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Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/13/2009 01:17 PM Pg: 1 of 50

This instrument was
prepared by and after
recording return to:

K&L Gates LLP
Attn: Gregory R. Andre, Esq.
70 W. Madison St., Suite 3100
Chicago, Illinois 60602-4207

space above for recording information

AMENDMENT TO COST RECOVERY AGREEMENT

by and between

CABELA'S RETAIL IL, INC.
an Illinois corporation

and

VILLAGE OF HOFFMAN ESTATES
an Illinois municipal corporation

dated

July 6, 2009

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AMENDMENT TO COST RECOVERY AGREEMENT

THIS AMENDMENT TO COST RECOVERY AGREEMENT (this "Amendment") is entered into as of the 6th day of July, 2009 by and between the VILLAGE OF HOFFMAN ESTATES, an Illinois municipal corporation (the "Village"), and CABELA'S RETAIL IL, INC., an Illinois corporation ("Cabela's"), under the following circumstances:

Recitals

- A. The Village and Cabela's Retail, Inc., a Nebraska corporation, entered into that certain Cost Recovery Agreement dated as of August 21, 2006 and recorded on December 29, 2006 as Document No. 0636331012 and on February 20, 2007 as Document No. 0705109061 against the property legally described on Exhibit "A" attached hereto and made a part hereof (the "Agreement") with respect to economic incentives for the Cabela's destination retail store which opened for business in September, 2007 in the "Entertainment and Shopping District" of the Village (the "Entertainment District");
- B. Cabela's has succeeded to the rights of Cabela's Retail, Inc., a Nebraska corporation, under the Agreement;
- C. The Entertainment District is located within the Sears Business Park known as Prairie Stone ("Prairie Stone") which is a State-created Economic Development Area ("EDA");
- D. Today, approximately 20 years after Prairie Stone and the EDA were established, some land within the Entertainment District remains undeveloped, some retail space within the Entertainment District is currently vacant;
- E. The Entertainment District adjoins Interstate 90 (the Northwest Tollway) and other highways, but lacks any signage identifying the Entertainment District or the businesses within it;

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F. The Village and Cabela's have determined that additional signage promoting the Entertainment District and the businesses therein would enhance business activity, accelerate the development of additional businesses, and be beneficial to employment, commerce and tax revenue to the State of Illinois, the County of Cook and the Village; and

G. The Village and Cabela's have entered into this Amendment to set forth the terms and conditions on which a sign advertising the Entertainment District and the businesses within it shall be installed, maintained and operated at a certain location within the Entertainment District.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Village and Cabela's hereby agree as follows:

1. **Sign Type and Location.** The sign depicted on Exhibit "B" attached hereto and made a part hereof (the "Sign") and related landscaping described on Exhibit "C" attached hereto and made a part hereof (the "Landscaping") shall be installed by Cabela's partly within Village right-of-way along Hoffman Boulevard and northwest of the bridge over the CN railroad tracks at the location described on Exhibit "D" attached hereto and made a part hereof and partly within an easement granted by the Prairie Stone Property Owner's Association, a copy of which easement is attached hereto as Exhibit "E" and made a part hereof (the "Sign Location") as provided further below. The Village represents and warrants to Cabela's that it owns title to the Sign Location area described on Exhibit "D" attached hereto.

2. **Sign Ownership and Funding.** The Sign shall be owned by the Village. The cost of the Sign, which is estimated to be approximately \$1,000,000, shall be paid for by Cabela's.

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3. **Sign Approvals.** Cabela's, at its sole expense and in the name of and on behalf of the Village, shall prepare all necessary applications and related submittal materials required by the Illinois Department of Transportation ("IDOT") and the Prairie Stone Property Owners Association (the "POA") for the Sign. All such applications shall be in conformance with this Agreement and filed by the Village with IDOT and the POA. The Village acknowledges and agrees that the Sign and this Amendment have been duly approved by all necessary Village action.

4. **Sign and Landscaping Installation.** Promptly upon the issuance of all permits and approvals required by IDOT, the Village and the POA, Cabela's shall install the Sign and the Landscaping on behalf of the Village at the Sign Location in a good and workmanlike manner and in accordance with all applicable laws and IDOT regulations.

5. **Sign Lease.** The Village hereby leases the Sign to Cabela's on the following terms and conditions (the "Lease"):

A. **Term.** The term of this Amendment including, without limitation, the Lease, shall be for twenty (20) years commencing on the date of installation of the Sign, which term shall be renewed automatically and without further notice or other action required for an additional and consecutive three (3) renewal terms of twenty (20) years each (a total possible Lease term of 80 years) (collectively, the "Term"), unless sooner terminated as expressly provided below. Promptly upon installation of the Sign, the Village and Cabela's shall confirm in writing the commencement date of the Term the "**Commencement Date Confirmation**").

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- B. Rent.** The total rent to be paid by Cabela's to the Village under the Lease for the Term shall be One Dollar (\$1.00), and the Village hereby acknowledges that such rent is fair and reasonable and that it has received such rent payment in full.
- C. Maintenance.** During the Term, Cabela's shall, at its sole expense, maintain, repair and keep the Sign in good working order and condition. Such maintenance and repair work may be performed by qualified and reputable contractors hired by Cabela's at its sole expense. Cabela's shall have no obligation to maintain the Landscaping.
- D. Access.** Cabela's and its agents, representatives and contractors are hereby granted a license by the Village during the Term over and upon the Village right-of-way in the immediate vicinity of the Sign to install the Sign and the Landscaping, change advertising on the panels, perform such maintenance, repairs and replacements as reasonably necessary and otherwise fulfill its obligations hereunder; provided, that Cabela's shall not unreasonably interfere with traffic on Hoffman Boulevard. Cabela's shall, at its sole expense, repair any damage to property including, without limitation, landscaping, arising out of such access.
- E. Insurance.** During the Term, Cabela's shall, at its sole expense, maintain insurance for the Sign against fire and other casualty for the full replacement cost of the Sign and against public liability in the sum of at least one million dollars (which sum shall be reasonably increased during the Term to account for inflation). Such insurance shall name the Village as an additional insured party. At the request of the Village, Cabela's shall provide to the Village a certificate evidencing such insurance.

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F. **Use.** The Village acknowledges and agrees that Cabela's shall have the right to use and operate the Sign 365 days a year and 24 hours a day, subject to the terms and conditions contained herein and otherwise as determined by Cabela's in its sole and absolute discretion. The video screen shall be no brighter than 6,500 NITZ during the day and no brighter than 2,500 NITZ during the night.

G. **Advertising.** The advertising space on the Sign shall be subject to the terms and conditions set forth below.

(i) **Village Panel Advertising.** The Entertainment District shall be advertised at the top of the Sign within the panel space depicted on Exhibit "B" attached hereto throughout the Term. The name of the Entertainment District shall be the name that is set forth on Exhibit "B" attached hereto; provided, that the Village shall have the right to change the name of the Entertainment District in its sole and absolute discretion.

The Village shall pay no sublease or other rent to Cabela's for the panel advertising the Entertainment District and the Village shall be liable for no maintenance or operating costs for such panel advertising of the Entertainment District; provided, that if the Village wishes to change the name of the Entertainment District, then Cabela's shall promptly make such change as directed by the Village and the Village shall pay Cabela's for its out-of-pocket costs incurred to make such change on or before the date that such expenses become due and payable by Cabela's.

(ii) **Village Video Advertising.** The Village shall have the right to periodic use of the digital video screen on the Sign for advertising (i) events or

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activities that are sponsored by the Village and occurring within the Entertainment District (e.g., a Village-sponsored relay race within the Entertainment District), (ii) the Entertainment District itself (e.g., "Welcome to the Entertainment District"), (iii) invitations to open a new business within the Entertainment District (e.g., "Locate Your New Art Gallery in the Entertainment District"), but not "For Sale" or similar ads denoting land or buildings available for sale or lease, (iv) the opening of a new business within the Entertainment District (e.g., "ABC Company Grand Opening on January 1"), (v) a special one-time or annual event occurring at a business within the Entertainment District (e.g., "Annual ABC Charity Fundraiser Dinner at XYZ Hotel on June 1") or other special events as reasonably and mutually agreed upon by the Village and Cabela's or (vi) any other matter for a business within the Entertainment District for a period of time not exceeding one calendar year per business during the Term (e.g., "ABC Theater Now Open", which ad may be displayed for all or any portion of the video time allocated to the Village as provided below for up to one calendar year) provided that the Village is not paid for such business advertising. Such video screen advertising by the Village shall be subject to the following terms and conditions:

- (a) Commencement. Such video advertising shall commence anytime after the expiration of four (4) months after the beginning of the Term and shall continue until the expiration of the Term.
- (b) Total Time. Such video advertising shall not exceed five percent (5%) of the total video screen time in any one (1) calendar month period

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(unused time shall be lost and not credited toward additional time in the future).

(c) Advertising Time and Frequency. The length of time and frequency with which such advertising shall be displayed (e.g., 1 day every 20 days, 1 hour every 20 hours, 10 seconds every 200 seconds, etc.) shall be reasonably determined by Cabela's in consultation with the Village; provided, that when such Village advertising is displayed, it shall receive a fair and proportionate share of display time during peak traffic and other desirable times.

(d) Production Costs. The Village shall, at its sole expense, pay for all costs of producing the video advertising to be displayed on the Sign and any out-of-pocket costs incurred by Cabela's in connection with incorporating such advertising into the video screen, which costs shall be paid by the Village on or before the date that such expenses become due and payable by Cabela's, except as follows: Cabela's shall, at its sole expense, pay for or produce for the Village (i) up to three (3) graphic static (non-motion) video ads per calendar year during the Term as long as the Village provides, at its expense, the graphic images to Cabela's (e.g., a photograph or drawing) and (ii) up to six (6) alpha-numeric (non-graphic ads with only letters and/or numbers), with the number of such ads reasonably prorated for any partial calendar years at the beginning and end of the Term. The Village shall pay no sublease or other rent to Cabela's

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for the video screen and be liable for no maintenance or operating costs for the video screen.

(iii) **Village Advertising Generally.** The Village shall comply with such reasonable procedures as may be established by Cabela's to implement such panel advertising and video screen advertising by the Village and to coordinate it with any Sign operator hired by Cabela's.

