

THIS SPACE FOR RECORDERS USE ONLY

**VILLAGE OF LINCOLNWOOD**

**ORDINANCE NO. 2020-3487**

**AN ORDINANCE APPROVING AN AMENDMENT TO  
THE DISTRICT 1860 PLANNED UNIT DEVELOPMENT**  
(4500-4560 West Touhy Avenue and 7350 North Lincoln Avenue)

ADOPTED BY THE  
PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF LINCOLNWOOD  
THIS 15<sup>th</sup> DAY OF SEPTEMBER, 2020.

Published in pamphlet form  
by the authority of the  
President and Board of Trustees  
of the Village of Lincolnwood,  
Cook County, Illinois this  
15<sup>th</sup> day of September, 2020

  
\_\_\_\_\_  
Village Clerk

**AN ORDINANCE APPROVING AN AMENDMENT TO  
THE DISTRICT 1860 PLANNED UNIT DEVELOPMENT**  
(4500-4560 West Touhy Avenue and 7350 North Lincoln Avenue)

WHEREAS, Touhy & Lincoln LLC (“*Owner*”) is the record title owner of those certain parcels of real property consisting of approximately 8.47 acres, located at the address commonly known as 4500-4560 West Touhy Avenue and 7350 North Lincoln Avenue, Lincolnwood, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance (“*Property*”); and

WHEREAS, on November 20, 2018, the Village President and Board of Trustees adopted Resolution No. R2018-2104 (“*Preliminary Approval Resolution*”), approving a preliminary plat of subdivision and a preliminary development plan for a planned unit development on the Property, consisting of the development of a multiple-building mixed-use residential, retail, commercial, and hotel development on the Property, comprised of: (i) a seven-story hotel building at the northern end of the Property (“*Hotel Building*”); (ii) a six-story mixed-use building in the southeast portion of the Property (“*Mixed-Use Building*”); and (iii) a one-story retail and commercial building, with rooftop parking, in the southwest portion of the Property (“*Retail/Commercial Building*”) (collectively, the “*District 1860 PUD*”); and

WHEREAS, the Village, the Owner, and First LWD, LLC have entered into a redevelopment agreement, dated February 5, 2019, governing the use and development of the Property, incorporating the conditions set forth in the Preliminary Approval Resolution, and setting forth their respective rights and responsibilities concerning the provision of tax increment financing to stimulate and induce the development of the Property (“*Redevelopment Agreement*”); and

WHEREAS, the Owner sought final approval for the District 1860 PUD in two stages: (i) the first stage, consisting of the Mixed-Use Building and the Retail/Commercial Building, and of the off-street parking lots, utilities, landscaping, and other improvements that will serve those two buildings (“*Stage 1*”); and (ii) the second stage, consisting of the Hotel Building and the off-street parking lots, utilities, landscaping, and other improvements that will serve that building (“*Stage 2*”); and

WHEREAS, on November 19, 2019, the Village President and Board of Trustees adopted the following documents concerning the District 1860 PUD:

1. Resolution No. R2019-2200, amending the approved preliminary development plan for the District 1860 PUD to: (a) increase the footprint of the Retail/Commercial Building, from approximately 22,500 square feet to approximately 35,000 square feet; (b) relocate the Mixed-Use Building from a location that is set back six feet from the Touhy Avenue right-of-way; (c) reduce the width of the perimeter landscaped screening along the west property line of the Property to three feet six inches; and (d) reduce the number of parkway trees to be planted within the Touhy Avenue right-of-way; and

2. Resolution No. R2019-2201, approving the final plat of subdivision for the Property; and

3. Ordinance No. 2019-3432 (“**Stage 1 Special Use Ordinance**”), granting a special use permit and approving a final development plan for Stage 1 of the District 1860 PUD (“**Stage 1 Final Development Plan**”).

WHEREAS, on February 18, 2020, the Village President and Board of Trustees adopted the following documents concerning the District 1860 PUD:

1. Resolution No. R2020-2221, further amending the approved preliminary development plan for the District 1860 PUD to: (i) reduce the width of the perimeter landscaped screening along the northwest property line of the Hotel Parcel to three feet; (ii) reduce the quantity of high-quality materials required for the exterior building elevations of the Hotel Building; and (iii) increase the maximum permitted height of the Hotel Building to 85 feet and seven stories; and

2. Ordinance No. 2020-3453, granting a special use permit and approving a final development plan for Stage 2 of the District 1860 PUD.

WHEREAS, pursuant to Section 3 of the Stage 1 Special Use Ordinance, Stage 1 of the Property must be developed, used, and maintained in accordance with the Stage 1 Final Development Plan; and

WHEREAS, pursuant to Section 4.E of the Stage 1 Special Use Ordinance, the Village has approved a modification from Section 7.10 of “The Village of Lincolnwood Ordinance,” as amended (“**Zoning Ordinance**”), to decrease the minimum number of off-street parking spaces for the Property, from 988 spaces to 749 spaces; and

WHEREAS, Owner now desires to: (1) increase the size and height of the Retail/Commercial Building to be developed on the Property, from 35,123 square feet and 36 feet in height to 35,400 square feet and 49 feet in height; (2) reduce the minimum number of required off-street parking spaces on the Property, from 749 spaces to 721 spaces; and (3) install a fourth monument sign on the Property (collectively, the “**Proposed Modifications**”); and

WHEREAS, in order to permit the erection of the Proposed Signs, pursuant to Article VIII, Part A of the Zoning Ordinance, the Owner filed an application with the Village for approval of: (i) an amendment to the District 1860 PUD; and (ii) an additional zoning modification within the District 1860 PUD to allow the Proposed Modifications (collectively, the “**Requested Relief**”); and

WHEREAS, a public hearing of the Plan Commission of the Village of Lincolnwood to consider approval of the Requested Relief was duly advertised in the *Lincolnwood Review* on August 6, 2020, and held on August 25, 2020; and

WHEREAS, on August 25, 2020, the Plan Commission made findings and recommendations in support of the Requested Relief, subject to specified conditions; and

WHEREAS, the Village President and Board of Trustees has determined that the Proposed Modifications comply with the required standards for special use permits and planned unit developments as set forth in Articles V and VIII of the Zoning Ordinance; and

WHEREAS, the Owner has agreed to execute and record an amendment to the Redevelopment Agreement, prepared by the Village Attorney, reflecting the Proposed Modifications, the text of which is in substantially in the form attached to and, by this reference, made a part of this Ordinance as **Exhibit I** ("*First Amendment to Redevelopment Agreement*"); and

WHEREAS, consistent with the Plan Commission recommendation, the President and Board of Trustees have determined that it will serve and be in the best interests of the Village and its residents to approve the Requested Relief, in accordance with, and subject to, the conditions, restrictions, and provisions of this Ordinance;

**NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF LINCOLNWOOD, COOK COUNTY, ILLINOIS**, as follows:

SECTION 1. RECITALS. The facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

SECTION 2. APPROVAL OF AMENDMENT TO DISTRICT 1860 PUD. Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 4 of this Ordinance, the Village President and Board of Trustees hereby approve an amendment to the District 1860 PUD to permit the Proposed Modifications on the Property, in accordance with, and pursuant to, Articles V and VIII of the Zoning Ordinance and the home rule powers of the Village.

