



PLANNING AND ZONING COMMISSION MEETING

City Council Chambers

3600 Kirchoff Road, Rolling Meadows, IL 60008

Tuesday, February 3, 2026, 7:00 p.m.

AGENDA

Call to Order.

Roll Call/Declaration of a Quorum.

Buckingham, Burchert, Ferstein, Gercken, Leone, Modi, Roos

Approval of Minutes. *Draft minutes of the December 2, 2025 meeting are still pending and will be presented at a subsequent meeting of the PZC.*

Pending Business. None.

New Business.

1. Public Hearing – Special Use Permit for “Religious Institution”

3550 Meadowbrook Industrial Court – Petitioner: 180 Chicago Church

In order to allow the proposed use and improvements, the public hearing will consider granting a (i) special use permit for “Religious Institution” pursuant to Section 122-331 (“Special Uses”) of the City Code, and (ii) any other zoning relief as required to fully grant the petition and authorize the improvements and use.

Discussion Items.

2. Workshop: Potential Townhome Redevelopment – 2401 Rohlwing Road.

3. **Discussion: Comprehensive Plan Updates.** Upcoming modifications to the Future Land Use Map and Subarea Plans for the Algonquin Road and Golf Road corridors.

Staff Report.

Public Comment. During this time, members of the public may address the PZC regarding any topic within the PZC’s purview that is not elsewhere on the agenda.

Motion to Adjourn.

Proposed Use

The American Association of Neurological Surgeons, who currently own and uses the property, intend to sell the property to 180 Church and subsequently lease back approximately 11,269 sf in the western third of the building for continued use as a professional office.

The proposed use of the Subject Property is a place of worship, with use expected primarily during weekends and weeknights. Structural interior renovation will consist of the demolition and construction of a few walls as well as a new bathroom. Existing office space will be converted to include a 258-seat auditorium with classrooms, a children's gym, a nursery, offices, and meeting spaces. No changes are currently proposed to parking, drive aisles, or landscaping.

The Applicant has indicated that there will be some ongoing weekday operations, such as administrative office work (approximately 6 staff); evening meetings or groups (~15 people), and potentially occasional cooperative events with external organizations. Staff do not expect that these would interfere with neighboring land uses, as the site is easily accessible, has ample parking, and is generally self-contained and buffered from neighbors.

Site Conditions

The structure is a single-story office building with panorama ground floor windows and masonry/brick fascia. There are no notable structural, façade, or maintenance issues present, with very high-quality maintenance of the exterior, landscaping, and parking lot. The Applicant does not propose any significant changes to the exterior, however will be required to construct two minor modifications to bring the site into full conformity with the zoning ordinance:



- Bicycle Parking: The site requires a total of 5 double sided post-and-loop or inverted-U type bicycle racks per the City's bicycle parking requirements. (See discussion in "Traffic", below)
- Screening: The City's screening requirements mandate the construction of fencing or vegetation screening to shield the ground-mounted mechanical equipment and the trash receptacles at the south-east of the building.
- Easement: The City has requested a ten-foot pedestrian easement to be

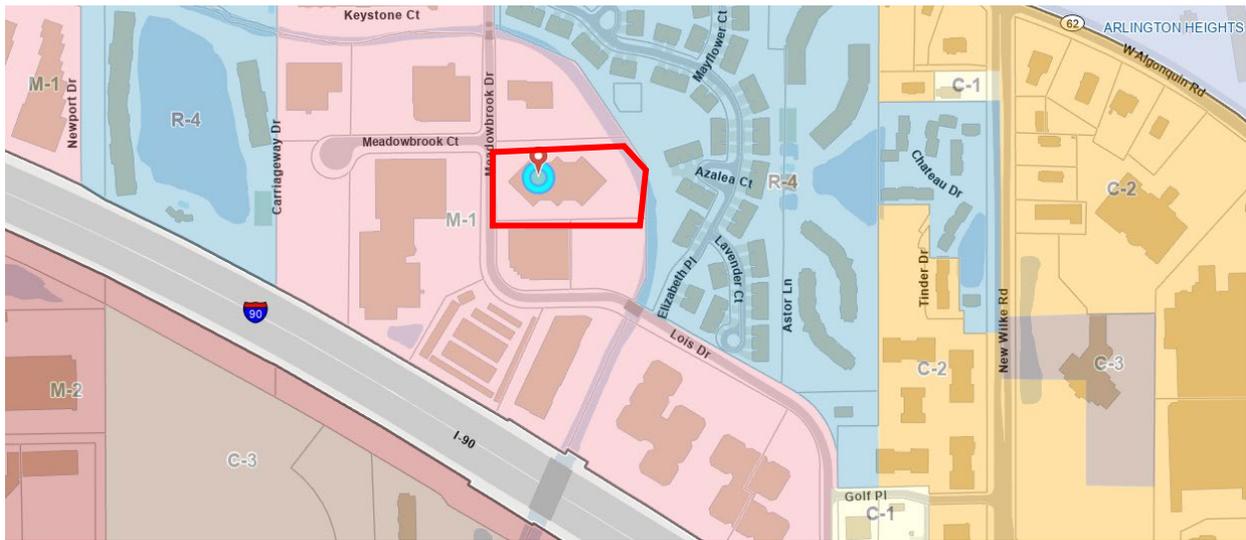


dedicated along the Meadowbrook Industrial Ct right-of-way. This easement would allow the future development of a sidewalk or other pedestrian path along Meadowbrook. (See discussion in "Traffic", below)

Each of these requests have been included as conditions of approval in the attached draft Ordinance.

Zoning

The subject property is within the City's M-1 Business Park District, which is intended to facilitate light manufacturing, warehousing, and office or other compatible uses. Religious Institutions in the City are permitted by Special Use Permit only, including in the M-1 district.



5550 Meadowbrook Industrial Court - M-1 (Business Park)

Neighboring Uses

Uses in the area include various office, light manufacturing, and storage facilities. Immediate neighboring uses include ATS Life Science (manufacturing automation), US Waterproofing (contracting), Komori America (professional printing), and Noble USA (electronic parts). Directly to the east of the property are townhomes, which are buffered from the property by approximately 200 feet, which include Salt Creek and landscaping.

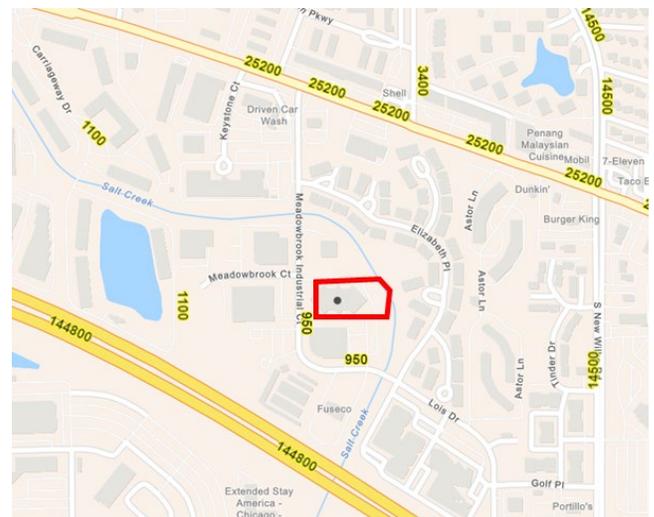


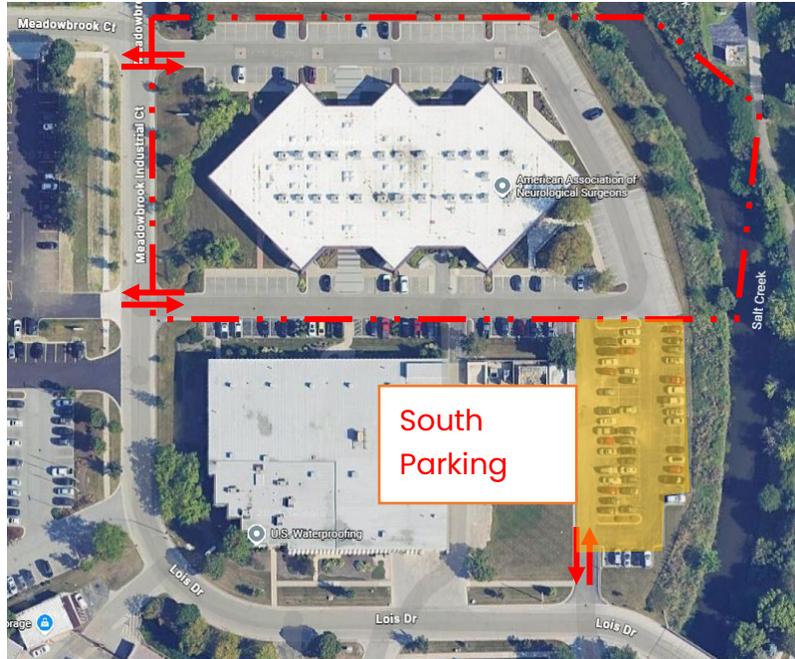
View to townhome development from east parking lot, showing Salt Creek, green space and vegetation buffering.

Connectivity

The subject property can be accessed through Meadowbrook Industrial Ct, a lightly-trafficked, two-lane street connecting Golf and Algonquin Rd with an average of 950 daily trips. The intersection at Meadowbrook and Algonquin Rd is unsignalized which does create occasionally difficult left-turn conditions when exiting onto Algonquin, however the generally limited use of the structure at alternating hours to business uses may limit this risk.

A single drive aisle accommodating two-way traffic surrounds the building. The aisle also provides access to the rows of parking that surround the building on the north, east, and south sides of the lot. The property is accessible through two entrance points along Meadowbrook Industrial Ct with dual ingress and egress at both. The property can also be accessed through an adjoining two-way drive aisle connected to the southwest corner of the parcel. The aisle, accessed by Meadowbrook Industrial Ct (as it becomes Lois Dr), provides access to the subject property, the US Waterproofing building to the south of the subject property, and the south parking lot to be used by the applicant.





3. Discussion

Legal Protections for Religious Uses

In considering this application, the City must adhere to two laws which are designed to protect religious institutions and provide them special treatment, including the Federal Religious Land Use and Institutionalized Persons Act (RLUIPA) and the State Religious Freedom Restoration Act (RFRA). In summary, these regulations prohibit the City from imposing land use regulations that impose a substantial burden on religious exercise unless the City demonstrates that the regulation (i) furthers a compelling government interest and (ii) is the least restrictive means of achieving that interest. The City must also act in a manner that is non-discriminatory on the basis of religion or denomination and must treat religious assemblies on equal or better terms as nonreligious assemblies. While the City still has the ability to consider and apply its normal special use permit standards, the PZC's recommendations should consider and reflect these principles.

Traffic

The applicant has noted that the Subject Property will be used primarily over weekends and weekday evenings, which is at off-hours compared to the other commercial and industrial users along Meadowbrook Industrial Court.

The street has two primary connections to the City's transportation network, an unsignalized intersection with Algonquin Road at the north and an unsignalized intersection with Golf Road at the south. There is also a secondary link along Golf Place to New Wilke Road, which may see some diversionary use. Both Algonquin Road and Golf Road are under the jurisdiction of the Illinois Department of Transportation, and it is unlikely that the intersections will meet the

standards necessary to install traffic signals either now or in the future (even if these signals were desirable).

As a result, Staff, including the City Engineer, believes it is likely that the end time of the congregation's Sunday worship services will result in a short period of extended queueing along Meadowbrook Court at these intersections due to the lack of a signal to allow for efficient left turn movements. These turning queues will primarily inconvenience the church's own attendees given that most other land users on the street are not operating at this time. While this condition may affect Elizabeth Place residents, this is not atypical where religious uses are located in or nearby residential neighborhoods (as is common).

Because these intersections will not meet IDOT's criteria to add signals, there is no clear zoning solution to will mitigate these impacts. Staff does not recommend denying the application for this reason. Staff's recommended conditions of approval include the provision of bicycle racks and a pedestrian or shared use path easement in order to support non-vehicular transportation to the Subject Property in the future.

Parking

[Ordinance No. 25-44](#) modified the City's zoning regulations to convert the City's minimum parking requirements to non-binding recommendations. The Ordinance states its intent as to "allow market forces to create the most efficient provision of parking for land uses within the City" and provides for the PZC and the City Council to consider the following as evidence of adequate parking facilities when considering an application for zoning relief:

- 1) *The proposed development meets or exceeds the parking ratio recommendations provided in this Section for the particular use or uses proposed;*
- 2) *A parking study, prepared by a qualified professional, which concludes that the proposed development will provide adequate parking for the demand expected; or*
- 3) *Evidence from an applicant's substantially similar operations in comparable markets demonstrates that parking demand will be equal to or less than the parking provided by the proposed development.*

The applicant's proposal satisfies (1). The City's parking recommendations are to provide one parking space per three seats in the main assembly area. The 258-seat auditorium would have a corresponding recommendation of 86 parking spaces. 118 spots are provided within the parcel boundaries, with an additional 61 in a lot to the south of the property behind 2350 Lois Drive (see ALTA survey). A total of 179 parking spaces are therefore provided, which is more than twice the recommendation. Staff believe that this is more than adequate for the proposed attendance of the facility, and would support an increase in membership as the congregation expands.

Economic Impacts

No significant economic impacts are expected from the proposal. The agreement to lease part of the property to the American Association of Neurological Surgeons, Inc. ensures the continued operation of this headquarters campus in the City. (For information, this non-profit already appears to be entitled to a property tax exemption, and most of the Subject Property is already exempt.)

Community Concerns

One item of correspondence has been received in regards to the City's notice of this hearing. This item is attached.

Noise

Noise is not anticipated as a concern for the proposed use as a religious institution. Over 200 feet separate the edge of the subject property from the nearest residence, which is further buffered by Salt Creek and landscaping. While there may be some sound generated by the congregation such as music and singing, as well as outside activity, such as gathering after services, the hours of operation limit the potential impact to neighbors and no activity is expected to occur at night when the noise ordinance becomes more restrictive. The activity generated by neighboring land uses or the permitted uses of the site is expected to be equal or greater than the potential impact from an assembly space.

Photometric

There are no proposed changes to the exterior lighting.

Other Nuisances

Staff do not expect for there to be other nuisances associated with this use.

4. Conditions of Approval

Should the PZC recommend approval of the application, Staff recommends the following conditions of approval, which have been included in the attached draft Ordinance. Staff believes these are responsive to the impacts identified as a result of the application; are roughly proportional to these impacts; and would not pose a substantial burden to religious exercise.

- A. Bicycle Parking. The Operator shall provide and install a minimum of five (5) double-sided bicycle parking racks. All bicycle racks shall be of the inverted-U or post-and-loop design, shall be permanently affixed, and shall be located in an area approved by the Zoning Administrator prior to installation.
- B. Screening. The Operator shall install and thereafter maintain fully opaque screening with a minimum height of six (6) feet to effectively screen all ground-mounted mechanical equipment and all refuse and recycling receptacles from public view. Such screening may consist of fencing, gates, landscaping, or a combination thereof, and shall be located at the southeast portion of the structure, or such other location as may be approved by the Zoning Administrator.
- C. Grant of Easement. The Operator shall provide to the City a ten-foot (10') wide easement along the entire length of the Operator's property line adjacent to Meadowbrook Industrial Court for the City's future installation of a sidewalk or shared-use path. The easement's form, legal description, and precise location shall be subject to the City's review and approval. The Operator shall obtain the

City's approval of the easement and provide a document suitable for recording in the office of the Cook County Clerk no later than the earlier of: (1) issuance of a Certificate of Occupancy or Certificate of Completion for improvements made to allow the Operator's use of the Subject Property; or (2) one hundred eighty (180) days following the effective date of this Ordinance, unless the Zoning Administrator grants an extension for good cause shown. The City shall record the approved easement at the Operator's expense.

5. Proposed Motion

1. Recommendation to approve

*Based on the submitted petition and testimony presented, I move that the Rolling Meadows Planning and Zoning Commission make the findings of fact provided by the petitioner and attached hereto as **Exhibit 2** and recommend that the City Council **approve** the special use permit as set forth in the draft Ordinance.*

2. Recommendation to approve with modifications

[Use the framework above, but modify, change or delete conditions.]

3. Recommendation to deny

*Based on the submitted petition and testimony presented, I move that the Rolling Meadows Planning and Zoning Commission recommend that the City Council **deny** the special use permit as it does not satisfy the relevant standard(s): [elaborate as appropriate.]*

Respectfully Submitted,

Robert Savage

Planner and Management Analyst
City of Rolling Meadows

Attachments:

- Exhibit 1:** Application and Plans
- Exhibit 2:** Proposed Ordinance and Exhibits
- Exhibit 3:** Written Correspondence

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT
FOR A “RELIGIOUS INSTITUTION”
(5550 Meadowbrook Industrial Court)**

WHEREAS, American Association of Neurological Surgeons, Inc (“**Owner**”) owns the property commonly known as 5550 Meadowbrook Industrial Court, within the City’s M-1 Business Park Zoning District, which property is legally described in **Exhibit A** to this Ordinance (“**Subject Property**”); and

WHEREAS, 180 Chicago Church (“**Operator**”) desires to purchase the Subject Property and operate a Church (“**Religious Institution**”) at the Subject Property; and

WHEREAS, in order to allow the Religious Institution to operate at the Subject Property, the Operator, with Owner’s consent, has requested that the City grant a special use to authorize a “Religious Institution” at the Subject Property (the “**Requested Relief**”); and

WHEREAS, the City’s Planning and Zoning Commission (“**PZC**”), after notice was provided as required by law, conducted a public hearing on February 3, 2026 to consider the Requested Relief; and

WHEREAS, after taking and considering all testimony presented at the public hearing, the PZC made the findings of fact enumerated in **Exhibit B** and recommended that the City Council approve the Requested Relief; and

WHEREAS, the Corporate Authorities of the City of Rolling Meadows have determined that it would be in the best interest of the City to approve the Requested Relief in accordance with, and subject to, the conditions, restrictions, and provisions of this Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Rolling Meadows, Illinois:

Section 1: Recitals. The recitals set forth above are incorporated herein by reference as the findings of the Corporate Authorities.

