



Village of Morton Grove

PLAN COMMISSION MEETING

Tuesday, March 19, 2024 - 7:00 P.M.

Flickinger Municipal Center, 6101 Capulina Avenue, Morton Grove, IL 60053

AGENDA

I. **CALL TO ORDER**

II. **APPROVAL OF MINUTES OF:** February 20, 2024

III. **PUBLIC HEARINGS:**

CASE: PC 24-02

PETITION: Request for approval of Special Use Permit for the operation of an indoor recreational facility at the property commonly known as 8150 Lehigh Avenue in Morton Grove, Illinois (PIN 10-20-300-037-0000) with a variation from Section 12-7-3:I for off-street parking, all within a M-2 General Manufacturing District, pursuant to Section 12-4-4:E. The applicant is Egret Badminton.

IV. **OTHER BUSINESS:** None

V. **CLOSE MEETING**

Note that all persons are welcome to attend the public meeting in-person as regularly scheduled.

Comments relating to this case may also be submitted no later than 12:00 p.m. on Tuesday, March 19, 2024, to bnolin@mortongroveil.org. All comments received in relation to this case will be read at the public hearing for consideration by the Plan Commission.

**MINUTES OF THE FEBRUARY 20, 2024
MEETING OF THE MORTON GROVE PLAN COMMISSION
MORTON GROVE VILLAGE HALL, 6101 CAPULINA AVENUE, MORTON GROVE, IL 60053**

Pursuant to proper notice in accordance with the Open Meetings Act, the regular meeting of the Plan Commission was called to order at 7:36 p.m. by Chairman Chris Kintner. Acting Secretary Zoe Heidorn called the roll.

Commissioners Present: Dorgan, Gabriel, Hussaini, Kintner, Liston, and Stein

Commissioners Absent: Mohr with notice

Village Staff Present: Brandon Nolin, Community Development Administrator; Zoe Heidorn, Assistant Village Administrator and Acting Secretary; Jim English, Manager of Building and Inspectional Services; and Rick Dobrowski, Fire Prevention Bureau Coordinator

Trustees Present: Minx, Thill, and Witko

Chairman Kintner asked for approval of the November 21, 2023 minutes. Commissioner Gabriel made a motion to approve the minutes as presented. Commissioner Stein seconded.

Chairman Kintner called for the vote.

Commissioner	Dorgan voting	aye
Commissioner	Gabriel voting	aye
Commissioner	Hussaini voting	abstain
Commissioner	Liston voting	aye
Commissioner	Stein voting	aye
Chairman	Kintner voting	aye

Chairman Kintner described the procedures for the meeting. The Village will present the case and the Plan Commission may ask questions of the applicant. Then, anyone from the audience will be allowed to provide comment to the Plan Commission on the case. The Commission's decision is a recommendation to the Village Board.

CASE: PC 24-01

PETITION: Request for approval of a Special Use Permit for a mixed use development with residential units on the upper floor and a drive-through facility in a C-1 General Commercial District pursuant to Section 12-4-3:D of the Morton Grove Municipal Code with variations for front setback (12-5-6:D), side setback (12-5-6:D), signage (10-10), and select landscaping requirements (12-11) for the property commonly known as 6724 Dempster Street (PIN 10-18-400-048, 10-18-400-056, 10-18-400-061, 10-18-400-062) in Morton Grove, Illinois. The applicant is 6724 Dempster LLC.

Brandon Nolin, Community Development Administrator, introduced the case. He explained that the applicant is requesting a Special Use Permit requesting the entitlement of a two-story mixed use development with up to five commercial spaces on the ground floor, one of which will be a restaurant served by an accessory drive-through facility, and six residential units on the upper floor for the 1.1-acre property commonly known as 6724 Dempster

Street. The application was submitted by the owner and operator of Joe Donut, a local donut shop that serves brunch and lunch at select locations. Joe Donut will occupy one of the first-floor commercial spaces.

Mr. Nolin said that, based on staff comments, the applicant has revised the site plan to provide a landscape plan that meets Village requirements, and to widen the east drive around the building for fire engine access. As currently proposed, the applicant is requesting variations for front yard and side yard setbacks that will allow for the proposed mixed use development to be constructed within a suburban context, including allowing for parking in the front.

Mr. Nolin noted that on February 1, the Traffic Safety Commission unanimously recommended approval of the application, and provided comments regarding potential restrictions to left turns onto Birch Ave. during peak hours, and regarding accessway lighting along Birch Ave. On February 6, the Appearance Commission also unanimously recommended approval of the application with the conditions that the applicant provide final materials to ensure compliance with lighting requirements, pylon sign size and location, the use of bird-friendly glass/window treatments, and ensure consistency between various application materials.

Mr. Nolin explained that should the Plan Commission recommend approval of this application, the staff report includes several recommended conditions to ensure compliance with direction from various commissions, subject to final approval by the Village Engineer and Village Administrator.

Commissioner Stein asked the applicant to clarify whether the project renderings or the elevations controlled, because there were discrepancies between them. He also asked if the two evergreen trees that appear to be located on the property are actually within the property boundary.

Nick Philippas of 6724 Dempster LLC, the applicant, responded that the trees are on Cook County Forest Preserves property, as far as he is aware. Antonio Fanizza, the applicant's architect, said that the renderings were completed early in the project and were submitted only to communicate a general appearance. The submitted elevations are accurate and should control.

Commissioner Gabriel asked if the brightness and loudness of the drive-through sign would affect residents to the north and west. He also asked the applicant to clarify the location of the drive-through sign.

Mr. Philippas confirmed the location of the proposed menu ordering board. He added that a majority of orders are made online ahead of pick-up and operate more like pick-up windows. Robert Bertog, the applicant's landscape architect, responded that the landscaping along the north lot line and the west lot line is dense and should help prevent light and sound trespass. He described the physical characteristics of the proposed landscape buffers.

Commissioner Gabriel added that the sound and brightness of the ordering terminal could be adjusted to ensure compliance with Village regulations and to mitigate impacts on adjacent residents.

Mr. Philippas agreed and noted that the ordering terminal was a fair distance from surrounding residential properties.

Commissioner Gabriel asked where snow storage would be located.

Mr. Philippas responded that due to the parking surplus, a handful of parking spaces could be used for snow storage in the winter. He added that the area had not seen much snow this year.

Commissioner Dorgan noted that the electric utility room was also being used for storage. He indicated that this seemed problematic and looked to the applicant and Village staff for comment.

Mr. Fanizza said that he did not believe this would be a problem. He said that they would provide a minimum of three feet of clearance.

Jim English, Manager of Building and Inspectional Services, said that storage can occur in an electrical closet. The occupant just needs to provide adequate clearance and ensure that the items being stored are appropriate and safe. He said that this would be addressed in detail in the formal permit review process.

Commissioner Gabriel asked staff to confirm that the split-zoning of the property would remain in place.

Mr. Nolin confirmed that staff recommended the split-zoning to remain in-place. This is not usually the case, as uniform zoning is typically desirable. However, accessory parking adjacent to a commercial use is a permitted use in the R-2 Single Family Residence District. In this case, the proposed use fits the residential zoning classification and maintaining the classification would prevent other commercial uses from being allowed close to existing single-family residences in the future.

Commissioner Hussaini asked the applicant to describe how residents and tenants would have a safe pathway to the trash enclosure at the northeast corner of the property. He noted that as currently designed, pedestrians would have to unsafely cross traffic lanes.

Mr. Fanizza said that usually this is handled through islands or striping. In this case, they could add some striping to provide a clear pathway.

Mr. Philippas added that this is an ideal location for the trash enclosure.

Commissioner Hussaini said that he is concerned by the distance between the residential units and the trash enclosure, especially for residents who may have a mobility disability. He is more concerned with the impacts on residents than commercial tenants.

Mr. Philippas said that they could explore providing a communal garbage area on the building's interior to prevent the need for residents to cross the parking lot to dispose of trash. The one main garbage can could then be carried to the dumpster by a service.

Commissioner Gabriel said that the difference between a resident carrying garbage to this enclosure and an alley serving a single-family home is that a resident of this development is much more exposed.

The Commissioners and applicant discussed the building's accessibility. Mr. Fanizza clarified that the first-floor commercial units would be accessible, but the second-floor residential units would not. Accessibility is not required by the Illinois Accessibility Code due to the number of units.

Chairman Kintner noted a discrepancy in the number of parking spaces on the site plans submitted and the parking impact study due to the inclusion of accessible spaces. He said that the discrepancy should be clarified in final plans. He also noted that the six units that would need their own dedicated parking spaces. He asked the applicant to confirm the location of these designated spaces.

Mr. Philippas responded that these spaces would likely be along the north lot line. He said that it is most important to commercial tenants to have available spaces close to the building. He added that prospective residential tenants would be aware of this prior to signing a lease agreement.

Chairman Kintner said that the accessible spaces plus the designated residential spaces may affect parking availability.

Mr. Philippas responded that Joe Donut is busier during lunch hours. He is seeking a tenant that is busier during lunch and dinner hours so that there is more than enough parking for the mix of uses.

Chairman Kintner asked how many employees would be parking on-site.

Mr. Philippas responded that it varies on the day of the week, but anywhere from five to ten employees would be working at Joe Donut.

Chairman Kintner asked about the location of the drive-through relative to Dempster Street. He asked the applicant to speak to considerations made to avoid creating a bottle-neck.

Justin Optiz, Kimley-Horn, said that they had discussed signage on Dempster indicating no left turns onto Dempster during peak traffic periods, including mornings and later afternoons. If they installed that signage, there are other opportunities for drivers to head eastbound on Dempster from Birch. Mr. Optiz described the alternatives. He said that the signage would make getting back onto Dempster more efficient. He added that the development's access drives would be left-only outbound to mitigate northbound traffic into the residential neighborhood.

Chairman Kintner asked Mr. Optiz to clarify the purpose of the escape lane in the drive-through.

Mr. Philippas said that this was a desire of the Village.

Chairman Kintner asked the applicant to consider using striping to prevent drivers from entering the drive-through and from blocking accessways. He asked the applicant to provide approximate queueing times.

Mr. Philippas responded that Joe Donut limits ordering at drive-through windows because they have too many varieties of donuts. Most orders are made online ahead of time. He added that if queueing becomes an issue, they would consider moving vehicles to the parking area and having employees bring orders to drivers' windows.

Chairman Kintner discussed the lighting plan. He said that he disagreed with the Traffic Safety Commission, which wanted greater lighting. He said that he was concerned with light trespass into neighboring residential properties. He wants to make sure that the lighting plan is designed to avoid trespass.

Mr. Fanizza said that they would work with the Village Engineer to ensure the photometric plan is compliant.

Mr. Philippas added that they want to maintain good relations with the neighbor to the north. If they want the lighting lowered, they are willing to accommodate. He added that there would be plenty of lighting coming from the building, so they may not need much parking lot lighting.

Chairman Kintner asked if there were any existing trees that would need to be removed.

Mr. Bertog said that they would not impact any existing trees on or near to the development site. He added that they had focused on including native species in the landscape plan and creating a nice transition to the Forest Preserves.

Commissioner Dorgan asked if limiting left turns onto Dempster was worth it. It would inconvenience a lot of drivers.

Mr. Optiz said that there was a lot of back and forth on this. He personally suggested waiting to see if there was a problem and implementing changes only as needed.

The Commissioners discussed the alignment of Birch with an access point to Sawmill Station to the south. Mr. Optiz said that some drivers may try to make the movement, but a safe path would be heading west and using the signal to turn into Sawmill Station.

Commissioner Dorgan reiterated that the left turn prohibition would be an inconvenience. He made the left turn without a problem recently. Mr. Optiz said that he also made the turn, but that sometimes it would be difficult.

Commissioner Hussaini asked the applicant to discuss the side and front setbacks. He said that there is a great amount of impervious area within those setbacks and that he did not see a stormwater plan or preliminary civils.

Mr. Philippas said that only preliminary stormwater plans had been submitted and that detention would occur underground. He said that it had taken a long time to design because the water level and the inlet are near the same level, so it took some creative design. He said that the setbacks are consistent with other developments on Dempster west of the Forest Preserves. Putting all parking in the back does not make sense at this location. The setbacks are consistent with Sawmill Station across the street. He added that the majority of parking is still in the back.

Commissioner Kintner spoke to the other setbacks along the blockfaces between Birch and Waukegan. He noted that Napleton Honda and Prairieview Community Center also had significant setbacks.

Commissioner Kintner asked for public comment. There was none.

Commissioner Dorgan made a motion to recommend approval of Case PC 24-01, a request for approval of a Special Use Permit for a mixed use development in a C-1 General Commercial District with waivers to front setback standards (12-5-6:D), and side setback standards (12-5-6:D) for the property commonly known as 6724 Dempster Street in Morton Grove, Illinois, subject to the following conditions:

1. The submitted traffic and parking impact study prepared by Kimley-Horn shall be included as Attachment E to the application.
2. Prior to the issuance of a building permit, the applicant shall submit final site and engineering plans for review and approval by the Community Development Administrator, Village Engineer, and Village Administrator, and shall comply with all comments and recommendations provided by the Village Engineer in the departmental comment form dated January 15, 2024, whether by strict or alternative compliance, subject to review and approval by the Village Engineer.
3. Prior to the issuance of a building permit, the applicant shall submit all turning path diagrams requested by the Fire Prevention Bureau Coordinator, Community Development Administrator, and Village Engineer, subject to the review and approval of the Village Administrator.
4. A "Left Turn Only" sign along with left turn arrow striping shall be installed for exiting traffic at each access drive. In addition, the northern curb radii at each access drive shall be reduced to the greatest extent possible to further discourage right turns, or as otherwise approved by the Village Engineer.
5. If northbound traffic on Birch Street generated by the development is deemed by Staff to be in excess of typical traffic volumes and to negatively impact the residential district, the owner/applicant shall install or fund the installation of public right-of-way improvements to mitigate cut-through traffic as deemed appropriate and warranted by the Village Engineer, subject to approval by the Village Administrator.
6. Prior to the issuance of a building permit, the applicant shall submit a revised site plan to include on-site bicycle parking to encourage non-auto trips, subject to review and approval of the Village Engineer.
7. Prior to the issuance of a building permit, the applicant shall submit a revised site plan to indicate the location of six (6) reserved resident parking spaces.
8. The applicant shall bury existing overhead utilities along Birch Avenue adjacent to the subject property, and shall coordinate with the Village in evaluating and potentially burying overhead utilities west across Birch Avenue right-of-way to the nearest utility pole, subject to review and approval by the Village Engineer.
9. The applicant shall install two street lights along Birch Avenue, subject to review and approval by the Village Engineer.
10. The applicant shall cooperate with the Village in evaluating the practicality and potential cost of establishing regional detention as part of the development's proposed stormwater improvements, and shall install such improvements pending Village direction. The cost of any stormwater improvements or related professional services in excess of the improvements required for the proposed development shall be the responsibility of the Village.

11. The applicant shall bury existing aboveground utilities within the development site as required by the Village, subject to review and approval by the Village Administrator.
12. The final landscape and improvement plan for the abutting public rights of way shall be modified as necessary to meet the needs and requirements of the Village, subject to review and approval by the Village Administrator.
13. All utility connections, including but not limited to water, sewer, and sanitary, serving the development shall comply with all applicable code requirements, subject to review and approval of the Village Administrator.
14. The drive-through facility operator shall be prohibited from allowing any customer vehicle to queue in the public right of way and an employee shall be stationed at the driveway entrance to flag customers away if queueing occurs in the public right of way. If queueing in the public right of way is observed on any regular basis by Village staff, the owner and operator of the drive-through facility shall submit a traffic management plan to the Village Administrator that addresses traffic queueing issues. The plan shall be subject to the Village Administrator's approval and the business shall operate in accordance with the final approved traffic management plan.
15. The applicant shall comply with all conditions of approval set forth by the Appearance Commission, including:
 - a. Prior to filing any Building Permit Application, the owner/applicant shall provide the Village with final elevations and material specifications (including details regarding the trash enclosure) for review and approval. Final elevations and materials must be deemed consistent with the approved elevations and materials, as determined by the Community Development Administrator and Appearance Commission Chairperson. If such designs are deemed to be inconsistent with the approved plans or if materials are deemed to be of a lower quality than the approved materials, then the owner/applicant will be required to file an application for an amendment to the Appearance Certificate.
 - b. Prior to filing any Building Permit Application, the owner/applicant shall provide the Village with a final photometric plan that meets the minimum requirements of Village Code for review and approval by the Community Development Administrator and Village Engineer.
 - c. Prior to filing any Building Permit Application, the owner/applicant shall provide the Village with final details regarding the pylon sign location and landscaping dimensions that meet the minimum requirements of Village Code for review and approval by the Community Development Administrator.
 - d. The applicant shall submit a final materials palette that aligns with and clarifies the submitted materials along with revised elevation drawings for review and approval by the Community Development Administrator. The applicant shall ensure that the elevation drawings in the formal application represent the proposed project. The following items must be addressed at a minimum:
 - Confirm number, size, and location of residence balconies. The application elevations show three balconies on the north wall, three balconies on the south wall, and a balcony spanning most of the west wall. The renderings show no balconies on either the north or south walls and a smaller west balcony centered above the first-floor drive through window.
 - Identify window treatments and frame materials and color.
 - Identify the materials, color, and finish of all wall panel locations and brick veneer.
 - e. The development shall adhere to bird-friendly design guidelines contained in the "Bird-Friendly Building Design" manual of the American Bird Conservancy (2015, https://abcbirds.org/wp-content/uploads/2015/05/Bird-friendly-Building-Guide_2015.pdf) where practicable. Mirrored

coatings may not be used, and inconspicuous window films featuring simple dot or lined patterns are strongly encouraged.

- f. Illuminated signage and other illuminating features on the property may not exceed 5,000K (degrees Kelvin).

The motion was seconded by Commissioner Gabriel.

Commissioner	Dorgan voting	aye
Commissioner	Gabriel voting	aye
Commissioner	Hussaini voting	aye
Commissioner	Liston voting	aye
Commissioner	Stein voting	aye
Chairman	Kintner voting	aye

Motion passed 6-0.

Chairman Kintner asked for any other business or discussion. Hearing none, Commissioner Gabriel moved to adjourn the meeting by acclamation. The motion was seconded by Commissioner Liston.

The motion to adjourn the meeting was approved unanimously pursuant to a voice vote at 8:23 p.m.

Minutes by: Zoe Heidorn

To: Chairperson Kintner and Members of the Plan Commission

From: Brandon Nolin, AICP, Community Development Administrator;
Anne Ryder Kirchner, Planner/Zoning Administrator

Date: March 12, 2024

Re: Plan Commission Case PC 24-02

Request for approval of a Special Use Permit for the operation of an indoor recreational facility at the property commonly known as 8150 Lehigh Avenue in Morton Grove, Illinois (PIN 10-20-300-037-0000) with a variation from Section 12-7-3:I for off-street parking, all within a M-2 General Manufacturing District, pursuant to Section 12-4-4:E. The applicant is Egret Badminton.

STAFF REPORT

Public Notice

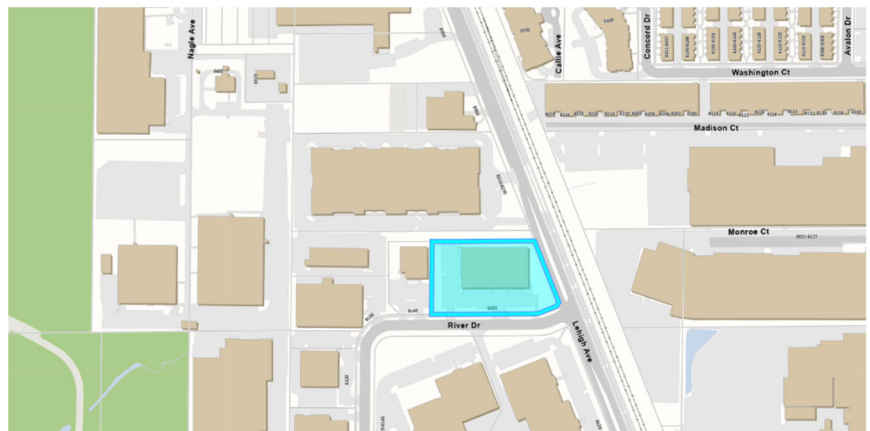
The Village provided Public Notice for the March 19, 2024, Plan Commission public hearing for PC 24-02 in accordance with the Unified Development Code. The Morton Grove Champion published a public notice on February 29, 2024. The Village notified surrounding property owners via mail and placed a public notice sign on the subject property on February 29, 2024.

Application Summary

Egret Badminton ("applicant") submitted a complete application to the Department of Community and Economic Development under Case PC 24-02 requesting a Special Use Permit to operate an indoor recreational facility within the 37,666-square-foot industrial space at 8150 Lehigh Avenue ("subject property"), which is zoned M-2 General Manufacturing. Indoor recreational facilities in the M-2 district are subject to Section 12-4-4:E. The applicant is leasing 16,283 sq. ft. to accommodate a proposed badminton training facility with six (6) indoor courts.

Subject Property

The subject property consists of one existing industrial structure on one (1) lot measuring 97,297 sq. ft. (2.2 acres) in total area and located on the northwest corner of Lehigh Avenue and River Drive in Morton Grove, Illinois. The parcel is zoned M-2 General Manufacturing. The adjoining properties to the north and west, and the properties to the east across the railroad right-of-way, are also zoned M-2 and are the locations of industrial properties. The property to the south across River Drive is the location of the North Grove Corporate Park office complex and is zoned M-O/R Office/Research Manufacturing.



