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Doc#: 1532001074 Fee: \$224.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 11/16/2015 03:25 PM Pg: 1 of 94

VILLAGE OF LINCOLNWOOD )  
COUNTY OF COOK ) SS  
STATE OF ILLINOIS )

I, Beryl Herman, Village Clerk of the Village of Lincolnwood, in the County of Cook, State of Illinois, do hereby certify that I am keeper of records, ordinances, files and seal of said Village; and

I HEREBY CERTIFY that the attached is a true and correct copy of Village Ordinance No. 2015-3173, entitled "An Ordinance Approving An Amendment To The Pratt/McCormick Planned Unit Development (6810-6850 N. McCormick Boulevard)", adopted October 6, 2015, all as appears from the records in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of said Village of Lincolnwood, this 6<sup>th</sup> day of October, 2015.

Beryl Herman  
Village Clerk

Box 266

#22904362\_v1

RECORDING FEE 94<sup>00</sup>  
DATE 11/16/2015 COPIES 62  
OK BY [Signature]

VILLAGE OF LINCOLNWOOD     )  
COUNTY OF COOK             )   SS  
STATE OF ILLINOIS            )

I, Beryl Herman, Village Clerk of the Village of Lincolnwood, in the County of Cook, State of Illinois, do hereby certify that I am keeper of records, ordinances, files and seal of said Village; and

I HEREBY CERTIFY that the attached is a true and correct copy of Village Ordinance No. 2015-3173, entitled "An Ordinance Approving An Amendment To The Pratt/McCormick Planned Unit Development (6810-6850 N. McCormick Boulevard)", adopted October 6, 2015, all as appears from the records in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of said Village of Lincolnwood, this 6<sup>th</sup> day of October, 2015.

  
\_\_\_\_\_

Village Clerk

**VILLAGE OF LINCOLNWOOD**

**ORDINANCE NO. 2015-3173**

**AN ORDINANCE APPROVING AN AMENDMENT TO  
THE PRATT/MCCORMICK PLANNED UNIT DEVELOPMENT**

(6810-6850 North McCormick Boulevard)

ADOPTED BY THE  
PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF LINCOLNWOOD  
THIS 6<sup>th</sup> DAY OF OCTOBER, 2015.

Published in pamphlet form  
by the authority of the  
President and Board of Trustees  
of the Village of Lincolnwood,  
Cook County, Illinois this  
6<sup>th</sup> day of October, 2015



Village Clerk

**AN ORDINANCE APPROVING AN AMENDMENT TO  
THE PRATT/MCCORMICK PLANNED UNIT DEVELOPMENT**

(6810-6850 North McCormick Boulevard)

WHEREAS, R&R Global Partners, LLC ("**Applicant**") is the contract purchaser of that certain parcel of real property consisting of approximately 6.59 acres, located at the address commonly known as 6850 N. McCormick Boulevard, Lincolnwood, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance ("**Property**"); and

WHEREAS, the Village President and Board of Trustees adopted: (i) Ordinance No. Z99-044 on June 17, 1999, approving a special use permit for a planned unit development of the Property and an adjacent property and a preliminary plat of planned unit development; and (ii) Ordinance No. Z2000-064 on March 16, 2000, approving a final plat of planned unit development for the Property and the adjacent property (collectively, the "**PUD Ordinances**"); and

WHEREAS, the PUD Ordinances authorized the development of the Property as a planned unit development for use as a grocery store; and

WHEREAS, the Village President and Board of Trustees subsequently amended the PUD Ordinances by adopting Ordinance Nos. Z99-051, 2000-018, Z2003-179, Z3003-228, Z2004-236, and 2008-2824 (collectively, the PUD Ordinances and their amendments are the "**Pratt/McCormick Planned Unit Development**"); and

WHEREAS, pursuant to the Pratt/McCormick Planned Unit Development, the Property was developed and is improved with: (i) one 62,000 square-foot retail building formerly used as a grocery store ("**Existing Building**"); and (ii) an 83,843 square-foot surface parking lot located adjacent to, and to the east of, the Existing Building ("**Parking Lot**"); and

WHEREAS, the Applicant desires to: (i) redevelop the Existing Building on the Property for use by three tenants for various possible retail or commercial uses, including a health club; and (ii) construct one new building within the Parking Lot on the Property for use by two tenants for various possible retail or commercial uses ("**New Building**") (collectively, (i) and (ii) are the "**Proposed Development**"); and

WHEREAS, in order to permit the construction of the Proposed Development, and pursuant to Article VIII, Part A of the "The Village of Lincolnwood Zoning Ordinance," as amended ("**Zoning Ordinance**"), the Applicant, with the consent of the owner, filed an application with the Village for approval of an amendment to the Pratt/McCormick Planned Unit Development ("**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 July 16, 2015, and was held on August 5, 2015; and

WHEREAS, on August 5, 2015, the Plan Commission made findings and

recommendations in support of the Requested Relief, subject to specified conditions; and

WHEREAS, the Applicant has agreed to execute and record a development agreement prepared by the Village Attorney, governing the use and development of the Proposed Development and the Property and incorporating the conditions set forth in this Ordinance, the text of which development agreement is in substantially the form attached to and, by this reference, made a part of this Ordinance as **Exhibit B ("Development Agreement")**; and

WHEREAS, the Village President and Board of Trustees have determined that the Proposed Development complies with the required standards for special use permits and planned unit developments set forth in Articles V and VIII of the Zoning Ordinance; 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 AMENDMENTS TO PRATT/MCCORMICK PLANNED UNIT DEVELOPMENT. Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 3 of this Ordinance, the Village President and Board of Trustees hereby approve amendments to the Pratt/McCormick Planned Unit Development, as follows:

- A. Proposed Development. The Pratt McCormick Planned Unit Development is hereby amended to permit the development of the Proposed Development 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;
- B. Deletion of Lighting Restrictions. The Pratt McCormick Planned Unit Development is hereby amended to delete the parking lot lighting restrictions set forth in Section 4.9 of Ordinance No. Z99-044 and Section 6.6 of Ordinance No. Z2000-064; and
- C. Repeal of Sign Variations. The Pratt McCormick Planned Unit Development is hereby amended by repealing Ordinance No. 2000-018, which granted certain sign variations within the Pratt McCormick Planned Unit Development, in its entirety.

SECTION 3. 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 Applicant may have, the approval granted in Section 2 of this Ordinance will be, and is hereby, expressly subject to and contingent upon the development, use, and maintenance of the

Proposed Development and the Property in compliance with each and all of the following conditions:

A. Development Agreement.

1. Execution and Recordation. Within 30 days after the adoption of this Ordinance, the Applicant must execute the Development Agreement.
2. Compliance. The development, use, operation, and maintenance of the Proposed Development and the Property must at all times comply with all terms, conditions, restrictions, and provisions of the Development Agreement.

B. Standard Conditions.

1. Compliance with Regulations. The development, use, operation, and maintenance of the Proposed Development 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 or the Development Agreement.
2. Compliance with Final Development Plan. Except for minor changes and site work approved by the Village Zoning Officer or the Village Engineer (for matters within their respective permitting authorities) in accordance with all applicable Village standards, the development, use, operation, and maintenance of the Proposed Development and the Property must comply with the following plans and documents (collectively, the ***“Final Development Plan”***):
  - a. That certain plan titled “McCormick and Pratt Retail Center Proposed Site Plan A” prepared by OKW Architects, consisting of one sheet, with a latest revision date of July 27, 2015, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit C**;
  - b. That certain plan titled “McCormick and Pratt Retail Center Overall Landscape Plan” prepared by OKW Architects, consisting of one sheet, with a latest revision date of July 27, 2015, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit D**;
  - c. That certain plan titled “McCormick and Pratt Retail Center Landscape Plan – Area 1” prepared by OKW Architects, consisting of one sheet, with a latest revision date of July 27, 2015, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit E**;

- d. That certain plan titled “McCormick and Pratt Retail Center Landscape Plan – Areas 2 & 3” prepared by OKW Architects, consisting of one sheet, with a latest revision date of July 27, 2015, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit F**;
  - e. That certain plan titled “McCormick and Pratt Retail Center Proposed Elevations” prepared by OKW Architects, consisting of two sheets, with a latest revision date of July 27, 2015, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit G**; and
  - f. That certain plan titled “McCormick and Pratt Retail Center Photometrics – Site Plan ‘A’” prepared by OKW Architects, consisting of one sheet, with a latest revision date of July 27, 2015, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit H**.
- C. Approved Use List. The Proposed Development may not be used for any principal use except those uses set forth on the Approved Use List attached to and, by this reference, made a part of this Ordinance as **Exhibit I**.
- D. Security and Safety Measures.
- 1. Knox Boxes. The Village will have the right to refuse to issue a certificate of occupancy for the Proposed Development prior to the installation by the Applicant of Knox Boxes in a manner, and at specific locations on the Property, approved by the Village Fire Chief in his or her sole discretion.
  - 2. Security Plan. The Village will have the right to refuse to issue a certificate of occupancy for the Proposed Development prior to the approval by the Village Chief of Police of a security plan for Proposed Development, which plan may include the installation of alarms, cameras, lighting, and other devices intended to deter crime and to improve public safety, and which approval may be withheld in the sole and absolute discretion of the Village Chief of Police.
- E. Hours of Operation. The health club on the Property may be open for business to the public 24 hours per day. No other tenant within the Proposed Development may be open for business to the public 24 hours per day.
- F. Signage. Notwithstanding anything to the contrary depicted in the Final Development Plan:
- 1. No wall signs facing Pratt Avenue may be installed on the Existing Building.

2. No wall signs may be installed on the west elevation of the Existing Building, other than identification signs necessary to facilitate deliveries to the Existing Building.
  3. The number of wall signs installed on the east elevation of the Existing Building and each New Building will not exceed the number of tenants then occupying each respective building.
- G. Installation and Maintenance of Northeast Parkway Sidewalk. The Applicant must install and maintain, to the satisfaction of the Village Engineer, in his or her sole discretion: (1) a sidewalk along the south side of the Northeast Parkway right-of-way ("**Sidewalk**") between the west property line of the Property and the west edge of the marked pedestrian crosswalk described in the following clause; and (2) a marked pedestrian crosswalk, located where the Sidewalk crosses the driveway that is located adjacent to, and to the north and west of, the Existing Building, and that provides access to the Property from the Northeast Parkway right-of-way.
- H. Fence Repair. The Applicant must repair or replace the existing wood fence located along the west property line of the Property.

#### SECTION 4. CONTINUED EFFECT; CONFLICTS.

- A. Except as expressly modified by this Ordinance, the Pratt/McCormick Planned Unit Development will remain in full force and effect, and the Applicant must comply with all requirements, conditions, and restrictions in the Pratt/McCormick Planned Unit Development. Any violation of this Ordinance will be deemed a violation of the Pratt/McCormick Planned Unit Development and the Zoning Ordinance.
- B. In the event of a conflict between the provisions of any of the Ordinances comprising the Pratt/McCormick Planned Unit Development and the provisions of this Ordinance, the provisions of this Ordinance will control.

SECTION 5. RECORDATION; BINDING EFFECT. A copy of this Ordinance must 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 are binding upon, the Applicant and its respective personal representatives, successors, and assigns.

SECTION 6. FAILURE TO COMPLY WITH CONDITIONS. Upon the failure or refusal of the Applicant 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 approval granted in Section 2 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 approval granted in Section 2 unless they first provide the Applicant 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 Administrator and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

SECTION 7. 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 8. 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 will remain in full force and effect, and will 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 9. EFFECTIVE DATE.

- A. This Ordinance will be effective only upon the occurrence of all of the following events:
  - 1. Passage by the Village President and Board of Trustees in the manner required by law;
  - 2. Publication in pamphlet form in the manner required by law;
  - 3. 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; and
  - 4. Execution by the Applicant of the Development Agreement, and delivery to the Village of the executed Development Agreement, within 30 days of the passage of this Ordinance.
- B. In the event that the Applicant does not deliver fully executed copies of the Development Agreement within 30 days after the date of final passage of this Ordinance by the Village President and Board of Trustees, as required by Section 9.A.4 of this Ordinance, this Ordinance will automatically, and without further action, be and become null and void and of no force or effect.

[SIGNATURE PAGE FOLLOWS]

PASSED this 6<sup>th</sup> day of October, 2015.

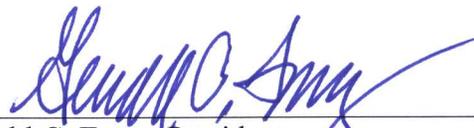
AYES: President Turry, Trustees Patel, Spino, Klatzco

NAYS: None

ABSENT: Trustees Cope, Bass, Elster

ABSTENTION: None

APPROVED by me this 6<sup>th</sup> day of October, 2015.



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Gerald C. Turry, President  
Village of Lincolnwood, Cook County, Illinois

ATTESTED and FILED in my office this  
6<sup>th</sup> day of October, 2015



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

#37330201\_v6

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

A PARCEL OF LAND IN THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BEING PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 41, RANGE 13 EAST, THENCE NORTHWESTERLY ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION, N 00 DEGREES 14' 59" W FOR A DISTANCE OF 658.58 FEET; THENCE N 88 DEGREES 10' 15" E FOR A DISTANCE OF 572.35 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE LAST DESCRIBED COURSE N 88 DEGREES 10' 15" FOR A DISTANCE OF 941.62 FEET THENCE S 01 DEGREES 54' 22" E FOR A DISTANCE OF 617.48 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF PRATT AVENUE; THENCE S 88 DEGREES 07' 30" W FOR A DISTANCE OF 941.95 FEET ALONG THE NORTH RIGHT-OF-WAY OF PRATT AVENUE; THENCE LEAVING SAID RIGHT-OF-WAY N 01 DEGREES 52' 30" W FOR A DISTANCE OF 618.23 FEET TO THE POINT OF BEGINNING.

**PIN: 10 -35 -203 -009**

Commonly Known As: 6850 McCormick Boulevard, Lincolnwood, Illinois.

**EXHIBIT B**

**Development Agreement**

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

Steven M. Elrod  
Holland & Knight LLP  
131 South Dearborn  
30th Floor  
Chicago, IL 60603

Above Space For Recorder's Use Only

**DEVELOPMENT AGREEMENT  
BETWEEN AND AMONG  
THE VILLAGE OF LINCOLNWOOD AND  
R&R GLOBAL PARTNERS, LLC  
(PRATT/MCCORMICK REDEVELOPMENT)  
DATED AS OF October 6, 2015**

**DEVELOPMENT AGREEMENT  
BETWEEN AND AMONG  
THE VILLAGE OF LINCOLNWOOD AND  
R&R GLOBAL PARTNERS, LLC  
(PRATT/MCCORMICK REDEVELOPMENT)**

**THIS DEVELOPMENT AGREEMENT (“Agreement”)** is made as of the 6th day of October, 2015, between and among the **VILLAGE OF LINCOLNWOOD**, an Illinois home rule municipal corporation (“**Village**”) and **R&R GLOBAL PARTNERS, LLC**, an Illinois limited liability company, or its affiliated nominee (“**Developer**”).

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

**SECTION 1. RECITALS.**

**A.** The Property is an approximately 6.59-acre property located at 6850 N. McCormick Boulevard, in Lincolnwood, Illinois.

**B.** As of the Effective Date of this Agreement, Developer is the contract purchaser of the Property.

**C.** The Corporate Authorities adopted Ordinance No. Z99-044 on June 17, 1999, and Ordinance No. Z2000-064 on March 16, 2000, approving a special use permit and preliminary and final plats of planned unit development for the development of the Property for use as a grocery store as part of a planned unit development that includes the Adjacent Property (“**Pratt/McCormick PUD**”), which ordinances have been amended from time to time.

**D.** The Property is currently improved with a 62,000 square-foot retail building formerly used as a grocery store (“**Existing Building**”), an approximate 83,843 square-foot surface parking lot located adjacent to, and to the east of, the Existing Building (“**East Parking Lot**”), and an approximate 11,017 square-foot surface parking lot located adjacent to, and to the south of, the Existing Building (“**South Parking Lot**”).

**E.** Developer desires to: (i) redevelop and subdivide the Existing Building on the Property for use by three tenants for various possible retail or commercial uses, including a health club; and (ii) construct one new approximately 6,000 square-foot building within the East Parking Lot on the Property for use by two tenants for various possible retail or commercial uses (“**New Building**”).

**F.** In connection with the proposed redevelopment of the Existing Building and the proposed development of the New Building, Developer, with the consent of the owner of the Property, filed applications with the Village seeking: (i) approval of an amendment to the Pratt/McCormick PUD; and (ii) support for and consent to Developer’s application to the office of

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\*All capitalized words and phrases throughout this Agreement have the meanings set forth in the preamble above and in Section 2 and the other provisions of this Agreement. If a word or phrase is not specifically defined in this Agreement, it has the meaning ascribed to it in the Zoning Ordinance.

the Cook County Assessor for classification of the Property as Class 7b pursuant to Section 74-63 of the Cook County Real Property Assessment Classification Ordinance ("**Class 7b Classification**").

**G.** A public hearing was held by the Village of Lincolnwood Plan Commission on August 5, 2015, to consider approval of the proposed amendment to the Pratt/McCormick PUD. On August 5, 2015, the Plan Commission voted to recommend to the Corporate Authorities approval of the relief requested, subject to specified conditions.

**H.** Public meetings were held by the Village of Lincolnwood Economic Development Commission on May 27 and June 24, 2015, to consider approval of the proposed Class 7b Classification. On June 24, 2015, the Economic Development Commission voted to recommend to the Corporate Authorities support for and consent to the Class 7b Classification, subject to specified conditions.

**I.** The Corporate Authorities, after due and careful consideration, have concluded that the redevelopment and use of the Existing Building and the development and use of the New Building and the Property pursuant to and in accordance with this Agreement would further enable the Village to control the development of the area and would serve the best interests of the Village.

**J.** On October 6, 2015, the Corporate Authorities approved: (i) the Amending PUD Ordinance; and (ii) the 7b Resolution.

**K.** The Village desires that the Existing Building, the New Building, and the Property be developed and used only in compliance with this Agreement and the Amending PUD Ordinance.