Section 2: Grant of Special Use Permit. Pursuant to the standards and procedures set forth in Section 122-395 (“Special uses”) and the City’s home rule authority, and subject to and contingent upon the conditions, restrictions, and provisions set forth in Section 3 of this Ordinance, the City hereby approves a special use permit to authorize a “Religious Institution” at the Subject Property.

Section 3: Conditions. The Special Use granted in Section 2 of this Ordinance is hereby expressly subject to and contingent on each of the following conditions, restrictions, and provisions:

- A. **No Authorization of Work.** The approvals granted pursuant to this Ordinance do not authorize the development, construction, reconstruction, alteration, demolition, or moving of any buildings or structures on the Subject Property, but merely authorize the preparation, filing, and

processing of applications for any permits or approvals that may be required by the codes and ordinances of the City, including without limitation demolition and building permits.

- B. Compliance with Plans. Except for minor changes and site work approved by the Zoning Administrator, the Business and the Subject Property must be developed, used, and maintained in substantial compliance with the plans attached as **Exhibit C**.
- C. Compliance with Applicable Law. In addition to the other specific requirements of this Ordinance, the Business, the Subject Property, and all operations conducted thereon and therein must comply at all times with all applicable federal, state, and City statutes, ordinances, resolutions, rules, codes, and regulations, including, without limitation, this Ordinance.
- D. Bicycle Parking. The Operator shall provide and install a minimum of five (5) double-sided bicycle parking racks. All bicycle racks shall be of the inverted-U or post-and-loop design, shall be permanently affixed, and shall be located in an area approved by the Zoning Administrator prior to installation.
- E. Screening. The Operator shall install and thereafter maintain fully opaque screening with a minimum height of six (6) feet to effectively screen all ground-mounted mechanical equipment and all refuse and recycling receptacles from public view. Such screening may consist of fencing, gates, landscaping, or a combination thereof, and shall be located at the southeast portion of the structure, or such other location as may be approved by the Zoning Administrator.
- F. Grant of Easement. The Operator shall provide to the City a ten-foot (10') wide easement along the entire length of the Operator's property line adjacent to Meadowbrook Industrial Court for the City's future installation of a sidewalk or shared-use path. The easement's form, legal description, and precise location shall be subject to the City's review and approval. The Operator shall obtain the City's approval of the easement and provide a document suitable for recording in the office of the Cook County Clerk no later than the earlier of: (1) issuance of a Certificate of Occupancy or Certificate of Completion for improvements made to allow the Operator's use of the Subject Property; or (2) one hundred eighty (180) days following the effective date of this Ordinance, unless the Zoning Administrator grants an extension for good cause shown. The City shall record the approved easement at the Operator's expense.

Section 4:

- A. The City shall not be obligated to issue, and may withhold, building permits, certificates of occupancy, and other approvals that do not completely comply with and satisfy the conditions, restrictions, and provisions of this Ordinance.

- B. Upon failure or refusal of the Operator to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, the Special Use granted in Section 2 of this Ordinance may, at the sole discretion of the Corporate Authorities, by ordinance duly adopted, be revoked and become null and void and of no force and effect.

Section 5: The privileges, obligations, and provisions of each and every section and provision of this Ordinance are for and inure to the benefit of and run with and bind the Subject Property, unless otherwise explicitly set forth in this Ordinance.

Section 6: Nothing in this Ordinance shall create, or shall be construed or interpreted to create, any third-party beneficiary rights.

Section 7: Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

[Signature page follows.]

DRAFT

PASSED AND APPROVED by the City Council of Rolling Meadows, Cook County, Illinois this ____ day of _____, 2026.

YEAS:

NAYS:

ABSENT:

Lara Sanoica, Mayor

ATTEST:

Judith Brose, Deputy City Clerk

Published this ____ day of _____ 2025.

Exhibit A

Legal Description

LOT 12 IN MEADOWBROOK, BEING A SUBDIVISION OF PART OF THE SOUTH ½ OF SECTION 8, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 24, 1981 AS DOCUMENT 25815283, AND CORRECTED BY CERTIFICATE OF CORRECTION RECORDED AS DOCUMENT 25939524, ALL IN COOK COUNTY, ILLINOIS.

Tax I.D.: 08-08-402-027

Address: 5550 Meadowbrook Industrial Court Rolling Meadows, IL 60008

DRAFT

Exhibit B

PZC Findings of Fact

Special Use Standards

***Potential impact:** The special use shall not unduly impact adjacent or nearby properties or the general health, safety, and welfare of the general area and overall community. Impacts to be considered include ingress and egress to the site, potential traffic impacts from cars and trucks, and impacts to the appearance and character of the area.*

Petitioner's Findings: The Congregation will have a positive impact on the immediate and surrounding community, maintaining a premier existing property and landscaping, while providing social and spiritual wellness with minimal additional demand on local services, traffic and parking. The site has excellent car access directly from main arteries to the North via Algonquin Rd and the South via off Golf Rd, thereby not affecting any residential streets. The adjacent businesses are primarily in use during weekdays, while the congregation will primarily be in use on Sundays and weekday evenings, so the demand for parking and other services will not generally overlap. Traffic for Congregation events will be primarily cars, not trucks or pedestrians.

***Consistency:** The proposed special use shall be in keeping with the recommendations and intent of the City's Comprehensive Plan, Official Map, and all other plans and policies adopted by the city.*

Petitioner's Findings: In keeping with the Comprehensive Plan, the Congregation will be in line with the mixed-use character of the surrounding Business Park, adding another amenity that is currently not present. The site is strategically located in the Algonquin Road corridor, near main arteries and highways for easy access. An existing high-quality building will be maintained and now fully occupied. The current owner and seller is not in need of the current amount of space so will be leasing back 11,000 sq. ft. of the premises for at least 7 years after applicant acquires the property thereby maintaining the current owner in the community. The well-landscaped site is adjacent to Salt Creek, ensuring maintenance of this vital waterway and flood plain. Currently, the nearest church is 2 miles away, so the new congregation will provide a spiritual hub and counselling services for nearby residents, making it a great place to live and providing a sense of community for all ages and demographics. It will also bring new customers on weekends and weekday evenings to nearby restaurants and other storefront businesses.

***Trend of development:** Special uses should be a logical extension of the trend of development in the area around the subject site and not interfere with the use and development of adjacent or nearby properties.*

Petitioner's Findings: The Congregation will be in keeping with the mix of Professional Services and Light Manufacturing businesses serving the surrounding residential communities. As already noted, the primarily weekend and evening use of the Congregation will tend to not overlap or interfere with adjacent businesses, and will not interfere with use or development of nearby properties

***Public facilities:** Adequate public facilities and services shall be available to serve the special use and the property on which it is located; including, without limitation, storm water, sanitary sewer, water service, public safety service, and waste disposal services.*

Petitioner's Findings: The Site is appropriately supplied with sanitary sewer, water service, and stormwater discharge. Garbage disposal is currently provided by Republic Services. The nearest police station in Rolling Meadows is 2.3 miles to the North, and the nearest emergency room is at Northwest Community Hospital 1.7 miles to the North East.

***Site design:** The on-site development design shall be understandable to users, safe, and maintainable in terms of road and pedestrian patterns, preserve natural features and incorporate such features into a maintainable development, and provide adequate parking, loading, and site maintenance.*

Petitioner's Findings: No change is proposed to the existing on-site development, which provides safe and efficient access from the North via Meadowbrook Ct and the South via Louis Dr. The site is designed primarily for car access. The parking and building entries are clearly marked and visible, enhanced by landscaped beds and trees surrounding the building. Garbage and loading services are easily accessed from the loading dock on the South side of the building. Existing trees and landscaping along Salt Creek to the East provide a pleasing visual backdrop and buffer for the residential properties beyond.

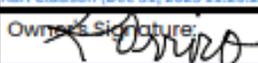
Exhibit C

Plans

DRAFT



**THE CITY OF ROLLING MEADOWS
PLANNING AND ZONING COMMISSION
SPECIAL USE APPLICATION**

Property Address: 5550 Meadowbrook Industrial Ct, Rolling Meadows, IL 60008			
Real Estate Tax (PIN) Number: 08-08-402-027-000			
Applicant Information (applicant will be the City's primary contact):			
Name: Scott Fowle c/o 180 Chicago Church			
Address: 119 S. Emerson St., Suite 180, Mt. Prospect, IL		State: IL	Zip: 60056
Phone: 847-530-7196		Email: scott@180chicago.church	
Property Owner Information:			
Name: American Association of Neurological Surgeons			
Address: 5550 Meadowbrook Industrial Ct., Rolling Meadows, IL		State: IL	Zip: 60008
Phone:		Email:	
Interest of Applicant (check one):			
<input type="checkbox"/> Property Owner <input checked="" type="checkbox"/> Contract Purchaser <input type="checkbox"/> Prospective Tenant			
Description of Special Use: Place of Worship/Religious Assembly			
<p>By signing below, the applicant and owner confirm all information provided with this application and additionally, acknowledge that they have read and that they fully understand the provisions contained within Section 78-67 of the City Code and that they each hereby agree to comply with the provisions of said Section 78-67 concerning reimbursement of fees. Further, by signing below, each warrant that they possess full authority to so sign. The owner and applicant agree that owner and applicant shall be jointly and severally liable for payment of fees referred to in Section 78-67 of the Municipal Code.</p>			
Applicant's Signature:  <u>Karl Clauson (Dec 31, 2025 11:20:26 CST)</u>			
Owner's Signature:  <u>Katie Orrico (Dec 31, 2025 11:12:42 CST)</u>			



THE CITY OF ROLLING MEADOWS
PLANNING AND ZONING COMMISSION
SPECIAL USE STANDARDS

Chapter 122, Article VI, Section 122-395(4) of The City of Rolling Meadows Zoning Ordinance specifies the standards for approval for all special use. The Planning and Zoning Commission will base its recommendation on whether the Applicant has shown that the special use meets each standard. Please provide a statement as to how your application satisfies each standard. You may respond to the questions below on this sheet or attach a separate typed sheet.

Standard 1. *Potential impact: The special use shall not unduly impact adjacent or nearby properties or the general health, safety, and welfare of the general area and overall community. Impacts to be considered include ingress and egress to the site, potential traffic impacts from cars and trucks, and impacts to the appearance and character of the area.*

The Congregation will have a positive impact on the immediate and surrounding community, maintaining a premier existing property and landscaping, while providing social and spiritual wellness with minimal additional demand on local services, traffic and parking.

The site has excellent car access directly from main arteries to the North via Algonquin Rd and the South via off Golf Rd, thereby not affecting any residential streets. The adjacent businesses are primarily in use during weekdays, while the congregation will primarily be in use on Sundays and weekday evenings, so the demand for parking and other services will not generally overlap. Traffic for Congregation events will be primarily cars, not trucks or pedestrians.

Standard 2. *Consistency: The proposed special use shall be in keeping with the recommendations and intent of the City's Comprehensive Plan, Official Map, and all other plans and policies adopted by the city.*

In keeping with the Comprehensive Plan, the Congregation will be in line with the mixed-use character of the surrounding Business Park, adding another amenity that is currently not present. The site is strategically located in the Algonquin Road corridor, near main arteries and highways for easy access. An existing high-quality building will be maintained and now fully occupied. The current owner and seller is not in need of the current amount of space so will be leasing back 11,000 sq. ft. of the premises for at least 7 years after applicant acquires the property thereby maintaining the current owner in the community. The well-landscaped site is adjacent to Salt Creek, ensuring maintenance of this vital waterway and flood plain. Currently, the nearest church is 2 miles away, so the new congregation will provide a spiritual hub and counselling services for nearby residents, making it a great place to live and providing a sense of community for all ages and demographics. It will also bring new customers on weekends and weekday evenings to nearby restaurants and other storefront businesses.

Standard 3. *Trend of development: Special uses should be a logical extension of the trend of development in the area around the subject site and not interfere with the use and development of adjacent or nearby properties.*

The Congregation will be in keeping with the mix of Professional Services and Light Manufacturing businesses serving the surrounding residential communities. As already noted, the primarily weekend and evening use of the Congregation will tend to not overlap or interfere with adjacent businesses, and will not interfere with use or development of nearby properties.

Standard 4. *Public facilities: Adequate public facilities and services shall be available to serve the special use and the property on which it is located; including, without limitation, storm water, sanitary sewer, water service, public safety service, and waste disposal services.*

The Site is appropriately supplied with sanitary sewer, water service, and stormwater discharge. Garbage disposal is currently provided by Republic Services. The nearest police station in Rolling Meadows is 2.3 miles to the North, and the nearest emergency room is at Northwest Community Hospital 1.7 miles to the North East.

Standard 5. *Site design: The on-site development design shall be understandable to users, safe, and maintainable in terms of road and pedestrian patterns, preserve natural features and incorporate such features into a maintainable development, and provide adequate parking, loading, and site maintenance.*

No change is proposed to the existing on-site development, which provides safe and efficient access from the North via Meadowbrook Ct and the South via Louis Dr. The site is designed primarily for car access. The parking and building entries are clearly marked and visible, enhanced by landscaped beds and trees surrounding the building. Garbage and loading services are easily accessed from the loading dock on the South side of the building. Existing trees and landscaping along Salt Creek to the East provide a pleasing visual backdrop and buffer for the residential properties beyond.



THE CITY OF ROLLING MEADOWS
PLANNING AND ZONING COMMISSION
APPLICANT'S SPECIAL USE INFORMATION

Special uses are land uses that may be appropriate within a district but due to unique characteristics may not be appropriate in a specific location or may require specific conditions that promote compatibility with surrounding properties. Below is information that the City of Rolling Meadows Planning and Zoning Commission often requests when considering a Special Use. Providing this information in advance may expedite the public hearing and enable the PZC and City Council to make a more informed decision.

Hours and Days of Operation:

<p>Description of Business: Detailed description of business.</p> <p>Non-Profit Religious Organization</p>
<p>Employees: What is the total number of employees and maximum number at any given time?</p> <p>6</p>
<p>Customers: Peak hours, length of stay, number at peak hours, etc.</p> <p>Sundays 8am - 1pm, 132 people</p>
<p>Parking: Number of parking spaces at the site, and anticipated maximum number of parking spaces needed for customers and employees.</p> <p>See attached addendum</p>
<p>Deliveries: Number of deliveries per day, description of truck loading facilities; and types of trucks</p> <p>0</p>
<p>Outdoor Activities: Other than customers and employees coming and going, are there any other outside activities anticipated?</p> <p>None</p>
<p>Special Events: Do you anticipate any special events that would draw crowds or create noise and activity beyond the everyday norm?</p> <p>Any and all special events would take place internally and not create outside noise or crowds</p>
<p>Adjacent Land Uses: What other land uses are adjacent or close, particularly, how far are the closest residential properties?</p> <p>See attached addendum</p>

Addendum to Special Use Application

Responses to Parking and Adjacent Land Uses

Parking: Number of parking spaces at the site, and anticipated maximum number of parking spaces

needed for customers and employees.

Existing:

118 at AANS (including 6 ADA stalls). This does not include the parking along the US waterproofing building directly opposite the AANS.

61 at South lot

179 TOTAL

(3 per 1 fixed seat in the auditorium)

Adjacent Land Uses; What other land uses are adjacent or close, particularly, how far are the closest

residential properties?

The surrounding district is zoned for Manufacturing, and adjacent uses include US Waterproofing (contractor), ATS Life Sciences (manufacturing automation), Komori America (professional printing), and Noble USA (electronic parts).

The closest residential property is 500 feet to the South East

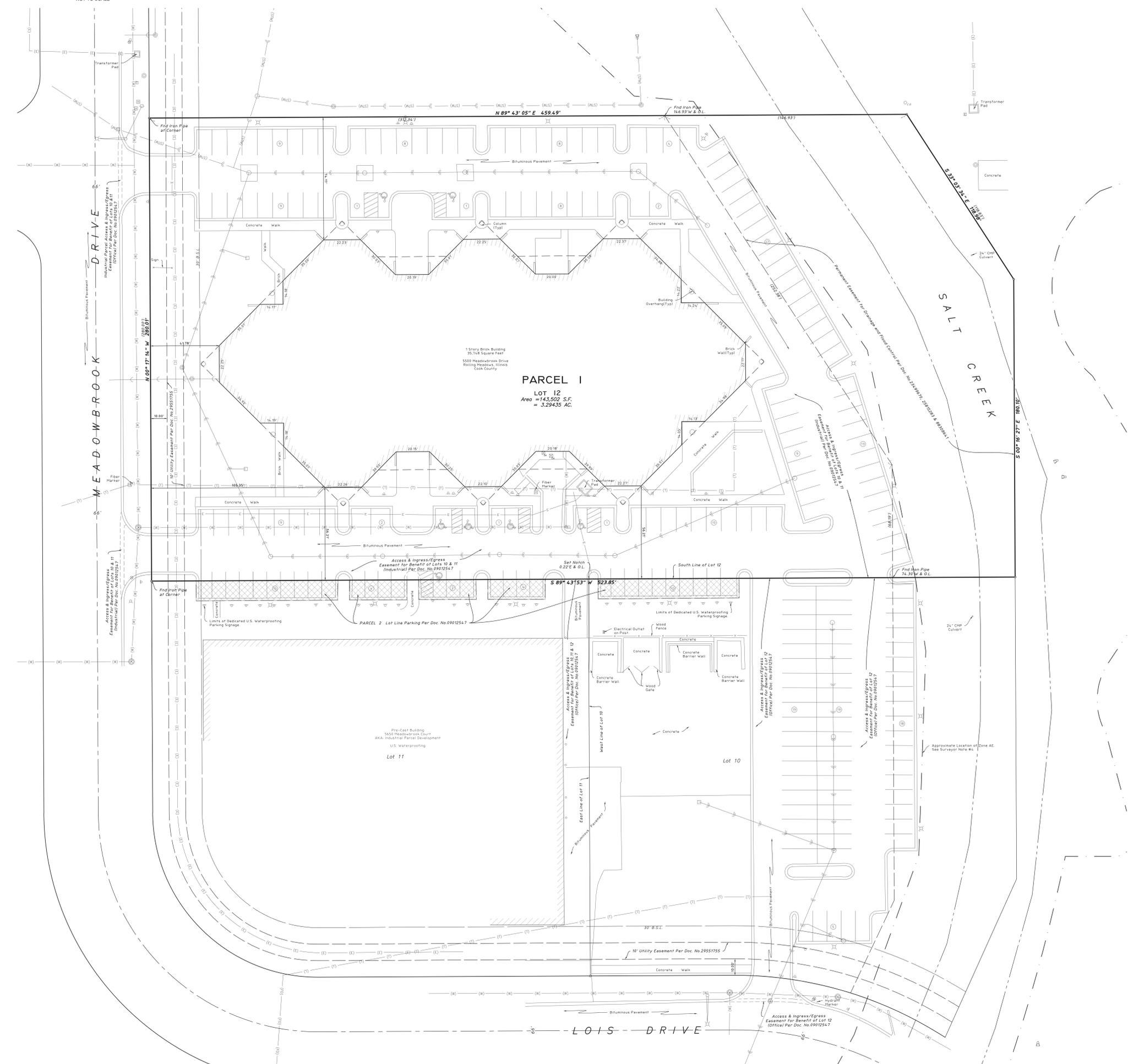
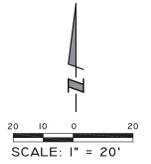
ALTA / NSPS LAND TITLE SURVEY

OF



PARCEL 1:
LOT 12 IN MEADOWBROOK, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTION 8, TOWNSHIP 11 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 24, 1981 AS DOCUMENT 25915283 AND CORRECTED BY CERTIFICATE OF CORRECTION RECORDED AS DOCUMENT 25938524, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:
NON-EXCLUSIVE, PERPETUAL INGRESS AND EGRESS, PEDESTRIAN AND VEHICULAR EASEMENT FOR THE BENEFIT OF PARCEL 1 CREATED BY EASEMENT AND MAINTENANCE AGREEMENT DATED SEPTEMBER 27, 1999 AND RECORDED OCTOBER 27, 1999 AS DOCUMENT 09012547 BY AND BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 30, 1987 AND KNOWN AS TRUST NUMBER 1043560 AND AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 16, 1988 AND KNOWN AS TRUST NUMBER 104917-02.



