



**FOURTH AMENDMENT TO WILLOW ROAD CORRIDOR A
PROVIDING FOR
THE REVIEW AND APPROVAL OF A REDEVELOPMENT PROPOSAL
FOR THE CULLIGAN PROPERTY**

THIS FOURTH AMENDMENT TO THE WILLOW ROAD CORRIDOR AGREEMENT ("**Amendment**") is made and entered into as of the _____ of _____, 2012, by and between the VILLAGE OF NORTHBROOK, an Illinois home rule municipal corporation ("**Northbrook**"), and the VILLAGE OF GLENVIEW, an Illinois home rule municipal corporation ("**Glenview**").

IN CONSIDERATION OF the recitals and mutual covenants and agreements set forth in this Amendment, the receipt and sufficiency of which are hereby acknowledged and agreed to by Northbrook and Glenview, the parties agree as follows:

RECITALS

A. Both Glenview and Northbrook are home rule units of local government by virtue of the provisions of the Illinois Constitution of 1970.

B. On March 12, 1990, Glenview and Northbrook entered into that certain Willow Road Corridor Agreement (the "**Corridor Agreement**") to establish certain municipal jurisdiction boundaries and to provide for responsible and compatible land use planning and administration. The Corridor Agreement was recorded in the office of the Cook County Recorder on March 14, 1990 as Document No. 90114194.

C. On June 12, 2007, Glenview and Northbrook executed a certain First Amendment to the Willow Road Corridor Agreement. D. On June 12, 2007, Glenview and Northbrook executed a certain Second Amendment to the Willow Road Corridor Agreement.

E. On July 1, 2008 Glenview and Northbrook executed a certain Third Amendment to the Willow Road Corridor Agreement.

F. Among the territories governed by the Corridor Agreement is the approximately 40 acre parcel located in unincorporated Cook County, North of Willow Road and West of the I-294 Tri-State Tollway, formerly owned and occupied by Culligan International. G. The Culligan Property is located within that geographic region defined in the Corridor Agreement as "Territory A," and had been zoned and developed, for office use in unincorporated Cook County.

G. In November 2006, Culligan International sold the Culligan Property to GlenStar Properties LLC ("**GlenStar**").

H. Northbrook and Glenview entered into a certain Intergovernmental Agreement dated April 3, 2007 ("**IGA**") in order to, among other things, establish the process through which both Villages would develop a concept plan for the Culligan Property. In accordance with the process established by the IGA, Northbrook and Glenview adopted the Joint Community Concept Plan attached hereto and incorporated herein by reference as **Exhibit A** ("**JCCP**").

I. GlenStar has indicated to Northbrook and Glenview that due to current market conditions, it desires to continue redeveloping the Culligan Property with land uses other than

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those previously contemplated and approved in the JCCP and, as such, desires to amend the Willow Road Corridor Agreement.

J. Northbrook and Glenview are willing to consider GlenStar's proposal for, provided their respective planning, economic, traffic, infrastructure, and related concerns are adequately and appropriately addressed.

K. Northbrook and Glenview desire to enter into this Fourth Amendment in order to replace the JCCP and approve the Amended Joint Community Concept Plan ("AJCCP").

L. Northbrook and Glenview have the power and authority to enter into this Amendment pursuant to their respective home rule powers; the provisions of Article VII, Section 10 of the Illinois Constitution of 1970; the Local Land Resource Management Planning Act, 50 ILCS 805/6; and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*

IN CONSIDERATION OF THE RECITALS and mutual covenants and agreements set forth in this Amendment, the parties agree as follows:

Section 1. Recitals. The foregoing recitals are hereby incorporated into this Fourth Amendment.

Section 2 Approval of Redevelopment Proposal for the Culligan Property – the Amended Joint Community Concept Plan (AJCCCP)

A. The Amended Joint Community Concept Plan for the Culligan Property (**Exhibit B** to this Amendment) shall be and is hereby approved and adopted.

(i) The AJCCP shall provide for the following land uses:

- (a) Office
- (b) Rental Apartments
- (c) Health club and retail
- (d) Daycare center
- (e) Future development consisting of either a hotel or office

(ii) The redevelopment of the Culligan Property as set forth above shall be consistent with the Village of Glenview Zoning Ordinance and regulations, unless otherwise approved by the Village Board and Trustees as a variance, after a public hearing before the Village of Glenview Zoning Board of Appeals.

B. The standards for development of the Culligan Property shall be those standards, principles, criteria, and requirements set forth in the JCCP and the land uses set forth in the AJCCP.

C. The AJCCP land uses shall apply in lieu of the Standards for Development of Territory A set forth on Exhibit B to the Corridor Agreement. Further, in the event of any conflict or inconsistency between (i) the JCCP or AJCCP Standards and (ii) any standards or requirements set forth in the Glenview Codes applicable to the Culligan

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Property, the AJCCP Standards shall control. In the event that the AJCCP Standards are silent with respect to any development standard, the Glenview Codes shall apply.

Section 3. Execution of Amendment.