Subject Property Location Map

Project Overview

Egret Badminton is proposing an indoor recreational facility within the 37,666-square-foot industrial space at 8150 Lehigh Avenue, which is zoned M-2 General Manufacturing. The applicant is leasing 16,283 sq. ft. (44% of all leasable area in the structure) and is proposing a members-only badminton training facility with six (6) indoor courts that can accommodate up to 24 players at once with four (4) to eight (8) employees on-site at any given time.

Most members range from elementary school-age to college-age and many are dropped off/picked up by parents. Planned hours of operation are 3:00 or 4:00 pm to 10:00 pm on weekdays, and 9:00 am to 10:00 pm on weekends.

The applicant operates similar facilities Schaumburg, Illinois and Chicago, Illinois. The Schaumburg facility is 14,100 sq. ft. with 35 off-street parking spaces while the Chicago location is 14,500 sq. ft. with 26 off-street parking spaces. Both are in industrial buildings.

Zoning Review

A badminton training facility is proposed to occupy an existing industrial building that is zoned M-2 General Manufacturing. The proposed use is classified as an indoor recreational facility per Section 12-17-1 and requires a Special Use Permit within the M-2 district. The project will consist of interior renovations to the existing structure at the subject property including new paint and carpeting, and the installation of sports flooring that will be overlain on top of the existing slab floor. Exterior modifications will be limited to signage.

PROPOSED USE	DISTRICT	PERMITTED/SPECIAL
Indoor recreational facility	M-2	<i>Special</i>

Traffic Impact

A traffic impact study was prepared by Kimley-Horn and is included in the hearing packet for Case PC 24-02. The study demonstrated that the proposed site plan has sufficient off-street parking to meet the demands of the development and projected future traffic can be successfully accommodated on the surrounding roadway network.

In evaluating future traffic volume, the impact study analysis included two recently approved developments including an 89-unit townhome development (8350 Lehigh Ave.) and a mixed use development (8500-8550 Lehigh Ave.). Lehigh Avenue is designed for a capacity of 10,000 vehicles per day. The combined traffic expected to be added to Lehigh Avenue as a result of the proposed badminton training facility and other previously approved development is 6,271 vehicles per day (63% of capacity). As such, no modifications along Lehigh Avenue, such as turn lanes or pavement striping modifications, are recommended.

Parking Impact

As part of the traffic impact study, Kimley-Horn also evaluated parking. Parking at the 8150 Lehigh Avenue building is shared amongst three tenants. 72 off-street parking spaces are provided for employees and patrons, of which four are dedicated as accessible spaces and seven are marked as reserved. On-street parking along the north side of River Drive is restricted during all hours of all days, but along the south side of River Drive free on-street parking is permitted for 4-hours between 9:00 AM – 5:00 PM except during Saturday, Sunday, and holidays. Overnight on-street parking is restricted along River Drive.

It should be noted that the two existing businesses, Crawford (Plumbing) Supply and Charger Water, generally operate on a typical business schedule between 7:00 AM - 5:00 PM on weekdays. The proposed Badminton Gym/Training Facility would operate on a non-typical schedule, with the busiest hours of operation anticipated between 4:00 - 9:00 PM on weekdays. This is because most members are in middle-school or high-school and are dropped off and picked up by their parents.

Shared Parking

Based on the shared parking requirements outlined in Section 12-7-3 of the Unified Development Code, 81 parking spaces are required for the proposed mix of uses. The 72 spaces provided on-site at the subject property are below the required minimum by 9 spaces. However, based on business operation information provided, the maximum number of employees and members that can make practical use of the court facilities at one time is only 32. As such, Kimley-Horn estimates that peak parking

demand for the Badminton Gym/Training Facility can be estimated at 24 to 32 parking spaces.

SHARED PARKING STANDARDS (KIMLEY-HORN SUMMARY)

Land Use Classification	Size (SF)	Required Spaces ¹	Weekdays ²			Weekends ²		
			2 AM – 7 AM	7 AM – 6 PM	6 PM – 2 AM	2 AM – 7 AM	7 AM – 6 PM	6 PM – 2 AM
Proposed Badminton Gym/ Training Facility ³	16,283 SF	65	0 ^{0%}	26 ^{40%}	59 ^{90%}	0 ^{0%}	52 ^{80%}	65 ^{100%}
Crawford (Plumbing) Supply ⁴	13,000 SF	29	1 ^{5%}	23 ^{80%}	1 ^{5%}	1 ^{5%}	6 ^{20%}	3 ^{10%}
Charger Water ⁵	7,883 SF	32	2 ^{5%}	32 ^{100%}	2 ^{5%}	0 ^{0%}	3 ^{10%}	0 ^{0%}
Totals	37,166 SF	126	3	81	62	1	61	68

¹ Required Spaces based upon "Required Spaces By Use" table from Village of Morton Grove Code 12-7-3

² Shared parking calculations based upon required spaces multiplied by percentages in the top-right corners of each cell and referenced from Village of Morton Grove Code 12-7-3

³ Classified as Entertainment/Recreation

⁴ Classified as Industrial

⁵ Classified as Office

Parking count spot checks conducted by Kimley-Horn in early January 2024 indicate that parking use at the subject property was never more than 18 spaces during the time periods when the parking lot is anticipated to be busiest for the entire building, leaving 54 spaces available for the Badminton Gym/Training Facility. Based on this analysis, *Staff recommends that a waiver of 9 off-street parking spaces be granted to reduce required shared off-street parking to 72 spaces for the proposed mix of uses at 8150 Lehigh Avenue.*

Parking Lot Lighting

The proposed use would increase nighttime activity at the subject property which has historically been used for daytime activities. Parking lot lighting could be analyzed to ensure lighting is sufficient to provide proper security for patrons visiting in the evenings. *Staff recommends as a condition of approval that, prior to the issuance of a building permit, the applicant shall submit a photometric analysis to document appropriate lighting, subject to review and approval of the Village Engineer or requirement by the Village Engineer to install necessary lighting.*

Commission Review

Traffic Safety Commission

On March 7, 2024, the Traffic Safety Commission (TSC) reviewed Case PC 24-02. At the conclusion of the discussion, the TSC voted unanimously (8-0) to recommend approval of the application.

Departmental Review

The proposed project was reviewed by several department representatives with the Department of Public Works being the only department to provide comments (see "Attachment A").

- **Building Department:** No comments at this time.
- **Fire Department:** No comments at this time.
- **Public Works Department/Engineering:** In review of the proposed project, the Village Engineer issued three

comments dated March 11, 2024 regarding:

- Reserve parking designations;
- Parking lot lighting; and
- Limiting the number of courts, the number of members, and/or business operations as a condition of approval to ensure the subject property's use as a training facility and not a host facility for tournaments.

Standards for Review

The Standards for Special Uses are established in Section 12-16-4:C.5 of the Unified Development Code:

Standards For Special Uses: The following standards for evaluating special uses shall be applied in a reasonable manner, taking into consideration the restrictions and/or limitations which exist for the site being considered for development:

1. Preservation Of Health, Safety, Morals, And Welfare: The establishment, maintenance and operation of the special use will not be detrimental to or endanger the public health, safety, morals or general welfare.
2. Adjacent Properties: The special use should not be injurious to the use and enjoyment of other property in the immediate vicinity for the uses permitted in the zoning district.
3. Orderly Development: The establishment of the special use will not impede normal and orderly development or impede the utilization of surrounding property for uses permitted in the zoning district.
4. Adequate Facilities: Adequate utilities, access roads, drainage and other necessary facilities are in existence or are being provided.
5. Traffic Control: Adequate measures have been or will be taken to provide ingress and egress designed to minimize traffic congestion on the public streets. The proposed use of the subject site should not draw substantial amounts of traffic on local residential streets.
6. Adequate Buffering: Adequate fencing and/or screening shall be provided to ensure the right of enjoyment of surrounding properties to provide for the public safety or to screen parking areas and other visually incompatible uses.
7. Conformance To Other Regulations: The special use shall, in all other respects, conform to applicable provisions of this title or amendments thereto. Variation from provisions of this title as provided for in subsection 12-16-3A, "Variations", of this chapter, may be considered by the plan commission and the Village board of trustees as a part of the special use permit.

Recommendation

Should the Plan Commission recommend approval of this application, staff suggests the following motion and conditions:

Motion to recommend approval of Case PC 24-02, a request for approval of a Special Use Permit for an indoor recreational facility with waivers to off-street parking standards (12-7-3:1), all within a M-2 General Manufacturing District, for the property commonly known as 8150 Lehigh Avenue in Morton Grove, Illinois, subject to the following conditions:

1. *Prior to the issuance of a building permit, the applicant shall submit a photometric analysis to document appropriate parking lot lighting, subject to review and approval of the Village Engineer or requirement by the Village Engineer to install necessary lighting.*
2. *Badminton facility business operations at the subject property shall be limited to training and education, and the hosting of tournaments shall be prohibited.*

(Any other conditions recommended by the Plan Commission)

Attachments

- **Attachment A** – Plan Review Comment Form for PC 24-02, prepared by Chris Tomich, Village Engineer dated March 11, 2024
- **Attachment B** – Plans and Supporting Documents for PC 24-02

Attachment A

Plan Review Comment Form for PC 24-02
Prepared by Chris Tomich, Village Engineer
Dated March 11, 2024

Attachment B

Plans and Supporting Documents for PC 24-02

1. *Special Use Application, submitted by Egret Badminton, received February 7, 2024*
2. *Plat of Survey of 8150 Lehigh Avenue, prepared by Exacta Land Surveyors LLC, dated February 14, 2024*
3. *Aerial Image with Building Location, submitted by Egret Badminton, received February 7, 2024*
4. *Floorplan, submitted by Egret Badminton, received February 7, 2024*
5. *Egret Badminton Center Narrative, submitted by Egret Badminton, received February 7, 2024*
6. *Agreement of Lease, submitted by Egret Badminton, received February 7, 2024*
7. *Badminton Gym/Training Facility Traffic-Parking Evaluation, prepared by Kimley-Horn LLC, dated January 12, 2024*



VILLAGE OF MORTON GROVE

Special Use Application Packet

Village of Morton Grove
Department of Community and Economic Development
6101 Capulina Avenue
Morton Grove, Illinois 60053
commdev@mortongrovel.org
(phone) 847.663.3063

PROCESS OVERVIEW

Review of a complete Special Use Application typically takes 90 days or longer. The process includes the submittal of a complete application and supporting documents, review of plans by all Village departments, a staff-applicant conference, legal notice, public notice sign posting, notification period, and applicant submittal of revised plans and documents as necessary. Application review by the Appearance Commission and Traffic Safety Commission may be required, and their recommendations will be forwarded to the Plan Commission. The Plan Commission will then conduct a public hearing for the Special Use Application where members of the public will be invited to provide comment. The Plan Commission will vote to recommend approval or denial of the application to the Board of Trustees or continue the request for further review.

The Village Board of Trustees then considers the Plan Commission recommendation over a two-meeting period. At the first meeting, a draft ordinance approving the Special Use Permit is presented with a summary report. At the second meeting, the Board votes on the ordinance to grant or deny the Special Use Permit.

This overview is provided only as a summary of the Special Use Permit request process. This full packet contains specific information about requirements and expectations for each step in the process.

APPLICANT RESPONSIBILITIES FOR A SPECIAL USE APPLICATION

- The applicant is required to attend the meetings of the Appearance Commission and Traffic Safety Commission as required, the public hearing of the Plan Commission, and the Village Board meetings where the application is reviewed. The property owner should also attend these meetings. If the property owner cannot be present, then written authorization allowing the applicant to act on the owner's behalf must be provided. The applicant's attendance is needed to respond to any questions or issues regarding the application.
- The applicant must submit a completed application with appropriate exhibits for processing.
- The applicant must respond to requests for additional information, revised information, or clarifications from staff.
- The applicant and property owner must allow the Village to place a public hearing sign on the subject property. The applicant and property owner must also allow Village staff, Plan Commissioners, and Village Board members to visit the property in preparation for their review of the case.
- At the public hearing of the Plan Commission, the applicant must present their case to the Commission.

- At the public hearing of the Plan Commission, the applicant will speak before the Commission, and should specifically address each of the Standards for Special Use, which are provided below.

STANDARDS FOR SPECIAL USE

The applicant is advised to verbally address the following Standards for Special Use when appearing before the Plan Commission. These standards are established in Section 12-16-4-C-5 of the Unified Development Code and are listed below:

Standards for Special Use: The following standards for evaluating special uses shall be applied in a reasonable manner, taking into consideration the restrictions and/or limitations which exist for the site being considered for development:

- a. Preservation of Health, Safety, Morals, and Welfare:** The establishment, maintenance, and operation of the special use will not be detrimental to or endanger the public health, safety, morals, or general welfare.
- b. Adjacent Properties:** The special use should not be injurious to the use and enjoyment of other property in the immediate vicinity for the uses permitted in the zoning district.
- c. Orderly Development:** The establishment of the special use will not impede normal and orderly development or impede the utilization of surrounding property for uses permitted in the zoning district.
- d. Adequate Facilities:** Adequate utilities, access roads, drainage and other necessary facilities are in existence or are being provided.
- e. Traffic Control:** Adequate measures have been or will be taken to provide ingress and egress designed to minimize traffic congestion on the public streets. The proposed use of the subject site should not draw substantial amounts of traffic on local residential streets.
- f. Adequate Buffering:** Adequate fencing and/or screening shall be provided to ensure the right of enjoyment of surrounding properties to provide for the public safety or to screen parking areas and other visually incompatible uses.
- g. Conformance to Other Regulations:** The special use shall, in all other respects, conform to applicable provisions of this title or amendments thereto. Variation from provisions of this title as provided for in subsection 12-16-3:A, "Variations," of this chapter, may be considered by the plan commission and the village board of trustees as a part of the special use permit.

STAFF REVIEW

Applicants are encouraged to contact and meet with Community and Economic Development staff on proposed Special Uses requests **prior to** submitting an application. Staff is available **by appointment** at Village Hall Monday through Friday from 9:00 a.m. to 5:00 p.m.

This initial meeting will provide the applicant with an opportunity to present a general concept to the Village on the Special Use Permit to be requested. This will also allow staff to determine what items will be required for submitting the application, and to suggest any necessary adjustments to the request.

Community and Economic Development staff may distribute preliminary plans to various Village departments, including Building, Engineering, Fire, and Police, for comment. This preliminary review process provides staff the ability to review, discuss, and resolve site problems and more directly communicate Village requirements to applicants. By identifying the applicable code requirements through this process, costly delays from oversights or incomplete applications may be avoided. Staff engagement early in the process will save the applicant time, effort, and expense throughout the rest of the process.

After staff review and all Village issues have been addressed, staff will recommend the submittal of a complete Special Use Application.

COMPLETE APPLICATION SUBMITTAL

The applicant must submit a **complete** Special Use Application to the Department of Community and Economic Development to initiate the formal Special Use review process, including **30 hard copies** of each document for processing. **Additional and/or revised copies may be required at any time during the review process.** Once the application is determined to be

complete, it will follow the Village's Plan Commission review schedule, which is available with the Department of Community and Economic Development.

A checklist of required application items is included in the following section and may be modified at staff's discretion.

PUBLIC NOTIFICATION

Village staff is responsible for all public notice requirements, including the following:

- **Placing a public notice sign on the subject property.** The applicant must allow this sign to remain where the Village places it on the property for the duration of the planning and zoning review. The Village places a sign on the subject property at least 15 days before the Plan Commission public hearing, and removes the sign once the Village Board takes action on the request.
- **Publishing a legal notice in a local newspaper.** Staff will publish a legal notice in the *Morton Grove Champion* making the public aware of the Special Use Application between 15 and 30 days prior to the Plan Commission public hearing.
- **Sending notification letters to surrounding property owners.** Village staff will send mailed legal notice to all property owners within 250 feet of the subject property between 15 and 30 days prior to the Plan Commission public hearing. The notice will summarize the request and invite owners and residents to the Plan Commission public hearing.

The applicant should also expect Village Staff and Plan Commission members to visit the property to gather more information about the request. Applicants may discuss the case with Village staff but may **NOT** speak about the case with Commissioners or Board members. Any violation of this restriction can result in the case being **withdrawn** due to "ex parte" communications as specified by Illinois State Law.

TRAFFIC SAFETY COMMISSION & APPEARANCE COMMISSION

The Traffic Safety and Appearance Commission meetings are an opportunity for these Village commissions to provide a more detailed review of proposed projects, and provide recommendations for the applicant, staff, and Plan Commission. Staff will determine whether these meetings are required for each project. At these meetings, the applicant must present their request for review and be prepared to answer questions.

The Traffic Safety Commission focuses on traffic, parking, and related topics. The Appearance Commission's area of review is site design, building design, landscaping, and signs.

PLAN COMMISSION

The public hearing is an opportunity for the Plan Commission to hear testimony from the applicant and other concerned parties regarding the Special Use Permit request. At the public hearing of the Plan Commission, the applicant must be present and testify under oath. The property owner should also be present or have previously provided written authorization for the applicant to represent the property. The applicant is required to respond to questions from the Commission and/or interested parties, or to respond to requests for further information. All communications and responses to questions or issues should be addressed to the Plan Commission. The applicant is advised not to respond directly to comments from members of the public. A recording secretary will be present to summarize verbal testimony provided at the public hearing.

At the end of the public hearing, the Plan Commission will discuss the case and vote to recommend approval or disapproval of the request to the Village Board or continue the case to the next scheduled meeting of the Plan Commission to allow the applicant time to modify the request or provide more information. For the Plan Commission to recommend approval, the Commission must find that the proposed Special Use meets the Standards for Special Use established in the Village's Unified Development Code.

VILLAGE BOARD

In this final step, the Village Board will consider the information presented in the written Plan Commission report and the draft ordinance approving the Special Use Permit over the course of two Village Board meetings. At the first meeting, the report is presented by staff or the Plan Commission Chairperson and the ordinance is introduced by a Trustee. At the next regular meeting, the Board will vote on the Special Use ordinance.

The applicant is strongly encouraged to attend both Board meetings to respond to any questions that may arise. If the ordinance is approved, it is signed by Village officials and a copy is provided to the applicant.

SPECIAL USE APPLICATION REQUIREMENTS

30 hard copies and a digital copy of each item listed below (unless otherwise noted) are required. All submitted items must be printed at a scale and size that provides easily legible text. 24" x 36" plan sets are encouraged for larger scale development projects.

- ☐ **Special Use Application** with authorized signatures (1 copy only)
- ☐ **Evidence of ownership** such as deed, affidavit, contract purchase, or disclosure of beneficial trust (1 copy only)
- ☐ **Draft lease agreement or draft purchase contract** if applicant is not the property owner (1 copy only)
- ☐ **Written authorization from the property owner** to file application and accept conditions of approval regarding the project and the property (1 copy only)
- ☐ **Current plat of survey** by a registered land surveyor showing lot lines, existing buildings and physical features including paved areas, utility lines, easements, rights of way, and other property interests
- ☐ **Site plan** (scaled) including the following:
 - Locations of building(s)
 - Vehicular accessways and fire lanes relative to existing roadways
 - Parking stalls and loading docks, including accessible spaces, counts, and dimensions
 - Calculations, including building footprint area, floor area and floor area ratio, impervious surface area and site percentage
 - For residential projects, number of units and composition
- ☐ **Interior floor plans**
- ☐ **Landscape plan** (scaled) including the following:
 - Landscape areas with dimensions
 - Planting details
 - Species list with quantities and specifications
 - Existing trees to be preserved with details
 - Existing trees to be removed with details
- ☐ **Lighting plan** including location, type of luminaire, wattage, and photometric analysis
- ☐ **Building elevations** (color)
- ☐ **Materials palette** (color)
- ☐ **Engineering plans** including the following:
 - Topography
 - Demolition plan
 - Existing and proposed utilities
 - Grading plan
 - Stormwater detention and supporting calculations
 - Streets, alleys, easements, and utility rights-of-way
 - Floodplain notation
- ☐ **Traffic and parking impact study** prepared by a licensed engineer
- ☐ **Checks** made payable to the Village of Morton Grove, for:
 - Application fee (*\$500 for properties in commercial and manufacturing districts, \$250 for properties in residential districts*)
 - Escrow fee for administrative processing (*\$1000 for all requests*)



SPECIAL USE APPLICATION

Village of Morton Grove
Department of Community Development
6101 Capulina Avenue, Morton Grove, Illinois 60053
commdev@mortongroveil.org | 847-663-3063

Case Number: 24-02 Date Application Filed: 2/7/24

APPLICANT INFORMATION

Applicant Name: Helen Zhen
Applicant Organization: Egret Badminton
Applicant Address: 1251 Basswood Rd
Applicant City / State / Zip Code: Schaumburg, IL 60173
Applicant Phone: (847) 285-5788
Applicant Email: helenzus@gmail.com
Applicant Relationship to Property Owner: N/A
Applicant Signature: _____

PROPERTY OWNER INFORMATION (IF DIFFERENT FROM APPLICANT)

Owner Name: Feiger Family Properties L.L.C
Owner Address: 8150 Lehigh Avenue
Owner City / State / Zip Code: Morton Grove, IL, 60053
Owner Phone: 847-967-1414
Owner Email: gdigles@chargerwater.com
Owner Signature: [Signature]

PROPERTY INFORMATION

Common Address of Property: 8150 Lehigh Avenue
Property Identification Number (PIN): 10-20-300-037-0000
Property Square Footage: 37,666
Legal Description (attach as necessary): _____
Property Zoning District: M-2

APPLICATION INFORMATION

Requested Special Use: Special Use of Existing Zoning
Purpose of Special Use (attach as necessary): To allow the use of the existing facility to be used for badminton.

