage to the provisions of the Agreement.

IN WITNESS WHEREOF, Mortgagee has caused this Consent and Subordination to be signed by its duly authorized officer on its behalf on this _____ day of _____, 20__.

**MORTGAGEE:**

By: _____

# EXHIBIT I

## CONSTRUCTION AND TRAFFIC MANAGEMENT PLAN

# 155 N. Pfingsten Traffic Management Plan

## 1. Scope and Objectives

The plan covers all construction-related vehicular and pedestrian traffic for the redevelopment of 155 N. Pfingsten (155 Building) and the development of the Primrose Pad (Pad) and new construction building Primrose Building:

1. **155 Building Office-to-Residential Redevelopment:** Demolition, site work, MEP modifications, and fit-out of the existing 155 building to 112 residential units.
2. **Pad Construction:** Site preparation, utility installation, and foundation work for a new structure for Primrose Daycare.
3. **Primrose Building Construction:** Construct the building after completion of the Pad.

**Objectives:**

- **Safety:** Protect workers, the public, and site visitors.
- **Traffic Flow:** Maintain acceptable levels of service on adjacent public roads.
- **Access:** Ensure unimpeded emergency vehicle access.
- **Coordination:** Minimize conflicts between the two project sites and with neighboring properties.
- **Compliance:** Meet all local, state, and federal regulations.

## 2. Site-Specific Traffic Management

**Office-to-Residential Redevelopment (Existing Structure)**

- **Access Point:** The property is accessed from two locations:
- 1. Pfingsten Road (West Access) and
- 2. Deer Lake Road (East Access)
- During the reconstruction of the 155 Building all construction access will be limited to the Deer Lake Road access point other than activities that are required to implement the plans on the south and west sides of the building. We will establish a **dedicated vehicle queuing area** *within* the site boundary to prevent trucks from backing up onto public streets.
- **Demolition Phase:** Schedule noisy, high-impact activities (heavy demolition, debris removal) for restricted hours per local ordinance. As needed, **Debris removal trucks** must be covered and washed down at a designated **Tire Wash Station** before exiting to prevent tracking dirt/mud onto public roads.
- **Worker Parking:** Construction vehicles and worker personal vehicles will be limited to parking at the South, East, and North Parking lots.

**Primrose Pad Construction (New Site Work)**

- **Access Point:** Pfingsten Road to establish one primary, clearly signed entry/exit point, separate from the 155 Building construction.
- **Pad Construction Phase:** Schedule noisy, high-impact activities (heavy site work, debris removal) for restricted hours per local ordinance. As needed, **Debris removal trucks** must be covered and washed down at a designated **Tire Wash Station** before exiting to prevent tracking dirt/mud onto public roads.

- **Material Deliveries:** Coordinate **Just-In-Time (JIT)** deliveries to minimize staging time. **Large concrete or steel deliveries** will use reasonable efforts to be scheduled during off-peak hours (e.g., 9:30 AM – 3:00 PM or after 6:00 PM) to avoid rush hour congestion.
- **Public Interface:** Install **Temporary Construction Fencing** and **warning signs** along the perimeter to clearly separate the construction zone from public areas (sidewalks, existing parking lots).

**Primrose Building (New Building)**

- **Access Point:** Pfingsten Road to establish one primary, clearly signed entry/exit point, separate from the 155 Building construction.
- Due to the existing structure, access may be constrained. Establish a **dedicated vehicle queuing area** *within* the site boundary to prevent trucks from backing up onto public streets.
- **Worker Parking:** Due to limited on-site space, Parking for Primrose construction vehicles or private cars will be accommodated on the 155 Building site to prevent workers from parking on residential or nearby business streets.
- **Crane and Large Equipment:** Establish **Critical Lift Plans** with specific street closure permits and certified flaggers for any large equipment erection or material hoisting that impacts public right-of-way.

## 3. General Traffic Control Measures

**Public Roadway Management**

- **Lane Closures:** Obtain necessary **permits** from the local Department of Transportation (DOT) for any temporary lane closures. Minimize closures, especially during peak travel times (typically 7:00 AM - 9:00 AM and 4:00 PM - 6:00 PM).
- **Street Cleaning:** Implement a daily street sweeping schedule along the primary access routes to maintain cleanliness and prevent debris-related hazards.

**Emergency Access**

- **24/7 Access:** Maintain clear, unobstructed access routes for **Fire, Police, and Ambulance** vehicles.
- **Contact List:** Post an updated list of key site personnel and the local Emergency Services contact numbers at all site entry points.