SECTION 3. APPROVAL OF ZONING MODIFICATIONS WITHIN A PLANNED DEVELOPMENT. In accordance with and pursuant to Section 8.03(3) of the Zoning Ordinance and the home rule powers of the Village, and subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 4 of the Ordinance, the President and Board of Trustees hereby approve a further modification from Section 7.10 of the Zoning Ordinance, to decrease the minimum number of required off-street parking spaces for the Property, from 988 spaces to 721 spaces.

SECTION 4. APPROVAL OF AMENDED STAGE 1 FINAL DEVELOPMENT PLAN.

A. Approval of Amendment. Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 5 of this Ordinance, the President and Board of Trustees hereby amends the Stage 1 Final Development Plan for the Stage 1 of the District 1860 PUD to include the following documents (collectively, the "*Amended Stage 1 Final Development Plan Documents*"):

1. The Engineering Plans, consisting of five sheets and prepared by Gewalt Hamilton Associates, with a latest revision date of August 25, 2020, copies of which are attached to and, by this reference, made a part of this Ordinance as **Exhibit B**;

2. The Landscape Plan, consisting of one sheet and prepared by Callison RTKL, with a latest revision date of August 25, 2020, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit C**;

3. The Floor & Roof Plans, consisting of three sheets and prepared by Callison

RTKL, with a latest revision date of August 25, 2020, copies of which are attached to and, by this reference, made a part of this Ordinance as **Exhibit D**;

4. The Sight-Line Study Plan, consisting of one sheet and prepared by Callison RTKL, with a latest revision date of August 25, 2020, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit E**;

5. The Building Elevation & Signage Plans, consisting of three sheets and prepared by Callison RTKL, with a latest revision date of August 26, 2020, copies of which are attached to and, by this reference, made a part of this Ordinance as **Exhibit F**;

6. The Site Rendering Views Plans, consisting of two sheets and prepared by Callison RTKL, with a latest revision date of August 25, 2020, copies of which are attached to and, by this reference, made a part of this Ordinance as **Exhibit G**; and

7. The Building Façade Materials Plan, consisting of one sheet and prepared by Callison RTKL, with a latest revision date of August 25, 2020, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit H**.

B. Conflicts. Subject to Section 5.A of this Ordinance, in the event that any of the Amended Stage 1 Final Development Plan Documents conflict with the plans and documents identified in Section 3 of the Stage 1 Special Use Ordinance, the Amended Stage 1 Final Development Plan Documents control.

SECTION 5. CONDITIONS. Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the Zoning Ordinance, or any other rights the Owner may have, the approvals granted in Section 2 of this Ordinance are hereby expressly subject to and contingent upon the development, use, and maintenance of the District 1860 PUD and the Property in compliance with each and all of the following conditions:

A. Applicability of this Ordinance. The approvals granted in Sections 2, 3, and 4 of this Ordinance will become effective if and only the Owner, in its discretion, elects to pursue the development of Stage 1 of the District 1860 PUD in accordance with the Proposed Modifications (the "**Modified Development**"). In order to make that election and to pursue the Modified Development, the Owner must deliver written notice of that election to the Village Director of Community Development concurrent with its filing of any application for a building permit in pursuit of the Modified Development. However, in the event that the Owner files an application for a building permit for, or otherwise takes any action in pursuit of, development of the Retail/Commercial Building as reflected in the Stage 1 Final Development Plan, in the form approved in the Stage 1 Special Use Ordinance, then this Ordinance will automatically and without further action become null and void and of no further force or effect, and the Retail/Commercial Building must be constructed solely in accordance with the Stage 1 Special Use Ordinance.

B. Compliance with Regulations. The development, use, operation, and maintenance of the Proposed Signs and the Property must comply with all applicable Village codes and ordinances, as the same have been or may be amended from time to time, except to the extent specifically provided otherwise in this Ordinance.

C. First Amendment to Redevelopment Agreement.

1. Execution and Recordation. Within 30 days after the adoption of this Ordinance, the Owner and the Hotel Developer must execute the First Amendment to Redevelopment Agreement.

2. Compliance. The development, use, operation, and maintenance of the Property must at all times comply with all terms, conditions, restrictions, and provisions of the Development Agreement, as amended by the First Amendment to Redevelopment Agreement.

D. Reimbursement of Village Costs. In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, resolutions, rules, or regulations, the Owner must pay to the Village, promptly upon presentation of a written demand or demands therefor, all legal fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, consideration, and review of this Ordinance. Payment of all such fees, costs, and expenses for which demand has been made must be made by a certified or cashier's check. Further, the Owner must pay upon demand all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.

SECTION 5. CONTINUED EFFECT; CONFLICTS.

A. Except as expressly modified by this Ordinance, the District 1860 PUD will remain in full force and effect, and the Owner and Applicant must comply with all requirements, conditions, and restrictions in the District 1860 PUD. Any violation of this Ordinance will be deemed a violation of the District 1860 PUD and the Zoning Ordinance.

B. In the event of a conflict between the provisions of any of the ordinances comprising the District 1860 PUD and the provisions of this Ordinance, the provisions of this Ordinance will control.

SECTION 6. RECORDATION; BINDING EFFECT. A copy of this Ordinance will be recorded in the Office of the Cook County Recorder of Deeds. This Ordinance and the privileges, obligations, and provisions contained herein run with the Property and inure to the benefit of, and be binding upon, the Owner and personal representatives, successors, and assigns, including, without limitation, subsequent owners or lessees of the Property.

SECTION 7. FAILURE TO COMPLY WITH CONDITIONS. Upon the failure or refusal of the Owner to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, in addition to all other remedies available to the Village, the approvals granted in Sections 2 and 3 of this Ordinance will, at the sole discretion of the Village President and Board of Trustees, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village President and Board of Trustees may not so revoke the approvals granted in Sections 2 and 3 unless it first provides the Owner with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village President and Board of Trustees. In the event of such revocation, the Village Manager and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

SECTION 8. AMENDMENTS. Any amendment to any provision of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Ordinance.

SECTION 9. SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance are to remain in full force and effect, and are to be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 10. EFFECTIVE DATE. This Ordinance will be effective only upon the occurrence of all of the following events:

- A. Passage by the Village President and Board of Trustees in the manner required by law; and
- B. Publication in pamphlet form in the manner required by law; and
- C. Recordation of this Ordinance, together with such exhibits as the Village Clerk deems appropriate for recordation, with the office of the Recorder of Cook County.

PASSED this 15<sup>th</sup> day of September, 2020.