(iv) **Entertainment District Business Panel Advertising.** Throughout the Term, Cabela's shall use diligent efforts to sublease all of the advertising panel space on the Sign (other than the Entertainment District panel at the top of the Sign and the Cabela's panel on the Sign in the space depicted on Exhibit "B" attached hereto) (the "Panel Subleases") to other businesses located, or planned to be located, within the Entertainment District (the "Panel Subtenants") on the following terms and conditions:

(a) **Rent.** Unless otherwise mutually agreed upon between Cabela's and the Panel Subtenant, the amount of rent to be paid to Cabela's for Panel Subleases shall be equal to the current fair market rent for such advertising panels at the time each Panel Sublease is entered into which shall take into account all relevant factors including, without limitation, the terms and conditions of the Panel Sublease, the size of the advertising panel and the then-current rate for advertising on other signs along Interstate 90. Panel Sublease rent shall be payable on a monthly basis unless otherwise mutually agreed upon between Cabela's and the Panel

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Subtenant (e.g., the Panel Subtenant may agree to prepay rent for the entire term of the Panel Sublease in a lump sum).

(b) Maintenance and Operating Costs. Unless otherwise mutually agreed upon between Cabela's and the Panel Subtenant or included in the Panel Sublease rent, a fair and proportionate share of the cost of maintaining and operating the Sign (excluding the video screen) shall be due and payable by the Panel Subtenant to Cabela's.

(c) Term. Cabela's shall offer Panel Subleases for terms as short as one (1) year. Cabela's and Panel Subtenants may mutually agree on Panel Sublease terms of any duration.

(d) Cabela's Panel. Cabela's shall have the right, determined in its sole and absolute discretion and without any obligation, to sublease to Panel Subtenants all or any part of the advertising panel allocated to Cabela's as depicted on Exhibit 'B' attached hereto for all or any part of the Term.

(e) Panels Not Subleased. Cabela's shall display advertising on any and all panels that are not subleased to Panel Subtenants for any purpose determined by Cabela's in its sole and absolute discretion, provided, that any ad panel that is not subleased or otherwise used may remain blank for up to sixty (60) days.

(f) Panel Modifications. Cabela's shall have the right to divide, consolidate and otherwise modify the size of any and all advertising panels on the Sign in its sole and absolute discretion; provided, that it may

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not modify the panel advertising the Entertainment District or modify the outside (overall) dimensions of the Sign.

(g) Other Panel Sublease Terms. Other terms of the Panel Subleases shall be commercially reasonable.

(v) Entertainment District Business Video Advertising.

Throughout the Term, Cabela's shall use diligent efforts to sublease at least fifteen percent (15%) of the total video screen advertising time (the "Video Subleases") to other businesses located, or planned to be located, within the Entertainment District (the "Video Subtenants") on the following terms and conditions:

(a) Rent. Unless otherwise mutually agreed upon between Cabela's and the Video Subtenant, the amount of rent for Video Subleases to be paid to Cabela's shall be equal to the current fair market rent for such video advertising at the time each Video Sublease is entered into which shall take into account all relevant factors including, without limitation, the terms and conditions of the Video Sublease, the duration and frequency of the video advertising and the then-current rate for video advertising on other signs along Interstate 90. Video Sublease rent shall be payable on a monthly basis unless otherwise mutually agreed upon between Cabela's and the Video Subtenant (e.g., the Video Subtenant may agree to prepay rent for the entire term of the Video Sublease in a lump sum).

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(b) Maintenance and Operating Costs. Unless otherwise mutually agreed upon between Cabela's and the Video Subtenant or included in the Video Sublease rent, a fair and proportionate share of the cost of maintaining and operating the video screen on the Sign shall be due and payable by the Video Subtenant to Cabela's.

(c) Term. Cabela's shall offer Video Subleases for terms as short as one (1) month. Cabela's and the Video Subtenants may mutually agree on a Video Sublease terms of any duration.

(d) Cabela's Video Time. Cabela's shall have the right, determined in its sole and absolute discretion and without any obligation, to sublease to the Video Subtenants or others all or any part of the video screen advertising time allocated to Cabela's, which is up to eighty percent (80%) of the total time (100% minus at least 5% for the Village and at least 15% for the Video Subtenants).

(e) Video Time Not Subleased. Cabela's shall have the right, but not the obligation, to display advertising on the video screen for all or any portion of video screen advertising time that is not subleased to Video Subtenants or others for any purpose determined by Cabela's in its sole and absolute discretion.

(f) Other Video Sublease Terms. Other terms of the Video Subleases shall be commercially reasonable.

6. Ad Content. Cabela's shall have the right to deny any ad proposed by another business in the Entertainment District or by the Village for any business, product, service or

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event that competes directly with Cabela's or is otherwise reasonably objectionable to Cabela's on grounds that the ad would be harmful to its business, except that ads for restaurants in the Entertainment District shall not be prohibited. Examples of ads that could be denied include, without limitation, ads displaying fishing lures or other fishing products, hunting clothing or other hunting products, firearms, hiking boots, credit cards, archery range, a hunting, fishing or camping retail store or travel agency, an anti-hunting or anti-firearm organization and "X Rated" or "Adult" products or entertainment. Examples of ads that could not be denied include, without limitation, ads displaying tennis rackets, golf clubs, a home improvement or general merchandise retail store, a car dealer, a restaurant, a hotel, a waterpark, a movie theater, a sports or music venue, an off-track betting establishment, a bowling alley and an exercise or fitness center.

7. **Miscellaneous.**

A. **Cooperation.** The Village and Cabela's shall reasonably cooperate with each other in regards to all matters relating to the Sign so that the purpose and the intent of this Amendment are fulfilled. Such cooperation shall include, without limitation, the execution of any additional documentation reasonably necessary to fulfill the purpose and intent of this Amendment and any reasonable assistance required with respect to electrical service for the Sign. The Village shall not approve any other proposed freestanding sign that requires a sign permit from IDOT and is located within 500 feet of the Sign as depicted on Exhibit "F" attached hereto and made a part hereof or any other sign, building, improvement or landscaping that would obstruct the view of the Sign from Interstate 90. The Village shall not condemn or exercise any rights of eminent domain to acquire or terminate this Amendment or Cabela's rights with respect to the Sign or, if

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ownership of the Sign is transferred to Cabela's as provided below, to acquire the Sign itself.

B. Recording. Cabela's shall have the right to record this Amendment together with the Commencement Date Confirmation with the Cook County Recorder of Deeds Office at any time after the Commencement Date Confirmation has been executed.

C. Assignment. Cabela's shall have the right, but not the obligation, to transfer and assign its rights, obligations and liabilities under this Amendment to any business or businesses located within the Entertainment District or any association formed for the Entertainment District including, without limitation, any successor owner or occupant of the Cabela's retail store, in which case Cabela's shall no longer have any liability or obligation under this Amendment (but Cabela's shall remain liable and obligated under the remainder of the Agreement). Any advertising displayed by such assignee or successor shall relate to an entertainment, dining or shopping business or activity within the Entertainment District as reasonably determined by the Village. Cabela's shall also have the right, but not the obligation, to hire one or more reputable and qualified parties to maintain and/or operate the Sign on behalf of Cabela's, which hiring may be in the form of a transfer and assignment of its rights, obligations and liabilities under this Amendment and, in that event, Cabela's shall remain liable and obligated under this Amendment. At the request of Cabela's, the Village shall cooperate in executing any assignment or other documents required for the foregoing purposes.

D. IDOT. Cabela's shall comply with all laws and IDOT regulations applicable to the Sign; provided, however, the Village acknowledges that these laws and regulations are subject to interpretation and, therefore, the Village and Cabela's agree

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further as follows: If IDOT or other governmental authority having jurisdiction over the Sign issues a notice alleging a violation of laws or regulations or otherwise requires that the Sign be modified or removed to comply with applicable laws or regulations, then the Village shall promptly notify Cabela's thereof and Cabela's shall, at its sole expense, remedy such violations, make such modifications or remove the Sign, as the case may be, subject to Cabela's rights to terminate this Amendment and to contest such matter as set forth below. At the request of Cabela's, the Village shall allow Cabela's, at its sole expense, to contest such violation or such modification or removal requirement through the applicable IDOT appeal process or litigation and, in that event, Cabela's shall not be required to remedy such violation, make such modification or remove the Sign, as the case may be, unless and until required to do by a final and binding judicial order. Cabela's shall indemnify and hold the Village harmless from and against any violation of IDOT regulations arising out of any advertising on the Sign by Cabela's but not advertising on the Sign by the Village or any Panel Subtenants or Video Subtenants.

E. **Future Sign Permits.** A Village sign permit shall be required as a condition precedent to changing ads on the panel parts of the Sign, but no Village sign permit or other Village approval shall be required to change ads on the video screen part of the Sign.

The Village and Cabela's acknowledge and agree that during the Term various changes or events may occur that impact the Sign. For example, the Sign may need replacement due to casualty or the expiration of its useful life and the video and other technology applicable to the Sign may change. Accordingly, Cabela's shall have the right, at its sole expense, to repair or replace the Sign in a reasonable manner and in

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compliance with applicable law and IDOT regulations; provided, as follows: (i) if Cabela's wishes to modify the Sign (for example, change any of its dimensions, consolidate or divide ad panels or enlarge the video screen), then a Village sign permit shall be required as a condition precedent to making such modification, and (ii) if Cabela's wishes to repair or replace all or any part of the Sign without modifying it (for example, replace a broken ad panel), then no Village sign permit or other Village approval shall be required.

F. Termination. The Village acknowledges that circumstances might arise during the Term that would make it reasonable or necessary for Cabela's to terminate this Amendment. For example, if the Sign requires replacement prior to the end of the Term and such replacement is not economical or the need and demand for advertising on the Sign make continued maintenance and operation of the Sign uneconomical. Accordingly, Cabela's shall have the right, which may be exercised in its sole and absolute discretion and for any reason whatsoever, to terminate this Amendment at any time by giving written notice thereof to the Village and, upon such termination, neither party shall have any further obligations or liabilities under this Amendment, except that if the Sign has been installed, then at the request of the Village, Cabela's shall remove it promptly at its sole expense.

G. Option to Purchase. The Village acknowledges that applicable laws and IDOT regulations in the future may allow the Sign to be owned by Cabela's, and that may be preferred by the Village. Accordingly, Cabela's shall have the right and option, which may be exercised in its sole and absolute discretion at any time during the Term, to purchase the Sign from the Village by giving written notice thereof to the Village

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together with payment in the sum of One Dollar (\$1.00) representing the total purchase price for the Sign. In that event, the Village shall promptly deliver a proper bill of sale to Cabela's, there shall be no Lease between the Village and Cabela's, but Cabela's shall remain obligated to provide the same panel and video advertising to the Village and to other businesses in the Entertainment District (by leases and not subleases) as provided under the Lease and this Amendment shall otherwise remain in full force and effect.

