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Prepared By:

Loretta M. Murphy, Village Clerk  
Village of Elk Grove Village  
Elk Grove Village, IL 60007



Doc# 2404534027 Fee \$187.00

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KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 02/14/2024 02:54 PM PG: 1 OF 69

Property of Cook County Clerk's Office

**RESOLUTION NO. 47-23**

VILLAGE OF ELK GROVE VILLAGE  
LORETTA M. MURPHY, VILLAGE CLERK  
901 WELLINGTON AVENUE  
ELK GROVE VILLAGE, ILLINOIS 60007

RECORDING FEE 187.00  
DATE 2/14/2024 COPIES 61  
OK BY [Signature]

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**Mayor**  
CRAIG B. JOHNSON

**Village Clerk**  
LORETTA M. MURPHY

**Village Manager**  
MATTHEW J. ROAN



**Village Trustees**  
JOSEPH D. BUSH  
JEFFREY C. FRANKE  
KATHRYN A. JAROSCH  
TAMMY K. MILLER  
CHRIS PROCHNO  
STEPHEN F. SCHMIDT

STATE OF ILLINOIS )  
 ) SS  
COUNTIES OF COOK AND DU PAGE )

### CERTIFICATE OF CLERK

This is to certify that I, Loretta M. Murphy, am the Village Clerk of the Village of Elk Grove Village, Cook and DuPage Counties, Illinois, and as such official am the custodian of the records and seal of said Village; and that the attached is a true and correct original of Resolution No. 47-23 passed by the Mayor and Board of Trustees of said Village at a meeting duly held on the 12<sup>th</sup> day of September 2023, which Resolution No. 47-23 was approved by the Mayor, all as appears from the official records which are in my custody.

Witness my hand and the official seal of said Village of Elk Grove Village this 13<sup>th</sup> day of February 2024.

(SEAL)



*Loretta M. Murphy*  
Loretta M. Murphy, Village Clerk  
Village of Elk Grove Village  
Counties of Cook and DuPage, Illinois



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## RESOLUTION NO. 47-23

### A RESOLUTION AUTHORIZING AND APPROVING A PRE-ANNEXATION AND DEVELOPMENT AGREEMENT

(STREAM U.S. DATA CENTERS, L.L.C.)

**WHEREAS**, the Village of Elk Grove Village (“**Village**”) is an Illinois home rule municipality organized and operating under the Illinois Municipal Code and the Constitution of the State of Illinois; and

**WHEREAS**, Stream U.S. Data Centers, L.L.C. (“**Developer**”) is the contract purchaser of approximately 35 acres of unincorporated property generally located north of Landmeier Road, south of Vera Lane, east of Dierking Terrace, and west of the properties located immediately east of Richard Lane, legally described in Exhibit A (“**Property**”) and depicted in the Pre-Annexation and Development Agreement attached as Exhibit B (“**Annexation Agreement**”); and

**WHEREAS**, the Developer seeks annexation of the Property to the Village pursuant to 65 ILCS 5/7-1-8; and

**WHEREAS**, after publishing notice on August 26, 2023, the Mayor and Board of Trustees held a public hearing on September 12, 2023, pursuant to 65 ILCS 5/11-15.1, *et seq.*, to consider approval of the Annexation Agreement; and

**WHEREAS**, as a result of the testimony and evidence presented at the public hearing, the Mayor and Board of Trustees find and believe it to be in the best interest of the Village to approve the Annexation Agreement;

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Board of Trustees of the Village of Elk Grove Village, Counties of Cook and DuPage, Illinois, in exercise of its home rule powers, as follows:

**SECTION 1. RECITALS.** The above recitals and all exhibits attached to this Resolution are incorporated into this Resolution by reference.

**SECTION 2. APPROVAL.** The Board of Trustees of the Village of Elk Grove Village hereby approves the Annexation Agreement in substantially the form attached to this Resolution as Exhibit B. The Mayor and Village Clerk are hereby directed to execute and attest the Annexation Agreement on behalf of the Village, and the Village Manager is authorized to implement and enforce the Annexation Agreement’s terms.

**SECTION 3. RECORDATION.** The Village Clerk or her designee is hereby authorized and directed to record the Annexation Agreement in accordance with and subject to Section 2 of the Annexation Agreement.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall be in full force and effect following its passage and approval as required by law.

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PUBLISHED this 14<sup>th</sup> day of September, 2023 in pamphlet form.

Loretta M. Murphy, Village Clerk  
*Loretta M. Murphy*  
Village of Elk Grove Village

ATTEST:  
Mayor Craig B. Johnson  
Village of Elk Grove Village

*Craig B. Johnson*

APPROVED:

APPROVED this 12th day of September, 2023.

PASSED this 12th day of September, 2023.

VOTE: AYES: 5 NAYS: 0 ABSENT: 1

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- 751 Roppolo Dr (08-26-308-001); 761 Roppolo Dr (08-26-308-002);
- 809 Roppolo Dr (08-26-308-003); 815 Roppolo Dr (08-26-308-004);
- 817 Roppolo Dr (08-26-308-005); 851 Roppolo Dr (08-26-308-006);
- 905 Roppolo Dr (08-26-308-007); 802 Richard Ln (08-26-301-028);
- 804 Richard Ln (08-26-301-029); 808 Richard Ln (08-26-301-024);
- 812 Richard Ln (08-26-301-008); 814 Richard Ln (08-26-301-009);
- 818 Richard Ln (08-26-301-010); 900 Richard Ln (08-26-301-011);
- 906 Richard Ln (08-26-301-012); 801 Richard Ln (08-26-301-013);
- 805 Richard Ln (08-26-301-014); 809 Richard Ln (08-26-301-015);
- 809 Richard Ln (08-26-301-016); 823 Richard Ln (08-26-301-017);
- 825 Richard Ln (08-26-301-018); 901 Richard Ln (08-26-301-019);
- 2110 Landmeier Rd (08-26-301-020); 701 Dierking Terrace (08-26-305-001);
- 703 Dierking Terrace (08-26-305-002); 705 Dierking Terrace (08-26-305-003);
- 707 Dierking Terrace (08-26-305-004); 717 Dierking Terrace (08-26-305-005);
- 777 Dierking Terrace (08-26-307-001); 801 Dierking Terrace (08-26-307-001);
- 805 Dierking Terrace (08-26-307-002); 809 Dierking Terrace (08-26-307-003);
- 913 Dierking Terrace (08-26-307-004); 700 Roppolo Dr (08-26-305-007);
- 704 Roppolo Dr (08-26-305-008); 708 Roppolo Dr (08-26-305-009);
- 712 Roppolo Dr (08-26-305-010); 716 Roppolo Dr (08-26-305-011);

Addresses and P.I.N.s.:

DOCUMENT NUMBER 70396.

REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON MARCH 2, 1917 AS ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, THE ESTATE OF HENRY LANDMEIER, BEING PART OF SECTIONS 26 AND 35, THE WEST 360.00 FEET OF THE EAST 713.71 FEET OF LOT 2, IN THE SUBDIVISION OF

AND

DEDICATED BY SAID SUBDIVISION;

TOGETHER WITH VERA LANE, LANDMEIER ROAD AND ROPPOLO DRIVE IMMEDIATELY ADJACENT AND CONTIGUOUS TO SAID LOTS IN BLOCKS

LOTS 1 THROUGH 6 IN BLOCK 1, LOTS 1 THROUGH 7 IN BLOCK 2, LOTS 1 THROUGH 6 AND LOTS 9 THROUGH 12 IN BLOCK 3, AND LOTS 1 THROUGH 12 IN BLOCK 4, IN ROPPOLO'S LANDMEIER SUBDIVISION, BEING A RESUBDIVISION OF LOT 2 (EXCEPT FOR THE EAST 713.71 FEET THEREOF), IN THE SUBDIVISION OF THE ESTATE OF HENRY LANDMEIER, BEING PART OF SECTIONS, 26 AND 35, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON FEBRUARY 8<sup>TH</sup>, 1957 AS DOCUMENT NUMBER 1722183;

### Legal Description of Property

Exhibit A

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720 Roppolo Dr (08-26-305-012); 800 Roppolo Dr (08-26-307-007);  
 804 Roppolo Dr (08-26-307-008); 808 Roppolo Dr (08-26-307-009);  
 812 Roppolo Dr (08-26-307-010); 816 Roppolo Dr (08-26-307-011);  
 900 Roppolo Dr (08-26-307-012); 701 Roppolo Dr (08-26-306-001);  
 707 Roppolo Dr (08-26-306-002); 709 Roppolo Dr (08-26-306-003);  
 717 Roppolo Dr (08-26-306-004); 717 Roppolo Dr (08-26-306-005);  
 721 Roppolo Dr (08-26-306-006); 750 Richard Ln (08-26-301-046);  
 750 Richard Ln (08-26-301-044); 720 Richard Ln (08-26-301-047); and  
 750 Richard Ln (08-26-301-045)

all in the Village of Elk Grove Village, Illinois

Property of Cook County Clerk's Office

COOK COUNTY CLERK OFFICE  
 RECORDING DIVISION  
 118 N. CLARK ST. ROOM 120  
 CHICAGO, IL 60602-1387

COOK COUNTY CLERK OFFICE  
 RECORDING DIVISION  
 118 N. CLARK ST. ROOM 120  
 CHICAGO, IL 60602-1387

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Exhibit B

**Annexation Agreement**

[attached]

Property of Cook County Clerk's Office

COOK COUNTY CLERK OFFICE  
 RECORDING DIVISION  
 118 N. CLARK ST. ROOM 120  
 CHICAGO, IL 60602-1387

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COOK COUNTY CLERK OFFICE  
 RECORDING DIVISION  
 118 N. CLARK ST. ROOM 120  
 CHICAGO, IL 60602-1387

**UNOFFICIAL COPY****PRE-ANNEXATION AND DEVELOPMENT AGREEMENT**

**THIS PRE-ANNEXATION AND DEVELOPMENT AGREEMENT (“Agreement”)** is made and entered into this 12<sup>th</sup> day of September, 2023, between the VILLAGE OF ELK GROVE VILLAGE, an Illinois municipal corporation and home rule unit of local government located in Cook and DuPage Counties, Illinois (“**Village**”), and Stream U.S. Data Centers, L.L.C., a Texas limited liability company registered to do business in Illinois (“**Developer**”) (collectively, the Village and Developer are the “**Parties**” and sometimes, individually, a “**Party**”), all pursuant to the provisions of 65 ILCS 5/11-15.1-1, *et seq.*, and the Village’s home rule authority.

**WITNESSETH:**

**WHEREAS**, as of the Effective Date (as defined in Section 1.2), the Developer will be the owner of record of all real property described in Exhibit A1 and depicted in Exhibit A2 (collectively, “**Subject Property**”); and

**WHEREAS**, the Subject Property and portions of Roppolo Drive, Lee Lane, Vera Lane, and Landmeier Road (collectively, “**Streets**”) are contiguous to the Village’s boundaries and not located within the corporate limits of any municipality; and

**WHEREAS**, the predecessor owners of the parcels comprising the Subject Property are identified on Exhibit B (collectively, “**Owner**”); and

**WHEREAS**, the Owner and Developer desire to annex the Subject Property and Streets as shown in the Plats of Annexation as prepared by V3 Companies, Ltd. (collectively, “**Plat of Annexation**”), dated August 3, 2023 and July 31, 2023 and attached hereto as Exhibit C1 and Exhibit C2, pursuant to the terms and conditions of this Agreement, and

**WHEREAS**, the Owner has filed a duly executed and authorized annexation petition with the Village Clerk signed by the owners of record of all land within the Subject Property, and by all electors residing thereon, if any; and

**WHEREAS**, the Developer and Owner have also signed and filed with the Village duly executed petitions and applications seeking special use, variance, right of way vacation, and resubdivision approval, all as described in this Agreement (collectively, “**Developer’s Application**”), to develop the Subject Property in accordance with this Agreement; and

**WHEREAS**, the Developer intends to develop the Subject Property with structures and uses allowed in the Village’s I-1 Restricted Industrial Zoning District (“**I-1 District**”) including a data center complex containing up to 3 buildings with up to a total of 2,076,000 square feet of floor area and an electric substation (collectively, “**Development**”); and

**WHEREAS**, upon annexation, the Developer seeks to (a) have the Subject Property designated in the I-1 District as designated in the Village’s Comprehensive Plan Map dated April 24, 1990, (b) obtain approval of a special use permit to allow an electric substation on the Subject



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WHEREAS, before the Village Plan Commission public hearing, the Village published notice on August 5, 2023 in the Daily Herald, a newspaper of general circulation within the Village, and distributed notice to surrounding property owners in accordance with the Village's Zoning Ordinance; and

WHEREAS, a public hearing before the Village Plan Commission was held on August 21, 2023, to consider the Developer's Application; and

WHEREAS, due notice as required by statute has been sent to and received by the Trustees of all Fire Protection Districts and Public Library Districts having jurisdiction over the Subject Property, the Township Road Commissioner(s) and Town Board of Elk Grove Township, and any other entity or person entitled to such notice and the Village will file affidavits of such service of notice with the Office of the Cook County Clerk, Recordings Division in accordance with applicable provisions of the Illinois Municipal Code, and will comply with all other additional requirements of the Illinois Municipal Code; and

WHEREAS, Developer has furnished the North Cook County Soil and Water Conservation District and the Illinois Department of Natural Resources with all necessary information relative to the anticipated development of the Subject Property, the latter agency has concluded there are no threatened or endangered species on or in the vicinity of the Subject Property, and a copy of the letters from these agencies verifying these requirements have been met has been provided within the Developer's Application; and

WHEREAS, Developer has furnished the North Cook County Soil and Water Conservation District and the Illinois Department of Natural Resources with all necessary information relative to the anticipated development of the Subject Property, the latter agency has concluded there are no threatened or endangered species on or in the vicinity of the Subject Property, and a copy of the letters from these agencies verifying these requirements have been met has been provided within the Developer's Application; and attached hereto as Exhibit G, and

Property, (c) obtain approval of variances to (i) increase the allowable building height from 60 feet to up to 120 feet; (ii) increase the allowable floor area ratio from 0.8 to 2.0; (iii) to reduce the required loading docks to 4 docks per building; (iv) allow a fence measuring up to 8 feet in height to encroach into the required setbacks; (v) allow interior parking, driveway, and loading areas within the electric substation lot to be compacted gravel; (vi) allow for the number and height of principal and accessory structures proposed to be located on the electric substation lot; (vii) to allow the minimum building size of the structure located on the substation lot to be less than 25% of the overall lot area; (viii) to waive the lighting requirement for off-street parking located on the electric substation lot; and (ix) to increase the allowable length of a dead-end street from 400 feet to approximately 1,528 feet; (d) obtain the Village's support of the Developer's Cook County Class (b) Tax Incentive Application ("6(b) Incentive"); (e) consolidate the Subject Property's numerous parcels into a single lot of record as shown on the Plats of Resubdivision as prepared by V3 Companies, Ltd. dated August 3, 2023 and attached hereto as Exhibits D1 - D3 (collectively, "Plat of Resubdivision"); (f) obtain approval of a preliminary plat of subdivision authorizing the Subject Property to be subdivided into 4 lots of record in the future, as shown on Exhibit D4 ("Preliminary Plat"); and (g) vacate the Roppolo Drive, Lee Lane, and Vera Lane Rights of Way that bisect or adjoin the Subject Property so the Subject Property can be developed in phases in accordance with this Agreement and in substantial conformance with i) the site plan prepared by V3 Companies, Ltd. dated August 10, 2023, and attached hereto as Exhibit E ("Site Plan"); ii) the landscape plan prepared by V3 Companies, Ltd. dated July 10, 2023, and attached hereto as Exhibit F; and iii) the building elevations prepared by Woolpert, Inc., last dated July 26, 2023,

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**WHEREAS**, also before the Village Plan Commission public hearing, the Developer posted certain signs on the Subject Property notifying the public of the hearing, all in accordance with the Village's Zoning Ordinance; and

**WHEREAS**, at the public hearing's conclusion, the Village Plan Commission unanimously recommended to the Mayor and Board of Trustees of the Village ("**Corporate Authorities**") that the Developer's Application be approved as hereinafter set forth, and that all other relief set forth herein be granted; and

**WHEREAS**, on September 12, 2023, the Corporate Authorities conducted a public hearing to consider this Agreement and the right of way vacation request, pursuant to notice published on August 26, 2023 by the Village in the Daily Herald, a newspaper of general circulation within the Village, and in accordance with the notice requirements contained in the Village's Zoning Ordinance; and

**WHEREAS**, the Parties desire, pursuant to applicable provisions of the Illinois Compiled Statutes (including, without limitation, those set forth at 65 ILCS 5/11-15.1-1, *et seq.*), the Village's Zoning Ordinance, and the Village's home-rule authority, to enter into an agreement addressing the annexation of the Subject Property to the Village, the Developer's Application, and the Development; and

**WHEREAS**, in reliance upon the continued effectiveness of the Village's existing ordinances, codes, rules, and regulations for the period specified in this Agreement, the Village and the Developer are willing to undertake certain obligations as set forth in this Agreement and have materially changed their economic and other positions in reliance upon the undertakings provided herein; and

**WHEREAS**, the Corporate Authorities have considered the annexation of the Subject Property to the Village and the Developer's Application and have determined that the best interests of the Village will be served by: a) annexing the Subject Property into the Village; b) approving the Developer's Application; and c) authorizing the development of the Subject Property, all in accordance with this Agreement's terms, and, by the affirmative vote of at least two-thirds of the Corporate Authorities then holding office, the Corporate Authorities have approved this Agreement and have authorized the Mayor and Clerk of the Village to execute this Agreement;

**NOW, THEREFORE**, in consideration of the foregoing preambles, which are hereby incorporated into and made a part of this Agreement, and of the mutual covenants hereinafter contained, the Parties agree as follows:

## AGREEMENT

### 1. Recitals and Effective Date.

1.1 The foregoing recitals and all exhibits attached to this Agreement are a material part of this Agreement and are hereby incorporated into this Section 1.1 by reference.

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1.2 This Agreement's effective date ("**Effective Date**") shall be the date upon which the Village Clerk records this Agreement with the Cook County Clerk, Recordings Division in accordance with Section 2.

## 2. Annexation, Class 6(b) Designation, and Zoning.

2.1 At the same meeting that the Corporate Authorities approve and authorize execution of this Agreement, the Corporate Authorities shall, subject to the terms and conditions set forth in this Agreement, approve an ordinance annexing the Subject Property to the Village and do all things necessary or appropriate to cause the Subject Property to be validly annexed to the Village, including but not limited to approving a plat of annexation; provided, however, that the effective date of the Annexation Ordinances shall be as provided in Section 2.2 below. All ordinances, plats, affidavits and other documents necessary to accomplish the annexation shall be recorded by the Village at Developer's expense.

2.2 The annexation of the Subject Property shall occur in the following two phases and in accordance with the procedures detailed in Sections 2.2.a and 2.2.b below: (1) all real property comprising the Subject Property excluding the property commonly known as 700 Roppolo Drive (collectively, "**Phase 1 Properties**"); and (2) the property commonly known as 700 Roppolo Drive ("**Phase 2 Property**").

- a. Phase 1 Annexation Procedures. Annexation of the Phase 1 Properties shall not occur before the date on which the Developer closes on the acquisition of all of the Phase 1 Properties and all occupants of habitable residential structures have vacated the Phase 1 Properties. Once these two conditions have been met, the Developer shall deliver to the Village Clerk a notice of annexation executed by the Developer ("**Notice of Annexation**"). Notwithstanding any statutory timeline, within fifteen (15) days of the Village receiving the Notice of Annexation concerning the Phase 1 Properties, the Village shall record all ordinances, agreements, and documents related to the Phase 1 Properties, including, without limitation, the documents identified in Section 2.4 (with the exception of items (e) and (f) below, with the Cook County Clerk, Recordings Division, and take all other steps necessary to annex the Phase 1 Properties into the Village and grant the Phase 1 Properties all approvals contemplated by this Agreement, all in accordance with this Agreement's terms. The Developer shall deliver the Notice of Annexation for the Phase 1 Properties to the Village no later than February 12, 2024, unless otherwise agreed to by the Developer and the Village Manager.
- b. Phase 2 Annexation Procedures. Annexation of the Phase 2 Property shall not occur before the date on which the Developer closes on the acquisition of the Phase 2 Property and all occupants of habitable residential structures have vacated the Phase 2 Property. Once these two conditions have been met, the Developer shall deliver to the Village Clerk a Notice of Annexation. Notwithstanding any statutory timeframe, within fifteen (15) days of the Village receiving the Notice of Annexation concerning the Phase 2 Property, the Village shall record all ordinances, agreements, and

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documents related to the Phase 2 Property, including, without limitation, the documents identified in Section 2.4 (with the exception of items (e) and (f) below, with the Cook County Clerk, Recordings Division, and take all other steps necessary to annex the Phase 2 Property into the Village and grant the Phase 2 Property all approvals contemplated by this Agreement, all in accordance with this Agreement's terms. The Developer shall deliver the Notice of Annexation for the Phase 2 Property by no later than July 15, 2024, unless otherwise agreed to by the Developer and the Village Manager.

2.3 Subject to the provisions of Section 2.5, this Agreement in its entirety shall be null, void, and of no force and effect unless: (a) the Subject Property is validly annexed to the Village in accordance with this Agreement; and (b) the documents identified in Section 2.4 below are duly approved by the Corporate Authorities in accordance with Section 2.4. The Village Clerk shall not record any documents necessary to annex the Subject Property or any of the documents identified in Section 2.4 until: (i) this Agreement has been fully executed by all Parties; and (ii) the Developer provides its Notice of Annexation in accordance with this Agreement. The Village Clerk will record the 3 plats comprising the Plat of Resubdivision in accordance with the following schedule:

- a. The plat attached as Exhibit D1 will be executed and recorded by the Village upon SDC providing the Notice of Annexation for the Phase 1 Properties, all as set forth in Section 2.2(a);
- b. The plat attached as Exhibit D2 will be executed and recorded by the Village upon SDC providing the Notice of Annexation for the Phase 2 Property, all as set forth in Section 2.2(b); and
- c. The plat attached as Exhibit D3 will be executed and recorded by the Village upon SDC providing the Village written notice that the occupants of the properties depicted in Exhibit D3 have vacated the premises.

