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BRENDAN DALY
DINO GAVANES
ELLEN LEAHY
PATRICK POWERS

MEMORANDUM

TO: Carie Anne Ergo, Village Administrator
FROM: Kurtis Pozsgay, Community Development Director
DATE: December 16, 2025
SUBJECT: NTT CH3 Development Agreement

RECOMMENDED MOTION: Move to approve a Development Agreement with NTT Global Data Centers CH, LLC for the CH3 Data Center building generally located north of Pierce Rd, south of Devon Ave, east of Windsor Dr, and west of Arlington Heights Rd.

INTRODUCTION

NTT Global Data was approved for, and has been building out, its data center campus in the Hamilton Lakes Business Park. The approval of the third building, NTT CH3, required a development agreement. The Board later allowed the development to start while the agreement was being negotiated. Staff is recommending approval of a resolution to approve the development agreement for NTT CH3.

BACKGROUND

The Village Board adopted Ordinance No. 2081-23 on September 5, 2023, granting zoning entitlements for a data center, electrical substation, and related improvements on NTT Global Data Centers, LLC's property at the intersection of Pierce Road and Hamilton Lakes Drive (CH3). The ordinance required the Village and the owners of CH3 and CH4 to enter into a development agreement as a precondition to issuance of building permits.

On December 17, 2024, the Village Board approved Resolution No. 1588-24, which approved a Letter of Understanding (LOU) for CH3 in order to start the project prior to finalizing the Development Agreement.

Building permits for CH3 were issued on May 2, 2025.

DISCUSSION

The petitioner, NTT Global Data Centers CH, LLC, is developing a new 270,000-square-foot Data Center and an electric substation. The site for both facilities is on the NTT Global Data Campus at the Hamilton Lakes Regional Office Center. The Campus was planned in three (3) phases and the

first building CH1 Data Center opened in 2019; the second phase CH2 Data Center started in 2023; the third phase CH3 Data Center is currently under construction.

The campus is divided into four (4) lots. Lot 1 (03-05-200-042) for the electric substation is in between 650 E Devon Ave and NTT Global Data Centers - CH1. Lot 3 (03-05-200-044) for the CH3 Data Center is on the north side of the intersection of Pierce Road and Ketter Drive. The petitioner also owns Lot 2 (03-05-200-043) and Lot 4 (03-05-103-007). Lot 2 has a completed Data Center CH1 and Data Center CH2. When all facilities are completed, there will be four (4) data center buildings and one (1) electric substation serving the petitioner's 35-acre NTT Global Data Centers Campus.

STAFF RECOMMENDATION

Staff recommends the item be forwarded to the Village Board First Reading on December 16, 2025 for consideration.

ATTACHMENTS

Resolution

Development Agreement

**NTT GLOBAL DATA CENTERS CH, LLC
DEVELOPMENT AGREEMENT FOR THE CH3 DATA CENTER**

This **DEVELOPMENT AGREEMENT FOR THE CH3 DATA CENTER** (“**Agreement**”) is made and entered into as of the 30th day of December, 2025 (“**Effective Date**”), by and between the Village of Itasca, an Illinois municipal corporation located in DuPage County, Illinois (“**Village**”), and NTT Global Data Centers CH, LLC, a Delaware limited liability company (“**Developer**”). The Village and the Developer are sometimes hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**”.

WITNESSETH

WHEREAS, the Developer is the owner and developer of a parcel of vacant real estate within the Village of Itasca consisting of approximately 6.6 acres, generally located north of Pierce Road, south of Devon Avenue, east of Windsor Drive, and west of Arlington Heights Road (PIN 03-05-200-042) and legally described in **Exhibit A** attached hereto (“**Subject Property**”); and

WHEREAS, the Village Board of Trustees previously adopted Ordinance No. 2081-23, granting land use entitlements for a data center commonly known as CH3 and associated improvements including, without limitation, an electrical substation (collectively, the “**Development**”), Resolution 1588-24, authorizing a “Letter of Understanding for the NTT CH3 and CH4 Developments” by and between the Village Developer which authorized the issuance of Village building permits for the Development prior to approval of this Agreement, and Resolution _____, authorizing the Village to enter into this Development Agreement in furtherance of construction of the Development on the Subject Property; and