**L.** As provided in, and as a condition of, the Amending PUD Ordinance and the 7b Resolution, the Developer has agreed to execute this Agreement so as to provide that the Existing Building, the New Building, and the Property be developed and used only in compliance with this Agreement and the Amending PUD Ordinance.

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

**A.** Whenever used in this Agreement, the following terms have the following meanings unless a different meaning is required by the context:

**"7b Resolution"**: Resolution No. 2015-1873, adopted by the Corporate Authorities, supporting and consenting to the classification of the Property as Class 7b pursuant to Section 74-63 of the Cook County Real Property Assessment Classification Ordinance

**"Adjacent Property"**: That certain tract of land located adjacent to, and to the south and east of, the Property and legally described in **Exhibit B** attached to this Agreement.

**"Amending PUD Ordinance"**: Ordinance No. 2015-3173, adopted by the Corporate Authorities and as may be amended approving an amendment to the Pratt/McCormick PUD for the redevelopment of the Existing Building and the development of the New Building.

**"Corporate Authorities"**: The President and Board of Trustees of the Village.

**“East Parking Lot”**: The existing parking lot located on the Property adjacent to, and to the east of, the Existing Building.

**“Effective Date”**: The date of execution of this Agreement by all of the Parties, which date will be deemed to be the date set forth in the first paragraph of page one of this Agreement.

**“Elevations”**: That certain plan titled “McCormick and Pratt Retail Center Proposed Elevations” that is part of the Final Development Plan approved by the Amending PUD Ordinance, prepared by OKW Architects, consisting of two sheets, with a latest revision date of July 27, 2015, a copy of which is attached to this Agreement as **Exhibit C**.

**“Events of Default”**: Defined in Section 11.A of this Agreement with respect to Developer, and in Section 11.B of this Agreement with respect to the Village.

**“Evidence of Title Date”**: The date on which the Developer provides to the Village Clerk a copy of the deed or other instrument evidencing that fee simple title to the Property has been conveyed to the Developer or to such other person as the Developer has created or caused to be created for purposes of acquiring the Property.

**“Existing Building”**: The approximately 62,000 square-foot building formerly used as a grocery store located on the Property and depicted on the Site Plan as the “EXISTING FORMER DOMINICK’S BUILDING.”

**“Final Development Plan”**: That certain set of plans and documents comprising the final development plan for the Existing Building and the New Building, as approved and defined in Section 5.B.2 of the Amending PUD Ordinance, as may be amended pursuant to Section 14.L of this Agreement.

**“Force Majeure”**: Strikes, lockouts, acts of God, or other factors beyond a party’s reasonable control and reasonable ability to remedy; provided, however, that Force Majeure does not include: (i) delays caused by weather conditions, unless the weather conditions are unusually severe or abnormal considering the time of year and the particular location involved; or (ii) economic hardship, impracticability of performance, or commercial, economic, or market conditions.

**“Improvements”**: The on-site improvements to be made by Developer in connection with the redevelopment of the Existing Building and the development of the New Building, as provided in Section 4 of this Agreement, but specifically excluding the Existing Building and the New Building.

**“Landscape Plans”**: The following plans, all of which are components of the Final Development Plan and approved in the Amending PUD Ordinance, which plans are attached to this Agreement as **Group Exhibit D**: (i) that certain plan titled “McCormick and Pratt Retail Center Overall Landscape Plan” prepared by OKW Architects, consisting of one sheet, with a latest revision date of July 27, 2015; (ii) that certain plan titled “McCormick and Pratt Retail Center Landscape Plan – Area 1” prepared by OKW Architects, consisting of one sheet, with a latest revision date of July 27, 2015; and (iii) that certain plan titled “McCormick and Pratt Retail Center Landscape Plan – Areas 2 & 3” prepared by OKW Architects, consisting of one sheet, with a latest revision date of July 27, 2015.

**"New Building"**: The approximately 6,000 square-foot building to be constructed by Developer on the Property within the East Parking Lot depicted on the Site Plan as "PROPOSED 6,000 S.F. OUTLOT BUILDING."

**"Parties"**: The Village and Developer, collectively.

**"Person"**: Any natural individual, corporation, partnership, individual, joint venture, trust, estate, association, business, enterprise, proprietorship, or other legal entity of any kind, either public or private, and any legal successor, agent, representative, or authorized assign of the above, or other entity capable of holding title to, or any lesser interest in, real property.

**"Photometric Plan"**: That certain plan titled "McCormick and Pratt Retail Center Photometrics – Site Plan 'A'" that is a component of the Final Development Plan approved by the Amending PUD Ordinance, prepared by OKW Architects, consisting of one sheet, with a latest revision date of July 27, 2015, a copy of which is attached to this Agreement as **Exhibit E**.

**"Property"**: That certain tract of land, consisting of approximately 6.59 acres, commonly known as 6850 McCormick Boulevard, in Lincolnwood, Illinois and legally described in **Exhibit A** attached to this Agreement.

**"Public Improvements"**: Those Improvements by the Developer that will be dedicated to, and accepted by, the Village.

**"Requirements of Law"**: All applicable federal, state and Village laws, statutes, codes, ordinances, resolutions, rules, and regulations.

**"Site Plan"**: That certain plan titled "McCormick and Pratt Retail Center Proposed Site Plan A" that is a component of the Final Development Plan approved in the Amending PUD Ordinance, prepared by OKW Architects, consisting of one sheet, with a latest revision date of July 27, 2015, a copy of which is attached to this Agreement as **Exhibit F**.

**"Site Restoration"**: Site restoration and modification activities to establish a park-like setting suitable for passive outdoor recreational activities or back to the condition of the Property which existed immediately prior to the start of construction.

**"South Parking Lot"**: The existing parking lot located on the Property adjacent to, and to the south of, the Existing Building.

**"Structure"**: Defined in the Zoning Ordinance, and including, without limitation, the New Building.

**"Subdivision Ordinance"**: Chapter 16 of the Village Code.

**"Village Code"**: "The Municipal Code of Lincolnwood", as amended.

**"Zoning Ordinance"**: Chapter 15 of the Village Code, titled "The Village of Lincolnwood Zoning Ordinance", as amended.

**B. Rules of Construction.**

1. Grammatical Usage and Construction. In construing this Agreement, feminine or neutral pronouns must be substituted for those masculine in form and vice versa, and plural terms must be substituted for singular and singular for plural, in any place in which the context so requires.

2. Headings. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

3. Calendar Days. Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" means calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

**SECTION 3. DEVELOPMENT, USE, OPERATION AND MAINTENANCE OF THE EXISTING BUILDING, NEW BUILDING, AND THE PROPERTY.**

Notwithstanding any use or development right that may be applicable or available to the Existing Building, the New Building, and the Property pursuant to the Zoning Ordinance, the Existing Building, the New Building, and the Property must 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 restrictions:

**A. Redevelopment of the Existing Building.** The Existing Building must be redeveloped and located on the Property in accordance with the Final Development Plan.

**B. Construction of the New Building.** The New Building must be constructed and located in the East Parking Lot on the Property as depicted on the Final Development Plans.

**C. Operation and Use.**

1. General. Operation of the Existing Building, the New Building, and the Property must at all times be in strict conformance with the applicable provisions of the Zoning Ordinance and the Requirements of Law.

2. Approved Use List. The Existing Buildings, the New Building, and the Property may not be used for any principal use except those uses set forth on the Approved Use List attached to this Agreement as **Exhibit G**.

D. **Approval of 7b Tax Incentives.** Developer's obligations under this Agreement are subject to Developer receiving a 7b tax incentive from Cook County. If such incentive is not approved by Cook County, Developer will not purchase the Property and this Agreement shall be null and void.

E. **Security and Safety Measures.**

1. **Fire Alarms.** All fire alarm systems installed and placed into operation for the Existing Building and the New Building must be connected to the Village Fire Board via a direct radio connection in accordance with the Village Code.

2. **Security Plan.** The Village will have the right, but not the obligation, to refuse to issue a certificate of occupancy for the Existing Building and the New Building prior to the approval by the Village Chief of Police of a security plan for the Property, which plan may include the installation of alarms, cameras, lighting, and other devices intended to deter crime and to improve public safety, and which approval may be withheld in the sole and absolute discretion of the Village Chief of Police.

F. **Installation and Maintenance of Signage.** Developer must install and maintain signage on the Property in accordance with, and in the manner depicted on, the Final Development Plan; provided, however, that notwithstanding anything to the contrary depicted on the Final Development Plan, the installation and maintenance of all signage on the Property will be subject to the following restrictions:

1. **No Wall Signs Facing Pratt Avenue.** No wall signs facing Pratt Avenue may be installed on the Existing Building.

2. **No Wall Signs on West Elevation.** No wall signs may be installed on the west elevation of the Existing Building other than identification signs necessary to facilitate deliveries to the Existing Building.

3. **Wall Signs on East Elevation.** The number of wall signs installed on the east elevation of the Existing Building and the New Building will not exceed the number of tenants then occupying each respective building.

G. **Landscaping and Tree Preservation.**

1. **Landscaping.** Prior to the issuance by the Village of a final certificate of occupancy for the Existing Building and the New Building, Developer must install landscaping on the Property, as depicted on the Landscape Plans, which landscaping must be installed and maintained and in accordance with the following:

a. Unless otherwise approved in advance by the Village Director of Public Works, no plant material to be installed on the Property may be purchased or relocated from a location that is not within a 150-mile radius of the Village.

b. Developer must, prior to construction, erect fencing satisfactory to the Director of Public Works to protect those existing trees located on the Property: (i) designated in the Final Development Plan; and (ii) designated for protection by the Village.

c. Notwithstanding the construction of the parking lot changes and New Building as shown on the Final Development Plan, no grade alteration or construction may take place within the drip line of any protected existing tree without the prior written approval of the Director of Public Works.

d. All trees, shrubs, plantings, and ornamentals must be healthy, and of the size, height, and species described in the Landscape Plans.

e. The Director of Public Works has the right to reasonably reject or require replacement of any landscaping that is not in accordance with this Agreement.

f. Developer must, and does hereby, guarantee the proper health and survival of all landscaping (new and transplanted) for a period of two years after the date of the installation of such landscaping.

g. The final grade of the site must contain a minimum of four to six inches of topsoil, except as may be approved by the Director of Public Works.

h. Upon installation, the trees required to be installed and planted pursuant to this Agreement must have the minimum height and diameter as represented on the Landscape Plans, and must comply with the tree replacement requirements set forth in the Village Code.

i. Developer must replace any plantings that are not healthy and growing after one year from the date of installation.

2. Tree Preservation. Developer must preserve trees and vegetation as depicted on the Final Development Plan, and must comply with all applicable tree preservation measures adopted by the Village.

**H. Sales Tax Generating Operating Requirement.** At no time will more than 50 percent of the total gross floor area of the tenant space located within both the Existing Building and the New Building be occupied by tenants primarily engaged in transactions that are not subject to one or more of the following: the Village Municipal Retailers' Occupation Tax, Municipal Service Occupation Tax, and Home Rule Municipal Retailers' and Service Occupation Tax pursuant to Articles 1, 2, and 4 of Chapter 8 of the Village Code and the Illinois Retailers' Occupation Tax, as may be amended.

**I. General Use and Development Restrictions.** The development and use of, and the construction on, the Existing Building, the New Building, and the Property, must, except for minor alterations due to final engineering and site work approved by the Village Engineer or the Director of Community Development, as appropriate, comply, and be in accordance, with the following:

1. this Agreement;
2. the Amending PUD Ordinance;
3. the Final Development Plan, and all individual plans and documents of which it is comprised;
4. the Zoning Ordinance;

5. the Subdivision Ordinance; and
6. the Requirements of Law.

Unless otherwise provided in this Agreement either specifically or in context, in the event of a conflict between or among any of the plans or documents listed as or within items 1 through 6 of this Section 3.H, the plan or document that provides the greatest control and protection for the Village, as determined by the Village Manager, will control. All of the plans and documents listed as items 1 through 6 of this Section 3.H must be interpreted so that the duties and requirements imposed by any one of them are cumulative among all of them, unless otherwise provided in this Agreement either specifically or in context.

#### **SECTION 4. IMPROVEMENTS.**

**A. Description of Improvements.** Developer must, at its sole cost and expense, construct and install all of the Improvements depicted on the Final Development Plan, including, without limitation:

1. Sanitary sewer mains and service lines;
2. Water mains and service lines;
3. Knox Boxes for the Existing Building and the New Building, installed in a manner, and at specific locations, approved by the Village Fire Chief in his or her sole discretion.
4. Any other Improvements identified in the Final Development Plan or to be identified by the Parties pursuant to Chapter 16, Article 5 of the Village Code.

#### **B. Design and Construction of the Improvements.**

1. General Standards. All Improvements must be designed and constructed pursuant to and in accordance with the Final Development Plan and the Amending PUD Ordinance, and are subject to the reasonable written satisfaction of the Village Engineer in accordance with the Village Code and the Subdivision Ordinance. All work performed on the Improvements must be conducted in a good and workmanlike manner, with due dispatch, and within the time(s) provided in this Agreement. All materials used for construction of the Improvements must be new and of first rate quality.

2. Contract Terms; Prosecution of the Work. Developer must include in every contract for work on the Improvements terms requiring the contractor to prosecute the work diligently and continuously, in full compliance with, and as required by or pursuant to, this Agreement, the Amending PUD Ordinance, the Final Development Plan, and the Requirements of Law, until the work is properly completed, and providing that Developer may take over and prosecute the work if the contractor fails to do so in a timely and proper manner.

3. Engineering Services. Developer must provide, at its sole cost and expense, all engineering services for the design and construction of the Improvements, by a professional engineer responsible for overseeing the construction of the Improvements. Developer must promptly provide the Village with the name of a local owner's representative and a telephone number or numbers at which the owner's representative can be reached at all times.

4. Village Inspections and Approvals. All work on the Improvements are subject to inspection and approval by Village representatives at all times.

5. Other Approvals. Where the construction and installation of any Improvement requires the consent, permission, or approval of any public agency or private party, Developer must promptly file all applications, enter into all agreements, post all security, pay all fees and costs, and otherwise take all steps that may be required to obtain the consent, permission, or approval.

6. Parking and Traffic Improvements.

a. Developer must install and maintain, to the satisfaction of the Village Engineer, in his or her sole discretion: (i) a sidewalk along the south side of the Northeast Parkway right-of-way ("**Sidewalk**") between the west property line of the Property and the west edge of the marked pedestrian crosswalk described in the following clause; and (ii) a marked pedestrian crosswalk, located where the Sidewalk crosses the service driveway that is located adjacent to, and to the north and west of, the Existing Building, and that provides access to the Property from the Northeast Parkway right-of-way.

b. All crosswalks and stop bars installed within the Property must be comprised of raised thermoplastic.

7. Fence. Developer must repair or replace the existing wood fence located along the west property line of the Property.

**C. Utilities.**

1. Burial of Utilities. Developer must, at its sole cost and expense, cause to be buried all utility lines necessary for the Existing Building and the New Building in accordance with the requirements of Section 16-5-6 of the Subdivision Ordinance. Developer must cooperate with all utility companies and owners of neighboring properties as may be necessary to ensure that the burial of utilities required pursuant to this Section 4.C.1 does not disrupt utility service to neighboring properties.

2. Connection to Village Owned Utilities. No sewer and water utilities located on the Property may be connected to the sewer and water utilities belonging to the Village, except: (i) in accordance with the applicable provisions of the Village Code; and (ii) upon payment of the connection fees required pursuant to the Village Code.

**D. Completion of the Improvements.** The Village has the right, but not the obligation, to refuse to issue a final certificate of occupancy for the Existing Building and the New Building until the Improvements are completed by Developer and approved by the Village. The foregoing does not preclude the Village's issuance of conditional certificates of occupancy pursuant to Section 5.F.2 of this Agreement and applicable provisions of the Village Code. The issuance of any building permit or certificate of occupancy by the Village at any time prior to completion of all of the Improvements by Developer and approval of the Improvements by the Village will not confer on Developer any right or entitlement to any other building permit or certificate of occupancy.

**E. Dedication and Maintenance of the Improvements.**

1. Final Inspection and Approval of the Improvements. Developer must notify the Village when it believes that any or all of the Improvements have been fully and properly completed and must request final inspection and approval of the Improvement or Improvements by the Village. The notice and request must be given far enough in advance to allow the Village time to inspect the Improvements and to prepare a punch list of items requiring repair or correction and to allow Developer time to make all required repairs and corrections prior to the scheduled completion date. Developer must promptly make all necessary repairs and corrections as specified on the punch list. The Village will not be required to approve any portion of the Improvements until: (a) all of the Improvements as may be required pursuant to Section 4.A of this Agreement, including all punch list items, have been fully and properly completed; and (b) the Village Director of Public Works has determined that the specific Improvement has been constructed to completion, in accordance with all applicable plans, specifications, and Requirements of Law.

2. Dedication and Acceptance of Public Improvements. The execution of this Agreement does not constitute acceptance by the Village of any Improvements that are depicted as "dedicated" on the Final Development Plan, if any. The acceptance of ownership of, and responsibility for, a specific approved Improvement as a Public Improvement may be made only by the Corporate Authorities, and only in compliance with the requirements of the Subdivision Code.

3. Transfer of Ownership of Public Improvements and Easements to the Village. Upon the approval of, and prior to acceptance of, the Public Improvements to be accepted by the Village pursuant to this Section 4.E, Developer must execute, or cause to be executed, all documents as the Village may request to transfer ownership of, or to provide easements in, the Public Improvements to, and to evidence ownership of the Public Improvements by, the Village, free and clear of all liens, claims, encumbrances, and restrictions, unless otherwise approved by the Village in writing. Developer must, at the same time, grant, or cause to be granted, to the Village all insured easements or other property rights as the Village may require to install, operate, maintain, service, repair, and replace the Public Improvements that have not previously been granted to the Village, free and clear of all liens, claims, encumbrances, and restrictions, unless otherwise approved by the Village in writing.