AYES: Trustees Ikezoe-Halevi, Cope, Patel, Hlepas Nickell, Sargon, Klatzco

NAYS: None

ABSENT: None

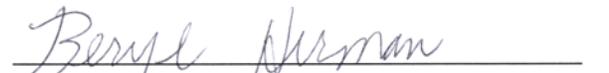
ABSTENTION: None

APPROVED by me this 15<sup>th</sup> day of September, 2020.



Barry I. Bass, President  
Village of Lincolnwood, Cook County, Illinois

ATTESTED and FILED in my office this  
15<sup>th</sup> day of September, 2020

  
Beryl Herman, Village Clerk  
Village of Lincolnwood, Cook County, Illinois

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

LOTS 1, 2, 3 AND 4 IN LINCOLN-TOUHY SECOND ADDITION TO LINCOLNWOOD,  
BEING A RESUBDIVISION IN THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 27, TOWNSHIP 41  
NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT PARTS  
TAKEN FOR HIGHWAY PURPOSES) IN COOK COUNTY ILLINOIS.

**EXHIBIT B**  
**ENGINEERING PLANS**







**DISTRICT 1860**

**DISTRICT 1860**

Client/Owner/Project Address  
 1111 W. TOWNY AVENUE  
 DISTRICT 1860

Sheet Drawing Log

Scale

Sheet Identification  
**PHOTOMETRIC PLAN**

C-22

PROPOSED PARKING LOT PHOTOMETRICS (COMMERCIAL DEVELOPMENT)

AVG ILLUMINANCE (FC)	N/A	1.04	1.05
MAXIMUM ILLUMINANCE (FC)	2.1	2.8	2.8
MINIMUM ILLUMINANCE (FC)	0.2	0.3	0.3
MAXIMUM/MINIMUM RATIO	10.5:1	9.3:1	9.3:1
AVERAGE/MAXIMUM RATIO	3.1	0.4:1	0.4:1
	REQUIRED	SPECIFIED	WITH STREET LIGHTS

PROPOSED PHOTOMETRICS - AT PROPERTY LINE (LINCOLN AVE & TOWNY AVE)

AVG ILLUMINANCE (FC)	MIN	MAX
0.18	0.0	1.5
0.74	0.0	2.3
		WITH STREET LIGHTS

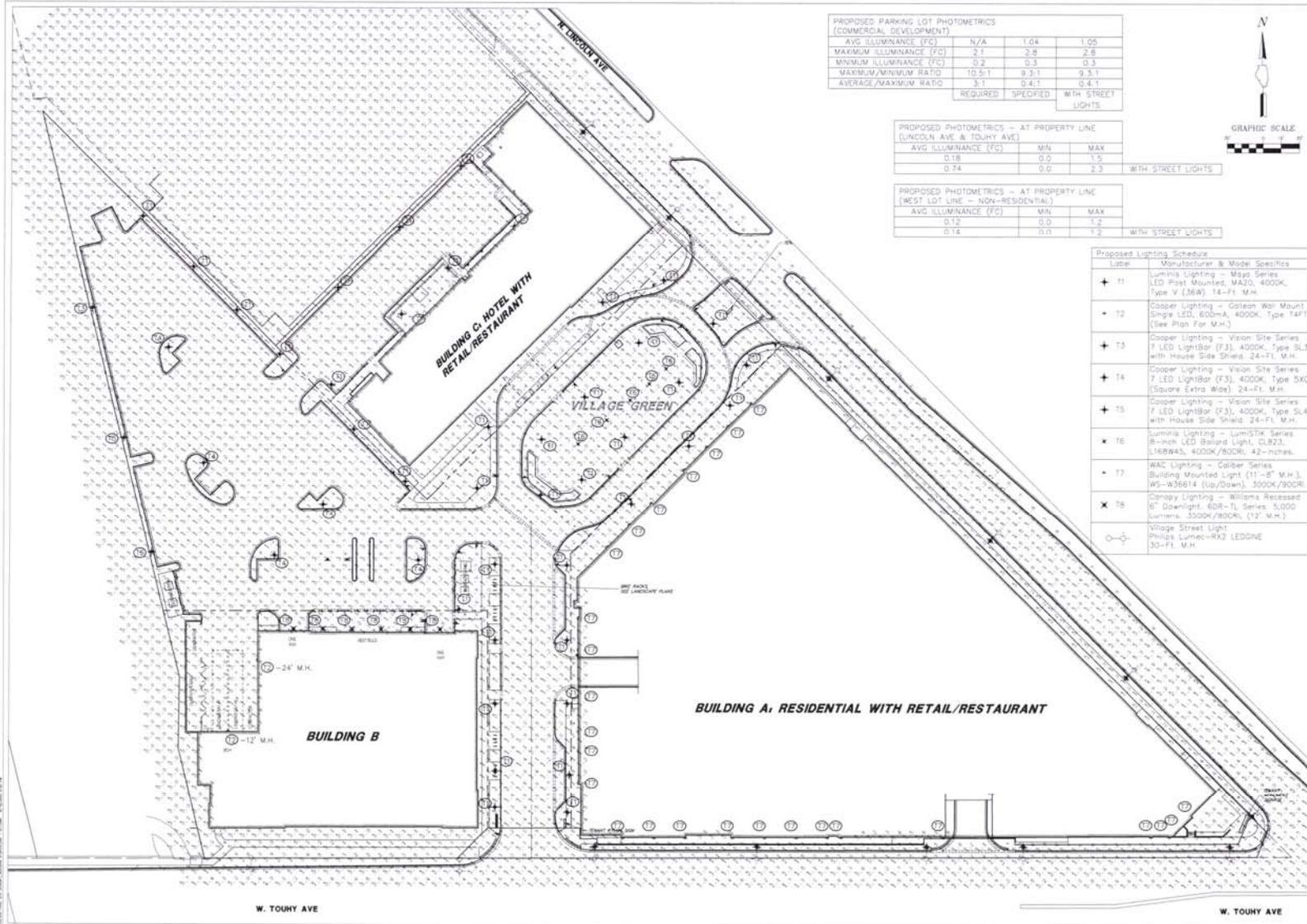
PROPOSED PHOTOMETRICS - AT PROPERTY LINE (WEST LOT LINE - NON-RESIDENTIAL)

AVG ILLUMINANCE (FC)	MIN	MAX
0.12	0.0	1.2
0.14	0.0	1.2
		WITH STREET LIGHTS



Proposed Lighting Schedule

Label	Manufacturer & Model Specifics
+ T1	Lumina Lighting - Mayo Series LED Pole Mounted, MA20, 4000K, Type V (MAY) 14'-Ft. M.H.
+ T2	Cooper Lighting - Galson Wall Mount Single LED, 600mA, 4000K, Type T4FT. (See Plan For M.H.)
+ T3	Cooper Lighting - Vision Site Series 1 LED LightBar (F3), 4000K, Type 3L3 with House Side Shield, 24'-Ft. M.H.
+ T4	Cooper Lighting - Vision Site Series 7 LED LightBar (F3), 4000K, Type 5XQ (Square Extra Wide) 24'-Ft. M.H.
+ T5	Cooper Lighting - Vision Site Series 7 LED LightBar (F3), 4000K, Type 5L4 with House Side Shield, 24'-Ft. M.H.
x T6	Lumina Lighting - LumStik Series 8-inch LED Banded Light, CL823, 5-88845, 4000K/3000K, 42"-nches.
+ T7	WAC Lighting - Galber Series Building Mounted Light (11'-8" M.H.), WS-W36614 (Up/Down), 3000K/3000K
x T8	Canopy Lighting - Williams Recessed 8" Downlight 60K-TL Series 5,000 Lumens, 3500K/3000K, (12" M.H.)
○	Village Street Light Philips Lumec-RX2 LEDDGE 30'-Ft. M.H.