A. Glenview. Glenview herein agrees to execute four duplicate originals of this Amendment on or before _____.

B. Northbrook. Northbrook herein agrees to execute four duplicate originals of this Amendment on or before _____.

Section 4. Continued Cooperation. The parties agree to continue to cooperate and work together to promote and achieve the goals of this Fourth Amendment, provided however that the joint meetings of the corporate authorities shall occur only on an as needed basis. The parties further agree that, except as expressly amended or modified in this Fourth Amendment, all terms and conditions of the Corridor Agreement and the prior amendments shall remain in full force and effect.

Section 5. Defined Terms. All terms shall have the meaning set forth in the recitals or body of this Fourth Amendment or in the Corridor Agreement.

Section 6. General Provisions.

A. Notice. Any notice or communication required or permitted to be given under this Amendment shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, or (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Amendment, notices shall be deemed received upon the earlier of (a) actual receipt; or (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received.

All notices and communications shall be addressed to, and delivered at, the following addresses:

For notices and communications to Northbrook:

Village of Northbrook
Attention: Village Manager
1225 Cedar Lane
Northbrook, Illinois 60062

For notices and communications to Glenview:

Village of Glenview
Attention: Village Manager
1225 Waukegan Road
Glenview, Illinois 60025

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B. Non-Waiver. Neither party shall be under an obligation to exercise any of the rights granted to it in this Amendment. The failure of either party to exercise at any time any such right shall not be deemed or construed to be a waiver thereof, nor shall such failure void or affect the party's right to enforce such right or any other right.

C. Severability. It is hereby expressed to be the intent of the parties hereto that should any provision, covenant, agreement, or portion of this Amendment or its application to any person, entity, or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Amendment and the validity, enforceability, and application to any person, entity, or property shall not be impaired thereby, but such remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Amendment to the greatest extent permitted by applicable law.

D. Exhibits. Exhibits A and B attached to this Amendment are, by this reference, incorporated in and made a part of this Amendment. In the event of a conflict between an exhibit and the text of this Amendment, the text of this Amendment shall control.

E. Amendments and Modifications. No amendment or modification to this Amendment shall be effective unless and until it is reduced to writing and approved and executed by all parties to this Amendment.

F. Calendar Days and Time. Any reference herein to "day" or "days" shall mean calendar and not business days. If the date for giving of any notice required to be given hereunder or the performance of any obligation hereunder falls on a Saturday, Sunday or Federal holiday, then said notice or obligation may be given or performed on the next business day after such Saturday, Sunday or Federal holiday.

G. No Third Party Beneficiaries. No claim as a third party beneficiary under this Amendment by any person, firm or corporation shall be made, or be valid against the parties.

H. Litigation Against the Parties. If, during the term of this Amendment, any lawsuits or proceedings are filed or initiated against either party before any court, commission, board, bureau, agency, unit of government or sub-unit thereof, arbitrator, or other instrumentality, that may materially affect or inhibit the ability of either party to perform its obligations under, or otherwise to comply with, this Amendment, the party against whom the lawsuits or proceedings are filed or initiated shall promptly deliver a copy of the complaint or charge related thereto to the other party and shall thereafter keep the other party fully informed concerning all aspects of such lawsuit or proceeding. Such other party may join in such litigation in support of the other party in the manner and to the extent provided by law.

I. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, and when taken together shall constitute the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized representatives as of the date first above written.

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GLENVIEW:

VILLAGE OF GLENVIEW, an Illinois home rule municipal corporation

By: *Kerry D. Cummings*
Kerry D. Cummings, President

Attest:

Todd Hileman
Todd Hileman, Village Clerk

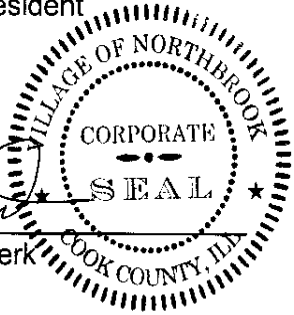
NORTHBROOK:

VILLAGE OF NORTHBROOK, an Illinois home rule municipal corporation

By: *Sandra C. Frum*
Sandra Frum, President

Attest:

Debra J. Ford
Debra J. Ford, Village Clerk



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Exhibit A

Joint Community Concept Plan

(See Attached)

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A large, dense area of black scribbles, likely representing redacted content or a signature, is centered on the page. The scribbles are thick and overlapping, completely obscuring any text or graphics that might have been there.