RESPONSES TO STANDARDS FOR SPECIAL USE

Provide responses to the seven (7) Standards for Special Use as listed in Section 12-16-4-C-5 of the Village of Morton Grove Unified Development Code. The applicant must present this information for the official record of the Planning Commission. The Special Use Standards are as follows:

- a. The establishment, maintenance, or operation of the Special Use will not be detrimental to, or endanger the public health, safety, morals, comfort, or general welfare.

Our Badminton Traning Facility will be a benefit to the community.

- b. The Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.

Our operation will not harm or hinder any other operation in the vacinity.

- c. The establishment of the Special Use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.

Our operation will have no effect on any adjacent property

- d. Adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided.

We do not require any additional modifications or accomodations.

- e. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

The current ingress and egress are acceptable.

- f. The proposed Special Use is not contrary to the objectives of the current Comprehensive Plan for the Village of Morton Grove.

It is not.

- g. The Special Use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified pursuant to the recommendations of the Commission.

It shall.



PROPERTY ADDRESS:
8150 LEHIGH AVENUE, MORTON GROVE, ILLINOIS 60053

SURVEY NUMBER: 2402.1666

DATE SIGNED: 02/14/24 **FIELD WORK DATE:** 2/13/2024

REVISION DATE(S):
(REV.1 2/14/2024)

POINTS OF INTEREST
NONE VISIBLE

STATE OF ILLINOIS } SS
COUNTY OF GRUNDY }

THIS IS TO CERTIFY THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY. GIVEN UNDER MY HAND AND SEAL THIS DATE HEREON.

Kenneth Kennedy
KENNETH A. KENNEDY
035-003403
PROFESSIONAL
LAND SURVEYOR
MORRIS, IL
STATE OF ILLINOIS

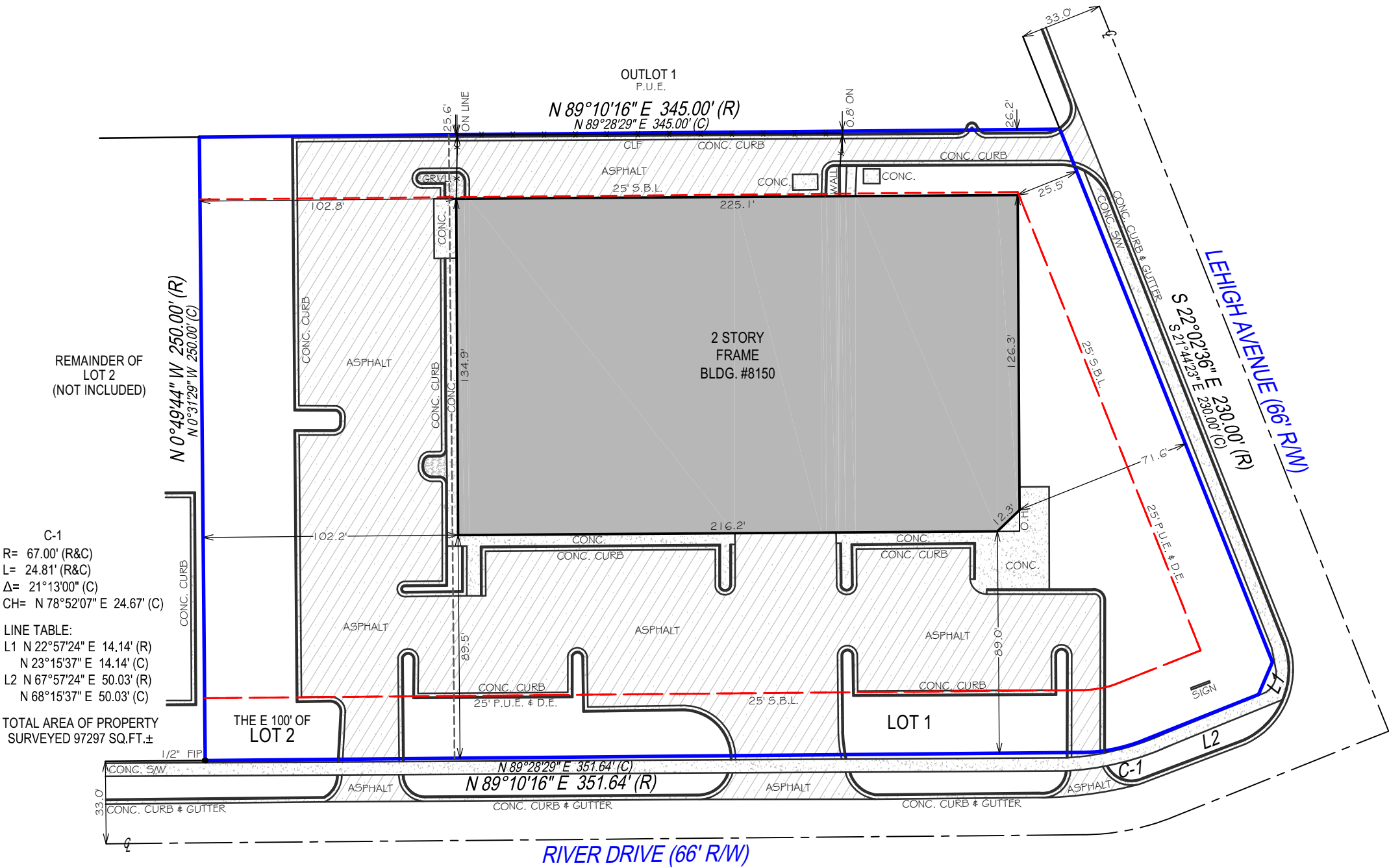
ILLINOIS PROFESSIONAL LAND SURVEYOR No. 3403
LICENSE EXPIRES 11/30/2024
EXACTA LAND SURVEYORS, LLC
PROFESSIONAL DESIGN FIRM 184008059-0008



Exacta Land Surveyors, LLC
PLS# 184008059
o: 773.305.4011
316 East Jackson Street | Morris, IL 60450



2402.1666
BOUNDARY SURVEY
COOK COUNTY



	<p>PROPERTY ADDRESS: 8150 LEHIGH AVENUE, MORTON GROVE, ILLINOIS 60053</p> <table border="1"><tr><td>SURVEY NUMBER: 2402.1666</td></tr><tr><td>CERTIFIED TO: <div>.</div></td></tr><tr><td>DATE OF SURVEY: 02/14/24</td></tr><tr><td>BUYER:</td></tr><tr><td>LENDER:</td></tr><tr><td>TITLE COMPANY:</td></tr><tr><td>COMMITMENT DATE:</td><td>CLIENT FILE NO:</td></tr></table> <p>LEGAL DESCRIPTION: LOT 1 AND THE EAST 100 FEET OF LOT 2 IN NORTH GROVE CORPORATE PARK, BEING A SUBDIVISION OF PART OF THE SOUTH WEST 1/4 OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 7, 1985 AS DOCUMENT 85223113, IN COOK COUNTY, ILLINOIS.</p> <table border="1"><tr><td>FLOOD ZONE INFORMATION:</td></tr></table>	SURVEY NUMBER: 2402.1666	CERTIFIED TO: <div>.</div>	DATE OF SURVEY: 02/14/24	BUYER:	LENDER:	TITLE COMPANY:	COMMITMENT DATE:	CLIENT FILE NO:	FLOOD ZONE INFORMATION:	<p>GENERAL SURVEYORS NOTES:</p> <div><div>1. The Legal Description used to perform this survey was supplied by others. This survey does not determine nor imply ownership of the lands or any fences shown hereon. Unless otherwise noted, an examination of the abstract of title was NOT performed by the signing surveyor to determine which instruments, if any, are affecting this property.</div><div>2. The purpose of this survey is to establish the boundary of the lands described by the legal description provided and to depict the visible improvements thereon for a pending financial transaction. Underground footings, utilities, or other service lines, including roof eave overhangs were not located as part of this survey. Unless specifically stated otherwise the purpose and intent of this survey is not for any construction activities or future planning.</div><div>3. If there is a septic tank or drain field shown on this survey, the location depicted hereon was either shown to the surveyor by a third party or it was estimated by visual above ground inspection. No excavation was performed to determine its location.</div><div>4. This survey is exclusively for a pending financial transaction and only to be used by the parties to whom it is certified.</div><div>5. Alterations to this survey map and report by other than the signing surveyor are prohibited.</div><div>6. Dimensions are in feet and decimals thereof.</div><div>7. Any FEMA flood zone data contained on this survey is for informational purposes only. Research to obtain said data was performed at www.fema.gov and may not reflect the most recent information.</div><div>8. Unless otherwise noted “SIR” indicates a set iron rebar, 5/8 inch in diameter and twenty-four inches long.</div><div>9. The symbols reflected in the legend and on this survey may have been enlarged or reduced for clarity. The symbols have been plotted at the approximate center of the field location and may not represent the actual shape or size of the feature.</div><div>10. Points of Interest (POI’s) are select above-ground improvements, which may appear in conflict with boundary, building setback or easement lines, as defined by the parameters of this survey. These POI’s may not represent all items of interest to the viewer. There may be additional POI's which are not shown or called-out as POI’s, or which are otherwise unknown to the surveyor.</div><div>11. Utilities shown on the subject property may or may not indicate the existence of recorded or unrecorded utility easements.</div><div>12. The information contained on this survey has been performed exclusively by and is the sole responsibility of Exacta Land Surveyors, LLC. Additional logos or references to third party firms are for informational purposes only.</div><div>13. Due to varying construction standards, building dimensions are approximate and are not intended to be used for new construction or planning.</div><div>14. Surveyor bearings are used for angular reference and are used to show angular relationships of lines only and are not related or orientated to true or magnetic north. Bearings are shown as surveyor bearings, and when shown as matching those on the subdivision plats on which this survey is based, they are to be deemed no more accurate as the determination of a north orientation made on and for those original subdivision plats. North 00 degrees East is assumed and upon preparation of this plat, the resulting bearing between found points as shown on this survey is the basis of said surveyor bearings as defined and required to be noted by Illinois Administrative Code Title 68, Chapter VII, Sub-Chapter B, Part 1270, Section 1270.56, Paragraph B, Sub-Paragraph 6, Item k.</div><div>15. THIS SURVEY IS A PROFESSIONAL SERVICE IN COMPLIANCE WITH THE MINIMUM STANDARDS OF THE STATE OF ILLINOIS. NO IMPROVEMENTS SHOULD BE MADE ON THE BASIS OF THIS PLAT ALONE. PLEASE REFER ALSO TO YOUR DEED, TITLE POLICY AND LOCAL ORDINANCES. COPYRIGHT BY EXACTA ILLINOIS SURVEYORS. THIS DOCUMENT MAY ONLY BE USED BY THE PARTIES TO WHICH IT IS CERTIFIED. PLEASE DIRECT QUESTIONS OR COMMENTS TO EXACTA ILLINOIS SURVEYORS, INC. AT THE PHONE NUMBER SHOWN HEREON.</div></div>	<p>SURVEYORS LEGEND:</p> <table><tr><td>LINETYPES</td><td>ABBREVIATIONS (C) - Calculated (D) - Deed (F) - Field (M) - Measured (P) - Plat (R) - Record (S) - Survey A/C - Air Conditioning AE - Access Easement ANE - Anchor Easement ASBL - Accessory Setback Line B/W - Bay/Box Window BC - Block Corner BFP - Backflow Preventer BLDG - Building BLK - Block BM - Benchmark BR - Bearing Reference BRL - Building Restriction Line BSMT - Basement C - Curve C/L - Center Line C/P - Covered Porch C/S - Concrete Slab CATV - Cable TV Riser CB - Concrete Block CH - Chord Bearing CHIM - Chimney CLF - Chain Link Fence CME - Canal Maintenance Easement CO - Clean Out CONC - Concrete COR - Corner CS/W - Concrete Sidewalk CUE - Control Utility Easement CVG - Concrete Valley Gutter D/W - Driveway DE - Drainage Easement DF - Drain Field DH - Drill Hole DUE - Drainage & Utility Easement ELEV - Elevation EM - Electric Meter ENCL - Enclosure ENT - Entrance EOP - Edge of Pavement EOW - 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COMMITMENT DATE:	CLIENT FILE NO:															
FLOOD ZONE INFORMATION:																
LINETYPES	ABBREVIATIONS (C) - Calculated (D) - Deed (F) - Field (M) - Measured (P) - Plat (R) - Record (S) - Survey A/C - Air Conditioning AE - Access Easement ANE - Anchor Easement ASBL - Accessory Setback Line B/W - Bay/Box Window BC - Block Corner BFP - Backflow Preventer BLDG - Building BLK - Block BM - Benchmark BR - Bearing Reference BRL - Building Restriction Line BSMT - Basement C - Curve C/L - Center Line C/P - Covered Porch C/S - Concrete Slab CATV - Cable TV Riser CB - Concrete Block CH - Chord Bearing CHIM - Chimney CLF - Chain Link Fence CME - Canal Maintenance Easement CO - Clean Out CONC - Concrete COR - Corner CS/W - Concrete Sidewalk CUE - Control Utility Easement CVG - Concrete Valley Gutter D/W - Driveway DE - Drainage Easement DF - Drain Field DH - Drill Hole DUE - Drainage & Utility Easement ELEV - Elevation EM - Electric Meter ENCL - Enclosure ENT - Entrance EOP - Edge of Pavement EOW - Edge of Water ESMT - Easement EUB - Electric Utility Box F/DH - Found Drill Hole FCM - Found Concrete Monument FF - Finished Floor	FIP - Found Iron Pipe FIPC - Found Iron Pipe & Cap FIR - Found Iron Rod FIRC - Found Iron Rod & Cap FN - Found Nail FN&D - Found Nail & Disc FRRSBK - Found Rail Road Spike GAR - Garage GM - Gas Meter ID - Identification IE/EE - Ingress/Egress Easement ILL - Illegible INST - Instrument INT - Intersection IRRE - Irrigation Easement L - Length LAE - Limited Access Easement LB# - License No. (Business) LBE - Limited Buffer Easement LE - Landscape Easement LME - Lake/Landscape Maintenance Easement LS# - License No. (Surveyor) MB - Map Book ME - Maintenance Easement MES - Mitered End Section MF - Metal Fence MH - Manhole MHWL - Mean High Water Line NR - Non-Radial NTS - Not to Scale NAVD88 - North American Vertical Datum 1988 NGVD29 - National Geodetic Vertical Datum 1929 OG - On Ground ORB - Official Records Book ORV - Official Record Volume O/A - Overall O/S - Offset OFF - Outside Subject Property OH - Overhang OHL - Overhead Utility Lines OHWL - Ordinary High Water Line ON - Inside Subject Property P/E - Pool Equipment PB - Plat Book PC - Point of Curvature PCC - Point of Compound Curvature PCP - Permanent Control Point PI - Point of Intersection PLS - Professional Land	Surveyor PLT - Planter POB - Point of Beginning POC - Point of Commencement PRC - Point of Reverse Curvature PRM - Permanent Reference Monument PSM - Professional Surveyor & Mapper PT - Point of Tangency PUE - Public Utility Easement R - Radius or Radial R/W - Right of Way RES - Residential RGE - Range ROE - Roof Overhang Easement RP - Radius Point S/W - Sidewalk SBL - Setback Line SCL - Survey Closure Line SCR - Screen SEC - Section SEP - Septic Tank SEW - Sewer SIRC - Set Iron Rod & Cap SMWE - Storm Water Management Easement SN&D - Set Nail and Disc SQFT - Square Feet STL - Survey Tie Line STY - Story SV - Sewer Valve SWE - Sidewalk Easement TBM - Temporary Bench Mark TEL - Telephone Facilities TOB - Top of Bank TUE - Technological Utility Easement TWP - Township TX - Transformer TYP - Typical UE - Utility Easement UG - Underground UP - Utility Pole UR - Utility Riser VF - Vinyl Fence W/C - Witness Corner W/F - Water Filter WF - Wood Fence WM - Water Meter/Valve Box VV - Water valve													
JOB SPECIFIC SURVEYOR NOTES:																
SEE PAGE 1 OF 2 FOR MAP OF PROPERTY PAGE 2 OF 2 - NOT VALID WITHOUT ALL PAGES																



Egret
Badminton

8150 Lehigh Ave

RIVER DR

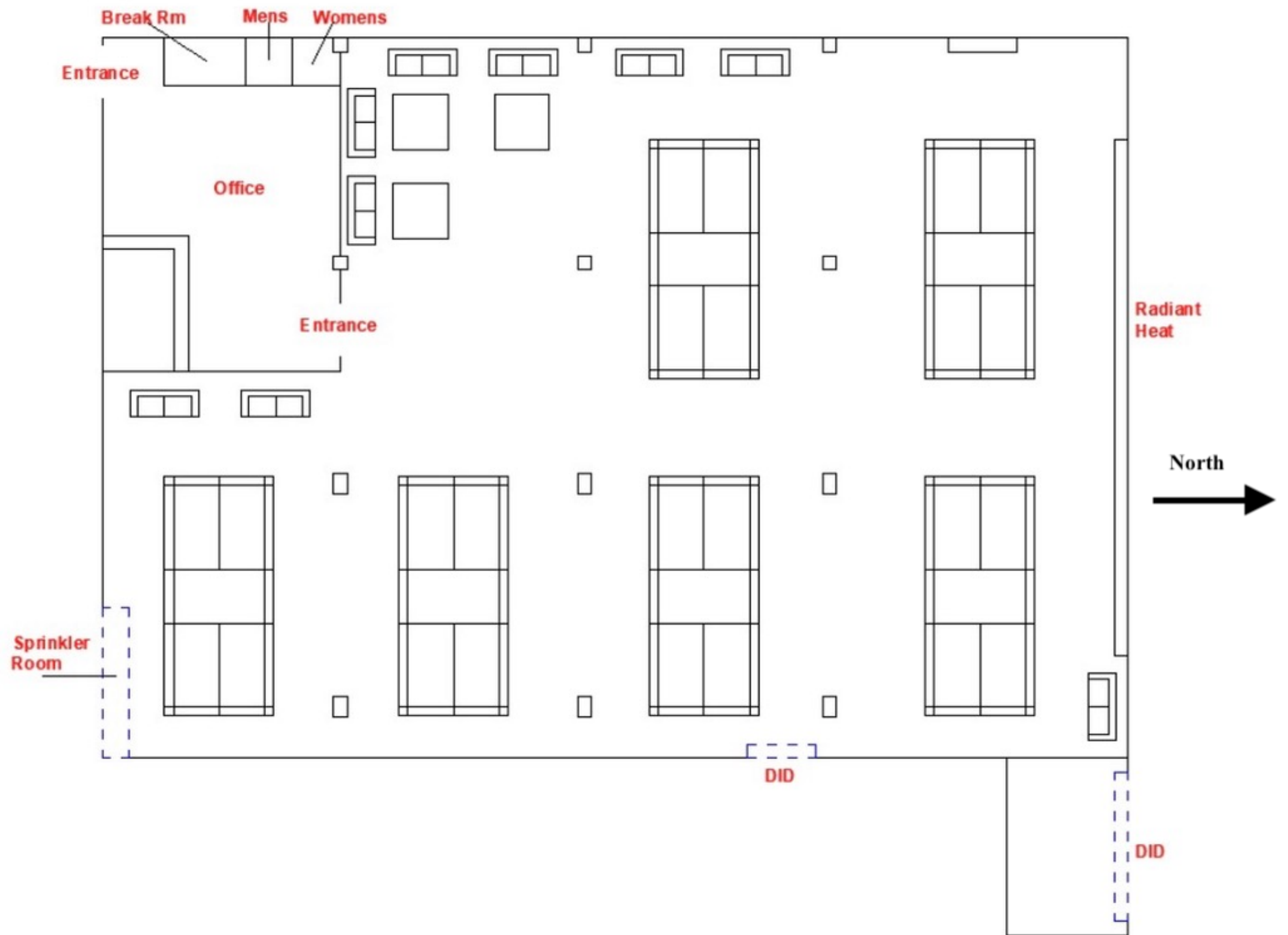
RIVER DR

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LEHIGH AVE

RIVER DR

LEHIGH AVE



EGRET Badminton Center Narrative

I was born and raised in China, started my professional badminton training at 8 yoa. I obtained the level of international champion for the country of China which has dominated the world of badminton for decades. I played for the China international team for 10yrs and have travelled world wide participating in professional tournaments and winning numerous 1st place championship medals.

I retired from professional badminton play in 1996 and started my professional coaching career.

I moved to the United States in 2007 and started my professional badminton training program in 2008. It was at this time that badminton in the United States started to become increasingly popular. I quickly developed a strong connection with the United States Olympic Center located in Colorado and the USAB (United States Badminton Organization).

Company Description

I opened my first professional badminton academy in Lisle, IL in 2009. We quickly grew in numbers at the Lisle location and during that time, I additionally coached badminton at Naperville North H.S. where I have successfully coached players to winning several team state championships. As my business continued to expand, in 2012 I additionally started training academies at Downers Grove Park District, Schaumburg Sport Center, Elk Grove Park District, South Barrington Tennis Club Facility and the YMCA in Palatine.

As the demand for my professional training increased, the players I trained started to join the United Junior National Tournaments though out the United States.