4. Maintenance of Public Improvements. For a period of two years following acceptance by the Village of the Public Improvements, Developer must, at its sole cost and expense, maintain the Public Improvements without any modification, except as specifically approved in writing by the Village Engineer, in a first rate condition at all times. Developer hereby guarantees, on its behalf and on behalf of its successors to the Property, the prompt and satisfactory correction of all defects and deficiencies in any of the Public Improvements that occur or become evident within two years after acceptance of the Public Improvement by the Village pursuant to this Agreement. In the event the Village Engineer determines, in the Village Engineer's reasonable discretion, that Developer is not adequately maintaining, or has not adequately maintained, any Public Improvement, Developer must, after 10 days' prior written notice from the Village (subject to Force Majeure), correct it or cause it to be corrected. If Developer fails to correct the defect, commence the correction of the defect, or diligently pursue correction of the defect to completion, the Village, after 10 days' prior written notice to Developer, may, but will not be obligated to, enter upon any or all of the Property for the purpose of performing maintenance work on and to the Public Improvement. In the event that the Village causes to be performed any work pursuant to this Section 4.E.4, Developer must,

upon demand by the Village, pay the costs of the work to the Village. If Developer fails to pay the costs, the Village will have the right to draw from the Maintenance Guarantee required pursuant to Section 7.B of this Agreement, based on costs actually incurred or on the Village's reasonable estimates of costs to be incurred, an amount of money sufficient to defray the entire cost of the work, including legal fees and administrative expenses. In the event any Public Improvement is repaired or replaced by the Village pursuant to this Section 4.E.4, the Village's right to draw upon the Maintenance Guarantee pursuant to Section 7.B of this Agreement will be extended, as to the repair or replacement, for two full years from the date of the repair or replacement. The balance of funds drawn upon but not used will be returned to Developer.

## **SECTION 5. CONSTRUCTION.**

**A. Commencement of Development.** The Developer may not commence any demolition or construction required as part of the redevelopment of the Existing Building or the development of the New Building prior to the Evidence of Title Date. This Section 5.A may not be deemed or construed as a limitation on the ability of the then-owner of the Property to cause the demolition of any existing structures on the Property, in accordance with the Requirements of Law.

**B. Diligent Pursuit of Construction.** Developer must pursue, or cause to be pursued, all required development, demolition, construction, and installation of structures, buildings, and Improvements on the Property in a diligent and expeditious manner, and in strict compliance with the Village Code and the Requirements of Law.

### **C. Construction Traffic.**

1. **Construction and Traffic Management Plan.** Developer must prepare and submit, for review and approval by the Village Director of Public Works, a Construction and Traffic Management Plan ("**CTM Plan**") for the redevelopment of the Existing Building and the development of the New Building. The CTM Plan must govern (i) the location, storage, and traffic routes for construction equipment and construction vehicles, and (ii) the location of alternative off-street parking during the construction. The Village has no obligation to issue a building permit for any structure or Improvement, and no construction may be commenced with respect to the structure or Improvement, unless and until the Village Director of Public Works has approved, in writing, the CTM Plan. The Village agrees to cause the CTM Plan to be promptly and expeditiously reviewed by the Village Director of Public Works; provided, however, that nothing in this Agreement may be deemed or interpreted to require approval of the CTM Plan. The CTM Plan must include, without limitation, the following:

- a. The schedule and traffic routes for construction traffic accessing the Property;
- b. The designation of machinery and construction material storage areas on the Property;
- c. Provisions for the screening of construction areas within the Property;
- d. The hours of operation and schedule for construction on the Property;

e. The location of areas on the Property for the parking of construction vehicles and vehicles operated by construction employees;

f. The location of alternative off-street parking to replace any parking temporarily lost due to construction; and

g. The location of temporary and durable off-street parking on the Property for construction employees.

2. **Designated Routes of Access.** The Village reserves the right to designate certain prescribed routes of access to the Property for construction traffic to provide for the protection of pedestrians and to minimize disruption of traffic and damage to paved street surfaces; provided, however, that the designated routes may not: (a) be unreasonably or unduly circuitous; or (b) unreasonably or unduly hinder or obstruct direct and efficient access to the Property for construction traffic.

3. **Maintenance of Routes of Access.** At all times during the construction of the structures and Improvements, Developer must: (a) keep all routes used for construction traffic free and clear of mud, dirt, debris, obstructions, and hazards; and (b) repair any damage caused by construction traffic.

**D. Parking and Storm Water Management During Construction.** During construction of any of the structures or Improvements on the Property, Developer must:

1. Install temporary and durable surface off-street parking on the Property for the parking of construction employee vehicles, as necessary; and

2. Temporarily divert or control any heavy accumulation of storm water away from or through the Property in a manner approved in advance by the Village Engineer, which method of diversion must include early installation of storm drains to collect water and convey it to a safe discharge point.

**E. Issuance of Permits and Certificates.**

1. **Right to Withhold Permits and Certificates.** In addition to every other remedy permitted by law for the enforcement of this Agreement, the Village has the absolute right to withhold the issuance of any building permit or certificate of occupancy for the Property at any time when Developer has failed or refused to meet fully any of its obligations under, or is in violation of, or is not in full compliance with, the material terms of this Agreement.

2. **Conditional Certificate of Occupancy.** A conditional certificate of occupancy associated with the Existing Building and the New Building will not be issued until the grading of the street parkways across the frontage of the subject structure, final grading and installation of top soil, seeding/sod, and landscaping on the subject structure have been completed, and sidewalks across the frontage of the subject structure and street lights and surface course of all street pavement throughout the Property have been installed, subject to seasonal conditions.

**F. Completion of Construction.**

1. **Removal of Partially Constructed Structures and Improvements.** Subject to Force Majeure, if Developer fails to diligently pursue all demolition and construction as

required in, or permitted by, Sections 3 and 4 of this Agreement to completion within the time period prescribed in the building permit or permits issued by the Village for the demolition or construction, as the case may be, and if a perfected application to renew building permit or permits is not filed within 30 days after the expiration of the permit or permits, Developer must, within 60 days after notice from the Village: (a) remove any partially constructed or partially completed buildings, structures, or Improvements from the Property; and (b) perform Site Restoration on that portion of the Property in which Developer has failed to complete all such demolition and construction, all in accordance with plans approved by the Village.

2. **Removal and Restoration by Village.** In the event Developer fails or refuses to remove any partially completed buildings, structures, and Improvements, or to perform Site Restoration, as required pursuant to Section 5.G.1 of this Agreement, the Village will have, and is hereby granted the right, at its option, to: (a) demolish and/or remove any of the partially completed buildings, structures, and Improvements from any and all portions of the Property; (b) perform Site Restoration; and/or (c) cause the buildings, structures, or Improvements to be completed in accordance with the plans submitted. Developer must fully reimburse the Village for all costs and expenses, including legal and administrative costs incurred by the Village for such work. If Developer does not so fully reimburse the Village, the Village will have the right to draw from the Performance Security and the Maintenance Guarantee, as described in and provided pursuant to Section 7 of this Agreement, an amount of money sufficient to defray the entire cost of the work, including legal fees and administrative expenses. If Developer does not so fully reimburse the Village, and the Performance Security and Maintenance Guarantee have no funds remaining in them or is otherwise unavailable to finance such work, then the Village will have the right to place a lien on the Property for all such costs and expenses in the manner provided by law. The rights and remedies provided in this Section 5.G.2 are in addition to, and not in limitation of, any other rights and remedies otherwise available to the Village in this Agreement, at law, and/or in equity.

**G. As-Built Plans.** After completion of the redevelopment of the Existing Building and the construction of any new structure, Developer must submit to the Village Director of Community Development final "as-built" plans: (1) related to drainage, grading, storm sewer, sanitary sewer and water mains, and associated structures; and (2) for other final construction documents as required and approved by the Village Engineer and the Village Director of Community Development.

**H. Damage to Public Property.** Developer must maintain the Property and all streets, sidewalks, and other public property in and adjacent to the Property in a good and clean condition at all times during the development of the Property and the construction of the Improvements. Further, Developer must: (1) promptly clean all mud, dirt, or debris deposited on any street, sidewalk, or other public property in or adjacent to the Property by Developer or any agent of or contractor hired by, or on behalf of, Developer; and (2) repair any damage that may be caused by the activities of Developer or any agent of or contractor hired by, or on behalf of, Developer.

## **SECTION 6. PAYMENT OF VILLAGE FEES AND COSTS.**

**A. Negotiation and Review Fees.** In addition to all other costs, payments, fees, charges, contributions, or dedications required by this Agreement or by the Requirements of Law, Developer must pay to the Village, contemporaneous with the execution of this Agreement by the Village Manager, all third-party legal, engineering, and other consulting or administrative fees, costs, and expenses incurred or accrued in connection with: (1) the development of the Property, including, without limitation, the review and processing of plans therefor; and (2) the

negotiation, preparation, consideration, and review of this Agreement. Payment of all fees, costs, and expenses must be made by a certified or cashier's check. Developer acknowledges and agrees that it will continue to be liable for and to pay, promptly after presentation of a written demand or demands for payment, such third-party fees, costs, and expenses incurred in connection with any applications, documents, proposals, or requests for interpretations or amendments of this Agreement, whether formal or informal, of whatever kind, submitted by Developer during the term of this Agreement in connection with the use and development of the Property. Further, Developer acknowledges and agrees that it will be liable for and will pay after demand all fees, costs, and expenses incurred by the Village for publications and recordings required in connection with the above matters.

**B. Other Village Fees.** In addition to all other costs, payments, fees, charges, contributions, or dedications required by this Agreement, Developer must pay to the Village all application, inspection, and permit fees, all water and sewer general and special connection fees, tap-on fees, charges, and contributions, and all other fees, charges, and contributions pursuant to the Requirements of Law.

## **SECTION 7. PERFORMANCE SECURITY.**

**A. General Requirements.** As security to the Village for the performance by Developer of Developer's obligations pursuant to and in accordance with Section 4.A of this Agreement, Developer must cause to be provided to the Village a letter of credit, in a total amount equal to 110% of the estimated cost of completing the Improvements required pursuant to Section 4.A of this Agreement, as determined in the sole and absolute discretion of the Village Engineer and the Village Director of Community Development (for matters within their respective permitting authorities) ("**Performance Security**"). The Performance Security must be in a form provided by, and acceptable to, the Village. The Village will release the Performance Security in a timely fashion upon the Village's approval, and as appropriate, acceptance of the Improvements; provided, however, that the Village will only be required to release that percentage of the Performance Security that equals the portion of the Improvements that have been approved and, as appropriate, accepted.

**B. Maintenance Guarantee for Public Improvements.** Following the Village's release of any percentage of the Performance Security for any Public Improvement, Developer must substitute for the released percentage of the Performance Security a maintenance guarantee in the form of a letter of credit or performance bond ("**Maintenance Guarantee**"), which is equal to 10 percent of the actual costs of the completed Public Improvements for which the letter of credit has been released, and which is acceptable to the Village's Corporation Counsel. Developer must deposit the Maintenance Guarantee with the Village. The Maintenance Guarantee will be effective for a period of two years from the date of acceptance by the Village of the Public Improvements and may be utilized by the Village in accordance with Section 4.E.4 of this Agreement ("**Maintenance Guarantee Term**"). The Village will return to Developer the Maintenance Guarantee upon the end of the Maintenance Guarantee Term if no defects develop in the Public Improvements.

## **SECTION 8. LIABILITY AND INDEMNITY.**

**A. Village Review.** Developer acknowledges and agrees that the Village is not, and will 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 the Improvements, or the issuance of any approvals, permits, certificates, or acceptances, for the development or use of

the Property or the Improvements, and that the Village's review and approval of any such plans and the Improvements and issuance of any such approvals, permits, certificates, or acceptances does not, and will not, in any way, be deemed to insure Developer or any of its successors, assigns, tenants and licensees, or any third party, against damage or injury of any kind at any time.

**B. Village Procedure.** 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 the Amending PUD Ordinance, and Developer agrees not to challenge such approvals on the grounds of any procedural infirmity or of any denial of any procedural right.

**C. Indemnity.** Developer, only as to its own acts and omissions, agrees to, and does hereby, hold harmless and indemnify the Village and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of those parties in connection with: (i) the Village's review and approval of any plans for the Property or the Improvements; (ii) the issuance of any approval, permit, certificate, or acceptance for the Property or the Improvements; and (iii) the development, construction, maintenance, or use of any portion of the Property or the Improvements ("**Indemnified Claims**"); provided, however, that this indemnity does not apply to willful misconduct or gross negligence on the part of the Village.

**D. Defense Expense.** Developer, only as to its own acts or omissions, hereby agrees 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 Indemnified Claims.

## **SECTION 9. NATURE, SURVIVAL AND TRANSFER OF OBLIGATIONS.**

**A. Successors and Transferees.** To assure that all grantees, successors, assigns, and transferees of Developer, and all successor owners and tenants of all or any portion of the Property, have notice of this Agreement and the obligations created by it, Developer must:

1. Deposit with the Village Clerk, concurrent with the Village's approval of this Agreement, any consents or other documents necessary to authorize the Village to record this Agreement in the office of the Cook County Recorder of Deeds;
2. Notify the Village in writing at least 30 days prior to any date on which Developer transfers a legal or beneficial interest in any portion of the Property to a third party;
3. Incorporate this Agreement into any and all real estate sales contracts for "transfers", as that term is defined in Section 9.B of this Agreement, entered into for the sale of all or any portion of the Property; and
4. Except as provided in Section 9.C of this Agreement, require, prior to the transfer of all or any portion of the Property, or any legal or equitable interest therein, to any third party, the transferee of said portion or interest in the Property to execute an enforceable written agreement, in substantially the form of **Exhibit H** attached to this Agreement, agreeing to be bound by the provisions of this Agreement ("**Transferee Assumption Agreement**") and to provide the Village, upon request, with such reasonable assurance of the financial ability of the transferee to meet those obligations as the Village may require. The Village agrees that

upon a successor becoming bound to the obligation created in the manner provided in this Agreement and providing the financial assurances required pursuant to this Agreement, the liability of Developer will be released to the extent of the transferee's assumption of the liability. The failure of Developer to provide the Village with a copy of a Transferee Assumption Agreement fully executed by the transferee and, if requested by the Village, with the transferee's proposed assurances of financial capability before completing any transfer, will result in Developer remaining fully liable for all of its obligations under this Agreement but will not relieve the transferee of its liability for all such obligations as a successor to Developer.

**B. Transfer Defined.** For purposes of this Agreement, the term "transfer" includes any assignment, sale, transfer to a receiver or to a trustee in bankruptcy, transfer in trust, or other disposition of the Property, or any beneficial interest in the Property, in whole or in part, by voluntary or involuntary sale, foreclosure, merger, sale and leaseback, consolidation, or otherwise.

**C. Mortgagees of Property.** This Agreement is binding on all mortgagees of the Property or other secured parties automatically upon such mortgagee assuming title to the Property, in whole or in part, by a foreclosure or a deed in lieu of foreclosure without the necessity of entering into a Transferee Assumption Agreement. Until such time, however, a mortgagee or other secured party will have no personal liability hereunder.

#### **SECTION 10. TERM.**

**A. Term.** The provisions of this Agreement run with and bind the Property and inure to the benefit of, are enforceable by, and obligate the Village, Developer, and any of their respective, grantees, successors, assigns, and transferees, including all successor legal or beneficial owners of all or any portion of the Property. If any of the privileges or rights created by this Agreement would otherwise be unlawful or void for violation of: (i) the rule against perpetuities or some analogous statutory provision; (ii) the rule restricting restraints on alienation; or (iii) any other statutory or common law rules imposing time limits, then the affected privilege or right will continue only until 21 years after the death of the last survivor of the now living lawful descendants of the current President of the United States, or for any shorter period that may be required to sustain the validity of the affected privilege or right.

**B. Automatic Termination.** In the event the Evidence of Title Date does not occur prior to January 31, 2016, or such later date as the Corporate Authorities may approve by resolution duly adopted, this Agreement will automatically, and without any further action by the Corporate Authorities, be terminated and be null and void and of no force or effect.

#### **SECTION 11. EVENTS OF DEFAULT.**

**A. Developer Events of Default.** The following are Events of Default by Developer under this Agreement:

1. If any representation made by Developer in this Agreement, or in any certificate, notice, demand or request made by Developer in writing and delivered to the Village pursuant to or in connection with this Agreement, proves to be untrue or incorrect in any material respect as of the date made.

2. Default by Developer for a period of 15 days after written notice thereof in the performance or breach of any covenant contained in this Agreement concerning the

existence, structure, or financial condition of Developer; provided, however, that such default or breach will not constitute an Event of Default if such default cannot be cured within said 15 days and Developer, within said 15 days, initiates and diligently pursues appropriate measures to remedy the default and in any event cures such default within 60 days after such notice.

3. Default by Developer for a period of 15 days after written notice thereof from the Village in the performance or breach of any covenant, warranty or obligation contained in this Agreement; provided, however, that such default will not constitute an Event of Default if such default cannot be cured within said 15 days and Developer, within said 15 days, initiates and diligently pursues appropriate measures to remedy the default and in any event cures such default within 60 days after such notice.

4. The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of Developer in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of Developer for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of 60 consecutive days.

5. The commencement by Developer of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by Developer to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of Developer or of any substantial part of the Property, or the making by any such entity of any assignment for the benefit of creditors or the failure of Developer generally to pay such entity's debts as such debts become due or the taking of action by Developer in furtherance of any of the foregoing, or a petition is filed in bankruptcy by others.

6. Failure to have funds to meet Developer's obligations.

7. Sale, assignment, or transfer of the Property except in accordance with the Transferee Assumption provisions in Section 9 of this Agreement.

8. Change in the organizational status of Developer, except in accordance with the Transferee Assumption provisions in Section 9 of this Agreement.

9. Developer abandons the construction of the Existing Building or the New Building. Abandonment will be deemed to have occurred when work stops on construction for more than 30 days for any reason other than Force Majeure, unless otherwise permitted by this Agreement. The failure of Developer to apply for any approvals required for the development or construction of the Improvements is not a valid defense to abandonment.

10. Developer fails to comply with the Requirements of Law in relation to the construction and maintenance of the Improvements and structures contemplated by this Agreement.