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EXHIBIT A

**Joint Community
Concept Plan
For the Culligan
Property**

**Recommended by the Joint Planning
Team for the Culligan Property**

Approved June 12, 2007

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**Part A: Joint Community Concept Plan
Development Standards**

Part B: Maps & Illustrations

JOINT PLANNING TEAM MEMBERS:

Kerry Cummings (President, Village of Glenview)
Gene Marks (President, Village of Northbrook)
Ellen Dean (Glenview Appearance Commission)
Sandy Frum (Trustee, Village of Northbrook)
Brett Karson (Northbrook Plan Commission)
Mary Novotny (Member, Glenview Zoning Board of Appeals)
Jim Patterson (Trustee, Village of Glenview)
Ira Rogal (Board Member, West Northfield School District 31)
Jeff Sandler (Member, Northbrook Plan Commission)
Craig Schilling (Asst Superintendent, Business Affairs, School District 225)
Sheldon Silverman (Chairman, Northbrook Plan Commission)
Linda Witt (Member, Glenview Plan Commission)

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Exhibit B

Amended Joint Community Concept Plan

(See Attached)



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**Joint Community
Concept Plan
Development
Standards**

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 APPROVED JUNE 12, 2007

Culligan Planning Area:

Glenview/Northbrook - Guiding Principles for Development (Final Draft for Joint Community Planning Committee Review)

Following is a list of planning principles that will be used by the Village of Glenview and Village of Northbrook to guide future development of the Culligan site and immediate surrounding area. The information was organized by Village staff and the Joint Community Planning Committee during workshops on April 25th and 26th. This document was then recommended for approval by the Committee on June 7, 2007.

After adoption of this document by both Village Boards, it will be provided as an official planning document to all developers interested in the site and surrounding area.

Attached for reference is an aerial photo indicating the location and context of the Culligan Site, along with three diagrams that illustrate different land use and roadway concepts for the area. These diagrams were generated through input from the Committee over the course of the two consecutive workshops. The diagrams are for reference only and do not represent specific development plans.

Land Use:

- Mixed uses within the site and mixed uses within buildings are permissible.
- Prohibited uses include the following; industrial, outdoor sales type businesses as a principal use, single-family detached housing, and single retail use larger than 25,000 square feet other than the permissible uses as noted below.
- Rental or sub-lease of any housing units is strongly discouraged.
- There is no affordable housing requirement for development.
- Townhomes should be urban units that more efficiently use the site and allow buildings to be closer to each other and placed along streets to facilitate pedestrian movement.
- A mix of both townhome and condo products is desirable.
- Permissible use ideas or concepts include:
 - *Banquet center*

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- *Conference center*
 - *Spa hotel*
 - *Destination restaurants*
 - *Entertainment facilities (music, theatre, games, bowling)*
 - *Fitness/health club/spa*
 - *Lifestyle retail*
- Limit the number of drive-through banks, restaurants, pharmacies or dry cleaners by allowing them only as a special use, as they could negatively affect the value and character of the general area due to excessive driveway/paving needs and disruption to linked retail sites/blocks/streetscape.
 - Preferred land uses for other sites near to Culligan:
 - *Caremark site and adjacent vacant parcel: Office*
 - *Parcels along Sanders near Caremark: Office, Commercial, Residential*
 - *West Parcel of SBC site: Office, Commercial, Residential*
 - *Parcels immediately north of Culligan near Sanders: Office, Commercial, Residential*

Site Plan/Design

- The site plan should provide for a creative, mixed-use, interconnected, pedestrian-oriented development, as shown in the three attached land-use/roadway diagrams, that includes:
 - *Development blocks*
 - *Shorter block lengths and narrower streets where appropriate to land use*
 - *A comprehensive sidewalk/path system for pedestrians bicyclists*
 - *A variety of open spaces*
 - *Smaller parking lots or cells*
 - *On-street parking, possibly including diagonal parking in areas where traffic calming is desired*
 - *Buildings placed along streets and not in courts wherever feasible*
 - *Development should smoothly transition between uses and buildings through common streetscape treatment, connected parking lots, and shared drives*
- A collector road or spine street connecting the Culligan site north to the SBC site, Caremark properties, and Sanders Road must be incorporated into the development plan. This internal roadway is not intended to encourage “cut-through” traffic between Sanders and Willow Roads but to facilitate movement

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within the larger area north of Willow and to reduce use of the Willow/Sanders intersection.

- Collector/spine streets can be public or private, and internal streets can be private as long as they are built to public standards.
- The primary entry drive on Willow Road should be aligned with the Allstate driveway to the south. This intersection must have the following configuration/lanes and right-of-way for the largest possible configuration, unless traffic generation models can demonstrate a need for less:

Culligan Side: *Exit = 2 left, 1 thru, 1 right*
 Entrance = 2 lanes
 Total = 6 lane cross section

Allstate Side: *Exit = 1 or 2 left, 1 thru, 1 right*
 Total = 3 to 4 lane cross section

Willow Approaches: *6 thru, 2 left, 2 right*
 Total = 10 lane cross section

- The entry drive cross-section into Culligan may be 80 feet at Willow, tapering to a narrower cross-section inside the site to achieve traffic calming.
- Parking decks should be constructed behind and/or within buildings where feasible and should be screened from views. If a freestanding deck is proposed and screening is not possible, then it must have attractive architecture on all visible sides.
- Any outlots incorporated into the development plan should not be an afterthought, but should be incorporated into the overall land use and circulation plan in a way to reduce movement of vehicles and encourage multiple walking trips.
- This development must exhibit building and site design characteristics consistent with Glenview's codes, requirements and guidelines.
- Where feasible the development, including site design and building design, should be sustainable and utilize best management practices. Site lighting shall incorporate principles advanced by the International Dark-Sky Association to limit "light pollution" and preserve the nighttime environment. The stormwater

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management system should incorporate sustainable design features. Any large format retail stores over 10,000 square feet, should be easily adaptable into smaller shops if needed in the future.