**Pedestrian and Non-Motorized Traffic**

- **Sidewalk Diversion:** Where construction necessitates a sidewalk closure, provide a clearly marked, protected, and accessible **pedestrian detour** path.
- **Safety Barriers:** Use sturdy, non-tip barricades to protect pedestrians from vehicular traffic and falling debris, especially around the high-rise office redevelopment.

## 4. Communications and Enforcement

### Communication Strategy

- **Pre-Construction Meeting:** Review the Traffic Management Plan with all major subcontractors and material suppliers *before* they mobilize.
- **Neighbor Notification:** Issue a formal letter or email to adjacent businesses and residential neighbors **one week prior** to major traffic shifts, lane closures, or highly disruptive work. Include contact information for immediate concerns.
- **Regular Updates:** Hold **weekly traffic safety briefings** with all site workers.

### Penalties and Enforcement

- **Zero Tolerance:** Institute a zero-tolerance policy for reckless driving or unauthorized parking by subcontractors.
- **Violations:** First offense results in a written warning to the subcontractor; repeated offenses lead to the removal of the driver/vehicle from the site or potential contract termination.

**EXHIBIT J**

**LEGAL DESCRIPTION OF LOT 1**

LOT IN THE BRICKYARD LOFTS SUBDIVISION BEING A SUBDIVISION OF LOT 2 IN DEERFIELD BRICKYARDS SUBDIVISION, IN THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LAKE COUNTY, ILLINOIS.

**EXHIBIT K**

**LEGAL DESCRIPTION OF LOT 2**

LOT 2 IN THE BRICKYARD LOFTS SUBDIVISION BEING A SUBDIVISION OF LOT 2 IN DEERFIELD BRICKYARDS SUBDIVISION, IN THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LAKE COUNTY, ILLINOIS

# REQUEST FOR BOARD ACTION

**Agenda Item:** 26-67

**Subject:** Resolution to Award the Contract for 2026 Street Light System Upgrades to North Shore Boring

**Action Requested:** Adopt Resolution

**Originated By:** Public Works and Engineering Department

**Referred To:** Mayor and Board of Trustees

**Summary of Background and Reason for Request**

The Department has budgeted $75,000 for the upgrade and/or replacement of the Village's street light system assets. The Village's current system is aging and there are locations that are in need of replacement. The scope of work for the upgrades includes new street light wires installed in conduit and new street light poles and/or street light luminaires when needed. Over an extended period of time, the goal is to upgrade the aging system throughout the Village.

This year, the Village has targeted the installation of 4,300 linear feet of new street light wire, placed in conduit, in the southwest quadrant around the intersections of Central Avenue / Indian Hill and Birchwood Avenue / Dartmouth Lane. The new conduit would be installed by way of horizontal direction drilling, which is a trenchless technology and will minimize roadway and parkway impacts. Once installed, the Street Division will perform the remaining electrical work associated with the installation of new wires and any upgrades needed to the poles or lighting fixtures.

As the Village does not have the capabilities to install the conduit in this fashion, two proposals have been solicited from contractors to perform the directional drilling. North Shore Boring, who operates out of Highland Park, had the lowest proposal price at $60,270. The other proposal was from We-Bore-It, LLC at a cost of $72,682. The Village has used North Shore Boring in the past for this program and has had a very positive outcome.

Staff requests that the board adopt the resolution to award the contract for the 2026 street light system upgrades to North Shore Boring in an amount not to exceed $60,270. Tyler Dickinson, the Assistant Director of Public Works & Engineering, will be available at the meeting to answer questions.

**Reports and Documents Attached:**

Resolution

**Date Referred to Board:** June 15, 2026

**Action Taken:** _____

**VILLAGE OF DEERFIELD**

**RESOLUTION NO. 2026-_____**

**A RESOLUTION APPROVING THE WAIVER OF COMPETITIVE BIDDING AND AN AGREEMENT WITH NORTH SHORE BORING OF HIGHLAND PARK, ILLINOIS FOR 2026 STREET LIGHT SYSTEM UPGRADES SERVICES**

**WHEREAS,** the Village of Deerfield (***"Village"***) is a home rule municipality in accordance with Article VII, Section 6 of the Constitution of the State of Illinois of 1970; and

**WHEREAS,** the Village desires to retain a firm to provide installation services for the 2026 Street Light System Upgrades ***("Services"***), which Services include the installation of street light conduit; and