NOTE:  
 THE CALCULATION GRID SHOWN AND DIMENSIONS VALUES FOR THE STREET LIGHTS INCLUDES THE EXISTING, RELOCATED, AND FUTURE HIGHWAY LIGHT POLES ALONG TOWNY AVE AND LINCOLN AVE.

PHOTOMETRIC CALCULATIONS ARE BASED ON THE PROPOSED SPECIFICATIONS AND ASSUMED LIGHTING FIXTURES. THE CALCULATIONS ARE BASED ON PROPOSED FIXTURES. THE CALCULATIONS DO NOT GUARANTEE THE ACCURACY OF THE ILLUMINANCE VALUES. THE ILLUMINANCE VALUES ARE APPROXIMATE AND SHOULD BE USED AS A GUIDE ONLY. THE ILLUMINANCE VALUES ARE BASED ON THE PROPOSED SPECIFICATIONS AND ASSUMED LIGHTING FIXTURES.

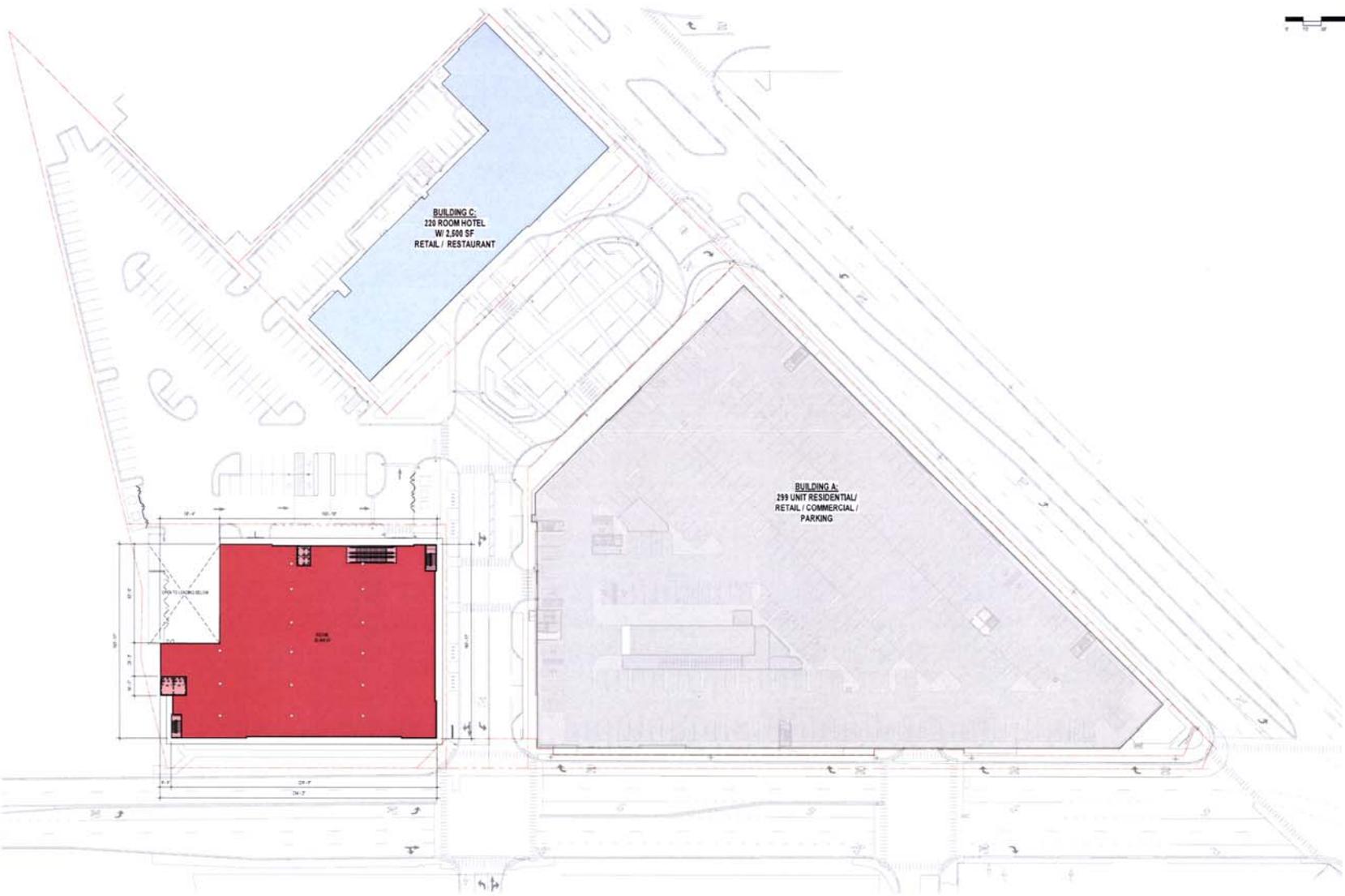


EXHIBIT C  
LANDSCAPE PLAN



**EXHIBIT D**  
**FLOOR & ROOF PLANS**





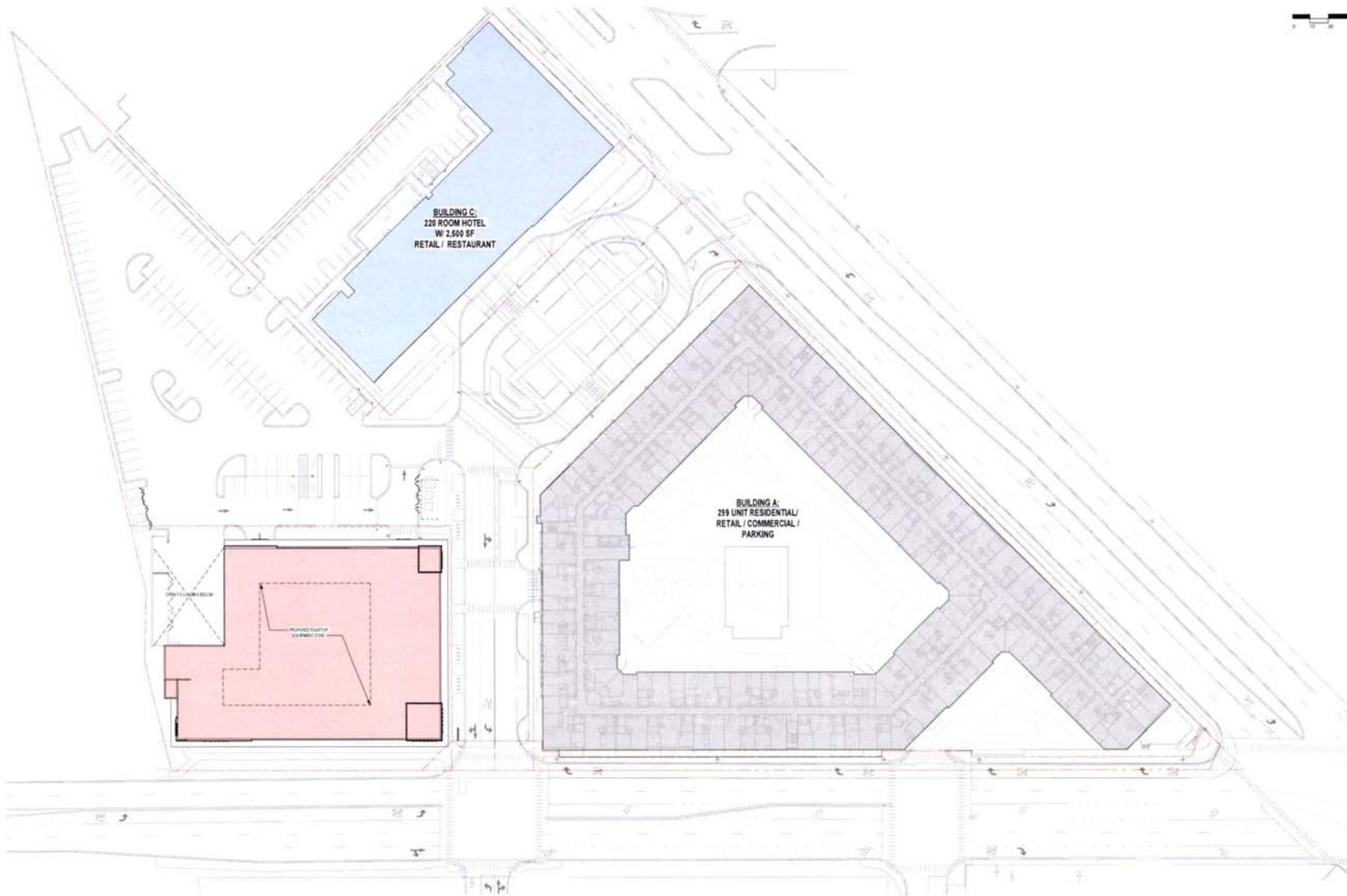
CALLISON|RTKL  
A REGIONAL COLLABORATIVE OF EXPERTS  
TUCKER  
DEVELOPMENT

DISTRICT  
1860

DISTRICT 1860 BUILDING B  
PROJECT ADDRESS:  
4500 W. TOUHY AVENUE  
LINCOLNWOOD, ILLINOIS  
60712

SECOND FLOOR PLAN  
08/25/20  
BUILDING B PUD RESUBMITTAL

P A 02



CALLISON|TKL  
A DESIGN EMPLOYMENT COMPANY  
TUCKER  
DEVELOPMENT