- A shared parking system will be considered for appropriate uses within the site. Any proposal must demonstrate where shared parking is planned and how it will operate.
- Residential uses planned along the Tollway must recognize the sound impacts of that roadway, including if the expressway is widened in the future.
- A comprehensive biking/walking path system connecting this site to Northbrook and Glenview systems and from the site to the Forest Preserve should be considered.
- The development should include open spaces, parks, or plazas that can be easily used on a daily basis by site residents, shoppers, and visitors. Detention ponds and dry detention ponds/swales will not be considered useable open spaces, parks, or plazas.

Area Planning:

- The development must be coordinated with surrounding land uses, potential new developments, and redevelopment opportunities in the vicinity.
- The development must consider the adjacent land uses located north and south of Willow Road. More specifically:
 - *How will site access and traffic volumes be coordinated with Allstate across Willow?*
 - *How will development be linked to office complexes to the north?*
 - *How will development be linked to Sanders Road?*
 - *Traffic projections should take into account the potential for a new user for Caremark facility and development of vacant site east of Caremark.*

Transportation:

- Transportation principles should incorporate the Willow Road intersection improvements detailed in the Site Plan/Design section on pages 2 and 3.
- The development must provide a mix of land uses that balances traffic generation throughout the day and evening.

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- The density of development must recognize the limitations of the existing road system, given the improvements currently underway on Willow Road and the future widening of the Willow/Sanders intersection planned by IDOT.
- The development must take into account land use and road linkages to and through the uses north of the site.
- The minimum recommend distance from Willow Road to the first east/west cross street on the north/south spine street is 300’.
- Roundabouts and similar features should be considered within the site where traffic calming is desired.

Building Height:

- Buildings should be limited to a maximum occupied height of 100 feet (generally 8 stories).
- Tall buildings should be placed/massed along streets as part of a larger context and not “floating in a sea parking” or isolated away from other uses/buildings.
- Buildings taller than 100 feet may be considered depending on their position and placement within the site plan, relationship to surrounding properties, adjacent streets and buildings, and architecture.

Landscape/Streetscape:

- Perimeter landscaping should be treated with low undulating berms, and a simple landscape palette including shade trees, evergreen trees, ornamental trees, massings of shrubs, perennials, and native grasses, and sod.
- Internal open areas should also be naturally landscaped with a design that is consistent with the perimeter buffers.
- A consistent, walkable “streetscape” from use-to-use, block-to-block, and building-to-building with linked sidewalks and street trees should be established.
- All parking lots/decks will be landscaped and include defined pedestrian paths in accordance with applicable design standards.

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- This development would comply with any landscape codes or guidelines that would be adopted by the municipality.

Signage:

- There should be one signage plan for the overall property that coordinates placement, design, and scale from use-to-use and block-to-block.

Fiscal Balance:

- A fiscal impact study shall be required that demonstrates that at a minimum the development will be revenue neutral, which means it does not generate less tax revenues than generated by the Culligan complex, prior to Culligan vacating the site.
- The development will be evaluated on its ability to increase tax revenues, with minimal impact on area schools. If residential uses are proposed, the development proposal will need to discuss the potential for school-age population by product type.

Area Market/Business Viability:

- Any land use proposed for the site should be carefully reviewed regarding potential impact on existing Glenview and Northbrook businesses.

Other Considerations:

- A master property owners association should be established to reduce the complexity and increase the efficiency of overall site maintenance.
- The development should include a “No Covenant Clause” to prevent a commercial use from “locking up/out” a site for redevelopment in the future.

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Maps & Illustrations

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Village of Glenview, Illinois