In late 2013, I opened my first professional gym in Schaumburg located at 1251 Basswood Dr. This gym is specifically designed as an international level playing facility. My Schaumburg gym grew very rapidly and I currently

have over 500 members at this location. This has led me to obtain high level assistant coaches from outside the United States. Several of these coaches hold high levels of ranks within the professional world of badminton which has assisted my players to much higher levels of play. In the recent years my students have won all ages levels within the junior national tournaments. We currently have several students that rank in the top 2 rankings within the junior level of play. We also have students whom have won multiple state championships, including this year's most recent competition.

Morton Grove Facility - 8150 Lehigh Avenue

The new facility in Morton Grove will service the local area, including some of our current students who are enrolled at the local High Schools. We plan to offer up to 6 indoor courts for badminton training with our high-level coaches. The majority of our students range in ages from grammar school to college. We also have some adults who have come to open gym times at our other facilities and expect to see some of that type of interest here as well.

Our planned regular hours of operation will be 3/4pm to 10pm during the week and open from 9am to 10pm on the weekends. The facility will have 4-8 employees running the daily operation and coaching. The planned 6 courts can allow up to 24 players at one time playing, however, our typical training is singles play or one-on-one training.

This facility requires very little modification to get up an running. Aside from new paint and carpet, the only other item to be installed is the sports flooring designed for badminton play that will be laid over the existing warehouse slab floor.

We have negotiated up to 60 parking spaces on site for staff and students. This is likely much more than enough based on the size and potential capabilities of the building.

AGREEMENT OF LEASE

by and between

Egret CZ LLC, an Illinois limited liability company

as Tenant

and

Feiger Family Properties, L.L.C.

as Landlord

Premises:

8150 Lehigh
Morton Grove, Illinois 60053

AGREEMENT OF LEASE

This Agreement of Lease (this "Lease") consists of the Reference Data contained herein and the Terms and Conditions set forth herein and includes the exhibits referenced in the Reference Data and Terms and Conditions, which exhibits are incorporated herein by reference.

This Lease is expressly contingent upon Tenant, Egret CZ LLC, obtaining any necessary approvals for Tenant's Intended Use of the Premises on or before April 1, 2024 (the "Lease Approval Date"). The Tenant shall provide written notice to the Landlord prior to the Lease Approval Date, terminating the Lease if Tenant fails to obtain all necessary approvals. In the event, no notice is provided, the contingency shall be deemed waived and of no further force or effect. Notwithstanding the foregoing, the Landlord shall have the absolute right to continue marketing the Premises prior to the Lease Approval Date. Additionally, Landlord shall have the absolute right to terminate the Lease, without consideration, at any time prior to the Lease Approval Date by providing ten (10) days written notice to Tenant setting forth Landlord's intent to terminate the Lease. The Tenant shall have the right during the 10-day notice period to waive all contingencies and continue with the Lease by providing written notice to Landlord waiving this contingency. In the event Tenant does not waive the contingency by providing written notice to Landlord within the 10-day period, this Lease shall be terminated and of no further force or effect.

If Tenant notifies Landlord in writing of Tenant's inability to obtain the aforesaid approval on or before the Lease Approval Date, then this Lease shall be null and void and of no further effect. In the absence of Tenant's delivering written notice to Landlord on or before the Lease Approval Date of its inability to obtain the aforesaid approval, this contingency shall expire and be of no further force or effect. Notwithstanding the foregoing, Tenant has a one-time option to extend the Lease Approval Date by thirty (30) days by notifying the Landlord in writing prior to the Lease Approval Date of its exercise of this one-time option to extend. If the option is exercised, all other dates in the Lease will automatically adjust accordingly.

Notwithstanding any provision to the contrary within this Lease, in the event of termination or nullification of this Lease as per the terms outlined above, any security deposit and first month's rent previously paid by Tenant shall be fully refunded to Tenant.

REFERENCE DATA

Each reference in this Lease to the following terms shall be construed to incorporate the data for such terms set forth below:

EFFECTIVE DATE: _____, 2024

LANDLORD: Feiger Family Properties, L.L.C.

LANDLORD'S NOTICE
ADDRESS: 8150 Lehigh Avenue

Morton Grove, Illinois 60053

With a copy to:

Latimer LeVay Fyock
55 W. Monroe Street, Suite 1100
Chicago, Illinois 60603
Attn: Caroline S. Smith
E-Mail Address: csmith@llflegal.com

TENANT:

Egret CZ LLC _____

TENANT'S NOTICE
ADDRESS:

2001 Joshua Road
Lafayette Hill, PA 19444
Attn: Chen Chen, Manager
Email:

With a copy to:

BUILDING:

The building is located on the Land, known as 8150 Lehigh Avenue, Morton Grove, Illinois. The rentable square footage of the Building means 37,000 rentable square feet ("Rentable Square Footage of the Building").

PREMISES:

The Premises is approximately 16,283 SF, including office space, which contains approximately 2,000 SF, ("Rentable Square Footage of Premises") a site plan attached hereto as Exhibit A

TENANT'S
PROPORTIONATE
SHARE:

Shall mean 44%, which is the ratio of the Rentable Square Footage of the Premises to the Rentable Square Footage of the Building

TERM:

Five (5) years, beginning on the Commencement Date and ending on the last day of the calendar month in which the Commencement Date occurs (if the Commencement Date is not the first day of a calendar month), subject to Tenant's option to extend the Term as provided in Section 12.1 hereof.

EXTENSION OPTIONS: One (1) extension term of five (5) years.

LEASE YEAR: The first twelve (12) full calendar months following the Commencement Date, plus any partial month in which the Commencement Date occurs (if the Commencement Date is not the first day of a calendar month) shall be the first Lease Year, and each twelve (12) calendar month period thereafter during the Term shall be the remaining Lease Years.

COMMENCEMENT DATE: April 1, 2024

RENT COMMENCEMENT DATE: May 1, 2024

BASE RENT: See Schedule 1 attached hereto.

ADDITIONAL RENT: All sums, other than Base Rent, due from Tenant pursuant to the terms of this Lease. Tenant's Proportionate Share of Operating Expenses and Taxes is estimated to be \$4.87/sq foot or \$6,608.18/month.

RENT: All Base Rent and Additional Rent.

SECURITY DEPOSIT: \$15,000.00

APPLICABLE LAWS: All laws, orders, statutes, rules, regulations, and ordinances of all federal, state, county and municipal governmental (or quasi-governmental) authorities, boards, bodies or departments.

PERMITTED USE: Badminton training center snack/beverage bar, conference/tournament host and office space for administrative use.

BROKER: TMG Real Estate Advisors

GUARANTOR: Helen Zhen, subject to the terms of a mutually agreeable guaranty agreement entered into between the parties.

[Remainder of Page Intentionally Blank]

TERMS AND CONDITIONS

ARTICLE 1 PREMISES

1.1 **Demise.** On the terms and conditions set forth in this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, the Premises.

ARTICLE 2 TERM

2.1 **Term.** Tenant shall have and hold the Premises for the Term indicated in the Reference Data, subject to extension by Tenant's exercise of the Extension Option granted in this Lease, unless the Term is sooner terminated as herein provided.

2.2 **Commencement Date.** The Commencement Date indicated in the Reference Data assumes that Tenant is given exclusive physical possession of the Premises in the condition required by Section 5.1 hereof on or before the Commencement Date. In the event delivery of such possession is delayed beyond the Commencement Date, the Commencement Date shall be postponed by one day for each day by which the Commencement Date is delayed. In the event of any such delay, then promptly following delivery of such possession, Landlord and Tenant shall execute a memorandum confirming the actual Commencement Date.

2.3 **Holdover.** If Tenant remains on the Premises beyond the expiration of the Term, such holding over shall not be deemed to create a tenancy at will, or an extension of this Lease but Tenant shall be a tenant at sufferance only, and shall pay, upon demand, a fee for use and occupation equal to one hundred twenty-five percent (125%) of the Base Rent for the last Year under this Lease, computed on a daily basis for each day of the hold over period. All other conditions of this Lease (including the payment by Tenant of Additional Rent) shall continue in force.

ARTICLE 3 RENT

3.1 **Payments; Late Charges.** Tenant hereby covenants and agrees to pay to Landlord, at Landlord's Notice Address or such other place as Landlord may designate to Tenant in writing, annual Base Rent during each Lease Year, in twelve (12) equal monthly installments in advance on the first day of each month of the respective Lease Year during the Term without demand, deduction, offset or counterclaim, except as expressly provided herein. In addition, if the Commencement Date is not the first day of a calendar month, Tenant shall pay on the Commencement Date a prorated amount of the Base Rent and any Additional Rent for such first partial month. Base Rent or any Additional Rent payable to Landlord that is not received by Landlord by the fifth (5th) business day following the day on which such amount is due shall accrue interest at the Overdue Interest Rate referenced in Section 14.4 from the date on which such payment was due until such time as it is received. The payment of such interest by Tenant is in addition to Landlord's rights under Article 11 hereof.

3.2 **Base Rent.** The Base Rent for the Term is set forth in the Reference Data. Base Rent for any partial month shall be prorated on a per-diem basis.

3.3 Rent Abatement. The first month of the Base Rent shall be abated in exchanged for Tenant's installation of flooring and equipment, and general refurbishing of the Premises.

3.4 Rent Commencement. Anything contained in this Lease to the contrary notwithstanding, Base Rent and Additional Rent shall not be due and payable until the Rent Commencement Date.

3.5 Payment of Additional Rent.

(a) Landlord shall provide Tenant with an estimate of the total amount of Taxes and Property Expenses for each calendar year during the Term. On or before the first day of each calendar month, Tenant shall pay to Landlord a monthly installment equal to one-twelfth of Tenant's Proportionate Share of Landlord's estimate of the total amount of Taxes and Property Expenses. If Landlord determines that its estimate was incorrect, Landlord may provide Tenant with a revised estimate. After its receipt of the revised estimate, Tenant's monthly payments shall be based upon the revised estimate. If Landlord does not provide Tenant with an estimate of the total amount of Taxes and Property Expenses by January 1 of a calendar year, Tenant shall continue to pay monthly installments based on the previous year's estimate until Landlord provides Tenant with the new estimate. Upon delivery of the new estimate, an adjustment shall be made for any month for which Tenant paid monthly installments based on the previous year's estimate. Tenant shall pay Landlord the amount of any underpayment within 30 days after receipt of the new estimate. Any overpayment shall be refunded to Tenant within 30 days or credited against the next due future installment(s) of Additional Rent. "Additional Rent" means all sums (exclusive of the base rent set forth herein) that Tenant is required to pay Landlord. Base Rent and Additional Rent are sometimes referred to collectively herein as "Rent". Tenant shall have the right, within sixty (60) days after receipt of an Additional Rent true-up by providing no less than ten days' prior written notice, to audit Landlord's records related to the calculation of Property Expenses and Taxes to verify accuracy.

(b) Notwithstanding any other provision in this Agreement regarding the payment of property taxes by the Tenant, in the event that the Premises are sold during the initial term of this Lease, and if such sale occurs in the first year of the Lease Term, the property tax increase for the Tenant shall be capped at 8% based on the property tax rate at the commencement of the Lease Term. For sales occurring after the first year of the Lease Term, any increase in property taxes attributable to the sale shall be capped for the Tenant at a maximum of 8% per annum over the amount of property taxes paid by the Tenant in the previous year. This cap shall remain in effect for the remainder of the initial Term following the sale of the Premises. There shall be no cap on real estate taxes during any extension term hereof.

(c) As soon as is practical following the end of each calendar year, Landlord shall furnish Tenant with a statement ("Landlord's Statement") of the actual amount of Property Expenses for such calendar year and Taxes paid during the calendar year. If the estimated amount of Property Expenses or Taxes paid by Tenant for any calendar year

is more than the actual amount of Property Expenses or Taxes for such year, Landlord shall apply any overpayment by Tenant against Rent due or next becoming due, provided that if the Term expires before the determination of the overpayment, Landlord shall refund any overpayment to Tenant after first deducting the amount of Rent due, if any. If the estimated amount of Property Expenses or Taxes for any calendar year is less than the actual amount of Property Expenses or Taxes for such year, Tenant shall pay Landlord, within 30 days after its receipt of Landlord's statement, any underpayment for such calendar year.

ARTICLE 4 USE OF PREMISES; SIGNS

4.1 Use. The Premises shall be used and occupied by Tenant solely for the Permitted Use and such other lawful use permitted by Applicable Law. Tenant acknowledges that, except for those representations in Article 6, Landlord makes no warranties or representations about the compliance of the Permitted Use with Applicable Laws relating to zoning, environmental or licensing. Tenant may, throughout the Term, utilize any area currently being utilized for outdoor storage. Tenant does not covenant to continuously operate in the Premises; Tenant may cease operations and vacate the Premises at any time, and such vacating shall not result in a default hereunder so long as Tenant otherwise performs its obligations under this Lease.

4.2 Loading Dock. Tenant's use of the Premises shall include the access to two (2) shared loading docks and two (2) drive through doors.

4.3 Signs. Solely with the consent of Landlord, which may be withheld in Landlord's sole discretion, Tenant may, at its own cost and expense, erect and maintain upon the Premises a sign or signs advertising its business and customer parking areas. Such signs, as approved by Landlord, may be displayed either in the interior of the Building or on the exterior thereof, must comply with all Applicable Laws and, to the extent permitted by Applicable Laws, may include hanging or other signs projecting from the exterior of the Building and a pylon or monument sign on the Lot. Upon the expiration of the Term, Tenant shall remove the sign or signs advertising its business and shall repair any damage to the Lot or Building caused by the installation or removal thereof, reasonable wear and tear, casualty loss and condemnation excepted.

4.4 Outside Storage and Parking. Tenant shall not use any part of the Building exterior to the Premises for outside storage. No trash, crates, pallets, or refuse shall be permitted anywhere outside the Building by Tenant except in enclosed metal containers to be located as directed by Landlord. Any citations received due to overflowing garbage, containers left open, or any improper use of containers will be passed on to the responsible party, if known. If responsible party is unknown, costs will be included with the operating expenses. Except, as hereinabove set forth, Tenant shall not park or permit parking of vehicles overnight anywhere about the Building's parking areas without the prior consent of Landlord. Tenant shall have the right to share the Building's parking with the other tenants of the Building, but in no event shall Tenant, Tenant's employees, Tenant's invitees and/or other spectators relating to Tenant's business have the right to occupy more than ____ parking spaces at any given time.

ARTICLE 5 CONDITION OF THE PREMISES; IMPROVEMENTS

5.1 Delivery of Premises. Tenant acknowledges that Tenant has inspected the Premises prior to the date hereof. On the Commencement Date, Landlord shall deliver physical possession of the Premises to Tenant in its "as-is" condition, subject to reasonable wear and tear. Subject to the prior tenant vacating the Premises, Tenant shall have unrestricted access fourteen (14) days prior to the Commencement Date to install furniture and other make ready improvements.

5.2 Landlord's Representations. To Landlord's actual knowledge with no duty to independently investigate, and subject to diligence materials disclosed to Tenant and Tenant's own independent investigation, as of the Commencement Date:

(a) Landlord is the legal and beneficial owner of the Premises and has full power and authority to enter into this Lease. Landlord has good and marketable title to the Premises, free and clear of any liens and encumbrances which will prohibit or limit Tenant's ability to use the Premises for the Permitted Use.

(b) The use of the Premises for the Permitted Use is permitted by Applicable Laws relating to zoning and land use as a matter of right.

(c) The Building structure is sound, the roof does not leak and the Building systems are in good repair and operating condition. The paved areas outside of the Building are in good repair without potholes or drainage issues. The outdoor storage area is in good repair and all isles within the storage area are reasonably accessible.

(d) There are no existing violations of any federal, state or local law, regulation or requirement with respect to the Premises, including but not limited to applicable building, fire and safety codes and ordinances.

(e) All operations on the Premises by Landlord and, to the best of Landlord's knowledge, all prior operators of the Premises are and have been in compliance with all Applicable Laws concerning or relating to industrial hygiene and the protection of health and the environment ("Environmental Laws"), including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, as amended ("CERCLA").

(f) Except as disclosed in the environmental assessment, if any, delivered by Landlord to Tenant prior to the date hereof: (i) Hazardous Substances have never been used, handled, generated, processed, treated, stored, transported to or from, released, discharged or disposed of on, about or beneath the Premises; (ii) there have not been to Landlord's actual knowledge and as of the Commencement Date there will not be any underground storage tanks on the Premises; and (iii) as of the Commencement Date there will be no asbestos or asbestos containing materials in or on the Premises. For purposes of this Lease the term "Hazardous Substances" means any substance regulated under any of the Environmental Laws, including but not limited to asbestos, PCBs, lead-based paint, petroleum products, and any substance designated as a hazardous substance in Section

101(14) of CERCLA or as a hazardous waste under Section 1004(3) of the Resource Conservation and Recovery Act.

5.3 Tenant's Initial Improvements. None.

5.4 Other Improvements by Tenant. Subsequent to completion of the Initial Improvements, if any, Tenant shall not make any alterations, additions or improvements (the "Term Improvements" and, collectively with the Initial Improvements, the "Improvements") which affect the Building structure or Building systems without first obtaining Landlord's consent, which consent shall not be unreasonably withheld, conditioned or delayed, and shall be deemed granted unless Landlord objects in writing to such proposed Improvements within thirty (30) days after receipt of Tenant's written request for consent to such proposed Improvements; provided that (i) emergency repairs and replacements can be made by Tenant upon written notice to Landlord, and (ii) any Improvement or series of related Improvements costing less than \$100,000 that do not affect the structure or integrity of the Building or its Building systems can also be made by Tenant upon prior written notice to Landlord. All Improvements must conform to all Applicable Laws applicable to such Improvements. Tenant shall bear the cost of all Improvements (including demolition). Tenant shall have the right, but not the obligation, to remove all or part of the Improvements upon the expiration or sooner termination of this Lease. If Tenant removes any of the Improvements, Tenant shall promptly repair any damage to the Premises caused by such removal. Any Improvements which Tenant is not required and otherwise does not elect to remove shall become the property of Landlord upon the expiration or sooner termination of this Lease.

5.5 Trade Fixtures and Equipment. Any trade fixtures or equipment installed in or attached to the Premises by Tenant and all other property of Tenant which was personal property prior to its installation shall remain the property of Tenant. Tenant shall have the right to remove its trade fixtures, equipment and property which it may have installed in or attached to the Premises at any time during or upon the expiration of the Term. Tenant, at its sole cost and expense, shall, in a workmanlike manner, promptly repair any damage resulting from such removal and shall plug or close any connection to sources of gas, air, water, electricity or heat or cooling ducts. In the event of Tenant's failure to so repair, Landlord may, upon fifteen (15) days prior written notice to Tenant cause such repairs to be made at Tenant's expense and any costs or expenses so incurred shall constitute Additional Rent under this Lease and shall be payable by Tenant to Landlord within thirty (30) days after written demand.

5.6 Surrender of Premises.

(a) Upon the expiration of the Term of this Lease, or upon any earlier termination of this Lease, Tenant shall quit and surrender possession of the Premises to Landlord in as good order and condition as the same are now or hereafter may be improved by Landlord or Tenant, reasonable wear and tear, fire, casualty and repairs which are Landlord's obligation excepted, and shall, except to the extent Tenant is otherwise permitted by this Lease to leave certain items on the Premises, remove or cause to be removed from the Premises all debris and rubbish, all furniture, equipment, business and trade fixtures and other articles of personal property owned by Tenant or installed or placed by Tenant at its expense in the Premises.

(b) Any property of Tenant not removed by Tenant upon the expiration of the Term of this Lease (or within five (5) business days after a re-entry by Landlord pursuant to Article 11 hereof) shall be considered abandoned. Landlord may, thereafter, remove any or all of such items and dispose of the same in any manner or store the same in a public warehouse or elsewhere; to the extent Tenant is obligated to remove such property upon the expiration of the Term, such removal and storage shall be for the account and at the expense and risk of Tenant. If Tenant shall fail to pay the cost of storing any such property after it has been stored for a period of thirty (30) days or more, Landlord may sell any or all of such property at public or private sale, in such manner and at such time and places as Landlord, in its sole discretion, may deem proper without notice to or demand upon Tenant, and shall apply the proceeds of such sale: first, to the costs and expenses of such sale, including reasonable attorneys' fees actually incurred; second, to the payment of the costs for the removal and storing of any such property; third, to the payment of any other sums of money which may then or thereafter be due to Landlord from Tenant under any of the terms hereof; and fourth, the balance, if any, to Tenant. Notwithstanding anything to the contrary contained in this Lease, Tenant shall not be required to remove its racking upon surrender of the Premises at the end of the Term.

ARTICLE 6 LANDLORD'S COVENANTS

6.1 Maintenance.

(a) Landlord, at its sole cost and expense, shall be responsible for maintaining and repairing (including, any required replacements) the structure of the Building including the foundations, roof, exterior walls, utility lines to their point of connection to the Building, and structural elements of the walls and the floor of the Building, in good working condition and repair. Landlord shall also be responsible, at its sole cost and expense, for replacement (but not the ordinary repair or maintenance) of the HVAC units, or any material component thereof, and the paved areas of the Lot. Notwithstanding any of the foregoing to the contrary, Landlord shall have no responsibility with respect to any obligation hereinabove stated to the extent caused by the negligent or intentionally wrongful acts or omission of Tenant or its agents, employees or invitees and Tenant shall be liable for the cost of all such repairs, but only to the extent the cost of the required repair or alteration is not covered by the property insurance carried on the Building.