WHEREAS, Developer also owns and operates data centers commonly known as CH1 and CH2 in close proximity to CH3, for which the Village previously granted land use and subdivision entitlements and entered into development agreements (collectively and respectively, “**CH1 and CH2**” and the “**Prior Development Agreements**”); and

WHEREAS, the Developer and the Village wish to adopt this Agreement with respect to the Subject Property and the Development, upon the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the premises, mutual covenants and agreements herein set forth, the Parties agree as follows:

1. Recitals and Exhibits. The above recitals are hereby incorporated into and made a part of this Agreement. The exhibits referred to in this Agreement and attached to or incorporated into it by reference are made a part of this Agreement as though they were fully set forth in this Section 1. The Parties acknowledge the accuracy and validity of those exhibits.

2. Plans. The Developer is entitled to construct and operate the Development. The Developer’s construction of the Development must be in substantial compliance with the following approved plans and subsequent final engineering plans including, without limitation, the following (collectively, “**Final Development Plans**”):

- a. Preliminary Site Development Plans, dated June 8, 2023, a copy of which

is attached in **Exhibit B**;

- b. Architecture Plans, dated June 6, 2023, a copy of which is attached in **Exhibit C**;
- c. Landscape Plans, dated June 9, 2023, a copy of which is attached in **Exhibit D**;
- d. Photometric Plan, dated June 9, 2023, a copy of which is attached in a copy of which is attached in **Exhibit E**;
- e. Engineering Plans, dated June 8, 2023, a copy of which is attached in **Exhibit F**;
- f. Master Plan of Hamilton Lakes Regional Office Center, dated April 7, 2023, a copy of which is attached in **Exhibit G**; and
- g. Final Plat of Subdivision, dated February 8, 2024, a copy of which is attached in **Exhibit H**.

3. Modifications to Plans. Should Developer not develop the Subject Property in substantial compliance with the Final Development Plans, or should Developer seek to materially depart from or materially modify those Plans, Developer must appear before the Itasca Plan Commission (“**Plan Commission**”) and Village Board to seek the necessary approvals of such material departure or material modification, as may be required by the Itasca Zoning Ordinance and Subdivision Ordinance. Notwithstanding the foregoing, any departures from or modifications to the approved plans hereafter sought by the Developer which are deemed minor in the discretion of the Community Development Director, or his or her designee, may be approved by the Director or designee without public hearings and without formal amendment to this Agreement.

4. Compliance with Applicable Ordinances and Conflicts.

- a. In constructing the Development, the Developer agrees to comply with: (i) the Itasca Zoning Ordinance and Subdivision Ordinance, as they exist as of the Effective Date of this Agreement, and as applicable to the Development; (ii) all Village Board approvals as outlined in this Agreement; (iii) all plans referenced in Section 2 above; and (iv) subject to the provisions of Sections 4(b) and (c) below, all other Village codes, ordinances, regulations, standards and specifications, as amended from time to time.
- b. In the event of a conflict or inconsistency between the Village’s codes, ordinances, regulations, standards and specifications, as amended from time to time, on the one hand, and this Agreement (including the plans and exhibits attached to this Agreement) on the other hand, this Agreement will govern and control. In the event of a conflict or inconsistency between the text of this Agreement and either the plans and exhibits attached to this Agreement or the Final Development Plans, the plans and exhibits to this Agreement and the Final Development Plans will govern and control. In the

event of a conflict or inconsistency between the plans and exhibits attached to this Agreement and the Final Development Plans, the Final Development Plans will govern and control.

- c. Should construction of the Development not commence within two years from the Effective Date of this Agreement, Developer would be required to follow all Village ordinances and building codes as they exist at that time.
- d. Following the Village's issuance of final certificates of occupancy, any construction or repair work performed must comply with all existing Village codes, ordinances, regulations, and standards as they exist at the time.

5. Construction Schedule. The Developer is constructing the Development pursuant to a number of Village-issued permits. The Developer agrees to complete construction pursuant to each Village-issued permit within three years of issuance of each permit. The Developer will construct the Development as described in the Engineering Plans and consistent with all Village ordinances.

6. Site Improvements. In connection with its construction of the Development, Developer, at its sole cost and expense, will construct all improvements identified on the Engineering Plans (collectively, the "**Site Improvements**"). Construction of the Site Improvements will be subject to inspection by and the reasonable approval of the Village Engineer in accordance with the Village's "Development Standards and Specifications," this Agreement, and applicable provisions of the Village Code.