Culligan Site

Aerial Context

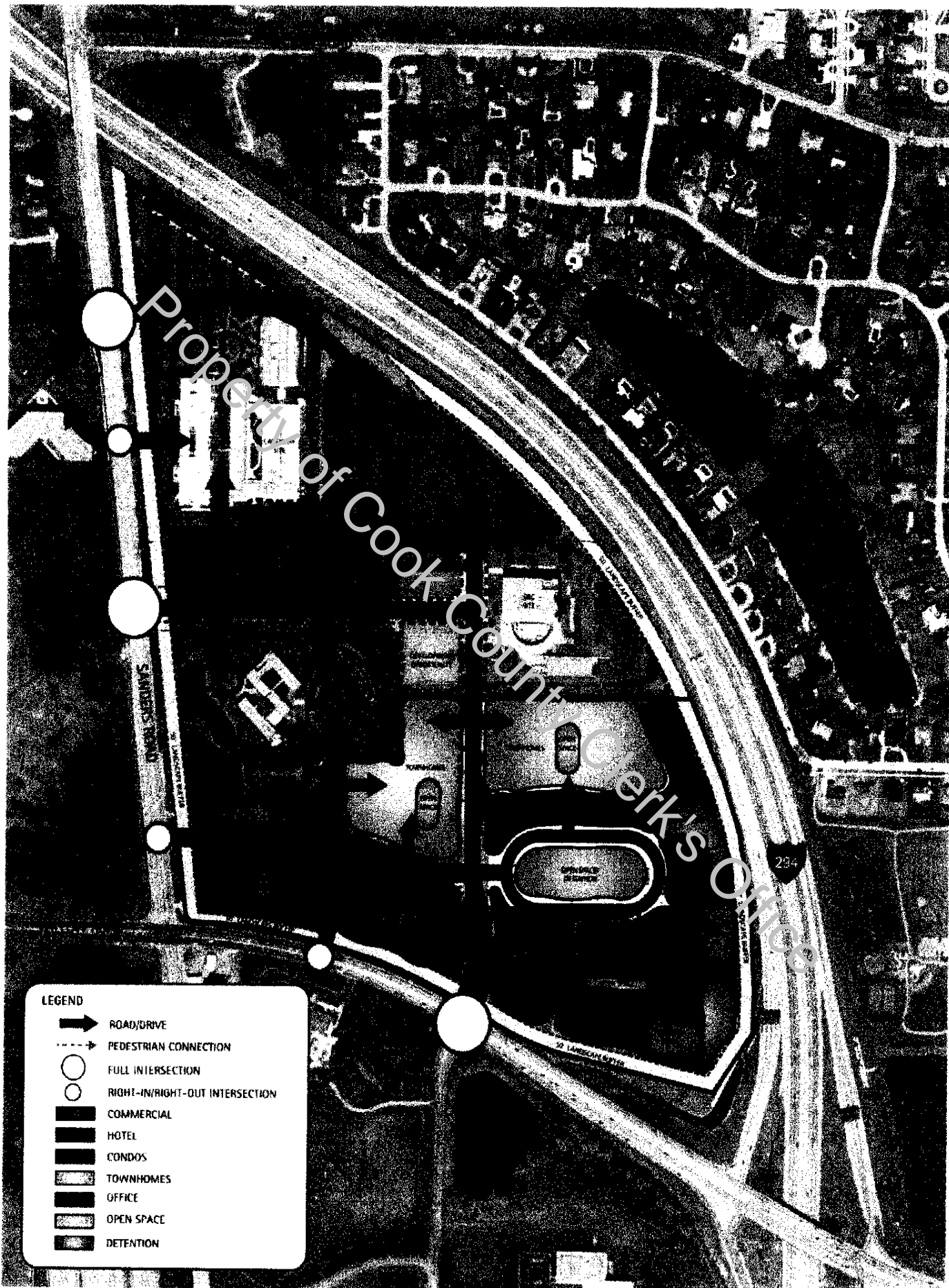
LAKOTA
FIRE LAKOTA GROUP, INC.














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April 13, 2007

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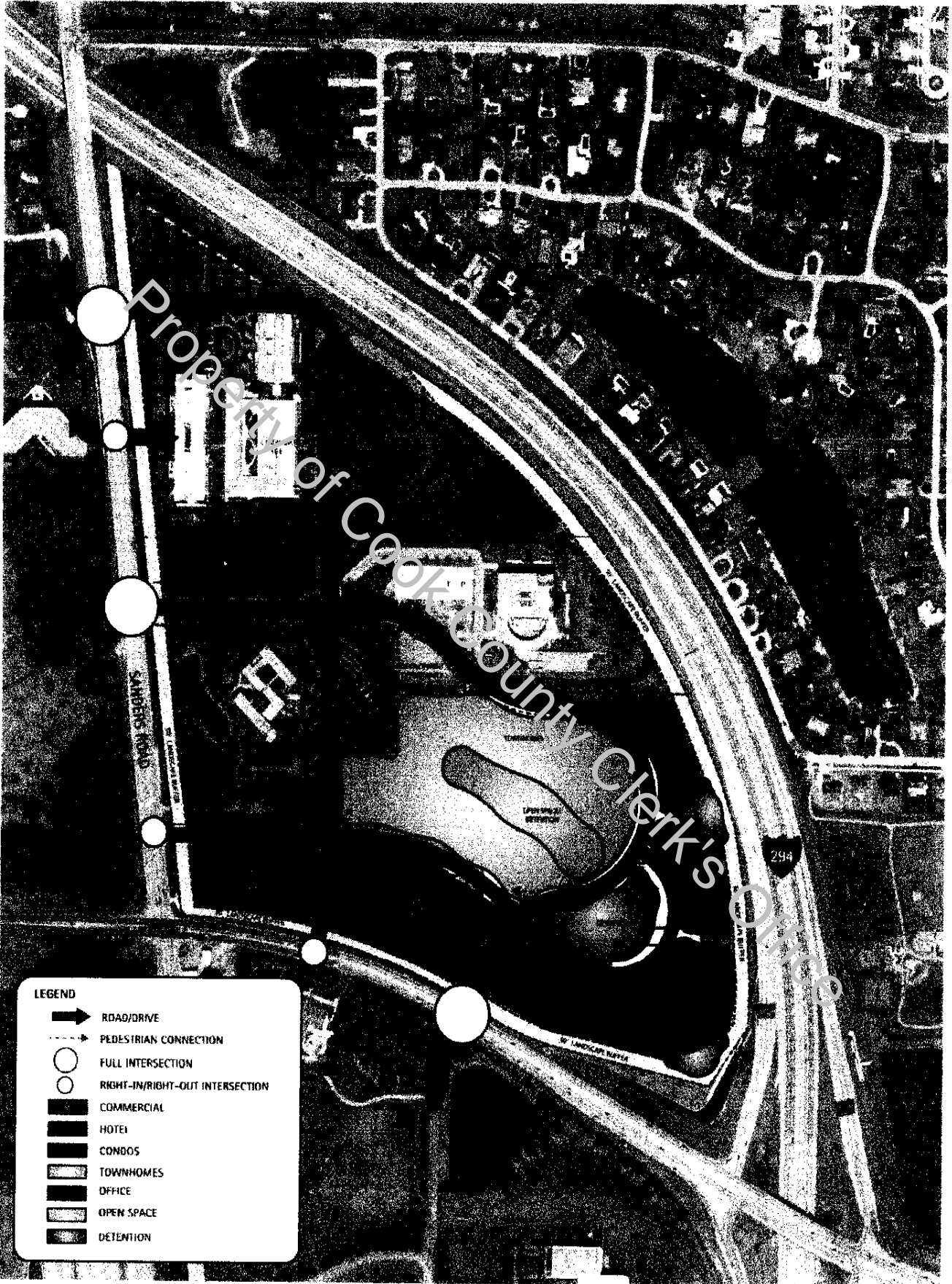
LEGEND

