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BOOK 387

THIS DOCUMENTS
PREPARED BY AND AFTER
RECORDING,
RETURN TO:

Eric G. Patt
Robbins, Salomon and Patt, Ltd.
2222 Chestnut Avenue
Suite 101
Glenview, Illinois 60026-16



0833131111

Doc#: 0833131111 Fee: \$444.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 11/26/2008 02:42 PM Pg: 1 of 205

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ANNEXATION AND DEVELOPMENT AGREEMENT

THIS ANNEXATION AND DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into as of this 5th day of August, 2008, by and between the **VILLAGE OF GLENVIEW**, an Illinois home rule municipal corporation located in Cook County, Illinois (the "Village") and **PR II WILLOW SANDERS ROAD JV, LLC**, a Delaware limited liability company ("Developer") (the Village and Developer are sometimes hereinafter collectively referred to as "Parties" and individually referred to as a "Party").

RECITALS

A. The Developer is the owner of record of approximately forty (40) acres of real property located generally north of Willow Road, west of the Interstate 294 Tollway and east of Sanders Road, which property is legally described in Exhibit A-1 attached hereto and is the former corporate headquarters for Culligan Water International (the "Property"). That portion of the Property legally described on Exhibit A-2 attached hereto is currently located within the corporate boundaries of the Village (the "Incorporated Parcel"; that portion of the Property legally described on Exhibit A-3 attached hereto is currently unincorporated but contiguous to the Village's corporate boundaries (the "Unincorporated Parcel").

B. The Unincorporated Parcel, which is contiguous to the Village and, along with the applicable portions of adjacent rights-of-way (to the extent, if at all, not already located within the corporate limits of the Village or of another municipality), is intended to be annexed to the Village pursuant to the provisions of Section 7-1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/7-1-1 et seq., and the Developer desires to annex the Property to the Village pursuant to Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8.

C. The Property is the subject to that certain Milwaukee Road and Sanders Road Corridor Agreement dated June 17, 1997 between the Village and the Village of Prospect Heights and which has been amended pursuant to that certain First Amendment dated September 16, 2006 and recorded as Document No. 0717060107 (collectively, the "Milwaukee/Sanders

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Corridor Agreement”) to establish certain municipal jurisdiction boundaries and to provide for land use planning and administration of the Property.

D. The Property is the subject to that certain Willow Road Corridor Agreement dated March 12, 1990 between the Village and the Village of Northbrook (“Northbrook”) and recorded as Document No. 90114194, which has been amended pursuant to that certain First Amendment dated June 4, 2007 and recorded as Document No. 0717322088, that certain Second Amendment dated June 12, 2007 and recorded as Document No. 0717322089 and that certain Third Amendment dated ~~September 11/26~~, 2008 and recorded as Document No. 0833103064 (collectively, the “Willow Road Corridor Agreement”) to establish certain municipal jurisdiction boundaries and to provide for land use planning and administration of the Property.

E. On April 3, 2007, the Village and Northbrook entered into that certain Intergovernmental Agreement (the “IGA”) to establish a joint community concept planning process for the redevelopment of the Property.

F. Pursuant to the terms of the Willow Road Corridor Agreement and the IGA, the Village and the Village of Northbrook conducted an extensive joint planning process to determine the optimal use of the Property, and Northbrook and the Village have concluded that the development plans being proposed by Developer and which are the subject of this Agreement satisfy the joint planning objectives and principles developed and approved as part of the joint planning process.

G. Developer intends to develop and improve the Property in several phases as Developer elects, and, as more particularly detailed herein, and as generally shown and identified on Exhibit B attached hereto, Developer intends to cause (i) an approximately nineteen (19.0) acre parcel of the Property to be developed with residential uses and accessory uses (the “Residential Parcel”); (ii) an approximately four and two-tenths (4.2) acre parcel of the Property to be developed with two hotels and related accessory uses (the “Hotel Parcel”); (iii) an approximately eight and three-tenths (8.3) acre parcel of the Property to be developed with an office use (and related accessory uses) or other uses allowed in the underlying zoning district for such parcel (the “Office Parcel”); and (iv) an approximately eight (8.0) acre parcel of the Property to be developed with commercial/retail uses (and related accessory uses) or other uses allowed in the underlying zoning district for such parcel (the “Retail Parcel”), all as hereinafter set forth with particularity (collectively, the “Project”). The Residential Parcel, the Hotel Parcel, the Office Parcel and the Retail Parcel are sometimes hereinafter collectively referred to as “Parcels” and individually referred to as a “Parcel”.

H. The Village has determined that, under the Village's Zoning Ordinance as currently amended and in effect as of the date hereof (the “Zoning Ordinance”), the most appropriate zoning district classifications for the development and use of the Parcels pursuant to this Agreement are as follows (and as more particularly shown on Exhibit B): (i) Residential Parcel – RT-8 Planned Development District; (ii) Hotel Parcel – Planned Development District; (iii) Office Parcel – I-2 Light Industrial District; and (iv) Retail Parcel – B-2 General Business District.

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I. The Parties acknowledge that annexation of the Unincorporated Parcel to the Village and the development of the Project on the Property will be compatible with and will further the planning objectives of the Willow Road Corridor Agreement and the Village as a whole, will be of substantial benefit to the Village, will extend the corporate limits and jurisdiction of the Village, will permit orderly growth, planning and development of the Village, will increase the tax base of the Village, and will promote and enhance the general welfare of the Village and its residents, and that the use and development of the Property as herein contemplated will create housing, job and economic growth opportunities within the Village.

J. The Village has agreed to annex the Unincorporated Parcel to the Village, to zone the Property as herein described and to approve Developer's plans for the Property in order to facilitate Developer's construction of the Project in accordance with this Agreement.

K. The Developer has filed with the Village Clerk proper annexation petition pursuant to Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8, signed by the owner of record of the Unincorporated Parcel. No electors reside on the Unincorporated Parcel.

L. Pursuant to the applicable provisions of the Illinois Municipal Code and additionally in accordance with the Village's home rule powers, a proposed agreement similar in substance and in form to this Agreement was submitted to the President and Board of Trustees of the Village (hereinafter collectively referred to as the "Glenview Corporate Authorities") and a public hearing commenced on March 4, 2008 and thereafter continued to March 18, 2008, April 1, 2008, April 15, 2008, May 6, 2008, May 20, 2008, June 3, 2008, June 17, 2008, July 1, 2008, July 15, 2008 and August 5, 2008 pursuant to notice, as provided by statute.

M. Pursuant to notice, as required by statute and ordinance, a public hearing was held by the Village's Plan Commission on the requested zoning and annexation of the Unincorporated Parcel and the subdivision and development of the Property commencing on February 26, 2008 and continuing on March 11, 2008, April 8, 2008, May 5, 2008 and June 10, 2008, and the recommendations and findings of fact made by said body relative to such requests (the "Plan Commission Recommendations"), have been forwarded to the Glenview Corporate Authorities and the President and Board of Trustees of Northbrook (hereinafter collectively referred to as the "Northbrook Corporate Authorities"), as required by the Willow Road Corridor Agreement.

N. Pursuant to notice, as required by statute and ordinance and in accordance with the terms of the Willow Road Corridor Agreement, the Glenview Corporate Authorities and Northbrook Corporate Authorities held a joint meeting on June 16, 2008 and each adopted a favorable resolution supporting the Project.

O. All other and further notices, publications, procedures, public hearings and other matters attendant to the consideration and approval of this Agreement, the annexation of the Unincorporated Parcel, the zoning of the Property (except with respect to the Incorporated Parcel as discussed below), and the development of the Property have been given, made, held and performed by the Village as required by Section 7-1-8 and Section 11-15.1-1 et seq. of the

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Illinois Municipal Code, 65 ILCS 5/7-1-8 and 5/11-15.1-1 et seq., the Village's home rule powers and other applicable statutes, and all applicable ordinances, regulations and procedures of the Village.

P. The Glenview Corporate Authorities have duly considered all necessary petitions to enter into this Agreement, have considered the recommendations of the Village Plan Commission in connection with the proposed zoning and development of the Property and have further duly considered the terms and provisions of this Agreement and, by a resolution or ordinance duly adopted by a vote of two-thirds (2/3) of the Glenview Corporate Authorities then holding office, have authorized the Village President to execute and the Village Clerk to attest this Agreement on behalf of the Village.

Q. The Parties desire to set forth their agreements and understandings with respect to the coordinated use and development of the Property.

R. The Parties desire to enter into this Agreement pursuant to (i) Section 11-15.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-15.1-1 et seq., (ii) the Village's home rule powers; (iii) the intergovernmental cooperation provisions of the Illinois Constitution (Article VII, Section 10) and enabling statutes enacted pursuant thereto, (iv) Division 13 of Article 11 of the Illinois Municipal Code (65 ILCS 5/11-13-1 et seq.); (v) the Village's police powers; and (vi) other authority as may hereinafter be set forth.

S. Each Party has materially altered its respective position in reliance upon the execution of this Agreement and the performance of its terms and provisions by the other Parties.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements herein made, the Parties hereby agree as follows:

1. **Recitals**. The Parties acknowledge that the statements and representations contained in the foregoing recitals are true and accurate and incorporate such recitals into this Agreement as if fully set forth in this Article 1.

2. **Annexation of the Unincorporated Parcel**.

a. At a meeting of the Glenview Corporate Authorities subsequent to the meeting at which the Village President is authorized to execute (and the Village Clerk is authorized to attest to) this Agreement, but in no event later than November 30, 2008 (unless extended by mutual agreement of the Parties), and immediately after the execution of this Agreement by the Parties, the Glenview Corporate Authorities shall proceed, subject to the terms and conditions set forth in this Agreement, to consider the question of annexing the Unincorporated Parcel to the Village and do all things necessary or appropriate to cause the Parcels to be validly annexed to the Village and shall enact an ordinance in a form mutually acceptable to the Parties annexing the Property to the Village.

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b. This Agreement in its entirety shall be null, void and of no force and effect unless the Unincorporated Parcel is validly annexed to the Village and the Approvals Ordinance (as defined and set forth in Section 3a below) is duly approved by the Glenview Corporate Authorities in accordance with and as contemplated by this Agreement at the times specified herein. No action shall be taken by the Glenview Corporate Authorities to annex the Unincorporated Parcel to the Village unless: (i) this Agreement has been fully executed by all Parties; and (ii) the Glenview Corporate Authorities are prepared to immediately thereafter duly enact the Approvals Ordinance.

3. Zoning, Subdivision and Related Development Approvals for the Property.

a. Zoning and Development Approvals. At the same meeting of the Glenview Corporate Authorities at which annexation of the Unincorporated Parcel to the Village is approved, the Glenview Corporate Authorities shall, except as set forth in Section 3.a. (4) below, enact an ordinance for the zoning, use and development of the Property in a form mutually acceptable to the Parties, which ordinance shall substantially incorporate the matters set forth in this Section 3.a as well as the Plan Commission Recommendations (except as otherwise set forth in the Plans, as defined below, and as may be modified as set forth in this Agreement) (the "Approvals Ordinance"):

(1) Residential Parcel

(a) rezoning of the Residential Parcel to the RT-8 Planned Development District;

(b) approval of a final site plan prepared by Teska Associates and dated most recently June 2, 2008, a copy of which is attached hereto as Exhibit E-1 (the "Residential Site Plan");

(c) approval of a landscape plan prepared by Teska Associates and dated most recently June 2, 2008, a copy of which is attached hereto as Exhibit E-2 (the "Preliminary Residential Landscape Plans");

(d) approval of concept building elevations for each housing type prepared by BSB Design and dated most recently June 2, 2008, copies of which are attached hereto as Exhibit E-3 (the "Preliminary Residential Building Elevations").

(The Residential Site Plan, the Preliminary Residential Landscape Plans and the Preliminary Residential Building Elevations are collectively referred to herein as the "Residential Plans"); and

(e) approval of the relief from the Zoning Ordinance and the Subdivision Ordinance identified on Exhibit E-4 attached hereto.

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(2) Hotel Parcel

(a) rezoning of the Hotel Parcel to the Planned Development District;

(b) approval of a final site plan (which includes the location for two monument signs) prepared by Teska Associates and dated most recently June 2, 2008, a copy of which is attached hereto as Exhibit F-1 (the "Hotel Site Plan");

(c) approval of a landscape plan prepared by Teska Associates and dated most recently June 2, 2008, a copy of which is attached hereto as Exhibit F-2 (the "Preliminary Hotel Landscape Plan");

(d) approval of building elevations (which include signage details) prepared by Gary Brink & Associates and dated most recently June 2, 2008, a copy of which is attached hereto as Exhibit F-3 (the "Preliminary Hotel Building Elevations");

(The Hotel Site Plan, the Hotel Landscape Plan, the Hotel Building Elevations and the Hotel Signage Plans are collectively referred to herein as the "Hotel Plans"); and

(e) approval of the relief from the Zoning Ordinance and the Subdivision Ordinance identified on Exhibit E-4, including the right to meet the parking requirements for the Hotel Parcel by providing shared off-site parking on the Office Parcel.

(3) Retail Parcel

(a) rezoning of the Retail Parcel to the B-2 General Business District to permit the Retail Parcel to be developed and maintained with any use permitted in the B-2 General Business District;

(b) approval of a final site plan prepared by Teska Associates and dated most recently June 2, 2008, a copy of which is attached hereto as Exhibit G-1 (the "Retail Site Plan"); provided however, that, as set forth in Section 3.d(4) below, the Retail Site Plan shall only serve as a conceptual approval for Building 5 solely with respect to traffic circulation issues for the proposed drive-thru bank and Building 6 solely with respect to traffic circulation issues for the proposed drive-thru coffee shop;

(c) approval of a landscape plan prepared by Teska Associates and dated most recently June 2, 2008, a copy of which is attached hereto as Exhibit G-2 (the "Preliminary Retail Landscape Plan");

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(d) approval of a signage plan prepared by Teska Associates and dated most recently July 30, 2008, a copy of which is attached hereto as Exhibit G-3 (the "Preliminary Signage Plan");

(The Retail Site Plan and the Retail Landscape Plan are collectively referred to herein as the "Retail Plans");

(e) approval of the relief from the Zoning Ordinance and the Subdivision Ordinance identified on Exhibit E-4.

(f) approval of conditional uses for (i) a pharmacy drive-thru establishment with a single accessory drive-thru lane in the location identified on the Retail Site Plan as Lot 1 ("Lot 1"); (ii) the operation of a coffee shop drive-thru establishment with a single accessory drive-thru lane in the location identified as Lot 3 on the Retail Site Plan ("Lot 3"); and (iii) outdoor dining facilities. Notwithstanding anything to the contrary contained herein, in no event shall the Retail Parcel contain more than three (3) uses with drive-through facilities; and

(4) Office Parcel

(a) rezoning of the Office Parcel to the I-2 Light Industrial District to permit the Office Parcel to be developed and maintained with any use permitted in the I-2 Light Industrial District. Notwithstanding the foregoing, it is acknowledged that the Incorporated Parcel has not yet been rezoned from the P-1 Public Lands District to the I-2 Light Industrial District and, in consideration of Developer entering into this Agreement, voluntarily annexing the Unincorporated Parcel to the Village and other matters attendant to the development of the Property as set forth herein, the Village, within a reasonable time after Developer's submittal of the required regulatory application materials and in accordance with Section 15 below, shall hold all necessary public hearings and shall take all such actions as are required to rezone the Unincorporated Parcel from the P-1 Public Lands District to the I-2 Light Industrial District in order to permit the development of the Office Parcel and the performance of the Parties' rights and obligations in accordance with terms of this Agreement;

(b) approval of the relief from the Zoning Ordinance and the Subdivision Ordinance identified on Exhibit E-4 to permit, among other things, for the construction of up to 600,000 square feet of floor area on the Office Parcel in one or more office buildings and up to a maximum building height of one-hundred thirty feet (130') on the Office Parcel.

(5) Right-of-Way System and Utilities

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(a) approval of a street system plan prepared by Teska Associates and dated most recently June 2, 2008, a copy of which is attached hereto as Exhibit I-1 showing the location and pavement widths (measured from back of curb to back of curb) of the streets that will serve the Project and a monument sign in the location identified on the Preliminary Signage Plan as the “primary sign” that may contain the names of the hotels located on the Hotel Parcel and the name of the residential development on the Residential Parcel (the “Street System Plans”);

(b) approval of a sidewalk plan prepared by Teska Associates and dated most recently June 2, 2008, a copy of which is attached hereto as Exhibit I-2 identifying the location of the sidewalks which will serve the Project as set forth on Exhibit I-2 (the “Sidewalk Plans”);

(c) approval of a utilities plans prepared by Teska Associates and dated most recently June 2, 2008, a copy of which is attached hereto as Exhibit I-3 identifying the general location of utility lines which will serve the Project, (the “General Utility Plans”).

(The Street System Plans, the Sidewalk Plans and the General Utility Plans are collectively referred to herein as the “Infrastructure Plans”. The Residential Plans, the Hotel Plans, the Retail Plans, the Office Development Plans (as defined below) and the Lots 1 and 3 Development Plans (as defined below) are collectively referred to herein as the “Plans”); and

(d) approval of the relief from the Zoning Ordinance and the Subdivision Ordinance identified on Exhibit E-4 in connection with the construction and implementation of the Infrastructure Plans (including approval of an off-site monument sign as identified as the “primary sign” on the Preliminary Signage Plan).

(6) Subject to Section 3g below, an amendment of the Village’s Comprehensive Plan to reflect the zoning and use of the Parcels herein provided; and

(7) Subject to Section 3g below, an amendment of the Village’s Official Map to reflect the zoning of the Parcels herein provided.

b. Final Development and Subdivision Approvals for the Residential Parcel. The Parties acknowledge that although the Residential Plans reflect certain approved variations and specific development and site planning parameters for uses, density and bulk related to the Residential Parcel, the Residential Plans have not received final development and subdivision approval. The Village shall grant final approvals for the Residential Parcel upon satisfaction of the following conditions (collectively, the “Final Residential Approval”):

(1) approval by the Village Engineer of final engineering plans for the Residential Parcel (the “Final Residential Engineering Plans”) provided such plans (i) substantially comply in all material respects with the portion of the Infrastructure Plans

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related to the Residential Parcel; and (ii) comply with all applicable Village laws and regulations, except to the extent such laws and regulations have been modified by this Agreement. The Village shall take any such actions as are necessary to grant final approval of the Final Residential Engineering Plans. Developer shall only be required to construct those utility improvements necessary for the construction of the Residential Parcel and shall not be required to oversize any utility lines for the benefit of any property located outside of the Project unless required to accommodate the existing drainage pattern of the Property and applicable adjacent properties.

(2) approval from the Village's Appearance Commission, subject to the Appearance Commission reviewing and acting upon matters relating to appearance as authorized by the Appearance Code, for a final residential landscape plan (the "Final Residential Landscape Plan"), final residential building elevations (the "Final Residential Building Elevations"), final signage plans, which may include up to four (4) monument signs as identified on the Final Residential Site Plan ("Final Signage Plans") and final photometric plans provided that the Final Residential Building Elevations, the Final Residential Landscape Plan and the Final Signage Plans substantially conform to the Preliminary Residential Building Elevations, the Preliminary Residential Landscape Plans, and the Residential Site Plan and the Plan Commission Recommendations, respectively. Notwithstanding anything to the contrary contained in Exhibit E-4 or identified on the Residential Plans, Developer shall be permitted to construct bays, bay windows, chimneys, eaves, gutters, downspouts, air conditioning compressors, decks, stairs, landings, patios and porches (both covered and uncovered), window wells and other similar architectural features outside of the specific area of the building pads shown on the Residential Plans and such features may be included within the individual subdivided lots for each dwelling unit or in portions of the Residential Parcel that are not part of a subdivided lot for each dwelling unit and are considered common areas as determined by Developer at the time of receiving approval for the Final Residential Plat of Subdivision. The Village shall take any such actions as are necessary to grant final approval of the Final Residential Landscaping Plans and the Final Residential Building Elevations. Notwithstanding anything to the contrary contained in either the Preliminary Residential Landscape Plan or the Final Residential Landscape Plan, and as noted in the Plan Commission Recommendations, Developer, at its election, and without the requirement to obtain any additional approvals from the Village (other than approvals from the Village Engineer and the Appearance Commission consistent with the terms of this Agreement), shall be permitted, upon agreement of the owner thereof (currently AT&T), to construct an approximately seven feet (7') tall grass berm with trees entirely on the property located immediately to the north of the Residential Parcel rather than the cedar fence identified on the Preliminary Residential Landscape Plan or the Final Residential Landscape Plan.

(3) approval of a final plat of subdivision for the Residential Parcel (the "Final Residential Plat of Subdivision") provided the Final Residential Plat of Subdivision substantially complies in all material respects to the Final Residential Site Plan and the terms of this Agreement (including the creation of certain easements over portions of the Residential Parcel as set forth in the General Utility Plans). The Village shall take any

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such actions as are necessary to grant final approval of the Final Residential Plat of Subdivision (including the granting of relief from the Subdivision Ordinance to effectuate the terms of this subsection 3.b(3)). In connection with the foregoing, Developer shall be permitted to subdivide each dwelling unit (and related land), the detention pond and any common areas of the Residential Parcel into separate lots and where dwelling units share a common wall, each such dwelling unit (and any related land) may, at Developer's election, be subdivided through the center of such common wall. In connection with the foregoing, Developer shall have the right to seek combined preliminary and final plat of subdivision approval for the Final Residential Plat of Subdivision.

(7) in accordance with the Plan Commission Recommendations, prior to the closing of the sale of the first dwelling unit to a third-party purchaser, Developer (or its successor in interest) shall be required to record a document against the Residential Parcel with the Cook County Recorder of Deeds disclosing that, as of the date of such document (i) an "industrial" use is located to the north of the Residential Parcel; (ii) no sound walls exist west of I-294 to mitigate noise which may emanate from the tollway; and (iii) the balance of the Property which comprises the balance of the Project is intended to be developed with a mix of hotel, office, retail and commercial uses (collectively, the "Residential Disclosure"). The Residential Disclosure shall be included in a homeowner's association document and such document shall be recorded against the Residential Parcel with the Cook County Recorder of Deeds.

c. Final Development and Subdivision Approvals for the Hotel Parcel. The Parties acknowledge that although the Hotel Plans reflect certain approved variations and specific development and site planning parameters for uses, density and bulk related to the Hotel Parcel, the Hotel Plans have not received final development and subdivision approval. The Village shall grant final approvals for the Hotel Parcel upon satisfaction of the following conditions (collectively, the "Final Hotel Approval"):

(1) approval from the Village Engineer of final engineering plans for the Hotel Parcel (the "Final Hotel Engineering Plans") provided the Final Hotel Engineering Plans (i) substantially comply in all material respects with the portion of the Infrastructure Plans related to the Hotel Parcel; and (ii) comply with all applicable Village laws and regulations, except to the extent such laws and regulations have been modified by this Agreement. The Village shall take any such actions as are necessary to grant final approval of the Final Hotel Engineering Plans. Developer shall only be required to construct those utility improvements necessary for the construction of the Hotel Parcel and shall not be required to oversize any utility lines for the benefit of any property located outside of the Hotel Parcel.

(2) approval from the Village's Appearance Commission, subject to the Appearance Commission reviewing and acting upon matters relating to appearance as authorized by the Appearance Code, for a final hotel landscape plan (the "Final Hotel Landscape Plan"), final hotel building elevations (the "Final Hotel Building Elevations"), for a final hotel signage plan (the "Final Hotel Signage Plans") and final photometric plans provided the Final Hotel Building Elevations, the Final Hotel Landscape Plan and

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the Final Hotel Signage Plan substantially conform to the Preliminary Hotel Building Elevations, the Preliminary Hotel Landscape Plan and the Preliminary Building Elevations and Hotel Site Plan (in respect to the hotel signage), respectively. The Village shall take any such actions as are necessary to grant final approval of the foregoing final plans. Notwithstanding anything to the contrary contained herein, (i) in order to coordinate the landscaping between the Office Parcel and the Hotel Parcel, the Hotel Parcel shall not be required to include landscaping along its southerly property line until the Office Parcel is developed; provided however, that if the Final Office Approval is not obtained within two (2) years from the date of adoption of the Approvals Ordinance, then landscaping shall be installed along with Hotel Parcel's southerly property line, subject to the Village's Appearance Commission reviewing and acting upon matters relating to appearance as authorized by the Appearance Code; (ii) a portion of the parking that will serve the Hotel Parcel may be permitted to be located on the Office Parcel, and, in such event, concurrently with the recordation of the Final Office Plat of Subdivision with the Cook County Recorder's Office, Developer shall record an easement (either as part of the Final Hotel Plat of Subdivision or as a separate document) against the Office Parcel for the benefit of the Hotel Parcel and providing for appropriate cross-access and parking rights over that portion of the Office Parcel providing parking for the Hotel Parcel; and (iii) any hotel signage installed on the east façade of the improvements to be built on the Hotel Parcel shall be illuminated with only "halo" or "backlit" lighting.

(3) approval of a final plat of subdivision for the Hotel Parcel (the "Final Hotel Plat of Subdivision") provided the Final Hotel Plat of Subdivision substantially complies in all material respects to the Final Hotel Site Plan and the terms of this Agreement. The Village shall take any such actions as are necessary to grant final approval of the Final Hotel Plat of Subdivision (including the granting of relief from the Subdivision Ordinance to effectuate the terms of this subsection 3.c(3)). If a portion of the parking that will serve the Hotel Parcel will be located on the Office Parcel (which may include the South Parking Lot) then, concurrently with the recordation of the Final Hotel Plat of Subdivision with the Cook County Recorder's Office, Developer shall record an easement (either as part of the Final Hotel Plat of Subdivision or as a separate document) against the Office Parcel for the benefit of the Hotel Parcel and providing for cross-access and parking rights over that portion of the Office Parcel (which may include the South Parking Lot) providing parking for Hotel Parcel. In connection with the foregoing, Developer shall have the right to seek combined preliminary and final plat of subdivision approval for the Final Hotel Plat of Subdivision.

d. Final Development and Subdivision Approvals for the Retail Parcel. The Parties acknowledge that although the Retail Plans reflect certain approved variations and specific development and site planning parameters for uses, density and bulk related to the Retail Parcel, the Retail Plans have not received final development and subdivision approval. The Village shall grant final approvals for the Retail Parcel (excluding Lot 1 and Lot 3, as identified on the Retail Site Plan) upon satisfaction of the following conditions (collectively, the "Final Retail Approval"):

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(1) approval from the Village Engineer of final engineering plans for the Retail Parcel (the "Final Retail Engineering Plans") provided the Final Retail Engineering Plans substantially comply in all material respects with the portion of the Infrastructure Plans related to the Retail Parcel and comply with all applicable Village laws and regulations, except to the extent such laws and regulations have been modified by this Agreement. The Village shall take any such actions as are necessary to grant final approval of the Final Retail Engineering Plans. Developer shall only be required to construct those utility improvements necessary for the construction of the Retail Parcel and shall not be required to oversize any utility lines for the benefit of any property located outside of the Retail Parcel.

(2) approval from the Appearance Commission, subject to the Appearance Commission reviewing and acting upon matters relating to appearance as authorized by the Appearance Code, for a final retail landscape plan (the "Final Retail Landscape Plan"), final retail building elevations (the "Final Retail Building Elevations"), final retail signage plans (the "Final Retail Signage Plans") and final photometric plans provided the Final Retail Building Elevations, the Final Retail Landscape Plan and Final Retail Signage Plans (in respect to location) substantially conform to the Preliminary Retail Building Elevations, the Preliminary Retail Landscape Plan and the Preliminary Signage Plan (in respect to the location of the retail monument signs which may include up to four (4) panels as identified on Exhibit G-3), respectively. Further, subject to the Appearance Commission reviewing and acting upon matters relating to appearance as authorized by the Appearance Code, the Village shall approve any additional signage requested for the Retail Parcel (including Lot 1 and Lot 3) so long as such signage conforms with the Village's Zoning Ordinance in effect as of the date hereof. The Village shall take any such actions as are necessary to grant final approval of the final plans described in this subsection (2).

(3) approval of a final plat of subdivision for the Retail Parcel which shall include Lot 1 and Lot 3 (the "Final Retail Plat of Subdivision") provided the Final Retail Plat of Subdivision substantially complies in all material respects to the Final Retail Site Plan and the terms of this Agreement. The Village shall take any such actions as are necessary to grant final approval of the Final Retail Plat of Subdivision (including the granting of relief from the Subdivision Ordinance to effectuate the terms of this subsection 3d(3)). In connection with the foregoing, Developer, at its sole election, shall be permitted to subdivide any portion of the Retail Parcel into separate smaller lots as long as the resulting subdivision for the Retail Parcel substantially conform with the overall bulk and density parameters as shown on the Final Retail Site Plan. If Developer elects to subdivide any portion of the Retail Parcel into separate smaller lots, then, concurrently with the recordation of the Final Retail Plat of Subdivision with the Cook County Recorder's Office, Developer shall record an easement (either as part of the Final Retail Plat of Subdivision or as a separate document) against the Retail Parcel for the benefit of all users of the Retail Parcel and providing for cross-access and parking rights over the entire Retail Parcel. In connection with the foregoing, Developer shall have the right to seek combined preliminary and final plat of subdivision approval for the Final Retail Plat of Subdivision.

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(4) site plan review by the Plan Commission for Building 5 and Building 6 (as shown on the Retail Site Plan) and approval by the Glenview Corporate Authorities (“Final Buildings 5 and 6 Approval”). The Plan Commission’s scope of review of the site plan for Building 5 and Building 6 shall be limited specifically to traffic circulation issues related to the proposed drive-thrus for Building 5 and Building 6 as shown on the Retail Site Plan. The Village shall (i) approve the site plans for Building 5 and/or Building 6, as the case may be; and (ii) adopt any and all necessary ordinances and/or resolutions to effectuate the same, provided the site plans for Building 5 and Building 6 substantially comply in all material respects with the terms of this Agreement and all applicable Village laws and regulations (except to the extent such laws and regulations have been modified by this Agreement). Developer shall be permitted to seek Final Buildings 5 and 6 Approval, as the case may be, in one or more stages.

e. Final Development Approvals for Lot 1 and Lot 3 of the Retail Parcel. The Parties acknowledge that although this Agreement approves certain development parameters for uses, density and bulk related to the Lot 1 and Lot 3 of the Retail Parcel, no specific development plans have been submitted by Developer nor approved by the Village for the development of Lot 1 and Lot 3. Accordingly, in connection with the development of Lot 1 and Lot 3, Developer shall be required to submit to the Village for its review and approval (collectively, the “Lots 1 and 3 Development Plans”) a site plan, a landscape plan, a signage plan, building elevations and final engineering plans (“Final Lots 1 and 3 Approval”). Final Lot 1 and 3 Approval, as the case may be, shall only require (i) site plan review by the Village's Plan Commission and approval by the Glenview Corporate Authorities with respect to the site plan for Lot 1 and/or Lot 3; (ii) review and approval of the Appearance Commission, subject to the Appearance Commission reviewing and acting upon matters relating to appearance as authorized by the Appearance Code, with respect to the landscape plan, building elevations, photometric plans and signage plans with respect to Lot 1 and/or Lot 3, as the case may be; and (iii) approval by the Village Engineer of final engineering plans for Lot 1 and/or Lot 3, as the case may be. The Village shall approve the Lots 1 and 3 Development Plans for Lot 1 and/or Lot 3, as the case may be and adopt any and all necessary ordinances and/or resolutions to effectuate the same, provided the Lots 1 and 3 Development Plans substantially comply in all material respects with the terms of this Agreement and all applicable Village laws and regulations (except to the extent such laws and regulations have been modified by this Agreement). Developer shall be permitted to seek Final Lot 1 and 3 Approval for Lot 1 and/or Lot 3, as the case may be, in one or more stages.

f. Final Development and Subdivision Approvals for the Office Parcel. The Parties acknowledge that although this Agreement approves certain development parameters for uses, density and bulk related to the Office Parcel, no specific development plans have been submitted by Developer nor approved by the Village, and, accordingly, in connection with the development of the Office Parcel, Developer shall be required to submit to the Village for its review and approval (collectively, the “Office Development Plans”) a site plan, a landscape plan, a signage plan, building elevations, final engineering plans (“Final Office Approval”). Final Office Approval shall only require (i) site plan review and approval by the Village's Plan Commission and approval by the Glenview Corporate Authorities with respect to the site plan; (ii) review and approval of the Appearance Commission, subject to the Appearance Commission reviewing and acting upon matters relating to appearance as authorized by the Appearance Code, with respect

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to the landscape plan, building elevations, photometric plans and signage plans, as the case may be; and (iii) approval by the Village Engineer of final engineering plans. The Office Parcel shall be permitted to contain one monument sign along Willow Road in the location identified as the "office tenant sign" on Exhibit G-3. If the Office Parcel has not been previously subdivided, the Village shall approve a final plat of subdivision for the Office Parcel (the "Final Office Plat of Subdivision") provided the Final Office Plat of Subdivision substantially complies in all material respects to the site plan for the Office Parcel and the terms of this Agreement. Further, Developer, at its sole election, shall be permitted to subdivide portions of the Office Parcel into separate smaller lots as long as the aggregate of the resulting subdivisions for the Office Parcel substantially conform with the overall bulk and density parameters as shown on the Office Development Plans. A portion of the parking that will serve the Office Parcel may be permitted to be located on the Hotel Parcel. In such event, concurrently with the recordation of the Final Office Plat of Subdivision with the Cook County Recorder's Office, Developer shall record an easement (either as part of the Final Office Plat of Subdivision or as a separate document) against the Hotel Parcel for the benefit of the Office Parcel and providing for appropriate cross-access and parking rights over that portion of the Hotel Parcel providing parking for the Office Parcel.

For the purposes of determining the maximum wall signage permitted on the Office Parcel, all yards on the Office Parcel shall be considered either front or side yards adjacent to a street and therefore each elevation of the Office Parcel shall be permitted to contain up to two-hundred (200) square feet of wall signage, subject to the Appearance Commission reviewing and acting upon matters relating to appearance as authorized by the Appearance Code. The Village shall approve the Office Development Plans and adopt all necessary ordinances and/or resolutions to effectuate the same (including the granting of relief from the Subdivision Ordinance to effectuate the terms of this subsection 3.f), provided the Office Development Plans substantially comply in all material respects with the terms of this Agreement and all applicable Village laws and regulations (except to the extent such laws and regulations have been modified by this Agreement). Developer shall be permitted to seek Final Office Approval in one or more stages and shall only be required to construct those utility improvements necessary for the construction of the Office Parcel and shall not be required to oversize any utility lines for the benefit of any property located outside of the Office Parcel.

g. Final Development Approvals for the Infrastructure Plans. The Parties acknowledge that the Infrastructure Plans are conceptual in nature only and Developer shall be required to submit to the Village Engineer for its review and approval a final set of Infrastructure Plans ("Final Infrastructure Approval"). Accordingly, if required by a utility company or any governmental agency, Developer shall be permitted to locate public utilities in locations other than as shown on the General Utility Plans, notwithstanding anything to the contrary contained herein. The Village shall approve (i) the Infrastructure Plans; and (ii) adopt such ordinances and/or resolutions as are necessary to effectuate the same (including the granting of relief from the Subdivision Ordinance to effectuate the terms of this subsection 3.g), provided the final set of Infrastructure Plans substantially comply in all material respects with the Infrastructure Plans, the terms of this Agreement and all applicable Village laws and regulations (except to the extent such laws and regulations have been modified by this Agreement).