2.4 At the same meeting the Corporate Authorities approve and authorize execution of this Agreement, the Corporate Authorities shall enact and adopt ordinances approving the following, with the exception of item (f) below:

- a. Annexing the Subject Property and the Streets into the Village and designating the Subject Property in the I-1 District; and
- d. A special use permit to allow an electric substation to locate on the Subject Property that includes screening generally consistent with the conceptual designs depicted on Exhibit H2; and
- c. Variations from the Village Zoning Ordinance to (i) increase the allowable building height from 60 feet to up to 120 feet; (ii) increase the allowable floor area ratio from 0.8 to 2.0; (iii) to reduce the required number of loading docks to four (4) loading docks per building; (iv) allow a fence measuring up to eight (8') feet in height to locate in the required setbacks; (v) allow interior parking, driveway, and loading areas

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within the electric substation lot to be compacted gravel; (vi) allow for the number and height of principal and accessory structures proposed to be located on the electric substation lot; (vii) to allow the minimum building size of the structure located on the substation lot to be less than 25% of the overall lot area; (viii) to waive the lighting requirement for off-street parking located on the electric substation lot; and

- d. Subdividing the Subject Property into a single lot of record, as depicted in the Plat of Resubdivision attached hereto as Exhibit D1 through Exhibit D3, approving a variance to Village Code Section 8-12B-1-1A(3)e to allow a dead end street measuring approximately 1,528 feet in length, and Vacating the Roppolo Drive, Lee Lane, and Vera Lane Rights of Way that adjoin or bisect the Subject Property; and
- e. Hereafter (but at the same meeting as the Corporate Authorities approve and authorize execution of this Agreement), the Preliminary Plat authorizing, upon Village approval of a final subdivision plat or plats, the Subject Property to be divided into 4 lots of record, and a variance to Village Code Section 8-12A-2(B)(6)(a) to provide the Developer with up to 10 years from the date the Corporate Authorities approve this Agreement to submit an application seeking approval of a final subdivision plat; and
- f. 6(b) Incentive. The Parties understand, acknowledge, and agree that Developer intends to seek Cook County approval of a 6(b) Incentive applications for each lot comprising the Subject Property. The Village agrees to timely adopt ordinances or resolutions during this Agreement's term (i) supporting Developer's 6(b) Incentive applications to Cook County for the lots located within the Subject Property, (ii) stating that a 6(b) Incentive designation is necessary for development to occur on the Subject Property, and (iii) making any other representations and commitment reasonably necessary to comply with Cook County's 6(b) Incentive application requirements, provided the Developer has submitted to the Village the necessary documentation supporting the 6(b) Incentive application.

2.5 In the event all fees relating to this Agreement, as set forth in Section 3.1, are not paid or the fully executed plats of annexation attached as Exhibit C1 and Exhibit C2 are not received by the Village from the Developer within three hundred thirty (330) days of the Corporate Authorities approving this Agreement, the Village shall provide written notice to the Developer of all outstanding fees and missing documents and the Developer shall have thirty (30) days from the notice's delivery date to remit or otherwise address the outstanding fees or deliver the missing documents. If upon expiration of the thirty (30) day period referenced in the preceding sentence the Developer fails to remit payment or otherwise address the outstanding fees and missing documents, the Village, upon written notice to the Developer, has the right to render this Agreement null and void and all rights and obligations hereunder shall then terminate.

2.6 The Parties understand and agree that the Developer anticipates, in the future, obtaining approval of a final plat of subdivision to divide the Subject Property into four lots of record as substantially depicted in the Preliminary Plat. The Village agrees that it will timely process and



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approve the Developer's application to subdivide the Subject Property in the future, subject to the Developer's application substantially conforming to the Preliminary Plat. The Parties also understand and agree that the Developer will develop the Subject Property in phases over several years, as market conditions allow, and that the final building height is subject to change based on design considerations; however, in no case will the building exceed 120 feet in height.

2.7 If, during the term of this Agreement, any existing, amended, modified or new ordinances, codes, rules, or regulations affecting the zoning, subdivision, development, or construction of any improvements, buildings, appurtenances, or any other development of any kind or character upon the Subject Property are amended or modified to impose less restrictive requirements on development or construction upon similar properties situated within the Village's boundaries, including, without limitation, properties located in the I-1 District, then the benefit of such less restrictive requirements shall inure to the benefit of the Developer and the Subject Property, and anything to the contrary contained herein notwithstanding, the Developer may proceed with development or construction upon the Subject Property pursuant to the less restrictive amendment or modification applicable generally to other similar properties within the Village.

2.8 The Parties understand and agree that the non-residential uses operating on the properties commonly known as 720 – 730 Richard Lane as of the Effective Date (“Existing Commercial Uses”) may continue to operate as legal nonconforming uses, pursuant to and in accordance with Zoning Ordinance Section 3-6; provided, however, that all Existing Commercial Uses will cease operating by no later than April 1, 2025.

### 3. Annexation and Development Fees.

3.1 At the time any portion of the Subject Property is annexed to the Village, Developer shall pay to the Village an annexation fee of Three Hundred and No/100 Dollars (\$300.00) per acre of the Subject Property being annexed at that time, resulting in a total annexation fee of Ten Thousand Eight Hundred Seventy Four and 31/100 Dollars (\$10,874.31) for the annexation of the Subject Property, plus all other accompanying and generally applicable fees required by existing laws, ordinances, rules and regulations concerning the Subject Property's annexation, such as filing fees, court reporter costs or other annexation-related fees and expenses called for under the Village Code. The Village shall timely invoice the Developer for all such costs, and the Developer agrees to promptly pay the same upon receiving the Village's invoice. With the exception of the Developer Contribution detailed in Section 3.4, and the annexation fee described above, there shall be no other annexation fees imposed by the Village, including, without limitation, impact fees, special assessments, special service area taxes, donations of land, or comparable contributions associated with the Subject Property or its development.

3.2 The Village represents and warrants that no recapture fees are due and payable to any person or entity as a result of the Subject Property's annexation, development, or connection to any utility improvements serving the Subject Property.

3.3 The Developer agrees to pay all building permit fees, engineering permit fees, water and waste water connection charges, and other generally applicable fees imposed by the Village

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Code and related to the Subject Property's development when due and upon receiving an invoice from the Village for the same.

3.4 Pursuant to Illinois Municipal Code Section 65 ILCS 5/11-15.1-1, et seq., and the Village's home rule authority, the Parties agree that the Developer shall pay to the Village on or before the date the Village issues a building permit authorizing construction, but excluding demolition, on the Property ("**Permit Date**"), and then again on the next three (3) subsequent anniversary dates of the Permit Date, a total of four (4) annual payments in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) ("**Developer Contribution**"), for a total payment amount of One Million Dollars (\$1,000,000), for the purposes of public safety and infrastructure improvements (collectively, the "**Services and Improvements**"). The Parties agree that the Village shall only use the Developer Contribution to provide the Services and Improvements and for no other purpose. Upon payment of the Developer Contribution, the Developer shall have no additional obligation to provide or otherwise support the Services and Improvements.

#### 4. Water and Sanitary Systems

4.1 The Village represents and warrants that: a) the Village owns, operates, and maintains a potable water supply and distribution system and sanitary sewer collection system within its borders with sufficient capacity to accommodate the Development; b) the Developer shall have the right to connect to and use the Village's water supply and distribution system and sanitary sewer collection system; and c) the Village shall grant the Developer access to all Village rights of way to allow Developer to extend the Village's water distribution system and sanitary sewer collection system, and to connect the Subject Property to the same.

4.2 The Developer shall be solely responsible for the cost and expense incurred to extend the Village's water distribution system, including fire hydrants, and sanitary sewer collection system to the Subject Property, in accordance with the Preliminary Engineering Plans as prepared by V3 Companies, Ltd. ("**Preliminary Engineering Plans**"), dated August 10, 2023 and attached hereto as Exhibit H1, and the Village-approved final engineering plans for development of the Subject Property. The approved final engineering plans shall substantially conform to the Preliminary Engineering Plans. The Developer shall install a public water main as depicted in the Preliminary Engineering Plans. The Developer shall install a sanitary sewer as depicted in the Preliminary Engineering Plans. A private watermain shall be installed from the public water main to the Subject Property and be looped around the Subject Property, as detailed in the Preliminary Engineering Plans. The Developer shall have no obligation to construct or pay for oversized water distribution or sanitary sewer lines unless depicted on the Preliminary Engineering Plans.

4.3 The Village shall permit the connection of the structures contemplated to be built on the Subject Property to the Village's water supply and distribution system and sanitary sewer collection system in accordance with the Preliminary Engineering Plans and Village-approved final engineering plans, and shall supply water and sanitary sewer collection facilities thereto to the same extent as may be supplied to other structures and areas within the Village.

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4.4 The Developer shall be responsible for the cost of all water lines and sanitary sewer lines and related appurtenances located on the Subject Property.

4.5 The Village represents and warrants that at the time the Developer submits building permit applications, sufficient water supply and sanitary service capacity shall exist to provide complete and adequate water and sanitary service to the Subject Property in accordance with the Preliminary Engineering Plans and Village-approved final engineering plans.

## 5. Stormwater Management.

5.1 The Developer shall provide and maintain all necessary storm water management systems as are required for the construction and use of improvements to be located on the Subject Property, all in accordance with the Preliminary Engineering Plans and Village-approved final engineering plans for the Subject Property. Sufficient storm water detention shall be provided to attenuate the post-developmental peak release rate to a maximum of 0.10 cubic foot per second per acre.

## 6. Other Public Improvements

6.1 All improvements shall be made in accordance with the Preliminary Engineering Plans for the Subject Property and as required by the Village's Subdivision Control Ordinance.

6.2 The Parties understand that the Developer is seeking approval from the electricity utility provider ("ComEd") to authorize extension of electric transmission lines to serve the Subject Property. The Village agrees to grant the Developer or its designee access to all Village rights of way to allow the Developer or its designee to extend electric transmission lines and to connect the Subject Property to the same.

## 7. Letter of Credit.

7.1 Prior to the construction of public improvements, Developer must provide the Village with an irrevocable letter of guarantee from a banking or savings and loan institution organized or authorized to do business in the State of Illinois, which letter of credit or guarantee shall be in an amount equal to one hundred ten percent (110%) of the estimated cost of completing all public improvements located in the phase of the Development currently being constructed ("Letter of Credit"). For the avoidance of doubt, the term "public improvements" in this Agreement shall include only those improvements that the Developer will convey ownership of and dedicate to the Village in accordance with the Village's Subdivision Control Ordinance.

## 8. Ownership of Public Improvements.

8.1 All sanitary sewer mains, water mains (except sewer and water service lines connecting the buildings to these lines), roadways, gutters, curbs, multiuse paths, sidewalks, lighting, fire hydrants, and other public improvements, including all appurtenances, constructed by the Developer in accordance with the Preliminary Engineering Plans as required by the



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Village's Subdivision Control Ordinance and located within public rights-of-way shall be transferred for ownership and maintenance by the Village after completion of construction and approval by the Village, in accordance with the terms and provisions of the Village's Subdivision Control Ordinance.

8.2 The Developer shall have the right, at Developer's sole cost and subject to Developer obtaining any necessary Village permits, to remove any improvements, infrastructure, and appurtenances located on, under, and over the Roppolo Drive, Lee Lane, and Vera Lane rights of way upon the Village's approval and recordation of the ordinance approving the Plat of Resubdivision encompassing that portion of the right of way being vacated, as identified in Section 2.4(d). The Village agrees to support the Developer's efforts to undertake any work authorized by this Section.

## 9. Development.

9.1 In preparation for the development of the Subject Property and prior to obtaining Village approval of the final engineering plans, Developer shall have the right to undertake excavation, preliminary grading work, filling and soil stockpiling on the Subject Property, upon submittal of a grading plan to the Village and receipt of a site development permit from the Village, subject to all necessary approvals by the Metropolitan Water Reclamation District of Greater Chicago ("MWRD"). Such work shall be undertaken at Developer's sole risk and without injury to the property of surrounding property owners. Developer shall provide security as required by Village (pursuant to generally applicable Village codes and ordinances in effect at such time) as a condition precedent to the commencement of such work.

9.2 The Developer may seek issuance of multiple building permits for construction occurring on the Subject Property. If requested by Developer, the Village shall grant a building permit for earthwork and the construction of a building foundation to facilitate timely commencement of construction, subject to all necessary approvals by the MWRD. The Village will not unreasonably withhold issuance of any complete and properly filed application for a building permit.

9.3 Within 15 days of delivering the Notice of Annexation, Developer shall install fencing around the perimeter of that portion of the Subject Property that is subject to the Notice of Annexation (*i.e.*, the Phase 1 Properties or the Phase 2 Property) to provide a secure site. Within ninety (90) days following the Notice of Annexation, and subject to the Village's timely issuance of all necessary demolition permits, all existing habitable residential structures located on that portion of the Subject Property that is subject to the Notice of Annexation shall be demolished. In the event that Developer fails to meet this condition, the Village shall provide written notice to the Developer describing how the Developer failed to satisfy the condition and providing Developer thirty (30) days from the notice delivery's date to satisfy the outstanding condition. If upon expiration of the thirty (30) day period referenced in the preceding sentence the Developer fails to satisfy the outstanding condition, the Village shall have the right to render this Agreement null and void and all rights and obligations hereunder shall then terminate, unless otherwise agreed to by the Parties.

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9.4 Upon receiving written notice from the Developer, the Village agrees to initiate and prosecute, to the best of its authority and ability, eminent domain proceedings (“**Proceedings**”) to acquire title to and terminate any third parties’ rights concerning Richard Lane (collectively, the “**Rights**”). The Village and Developer agree to fully cooperate in all aspects of the Proceedings and to utilize their best efforts to acquire title to and terminate the Rights. The Developer shall be solely responsible for paying all costs, fees, and expenses incurred by the Village in relation to the Proceedings, including all reasonable legal fees and costs, and any just compensation due to any third parties in exchange for acquiring the Rights. The Developer and Village shall jointly select counsel to represent the Village in the Proceedings, and the Developer and Village shall have the right to participate in the Proceedings and approve any potential settlement of the Proceedings.

9.5 Upon the Village acquiring the Rights, the Village agrees to convey all of the Village’s right, title, and interest in Richard Lane to the Developer through right of way vacation or other proceedings agreed to by the Parties. The Village agrees that Richard Lane’s fair market value shall equal the total of: 1) the Developer’s agreement to pay all costs, fees, and expenses incurred by the Village during the Proceedings; and 2) the Village foregoing the cost of maintaining Richard Lane in the future. The Village agrees that it will require no further compensation in exchange for conveying its right, title, and interest in Richard Lane to the Developer, and the Village agrees to exercise its best efforts to promptly convey Richard Lane to the Developer in accordance with this Agreement’s terms.

9.6 The Village agrees that the fair market value of the Roppolo Drive, Vera Lane, and Lee Lane rights of way shall be the Village foregoing the cost of maintaining these rights of way in the future. The Village agrees that it will require no further compensation in exchange for conveying its right, title, and interest in Roppolo Drive, Vera Lane, and Lee Lane to the Developer, and the Village agrees to exercise its best efforts to promptly convey Roppolo Drive, Vera Lane, and Lee Lane to the Developer in accordance with this Agreement’s terms.

## **10. Effect, Enforcement of, and Amendments to this Agreement.**

10.1 If the Developer and the Village agree mutually to modify this Agreement, the Village shall hold all necessary public hearings and meetings without unreasonable delay. This Section shall not be construed to compel either Party to modify this Agreement’s terms.

10.2 This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance, and any legal proceeding of any kind arising from this Agreement shall be filed in the Cook County Circuit Court.

10.3 Except as provided in Section 2.3, this Agreement shall control in the event of a conflict between this Agreement’s terms and any Village resolution, ordinance, rule, regulation, or procedure, or any interpretation of the same.

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## 11. Binding Effect and Term.

11.1 The Parties intend that the terms and conditions of this Agreement shall be a covenant running with the land. This Agreement shall be recorded against the title of the Subject Property and shall be binding upon and inure to the benefit of the Parties hereto, grantees, successors in interest, assignees, heirs, executors, or lessees, and upon any successor Village officials and successor municipalities for a period of twenty (20) years from the Effective Date of this Agreement except for those provisions which shall survive the termination or expiration of this Agreement as provided herein.

11.2 Either Party may assign this Agreement without the prior consent of the other Party.

11.3 The zoning classification for the Subject Property established by this Agreement shall survive the expiration of this Agreement, unless changed in accordance with applicable law and Village Code.

## 12. Severability.

12.1 If any of the provisions of this Agreement are determined by a court of competent jurisdiction to be invalid, such provisions shall be deemed to be stricken, and such adjudication shall not affect the validity of the remainder of the terms of this Agreement as a whole or of any section, subsection, sentence or clause not adjudged to be invalid.

12.2 The invalidity of any such provision shall not affect any zoning classification for the Subject Property that has been approved by the Village pursuant to the provisions of the Village's ordinances and regulations. Any change to such zoning classification shall take place only in accordance with applicable statutes and ordinances.

## 13. Mutual Assistance.

13.1 The Parties shall do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement including, without limitation, the Proceedings, and to aid and assist each other in carrying out the terms and objectives of this Agreement and the intentions of the Parties as reflected by said terms, including, without limitation, the giving of such notices, the holding of such public hearings, the enactment by the Village of such resolutions and ordinances and the taking of such other actions as may be necessary to enable the Parties' compliance with the terms and provisions of this Agreement and as may be necessary to give effect to the terms and objectives of this Agreement and the intentions of the Parties as reflected by said terms.

## 14. Force Majeure.

14.1 Subject to the provisions of Section 14.2, whenever a period of time is provided for in this Agreement for either the Village or Developer to do or perform any act or obligation, neither Party shall be liable for any delays or inability to perform due to causes beyond the reasonable control of said Party such as, but not limited to, war, riot, strike or lockout by or against either Party's

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own employees or suppliers, unavoidable casualty or damage to personnel, materials or equipment, fire, flood, storm, epidemic, earthquake, tornado or any act of God, or any lawsuit or proceeding concerning or implicating the Development, its construction, or this Agreement.

14.2 Provided, however, that the Party excused from performance shall be excused from performance only: 1) after delivery of written notice to the other Party, which notice shall identify the nature of the force majeure event and the anticipated duration of the delay due to the force majeure event; 2) during the anticipated duration of delay resulting from the force majeure event; and 3) for so long as the Party whose performance is impaired continues to take reasonable steps to mitigate the effect of the force majeure event and to substantially perform despite the occurrence of the force majeure event.

## 15. Waiver.

15.1 No failure of either the Village or Developer to exercise any power given to it hereunder or to insist upon strict compliance by the other Party with its obligations hereunder, and no custom or practice of the Parties at variance with the terms hereof, nor any payment under this Agreement shall constitute a waiver of either Party's right to demand compliance with the terms hereof.

## 16. Captions and Headings.

16.1 Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

## 17. Entire Agreement.

17.1 This Agreement sets forth all the covenants, conditions and promises between the Parties with regard to the subject matter set forth herein and there are no covenants, promises, agreements, conditions or understandings between the Parties, either oral or written, other than those contained in this Agreement.

## 18. Notices.

18.1 Any notice or demand hereunder from one Party to another Party or to an assignee or successor in interest of either Party or from an assignee or successor in interest of either Party to another Party, or between assignees or successors in interest of either Party shall be in writing and shall be deemed duly served if mailed by prepaid registered, certified, or overnight mail addressed to the individuals specified below:

If to the Village:

Elk Grove Village  
Attn: Village Manager  
901 Wellington Avenue

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Elk Grove Village, IL 60007

With a copy to:

Elk Grove Village  
Attn: Village Clerk  
901 Wellington Avenue  
Elk Grove Village, IL 60007

Elk Grove Village  
Attn: Village Attorney  
901 Wellington Avenue  
Elk Grove Village, IL 60007

If to Developer:

Stream Data Centers  
Attn: Mr. Oisin O Murchu  
2001 Ross Avenue, Suite 400  
Dallas, TX 75201

With a copy to:

Ancel Glink, P.C.  
Attn: Mr. Gregory W. Jones  
140 S. Dearborn Street, 6th Floor  
Chicago, IL 60603

18.2 The Parties, or any assignee or successor in interest, may substitute names and addresses for notices as appropriate.

**19. Exhibits.**

19.1 All exhibits attached to this Agreement are, by this reference, incorporated in, and made a material part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.

**20. Third Party Beneficiaries.**

20.1 Nothing herein, express or implied, is intended to or shall confer upon any other person, entity, company, or organization, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

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## **21. Counterparts.**

21.1 This Agreement may be executed in counterparts, each of which shall constitute an original document, which together shall constitute one and the same instrument.

## **22. Interpretation.**

22.1 This Agreement shall be construed without regard to the identity of the Party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting Party shall not be applicable to this Agreement.

## **23. Authority to Execute.**

23.1 The Village hereby warrants and represents to the Developer that the persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities. The Developer hereby warrants and represents to the Village that it has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and to bind the Subject Property as set forth in this Agreement, that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken, and that neither the execution of this Agreement nor the performance of the obligations assumed by the Developer will (a) result in a breach or default under any agreement to which the Developer is a party or to which it or the Subject Property is bound or (b) violate any statute, law, restriction, court order, or agreement to which the Developer or the Subject Property are subject.

[Signature page follows]

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IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed on the date first above written.

**STREAM U.S. DATA CENTERS, L.L.C.**, a Texas limited liability company

Property of Cook County Clerk's Office

DocuSigned by:

*Rob Kennedy*

By: \_\_\_\_\_

Name: Rob Kennedy

Title: Co-Managing Director

ATTEST:

**VILLAGE OF ELK GROVE VILLAGE**, an Illinois municipal corporation

*Loretta M. Murphy*  
Loretta M. Murphy, Village Clerk

\_\_\_\_\_  
Craig B. Johnson, Mayor

[seal]

Exhibit list:

- A1 – Subject Property legal description
- A2 – Subject Property depiction
- B – Owners, Addresses, and PINs
- C1 – Plat of Annexation for Phase 1 Properties, prepared by V3 dated
- C2 – Plat of Annexation for Phase 2 Property, prepared by V3 dated
- D1 – Plat of Resubdivision for Phase 1 Properties, prepared by V3 dated
- D2 – Plat of Resubdivision for Phase 2 Property, prepared by V3 dated
- D3 – Plat of Resubdivision for balance of Subject Property, prepared by V3 dated
- D4 – Plat of Preliminary Subdivision, prepared by V3 dated
- E – Site Plan prepared by V3
- F – Landscape Plan prepared by V3
- G – Building Elevations prepared by SNHA
- H1 – Preliminary Engineering Plans, prepared by V3
- H2 – Conceptual Depiction of Substation Screening

DS  
*cm*

DS  
*cm*



**UNOFFICIAL COPY**Exhibit A1**Subject Property Legal Description**

LOTS 1 THROUGH 6 IN BLOCK 1, LOTS 1 THROUGH 7 IN BLOCK 2, LOTS 1 THROUGH 6 AND LOTS 9 THROUGH 12 IN BLOCK 3, AND LOTS 1 THROUGH 12 IN BLOCK 4, IN ROPPOLO'S LANDMEIER SUBDIVISION, BEING A RESUBDIVISION OF LOT 2 (EXCEPT FOR THE EAST 713.71 FEET THEREOF), IN THE SUBDIVISION OF THE ESTATE OF HENRY LANDMEIER, BEING PART OF SECTIONS, 26 AND 35, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON FEBRUARY 8<sup>TH</sup>, 1957 AS DOCUMENT NUMBER 1722183;

TOGETHER WITH VERA LANE, LEE LANE, LANDMEIER ROAD AND ROPPOLO DRIVE IMMEDIATELY ADJACENT AND CONTIGUOUS TO SAID LOTS IN BLOCKS DEDICATED BY SAID SUBDIVISION;

AND

THE WEST 360.00 FEET OF THE EAST 713.71 FEET OF LOT 2, IN THE SUBDIVISION OF THE ESTATE OF HENRY LANDMEIER, BEING PART OF SECTIONS 26 AND 35, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON MARCH 2, 1917 AS DOCUMENT NUMBER 70396.

