



ADDENDUM
REGULAR VILLAGE BOARD MEETING
SEPTEMBER 9, 2025
7:00 PM

6. CONSENT AGENDA

- n. Consideration to adopt Resolution No. 58-25 authorizing the Mayor and Village Clerk to execute a Temporary Construction License Agreement between the Village of Elk Grove Village and SG Elk Grove, LLC, an Illinois limited liability company for property at 610 Meacham Road.

(The Village is the owner of the property at 610 Meacham Road, which is currently occupied by a parking lot, multi-tenant commercial building, and related infrastructure and improvements.

(The Village and SG Elk Grove, LLC are negotiating the terms of a Purchase, Sale, and Redevelopment Agreement to implement a proposal by SG Elk Grove to acquire and develop the property as a hockey rink with two commercial out-lots.

(In order to meet critical timelines, SG Elk Grove is seeking to demolish those portions of the Property highlighted in the plan attached as Exhibit B, and place a temporary trailer and generator for use as a construction office in a location approved by the Village.

(Approval of this license would authorize SG Elk Grove's utilization of the property prior to the adoption of the Purchase, Sale, and Redevelopment Agreement.)

In compliance with the Americans with Disabilities Act and other applicable Federal and State laws, the meeting will be accessible to individuals with disabilities. Persons requiring auxiliary aids and/or services should contact the Village Clerk, preferably no later than five days before the meeting.

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A TEMPORARY CONSTRUCTION LICENSE AGREEMENT BETWEEN THE VILLAGE OF ELK GROVE VILLAGE AND SG ELK GROVE, LLC (610 MEACHAM ROAD)

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Elk Grove Village, Counties of Cook and DuPage, State of Illinois, as follows:

Section 1: That the Mayor be and is hereby authorized to sign the attached documents marked:

TEMPORARY CONSTRUCTION LICENSE AGREEMENT

a copy of which is attached hereto and made a part hereof as if fully set forth and the Village Clerk is authorized to attest said documents upon the signature of the Mayor.

Section 2: That this Resolution shall be in full force and effect from and after its passage and approval according to law.

VOTE: AYES: ____ NAYS: ____ ABSENT: ____

PASSED this ____ day of September 2025.

APPROVED this ____ day of September 2025.

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Jennifer S. Mahon, Village Clerk

TEMPORARY CONSTRUCTION LICENSE AGREEMENT

THIS TEMPORARY CONSTRUCTION LICENSE AGREEMENT (“*Agreement*”) is made as of this ____ day of September, 2025 (“*Effective Date*”), by and between the **VILLAGE OF ELK GROVE VILLAGE**, an Illinois home rule municipal corporation (“*Village*”) and **SG ELK GROVE, LLC**, an Illinois limited liability company (“*Developer*”) (collectively, the Village and the Developer are the “*Parties*” and individually a “*Party*”).

The following recitals of fact are a material part of this Agreement.

A. Village is the owner of that certain parcel of land in the Village of Elk Grove Village, County of Cook, and State of Illinois, legally described in **Exhibit A** attached hereto and by this reference made a part hereof (“*Property*”).

B. The Property is occupied by a parking lot, multi-tenant commercial building, and related infrastructure and improvements.

C. The Village and Developer are negotiating the terms of a Purchase, Sale, and Redevelopment Agreement (“*RDA*”) to implement a proposal by Developer to acquire and develop the Property as a hockey rink with two commercial out-lots (“*Project*”).

D. In order to meet critical timelines for the Project, Developer wishes to (1) demolish those portions of the Property highlighted in the plan attached as **Exhibit B** (“*Premises*”) and (2) to place a temporary trailer and generator for use as a construction office in a location approved by the Village (collectively, the “*Permitted Uses*”), all as set forth in this Agreement.

E. The Village now wishes to grant, and the Developer wishes to receive, a license to utilize Premises for the Permitted Uses as more fully set forth below.

NOW, THEREFORE, in consideration of the foregoing, the mutual agreement of the Parties hereto and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Grant of License; Limitation of Interest. Village hereby grants to Developer, its employees and agents, a revocable license (“*License*”) for only the Permitted Uses, and for no other purpose, together with all reasonable rights of access, ingress, and egress over, along, upon, and across the Property necessary for the Developer to exercise the rights granted herein, and the Developer hereby accepts the License.