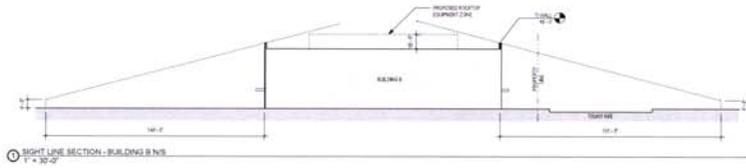
DISTRICT  
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DISTRICT 1860 BUILDING B  
PROJECT ADDRESS:  
4500 W. TOUHY AVENUE  
LINCOLNWOOD, ILLINOIS  
60712

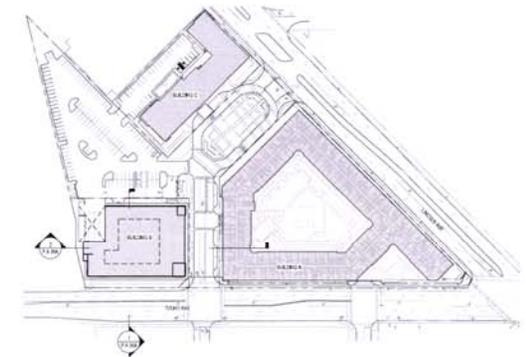
ROOF PLAN  
08/25/20  
BUILDING B PUD RESUBMITTAL

P A 03

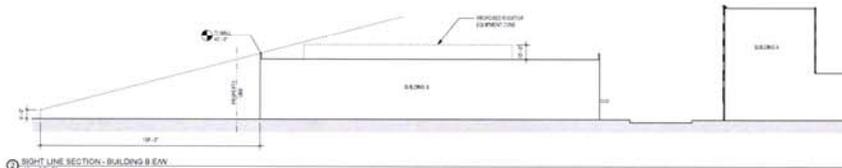
**EXHIBIT E**  
**SIGHT-LINE STUDY PLAN**



Ⓞ SIGHT LINE SECTION - BUILDING B N/S  
1" = 30'-0"



Ⓞ KEY PLAN  
1" = 150'-0"



Ⓞ SIGHT LINE SECTION - BUILDING B E/W  
1" = 30'-0"

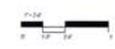
NOTE: VIEWS SHOWN ABOVE DEPICT INABILITY TO SEE ROOF TOP UNITS FROM POSITIONS ON OR OFF SITE; THEREFORE, ROOF TOP SCREENING NOT NEEDED.

**EXHIBIT F**

**BUILDING ELEVATION & SIGNAGE PLANS**

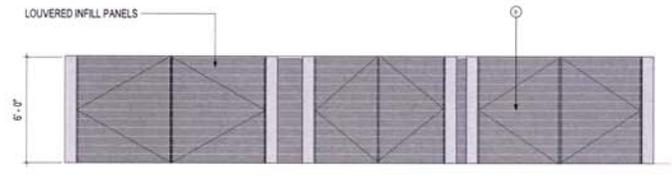




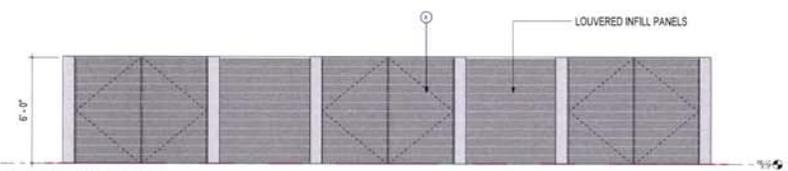


KEYNOTE LEGEND	
#	DESCRIPTION
1	ANCHOR TIEOUT BRIDGE AREA
2	ANCHOR TIEOUT ALUMINUM BRIDGE ELEVATION LOCATION OPTION
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50	ANCHOR TIEOUT ALUMINUM BRIDGE ELEVATION LOCATION OPTION