All work performed on the Site Improvements must be conducted in a good and workmanlike manner and with due dispatch in accordance with this Agreement. Reasonable care must be taken to avoid damage to existing and new public improvements, including utilities, streets, and curbs during construction. Any public improvement damaged during construction must be repaired to the reasonable satisfaction of the Village Engineer and in substantial compliance with this Agreement and all applicable Village codes and ordinances.

7. Stormwater Management System. Stormwater management must be provided in compliance with the DuPage County Stormwater Ordinance. Final grading and landscaping of the stormwater management system must be completed in conjunction with the installation of the landscaping depicted on the Final Landscaping Plans. All stormwater facilities and native/prairie grasses shall be maintained in accordance with a Maintenance and Monitoring Plan provided by Developer. If the Maintenance and Monitoring Plan is not followed, the Village reserves the right to seek code enforcement action.

Sediment and erosion control measures must be implemented in compliance with the DuPage County Stormwater Ordinance and the requirements of the Development's NPDES permit, if any. These measures must be put in place by the Developer concurrently with its commencement of mass grading activities on the Subject Property, maintained during the entire construction process, and inspected and repaired as necessary after each significant rainfall.

8. Public Improvement Security. Prior to the Village's issuance of a permit to construct the Site Improvements, the Developer must deliver to the Village one or more bonds or

letter of credit (“**Improvement Security**”) to secure the due and proper construction of the Public Improvements. The Improvement Security must be in a total amount equal to 110% of the Developer’s Engineer’s estimated costs of construction of the Public Improvements, as approved by the Village Engineer, and in a form approved by the Village Attorney. This security will be subject to partial reduction as Public Improvements are completed, inspected, and approved by the Village Engineer pursuant to Section 9 below.

9. Conveyance and Acceptance of Public Improvements. For purposes of this Agreement, the following improvements are the “**Public Improvements**” which the Developer must construct and convey to the Village pursuant to this Section:

- a. The watermain on the Property, as depicted in **Exhibit F**; and
- b. The fire hydrants on the Property, as depicted in **Exhibit F**.

The Village must accept the Developer’s conveyance of the Public Improvements on an improvement-by-improvement basis, by resolution, following the Village Engineer’s inspection and approval of the same and the Developer’s delivery of a customary form bill of sale to the Village. The Village may not accept any Public Improvements proposed for acceptance until: (i) all deficiencies described in a final punch list have been satisfactorily completed and approved by the Village Engineer; (ii) the Developer has delivered final record drawings (as-builts) of the Public Improvements to be conveyed to the Community Development Director and such “as-builts” are approved by the Village Engineer, or his or her designee; and (iii) the Developer has delivered a maintenance bond to the Community Development Director, in a form approved by the Village Attorney and in an amount equal to 10% of the cost of Public Improvements as estimated by the Developer’s engineer and approved by the Village Engineer (“**Maintenance Bond**”), which Maintenance Bond must guarantee for a period of two years that all construction of the Public Improvements was done in a workmanlike manner and in substantial compliance with the Engineering Plans and all applicable provisions of the Village Code. The Maintenance Bond will be returned to the Developer at the expiration of said two-year period unless at such time the Village Engineer has identified deficiencies in such construction which have not yet been corrected by the Developer.

10. Maintenance by the Village. Upon conveyance and acceptance of the Public Improvements by the Village, as outlined in Section 9, the Village, at its sole cost, must maintain, replace and repair the Public Improvements. The Village will not be responsible for snow removal on the private access road on the Subject Property.

11. Maintenance by the Developer. The Developer, at its sole cost, will maintain in good and operational conditions at all times the private drives, surfaces using permeable pavers, privately-owned infrastructure, and Site Improvements on the Subject Property. The Developer will be responsible for snow removal on the private drives, the fire lane, and the emergency access road on the Subject Property. The Developer will maintain the fire lane and emergency access road in a manner to ensure emergency vehicles have access to the Development 24 hours a day, 7 days a week.

12. Maintenance of Plant Materials. All plant material identified on **Exhibit D**,

Landscape Plan, shall be maintained as set forth in Section 4.19 of the Village's Zoning Code. If the plant material is deemed to be dead or in poor condition, Developer shall remove the plant material and replace with like kind.