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h. Rezoning of the Parcels and Amending the Village's Official Zoning Map. It is acknowledged that the Approvals Ordinance officially rezones the Property in the manner contemplated under this Agreement. Concurrently with the approval of a final plat of subdivision for each Parcel, the Parties shall confirm that the legal description for such Parcel substantially complies with the depiction of the property rezoned pursuant to the Approvals Ordinance.

i. General Standards. The Plans establish the standards for the development of the various portions of the Property. As the Project is anticipated to be implemented and constructed in one or more stages or phases, Developer shall have the right to submit for Final Residential Approval, Final Hotel Approval, Final Retail Approval, Final Buildings 5 and 6 Approval, Final Lots 1 and 3 Approval, Final Infrastructure Approval and Final Office Approval, as the case may be (individually a "Final Approval" and collectively, the "Final Approvals") in such phases or stages as Developer shall determine. Developer shall not be required to submit and implement a single set of plans, a single final plat of subdivision, or a single set of final engineering plans for the entirety of the Project at one time. Developer shall be permitted to make changes to the Residential Plans, the Hotel Plans, the Retail Plans, the Lots 1 and 3 Development Plans and the Office Development Plans prior to or after obtaining Final Approval for the same (as the case may be) and such changes shall only require an amendment to the Approvals Ordinance (in accordance with the process set forth in the Zoning Ordinance for site plan changes) and such changes shall be approved by the Village so long as the changes do not substantially differ from the applicable plan that was previously approved by the Village as part of the Approvals Ordinance. Notwithstanding the foregoing and notwithstanding the provisions of the Zoning Ordinance and the Subdivision Ordinance to the contrary, the requirements contained in the Zoning Ordinance and the Subdivision Ordinance with respect to the time periods for obtaining the Final Approvals and for construction of any portion of the Project shall not be applicable to Developer or to the development of any portion of the Property nor shall there be any time or development limits imposed upon Developer or the Parcels with respect to the sequencing of obtaining approvals. If Developer seeks relief from the Zoning Ordinance or the Subdivision Ordinance for any portion of the Property that has not otherwise been granted by the Approvals Ordinance, the Village's Plan Commission shall be the designated body of the Village to hear such requests for additional relief, notwithstanding anything to the contrary contained in the Zoning Ordinance, and such additional relief shall only require an amendment to the Approvals Ordinance.

j. Review of Plans. The Glenview Corporate Authorities agree to diligently review and approve a submission by Developer for a Final Approval provided that the same substantially conforms to the terms and provisions of this Agreement and other applicable Village ordinances, rules and regulations as modified or amended pursuant to the terms of this Agreement.

k. Prohibition Against Moratoria. At no time and under no circumstances shall any moratoria established by Village ordinance or resolution on the approval of plats of subdivision or planned development approval or on the issuance of building permits or any other moratoria be applicable to the development of the Property or any portion of either. For purposes of this Agreement, a Village ordinance or resolution shall be deemed to establish a moratorium on the

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approval of plats of subdivision or planned development approvals or the issuance of building permits if it precludes, delays, restricts, limits or prevents, entirely or in part and in any manner whatsoever, such plat approvals or such building permit issuance.

4. Sanitary Sewer Service.

a. The parties acknowledge that sanitary sewer service for the Property will not be provided by the Village and will be provided by the Northfield Wood Sanitary District (the "Sanitary District"). Developer, at Developer's sole cost and expense, shall be required to construct only those sewer lines and related improvements required by the Sanitary District necessary to service the Property generally as set forth on the General Utility Plans (herein referred to individually as a "Sanitary Sewer Improvement" and collectively as the "Sanitary Sewer Improvements"). Developer shall have the right in connection with any phase of development of the Property to construct only those Sanitary Sewer Improvements as may be necessary for such phase. The Village represents and warrants to Developer (i) that no tap-on or connection fees shall be due to the Village in connection with the construction and operation of the Sanitary Sewer Improvements and connection of the same to the sanitary sewer mains located in Sanders Road and owned and operated by the Sanitary District (the "Sewer Mains"); and (ii) that the Village will not require Developer to oversize the Sanitary Sewer Improvements.

b. The Village shall cooperate with Developer, at no cost to the Village, and execute all applications, permit requests and other documents which are or may be required by Developer to connect the Sanitary Sewer Improvements to the Sewer Mains and to obtain sanitary sewage treatment service from the Sanitary District for the Property. In addition, the Village, at Developer's sole cost and expense, shall cooperate with Developer in obtaining any easements which may be required by Developer, and shall grant Developer access to all Village-owned rights-of-way, to enable provision of sanitary sewer service to the Property.

5. Potable Water Service (including Fire Protection).

a. Developer, at Developer's sole cost and expense, shall be required to construct only those water mains and water storage facilities required to accommodate the potable water and fire protection needs of the Property as set forth on the General Utility Plans (herein referred to individually as a "Water Improvement" and collectively as the "Water Improvements"). Developer shall have the right in connection with any phase of development of the Property to construct only those Water Improvements as may be necessary for such phase. Upon completion of construction of a Water Improvement, Developer shall have the right to dedicate said Water Improvement to the Village, and in such event and after the Village has inspected the same to confirm that construction has been completed in accordance with the requirements of this Agreement, the Village agrees to accept the dedication of those Water Improvements which have then been constructed by Developer promptly upon Developer's completion and tender thereof. In furtherance of the foregoing, Developer agrees to grant to the Village any easements which may be reasonably necessary to permit the Village's ownership of the Water Improvements.

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b. The Village represents and warrants to Developer the existing Village water system in which the Water Improvements will connect to and which will serve all of the improvements on the Property has sufficient capacity to provide water service for the Property.

c. The Village shall cooperate with Developer, at no cost to the Village, and execute all applications, permit requests and other documents which are or may be required in connection with the provision of potable water service and fire protection for the benefit of the Property which shall be provided by the Village. The Village shall cooperate with Developer at Developer's cost in obtaining any easements which may be reasonably required by Developer (including, if necessary, by use of eminent domain), and shall grant Developer access to all Village-owned rights-of-way, to enable provision of potable water service to the Property.

6. Stormwater Drainage.

a. Developer, at Developer's sole cost and expense, shall be required to construct those storm sewers and detention systems required for the stormwater drainage of the Property generally as set forth on the General Utility Plans (herein referred to individually as a "Stormwater Improvement" and collectively as the "Stormwater Improvements") in compliance with the applicable Village ordinances, the Metropolitan Water Reclamation District and all other applicable laws and regulations, as modified or amended pursuant to the terms of this Agreement. The Stormwater Improvements for the Property will connect to the storm sewer lines which are currently in place, located off-site and owned by Cook County and/or IDOT (as defined below) as the case may be (the "Off-Site Storm Lines"). Developer shall have the right to provide detention on a phase by phase basis as each Phase is developed or to service multiple phases of development of the Property collectively. In connection with the provision of stormwater management facilities for portions of the Property (hereinafter intended to be developed pursuant to the Plans, Developer shall have the right to locate Stormwater Improvements on portions of the Property for which a Final Approval (other than stormwater management plans for the affected portions of the Property) has not then been sought or granted. The Village shall have no obligation to own, operate, maintain, repair or replace the Stormwater Improvements, and Developer shall be solely responsible to own, operate, maintain, repair and replace the same, which obligations may be assigned by Developer to one or more property owners associations created to manage and/or operate any or all portions of the Property.

b. The Village shall cooperate with Developer, at no cost to the Village, and execute all applications, permit requests and other documents which are or may be reasonably required in connection with the implementation of stormwater management and the construction and connection of the Stormwater Improvements to the Off-Site Storm Lines.

c. The Village represents and warrants to Developer (i) that only those connection fees, tap-on fee or recurring user fees and charges that are in effect at such time shall be due to the Village in connection with the construction and operation of the Stormwater Improvements and/or the use and development of the Property in accordance with the terms of this Agreement unless mandated by state or federal law; and (ii) that it shall not be required to oversize the Stormwater Improvements.

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7. Roadways, Parkways, Sidewalks and Streetlights, Off-Site Roadway Improvements, Recapture and Relocated Water Main Easement.

a. Roadways. Developer, at Developer's sole cost and expense, shall construct those roadway improvements necessary to permit Developer's use and development of the Property generally as shown on Exhibit I-1 and as shall be approved by the Village in accordance with Section 3 above (herein referred to individually as a "Roadway Improvement" and collectively as the "Roadway Improvements"). Developer shall have the right in connection with any phase of development of the Property to construct only those Roadway Improvements as may be necessary for the Parcel then being developed. Developer shall be permitted to select the names of the Roadway Improvements, subject to the Village's approval which shall not be unreasonably withheld, conditioned or delayed.

b. Parkway, Sidewalks & Streetlights. Developer, at Developer's sole cost and expense, shall construct (i) the parkway improvements and sidewalks, all as generally shown on Exhibit I-2 and the landscaping plans for each Parcel as shall be approved by the Village in accordance with Section 3 above (referred to herein as the "Parkway/Sidewalk Improvements"); and (ii) any street lighting in connection with the Roadway Improvements (the "Future Street Lighting"). Developer shall have the right in connection with any phase of development of the Property to construct only such Parkway/Sidewalk Improvements and Future Street Lighting as may be necessary for the phase of the Project then being constructed. (The Roadway Improvements, the Parkway/Sidewalk Improvements and the Future Street Lighting are collectively referred to herein as the "On-Site Infrastructure Improvements".)

c. Maintenance of the On-Site Infrastructure Improvements. In connection with the use, maintenance and operation of the Property, including but not limited to the On-Site Infrastructure Improvements, Developer intends to record one or more declarations against the Property (a "Declaration") which will place certain covenants, conditions, restrictions and easements of record and further provides for the establishment of one or more associations of the owners of various portions of the Property, including a master association (the "Master Association"). The Declaration shall provide that, except as otherwise provided for in this Agreement (including but not limited to the Infrastructure Plans), the On-Site Roadway Improvements shall be operated and maintained by the Master Association in accordance with the Village's Subdivision Code and the Village's Engineering Standards manual in effect as of the date hereof. To the extent the Master Association fails to maintain and operate the On-Site Infrastructure Improvements as provided for under the Declaration, and except in the event of emergency situations, the Village shall serve written notice upon the Master Association setting forth the manner in which the Master Association has failed to comply with its obligations under the Declaration with respect to the maintenance and operation of the On-Site Infrastructure Improvements. Said notice shall include a demand that such deficiency be cured within thirty (30) days from the date such notice is received, or if such deficiency is not reasonably capable of being cured within such thirty-day period, the Master Association shall commence to cure and diligently pursue the same within such thirty-day period. If the Master Association has not cured such deficiency within said thirty (30) days (or commenced to cure such deficiency and is

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diligently working to cure the same provided such deficiency is not reasonably capable of being cured within such thirty day period), or any extension thereof reasonably granted by the Village, duly designated officials and employees of the Village shall be granted an easement to enter upon, on and over the On-Site Infrastructure Improvements for the purposes of curing such deficiency and the Master Association shall reimburse the Village for all reasonable out of pocket third-party expenses incurred by the Village in curing such deficiency. If the Master Association has not reimbursed the Village in full for all such expenses incurred within thirty (30) days after receipt of a bill from the Village detailing such expenses along with evidence that the work has been paid in full by the Village, then, in addition to all other remedies under this Agreement, the portion of the cost of such maintenance or repair not so reimbursed, together with all reasonable costs of collection, including attorneys' fees, shall bear interest from and after the date such amounts are owed to the Village, until paid in full, at the rate of two percent (2%) per annum in excess of the Prime Rate (as hereinafter defined). (The "Prime Rate" shall be the prime or reference rate of interest announced as such from time to time by Bank of America, N.A. or its successor for short-term, uninsured loans to its most creditworthy borrowers.) The rights of the Village herein granted are for the Village's benefit but the Village shall be under no obligation to exercise the rights herein granted except as it shall determine to be in its best interest. No failure to exercise any right herein granted to the Village shall be construed as a waiver of that or any other rights.

d. Off-Site Improvements. In connection with the development of the Project, a full access curb cut and signalization on Willow Road, a right-in/right-out curb cut on Willow Road and Sanders Road and certain improvements to Willow Road and Sanders Road as generally identified on Exhibit J attached hereto (collectively, the "Off-Site Roadway Improvements") will be constructed. Developer shall work with the Illinois Department of Transportation ("IDOT") to finalize and obtain IDOT and/or the Illinois Tollway Authority (the "Tollway") approval for the construction of the Off-Site Roadway Improvements. The Village acknowledges that IDOT is seeking funding for a portion of the Off-Site Roadway Improvements and agrees to cooperate with the Developer, IDOT and any other governmental agency in connection with the same. Developer, at its sole cost and expense and, subject to receiving the necessary permits and approvals from the appropriate governmental agencies and passage of a Resolution by the Village (as defined below) confirming the Village's desire for Developer to construct the North Side Willow Road Sidewalk Improvements (as defined below), shall construct a sidewalk along north side of Willow Road from the west side of the southbound off-ramp to the east side of the new signalized intersection along Willow Road that will serve the Property (the "North Side Willow Road Sidewalk Improvements") in accordance with plans mutually acceptable to both Parties. Within ninety (90) days after the date of this Agreement, the Village's Board of Trustees shall hold all necessary public meetings to adopt a resolution (the "Resolution") confirming whether or not it requires Developer to construct the North Side Willow Road Sidewalk Improvements. The Resolution may be acted on by the Glenview Corporate Authorities without the requirement of an amendment to this Agreement provided that applicable requirements of the Village's Subdivision Code are satisfied. If the Resolution no longer requires Developer to construct the North Side Willow Road Sidewalk Improvements then (i) the Resolution shall grant Developer a waiver from the pertinent section of the Village's Subdivision Code otherwise requiring Developer to build the North Side Willow Road Sidewalk Improvements (a

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“Subdivision Code Waiver”); (ii) Developer shall be deemed to have satisfied the condition in the Plan Commission Recommendations concerning the North Side Willow Road Sidewalk Improvements; and (iii) in lieu of constructing the North Side Willow Road Sidewalk Improvement, Developer, at its sole cost and expense and subject to receiving the necessary permits and approvals from the appropriate governmental agencies, shall construct a sidewalk along the south side of Willow Road from the traffic light at Accenture Drive to the eastern edge of the BP gas station located at the southeast corner of Willow Road and Sanders Road (the “South Side Willow Road Sidewalk Improvements”) in accordance with plans mutually acceptable to both Parties. If within twelve (12) months after the date of this Agreement, Developer is unable to obtain the necessary governmental approvals to construct the North Side Willow Road Sidewalk Improvements after diligently pursuing the same then Developer, subject to receiving the necessary permits and approvals from the appropriate governmental agencies, shall, in lieu of constructing the North Side Willow Road Sidewalk Improvements, construct the South Side Willow Road Sidewalk Improvements and the Village shall hold all necessary public meetings to grant Developer a Subdivision Code Waiver in connection therewith. The Village shall cooperate with Developer, IDOT and the Tollway and execute all applications, permit requests and other documents which are or may be required for the construction and operation of the North Side Willow Road Sidewalk Improvements (or the South Side Willow Road Sidewalk Improvements, as the case may be) and the Off-Site Roadway Improvements for access to and from the Property. The Village shall cooperate with Developer and any other governmental agency (as the case may be) at no cost to the Village in obtaining any easements which may be reasonably required (including, if necessary, by use of eminent domain), and shall grant Developer access to all Village owned rights-of-way, to enable provision of roadway and pedestrian access serving the Property.

e. Recapture. If the Village desires that any roadway improvements which may be constructed on properties located to the north of the Property (individually, a “North Parcel” and collectively, the “North Parcels”; any roadway improvements constructed on a North Parcel are referred to herein as the “North Infrastructure Improvements”) connect to the On-Site Infrastructure Improvements thereby enabling a North Parcel to utilize or otherwise benefit from any portion of the On-Site Infrastructure Improvements and the Off-Site Roadway Improvements, the Village shall assess a fee (a “Recapture Fee”) upon such North Parcel that fairly and equitably apportions the costs of constructing the On-Site Infrastructure Improvements and the Off-Site Roadway Improvements (constructed by and/or paid for by Developer) to the third party owner of such North Parcel (a “North Parcel Owner”). The Recapture Fee due from such a North Parcel Owner shall be based on the North Parcel’s anticipated use of the On-Site Infrastructure Improvements and the Off-Site Roadway Improvements and its impact on the same. The Village shall remit any such fees to Developer as reimbursement for the funds expended in connection with Developer’s construction of the On-Site Infrastructure Improvements and the Off-Site Roadway Improvements. Prior to the construction of any North Infrastructure Improvements and connection of the same to the On-Site Infrastructure Improvements, the Village shall adopt a valid and binding ordinance authorizing recapture from the North Parcels and approving a recapture agreement in a form acceptable to the Village and Developer.

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f. Use of the On-Site Infrastructure Improvements and Off-Site Roadway Improvements by a North Parcel Owner. Prior to the construction of North Infrastructure Improvements and connection of the same to the On-Site Infrastructure Improvements, a North Parcel Owner and Developer shall enter into a reciprocal cross-access easement agreement which shall contain, among other things, (i) the right of Developer and a North Parcel Owner to pedestrian and vehicular cross-access rights over and across the On-Site Infrastructure Improvements and the North Infrastructure Improvements; (ii) a fair and equitable cost-sharing mechanism between Developer and a North Parcel Owner based on Developer's and North Parcel Owner's (as the case may be) projected use of the infrastructure improvements located on the other party's property as determined by a qualified traffic engineer utilizing the Institute of Transportation Engineers Trip Generation Manual, and (iii) customary insurance and indemnification language.

g. Relocated Water Main. The Parties acknowledge that the Tollway has requested that the existing water main (the "Water Main") which serves the Property and which is currently located within the Tollway's existing right-of-way located to the east of the Property be relocated to a strip of land that is no wider than fifteen feet (15') and located immediately west of the easterly property line of the Hotel Parcel (the "Easement Parcel"). Although the Easement Parcel will interfere with the development of the Hotel Parcel, Developer is willing to grant an easement to the Village in connection with the relocation, use and operation of such Water Main, subject to the Village and Developer entering into an easement agreement which shall provide for, among other things, the following: (i) the Village's right, at its sole cost and expense, to relocate the Water Main to the Easement Parcel and to operate and maintain the same; and (ii) the right of Developer to relocate the Water Main and the Easement Parcel to a location that is mutually acceptable to both Parties and which does not interfere with the development of the Hotel Parcel or any other portion of the Project.

8. Grading, Excavation and Preparation of the Property for Development. Developer shall have the right, at any time after the date hereof and prior to obtaining Village approval of final engineering for any portion of the Project, to undertake demolition of structures, excavation, preliminary grading and related site preparation work, filling and soil stockpiling on the Property in preparation for the development of the Property (or any portion thereof) on submittal of a grading plan and soil erosion and sedimentation control plan to the Village, which plans shall be reasonably satisfactory to the Village Engineer.

9. Model Homes for the Residential Parcel; Sales Office; Project Marketing Signage.

a. Developer shall have the right to construct one townhouse building that may contain up to six model dwelling units on the Property for purposes of marketing the different types of dwelling units intended to be sold to the public. Dwelling units constructed as models shall not be required to be located on recorded lots or to connect to sewer and water facilities until they are to be occupied as residences. Before any dwelling unit constructed as a model may be occupied as a residence, such dwelling unit shall be located on a recorded lot pursuant to the

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Final Residential Plat of Subdivision and shall be connected to the sewer and water facilities intended to be constructed as provided in Articles 4 and 5 above.

b. Developer shall have the right to locate and maintain sales and construction trailers and any portion of the Property in connection with its marketing activities and shall have the right to install temporary sewer and water facilities which have been approved by the Village (e.g., septic fields or holding tanks) and temporary telecommunication lines to serve such sales trailers. Any sales trailers, including associated temporary sewer and water facilities, shall promptly be removed at such time as Developer has ceased its marketing activities on the Property.

c. Each proposed user of a Parcel shall have the right to erect and maintain temporary marketing signage for the development on the Property along the east side of the Property facing I-294, along Willow Road and along Sanders Road. Each marketing sign may be double-sided and shall not exceed one-hundred (120) square feet. Temporary marketing signage for each Parcel shall be removed from the Property no later than two (2) years after the Village issues the first certificate of occupancy for such Parcel, unless otherwise agreed to by the Village,

10. **Building Permit** The Village shall act diligently to issue building permits upon receipt of an application for the same. If the application is denied, the Village shall provide Developer with a written statement specifying the reasons for denial of the application, including specifications of the requirements of ordinance or law which the application or supporting documents fail to meet, and the Village shall issue such building permits promptly upon Developer's compliance with those requirements. Developer may apply for and upon compliance with the requirements set forth in the Village's site development permit policy in effect as of the date hereof, the Village shall issue footing and foundation permits for any building once temporary emergency access (i.e., a gravel road) is complete for such building and the Village shall issue the balance of a building permit for the applicable building once water for fire protection is available within one-hundred fifty feet (150') of the applicable building to be constructed (which fire protection water supply may be achieved through the use of temporary facilities reasonably approved by the Village) and, subject to the foregoing, such footing, foundation and building permits shall be issued prior to the availability of storm sewer, sanitary sewer, other potable water and roadway access service to such portion of the Property; provided, however, that, notwithstanding the foregoing, no certificates of occupancy shall be issued for such portions of the Property until the availability of such utilities and roadway access is demonstrated.

11. **Certificates of Occupancy.**

a. The Village shall use commercially reasonable efforts to issue certificates of occupancy (final or temporary, as the case may be) to Developer after application therefor, or issue a letter of denial informing Developer specifically as to what corrections are necessary as a condition to the issuance of a certificate of occupancy (final or temporary, as the case may be)

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and quoting the section of any applicable code, ordinance or regulation relied upon by the Village in its request for correction.

b. At Developer's request and in accordance with the terms herein, the Village shall issue certificates of occupancy (final or temporary, as the case may be) for buildings under construction provided that the portion of the building proposed to be occupied is substantially completed and that the construction of the entire structure has progressed to the point that the Village has determined, using reasonable judgment, that the persons using the portions of such buildings for which the certificate is to be issued will not be endangered by construction in progress in other areas of the building and that the building is safe for such limited occupancy.

c. The Village shall grant, on Developer's request, temporary certificates of occupancy to permit Developer to install equipment and to stock inventory and otherwise prepare the applicable building for the operation of business. Temporary certificates of occupancy for any portion of the Project shall be issued and shall not be delayed, denied or terminated in the event (i) an adverse weather conditions prevent construction of final surface courses on private drives or other private improvements; (ii) driveways, service walks, sidewalks, landscaping, final roadway surfaces and final grading have not been installed and/or completed; and/or (iii) the Off-Site Roadway Improvements have not been completed but Developer has constructed or is in the process of constructing and is diligently pursuing completion of those portions of the Off-Site Roadway Improvements that are Developer's responsibility.

d. With respect to the Residential Parcel and a request for a final certificate of occupancy for a particular dwelling unit of a residential building (a "Final Unit"), prior to the issuance of a final certificate of occupancy for a Final Unit, Developer shall not be required to (i) install landscaping for a Final Unit other than for the landscaping immediately surrounding and adjacent to the residential building in which such Final Unit is located; (ii) construct improvements for any other portion of the Residential Parcel or the Project other than for that Final Unit; or (iii) construct sidewalk improvements which serve a dwelling unit other than that Final Unit or connect the sidewalk improvements which serve that Final Unit to any other portion of the Residential Parcel or the Project.

12. Fees, Contributions, Donations and Recaptures.

a. Pursuant to the Willow Road Corridor Agreement, the Village hereby represents and warrants to Developer that an annexation fee in the amount of \$3.00 per each square feet of gross floor area being constructed shall be due from Developer on a pro-rata basis at the time each building permit is issued for improvements to be constructed on a particular Parcel.

b. In connection with the development of the Residential Parcel, Developer shall be required to make a cash contribution, respectively and severally, to the Glenview Park District (the "Park District") and School Districts 31 and 225 ("School District") in lieu of a land dedication (an "In-Lieu Cash Contribution") as detailed in the Village's Subdivision Code in effect as of the date hereof and in an amount mutually acceptable to Developer and the Park

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District and the School District. If Developer and, respectively, the Park District and the School District have not agreed to the amount of the In-lieu Cash Contribution at the time the Village is prepared to issue a building permit for applicable improvements to be constructed on the Residential Parcel (a "Residential Building Permit") then, prior to the issuance of such a building permit, Developer shall be required to make an In-Lieu Cash Contribution in the amount set forth in the Village's Subdivision Code in effect as of the date hereof (a "Subdivision Code In-Lieu Contribution") and in proportion to the Subdivision Code In-Lieu Contribution that is attributable to the dwelling unit to be built by a Residential Building Permit. A Subdivision Code In-Lieu Contribution shall be paid to the Village at the time a Residential Building Permit is issued. The Village shall hold the Subdivision Code In-Lieu Contribution in trust in an interest bearing account (with such interest being paid to Developer) and shall not use the same until such time that Developer and, respectively, the Park District and the School District have reached an agreement as to the amount of the In-Lieu Cash Contribution. Upon confirmation that Developer and, respectively, the School District and the Park District have agreed to the amount of the In-Lieu Cash Contribution, the Village shall promptly return the Subdivision Code In-lieu Contribution to Developer and Developer shall be required to pay the In-Lieu Cash Contribution in accordance with the terms of this Agreement.

In the event the Developer and, respectively, the Park District and the School District have not reached an agreement as to the amount of the In-Lieu Cash Contribution by the date that is two (2) years from the date that the first Residential Permit is issued for the Residential Parcel, then the In-lieu Cash Contribution owed by Developer shall equal the amount of the Subdivision Code In-Lieu Contribution that is attributable for each Residential Building Permit that has been issued for the Residential Parcel. In such event, the Village shall return any funds deposited by Developer pursuant to this Section 12.b and held in trust by the Village, and Developer shall promptly pay such amounts to the Park District and the School District to satisfy its obligations under this section to make an In-Lieu Cash Contribution.

c. The Village hereby represents and warrants to Developer that, except as set forth in Sections 12a and 12b above (i) no cash or land contributions or impact fees shall be imposed upon Developer or upon the development and use of the Property during the Term of this Agreement; (ii) no donations or other charges or fees of any type or description shall be imposed upon Developer or upon the development and use of the Property during the Term of this Agreement, except as specifically provided in this Agreement or mandated by state or federal law; and (iii) the Property is not subject to any recapture agreements or ordinances. Developer shall pay to the Village all generally applicable building permit fees, plan review fees, inspection fees and similar fees required in connection with its development of the Property at the times set forth in applicable Village ordinances in effect as of the date hereof.

13. Codes and Ordinances.

a. To the extent of any conflict, ambiguity or inconsistency between, on the one hand, the terms, provisions or standards contained in this Agreement, the Approvals Ordinance and the Final Approvals, on the other hand, the terms, provisions or standards, either presently existing or hereafter adopted or amended, of the Zoning Ordinance, the Subdivision Ordinance

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or any other Village code, ordinance or regulation, the terms, provisions and standards of this Agreement, the Approvals Ordinance and the Final Approvals shall in all cases govern and control. Notwithstanding the foregoing, if any Village code, ordinance or regulation of general applicability is hereafter adopted or amended so as to be less restrictive upon Developer with respect to the development of the Property than is currently the case, then, at the option of Developer, such less restrictive regulation or amendment shall control and become applicable to the use and development of the Property as set forth herein and in the Approvals Ordinance without the requirement of an amendment to this Agreement or to the Approvals Ordinance.

b. All codes, ordinances, rules and regulations of the Village in effect as of the date hereof shall continue in effect in their current form insofar as they relate to the use and development of the Property during the entire term of this Agreement or as may otherwise be agreed to by Developer in writing and except to the extent of amendments mandated by state or federal requirements. All codes, ordinances, rules and regulations of the Village in effect as of the date hereof which relate to building, housing, plumbing, electrical and related restrictions affecting development of the Property shall continue in effect in their current form and amount insofar as they relate to the development of the Property during the entire Term of this Agreement.

14. **Sharing of Certain Taxes.** Pursuant to the Willow Road Corridor Agreement, the Village and Northbrook have agreed to share sales taxes, real estate taxes, hotel/motel taxes and utility taxes generated by the Property. In connection with the foregoing, Developer shall use commercially reasonable efforts to cooperate with the Village to help facilitate the sharing of the aforementioned taxes, including, using commercially reasonable efforts to cause any tenant or user of the Property that is required to pay sales tax: (i) to file a separate IDOR Form ST-1 and ST-2 (or any successor reporting form) with the Illinois Department of Revenue ("Department") to separately identify the sales taxes that result from retail sales on the Property; and (ii) to the extent available, supply or cause to be promptly supplied to the Village copies of its State of Illinois Sales Tax returns filed with the Department promptly after filing thereof.

15. **Mutual Assistance.** The Parties shall do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms and objectives of this Agreement and the intentions of the Parties as reflected by said terms, including, without limitation, the giving of such notices, the holding of such public hearings, the enactment by the Village of such resolutions and ordinances and the taking of such other actions as may be necessary to enable the Parties' compliance with the terms and provisions of this Agreement and as may be necessary to give effect to the terms and objectives of this Agreement and the intentions of the Parties as reflected by said terms. In furtherance of the foregoing and as described in Section 3.a(4) above, the Village within a reasonable time after Developer's submittal of the required regulatory application materials, shall hold all necessary public hearings and shall take all such actions as are required to rezone the Unincorporated Parcel from the P-1 Public Lands District to the I-2 Light Industrial District. No Party shall challenge the validity of this Agreement or the ordinances adopted pursuant hereto.

16. **Remedies.**

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a. Upon a breach of this Agreement, any of the Parties, in any court of competent jurisdiction, by an action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained, may be awarded damages for failure of performance, or both. No action taken by any Party pursuant to the provisions of this Section 16 or pursuant to the provisions of any other Article of this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any Party at law or in equity.

b. In the event of a breach of this Agreement, the Party alleged to be in breach shall have thirty (30) days after written notice of said breach to correct the same prior to the non-breaching Party's seeking of any remedy provided for herein (provided, however, that said thirty (30)-day period shall either be extended by agreement of the Parties or, if the defaulting party has initiated the cure of said default and is diligently proceeding to cure the same, said thirty (30)-day period shall automatically be extended). In the event the Village is in default of its obligations under Sections 10 and 11, Developer may immediately seek available remedies in connection with the issuance of building permits and certificates of occupancy.

c. If any of the Parties shall fail to perform any of its obligations hereunder, and the Party affected by such default shall have given written notice of such default to the defaulting Party, and, such defaulting Party shall have failed to cure such default within thirty (30) days of such default notice (provided, however, that said thirty (30)-day period shall be extended if the defaulting Party has initiated the cure of said default and is diligently proceeding to cure the same and which period shall not apply to the time frames set forth in Sections 10 and 11 as set forth above), then, in addition to any and all other remedies that may be available, either at law or in equity, the Party affected by such default shall have the right (but not the obligation) to take such action as in its reasonable discretion and judgment shall be necessary to cure such default. In such event, the defaulting Party hereby agrees to pay and reimburse the Party affected by such default for all reasonable costs and expenses (including attorneys' fees and litigation expenses) incurred by it in connection with any action taken to cure such default.

d. The failure of the Parties to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

e. If the performance of any covenant to be performed hereunder by any Party is delayed as a result of circumstances which are beyond the reasonable control of such Party (which circumstances may include acts of God, war, acts of civil disobedience, strikes or similar acts) the time for such performance shall be extended by the amount of time of such delay. The Party claiming delay of performance as a result of any of the foregoing "force majeure" events shall deliver written notice of the commencement of any such delay resulting from such force majeure along with an estimate of the duration of such delay event not later than twenty-one (21) days after the claiming Party becomes aware of the same.

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f. In the event legal action or other proceeding is brought for enforcement of this Agreement or with respect to an alleged breach, default or misrepresentation, the successful or prevailing Party shall be entitled to recover from the non-prevailing Party its reasonable attorneys' fees and related costs (including any fees and costs incident to appeals) in addition to any other relief hereunder to which such Party may be entitled.

g. This Agreement shall be enforceable in any court of competent jurisdiction by either of the Village or Developer, or by any successor or successors in title or interest or by the assigns of the Parties. The parties agree that any such action must be brought in the Circuit Court of Cook County, Illinois, and that Illinois law will apply thereto.

17. **Term.** This Agreement shall be binding upon the Parties and their respective successors and assigns for twenty (20) years, commencing as of the date hereof, and for such further term as hereafter may be authorized by state statute. If any of the terms of this Agreement or the annexation or zoning of the Property is challenged in any court proceeding, then, to the extent permitted by law, the period of time during which such litigation is pending shall not be included in calculating said twenty (20)-year period. The expiration of the Term of this Agreement shall not affect the continuing validity of the zoning of the Property, any ordinance enacted by the Village pursuant to this Agreement or any agreement separately entered into by the Parties pursuant to this Agreement.