H. Village Right of First Refusal. If Cabela's exercises its option to purchase the Sign as provided in Section 7.G above, ownership of the Sign is transferred by the Village to Cabela's by bill of sale as provided in Section 7.G above and Cabela's receives at any time thereafter a written offer to purchase the Sign that Cabela's wishes to accept, then the Village shall have the right of first refusal to purchase the Sign on the following terms and conditions: (i) Cabela's shall provide a copy of such offer to the Village; (ii) the Village may exercise such right of first refusal by giving written notice thereof to Cabela's within thirty (30) days after the Village receives such offer, which notice from the Village shall expressly state that the Village shall purchase the Sign from Cabela's on the same monetary and other terms and conditions as are set forth in such offer; and (iii) upon receipt of such notice from the Village, Cabela's and the Village shall be deemed to have a binding contract for the Village to purchase the Sign on the same terms and conditions as are set forth in such offer.

I. Resale. If all or any part of the Sign is removed by Cabela's pursuant to its rights expressly provided herein, then Cabela's shall have the right in its sole and absolute discretion to sell it at any price it wishes and to retain the sale proceeds as its sole property or to use it at another Cabela's retail store or other facility.

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J. Default/Remedy. In addition to the remedies available to the Village in the event of a default by Cabela's with respect to the Sign which remains uncured after the expiration of the cure period provided in Section 10 of the Agreement, the Village shall have the right, but not the obligation, to assume any and all responsibility for the maintenance and operation of the Sign pending a final and binding resolution of the matter by court order.

K. Term. The Village and Cabela's acknowledge and agree that the Agreement provides in Section 12 for a term that expires on December 31, 2024 (subject to extension or earlier termination as expressly provided therein) and this Amendment including, without limitation, the Lease, has a potential "Term" of eighty (80) years as defined in Section 5.A above. Accordingly, the Village and Cabela's acknowledge and agree that (i) the expiration date of December 31, 2024 (subject to extension or earlier termination as expressly provided in the Agreement) shall remain in effect for the matters that are the subject of the Agreement (excluding this Amendment), (ii) this Amendment shall survive that expiration date and (iii) this Amendment including, without limitation, the Lease, shall not expire until the expiration of the Term.

L. Recitals. The recital paragraphs A to G set forth at the beginning of this instrument are incorporated herein by this reference and made a part of this Amendment.

M. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same agreement.

N. Amendment. This Amendment amends the Agreement. Except as expressly set forth herein, the Agreement shall remain in full force and effect. In the

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event of any conflict or inconsistency between the provisions contained in this Amendment and the provisions contained in the Agreement, the provisions contained in this Amendment shall supersede, govern and prevail. This Amendment may not be amended unless in writing and signed by the Village and Cabela's.

[Remainder of this page intentionally blank. Signature page follows.]

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IN WITNESS WHEREOF, the Village and Cabela's have caused this Amendment to be executed as of the date first written above.

VILLAGE OF HOFFMAN ESTATES

CABELA'S RETAIL IL, INC.

By: William D. McLeod
William D. McLeod
Village President

By: _____

President

ATTEST:

By: Bev Romanoff
Bev Romanoff
Village Clerk

Property of Cook County Clerk's Office

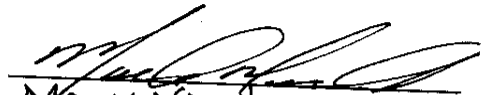
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IN WITNESS WHEREOF, the Village and Cabela's have caused this Amendment to be executed as of the date first written above.

VILLAGE OF HOFFMAN ESTATES

CABELA'S RETAIL IL, INC.

By: _____
William D. McLeod
Village President

By: 
Mark Nienhueser
Vice President

ATTEST:

**REVIEWED/APPROVED
CABELA'S LEGAL DEPT.**

KTK/by AP
7-6-09

By: _____
Bev Romanoff
Village Clerk

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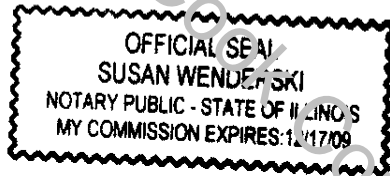
State of Illinois)
County of Cook) ss

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that WILLIAM D. MCLEOD., PRESIDENT, and BEV ROMANOFF, VILLAGE CLERK, of VILLAGE OF HOFFMAN ESTATES, an Illinois municipal corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act on behalf of the VILLAGE OF HOFFMAN ESTATES, an Illinois municipal corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 6th day of July, 2009.

My commission expires 12/17, 2009.

Notary Public Susan Wendecki



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State of Nebraska)
County of Cheyenne) ss

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Mark Nienhueser, Vice PRESIDENT, of CABELA'S RETAIL IL, INC., an Illinois corporation, 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 signed, sealed and delivered the said instrument as his free and voluntary act on behalf of CABELA'S RETAIL IL, INC., an Illinois corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 6th day of July, 2009.

My commission expires February 1, 2011.

Notary Public Shannon R Pittam



Cook County Clerk's Office

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Exhibit "A"
to
Amendment to Cost Recovery Agreement

LEGAL DESCRIPTION OF CABELA'S LAND

LOT 4A5D2A IN THE FINAL PLAT OF RESUBDIVISION OF LOTS 4A5B, 4A5C AND 4A5D2 IN PRAIRIE STONE, BEING A RESUBDIVISION OF PART OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 19, 2006 AS DOCUMENT NUMBER 0635309102, IN COOK COUNTY, ILLINOIS.

CONTAINING 31.0880 ACRES

PERMANENT INDEX NUMBERS:

- 01-32-400-011
- 01-32-400-012
- 01-32-400-021
- 01-32-302-041

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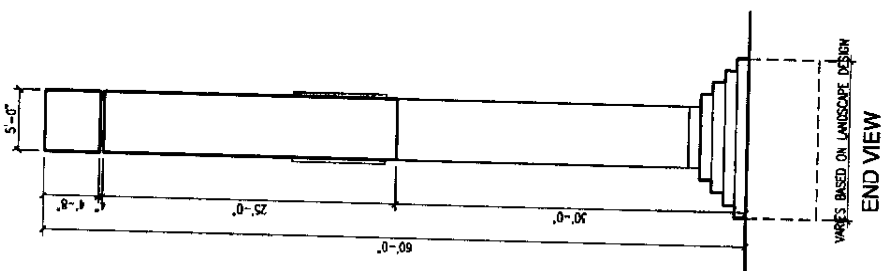
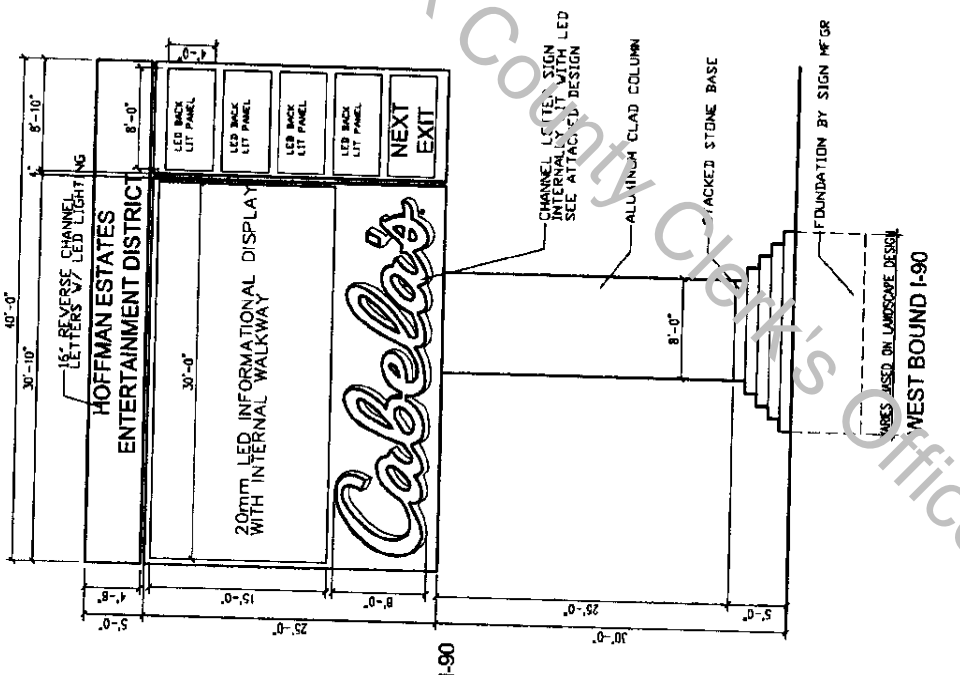
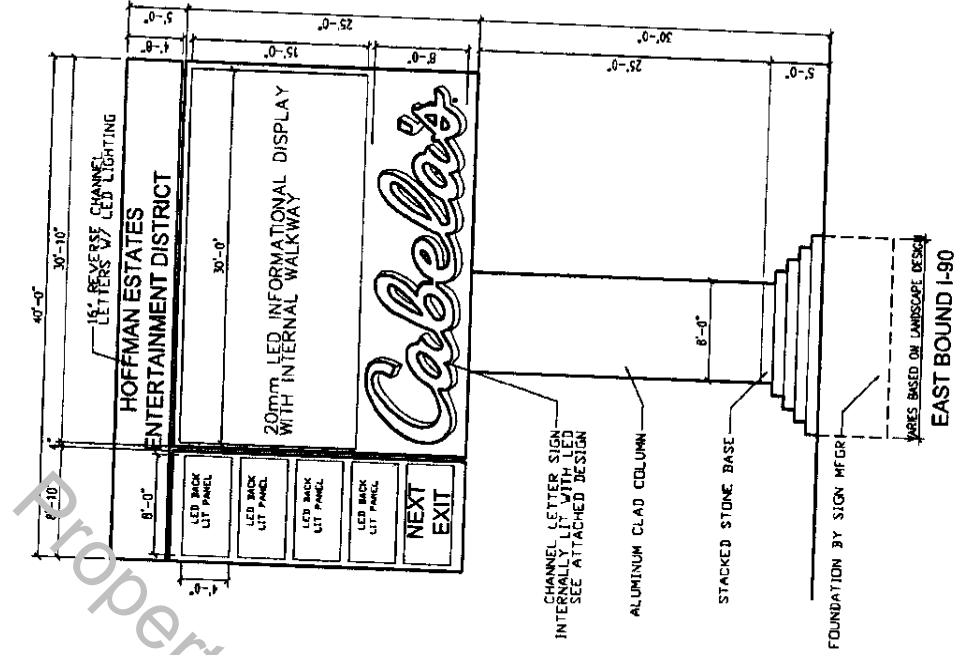
Exhibit "B"
to
Amendment to Cost Recovery Agreement