-  ROAD/DRIVE
-  PEDESTRIAN CONNECTION
-  FULL INTERSECTION
-  RIGHT-IN/RIGHT-OUT INTERSECTION
-  COMMERCIAL
-  HOTEL
-  CONDOS
-  TOWNHOMES
-  OFFICE
-  OPEN SPACE
-  DETENTION

Village of Glenview, Illinois
Culligan Site
 Development Diagram 1

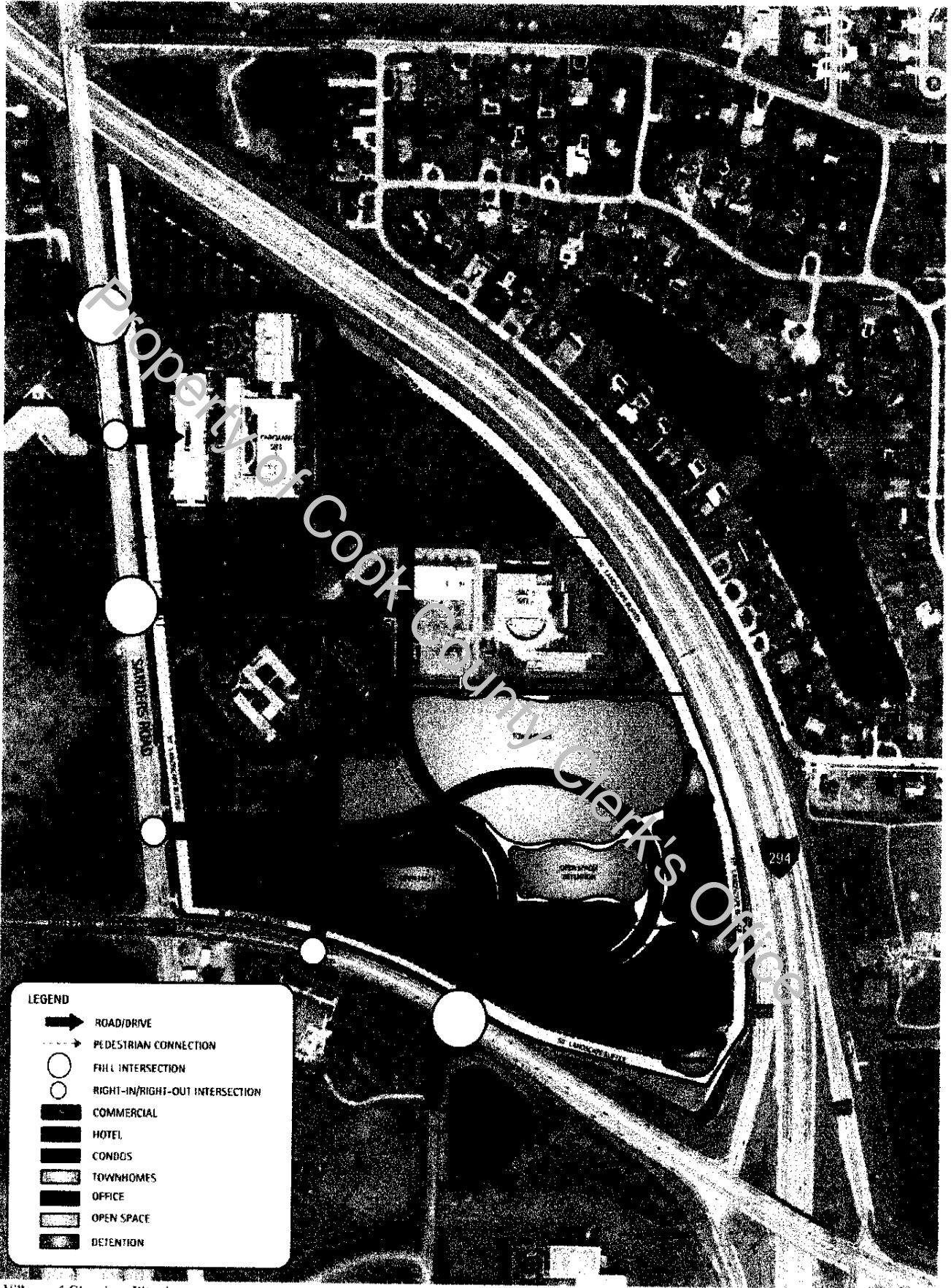


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Village of Glenview, Illinois
Culligan Site
Development Diagram - 2-A

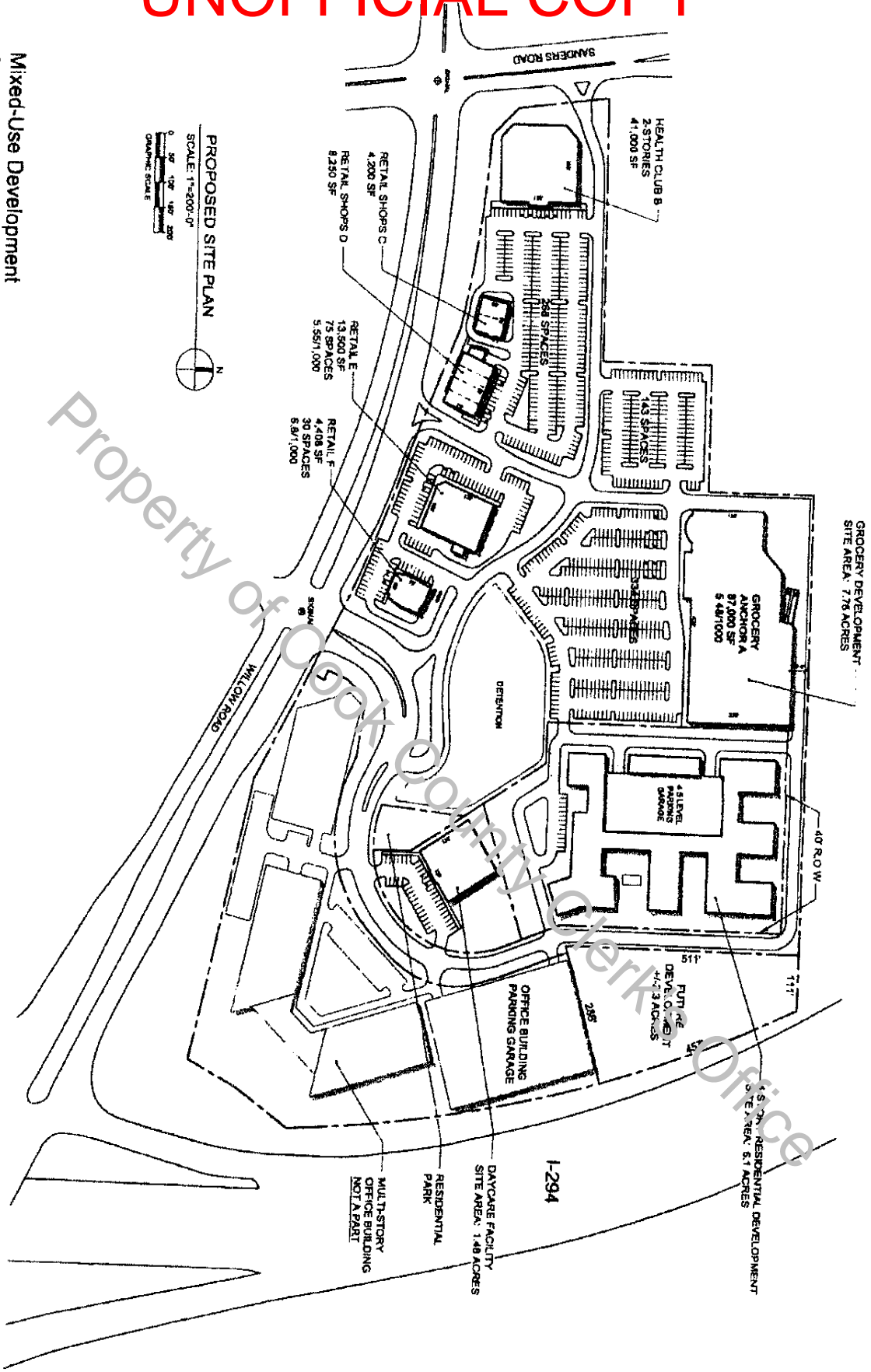
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Village of Glenview, Illinois
Culligan Site
Development Diagram 2-B

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EXHIBIT B



Mixed-Use Development
Culligan Property

Glenstar Properties, LLC



DATE: 08/28/2014, 9:11 AM

OKW Architects
PROJECT NUMBER: 1103

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Resolution 2012-45

BE IT RESOLVED by the President and Board of Trustees of the Village of Northbrook, County of Cook and State of Illinois, THAT:

Review and Approval of Proposed Amendments to the Culligan Property Master Plan in the Village of Glenview - Willow Road Corridor Agreement

is hereby adopted, as follows:

Section 1. Recitals.