Addresses and P.I.Ns.:

751 Roppolo Dr (08-26-308-001); 761 Roppolo Dr (08-26-308-002);  
 809 Roppolo Dr (08-26-308-003); 815 Roppolo Dr (08-26-308-004);  
 817 Roppolo Dr (08-26-308-005); 851 Roppolo Dr (08-26-308-006);  
 905 Roppolo Dr (08-26-308-007); 802 Richard Ln (08-26-301-028);  
 804 Richard Ln (08-26-301-029); 808 Richard Ln (08-26-301-024);  
 812 Richard Ln (08-26-301-008); 814 Richard Ln (08-26-301-009);  
 818 Richard Ln (08-26-301-010); 900 Richard Ln (08-26-301-011);  
 906 Richard Ln (08-26-301-012); 801 Richard Ln (08-26-301-013);  
 805 Richard Ln (08-26-301-014); 809 Richard Ln (08-26-301-015);  
 809 Richard Ln (08-26-301-016); 823 Richard Ln (08-26-301-017);  
 825 Richard Ln (08-26-301-018); 901 Richard Ln (08-26-301-019);  
 2110 Landmeier Rd (08-26-301-020); 701 Dierking Terrace (08-26-305-001);  
 703 Dierking Terrace (08-26-305-002); 705 Dierking Terrace (08-26-305-003);  
 707 Dierking Terrace (08-26-305-004); 717 Dierking Terrace (08-26-305-005);  
 777 Dierking Terrace (08-26-305-006); 801 Dierking Terrace (08-26-307-001);  
 805 Dierking Terrace (08-26-307-002); 809 Dierking Terrace (08-26-307-003);  
 913 Dierking Terrace (08-26-307-004); 700 Roppolo Dr (08-26-305-007);



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704 Roppolo Dr (08-26-305-008); 708 Roppolo Dr (08-26-305-009);  
712 Roppolo Dr (08-26-305-010); 716 Roppolo Dr (08-26-305-011);  
720 Roppolo Dr (08-26-305-012); 800 Roppolo Dr (08-26-307-007);  
804 Roppolo Dr (08-26-307-008); 808 Roppolo Dr (08-26-307-009);  
812 Roppolo Dr (08-26-307-010); 816 Roppolo Dr (08-26-307-011);  
900 Roppolo Dr (08-26-307-012); 701 Roppolo Dr (08-26-306-001);  
707 Roppolo Dr (08-26-306-002); 709 Roppolo Dr (08-26-306-003);  
717 Roppolo Dr (08-26-306-004); 717 Roppolo Dr (08-26-306-005);  
721 Roppolo Dr (08-26-306-006); 750 Richard Ln (08-26-301-046);  
750 Richard Ln (08-26-301-044); 720 Richard Ln (08-26-301-047); and  
750 Richard Ln (08-26-301-045)

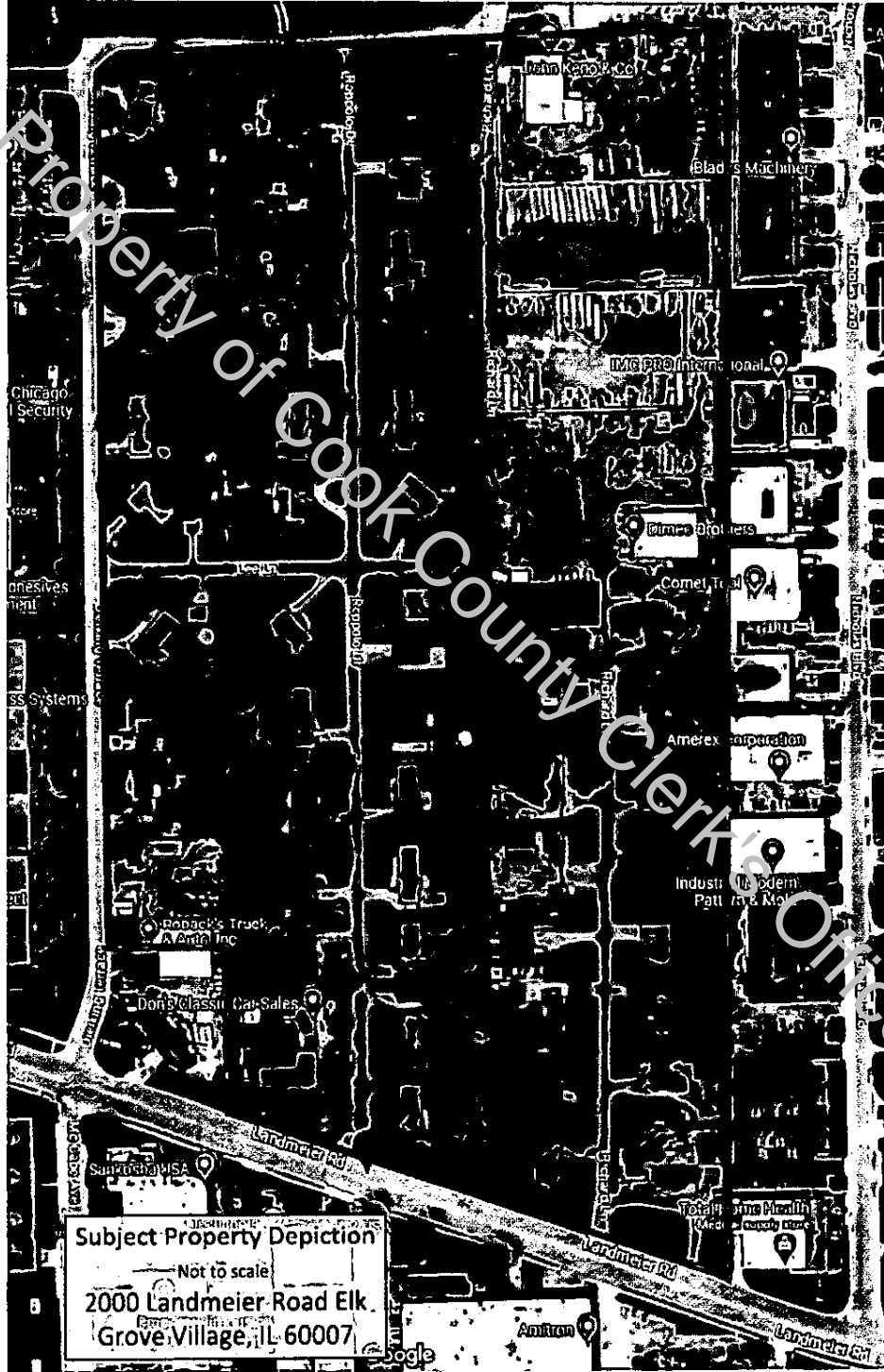
all in the Village of Elk Grove Village, Illinois

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## Exhibit A2

### Subject Property Depiction



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**Exhibit B****Owners, Addresses, and PINs**

	<b>Address</b>	<b>Owner 1</b>	<b>Owner 2</b>	<b>PIN</b>
<b>1</b>	751 Roppolo Dr	Joaquin De La Torre and Angelica Felix	NA	08-26-308-001
<b>2</b>	761 Roppolo Dr	Faiola Raymond	NA	08-26-308-002
<b>3</b>	809 Roppolo Dr	Rachal Felix	Rachal Julie	08-26-308-003
<b>4</b>	815 Roppolo Dr	Michael S. Hurt and Linda S. Hurt	NA	08-26-308-004
<b>5</b>	817 Roppolo Dr	Luciano Popa and Karen A. Popa	NA	08-26-308-005
<b>6</b>	851 Roppolo Dr	Steven P. Kosinski and Kathryn A. Kosinski,	NA	08-26-308-006
<b>7</b>	905 Roppolo Dr	Charles G Dahm and Patricia A Dahm, as Trustees under a Declaration of Trust dated February 20, 2014 and known as the Charles and Patricia Dahm Trust	NA	08-26-308-007
<b>8</b>	802 Richard Ln	Estevez Eredio	Estevez Alejandra	08-26-301-028
<b>9</b>	804 Richard Ln	Faiola Tammy	NA	08-26-301-029
<b>10</b>	808 Richard Ln	Martin Martinez-Trejo and Graciela Lara	NA	08-26-301-024
<b>11</b>	812 Richard Ln	Diana Y. Garay-Hernandez	NA	08-26-301-008
<b>12</b>	814 Richard Ln	The Estate of Jacques C. Dionne, deceased; Margaret Elizabeth Love, Independent Executor	NA	08-26-301-009
<b>13</b>	818 Richard Ln	Uvaldo Garcia and Elva Garcia	NA	08-26-301-010
<b>14</b>	900 Richard Ln	Antonio Serrano and Roberto Serrano	NA	08-26-301-011
<b>15</b>	906 Richard Ln	Robert A. Ziemann and Phyllis M. Ziemann, as Co-Trustees of The Ziemann Family Revocable Living Trust dated November 22, 2019	NA	08-26-301-012
<b>16</b>	801 Richard Ln	Caryn A. Scianna, as Trustee of the Caryn A. Scianna Revocable Living Trust dated January 10, 2022	NA	08-26-301-013
<b>17</b>	805 Richard Ln	Anthony Nudo Trust dated 1-23-2003, as to an undivided 1/2 interest and Philip Cocomise, as to an undivided 1/2 interest	NA	08-26-301-014
<b>18</b>	809 Richard Ln	Heirs of Darnell J Tovella, deceased	NA	08-26-301-015
<b>19</b>	809 Richard Ln	Heirs of Darnell J Tovella, deceased	NA	08-26-301-016

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20	823 Richard Ln	Nora Mulcrone, as Trustee of a trust agreement dated February 7, 2003 and known as the Nora Mulcrone Trust	NA	08-26-301-017
21	825 Richard Ln	Keith R. Baumann, Jr.	NA	08-26-301-018
22	901 Richard Ln	Antonio Serrano and Roberto Serrano	NA	08-26-301-019
23	2110 Landmeier Rd	de la Torre Joaquin	NA	08-26-301-020
24	701 Dierking Terrace	Przemyslaw S. Grzelak and Kamil Burski	NA	08-26-305-001
25	703 Dierking Terrace	Beth Ann Prestia and Michelle R. Courneya	NA	08-26-305-002
26	705 Dierking Terrace (vacant land)	PC Development Inc, an Illinois Corporation	NA	08-26-305-003
27	707 Dierking Terrace	Carlos R. Maldonado	NA	08-26-305-004
28	717 Dierking Terrace	Edward Paul Lichner, III, Christopher James Lichner and Petria Anne Lichner	NA	08-26-305-005
29	777 Dierking Terrace	Marlene J. Allen and Phillip G. Allen, as Trustees under the Marlene J. Allen Living Trust, dated October 13, 1999	NA	08-26-305-006
30	801 Dierking Terrace	Janusz Starzyk and Kinga Kozinska	NA	08-26-307-001
31	805 Dierking Terrace	Elias Contreras Moreno and Maria DelRosario Sanchez Contreras and Maria D. Sanchez Conteras	NA	08-26-307-002
32	809 Dierking Terrace	Heirs of Phillip M. Olszewski, deceased	NA	08-26-307-003
33	913 Dierking Terrace	Juan J. Medina and Julie Medina	NA	08-26-307-004
34	700 Roppolo Dr	Hussein Margaret	NA	08-26-305-007
35	704 Roppolo Dr	Vicente Taboada and Maribel Taboada	NA	08-26-305-008
36	708 Roppolo Dr	Cheryl Kleinschmidt	NA	08-26-305-009
37	712 Roppolo Dr	Gloria J. Zemola	Zemola Gloria	08-26-305-010
38	716 Roppolo Dr	Petria Lichner	NA	08-26-305-011
39	720 Roppolo Dr	James Jablonski and Dawn Marie Jablonski	NA	08-26-305-012
40	800 Roppolo Dr	Chicago Title Land Trust Company, as Trustee under provisions of a Trust Agreement dated and known as Trust Number 8002382308	NA	08-26-307-007
41	804 Roppolo Dr	Garry Hall	NA	08-26-307-008
42	808 Roppolo Dr	Ali Ahmad	NA	08-26-307-009
43	812 Roppolo Dr	Brian S. Bork	NA	08-26-307-010

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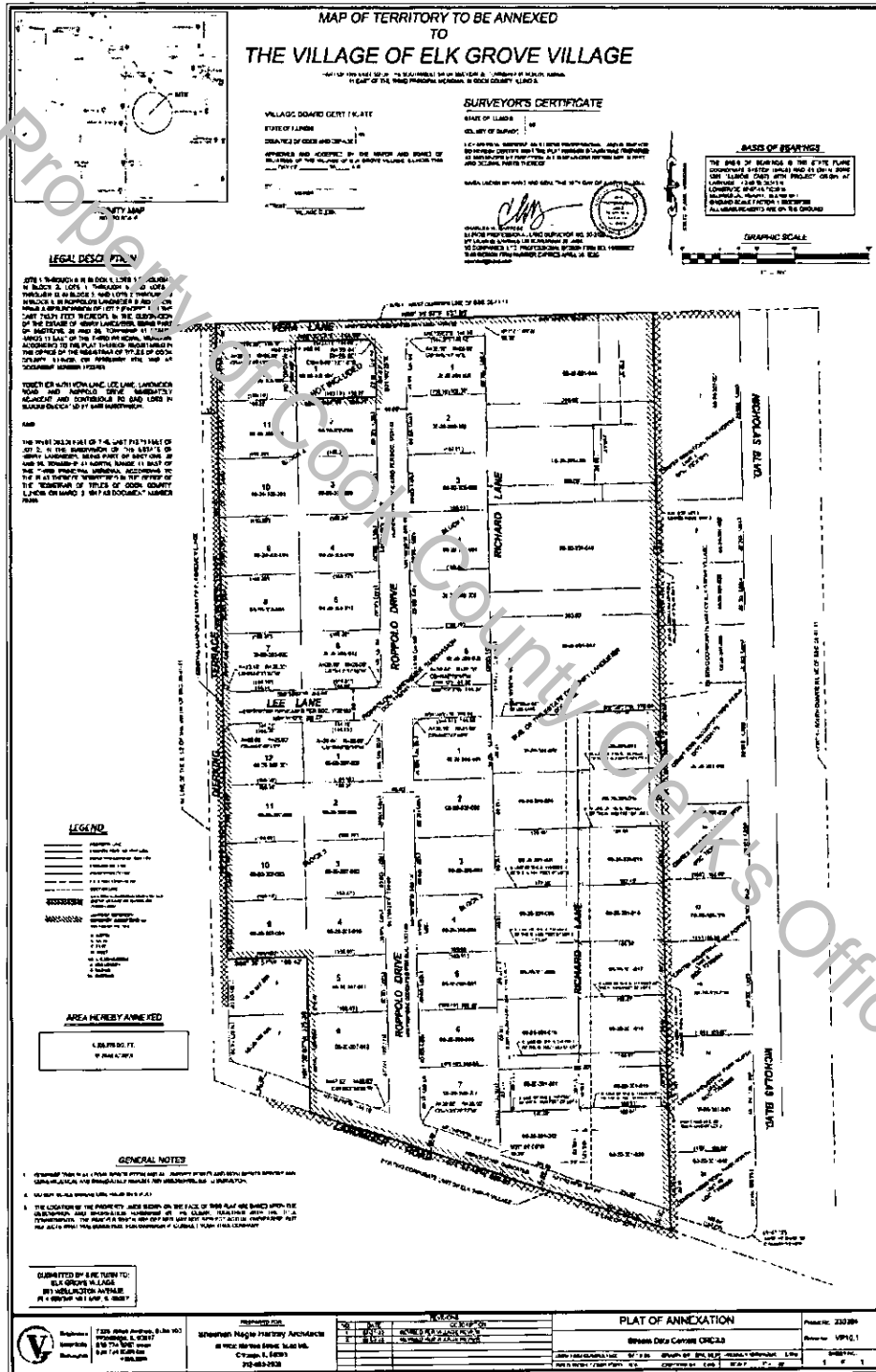
44	816 Roppolo Dr	Gloria Zemola	NA	08-26-307-011
45	900 Roppolo Dr	Donald H Slater and Emily M Slater as Trustees of the Slate Family Revocable Trust U/D dated October 7, 1997	Slater Emily M, Trustee	08-26-307-012
46	701 Roppolo Dr	Samboon Chaiart and Nantika Chaiart	NA	08-26-306-001
47	707 Roppolo Dr	Tomasz Kozlowski and Marzena Kozlowski	NA	08-26-306-002
48	709 Roppolo Dr	Przemyslaw S. Grzelak and Magdalena M. Gawron	NA	08-26-306-003
49	717 Roppolo Dr	JMD Land II LLC	(Dimeo John & Mark)	08-26-306-004
50	717 Roppolo Dr	JMD Land II LLC	(Dimeo John & Mark)	08-26-306-005
51	721 Roppolo Dr	Joyce Pawlowski	NA	08-26-306-006
52	750 Richard Ln	JMD Land II LLC	NA	08-26-301-046
53	750 Richard Ln	750 Richard Lane Holding LLC	NA	08-26-301-044
54	720 Richard Ln	JMD Land II LLC	NA	08-26-301-047
55	750 Richard Ln	AGG Properties	NA	08-26-301-045