**WHEREAS,** the Village solicited proposals from qualified firms to complete the Services (***"RFP"***); and

**WHEREAS,** the Village received two proposals to provide the Services; and

**WHEREAS,** the Village has determined that the proposal submitted by North Shore Boring of Highland Park, Illinois (***"Consultant"***), provided the proposal best meets the needs of the Village based on the evaluation criteria set forth in the RFP; and

**WHEREAS,** the Village and Consultant desire to enter into an agreement for the provision of the Services by Consultant (***"Agreement"***); and

**WHEREAS,** the Mayor and Board of Trustees have determined that waiving competitive bidding and entering into the Agreement with Consultant will serve and be in the best interest of the Village and its residents;

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE BOARD OF DEERFIELD, LAKE AND COOK COUNTIES, ILLINOIS,** as follows:

**SECTION 1: RECITALS.** The Village Board hereby adopts the foregoing recitals as its findings, as if fully set forth herein.

**SECTION 2: WAIVER OF COMPETITIVE BIDDING.** Pursuant to its home rule authority, the Village Board hereby waives the advertising and bidding requirements for the approval of Services.

**SECTION 3: APPROVAL OF AGREEMENT.** Pursuant to the Village's home rule authority, the Agreement by and between the Village and Consultant is hereby approved in substantially the form attached to this Resolution as **Exhibit A**, and in a final form and substance acceptable to the Village Manager and the Village Attorney.

**SECTION 4: AUTHORIZATION TO EXECUTE AGREEMENT.** The Mayor and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the final Agreement upon receipt by the Village Clerk of at least one original copy of the final Agreement executed by Consultant; provided, however, that if the executed copy of the final Agreement is not received by the Village Clerk within 60 days after the effective date of this Resolution, then this authority to execute and attest will, at the option of the Mayor and Board of Trustees, be null and void.

**SECTION 5: EFFECTIVE DATE.** This Resolution shall be in full force and effect from and after its passage and approval according to law.

AYES:

NAYS:

ABSTAIN:

ABSENT:

PASSED:

APPROVED:

RESOLUTION NO:

_____

Daniel C. Shapiro, Mayor

ATTEST:

_____

Kent S. Street, Village Clerk

**EXHIBIT A**

**Agreement**

**North Shore Boring**

**3250 Skokie Valley Rd**

**Highland Park, IL. 60035**

**PH** (847) 433-6301 **FX** (847) 433-6302

**PL# 055-043775**

# *PROPOSAL*

| | | | |
|---|---|---|---|
| **PROPOSAL #** | 1058940 | **PAGE** | 1 |
| **DATE** | 05/29/2026 | | |
| **DESC** | 2026 STREETLIGHT BORE | | |

**CUSTOMER**

VILLAGE OF DEERFIELD
465 ELM ST
DEERFIELD IL 60015

| | |
|---|---|
| **LOC** | 465 ELM ST<br>DEERFIELD IL 60015 |
| **CONTACT** | |
| **PHONE** | |

Thank you for allowing us to provide you with the following proposal.

This proposal is for streetlight replacement bores.

There are three proposed bore areas:

2140'
1935'
230'

Pricing will be $14.00 per foot for 1-1/4" HDPE conduits with pull rope. The pipe will be strapped to the light poles upon completion for termination and wire installation by others.

Based on the plans provided we anticipate only one junction box will be needed. Additional quazite junction boxes can be installed if needed for $350.00 each.

We will pothole and restore all utility openings.

We will backfill all areas to grade and seed/sod any and all excavations. Maintenance and watering of seed/sod is to be done by others.

We will contact JULIE to locate all public utilities on your property. Any private pipes or wires are to be clearly marked by the homeowner or must be disclosed to us before work begins. We will not be responsible for damage caused to unmarked private pipes or wires.

We will take care to minimize the damage to landscape and hardscape during construction. It is possible that some minor landscape repair may be necessary upon completion. This is to be done by others and is not included in this proposal.

Permit and village fees will be billed upon completion and are not included in this proposal.

Please feel free to contact us with any questions that you may have.

We Propose hereby to furnish material and labor - complete in accordance with these specifications for the sum of: **$60,270.00**

Sixty Thousand Two Hundred Seventy Dollars And 00 Cents

**Payable as follows:**

To be billed on completion

**Authorized Signature:** . . . . . **Date:** 5/29/26

**Note:** This Proposal may be withdrawn by us if not accepted within 15 Days

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate.
All agreements contingent upon strikes, accidents or delays that are beyond our control. Owner to carry homeowners insurance. We are fully covered by liabilty insurance and workmans compensation insurance.