On March 12, 1990, Glenview and Northbrook entered into that certain Willow Road Corridor Agreement ("*Corridor Agreement*") to establish certain municipal jurisdiction boundaries and to provide for responsible and compatible land use planning and administration. The Corridor Agreement was recorded in the office of the Cook County Recorder on March 14, 1990 as Document No. 90114194.

On June 4, 2007, the Glenview Village Board authorized execution of that certain First Amendment to the Corridor Agreement authorizing the redevelopment of the property commonly known as the northwest corner of Pfingsten and Willow (referred to in the Corridor Agreement as Territory J-1 and Territory J-2), in Northbrook, as commercial.

Among the territories governed by the Corridor Agreement is the approximately 40 acre parcel located in unincorporated Cook County, north of Willow Road and west of the I-294 Tri-State Tollway, (referred to as Territory A in the Corridor Agreement), formerly owned and occupied by Culligan International ("*Culligan Property*"). At the time that the Corridor Agreement was executed, Northbrook and Glenview contemplated that the land use of the Culligan Property would remain limited to an office research park consisting of large office structures and/or clean and light industries, with no service or retail uses except as accessory to a principal use.

On June 12, 2007, Northbrook and Glenview executed that certain Second Amendment to the Corridor Agreement which provided for the establishment of a formula and process for the sharing of the real estate taxes, sales taxes and other revenues contemplated to be generated by the Culligan Property upon annexation to Glenview and the review and approval of annexation and redevelopment proposals for the Culligan Property.

On July 1, 2009, Northbrook and Glenview executed that certain Third Amendment to the Corridor Agreement which amended the process of collection and payment of the annexation fees payable upon the redevelopment of the Culligan Property.

GlenStar Properties LLC ("*GlenStar*") is the owner of the Culligan Property and has indicated to Northbrook and Glenview that due to current market conditions, it desires to continue redeveloping the Culligan Property with land uses other than those previously contemplated and approved and, as such, desires to amend the Corridor Agreement. The land uses proposed by GlenStar are included in the Amended Joint Community Concept Plan ("*AJCCP*"). Northbrook and Glenview are willing to

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approve and integrate the AJCCP into the Corridor Agreement, provided their respective, planning, economic, traffic, infrastructure, and related concerns are adequately and appropriately addressed.

Accordingly, the President and Board of Trustees have determined that it is in the best interest of the Village of Northbrook and its residents to further amend the Corridor Agreement in order to approve and adopt the AJCCP.

Northbrook has the power and authority to enter into this Amendment pursuant to its home rule powers; the provisions of Article VII, Section 10 of the Illinois Constitution of 1970; the Local Land Resource Management Planning Act, 50 ILCS 805/6; and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.

Section 2. Approval of Fourth Amendment.

The amendment to the Willow Road Corridor Agreement entitled "Fourth Amendment to Willow Road Corridor Agreement Providing for the Review and Approval of a Redevelopment Proposal for the Culligan Property" ("**Fourth Amendment**") shall be approved in substantially the form attached hereto as **Exhibit A**.

Section 3. Authorization to Execute Fourth Amendment.

The Village President and the Village Clerk shall be, and are hereby, authorized and directed to execute and seal, on behalf of the Village, the Fourth Amendment.

Section 4. Authorization to Record Fourth Amendment.

The Village Attorney shall be, and is hereby, authorized and directed to cause the Fourth Amendment to be recorded with the Office of the Cook County Recorder of Deeds, following execution of the Fourth Amendment by both the Village and Glenview.

Section 5. Receipt of Executed Amendment.

The approval in Section 2 of this Resolution, and the authorization and direction in Sections 3 and 4 of this resolution, are conditioned on and subject to the receipt by the Village Clerk of at least two original copies of the Fourth Amendment executed by the President of the Village of Glenview. In the event such original copies are not so received by the Village Clerk within 60 days after the date of adoption of this Resolution, the Resolution and the authority granted herein shall

Adopted: 4/10/2012

RESULT: ADOPTED [UNANIMOUS]
MOVER: James Karagianis, Trustee
SECONDER: A.C. Buehler, Trustee
AYES: Karagianis, Buehler, Scolaro, Heller, Ciesla, Israel, Frum

ATTEST:

/s/ Debra J. Ford
 Village Clerk

/s/ Sandra E. Frum
 Village President