Surveyor's notes:

- The basis of bearing shown hereon is based on NAD 83(2011) Illinois East Zone 1201 State Plane Coordinates as referenced from TOPCON TOPNET RTK Network.
- Utility information shown hereon is based upon field measurements, available records, information from field data is limited to that which is visible and can be measured. This survey does not exclude the possibility of the existence of other underground utilities and structures. Record information is based upon data collected from both public and private sources. The completeness and/or accuracy of these records cannot be guaranteed, except for those items that can be verified by field measurement. Prior to any excavation contact J.U.L.I.E. (1-800-892-0123) for utility markings. J.U.L.I.E. Design Stage Ticket No. X25241877 was ordered for this project. Possible Utilities:
 - ComEd - Map has been provided and depicted on the survey.
 - NICOR - Map has been provided and depicted on the survey.
 - City of Rolling Meadows - Map has been provided and depicted on the survey.
 - AT&T Distribution - Map has been provided and depicted on the survey.
 - Astound Broadband - No map provided.
 - Concast - No map provided.
 - HBK Engineering - No map provided.
 - Verizon Communications - No map provided.
- Based on information provided on the Flood Insurance Rate Map Community - Panel No. 17031C0192J dated August 15, 2008 produced by the Federal Emergency Management Agency (FEMA) for Cook County, Illinois, the property shown and described hereon is located within Zone X, which is defined by FEMA as "Areas determined to be outside the 0.2% annual chance floodplain" and Zoned A-1 - Special Flood Hazard Areas (SFHAs) Subject to Inundation by the 1% Annual Chance Flood. No Base Flood Elevations determined, and Zoned AE - Special Flood Hazard Areas (SFHAs) Subject to Inundation by the 1% Annual Chance Flood. "Base Flood Elevations determined" from the FEMA Flood Insurance Rate Maps referenced in the Surveyor's Notes.
- In regard to Table A Item 6(a) - According to the Zoning Information Letter from the City of Rolling Meadows for 5500 Meadowbrook Drive, Rolling Meadows, Illinois, Dated: January 9, 2020 the subject property is Zoned "M-1" Business Park District. We note the following stated in said letter:

Building Setback Lines

 - Front/Street: 30 Feet minimum
 - Side: 15 Feet minimum
 - Rear: 25 Feet minimum

Maximum Building Height: 45 Feet

Building Coverage: Maximum 65% of Lot

Maximum Floor Area Ratio: Maximum ratio of 1.0
- In regard to Table A Item 16 - No Observed evidence of current earth moving work, building construction was observed in the process of conducting the survey.
- In regard to Table A Item 18 - Reference made in Schedule B, Part II, Exception R - a perpetual easement (Industrial Parcel Access Easement) over the Industrial Parcel Parking Lot - Plotted and shown hereon.
- Due to snow coverage at the subject property while conducting the field work improvements and features that are obscured by snow may not be shown on this survey.
- In the preparation of this survey reference was made to Chicago Title Insurance Company Commitment for Title Insurance Order No. 25915283/IRM with a Commitment Date of December 9, 2025.

With respect to Schedule B of said commitment:

Exception M - Possible flood risks affecting the land per Department of Transportation - Doc. No. 25915283 & 2591288 - The subject property is located within the land described - Lots 1 through 13 in Meadowbrook Industrial Park. Approximate Location of Zone AE is shown hereon.

Exception N - Easements - Doc. No. 23499670, 25915283 & 89308641 - Plotted and shown hereon.

Exception O - Building Lines - Doc. No. 25915283 - Plotted and shown hereon.

Exception P - Grant of Easement - Doc. No. 25961755 - Plotted and shown hereon.

Exception Q - Terms, conditions & provisions relating to Easement described as Parcel 2 - Doc. No. 09012547 - Plotted and shown hereon (See Legend).

Exception R - Terms, conditions & provisions of Easement & Maintenance Agreement - Doc. No. 09012547 - The subject property is located within the land described therein, however there are no other items to plot.

Exception S - Encroachment of parking spaces onto Easement - Doc. No. 23499670 - Plotted and shown hereon.

PARKING SUMMARY

PARCEL 1	REGULAR SPACES	112
	ACCESSIBLE SPACES	8
	TOTAL	124
PARCEL 2 (LOT LINE PARKING SPACE LOCATION & MAINTENANCE AGREEMENT)	REGULAR SPACES	30
	ACCESSIBLE SPACES	1
	TOTAL	31

LEGEND

- Manhole
- Catch Basin
- Inlet
- Storm Sewer Atlas
- Water Main Atlas
- Electric Line Atlas
- Gas Line Atlas
- Telephone Line Atlas
- Storm Sewer
- Sanitary Sewer
- Water Main
- Electric Line
- Telephone Line
- Cable TV Pedestal
- Fire Hydrant
- Valve Vault
- Light Pole
- Hand Hole
- Sign
- Gas Meter
- Curb & Gutter
- Depressed Curb
- Retaining Wall
- Building Setback Line
- Record
- On Line
- Parcel 2 - Lot Line Parking Space Location & Maintenance Easement Area
- Per Doc. No. 09012547



State of Illinois }
County of Cook } SS

To: 180 Chicago Church, an Illinois not-for-profit,
and
Chicago Title Insurance Company, LLC, its successors and/or assigns.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 8, and 9 of Table A thereof. The field work was completed on January 12, 2026.

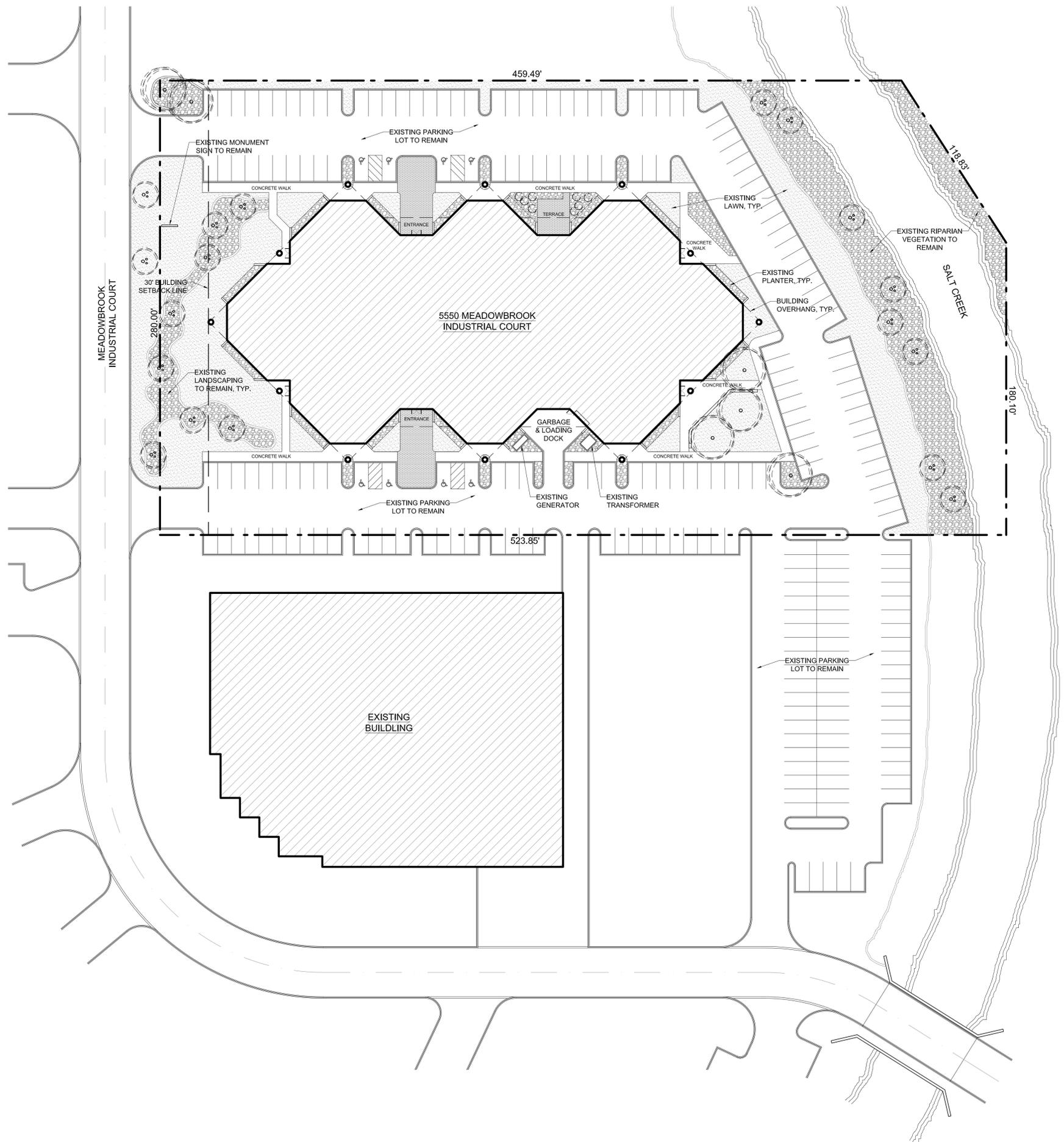
This professional service conforms to the current Illinois minimum standards for a boundary survey.

Schaumburg, Illinois, January 22, 2026

By: _____
Illinois Professional Land Surveyor No. 3928

Originally Prepared: 2026.01.27 Project No. 26-008





N
 1 SITE PLAN
 SCALE : 1/32" = 1'-0"
 0 2 4 8 12



ARCHITECT:
 JACOB DODDS
 61 E. 21st St.
 Chicago, Illinois 60616
 312-823-2786

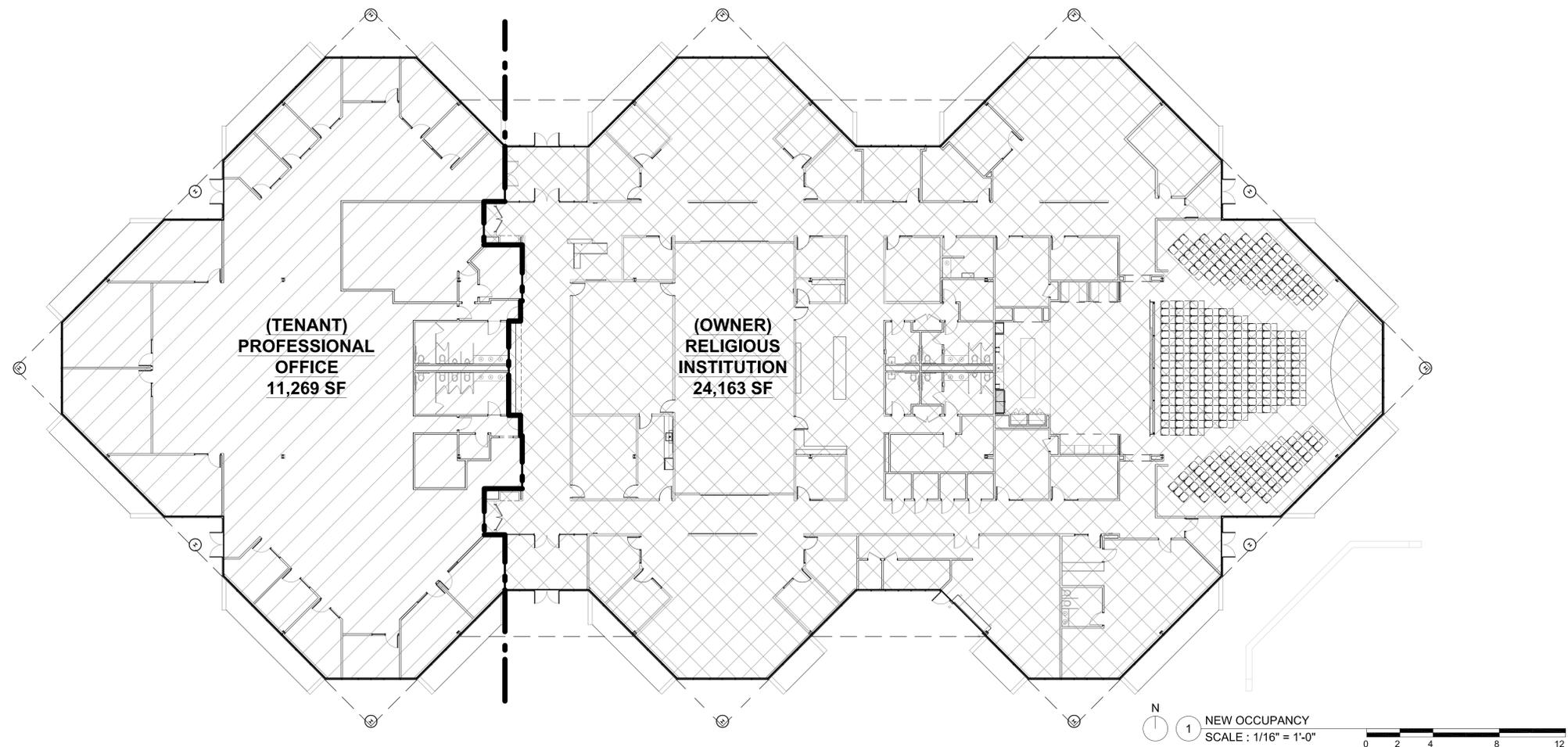
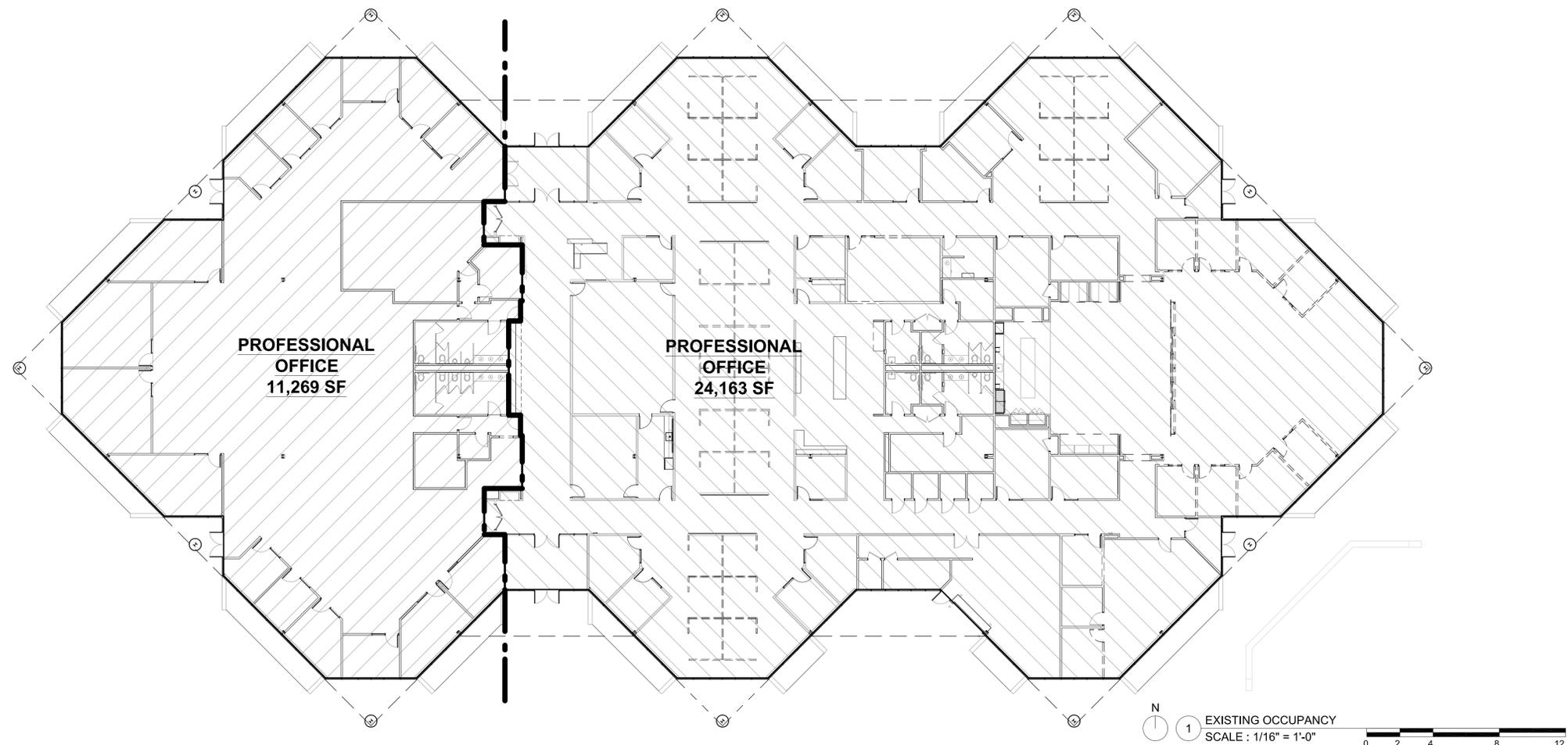
PROJECT:
 6 OAK BROOK CLUB DRIVE
 RESIDENTIAL ALTERATIONS