**ACCEPTANCE OF PROPOSAL -** The Prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

**Signature:** . . . . . **Date:** . . . . . .

# REQUEST FOR BOARD ACTION

**Agenda Item:** 26-67

**Subject:** Resolution to Purchase Water Meters from Midwest Meter Inc.

**Action Requested:** Adopt Resolution

**Originated By:** Public Works and Engineering Department

**Referred To:** Mayor and Board of Trustees

**Summary of Background and Reason for Request**

The Village has been purchasing Badger water meters and equipment from Midwest Meter Incorporated for approximately fifteen years. In the past, Staff purchased directly from Badger Meter but they no longer sell directly to customers. Midwest Meter Incorporated is their area distributor and the only local source for the Badger meters and Orion meter reading system used by the Village. They are a dependable supplier with excellent customer service.

Staff has budgeted $100,000 this year for the purchase of new water meters. Many of these purchases by the Village will be sold to developers during the process of building new homes or residential developments, such as Parkway North and LeClair Estates. Staff also facilitates large meter inspections annually to determine the accuracy of large commercial meters. The meter inspections have historically resulted in replacement of several commercial meters, which are significantly more expensive than a residential meter. The cost of commercial meter replacement is borne by the Village, and is part of the annual budget.

Since nearly 100% of all the meters within the Village have been manufactured by Badger Meter, it is not recommended that price quotes for other brands be entertained at this time. Therefore, a waiver of bidding has been included as part of the resolution.

Staff requests that the Board adopt the resolution to purchase water meters and associated supplies from Midwest Meter Inc. on an as-needed basis NTE $100,000.

**Reports and Documents Attached:**

Resolution

**Date Referred to Board:** June 15, 2026

**Action Taken:** _____

**VILLAGE OF DEERFIELD**

**RESOLUTION NO. 2026-_____**

**A RESOLUTION APPROVING THE WAIVER OF COMPETITIVE BIDDING AND THE PURCHASE OF WATER METERS FROM MIDWEST METERS, INC.**

**WHEREAS,** the Village of Deerfield (***"Village"***) is a home rule municipality in accordance with Article VII, Section 6 of the Constitution of the State of Illinois of 1970; and

**WHEREAS**, the Village Public Works Department identified a need to purchase new water meters for new developments and to replace outdated and worn water meters; and

**WHEREAS**, the Village desires to purchase water meters manufactured by Badger Meter, Inc. (***"Meters"***) because they are compatible with the Village's water metering and billing software; and

**WHEREAS,** Midwest Meters, Inc. of Hampton, Iowa (***"Contractor"***) is the sole source and exclusive supplier of the Meters in the Midwest; and

**WHEREAS,** the Village Board has determined that it is in the best interest of the Village to waive competitive bidding and approve the purchase of the Meters from Contractor;

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE BOARD OF DEERFIELD, LAKE AND COOK COUNTY, ILLINOIS, AS FOLLOWS**:

**SECTION 1: RECITALS.** The Village Board hereby adopts the foregoing recitals as its findings, as if fully set forth herein.

**SECTION 2: WAIVER OF COMPETITIVE BIDDING.** Pursuant to its home rule authority, the Village Board hereby waives the advertising and bidding requirements for the purchase of the Meters.

**SECTION 3: APPROVAL OF PURCHASE.** Pursuant to its home rule authority, the Village Board hereby approves a purchase of Meters from Contractor for a price not to exceed $100,000.00 pursuant to a purchase order to be approved by the Village Manager.

**SECTION 4: AUTHORIZATION TO EXECUTE PURCHASE ORDER.** The Village Board hereby authorizes and directs the Village President and Village Manager to execute and attest, on behalf of the Village, a purchase order upon receipt by the Village Clerk of at least one original copy of the purchase order executed by Contractor; provided, however, that if the executed copy of the purchase order is not received by the Village Clerk within 30 days after the effective date of this Resolution, then this Resolution will, at the option of the Village Board, be null and void.

**SECTION 5: EFFECTIVE DATE.** This Resolution shall be in full force and effect from and after its passage and approval according to law.

AYES:

NAYS:

ABSTAIN:

ABSENT:

PASSED:

APPROVED:

RESOLUTION NO.

_____

Daniel C. Shapiro, Mayor

ATTEST:

_____

Kent S. Street, Village Clerk