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## Exhibit C1

### Plat of Annexation for Phase 1 Properties

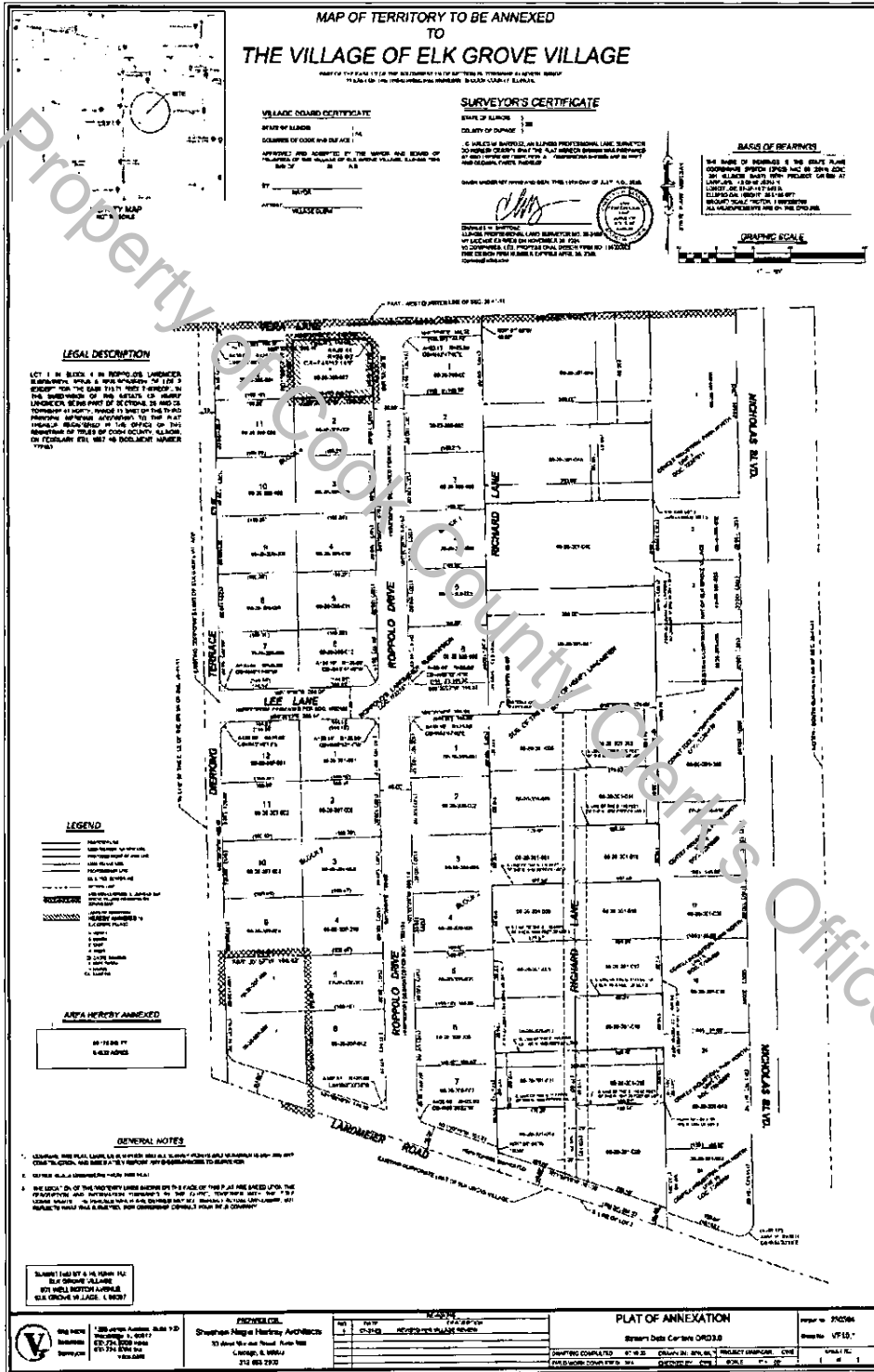


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Exhibit C2

Plat of Annexation for Phase 2 Property

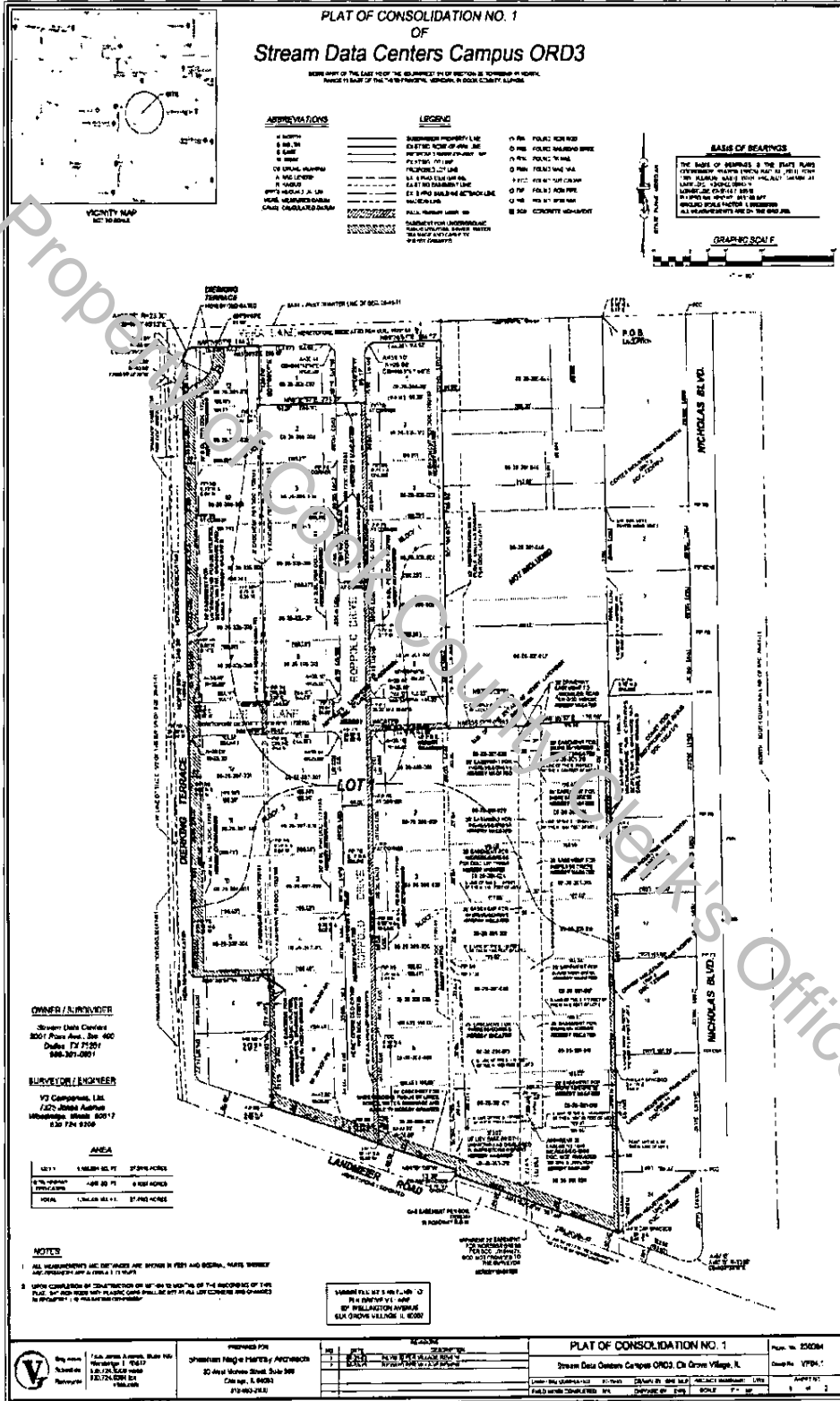




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## Exhibit D1

### Plat of Resubdivision for Phase 1 Properties





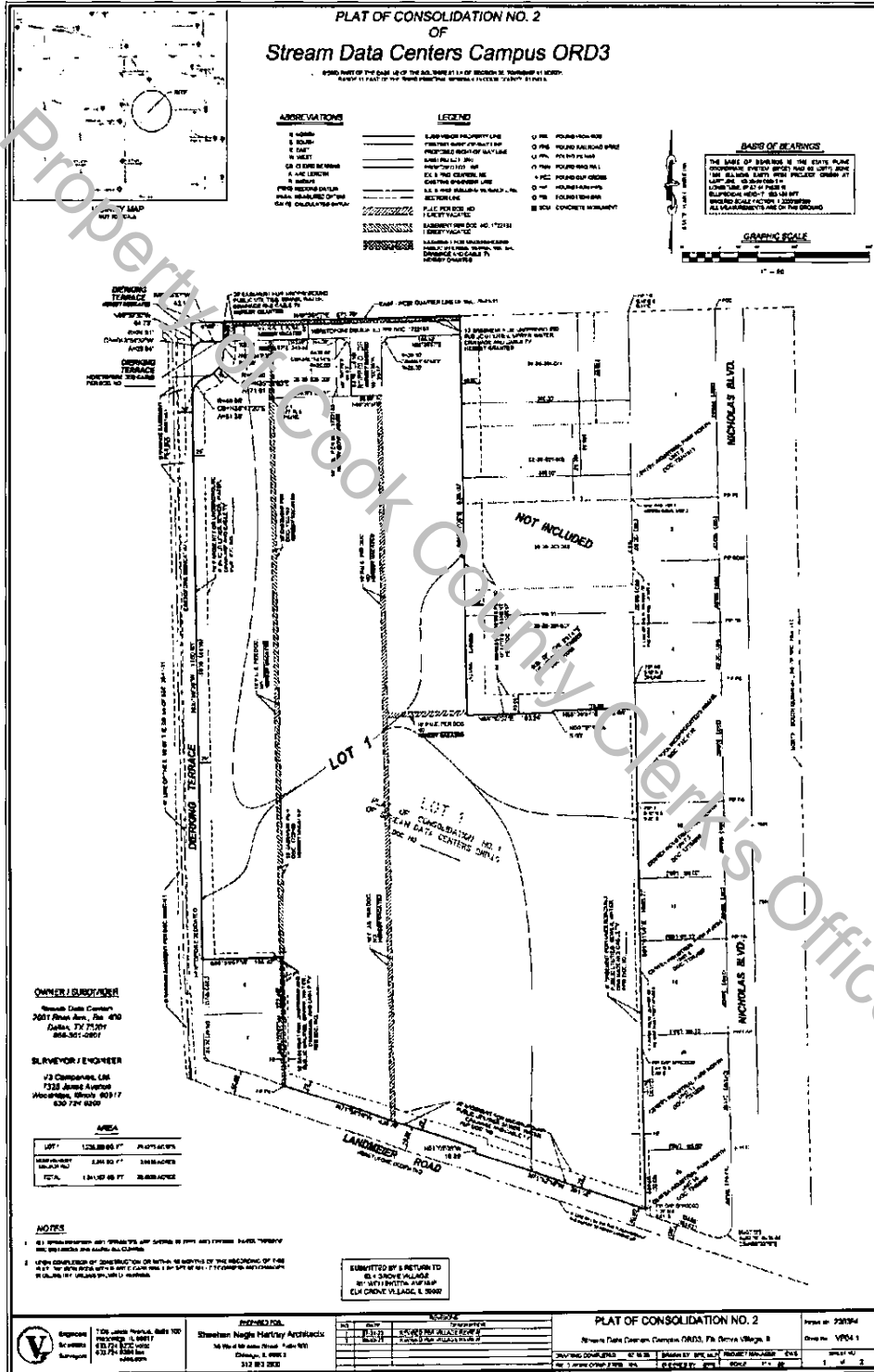


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## Exhibit D2

### Plat of Resubdivision for Phase 2 Property









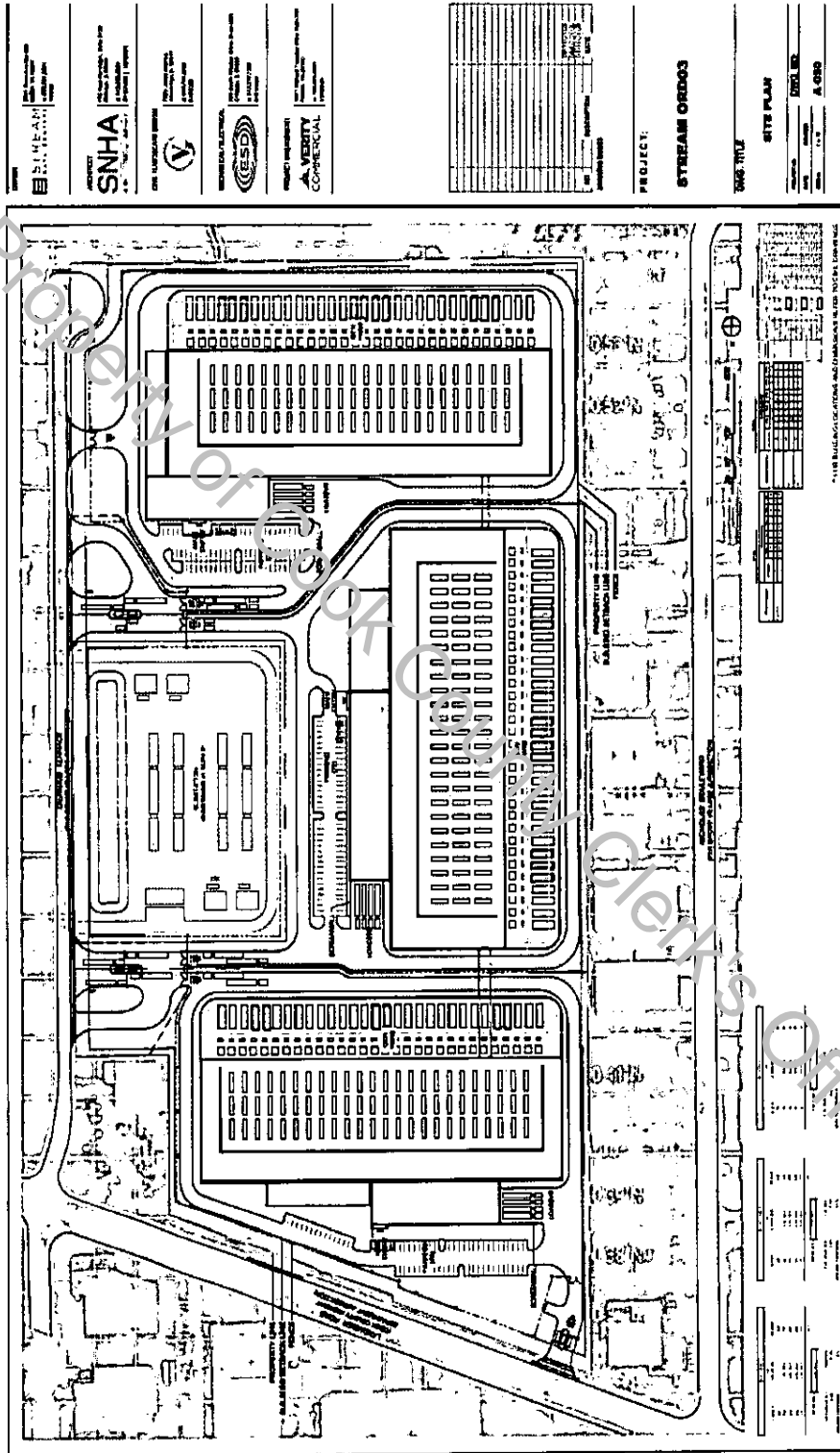




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## Exhibit E

### Site Plan





# UNOFFICIAL COPY

## Exhibit F

### Landscape Plan

**LANDSCAPE REQUIREMENT TABLE:**

Plant	Quantity	Plant	Quantity
1. ...	...	1. ...	...
2. ...	...	2. ...	...
3. ...	...	3. ...	...
4. ...	...	4. ...	...
5. ...	...	5. ...	...
6. ...	...	6. ...	...
7. ...	...	7. ...	...
8. ...	...	8. ...	...
9. ...	...	9. ...	...
10. ...	...	10. ...	...
11. ...	...	11. ...	...
12. ...	...	12. ...	...
13. ...	...	13. ...	...
14. ...	...	14. ...	...
15. ...	...	15. ...	...
16. ...	...	16. ...	...
17. ...	...	17. ...	...
18. ...	...	18. ...	...
19. ...	...	19. ...	...
20. ...	...	20. ...	...
21. ...	...	21. ...	...
22. ...	...	22. ...	...
23. ...	...	23. ...	...
24. ...	...	24. ...	...

**LANDSCAPE REQUIREMENTS:**

1. ...

2. ...

3. ...

4. ...

5. ...

6. ...

7. ...

8. ...

9. ...

10. ...

11. ...

12. ...

13. ...

14. ...

15. ...

16. ...

17. ...

18. ...

19. ...

20. ...

21. ...

22. ...

23. ...

24. ...

**PLANTING NOTES:**

1. ...
2. ...
3. ...
4. ...
5. ...
6. ...
7. ...
8. ...
9. ...
10. ...
11. ...
12. ...
13. ...
14. ...
15. ...
16. ...
17. ...
18. ...
19. ...
20. ...
21. ...
22. ...
23. ...
24. ...

**GENERAL NOTES:**

1. ...
2. ...
3. ...
4. ...
5. ...
6. ...
7. ...
8. ...
9. ...
10. ...
11. ...
12. ...
13. ...
14. ...
15. ...
16. ...
17. ...
18. ...
19. ...
20. ...
21. ...
22. ...
23. ...
24. ...

**PROJECT:**

**STREAM ORDOS**

**PROJECT TITLE:**

**PRELIMINARY LANDSCAPE PLAN - OVERALL**

**DATE:** 1/10

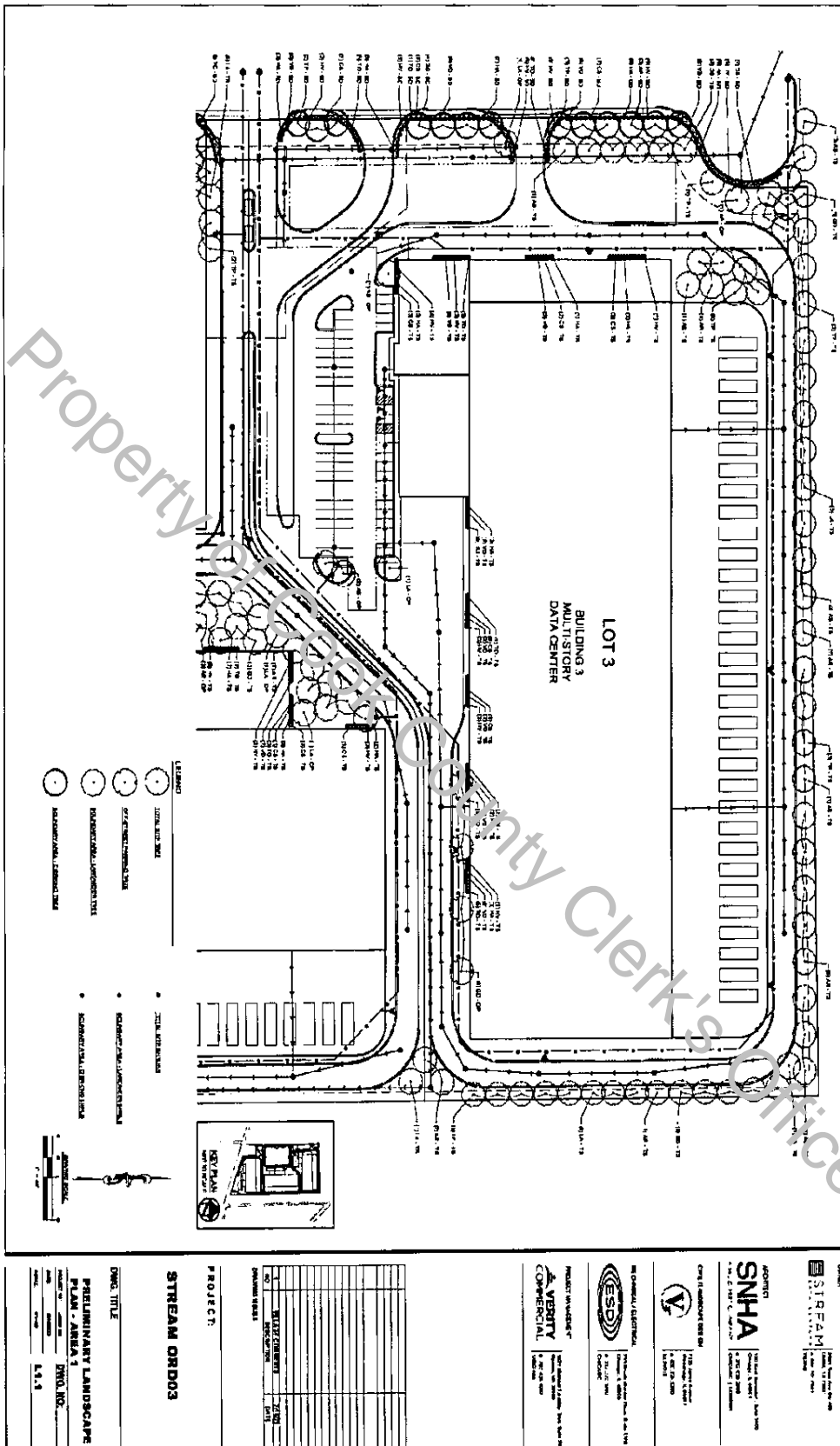
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**ARCHITECT:** ...

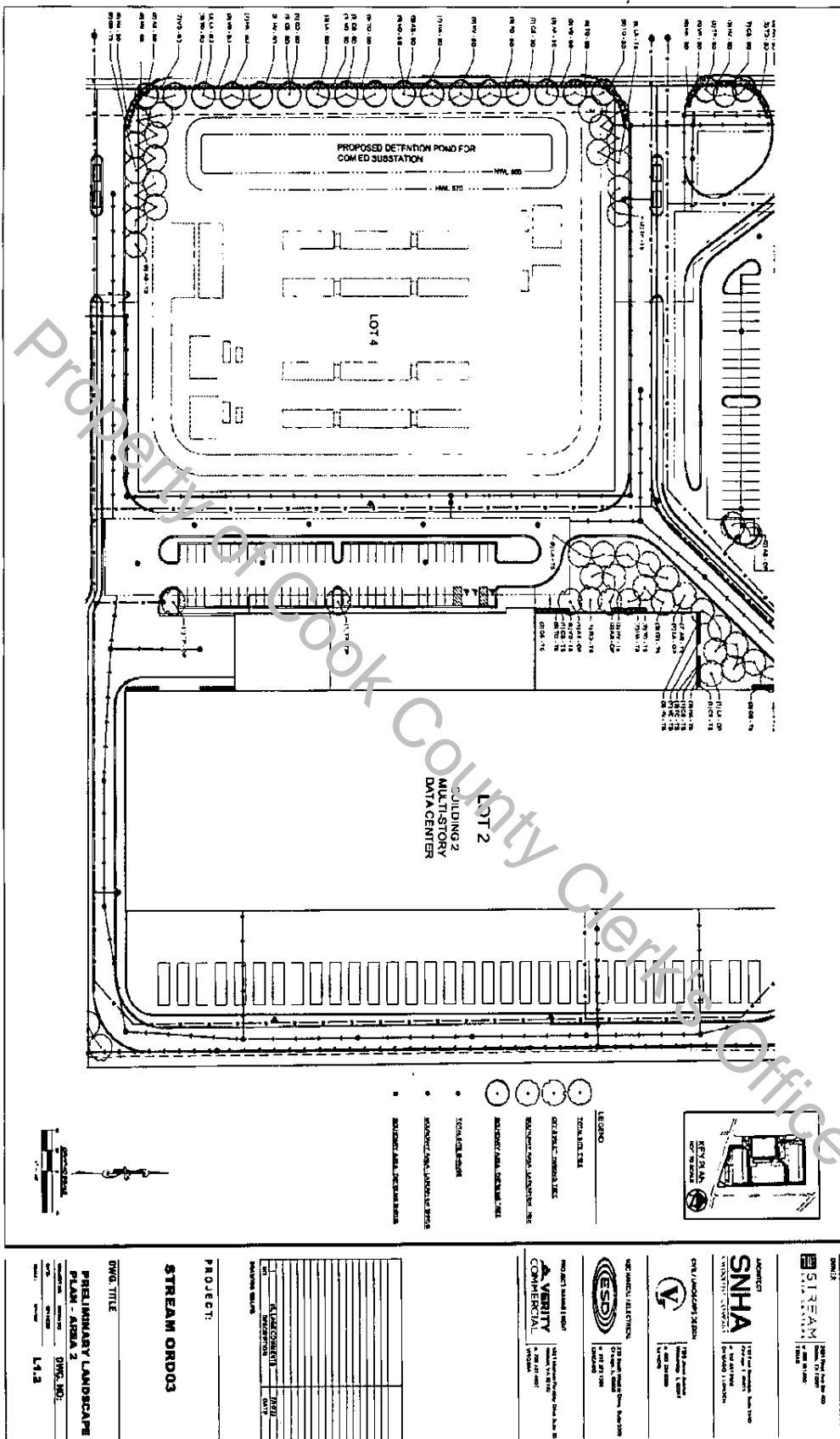
**LANDSCAPE ARCHITECT:** ...