2. Use of Premises.

A. The Developer’s occupation, maintenance, improvement, and use of the Premises must at all times comply with (1) all applicable federal, state, county, and local laws, ordinances, rules, and regulations, as amended including, without limitation, all permits when received (including conditions imposed thereon) and plans approved by the Village (collectively, “*Requirements of Law*”); (2) the Reciprocal Easement Agreement recorded on or about January 3, 2020 as Document No. 2000306198 (as amended, “*REA*”); and (3) the Retail Lease between the Village and Office Superstore East LLC dated May 26, 2021 (as amended, “*Lease*”). The Developer shall be solely responsible, at its sole cost, for obtaining all permits, authorizations, and approvals necessary to undertake the Permitted Uses. Approval of this Agreement and the License granted herein in no way waives, alters, or eliminates the need for the Developer to seek all permits, authorizations, and approvals necessary to undertake the Permitted Uses.

B. The Developer may engage in the Permitted Uses only after obtaining the Village's advance permission and in a lien-free, workmanlike manner pursuant to permits issued by the Village. Following the voluntary or involuntary termination of this Agreement, the Developer must promptly restore the Premises, at its sole cost and expense, to a condition that is reasonably acceptable to the Village. The Developer must at all times keep the Premises in proper condition for its intended use.

C. The Developer shall be solely responsible at all times during this Agreement's term and at its sole cost for maintaining the Premises in accordance with the Requirements of Law. For the avoidance of doubt, the Village will have no maintenance responsibility concerning or related to the Premises.

D. The Developer shall, at its sole cost, be responsible for establishing and maintaining any necessary utility accounts for the Premises. Upon termination of this Agreement, the Developer shall pay any outstanding balance accrued during this Agreement's term and terminate all such utility accounts.

3. Term of License; Termination.

A. The License granted hereunder shall commence on the Effective Date and terminate on the date identified in the RDA, unless terminated earlier in accordance with this Agreement.

B. Either the Developer or the Village may terminate this Agreement for any reason, or for no reason at all, at any time by providing the other Party with written notice of termination at least thirty (30) days before the termination date.

C. The Village may immediately suspend some or all of the Permitted Uses in the event of an emergency or imminent threat to safety by providing Developer written notice of suspension.

4. License Only. This Agreement shall not be construed as an easement or lease between the Parties, shall not create a tenancy of any type and shall not constitute a covenant running with the land. Developer acknowledges that Developer does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the Premises by virtue of this License or Developer's use of the Premises pursuant hereto.

5. No Transfer by Developer. Developer shall not transfer any of its rights hereunder without the prior written consent of Village. Any such assignment made without the prior written consent of Village shall be null and void and of no force or effect and shall entitle Village to immediately terminate this Agreement and take all necessary action to remove the Developer and the transferee from the Premises and to terminate this Agreement.

6. Condition of Premises; Indemnity. Developer acknowledges that it (a) has physically inspected the Premises, and (b) accepts the Premises with full knowledge of the condition thereof. Furthermore, Developer for and on behalf of itself and all successors, grantees, invitees and assigns, assumes sole and entire responsibility for any and all loss of life, injury to persons or damage to property (wherever such person or property may be located) that may be sustained due to the condition of the Premises or the activities, operations or use of the Premises by Developer, its successors, grantees, invitees and assigns and all of their officers, directors, employees, representatives and agents. For the avoidance of doubt, the foregoing sentence applies to any disruption to persons, property, or business operations contemplated or allowed on or around the Property by the Lease or the REA. Further, Developer, for itself, its successors, grantees, invitees and assigns, and for those claiming by, through or under any of them, hereby releases Village, its officers, directors, agents and employees (collectively hereinafter referred to as

the “**Indemnitees**”) from any and all claims or demands for loss, liability, expense, cost or damage (whether to person or property), including, without limitation, reasonable attorneys’ fees and litigation costs incurred by the Indemnitees in connection therewith, that may arise from operations on, or the use of, the Premises by Developer, its successors, grantees, invitees and assigns, and all of their officers, directors, employees, representatives and agents. Developer hereby agrees to indemnify, defend and hold harmless the Indemnitees from and against any and all liability, loss, claim, demand, lien, damage, penalty, fine, interest, cost and expense (including, without limitation, reasonable attorneys’ fees and litigation costs) incurred by the Indemnitees for injuries to persons (including, without limitation, loss of life) and business operations, and for damage, destruction or theft of property which is due to the activity, work or thing done, permitted or suffered by Developer in or about the Premises, or for any act or omission of Developer, its successors, grantees, invitees and assigns and any of their officers, directors, employees, representatives and agents, except for any damages that amount to gross negligence or willful misconduct on behalf of Indemnitees. Developer shall cooperate with Village in the defense of any such claims, demands or action, including, without limitation, the employment, at the sole expense of Developer, of legal counsel satisfactory to Village.