SIGN ELEVATION DRAWINGS

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X X X X

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Exhibit "C"
to
Amendment to Cost Recovery Agreement

SIGN LANDSCAPING PLAN

Property of Cook County Clerk's Office



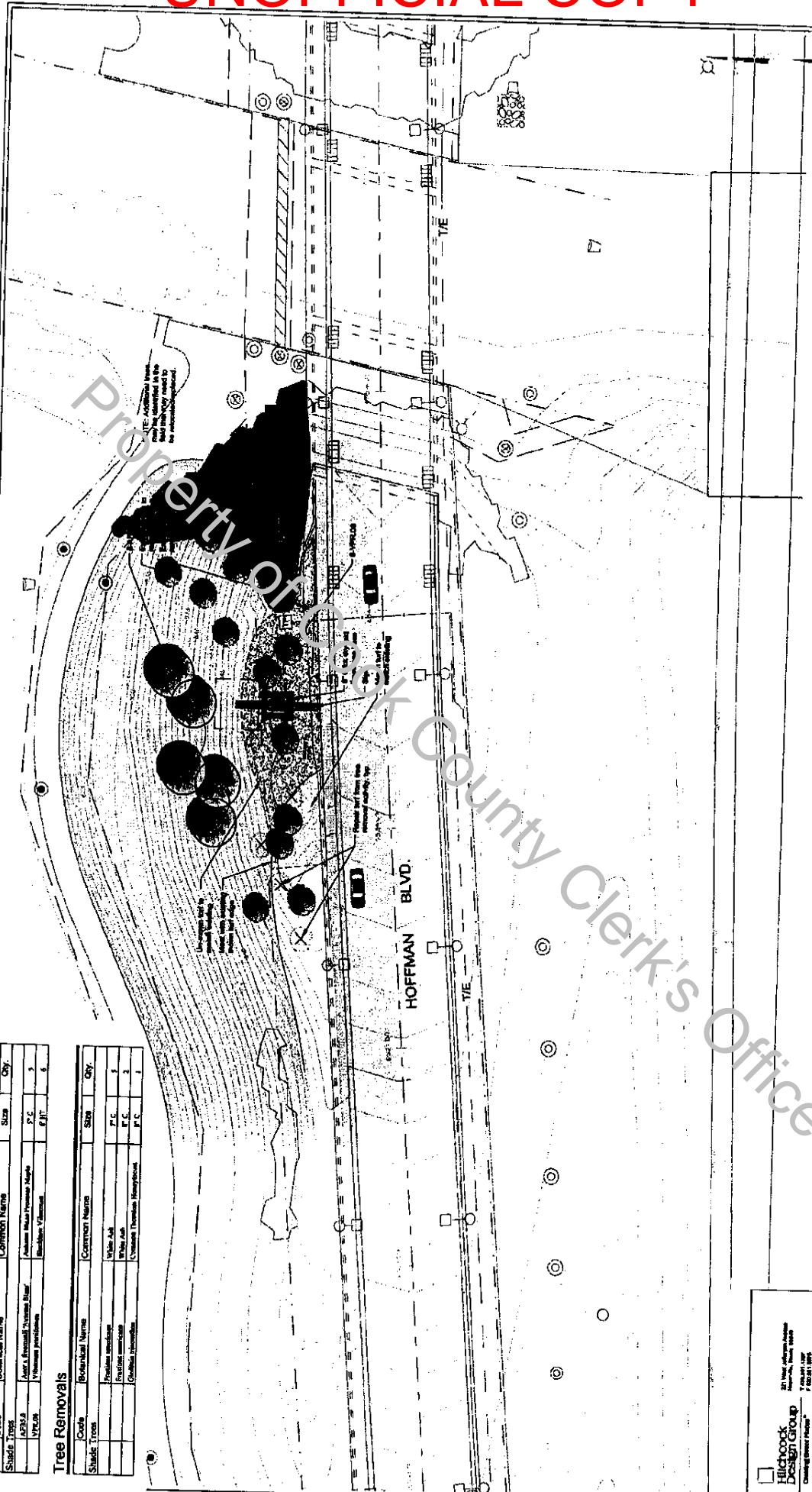
UNOFFICIAL COPY

Plant list

Code	Botanical Name	Common Name	Size	Qty.
Shade Trees				
AFRMA	Aster, Annual/Summer Blooming	Medium to Large	5' C.	5
VPLR	Various Perennials	Medium	6' FT.	6

Tree Removals

Code	Botanical Name	Common Name	Size	Qty.
Shade Trees				
	Various	Medium	5' C.	1
	Various	Medium	5' C.	1
	Various	Medium	5' C.	1



REVISIONS

NO.	DATE	DESCRIPTION	BY	DATE
1	08/11/11	ISSUED FOR PERMIT	DAF	
2	08/11/11	REVISED PER PERMIT COMMENTS	DAF	

LANDSCAPE PLAN

PYLON SIGN
HOFFMAN/STATES, ILLINOIS

DATE: 08/11/11
SCALE: 1" = 20'

DESIGNER: DAF
CHECKER: DAF
APPROVER: DAF

HEILBROCK DESIGN GROUP
21 West Jefferson Avenue
Naperville, Illinois 60563
TEL: 630.251.8100
F: 630.251.1899

VE CONSULTING
788 James Avenue
Naperville, Illinois 60563
TEL: 630.251.8100
F: 630.251.1899

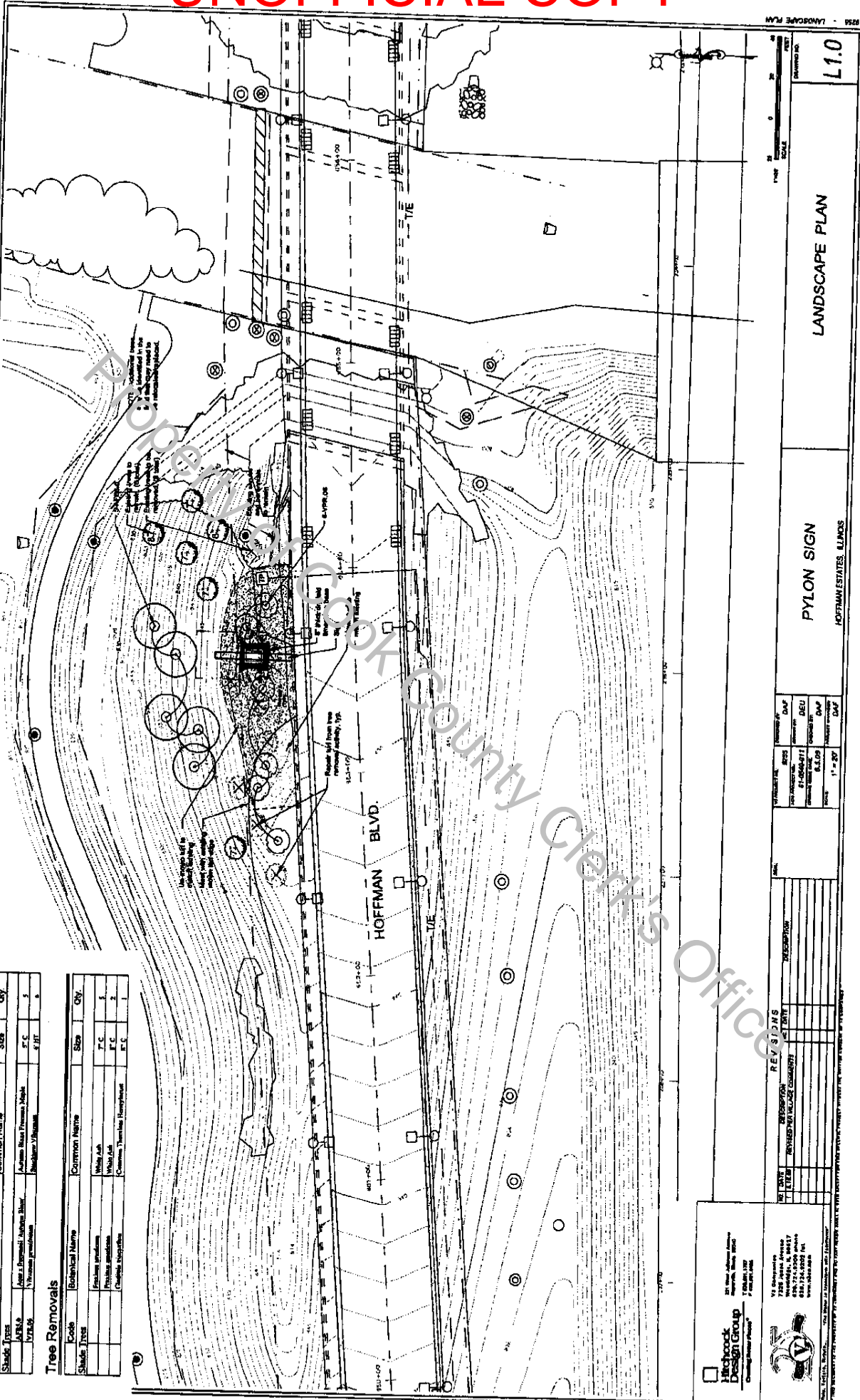
UNOFFICIAL COPY

Plant list

Code	Botanical Name	Common Name	Size	Qty.
Shade Tree				
AKM2	<i>Azara lamarckii</i> 'Autumn Blue'	Autumn Blue Fringe, Maple	8' C	5
PTK05	<i>Platanus occidentalis</i>	Sycamore / Platanus	8' JT	6

Tree Removals

Code	Botanical Name	Common Name	Size	Qty.
Shade Tree				
	<i>Fraxinus americana</i>	White Ash	7' C	1
	<i>Prunella americana</i>	Black Alder	8' C	2
	<i>Quercus macrocarpa</i>	Common Yellow-bark Heartshoat	8' C	2