LOCATION:
 5550 MEADOWBROOK INDUSTRIAL CT.
 ROLLING MEADOWS, IL 60003

ISSUANCE #	DATE	DESCRIPTION
1	01-02-2026	SPECIAL USE PERMIT

DRAWING TITLE:
SITE PLAN

DRAWING NUMBER:
A-1.0



ARCHITECT:
JACOB DODDS
61 E. 21st St
Chicago, Illinois 60616
312-823-2786

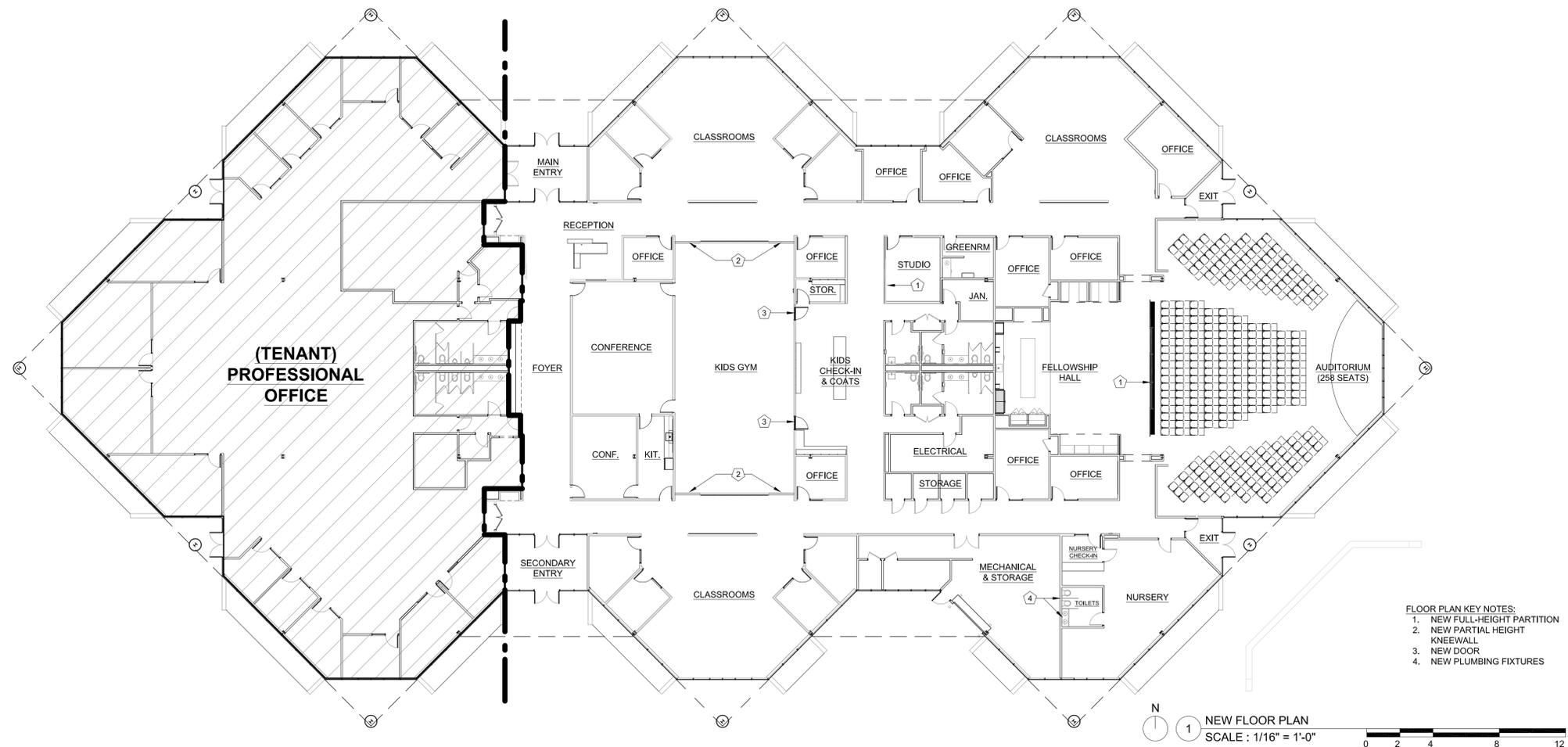
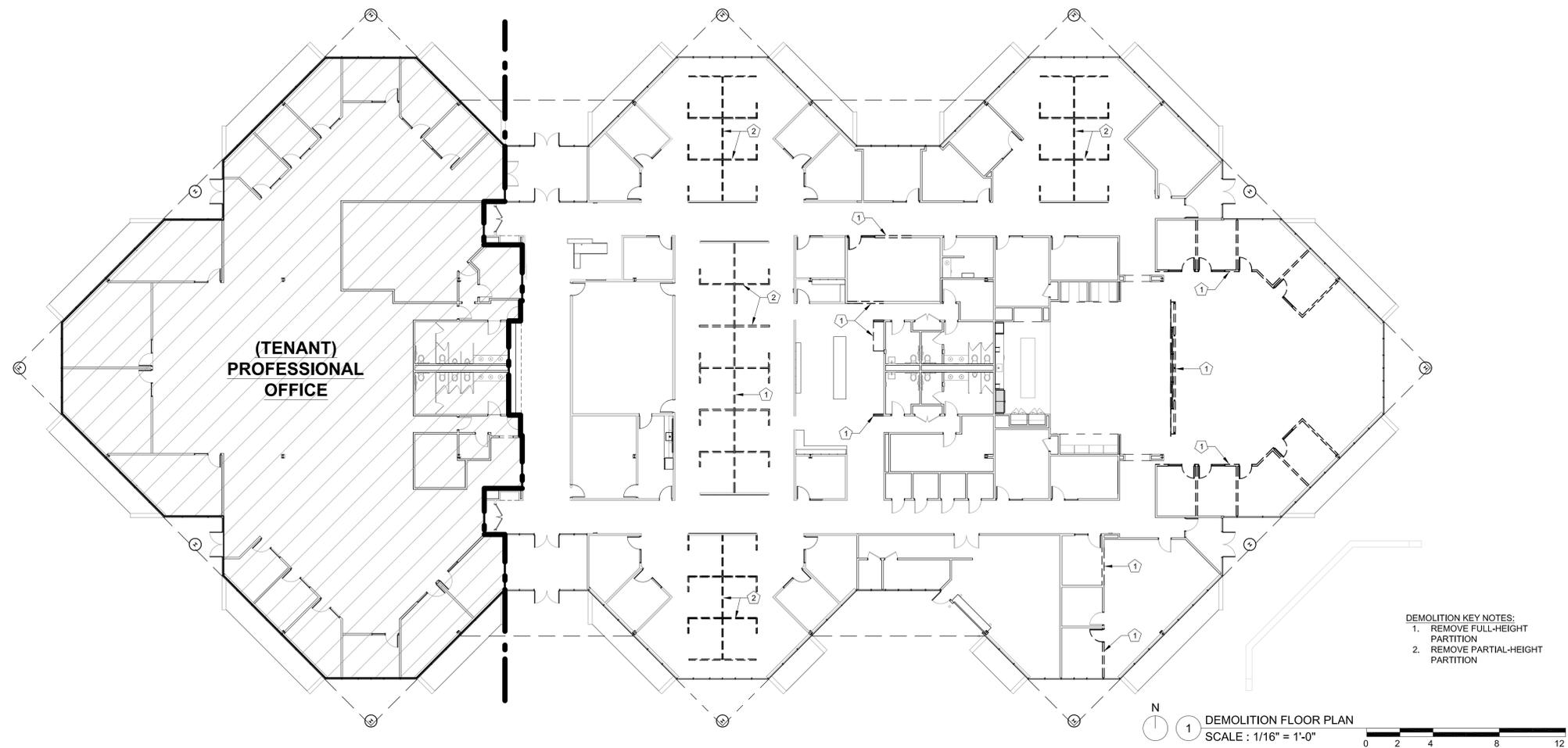
PROJECT:
6 OAK BROOK CLUB DRIVE
RESIDENTIAL ALTERATIONS

LOCATION:
5550 MEADOWBROOK INDUSTRIAL CT.
ROLLING MEADOWS, IL 60003

ISSUANCE #	DATE	DESCRIPTION
1	01-02-2026	SPECIAL USE PERMIT

DRAWING TITLE:
FLOOR PLANS

DRAWING NUMBER:
A-3.0



ARCHITECT:
JACOB DODDS
 61 E. 21st St.
 Chicago, Illinois 60616
 312-823-2786

PROJECT:
 6 OAK BROOK CLUB DRIVE
 RESIDENTIAL ALTERATIONS

LOCATION:
 5550 MEADOWBROOK INDUSTRIAL CT.
 ROLLING MEADOWS, IL 60003

ISSUANCE #	DATE	DESCRIPTION
1	01-02-2026	SPECIAL USE PERMIT

DRAWING TITLE:
FLOOR PLANS

DRAWING NUMBER:
A-3.0



American Association of
Neurological Surgeons

2025-2026 Board of Directors

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esc5@columbia.edu

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eachioocca@bwh.harvard.edu

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sepideh.hanjani@uhhospitals.org

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aviva.abosch@unmc.edu

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NPA: Mohamad Bydon, MD, FAANS
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E2M: Christopher S. Graffeo, MD

CEO

Katie O. Orrico, JD
korrico@aans.org

AANS

5550 Meadowbrook Industrial Ct.
Rolling Meadows, IL 60008

Member Services: 888.566.AANS
Phone: 847.378.0500
www.aans.org

December 30, 2025

City of Rolling Meadows
Planning and Zoning Commission
3600 Kirchoff Road
Rolling Meadows, IL 60008

Re: 180 Chicago Church; Special Use Application
5550 Meadowbrook Industrial Court, Rolling Meadows, Illinois
60008 (the "Property")

To Whom It May Concern:

The American Association of Neurological Surgeons, Inc. (the "AANS") is the owner of the above-referenced Property. A copy of the Trustee's Deed transferring title of the Property to the AANS is provided with this correspondence.

180 Chicago Church ("Buyer") is under contract to acquire the Property from AANS, which acquisition is conditioned upon Buyer obtaining certain approvals from the City of Rolling Meadows, including, without limitation, a special use permit for its proposed use. As part of the anticipated transaction, AANS intends to lease back approximately 11,000 sq./ft. portion of the building from Buyer for use as office space for AANS.

Please accept this letter as authorization for Buyer to proceed with its special use application and so seek whatever other approvals may be required from the City in connection with its acquisition and proposed use of the Property, provided, however, any such approvals shall not be binding on the Property unless, and until, Buyer acquires title to the Property and such approvals shall allow for the continued office use by AANS.

If you have any questions, please feel free to contact the undersigned.

Sincerely,

Katie O. Orrico, JD
Chief Executive Officer

09138178

9455/0114 45 001 Page 1 of 4
1999-12-07 10:02:21
Cook County Recorder 27.00

TRUSTEE'S DEED



THIS INDENTURE, dated 11-19-99
between AMERICAN NATIONAL BANK AND
TRUST COMPANY OF CHICAGO, a National
Banking Association, duly authorized to accept and
execute trusts within the State of Illinois, not
personally but as Trustee under the provisions of a
deed or deeds in trust duly recorded and delivered to
said Bank in pursuance of a certain Trust Agreement
dated 3-16-88,
known as Trust Number 104917-02,
party of the first part, and

(Reserved for Recorders Use Only)

AMERICAN ASSOCIATION OF NEUROLOGICAL SURGEONS, AN ILLINOIS NOT FOR PROFIT CORPORATION
22 S. WASHINGTON ST., PARK RIDGE, IL 60068

4m

party/parties of the second part. WITNESSETH, that said party of the first part, in consideration of the sum of TEN (\$10.00) Dollars and other good and valuable consideration in hand paid, does hereby convey and QUIT-CLAIM unto said party/parties of the second part, the following described real estate, situated in COOK County, Illinois, to-wit:

SEE ATTACHED LEGAL DESCRIPTION

AND SUBJECT TO THE EXCEPTIONS SET FORTH ON ATTACHED EXHIBIT B
Commonly Known As 5550 MEADOWBROOK DR., ROLLING MEADOWS, IL 60008

Property Index Number 08-08-402-027

together with the tenements and appurtenances thereunto belonging.

TO HAVE AND TO HOLD, the same unto said party of the second part, and to the proper use, benefit and behoof, forever, of said party of the second part.

This deed is executed by the party of the first part, as Trustee, as aforesaid, pursuant to and in the exercise of the power and authority granted to and vested in it by the terms of said Deed or Deeds in Trust and the provisions of said Trust Agreement above mentioned, and of every other power and authority thereunto enabling. This deed is made subject to the liens of all trust deeds and/or mortgages upon said real estate, if any, recorded or registered in said county.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by one of its officers, the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO
as Trustee, as aforesaid, and not personally,

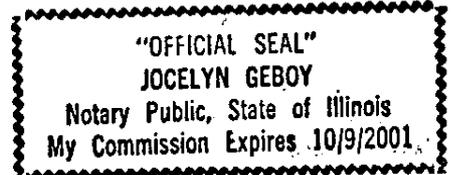
PREPARED BY:
AMERICAN NATIONAL BANK
& TRUST COMPANY OF CHICAGO
120 S. LASALLE ST.
CHICAGO, IL 60603-3400

By: David Lanciotti
DAVID LANCIOTTI, ASST. VICE PRESIDENT

STATE OF ILLINOIS) I, the undersigned, a Notary Public in and for said County and State, do hereby certify
COUNTY OF COOK) DAVID LANCIOTTI, an officer of American National Bank and Trust Company of Chicago
personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that said officer of said association signed and delivered this instrument as a free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, dated November 19, 1999.

Joelyn Geboy
NOTARY PUBLIC



MAIL TO:
Oppenheimer Wolff & Donnelly
Attn: Russell M. Pelton
Two Prudential Plaza - 45th flr.
180 N. Stetson Avenue
Chicago, Illinois 60601-6710

78-40-163 D2 Gault

09138178

LEGAL DESCRIPTION RIDER

LOT 12 IN MEADOWBROOK, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTION 8, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 24, 1981 AS DOCUMENT 25815283, AND CORRECTED BY CERTIFICATE OF CORRECTION RECORDED AS DOCUMENT 25939524, ALL IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 5550 MEADOWBROOK DR., ROLLING MEADOWS, IL 60008

PERMANENT INDEX NUMBER: 08-08-402-027

CITY OF ROLLING MEADOWS
REAL ESTATE TRANSFER TAX
AMOUNT 8850.00 DATE 11/30/99
AGENT 5550 meadowbrook

COOK CO. NO. 016
119353
STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
P.B. 10776 DEC3-'99 DEPT. OF REVENUE 999.00

145966
Cook County
REAL ESTATE TRANSACTION TAX
REVENUE STAMP DEC2-'99 P.B. 11424 989.00

COOK CO. NO. 016
119354
STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
P.B. 10776 DEC3-'99 DEPT. OF REVENUE 999.00

145967
Cook County
REAL ESTATE TRANSACTION TAX
REVENUE STAMP DEC2-'99 P.B. 11424 476.00

COOK CO. NO. 016
119355
STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
P.B. 10776 DEC3-'99 DEPT. OF REVENUE 952.00

EXCEPTIONS TO TITLE

1. GENERAL REAL ESTATE TAXES IN RESPECT OF THE PROPERTY WHICH ARE NOT DUE AND OWING.
2. ACTS DONE OR SUFFERED TO BE DONE BY GRANTEE OR ANY PARTY OR ENTITY ACTING ON BEHALF OF GRANTEE OR OTHERWISE CLAIMING BY, THROUGH OR UNDER GRANTEE.
3. BUILDING LINES AND ZONING AND BUILDING LAWS AND ORDINANCES.

