

**Winnetka Village Council
REGULAR MEETING
Village Hall
510 Green Bay Road
Tuesday, January 3, 2017
7:00 p.m.**

Emails regarding any agenda item are welcomed. Please email contactcouncil@winnetka.org, and your email will be relayed to the Council members. Emails for the Tuesday Council meeting must be received by Monday at 4 p.m. Any email may be subject to disclosure under the Freedom of Information Act.

AGENDA

- 1) Call to Order
- 2) Pledge of Allegiance
- 3) Quorum
 - a) January 10, 2017 Study Session
 - b) January 17, 2017 Regular Meeting
 - c) February 7, 2017 Regular Meeting
- 4) Approval of Agenda
- 5) Consent Agenda
 - a) Approval of Village Council Minutes
 - i) December 13, 2016 Study Session.....3
 - b) Approval of Warrant List dated December 16 – December 29, 20165
 - c) Resolution No. R-2-2017: Waiving Formal Bidding and Approving an Amendment to the Contract with WESCO for the Purchase of Secondary Cable (Adoption)6
 - d) Resolution No. R-3-2017: Waiving Formal Bidding, Approving an Amendment to the Contract with and the Purchase of Primary Cable from the Okonite Company (Adoption).....12
 - e) Ordinance No. M-20-2016: Authorizing the Disposition of Surplus Personal Property Owned by the Village of Winnetka (Adoption).....19
- 6) Stormwater Report: None.
- 7) Ordinances and Resolutions
 - a) Ordinance No. M-1-2017: Granting Preliminary Approval of the One Winnetka Planned Development, including 511-515 Lincoln Avenue; 714-740 Elm Street; and Portion of Lincoln Avenue Right-of-Way (Introduction).....22
- 8) Public Comment

- 9) Old Business: None.
- 10) New Business: None.
- 11) Appointments
- 12) Reports
- 13) Closed Session
- 14) Adjournment

NOTICE

All agenda materials are available at [villageofwinnetka.org](http://www.villageofwinnetka.org) (Government > Council Information > Agenda Packets & Minutes); the Reference Desk at the Winnetka Library; or in the Manager's Office at Village Hall (2nd floor). Webcasts of the meeting may be viewed on the Internet via a link on the Village's web site: <http://www.villageofwinnetka.org/government/village-videos/>.

The Village of Winnetka, in compliance with the Americans with Disabilities Act, requests that all persons with disabilities who require certain accommodations to allow them to observe and/or participate in this meeting or have questions about the accessibility of the meeting or facilities, contact the Village ADA Coordinator – Megan Pierce, at 510 Green Bay Road, Winnetka, Illinois 60093, 847-716-3543; T.D.D. 847-501-6041.

MINUTES
WINNETKA VILLAGE COUNCIL STUDY SESSION

December 13, 2016

(Approved: xx)

A record of a legally convened meeting of the Council of the Village of Winnetka, which was held in the Village Hall Council Chambers on Tuesday, December 13, 2016, at 7:00 p.m.

- 1) Call to Order. President Greable called the meeting to order at 7:00 p.m. Present: Trustees Andrew Cripe, Penny Lanphier, Scott Myers, Christopher Rintz and Kristin Ziv. Absent: Trustee William Krucks. Also in attendance: Village Manager Robert Bahan, Assistant Village Manager Megan Pierce, Director of Water & Electric Brian Keys, Assistant Director of Water & Electric Giovanni McLean, Finance Director Tim Sloth, and 0 persons in the audience.
- 2) Water Rate Study. Mr. Keys explained that more than half of the Village's water system is over 100 years old, which contributes to a water main failure rate twice that of the national average. He gave a presentation to answer questions and information requests from the September Study Session, when the water rate study was first presented to the Council.

Mr. Keys reviewed the water main replacement plans of surrounding communities, noting that most of them are targeting replacement on a 100 year cycle. He also reviewed the Village's water contract with Northfield, which allows a rate recalibration in 2018 to match the average wholesale rate

Mr. Sloth reviewed an Operations & Maintenance (O&M) comparison disclosing that Winnetka's efficiency is better on average than that of surrounding communities; however, the Village's cash balance is on the low end of the spectrum.

After a brief discussion about the O&M costs, David Naumann of Burns & McDonell reviewed several regional water rate surveys showing that Winnetka's O&M costs are lower than average. He also reviewed outside multipliers used by comparable communities that provide water to neighboring municipalities. Even though Winnetka's multiplier rate is on the high end of the scale, Winnetka still charges less than most other communities per 1,000 cubic feet of water sold. Next, Mr. Naumann reviewed an updated chart of funding scenarios which were revised as a result of the September discussion. He noted that nationally, water utilities in many communities are struggling with the question of how to pay for water main replacement.

The Council discussed the concept of jump-starting a water main replacement program with a loan, since much of the Village's water infrastructure is very old and in dire need of replacement. Mr. Keys explained that doing so would also give the Village flexibility to schedule water main replacements in conjunction with the Street Rehabilitation Program, which would provide long-term efficiencies. He noted that the Council could choose to borrow from the General Fund or the Illinois Environmental Protection Agency, which offers low interest loans for water infrastructure projects. However, a long-term funding approach ultimately needs to be identified. He said he is seeking the Council's direction on that funding approach in order to develop a five-year plan, since doing nothing defers the problem for a future date, and will eventually put the community at risk.

The Council thoroughly discussed the options. Mr. Keys explained that the rate track would be approved each year at Budget time, and water main projects will continue to be coordinated with Public Works road repairs to maximize efficiency. Responding to a question about what could be expected if no action is taken at this time, Mr. Naumann explained that not only will the incidence of water main breakage keep increasing, but collateral damage could also occur.

Eventually, there was agreement to move forward with the first 8.5% increase in 2018. The Council requested an estimate of replacement costs per 1,000 feet, so it will be clearer how much money is saved by partnering with the Road Program. There was also general agreement that it is appropriate to pursue a loan to start a replacement program. Mr. Keys said he would return early in 2017 with some implementation recommendations from Burns & McDonnell, and for further discussion about the loan option.

3) Public Comment. None.

12) Closed Session. Trustee Cripe moved to adjourn into Closed Session to discuss Purchase or Lease of Property, pursuant to Section 2c(5) of the Illinois Open Meetings Act. Trustee Ziv seconded the motion. By roll call vote, the motion carried. Ayes: Trustees Cripe, Lanphier, Myers, Rintz and Ziv. Nays: None. Absent: Trustee Krucks.

President Greable announced that the Council would not return to the open meeting after Executive Session. The Council adjourned into Executive Session at 8:43 p.m.

4) Adjournment. Trustee Cripe, seconded by Trustee Myers, moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 9:49 p.m.

Deputy Clerk



Agenda Item Executive Summary

Title: Approval of Warrant List

Presenter: Robert M. Bahan, Village Manager

Agenda Date: 01/03/2017

Consent: YES NO

- | | |
|-------------------------------------|-------------------------|
| <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | Resolution |
| <input type="checkbox"/> | Bid Authorization/Award |
| <input type="checkbox"/> | Policy Direction |
| <input checked="" type="checkbox"/> | Informational Only |

Item History:

None.

Executive Summary:

The Warrant List dated December 16 - 29, 2016 was emailed to each Village Council member.

Recommendation:

Consider approving the Warrant List dated December 16 - 29, 2016.

Attachments:

None.



Agenda Item Executive Summary

Title: Resolution No. R-2-2017: A Resolution Waiving Formal Bidding and Approving an Amendment to the Contract With WESCO for the Purchase of Secondary Cable (Adoption)

Presenter: Brian Keys, Director of Water & Electric

Agenda Date: 01/03/2017

- Ordinance
- Resolution
- Bid Authorization/Award
- Policy Direction
- Informational Only

Consent: YES NO

Item History:

At the December 15, 2015 Regular Village Council meeting, the Village Council awarded Bid#015-026 to WESCO for the purchase of secondary cable at certain unit prices during the period of January 1 through December 31, 2016. The existing contract prices expire on December 31, 2016.

Executive Summary:

Staff has spoken with WESCO about extending the 2016 pricing for an additional year. WESCO has offered to extend the Contract for an additional year pursuant to a letter agreement (attached). WESCO was one of two vendors that bid on the Village's secondary cable requirements as contained in Bid #015-026.

Staff is requesting that the Village Council consider waiving the competitive bidding process and entering into an Amendment with the vendor. The Amendment will hold pricing bid by WESCO for secondary cable at the same unit prices as 2016 for secondary cable purchases in 2017. All other terms and conditions of the original bid would remain in effect. At this time, staff is not requesting authorization to purchase additional secondary cable, only to approve an Amendment to secure the unit pricing for 2017 purchases.

Resolution No. R-2-2017, prepared by the Village Attorney, waives the requirement of competitive bidding for the procurement of secondary cable and authorizes the Assistant Finance Director to execute an Amendment on behalf of the Village.

As the inventory of secondary cable is depleted during the 2017 fiscal year, the Water & Electric Department will seek approval from Village Council to purchase additional quantities of secondary cable.

If the Village Council would prefer not to waive the competitive bid process and decline to utilize the 2016 unit prices, staff will prepare and issue a new Request for Bid for secondary cable required in 2017.

Recommendation:

Consider adoption of Resolution No. R-2-2017, A Resolution Waiving Formal Bidding and Approving an Amendment to the Contract with WESCO for the Purchase of Secondary Cable at Certain Unit Prices.

Attachments:

Resolution No. R-2-2017, A Resolution Waiving Formal Bidding and Approving an Amendment to the Contract with WESCO for the Purchase of Secondary Cable.

Exhibit A: Letter Agreement dated December 19, 2016

RESOLUTION NO. R-2-2017

**A RESOLUTION WAIVING FORMAL BIDDING AND APPROVING AN
AMENDMENT TO THE CONTRACT WITH WESCO
FOR THE PURCHASE OF SECONDARY CABLE**

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the Village of Winnetka (“*Village*”) to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, on December 15, 2015, the Village Council awarded Bid #015-026 (“*Contract*”) to WESCO (“*Vendor*”) for the purchase of secondary cable at certain unit prices; and

WHEREAS, the Vendor has offered to extend the Contract for an additional year pursuant to a letter agreement (“*Amendment*”), pursuant to which the Vendor has agreed to maintain its pricing for 2017; and

WHEREAS, because the Vendor has agreed to maintain its pricing, pursuant to Section 4.12.010.C of the Village Code and Section IV.3.D of the Village’s Purchasing Manual, the Village Council has determined that it is in the best interests of the Village to waive competitive bidding and enter into the Amendment with the Vendor; and

WHEREAS, the Village Council has determined that it is in the best interests of the Village and its residents to waive competitive bidding and enter into the Amendment with the Vendor;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Village of Winnetka, Cook County, Illinois, as follows:

SECTION 1: RECITALS. The Village Council adopts the foregoing recitals as its findings, as if fully set forth herein.

SECTION 2: WAIVER OF COMPETITIVE BIDDING. Pursuant to Section 4.12.010.C of the Village Code, Section IV.3.D of the Village’s Purchasing Manual, and the Village’s home rule authority, the Village Council waives the requirement of competitive bidding for the procurement of secondary cable.

SECTION 3: APPROVAL OF AMENDMENT. The Village Council approves the Amendment in substantially the form attached to this Resolution as **Exhibit A** and in a final form approved by the Village Attorney.

SECTION 4: AUTHORIZATION TO EXECUTE AMENDMENT. The Village Council hereby authorizes and directs the Village Assistant Finance Director to execute on behalf of the Village, the final Amendment.

SECTION 5: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval by the vote of two-thirds of the Trustees.

ADOPTED this 3rd day of January, 2017, pursuant to the following roll call vote:

AYES: _____
NAYS: _____
ABSENT: _____
ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
AMENDMENT



VILLAGE OF WINNETKA

Incorporated in 1869

December 8, 2016

Matt Boggs
WESCO
2401 Internationale Parkway
Woodridge, IL 60517

RE: RFB #015-026, Service Wire Pricing Extension

Dear Matt,

Wesco has conveyed to the Director of Water & Electric, Brian Keys, of their agreement to extend unit pricing for secondary cable for one additional year. Please provide confirmation by signing below that the pricing proposed by your firm in conjunction with RFB #015-026 (incorporated in this agreement as Attachment A) will be held fixed (i.e. no increase) for orders received during calendar year 2017.

Please return a signed copy of this letter to my attention at the address below.

Give me a call at (847)716-3504 if you have any questions.

Sincerely,

Nicholas A. Mostardo
Assistant Finance Director
Village of Winnetka

I, MATT BOGGS, an authorized agent of WESCO, agree to the terms and conditions of this letter with respect to pricing. All other stipulations in RFB #015-026 will carry forward into calendar year 2017.

MATT BOGGS
Print

Matt Boggs
Sign

12/19/16
Date

510 Green Bay Road, Winnetka, Illinois 60093

EXHIBIT A

600V Cable Bid Tabulation – RFB #015-026

Size	Strands	Cable Lay	Estimated Purchase Quantity in 2016	Okonite Unit Price (per foot)	Wesco Price (per foot)
3-1/c #8 A.W.G.	7	Paralleled	0	\$1.988	\$1.206
3-1/c #6 A.W.G.	7	Paralleled	0	\$2.639	\$1.687
3-1/c #4 A.W.G.	7	Paralleled	0	\$3.152	\$2.561
3-1/c #2 A.W.G.	7	Paralleled	0	\$4.431	\$4.127
3-1/c 1/0 A.W.G.	19	Triplexed	5,000	\$7.900	\$6.153
3-1/c 4/0 A.W.G.	19	Triplexed	6,000	\$13.788	\$12.176
4-1/c 4/0 A.W.G.	19	Quadruplexed	0	\$18.988	\$16.234
3-1/c 350 kcmil	37	Triplexed	2,500	\$22.587	\$18.877
4-1/c 350 kcmil	37	Quadruplexed	0	\$28.722	\$25.178
3-1/c 500 kcmil	37	Triplexed	0	\$29.939	\$27.209
4-1/c 500 kcmil	37	Quadruplexed	0	\$38.254	\$36.353

Total cost for Okonite based on estimated 2016 purchase quantities:

\$178,695.50

Total cost for Wesco based on estimated 2016 purchase quantities:

\$151,013.50



Agenda Item Executive Summary

Title: Resolution No. R-3-2017: A Resolution Waiving Formal Bidding, Approving an Amendment to the Contract with and the Purchase of Primary Cable from The Okonite Company (Adoption)

Presenter: Brian Keys, Director of Water & Electric

Agenda Date: 01/03/2017

- Ordinance
- Resolution
- Bid Authorization/Award
- Policy Direction
- Informational Only

Consent: YES NO

Item History:

At the December 15, 2015 Regular Village Council meeting, the Village Council awarded Bid#015-026 to The Okonite Company for the purchase of primary (15,000 volt) cable at certain unit prices during the period of January 1 through December 31, 2016. The existing contract prices expire on December 31, 2016.

Executive Summary:

Staff has spoken with The Okonite Company about extending the 2016 pricing for an additional year. Okonite has offered to extend the Contract for an additional year pursuant to a letter agreement (attached). Okonite was one of two vendors that bid on the Village's primary cable requirements as contained in Bid #015-026.

Staff is requesting that the Village Council consider waiving the competitive bidding process and entering into an Amendment with the vendor. The Amendment will hold pricing bid by The Okonite Company for primary cable at the same unit prices as 2016 for primary cable purchases in 2017. All other terms and conditions of the original bid would remain in effect. At this time, staff is also requesting authorization to purchase additional primary cable in addition to approving an Amendment to secure the unit pricing for 2017 purchases. Staff is requesting approval to purchase 3,500 feet of 3-1/c 350 kcmil copper cable and 6,000 feet of 3-1/c 4/0 copper cable in the amount of \$241,163. Additional detail is provided on Exhibit 1.

Resolution No. R-3-2017, prepared by the Village Attorney, waives the requirement of competitive bidding for the procurement of primary cable, enter into an Amendment to the contract, and authorizes the Village Manager to execute all documents necessary to complete the purchase of cable from the Okonite Company.

The 2017 Budget for the Electric Fund contains \$511,000 (account #500.42.31-660) for the procurement of cable.

If the Village Council would prefer not to waive the competitive bid process and decline to utilize the 2016 unit prices, staff will prepare and issue a new Request for Bid for the primary cable required in 2017.

Recommendation:

Consider adoption of Resolution No. R-3-2017, A Resolution Waiving Formal Bidding, Approving an Amendment to the Contract with and the Purchase of Primary Cable from The Okonite Company.

Attachments:

Resolution No. R-3-2017: A Resolution Waiving Formal Bidding, Approving an Amendment to the Contract with and the Purchase of Primary Cable from The Okonite Company.

Letter Agreement dated December 12, 2016

Exhibit 1: Cable Purchase Detail

RESOLUTION NO. R-3-2017

A RESOLUTION WAIVING FORMAL BIDDING, APPROVING AN AMENDMENT TO THE CONTRACT WITH, AND THE PURCHASE OF PRIMARY CABLE FROM, THE OKONITE COMPANY

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the Village of Winnetka (“*Village*”) to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, on December 15, 2015, the Village Council awarded Bid #015-026 (“*Contract*”) to the Okonite Company (“*Vendor*”) for the purchase of primary cable at certain unit prices; and

WHEREAS, the Vendor has offered to extend the Contract for an additional year pursuant to a letter agreement (“*Amendment*”), pursuant to which the Vendor has agreed to maintain its pricing for 2017; and

WHEREAS, because the Vendor has agreed to maintain its pricing, pursuant to Section 4.12.010.C of the Village Code and Section IV.3.D of the Village’s Purchasing Manual, the Village Council has determined that it is in the best interests of the Village to waive competitive bidding and enter into the Amendment with the Vendor; and

WHEREAS, the Village also desires to purchase primary cable pursuant to the Contract, as amended by the Amendment, in a total amount not to exceed \$241,163 (“*Purchase*”); and

WHEREAS, the Village Council has determined that it is in the best interests of the Village and its residents to waive competitive bidding, enter into the Amendment with the Vendor, and approve and authorize the Purchase;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Village of Winnetka, Cook County, Illinois, as follows:

SECTION 1: RECITALS. The Village Council adopts the foregoing recitals as its findings, as if fully set forth herein.

SECTION 2: WAIVER OF COMPETITIVE BIDDING. Pursuant to Section 4.12.010.C of the Village Code, Section IV.3.D of the Village’s Purchasing Manual, and the Village’s home rule authority, the Village Council waives the requirement of competitive bidding for the procurement of primary cable.

SECTION 3: APPROVAL OF AMENDMENT. The Village Council approves the Amendment in substantially the form attached to this Resolution as **Exhibit A** and in a final form approved by the Village Attorney.

SECTION 4: AUTHORIZATION TO EXECUTE AMENDMENT. The Village Council hereby authorizes and directs the Village Assistant Finance Director to execute on behalf of the Village, the final Amendment.

SECTION 5: APPROVAL OF PURCHASE. The Village Council approves the Purchase from the Vendor pursuant to the Contract, as amended by the Amendment, in a total amount not to exceed \$241,163.

SECTION 6: AUTHORIZATION OF PURCHASE. The Village Council authorizes and directs the Village Manager, or his designee, to take all actions and to execute all documents approved by the Village Attorney necessary to complete the Purchase from the Vendor pursuant to the Contract, as amended by the Amendment, in a total amount not to exceed \$241,163.

SECTION 7: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval by the vote of two-thirds of the Trustees..

ADOPTED this 3rd day of January, 2017, pursuant to the following roll call vote:

AYES: _____
NAYS: _____
ABSENT: _____
ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
AMENDMENT



VILLAGE OF WINNETKA

Incorporated in 1869

December 8, 2016

Matt Erion
The Okonite Company
2280 White Oak Circle, Suite 106
Aurora, IL 60502

RE: RFB #015-026, Cable Pricing Extension

Dear Matt,

The Okonite Company has conveyed to the Director of Water & Electric, Brian Keys, of their agreement to extend unit pricing for medium voltage cable for one additional year. Please provide confirmation by signing below that the pricing proposed by your firm in conjunction with RFB #015-026 (incorporated in this agreement as Attachment A) will be held fixed (i.e. no increase) for orders received during calendar year 2017.

Please return a signed copy of this letter to my attention at the address below.

Give me a call at (847)716-3504 if you have any questions.

Sincerely,

Nicholas A. Mostardo
Assistant Finance Director
Village of Winnetka

I, MATT ERION, an authorized agent of The Okonite Company, agree to the terms and conditions of this letter with respect to pricing. All other stipulations in RFB #015-026 will carry forward into calendar year 2017.

MATT ERION
Print

[Signature]
Sign

12/12/16
Date

510 Green Bay Road, Winnetka, Illinois 60093

EXHIBIT A

15kV Cable Bid Tabulation – RFB #015-026

Cable Size and Conductor	No. of Conductors	Cable Lay	Estimated Purchase Quantity in 2016	Okonite Unit Price (per foot)	Wesco Price (per foot)
#2 A.W.G Copper	1	N/A	0	\$3.628	\$3.734
#2 A.W.G Copper	3	Parallel	0	\$11.181	\$11.255
#2 A.W.G. Copper	3	Triplex	0	\$11.452	\$11.734
1/0 A.W.G Copper	1	N/A	8,000	\$5.067	\$5.391
1/0 A.W.G Copper	3	Parallel	0	\$15.606	\$16.259
1/0 A.W.G. Copper	3	Triplex	8,000	\$15.789	\$16.706
4/0 A.W.G Copper	3	Parallel	3,500	\$20.165	\$19.654
4/0 A.W.G. Copper	3	Triplex	0	\$20.435	\$20.084
350 kcmil Copper	3	Parallel	0	\$30.591	\$31.207
350 kcmil Copper	3	Triplex	0	\$31.182	\$31.670
1000 kcmil Aluminum	1	N/A	0	\$7.241	\$7.979
1000 kcmil Aluminum	3	Parallel	0	\$22.210	\$24.076

Total cost for Okonite based on estimated 2016 purchase quantities:

\$237,425.50

Total cost for Wesco based on estimated 2016 purchase quantities:

\$245,565.00

Exhibit 1 - Cable Purchase Detail

Primary (15,000 volt) Cable

Cable Description	Unit Price	Quantity Required	Metals Escalation	Shipping Length Tolerance (5%) & Packaging	Requested Amount
3-1/c 350 kcmil copper cable	\$30.591	3,500	\$0	\$5,353.43	\$112,421.93
3-1/c 4/0 copper cable	\$20.435	6,000	\$0	\$6,130.50	\$128,740.50

TOTAL: \$241,162.43

REQUESTED APPROVAL AMOUNT: \$241,163



Agenda Item Executive Summary

Title: Ordinance No. M-20-2016: Authorizing the Disposition of Surplus Personal Property Owned by the Village of Winnetka (Adoption)

Presenter: Brian Keys, Director of Water & Electric

Agenda Date: 01/03/2017

- Ordinance
- Resolution
- Bid Authorization/Award
- Policy Direction
- Informational Only

Consent: YES NO

Item History:

Ordinance No. M-20-2016, An Ordinance Authorizing the Disposition of Surplus Personal Property Owned by the Village of Winnetka was introduced at the December 20, 2016 Regular Council Meeting.

Executive Summary:

During the calendar year, the Village of Winnetka's Water & Electric Department and Police Department have materials and equipment that have reached the end of their useful lives, are not capable of re-use, or no longer useful to the Village.

The Water & Electric Department routinely monitors the condition of its equipment and retires equipment such as transformers, meters, switchgear, and cable as it becomes obsolete or too costly to repair, or when it becomes unsuitable for further use due to factors such as its size, short length, mechanical damage or electrical failure.

The Police Department gains possession of items of abandoned, lost, stolen, or illegally-possessioned personal property and transfers custody of this personal property to the Village pursuant to Section 3 of the Illinois Law Enforcement Disposition of Property Act, 765 ILCS 1030/3.

Staff is also requesting to dispose of two vehicles that are past their useful life and/or have been replaced with other vehicles.

- 2010 Dodge Charger, Police Interceptor (VIN #2B3CA4CT3AH117416)
- 1995 Navistar International, Model 4700, Dump Truck (VIN #1HTSCABN4TH301703)

Ordinance No. M-20-2016, prepared by the Village Attorney, authorizes the Village Manager, or his designee, to dispose of such items of Surplus Property deemed to be no longer necessary or useful to the Village during the 2017 calendar year in a manner to be determined by the Village Manager, in his discretion. The ordinance also authorizes the Village President and Village Clerk to execute and attest, all documents necessary to complete the disposition of the Surplus Property.

Recommendation:

Consider adoption of Ordinance No. M-20-2016, titled "An Ordinance Authorizing the Disposition of Surplus Personal Property Owned by the Village of Winnetka."

Attachments:

Ordinance No. M-20-2016, An Ordinance Authorizing the Disposition of Surplus Personal Property Owned by the Village of Winnetka

**AN ORDINANCE
AUTHORIZING THE DISPOSITION OF
SURPLUS PERSONAL PROPERTY
OWNED BY THE VILLAGE OF WINNETKA**

WHEREAS, the Village of Winnetka (“*Village*”) is a home rule municipality in accordance with Article VII, Section 6 of the Constitution of the State of Illinois of 1970; and

WHEREAS, from time to time during each calendar year: (i) equipment and materials owned by the Village and used by the Village Water and Electric Department reach the end of their useful lives, are not capable of re-use by the Village, and are longer necessary or useful to, or for the best interests of, the Village; (ii) the Village Police Department gains possession of items of abandoned, lost, stolen, or illegally-possessioned personal property and transfers custody of this personal property to the Village pursuant to Section 3 of the Illinois Law Enforcement Disposition of Property Act, 765 ILCS 1030/3, which personal property is not necessary or useful to, or for the best interests of, the Village; and (iii) vehicles owned by the Village and used by the Village Water and Electric Department or Village Police Department reach the end of their useful lives, are not capable of re-use by the Village, and are longer necessary or useful to, or for the best interests of, the Village, including, but not limited to, a 2010 Dodge Charger Police Interceptor (V.I.N. No. 2B3CA4CT3AH117416) and a 1995 Navistar International Model 4700 Dump Truck (V.I.N. No. 1HTSCABN4TH301703) (collectively, items (i), (ii), and (iii) are the “*Surplus Property*”); and

WHEREAS, the Village Council desires to authorize the Village Manager to dispose of Surplus Property that is not necessary or useful to, or for the best interests of, the Village during the 2017 calendar year; and

WHEREAS, the Village Council has determined that it is in the best interests of the Village to authorize the Village Manager to dispose of Surplus Property as set forth in this Ordinance;

NOW, THEREFORE, be it ordained by the Council of the Village of Winnetka as follows:

SECTION 1: RECITALS. The foregoing recitals are hereby incorporated as the findings of the Village Council as if fully set forth herein.

SECTION 2: AUTHORIZATION TO DISPOSE OF ELECTRIC AND POLICE SURPLUS PROPERTY. Pursuant to the Village’s home rule authority, the Village Council hereby authorizes the Village Manager to deem any item of Surplus Property, as defined in this Ordinance, that the Village may possess during the 2017 calendar year to be no longer necessary or useful to, or for the best interests of, the Village, if the item: (a) has reached the end of its useful life; (b) will be retired from service by the Village and cannot be re-used by the Village for any useful purpose; or (c) is not of a type that can be used by the Village for any useful purpose. The Village Council hereby authorizes the Village Manager, or his designee, to dispose of such items of Surplus Property deemed to be no longer necessary or useful to, or for the best

interests of, the Village by the Village Manager during the 2017 calendar year in a manner to be determined by the Village Manager, in his discretion.

SECTION 3: EXECUTION OF REQUIRED DOCUMENTATION. The Village Manager and the Village Clerk are hereby authorized to execute and attest, on behalf of the Village, all documents necessary to complete the disposition of the Surplus Property authorized pursuant to Section 2 of this Ordinance.

SECTION 4: EFFECTIVE DATE. This Ordinance will be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

PASSED this 3rd day of January, 2017, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 3rd day of January, 2017.

Signed:

Village President

Countersigned:

Village Clerk

Published by authority of the President and Board of Trustees of the Village of Winnetka, Illinois, this ___ day of _____, 2017.

Introduced: December 20, 2016
Passed and Approved: January 3, 2017



Agenda Item Executive Summary

Title: Ordinance No. M-1-2017: Granting Preliminary Approval of the One Winnetka Planned Development, including 511-515 Lincoln Avenue, 714-740 Elm Street, and Portion of Lincoln Avenue Right-of-Way (Introduction)

Presenter: Peter M. Friedman, Village Attorney and Michael D'Onofrio, Director of Community Development

Agenda Date: 01/03/17

Consent: YES NO

- Ordinance
- Resolution
- Bid Authorization/Award
- Policy Direction
- Informational Only

Item History:

The One Winnetka Planned Development (PD) request for preliminary approval has been before the Village Council on four previous occasions. The PD was initially considered by the Village Council on April 5, 2016 and then again on April 19, July 27 and September 20. At the conclusion of the September 20 meeting, the Village Council directed staff to prepare an ordinance approving the preliminary PD. Staff was also asked to draft a Development Agreement.

Executive Summary:

In accordance with Section 17.58 of the Village Code, Stonestreet Partners has made an application for preliminary approval of a Planned Development (PD), known as One Winnetka. Since the September 20 Council meeting, one change has been made to the plan. The developer has requested a change in the number of residential units. The plans presented at the September 20 meeting included 61 residential units; the developer is now requesting that a range of residential units from 55 to 62 be approved. Irrespective of the modification to the number of residential units, the footprint and density of the development will not change. Following is summary of the components of the PD.

Site and Building Size

- Size of development site 1.38 acres
- Cumulative size of buildings 184,891 s.f.; residential units/s.f. 61*/137,241 s.f.; retail space 33,895 s.f.; common area space 13,755 s.f.
- Building Heights - West building - Lincoln Ave., 5-stories, 59 feet. (excludes 2'-6" parapet - 61'-6"); Middle building - Elm Street, 4-stories, 48'-10"; East building - Elm Street, 5-stories, 58 feet

Parking

- Parking below buildings (residential use) 106 spaces
- Parking below Lincoln Ave. (commuter use) 56 spaces
- Parking -Elm Street parking lot (shopper use) 114 spaces
- Parking-Lincoln Ave. on-street (shopper use) 54 spaces

Residential Details

- Residential use type 40 rental; 15 condo; 6 townhouse*
- Residential bedroom size - 1 bedroom - 8; 2 bedroom - 20; 3 bedroom - 27; (townhouses not designated)*

As part of the PD, three exceptions to the zoning regulations have been requested, including:

- Maximum Building Height Allowed - 4-stories and 45 feet
 - o West (Lincoln Ave.) building - 5-stories, 59 feet (exclusive of 2'6" parapet - 61'-6")
 - o East (Elm Street.) building - 5-stories, 58 feet
 - o Center (Elm Street) building - 4-stories, 48'-10"
- Required Upper Story Setback - stories at 4th floor and above must be stepped back 10 feet
 - o West (Lincoln Ave) building - no setback provided at 4th and 5th stories
 - o East (Elm Street) building - no setback provided at 4th story (setback provided on 5th story)
- Required Rear Yard Setback (east property line) - 10 feet
 - o No rear yard setback is provided

*Note - These figures are based on a unit count of 61

Executive Summary (continued):

Per the request of the Village Council at its September 20, 2016 meeting, staff and the Village Attorney have prepared the requested documents. Included here is Ordinance No. M-1-2017, which would grant preliminary approval of the One Winnetka Planned Development, as well as the draft Development Agreement. The Development Agreement requires no action from the Council on January 3. Once Ordinance No. M-1-2017 has been introduced, Resolution No. R-1-2017 will be drafted for adoption at the same time as the Ordinance.

Recommendation:

Consider introduction of Ordinance No. M-1-2017, granting preliminary approval of the One Winnetka Planned Development.

Consider the draft Development Agreement for the One Winnetka Planned Development. No action required at this meeting, as this will appear as Resolution No. R-1-2017 for future adoption.

Attachments:

Staff Agenda Report

Village Attorney Memorandum, One Winnetka Approval Documents

Attachment A, Ordinance No. M-1-2017 (including Exhibits A thru M)

Attachment B, Draft Development Agreement (including Exhibits A thru O)

Attachment C, Excerpt of 9-20-2016 Village Council Meeting Minutes

AGENDA REPORT

TO: Village Council

PREPARED BY: Michael D'Onofrio, Director of Community Development

SUBJECT: One Winnetka Planned Development
(1) Ordinance M-1-2017
(2) Draft Development Agreement

REF: April 5, 2016 Council Mtg. pp. 631-693
April 19, 2016 Council Mtg. pp. 201-214
July 27, 2016 Council Mtg. pp. 1-70
September 20, 2016 Council Mtg. pp. 70-173

DATE: December 28, 2016

I. INTRODUCTION

The One Winnetka Planned Development (PD) request for preliminary approval has been before the Village Council on four previous occasions. The PD was initially considered by the Village Council on April 5, 2016 and then again on April 19th, July 27th and September 20th. At the conclusion of the September 20, 2016 meeting, the Village Council directed staff and the Village Attorney to prepare an ordinance approving the preliminary PD. Staff and the Village Attorney were also asked to draft a Development Agreement. Both of these documents are included in the report: Attachment A, Ordinance M-1-2017, and Attachment B, draft Development Agreement (to be adopted later as R-1-2017). Excerpted minutes of the September 20, 2016 Village Council meeting are included as Attachment C.

II. ORDINANCE M-1-2017 & DEVELOPMENT AGREEMENT

Both the Ordinance and Development Agreement were drafted by Village Attorney Friedman with input from Village Manager Bahan, Community Development Director D'Onofrio and Michael Tobin of CBRE, the village's real estate advisor. There were several iterations of the documents based on comments and input from the developer's attorney and the subsequent reviews by the Village.

III. PLAN SUMMARY

Since the September 20th Council meeting, one change has been made to the plan. The developer has requested a change in the number of residential units. The plans presented at the September 20th meeting included 61 residential units; the developer is now requesting that a range of residential units from 55 to 62 be approved. Irrespective of the modification to the number of residential units, the footprint and density of the development will not change. It still includes three buildings, all of which will be mixed use, including both retail and residential uses. The development will also include three parking structures serving the residential tenants of the building, shoppers and employees of the retail tenants, and commuters using the Elm Street

Metra Station. A significant amount of the development will also result in a number of new infrastructure improvements including streetscape along both sides of Elm Street and Lincoln Avenue and new water main and storm sewer improvements. Additional details on the development are identified in the following Plan Summary matrix.

PLAN SUMMARY

Item	
Size of development site	1.38 acres
Cumulative size of buildings	184,891 s.f.
Residential units /s.f.	61*/137,241 s.f.
Retail space	33,895 s.f.
Common area space	13,755 s.f.
Building Height (West - Lincoln Ave.)	5-stories, 59 ft. (excl. 2'-6" parapet – 61-'6")
Building Height (Middle building - Elm St.)	4-stories, 48'-10"
Building Height (East – Elm St.)	5-stories, 58 ft.
Parking below buildings (residential use)	106 spaces
Parking below Lincoln Ave. (commuter use)	56 spaces
Parking -Elm Street parking lot (shopper use)	114 spaces
Parking-Lincoln Ave. on-street (shopper use)	54 spaces
Residential use type	40 rental; 15 condo; 6 townhouse*
Residential bedroom size	1 bdrm- 8; 2 bdrm-20; 3 bdrm-27; + townhouse*
Front yard setbacks (along Lincoln Ave. & Elm St.)	0 ft.
Side yard setback (along south property line)	24 ft.
Rear yard setback (along east property line)	0 ft.

**Note – These figures are based on a unit count of 61.*

IV. EXCEPTIONS

Inherent in the PD regulations is the understanding that not all zoning bulk regulations will be met and therefore some type of relief process is necessary. This process is established through the approval of “exceptions”. It is important to note that exceptions are not the same as variations and are treated differently. As part of the PD, three exceptions are being requested, which are described as follows:

EXCEPTIONS

Type of Standard	Zoning Requirement	Proposed in PD
Maximum building height	4-stories, 45’-0’	5-stories, 59’ for west (Lincoln Ave.) building; 5- stories 58 ft. for east (Elm St.) building; & 4-stories 48’-10” for center (Elm St.) building.
Upper story step back	Stories at 4 th floor and higher must be stepped back 10 feet	No setback provided on west (Lincoln Ave.) building; 10 ft. setback only provided at 5 th floor for east (Elm St.) building.
Rear yard setback (east lot line)	10’ required	0’ proposed (Rear yard is located on the east side of the PD site, adjacent to Hadley Institute).

V. FEES

An estimated cost of fees for the PD has been determined. The fees were determined by applying the construction related fees established by Resolution R-59-2016 to the proposed PD plans. Based on this analysis, the fees would total approximately \$375,000. A substantial portion of the fees are based on the required building permit fee of \$1.30/s.f. of floor area (proposed floor area is 184,890 s.f.), which makes up \$240,360 of the total fee. There are two other fees that make up the cost and include the fee for plan review - \$41,484 (15% of the building permit fee) and a \$36,198 fee for the residential parking structure (\$.80/s.f.) which is 45,247 s.f. At the request of the developer, the Development Agreement includes a cap of \$375,000 for the initial building permit fee, but also specifically identifies three types of fees which would be outside of the cap.

The first type of fee not included is the fee for the installation of a new underground electrical service for the entire project. This cost will be determined after utility plans have been submitted and reviewed by the Water & Electric Department. The second permit cost not included in the cap is the fees associated with the fire suppression and fire alarm system. Here too, the cost cannot be determined until plans have been submitted and reviewed, in that the fee is based partially on the number of devices (fire sprinkler heads and fire alarms) to be installed. Finally, fees for any amendments or field changes to the building permit or related plans are not covered under the cap.

VI. RECOMMENDATION

Consider introduction of Ordinance M-1-2017, granting preliminary approval of the One Winnetka Planned Development.

Consider the draft Development Agreement for the One Winnetka Planned Development. No action required on this matter at this meeting, as this will appear as Resolution R-1-2017 for future adoption.

ATTACHMENTS

Village Attorney Memorandum, One Winnetka Approval Documents

Attachment A, Ordinance No. M-1-2017 (including Exhibits A thru M)

Attachment B, Draft Development Agreement (including Exhibits A thru O)

Attachment C, Excerpt of 9-20-2016 Village Council Meeting Minutes

Holland & Knight

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Holland & Knight LLP | www.hklaw.com

MEMORANDUM

Date: December 27, 2016

To: President Greable and Village Trustees
Village Manager Rob Bahan

From: Peter M. Friedman, Village Attorney

Re: One Winnetka Approval Documents

At its September 20, 2016 regular meeting, the Council directed our office to prepare documents for the Council's consideration relating to the One Winnetka planned development proposal. The two specific documents necessary at this time are (i) an Ordinance granting preliminary approval of a planned development ("*Ordinance*"), and (ii) a Development Agreement governing the development and improvements for the project ("*Agreement*") (collectively, "*Approval Documents*"). These Documents are included with this memo and the Village staff report.

I. Background and Status of Document Preparation.

We have reviewed the Approval Documents with the Village's consultants, Marty Stern and Michael Tobin from CBRE. We have also provided initial drafts of the Approval Documents to One Winnetka and its attorney. One Winnetka has provided us with numerous comments, questions, and suggested changes to the Documents. In consultation with Village Staff and CBRE, we have made some of the requested changes, but not made numerous other requested changes. We specifically did not make any change that we believed was inconsistent with the Council's directions, requested conditions, or public commitments made during the public hearing process and Council consideration.

We have also made clear that these Approval Documents remain subject to the Council's public review and approval. Thus, these Documents are not final and we have not bound the Village with regard to these documents or the provisions contained in them. Further, of course, the Village's planned development regulations include a two-step process that requires the Developer to obtain Final Planned Development approval by ordinance ("*Final PD Ordinance*") prior to applying for or obtaining building permits.

II. Council Consideration.

The Ordinance, like all Village ordinances, requires two Council approvals -- Introduction and then Adoption. The Agreement is approved by resolution and, like all Village resolutions, requires just one approval. Both the Ordinance and the Agreement have been placed on the public agenda, but no action on the resolution approving the Agreement will be necessary until the Council is ready to vote to adopt the Ordinance.

The following is a detailed summary of the material terms of the Ordinance and the Agreement.

III. Development Time Restrictions.

The Ordinance and Agreement contain numerous provisions regarding the timing of various aspects of the Development and related approvals and permits. The following is a general summary of keys steps and timing requirements for the Development.

- The Ordinance will take effect within 10 days after adoption.
- Within 30 days after the Ordinance is adopted the Developer must execute the Development Agreement.
- Within 180 days after the effective date of Ordinance, the Developer must submit a full and complete application for Final Plan approval. The Preliminary Planned Development approval provided in the Ordinance expires if this condition is not met. Consideration of the Final Plan and Final PD Ordinance will be pursuant to the procedures set forth in the Village Zoning Code.
- If adopted, the Final PD Ordinance will expire 90 days after its effective date unless the Developer has submitted by that date a full and complete building permit application for the Development. The Council can grant two, 90-day extensions to this deadline under limited circumstances set forth in the Ordinance. The Village is required to promptly review and act on the building permit application.
- Within 60 days after issuance of the building permit, the Developer must commence construction, beyond mere fencing and site preparation.
- The construction of the Development must be substantially complete within 24 months after the building permit is issued, and the term of the building permit is specifically set at 24 months.

IV. Summary of Preliminary Planned Development Ordinance.

A. Property. The proposed planned development is located at the southeast corner of Elm and Lincoln and includes 511-515 Lincoln Avenue and 714-740 Elm Street (“**Property**”).

B. Developer/Applicant. The original applicant was Stonestreet Partners, LLC. At the time of the original application, two related limited liability companies (Winnetka Station, LLC and PSB/Elm Street, LLC), both managed by David Trandel, held title or were under contract to acquire the various components of the Property. Subsequently, two new limited liability companies, SB One Winnetka, LLC and SB Winnetka, LLC (collectively, “**Developer**”) have acquired or are under contract to acquire all of the Property, including the Conney’s property and the Phototronics property. Both of these LLCs are also managed and/or controlled by David Trandel.

The “corporate tree” document provided by the Developer is attached to this memo. Also attached is biographical information on the individuals at Springbank Capital Advisors, LLC.

As discussed further in Section V of this Memo, at our request, the Developer will be providing a third-party guaranty. The final entity and details of the third-party guaranty must be finalized prior to adoption of the Final PD Ordinance and thus are subject to further Village review and approval.

C. Zoning Relief. The Ordinance grants the Developer preliminary approval of a planned development on the Property. The details of the proposed development are included in the staff report that accompanies this memo (“*Development*”). The Ordinance also approves the “*Preliminary Development Plan*,” which is comprised of the following plans and drawings, all of which are included in your packet – (1) Floor and Site Plan, (2) Loading and Refuse Plan, (3) Construction Schedule and Staging Plan, (4) Building Height Plan, (5) Design Elements Plan, (6) Renderings and Aerial Views Plans, (7) Landscape Plan, and (8) Hadley Institute Plan.

The Ordinance also approves the following --

- building height exceptions to allow the parapet on the corner turret to be 61.5 feet, the remaining area of the Lincoln Avenue building to be 59 feet, the center building on Elm Street to be 48 feet, 10 inches, and the easternmost building on Elm Street to be 58 feet;
- an upper story setback exception to reduce the upper story setback to zero, and
- a rear yard setback exception to reduce the rear yard setback to zero.

It is important to remember that these approvals do not authorize the Developer to begin any construction. The Final Planned Development process includes public hearings and review by the same lower boards that reviewed the Preliminary Plan. Significantly, however, if the proposed Final Plan is in substantial conformity with the Preliminary Plan and if the Developer is otherwise in compliance with the Ordinance and the Agreement, the Developer will be entitled to approval of the Final Plan.

D. Conditions. All of the zoning relief approved in the Ordinance is subject to several specific conditions set forth in the Ordinance as well as in the Agreement (“*Common Conditions*”). Below is a brief description of the Conditions:

1. Agreement. The Developer must enter into and execute the Agreement within 30 days after adoption of the Ordinance.
2. Single Phase. The Development must be a single-phase development.
3. Residential Units. No less than 55 and no more than 62 residential units shall be constructed as part of the Development.
4. Parking. The Developer must construct and provide (a) 106 underground private parking spaces, (b) 56 public underground commuter parking spaces in and along Lincoln Avenue, (c) 54 on-street public parking spaces in and along Lincoln Avenue between

Elm and the southern boundary of the Property, and (d) 114 public parking spaces in the east parking lot adjacent to the Hadley Institute.

5. Refuse and Recycling. The Developer must comply with the Loading and Refuse Plan to manage and control refuse and recycling collection and disposal in order to alleviate, to the greatest extent possible, noise and inconvenience to neighboring businesses and residences. At a minimum, collection prior to 7:00 am on any day is prohibited.
6. Ingress and Egress. All ingress and egress related to the Development must have sufficient turn radiuses for cars and trucks and safe sightlines and access.
7. Signage. All signage must comply with the Village Code.
8. Bench and Tree Preservation. The Developer must prepare for Village approval as part of the Final Plan a "Preservation Plan" for the protection, removal, and replacement, if necessary, of certain trees, benches, and other markers that are at risk or that must be removed as part of the construction of the Development.
9. Use Restriction. The first-floor retail space at the southwest corner of the Development and south of the interior east-west corridor may not be used as a restaurant without Village Council approval. All other retail uses are governed by the otherwise applicable provisions in the Zoning Code.
10. Ventilation. Commercial kitchen exhaust must be vented through the roof of the Development at elevations in excess of existing adjacent buildings.
11. Building Materials and Design Elements. Materials and design elements must be as shown on the approved Design Elements and Renderings and Aerial Views Plans.
12. Continued Cooperation. The Developer must meet with Hadley Institute and 711 Oak representatives no less than once a month during the first 12 months of construction, unless otherwise agreed by the parties. After the first year, these meetings are once every two months until the final occupancy permit is issued for the Development. These meetings are to eliminate, or reduce as much as possible, the Development's impact on these properties and operations. The Developer must provide written reports to the Village on these meetings.
13. Video Surveillance. Developer must install a video surveillance system for the new underground commuter spaces and the east parking lot. The system must be compatible with the Village's system. Details here will be incorporated into the Final Plan.
14. East Parking Lot Safety Measures. The Developer is required to implement specific safety measures related to the operation of the east parking lot and the Hadley Institute. These are described in the Hadley Institute Plan and include measures to alert pedestrians of cars entering and exiting the parking lot and covered walkways and other facilities for safety during construction. The Hadley Institute Plan will be revised and finalized as part of the Village's Final Plan consideration.

15. Landscaping/Streetscape. Developer must install street lights, bike racks, trees, and other streetscape improvements along (a) north side of Elm Street (Arbor Vitae to Lincoln), (b) west side of Lincoln (Oak to Elm), and (c) east side of Lincoln (Elm to southern boundary of Property). Developer must also install and maintain landscape improvements along (d) south side of Elm (east end of Elm Street parking lot to Lincoln), (e) east side of Lincoln (Oak to Elm), and (f) surrounding the new commuter underground spaces (including adjacent east bluff).
16. Elm Street Water Main. Developer will install a new water main on Elm from existing Maple Street water main to Lincoln. All of the specifications and final locations of the new water main will be approved in advance by the Village.
17. Lincoln Avenue Right-of-Way. The Village will vacate and convey to the Developer an approximately 39-foot wide, 7,796 square foot portion of the public Lincoln Avenue right-of-way ("**Lincoln ROW**") only after Final Plan approval and issuance by the Village of all of the certificates of occupancy for all of the Development's residential units. The use of the Lincoln ROW is at Developer's risk and the Village would convey the ROW on an "as-is, where-is" basis.
18. Site Utilities. Developer is responsible for the extension, installation, and connection of all public and private utility facilities necessary to serve the Development.
19. Power Cables. Existing power cables must be relocated pursuant to final plans approved as part of the Final Plan. If the Final Plan requires that the power cables be routed under the Development, the Developer grant the Village all necessary rights for operation and maintenance of the cables.
20. General Use and Maintenance of Property. The Developer must comply with the Village Code and additional minimum standards necessary to protect the public health and safety during demolition of existing structures and construction of the Development. As part of these requirements Developer must (a) maintain the Property and any buildings (new or old) in good repair and condition and not allow the Property or any buildings to fall into disrepair.
21. Taxes/Utilities. As a condition to final approval, Development must establish that the Developer and the Property are free of any utility, tax or other liens.
22. Binding Effect/Transferability. Generally, all of the terms and conditions of the Ordinance are binding on the Developer and its successors and assigns, and any subsequent owners of any part of the Property. However, prior to completion of the Development, the Developer cannot transfer any rights under the Ordinance to any other person or entity without the Village's prior approval and in accordance with the Development Agreement.

E. 711 Oak and Hadley Institute. In addition to the general cooperation requirements noted in No. 11 above, the Ordinance provides that Developer is solely responsible for protecting the existing 771 building and the Hadley Institute building from damage during construction. And if there is any damage, it is the Developer's responsibility. Developer is

required to constantly monitor any physical impacts of the Development on the Hadley and/or 711 buildings and promptly communicate to the 711 association and Hadley officials the actions the Developer will take to eliminate any such impacts should they arise.

F. Non-Interference. The Developer is required to ensure that all of Developer's activities are designed to minimize or eliminate interruption or interference with adjacent businesses, pedestrians, vehicular traffic.

G. Noncompliance. By Ordinance, the Village has the right to terminate the zoning approvals and other approval in the Ordinance in the event of the Developer's noncompliance with the Ordinance, the Development Agreement, or the Final Planned Development Ordinance. If the Ordinance is revoked, the Property would be governed solely by the C-2 General Retail Commercial and C-2 Overlay District regulations.

H. Village Fees and Costs. Generally, the Developer is required to pay all applicable fees and costs associated with the Development pursuant to the Village Code. The Developer will be required to pay a maximum of \$375,000 for the initial building permit for the Development. This amount does not include fees for electrical services, fire suppression facilities, or subsequent permits and field changes.

I. Developer Acceptance. The Ordinance does not take effect unless the Developer, within 10 days after Ordinance adoption, fully executes an unconditional agreement and consent to comply with all of the provision of the Ordinance and to indemnify and hold the Village harmless from any and all claims related to the Village's adoption of the Ordinance.

V. Development Agreement.

Development Agreements are typically utilized when a proposed development not only requires zoning relief but also construction of public improvements and other affirmative obligations of the developer beyond simply constructing the development. Development agreements contractually obligate developers to undertake construction obligations and restrict use of a developer's property to the specific proposed development. These agreements also require various forms of financial security to protect the local government from failed or stalled developments or improper or incomplete construction of required improvements. The Development Agreement for One Winnetka does all of these things and its terms are summarized below.

A. Parties. The parties to the Agreement are the Village and the two Developer LLCs, SB Winnetka, LLC and SB One Winnetka, LLC.

B. Property. The Agreement, like the Ordinance, governs the Property, including the Lincoln ROW once it is vacated and conveyed to the Developer. The Agreement also requires the Developer to maintain ownership of the entire Property at all times during the construction of the Development and a failure to do so authorizes the Village to revoke the approvals and terminate the Agreement. The Agreement further provides that the Lincoln ROW will be conveyed to the Developer but only after certificates of occupancy have been issued for all of the residential units on the Property.

C. Homeowners Associations. The Agreement contains comprehensive provisions ensuring that the association that will govern the privately-owned residential units and own the common areas is properly established and legally obligated to properly maintain the common areas. These provisions prohibit anything in the association documents from being inconsistent with the Agreement and provides the Village will cure authority in the event the Village decides the common area improvements are not be properly undertaken.

D. Development of Property. The Agreement provides that notwithstanding any other right that might otherwise exist with regard the Property's use, the Property will be used and development solely pursuant to the Agreement, and specifically pursuant to the Preliminary and Final PD Ordinances and the Final Development Plan and all of its exhibits approved as part of the Final PD Ordinance.

E. Timing. The Agreement includes and incorporates the time restrictions and requirements outlined in Section III of this Memo.

F. Footings and Foundation Permit. The Agreement provides that the Developer may receive from the Village a "footings and foundation" permit prior to issuance of a full-scale building permit for the entire Development. This does not mean that the Development will be constructed in phases. It simply allows the Developer the ability to get footings and foundation work completed before all of the final building permit plans and engineering work is ready for final permit. The Agreement provides protections for the Village and specific standards for whether the footings and foundation permit should be issued. The Developer is also required to indemnify the Village for anything related to this permit.

G. Plan Compliance Inspector. The Agreement allows the Village, in consultation with the Developer, to retain an outside plan inspector to assist the Village in ensuring compliance with the Final PD. The plan compliance inspector will regularly inspect the Development construction activity and report any and all discrepancies to the Village and the Developer. The Developer is responsible reimbursing the Village for the cost of the inspector up to \$30,000.00.

H. Improvements. Section 7 of the Agreement lists all of the public and private improvements (other than the buildings) that the Developer is specifically required to construct, including stormwater, sanitary sewer, potable water, roads, sidewalks, parking facilities, video surveillance for west and east public parking facilities, east parking lot pedestrian safety measures, landscaping and streetscape, the Elm Street water main, electric power cables, and all other utilities necessary to serve the Development. Section 7 also includes detailed standards and procedures for the construction, approval, completion, and (if applicable) dedication and maintenance of completed improvements. With regard to public improvements, the Developer is also required to maintain and repair any defects in the improvements.

I. Demolition and Construction. Section 8 of the Agreement provides specific requirements on demolition and construction activities at the Property. The Developer is required to diligently pursue construction of all buildings, structures, and improvements at the Property and in strict compliance with the building permit and Construction Schedule and Staging Plan. The Developer must also comply with detailed provisions on construction traffic,

routes of access, and schedule. A final Construction Schedule and Staging Plan will be presented to the Village Council for approval as part of the Final PD Ordinance.

J. Construction Debris. The Developer must receive the Village's approval of a plan for recycling of demolition and construction debris prior to issuance of any permit for construction of the Development.

K. Protection of Buildings. The Developer is solely responsible for monitoring the Development to prevent damage to neighboring properties and buildings. Included within this requirement is the obligation to prepare for Village approval prior to Final PD Ordinance adoptions the means and methods for providing this protection, which must include seismic monitoring for adjacent buildings.

L. Completion. Subsection 8.I of the Agreement requires the Developer to remove partially completed structures and improvements and if the Developer fails to do so the Village is authorized to do it and then utilize the security provided by the Developer to pay for the costs. These provisions protect the Village in the event the Development stalls. The Village will have authority to clear the site and perform other site restoration work if the Developer fails to do so.

M. Village Fees and Costs. Section 9 of the Agreement requires the Developer to pay all applicable fees, costs, and charges required under the Village Code. This Section also requires the Developer to pay the Village's attorney's fees and any other third-party legal, engineering and other consulting or administrative fees and expenses accrued in connection with Development as well as the preparation, negotiations, consideration, and review of the Agreement and the Preliminary and Final PD Ordinances.

N. Security. Section 10 of the Agreement contains the financial security requirements for the Developer, as follows:

1. **Performance Security.** The Developer must post with the Village a letter of credit, or other form of security acceptable to the Village, known as the "**performance security**" (the precise form of which - if a letter of credit is used - is attached to the Agreement as an Exhibit) in the amount of 125 percent of the estimated cost of completing all of the improvements (other than the actual buildings). This Village can draw on this security in a number of specified circumstances, including if the Developer fails to complete the improvements pursuant to the Agreement, fails to correct defects in the improvements, fails or refuses to restore the Property in the event the Development stalls, or otherwise fails to comply with the obligations under the Agreement. The Village has the right under the Agreement to require this security to be replenished if the Village determines the funds remaining are insufficient to cover any remaining obligations.

2. **Guaranty Security.** The Developer must post with the Village a second letter of credit, or other form of security acceptable to the Village, known as the "**guaranty security**" (the precise form of which - if a letter of credit is used - is also attached to the Agreement as an Exhibit). As the public improvements are completed and accepted by the Village, the performance security is reduced and replaced by the guaranty security. The guaranty security is required to be 15 percent of the actual costs of the completed public improvements for which the performance security is being released. The guaranty security is required for two

years from the date of acceptance by the Village of the public improvement and may be utilized by the Village to ensure the Developer's compliance with the two-year maintenance for improvements under the Agreement.

3. Project Financing. Subsection 10.J of the Agreement requires the Developer to provide (prior to issuance of any building or demolition permits) specific proof that is has secured the necessary debt, equity, or self-financed financing in amounts necessary to construct and complete the Development and its improvements.

4. Guaranty of Completion. Subsection 10.K of the Agreement, requires the Developer to provide (prior to approval of the Final PD Ordinance) a third-party guaranty, the specific form of which is attached to the Agreement as an Exhibit. Generally, the guaranty would require the guarantor to undertake any and all of the Developer's obligations that the Developer fails or refuses to undertaken or complete. The final entity and related details for the third-party guaranty must be finalized as part of the Final PD and are thus subject to further review and approval of the Village Council.

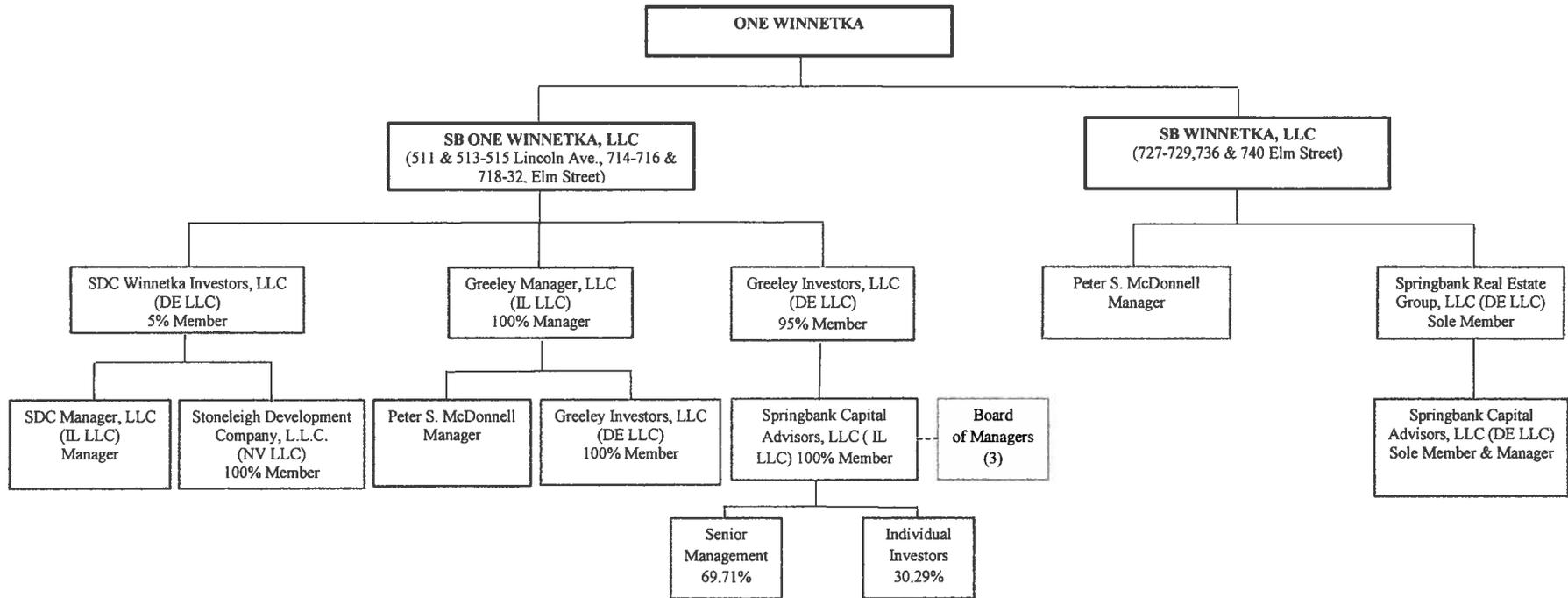
O. Liability and Indemnity. Section 11 of the Agreement provides that the Developer will fully indemnify and hold the Village harmless from any all claims that may be made against the Village (or any of the Village's staff or elected officials) as a result of the approval of the Development, issuance of any permits, or construction of the Development.

P. Transfer Restrictions. Section 12 of the Agreement provides that prior to completion of the Development and the issuance of all of its certificates of occupancy, the Developer may not transfer any interest in the Property without the Village's prior approval. Any such approved transfer would be conditioned on the person or entity to which all or part of the Property is being transferred executing a "transferee assumption agreement " (the specific form of which is attached to the Agreement as an Exhibit), obligating the transferee to assume all of the obligations of the Developer. These transfer restrictions do not apply to the sale of individual residential units or two transfers after the completion of the Development in compliance with the Agreement.

Q. Default and Remedies. Sections 14 and 15 of the Development Agreement provide the Village with comprehensive remedies in the event of Developer's breach of the Agreement, including the ability of the Village to draw from the performance or guaranty securities to complete unfinished work, secure and restore the Property, require or otherwise provide for the demolition and removal of any partially constructed buildings, structures, or improvements from the Property, and the revocation and termination of the previously approved zoning relief, the Preliminary and Final PD Ordinances.

R. Bike Path Connection. Paragraph 7.A.14 requires the Developer to work with the Village and the Park District on the possible connection of pedestrian and bicycle ingress and egress to and from Lincoln Avenue and the Green Bay bike trail. Final related plans would be included in the final development documents and final costs reasonably allocated between the Developer, the Village, and/or the Park District.

ONE WINNETKA PROJECT



11.28.2016

MANAGEMENT

Springbank is led by an executive team with an average of over 25 years of combined commercial real estate experience who have successfully invested, developed, operated and sold over \$25 billion of commercial real estate.

David M. Trandel

Chairman

Chief Executive Officer

Real estate and private equity veteran:

- Stonestreet Partners, CEO > \$400M in real estate investment
- Trilogy Capital Income Fund, Manager
- Former Vice Chairman & COO - The Prime Group, Inc. (Assets >\$2B)
- Has led, advised and/or invested in > \$2B private equity and real estate transactions

Peter S. McDonnell

President

Proven entrepreneur and Investment Banker:

- Founder McDonnell, Inc.
- Launched private markets practice for Roth Capital Partners
- Has procured and advised on >\$2B private equity capital events and placements

Timothy R. Cavanaugh

Director of Development

Respected professional with over 30 years of experience across the entire development process:

- Responsible for projects budgeted from \$5,000 to \$750 million
- Skills cover Architecture, General Contractor/Field Supervisor, Construction Management, Engineering Manager, Implementation and Government Agency interactions
- Past experience also includes Hunt Construction Group T&M Associates, Inc. Huber, Hunt & Nichols, Inc.
- University of Illinois BS Architecture – USGBC LEED Accredited

Thomas R. McClayton

Chief Financial Officer

Accomplished Investment, Brokerage and Capital Markets Professional:

- Over \$17 billion in real estate transaction involvement—including the acquisition of The Wrigley Building
- Past experience includes CBRE, Managing Director at LaSalle Investment Management and Principal of Fulcrum Asset Advisors
- Northwestern University J.L. Kellogg Graduate School of Management - MBA

Mark Alberts

Contractor

C Suite Executive financial services industry:

- Over 30 years of experience in the financial sector
- CPA with a focus on Real Estate Development
- Experienced in communicating financial reporting to investors
- Graduate of DePaul University

Geoffrey M. Adaire

President

Springbank Commercial

Commercial Real Estate veteran:

- Savills Studley – Head of Midwest accounts 16 years
- 25 million square feet of lease representation
- Past experience also includes LaSalle Partners, Fifield Companies and Lincoln Property Company
- Northwestern University J.L. Kellogg Graduate School of Management -MBA

Daniel G. Goelz

Senior Vice President

Capital Markets

Accomplished Investment, Brokerage and Capital Markets Professional:

- Founder of Trilogy Capital Advisors –acquired by a Springbank affiliate
- Chief Investment Officer with Capri Capital Partners managing over \$4 billion in institutional assets
- Jones Lang LaSalle with management responsibility for \$5 billion in institutional assets
- Over 28 years of experience

Nathan Shriver

Contractor

Essential member of the team:

- Analyst with Charles Hall Construction
- Intern at Sterling Hall Development
- DePauw University BA Economics & Political Science

SPRINGBANK – Board of Managers

Springbank's experienced executive management team will be further supplemented by the oversight of a five-person Board of Managers ("Board"), including Tom Scott and Jeffrey Krol. The executive management team will use the insight of the Board on all significant decisions.

Mr. Thomas Scott is a manager of Springbank. Mr. Scott is also the founder and Chief Executive Officer of CA Ventures, a real estate investment, development and management firm focused exclusively on seizing investment opportunities in real estate. Under his leadership, CA Ventures and its affiliates have overseen over \$2 billion of student housing, office, residential, retail and hospitality real estate investments across the United States. Tom has over 25 years of real estate industry experience spanning finance, accounting, development, and asset management in a broad array of student-housing/multi-family, commercial and retail property types. Previously, he served in executive-level roles with CBRE Inc., U.S. Equities Realty, Inc., and Vornado Realty Trust Merchandise Mart Division. Tom is a member of the University of Illinois Presidents Council, and a lifetime member of the University of Illinois Alumni Association and The University of Illinois Foundation. He founded The Scott Family Foundation, which established a scholarship program in Entrepreneurial Studies at the University of Illinois College of Business. Tom supports the YWCA, Greater Chicago Food Depository and other non-profit organizations, and serves on the Advisory Committee for the Chicago Training Center. A graduate of the University of Illinois at Urbana-Champaign, with a Bachelor of Science degree in Accountancy, Tom is a Certified Public Accountant in the State of Illinois.

Mr. Jeffrey Krol is a manager of Springbank, which is the Manager and Class A Member of the Company. Mr. Krol is also the owner of Jeffrey W. Krol & Associates, Ltd, a CPA firm located in Chicago since 1980. The firm specializes in real estate and closely held businesses. Mr. Krol has extensive experience as a sponsor and developer of over \$1 billion of real estate in all areas of real estate producing in the areas of retail, commercial, industrial, telecommunications, medical, residential, campus housing, and international. He has been a bank director since 1983 in various institutions and serves as a trustee of Taft-Hartley pension and health and welfare plans. He is also a director of numerous firms including a money management firm located in Chicago. Mr. Krol's academic background includes an undergraduate degree in accounting from Loyola University and participation in the Master of Science in Taxation at DePaul University. He serves on a multitude of boards for charitable organizations.

SPRINGBANK – Advisory Board

Mr. Theodore L. Koenig is a member of Springbank's Advisory Board as a Class A Member. In this capacity Mr. Koenig will head our Conflict Committee and review business dealings between related parties of the Company. Mr. Koenig is Chairman and Chief Executive of Monroe Capital, a nationally recognized leader in the middle market and lower middle market investment community. Since inception Monroe has invested more than \$5 billion in over 900 leverage finance transactions. Previously he was President and CEO of Hilco Capital, LP, a Partner with Holleb & Coff and an Associate with Winston & Strawn. He serves on the Board of Overseers, Chicago-Kent College of Law, the Dean's Advisory Council, Kelley School of Business at Indiana University, Director, Vice Chairman of the Board of Trustees, The Allendale School, Commercial Finance Association and the Turnaround Management Association. Mr. Koenig's academic background includes a B.S. in Accounting from Kelley School of Business at Indiana University and a J.D. with honors from Chicago-Kent College of Law.

STRATEGIC PARTNERS

Lucien Lagrange

Lucien Lagrange Studio, LLC

Award –winning, world renowned Architect:

- Former Principal - Skidmore, Owings & Merrill
- Former CEO - Lucien Lagrange Architects
- Major contributor to elite Chicago architecture
- Accomplishments include Lincoln Park 2550, Park Hyatt Hotel and Residences-Chicago, JW Marriott-Chicago, TEN East Delaware, The Waldorf-Astoria Hotel and Private Residences and other award-winning developments

Rick Cavanaugh

Stoneleigh Companies LLC

33 Years of experience in development of commercial real estate development:

- Track record of over 40,000 multi-family units in 35 cities and 18 states
- Current involvement in Springbank projects: Arlington Downs, One Winnetka & SB Six Corners

Thomas Scott

Investments

Real estate investment holding company focused exclusively on creating and maximizing real estate investment value:

- Investment portfolio in excess of \$6.3B
- Past 11 year realized IRR of 71%
- Very active on Springbank Board of Managers
- Direct Investor in Springbank as well as Arlington Downs and SB Six Corners

ATTACHMENT A
ORDINANCE M-1-2017
(Including Exhibits A thru M)

ORDINANCE NO. M-1-2017

**AN ORDINANCE GRANTING PRELIMINARY APPROVAL OF
A PLANNED DEVELOPMENT
(511-515 LINCOLN AVENUE;
714-740 ELM STREET; AND
PORTION OF LINCOLN AVENUE RIGHT-OF-WAY)
(One Winnetka)**

WHEREAS, Winnetka Station, LLC ("*Winnetka Station*"), an Illinois limited liability company, was the record owner of properties commonly known as 511-515 Lincoln Avenue and 714-732 Elm Street, Winnetka, Illinois ("*Winnetka Station Properties*"); and

WHEREAS, as of the effective date of this Ordinance, SB One Winnetka, LLC ("*SB One*"), a Delaware limited liability company, has acquired from Winnetka Station and become the record owner of the Winnetka Station Properties; and

WHEREAS, SB Winnetka, LLC ("*SB Winnetka*"), a Delaware limited liability company, is the record owner of the property commonly known as 740 Elm Street and the contract purchaser of the property commonly known as 736 Elm Street, both in Winnetka, Illinois ("*SB Winnetka Properties*"); and

WHEREAS, the Winnetka Station Properties and the SB Winnetka Properties (collectively, "*Developer's Property*") are legally described in *Exhibit A* to this Ordinance; and

WHEREAS, the Developer's Property is generally located on the southeast corner of Elm Street and Lincoln Avenue in Winnetka and in the C-2 General Retail Commercial and C-2 Overlay Districts under the Winnetka Zoning Ordinance, Title 17 of the Winnetka Village Code ("*Zoning Ordinance*"); and

WHEREAS, the Developer's Property is required to be developed as a planned development in accordance with Chapter 17.58 of the Zoning Ordinance ("*Planned Development Regulations*"); and

WHEREAS, the Developer's Property includes several one and two-story buildings that are or have been occupied by various street level retail uses; and

WHEREAS, the Developer's Property is immediately west of and adjacent to an existing Village-owned, public parking lot with ingress and egress by way of a driveway on Elm Street ("*East Parking Lot*"); and

WHEREAS, SB One and SB Winnetka (collectively, "*Developer*") have entered into one or more agreements providing for the redevelopment of the Developer's Property, generally including (i) the demolition of the existing buildings on the Developer's Property; (ii) the construction and development of three new mixed-use buildings for retail and residential uses; (iii) related on-site and off-site parking improvements, including improvements to the East Parking Lot and the construction and improvement of new public surface and one underground level parking in and along the Lincoln Avenue right of way ("*West Parking*"); and (iv) related

on-site and off-site streetscape and landscape improvements, all as specifically provided pursuant to this Ordinance (“*Proposed Development*”); and

WHEREAS, on February 20, 2015, the Stonestreet Partners, LLC, an Illinois limited liability company (“*Stonestreet*”) filed an application with the Village for approval of a planned development for the redevelopment of the Developer’s Property pursuant to the Planned Development Regulations (“*Application*”); and

WHEREAS, Stonestreet has assigned or otherwise transferred all right, title, and interest to the Application and the Proposed Development to the Developer; and

WHEREAS, the Application included a request that the Village vacate a portion of the Lincoln Avenue right-of-way (“*ROW Property*”) and convey the ROW Property to the Developer for incorporation into the proposed development; and

WHEREAS, the Application also requested exceptions from and modifications to the height, upper story setback, and rear yard setback provisions of Sections 17.58.040.B, 17.58.040.C, and 17.46.030 of the Planned Development Regulations and Zoning Ordinance to allow (i) an increase in the maximum height of 45 feet for the proposed building at Elm and Lincoln to 83 feet, (ii) a reduction in the upper story setback from 10 feet to zero, and (iii) a reduction in the rear yard setback from 10 feet to zero; and

WHEREAS, pursuant to proper notice and in accordance with the Village Zoning Ordinance, the Winnetka Plan Commission held a public hearing on the Application and the Developer’s proposed redevelopment of the Developer’s Property, which public hearing commenced on March 25, 2015, and continued on April 8, April 22, June 24, July 22, August 26, and September 30, 2015; and

WHEREAS, on September 30, 2015, the Plan Commission adopted a resolution with specific findings and conclusions, recommending that the Village Council approve the proposed preliminary planned development, concept plan, modifications, and tentative plat of subdivision, subject to certain conditions; and

WHEREAS, pursuant to proper notice and in accordance with the Village Zoning Ordinance, the Winnetka Design Review Board considered the Developer’s proposed redevelopment of the Developer’s Property at its meetings on November 19, 2015, and January 21 and February 18, 2016; and

WHEREAS, on February 18, 2016, the Design Review Board adopted a resolution with specific findings and conclusions, specifically that, as a whole, the proposed preliminary planned development was consistent with the Village of Winnetka Design Guidelines and recommended that it be approved by the Village Council; and

WHEREAS, pursuant to proper notice and in accordance with the Zoning Ordinance, the Winnetka Zoning Board of Appeals held a public hearing on the Application and the Developer’s proposed redevelopment of the Developer’s Property, which public hearing commenced on November 16, 2015, and continued on December 14, 2015, and January 11, 2016; and

WHEREAS, on January 11, 2016, the Winnetka Zoning Board of Appeals (“**ZBA**”) adopted a resolution with findings and conclusions, specifically that the proposed preliminary planned development did not conform with the standards for approval for special uses set forth in Section 17.56.120 of the Zoning Ordinance or the standards for planned developments set forth in Section 17.58.110 of Planned Development Regulations, and therefor recommended that the Village Council disapprove the Application for the redevelopment of the Developer’s Property; and

WHEREAS, pursuant to Section 17.50.080 of the Planned Development Regulations, the findings and recommendations of the Plan Commission, the Design Review Board, and the ZBA were submitted to the Village Council, along with the complete records of all three bodies, all supporting materials, and all correspondence and written comment received at any time related to the Application and the proposed development; and

WHEREAS, in response to public comments and the deliberations, findings and recommendations of the Plan Commission, ZBA, and Design Review Board, as well as from the Village Council, the Developer revised the Application and the Proposed Development to (i) reduce the maximum height of the building at Elm Street and Lincoln Avenue from seven stories (83 feet) to five stories (59 feet), exclusive of a 2 foot, 6 inch parapet on the corner turret and in the center section of the west elevation; (ii) reduce the height of the eastern building on Elm Street from six stories (68 feet) to five stories (58 feet); (iii) increase the height of the center building on Elm Street from two stories (33 feet) to four stories (48 feet, 10 inches); (iv) reduce the retail square footage from 46,440 to 33,895 square feet; (v) reduce the underground West Parking from 194 spaces to 56 commuter spaces; (vi) eliminate the Lincoln Avenue plaza, thus providing for 54 additional public on-street parking spaces as part of the West Parking (47 more than initially proposed); (vii) add substantial additional on-site and off-site streetscape and landscape improvements along the north and west sides of the development; (viii) reduce the number of residential units from 120 to no less than 55 and no more than 62; and (ix) incorporate the Conney’s Property into the Proposed Development, all as more specifically shown in the “**Preliminary Development Plan**,” as provided in Section 4 of this Ordinance; and

WHEREAS, under the Proposed Development as depicted on the Preliminary Development Plan, the exceptions from and modifications to the height provisions of Subsection 17.58.040.B of the Planned Development Regulations are to allow (i) a height of 61.5 feet for the parapet on the corner turret and center portion of the Lincoln Avenue building, (ii) a height of 59 feet for the remaining portions of the Lincoln Avenue building; (iii) a height of 48 feet, 10 inches for the center building on Elm Street; and (iv) a height of 58 feet for the east building on Elm Street; and

WHEREAS, as a condition to adoption of this Ordinance, the Developer will enter into a development agreement with the Village in substantially the form attached to, and by this reference made a part of, this Ordinance as **Exhibit B (“Development Agreement”)**, which Agreement along with this Ordinance will govern the use and redevelopment of the Developer’s Property; and

WHEREAS, pursuant to Subsection 17.58.080.E of the Planned Development Regulations, at least 20 percent of the owners of property located within 250 feet of the Developer’s Property submitted signed and acknowledged protests to the Village Council,

opposing the proposed planned development on the Developer's Property, thus triggering a requirement that this Ordinance may only be adopted by the favorable vote of four Village Trustees; and

WHEREAS, the Village of Winnetka is a home rule municipality in accordance with Article VII, Section 6 of the Constitution of the State of Illinois of 1970, pursuant to which it has the authority, except as limited by said Section 6 of the Constitution of the State of Illinois of 1970, pursuant to which it has the authority, except as limited by said Section 6 of Article VII, to exercise any power and perform any function pertaining to the government and affairs of the Village; and

WHEREAS, the Village Council introduced this Ordinance at its regular meeting on December 6, 2016; and

WHEREAS, the Village Council has determined that approval of the Proposed Development pursuant to this Ordinance is in the best interest of the Village and its residents;

NOW, THEREFORE, the Council of the Village of Winnetka do ordain as follows:

SECTION 1: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Ordinance as the findings of the Village Council.

SECTION 2: ADDITIONAL FINDINGS. The Village Council further finds as follows:

A. Subject to the terms and conditions of this Ordinance, the Proposed Development and Preliminary Development Plan are consistent with the Village of Winnetka Comprehensive Plan, *Winnetka 2020*.

B. Subject to the terms and conditions of this Ordinance, the Proposed Development and Preliminary Development Plan comply or will comply with all applicable Village ordinances.

C. Subject to the terms and conditions of this Ordinance, the Proposed Development and Preliminary Development Plan considered both as a whole and in their respective component parts are in conformity or will be in conformity with the Village of Winnetka Design Guidelines.

D. Subject to the terms and conditions of this Ordinance, the Proposed Development and Preliminary Development Plan meet the standards for approval of special use permits, as established in Chapter 17.56 of the Winnetka Zoning Ordinance.

E. Subject to the terms and conditions of this Ordinance, the exceptions from and modifications to the building height of the Proposed Development, as depicted in the Preliminary Development Plan, meet the standards for modification pursuant to Section 17.58.040(C) of the Planned Development Regulations.

F. Subject to the terms and conditions of this Ordinance, the exceptions from and modifications to the upper story and rear yard setbacks of the Proposed Development, as

depicted in Preliminary Development Plan, meet the standards for modification pursuant to Section 17.58.040(B) of the Planned Development Regulations.

G. Subject to the terms and conditions of this Ordinance, the Proposed Development and Preliminary Development Plan meet the general purpose and intent of the Planned Development Ordinance, as set out in Section 17.58.020 of the Planned Development Ordinance.

SECTION 3: Preliminary Approval. Subject to the terms, conditions, restrictions, modifications, and exceptions set forth in Sections 6 through 16 of this Ordinance, the Application for preliminary approval of a planned development for the Proposed Development on the Developer's Property is hereby granted.

SECTION 4: APPROVAL OF A PRELIMINARY DEVELOPMENT PLAN. Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 6 through 16 of this Ordinance, the Preliminary Development Plan for the planned development for the Developer's Property, shall be, and it is hereby, approved, and shall hereafter consist of the following documents (collectively, the "*Preliminary Development Plan*"):

- A. The *Floor and Site Plan*, consisting of 14 sheets, prepared by Lucien Lagrange Studio, with a latest revision date of October 12, 2016, a copy of which is attached to, and by this reference made a part of, this Ordinance as *Exhibit C*;
- B. The *Loading and Refuse Plan*, consisting of four sheets, prepared by Lucien Lagrange Studio, dated October 10, 2016, a copy of which is attached to, and by this reference made a part of, this Ordinance as *Exhibit D*;
- C. The *Construction Schedule and Staging Plan*, consisting of two sheets, prepared by W.E. O'Neil Construction Company, dated October 11, 2016, a copy of which is attached to, and by this reference made a part of, this Ordinance as *Exhibit E*;
- D. The *Building Height Plan*, consisting of three sheets, prepared by Lucien Lagrange Studio, with latest revision date of October 12, 2016, a copy of which is attached to, and by this reference made a part of, this Ordinance as *Exhibit F*;
- E. The *Design Elements Plan*, consisting of 24 sheets, prepared by Lucien Lagrange Studio, dated October 10, 2016, a copy of which is attached to, and by this reference made a part of, this Ordinance as *Exhibit G*;
- F. The *Renderings and Aerial Views Plan*, consisting of 11 sheets, prepared by Lucien Lagrange Studio, dated October 10, 2016, a copy of which is attached to, and by this reference made a part of, this Ordinance as *Exhibit H*; and
- G. The *Landscape Plan*, consisting of 10 sheets, prepared by Daniel Weinbach & Partners Ltd., with latest revision date of October 10, 2016, a copy of which is attached to, and by this reference made a part of, this Ordinance as *Exhibit I*.
- H. The *Hadley Institute Plan*, consisting of five sheets (including the related product date), prepared by Developer, with latest revision date of October 10, 2016, a

copy of which is attached to, and by this reference made a part of, this Ordinance as *Exhibit J*.

SECTION 5: APPROVAL OF EXEMPTIONS AND MODIFICATIONS. Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Sections 6 through 16 of this Ordinance, the following exceptions and modifications from the provisions of the Planned Development Regulations are granted:

A. Building Height. An exception from and modification to the 45-foot building height limitation of Subsection 17.58.040(C) of the Planned Development Regulations, to allow for a maximum building height, as measured pursuant to the Zoning Ordinance, of: (i) 61.5 feet for the parapet on the corner turret and the center portion of the Lincoln Avenue building, and 59 feet for the remaining area of the Lincoln Avenue building; (ii) 48 feet, 10-inches for the center building on Elm Street; and (iii) 58 feet for the east building on Elm Street, all as specifically depicted on the Building Height Plan and on the Preliminary Development Plan.

B. Upper Story Setback. An exception from and modification to the setback limitations of Subsection 17.58.040(B) of the Planned Development Regulations and 17.46.25, to reduce the upper story setback to zero.

C. Rear Yard Setback. An exception from and modification to the rear yard setback limitations of Subsection 17.58.040(B) of the Planned Development Regulations and 17.46.030, to reduce the rear yard setback to zero.

D. Limitation of Approval. The foregoing exceptions and modifications shall be effective only in the event that the Developer obtains approval of a final development plan pursuant to the Planned Development Regulations and the Development Agreement. In the event that the Developer fails to obtain final plan approval as provided in this Ordinance and the Zoning Ordinance, the conditional approval of the foregoing exceptions and modifications shall become null and void. Nothing in this Ordinance shall be construed either as granting preliminary or final approval of any zoning variance or as granting any preliminary or final zoning exception, zoning modification or special use other than those specifically identified in this Ordinance.

SECTION 6: CONDITIONS. Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the Winnetka Village Code or the Zoning Ordinance, or any other rights Developer, individually or collectively, may have, the preliminary approvals granted in Sections Three, Four, and Five of this Ordinance shall be, and they are hereby, expressly subject to and contingent upon the redevelopment, use, and maintenance of the Developer's Property in compliance with each and all of the conditions set forth in this Section:

A. Development Agreement. Within 30 days after the adoption of this Ordinance, the Developer shall enter into the Development Agreement.

B. Standard Conditions.

1. **Compliance with Regulations.** The redevelopment, use, operation, and maintenance of the Developer's Property shall 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 the Final Development Plan.** Within 180 days of the effective date of this Ordinance, the Developer shall work diligently and do all work necessary to apply for and produce a Final Development Plan, which shall be in substantial conformance with the Preliminary Development Plan and otherwise comply with the provisions of Section 17.58.090 of the Zoning Code. The Final Development Plan shall be approved by Ordinance pursuant to Section 17.58.100 of the Zoning Code prior to issuance of any demolition or building permits for any development on the Developer's Property. The redevelopment, use, operation, and maintenance of the Developer's Property shall comply with the Final Development Plan except for minor changes and site work approved in accordance with all applicable Village ordinances and standards.

C. Single Phase Development. The construction of the Proposed Development shall take place in one continuous phase.

D. Parking. The Developer shall construct and provide (i) 106 underground private parking spaces on the Developer's Property for use by the residences and guests of the Proposed Development; (ii) 56 underground public parking spaces in and along the Lincoln Avenue right-of-way for commuter use ("***Public Underground Spaces***"); (iii) 54 on-street public parking spaces in and along the Lincoln Avenue right-of-way ("***Public On-Street Spaces***"); and (iv) 114 public parking spaces in the East Parking Lot ("***East Parking Lot Spaces***"), all as specifically provided in the Preliminary Development Plan. The Public Underground Spaces, the Public On-Street Spaces, and East Parking Lot Spaces shall, upon completion and acceptance by the Village, be dedicated and conveyed to the Village.

E. Refuse and Recycling Collection. As provided in the Loading and Refuse Plan, Developer shall provide a sufficient quantity of separate containers for the collection and disposal of refuse and of recyclable materials on the Developer's Property, as determined by the Director of Public Works in his or her discretion. Developer will manage the collection and disposal of refuse and of recyclable materials on the Property to alleviate, to the greatest extent possible, noise and inconvenience to the residents of the Proposed Development and neighboring properties, as more specifically provided in the Loading and Refuse Plan. The Developer will not be responsible for the refuse and recycling collection by the Village or the Village's contractor.

F. Vehicular Ingress and Egress. Developer shall ensure that all ingress and egress from the Proposed Development, the East Parking Lot, and the Public Underground Spaces, as depicted on the Floor and Site Plan, have adequate turning radiuses for vehicular use, including delivery trucks and refuse collection trucks, and provide for adequate sightlines and access, as depicted in Loading and Refuse Plan, and which shall be fully depicted in engineering plans submitted and approved as part of the Final Development Plan.

G. Installation of Signage. The installation, construction, location, and maintenance of all signage on the Developer's Property shall be governed by Chapter 15.60 of the Village Code.

H. Dedicated Bench and Tree Preservation. Developer shall create a Preservation Plan that identifies any dedicated trees, benches or other markers that are at risk of damage due to the construction of the Proposed Development and minimizes or eliminates such risk of damage. Developer shall relocate, or if necessary replace and relocate, any dedicated trees, benches, or other markers that are required to be damaged or moved as part of the construction and development of the Proposed Development. The Preservation Plan required by this Subsection shall be submitted to the Village and approved as part of the Final PD Ordinance.

I. Use Restriction. Except as otherwise approved by the Village Council by resolution duly adopted, the first-floor retail space located at the southwest corner of the Proposed Development and south of the interior east-west corridor shall not be used as a restaurant. All other retail portions of the Proposed Development may be used for restaurant use in accordance with the Zoning Code.

J. Ventilation. All exhaust emanating from commercial kitchens and similar facilities within the non-residential portions of the Proposed Development shall be vented through the roof of the Development at elevations in excess of existing buildings adjacent to the Property.

K. Building Materials and Design Elements. The building materials and design elements shall be as described and depicted in the Design Elements Plan and the Renderings and Aerial View Plan.

L. Continued Cooperation. In addition to the requirements set forth in Section 9 of this Ordinance, Developer will meet separately on a regular basis with the Hadley Institute and representatives from the 711 Oak Street property in order to eliminate, or reduce to the greatest extent possible, the impact on those properties and operations of the construction and use of the Proposed Development. Unless the Developer and the respective representatives of the Hadley Institute and 711 Oak Street agree otherwise, these meetings will occur once a month during the first 12 months after commencement of construction and once every two months thereafter until the final certificate of occupancy for the Proposed Development is issued. The Developer will provide the Village with reasonably documented written reports outlining the issues discussed at the meetings undertaken pursuant to this Subsection.

M. Video Surveillance System. Developer shall install a video surveillance system for the Public Underground Spaces and the East Parking Lot Spaces that is compatible and integrated with the Village's existing video surveillance system. This system will be incorporated into the Final Development Plan.

N. East Parking Lot Safety Measures. Developer shall undertake the improvements and systems set forth in the Hadley Institute Plan, including specifically, but without limitation, installation of safety measures to adequately alert pedestrians to vehicular traffic entering and exiting the East Parking Lot and the installation and location of covered walkways and other necessary facilities and equipment during construction to protect and facilitate the operations of the Hadley Institute, all after conferring with Village staff and the Hadley Institute to determine best practices for such safety measures. The final package of safety and related measures will be consistent with the Hadley Institute Plan and incorporated into the Final Development Plan.

O. Landscaping. Developer shall install and maintain all landscaping as depicted on the Landscape Plan, including specifically, without limitation, the following:

1. Developer shall install and maintain (in accordance with the Development Agreement) the streetscape improvements, including specifically, without limitation, street lights, bike racks, trees, and other streetscape improvements, along (a) the north side of Elm Street, from Arbor Vitae Street to Lincoln Avenue; (b) the west side of Lincoln Avenue, from Oak Street to Elm Street; and (c) the east side of Lincoln Avenue, from Elm Street to the southern property line of the Property, all in accordance with the Village Streetscape Plan, attached to, and by this reference made a part of, this Ordinance as ***Exhibit K***.
2. Developer shall install and maintain (in accordance with the Development Agreement) landscaping on the south side of Elm Street, from the east end of the Elm Street parking lot to Lincoln Avenue; the east side of Lincoln Avenue, from Oak Street to Elm Street; and surrounding the Public Underground Spaces, including the east bluff of the railroad right-of-way adjacent to the Public Underground Spaces.

P. Elm Street Water main. Developer shall install a new, public water main, with a diameter of no greater than 20 inches, the final diameter of which will be determined by the Village, on Elm Street, from the existing Maple Street water main to Lincoln Avenue. The new water main will be installed within the Elm Street right-of-way, at a location approved by the Village as part of the final engineering plans incorporated into the Final Development Plan. As part of this work, the Developer shall: (1) terminate the existing Lincoln Avenue water main at Oak Street, abandoning in place or removing the section of the Lincoln Avenue water main between Oak Street and Elm Street; (2) transfer all existing water services and water main connectors to the new Elm Street water main; and (3) make any and all necessary modifications to the Lincoln Avenue water main at its Oak Street termination point to ensure the quality of the water available to the 711 Oak Street property is unaffected. Upon completion of the new Elm Street water main, the existing six-inch Elm Street water main will be taken out of service.

Q. Lincoln Avenue Right-of-Way. Upon the approval of the Final Development Plan and issuance by the Village of certificates of occupancy for all of the Residential Units, the Village will vacate that portion of the Lincoln Avenue right-of-way ("***Lincoln ROW***"), depicted in ***Exhibit L*** to this Ordinance. Prior to the vacation of the Lincoln ROW, and to the extent necessary for the Proposed Development after the Final Development Plan has been approved, the Village will grant such property rights as are necessary to construct the Proposed Development in accordance with the Final Development Plan and the Development Agreement.

R. Site Utilities. As further provided and required pursuant to the Development Agreement and in the final engineering plans to be included in the Final Development Plan, the Developer shall provide, at its sole cost and expense, for the extension, installation and connection of all public and private utility facilities necessary to serve the Proposed Development, including specifically, without limitation: (a) water service connections and meters, fire hydrants and standpipes, electric service connections and individual service lines, electric meters and transformers, sanitary sewer lines and storm sewer lines; (b) all applicable

service and connection fees; and (c) any upgrades to Village utility systems that the Village determines is directly attributable and reasonably necessary to provide adequate utility service to the Proposed Development. Where utility service is provided by the Village, the Village shall retain all authority and discretion, pursuant to applicable State law and the Winnetka Village Code, to determine the nature and extent of the utility facilities necessary to serve the Proposed Development and to determine the methods of construction.

S. Electrical Power Cables. Pursuant to the Preliminary Development Plans, the Proposed Development will require the existing electrical power cables to be relocated. Developer, as part of the Final Development Plan, and as approved by the Director of Water and Electric, and at its sole cost and responsibility, will relocate the existing electrical power cables. If the Final Development Plan proposes that the electrical power cables will be routed under the Proposed Development, Developer will grant any necessary easement to the Village for operation and maintenance of those cables.

T. Use and Maintenance of the Subject Property. To assure that the public health, safety, and general welfare are protected during construction of the Proposed Development and specifically pending and during the demolition and redevelopment of the existing structures on the Developer's Property, the following minimum, including the minimum standards set forth in Village Code Sections 15.32.150 and 15.48, standards for the use and maintenance of the Developer's Property shall apply:

1. Prior to demolition, the Developer shall not allow the Developer's Property or any of the buildings on the Developer's Property to fall into disrepair and shall promptly make all necessary repairs. The Developer shall also maintain the buildings and the Developer's Property in a safe and proper condition and in good repair.
2. As used in this subsection, "proper" shall mean:
 - a. that the Developer shall use commercially reasonable efforts, as determined by the Director of Community Development, under the supervision of the Village Manager, to ensure: (i) that exterior enclosures (exterior walls, windows, doors, etc.) are adequately maintained, watertight and in good operating condition; (ii) that roofing systems are adequately maintained and watertight; (iii) that all heating, ventilating, air conditioning, electric, plumbing and fire- and life-safety systems serving the existing buildings and commercial tenant spaces are maintained in good repair and remain functional at all times; (iv) that parking areas are kept clean and well lit; and (v) that structural systems are maintained in good repair, with any indication of structural deterioration promptly and safely repaired;
 - b. that the Developer shall use its best efforts, as determined by the Director of Community Development, under the supervision of the Village Manager, to ensure: (i) that any damage from vandals, including graffiti, are promptly removed; (ii) that any debris and accumulations of dirt are promptly removed; (iii) that salt or

similar de-icers are applied to pedestrian walkways, vehicular driveways and parking areas to protect against the accumulation of snow and ice; and (iv) that accumulations of snow and ice on such areas be promptly and safely removed; and

c. that the Developer shall promptly replace any cracked or broken windows within seven days, unless otherwise approved by the Director of Community Development.

3. All materials used in maintaining and repairing the Developer's Property and the existing buildings shall be of equal or better quality than the existing materials.

U. Taxes and Utilities. The Developer shall pay all taxes and utility fees as and when due and shall provide proof that the Developer's Property is free of utility, tax or other liens as a condition for final planned development approval and as a condition for the issuance of any permits.

V. Term of Building Permit. The building permit issued for the construction of the Proposed Development shall be in effect for a term of 24 months from the date of issuance.

W. Binding Effect; Non-Transferability. The privileges, obligations, and provisions of each and every section and requirement of this Ordinance are for and shall insure solely to the benefit of the Developer, and are and shall be binding on the Developer, upon any and all of the Developer's heirs, successors, and assigns, and upon any and all of the respective successor legal and or beneficial owners of all or any portion of the Property, except as otherwise expressly provided in this Ordinance or in the Development Agreement. Nothing in this Ordinance shall be deemed to allow the Developer to transfer any of the rights or interests granted herein to any other person or entity, except as provided in the Development Agreement, without the prior approval of the Village Council by a duly adopted amendment to this Ordinance.

X. No Third Party Beneficiaries. Nothing in this Ordinance shall create, or shall be construed or interpreted to create, any third party beneficiary rights.

SECTION 7: FAILURE TO COMPLY WITH CONDITIONS. Upon failure or refusal of the Developer, or any of its officers, employees, or agents, to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, the ordinance approving the Final Development Plan, or the Development Agreement (collectively, "***Final Approval Documents***"), the permits and approvals granted in the Final Approval Documents shall, at the sole discretion of the Village Council, by ordinance duly adopted, be revoked and become null and void, including this Ordinance and the ordinance approving the Final Development Plan. In the event of revocation, the development and use of the Developer's Property shall be governed solely by the regulations of the C-2 General Retail Commercial and C-2 Overlay Districts, as the same may, from time to time, be amended. Further, in the event of a revocation of the permits or approvals granted pursuant to the Final Approval Documents, the Village Manager and Village Attorney are hereby authorized and directed to bring any zoning or other enforcement action that may be appropriate under the circumstances.

SECTION 8: PAYMENT OF VILLAGE FEES AND COSTS. Except as otherwise provided in the Development Agreement, the Developer shall pay to the Village, as and when due, all application, review, inspection, and permit fees, all water and sewer general and special connection fees, tap-on fees, charges and contributions, and all other fees, expenses, charges and contributions required by applicable Village codes, ordinances, resolutions, rules or regulations, including, without limitation, the fees, charges and contributions provided in the fee schedules set by Village resolution or established by Village Code. All payments shall be at the rates that are in effect at the time the charge is incurred, and the Village reserves its right and discretion to establish or increase rates from time to time.

SECTION 9: 711 OAK AND HADLEY INSTITUTE CONSTRUCTION MONITORING AND STRUCTURAL DAMAGE. In addition to the requirements of Subsection 8.F of the Agreement, Developer shall be solely responsible for protecting the existing residential building at, and any residential unit within, 711 Oak Avenue (“*711 Building*”) and the Hadley Institute building (“*Hadley Building*”) from damage during Developer’s construction of the Proposed Development and shall be solely responsible for any damage or injury to the 711 Building or the Hadley Building due to demolition or construction activities of the Proposed Development. At all times during construction of the Proposed Development, the Developer will monitor any impacts the construction of the Proposed Development has on either or both of these Buildings and shall promptly communicate any such impacts and actions that the Developer will take to eliminate any such impacts to the 711 Building condominium association and Hadley Institute officials.

SECTION 10: NON-INTERFERENCE WITH BUSINESSES. All of the Developer’s construction activities for the Proposed Development shall be performed so as to minimize, to the greatest extent possible, or eliminate interruption of or interference with the businesses on adjacent properties, and any interference with pedestrian and vehicular traffic, including parking, and other businesses in the vicinity of the Developer’s Property.

SECTION 11: EFFECT OF PRELIMINARY APPROVAL; FINAL PLAN APPROVAL.

A. Duration of Preliminary Approval. Notwithstanding Subsection 17.58.090 (B) of the Zoning Code, the Preliminary Development Plan approval granted by this Ordinance shall expire 180 days after the effective date of this Ordinance unless, on or before that date, the Developer has filed a complete application and related documents for final plan approval as provided in Subsections 17.58.090 (A) and (C) of the Zoning Code.

B. Final Plan Approval. Except as otherwise provided in Subsection A of this Section, Developer shall submit its application for final approval of the Proposed Development as required by Chapters 17.56 and 17.58 of the Zoning Ordinance.

1. **Review by Plan Commission and Zoning Board of Appeals.** If the proposed final plans are in substantial conformity with the Preliminary Development Plan and are otherwise in compliance with all of the terms, conditions and exceptions of this Ordinance and the Development Agreement, and if the Developer is in full compliance with the terms, condition and exceptions of this Ordinance and the Development Agreement, then the Plan Commission and Zoning Board of Appeals shall enter findings as provided in Section 17.58.110 of the Zoning Ordinance and shall recommend final approval of the planned development.

Notwithstanding the provisions of Section 17.58.100 (D) of the Zoning Ordinance, neither the Plan Commission nor the Zoning Board of Appeals shall recommend any further conditions for development, unless (i) the proposed final plan contains substantial changes, as defined in Section 17.58.090 (A)(1) of the Zoning Ordinance, from the Preliminary Development Plan and such conditions are related to and limited to such changes, or (ii) the recommendations are related to Village staff recommendations arising from the review of engineering drawings.

2. Review by Design Review Board. The Design Review Board's review shall be limited to providing comment and recommendations to the Village Council, as provided in Section 17.58.110(D) of the Zoning Ordinance, as to whether the building design and other proposed exterior aspects of the Proposed Development are in substantial conformity with the Preliminary Development Plan and otherwise comply with the Village of Winnetka Commercial Design Guidelines and with the terms and conditions of this Ordinance that pertain to building design and materials.

3. Approval by Village Council. If the Village Council finds that the proposed final plans are in substantial conformity with the Preliminary Development Plan and are otherwise in compliance with all of the terms, conditions and exceptions of this Ordinance and the Development Agreement, and if the Developer is in full compliance with the terms, conditions and exceptions of this Ordinance and the Development Agreement, then the Developer shall be entitled to receive final approval of the Development from the Village Council. Notwithstanding the foregoing, the Village Council shall have and retain the discretion to incorporate all of the conditions of this Ordinance into the grant of final approval and to impose additional conditions for final approval, provided the Village Council finds one or more of the following circumstances exist:

- a. the proposed final plan contains material changes from the Preliminary Development Plan and such conditions are related to such changes;
- b. such conditions are related to Village staff recommendations arising from the review of the documents and information submitted as part of the final plan application pursuant to Section 17.58.090 of the Zoning Code;
- c. such conditions are related to details of the building design or materials that were not part of the Preliminary Development Plan; or
- d. such conditions are related to changes in or on the immediate vicinity of the Developer's Property subsequent to the adoption of this Ordinance and are necessary to protect the public health, safety and welfare.

C. Duration of Final Approval. Except as provided in the Subsection D of this Section, the final approval of the Development shall expire 90 days from the effective date of the Final PD Ordinance unless the Developer has, by that date, submitted a complete application for a building permit for the Proposed Development pursuant to the Village Code.

D. Extension of Final Approval. The Village Council by resolution duly adopted may grant two consecutive 90-day extensions to the time for filing a complete building permit application for the Proposed Development, provided the Village determines the Developer has met the following conditions:

1. the Developer has made good faith effort to meet the applicable filing deadline;
2. the inability of the Developer to meet the applicable filing deadline is due to circumstances beyond the Developer's control, provided that the financial condition of the Developer shall not be considered a condition beyond Developer's control; and
3. the Developer is in full compliance with all other applicable development requirements, including the terms of the Final Approval Documents.

E. Construction. The Developer shall commence construction, beyond mere fencing and preparation of the worksite, of the Proposed Development within 60 days after the issuance by the Village of a building permit for the Proposed Development. The construction of the Proposed Development shall be substantially complete no later than 24 months after the issuance by the Village of the building permit for the Proposed Development.

F. No Work Authorization. Nothing in this Ordinance shall be construed as authorizing the issuance of any permits for the demolition of any of the existing buildings on Developer's Property or for the construction of the Proposed Development.

SECTION 12: HOME RULE POWERS. This Ordinance is passed by the Council of the Village of Winnetka in the exercise of its home rule powers pursuant to Section 6 of Article VII of the Illinois Constitution of 1970.

SECTION 13: EFFECTIVE DATE.

A. This Ordinance shall be effective only upon the occurrence of all of the following events:

1. passage by the Village Council of the Village of Winnetka in the manner required by law;
2. publication in pamphlet form in the manner required by law; and
3. the filing by the Developer, within 10 days after the passage of this Ordinance by the Village Council, for recording in the Office of the Cook County Recorder of Deeds, of an Unconditional Agreement and Consent, signed by all owners of property within the Developer's Property and the Applicant, to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance. The Unconditional Agreement and Consent shall be in the form of *Exhibit M* attached to, and by this reference made a part of, this Ordinance.

B. In the event that the Applicant does not file with the Village Clerk a fully executed copy of the Unconditional Agreement and Consent required pursuant to Paragraph 13.A.3 of this Ordinance within 10 days after the date of passage of this Ordinance by the Village Council then, at the option of the Village Council by resolution duly adopted, this Ordinance shall be of no force or effect and shall be rendered null and void.

PASSED this __ day of _____, 2017, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this __ day of _____, 2017.

Signed:

Village President

Countersigned:

Village Clerk

Published by authority of the President and Board of Trustees of the Village of Winnetka, Illinois, this __ day of _____, 2017.

Introduced: January 3, 2017

Passed and Approved: _____, 2017

INDEX OF EXHIBITS

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EXHIBIT A

Legal Description of Developer's Property

EXHIBIT B

Development Agreement (not including its exhibits)

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

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

Above Space For Recorder's Use Only

DEVELOPMENT AGREEMENT

BETWEEN

THE VILLAGE OF WINNETKA,

AND

SB ONE WINNETKA, LLC AND SB WINNETKA, LLC

**(511-515 Lincoln Avenue;
714-740 Elm Street;
and a Portion of Lincoln Avenue Right-Of-Way)
(One Winnetka)**

DATED AS OF _____, 2017

**DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE VILLAGE OF WINNETKA
AND
SB ONE WINNETKA, LLC AND SB WINNETKA, LLC
(511-515 Lincoln Avenue; 714-740 Elm Street;
and a Portion of Lincoln Avenue Right-Of-Way)
(One Winnetka)**

THIS DEVELOPMENT AGREEMENT ("**Agreement**") is made as of the ____ day of _____, 2017 by and between the **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation ("**Village**"); **SB ONE WINNETKA, LLC**, a Delaware limited liability company ("**SB One**"); **SB WINNETKA, LLC**, a Delaware limited liability company ("**SB Winnetka**") (SB One and SB Winnetka are collectively "**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. SB One is the record title owner of properties commonly known as 511-515 Lincoln Avenue and 714-732 Elm Street, Winnetka, Illinois (collectively, "**SB One Property**").

B. SB Winnetka is the record title owner of the property commonly known as 740 Elm Street and the contract purchaser of the property commonly known as 736 Elm Street, both in Winnetka, Illinois (collectively, "**SB Winnetka Property**").

C. The SB One and SB Winnetka Properties ("collectively, "**Property**") comprise approximately 1.38 acres and is depicted and legally described in **Exhibit A** to this Agreement. The Property will also include an approximately 39-foot wide, 7,796 square foot portion of the Lincoln Avenue right-of-way ("**Lincoln ROW**"), as depicted in **Exhibit B**, upon vacation by the Village in accordance with Subsection 8L of this Agreement.

D. The Property is generally located on the southeast corner of Elm Street and Lincoln Avenue in Winnetka and in the C-2 General Retail Commercial and C-2 Overlay Districts under the Winnetka Zoning Ordinance. Redevelopment of the Property requires approval of a planned development in accordance with Chapter 17.58 of the Zoning Ordinance. The Property includes several one and two-story buildings that are or have been occupied by various street level retail uses.

F. The Property is immediately west of and adjacent to the East Parking Facility, an existing Village-owned, public parking lot with ingress and egress on Elm Street.

G. Developer has entered into one or more agreements providing for the redevelopment of the Property, generally including (i) the demolition of the existing buildings on

All capitalized words and phrases throughout this Agreement shall 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 shall have the meaning ascribed to it in the Zoning Ordinance.

the Property; (ii) the construction and development of three new mixed-use buildings for retail and residential uses; (iii) related on-site and off-site parking public and private improvements, including improvements to the East Parking Facility and the construction and improvement of new public surface and underground parking in and along the Lincoln Avenue right of way; and (iv) related on-site and off-site streetscape and landscape improvements, all as specifically provided pursuant to the Preliminary PD Ordinance and this Agreement ("**Development**").

H. Developer and its predecessors jointly applied to the Village for approval of a planned development for the Property, approval of a preliminary planned development, and exceptions from and modifications to the height and upper story and rear yard setback requirements for planned developments.

I. On _____, 2017, the Village Council adopted Ordinance No. M-__-17, approving the preliminary plan development plan and granting the Developer's requested exceptions to and modifications of the otherwise applicable planned development requirements ("**Preliminary PD Ordinance**"). Pursuant to Subsection 6A of the Preliminary PD Ordinance, all of the approvals granted in the Preliminary PD Ordinance were expressly subject to and contingent upon the condition that, notwithstanding any other development rights that may exist with regard to the Property, the Development shall be constructed, used, operated, and maintained pursuant to the terms and conditions of this Agreement.

J. The Corporate Authorities, after due and careful consideration, have concluded that the redevelopment and use of 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.

SECTION 2. DEFINITIONS; RULES OF CONSTRUCTION.

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

"Building Height Plan": That certain plan entitled "Building Height Plan" that is a component of the Preliminary Development Plan and approved in the Preliminary PD Ordinance, prepared by Lucien Lagrange Studio and consisting of three sheets, with a latest revision date of October 12, 2016, a copy of which is attached to this Agreement as ***Exhibit C***.

"Common Area": All areas of the Property that are not within any of the Residential Units, retail spaces, or the public improvements.

"Construction Schedule and Staging Plan": That certain "Construction Schedule and Staging Plan" that is a component of the Preliminary Development Plan and approved in the Preliminary PD Ordinance, prepared by W.E. O'Neil Construction Co., consisting of two sheets, with a latest revision date of October 11, 2016, a copy of which is attached to this Agreement as ***Exhibit D***.

"Corporate Authorities": The Village President and Village Council.

"Design Element Plan": That certain "Design Element Plan" that is a component of the Preliminary Development Plan and approved in the Preliminary PD Ordinance, prepared by Lucien Lagrange Studio and consisting of 24 sheets, with latest revision date of October 10, 2016, a copy of which is attached to this Agreement as ***Exhibit E***.