**SCALE:** 1" = 10'

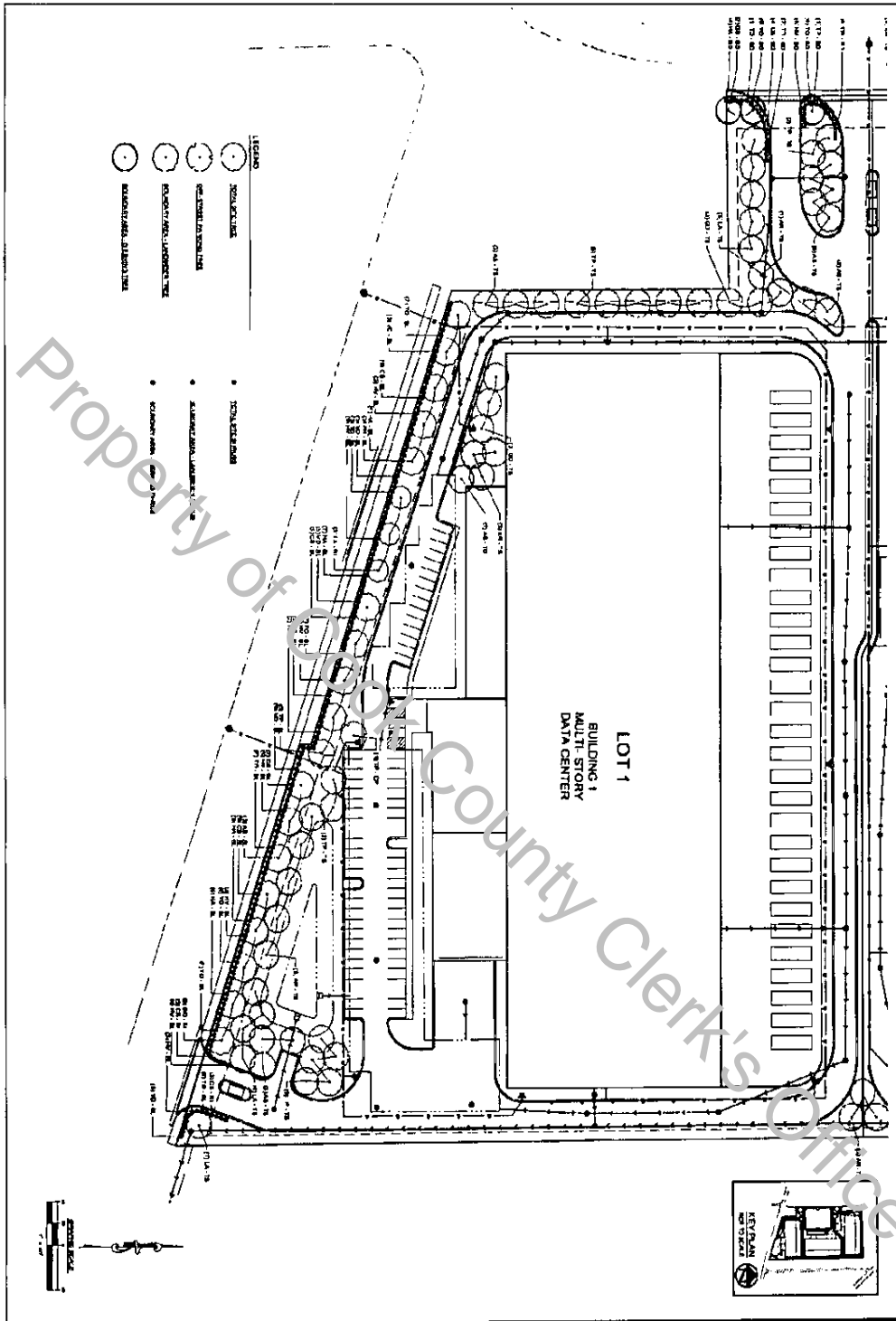
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# UNOFFICIAL COPY



# UNOFFICIAL COPY



**PROJECT:**  
**STREAM ORDOS**

**CLIENT:**  
**VERITY COMMERCIAL**

**DATE:** 1.13

**PROJECT TITLE:**  
**PRELIMINARY LANDSCAPE PLAN - AREA 3**

**DATE:** 1.13

**PROJECT LOCATION:**  
 10000 N. 100th Ave., Suite 1000, Washington, DC 20000

**PROJECT DESCRIPTION:**  
 Multi-story data center building with associated parking and landscaping.

**DESIGNER:**  
**ESD**

**SCALE:**  
 1" = 100'

**DATE:** 1.13

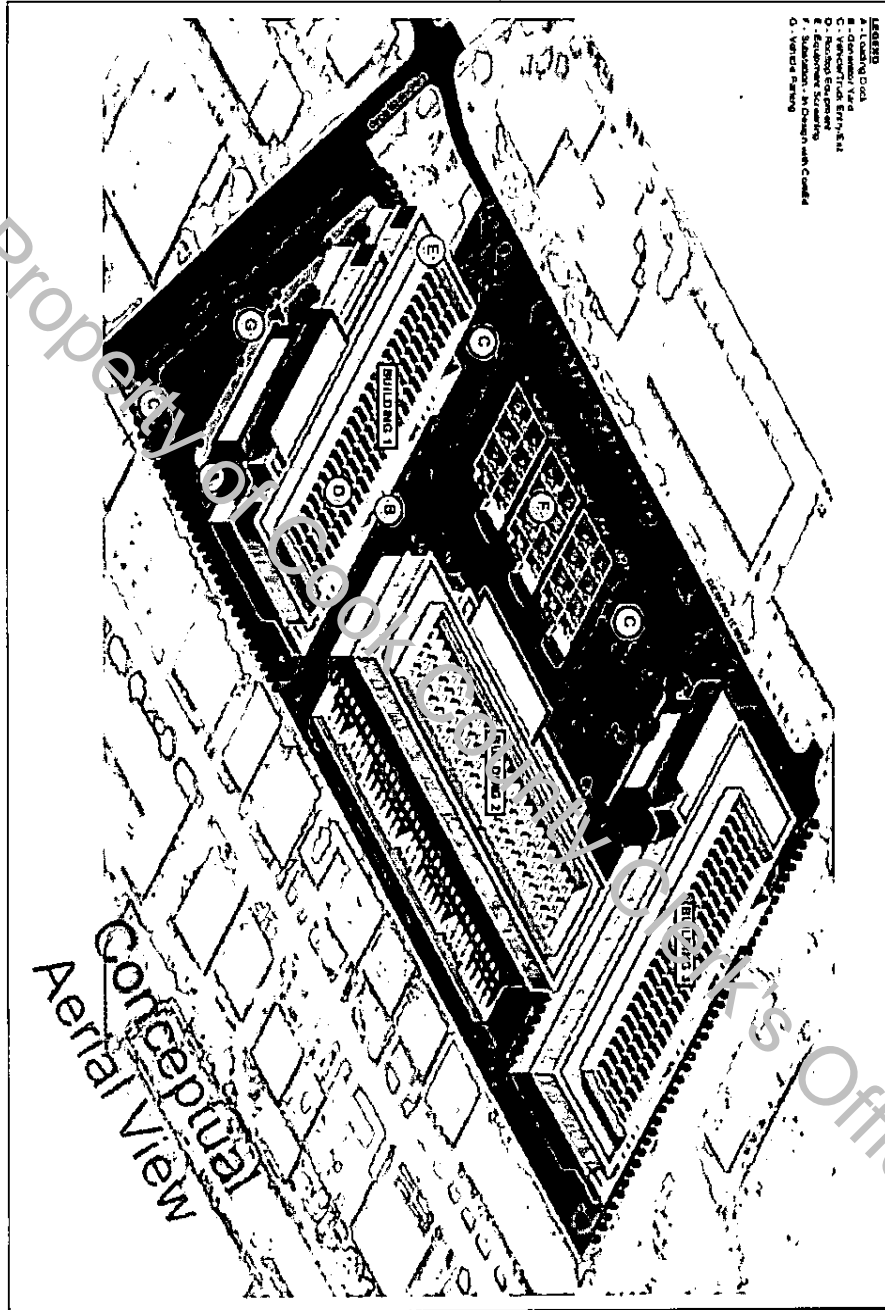
**PROJECT NO.:** 10000

**DWG. NO.:** 1.13

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## Exhibit G

### Building Elevations



<b>PROJECT:</b> <b>STREAM CROSS</b>		<b>DATE:</b> 10/15/2014	
<b>CLIENT:</b> Stream Cross		<b>SCALE:</b> 1/8" = 1'-0"	
<b>DESIGNER:</b> [Name]		<b>CHECKER:</b> [Name]	
<b>DATE:</b> 10/15/2014		<b>PROJECT NO.:</b> [Number]	
<b>PROJECT NO.:</b> [Number]		<b>PROJECT NAME:</b> [Name]	
<b>PROJECT ADDRESS:</b> [Address]		<b>PROJECT CITY:</b> [City]	
<b>PROJECT STATE:</b> [State]		<b>PROJECT ZIP:</b> [Zip]	
<b>PROJECT COUNTY:</b> [County]		<b>PROJECT DISTRICT:</b> [District]	
<b>PROJECT PHASE:</b> [Phase]		<b>PROJECT STATUS:</b> [Status]	
<b>PROJECT OWNER:</b> [Owner]		<b>PROJECT CONTACT:</b> [Contact]	
<b>PROJECT PHONE:</b> [Phone]		<b>PROJECT FAX:</b> [Fax]	
<b>PROJECT EMAIL:</b> [Email]		<b>PROJECT WEBSITE:</b> [Website]	
<b>PROJECT NOTES:</b> [Notes]		<b>PROJECT COMMENTS:</b> [Comments]	
<b>PROJECT APPROVALS:</b> [Approvals]		<b>PROJECT SIGNATURES:</b> [Signatures]	
<b>PROJECT STAMP:</b> [Stamp]		<b>PROJECT LOGO:</b> [Logo]	

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VIEW OF MAIN ENTRY

VIEW FROM LANDSCAPER ROAD FROM THE SOUTHEAST

VIEW FROM LANDSCAPER ROAD FROM THE SOUTHWEST

Property of Cook County Clerk's Office

Conceptual Perspectives

WINDOW FRAME

ROOF STRUCTURE

WALL SECTION

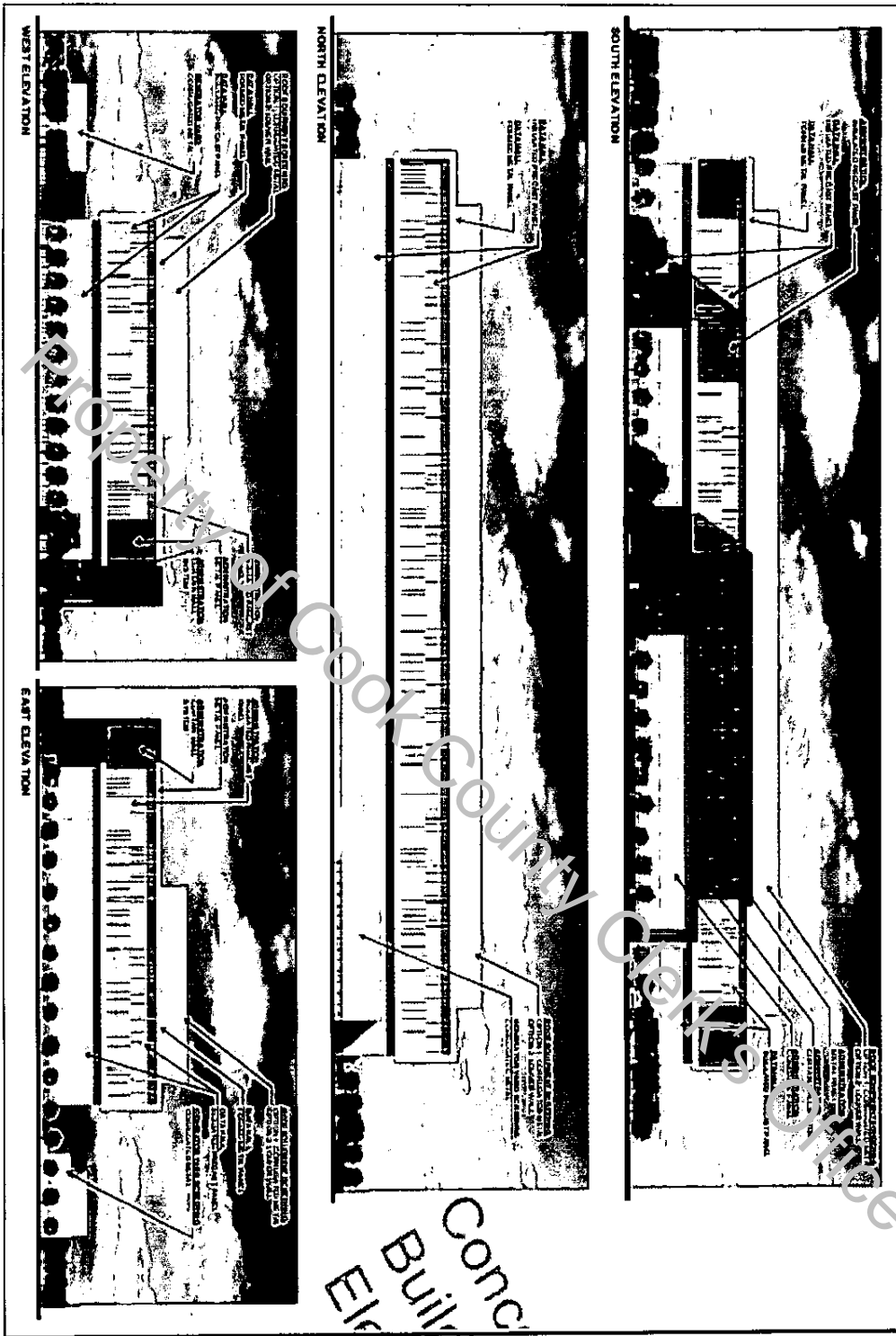
DOOR ENTRY

STRUCTURAL JOINT

ROOF EDGE

<b>PROJECT:</b>	STREAM ORDS	<b>CLIENT:</b>	SNHA
<b>DATE:</b>	2014.09	<b>PROJECT NO.:</b>	14-001
<b>DESIGNER:</b>	VERITY COMMERCIAL	<b>CLIENT ADDRESS:</b>	1400 N. RIVER ST. CHICAGO, IL 60610
<b>SCALE:</b>	AS SHOWN	<b>PROJECT ADDRESS:</b>	1400 N. RIVER ST. CHICAGO, IL 60610
<b>DATE:</b>	2014.09	<b>CLIENT CONTACT:</b>	1400 N. RIVER ST. CHICAGO, IL 60610
<b>DESIGNER:</b>	VERITY COMMERCIAL	<b>CLIENT CONTACT:</b>	1400 N. RIVER ST. CHICAGO, IL 60610

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**PROJECT:** STREAM ORDS

**DRWG TITLE:** BUILDING ELEVATIONS

**DATE:** 10/1/10

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

**PROJECT MANAGER:** VERITY COMMERCIAL

**DESIGNER:** SNHA

**DATE:** 10/1/10

**PROJECT LOCATION:** 1000 N. LAKE ST. CHICAGO, IL 60610

NO.	REVISION	DATE
1	ISSUED FOR PERMIT	10/1/10
2	REVISED PER COMMENTS	10/1/10
3	REVISED PER COMMENTS	10/1/10
4	REVISED PER COMMENTS	10/1/10
5	REVISED PER COMMENTS	10/1/10
6	REVISED PER COMMENTS	10/1/10
7	REVISED PER COMMENTS	10/1/10
8	REVISED PER COMMENTS	10/1/10
9	REVISED PER COMMENTS	10/1/10
10	REVISED PER COMMENTS	10/1/10
11	REVISED PER COMMENTS	10/1/10
12	REVISED PER COMMENTS	10/1/10
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32	REVISED PER COMMENTS	10/1/10
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37	REVISED PER COMMENTS	10/1/10
38	REVISED PER COMMENTS	10/1/10
39	REVISED PER COMMENTS	10/1/10
40	REVISED PER COMMENTS	10/1/10



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Conceptual Perspectives

DATE: \_\_\_\_\_ DRAWN BY: \_\_\_\_\_

PROJECT: **STREAMS ORDOS**

NO.	REVISION	DATE	BY

**AMERICAN VERITY COMMERCIAL**

**SNHA**

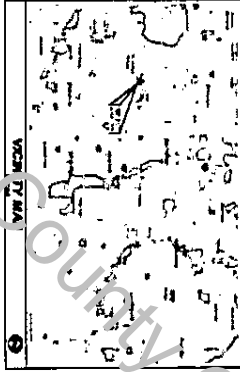
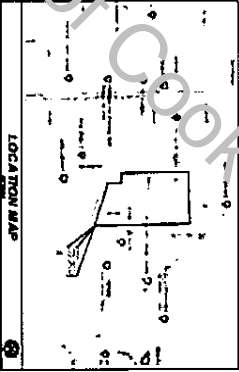
**ELSI**

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## Exhibit H1

### Preliminary Engineering

PRELIMINARY ENGINEERING PLANS  
FOR  
**STREAM ORD03**  
ELK GROVE VILLAGE, ILLINOIS

<p><b>PROJECT TEAM</b></p> <p><b>DIRECTOR/OWNER</b> 1301 River Road, Suite 400 Darien, Texas 75761 Contact: Steve Adams</p> <p><b>ENGINEER</b> V1 Corporation, Ltd. 7205 Arroyo Parkway Wichita, Kansas 67221-8200 Project Manager: Steve Adams, P.E. Project Engineer: Lisa Caldwell, P.E. lscaldw@v1corp.com</p> <p><b>CONSULT</b> 1301 River Road, Suite 400 Darien, Texas 75761 Contact: Steve Adams</p>	 	<p><b>INDEX</b></p> <p><b>CIVIL ENGINEERING PLANS</b></p> <table border="1"> <tr><td>C10</td><td>TITLE SHEET</td></tr> <tr><td>C10</td><td>PRELIMINARY OVERALL SITE PLAN</td></tr> <tr><td>C11</td><td>PRELIMINARY LAYOUT PLAN - AREA 1</td></tr> <tr><td>C12</td><td>PRELIMINARY LAYOUT PLAN - AREA 2</td></tr> <tr><td>C13</td><td>PRELIMINARY LAYOUT PLAN - AREA 3</td></tr> <tr><td>C20</td><td>PRELIMINARY OVERALL GRADING PLAN</td></tr> <tr><td>C21</td><td>PRELIMINARY GRADING PLAN - AREA 1</td></tr> <tr><td>C22</td><td>PRELIMINARY GRADING PLAN - AREA 2</td></tr> <tr><td>C23</td><td>PRELIMINARY GRADING PLAN - AREA 3</td></tr> <tr><td>C31</td><td>PRELIMINARY UTILITIES PLAN - AREA 1</td></tr> <tr><td>C32</td><td>PRELIMINARY UTILITIES PLAN - AREA 2</td></tr> <tr><td>C33</td><td>PRELIMINARY UTILITIES PLAN - AREA 3</td></tr> </table> <p><b>LANDSCAPE PLANS</b></p> <p>L10-L13 LANDSCAPE PLANS</p> <p><b>SUPPORTING DOCUMENTS</b></p> <p>S10-13 ALLIANCE LAND TITLE SURVEY &amp; TOPOGRAPHIC SURVEY</p>	C10	TITLE SHEET	C10	PRELIMINARY OVERALL SITE PLAN	C11	PRELIMINARY LAYOUT PLAN - AREA 1	C12	PRELIMINARY LAYOUT PLAN - AREA 2	C13	PRELIMINARY LAYOUT PLAN - AREA 3	C20	PRELIMINARY OVERALL GRADING PLAN	C21	PRELIMINARY GRADING PLAN - AREA 1	C22	PRELIMINARY GRADING PLAN - AREA 2	C23	PRELIMINARY GRADING PLAN - AREA 3	C31	PRELIMINARY UTILITIES PLAN - AREA 1	C32	PRELIMINARY UTILITIES PLAN - AREA 2	C33	PRELIMINARY UTILITIES PLAN - AREA 3
C10	TITLE SHEET																									
C10	PRELIMINARY OVERALL SITE PLAN																									
C11	PRELIMINARY LAYOUT PLAN - AREA 1																									
C12	PRELIMINARY LAYOUT PLAN - AREA 2																									
C13	PRELIMINARY LAYOUT PLAN - AREA 3																									
C20	PRELIMINARY OVERALL GRADING PLAN																									
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C23	PRELIMINARY GRADING PLAN - AREA 3																									
C31	PRELIMINARY UTILITIES PLAN - AREA 1																									
C32	PRELIMINARY UTILITIES PLAN - AREA 2																									
C33	PRELIMINARY UTILITIES PLAN - AREA 3																									
<p><b>REMARKS</b></p> <p>1. THESE PLANS WERE PREPARED BY THE ENGINEER AND/OR ARCHITECT AND ARE NOT TO BE USED FOR ANY OTHER PROJECT OR PURPOSE WITHOUT THE WRITTEN CONSENT OF THE ENGINEER AND/OR ARCHITECT.</p> <p>2. THE ENGINEER AND/OR ARCHITECT HAS NOT CONDUCTED A VISUAL INSPECTION OF THE SITE OR THE EXISTING CONDITIONS AT THE SITE. THE ENGINEER AND/OR ARCHITECT HAS RELIED ON THE INFORMATION PROVIDED BY THE CLIENT AND/OR OTHER SOURCES.</p> <p>3. THE ENGINEER AND/OR ARCHITECT HAS NOT CONDUCTED A VISUAL INSPECTION OF THE SITE OR THE EXISTING CONDITIONS AT THE SITE. THE ENGINEER AND/OR ARCHITECT HAS RELIED ON THE INFORMATION PROVIDED BY THE CLIENT AND/OR OTHER SOURCES.</p> <p>4. THE ENGINEER AND/OR ARCHITECT HAS NOT CONDUCTED A VISUAL INSPECTION OF THE SITE OR THE EXISTING CONDITIONS AT THE SITE. THE ENGINEER AND/OR ARCHITECT HAS RELIED ON THE INFORMATION PROVIDED BY THE CLIENT AND/OR OTHER SOURCES.</p>																										

**PROJECT:** STREAM ORD03

**TITLE SHEET**

DATE: 02/10/2010

SCALE: AS SHOWN

**CLIENT:** V1 CORPORATION

**PROJECT:** ELK GROVE VILLAGE

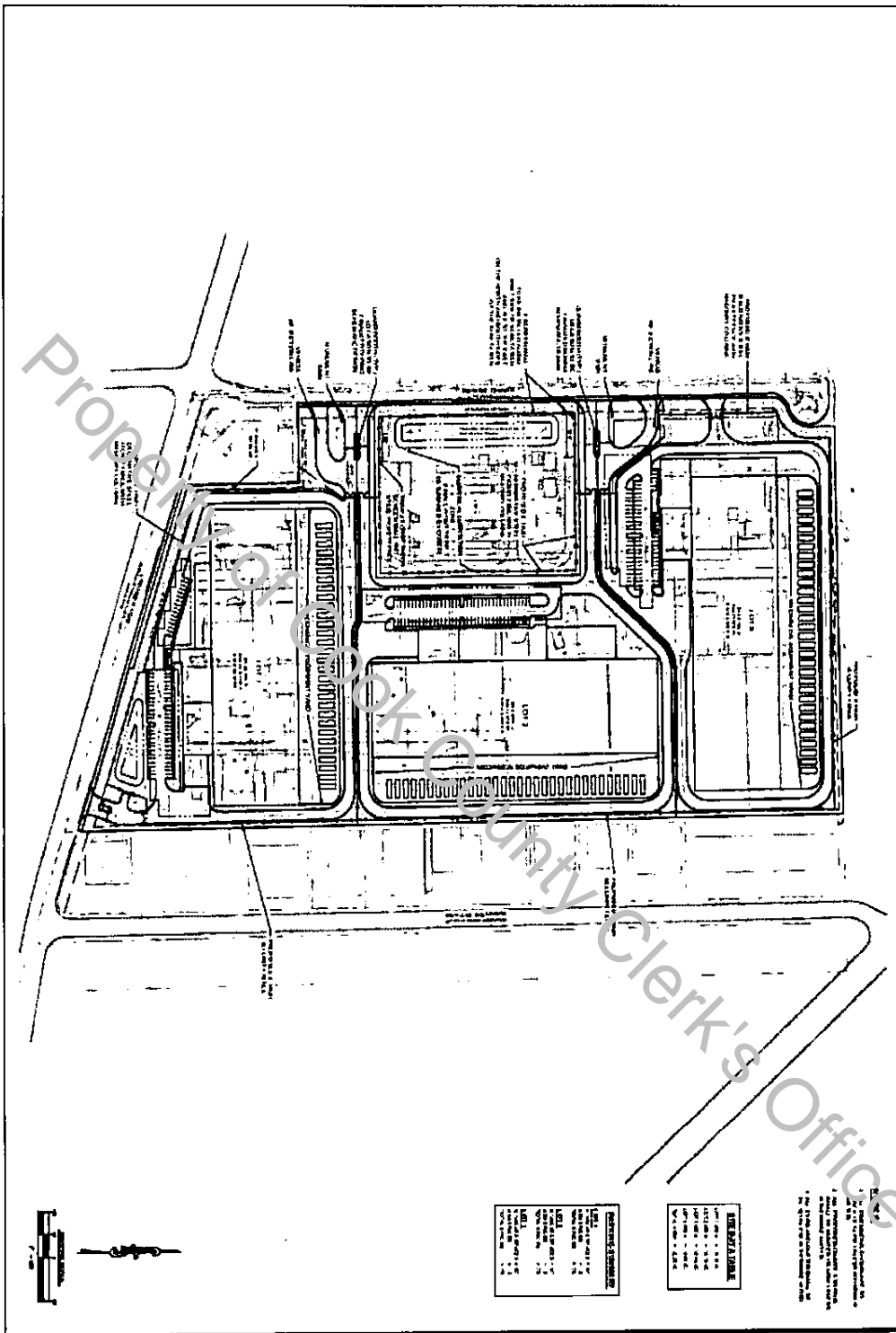
**PROJECT:** STREAM ORD03

**ENGINEER:** V1 CORPORATION

**PROJECT:** ELK GROVE VILLAGE

**PROJECT:** STREAM ORD03

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**ES&S**  
**SNHA**  
 PROJECT: VERITY COMMERCIAL  
 DATE: 11/15/2011  
 DRAWING NO: 01.0