LANDSCAPE PLAN

PYLON SIGN
HOFFMAN ESTATES, ILLINOIS

L1.0

DATE: 11/20/20
SCALE: 1" = 20'

NO.	DATE	DESCRIPTION	REVISED PER	COMMENTS	BY	DATE
1	11/20/20	REVISED PER RELEASE COMMITTEE	11/20/20		DAF	
2	11/20/20	REVISED PER RELEASE COMMITTEE	11/20/20		DAF	

REVISIONS

11/20/20

PROJECT INFORMATION

PROJECT NO: 20-00000000-0000

CLIENT: HOFFMAN ESTATES, ILLINOIS

DATE: 11/20/20

DESIGNER

Hedbrook Design Group

20 West Adams Avenue
Chicago, Illinois 60604
773.462.1000

PREPARED BY

DAF

UNOFFICIAL COPY

Exhibit "D"
to
Amendment to Cost Recovery Agreement

SIGN LOCATION LEGAL DESCRIPTION

XX XX XX

Property of Cook County Clerk's Office

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LEGAL DESCRIPTION OF SIGN LOCATION

INCLUDES BOTH PROPERTY OWNERS ASSOCIATION EASEMENT AREA AND VILLAGE RIGHT-OF-WAY AREA

THAT PART OF LOT 4D1 IN THE RESUBDIVISION OF LOTS 4A AND 4D, BEING A SUBDIVISION OF PARTS OF SECTIONS 31 AND 32, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN AND IN SECTION 4, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 27, 1994 AS DOCUMENT NO. 94838172, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF THE ELGIN, JOLIET AND EASTERN RAILROAD AND THE NORTHERLY RIGHT OF WAY LINE OF COLUMBINE BOULEVARD HERETOFORE DEDICATED PER DOCUMENT NUMBER 96736184; THENCE WESTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE OF COLUMBINE BOULEVARD THE FOLLOWING TWO COURSES: (1) THENCE WESTERLY ALONG AN ARC OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1249.65 FEET, A CHORD BEARING OF SOUTH 86 DEGREES 55 MINUTES 10 SECONDS WEST 70.89 FEET TO A POINT OF TANGENCY; (2) THENCE SOUTH 85 DEGREES 17 MINUTES 39 SECONDS WEST 86.55 FEET TO THE PLACE OF BEGINNING; THENCE SOUTH 00 DEGREES 16 MINUTES 38 SECONDS WEST 35.50 FEET TO THE BACK OF CURB OF AN EXISTING ROADWAY; THENCE WESTERLY ALONG SAID BACK OF CURB THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) SOUTH 86 DEGREES 32 MINUTES 53 SECONDS WEST, 10.74 FEET; 2) SOUTH 85 DEGREES 50 MINUTES 56 SECONDS WEST 12.32 FEET; THENCE NORTH 00 DEGREES 16 MINUTES 38 SECONDS EAST 57.92 FEET; THENCE SOUTH 89 DEGREES 43 MINUTES 22 SECONDS EAST 23.00 FEET; THENCE SOUTH 00 DEGREES 16 MINUTES 38 SECONDS WEST 20.76 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

NOTE: PART OF THE PROPERTY DESCRIBED ABOVE IS PUBLIC RIGHT-OF-WAY AND HAS NO PIN NUMBER

PIN NUMBER: 01-32-400-004

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VILLAGE OF HOFFMAN ESTATES ENTERTAINMENT DISTRICT HOFFMAN ESTATES, ILLINOIS

P.I.N. 01-32-400-004

PYLON SIGN LOCATION EXHIBIT OF LEGAL DESCRIPTION OF POA EASEMENT AND VILLAGE LAND FOR PYLON SIGN

ABBR. ABBREVIATIONS

N	NORTH
S	SOUTH
E	EAST
W	WEST
C	CHORD BEARING
A	ARC LENGTH
R	RADIUS
U.E.	UTILITY EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
PC	POINT OF CURVATURE
PCC	POINT OF CURVATURE CURVAURE
PRC	POINT OF REVERSE CURVATURE
PT	POINT OF TANGENCY
(REC)	RECORDED DATUM
MEAS.	MEASURED DATUM
[CALC]	CALCULATED DATUM
INFORMATION	INFORMATION TAKEN FROM DEED
EXCEPTION TO BLANKET EASEMENT	
M.U.E.	MUNICIPAL UTILITY EASEMENT
I.E.	INGRESS & EGRESS EASEMENT
EX.	EXISTING
PRO.	PROPOSED
PHG.	PORTHING (STATE PLANE)
E 1019268.84	EASTING (STATE PLANE)
N 1967174.44	NORTHING (STATE PLANE)

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

I, CHARLES W. BARTOZ, AN ILLINOIS PROFESSIONAL LAND SURVEYOR DO HEREBY CERTIFY THAT THE HEREIN DRAWN WAS PREPARED BY ME AND UNDER MY DIRECTION, ALL DIMENSIONS SHOWN ARE IN FEET AND DECIMAL PARTS THEREOF.

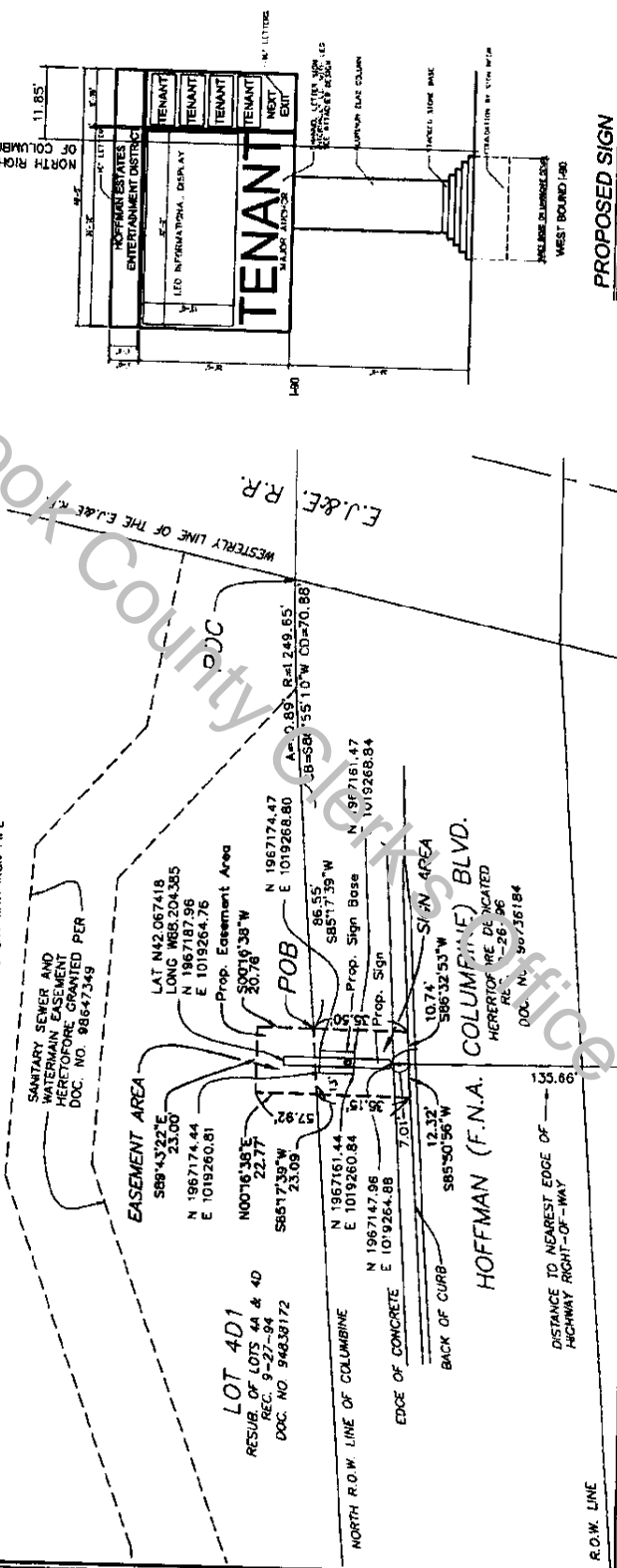
GIVEN UNDER MY HAND AND SEAL THIS 17TH DAY OF JUNE, A.D. 2009.

Charles W. Bartoz
Charles W. Bartoz
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-1098
MY LICENSE EXPIRES ON NOVEMBER 15, 2013
V3 COMPANIES OF ILLINOIS, LTD. PROFESSIONAL DESIGN FIRM NO. 18-0005902
THIS DESIGN FIRM NUMBER EXPIRES APRIL 30, 2011.

LEGEND

SECTION CORNER
 QUARTER SECTION CORNER
 PROPERTY LINE
 EXISTING RIGHT-OF-WAY LINE
 PROPOSED RIGHT-OF-WAY LINE
 EXISTING LOT LINE
 PROPOSED LOT LINE
 EX. & PRO. CENTERLINE
 EXISTING EASEMENT LINE
 PROPOSED EASEMENT LINE
 EX. & PRO. BUILDING SETBACK LINE
 SECTION LINE

FOUND DISK IN CONCRETE
 FOUND BRASS DISC
 FOUND IRON MARKER
 FOUND IRON ROD
 FOUND RAILROAD SPIKE
 FOUND PK NAIL
 FOUND MAG NAIL
 FOUND CUT CROSS
 FOUND IRON PIPE
 FOUND IRON BAR
 SET TRAVERSE POINT
 SET PK NAIL
 SET MAG NAIL
 SET IRON PIPE
 SET CONCRETE MONUMENT WITH BRASS DISC
 SET CONCRETE MONUMENT WITH IRON PIPE



REVISIONS

NO.	DATE	DESCRIPTION	BY	CHK.