“Development Plan”: Prior to approval of the Final Development Plan, Development Plan refers to the Preliminary Development Plan. Upon approval of the Final Development Plan, and by amendment to this Agreement, the Final Development Plan will replace the Preliminary Development Plan as the Development Plan.

“East Parking Facility”: That certain “East Garage” parking facility, as depicted in the Site and Floor Plans and providing 114 public parking spaces.

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

“Events of Default”: Defined in Subsection 12.A of this Agreement with respect to Developer, and in Subsection 12.B of this Agreement with respect to the Village.

“Final Development Plan”: That certain set of plans and documents that will be submitted by Developer and approved by the Village pursuant to the Final PD Ordinance.

“Final PD Ordinance”: The ordinance adopted by the Corporate Authorities approving the Final Development Plan and granting final planned development approval for the Development.

“Floor and Site Plan”: That certain plan entitled “Floor and Site Plan” that is a component of the Preliminary Development Plan and approved in the Preliminary PD Ordinance, prepared by Lucien Lagrange Studio and consisting of 14 sheets, with a latest revision date of October 12, 2016, a copy of which is attached to this Agreement as ***Exhibit F***.

“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 shall 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.

“Hadley Institute Plan”: That certain plan entitled “Hadley Institute Plan,” that is a component of the Preliminary Plan and approved in the Preliminary PD Ordinance, consisting of five sheets (including the related product date), prepared by Developer, with latest revision date of October 10, 2016, a copy of which is attached to this Agreement as ***Exhibit O***.

“Improvements”: The on-site and off-site, public and private, improvements to be made in connection with the redevelopment of the Property (other than the buildings), as provided in Section 5 of this Agreement.

“Landscape Plan”: That certain plan entitled “Landscape Plan” that is a component of the Preliminary Development Plan and approved in the Preliminary PD Ordinance, prepared by Daniel Weinbach & Partners, LTD, consisting of 10 sheets, with latest revision date of October 10, 2016, a copy of which is attached to this Agreement as ***Exhibit G***.

“Lincoln ROW”: That approximately 39-foot wide, 7,796 square foot portion of the Lincoln Avenue right-of-way to be vacated by the Village and conveyed to the Developer pursuant to this Agreement.

“Loading and Refuse Plan”: That certain plan entitled “Loading and Refuse Plan” that is a component of the Preliminary Development Plan and approved in the Preliminary PD Ordinance, prepared by Lucien Lagrange Studio and consisting of four sheets, with latest revision date of October 10, 2016, a copy of which is attached to this Agreement as **Exhibit H**.

“On-Street Parking Facility”: The 54 on-street public parking spaces in and along Lincoln Avenue right-of-way between Oak Street and Elm Street.

“Parking Facilities”: The West Parking Facility, the Resident Parking Facility, the East Parking Facility, and the On-Street Parking Facility, all as shown on the Floor and Site Plans.

“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.

“Preliminary Development Plan”: The set of plans and documents comprising the preliminary development plan for the Property, as approved, defined, and required in Section 3 of the Preliminary PD Ordinance, consisting of the Floor and Site Plan, Loading and Refuse Plan, Construction Schedule and Staging Plan, Building Height Plan, Design Elements Plan, Renderings and Aerial Views Plan, Landscape Plan, and the Hadley Institute Plan.

“Preliminary PD Ordinance”: Ordinance No. M-____-17, adopted by the Corporate Authorities on _____, 2017, approving the Preliminary Development Plan and granting preliminary approval of the planned development.

“Property”: That certain tract of land, consisting of approximately 1.38 acres, commonly known as 511-515 Lincoln Avenue and 714-740 Elm Street and the Lincoln ROW.

“Public Improvements”: Those Improvements that will be dedicated to, and accepted by, the Village.

“Renderings and Aerial Views Plan”: That certain plan entitled, “Renderings and Aerial Views Plan” that is a component of the Preliminary Development Plan and approved in the Preliminary PD Ordinance, prepared by Lucien Lagrange Studio and consisting of 11 sheets, with latest revision date of October 10, 2016, a copy of which is attached to this Agreement as **Exhibit I**.

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

“Resident Parking Facility”: The underground parking facility providing 106 private parking spaces on the Property dedicated to residents of the residential units of the Development.

“Residential Unit”: The residential units provided by the Developer as part of the Development pursuant to Subsection 5.B of this Agreement.

"Site Restoration": Site restoration and modification activities to establish a park-like setting suitable for passive outdoor recreational activities.

"Structure": A building or structure as defined in the Zoning Ordinance.

"Village Code": "Winnetka Village Code", as amended.

"Village Streetscape Plan": That certain plan entitled "Village Street Scape Plan," _____, a copy of which is attached to this Agreement as ***Exhibit J***.

"West Parking Facility": The parking facility located under the Lincoln Avenue right-of-way, which is located on Village property and will be dedicated to the Village, and is depicted in the Floor and Site Plan, and providing 56 underground public parking spaces.

"Zoning Ordinance": "The Winnetka Zoning Ordinance", as amended.

B. Rules of Construction.

1. **Grammatical Usage and Construction.** In construing this Agreement, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall 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" shall mean 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. ACQUISITION OF PROPERTY BY DEVELOPER.

Developer has represented, and does hereby warrant and represent, to the Village that, prior to approval of the Final PD Ordinance by the Village, Developer will have lawfully acquired all of the legal and beneficial interest in and to the Property. The parties acknowledge and agree that the ownership of the Property by Developer throughout the construction phases of the development project governed by this Agreement is a necessary and material part of this Agreement. In the event that Developer is declared and determined, by a court of law with appropriate jurisdiction, to not have a valid ownership interest in and to the Property, the Village shall have the right, without objection of Developer, to terminate this Agreement, revoke the Preliminary and Final PD Ordinances, and take the necessary steps to cause the Property to be governed solely by the C-2 General Retail Commercial and C-2 Overlay Districts under the Zoning Ordinance.

SECTION 4. DECLARATIONS OF COVENANTS AND EASEMENTS.

Developer shall, not later than the time it presents the Final Development Plan to the Village for approval, execute and deliver to the Village Clerk one or more documents providing for applicable declarations of covenants (individually and collectively, "**Declaration**"), together with a sufficient sum, in current funds, to reimburse the Village for the actual cost of recording the Declaration against the Property. The Declaration shall contain, at a minimum, the restrictions for the Property set forth in Paragraphs 1 through 2 of this Section, and shall not contain any term or provision that is inconsistent with the terms of this Agreement.

1. Homeowners Associations. The Developer shall be required to create and establish one or more associations for the owners of the Residential Units on the Property ("**Associations**") in the same or similar manner as is required under the Requirements of Law. The documents creating and governing the Associations, including without limitation the Declaration, shall, at a minimum, contain the following provisions:

- a. Membership in Associations. Membership in the Associations governing their Residential Unit shall be mandatory for each and every owner and successive owner of a Residential Unit having a right to the use or benefit of any Common Area.
- b. Insurance. Each Association shall be responsible for casualty and liability insurance and real estate taxes, if any, for those portions of the Common Areas governed by such Association.
- c. Operation and Maintenance. The Associations shall own, and shall be responsible for the continuity, care, conservation, maintenance, and operation of, in a first rate condition, in perpetuity, and in accordance with predetermined standards, all Common Areas and other privately owned improvements. The Associations shall regularly and systematically perform the maintenance, repair, and replacement of any and all parts or portions of the Common Areas necessary to permit such Common Areas to function as originally designed.
- d. Association Fees. The owners of each Residential Unit shall pay their pro rata share of all costs and expenses incurred by the Association governing such Residential Unit by means of assessments to be levied by such Association that meet the requirements for becoming a lien, foreclosable in the same manner as statutory mortgage liens, on each such member's fee interest in the Property, in accordance with the statutes of the State of Illinois. An Association shall have the right to adjust such assessment to meet changing needs. The membership vote required to authorize such an adjustment shall not be fixed at more than fifty-one percent (51%) of the members voting on the issue.
- e. Waiver of Objection to Special Assessment. All members of the Associations shall waive any and all right to object to a special assessment on the Property or any portion of the Property by the Village for future improvements within the Subject Property.

- f. Final Approval by Village. The Village, through its Village Manager, shall have the right of final approval of the Declaration, which approval will be based solely on whether the Declaration complies with the provisions of this Section.
- g. Approval of Modifications by Village. No modifications or revisions to the provisions in the Declaration required by this Section, or to any provision that is inconsistent with the requirements of this Agreement shall be effective without the prior review and written approval of the Village Manager, which approval will be based solely on whether any such modifications or revisions comply with the provisions of this Section.
- h. By-Laws. The by-laws of the Associations shall at no time be inconsistent with the Declaration or the terms of this Agreement.

2. General Provisions.

- a. Enforcement. The Village, as well as the owners of each Residential Unit, shall have the right to enforce the Declaration.
- b. Village Right to Repair. The Village shall have the right, but not the obligation, after 30 days' written notice to the Association or Developer, as the case may be, (i) to perform any maintenance, repair or replacement work that, in the reasonable opinion of the Village, the Association or Developer, as the case may be, has neglected to perform on all or any portion of the Common Areas; (ii) to assess the membership of the Association the actual cost for such work or to charge Developer the actual cost for such work, as the case may be, together with interest and the cost of collection, including legal fees and administrative expenses, if any; (iii) to file a lien against the fee interest of the Association or of any member failing to pay the assessment or to file a lien against all portions of the Property in which Developer or other owner retains any legal, equitable or contractual interest for failure to pay any amount so charged, as the case may be, which lien shall be subordinate to the lien of any pre-existing mortgage recorded against such interest; and (iv) to foreclose such lien in the same manner as provided for statutory mortgage liens.
- c. Release; Hold Harmless. The Associations and their members shall release, indemnify and save harmless the Village and its elected and appointed officers, officials, agents, representatives, attorneys and employees from, and waive all of their rights against the Village and its elected and appointed officers, officials, agents, representatives, attorneys and employees for, all claims, litigation and liability, including administrative costs and attorney's fees incidental thereto, on account of violations of any restrictive covenants applicable to the Property including without limitation the restrictive covenants contained in the Declaration, or on account of any other claim, injury or loss, no matter how

sustained, allegedly caused by, connected with, or in any way attributable to, the Village's review and approval of any plans for the Property or the Improvements, or as a result of the issuance of any approvals, permits, certificates or acceptances for the development or use of any portion of the Property or the Improvements.

- d. Nature and Survival of Obligation. The Declaration shall run with and bind the Property and each Residential Unit, and all portions thereof, except for any interest held on the Property by the Village or any other governmental body, and shall be binding on the Developer, and its successors in interest, to all portions of the Property and Residential Units, except for the Village and any other governmental body.
- e. Term, Termination, and Amendment. The term of the Declaration shall be for 20 years and shall thereafter be automatically renewed for continuous terms of 5 years; provided, however, that the Declaration may provide for its amendment, modification or termination at any time upon obtaining the prior written consent of the Village to said amendment, modification, or termination.

SECTION 5. DEVELOPMENT, USE, OPERATION AND MAINTENANCE OF THE PROPERTY.

Notwithstanding any use or development right that may be applicable or available to the Property pursuant to the Zoning Ordinance, the Property shall be redeveloped, 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. Final Planned Development Approval. The Developer shall work diligently and do all work necessary to produce a Final Development Plan and shall submit its application for final approval of the Development within 180 days after the effective date of the Preliminary PD Ordinance and which shall be (i) in substantial conformity with the approved Preliminary Development Plan; and (ii) satisfactory to the Village Engineer, in the Village Engineer's sole and absolute discretion that the Final Development Plan is in accordance with the Requirements of Law. The Village will cooperate with the Developer and promptly perform any reviews or related actions required with regard to any consents, permissions, or approvals requested by Developer.

B. Residential Units. Not less than 55 and not more than 62 Residential Units shall be constructed or occupied on the Property.

C. Commencement and Completion of Construction.

1. Building Permit. The Developer shall commence construction, beyond mere fencing and preparation of the worksite, of the Improvements and development of the Property within 60 days after the issuance by the Village of a building permit for the Development. Upon adoption of the Final PD Ordinance, the Developer shall file all necessary permit applications and other required materials in a timely manner that provides the Village the opportunity to review and approve the required permits or other authorizations in a timely

manner. Construction of the Improvements and the Proposed Development shall be undertaken in accordance with the building permit and the specific construction schedule to be incorporated therein, and substantially complete no later than 720 days after the date of approval of the building permit for the Development. The Village will cooperate with the Developer and promptly perform any reviews or related actions required with regard to any consents, permissions, or approvals requested by Developer in order to facilitate Developer's compliance with the Construction Schedule and Staging Plan.

2. Footings and Foundation Permit. Notwithstanding any other provision in the Winnetka Village Code, the Village hereby agrees to issue a permit (the "**Footings and Foundation Permit**") to Developer to allow Developer to construct the footings and the foundation for the buildings in the Development, prior to the issuance of a building permit for the buildings, if, and only if, Developer shall have first delivered to the Village (i) construction plans, in compliance with all applicable codes and this Agreement, that, in the Village's Director of Community Development's sole discretion (consistent with commonly accepted construction practices and standards), sufficiently detail elevations, structural loading, life safety, emergency ingress and egress, and engineering aspects of the development of the Property and (ii) an indemnification agreement, acceptable to the Village Attorney, indemnifying the Village and acknowledging that all work performed by Developer pursuant to such Footings and Foundation Permit is at the sole risk of Developer. Within 30 days after the completion of the construction of the footings and foundation for the buildings, Developer shall deliver to the Village a professionally prepared spot survey of the Property and the completed footings and foundation. The spot survey shall accurately and clearly depict and demonstrate compliance with applicable yard, setback, and coverage requirements and other applicable provisions of this Agreement. If the Village determines, based on the spot survey or other reliable information, that the footings and/or foundation do not comply with applicable regulations and this Agreement, Developer shall take immediate steps to alleviate the noncompliance.

D. Common Areas. The Developer shall provide for and maintain the Common Areas; provided, however, that upon recordation of the Declaration, the Associations or other entity created by the applicable Declaration shall be responsible, and the Developer will be released from all liability, for such maintenance.

E. General Use and Development Restrictions. The development and use of, and the construction on, the Property, shall, except for minor alterations due to final engineering and site work approved by the Village Engineer, comply, and be in accordance, with the following:

1. this Agreement;
2. the Preliminary PD Ordinance and the Final PD Ordinance (including Exhibits);
3. the Final Plat;
4. the Development Plan, and all individual plans and documents of which it is comprised;
5. the Village Code;
6. the Zoning Ordinance;

7. the Subdivision Ordinance;
8. Building Code;
9. 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 9 of this Subsection, the plan or document that provides the greatest control and protection for the Village shall control. All of the plans and documents listed as items 1 through 9 of this Subsection shall 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.

F. Refuse and Recycling Collection. Developer shall provide a sufficient quantity of separate containers for the collection and disposal of refuse and of recyclable materials on the Property, as determined by the Director of Public Works in his or her discretion. Developer will manage the collection and disposal of refuse and of recyclable materials on the Property to alleviate, to the greatest extent possible, noise and inconvenience to the residents of the Development and neighboring properties, as more specifically provided in the Loading and Refuse Plan, which plan shall, at a minimum, prohibit collection prior to 7:00 a.m. on any day. The Developer will not be responsible for the refuse and recycling collection by the Village or the Village's contractor.

G. Vehicular Ingress and Egress. Developer shall ensure that all ingress and egress from the Property and the Parking Facilities have adequate turning radiuses for vehicular use, including delivery trucks and refuse collection trucks, and provide for adequate sightlines and access, as depicted in the Loading and Refuse Plan, and which shall be fully depicted and described in Final Engineering Plans submitted as part of the Final PD Ordinance.

H. Installation of Signage. The installation, construction, location, and maintenance of all signage on the Property shall be governed by Chapter 15.60 of the Village Code.

I. Dedicated Bench and Tree Preservation. Developer shall identify and relocate, or if necessary replace and relocate, any dedicated trees, benches, or other markers that will be damaged or removed as part of the construction and development of the Property in accordance with Subsection 6H of the Preliminary PD Ordinance.

J. Ventilation. All exhaust emanating from commercial kitchens and similar facilities within the non-residential portions of the Development shall be vented through the roof of the Development at elevations in excess of existing buildings adjacent to the Property.

K. Continued Cooperation. Developer will meet separately on a regular basis with the Hadley Institute and representatives from the 711 Oak Street property in order to eliminate, or reduce to the greatest extent possible, the impact on those properties and operations of the construction and use of the Development. Unless the Developer and the respective representatives of the Hadley Institute and 711 Oak Street agree otherwise, these meetings will occur once a month during the first 12 months after commencement of construction and once every two months thereafter until the final certificate of occupancy for the

Proposed Development is issued. The Developer will provide the Village with reasonably documented written reports outlining the issues discussed at the meetings undertaken pursuant to this Subsection.

L. Use and Maintenance of the Subject Property. To assure that the public health, safety and general welfare are protected during construction of the Development on the Property and specifically pending and during the demolition and redevelopment of the existing structures on the Property, the following minimum standards, including the minimum standards set forth in Village Code Sections 15.32.150 and 15.48, for the use and maintenance of the Property shall apply:

1. Prior to demolition, Developer shall not allow the Property or any of the buildings on the Property to fall into disrepair and shall promptly make all necessary repairs. Developer shall also maintain the buildings and the Property in a safe and proper condition and in good repair.

2. As used in this subsection, "proper" shall mean:

- a. that Developer shall use commercially reasonable efforts, as determined by the Director of Community Development, under the supervision of the Village Manager, to ensure: (i) that exterior enclosures (exterior walls, windows, doors, etc.) are adequately maintained, watertight and in good operating condition; (ii) that roofing systems are adequately maintained and watertight; (iii) that all heating, ventilating, air conditioning, electric, plumbing and fire- and life-safety systems serving the existing buildings and commercial tenant spaces are maintained in good repair and remain functional at all times; (iv) that parking areas are kept clean and well lit; and (v) that structural systems are maintained in good repair, with any indication of structural deterioration promptly repaired;
- b. that Developer shall use its best efforts, as determined by the Director of Community Development, under the supervision of the Village Manager, to ensure: (i) that any damage from vandals, including graffiti, are promptly removed; (ii) that any debris and accumulations of dirt are promptly removed; (iii) that salt or similar de-icers are applied to pedestrian walkways, vehicular driveways and parking areas to protect against the accumulation of snow and ice; and (iv) that accumulations of snow and ice on such areas be promptly removed; and
- c. that Developer shall promptly replace any cracked or broken windows within seven days, unless otherwise approved by the Director of Community Development.

3. All materials used in maintaining and repairing the Property and the existing buildings shall be of equal or better quality than the existing materials.

M. Taxes and Utilities. Developer shall pay all taxes and utility fees as and when due and shall provide proof that the Property is free of utility, tax or other liens as a condition for final planned development approval and as a condition for the issuance of any permits.

N. Term of Building Permit. The building permit issued for the construction of the Proposed Development shall be in effect for a term of 24 months from the date of issuance, and shall be conditioned on compliance with the specific construction schedule to be incorporated therein.

SECTION 6. PLAN COMPLIANCE INSPECTOR.

The parties acknowledge and agree that, in light of the scope of the Development and the time and resources required to review and monitor its construction, it may be necessary for the Village to retain the assistance of a qualified individual to ensure compliance with the Final PD Ordinance, Development Plan, and this Agreement ("***Plan Compliance Inspector***"). Prior to the issuance of a building permit for construction on the Property, the Village and Developer shall mutually select a professional engineer or architect or other qualified individual to be the Plan Compliance Inspector. The Plan Compliance Inspector's responsibilities shall be to regularly inspect the construction activity and materials to ensure that the same are in compliance with the Final PD Ordinance, Development Plan and this Agreement. The Plan Compliance Inspector shall report any and all discrepancies to both Developer and the Village. The Plan Compliance Inspector shall have no authority to require or impose different or additional standards or regulations than those set forth in this Agreement and the Final PD Ordinance; shall have no authority to issue stop work orders or impose penalties on Developer; and shall have no authority to charge fees in excess of the fees provided for by Village Code Section 15.32.020 and Resolution R-59-2016, "A Resolution Amending the General Building and Miscellaneous Service Fees." The Plan Compliance Inspector shall invoice the Village for services rendered and Developer shall reimburse the Village for the same promptly upon receipt of an invoice therefor; provided that the maximum reimbursement required by Developer under this Section shall be \$30,000.00.

SECTION 7. IMPROVEMENTS.

A. Description of Improvements. Developer shall, at its sole cost and expense, construct and install all of the public and private Improvements depicted on the Final Engineering Plan and the Final Plat, including without limitation the improvements listed in Paragraphs 1 - 12 of this Subsection:

1. **Stormwater.** Stormwater detention facilities, including, without limitation, storm sewer mains, stormwater detention areas, pump stations and related appurtenances in the manner provided by the Village Engineer and, upon such approval, incorporated into, and depicted on, the Final Engineering Plan as part of the Final PD Ordinance.

2. **Sanitary Sewer.** Sanitary sewer mains, sanitary sewer lines, pumps, emergency backup power, and related appurtenances for each buildings and Residential Unit, in the manner approved by the Village Engineer and, upon such approval, incorporated into, and depicted on, the Final Engineering Plan as part of the Final PD Ordinance.

3. **Potable Water.** Water mains and distribution facilities and appurtenances necessary to service the Property in the manner approved by the Director of Water and Electric

and, upon such approval, incorporated into, and depicted on, the Final Engineering Plan as part of the Final PD Ordinance.

4. Roads and Sidewalks. Public and private roadways and internal circulation drives, emergency gates, and public and private sidewalks on the Property, as depicted on the Final Engineering Plan as part of the Final PD Ordinance.

5. Parking Facilities. Construction and installation of the Parking Facilities.

6. Video Surveillance for West and East Parking Facilities. Installation of a video surveillance system for the West Parking Facility and the East Parking Facility that is compatible and integrated with the Village's existing video surveillance system, and that will be incorporated into the Final PD Ordinance.

7. Pedestrian Safety Measures for East Parking Lot. Installation of safety measures to adequately alert pedestrians to vehicular traffic entering and exiting the East Parking Facility, after conferring with Village staff and the Hadley School for the Blind to determine best practices for such safety measures. The final package of safety and related measures will be incorporated into the Final PD Ordinance.

8. Landscaping and Streetscape. Installation of all landscaping as depicted on the Landscape Plan, including specifically, without limitation, the following:

- a. Landscape and streetscape improvements, including specifically, without limitation, street lights, clay pavers, tree grates, irrigation, bike racks, trees, and other streetscape improvements, along (a) the north side of Elm Street, from Arbor Vitae to Lincoln Avenue; (b) the west side of Lincoln Avenue, from Oak Street to Elm Street; and (c) the east side of Lincoln Avenue, from Elm Street to the southern property line of the Property, all in accordance with the Village Streetscape Plan.
- b. Landscape and streetscape improvements on the south side of Elm Street, from Arbor Vitae to Lincoln Avenue; the east side of Lincoln Avenue, from Oak Street to Elm Street; and surrounding the West Parking Facility and the east bluff of the railroad right-of-way adjacent to the West Parking Facility.
- c. All trees, shrubs, plantings, and ornamentals shall be healthy, and of the size, height, and species described in the Landscape Plan.
- d. The Village Forester shall have the right to reasonably reject or require replacement of any landscaping that is not in accordance with this Agreement.
- e. Developer shall, 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.
- f. Upon installation, the trees required to be installed and planted pursuant to this Agreement shall have the minimum height and

diameter as represented on the Landscape Plans, and shall comply with the tree replacement requirements set forth in Village Code Section 15.28.020.

- g. Developer shall replace any plantings that are not healthy and growing after one year from the date of installation.

9. Elm Street Water Main. Installation of a new, public water main with a diameter of no greater than 20 inches, the final diameter of which will be determined by the Village, on Elm Street, from the existing Maple Street water main to Lincoln Avenue. The new water main will be installed within the Elm Street right-of-way, at a location approved by the Village as part of the Final Engineering Plans incorporated into the Final Development Plan. As part of this work, the Developer shall: (1) terminate the existing Lincoln Avenue water main at Oak Street, abandoning in place or removing the section of the Lincoln Avenue water main between Oak Street and Elm Street; (2) transfer all existing water services and water main connectors to the new Elm Street water main; and (3) make any and all necessary modifications to the Lincoln Avenue water main at its Oak Street termination point to ensure the quality of the water available to the 711 Oak Street property is unaffected. Upon completion of the new Elm Street water main, the existing six-inch Elm Street water main will be taken out of service.

10. Other Utilities. The extension, installation, connection, and relocation of any and all other utility facilities necessary to serve the Proposed Development and as depicted on the Final Engineering Plan and Final Plat, including without limitation: (a) water service connections and meters, fire hydrants and standpipes, electric service connections and individual service lines, electric meters and transformers, sanitary sewer lines and storm sewer lines; (b) all applicable service and connection fees; and (c) any upgrades to Village utility systems that the Village determines is directly attributable and reasonably necessary to provide adequate utility service to the Proposed Development. Where utility service is provided by the Village, the Village shall retain all authority and discretion, pursuant to applicable State law and the Winnetka Village Code, to determine the nature and extent of the utility facilities necessary to serve the Proposed Development and to determine the methods of construction.

11. Electrical Power Cables. Pursuant to the Preliminary Development Plans, the Proposed Development will require the existing electrical power cables to be relocated. Developer, as part of the Final Development Plan, and as approved by the Director of Water and Electric, and at its sole cost and responsibility, will relocate the existing electrical power cables. If the Final Development Plan proposes that the electrical power cables will be routed under the Proposed Development, Developer will grant any necessary easement to the Village for operation and maintenance of those cables.

12. Bike Path Connection. Developer will cooperate with the Village and the Winnetka Park District in the design of incorporating the West Parking Facility into the pedestrian and bicycle ingress and egress from Lincoln Avenue to the Green Bay bike trail ("**Trail Access**"). The final design and cost allocation for the design and construction of the Trail Access shall be jointly determined in consultations between the Developer, the Village, and the Winnetka Park District and incorporated into the Final PD Ordinance or as an amendment to this Agreement prior to adoption of the Final PD Ordinance. Such costs for the Developer shall be reasonably allocated between the Developer, the Village, and/or the Winnetka Park District.

B. Design and Construction of the Improvements.

1. General Standards. The design, construction, installation, dedication, maintenance, and all other requirements set forth in this Agreement with respect to the Improvements ("**Work**") shall be undertaken pursuant to and in accordance with the Development Plan and the Final PD Ordinance, and shall be subject to the reasonable written satisfaction of the Village Engineer in accordance with the Village Code. All Work performed on the Improvements shall 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 shall be new and of first rate quality.

2. Contract Terms; Prosecution of the Work. Developer shall include in every contract for work on the Improvements terms requiring the contractor to undertake the work diligently and continuously, in full compliance with, and as required by or pursuant to, this Agreement, the Final PD Ordinance, the 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 shall 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 shall 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 shall be subject to inspection and approval by Village representatives.

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 shall 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. The Village will cooperate with the Developer and provide such signatures and related actions required with regard to any such consents, permissions, or approvals in order to facilitate Developer's compliance with the Construction Schedule and Staging Plan.

C. Completion of the Improvements. All Improvements shall be completed and made ready for inspection, approval, and, where appropriate, acceptance by the Village Corporate Authorities pursuant to the Construction Schedule and Staging Plan and otherwise approved by the Village Engineer as part of the Final Engineering Plan. The Developer shall be allowed extensions of time beyond the completion dates set forth in the Construction Schedule and Staging Plan only for unavoidable delay caused by Force Majeure. The Village shall have the right, but not the obligation, to refuse to issue a final certificate of occupancy for any building or structure located on the Property until the Improvements are completed by Developer and approved by the Village in accordance with this Agreement. The foregoing shall not preclude the Village's issuance of conditional certificates of occupancy pursuant to Paragraph 8.H.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 shall not confer on Developer any right or entitlement to any other building permit or certificate of occupancy.

D. Dedication and Maintenance of the Improvements.

1. Final Inspection and Approval of the Improvements. Developer shall allow partial inspections as construction on the Improvements progresses. Developer shall notify the Village when it believes that any or all of the Improvements have been fully and properly completed and shall request final inspection and approval of the Improvement or Improvements by the Village. The notice and request shall 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 shall promptly make all necessary repairs and corrections as specified on the punch list. The Village shall not be required to approve any portion of the Improvements until: (a) all of the Improvements as may be required pursuant to Section 5.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 Specified Improvements. The execution of this Agreement shall not constitute acceptance by the Village of any Improvements that are depicted as "dedicated" on the Development Plan, if any. The acceptance of ownership of, and responsibility for, a specific approved Improvement as a Public Improvement shall be made only by the Corporate Authorities, and only in compliance with the requirements of the Village Code.

3. Transfer of Ownership of the 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 Subsection, Developer shall execute, or cause to be executed, all documents as the Village shall request to transfer ownership of 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 shall, 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. Developer's Maintenance of Improvements. For a period of two years following acceptance by the Village of the Public Improvements, in accordance with Subsection 10.B of this Agreement, Developer shall, at its sole cost and expense, maintain the Public Improvements as constructed pursuant to this Agreement without any modification, except as specifically approved in writing by the Village Engineer, in a first rate condition at all times. Developer hereby guarantees 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 that Developer is not adequately maintaining, or has not adequately maintained, any Public Improvement, Developer shall, after 10 days' prior written notice from the Village, 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 shall 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 shall cause to be performed any work pursuant to this Paragraph, Developer shall, upon demand by the Village, pay the costs of the work to the Village. If Developer fails to pay the costs, the Village shall have the right to draw from the Guaranty Security required pursuant to Subsection 10.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 pursuant to this Paragraph, the Village's right to draw upon the Guaranty Security pursuant to Subsection 10.B of this Agreement shall be extended, as to the repair or replacement, for two full years from the date of the repair or replacement.

SECTION 8. DEMOLITION AND CONSTRUCTION

A. Demolition of the Existing Structures. Any demolition of existing buildings and structures on the Property shall be in compliance with the Village Code and Requirements of Law.

B. Diligent Pursuit of Construction. Developer shall pursue, or cause to be pursued, all required redevelopment, demolition, construction, and installation of structures, buildings, and Improvements on the Property in a diligent and expeditious manner, and in strict compliance with the Construction Schedule and Staging Plan, and the Village Code and the Requirements of Law. Construction of the Improvements and the Development, beyond mere fencing and preparation of the worksite, must commence within 60 days after the issuance by the Village of the building permit for the Improvements and the Development.

C. Construction Traffic.

1. **Construction Schedule and Staging Plan.** The Construction Schedule and Staging Plan, attached as ***Exhibit D***, shall 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. Developer shall prepare and submit, for review and approval by the Village Director of Public Works and the Village Manager, an updated Construction Staging Plan to be incorporated as part of the Final PD Ordinance. The Village shall have no obligation to issue a building permit for any structure or Improvement, and no construction shall be commenced with respect to the structure or Improvement, unless and until the Final PD Ordinance is in effect. The updated Construction Staging Plan shall 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, which shall provide no less restrictive than a prohibition for any construction activity, or operation of power equipment such as any pile driver, power shovel, pneumatic hammer or derrick, or operation of any motor vehicles in relation to any such activities (1) on Sundays and holidays; (2) before 9:00 a.m. and after 6:00 p.m. on any Saturday; or (3) before 7:00 a.m. and after 7:00 p.m. on all other days;

- e. The location as approved by the Village of areas on the Property for the parking of construction vehicles and vehicles operated by construction employees;
- f. The location as approved by the Village of alternative off-street parking to replace any parking temporarily lost due to construction;
- g. The location as approved by the Village of temporary and durable off-street parking on the Property for construction employees; and
- h. The location as approved by the Village of heavy-duty construction canopies to allow for the safe passage of pedestrians.

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 shall not: (a) be unreasonably or unduly circuitous; nor (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 shall: (a) keep all routes used for construction traffic free and clear of mud, dirt, debris, obstructions, and hazards from the Development; and (b) repair any damage caused by the Development's construction traffic.

D. Parking and Storm Water Management During Construction. During construction of any of the structures or Improvements on the Property, Developer shall obtain and maintain all necessary MWRD and other permits and pursuant to and in accordance therewith shall:

- 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 shall include early installation of storm drains to collect water and convey it to a safe discharge point.
- 3. Ensure that soil erosion protection is in accordance with the IEPA standards and specifications for soil erosion and sediment control.

E. Demolition and Construction Debris Recycling. The Village shall not issue a permit for the demolition of the existing structures or for the construction of the Development prior to the submission by Developer, and the approval by the Village Director of Community Development in his or her sole discretion, of a plan for the recycling of demolition and construction debris produced by the proposed development of the Property ("**Demolition and Construction Recycling Plan**"). Developer shall use its best, commercially practicable efforts to recycle all demolition and construction debris in accordance with the approved Demolition and Construction Recycling Plan.

F. Protection of Buildings on Adjoining Properties During Demolition, Construction and Seismic Monitoring. Developer shall be solely responsible for protecting the buildings on adjoining properties from damage during Developer's demolition of the existing structures and construction of the Development and shall be solely responsible for any damage or injury to such buildings or properties caused by such demolition or construction. The means and methods for providing such protection shall be determined by the Developer, subject to review and approval by the Village Engineer and Director of Community Development or their designees, and shall be incorporated into the Development Agreement by amendment prior to adoption of the Final FD Ordinance. Developer shall utilize seismic monitoring equipment installed in adjacent buildings during the demolition of the existing structures in order to reduce the possibility of damage to structures on neighboring properties.

G. Non-interference with Businesses. Developer's construction activities for the Development shall be performed to minimize, to the extent reasonably possible, interference with the business on adjacent properties and interference with pedestrian and vehicular traffic, including parking, in the vicinity of the Subject Property.

H. 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 shall have 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. **Utilities and Public Infrastructure.** The Village shall not issue a conditional certificate of occupancy associated with the Property until the storm sewer and sanitary sewer mains, stormwater detention facilities, water systems, all required erosion control appurtenances, street pavement systems, including curbs and gutters, porous base, street inlets, and related appurtenances as described on the Final Plat and on the Final Engineering Plan are constructed and approved for use by the Village Engineer.

3. **Completion of Improvements.** The Village shall issue no certificates of occupancy for any building or structure located on the Property until the Improvements are completed by the Developer in accordance with the Construction Schedule and Staging Plan.

I. Completion of Construction/Site Restoration.

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, 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 (which permits shall incorporate a specific construction schedule), or if a perfected application to renew the building permit or permits is not filed within 30 days after the expiration of the permit or permits, Developer shall, 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, 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 Paragraph 8.1.1 of this Agreement, the

Village shall 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 shall 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 shall have the right to draw from the Performance Security and the Guaranty Security, as described in and provided pursuant to Section 10 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 Guaranty Security have no funds remaining in them or is otherwise unavailable to finance such work, then the Village shall have the right to place a lien on the Property for all such costs and expenses in the manner provided by law. The Village shall have the right to collect any and all such charges, with interest and costs, and to enforce such lien in the same manner as mortgage foreclosure proceedings. The rights and remedies provided in this Paragraph 8.1.2 shall be 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.

J. As-Built Plans. Developer shall, not later than the time that it gives notice of completion and request for approval and, where appropriate, acceptance required pursuant to this Agreement, provide to the Village Director of Community Development two sets of "as-built" or "record" drawings and specifications for all of the Improvements, including one set on a reproducible mylar and one set in such other digital format as specified by the Village. Such "as-built" or "record" drawings and specifications shall depict every Improvement as built and shall include all final dimensions, elevations, and calculations necessary to fully describe the Improvements and to establish their compliance with all applicable standards and requirements, as well as (1) 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. The as-built plans shall indicate, without limitation, the amount, in square feet, of impervious surface area on the Property.

K. Damage to Public Property. Developer shall 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 redevelopment of the Property and construction of the Improvements. Further, Developer shall: (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.

L. Vacation of the Lincoln ROW. The Village agrees to vacate and convey the Lincoln ROW to the Developer upon the issuance of certificates of occupancy for all of the Residential Units. Prior to the vacation of the Lincoln ROW, and to the extent Developer needs to use the Lincoln ROW, the Village agrees to grant Developer such property rights as are necessary to construct the Development. In conveying the Lincoln ROW or otherwise granting Developer other property rights as are necessary to construct the Development, the Village makes no warranty or representation regarding any aspect of the Lincoln ROW or its suitability for Developer's intended use, and any and all rights or title to the Lincoln ROW shall be conveyed on an "as-is, where is" basis.

SECTION 9. PAYMENT OF VILLAGE FEES AND COSTS.

A. Negotiation and Review Fees. Other than any costs, payments, fees, charges, contributions, or dedications otherwise required by this Agreement or by the Requirements of Law, including the fees provided for by Village Code Section 15.32.020 and Resolution R-59-2016, "A Resolution Amending the General Building and Miscellaneous Service Fees," Developer shall 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 at that time in connection with: (1) the redevelopment of the Property, including, without limitation, the review and processing of plans therefor; and (2) the negotiation, preparation, consideration, and review of this Agreement, the Preliminary PD Ordinance, and the Final PD Ordinance. Payment of all fees, costs, and expenses shall 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 redevelopment of the Property. Developer acknowledges and agrees that it shall 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 shall 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.

C. Building Permit Fees. Notwithstanding the otherwise applicable provisions of this Section, the maximum amount that the Developer will be required to pay for the issuance of the initial building permit for the Development shall be \$375,000 ("**Maximum Building Permit Fee**"); provided, however, any fees and costs charged by the Village (i) related to providing electrical service to the Development, (ii) related to the fire alarm and fire suppression systems for the Development, and (iii) after the initial issuance of a building permit, including, without limitation, fees and charges applicable to any amendments or field changes to the building permit or related plans, shall not be covered under the Maximum Building Permit Fee.

SECTION 10. PERFORMANCE SECURITY.

A. General Requirements. As security to the Village for the performance by Developer of Developer's obligations (1) to construct and complete the Work and the Improvements pursuant to and in accordance with this Agreement, (2) to pay all Village fees, costs, and expenses due from Developer pursuant to this Agreement, (3) to maintain and repair streets, sidewalks and other public property pursuant to this Agreement, and (4) to otherwise faithfully perform its undertakings pursuant to this Agreement, Developer shall provide to the Village a letter of credit or such other security approved by the Village prior to adoption of the Final PD Ordinance, in an amount equal to 125% of the estimated cost of completing the Improvements and site restoration required pursuant to this Agreement, as determined by the Village Engineer and the Village Director of Community Development (for matters within their respective permitting authorities) ("**Performance Security**"). If the Performance Security is a letter of credit it shall be in a form provided by, and acceptable to, the Village, and substantially the same as attached to this Agreement as **Exhibit K**. The Village shall 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 shall 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, and provided further that any such release shall be subject to posting of all Maintenance Guarantees required by Subsection B of this Section.

B. Maintenance Guarantee. Following the Village's release of any percentage of the Performance Security for any Public Improvement, Developer shall substitute for the released percentage of the Performance Security a maintenance guarantee in the form of a letter of credit or other form of security approved by the Village prior to adoption of the Final PD Ordinance ("**Guaranty Security**"), which is equal to 15 percent of the actual costs of the completed Public Improvements for which the Performance Security has been released, and which is acceptable to the Village Attorney and, if a letter of credit, shall be in a form substantially the same as attached to this Agreement as **Exhibit L**. Developer shall deposit or otherwise provide the Guaranty Security with the Village. The Guaranty Security shall 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 7.D.4 of this Agreement ("**Maintenance Guarantee Term**"). The Village shall return or otherwise release to Developer the Guaranty Security upon the end of the Maintenance Guarantee Term if no defects develop in the Public Improvements.

C. Interest and Costs. Developer shall bear the full cost of securing and maintaining the Performance Security and the Guaranty Security.

D. Form of Letters of Credit. The Performance Security and the Guaranty Security shall each be in a form satisfactory to the Village Attorney and, if letters of credit, shall be substantially the same as the forms set forth in Exhibits K and L of this Agreement, and shall each be from a bank acceptable to the Village and having capital resources of at least \$50,000,000, with an office in the Chicago Metropolitan Area and insured by the Federal Deposit Insurance Corporation. Any such letter of credit shall, at a minimum, provide that it shall expire no earlier than one year following the date of its issuance or 45 days after delivery to the Village of written notice, in the manner provided in this Agreement, that such letter of credit will expire and in no event, until 60 days after written notice of such expiration has been given by the issuing bank to the Village. The Performance and Guaranty Securities shall generally provide that (1) they may be drawn on based upon the Village Manager's certification that Developer has failed to fulfill any of the obligations for which the respective Security is security; (2) they shall not require the consent of Developer prior to any draw by the Village; (3) they shall not be cancelled without the prior written consent of the Village; and (4) if at any time they will expire within 45 or any lesser number of days, and if they have not been renewed, and if any obligation of Developer for which it is security remains uncompleted or unsatisfactory, then the Village may, without notice and without being required to take any further action of any nature whatsoever, call and draw down the applicable Security and thereafter either hold all proceeds (1) as security for the satisfactory completion of all such obligations, (2) to complete all such obligations, and (3) to reimburse the Village for any and all costs and expenses, including legal fees and administrative costs, incurred by the Village, as the Village shall determine.

E. Reductions. The Performance Security may provide that the aggregate amount of the Security may be reduced, but only upon joint written direction by Developer and the Village, to reflect a reduction in the total amount of the deposit required pursuant to Subsection

10.A of this Agreement as a result of (1) payments made by Developer in full or partial satisfaction of Developer's obligations pursuant to Section 10 of this Agreement, or (2) to reimburse Developer for payment of Improvement Work satisfactorily completed. No such reduction to reimburse Developer for payment of Improvement Work satisfactorily completed shall be allowed except upon presentation by Developer of proper contractors' sworn statements, partial or final waivers of lien, as may be appropriate, and all such additional documentation as the Village may reasonably request to demonstrate satisfactory completion of the Improvement in question and full payment of all contractors, subcontractors and material suppliers. No reduction other than the final reduction shall be allowed for an amount less than 25 percent of the original amount of the letter of credit.

F. Replenishment of Letters of Credit. If at any time the Village determines that the funds remaining in the Performance Security are not, or may not be, sufficient to pay in full the remaining unpaid cost of all Improvements and all unpaid or reasonably anticipated Village fees, costs, and expenses, or that the funds remaining in the Guaranty Security are not, or may not be, sufficient to pay all unpaid costs of correcting any and all defects and deficiencies in the Improvements and all unpaid or reasonably anticipated Village fees, costs, and expenses, then, within 10 days following a demand by the Village, Developer shall increase the amount of the appropriate Security to an amount determined by the Village to be sufficient to pay such unpaid fees, costs and expenses; provided, however, that Developer shall not be required to increase the amount of the Performance Security or Guaranty Security to an amount greater than the initial amount of such Security. Failure to so increase the amount of the security shall be grounds for the Village to draw down the entire remaining balance of the Performance and Guaranty Securities.

G. Replacement of Letters of Credit. If at any time the Village determines that the bank issuing either the Performance Security or the Guaranty Security is without capital resources of at least \$50,000,000, is unable to meet any federal or state requirement for reserves, is insolvent, is in danger of becoming any of the foregoing, or is otherwise in danger of being unable or unwilling to honor the security or letter of credit at any time during its term, or if the Village otherwise reasonably deems itself to be insecure, then the Village shall have the right to demand that Developer provide a replacement letter of credit from a bank satisfactory to the Village. Such replacement letter of credit shall be deposited with the Village not later than 20 days following such demand. Upon such deposit, the Village shall immediately surrender the original letter of credit to Developer. Failure to provide such a replacement letter of credit shall be grounds for the Village to draw down the entire remaining balance of the Performance Security and the Guaranty Security.

H. Use of Funds in the Event of Breach of Agreement. If Developer fails or refuses to complete the Improvements in accordance with this Agreement, or fails or refuses to correct any defect or deficiency in the Improvements as required by Section 7 of this Agreement, or fails or refuses to restore property in accordance with a demand made pursuant to Subsection 8.1 of this Agreement, or in any other manner fails or refuses to meet fully any of its obligations under this Agreement, then the Village may, in its discretion, draw on and retain all or any of the funds remaining in the Performance Security and the Guaranty Security. The Village thereafter shall have the right to exercise its rights under Subsections 10.H and 10.I of this Agreement, to take any other action it deems reasonable and appropriate to mitigate the effects of such failure or refusal, and to reimburse itself from the proceeds of the Performance Security and the Guaranty Security for all of its costs and expenses, including legal fees and administrative expenses, resulting from or incurred as a result of Developer's failure or refusal to fully meet its obligations under this Agreement. If the funds remaining in the Performance

Security and the Guaranty Security are insufficient to repay fully the Village for all such costs and expenses, and to maintain a cash reserve equal to the required Guaranty Security during the entire time such Guaranty Security should have been maintained by Developer, then Developer shall, upon demand of the Village therefor, deposit with the Village within 10 days such additional funds as the Village determines are necessary to fully repay such costs and expenses and to establish such cash reserve.

I. **Village Lien Rights.** If any money due from Developer to the Village pursuant to this Agreement is not either recovered from the performance security deposits required in this Section or paid to the Village by Developer within 30 days after a demand for such payment, then such money, together with interest and costs of collection, including legal fees and administrative expenses, shall become a lien upon all portions of the Property in which Owner or Developer retains any legal, equitable or contractual interest, and the Village shall have the right to collect such amount, with interest and costs, including legal fees and administrative expenses, and the right to enforce such lien in the same manner as in statutory mortgage foreclosure proceedings. Such lien shall be subordinate to any first mortgage now or hereafter placed upon the Property; provided, however, that such subordination shall apply only to charges that have become due and payable prior to a sale or transfer of the Property pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve the Property from liability for any charges thereafter becoming due, nor from the lien of any subsequent charge.

J. **Project Financing.** Prior to the issuance of any building or demolition permits for the Development, the Developer shall provide current proof that it has obtained and closed on all debt, equity and self-financed portions of financing, satisfying all conditions to secure funding or financing, in amounts sufficient to fully fund the construction and full completion of all requirements of the Development in full compliance with the Final Development Plan and this Agreement and is in full compliance with the performance security requirements of this Agreement and all other applicable laws, rules and regulations. Developer shall have the option to propose, in the alternative to third-party financing, that the Development be self-financed by the Developer, provided that the Village shall not be required to accept such proposal unless the Developer submits information and performance security requirements that the Village determines establishes that the Developer, including its members and shareholders, have liquid assets sufficient to fully fund the construction of all requirements of the Development in full compliance with the Final Development Plan and this Agreement, and that such assets shall be irrevocably pledged exclusively to the completion the Development project as approved. The amount of required financing shall be based on the total estimated project costs to construct and complete the work, shall be consistent with the costs used in setting permit fees under the Village's fee resolutions and shall include all soft costs required for the Development. Only unencumbered tangible assets, as reported on the audited financial statements of the Developer, including its members and shareholders, shall be considered in determining the sufficiency of self-financing under this Subsection. The information provided to establish the sufficiency of self-financing under this Subsection shall be considered proprietary and shall not be subject to public disclosure unless such disclosure is required by law.

K. **Guaranty of Completion.** On or before the date on which the Village approves the Final PD Ordinance, the Developer shall deliver to the Village the original, fully executed, Limited Guaranty of Completion as set forth in *Exhibit N* to this Agreement, or such other security approved by the Village, from a third-party guarantor acceptable to the Village based on specific financial standards to be set forth in an amendment to this Agreement at the time of Village Approval of the Final PD Ordinance. The Guaranty of Completion secures the

satisfaction of Developer's obligations under this Agreement. The sole guarantee and beneficiary of the Guaranty of Completion will be the Village. The Guaranty of Completion shall terminate upon Developer's satisfaction of the Developer's obligations pursuant to this Agreement.

SECTION 11. LIABILITY AND INDEMNITY.

A. Village Review. Developer acknowledges and agrees that the Village is not, and shall not be, in any way liable for any damages or injuries that may be sustained as the result of the Village's review and approval of any plans for the Property or 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 shall not, in any way, be deemed to insure Developer, or any of their 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 Preliminary PD Ordinance, and the Parties agree not to challenge such approvals on the grounds of any procedural infirmity or of any denial of any procedural right.

C. Indemnity. Developer 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; (iii) the development, construction, maintenance, or use of any portion of the Property or the Improvements; (iv) adoption of the Preliminary PD Ordinance; (v) adoption of the Final PD Ordinance ("***Indemnified Claims***"); provided, however, that this indemnity shall not apply to willful misconduct or gross negligence on the part of the Village.

D. Defense Expense. SB Winnetka and SB One jointly and severally shall, and do hereby agree to, pay all expenses, including legal fees and administrative expenses, incurred by the Village in defending itself with regard to any and all of the Indemnified Claims.

SECTION 12. 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 shall 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.

B. Transfer Restrictions.

1. Prior to completion of the Development in conformity with the Development Plan and issuance of all Certificates of Occupancy by the Village, Developer shall

not transfer a legal or beneficial interest in any portion of the Property to a third party without prior Village approval, which approval shall not be unreasonably withheld within 30 days after a written request for the approval. After completion of the Development in conformity with the Development Plan and the issuance of all Certificates of Occupancy by the Village, Developer shall 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, other than with regard to the sale of an individual Residential Unit;

2. Developer shall incorporate this Agreement into any and all real estate sales contracts for "transfers", as that term is defined in Subsection 10.B of this Agreement, entered into for the sale of all or any portion of the Property other than individual Residential Units; and

3. Developer shall require, prior to the transfer of all or any portion of the Property, or any legal or equitable interest therein, to any third party, pursuant to Paragraph 1 of this Subsection, the transferee of said portion or interest in the Property to execute an enforceable written agreement, in substantially the form of **Exhibit M** 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 obligations created in the manner provided in this Agreement and, in the case of a successor to Developer, providing the financial assurances required pursuant to this Agreement, the liability of Developer, as the case may be, shall be released to the extent of the transferee's assumption of the liability. The Village agrees that it will not unreasonably reject any financial assurances provided pursuant to this Paragraph. 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, shall result in Developer, SB Winnetka, and SB One, as the case may be, remaining fully liable for all of their obligations under this Agreement, but shall not relieve the transferee of its liability for all such obligations as a successor to Developer. This Paragraph does not apply to the conveyance of an individual Residential Unit.

C. Transfer Defined. For purposes of this Agreement, the term "transfer" shall be deemed to include 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; provided, however, that "transfer" shall not include the conveyance of a Residential Unit.

D. Mortgagees of Property. This Agreement shall be 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 shall have no personal liability hereunder.

SECTION 13. TERM.

The provisions of this Agreement shall run with and bind the Property and shall inure to the benefit of, be enforceable by, and obligate the Village and 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 until the date that is 15 years from the date this Agreement is recorded; provided, however, that the indemnity and defense obligations as set forth in Section 11 of this Agreement shall survive the termination of this Agreement.

SECTION 14. EVENTS OF DEFAULT.

A. Developer Events of Default. The following shall be Events of Default by Developer, and its successors and assigns other than subsequent owners of individual Residential Units:

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, shall prove to be untrue or incorrect in any material respect as of the date made.

2. Default by Developer for a period of 30 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 shall not constitute an Event of Default if such default cannot be cured within said 30 days and Developer, within said 30 days, initiates and diligently pursues appropriate measures to remedy the default and in any event cures such default within 45 days after such notice.

3. Default by Developer for a period of 30 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 shall not constitute an Event of Default if such default cannot be cured within said 30 days and Developer, within said 30 days, initiates and diligently pursues appropriate measures to remedy the default and in any event cures such default within 45 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, or any of its principals and owners and any guarantors to any construction loan related to the Proposed Development, 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 or any of its principals and owners and any guarantors to any construction loan related to the Proposed Development 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 not stayed and in effect for a period of 60 consecutive days.

5. The commencement by Developer or any of its principals and owners and any guarantors to any construction loan related to the Proposed Development 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 or any of its respective principals and owners and any guarantors to any construction loan related to the Proposed Development to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of Developer or any of its principals and owners and any guarantors to any construction loan related to the Proposed Development 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 or any of its principals and owners and any guarantors to any construction loan related to the Proposed Development generally to pay such entity's debts as such debts become due or the taking of action by Developer or any of its principals and owners and any guarantors to any construction loan related to the Proposed Development 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 Transfer Restriction provisions in Section 12 of this Agreement.
8. Change in Developer from a limited liability company to a corporation or other type of entity, except in accordance with the Transfer Restriction provisions in Section 12 of this Agreement.
9. Developer abandons the redevelopment of the Property. Abandonment shall be deemed to have occurred when work stops on construction for more than 45 days for any reason other than Force Majeure, unless otherwise permitted by this Agreement. The failure of Developer to secure any approvals required for the development or construction of the Property shall not be a valid defense to abandonment.
10. Developer fails to comply with the Requirements of Law in relation to the construction and maintenance of the buildings contemplated by this Agreement.
11. Any default under any loan for the construction and development of the Proposed Development.

B. Events of Default by the Village. The following shall be 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, shall prove to be untrue or incorrect in any material respect as of the date made.
2. 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 shall 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 45 days after such notice.

SECTION 15. 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 or Parties 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 Subsection 8.1 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 Subsection 8.1, the Corporate Authorities shall have the right, but not the obligation, to terminate the entitlements set forth in the Preliminary or Final PD Ordinances and this Agreement, without protest or objection by Developer.

3. In case the Village shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason, then, and in every such case, Developer and the Village shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of Developer and the Village shall 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 15:

1. Developer agrees that it will not seek, and do 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.

2. The Village agrees that no shareholder, member, trustee, partner, director, officer, employee, representative or agent of Developer shall be liable in their individual capacity for any covenant, condition or provision of this Agreement, or on account of the negotiation, execution or breach of any of the terms and conditions of this Agreement.

C. Repeal of the Preliminary and/or Final PD Ordinances. In addition to every other remedy permitted by law for the enforcement of the terms of this Agreement, the Village shall have the absolute right to repeal either or both Preliminary PD Ordinance and Final PD Ordinance if a Developer Event of Default occurs under this Agreement.

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

SECTION 16. 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) shall 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 SB One Winnetka. SB One Winnetka, and the person executing this Agreement on behalf of SB One Winnetka, represent, warrant, and covenant, as of the Effective Date of this Agreement, that:

1. SB One Winnetka is a Delaware limited liability company duly organized, validly existing, and qualified to do business in Illinois;

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

3. The execution, delivery and performance by SB One Winnetka 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 material Requirements of Law, or constitute a breach of or default under, or require any consent under, any material agreement, instrument, or document to which SB One Winnetka is now a party or by which SB One Winnetka is now or may become bound;

4. SB One Winnetka has no knowledge of any actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened, or affecting SB One Winnetka which would impair its ability to perform its material obligations under this Agreement; and

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

C. By SB Winnetka. SB Winnetka, and the person executing this Agreement on behalf of SB Winnetka, represent, warrant, and covenant, as of the Effective Date of this Agreement, that:

1. SB Winnetka is a Delaware limited liability company duly organized, validly existing, and qualified to do business in Illinois;

2. SB Winnetka has the right, power, and authority to enter into, execute, deliver and perform this Agreement, and SB Winnetka is in compliance with all material

Requirements of Law, the failure to comply with which could affect the ability of SB Winnetka to perform its material obligations under this Agreement;

3. The execution, delivery and performance by SB Winnetka 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 material Requirements of Law, or constitute a breach of or default under, or require any consent under, any material agreement, instrument, or document to which SB Winnetka is now a party or by which SB Winnetka is now or may become bound;

4. SB Winnetka has no knowledge of any actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened, or affecting SB Winnetka which would impair its ability to perform its material obligations under this Agreement; and

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

SECTION 17. GENERAL PROVISIONS.

A. Notices. All notices required or permitted to be given under this Agreement shall 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; or (iii) deposit with a nationally recognized overnight delivery service, addressed as stated in this Subsection. The address of any Party may be changed by written notice to the other Parties. Any mailed notice shall be deemed to have been given and received within three days after the same has been mailed and any notice given by overnight courier shall be deemed to have been given and received within 24 hours after deposit. Notices and communications to the Parties shall be addressed to, and delivered at, the following addresses:

if to the Village:	Village of Winnetka 510 Green Bay Road Winnetka, IL 60093 Attention: Village Manager
with a copy to:	Holland & Knight LLP 131 S. Dearborn Street, 30 th Floor Chicago, IL 60603 Attention: Peter Friedman, Village Attorney

If to SB One Winnetka:c/o Springbank Capital Advisors, LLC
730 West Randolph Street
Suite 500
Chicago, Illinois 60661
Attention: David Trandel

With a copy to: Rob Neumann
610 Sheridan Road
Winnetka, Illinois 60093
Attention: Rob Neumann

If to SB Winnetka: c/o Springbank Capital Advisors, LLC
730 West Randolph Street
Suite 500
Chicago, Illinois 60661
Attention: David Trandel

With a copy to: Rob Neumann
610 Sheridan Road
Winnetka, Illinois 60093
Attention: Rob Neumann

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 shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.

D. Non-Waiver. The Village shall be 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 shall not be deemed or construed to be a waiver thereof, nor shall 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 shall be in writing and shall not be unreasonably withheld, delayed or conditioned, and, in all matters contained herein, all parties shall have an implied obligation of reasonableness, except as may be expressly set forth otherwise.

F. Governing Law. This Agreement shall be governed by, and 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 shall not be impaired thereby, but the remaining provisions shall 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 Preliminary PD Ordinance 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 shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Each provision of this Agreement shall 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 shall not be 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 *M* 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 shall control.

L. Amendments and Modifications.

1. No amendment or modification to this Agreement shall 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 Preliminary PD Ordinance, the Final PD Ordinance, or 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 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 shall 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 shall be made, or be valid, against the Village, Guarantor, SB Winnetka, or SB One.

O. Recording. The Village shall 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 shall constitute an original document and together shall constitute the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

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

ATTEST:

VILLAGE OF WINNETKA,
an Illinois home rule municipal corporation

Robert M. Bahan, Village Clerk

By: _____
E. Gene Greable
Its: Village President

ATTEST:

SB ONE WINNETKA, LLC,
a Delaware limited liability company

By: _____
Its: _____

By: _____
Its: _____

ATTEST:

SB WINNETKA, LLC,
a Delaware limited liability company

By: _____
Its: _____

By: _____
Its: _____

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

This instrument was acknowledged before me on _____, 2017, by E. Gene Greable, the Village President of the **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation, and by Robert M. Bahan, the Village Clerk of said municipal corporation.

Given under my hand and official seal this ____ day of _____, 2017.

Notary Public

My Commission expires: _____

SEAL

STATE OF _____)
) SS.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2017, by _____, the _____ of _____, a Delaware limited liability company, and by _____, the _____ of said limited liability company.

Given under my hand and official seal this ____ day of _____, 2017.

Notary Public

My Commission expires: _____

SEAL

STATE OF _____)
) SS.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2017, by _____, the _____ of _____, an Illinois limited liability company, and by _____, the _____ of said limited liability company.

Given under my hand and official seal this ____ day of _____, 2017.

Notary Public

My Commission expires: _____

SEAL

STATE OF _____)
) SS.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2017, by _____, the _____ of _____, LLC, an Illinois limited liability company, and by _____, the _____ of said limited liability company.

Given under my hand and official seal this ____ day of _____, 2017.

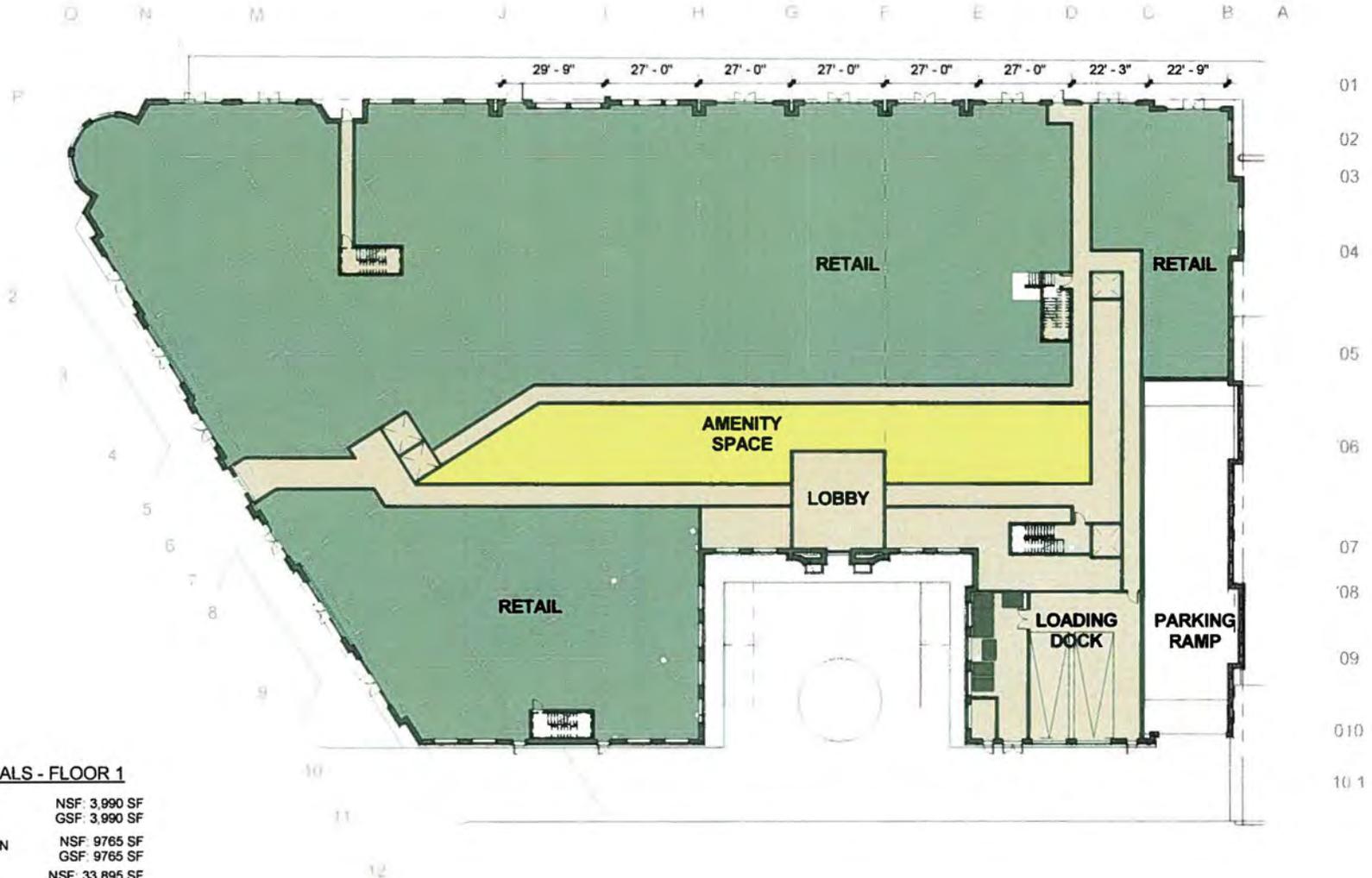
Notary Public

My Commission expires: _____

SEAL

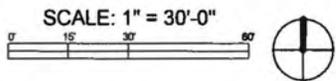
EXHIBIT C

Floor and Site Plan



AREA TOTALS - FLOOR 1

AMENITIES	NSF: 3,990 SF
	GSF: 3,990 SF
CIRCULATION	NSF: 9765 SF
	GSF: 9765 SF
RETAIL	NSF: 33,895 SF
	GSF: 33,895 SF



161012
01

ONE WINNETKA	FLOOR 1 - AMENITY & RETAIL SPACES
PROJECT NAME	DESCRIPTION
16-001	1" = 30'-0"
PROJECT NUMBER	SCALE
	10/12/16
	DATE

LUCIEN LAGRANGE
LUCIEN LAGRANGE STUDIO
 730 West Randolph Street, Suite 500
 Chicago, Illinois 60660

7/25/2016 3:37:05 PM

161012

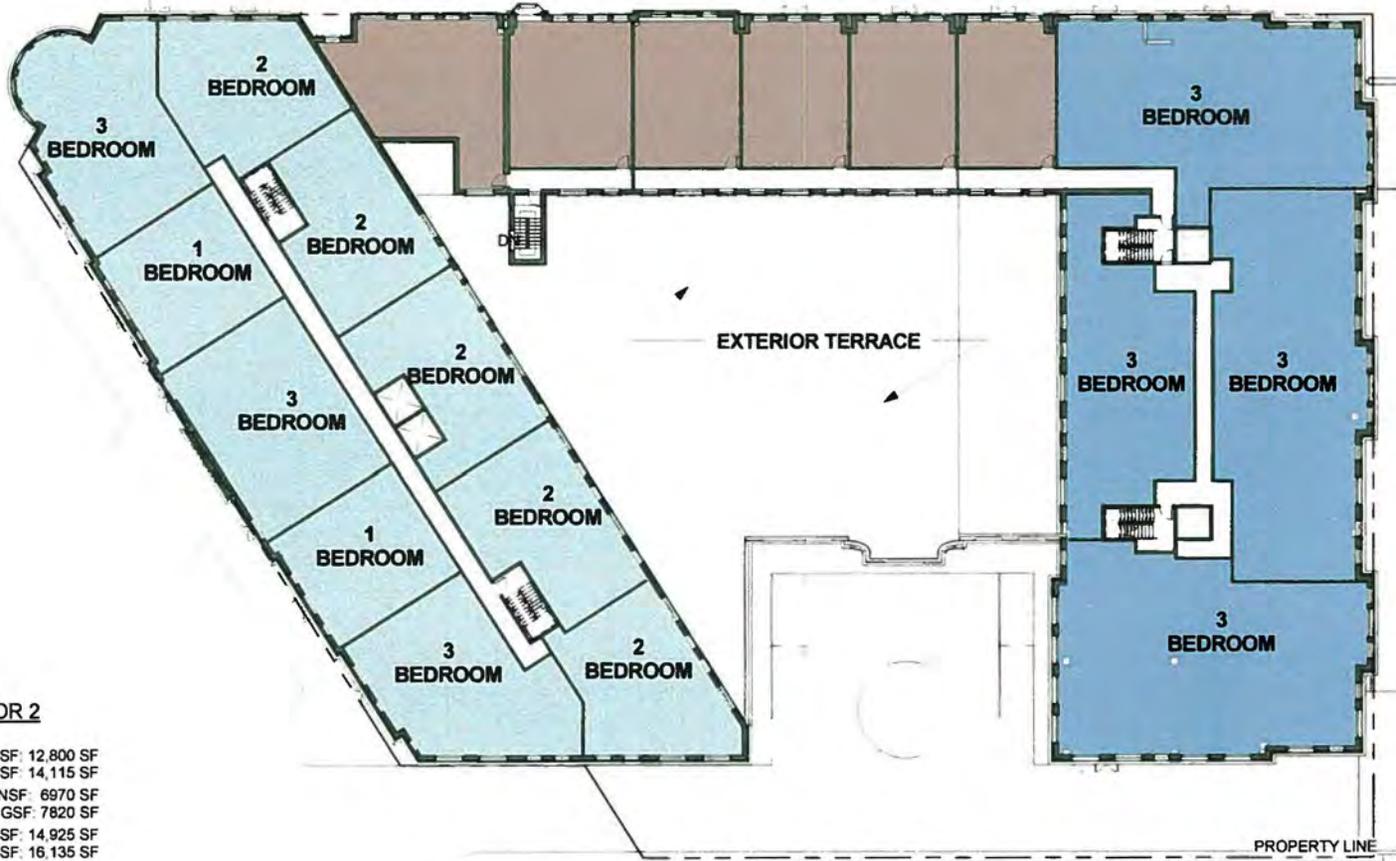
02

SKETCH NUMBER

RENTALS

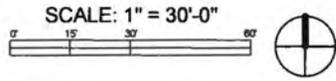
TOWNHOMES

CONDOMINIUMS



AREA TOTALS - FLOOR 2

 EAST BLDG. UNIT	NSF: 12,800 SF
	GSF: 14,115 SF
 TOWNHOME	NSF: 6970 SF
	GSF: 7820 SF
 WEST BLDG. UNIT	NSF: 14,925 SF
	GSF: 16,135 SF



FLOOR 2 PLAN - RESIDENTIAL SF

DESCRIPTION:
1" = 30'-0"

10/12/16

DATE

ONE WINNETKA

PROJECT NAME:
16-001

PROJECT NUMBER

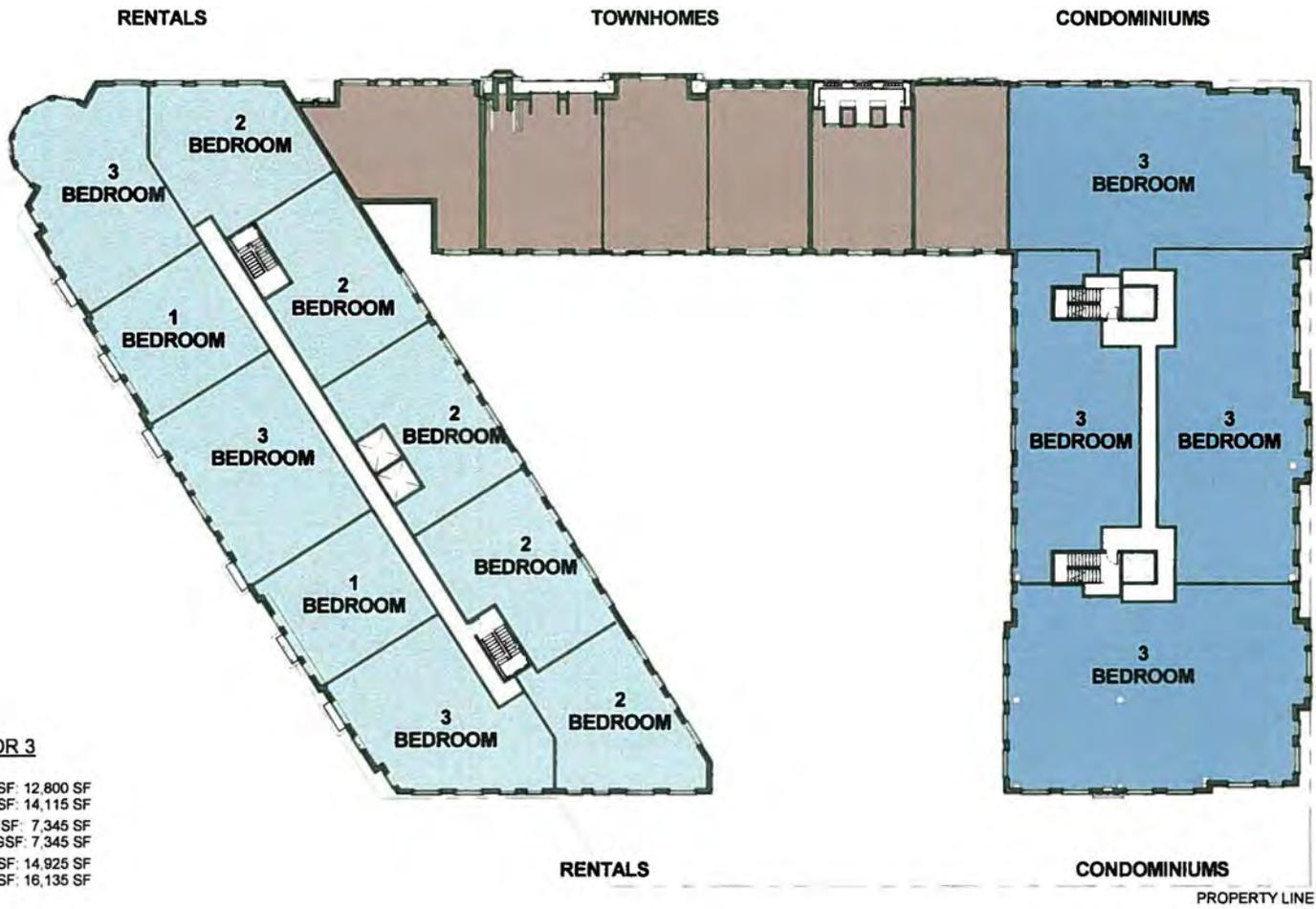
LUCIEN LAGRANGE

LUCIEN LAGRANGE STUDIO

730 West Randolph Street, Suite 500
Chicago, Illinois 60660

7/25/2018 3:37:19 PM

161012
03



ONE WINNETKA PROJECT NAME	FLOOR 3 PLAN - RESIDENTIAL SF DESCRIPTION
16-001 PROJECT NUMBER	1" = 30'-0" SCALE
	10/12/16 DATE

LUCIEN LAGRANGE
LUCIEN LAGRANGE STUDIO
730 West Randolph Street, Suite 500
Chicago, Illinois 60660

7/25/2016 3:37:35 PM

161012
05

RENTALS

CONDOMINIUMS



AREA TOTALS - LEVEL 5

NSF 10,325 SF
 GSF 11,640 SF
 NSF 0 SF
 GSF 0 SF
 NSF 14,925 SF
 GSF 16,135 SF

RENTALS

CONDOMINIUMS

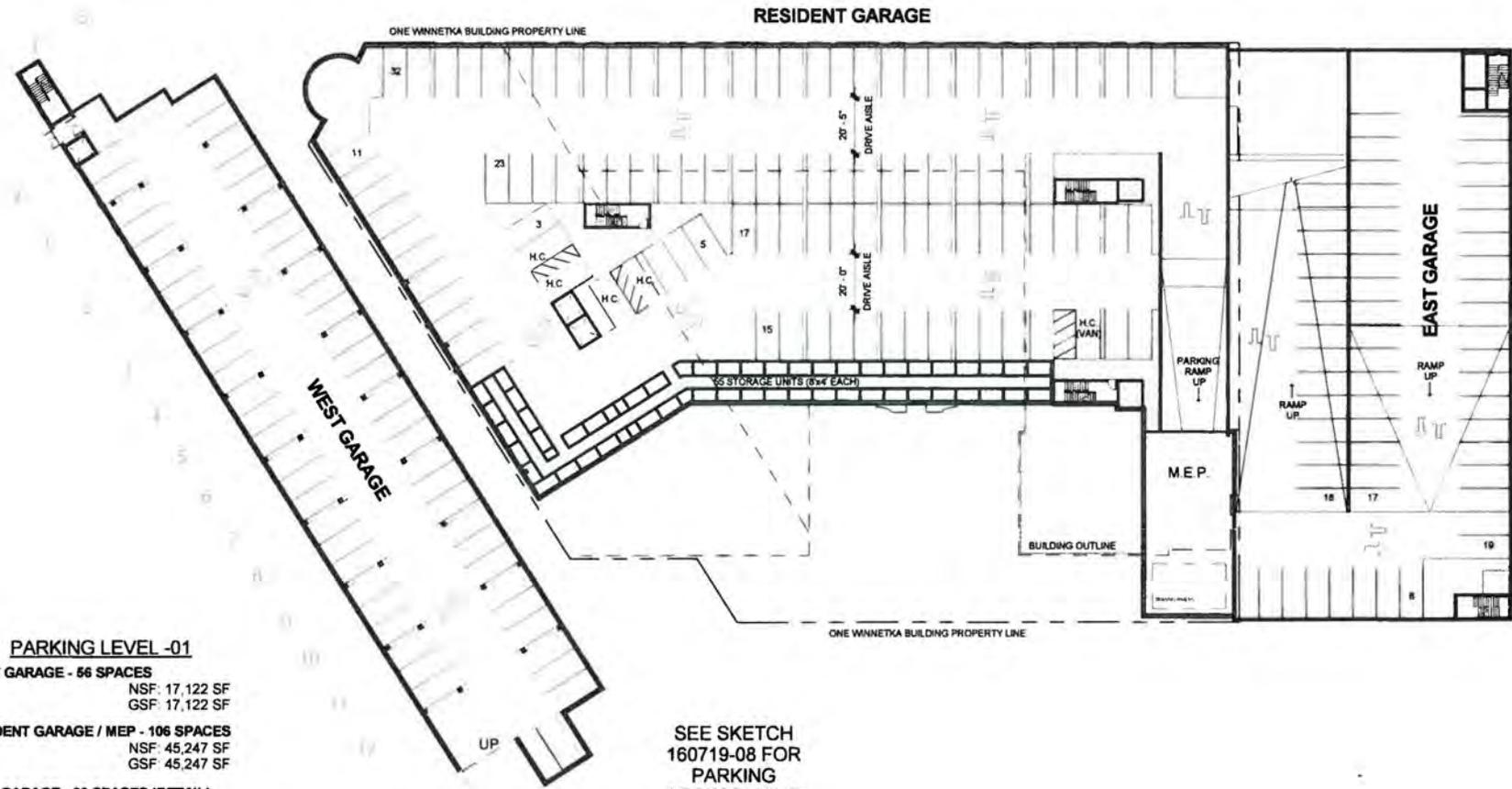
PROPERTY LINE

ONE WINNETKA PROJECT NAME	FLOOR 5 PLAN - RESIDENTIAL SF DESCRIPTION	10/12/16 DATE
16-001 PROJECT NUMBER	1" = 30'-0" SCALE	

LUCIEN LAGRANGE
 LUCIEN LAGRANGE STUDIO
 730 West Randolph Street, Suite 500
 Chicago, Illinois 60660

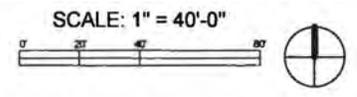
7/25/2016 3:37:56 PM

161012
07



PARKING LEVEL -01
WEST GARAGE - 66 SPACES
 NSF: 17,122 SF
 GSF: 17,122 SF
RESIDENT GARAGE / M.E.P. - 106 SPACES
 NSF: 45,247 SF
 GSF: 45,247 SF
EAST GARAGE - 63 SPACES (RETAIL)
 NSF: 16,760 SF
 GSF: 16,760 SF

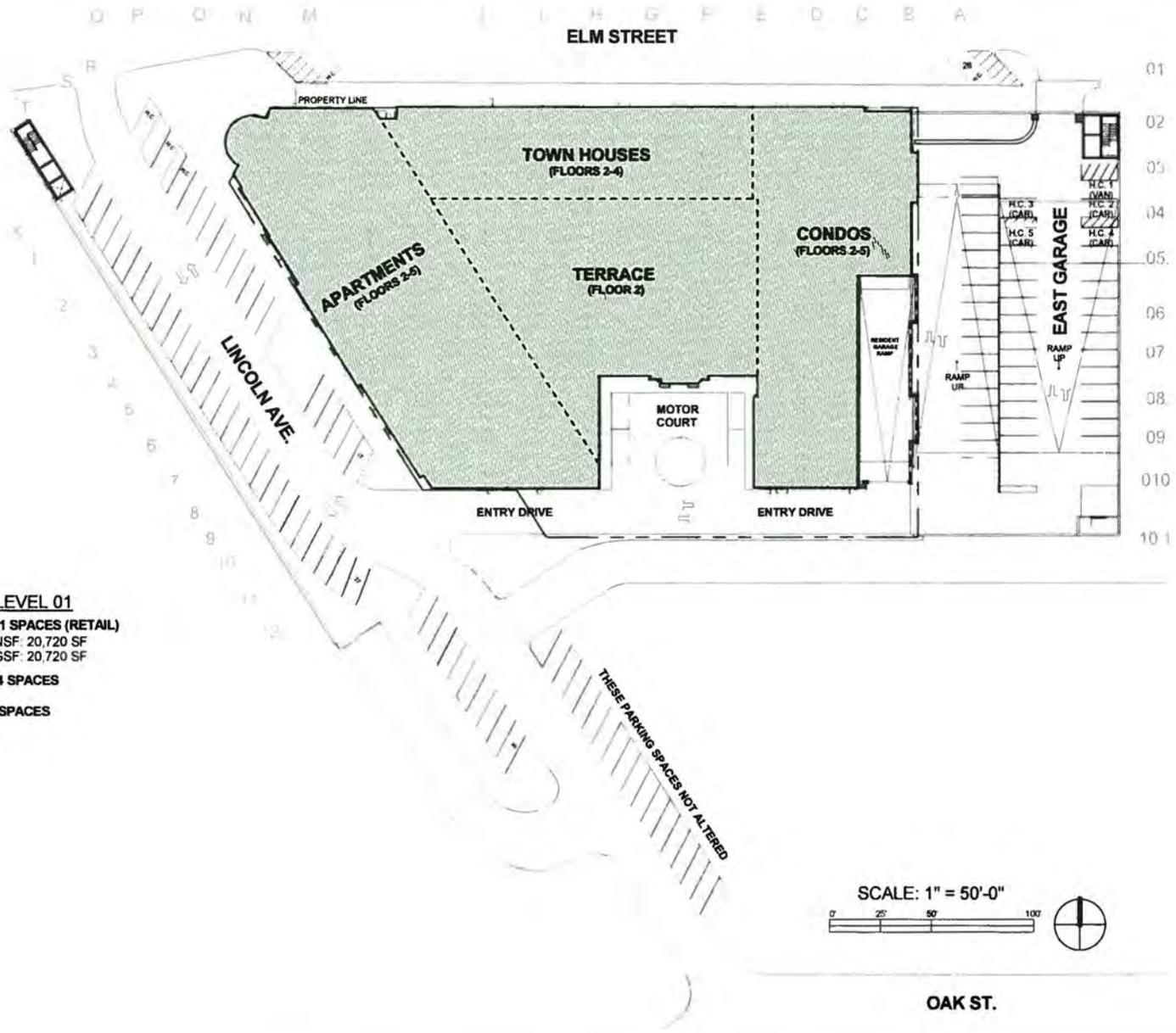
SEE SKETCH
 160719-08 FOR
 PARKING
 ACCESS RAMP



ONE WINNETKA PROJECT NAME	FLOOR -1 PARKING PLAN	10/12/16 DATE
16-001 PROJECT NUMBER	DESCRIPTION	SCALE
	1" = 40'-0"	

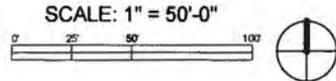
LUCIEN LAGRANGE
LUCIEN LAGRANGE STUDIO
 730 West Randolph Street, Suite 500
 Chicago, Illinois 60660

7/25/2016 3:38:05 PM



PARKING LEVEL 01
EAST GARAGE - 51 SPACES (RETAIL)
 NSF: 20,720 SF
 GSF: 20,720 SF
LINCOLN AVE. - 54 SPACES
ELM STREET - 28 SPACES

THESE PARKING SPACES NOT ALTERED



161012
08

ONE WINNETKA PROJECT NAME	FLOOR 1 PARKING PLAN
16-001 PROJECT NUMBER	DESCRIPTION: 1" = 50'-0"
	SCALE
	DATE: 10/12/16

LUCIEN LAGRANGE
LUCIEN LAGRANGE STUDIO
 730 West Randolph Street, Suite 500
 Chicago, Illinois 60660

7/25/2016 3:38:15 PM

7/25/2016

ONE WINNETKA - BUILDINGS - FLOOR AREA SUMMARY

ALL VALUES IN SQUARE FEET UNLESS OTHERWISE NOTED

NOTE: THIS DOCUMENT CORRESPONDS ONLY WITH STUDY ISSUED 7/25/2016 BY LLS

FLOOR	(WEST BLDG)		(EAST BLDG)		(TOWNHOUSE)		PARKING	TOTAL (GROSS)
	RETAIL	FLOOR 1 CIRCULATION / LOBBY / OFFICES / LOADING	RES. APARTMENT	RES. CONDO	RES TOWN HOUSE	AMENITIES		
-2	0	0	0	0	0	0	0	0
-1	0	0	0	0	0	0	45,247	45247
1	33,895	9,765	0	0	0	3990	0	47650
2	0	0	16135	14115	7820	0	0	38070
3	0	0	16135	14115	7345	0	0	37595
4	0	0	16135	13540	4126	0	0	33801
5	0	0	16135	11640	0	0	0	27775
6	0	0	0	0	0	0	0	0
TOTAL (GROSS)	33,895	9,765	64,540	53,410	19,291	3,990	45,247	230138
TOTAL (NET)	33,895		59,700	48,150	18,441	3,990	45,247	

NOTE:

ALL AREAS SUBJECT TO CHANGE PENDING FINAL DESIGN

FLOOR -1: RAMP BETWEEN FLOOR -1 & 1 ASSIGNED TO PARKING ON FLOOR -1

ONE WINNETKA - PUBLIC IMPROVEMENTS

ALL VALUES IN SQUARE FEET UNLESS OTHERWISE NOTED

NOTE: THIS DOCUMENT CORRESPONDS ONLY WITH STUDY ISSUED 7/25/2016 BY LLS

FLOOR	PARKING	#OF SPACES	LINCOLN AVE.	#OF SPACES	ELEVATOR HUT	TOTAL SF
-2	0	0	0	0	0	0
-1	16,710	56	0	0	0	16,710
1	0	0	24,944	54	521	25,659
2	0	0	0	0	0	0
3	0	0	0	0	0	0
4	0	0	0	0	0	0
5	0	0	0	0	0	0
6	0	0	0	0	0	0
TOTALS	16,710	56	24,944	54	521	42,179

FLOOR	PARKING	#OF SPACES	ELEVATOR HUT	TOTAL SF
-2	0	0	0	0
-1	15,040	63	720	16760
1	20,000	51	720	20720
2	0	0	0	0
3	0	0	0	0
4	0	0	0	0
5	0	0	0	0
6	0	0	0	0
TOTALS	35,040	114	1,440	37,480

FLOOR	PAVERS/LANDSCAPE/ECT.	#OF SPACES	TOTAL SF
-2	0	0	0
-1	0	0	0
1	14,875	28	14875
2	0	0	0
3	0	0	0
4	0	0	0
5	0	0	0
6	0	0	0
TOTALS	14,875	28	14,875

161012

09

SKETCH NUMBER

FLOOR AREA STUDY

DESCRIPTION

10/12/16

DATE

ONE WINNETKA

PROJECT NAME

16-001

PROJECT NUMBER

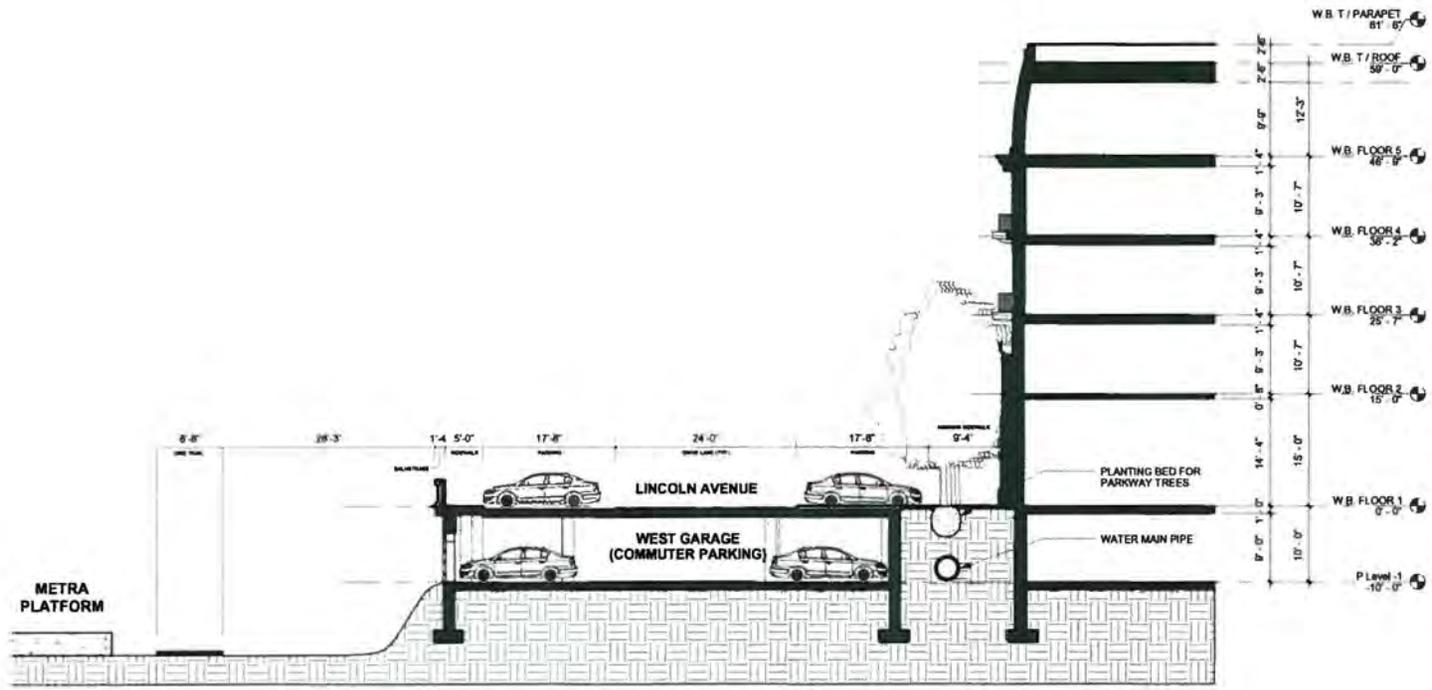
LUCIEN LAGRANGE

LUCIEN LAGRANGE STUDIO

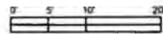
730 West Randolph Street, Suite 500

Chicago, Illinois 60660

7/25/2016 3:38:23 PM



① WEST GARAGE SECTION - E-W
1/16" = 1' - 0"



NOTE: THIS IS A SCHEMATIC LEVEL DRAWING AND IS SUBJECT TO REFINEMENT AS DESIGN PROGRESSES

161012
11

LINCOLN AVENUE R.O.W.

DESCRIPTION

1/16" = 1' - 0"

SCALE

ONE WINNETKA

PROJECT NAME

16-001

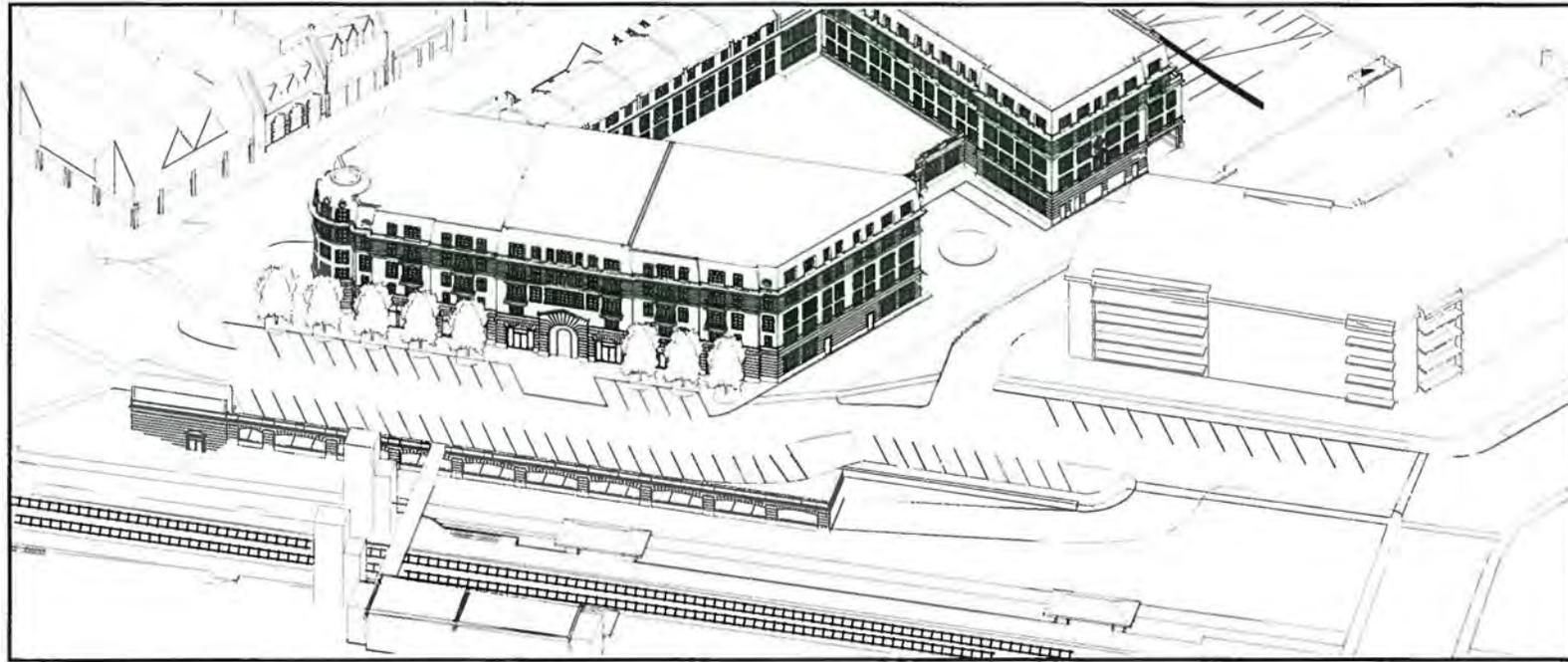
PROJECT NUMBER

10/12/16

DATE

LUCIEN LAGRANGE
LUCIEN LAGRANGE STUDIO
730 West Randolph Street, Suite 500
Chicago, Illinois 60660

7/25/2016 3:38:15 PM



① VIEW OF LINCOLN AVENUE RIGHT OF WAY
NOT TO SCALE

NOTE: THIS IS A SCHEMATIC LEVEL DRAWING AND IS SUBJECT TO REFINEMENT AS DESIGN PROGRESSES

161012
15
SKETCH NUMBER

VIEW OF LINCOLN AVENUE RIGHT OF WAY
DESCRIPTION

NOT TO SCALE
SCALE

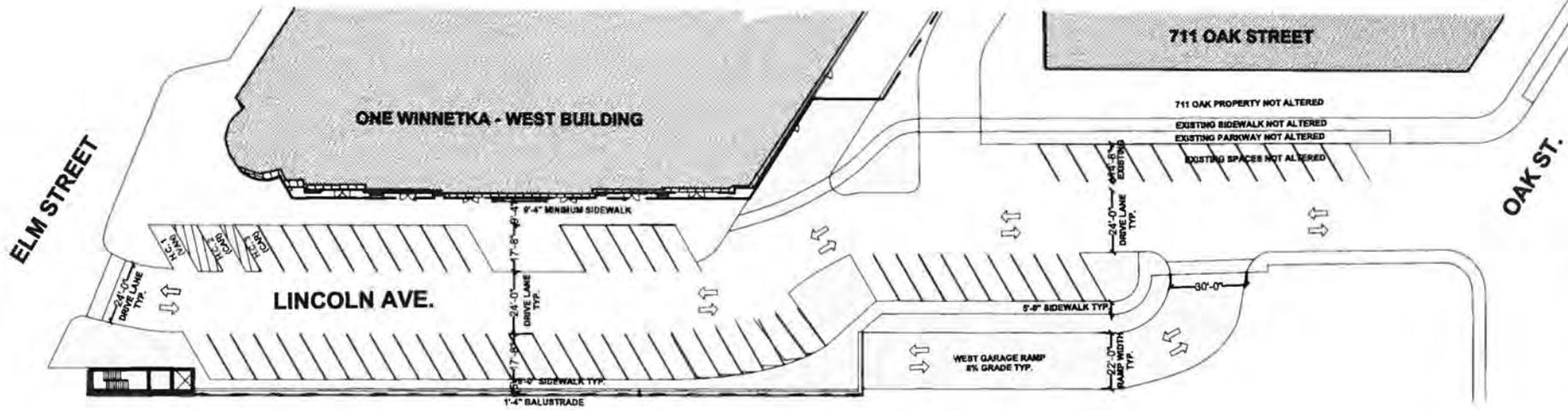
10/12/16
DATE

ONE WINNETKA
PROJECT NAME

16-001
PROJECT NUMBER

LUCIEN LAGRANGE
LUCIEN LAGRANGE STUDIO
730 West Randolph Street, Suite 500
Chicago, Illinois 60660

8/10/2016 3:10:52 PM



① LINCOLN AVENUE RIGHT OF WAY
1" = 40' - 0"



NOTE: THIS IS A SCHEMATIC LEVEL DRAWING AND IS SUBJECT TO REFINEMENT AS DESIGN PROGRESSES

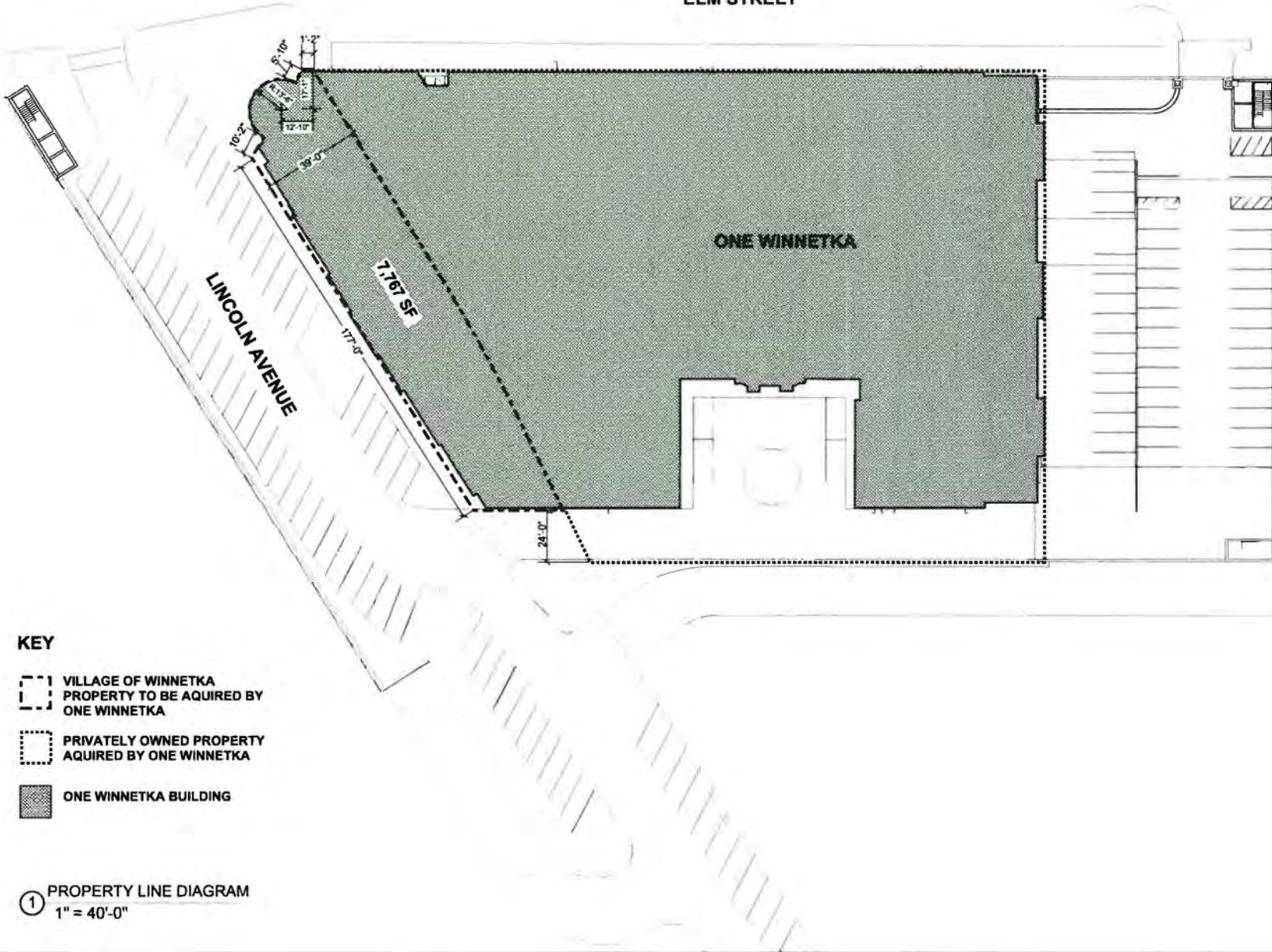
161012
16

LINCOLN AVENUE R.O.W.	DESCRIPTION	10/12/16	DATE
ONE WINNETKA PROJECT NAME: 15-001	SCALE	1" = 40' - 0"	
	PROJECT NUMBER:		

LUCIEN LAGRANGE
LUCIEN LAGRANGE STUDIO
730 West Randolph Street, Suite 500
Chicago, Illinois 60680

7/25/2016 3:38:15 PM

ELM STREET



KEY

-  VILLAGE OF WINNETKA PROPERTY TO BE ACQUIRED BY ONE WINNETKA
-  PRIVATELY OWNED PROPERTY ACQUIRED BY ONE WINNETKA
-  ONE WINNETKA BUILDING

① PROPERTY LINE DIAGRAM
1" = 40'-0"

161012
17
SKETCH NUMBER

ONE WINNETKA PROJECT NAME	PROPERTY LINE DIAGRAM DESCRIPTION	DATE
16-001 PROJECT NUMBER	1" = 40'-0" SCALE	10/12/16

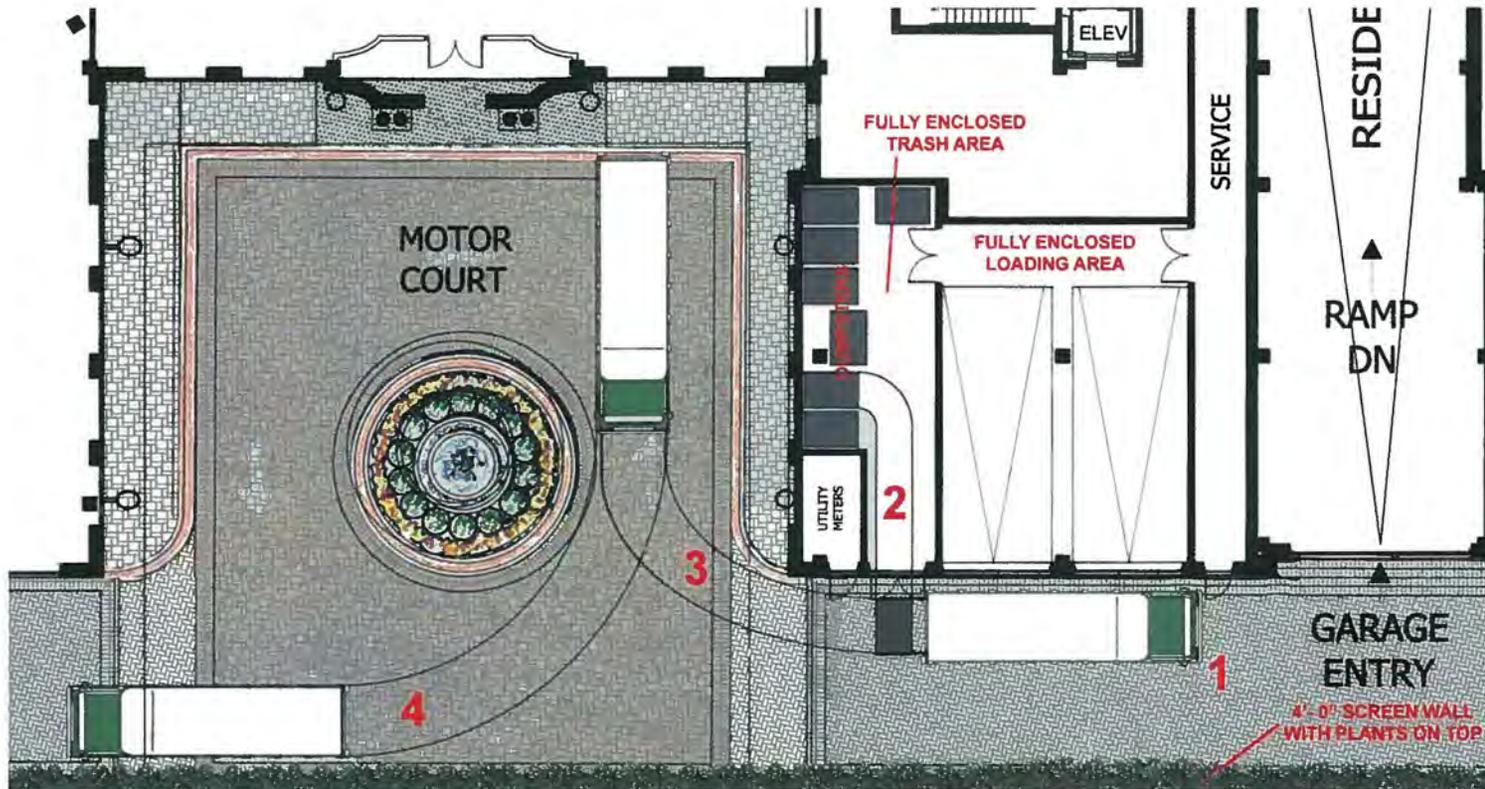
LUCIEN LAGRANGE
 LUCIEN LAGRANGE STUDIO
 730 West Randolph Street, Suite 500
 Chicago, Illinois 60660

10/11/2016 1:32:54 PM

EXHIBIT D

Loading and Refuse Plan





TRASH COLLECTION

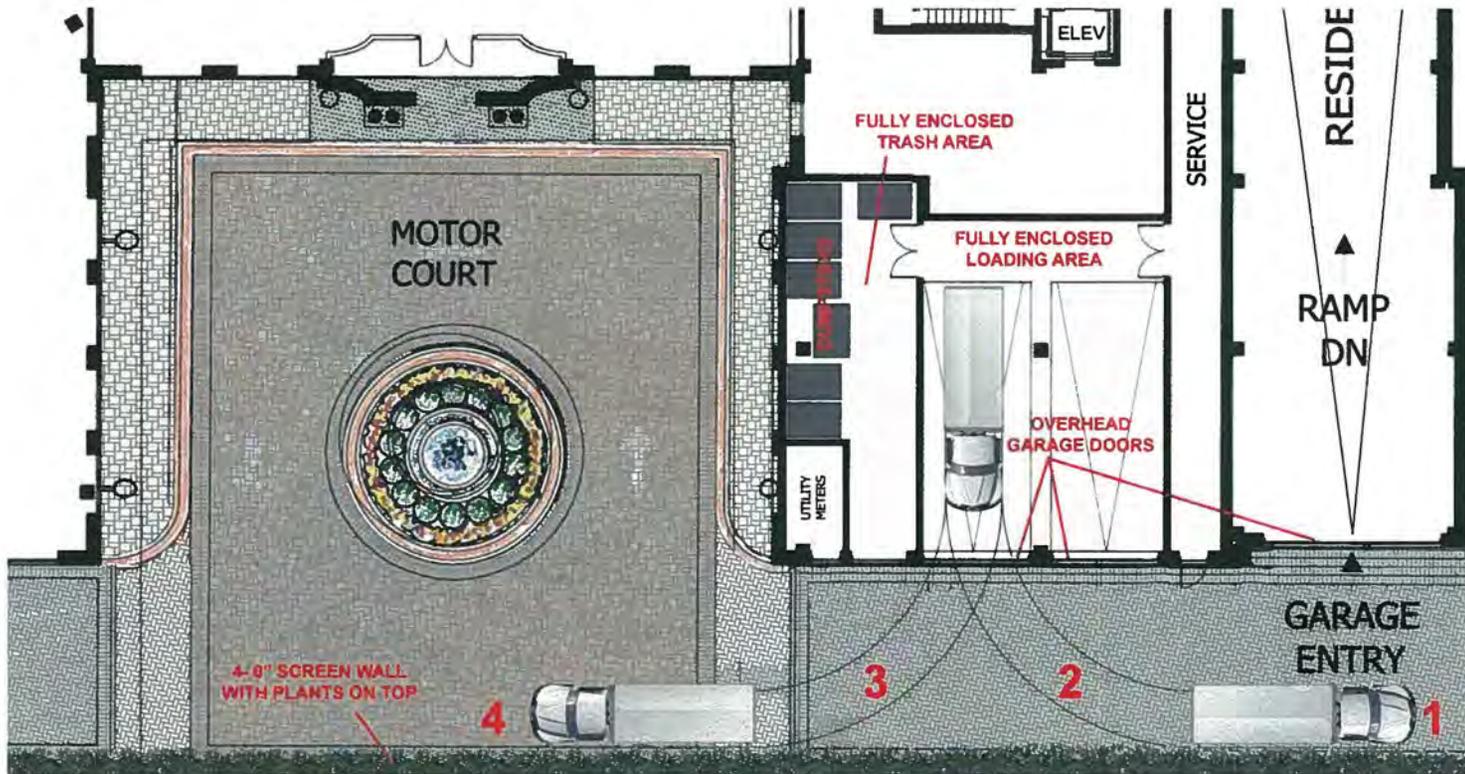
- 1: TRUCK ARRIVES FROM LINCOLN AVENUE
- 2: WORKERS REMOVE DUMPSTER(S), EMPTIES INTO TRUCK AND RETURNS DUMPSTER(S)
- 3: TRUCK REVERSES INTO MOTOR COURT
- 4: TRUCK EXITS ONTO LINCOLN AVENUE

NOTES:

-TRASH & LOADING AREA FULLY CLIMATE CONTROLLED & VENTILATED

-ALL DUMPSTERS 4'-0" x 6'-0" x 4'-0" (3 YARD) MINIMUM

- V.O.W. GARBAGE TRUCK:
 FREIGHTLINER M2 106MD
 TURNING RADIUS: 36'-2"
 LENGTH: 33'-4"
 WIDTH (MAX): 9'-2"

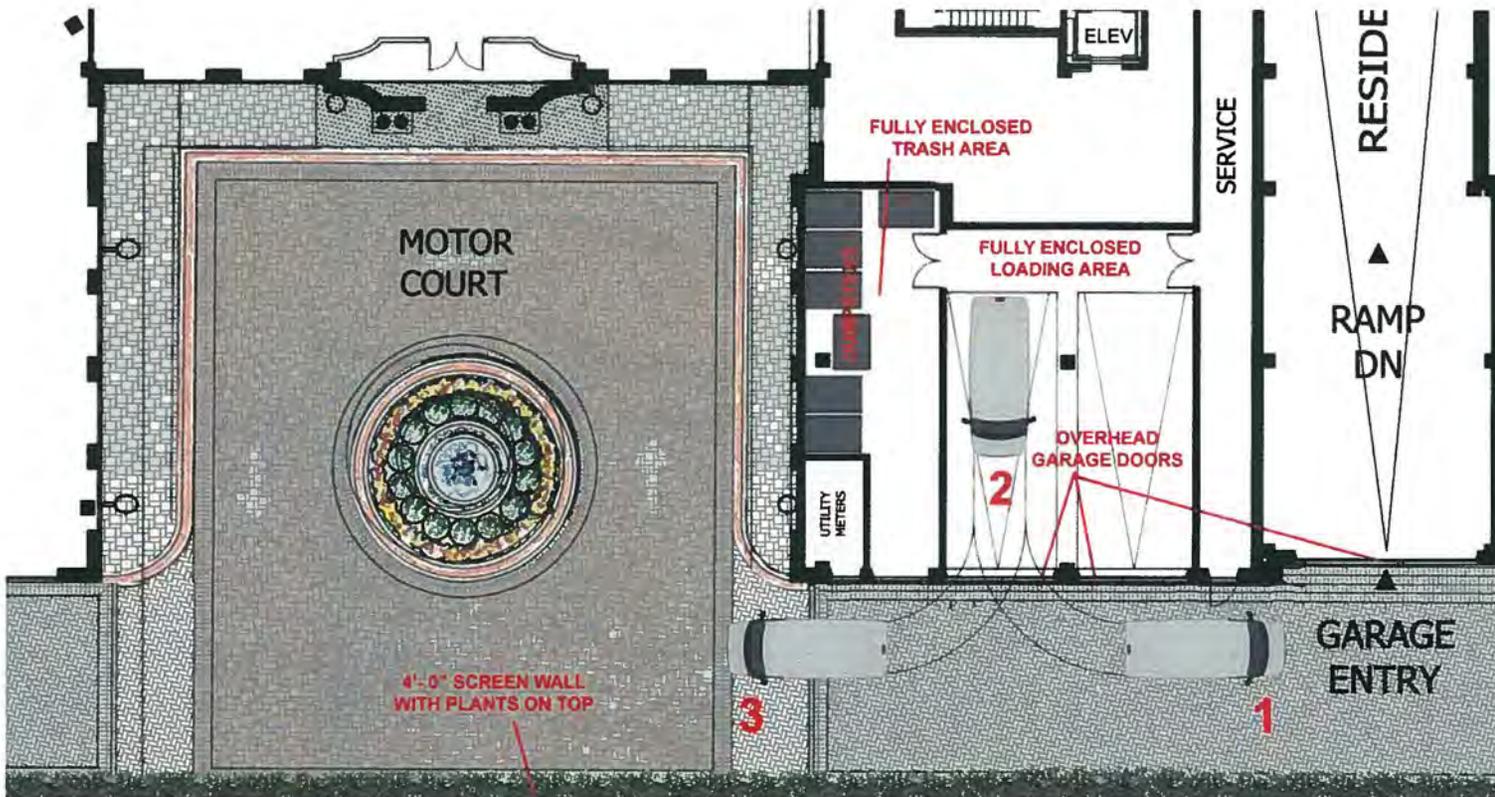


TRUCK LOADING

- 1: TRUCK ARRIVES FROM LINCOLN AVENUE, OVERHEAD DOOR OPENS
- 2: TRUCK REVERSES INTO LOADING DOCK, WORKERS UNLOAD CARGO
- 3: TRUCK EXITS LOADING DOCK, OVERHEAD DOOR CLOSES, TRUCK EXITS ONTO LINCOLN AVENUE

NOTES:

- TRASH & LOADING AREA FULLY CLIMATE CONTROLLED & VENTILATED
- TYPICAL BOX TRUCK:
 FORD F6500
 TURNING RADIUS: 30'-4"
 LENGTH: 25'-4"
 WIDTH: 7'-0"



VAN LOADING

- 1: VAN ARRIVES FROM LINCOLN AVENUE, OVERHEAD DOOR OPENS
- 2: VAN REVERSES INTO LOADING DOCK, WORKERS UNLOAD CARGO
- 3: VAN EXITS LOADING DOCK, OVERHEAD DOOR CLOSES, VAN EXITS ONTO LINCOLN AVENUE

NOTES:

- TRASH & LOADING AREA FULLY CLIMATE CONTROLLED & VENTILATED

- TYPICAL VAN:
 FORD E350
 TURNING RADIUS: 21'-8"
 LENGTH: 18'-0"
 WIDTH: 7'-0"

EXHIBIT E

Construction Schedule and Staging Plan

One Winnetka
 PC Milestone Dates
 December 22, 2016

	<u>Start</u>	<u>Finish</u>
1. Prepare Preliminary PD Ordinance/Development Agreement	09/20/16	01/03/17
2. Execute Design Consultants / CM Agreements	01/03/17	01/17/17
3. Grant Preliminary Approval of PD Ordinance and Dev. Agreement	01/03/17	01/17/17
4. Final Approval of PD Ordinance and Development Agreement	01/18/17	06/30/17
5. Village Demolition Permit Review	01/18/17	05/15/17
6. Schematic Design	01/18/17	03/31/17
7. Complete Civil Engineering Design for Village Approval	01/18/17	02/20/17
8. Village Review Civil Engineering Drawings	02/21/17	03/21/17
9. Re-submit Civil Drawings Per Village Comments	03/22/17	04/21/17
10. Bid and Award MEP Design Build	03/01/17	03/31/17
11. Design Development	04/03/17	06/30/17
12. Pedestrian Bridge Structural Design for UPRR Approval	04/03/17	04/24/17
13. Bid and Award Foundation Package	04/03/17	05/31/17
14. Construction Documents	06/01/17	08/31/17
15. Complete the Acquisition of the Remaining Properties	10/01/16	01/31/17
16. Complete Phase I & II Environmental Reports Incl. UST's	02/01/17	03/31/17
17. Disconnect Existing Utilities to Buildings Being Demolished	04/03/17	04/28/17
18. Bid/Award/Permit and Complete Abatement/Demolition	04/03/17	08/31/17
19. Relocate/Maintain Existing WM, Storm, Street Lighting, Elec. Service	06/15/17	08/31/17
20. Obtain UPRR Property Temporary Use Permit	06/01/17	07/31/17
21. Obtain IEPA Permit	03/22/17	05/22/17
22. Obtain MWRD Permit	03/22/17	05/22/17
23. Obtain Foundation Permit	06/01/17	07/31/17
24. Obtain Building Permit	08/15/17	10/16/17
25. Prepare and Approve GMP	07/03/17	08/31/17
26. Construction Loan Closing	08/01/17	08/31/17
27. Construction Phase	09/01/17	02/28/19

One Winnetka Logistics Plan
Construction Phase
July 1, 2017 to December 31, 2018

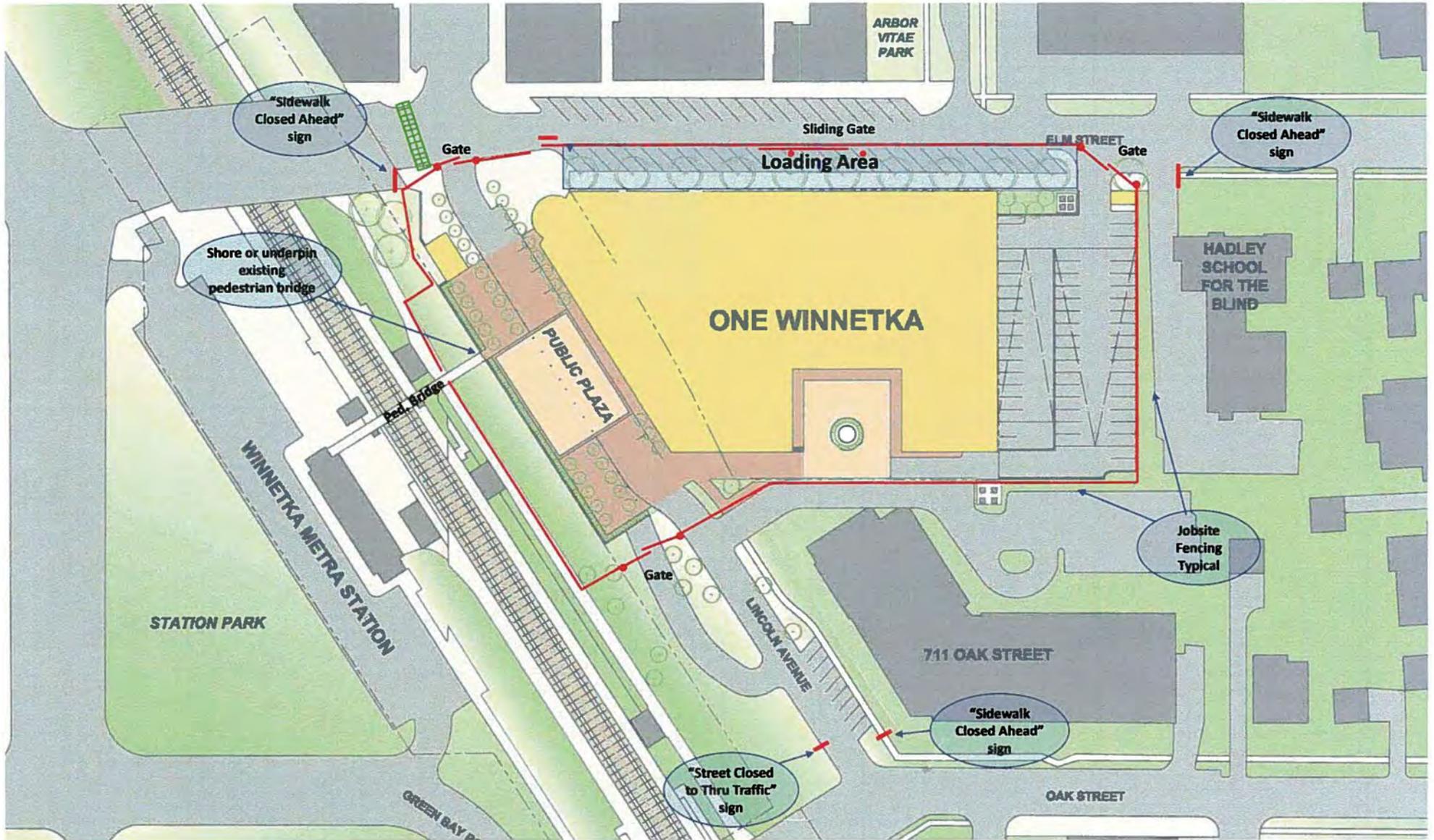
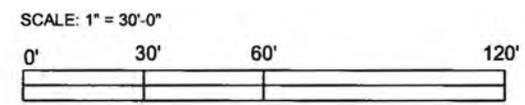


EXHIBIT F
Building Height Plan

161012
12
SKETCH NUMBER

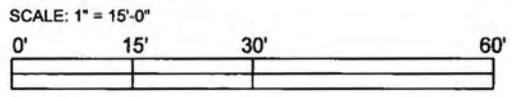


ONE WINNETKA PROJECT NAME 16-001 PROJECT NUMBER	NORTH ELEVATION (ELM STREET)	10/12/16
	DESCRIPTION:	DATE
	1" = 30'-0"	
	SCALE	

LUCIEN LAGRANGE
LUCIEN LAGRANGE STUDIO
730 West Randolph Street, Suite 500
Chicago, Illinois 60660

7/11/2016 10:32:13 AM

161012
13
SKETCH NUMBER



ONE WINNETKA PROJECT NAME	WEST ELEVATION (LINCOLN AVENUE) DESCRIPTION
16-001 PROJECT NUMBER	10/12/16 DATE
	SCALE: 1" = 15'-0"

LUCIEN LAGRANGE
LUCIEN LAGRANGE STUDIO
730 West Randolph Street, Suite 500
Chicago, Illinois 60660

7/11/2016 10:32:58 AM

161012

14

SKETCH NUMBER

N-S BUILDING SECTION (THROUGH T. H.)