7. Insurance.

(a) **Insurance.** Developer, at its sole cost and expense, shall purchase and keep in full force and effect during the Agreement’s term:

(1) Commercial General Public Liability Insurance (including, but not limited to, contractual liability insurance covering, without limitation, Developer’s indemnification obligations hereunder) in an amount not less than Three Million Dollars (\$3,000,000.00) per occurrence whether involving bodily injury liability (or death resulting therefrom) or property damage liability or a combination thereof with a minimum aggregate limit of Five Million Dollars (\$5,000,000.00) and workers compensation in statutory amounts;

(2) Developer, simultaneously with the execution hereof, shall deposit with Village original insurance policies evidencing the foregoing coverages, together with satisfactory evidence of payment of the premiums thereon. All such insurance shall name the Indemnitees as additional insureds.

8. No Liens. Developer shall not permit any lien to be filed against the Premises, the Property, or any improvements thereon for any labor or materials in connection with work of any character performed or claimed to have been performed on Premises or the Premises at the direction or sufferance of Developer.

In the event any such lien is filed against the Premises, the Property, or any improvements thereon, Village shall promptly notify Developer and Developer shall within ten (10) days of receipt of such notice, have the right, but not the obligation, to pay or bond over such lien. Upon expiration of the ten (10) day period, if Developer has not paid or bonded over the lien, the Village shall have the right, but not the obligation to cause such lien to be released and Developer shall pay, on demand all of Villages costs in connection therewith, together with interest thereon at the interest rate set forth in Paragraph 9 hereof accruing from and after the date of such demand until Village’s receipt of full payment therefor.

9. Breach by Developer. If Developer breaches any provision in this Agreement and fails to diligently pursue and cure any such breach within thirty (30) days after written notice thereof, in addition to any other right or remedy available at law, in equity, or under this Agreement, the Village shall have the right, but not the obligation, to cure any such breach and Developer agrees to reimburse Village for the cost thereof upon demand, together with interest accruing thereon at an annual rate of interest equal to eight

percent (8%) from and after the date of Village’s demand therefor until Village’s receipt of full payment therefor.

10. No Warranty; Integration. Village hereby makes no representation, statement, warranty or agreement to Developer in or in connection with this Agreement or the Premises. This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement. The Parties approval of this Agreement in no way guarantees or warrants approval of the RDA.

11. Notices. All notices and other communications given pursuant to this Agreement shall be in writing and shall be deemed properly served if delivered in person to the party to whom it is addressed or on the third day after deposit in the U.S. mail as registered or certified mail, return receipt requested, postage prepaid, as follows:

If to Village: Village of Elk Grove Village
901 Wellington Ave
Elk Grove Village, Illinois 60007
Attention: Village Manager

With copies to: Village of Elk Grove Village
901 Wellington Ave
Elk Grove Village, Illinois 60007
Attention: Village Attorney

Ancel Glink, P.C.
140 S. Dearborn Street, 6th Floor
Chicago, Illinois 60603
Attention: Gregory W. Jones

If to Developer: SG Elk Grove, LLC
1001 Feehanville Drive
Mount Prospect, Illinois 60506
Attn: Jason Macklin

With a copy to: Wingspan Development Group
1001 Feehanville Drive
Mount Prospect, Illinois 60506
Attention: Carolyn Strahammer

12. Reservation of Rights. The Village hereby reserves the right to use the Premises in any manner that will not prevent, impede, or interfere in any way with the exercise by the Developer of the rights granted hereunder. The Village has the right to grant other non-exclusive licenses or easements, including, without limitation, licenses or easements for utility purposes, over, along, upon, or across the Premises.

13. Miscellaneous.

A. **Time of the Essence.** Time is of the essence in the performance of all of the terms and conditions of this Agreement.