18. **Miscellaneous.**

a. **Amendments.** This Agreement may be amended only by the mutual consent of the Parties, by adoption of an ordinance by the Village approving said amendment as provided by law, and by the execution of said amendment by the Parties or their successors in interest. Notwithstanding the foregoing, where the subject matter of an amendment to this Agreement relates to a portion of the Property only, such amendment need be executed only by the Village and by the then-owner(s) of such portion of the Property and need not be executed by the owners of the unrelated portions of the Property; provided, however, that any amendment to this Agreement shall require the written consent and joinder of Developer, whether or not Developer is then the owner of the affected portion of the Property, for so long as Developer has or retains an interest in any portion of the Property. Further, the Approvals Ordinance and the documents referenced therein shall not be revoked, amended or modified during the Term hereof without the consent of both the Village and Developer. Where the subject of a proposed amendment or change to the Approvals Ordinance relates to a portion of the Property only, the petition or application for such amendment need be executed only by the then-owner(s) of the applicable portion of the Property and need not be executed by the owners of the unrelated portions of the Property; provided, however, that any petition or application for an amendment or change to the Approvals Ordinance shall in all cases require the written consent and joinder of Developer, whether or not Developer is then the owner of the affected portion of the Property, for so long as Developer has or retains an interest in any portion of the Property. Amendments to the Approvals Ordinance affecting the Property (or any designated portion thereof) and any modifications or changes to the information contained in the exhibits attached to this Agreement

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sought by Developer may be considered and acted on by the Glenview Corporate Authorities without the requirement of an amendment to this Agreement provided that applicable requirements of the Zoning Ordinance are satisfied and that the Glenview Corporate Authorities vote to grant the requested amendment in the lawful exercise of their legislative discretion.

b. **Severability**. If any provision, covenant, agreement or portion of this Agreement or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this Agreement, and to that end, all provisions, covenants, agreements and portions of this Agreement are declared to be severable. If for any reason the annexation or zoning of the Property is ruled invalid, in whole or in part, the Glenview Corporate Authorities, as soon as possible, shall take such actions (including the holding of such public hearings and the adoption of such ordinances and resolutions) as may be necessary to give effect to the spirit and intent of this Agreement and the objectives of the Parties, as disclosed by this Agreement.

c. **Entire Agreement**. This Agreement sets forth all agreements, understandings and covenants between and among the Parties relative to the matters herein contained. This Agreement supersedes all prior agreements, negotiations and understandings, written and oral, relative to the matters herein contained and shall be deemed a full integration of the entire agreement of the Parties.

d. **Liability and Indemnity of Village**.

i. Developer acknowledges and agrees that the Village is not, and shall not be, in any way liable for any damages or injuries that may be sustained as the result of the Village's review and approval of any plans for the Property or any improvements thereon, or the issuance of any approvals, permits, certificates, or acceptances, for the development or use of the Property or any improvements thereon, and that the Village's review and approval of any such plans and any improvements and issuance of any such approvals, permits, certificates, or acceptances does not, and shall not, in any way, be deemed to insure Developer, or any of its heirs, successors, assigns, tenants, and licensees, or any third party, against damage or injury of any kind at any time.

ii. Developer acknowledges and agrees that all notices, meetings, and hearings have been properly given and held by the Village with respect to the approval of this Agreement and agrees not to challenge such approval on the grounds of any procedural infirmity or of any denial of any procedural right.

iii. Developer agrees to, and does hereby, hold harmless and indemnify the Village, the Glenview Corporate Authorities, the Plan Commission and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all third-party claims that may be asserted at any time against any of such parties in connection with (i) the Village's review and approval of any plans for the Property or any improvements thereon; (ii) the issuance of any approval, permit, certificate or acceptance for the Property or any improvements thereon; (iii) the

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development, construction, maintenance or use of any portion of the Property or any improvements thereon; and (iv) the zoning of the Property; provided however, the foregoing indemnification shall not apply to the acts or omissions of the Village. Developer shall, and does hereby agree to, pay all expenses, including legal fees and administrative expenses, incurred by the Village in defending itself with regard to any and all of the claims referenced in this subsection.

e. **Survival.** The provisions contained herein shall survive the annexation of the Property and shall not be merged or expunged by the annexation of the Property to the Village.

f. **No Obligation to Undertake Development.** Nothing contained in this Agreement shall be deemed or construed as the obligation of Developer to proceed with the development of the Property and construction of the Project. Rather, the rights and obligation of Developer stated herein shall be deemed the standards for performance provided Developer proceeds with the development of the Property (or applicable phase thereof).

g. **Successors and Assigns.** This Agreement and the rights and obligations of each Party contained herein shall inure to the benefit of and shall be binding upon, respectively, Developer and its respective successors, grantees, lessees, transferees and assigns, and upon successor Glenview Corporate Authorities of the Village and successor municipalities, and shall constitute a covenant running with the land; provided, however, that any rights specifically reserved herein to Developer, including but not limited to those set forth in Section 7e, shall not inure to the benefit of its successors and assigns unless specifically assigned in a written instrument or conveyed by operation of law. This Agreement may be assigned by Developer without Village approval and, upon said assignment and acceptance by an assignee, the assignor shall have no further obligations hereunder and the assignee shall only be bound to the terms and provisions relating to the Parcel acquired by the assignee. If all or any portion of the Property is sold, and subject to Developer's reservation of rights above, the seller thereof shall be deemed to have assigned to the purchaser thereof, and such purchaser shall be deemed to have assumed, any and all rights and obligations such seller may have under this Agreement which affect the portion of the Property sold or conveyed, and thereafter such seller shall have no further rights or obligations under this Agreement as it relates to the portion of the Property conveyed unless and to the extent expressly reserved by such seller.

h. **Notices.** Any notice to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be (i) delivered personally, with a receipt requested therefor; or (ii) sent by telecopy facsimile; or (iii) sent by a recognized overnight courier service; or (iv) delivered by United States registered or certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the Parties at their respective addresses set forth below, and the same shall be effective (a) upon receipt or refusal if delivered personally or by telecopy facsimile; (b) one (1) business day after depositing with such an overnight courier service or (c) two (2) business days after deposit in the mails, if mailed. A Party may change its address for receipt of notices by service of a notice of such change in accordance herewith. All notices by telecopy facsimile shall be subsequently confirmed by U.S. certified or registered mail.

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If to Village:

Village of Glenview
 1225 Waukegan Road
 Glenview, Illinois 60025
 Attention: Village President
 Fax No. (847) 724-1518

with a copy to:

Eric G. Patt
 Robbins, Salomon and Patt, Ltd.
 2222 Chestnut Avenue
 Suite 101
 Glenview, Illinois 60026-16
 Fax No. (847) 729-7390

If to Developer:

c/o GlenStar Properties LLC
 55 East Monroe, Suite 3250
 Chicago, Illinois 60603
 Attention: Michael Klein
 Fax No. (312) 424-8365

with a copy to:

David L. Reifman
 Gregg Graines
 DLA Piper US LLP
 203 North LaSalle Street
 Chicago, Illinois 60601
 Fax No. (312) 236-7516

with a copy to:

The Prudential Insurance Company of America
 c/o Prudential Real Estate Investors
 8 Campus Drive, 4th Floor
 Arbor Circle South
 Parsippany, New Jersey 07054-4493
 Attention: Darin Bright
 Fax No. (973) 683-1795

with a copy to:

The Prudential Insurance Company of America
 c/o Prudential Real Estate Investors
 8 Campus Drive, 4th Floor
 Arbor Circle South
 Parsippany, New Jersey 07054-4493
 Attention: Gregory Shanklin, Esq.
 Fax No. (973) 683-1788

i. **Time of Essence.** Time is of the essence of this Agreement and of each and every provision hereof.

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- j. **Exhibits.** All exhibits attached hereto are declared to be a part of this Agreement and incorporated herein by this reference.
- k. **Conflicts and Inconsistencies.** To the extent of any conflict, ambiguity or inconsistency between (i) the terms of this Agreement and the Village's Municipal Code, this Agreement shall govern and control in all instance; (ii) the zoning and subdivision relief identified on Exhibit E-4 and the improvements identified in the Final Approvals, the Final Approvals shall be the governing and controlling document, and the Glenview Corporate Authorities shall be deemed to have granted such further zoning and subdivision relief as is necessary to construct the applicable portion of the Project in accordance with the Final Approvals. In the event minor modifications to the plans became necessary, the Village's Director of Development, with the Developer's input, shall be authorized to implement such minor modifications without an amendment to the Approvals Ordinance.
- l. **Interpretation.** This Agreement has been jointly negotiated by the Parties and shall not be construed against a Party because that Party may have primarily assumed responsibility for the drafting of this Agreement.
- m. **Business Day.** For purposes of this Agreement, a "business day", "working day" or similar term shall mean a day when the Village Hall and the Village departments conduct regular administrative operations.
- n. **Approval.** Unless otherwise expressly set forth herein to the contrary, wherever any approval or consent of a Party is called for under this Agreement, the same shall not be unreasonably withheld, qualified or delayed.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written and, by so executing, each of the Parties warrants that it possesses full right and authority to enter into this Agreement.

VILLAGE:

VILLAGE OF GLENVIEW,
an Illinois municipal corporation

By: *Berry D. Cummings*
Village President

ATTEST:

Todd Hely
Village Clerk

DEVELOPER:

PR II Willow Sanders Road JV, LLC

By: GlenStar Willow/Sanders Road,
LLC, its Member

By: GlenStar Partners, LLC
its Manager

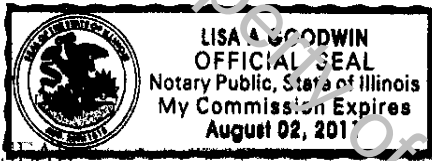
By: *Michael Klein*
Michael Klein, Manager

Attest: *MACL*
Its: _____

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me on Nov 7, 2008 by Kerry Cummings, the Village President of the VILLAGE OF GLENVIEW, an Illinois home rule municipal corporation, and by TODD HILEMAN, the Village Clerk of said municipal corporation.



Lisa A. Goodwin
Signature of Notary

My Commission expires: 8-2-11

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me on 15th day of October, 2008 by Michael Klein, the Manager of , GlenStar Partners, LLC, a Illinois limited liability company.



MA C. A.
Signature of Notary

SEAL
My Commission expires: _____

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LIST OF EXHIBITS

1. **Exhibit A-1** – Legal Description of the Property
2. **Exhibit A-2** – Legal Description of the Incorporated Parcel
3. **Exhibit A-3** – Legal Description of the Unincorporated Parcel
4. **Exhibit B** – Depiction and Zoning of Parcels
5. **Exhibit C** – Intentionally Deleted
6. **Exhibit D** – Intentionally Omitted
7. **Exhibit E-1** – Residential Site Plan
8. **Exhibit E-2** – Preliminary Residential Landscape Plan
9. **Exhibit E-3** – Preliminary Residential Building Elevations
10. **Exhibit E-4** – Zoning and Subdivision Relief for the Project
11. **Exhibit F-1** – Hotel Site Plan
12. **Exhibit F-2** – Preliminary Hotel Landscape Plan
13. **Exhibit F-3** – Preliminary Hotel Building Elevations
14. **Exhibit G-1** – Retail Site Plan
15. **Exhibit G-2** – Preliminary Retail Landscape Plan
16. **Exhibit G-3** – Preliminary Signage Plan
17. **Exhibit H** – Intentionally Deleted
18. **Exhibit I-1** – Street System Plans
19. **Exhibit I-2** – Sidewalk Plans
20. **Exhibit I-3** – General Utility Plans
21. **Exhibit J** – Off-Site Roadway Improvements

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Exhibit A-1

Legal Description of the Property

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 18, THE NORTHEAST 1/4 OF SECTION 19 AND THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 445.50 FEET SOUTH AND 6.2 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION 20; THENCE NORTHWESTERLY 1,278.28 FEET ALONG AN ARC TO THE LEFT (RADIUS 2,739.93 FEET) TO A POINT; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 18, A DISTANCE OF 1,359.11 FEET TO A POINT; THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 230.88 FEET, MORE OR LESS, TO A POINT ON A LINE WHICH IS 549 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 18; THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 254.00 FEET, MORE OR LESS, TO A POINT OF INTERSECTION WITH A LINE DRAWN PERPENDICULAR TO THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 18, AND WHICH RUNS THROUGH A POINT WHICH IS 602.99 FEET EAST OF THE CENTER LINE OF SANDERS ROAD, AS MEASURED ALONG A LINE 313 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 18; THENCE SOUTH ALONG SAID PERPENDICULAR LINE, A DISTANCE OF 236.00 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 18, A DISTANCE OF 602.99 FEET TO A POINT IN THE CENTER LINE OF SANDERS ROAD; THENCE SOUTHEASTERLY ALONG THE CENTER LINE OF SANDERS ROAD, A DISTANCE OF 315.57 FEET, MORE OR LESS, TO A POINT ON THE SOUTH LINE OF THE SAID SOUTHEAST 1/4 OF SECTION 18, SAID POINT BEING 449.20 FEET EAST OF THE SOUTH QUARTER CORNER OF SAID SECTION 18; THENCE SOUTH ALONG THE CENTER LINE OF SANDERS ROAD, A DISTANCE OF 5.84 FEET, MORE OR LESS, TO A POINT ON THE TANGENTIAL EXTENSION OF THE NORTHERLY LINE OF WILLOW ROAD; THENCE EAST ALONG SAID TANGENT LINE, A DISTANCE OF 34.91 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ALONG SAID NORTHERLY LINE OF WILLOW ROAD, BEING THE ARC OF A CIRCLE HAVING A RADIUS OF 2,342.01 FEET, AND CONVEX NORTHEASTERLY, TO A POINT WHICH IS 300.87 FEET NORTHWESTERLY OF THE POINT OF INTERSECTION OF THE SAID NORTHERLY LINE OF WILLOW ROAD WITH THE SOUTH LINE OF THE NORTH 445.50 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 19; THENCE SOUTHEASTERLY ALONG THE NORTH LINE OF SAID WILLOW ROAD, THE SAID DISTANCE OF 300.87 FEET; THENCE EAST ALONG THE SOUTH LINE OF THE NORTH 445.50 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 19 AND OF THE NORTHWEST 1/4 OF SAID SECTION 20, A DISTANCE OF 796.50 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXCEPTING THEREFROM THE FOLLOWING FIVE PARCELS (EXCEPTION PARCELS A THROUGH E) OF LAND:

A-1 - 1

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UNOFFICIAL COPY**EXCEPTION PARCEL A:**

EXCEPT THAT PART THEREOF CONVEYED BY QUIT CLAIM DEED RECORDED APRIL 21, 1971 AS DOCUMENT NO. 21446048, AS CORRECTED BY QUIT CLAIM DEED RECORDED APRIL 4, 1978 AS DOCUMENT NO. 24388593, TO THE COUNTY OF COOK, DESCRIBED AS THAT PART OF THE SOUTHEAST 1/4 OF SECTION 18 AND THAT PART OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF 100 FOOT SANDERS ROAD WITH THE NORTHERLY LINE OF 100 FOOT WILLOW ROAD; THENCE EASTERLY ALONG SAID NORTHERLY LINE, 15 FEET; THENCE NORTHWESTERLY TO THE EASTERLY LINE OF SANDERS ROAD, AFORESAID, 15 FEET NORTHERLY OF THE POINT OF BEGINNING; THENCE SOUTHERLY, ON SAID EASTERLY LINE, 15 FEET TO THE POINT OF BEGINNING.

EXCEPTION PARCEL B:

AND EXCEPT THAT PART THEREOF CONVEYED BY QUIT CLAIM DEED RECORDED OCTOBER 8, 1970 AS DOCUMENT NO. 21302611 TO THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, DESCRIBED AS THAT PART OF LOT 1 IN ASSESSOR'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHERLY OF THE NORTH LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY RIGHT OF WAY AT WILLOW ROAD AND SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT 1, 183.14 FEET EAST OF THE CENTERLINE OF WILLOW ROAD; THENCE NORTHWESTERLY ON A LINE FORMING AN ANGLE OF 161 DEGREES 18 MINUTES TO THE LEFT OF THE SAID SOUTH LINE EXTENDED FOR A DISTANCE OF 191.62 FEET TO A POINT ON THE (THEN) EXISTING NORTH RIGHT OF WAY LINE OF SAID NORTHERN ILLINOIS TOLL HIGHWAY.

EXCEPTION PARCEL C:

AND EXCEPT THAT PART THEREOF CONVEYED BY QUIT CLAIM DEED RECORDED OCTOBER 18, 1969 AS DOCUMENT NO. 20649654 TO THE COUNTY OF COOK DESCRIBED AS THAT PART OF THE SOUTHEAST 1/4 OF SECTION 18 AND THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAID SECTION 18 WITH THE CENTERLINE OF 66 FOOT SANDERS ROAD; THENCE NORTHWESTERLY ON SAID CENTERLINE TO ITS INTERSECTION WITH A LINE 313 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SECTION 18, AFORESAID; THENCE EAST ON SAID PARALLEL LINE TO ITS INTERSECTION WITH A LINE 50 FEET NORTHEASTERLY OF AND PARALLEL WITH THE CENTERLINE OF SANDERS ROAD AFORESAID; THENCE SOUTHEASTERLY ON SAID 50 FOOT PARALLEL LINE TO THE NORTHERLY LINE OF 100 FOOT WILLOW ROAD IN SECTION 19, AFORESAID (AS DEDICATED BY DOCUMENT NUMBER 11248487 RECORDED JUNE 16, 1933); THENCE NORTHWESTERLY TO THE POINT OF BEGINNING.

UNOFFICIAL COPY**EXCEPTION PARCEL D:**

AND EXCEPT THOSE PARTS THEREOF CONVEYED BY WARRANTY DEED RECORDED DECEMBER 22, 1987 AS DOCUMENT NO. 87669532 TO THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY), DESCRIBED AS FOLLOWS:

(PARCEL A):

THAT PART OF LOT 1 IN ASSESSOR'S DIVISION OF THE NORTH 1/2 OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 30, 1861 AS DOCUMENT 46577, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF WILLOW ROAD WITH THE SOUTH LINE OF LOT 1; THENCE EASTERLY ALONG SAID SOUTH LINE, A DISTANCE OF 183.14 FEET TO A POINT ON THE NORTHEASTERLY LINE OF THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, AS CONVEYED BY DOCUMENT 21302611 FOR A POINT OF BEGINNING; THENCE CONTINUING EASTERLY ALONG SAID SOUTH LINE, A DISTANCE OF 43.48 FEET; THENCE NORTHWESTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 167 DEGREES 29 MINUTES 26 SECONDS TO THE LEFT OF THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 129.27 FEET TO THE INTERSECTION OF A LINE 28.00 FEET NORTHERLY FROM AND PARALLEL WITH SAID SOUTH LINE (BEING THE NORTH LINE OF A PERMANENT DRAINAGE EASEMENT GRANTED TO THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY BY DOCUMENT 21302612) WITH THE AFORESAID NORTHEASTERLY LINE OF SAID AUTHORITY; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE WHICH FORMS AN ANGLE OF 173 DEGREES 48 MINUTES 34 SECONDS TO THE LEFT OF THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 87.33 FEET TO POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

(PARCEL B):

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 18, THE NORTHEAST 1/4 OF SECTION 19 AND THE NORTHWEST 1/4 OF SECTION 20, ALL IN TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTH 445.50 FEET OF THE NORTHEAST 1/4 OF SECTION 19; THENCE WESTERLY ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 143.84 FEET; THENCE NORTHEASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 124 DEGREES 47 MINUTES 07 SECONDS TO THE RIGHT OF THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 140.16 FEET; THENCE NORTHERLY ALONG A LINE WHICH FORMS AN ANGLE OF 25 DEGREES 16 MINUTES 11 SECONDS TO THE LEFT OF THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 190.41 FEET; THENCE NORTHERLY ALONG A LINE WHICH FORMS AN ANGLE OF 15 DEGREES 09 SECONDS 32 MINUTES TO THE LEFT OF THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 95.33 FEET; THENCE NORTHERLY ALONG A LINE WHICH FORMS AN ANGLE OF 3 DEGREES 07 MINUTES 56 SECONDS TO THE LEFT OF THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 195.91 FEET TO A POINT ON THE WESTERLY LINE OF THE ILLINOIS TRI-STATE TOLLWAY; THENCE SOUTHERLY 597.68 FEET ALONG

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SAID WESTERLY LINE ON AN ARC TO THE RIGHT HAVING A RADIUS OF 2,739.79 FEET AND BEING SUBTENDED BY A CHORD WHICH FORMS AN ANGLE OF 178 DEGREES 43 MINUTES 28 SECONDS TO THE LEFT OF THE LAST DESCRIBED COURSE EXTENDED AND HAS A LENGTH OF 596.50 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 445.50 FEET OF THE NORTHWEST 1/4 OF SECTION 20; THENCE WESTERLY ALONG SAID SOUTH LINE WHICH FORMS AN ANGLE OF 97 DEGREES 33 MINUTES 34 SECONDS TO THE RIGHT OF THE CHORD OF THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 6.20 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXCEPTION PARCEL E:

AND EXCEPT THAT PART THEREOF CONVEYED BY WARRANTY DEED RECORDED APRIL 18, 2002 AS DOCUMENT NO. 002044817 TO THE PEOPLE OF THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION, DESCRIBED AS THAT PART OF THE SOUTHEAST 1/4 OF SECTION 18 AND THAT PART OF THE NORTHEAST 1/4 OF SECTION 19, ALL IN TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
 BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF THE SOUTH 313.00 FEET OF THE SOUTHEAST 1/4 OF SAID SECTION 18 WITH THE EASTERLY RIGHT OF WAY LINE OF SANDERS ROAD RECORDED OCTOBER 18, 1968 AS DOCUMENT NO. 20649654; THENCE ON AN ASSUMED BEARING OF NORTH 89 DEGREES 50 MINUTES 48 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTH 313.00 FEET OF THE SOUTHEAST 1/4 OF SAID SECTION 18 A DISTANCE OF 24.40 FEET; THENCE SOUTH 7 DEGREES 19 MINUTES 29 SECONDS EAST, 195.77 FEET; THENCE SOUTH 45 DEGREES 16 MINUTES 16 SECONDS EAST, 80.23 FEET; THENCE SOUTHEASTERLY 392.89 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 2596.12 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 81 DEGREES 13 MINUTES 43 SECONDS EAST, 392.52 FEET; THENCE SOUTH 67 DEGREES 25 MINUTES 02 SECONDS EAST, 260.35 FEET; THENCE SOUTHEASTERLY 446.38 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 2566.12 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 66 DEGREES 09 MINUTES 35 SECONDS EAST, 445.82 FEET; THENCE SOUTH 61 DEGREES 10 MINUTES 34 SECONDS EAST, 29.05 FEET; THENCE SOUTH 62 DEGREES 15 MINUTES 46 SECONDS EAST, A DISTANCE OF 283.05 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE TRI-STATE TOLLWAY; THENCE NORTH 77 DEGREES 38 MINUTES 40 SECONDS WEST ALONG THE NORTHERLY RIGHT OF WAY LINE OF THE TRI-STATE TOLLWAY, A DISTANCE OF 24.88 FEET TO AN ANGLE POINT ON SAID NORTHERLY RIGHT OF WAY LINE; THENCE NORTH 71 DEGREES 27 MINUTES 15 SECONDS WEST ALONG THE NORTHERLY RIGHT OF WAY LINE OF THE TRI-STATE TOLLWAY RECORDED OCTOBER 28, 1970 AS DOCUMENT NO. 21302611, A DISTANCE OF 104.29 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF THE TRI-STATE TOLLWAY ACCORDING TO CONDEMNATION CASE NO. 56 S 11399 FILED DECEMBER 14, 1956; THENCE NORTH 63 DEGREES 45 MINUTES 16 SECONDS WEST ALONG THE SAID NORTHERLY RIGHT OF WAY LINE OF THE TRI-STATE TOLLWAY, A DISTANCE OF 99.41 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF WILLOW ROAD

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RECORDED JUNE 16, 1933 AS DOCUMENT NO. 11248487; THENCE NORTH 61 DEGREES 08 MINUTES 50 SECONDS WEST ALONG THE SAID NORTHERLY RIGHT OF WAY LINE OF WILLOW ROAD, A DISTANCE OF 83.21 FEET; THENCE NORTHWESTERLY 1133.04 FEET ALONG THE SAID NORTHERLY RIGHT OF WAY LINE OF WILLOW ROAD ON A CURVE TO THE LEFT HAVING A RADIUS OF 2342.01 FEET, THE CHORD OF SAID CURVE BEARS NORTH 75 DEGREES 00 MINUTES 24 SECONDS WEST, 1122.03 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF SANDERS ROAD RECORDED OCTOBER 18, 1968 AS DOCUMENT NO. 20649654 EXTENDED SOUTHERLY; THENCE NORTH 7 DEGREES 27 MINUTES 17 SECONDS WEST ALONG THE SAID SOUTHERLY EXTENSION AND THE EASTERLY RIGHT OF WAY LINE OF SANDERS ROAD AS DOCUMENT NO. 20649654, A DISTANCE OF 321.96 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

THE FOLLOWING PREMISES, BEING THOSE CONVEYED BY DEED FROM THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY TO CULLIGAN INTERNATIONAL CORPORATION RECORDED DECEMBER 22, 1987 AS DOCUMENT NO. 87669531 (NOTE THAT SAID DEED DOES NOT INCLUDE A "PARCEL A" OR "PARCEL B"):

(PARCEL C):

THAT PART OF LOT 4 IN ASSESSOR'S DIVISION OF THE NORTH 1/2 OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 30, 1861 AS DOCUMENT NUMBER 46577, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 4; THENCE WESTERLY ALONG THE NORTH LINE THEREOF, A DISTANCE OF 143.84 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING WESTERLY ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 525.22 FEET; THENCE SOUTHEASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 167 DEGREES 29 MINUTES 26 SECONDS TO THE LEFT OF THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 485.28 FEET; THENCE NORTHEASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 76 DEGREES 25 MINUTES 26 SECONDS TO THE LEFT OF THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 117.03 FEET TO POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO EXCEPTING THEREFROM THE FOLLOWING (BEING EXCEPTION PARCEL F) FROM PARCEL 1:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 18, THE NORTHEAST 1/4 OF SECTION 19 AND THE NORTHWEST 1/4 OF SECTION 20, ALL IN TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTH 445.50 FEET OF THE NORTHEAST 1/4 OF SECTION 19; THENCE WESTERLY ALONG THE SOUTH LINE THEREOF, 143.84 FEET; THENCE NORTHEASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 124 DEGREES 47 MINUTES 07 SECONDS TO THE RIGHT OF THE LAST DESCRIBED COURSE EXTENDED, 140.16 FEET TO THE POINT OF BEGINNING;

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THENCE NORTHWESTERLY, 1008.03 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 2969.97 FEET, THE CHORD OF WHICH CURVE BEARS NORTH 12 DEGREES 44 MINUTES 29 SECONDS WEST WITH A DISTANCE OF 1003.20 FEET TO A POINT OF COMPOUND CURVATURE; THENCE CONTINUING NORTHWESTERLY, 148.89 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 2718.38 FEET, THE CHORD OF WHICH CURVE BEARS NORTH 23 DEGREES 57 MINUTES 45 SECONDS WEST WITH A DISTANCE OF 144.18 FEET TO A POINT ON THE SOUTH LINE OF LOT ONE OF SBC ILLINOIS SANDERS ROAD ADDITION TO GLENVIEW, RECORDED AS DOCUMENT NUMBER 041763117; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG SAID SOUTH LINE OF LOT ONE OF SBC ILLINOIS SANDERS ROAD ADDITION TO GLENVIEW, 27.87 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF THE TRI-STATE TOLLWAY; THENCE SOUTHEASTERLY, ALONG SAID WEST RIGHT-OF-WAY LINE OF THE TRI-STATE TOLLWAY, 680.60 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 2739.93 FEET, THE CHORD OF WHICH CURVE BEARS SOUTH 20 DEGREES 55 MINUTES 38 SECONDS EAST WITH A DISTANCE OF 678.85 FEET; THENCE SOUTH 08 DEGREES 46 MINUTES 32 SECONDS WEST, CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE OF THE TRI-STATE TOLLWAY, 195.91 FEET; THENCE SOUTH 05 DEGREES 48 MINUTES 27 SECONDS EAST, CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE OF THE TRI-STATE TOLLWAY, 95.33 FEET; THENCE SOUTH 09 DEGREES 30 MINUTES 56 SECONDS WEST, CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE OF THE TRI-STATE TOLLWAY, 190.41 FEET TO THE POINT OF BEGINNING;

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Exhibit A-2

Legal Description of the Incorporated Parcel

THAT PART OF LOT 4 IN ASSESSOR'S DIVISION OF THE NORTH HALF OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 30, 1861 AS DOCUMENT 46577, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 4; THENCE WESTERLY ALONG THE NORTH LINE THEREOF, A DISTANCE OF 143.84 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING WESTERLY ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 525.22 FEET; THENCE SOUTH-EASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 167°29'26" TO THE LEFT OF THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 485.28 FEET; THENCE, NORTHEASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 76° 25'26" TO THE LEFT OF THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 117.03 FEET TO THE POINT OF BEGINNING CONTAINING 0.634 ACRES, MORE OR LESS.

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UNOFFICIAL COPY**Exhibit A-3****Legal Description of the Unincorporated Parcel****PARCEL 1:**

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 18, THE NORTHEAST QUARTER OF SECTION 19 AND THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL, MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 445.50 FEET SOUTH AND 6.2 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION 20; THENCE NORTHWESTERLY 1,278.28 FEET ALONG AN ARC TO THE LEFT (RADIUS 2,739.93 FEET) TO A POINT; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SAID SECTION 18, A DISTANCE OF 1,059.11 FEET TO A POINT; THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 230.88 FEET, MORE OR LESS, TO A POINT ON A LINE WHICH IS 549 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 18; THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 254.00 FEET, MORE OR LESS, TO A POINT OF INTERSECTION WITH A LINE DRAWN PERPENDICULAR TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 18, AND WHICH RUNS THROUGH A POINT WHICH IS 602.99 FEET EAST OF THE CENTER LINE OF SANDERS ROAD, AS MEASURED ALONG A LINE 313 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 18; THENCE SOUTH ALONG SAID PERPENDICULAR LINE, A DISTANCE OF 236.00 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 18, A DISTANCE OF 602.99 FEET TO A POINT IN THE CENTERLINE OF SANDERS ROAD; THENCE SOUTHEASTERLY ALONG THE CENTER LINE OF SANDERS ROAD, A DISTANCE OF 315.57 FEET, MORE OR LESS, TO A POINT ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 18, SAID POINT BEING 449.20 FEET EAST OF THE SOUTH QUARTER CORNER OF SAID SECTION 18; THENCE SOUTH ALONG THE CENTERLINE OF SANDERS ROAD, A DISTANCE OF 5.84 FEET, MORE OR LESS, TO A POINT ON THE TANGENTIAL EXTENSION OF THE NORTHERLY LINE OF WILLOW ROAD; THENCE EAST ALONG SAID TANGENT LINE, A DISTANCE OF 34.91 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ALONG SAID NORTHERLY LINE OF WILLOW ROAD, BEING THE ARC OF A CIRCLE HAVING A RADIUS OF 2,342.01 FEET, AND CONVEX NORTHEASTERLY, TO A POINT WHICH IS 300.87 FEET NORTHWESTERLY OF THE POINT OF INTERSECTION OF THE SAID NORTHERLY LINE OF WILLOW ROAD WITH THE SOUTH LINE OF THE NORTH 445.50 FEET OF THE NORTHEAST QUARTER OF SAID SECTION 19; THENCE SOUTHEASTERLY ALONG THE NORTH LINE OF SAID WILLOW ROAD, THE SAID DISTANCE OF 300.87 FEET; THENCE EAST ALONG THE SOUTH LINE OF THE NORTH 445.50 FEET OF THE NORTHEAST QUARTER OF SAID SECTION 19 AND OF THE

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NORTHWEST QUARTER OF SAID SECTION 20, A DISTANCE OF 796.50 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXCEPTING THEREFROM THE FOLLOWING TWO PARCELS OF LAND :

EXCEPTION PARCEL A:

THAT PART THEREOF CONVEYED BY WARRANTY DEED RECORDED APRIL 15, 2008 AS DOCUMENT NUMBER 081068543 TO THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY AN INSTRUMENTALITY AND ADMINISTRATION AGENCY OF THE STATE OF ILLINOIS DESCRIBED AS THAT PART OF SOUTHEAST QUARTER OF SECTION 18 AND THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 18; THENCE SOUTH 89 DEGREES 53 MINUTES 14 SECONDS WEST ALONG THE SOUTH LINE OF SECTION 18, 49.91 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE TRI-STATE TOLL-WAY FOR THE POINT OF BEGINNING; THENCE SOUTHERLY ALONG SAID RIGHT OF WAY THE NEXT THREE COURSES: 1) SOUTH 09 DEGREES 06 MINUTES 17 SECONDS EAST, 50.64 FEET; 2) THENCE SOUTH 05 DEGREES 48 MINUTES 27 SECONDS EAST, 95.33 FEET; 3) THENCE SOUTH 09 DEGREES 31 MINUTES 05 SECONDS WEST, 190.41 FEET; THENCE NORTHWESTERLY 1008.03 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 2969.97 FEET, TO CHORD OF SAID CURVE BEARS NORTH 12 DEGREES 44 MINUTES 29 SECONDS WEST WITH A DISTANCE OF 1003.20 FEET TO A POINT OF COMPOUND CURVE; THENCE CONTINUING NORTHWESTERLY 148.89 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 2718.83 FEET, THE CHORD OF SAID CURVE BEARS NORTH 23 DEGREES 57 MINUTES 45 SECONDS WEST WITH A DISTANCE OF 148.87 FEET TO A POINT ON THE SOUTH LINE OF LOT ONE OF SBC ILLINOIS SANDERS ROAD ADDITION TO GLENVIEW, RECORDED AS DOCUMENT NUMBER 041763117; THENCE NORTH 89 DEGREES 41 MINUTES 07 SECONDS EAST ALONG SAID SOUTH LINE, 27.87 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE TRI-STATE TOLL-WAY; THENCE SOUTHEASTERLY ALONG SAID WEST RIGHT OF WAY, 685.67 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 2739.68 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 20 DEGREES 57 MINUTES 51 SECONDS EAST WITH A DISTANCE OF 683.88 FEET TO A POINT OF TANGENCY; THENCE SOUTH 09 DEGREES 06 MINUTES 17 SECONDS EAST, 145.29 FEET TO THE POINT OF BEGINNING.