13. **Municipal Electric Utility Tax.** The Developer and the Village agree to comply with Chapter 34 of the Itasca Code of Ordinances regarding the Municipal Electric Utility Tax. Both parties also agree to follow the procedures set forth in 50 ILCS 45/1, known as the Local Government Taxpayers' Bill of Rights Act, as referenced in Chapter 34 of the Itasca Code of Ordinances.

14. **Easement Agreements.** To the extent necessary, the Developer agrees to provide the Village with non-exclusive easements for emergency repairs to the water mains and service lines, fire hydrants, and public stormwater management facilities on the Subject Property. Regular, non-emergency maintenance must occur as described in Sections 11 and 12 above.

15. **Fees.** The Developer will be responsible for all other fees and costs required by the Itasca Code of Ordinances, the Itasca Zoning Ordinance, and the Itasca Subdivision Regulations, as they exist as of the Effective Date of this Agreement, as well as applicable County, state and federal laws and regulations, including but not limited to any DuPage County Department of Transportation fee.

16. **Prior Development Agreements.** Developer and the Village were parties to the Prior Development Agreements pursuant to Developer's acquisition of CH1 and CH2. The Village acknowledges that all of Developer's obligations under the Prior Development Agreements have been satisfied, except as to ongoing maintenance obligations by the Village and Developer on various site improvements, and that no sums or performance are due from Developer to the Village under the Prior Development Agreements. The Parties acknowledge that the terms of the Prior Development Agreements have ended and that the Prior Development Agreements are no longer in effect. A memorandum of termination of the Prior Development Agreements may be recorded.

17. **Default.** In the event of any material breach of any term or portion of this Agreement, the Party not in breach may serve written notice upon the Party in material breach, which notice must be in writing and must specify the particular alleged material breach. All Parties hereto reserve the right to cure any breach of this Agreement within 30 days after receipt of written notice of such breach; provided, however, that said 30 day period may be extended: (i) if the alleged breach is not reasonably susceptible to being cured within said 30 day period, (ii) if the Party in breach has promptly initiated a cure of the breach, and (iii) if the Party in breach diligently and continuously pursues a cure until its completion.

In the event either Party hereto is delayed, hindered or prevented in performing any act required hereunder by reason of any act or occurrence beyond its reasonable control and not the fault of such Party, including labor disputes, acts of God, material shortages, governmental restrictions or regulations, extreme adverse weather conditions, wet soil conditions, fire, civil insurrection, pandemic, war, or other similar reason, the Party so delayed, hindered or prevented will, if reasonably practicable hereunder, be excused from performance only for the period of such delay, hindrance and/or prevention and must reasonably promptly tender said performance upon the removal and/or reconciliation of said interference.

The failure of a Party to exercise any right or remedy or to insist upon the due performance of an obligation under this Agreement on any given occasion is not to be deemed or construed to be a waiver of such right or remedy or of the right to insist upon such due performance on any subsequent occasion.

18. Notices. All notices or other communications required or permitted hereunder shall be sent by email to the email address(es) set forth below and delivered in writing personally delivered or sent by overnight air express service or by registered or certified mail, postage prepaid, return receipt requested, addressed to the parties hereto at their respective addresses set forth below. Such notice or other communication shall be deemed given at the time the e-mail is sent with respect to e-mail notices or one day after submission of the email and deposit of the notice into the additional means of delivery.

If to Developer:

NTT Global Data Centers CH, LLC
1625 West National Dr.
Sacramento, CA 95834
Attn: Legal Department
Email: gdc.legal@global.ntt

If to the Village:

Village of Itasca
Attn: Village Administrator
550 W. Irving Park Road
Itasca, Illinois 60143
Email: cergo@itasca.com

with a copy to:

Charles E. Hervas
Hervas, Condon & Bersani, P.C.
333 Pierce Rd. Suite 195
Itasca, Illinois 60143
Email: chervas@hcbattorneys.com

19. Cooperation of the Parties. The Village and Developer agree to cooperate reasonably with each other when requested to do so concerning the construction of the Development. The Village agrees to reasonably and timely review and issue permits and make other approvals necessary for the construction and use of the Development.

20. Integrated Agreement. This Agreement and the ordinances adopted by the Village Board pursuant to this Agreement constitute the entire agreement between the Parties concerning the Development, superseding any and all prior agreements and negotiations between the Parties concerning the Development, whether written or oral, relating to the subject matter of this Agreement.