**B. Events of Default by the Village.** The following are Village Events of Default under this Agreement:

1. If any material representation made by the Village in this Agreement, or in any certificate, notice, demand or request made by the Village in writing and delivered to Developer pursuant to or in connection with any of said documents, proves to be untrue or incorrect in any material respect as of the date made.

2. Subject to Force Majeure, default by the Village for a period of 30 days after written notice thereof from Developer in the performance or breach of any covenant contained in this Agreement, provided, however, that such default will not constitute an Event of Default if such default cannot be cured within said 30 days and the Village, within said 30 days, initiates and diligently pursues appropriate measures to remedy the default and in any event cures such default within 90 days after such notice.

## **SECTION 12. REMEDIES FOR DEFAULT AND ENFORCEMENT.**

### **A. Remedies for Default.** In the case of an Event of Default under this Agreement:

1. Except as otherwise provided in this Agreement and subject to the provisions hereinafter set forth, the non-defaulting Party may institute such proceedings in law or in equity, by suit, action, mandamus, or any other proceeding, as may be necessary or desirable in its opinion to cure or remedy such default or breach, including, but not limited to, proceedings to compel specific performance of the defaulting Party's obligations under this Agreement.

2. Pursuant to Section 5.G of this Agreement, the Village may, without prejudice to any other rights and remedies available to the Village, require: (a) the demolition and removal of any partially constructed or partially completed buildings, structures, or Improvements from the Property; and (b) the performance of Site Restoration. Concurrent with the Village's exercise of its rights under Section 5.G, the Corporate Authorities will have the right, but not the obligation, to terminate the entitlements set forth in the Amending PUD Ordinance and this Agreement, without protest or objection by Developer.

3. In case the Village proceeds to enforce its rights under this Agreement and such proceedings are discontinued or abandoned for any reason, then, and in every such case, Developer and the Village will be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of Developer and the Village will continue as though no such proceedings had been taken.

**B. Limitation.** Notwithstanding anything to the contrary contained in this Agreement including the provisions of this Section 12, Developer agrees that, except in cases of gross negligence, or willful or wanton misconduct, it will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the Village or any elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys of the Village, on account of the negotiation, execution or breach of any of the terms and conditions of this Agreement.

**C. Repeal of Amending PUD Ordinance.** In addition to every other remedy permitted by law for the enforcement of the terms of this Agreement, the Village has the absolute right to repeal the Amending PUD Ordinance if a Developer Event of Default occurs under this Agreement, in accordance with the procedure set forth in Section 8 of the Amending PUD Ordinance and such Event of Default is not subsequently cured under Section 11 of this Agreement.

**D. Prevailing Party.** In the event of a judicial proceeding brought by one Party against the other Party, the prevailing Party in the judicial proceeding will be entitled to reimbursement from the unsuccessful Party of all costs and expenses, including reasonable attorneys' fees, incurred in connection with the judicial proceeding.

**SECTION 13. WARRANTIES AND REPRESENTATIONS.**

**A. By the Village.** The Village represents, warrants and agrees as the basis for the undertakings on its part contained in this Agreement that:

1. The Village is a municipal corporation duly organized and validly existing under the law of the State of Illinois and has all requisite corporate power and authority to enter into this Agreement;

2. The execution, delivery and the performance of this Agreement and the consummation by the Village of the transactions provided for herein and the compliance with the provisions of this Agreement: (i) have been duly authorized by all necessary corporate action on the part of the Village; (ii) require no other consents, approvals or authorizations on the part of the Village in connection with the Village's execution and delivery of this Agreement; and (iii) will not, by lapse of time, giving of notice or otherwise, result in any breach of any term, condition or provision of any indenture, agreement or other instrument to which the Village is subject; and

3. To the best of the Village's knowledge, there are no proceedings pending or threatened against or affecting the Village or the Property in any court or before any governmental authority that involves the possibility of materially or adversely affecting the ability of the Village to perform its obligations under this Agreement.

**B. By Developer.** Developer, and the person executing this Agreement on behalf of Developer, represent, warrant, and covenant, as of the Effective Date of this Agreement, that:

1. Developer is an Illinois limited liability company duly organized, validly existing, and qualified to do business in Illinois;

2. Developer has the right, power, and authority to enter into, execute, deliver and perform this Agreement, and Developer is in compliance with all Requirements of Law, the failure to comply with which could affect the ability of Developer to perform its obligations under this Agreement;

3. The execution, delivery and performance by Developer of this Agreement has been duly authorized by all necessary corporate action, and does not and will not violate its organizational documents, as amended and supplemented, any of the applicable Requirements of Law, or constitute a breach of or default under, or require any consent under, any agreement, instrument, or document to which Developer is now a party or by which Developer is now or may become bound;

4. To the best of Developer's knowledge, there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened, or affecting Developer which would impair its ability to perform under this Agreement;

5. Developer will apply for and will maintain all government permits, certificates, and consents (including without limitation, appropriate environmental approvals) necessary to conduct its business and to construct and complete its obligations as required by this Agreement;

6. Developer has sufficient financial and economic resources to implement and complete its obligations under this Agreement; and

7. Developer has no knowledge of any liabilities, contingent or otherwise, of Developer which might have a material adverse effect upon its ability to perform its obligations under this Agreement.

**C. Adjacent Property - Declaration of Covenants.** The Parties acknowledge and agree that the Property is subject to a Declaration of Easements, Covenants, Conditions and Restrictions dated as of June 28, 2000, and recorded with the office of the Cook County Recorder of Deeds on October 12, 2001, as document 0010949645, and an Amendment to Declaration of Easements, Covenants, Conditions and Restrictions dated as of April 11, 2003, and recorded with the office of the Cook County Recorder of Deeds on May 8, 2003, as document 0312631073 (collectively, the "*Declaration*"). Among other things, and subject to the terms and conditions thereof, the Declaration grants an exclusive easement to the owner of the Adjacent Property, over a portion of the Property for the benefit of the Adjacent Property to use ten parking spaces located within the South Parking Lot on the Property in the area designated by the Declaration (the "*Parking Easement*"). The Parties acknowledge and agree that the terms and provisions of the Amending PUD Ordinance and this Agreement are not intended to, and do not, alter the Parking Easement.

**SECTION 14. GENERAL PROVISIONS.**

**A. Notices.** All notices required or permitted to be given under this Agreement must be given by the Parties by: (i) personal delivery; (ii) deposit in the United States mail, enclosed in a sealed envelope with first class postage thereon sent certified return receipt confirmation; or (iii) deposit with a nationally recognized overnight delivery service, addressed as stated in this Section 14.A with signature required for delivery confirmation. The address of any Party may be changed by written notice to the other Parties. Any mailed notice will be deemed to have been given and received within three days after the same has been mailed and any notice given by overnight courier will be deemed to have been given and received within 24 hours after deposit and receipt is confirmed. Notices and communications to the Parties must be addressed to, and delivered at, the following addresses:

If to the Village: Village of Lincolnwood  
6900 N. Lincoln Ave.  
Lincolnwood, IL 60712  
Attention: Village Manager

with a copy to: Holland & Knight LLP  
131 S. Dearborn Street, 30<sup>th</sup> Floor  
Chicago, IL 60603  
Attention: Steven M. Elrod, Corporation Counsel

If to Developer: R&R Global Partners, LLC  
1022 East Lancaster Avenue  
Bryn Mawr, PA 19010  
Attention: Bryan Rishforth

With a copy to: Schain Banks  
70 West Madison Street, Suite 5300  
Chicago, IL 60602  
Attention: Kevin J. Wolfberg

**B. Time of the Essence.** Time is of the essence in the performance of all terms and provisions of this Agreement.

**C. Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement are cumulative and are not exclusive of any other such rights, remedies, and benefits allowed by law.

**D. Non-Waiver.** The Village is under no obligation to exercise any of the rights granted to it in this Agreement. The failure of the Village to exercise at any time any such right will not be deemed or construed to be a waiver thereof, nor will such failure void or affect the Village's right to enforce such right or any other right.

**E. Consents.** Whenever the consent or approval of any Party to this Agreement is required, the consent or approval must be in writing and may not be unreasonably withheld, delayed or conditioned, and, in all matters contained herein, all parties have an implied obligation of reasonableness, except as may be expressly set forth otherwise.

**F. Governing Law.** This Agreement is governed by, and must be enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

**G. Severability.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement and the validity, enforceability, and application to any person, firm, corporation, or property will not be impaired thereby, but the remaining provisions must be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

**H. Entire Agreement.** This Agreement and the Amending PUD Ordinance, and the prior ordinances and agreements comprising the Pratt/McCormick PUD, constitute the entire agreement between the parties, superseding any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

**I. Interpretation.** This Agreement must be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Each provision of this Agreement must be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. Any rule or construction that a document is to be construed against the drafting party is not applicable to this Agreement.

**J. Headings.** The table of contents, heading, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

**K. Exhibits/Conflicts.** Exhibits **A** through **H** attached to this Agreement are, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between an exhibit to this Agreement and the text of this Agreement, the latter controls. In the event of a conflict between this Agreement and the Pratt/McCormick PUD, or between this Agreement and any other zoning or subdivision relief or approval granted previously by the Village, this Agreement controls.

**L. Amendments and Modifications.**

1. No amendment or modification to this Agreement will be effective unless and until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.

2. Amendments or modifications to the Amending PUD Ordinance or the Final Development Plan can be considered and acted on by the Village without the same being deemed an amendment or modification to this Agreement provided that all applicable procedural requirements of the Zoning Ordinance and Subdivision Ordinance and the provisions of this Agreement are satisfied.

**M. Changes in Laws.** Unless otherwise explicitly provided in this Agreement, any reference to any Requirements of Law must be deemed to include any modifications of, or amendments to the Requirements of Law as may, from time to time, hereinafter occur.

**N. No Third Party Beneficiaries.** No claim as a third party beneficiary under this Agreement by any person, firm, or corporation may be made, or be valid, against the Village and Developer.

**O. Recording.** The Village will record this Agreement against the Property, at the sole cost and expense of Developer, with the Office of the Cook County Recorder of Deeds promptly following the full execution of this Agreement by the Parties.

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

[SIGNATURE PAGE FOLLOWS]

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

ATTEST:

Beryl Herman  
Beryl Herman, Village Clerk

VILLAGE OF LINCOLNWOOD,  
an Illinois home rule municipal corporation

By: Timothy Wiberg  
Timothy Wiberg  
Its: Village Manager

ATTEST:

By: Lupia Collo  
Its: Bookkeeper

R&R GLOBAL PARTNERS, LLC,  
an Illinois limited liability company

By: [Signature]  
Its: [Signature]

#37330536\_v9

**ACKNOWLEDGMENTS**

STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF COOK        )

This instrument was acknowledged before me on \_\_\_\_\_, 2015, by Timothy Wiberg, the Village Manager of the **VILLAGE OF LINCOLNWOOD**, an Illinois home rule municipal corporation, and by Beryl Herman, the Village Clerk of said municipal corporation.

Given under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2015.

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

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

SEAL

STATE OF PA                )  
  ) SS.  
COUNTY OF DE            )

This instrument was acknowledged before me on 10/12, 2015, by Brycen Fishback, the Manager of **R&R GLOBAL PARTNERS, LLC**, an Illinois limited liability company, and by \_\_\_\_\_, the \_\_\_\_\_ of said limited liability company.

Given under my hand and official seal this 12 day of October, 2015.

*Lydia R. Collo*

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
LYDIA R. COLLO, Notary Public  
Radnor Township, Delaware County  
My Commission Expires October 15, 2017

Notary Public

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

SEAL

**OWNER'S CONSENT**

As of the Effective Date of the above and foregoing Development Agreement, **6810 McCormick, LLC** (and its successors and assigns, "**Owner**"), is the record title owner of the Property. Owner hereby consents to the execution and recording of the above and foregoing Development Agreement.

IN WITNESS WHEREOF, Owner has caused this Consent to be signed by its duly authorized officer on its behalf on this 13<sup>th</sup> day of October, 2015.

**OWNER:**

By:   
Its: Manager

STATE OF ILLINOIS            )  
  ) SS.  
COUNTY OF COOK         )

I, Kostas Cios, a notary public in and for the County in the State aforesaid, DO HEREBY CERTIFY that Michael Brusis, the Manager of **6810 MCCORMICK, LLC**, who is personally known to me to be the person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation and Manager for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 13<sup>th</sup> day of October, 2015



Notary Public





**INDEX OF EXHIBITS**

EXHIBIT A	LEGAL DESCRIPTION OF THE PROPERTY
EXHIBIT B	LEGAL DESCRIPTION OF ADJACENT PROPERTY
EXHIBIT C	ELEVATIONS
GROUP EXHIBIT D	LANDSCAPE PLANS
EXHIBIT E	PHOTOMETRIC PLAN
EXHIBIT F	SITE PLAN
EXHIBIT G	APPROVED USE LIST
EXHIBIT H	TRANSFeree ASSUMPTION AGREEMENT

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

A PARCEL OF LAND IN THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BEING PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 41, RANGE 13 EAST, THENCE NORTHWESTERLY ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION, N 00 DEGREES 14' 59" W FOR A DISTANCE OF 658.58 FEET; THENCE N 88 DEGREES 10' 15" E FOR A DISTANCE OF 572.35 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE LAST DESCRIBED COURSE N 88 DEGREES 10' 15" FOR A DISTANCE OF 941.62 FEET THENCE S 01 DEGREES 54' 22" E FOR A DISTANCE OF 617.48 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF PRATT AVENUE; THENCE S 88 DEGREES 07' 30" W FOR A DISTANCE OF 941.95 FEET ALONG THE NORTH RIGHT-OF-WAY OF PRATT AVENUE; THENCE LEAVING SAID RIGHT-OF-WAY N 01 DEGREES 52' 30" W FOR A DISTANCE OF 618.23 FEET TO THE POINT OF BEGINNING.

**PIN: 10 -35 -203 -009**

Commonly Known As: 6850 McCormick Boulevard, Lincolnwood, Illinois.

**EXHIBIT B**

**LEGAL DESCRIPTION OF THE ADJACENT PROPERTY**

PARCEL 1:

Lot 2 in the Bell and Howell Subdivision, the Plat of which was recorded September 26, 2001 as document number 0010897332 being a subdivision in the Northeast Section 35, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County Illinois.

PARCEL 2:

Non-exclusive easements to connect the water main and storm sewer in favor of parcel 1 as created by amended and restated Declaration of Easements and covenants dated June 28, 2000, and recorded July 12, 2000, as document 00517421 by and between Centerpoint Properties Trust and Centerpoint Realty Services Corporation. Over the property listed therein in Exhibit "C" and set forth in the Plat of Subdivision recorded as document 0010897332 (Not Plottable).

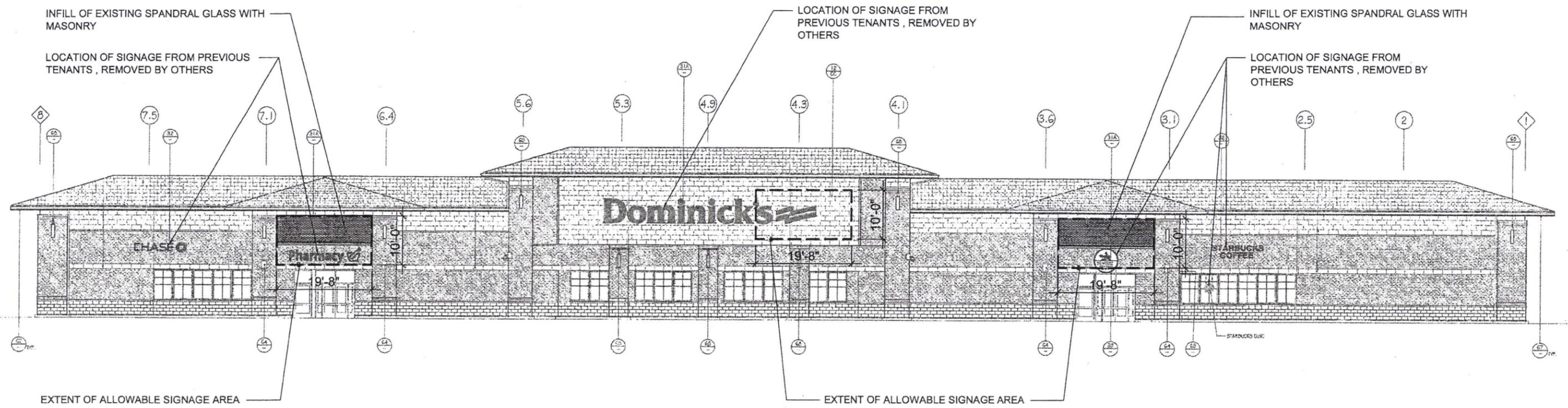
PARCEL 3:

Non-exclusive easement for the benefit of parcel 1, for pedestrian and vehicular use and the right and privilege to use all of the common areas of Lot 1 in the Bell & Howell Subdivision, the Plat of which was in the Northeast quarter of Section 35, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, for the purpose of ingress and egress. Deliveries, trash removal and providing access to and from public and private rights-of-way and for public and private utility services in connection with the use of parcel 1, as created by the Declaration of Easements, Covenants, Conditions and Restrictions dated June 28, 2000 and recorded October 12, 2001 as document 0010949645 (Not Plottable).