AND EXCEPT THIS PART THEREOF CONVEYED BY WARRANTY DEED RECORDED DECEMBER 22, 1987 AS DOCUMENT NO. 87669532 TO THE ILLINOIS TOLL HIGHWAY AUTHORITY, DESCRIBED AS FOLLOWS:

EXCEPTION PARCEL B:

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THAT PART OF THE SOUTHEAST QUARTER OF SECTION 18, THE NORTHEAST QUARTER OF SECTION 19 AND THE NORTHWEST QUARTER OF SECTION 20, ALL IN TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTH 445.50 FEET OF THE NORTHEAST QUARTER OF SECTION 19; THENCE WESTERLY ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 143.84 FEET; THENCE NORTHEASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 124 DEGREES 47 MINUTES 07 SECONDS TO THE RIGHT OF THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 140.16 FEET; THENCE NORTHERLY ALONG A LINE WHICH FORMS AN ANGLE OF 25 DEGREES 16 MINUTES 11 SECONDS TO THE LEFT OF THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 190.41 FEET; THENCE NORTHERLY ALONG A LINE WHICH FORMS AN ANGLE OF 15 DEGREES 09 MINUTES 32 SECONDS TO THE LEFT OF THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 95.33 FEET; THENCE NORTHERLY ALONG A LINE WHICH FORMS AN ANGLE OF 3 DEGREES 07 MINUTES 56 SECONDS TO THE LEFT OF THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 195.91 FEET TO A POINT ON THE WESTERLY LINE OF THE ILLINOIS TRI-STATE TOLLWAY; THENCE SOUTHERLY 597.68 FEET ALONG SAID WESTERLY LINE ON AN ARC TO THE RIGHT HAVING A RADIUS OF 2,739.79 FEET AND BEING SUBTENDED BY A CHORD WHICH FORMS AN ANGLE OF 178 DEGREES 43 MINUTES 28 SECONDS TO THE LEFT OF THE LAST DESCRIBED COURSE EXTENDED AND HAS A LENGTH OF 596.50 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 445.50 FEET OF THE NORTHWEST QUARTER OF SECTION 20; THENCE WESTERLY ALONG SAID SOUTH LINE WHICH FORMS AN ANGLE OF 97 DEGREES 33 MINUTES 34 SECONDS TO THE LEFT OF THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 6.20 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

TOGETHER WITH THAT PART OF SANDERS ROAD NOT PREVIOUSLY ANNEXED TO THE VILLAGE OF GLENVIEW LYING WESTERLY OF AND ADJACENT TO PARCEL 1 DESCRIBED HEREON.

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DATE	COMMENTS	REV.
6/13/08	P.C. COMMENTS	1
7/30/08	VILLAGE COMMENTS	1

DEPICTION AND ZONING OF PARCELS

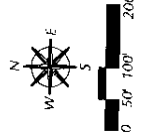
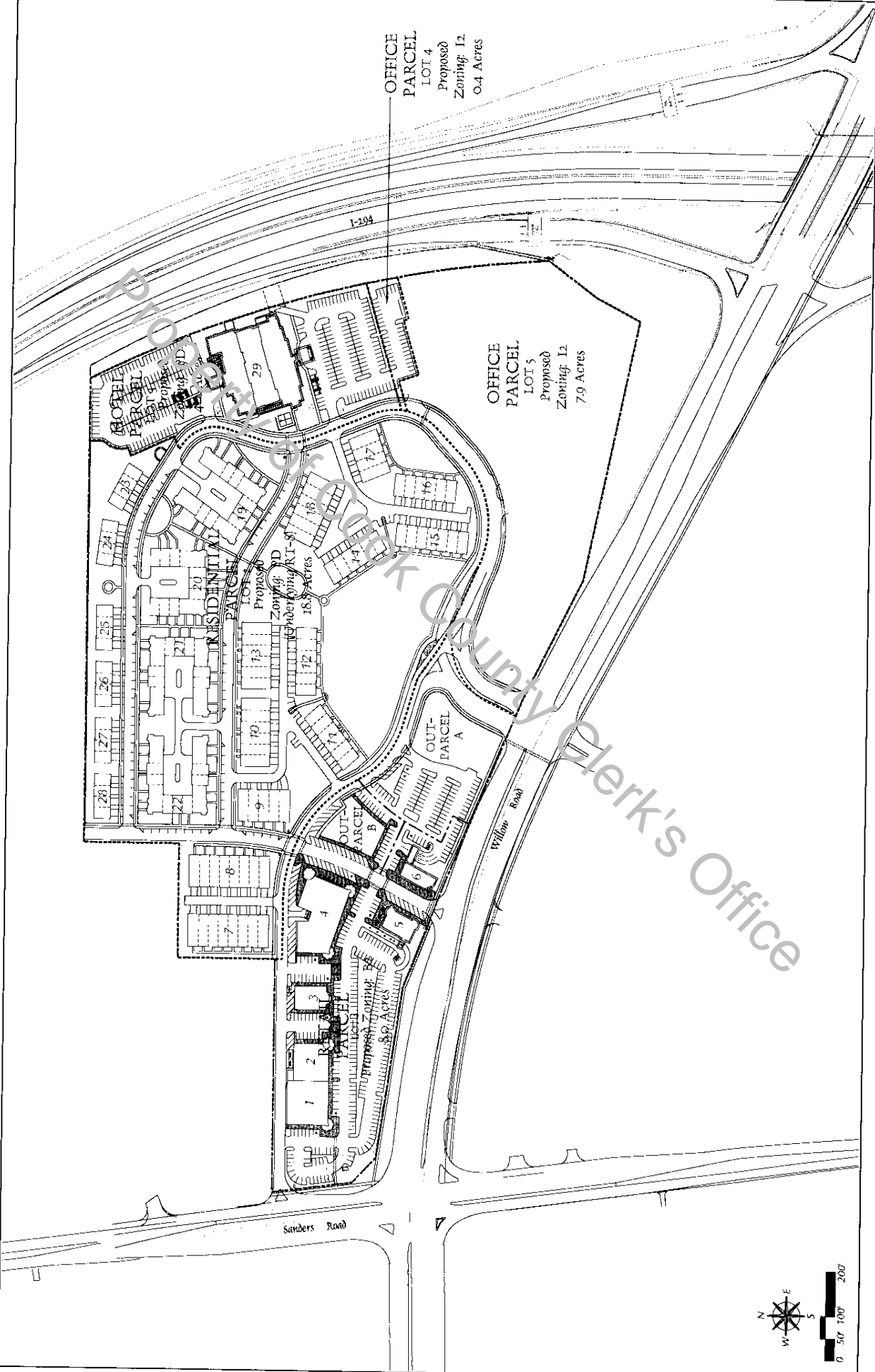
MIXED USE DEVELOPMENT

GLENSTAR

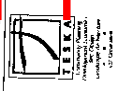


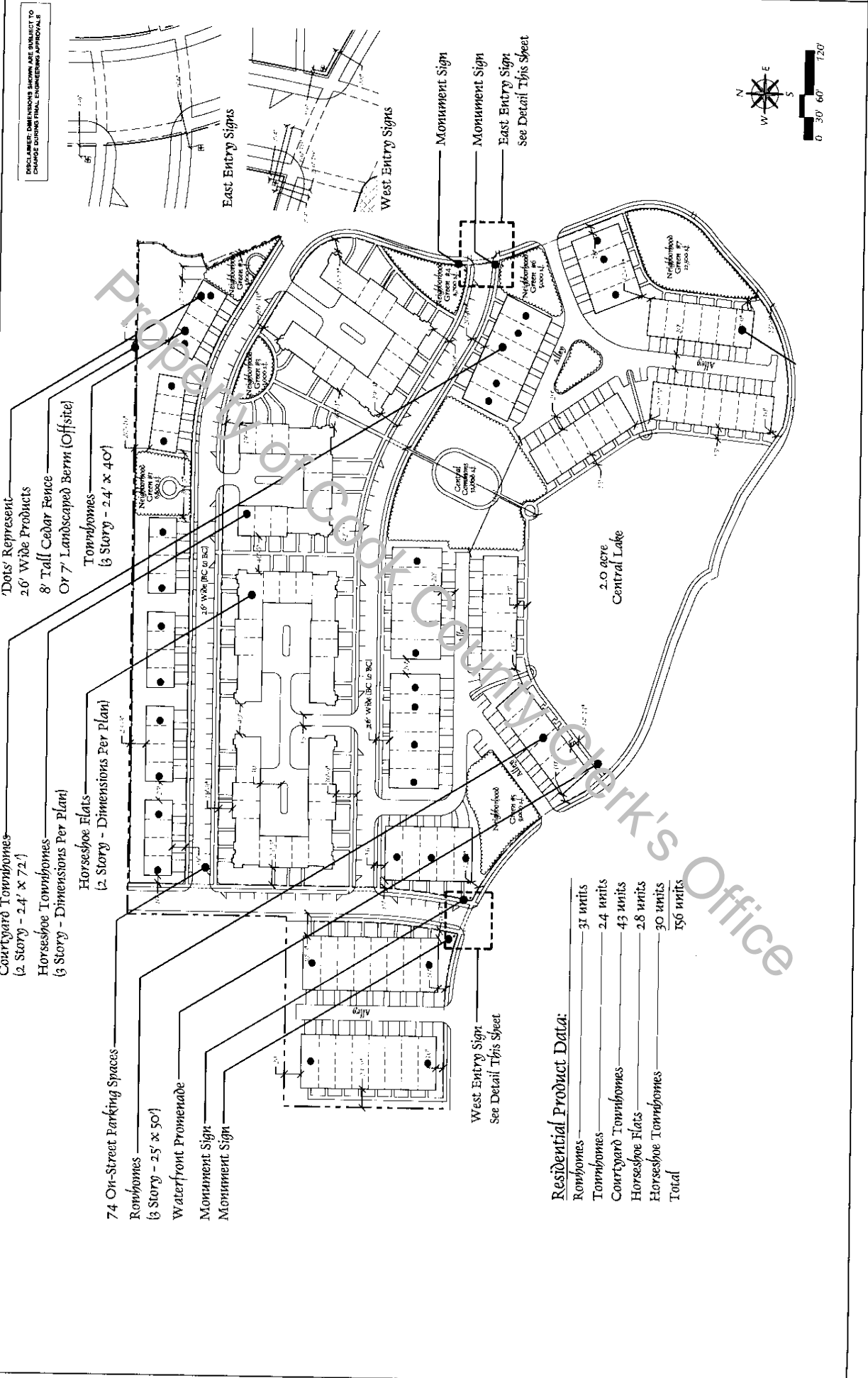
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MIXED USE DEVELOPMENT	GLENSTAR	 <p style="font-size: 8px;">TERRA Engineering & Planning 1000 West 10th Street Vancouver, BC V6H 2G6 Tel: 604.681.1111 Fax: 604.681.1112</p>	<table border="1" style="font-size: 8px;"> <tr><td>DATE</td><td>7/30/08</td></tr> <tr><td>REV.</td><td>1</td></tr> <tr><td>COMMENTS</td><td>P.C. COMMENTS</td></tr> <tr><td>DATE</td><td>6/13/08</td></tr> <tr><td>REV.</td><td>2</td></tr> <tr><td>COMMENTS</td><td>VILLAGE COMMENTS</td></tr> </table>	DATE	7/30/08	REV.	1	COMMENTS	P.C. COMMENTS	DATE	6/13/08	REV.	2	COMMENTS	VILLAGE COMMENTS
DATE	7/30/08														
REV.	1														
COMMENTS	P.C. COMMENTS														
DATE	6/13/08														
REV.	2														
COMMENTS	VILLAGE COMMENTS														



DECLARED DIMENSIONS SHOWN ARE SUBJECT TO CHANGE DURING FINAL ENGINEERING APPROVALS

'Dots' Represent
2.6' Wide Products
8' Tall Cedar Fence
Or 7' Landscaped Berm (Offsite)

Tomahomes
(3 Story - 2.4' x 40')

Horseshoe Flats
(2 Story - Dimensions Per Plan)

Courtyard Tomahomes
(2 Story - 2.4' x 7.2')

Horseshoe Tomahomes
(3 Story - Dimensions Per Plan)

74 On-Street Parking Spaces
Romhomes
(3 Story - 2.5' x 50')

Waterfront Promenade
Moniment Sign
Moniment Sign

East Entry Signs
West Entry Signs

Moniment Sign
Moniment Sign
East Entry Sign
See Detail This Sheet

West Entry Sign
See Detail This Sheet

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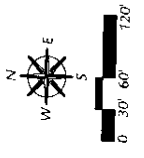
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Residential Product Data:

Romhomes	31 units
Tomahomes	24 units
Courtyard Tomahomes	43 units
Horseshoe Flats	28 units
Horseshoe Tomahomes	30 units
Total	156 units



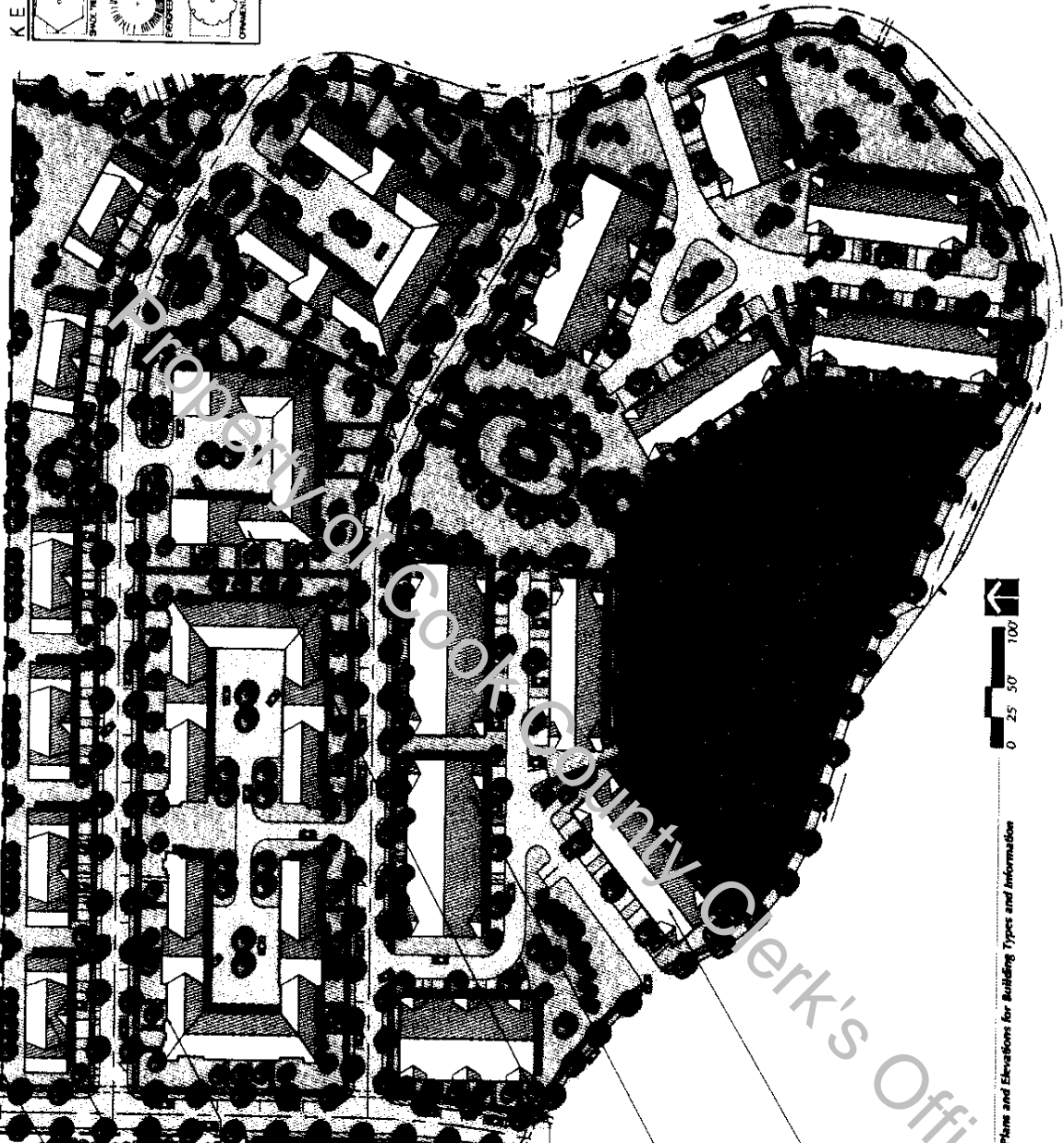
E1

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DATE	COMMENTS	REV.	GLENSTAR PRELIMINARY RESIDENTIAL LANDSCAPE PLAN MIXED USE DEVELOPMENT		SHEET NO. E2 DATE 08/20/2014 DRAWN BY J. [Name] CHECKED BY [Name]

KEY

	SHADY TREES
	SUNNY TREES
	DECIDUOUS TREES
	CONIFEROUS TREES



FOR TALL CEDARS PRUNE OR
7-10' LANDSCAPE BERM OR SITE

1. TYPICAL FRONT LOADED TOWNHOME
2. FOUNDATION PLANTING

3. TYPICAL HORSESHOE FLAT - TYPE A
4. FOUNDATION PLANTING

5. TYPICAL HORSESHOE FLAT - TYPE B
6. FOUNDATION PLANTING

7. TYPICAL COLLEGIATE TOWNHOME
8. FOUNDATION PLANTING

9. TYPICAL ROW HOME
10. FOUNDATION PLANTING

1. Overall Residential Landscape Plan
SCALE: AS SHOWN

Refer to Site Plans and Elevations for Building Types and Information

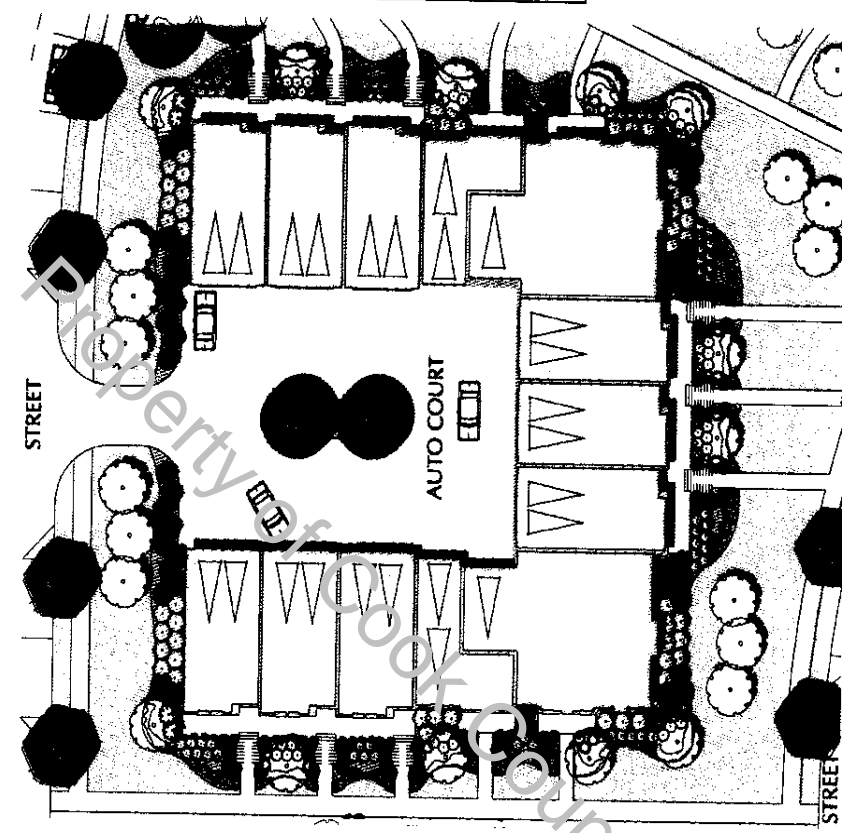
REVIEW DRAWINGS - NOT FOR CONSTRUCTION

UNOFFICIAL COPY

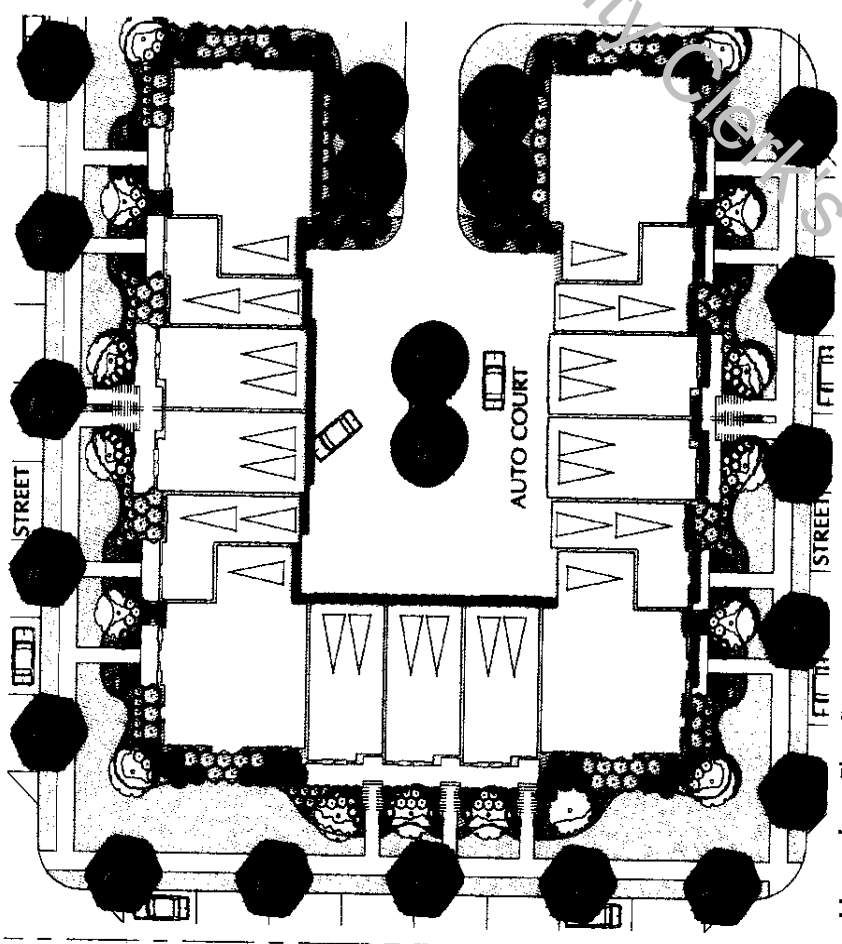
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KEY

	STREET TREES
	PLANTING AREA
	ORNAMENTAL TREES
	ORNAMENTAL SHRUBS
	US TREE/PLANT SPECIES
	US TREE/PLANT SPECIES
	US TREE/PLANT SPECIES
	US TREE/PLANT SPECIES
	ORNAMENTAL GRASSES
	ORNAMENTAL GRASSES
	ORNAMENTAL GRASSES
	ORNAMENTAL GRASSES
	ORNAMENTAL GRASSES
	ORNAMENTAL GRASSES
	ORNAMENTAL GRASSES



② Horseshoe Flat, Type B - Foundation Planting
 Refer to Plant Palette (Sheet E2.3) for Plant Symbols, Species and Sizes
 SCALE: AS SHOWN
 0' 8' 16' 32'



① Horseshoe Flat, Type A - Foundation Planting
 Refer to Plant Palette (Sheet E2.3) for Plant Symbols, Species and Sizes
 SCALE: AS SHOWN
 0' 8' 16' 32'

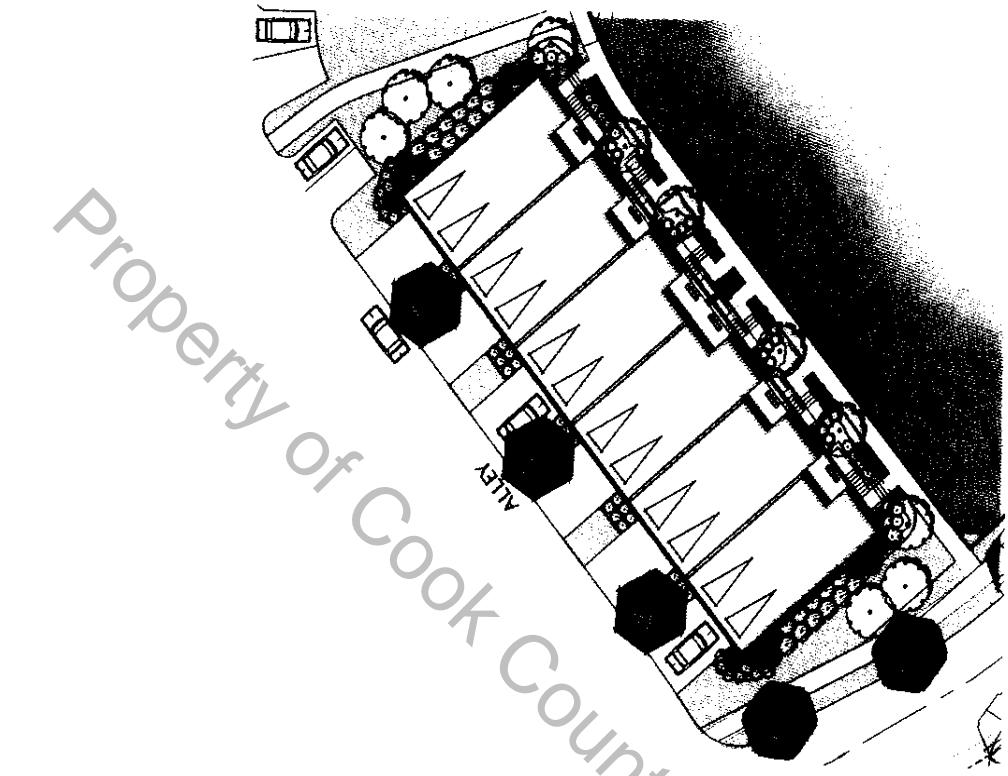
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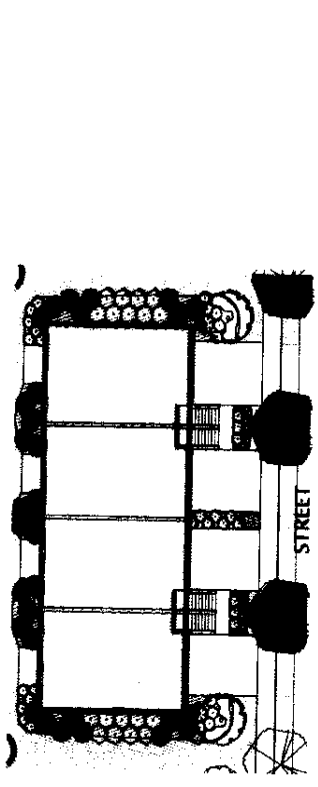
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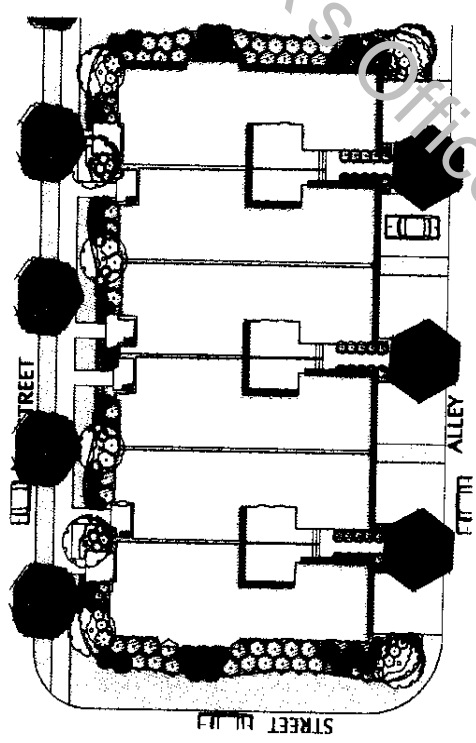
	SHADE TREES
	MEDIUM TREES
	SMALL TREES
	ORNAMENTAL TREES
	12' COMPACT SPRUCE
	12' EVERGREEN SPRUCE
	12' DECIDUOUS SPRUCE
	ORNAMENTAL GRASSES & GROUNDCOVERS



3 Rowhome - Foundation Planting
 Refer to Plant Palette (Sht E2.3) for Plant Symbols, Species and Sizes
 SCALE: AS SHOWN



1 Front Loaded Townhome - Foundation Planting
 Refer to Plant Palette (Sht E2.3) for Plant Symbols, Species and Sizes
 SCALE: AS SHOWN



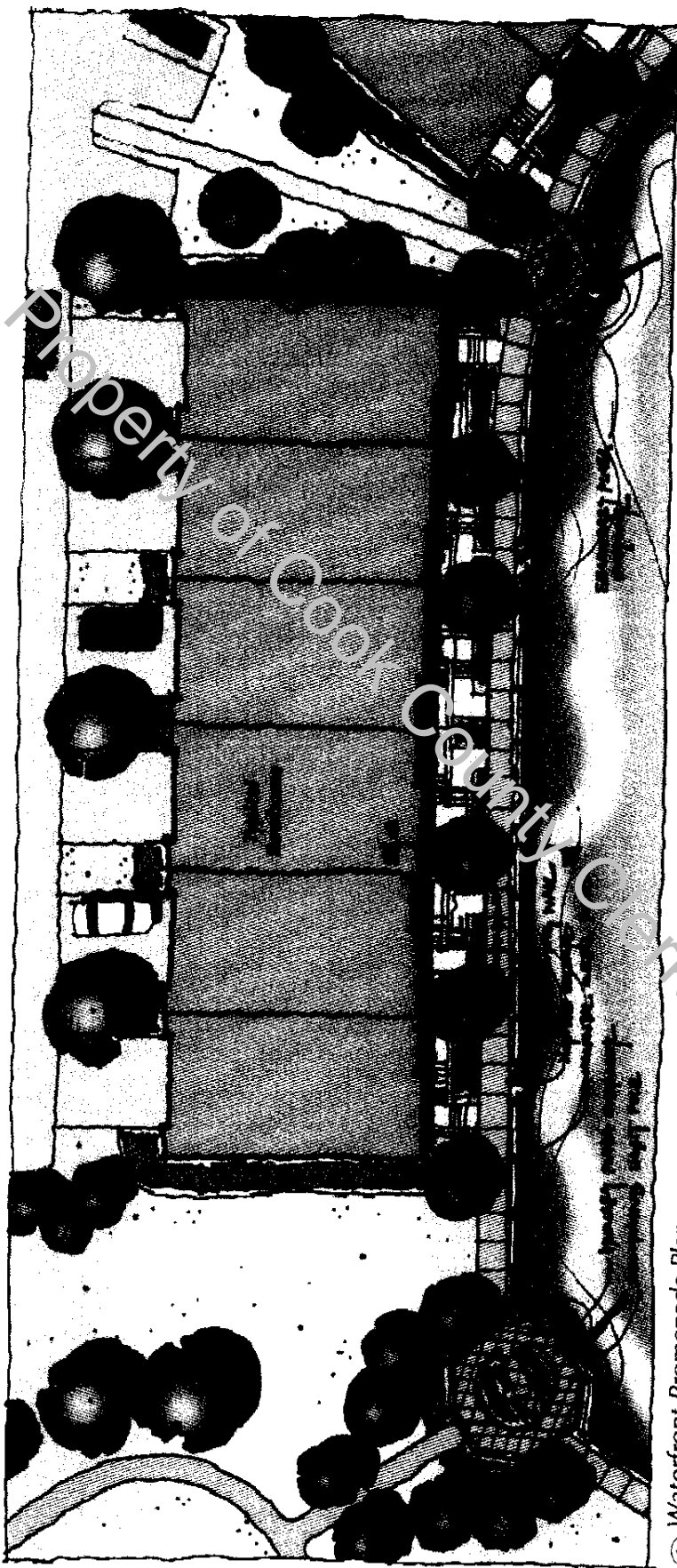
2 Courtyard Townhome - Foundation Planting
 Refer to Plant Palette (Sht E2.3) for Plant Symbols, Species and Sizes
 SCALE: AS SHOWN

REVIEW DRAWINGS - NOT FOR CONSTRUCTION

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PRELIMINARY RESIDENTIAL LANDSCAPE PLAN GLENSTAR		GLENSTAR 1000 N. LAKE ST. CHICAGO, IL 60610 TEL: 312.467.1000 FAX: 312.467.1001 WWW.GLENSTAR.COM	E2.4
COMMENTS DATE	REV.	MIXED USE DEVELOPMENT GLENVIEW, ILLINOIS	SHEET NO. PROJECT NO. DATE

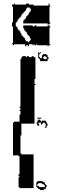
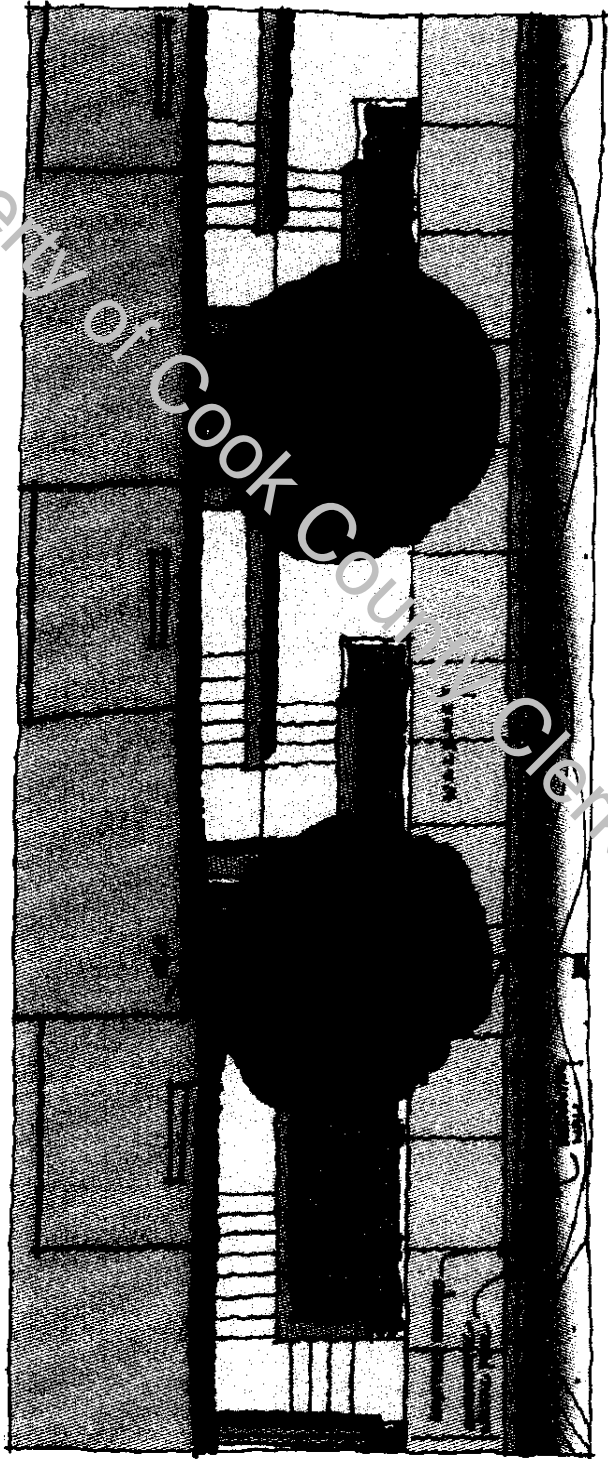


Waterfront Promenade Plan
 SCALE AS SHOWN

Property of Cook County Clerk's Office

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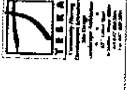
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REV.	COMMENTS			
DATE	COMMENTS			