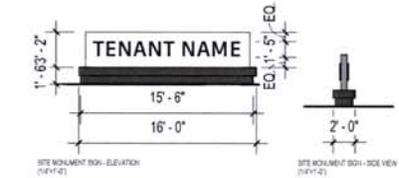
MATERIAL KEY	
1	CONCRETE
2	CAST STONE CAP
3	CAST STONE WALL
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9	CAST STONE
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35	CAST STONE
36	CAST STONE
37	CAST STONE
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44	CAST STONE
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46	CAST STONE
47	CAST STONE
48	CAST STONE
49	CAST STONE
50	CAST STONE



○ BUILDING A TRANSFORMER ENCLOSURE  
1'-2'-0"



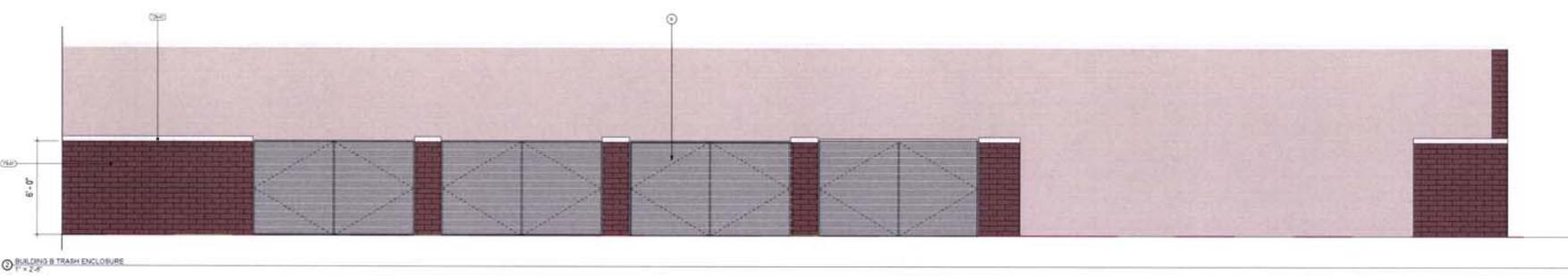
○ BUILDING B TRANSFORMER ENCLOSURE  
1'-2'-0"



○ SIGNAGE - BLDG B TENANT MONUMENT SIGN  
1'-2'-0"

**SITE MONUMENT SIGN - NOTES**

- ONE-SIDED PRIMARY MONUMENT ELEVATION WITH ILLUMINATED RETURN
- INTERNALLY ILLUMINATED SIGN (I) PREPARED ALUMINUM PANEL WITH LASER CUT LETTERS



○ BUILDING B TRASH ENCLOSURE  
1'-2'-0"

**EXHIBIT G**

**SITE RENDERING VIEWS PLANS**



CALLISON|RTKL  
A BEYOND EMPLOYMENT OF RECORD  
TUCKER  
DEVELOPMENT

DISTRICT  
1860

DISTRICT 1860 BUILDING B  
PROJECT ADDRESS:  
4500 W. TOUHY AVENUE  
LINCOLNWOOD, ILLINOIS  
60712

VIEW EAST ON TOUHY  
08/25/20  
BUILDING B PUD RESUBMITTAL

P A 20



CALLISON|TKL  
A LEYCO COMPANY  
TUCKER  
DEVELOPMENT

DISTRICT  
1860

DISTRICT 1860 BUILDING B  
PROJECT ADDRESS:  
4500 W. TOUHY AVENUE  
LINCOLNWOOD, ILLINOIS  
60712

VIEW NORTH INTO SITE BETWEEN BUILDINGS A AND B  
08/25/20  
BUILDING B PUD RESUBMITTAL

P A 21

**EXHIBIT H**  
**BUILDING FAÇADE MATERIALS PLAN**



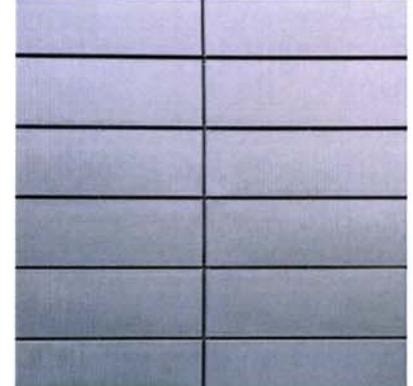
(FB-01) FACE BRICK



(WD-02) WOOD-LOOK FIBER CEMENT BOARD



(FCB-01) FIBER CEMENT BOARD



(MT-03) METAL PANEL



(WD-01) WOOD-LOOK FIBER CEMENT BOARD



CALLISON|TKL  
A BECHTEL COMPANY  
TUCKER  
DEVELOPMENT

DISTRICT  
1860

DISTRICT 1860 BUILDING B  
PROJECT ADDRESS:  
4500 W. TOUHY AVENUE  
LINCOLNWOOD, ILLINOIS  
60712

BUILDING FACADE MATERIALS  
08/25/20

P A M1

**EXHIBIT I**

**FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT**

**THIS DOCUMENT  
PREPARED BY AND AFTER  
RECORDING RETURN TO:**

Steven M. Elrod  
Elrod Friedman LLP  
325 N. LaSalle St., Ste. 400  
Chicago, IL 60654

Above Space For Recorder's Use Only

**FIRST AMENDMENT TO THE REDEVELOPMENT AGREEMENT**

**BETWEEN AND AMONG**

**THE VILLAGE OF LINCOLNWOOD,**

**TOUHY & LINCOLN LLC,**

**AND**

**FIRST LWD, LLC**

**(DISTRICT 1860 DEVELOPMENT)**

**DATED AS OF SEPTEMBER 15, 2020**

**FIRST AMENDMENT TO THE REDEVELOPMENT AGREEMENT  
BETWEEN AND AMONG  
THE VILLAGE OF LINCOLNWOOD,  
TOUHY & LINCOLN LLC,  
AND  
FIRST LWD, LLC  
(DISTRICT 1860 DEVELOPMENT)**

**THIS IS A FIRST AMENDMENT (“*First Amendment*”)**, dated as of September 15, 2020 (“*Effective Date*”), to a Redevelopment Agreement dated February 5, 2019 (“*Redevelopment Agreement*”), between and among the **VILLAGE OF LINCOLNWOOD**, an Illinois home rule municipal corporation (“*Village*”), **TOUHY & LINCOLN LLC**, an Illinois limited liability company (“*Retail Developer*”) and **FIRST LWD, LLC**, an Illinois limited liability company (“*Hotel Developer*”).