DESCRIPTION:

1/16" = 1'-0"

SCALE

10/12/16

DATE

ONE WINNETKA

PROJECT NAME

16-001

PROJECT NUMBER

LUCIEN LAGRANGE

LUCIEN LAGRANGE STUDIO

730 West Randolph Street, Suite 500

Chicago, Illinois 60660

7/20/2016 3:15:10 PM



① N-S BUILDING SECTION THROUGH TOWNHOUSE & MOTOR COURT (LOOKING WEST)
1/16" = 1'-0"

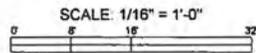


EXHIBIT G

Design Elements Plan

V.O.W. Design Guidelines, pg. 11:

VI: Proportion / Scale

a. HORIZONTAL RHYTHM:

The breakdown of the building façade into horizontal bands provides human scale & proportion to the façade...A building base, middle & top should be strongly articulated through materials, details and changes in plane of the wall.

V.O.W. Design Guidelines, pg. 12:

VI: Proportion / Scale

b. VERTICAL RHYTHM:

The breakdown of the building facades into vertical bays creates a sense of progression and scale to the streetwall...Vertical rhythms break down the length of a building...Fenestration patterns will emphasize vertical rhythms.

V.O.W. Design Guidelines, pg. 16:

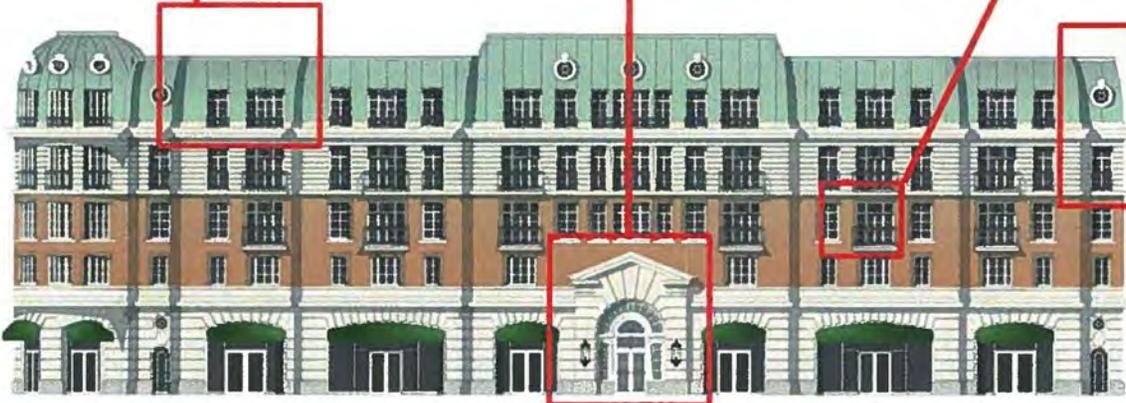
VII: Articulation

a. ENTRIES: COMMERCIAL & MIXED USE

1. Hierarchy: Public entrances should be large scale, open & inviting...Private entries should be more opaque & integrated into the facade.
2. Location: Public entrances should be located along the main thoroughfares & at corners. Private entrances should be located centrally for a multiple bay building.



KEY CONCEPT: Formality appropriate to face large open space & civic buildings.



V.O.W. Design Guidelines, pg. 13:

VI: Proportion / Scale

c. **FAÇADE ARTICULATION:**

Articulation is achieved through the combination of *materials*, introduction of *detailing* and *changes in plane* of the façade.

V.O.W. Design Guidelines, pg. 15:

VI: Proportion / Scale

e. **HIERARCHY:** The *prioritization* of certain building masses, components or elements over others...Public or *retail spaces* should be *open & inviting*. *Private spaces* should have a separate entrance *articulated independently*.

V.O.W. Design Guidelines, pg. 15:

VI: Proportion / Scale

e. HIERARCHY:

The prioritization of certain building masses, components or elements over others...Public or retail spaces should be open & inviting.

V.O.W. Design Guidelines, pg. 26:

IX: Service, Secondary Facades & Parking Structures

c. PARKING STRUCTURES:

Parking structures at a commercial development should be incorporated so that the blend with the architecture of the development....Building materials, details & articulation should be consistent with the development.

V.O.W. Design Guidelines, pg. 17:

VII: Articulation

b. WINDOW FENESTRATION:

Punched single or ganged windows are required at upper floors but prohibited at street level on primary facades. A combination of ganged & single units is encouraged within the punched openings to provide hierarchy to the façade.



KEY CONCEPT: Intimate & varied scale to enhance Elm Street.

V.O.W. Design Guidelines, pg. 12:

VI: Proportion / Scale

b. VERTICAL RHYTHM:

Structural bays should be articulated on the façade to add interest, scale, proportion & detail. Bays should be recessed and / or projected to provide a variety of plane changes, interest & shadows....The use of decorative architectural elements is highly encouraged....Variation of materials is encouraged.

V.O.W. Design Guidelines, pg. 14:

VI: Proportion / Scale

d. FENESTRATION:

Windows should be recessed back from the plane of the building façade to create additional articulation & shadow.

Commercial & Mixed Use; Primary Façade: At least 60% of the first floor façade is to be windows/store entrances. Between 25% & 40% of the upper floor [façades] are to be windows.

V.O.W. Design Guidelines, pg. 17:

VII: Articulation

b. WINDOW FENESTRATION:

Punched single or ganged windows are required at upper floors but prohibited at street level on primary façades. A combination of ganged & single units is encouraged within the punched openings to provide hierarchy to the façade.



NOTE

FLOOR 1: RETAIL

FLOORS 2-4: RESIDENTIAL

V.O.W. Design Guidelines, pg. 11:

VI: Proportion / Scale

a. HORIZONTAL RHYTHM:

The breakdown of the building façade into horizontal bands provides human scale & proportion to the façade...A building base, middle & top should be strongly articulated through materials, details and changes in plane of the wall.

V.O.W. Design Guidelines, pg. 12:

VI: Proportion / Scale

b. VERTICAL RHYTHM:

The breakdown of the building facades into vertical bays creates a sense of progression and scale...Vertical rhythms break down the length of a building...Fenestration patterns will emphasize vertical rhythms.

V.O.W. Design Guidelines, pg. 13:

VI: Proportion / Scale

c. FAÇADE ARTICULATION:

Articulation is achieved through the combination of materials, introduction of detailing and changes in plane of the façade.



KEY CONCEPT: Massing & setbacks break down scale.

V.O.W. Design Guidelines, pg. 11:

VI: Proportion / Scale

a. HORIZONTAL RHYTHM:

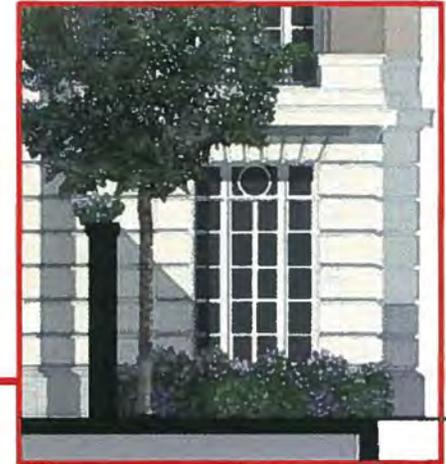
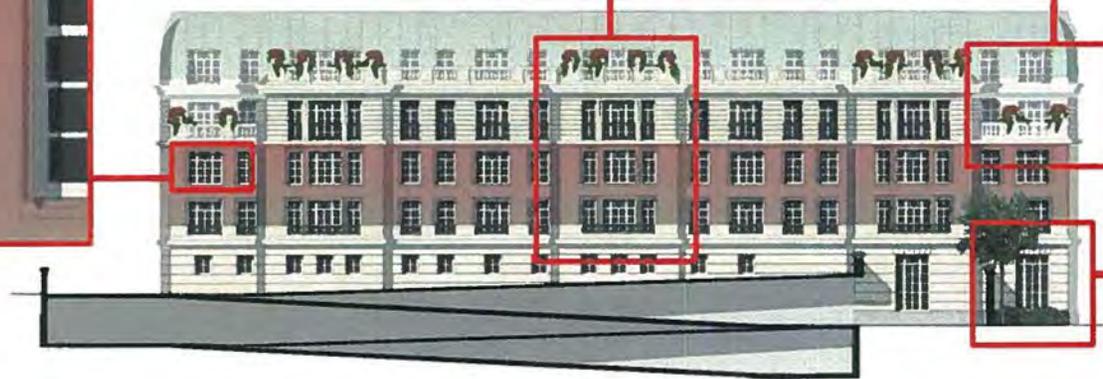
The breakdown of the building façade into horizontal bands provides human scale & proportion to the façade...A building base, middle & top should be strongly articulated through materials, details and changes in plane of the wall."

V.O.W. Design Guidelines, pg. 17:

VII: Articulation

b. WINDOW FENESTRATION:

Punched single or ganged windows are required at upper floors but prohibited at street level on primary facades. A combination of ganged & single units is encouraged within the punched openings to provide hierarchy to the façade.



V.O.W. Design Guidelines, pg. 17:

VII: Articulation

b. WINDOW FENESTRATION: Punched single or ganged windows are required at upper floors but prohibited at street level on primary facades. A combination of ganged & single units is encouraged within the punched openings to provide hierarchy to the façade.

V.O.W. Design Guidelines, pg. 16:

VII: Articulation

- a. ENTRIES: MULTIPLE FAMILY RESIDENTIAL
- 2. Location:... Garage entrances should be located toward a secondary street, alley or away from the pedestrian way.



KEY CONCEPT: Dignified & detailed motor court, discreet service area.

V.O.W. Design Guidelines, pg. 12:

VI: Proportion / Scale

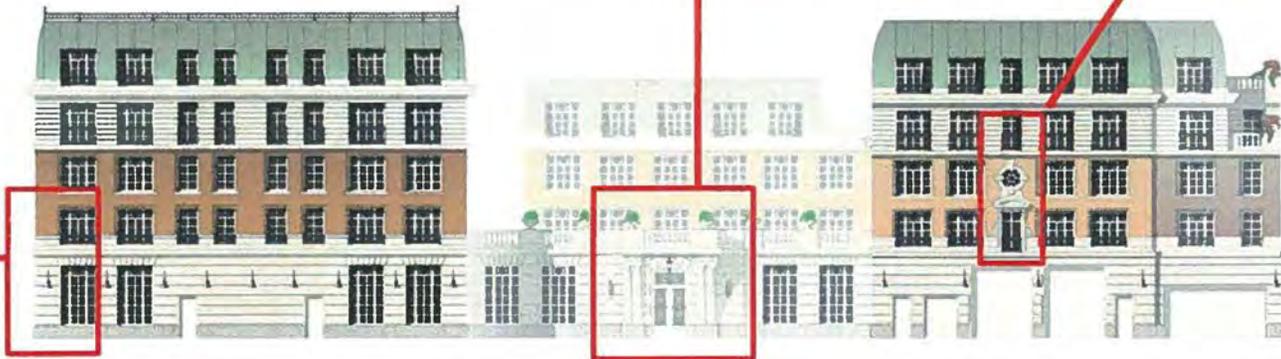
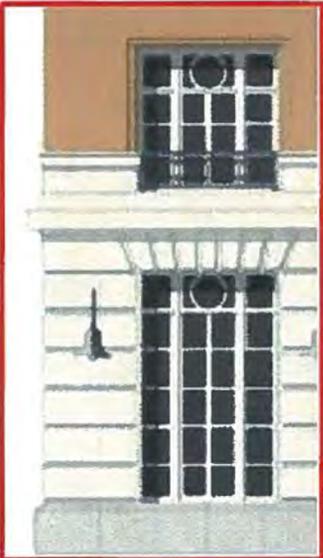
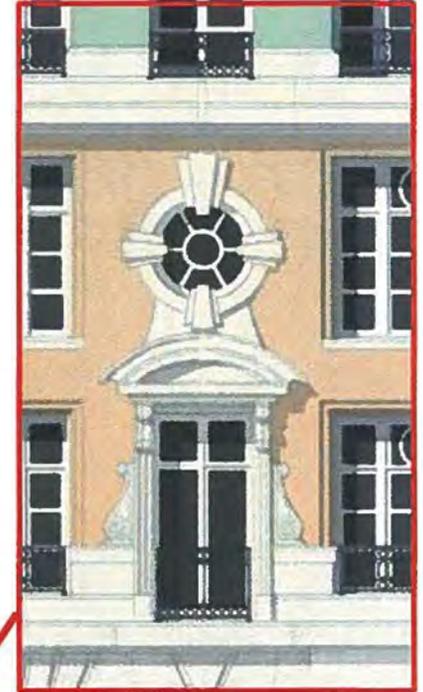
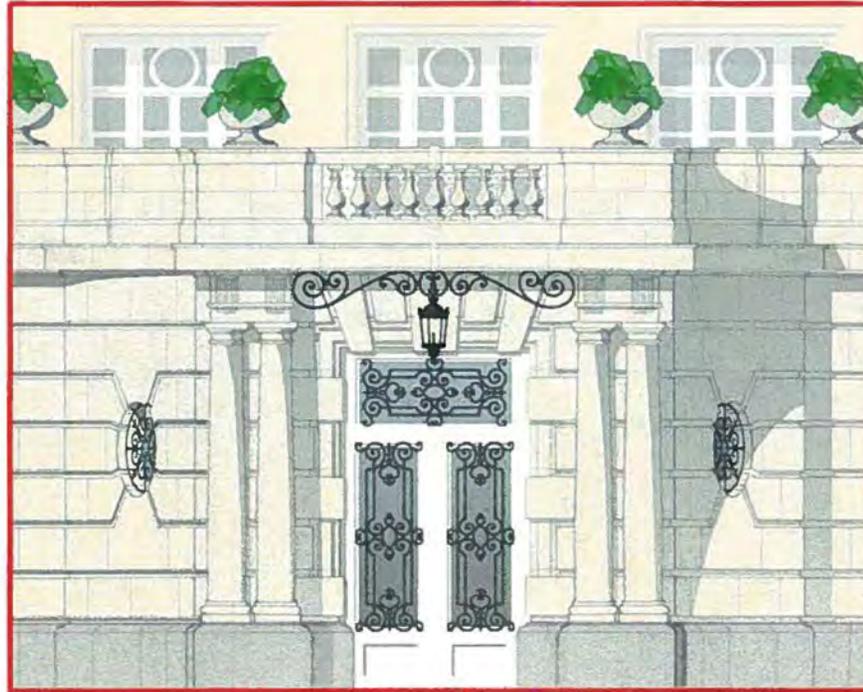
b. **VERTICAL RHYTHM:**The use of decorative *architectural elements* is highly encouraged
....*Variation of materials* is encouraged.

V.O.W. Design Guidelines, pg. 16:

VII: Articulation

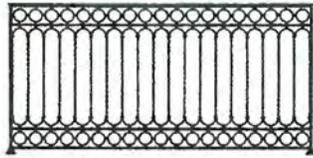
a. **ENTRIES: COMMERCIAL & MIXED USE**

3. **Detail:** ...*Residential entries* should be clearly identified and *dignified*.





METAL ROOF



IRON RAILING



ORNAMENTAL RAILING



CLEAR LOW-E GLASS



ALUMINUM CLAD WOOD
ORNAMENTAL WINDOW



ALUMINUM CLAD WOOD
RESIDENTIAL WINDOW



GRANITE OR OTHER COMPARABLE
MASONRY MATERIAL



LIMESTONE OR OTHER COMPARABLE
MASONRY MATERIAL



BRICK



STOREFRONT WINDOW WITH
PAINTED ALUMINUM FRAME

V.O.W. Design Guidelines, pg. 23:

VIII. Materials

COMMERCIAL & MIXED USE:

"Acceptable materials include **modular brick**, rough faced or **dressed limestone** and exterior grade stucco with wood trim. Wood, aluminum or vinyl siding, metals [when used as wall], rough / random lannon stone, concrete block and glass block are not acceptable materials."

MULTIFAMILY RESIDENTIAL

"Acceptable materials include **modular brick**, limited areas of **dressed limestone** and exterior grade stucco with wood trim. Wood siding is allowed on secondary facades [...] only. Aluminum or vinyl siding, metals [when used as wall], rough / random lannon stone, concrete block and glass block are not acceptable materials. EIFS may be allowed if the location is limited to the second floor facades or higher and the finish resembles troweled exterior grade stucco."

V.O.W. Design Guidelines, pg. 11:

VI: Proportion / Scale

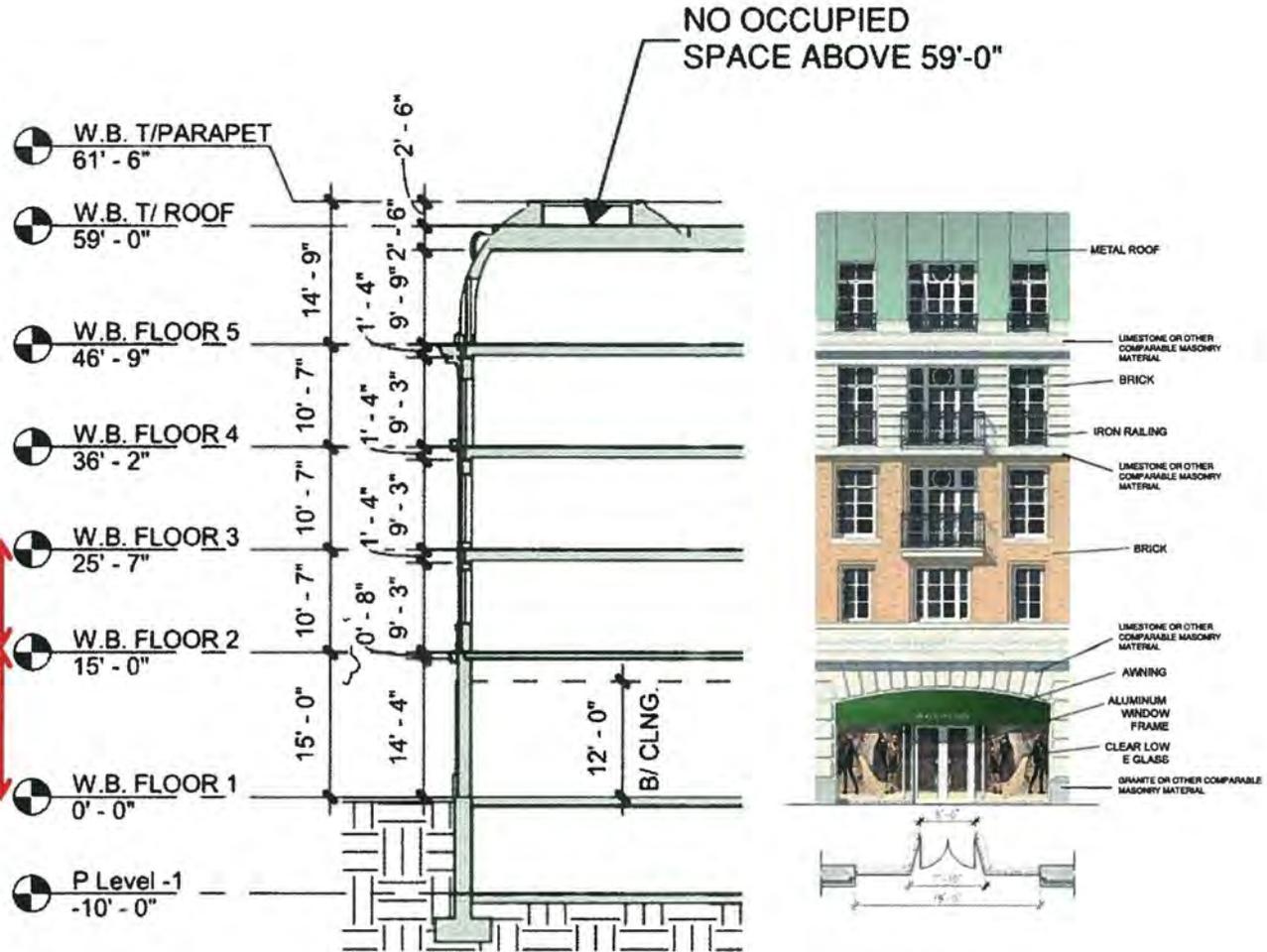
a. HORIZONTAL RHYTHM

Commercial & Mixed Use:...The height of street level elevations (floor to floor) should be 20% greater than the upper floor to floor dimensions.

15'-0" > 10'-7" BY 20%

10'-7" TYPICAL

15'-0" TYPICAL



V.O.W. Design Guidelines, pg. 43:

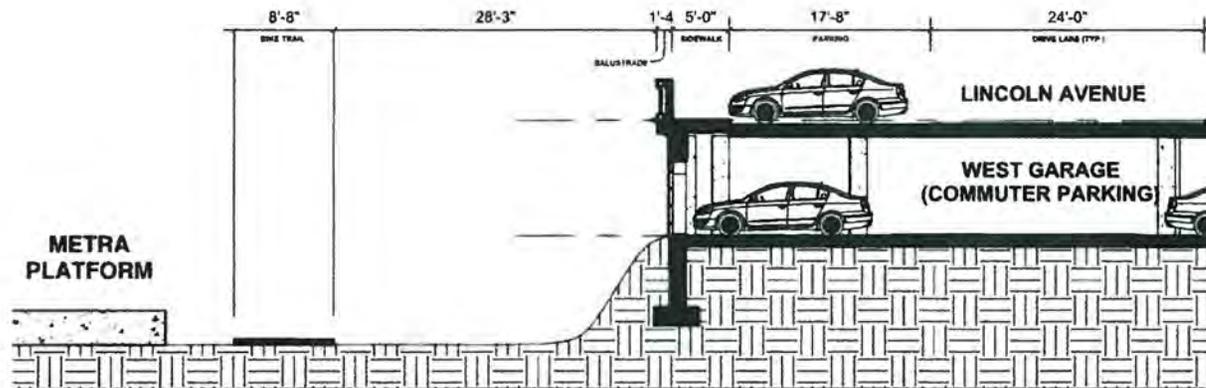
XI: Vehicular Zones

c. PARKING AND SERVICE AREAS

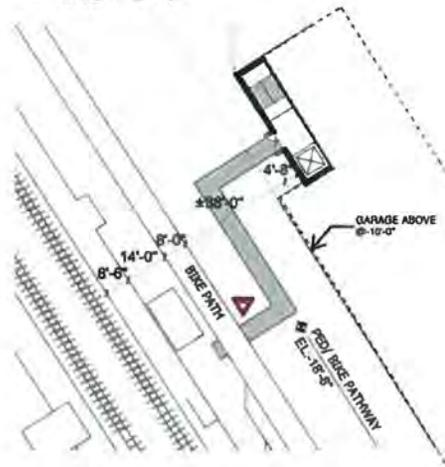
In all Business, Multifamily Residential and Institutional areas, parking is both an essential component and a scarce commodity, which is absolutely necessary to the vitality of the business districts....For current and future developments, every effort must be made to save, enhance and / or expand both public and private parking areas.



KEY CONCEPT: Attractive architecture & landscape screens parking, matches Elm Street bridge.



1 WEST GARAGE SECTION - E-W
1/16" = 1' - 0"



1 WEST GARAGE-PLAN DETAIL
1/16" = 1' - 0"

V.O.W. Design Guidelines, pg. 56:

4: Parking Structure Landscaping:
A minimum 5'-0" landscape setback should be placed at the base of the parking structure, adjacent to pedestrian areas in the public way.

V.O.W. Design Guidelines, pg. 73:

XV: Open Space
5: Metra Stations: The appearance of the... railroad right of way should be improved...with particular attention at the Business Districts. The railroad embankments should implement significant landscaping with emphasis on seasonal interest.

V.O.W. Design Guidelines, pg. 56:

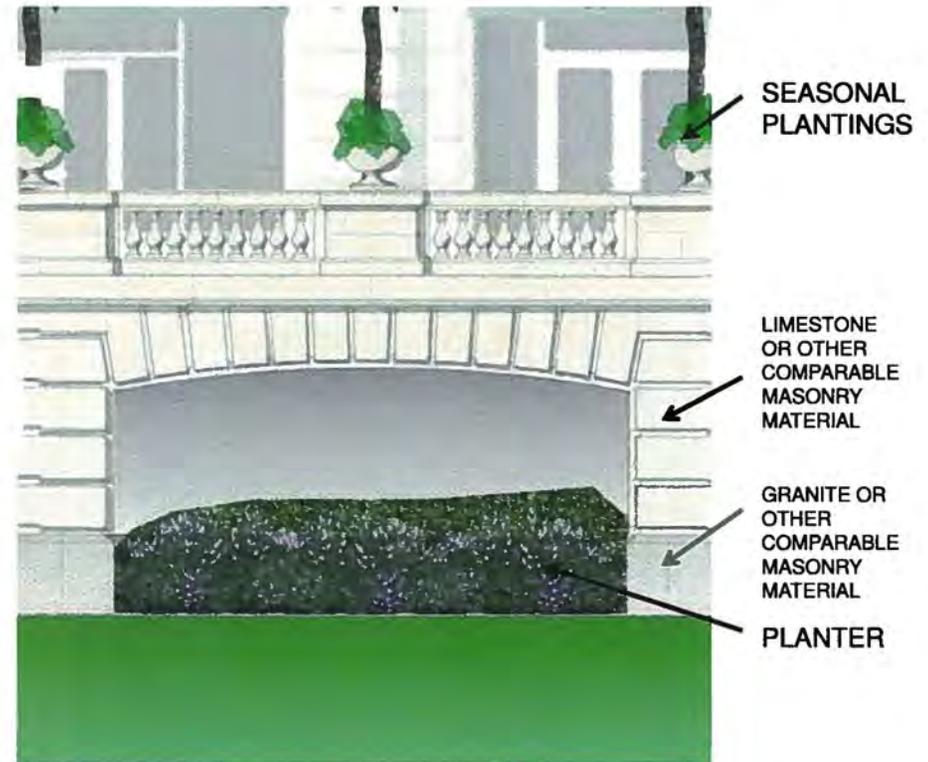
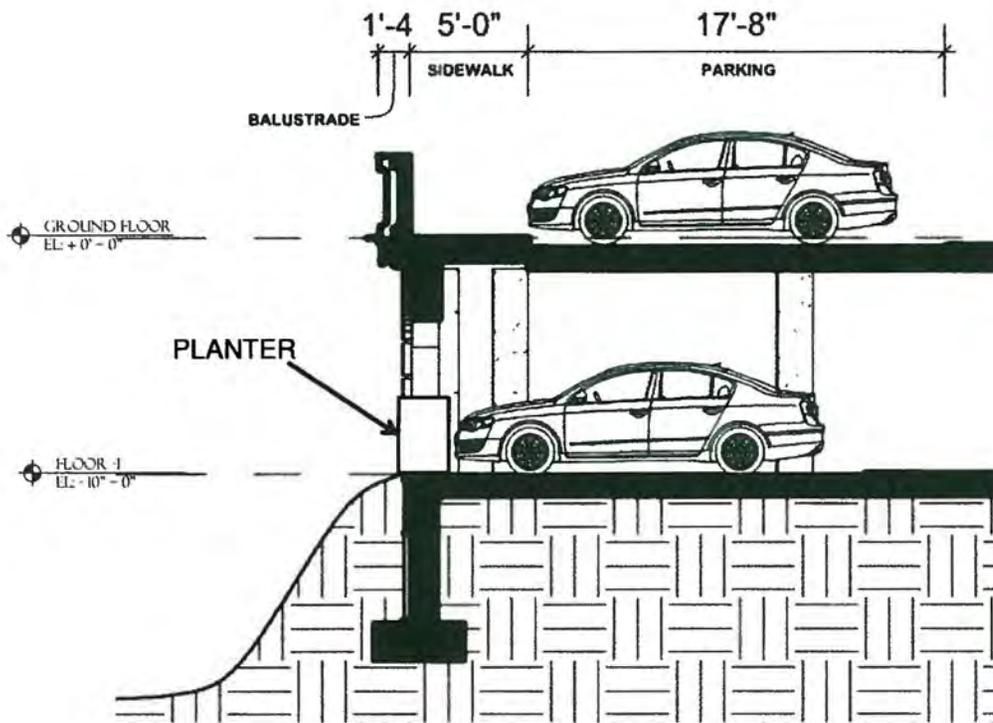
4: Parking Structure Landscaping:
A minimum 5'-0" landscape setback should be placed at the base of the parking structure, adjacent to pedestrian areas in the public way.

V.O.W. Design Guidelines, pg. 56:

4: Parking Structure Landscaping:
...Vines should be planted and...encouraged to grow up the structure...Planters should be incorporated.

V.O.W. Design Guidelines, pg. 73:

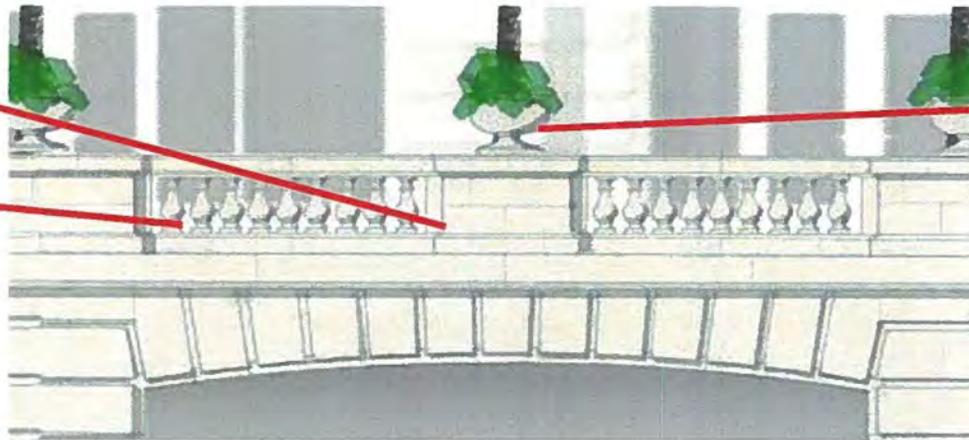
XV: Open Space
5: Metra Stations: The appearance of the... railroad right of way should be improved...with particular attention at the Business Districts. The railroad embankments should implement significant landscaping with emphasis on seasonal interest.



**PODIUM BLOCK
(TYP.)**

BALUSTRADE

**URN WITH SEASONAL
PLANTINGS (TYP.)**



**PROPOSED WEST GARAGE
DETAIL**

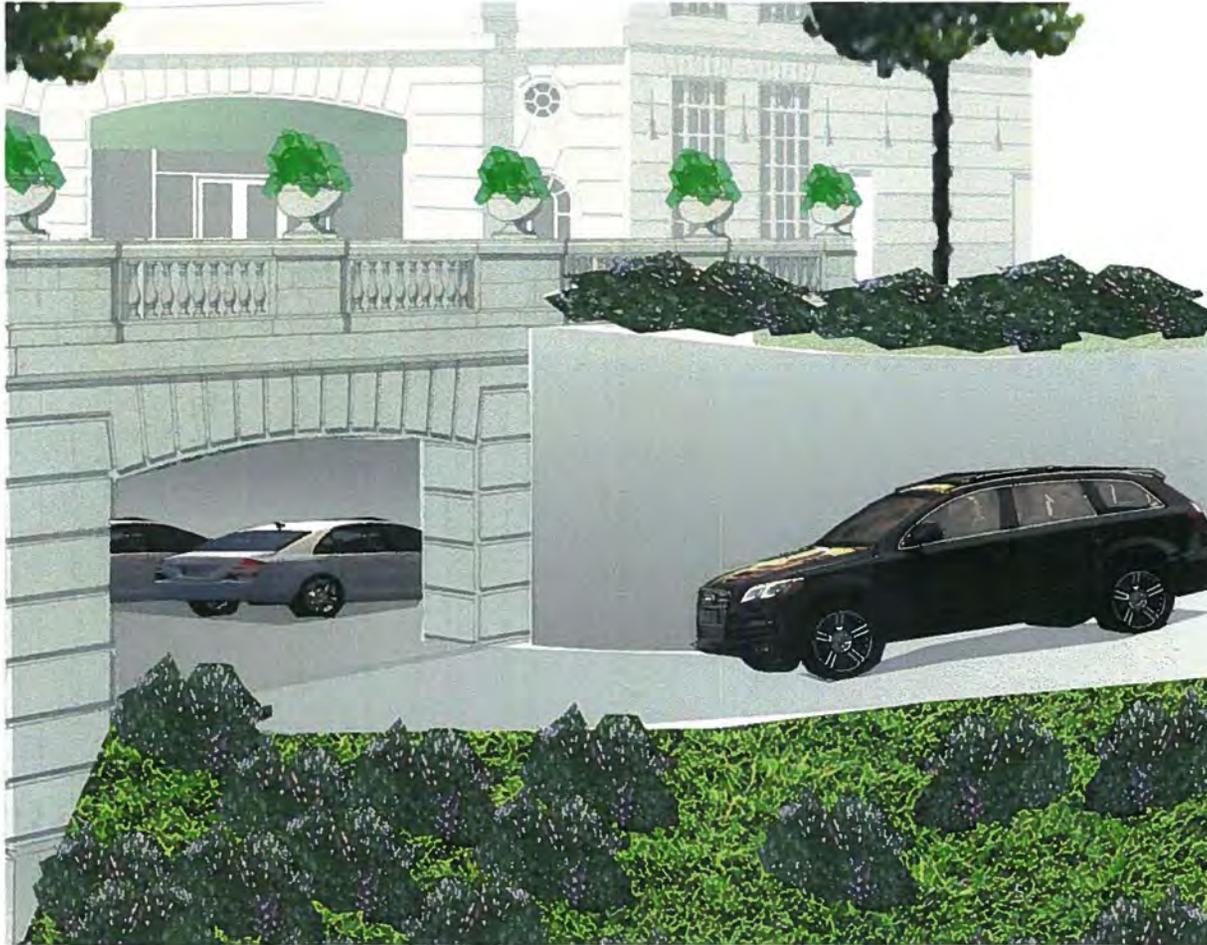
**PODIUM BLOCK
(TYP.)**

BALUSTRADE

**URN (OFTEN FILLED WITH
SEASONAL PLANTINGS)**



**EXISTING ELM STREET
BRIDGE DETAIL**





V.O.W. Design Guidelines, pg. 26:

IX: Service, Secondary Facades & Parking Structures

c. PARKING STRUCTURES:

Parking structures at a commercial development should be incorporated so that the blend with the architecture of the development....Building materials, details & articulation should be consistent with the development.

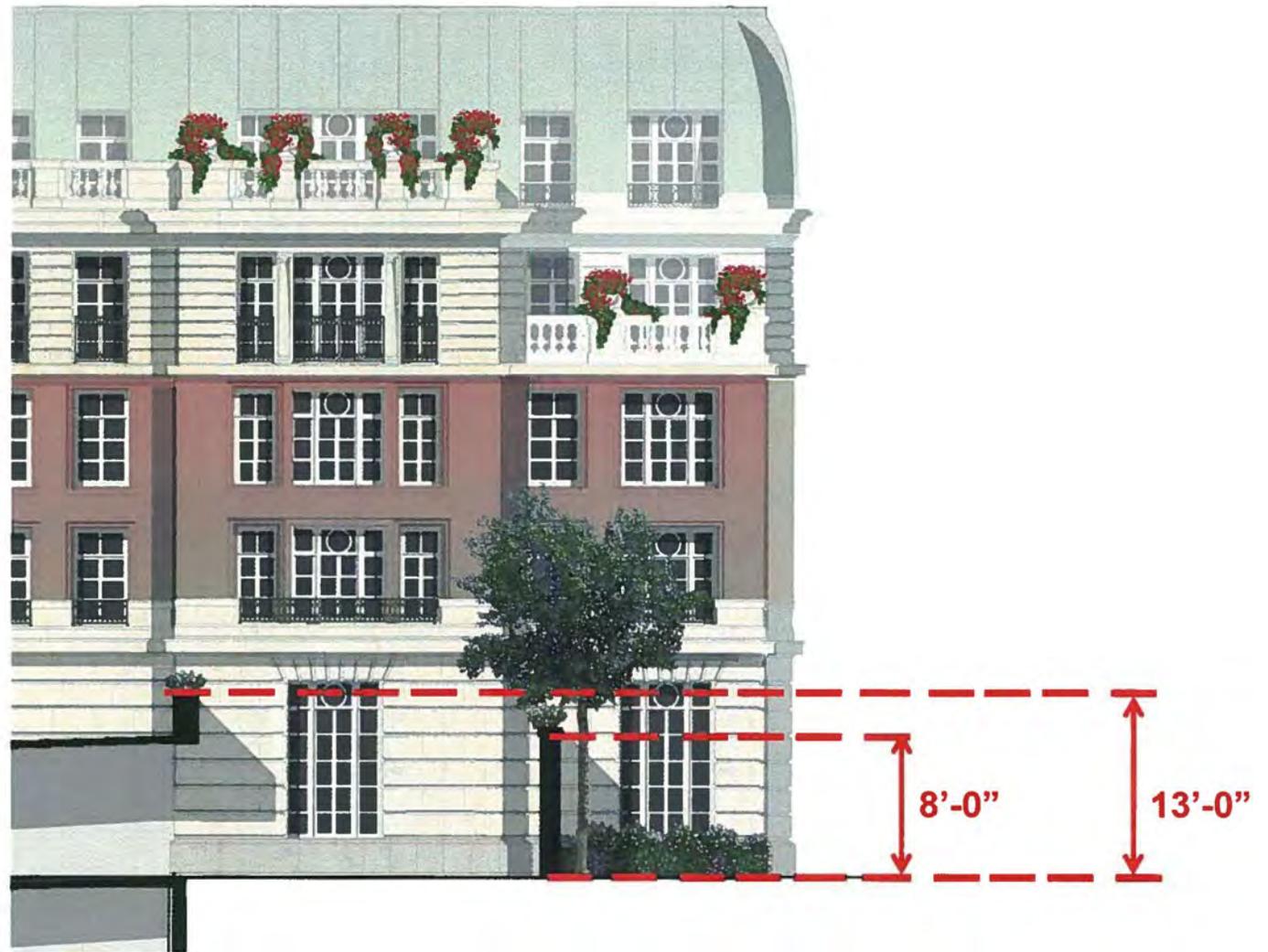
V.O.W. Design Guidelines, pg. 43:

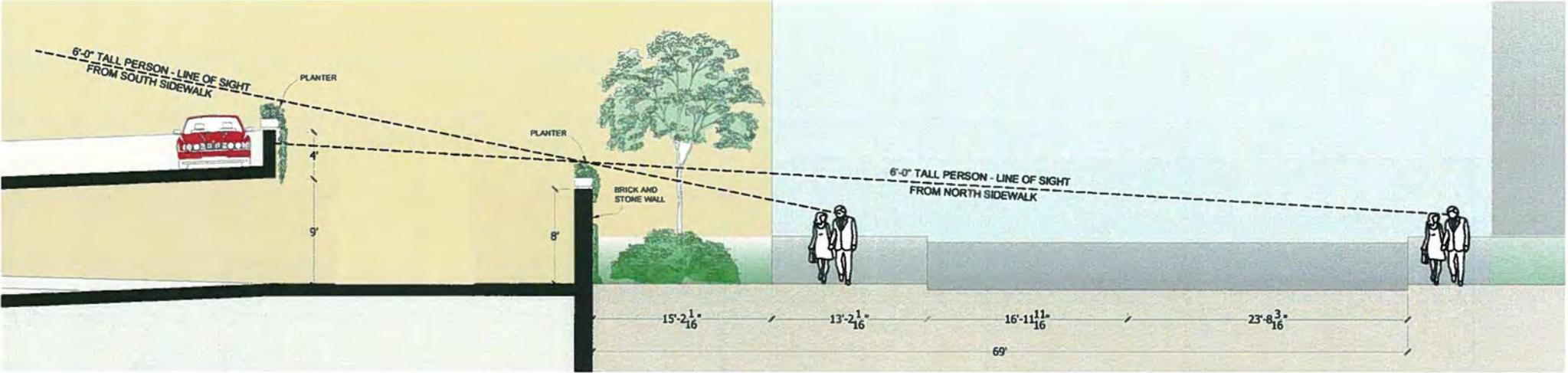
XI: Vehicular Zones

c. PARKING AND SERVICE AREAS

In all Business, Multifamily Residential and Institutional areas, parking is both an essential component and a scarce commodity, which is absolutely necessary to the vitality of the business districts....For current and future developments, every effort must be made to save, enhance and / or expand both public and private parking areas.

KEY CONCEPT: Architectural & landscape screening create attractive pedestrian experience, blend with context.





TOP ROOF

3RD FLOOR

2ND FLOOR
EL: +15' - 0"

GROUND FLOOR
EL: + 0' - 0"



V.O.W. Design Guidelines, pg. 11:

VI: Proportion / Scale

a. HORIZONTAL RHYTHM

Commercial & Mixed Use...The retail storefront should be differentiated from the upper stories...The storefront should be harmonious in scale and proportion with adjacent and facing structures.

V.O.W. Design Guidelines, pg. 16:

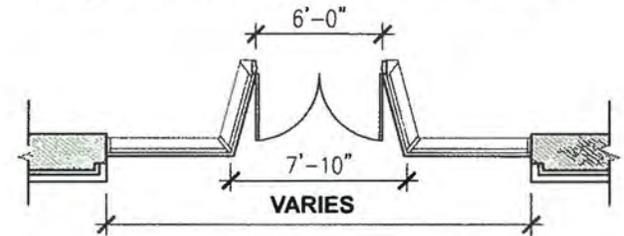
VII: Articulation

a. ENTRIES: COMMERCIAL & MIXED USE

3. Detail: ...the storefront doorway should be recessed and have an awning so as to provide protection from the elements for shoppers.

b. WINDOW & DOOR FENESTRATION

Storefront windows are required in commercial buildings on the primary facade[s] at street level. Storefront windowsill heights cannot exceed 1'-6"



TYPICAL RETAIL ENTRY & BAY



TOP ROOF

4TH FLOOR

3RD FLOOR

2ND FLOOR
EL: +15' - 0"

GROUND FLOOR
EL: +0' - 0"



11'-0" TO 12'-0"

4" SILL

V.O.W. Design Guidelines, pg. 11:

VI: Proportion / Scale

a. HORIZONTAL RHYTHM

Commercial & Mixed Use...The retail storefront should be differentiated from the upper stories...The storefront should be harmonious in scale and proportion with adjacent and facing structures.

V.O.W. Design Guidelines, pg. 16:

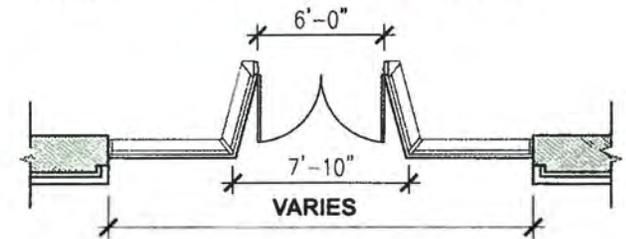
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TYPICAL RETAIL ENTRY & BAY



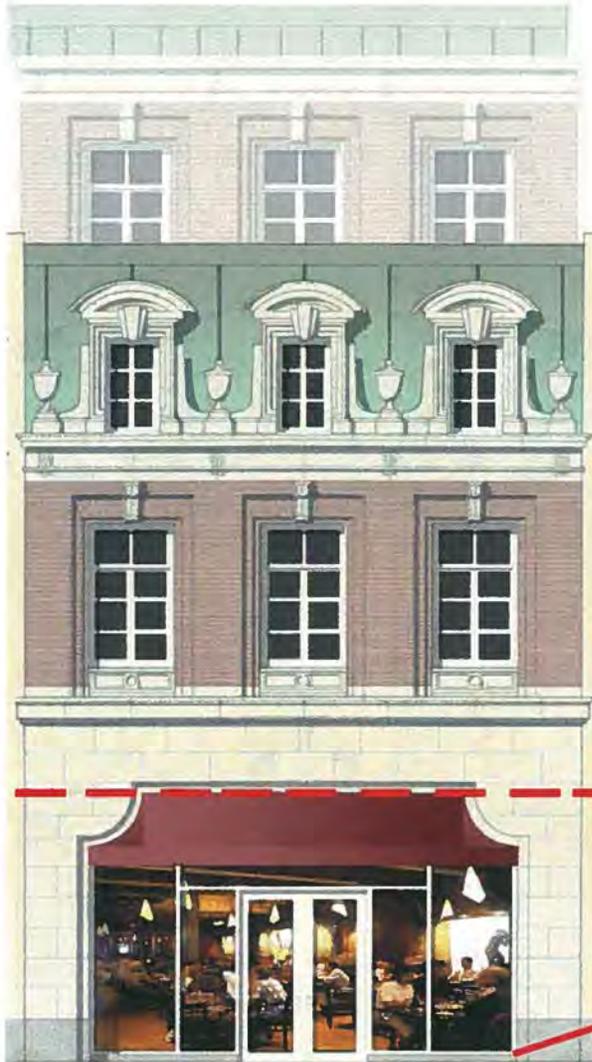
TOP ROOF

4TH FLOOR

3RD FLOOR

2ND FLOOR
EL: +15' - 0"

GROUND FLOOR
EL: + 0' - 0"



11'-0" TO 12'-0"

4" SILL

V.O.W. Design Guidelines, pg. 11:

VI: Proportion / Scale

a. HORIZONTAL RHYTHM

Commercial & Mixed Use...The retail storefront should be differentiated from the upper stories...The storefront should be harmonious in scale and proportion with adjacent and facing structures.

V.O.W. Design Guidelines, pg. 16:

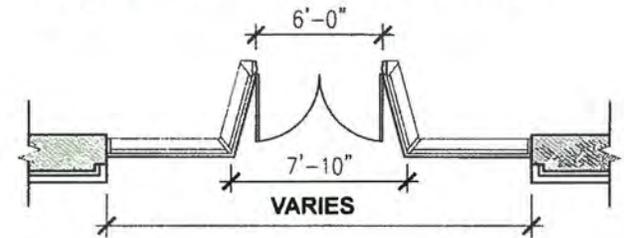
VII: Articulation

a. ENTRIES: COMMERCIAL & MIXED USE

3. Detail: ...the storefront doorway should be recessed and have an awning so as to provide protection from the elements for shoppers.

b. WINDOW & DOOR FENESTRATION

Storefront windows are required in commercial buildings on the primary facade[s] at street level. Storefront windowsill heights cannot exceed 1'-6"



TYPICAL RETAIL ENTRY & BAY





V.O.W. Design Guidelines, pg. 16:

- VII: Articulation
 - a. ENTRIES: COMMERCIAL & MIXED USE
 - 3. Detail: ...the storefront doorway should be recessed and have an awning so as to provide protection from the elements for shoppers.
 - b. WINDOW & DOOR FENESTRATION
 - Storefront windows are required in commercial buildings on the primary facade[s] at street level. Storefront windowsill heights cannot exceed 1'-6"

11'-0" TO 12'-0"

4" SILL



TOP ROOF

4TH FLOOR

3RD FLOOR

2ND FLOOR
EL: +15' - 0"

GROUND FLOOR
EL: +0' - 0"



V.O.W. Design Guidelines, pg. 16:

VII: Articulation

a. ENTRIES: COMMERCIAL & MIXED USE

3. Detail: ...the storefront doorway should be recessed and have an awning so as to provide protection from the elements for shoppers.

b. WINDOW & DOOR FENESTRATION

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11'-0" TO 12'-0"

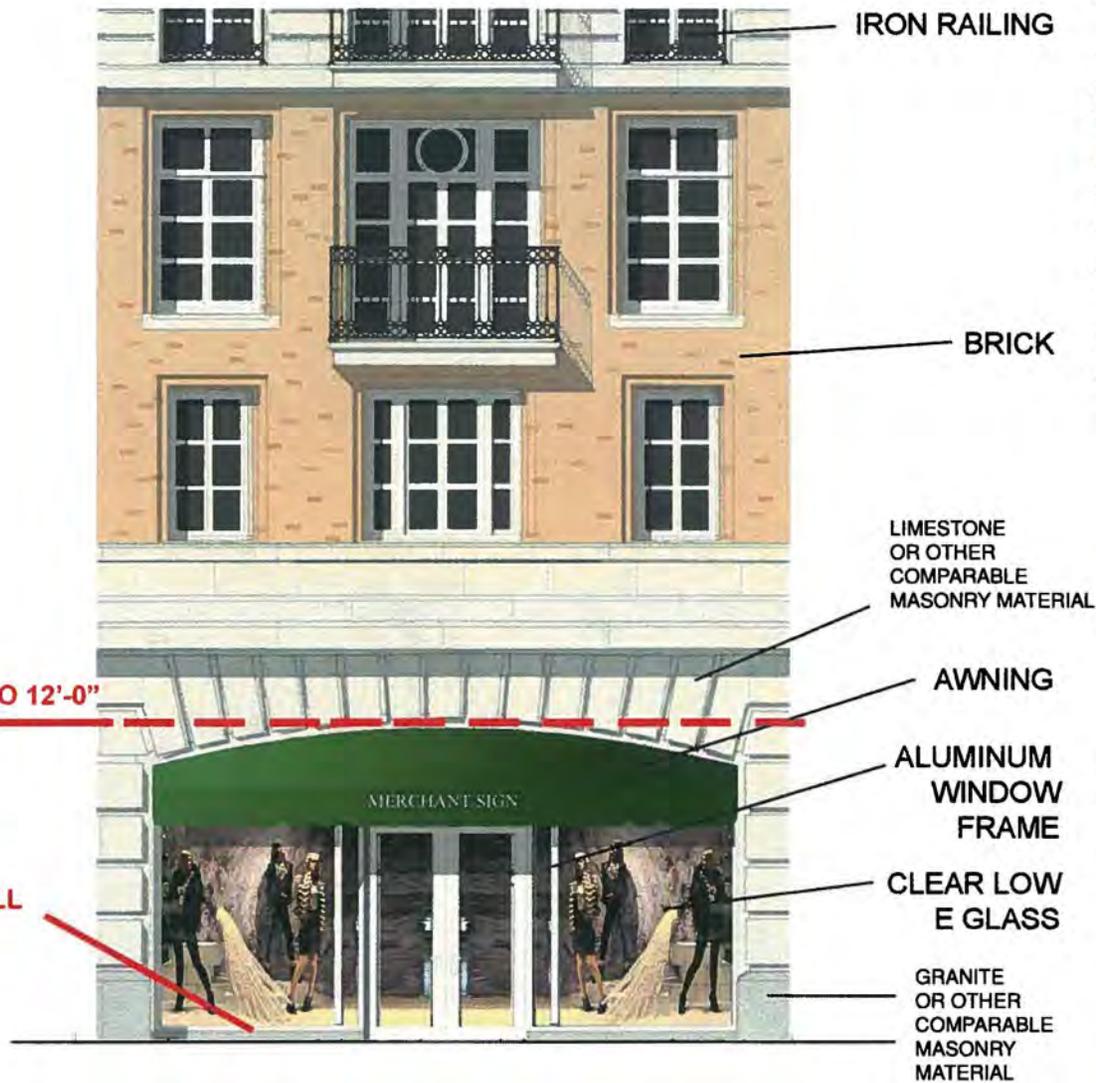
4" SILL



PROPOSED RETAIL HEIGHT - TOWNHOUSE 6

LUCIEN LAGRANGE STUDIO

10/10/2016
ARCHITECTURE



V.O.W. Design Guidelines, pg. 11:

VI: Proportion / Scale

a. HORIZONTAL RHYTHM

Commercial & Mixed Use...The retail storefront should be differentiated from the upper stories...The storefront should be harmonious in scale and proportion with adjacent and facing structures.

V.O.W. Design Guidelines, pg. 16:

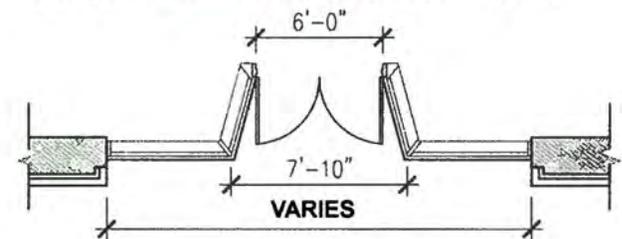
VII: Articulation

a. ENTRIES: COMMERCIAL & MIXED USE

3. Detail: ...the storefront doorway should be recessed and have an awning so as to provide protection from the elements for shoppers.

WINDOW & DOOR FENESTRATION

Storefront windows are required in commercial buildings on the primary facade[s] at street level. Storefront windowsill heights cannot exceed 1'-6"



TYPICAL RETAIL ENTRY & BAY



EXHIBIT H

Rendering and Aerial Views Plan











WEST GARAGE - LOOKING NORTH

ONE
WINNETKA

LUCIEN LAGRANGE STUDIO

10/10/2016
RENDERINGS









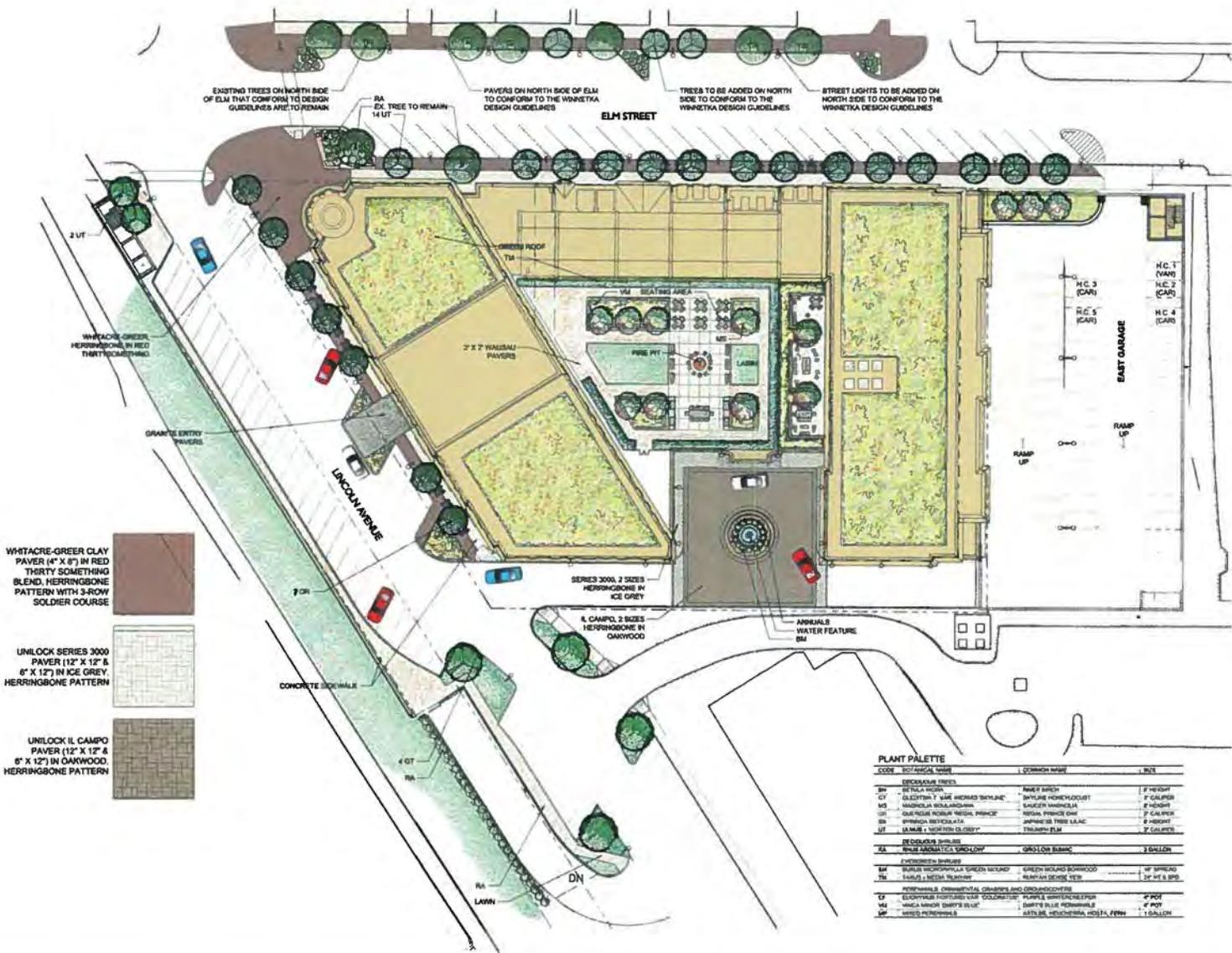
MOTORCOURT - LOOKING NORTH



TERRACE – LOOKING NORTH



EXHIBIT I
Landscape Plan



- WHITACRE-GREER CLAY PAVER (4" X 8") IN RED THIRTY SOMETHING BLEND, HERRINGBONE PATTERN WITH 3-ROW SOLDIER COURSE
- UNLOCK SERIES 3000 PAVER (12" X 12" & 6" X 12") IN ICE GREY, HERRINGBONE PATTERN
- UNLOCK IL CAMPO PAVER (12" X 12" & 6" X 12") IN OAKWOOD, HERRINGBONE PATTERN

PLANT PALETTE

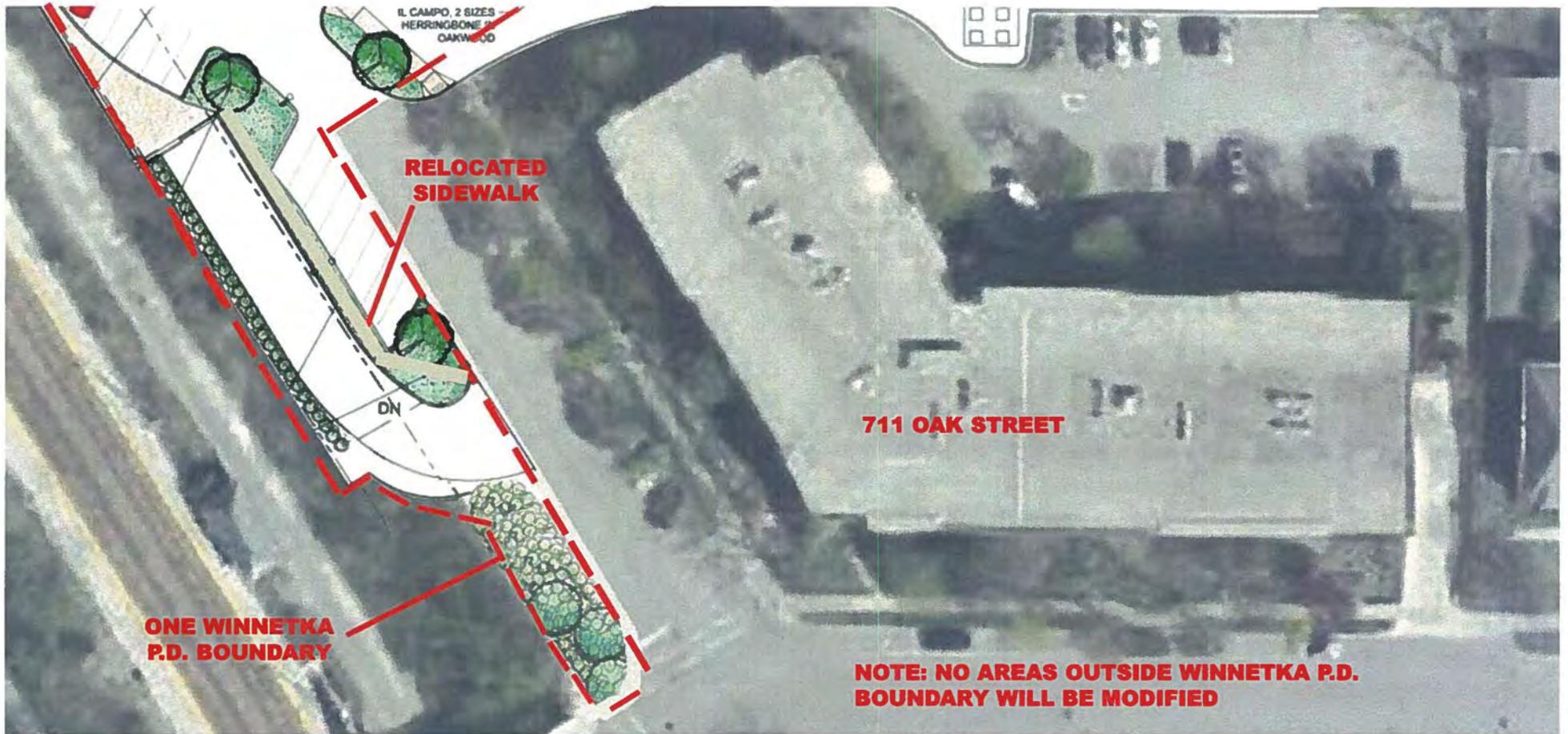
CODE	BOTANICAL NAME	COMMON NAME	SIZE
DECIDUOUS TREES			
BN	BE BILLY BUSH	BIRD'S BUSH	4' HEIGHT
CT	CELESTINA F. NINE HERONS SKYLINE	SKYLINE HORSESHOE	4' CALIPER
MS	MADRIDIAN BRILLIANTISS	BRILLIANT	4' HEIGHT
OR	ORANGE ROSEAU NEPAL PRINCE	NEPAL PRINCE	4' CALIPER
SN	SPRING BIRCH/ALTA	JAPANESE TREE LILAC	4' HEIGHT
UT	UNION SQUARE	UNION SQUARE	2' CALIPER
DECIDUOUS SHRUBS			
SA	SARIS ARBORESCENS UNCLE TOM	UNCLE TOM	3' GALLON
PERENNIALS			
BA	BALDWIN'S BLUEBELLS	GREEN WOUND SWISSWOOD	4" SPREAD
TE	TRICOLOR	TRICOLOR	24" Ht & 8" Spd
PERENNIALS & ORNAMENTAL GRASSES AND ORNAMENTALS			
CF	CORONILLA	PURPLE CORONILLA	4" POT
VA	VICCA MINOR	DAFFLE BLUE PERENNIALS	4" POT
SP	SPIDER PLANT	SPIDER PLANT	1' GALLON

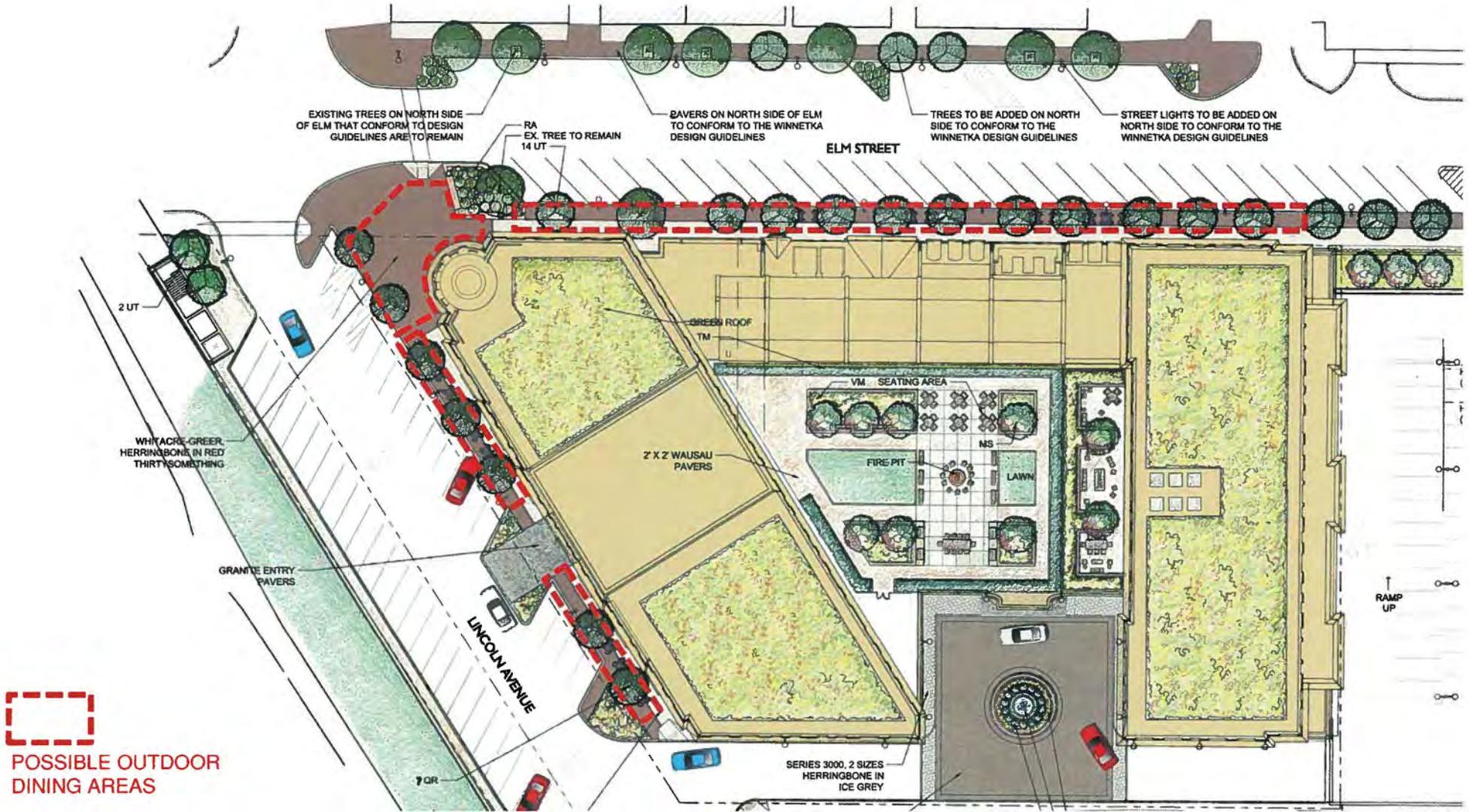


LANDSCAPE SITE PLAN

DANIEL WEINBACH & PARTNERS Ltd.

10/10/2016
LANDSCAPE







V.O.W. Design Guidelines, pg. 27:

PUBLIC SPACES / STREETSCAPES

X. Pedestrian Zones & Circulation
 Attention should be paid to ensure all pedestrian zones created, altered & amended...enhance Winnetka's pedestrian friendly character.

V.O.W. Design Guidelines, pg. 30:

X. Pedestrian Zones & Circulation
4. Decorative Paving: Decorative brick pavers should be used along sidewalks, at corners and in plazas to enhance the attractiveness of an area and to define pedestrian activity areas.

V.O.W. Design Guidelines, pg. 35:

X. Pedestrian Zones & Circulation
d. Pedestrian Zone Landscaping: Streetscapes within the business districts...should be designed to provide pedestrians with shade & visual character.

V.O.W. Design Guidelines, pg. 40:

X. Pedestrian Zones & Circulation
2. Corner Bump Outs: The village encourages the use of bump outs or widened walkways at street corners.



HARDSCAPE ON VILLAGE OF WINNETKA PROPERTY



PARKWAYS WILL BE CLAY PAVERS AND CONCRETE SIDEWALKS - ALL HARDSCAPE ON VILLAGE OF WINNETKA PROPERTY WILL CONFORM TO THE VILLAGE DESIGN GUIDELINES



WHITACRE GREER BRICK

HARDSCAPE ON ONE WINNETKA PROPERTY



UNILOCK IL CAMPO PAVERS



UNILOCK SERIES 3000 PAVERS



OAKWOOD



ICE GREY



ENTRY MARBLE PAVERS IN ECHO LAKE (COLDSRING)

V.O.W. Design Guidelines, pg. 30:

X. Pedestrian Zones & Circulation
4. Decorative Paving: Decorative brick pavers should be used along sidewalks, at corners and in plazas to enhance the attractiveness of an area and to define pedestrian activity areas.





REGAL PRINCE OAK



TRIUMPH ELM



JAPANESE TREE LILAC



SAUCER MAGNOLIA



BOXWOOD



DENSE YEW



GRO-LOW SUMAC



PERIWINKLE



PURPLELEAF WINTERCREEPER



SEDUM BLEND ON ROOF



ASTILBE MIX



HOSTA MIX

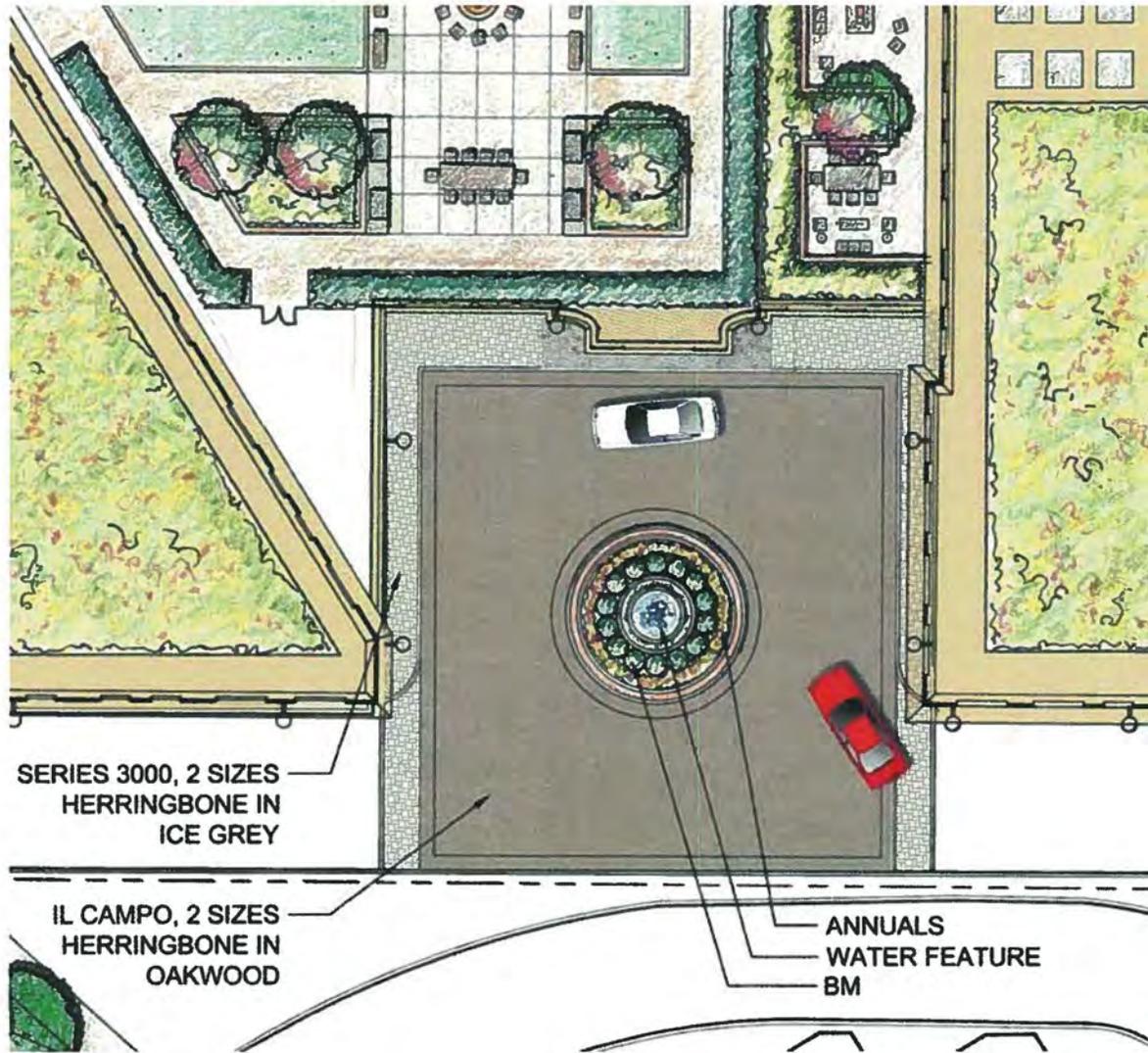


CORALBELL MIX



FERN MIX





SERIES 3000, 2 SIZES
HERRINGBONE IN
ICE GREY

IL CAMPO, 2 SIZES
HERRINGBONE IN
OAKWOOD

ANNUALS
WATER FEATURE
BM



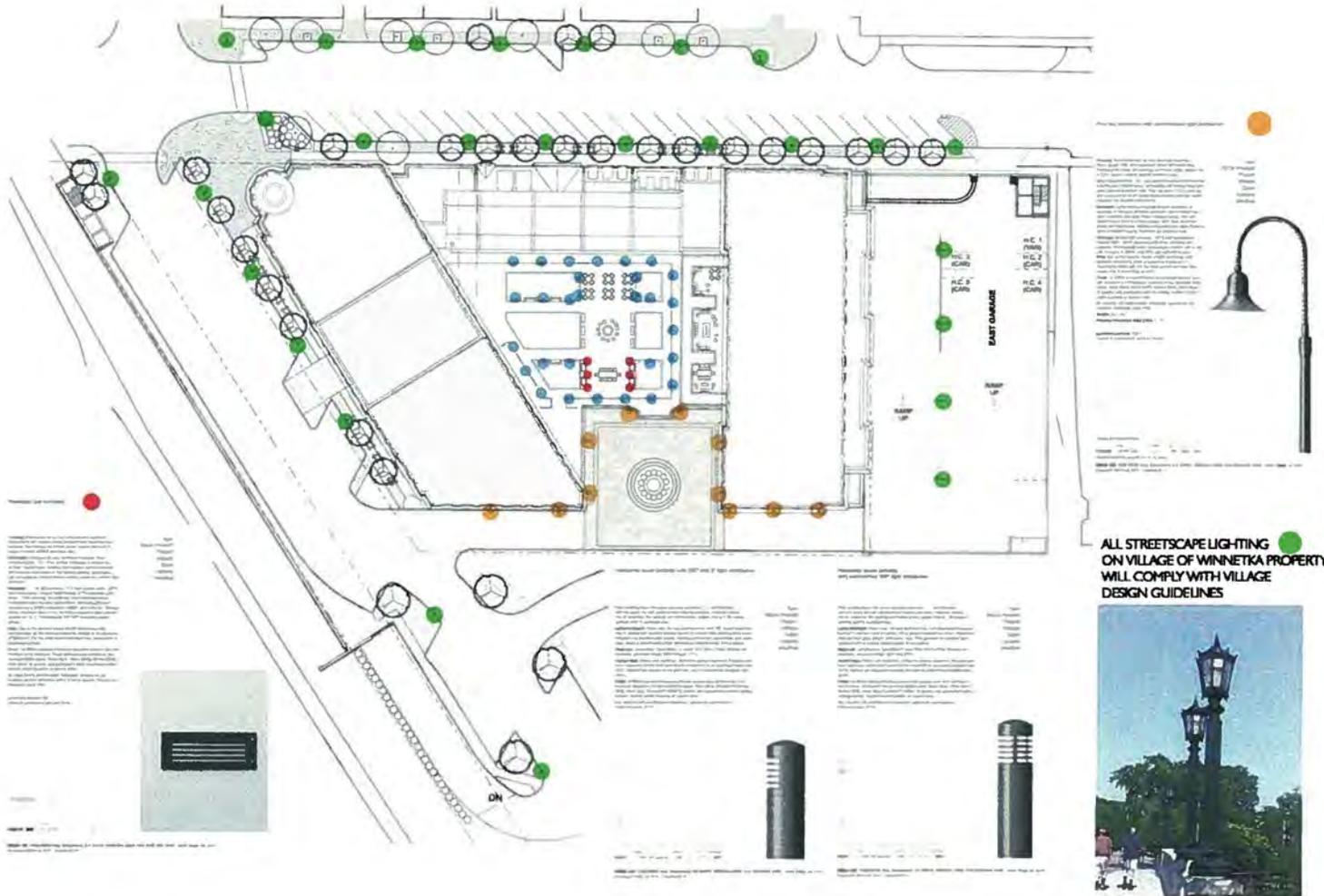
FIRE PIT ON AMENITY DECK
SIMILAR EXAMPLE





DECORATIVE FOUNTAIN AT ENTRY DRIVE
SIMILAR EXAMPLE





V.O.W. Design Guidelines, pg. 18:

VII: Articulation

c. **BUILDING LIGHTING**

1. Exterior Uses & Types: Exterior lighting should be carefully designed...Fixtures should be contextual with the [proposed] building.

V.O.W. Design Guidelines, pg. 58:

XI: Vehicular Zones

e. **LIGHTING IN VEHICULAR USE AREA**

...Light fixtures should coordinate with building architectural style...colors of light fixtures should be consistent with...the development's architectural style.

ALL STREETScape LIGHTING ON VILLAGE OF WINNETKA PROPERTY WILL COMPLY WITH VILLAGE DESIGN GUIDELINES



EXHIBIT J

Hadley Institute Plan

HADLEY INSTITUTE PLAN

The One Winnetka team will include pedestrian safety elements in the final Civil engineering design and construction phase logistics plans. The Village has to review and approve the plans and the One Winnetka team will coordinate with the Hadley Institute during the design process.

The following pedestrian safety measures will be considered for inclusion in the final Civil engineering design plans:

- Tactile sidewalk materials, including domed pavement.
- Tactile pathway systems at sidewalks and roadway crossings, such as the Armor Tile detectable guidance tile.
- In-pavement heating system to keep sidewalks clear of snow and ice.
- Streetscape plan with restaurant seating along the curb between the parkway trees to allow for a clear pedestrian pathway adjacent to the buildings.
- Driveway exit audible/visual warning systems at the Elm Street public parking facility, similar to devices that are commonly used at garage exits.
- Warning systems at pedestrian crosswalks, such as the TAPCO LaneLight in-road warning lights.
- Add a mid-block crossing of Lincoln Avenue at the pedestrian bridge across the Metra tracks.

The following pedestrian safety measures will be considered for inclusion in the final construction phase logistics plan:

- Temporary pedestrian crossing of Elm Street at Arbor Vitae, including a crosswalk warning system.
- Four-way stop at the Lincoln/Elm intersection, including a crosswalk warning system.

Tactile Systems

DETECTABLE GUIDANCE

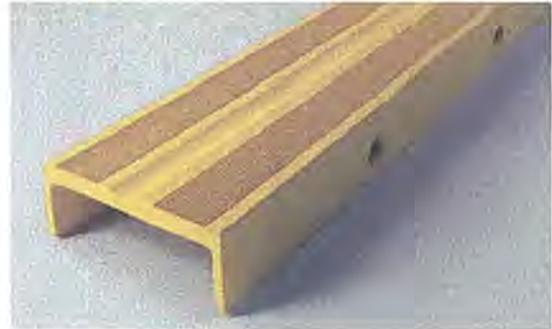
The detectable guidance tile is to be used as a tactile pathway for the visual community at pedestrian crossings in roadways, The integral embedment flanges are the complete anchoring system for a new construction application and is available in many different sizes.

Features:

- lowest cost installation
- integral embedment flanges are the complete anchoring system
- installed at less than 1/4" above adjacent surface for detectability
- size available; 4"x24"

Armor-Tile™ Detectable Guidance Tactile Detectable Warning Surface products for the following and many more applications.

- Curb Ramps
- Pedestrian Crossing
- Vehicular Passage Ways
- Parking Areas
- Escalator Approaches
- Top of Stair Landings and Wheelchair Ramps
- Transit Platforms
- Multi Modal Transit Stations



Available Product Colors

Federal Yellow	#33538
Ochre Yellow	#23594
Brick Red	#22144
Colonial Red	#20109
Ocean Blue	#15187
Onyx Black	#17038
Dark Gray	#36118
Light Gray	#26280
Pearl White	#37875

DETAILED GUIDANCE SYSTEM DRAWINGS

PART NUMBER AND TILE SIZE	AGT-S023-0424-SRT5 4"x24"
PDF	
AUTOCAD	
CAD DETAIL	

GUIDANCE SYSTEM SPECIFICATIONS

California ADA Compliant Specification Including Installation Instructions - PDF	
--	--

INSTALLATION INSTRUCTIONS

Detailed Installation Instructions - PDF	
--	--



TAPCO LaneLight In-Road Warning Lights

In-road lights alert motorists to the presence of a pedestrian crossing or preparing to cross the street. The amber lights are embedded in the pavement on both sides of the crosswalk and oriented to face oncoming traffic. TAPCO LaneLight in-road warning lights produce a bright, daytime-visible light focused directly in the driver's line of sight clearly indicating the curve, hazard, crosswalk, variable lane, or lane edge. This requires no interpretation by the driver resulting in increased visibility.

When the pedestrian activates the system, either by using a push-button or through detection from an automated device, the lights begin to flash in unison, warning the motorist that a pedestrian is in the vicinity of the crosswalk ahead. The flashing LEDs shut off after a set period of time, i.e., the time required for a pedestrian to safely cross the street.

Industry leading 3 million candela/m² LED output for full daytime visibility



Features & Advantages

- Industry leading ultra-bright 3 million candela/m² LED output for full daytime visibility
- Snowplow-safe
- Flat profile in road, bike-safe
- Maintenance-free design
- Automatic night dimming
- Standard or enhanced flash
- Variety of activation devices and methods
- Environmentally friendly
- Low power consumption
- Solar-power option
- Economical
- Ideal for mid-block locations
- MUTCD compliant
- 5 year warranty



RRFB and In Lane Light

RRFB and in lane light warning system on crosswalk.



[Watch video »](#)



Optional Push Button or Button Station

- Activated with less than 2 lbs force
- Provides two-tone audible confirmation as well as visual confirmation
- Cannot be jammed or stuck in "on" position
- Wind, hail and vibrations have no effect
- Superior grade pre-treatment and powder coat
- Stainless steel button cap
- Meets ADA, MUTCD and TAC requirements
- Transient protection that meets and exceeds NEMA specifications



Optional BlinkLink™ Web-based Traffic Device Monitor & Control Software System

Monitor BlinkerSign® and other ITS device status from any web-enabled computer. Comprehensive management of all device settings, schedules and messages. Real-time information allows you to respond immediately to changing situations.

[Learn More »](#)



Optional Wireless Bollard

Pedestrians and bicyclists can passively trigger flashing BlinkerSign® LED signs, in-pavement LEDs, beacon warning systems and other ITS devices. Actuators are housed in anodized aluminum cabinets that can be secured to concrete or asphalt.

- Install virtually anywhere, utilizing wireless control if needed
- Designed to interface with ITS devices
- Dependable, precise control with minimal maintenance
- Battery operated: no grid wiring required
- No trenching or concrete cutting required





Optional Motion and Presence Detector

Active infrared and microwave technologies work together to provide precise presence and accurate vehicle and pedestrian motion detection.

- Mountable between 8" and 16"
- Impervious to light, sun rain and snow
- Housing is rated NEMA-4

Brochure for In-road Warning Lights

[IWS-in-road-warning-lights.pdf](#) | file size: 920kb

Pedestrian Crosswalk Solutions

[1005-00117-keeping-pedestrians-safe.pdf](#) | file size: 4.5mb



Request Quote Online

Use our online form



Discuss Options With Us

Call us at 1-800-236-0112

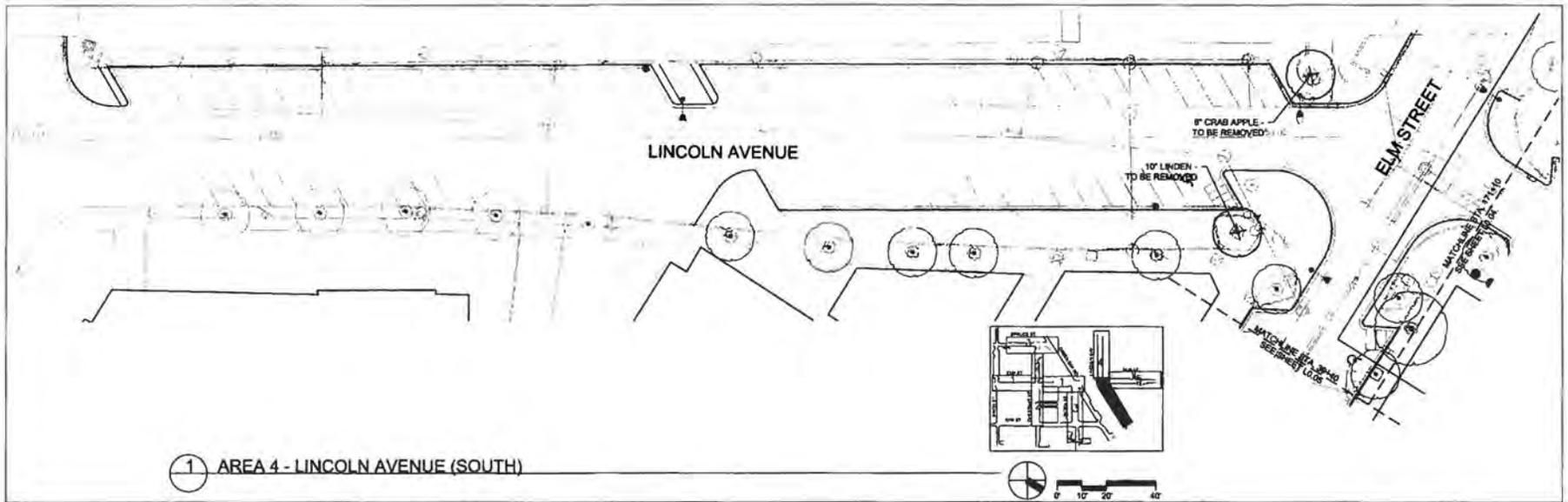
Other Activation Methods Available

Do you have a unique problem requiring a custom activated BlinkerSign® system? For years TAPCO has been providing custom stand-alone solar solutions. These electrical grid independent systems provide reliable warning when needed most in harsh environments, dangerous areas and remote locations.

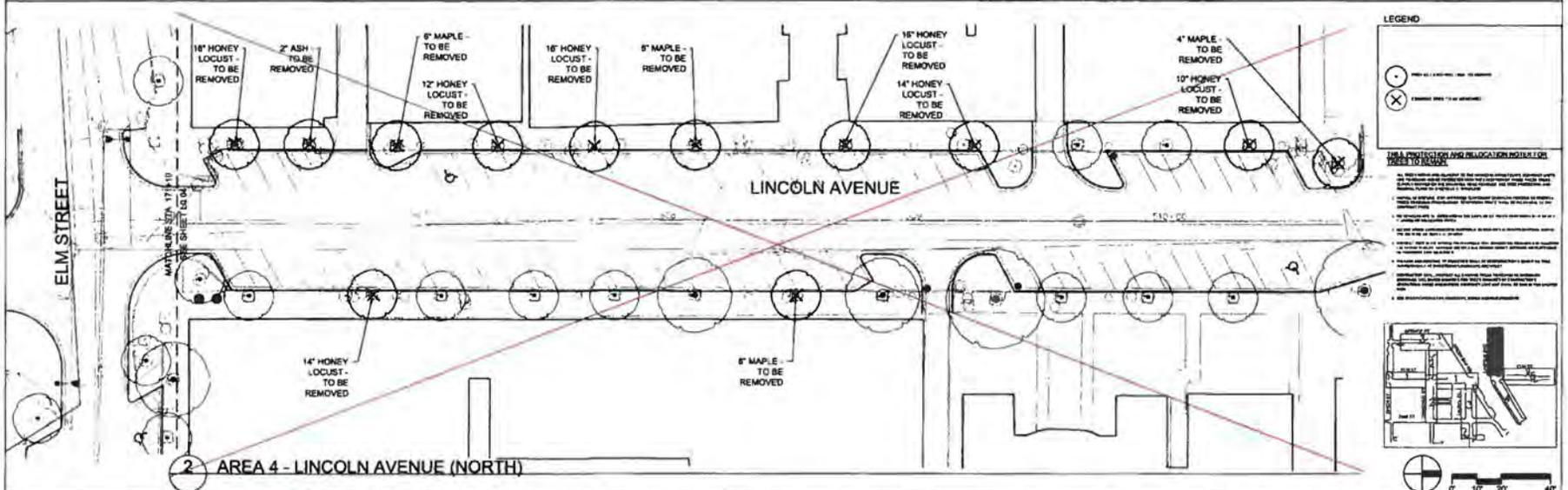
- Climate activation (fog, snow, ice, wind, etc.)
- In-ground inductive loop
- Temperature sensor
- Water sensor (flood detection)
- Overheight detection

Request quote

Exhibit K
Village Streetscape Plan



1 AREA 4 - LINCOLN AVENUE (SOUTH)



2 AREA 4 - LINCOLN AVENUE (NORTH)

LEGEND

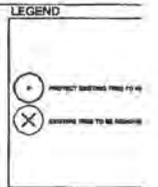
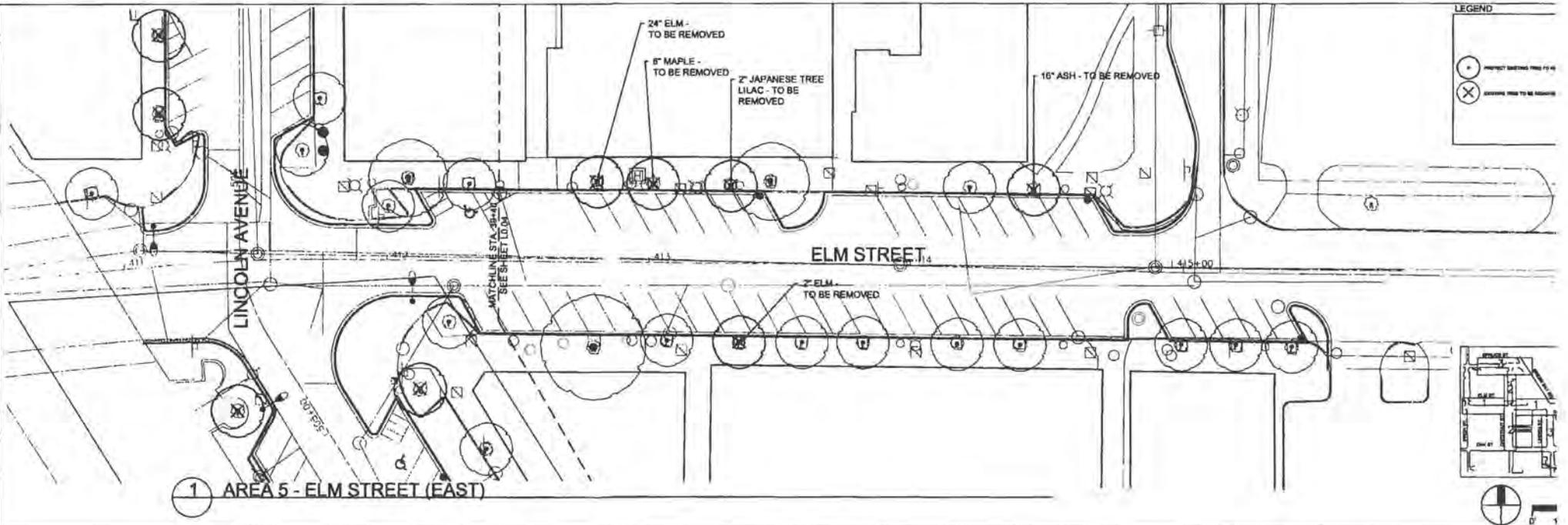
- - TREE TO BE REMOVED
- ⊗ - TREE TO BE PROTECTED

IN-A PROTECTION AND RELOCATION NOTES FOR TREES TO BE REMOVED:

1. All trees to be removed shall be marked with a circle containing an 'X' and a number indicating the tree's diameter at breast height (DBH) in inches.
2. All trees to be removed shall be marked with a circle containing an 'X' and a number indicating the tree's diameter at breast height (DBH) in inches.
3. All trees to be removed shall be marked with a circle containing an 'X' and a number indicating the tree's diameter at breast height (DBH) in inches.
4. All trees to be removed shall be marked with a circle containing an 'X' and a number indicating the tree's diameter at breast height (DBH) in inches.
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6. All trees to be removed shall be marked with a circle containing an 'X' and a number indicating the tree's diameter at breast height (DBH) in inches.
7. All trees to be removed shall be marked with a circle containing an 'X' and a number indicating the tree's diameter at breast height (DBH) in inches.
8. All trees to be removed shall be marked with a circle containing an 'X' and a number indicating the tree's diameter at breast height (DBH) in inches.
9. All trees to be removed shall be marked with a circle containing an 'X' and a number indicating the tree's diameter at breast height (DBH) in inches.
10. All trees to be removed shall be marked with a circle containing an 'X' and a number indicating the tree's diameter at breast height (DBH) in inches.

SCALE 0 10 20 40'

	DESIGNED — JB, MJ, JS, PH DRAWN — MJ, JE, PH CHECKED — JB, PH DATE — 01.08.2010	REVISED — REVISED — REVISED — REVISED —	VILLAGE OF WINNETKA STREETScape	TREE REMOVAL & PROTECTION PLAN		COUNTY — ILLINOIS	SHEET NO. 4 OF 24 SHEETS	TOTAL SHEET NO. 24
	SCALE: 1" = 20'-0"	SHEET NO. 4 OF 24 SHEETS		STA. TO STA.	CONTRACT NO.	FEED. ROAD DIST. NO. 1 - ELLIMON FEED. AND PROJECT		



1 AREA 5 - ELM STREET (EAST)

- TREE PROTECTION AND TREE TO REMAIN:**
- 1. All trees shown on this plan are to remain and to be protected with a 6" x 6" x 8' trench in the sidewalk and a 6" x 6" x 8' trench in the street. A 6" x 6" x 8' trench in the sidewalk and a 6" x 6" x 8' trench in the street shall be installed around the trunk of the tree to be protected.
 - 2. All trees shown on this plan are to be removed. The contractor shall remove the trees and stumps and shall dispose of them in accordance with the applicable codes and ordinances.
 - 3. All trees shown on this plan are to be protected with a 6" x 6" x 8' trench in the sidewalk and a 6" x 6" x 8' trench in the street. A 6" x 6" x 8' trench in the sidewalk and a 6" x 6" x 8' trench in the street shall be installed around the trunk of the tree to be protected.
 - 4. All trees shown on this plan are to be protected with a 6" x 6" x 8' trench in the sidewalk and a 6" x 6" x 8' trench in the street. A 6" x 6" x 8' trench in the sidewalk and a 6" x 6" x 8' trench in the street shall be installed around the trunk of the tree to be protected.
 - 5. All trees shown on this plan are to be protected with a 6" x 6" x 8' trench in the sidewalk and a 6" x 6" x 8' trench in the street. A 6" x 6" x 8' trench in the sidewalk and a 6" x 6" x 8' trench in the street shall be installed around the trunk of the tree to be protected.
 - 6. All trees shown on this plan are to be protected with a 6" x 6" x 8' trench in the sidewalk and a 6" x 6" x 8' trench in the street. A 6" x 6" x 8' trench in the sidewalk and a 6" x 6" x 8' trench in the street shall be installed around the trunk of the tree to be protected.