**VERITY COMMERCIAL**  
 PROJECT: VERITY COMMERCIAL  
 DATE: 11/15/2011  
 DRAWING NO: 01.0

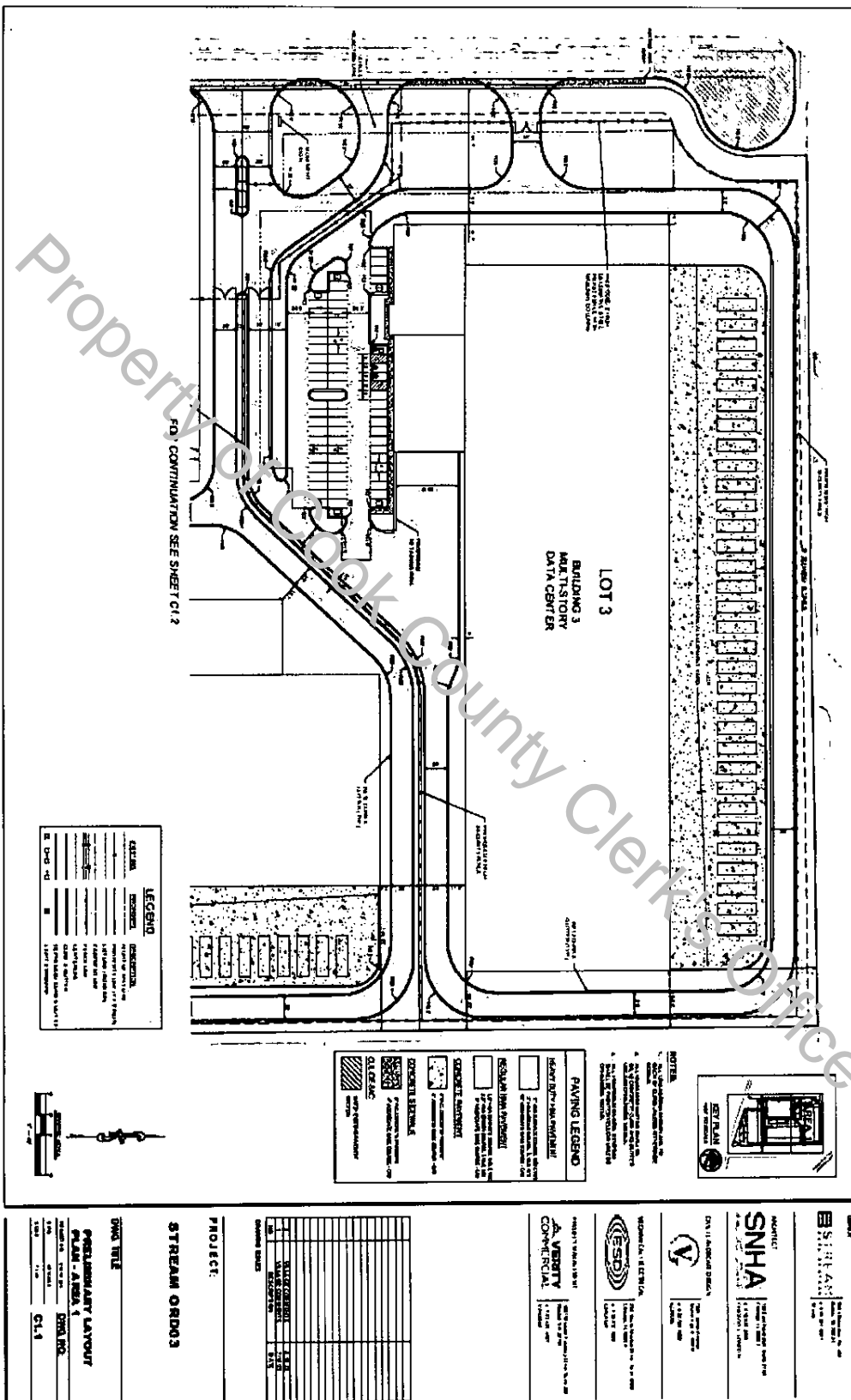
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 STREAM ORDOS

**DWG TITLE:**  
 PRELIMINARY OVERALL SITE PLAN  
 DWG NO: 01.0

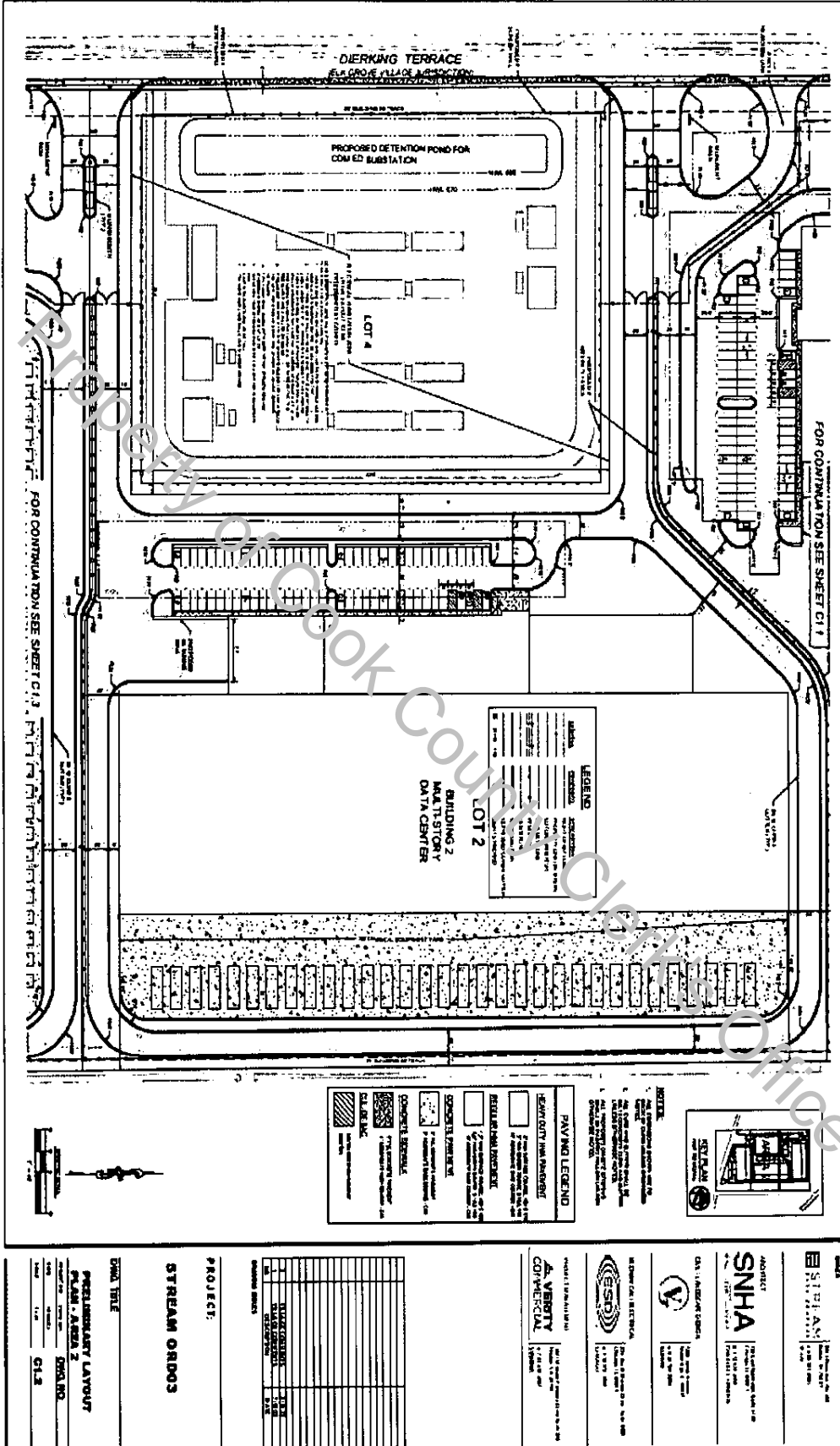
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20	ISSUE FOR PERMIT	11/15/11

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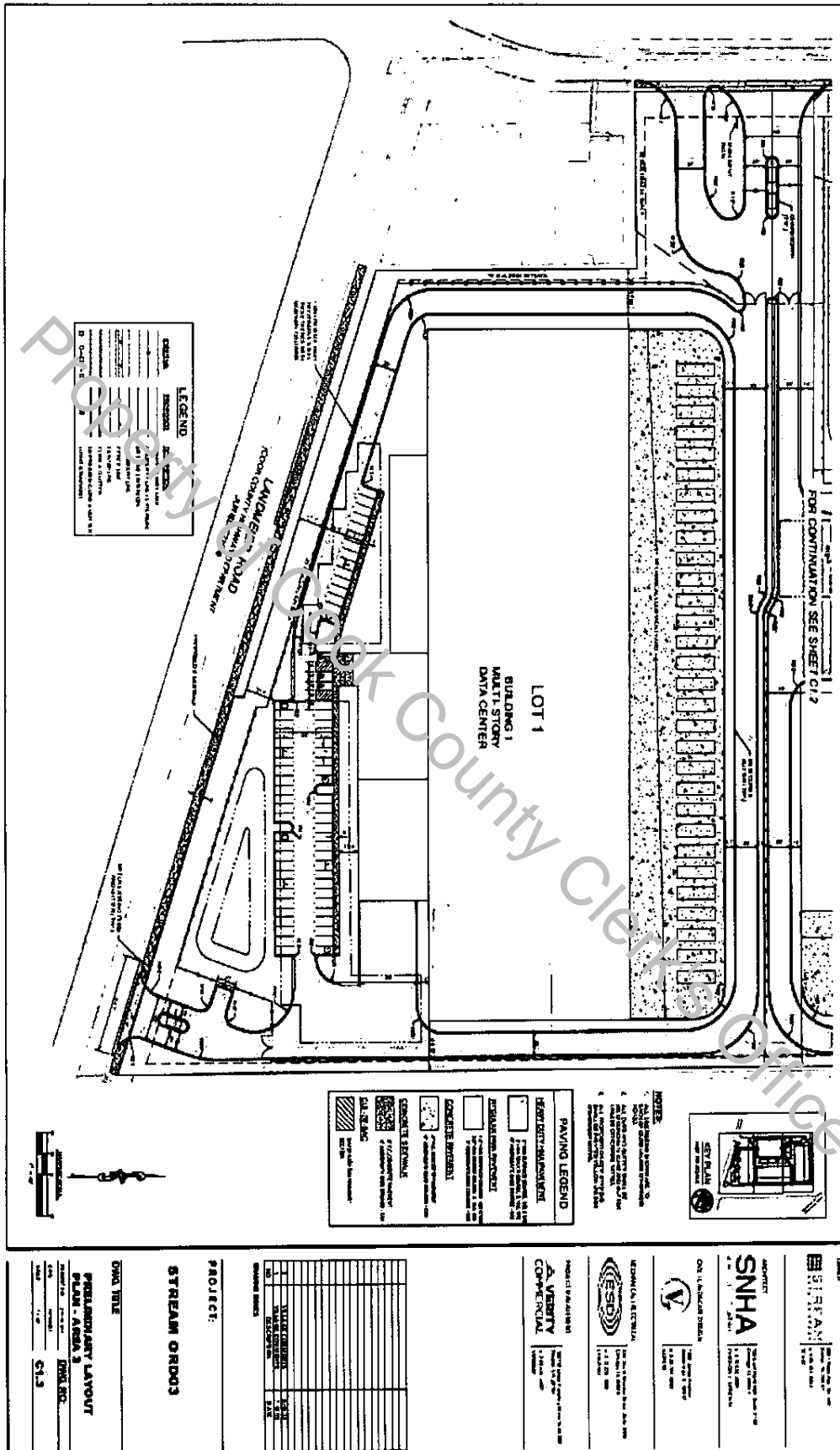
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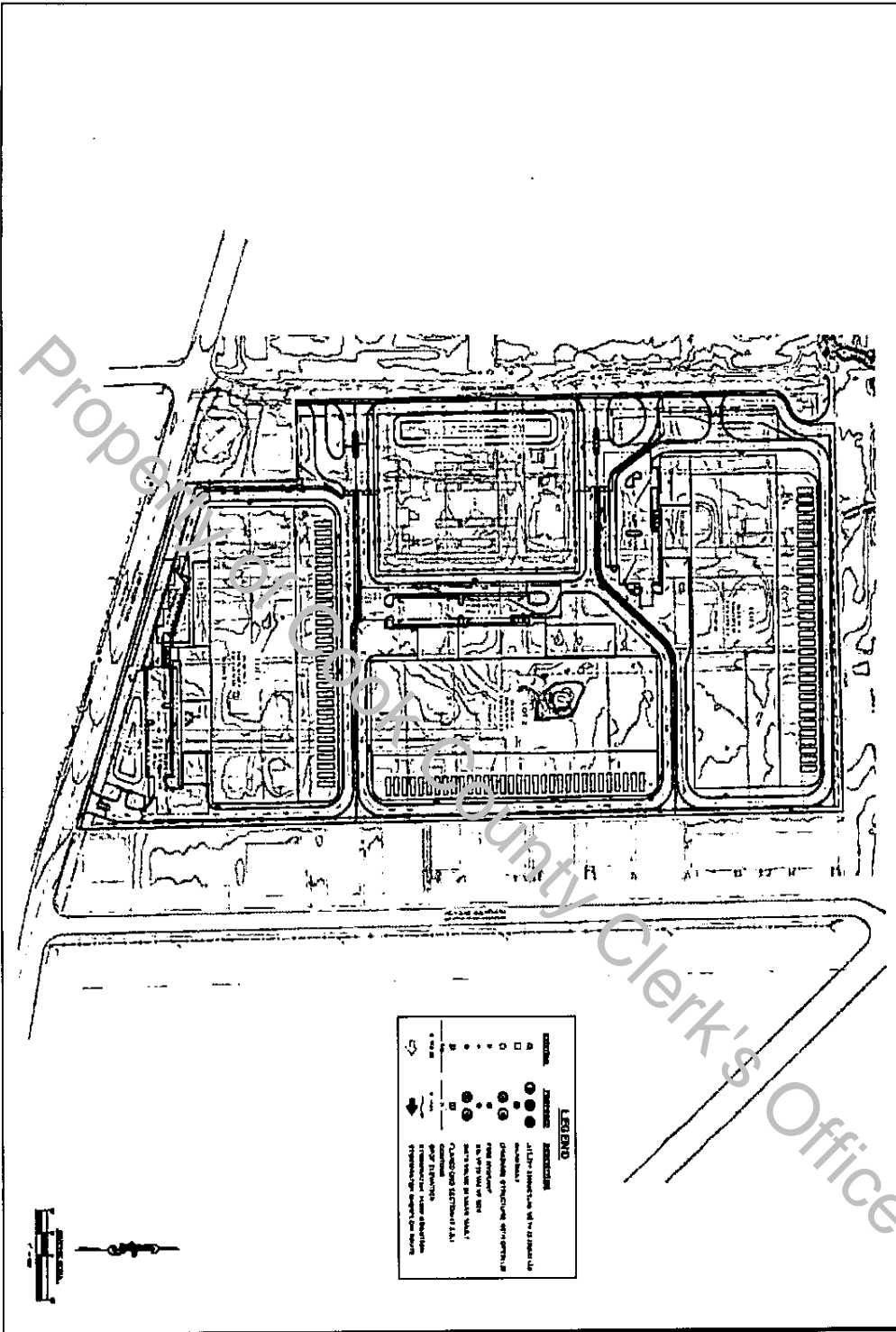
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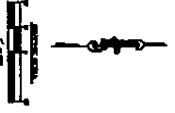


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Property of Stanislaus County Clerk's Office

LEGEND	
	STRUCTURE
	WALL
	ELEVATION
	OTHER



NO.	DESCRIPTION	DATE	BY
1	FINAL DESIGN	11/15/11	AS
2	PERMIT APPLICATION	11/15/11	AS

PROJECT:

STREAM ORDOS

DRAWN BY:

PRELIMINARY OVERALL GRADING PLAN - 2012.02.13

SCALE:

AS SHOWN

**ST. JEAN**  
 LANDSCAPE ARCHITECTURE  
 1515 B STREET, SUITE 100  
 SACRAMENTO, CA 95811  
 TEL: (916) 441-4444  
 FAX: (916) 441-4445  
 WWW.STJEANLANDSCAPE.COM

**PROJECT:** ST. JEAN LANDSCAPE ARCHITECTURE  
**S/NH/A** 1515 B STREET, SUITE 100  
 SACRAMENTO, CA 95811  
 TEL: (916) 441-4444  
 FAX: (916) 441-4445  
 WWW.STJEANLANDSCAPE.COM

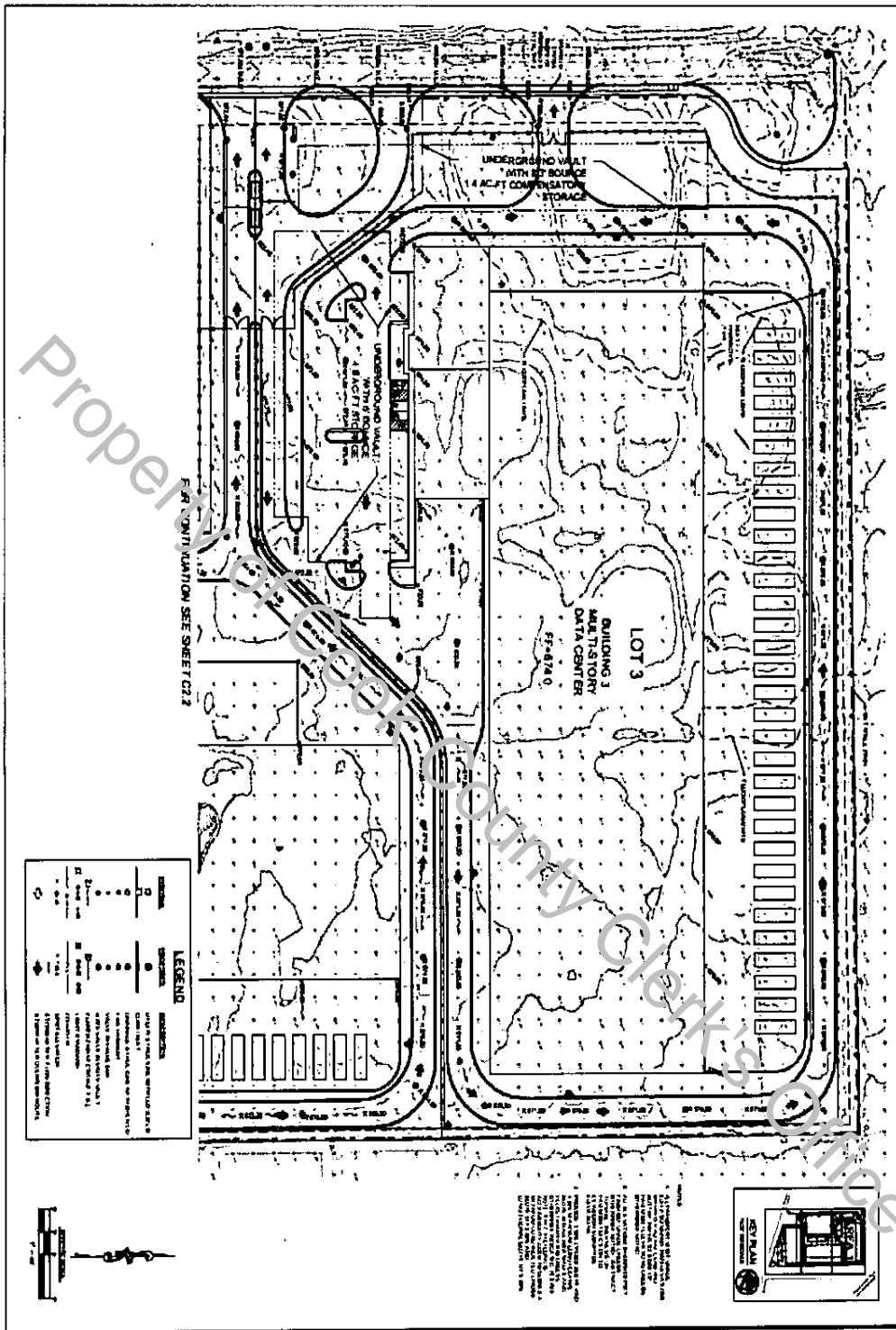
**V**  
 VERITY COMMERCIAL  
 1010 N. MARKET STREET, SUITE 100  
 SACRAMENTO, CA 95811  
 TEL: (916) 441-4444  
 FAX: (916) 441-4445  
 WWW.VERTYCOMMERCIAL.COM

**ES&D**  
 ENGINEERING & SURVEYING DESIGN  
 1010 N. MARKET STREET, SUITE 100  
 SACRAMENTO, CA 95811  
 TEL: (916) 441-4444  
 FAX: (916) 441-4445  
 WWW.ES&DDESIGN.COM

**VERTY COMMERCIAL**  
 1010 N. MARKET STREET, SUITE 100  
 SACRAMENTO, CA 95811  
 TEL: (916) 441-4444  
 FAX: (916) 441-4445  
 WWW.VERTYCOMMERCIAL.COM