**IN CONSIDERATION OF** the recitals and the mutual covenants and agreements set forth in this First Amendment, and pursuant to the Village’s home rule powers, the Village and the Owner hereto agree as follows:

**SECTION 1. RECITALS.**

**A.** Retail Developer is the record title owner of those certain parcels of real property consisting of approximately 8.47 acres, commonly known as 4500-4560 West Touhy Avenue and 7350 North Lincoln Avenue, Lincolnwood, Illinois, and legally described in Exhibit A attached to and, by this reference, made a part of this First Amendment (“*Property*”).

**B.** On November 20, 2018, the Village President and Board of Trustees adopted Resolution No. R2018-2104 (“*Preliminary Approval Resolution*”), approving a preliminary plat of subdivision and a preliminary development plan for the development of a multiple-building mixed-use residential, retail, commercial, and hotel development on the Property, comprised of: (i) a seven-story hotel building at the northern end of the Property (“*Hotel Building*”); (ii) a six-story mixed-use building in the southeast portion of the Property (“*Mixed-Use Building*”); and (iii) a one-story retail and commercial building, with rooftop parking, in the southwest portion of the Property (“*Retail/Commercial Building*”) (collectively, the “*Proposed Development*”).

**C.** The Village, Retail Developer, and Hotel Developer have entered into the Redevelopment Agreement, governing the use and development of the Property, incorporating the conditions set forth in the Preliminary Approval Resolution, and setting forth their respective rights and responsibilities concerning the provision of tax increment financing to stimulate and induce the development of the Property.

**D.** Retail Developer sought final approval for the Proposed Development in two stages: (i) the first stage, consisting of the Mixed-Use Building and the Retail/Commercial Building, and of the off-street parking lots, utilities, landscaping, and other improvements that will serve those two buildings (“*Stage 1*”); and (ii) the second stage, consisting of the Hotel Building and the off-street parking lots, utilities, landscaping, and other improvements that will serve that building (“*Stage 2*”).

**E.** On November 19, 2019, the Village President and Board of Trustees adopted the following documents concerning the Proposed Development of the Property:

1. Resolution No. R2019-2200, amending the approved preliminary development plan for the Proposed Development to: (a) increase the footprint of the Retail/Commercial Building, from approximately 22,500 square feet to approximately 35,000 square feet; (b) relocate the Mixed-Use Building from a location that is set back six feet from the Touhy Avenue right-of-way; (c) reduce the width of the perimeter landscaped screening along the west property line of the Property to three feet six inches; and (d) reduce the number of parkway trees to be planted within the Touhy Avenue right-of-way;

2. Resolution No. R2019-2201, approving the final plat of subdivision for the Property; and

3. Ordinance No. 2019-3432 ("**Stage 1 Special Use Ordinance**"), granting a special use permit and approving a final development plan for Stage 1 of the Proposed Development of the Property ("**Stage 1 Final Development Plan**").

**F.** On February 18, 2020, the Village President and Board of Trustees adopted the following documents concerning the Proposed Development of the Property:

1. Resolution No. R2020-2221, further amending the approved preliminary development plan for the Proposed Development to: (i) reduce the width of the perimeter landscaped screening along the northwest property line of the Hotel Parcel to three feet; (ii) reduce the quantity of high-quality materials required for the exterior building elevations of the Hotel Building; and (iii) increase the maximum permitted height of the Hotel Building to 85 feet and seven stories; and

2. Ordinance No. 2020-3453, granting a special use permit and approving a final development plan for Stage 2 of the Proposed Development of the Property.

**G.** Pursuant to Section 3 of the Stage 1 Special Use Ordinance, Stage 1 of the Property must be developed, used, and maintained in accordance with the Stage 1 Final Development Plan.

**H.** Retail Developer is now considering an alternate design for the Proposed Development of the Property, consisting of modifications that would: (1) increase the size and height of the Retail/Commercial Building to be developed on the Property, from 35,123 square feet and 36 feet in height to 35,400 square feet and 49 feet in height; (2) reduce the minimum number of required off-street parking spaces on the Property, from 749 spaces to 721 spaces (collectively, the "**Proposed Modifications**").

**I.** Retail Developer further desires to revise the conditions for provision of tax increment financing for the Proposed Development.

**J.** In order to allow the construction of the Proposed Development with the Proposed Modifications, Retail Developer filed, pursuant to Part A of Article VIII of the Zoning Ordinance and with the consent of Hotel Developer, an application with the Village to amend the Stage 1 Final Development Plan in accordance with the Proposed Modifications.

**K.** Pursuant to Section 8.05(5)a of the Zoning Ordinance, the Proposed Modifications constitute "major changes" to the approved planned unit development.

L. A public hearing of the Plan Commission of the Village of Lincolnwood to consider the Proposed Modifications was duly advertised in the Lincolnwood Review on August 6, 2020, and held on August 25, 2020, at which hearing the Plan Commission recommended approval of the Proposed Modifications.

M. On September 15, 2020, the Village President and Board of Trustees approved Ordinance No. **2020-3487**, amending the special use permit approved by the Stage 1 Special Use Ordinance and the Stage 1 Final Development Plan in accordance with the Proposed Modifications ("**2020 Amendatory Ordinance**").

N. As provided in, and as a condition of, the 2020 Amendatory Ordinance, Retail Developer and Hotel Developer (collectively, "**Developers**") has agreed to execute this First Amendment so as to provide that Stage 1 of the Proposed Development proceed in compliance with the Stage 1 Special Use Ordinance and the Stage 1 Final Development Plan, as amended by the 2020 Amendatory Ordinance.

O. The Village and the Owner now desire to further amend the Redevelopment Agreement, in accordance with Section 17.E of the Redevelopment Agreement, to allow for the development of the Property in accordance with the Proposed Modifications.

## **SECTION 2. DEFINITIONS; RULES OF CONSTRUCTION.**

A. **Definitions.** All capitalized words and phrases used throughout this First Amendment have the meanings set forth in the various provisions of this First Amendment. If a word or phrase is not specifically defined in this First Amendment, it has the same meaning as in the Redevelopment Agreement.

B. **Rules of Construction.** Except as specifically provided in this First Amendment, all terms, provisions and requirements contained in the Redevelopment Agreement remain unchanged and in full force and effect. In the event of a conflict between the text of the Redevelopment Agreement and the text of this First Amendment, the text of this First Amendment controls.

## **SECTION 3. COMPLIANCE WITH THE 2020 AMENDATORY ORDINANCE AND WITH THE AMENDED STAGE 1 FINAL DEVELOPMENT PLAN.**

A. **Effective Date of this Section 3.** This Section 3 of this First Amendment will become effective if and only Retail Developer, in its discretion, elects to pursue the Proposed Development of the Property, in accordance with the Proposed Modifications (the "**Modified Development**"). In order to make that election and to pursue the Modified Development, Retail Developer must deliver written notice of that election to the Village Director of Community Development concurrent with its filing of any application for a building permit in pursuit of the Modified Development. However, in the event that Retail Developer files an application for a building permit for, or otherwise takes any action in pursuit of, development of the Retail/Commercial Building as reflected in the Stage 1 Final Development Plan, in the form approved in the Stage 1 Special Use Ordinance, then: (i) this Section 3 will automatically and without further action become null and void and of no further force or effect; and (ii) the Retail/Commercial Building must be constructed in accordance with the Stage 1 Special Use Ordinance, and may not be constructed in accordance with the 2020 Amendatory Ordinance.