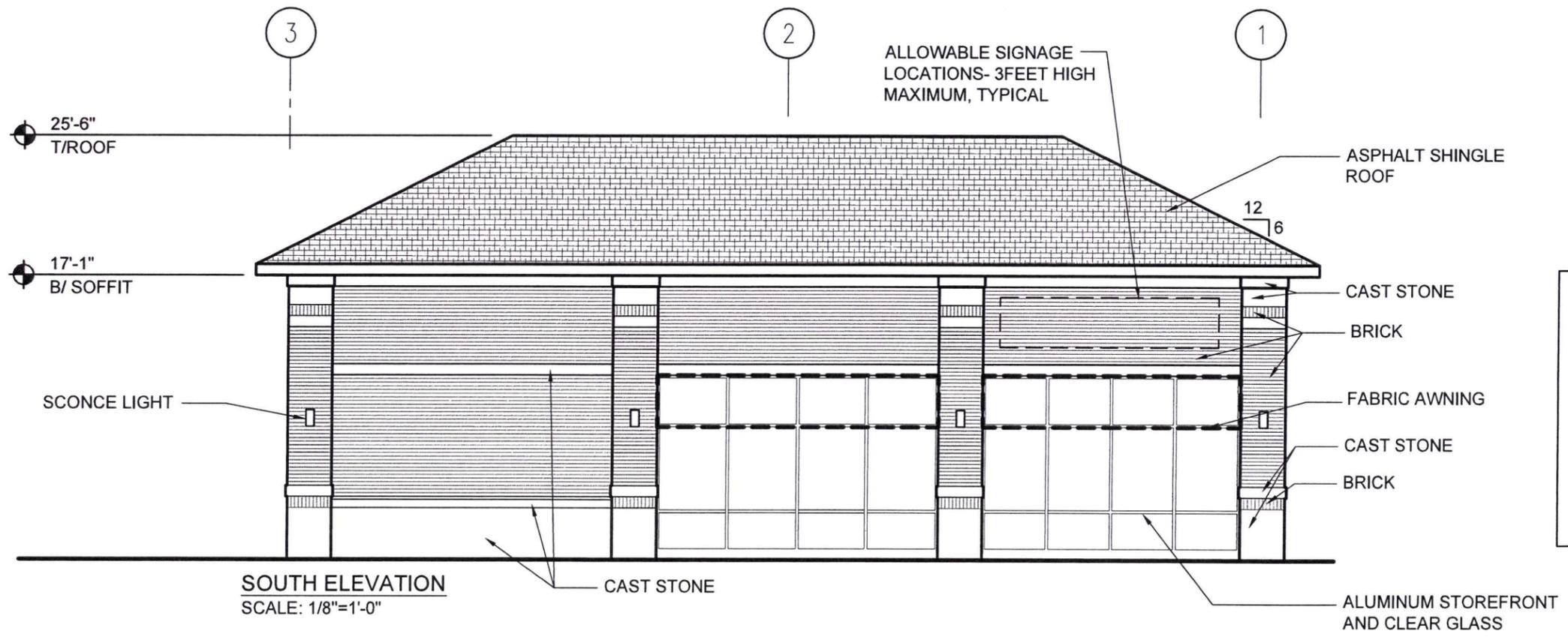
**PIN: 10 -35 -203 -010**

Commonly Known As: 6810 McCormick Boulevard, Lincolnwood, Illinois.

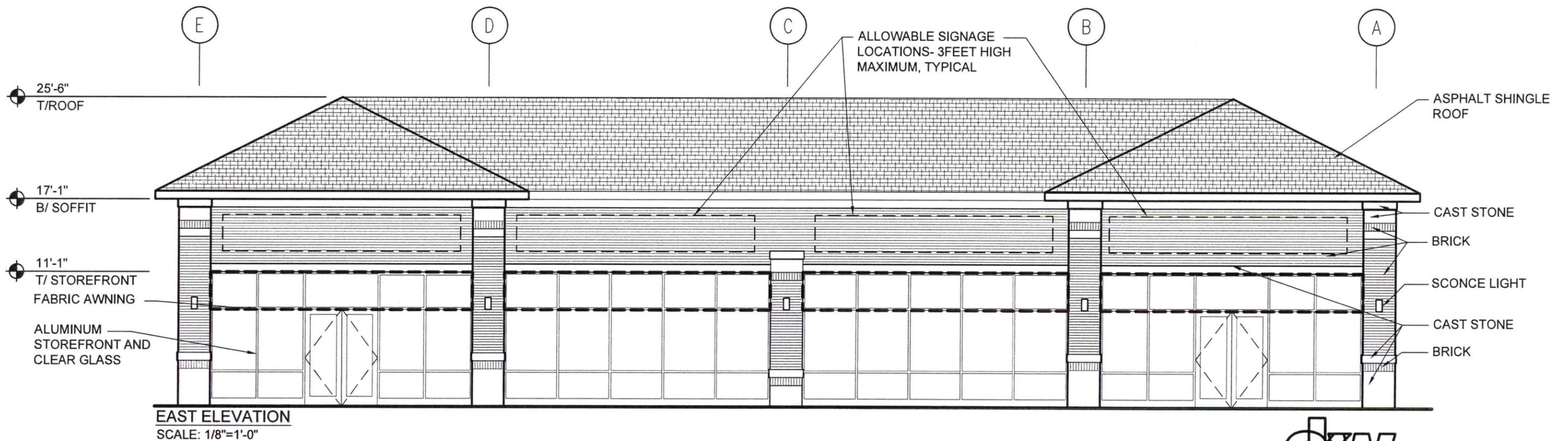
**EXHIBIT C**  
**ELEVATIONS**



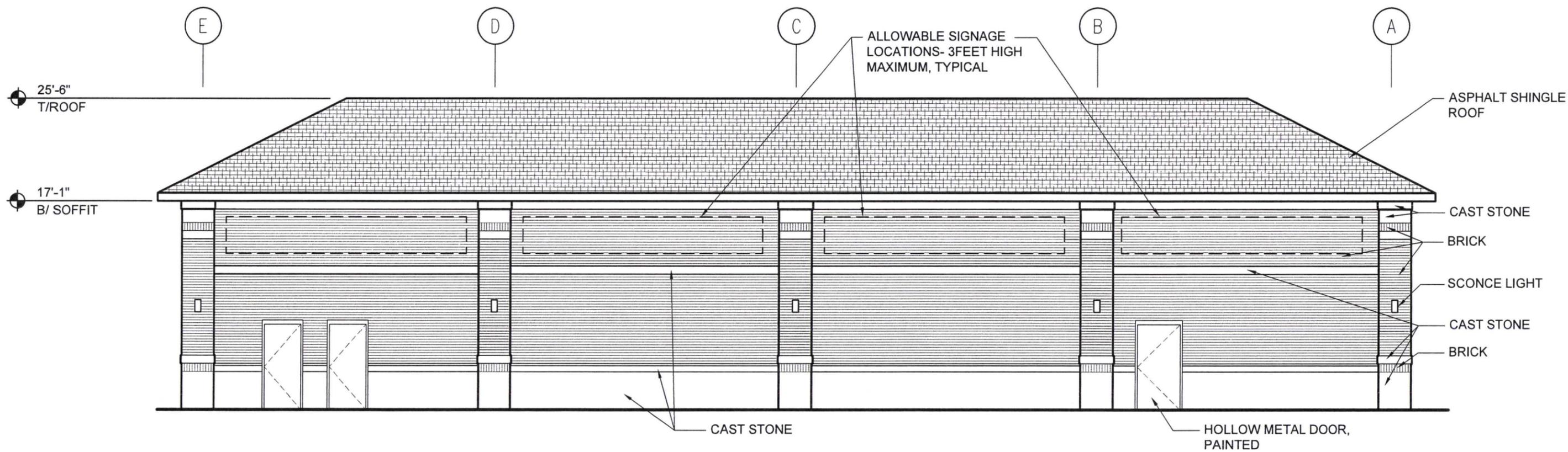
**EXISTING BUILDING-EAST ELEVATION**  
 SCALE: 1"=20'-0"



**SIGNAGE NOTE:**  
EACH TENANT WILL BE ALLOWED 1 BUILDING SIGN PER EXTERIOR WALL OF THEIR SPACE. THE OVERALL SIZE OF SIGNS TO BE A PERCENTAGE OF LINEAR FOOTAGE OF FRONTAGE AND WILL NOT EXCEED 3 FEET IN HEIGHT.



**SIGNAGE NOTE:**  
 EACH TENANT WILL BE ALLOWED 1 BUILDING SIGN PER EXTERIOR WALL OF THEIR SPACE. THE OVERALL SIZE OF SIGNS TO BE A PERCENTAGE OF LINEAR FOOTAGE OF FRONTAGE AND WILL NOT EXCEED 3 FEET IN HEIGHT.



WEST ELEVATION  
 SCALE: 1/8"=1'-0"

McCORMICK AND PRATT RETAIL CENTER  
 LINCOLNWOOD, ILLINOIS

PROPOSED ELEVATIONS

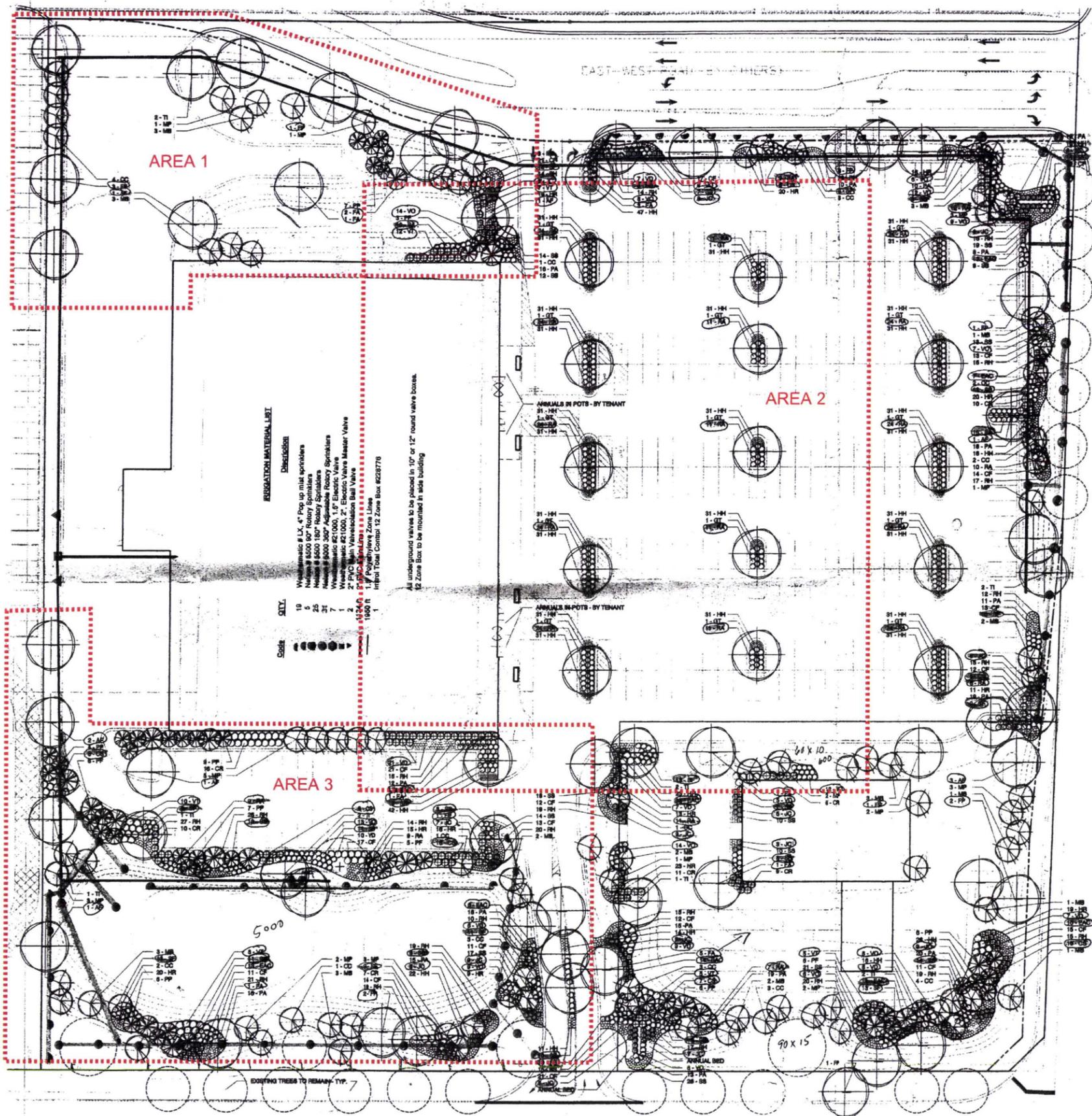


OKW Architects

DATE: JULY 27, 2015

PROJECT NUMBER: 15050

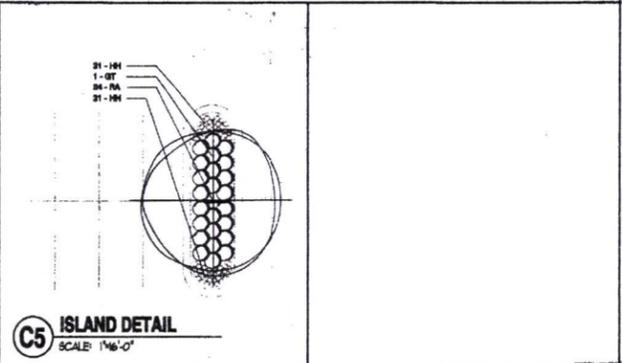
**GROUP EXHIBIT D**  
**LANDSCAPE PLANS**



**RESERVATION MATERIAL LIST**

QTY	Description
19	Weathermatic # LX 4" Pop up mist sprinklers
6	Nelson # 6500 90° Rotary Sprinklers
25	Nelson # 6500 180° Rotary Sprinklers
21	Nelson # 6500 360° Adjustable Rotary Sprinklers
1	Weathermatic # 2500 1" Electric Valve
2	Weathermatic # 2100 1" Electric Valve
2	2" PVC Main Valve/Isolation Ball Valve
1	1" Polyethylene Zone Line
1	Input Total Control 12 Zone Box #228776

All underground valves to be placed in 10" or 12" round valve boxes.  
12 Zone Box to be mounted in side building.



**SHADE TREES**

AF	Acer x freemanii 'Autumn Blaze'	Autumn Blaze Maple	3 1/2" BB
FA	Fraxinus americana 'Autumn Purple'	White Ash	3" BB
FP	Fraxinus pennsylvanica 'Marshalls'	Seedless Green Ash	4" BB
GT	Gleditsia triacanthos 'Skyline'	Thomless Honeylocust	3" BB
TI	Tilia tomentosa	Silver Linden	3" BB

**ORNAMENTAL + EVERGREEN TREES**

CC	Crataegus crus-galli 'Inermis'	Cockspur Hawthorn	6" BB
MB	Malus 'Beverly'	White Crabapple	2" BB
MP	Malus 'Prairiefire'	Red Crabapple	2" BB
PP	Picea pungens 'Glauca'	Green Spruce	7" BB, 10" BB
PF	Pinus flexilis	Limber Pine	7" BB, 10" BB

**SHRUBS**

CR	Cornus racemosa	Gray Dogwood	3" BB
CS	Cornus sericea	Red osier Dogwood	3" BB
EAC	Euonymus alatus 'compacta'	Compact Burningbush	24" BB
JC	Juniperus chinensis 'Sea Green'	Sea Green Juniper	24" BB
RA	Rhus aromatica 'Gro-Low'	Gro-Low Sumac	18" BB
SB	Spiraea x bumalda 'Anthony Waterer'	Anthony Waterer Spiraea	24" BB
SF	Spiraea x bumalda 'Froebelii'	Froebel Spiraea	24" BB
VD	Viburnum dentatum	Arrowwood Viburnum	3" BB
VO	Viburnum 'Bailey'	Bailey's Viburnum	24" BB
VT	Viburnum Trilobum	Amer. Cranberrybush Vib.	3" BB

**PERENNIALS**

HH	Hammerocallis 'Stella d'Oro'	Stella Daylily	1 QT
HR	Hammerocallis 'Carey Quinn'	Red Daylily	1 QT
CF	Calamagrostis acutiflora 'Karl Foerster'	Feather Reed Grass	1 GAL
PA	Pennisetum alopecuroides	Fountain Grass	1 GAL
RH	Rudbeckia 'Goldstrum'	Black-eyed Susan	1/2 GAL
SS	Sedum spectabile 'Autumn Joy'	Autumn Joy Sedum	1 QT



SCALE: NTS



McCormick & Pratt Retail Center

Lincolnwood, IL

Existing Landscape Analysis

The existing landscape at the McCormick and Pratt Retail Center was inspected and assessed for health on July 22, 2015. The following are general observations:

- Overall the landscape appears to have been installed per recorded plan dated 08-23-99.
- An excessive amount of time un-attended have left all planting beds over-grown and in need of weeding. All shrubs need pruning.
- As was common in 1999, Ash species was a prominently planted tree on this project. Many of the Ash are currently missing from the project. It is assumed they have succumbed to Emerald Ash Borer (EAB). It is recommended that remaining Ash be removed.

Attached is an exhibit that shows a more specific analysis of the existing trees on the site.

- Trees colored green are in place and are of fair-good health.
- Trees colored orange are of poor health and should be removed.
- Trees colored red are not planted on site.