4. PERMANENT AND TEMPORARY EASEMENTS DATED APRIL 30, 1976 AND RECORDED MAY 26, 1976 AS DOCUMENT NUMBER 23499670 BY AND BETWEEN MARY E. KARSTEN AND NORTHERN TRUST COMPANY, A CORPORATION OF ILLINOIS, AS CO-TRUSTEES UNDER THE WILL OF SIMON E. KARSTEN, (DECEASED) AND THE PEOPLE OF THE STATE OF ILLINOIS, THE PERMANENT EASEMENT TO BE FOR THE PURPOSE OF PROVIDING ADEQUATE DRAINAGE WITHIN THE AREA KNOWN AS THE SALT CREEK WATERSHED AND IN CONNECTION WITH THE CONSTRUCTION, OPERATION, MAINTENANCE OF AN IMPROVEMENT KNOWN AS BUSSE WOODS RESERVOIR AND FOR GENERAL FLOOD CONTROL AND TO THAT END STATE, ITS EMPLOYEES, AGENTS AND CONTRACTORS SHALL HAVE THE RIGHT, AT ALL TIMES INTER-ALIA: (A) TO ENTER UPON THE LAND; (B) CONSTRUCT, MAINTAIN, REPAIR, REPLACE, ON OR IN AND REMOVE FROM THE LAND SUCH IMPROVEMENTS AS LEVIES AND BERMS AND PERFORM SUCH WORK AS DREDGING, DEEPENING AND WIDENING, ETC.; (C) OVERFLOW, FLOOD AND SUBMERGE THE LAND TO AN ELEVATION NOT EXCEEDING 686 FEET ABOVE MEAN SEA LEVEL, 1929 ADJUSTED. THE DURATION OF THE PERMANENT EASEMENT SHALL BE PERPETUAL. THE DURATION OF THE TEMPORARY EASEMENT SHALL BE 2 YEARS COMMENCING APRIL 30, 1976. SAID EASEMENT AFFECTS THE FOLLOWING:

BEGINNING AT A POINT ON THE SOUTH LINE OF THE SOUTH EAST 1/4 OF SECTION 8, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING 35 FEET EAST OF THE SOUTH WEST CORNER OF THE SOUTH EAST 1/4 OF SAID SECTION 8; THENCE NORTH 25 DEGREES 07 MINUTES 10 SECONDS EAST, 1197.84 FEET; THENCE NORTH 389 FEET; THENCE NORTH 32 DEGREES 47 MINUTES 30 SECONDS WEST, 444 FEET; THENCE NORTH 67 DEGREES 46 MINUTES 30 SECONDS WEST, 328 FEET; THENCE SOUTH ON QUARTER SECTION LINE 28.78 FEET; THENCE NORTH 73 DEGREES 14 MINUTES 12 SECONDS WEST, 65.70 FEET; THENCE SOUTH 88 DEGREES 51 MINUTES WEST, 200 FEET; THENCE SOUTH 78 DEGREES 41 MINUTES WEST, 100 FEET; THENCE SOUTH 75 DEGREES 49 MINUTES WEST, 105 FEET; THENCE NORTH 86 DEGREES 34 MINUTES WEST, 100 FEET; THENCE NORTH 78 DEGREES 34 MINUTES WEST, 185 FEET; THENCE SOUTH 100 FEET; THENCE SOUTH 86 DEGREES 22 MINUTES 03 SECONDS EAST, 267.22 FEET; THENCE NORTH 78 DEGREES 37 MINUTES 04 SECONDS EAST, 206.63 FEET; THENCE NORTH 87 DEGREES 30 MINUTES 46 SECONDS EAST, 259.01 FEET; THENCE SOUTH 68 DEGREES 22 MINUTES 32 SECONDS EAST, 210.68 FEET; THENCE SOUTH 32 DEGREES 56 MINUTES 20 SECONDS EAST, 532.14 FEET; THENCE SOUTH 263.29 FEET; THENCE SOUTH 25 DEGREES 36 MINUTES 16 SECONDS WEST, 1221.17 FEET; THENCE EAST 94.26 FEET ALONG SOUTH LINE OF SAID SECTION TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, AND EXCEPTION THEREFROM PROPERTY DEEDED TO THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, THE NORTHERN ILLINOIS GAS COMPANY, AND THE DEPARTMENT OF PUBLIC WORKS AND BUILDINGS (TRANSPORTATION); ALSO CONTAINED IN AND DISCLOSED BY THE PLAT OF SUBDIVISION OF MEADOWBROOK, RECORDED MARCH 24, 1981 AS DOCUMENT NUMBER 25815283.

AMENDED BY DOCUMENT RECORDED JULY 13, 1988 AS DOCUMENT 88308641 REGARDING THE CONSTRUCTION OF AN ASPHALT PARKING LOT UPON A PORTION OF THE EASTERLY 15 FEET OF THE AFOREMENTIONED EASEMENTS.

5. 30 FEET BUILDING LINES AS SHOWN AS SHOWN ON THE PLAT OF MEADOWBROOK SUBDIVISION, RECORDED MARCH 24, 1981 AS DOCUMENT NUMBER 25815283, OVER THE WEST LINE OF LOT 12.
6. GRANT OF EASEMENT MADE BY WHEELING TRUST AND SAVINGS BANK AS TRUSTEE UNDER TRUST NUMBER 80-147 TO THE COMMONWEALTH EDISON COMPANY AND THE ILLINOIS BELL TELEPHONE COMPANY, THEIR SUCCESSORS AND ASSIGNS, AN EASEMENT TO CONSTRUCT, OPERATE, MAINTAIN,

- RENEW, RELOCATE AND REMOVE, FROM TIME TO TIME, POLES, WIRES, CABLES, CONDUITS, MANHOLES, TRANSFORMERS, PEDESTALS AND OTHER FACILITIES USED IN CONNECTION WITH OVERHEAD AND UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY, SOUNDS AND SIGNALS, TOGETHER WITH THE RIGHT OF ACCESS TO THE SAME AND THE RIGHT, FROM TIME TO TIME, TO TRIM OR REMOVE TREES, BUSHES AND SAPLINGS AND TO CLEAR OBSTRUCTIONS FROM THE SURFACE AND SUBSURFACE AS MAY BE REASONABLY REQUIRED INCIDENT TO THE GRANT HEREIN GIVEN, IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE LAND RECORDED JULY 28, 1981 AS DOCUMENT 25951755.
7. RIGHTS OF OWNER OF LAND BORDERING ON SALT CREEK IN RESPECT TO THE WATER OF SAID CREEK.
 8. NOTE: THE LAND FALLS WITHIN THE DRAINAGE DISTRICT NUMBER 1 OF THE TOWNSHIP OF ELK GROVE IN COOK COUNTY, ILLINOIS.
 9. POSSIBLE FLOOD RISKS AFFECTING THE LAND AND OTHER PROPERTY BASED UPON DATA AVAILABLE TO THE DEPARTMENT OF TRANSPORTATION AS DISCLOSED BY A LETTER RECORDED MARCH 24, 1981 AS DOCUMENT NUMBER 25815283, AND BY A LETTER RECORDED JUNE 3, 1981 AS DOCUMENT 25891288.
 10. (A) TERMS, PROVISIONS, AND CONDITIONS RELATING TO THE EASEMENT DESCRIBED AS IN PERMITTED EXCEPTION 11 CONTAINED IN THE INSTRUMENT CREATING SAID EASEMENT.
(B) RIGHTS OF THE ADJOINING OWNER OR OWNERS TO THE CONCURRENT USE OF SAID EASEMENT.
 11. TERMS, CONDITIONS AND PROVISIONS OF EASEMENT AND MAINTENANCE AGREEMENT DATED SEPTEMBER 27, 1999, AND RECORDED OCTOBER 27, 1999, AS DOCUMENT 09012547 BY AND BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 30, 1987 AND KNOWN AS TRUST NUMBER 104356-00 AND AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 16, 1988, AND KNOWN AS TRUST NUMBER 104917-02.
 12. ENCROACHMENT OF PARKING SPACES ONTO EASEMENT FOR ADEQUATE DRAINAGE WITHIN THE AREA KNOWN AS THE SALT CREEK WATERSHED RECORDED MAY 26, 1976 AS DOCUMENT NUMBER 23499670 AS REFERENCED IN PERMITTED EXCEPTION 4.

C9138178

**AGREEMENT FOR PURCHASE
AND SALE OF REAL ESTATE**

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE (this "Agreement") is entered into as of January ____, 2026, by and between **180 CHICAGO CHURCH**, an Illinois not-for-profit (together with its nominees, designees, successors and assigns, "Purchaser") and **American Association of Neurological Surgeons, Inc.**, an Illinois not-for-profit corporation (the "Seller").

WITNESSETH:

WHEREAS, Seller is the owner of the Property (as defined below); and

WHEREAS, Purchaser desires to purchase from Seller and Seller desires to sell to Purchaser all of the Property on the terms and conditions set forth below.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**ARTICLE 1
AGREEMENT TO PURCHASE AND SELL**

Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase from Seller, upon the terms and conditions set forth in this Agreement, all of Seller's right, title and interest in and to the following (collectively, the "Property"):

(i) the land legally described on Exhibit A attached hereto and made a part hereof commonly known 5550 Meadowbrook Industrial Court, Rolling Meadows, Illinois 60008, together with all privileges, rights, easements, hereditaments, and appurtenances belonging to the land, and all right, title and interest of the titleholder thereof in and to any streets, alleys, passages and other rights-of-way included therein or adjacent thereto (before or after the vacation thereof) (collectively, the "Land");

(ii) all buildings, structures, parking areas and other improvements located on the Land and any fixtures attached thereto, including the building consisting of approximately 36,250 square feet (collectively, the "Improvements");

(iii) all equipment, machinery, apparatus, signs, appliances and other articles of personal property, if any, owned by Seller and located on the Land and used in connection with the operation of the Improvements and all furniture, fixtures and personal property used for the Property, except for the furniture and furnishings of offices needed by Seller and as agreed by both parties during the Review Period. (collectively, the "Personal Property");

(iv) all transferable licenses, franchises, permits, authorizations and approvals used in connection with or relating to the ownership, occupancy or operation of any part of the Land, Improvements or Personal Property (collectively, the "Permits"); and

(v) all transferrable warranties and guarantees and other intangible personal property relating to the Land, Improvements or Personal Property, including, without limitation, all roof warranties (collectively, the "Intangible Property").

**ARTICLE 2
PURCHASE PRICE**

2.1 Purchase Price. The purchase price (the "Purchase Price") to be paid by Purchaser to

Seller for the Property shall be Two Million and 00/100 Dollars (\$2,000,000.00).

2.2 Earnest Money. Within five (5) Business Days (as defined below) after the date on which this Agreement is executed and delivered by the last party to do so (the "Effective Date"), Purchaser will pay into a strict joint order escrow with Seller at the Title Insurer the sum of \$50,000.00 as earnest money (together with any interest earned thereon, the "Earnest Money"). Except as otherwise provided for in this Agreement, Seller and Purchaser shall share equally the cost of the joint order escrow. Except as otherwise provided in this Agreement, the Earnest Money shall be applied to the Purchase Price at the Closing.

2.3 Closing Costs. Seller shall pay the cost of: (a) the Title Policy (as defined below), including the cost of extended coverage over the standard printed exceptions; (b) obtaining and recording any releases of any mortgages, liens or other encumbrances that are not Permitted Exceptions (as defined below); and (c) any stamp or transfer taxes imposed upon a seller by State, County or local law, unless an exemption applies; Purchaser shall pay for: (i) the cost of all title endorsements requested, other than extended coverage; (ii) the Survey; and (iii) recording the Deed. Purchaser and Seller shall share equally the escrow and New York "style" closing fees for the Closing (as defined below). All other closing costs shall be apportioned according to prevailing local custom. Except as expressly provided in this Agreement to the contrary, each party shall pay its own legal fees.

2.4 Closing Prorations and Adjustments. All items of income or expense other than Taxes (as defined below) shall be prorated according to prevailing local custom. Unpaid real estate taxes, current installments of regular assessments, special assessments, sewer charges, and any similar taxes and charges (collectively, "Taxes") imposed in respect of the Property which are not yet due and payable on the Closing Date shall be prorated, on an accrual basis, to the day immediately preceding the Closing Date on the basis of 107.5% of the most recent ascertainable bill. All unpaid Taxes which are due and payable as of Closing shall be paid by Seller in full on or before Closing. For purposes of proration, the Purchaser shall be deemed in title to the Property on the Closing Date. Seller and Purchaser agree to re-prorate the Taxes, and any credit provided at Closing, upon issuance of the real estate tax bills for which a credit is provided to Purchaser at Closing. This Section 2.4 and the obligations of Seller and Purchaser herein shall survive Closing and not merge with the Deed.

2.5 Seller Financing. At Closing, Seller will provide financing ("Seller Loan") to Purchaser in the form of a purchase money mortgage in the principal amount of the net Purchase Price less a down payment of \$400,000. The Seller Loan shall be evidenced by a Promissory Note ("Promissory Note") to be executed by Purchaser at Closing and payable to Seller. The Seller Loan shall accrue interest at a fixed rate per annum equal to 4.5% and amortized over a 20-year schedule, with a balloon payment due at the end of year 7. Payments shall consist of principal and interest during the initial 7-year term. The Seller Loan shall be freely prepayable at any time without penalty. The Promissory Note will be secured by a Mortgage, Assignment of Rents and Security Agreement (the "Mortgage") to be executed by Purchaser at Closing, delivered to Seller, and recorded against the Property, with all recording charges to be paid by Purchaser. During the first fifteen (15) business days of the Review Period, Seller shall deliver to Purchaser a draft of such a Promissory Note along with a draft of the Mortgage. In the event Seller and Purchaser are unable to agree upon the terms of the Promissory Note and Mortgage during the Review Period, either party hereto shall have the right to terminate this Agreement by providing written notification thereof to the other party during the Review Period in which event, the Earnest Money shall be returned to the Purchaser subject to and in accordance with the terms of this Agreement and neither party shall have any further duties or obligations hereunder except for such duties and obligations which are expressly identified herein as surviving any such termination.

2.6 Payment of Purchase Price. The Purchase Price, plus or minus any adjustments, credits or prorations provided for herein, shall be paid to Seller at the Closing by wire transfer of immediately available funds, and delivery of the Promissory Note and Mortgage.

ARTICLE 3 PURCHASER'S DUE DILIGENCE

3.1 Review Period; Termination Right; Financing. During the period of time beginning on the

Effective Date and ending at 5:00 P.M. (Chicago time) on the date that is sixty (60) days after the termination of the Municipal Approval Period (the "Review Period"), Purchaser and its agents, employees, contractors and representatives shall have the right to: (i) enter upon the Land and Improvements to conduct tests, inspections and investigations of the physical condition of the Land, Improvements and Personal Property (including, without limitation, environmental investigations; and (ii) review books, records and other due diligence materials relating to the Property (including, without limitation, the Title Commitment and the Survey) as may be necessary for Purchaser to determine whether any one or more of the following matters or any other matter makes the Property unacceptable to Purchaser in Purchaser's sole and absolute discretion:

- (a) zoning of the Property;
- (b) results of environmental investigations;
- (c) the state of title to the Land and Improvements (including, without limitation, Purchaser's review of the Permitted Exceptions);
- (d) matters shown on the Survey;
- (e) the physical condition of the Land, Improvements and/or Personal Property, including, without limitation, any "as-built" plans and specifications of the Property;
- (f) the availability and sufficiency of utilities, including water, sanitary sewer, storm/retention facilities, telephone, gas and electricity; and
- (g) the existence of any laws, regulations or judicial matters affecting the Property or its operation.

Purchaser shall give Seller 24-hours prior oral notice before entering onto the Property pursuant to this Section 3.1. Purchaser shall repair any damage to the Property resulting from Purchaser's activities on the Property under this Section 3.1. Seller, within five (5) Business Days after the Effective Date, shall provide Purchaser with copies of all materials ("Ownership Materials") in its possession relating to Purchaser's due diligence investigations, including without limitation, existing surveys, title reports, service contracts, environmental assessment studies, reports or remediation plans regarding the Property, and, to the extent that any actions regarding environmental remediation were taken while in the control of current ownership and copies of all remediation and manifests (if any) associated therewith, architectural drawings, engineering plans, including structural, civil, mechanical, electrical and plumbing, blueprints, warranties, income and expense reports for calendar years 2022, 2023 and 2024, all reports studies, or cost estimates from architects, contractors, subcontractors or tradesmen, engineers, consultants, appraisers, or advisors as to the feasibility of, or alternatives for the development, or redevelopment, expansion, or modification of the Property, copies of any communications between the Seller and employees, officials or agents of any City, State, County or Federal agency or department regarding all or a portion of the Property within the past five (5) years as to any code violations, or condemnation.

Seller shall have the right to have an agent or representative of Seller present during any inspections by Purchaser, its representatives or contractors. Purchaser shall perform all of its inspections of the Property in a manner that does not unreasonably disrupt Seller's use or operation of the Property. Purchaser shall have no right to conduct any invasive or intrusive testing of the Property without the prior written consent of Seller, which shall not be unreasonably withheld, conditioned or delayed and Purchaser may be required to provide a written description of any invasive testing, including the location thereof, prior to Seller granting approval of same. Prior to entry upon the Property, Purchaser or Purchaser's agents and contractors shall procure and maintain throughout the term of this Agreement commercial general liability insurance ("CGL"), including direct contractual and contingent liability, with limits of not less than \$1,000,000 per occurrence, with a \$2,000,000 aggregate. The CGL insurance shall name Seller as an additional insured. Purchaser hereby indemnifies and agrees to hold Seller harmless, and shall defend Seller with counsel reasonable acceptable to Seller, from and against any loss or damage directly arising from any and all persons or firms entering the Property on Purchaser's behalf and the claims of any and all persons or firms entering the Property on

Purchaser's behalf, which indemnity shall survive for a period of twelve (12) months after the Closing or any earlier termination hereof.

3.2 Termination. If Purchaser notifies Seller, in writing, at any time before the end of the Review Period that Purchaser elects, in its sole discretion, not to proceed with the transaction contemplated by this Agreement for any reason whatsoever, or for no reason, that the Property is unacceptable to Purchaser and that Purchaser elects to terminate this Agreement, then promptly after the delivery of any such notice by Purchaser, the Earnest Money shall be paid to Purchaser, and, this Agreement shall be null, void and of no further force or effect and neither party shall have any further rights or obligations under this Agreement except for any obligations that expressly survive this Agreement. Notwithstanding the foregoing, any escrow fees charged by the Title Insurer for the Earnest Money escrow along with any termination fees shall be Purchaser's obligation and be paid by Purchaser, without contribution from Seller.