(b) Tenant shall be responsible for Tenant's Proportionate Share of Property Expenses (as defined below) incurred in each calendar year. As used in this Lease, the term "Property Expenses" means all costs and expenses incurred in connection with operating, maintaining, repairing and managing the Building and the Property in neat, clean, good order and condition, including without limitation the common areas, loading docks (including common area dock doors and equipment), signage, exterior lighting, utilities (including repair and maintenance of underground utilities), trash removal, fire prevention, parking lots and driveways (including paving, maintenance and replacement), landscaping, snow removal/plowing expenses, accounting and legal fees, a management fee

and any property and general liability insurance coverage maintained by Landlord with respect to the Building.

(c) Landlord shall not be deemed to have committed a breach of any obligation to make repairs or alterations or perform any other act unless (i) it shall have made such repairs or alterations or performed such other act negligently, or (ii) it shall have received notice from Tenant designating the particular repairs or alterations needed or the other act of which there has been failure of performance and Landlord shall have failed to make such repairs or alterations or performed such other act within a reasonable time thereafter, given the nature and extent of the required repair or alteration.

(d) Landlord shall be responsible for compliance with all Applicable Laws applicable to Landlord's obligations set forth in this Section 6.1.

6.2 Access. During the Term of this Lease, all entrances, exits, approaches and means of approach which are on the Commencement Date enjoyed by the Premises shall not be blocked, restricted, interrupted or disturbed by any act of the Landlord. Landlord further covenants that Landlord will not suffer or permit any premises in the vicinity of the Premises which are owned or controlled by Landlord to be used in a manner to create a nuisance, undue noise, obnoxious odors or other interference with enjoyment of the Premises; and that Landlord will not suffer or permit the placement on any such premises of any planters, trees, shrubs, signs, fences, or any structure or projection which in any manner materially obstructs or materially diminishes the visibility of Tenant's signs or storefront.

6.3 Quiet Enjoyment. Subject to Tenant observing and performing all of the terms, covenants and conditions in this Lease, Tenant shall peaceably and quietly have and hold the Premises, without hindrance or interruption by Landlord or any person or persons lawfully claiming by, through or under Landlord, subject to the terms of this Lease.

6.4 Indemnification. Subject to the waiver of subrogation provisions of this Lease, Landlord shall save Tenant harmless, and will indemnify Tenant from and against any and all claims, liabilities or penalties:

(a) on account of or based upon any injury to person, or loss of or damage to property sustained or occurring on or emanating from the Premises on account of or based upon the negligent act or omission or intentional misconduct of Landlord or Landlord's agents, employees or invitees;

(b) on account of any and all claims arising from any breach or default in the performance of any obligations on Landlord's part to be performed under the terms of this Lease; or

(c) on account of any violation of Environmental Laws relating to the presence in, on or under the Premises of Hazardous Substances, other than Hazardous Substances introduced to the Premises by Tenant;

and, in respect of any of the foregoing, from and against all costs, expenses (including reasonable attorneys' fees), and liabilities incurred in or in connection with any such claim, or any action or proceeding; and in case any action or proceeding is brought against Tenant by reason of any such claim, Landlord upon notice from Tenant shall at Landlord's expense resist or defend such action or proceeding, employing counsel reasonably satisfactory to Tenant and Landlord shall not settle or resolve such claim without Tenant's consent if the settlement or resolution involves any liability, agreement, admission or other concession by Tenant.

6.5 Landlord's Signs. Landlord shall not utilize the roof of, or the air rights above, or the exterior walls of, the Premises, either temporarily or permanently, for the installation or utilization of any signage or billboards, and/or the construction of any additions or improvements on, above or adjacent to the Premises, without the prior approval of Tenant, which may be withheld in Tenant's sole discretion.

ARTICLE 7 TENANT'S COVENANTS

7.1 Utilities and Other Services. Tenant shall register the Premises, under Tenant's name, for electricity serviced and paying for that service directly to the electricity provider. Tenant shall pay its for gas and water or other services used, rendered or supplied to or on behalf of for Tenant by Landlord, upon or in connection with the Premises and Building throughout the Term of this Lease, and to indemnify Landlord and save it harmless against any liability or damages arising from Tenant's non-payment therefor. Further, Tenant to pay any charge made from time to time by the public authority having jurisdiction of the Premises of the use of the sanitary sewer system. In case any such charges are not paid by Tenant at the time when the same are payable, Landlord may pay the same and charge Tenant the cost thereof, which charge shall be payable by Tenant as Additional Rent within thirty (30) days after Landlord's written demand. It is understood and agreed that Landlord shall be under no obligation to furnish any utilities to the Premises and shall not be liable for any interruption or failure in the supply of any such utilities to the Premises, unless such interruption is caused by the negligence or intentional misconduct of Landlord, its employees or agents. Notwithstanding the foregoing, in the event said water bills and bills for gas, electric, heat, light and power are not separately metered, Tenant shall pay Tenant's Proportionate Share of the cost of such service within seven (7) days of receipt of an invoice for same; provided, however, that during any time that the Building is not fully occupied, Tenant will pay its allocable share for such services as reasonably determined by Landlord. Further, to the extent that the use of water, gas or other utilities exceed the historical use and such additional use is attributable to Tenant's use of the Premises, Tenant shall be solely responsible for the additional utility charges, as determined by Landlord in its sole and reasonable discretion.

7.2 Taxes.

(a) For purposes of this Section, "Taxes" means all real estate taxes and installments of special assessments levied by any governmental authority against the Premises or taxes in lieu thereof that are due and payable during the Term. Taxes do not include any (1) income taxes, capital stock or franchise taxes, or gift or estate taxes, or (2) penalty or interest for late payment, unless the late payment is due to Tenant's failure to timely pay Taxes pursuant to this Section. Landlord shall provide Tenant with a copy of

each bill for Taxes upon receipt and in no event at least thirty (30) days prior to the date on which such Taxes are due. If such bill for Taxes is so provided to Tenant, Tenant shall pay the Taxes due directly to the applicable taxing authority and provide evidence thereof, in the form of a receipted tax bill, to Landlord at least ten (10) days before such Taxes are deemed delinquent or begin to accrue interest or penalties. If Tenant fails to pay any Taxes and provide evidence thereof to Landlord at least ten (10) days prior to delinquency, Landlord may pay such Taxes, whereupon said sum shall become due from Tenant to Landlord as Additional Rent under this Lease and payable by Tenant within thirty (30) days after written demand by Landlord. Tenant shall be responsible for Tenant's Proportionate Share of Taxes incurred in each calendar year.

(b) Taxes due for the first and last year of the Term shall be prorated.

(c) Tenant shall pay any business, rent, personal property or other taxes that are now or hereafter levied upon Tenant's use or occupancy of the Premises, the conduct of Tenant's business at the Premises, or Tenant's equipment, fixtures or personal property. In the event that any such taxes are enacted, changed or altered so that any of such taxes are levied against Landlord or the mode of collection of such taxes is changed so that Landlord is responsible for collection or payment of such taxes, Tenant shall pay any and all such taxes to Landlord within thirty (30) days after written demand from Landlord.

(d) Tenant may contest any assessment or tax, which contest may be brought by Tenant in Landlord's name if required, all at Tenant's expense. Landlord shall reasonably cooperate in any such contest.

7.3 Maintenance, Repair.

(a) Excepting only those repairs which are the obligation of the Landlord pursuant to Article 6 of this Lease, Tenant, at its sole cost and expense, shall keep, maintain and repair the Premises in the condition as existed on the Commencement Date, reasonable wear and tear and damage by fire or caused by the negligence, fault or misconduct of Landlord, its employees, agents or invitees, or other casualty or condemnation only excepted. All damage to the Building or the Premises, caused by the act or negligence of Tenant, its employees, agents or visitors and not covered by insurance shall be promptly repaired by Tenant, in a workmanlike manner, at its sole cost and expense. Landlord, after notice to Tenant and Tenant's failure to complete same within the periods required under Article 11, may make any repairs which are not promptly made by Tenant and charge Tenant for the cost thereof as Additional Rent.

(b) Tenant, at its sole cost and expense, shall maintain the exterior areas of the Premises, including sidewalks located outside the Premises and keep such areas free from trash.

7.4 Assignment and Subleasing.

(a) Except as otherwise expressly set forth herein, Tenant shall not assign, sublet, mortgage, or encumber (collectively referred to as "Transfer") this Lease without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, and shall be deemed granted if Landlord does not object to a proposed Transfer in writing within thirty (30) days after receipt of a written request describing in reasonable detail the proposed Transfer. In determining whether to grant its consent to a proposed assignment or sublease, Landlord may consider, among other criteria, whether the proposed assignee or subtenant ("Transferee") intends to use the Premises for the Permitted Use and is a financially responsible party. A party shall be deemed to be financially responsible if the proposed assignee's financial information is acceptable to Landlord for the most recently ended fiscal year (including any quarterly statements, if available) reflect a reasonable ability to pay all financial obligations when due, including the obligations incurred in relation to the Transfer.

(b) Any Transfer or purported Transfer in violation of this Section shall be void. Consent by Landlord to any Transfer shall not constitute a waiver of Landlord's right to deny consent to any subsequent Transfer.

(c) Each permitted assignee shall assume and be deemed to have assumed this Lease and shall be and remain liable jointly and severally with Tenant for the payment of the Base Rent and Additional Rent and for the due performance or satisfaction of all of the provisions, covenants, conditions and agreements herein contained on Tenant's part to be performed or satisfied from and after the date of assignment. No assignment or subletting shall relieve Tenant of continuing liability under this Lease unless this Lease is assigned to an entity with (either alone or together with any proposed guarantor) a net worth of not less than \$25,000,000, in which case the Tenant named in this Lease shall be released from any liability under or in connection with this Lease from and after the effective date of such assignment; provided that the permitted assignee shall not have to provide financial statements, but shall provide evidence of having a net worth in excess of \$25,000,000, which evidence can include a certification from the assignee's accountant. In the event of an assignment to a successor to Tenant's business operations and assets located on the Premises within twelve (12) of the effective date of the Lease, the Landlord agrees to enter into a new lease with such assignee having the same terms and conditions as this Lease and a Commencement Date on the date on which such assignment is effective.

(d) Notwithstanding anything contained herein to the contrary, Landlord's consent shall not be required for, and the term "Transfer" shall not include, (i) any assignment or subletting to any subsidiary entity (including, without limitation, a corporation, limited liability company, or partnership) of Tenant, or to any successor to all of Tenant's operations (whether by way of merger, consolidation, or sale of assets or equity interests (including, without limitation, stock, membership interests, partnership interests) of Tenant or any entity controlling Tenant, or any similar transaction); or (ii) any assignment or sublease to an entity which has a net worth of not less than \$25,000,000. In no event shall such an assignee be required to provide financial statements to the Landlord, but shall

provide evidence of having a net worth in excess of \$25,000,000, which evidence can include a certification from the assignee or the assignee's accountant.

7.5 Compliance with Law and Insurance Policies.

(a) Tenant, at its sole expense, shall comply with all Applicable Laws applicable to Tenant's conduct of business on the Premises. Tenant, at its sole expense, shall comply with all rules, orders, regulations or requirements of the Board of Fire Underwriters (or any other similar body with jurisdiction over the Premises) applicable to the Premises (other than structural changes, which changes shall be the responsibility of Landlord). Except for the Permitted Substances (hereinafter defined), there shall not be brought or kept in or on the Premises any inflammable, combustible or explosive fluid, material, chemical or substance.

(b) In addition to, and not in limitation of the foregoing paragraph, Tenant shall not use the Premises for any use involving the emission of odors, fumes, noise or vibration in a manner which is unreasonably offensive or objectionable or involving the use, storage or disposition of any Hazardous Substance other than products used or sold in the usual course of Tenant's business that may include Hazardous Substances, including but not limited to customary office and cleaning supplies and solutions, and industrial plumbing and heating/air conditioning parts, supplies and components within the Premises so long as same are sold, used and stored in a manner which is consistent with the Permitted Use, used, stored and sold in compliance with applicable Environmental Laws (collectively, the "Permitted Substances"). Tenant shall comply with all Environmental Laws concerning the use, storage, handling and disposition of any Hazardous Substances.

7.6 Tenant's Risk. All of Tenant's merchandise, leasehold improvements, furniture, fixtures and property located on or about the Premises shall be at the sole risk and hazard of Tenant, and if the whole or any part of the Premises is destroyed or damaged by fire, water or by the leaking or bursting of water pipes, or in any other manner, no part of such loss or damage will be charged to Landlord unless caused by Landlord's willful misconduct or negligence.

7.7 Indemnification. Subject to the waiver of subrogation set forth in this Lease, Tenant will save the Landlord harmless, and will indemnify Landlord, from and against any and all claims, liabilities or penalties:

(a) on account of or based upon any injury to person or loss of or damage to property, sustained on or occurring in or about the Premises arising out of the use or occupancy of the Premises by Tenant or by any person claiming by, through or under Tenant, except where caused by the negligence, fault or misconduct of Landlord, its employees, agents or invitees;

(b) on account of any and all claims arising from any breach or default in the performance of any obligations on Tenant's part to be performed under the terms of this Lease; or

(c) on account of any violation of Environmental Laws relating to the presence in, on or under the Premises of Hazardous Substances introduced to the Premises by Tenant;

and, in respect of any of the foregoing, from and against all costs, expenses (including reasonable attorneys' fees), and liabilities incurred in or in connection with any such claim, or any action or proceedings; and in case any action or proceeding is brought against Landlord by reason of any such claim, Tenant upon notice from Landlord shall at Tenant's expense resist or defend such action or proceeding and employ counsel reasonably satisfactory to Landlord and Tenant shall not settle or resolve such claim without Landlord's consent if the settlement or resolution involves any liability, agreement, admission or other concession by Landlord.

7.8 Landlord's Access to Premises. Landlord shall have the right, without charge to it and without reduction in Base Rent or Additional Rent, at reasonable times, after reasonable notice and in such manner as not to interfere unreasonably with Tenant's business, to enter upon the Premises to examine the same or make such repairs, alterations, additions or improvements to the Premises that Landlord may deem necessary or which Tenant has failed to do (but nothing in this section shall obligate Landlord to make any such repairs, alterations, additions or improvements) and also for the purpose, during the last six (6) months of the Term (as the same may be extended), of exhibiting the Premises; provided that no "For Rent" or "For Sale" signs or similar signage shall be placed on the Premises. In case of an emergency in the Premises, Landlord may enter the Premises at any time to take such measures as may be needed to cope with such emergency. No action taken pursuant to this section shall be deemed an eviction or disturbance of Tenant nor shall Tenant be allowed any abatement of rent or damages for any injury or inconvenience occasioned thereby, except as provided in the following sentence. Landlord shall use all reasonable efforts to minimize interference with Tenant's business; if, as a result of Landlord's entry, Tenant is not able to conduct business in a material portion of Premises, rent shall be equitably abated.

7.9 Mechanic's Liens. Tenant will not permit to remain undischarged any lien, encumbrance or charge against the Premises arising out of any work of any contractor, mechanic, laborer or materialman employed or contracted by Tenant for work on the Premises. If any lien on account of an alleged debt of Tenant or any notice of contractor by a party engaged by Tenant or Tenant's contractor to work on the Premises shall be filed against the Premises or any part thereof, Tenant shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record unless Tenant is contesting the lien and provides security or bond as reasonably required by Landlord. If Tenant shall fail to cause such lien to be discharged within the period aforesaid then, in addition to any other right or remedy, Landlord may, but shall not be obligated to, discharge the same either by paying the amounts claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings, and in any such event Landlord shall be entitled to compel the prosecution of an action for the foreclosure of such lien by the lienor or to pay the amount of the judgment in favor of the lienor with interest, costs and allowances. Any amount so paid by Landlord, and all costs and expenses including, without limitation, reasonable attorneys' fees, incurred by Landlord in connection therewith shall constitute Additional Rent payable by Tenant under this Lease and shall be paid by Tenant to Landlord within thirty (30) days after Landlord's written demand.

ARTICLE 8 INSURANCE.

8.1 Tenant's Insurance. Tenant shall, at Tenant's expense, obtain and keep in full force and effect during the Term the following types of insurance in the amount specified:

(a) Comprehensive General Liability insurance against any liability arising out of the use and occupancy of the Premises. Such insurance shall provide combined single limit per occurrence coverage of not less than Two Million Dollars (\$2,000,000.00) for property damage and bodily injury or death of one or more persons, with endorsements for contractual liability.

(b) Property Damage insurance for Tenant's trade fixtures, stock and other personal property located on the Premises insured under a policy of insurance endorsed with Special (All-Risk) Causes of Loss Form for such amounts as Tenant determines, in Tenant's reasonable business judgment.

(c) Workers' Compensation Insurance and Employers Liability Insurance with statutory benefits and limits which shall fully comply with all State and Federal requirements applying to this insurance, which shall include Broad Form all states and voluntary compensation endorsements.

If Tenant fails to procure the aforesaid insurance, Landlord shall have the option, after five (5) business days' notice to Tenant, to obtain such insurance in which case Tenant shall reimburse Landlord for the reasonable cost and expense thereof.

8.2 Landlord's Insurance. Throughout the Term, Landlord shall purchase and keep in force and effect:

(a) Comprehensive General Liability insurance against any liability arising out of the Premises. Such insurance shall provide combined single limit per occurrence coverage of not less than Two Million Dollars (\$2,000,000.00) for property damage and bodily injury or death of one or more persons, with endorsements for contractual liability.

(b) Property Damage insurance for the Building insured under a policy of insurance endorsed with Special (All-Risk) Causes of Loss Form for the full replacement value thereof.

Landlord covenants that it will seek commercially competitive rates and deductibles on all insurance, and all proceeds of insurance applicable to the Premises shall be applied to the restoration of the Premises.

8.3 Insurance Policies. Each of the policies of insurance required of Landlord and Tenant pursuant to this Article shall (a) provide that it shall not be cancelable without at least thirty (30) days' prior written notice to the other party, (b) name the other party and any mortgagee of any Mortgage as an additional insured as its interests may appear, and (c) be effected under

valid and enforceable policies issued by insurers of recognized responsibility licensed and admitted to do business in the State in which the Premises are located and rated by Best's Insurance Reports (or any successor publication of comparable standing) A-/X or better or the then equivalent of such rating. Each party hereto shall cause to be issued to the other, upon request, certificates of insurance evidencing compliance with their respective covenants hereunder.

8.4 Blanket Policies. Nothing contained in this Article shall prohibit either party hereto from obtaining a policy or policies of blanket insurance which may cover other property of such party, provided that any such blanket policy (a) expressly allocates to the properties to be insured hereunder not less than the amount of insurance required pursuant to this Lease, and (b) shall not diminish the obligations of such party so that the proceeds from the blanket policy will be less than the proceeds that would be available if the required insurance was obtained under policies separately insuring such risks.

ARTICLE 9 FINANCING; ESTOPPEL CERTIFICATES

9.1 Landlord's Financing. This Lease is and shall be subject and subordinate to all ground leases, deeds of trust or mortgages now or hereafter entered into or granted by the Landlord ("Mortgages") which may now or hereafter affect the Premises and to all renewals, modifications, consolidations, replacements, and extensions of such Mortgages; provided, however, that as a condition precedent to such subordination, each such holder of a Mortgage shall have delivered to Tenant a subordination, non-disturbance and attornment agreements within a commercially reasonable time period, but in no event a period of time longer than fifteen (15) calendar days after requested, in form reasonably satisfactory to all parties thereto in which each such mortgagee shall expressly covenant that unless an Event of Default is then occurring and continuing hereunder on Tenant's part, and then only in accordance with this Lease, that Tenant's quiet possession of the Premises shall remain undisturbed upon the terms, covenants and conditions stated herein. Tenant agrees to timely comply with reasonable requests for execution of documentation to effect the subordination of its leasehold interest subject to and in accordance with the terms of this Section 9.1.

9.2 Attornment. Tenant agrees, upon the request of Landlord or any successor Landlord, to recognize and attorn to such successor landlord as if it were the Landlord named herein, provided that such successor landlord has agreed to assume Landlord's responsibilities hereunder.

9.3 Tenant's Financing. Tenant shall have the right to finance and/or lease equipment, trade fixtures and inventory used in the conduct of its business at the Premises. Landlord hereby waives any statutory or common law lien Landlord may have in Tenant's equipment, trade fixtures, inventory and other personal property, and agrees upon request to execute such documents as the lessor or lender with respect to any such personal property may reasonably require to confirm such waiver and the rights of such lessor or lender in such property.

9.4 Estoppel Certificate. Each party agrees, without charge and at any time, within twenty (20) days after written request of the other party, to certify by a written instrument duly

executed, acknowledged and delivered to such other party or any other person, firm or corporation specified in such request:

- (a) as to whether this Lease has been modified or amended, and if so the substance and manner of such modification or amendment;
 - (b) as to the validity and force and effect of this Lease;
 - (c) as to the existence of any default hereunder;
 - (d) with respect to Tenant, as to the existence of any offsets, counterclaims or defenses thereto on the part of Tenant;
 - (e) as to the commencement and expiration dates of the Term;
 - (f) as to the dates to which rental payments have been made;
- and
- (g) as to any other matters as may reasonably be so requested.

Any such certificate may be relied upon by the addressee, and the party making the same shall be bound by the contents of such certificate.