Chicago, Illinois 60606
Tel. 773.776.6000 Fax 773.776.4014

DESIGNED	- JB, MJ, JS, PH	REVISED	-
DRAWN	- MJ, JE, PH	REVISED	-
CHECKED	- JB, PH	REVISED	-
DATE	- 01.08.2010	REVISED	-

VILLAGE OF WINNETKA STREETScape

TREE REMOVAL & PROTECTION PLAN	
SCALE: 1" = 20'-0"	SHEET NO. 5 OF 24 SHEETS
STA. _____	TO STA. _____

F.A.U. RITE	SECTION	CDU
FED. ROAD DIST. NO. 1		ILLINOIS FED. AID PROJECT

INDEX OF SHEETS

SHEET NO	DESCRIPTION
1	COVER SHEET
2	INDEX OF SHEETS AND GENERAL NOTES
3	SUMMARY OF QUANTITIES
4	TYPICAL SECTIONS
5-7	ALIGNMENT, TIES AND BENCHMARKS
8-13	REMOVALS PLAN
14-19	PROPOSED PLAN AND ELEVATIONS
20-25	PROPOSED DRAINAGE PLAN
26-31	SIGNAGE LOCATION PLANS
32.01-32.07	SIGNAGE DETAIL PLANS
32.01-32.05	PROPOSED STRIPING PLAN
44-49	SUGGESTED STAGES OF CONSTRUCTION AND TRAFFIC CONTROL
L.O.01-L.O.06	TREE REMOVAL PLAN
L1.01-L1.06	LANDSCAPE LAYOUT PLAN
L2.01-L2.08	LANDSCAPE ENLARGEMENT PLAN
L3.01-L3.04	LANDSCAPING DETAILS
73	LIGHTING GENERAL NOTES AND LIST OF QUANTITIES
74-75	LIGHTING REMOVAL PLAN
76-99	LIGHTING PLAN
87	BRICK CROSSWALK DETAIL
88	TYPICAL JOINTING DETAIL

1. ALL UNDERGROUND UTILITY LOCATIONS, INCLUDING SANITARY SEWERS, STORM SEWERS, WATER MAINS, AND THEIR SERVICE LINES, SHOWN ON THE PLANS ARE APPROXIMATE ONLY. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO HAVE THE RESPECTIVE UTILITY COMPANIES FIELD-LOCATE ALL UTILITIES, ASCERTAIN THEIR STATUS AND ADJUST OR RELOCATE THESE UTILITIES, AS NECESSARY, PRIOR TO STARTING CONSTRUCTION. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT. THE CONTRACTOR SHALL NOTIFY ALL PUBLIC AND PRIVATE UTILITIES BEFORE STARTING CONSTRUCTION, INCLUDING, BUT NOT LIMITED TO:

A.

2. PROCUREMENT OF ALL NECESSARY PERMITS, AND PAYMENTS THEREOF, SHALL BE CONSIDERED THE CONTRACTOR'S RESPONSIBILITY.

3. ALL MATERIAL SHALL BE MANUFACTURED IN THE UNITED STATES OF AMERICA UNLESS OTHERWISE STATED IN THE PLANS. A LETTER OF CERTIFICATION OF THE COUNTRY OF ORIGIN WILL BE PROVIDED IF REQUESTED BY THE VILLAGE.

4. DURING THE CONSTRUCTION OPERATION WHEN ANY LOOSE MATERIAL IS DEPOSITED IN THE FLOW LINE OF DITCHES, CUTTERS, OR DRAINAGE STRUCTURES SO THE NATURAL FLOW OF WATER IS OBSTRUCTED, THE MATERIAL SHALL BE REMOVED AT THE CLOSE OF EACH WORKING DAY. AT THE CONCLUSION OF THE CONSTRUCTION OPERATIONS ALL DRAINAGE STRUCTURES SHALL BE FREE FROM AL, DIRT AND DEBRIS. THIS WORK SHALL NOT BE PAID FOR SEPARATELY BUT SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT.

5. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ASCERTAIN EXISTING FIELD CONDITIONS PRIOR TO BIDDING ON THIS PROJECT. NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR FAILURE TO VERIFY EXISTING DIMENSIONS OR CONDITIONS.

6. THE CONTRACTOR SHALL LIMIT HIS CONSTRUCTION ACTIVITIES TO THE WORK AREAS DESIGNATED ON THE PLANS. ANY DAMAGE TO AREAS OUTSIDE OF THESE LIMITS SHALL BE REPAIRED BY THE CONTRACTOR AT HIS OWN EXPENSE TO THE SATISFACTION OF THE ENGINEER.

7. THE CONTRACTOR SHALL OBTAIN AUTHORIZATION FROM THE ENGINEER BEFORE BEGINNING WORK ON ANY STREET.

8. THE CONTRACTOR AT HIS OWN EXPENSE SHALL BE REQUIRED TO RELOCATE ALL ROAD SIGNS WHICH INTERFERE WITH HIS CONSTRUCTION OPERATIONS AND TO TEMPORARILY RESET SUCH SIGNS DURING HIS CONSTRUCTION OPERATIONS. ALL WORK INVOLVING SIGNS SHALL BE COVERED BY THE FOLLOWING REQUIREMENTS:

A. SIGNS SHALL NOT BE REMOVED UNTIL PROGRESS OF WORK NECESSITATES REMOVAL.

B. EVERY SIGN REMOVED MUST BE RE-ERECTED AT A TEMPORARY LOCATION IN A WORKMANLIKE MANNER VISIBLE TO TRAFFIC ON THE HIGHWAY. ALL SUCH SIGNS MUST BE MAINTAINED STRAIGHT AND NEAT APPEARING FOR THE DURATION OF THE TEMPORARY SETTING.

C. ALL SIGNS MUST BE RE-ERECTED IN THEIR PERMANENT LOCATIONS AS DESIGNATED BY THE ENGINEER AS THE ROADWAY IS COMPLETED.

D. ALL SIGNS NOT REQUIRED FOR REUSE AFTER CONSTRUCTION IS COMPLETED SHALL REMAIN THE PROPERTY OF THE VILLAGE. THE CONTRACTOR SHALL BE REQUIRED TO STORE THEM AT THE JOB SITE FOR PICKUP BY THE VILLAGE.

E. ANY SIGN OR SIGN POST DAMAGED BY THE CONTRACTOR SHALL BE REPLACED AT HIS OWN EXPENSE. THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER A LIST OF ALL EXISTING DAMAGED SIGNS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.

F. THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER AN INVENTORY OF ALL SIGNS MOVED DURING CONSTRUCTION.

9. THE COST OF THE REMOVAL OF ANY EXISTING POLES, POSTS, TREE STUMPS OR OTHER OBSTRUCTIONS WHICH INTERFERE WITH THE PROPOSED IMPROVEMENTS AND WHICH ARE NOT TO BE REMOVED AS A SEPARATE PAY ITEM SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT.

10. PROPER DRAINAGE SHALL BE MAINTAINED IN THE IMPROVEMENT AREA DURING CONSTRUCTION. THE COST OF THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT.

11. THE CONTRACTOR SHALL PLACE WARNING SIGNS PRIOR TO PLACEMENT OF PRIME COAT AND COMMENCEMENT OF PAVING OPERATIONS OR AS DIRECTED BY THE ENGINEER. THIS WORK SHALL NOT BE A SEPARATE PAY ITEM, BUT SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT.

12. THE PROPOSED COMBINATION CONCRETE CURB AND CUTTER SHALL BE DEPRESSED ACROSS ALL DRIVEWAYS, HANDICAPPED RAMPS AND/OR AS DIRECTED BY THE ENGINEER. HANDICAPPED RAMPS SHALL BE PROVIDED AT ALL CROSS WALK LOCATIONS, AS INDICATED ON THE PLANS OR AS DIRECTED BY THE ENGINEER IN ACCORDANCE WITH THE 1007 STANDARD SPECIFICATIONS.

13. ALL DRIVEWAYS, CARRIAGE WALKS, AND SERVICE WALKS ADJACENT TO THE NEW CURB AND CUTTER AND MARKED FOR REMOVAL WILL BE RECONSTRUCTED TO PROVIDE GENTLE SLOPES AND PROFILES AS DIRECTED BY THE ENGINEER.

14. ALL DIMENSIONS SHOWN ARE FROM THE EDGE OF PAVEMENT UNLESS OTHERWISE SHOWN. ALL RADII SHOWN ARE FROM THE EDGE OF PAVEMENT.

15. GENERAL LOCATIONS OF MOST CURB AND CUTTER, DRIVEWAY AND SIDEWALK REMOVAL AND REPLACEMENT FOR THE STREETS TO BE REHABILITATED OR REPAIRED HAVE BEEN SHOWN ON THE PLANS. HOWEVER, ADDITIONAL AREAS REQUIRING REMOVAL AND REPLACEMENT MAY BE DETERMINED BY THE ENGINEER IN THE FIELD. PAVEMENT REMOVAL AND REPLACEMENT WILL ALSO BE DETERMINED BY THE ENGINEER IN THE FIELD. THE CONTRACT QUANTITIES HAVE BEEN ADJUSTED TO INCLUDE ALLOWANCES FOR WORK DETERMINED IN THE FIELD AT THE TIME OF CONSTRUCTION.

16. ALL PARKWAYS DISTURBED BY CONSTRUCTION OPERATIONS SHALL BE PROPERLY GRADED AND RECEIVE FOUR INCHES OF TOPSOIL AND SOODING.

17. THE CONTRACTOR SHALL BE REQUIRED TO MOVE ANY DECORATIVE ROCKS OR PAVER BRICKS THAT INTERFERE WITH CONSTRUCTION. UPON COMPLETION OF THE CONSTRUCTION, THE CONTRACTOR SHALL MOVE THESE ITEMS BACK TO THEIR ORIGINAL LOCATION AND TO THEIR ORIGINAL CONDITION. THIS WORK SHALL BE INCIDENTAL TO THE CONTRACT.

UTILITIES GENERAL

1. FRAMES AND LIDS/GRATES ON ALL NEW STRUCTURES WILL BE ADJUSTED TO THE FINAL ELEVATION OF THE AREA IN WHICH THEY ARE LOCATED AS PART OF THE STRUCTURE COST.

2. THE WORD "WATER", "SANITARY", OR "STORM" SHALL BE CAST INTO THE LID OF EACH RESPECTIVE VALVE VAULT OR MANHOLE REQUIRING A NEW FRAME AND LID.

3. FRAMES, LIDS AND GRATES OF EXISTING CATCH BASINS, TABLES, MANHOLES AND VALVE VAULTS WHICH ARE TO BE ABANDONED OR REPLACED IN THIS PROJECT SHALL BE SALVAGED AND REMAIN THE PROPERTY OF THE VILLAGE OF WINNETKA. THE CONTRACTOR SHALL DELIVER THESE CASTINGS TO A FACILITY DESIGNATED BY THE VILLAGE.

4. EXPENSE INVOLVED IN CONNECTING PROPOSED SEWERS TO EXISTING SEWERS OR PROPOSED SEWERS TO EXISTING SEWER STRUCTURES OR PROPOSED SEWER STRUCTURES TO EXISTING SEWERS WITH A CONCRETE COLLAR OR AS SPECIFIED BY THE ENGINEER SHALL BE CONSIDERED INCIDENTAL TO THE ITEM BEING CONNECTED.

5. ALL UTILITY STRUCTURES SHALL BE PRECAST REINFORCED CONCRETE ONLY.

6. ALL UTILITY STRUCTURES SHALL BE SET ON A SIX INCH 16" CA-7 CUSHION.

7. ALL UTILITY STRUCTURES SHALL HAVE NO MORE THAN TWO ADJUSTING RINGS WITHIN A MINIMUM OF FOUR INCHES (4") AND A MAXIMUM OF TWELVE INCHES (12") OF ADJUSTING RINGS.

8. ALL LIFTING HOLES, JOINTS BETWEEN PRECAST REINFORCED CONCRETE SECTIONS, GAPS BETWEEN PIPES AND STRUCTURES SHALL BE TUCKPOINTED WITH HYDRAULIC CEMENT.

9. OFFSETS TO STRUCTURES ARE FROM THE SURVEY BASELINE TO EDGE OF PAVEMENT. OFFSETS TO STRUCTURES NOT LOCATED ALONG THE EDGE OF PAVEMENT ARE FROM THE SURVEY BASELINE TO CENTER OF STRUCTURE.

DRAINAGE

1. ALL STORM SEWER, CLASS A SHALL BE REINFORCED CONCRETE PIPE WITH O-RING JOINTS AND CONFORM TO THE 1007 STANDARD SPECIFICATIONS.

2. ALL STORM SEWER, CLASS A SHALL BE CONSTRUCTED IN ACCORDANCE WITH SECTION 550 OF THE STANDARD SPECIFICATIONS EXCEPT THAT THE CONCRETE SEWER PIPE SHALL BE SEALED WITH PREFORMED FLEXIBLE GASKETS CONFORMING TO SECTION 1056 OF THE STANDARD SPECIFICATIONS. MASTIC JOINT SEALER WILL NOT BE ALLOWED.

3. ALL CASTINGS SHALL BE SET ON A BITUMASTIC MATERIAL.

VILLAGE OF WINNETKA
COMMERCIAL DISTRICT STREETScape

INDEX OF SHEETS AND GENERAL NOTES

CG Ciorba Group, Inc.
COMMERCIAL PHOTO ENGINEERS
2027 Albany Commercial Parkway, Suite 402
Chandler, Arizona 85224
Tel: 773.275.6288 Fax: 773.275.6234

DESIGNED	1/10/2010
DRAWN	
CHECKED	
DATE	01-12-2010

REVISED	
REVISED	
REVISED	
REVISED	

SCALE:	TOTAL SHEETS	SHEET NO.
	88	7

SUMMARY OF QUANTITIES			
CODE NO.	DESCRIPTION	UNIT	TOTAL
1	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	526
2	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	104
3	TEMPORARY FENCE	FOOT	370
4	TREE TRUNK PROTECTION	EACH	44
5	TREE ROOT PRUNING	EACH	50
6	TREE PRUNING (1 TO 10 INCH DIAMETER)	EACH	5
7	TREE PRUNING (OVER 10 INCH DIAMETER)	EACH	10
8	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	1100
9	POROUS GRANULAR EMBANKMENT, SUBGRADE	CU YD	150
10	TRENCH BACKFILL	CU YD	231
11	GEOTECHNICAL FABRIC	50 YD	4300
12	SUB-BASE GRANULAR MATERIAL, TYPE B 4"	50 YD	10780
13	PORTLAND CEMENT CONCRETE BASE COURSE 8"	50 YD	1950
14	PORTLAND CEMENT CONCRETE BASE COURSE 9"	50 YD	850
15	BITUMINOUS MATERIALS (PRIME COAT)	TON	195
16	AGGREGATE (PRIME COAT)	TON	7800
17	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", 650	TON	270
18	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	50 FT	39000
19	DETECTABLE MARKINGS	50 FT	900
20	PAVEMENT REMOVAL	50 YD	4300
21	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	50 YD	200
22	DRIVEWAY PAVEMENT REMOVAL	50 YD	280
23	CURB REMOVAL	FOOT	6230
24	COMBINATION CURB AND CUTTER REMOVAL	FOOT	1910
25	SIDEWALK REMOVAL	50 FT	61050
26	STORM SEWER REMOVAL 8"	FOOT	164
27	STORM SEWER REMOVAL 10"	FOOT	58
28	STORM SEWER REMOVAL 12"	FOOT	41
29	WATER SERVICE LINE 2 1/2"	FOOT	5150
30	CATCH BASIN, TYPE C, 4'-DIAMETER, TYPE I FRAME, CLOSED LID	EACH	2
31	CATCH BASIN, TYPE C, TYPE I FRAME, OPEN LID	EACH	31
32	MANHOLES, TYPE A, 4'-DIAMETER, TYPE I FRAME, CLOSED LID	EACH	8
33	INLETS, TYPE A, TYPE I FRAME, OPEN LID	EACH	2
34	CATCH BASINS TO BE ADJUSTED	EACH	13
35	CATCH BASIN TO BE RECONSTRUCTED	EACH	5
36	MANHOLES TO BE ADJUSTED	EACH	9
37	MANHOLES TO BE RECONSTRUCTED	EACH	1
38	INLETS TO BE ADJUSTED	EACH	2
39	INLETS TO BE RECONSTRUCTED	EACH	4
40	REMOVING CATCH BASINS	EACH	7
41	REMOVING INLETS	EACH	8
42	REMOVING CATCH BASINS TO MAINTAIN FLOW	EACH	2
43	REMOVING INLETS TO MAINTAIN FLOW	EACH	1
44	CONCRETE CURB, TYPE B	FOOT	1900
45	ENGINEER'S FIELD OFFICE, TYPE A	CAL NO	12
46	TRAFFIC CONTROL AND PROTECTION	L SUM	1

SUMMARY OF QUANTITIES			
CODE NO.	DESCRIPTION	UNIT	TOTAL
47	PAVEMENT MARKING TAPE, TYPE III	FOOT	15865
48	WORN ZONE PAVEMENT MARKING REMOVAL	50 FT	5328
49	THERMOPLASTIC PAVEMENT MARKING- LETTERS AND SYMBOLS	50 FT	23
50	THERMOPLASTIC PAVEMENT MARKING- LINE 4"	FOOT	3850
51	THERMOPLASTIC PAVEMENT MARKING- LINE 6"	FOOT	420
52	THERMOPLASTIC PAVEMENT MARKING- LINE 24"	FOOT	395
53	PAVEMENT MARKING REMOVAL	50 FT	4000
54	CONDUIT IN TRENCH, 4" DIA., GALVANIZED STEEL	FOOT	4000
55	HANDHOLE	EACH	12
56	HEAVY-DUTY HANDHOLE	EACH	9
57	ELECTRIC CABLE IN CONDUIT, 600V (XLPE-TYPE USE) 1/2" NO. 2	FOOT	350
58	TRENCH AND BACKFILL FOR ELECTRICAL WORK	FOOT	11400
59	LIGHTING CONTROLLER SPECIAL	EACH	7
60	LIGHT POLE FOUNDATION, 24" DIAMETER	FOOT	40
61	LIGHT POLE FOUNDATION, 24" DIAMETER, OFFSET	FOOT	30
62	REMOVAL OF EXISTING LIGHTING UNIT, SALVAGE	EACH	24
63	DETECTOR LOOP REPLACEMENT	FOOT	220
64	REMOVE EXISTING HANDHOLE	EACH	27
65	FESTOON RECEPTACLE, GROUND MOUNTED	EACH	6
66	POWER CORD CONTAINER WITH CAP	EACH	150
67	POWER CORD, 15 FOOT, WITH WATER-TIGHT CONNECTOR	EACH	150
68	POWER CORD WITH CONNECTOR	EACH	150
69	ELECTRIC SERVICE CONNECTION	EACH	7
70	CONDUIT IN TRENCH, 2" DIA., GALVANIZED STEEL, PVC COATED	FOOT	180
71	UNIT DUCT, 600V, 5-1/2" NO. 6, 1/2" NO. 8 GROUND, EPR-TYPE RHW, 1 1/2" DIA., POLYETHYLENE	FOOT	7250
72	UNIT DUCT, 600V, 4 1/2" NO. 6, 2-1/2" NO. 8 GROUND, EPR-TYPE RHW, 1 1/2" DIA., POLYETHYLENE	FOOT	9500
73	UNIT DUCT, 600V, 6-1/2" NO. 2, 1/2" NO. 4 GROUND, EPR-TYPE RHW, 2" DIA., POLYETHYLENE	FOOT	750
74	LIGHT POLE FOUNDATION, 18" DIAMETER, OFFSET	FOOT	260
75	REMOVE EXISTING FESTOON RECEPTACLE	EACH	5
76	REMOVE EXISTING POWER CORD	EACH	85
77	STORM SEWER, 12", TYPE I, CLASS IV, RCP, RM QUALITY	FOOT	64
78	STORM SEWER, 12", TYPE II, CLASS III, RCP, RM QUALITY	FOOT	248
79	STORM SEWER, 12", TYPE I, CLASS IV, RCP	FOOT	54
80	STORM SEWER, 12", TYPE II, CLASS III, RCP	FOOT	559
81	STORM SEWER, 12", TYPE II, CLASS III, RCP	FOOT	12
82	STORM SEWER, 10", PVC	FOOT	4
83	WATER TAP, 2-INCH	EACH	5
84	WATER VALVE ASSEMBLY, 2-INCH	EACH	5
85	WATER METER IN VAULT, 2-INCH	EACH	5
86	BACKFLOW PREVENTER (BFP)	EACH	5
87	IRRIGATION SYSTEMS FALL SHUT-DOWN	L SUM	2
88	IRRIGATION SYSTEMS SPRING STARTUP	L SUM	2
89	IRRIGATION SYSTEMS INSPECTION	L SUM	2

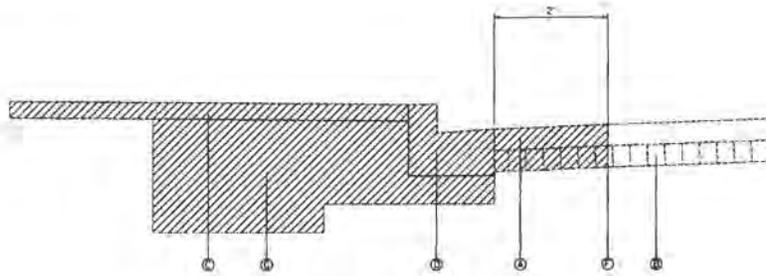
SUMMARY OF QUANTITIES			
CODE NO.	DESCRIPTION	UNIT	TOTAL
90	PVC CONDUIT IN TRENCH 2-INCH (SCHEDULE 80)	FOOT	4000
91	TRENCH AND BACKFILL WITH SCREENINGS AND/OR SAND	FOOT	4000
92	MAINTENANCE OF LIGHTING SYSTEM	EAL MD	12
93	IRRIGATION SYSTEM	50 YD	920
94	PLANTER CURB REMOVAL	FOOT	630
95	PERFORATE EXISTING PAVEMENT	50 YD	400
96	PORTLAND CEMENT CONCRETE BASE COURSE 4"	50 YD	3050
97	MAINTENANCE OF ACCESS TO ADJUTING PROPERTY	L SUM	1
98	REMOVE EXISTING TREE GRATES	EACH	105
99	LIGHTING UNIT COMPLETE, SPECIAL	EACH	7
100	REMOVE LIGHT POLE FOUNDATION, PARTIAL	EACH	24
101	TEST HOLE	EACH	10
102	BRICK PAVEMENT SIDEWALK	50 FT	27100
103	ORNAMENTAL LIGHTING UNIT, COMPLETE	EACH	104
104	BRICK PAVEMENT CROSSWALK	50 FT	7450
105	LIGHT POLE FOUNDATION, 18" DIAMETER	FOOT	470
106	GROUND ROD, 5/8" DIA. X 10 FT.	EACH	132
107	PAINT EXISTING LIGHTING UNIT	EACH	5
108	COMBINATION CONCRETE CURB AND CUTTER, TYPE B V.12	FOOT	7900
109	STRUCTURAL SOIL	CU YD	900
110	CONSTRUCTION LAYOUT	L SUM	1
111	DRILL AND GROUT DOBEL BARS	EACH	4000
112	4" PLANTER CURBS AND DECORATIVE RAILINGS	EACH	1160
113	4" PLANTER CURBS WITHOUT RAILING	FOOT	34
114	BENCH BACKS	FOOT	13
115	BENCHES	EACH	59
116	TRASH RECEPTACLES	EACH	54
117	TREE GRATES	EACH	89
118	PLANTERS (BENCH STANDBY)	EACH	68
119	PLANTING SOIL IN TREE PITS (30" DEPTH)	CU YD	135
120	PLANTING SOIL IN PLANTERS (24" DEPTH)	CU YD	812
121	HARDWOOD MULCH	CU YD	105
122	STREET TREES	L SUM	1
123	SHRUBS	L SUM	1
124	GROUNDCOVER, GRASSES, PERENNIALS	L SUM	1
125	LAWN	50 FT	1460
126	PLANTS FOR FREESTANDING PLANTERS	EACH	68
127	GATEWAY SIGNS (W/ARBI)	EACH	2
128	GATEWAY SIGNS (W/NOBI)	EACH	6
129	COMMUNITY EVENTS KIOSK	EACH	1
130	DISTRICT IDENTITY	EACH	12
131	DISTRICT DIRECTIONAL	EACH	19
132	PARKING DIRECTIONAL	EACH	18
133	REGULATORY SIGNS ON DECORATIVE POLES	EACH	66
134	STREET SIGNS ON DECORATIVE POLES	EACH	70

Ciorba Group, Inc.
 CONSULTING ENGINEERS
 1801 Maplewood Avenue, Suite 400
 Chicago, Illinois 60612
 Tel. 773.486.0000 Fax 773.778.4014

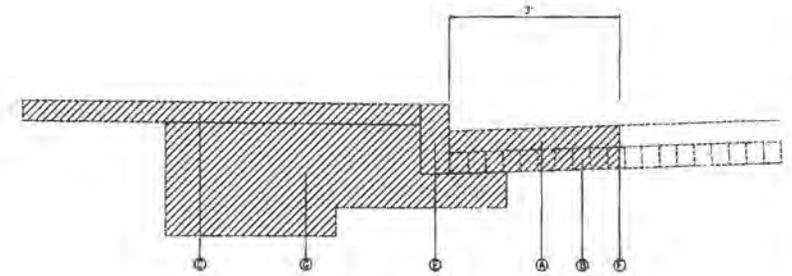
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DRAWN	REVISED
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DATE	REVISED

VILLAGE OF WINNETKA
 COMMERCIAL DISTRICT STREETScape

SUMMARY OF QUANTITIES		TOTAL SHEET NO.
SCALE:	88	1



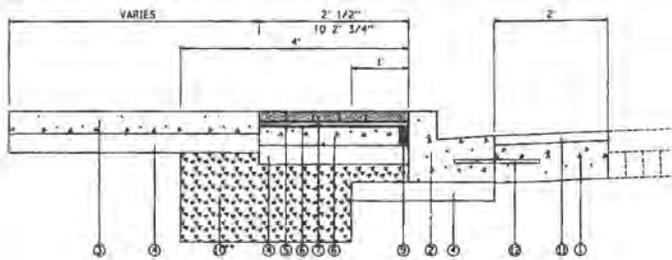
LOCATIONS WITH CURB AND GUTTER



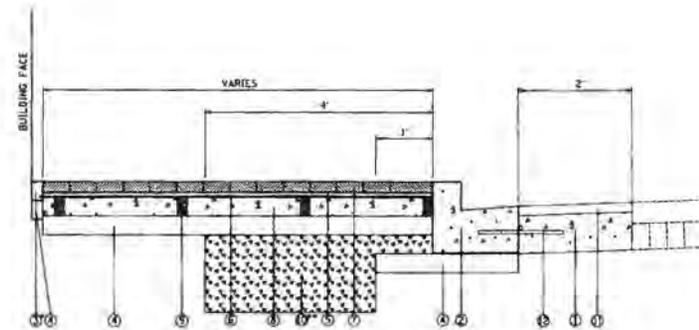
LOCATIONS WITH BARRIER CURB

EXISTING CONDITIONS:

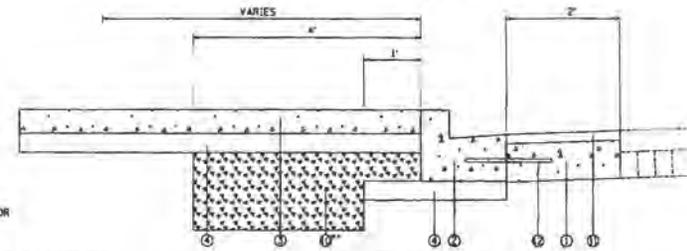
- 1 HOT-MIX ASPHALT SURFACE AND BINDER COURSE
- 2 BRICK PAVEMENT
- 3 PORTLAND CEMENT CONCRETE SIDEWALK
- 4 COMBINATION CONCRETE CURB AND GUTTER
- 5 CONCRETE CURB
- 6 SANCUIT (INCIDENTAL TO PAVEMENT REMOVAL)
- 7 REMOVAL AND DISPOSAL OF UNSUITABLE MATERIALS



CONCRETE SIDEWALK WITH BRICK BANDING BORDER



FULL WIDTH BRICK SIDEWALK



FULL WIDTH CONCRETE SIDEWALK

HOT-MIX ASPHALT MIXTURE REQUIREMENTS CHART

MIXTURE TYPE	AC TYPE	PERCENT AIR VOIDS
HOT-MIX ASPHALT SURFACE COURSE, MIX "D", NSD 11-9.5 AM	PG 64-22	42 @ 50 GYR

PROPOSED IMPROVEMENT:

- 1 PCC BASE COURSE, 8"
- 2 COMBINATION CONCRETE CURB AND GUTTER, TYPE B-VJ2
- 3 PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH
- 4 SUB-BASE GRANULAR MATERIAL, TYPE B, 4"
- 5 SAND CUSHION, 1"
- 6 GEOTECHNICAL FABRIC (FOLD UP AT EDGES)
- 7 BRICK PAYER (SEE LANDSCAPING DRAWINGS FOR BRICK LAYOUT PATTERNS)
- 8 CONCRETE BASE, 4"
- 9 2" DRAIN HOLES @ 2' SPACING AND AT LOW POINTS AND BACK OF CURB (FILL WITH PEA GRAVEL)
- 10 24" STRUCTURAL SOIL
- 11 HOT-MIX ASPHALT SURFACE COURSE, MIX "D", NSD, 2"
- 12 DRILL AND GROUT TIE BARS (1" @ 24" C-C)

* CONCRETE SIDEWALK PLACED ALONG BUILDING FACE TO PROVIDE A STRAIGHT EDGE BORDER FOR THE BRICK SIDEWALK

** STRUCTURAL SOIL WILL NOT BE USED WITHIN 10' OF EXISTING TREES, LINCOLN AVENUE SOUTH OF ELM STREET, NORTH SIDE OF SPRUCE STREET, AND TOWER ROAD

11.1.2008 - 11.1.2008 (11.1.2008) 11.1.2008 (11.1.2008) 11.1.2008 (11.1.2008)

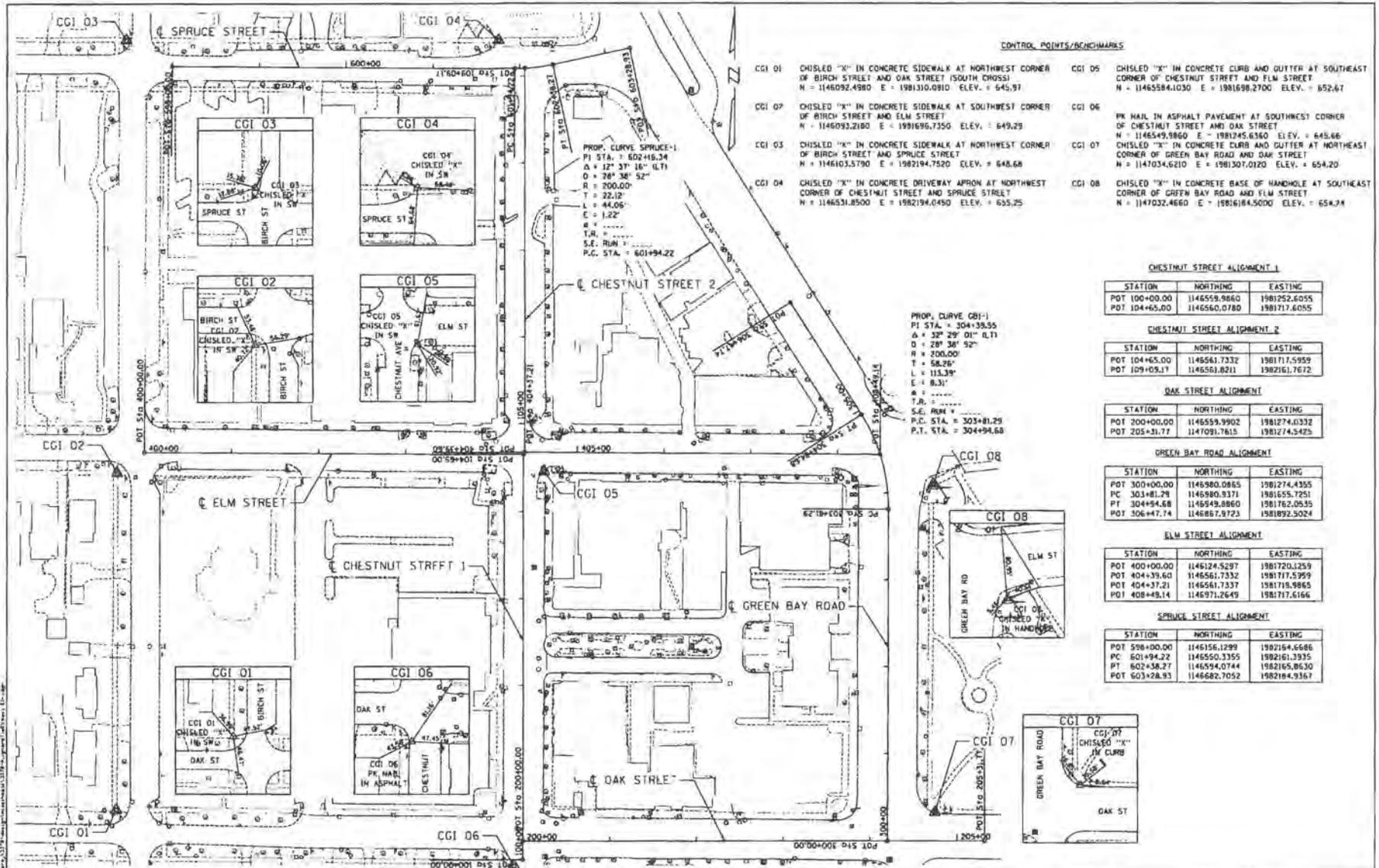
CC Ciorba Group, Inc.
 CIVIL & ENVIRONMENTAL ENGINEERS
 8401 North Cumberland Avenue, Suite 402
 Chicago, Illinois 60630
 Tel: 773.778.4008 Fax: 773.778.4874

DESIGNED	REVISION
DESIGNED	REVISION
CHECKED	REVISION
DATE: 01-12-2010	REVISION

**VILLAGE OF WINNETKA
 COMMERCIAL DISTRICT STREETScape**

TYPICAL SECTIONS

SCALE:	TOTAL SHEETS: 64	SHEET NO.: 6
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CONTROL POINTS/BENCHMARKS

- CGI 01 CHISLED "X" IN CONCRETE SIDEWALK AT NORTHWEST CORNER OF BIRCH STREET AND OAK STREET (SOUTH CROSS)
N = 1146092.4980 E = 1981310.0810 ELEV. = 645.97
- CGI 02 CHISLED "X" IN CONCRETE SIDEWALK AT SOUTHWEST CORNER OF BIRCH STREET AND OAK STREET
N = 1146093.2180 E = 1981696.7350 ELEV. = 649.29
- CGI 03 CHISLED "X" IN CONCRETE SIDEWALK AT NORTHWEST CORNER OF BIRCH STREET AND SPRUCE STREET
N = 1146103.5790 E = 1982194.7520 ELEV. = 648.68
- CGI 04 CHISLED "X" IN CONCRETE DRIVEWAY APRON AT NORTHWEST CORNER OF CHESTNUT STREET AND SPRUCE STREET
N = 1146531.8500 E = 1982194.0450 ELEV. = 635.25
- CGI 05 CHISLED "X" IN CONCRETE CURB AND GUTTER AT SOUTHEAST CORNER OF CHESTNUT STREET AND OAK STREET
N = 1146584.1030 E = 1981699.2700 ELEV. = 652.67
- CGI 06 PK NAIL IN ASPHALT PAVEMENT AT SOUTHWEST CORNER OF CHESTNUT STREET AND OAK STREET
N = 1146549.9860 E = 1981245.6360 ELEV. = 645.66
- CGI 07 CHISLED "X" IN CONCRETE CURB AND GUTTER AT NORTHEAST CORNER OF GREEN BAY ROAD AND OAK STREET
N = 1147034.6210 E = 1981307.0120 ELEV. = 654.20
- CGI 08 CHISLED "X" IN CONCRETE BASE OF HANDHOLE AT SOUTHEAST CORNER OF GREEN BAY ROAD AND ELM STREET
N = 1147022.4660 E = 19816184.5000 ELEV. = 654.74

PROP. CURVE GBI-1
 P.I. STA. = 304+39.55
 $\Delta = 32^\circ 29' 01''$ (L.T.)
 $D = 28^\circ 38' 52''$
 $R = 200.00'$
 $T = 58.26'$
 $L = 113.39'$
 $E = 8.31'$
 T.R. =
 S.E. RUN =
 P.C. STA. = 303+81.29
 P.T. STA. = 304+94.68

CHESTNUT STREET ALIGNMENT 1

STATION	NORTHING	EASTING
POT 100+00.00	1146559.9860	1981252.6055
POT 104+65.00	1146560.0780	1981717.6055

CHESTNUT STREET ALIGNMENT 2

STATION	NORTHING	EASTING
POT 104+65.00	1146561.7332	1981717.5959
POT 109+09.17	1146561.8211	1982161.7672

OAK STREET ALIGNMENT

STATION	NORTHING	EASTING
POT 200+00.00	1146559.9902	1981274.0332
POT 205+31.77	1147091.7615	1981274.5425

GREEN BAY ROAD ALIGNMENT

STATION	NORTHING	EASTING
POT 300+00.00	1146980.0865	1981274.4355
PC 303+81.29	1146980.9371	1981655.7251
PT 304+94.68	1146949.8860	1981762.0535
POT 306+47.74	1146867.9723	1981892.3024

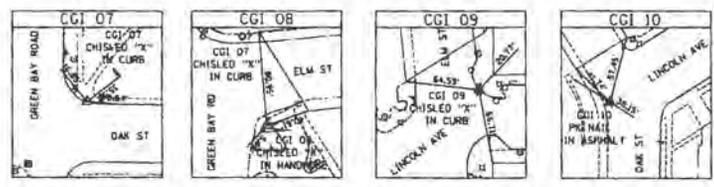
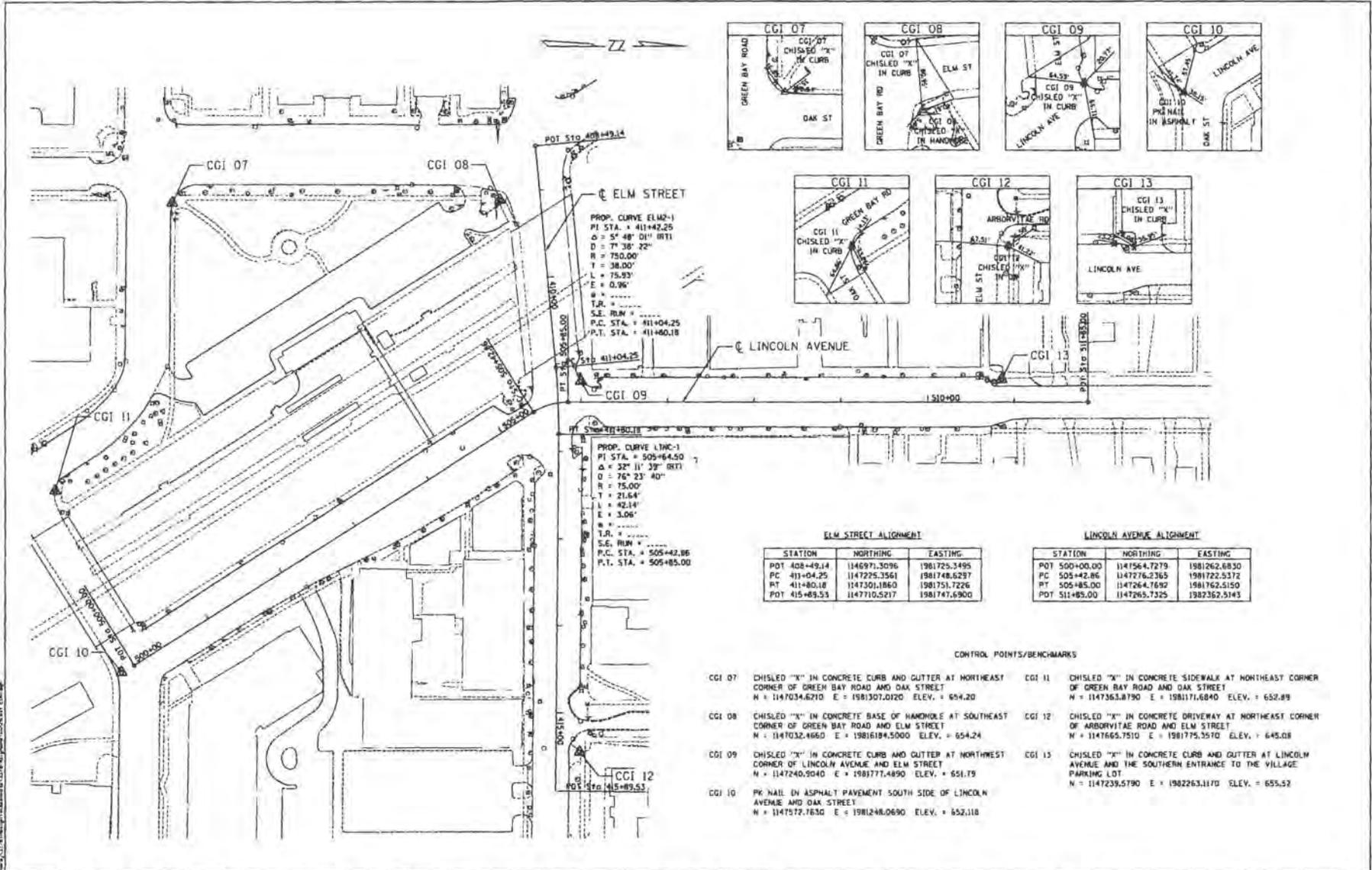
ELM STREET ALIGNMENT

STATION	NORTHING	EASTING
POT 400+00.00	1146124.5297	1981720.1259
POT 404+39.60	1146561.7332	1981717.5959
POT 404+37.21	1146561.7337	1981715.9865
POT 408+49.14	1146971.2649	1981717.6166

SPRUCE STREET ALIGNMENT

STATION	NORTHING	EASTING
POT 598+00.00	1146156.1299	1982164.6686
PC 601+94.22	1146560.3355	1982161.3935
PT 602+58.27	1146594.0744	1982165.8630
POT 603+28.93	1146682.7052	1982164.9367

	Ciorba Group, Inc. CONSULTING ENGINEERS 1247 North Cumberland Avenue, Suite 402 Chicago, Illinois 60642 Tel: 773.776.4000 Fax: 773.776.4314	USER NAME: _____ PLOT SCALE: 1/8"=1'-0" PLOT DATE: 01-12-2010	DESIGNED: _____ DRAWN: _____ CHECKED: _____ DATE: 01-12-2010	REVISD: _____ REVISD: _____ REVISD: _____ REVISD: _____	VILLAGE OF WINNETKA COMMERCIAL DISTRICT STREETScape	WEST ELM ALIGNMENT, TIES AND BENCHMARK	TOTAL SHEET 98 3
	SCALE: _____						



ELM STREET ALIGNMENT

STATION	NORTHING	EASTING
POT 408+49.14	1146971.3096	1981725.3495
PC 411+04.25	1147225.3561	1981748.6297
RT 411+80.18	1147301.1860	1981751.7226
POT 415+89.53	1147310.5217	1981747.6900

LINCOLN AVENUE ALIGNMENT

STATION	NORTHING	EASTING
POT 500+00.00	1141564.7279	1981262.6830
PC 505+42.86	1147276.2365	1981722.5372
RT 505+85.00	1147264.7692	1981762.5150
POT 511+85.00	1147265.7325	1982352.3143

- CONTROL POINTS/BENCHMARKS**
- CGI 07 CHISLED "X" IN CONCRETE CURB AND CUTTER AT NORTHEAST CORNER OF GREEN BAY ROAD AND DAK STREET
 N = 1147034.6210 E = 1981307.0120 ELEV. = 654.20
 - CGI 08 CHISLED "X" IN CONCRETE BASE OF HANDBOLE AT SOUTHEAST CORNER OF GREEN BAY ROAD AND ELM STREET
 N = 1147032.4660 E = 19818184.5000 ELEV. = 654.24
 - CGI 09 CHISLED "X" IN CONCRETE CURB AND CUTTER AT NORTHWEST CORNER OF LINCOLN AVENUE AND ELM STREET
 N = 1147240.5040 E = 1981777.4890 ELEV. = 651.79
 - CGI 10 PK NAIL IN ASPHALT PAVEMENT SOUTH SIDE OF LINCOLN AVENUE AND DAK STREET
 N = 1147372.7630 E = 1981248.0690 ELEV. = 652.110
 - CGI 11 CHISLED "X" IN CONCRETE SIDEWALK AT NORTHEAST CORNER OF GREEN BAY ROAD AND DAK STREET
 N = 1147363.8790 E = 1981171.6840 ELEV. = 652.89
 - CGI 12 CHISLED "X" IN CONCRETE DRIVEWAY AT NORTHEAST CORNER OF ARBORVITAE ROAD AND ELM STREET
 N = 1147665.7510 E = 198175.3570 ELEV. = 645.08
 - CGI 13 CHISLED "X" IN CONCRETE CURB AND CUTTER AT LINCOLN AVENUE AND THE SOUTHERN ENTRANCE TO THE VILLAGE PARKING LOT
 N = 1147239.5790 E = 1982263.1170 ELEV. = 655.52

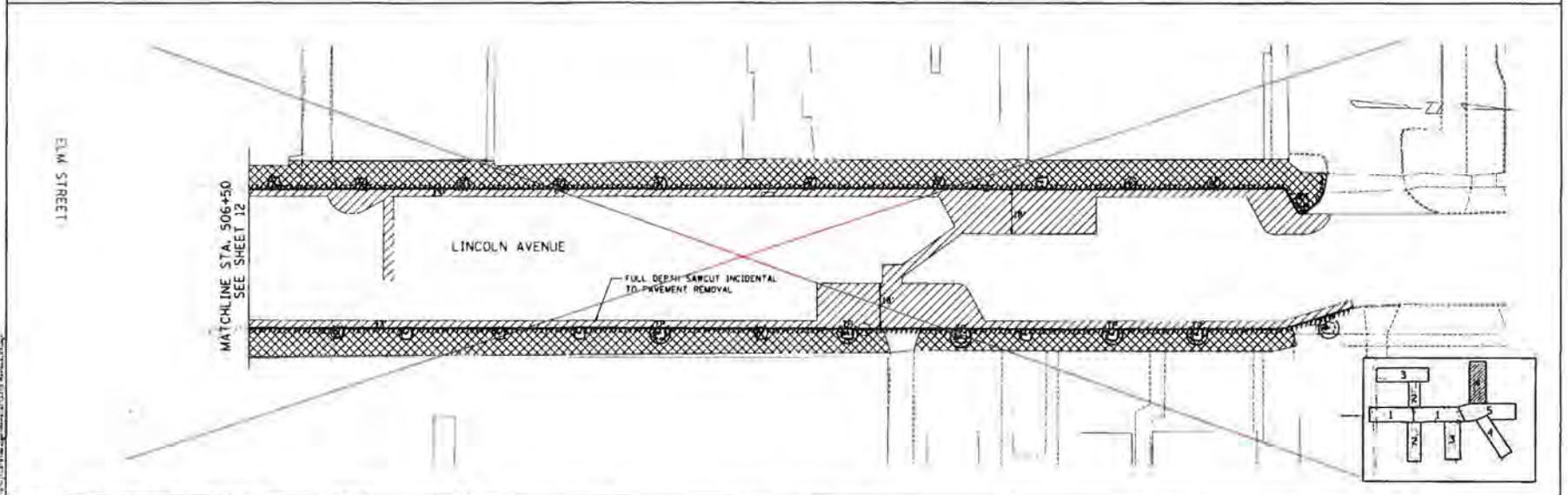
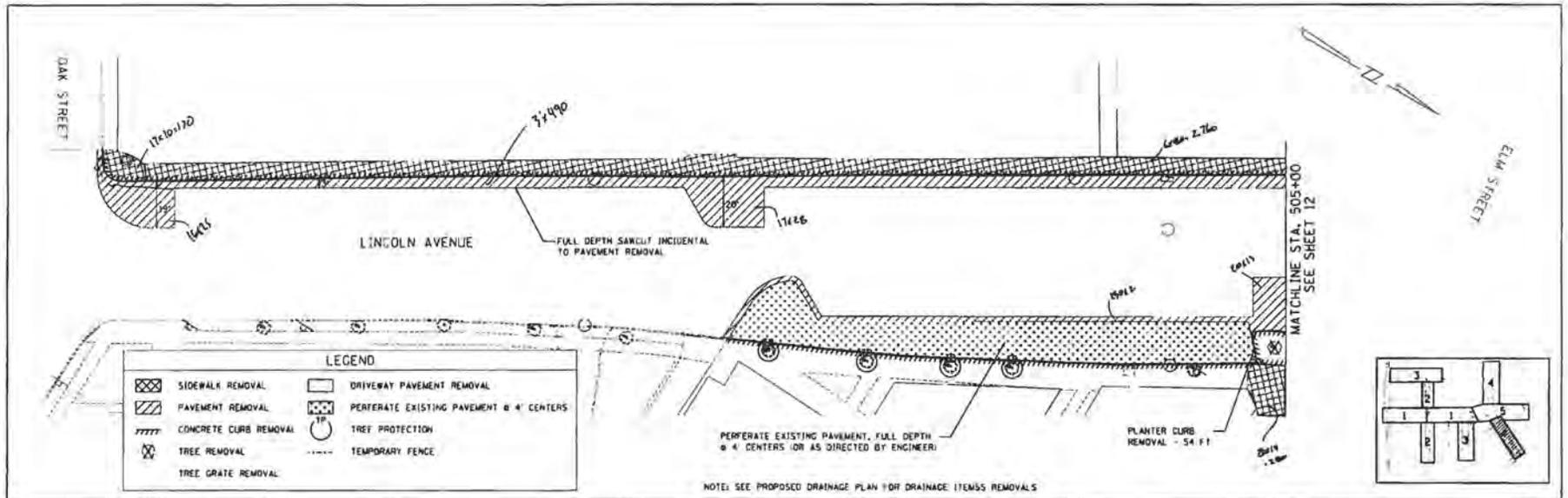
CGI Clorba Group, Inc.
 CONSULTING ENGINEERS
 8501 South Commercial Avenue, Suite 402
 Chicago, Illinois 60619
 Tel: 773.775.4888 Fax: 773.775.4814

USER NAME	DESIGNED	REVISD
PROJECT NO. 12-0908	DRAWN	REVISD
CLIENT NAME VILLAGE OF WINNETKA	CHECKED	REVISD
DATE 01-12-2010	DATE	REVISD

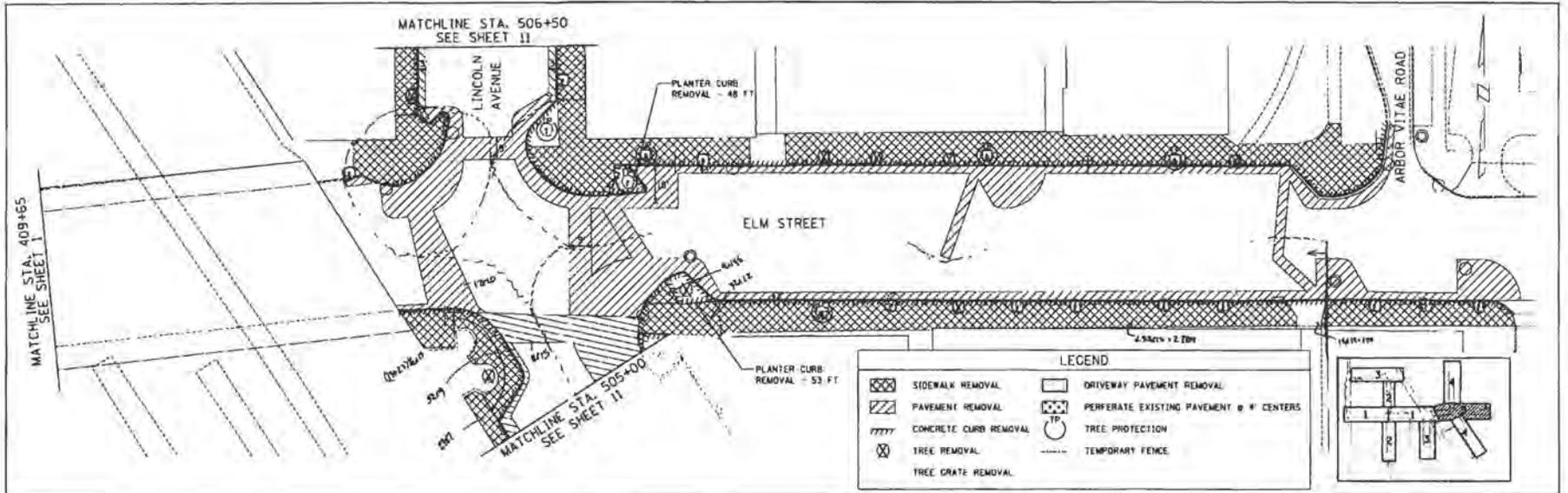
VILLAGE OF WINNETKA
COMMERCIAL DISTRICT STREETSCAPE

EAST ELM
ALIGNMENT, TIES AND BENCHMARK

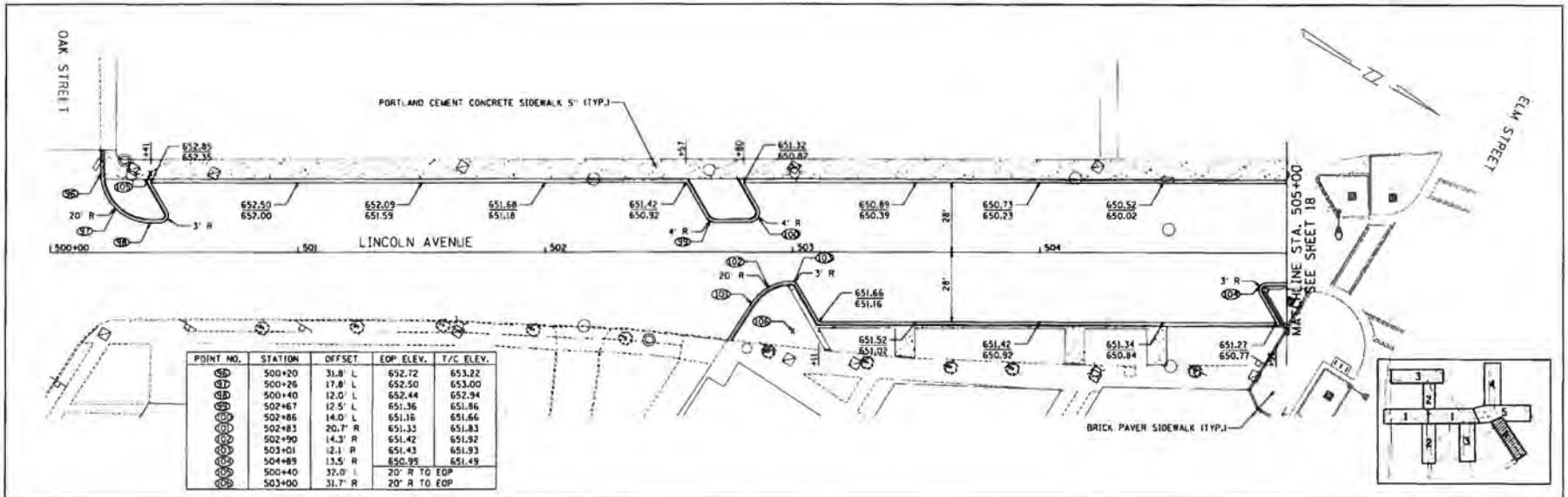
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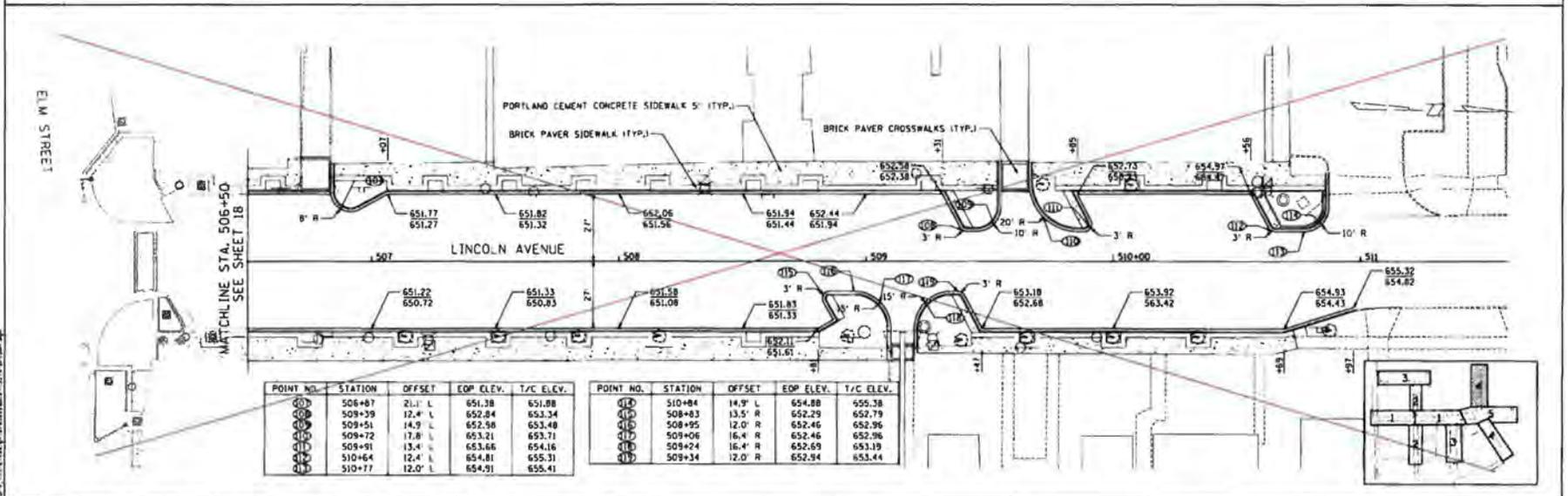
Clorba Group, Inc. 6441 North Cumberland Avenue, Suite 402 Chicago, Illinois 60649 Tel: 773 776 4800 Fax: 773 776 4814	DESIGNED: _____	REVISION: _____	VILLAGE OF WINNETKA COMMERCIAL DISTRICT STREETScape	EAST ELM REMOVALS	<table border="1"> <tr> <td>TOTAL SHEETS</td> <td>NO.</td> </tr> <tr> <td>28</td> <td>11</td> </tr> </table>	TOTAL SHEETS	NO.	28	11
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	28	11							
	DRAWN: _____	REVISION: _____							
CHECKED: _____	REVISION: _____								
DATE: 01-12-2010	REVISION: _____								



<p>Ciorba Group, Inc. COMMERCIAL DISTRICT ENGINEERS 1601 North Commercial Avenue, Suite 402 Chicago, Illinois 60642 Tel: 773.778.4000 Fax: 773.778.4014</p>	DESIGNED	REVISION		<p>VILLAGE OF WINNETKA COMMERCIAL DISTRICT STREETScape</p>	<p>EAST ELM REMOVALS</p>	<table border="1"> <tr> <td>TOTAL SHEETS</td> <td>NO.</td> </tr> <tr> <td>1</td> <td>12</td> </tr> </table>	TOTAL SHEETS	NO.	1	12
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	1	12								
	DRAWN	REVISION					SCALE:			
CHECKED	REVISION									
DATE	REVISION									



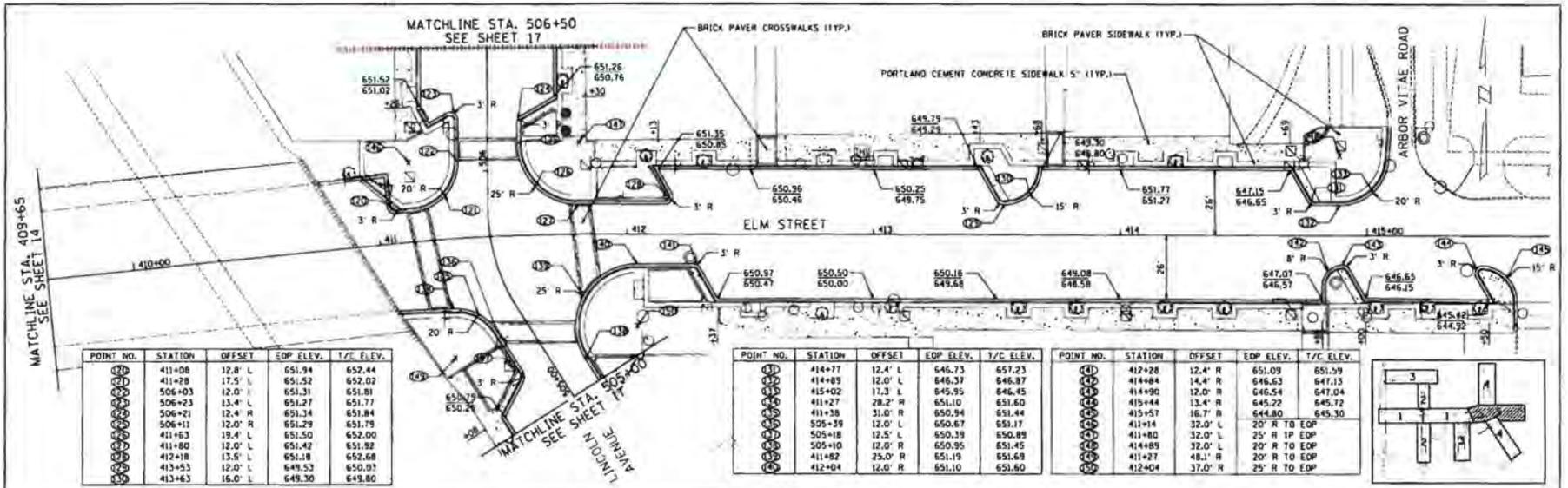
POINT NO.	STATION	OFFSET	EOP ELEV.	T/C ELEV.
500+20	31.8' L	652.72	653.22	
500+26	17.8' L	652.50	653.00	
500+40	12.0' L	652.44	652.94	
502+67	12.5' L	651.36	651.86	
502+86	14.0' L	651.18	651.66	
502+83	20.7' R	651.33	651.83	
502+90	14.3' R	651.42	651.92	
503+01	2.1' R	651.43	651.93	
504+89	13.5' R	650.95	651.49	
500+40	32.0' L	20' R TO EOP		
503+00	31.7' R	20' R TO EOP		



POINT NO.	STATION	OFFSET	EOP ELEV.	T/C ELEV.
506+87	21.1' L	651.38	651.88	
509+39	12.4' L	652.84	653.34	
509+51	14.9' L	652.98	653.48	
509+72	17.8' L	653.21	653.71	
509+91	13.4' L	653.66	654.16	
510+64	12.4' L	654.81	655.31	
510+77	12.0' L	654.91	655.41	

POINT NO.	STATION	OFFSET	EOP ELEV.	T/C ELEV.
510+84	14.9' L	654.88	655.38	
508+83	13.5' R	652.29	652.79	
508+95	12.0' R	652.46	652.96	
509+06	16.4' R	652.46	652.96	
509+24	16.4' R	652.69	653.19	
509+34	12.0' R	652.94	653.44	

Ciorba Group, Inc. CONSULTING ENGINEERS 1807 North Cumberland Avenue, Suite 201 Chicago, Illinois 60648 Tel: 773.778.6000 Fax: 773.778.6010	USER NAME: [redacted]	DESIGNED: [redacted]	REVISION:	VILLAGE OF WINNETKA COMMERCIAL DISTRICT STREETScape	EAST ELM PROPOSED PLAN AND ELEVATIONS	<table border="1"> <tr> <td>TOTAL SHEET NO.</td> <td>88</td> </tr> <tr> <td>TOTAL SHEETS</td> <td>17</td> </tr> </table>	TOTAL SHEET NO.	88	TOTAL SHEETS	17
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	TOTAL SHEETS	17								
	PLOT SCALE: 1/8"=1'-0"	CHECKED: [redacted]	REVISION:							
PLOT DATE: 11/2/2018	DATE: 04-12-2010	REVISION:								
SCALE:										



CG Ciorba Group, Inc.
COMMERCIAL DISTRICT ENGINEERS
5001 North Commonwealth Avenue, Suite 900
Chicago, Illinois 60630
Tel. 773.778.4000 Fax 773.778.4014

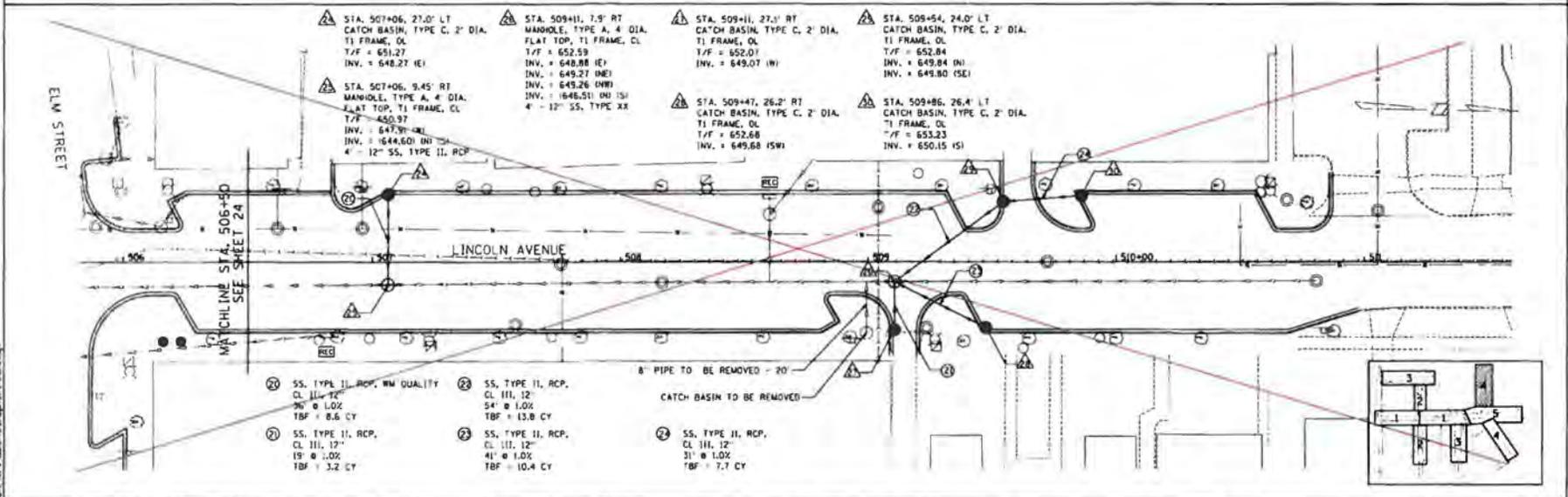
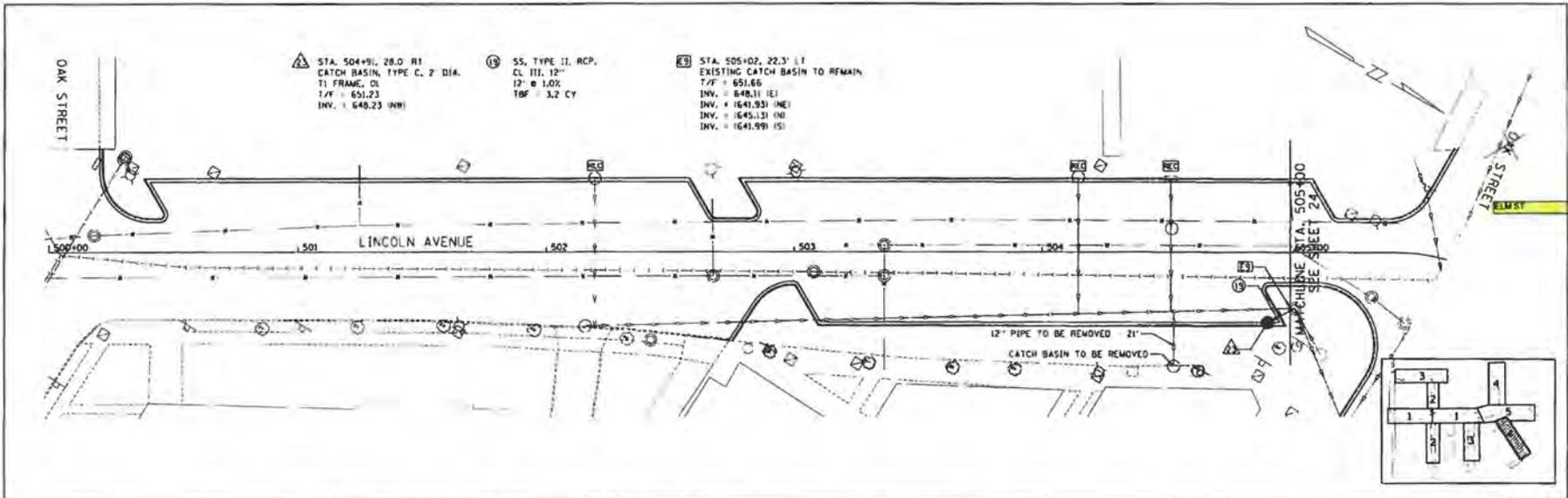
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DRAWN	REVISION
CHECKED	REVISION
DATE	REVISION

DATE: 01-12-2010

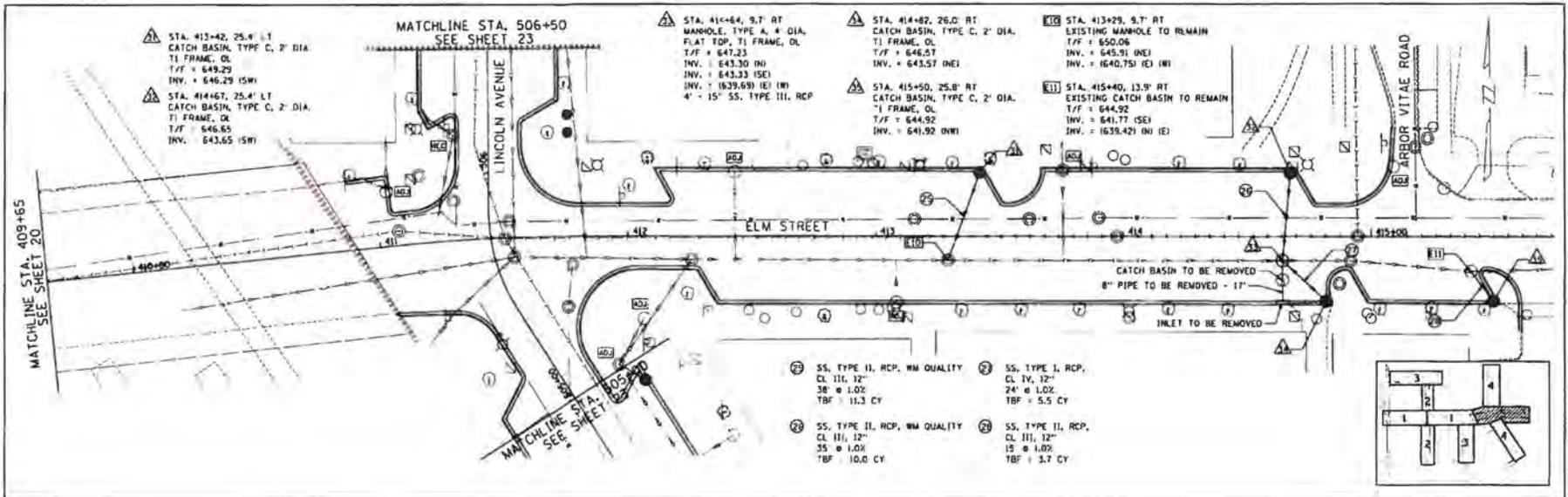
VILLAGE OF WINNETKA
COMMERCIAL DISTRICT STREETScape

EAST ELM
PROPOSED PLAN AND ELEVATIONS

TOTAL SHEETS	18
SHEET NO.	18



Clorba Group, Inc. <small>COMMERCIAL ENGINEERS</small> 1803 North Cumberland Avenue Suite 402 Chicago, Illinois 60642 Tel: 773.775.4000 Fax: 773.775.4814	USER NAME: <u> </u>	DESIGNED: <u> </u>	REVISION: <u> </u>
	PLOT SCALE: 1/8" = 1'-0" PLOT DATE: 01-12-2010	CHECKER: <u> </u> DATE: 01-12-2010	REVISION: <u> </u> REVISION: <u> </u> REVISION: <u> </u>
EAST ELM PROPOSED DRAINAGE PLAN			TOTAL SHEET SHEETS: 88 / 23 SCALE:



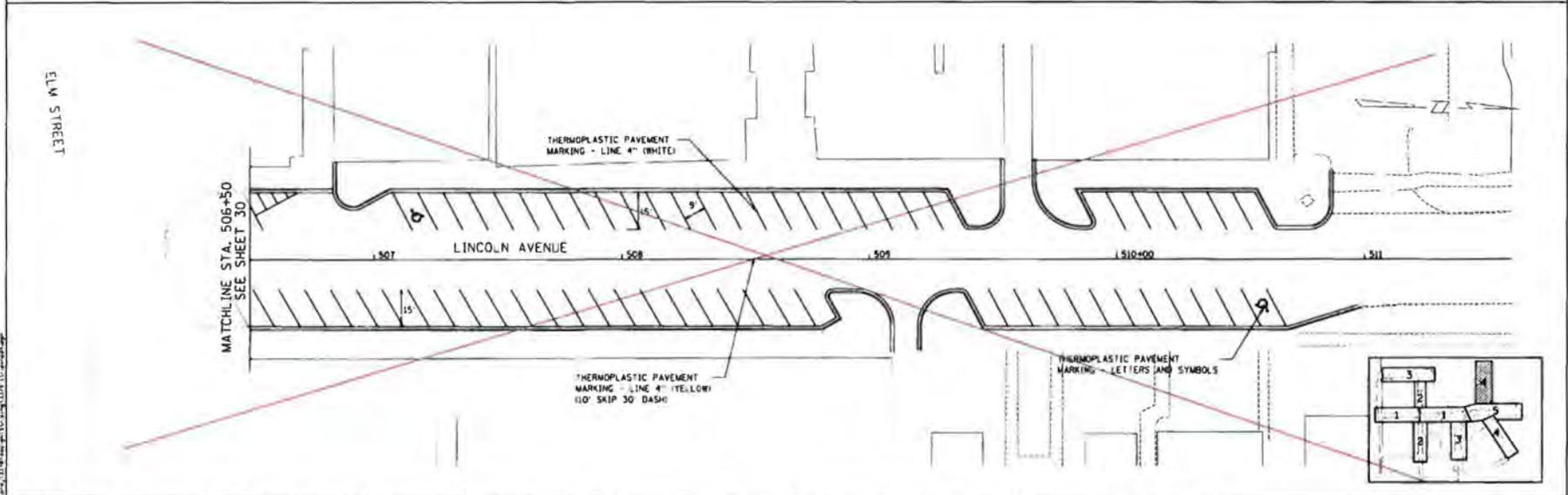
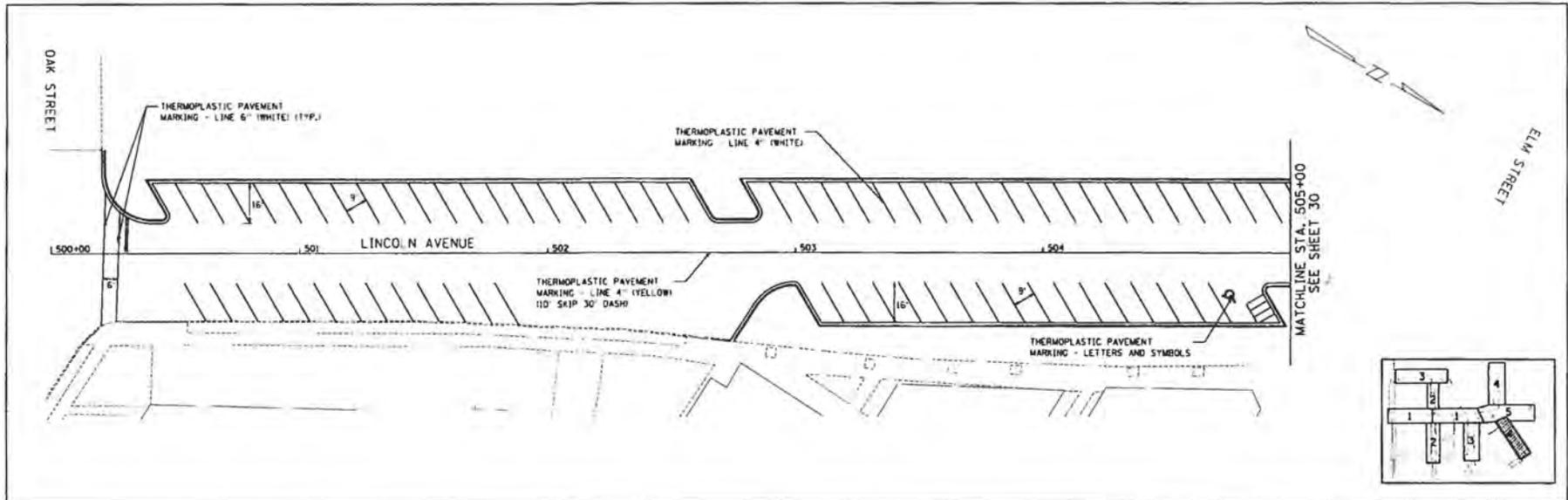
Clorba Group, Inc.
 CORPUS CHRISTI ENGINEERS
 8017 North Commercial Avenue, Suite 402
 Corpus Christi, Texas 78404
 Tel: 379.773-6000 Fax: 379.773-6014

USER NAME	DESIGNED	REVISED
	DRAWN	REVISED
	CHECKED	REVISED
	DATE: 01-12-2010	REVISED

VILLAGE OF WINNETKA
 COMMERCIAL DISTRICT STREETScape

EAST ELM
 PROPOSED DRAINAGE PLAN

SCALE:	TOTAL SHEET NO. 24
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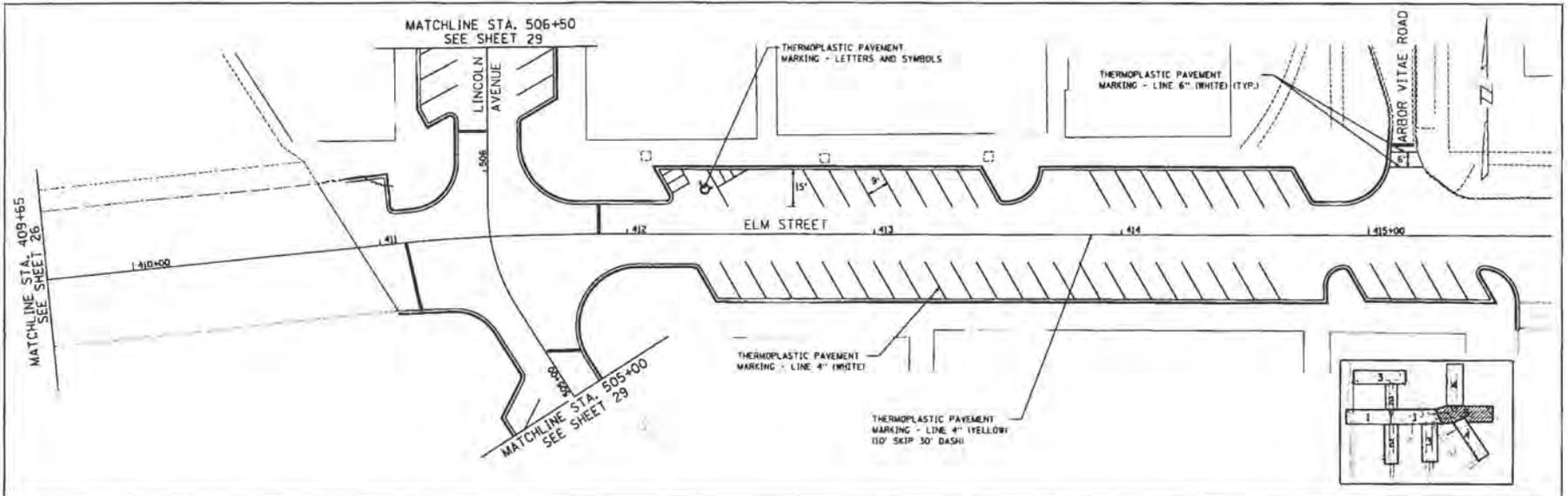


<p>Ciorba Group, Inc. CONSULTING ENGINEERS 6807 North Cumberland Avenue, Suite 402 Chicago, Illinois 60634 Tel: 773.778.4000 Fax: 773.778.4614</p>	DESIGNED	REVISION	
	DRAWN	REVISION	
	CHECKED	REVISION	
	DATE	01-12-2010	REVISION

**VILLAGE OF WINNETKA
COMMERCIAL DISTRICT STREETSCAPE**

**EAST ELM
PROPOSED STRIPING**

TOTAL SHEETS	29
SCALE:	AS SHOWN



CC Ciorba Group, Inc.
 20000 Park Avenue #212
 4307 North Commercial Avenue, Suite 402
 Chicago, Illinois 60641
 Tel: 773.778.4200 Fax: 773.778.4214

USER NAME	DESIGNED	REVISION
PLT SCALE 20,000 / 1"	CHECKED	REVISION
PLT DATE 1/13/2012	DATE 01-12-2010	REVISION

VILLAGE OF WINNETKA
 COMMERCIAL DISTRICT STREETScape

EAST ELM
 PROPOSED STRIPING

SCALE	TOTAL SHEET
	80 30

ROADWAY LIGHTING NOTES

1. ALL CONSTRUCTION SHALL BE COMPLETED IN ACCORDANCE WITH THE CONTRACT SPECIFICATIONS AS WELL AS:
 ILLINOIS DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AS ADOPTED JANUARY 1, 2007.
 ILLINOIS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS (LATEST EDITION IN EFFECT ON THE DATE OF INVITATION FOR BIDS).
 NATIONAL ELECTRIC CODE, 2008 EDITION.
 DISTRICT ONE RECURRING SPECIAL PROVISIONS FOR ROADWAY LIGHTING, ADOPTED JANUARY 1, 2010.
2. NO CONSTRUCTION MATERIALS OR EQUIPMENT SHALL BE STORED IN OR MOVED THROUGH THE DRIPLINE OF ANY PARKWAY TREE. IF THIS CLEARANCE CANNOT BE MAINTAINED, THE FORESTRY SUPERINTENDANT MUST BE NOTIFIED PRIOR TO CONSTRUCTION.
3. THE ATTENTION OF THE CONTRACTOR IS DIRECTED TO ARTICLE 801.04 OF THE STANDARD SPECIFICATIONS REGARDING THE PROPOSED LOCATIONS OF THE LIGHTING SYSTEM. ADDITIONALLY, THE UNIT DUCT ROUTING SHOWN ON THE PLANS IS MAINLY INTENDED TO SHOW ELECTRICAL CIRCUITRY. AN EFFORT HAS BEEN MADE TO AVOID UTILITY CONFLICTS BUT THE EXACT LOCATION OF ELECTRICAL CABLES AND CONDUITS SHOULD BE APPROVED BY THE ENGINEER AFTER THE UNDERGROUND UTILITIES HAVE BEEN LOCATED BY ITS OWNER.
4. ALL PROPOSED LIGHT POLE LOCATIONS SHALL BE STAKED BY THE CONTRACTOR AND BE APPROVED BY THE VILLAGE PRIOR TO EXCAVATION. NO ADDITIONAL COMPENSATION SHALL BE PROVIDED FOR THIS STAKING.
5. REMOVAL OF THE EXISTING LIGHTING SYSTEM SHALL NOT BEGIN BEFORE THE PROPOSED LIGHTING SYSTEM IS OPERATIONAL.
6. THE ENGINEER SHALL APPROVE THE LOCATION OF ALL PUSH FITS. NO POLES SHALL BE ERECTED UNTIL THE RESPECTIVE CONCRETE FOUNDATIONS HAVE CURED; NO UNDERGROUND SPLICES ARE ALLOWED.
7. ALL LIGHT POLE FOUNDATIONS SHALL HAVE A MINIMUM OF TWO RACERAYS, EVEN IF ONLY ONE UNIT DUCT CONNECTION IS SHOWN ON THE PLANS. THE ADDITION OF A THIRD RACERAY TO A FOUNDATION SHALL BE INCLUDED IN THE COST OF THE FOUNDATION.
8. THE CONTRACTOR SHALL REQUEST THAT THE VILLAGE REMOVE ALL BARRIERS FROM THE EXISTING POLES 48 HOURS BEFORE REMOVAL OF THE POLES.



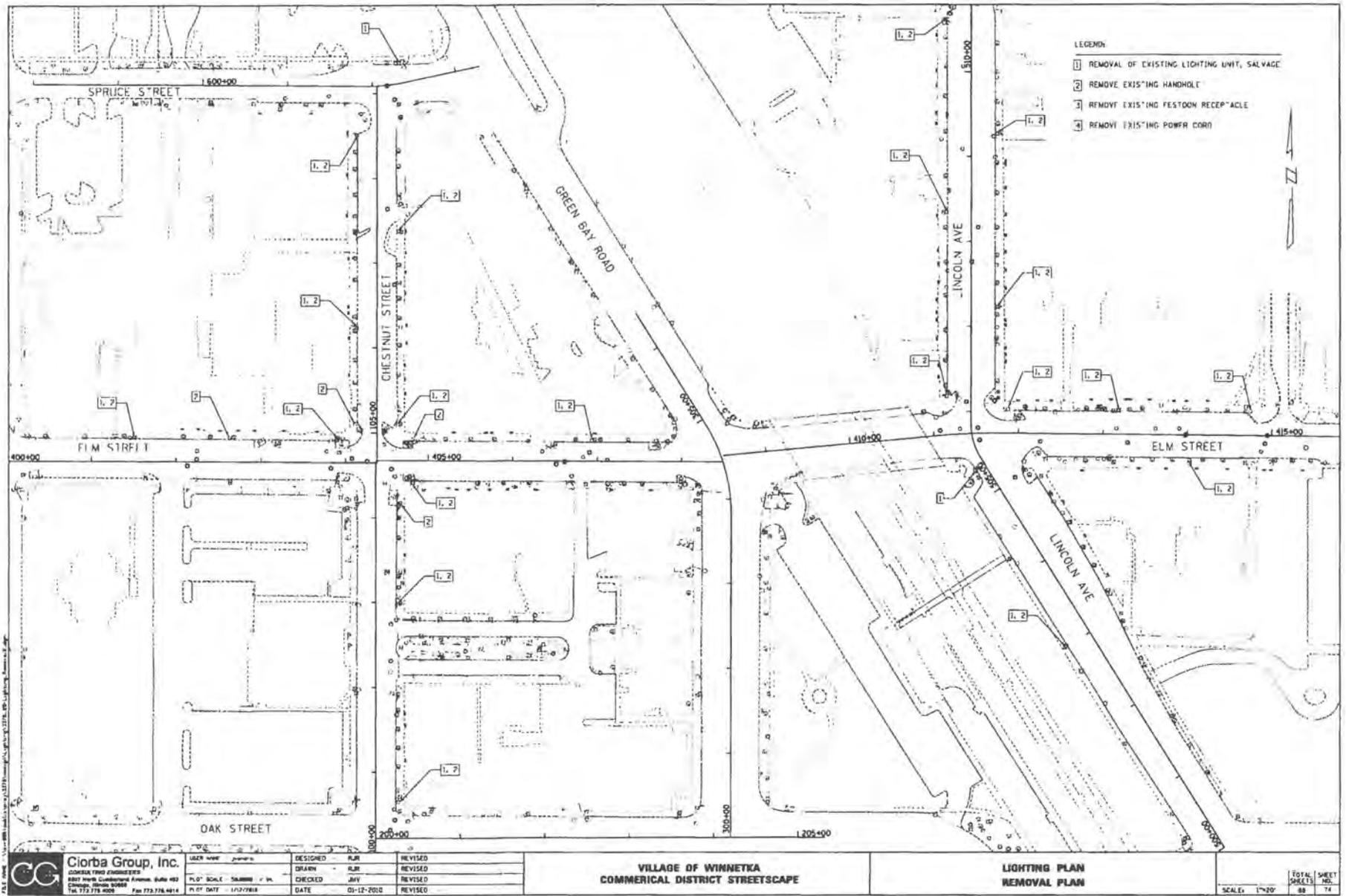
Ciorba Group, Inc.
 COMPANY #1902 8000000000000000
 6807 North Cumberland Avenue, Suite 402
 Chicago, Illinois 60630
 TEL: 773.778.4000 FAX: 773.778.4014

DESIGNED	- RJR	REVISED	
DRAWN	- RJR	REVISED	
CHECKED	- JAV	REVISED	
DATE	- 01-12-2010	REVISED	

**VILLAGE OF WINNETKA
 COMMERCIAL DISTRICT STREETScape**

**LIGHTING PLAN
 GENERAL NOTES**

SCALE: 1"=20'	TOTAL SHEETS: 73
	SHEET NO.: 66



- LEGEND
- 1. REMOVAL OF EXISTING LIGHTING UNIT, SALVAGE
 - 2. REMOVE EXISTING HANDHOLE
 - 3. REMOVE EXISTING FESTOON RECEPTACLE
 - 4. REMOVE EXISTING POWER CORD

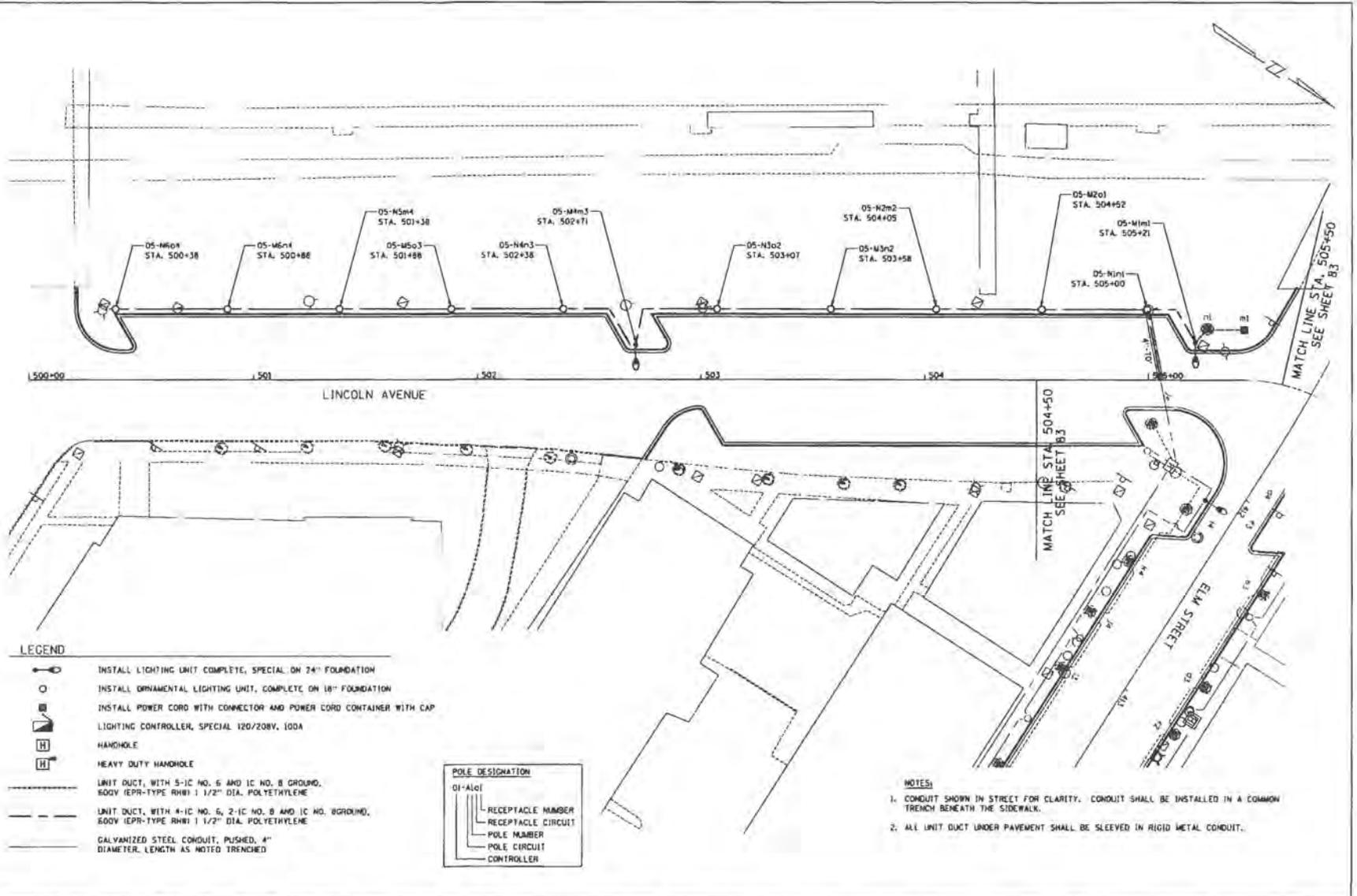
CG Ciorba Group, Inc.
 CONSULTING ENGINEERS
 2807 North Lincoln Avenue, Suite 400
 Chicago, Illinois 60658
 Tel: 773.778.4000 Fax: 773.778.4814

DESIGNED	PLP	REVISION
DRAWN	PLP	REVISION
CHECKED	JHY	REVISION
DATE	01-12-2010	REVISION

**VILLAGE OF WINNETKA
 COMMERCIAL DISTRICT STREETScape**

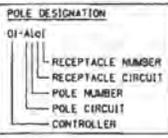
**LIGHTING PLAN
 REMOVAL PLAN**

SCALE: 1"=20'	TOTAL SHEET NO. 74
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LEGEND

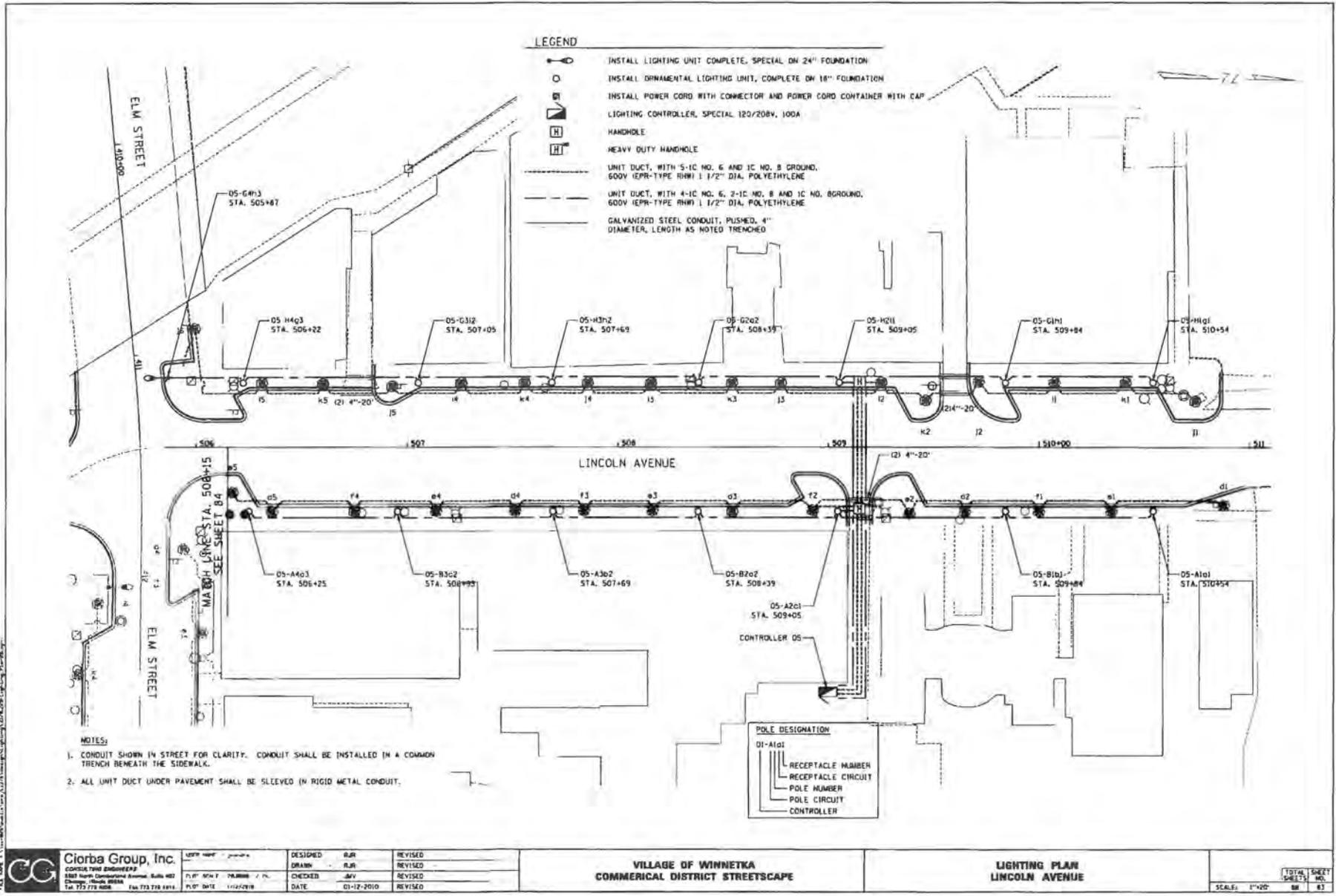
- INSTALL LIGHTING UNIT COMPLETE, SPECIAL ON 24" FOUNDATION
- INSTALL ORNAMENTAL LIGHTING UNIT, COMPLETE ON 18" FOUNDATION
- INSTALL POWER CORD WITH CONNECTOR AND POWER CORD CONTAINER WITH CAP
- LIGHTING CONTROLLER, SPECIAL 120/208V, 100A
- HANDHOLE
- HEAVY DUTY HANDHOLE
- UNIT DUCT, WITH 3-1C NO. 6 AND 1C NO. 8 GROUND, BODY (EPR-TYPE RHW) 1 1/2" DIA. POLYETHYLENE
- UNIT DUCT, WITH 4-1C NO. 6, 2-1C NO. 8 AND 1C NO. 8 GROUND, BODY (EPR-TYPE RHW) 1 1/2" DIA. POLYETHYLENE
- GALVANIZED STEEL CONDUIT, PUSHED, 4" DIAMETER, LENGTH AS NOTED TRENCHED



NOTES

1. CONDUIT SHOWN IN STREET FOR CLARITY. CONDUIT SHALL BE INSTALLED IN A COMMON TRENCH BENEATH THE SIDEWALK.
2. ALL UNIT DUCT UNDER PAVEMENT SHALL BE SLEEVED IN RIGID METAL CONDUIT.

	Ciorba Group, Inc. <small>COMMERCIAL DISTRICT ENGINEERS</small> <small>1327 North Commercial Avenue, Suite 402</small> <small>Chicago, Illinois 60610</small> <small>Tel. 773.778.4000 Fax 773.778.4014</small>	<small>USER NAME: - gromb-</small> <small>DESIGNED: RJB</small> <small>PLAT SCALE: PLANNING / 1" = 10'</small> <small>PLAT DATE: 1/12/2010</small>	<small>DESIGNED: RJB</small> <small>CHECKED: RJB</small> <small>DATE: 01-12-2010</small>	VILLAGE OF WINNETKA COMMERCIAL DISTRICT STREETScape	LIGHTING PLAN LINCOLN AVENUE	<table border="1" style="font-size: 8px;"> <tr> <td>TOTAL SHEET</td> <td>82</td> </tr> <tr> <td>SHEETS</td> <td>80</td> </tr> </table>	TOTAL SHEET	82	SHEETS	80
	TOTAL SHEET	82								
	SHEETS	80								
<small>SCALE: 1"=20'</small>										



Ciorba Group, Inc.
 CONSULTING ENGINEERS
 8807 North Cleveland Avenue, Suite 402
 Chicago, Illinois 60634
 Tel: 773.778.4808 Fax: 773.778.8814

DESIGNED	RJR	REVISED	
DRAWN	RJR	REVISED	
CHECKED	JMV	REVISED	
DATE	01-12-2010	REVISED	

VILLAGE OF WINNETKA
 COMMERCIAL DISTRICT STREETScape

LIGHTING PLAN
 LINCOLN AVENUE

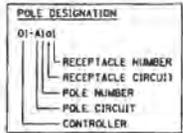
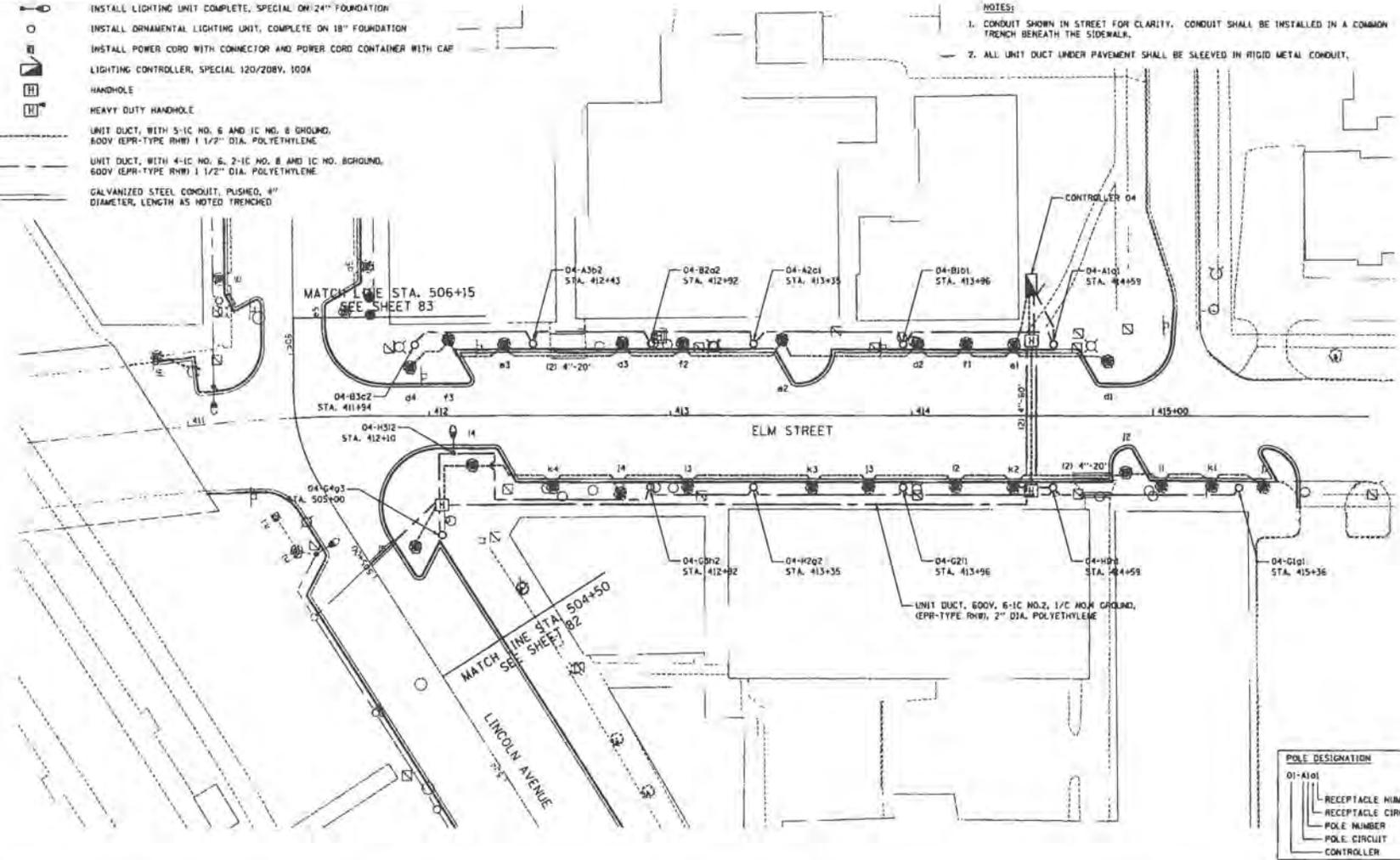
SCALE: 1"=20'
 SHEET NO. 88 83

LEGEND

-  INSTALL LIGHTING UNIT COMPLETE, SPECIAL ON 24" FOUNDATION
-  INSTALL ORNAMENTAL LIGHTING UNIT, COMPLETE ON 18" FOUNDATION
-  INSTALL POWER CORD WITH CONNECTOR AND POWER CORD CONTAINER WITH CAP
-  LIGHTING CONTROLLER, SPECIAL 120/208V, 100A
-  HANDHOLE
-  HEAVY DUTY HANDHOLE
-  UNIT DUCT, WITH 5-1C NO. 6 AND 1C NO. 8 GROUND, BODY (EPR-TYPE RHW) 1 1/2" DIA. POLYETHYLENE
-  UNIT DUCT, WITH 4-1C NO. 6, 2-1C NO. 8 AND 1C NO. 8 GROUND, BODY (EPR-TYPE RHW) 1 1/2" DIA. POLYETHYLENE
-  GALVANIZED STEEL CONDUIT, PUSHED, 4" DIAMETER, LENGTH AS NOTED TRENCHED

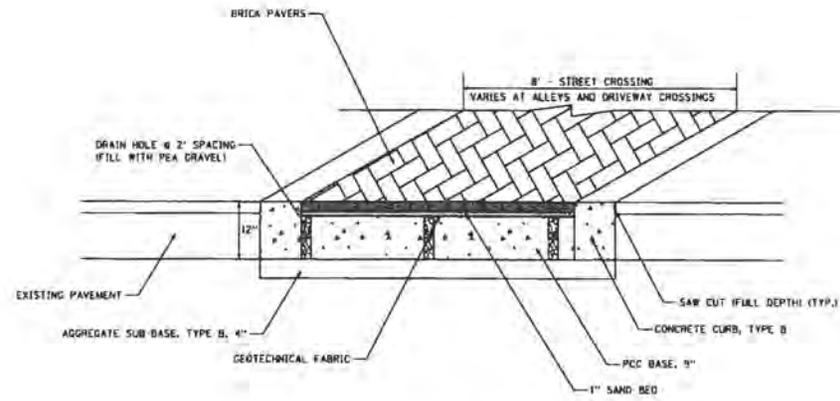
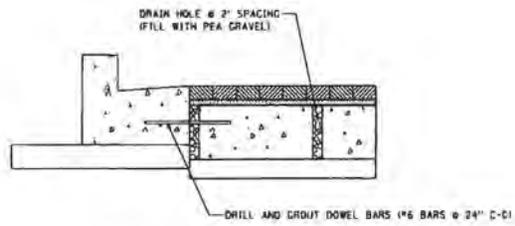
NOTES:

1. CONDUIT SHOWN IN STREET FOR CLARITY. CONDUIT SHALL BE INSTALLED IN A COMMON TRENCH BENEATH THE SIDEWALK.
2. ALL UNIT DUCT UNDER PAVEMENT SHALL BE SLEEVED IN RIGID METAL CONDUIT.