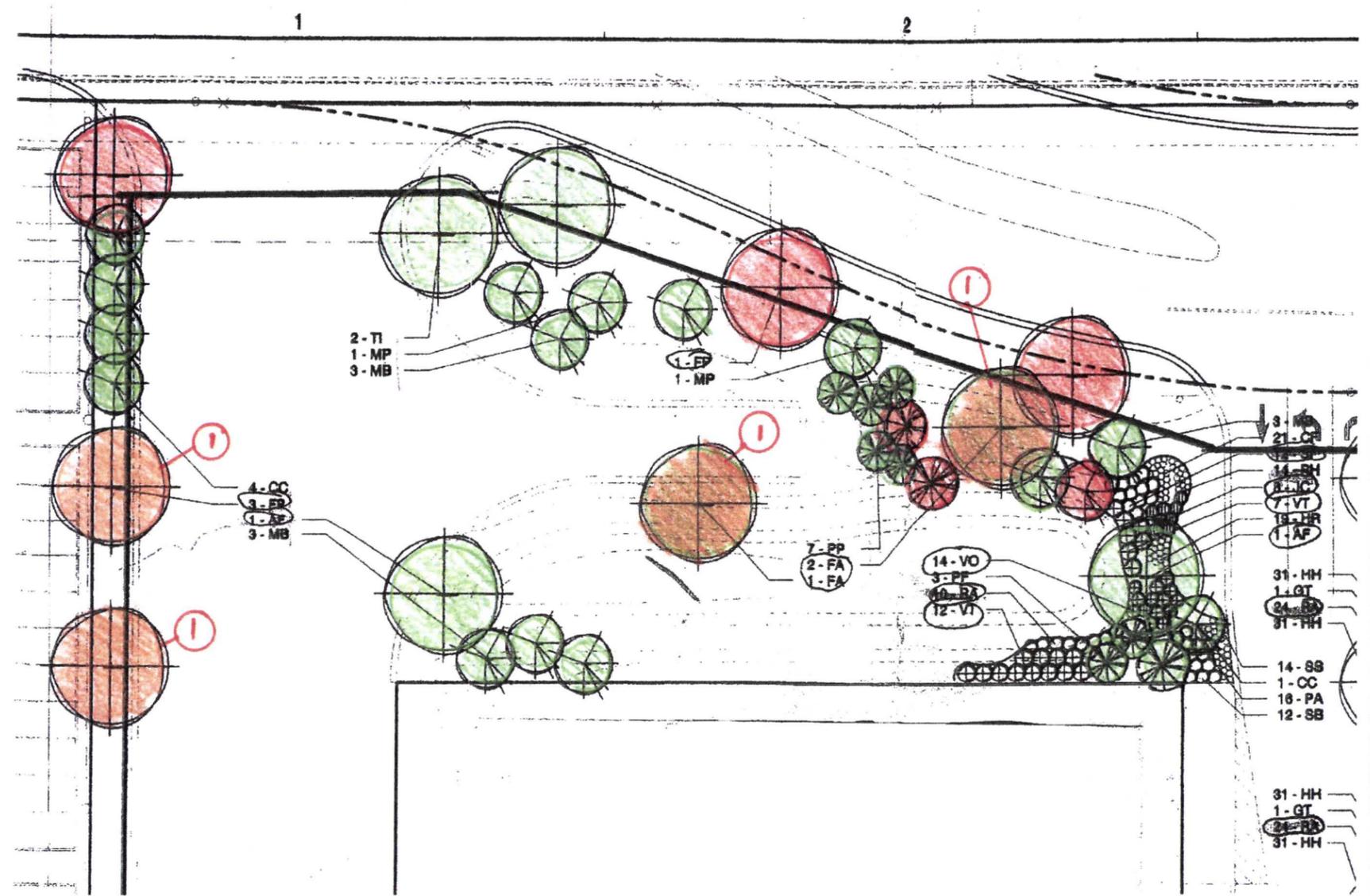
Please note the following from the attached exhibit:

1. Trees noted with this number are Ash and should be removed to prevent the spread of Emerald Ash Borer.
2. This designation means that two trees were planted in the parking lot island versus one as was originally shown on the plan.
3. Trees noted with this number will be removed to make way for future improvements and installation of the outlot building as shown on the proposed site plan.

Plant counts

Trees planted and in good/fair health	119
Trees recommended to be removed (potential Emerald Ash Borer)	11
Trees to be removed for future development	9

AREA 1

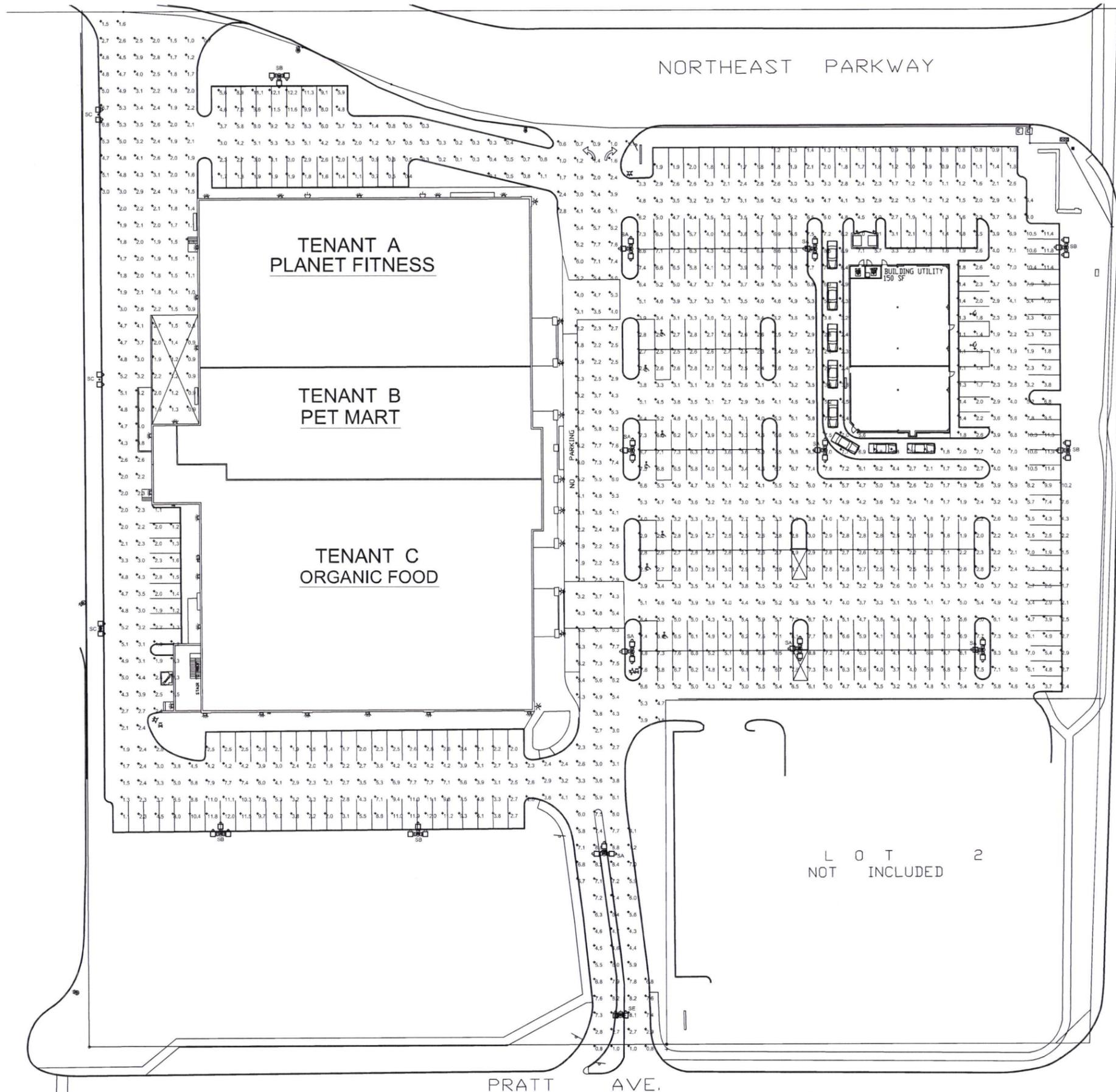


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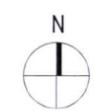
EXHIBIT E  
PHOTOMETRIC PLAN



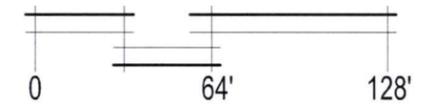
N. MCCORMICK BLVD.

LIGHTING DISTRIBUTION STATISTICS						
DESCRIPTION	SYMBOL	AVERAGE	MAX	MIN	MAX/MIN	AVG/MIN
BACK ACCESS STREET	+	2.6 fc	8.8 fc	0.7 fc	9.7 : 1	3.7 : 1
EMPLOYEE PARKING LOT 1	+	4.7 fc	12.0 fc	1.1 fc	10.9 : 1	4.3 : 1
EMPLOYEE PARKING LOT 2	+	3.5 fc	12.2 fc	0.1 fc	122.0 : 1	35.0 : 1
MAIN ACCESS STREET	+	4.6 fc	8.8 fc	0.6 fc	14.7 : 1	7.7 : 1
MAIN PARKING AREA	+	4.2 fc	11.9 fc	0.8 fc	14.9 : 1	5.3 : 1

LIGHTING FIXTURE SCHEDULE						
FIXTURE TYPE	MANUFACTURER	MODEL	LAMPS OR TUBES			REMARKS
			NUMBER	WATTS	TYPES	
SA	GARDCO	--	3	400W	METAL HALIDE	TRIPLE 90° POLE - TYPE V
SB	GARDCO	--	3	400W	METAL HALIDE	TRIPLE 90° POLE - TYPE IV FORWARD THROW
SC	GARDCO	--	2	400W	METAL HALIDE	TWIN 180° POLE - TYPE III
SD	GARDCO	--	1	400W	METAL HALIDE	SINGLE POLE - TYPE III
SE	GARDCO	--	2	400W	METAL HALIDE	TWIN 180° POLE - TYPE IV FORWARD THROW

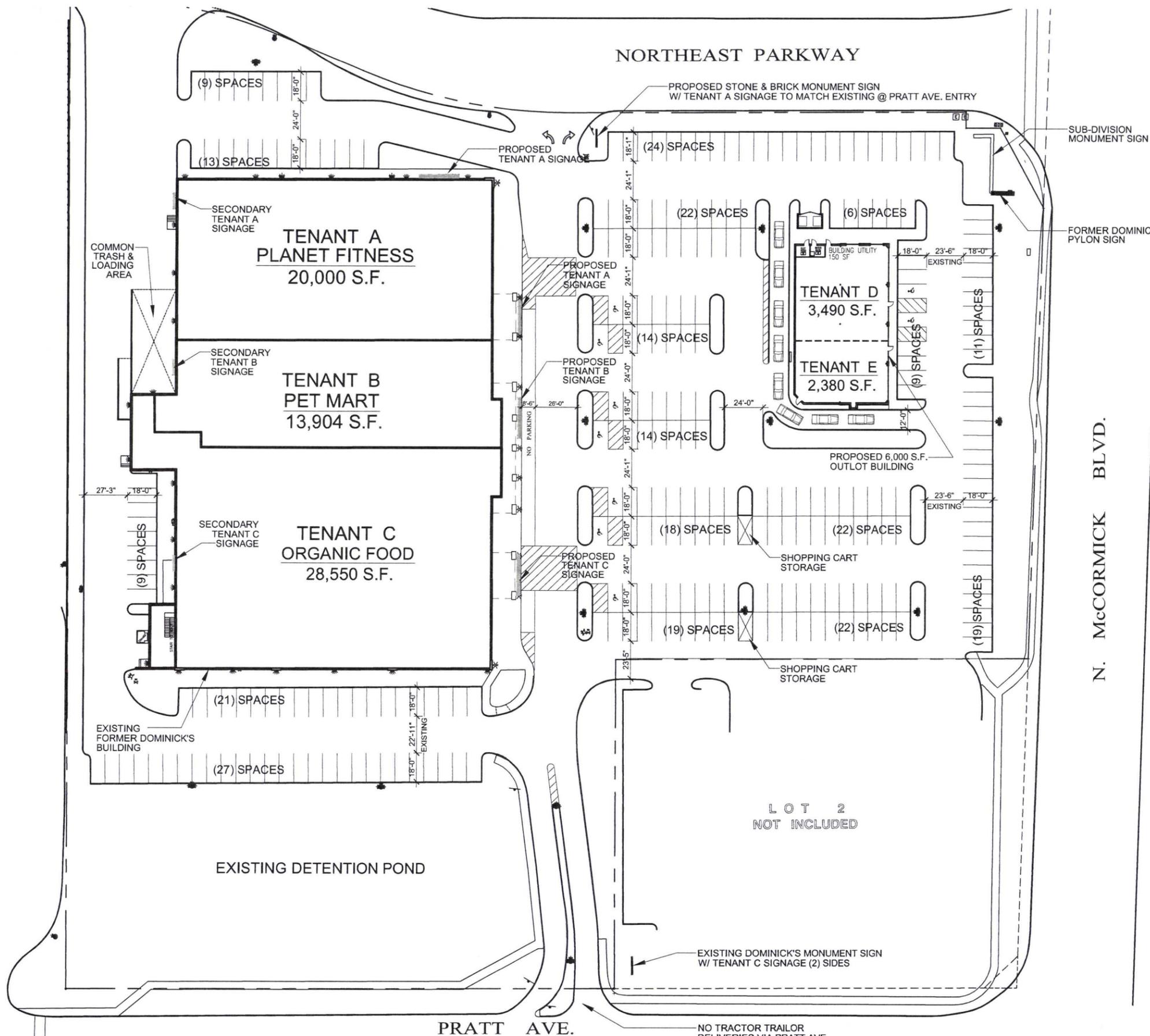


SCALE: 1/64" = 1'-0"



**EXHIBIT F**

**SITE PLAN**



**PARKING SUMMARY**

**REQUIRED PARKING**

**TENANT A (HEALTH CLUB):**  
 1 PER (3) PERSONS + 1 PER (2) EMPLOYEES  
 215 OCCUPANTS + 10 EMPLOYEES = (77) REQ'D SPACES

**TENANT B (RETAIL):**  
 3.3 SPACES PER 1,000 S.F. = (46) REQ'D SPACES

**TENANT C (GROCERY):**  
 4.5 SPACES PER 1,000 S.F. = (129) REQ'D SPACES

**TENANT D (DRY CLEANER):**  
 4 SPACES PER 1,000 S.F. = (14) REQ'D SPACES

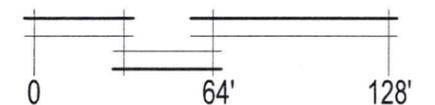
**TENANT E (RESTAURANT):**  
 10 SPACES PER 1,000 S.F. = (24) REQ'D SPACES

TOTAL REQUIRED SPACES = (290) REQ'D SPACES  
 TOTAL PROVIDED = (279) ACTUAL SPACES

— PROPOSED SIGNAGE



SCALE: 1/64" = 1'-0"



**EXHIBIT G**  
**APPROVED USE LIST**

Lincolnwood, IL  
Permitted Use Categories for PUD Amendment

Apparel and Accessories – All  
Art Supplies  
Auto Parts  
Auto Sales with no Exterior Storage/Display  
Banks  
Bar  
Bookstores  
Candy  
Cards / Party Supply  
Cellular Phones  
Coffee  
Convenience  
Cookware  
Cosmetics / Beauty Supply  
Craft / Fabric  
Doughnuts  
Drug Store  
Dry Cleaners / Laundromat (w/On-site Plant)  
Green Technology  
Education / School Supply  
Electronics  
Fast Food – All Types  
Floor Coverings  
Florist  
Food Specialty  
Furniture  
Glass  
Grocery  
Hair Care / Salon  
Hardware Store  
Healthcare  
Health Club / Recreation  
Hobby Store  
Home Décor  
Home Improvement  
Ice Cream  
Jewelry  
Linens  
Liquor Store, Package Goods  
Mattress  
Music  
Musical Instruments  
Office, General or Professional  
Office, Medical or Dental  
Office Supplies

Lincolnwood, IL  
Permitted Use Categories for PUD Amendment

Optical  
Pet Store  
Pet Supplies  
Pharmacy  
Photo / Camera  
Physical Therapy  
Postal Service/Package Delivery & Logistics  
Printers  
Private Membership Organization/Fraternal  
Organizations  
Records  
Rent to Own  
Restaurant – All Types  
Shoes  
Signs  
Sporting Goods (Sale of Guns Prohibited)  
Swim School  
Tanning Salon  
Tobacco Products  
Toys / Hobbies  
Urgent Care  
Vitamins / Supplements  
Weight Loss  
Windows

EXHIBIT H

**TRANSFEEE ASSUMPTION AGREEMENT**

THIS AGREEMENT is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 201\_, between the VILLAGE OF LINCOLNWOOD, an Illinois home rule municipal corporation ("**Village**"), R&R GLOBAL PARTNERS, LLC, an Illinois limited liability company ("**Developer**"), and \_\_\_\_\_ ("**Transferee**").

**WITNESSETH:**

**WHEREAS**, pursuant to that certain real estate sale contract dated \_\_\_\_\_, 20\_\_\_, the Transferee agreed to purchase from Developer its interest in certain real property situated in Cook County, Illinois and legally described in **Exhibit A** attached to and, by this reference, made a part of this Agreement ("**Property**"); and

**WHEREAS**, following the conveyance of the interest of Developer in the Property by Developer, the Transferee will have an interest in the Property; and

**WHEREAS**, as a condition to the conveyance of the interest in the Property by Developer, the Village and Developer require that the Transferee agree to comply with all the terms, requirements, and obligations set forth in that certain Development Agreement, dated as of \_\_\_\_\_, 2015, and recorded in the office of the Cook County Recorder on \_\_\_\_\_, 2015, as Document No. \_\_\_\_\_, by and between the Village and Developer ("**Development Agreement**");

**NOW, THEREFORE**, in consideration of the agreement of Developer to convey its interest the Property to the Transferee, and of the Village, Developer, and Developer to accept the transfer of obligations as provided herein and to grant the releases granted herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by, between, and among the Village, Developer, and the Transferee as follows:

1. **Recitals**. The foregoing recitals are by this reference incorporated herein and made a part hereof as substantive provisions of this Agreement.

2. **Assumption of Obligations**. The Transferee, on its behalf and on behalf of its successors, assigns, heirs, executors, and administrators, hereby agrees, at its sole cost and expense, to comply with all of the terms, requirements, and obligations of the Development Agreement, including all exhibits and attachments thereto, regardless of whether such terms, requirements, and obligations are to be performed and provided by, or are imposed upon, Developer.

3. **Payment of Village Fees and Costs**. In addition to any other costs, payments, fees, charges, contributions, or dedications required by this Agreement, the Development Agreement or by applicable Village codes, ordinances, resolutions, rules, or regulations, the Transferee must pay to the Village, immediately upon presentation of a written demand or demands therefor, all legal, engineering, and other consulting or administrative fees, costs, and expenses incurred in connection with the negotiation, preparation, consideration, and review of this Agreement.