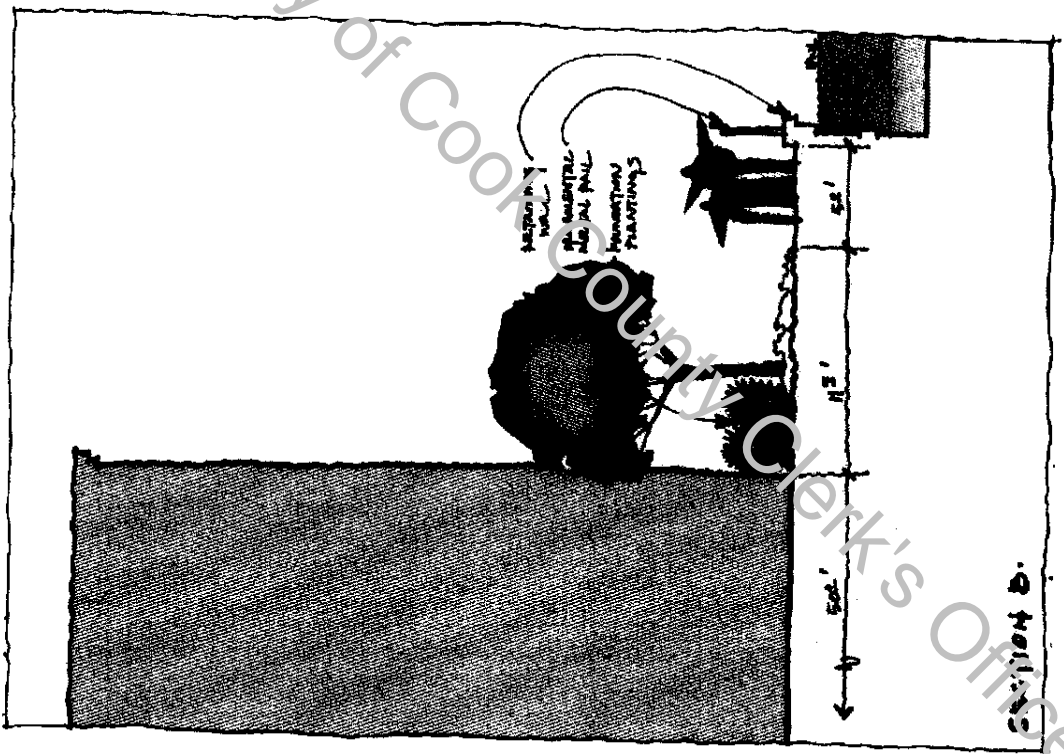


1. Waterfront Promenade Plan Enlargement
 SCALE: AS SHOWN

Property of Cook County Clerk's Office

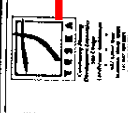
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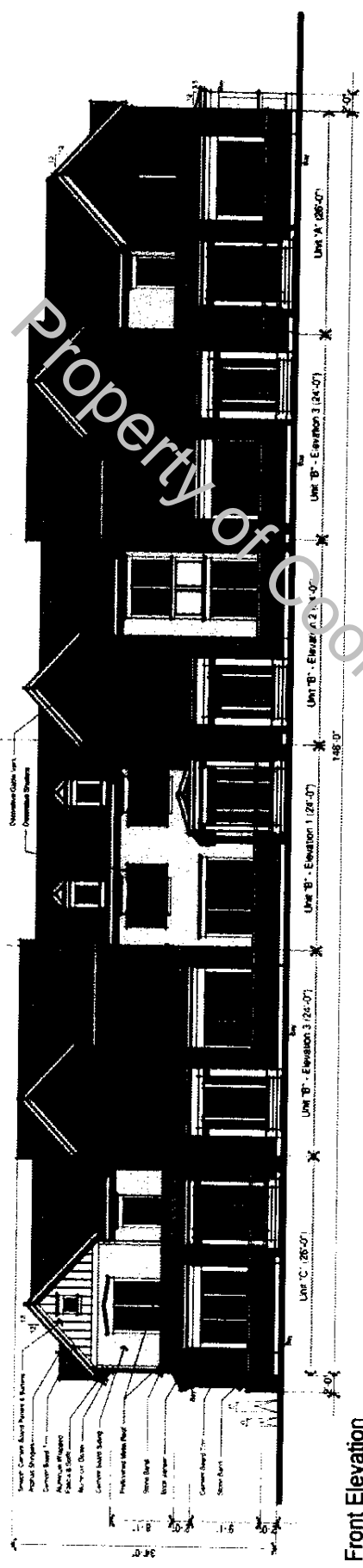
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DATE	COMMENTS			



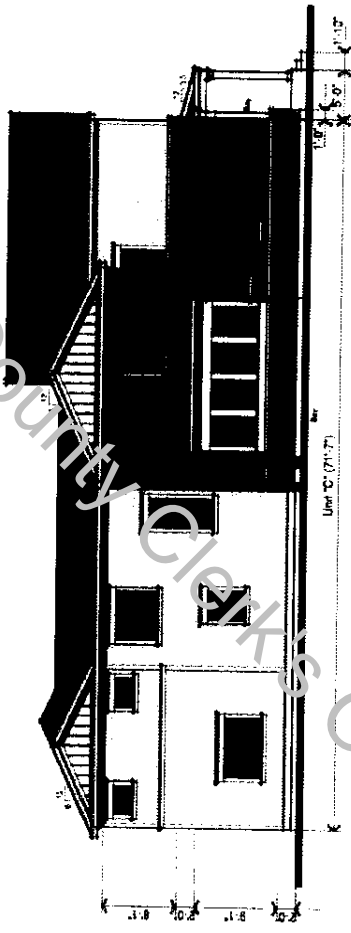
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PRELIMINARY RESIDENTIAL BUILDING ELEVATIONS		GLENSTAR				E3	
DATE	COMMENTS	REV.					



Front Elevation
scale: 3/16" = 1'-0"
Building C8888A



Left Side Elevation
scale: 3/16" = 1'-0"
Building C8888A

 BSB
011713

2 Story Courtyard Townhomes - Culligan Site
Glenview, IL

12-21-2007
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Red Sea Development
Northbrook, IL

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REV.	COMMENTS	DATE

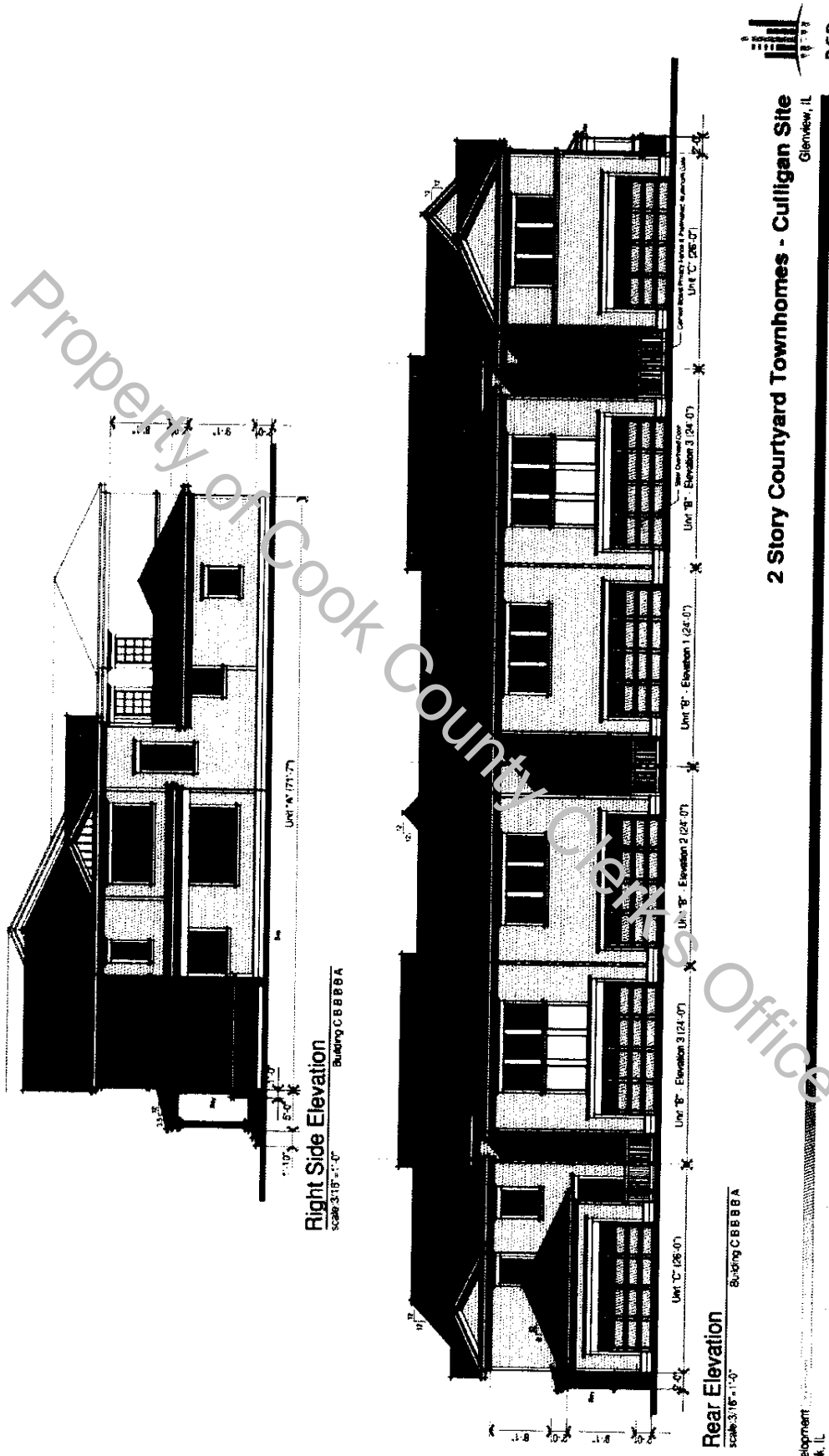
PRELIMINARY RESIDENTIAL BUILDING ELEVATIONS

MIXED USE DEVELOPMENT
Glenview, Illinois

GLENSTAR

YERRA
 ARCHITECTS
 1000 N. LAKE ST.
 SUITE 200
 GLENVIEW, IL 60045
 TEL: 847.831.1111
 FAX: 847.831.1112
 WWW.YERRA.COM

E3.1



Right Side Elevation
scale: 3/16" = 1'-0"
Building CBBBBA

Rear Elevation
scale: 3/16" = 1'-0"
Building CBBBBA



2 Story Courtyard Townhomes - Culligan Site
Glenview, IL

12-21-2007
4:00 PM (Rev. 0)

Property of Cook County Clerk's Office

Red Saal Development
Northbrook, IL

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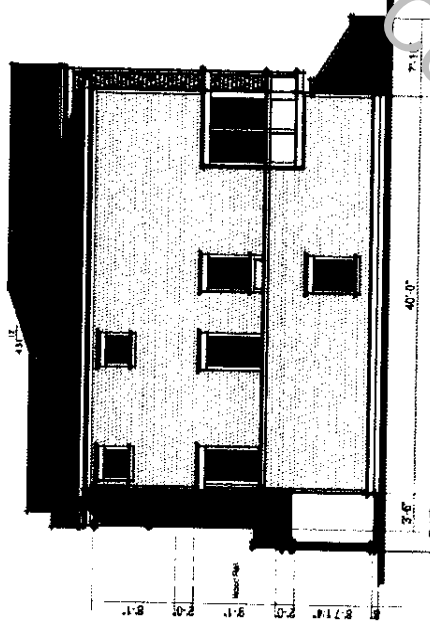
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<p>MIXED USE DEVELOPMENT GLENVIEW, ILLINOIS</p>						



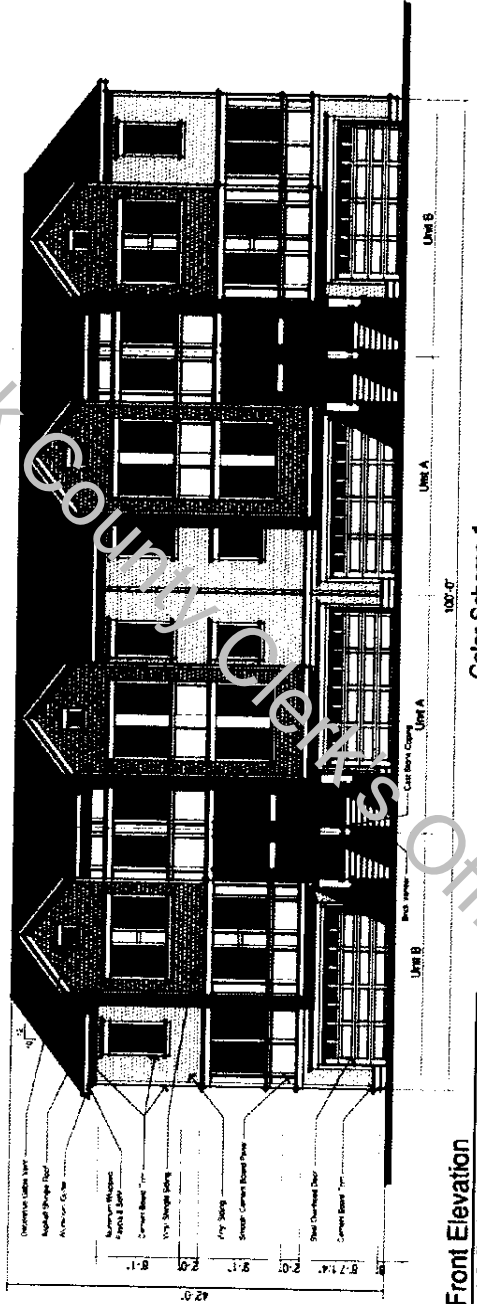
3 Story Front Load Townhomes - Culligan Site
Glenview, IL

12-21-2007
Red Seal Project No.

E3.2



Left Side Elevation
Scale: 3/16" = 1'-0"
Building B A A B



Front Elevation
Scale: 3/16" = 1'-0"
Building B A A B

Color Scheme 1

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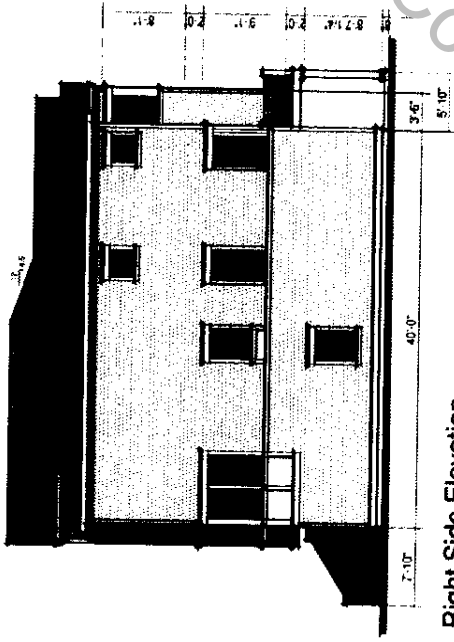
Red Seal Development
Northbrook, IL

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3 Story Front Load Townhomes - Culligan Site
 Glenview, IL
 12-21-2007
 1.00 (See Notes)



Right Side Elevation
 Building B A A B
 scale 3/16"=1'-0"





Rear Elevation
 Building A A B
 scale 3/16"=1'-0"

Color Scheme 1

Property of Cook County Clerk's Office

Red Seal Development
 Northbrook, IL

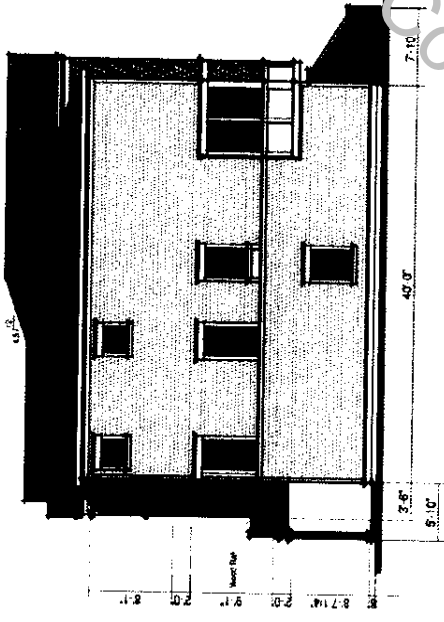
UNOFFICIAL COPY

PRELIMINARY RESIDENTIAL BUILDING ELEVATIONS		GLENSTAR 	 FERRA FERRA ARCHITECTURE 1111 N. LAUREL ST. CHICAGO, IL 60610 TEL: 312.467.1111 FAX: 312.467.1112 WWW.FERRA.COM	E3.4
MIXED USE DEVELOPMENT GLENVIEW, ILLINOIS	REV COMMENTS DATE			



3 Story Front Load Townhomes - Culligan Site
 Glenview, IL

12-21-2007
 C.W. [unreadable]



Left Side Elevation
 Building B A A B
 Scale: 3/16"=1'-0"





Front Elevation
 Building B A A B
 Scale: 3/16"=1'-0"

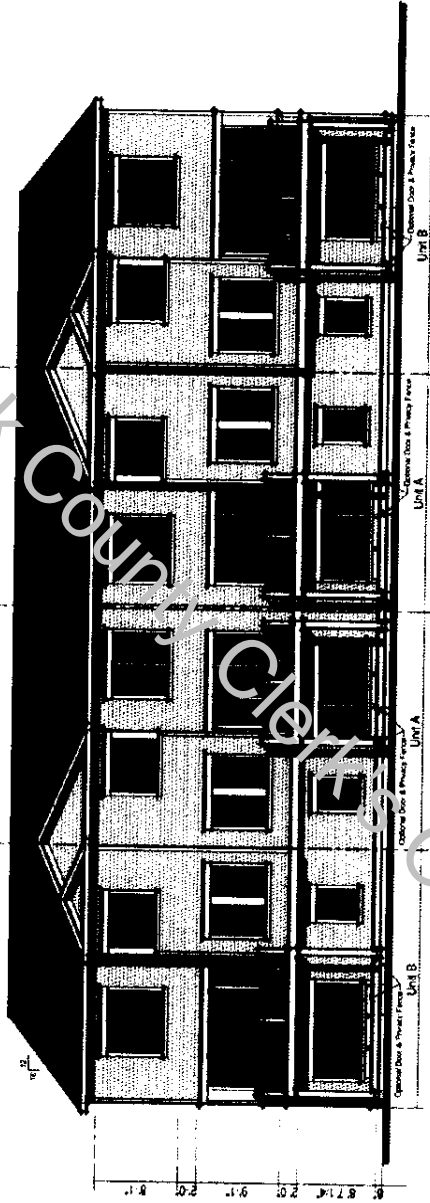
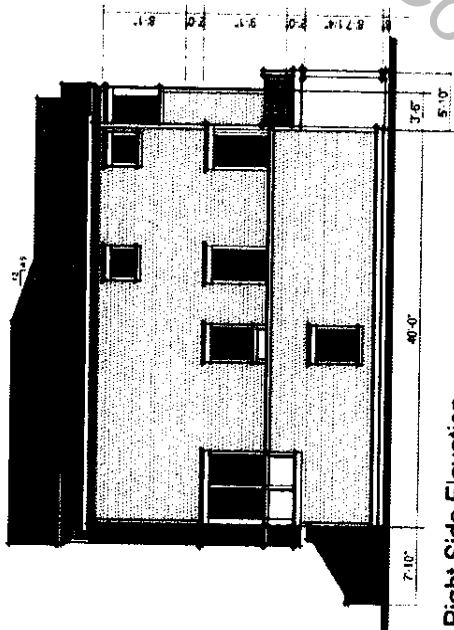
Color Scheme 2

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Red Seal Development
 Northbrook, IL

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PRELIMINARY RESIDENTIAL BUILDING ELEVATIONS		MIXED USE DEVELOPMENT		GLENSTAR				E3.5	
REV	COMMENTS	DATE	GLENSTAR		YSEA 1000 N. W. 10th St. Ft. Lauderdale, FL 33304 Phone: 754.366.1111 Fax: 754.366.1112 Website: www.ysea.com		SHEET DATE: JAN 2007 DRAWN BY: JAM CHECKED BY: JAM IN CHARGE: JAM		 BSB 9151 N.



Color Scheme 2

3 Story Front Load Townhomes - Culligan Site
 Glenview, IL

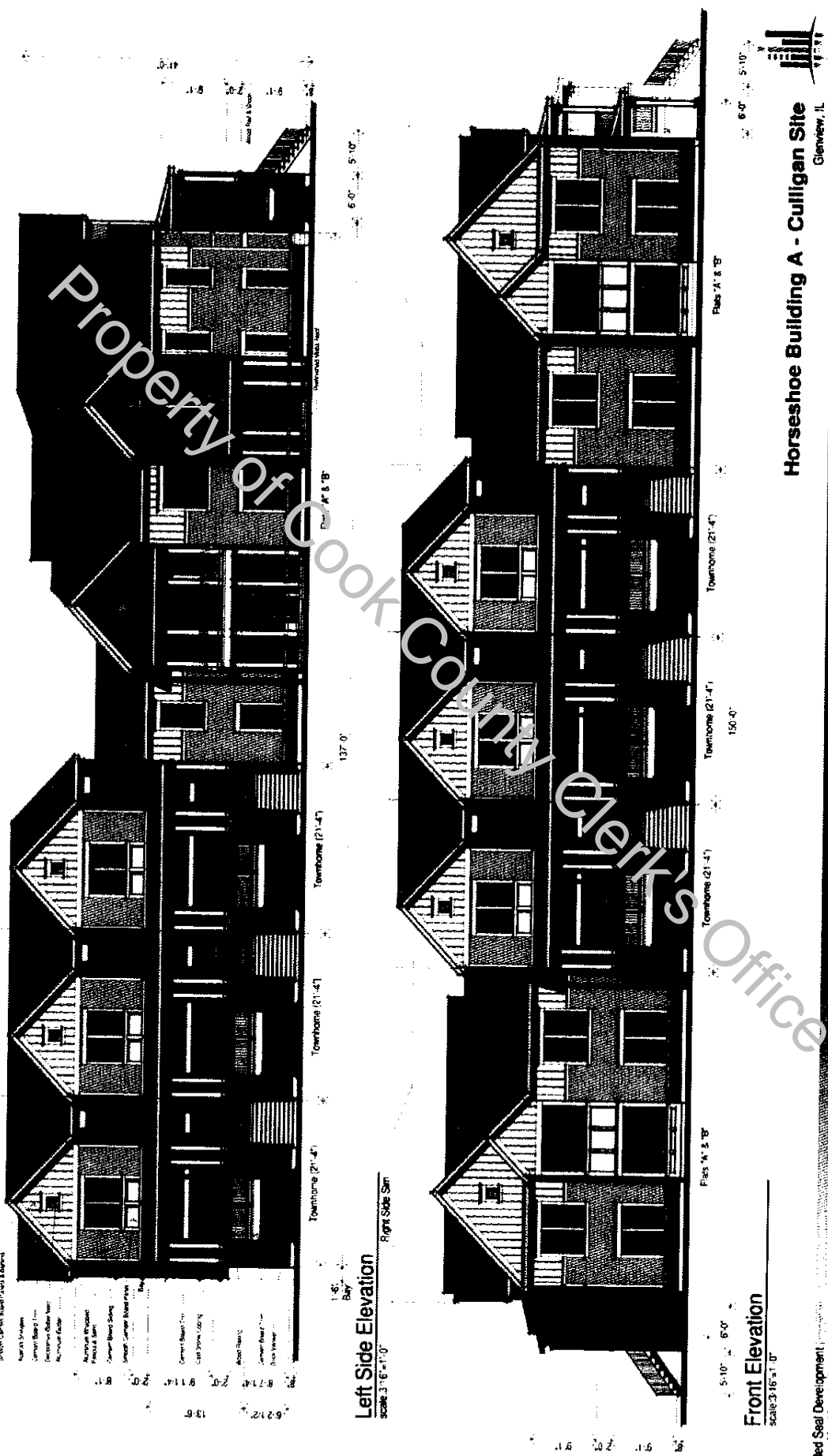
Red Saal Development
 Northbrook, IL

12-21-2007
 015114

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MIXED USE DEVELOPMENT		GLENVIEW, ILLINOIS		<small>SCALE</small> <small>DATE</small> <small>BY</small> <small>CHECKED</small>		



Left Side Elevation
Scale: 3/16" = 1'-0"

Front Elevation
Scale: 3/16" = 1'-0"


Horseshoe Building A - Culligan Site
Glenview, IL

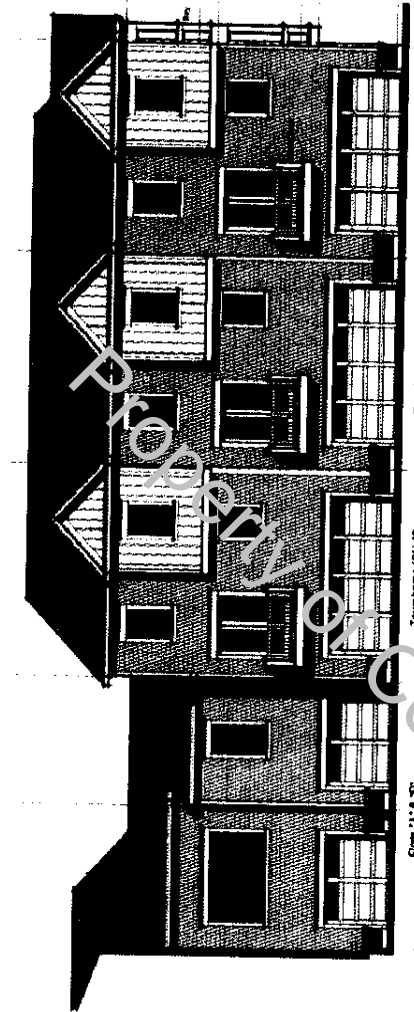


12-21-2007
1000 North Dearborn St.
Chicago, IL 60610

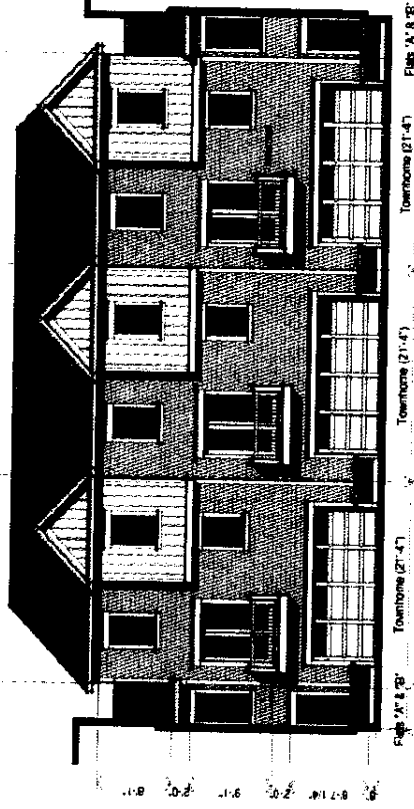
Red Seal Development
Northbrook, IL

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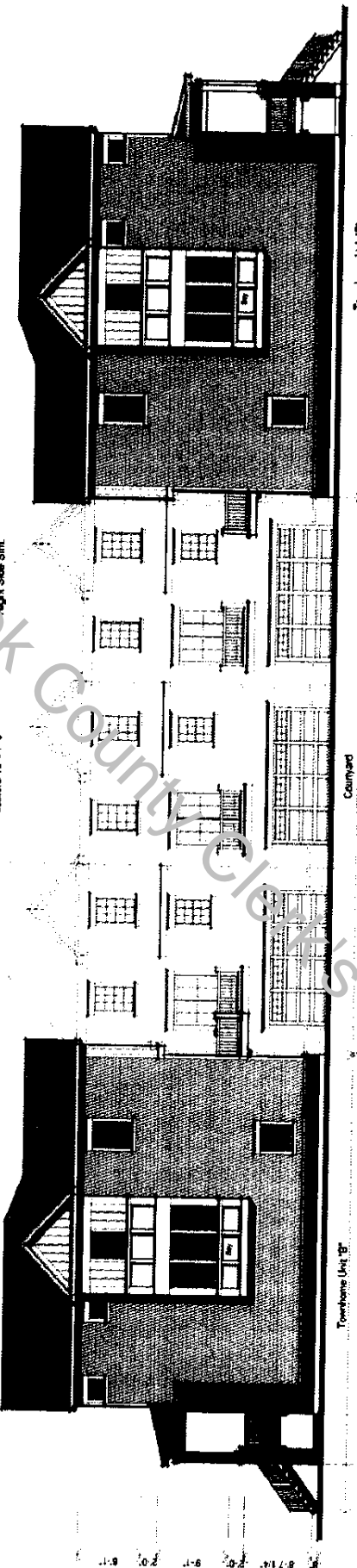
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SHEET NO.	1																	
DATE	JAN																	
PROJECT	JAN																	
DESIGNER	JAN																	
SCALE	1/8" = 1'-0"																	



Courtyard Side Elevation
 scale: 3/16" = 1'-0"
 Right Side Sim.



Courtyard Rear Elevation
 scale: 3/16" = 1'-0"



Rear Elevation @ Courtyard
 scale: 3/16" = 1'-0"



Horseshoe Building A - Culligan Site
 Glenview, IL

BSB
DESIGN

12-21-2007
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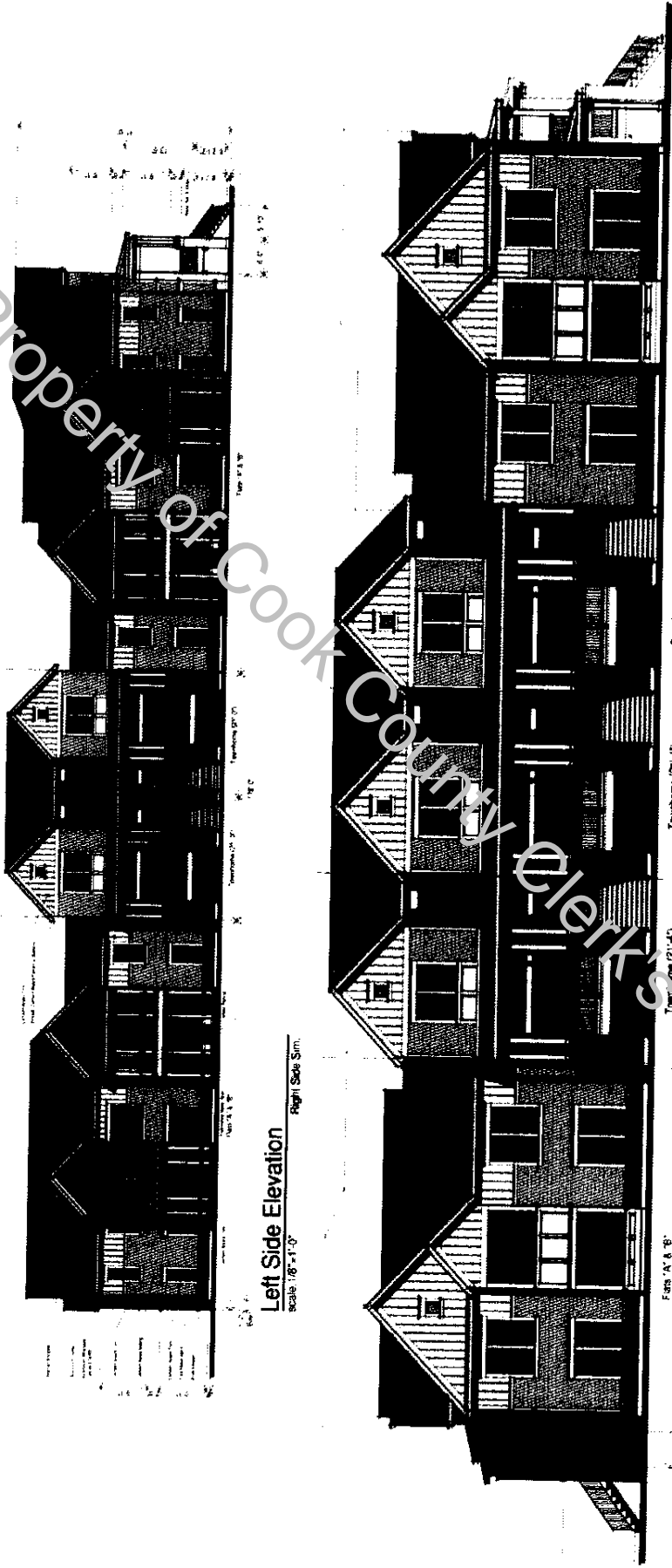
Red Seal Development
 Northbrook, IL

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PRELIMINARY RESIDENTIAL BUILDING ELEVATIONS		GLENSTAR		DATE REV. COMMENTS
DATE	COMMENTS			

E3.8

Property of Cook County Clerk's Office



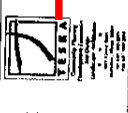
Left Side Elevation
Scale 1/8" = 1'-0"
Right Side Sim.