21. Amendments. No amendment or any other change of any kind to this Agreement will be valid or binding unless it is in writing and signed by authorized representatives of the Village and the Developer or their successors or assigns.

22. Choice of Law. The validity, meaning and effect of this Agreement will be determined in accordance with the laws of the State of Illinois. The Venue for any action under or resulting from this Agreement will be in the Circuit Court of the Eighteenth Judicial Circuit of the State of Illinois, located in DuPage County, Illinois.

23. Captions and Headings. The captions and section headings used in this Agreement are for convenience only and are not a part of this Agreement and must not be used in construing it.

24. No Third-Party Beneficiary Intended. No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation will be made, or be valid, against the Village or Developer.

25. Severability. Each provision hereof is intended to be severable, and the invalidity or unenforceability of any portion of this Agreement will not affect the validity or enforceability of the remainder hereof, provided the overall intentions of the parties and the purposes of this Agreement, each as expressed herein, are not materially impaired. Neither of the parties may challenge the validity or enforceability of this Agreement nor any provision of this Agreement, nor assert the invalidity or unenforceability of this Agreement or any provision of it.

26. Representation of Binding Effect. The Developer and the Village each represent that this Agreement has been properly approved and executed and is legally binding on them.

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

28. Recording. This Agreement must be recorded with the DuPage County Recorder's Office by the Developer against title to that portion of the Subject Property and the benefits of this Agreement run with the title to the Subject Property.

29. Term. This Agreement will remain in effect until the Village issues a final certificate of occupancy for the Development. The Parties agree that a memorandum of termination of this Agreement will be recorded on title to the Subject Property upon termination, or expiration of the term, of this Agreement.

IN WITNESS WHEREOF, the Developer and the Village have caused this Agreement to be properly executed as of the Effective Date.

VILLAGE OF ITASCA, an Illinois municipal corporation

NTT GLOBAL DATA CENTERS CH, LLC, a Delaware limited liability company

By: _____
Hon. Jeff Prueyn, Mayor

Signed by: _____
By: _____
4B3BD3CE88D1493...

Dated: _____

Dated: 12/30/2025

Attest: _____
Village Clerk

Dated: _____

RESOLUTION NO. 1680-26

A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF ITASCA AND NTT GLOBAL DATA CENTERS, LLC FOR CH3

WHEREAS, the Village Board adopted Ordinance No. 2081-23 on September 5, 2023, granting zoning entitlements for NTT Global Data Centers, LLC (“NTT”) to construct and operate a data center, electrical substation, and related improvements on its property at the intersection of Pierce Road and Hamilton Lakes Drive (CH3); and,

WHEREAS, the ordinance requires the Village and the owners of CH3 to enter into development agreements as a precondition to issuance of building permits; and,

WHEREAS, the Village Board adopted Resolution No. 1588-24 on December 17, 2024, approving a Letter of Understanding (“LOU”) allowing the Village to issue building permits while the Parties negotiate the development agreement; and,

WHEREAS, the Village and NTT wish to enter into a Development Agreement for CH3, attached hereto as Exhibit A and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED by the President and the Board of Trustees of the Village of Itasca, DuPage County, Illinois, as follows:

SECTION ONE: The corporate authorities of the Village of Itasca hereby approve Exhibit A, a Development Agreement, between the Village and NTT.

SECTION TWO: The Village President, or his designee, is hereby authorized to sign and execute any documents necessary to accept the Development Agreement, Exhibit A, on behalf of the Village of Itasca once approved by legal counsel.

SECTION THREE: SEVERABILITY. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

SECTION FOUR: REPEAL OF PRIOR RESOLUTIONS. All prior Resolutions and Ordinances in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION FIVE: EFFECTIVE DATE. This Resolution shall be in effect immediately from and after its passage and approval.

	Trustee Aiani	Trustee Christensen	Trustee Daly	Trustee Gavanes	Trustee Leahy	Trustee Powers	Mayor Pruyn
Aye	<input type="checkbox"/>						
Nay	<input type="checkbox"/>						
Absent	<input type="checkbox"/>						
Abstain	<input type="checkbox"/>						

APPROVED and ADOPTED by the Village President and Board of Trustees of the Village of Itasca this 6th day of January, 2026.

APPROVED:

Village President Jeffery J. Pruyn

ATTEST:

Village Clerk Jody Conidi