P:\CADD\2010\10-2010\10-2010-01\10-2010-01.dwg, 10/20/2010, 10:20:00 AM, User: jay

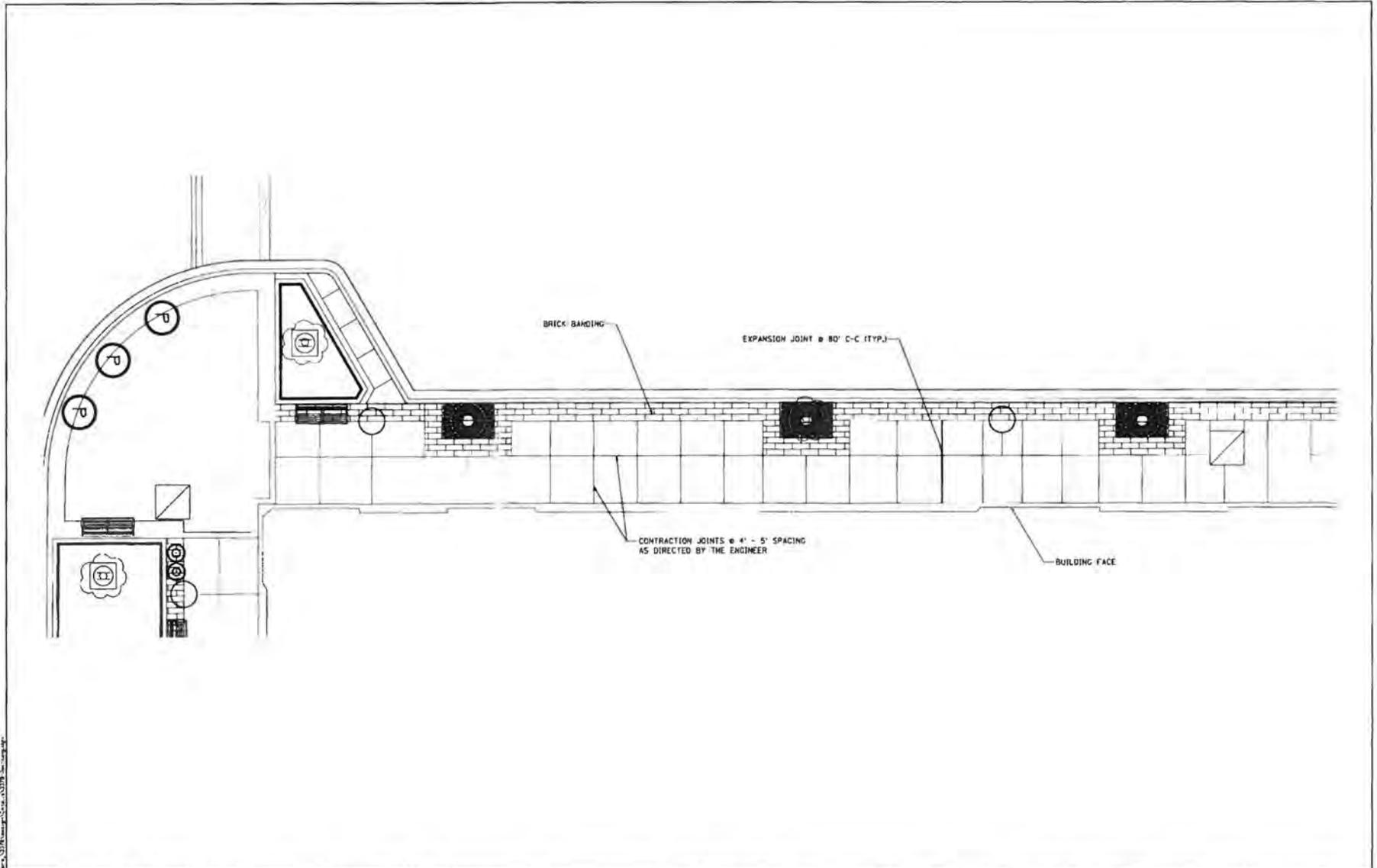
 Ciorba Group, Inc. COMMERCIAL DISTRICTS 8007 North Commercial Avenue, Suite 400 Chicago, IL 60631 Tel: 773.775.2888 Fax: 773.775.4814	DESIGNED - RJP DRAWN - RJP CHECKED - JAY DATE - 01-12-2010	REVISED REVISED REVISED REVISED	VILLAGE OF WINNETKA COMMERCIAL DISTRICT STREETScape	LIGHTING PLAN ELM STREET	TOTAL SHEET NO. 84
	SCALE: 1"=20'			SHEET NO. 84	



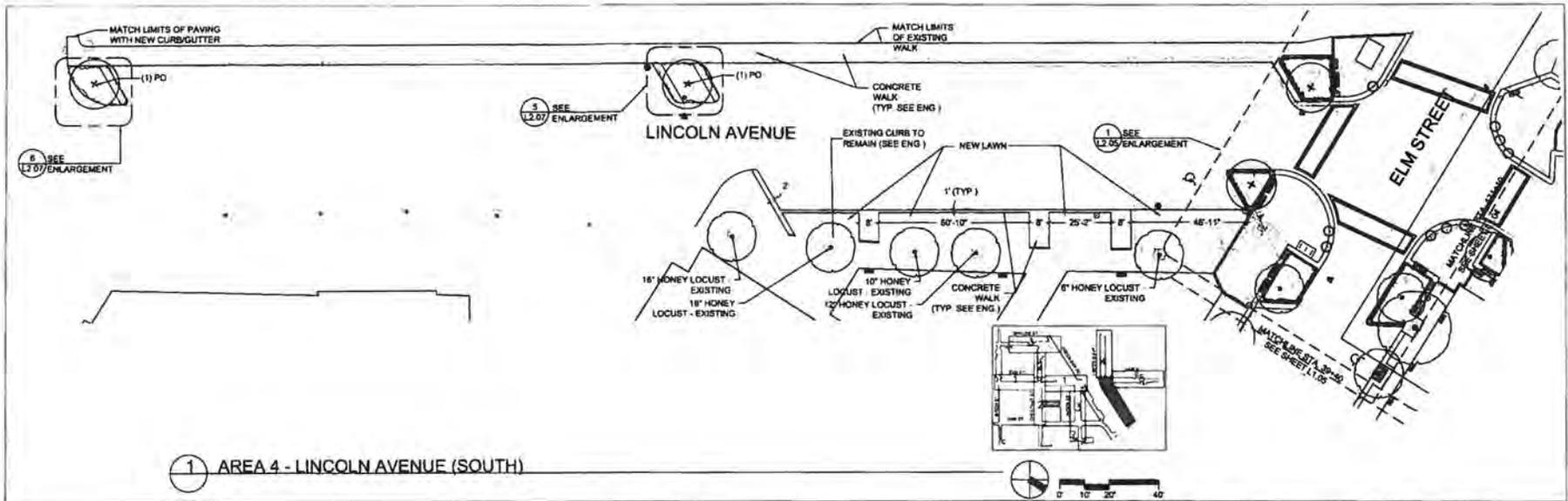
BRICK PAVER CROSSWALK DETAIL

C:\Users\jgibson\OneDrive\Documents\2021\20210114\20210114-13178-Crosswalk.dwg

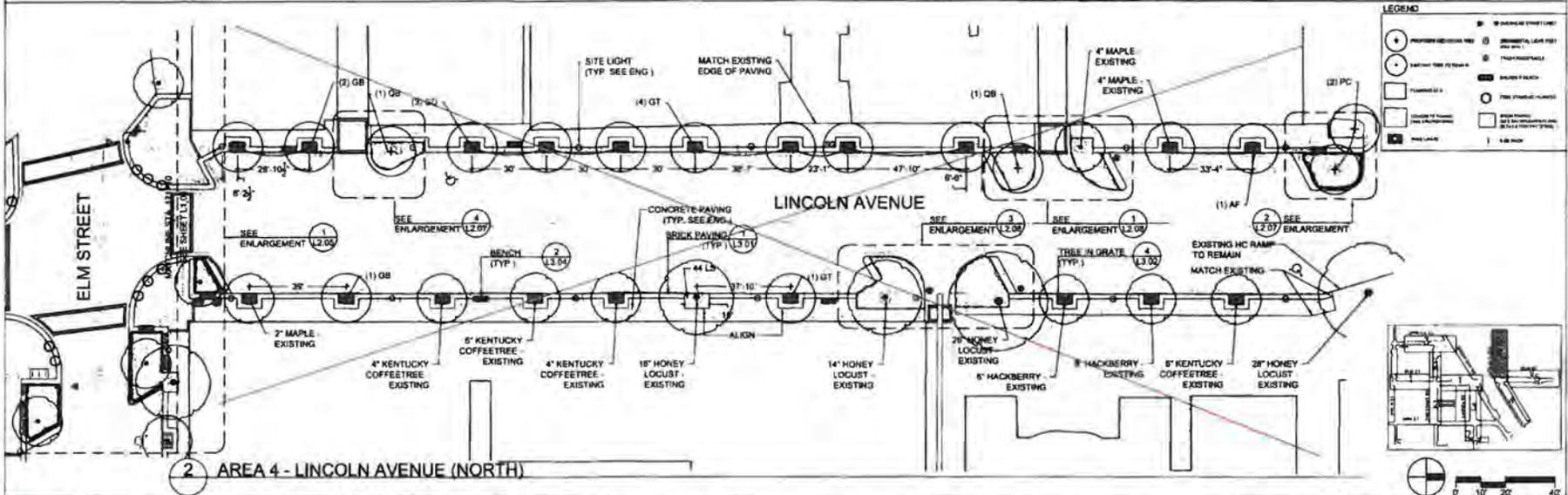
Giorba Group, Inc. CONSULTING ENGINEERS 5300 North Commercial Avenue, Suite 402 Chicago, Illinois 60630 Tel: 773-778-4000 Fax: 773-778-4014	SHEET NAME: _____ PROJECT NAME: _____ PLOT DATE: 1/12/2018	DESIGNED: _____ CHECKED: _____ DATE: 01-12-2018	REVISED: _____ REVISED: _____ REVISED: _____	VILLAGE OF WINNETKA COMMERCIAL DISTRICT STREETSCAPE	BRICK CROSSWALK DETAIL	TOTAL SHEETS: _____ NO.: _____ SCALE: _____
	SCALE: _____		TOTAL SHEETS: _____ NO.: _____			



Ciorba Group, Inc. COMMERCIAL ENGINEERS 1307 North Cumberland Avenue, Suite 403 Chicago, Illinois 60644 Tel. 773.775.4098 Fax 773.775.4814	DESIGNED	REVISION	VILLAGE OF WINNETKA COMMERCIAL DISTRICT STREETScape	TYPICAL JOINTING DETAIL	TOTAL SHEETS SHEETS NO.
	DRAWN	REVISION			
	CHECKED	REVISION			
	DATE 01-12-2010	REVISION			
USER: [blank] PLOT SCALE - 1/8" = 1'-0" PLOT UNIT - 1/7/2010	SCALE:	00 00			

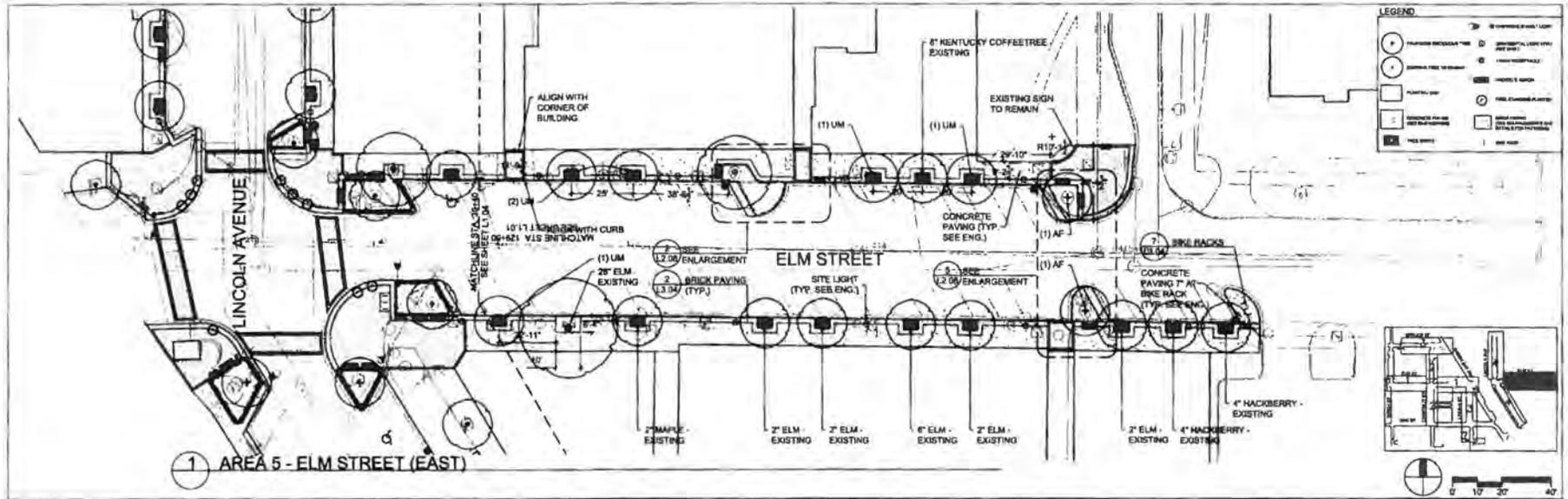


1 AREA 4 - LINCOLN AVENUE (SOUTH)



2 AREA 4 - LINCOLN AVENUE (NORTH)

	DESIGNED: - JB, MJ, JS, PH DRAWN: - MJ, JE, PH CHECKED: - JB, PH DATE: 01.04.2010	REVISED: - REVISED: - REVISED: -	VILLAGE OF WINNETKA STREETScape	LANDSCAPE LAYOUT & MATERIALS PLAN SCALE: 1" = 20'-0" SHEET NO. 10 OF 24 SHEETS STA. TO STA.	SECTION COUNTY TOTAL SHEETS SHEET NO. CONTRACT NO.
	Chicago, Illinois 60644 Tel: 773.778.4000 Fax: 773.778.4011	WINNETKA	PROJECT NO. 10-01-001	VILLAGE OF WINNETKA	SHEET NO. 10 OF 24 SHEETS STA. TO STA.



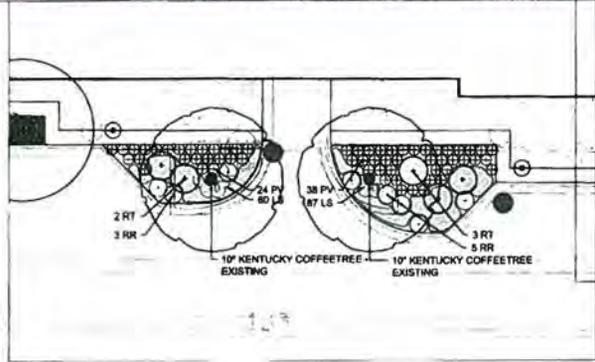

 CHANGING THINGS. BEYOND THE USUAL. 773.773.4000 Fax 773.773.4014

DESIGNED	— JB, MJ, JS, PH	REVISED	—
DRAWN	— MJ, JE, PH	REVISED	—
CHECKED	— JB, PH	REVISED	—
DATE	— 01.08.2010	REVISED	—

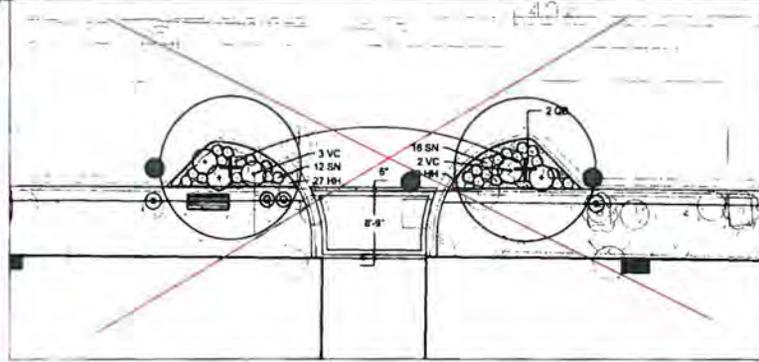
VILLAGE OF WINNETKA STREETSCAPE

LANDSCAPE LAYOUT & MATERIALS PLAN
 SCALE: 1" = 20'-0" SHEET NO. 11 OF 24 SHEETS STA. TO STA.

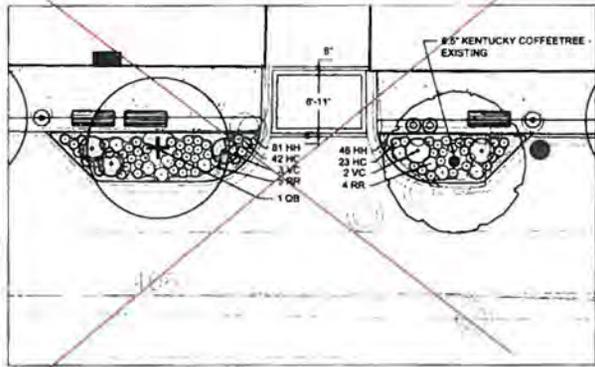
F.A.U. RT.	SECTION	COUNTY	TOTAL SHEET NO.
			11 OF 24
CONTRACT NO.		1105	
FEL. ROAD INT. NO. 1 ELABOR. PER. AND PROJECT			



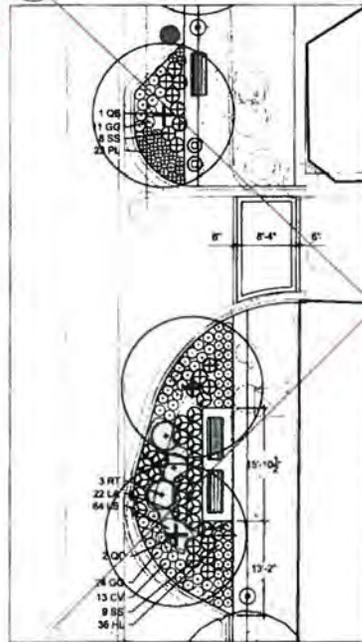
1 NORTH SIDE OF EAST ELM (AREA 1)



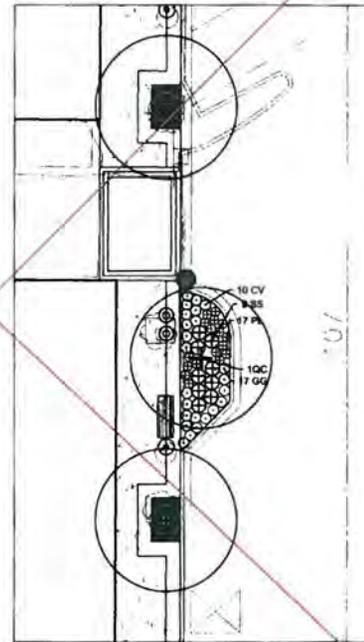
3 SOUTH SIDE OF CENTRAL ELM (AREA 1)



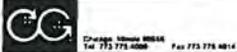
2 NORTH SIDE OF CENTRAL ELM (AREA 1)



4 EAST SIDE OF CHESTNUT (AREA 2)



5 WEST SIDE OF CHESTNUT (AREA 2)



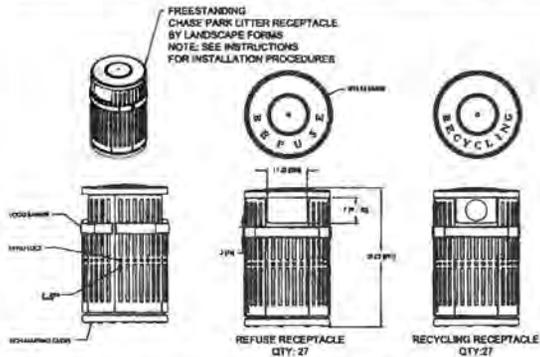
DESIGNED: — JB, MJ, JS, PH — REVISION —
 DRAWN: — MJ, JE, PH — REVISION —
 CHECKED: — JB, PH — REVISION —
 DATE: — 01.08.2010 — REVISION —

VILLAGE OF WINNETKA STREETSCAPE

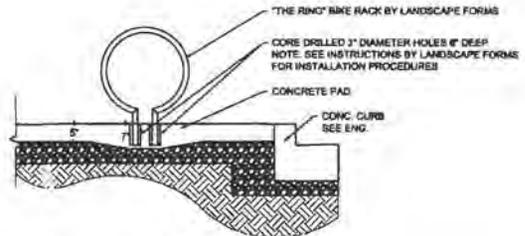
LANDSCAPE ENLARGEMENT PLANS

SCALE: 1" = 8'-0" SHEET NO. 18 OF 24 SHEETS STA. 10 STA. 10 STA.

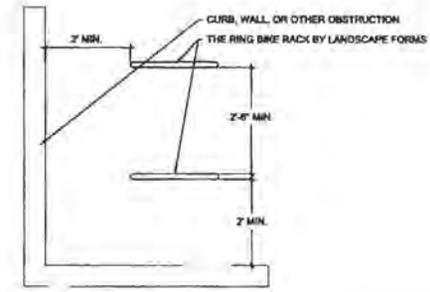
E. AUL RTE	SECTION	COUNTY	TOTAL SHEET NO.
			12.08
CONTRACT NO.			
FED. ROAD DIST. NO. 1 ILLINOIS FED. AID PROJECT			



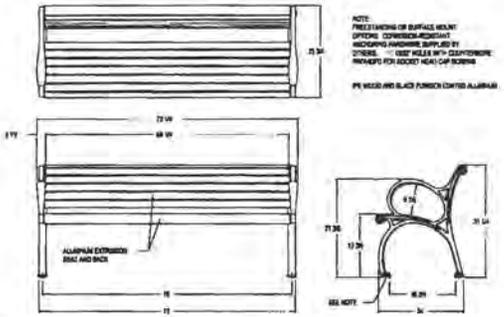
1 CHASE PARK LITTER RECEPTACLE
3/4" = 1"



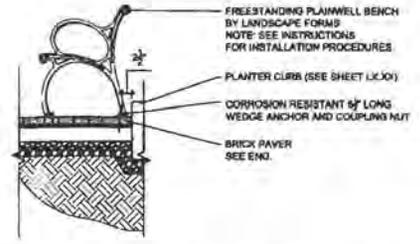
4 RING BIKE RACK (QTY: 13)
3/4" = 1"



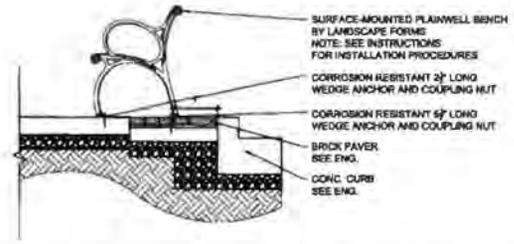
7 BIKE RACK LAYOUT (TYP.)
3/4" = 1"



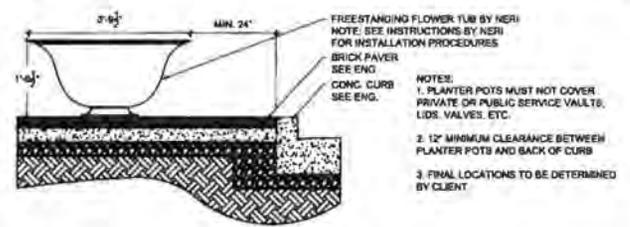
2 PLAINWELL BENCH (QTY: 59)
3/4" = 1"



5 PLAINWELL BENCH AT PLANTER - SECTION
3/4" = 1"



8 PLAINWELL BENCH AT STREET CURB - SECTION
3/4" = 1"



3 TYPICAL PLANTER - SECTION (QTY: 68)
3/4" = 1"



6 TYPICAL PLANTER - PLANTING PLAN
3/4" = 1"

Ciorba Group, Inc. CONSULTING ENGINEERS 5357 North Cumberland Avenue, Suite 402 Chicago, Illinois 60634 Tel: 953.995.2009 Fax: 773.725.4014	DESIGNED	REVISION	VILLAGE OF WINNETKA	VILLAGE OF WINNETKA STREETScape	DETAILS - SITE FURNISHINGS	SCALE	SHEET NO.	OF SHEETS	STA.	TO STA.	T.A.U. JTL	SECTION	COUNTY	TOTAL SHEET
	DRAWN	REVISION										CONTRACT NO.	SHEETS	NO.
	CHECKED	REVISION	WINNETKA											13.04
	DATE	REVISION												

EXHIBIT L

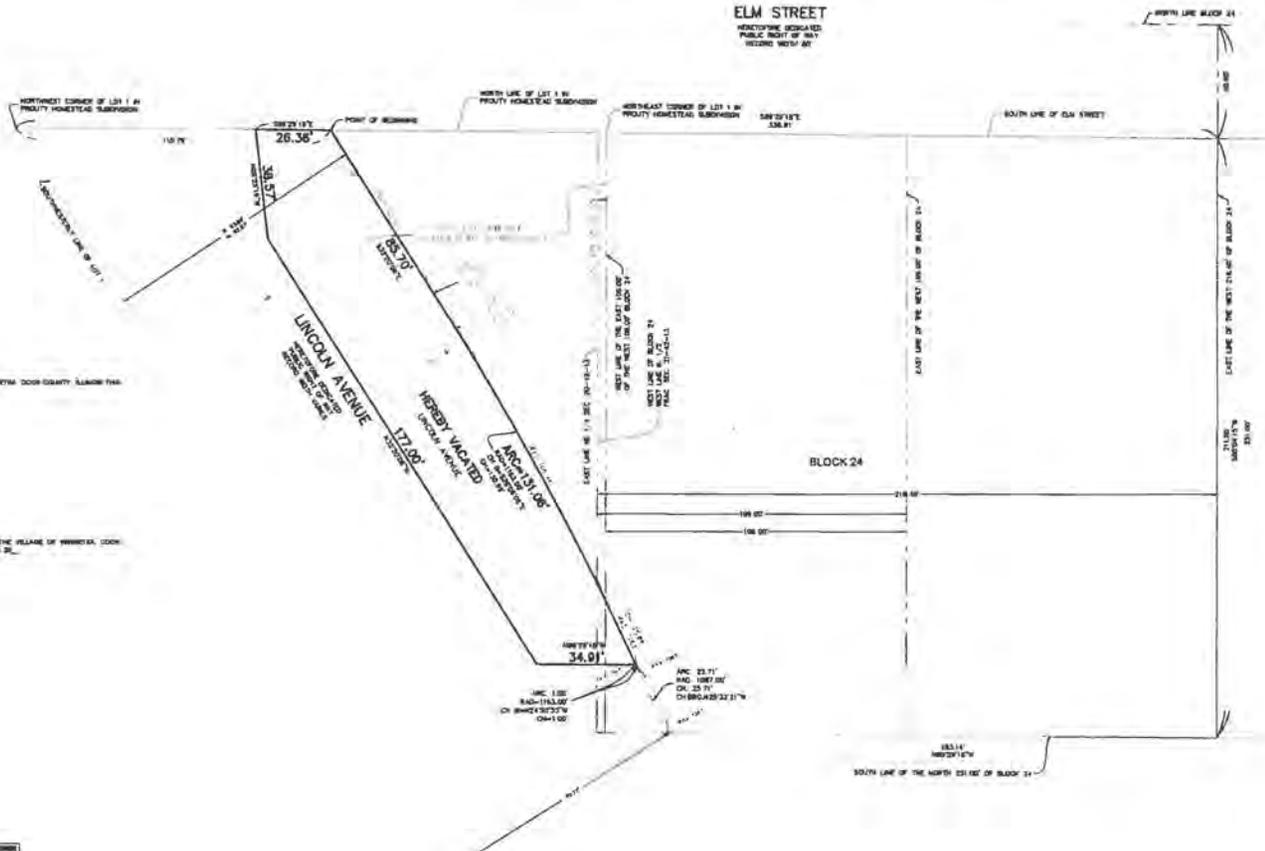
Lincoln Avenue Right-of-Way

Plat of Vacation

OF PART OF LINCOLN AVENUE BEING THAT PART OF THE WEST 238.40 FEET OF THAT PART OF BLOCK 24 LYING SOUTH OF ELM STREET IN WINNETKA, A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 20 AND THE NORTH HALF OF FRACTIONAL SECTION 21, AN ANTE-FORS SUBDIVISION RECORDED AUGUST 8, 1873 AS DOCUMENT NUMBER 119,881, TOGETHER WITH THAT PART OF LOT 1 IN PROUTY HOMESTEAD SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 20 AND THE NORTH HALF OF FRACTIONAL SECTION 21, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 17, 1914 AS DOCUMENT NUMBER 584,991, ALL IN TOWNSHIP 43 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN ALL TAKEN AS A TRACT AND DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF ELM STREET WITH THE NORTHEASTERLY LINE OF LINCOLN AVENUE; THENCE SOUTH 12°20'00" EAST ALONG THE NORTHEASTERLY LINE OF LINCOLN AVENUE 85.70 FEET; THENCE 133.06 FEET ALONG THE NORTHEASTERLY LINE OF LINCOLN AVENUE, BEING THE ARC OF A CIRCLE HAVING A RADIUS OF 1143.00 FEET CONCAVE SOUTHWESTERLY AND WHOSE CHORD BEARS SOUTH 28°06'00" EAST, A DISTANCE OF 130.09 FEET; THENCE NORTH 89°29'18" WEST 34.91 FEET; THENCE NORTH 32°20'00" WEST 177.40 FEET; THENCE NORTH 08°25'18" WEST 38.57 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1; THENCE SOUTH 69°25'18" EAST ALONG THE NORTH LINE OF LOT 1, AFORESAID 26.36 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

CONTAINING 7796 SQUARE FEET OR 0.1790 ACRES, MORE OR LESS.

GRAPHIC SCALE



PLAT COMMISSION CERTIFICATE
 STATE OF ILLINOIS
 COUNTY OF COOK
 APPROVED BY THE PLAT COMMISSION OF THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS THIS _____ DAY OF _____, A.D. 2016.
 BY: _____
 PLAT COMMISSION CHAIRMAN
 ATTEST: _____
 SECRETARY
 VILLAGE COUNCIL CERTIFICATE
 STATE OF ILLINOIS
 COUNTY OF COOK
 APPROVED BY THE PRESIDENT OF THE VILLAGE COUNCIL OF THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS DATED THIS _____ DAY OF _____, A.D. 2016.
 BY: _____
 VILLAGE CLERK PRESIDENT

STATE OF ILLINOIS
 COUNTY OF COOK
 I, ROBERT D. BIEDERMANN, A PROFESSIONAL ILLINOIS LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE PREPARED THE PLAT HEREON DRAWN FROM PREVIOUS PLATS AND RECORDS FOR VACATION PURPOSES AS SHOWN ON THE PLAT HEREON DRAWN. DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
 SIGNED ON _____
 BY: _____
 PROFESSIONAL ILLINOIS LAND SURVEYOR NO. 2833
 My Expiration Expires November 30, 2015

PRELIMINARY

OWNER: ST. GEORGE WINNETKA LLC	OWNER: BUT
ADDRESS: WINNETKA, ILLINOIS	
GREMLEY & BIEDERMANN	
P.L.L.C. Surveyors	
1400 WEST DUNBAR AVENUE, CHICAGO, IL 60606	
Telephone: (773) 686-4800 Fax: (773) 580-0400 Email: RB@G&B-SURV.COM	
BOOK NO.: 2016-23204-002	PAGE NO.: 1 of 1

ORDINANCE M-1-2017

EXHIBIT M

UNCONDITIONAL AGREEMENT AND CONSENT

EXHIBIT M
UNCONDITIONAL AGREEMENT AND CONSENT

TO: The Village of Winnetka, Illinois ("**Village**");

WHEREAS, SB Winnetka, LLC, a Delaware limited liability company ("**SB Winnetka**") is the record title owner of that certain real property located at 736 and 740 Elm Street, Winnetka, Illinois ("**SB Property**"); and

WHEREAS, SB One Winnetka, LLC, a Delaware limited liability company ("**SB One**") is the record title owner of that certain real property located at 511-515 Lincoln Avenue and 714-732 Elm Street, Winnetka, Illinois ("**SB One Property**"); and

WHEREAS, the SB Property and the SB One Property are all located in the C-2 General Retail Commercial and C-2 Overlay Districts under the Winnetka Zoning Ordinance ("**Zoning Ordinance**"); and

WHEREAS, Ordinance No. _____, adopted by the Village Council on _____, 2017 ("**Ordinance**"), grants SB Winnetka and SB One (collectively, "**Applicant**") approval of its preliminary development plan and certain exceptions and modifications from provisions of the Zoning Ordinance to permit Applicant to construct and develop three new mixed-use buildings for retail and residential uses; related on-site and off-site parking improvements; and related on-site and off-site streetscape and landscape improvements ("**Zoning Approvals**"); and

WHEREAS, Section 13 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Applicant has filed, within 10 days following the passage of the Ordinance, its unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in the Ordinance;

NOW, THEREFORE, the Applicant hereby agrees and covenants as follows:

1. The Applicant hereby unconditionally agrees to accept, consent to, and abide by each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.

2. The Applicant acknowledges that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance and the Zoning Approvals, has considered the possibility of the revocation provided for in the Ordinance, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.

3. The Applicant 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 a result of the Village's granting of the Zoning Approvals or its adoption of the Ordinance, and that the Village's approval of the Zoning Approvals does not, and will not, in any way, be deemed to insure the Applicant against damage or injury of any kind and at any time.

4. The Applicant hereby agrees to hold harmless and indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with the Village's adoption of the Ordinance.

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

ATTEST:

VILLAGE OF WINNETKA,
an Illinois home rule municipal corporation

Robert M. Bahan, Village Clerk

By: _____
E. Gene Greable
Its: Village President

ATTEST:

SB ONE WINNETKA, LLC,
a Delaware limited liability company

By: _____
Its: _____

By: _____
Its: _____

ATTEST:

SB WINNETKA, LLC,
a Delaware limited liability company

By: _____
Its: _____

By: _____
Its: _____

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

This instrument was acknowledged before me on _____, 2017, by E. Gene Greable, the Village President of the **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation, and by Robert M. Bahan, the Village Clerk of said municipal corporation.

Given under my hand and official seal this ____ day of _____, 2017.

Notary Public

My Commission expires: _____

SEAL

STATE OF _____)
) SS.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2017, by _____, the _____ of _____, a Delaware limited liability company, and by _____, the _____ of said limited liability company.

Given under my hand and official seal this ____ day of _____, 2017.

Notary Public

My Commission expires: _____

SEAL

ATTACHMENT B

**ONE WINNETKA DEVELOPMENT AGREEMENT
(Including Exhibits A thru O)**

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

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

Above Space For Recorder's Use Only

**DEVELOPMENT AGREEMENT
BETWEEN
THE VILLAGE OF WINNETKA,
AND
SB ONE WINNETKA, LLC AND SB WINNETKA, LLC
(511-515 Lincoln Avenue;
714-740 Elm Street;
and a Portion of Lincoln Avenue Right-Of-Way)
(One Winnetka)
DATED AS OF _____, 2017**

**DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE VILLAGE OF WINNETKA
AND
SB ONE WINNETKA, LLC AND SB WINNETKA, LLC
(511-515 Lincoln Avenue; 714-740 Elm Street;
and a Portion of Lincoln Avenue Right-Of-Way)
(One Winnetka)**

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made as of the ____ day of _____, 2017 by and between the **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation (“**Village**”); **SB ONE WINNETKA, LLC**, a Delaware limited liability company (“**SB One**”); **SB WINNETKA, LLC**, a Delaware limited liability company (“**SB Winnetka**”) (SB One and SB Winnetka are collectively “**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. SB One is the record title owner of properties commonly known as 511-515 Lincoln Avenue and 714-732 Elm Street, Winnetka, Illinois (collectively, “**SB One Property**”).

B. SB Winnetka is the record title owner of the property commonly known as 740 Elm Street and the contract purchaser of the property commonly known as 736 Elm Street, both in Winnetka, Illinois (collectively, “**SB Winnetka Property**”).

C. The SB One and SB Winnetka Properties (“collectively, “**Property**”) comprise approximately 1.38 acres and is depicted and legally described in **Exhibit A** to this Agreement. The Property will also include an approximately 39-foot wide, 7,796 square foot portion of the Lincoln Avenue right-of-way (“**Lincoln ROW**”), as depicted in **Exhibit B**, upon vacation by the Village in accordance with Subsection 8L of this Agreement.

D. The Property is generally located on the southeast corner of Elm Street and Lincoln Avenue in Winnetka and in the C-2 General Retail Commercial and C-2 Overlay Districts under the Winnetka Zoning Ordinance. Redevelopment of the Property requires approval of a planned development in accordance with Chapter 17.58 of the Zoning Ordinance. The Property includes several one and two-story buildings that are or have been occupied by various street level retail uses.

F. The Property is immediately west of and adjacent to the East Parking Facility, an existing Village-owned, public parking lot with ingress and egress on Elm Street.

G. Developer has entered into one or more agreements providing for the redevelopment of the Property, generally including (i) the demolition of the existing buildings on

*All capitalized words and phrases throughout this Agreement shall 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 shall have the meaning ascribed to it in the Zoning Ordinance.

the Property; (ii) the construction and development of three new mixed-use buildings for retail and residential uses; (iii) related on-site and off-site parking public and private improvements, including improvements to the East Parking Facility and the construction and improvement of new public surface and underground parking in and along the Lincoln Avenue right of way; and (iv) related on-site and off-site streetscape and landscape improvements, all as specifically provided pursuant to the Preliminary PD Ordinance and this Agreement (“**Development**”).

H. Developer and its predecessors jointly applied to the Village for approval of a planned development for the Property, approval of a preliminary planned development, and exceptions from and modifications to the height and upper story and rear yard setback requirements for planned developments.

I. On _____, 2017, the Village Council adopted Ordinance No. M-__-17, approving the preliminary plan development plan and granting the Developer’s requested exceptions to and modifications of the otherwise applicable planned development requirements (“**Preliminary PD Ordinance**”). Pursuant to Subsection 6A of the Preliminary PD Ordinance, all of the approvals granted in the Preliminary PD Ordinance were expressly subject to and contingent upon the condition that, notwithstanding any other development rights that may exist with regard to the Property, the Development shall be constructed, used, operated, and maintained pursuant to the terms and conditions of this Agreement.

J. The Corporate Authorities, after due and careful consideration, have concluded that the redevelopment and use of 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.

SECTION 2. DEFINITIONS; RULES OF CONSTRUCTION.

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

“Building Height Plan”: That certain plan entitled “Building Height Plan” that is a component of the Preliminary Development Plan and approved in the Preliminary PD Ordinance, prepared by Lucien Lagrange Studio and consisting of three sheets, with a latest revision date of October 12, 2016, a copy of which is attached to this Agreement as **Exhibit C**.

“Common Area”: All areas of the Property that are not within any of the Residential Units, retail spaces, or the public improvements.

“Construction Schedule and Staging Plan”: That certain “Construction Schedule and Staging Plan” that is a component of the Preliminary Development Plan and approved in the Preliminary PD Ordinance, prepared by W.E. O’Neil Construction Co., consisting of two sheets, with a latest revision date of October 11, 2016, a copy of which is attached to this Agreement as **Exhibit D**.

“Corporate Authorities”: The Village President and Village Council.

“Design Element Plan”: That certain “Design Element Plan” that is a component of the Preliminary Development Plan and approved in the Preliminary PD Ordinance, prepared by Lucien Lagrange Studio and consisting of 24 sheets, with latest revision date of October 10, 2016, a copy of which is attached to this Agreement as **Exhibit E**.

“Development Plan”: Prior to approval of the Final Development Plan, Development Plan refers to the Preliminary Development Plan. Upon approval of the Final Development Plan, and by amendment to this Agreement, the Final Development Plan will replace the Preliminary Development Plan as the Development Plan.

“East Parking Facility”: That certain “East Garage” parking facility, as depicted in the Site and Floor Plans and providing 114 public parking spaces.

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

“Events of Default”: Defined in Subsection 12.A of this Agreement with respect to Developer, and in Subsection 12.B of this Agreement with respect to the Village.

“Final Development Plan”: That certain set of plans and documents that will be submitted by Developer and approved by the Village pursuant to the Final PD Ordinance.

“Final PD Ordinance”: The ordinance adopted by the Corporate Authorities approving the Final Development Plan and granting final planned development approval for the Development.

“Floor and Site Plan”: That certain plan entitled “Floor and Site Plan” that is a component of the Preliminary Development Plan and approved in the Preliminary PD Ordinance, prepared by Lucien Lagrange Studio and consisting of 14 sheets, with a latest revision date of October 12, 2016, a copy of which is attached to this Agreement as ***Exhibit F***.

“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 shall 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.

“Hadley Institute Plan”: That certain plan entitled “Hadley Institute Plan,” that is a component of the Preliminary Plan and approved in the Preliminary PD Ordinance, consisting of five sheets (including the related product date), prepared by Developer, with latest revision date of October 10, 2016, a copy of which is attached to this Agreement as ***Exhibit O***.

“Improvements”: The on-site and off-site, public and private, improvements to be made in connection with the redevelopment of the Property (other than the buildings), as provided in Section 5 of this Agreement.

“Landscape Plan”: That certain plan entitled “Landscape Plan” that is a component of the Preliminary Development Plan and approved in the Preliminary PD Ordinance, prepared by Daniel Weinbach & Partners, LTD, consisting of 10 sheets, with latest revision date of October 10, 2016, a copy of which is attached to this Agreement as ***Exhibit G***.

“Lincoln ROW”: That approximately 39-foot wide, 7,796 square foot portion of the Lincoln Avenue right-of-way to be vacated by the Village and conveyed to the Developer pursuant to this Agreement.

“Loading and Refuse Plan”: That certain plan entitled “Loading and Refuse Plan” that is a component of the Preliminary Development Plan and approved in the Preliminary PD Ordinance, prepared by Lucien Lagrange Studio and consisting of four sheets, with latest revision date of October 10, 2016, a copy of which is attached to this Agreement as **Exhibit H**.

“On-Street Parking Facility”: The 54 on-street public parking spaces in and along Lincoln Avenue right-of-way between Oak Street and Elm Street.

“Parking Facilities”: The West Parking Facility, the Resident Parking Facility, the East Parking Facility, and the On-Street Parking Facility, all as shown on the Floor and Site Plans.

“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.

“Preliminary Development Plan”: The set of plans and documents comprising the preliminary development plan for the Property, as approved, defined, and required in Section 3 of the Preliminary PD Ordinance, consisting of the Floor and Site Plan, Loading and Refuse Plan, Construction Schedule and Staging Plan, Building Height Plan, Design Elements Plan, Renderings and Aerial Views Plan, Landscape Plan, and the Hadley Institute Plan.

“Preliminary PD Ordinance”: Ordinance No. M-____-17, adopted by the Corporate Authorities on _____, 2017, approving the Preliminary Development Plan and granting preliminary approval of the planned development.

“Property”: That certain tract of land, consisting of approximately 1.38 acres, commonly known as 511-515 Lincoln Avenue and 714-740 Elm Street and the Lincoln ROW.

“Public Improvements”: Those Improvements that will be dedicated to, and accepted by, the Village.

“Renderings and Aerial Views Plan”: That certain plan entitled, “Renderings and Aerial Views Plan” that is a component of the Preliminary Development Plan and approved in the Preliminary PD Ordinance, prepared by Lucien Lagrange Studio and consisting of 11 sheets, with latest revision date of October 10, 2016, a copy of which is attached to this Agreement as **Exhibit I**.

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

“Resident Parking Facility”: The underground parking facility providing 106 private parking spaces on the Property dedicated to residents of the residential units of the Development.

“Residential Unit”: The residential units provided by the Developer as part of the Development pursuant to Subsection 5.B of this Agreement.

“Site Restoration”: Site restoration and modification activities to establish a park-like setting suitable for passive outdoor recreational activities.

“Structure”: A building or structure as defined in the Zoning Ordinance.

“Village Code”: “Winnetka Village Code”, as amended.

“Village Streetscape Plan”: That certain plan entitled “Village Street Scape Plan,” _____, a copy of which is attached to this Agreement as ***Exhibit J***.

“West Parking Facility”: The parking facility located under the Lincoln Avenue right-of-way, which is located on Village property and will be dedicated to the Village, and is depicted in the Floor and Site Plan, and providing 56 underground public parking spaces.

“Zoning Ordinance”: “The Winnetka Zoning Ordinance”, as amended.

B. Rules of Construction.

1. **Grammatical Usage and Construction.** In construing this Agreement, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall 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” shall mean 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. ACQUISITION OF PROPERTY BY DEVELOPER.

Developer has represented, and does hereby warrant and represent, to the Village that, prior to approval of the Final PD Ordinance by the Village, Developer will have lawfully acquired all of the legal and beneficial interest in and to the Property. The parties acknowledge and agree that the ownership of the Property by Developer throughout the construction phases of the development project governed by this Agreement is a necessary and material part of this Agreement. In the event that Developer is declared and determined, by a court of law with appropriate jurisdiction, to not have a valid ownership interest in and to the Property, the Village shall have the right, without objection of Developer, to terminate this Agreement, revoke the Preliminary and Final PD Ordinances, and take the necessary steps to cause the Property to be governed solely by the C-2 General Retail Commercial and C-2 Overlay Districts under the Zoning Ordinance.

SECTION 4. DECLARATIONS OF COVENANTS AND EASEMENTS.

Developer shall, not later than the time it presents the Final Development Plan to the Village for approval, execute and deliver to the Village Clerk one or more documents providing for applicable declarations of covenants (individually and collectively, "**Declaration**"), together with a sufficient sum, in current funds, to reimburse the Village for the actual cost of recording the Declaration against the Property. The Declaration shall contain, at a minimum, the restrictions for the Property set forth in Paragraphs 1 through 2 of this Section, and shall not contain any term or provision that is inconsistent with the terms of this Agreement.

1. Homeowners Associations. The Developer shall be required to create and establish one or more associations for the owners of the Residential Units on the Property ("**Associations**") in the same or similar manner as is required under the Requirements of Law. The documents creating and governing the Associations, including without limitation the Declaration, shall, at a minimum, contain the following provisions:

- a. Membership in Associations. Membership in the Associations governing their Residential Unit shall be mandatory for each and every owner and successive owner of a Residential Unit having a right to the use or benefit of any Common Area.
- b. Insurance. Each Association shall be responsible for casualty and liability insurance and real estate taxes, if any, for those portions of the Common Areas governed by such Association.
- c. Operation and Maintenance. The Associations shall own, and shall be responsible for the continuity, care, conservation, maintenance, and operation of, in a first rate condition, in perpetuity, and in accordance with predetermined standards, all Common Areas and other privately owned improvements. The Associations shall regularly and systematically perform the maintenance, repair, and replacement of any and all parts or portions of the Common Areas necessary to permit such Common Areas to function as originally designed.
- d. Association Fees. The owners of each Residential Unit shall pay their pro rata share of all costs and expenses incurred by the Association governing such Residential Unit by means of assessments to be levied by such Association that meet the requirements for becoming a lien, foreclosable in the same manner as statutory mortgage liens, on each such member's fee interest in the Property, in accordance with the statutes of the State of Illinois. An Association shall have the right to adjust such assessment to meet changing needs. The membership vote required to authorize such an adjustment shall not be fixed at more than fifty-one percent (51%) of the members voting on the issue.
- e. Waiver of Objection to Special Assessment. All members of the Associations shall waive any and all right to object to a special assessment on the Property or any portion of the Property by the Village for future improvements within the Subject Property.

- f. Final Approval by Village. The Village, through its Village Manager, shall have the right of final approval of the Declaration, which approval will be based solely on whether the Declaration complies with the provisions of this Section.
- g. Approval of Modifications by Village. No modifications or revisions to the provisions in the Declaration required by this Section, or to any provision that is inconsistent with the requirements of this Agreement shall be effective without the prior review and written approval of the Village Manager, which approval will be based solely on whether any such modifications or revisions comply with the provisions of this Section.
- h. By-Laws. The by-laws of the Associations shall at no time be inconsistent with the Declaration or the terms of this Agreement.

2. General Provisions.

- a. Enforcement. The Village, as well as the owners of each Residential Unit, shall have the right to enforce the Declaration.
- b. Village Right to Repair. The Village shall have the right, but not the obligation, after 30 days' written notice to the Association or Developer, as the case may be, (i) to perform any maintenance, repair or replacement work that, in the reasonable opinion of the Village, the Association or Developer, as the case may be, has neglected to perform on all or any portion of the Common Areas; (ii) to assess the membership of the Association the actual cost for such work or to charge Developer the actual cost for such work, as the case may be, together with interest and the cost of collection, including legal fees and administrative expenses, if any; (iii) to file a lien against the fee interest of the Association or of any member failing to pay the assessment or to file a lien against all portions of the Property in which Developer or other owner retains any legal, equitable or contractual interest for failure to pay any amount so charged, as the case may be, which lien shall be subordinate to the lien of any pre-existing mortgage recorded against such interest; and (iv) to foreclose such lien in the same manner as provided for statutory mortgage liens.
- c. Release; Hold Harmless. The Associations and their members shall release, indemnify and save harmless the Village and its elected and appointed officers, officials, agents, representatives, attorneys and employees from, and waive all of their rights against the Village and its elected and appointed officers, officials, agents, representatives, attorneys and employees for, all claims, litigation and liability, including administrative costs and attorney's fees incidental thereto, on account of violations of any restrictive covenants applicable to the Property including without limitation the restrictive covenants contained in the Declaration, or on account of any other claim, injury or loss, no matter how

sustained, allegedly caused by, connected with, or in any way attributable to, the Village's review and approval of any plans for the Property or the Improvements, or as a result of the issuance of any approvals, permits, certificates or acceptances for the development or use of any portion of the Property or the Improvements.

- d. Nature and Survival of Obligation. The Declaration shall run with and bind the Property and each Residential Unit, and all portions thereof, except for any interest held on the Property by the Village or any other governmental body, and shall be binding on the Developer, and its successors in interest, to all portions of the Property and Residential Units, except for the Village and any other governmental body.
- e. Term, Termination, and Amendment. The term of the Declaration shall be for 20 years and shall thereafter be automatically renewed for continuous terms of 5 years; provided, however, that the Declaration may provide for its amendment, modification or termination at any time upon obtaining the prior written consent of the Village to said amendment, modification, or termination.

SECTION 5. DEVELOPMENT, USE, OPERATION AND MAINTENANCE OF THE PROPERTY.

Notwithstanding any use or development right that may be applicable or available to the Property pursuant to the Zoning Ordinance, the Property shall be redeveloped, 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. Final Planned Development Approval. The Developer shall work diligently and do all work necessary to produce a Final Development Plan and shall submit its application for final approval of the Development within 180 days after the effective date of the Preliminary PD Ordinance and which shall be (i) in substantial conformity with the approved Preliminary Development Plan; and (ii) satisfactory to the Village Engineer, in the Village Engineer's sole and absolute discretion that the Final Development Plan is in accordance with the Requirements of Law. The Village will cooperate with the Developer and promptly perform any reviews or related actions required with regard to any consents, permissions, or approvals requested by Developer.

B. Residential Units. Not less than 55 and not more than 62 Residential Units shall be constructed or occupied on the Property.

C. Commencement and Completion of Construction.

1. Building Permit. The Developer shall commence construction, beyond mere fencing and preparation of the worksite, of the Improvements and development of the Property within 60 days after the issuance by the Village of a building permit for the Development. Upon adoption of the Final PD Ordinance, the Developer shall file all necessary permit applications and other required materials in a timely manner that provides the Village the opportunity to review and approve the required permits or other authorizations in a timely

manner. Construction of the Improvements and the Proposed Development shall be undertaken in accordance with the building permit and the specific construction schedule to be incorporated therein, and substantially complete no later than 720 days after the date of approval of the building permit for the Development. The Village will cooperate with the Developer and promptly perform any reviews or related actions required with regard to any consents, permissions, or approvals requested by Developer in order to facilitate Developer's compliance with the Construction Schedule and Staging Plan.

2. Footings and Foundation Permit. Notwithstanding any other provision in the Winnetka Village Code, the Village hereby agrees to issue a permit (the "**Footings and Foundation Permit**") to Developer to allow Developer to construct the footings and the foundation for the buildings in the Development, prior to the issuance of a building permit for the buildings, if, and only if, Developer shall have first delivered to the Village (i) construction plans, in compliance with all applicable codes and this Agreement, that, in the Village's Director of Community Development's sole discretion (consistent with commonly accepted construction practices and standards), sufficiently detail elevations, structural loading, life safety, emergency ingress and egress, and engineering aspects of the development of the Property and (ii) an indemnification agreement, acceptable to the Village Attorney, indemnifying the Village and acknowledging that all work performed by Developer pursuant to such Footings and Foundation Permit is at the sole risk of Developer. Within 30 days after the completion of the construction of the footings and foundation for the buildings, Developer shall deliver to the Village a professionally prepared spot survey of the Property and the completed footings and foundation. The spot survey shall accurately and clearly depict and demonstrate compliance with applicable yard, setback, and coverage requirements and other applicable provisions of this Agreement. If the Village determines, based on the spot survey or other reliable information, that the footings and/or foundation do not comply with applicable regulations and this Agreement, Developer shall take immediate steps to alleviate the noncompliance.

D. Common Areas. The Developer shall provide for and maintain the Common Areas; provided, however, that upon recordation of the Declaration, the Associations or other entity created by the applicable Declaration shall be responsible, and the Developer will be released from all liability, for such maintenance.

E. General Use and Development Restrictions. The development and use of, and the construction on, the Property, shall, except for minor alterations due to final engineering and site work approved by the Village Engineer, comply, and be in accordance, with the following:

1. this Agreement;
2. the Preliminary PD Ordinance and the Final PD Ordinance (including Exhibits);
3. the Final Plat;
4. the Development Plan, and all individual plans and documents of which it is comprised;
5. the Village Code;
6. the Zoning Ordinance;

7. the Subdivision Ordinance;
8. Building Code;
9. 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 9 of this Subsection, the plan or document that provides the greatest control and protection for the Village shall control. All of the plans and documents listed as items 1 through 9 of this Subsection shall 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.

F. Refuse and Recycling Collection. Developer shall provide a sufficient quantity of separate containers for the collection and disposal of refuse and of recyclable materials on the Property, as determined by the Director of Public Works in his or her discretion. Developer will manage the collection and disposal of refuse and of recyclable materials on the Property to alleviate, to the greatest extent possible, noise and inconvenience to the residents of the Development and neighboring properties, as more specifically provided in the Loading and Refuse Plan, which plan shall, at a minimum, prohibit collection prior to 7:00 a.m. on any day. The Developer will not be responsible for the refuse and recycling collection by the Village or the Village's contractor.

G. Vehicular Ingress and Egress. Developer shall ensure that all ingress and egress from the Property and the Parking Facilities have adequate turning radiuses for vehicular use, including delivery trucks and refuse collection trucks, and provide for adequate sightlines and access, as depicted in the Loading and Refuse Plan, and which shall be fully depicted and described in Final Engineering Plans submitted as part of the Final PD Ordinance.

H. Installation of Signage. The installation, construction, location, and maintenance of all signage on the Property shall be governed by Chapter 15.60 of the Village Code.

I. Dedicated Bench and Tree Preservation. Developer shall identify and relocate, or if necessary replace and relocate, any dedicated trees, benches, or other markers that will be damaged or removed as part of the construction and development of the Property in accordance with Subsection 6H of the Preliminary PD Ordinance.

J. Ventilation. All exhaust emanating from commercial kitchens and similar facilities within the non-residential portions of the Development shall be vented through the roof of the Development at elevations in excess of existing buildings adjacent to the Property.

K. Continued Cooperation. Developer will meet separately on a regular basis with the Hadley Institute and representatives from the 711 Oak Street property in order to eliminate, or reduce to the greatest extent possible, the impact on those properties and operations of the construction and use of the Development. Unless the Developer and the respective representatives of the Hadley Institute and 711 Oak Street agree otherwise, these meetings will occur once a month during the first 12 months after commencement of construction and once every two months thereafter until the final certificate of occupancy for the

Proposed Development is issued. The Developer will provide the Village with reasonably documented written reports outlining the issues discussed at the meetings undertaken pursuant to this Subsection.

L. Use and Maintenance of the Subject Property. To assure that the public health, safety and general welfare are protected during construction of the Development on the Property and specifically pending and during the demolition and redevelopment of the existing structures on the Property, the following minimum standards, including the minimum standards set forth in Village Code Sections 15.32.150 and 15.48, for the use and maintenance of the Property shall apply:

1. Prior to demolition, Developer shall not allow the Property or any of the buildings on the Property to fall into disrepair and shall promptly make all necessary repairs. Developer shall also maintain the buildings and the Property in a safe and proper condition and in good repair.

2. As used in this subsection, “proper” shall mean:

- a. that Developer shall use commercially reasonable efforts, as determined by the Director of Community Development, under the supervision of the Village Manager, to ensure: (i) that exterior enclosures (exterior walls, windows, doors, etc.) are adequately maintained, watertight and in good operating condition; (ii) that roofing systems are adequately maintained and watertight; (iii) that all heating, ventilating, air conditioning, electric, plumbing and fire- and life-safety systems serving the existing buildings and commercial tenant spaces are maintained in good repair and remain functional at all times; (iv) that parking areas are kept clean and well lit; and (v) that structural systems are maintained in good repair, with any indication of structural deterioration promptly repaired;
- b. that Developer shall use its best efforts, as determined by the Director of Community Development, under the supervision of the Village Manager, to ensure: (i) that any damage from vandals, including graffiti, are promptly removed; (ii) that any debris and accumulations of dirt are promptly removed; (iii) that salt or similar de-icers are applied to pedestrian walkways, vehicular driveways and parking areas to protect against the accumulation of snow and ice; and (iv) that accumulations of snow and ice on such areas be promptly removed; and
- c. that Developer shall promptly replace any cracked or broken windows within seven days, unless otherwise approved by the Director of Community Development.

3. All materials used in maintaining and repairing the Property and the existing buildings shall be of equal or better quality than the existing materials.

M. Taxes and Utilities. Developer shall pay all taxes and utility fees as and when due and shall provide proof that the Property is free of utility, tax or other liens as a condition for final planned development approval and as a condition for the issuance of any permits.

N. Term of Building Permit. The building permit issued for the construction of the Proposed Development shall be in effect for a term of 24 months from the date of issuance, and shall be conditioned on compliance with the specific construction schedule to be incorporated therein.

SECTION 6. PLAN COMPLIANCE INSPECTOR.

The parties acknowledge and agree that, in light of the scope of the Development and the time and resources required to review and monitor its construction, it may be necessary for the Village to retain the assistance of a qualified individual to ensure compliance with the Final PD Ordinance, Development Plan, and this Agreement ("***Plan Compliance Inspector***"). Prior to the issuance of a building permit for construction on the Property, the Village and Developer shall mutually select a professional engineer or architect or other qualified individual to be the Plan Compliance Inspector. The Plan Compliance Inspector's responsibilities shall be to regularly inspect the construction activity and materials to ensure that the same are in compliance with the Final PD Ordinance, Development Plan and this Agreement. The Plan Compliance Inspector shall report any and all discrepancies to both Developer and the Village. The Plan Compliance Inspector shall have no authority to require or impose different or additional standards or regulations than those set forth in this Agreement and the Final PD Ordinance; shall have no authority to issue stop work orders or impose penalties on Developer; and shall have no authority to charge fees in excess of the fees provided for by Village Code Section 15.32.020 and Resolution R-59-2016, "A Resolution Amending the General Building and Miscellaneous Service Fees." The Plan Compliance Inspector shall invoice the Village for services rendered and Developer shall reimburse the Village for the same promptly upon receipt of an invoice therefor; provided that the maximum reimbursement required by Developer under this Section shall be \$30,000.00.

SECTION 7. IMPROVEMENTS.

A. Description of Improvements. Developer shall, at its sole cost and expense, construct and install all of the public and private Improvements depicted on the Final Engineering Plan and the Final Plat, including without limitation the improvements listed in Paragraphs 1 - 12 of this Subsection:

1. **Stormwater.** Stormwater detention facilities, including, without limitation, storm sewer mains, stormwater detention areas, pump stations and related appurtenances in the manner provided by the Village Engineer and, upon such approval, incorporated into, and depicted on, the Final Engineering Plan as part of the Final PD Ordinance.

2. **Sanitary Sewer.** Sanitary sewer mains, sanitary sewer lines, pumps, emergency backup power, and related appurtenances for each buildings and Residential Unit, in the manner approved by the Village Engineer and, upon such approval, incorporated into, and depicted on, the Final Engineering Plan as part of the Final PD Ordinance.

3. **Potable Water.** Water mains and distribution facilities and appurtenances necessary to service the Property in the manner approved by the Director of Water and Electric

and, upon such approval, incorporated into, and depicted on, the Final Engineering Plan as part of the Final PD Ordinance.

4. Roads and Sidewalks. Public and private roadways and internal circulation drives, emergency gates, and public and private sidewalks on the Property, as depicted on the Final Engineering Plan as part of the Final PD Ordinance.

5. Parking Facilities. Construction and installation of the Parking Facilities.

6. Video Surveillance for West and East Parking Facilities. Installation of a video surveillance system for the West Parking Facility and the East Parking Facility that is compatible and integrated with the Village's existing video surveillance system, and that will be incorporated into the Final PD Ordinance.

7. Pedestrian Safety Measures for East Parking Lot. Installation of safety measures to adequately alert pedestrians to vehicular traffic entering and exiting the East Parking Facility, after conferring with Village staff and the Hadley School for the Blind to determine best practices for such safety measures. The final package of safety and related measures will be incorporated into the Final PD Ordinance.

8. Landscaping and Streetscape. Installation of all landscaping as depicted on the Landscape Plan, including specifically, without limitation, the following:

- a. Landscape and streetscape improvements, including specifically, without limitation, street lights, clay pavers, tree grates, irrigation, bike racks, trees, and other streetscape improvements, along (a) the north side of Elm Street, from Arbor Vitae to Lincoln Avenue; (b) the west side of Lincoln Avenue, from Oak Street to Elm Street; and (c) the east side of Lincoln Avenue, from Elm Street to the southern property line of the Property, all in accordance with the Village Streetscape Plan.
- b. Landscape and streetscape improvements on the south side of Elm Street, from Arbor Vitae to Lincoln Avenue; the east side of Lincoln Avenue, from Oak Street to Elm Street; and surrounding the West Parking Facility and the east bluff of the railroad right-of-way adjacent to the West Parking Facility.
- c. All trees, shrubs, plantings, and ornamentals shall be healthy, and of the size, height, and species described in the Landscape Plan.
- d. The Village Forester shall have the right to reasonably reject or require replacement of any landscaping that is not in accordance with this Agreement.
- e. Developer shall, 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.
- f. Upon installation, the trees required to be installed and planted pursuant to this Agreement shall have the minimum height and

diameter as represented on the Landscape Plans, and shall comply with the tree replacement requirements set forth in Village Code Section 15.28.020.

- g. Developer shall replace any plantings that are not healthy and growing after one year from the date of installation.

9. Elm Street Water Main. Installation of a new, public water main with a diameter of no greater than 20 inches, the final diameter of which will be determined by the Village, on Elm Street, from the existing Maple Street water main to Lincoln Avenue. The new water main will be installed within the Elm Street right-of-way, at a location approved by the Village as part of the Final Engineering Plans incorporated into the Final Development Plan. As part of this work, the Developer shall: (1) terminate the existing Lincoln Avenue water main at Oak Street, abandoning in place or removing the section of the Lincoln Avenue water main between Oak Street and Elm Street; (2) transfer all existing water services and water main connectors to the new Elm Street water main; and (3) make any and all necessary modifications to the Lincoln Avenue water main at its Oak Street termination point to ensure the quality of the water available to the 711 Oak Street property is unaffected. Upon completion of the new Elm Street water main, the existing six-inch Elm Street water main will be taken out of service.

10. Other Utilities. The extension, installation, connection, and relocation of any and all other utility facilities necessary to serve the Proposed Development and as depicted on the Final Engineering Plan and Final Plat, including without limitation: (a) water service connections and meters, fire hydrants and standpipes, electric service connections and individual service lines, electric meters and transformers, sanitary sewer lines and storm sewer lines; (b) all applicable service and connection fees; and (c) any upgrades to Village utility systems that the Village determines is directly attributable and reasonably necessary to provide adequate utility service to the Proposed Development. Where utility service is provided by the Village, the Village shall retain all authority and discretion, pursuant to applicable State law and the Winnetka Village Code, to determine the nature and extent of the utility facilities necessary to serve the Proposed Development and to determine the methods of construction.

11. Electrical Power Cables. Pursuant to the Preliminary Development Plans, the Proposed Development will require the existing electrical power cables to be relocated. Developer, as part of the Final Development Plan, and as approved by the Director of Water and Electric, and at its sole cost and responsibility, will relocate the existing electrical power cables. If the Final Development Plan proposes that the electrical power cables will be routed under the Proposed Development, Developer will grant any necessary easement to the Village for operation and maintenance of those cables.

12. Bike Path Connection. Developer will cooperate with the Village and the Winnetka Park District in the design of incorporating the West Parking Facility into the pedestrian and bicycle ingress and egress from Lincoln Avenue to the Green Bay bike trail ("**Trail Access**"). The final design and cost allocation for the design and construction of the Trail Access shall be jointly determined in consultations between the Developer, the Village, and the Winnetka Park District and incorporated into the Final PD Ordinance or as an amendment to this Agreement prior to adoption of the Final PD Ordinance. Such costs for the Developer shall be reasonably allocated between the Developer, the Village, and/or the Winnetka Park District.

B. Design and Construction of the Improvements.

1. General Standards. The design, construction, installation, dedication, maintenance, and all other requirements set forth in this Agreement with respect to the Improvements (“**Work**”) shall be undertaken pursuant to and in accordance with the Development Plan and the Final PD Ordinance, and shall be subject to the reasonable written satisfaction of the Village Engineer in accordance with the Village Code. All Work performed on the Improvements shall 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 shall be new and of first rate quality.

2. Contract Terms; Prosecution of the Work. Developer shall include in every contract for work on the Improvements terms requiring the contractor to undertake the work diligently and continuously, in full compliance with, and as required by or pursuant to, this Agreement, the Final PD Ordinance, the 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 shall 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 shall 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 shall be subject to inspection and approval by Village representatives.

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 shall 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. The Village will cooperate with the Developer and provide such signatures and related actions required with regard to any such consents, permissions, or approvals in order to facilitate Developer’s compliance with the Construction Schedule and Staging Plan.

C. Completion of the Improvements. All Improvements shall be completed and made ready for inspection, approval, and, where appropriate, acceptance by the Village Corporate Authorities pursuant to the Construction Schedule and Staging Plan and otherwise approved by the Village Engineer as part of the Final Engineering Plan. The Developer shall be allowed extensions of time beyond the completion dates set forth in the Construction Schedule and Staging Plan only for unavoidable delay caused by Force Majeure. The Village shall have the right, but not the obligation, to refuse to issue a final certificate of occupancy for any building or structure located on the Property until the Improvements are completed by Developer and approved by the Village in accordance with this Agreement. The foregoing shall not preclude the Village’s issuance of conditional certificates of occupancy pursuant to Paragraph 8.H.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 shall not confer on Developer any right or entitlement to any other building permit or certificate of occupancy.

D. Dedication and Maintenance of the Improvements.

1. Final Inspection and Approval of the Improvements. Developer shall allow partial inspections as construction on the Improvements progresses. Developer shall notify the Village when it believes that any or all of the Improvements have been fully and properly completed and shall request final inspection and approval of the Improvement or Improvements by the Village. The notice and request shall 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 shall promptly make all necessary repairs and corrections as specified on the punch list. The Village shall not be required to approve any portion of the Improvements until: (a) all of the Improvements as may be required pursuant to Section 5.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 Specified Improvements. The execution of this Agreement shall not constitute acceptance by the Village of any Improvements that are depicted as “dedicated” on the Development Plan, if any. The acceptance of ownership of, and responsibility for, a specific approved Improvement as a Public Improvement shall be made only by the Corporate Authorities, and only in compliance with the requirements of the Village Code.

3. Transfer of Ownership of the 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 Subsection, Developer shall execute, or cause to be executed, all documents as the Village shall request to transfer ownership of 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 shall, 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. Developer's Maintenance of Improvements. For a period of two years following acceptance by the Village of the Public Improvements, in accordance with Subsection 10.B of this Agreement, Developer shall, at its sole cost and expense, maintain the Public Improvements as constructed pursuant to this Agreement without any modification, except as specifically approved in writing by the Village Engineer, in a first rate condition at all times. Developer hereby guarantees 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 that Developer is not adequately maintaining, or has not adequately maintained, any Public Improvement, Developer shall, after 10 days' prior written notice from the Village, 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 shall 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 shall cause to be performed any work pursuant to this Paragraph, Developer shall, upon demand by the Village, pay the costs of the work to the Village. If Developer fails to pay the costs, the Village shall have the right to draw from the Guaranty Security required pursuant to Subsection 10.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 pursuant to this Paragraph, the Village's right to draw upon the Guaranty Security pursuant to Subsection 10.B of this Agreement shall be extended, as to the repair or replacement, for two full years from the date of the repair or replacement.

SECTION 8. DEMOLITION AND CONSTRUCTION

A. Demolition of the Existing Structures. Any demolition of existing buildings and structures on the Property shall be in compliance with the Village Code and Requirements of Law.

B. Diligent Pursuit of Construction. Developer shall pursue, or cause to be pursued, all required redevelopment, demolition, construction, and installation of structures, buildings, and Improvements on the Property in a diligent and expeditious manner, and in strict compliance with the Construction Schedule and Staging Plan, and the Village Code and the Requirements of Law. Construction of the Improvements and the Development, beyond mere fencing and preparation of the worksite, must commence within 60 days after the issuance by the Village of the building permit for the Improvements and the Development.

C. Construction Traffic.

1. **Construction Schedule and Staging Plan.** The Construction Schedule and Staging Plan, attached as ***Exhibit D***, shall 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. Developer shall prepare and submit, for review and approval by the Village Director of Public Works and the Village Manager, an updated Construction Staging Plan to be incorporated as part of the Final PD Ordinance. The Village shall have no obligation to issue a building permit for any structure or Improvement, and no construction shall be commenced with respect to the structure or Improvement, unless and until the Final PD Ordinance is in effect. The updated Construction Staging Plan shall 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, which shall provide no less restrictive than a prohibition for any construction activity, or operation of power equipment such as any pile driver, power shovel, pneumatic hammer or derrick, or operation of any motor vehicles in relation to any such activities (1) on Sundays and holidays; (2) before 9:00 a.m. and after 6:00 p.m. on any Saturday; or (3) before 7:00 a.m. and after 7:00 p.m. on all other days;

- e. The location as approved by the Village of areas on the Property for the parking of construction vehicles and vehicles operated by construction employees;
- f. The location as approved by the Village of alternative off-street parking to replace any parking temporarily lost due to construction;
- g. The location as approved by the Village of temporary and durable off-street parking on the Property for construction employees; and
- h. The location as approved by the Village of heavy-duty construction canopies to allow for the safe passage of pedestrians.

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 shall not: (a) be unreasonably or unduly circuitous; nor (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 shall: (a) keep all routes used for construction traffic free and clear of mud, dirt, debris, obstructions, and hazards from the Development; and (b) repair any damage caused by the Development's construction traffic.

D. Parking and Storm Water Management During Construction. During construction of any of the structures or Improvements on the Property, Developer shall obtain and maintain all necessary MWRD and other permits and pursuant to and in accordance therewith shall:

- 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 shall include early installation of storm drains to collect water and convey it to a safe discharge point.
- 3. Ensure that soil erosion protection is in accordance with the IEPA standards and specifications for soil erosion and sediment control.

E. Demolition and Construction Debris Recycling. The Village shall not issue a permit for the demolition of the existing structures or for the construction of the Development prior to the submission by Developer, and the approval by the Village Director of Community Development in his or her sole discretion, of a plan for the recycling of demolition and construction debris produced by the proposed development of the Property ("***Demolition and Construction Recycling Plan***"). Developer shall use its best, commercially practicable efforts to recycle all demolition and construction debris in accordance with the approved Demolition and Construction Recycling Plan.

F. Protection of Buildings on Adjoining Properties During Demolition, Construction and Seismic Monitoring. Developer shall be solely responsible for protecting the buildings on adjoining properties from damage during Developer's demolition of the existing structures and construction of the Development and shall be solely responsible for any damage or injury to such buildings or properties caused by such demolition or construction. The means and methods for providing such protection shall be determined by the Developer, subject to review and approval by the Village Engineer and Director of Community Development or their designees, and shall be incorporated into the Development Agreement by amendment prior to adoption of the Final FD Ordinance. Developer shall utilize seismic monitoring equipment installed in adjacent buildings during the demolition of the existing structures in order to reduce the possibility of damage to structures on neighboring properties.

G. Non-interference with Businesses. Developer's construction activities for the Development shall be performed to minimize, to the extent reasonably possible, interference with the business on adjacent properties and interference with pedestrian and vehicular traffic, including parking, in the vicinity of the Subject Property.

H. 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 shall have 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. **Utilities and Public Infrastructure.** The Village shall not issue a conditional certificate of occupancy associated with the Property until the storm sewer and sanitary sewer mains, stormwater detention facilities, water systems, all required erosion control appurtenances, street pavement systems, including curbs and gutters, porous base, street inlets, and related appurtenances as described on the Final Plat and on the Final Engineering Plan are constructed and approved for use by the Village Engineer.

3. **Completion of Improvements.** The Village shall issue no certificates of occupancy for any building or structure located on the Property until the Improvements are completed by the Developer in accordance with the Construction Schedule and Staging Plan.

I. Completion of Construction/Site Restoration.

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, 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 (which permits shall incorporate a specific construction schedule), or if a perfected application to renew the building permit or permits is not filed within 30 days after the expiration of the permit or permits, Developer shall, 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, 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 Paragraph 8.I.1 of this Agreement, the

Village shall 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 shall 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 shall have the right to draw from the Performance Security and the Guaranty Security, as described in and provided pursuant to Section 10 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 Guaranty Security have no funds remaining in them or is otherwise unavailable to finance such work, then the Village shall have the right to place a lien on the Property for all such costs and expenses in the manner provided by law. The Village shall have the right to collect any and all such charges, with interest and costs, and to enforce such lien in the same manner as mortgage foreclosure proceedings. The rights and remedies provided in this Paragraph 8.1.2 shall be 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.

J. As-Built Plans. Developer shall, not later than the time that it gives notice of completion and request for approval and, where appropriate, acceptance required pursuant to this Agreement, provide to the Village Director of Community Development two sets of "as-built" or "record" drawings and specifications for all of the Improvements, including one set on a reproducible mylar and one set in such other digital format as specified by the Village. Such "as-built" or "record" drawings and specifications shall depict every Improvement as built and shall include all final dimensions, elevations, and calculations necessary to fully describe the Improvements and to establish their compliance with all applicable standards and requirements, as well as (1) 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. The as-built plans shall indicate, without limitation, the amount, in square feet, of impervious surface area on the Property.

K. Damage to Public Property. Developer shall 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 redevelopment of the Property and construction of the Improvements. Further, Developer shall: (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.

L. Vacation of the Lincoln ROW. The Village agrees to vacate and convey the Lincoln ROW to the Developer upon the issuance of certificates of occupancy for all of the Residential Units. Prior to the vacation of the Lincoln ROW, and to the extent Developer needs to use the Lincoln ROW, the Village agrees to grant Developer such property rights as are necessary to construct the Development. In conveying the Lincoln ROW or otherwise granting Developer other property rights as are necessary to construct the Development, the Village makes no warranty or representation regarding any aspect of the Lincoln ROW or its suitability for Developer's intended use, and any and all rights or title to the Lincoln ROW shall be conveyed on an "as-is, where is" basis.

SECTION 9. PAYMENT OF VILLAGE FEES AND COSTS.

A. Negotiation and Review Fees. Other than any costs, payments, fees, charges, contributions, or dedications otherwise required by this Agreement or by the Requirements of Law, including the fees provided for by Village Code Section 15.32.020 and Resolution R-59-2016, "A Resolution Amending the General Building and Miscellaneous Service Fees," Developer shall 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 at that time in connection with: (1) the redevelopment of the Property, including, without limitation, the review and processing of plans therefor; and (2) the negotiation, preparation, consideration, and review of this Agreement, the Preliminary PD Ordinance, and the Final PD Ordinance. Payment of all fees, costs, and expenses shall 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 redevelopment of the Property. Developer acknowledges and agrees that it shall 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 shall 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.

C. Building Permit Fees. Notwithstanding the otherwise applicable provisions of this Section, the maximum amount that the Developer will be required to pay for the issuance of the initial building permit for the Development shall be \$375,000 ("**Maximum Building Permit Fee**"); provided, however, any fees and costs charged by the Village (i) related to providing electrical service to the Development, (ii) related to the fire alarm and fire suppression systems for the Development, and (iii) after the initial issuance of a building permit, including, without limitation, fees and charges applicable to any amendments or field changes to the building permit or related plans, shall not be covered under the Maximum Building Permit Fee.

SECTION 10. PERFORMANCE SECURITY.

A. General Requirements. As security to the Village for the performance by Developer of Developer's obligations (1) to construct and complete the Work and the Improvements pursuant to and in accordance with this Agreement, (2) to pay all Village fees, costs, and expenses due from Developer pursuant to this Agreement, (3) to maintain and repair streets, sidewalks and other public property pursuant to this Agreement, and (4) to otherwise faithfully perform its undertakings pursuant to this Agreement, Developer shall provide to the Village a letter of credit or such other security approved by the Village prior to adoption of the Final PD Ordinance, in an amount equal to 125% of the estimated cost of completing the Improvements and site restoration required pursuant to this Agreement, as determined by the Village Engineer and the Village Director of Community Development (for matters within their respective permitting authorities) ("**Performance Security**"). If the Performance Security is a letter of credit it shall be in a form provided by, and acceptable to, the Village, and substantially the same as attached to this Agreement as **Exhibit K**. The Village shall 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 shall 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, and provided further that any such release shall be subject to posting of all Maintenance Guarantees required by Subsection B of this Section.

B. Maintenance Guarantee. Following the Village's release of any percentage of the Performance Security for any Public Improvement, Developer shall substitute for the released percentage of the Performance Security a maintenance guarantee in the form of a letter of credit or other form of security approved by the Village prior to adoption of the Final PD Ordinance ("**Guaranty Security**"), which is equal to 15 percent of the actual costs of the completed Public Improvements for which the Performance Security has been released, and which is acceptable to the Village Attorney and, if a letter of credit, shall be in a form substantially the same as attached to this Agreement as **Exhibit L**. Developer shall deposit or otherwise provide the Guaranty Security with the Village. The Guaranty Security shall 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 7.D.4 of this Agreement ("**Maintenance Guarantee Term**"). The Village shall return or otherwise release to Developer the Guaranty Security upon the end of the Maintenance Guarantee Term if no defects develop in the Public Improvements.

C. Interest and Costs. Developer shall bear the full cost of securing and maintaining the Performance Security and the Guaranty Security.

D. Form of Letters of Credit. The Performance Security and the Guaranty Security shall each be in a form satisfactory to the Village Attorney and, if letters of credit, shall be substantially the same as the forms set forth in Exhibits K and L of this Agreement, and shall each be from a bank acceptable to the Village and having capital resources of at least \$50,000,000, with an office in the Chicago Metropolitan Area and insured by the Federal Deposit Insurance Corporation. Any such letter of credit shall, at a minimum, provide that it shall expire no earlier than one year following the date of its issuance or 45 days after delivery to the Village of written notice, in the manner provided in this Agreement, that such letter of credit will expire and in no event, until 60 days after written notice of such expiration has been given by the issuing bank to the Village. The Performance and Guaranty Securities shall generally provide that (1) they may be drawn on based upon the Village Manager's certification that Developer has failed to fulfill any of the obligations for which the respective Security is security; (2) they shall not require the consent of Developer prior to any draw by the Village; (3) they shall not be cancelled without the prior written consent of the Village; and (4) if at any time they will expire within 45 or any lesser number of days, and if they have not been renewed, and if any obligation of Developer for which it is security remains uncompleted or unsatisfactory, then the Village may, without notice and without being required to take any further action of any nature whatsoever, call and draw down the applicable Security and thereafter either hold all proceeds (1) as security for the satisfactory completion of all such obligations, (2) to complete all such obligations, and (3) to reimburse the Village for any and all costs and expenses, including legal fees and administrative costs, incurred by the Village, as the Village shall determine.

E. Reductions. The Performance Security may provide that the aggregate amount of the Security may be reduced, but only upon joint written direction by Developer and the Village, to reflect a reduction in the total amount of the deposit required pursuant to Subsection

10.A of this Agreement as a result of (1) payments made by Developer in full or partial satisfaction of Developer's obligations pursuant to Section 10 of this Agreement, or (2) to reimburse Developer for payment of Improvement Work satisfactorily completed. No such reduction to reimburse Developer for payment of Improvement Work satisfactorily completed shall be allowed except upon presentation by Developer of proper contractors' sworn statements, partial or final waivers of lien, as may be appropriate, and all such additional documentation as the Village may reasonably request to demonstrate satisfactory completion of the Improvement in question and full payment of all contractors, subcontractors and material suppliers. No reduction other than the final reduction shall be allowed for an amount less than 25 percent of the original amount of the letter of credit.

F. Replenishment of Letters of Credit. If at any time the Village determines that the funds remaining in the Performance Security are not, or may not be, sufficient to pay in full the remaining unpaid cost of all Improvements and all unpaid or reasonably anticipated Village fees, costs, and expenses, or that the funds remaining in the Guaranty Security are not, or may not be, sufficient to pay all unpaid costs of correcting any and all defects and deficiencies in the Improvements and all unpaid or reasonably anticipated Village fees, costs, and expenses, then, within 10 days following a demand by the Village, Developer shall increase the amount of the appropriate Security to an amount determined by the Village to be sufficient to pay such unpaid fees, costs and expenses; provided, however, that Developer shall not be required to increase the amount of the Performance Security or Guaranty Security to an amount greater than the initial amount of such Security. Failure to so increase the amount of the security shall be grounds for the Village to draw down the entire remaining balance of the Performance and Guaranty Securities.

G. Replacement of Letters of Credit. If at any time the Village determines that the bank issuing either the Performance Security or the Guaranty Security is without capital resources of at least \$50,000,000, is unable to meet any federal or state requirement for reserves, is insolvent, is in danger of becoming any of the foregoing, or is otherwise in danger of being unable or unwilling to honor the security or letter of credit at any time during its term, or if the Village otherwise reasonably deems itself to be insecure, then the Village shall have the right to demand that Developer provide a replacement letter of credit from a bank satisfactory to the Village. Such replacement letter of credit shall be deposited with the Village not later than 20 days following such demand. Upon such deposit, the Village shall immediately surrender the original letter of credit to Developer. Failure to provide such a replacement letter of credit shall be grounds for the Village to draw down the entire remaining balance of the Performance Security and the Guaranty Security.

H. Use of Funds in the Event of Breach of Agreement. If Developer fails or refuses to complete the Improvements in accordance with this Agreement, or fails or refuses to correct any defect or deficiency in the Improvements as required by Section 7 of this Agreement, or fails or refuses to restore property in accordance with a demand made pursuant to Subsection 8.I of this Agreement, or in any other manner fails or refuses to meet fully any of its obligations under this Agreement, then the Village may, in its discretion, draw on and retain all or any of the funds remaining in the Performance Security and the Guaranty Security. The Village thereafter shall have the right to exercise its rights under Subsections 10.H and 10.I of this Agreement, to take any other action it deems reasonable and appropriate to mitigate the effects of such failure or refusal, and to reimburse itself from the proceeds of the Performance Security and the Guaranty Security for all of its costs and expenses, including legal fees and administrative expenses, resulting from or incurred as a result of Developer's failure or refusal to fully meet its obligations under this Agreement. If the funds remaining in the Performance

Security and the Guaranty Security are insufficient to repay fully the Village for all such costs and expenses, and to maintain a cash reserve equal to the required Guaranty Security during the entire time such Guaranty Security should have been maintained by Developer, then Developer shall, upon demand of the Village therefor, deposit with the Village within 10 days such additional funds as the Village determines are necessary to fully repay such costs and expenses and to establish such cash reserve.

I. Village Lien Rights. If any money due from Developer to the Village pursuant to this Agreement is not either recovered from the performance security deposits required in this Section or paid to the Village by Developer within 30 days after a demand for such payment, then such money, together with interest and costs of collection, including legal fees and administrative expenses, shall become a lien upon all portions of the Property in which Owner or Developer retains any legal, equitable or contractual interest, and the Village shall have the right to collect such amount, with interest and costs, including legal fees and administrative expenses, and the right to enforce such lien in the same manner as in statutory mortgage foreclosure proceedings. Such lien shall be subordinate to any first mortgage now or hereafter placed upon the Property; provided, however, that such subordination shall apply only to charges that have become due and payable prior to a sale or transfer of the Property pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve the Property from liability for any charges thereafter becoming due, nor from the lien of any subsequent charge.

J. Project Financing. Prior to the issuance of any building or demolition permits for the Development, the Developer shall provide current proof that it has obtained and closed on all debt, equity and self-financed portions of financing, satisfying all conditions to secure funding or financing, in amounts sufficient to fully fund the construction and full completion of all requirements of the Development in full compliance with the Final Development Plan and this Agreement and is in full compliance with the performance security requirements of this Agreement and all other applicable laws, rules and regulations. Developer shall have the option to propose, in the alternative to third-party financing, that the Development be self-financed by the Developer, provided that the Village shall not be required to accept such proposal unless the Developer submits information and performance security requirements that the Village determines establishes that the Developer, including its members and shareholders, have liquid assets sufficient to fully fund the construction of all requirements of the Development in full compliance with the Final Development Plan and this Agreement, and that such assets shall be irrevocably pledged exclusively to the completion the Development project as approved. The amount of required financing shall be based on the total estimated project costs to construct and complete the work, shall be consistent with the costs used in setting permit fees under the Village's fee resolutions and shall include all soft costs required for the Development. Only unencumbered tangible assets, as reported on the audited financial statements of the Developer, including its members and shareholders, shall be considered in determining the sufficiency of self-financing under this Subsection. The information provided to establish the sufficiency of self-financing under this Subsection shall be considered proprietary and shall not be subject to public disclosure unless such disclosure is required by law.

K. Guaranty of Completion. On or before the date on which the Village approves the Final PD Ordinance, the Developer shall deliver to the Village the original, fully executed, Limited Guaranty of Completion as set forth in **Exhibit N** to this Agreement, or such other security approved by the Village, from a third-party guarantor acceptable to the Village based on specific financial standards to be set forth in an amendment to this Agreement at the time of Village Approval of the Final PD Ordinance. The Guaranty of Completion secures the

satisfaction of Developer's obligations under this Agreement. The sole guarantee and beneficiary of the Guaranty of Completion will be the Village. The Guaranty of Completion shall terminate upon Developer's satisfaction of the Developer's obligations pursuant to this Agreement.

SECTION 11. LIABILITY AND INDEMNITY.

A. Village Review. Developer acknowledges and agrees that the Village is not, and shall not be, in any way liable for any damages or injuries that may be sustained as the result of the Village's review and approval of any plans for the Property or 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 shall not, in any way, be deemed to insure Developer, or any of their 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 Preliminary PD Ordinance, and the Parties agree not to challenge such approvals on the grounds of any procedural infirmity or of any denial of any procedural right.

C. Indemnity. Developer 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; (iii) the development, construction, maintenance, or use of any portion of the Property or the Improvements; (iv) adoption of the Preliminary PD Ordinance; (v) adoption of the Final PD Ordinance ("***Indemnified Claims***"); provided, however, that this indemnity shall not apply to willful misconduct or gross negligence on the part of the Village.

D. Defense Expense. SB Winnetka and SB One jointly and severally shall, and do hereby agree to, pay all expenses, including legal fees and administrative expenses, incurred by the Village in defending itself with regard to any and all of the Indemnified Claims.

SECTION 12. 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 shall 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.

B. Transfer Restrictions.

1. Prior to completion of the Development in conformity with the Development Plan and issuance of all Certificates of Occupancy by the Village, Developer shall

not transfer a legal or beneficial interest in any portion of the Property to a third party without prior Village approval, which approval shall not be unreasonably withheld within 30 days after a written request for the approval. After completion of the Development in conformity with the Development Plan and the issuance of all Certificates of Occupancy by the Village, Developer shall 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, other than with regard to the sale of an individual Residential Unit;

2. Developer shall incorporate this Agreement into any and all real estate sales contracts for “transfers”, as that term is defined in Subsection 10.B of this Agreement, entered into for the sale of all or any portion of the Property other than individual Residential Units; and

3. Developer shall require, prior to the transfer of all or any portion of the Property, or any legal or equitable interest therein, to any third party, pursuant to Paragraph 1 of this Subsection, the transferee of said portion or interest in the Property to execute an enforceable written agreement, in substantially the form of **Exhibit M** 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 obligations created in the manner provided in this Agreement and, in the case of a successor to Developer, providing the financial assurances required pursuant to this Agreement, the liability of Developer, as the case may be, shall be released to the extent of the transferee’s assumption of the liability. The Village agrees that it will not unreasonably reject any financial assurances provided pursuant to this Paragraph. 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, shall result in Developer, SB Winnetka, and SB One, as the case may be, remaining fully liable for all of their obligations under this Agreement, but shall not relieve the transferee of its liability for all such obligations as a successor to Developer. This Paragraph does not apply to the conveyance of an individual Residential Unit.

C. Transfer Defined. For purposes of this Agreement, the term “transfer” shall be deemed to include 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; provided, however, that “transfer” shall not include the conveyance of a Residential Unit.

D. Mortgagees of Property. This Agreement shall be 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 shall have no personal liability hereunder.

SECTION 13. TERM.

The provisions of this Agreement shall run with and bind the Property and shall inure to the benefit of, be enforceable by, and obligate the Village and 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 until the date that is 15 years from the date this Agreement is recorded; provided, however, that the indemnity and defense obligations as set forth in Section 11 of this Agreement shall survive the termination of this Agreement.

SECTION 14. EVENTS OF DEFAULT.

A. Developer Events of Default. The following shall be Events of Default by Developer, and its successors and assigns other than subsequent owners of individual Residential Units:

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, shall prove to be untrue or incorrect in any material respect as of the date made.

2. Default by Developer for a period of 30 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 shall not constitute an Event of Default if such default cannot be cured within said 30 days and Developer, within said 30 days, initiates and diligently pursues appropriate measures to remedy the default and in any event cures such default within 45 days after such notice.

3. Default by Developer for a period of 30 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 shall not constitute an Event of Default if such default cannot be cured within said 30 days and Developer, within said 30 days, initiates and diligently pursues appropriate measures to remedy the default and in any event cures such default within 45 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, or any of its principals and owners and any guarantors to any construction loan related to the Proposed Development, 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 or any of its principals and owners and any guarantors to any construction loan related to the Proposed Development 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 not stayed and in effect for a period of 60 consecutive days.

5. The commencement by Developer or any of its principals and owners and any guarantors to any construction loan related to the Proposed Development 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 or any of its respective principals and owners and any guarantors to any construction loan related to the Proposed Development to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of Developer or any of its principals and owners and any guarantors to any construction loan related to the Proposed Development 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 or any of its principals and owners and any guarantors to any construction loan related to the Proposed Development generally to pay such entity's debts as such debts become due or the taking of action by Developer or any of its principals and owners and any guarantors to any construction loan related to the Proposed Development 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 Transfer Restriction provisions in Section 12 of this Agreement.

8. Change in Developer from a limited liability company to a corporation or other type of entity, except in accordance with the Transfer Restriction provisions in Section 12 of this Agreement.

9. Developer abandons the redevelopment of the Property. Abandonment shall be deemed to have occurred when work stops on construction for more than 45 days for any reason other than Force Majeure, unless otherwise permitted by this Agreement. The failure of Developer to secure any approvals required for the development or construction of the Property shall not be a valid defense to abandonment.

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

11. Any default under any loan for the construction and development of the Proposed Development.

B. Events of Default by the Village. The following shall be 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, shall prove to be untrue or incorrect in any material respect as of the date made.

2. 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 shall 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 45 days after such notice.

SECTION 15. 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 or Parties 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 Subsection 8.1 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 Subsection 8.1, the Corporate Authorities shall have the right, but not the obligation, to terminate the entitlements set forth in the Preliminary or Final PD Ordinances and this Agreement, without protest or objection by Developer.

3. In case the Village shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason, then, and in every such case, Developer and the Village shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of Developer and the Village shall 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 15:

1. Developer agrees that it will not seek, and do 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.

2. The Village agrees that no shareholder, member, trustee, partner, director, officer, employee, representative or agent of Developer shall be liable in their individual capacity for any covenant, condition or provision of this Agreement, or on account of the negotiation, execution or breach of any of the terms and conditions of this Agreement.

C. Repeal of the Preliminary and/or Final PD Ordinances. In addition to every other remedy permitted by law for the enforcement of the terms of this Agreement, the Village shall have the absolute right to repeal either or both Preliminary PD Ordinance and Final PD Ordinance if a Developer Event of Default occurs under this Agreement.

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

SECTION 16. 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) shall 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 SB One Winnetka. SB One Winnetka, and the person executing this Agreement on behalf of SB One Winnetka, represent, warrant, and covenant, as of the Effective Date of this Agreement, that:

1. SB One Winnetka is a Delaware limited liability company duly organized, validly existing, and qualified to do business in Illinois;

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

3. The execution, delivery and performance by SB One Winnetka 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 material Requirements of Law, or constitute a breach of or default under, or require any consent under, any material agreement, instrument, or document to which SB One Winnetka is now a party or by which SB One Winnetka is now or may become bound;

4. SB One Winnetka has no knowledge of any actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened, or affecting SB One Winnetka which would impair its ability to perform its material obligations under this Agreement; and

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

C. By SB Winnetka. SB Winnetka, and the person executing this Agreement on behalf of SB Winnetka, represent, warrant, and covenant, as of the Effective Date of this Agreement, that:

1. SB Winnetka is a Delaware limited liability company duly organized, validly existing, and qualified to do business in Illinois;

2. SB Winnetka has the right, power, and authority to enter into, execute, deliver and perform this Agreement, and SB Winnetka is in compliance with all material

Requirements of Law, the failure to comply with which could affect the ability of SB Winnetka to perform its material obligations under this Agreement;

3. The execution, delivery and performance by SB Winnetka 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 material Requirements of Law, or constitute a breach of or default under, or require any consent under, any material agreement, instrument, or document to which SB Winnetka is now a party or by which SB Winnetka is now or may become bound;

4. SB Winnetka has no knowledge of any actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened, or affecting SB Winnetka which would impair its ability to perform its material obligations under this Agreement; and

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

SECTION 17. GENERAL PROVISIONS.

A. Notices. All notices required or permitted to be given under this Agreement shall 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; or (iii) deposit with a nationally recognized overnight delivery service, addressed as stated in this Subsection. The address of any Party may be changed by written notice to the other Parties. Any mailed notice shall be deemed to have been given and received within three days after the same has been mailed and any notice given by overnight courier shall be deemed to have been given and received within 24 hours after deposit. Notices and communications to the Parties shall be addressed to, and delivered at, the following addresses:

If to the Village:	Village of Winnetka 510 Green Bay Road Winnetka, IL 60093 Attention: Village Manager
with a copy to:	Holland & Knight LLP 131 S. Dearborn Street, 30 th Floor Chicago, IL 60603 Attention: Peter Friedman, Village Attorney

If to SB One Winnetka:c/o Springbank Capital Advisors, LLC
730 West Randolph Street
Suite 500
Chicago, Illinois 60661
Attention: David Trandel

With a copy to: Rob Neumann
610 Sheridan Road
Winnetka, Illinois 60093
Attention: Rob Neumann

If to SB Winnetka: c/o Springbank Capital Advisors, LLC
730 West Randolph Street
Suite 500
Chicago, Illinois 60661
Attention: David Trandel

With a copy to: Rob Neumann
610 Sheridan Road
Winnetka, Illinois 60093
Attention: Rob Neumann

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 shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.

D. Non-Waiver. The Village shall be 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 shall not be deemed or construed to be a waiver thereof, nor shall 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 shall be in writing and shall not be unreasonably withheld, delayed or conditioned, and, in all matters contained herein, all parties shall have an implied obligation of reasonableness, except as may be expressly set forth otherwise.

F. Governing Law. This Agreement shall be governed by, and 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 shall not be impaired thereby, but the remaining provisions shall 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 Preliminary PD Ordinance 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 shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Each provision of this Agreement shall 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 shall not be 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 *M* 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 shall control.

L. Amendments and Modifications.

1. No amendment or modification to this Agreement shall 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 Preliminary PD Ordinance, the Final PD Ordinance, or 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 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 shall 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 shall be made, or be valid, against the Village, Guarantor, SB Winnetka, or SB One.

O. Recording. The Village shall 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 shall constitute an original document and together shall constitute the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

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

ATTEST:

VILLAGE OF WINNETKA,
an Illinois home rule municipal corporation

Robert M. Bahan, Village Clerk

By: _____
E. Gene Greable
Its: Village President

ATTEST:

SB ONE WINNETKA, LLC,
a Delaware limited liability company

By: _____
Its: _____

By: _____
Its: _____

ATTEST:

SB WINNETKA, LLC,
a Delaware limited liability company

By: _____
Its: _____

By: _____
Its: _____

#48232197_v15

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

This instrument was acknowledged before me on _____, 2017, by E. Gene Greable, the Village President of the **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation, and by Robert M. Bahan, the Village Clerk of said municipal corporation.

Given under my hand and official seal this ____ day of _____, 2017.

Notary Public

My Commission expires: _____

SEAL

STATE OF _____)
) SS.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2017, by _____, the _____ of _____, a Delaware limited liability company, and by _____, the _____ of said limited liability company.

Given under my hand and official seal this ____ day of _____, 2017.

Notary Public

My Commission expires: _____

SEAL

INDEX OF EXHIBITS

EXHIBIT A	LEGAL DEPICTION AND DESCRIPTION OF THE PROPERTY
EXHIBIT B	LINCOLN AVENUE RIGHT-OF-WAY
EXHIBIT C	BUILDING HEIGHT PLAN
EXHIBIT D	CONSTRUCTION SCHEDULE AND STAGING PLAN
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EXHIBIT A

LEGAL DEPICTION AND DESCRIPTION OF THE PROPERTY

EXHIBIT B

LINCOLN AVENUE RIGHT-OF-WAY

Plat of Vacation

OF PART OF LINCOLN AVENUE BEING THAT PART OF THE WEST 218.40 FEET OF THAT PART OF BLOCK 24 LYING SOUTH OF ELM STREET IN WARTHENKA, A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 20 AND THE NORTH HALF OF FRACTIONAL SECTION 11, ACCORDING TO THE "PLAT THEREOF RECORDED FEBRUARY 17, 1934 AS DOCUMENT NUMBER 318381, TOGETHER WITH THAT PART OF LOT 1 IN PROUTY HOMESTEAD SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 20 AND THE NORTH HALF OF FRACTIONAL SECTION 11 ACCORDING TO THE "PLAT THEREOF RECORDED FEBRUARY 17, 1934 AS DOCUMENT NUMBER 318381, ALL IN TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN ALL TAKEN AS A TRACT AND DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF ELM STREET WITH THE NORTHEASTERLY LINE OF LINCOLN AVENUE; THENCE SOUTH 22°20'00" EAST ALONG THE NORTHEASTERLY LINE OF LINCOLN AVENUE 85.70 FEET; THENCE 131.06 FEET ALONG THE NORTHEASTERLY LINE OF LINCOLN AVENUE, BEING THE ARC OF A CIRCLE HAVING A RADIUS OF 1383.00 FEET CONCAVE SOUTHWESTERLY AND WHOSE CHORD BEARS SOUTH 28°00'00" EAST A DISTANCE OF 130.99 FEET; THENCE NORTH 49°20'18" WEST 34.93 FEET; THENCE NORTH 32°20'00" WEST 177.00 FEET; THENCE NORTH 02°20'18" WEST 18.57 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1; THENCE SOUTH 89°29'18" EAST ALONG THE NORTH LINE OF LOT 1 AFORESAID 26.36 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

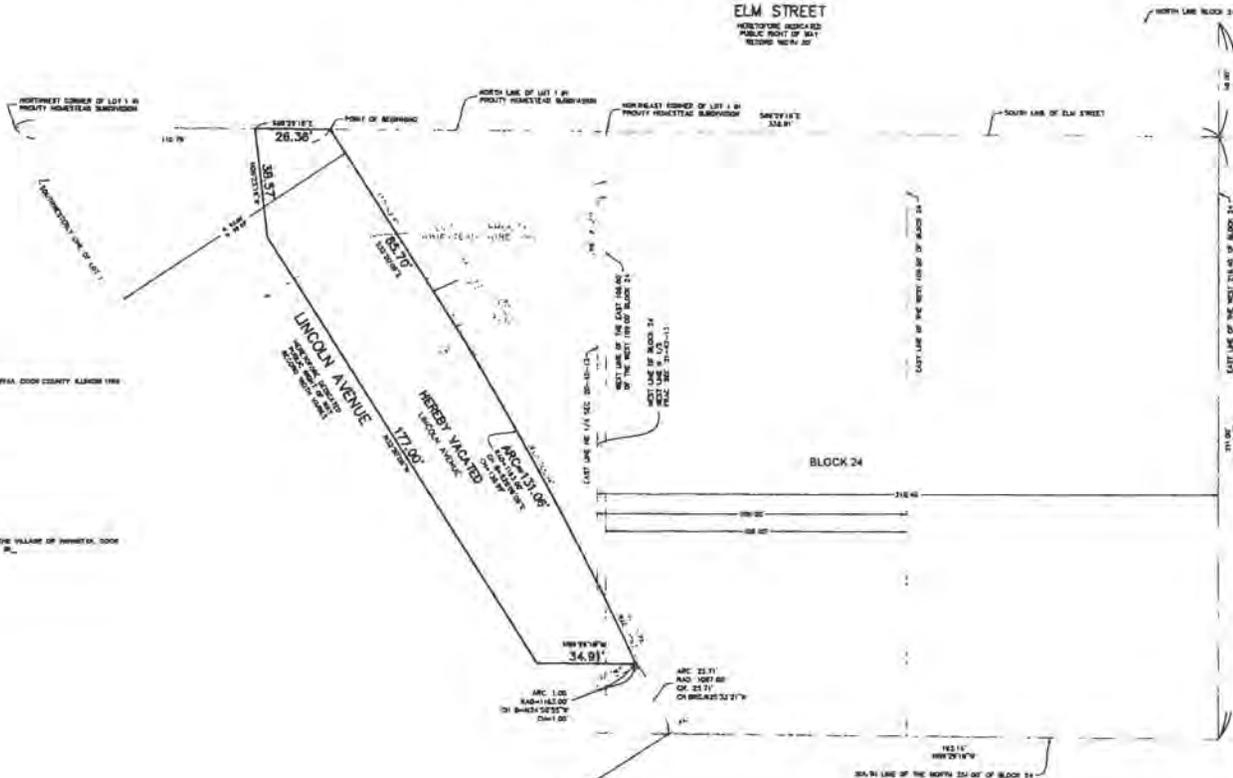
CONTAINING 7796 SQUARE FEET OR 0.1790 ACRES, MORE OR LESS.