4. **Acknowledgment and Release of Developer.** The Village and Developer hereby acknowledge their agreement to the Transferee's assumption of the obligation to comply with the terms, requirements, and obligations of the Development Agreement, including all exhibits and attachments thereto, and the Village and Developer hereby release Developer from any liability for failure to comply with the terms, requirements, and obligations of the Development Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

ATTEST:

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

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

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

Its: Village Manager

ATTEST:

**R&R GLOBAL PARTNERS, LLC,**  
an Illinois limited liability company

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

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

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

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

ATTEST:

**[TRANSFEREE]**

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

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

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

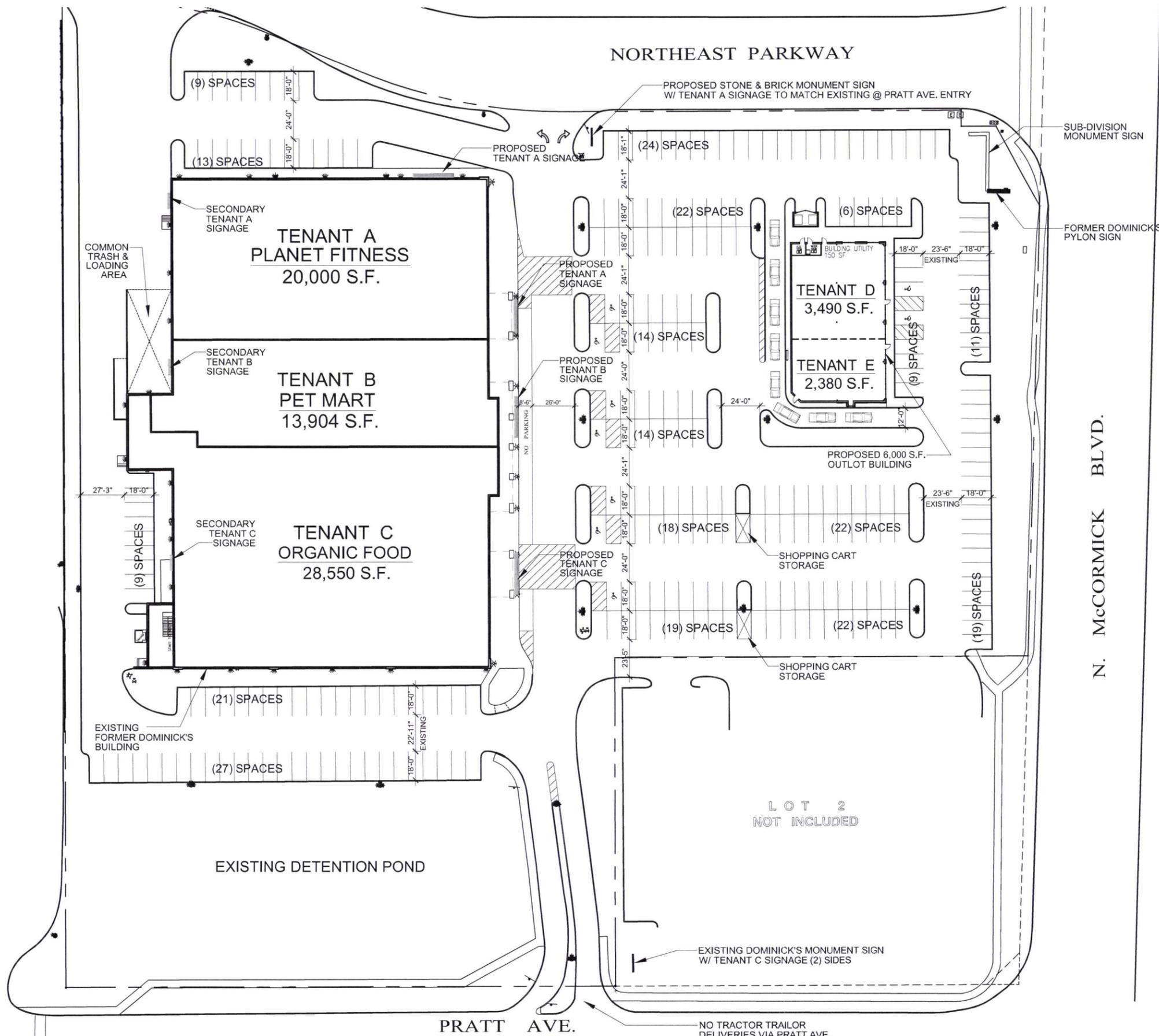
Its: \_\_\_\_\_





**EXHIBIT C**

**Proposed Site Plan A**



**PARKING SUMMARY**

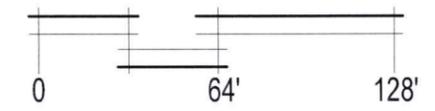
- REQUIRED PARKING**
- TENANT A (HEALTH CLUB):**  
1 PER (3) PERSONS + 1 PER (2) EMPLOYEES  
215 OCCUPANTS + 10 EMPLOYEES = (77) REQ'D SPACES
  - TENANT B (RETAIL):**  
3.3 SPACES PER 1,000 S.F. = (46) REQ'D SPACES
  - TENANT C (GROCERY):**  
4.5 SPACES PER 1,000 S.F. = (129) REQ'D SPACES
  - TENANT D (DRY CLEANER):**  
4 SPACES PER 1,000 S.F. = (14) REQ'D SPACES
  - TENANT E (RESTAURANT):**  
10 SPACES PER 1,000 S.F. = (24) REQ'D SPACES

TOTAL REQUIRED SPACES = (290) REQ'D SPACES  
 TOTAL PROVIDED = (279) ACTUAL SPACES

— PROPOSED SIGNAGE

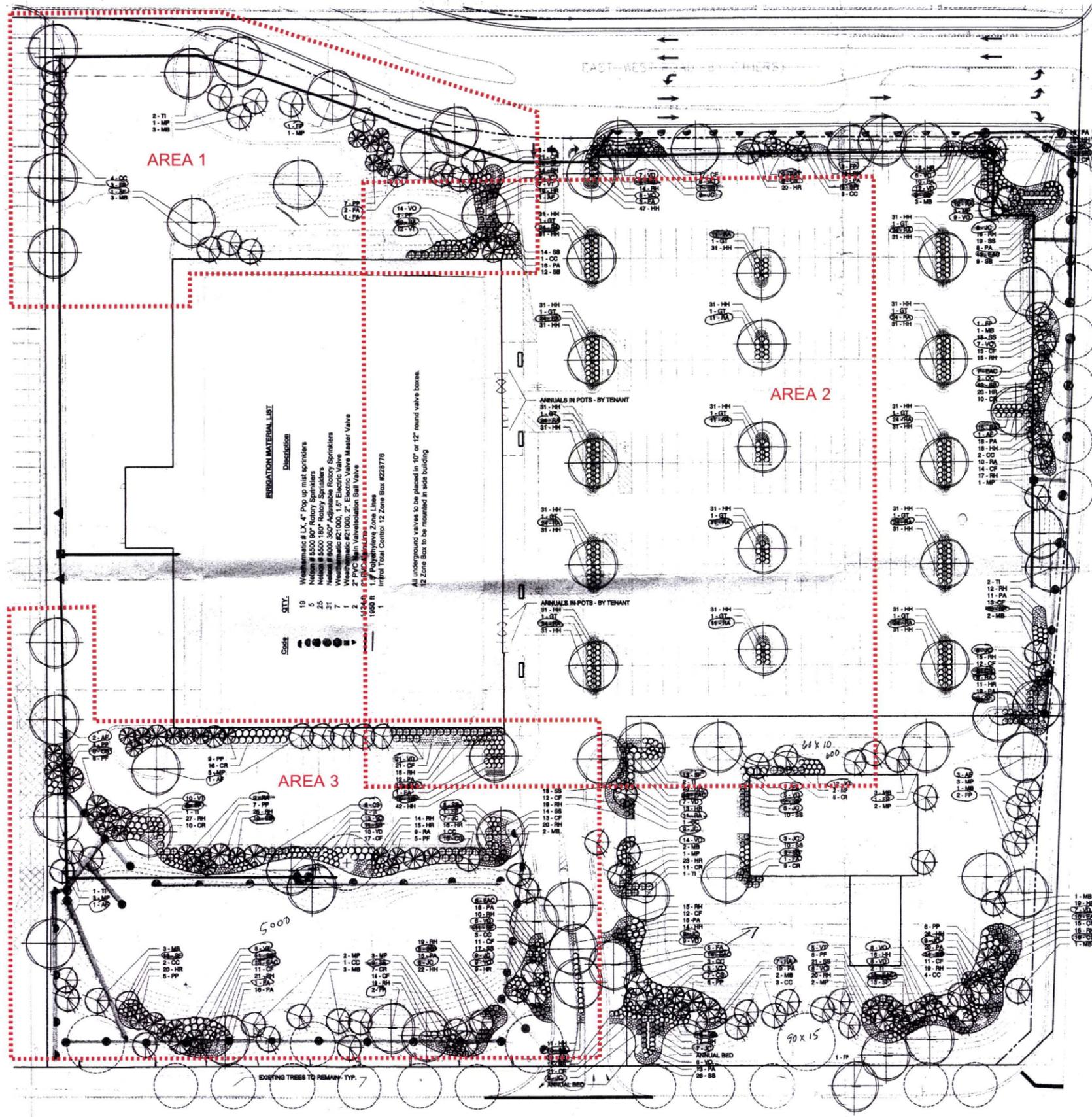


SCALE: 1/64" = 1'-0"



**EXHIBIT D**

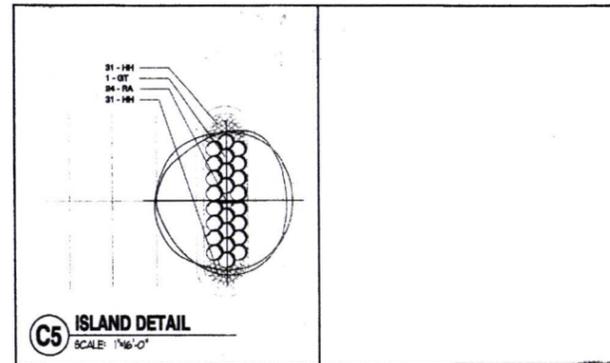
**McCormick and Pratt Retail Center Overall Landscape Plan**



**REGULATION MATERIAL LIST**

QTY.	Description
19	Weathermatic # LX, 4" Pop up mist sprinklers
5	Nelson # 8000 90° rotary sprinklers
25	Nelson # 8000 360° rotary sprinklers
7	Weathermatic #21000, 1.5" Electric Valve
1	Weathermatic #21000, 2" Electric Valve Master Valve
2	PVC Main Valve/Isolation Ball Valve
1	Infra Red Total Control 12 Zone Box #228778

All underground valves to be placed in 10" or 12" round valve boxes.  
12 Zone Box to be installed in each building.



**SHADE TREES**

AF	Acer x freemanii 'Autumn Blaze'	Autumn Blaze Maple	3 1/2" BB
FA	Fraxinus americana 'Autumn Purple'	White Ash	3" BB
FP	Fraxinus pennsylvanica 'Marshalls'	Seedless Green Ash	4" BB
GT	Gleditsia triacanthos 'Skyline'	Thornless Honeylocust	3" BB
TI	Tilia tomentosa	Silver Linden	3" BB

**ORNAMENTAL + EVERGREEN TREES**

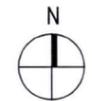
CC	Crataegus crus-galli 'Inermis'	Cockspur Hawthorn	8" BB
MB	Malus 'Beverly'	White Crabapple	2" BB
MP	Malus 'Prairiefire'	Red Crabapple	2" BB
PP	Picea pungens 'Glauca'	Green Spruce	7" BB, 10" BB
PF	Pinus flexilis	Limber Pine	7" BB, 10" BB

**SHRUBS**

CR	Cornus racemosa	Gray Dogwood	3" BB
CS	Cornus sericea	Red dozier Dogwood	3" BB
EAC	Euonymus alatus 'compacta'	Compact Burningbush	24" BB
JC	Juniperus chinensis 'Sea Green'	Sea Green Juniper	24" BB
RA	Rhus aromatica 'Gro-Low'	Gro-Low Sumac	18" BB
SB	Spiraea x bumalda 'Anthony Waterer'	Anthony Waterer Spirea	24" BB
SF	Spiraea x bumalda 'Froebell'	Froebel Spirea	24" BB
VD	Viburnum dentatum	Arrowwood Viburnum	3" BB
VO	Viburnum 'Bailey'	Bailey's Viburnum	24" BB
VT	Viburnum Trilobum	Amer. Cranberrybush Vib.	3" BB

**PERENNIALS**

HH	Hammercallis 'Stella d'Oro'	Stella Daylily	1 QT
HR	Hammercallis 'Carey Quinn'	Red Daylily	1 QT
CF	Calamagrostis acutiflora 'Karl Foerster'	Feather Reed Grass	1 GAL
PA	Pennisetum alopecuroides	Fountain Grass	1 GAL
RH	Rudbeckia 'Goldstrum'	Black-eyed Susan	1/2 GAL
SS	Sedum spectabile 'Autumn Joy'	Autumn Joy Sedum	1 QT



SCALE: NTS



**EXHIBIT E**

**McCormick and Pratt Retail Center Landscape Plan – Area 1**

McCormick & Pratt Retail Center

Lincolnwood, IL

Existing Landscape Analysis

The existing landscape at the McCormick and Pratt Retail Center was inspected and assessed for health on July 22, 2015. The following are general observations:

- Overall the landscape appears to have been installed per recorded plan dated 08-23-99.
- An excessive amount of time un-attended have left all planting beds over-grown and in need of weeding. All shrubs need pruning.
- As was common in 1999, Ash species was a prominently planted tree on this project. Many of the Ash are currently missing from the project. It is assumed they have succumbed to Emerald Ash Borer (EAB). It is recommended that remaining Ash be removed.

Attached is an exhibit that shows a more specific analysis of the existing trees on the site.

- Trees colored green are in place and are of fair-good health.
- Trees colored orange are of poor health and should be removed.
- Trees colored red are not planted on site.

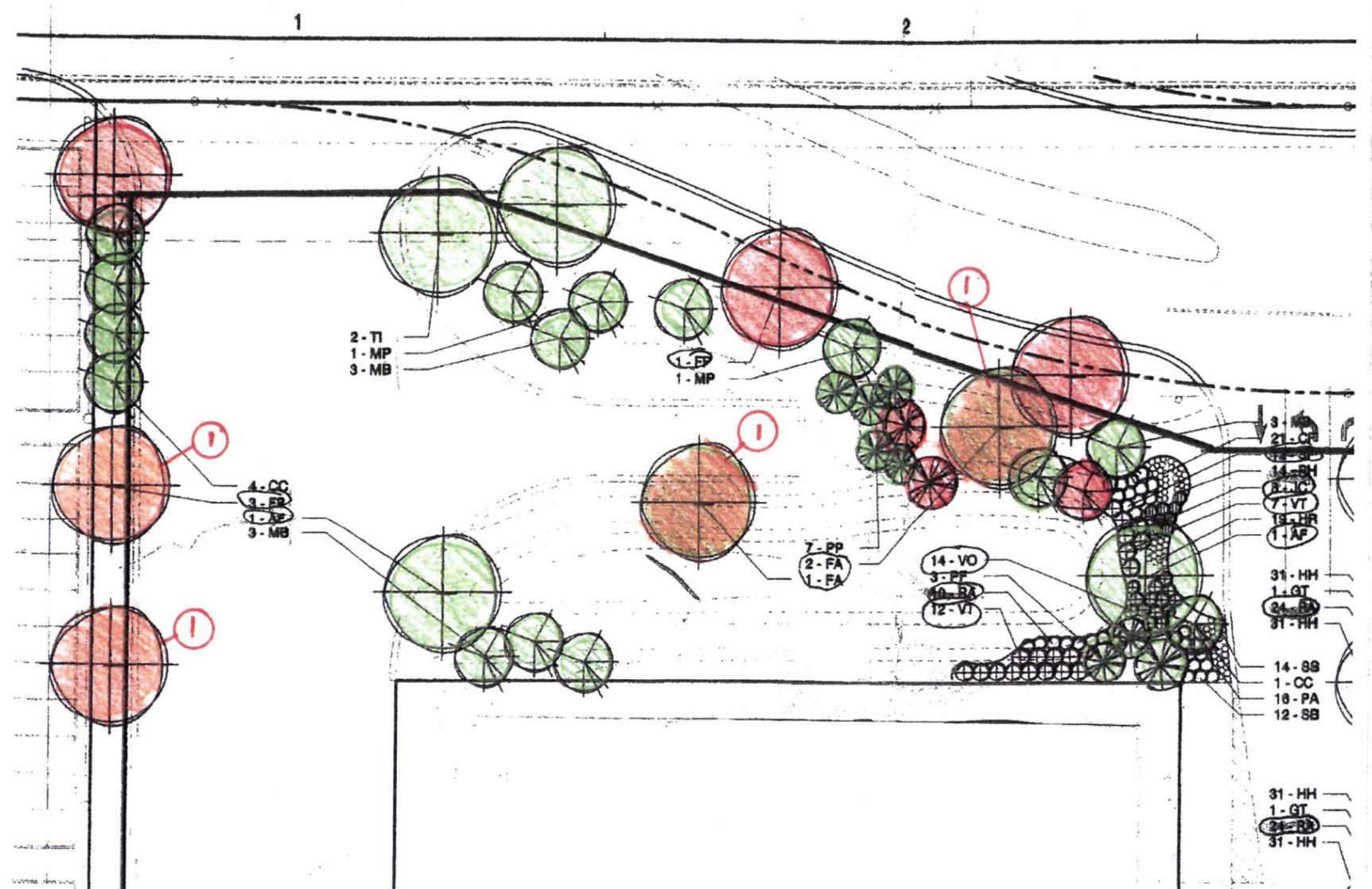
Please note the following from the attached exhibit:

1. Trees noted with this number are Ash and should be removed to prevent the spread of Emerald Ash Borer.
2. This designation means that two trees were planted in the parking lot island versus one as was originally shown on the plan.
3. Trees noted with this number will be removed to make way for future improvements and installation of the outlet building as shown on the proposed site plan.