ARTICLE 10 EMINENT DOMAIN; CASUALTY

10.1 Eminent Domain.

(a) If the whole of the Premises shall be taken, either party may terminate this Lease as of the date possession is required by the condemning authority. If the part of the Premises to be taken shall, in Tenant's reasonable judgment, substantially interfere with the operation of Tenant's business in the balance thereof (including but not limited to the taking of substantial or material parking areas and access drives to the Premises) under power of eminent domain, or sold, transferred, or conveyed in lieu thereof, either party may terminate this Lease as of the date possession is required by the condemning authority.

(b) No award for any partial or entire taking shall be apportioned, and Tenant hereby assigns to Landlord any award which may be made in such taking or condemnation, together with any and all rights of Tenant now or hereafter arising in or to the same or any parts thereof; provided, however, that nothing contained herein shall be deemed to give Landlord any interest in or require Tenant to assign to Landlord any award made to Tenant for the taking of Improvements, personal property and fixtures belonging to Tenant and removable by Tenant at the expiration of the Term hereof, as provided hereunder, or for the interruption of, or damage to Tenant's business or for relocation expenses recoverable against the condemning authority.

(c) In the event of a partial taking, or a sale, transfer, or conveyance in lieu thereof, which does not result in a termination of this Lease, Landlord shall reasonably restore the Premises substantially to the condition prior to such partial taking and, thereafter, Base Rent shall be equitably adjusted. Notwithstanding, in the event the Premises are not reasonably restored within 90 days from the date of the condemnation, then Tenant may terminate the Lease upon 30 days prior written notice at any time after the 90 days from the date of the condemnation up to and including the 280th day following the date of the condemnation. If the Landlord is aware the Premises cannot be restored within 90 days after the date of condemnation, Landlord shall notify Tenant in writing within a reasonable time and Tenant shall have the right to terminate the Lease upon thirty (30) days prior written notice at any time during the 180-day period beginning when Tenant receives such notice from Landlord.

(d) Landlord shall not consent to any proposed taking, or consent to convey the Premises or a part thereof by deed in lieu, without first giving Tenant notice of the proposed taking and giving Tenant the right, at its expense, to bring or join in any action contesting the proposed taking. No temporary taking of a part of the Premises including parking, facilities and adjacent landscaped areas, shall give Tenant any right to terminate this Lease; provided, however, Tenant shall be entitled to equitable abatement of Rent if such temporary taking materially interferes with Tenant's business.

10.2 Casualty.

(a) If, during the Term, the Building is totally damaged or destroyed from any cause rendering the Premises totally inaccessible or unusable for the Permitted Use, then either party hereto may terminate the Lease as of the date of such casualty. In the event such damage or loss of accessibility or use is partial, Landlord shall, to the extent of the available insurance proceeds plus the amount of any deductible, diligently restore and repair the Premises and the Building to substantially the same condition they were in prior to such damage. Notwithstanding the foregoing, (i) if the Building is damaged in excess of fifty percent (50%) of its full replacement cost and, in the reasonable judgment of Landlord, repairs and restoration cannot be completed within one hundred eighty (180) days after the occurrence of such damage, including the time needed for removal of debris, preparation of plans and issuance of all required governmental permits, or (ii) if the cost to repair and restore the Building is estimated to exceed the insurance proceeds receivable by Landlord under the insurance maintained by Landlord pursuant to Article 8 hereof by more than the amount of the applicable deductible, Landlord shall have the right to terminate this Lease by giving written notice of termination to Tenant within sixty (60) days after the occurrence of such damage. If this Lease is not terminated as a result of a casualty, Landlord shall deliver a written estimate of the date that the restoration of the Premises is reasonably projected to be completed (the "Restoration Date"). If the restoration of the Premises is not substantially completed by the date which is 60 days after the Restoration Date, Tenant shall have the right to terminate this Lease until such date as Landlord's restoration of the Premises is substantially completed. Notwithstanding anything to the contrary contained herein, if any casualty occurs during the final 12 months of the Term that renders at least 25% of the Premises untenable, then either party may terminate this Lease within 30 days after the

occurrence of the casualty. In the event of a termination of this Lease pursuant to this Section 10.2, all Rent shall be abated as of the date of the casualty.

(b) In the event of a fire or other casualty and this Lease is not terminated (a "Partial Casualty"), the Base Rent and Additional Rent to be paid under this Lease shall be abated proportionately in the ratio which Tenant's use of the Premises has been impaired from the date of such Partial Casualty until repair and restoration have been completed. Tenant shall not be entitled to any compensation or damages from Landlord for loss or the use of the whole or any part of said Premises or for any inconvenience or annoyance occasioned by any such damage, repair or restoration.

10.3 Effect of Termination. In the event of any termination of this Lease pursuant to this Article 10, neither party shall have any further rights or obligations hereunder, other than those which expressly survive the expiration or earlier termination of the Term.

ARTICLE 11 DEFAULT

11.1 Tenant's Default. If Tenant:

(a) fails to pay, when due, any installment of Base Rent or Additional Rent where such failure continues for more than five (5) business days after Tenant has received written notice of the delinquent payment from or on behalf of Landlord; provided, however, Landlord need not give any such written notice more than twice in any twelve (12) month period, and for the balance of such twelve (12) month period, an Event of Default shall be deemed to have occurred if a payment of any Base Rent or Additional Rent is more than ten (10) days past due, with or without notice from Landlord; or

(b) neglects or fails to perform or observe any of Tenant's obligations and covenants (except for the payment of Base Rent or Additional Rent) for a period of thirty (30) days after written notice from Landlord or, if such default shall reasonably require longer than thirty (30) days to cure, Tenant shall not within said period commence and diligently proceed to cure such default; or

(c) makes any assignment of all or substantially all of its assets for the benefit of creditors, files a voluntary petition in bankruptcy, is by any court adjudicated a bankrupt, takes the benefit of any insolvency act, or if a receiver or trustee of Tenant and/or its property shall be appointed in any proceedings,

then in each or any such case it shall constitute an "Event of Default" hereunder and Landlord may terminate this Lease by not less than five (5) days written notice to Tenant, without prejudice to any remedy which otherwise might be available for arrears of Base Rent or Additional Rent or breach of covenant.

If Landlord terminates this Lease as aforesaid, Tenant shall forthwith pay to Landlord all Base Rent and Additional Rent which was due prior to the date of such termination and Tenant shall also continue to pay, on the days originally fixed herein for the payment thereof, amounts equal to

the several installments of Base Rent and Additional Rent that would have become due if this Lease had not been terminated.

Alternatively, at the election of Landlord, Tenant will pay to Landlord upon termination of the Lease, as liquidated damages, the amount of the excess, if any, of the present value at the time of termination of the total Base Rent and Additional Rent which would have accrued to Landlord under this Lease over and above the present value of the fair market rental value of the Premises for the remaining balance of the Term. For the purpose of this paragraph, the Additional Rent shall be computed by assuming that Taxes and operating expenses would be the amount thereof for the immediately preceding year of the Term.

In addition to the foregoing, Tenant agrees that Landlord may obtain possession of the Premises by due process of law and re-let the Premises or any part or parts thereof, either in the name of Landlord or otherwise for a term or terms which may, at Landlord's option, be less than or exceed the period which would otherwise have constituted the balance of the Term and may grant reasonable concessions or free rent in connection therewith. If Landlord obtains possession after an Event of Default, Landlord shall use commercially reasonable efforts to relet the Premises. Landlord may make such alterations, repairs, replacements and decorations on the Premises which in Landlord's judgment are advisable or necessary for the purpose of re-letting the Premises, and the making of such alterations or decorations shall not release Tenant from any liability. In the event the Premises are re-let by Landlord, Tenant shall be entitled to a credit in the net amount of rent received by Landlord, after deduction of all reasonable expenses incurred in connection with Tenant's default, re-letting the Premises and collecting the rent.

11.2 Landlord's Right to Perform Tenant's Covenants. Tenant agrees that, if it fails to make any payment or perform any other act as required in this Lease, Landlord in its sole discretion may make any payment or perform any other act on the part of Tenant in such manner and to such extent as Landlord may reasonably deem necessary, including paying necessary and incidental costs and reasonable attorneys' fees. The making of any such payment or the performing of any other act by Landlord shall not waive or release Tenant from its obligations. All amounts so paid by Landlord shall be payable as Additional Rent to Landlord within thirty ten (10) following written demand.

11.3 Landlord's Default. Except for a default by Landlord under Article X for which there shall not be any notice or grace periods, Landlord shall not be deemed to be in default hereunder unless such default remains uncured for more than thirty (30) days following written notice from Tenant to Landlord specifying the nature of such default, or such longer period as may be reasonably required to correct such default. In the event that Landlord fails to cure such default within thirty (30) days after notice from Tenant (or fails to commence such cure and diligently prosecute it to completion if the nature of the default is such that it cannot be cured within thirty (30) days), then Tenant may, but shall not be obligated to, cure such default, and the reasonable costs thereof, together with interest thereon at the Overdue Interest Rate may be billed to Landlord, in which case Landlord shall reimburse Tenant within thirty (30) days after the date of such bill. Notwithstanding the foregoing, if immediate action is required to avoid further damage to Tenant's property, or to protect the safety of Tenant's employees, customers, licensees or invitees, Tenant shall not be obligated to give written notice to Landlord of such condition (but shall endeavor to

give Landlord such notice as may be practical under the circumstances), and Tenant may perform the repair on behalf of Landlord without waiting for the expiration of the aforesaid period, and thereafter, bill Landlord as aforesaid. If Landlord fails to reimburse Tenant within the thirty (30) day period described in this Section 11.3, then Tenant may send Landlord a second notice of such failure, and a demand for reimbursement within ten (10) days thereafter. If Landlord fails to reimburse Tenant within ten (10) days after such second notice, then Tenant may, at its election, in addition to any other remedies available to it, set off such amounts against those installments of Rent thereafter coming due hereunder until Tenant has been reimbursed in full. Tenant's rights set forth in this section shall be in addition to any other rights which may be available to Tenant under this Lease, or at law or in equity. Notwithstanding anything to the contrary set forth hereinabove, Tenant shall not be required to perform any repairs which would otherwise be Landlord's obligation hereunder.

ARTICLE 12 EXTENSION OPTION

12.1 Extension Option.

(a) Tenant shall have the option to extend the Term of this Lease for one (1) successive period of Five (5) years (the "Extension Option"), provided that Tenant gives Landlord written notice of its election to exercise the Extension Option at least ninety (90) days prior to the then expiration of the Term of this Lease. If Tenant exercises the Extension Option, this Lease shall continue on all of the terms and conditions herein set forth, and the "Term" shall be deemed to include the period of the applicable Extension Option. Tenant shall be deemed to have waived its right to exercise its right to the Extension Option if Tenant fails to serve notice upon Landlord within the requisite time period herein.

(b) The annual Base Rent in effect during the Extension Option shall be as set forth on Schedule 1 attached hereto.

ARTICLE 13 GUARANTOR

This Lease and the performance and observance of the terms, provisions and obligations set forth herein shall be guaranteed by Helen Zhen, pursuant to the Guaranty, in the form attached hereto as **Exhibit B**, which Guaranty has been executed contemporaneously herewith.

ARTICLE 14 MISCELLANEOUS

14.1 Security Deposit. Concurrently with Tenant's execution of this Lease, Tenant shall deposit with Landlord in the amount set forth in the section labeled, Reference Data, for the performance of all of Tenant's obligations under this Lease. Within thirty (30) days following the expiration of the Term, Landlord shall (provided that Tenant is not in default under this Lease) return the Security Deposit to Tenant, less such portion as Landlord shall have appropriated in accordance with the provisions of this Section 14.1. Landlord shall have the right, but not the

obligation, to apply all or any portion of the Security Deposit as may be reasonably necessary for the sole purpose of effectuating a cure of any Event of Default hereunder, in which event Tenant shall be obligated to restore the Security Deposit to the full amount within ten (10) business days, and Tenant's failure to do so shall be deemed to be a material default of this Lease. Tenant hereby waives (i) all provisions of law, now or hereafter in force, applicable to security deposits in the commercial context, including without limitation, any laws which provide that Landlord may claim from a Security Deposit only those sums reasonably necessary to remedy defaults in the payment of rent, to repair damage caused by Tenant or to clean the Premises ("Security Deposit Laws"), and (ii) any and all rights, duties and obligations either party may now or, in the future, will have relating to or arising from the Security Deposit Laws. Notwithstanding anything to the contrary contained herein, the Security Deposit may be retained and applied by Landlord (a) to offset unpaid Rent (as defined in Section 5.1) which has caused an Event of Default, and (b) against other actual documented out-of-pocket damages suffered by Landlord as a direct result of an Event of Default. The Security Deposit shall be held by Landlord free of trust, and may be commingled with other funds and accounts of Landlord or its agents, and Tenant shall not be entitled to receive any interest earned with respect thereto. In the event of a sale of the Building or assignment of this Lease by Landlord to any person other than a mortgagee, and upon written notice thereof to Tenant, Landlord shall have the right to transfer the Security Deposit to its vendee or assignee, and thereupon Landlord shall be released and relieved from any liability with respect to the return of such Security Deposit to Tenant, such vendee or assignee to be solely responsible to Tenant therefor.

14.2 Broker. Landlord and Tenant each warrant and represent that it has not been represented by or negotiated with any broker in connection with this Lease other than the Broker identified in the Reference Data. Further, each party agrees to indemnify and hold the other party harmless if such warranty or representation is untrue. Landlord is responsible for payment of any commission due such Broker.

14.3 Waiver of Jury Trial. Each party hereby waives any right it may have to a trial by jury in any action, proceeding or counterclaim brought on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises and/or any claim of injury or damage. This waiver is a material inducement for each party's entering into this Lease and this waiver is knowingly, intentionally and voluntarily made by each party, and each party acknowledges that neither party nor any person acting on such party's behalf has made any representation of fact to induce this waiver by the other party. Each party further acknowledges that it has been represented (or has had the opportunity to be represented) in the negotiation and execution of this Lease by independent legal counsel selected by such party of its own free will, and has had the opportunity to discuss this waiver with said counsel.

14.4 Subrogation. Landlord and Tenant hereby waive and release each other to the extent of any insurance coverage from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to property, even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible.

14.5 Interest on Past Due Obligations. Any amount due from one party to the other hereunder which is not paid when due shall bear interest at an interest rate (the "Overdue Interest Rate") equal to ten percent (10%) per annum (or, if lower, the highest rate then allowed under the usury laws of the State in which the Premises are located) from the date due until the date paid.

14.6 Notices. Any notices, statements, demands, requests, consents, communications and certificates (all of which are generically referred to herein as "notices") given pursuant to this Lease shall be valid only if given in writing (except if any provision of this Lease expressly permits oral notice or other means of communication). Notices shall be deemed to have been duly given upon the earlier of: (i) upon delivery if personally delivered or sent via email; (ii) one (1) business day after having been deposited for overnight delivery, fee prepaid, with a reputable overnight courier service, having a reliable tracking system; or (iii) three (3) business days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by certified mail, postage prepaid, return receipt requested, or by USPS "Priority Mail". Rejected or refused delivery shall constitute valid delivery, and any charges resulting therefrom shall be paid by the addressee of the rejected or refused delivery. Notices shall be sent to the addresses of the parties set forth in the Reference Data to this Lease; provided, however, the person and place to which notice may be given may be changed from time to time by Landlord or Tenant respectively upon written notice to the other, effective five (5) days after delivery of such notice. Notices may be given by counsel on behalf of any party and shall be effective as if given by such party.

14.7 Non-Waiver Provision. No assent or waiver, express or implied, by a party to the breach of any provision of this Lease, and no waiver, express or implied, of any such agreement or condition shall be deemed to be a waiver of or assent to any succeeding breach. The acceptance by Landlord, or payment by Tenant, of Base Rent or Additional Rent, or silence by either party as to any breach, shall not be construed as waiving any of such party's rights. No payment by one party to the other of a lesser amount than is due from such party to the other shall be deemed to be anything but payment on account, and the acceptance by a party of a check for a lesser amount with an endorsement or statement thereon or upon a letter accompanying said check that said lesser amount is payment in full shall not be deemed an accord and satisfaction, and such party may accept said check without prejudice to recover the balance due or pursue any other remedy.

14.8 Persons Bound. The word "Landlord" shall include in each instance in which it is used, and bind, Landlord, and its heirs, legal representatives, successors and assigns, and the word "Tenant" shall include in each instance in which it is used and bind Tenant, its heirs, legal representatives, successors, and assigns. In the event that at any time Landlord shall sell or transfer title to the Premises, provided that the purchaser or transferee assumes the obligations of Landlord hereunder, the Landlord named herein shall not be liable to Tenant for any obligations or liabilities based on or arising out of events or conditions occurring after the date of such sale or transfer.

14.9 Captions. The captions throughout this Lease are for convenience or reference only, and shall in no way be held or deemed to define, limit, explain, describe, modify or add to the interpretation, construction or meaning of any provision of this Lease.

14.10 No Recording. This Lease shall not be recorded. Both parties shall, upon the request of either, execute and deliver a notice or short form of this Lease in such form as may be permitted by applicable statute. If this Lease is terminated before the Term expires, the parties shall execute, deliver and record an instrument acknowledging such fact and the actual date of termination of this Lease.

14.11 Force Majeure. In the event that either party shall be delayed or hindered in or prevented from the performance of any act required under this Lease, by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, public health quarantines, pandemics or other endemic outbreaks of disease wherever they may occur that disrupt the normal course of business in the market in which the Building is located (including, without limitation, labor issues, stay at home orders, travel restrictions or disruptions in the supply chain), riots, war, acts of terrorism, extreme weather, fire, flood, acts of God or other reasons of a like nature not the fault of the party delayed in performing work or doing the acts required, then performance of such act shall be excused for the period of such delay. The provisions of this section shall in no event operate to excuse Tenant from the prompt payment of Base Rent or Additional Rent, or excuse performance by either party due to lack of funds. In any case where work is to be paid for out of insurance proceeds or condemnation awards, due allowance shall be made, both to the party required to perform such work and to the party required to make such payments, for reasonable delays in the collection of such proceeds or awards.

14.12 Construction. The parties hereto hereby acknowledge and agree that each party hereto is of equal bargaining strength, each such party has actively participated in the drafting, preparation and negotiation of this Lease, and any rule of construction to the effect that ambiguities are to be resolved against the drafting parties shall not apply in the interpretation of this Lease, or any portions hereof, or any amendments hereto.

14.13 Partial Invalidity. The invalidity of one or more phrases, sentences, clauses or articles shall not affect the remaining portions of this Lease, and if any part of this Lease should be declared invalid by the final order, decree or judgment of a court of competent jurisdiction, this Lease shall be construed as if such invalid phrases, sentences, clauses or articles had not been inserted.

14.14 Governing Law. The terms and conditions of this Lease shall be governed by the laws of the State in which the Premises are located.

14.15 Counterparts; Electronic Signature. This Lease may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all of which shall together constitute one and the same instrument. Counterparts hereof executed by telephone facsimile, electronic mail, "DocuSign," or similar electronic means, shall have the same force and effect as original counterparts.

14.16 Consents and Approvals. In any case where a consent or approval by Landlord or Tenant is required hereunder, such consent or approval shall not be unreasonably withheld, conditioned or delayed.

14.17 Fees and Costs of Litigation. The substantially prevailing party in any litigation arising out of or in connection with this Lease shall be entitled to receipt of reasonable attorneys' fees and costs from the other party. The judge (or other arbiter of any litigation or proceeding) shall, in rendering a decision, be authorized and empowered to declare which party hereto is the "substantially prevailing party."

14.18 Landlord Assignment. The Landlord may assign this Lease, at any time and without notice to Tenant. In the event of a sale of the Building or assignment of this Lease by Landlord, Landlord shall have the right to transfer the Security Deposit to its assignee, and thereupon Landlord shall be released and relieved from any liability with respect to the return of such Security Deposit to Tenant, such assignee to be solely responsible to Tenant therefor.

14.19 Entire Agreement. This Lease, including the Reference Data, Terms and Conditions and the exhibits, schedules, riders and attachments hereto, all which are incorporated herein by reference, set forth the entire agreement between the parties and cannot be modified or amended except in writing duly executed by the Parties.

14.20 Submission Not Offer. The submission of this Lease by Landlord, its agent, or representative for examination or execution by Tenant does not constitute an option or offer to lease the Premises upon the terms and conditions contained herein or a reservation of the Premises in favor of Tenant, it being intended hereby that this Lease shall only become effective upon the execution hereof by Landlord and delivery of a fully executed counterpart to Tenant.

[Remainder of page intentionally left blank. Signature page to follow.]

SCHEDULE 1

BASE RENT

<u>Term</u>	<u>Monthly Base Rent</u>	<u>Annual Base Rent</u>
04/01/2024 – 03/31/2025	\$11,533.79	\$138,405.50
04/01/2025 – 03/31/2026	\$11,937.47	\$143,249.69
04/01/2026 – 03/31/2027	\$12,355.29	\$148,263.43
04/01/2027 – 03/31/2028	\$12,787.72	\$153,452.65
04/01/2028 – 03/31/2029	\$13,235.29	\$158,823.49

Note: the first month's rent of lease shall be abated per Section 3.3 of the Lease.

Extension Option

The Extension Option will be for an additional five (5) years.

Rent for the Extension Term shall be based on the then market rent rate with the minimum increase being 104% of the prior year's rent per square foot, which shall be provided to Tenant upon Tenant's written notice of its election to exercise the Extension Option.

EXHIBIT A

The Premises

[Insert Site Plan for the Premises.]