GRAPHIC SCALE



ELM STREET

HERBERT VACATED
PUBLIC RIGHT OF WAY
SECTION 18.57 FT



PLAN COMMISSION CERTIFICATE
STATE OF ILLINOIS
COUNTY OF COOK

APPROVED BY THE PLAN COMMISSION OF THE VILLAGE OF WARTHENKA, COOK COUNTY, ILLINOIS THIS _____ DAY OF _____ A.D. 2016

BY _____

PLAN COMMISSION CHAIRMAN

ATTEST

SECRETARY

VILLAGE BOARD CERTIFICATE
STATE OF ILLINOIS
COUNTY OF COOK

APPROVED BY THE PRESIDENT OF THE VILLAGE BOARD OF THE VILLAGE OF WARTHENKA, COOK COUNTY, ILLINOIS DATED THIS _____ DAY OF _____ A.D. 2016

BY _____

VILLAGE COUNCIL PRESIDENT

DESIGNED BY: DR. DAN WITTEWALL	PROJECT: HERBERT VACATED
DRAWN BY: GREVILLE A. BREIDERMANN	SCALE: A.S.
GREVILLE A. BREIDERMANN P.L.C., CHICAGO, ILLINOIS 180 SOUTH STATE STREET, CHICAGO, ILLINOIS 60604 TELEPHONE: (773) 462-2822 FAX: (773) 891-4518 EMAIL: GBREID@GABREID.COM	DATE: NOVEMBER 11, 2016
PROJECT NO: 2016-23204-002	SHEET NO: 1 of 1

STATE OF ILLINOIS
COUNTY OF COOK

I, **ROBERT G. BREIDERMANN**, A PROFESSIONAL ILLINOIS LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE PREPARED THE PLAT HEREON DRAWN FROM PREVIOUS PLATS AND RECORDS FOR VACATION PURPOSES AS SHOWN ON THE PLAT. ALL MEASURED DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

SIGNED ON _____

BY _____

PROFESSIONAL ILLINOIS LAND SURVEYOR NO. 2892
481 North LaSalle Street, November 10, 2016

PRELIMINARY

EXHIBIT C
BUILDING AND HEIGHT PLAN

161012
12
SKETCH NUMBER

NORTH ELEVATION (ELM STREET)
DESCRIPTION
10/12/16
DATE
1" = 30'-0"
SCALE

ONE WINNETKA
PROJECT NAME
16-001
PROJECT NUMBER

LUCIEN LAGRANGE
LUCIEN LAGRANGE STUDIO
730 West Randolph Street, Suite 500
Chicago, Illinois 60660

7/11/2016 10:32:13 AM

CONDOS
(FLOORS 2-5)

TOWN HOUSES
(FLOORS 2-4)

APARTMENTS
(FLOORS 2-5)

NO OCCUPIED
SPACE ABOVE 59'-0"

E.B. T / PARAPET
58'-0"
E.B. T / ROOF
57'-8"

W.B.
T / PARAPET
61'-6"
W.B.
T / ROOF
59'-0"

W.B.
FLOOR 2
15'-0"

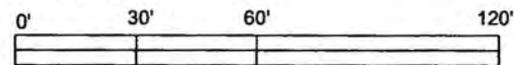
W.B.
FLOOR 1
0'-0"



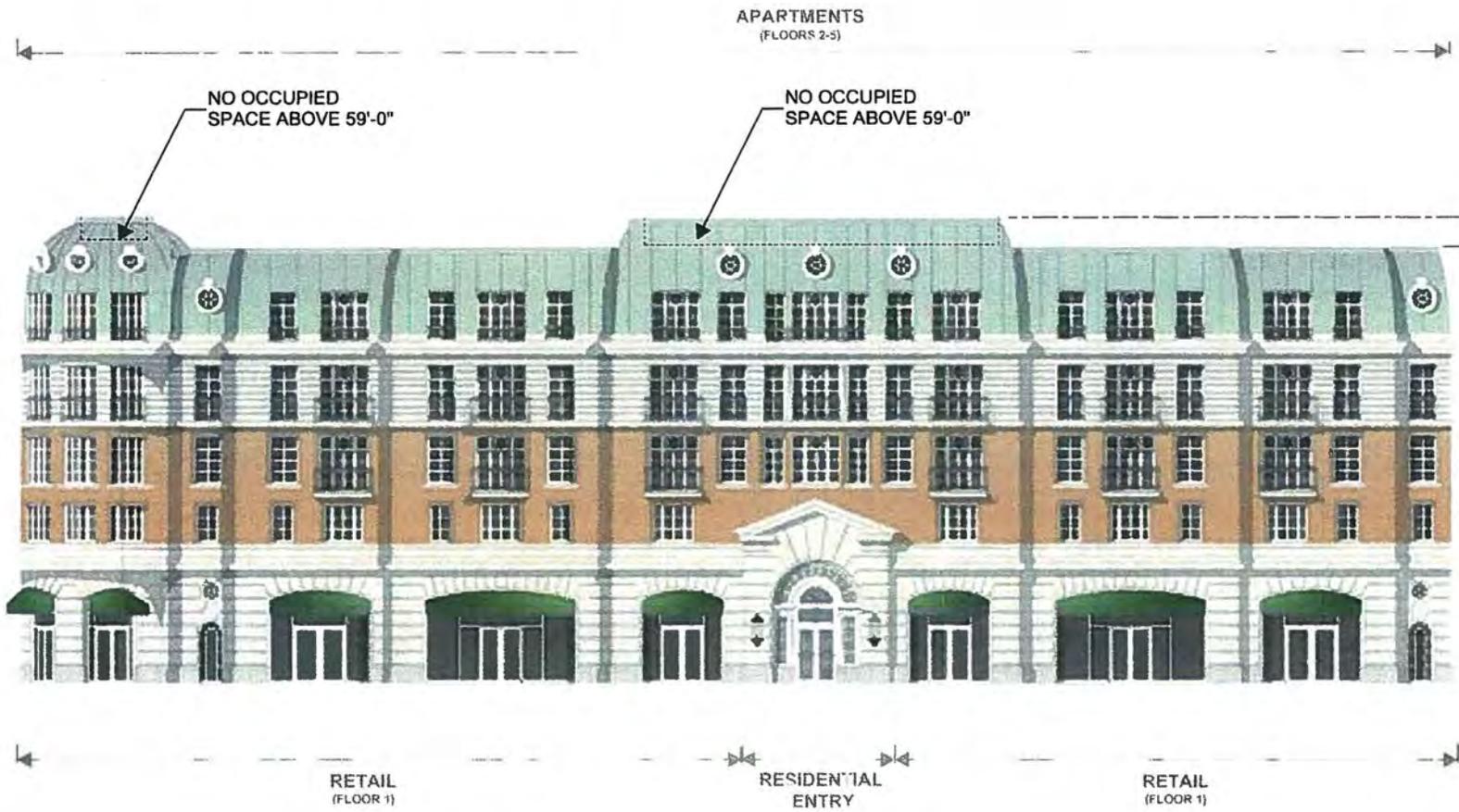
PARKING
(WITH SCREEN WALL & LANDSCAPING)

RETAIL
(FLOOR 1)

SCALE: 1" = 30'-0"



161012
13
SKETCH NUMBER:

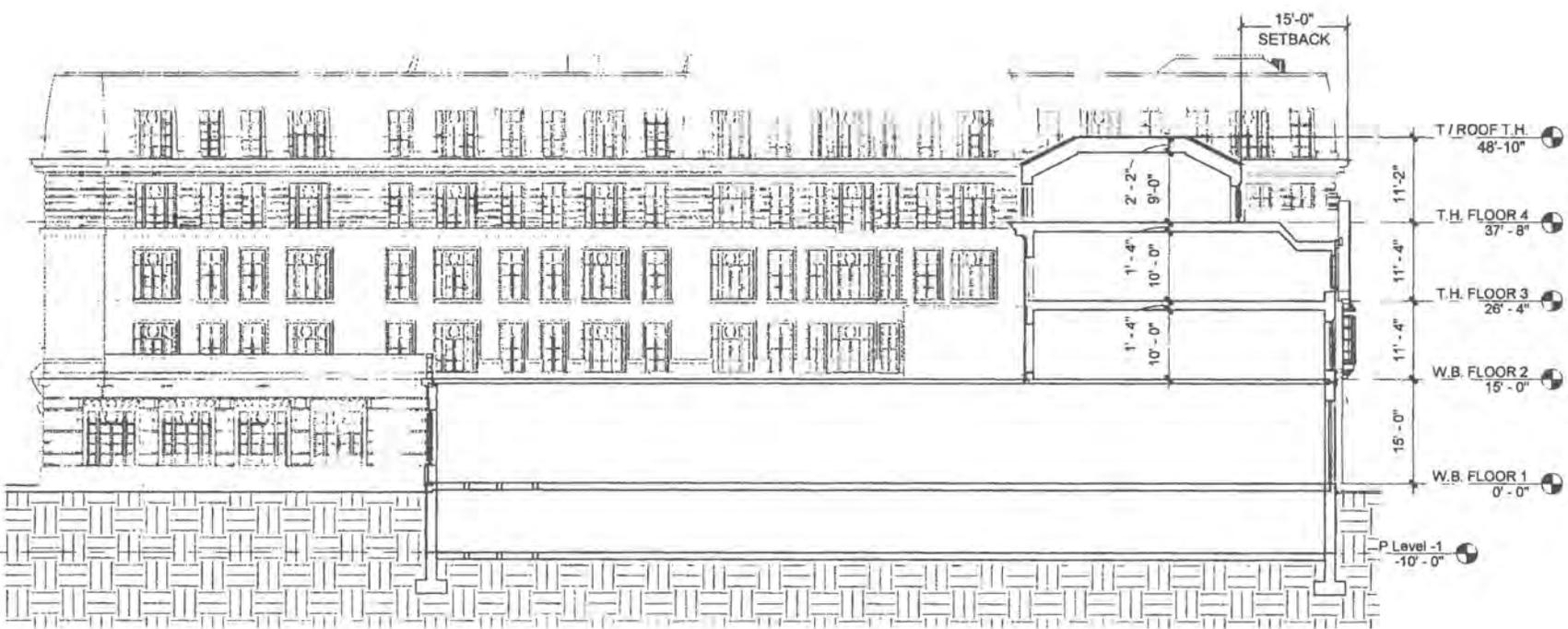


ONE MINNETKA PROJECT NAME: 16-001 PROJECT NUMBER:	WEST ELEVATION (LINCOLN AVENUE) DESCRIPTION: SCALE: 1" = 15'-0" SCALE:	10/12/16 DATE:
--	---	-------------------

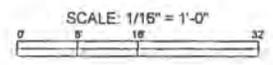
LUCIEN LAGRANGE
LUCIEN LAGRANGE STUDIO
730 West Randolph Street, Suite 500
Chicago, Illinois 60660

7/11/2016 10:32:58 AM

161012
14
SKETCH NUMBER



① N-S BUILDING SECTION THROUGH TOWNHOUSE & MOTOR COURT (LOOKING WEST)
1/16" = 1'-0"



ONE WINNETKA PROJECT NAME	N-S BUILDING SECTION (THROUGH T. H.)	
PROJECT NUMBER 16-001	DESCRIPTION: 1/16" = 1'-0"	DATE 10/12/16
PROJECT NUMBER	SCALE	DATE

LUCIEN LAGRANGE
LUCIEN LAGRANGE STUDIO
730 West Randolph Street, Suite 500
Chicago, Illinois 60660

7/20/2016 3:15:10 PM

EXHIBIT D

CONSTRUCTION SCHEDULE AND STAGING PLAN

One Winnetka
PC Milestone Dates
December 22, 2016

	<u>Start</u>	<u>Finish</u>
1. Prepare Preliminary PD Ordinance/Development Agreement	09/20/16	01/03/17
2. Execute Design Consultants / CM Agreements	01/03/17	01/17/17
3. Grant Preliminary Approval of PD Ordinance and Dev. Agreement	01/03/17	01/17/17
4. Final Approval of PD Ordinance and Development Agreement	01/18/17	06/30/17
5. Village Demolition Permit Review	01/18/17	05/15/17
6. Schematic Design	01/18/17	03/31/17
7. Complete Civil Engineering Design for Village Approval	01/18/17	02/20/17
8. Village Review Civil Engineering Drawings	02/21/17	03/21/17
9. Re-submit Civil Drawings Per Village Comments	03/22/17	04/21/17
10. Bid and Award MEP Design Build	03/01/17	03/31/17
11. Design Development	04/03/17	06/30/17
12. Pedestrian Bridge Structural Design for UPRR Approval	04/03/17	04/24/17
13. Bid and Award Foundation Package	04/03/17	05/31/17
14. Construction Documents	06/01/17	08/31/17
15. Complete the Acquisition of the Remaining Properties	10/01/16	01/31/17
16. Complete Phase I & II Environmental Reports Incl. UST's	02/01/17	03/31/17
17. Disconnect Existing Utilities to Buildings Being Demolished	04/03/17	04/28/17
18. Bid/Award/Permit and Complete Abatement/Demolition	04/03/17	08/31/17
19. Relocate/Maintain Existing WM, Storm, Street Lighting, Elec. Service	06/15/17	08/31/17
20. Obtain UPRR Property Temporary Use Permit	06/01/17	07/31/17
21. Obtain IEPA Permit	03/22/17	05/22/17
22. Obtain MWRD Permit	03/22/17	05/22/17
23. Obtain Foundation Permit	06/01/17	07/31/17
24. Obtain Building Permit	08/15/17	10/16/17
25. Prepare and Approve GMP	07/03/17	08/31/17
26. Construction Loan Closing	08/01/17	08/31/17
27. Construction Phase	09/01/17	02/28/19

One Winnetka Logistics Plan
Construction Phase
September 1, 2017 to February 28, 2019

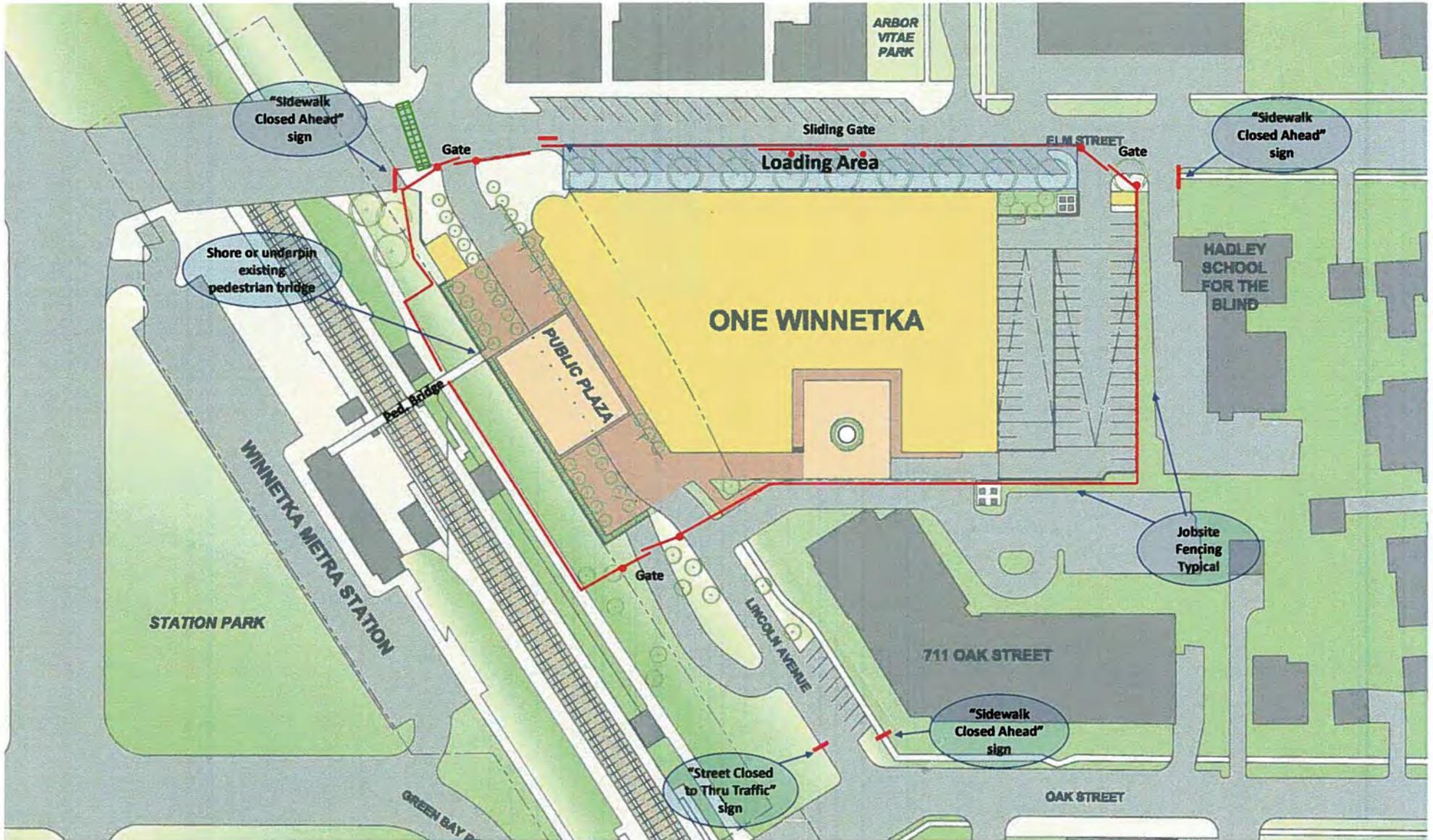


EXHIBIT E
DESIGN ELEMENTS PLAN

V.O.W. Design Guidelines, pg. 11:

VI: Proportion / Scale

a. HORIZONTAL RHYTHM:

The breakdown of the building façade into horizontal bands provides human scale & proportion to the façade...A building base, middle & top should be strongly articulated through materials, details and changes in plane of the wall.

V.O.W. Design Guidelines, pg. 12:

VI: Proportion / Scale

b. VERTICAL RHYTHM:

The breakdown of the building facades into vertical bays creates a sense of progression and scale to the streetwall...Vertical rhythms break down the length of a building...Fenestration patterns will emphasize vertical rhythms.

V.O.W. Design Guidelines, pg. 16:

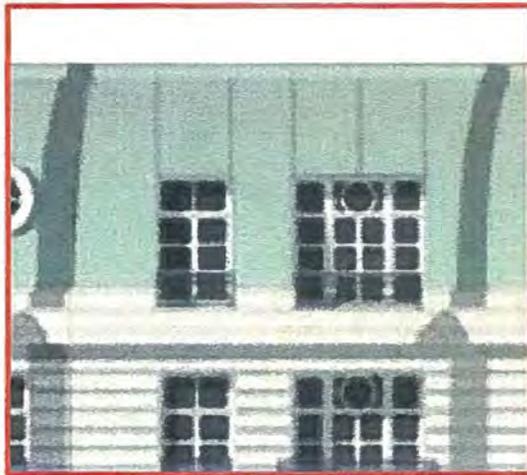
VII: Articulation

a. ENTRIES: COMMERCIAL & MIXED USE

1. Hierarchy: Public entrances should be large scale, open & inviting...Private entries should be more opaque & integrated into the façade.
2. Location: Public entrances should be located along the main thoroughfares & at corners. Private entrances should be located centrally for a multiple bay building.



KEY CONCEPT: Formality appropriate to face large open space & civic buildings.

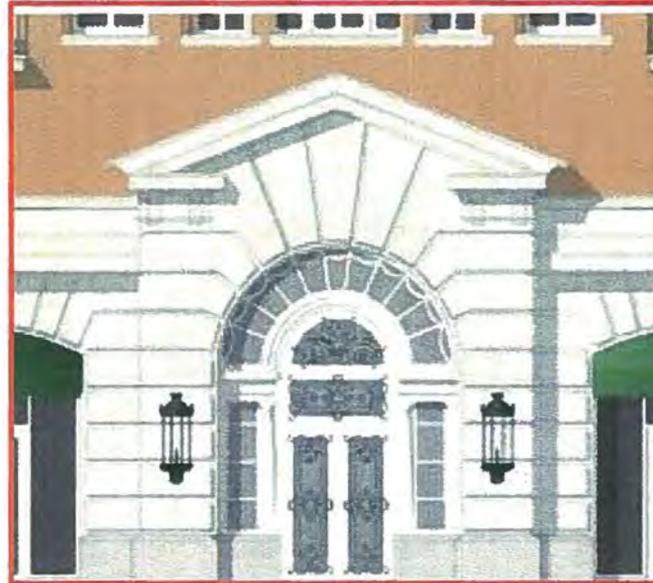


V.O.W. Design Guidelines, pg. 13:

VI: Proportion / Scale

c. FAÇADE ARTICULATION:

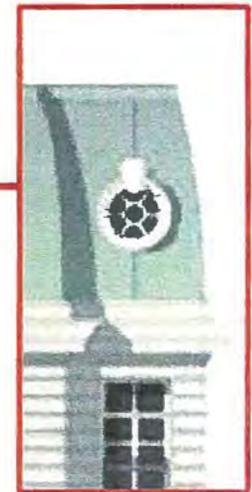
Articulation is achieved through the combination of *materials*, introduction of *detailing* and *changes in plane* of the façade.



V.O.W. Design Guidelines, pg. 15:

VI: Proportion / Scale

e. HIERARCHY: The *prioritization* of certain building masses, components or elements over others...*Public or retail spaces* should be *open & inviting*. *Private spaces* should have a separate entrance *articulated independently*.



V.O.W. Design Guidelines, pg. 15:

VI: Proportion / Scale

e. HIERARCHY:

The prioritization of certain building masses, components or elements over others...Public or retail spaces should be open & inviting.

V.O.W. Design Guidelines, pg. 26:

IX: Service, Secondary Facades & Parking Structures

c. PARKING STRUCTURES:

Parking structures at a commercial development should be incorporated so that the blend with the architecture of the development....Building materials, details & articulation should be consistent with the development.

V.O.W. Design Guidelines, pg. 17:

VII: Articulation

b. WINDOW FENESTRATION:

Punched single or ganged windows are required at upper floors but prohibited at street level on primary facades. A combination of ganged & single units is encouraged within the punched openings to provide hierarchy to the façade.



KEY CONCEPT: Intimate & varied scale to enhance Elm Street.

V.O.W. Design Guidelines, pg. 12:

VI: Proportion / Scale

b. VERTICAL RHYTHM:

Structural bays should be articulated on the façade to add interest, scale, proportion & detail. Bays should be recessed and / or projected to provide a variety of plane changes, interest & shadows....The use of decorative architectural elements is highly encouraged....Variation of materials is encouraged.

V.O.W. Design Guidelines, pg. 14:

VI: Proportion / Scale

d. FENESTRATION:

Windows should be recessed back from the plane of the building façade to create additional articulation & shadow.

Commercial & Mixed Use; Primary Façade: At least 60% of the first floor façade is to be windows/store entrances. Between 25% & 40% of the upper floor [façades] are to be windows.

V.O.W. Design Guidelines, pg. 17:

VII: Articulation

b. WINDOW FENESTRATION:

Punched single or ganged windows are required at upper floors but prohibited at street level on primary façades. A combination of ganged & single units is encouraged within the punched openings to provide hierarchy to the façade.



NOTE
FLOOR 1: RETAIL
FLOORS 2-4: RESIDENTIAL

V.O.W. Design Guidelines, pg. 11:

VI: Proportion / Scale

a. **HORIZONTAL RHYTHM:**

The breakdown of the building façade into horizontal bands provides human scale & proportion to the façade...A building base, middle & top should be strongly articulated through materials, details and changes in plane of the wall.

V.O.W. Design Guidelines, pg. 12:

VI: Proportion / Scale

b. **VERTICAL RHYTHM:**

The breakdown of the building facades into vertical bays creates a sense of progression and scale...Vertical rhythms break down the length of a building...Fenestration patterns will emphasize vertical rhythms.

V.O.W. Design Guidelines, pg. 13:

VI: Proportion / Scale

c. **FAÇADE ARTICULATION:**

Articulation is achieved through the combination of materials, introduction of detailing and changes in plane of the façade.



KEY CONCEPT: Massing & setbacks break down scale.



EAST ELEVATION

LUCIEN LAGRANGE STUDIO

10/10/2016
DESIGN ELEMENTS

V.O.W. Design Guidelines, pg. 11:

VI: Proportion / Scale

a. **HORIZONTAL RHYTHM:**

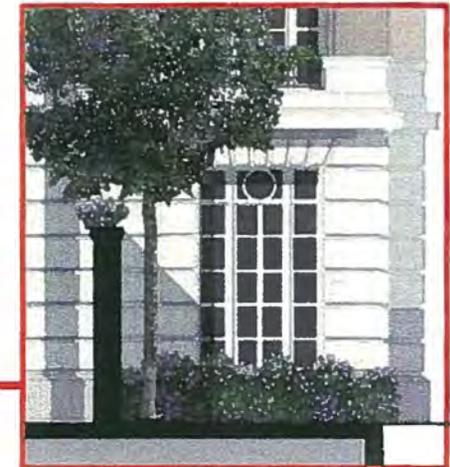
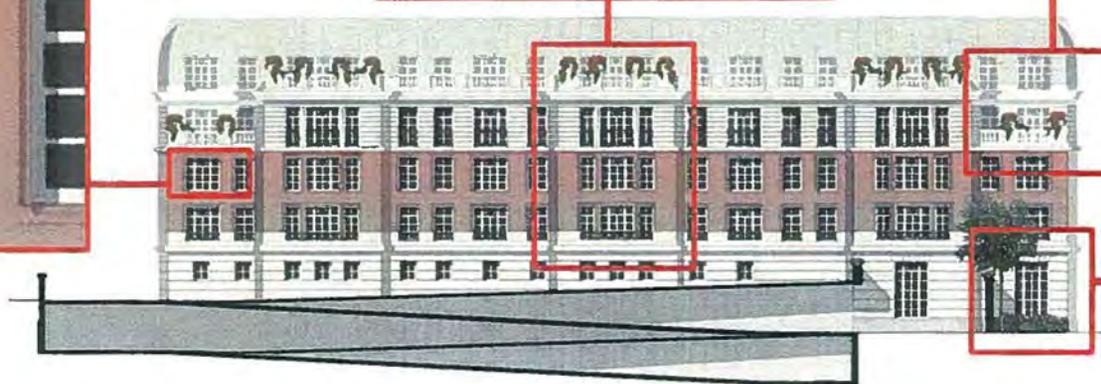
The breakdown of the building façade into horizontal bands provides human scale & proportion to the façade...A building base, middle & top should be strongly articulated through materials, details and changes in plane of the wall."

V.O.W. Design Guidelines, pg. 17:

VII: Articulation

b. **WINDOW FENESTRATION:**

Punched single or ganged windows are required at upper floors but prohibited at street level on primary facades. A combination of ganged & single units is encouraged within the punched openings to provide hierarchy to the façade.



V.O.W. Design Guidelines, pg. 17:

VII: Articulation

b. WINDOW FENESTRATION: Punched single or ganged windows are required at upper floors but prohibited at street level on primary facades. A combination of ganged & single units is encouraged within the punched openings to provide hierarchy to the façade.

V.O.W. Design Guidelines, pg. 16:

VII: Articulation

- a. **ENTRIES: MULTIPLE FAMILY RESIDENTIAL**
- 2. Location:... Garage entrances should be located toward a secondary street, alley or away from the pedestrian way.



KEY CONCEPT: Dignified & detailed motor court, discreet service area.



SOUTH ELEVATION

LUCIEN LAGRANGE STUDIO

10/10/2016
DESIGN ELEMENTS

V.O.W. Design Guidelines, pg. 12:

VI: Proportion / Scale

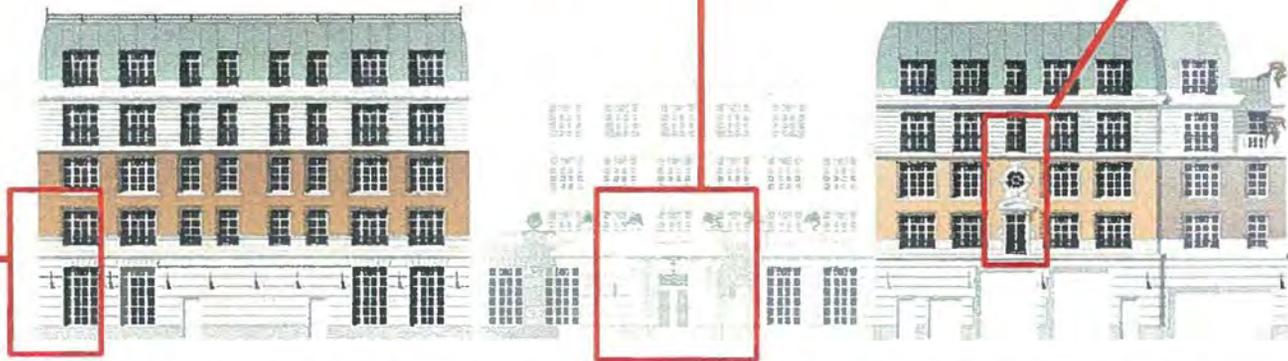
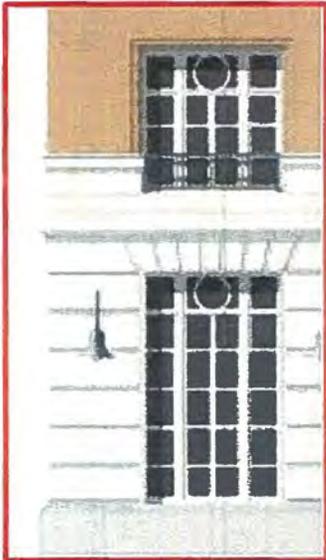
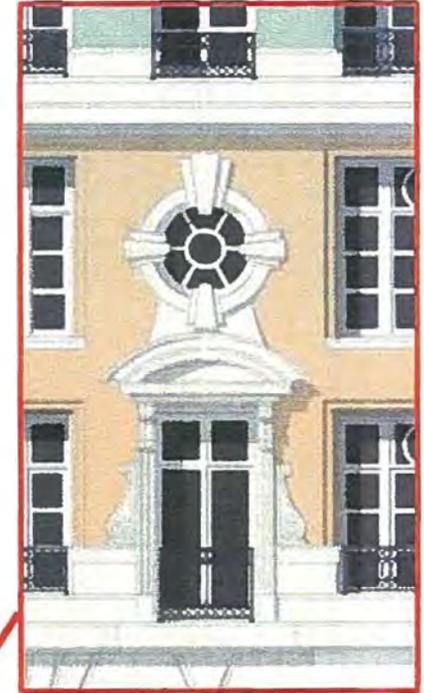
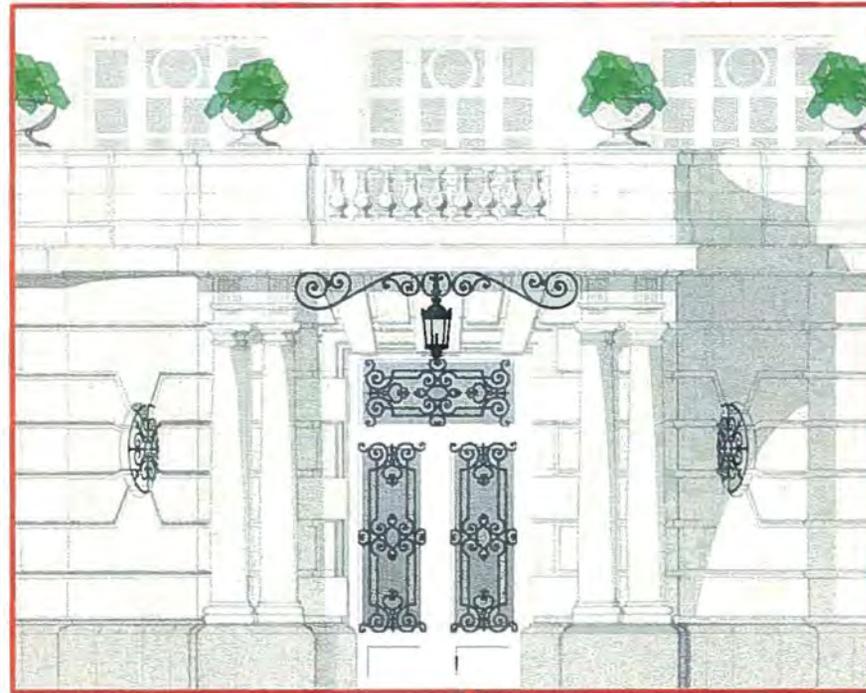
b. **VERTICAL RHYTHM:**The use of decorative architectural elements is highly encouraged
....Variation of materials is encouraged.

V.O.W. Design Guidelines, pg. 16:

VII: Articulation

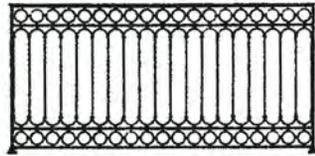
a. **ENTRIES: COMMERCIAL & MIXED USE**

3. **Detail:** ...Residential entries should be clearly identified and dignified.





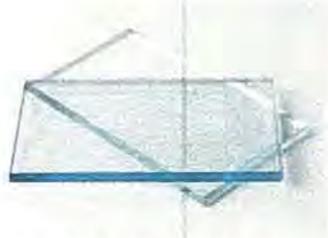
METAL ROOF



IRON RAILING



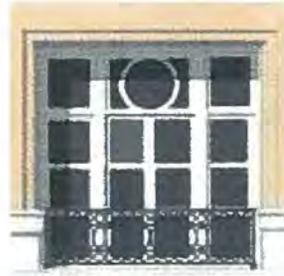
ORNAMENTAL RAILING



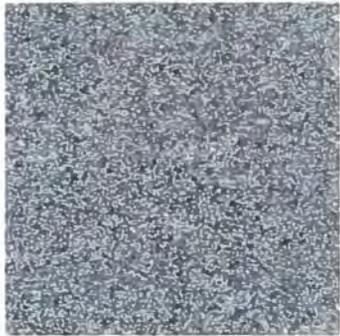
CLEAR LOW-E GLASS



ALUMINUM CLAD WOOD
ORNAMENTAL WINDOW



ALUMINUM CLAD WOOD
RESIDENTIAL WINDOW



GRANITE OR OTHER COMPARABLE
MASONRY MATERIAL



LIMESTONE OR OTHER COMPARABLE
MASONRY MATERIAL



BRICK



STOREFRONT WINDOW WITH
PAINTED ALUMINUM FRAME

V.O.W. Design Guidelines, pg. 23:

VIII. Materials

COMMERCIAL & MIXED USE:

"Acceptable materials include modular brick, rough faced or dressed limestone and exterior grade stucco with wood trim. Wood, aluminum or vinyl siding, metals [when used as wall], rough / random lannon stone, concrete block and glass block are not acceptable materials."

MULTIFAMILY RESIDENTIAL

"Acceptable materials include modular brick, limited areas of dressed limestone and exterior grade stucco with wood trim. Wood siding is allowed on secondary facades [...] only. Aluminum or vinyl siding, metals [when used as wall], rough / random lannon stone, concrete block and glass block are not acceptable materials. EIFS may be allowed if the location is limited to the second floor facades or higher and the finish resembles troweled exterior grade stucco."

VI: Proportion / Scale

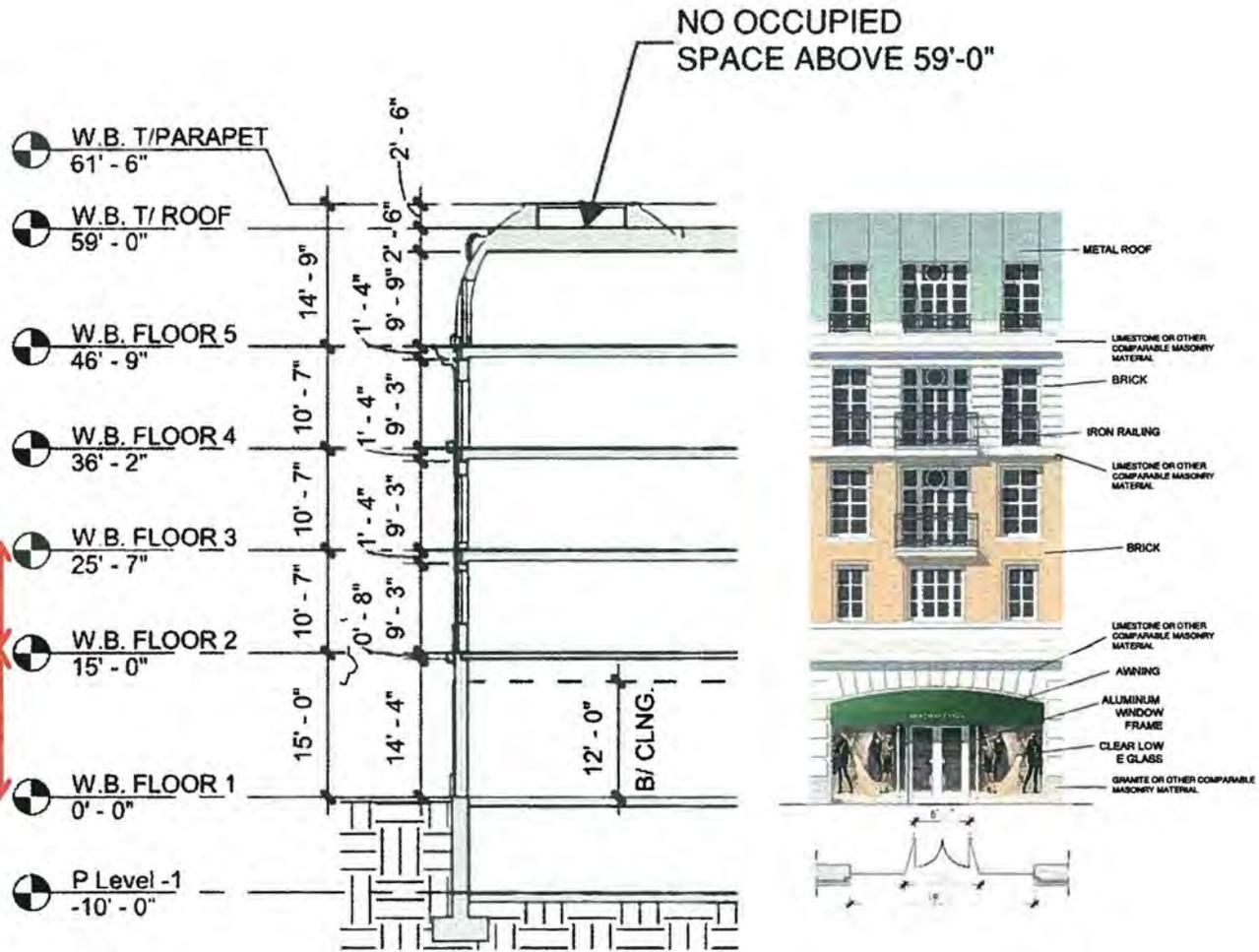
a. HORIZONTAL RHYTHM

Commercial & Mixed Use:...The height of street level elevations (floor to floor) should be 20% greater than the upper floor to floor dimensions.

15'-0" > 10'-7" BY 20%

10'-7" TYPICAL

15'-0" TYPICAL



BAY DETAIL – WEST ELEVATION

LUCIEN LAGRANGE STUDIO

10/10/2016
DESIGN ELEMENTS

V.O.W. Design Guidelines, pg. 43:

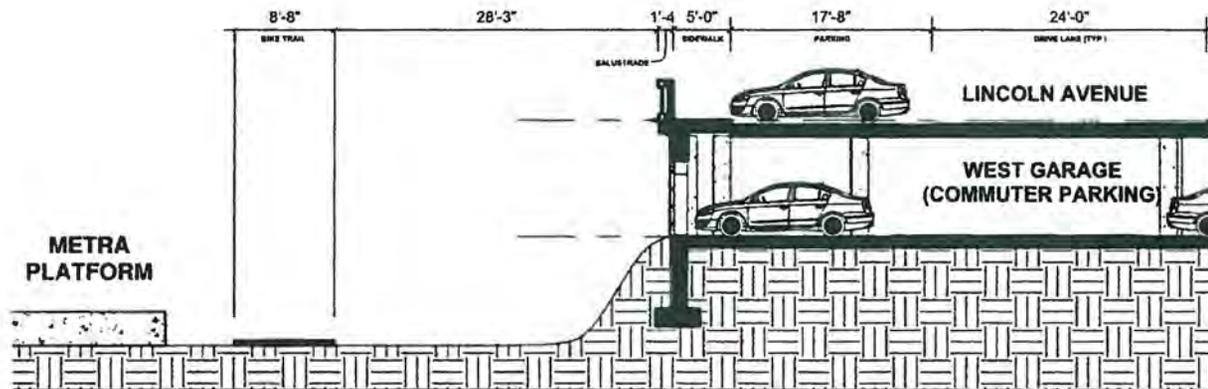
XI: Vehicular Zones

c. PARKING AND SERVICE AREAS

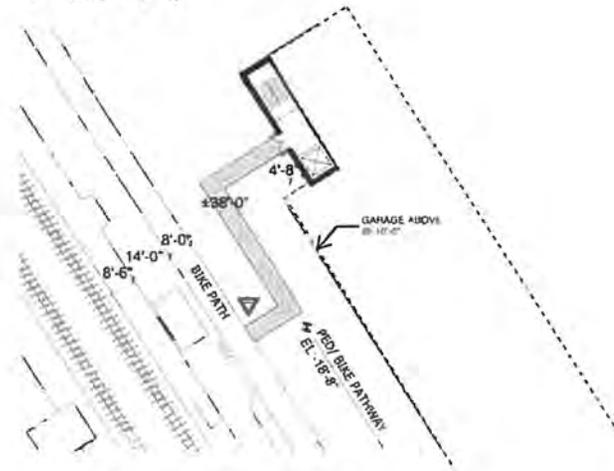
In all Business, Multifamily Residential and Institutional areas, parking is both an essential component and a scarce commodity, which is absolutely necessary to the vitality of the business districts....For current and future developments, every effort must be made to save, enhance and / or expand both public and private parking areas.



KEY CONCEPT: Attractive architecture & landscape screens parking, matches Elm Street bridge.



① WEST GARAGE SECTION - E-W
1/16" = 1' 0"



① WEST GARAGE-PLAN DETAIL
1/16" = 1' 0"

V.O.W. Design Guidelines, pg. 56:

4: *Parking Structure Landscaping:*
A minimum 5'-0" landscape setback should be placed at the base of the parking structure, adjacent to pedestrian areas in the public way.

V.O.W. Design Guidelines, pg. 73:

XV: *Open Space*
5: *Metra Stations: The appearance of the... railroad right of way should be improved...with particular attention at the Business Districts.* The railroad embankments should implement significant landscaping with emphasis on seasonal interest.

V.O.W. Design Guidelines, pg. 56:

4: Parking Structure Landscaping:

A minimum 5'-0" landscape setback should be placed at the base of the parking structure, adjacent to pedestrian areas in the public way.

V.O.W. Design Guidelines, pg. 56:

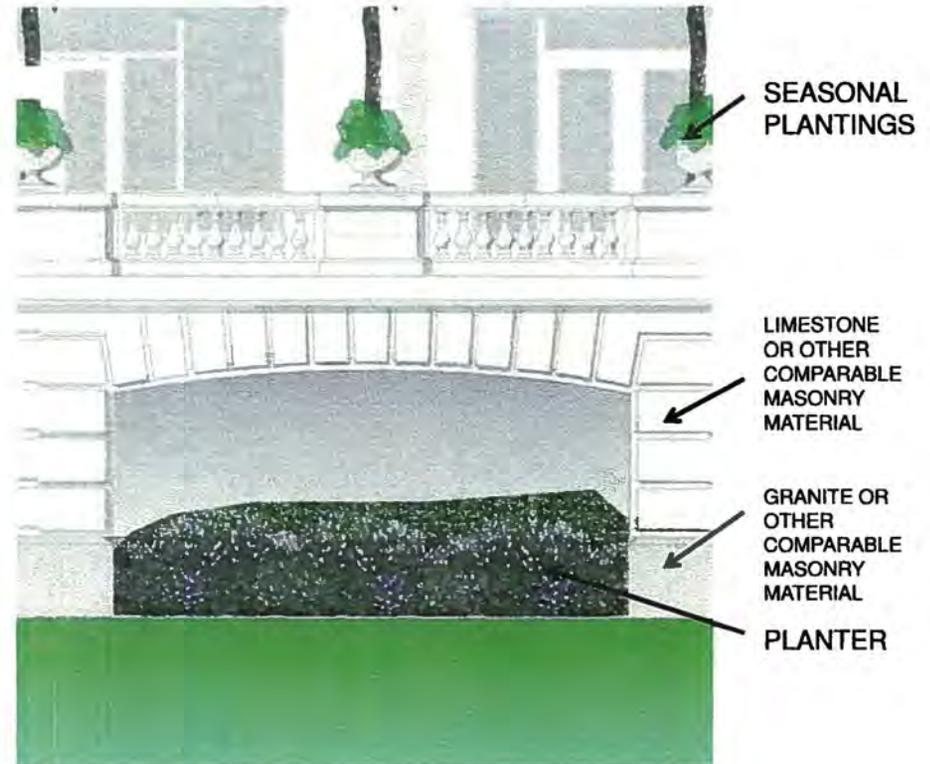
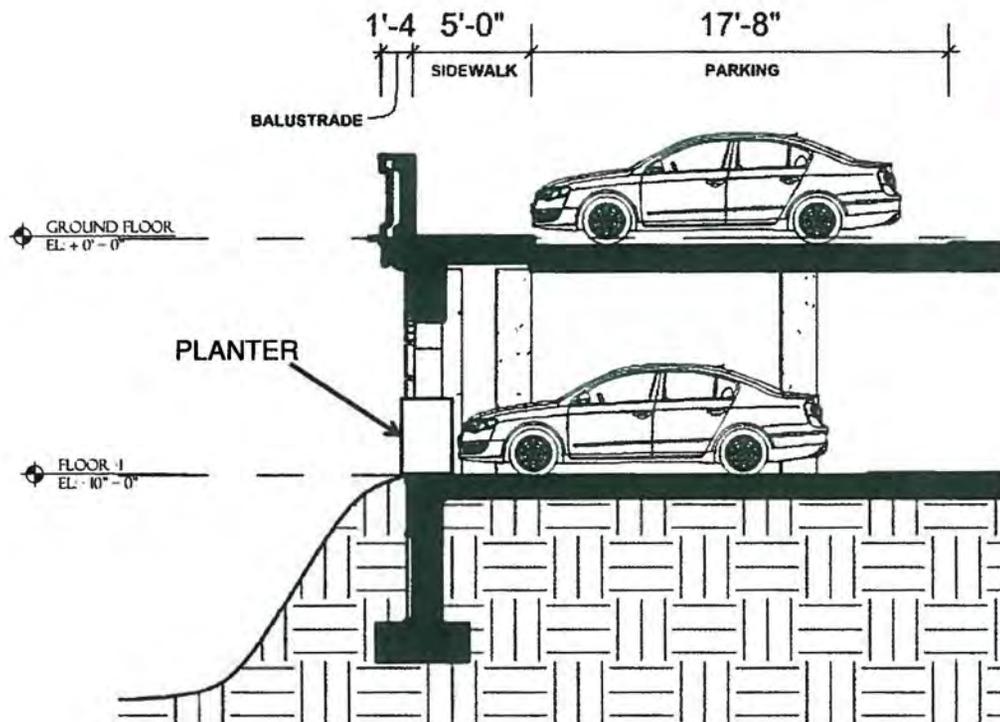
4: Parking Structure Landscaping:

...Vines should be planted and...encouraged to grow up the structure...Planters should be incorporated.

V.O.W. Design Guidelines, pg. 73:

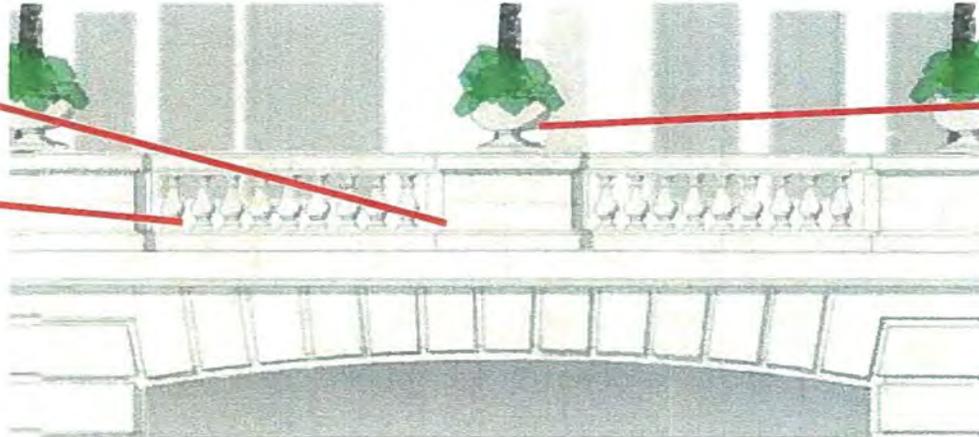
XV: Open Space

5: Metra Stations: The appearance of the... railroad right of way should be improved...with particular attention at the Business Districts. The railroad embankments should implement significant landscaping with emphasis on seasonal interest.



**PODIUM BLOCK
(TYP.)**

BALUSTRADE



**URN WITH SEASONAL
PLANTINGS (TYP.)**

**PROPOSED WEST GARAGE
DETAIL**

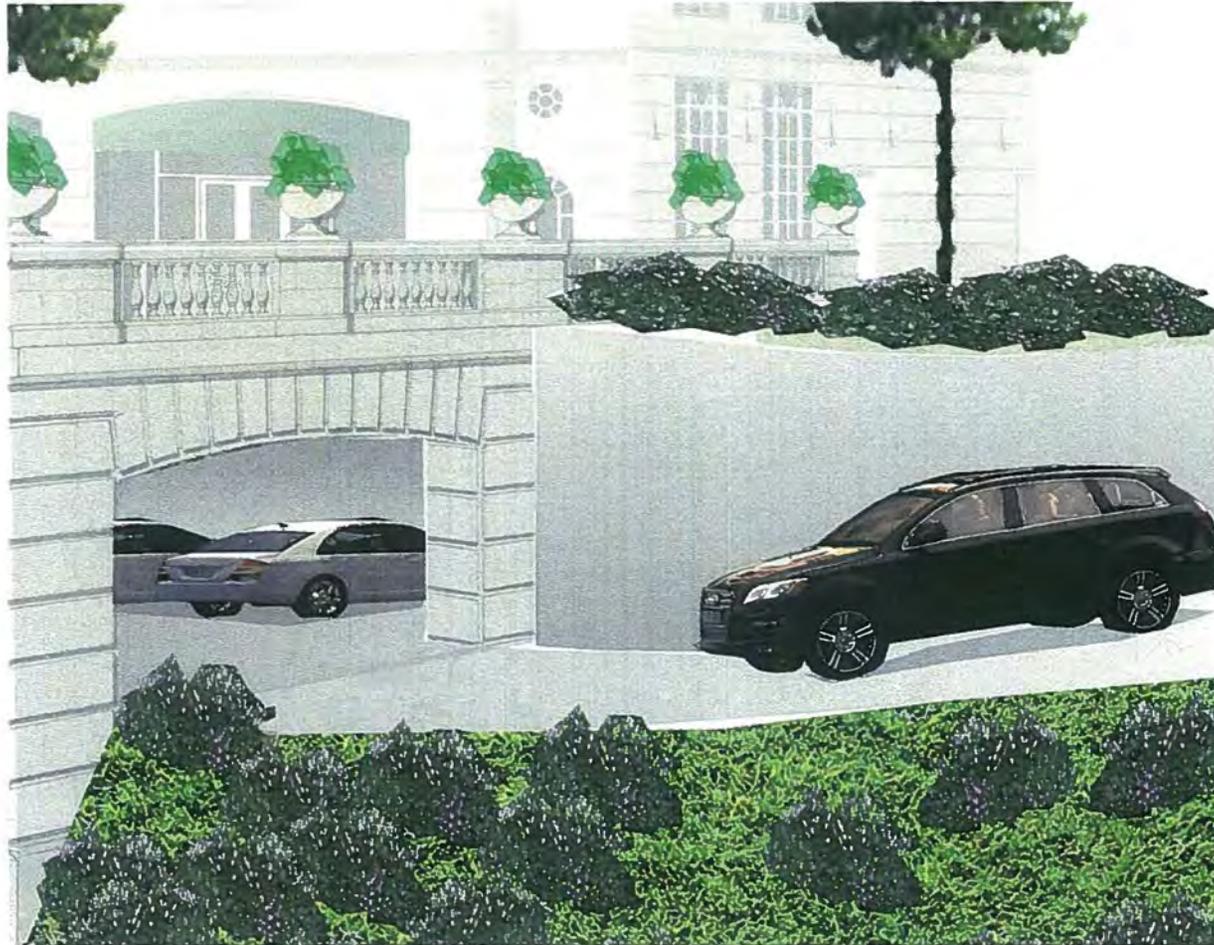
**PODIUM BLOCK
(TYP.)**

BALUSTRADE



**URN (OFTEN FILLED WITH
SEASONAL PLANTINGS)**

**EXISTING ELM STREET
BRIDGE DETAIL**



WEST GARAGE - ENTRANCE



V.O.W. Design Guidelines, pg. 26:

IX: Service, Secondary Facades & Parking Structures

c. PARKING STRUCTURES:

Parking structures at a commercial development should be incorporated so that the blend with the architecture of the development....Building materials, details & articulation should be consistent with the development.

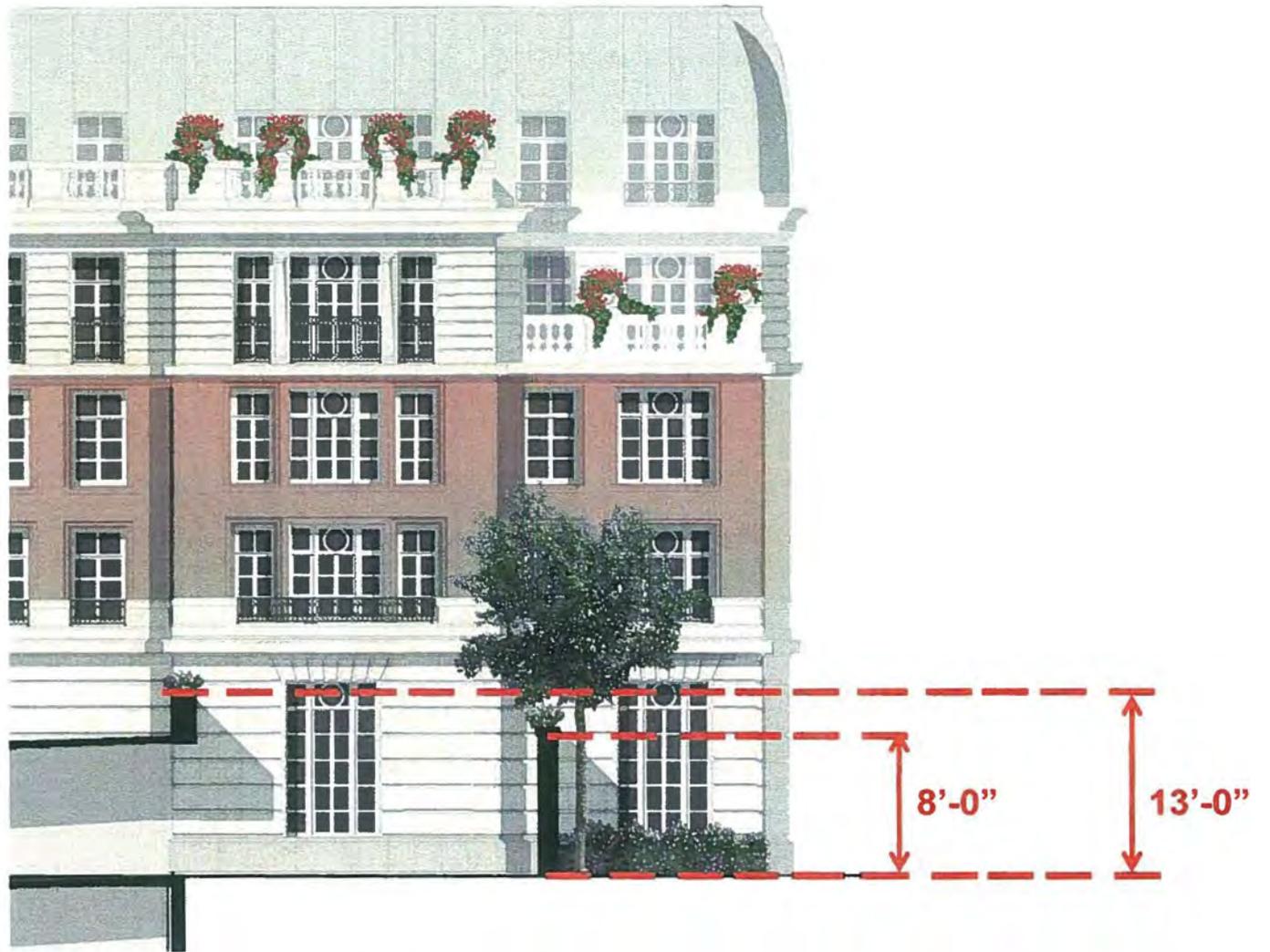
V.O.W. Design Guidelines, pg. 43:

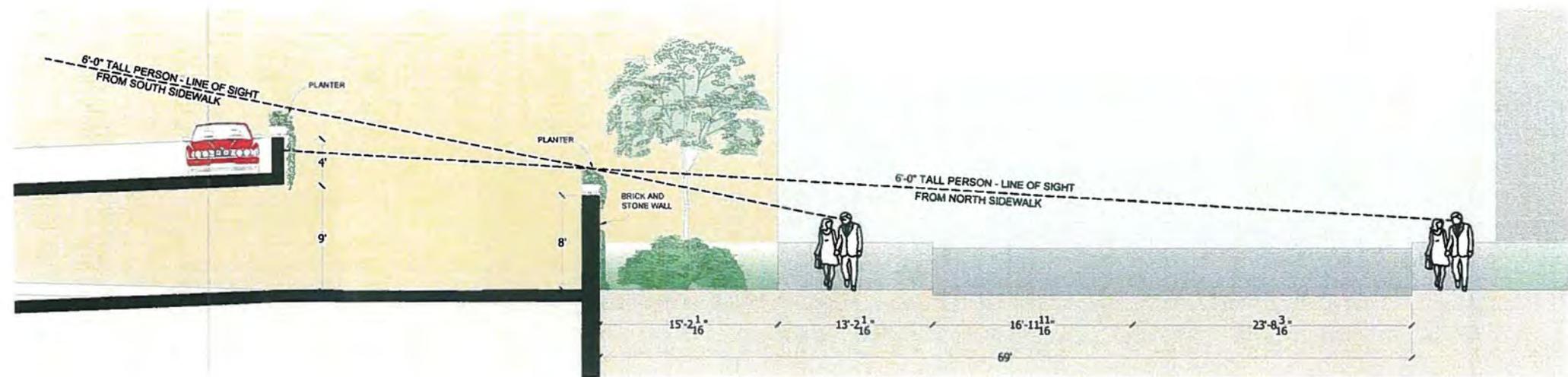
XI: Vehicular Zones

c. PARKING AND SERVICE AREAS

In all Business, Multifamily Residential and Institutional areas, parking is both an essential component and a scarce commodity, which is absolutely necessary to the vitality of the business districts....For current and future developments, every effort must be made to save, enhance and / or expand both public and private parking areas.

KEY CONCEPT: Architectural & landscape screening create attractive pedestrian experience, blend with context.





TOP ROOF

3RD FLOOR

2ND FLOOR
EL: +15' - 0"

GROUND FLOOR
EL: +0' - 0"



11'-0" TO 12'-0"

4" SILL

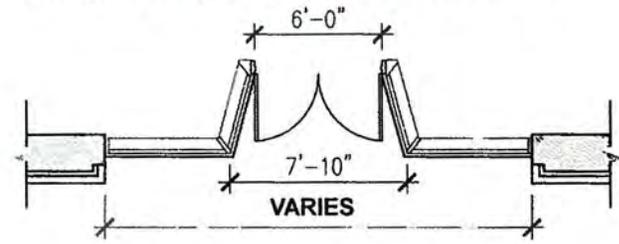
V.O.W. Design Guidelines, pg. 11:

VI: Proportion / Scale
 a. HORIZONTAL RHYTHM
 Commercial & Mixed Use...The retail storefront should be differentiated from the upper stories...The storefront should be harmonious in scale and proportion with adjacent and facing structures.

V.O.W. Design Guidelines, pg. 16:

VII: Articulation
 a. ENTRIES: COMMERCIAL & MIXED USE
 3. Detail: ...the storefront doorway should be recessed and have an awning so as to provide protection from the elements for shoppers.

b. WINDOW & DOOR FENESTRATION
Storefront windows are required in commercial buildings on the primary façade[s] at street level. Storefront windowsill heights cannot exceed 1'-6"



TYPICAL RETAIL ENTRY & BAY



PROPOSED RETAIL HEIGHT – TOWNHOUSE 1

LUCIEN LAGRANGE STUDIO

10/10/2016
ARCHITECTURE

TOP ROOF

4TH FLOOR

3RD FLOOR

2ND FLOOR
EL: +15' - 0"

GROUND FLOOR
EL: + 0' - 0"



11'-0" TO 12'-0"

4" SILL

V.O.W. Design Guidelines, pg. 11:

VI: Proportion / Scale

a. HORIZONTAL RHYTHM

Commercial & Mixed Use...The retail storefront should be differentiated from the upper stories...The storefront should be harmonious in scale and proportion with adjacent and facing structures.

V.O.W. Design Guidelines, pg. 16:

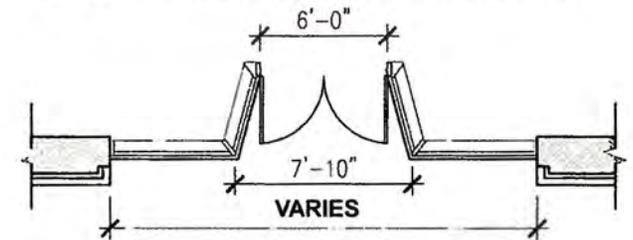
VII: Articulation

a. ENTRIES: COMMERCIAL & MIXED USE

3. Detail: ...the storefront doorway should be recessed and have an awning so as to provide protection from the elements for shoppers.

b. WINDOW & DOOR FENESTRATION

Storefront windows are required in commercial buildings on the primary façade[s] at street level. Storefront windowsill heights cannot exceed 1'-6"



TYPICAL RETAIL ENTRY & BAY



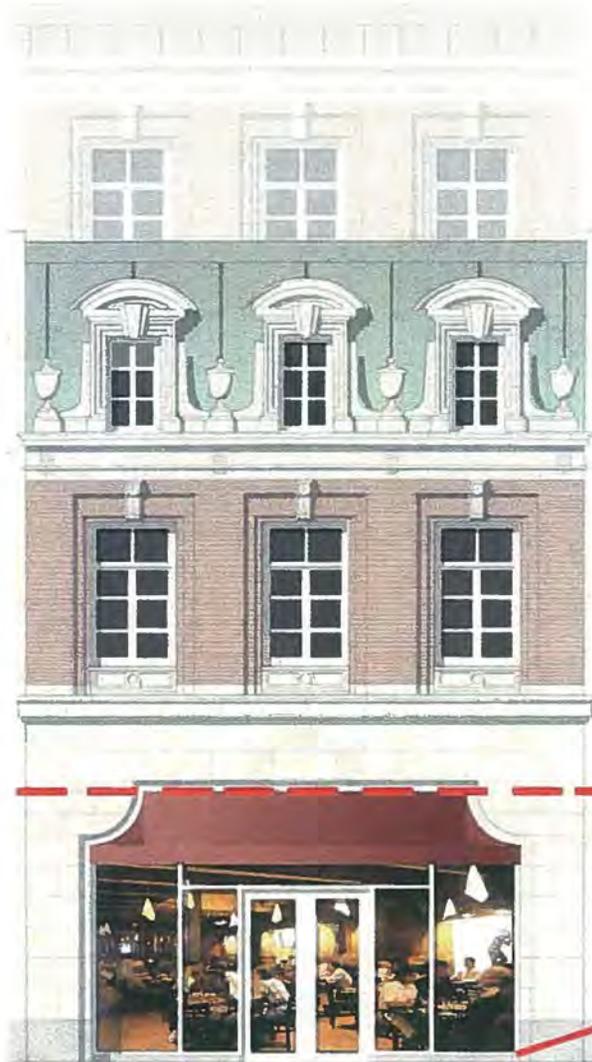
TOP ROOF

4TH FLOOR

3RD FLOOR

2ND FLOOR
EL: +15' - 0"

GROUND FLOOR
EL: +0' - 0"



11'-0" TO 12'-0"

4" SILL

V.O.W. Design Guidelines, pg. 11:

VI: Proportion / Scale

a. HORIZONTAL RHYTHM

Commercial & Mixed Use:..The retail storefront should be differentiated from the upper stories...The storefront should be harmonious in scale and proportion with adjacent and facing structures.

V.O.W. Design Guidelines, pg. 16:

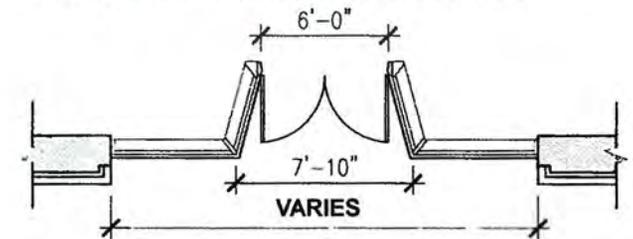
VII: Articulation

a. ENTRIES: COMMERCIAL & MIXED USE

3. Detail: ...the storefront doorway should be recessed and have an awning so as to provide protection from the elements for shoppers.

b. WINDOW & DOOR FENESTRATION

Storefront windows are required in commercial buildings on the primary facade[s] at street level. Storefront windowsill heights cannot exceed 1'-6"



TYPICAL RETAIL ENTRY & BAY



TOP ROOF

4TH FLOOR

3RD FLOOR

2ND FLOOR
EL: +15' - 0"

GROUND FLOOR
EL: + 0' - 0"



V.O.W. Design Guidelines, pg. 16:

- VII: Articulation
- a. ENTRIES: COMMERCIAL & MIXED USE
 - 3. Detail: ...the storefront doorway should be recessed and have an awning so as to provide protection from the elements for shoppers.
- b. WINDOW & DOOR FENESTRATION
 - Storefront windows are required in commercial buildings on the primary facade[s] at street level. Storefront windowsill heights cannot exceed 1'-6"

11'-0" TO 12'-0"

4" SILL



PROPOSED RETAIL HEIGHT - TOWNHOUSES 4 & 5

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10/10/2016
ARCHITECTURE

TOP ROOF

4TH FLOOR

3RD FLOOR

2ND FLOOR
EL: +15' - 0"

GROUND FLOOR
EL: + 0' - 0"



V.O.W. Design Guidelines, pg. 16:

VII: Articulation

a. ENTRIES: COMMERCIAL & MIXED USE

3. Detail: ...the storefront doorway should be recessed and have an awning so as to provide protection from the elements for shoppers.

b. WINDOW & DOOR FENESTRATION

Storefront windows are required in commercial buildings on the primary facade[s] at street level. Storefront windowsill heights cannot exceed 1'-6"

11'-0" TO 12'-0"

4" SILL



PROPOSED RETAIL HEIGHT - TOWNHOUSE 6

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10/10/2016
ARCHITECTURE



IRON RAILING

BRICK

LIMESTONE
OR OTHER
COMPARABLE
MASONRY MATERIAL

11'-0" TO 12'-0"

4" SILL



AWNING

ALUMINUM
WINDOW
FRAME

CLEAR LOW
E GLASS

GRANITE
OR OTHER
COMPARABLE
MASONRY
MATERIAL

V.O.W. Design Guidelines, pg. 11:

VI: Proportion / Scale

a. HORIZONTAL RHYTHM

Commercial & Mixed Use...The retail storefront should be differentiated from the upper stories...The storefront should be harmonious in scale and proportion with adjacent and facing structures.

V.O.W. Design Guidelines, pg. 16:

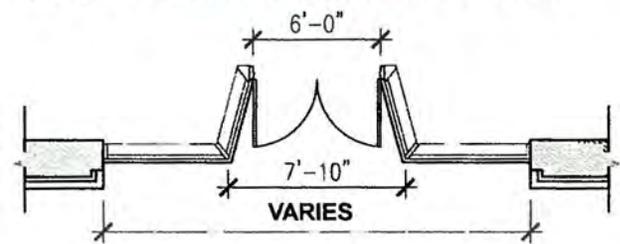
VII: Articulation

a. ENTRIES: COMMERCIAL & MIXED USE

3. Detail: ...the storefront doorway should be recessed and have an awning so as to provide protection from the elements for shoppers.

WINDOW & DOOR FENESTRATION

Storefront windows are required in commercial buildings on the primary facade[s] at street level. Storefront windowsill heights cannot exceed 1'-6"



TYPICAL RETAIL ENTRY & BAY

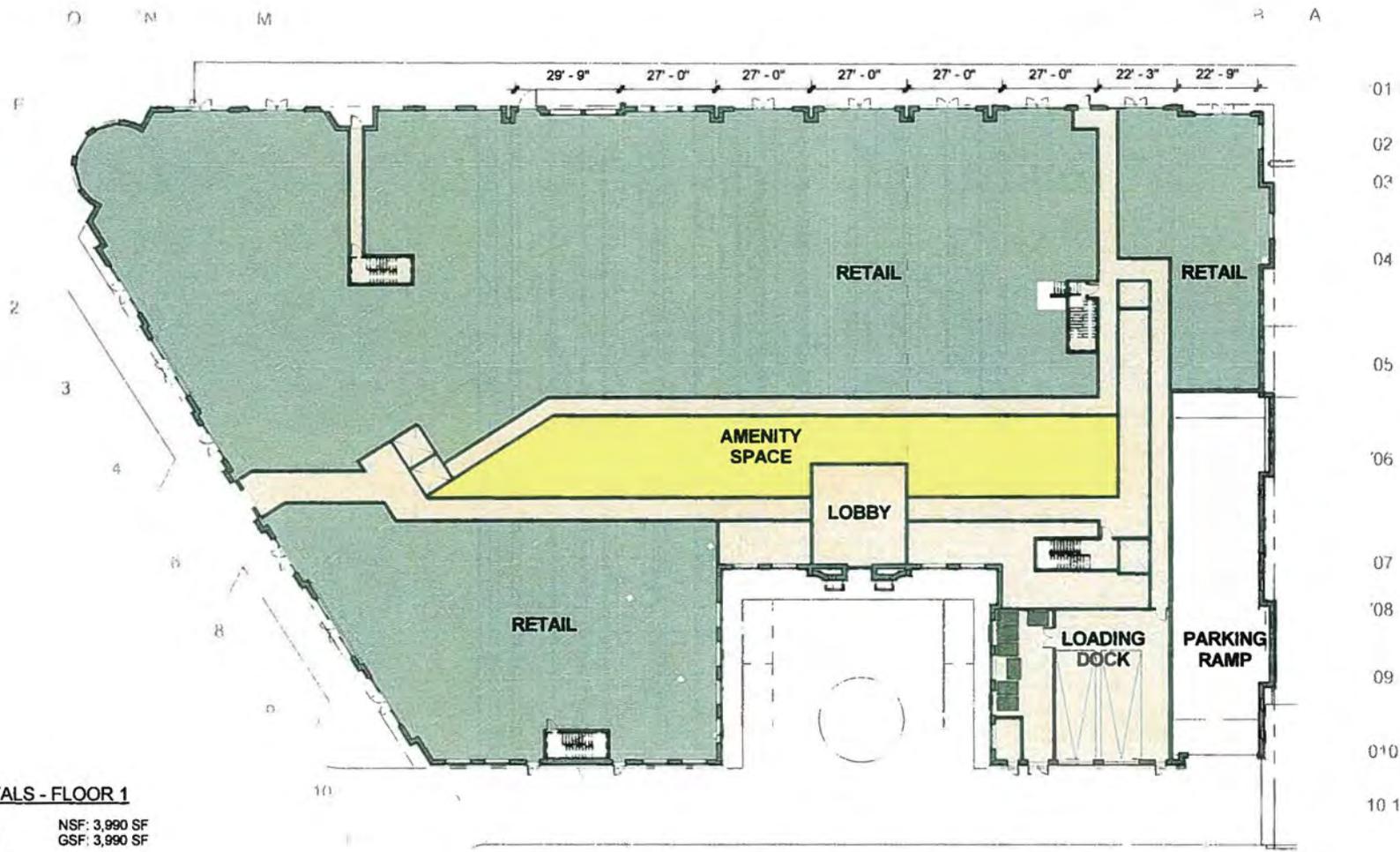


PROPOSED RETAIL HEIGHT – EAST & WEST BUILDINGS

LUCIEN LAGRANGE STUDIO

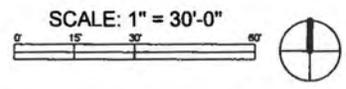
10/10/2016
ARCHITECTURE

EXHIBIT F
FLOOR AND SITE PLAN



AREA TOTALS - FLOOR 1

 AMENITIES	NSF: 3,990 SF GSF: 3,990 SF
 CIRCULATION	NSF: 9765 SF GSF: 9765 SF
 RETAIL	NSF: 33,895 SF GSF: 33,895 SF



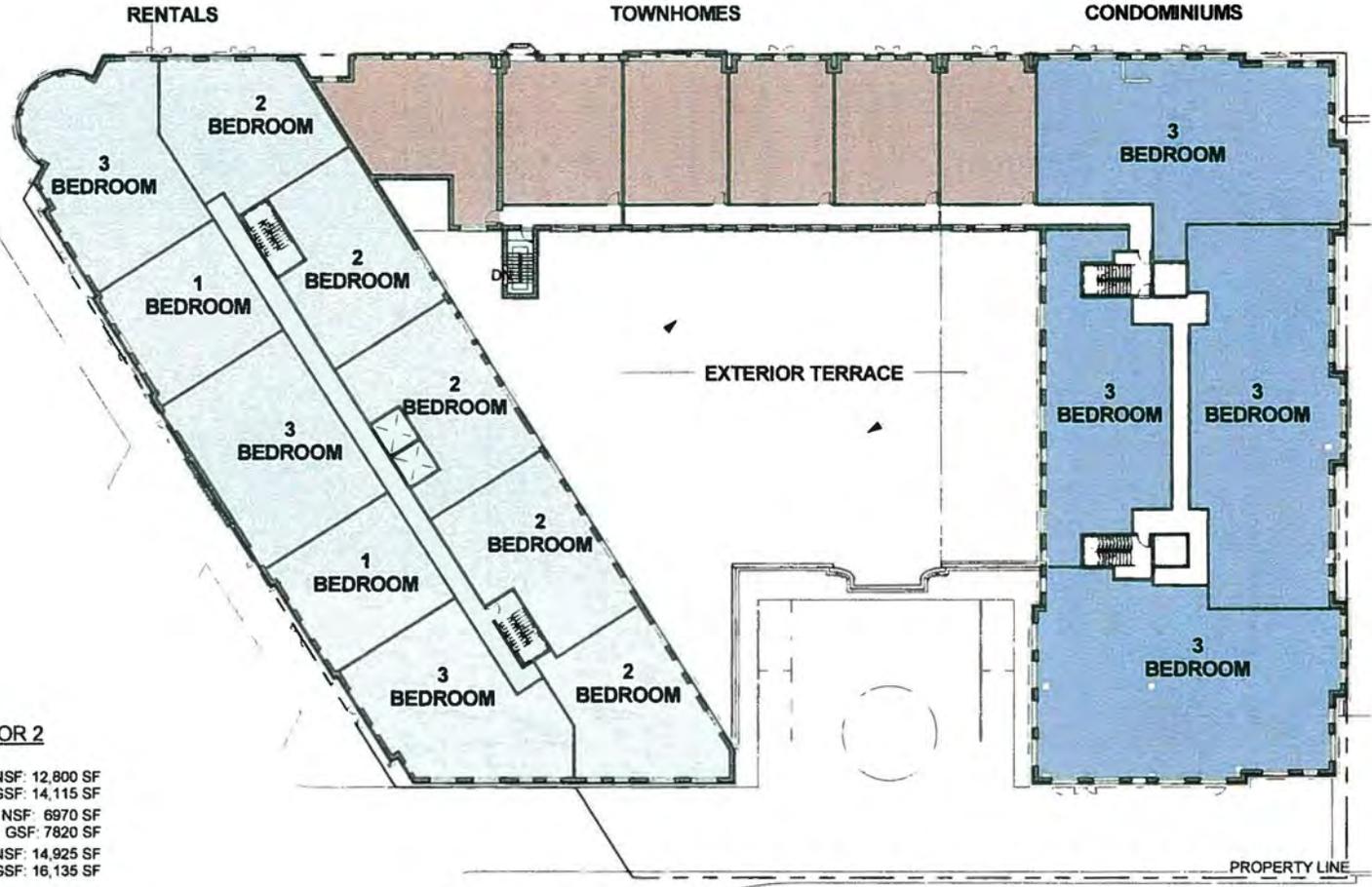
161012
01

ONE WINNETKA	FLOOR 1 - AMENITY & RETAIL SPACES
PROJECT NAME: 16-001	DESCRIPTION: 1" = 30'-0"
PROJECT NUMBER:	DATE: 10/12/16

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Chicago, Illinois 60660

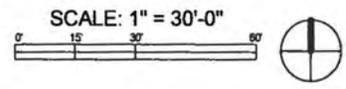
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161012
02
SKETCH NUMBER:



AREA TOTALS - FLOOR 2

EAST BLDG. UNIT	NSF: 12,800 SF GSF: 14,115 SF
TOWNHOME	NSF: 6970 SF GSF: 7820 SF
WEST BLDG. UNIT	NSF: 14,925 SF GSF: 16,135 SF

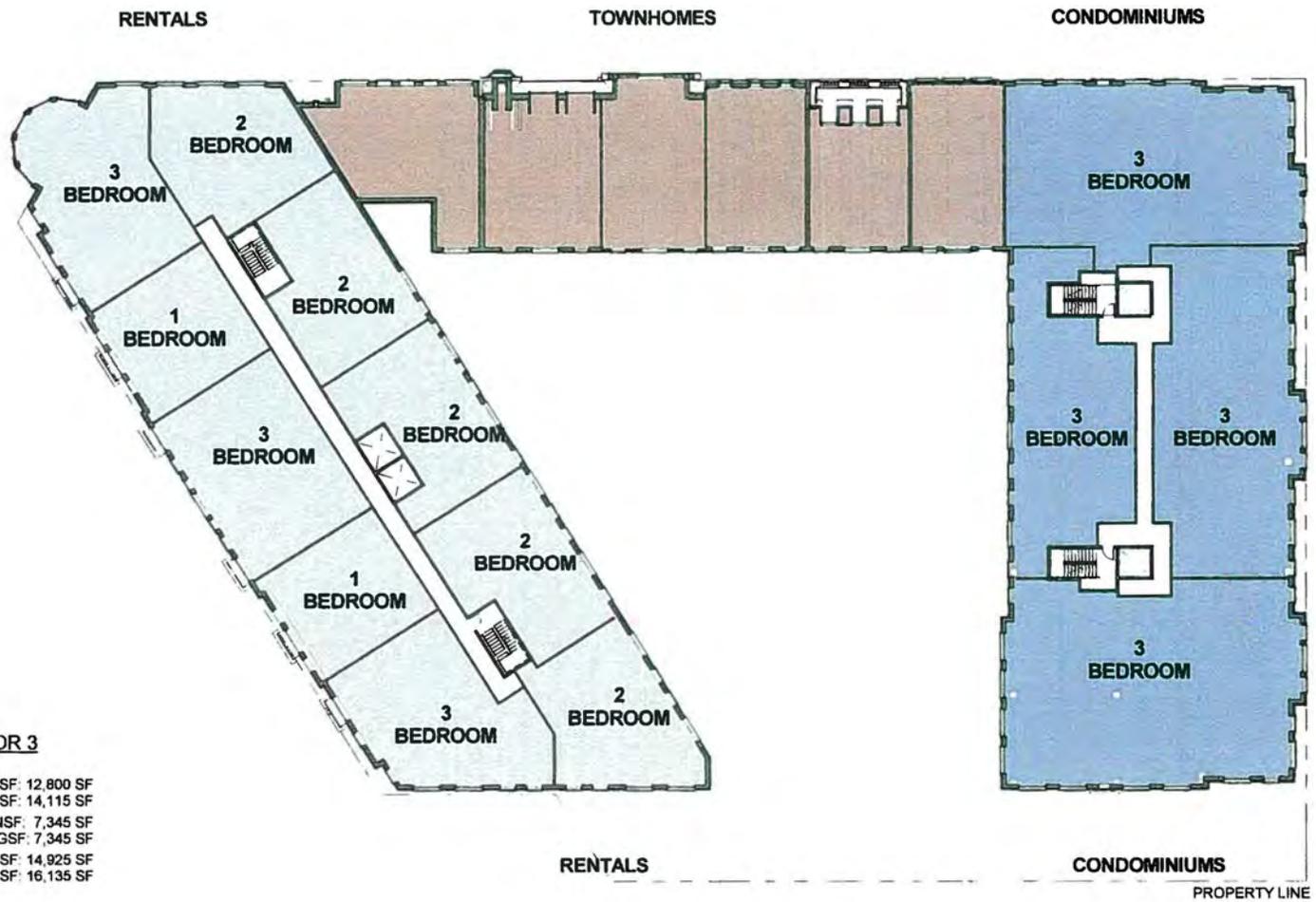


ONE WINNETKA PROJECT NAME: 15-001 PROJECT NUMBER:	FLOOR 2 PLAN - RESIDENTIAL SF DESCRIPTION: 1" = 30'-0" SCALE:	10/12/16 DATE:
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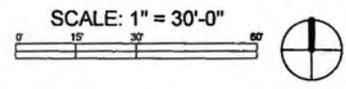
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161012
03



AREA TOTALS - FLOOR 3

	EAST BLDG UNIT	NSF: 12,800 SF
		GSF: 14,115 SF
	TOWNHOME	NSF: 7,345 SF
		GSF: 7,345 SF
	WEST BLDG UNIT	NSF: 14,925 SF
		GSF: 16,135 SF

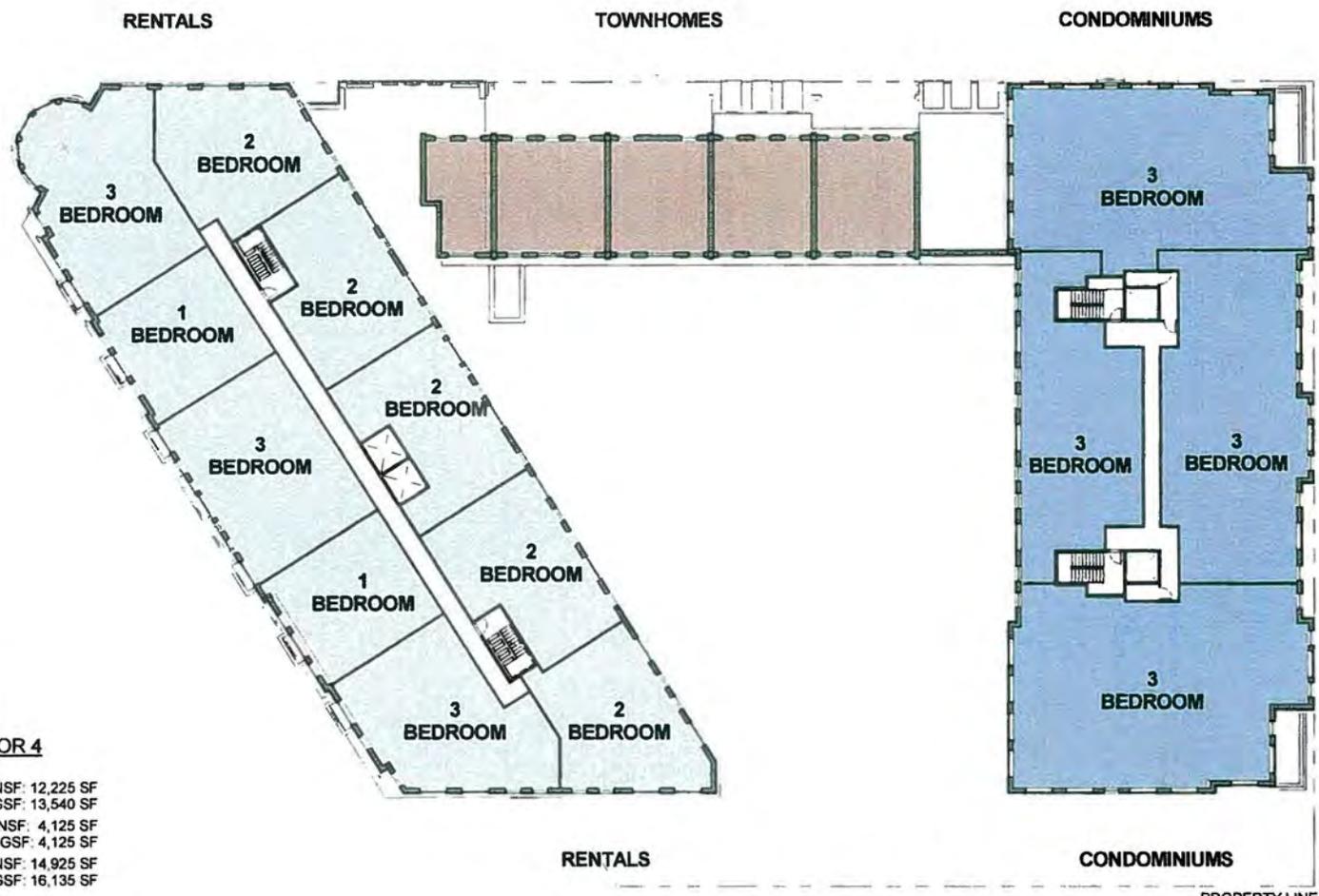


ONE WINNETKA PROJECT NAME	FLOOR 3 PLAN - RESIDENTIAL SF DESCRIPTION	10/12/16 DATE
16-001 PROJECT NUMBER	1" = 30'-0" SCALE	

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161012
04
SKETCH NUMBER



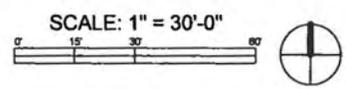
AREA TOTALS - FLOOR 4

 EAST BLDG. UNIT	NSF: 12,225 SF
	GSF: 13,540 SF
 TOWNHOME	NSF: 4,125 SF
	GSF: 4,125 SF
 WEST BLDG. UNIT	NSF: 14,925 SF
	GSF: 16,135 SF

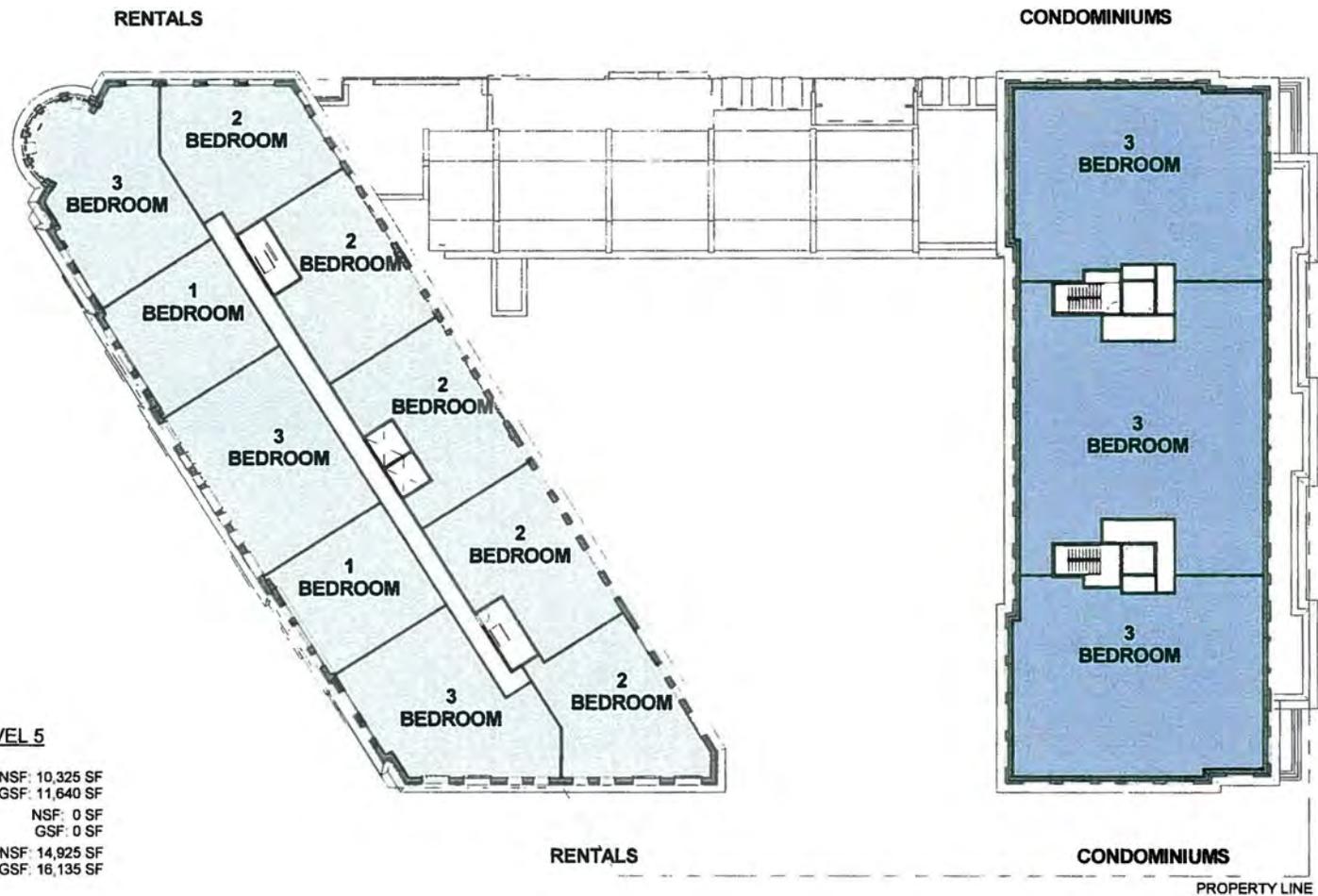
ONE WINNETKA PROJECT NAME	FLOOR 4 PLAN - RESIDENTIAL SF
16-001 PROJECT NUMBER	DESCRIPTION:
	1" = 30'-0" SCALE:
	10/12/16 DATE

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05



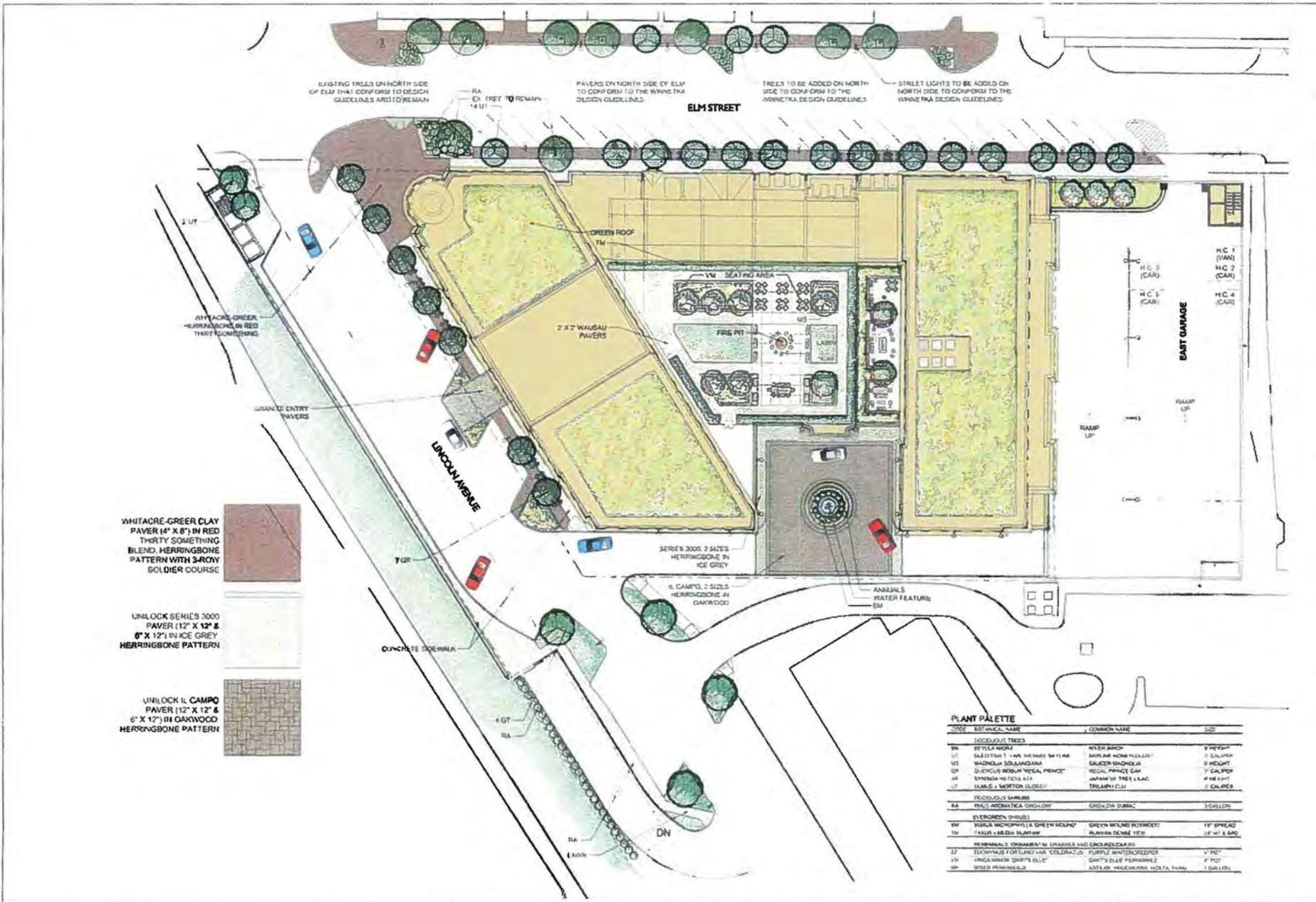
AREA TOTALS - LEVEL 5

NSF: 10,325 SF
 GSF: 11,640 SF
 NSF: 0 SF
 GSF: 0 SF
 NSF: 14,925 SF
 GSF: 16,135 SF

ONE WINNETKA PROJECT NAME	FLOOR 5 PLAN - RESIDENTIAL SF DESCRIPTION	10/12/16 DATE
15-001 PROJECT NUMBER	1" = 30'-0" SCALE	

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161012
06
SKETCH NUMBER

ROOF PLAN / LANDSCAPE PLAN
DESCRIPTION
1" = 45'-0"
SCALE
10/12/16
DATE
ONE WINNETKA
PROJECT NAME
16-001
PROJECT NUMBER

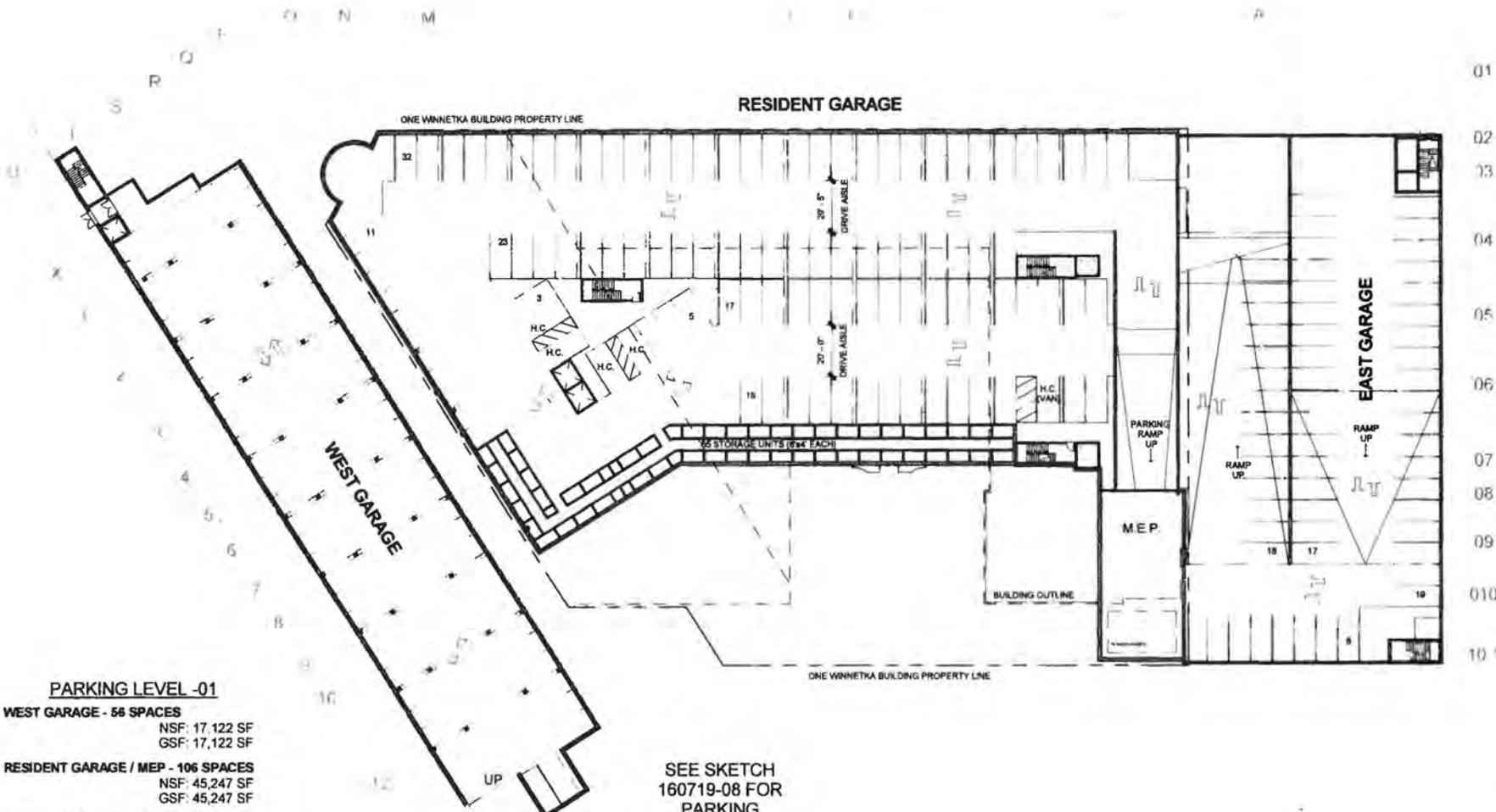
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7/11/2016 9:45:31 AM

PLANT PALETTE

CODE	BOTANICAL NAME	COMMON NAME	SIZE
DECIDUOUS TREES			
04	BETULA NIGRA	RYLEN BIRCH	8' HEIGHT
07	SAULOTINA 1 - VAR. SHEPHERD SAULOTINA	BURKINGHOPE HEDERA	8' CALIPER
08	WALNUTIA SOLIDANGANA	SAUCER WALNUT	8' HEIGHT
09	QUERCUS ROBURIFERA 'PINCOT'	REGAL PINNACLE OAK	7' CALIPER
10	SPYRIDA HYDROPHILA	AMERICAN TREE LILAC	8' HEIGHT
11	LUNARIA & MORTON GLOBE	TRILARIN ELIX	8' CALIPER
DECIDUOUS SHRUBS			
04	FRAXINUS AMERICANA 'ORNDORF'	GREYHOLE BURNING	3' GALLON
EVERGREEN SHRUBS			
10	BUXUS MICROPHYLLA 'SHEPHERD'	GREEN WOUND PROTECT	12" SPREAD
12	FAUCIA & BEDIA MURRAY	BURNING DENISE 'COP'	12" W x 8" D
PERENNIALS, ORNAMENTAL GRASSES AND ERICACEAE			
27	ERODIUM FORSYTHIUM VAR. COLONIAE	PURPLE WINTERDROPPER	12" FEET
10	TRICHOLOMA GIBBERIFOLIUM	WHITE ELLIP PERENNIAL	7" FEET
02	VERBENA HEDERIFOLIA	ASTORIA WREATHING HOLLY HAZEL	1' GALLON

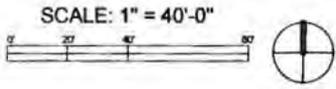
161012
07



PARKING LEVEL -01

- WEST GARAGE - 56 SPACES**
NSF: 17,122 SF
GSF: 17,122 SF
- RESIDENT GARAGE / MEP - 106 SPACES**
NSF: 45,247 SF
GSF: 45,247 SF
- EAST GARAGE - 63 SPACES (RETAIL)**
NSF: 16,760 SF
GSF: 16,760 SF

SEE SKETCH
160719-08 FOR
PARKING
ACCESS RAMP

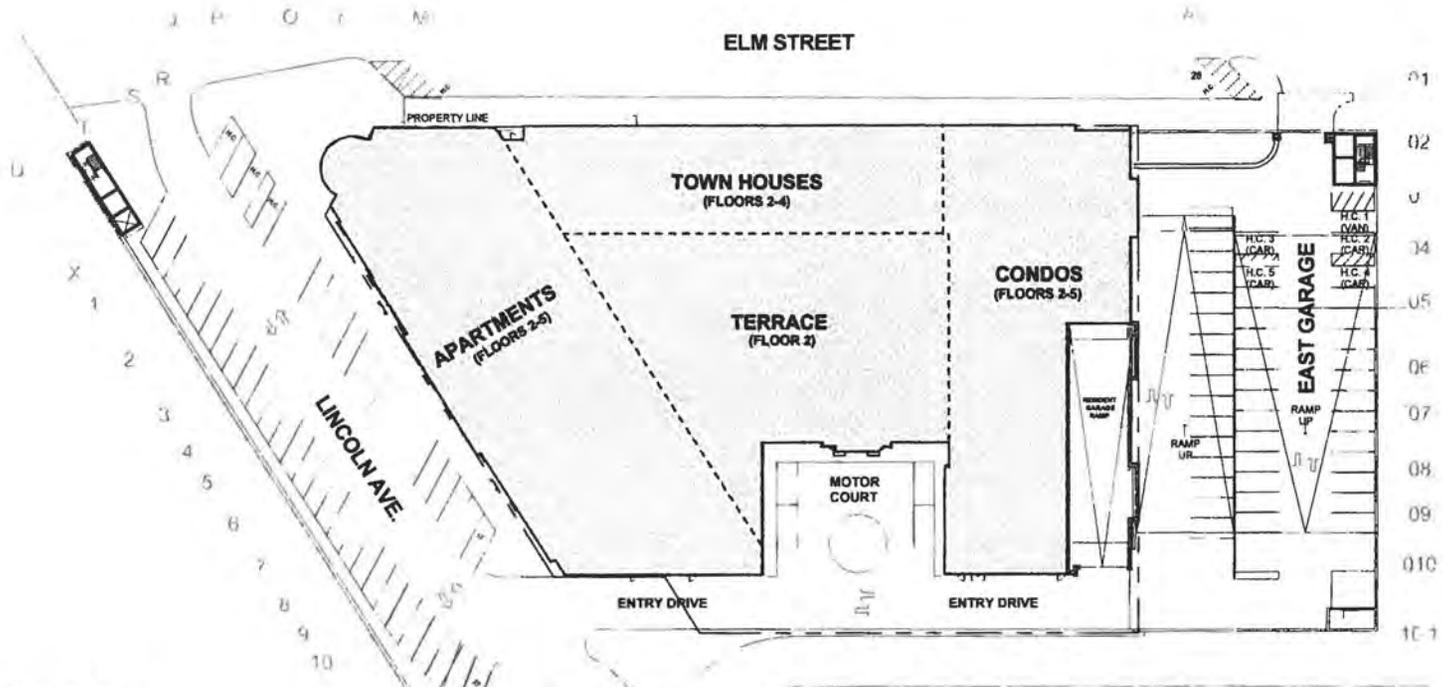


01
02
03
04
05
06
07
08
09
10
10 1

ONE WINNETKA PROJECT NAME	FLOOR -1 PARKING PLAN	10/12/16
16-001 PROJECT NUMBER	DESCRIPTION	DATE
	1" = 40'-0"	SCALE

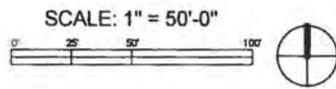
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Chicago, Illinois 60660

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PARKING LEVEL 01
EAST GARAGE - 61 SPACES (RETAIL)
 NSF: 20,720 SF
 GSF: 20,720 SF
LINCOLN AVE. - 54 SPACES
ELM STREET - 28 SPACES

THESE PARKING SPACES NOT ALTERED



OAK ST.