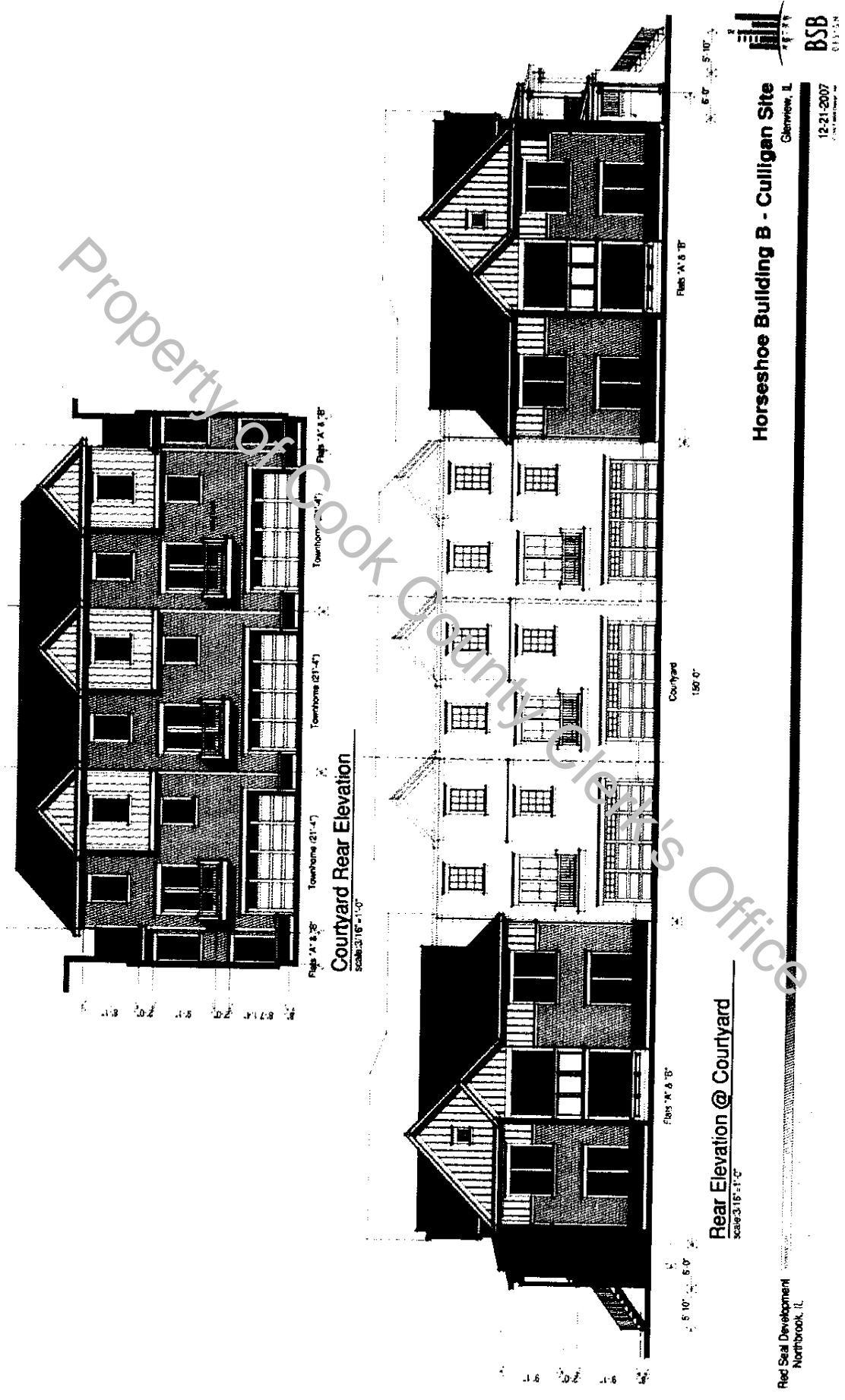
Front Elevation
Scale 3/16" = 1'-0"

BSB DESIGN
 12-21-2007
 Horseshoe Building B - Culligan Site
 Glenview, IL

Red Seal Development
Northbrook, IL

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MIXED USE DEVELOPMENT GLENVIEW, ILLINOIS		GLENSTAR		DATE: 08-23-06 DRAWN BY: JAM CHECKED BY: JAM	E3.9
PRELIMINARY RESIDENTIAL BUILDING ELEVATIONS	REV.				



Horseshoe Building B - Culligan Site
 Glenview, IL



12-21-2007
 12-21-2007

Rear Elevation @ Courtyard
 Scale: 3/16" = 1'-0"

Courtyard Rear Elevation
 Scale: 3/16" = 1'-0"

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 Northbrook, IL

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REV	COMMENTS	DATE

PRELIMINARY RESIDENTIAL
BUILDING ELEVATIONS

MIXED USE DEVELOPMENT
GLENVIEW, ILLINOIS

GLENSTAR

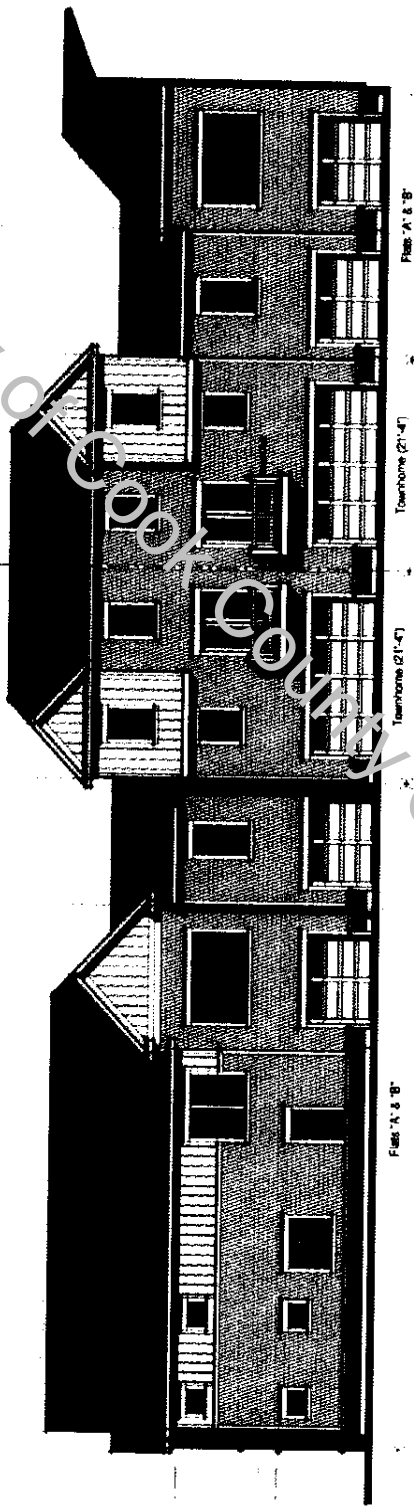
DATE	
BY	
CHECKED BY	
SCALE	

E3.10



Horseshoe Building B - Culligan Site
Glenview, IL

12-21-2007
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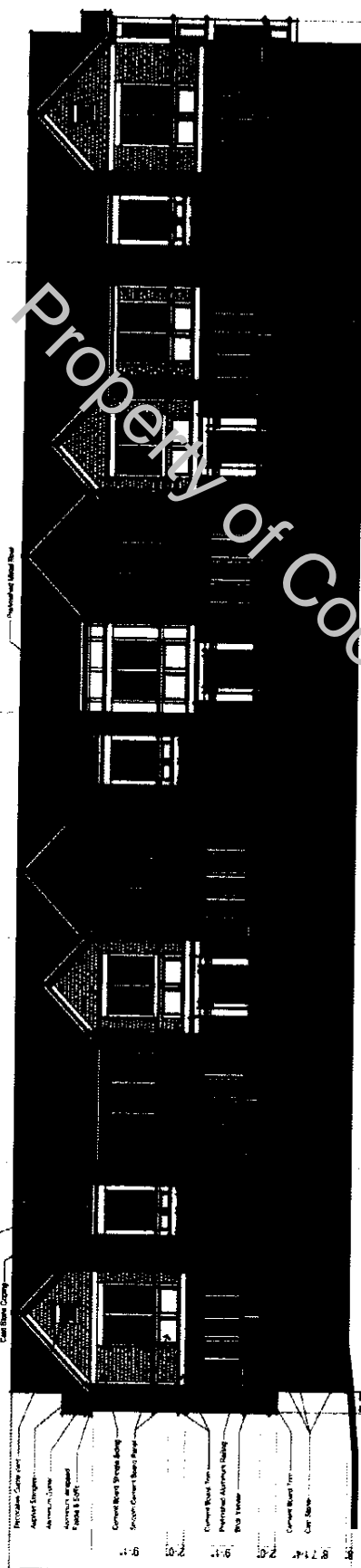


Courtyard Side Elevation
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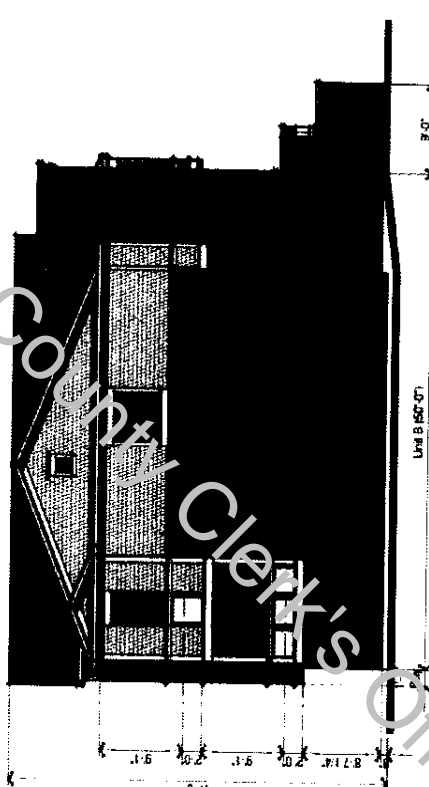
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<p>PRELIMINARY RESIDENTIAL BUILDING ELEVATIONS</p>		<p>GLENSTAR</p>		<p>DATE</p> <p>REV</p> <p>COMMENTS</p>
<p>MIXED USE DEVELOPMENT</p>				



Front Elevation
scale 3/16"=1'-0"



Left Side Elevation
scale 3/16"=1'-0"


BSB SERVICE
12-21-2007

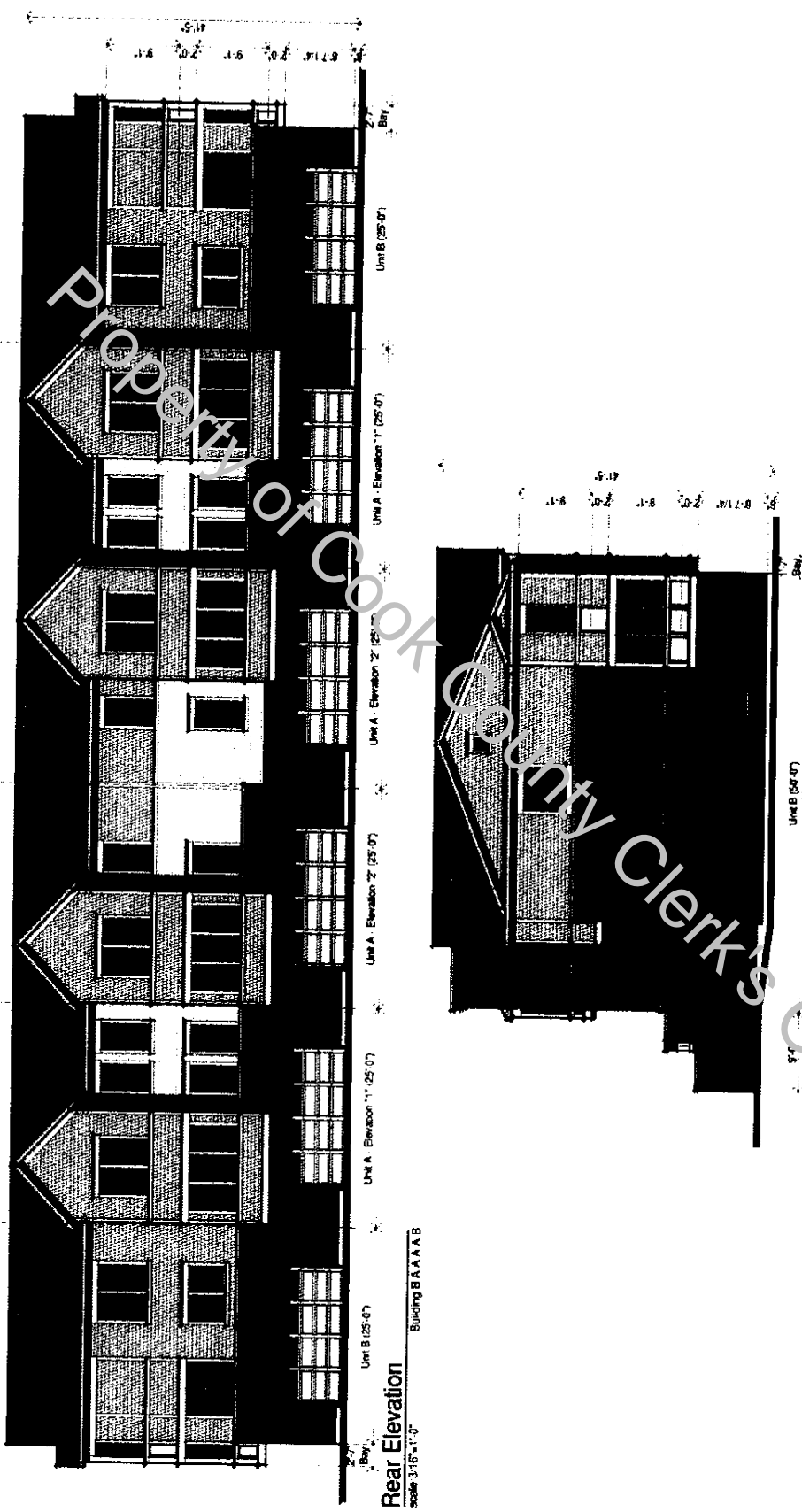
3 Story Rear Load Rowhomes - Culligan Site
Glenview, IL

Red Seal Development
Northbrook, IL

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PRELIMINARY RESIDENTIAL BUILDING ELEVATIONS		MIXED USE DEVELOPMENT		GLENSTAR				<table border="1"> <tr><td>DATE</td><td>REV</td><td>COMMENTS</td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </table>		DATE	REV	COMMENTS							E3.12	
DATE	REV	COMMENTS																		



3 Story Rear Load Rowhomes - Culligan Site
Glenview, IL

12-21-2007
C. 1911 1987 2007

Red Seal Development
Northbrook, IL

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Exhibit E-4 - Zoning Code Relief (Revised 07/30/08)

The following highlighted sections represent the requested development variations.

Setbacks and Height Comparison								
Zoning District	Front		Rear		Height		Perimeter	
	Required	Proposed	Required	Proposed	Required	Proposed	Required	Proposed
B-2	40'-50' from centerline	complies	0'-10.0'	complies	40.0'	34.0'	n/a	n/a
RT-8 PD	n/a	n/a	n/a	n/a	50.0'	45.0'	50.0'	17.00'
PD	n/a	11.16'	n/a	1.0'	50.0'	96.33'	50.0'	1.00'
I-2	TBD	TBD	TBD	TBD	35.0'	130.0'	n/a	n/a

Bulk & Parking Regulations								
Zoning District	Lot Size		Lot Coverage		Parking		F.A.R.	
	Minimum	Proposed	Maximum	Proposed	Minimum	Proposed	Maximum	Proposed
B-2	6,250 sq. ft.	25,000 s.f.	n/a	n/a	378 stalls	406 stalls	1.00	0.21
RT-8 PD	3,100 sq. ft. / unit	5,249 sq. ft. / unit	50%	60%	312	381	0.50	0.50
PD	N/A	4.2 acres	n/a	n/a	372	276	n/a	1.04
I-2	N/A	8.3 acres	n/a	n/a	n/a	n/a	n/a	1.80

Other Requested Variations:

1. The proposed PD Hotels are required to be setback a minimum of 300.0 feet from the nearest residential district. The petitioner is requesting a variation to allow the proposed PD Hotels to be setback 75.0 feet from the proposed PD RT-8 District.
2. The petitioner is requesting relief from PD requirement stipulating the provision of a Dog Run for the proposed Extended Stay Hotel.
3. The petitioner is requesting a variation to allow an off-premise monument sign for the PD Hotels within the I-2 District adjacent to Willow Road.
4. The petitioner is requesting a variation to reduce the minimum depth of the required landscape buffer adjacent to the PD Hotel parking lot from 5.0 feet to 3.0 feet.
5. The petitioner is requesting a variation to allow two or more interior parking bays without a continuous landscape island for the PD Hotel parcel. All other Parcels comply with the landscape requirements.
6. The petitioner is requesting a variation to increase the maximum density of the PD Extended Stay Hotels from 91 units to 116 units.
7. The petitioner is requesting a variation to reduce the number and size of required loading berths within the B-2 from six (6) at 10.0 feet by 25.0 feet and two (2) at 10.0 feet by 50.0 feet to one (1) at 10.0 feet by 25.0 feet.



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The Village of
Glenview

Interdepartmental Memo

TO: Jeff Brady, Director of Planning
FROM: Andrew Mayes, P.E., Civil Engineer
DATE: July 30, 2008
SUBJECT: Glenstar Development / Culligan Site (E-08-004) – Subdivision Code Waivers

The following highlighted sections represent waivers that the petitioner is requesting based on the latest submittal of plans, which includes all private streets.

Subdivision Code Requirements & Waivers		
Subdivision Code Requirement	Minimum Required	Proposed
Public Street Right-of-way Sec. 66-167. Private streets	Private streets shall be prohibited.	Private Streets throughout
Right of Way Dedication (Multi-Family)	70.0 feet	48.0 feet Private Road Easement with 10' Utility Easement
Right of Way Dedication (Business)	80.0 feet	26.0 feet Private Road Easement
Right of Way Dedication (Hotel)	80.0 feet	48.0 feet Private Road Easement
Right of Way Dedication (Industrial)	80.0 feet	48.0 feet Private Road Easement with 10' Utility Easement
Pavement Width (Multi-Family)	36.0 feet	26.0 feet Private Road Easement
Pavement Width (Business)	42.0 feet	26.0 feet Private Road Easement
Pavement Width (Hotel)	42.0 feet	26.0 feet Private Road Easement
Pavement Width (Industrial)	42.0 feet	48.0 feet Private Road Easement
Sidewalks Sec. 66-235	5.0' wide on both sides of street	5.0' wide, but not provided on both sides throughout.
Parkway Trees	Required every 30.0' to 45.0' on center	Proposed every 30.0' to 45.0' on center
Land Donation for Public Parks	2.10 acres (based upon 411 persons)	Provision of Fees in Lieu
Land Donation for Elementary School	1.50 acres (based upon 55 students)	Provision of Fees in Lieu
Land Donation for High School	0.35 acres (based upon 15 students)	Provision of Fees in Lieu

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HOTEL SITE PLAN

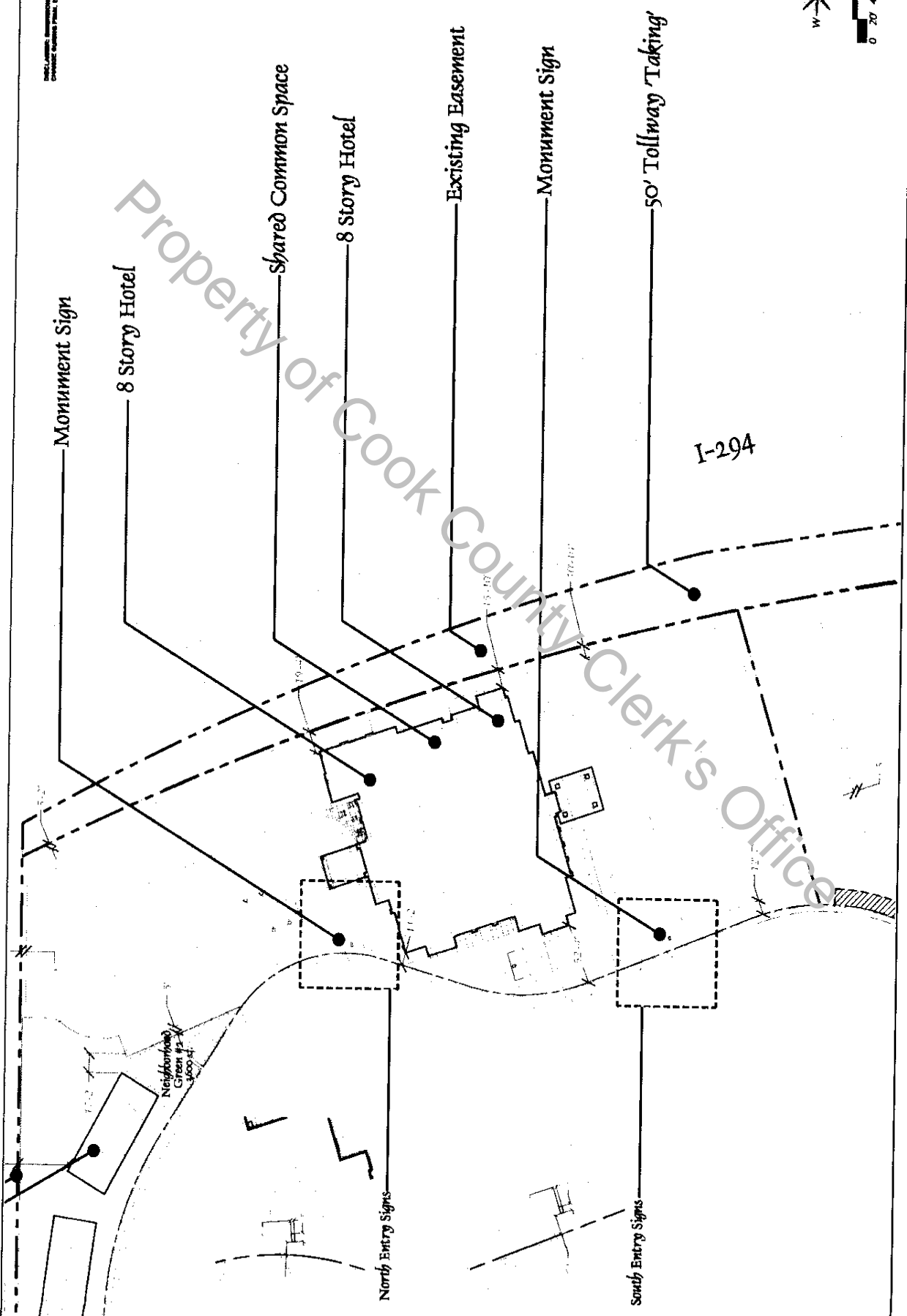
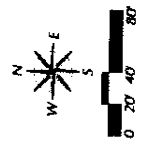
GLENSTAR



SHOWING
JAN
JAN
JAN
JAN
06-22-08

F1

ENCLOSURE SUBMITTED WITH THIS PLAN TO
OBTAIN PERMITS FROM THE DEPARTMENT OF PUBLIC WORKS

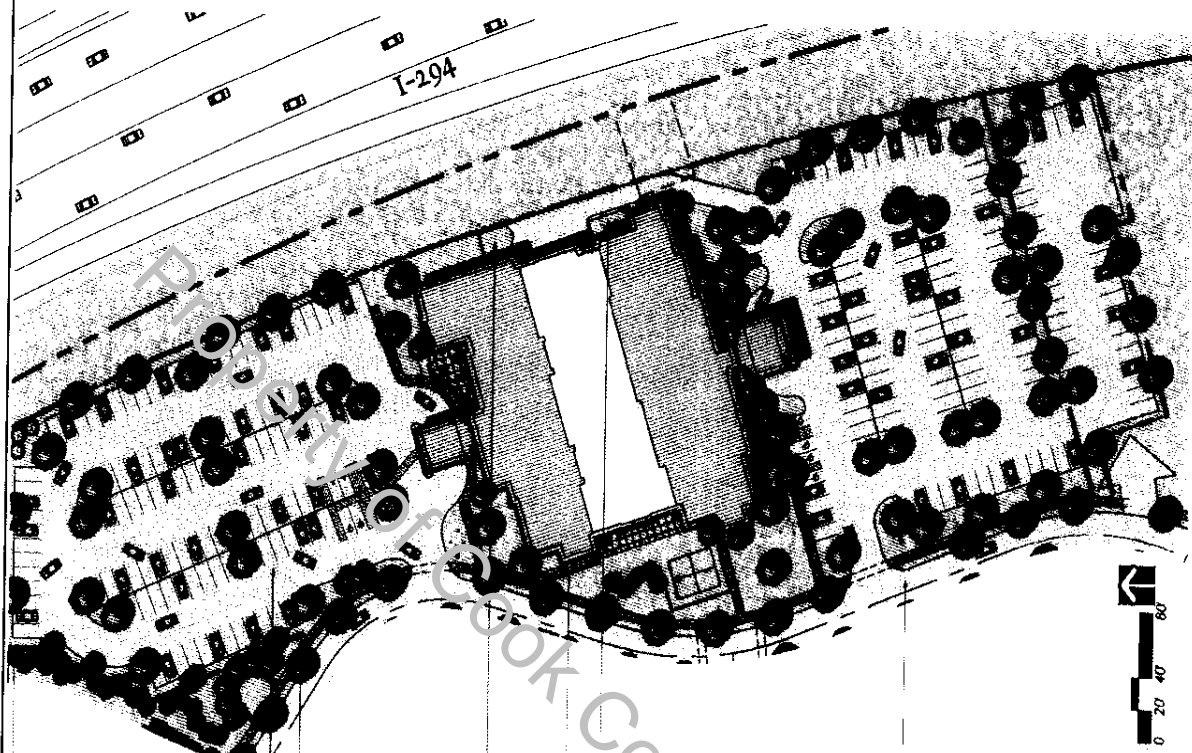


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PRELIMINARY HOTEL LANDSCAPE PLAN MIXED USE DEVELOPMENT GLENSTAR			F2
DATE: 6/13/08 REV: 1 COMMENTS: P.C. COMMENTS	DATE: 6/13/08 REV: 1 COMMENTS: P.C. COMMENTS	SHEET NO.: 72 DATE: 7/27/08 DRAWN BY: JAK IN-CHARGE:	

KEY

	SPACE TREES
	11' TO 15' HIGH TREE
	PROPOSED TREES
	15' TO 20' HIGH TREE
	20' TO 25' HIGH TREE
	25' TO 30' HIGH TREE
	30' TO 35' HIGH TREE
	35' TO 40' HIGH TREE
	40' TO 45' HIGH TREE
	45' TO 50' HIGH TREE
	50' TO 55' HIGH TREE
	55' TO 60' HIGH TREE
	60' TO 65' HIGH TREE
	65' TO 70' HIGH TREE
	70' TO 75' HIGH TREE
	75' TO 80' HIGH TREE
	80' TO 85' HIGH TREE
	85' TO 90' HIGH TREE
	90' TO 95' HIGH TREE
	95' TO 100' HIGH TREE
	100' TO 105' HIGH TREE
	105' TO 110' HIGH TREE
	110' TO 115' HIGH TREE
	115' TO 120' HIGH TREE
	120' TO 125' HIGH TREE
	125' TO 130' HIGH TREE
	130' TO 135' HIGH TREE
	135' TO 140' HIGH TREE
	140' TO 145' HIGH TREE
	145' TO 150' HIGH TREE
	150' TO 155' HIGH TREE
	155' TO 160' HIGH TREE
	160' TO 165' HIGH TREE
	165' TO 170' HIGH TREE
	170' TO 175' HIGH TREE
	175' TO 180' HIGH TREE
	180' TO 185' HIGH TREE
	185' TO 190' HIGH TREE
	190' TO 195' HIGH TREE
	195' TO 200' HIGH TREE
	200' TO 205' HIGH TREE
	205' TO 210' HIGH TREE
	210' TO 215' HIGH TREE
	215' TO 220' HIGH TREE
	220' TO 225' HIGH TREE
	225' TO 230' HIGH TREE
	230' TO 235' HIGH TREE
	235' TO 240' HIGH TREE
	240' TO 245' HIGH TREE
	245' TO 250' HIGH TREE
	250' TO 255' HIGH TREE
	255' TO 260' HIGH TREE
	260' TO 265' HIGH TREE
	265' TO 270' HIGH TREE
	270' TO 275' HIGH TREE
	275' TO 280' HIGH TREE
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	290' TO 295' HIGH TREE
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	350' TO 355' HIGH TREE
	355' TO 360' HIGH TREE
	360' TO 365' HIGH TREE
	365' TO 370' HIGH TREE
	370' TO 375' HIGH TREE
	375' TO 380' HIGH TREE
	380' TO 385' HIGH TREE
	385' TO 390' HIGH TREE
	390' TO 395' HIGH TREE
	395' TO 400' HIGH TREE
	400' TO 405' HIGH TREE
	405' TO 410' HIGH TREE
	410' TO 415' HIGH TREE
	415' TO 420' HIGH TREE
	420' TO 425' HIGH TREE
	425' TO 430' HIGH TREE
	430' TO 435' HIGH TREE
	435' TO 440' HIGH TREE
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	655' TO 660' HIGH TREE
	660' TO 665' HIGH TREE
	665' TO 670' HIGH TREE
	670' TO 675' HIGH TREE
	675' TO 680' HIGH TREE
	680' TO 685' HIGH TREE
	685' TO 690' HIGH TREE
	690' TO 695' HIGH TREE
	695' TO 700' HIGH TREE
	700' TO 705' HIGH TREE
	705' TO 710' HIGH TREE
	710' TO 715' HIGH TREE
	715' TO 720' HIGH TREE
	720' TO 725' HIGH TREE
	725' TO 730' HIGH TREE
	730' TO 735' HIGH TREE
	735' TO 740' HIGH TREE
	740' TO 745' HIGH TREE
	745' TO 750' HIGH TREE
	750' TO 755' HIGH TREE
	755' TO 760' HIGH TREE
	760' TO 765' HIGH TREE
	765' TO 770' HIGH TREE
	770' TO 775' HIGH TREE
	775' TO 780' HIGH TREE
	780' TO 785' HIGH TREE
	785' TO 790' HIGH TREE
	790' TO 795' HIGH TREE
	795' TO 800' HIGH TREE
	800' TO 805' HIGH TREE
	805' TO 810' HIGH TREE
	810' TO 815' HIGH TREE
	815' TO 820' HIGH TREE
	820' TO 825' HIGH TREE
	825' TO 830' HIGH TREE
	830' TO 835' HIGH TREE
	835' TO 840' HIGH TREE
	840' TO 845' HIGH TREE
	845' TO 850' HIGH TREE
	850' TO 855' HIGH TREE
	855' TO 860' HIGH TREE
	860' TO 865' HIGH TREE
	865' TO 870' HIGH TREE
	870' TO 875' HIGH TREE
	875' TO 880' HIGH TREE
	880' TO 885' HIGH TREE
	885' TO 890' HIGH TREE
	890' TO 895' HIGH TREE
	895' TO 900' HIGH TREE
	900' TO 905' HIGH TREE
	905' TO 910' HIGH TREE
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	935' TO 940' HIGH TREE
	940' TO 945' HIGH TREE
	945' TO 950' HIGH TREE
	950' TO 955' HIGH TREE
	955' TO 960' HIGH TREE
	960' TO 965' HIGH TREE
	965' TO 970' HIGH TREE
	970' TO 975' HIGH TREE
	975' TO 980' HIGH TREE
	980' TO 985' HIGH TREE
	985' TO 990' HIGH TREE
	990' TO 995' HIGH TREE
	995' TO 1000' HIGH TREE



BEGINNING OF 8' TALL CEDAR FENCE
(TO BE CONSTRUCTED ON RESIDENTIAL PROPERTY)

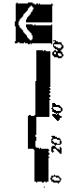
11 NORTH HOTEL PARKING AREA
END OF 8' TALL CEDAR FENCE
(TO BE CONSTRUCTED ON RESIDENTIAL PROPERTY)

MASONRY WALL TO SCREEN TRASH ENCLOSURE
(SEE F1.3)

HOTEL FOUNDATION PLANTING
(SEE SHEET F2.1)

MASONRY WALL TO SCREEN MECHANICAL ROOM
(SEE F1.3)

12 SOUTH HOTEL PARKING AREA



1 Overall Hotel Landscape Plan
SCALE: AS SHOWN

Refer to Site Plans and Elevations for Building Types and Information
Refer to Plant Palette (Sheet F2.2) for Plant Symbols, Species and Sizes

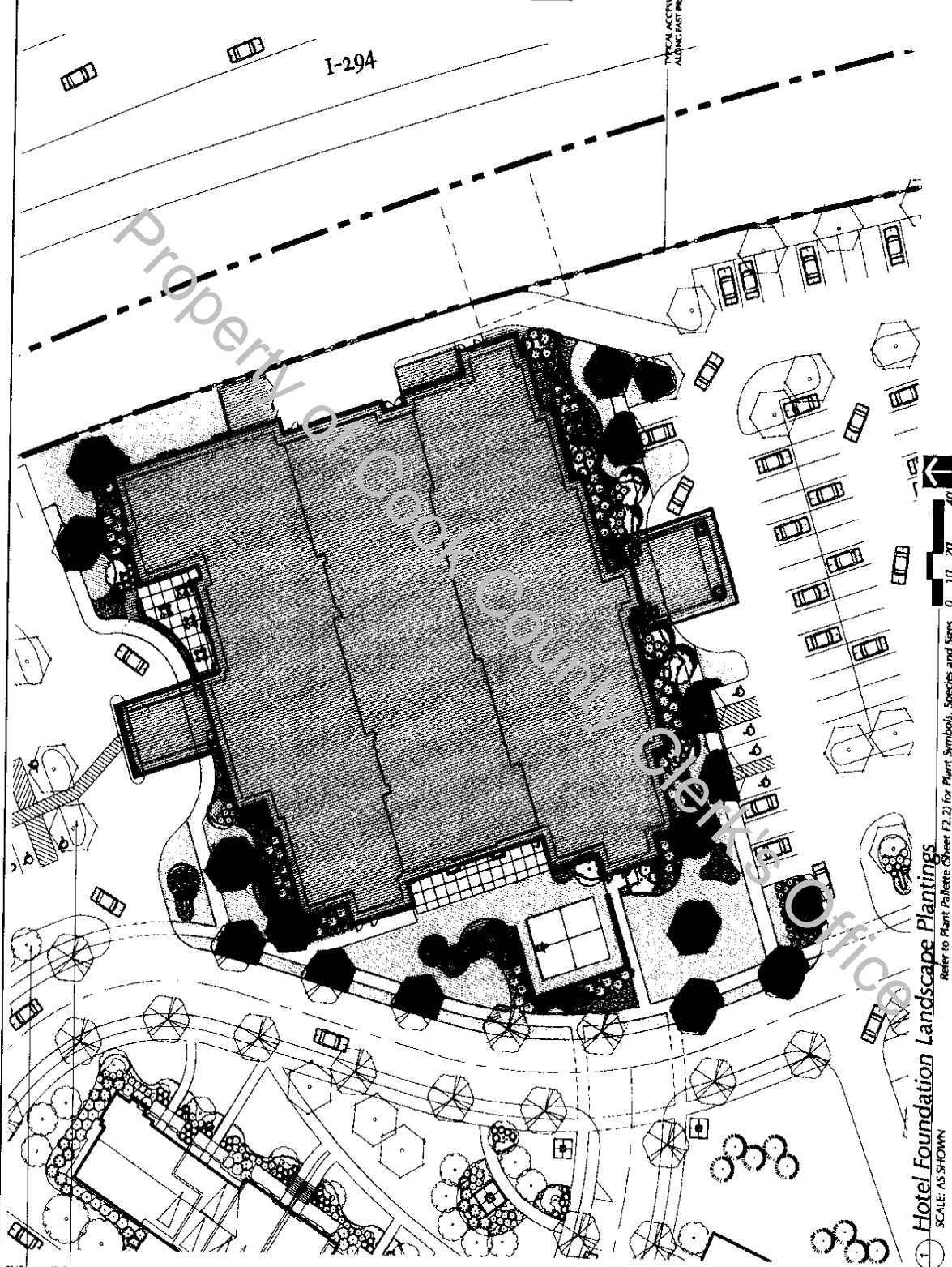
REVIEW DRAWINGS - NOT FOR CONSTRUCTION

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DATE	COMMENTS	REV	<p>PRELIMINARY HOTEL LANDSCAPE PLAN</p> <p>MIXED USE DEVELOPMENT</p> <p><i>Glenview, Illinois</i></p>	<p>GLENSTAR</p>		<table border="1"> <tr><td>DATE</td><td>BY</td><td>CHK</td></tr> <tr><td> </td><td> </td><td> </td></tr> </table>	DATE	BY	CHK				<p>F2.1</p>
DATE	BY	CHK											