3.3 Municipal Approvals. During the period of time beginning on the Effective Date and ending at 5:00 P.M. (Chicago time) on the ninetieth (90th) day thereafter (the "Municipal Approval Period"), Purchaser, Purchaser's agents, consultants, attorneys, employees and contractors shall make a reasonable effort to obtain any and all state, county and/or local government or municipal approvals, licenses or permits necessary, in Purchaser's sole discretion, to allow the Premises to be used for Purchaser's intended purpose upon the Closing, including zoning and special use. Notwithstanding the foregoing, no zoning change, special use or other government approvals, licenses or permits sought by Purchaser shall be binding on the Property or result in any change with respect to the Property, until Purchaser acquires title to the Property at Closing. Furthermore, any zoning changes, special use or other government approvals, licenses or permits shall allow for Seller to continue to occupy and operate from the Property under the Lease between Purchaser and Seller as provided for in Section 10.4 of this Agreement. If, for any or no reason whatsoever in Purchaser's sole discretion, Purchaser is unable to obtain such government approvals, licenses or permits or is not satisfied with the approvals, licenses or permits, or any part thereof or otherwise disapproves, then in such event, Purchaser shall have the right to terminate this Agreement by written notice to Seller at any time prior to the end of the Municipal Approval Period. Purchaser shall be deemed to have waived and/or satisfied the conditions and contingencies referred to in this Section 3.3 if Purchaser does not notify Seller within the Municipal Approval Period that Purchaser is canceling this Agreement. Upon any termination of this Agreement by Purchaser pursuant to this Section 3.3, all Earnest Money and any interest earned thereon shall be immediately paid to Purchaser and Purchaser shall return to Seller all Ownership Materials provided by Seller. In the event Purchaser terminates this Agreement pursuant to this Section 3.3, any escrow fees charged by the Title Insurer for the Earnest Money escrow along with any termination fees shall be Purchaser's obligation and be paid by Purchaser, without contribution from Seller.

ARTICLE 4 TITLE INSURANCE AND SURVEY

4.1 Title Commitment; Survey. Within twenty (20) days after the Effective Date, Purchaser shall order and thereafter deliver to Seller, a current ALTA/NSPS Land Title Survey covering the Property, certified to the Title Company, Purchaser and Purchaser's lender, if any, prepared in compliance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys (the "Survey") and otherwise be satisfactory to the Title Insurer for purposes of issuing extended coverage over the standard printed exceptions in the Title Policy and sufficient to obtain a survey endorsement. At Closing, Seller shall provide Purchaser a credit for the cost of the Survey, not to exceed Seven Thousand Five Hundred and No/100 Dollars (\$7,500.00).

Within twenty (20) days after the Effective Date, Purchaser shall obtain: a commitment (the "Title Commitment") for an ALTA 2021 Form Owner's Title Insurance Policy issued by Chicago Title Insurance Company (the "Title Insurer"). Purchaser shall deliver a copy of the Title Commitment, along with copies of any recorded exception documents (the "Title Documents") to Seller upon Purchaser's receipts of same.

4.2 Title and Survey Objections. Within five (5) Business Days after Purchaser receives the last of the Title Commitment, the Title Documents, and the Survey, Purchaser shall deliver to Seller a list of

any objections to title and survey matters with respect to the Property (the "Title Objections"). Seller shall be obligated to cause any Title Objections relating to financing liens, mechanic's, materialmen's or similar liens, tax liens or delinquent taxes (including interest and penalties), and leases (other than the Lease) or other occupancy rights or agreements to be deleted from the Title Commitment prior to or at the Closing, and if Seller fails to do so, Purchaser may deduct from the Purchase Price any liens or encumbrances of a definite or ascertainable amount. Within five (5) Business Days after Seller receives the Title Objections, Seller shall notify Purchaser in writing of any Title Objections which Seller either refuses to cure or is unable to cure in the manner specified in Purchaser's notice, provided that Seller shall be obligated to cure the Title Objections described in the immediately preceding sentence. In addition, notwithstanding anything contained herein to the contrary, at the Closing, Seller shall pay all Taxes assessed against the Property which are due and payable at the time of the Closing. If Seller fails to deliver any such notice within said 5-Business Day period, Seller shall be deemed to have elected not to cure the Title Objections specified in Purchaser's notice, at or before the Closing. Purchaser shall have the right, by giving notice to Seller within five (5) Business Days after Purchaser is notified by Seller of its refusal or inability to cure any one or more of the Title Objections in the manner specified in Purchaser's notice, to: (i) terminate this Agreement, or (ii) elect to proceed pursuant to this Agreement, thereby waiving its objection to such Title Objections described in Seller's notice, but with the right to deduct from the Purchase Price any liens or encumbrances of a definite or ascertainable amount. For purposes of this Agreement, the term "Permitted Exceptions" means (i) title matters that are disclosed by the Title Commitment and are not identified by Purchaser as Title Objections, and (ii) any Title Objections waived by Purchaser as provided above. If Purchaser terminates this Agreement pursuant to this Section 4.2, any escrow fees charged by the Title Insurer for the Earnest Money escrow along with any termination fees shall be Purchaser's obligation and be paid by Purchaser, without contribution from Seller and the balance of the Earnest Money shall be promptly paid to Purchaser, and such obligation to direct the Escrowee shall survive the termination of this Agreement, and neither party shall have any further rights or obligations under this Agreement, except for those rights and obligations that expressly survive a termination of this Agreement.

4.3 Title Policy. At the Closing, Seller shall cause to be delivered to Purchaser an ALTA 2021 Form Owner's Title Insurance Policy from the Title Insurer or in lieu thereof a marked-up title commitment from the Title Insurer (either being referred to herein as the "Title Policy") which in either case shall: (i) be dated as of the date of the recording of the Deed; (ii) name Purchaser or its designee or assignee as the insured; (iii) have a liability amount equal to the Purchase Price; (iv) show Purchaser as the owner of the Property in fee simple subject to no exceptions other than the Permitted Exceptions; and (v) include extended coverage over the standard printed exceptions.

4.4 No Further Liens. Seller agrees that it shall not from and after the Effective Date cause or permit any actions that result in any additional exceptions to title.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES

5.1 Seller's Representations and Warranties. Seller represents and warrants to Purchaser as follows:

- (a)** Neither the execution and delivery of this Agreement by Seller nor the consummation of the transactions contemplated hereby will result in any breach or violation of or default under any judgment, decree, order, mortgage, lease, agreement, indenture or other instrument to which Seller is a party.
- (b)** Seller has the full right, power and authority to enter into this Agreement and all of the documents to be executed and delivered by Seller at the Closing and to consummate the transactions contemplated hereby, and Seller has obtained any and all consents required from Seller's members and managers and all consents required from third parties to enter into this Agreement and to convey the Property pursuant to this Agreement. This Agreement is a valid and binding obligation of Seller and is enforceable against Seller in accordance with its terms.

- (c) Except as may be included in the most recent second installment real estate tax bill, Seller is not aware of any special assessments, special tax districts, special service areas, sanitary sewer separation fees or outstanding obligations (contingent or otherwise) to governmental entities, including, without limitation, any portion payable with the current tax bill (collectively "Assessments"), with respect to the Property or any part thereof.
- (d) Neither Seller nor all or any portion of the Property are the subject of any pending or, to Seller's actual knowledge, threatened claim, or judicial or administrative proceeding, action or litigation.
- (e) Intentionally omitted.
- (f) To Seller's actual knowledge: (a) the Property is in compliance with all Environmental Laws (hereinafter defined); (b) no notice, demand, claim or other communication has been given to or served on Seller, and Seller has no knowledge of any such notice given to previous owners or tenants of the Property, from any entity, governmental body or individual claiming any violation of any Environmental Law or demanding payment, contribution, indemnification, remedial action, removal action or any other action or inaction with respect to any actual or alleged environmental damage or injury to persons, property or natural resources (any of the foregoing, whether now existing or hereafter brought, is herein called a "Claim"); (c) no above ground or underground storage tanks are currently located on the Property; (d) the soil, surface water and ground water of, under, or on the Property are free from any Hazardous Substance (hereinafter defined); (e) the Property, and all buildings and Improvements located thereon, during Seller's period of ownership, have never been used for or in connection with, and the Seller shall not permit or acquiesce in the use for or in connection with the manufacture, refinement, treatment, storage, generation, transport or hauling of any Hazardous Substance in excess of levels permitted by applicable Environmental Laws or the treatment, storage or disposal of any such material; (f) no Hazardous Substance has been Released (as defined herein) in excess of levels permitted by applicable Environmental Laws, on, under or in the Property; (g) no asbestos or asbestos-containing materials have been installed, used, incorporated into or disposed of on the Property; (h) no polychlorinated biphenyls ("PCBs") are or ever have been located on, in, or used in connection with the Property; and (i) no investigation, administrative order, administrative order by consent, consent order, agreement, litigation or settlement is proposed or in existence or, to the best knowledge of Seller, threatened or anticipated, with respect to or arising from the presence of any Hazardous Substance or the transport of Hazardous Substance with respect to the Property.

(ii) For the purposes of this Agreement "Environmental Laws" means any and all federal, state and local laws (whether under common law, statute, rule, regulation or otherwise), requirements under permits or other authorizations issued with respect thereto, and other orders, decrees, judgments, directives or other requirements of any governmental authority relating to or imposing liability or standards of conduct (including disclosure or notification) concerning protection of human health or the environment or Hazardous Substances or any activity involving Hazardous Substances, all as previously and in the future to be amended, including those administered and enforced by the Illinois Environmental Protection Agency ("IEPA").

(iii) For purposes hereof, "Hazardous Substance" means, but is not limited to, any substance, chemical, material or waste (A) the presence of which causes a nuisance or trespass of any kind; (B) which is regulated by any federal, state or local governmental authority because of its toxic, flammable, corrosive, reactive, carcinogenic, mutagenic, infectious, radioactive, or other hazardous property or because of its effect on the environment, natural resources or human health and safety, including, but limited to, petroleum and petroleum products, asbestos-containing materials, polychlorinated biphenyls, lead and lead-based paint, radon, radioactive materials, flammables and explosives; or (C)

which is designated, classified, or regulated as being a hazardous or toxic substance, material, pollutant, contaminant or solid waste (or a similar such designation) under any federal, state or local law, regulation or ordinance, including under any Environmental Law, including those administered and enforced under IEPA, Comprehensive Environmental Response Compensation and Liability Act (42 U.S.C. §9601 et seq.), the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 and Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§6901 et seq., Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, 33 U.S.C. §§1251 et seq., Clean Air Act of 1966, as amended, 42 U.S.C. §§7401 et seq., Toxic Substances Control Act of 1976, 15 U.S.C. §§2601 et seq., Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§651 et seq., Oil Pollution Act of 1990, 33 U.S.C. §§ 2701 et seq., the Emergency Planning and Community Right-to-Know Act (42 U.S.C. §11001 et seq.), the Hazardous Substances Transportation Act (49 U.S.C. §1801 et seq.), or the Clean Air Act (42 U.S.C. §7401 et seq.

(iv) For the purpose of this Agreement, “Release” means any release, deposit, discharge, emission, leaking, leaching, spilling, seeping, migrating, injecting, pumping, pouring, emptying, escaping, dumping, disposing or other movement of Hazardous Substances in excess of levels permitted by applicable Environmental Laws.

- (g) Except for Seller, and those rights granted to others under easement agreements and other instruments of record, there are no persons in possession or occupancy of the Land or Improvements or any part thereof, nor are there any persons who have possessory rights in respect to the Land or Improvements or any part thereof.
- (h) There are no condemnation or eminent domain proceedings pending, or, to the best of Seller’s knowledge, threatened, with regard to the Property or Improvements or any portion thereof.
- (i) There are no contracts, leases (other than the Lease to be executed between Seller and Purchaser at Closing), service contracts or agreements of any kind relating to the Property that will be binding on Purchaser after the Closing.
- (j) The operating statements and financial statements delivered or made available to Purchaser by Seller show all material items of operating income and expense incurred in connection with the ownership, operation, and management of the Property for the periods indicated and are true, correct, and complete in all material respects. No material adverse change has occurred from the respective dates of such statements to the date hereof.
- (k) Seller has all governmental licenses, permits and certificates necessary for the use, occupancy and operation of the Land and Improvements in their current condition (including, without limitation, all certificates of occupancy), all of which are in full force and effect, and to the best of Seller’s knowledge, Seller has not taken or failed to take any action that would result in their revocation, and has not received any written notice of an intention to revoke any of them. To the best of Seller’s knowledge, neither the Land and Improvements nor the use thereof violates any governmental law or regulation (including, without limitation, the Americans with Disabilities Act) or any covenants or restrictions encumbering the Land or Improvements. Seller has not received any written notice from any insurance company or underwriter, nor is it aware, of any defects in the Improvements that would materially adversely affect the ability to insure any of the Improvements or cause an increase in insurance premiums.
- (l) Seller has good, marketable and insurable title to the Property. Seller has no written notice or knowledge that: (i) the use being made of the Property at present is not in conformity with the certificates of occupancy issued for the Property; (ii) any required certificates and permits of such type have not been issued, are not in full force; and (iii) the Property does not comply

with all building, fire, zoning and other ordinances and regulations applicable thereto. Seller has no written notice or knowledge that the Property and the present use and condition thereof violate any applicable deed restrictions or other covenants, restrictions or agreements, site plan approvals, zoning or subdivision regulations or urban development plans that are applicable to the Property. To the best of Seller's knowledge, neither the Land and Improvements nor the use thereof violates any governmental law, ordinance or regulation (including, without limitation, the Americans with Disabilities Act) or any covenants or restrictions encumbering the Land or Improvements. Seller has not received any written notice from any insurance company or underwriter, nor is it aware, of any defects in the Improvements that would materially adversely affect the ability to insure any of the Improvements or cause an increase in insurance premiums.

- (m) To the best of Seller's knowledge, copies of all documents containing information material to the construction, ownership or operation of the Property and which are in Seller's possession or to which Seller or its agents or employees have reasonable access have been delivered or made available to Purchaser, and to the best of Seller's knowledge, are complete copies of such records as maintained by Seller.

For purposes of the above, references to the "knowledge" of Seller, the "best of Seller's knowledge", or "Seller's knowledge" and the like, shall refer only to the actual knowledge of the Seller's Designated Representative (as defined below), without investigation being made into the accuracy or inaccuracy of such representation and warranty or the facts pertaining thereto, and shall not be construed, by imputation or otherwise, to refer to the knowledge of any other officer, director, agent, manager, member, shareholder, representative or employee of Seller or any affiliate thereof. As used herein, the term "**Seller's Designated Representative**" shall refer to Corey Parker, Seller's Chief Operating Officer. Under no circumstances shall the Seller's Designated Representative have any personal obligations or liabilities under this Agreement or otherwise, and Purchaser waives all claims against the Seller's Designated Representative.

SUBJECT TO SELLER'S REPRESENTATIONS AND WARRANTIES PROVIDED FOR ABOVE, IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER, EXPRESSED OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE (OTHER THAN THE SPECIAL WARRANTY OF TITLE TO BE SET FORTH IN THE DEED), ZONING, TAX CONSEQUENCES, LATENT OR PATENT PHYSICAL OR ENVIRONMENTAL CONDITION, UTILITIES, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, THE COMPLIANCE OF THE PROPERTY WITH GOVERNMENTAL LAWS, THE TRUTH, ACCURACY OR COMPLETENESS OF THE DOCUMENTS OR ANY OTHER INFORMATION PROVIDED BY OR ON BEHALF OF SELLER TO PURCHASER, OR ANY OTHER MATTER OR THING REGARDING THE PROPERTY. PURCHASER ACKNOWLEDGES AND AGREES THAT, SUBJECT TO THE TERMS OF THIS AGREEMENT, SELLER SHALL SELL AND CONVEY TO PURCHASER AND PURCHASER SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS".

5.2 Purchaser's Representations and Warranties. Purchaser represents and warrants to Seller as follows:

- (a) Neither the execution and delivery of this Agreement by Purchaser nor the consummation of the transactions contemplated hereby will result in any breach or violation of or default under any judgment, decree, order, mortgage, lease, agreement, indenture or other instrument to which Purchaser is a party.
- (b) Purchaser has the full right, power and authority to enter into this Agreement, to purchase the Property as provided for in this Agreement and to consummate the transactions contemplated hereby. This Agreement is a valid and binding obligation of Purchaser and is enforceable against Purchaser in accordance with its terms.

- (c) Purchaser is solvent, is able to pay its debts as they become due, has capital sufficient to carry on its business as presently conducted and proposed to be conducted. No order has been made or petition presented, or resolution passed, for the winding up or liquidation of Purchaser and there is not outstanding: (i) any petition or order for the winding up of Purchaser; (ii) any appointment of a receiver over the whole or part of the undertaking of assets of Purchaser; (iii) any petition or order for administration of Purchaser; (iv) any voluntary arrangement between Purchaser and any of its creditors regarding the restructuring of indebtedness or other obligations; and (v) Purchaser will not be rendered insolvent by the transactions contemplated by this Agreement.

5.3 Breach of Representations and Warranties; Survival. Each party warrants that each of the foregoing representations and warranties made by it in this Article 5 is true as of the date of this Agreement and will also be true, in all material respects, as of the Closing. All of the respective representations and warranties of Seller and Purchaser hereunder, and all of their respective rights and remedies with respect to the incorrectness or breach thereof, shall survive the Closing Date for a period of one (1) year from the Closing Date. Purchaser is relying on each and all of the representations and warranties made herein on behalf of Seller as a material inducement to Purchaser's execution hereof. If there is a breach of, or material inaccuracy in, any of the representations and warranties, then in addition to all other remedies available to Purchaser, Purchaser shall also have the right to terminate this Agreement by written notice to Seller, in which event the Earnest Money shall be immediately returned to Purchaser and, thereupon, neither party shall have any further obligation or liability to the other.

ARTICLE 6 ONGOING OPERATIONS AND RISK OF LOSS

6.1 Ongoing Operations. From the Effective Date through the Closing Date:

- (a) Seller shall maintain the Land, Improvements and Personal Property in substantially the same condition as of the Effective Date and shall not take any action which would cause the Land or Improvements not to comply with applicable laws, codes, statutes and governmental rules, regulations and requirements. Except as necessary to comply with the preceding sentence, to effect restoration in cases of emergency, to protect against personal injury or property damage, or to restore or repair any casualty as provided in Section 6.2 hereof, Seller shall not make or permit any material alterations to the Land or Improvements or any portion thereof without Purchaser's prior written consent, which consent shall not be unreasonably withheld. Neither Seller, nor its employees, agents or contractors, shall take or fail to take any action with intent of causing Seller's representations or warranties to become untrue in any material respect or with the intent of causing one or more of Purchaser's conditions to Closing to be unsatisfied. If any governmental authority issues a notice or citation to Seller for Improvements not being in compliance with applicable laws, codes, statutes or any governmental rules, regulations and requirements, Seller shall promptly correct the condition giving rise to the notice or citation.
- (b) Seller shall maintain in existence all licenses, permits and approvals necessary or reasonably appropriate to the ownership, operation or improvement of the Land and Improvements as well as all insurance currently affecting the Land, Improvements and Personal Property.
- (c) Seller shall not solicit offers, list for sale, or negotiate the sale or refinancing of any of the Property with any other party unless and until either party terminates this Agreement in accordance with its terms.
- (d) Seller shall not enter into any leases or subleases with respect to the Property or other contracts, including, without limitation, service contracts, affecting the Property, without Purchaser's prior written consent, unless the contract can be terminated by Purchaser at Closing without penalty.