Plant counts

Trees planted and in good/fair health	119
Trees recommended to be removed (potential Emerald Ash Borer)	11
Trees to be removed for future development	9

AREA 1



SCALE: NTS



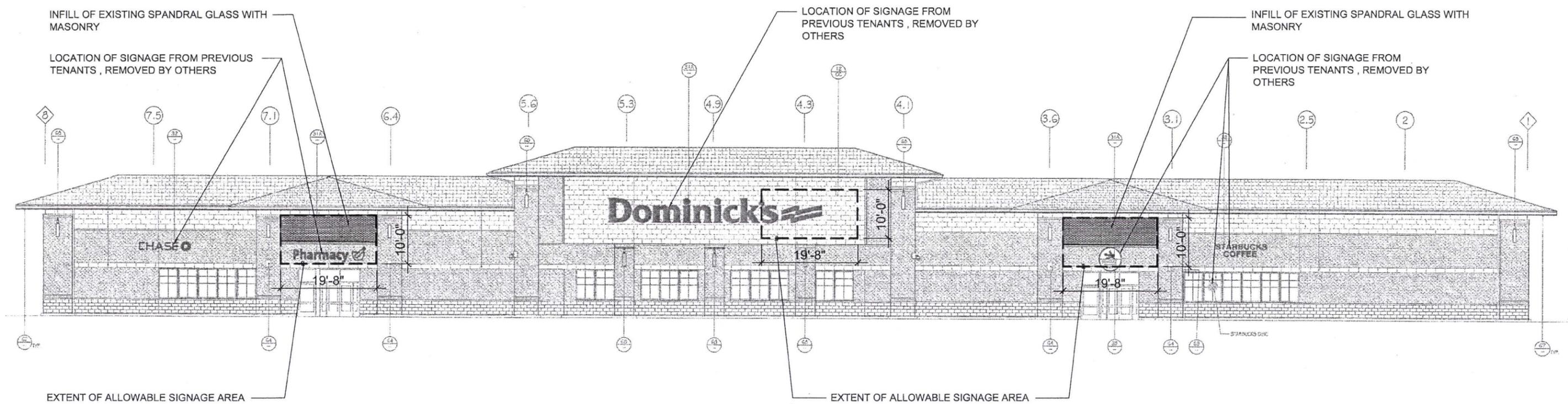
**EXHIBIT F**

**McCormick and Pratt Retail Center Landscape Plan – Areas 2 & 3**

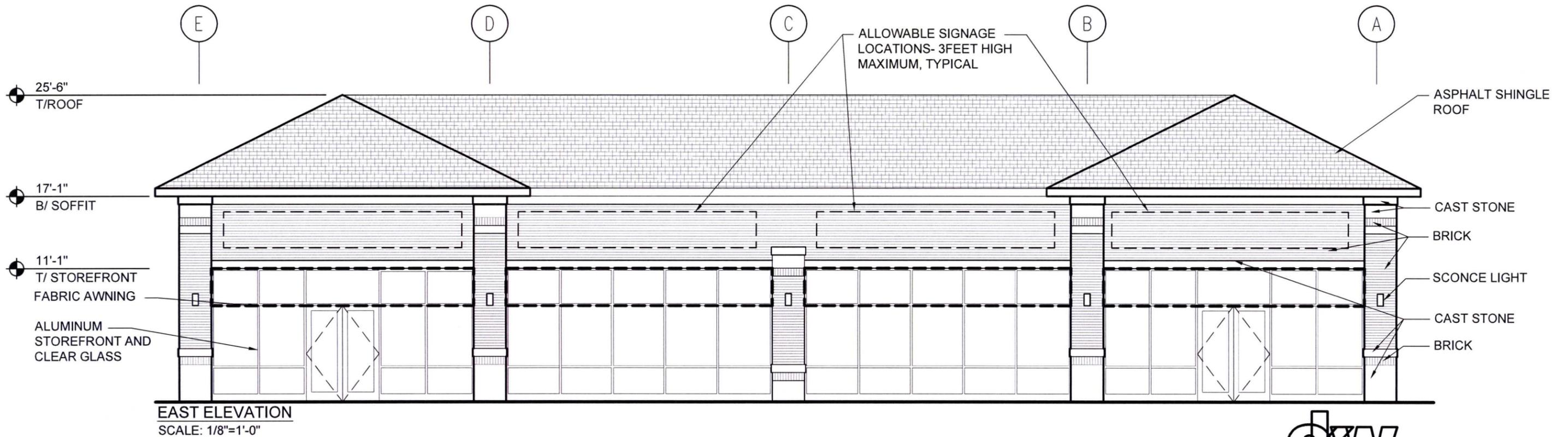
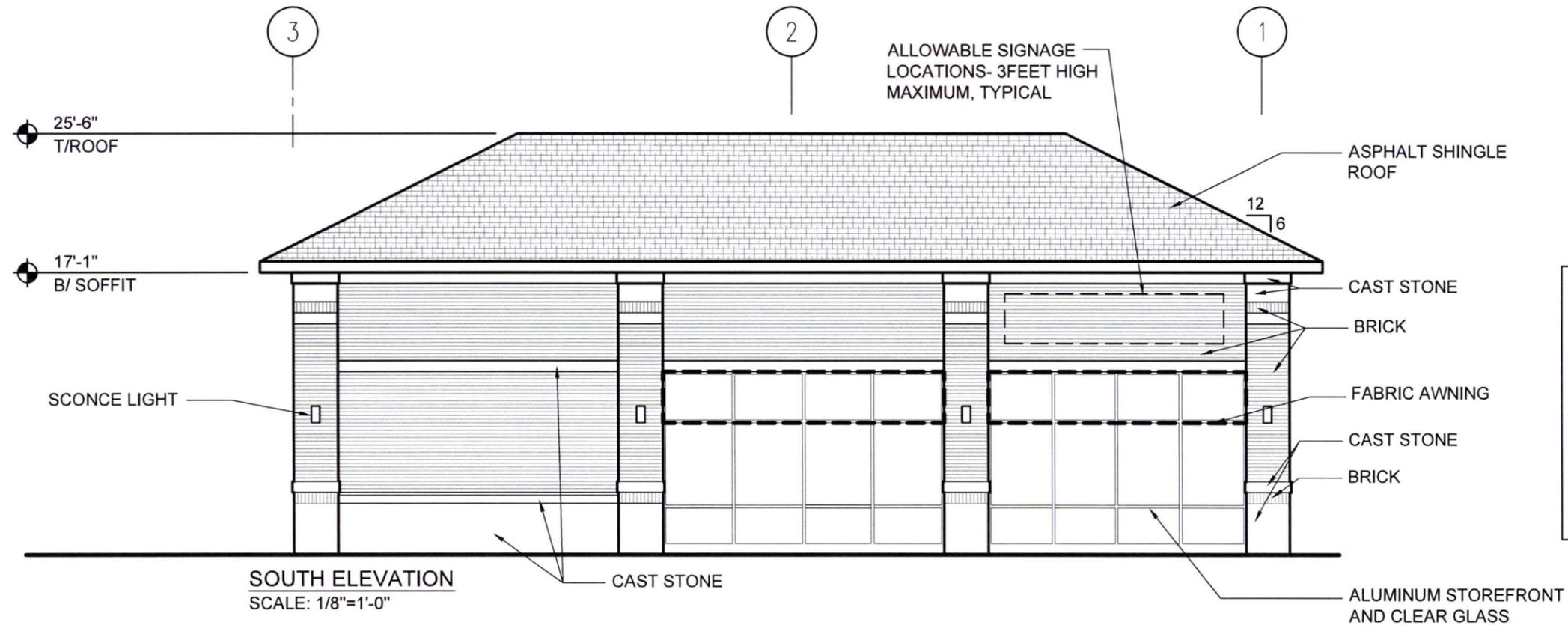


**EXHIBIT G**

**McCormick and Pratt Retail Center Proposed Elevations**



EXISTING BUILDING-EAST ELEVATION  
SCALE: 1"=20'-0"



**MCCORMICK AND PRATT RETAIL CENTER**  
LINCOLNWOOD, ILLINOIS

**PROPOSED ELEVATIONS**

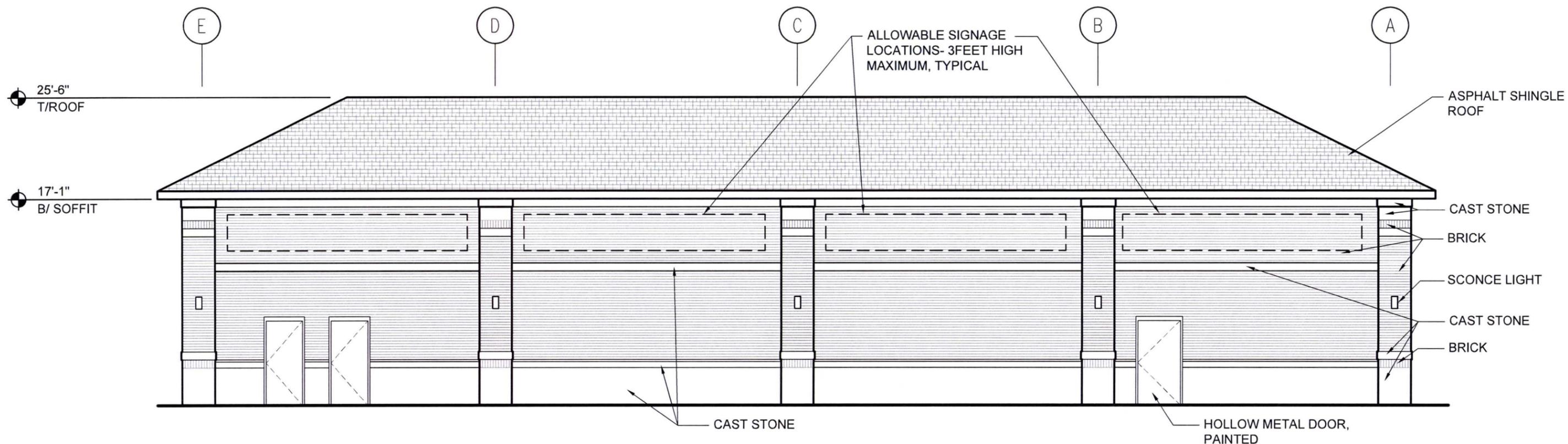


OKW Architects

DATE: JULY 27, 2015

PROJECT NUMBER: 15050

**SIGNAGE NOTE:**  
 EACH TENANT WILL BE ALLOWED 1 BUILDING SIGN PER EXTERIOR WALL OF THEIR SPACE. THE OVERALL SIZE OF SIGNS TO BE A PERCENTAGE OF LINEAR FOOTAGE OF FRONTAGE AND WILL NOT EXCEED 3 FEET IN HEIGHT.



WEST ELEVATION  
 SCALE: 1/8"=1'-0"

MCCORMICK AND PRATT RETAIL CENTER  
 LINCOLNWOOD, ILLINOIS

PROPOSED ELEVATIONS



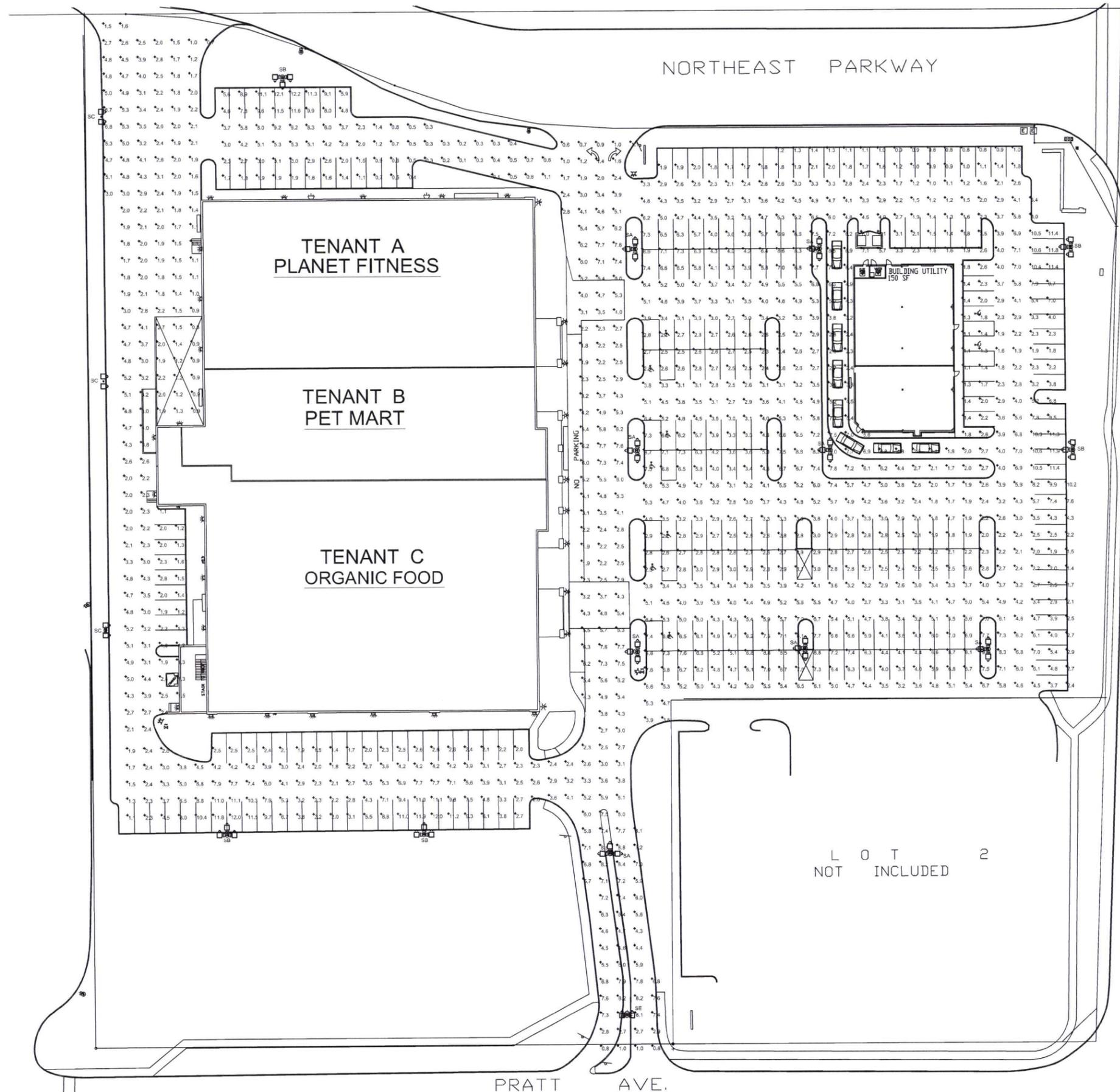
OKW Architects

DATE: JULY 27, 2015

PROJECT NUMBER: 15050

**EXHIBIT H**

**McCormick and Pratt Retail Center Photometrics – Site Plan ‘A’**



NORTHEAST PARKWAY

N. MCCORMICK BLVD.

PRATT AVE.

TENANT A  
PLANET FITNESS

TENANT B  
PET MART

TENANT C  
ORGANIC FOOD

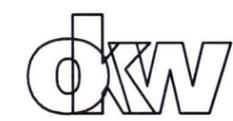
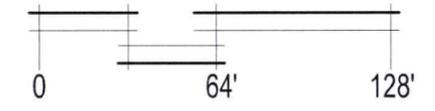
LOT NOT INCLUDED 2

LIGHTING DISTRIBUTION STATISTICS						
DESCRIPTION	SYMBOL	AVERAGE	MAX	MIN	MAX/MIN	AVG/MIN
BACK ACCESS STREET	+	2.6 fc	6.8 fc	0.7 fc	9.7 : 1	3.7 : 1
EMPLOYEE PARKING LOT 1	+	4.7 fc	12.0 fc	1.1 fc	10.9 : 1	4.3 : 1
EMPLOYEE PARKING LOT 2	+	3.5 fc	12.2 fc	0.1 fc	122.0 : 1	35.0 : 1
MAIN ACCESS STREET	+	4.6 fc	8.8 fc	0.6 fc	14.7 : 1	7.7 : 1
MAIN PARKING AREA	+	4.2 fc	11.9 fc	0.8 fc	14.9 : 1	5.3 : 1

LIGHTING FIXTURE SCHEDULE						
FIXTURE TYPE	MANUFACTURER	MODEL	LAMPS OR TUBES			REMARKS
			NUMBER	WATTS	TYPES	
SA	GARDCO	--	3	400W	METAL HALIDE	TRIPLE 90° POLE - TYPE V
SB	GARDCO	--	3	400W	METAL HALIDE	TRIPLE 90° POLE - TYPE IV FORWARD THROW
SC	GARDCO	--	2	400W	METAL HALIDE	TWIN 180° POLE - TYPE III
SD	GARDCO	--	1	400W	METAL HALIDE	SINGLE POLE - TYPE III
SE	GARDCO	--	2	400W	METAL HALIDE	TWIN 180° POLE - TYPE IV FORWARD THROW



SCALE: 1/64" = 1'-0"



**EXHIBIT I**

**Permitted Use Categories**

Lincolnwood, IL  
Permitted Use Categories for PUD Amendment

Apparel and Accessories – All  
Art Supplies  
Auto Parts  
Auto Sales with no Exterior Storage/Display  
Banks  
Bar  
Bookstores  
Candy  
Cards / Party Supply  
Cellular Phones  
Coffee  
Convenience  
Cookware  
Cosmetics / Beauty Supply  
Craft / Fabric  
Doughnuts  
Drug Store  
Dry Cleaners / Laundromat (w/On-site Plant)  
Green Technology  
Education / School Supply  
Electronics  
Fast Food – All Types  
Floor Coverings  
Florist  
Food Specialty  
Furniture  
Glass  
Grocery  
Hair Care / Salon  
Hardware Store  
Healthcare  
Health Club / Recreation  
Hobby Store  
Home Décor  
Home Improvement  
Ice Cream  
Jewelry  
Linens  
Liquor Store, Package Goods  
Mattress  
Music  
Musical Instruments  
Office, General or Professional  
Office, Medical or Dental  
Office Supplies

Lincolnwood, IL  
Permitted Use Categories for PUD Amendment

Optical  
Pet Store  
Pet Supplies  
Pharmacy  
Photo / Camera  
Physical Therapy  
Postal Service/Package Delivery & Logistics  
Printers  
Private Membership Organization/Fraternal  
Organizations  
Records  
Rent to Own  
Restaurant – All Types  
Shoes  
Signs  
Sporting Goods (Sale of Guns Prohibited)  
Swim School  
Tanning Salon  
Tobacco Products  
Toys / Hobbies  
Urgent Care  
Vitamins / Supplements  
Weight Loss  
Windows