PROJECT No. 2009-023
Project Name Village of Hoffman Estates
Client Name Village of Hoffman Estates
Project No. 2009-023
Project Manager Charles W. Bartoz
Scale 1" = 30'

DATE OF COMPLETION 09-22-09
DATE OF FIELD WORK 08-28-09

PYLON SIGN LOCATION EXHIBIT

HOFFMAN ESTATES ENTERTAINMENT DISTRICT

SCALE 1" = 30'

7208 Illinois Avenue, Suite 100
Woodridge, IL 60077
630.724.8200 ext. 400
400 794.0044 fax
www.vss.com

**Engineers
Scientists
Surveyors**

Village of Hoffman Estates
1500 HASSELL ROAD
HOFFMAN ESTATES, IL 60169
630-382-9100



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Exhibit "E"
to
Amendment to Cost Recovery Agreement

ENTERTAINMENT DISTRICT SIGN EASEMENT AGREEMENT

Property of Cook County Clerk's Office



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This instrument was prepared by and after recording return to:

Village of Hoffman Estates
Attn: Arthur L. Janura,
Corporation Counsel
1900 Hassell Road
Hoffman Estates, IL 60195



Doc#: 0919139039 Fee: \$64.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/10/2009 02:27 PM Pg: 1 of 15

space above for recording information

ENTERTAINMENT DISTRICT SIGN EASEMENT AGREEMENT

THIS ENTERTAINMENT DISTRICT SIGN EASEMENT AGREEMENT (this "Agreement") is made as of this 6th day of July, 2009 by and between the PRAIRIE STONE PROPERTY OWNERS ASSOCIATION, an Illinois not-for-profit corporation (the "POA"), and the VILLAGE OF HOFFMAN ESTATES, an Illinois municipal corporation (the "Village"), under the following circumstances:

Recitals

- A. The Village Entertainment District area is depicted on Exhibit "A" attached hereto and made a part hereof (the "Entertainment District");
- B. The POA is the owner of certain real property located within the Entertainment District containing approximately 523.71 square feet and described in Exhibit "B" attached hereto and made a part hereof (the "Easement Area");
- C. The Village wishes to install a sign advertising its Entertainment District, which sign is depicted on Exhibit "C" attached hereto and made a part hereof (the "Sign");
- D. The Village wishes for the Sign to be located partly on land owned by the Village and partly on the Easement Area as depicted the site plan attached hereto as Exhibit "D" and made a part hereof; and
- E. The Village and the POA have entered into this Agreement to set forth the terms and conditions on which the Village may use the Easement Area for the Sign. If the terms of this Agreement conflict with any other agreement regarding sign advertising for the Village Entertainment District, this Agreement shall govern and prevail.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

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1. Easement.

A. Grant. The POA hereby grants to the Village a non-exclusive easement on, over and across the Easement Area to install, own, operate, maintain, repair and replace the Sign; provided, as follows:

(i) Grading. The Village shall use the ground level (grade level) portion of the Easement Area only for purposes of installing the Sign, which installation shall be completed within six (6) months after the date hereof. The installation shall include grading which shall be performed by the Village in accordance with those certain Final Engineering Plans for Pylon Sign Hoffman Estates, Illinois prepared by V3 Companies, the original issue date of which is June 5, 2009 and that certain Landscape Plan prepared by V3 Companies, the original issue date of which is June 5, 2009 and the last revision date of which is June 18, 2009, a copy of which the POA acknowledges receipt (collectively, the "Engineering Plans").

(ii) Landscaping. The Village shall remove and replace trees in accordance with the Engineering Plans within six (6) months after the date hereof. These trees are located outside the permanent Easement Area, and the POA hereby grants a temporary easement to the Village within the area reasonably required for such limited purpose and such limited period of time.

(iii) Air Rights. After the Sign has been installed and the landscaping performed as provided above, the Village shall use only the portion of the Easement Area that is above ground (the air rights) to own, operate, maintain, repair and replace the Sign, and the Village shall no longer have any use of the remainder of the Easement Area, except to the extent necessary to replace all or part of the Sign, in which case the Village may use the ground level (grade level) portion of the Easement Area for that purpose.

B. Term. This easement shall commence as of the date hereof and shall expire upon the first to occur of (i) eighty (80) years after the date of this Agreement, (ii) the date on which the Village no longer owns the Sign or (iii) six (6) months after the date on which the Sign has been removed from the Easement Area and not replaced.

C. Advertising Restriction. The Sign shall be used only to advertise (i) the Entertainment District (the name of which shall be determined by the Village in its sole discretion) or (ii) the businesses located, or activities occurring, within the Entertainment District. No changes may be made to any of the Exhibits attached hereto (including, but not limited to, Exhibit "A") without the express written consent of the parties to this Agreement.

D. Leasing and Operation. The Village shall have the right in its sole discretion (i) to grant leases or licenses for all or any part of the Sign to businesses located within the Entertainment District (and to grant such businesses subleasing or sublicensing rights, which rights shall also be limited to sublessees or sublicensees which are businesses

UNOFFICIAL COPY

located within the Entertainment District as depicted on Exhibit "A"), which parties may be given responsibility for maintaining and operating the Sign, and (ii) to employ or hire one or more reputable and qualified parties to maintain or operate the Sign, all of which shall comply with, and be subject to, this Agreement.

E. POA Reservation of Rights. The POA reserves the right to use, and to allow others the right to use, the Easement Area in any manner that will not adversely affect or materially interfere with the exercise by the Village of the rights herein granted.

F. General. The Village shall keep and maintain the Sign in good condition and operating order. The Village shall comply with all laws governing the Sign. If the Easement Area is damaged or disturbed by the Village, then the Village shall, at its sole expense, promptly repair or restore it. The Village shall not permit or suffer any mechanic's or other lien to be imposed upon the Easement Area.

2. Indemnity of POA by Village. The Village shall indemnify, defend and hold harmless the POA, and its employees, agents, representatives, contractors and assigns (collectively, the "POA Parties"), from and against any and all claims, costs, expenses, debts, demands, liabilities, losses, suits or actions for direct, incidental, consequential or other expenses or damages (including attorneys' fees and expenses and court costs) arising out of or relating to any acts or omissions by the Village, its employees, agents, representatives, contractors, invitees or assigns, within the Easement Area, or the exercise of any of the Village's other rights hereunder, except to the extent caused by the gross negligence or willful misconduct of the POA Parties.

3. Miscellaneous.

A. Covenant Running with Land. This Agreement shall be a covenant running with the land and shall be binding upon and inure to the benefit of the successors and assigns of the POA and the Village.

B. Default/Remedy. In the event that a party fails to fulfill its obligations hereunder, and such failure continues for sixty (60) days after written notice thereof is given by the non-defaulting party to the defaulting party, then the non-defaulting shall have the right to pursue against the defaulting party any and all rights available under applicable law, unless the failure is not reasonably capable of being cured within such sixty (60) day period, in which case the defaulting party shall have a reasonable period of time to cure the failure as long as such cure proceeds in a reasonably diligent manner.

C. Termination. This Agreement may be terminated only by an instrument in writing executed by both the POA and the Village or by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted.

D. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois.

[Remainder of this page intentionally blank. Signature page follows.]

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

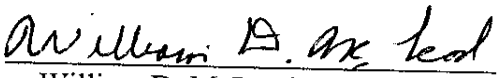
POA

VILLAGE

PRAIRIE STONE PROPERTY OWNERS ASSOCIATION, an Illinois not-for-profit corporation

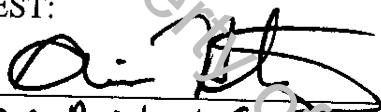
VILLAGE OF HOFFMAN ESTATES, an Illinois municipal corporation

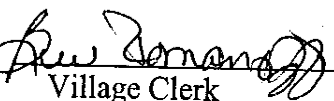
By: 
POA Director

By: 
William D. McLeod
President

ATTEST:

ATTEST:

By: 
POA Assistant Secretary

By: 
Village Clerk

UNOFFICIAL COPY

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

I, the undersigned, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY that William D. McLeod and BEV ROMANOFF, President and Village Clerk, respectively, of the VILLAGE OF HOFFMAN ESTATES, an Illinois municipal corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President and Village Clerk, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said corporation.

GIVEN under my hand and notarial seal as of this 9th day of July, 2009.

Patricia A. Usalis
Notary Public



My Commission Expires: March 20, 2013

STATE OF _____)
)
COUNTY OF _____) SS

I, the undersigned, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY that _____ and _____, as _____ and _____, respectively, of PRAIRIE STONE PROPERTY OWNERS ASSOCIATION, an Illinois not-for-profit corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation.

GIVEN under my hand and notarial seal as of this _____ day of _____, 2009.

Notary Public

My Commission Expires: _____

UNOFFICIAL COPY

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

I, the undersigned, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY that William D. McLeod and _____, President and Village Clerk, respectively, of the VILLAGE OF HOFFMAN ESTATES, an Illinois municipal corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President and Village Clerk, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said corporation.

GIVEN under my hand and notarial seal as of this _____ day of _____, 2009.

Notary Public

My Commission Expires: _____

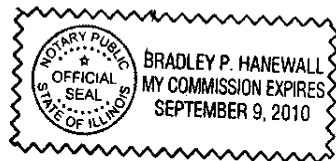
STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

I, the undersigned, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY that James B. Ferrell and N/A, as Director and N/A, respectively, of PRAIRIE STONE PROPERTY OWNERS ASSOCIATION, an Illinois not-for-profit corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such James B. Ferrell and N/A, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation.

GIVEN under my hand and notarial seal as of this 6th day of July, 2009.