161012
08

ONE WINNETKA	FLOOR 1 PARKING PLAN
PROJECT NAME:	DESCRIPTION:
16-001	1" = 50'-0"
PROJECT NUMBER	SCALE:
	DATE:
	10/12/16

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7/25/2016

ONE WINNETKA - BUILDINGS - FLOOR AREA SUMMARY

ALL VALUES IN SQUARE FEET UNLESS OTHERWISE NOTED

NOTE: THIS DOCUMENT CORRESPONDS ONLY WITH STUDY ISSUED 7/25/2016 BY LLS

FLOOR	(WEST BLDG)		(EAST BLDG)		(TOWNHOUSE)		PARKING	TOTAL (GROSS)
	RETAIL	FLOOR 1 CIRCULATION / LOBBY / OFFICES / LOADING	RES. APARTMENT	RES CONDO	RES. TOWN HOUSE	AMENITIES		
-2	0	0	0	0	0	0	0	0
-1	0	0	0	0	0	0	45,247	45247
1	33,895	9,765	0	0	0	3990	0	47650
2	0	0	16135	14115	7820	0	0	38070
3	0	0	16135	14115	7345	0	0	37595
4	0	0	16135	13540	4126	0	0	33801
5	0	0	16135	11640	0	0	0	27775
6	0	0	0	0	0	0	0	0
TOTAL (GROSS)	33,895	9,765	64,540	53,410	19,291	3,990	45,247	230138
TOTAL (NET)	33,895		59,700	48,150	18,441	3,990	45,247	

NOTE:

ALL AREAS SUBJECT TO CHANGE PENDING FINAL DESIGN

FLOOR -1: RAMP BETWEEN FLOOR -1 & 1 ASSIGNED TO PARKING ON FLOOR -1

ONE WINNETKA - PUBLIC IMPROVEMENTS

ALL VALUES IN SQUARE FEET UNLESS OTHERWISE NOTED

NOTE: THIS DOCUMENT CORRESPONDS ONLY WITH STUDY ISSUED 7/25/2016 BY LLS

FLOOR	PARKING	#OF SPACES	LINCOLN AVE.	#OF SPACES	ELEVATOR HUT	TOTAL SF
-2	0	0	0	0	0	0
-1	16,710	56	0	0	0	16,710
1	0	0	24,944	54	525	25,469
2	0	0	0	0	0	0
3	0	0	0	0	0	0
4	0	0	0	0	0	0
5	0	0	0	0	0	0
6	0	0	0	0	0	0
TOTALS	16,710	56	24,944	54	525	42,179

FLOOR	PARKING	#OF SPACES	ELEVATOR HUT	TOTAL SF
-2	0	0	0	0
-1	16,040	63	720	16760
1	20,000	51	720	20720
2	0	0	0	0
3	0	0	0	0
4	0	0	0	0
5	0	0	0	0
6	0	0	0	0
TOTALS	36,040	114	1,440	37,480

FLOOR	PAVERS/LANDSCAPE/ECT.	#OF SPACES	TOTAL SF
-2	0	0	0
-1	0	0	0
1	14,875	28	14875
2	0	0	0
3	0	0	0
4	0	0	0
5	0	0	0
6	0	0	0
TOTALS	14,875	28	14,875

161012
09
SKETCH NUMBER

ONE WINNETKA
PROJECT NAME
16-001
PROJECT NUMBER

FLOOR AREA STUDY
DESCRIPTION

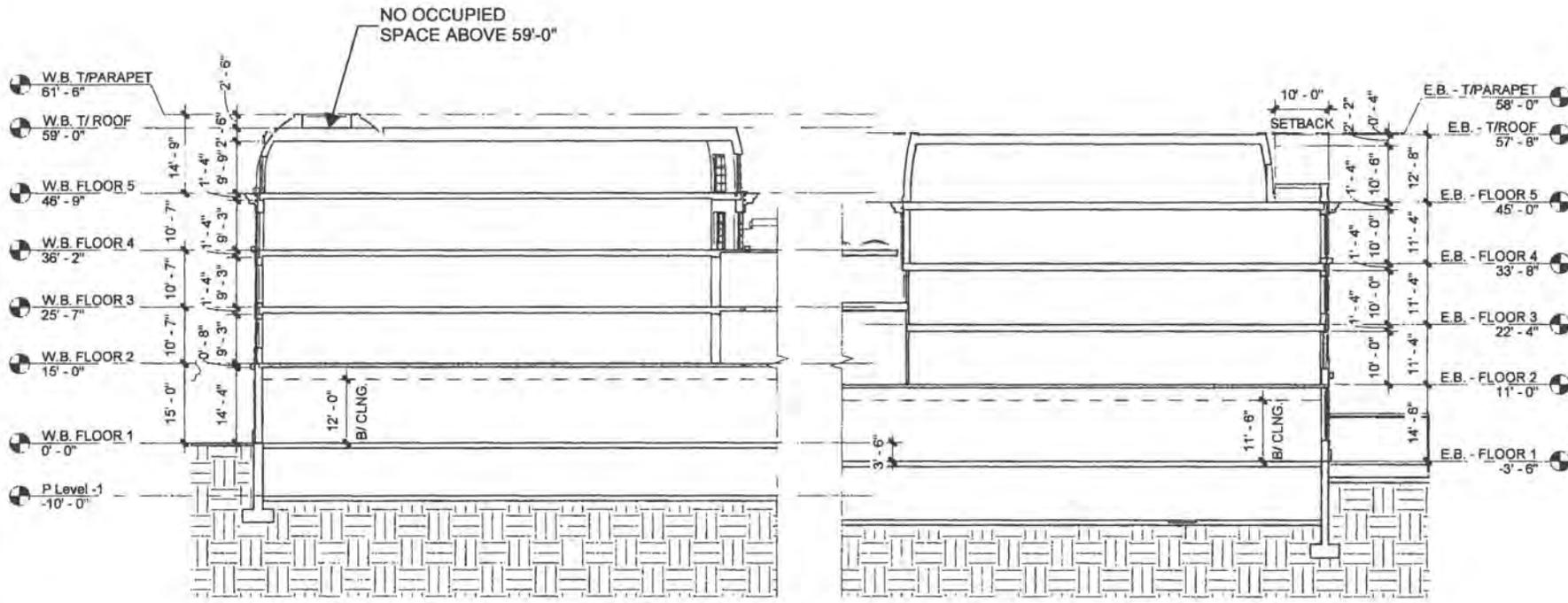
10/12/16
DATE

SCALE

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161012
10
SKETCH NUMBER



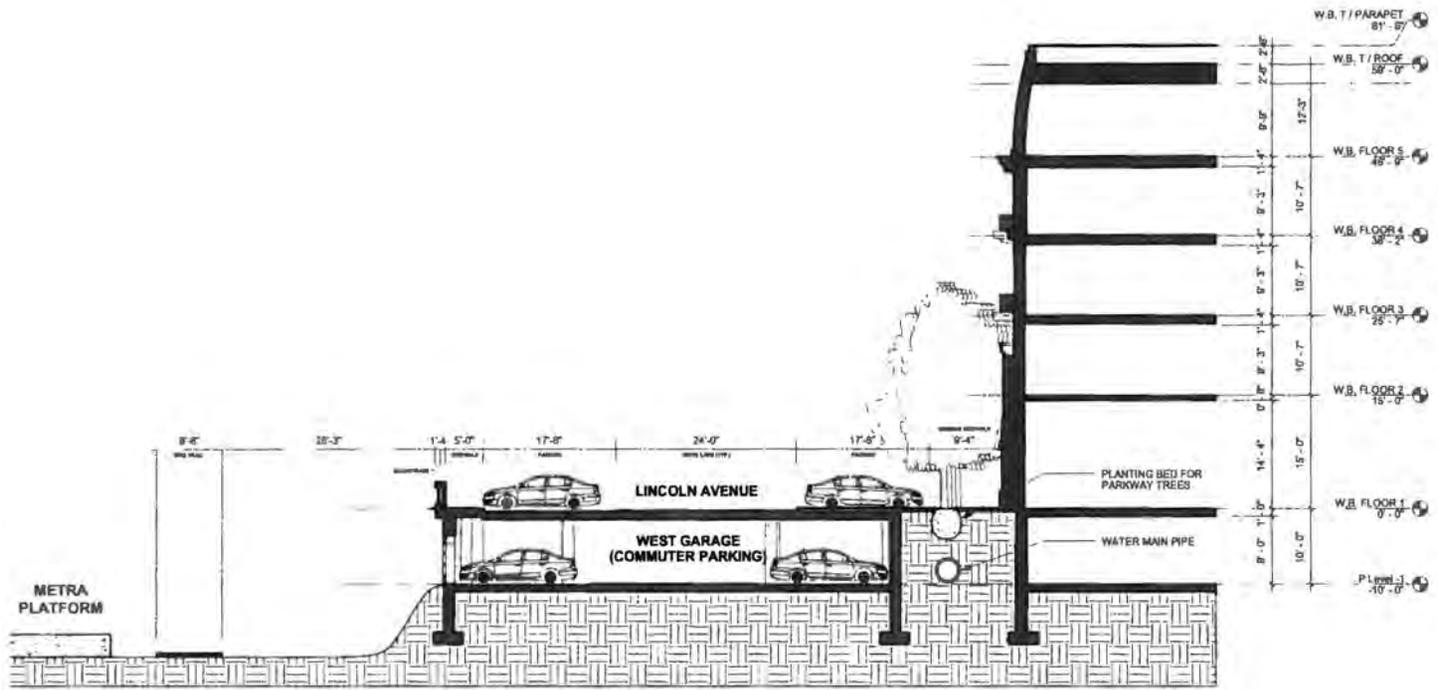
① E-W BUILDING SECTION - LOOKING NORTH
1" = 20'-0"

SCALE: 1" = 20'-0"

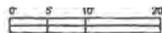
ONE WINNETKA PROJECT NAME 16-001 PROJECT NUMBER:	EAST & WEST BUILDING SECTIONS DESCRIPTION: 1" = 20'-0" SCALE:	10/12/16 DATE:
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① WEST GARAGE SECTION - E-W
1/16" = 1' - 0"



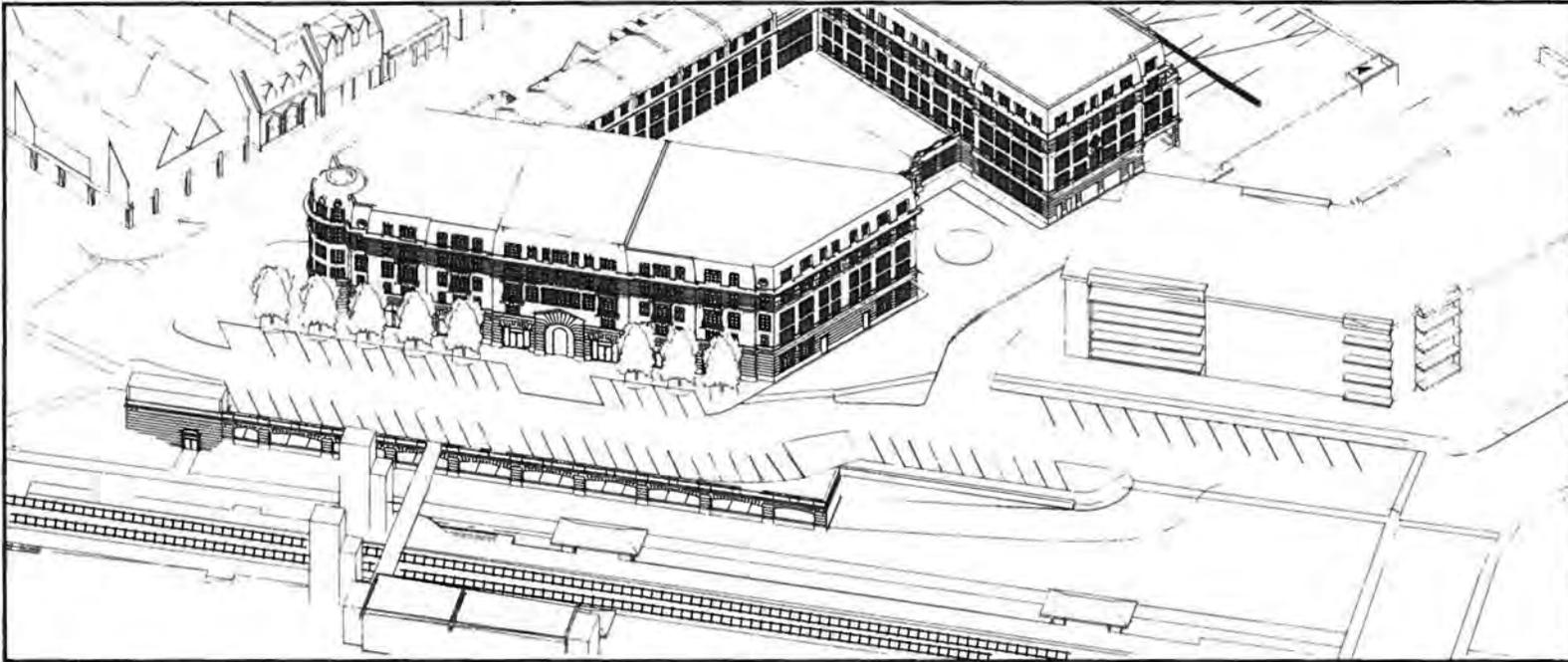
NOTE: THIS IS A SCHEMATIC LEVEL DRAWING AND IS SUBJECT TO REFINEMENT AS DESIGN PROGRESSES

161012
11

ONE WINNETKA PROJECT NAME 16-001 PROJECT NUMBER	LINCOLN AVENUE R.O.W. DESCRIPTION: 1/16" = 1' - 0" SCALE:	10/12/16 DATE
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① VIEW OF LINCOLN AVENUE RIGHT OF WAY
NOT TO SCALE

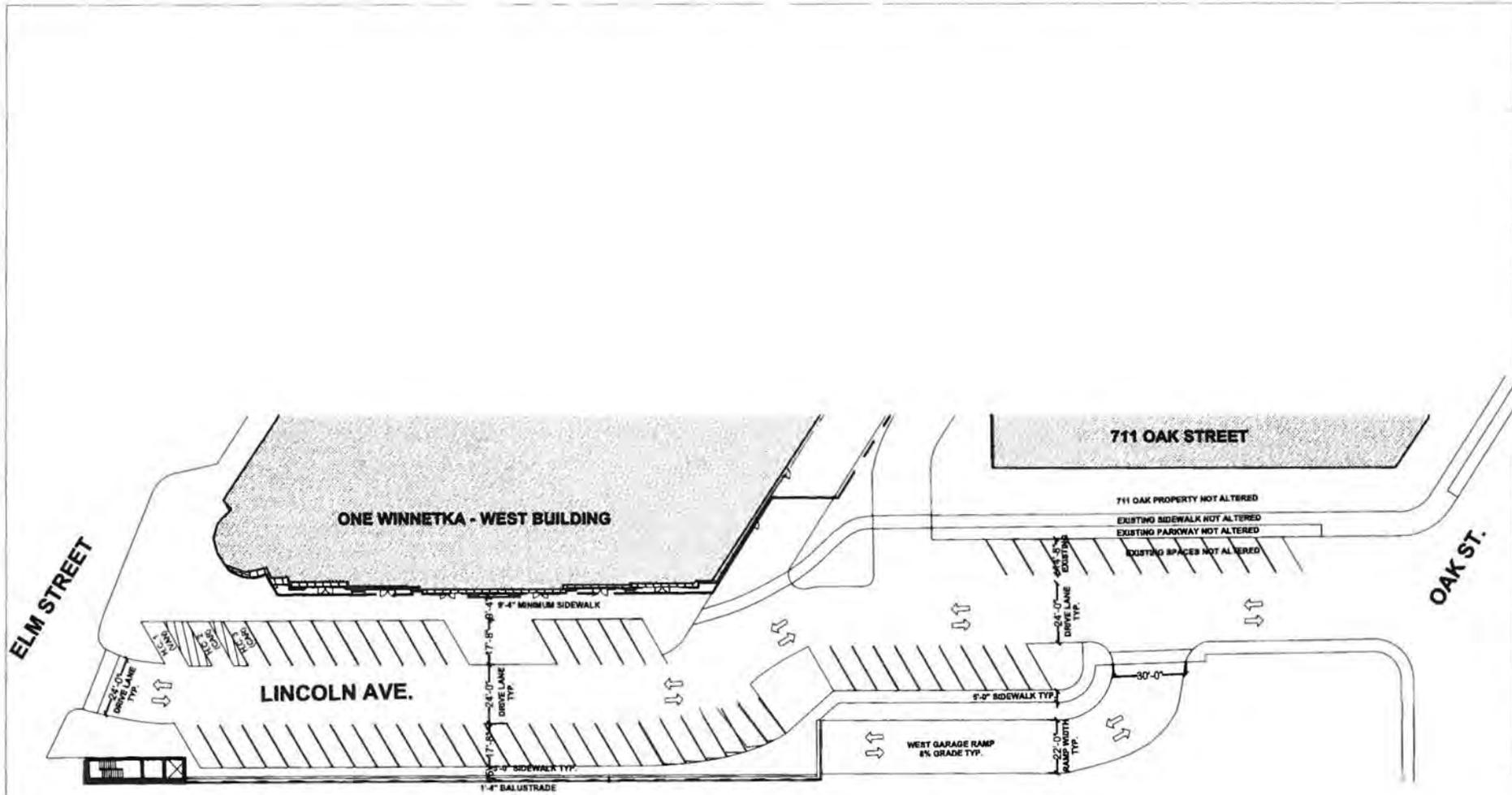
NOTE: THIS IS A SCHEMATIC LEVEL DRAWING AND IS SUBJECT TO REFINEMENT AS DESIGN PROGRESSES

161012
15
SKETCH NUMBER:

ONE WINNETKA PROJECT NAME	VIEW OF LINCOLN AVENUE RIGHT OF WAY DESCRIPTION
16-001 PROJECT NUMBER	NOT TO SCALE SCALE
	10/12/16 DATE

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8/10/2016 3:10:52 PM



① LINCOLN AVENUE RIGHT OF WAY
1" = 40' - 0"

NOTE: THIS IS A SCHEMATIC LEVEL DRAWING AND IS SUBJECT TO REFINEMENT AS DESIGN PROGRESSES

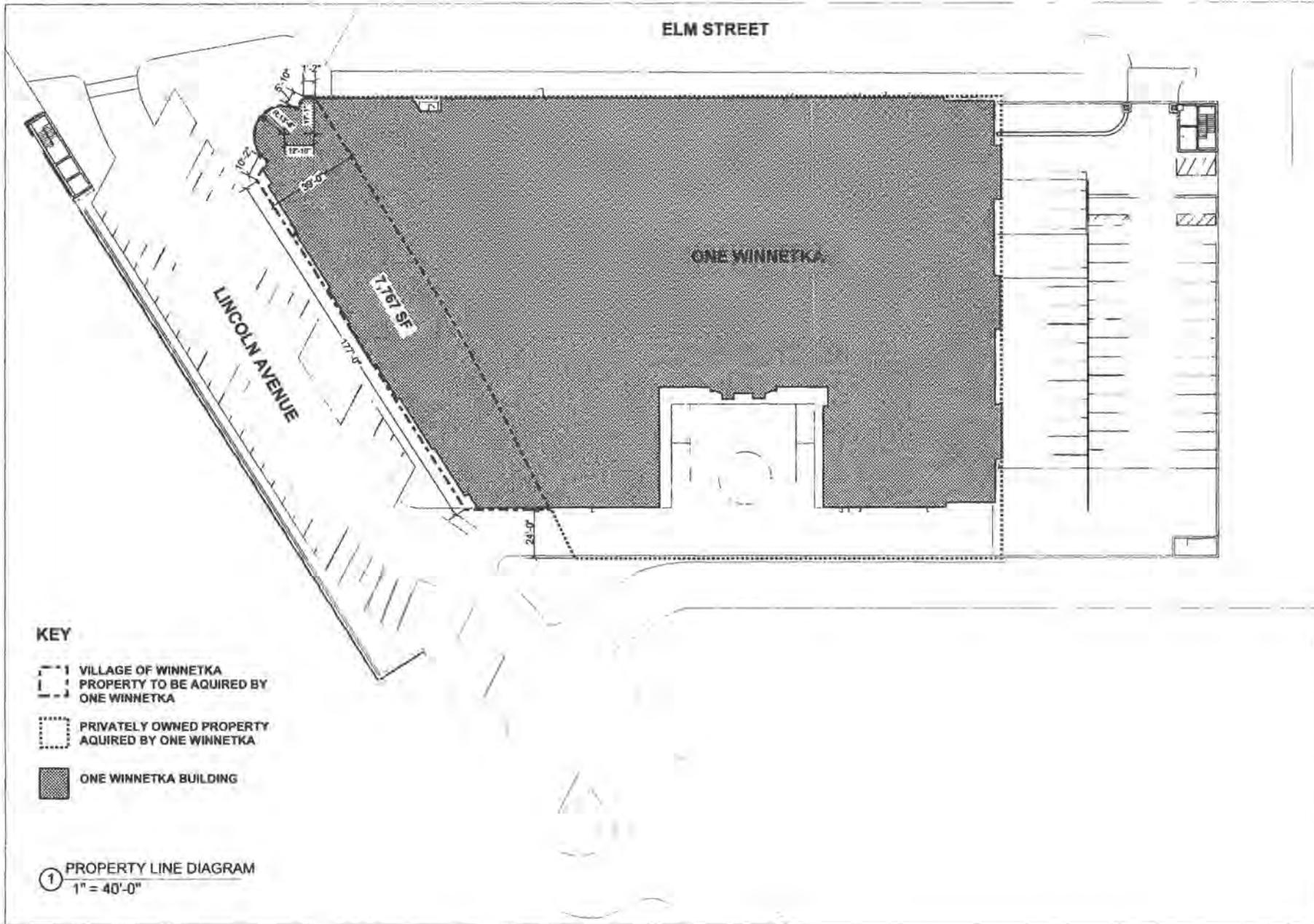
161012
16

LINCOLN AVENUE R.O.W.	DESCRIPTION	10/12/16	DATE
	1" = 40' - 0"		SCALE

ONE WINNETKA	PROJECT NAME	15-001	PROJECT NUMBER
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- KEY**
-  VILLAGE OF WINNETKA PROPERTY TO BE ACQUIRED BY ONE WINNETKA
 -  PRIVATELY OWNED PROPERTY AQUIRED BY ONE WINNETKA
 -  ONE WINNETKA BUILDING

① PROPERTY LINE DIAGRAM
1" = 40'-0"

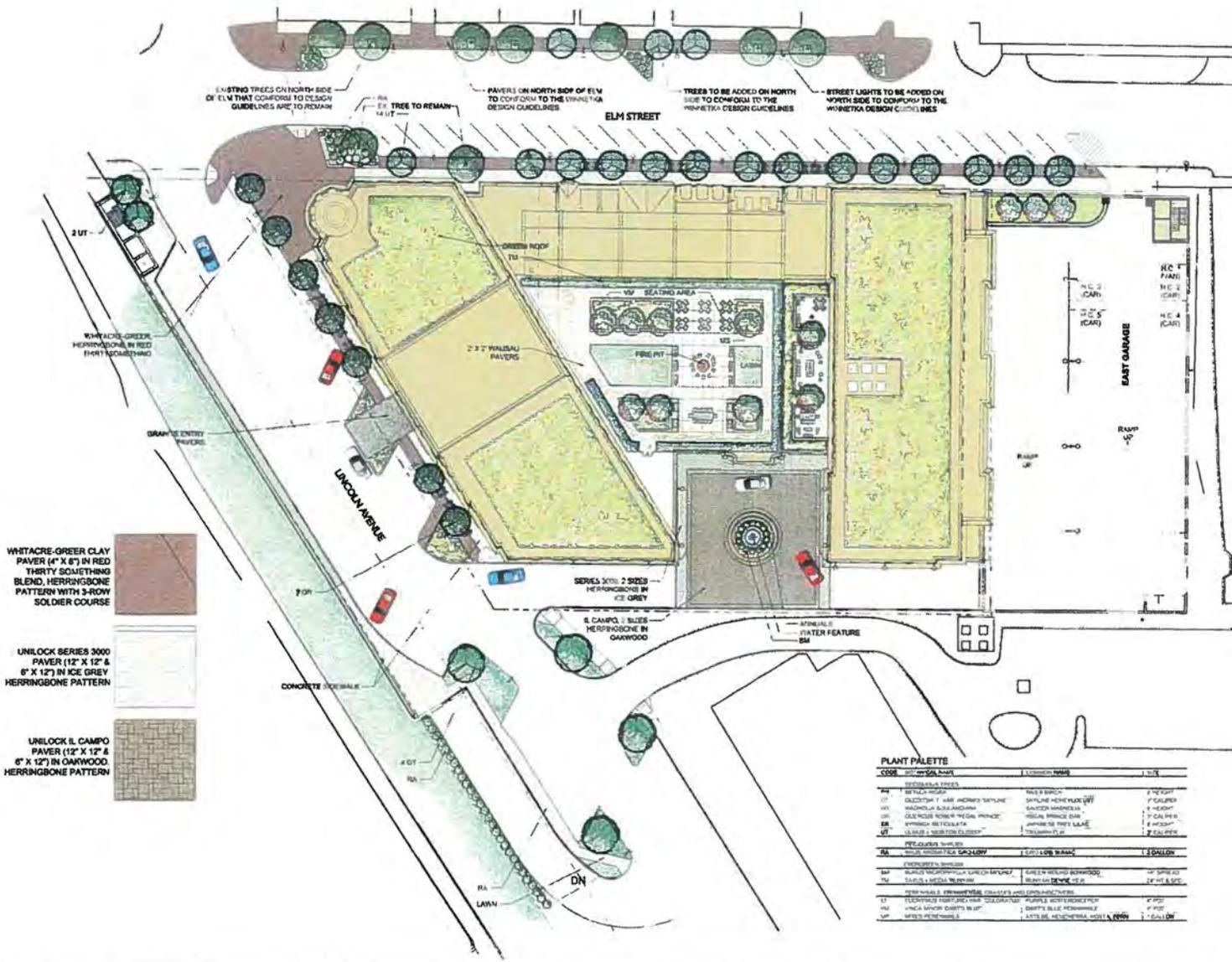
161012
17
SKETCH NUMBER

ONE WINNETKA PROJECT NAME	PROPERTY LINE DIAGRAM DESCRIPTION	DATE
15-001 PROJECT NUMBER	1" = 40'-0" SCALE	10/12/16 DATE

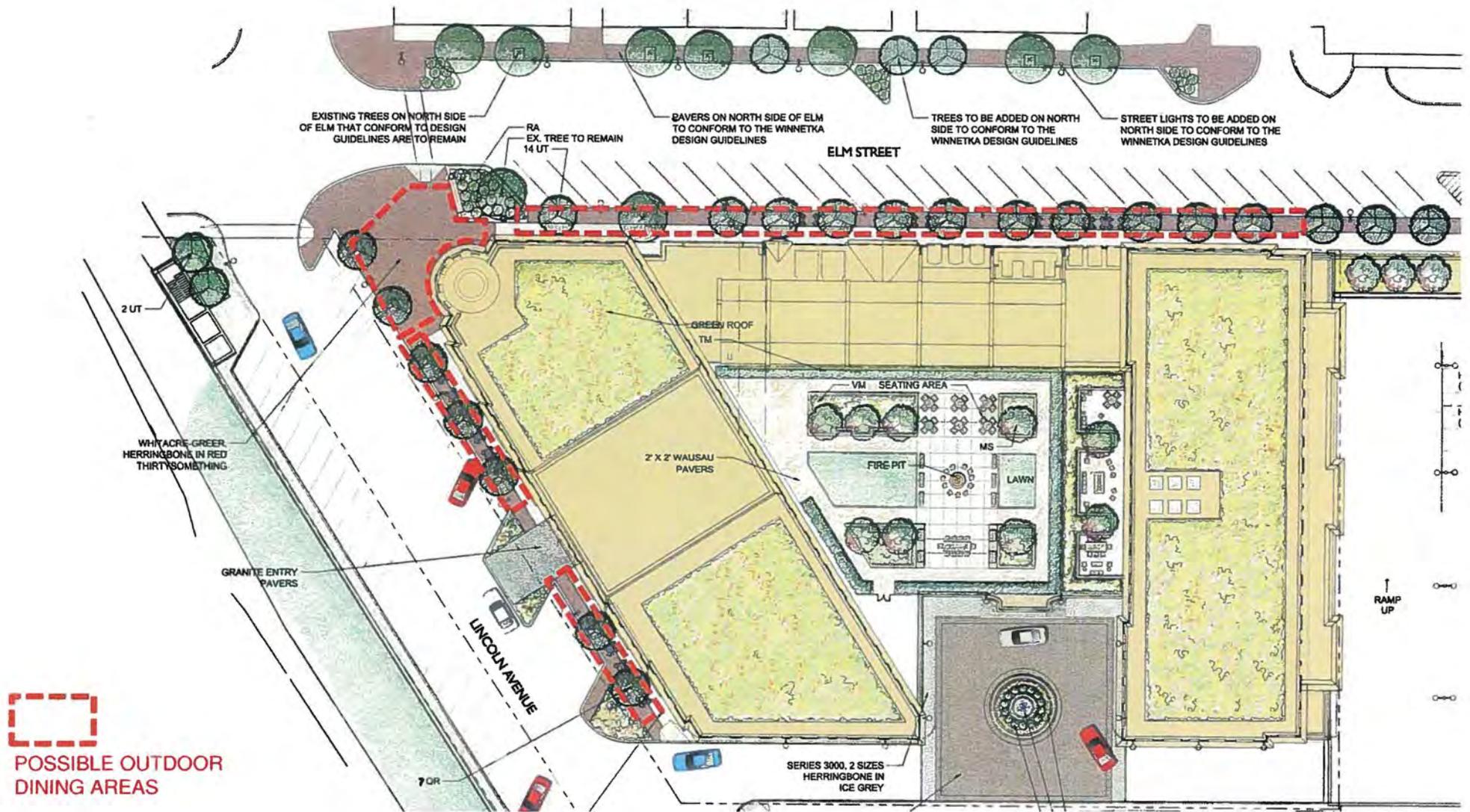
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EXHIBIT G
LANDSCAPE PLAN







POSSIBLE OUTDOOR DINING AREAS



V.O.W. Design Guidelines, pg. 27:

PUBLIC SPACES / STREETSCAPES

X. Pedestrian Zones & Circulation
 Attention should be paid to ensure all pedestrian zones created, altered & amended...enhance Winnetka's pedestrian friendly character.

V.O.W. Design Guidelines, pg. 30:

X. Pedestrian Zones & Circulation
4. Decorative Paving: Decorative brick pavers should be used along sidewalks, at corners and in plazas to enhance the attractiveness of an area and to define pedestrian activity areas.

V.O.W. Design Guidelines, pg. 35:

X. Pedestrian Zones & Circulation
d. Pedestrian Zone Landscaping: Streetscapes within the business districts...should be designed to provide pedestrians with shade & visual character.

V.O.W. Design Guidelines, pg. 40:

X. Pedestrian Zones & Circulation
2. Corner Bump Outs: The village encourages the use of bump outs or widened walkways at street corners.

HARDSCAPE ON
VILLAGE OF WINNETKA PROPERTY



PARKWAYS WILL BE CLAY PAVERS AND
CONCRETE SIDEWALKS -
ALL HARDSCAPE ON VILLAGE OF WINNETKA
PROPERTY WILL CONFORM TO THE VILLAGE
DESIGN GUIDELINES



WHITACRE GREER BRICK

HARDSCAPE ON
ONE WINNETKA PROPERTY



UNILOCK IL CAMPO PAVERS



UNILOCK SERIES 3000 PAVERS



OAKWOOD



ICE GREY



ENTRY MARBLE PAVERS IN
ECHO LAKE (COLDSRING)

V.O.W. Design Guidelines, pg. 30:

X. Pedestrian Zones & Circulation
4. Decorative Paving: Decorative brick pavers should be used along sidewalks, at corners and in plazas to enhance the attractiveness of an area and to define pedestrian activity areas.





REGAL PRINCE OAK



TRIUMPH ELM



JAPANESE TREE LILAC



SAUCER MAGNOLIA



BOXWOOD



DENSE YEW



GRO-LOW SUMAC



PERIWINKLE



PURPLELEAF WINTERCREEPER



SEDUM BLEND ON ROOF



ASTILBE MIX



HOSTA MIX

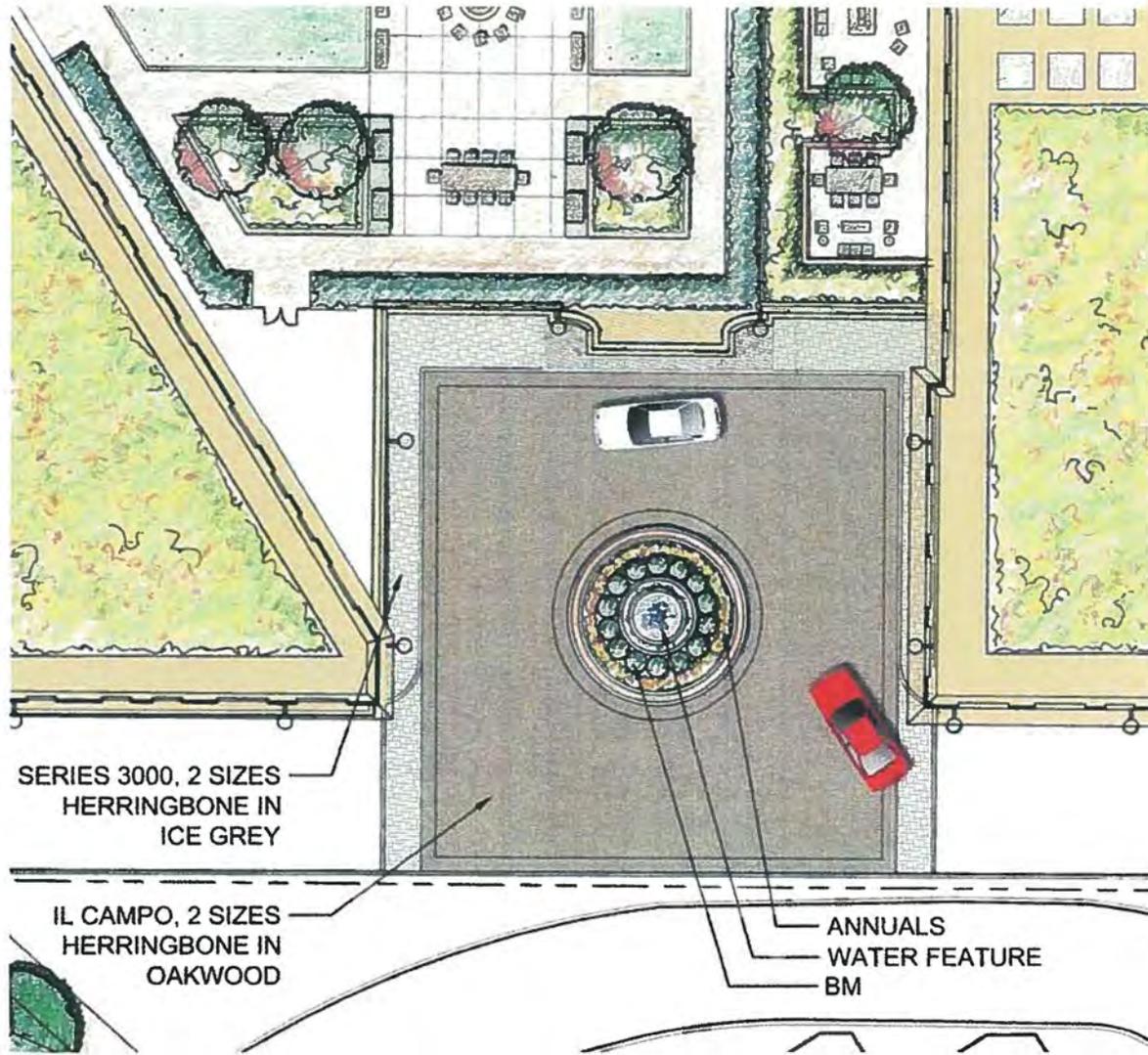


CORALBELL MIX



FERN MIX



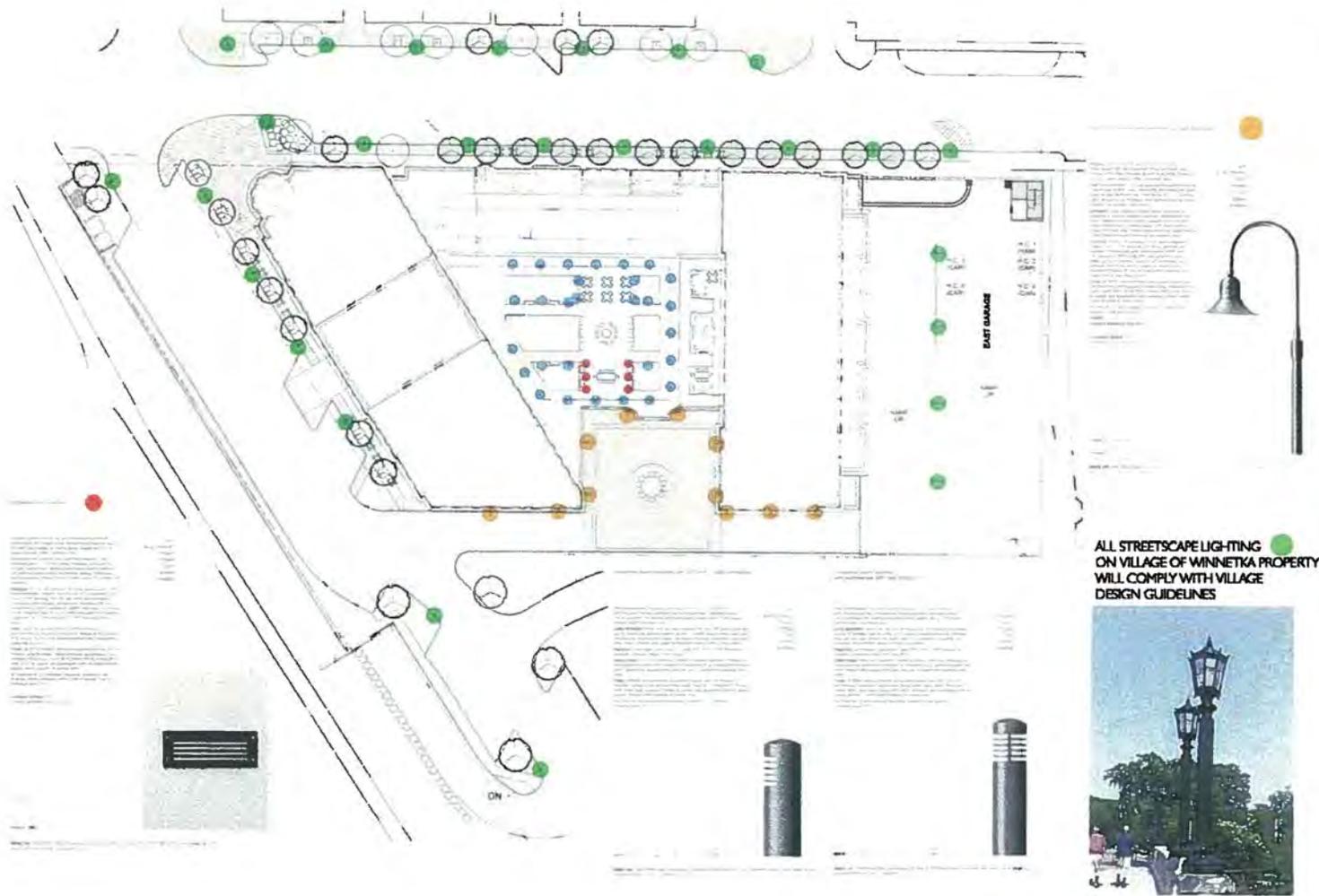




FIRE PIT ON AMENITY DECK
SIMILAR EXAMPLE



DECORATIVE FOUNTAIN AT ENTRY DRIVE
SIMILAR EXAMPLE



V.O.W. Design Guidelines, pg. 18:

VII: Articulation

c. **BUILDING LIGHTING**

1. Exterior Uses & Types: Exterior lighting should be carefully designed...Fixtures should be contextual with the [proposed] building.

V.O.W. Design Guidelines, pg. 58:

XI: Vehicular Zones

e. **LIGHTING IN VEHICULAR USE AREA**

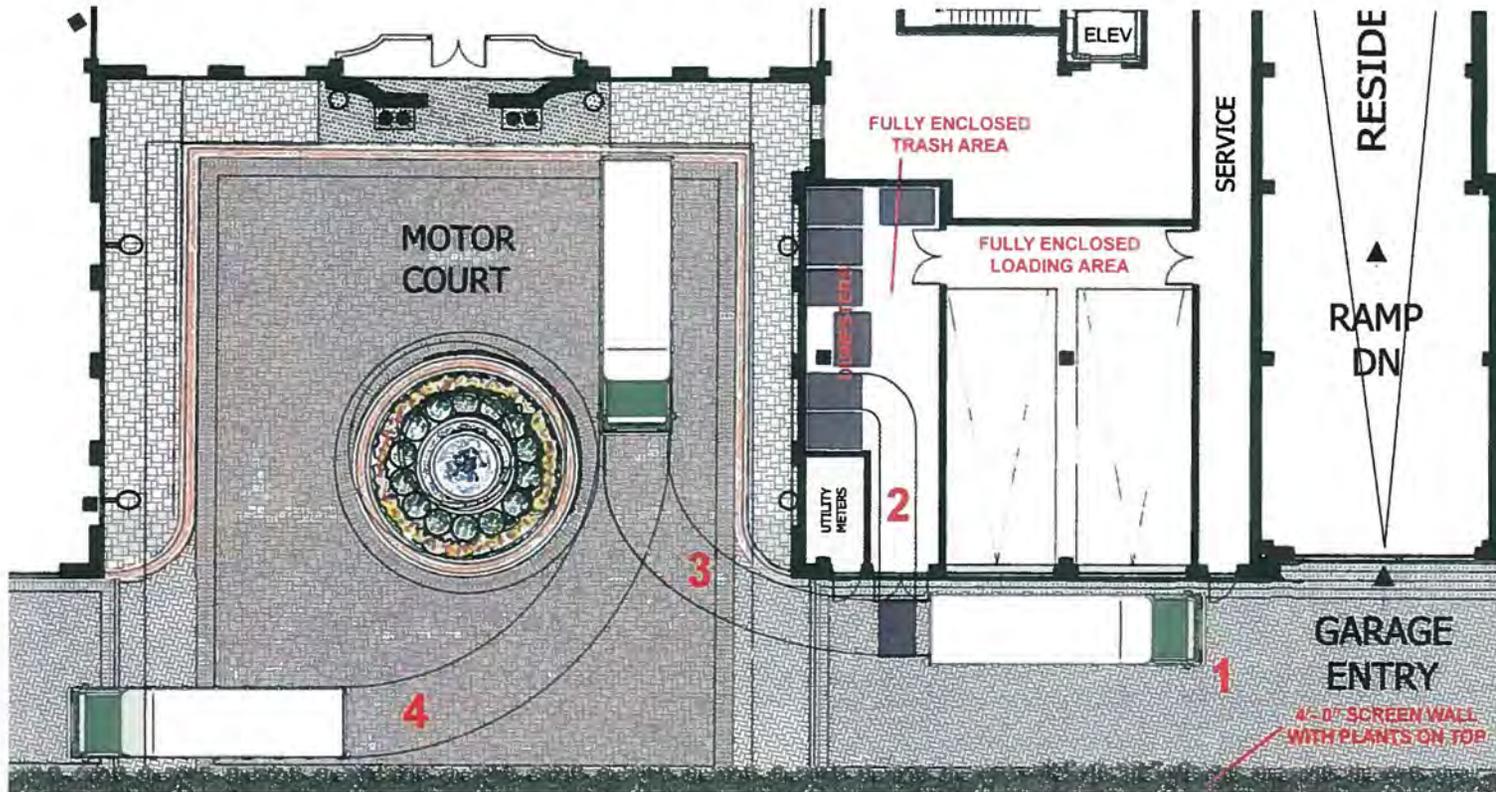
...Light fixtures should coordinate with building architectural style...colors of light fixtures should be consistent with...the development's architectural style.

ALL STREETScape LIGHTING ON VILLAGE OF WINNETKA PROPERTY WILL COMPLY WITH VILLAGE DESIGN GUIDELINES



EXHIBIT H
LOADING AND REFUSE PLAN





TRASH COLLECTION

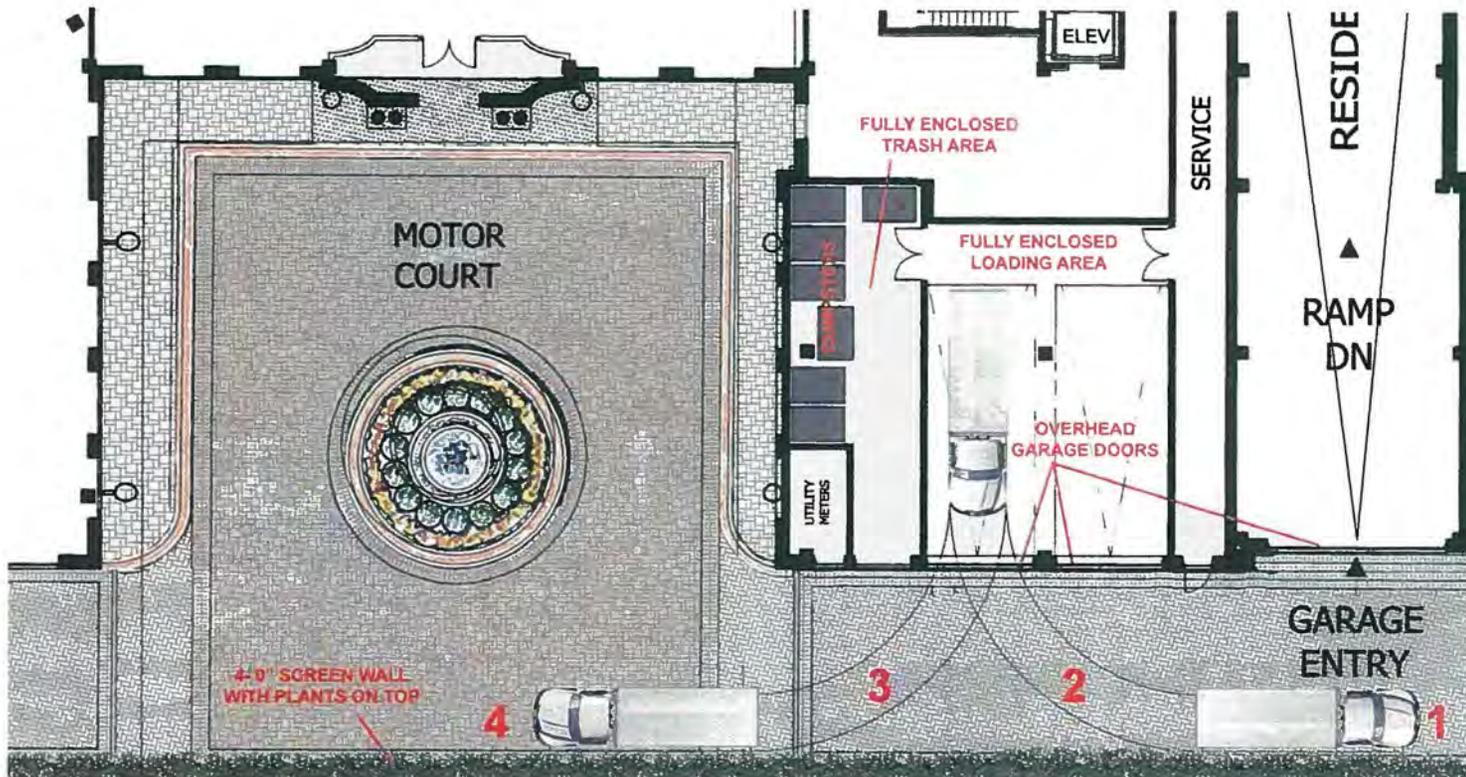
- 1: TRUCK ARRIVES FROM LINCOLN AVENUE
- 2: WORKERS REMOVE DUMPSTER(S), EMPTIES INTO TRUCK AND RETURNS DUMPSTER(S)
- 3: TRUCK REVERSES INTO MOTOR COURT
- 4: TRUCK EXITS ONTO LINCOLN AVENUE

NOTES:

-TRASH & LOADING AREA FULLY CLIMATE CONTROLLED & VENTILATED

-ALL DUMPSTERS 4'-0" x 6'-0" x 4'-0" (3 YARD) MINIMUM

-V.O.W. GARBAGE TRUCK:
 FREIGHTLINER M2 106MD
 TURNING RADIUS: 36'-2"
 LENGTH: 33'-4"
 WIDTH (MAX): 9'-2"



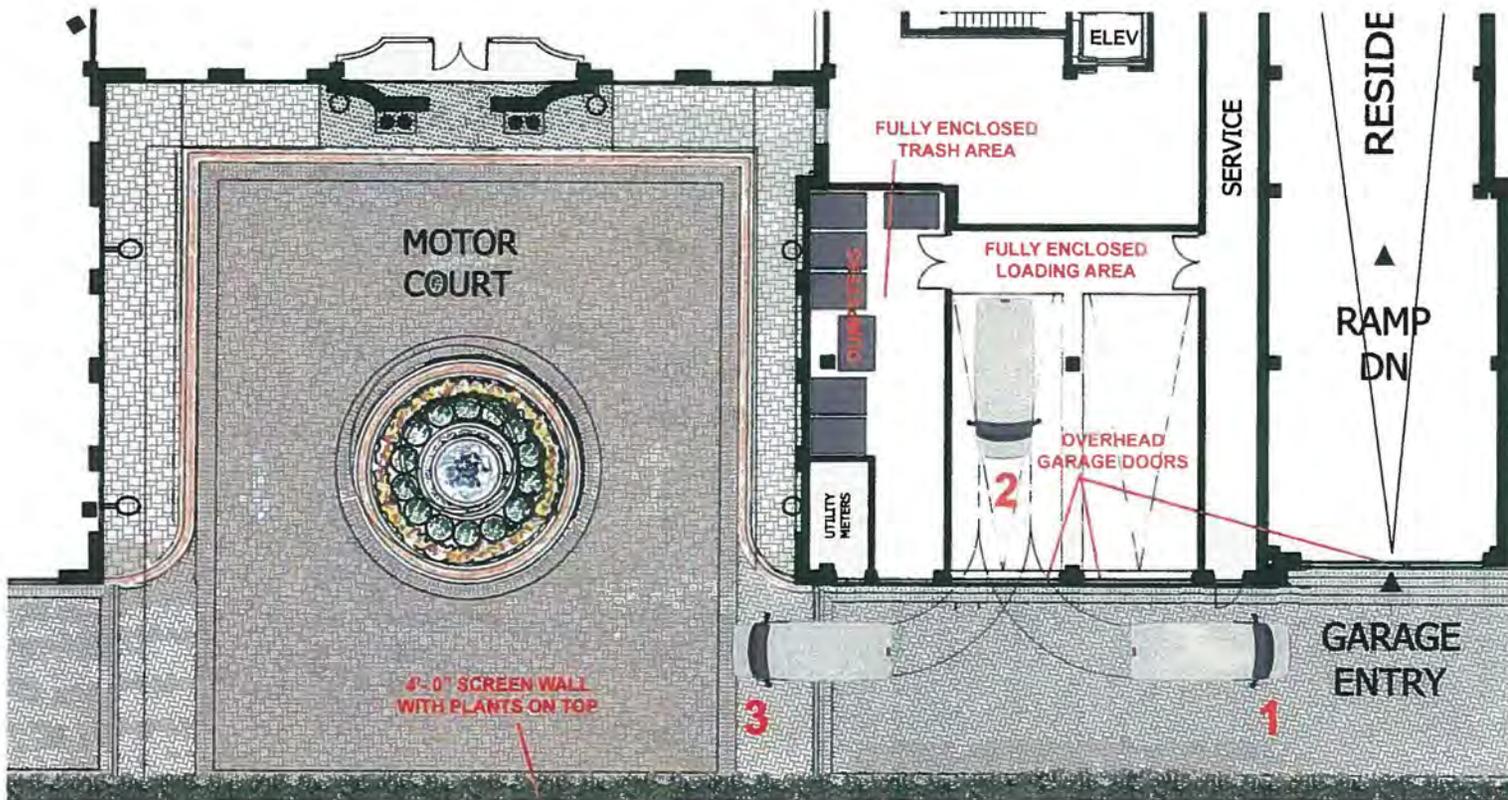
TRUCK LOADING

- 1: TRUCK ARRIVES FROM LINCOLN AVENUE, OVERHEAD DOOR OPENS
- 2: TRUCK REVERSES INTO LOADING DOCK, WORKERS UNLOAD CARGO
- 3: TRUCK EXITS LOADING DOCK, OVERHEAD DOOR CLOSES, TRUCK EXITS ONTO LINCOLN AVENUE

NOTES:

- TRASH & LOADING AREA FULLY CLIMATE CONTROLLED & VENTILATED

- TYPICAL BOX TRUCK:
 FORD F6500
 TURNING RADIUS: 30'-4"
 LENGTH: 25'-4"
 WIDTH: 7'-0"



VAN LOADING

- 1: VAN ARRIVES FROM LINCOLN AVENUE, OVERHEAD DOOR OPENS
- 2: VAN REVERSES INTO LOADING DOCK, WORKERS UNLOAD CARGO
- 3: VAN EXITS LOADING DOCK, OVERHEAD DOOR CLOSES, VAN EXITS ONTO LINCOLN AVENUE

NOTES:

- TRASH & LOADING AREA FULLY CLIMATE CONTROLLED & VENTILATED

- TYPICAL VAN:
 FORD E350
 TURNING RADIUS: 21'-8"
 LENGTH: 18'-0"
 WIDTH: 7'-0"

EXHIBIT I

RENDERINGS AND AERIAL VIEWS PLAN



AERIAL VIEW - LOOKING SOUTH

ONE
WINNETKA

LUCIEN LAGRANGE STUDIO
10/10/2016
RENDERINGS













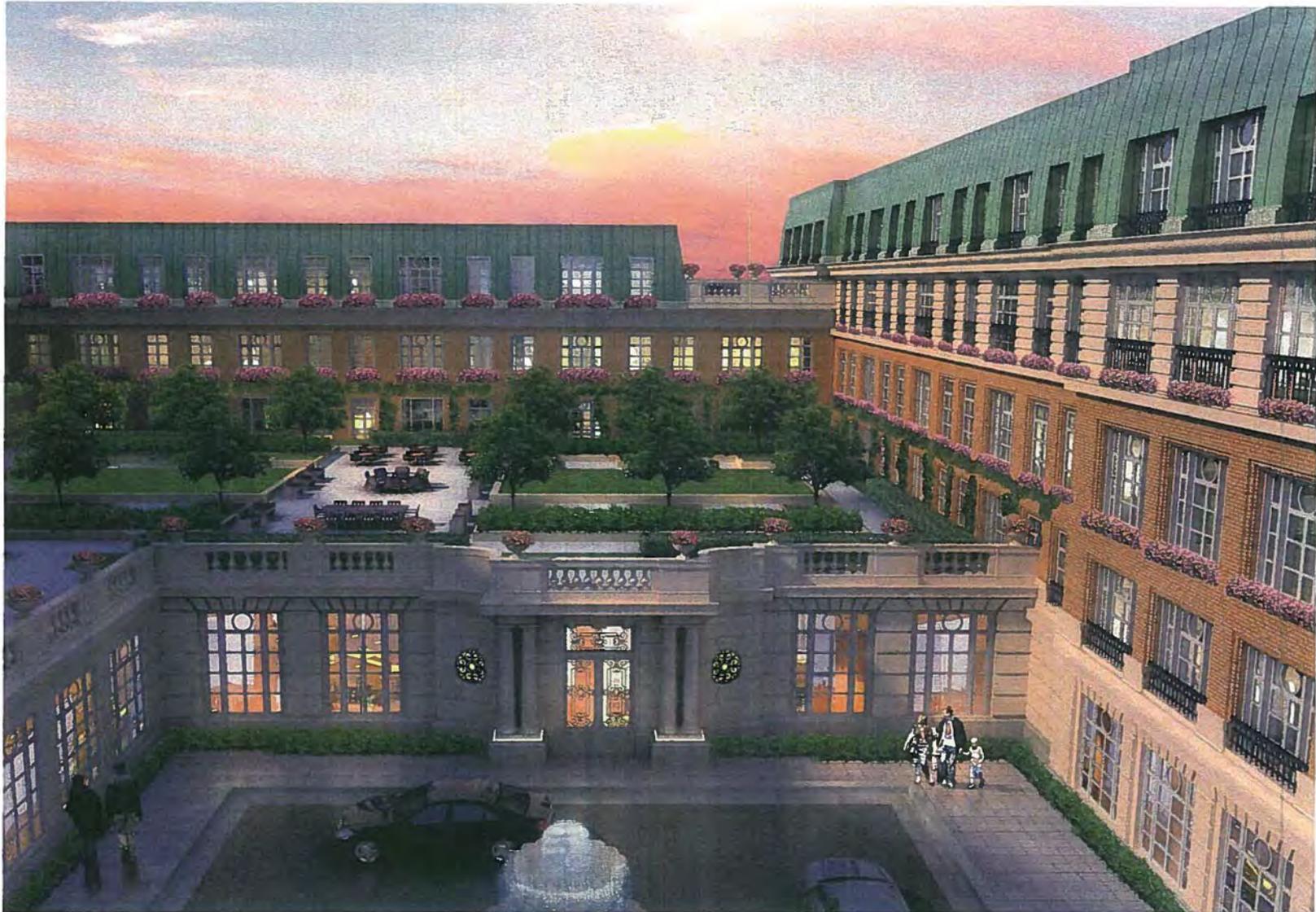




ONE
WINNETKA

MOTORCOURT - LOOKING NORTH

LUCIEN LAGRANGE STUDIO
10/10/2016
RENDERINGS





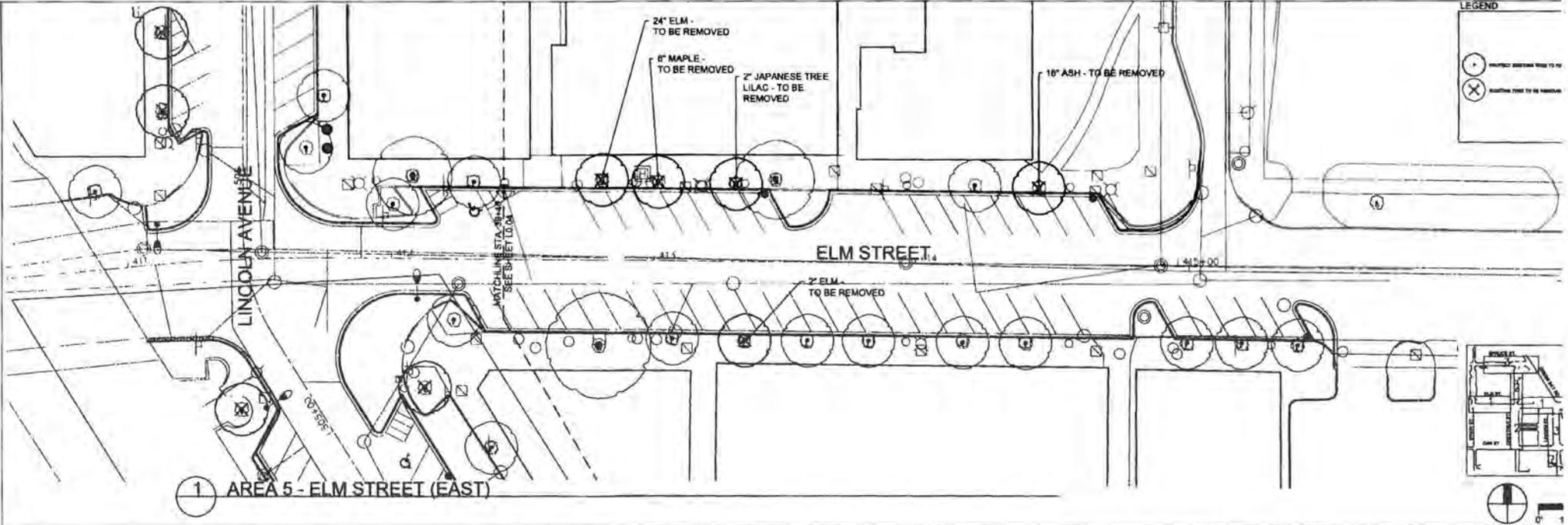
ONE
WINNETKA

ELM STREET – LOOKING SOUTH WEST

LUCIEN LAGRANGE STUDIO

10/10/2016
RENDERINGS

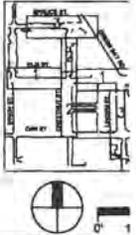
EXHIBIT J
VILLAGE STREETScape PLAN



LEGEND

- UNROOTED TREES TO BE REMOVED
- ⊗ ROOTED TREES TO BE REMOVED

1 AREA 5 - ELM STREET (EAST)



- TREE PROTECTION AND PREPARATION**
1. All trees to be removed shall be marked with a red 'X' in the center of the crown and a red circle around the trunk. The diameter of the circle shall be equal to the diameter of the trunk at 4.5 feet above the ground.
 2. All trees to be protected shall be marked with a red 'P' in the center of the crown and a red circle around the trunk. The diameter of the circle shall be equal to the diameter of the trunk at 4.5 feet above the ground.
 3. All trees to be protected shall be marked with a red 'P' in the center of the crown and a red circle around the trunk. The diameter of the circle shall be equal to the diameter of the trunk at 4.5 feet above the ground.
 4. All trees to be protected shall be marked with a red 'P' in the center of the crown and a red circle around the trunk. The diameter of the circle shall be equal to the diameter of the trunk at 4.5 feet above the ground.
 5. All trees to be protected shall be marked with a red 'P' in the center of the crown and a red circle around the trunk. The diameter of the circle shall be equal to the diameter of the trunk at 4.5 feet above the ground.

Chicago, Illinois 60606
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DESIGNED	— JB, MJ, JS, PH	REVISED	—
DRAWN	— MJ, JE, PH	REVISED	—
CHECKED	— JB, PH	REVISED	—
DATE	— 01.08.2010	REVISED	—

VILLAGE OF WINNETKA STREETScape

SCALE: 1" = 20'-0"		SHEET NO. 5 OF 24 SHEETS	STA.	TO STA.
F.A.U. RTE.		SECTION		COURT
CONF		CONF		CONF

F.A.U. RTE.	SECTION	COURT
CONF	CONF	CONF

SUMMARY OF QUANTITIES			
CODE NO.	DESCRIPTION	UNIT	TOTAL
1	TREE REMOVAL 16 TO 15 UNITS DIAMETER	UNIT	526
2	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	104
3	TEMPORARY FENCE	FOOT	370
4	TREE TRUNK PROTECTION	EACH	44
5	TREE ROOT PRUNING	EACH	50
6	TREE PRUNING 11 TO 10 INCH DIAMETER	EACH	5
7	TREE PRUNING (OVER 10 INCH DIAMETER)	EACH	20
8	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	1100
9	POROUS DRAIN/AN EMBANKMENT, SUBGRADE	CU YD	150
10	TRENCH BACKFILL	CU YD	23
11	GEOTECHNICAL FABRIC	50 YD	4300
12	SUB-BASE GRANULAR MATERIAL, TYPE B 4"	50 YD	10700
13	PORTLAND CEMENT CONCRETE BASE COURSE 8"	50 YD	1950
14	PORTLAND CEMENT CONCRETE BASE COURSE 9"	50 YD	850
15	BITUMINOUS MATERIALS (PRIME COAT)	GAL	195
16	AGGREGATE (PRIME COAT)	TON	7800
17	HOT-MIX ASPHALT SURFACE COURSE, WITH "D", MSO	TON	270
18	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	50 FT	39000
19	DETECTABLE WARNINGS	50 FT	900
20	PAVEMENT REMOVAL	50 YD	4300
21	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	50 YD	200
22	DRIVEWAY PAVEMENT REMOVAL	50 YD	280
23	CURB REMOVAL	FOOT	5730
24	COMBINATION CURB AND GUTTER REMOVAL	FOOT	1910
25	SIDEWALK REMOVAL	50 FT	61050
26	STORM SEWER REMOVAL 8"	FOOT	164
27	STORM SEWER REMOVAL 10"	FOOT	58
28	STORM SEWER REMOVAL 12"	FOOT	43
29	WATER SERVICE LINE 2 1/2"	FOOT	5150
30	CATCH BASIN, TYPE A, 4'-DIAMETER, TYPE I FRAME, CLOSED LID	EACH	2
31	CATCH BASIN, TYPE C, TYPE I FRAME, OPEN LID	EACH	33
32	MANHOLES, TYPE A, 4'-DIAMETER, TYPE I FRAME, CLOSED LID	EACH	8
33	INLETS, TYPE A, TYPE I FRAME, OPEN LID	EACH	2
34	CATCH BASINS TO BE ADJUSTED	EACH	17
35	CATCH BASIN TO BE RECONSTRUCTED	EACH	5
36	MANHOLES TO BE ADJUSTED	EACH	9
37	MANHOLES TO BE RECONSTRUCTED	EACH	1
38	INLETS TO BE ADJUSTED	EACH	2
39	INLETS TO BE RECONSTRUCTED	EACH	4
40	REMOVING CATCH BASINS	EACH	7
41	REMOVING INLETS	EACH	8
42	REMOVING CATCH BASINS TO MAINTAIN FLOW	EACH	2
43	REMOVING INLETS TO MAINTAIN FLOW	EACH	1
44	CONCRETE CURB, TYPE B	FOOT	1900
45	ENGINEER'S FIELD OFFICE, TYPE A	CAL NO	12
46	TRAFFIC CONTROL AND PROTECTION	L SUM	1

SUMMARY OF QUANTITIES			
CODE NO.	DESCRIPTION	UNIT	TOTAL
47	PAVEMENT MARKING TAPE, TYPE (I)	FOOT	19885
48	WORK ZONE PAVEMENT MARKING REMOVAL	50 FT	5328
49	THERMOPLASTIC PAVEMENT MARKING- LETTERS AND SYMBOLS	50 FT	23
50	THERMOPLASTIC PAVEMENT MARKING- LINE 4"	FOOT	5850
51	THERMOPLASTIC PAVEMENT MARKING- LINE 6"	FOOT	420
52	THERMOPLASTIC PAVEMENT MARKING- LINE 24"	FOOT	395
53	PAVEMENT MARKING REMOVAL	50 FT	4000
54	CONDUIT IN TRENCH 4" DIA., GALVANIZED STEEL	FOOT	4000
55	HANDHOLE	EACH	12
56	HEAVY-DUTY HANDHOLE	EACH	9
57	ELECTRIC CABLE IN CONDUIT, 600V 18L-2-TYPE USE1 1/C NO. 2	FOOT	350
58	TRENCH AND BACKFILL FOR ELECTRICAL WORK	FOOT	11400
59	LIGHTING CONTROLLER SPECIAL	EACH	7
60	LIGHT POLE FOUNDATION, 24" DIAMETER	FOOT	40
61	LIGHT POLE FOUNDATION, 24" DIAMETER, OFFSET	FOOT	30
62	REMOVAL OF EXISTING LIGHTING UNIT, SALVAGE	EACH	24
63	DETECTOR LOOP REPLACEMENT	FOOT	220
64	REMOVE EXISTING HANDHOLE	EACH	22
65	TEST/TON RECEPTACLE, GROUND MOUNTED	EACH	6
66	POWER CORD CONTAINER WITH CAP	EACH	150
67	POWER CORD, 15 FOOT, WITH WATER/TIGHT CONNECTOR	EACH	150
68	POWER CORD WITH CONNECTOR	EACH	150
69	ELECTRIC SERVICE CONNECTION	EACH	7
70	CONDUIT IN TRENCH 2" DIA., GALVANIZED STEEL, PVC COATED	FOOT	180
71	UNIT DUCT, 600V, 5-1C NO. 6, 1/2" NO. 8 GROUND, REPR-TYPE RHW, 1 1/2" DIA., POLYETHYLENE	FOOT	7250
72	UNIT DUCT, 600V, 4-1C NO. 6, 2-1C NO. 8, 1/2" NO. 8 GROUND, REPR-TYPE RHW, 1 1/2" DIA., POLYETHYLENE	FOOT	9500
73	UNIT DUCT, 600V, 6-1C NO. 2, 1/2" NO. 4 GROUND, REPR-TYPE RHW, 2" DIA., POLYETHYLENE	FOOT	750
74	LIGHT POLE FOUNDATION, 18" DIAMETER, OFFSET	FOOT	260
75	REMOVE EXISTING TEST/TON RECEPTACLE	EACH	5
76	REMOVE EXISTING POWER CORD	EACH	85
77	STORM SEWER 12", TYPE I, CLASS IV, RCP - 90% QUALITY	FOOT	84
78	STORM SEWER 12", TYPE II, CLASS III, RCP - 90% QUALITY	FOOT	248
79	STORM SEWER 12", TYPE I, CLASS IV, RCP	FOOT	54
80	STORM SEWER 12", TYPE II, CLASS III, RCP	FOOT	359
81	STORM SEWER 15", TYPE II, CLASS III, RCP	FOOT	12
82	STORM SEWER 10", PVC	FOOT	4
83	WATER TAP, 2-INCH	EACH	5
84	WATER VALVE ASSEMBLY, 2-INCH	EACH	5
85	WATER METER IN VALVE, 2-INCH	EACH	5
86	BACKFLOW PREVENTER (BFP)	EACH	5
87	IRRIGATION SYSTEMS FAIL SHUT-DOWN	L SUM	2
88	IRRIGATION SYSTEMS SPRING STARTUP	L SUM	2
89	IRRIGATION SYSTEMS INSPECTION	L SUM	2

SUMMARY OF QUANTITIES			
CODE NO.	DESCRIPTION	UNIT	TOTAL
90	PVC CONDUIT IN TRENCH 2-INCH (SCHEDULE 80)	FOOT	4000
91	TRENCH AND BACKFILL WITH SCREENINGS AND/OR SAND	FOOT	4000
92	MAINTENANCE OF LIGHTING SYSTEM	CAL MO	12
93	IRRIGATION SYSTEM	50 YD	920
94	PLANTER CURB REMOVAL	FOOT	630
95	PERFORATE EXISTING PAVEMENT	50 YD	400
96	PORTLAND CEMENT CONCRETE BASE COURSE 4"	50 YD	3050
97	MAINTENANCE OF ACCESS TO ADJUTING PROPERTY	L SUM	1
98	REMOVE EXISTING TREE GRATES	EACH	108
99	LIGHTING UNIT COMPLETE, SPECIAL	EACH	7
100	REMOVE LIGHT POLE FOUNDATION, PARTIAL	EACH	24
101	TEST HOLE	EACH	10
102	BRICK PAVEMENT SIDEWALK	50 FT	27100
103	ORNAMENTAL LIGHTING UNIT, COMPLETE	EACH	104
104	BRICK PAVEMENT SIDEWALK	50 FT	7450
105	LIGHT POLE FOUNDATION, 18" DIAMETER	FOOT	470
106	GROUND ROD, 5/8" DIA. X 10 FT.	EACH	132
107	PAINT EXISTING LIGHTING UNIT	EACH	5
108	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-V.12	FOOT	3900
109	STRUCTURAL SOIL	CU YD	900
110	CONSTRUCTION LAYOUT	L SUM	1
111	GRILL AND GROUT DOWN BARS	EACH	4000
112	1/2" PLANTER CURBS AND DECORATIVE RAILINGS	EACH	1160
113	1/2" PLANTER CURBS W/GRILL RAILING	FOOT	34
114	BASE RACES	FOOT	13
115	BENCHES	EACH	58
116	TRASH RECEPTACLES	EACH	54
117	TREE GRATES	EACH	88
118	PLANTERS (FREE STANDING)	EACH	64
119	PLANTING SOIL IN TREE PLTS 150" DEPTH	CU YD	135
120	PLANTING SOIL IN PLANTERS 124" DEPTH	CU YD	812
121	HARDWOOD MULCH	CU YD	109
122	STREET TREES	L SUM	1
123	SEEDLINGS	L SUM	1
124	GROUNDCOVER, GRASSES, PERENNIALS	L SUM	1
125	LAWN	50 FT	3450
126	PLANTS FOR FREE-STANDING PLANTERS	EACH	88
127	GATEWAY SIGNS (MADRID)	EACH	2
128	SAFETY SIGNS (MADRID)	EACH	6
129	COMMUNITY EVENTS KIOSK	EACH	1
130	DISTRICT IDENTITY	EACH	12
131	DISTRICT DIRECTIONAL	EACH	19
132	PAVING DIRECTIONAL	EACH	18
133	REGULATORY SIGNS ON DECORATIVE POLES	EACH	88
134	STREET SIGNS ON DECORATIVE POLES	EACH	20

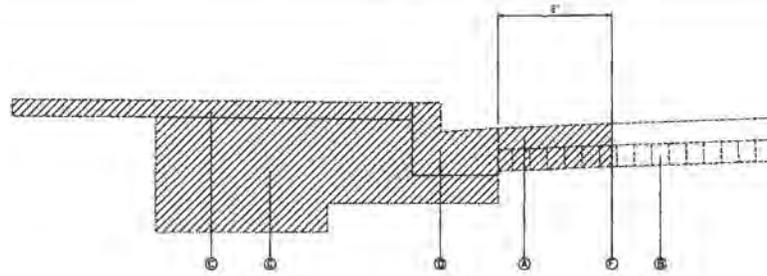
CG Ciorba Group, Inc.
 CONSULTING ENGINEERS
 8400 N. 15th Avenue, Suite 400
 Denver, Colorado 80242
 Tel: 773.778.4000 Fax: 773.778.4014

DESIGNED	REVISION
DRAWN	REVISION
CHECKED	REVISION
DATE	01-12-2010

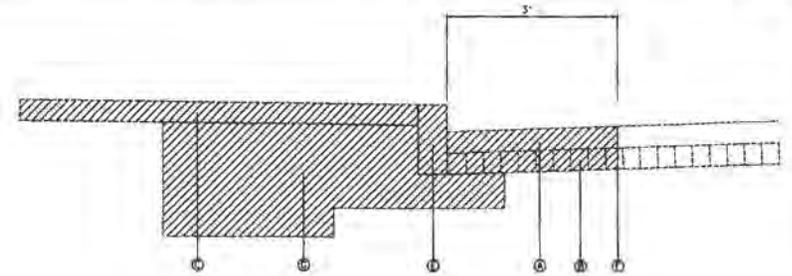
VILLAGE OF WINNETKA
 COMMERCIAL DISTRICT STREETScape

SUMMARY OF QUANTITIES

TOTAL SHEETS	NO.
SCALE:	28 3



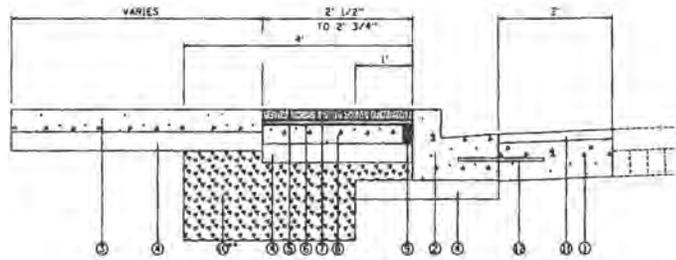
LOCATIONS WITH CURB AND GUTTER



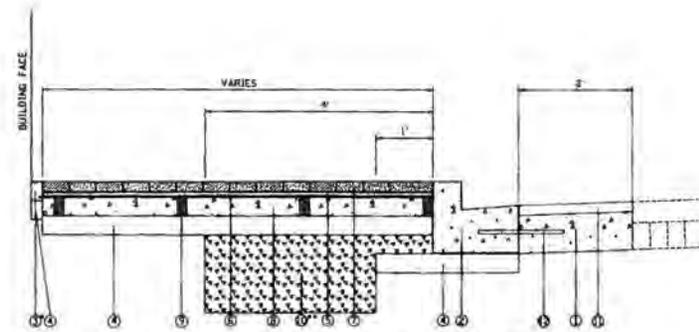
LOCATIONS WITH BARRIER CURB

EXISTING CONDITIONS:

- 1 HOT-MIX ASPHALT SURFACE AND BINDER COURSE
- 2 BRICK PAVEMENT
- 3 PORTLAND CEMENT CONCRETE SIDEWALK
- 4 COMBINATION CONCRETE CURB AND GUTTER
- 5 CONCRETE CURB
- 6 SAWCUT (INCIDENTAL TO PAVEMENT REMOVAL)
- 7 REMOVAL AND DISPOSAL OF UNSUITABLE MATERIALS



CONCRETE SIDEWALK WITH BRICK BANDING BORDER



FULL WIDTH BRICK SIDEWALK

PROPOSED IMPROVEMENT:

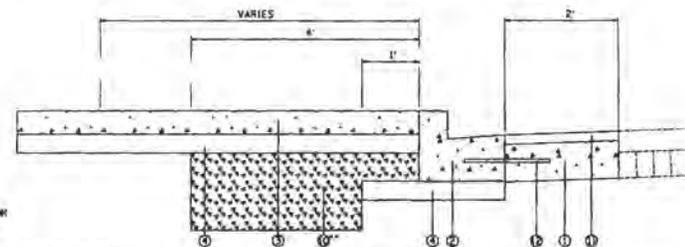
- 1 PCC BASE COURSE, 8"
- 2 COMBINATION CONCRETE CURB AND GUTTER, TYPE B-V.I.F
- 3 PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH
- 4 SUB-BASE GRANULAR MATERIAL, TYPE B, 4"
- 5 SAND CUSHION, 1"
- 6 GEOTECHNICAL FABRIC (FOLD UP AT EDGES)
- 7 BRICK PAVEMENT (SEE LANDSCAPING DRAWINGS FOR BRICK LAYOUT PATTERNS)
- 8 CONCRETE BASE, 4"
- 9 2" DRAIN HOLES @ 2' SPACING AND AT LOW POINTS AND BACK OF CURB (FILL WITH PEA GRAVEL)
- 10 24" STRUCTURAL SOIL
- 11 HOT-MIX ASPHALT SURFACE COURSE, MIX "D", NSO, 2"
- 12 DRILL AND GROUT TIE BARS (16 @ 24" C-C)

HOT-MIX ASPHALT MIXTURE REQUIREMENTS CHART

MIXTURE TYPE	AC TYPE	PERCENT AIR Voids
HOT-MIX ASPHALT SURFACE COURSE, MIX "D", NSO (IL-9.5 MM)	PG 64 -22	4% @ 50 C/YR

* CONCRETE SIDEWALK PLACED ALONG BUILDING FACE TO PROVIDE A STRAIGHT EDGE BORDER FOR THE BRICK SIDEWALK

** STRUCTURAL SOIL WILL NOT BE USED WITHIN 10' OF EXISTING TREES, LINCOLN AVENUE SOUTH OF ELM STREET, NORTH SIDE OF SPRUCE STREET, AND TOWER ROAD



FULL WIDTH CONCRETE SIDEWALK

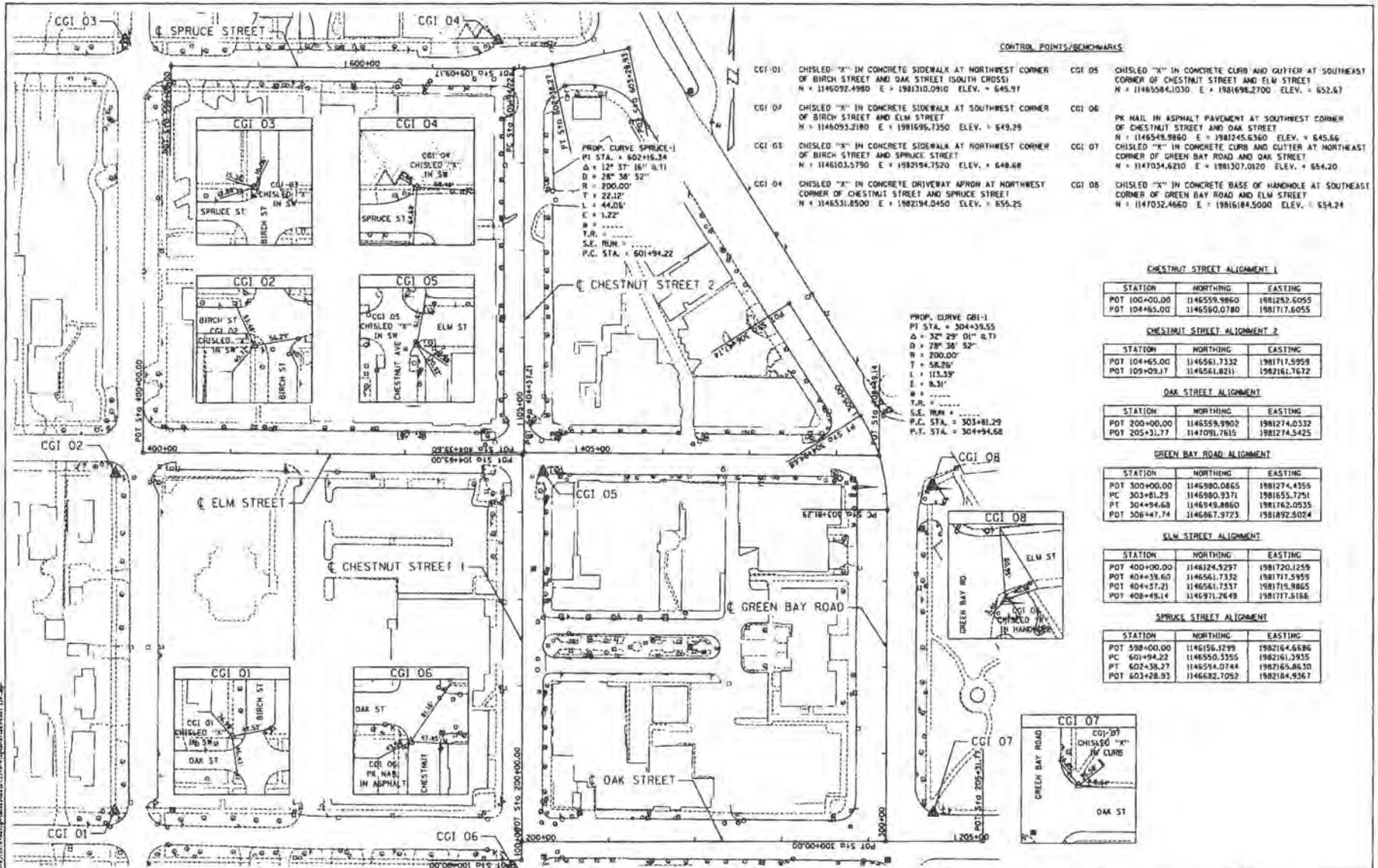
CG Ciorba Group, Inc.
 224001700 ENGINEERS
 6607 North Commercial Avenue, Suite 402
 Chicago, Illinois 60630
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DATE	BY	REVISION
01-12-2010		DESIGNED
		REVISOR
		DRAWN
		REVISOR
		CHECKED
		REVISOR
		DATE
		REVISOR

**VILLAGE OF WINNETKA
 COMMERCIAL DISTRICT STREETScape**

TYPICAL SECTIONS

SCALE:	TOTAL SHEET NO.:
	88 4



- CONTROL POINTS/BENCHMARKS**
- CGI 01 CHISLED "X" IN CONCRETE SIDEWALK AT NORTHWEST CORNER OF BIRCH STREET AND OAK STREET (SOUTH CROSS)
N = 1146092.4980 E = 1981310.0910 ELEV. = 645.97
 - CGI 02 CHISLED "X" IN CONCRETE SIDEWALK AT SOUTHWEST CORNER OF BIRCH STREET AND OAK STREET
N = 1146093.2180 E = 1981695.7350 ELEV. = 649.29
 - CGI 03 CHISLED "X" IN CONCRETE SIDEWALK AT NORTHWEST CORNER OF BIRCH STREET AND SPRUCE STREET
N = 1146103.5750 E = 1982194.7520 ELEV. = 648.88
 - CGI 04 CHISLED "X" IN CONCRETE DRIVEWAY APRON AT NORTHWEST CORNER OF CHESTNUT STREET AND SPRUCE STREET
N = 1146531.8500 E = 1982194.0450 ELEV. = 655.25
 - CGI 05 CHISLED "X" IN CONCRETE CURB AND GUTTER AT SOUTHEAST CORNER OF CHESTNUT STREET AND ELM STREET
N = 1146598.1030 E = 1981698.2700 ELEV. = 652.67
 - CGI 06 PK NAIL IN ASPHALT PAVEMENT AT SOUTHWEST CORNER OF CHESTNUT STREET AND OAK STREET
N = 1146548.9860 E = 1981245.6360 ELEV. = 645.66
 - CGI 07 CHISLED "X" IN CONCRETE CURB AND GUTTER AT NORTHEAST CORNER OF GREEN BAY ROAD AND OAK STREET
N = 1147034.4210 E = 1981307.0120 ELEV. = 654.20
 - CGI 08 CHISLED "X" IN CONCRETE BASE OF HANDHOLE AT SOUTHEAST CORNER OF GREEN BAY ROAD AND ELM STREET
N = 1147032.4660 E = 1981684.5000 ELEV. = 654.24

PROP. CURVE SPRUCE-1
 P.I. STA. = 602+16.34
 $\Delta = 12^\circ 37' 16''$ (0.71)
 $D = 28^\circ 30' 52''$
 $R = 200.00'$
 $T = 22.12'$
 $L = 44.05'$
 $E = 1.22'$
 $M = \dots$
 $T.R. = \dots$
 S.E. RUN =
 P.C. STA. = 601+94.22

PROP. CURVE OBI-1
 P.I. STA. = 304+35.55
 $\Delta = 32^\circ 29' 01''$ (0.71)
 $D = 28^\circ 30' 52''$
 $R = 200.00'$
 $T = 58.26'$
 $L = 113.33'$
 $E = 0.31'$
 $M = \dots$
 $T.R. = \dots$
 S.E. RUN =
 P.C. STA. = 303+81.29
 P.T. STA. = 304+94.68

CHESTNUT STREET ALIGNMENT 1

STATION	NORTHING	EASTING
POT 100+00.00	1146558.9860	1981252.6055
POT 104+65.00	1146560.0780	1981717.6055

CHESTNUT STREET ALIGNMENT 2

STATION	NORTHING	EASTING
POT 104+65.00	1146561.7332	1981715.5959
POT 109+09.17	1146561.8211	1982161.7672

OAK STREET ALIGNMENT

STATION	NORTHING	EASTING
POT 200+00.00	1146558.9902	1981274.0332
POT 205+31.77	1147091.7615	1981274.5425

GREEN BAY ROAD ALIGNMENT

STATION	NORTHING	EASTING
POT 300+00.00	1146980.0465	1981274.4355
PC 303+81.29	1146980.9371	1981655.7251
PT 304+94.68	1146949.8860	1981762.0535
POT 306+47.74	1146867.9723	1981892.5024

ELM STREET ALIGNMENT

STATION	NORTHING	EASTING
POT 400+00.00	1148124.5297	1981720.1259
POT 404+38.60	1146561.7332	1981717.5959
POT 404+37.21	1146561.7337	1981715.9865
POT 408+49.14	1146971.2649	1981717.6166

SPRUCE STREET ALIGNMENT

STATION	NORTHING	EASTING
POT 598+00.00	1146156.1299	1982164.6686
PC 601+94.22	1146950.3355	1982161.3935
PT 602+38.27	1146514.0744	1982165.8630
POT 603+28.93	1146682.7052	1982184.8367

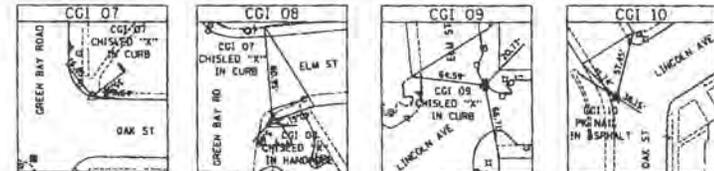
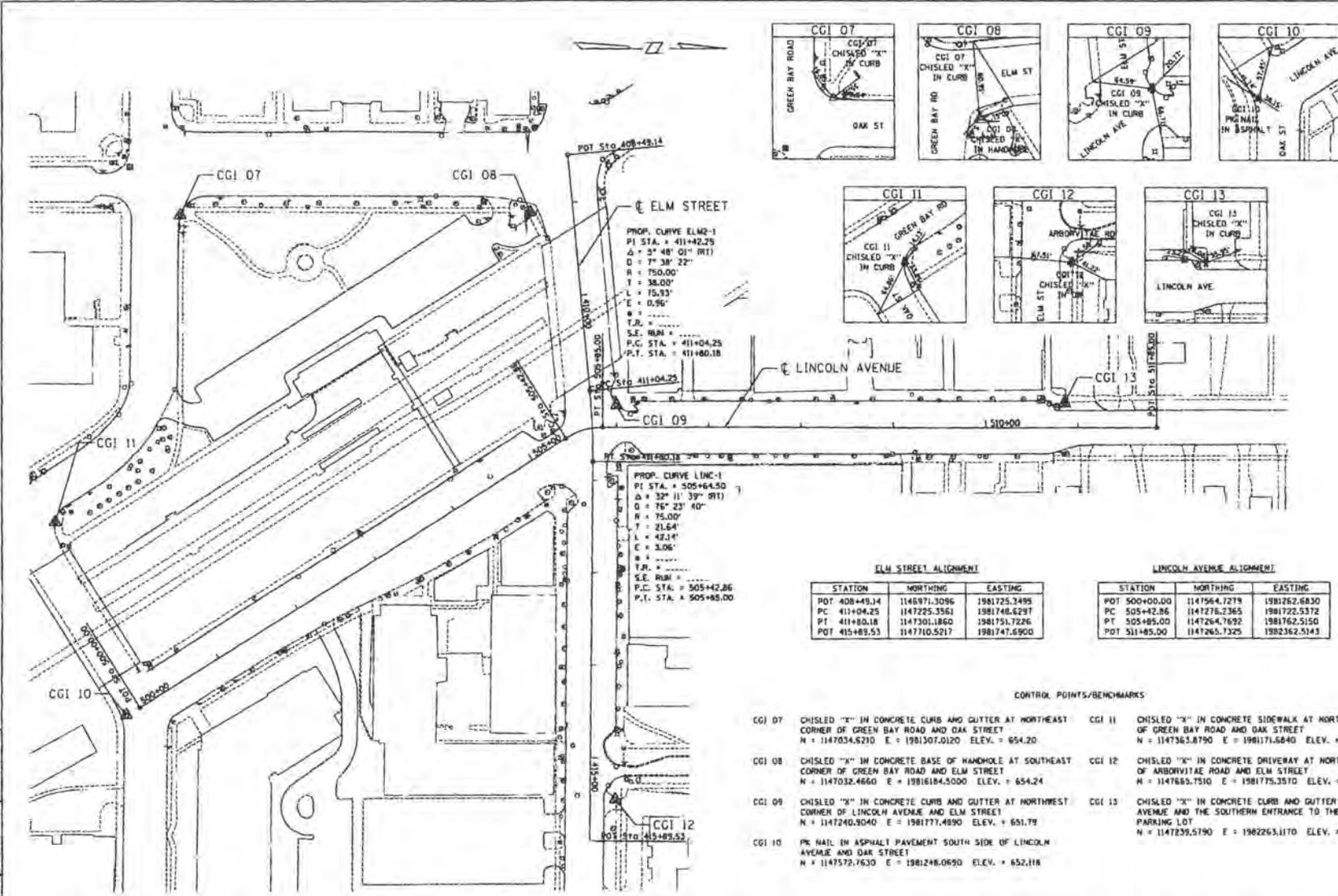
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DESIGNED	REVISION
DRAWN	REVISION
CHECKED	REVISION
DATE	01-17-2010

**VILLAGE OF WINNETKA
 COMMERCIAL DISTRICT STREETScape**

**WEST ELM
 ALIGNMENT, TIES AND BENCHMARK**

SCALE:	TOTAL SHEETS	SHEET NO.
	88	5



ELM STREET ALIGNMENT

STATION	NORTHING	EASTING
POT 408+48.14	1145971.3096	1981725.3495
PC 411+04.25	1147225.3561	1981748.6297
PT 411+80.18	1147301.1860	1981751.7226
POT 415+89.53	1147710.5217	1981747.6900

LINCOLN AVENUE ALIGNMENT

STATION	NORTHING	EASTING
POT 500+00.00	1147564.7278	1981252.6830
PC 505+42.86	1147276.2365	1981722.5372
PT 505+88.00	1147264.7692	1981762.5150
POT 511+85.00	1147265.7325	1982362.5143

- CONTROL POINTS/BENCHMARKS**
- CGI 07 CHISLED "X" IN CONCRETE CURB AND GUTTER AT NORTHEAST CORNER OF GREEN BAY ROAD AND OAK STREET
N = 1147034.6210 E = 1981307.0120 ELEV. = 654.20
 - CGI 08 CHISLED "X" IN CONCRETE BASE OF HANDHOLE AT SOUTHEAST CORNER OF GREEN BAY ROAD AND ELM STREET
N = 1147032.4660 E = 19816184.5000 ELEV. = 654.24
 - CGI 09 CHISLED "X" IN CONCRETE CURB AND GUTTER AT NORTHWEST CORNER OF LINCOLN AVENUE AND ELM STREET
N = 1147240.9040 E = 1981777.4890 ELEV. = 651.79
 - CGI 10 PK NAIL IN ASPHALT PAVEMENT SOUTH SIDE OF LINCOLN AVENUE AND DAR STREET
N = 1147572.7630 E = 1981248.0690 ELEV. = 652.118
 - CGI 11 CHISLED "X" IN CONCRETE SIDEWALK AT NORTHEAST CORNER OF GREEN BAY ROAD AND OAK STREET
N = 1147363.8790 E = 1981771.6840 ELEV. = 652.89
 - CGI 12 CHISLED "X" IN CONCRETE DRIVEWAY AT NORTHEAST CORNER OF ARBORVITAE ROAD AND ELM STREET
N = 1147665.7510 E = 1981775.3570 ELEV. = 649.08
 - CGI 13 CHISLED "X" IN CONCRETE CURB AND GUTTER AT LINCOLN AVENUE AND THE SOUTHERN ENTRANCE TO THE VILLAGE PARKING LOT
N = 1147239.5190 E = 1982263.1170 ELEV. = 655.52

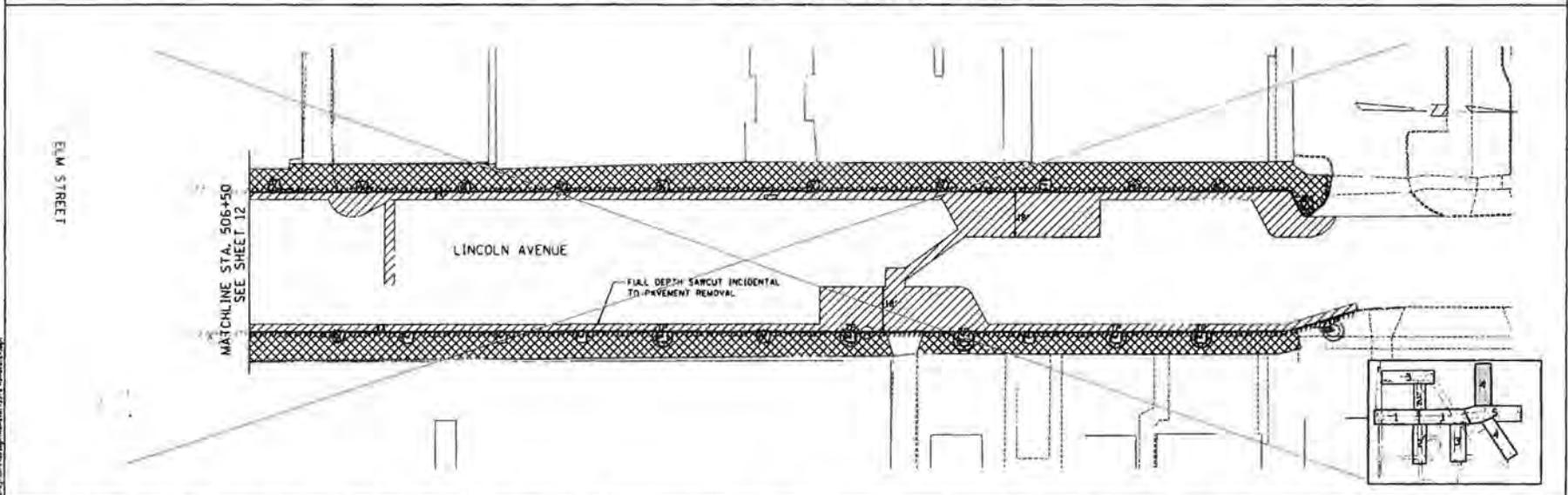
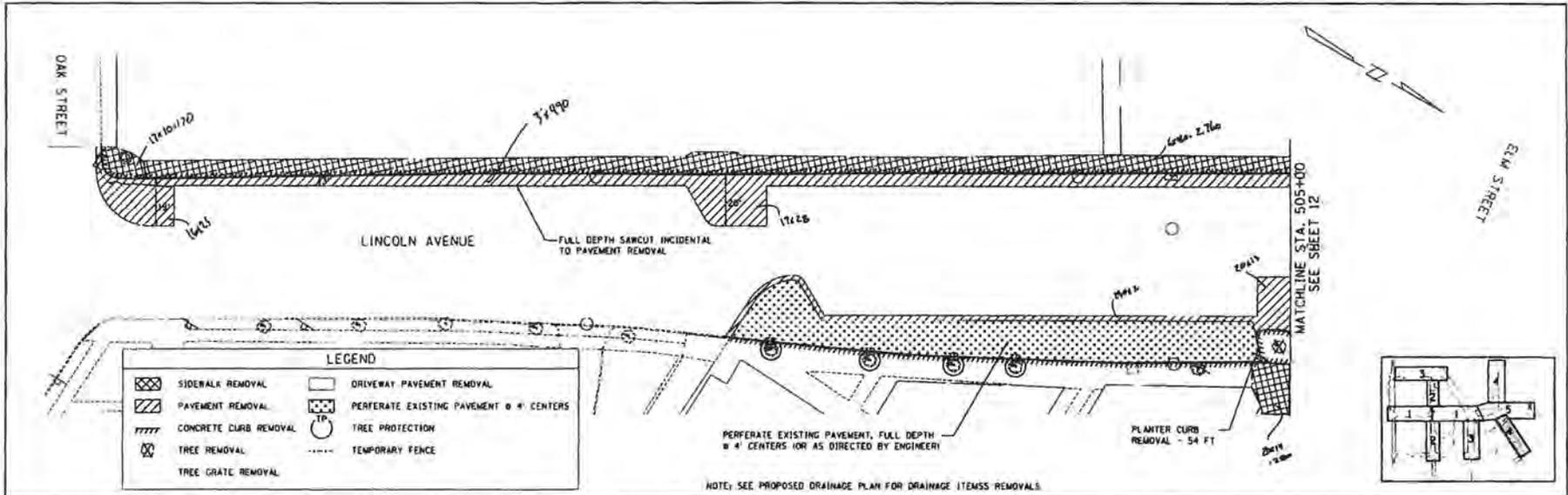
CGI Ciorba Group, Inc.
 COMMERCIAL PHOTO ENGINEERS
 2407 North Commercial Avenue Suite 400
 Chicago, Illinois 60648
 Tel. 773.773.8000 Fax 773.773.4816

USER NAME	DESIGNED	REVISOR
PROJECT	DATE	DATE
PLAT SCALE	CHECKED	REVISOR
PLAT DATE	DATE	REVISOR

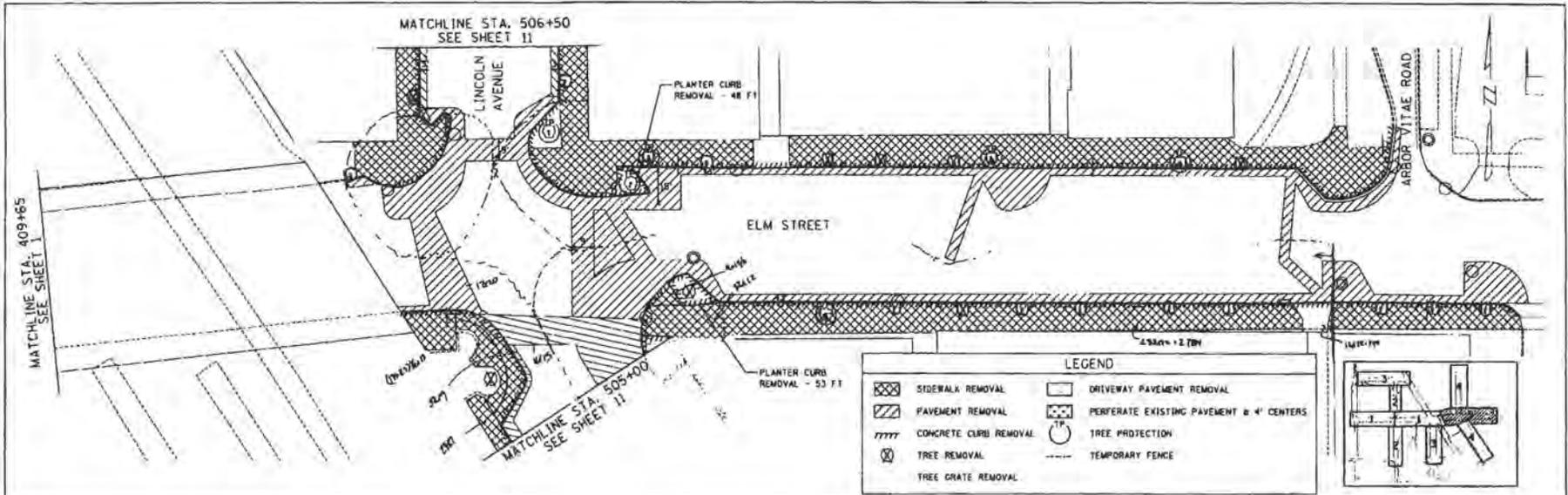
**VILLAGE OF WINNETKA
 COMMERCIAL DISTRICT STREETScape**

**EAST ELM
 ALIGNMENT, TIES AND BENCHMARK**

TOTAL SHEETS	NO.
SCALE	AS SHOWN



Ciorba Group, Inc. CIVIL ENGINEERS 1847 North Commonwealth Avenue, Suite 400 Chicago, Illinois 60614 Tel. 773.778.1000 Fax 773.778.8911	CHECKED BY: _____ DATE: 01-12-2010	DESIGNED BY: _____ DATE: _____	DRAWN BY: _____ DATE: _____	VILLAGE OF WINNETKA COMMERCIAL DISTRICT STREETScape	EAST ELM REMOVALS	SCALE: _____	TOTAL SHEETS: 11 SHEET NO.: 11	
	PROJECT NO.: 08-0000 / P. 1	CHECKED BY: _____ DATE: _____	DESIGNED BY: _____ DATE: _____					DRAWN BY: _____ DATE: _____
	PROJECT NAME: _____	CHECKED BY: _____ DATE: _____	DESIGNED BY: _____ DATE: _____					DRAWN BY: _____ DATE: _____
	PROJECT LOCATION: _____	CHECKED BY: _____ DATE: _____	DESIGNED BY: _____ DATE: _____					DRAWN BY: _____ DATE: _____



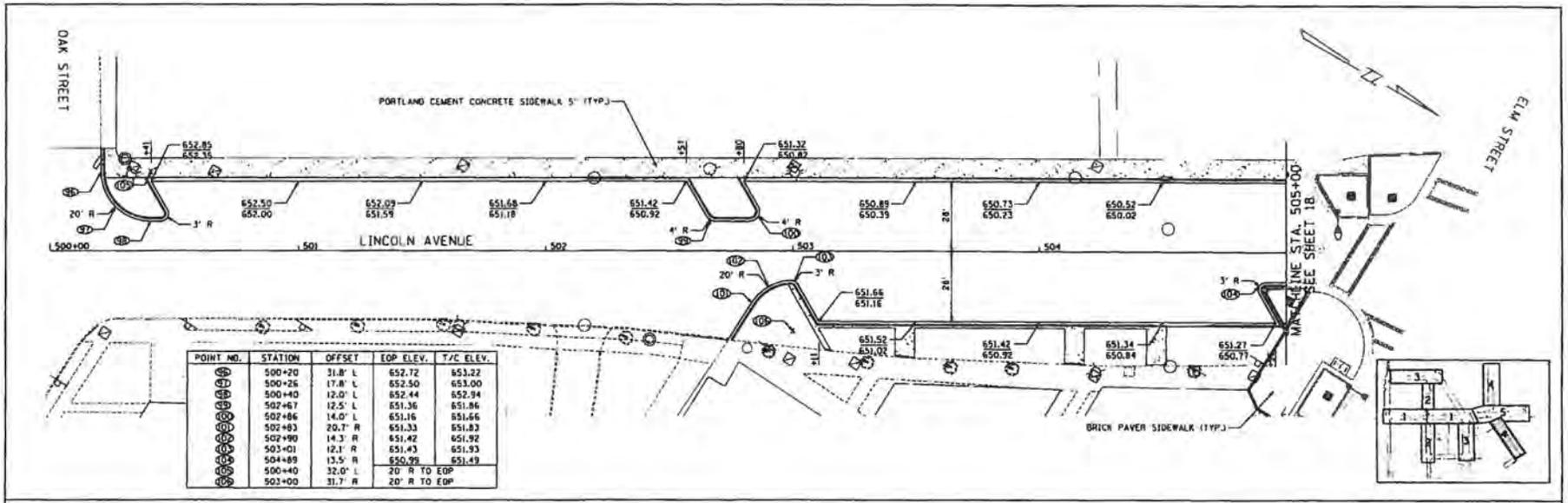
Clorba Group, Inc.
 CIVIL & LAND CONSTRUCTION
 8401 North Commercial Avenue, Suite 403
 Chicago, Illinois 60649
 Tel. 773.778.4000 Fax 773.778.4114

DESIGNED	REVISOR
DRAWN	REVISION
CHECKED	REVISION
DATE	REVISION

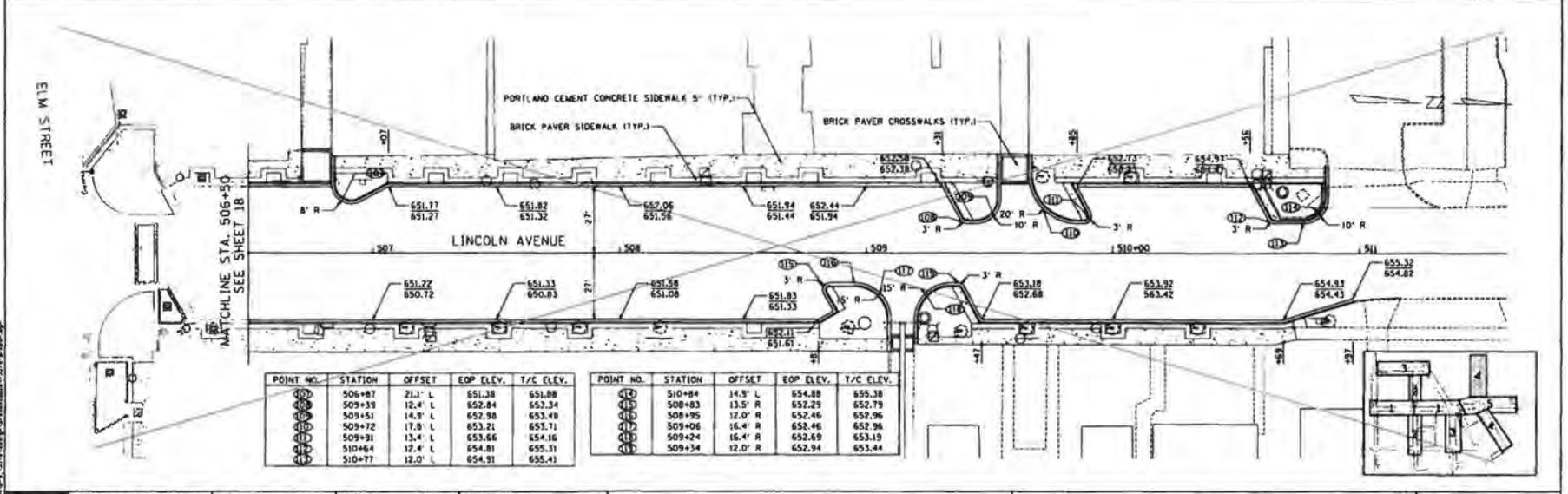
**VILLAGE OF WINNETKA
 COMMERCIAL DISTRICT STREETScape**

**EAST ELM
 REMOVALS**

TOTAL SHEET NO.	12
SHEET NO.	08



POINT NO.	STATION	OFFSET	EOP ELEV.	T/C ELEV.
500+20	31.8' L	652.72	653.22	
500+26	17.8' L	652.50	653.00	
500+40	12.0' L	652.44	652.94	
502+67	12.5' L	651.36	651.86	
502+86	14.0' L	651.16	651.66	
502+93	20.7' R	651.33	651.83	
502+90	14.3' R	651.42	651.92	
503+01	12.1' R	651.43	651.93	
504+89	13.5' R	650.99	651.49	
500+40	32.0' L	20' R TO EOP		
503+00	31.7' R	20' R TO EOP		



POINT NO.	STATION	OFFSET	EOP ELEV.	T/C ELEV.
506+87	31.1' L	651.38	651.88	
509+38	12.4' L	652.84	653.34	
509+51	14.3' L	652.98	653.48	
509+72	17.8' L	653.21	653.71	
509+91	13.4' L	653.66	654.16	
510+64	12.4' L	654.81	655.31	
510+77	12.0' L	654.91	655.41	

POINT NO.	STATION	OFFSET	EOP ELEV.	T/C ELEV.
510+84	14.3' L	654.88	655.38	
508+83	13.5' R	652.29	652.79	
508+95	12.0' R	652.46	652.96	
509+06	16.4' R	652.46	652.96	
509+24	16.4' R	652.69	653.19	
509+34	12.0' R	652.94	653.44	

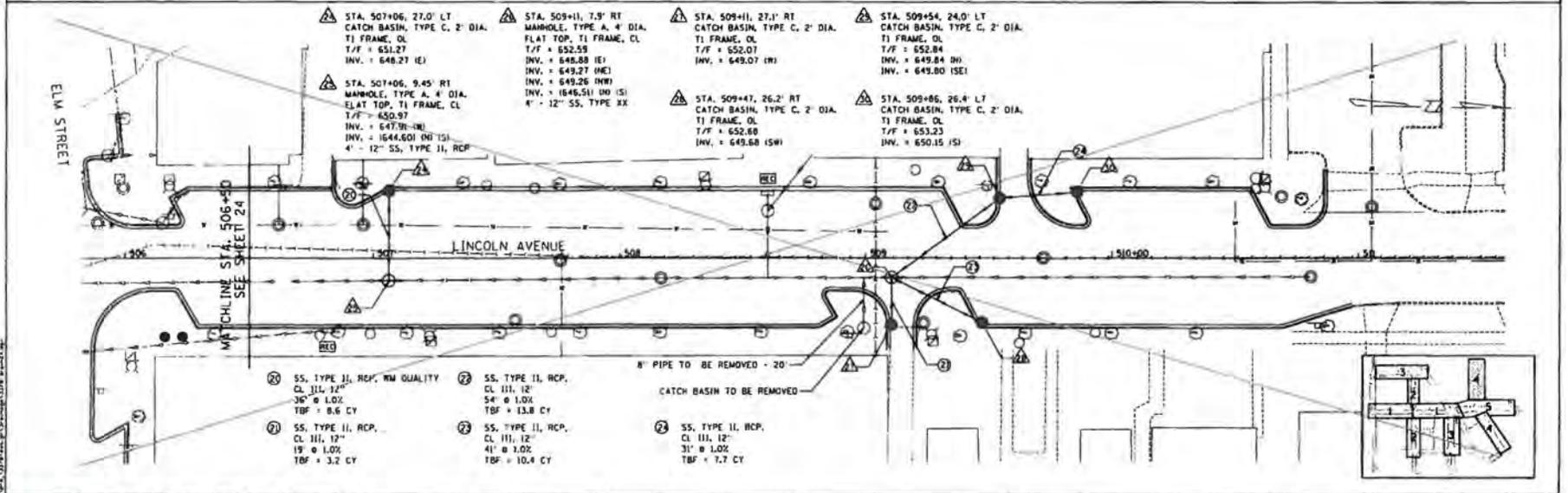
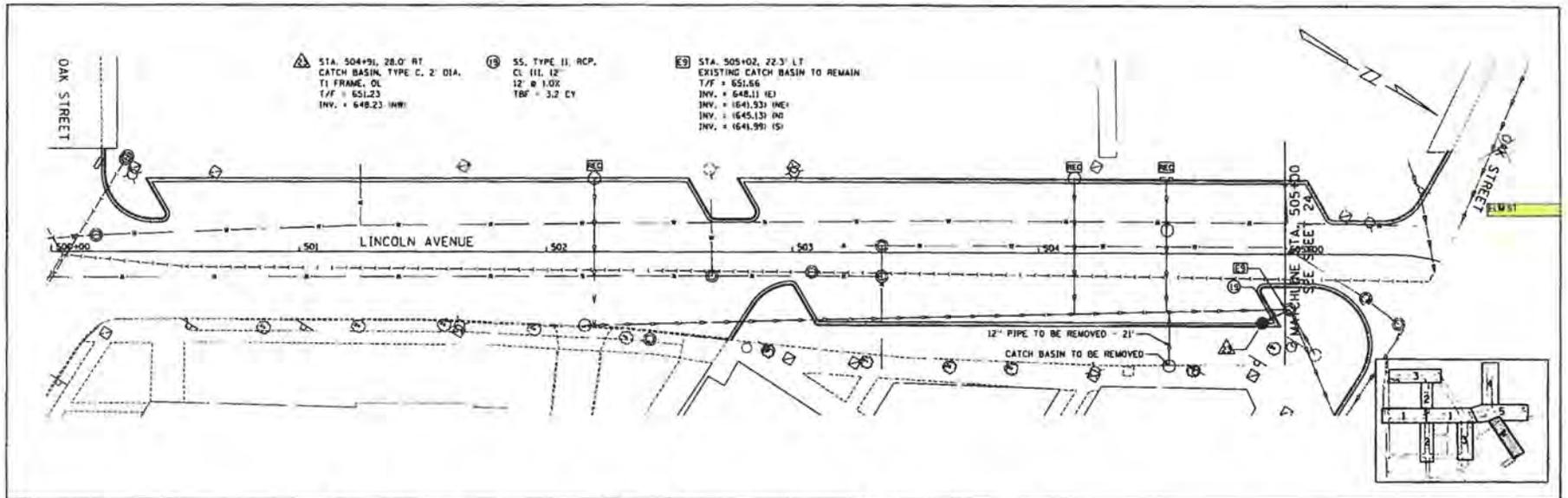
Ciorba Group, Inc.
 CONSULTING ENGINEERS
 1847 West Cumberland Avenue, Suite 402
 Chicago, Illinois 60640
 Tel: 773 276 4000 Fax: 773 276 4011

USER NAME	DESIGNED	REVISD
CONRAD		
DATE	CHECKED	REVISD
11/27/2010		

VILLAGE OF WINNETKA
 COMMERCIAL DISTRICT STREETScape

EAST ELM
 PROPOSED PLAN AND ELEVATIONS

TOTAL SHEET NO.	SHEET NO.
17	11



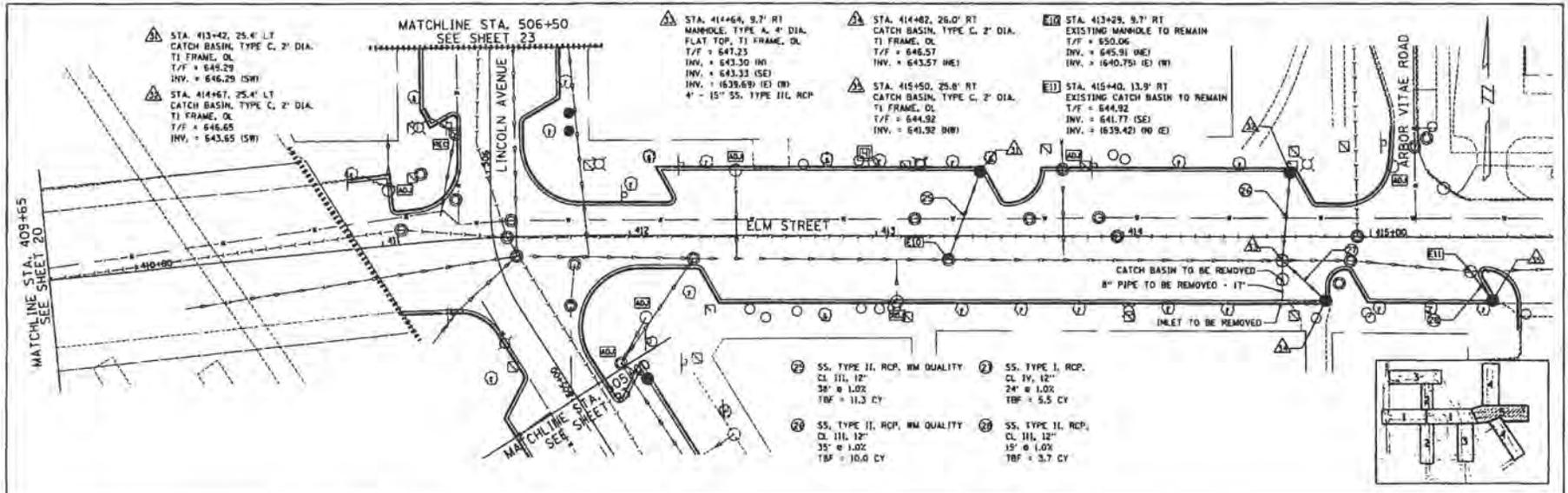
Ciorba Group, Inc.
 CIVIL AND MECHANICAL ENGINEERS
 1887 North Central Avenue, Suite 402
 Chicago, Illinois 60614
 Tel. 773.775.4800 Fax 773.775.4814

USER NAME	DESIGNED	REVISION
PL01 REHL - 20.2000 / JAL	CHECKED	REVISION
PL01 TRAC - 010.7000	DATE	REVISION
	01-12-2010	

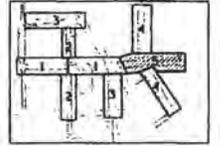
**VILLAGE OF WINNETKA
 COMMERCIAL DISTRICT STREETScape**

**EAST ELM
 PROPOSED DRAINAGE PLAN**

SCALE:	TOTAL SHEET NO.
	88 23



- ② SS. TYPE II, RCP, WM QUALITY
CL 111, 12"
36" Ø 1.0%
TBF = 11.3 CY
- ③ SS. TYPE II, RCP, WM QUALITY
CL 111, 12"
35" Ø 1.0%
TBF = 10.0 CY
- ④ SS. TYPE I, RCP
CL 1V, 12"
24" Ø 1.0%
TBF = 5.5 CY
- ⑤ SS. TYPE II, RCP
CL 111, 12"
15" Ø 1.0%
TBF = 3.7 CY



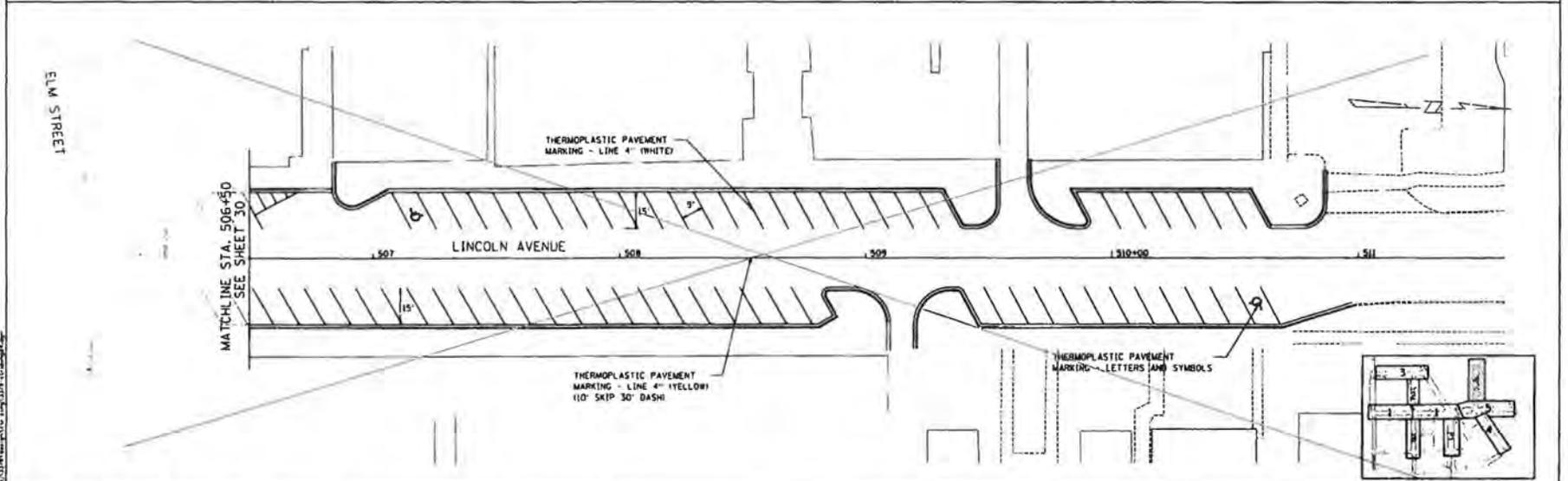
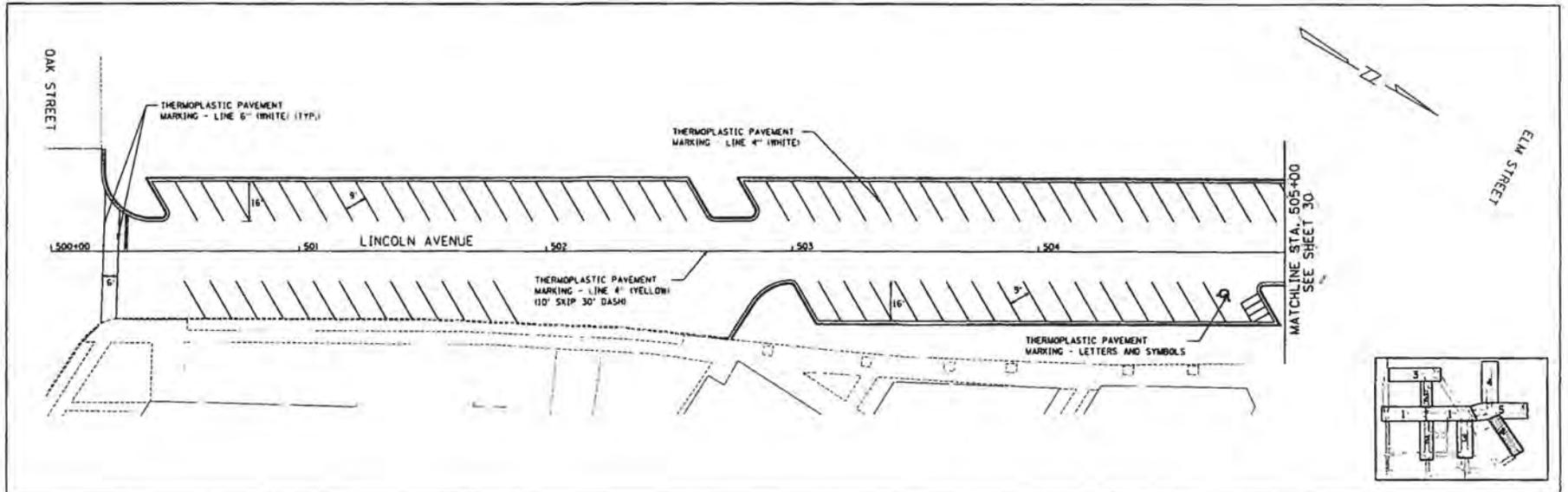
Clorba Group, Inc.
 6307 Fern, Channahon, Illinois 61615
 Chicago, Illinois 60643
 Tel. 773.772.4000 Fax 773.772.4014

DESIGNED	REVISOR
DRAWN	REVISOR
CHECKED	REVISOR
DATE: 01-12-2010	REVISOR

VILLAGE OF WINNETKA
 COMMERCIAL DISTRICT STREETScape

EAST ELM
 PROPOSED DRAINAGE PLAN

SCALE:	TOTAL SHEETS: 24
	NO. 24



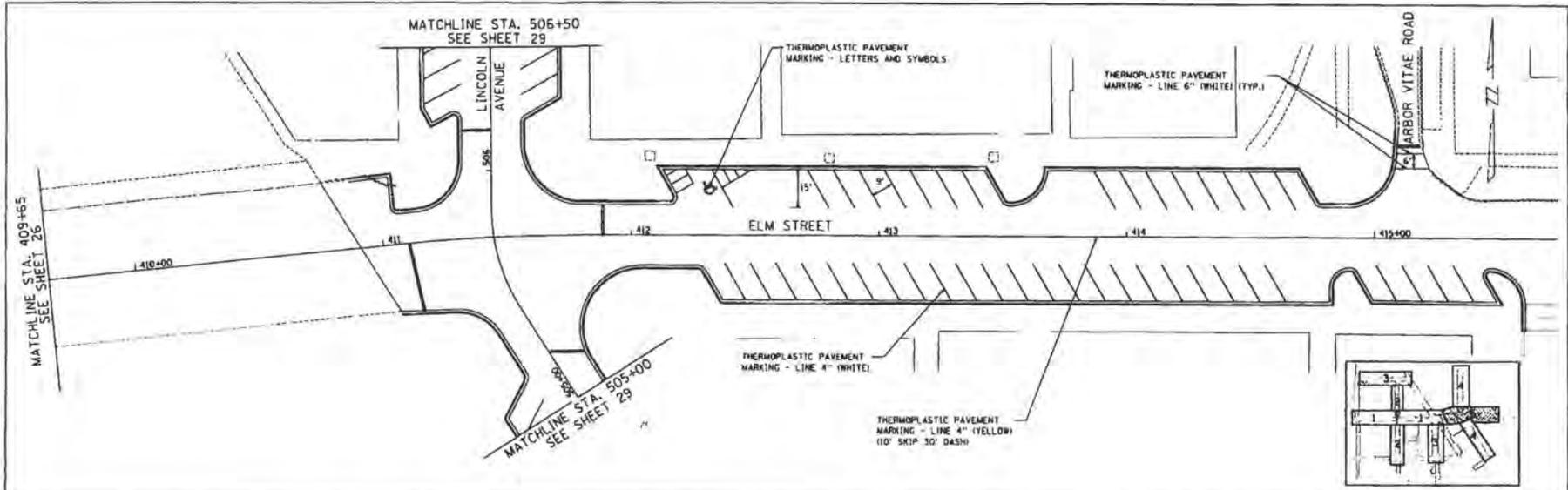
Ciorba Group, Inc.
CONSULTING ENGINEERS
1887 North Cumberland Avenue, Suite 402
Chicago, Illinois 60614
Tel: 773.775.4000 Fax: 773.775.4014

USER NAME: gsh/ra	DESIGNED	REVISION
PROJECT SCALE: 1/8" = 1'-0"	DRAWN	REVISION
FILED DATE: 11/27/2010	CHECKED	REVISION
	DATE: 01-12-2010	REVISION

**VILLAGE OF WINNETKA
COMMERCIAL DISTRICT STREETScape**

**EAST ELM
PROPOSED STRIPING**

SCALE:	TOTAL SHEET NO.:
	88 29



CG Ciorba Group, Inc.
 CIVIL & TRANSPORT ENGINEERS
 6407 North Commercial Avenue, Suite 402
 Chicago, Illinois 60630
 Tel: 773 775 4000 Fax: 773 775 4014

USER NAME	DESIGNED	REVISD
DRWNR	CHECKED	REVISD
DATE	DATE	REVISD

**VILLAGE OF WINNETKA
 COMMERCIAL DISTRICT STREETSCAPE**

**EAST ELM
 PROPOSED STRIPING**

SCALE:	TOTAL SHEET NO.
	30

ROADWAY LIGHTING NOTES

1. ALL CONSTRUCTION SHALL BE COMPLETED IN ACCORDANCE WITH THE CONTRACT SPECIFICATIONS AS WELL AS:
 ILLINOIS DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AS ADOPTED JANUARY 1, 2007.
 ILLINOIS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS (LATEST EDITION IN EFFECT ON THE DATE OF INVITATION FOR BIDS).
 NATIONAL ELECTRIC CODE, 2008 EDITION.
 DISTRICT ONE RECURRING SPECIAL PROVISIONS FOR ROADWAY LIGHTING, ADOPTED JANUARY 1, 2010.
2. NO CONSTRUCTION MATERIALS OR EQUIPMENT SHALL BE STORED IN OR MOVED THROUGH THE DRIVING OF ANY PARKWAY TREE. IF THIS CLEARANCE CANNOT BE MAINTAINED, THE FORESTRY SUPERINTENDANT MUST BE NOTIFIED PRIOR TO CONSTRUCTION.
3. THE ATTENTION OF THE CONTRACTOR IS DIRECTED TO ARTICLE 801.04 OF THE STANDARD SPECIFICATIONS REGARDING THE PROPOSED LOCATIONS OF THE LIGHTING SYSTEM. ADDITIONALLY, THE UNIT DUCT ROUTING SHOWN ON THE PLANS IS MAINLY INTENDED TO SHOW ELECTRICAL CIRCUITRY. AN EFFORT HAS BEEN MADE TO AVOID UTILITY CONFLICTS BUT THE EXACT LOCATION OF ELECTRICAL CABLES AND CONDUITS SHOULD BE APPROVED BY THE ENGINEER AFTER THE UNDERGROUND UTILITIES HAVE BEEN LOCATED BY ITS OWNER.
4. ALL PROPOSED LIGHT POLE LOCATIONS SHALL BE STAKED BY THE CONTRACTOR AND BE APPROVED BY THE VILLAGE PRIOR TO EXCAVATION. NO ADDITIONAL COMPENSATION SHALL BE PROVIDED FOR THIS STAKING.
5. REMOVAL OF THE EXISTING LIGHTING SYSTEM SHALL NOT BEGIN BEFORE THE PROPOSED LIGHTING SYSTEM IS OPERATIONAL.
6. THE ENGINEER SHALL APPROVE THE LOCATION OF ALL PUSH PITS. NO POLES SHALL BE ERECTED UNTIL THE RESPECTIVE CONCRETE FOUNDATIONS HAVE CURED. NO UNDERGROUND SPLICES ARE ALLOWED.
7. ALL LIGHT POLE FOUNDATIONS SHALL HAVE A MINIMUM OF TWO RACEWAYS, EVEN IF ONLY ONE UNIT DUCT CONNECTION IS SHOWN ON THE PLANS. THE ADDITION OF A THIRD RACEWAY TO A FOUNDATION SHALL BE INCLUDED IN THE COST OF THE FOUNDATION.
8. THE CONTRACTOR SHALL REQUEST THAT THE VILLAGE REMOVE ALL BANNERS FROM THE EXISTING POLES 48 HOURS BEFORE REMOVAL OF THE POLES.