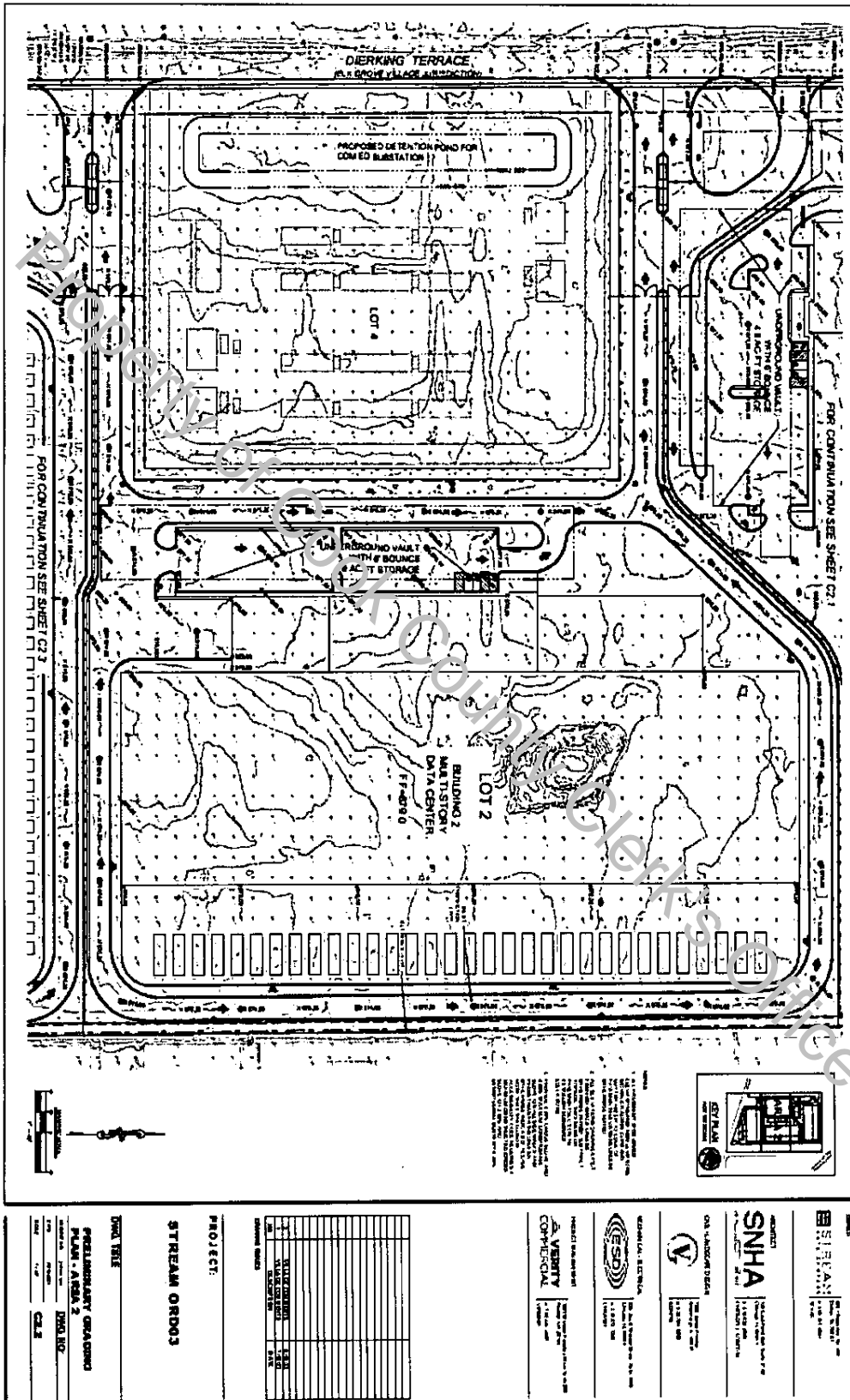
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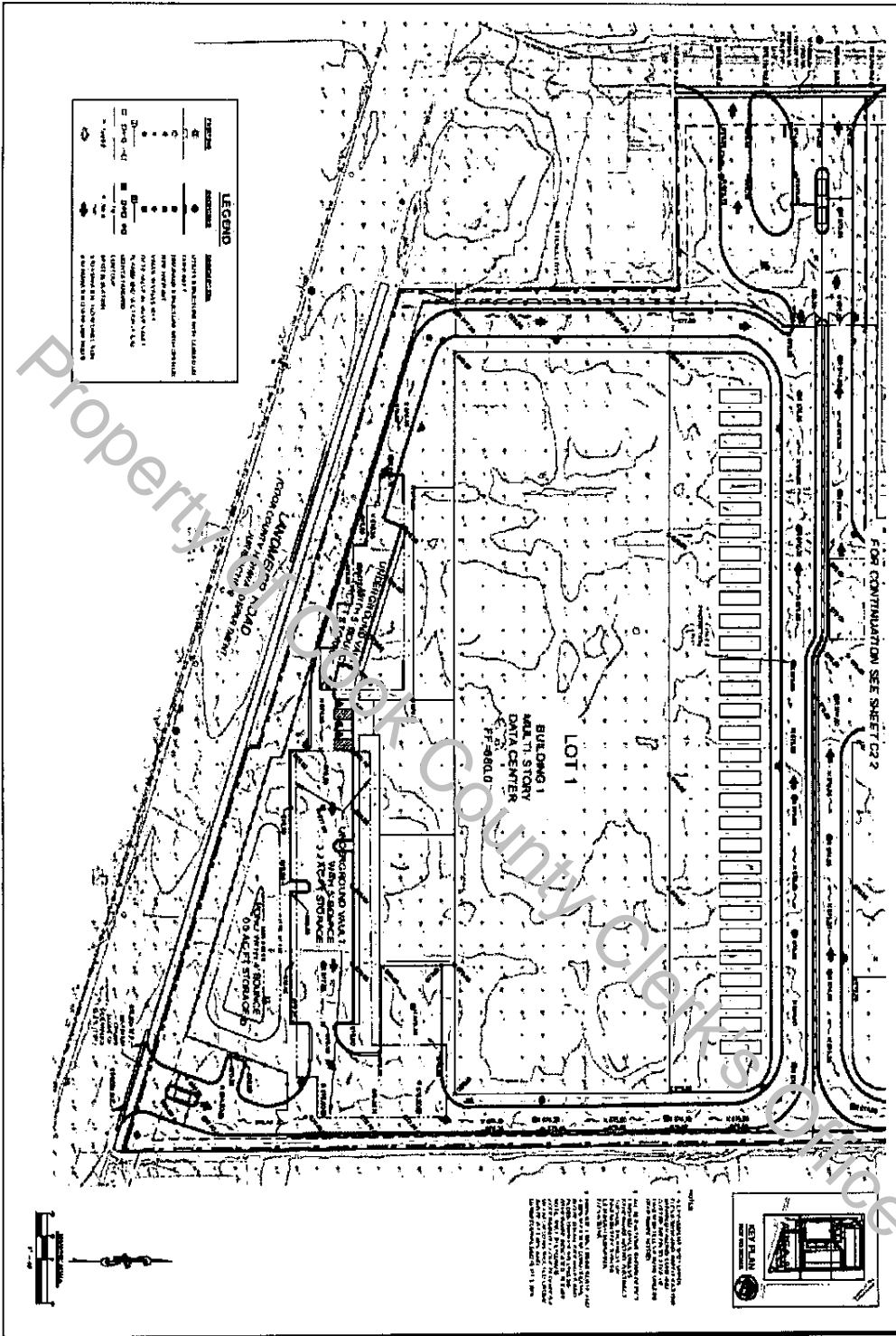
	<p><b>LEGEND</b></p> <table border="0" style="font-size: x-small;"> <tr> <td></td> <td>EXISTING</td> <td>PROPOSED</td> <td>AS-BUILT</td> </tr> <tr> <td></td> <td>EXISTING</td> <td>PROPOSED</td> <td>AS-BUILT</td> </tr> <tr> <td></td> <td>EXISTING</td> <td>PROPOSED</td> <td>AS-BUILT</td> </tr> <tr> <td></td> <td>EXISTING</td> <td>PROPOSED</td> <td>AS-BUILT</td> </tr> <tr> <td></td> <td>EXISTING</td> <td>PROPOSED</td> <td>AS-BUILT</td> </tr> </table>		EXISTING	PROPOSED	AS-BUILT		EXISTING	PROPOSED	AS-BUILT		EXISTING	PROPOSED	AS-BUILT		EXISTING	PROPOSED	AS-BUILT		EXISTING	PROPOSED	AS-BUILT	<p><b>PROJECT</b></p> <p><b>STREAM ORDOS</b></p>	<p><b>CLIENT</b></p> <p><b>SNHA</b></p>	<p><b>DESIGNER</b></p> <p><b>VERTY</b></p>	<p><b>DATE</b></p> <p>10/15/2024</p>																																												
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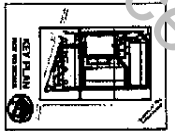


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FOR CONTINUATION SEE SHEET C2.2

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**NOTES:**

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
2. EXISTING UTILITIES SHOWN FOR INFORMATION ONLY. VERIFY ALL UTILITIES PRIOR TO CONSTRUCTION.
3. SEE SHEET C2.1 FOR SITE PLAN AND LEGEND.
4. SEE SHEET C2.2 FOR CONTINUATION OF SITE PLAN.
5. SEE SHEET C2.3 FOR CONTINUATION OF SITE PLAN.
6. SEE SHEET C2.4 FOR CONTINUATION OF SITE PLAN.
7. SEE SHEET C2.5 FOR CONTINUATION OF SITE PLAN.
8. SEE SHEET C2.6 FOR CONTINUATION OF SITE PLAN.
9. SEE SHEET C2.7 FOR CONTINUATION OF SITE PLAN.
10. SEE SHEET C2.8 FOR CONTINUATION OF SITE PLAN.
11. SEE SHEET C2.9 FOR CONTINUATION OF SITE PLAN.
12. SEE SHEET C2.10 FOR CONTINUATION OF SITE PLAN.

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SIRIAN  
DATE: 08/11/2024  
TIME: 10:58 AM

**SNHA**  
SANTA CLARA COUNTY  
PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT  
1000 W. CALLE DE LOS ALAMOS  
SAN JOSE, CA 95128  
TEL: (408) 299-7000  
WWW.SNHA.CA.GOV

**VERITY COMMERCIAL**  
1000 W. CALLE DE LOS ALAMOS  
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**ES&S**  
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**PROJECT:**

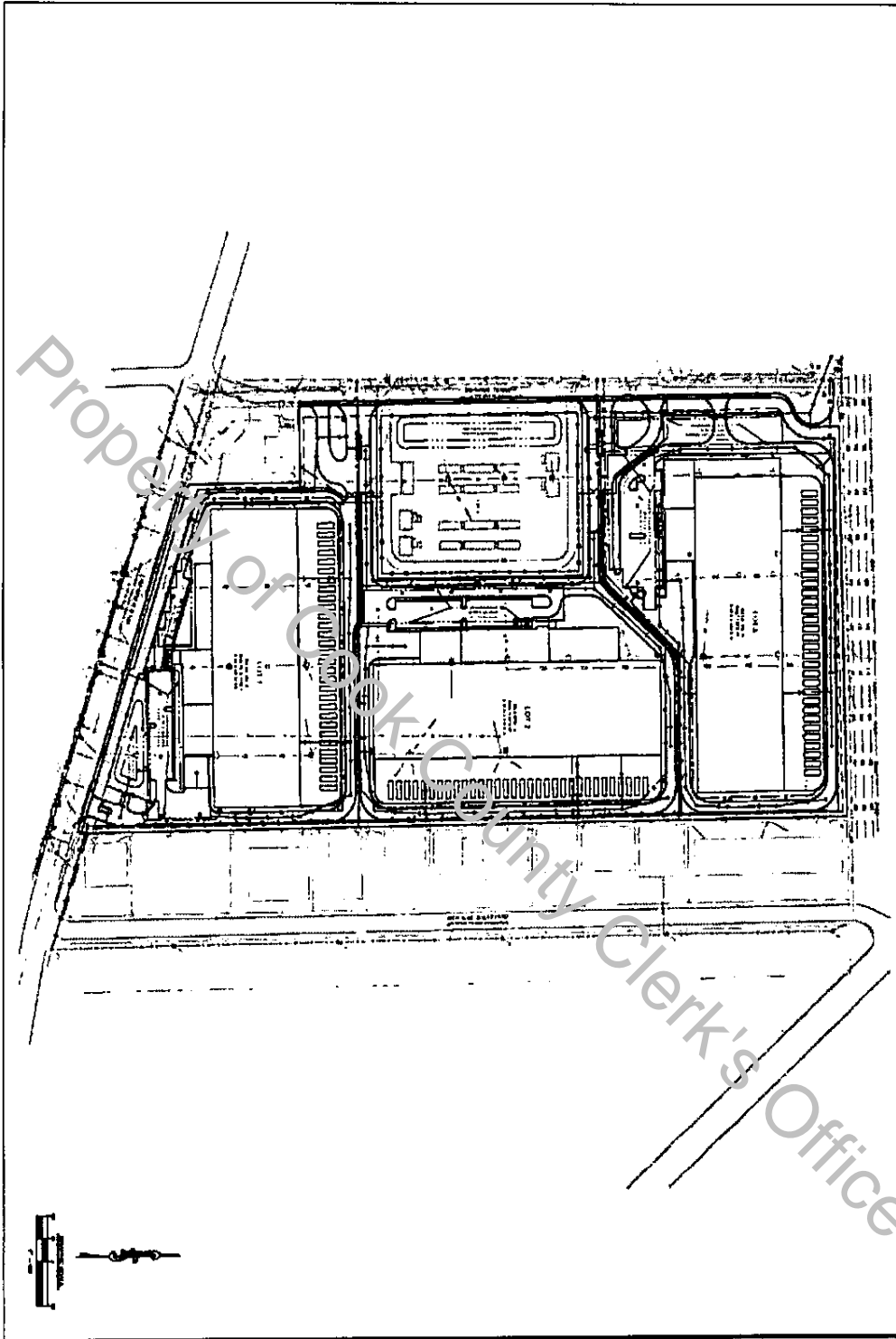
**STREAM ORDOS**

**DRAW TITLE:**

**PRELIMINARY GRADING PLAN - AREA 3**

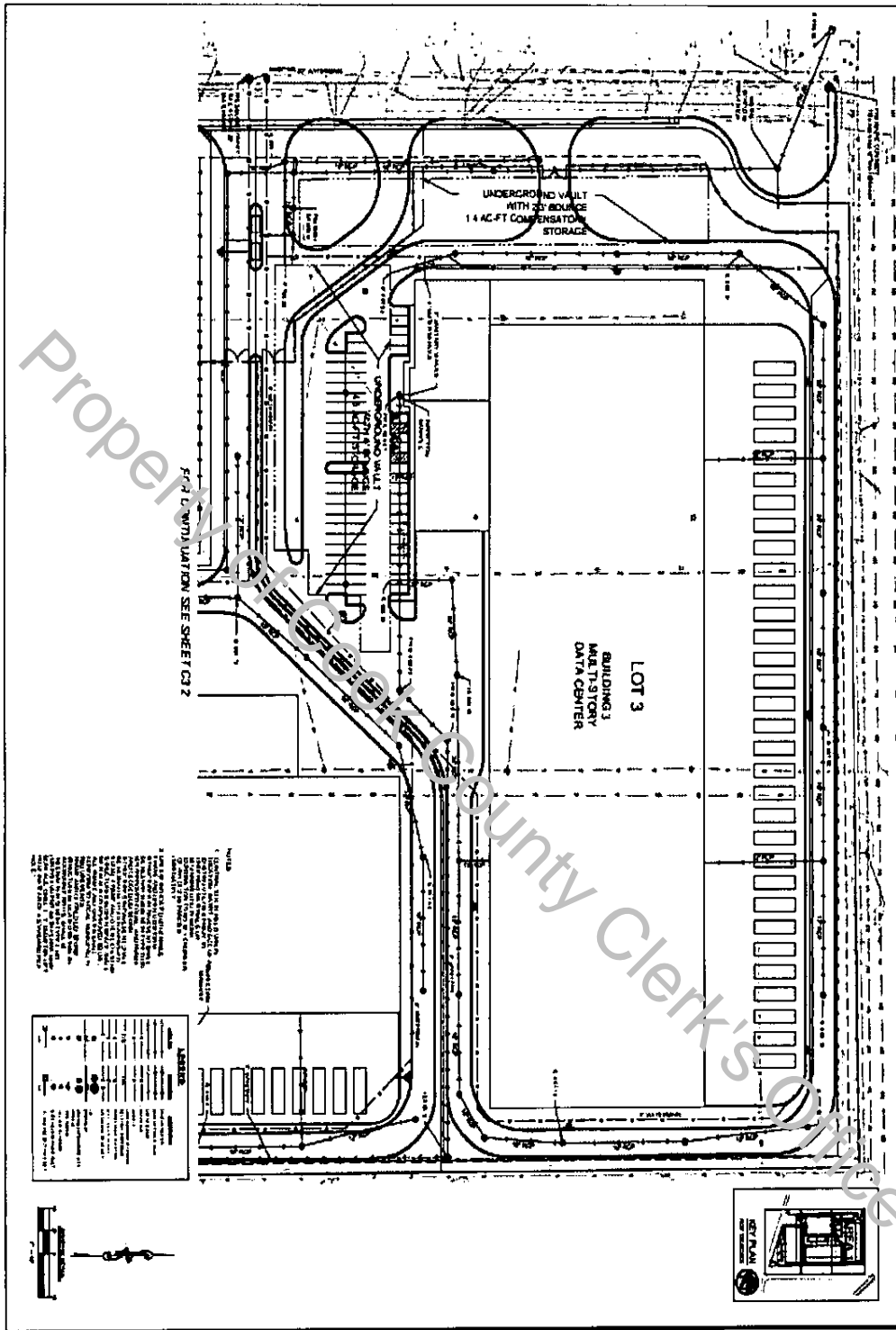
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**SCALE:** AS SHOWN  
**PROJECT NO.:** 2024-0001  
**DRAWING NO.:** CA.3

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<b>ES&amp;S</b> ENGINEERING & SURVEYING 1000 W. 10th Street, Suite 100 Oklahoma City, Oklahoma 73106 Phone: (405) 521-1100 Fax: (405) 521-1101 www.esandS.com		<b>ARCHITECT</b> <b>SNHA</b> 1000 W. 10th Street, Suite 100 Oklahoma City, Oklahoma 73106 Phone: (405) 521-1100 Fax: (405) 521-1101 www.snha.com		<b>OKLAHOMA STATE UNIVERSITY</b> 1000 W. 10th Street, Suite 100 Oklahoma City, Oklahoma 73106 Phone: (405) 521-1100 Fax: (405) 521-1101 www.okstate.edu																																				
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**PROJECT:**  
STREAM ORDOS

**DRAWN BY:**  
PROFESSIONAL UTILITY  
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CA 1

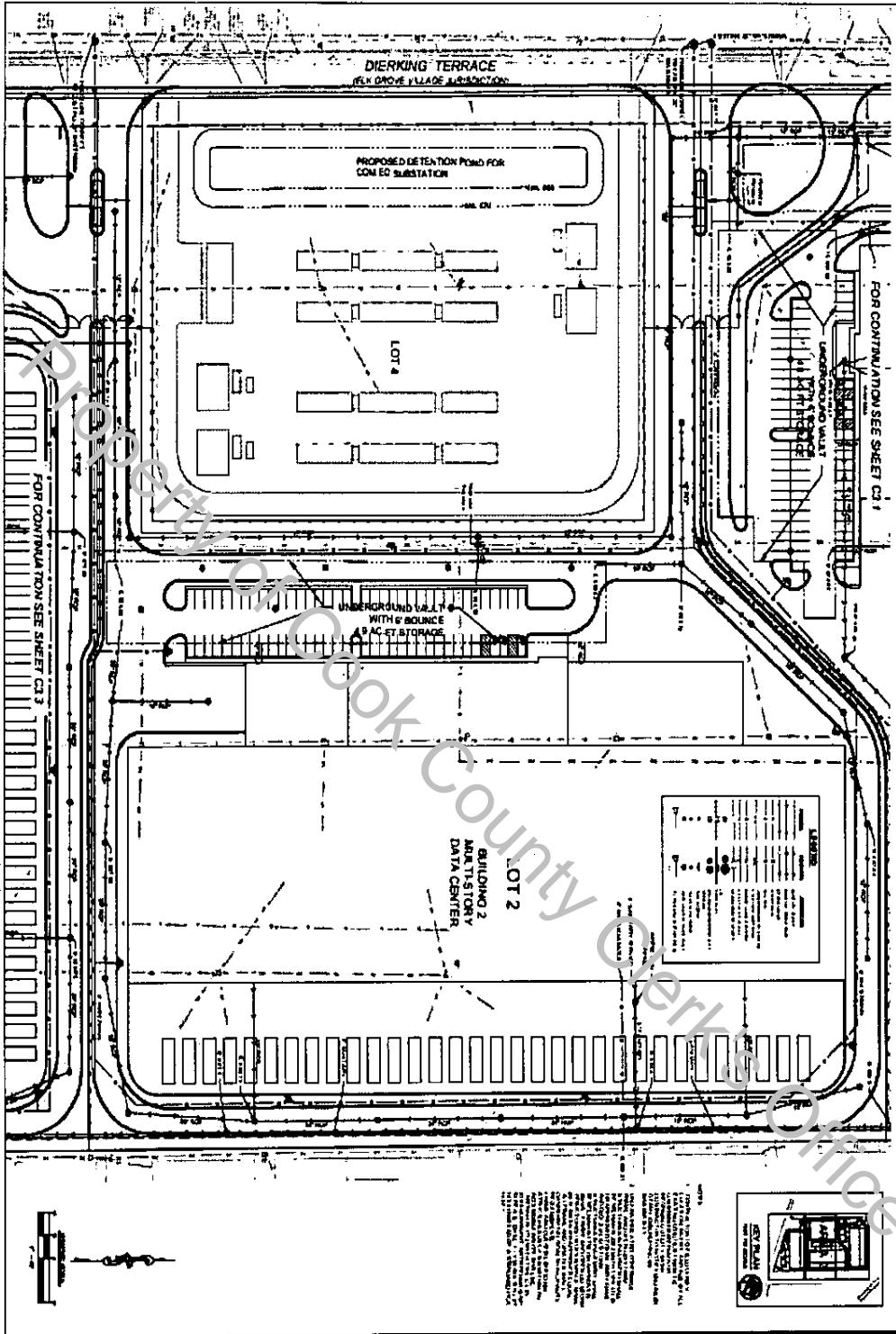
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**VERITY COMMERCIAL**