Bradley P. Hanewall
Notary Public

My Commission Expires: September 9, 2010



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Exhibit "A"
to
Entertainment District Sign Easement Agreement

ENTERTAINMENT DISTRICT AREA MAP

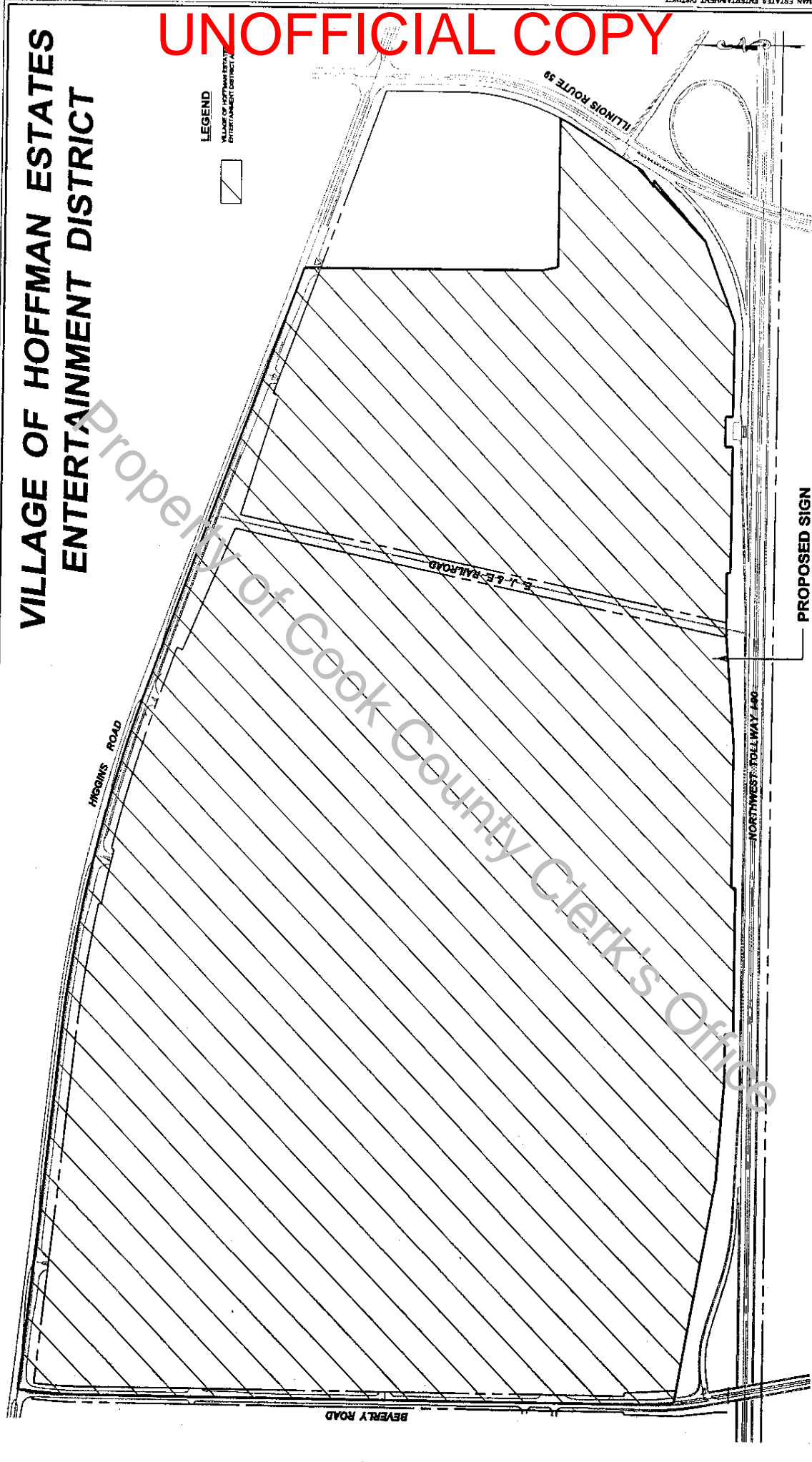
Property of Cook County Clerk's Office

Three large, thick black 'X' marks are drawn across the page, overlapping the diagonal watermark text. They are positioned roughly in the center of the page.

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VILLAGE OF HOFFMAN ESTATES ENTERTAINMENT DISTRICT

LEGEND
VILLAGE OF HOFFMAN ESTATES
ENTERTAINMENT DISTRICT



PROPOSED SIGN

600
300
0
1" = 300' SCALE

FILED
JANUARY 14, 2009
CLERK OF COOK COUNTY

C1

**VILLAGE OF HOFFMAN ESTATES
ENTERTAINMENT DISTRICT**

PROJECT NO.	2005	PROJECT TYPE	EP
DATE	08-23-08	ISSUED BY	VRS
DESIGNED BY	08-23-08	PROJECT MANAGER	EP
SCALE	1" = 300'	APP'D	

NO.	DATE	DESCRIPTION	BY	DATE

25th Anniversary
1983-2008
Village of Hoffman Estates, IL 60017
1100 West Higgins Road
Hoffman Estates, IL 60020
www.hoffmanestates.com

STATE OF ILLINOIS
CLERK OF COOK COUNTY
110 N. LAUREL STREET, CHICAGO, IL 60602
TEL: 312.743.3100 FAX: 312.743.3101

ALL DIMENSIONS AND LOCATIONS SHOWN ARE THE PROPERTY OF THE ENGINEER. THE USER SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION SHOWN ON THIS PLAN.

UNOFFICIAL COPY

Exhibit "B"
to
Entertainment District Sign Easement Agreement

EASEMENT AREA

Property of Cook County Clerk's Office

A large, thick, black scribble consisting of several overlapping, curved lines that completely obscures the text "Property of Cook County Clerk's Office" in the center of the page.

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ENTERTAINMENT DISTRICT SIGN EASEMENT LEGAL DESCRIPTION

THAT PART OF LOT 4D1 IN THE RESUBDIVISION OF LOTS 4A AND 4D, BEING A SUBDIVISION OF PARTS OF SECTIONS 31 AND 32, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN AND IN SECTION 4, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 27, 1994 AS DOCUMENT NO. 94838172, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF THE ELGIN, JOLIET AND EASTERN RAILROAD AND THE NORTHERLY RIGHT OF WAY LINE OF COLUMBINE BOULEVARD HERETOFORE DEDICATED PER DOCUMENT NUMBER 96736184; THENCE WESTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE OF COLUMBINE BOULEVARD THE FOLLOWING TWO COURSES: (1) THENCE WESTERLY ALONG AN ARC OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1249.65 FEET, A CHORD BEARING OF SOUTH 86 DEGREES 55 MINUTES 10 SECONDS WEST 70.89 FEET TO A POINT OF TANGENCY; (2) THENCE SOUTH 85 DEGREES 17 MINUTES 39 SECONDS WEST 86.55 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING SOUTH 85 DEGREES 17 MINUTES 39 SECONDS WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE OF COLUMBINE BOULEVARD 23.39 FEET; THENCE NORTH 00 DEGREES 16 MINUTES 38 SECONDS EAST 22.77 FEET; THENCE SOUTH 89 DEGREES 43 MINUTES 22 SECONDS EAST 21.00 FEET; THENCE SOUTH 00 DEGREES 16 MINUTES 38 SECONDS WEST 20.76 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN NUMBER: 01-32-400-004

UNOFFICIAL COPY

PLYLON SIGN EASEMENT EXHIBIT

**VILLAGE OF HOFFMAN ESTATES ENTERTAINMENT DISTRICT
OFF
HOFFMAN ESTATES, ILLINOIS**

LEGAL DESCRIPTION OF EASEMENT AREA

THAT PART OF LOT 4D1 IN THE REVISION OF LOTS 4A AND 4D BEING A SUBDIVISION OF PARTS OF SECTIONS 31 AND 32, TOWNSHIP 42 NORTH, RANGE 14E, EAST OF THE THIRD PRINCIPAL MERIDIAN, COUNTY OF COOK, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED AS COMMENCING DOCUMENT NO. 94838172, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHERLY RIGHT OF WAY LINE OF COLUMBIANE BOULEVARD, WESTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE OF COLUMBIANE BOULEVARD TO THE FOLLOWING TWO POINTS OF TANGENCY: (1) THENCE WESTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE OF COLUMBIANE BOULEVARD TO THE POINT OF TANGENCY; (2) THENCE SOUTH 85 DEGREES 17 MINUTE 39 SECOND WEST 23.00 FEET TO THE PLACE OF BEGINNING; (3) THENCE CONTINUING SOUTH 85 DEGREES 17 MINUTE 39 SECOND WEST 23.00 FEET TO THE PLACE OF BEGINNING; (4) THENCE NORTH 80 DEGREES 43 MINUTE 22 SECOND EAST 21.00 FEET; (5) THENCE SOUTH 85 DEGREES 17 MINUTE 39 SECOND WEST 26.76 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

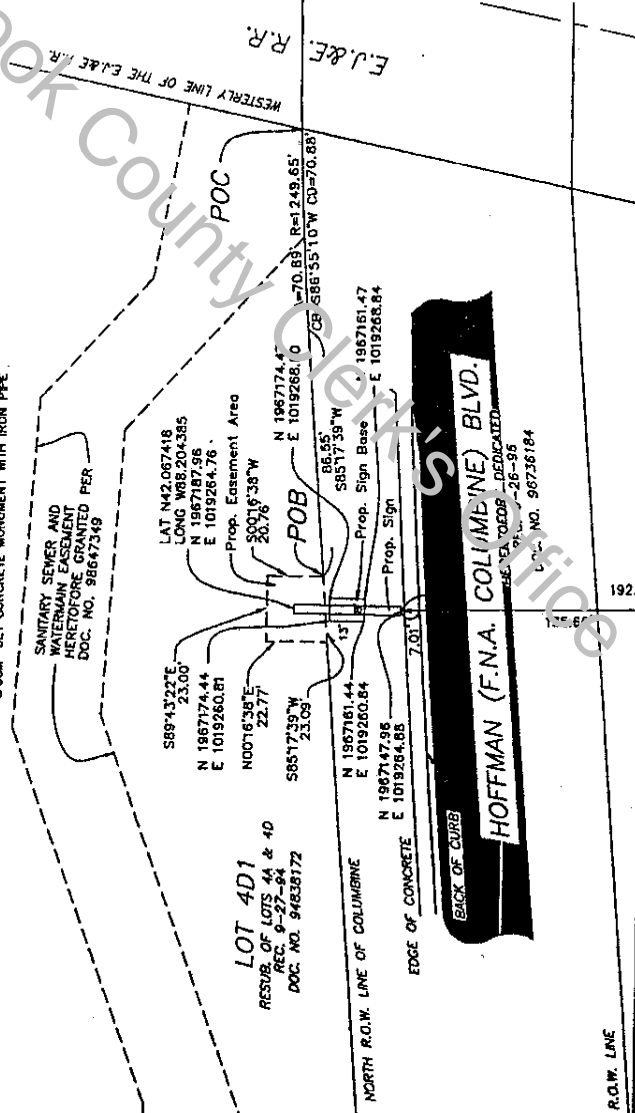
LEGEND

- SECTION CORNER
- QUARTER SECTION CORNER
- PROPERTY LINE
- EXISTING RIGHT-OF-WAY LINE
- PROPOSED RIGHT-OF-WAY LINE
- EXISTING LOT LINE
- PROPOSED LOT LINE
- EX. & PRO. CENTERLINE
- EXISTING EASEMENT LINE
- PROPOSED EASEMENT LINE
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- FOUND RAILROAD SPIKE
- FOUND PK NAIL
- FOUND MAG NAIL
- FOUND CUT CROSS
- FOUND IRON PIPE
- FOUND IRON BAR
- SET TRAVERSE POINT
- SET PK NAIL
- SET MAG NAIL
- SET IRON PIPE
- SET CONCRETE MONUMENT WITH BRASS DISC
- SET CONCRETE MONUMENT WITH IRON PIPE