KEY

- SPACE TREES
- MATURE TREES
- DECIDUOUS TREES
- ORNAMENTAL TREES
- UPRIGHT SHRUBS
- 24' UPRIGHT SHRUBS
- UPRIGHT SHRUBS - 48"
- SPREADING SHRUBS
- CLIMBING CLIMBERS
- GRASSES



① TYPICAL PERIMETER PARKING LOT PLANTING

② TYPICAL INTERIOR PARKING LOT PLANTING



① Hotel Foundation Landscape Plantings
 Refer to Plant Palette (Sheet F2.2) for Plant Symbols, Species and Sizes
 SCALE: AS SHOWN

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PRELIMINARY HOTEL LANDSCAPE PLAN
MIXED USE DEVELOPMENT

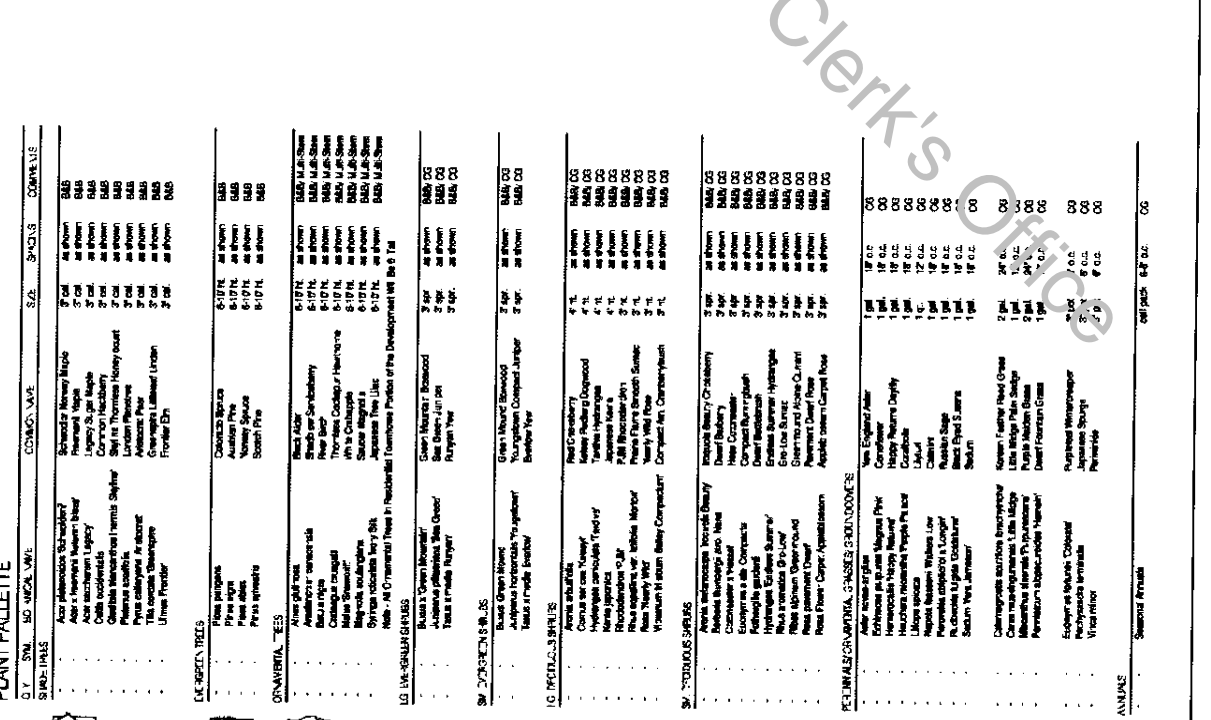
DATE: _____ REV: _____ COMMENTS: _____

GLENSTAR

F2.2

PLANT PALLETTE

QTY	SYN.	ISO	NO	SYMBOL	COMMON NAME	S.Z.	SPACINGS	COMMENTS
					Acacia saligna	5' tall	as shown	DBS
					Albizia julibrissin	5' tall	as shown	DBS
					Albizia julibrissin	5' tall	as shown	DBS
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					Albizia julibrissin	5' tall	as shown	DBS



REVIEW DRAWINGS - NOT FOR CONSTRUCTION

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PRELIMINARY HOTEL BUILDING ELEVATIONS
MIXED USE DEVELOPMENT
GLENVIEW, ILLINOIS

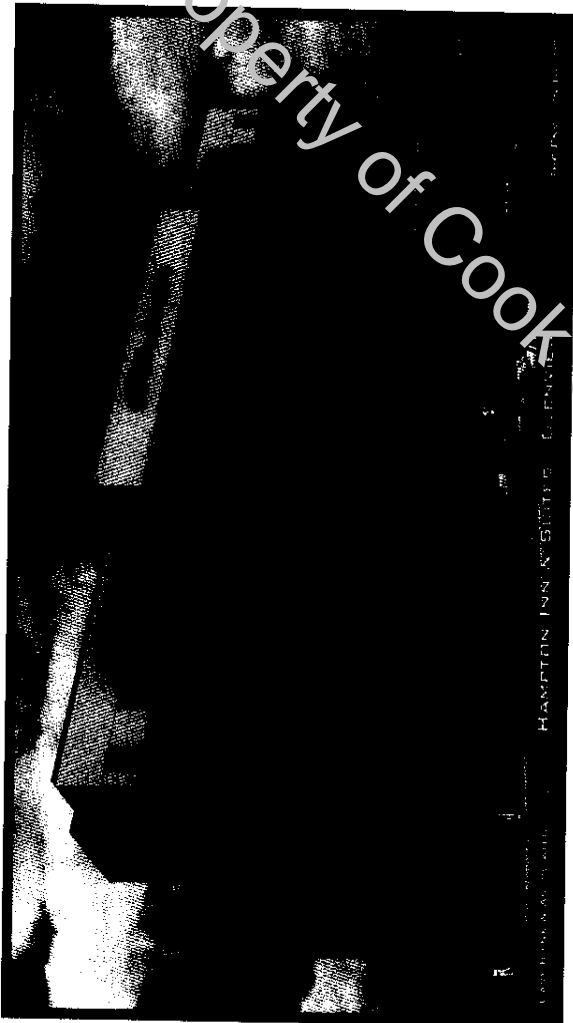
GLENSTAR



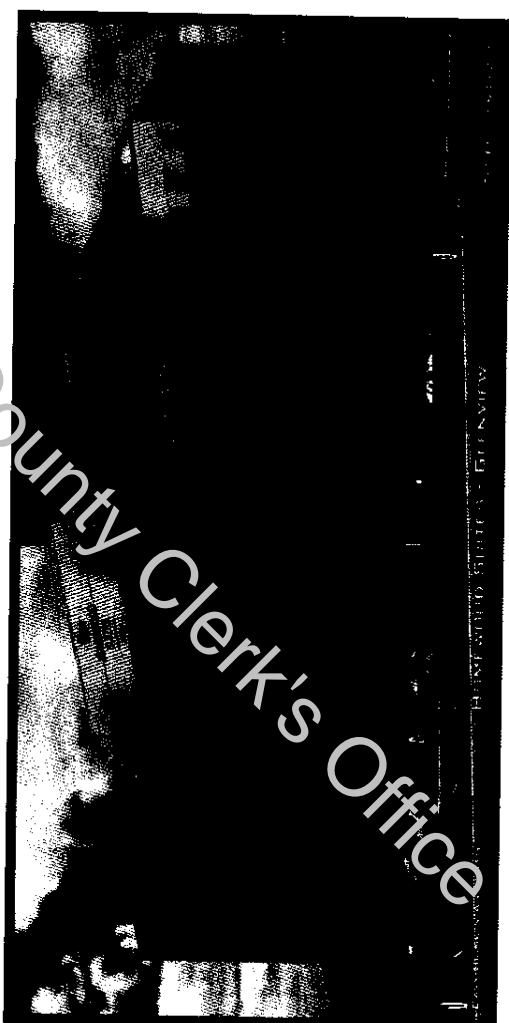
SHOWY
JAM
JAM
JAM
JAM
JAM
D-0201R

F3

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HAMPTON INN & SUITES
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HOMEWOOD SUITES
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PRELIMINARY HOTEL BUILDING ELEVATIONS

GLENSTAR

7000 N. STATE ST. SUITE 100
CHICAGO, IL 60630
TEL: (773) 424-1000
FAX: (773) 424-1001
WWW.GLENSTAR.COM

DATE: 1/11/11
DRAWN: JAM
CHECKED: JAM
APPROVED: JAM
REVISION:

F3.1

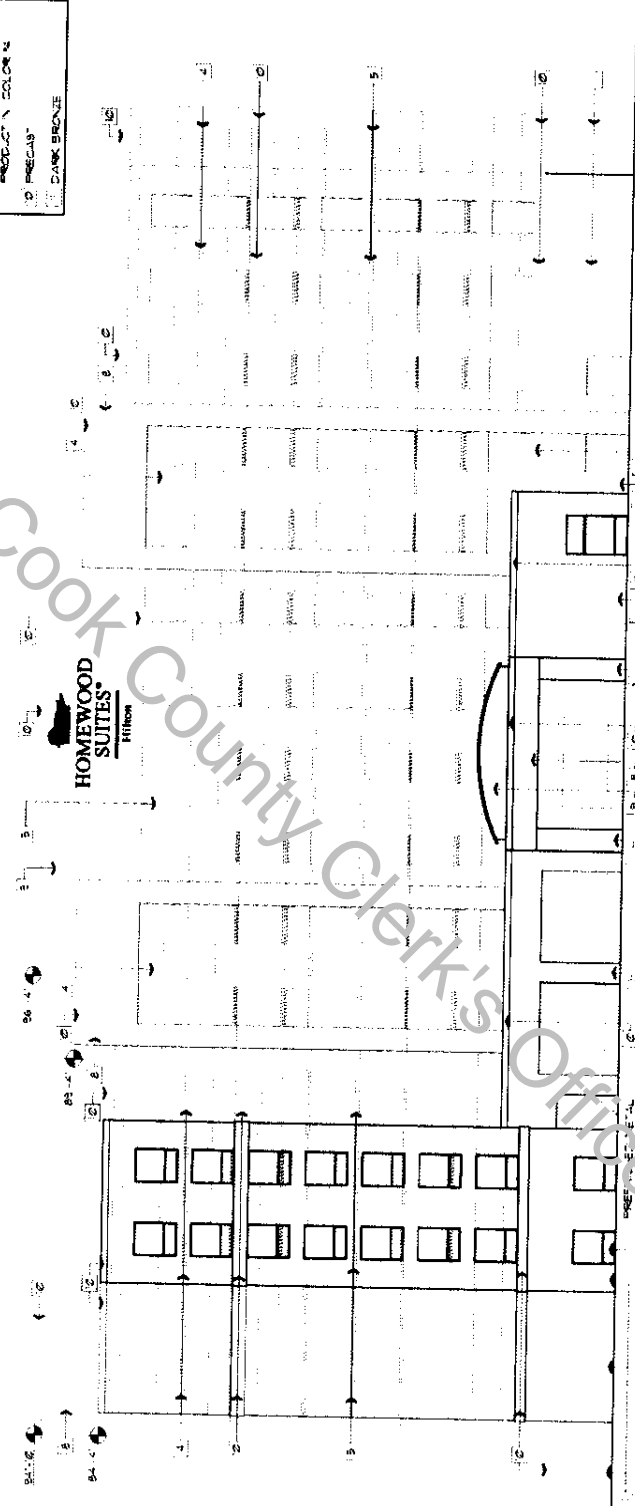


PROJECT: HAWKTON INN & SUITES / HOMEWOOD SUITES
CLIENT: RAYMOND MANAGEMENT COMPANY
7700 WILSON AVENUE, SUITE 100, WILSON, WISCONSIN

6.01

MATERIAL COLOR KEY

1. BRICK - TECHNICAL SPLIT FACED BLOCK
2. BRICK - COLOR 4
3. BRICK - COLOR 5
4. BRICK - COLOR 9
5. BRICK - COLOR 14
6. VILLAGE APPROVED STUCCO PRODUCT - COLOR 1
7. VILLAGE APPROVED STUCCO PRODUCT - COLOR 2
8. VILLAGE APPROVED STUCCO PRODUCT - COLOR 3
9. VILLAGE APPROVED STUCCO PRODUCT - COLOR 4
10. BRICK - DARK BRONZE



NORTH ELEVATION
PREPARED BY: JAM
CHECKED BY: JAM
DATE: 1/11/11

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PRELIMINARY HOTEL BUILDING
ELEVATIONS

GLENSTAR

7
TERRA
TERRAZZO
TILE
WOOD
METAL
GLASS
CONCRETE
STONE
BRICK
BLOCK
PAINT
FINISH
TEXTURE
COLOR
MATERIAL
FINISH
SCHEDULE

SHOWING
JAM
JAM
JAM
JAM
BEARING

F3.2



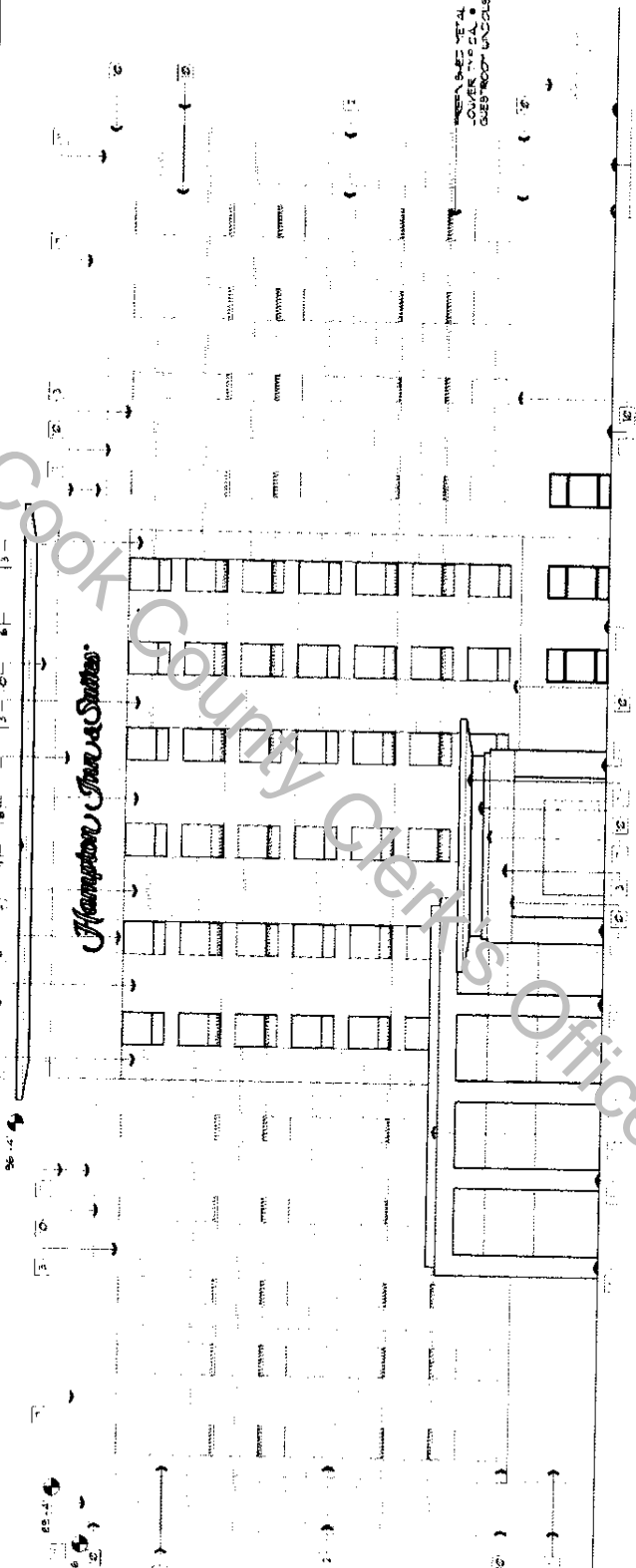
RAYMOND INN & SUITES
770 MARSHALL PORT RD. SUITE 100, HAWKSBURG, KY 40132
PH: (502) 238-1234
WWW.RAYMONDINN.COM

RAYMOND
HAMPTON INN & SUITES / HOMEWOOD SUITES
CLARK
RAYMOND MANAGEMENT COMPANY
770 MARSHALL PORT RD. SUITE 100, HAWKSBURG, KY 40132

6.03

MATERIAL COLOR KEY

1	PAVING BLOCKS/STRUCTURAL BRICK
2	2" x 4" BRICK IN COLOR 1
3	2" x 4" BRICK IN COLOR 2
4	2" x 4" BRICK IN COLOR 3
5	2" x 4" BRICK IN COLOR 4
6	VILLAGE APPROVED 8" x 16" BRICK IN COLOR 1
7	VILLAGE APPROVED 8" x 16" BRICK IN COLOR 2
8	VILLAGE APPROVED 8" x 16" BRICK IN COLOR 3
9	VILLAGE APPROVED 8" x 16" BRICK IN COLOR 4
10	PRECAST
11	DARK BRONZE



AREA SHOWN
LOWER LEVEL
GUESTROOM UNITS

SOUTH ELEVATION

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PRELIMINARY HOTEL BUILDING
ELEVATIONS

GLENSTAR



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DRAWN BY	DATE
CHECKED BY	DATE
APPROVED BY	DATE
PROJECT NO.	
CLIENT	
LOCATION	
SCALE	
SHEET NO.	
TOTAL SHEETS	

F3.3



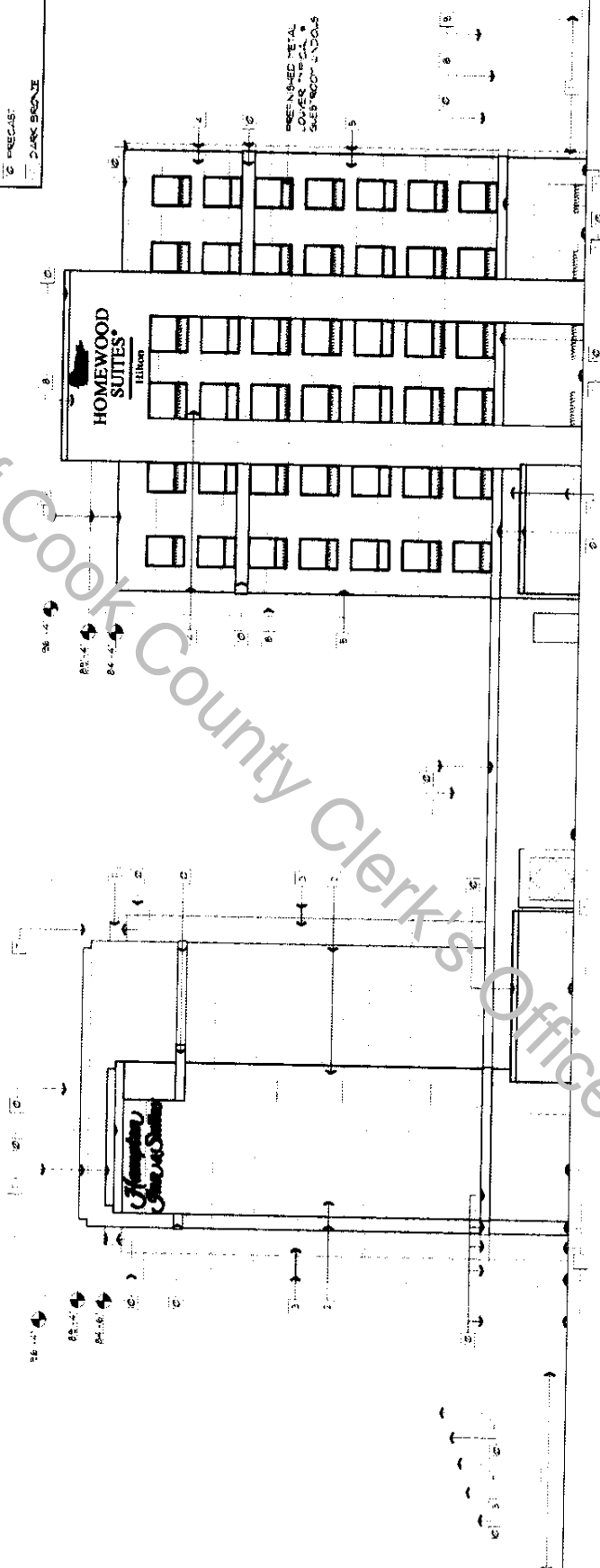
RAYMOND
MANAGEMENT COMPANY
7700 MARSHAL POINT RD SUITE 100 MARION, ILLINOIS 62959
TEL: 618-291-1100 FAX: 618-291-1101
WWW.RAYMONDMANAGEMENT.COM

PROJECT: HAWKTON INN & SUITES / HOMEWOOD SUITES
CLIENT: RAYMOND MANAGEMENT COMPANY
7700 MARSHAL POINT RD SUITE 100 MARION, ILLINOIS

6.04

MATERIAL COLOR KEY

- 8" x 16" SOLI-T-TEC™ FULL BRICK FACED BLOCK
- 3" x 6" BRICK IN COLOR #
- 3" x 6" BRICK IN COLOR #
- 3" x 6" BRICK IN COLOR #
- 3" x 6" BRICK IN COLOR #
- 7" W/GRAB APPROVED STUCCO PRODUCT IN COLOR #
- 7" W/GRAB APPROVED STUCCO PRODUCT IN COLOR #
- 7" W/GRAB APPROVED STUCCO PRODUCT IN COLOR #
- 7" W/GRAB APPROVED STUCCO PRODUCT IN COLOR #
- 7" W/GRAB APPROVED STUCCO PRODUCT IN COLOR #
- PRECAST
- DARK BRONZE



EAST ELEVATION

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PRELIMINARY HOTEL BUILDING ELEVATIONS

GLENSTAR



SEBASTYAN JAM
JAM
JAM
BLOOR

F3.4

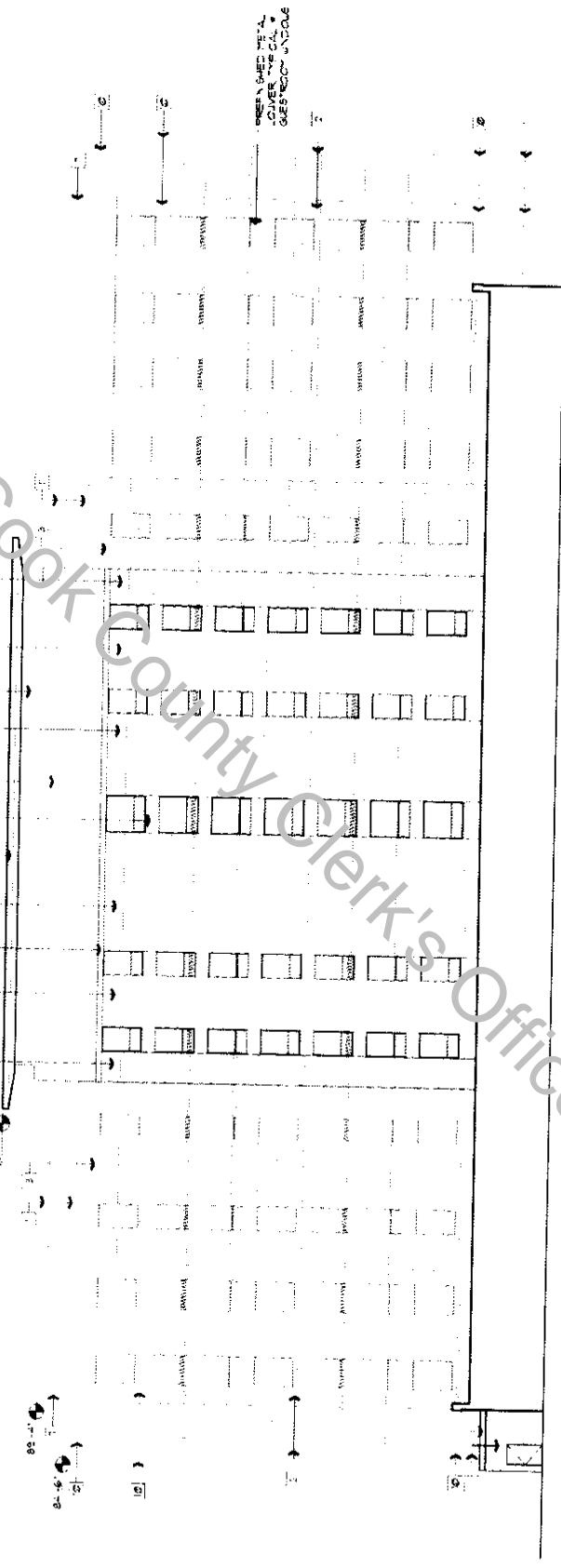


HAWFTON INN & SUITES / HOMEWOOD SUITES
GLASGOW, ILLINOIS
RAYMOND MANAGEMENT COMPANY
7700 MARSHAL POINT RD SUITE 100 MARION ILLINOIS

6.05

MATERIAL COLOR KEY

- 1) 8" x 16" ARCHITECTURAL SPLIT FACES BLOCK
- 2) 4" x 8" BRICK N COLOR 1
- 3) 4" x 8" BRICK N COLOR 2
- 4) 4" x 8" BRICK N COLOR 3
- 5) 4" x 8" BRICK N COLOR 4
- 6) WALLAGE APPROVED ST-2000 PRODUCT N COLOR 1
- 7) WALLAGE APPROVED ST-2000 PRODUCT N COLOR 2
- 8) WALLAGE APPROVED ST-2000 PRODUCT N COLOR 3
- 9) WALLAGE APPROVED ST-2000 PRODUCT N COLOR 4
- 10) INNECAS
- 11) DARK BRONZE



NORTH ELEVATION - HIDDEN

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PRELIMINARY HOTEL BUILDING
ELEVATIONS
EXPANSION DEVELOPMENT
GLENVIEW, ILLINOIS

GLENSTAR



STATION
JAN
JAN
JAN
JAN
JAN

F3.5



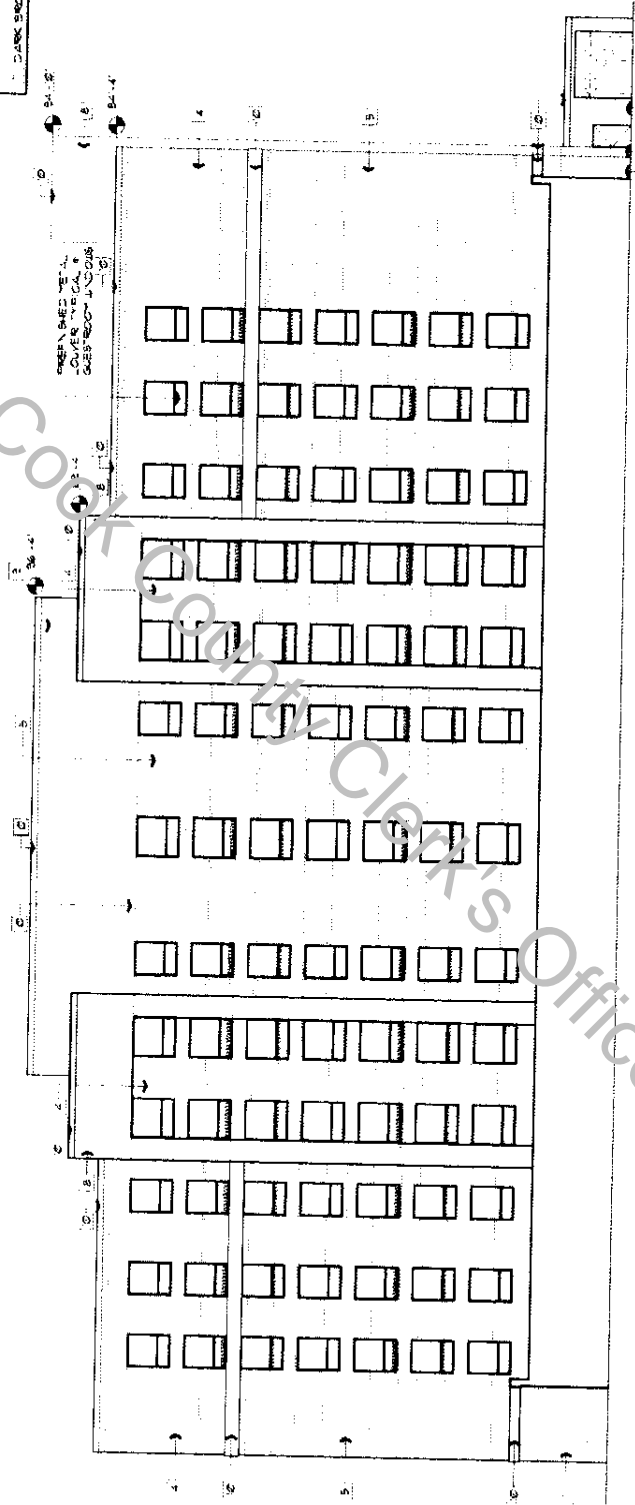
RAYMOND MANAGEMENT COMPANY
700 HERALD POINT RD SUITE 100 LAKEWOOD WISCONSIN
CLARENCE, ILLINOIS
RAYMOND MANAGEMENT COMPANY
700 HERALD POINT RD SUITE 100 LAKEWOOD WISCONSIN

RAYMOND MANAGEMENT COMPANY
700 HERALD POINT RD SUITE 100 LAKEWOOD WISCONSIN
CLARENCE, ILLINOIS
RAYMOND MANAGEMENT COMPANY
700 HERALD POINT RD SUITE 100 LAKEWOOD WISCONSIN

6.06

MATERIAL COLOR KEY

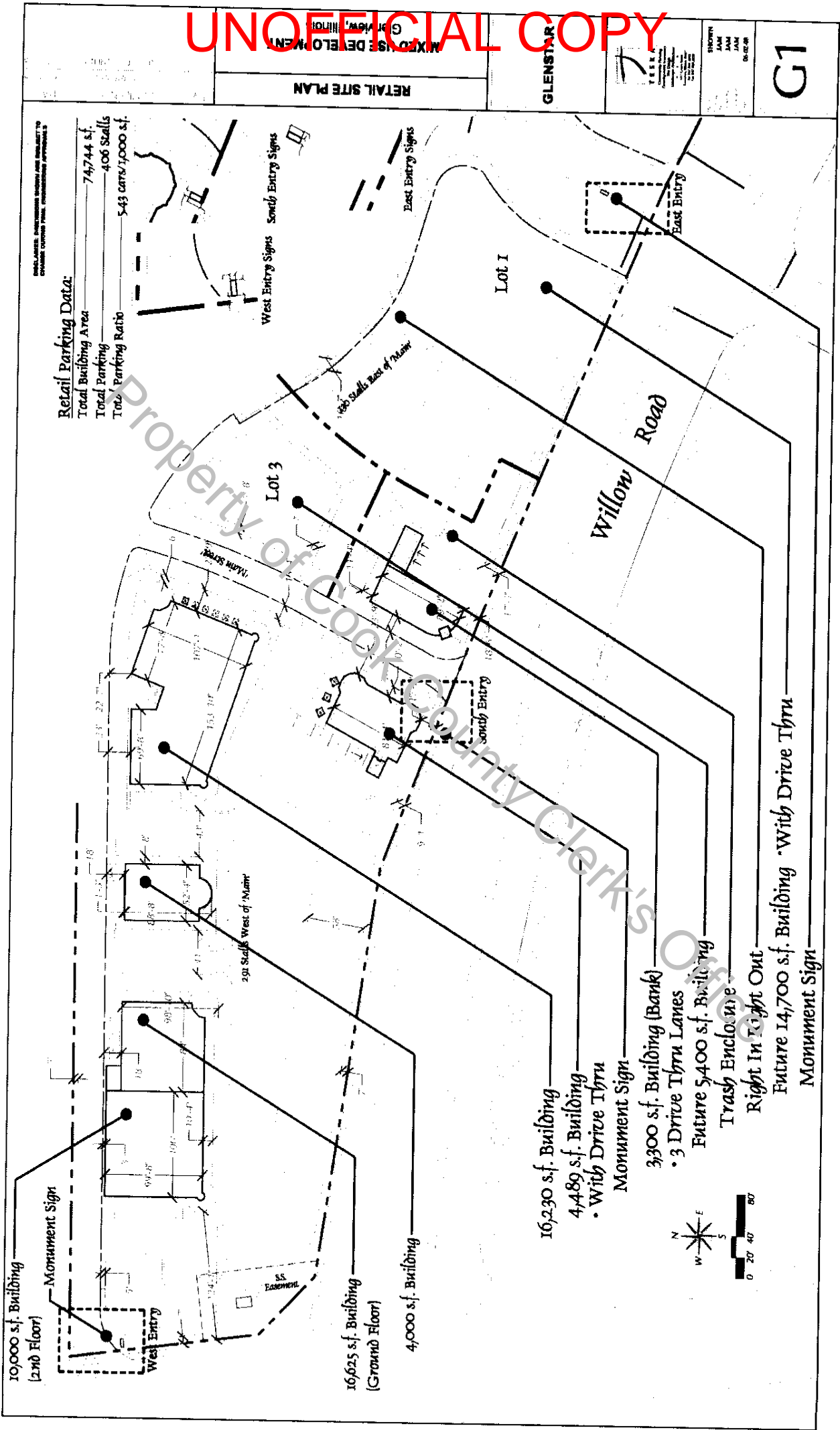
1. BRICK ARCHITECTURAL BRICK FACED BLACK
2. 1" x 1" BRICK N. COLOR #
3. 1" x 1" BRICK N. COLOR #
4. 1" x 1" BRICK N. COLOR #
5. 1" x 1" BRICK N. COLOR #
6. VILLAGE APPROVED STUCCO PRODUCT N. COLOR #
7. VILLAGE APPROVED STUCCO PRODUCT N. COLOR #
8. VILLAGE APPROVED STUCCO PRODUCT N. COLOR #
9. VILLAGE APPROVED STUCCO PRODUCT N. COLOR #
10. PRECAST
11. DARK BRONZE



SOUTH ELEVATION - HIDDEN

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RETAIL SITE PLAN

GLENSTAR

G1

RENDERINGS, DIMENSIONS, SHADINGS AND MATERIALS TO BE USED FOR THIS PLAN. CONSULTING ARCHITECTS

RETAIL PARKING DATA:

Total Building Area: 74,744 s.f.
Total Parking: 406 stalls
Total Parking Ratio: 543 cars/1,000 s.f.