EXHIBIT B

Guaranty of Lease

GUARANTY OF LEASE

THIS GUARANTY OF LEASE ("Guaranty") is made as of this ____ day of _____, 2023 by Helen Zhen, an individual ("Guarantor,"), for the benefit of Feiger Family Properties, L.L.C., an Illinois liability company ("Landlord").

RECITALS

Egret CZ LLC, an Illinois limited liability ("Tenant"), and Landlord are simultaneously entering into that certain Lease dated as of the ____ day of November, 2023 (the "Lease"), pursuant to which Landlord shall lease to the Tenant 16,283 square feet of the real property and improvements commonly known as 8150 Lehigh Avenue, Morton Grove, Illinois ("Premises") for the operation of a badminton training center and related office.

The Guarantor is an owner of and has significant financial interest in Tenant and has the ability to control Tenant's operations.

As a material inducement to Landlord's agreement to enter into the Lease with Tenant, Landlord has required this Guaranty from the Guarantor.

The Guarantor will realize significant benefits from the Lease and, therefore, has agreed to guaranty the performance of Tenant's obligations under the Lease, as set forth in this Guaranty.

NOW THEREFORE, for and in consideration of the matters forth in the Recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor agrees as follows:

AGREEMENTS

1. **Recitals.** The Recitals set forth above are incorporated herein by reference and made a part of this Guaranty.

2. **Definitions.** Unless defined herein, capitalized terms shall have the meanings set forth in the Lease.

3. **Payment and Performance Guaranty.** Guarantor, as primary obligor, and not as surety or guarantor of collection only, guaranties to Landlord (a) the full and prompt payment of Base Rent, Additional Rent, Rent (as such terms are defined in the Lease), and any and all other sums and charges payable by Tenant under the Lease (hereinafter collectively called "Guaranteed Rent"), (b) the full and timely performance and observance of all the covenants, terms, conditions, and agreements therein provided to be performed and observed by Tenant, and (c) the full and

prompt payment of any and all expenses, costs and fees incurred by Landlord in enforcing Landlord's rights under the Lease and this Guaranty. Guarantor hereby covenants and agrees that if Default shall at any time be made by Tenant in the payment of any Guaranteed Rent, or if Tenant should Default in the performance and observance of any of the terms, covenants, provisions, or conditions of the Lease, Guarantor shall forthwith pay the Guaranteed Rent to Landlord and any arrears thereof, and shall forthwith faithfully perform and fulfill all of such terms, covenants, conditions, and provisions, and will forthwith pay to Landlord all damages that may arise in consequence of any Default by Tenant under the Lease, including, without limitation, all attorneys' fees and disbursements incurred by Landlord or caused by any such Default or by the enforcement of this Guaranty.

4. **Irrevocable, Absolute, Unconditional Guaranty.** This Guaranty is an irrevocable, absolute and unconditional guaranty of payment and of performance without regard to the validity, regularity, or enforceability of any obligation of Tenant under the Lease or otherwise and regardless of any law, regulation, or decree now or hereafter in effect which might in any manner affect the obligations of Tenant, any rights of Landlord, or cause or permit to be invoked any alteration in the timing, amount, currency, or manner of payment of any of the obligations hereby guaranteed.

5. **Independently Enforceable Guaranty.** This Guaranty shall be enforceable against Guarantor without the necessity for any suit or proceedings on Landlord's part of any kind or nature whatsoever against Tenant, and without the necessity of any notice of nonpayment, nonperformance, or nonobservance or of any notice of acceptance of this Guaranty or of any other notice or demand to which Guarantor might otherwise be entitled, all of which Guarantor hereby expressly waives; and Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of Guarantor hereunder shall in no way be terminated, affected, diminished, or impaired by reason of the assertion or the failure to assert by Landlord against Tenant of any of the rights or remedies reserved to Landlord pursuant to the provisions of the Lease.

6. **Continuing Guaranty.** This Guaranty shall be a continuing Guaranty, and the liability of Guarantor hereunder shall in no way be affected, modified or diminished by reason of any assignment or subletting by Tenant (regardless of whether such assignment or subletting is a Permitted Transfer to which Landlord consents), or by a change in the use of the Premises, or by an amendment or modification of the Lease, or by reason of any dealings or transactions or matter or thing occurring between Landlord and Tenant, or by reason of any bankruptcy (including, without limitation, any rejection or termination of the Lease in such a proceeding), insolvency, reorganization, arrangement, assignment for the benefit of creditors, receivership or trusteeship affecting Tenant, whether or not notice thereof is given to Guarantor. Guarantor hereby consents that the obligations and liabilities of Tenant as tenant under the Lease may, from time to time, be renewed, extended, modified, compromised, released, or waived by Landlord, all without notice to or assent by Guarantor, as if Landlord has obtained the prior written consent of Guarantor, and Guarantor shall remain bound hereunder in respect of the obligations of Tenant under the Lease as the same shall have been renewed, extended, modified, compromised, released, or waived.

7. **Waivers By Guarantor.** To the extent permitted by law, Guarantor expressly waives any requirement of diligence on the part of Landlord in enforcing its rights under the Lease,

any presentment requirement, protest, notice of any kind or nature with respect to the Lease, and any demand for payment requirement.

8. **Authority to Execute.** Each Guarantor represents and warrants to Landlord that he or she has the legal capacity to execute this Guaranty, that he or she has consulted and conferred with competent legal counsel before executing this Guaranty, that he or she has read and understood the terms of this Guaranty and acknowledges that this Guaranty is the binding obligation of Guarantor, enforceable in accordance with its terms.

9. **Cumulative Remedies.** All rights and remedies of Landlord under the Lease or under this Guaranty are intended to be distinct, separate and cumulative and no such right or remedy therein or herein mentioned is intended to be in exclusion of or a waiver of any of the others.

10. **Joint and Several Liability.** If more than one Guarantor has signed this Guaranty, each Guarantor shall be jointly and severally liable for all obligations and liabilities arising under or pursuant to this Guaranty.

11. **Binding Effect.** This Guaranty shall bind and inure to the benefit of Landlord and Guarantor and each of their respective legal representatives, successors and assigns.

12. **Choice of Law.** This Guaranty shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to any conflict of laws principles.

13. **Consent to Jurisdiction.** GUARANTOR HEREBY IRREVOCABLY AGREES THAT ANY SUIT, ACTION, PROCEEDING OR CLAIM AGAINST GUARANTOR ARISING OUT OF OR IN ANY WAY RELATING TO THIS GUARANTY OR THE LEASE, OR ANY JUDGMENT ENTERED BY ANY COURT IN RESPECT THEREOF, MAY BE BROUGHT OR ENFORCED IN THE STATE OR FEDERAL COURTS LOCATED IN COOK COUNTY, ILLINOIS OR IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS. NOTHING HEREIN SHALL, OR SHALL BE CONSTRUED SO AS TO, LIMIT THE RIGHT OF LANDLORD, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TO BRING ACTIONS, SUITS OR PROCEEDINGS WITH RESPECT TO THE OBLIGATIONS AND LIABILITIES OF GUARANTOR UNDER, OR ANY OTHER MATTER ARISING OUT OF OR IN CONNECTION WITH, THIS GUARANTY OR THE LEASE OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT RENDERED IN ANY SUCH ACTION, SUIT OR PROCEEDING IN THE COURTS OF ANY JURISDICTION IN WHICH ANY ASSETS, PROPERTIES OR REVENUES OF GUARANTOR MAY BE FOUND, OR THE RIGHT TO AFFECT SERVICE OF PROCESS IN ANY JURISDICTION IN ANY OTHER MANNER PERMITTED BY LAW. IN ADDITION, GUARANTOR IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY OBJECTION THAT GUARANTOR MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY OF THE AFORESAID ACTIONS, SUITS OR PROCEEDINGS BROUGHT IN ANY OF THE COURTS REFERRED TO ABOVE, AND FURTHER IRREVOCABLY AND UNCONDITIONALLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM THAT ANY SUCH ACTION, SUIT OR PROCEEDING BROUGHT IN ANY OF THE AFORESAID COURTS HAS BEEN BROUGHT IN ANY INCONVENIENT FORUM.

14. **Waiver of Jury Trial.** GUARANTOR AND LANDLORD HEREBY EXPRESSLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHT, POWER, OR REMEDY UNDER OR IN CONNECTION WITH THIS GUARANTY OR THE LEASE OR UNDER OR IN CONNECTION WITH ANY AMENDMENT, INSTRUMENT, DOCUMENT, OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith OR THEREWITH, AND AGREE THAT ANY SUCH ACTION SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. THE TERMS AND PROVISIONS OF THIS SECTION CONSTITUTE A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO AND ACCEPTING THIS GUARANTY.

15. **Notices.** All notices or other written communications hereunder shall be deemed to have been properly given (i) upon delivery, if delivered in person with receipt acknowledged by the recipient thereof, (ii) one (1) Business Day after having been deposited for overnight delivery with any reputable overnight courier service, or (iii) three (3) Business Days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the receiving party at its address set forth below:

At the address for Tenant specified in the Lease

At the address for Landlord specified in the Lease

or addressed as such party may from time to time designate by written notice to the other parties. For purposes of this Section 15, the term "Business Day" shall mean any day other than Saturday, Sunday or any other day on which banks are required or authorized to close in Chicago, Illinois.

16. **Amendment.** This Guaranty may not be amended, modified or discharged, nor may any of its terms be waived, except by an instrument in writing signed by Landlord and the Guarantors.

17. **Time of the Essence.** Time is of the essence of this Guaranty with respect to the performance by Guarantor of its obligations hereunder.

18. **Severability.** If any term, covenant or condition of this Guaranty or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Guaranty, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Guaranty shall be valid and enforceable to the fullest extent permitted by law.

[Signatures Appear on Next Page]

IN WITNESS WHEREOF, Guarantor has executed this instrument as of the day and year first above written.

GUARANTORS:

A handwritten signature in black ink, appearing to be 'Helen Zhen', written over a horizontal line.

Helen Zhen



MEMORANDUM

To: **Ms. Helen Zhen**
Egret CZ LLC

From: Justin Opitz, AICP

Date: January 12, 2024

Subject: Badminton Gym/Training Facility Traffic-Parking Evaluation
8150 Lehigh Avenue
Morton Grove, Illinois

Kimley-Horn, Inc. (KH) has been engaged to evaluate the traffic characteristics and parking requirements and operations of the proposed Badminton Gym/Training Facility to be located at the existing multi-tenant light industrial building at 8150 Lehigh Avenue in Morton Grove, Illinois. Based on coordination with the client, the site characteristics are described below:

Site Characteristics

- The Badminton Gym/Training Facility is planned to occupy 16,283 square-feet (SF) of space, of which 2,000 SF is to be dedicated to office use. Six training courts would be provided.
- The other uses within the building and their respective sizes include:
 - Crawford (Plumbing) Supply at 13,000 SF
 - Charger Water at 7,883 SF
- The site provides one access drive along Lehigh Avenue and three access drives along River Drive. The Lehigh Avenue access is exclusively utilized for refuse collection, while the three River Drive access drives provide ingress/egress for the employees and patrons of the building. The eastmost River Drive access is inbound only, while the two remaining are full access (inbound and outbound).
- 72 off-street parking spaces are provided for employees and patrons of the multi-tenant building. Four parking spaces are dedicated as accessible spaces, while seven parking spaces are marked as reserved.

Pertinent attachments with supporting documentation and information are included at the end of this memorandum.

Traffic Evaluation

This section determines the anticipated traffic to be generated by the site and compares this to recently collected annual average daily traffic (AADT) volumes along Lehigh Avenue by the Illinois Department of Transportation (IDOT). This comparison is qualitative in nature and is meant to provide context around the developments potential traffic impact.

Trip Generation

In order to calculate the trips generated by the proposed site, business operations data was provided by the Client and data was referenced from the Institute of Transportation Engineers (ITE) manual titled Trip Generation, Eleventh Edition. Trip generation rates for the ITE Land Use Code (LUC) corresponding to the most similar land use as the proposed redevelopment use are shown in **Table 1**. A copy of the ITE data is provided in the appendix. It should be noted that the Athletic Club LUC does not provide weekday daily traffic data, and weekday AM peak hour data was excluded from this analysis as the proposed Badminton Gym/Training Facility is not planned to open until afternoon at 3/4:00 PM, which is after the 7:00 – 9:00 AM weekday AM peak hour.

The Client has indicated that the proposed Badminton Gym/Training Facility will not provide walk-in service, and that you must be a member to practice at the facility. The proposed facility is planned to accommodate up to 300 members with 4-8 employees and hours of operation are 3/4:00 – 10:00 PM on weekdays and 9:00 AM – 10:00 PM on weekends. No tournaments or special events are planned to be held at this facility.

Table 1. ITE Trip Generation Data

ITE Land Use	Land Use Code (LUC)	Unit (X)	Weekday		
			Daily	AM Peak Hour	PM Peak Hour
Athletic Club	493	Per 1,000 SF GFA	--	--	T= 6.29(X) 62% in/38% out

T = number of trips

X=1,000 SF GFA

Based on these ITE assumptions and client provided business operations data, site-generated traffic projections are displayed in **Table 2**. The more conservative estimate between the two

Table 2. Site-Generated Traffic Projections

Land Use	Size	Daily ¹	Weekday		
			PM Peak Hour		
			In	Out	Total
Athletic Club (LUC 493)	16,283 SF	--	63	39	102
Badminton Gym/Training Facility Operations Data	300 members	240 ²	32	32	64
Net New Site Trips		240	63	39	102

¹ Daily volume is rounded to the nearest multiple of ten.

² Assumes a maximum of 112 members and 8 employees utilize the facility on any given weekday

(8 employees * 2 members per training session * 7 hours of operation * 2 trips for each member arriving/departing site) + (8 employees * 2 trips for each employee arriving/departing site)

Traffic Data

Kimley-Horn referenced IDOT's Traffic Count Database System (TCDS) from the most recent year (2022) for bi-directional through movement traffic volumes along Lehigh Avenue. The traffic volumes are described below and provided in the appendix:

Existing Lehigh Avenue Traffic Volumes

- Daily 24-Hour = 3,691
- Evening (PM) Peak Hour = 307
5:00 – 6:00 PM

Two recently approved developments along Lehigh Avenue that are planned to be constructed in the near future are incorporated into this analysis. Based on previous analyses conducted by Kimley-Horn, the mixed-use transit-oriented development at 8500-8550 Lehigh Avenue is expected to generate approximately 1,700 weekday daily trips and 175 weekday PM peak hour trips. Additionally, the residential townhome development planned at the southwest corner of the Lehigh Avenue/Main Street intersection is anticipated to generate approximately 640 weekday daily trips and 50 weekday PM peak hour trips. Including these two approved developments, the future Lehigh Avenue traffic volumes are depicted below:

Future Lehigh Avenue (with Approved Development) Traffic Volumes

- Daily 24-Hour = 6,031
- Evening (PM) Peak Hour = 532
5:00 – 6:00 PM

Traffic Impact

Based on the anticipated site-generated traffic projections provided in Table 2 on the previous page, as well as the aforementioned future Lehigh Avenue traffic volumes, **Table 3** presents the anticipated level of traffic the site is expected to add to Lehigh Avenue.

Table 3. Anticipated Traffic Volumes

Scenario	Daily Traffic	Weekday
		PM Peak Hour
Future Lehigh Avenue (with approved development) Traffic	6,031	532
Anticipated Proposed Badminton Gym/Training Facility Traffic	240	102
Percent Increase in Traffic	6,271	634

As can be seen from Table 3, the traffic expected to be added to Lehigh Avenue as a result of the development is anticipated to be nominal. As such, no modifications along Lehigh Avenue, such as turn lanes or pavement striping modifications, are recommended.

Additionally, per information published in the Highway Capacity Manual (HCM), Lehigh Avenue has a capacity of about 10,000 vehicles per day before significant congestion and delay are expected to begin occurring. As noted on the previous page, with the adjacent approved development traffic and the addition of the proposed Badminton Gym/Training Facility traffic, Lehigh Avenue is anticipated to carry approximately 6,271 vehicles per day.

Lehigh Avenue is projected to still have capacity for a minimum of 3,729 additional daily trips before segments of the roadway begin to reach the approximate limit for efficient traffic operations.

Parking Evaluation

Three tests were conducted to evaluate parking:

1. Parking requirements based upon Village Code.
2. Parking demand based on national industry resources.
3. Parking demand based on business operating characteristics.

Parking at the 8150 Lehigh Avenue building is shared amongst three tenants. 72 off-street parking spaces are provided for employees and patrons, of which four are dedicated as accessible spaces and seven are marked as reserved. On-street parking along the north side of River Drive is restricted during all hours of all days, but along the south side of River Drive free on-street parking is permitted for 4-hours between 9:00 AM – 5:00 PM except during Saturday, Sunday, and holidays. Overnight on-street parking is restricted along River Drive.

It should be noted that the two existing businesses, Crawford (Plumbing) Supply and Charger Water, generally operate on a typical business schedule between 7:00 AM – 5:00 PM on weekdays. The proposed Badminton Gym/Training Facility operates on a non-typical schedule, with the busiest hours of operation anticipated between 4:00 – 9:00 PM on weekdays. This is because most members are in middle-school or high-school and are dropped off and picked up by their parents.

Part 1. Village Code

- The proposed Badminton Gym/Facility has approximately 16,283 SF of floor space.
- **Table 4** below summarizes the parking requirements by code for the proposed use, as well as the two existing businesses. For each of these uses, the Village code determines parking requirements based on SF of gross floor area.

Table 4. Required Off-Street Parking

Business Name	Code Categorization / Land Use	Size	Required Space by Use	Required Parking Spaces
Proposed Badminton Gym/Training Facility	Permitted and special uses in the manufacturing zoning district	16,283 SF	1.0 space per 250 square feet of gross area	65
Crawford (Plumbing) Supply	Wholesale Sales	13,000 SF	1.0 space per 500 square feet of gross floor area plus 1.0 space for each vehicle owned or used in the business	29 ¹
Charger Water	Permitted and special uses in the manufacturing zoning district	7,883 SF	1.0 space per 250 square feet of gross area	32
Total				126

¹ Assumes three vehicles owned or used in the business based on the three loading dock spaces

- 72 off-street parking spaces are provided for all three uses within the building.
- Based on Village code, 65 off-street parking spaces are required for the proposed Badminton Gym/Training Facility, while 126 spaces are required for all three businesses.
- The existing supply of 72 off-street parking spaces does not meet the 126 spaces required by Village code, resulting in a deficit of 54 spaces.
- The Village code permits required off-street parking to be shared between two or more land uses jointly providing off-street parking when their respective hours of peak operation do not overlap. Such a case is worth examining for all uses within 8150 Lehigh Avenue building as businesses with different peaking characteristics exist. **Table 5** on the following page summarizes the shared parking requirements per Village code. The uses and accompanying SF for each tenant within the 8150 Lehigh Avenue building were obtained from the Village.

Table 5. Shared Parking Standards

Land Use Classification	Size (SF)	Required Spaces ¹	Weekdays ²			Weekends ²		
			2 AM – 7 AM	7 AM – 6 PM	6 PM – 2 AM	2 AM – 7 AM	7 AM – 6 PM	6 PM – 2 AM
Proposed Badminton Gym/ Training Facility ³	16,283 SF	65	0 0%	26 40%	59 90%	0 0%	52 80%	65 100%
Crawford (Plumbing) Supply ⁴	13,000 SF	29	1 5%	23 80%	1 5%	1 5%	6 20%	3 10%
Charger Water ⁵	7,883 SF	32	2 5%	32 100%	2 5%	0 0%	3 10%	0 0%
Totals	37,166 SF	126	3	81	62	1	61	68

¹ Required Spaces based upon "Required Spaces By Use" table from Village of Morton Grove Code 12-7-3

² Shared parking calculations based upon required spaces multiplied by percentages in the top-right corners of each cell and referenced from Village of Morton Grove Code 12-7-3

³ Classified as Entertainment/Recreation

⁴ Classified as Industrial

⁵ Classified as Office

- Based on the Village shared parking standards, the off-street parking requirement during the 7:00 AM – 6:00 PM time period on weekdays is highest at 81 spaces, which exceeds the existing 72 spaces by nine spaces.

Part 2. National Industry Resources

Kimley-Horn reviewed two publications that provide relevant parking demand information. The first resource, Parking Standards – American Planning Association (APA) details parking requirements by codes throughout the United States for a myriad of land-uses, including specialized gyms/training facilities. The second resource is the Institute of Transportation Engineers (ITE) Parking Generation Manual – 5th Edition.

Parking Standards – APA

Within the Parking Standards, the gym/training facility category was selected for this analysis as it is the closest compatible use to the proposed Badminton Gym/Training Facility. The APA statistics can be based on the numbers of courts or the number of occupants. It should be noted six training courts are planned at the 16,283 SF facility.

- Gurnee, Illinois requires 4 parking space per court for a handball court use.
- Paso County, Colorado requires 3 parking spaces per court for a handball court use.
- Multiple municipalities within North Carolina require 4 parking spaces per 1,000 SF of floor area for a recreational indoor facility.
- Based on the above APA Parking Standards analyzing similar uses, the parking requirement for the proposed Badminton Gym/Training Facility would range from 18 - 65 spaces.