6.2 Casualty. Risk of loss up to and including the Closing Date shall be borne by Seller. Seller shall promptly give Purchaser written notice of any damage to any of the Land or Improvements, describing such damage, stating whether such damage and loss of rents is covered by insurance and the estimated cost of repairing such damage. In the event of any “material damage” (described below) to any of the Land or Improvements, Purchaser may, at its option, by notice to Seller given within ten (10) business days after Seller has provided the above described notice (and if necessary the Closing Date shall be extended to give Purchaser the full ten (10) business day period to make its election): (i) terminate this Agreement, in which case the Earnest Money shall be immediately delivered to Purchaser; or (ii) proceed under this Agreement, receive any insurance proceeds (including any rent loss insurance applicable to any period on and after the Closing Date) due Seller as a result of such damage and receive a credit at Closing for any deductible amount under said insurance policies. If Purchaser fails to timely make such election, Purchaser shall be deemed to have elected to terminate this Agreement. If any of the Land or Improvements is not materially damaged, then (i) Purchaser shall not have the right to terminate this Agreement and (ii) at Closing, Purchaser shall receive any insurance proceeds (including any rent loss insurance applicable to any period on and after the Closing Date) due Seller as a result of such damage and receive a credit at Closing for any deductible amount under said insurance policies. Material damage and materially damaged means, with respect to any Improvements, damage that: (a) in Purchaser’s reasonable estimation, exceeds \$100,000 to repair; (b) in Purchaser’s reasonable estimation, will take longer than ninety (90) days to repair; or (c) is not insured.

6.3 Condemnation. In the event any proceedings in eminent domain are contemplated, threatened or instituted against any portion of the Land or Improvements so as to constitute a Material Condemnation (as defined below) by anybody having the power of eminent domain, Purchaser may, at its option, by notice to Seller given within ten (10) business days after Seller providing written notice to Purchaser of such proceedings together with all relevant information concerning such proceedings (and if necessary the Closing Date shall be extended to give Purchaser the full ten (10) business day period to make such election): (i) terminate this Agreement, in which case the Earnest Money shall be immediately delivered to Purchaser, or (ii) proceed under this Agreement, in which event Seller shall, at the Closing, assign to Purchaser its entire right, title and interest in and to any condemnation award, and Purchaser shall have the sole right during the pendency of this Agreement to negotiate and otherwise deal with the condemning authority in respect of such matter. If Purchaser fails to timely make such election, Purchaser shall be deemed to have elected to terminate this Agreement as provided above. Material Condemnation means, with respect to any of the Land or Improvements, condemnation by eminent domain which in Purchaser’s reasonable estimation materially and adversely affects the use, operation or value of any property comprising the Land and Improvements.

ARTICLE 7 PURCHASER’S CONDITIONS TO CLOSING

7.1 Conditions to Purchaser’s Obligation to Close. Purchaser’s obligation to close on the purchase of the Property is conditioned on the following:

- (a) Seller shall have performed all of the covenants and obligations to be performed by Seller under this Agreement at or before the Closing, and the representations and warranties of Seller set forth in this Agreement shall be true in all material respects on and as of the Closing Date;
- (b) There shall have been no material adverse change from the Effective Date in the condition of the Property, other than as a result of a casualty or condemnation which shall be governed by Sections 6.2 and 6.3 hereof.

If one or more of the conditions set forth above in this Section 7.1 has not been satisfied as of the Closing Date, then Purchaser may, in its sole discretion, terminate this Agreement by delivering written notice of such termination to Seller at any time on or before the Closing Date, in which case, the Earnest Money shall be immediately returned to Purchaser and neither party shall have any further rights or obligations hereunder,

except that if the failure to satisfy any such condition is due to a breach or default by Seller of any of its covenants, agreements, representations, warranties or other obligations hereunder, then the provisions of Section 9.2 shall apply.

7.2 Waiver of Conditions. At any time or times, Purchaser may elect to waive in writing the benefit of any of the conditions set forth in Section 7.1. Purchaser shall not be deemed to have waived any such condition, unless such waiver is set forth in a written document signed by Purchaser or its agent, and then only to the extent expressly set forth in such writing. If Purchaser waives any such condition, such waiver shall not relieve Seller from, or modify or affect, Seller's other covenants and obligations under this Agreement, and such covenants and obligations shall survive such waiver and the Closing.

7.3 Conditions to Seller's Obligation to Close. Seller's obligation to close on the sale of the Property is conditioned on the following:

- (a) Purchaser shall have performed all of the covenants and obligations to be performed by Purchaser under this Agreement at or before the Closing, and the representations and warranties of Purchaser set forth in this Agreement shall be true in all material respects on and as of the Closing Date;
- (b) Purchaser shall deliver at Closing the Promissory Note, Mortgage and the Lease, properly executed and notarized, as required.

ARTICLE 8 THE CLOSING

8.1 Definition: Time and Place. The performance by Seller and Purchaser of their respective obligations under this Agreement directly or through the completion of the escrow deposits required of them to be made and the delivery of the Purchase Price to Seller by the Closing Escrowee, shall constitute the closing of the sale (the "Closing"). The date of the Closing (the "Closing Date") shall be fifteen (15) days after the expiration of the Review Period or such other date as agreed to by Seller and Purchaser in writing (the "Closing"). The Closing shall take place at a location mutually agreed to by the parties.

8.2 Possession. Possession of the Property shall be delivered at the Closing, subject to Seller's rights under the Lease.

8.3 Escrow. This sale shall be closed through a "New York style" escrow (the "Closing Escrow") with the Escrowee, in accordance with the general provisions of the usual form of escrow agreement then in use by the Escrowee, with such special provisions inserted in the escrow agreement as may be required to conform with this Agreement (the "Escrow Agreement"). The Closing Escrow and the Escrow Agreement shall be auxiliary to this Agreement, and this Agreement shall not be merged into nor in any manner superseded by the Closing Escrow or the Escrow Agreement. Upon the creation of the Closing Escrow, payment of the Purchase Price and delivery of the Deed (as hereinafter defined) and other closing documents shall be made through the Closing Escrow and the Earnest Money shall be deposited in the Closing Escrow. The attorneys for the parties are hereby authorized to execute the Escrow Agreement and any amendments thereto. Each party shall have the right to inspect all documents prior to or at the time of deposit in the Closing Escrow. The escrow fee for the Closing Escrow shall be shared equally by the parties.

8.4 Documents To Be Delivered By Seller At Closing. At the Closing, Seller shall deliver or cause to be delivered to Purchaser directly or, if either party elects, through the Closing Escrow, the following, each of which shall be in form reasonably satisfactory to Purchaser and (if applicable) the Title Insurer:

- (a) a Special Warranty Deed (the Deed) duly executed and acknowledged by Seller, conveying the Land and Improvements to Purchaser or its designee subject only to the Permitted Exceptions;

- (b) a Bill of Sale duly executed and acknowledged by Seller, conveying the Personal Property to Purchaser or its designee;
- (c) an Assignment of Permits and Intangible Property in a form reasonably acceptable to both parties, duly executed and acknowledged by Seller as well as an assignment of any existing and assignable roof warranties;
- (d) the Title Policy;
- (e) evidence of the authorization of Seller as to the execution of this Agreement and the sale of the Property to Purchaser and the performance of other acts required hereunder;
- (f) an affidavit to the effect that Seller is not a foreign person under Section 1445(b) of the United States Internal Revenue Code;
- (g) to the extent in Seller's possession or reasonably obtainable by Seller or its agent's, copies of all plans, drawings and specifications of or relating to the Property and Improvements;
- (h) the warranties and other documents constituting or evidencing the Intangible Property assigned to Purchaser pursuant to the Assignment of Permits and Intangible Property;
- (i) such other instruments and documents, including, but not limited to, an ALTA Statement and Gap Undertaking, as may be reasonably required by the Title Insurer in order to issue the Title Policy in the form required pursuant to Section 4.3 hereof;
- (j) a certificate signed by Seller, certifying that as of the Closing Date, the representations and warranties of Seller set forth in this Agreement are true and correct;
- (k) to the extent the Property is encumbered by a declaration of covenants, conditions and restrictions or the like, a paid assessment letter from the association in its standard form evidencing all assessments of any kind that are due and owing have been paid in full by Seller (or will be paid by Seller at Closing), and, to the extent the association routinely furnishes estoppel certificates to buyers, an estoppel certificate in its standard form; and
- (l) all other documents required to be executed and/or delivered by Seller pursuant to other provisions of this Agreement or the Escrow Agreement.

8.5 Documents To Be Delivered By Purchaser At Closing. At the Closing, Purchaser shall deliver or cause to be delivered to Seller directly, or if either party elects through the Closing Escrow, the following, each of which shall be in form reasonably satisfactory to Seller and (if applicable) the Title Insurer:

- (a) the Purchase Price, plus or minus adjustments, credits and prorations as provided for herein; and
- (b) all other documents required to be executed and/or delivered by Purchaser pursuant to other provisions of this Agreement or the Escrow Agreement.
- (c) the Promissory Note and Mortgage.

8.6 Documents to be Jointly Delivered by Seller and Purchaser at Closing. At the Closing, Seller and Purchaser shall each execute and deliver, directly, or if either party elects, through the Closing Escrow, the following, each of which shall be in form reasonably satisfactory to both parties and (if applicable) the Title Insurer:

- (a) applicable transfer tax declarations for the State of Illinois, Cook County, Illinois and any necessary municipal transfer tax declarations, if any; and

- (b) a Closing Statement.
- (c) the Lease.

ARTICLE 9 DEFAULTS; REMEDIES

9.1 Purchaser's Default. If Purchaser is in default under this Agreement and such default is not cured within five (5) Business Days after written notice of such default is given by Seller to Purchaser, then Seller may, as its sole and exclusive remedy, terminate this Agreement, in which case, the Earnest Money shall be delivered to Seller as liquidated damages and as Seller's sole and exclusive remedy. The parties acknowledge that Seller's actual damages in the event of a default by Purchaser under this Agreement will be difficult to ascertain, and that Seller's receipt of the Earnest Money as liquidated damages represents the parties' best estimate of such damages. The parties agree that the foregoing provisions of this Section 9.1 are reasonable in light of the intent and circumstances surrounding the execution of this Agreement, and Seller expressly acknowledges and agrees that its rights and remedies shall be limited as set forth above in this Section 9.1.

9.2 Seller's Default. If the transaction contemplated hereby does not close by reason of a default by Seller in any of the terms hereof, and such default is not cured within five (5) Business Days after written notice of said default is given by Purchaser to Seller, then Purchaser may: (a) terminate this Agreement, in which case, Purchaser shall receive a return of all of the Earnest Money, and Seller shall immediately reimburse Purchaser for all of Purchaser's reasonable documented out-of-pocket expenses incurred in connection with this transaction, including its legal fees and due diligence investigations, as well as reimbursing Purchaser for any non-refundable fees, deposits or other charges deposited with its lender, not to exceed \$50,000; and/or (b) pursue against Seller any rights or remedies available at law or in equity, including, without limitation, an action to compel Seller's specific performance of this Agreement. Purchaser's rights and remedies are cumulative and may be exercised in such order or concurrently as Purchaser may elect.

9.3 Post-Closing Defaults. Nothing contained in this Article 9 shall limit or restrict either party's rights or remedies with respect to a breach or default which first occurs after the Closing or of which the non-defaulting party first obtains actual knowledge after the Closing, and for any such breach or default, the non-defaulting party shall be entitled to any and all rights and remedies available at law or in equity.

9.4 Costs of Enforcement. In the event any action or proceeding is brought by either party to enforce or interpret the terms of this Agreement, the prevailing party in such action or proceeding shall be entitled to have all of its costs, fees (including, without limitation, attorneys' fees) and expenses, paid or reimbursed by the non-prevailing party.

ARTICLE 10 MISCELLANEOUS

10.1 Payment of Real Estate Brokers and Consultants. Each party represents to the other that, no real estate broker has been used in connection with this transaction. Purchaser and Seller agree to indemnify, defend and hold the other harmless from and against any claim for a real estate broker's commission or fee by any party claiming to have represented Purchaser or Seller in connection with this transaction. The indemnification obligations under this Section 10.1 shall survive the Closing or any termination of this Agreement for any reason whatsoever. Seller acknowledges that principals of Purchaser are real estate brokers or salespeople and licensed in Illinois.

10.2 Notices. All notices and other communications which are required to be, or which may be, given under this Agreement shall be in writing, and shall be delivered at the addresses set out hereinbelow. Notice may be given by personal delivery, recognized overnight courier, by United States mail in the manner set forth below or by email transmission. Notice shall be deemed to have been duly given (a) if by personal

delivery, on the first to occur of the date of actual receipt or refusal of delivery by any person at the intended address, (b) if by overnight courier, on the first (1st) Business Day after being delivered to a nationally-recognized overnight courier, (c) if by mail, on the second (2nd) Business Day after being deposited in the United States mail, certified or registered mail, return receipt requested, postage prepaid, (d) if by email, on the date such email is sent addressed as follows:

If to Seller: American Association of Neurological Surgeons
5550 Meadowbrook Industrial Court
Rolling Meadows, IL 60008
Attention: Katie O. Orrico, CEO
Email: korricoo@aans.org

with a copy to: Ice Miller LLP
200 W. Madison Street, Suite 3500
Chicago, Illinois 60606
Attn: Michael Chabraja
Email: michael.chabraja@icemiller.com

If to Purchaser: 180 Chicago Church
119 S. Emerson Street, Suite 180
Mt. Prospect, IL 60056
Attention: Scott Fowle
Email: scott@180chicago.church

with a copy to: DKMO LLC
John E. O'Connor
11 S. Dunton Ave
Arlington Heights, IL 60005
Email: joconnor@dkmolaw.com

or to such other address as either party may from time to time specify as its address for the receipt of notices hereunder, in a notice to the other party. Notices may be sent by and to an attorney for a party from the firms identified above and when so sent shall be deemed notice by the party so represented.

10.3 Assignment. Purchaser shall have the right to assign this Agreement, and all of Purchaser's rights hereunder, to an entity which directly or indirectly controls, is controlled by, or is under common control with Purchaser ("Assignee"), without the consent of Seller; provided however that, Purchaser shall not be released from the terms and conditions of this Agreement. Purchaser shall notify Seller of any assignment to Assignee no less than ten (10) days prior to the Closing, and Seller shall thereafter perform all of its obligations to Assignee as if Assignee were the purchaser pursuant to this Agreement.

10.4 Leaseback. Seller has informed Purchaser that Seller desires to remain in possession of the approximately 11,000 square feet of the Premises after the date of Closing ("Leased Space"), which area is shown in Exhibit B hereto. The concept of the Seller remaining in possession of the Leased Space after the date of Closing is acceptable to the Purchaser provided that Seller and Purchaser agree upon the terms of a lease (the "Lease") during the Review Period. During the first fifteen (15) business days of the Review Period, Purchaser shall deliver to Seller a draft of such a Lease which will contain various terms which terms shall include, but shall not be limited to, the following:

- i. Term. Seven (7) years.
- ii. Base Rent. \$14.00 sq ft.
- iii. Additional Rent. During the lease term, Seller shall be responsible for all operating expenses, upkeep, utility charges, insurance premiums and maintenance and replacement expenses for the Leased Space. During each month of the lease term, Seller shall deposit with Purchaser 1/12th of the estimated additional rent.
- iv. In the event Seller and Purchaser are unable to agree upon the terms of the Lease during the Review Period, either party hereto shall have the right to terminate this Agreement by providing written

notification thereof to the other party during the Review Period in which event, the Earnest Money shall be returned to the Purchaser subject to and in accordance with the terms of this Agreement and neither party shall have any further duties or obligations hereunder except for such duties and obligations which are expressly identified herein as surviving any such termination.

10.5 Entire Agreement. This Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof, except as may be set forth in a written instrument executed by all parties contemporaneously with or subsequent to this Agreement. This Agreement shall not be construed more strictly against one party hereto than against the other party merely by virtue of the fact that it may have been prepared primarily by counsel for one of the parties. It is understood and recognized that both parties have contributed substantially and materially to the preparation of this Agreement.

10.6 Severability. If any term or provision of this Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Agreement and other applications thereof shall not be affected thereby.

10.7 Captions; Number. The captions contained in this Agreement are for the convenience of reference only, and shall not affect the meaning, interpretation or construction of this Agreement. As used in this Agreement, the singular form shall include the plural and the plural shall include the singular, to the extent that the context renders it appropriate.

10.8 Counterparts. This Agreement may be executed in two more counterparts, which may be delivered electronically in portable document format (.pdf) each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

10.9 Governing Law; Venue. This Agreement has been executed and delivered and is to be performed, in the State of Illinois, and this Agreement and all rights, obligations and liabilities hereunder shall be governed by, and construed in accordance with, the internal laws of the State of Illinois. Each party hereby irrevocably waives any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement brought in any federal or state court sitting in Cook County, Illinois.

10.10 Time of the Essence. Time is of the essence of this Agreement.

10.11 Modification. The provisions of this Agreement may not be amended, changed or modified orally, but only by an agreement in writing signed by all of the parties hereto.