West Entry Signs South Entry Signs

East Entry Signs

Lot 1

Lot 3

Willow Road

Main Street

230' Setback West of Main

120' Setback East of Main

Trash Enclosure

Right In Light Out

14,700 s.f. Building - With Drive Thru

Monument Sign



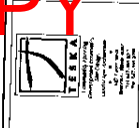
RETAIL SITE PLAN

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REV.	COMMENTS	DATE
1	P.C. COMMENTS	6/13/08
2	MLACE COMMENTS	7/30/08

PRELIMINARY
RETAIL LANDSCAPE PLAN
MIXED USE DEVELOPMENT

GLENSTAR

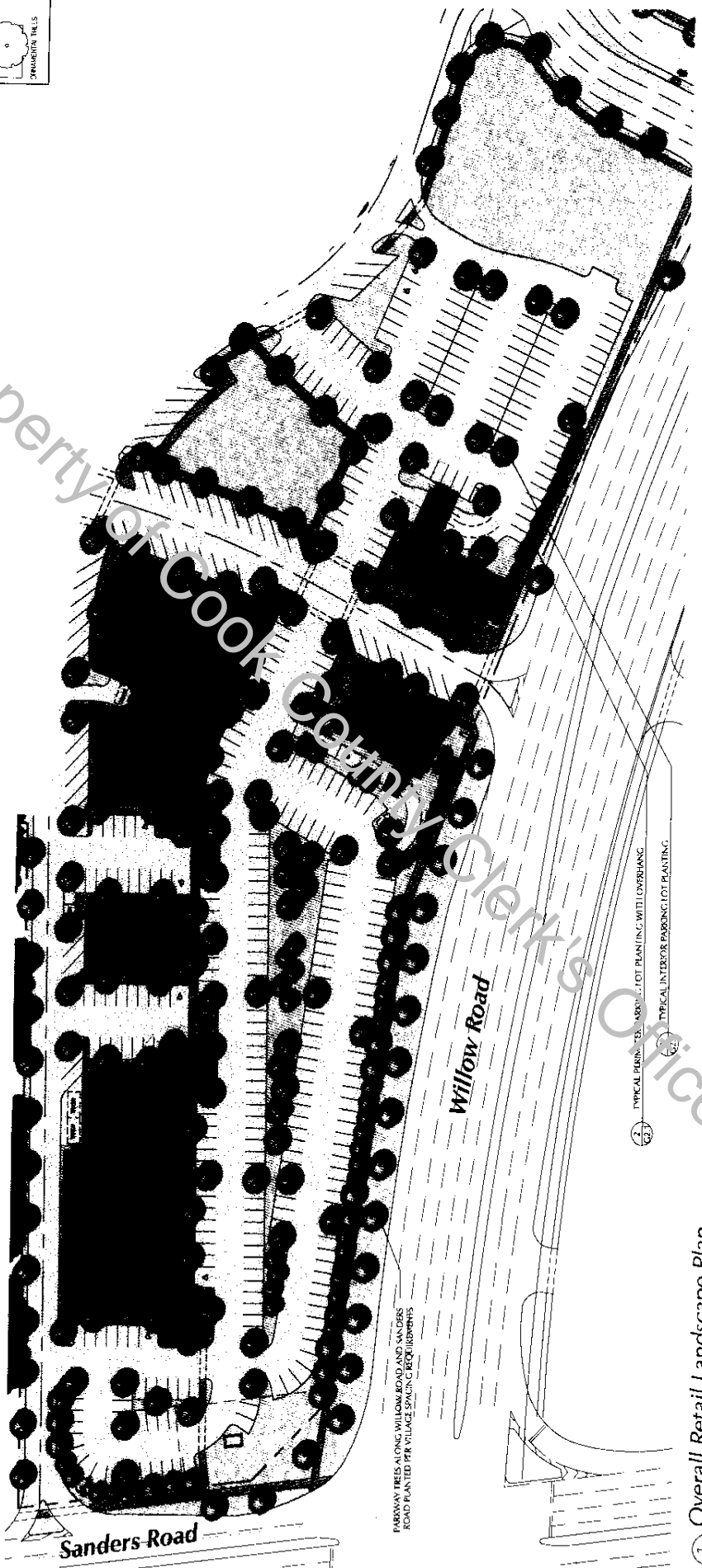


SHOWN	DATE
DATE	DATE
DATE	DATE
DATE	DATE

G2

KEY

	STREET TREES
	PLANTING PITS
	PAVEMENT TILES



Property of Cook County Clerk's Office



Refer to Site Plans and Elevations for Building Types and Information

REVIEW DRAWINGS - NOT FOR CONSTRUCTION

Overall Retail Landscape Plan
SCALE: AS SHOWN

PARAVAY TREES ALONG WILLOW ROAD AND SANDERS ROAD PLANTED PER VILLAGE SPACING REQUIREMENTS

1 TYPICAL PLANTING ALONG PARAVAY LOT PLANTING WITH LOWERING
2 TYPICAL INTERIOR PARKING LOT PLANTING

UNOFFICIAL COPY

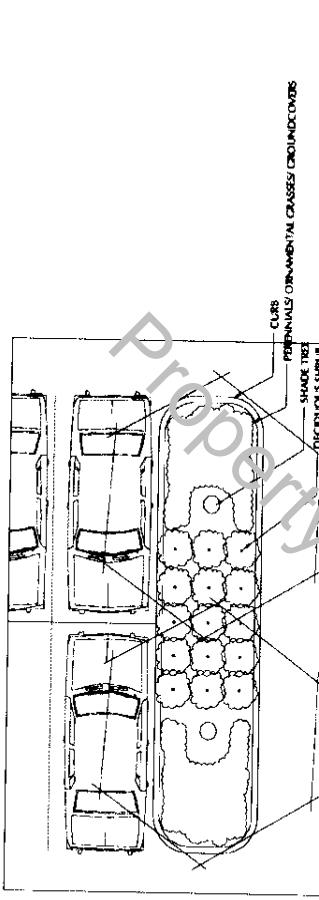
PRELIMINARY RETAIL LANDSCAPE PLAN MIXED USE DEVELOPMENT

GLENSTAR

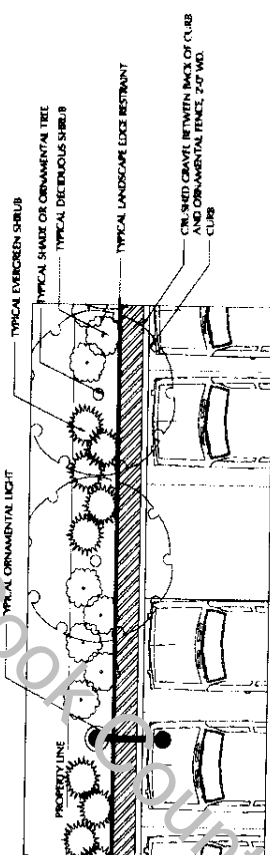
7
GLENSTAR
LANDSCAPE ARCHITECTS
10000 W. CENTRAL EXPRESSWAY
SUITE 100
DENVER, CO 80231
TEL: 303.733.7700
FAX: 303.733.7701
WWW.GLENSTAR.COM

G2.1

REV	COMMENTS	DATE



1. Typical Interior Parking Lot Planting
SCALE: AS SHOWN



2. Typical Perim. Parking Lot Planting with Overhang
SCALE: AS SHOWN
occurs along Willow Road frontage

PLANT PALLETTE

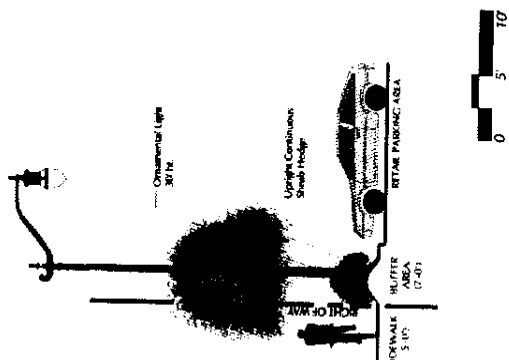
CITY	SYM	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	COMMENTS
SHADE TREES		Acer palmatum 'Spectabile'	Spectacular Norway Maple	3" cal.	as shown	SHL CO
		Acer x fraxinifolium 'Mormon Mite'	Flowering Maple	3" cal.	as shown	SHL CO
		Carya cordata 'Lugger'	Lugger's Hickory	3" cal.	as shown	SHL CO
		Quercus macrocarpa 'normal'	Normal White Oak	3" cal.	as shown	SHL CO
		Platanus occidentalis	American Sycamore	3" cal.	as shown	SHL CO
		Prunella pennsylvanica	Prairie Dog Rose	3" cal.	as shown	SHL CO
		Ulmus americana	American Elm	3" cal.	as shown	SHL CO
EVERGREEN TREES		Thuja occidentalis	Green Garden Arborvitae	6-12" H.	as shown	SHL CO
		Yucca filamentosa	Adam's Needle	6-12" H.	as shown	SHL CO
ORNAMENTAL TREES		Prunella pennsylvanica	Prairie Dog Rose	6-12" H.	as shown	SHL CO
E. EVERGREEN SHRUBS		Juniperus horizontalis	Groundcover Juniper	3" sp.	as shown	SHL CO
S. EVERGREEN SHRUBS						
D. DECIDUOUS SHRUBS						
S. DECIDUOUS SHRUBS						
PERENNIALS/ORNAMENTAL GRASSES/CROLDUCKCOVERS						

REVIEW DRAWINGS - NOT FOR CONSTRUCTION

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PRELIMINARY RETAIL LANDSCAPE PLAN MIXED USE DEVELOPMENT Glenview, Illinois	GLENSTAR		SHEET NO. JANUARY 2024 JAM 06/22/24	G2.2

Property of Cook County Clerk's Office



Landscape Section Along Willow Road

SCALE: AS SHOWN

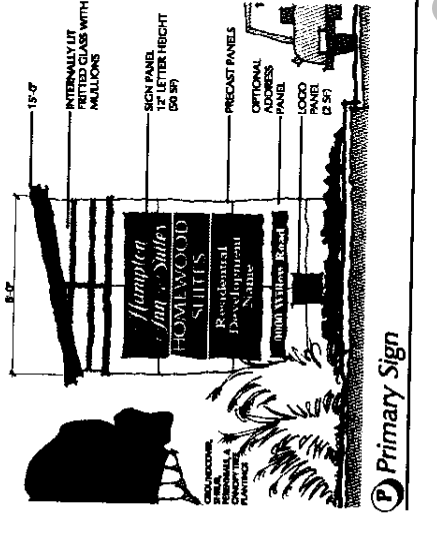
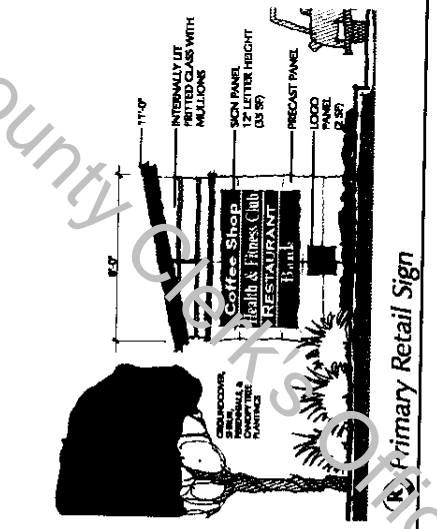
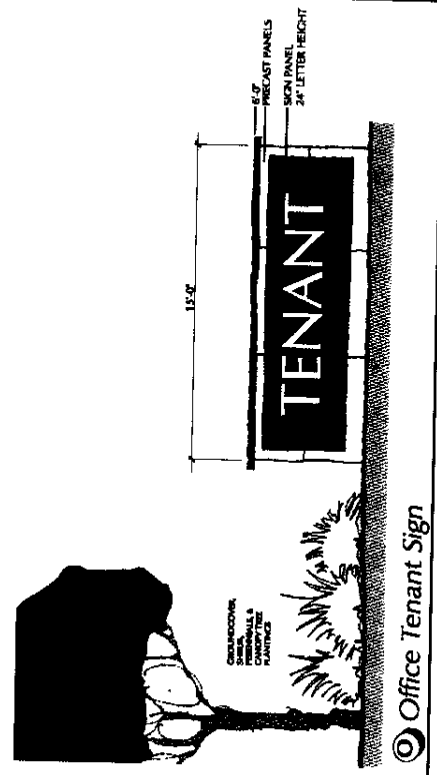
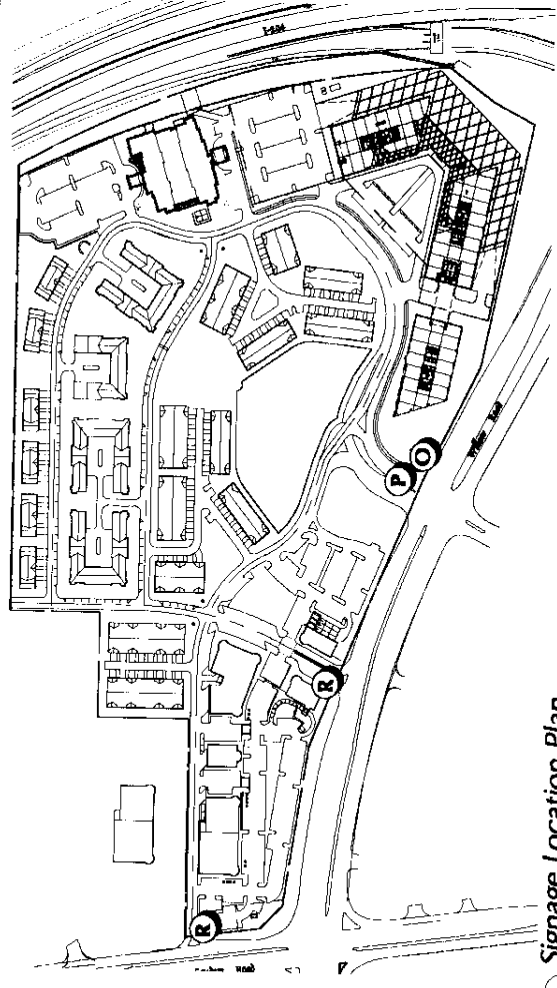
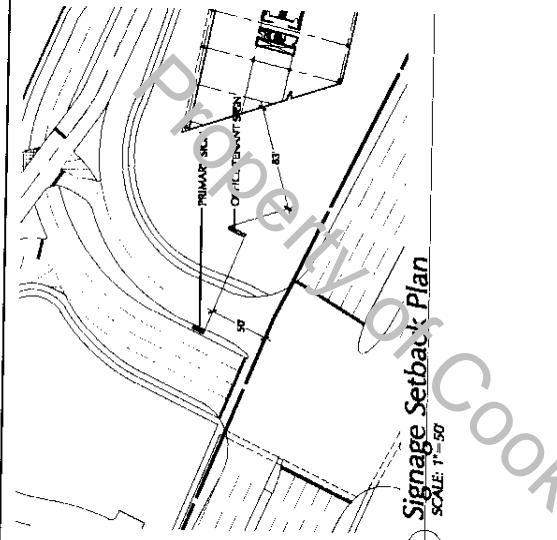
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DATE	COMMENTS	REV	PRELIMINARY SIGNAGE PLAN
			MIXED USE DEVELOPMENT
			Glenview, Illinois

GLENSTAR

DATE	BY	CHKD
07/28/16	JAK	JAK

G.3



3 Conceptual Signage Family
SCALE: AS SHOWN

2 Primary Retail Sign

1 Primary Sign

PROGRESS DRAWINGS - NOT FOR CONSTRUCTION

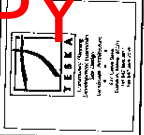
UNOFFICIAL COPY

DATE	COMMENTS	REV.
7/30/08	VILLAGE COMMENTS	2
6/13/08	P.C. COMMENTS	1

STREET SYSTEMS PLAN

MARKUS DEVELOPMENT
Glenview, Illinois

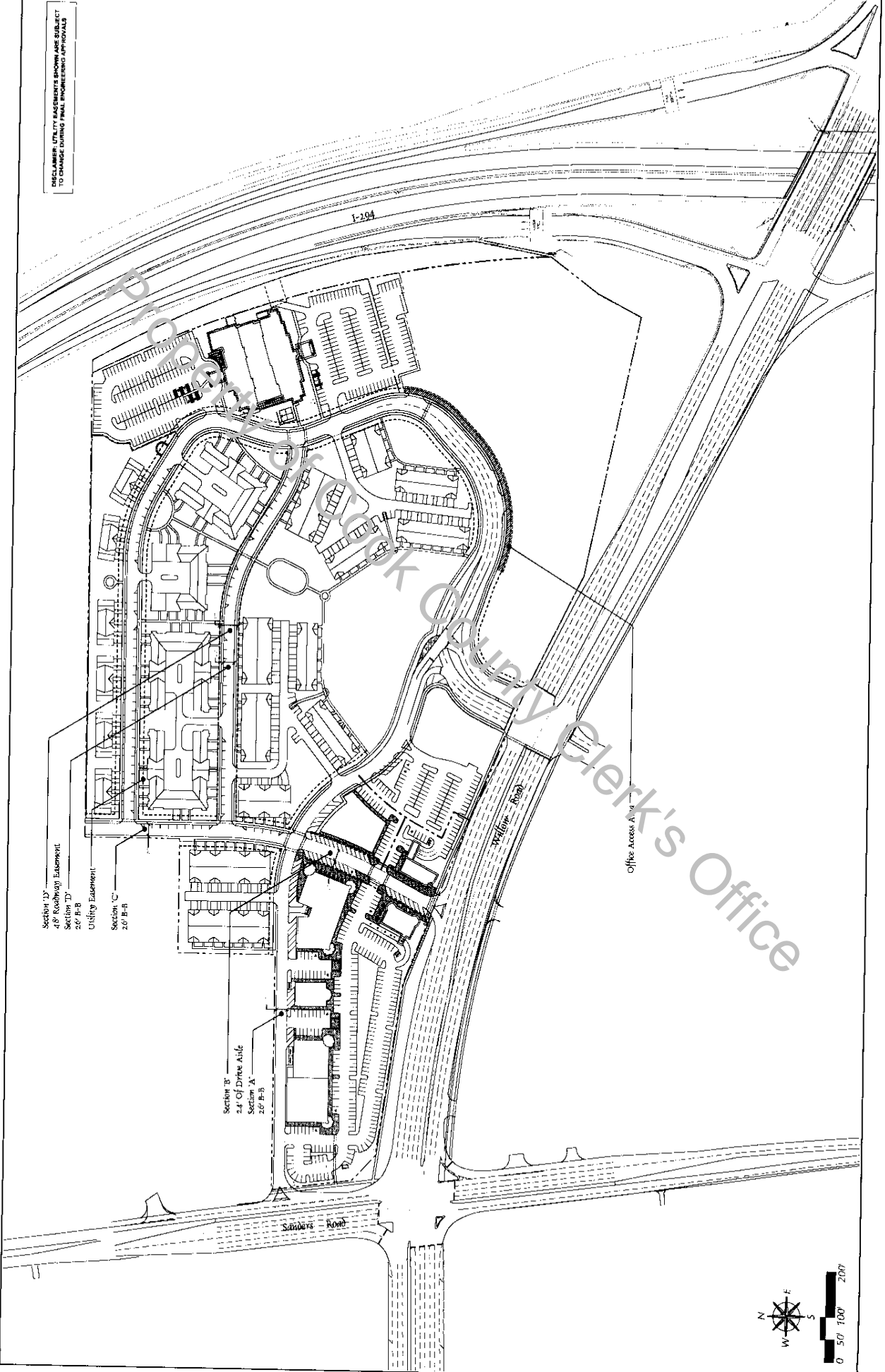
GLENSTAR



STATION	DATE
1000	JAN
1001	JAN
1002	JAN
1003	JAN
1004	JAN
1005	JAN
1006	JAN
1007	JAN
1008	JAN
1009	JAN
1010	JAN
1011	JAN
1012	JAN
1013	JAN
1014	JAN
1015	JAN
1016	JAN
1017	JAN
1018	JAN
1019	JAN
1020	JAN

17

DECLAMER: UTILITY BASEMENTS SHOWN ARE SUBJECT TO CHANGE DURING FINAL ENGINEERING APPROVALS

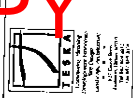


UNOFFICIAL COPY

REV.	COMMENTS	DATE
1	P.C. COMMENTS	6/13/08
2	VILLAGE COMMENTS	7/30/08

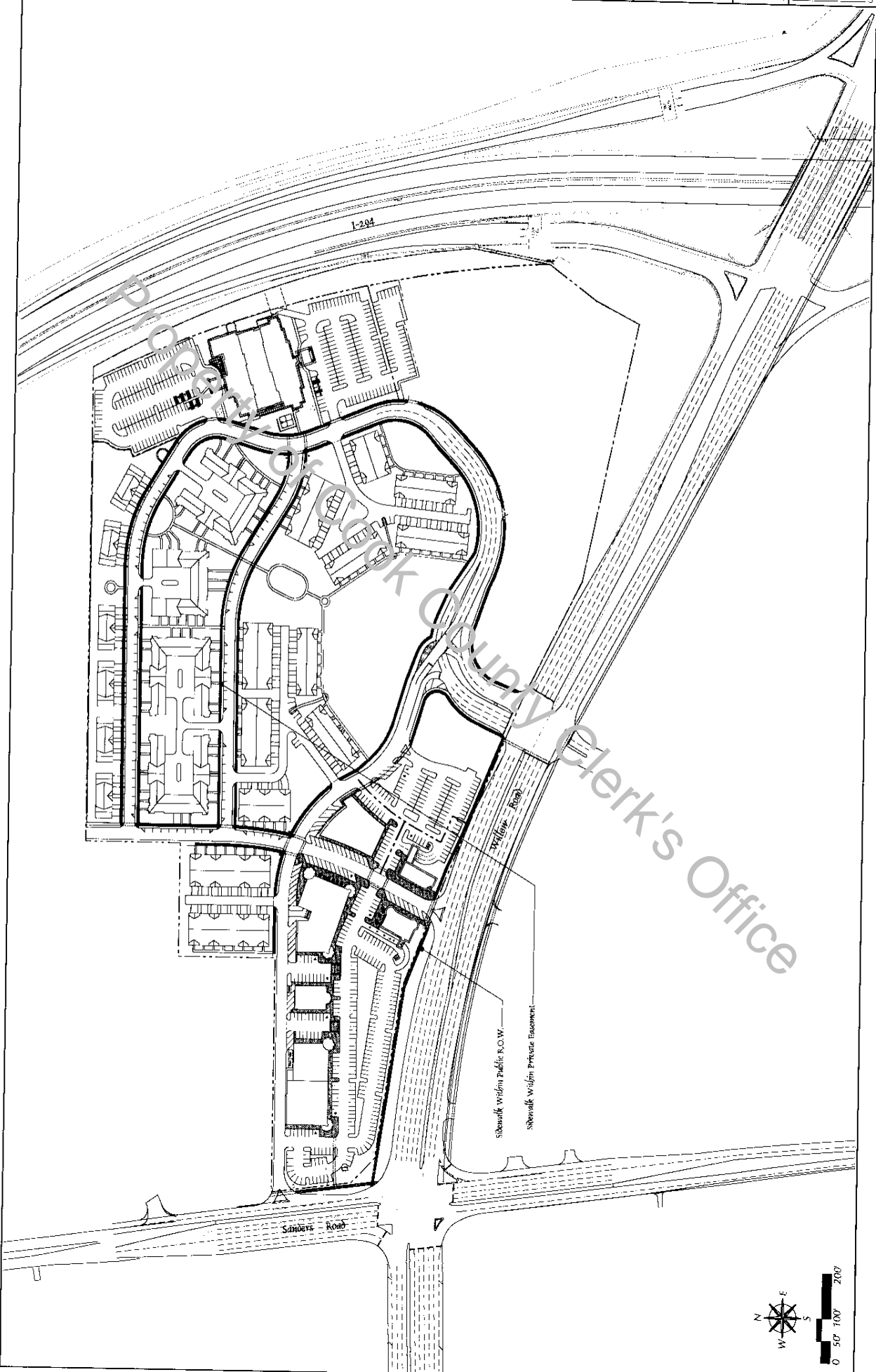
SIDEWALK PLAN

GLENSTAR



DATE	DESIGNED	DATE
6/13/08	JAN	JAN
	CHIEF ENGINEER	DATE
	CHIEF ENGINEER	DATE

12



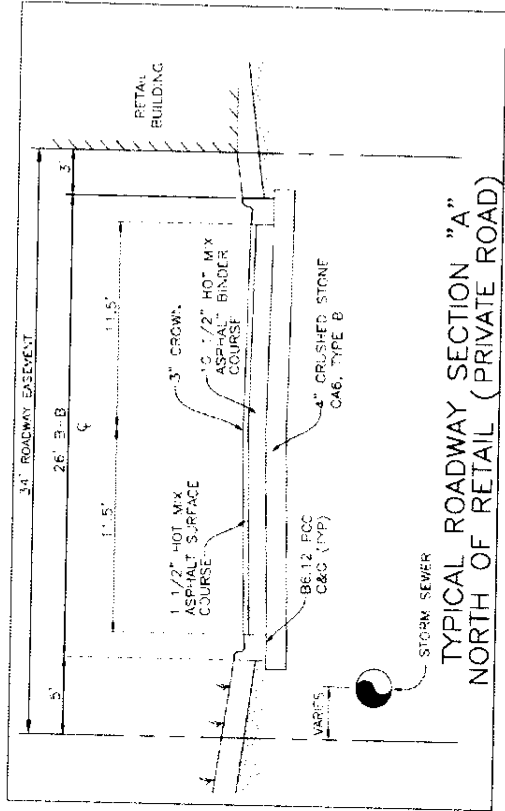
UNOFFICIAL COPY

GENERAL UTILITY PLANS

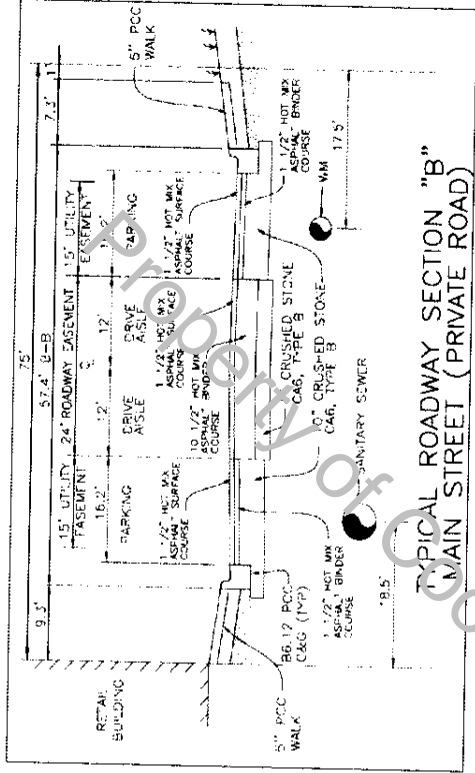
GLENSTAR

7	DATE	11/16/07
	DRAWN BY	JAM
	CHECKED BY	JAM
	PROJECT NO.	06-00109

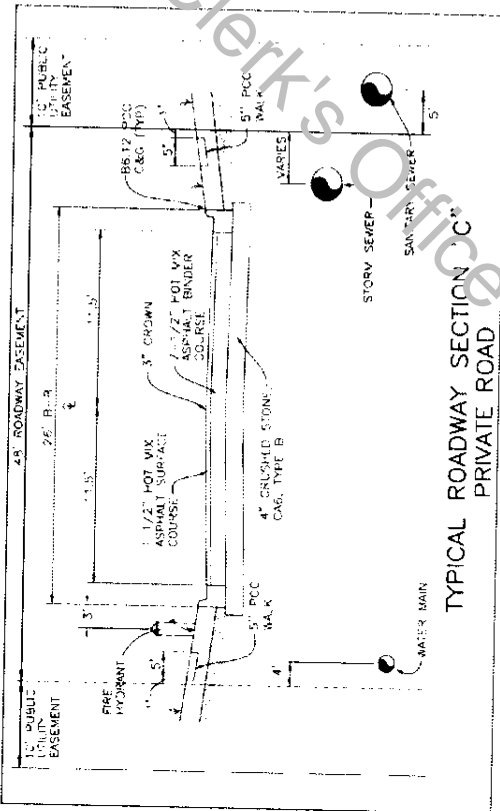
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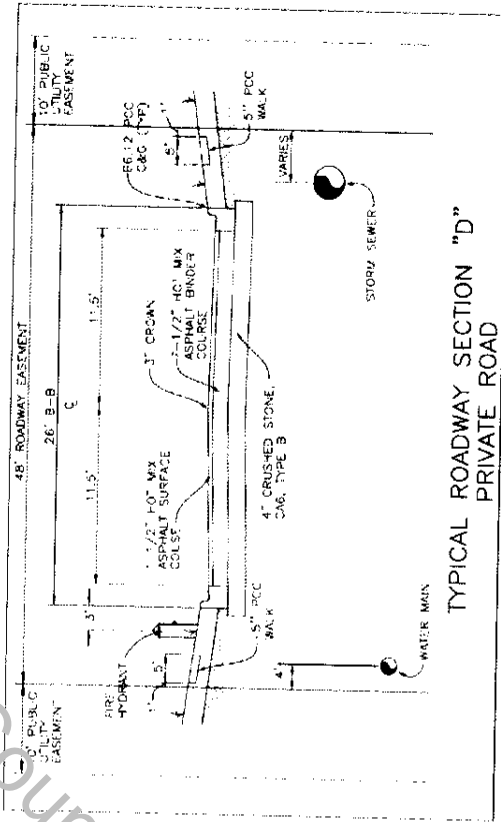
SECTION A:
DIMENSIONS AS SHOWN



SECTION B:
DIMENSIONS AS SHOWN



SECTION C:
DIMENSIONS AS SHOWN



SECTION D:
DIMENSIONS AS SHOWN

UNOFFICIAL COPY

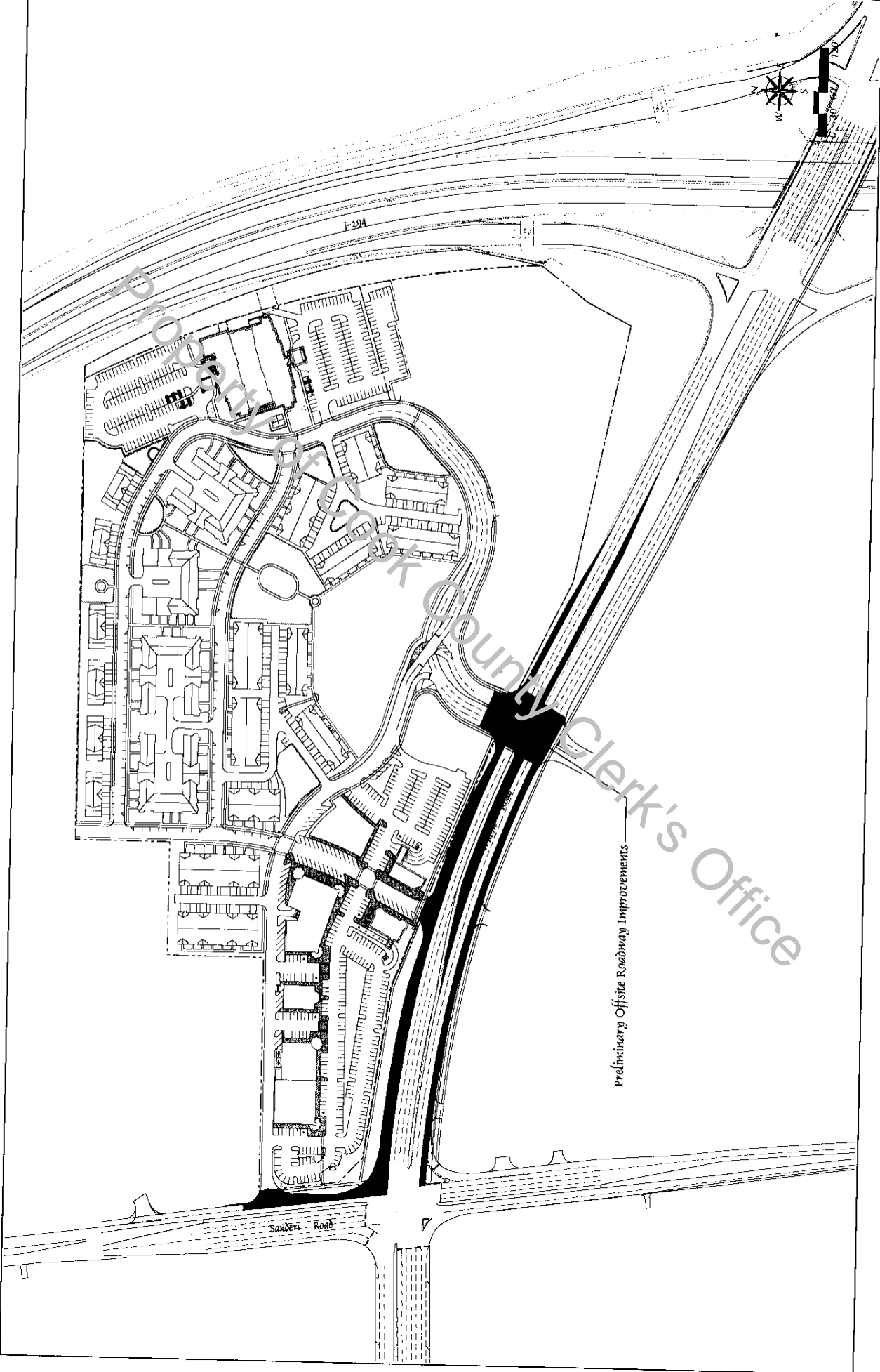
DATE	COMMENTS	REV	PRELIMINARY OFFSITE ROADWAY IMPROVEMENTS
6/13/08	P.C. COMMENTS	1	
7/30/08	VILLAGE COMMENTS	2	

GLENSTAR

1100 S. WILSON AVE.
 GLENVIEW, ILLINOIS 60025
 TEL: 847.434.1100
 FAX: 847.434.1101
 WWW.GLENSTAR.COM

TEKKA	
PROJECT NO.	08-202-008
DATE	06-27-08
DESIGNED BY	JAMM
CHECKED BY	JAMM
SCALE	AS SHOWN

J



Preliminary Offsite Roadway Improvements

PROJECT OF THE BOARD OF CLERK'S OFFICE