ITE Parking – 5th Edition

- The ITE Parking Generation Manual – 5th Edition, Land-Use Code (LUC) #493 Athletic Club was utilized for the below analysis.
- The parking demand for an athletic club at 16,283 SF based on ITE:
 - Average demand is 3.05 spaces per 1,000 SF, or 50 parking spaces.
 - 85th percentile demand is 5.01 spaces per 1,000 SF, or 82 parking spaces.
- While the 85th percentile demand exceeds the existing parking supply of 72 spaces, it is important to keep in mind that the land uses that were surveyed for the ITE data likely did not have the level of drop-off and pick-up activity that the proposed Badminton Gym/Training Facility is anticipated to have (85%).
- In general, the parking demand data from ITE aligns with the Village code requirement of 65 parking spaces.

Part 3. Business Operations Characteristics

The business operations information for the Badminton Gym/Training Facility is 4-8 full time employees and up to approximately 300 members. Typical days of operation are planned to be seven days a week with typical hours of operation planned to be 3/4:00 PM – 10:00 PM on weekdays and 9:00 AM – 10:00 PM on weekends. It should be noted that no badminton tournaments or events are planned to be held at this location. With 8 full time employees, the Badminton Gym/Training Facility can potentially hold 8 training sessions during any given hour with each session providing instruction for around 2 members (singles play only) by 1 employee. Each session is expected to range from 60-90 minutes.

Given this, the peak parking demand based on business operating characteristics can be estimated at 24 parking spaces (8 employees plus 16 members). However, it is likely that some members will arrive early for their training session while a full session is already taking place. Assuming a 50% overlap (8 members), this increases the peak parking demand to 32 spaces.

The peak parking demand for the Badminton Gym/Training Facility can be estimated at 24 – 32 parking spaces. Overall, analyzing parking demand for this facility based on business operating characteristics is more pertinent than national industry resources, as those resources do not contain data that is specific to a Badminton Gym/Training Facility.

It should also be noted that the Client operates several other professional badminton gym/training facilities in Chicagoland, and through their experience at these venues they anticipate about 85% of members to be dropped off and picked up by their parents. This business caters to middle-school and high-school aged children who are looking to increase

their skills in badminton. To provide a conservative estimate, the above peak parking demand estimate does not factor a reduction for pick-up / drop-off.

Parking Spot-Counts

Kimley-Horn conducted parking spot-counts to confirm existing levels of parking demand when the parking operations are anticipated to be busiest across all three businesses in the building. The spot counts were conducted in early January 2024 at the below timelines:

- Thursday (1/11/2024), parking demand at 4:00 PM = 18 parking spaces
- Thursday (1/11/2024), parking demand at 5:00 PM = 4 parking spaces
- Wednesday (1/10/2024), parking demand at 6:00 PM = 0 parking spaces

Conclusion

Briefly concluding, Kimley-Horn has evaluated the traffic characteristics and parking requirements and operations of the proposed 16,233 SF Badminton Gym/Training Facility to be located within the multi-tenant light industrial building at 8150 Lehigh Avenue.

The traffic expected to be added to Lehigh Avenue as a result of the proposed development is anticipated to be minimal. As such, no modifications along Lehigh Avenue, such as turn lanes or pavement striping modifications, are recommended.

The existing multi-tenant light industrial building currently provides 72 off-street parking spaces, which does not meet Village code. **However, based on business operations, the parking demand for the proposed Badminton Gym/Training Facility can be estimated at 24 – 32 parking spaces.** The facility is expected to be open on weekdays from 3/4:00 PM – 10:00 PM and weekends from 9:00 AM – 10:00 PM, with peak parking demand anticipated to occur on weekdays between 4:00 – 9:00 PM. The expected peak parking period for the proposed Badminton Gym/Training Facility generally occurs after the other two businesses located within the building are closed for the day.

Parking count spot checks conducted by Kimley-Horn in early January 2024 indicate that parking demand within the parking lot was never more than 18 spaces during the time periods when the parking lot is anticipated to be busiest for the entire building, leaving 54 spaces available for the Badminton Gym/Training Facility. As such, the parking demand of 24 – 32 parking spaces for the proposed Badminton Gym/Training Facility is expected to be accommodated by the existing supply of 72 parking spaces.

This traffic and parking evaluation was conducted by:

Justin Opitz, AICP
Transportation Planner





ATTACHEMENTS

Parking Count Spot Check Field Sheets and Photo Inventory

ITE Trip Generation Manual, 11th Edition Excerpts

IDOT Traffic Volume Data

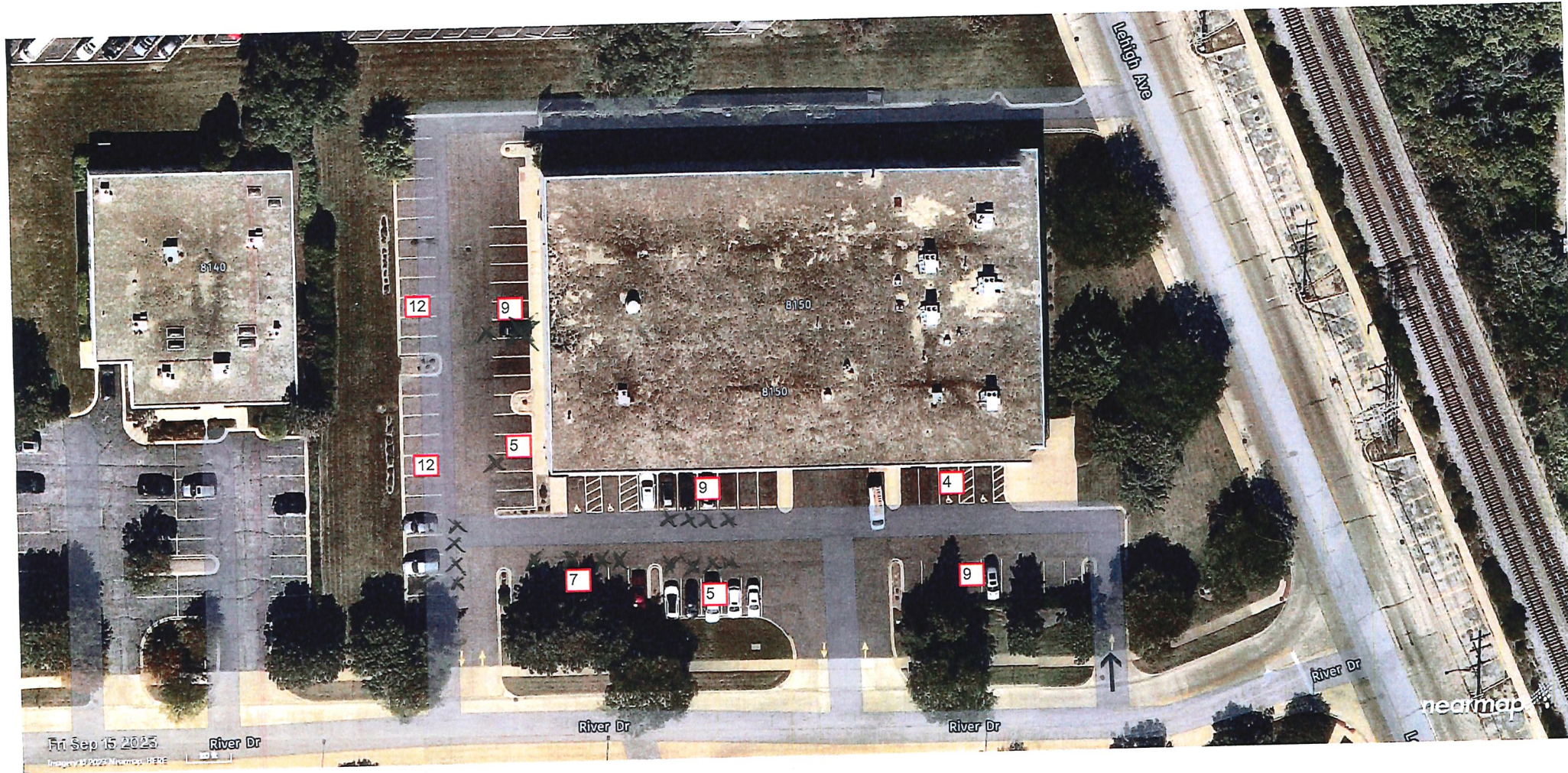
ITE Parking Generation Manual, 5th Edition Excerpts



PARKING COUNT SPOT CHECK FIELD SHEETS AND PHOTO INVENTORY

Partly Spat Cheats

01/11/2024 - 4:00 PM



Red $\boxed{\#}$ = Supply

X = Demand

DEMAND = 18

Parking Spot Checks
01/11/24 - 5:00 PM



Red $\boxed{\#}$ = Supply

X = Demand

DEMAND = 4

Parking Spot Checks

01/10/2024 - 6:00 PM



Red - # = Supply

X = Demand

0 DEMAND



01/10/2024 at 6PM - Looking east along the parking lot south of the building



01/10/2024 at 6PM - Looking north along the parking lot west of the building



01/10/2024 at 6PM - Looking west along River Drive at site frontage



01/11/2024 at 4PM - Looking south along the parking lot west of the building



01/11/2024 at 4PM - Looking east along the parking lot south of the building



01/11/2024 at 5PM - Looking south along the parking lot west of the building



01/11/2024 at 5PM - Looking east along the parking lot south of the building



01/11/2024 at 4PM - Looking west along River Drive at site frontage



ITE TRIP GENERATION MANUAL, 11TH EDITION EXCERPTS

Land Use: 493

Athletic Club

Description

An athletic club is a privately-owned facility that offers comprehensive athletic facilities. An athletic club typically has courts for racquet sports (e.g., tennis, racquetball, pickle ball, squash, handball); a basketball court; a sauna or spa; and fitness, exercise, and weightlifting rooms. They often provide a swimming pool or whirlpool. They often offer diverse, competitive team sport activities and social facilities. These facilities are membership clubs that may allow access to the general public for a fee. Racquet/tennis club (Land Use 491), health/fitness club (Land Use 492), and recreational community center (Land Use 495) are related uses.

Additional Data

The sites were surveyed in the 1980s, the 1990s, and the 2000s in California, Connecticut, and Pennsylvania.

Source Numbers

422, 571, 588

Athletic Club (493)

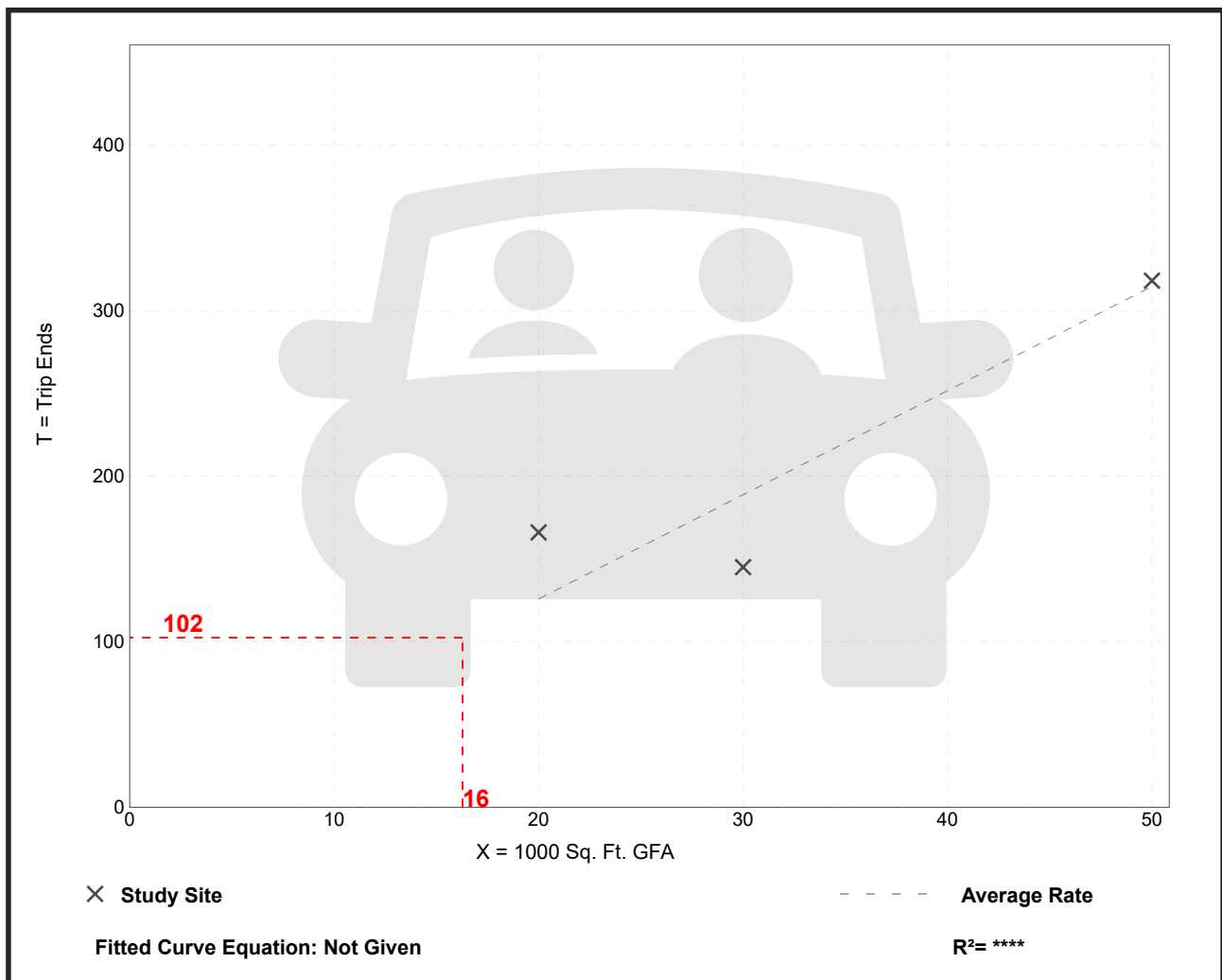
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
 On a: Weekday,
 Peak Hour of Adjacent Street Traffic,
 One Hour Between 4 and 6 p.m.
 Setting/Location: General Urban/Suburban
 Number of Studies: 3
 Avg. 1000 Sq. Ft. GFA: 33
 Directional Distribution: 62% entering, 38% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
6.29	4.83 - 8.30	1.47

Data Plot and Equation

Caution – Small Sample Size







IDOT TRAFFIC VOLUME DATA

Volume Count Report

LOCATION INFO	
Location ID	016 6749
Type	LINK
Funct'l Class	5
Located On	Lehigh Ave
From Road	Lincoln Ave
To Road	Oakton St
Direction	2-WAY
County	Cook
Community	MORTON GROVE
MPO ID	
HPMS ID	
Agency	Illinois DOT

COUNT DATA INFO	
Count Status	Accepted
Holiday	No
Start Date	Wed 7/20/2022
End Date	Thu 7/21/2022
Start Time	12:00:00 AM
End Time	12:00:00 AM
Direction	2-WAY
Notes	
Station	LEHIGH AVE
Study	
Speed Limit	
Description	
Sensor Type	
Source	CombineVolumeCountsIncremental
Latitude,Longitude	

INTERVAL:60-MIN	
Time	Hourly Count
 0:00-1:00	18
1:00-2:00	10
2:00-3:00	4
3:00-4:00	10
4:00-5:00	18
5:00-6:00	37
6:00-7:00	118
7:00-8:00	182
8:00-9:00	239
9:00-10:00	203
10:00-11:00	195
11:00-12:00	239
12:00-13:00	240
13:00-14:00	276
14:00-15:00	274
15:00-16:00	281
16:00-17:00	291
17:00-18:00	307
18:00-19:00	255
19:00-20:00	183
20:00-21:00	153
21:00-22:00	78
22:00-23:00	47
23:00-24:00 	33
Total	3,691
AM Peak	08:00-09:00 239
PM Peak	17:00-18:00 307



ITE PARKING GENERATION MANUAL, 5TH EDITION EXCERPTS

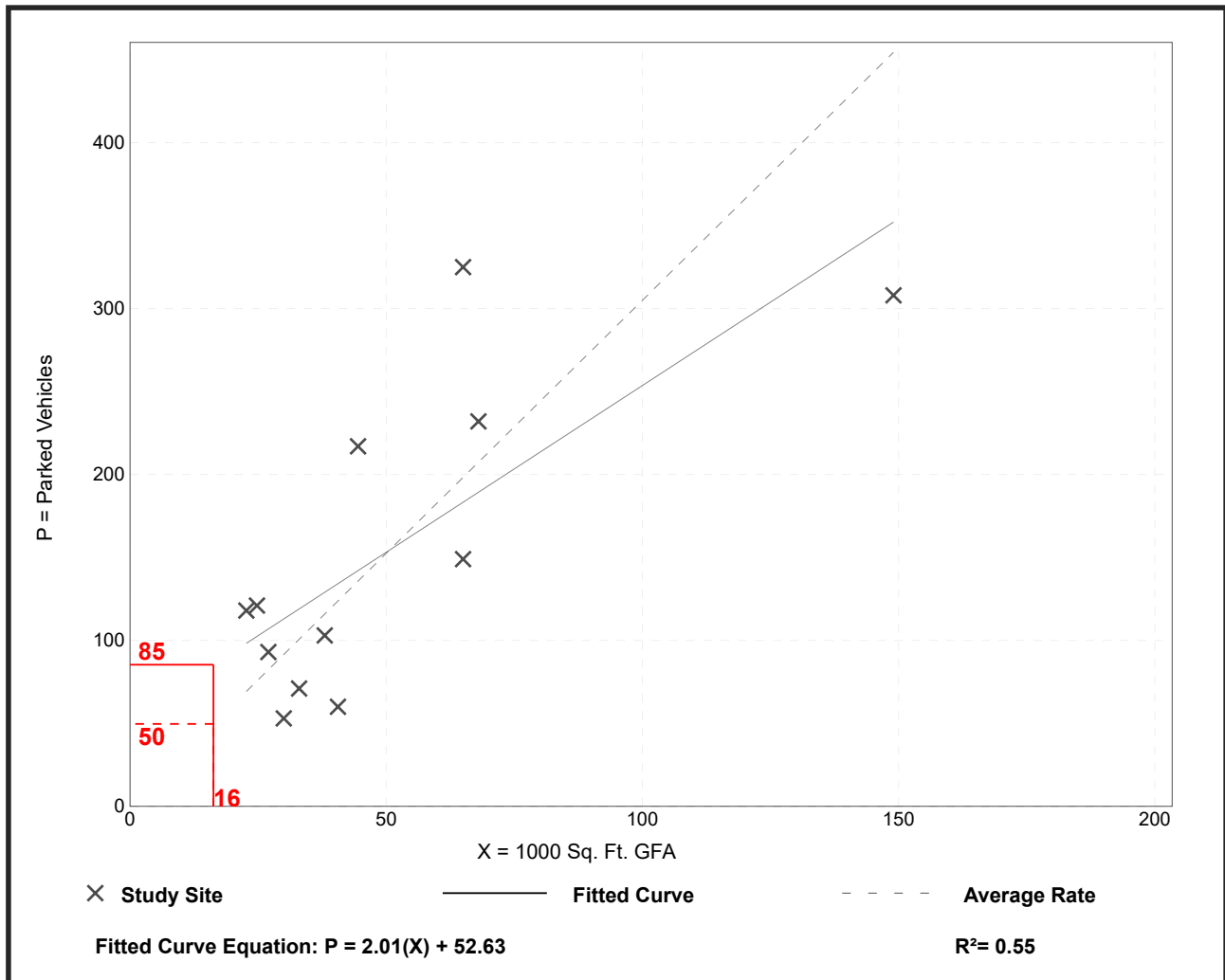
Athletic Club (493)

Peak Period Parking Demand vs: 1000 Sq. Ft. GFA
 On a: Weekday (Monday - Friday)
 Setting/Location: General Urban/Suburban
 Number of Studies: 12
 Avg. 1000 Sq. Ft. GFA: 51

Peak Period Parking Demand per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
3.05	1.48 - 5.20	2.19 / 5.01	***	1.31 (43%)

Data Plot and Equation



REVIEWING:

BUILDING

FIRE

POLICE

PUBLIC WORKS/ENGINEERING

TSC

VILLAGE OF MORTON GROVE, ILLINOIS
PLAN REVIEW COMMENT FORM

DATE DISTRIBUTED: 2/21/2024

CASE NUMBER: PC 24-02

APPLICATION: Request for approval of a Special Use Permit for the operation of an indoor recreational facility at the property commonly known as 8150 Lehigh Avenue in Morton Grove, Illinois (PIN 10-20-300-037-0000) with a variation from Section 12-7-3:1 for off-street parking, all within a M-2 General Manufacturing District, pursuant to Section 12-4-4:E. The applicant is Egret Badminton.

A Special Permit Application has been submitted to the Plan Commission for action. Please return your review to the Department of Community and Economic Development by **Tuesday, March 8, 2024.**

Thank you,
Brandon Nolin, AICP
Community Development Administrator

COMMENTS OR CONCERNS

Seven parking spaces are marked as reserved at the existing site. The Traffic Study refers to the reserved parking spaces but does not describe for whom they are reserved.

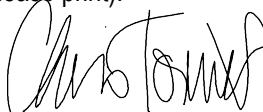
The application states this is to be a training facility for mostly youth members, with six courts, up to 300 members, that no events are planned and other specific operational characteristics. Younger members and no events are likely to reduce the demand for off-street parking. Controlling the number of members can be an effective way of reducing the variance of how the business planned to operate and how it actually operates. The Special Use Permit should include a condition the limits the number of courts, the number of members, and/or that the business operation is limited to training and not competition.

The parking lot lighting levels should be analyzed to provide security level lighting for the younger pedestrians this business will attract.

These comments accurately represent existing Village regulations or policies.

Name (please print):

Signed:



Date:

03/11/2024