B. Applicable Law. This Agreement will be interpreted under and governed by the laws of the State of Illinois. Venue for disputes arising from or related to this Agreement shall be in the Cook County Circuit Court, Cook County, Illinois.

C. Amendment. Except as expressly provided herein, this Agreement may be modified, amended, or annulled only by the written agreement of the Village and Developer.

D. Survival. All representations and warranties contained herein will survive the execution of this Agreement and will not be merged. Any provision requiring a Party's performance after this Agreement's termination shall survive this Agreement's voluntary or involuntary termination.

E. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument.

F. Non-Waiver. Failure of either party to this Agreement to insist upon the strict and prompt performance of the License, rights, restrictions, agreements and covenants contained in this Agreement shall not constitute or be construed as a waiver, abandonment or relinquishment of either party's right thereafter to enforce any such License, rights, restrictions, agreements or covenants, and the same shall continue in full force and effect.

G. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person or entity shall be made, or be valid, against the Village or the Developer.

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

I. Taxes. Developer does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the Premises by virtue of this License or Developer's use of the Premises pursuant hereto and therefore real property taxes, assessments, fees or impositions imposed on the Property shall be paid by the Village..

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

ATTEST:

SG ELK GROVE, LLC, an Illinois limited liability company

By: _____

By: _____

Its: _____

Its: _____

ATTEST:

VILLAGE OF ELK GROVE VILLAGE, an Illinois home rule municipal corporation

By: _____

By: _____

Its: Village Clerk

Its: Mayor

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

This instrument was acknowledged before me on _____, 2025, by _____, the _____ of the **VILLAGE OF ELK GROVE VILLAGE**, an Illinois municipal corporation, and by **JENNIFER MAHON**, the Village Clerk of said municipal corporation.

Signature of Notary

SEAL

My Commission expires:

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____ 2025, by _____ the _____ and _____ the _____ of **SG ELK GROVE, LLC**, an Illinois limited liability company, as their free and voluntary act in their capacities as officers of said company for the uses and purposes herein.

Signature of Notary

SEAL

My Commission expires:

EXHIBIT A

Legal Description of Property

Parcel 1:

Lots 2, 3, and 4 in the HOME DEPOT – ELK GROVE VILLAGE RESUBDIVISION NO. 1 plat of subdivision a resubdivision of part of Lot 1B in SUPER KMART CENTER RESUBDIVISION NO. 2, being a subdivision in the West half of the Southwest Quarter of Section 25, Township 41 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded January 21, 2020 as Document No. 2002145017.

Parcel 2:

Non-exclusive easement for the benefit of Parcel 1 for ingress, egress, parking, and utilities, created in the Declaration of Covenants, Conditions and Restrictions and Grant of Easements made by Kmart Corporation, recorded April 15, 1993 as Document Number 93278481, as amended by first amendment thereto recorded August 4, 1994 as Document Number 94688443, over upon and across the "common areas" (as defined therein) and amended by second amendment recorded March 7, 2000 as Document No. 00162350 and amended by third amendment thereto recorded March 8, 2004 as Document No. 0406819093 and amended by fourth amendment thereto recorded January 3, 2020 as Document No. 2000306197.

Parcel 3:

Non-exclusive easement for the benefit of Parcel 1 for ingress, egress, Parking, utility lines and facilities, and signs as set forth in the Reciprocal Easement Agreement made by and between BLDG Elk Grove HD LLC, a Delaware limited liability company, BLDG Elk Grove HD II LLC, a Delaware liability company, Feiga II/HD, LLC, a Delaware limited liability company and Court Street Associates/HD, LLC, a Delaware limited liability company and Home Depot U.S.A., Inc., a Delaware corporation recorded January 3, 2020, as Document Number 2000306198 upon, over and across the common area as defined therein and as created by deed from BLDG Elk Grove HD LLC, a Delaware limited liability company, BLDG Elk Grove HD II LLC, a Delaware liability company, Feiga II/HD, LLC, a Delaware limited liability company and Court Street Associates/HD, LLC, a Delaware limited liability company.

PIN Numbers: 07-25-300-061-0000
07-25-300-062-0000
07-25-300-063-0000

ADDRESS: 610-620 Meacham Road, Elk Grove Village, Illinois 60007

EXHIBIT B

Depiction of Premises