**B. General Use and Development Restrictions.** Stage 1 of the redevelopment and use of, and the construction on, the Property, must, except for minor alterations due to final engineering and site work approved by the Village Director of Public Works or the Village Director of Community Development, as appropriate, comply, and be in accordance, with all documents identified in Section 3 of the Stage 1 Special Use Ordinance, as amended by the 2020 Amendatory Ordinance.

**C. Amendment of Final Development Plan.** The Village and Developers acknowledge and agree that, pursuant to Section 4 of the 2020 Amendatory Ordinance, the Stage 1 Final Development Plan is amended to include the documents identified in Section 4 of the 2020 Amendatory Ordinance and collectively described as the “***Amended Stage 1 Final Development Plan Documents***”. Subject to Section 3.A of this First Amendment, in the event that the Amended Stage 1 Final Development Plan Documents conflict with the Stage 1 Final Development Plan approved pursuant to the Stage 1 Special Use Ordinance, the Amended Stage 1 Final Development Plan Documents control.

**SECTION 4. AMENDMENT.** The Redevelopment Agreement is hereby amended as follows:

**A.** Section 4.D of the Redevelopment Agreement is hereby amended further to read as follows:

**SECTION 4. DEVELOPMENT. USE. OPERATION. AND MAINTENANCE OF THE PROPERTY.**

Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the Village Code or the Zoning Ordinance or any other rights Developers may have, upon adoption by the Village of the Development Approvals, the Property shall be developed, used, operated, and maintained only pursuant to, and in accordance with, the terms and provisions of this Agreement and its exhibits, including, without limitation, the following development conditions:

\* \* \*

**D. Retail/Commercial Building.**

Retail Developer agrees that:

1. The Retail/Commercial Building shall be as depicted on the Elevation Plan that is part of the Final Development Plan, the tallest portion of which shall not exceed two stories in height.

2. The Retail/Commercial Building shall consist of not less than ~~20,000 square feet and not more than 30,000~~ **35,000** square feet of retail/commercial space.”

**B.** Section 6.F of the Redevelopment Agreement is hereby amended further to read as follows:

**SECTION 6. CONSTRUCTION.**

\* \* \*

**F. Completion of Construction.**

1. Retail Parcel. Substantial Completion-Residential and Substantial Completion-Retail shall occur no later than December 31, 2023. In the event that Retail Developer fails to comply with this requirement, then, in addition to all other remedies available to the Village under this Agreement, Retail Developer will not be entitled to further reimbursement of any Redevelopment Project Costs, and the Village will not make any further Incentive Payments to Retail Developer; **provided, however, that the Village shall continue to make payments on any outstanding TIF Notes and/or shall call such TIF Notes for redemption from unused proceeds at the earliest practicable date.**

2. Hotel Parcel. Substantial Completion-Hotel shall occur no later than December 31, 2023. In the event that Hotel Developer fails to comply with this requirement, then, in addition to all other remedies available to the Village under this Agreement, Hotel Developer will not be entitled to further reimbursement of any Redevelopment Project Costs, and the Village will not make any further Incentive Payments to Hotel Developer; **provided, however, that the Village shall continue to make payments on any outstanding TIF Notes and/or shall call such TIF Notes for redemption from unused proceeds at the earliest practicable date.**”

\* \* \*

**C.** Section 9.G.3 of the Redevelopment Agreement, which delayed the timing of Retail Developer’s right to seek reimbursement from Incremental Property Taxes for costs incurred in connection with its acquisition of the Property, is hereby repealed in its entirety and reserved.

**D.** Section 12 of the Redevelopment Agreement, concerning real estate taxes, is hereby repealed in its entirety and reserved.

**SECTION 5. RECORDING; BINDING EFFECT.**

A copy of this First Amendment will be recorded in the Office of the Cook County Recorder of Deeds against the Property. This First Amendment and the privileges, obligations, and provisions contained herein run with the Property and inure to the benefit of, and are and will be binding upon, the Village, Developers, and their respective personal representatives, successors, and assigns.

**SECTION 6. REPRESENTATIONS.**

**A. By the Village.** The Village hereby represents and warrants that: (1) the persons executing this First Amendment on its behalf have been properly authorized to do so by the Corporate Authorities; (2) it has full power and authority to execute and deliver this First Amendment and to perform all of its obligations imposed pursuant to this First Amendment; and

(3) this First Amendment constitutes a legal, valid and binding obligation of the Village enforceable in accordance with its terms.

**B. By Retail Developer.** Retail Developer hereby represents and warrants that: (1) it has full power and authority to execute and deliver this First Amendment and to perform all of its obligations imposed pursuant to this First Amendment; and (2) this First Amendment constitutes a legal, valid and binding obligation of Retail Developer enforceable in accordance with its terms.

**C. By Hotel Developer.** Hotel Developer hereby represents and warrants that: (1) it has full power and authority to execute and deliver this First Amendment and to perform all of its obligations imposed pursuant to this First Amendment; and (2) this First Amendment constitutes a legal, valid and binding obligation of Hotel Developer enforceable in accordance with its terms.

**IN WITNESS WHEREOF**, the Parties have hereunto set their hands on the date first above written.

ATTEST:

**VILLAGE OF LINCOLNWOOD,**  
an Illinois home rule municipal corporation

\_\_\_\_\_  
Beryl Herman, Village Clerk

By: \_\_\_\_\_  
Barry I. Bass  
Its: Village President

ATTEST:

**TOUHY & LINCOLN LLC,**  
an Illinois limited liability company

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST:

**FIRST LWD, LLC,**  
an Illinois limited liability company

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**ACKNOWLEDGMENTS**

STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF COOK        )

This instrument was acknowledged before me on \_\_\_\_\_, 2020, by Barry I. Bass, the Village President of the **VILLAGE OF LINCOLNWOOD**, an Illinois municipal corporation, and by Beryl Herman, the Village Clerk of said municipal corporation.

Given under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

SEAL

STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF COOK        )

This instrument was acknowledged before me on \_\_\_\_\_, 2020, by \_\_\_\_\_, the \_\_\_\_\_ of **TOUHY & LINCOLN LLC**, an Illinois limited liability company, and by \_\_\_\_\_, the \_\_\_\_\_ of said limited liability company.

Given under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

SEAL

STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF COOK        )

This instrument was acknowledged before me on \_\_\_\_\_, 2020, by \_\_\_\_\_, the \_\_\_\_\_ of **FIRST LWD, LLC**, an Illinois limited liability company, and by \_\_\_\_\_, the \_\_\_\_\_ of said limited liability company.

Given under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

SEAL

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**