**SNHA**

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<p><b>PROJECT:</b> STREAM ORDOS</p> <p><b>DATE:</b> 11/15/2017</p> <p><b>PROJECT:</b> PEARL AVENUE 2</p> <p><b>SCALE:</b> 1/8" = 1'-0"</p> <p><b>DATE:</b> 11/15/2017</p> <p><b>SCALE:</b> 1/8" = 1'-0"</p> <p><b>DATE:</b> 11/15/2017</p> <p><b>SCALE:</b> 1/8" = 1'-0"</p>	<table border="1"> <tr> <th>NO.</th> <th>DESCRIPTION</th> <th>DATE</th> <th>BY</th> </tr> <tr> <td>1</td> <td>ISSUED FOR PERMIT</td> <td>11/15/2017</td> <td>...</td> </tr> <tr> <td>2</td> <td>REVISED PER COMMENTS</td> <td>...</td> <td>...</td> </tr> <tr> <td>3</td> <td>REVISED PER COMMENTS</td> <td>...</td> <td>...</td> </tr> <tr> <td>4</td> <td>REVISED PER COMMENTS</td> <td>...</td> <td>...</td> </tr> <tr> <td>5</td> <td>REVISED PER COMMENTS</td> <td>...</td> <td>...</td> </tr> <tr> <td>6</td> <td>REVISED PER COMMENTS</td> <td>...</td> <td>...</td> </tr> <tr> <td>7</td> <td>REVISED PER COMMENTS</td> <td>...</td> <td>...</td> </tr> <tr> <td>8</td> <td>REVISED PER COMMENTS</td> <td>...</td> <td>...</td> </tr> <tr> <td>9</td> <td>REVISED PER COMMENTS</td> <td>...</td> <td>...</td> </tr> <tr> <td>10</td> <td>REVISED PER COMMENTS</td> <td>...</td> <td>...</td> </tr> <tr> <td>11</td> <td>REVISED PER COMMENTS</td> <td>...</td> <td>...</td> </tr> <tr> <td>12</td> <td>REVISED PER COMMENTS</td> <td>...</td> <td>...</td> </tr> <tr> <td>13</td> <td>REVISED PER COMMENTS</td> <td>...</td> <td>...</td> </tr> <tr> <td>14</td> <td>REVISED PER COMMENTS</td> <td>...</td> <td>...</td> </tr> <tr> <td>15</td> <td>REVISED PER COMMENTS</td> <td>...</td> <td>...</td> </tr> <tr> <td>16</td> <td>REVISED PER COMMENTS</td> <td>...</td> <td>...</td> </tr> <tr> <td>17</td> <td>REVISED PER COMMENTS</td> <td>...</td> <td>...</td> </tr> <tr> <td>18</td> <td>REVISED PER COMMENTS</td> <td>...</td> <td>...</td> </tr> <tr> <td>19</td> <td>REVISED PER COMMENTS</td> <td>...</td> <td>...</td> </tr> <tr> <td>20</td> <td>REVISED PER COMMENTS</td> <td>...</td> <td>...</td> </tr> </table>	NO.	DESCRIPTION	DATE	BY	1	ISSUED FOR PERMIT	11/15/2017	...	2	REVISED PER COMMENTS	...	...	3	REVISED PER COMMENTS	...	...	4	REVISED PER COMMENTS	...	...	5	REVISED PER COMMENTS	...	...	6	REVISED PER COMMENTS	...	...	7	REVISED PER COMMENTS	...	...	8	REVISED PER COMMENTS	...	...	9	REVISED PER COMMENTS	...	...	10	REVISED PER COMMENTS	...	...	11	REVISED PER COMMENTS	...	...	12	REVISED PER COMMENTS	...	...	13	REVISED PER COMMENTS	...	...	14	REVISED PER COMMENTS	...	...	15	REVISED PER COMMENTS	...	...	16	REVISED PER COMMENTS	...	...	17	REVISED PER COMMENTS	...	...	18	REVISED PER COMMENTS	...	...	19	REVISED PER COMMENTS	...	...	20	REVISED PER COMMENTS	...	...	<p><b>CONTRACTOR:</b> VERITY COMMERCIAL</p> <p><b>DESIGNER:</b> SNHA</p> <p><b>DATE:</b> 11/15/2017</p> <p><b>SCALE:</b> 1/8" = 1'-0"</p> <p><b>DATE:</b> 11/15/2017</p> <p><b>SCALE:</b> 1/8" = 1'-0"</p>	<p><b>PROJECT:</b> PEARL AVENUE 2</p> <p><b>SCALE:</b> 1/8" = 1'-0"</p> <p><b>DATE:</b> 11/15/2017</p> <p><b>SCALE:</b> 1/8" = 1'-0"</p> <p><b>DATE:</b> 11/15/2017</p> <p><b>SCALE:</b> 1/8" = 1'-0"</p>
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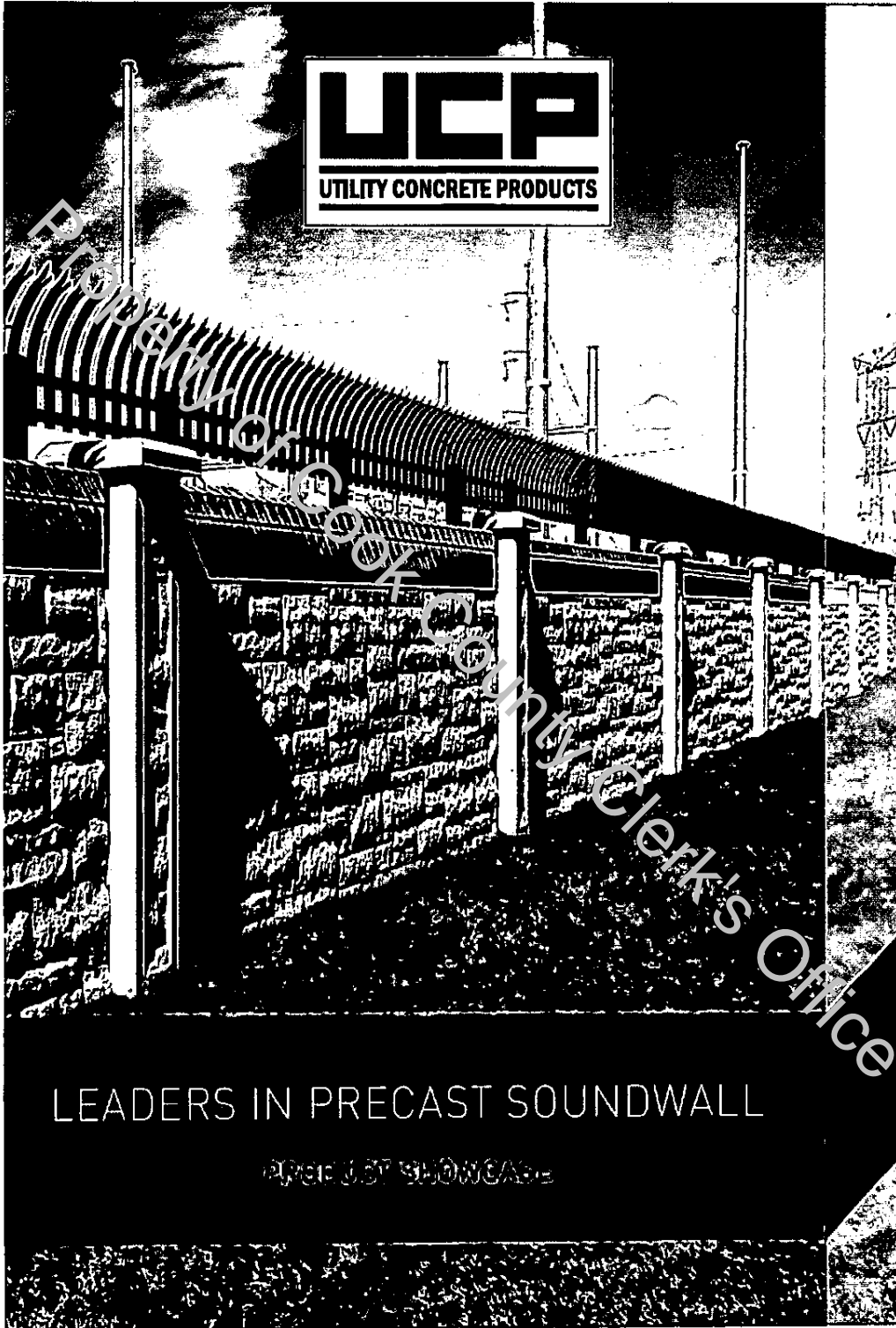




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## Exhibit H2

### Electric Substation Screening



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PRECAST CONCRETE  
EXCELLENCE

PROPERTY OF CLERK'S OFFICE

AIRPORT

ROADWAY & COMMERCIAL

T-SHAPED PANEL

RAILWAY

SUBSTATION & UTILITIES

RESIDENTIAL

45+  
YEARS  
OF SERVICE

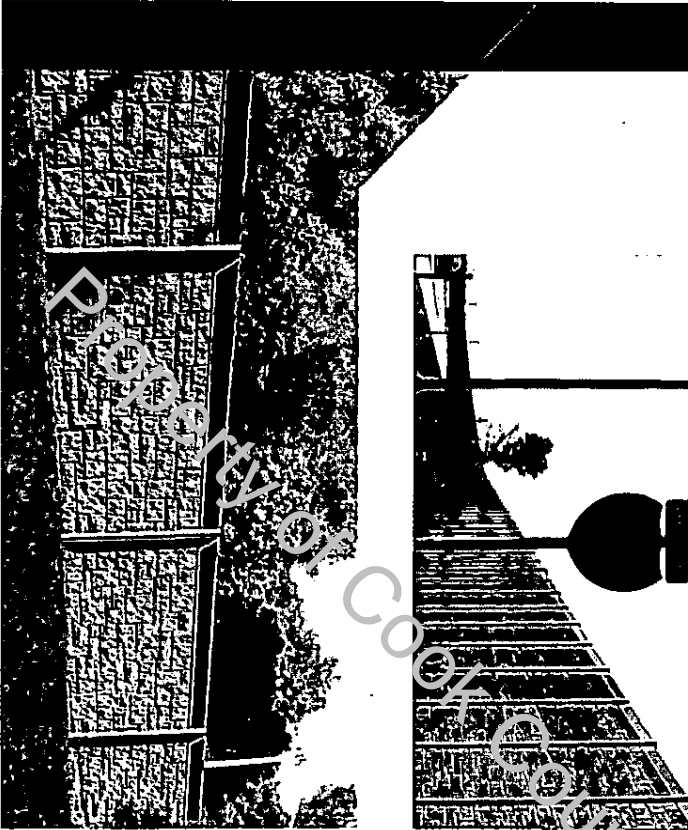
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## ROADWAY & COMMERCIAL

As road and highway traffic continues to increase, the amount of noise generated is a growing problem for the surrounding communities.

- Local counties and state DOTs turn to soundwalls to decrease noise pollution, and they specifically choose precast concrete as the supreme material to accomplish the goal. Diligent planners understand the inherent structural strength, durability and limitless aesthetic capabilities of a material with such a long and storied history as reinforced concrete, especially when it is precast in a state of the art, controlled, indoor setting.
- With roadways continuing to improve and expand, the development of large commercial real estate follows. These developments often end up in the center of highly populated communities and have a great deal of noise from daily shopper traffic to the delivery of goods. A soundwall is the perfect solution to keep the sound from reaching the neighboring communities.



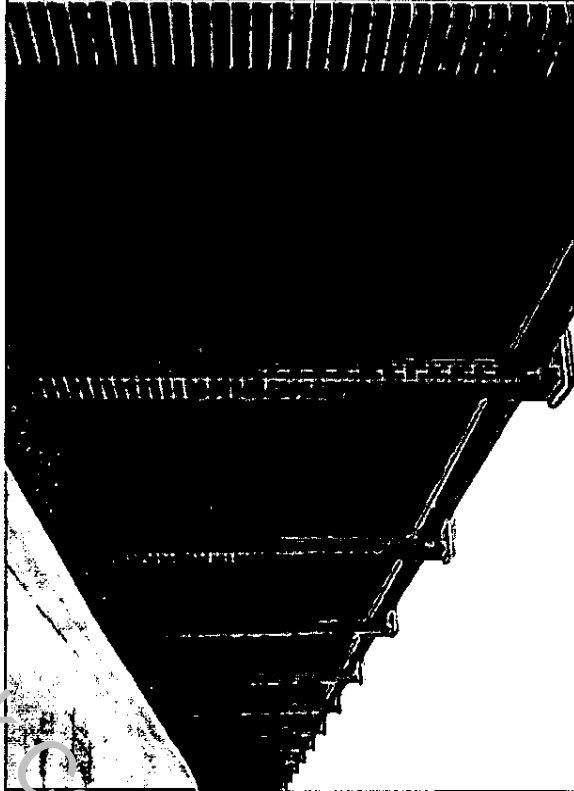
## RAILWAY

Whether it be transit or freight, the rail industry continues to expand across the country creating more train noise than ever before. With many of the rail lines passing through residential areas, the need for soundwall is evident. Our precast soundwalls are the perfect solution to protect communities from the ever-increasing rail noise.

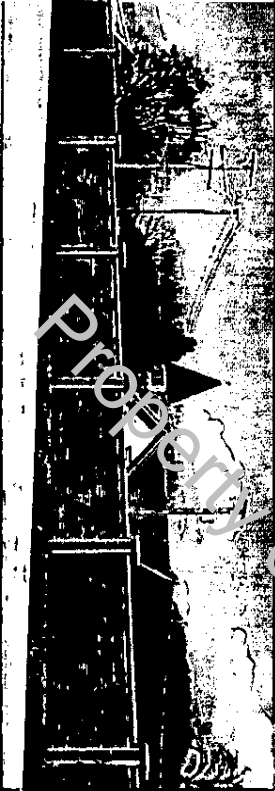


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RESIDENTIAL



Precast soundwalls are the perfect option for residential noise reduction due to the vast variety of formlines and colors available. Communities are able to choose their aesthetic details, which will provide a visually appealing soundwall that insulates them from the sound of surrounding roadways, factories, shopping centers, etc.



AIRPORT



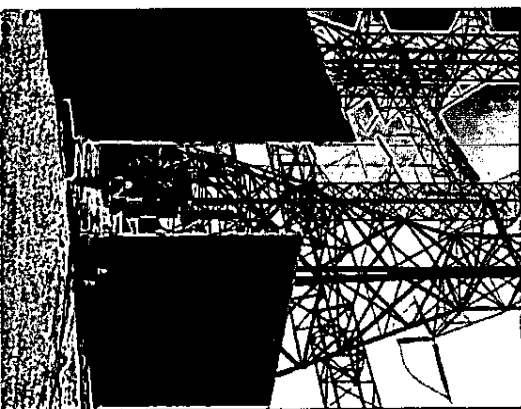
Both soundwalls and jet blast walls are great solutions for helping to reduce air traffic noise when airports are located in populated areas. While standard soundwalls are a suitable option to reduce general airport noise, a thicker wall panel designed to withstand a greater wind load is available to protect against airplane jet blast.

Our T Shaped Panel system can be utilized for a variety of applications. This design features a freestanding precast wall with an integral, engineered shallow footing for stability, which gives the owner the freedom to move the pieces around with a crane or forklift.

Possible uses include:

- Temporary or permanent security wall for substations or utilities
- Noise abatement or privacy
- Aggregate or salt storage
- Ballistic tested and rated protection walls

A smooth panel finish as seen here is typical, however, a variety of aesthetic formlines and colors can be used to provide the desired appearance.



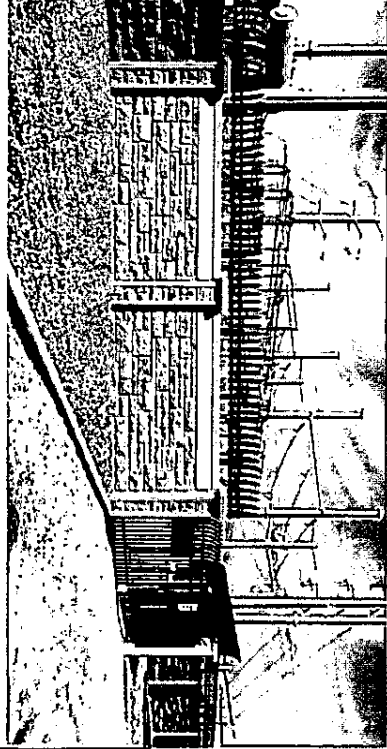
T SHAPED PANEL



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## SUBSTATION



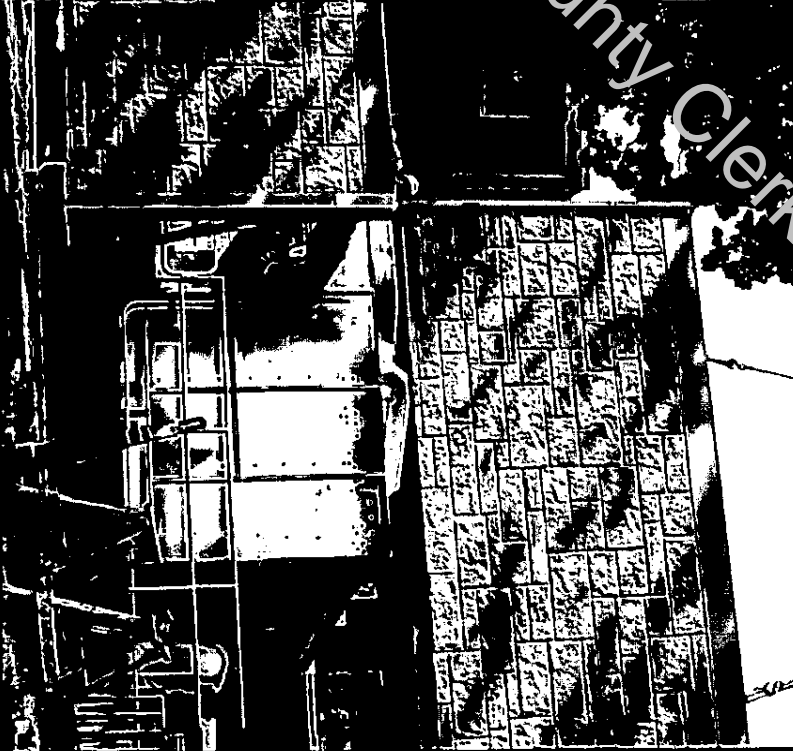
Substations are subject to varying degrees of threats, which is the driving force behind increasing security requirements being enacted. We offer several precast options for both noise reduction and protection:

- Standard soundwalls can be used to keep unwanted parties out of the substation property while also providing an aesthetically pleasing option for both the owner and the surrounding community.
- To protect against greater threats, we can design and provide walls that are ballistic tested and rated.

**Firewalls** – Within substations, the need often arises to protect critical infrastructure from blasts and fires at a transformer wire to maintain it. The product solution is a precast firewall, which can be fabricated in a range of widths and heights to protect the rest of the substation or nearby buildings. Our durable firewall provides maximum protection while being quick and easy to install.



Many owners prefer to provide an attractive wall around their utilities to act as both protection and noise abatement for equipment. Our precast walls can be designed for standard wind load or a fire rating to protect the owner with a sense of security and safety. In addition to protection, these walls can be designed to be aesthetically pleasing through the choice of a vast variety of finishes and paint colors. This allows the wall to closely match any adjacent building, keeping aesthetics consistent on the site.



## UTILITIES

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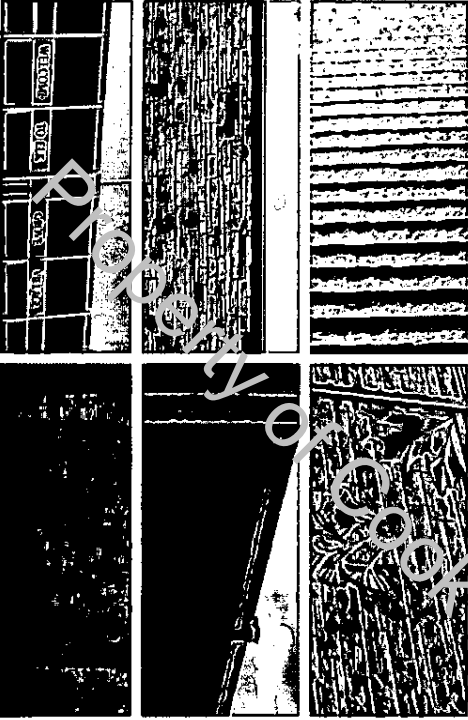
## FORMLINER, PAINT & AESTHETICS

We stock the standard Ashlar formliner which is available in a 0.75" and 1.5" reveal.



A wide variety of custom formliners are available.

Panels can be painted a single color or can be painted using several colors for a customized finish. Soundwalls are available in reflective or absorptive. Reflective panels are used to reflect noise into the environment, off the face of the wall, while absorptive panels can absorb noise up to or beyond a NRC (Noise Reduction Coefficient) rating of 0.9, or as specified by the project.



Our precast wall systems are designed by licensed structural engineers [SE] to meet the stringent specifications of local and state DOTs. Each project is complete with full shop drawings and calculations in support of the design, which are signed and sealed by the SE.

Detailed shop drawings will include:

- General information including design criteria and material specifications
- Plan and elevation views of the wall complete with all necessary information to adequately layout and construct the wall
- Panel and column schedules including details
- Aesthetic information on formliner and paint color

### Specifications

- Strength - Concrete Compressive Strength  $f_c = 4,000\text{psi} @ 28\text{ days}$ .
- Wind Loads -  $25\text{ psf}$  for ground mounted and  $35\text{ psf}$  for structure mounted.
- Designed per the requirements of **AASHTO**.
- Delivery - Panels shall be no more than panel length (L) divided by 240 (L/240). Vertical posts (V) 100 where H is the height of the post.
- Service life of minimum **50 years**.
- All design considerations are taken into account, including traffic surcharge and impact loads, earth pressures, surcharges and lateral loads from roadway pavement, and construction loads.
- Spans - Our standard spans (center of column to center of column) are 20'-4" long panels that vary in height from 2'-0" to 10'-0" tall (max height in 1'-0" increments). Different spans and panel sizes are available upon request.
- Max standard panel weight - **14,235 lbs** at 10'-0" tall.

## SPECIFICATIONS

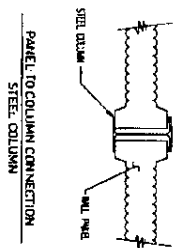
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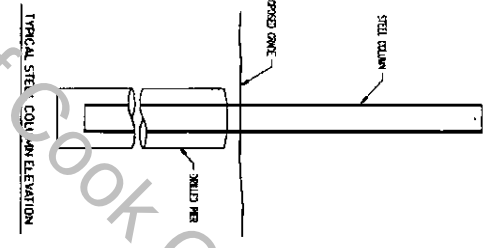
## STEEL COLUMNS



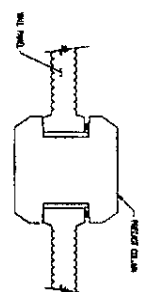
Precast concrete soundwall panels are secured in either steel or concrete columns. These columns may be either embedded in a drilled shaft, attached with anchor bolts to an existing structure, or driven into the ground. Steel columns are galvanized and painted with marine grade coatings, and concrete columns may be smooth concrete or have a cast-in pattern that can be stained to either match or complement the color of the soundwall panel.



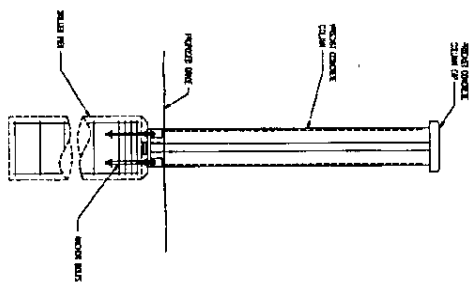
PANEL TO COLUMN CONNECTION  
STEEL COLUMN



TYPICAL STEEL COLUMN ELEVATION



PANEL TO COLUMN CONNECTION  
CONCRETE COLUMN



TYPICAL CONCRETE COLUMN ELEVATION

## CONCRETE COLUMNS





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