ABBREVIATIONS

- NORTH
- SOUTH
- EAST
- WEST
- CB CHORD BEARING
- R ARC LENGTH
- U.E. UTILITY EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- O.E. ORNAMENTAL EASEMENT
- EX. EXISTING
- PRO. PROPOSED
- N 1967161.44 EASTING (STATE PLANE)
- E 1019260.84 EASTING (STATE PLANE)
- PC POINT OF CURVATURE
- PCC POINT OF COMPOUND CURVATURE
- PRC POINT OF REVERSE CURVATURE
- PIT POINT OF TANGENCY
- REC RECORD DATUM
- M.V. MEASURED DATUM
- (CALC) CALCULATED DATUM
- (G-DEED) INFORMATION TAKEN FROM DEED
- (E-DEED) EXCEPTION TO BLANKET EASEMENT
- M.U.E. MUNICIPAL UTILITY EASEMENT
- I.E. INGRESS & EGRESS EASEMENT

Property of Cook County



PROPOSED SIGN
SIDE ELEVATION - NOT TO SCALE

Engineers Scientists Surveyors 2388 Ames Avenue, Suite 110 Westerville, IL 60017 630.724.2000 voice 630.790.0294 fax 60000000	EXHIBIT NO. VILLAGE OF HOFFMAN ESTATES 1100 HUSSELL ROAD HOFFMAN, IL 60149	PROJECT NO. 92553 CA - SIGN GROUP NO. VP10.1	
			DATE 08-17-09

UNOFFICIAL COPY

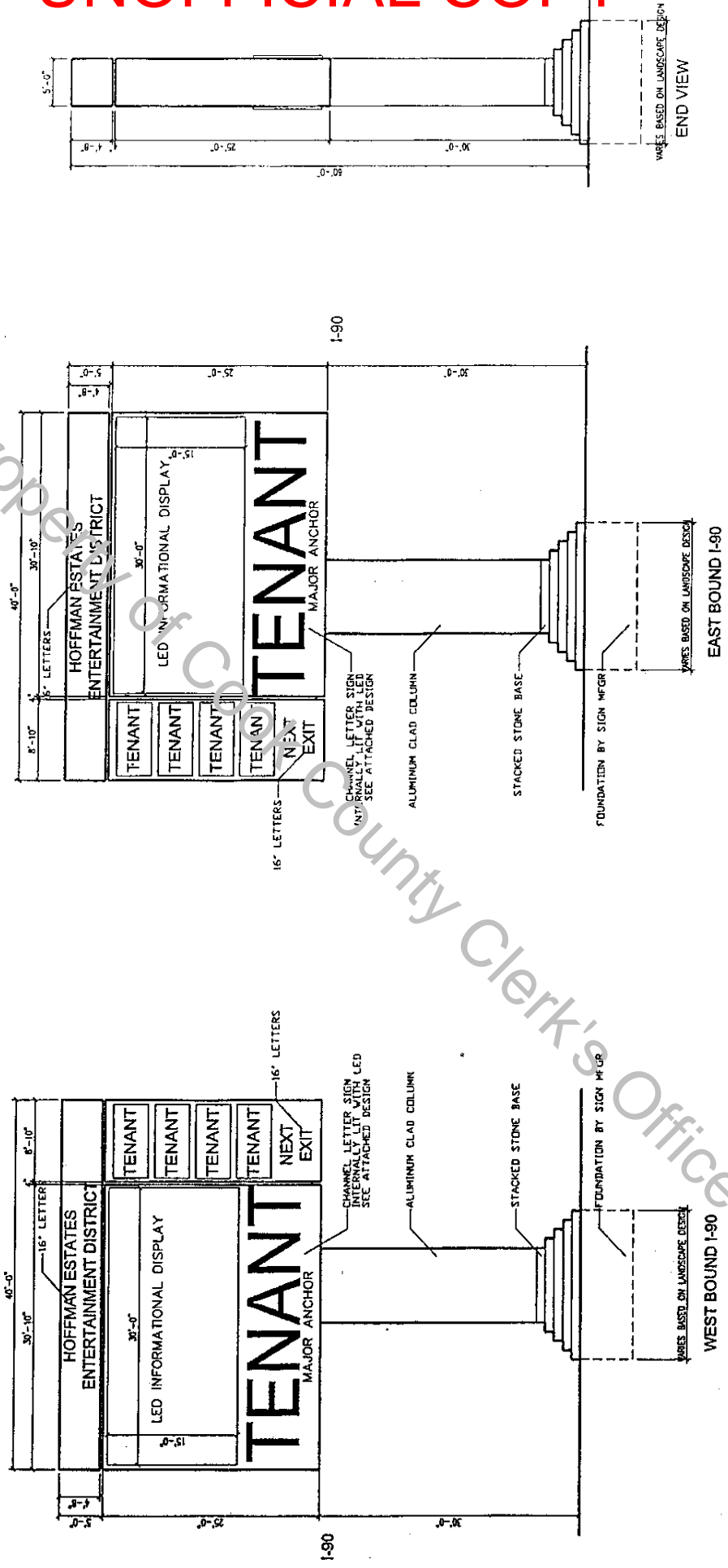
Exhibit "C"
to
Entertainment District Sign Easement Agreement

SIGN

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UNOFFICIAL COPY



Property of Cook County Clerk's Office

UNOFFICIAL COPY

Exhibit "D"
to
Entertainment District Sign Easement Agreement

SITE PLAN

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A large, thick, black scribble consisting of several overlapping, curved and straight lines, completely obscuring the text "Property of Cook County Clerk's Office" in the center of the page.

UNOFFICIAL COPY

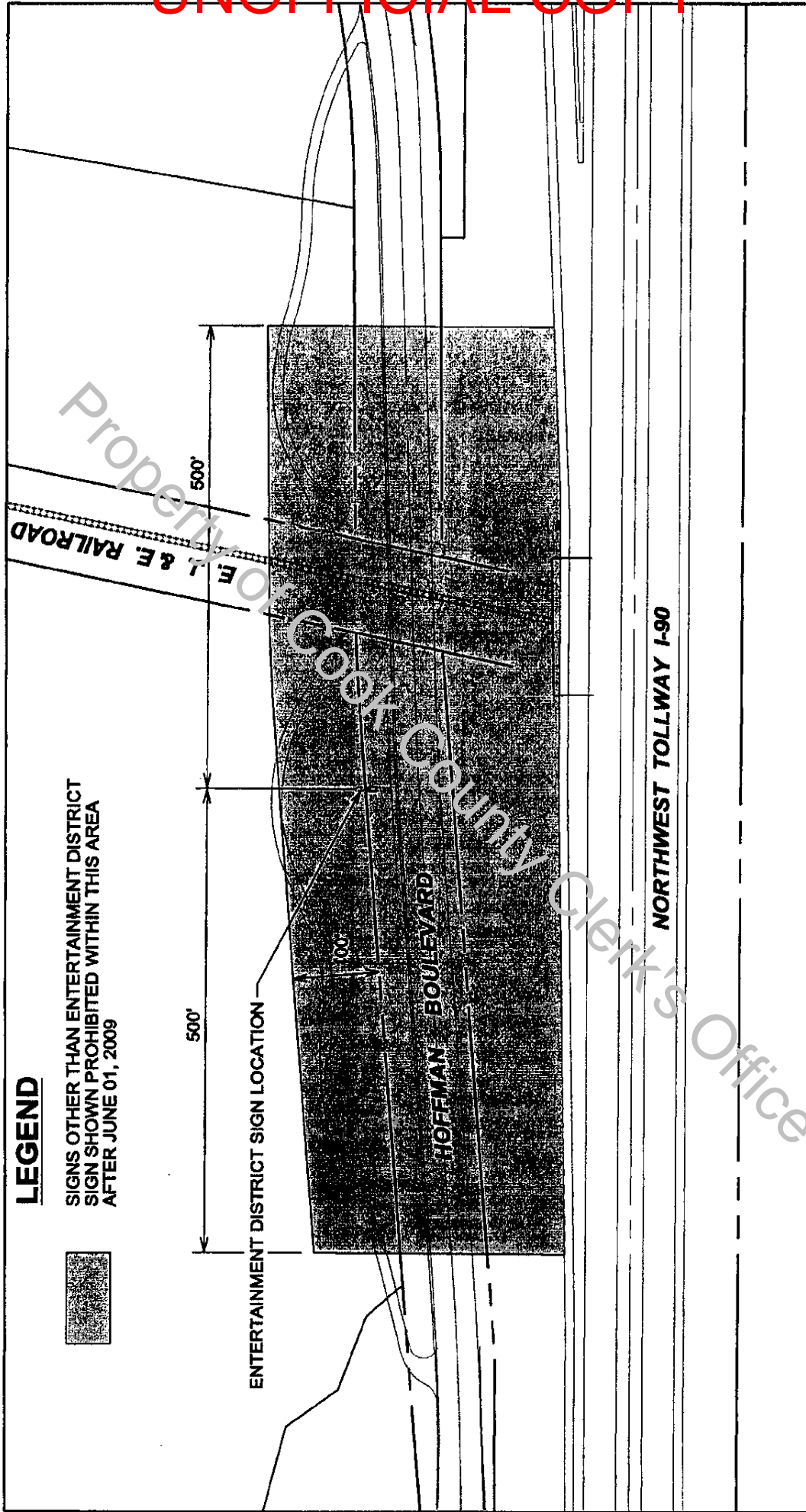
Exhibit "F"
to
Amendment to Cost Recovery Agreement

500 FOOT SIGN SPACING MAP

Property of Cook County Clerk's Office



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LEGEND



SIGNS OTHER THAN ENTERTAINMENT DISTRICT SIGN SHOWN PROHIBITED WITHIN THIS AREA AFTER JUNE 01, 2009

ENTERTAINMENT DISTRICT SIGN LOCATION



SCALE: 1" = 100'

**VILLAGE OF HOFFMAN ESTATES
ENTERTAINMENT DISTRICT SIGNAGE RESTRICTION**

25th Anniversary
Village of Hoffman Estates
880-724-9200 Phone
880-724-9205 Fax
www.hoffmanestates.com