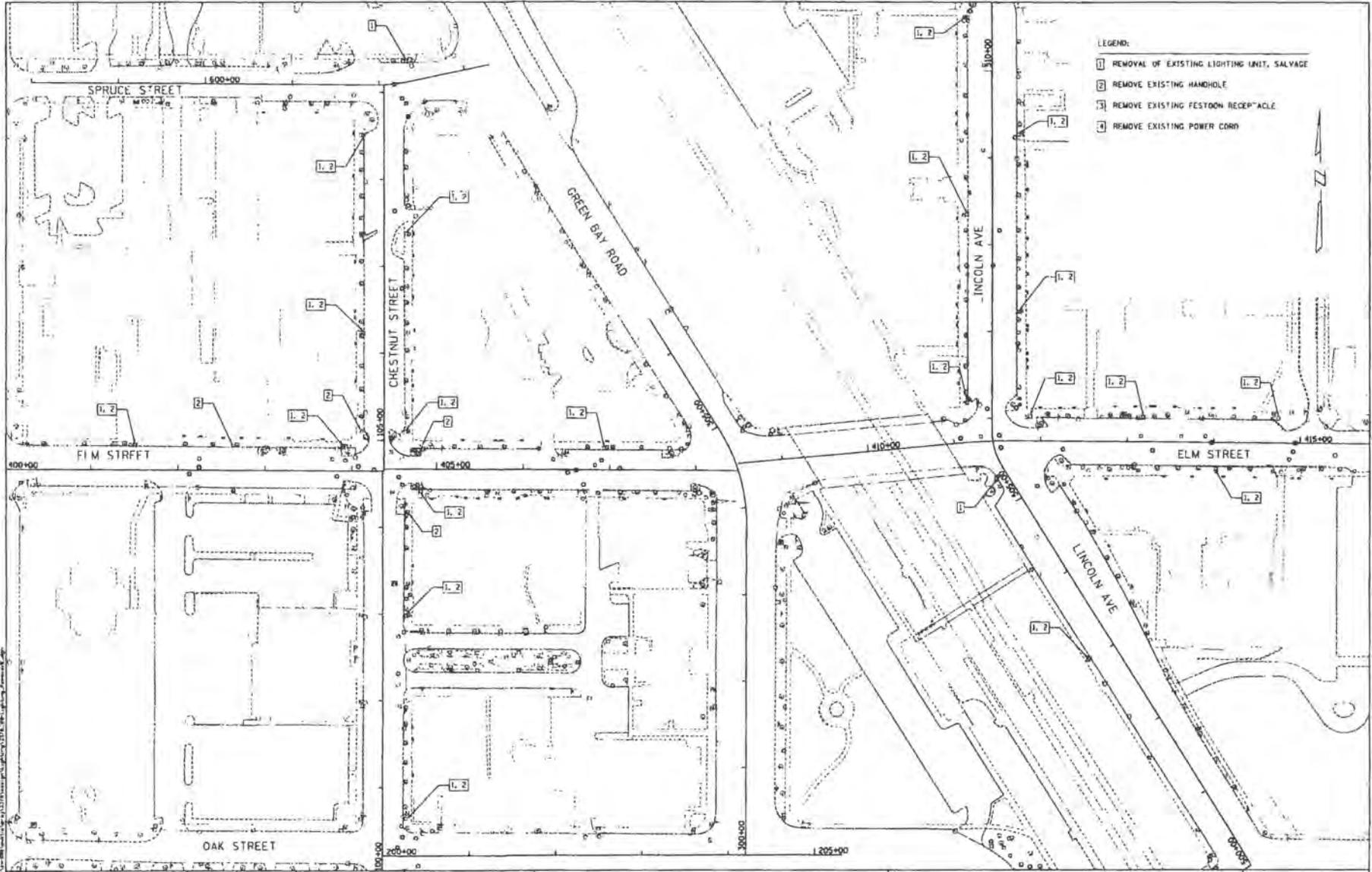
Ciorba Group, Inc.
 COMMERCIAL DESIGN ENGINEERS
 8307 North Cumberland Avenue, Suite 402
 Chicago, Illinois 60648
 Tel: 312.775.4200 Fax: 773.775.4014

USER: HMC	DESIGNED: RJR	REVISED:
PLST SCALE: 1/8"=1'-0"	DRAWN: RJR	REVISION:
PLST DATE: 1/17/2010	CHECKED: JBY	REVISION:
	DATE: 01-12-2010	REVISION:

**VILLAGE OF WINNETKA
 COMMERCIAL DISTRICT STREETScape**

**LIGHTING PLAN
 GENERAL NOTES**

SCALE: 1"=20'	TOTAL SHEETS: 13	SHEET NO: 08
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- LEGEND:
- 1. REMOVAL OF EXISTING LIGHTING UNIT, SALVAGE
 - 2. REMOVE EXISTING HANDHOLE
 - 3. REMOVE EXISTING FESTOON RECEPTACLE
 - 4. REMOVE EXISTING POWER CORD

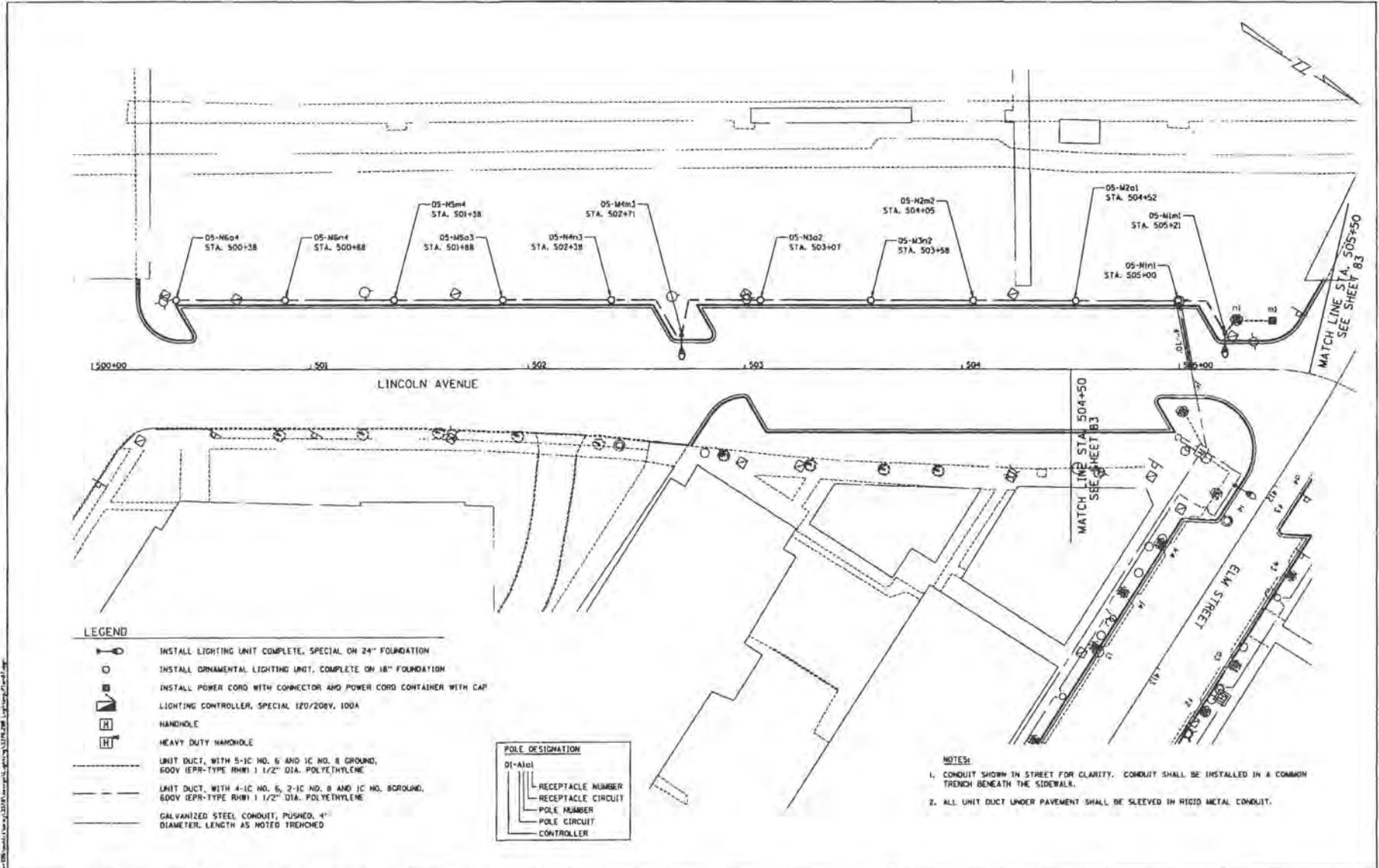
Ciorba Group, Inc.
 CONSULTING ENGINEERS
 8877 North Cumberland Avenue, Suite 402
 Chicago, Illinois 60631
 Tel. 773.778.4888 Fax 773.778.8814

DESIGNED	PLR	REVISION
DRAWN	PLR	REVISION
CHECKED	JBY	REVISION
DATE	01-12-2010	REVISION

**VILLAGE OF WINNETKA
 COMMERCIAL DISTRICT STREETScape**

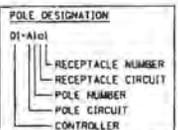
**LIGHTING PLAN
 REMOVAL PLAN**

SCALE	1"=20'	TOTAL SHEETS	88	SHEET NO.	74
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LEGEND

- INSTALL LIGHTING UNIT COMPLETE, SPECIAL ON 24" FOUNDATION
- INSTALL ORNAMENTAL LIGHTING UNIT, COMPLETE ON 18" FOUNDATION
- INSTALL POWER CORD WITH CONNECTOR AND POWER CORD CONTAINER WITH CAP
- LIGHTING CONTROLLER, SPECIAL 120/208V, 100A
- HANDHOLE
- HEAVY DUTY HANDHOLE
- UNIT DUCT, WITH 5-1C NO. 6 AND 1C NO. 8 GROUND, 600V (EPR-TYPE RHM) 1 1/2" DIA. POLYETHYLENE
- LIGHT DUCT, WITH 4-1C NO. 6, 2-1C NO. 8 AND 1C NO. 8 GROUND, 600V (EPR-TYPE RHM) 1 1/2" DIA. POLYETHYLENE
- GALVANIZED STEEL CONDUIT, PUSHED, 4" DIAMETER, LENGTH AS NOTED TRENCHED



NOTES:

1. CONDUIT SHOWN IN STREET FOR CLARITY. CONDUIT SHALL BE INSTALLED IN A COMMON TRENCH BENEATH THE SIDEWALK.
2. ALL UNIT DUCT UNDER PAVEMENT SHALL BE SLEEVED IN RIGID METAL CONDUIT.

CG Ciorba Group, Inc.
 1337 North Lincoln Street, Suite 402
 Chicago, Illinois 60610
 Tel. 773.775.4000 Fax 773.775.8219

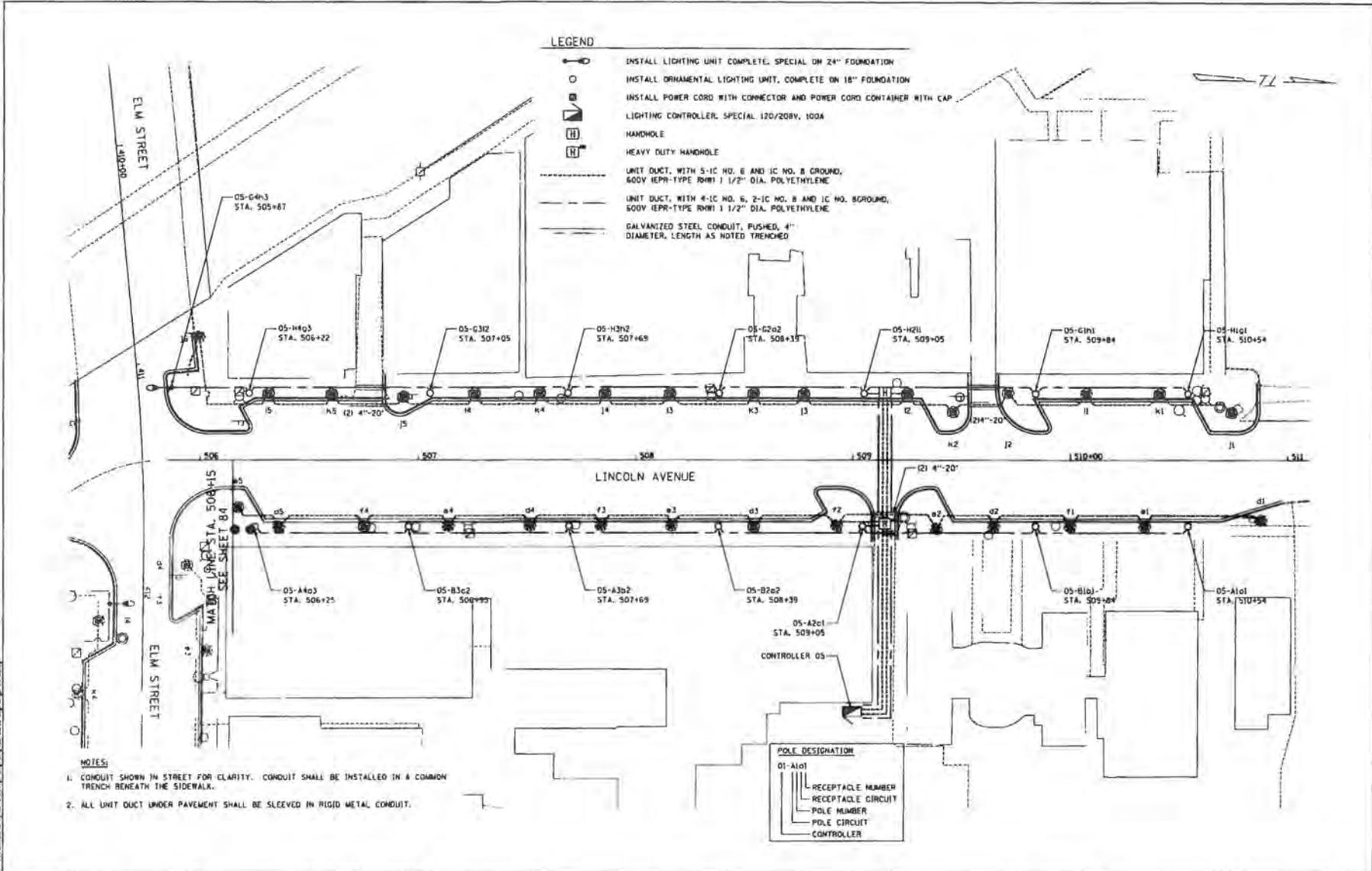
USER NAME	DESIGNED	BY	REVISION
CONTR. TMS	DRAWN	RJR	REVISION
PLST SCALE - 1/8"=1'-0"	CHECKED	JMY	REVISION
PLT DATE - 1/12/2010	DATE	01-12-2010	REVISION

**VILLAGE OF WINNETKA
 COMMERCIAL DISTRICT STREETScape**

**LIGHTING PLAN
 LINCOLN AVENUE**

TOTAL SHEETS	SHEET NO.
86	82

SCALE: 1"=20'



LEGEND

- INSTALL LIGHTING UNIT COMPLETE, SPECIAL ON 24" FOUNDATION
- INSTALL ORNAMENTAL LIGHTING UNIT, COMPLETE ON 18" FOUNDATION
- INSTALL POWER CORD WITH CONNECTOR AND POWER CORD CONTAINER WITH CAP
- LIGHTING CONTROLLER, SPECIAL 120/208V, 100A
- HANDHOLE
- HEAVY DUTY HANDHOLE
- UNIT DUCT, WITH 5-1C NO. 6 AND 1C NO. 8 GROUND, 600V XEPR-TYPE RHW1 1 1/2" DIA. POLYETHYLENE
- UNIT DUCT, WITH 4-1C NO. 6, 2-1C NO. 8 AND 1C NO. 8 GROUND, 600V XEPR-TYPE RHW1 1 1/2" DIA. POLYETHYLENE
- GALVANIZED STEEL CONDUIT, PUSHED, 4" DIAMETER, LENGTH AS NOTED TRENCHED

- NOTES**
1. CONDUIT SHOWN IN STREET FOR CLARITY. CONDUIT SHALL BE INSTALLED IN A COMMON TRENCH BENEATH THE SIDEWALK.
 2. ALL UNIT DUCT UNDER PAVEMENT SHALL BE SLEEVED IN RIGID METAL CONDUIT.

POLE DESIGNATION

01-A1a1	RECEPTACLE NUMBER
01-B1b1	RECEPTACLE CIRCUIT
01-A1a1	POLE NUMBER
01-B1b1	POLE CIRCUIT
01-A1a1	CONTROLLER

Ciorba Group, Inc.
 CONSULTING ENGINEERS
 837 North Commercial Avenue, Suite 402
 Chicago, Illinois 60610
 Tel: 773.776.4900 Fax: 773.776.4914

DATE	BY	REVISION
01-12-2010	JAV	REVISED
	JAV	REVISED
	JAV	REVISED

**VILLAGE OF WINNETKA
 COMMERCIAL DISTRICT STREETSCAPE**

**LIGHTING PLAN
 LINCOLN AVENUE**

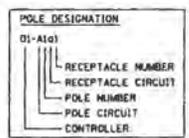
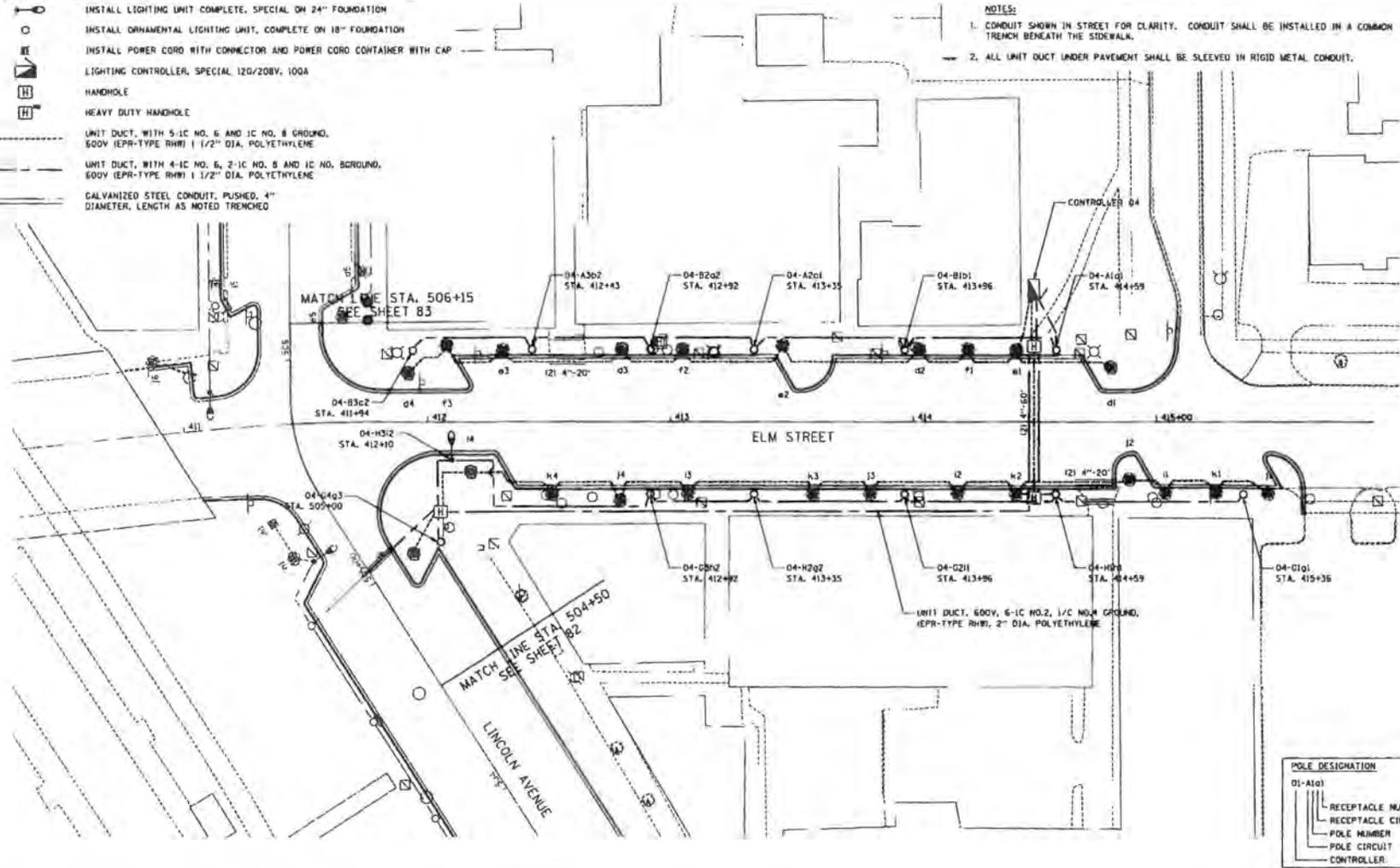
SCALE: 1"=20'	TOTAL SHEETS: 88	SHEET NO.: 83
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LEGEND

-  INSTALL LIGHTING UNIT COMPLETE, SPECIAL ON 24" FOUNDATION
-  INSTALL ORNAMENTAL LIGHTING UNIT, COMPLETE ON 18" FOUNDATION
-  INSTALL POWER CORD WITH CONNECTOR AND POWER CORD CONTAINER WITH CAP
-  LIGHTING CONTROLLER, SPECIAL 120/208V, 100A
-  HANDHOLE
-  HEAVY DUTY HANDHOLE
-  UNIT DUCT, WITH 5-1C NO. 6 AND 1C NO. 8 GROUND, 600V (EPR-TYPE RHM) 1 1/2" DIA. POLYETHYLENE
-  UNIT DUCT, WITH 4-1C NO. 6, 2-1C NO. 8 AND 1C NO. 8 GROUND, 600V (EPR-TYPE RHM) 1 1/2" DIA. POLYETHYLENE
-  GALVANIZED STEEL CONDUIT, PUSHED, 4" DIAMETER, LENGTH AS NOTED TRENCHED

NOTES:

1. CONDUIT SHOWN IN STREET FOR CLARITY. CONDUIT SHALL BE INSTALLED IN A COMMON TRENCH BENEATH THE SIDEWALK.
2. ALL UNIT DUCT UNDER PAVEMENT SHALL BE SLEEVED IN RIGID METAL CONDUIT.



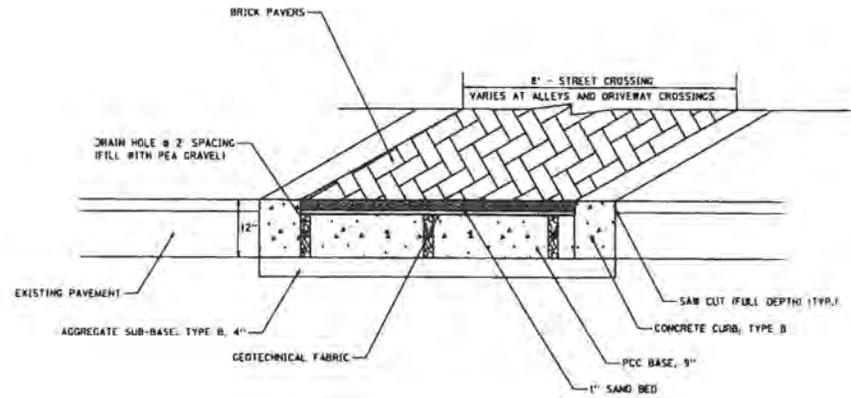
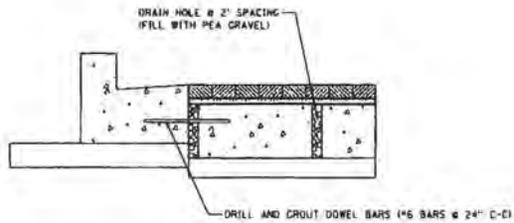
CG Ciorba Group, Inc.
 CONSULTING ENGINEERS
 5807 North Cumberland Avenue, Suite 402
 Chicago, Illinois 60630
 Tel. 773.775.4000 Fax 773.775.4014

DESIGNED	RJR	REVISION	
DRAWN	RJR	REVISION	
CHECKED	JMV	REVISION	
DATE	01-12-2010	REVISION	

**VILLAGE OF WINNETKA
 COMMERCIAL DISTRICT STREETSCAPE**

**LIGHTING PLAN
 ELM STREET**

SCALE:	1"=20'
TOTAL SHEETS	88
SHEET NO.	84



BRICK PAVER CROSSWALK DETAIL

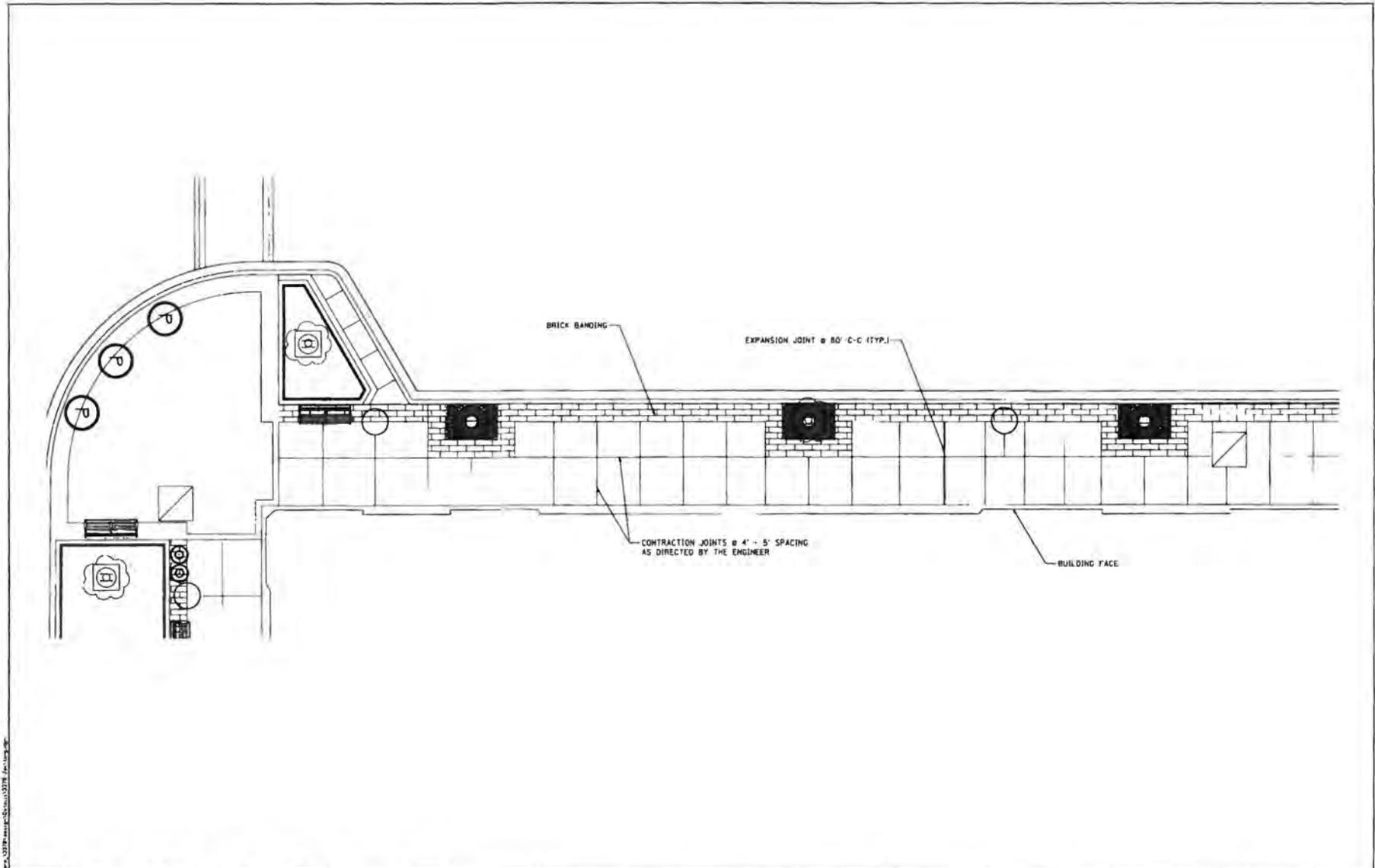
CC Ciorba Group, Inc.
COMMERCIAL DISTRICT STREETScape
5407 North Commercial Avenue, Suite 402
Chicago, Illinois 60630
Tel. 773.775.4000 Fax 773.775.4814

USER: MMW	DESIGNED:	REVISIONS:
DRAWN:	CHECKED:	DATE: 01-12-2010
PROJECT: 12th P + 13000 + 10	DATE:	
PLLOT DATE: 1/12/2010		

VILLAGE OF WINNETKA
COMMERCIAL DISTRICT STREETScape

BRICK CROSSWALK DETAIL

TOTAL SHEET NO.	88	87
SCALE:		



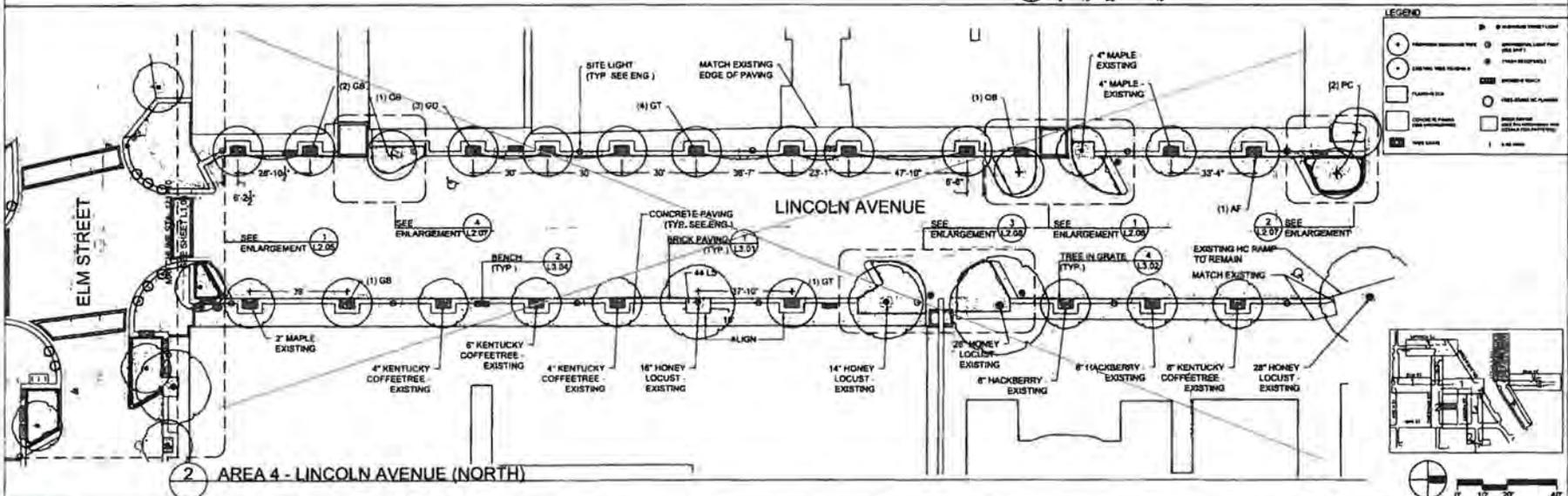
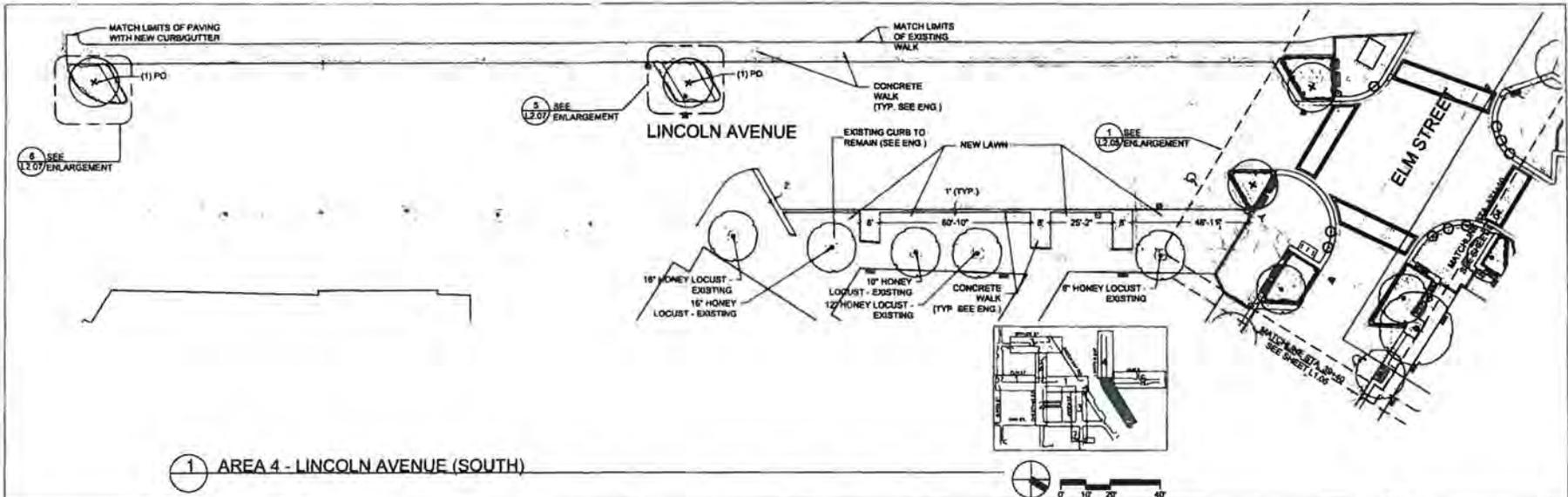
Clorba Group, Inc.
 COMMERCIAL DISTRICT
 5807 North Cumberland Avenue, Suite 102
 Chicago, Illinois 60649
 Tel. 773.778.2009 Fax 773.778.4914

USER NAME	DESIGNED	REVISED
PL07 SCALE 5/8" = 1'	DRAWN	REVISED
PL07 DATE 1/27/2010	CHECKED	REVISED
	DATE 01-12-2010	REVISED

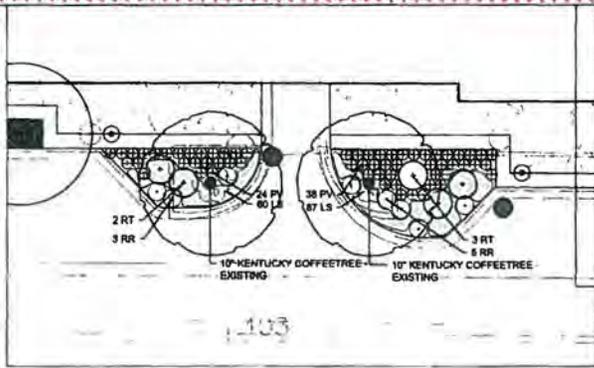
**VILLAGE OF WINNETKA
 COMMERCIAL DISTRICT STREETScape**

TYPICAL JOINTING DETAIL

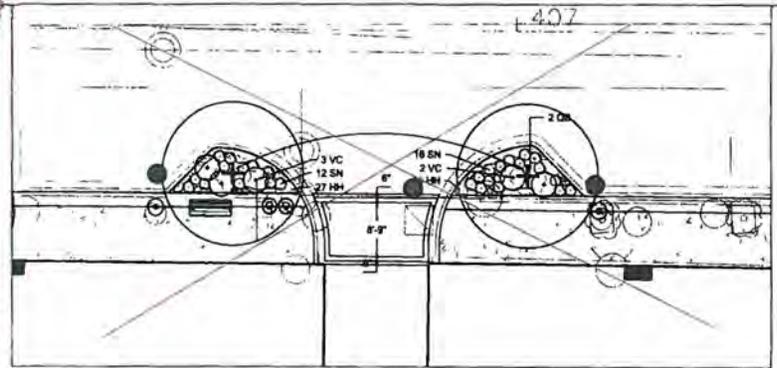
TOTAL SHEET NO.	08
SHEET NO.	08



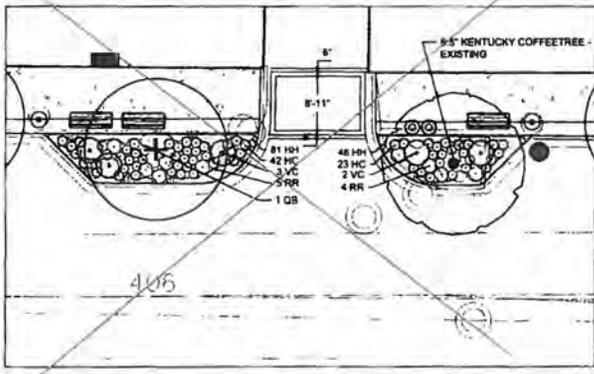
<p>Chicago, Illinois 60009 Tel. 773.775.1200 Fax 773.775.8811</p>	DESIGNED - JB, MJ, JS, PH	REVISED -	<p>VILLAGE OF WINNETKA</p>	DATE - 01.08.2010	REVISED -	<p>VILLAGE OF WINNETKA STREETScape</p>	LANDSCAPE LAYOUT & MATERIALS PLAN		<p>SCALE: 1" = 20'-0" SHEET NO. 10 OF 24 SHEETS STA. TO STA.</p>	<p>F.A.U. COUNTY TOTAL SHEETS NO. CONTRACT NO. 11.04</p>
	DRAWN - MJ, JE, PH	REVISED -		CONTRACT NO.						
	CHECKED - JB, PH	REVISED -		CONTRACT NO.						
	DATE - 01.08.2010	REVISED -		CONTRACT NO.						



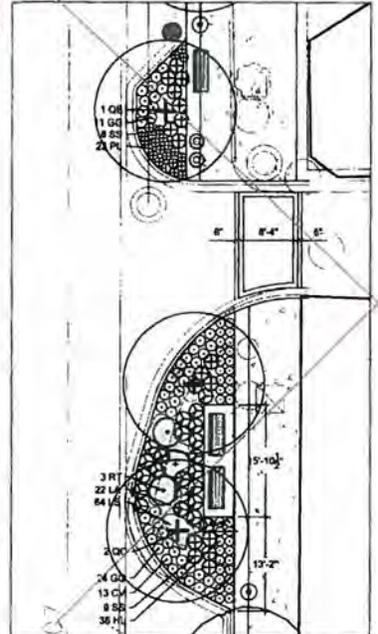
1 NORTH SIDE OF EAST ELM (AREA 1)



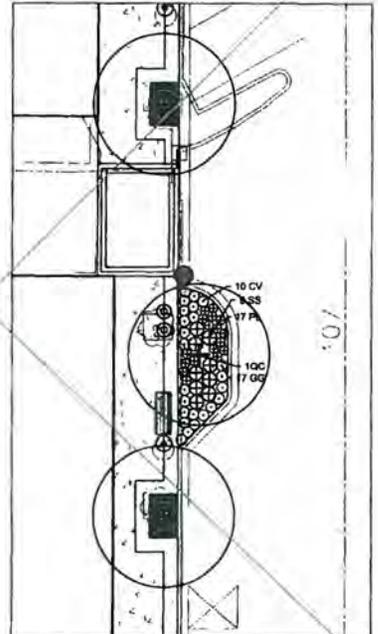
3 SOUTH SIDE OF CENTRAL ELM (AREA 1)



2 NORTH SIDE OF CENTRAL ELM (AREA 1)



4 EAST SIDE OF CHESTNUT (AREA 2)



5 WEST SIDE OF CHESTNUT (AREA 2)

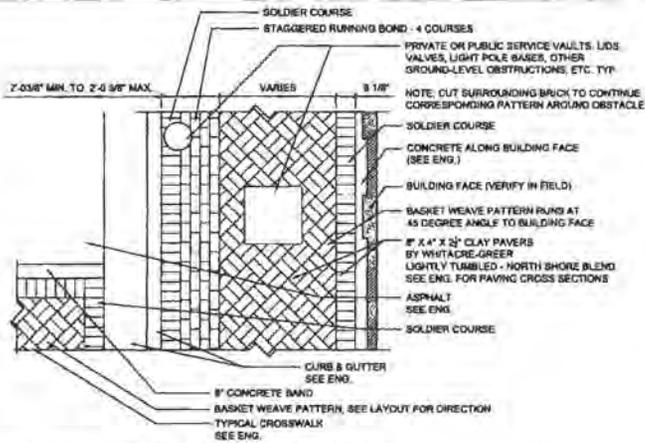


DESIGNED	- JB, MJ, JS, PH	REVISED	-
DRAWN	- MJ, JE, PH	REVISED	-
CHECKED	- JB, PH	REVISED	-
DATE	- 01.08.2010	REVISED	-

VILLAGE OF WINNETKA STREETSCAPE

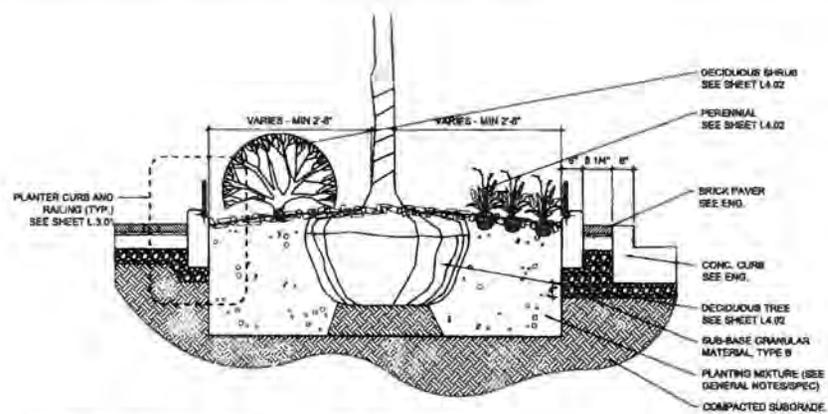
LANDSCAPE ENLARGEMENT PLANS
SCALE: 1" = 8'-0" SHEET NO. 18 OF 24 SHEETS STA. TO STA.

F.A.U. / S.T.K.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
			24	18
CONTRACT NO.				
FED. ROAD DIST. NO. 1 (ILLINOIS) FED. AID PROJECT				



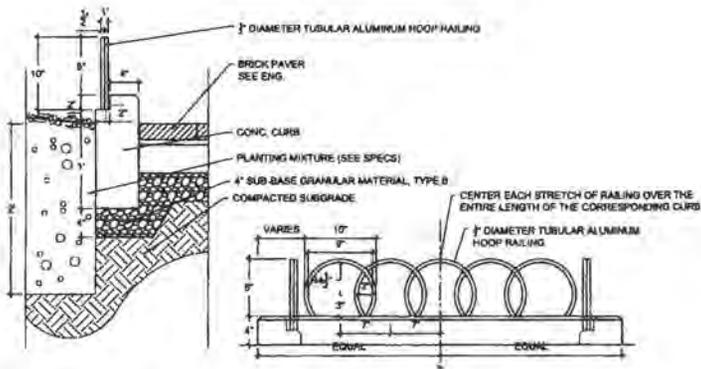
1 TYPICAL BRICK PAVING PATTERNS

SCALE: 3/4" = 1'-0"



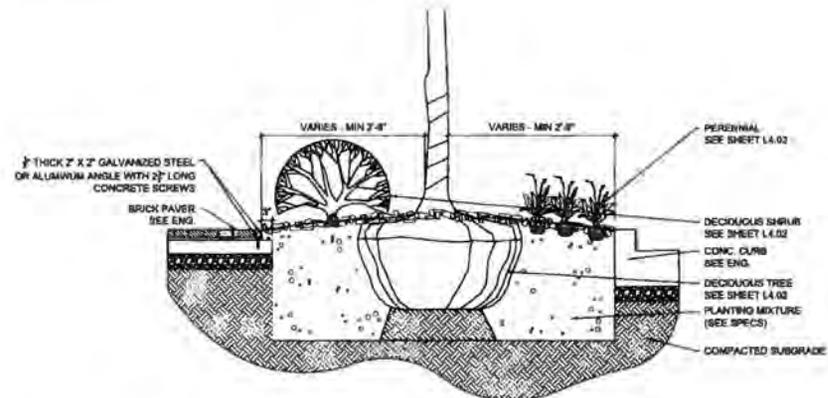
3 PLANTER WITH CURB AND RAILING (TYP.)

SCALE: 3/4" = 1'-0"



2 PLANTER CURB & RAILING (TYP.)

SCALE: 1/2" = 1'-0"



4 PLANTER WITHOUT CURB & RAILING (TYP.)

SCALE: 3/4" = 1'-0"

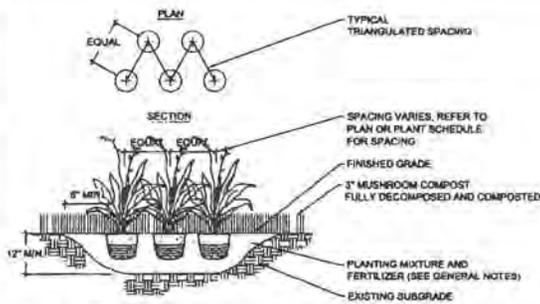
Giorba Group, Inc.
 CONSULTING ENGINEERS
 3367 NORTH Cumberland Avenue, Suite 400
 Chicago, Illinois 60658
 Tel. 773.775.4554 Fax 773.775.4014

DESIGNED	REMOVED
DRAWN	REMOVED
CHECKED	REMOVED
DATE	REMOVED

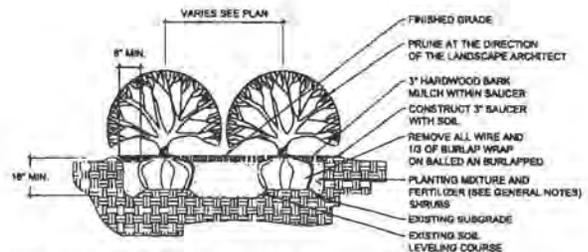
VILLAGE OF WINNETKA STREETSCAPE

DETAILS - PLANTING & HARDSCAPE

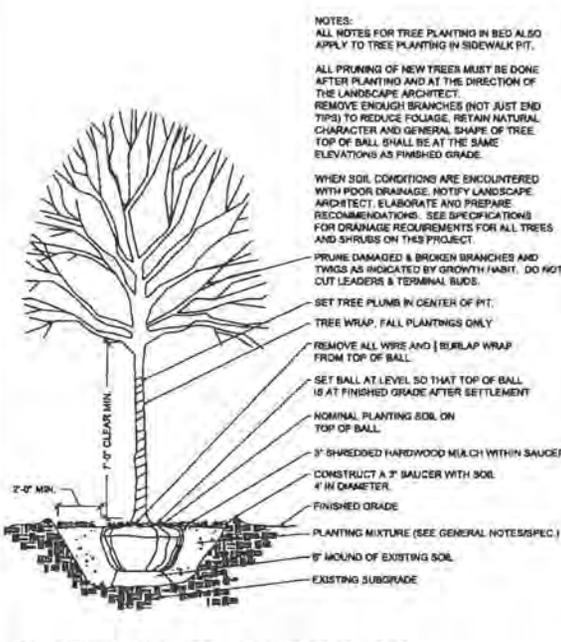
SCALE:	SHEET NO.	OF	SHEETS	STA.	TO	STA.	F.U.I. NO.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
											L3.01
CONTRACT NO.											
F.U.I. NO. (SEE REG. I) LICENSE (SEE REG. PROJECT)											



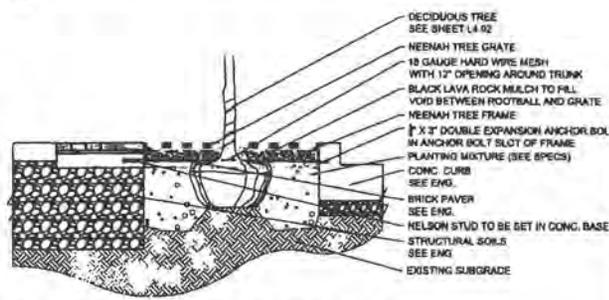
1 PERENNIAL/GROUNDCOVER PLANTING DETAIL
NOT TO SCALE



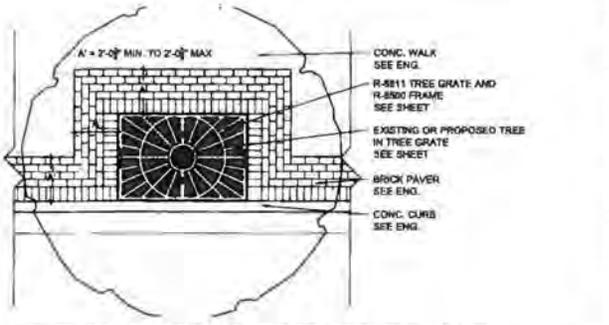
3 SHRUB PLANTING DETAIL
NOT TO SCALE



2 DECIDUOUS TREE PLANTING DETAIL
NOT TO SCALE



4 TREE IN TREE GRATE - SECTION
SCALE: 3/8\"/>



5 TYPICAL BRICK LAYOUT AT TREE PIT - PLAN
SCALE: 3/8\"/>

WINNETKA STREETSCAPE PLANT LIST

Plant Code	Qty	Size	Optimal Name	Common Name	Plant	Comments
01	10	2\"/>				

6 PLANT LIST

Clorba Group, Inc. CONSULTING ENGINEERS 5367 North Cumberland Avenue, Suite 402, Danvers, MA 01923, Tel: 774.775.8388, Fax: 774.775.4214

DESIGNED: [] REVISION: []
 DRAWN: [] REVISION: []
 CHECKED: [] REVISION: []
 DATE: [] REVISION: []

VILLAGE OF WINNETKA

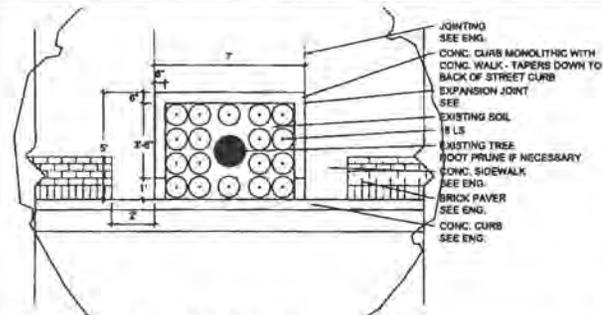
VILLAGE OF WINNETKA STREETSCAPE

DETAILS - PLANTING & HARDSCAPE

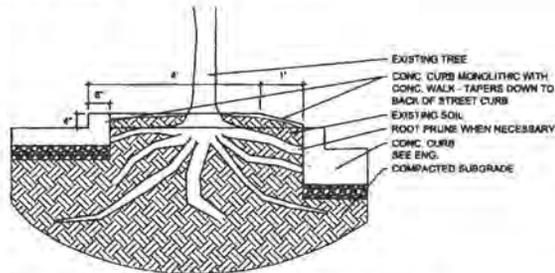
SCALE: [] SHEET NO. [] OF [] SHEETS [] TO []

SECTION [] COUNTY [] TOTAL SHEET NO. []
 L3.02

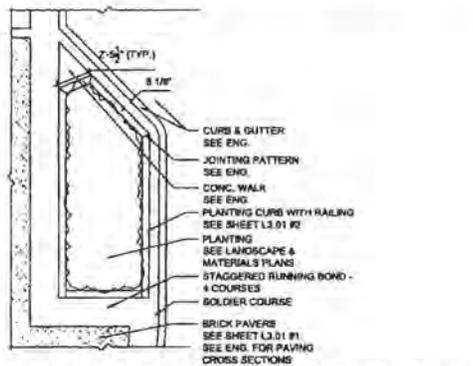
CONTRACT NO. []



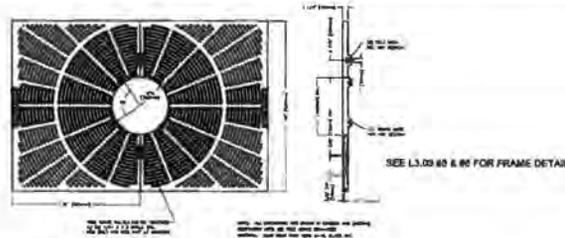
1 CURBED TREE PIT AT TOWER - PLAN
SCALE: 1" = 1'-0"



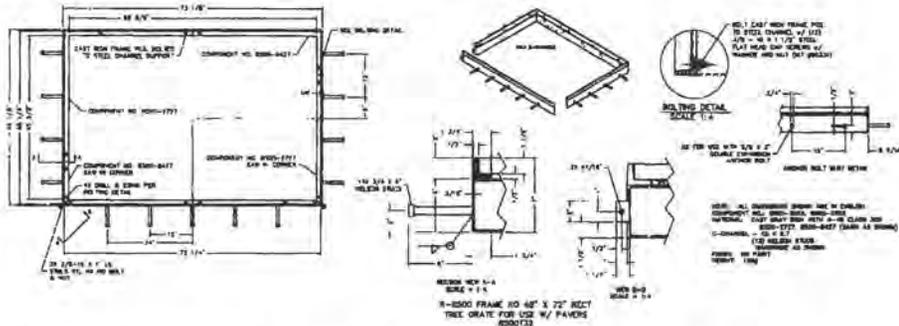
2 CURBED TREE PIT AT TOWER - SECTION
SCALE: 1" = 1'-0"



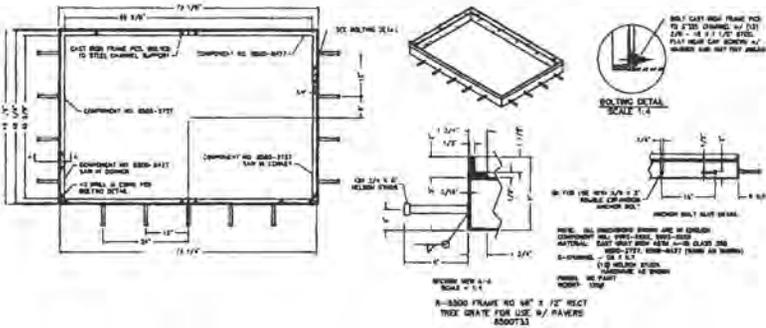
3 PLANTER CURB WITH RAILING TYPICAL LAYOUT
SCALE: 1" = 1'-0"



4 R-8811 TREE GRATE (QTY: 89)
SCALE: 1" = 1'-0"



5 R-8500T32 TREE GRATE FRAME FOR EXISTING TREES (QTY 27)
SCALE: 1" = 1'-0"



6 R-8500T33 TREE GRATE FRAME FOR PROPOSED TREES (QTY 62)
SCALE: 1" = 1'-0"

CG Ciorba Group, Inc.
CONCRETE CONTRACTORS
3507 North Cumberland Avenue, Suite 402
Chicago, Illinois 60648
Tel: 773.775.4268 Fax: 773.775.4014

DESIGNED	REVISD
DRAWN	REVISD
CHECKED	REVISD
DATE	REVISD

VILLAGE OF WINNETKA STREETSCAPE

DETAILS - PLANTING & HARDSCAPE

SCALE:	SHEET NO. OF SHEETS	STA. TO STA.	F.A.U. NO.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
							L3.03
			CONTRACT NO.		FED. ROAD DIST. NO. 1 (ILLINOIS) FOR AID PROJECT		

EXHIBIT K
PERFORMANCE SECURITY

IRREVOCABLE LETTER OF CREDIT NO. ____ AMOUNT: \$ _____

EXPIRATION DATE: _____ DATE OF ISSUE: _____

[Name of Bank]
[Address 1]
[Address 2]

TO: Village of Winnetka
510 Greenbay Road
Winnetka, IL 60093
Attention: Village Manager

WE HEREBY AUTHORIZE YOU TO DRAW AT SIGHT on the [Bank] UP TO AN AGGREGATE AMOUNT OF [AMOUNT] United States Dollars (\$ _____) for account of _____ ("**Customer**").

Drafts under this Letter of Credit shall bear upon their face the words:

Drawn under [Bank]
Credit No. ____ Dated: _____

and shall be in the form attached hereto as Exhibit A and shall be accompanied by one of the following documents executed by the Village Manager or an individual designated as acting Village Administrator:

(a) A written statement on the form attached hereto as Exhibit B stating that, conditioned upon proper notice to the Village Manager, Letter of Credit No. ____ will expire within 35 days or less and that the Customer has failed to deliver to the Village Manager evidence of a renewal of Letter of Credit No. ____ or

(b) A written statement on the form attached hereto as Exhibit C stating that all or any part of the improvements required to be constructed pursuant to the Development Agreement dated _____, 2017 by and between the Village of Winnetka and _____ ("**Development Agreement**") have not been constructed in accordance with the Development Agreement; or

(c) A written statement on the form attached hereto as Exhibit D stating that all or any part of the costs, payments, permit fees, or other fees required to be paid to the Village pursuant to the Development Agreement have not been paid in accordance with the Development Agreement; or

(d) A written statement on the form attached hereto as Exhibit E stating that all or any portion of the maintenance, repair, or restoration required to be performed pursuant to

the Development Agreement have not been performed in accordance with the Development Agreement; or

(e) A written statement on the form attached hereto as Exhibit F stating that all or any portion of the Customer's undertakings pursuant to the Development Agreement have not been performed in accordance with the Development Agreement.

EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN THIS LETTER OF CREDIT, THIS LETTER OF CREDIT IS SUBJECT TO THE "UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS 1993 REVISION, INTERNATIONAL CHAMBER OF COMMERCE BROCHURE NO. 500" ("**UNIFORM RULES**"). IN THE EVENT OF A CONFLICT BETWEEN THIS LETTER OF CREDIT AND THE UNIFORM RULES, THIS LETTER OF CREDIT SHALL CONTROL.

WE HEREBY AGREE with the drawers of drafts drawn under and in compliance with the terms of this Letter of Credit, that:

1. Drafts drawn under and in compliance with this Letter of Credit shall be duly honored immediately upon presentation to the drawees if presented on or before the above-stated Expiration Date or presented at our office together with the original of this Letter of Credit on or before that date.

2. The amount of any draft drawn under this Letter of Credit must be endorsed on the reverse hereof by our bank.

3. If, within three days after any draft drawn under this Letter of Credit is presented to us in conformance with the terms of this Letter of Credit, we fail to honor same, we agree to pay all attorneys' fees, court costs, and other expenses incurred by the Village of Winnetka in enforcing the terms hereof.

4. This Letter of Credit shall expire on _____, as stated hereinabove; provided, however, that we shall notify the Village Manager by certified mail, return receipt requested, at least 35 days, but not more than 90 days, prior to said expiration date, that this Letter of Credit is about to expire.

5. In no event shall this Letter of Credit or the obligations contained herein expire except upon the prior written notice required herein, it being expressly agreed that the above expiration date shall be extended as shall be required to comply with the prior written notice required herein.

6. No consent, acknowledgment, or approval of any kind from the Customer shall be necessary or required prior to honoring any draft presented in conformance with the terms of this Letter of Credit.

7. The aggregate amount of this Letter of Credit may be reduced only upon receipt by us of a document executed by the Village Manager stating that such aggregate amount shall be reduced in an amount permitted by the Village's subdivision regulations because of the satisfactory completion of all or part of the improvements required to be constructed pursuant to the Development Agreement.

8. This Letter of Credit is irrevocable.

[Signature of Bank Officer]

[Signature of Bank Officer]

[Officer's Title]

[Officer's Title]

EXHIBIT "A" TO PERFORMANCE SECURITY

FORM OF DRAFT

[To Be Supplied By Issuing Bank]

EXHIBIT "B" TO PERFORMANCE SECURITY

To:
Attn:

Re: Letter of Credit No. _____

Ladies and Gentlemen:

This is to advise you that Letter of Credit No. _____ dated _____,
in the amount of \$_____ will expire within 35 days or less and that
_____ has failed to deliver to the Village Manager of the Village of Winnetka
evidence of a renewal of Letter of Credit No. _____.

Very truly yours,

Village Manager

EXHIBIT "C" TO PERFORMANCE SECURITY

To:
Attn:

Re: Letter of Credit No. _____

Ladies and Gentlemen:

This is to advise you that all or any part of the improvements required to be constructed pursuant to the Development Agreement dated _____, 2017, by and between the Village of Winnetka and _____, have not been constructed in accordance with said Development Agreement.

Very truly yours,

Village Manager

EXHIBIT "D" TO PERFORMANCE SECURITY

To:
Attn:

Re: Letter of Credit No. _____

Ladies and Gentlemen:

This is to advise you that all or any part of the costs, payments, permit fees or other fees required to be paid pursuant to the Development Agreement dated _____, 2017, by and between the Village of Winnetka and _____, have not been paid in accordance with said Development Agreement.

Very truly yours,

Village Manager

EXHIBIT "E" TO PERFORMANCE SECURITY

To:
Attn:

Re: Letter of Credit No. ____

Ladies and Gentlemen:

This is to advise you that all or any part of the maintenance, repair, or restoration required to be performed pursuant to the Development Agreement dated _____, 2017, by and between the Village of Winnetka and _____, have not been performed in accordance with said Development Agreement.

Very truly yours,

Village Manager

EXHIBIT "F" TO PERFORMANCE SECURITY

To:
Attn:

Re: Letter of Credit No. _____

Ladies and Gentlemen:

This is to advise you that all or any part of the undertakings of the Customer (as that term is defined in the above-referenced Letter of Credit) pursuant to the Development Agreement dated _____, 2017, by and between the Village of Winnetka and _____, have not been performed in accordance with said Development Agreement.

Very truly yours,

Village Manager

EXHIBIT L
GUARANTY SECURITY

IRREVOCABLE LETTER OF CREDIT NO. ____ AMOUNT: \$_____

EXPIRATION DATE: _____ DATE OF ISSUE: _____

[Name of Bank]
[Address 1]
[Address 2]

TO: Village of Winnetka
510 Greenbay Road
Winnetka, IL 60093
Attention: Village Manager

WE HEREBY AUTHORIZE YOU TO DRAW AT SIGHT on the [Bank] UP TO AN AGGREGATE AMOUNT OF [AMOUNT] United States Dollars (\$_____) for account of [_____] ("**Customer**").

Drafts under this Letter of Credit shall bear upon their face the words:

Drawn under [Bank]
Credit No. ____ Dated: _____

and shall be in the form attached hereto as Exhibit A and shall be accompanied by one of the following documents executed by the Village Manager or an individual designated as acting Village Administrator:

(a) A written statement on the form attached hereto as Exhibit B stating that, conditioned upon proper notice to the Village Manager, Letter of Credit No. ____ will expire within 35 days or less and that the Customer has failed to deliver to the Village Manager evidence of a renewal of Letter of Credit No. ____ or

(b) A written statement on the form attached hereto as Exhibit C stating that all or any part of the improvements required to be constructed pursuant to the Development Agreement dated _____, 2017 by and between the Village of Winnetka and _____ and ("**Development Agreement**") have not been constructed in accordance with the Development Agreement; or

(c) A written statement on the form attached hereto as Exhibit D stating that all or any part of the costs, payments, permit fees, or other fees required to be paid to the Village pursuant to the Development Agreement have not been paid in accordance with the Development Agreement; or

(d) A written statement on the form attached hereto as Exhibit E stating that all or any portion of the maintenance, repair, or restoration required to be performed pursuant to

the Development Agreement have not been performed in accordance with the Development Agreement; or

(e) A written statement on the form attached hereto as Exhibit F stating that all or any portion of the Customer's undertakings pursuant to the Development Agreement have not been performed in accordance with the Development Agreement.

EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN THIS LETTER OF CREDIT, THIS LETTER OF CREDIT IS SUBJECT TO THE "UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS 1993 REVISION, INTERNATIONAL CHAMBER OF COMMERCE BROCHURE NO. 500" ("**UNIFORM RULES**"). IN THE EVENT OF A CONFLICT BETWEEN THIS LETTER OF CREDIT AND THE UNIFORM RULES, THIS LETTER OF CREDIT SHALL CONTROL.

WE HEREBY AGREE with the drawers of drafts drawn under and in compliance with the terms of this Letter of Credit, that:

1. Drafts drawn under and in compliance with this Letter of Credit shall be duly honored immediately upon presentation to the drawees if presented on or before the above-stated Expiration Date or presented at our office together with the original of this Letter of Credit on or before that date.

2. The amount of any draft drawn under this Letter of Credit must be endorsed on the reverse hereof by our bank.

3. If, within three days after any draft drawn under this Letter of Credit is presented to us in conformance with the terms of this Letter of Credit, we fail to honor same, we agree to pay all attorneys' fees, court costs, and other expenses incurred by the Village of Winnetka in enforcing the terms hereof.

4. This Letter of Credit shall expire on _____, as stated hereinabove; provided, however, that we shall notify the Village Manager by certified mail, return receipt requested, at least 35 days, but not more than 90 days, prior to said expiration date, that this Letter of Credit is about to expire.

5. In no event shall this Letter of Credit or the obligations contained herein expire except upon the prior written notice required herein, it being expressly agreed that the above expiration date shall be extended as shall be required to comply with the prior written notice required herein.

6. No consent, acknowledgment, or approval of any kind from the Customer shall be necessary or required prior to honoring any draft presented in conformance with the terms of this Letter of Credit.

7. The aggregate amount of this Letter of Credit may be reduced only upon receipt by us of a document executed by the Village Manager stating that such aggregate amount shall be reduced in an amount permitted by the Village's subdivision regulations because of the satisfactory completion of all or part of the improvements required to be constructed pursuant to the Development Agreement.

8. This Letter of Credit is irrevocable.

[Signature of Bank Officer]

[Signature of Bank Officer]

[Officer's Title]

[Officer's Title]

EXHIBIT "A" TO GUARANTY SECURITY

FORM OF DRAFT

[To Be Supplied By Issuing Bank]

EXHIBIT "B" TO GUARANTY SECURITY

To:
Attn:

Re: Letter of Credit No. _____

Ladies and Gentlemen:

This is to advise you that Letter of Credit No. _____ dated _____, in the amount of \$_____ will expire within 35 days or less and _____ has failed to deliver to the Village Manager of the Village of Winnetka evidence of a renewal of Letter of Credit No. _____.

Very truly yours,

Village Manager

EXHIBIT "C" TO GUARANTY SECURITY

To:
Attn:

Re: Letter of Credit No. _____

Ladies and Gentlemen:

This is to advise you that all or any part of the improvements required to be constructed pursuant to the Development Agreement dated _____, 2017, by and between the Village of Winnetka and _____, have not been constructed in accordance with said Development Agreement.

Very truly yours,

Village Manager

EXHIBIT "D" TO GUARANTY SECURITY

To:
Attn:

Re: Letter of Credit No. _____

Ladies and Gentlemen:

This is to advise you that all or any part of the costs, payments, permit fees or other fees required to be paid pursuant to the Development Agreement dated _____, 2017, by and between the Village of Winnetka and _____, have not been paid in accordance with said Development Agreement.

Very truly yours,

Village Manager

EXHIBIT "E" TO GUARANTY SECURITY

To:
Attn:

Re: Letter of Credit No. ____

Ladies and Gentlemen:

This is to advise you that all or any part of the maintenance, repair, or restoration required to be performed pursuant to the Development Agreement dated _____, 2017, by and between the Village of Winnetka and _____, have not been performed in accordance with said Development Agreement.

Very truly yours,

Village Manager

EXHIBIT "F" TO GUARANTY SECURITY

To:
Attn:

Re: Letter of Credit No. _____

Ladies and Gentlemen:

This is to advise you that all or any part of the undertakings of the Customer (as that term is defined in the above-referenced Letter of Credit) pursuant to the Development Agreement dated _____, 2017, by and between the Village of Winnetka and _____, have not been performed in accordance with said Development Agreement.

Very truly yours,

Village Manager

#48232197_v15

EXHIBIT M

TRANSFEEE ASSUMPTION AGREEMENT

THIS AGREEMENT is made as of this _____ day of _____, 201_, between the **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation ("**Village**"), **SB ONE WINNETKA, LLC**, a Delaware limited liability company ("**SB One**"), **SB WINNETKA, LLC**, a Delaware limited liability company ("**SB Winnetka**"), _____, LLC, a _____ limited liability company, and _____ ("**Transferee**").

WITNESSETH:

WHEREAS, pursuant to that certain real estate sale contract dated _____, 20__, the Transferee agreed to purchase from **[SB One/SB Winnetka/_____]** 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 **[SB One/SB Winnetka/_____]** in the Property by **[SB One/SB Winnetka/_____]**, the Transferee will have an interest in the Property; and

WHEREAS, as a condition to the conveyance of the interest in the Property by **[SB One/SB Winnetka/_____]**, the Village, SB One, SB Winnetka, and _____ require that the Transferee agree to comply with all the terms, requirements, and obligations set forth in that certain Development Agreement, dated as of _____, 2017, and recorded in the office of the Cook County Recorder on _____, 2017, as Document No. _____, by and between the Village, SB One, SB Winnetka, and _____ ("**Development Agreement**");

NOW, THEREFORE, in consideration of the agreement of **[SB One/SB Winnetka/_____]** to convey its/their interest in the Property to the Transferee, and of the Village, **[SB One/ SB Winnetka/_____]**, and of Transferee 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, SB One, SB Winnetka, _____, 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, **[SB One/SB Winnetka/_____]**.
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 shall 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 [SB One/SB Winnetka/]**. The Village hereby acknowledges its 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 hereby releases **[SB One/SB Winnetka/]** 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 WINNETKA,
an Illinois home rule municipal corporation

Village Clerk

By: _____
Its: Village Manager

ATTEST:

SB ONE WINNETKA, LLC,
A Delaware limited liability company

By: _____
Its: _____

By: _____
Its: _____

ATTEST:

SB WINNETKA, LLC,
a Delaware limited liability company

By: _____
Its: _____

By: _____
Its: _____

[Other Transferors To Be Determined]

ATTEST:

[TRANSFEREE]

By: _____
Its: _____

By: _____
Its: _____

STATE OF _____)
) SS.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 201_, by _____, the _____ of _____, an _____ limited liability company, and by _____, the _____ of said limited liability company.

Given under my hand and official seal this ____ day of _____, 201_.

Notary Public

My Commission expires: _____

SEAL

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

This instrument was acknowledged before me on _____, 201_, by _____ the _____ of [TRANSFEREE], and by _____, the _____ of [TRANSFEREE].

Signature of Notary

SEAL

EXHIBIT N
LIMITED GUARANTY OF COMPLETION

EXHIBIT N

LIMITED GUARANTY OF COMPLETION

THIS LIMITED GUARANTY OF COMPLETION ("**Guaranty**") is dated as of _____ by _____, a limited partnership ("**Guarantor**"), for the benefit of the **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation ("**Village**").

RECITALS:

WHEREAS, the Village and SB One Winnetka, LLC and SB Winnetka, LLC, and _____ ("**Developer**") are parties to that certain Development Agreement dated _____, 2017, a true and complete copy of which is attached hereto as **Exhibit A** ("**Development Agreement**"); and

WHEREAS, pursuant to the Redevelopment Agreement, the Village has agreed to convey certain property to the Developer (as defined in the Redevelopment) and to undertake certain other obligations and actions, including the approval of a planned development for the Developer's proposed redevelopment of certain property in the Village ("**Development**," as defined and described in the Development Agreement); and

WHEREAS, Developer has agreed to undertake the Development in accordance with the terms and conditions of the Development Agreement ("**Developer's Obligations**"); and

WHEREAS, Guarantor has a financial interest in Developer, and in consideration of the Village's performance of its obligations in the Development Agreement, Guarantor has agreed to provide this Guaranty to the Village to secure Developer's performance of Developer's Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Guarantor hereby agrees as follows:

1. **Definitions.** Words and phrases not otherwise defined herein shall have the meaning set forth in the RDA.

2. **Performance Guaranty.**

(a) Guarantor hereby, absolutely, unconditionally and irrevocably agrees that Guarantor will cause the Developer's Obligations to be performed, completed and paid for substantially in the manner and at the applicable times required to be so performed, completed and paid for by Developer under the Development Agreement, to the extent that Developer fails to do so at any and all applicable times.

(b) Within 30 days of receipt of a written demand for performance or payment under this Guaranty by the Village, Guarantor will (1) as applicable, commence, or cause to be commenced, performance of the Developer's Obligations and to diligently pursue performance thereof to completion and to thereafter cause the Developer's Obligation to be performed.

3. **Representations and Warranties.** The following shall constitute representations and warranties of Guarantor, and Guarantor hereby acknowledges that the Village is entering into the Development Agreement and performing its obligations thereunder:

(a) Guarantor is not in default and no event has occurred that with the passage of time and/or the giving of notice will constitute a default under any agreement to which Guarantor is a party, the effect of which will impair performance by Guarantor of its obligations under this Guaranty. Neither the execution and delivery of this Guaranty nor compliance with the terms and provisions hereof will violate any applicable law, rule, regulation, judgment, decree or order, or will conflict with or result in any breach of any of the terms, covenants, conditions or provisions of any indenture, mortgage, deed of trust, instrument, document, agreement or contract of any kind that creates, represents, evidences or provides for any lien, charge or encumbrance upon any of the property or assets of Guarantor, or any other indenture, mortgage, deed of trust, instrument, document, agreement or contract of any kind to which Guarantor is a party or to which Guarantor may be subject.

(b) There is not any litigation, arbitration, governmental or administrative proceedings, actions, examinations, claims or demands pending, or to Guarantor's knowledge, threatened that could adversely affect performance by Guarantor of its obligations under this Guaranty.

(c) Neither this Guaranty nor any statement or certification as to facts previously furnished or required herein to be furnished to the Village, its advisors or agents, by Guarantor, contains any material inaccuracy or untruth in any representation, covenant or warranty or omits to state a fact material to this Guaranty.

(d) Guarantor has an ownership interest in Developer, and as such will receive realizable commercial value from the Village's granting the zoning relief necessary for the Development and undertaking its obligations to Developer under the Development Agreement.

4. **Continuing Guaranty.** Guarantor agrees that performance of the Developer's Obligations by Guarantor shall not be subject to any counterclaim, set-off, abatement, deferment or defense based upon any claim that Guarantor may have against the Village (with the exception of any counterclaim, set-off, abatement, deferment or defense based upon any claim that Developer may have against Village), Developer, any other guarantor of Developer's obligations or any other person or entity, and shall remain in full force and effect without regard to, and shall not be released, discharged or affected in any way by, any circumstance or condition (whether or not Guarantor shall have any knowledge thereof), including without limitation:

(a) any failure, omission or delay on the part of the Village, the Developer, the Guarantor, or any other party to conform or comply with any term of the Development Agreement or any failure by any party to give any notice required under the Development Agreement, unless any such failure, omission or delay on the part of the Village constitutes a material breach of the Development Agreement, in which case the said release herein shall be of no force and effect, and Guarantor shall be entitled to pursue any available counterclaim, set-off, abatement, deferment or defense that Guarantor may have against the Village as a result thereof;

(b) any waiver, compromise, release, settlement or extension of time of payment or performance or observance of any of the obligations or agreements contained in the Development Agreement;

(c) any action or inaction by any party under or in respect of the Development Agreement, any failure, lack of diligence, omission or delay on the part of the Village to perfect, enforce, assert or exercise any lien, security interest, right, power or remedy conferred on it in the Development Agreement, or any other action or inaction by any party; provided, however, that in the event such action or inaction or failure, lack of diligence, omission or delay on the part of the Village is material in nature, then this Section 4, including without limitation the release herein, shall be of no force and effect and Guarantor shall be entitled to pursue any available counterclaim, set-off, abatement, deferment or defense that Guarantor may have against the Village as a result thereof;

(d) any voluntary or involuntary bankruptcy, insolvency, reorganization, arrangement, readjustment, assignment for the benefit of creditors, composition, receivership, liquidation, marshalling of assets and liabilities or similar events or proceedings with respect to Retail Developer, Guarantor, or any of their respective property or creditors, or any action taken by any trustee or receiver or by any court in any such proceeding;

(e) any merger or consolidation of Developer or Guarantor into or with any entity, or any sale, lease or transfer of any portion of the Development to any other person or entity; or

(f) any change in the ownership of Developer or Guarantor or any change in the relationship between such parties, or any termination of any such relationship.

5. **Waivers.** Guarantor expressly and unconditionally waives (i) notice of any of the matters referred to in Section 4 above, (ii) all notices which may be required by statute, rule of law or otherwise, now or hereafter in effect, to preserve intact any rights against Guarantor, including, without limitation, any demand, presentment and protest, proof of notice of non-payment under the Development Agreement and notice of any default or any failure on the part of Developer, Guarantor or any other party to perform or comply with any covenant, agreement, term or condition of the Development Agreement, (iii) any right to the enforcement, assertion or exercise against Developer, Guarantor or any other party of any right or remedy conferred under the Development Agreement, (iv) any requirement of diligence on the part of any person or entity, and (v) any requirement to exhaust any remedies or to mitigate the damages resulting from any default under the Development Agreement.

6. **Subordination.** Guarantor agrees that any and all present and future debts and obligations of Developer to Guarantor hereby are subordinated to the claims of the Village and hereby are assigned by Guarantor to the Village as security for Developer's obligations under the Development Agreement and Guarantor's obligations under this Guaranty.

7. **Enforcement Costs.** If: (a) this Guaranty, is placed in the hands of one or more attorneys for collection or is collected through any legal proceeding; (b) one or more attorneys is retained to represent the Village in any bankruptcy, reorganization, receivership or other proceedings affecting creditors' rights and involving a claim under this Guaranty; or (c) one or more attorneys is retained to represent the Village in any other proceedings whatsoever in connection with this Guaranty, then Guarantor shall pay to the Village upon demand all

reasonable fees, costs and expenses incurred by the Village in connection therewith, including, without limitation, reasonable attorney's fees, court costs and filing fees (all of which are referred to herein as "**Enforcement Costs**"), in addition to all other amounts due hereunder. Any such Enforcement Costs shall also be included as part of and subject to the liability limitation set forth in Section 2(a)(ii) hereof.

8. **Successors and Assigns; Several Liability.** This Guaranty shall be binding on Guarantor and the successors and assigns of Guarantor. It is agreed that the undersigned's liability hereunder is several and independent of any other guarantees or other obligations at any time in effect with respect to Developer's obligations or any part thereof and that Guarantor's liability hereunder may be enforced regardless of the existence, validity, enforcement or non-enforcement of any such other guarantees or other obligations.

9. **No Waiver of Rights.** No delay or failure on the part of the Village to exercise any right, power or privilege under this Guaranty or of the Development Agreement shall operate as a waiver thereof, and no single or partial exercise of any right, power or privilege shall preclude any other or further exercise thereof or the exercise of any other power or right, or be deemed to establish a custom or course of dealing or performance between the parties hereto. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law. No notice to or demand on Guarantor in any case shall entitle Guarantor to any other or further notice or demand in the same, similar or other circumstance.

10. **Modification.** The terms of this Guaranty may be waived, discharged, or, other than as set forth in Section 11 hereof, terminated only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. No amendment, modification, waiver or other change of any of the terms of this Guaranty shall be effective without the prior written consent of the Village and Guarantor.

11. **Termination.** This Guaranty shall terminate upon Developer's satisfaction of the Developer's Obligations pursuant to the Development Agreement.

12. **Joinder.** Any action to enforce this Guaranty may be brought against Guarantor without any reimbursement or joinder of Developer or any other party in such action.

13. **Severability.** If any provision of this Guaranty is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any court, Guarantor and the Village shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this Guaranty and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected thereby and shall remain in full force and effect.

14. **Notice.** All notices, communications and waivers under this Guaranty shall be in writing and shall be (i) delivered in person or (ii) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or (iii) by overnight express carrier, addressed in each case as follows:

To the Village:

Village of Winnetka
510 Green Bay Road
Winnetka, Illinois 60093
Attention: Village Manager

In each case with a copy to:

Holland & Knight LLP
131 South Dearborn, 30th Floor
Chicago, Illinois 60603
Attention: Peter Friedman, Village Attorney

To the Guarantor:

With a copy to:

or to any other address as to any of the parties hereto, as such party shall designate in a written notice to the other party hereto. All notices sent pursuant to the terms of this Section 14 shall be deemed received (i) if personally delivered, then on the date of delivery, (ii) if sent by overnight, express carrier, then on the next federal banking day immediately following the day sent, or (iii) if sent by registered or certified mail, then on the earlier of the third federal banking day following the day sent or when actually received.

15. **CONSENT TO JURISDICTION.** TO INDUCE THE VILLAGE TO ACCEPT THIS GUARANTY, GUARANTOR IRREVOCABLY AGREES THAT, SUBJECT TO THE VILLAGE'S SOLE AND ABSOLUTE ELECTION, ALL ACTIONS OR PROCEEDINGS IN ANY WAY ARISING OUT OF OR RELATED TO THIS GUARANTY WILL BE LITIGATED IN UNITED STATES DISTRICT COURTS HAVING SITUS IN THE NORTHERN DISTRICT OF ILLINOIS. GUARANTOR HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY COURT HAVING SITUS IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS.

16. **WAIVER OF JURY TRIAL.** GUARANTOR AND THE VILLAGE (BY ACCEPTANCE HEREOF), HAVING BEEN REPRESENTED BY COUNSEL, EACH KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS GUARANTY OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. GUARANTOR AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST THE VILLAGE ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES EXCEPT FOR CLAIMS ARISING OUT OF THE VILLAGE'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of the date first above written.

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EXHIBIT O
HADLEY INSTITUTE PLAN

HADLEY INSTITUTE PLAN

The One Winnetka team will include pedestrian safety elements in the final Civil engineering design and construction phase logistics plans. The Village has to review and approve the plans and the One Winnetka team will coordinate with the Hadley Institute during the design process.

The following pedestrian safety measures will be considered for inclusion in the final Civil engineering design plans:

- Tactile sidewalk materials, including domed pavement.
- Tactile pathway systems at sidewalks and roadway crossings, such as the Armor Tile detectable guidance tile.
- In-pavement heating system to keep sidewalks clear of snow and ice.
- Streetscape plan with restaurant seating along the curb between the parkway trees to allow for a clear pedestrian pathway adjacent to the buildings.
- Driveway exit audible/visual warning systems at the Elm Street public parking facility, similar to devices that are commonly used at garage exits.
- Warning systems at pedestrian crosswalks, such as the TAPCO LaneLight in-road warning lights.
- Add a mid-block crossing of Lincoln Avenue at the pedestrian bridge across the Metra tracks.

The following pedestrian safety measures will be considered for inclusion in the final construction phase logistics plan:

- Temporary pedestrian crossing of Elm Street at Arbor Vitae, including a crosswalk warning system.
- Four-way stop at the Lincoln/Elm intersection, including a crosswalk warning system.

Tactile Systems

DETECTABLE GUIDANCE

The detectable guidance tile is to be used as a tactile pathway for the visual community at pedestrian crossings in roadways. The integral embedment flanges are the complete anchoring system for a new construction application and is available in many different sizes.

Features:

- lowest cost installation
- integral embedment flanges are the complete anchoring system
- installed at less than 1/4" above adjacent surface for detectability
- size available; 4"x24"

Armor-Tile™ Detectable Guidance Tactile Detectable Warning Surface products for the following and many more applications.

- Curb Ramps
- Pedestrian Crossing
- Vehicular Passage Ways
- Parking Areas
- Escalator Approaches
- Top of Stair Landings and Wheelchair Ramps
- Transit Platforms
- Multi Modal Transit Stations



Available Product Colors

Federal Yellow	#33538
Ochre Yellow	#23594
Brick Red	#22144
Colonial Red	#20109
Ocean Blue	#15187
Onyx Black	#17038
Dark Gray	#36118
Light Gray	#26280
Pearl White	#37875

DETAILED GUIDANCE SYSTEM DRAWINGS

PART NUMBER AND TILE SIZE	AGT-S023-0424-SRT5 4"x24"
PDF	
AUTOCAD	
CAD DETAIL	

GUIDANCE SYSTEM SPECIFICATIONS

California ADA Compliant Specification Including Installation Instructions - PDF	
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INSTALLATION INSTRUCTIONS

Detailed Installation Instructions - PDF	
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TAPCO LaneLight In-Road Warning Lights

In-road lights alert motorists to the presence of a pedestrian crossing or preparing to cross the street. The amber lights are embedded in the pavement on both sides of the crosswalk and oriented to face oncoming traffic. TAPCO LaneLight in-road warning lights produce a bright, daytime-visible light focused directly in the driver's line of sight clearly indicating the curve, hazard, crosswalk, variable lane, or lane edge. This requires no interpretation by the driver resulting in increased visibility.

When the pedestrian activates the system, either by using a push-button or through detection from an automated device, the lights begin to flash in unison, warning the motorist that a pedestrian is in the vicinity of the crosswalk ahead. The flashing LEDs shut off after a set period of time, i.e., the time required for a pedestrian to safely cross the street.

Industry leading 3 million candela/m² LED output for full daytime visibility



Features & Advantages

- Industry leading ultra-bright 3 million candela/m² LED output for full daytime visibility
- Snowplow-safe
- Flat profile in road, bike-safe
- Maintenance-free design
- Automatic night dimming
- Standard or enhanced flash
- Variety of activation devices and methods
- Environmentally friendly
- Low power consumption
- Solar-power option
- Economical
- Ideal for mid-block locations
- MUTCD compliant
- 5 year warranty

RRFB and In Lane Light

RRFB and in lane light warning system on crosswalk.



[Watch video »](#)



Optional Push Button or Button Station

- Activated with less than 2 lbs force
- Provides two-tone audible confirmation as well as visual confirmation
- Cannot be jammed or stuck in "on" position
- Wind, hail and vibrations have no effect
- Superior grade pre-treatment and powder coat
- Stainless steel button cap
- Meets ADA, MUTCD and TAC requirements
- Transient protection that meets and exceeds NEMA specifications



Optional BlinkLink™ Web-based Traffic Device Monitor & Control Software System

Monitor BlinkerSign® and other ITS device status from any web-enabled computer. Comprehensive management of all device settings, schedules and messages. Real-time information allows you to respond immediately to changing situations.

[Learn More »](#)

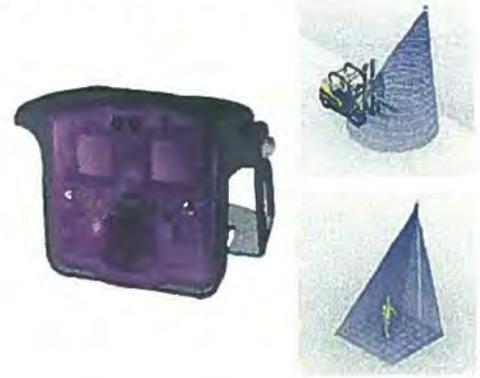


Optional Wireless Bollard

Pedestrians and bicyclists can passively trigger flashing BlinkerSign® LED signs, in-pavement LEDs, beacon warning systems and other ITS devices. Actuators are housed in anodized aluminum cabinets that can be secured to concrete or asphalt.

- Install virtually anywhere, utilizing wireless control if needed
- Designed to interface with ITS devices
- Dependable, precise control with minimal maintenance
- Battery operated: no grid wiring required
- No trenching or concrete cutting required





Optional Motion and Presence Detector

Active infrared and microwave technologies work together to provide precise presence and accurate vehicle and pedestrian motion detection.

- Mountable between 8' and 16'
- Impervious to light, sun rain and snow
- Housing is rated NEMA-4

Brochure for In-road Warning Lights

[IWS-in-road-warning-lights.pdf](#) | file size: 920kb

Pedestrian Crosswalk Solutions

[1005-00117-keeping-pedestrians-safe.pdf](#) | file size: 4.5mb



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Use our online form



Discuss Options With Us

Call us at 1-800-236-0112

Other Activation Methods Available

Do you have a unique problem requiring a custom activated BlinkerSign® system? For years TAPCO has been providing custom stand-alone solar solutions. These electrical grid independent systems provide reliable warning when needed most-in harsh environments, dangerous areas and remote locations.

- Climate activation (fog, snow, ice, wind, etc.)
- In-ground inductive loop
- Temperature sensor
- Water sensor (flood detection)
- Overheight detection

Request quote

ATTACHMENT C
EXCERPT OF 9-20-2016 VILLAGE COUNCIL MEETING

**EXCERPT MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR MEETING September 20, 2016**

A record of a legally convened regular meeting of the Council of the Village of Winnetka, which was held in the Village Hall Council Chambers on Tuesday, September 20, 2016, at 7:00 p.m.

1) Call to Order. President Greable called the meeting to order at 7:00 p.m. Present: Trustees Andrew Cripe, William Krucks, Penfield Lanphier, Scott Myers, Christopher Rintz and Kristin Ziv. Absent: None. Also present: Village Manager Robert Bahan, Assistant Village Manager Megan Pierce, Village Attorney Peter M. Friedman, Community Development Director Mike D'Onofrio, and approximately 90 persons in the audience.

- a) One Winnetka Preliminary Planned Development (continued). President Greable reviewed the Council's One Winnetka preliminary planned development application process to-date. He requested the members of the audience refrain from repeating a comment or question that is already a part of the public record, in order to give the Council ample time to deliberate.
- Mr. D'Onofrio explained that, in response to the Council's requests at the July 27 Special Meeting, the developer has submitted renderings of the Lincoln Avenue elevation, an updated traffic study, and a survey of peak traffic times.

Agenda Packet P. 6

David Trandel, Stonestreet Partners. Mr. Trandel thanked the Council for its time and consideration and asked if there were any further questions.

The Trustees asked questions relating to the height changes in the July plan revisions, economic viability, design elements, landscaping around the parking garage, and when the project might be started. Special concern was raised about the safety of the Hadley School's employees, and confirmation was received that the Village is not being asked to provide any funding for the proposal.

Attorney Friedman was requested to draft a development agreement along with any potential approval Ordinance, in light of the many concerns expressed by the community and Council.

Next, President Greable called for public comment.

John McLinden, former Design Review Board Chair and Winnetka resident; Steve Fallick, Chicago; Sherry Molitor, Scott Street; Vickie Hofstetter, Oui Madame; Rob Neumann, 610 Sheridan Road; Mark Madigan, Winnetka; Jim Radler, 57 Warwick; Maria Kurt, French Institute; Debbie Guillod, 1301 Forest Glen; Kate Shapiro, Kid Motion; Terry Franke, 566 Lincoln Avenue. The foregoing audience members spoke in favor of approving the preliminary application.

Louise Holland, 545 Oak Street; Nan Greenough, 500 Maple Street; Juanita Nicholson, 554 Arbor Vitae; David Humphrey, Willow Road; Bob Humphrey, Winnetka; Rhonda Miller, 460 Green Bay Road; Mary Hickey, 740 Sheridan Road; Michael Levitin, 507 Cedar Street; Richard Sobol; Carmen Fosco, 711 Oak. The foregoing audience members spoke against approval of the preliminary application.

Colleen Wunderlich, Director of Foresight at Hadley School. Ms. Wunderlich expressed concerns about the safety for visually impaired people traversing Elm Street in front of the proposed development. The Council requested that the Village, developer and Hadley School work together to devise a safety plan for pedestrians, especially the visually impaired and children.

Mead Montgomery, Old Green Bay Road. Mr. Montgomery asked if the Village knows what the economic impact would be if the project ran into financial trouble in the event of another economic recession.

Louise Holland 545 Oak. Ms. Holland asked if the Fell site demolition request would come before the Landmark Preservation Commission if the project is approved; Attorney Freidman replied in the affirmative.

Jane Dearborn, Arbor Vitae. Ms. Dearborn asked for clarification about commercial traffic ingress and egress. Mr. Trandel said both the Elm Street and Lincoln Avenue exits will have two-way traffic. The 25-foot setback between One Winnetka and 711 Oak was developed with the intent to allow trucks to turn around instead of backing up and creating noise issues.

Next, President Greable asked for Trustee comments and their position on the preliminary application.

Trustee Rintz congratulated President Greable on a thorough preliminary application process, which included over eight hours of public comment, and gave the community most of the summer to examine the project on the Village website and to discuss it. He said the size and location of the project have potential to create a catalytic change in downtown Winnetka. What started out as a horrible deal for the Village was revised so that no public money will be contributed to a private development. The Village's financial consultant, CBRE, brought a high level of expertise to the process and quantified the benefits to the community. He noted a lot of the concerns expressed, such as performance security, safety, service vehicles, seismic monitoring, etc., can be dealt with in the development agreement. Other issues of concern deal primarily in subjective issues such as design and mass. He pointed out that the Council must necessarily focus on benefits to the community, in the form of \$6.7 million in estimated improvements, including streetscape enhancements on both sides of Elm Street and a public parking garage under Lincoln Avenue. Finally, he said he was in favor of approving the preliminary application.

Trustee Ziv said the proposal has evolved substantially during the preliminary approval process, and the Village got everything it asked for: less height, less underground parking, and streetscape improvements on both sides of Elm Street. In addition, the Village's financial consultant for the project, CBRE, has reported that the benefits are worth \$6.7 million, which does not include intangibles like the revitalization of the Elm Street business district. She explained the Council must weigh costs and benefits to reach a decision in the best interests of the community, adding that she would vote in favor of the preliminary application.

Trustee Krucks, explained that he took direction from the recently completed Downtown Master Plan, which revealed strong community support for vibrant retail, restaurants, and diverse venues, as well as housing alternatives – especially condominiums and townhomes. He noted that all of these things will require new development, and One Winnetka will provide these public benefits: housing choices, retail activity and restaurants. He concluded that bricks and mortar do not make Winnetka great – its people, institutions and schools do, and the Village needs to stay attractive to young people and families. Therefore, he would be in favor of approving the preliminary application.

Trustee Cripe said the question boils down to whether Winnetka is better off with or without approval of the project. He explained that a developer could easily design a bulkier project

with less visual appeal without requesting any zoning exceptions. He noted that the Comprehensive Plan embraces the concept of increased density in the downtowns next to the train stations, adding that the revised proposal offers great benefits to Winnetka.

Trustee Lanphier said she has heard support from the community about improving Winnetka's retail base, but she also wanted to think about the project in terms of the advisory board recommendations. She expressed disappointment with the revised plan, since mass was shifted to the east building from the west elevation, and she voiced concern over pedestrian safety issues. She urged the Council to revisit the proposal and do more deliberation, as she felt there is more work to be done. She said if she were to vote on the plan tonight, she would vote no.

Trustee Myers said the Village needs to recognize that the economic world has changed and Winnetka is competing in a very different environment. He explained that while the Comprehensive Plan voices a desire for English Tudor and Georgian Revival architecture, Winnetka does not have a design ordinance and as such cannot dictate architecture. This gave him pause to turn down the application based on design, and he added that variety is encouraged in the Village. He noted that a vote against the preliminary application will result in a significant delay and the site sitting empty for years to come. Taking into account the benefits the Village will accrue, he said he would vote in favor of the proposal.

Trustee Ziv moved to direct the Village Attorney to draft a preliminary planned development ordinance and development agreement. Trustee Krucks proposed an amendment to the motion to include the words: "incorporate the changes suggested by the Trustees tonight."

Trustee Rintz, seconded by Trustee Krucks, moved to amend the original motion. The Council voted to direct the Village Attorney to draft a preliminary planned development ordinance and development agreement, and to incorporate the conditions and changes suggested by the Trustees. By roll call vote, the motion carried. Ayes: Trustees Cripe, Krucks, Myers, Rintz and Ziv. Nays: Trustee Lanphier. Absent: None.