10.12 Waiver. Except as otherwise expressly provided in this Agreement, no waiver by a party of any breach of this Agreement or of any warranty or representation hereunder by the other party shall be deemed to be a waiver of any other breach by such other party (whether preceding or succeeding and whether or not of the same or similar nature) and no acceptance of payment or performance by a party after any breach by the other party shall be deemed to be a waiver of any breach of this Agreement or of any representation or warranty hereunder by such other party whether or not the first party knows of such breach at the time it accepts such payment or performance. Except as otherwise expressly provided in this Agreement, no failure or delay by a party to exercise any right it may have by reason of the default of the other party shall operate as a waiver of default or modification of this Agreement or shall prevent the exercise of any right by the first party while the other party continues to be so in default.

10.13 Business Days. If any date specified in this Agreement for the Closing Date or for commencement or expiration of time periods for termination or approvals or for notice occurs on a day other than a Business Day, then any such date shall be postponed to the next following Business Day. As used herein, "Business Day" shall mean any day other than a Saturday, Sunday or a holiday observed by national banks or the Title Insurer.

10.14 Cooperation In Exchange. In the event that Seller or Purchaser are under contract with a qualified intermediary for the purpose of effecting a tax-deferred exchange in accordance with Section 1031 of the United States Internal Revenue Code of 1986, as most recently amended, each party consents to the assignment of this Agreement to such intermediary. Furthermore, each party shall cooperate with the other to accomplish such exchange and perform any acts reasonably necessary to assist in such exchange, provided that neither party shall be required to accept title to any property other than the Property, expend any additional amounts of money above those amounts required pursuant to this Agreement, extend the Closing Date, and further provided that each party defend, indemnify and hold the other harmless from and against expenses, costs and damages of any kind (including attorney's fees) suffered by either by reason of the performance of, or failure to perform, any acts of cooperation necessitated by this Section. Each party agrees to sign a Notice of Assignment prior to Closing confirming that such party has received the Notice of Assignment and consents to the assignment.

10.15 Offer: Effectiveness. The execution of this Agreement by the first party to do so and delivery thereof to the other party constitutes an offer to purchase or sell, as the case may be, and shall be automatically revoked unless the party to which the offer is made shall execute and deliver its executed counterpart of this Agreement to the offering party at the address given for notice herein on or before 5:00 p.m. local time, on the date which is 5 days after the date on which the offering party has executed this Agreement as first set forth above.

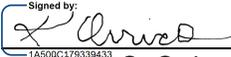
10.16 Waiver of Right to Jury Trial. Each of the parties hereto acknowledge and agree that any controversy which may arise under this Agreement or with respect to the transaction contemplated herein would be based upon difficult and complex issues and therefore, the parties agree that any court proceeding arising out of any such controversy will be tried in a court of competent jurisdiction by a judge sitting without a jury.

NO MORE TEXT ON THIS PAGE

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

SELLER:

AMERICAN ASSOCIATION OF NEUROLOGICAL SURGEONS, INC., an Illinois not-for-profit corporation

By:  _____
Katie O. Orrico
Its: Chief Executive Officer

PURCHASER:

180 CHICAGO CHURCH

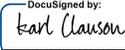
By:  _____
Karl Clauson
Its: Lead Pastor

EXHIBIT A

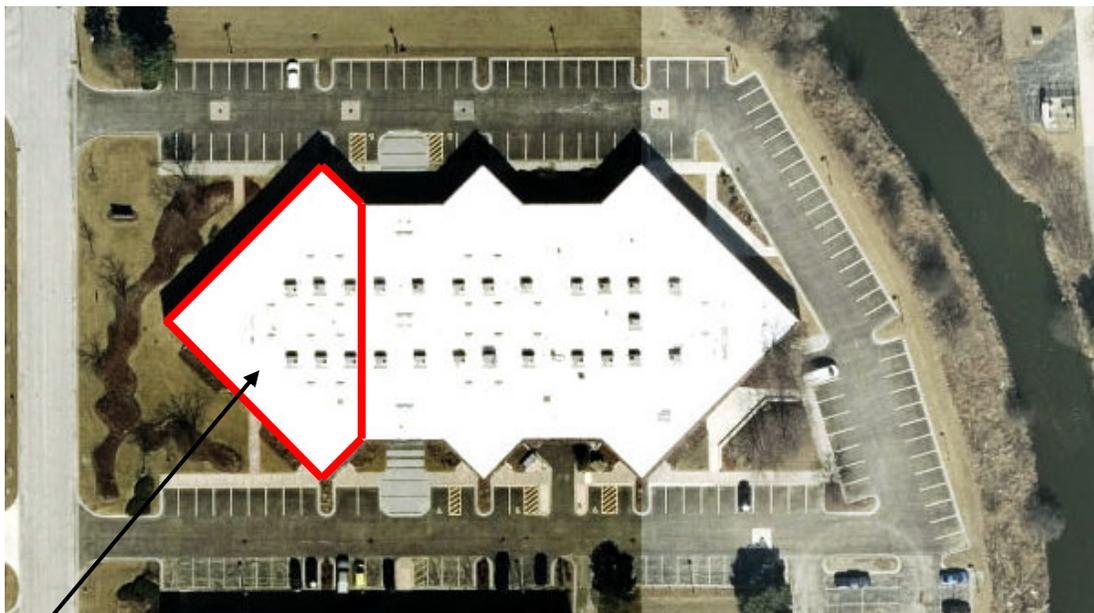
LEGAL DESCRIPTION OF THE PROPERTY

LOT 12 IN MEADOWBROOK, BEING A SUBDIVISION OF PART OF THE SOUTH ½ OF SECTION 8, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 24, 1981 AS DOCUMENT 25815283, AND CORRECTED BY CERTIFICATE OF CORRECTION RECORDED AS DOCUMENT 25939524, ALL IN COOK COUNTY, ILLINOIS.

Tax I.D.: 08-08-402-027

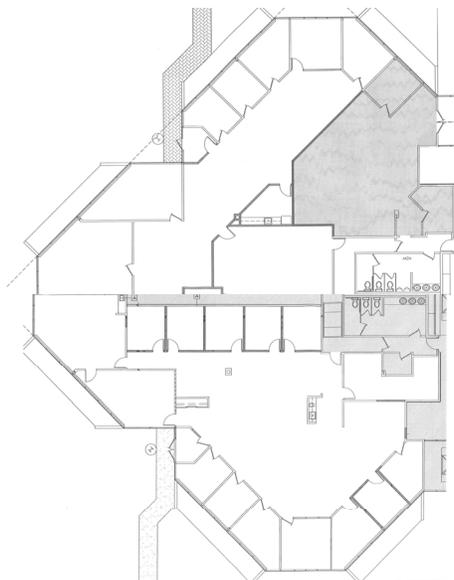
Address: 5550 Meadowbrook Industrial Court
Rolling Meadows, IL 60008

EXHIBIT B
LEASED SPACE



Approximate area of the building to be leased by American Association of Neurological Surgeons, Inc.

Interior of Premises Area:



Community Development Department

This letter is in opposition to rezoning on Meadowbrook Dr. for a religious institution. This is not an opposition to the rezoning based on religion, but traffic concerns.

We live in Elizabeth Place. While we are happy to have local businesses in our area (ATS, Komori and U.S. Waterproofing), the auto traffic has already increased a number of times per day. Add to that the semi traffic down Meadowbrook and Lois Dr. to get to Golf Rd.. These semis constantly park on Lois Dr. all day and overnight. This creates a safety issue for the school buses that pull in and out of Elizabeth Place for the school children. Lois Dr. via Meadowbrook seems to be a shortcut from Algonquin to either Golf or New Wilke for many cars.

Traffic flow on Meadowbrook and Algonquin has already been impacted by the opening of the Drive car wash. In addition you have allowed an urgent care/medical facility to open on this same corner. While not yet open this will also add to traffic concerns at the corner of Meadowbrook and Algonquin. You may say that you will add a traffic light to this corner, but it will not stop the number of cars using this area. I am also concerned that many cars will then use Elizabeth Place as a shortcut to avoid Meadowbrook. We certainly don't need a 248 seat auditorium adding to the existing congestion. Will the overflow parking for this facility impact the rest of the area? I don't see the acreage available for large scale parking.

In addition to the traffic concern is the environmental concern. This facility will be built right on Salt Creek and would impact not only our direct area but Busse Woods downstream.

I am sure there are other existing vacant buildings in our area better suited for this type of auditorium and parking. Please check into rezoning one of those.

Sincerely,
Colleen and John Spagnola
5631 Lavender Ct.



Planning and Zoning Commission
Workshop/Discussion
Townhome Redevelopment Proposal
Address: 2401 Rohlwing Road
Tuesday, February 3, 2026

1. Executive Summary

The property owner of 2401 Rohlwing Road, Mederbek Zhaparov (“**Applicant**”), wishes to discuss a preliminary site plan concept for the redevelopment of the property to include 16 three-story townhomes, new landscaping. The large site has been on the market several times within the past two years, and staff have received multiple redevelopment inquiries.

2. Context and Location

Project Overview



The site is within the R-2 (single family) Zoning District, and is approximately 64,000 square feet (1.45 acres). The property is surrounded by single family residences (R-2) at the north, east, and west, and multifamily (R-4) properties to the south across Emerson.

The preliminary proposal transitions the current low-density single-family residential site into a 16-unit townhome complex. This development will be situated on the corner of Rohlwing Road and Emerson Avenue and would include primary access through the use of two driveways off of Emerson.



Proposed Site Changes

The preliminary plan indicates a transformation of the existing lot:

- Replaces the existing single-family structure and non-conforming coach-house/garage structure with three multi-unit residential buildings with integrated double garages.
- Infrastructure: A new internal road system would be established, providing two points of ingress/egress off Emerson Avenue.
- Open Space & Amenities: A dedicated detention area is located at the northeast corner of the property to manage stormwater runoff (subject to MWRD and Civil Engineering).
 - The plan also includes a mini-playground area for residents as well as a picnic and patio space near the detention facility.
 - Curving walkways or landscaped paths surround the residential blocks.
- Parking: In addition to the internal unit garages, there are 8 designated guest parking spaces located centrally within the complex.
- Trees & Landscaping: The preliminary site plan shows considerable tree removal; revisions to the site plan will be regulated by the City's Landscaping and Tree Preservation Ordinances, and will undergo review by Public Works and Community Development before formal applications are submitted.

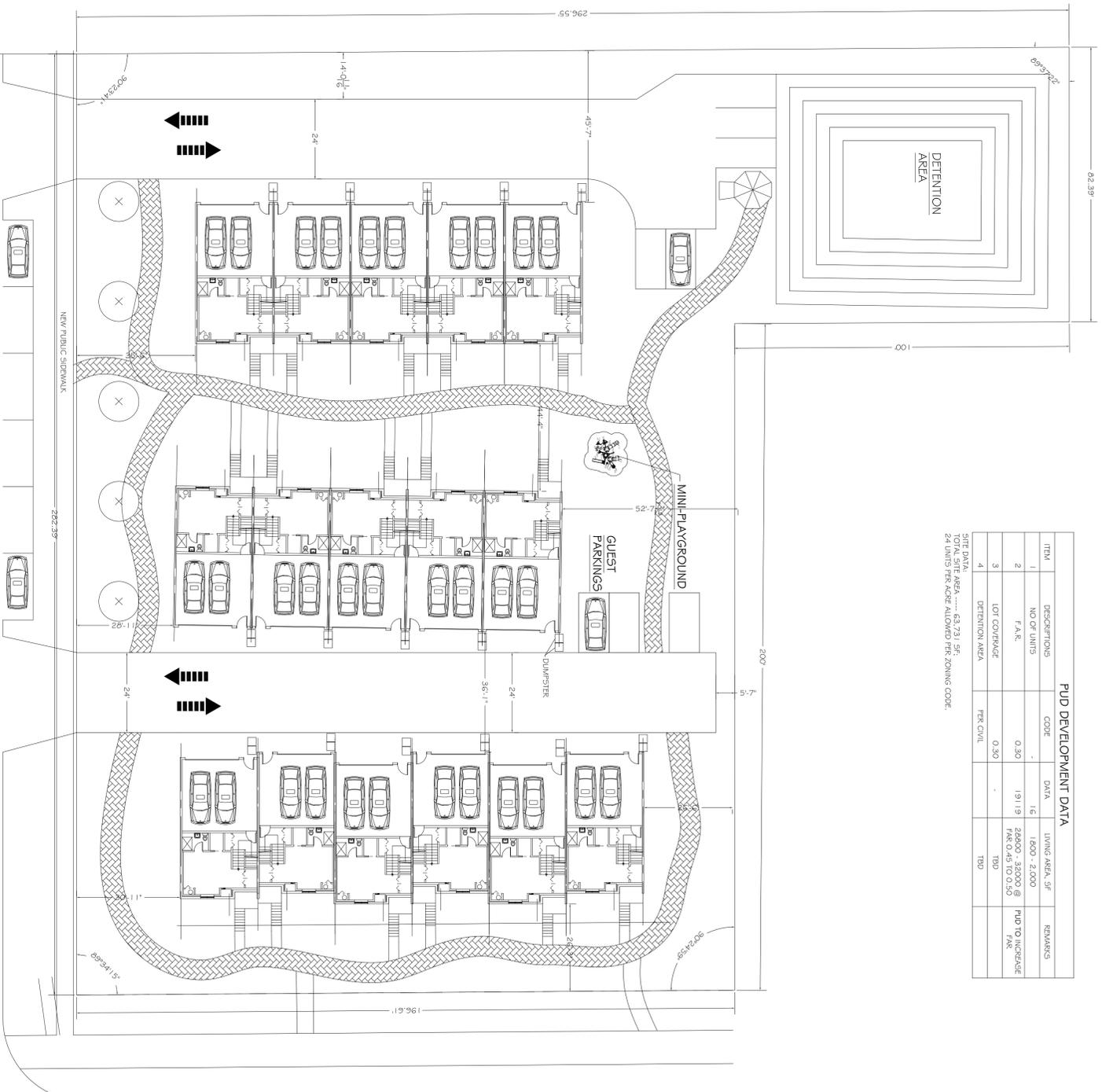
Zoning & Regulatory Requirements

To move forward with the development, several zoning petitions would be required:

- **Map Amendment (Rezoning):** A change from R-2 (Single Family) to R-4 (Townhouse) is required to permit the proposed density.
- **Planned Development (PUD) Application:** This will allow for the specific site configurations and administration, and may permit deviations from the underlying zoning, however may also require public improvements
- **Condominium Plat:** A formal plat will be required to define the individual ownership of units or common areas within the development.

3. Commission Direction

The Commission should discuss the proposal's zoning and development appropriateness and provide feedback to the applicant.



PUD DEVELOPMENT DATA

ITEM	DESCRIPTIONS	CODE	DATA	LIVING AREA, SF	REMARKS
1	NO OF UNITS	-	16	1,600 - 2,000	
2	F.A.R.	0.30	1.91 9	24000 - 33000 @ FAR 0.45 TO 0.50	PUD TO INCREASE FAR
3	LOT COVERAGE	0.30	-	TBD	
4	DETENTION AREA	PER CIVIL	-	TBD	

SITE DATA:
TOTAL SITE AREA 63,731 SF
24 UNITS PER ACRE ALLOWED PER ZONING CODE.

EMERSON AVE.

ROHLWING ROAD

GOLDENBRICK LLC	
PROJECT NAME	GOLDENBRICK APTS. DEVELOPMENT
PROJECT ADDRESS	2401 ROHLWING ROAD, ROLLING MEADOWS, IL.
OWNER	ZHAFOROV
ARCHITECT	RAY H. C. FANG
DATE	1/19/2026
REV.	1

Rolling Meadows

Planning and Zoning Commission

Discussion Item: Comprehensive Plan Updates February 3, 2026

1. Executive Summary

The City of Rolling Meadows (“the City”) is beginning to prepare several updates to the City’s Comprehensive Plan in order to better align the document with future economic development and planning strategies for the Algonquin Road and Golf Road corridors. At this time, staff would like to discuss these possible Comprehensive Plan changes with the Planning and Zoning Commission to gauge their interest and receive feedback before finalizing an amendment at a future Commission meeting.

Algonquin Road Corridor

The City is currently pursuing the approval of two Tax Increment Financing (TIF) Districts along Algonquin Road to encourage redevelopment of certain properties along the corridor. To this end, the City has been working with S.B. Friedman Development Adviser, LLC, to study two areas along the corridor; the “Keystone and Algonquin” TIF area and the “Orchard and Algonquin” TIF area.

Keystone and Algonquin TIF Area



Orchard and Algonquin TIF Area



These areas have seen disinvestment over the years and have been determined to be eligible for the use of Tax Increment Financing. The next steps are for the City Council to hold public hearings and vote to implement these TIF Districts, which is expected to be adopted in April of this year. Approval of the TIFs would provide financial incentives for new development and redevelopment within these districts.

To complete the TIF approval process, the City would propose to amend the Comprehensive Plan's Future Land Use designations in some of these areas to align with current economic development strategies along the corridor. These changes must be in effect prior to approval or go into effect at the same time the TIF is approved.

Golf Road Corridor

The Golf Road Corridor remains one of four key sub-areas identified in the City's Comprehensive Plan as being subject to development pressures. These pressures stem from the area's business orientation, aging developments, and evolving economic conditions. Since the Plan's adoption in 2019, the corridor, particularly west of Interstate 90, has experienced significant transformation through corporate investment and property consolidation. East of Interstate 90, the corridor has received some renewed development interest, particularly within aging office structures, but also within some larger format commercial structures such as Meijer and the Pacifica redevelopment. 1600 Corporate

Center has been subject to redevelopment interest, which may include the provision of mixed use commercial and residential development that could connect commercial uses from the New Wilke/Golf junction to the Marketplace of Rolling Meadows planned development.

In the western portion of Golf Road, Arthur J. Gallagher has established a significant presence through acquisitions and consolidation into a unified campus, while School Health Corporation and BlueSky Restoration hold large office/warehousing facilities in the area. Finally, the Atrium Office Center (3800 Golf) has been the focus of intense interest for a future data center.

These development pressures are very different than when the Comprehensive Plan was approved in 2019, and so the City believes that a Comprehensive Plan update along Golf Road is warranted to better align the plan with future development and planning goals.

Respectfully Submitted,

Jordan Ellena

Deputy Director of Community Development, AICP
City of Rolling Meadows