



Regular Meeting Agenda

Sandra "Sandy" Frum Board Room
1225 Cedar Lane Northbrook, IL 60062
Tuesday, October 10, 2023

7:30 PM

- 1. ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. MINUTES APPROVAL**
 - A. September 26, 2023 Minutes for Approval

- 4. SWEARING IN OF FIRE CHIEF DAVID SCHWEIHS**

The Village Manager has appointed David Schweihs as Fire Chief effective October 9, 2023.

- 5. PUBLIC COMMENT TIME**

Please Note - Members of the public wishing to respectfully share thoughts about any matter concerning the Northbrook Board of Trustees may do so by coming to a meeting and speaking during the "Public Comment" time on general matters, or by speaking if and when comment is called during debate on a specific matter that is listed on the agenda. Members of the public can also submit a written comment via the Village's website. Each written comment submitted on the website will be delivered to each member of the Village Board prior to the meeting but will not be read out loud at the meeting unless specifically requested. Please note that while the Village Board will not immediately respond to public comments at the meeting, or engage in a back and forth discussion during the meeting, we are of course actively listening to all comments, thoughts, and suggestions. Thank you for your understanding and taking the time to contribute to the success of our community.

- 6. MANAGER'S REPORT**

- 7. WARRANT LIST**

- A. Review and Approval of Payments to be Made for September 16, 2023 thru September 30, 2023
 - B. Review and Approval of Frontage List Dated September 29, 2023

- 8. PRESIDENT'S REPORT**

Community Moment

- A. A Proclamation Recognizing October as Domestic Violence Awareness Month
 - B. A Proclamation Recognizing October 8-14, 2023 as Fire Prevention Week

- C. Commission Appointment
Appointment of Betsy Phillips to the Senior Services Commission.
- D. An Ordinance to Amend the Annual Fee Ordinance to Increase the Number of Class E Liquor Licenses for J&J Cafe
J&J Café, located in the North Shore Ice Rink, 2111 Founders Drive, has applied for a liquor license. The applicant has paid the fee, the Police Department has conducted their investigation, and J&J Café complies with the requirements of the Municipal Code. The attached ordinance amends the Annual Fee Ordinance to increase the number of Class E liquor licenses.

9. CONSENT AGENDA

The matters listed for consideration on the Consent Agenda are matters that appear to have the unanimous support of the Board of Trustees. The Village President will review, designate the resolution or ordinance number for passage and then inquire if any member of the Board or member of the public objects to any item on the Consent Agenda. If any objections are raised, the matter will be removed from the Consent Agenda and relocated to a location on this agenda for consideration during the appropriate Board Committee report. If no objection is voiced, the Village President will request a motion and second for passage of all items listed. The resultant roll call vote on the Consent Agenda will be applicable to each individual agenda item.

- A. A Resolution Approving the Annual Maintenance Renewal for Laserfiche Software from Cities Digital Inc.
This is a renewal of an annual maintenance and support agreement for Laserfiche software, the electronic content management system in use by all Village Departments.
- B. A Resolution Approving and Adopting a Village of Northbrook Investment Policy
Pursuant to the Illinois Public Funds Investment Act (30 ILCS 235/2.5), a public agency shall be governed by a written policy adopted by the public agency. While the Village has been in compliance with State of Illinois statute, a formal policy outlining permitted investment should be formalized and adopted by the Village Board. All investments referenced in the Policy for Village Board consideration are permitted under the Illinois Public Funds Investment Act (IPFIA) and are recommended by staff.
- C. A Resolution Designating Huntington Bank as an Authorized Financial Institution for the Village of Northbrook to Conduct Banking Business
The Village issues department directors and other select employees a Village-issued purchasing/credit card to assist with transacting authorized and legitimate purchases needed to conduct village business. All employees issued a purchasing card must abide with the Village's credit card policy (included herein for reference only).
- D. A Resolution Approving Edits to the Shermer-Walters Parkway ("The Triangle") Reservation SOP and Affidavit
Procedural updates have been prepared to the Shermer-Walters Parkway ("The Triangle") reservation SOP and affidavit to eliminate the public display of personal contact information, remove the indemnification and hold harmless clause, and modify the language regarding the removal of damaged or unsafe displays.
- E. A Resolution Approving a Contribution to the Northbrook Symphony Orchestra
For the Board's consideration is approval of the Northbrook Symphony Orchestra's \$10,000 contribution request with a one-time waiver of the requirement for non-profit, tax-exempt status
- F. A Resolution Approving the Release of Certain Written Minutes of Closed Session Meetings of the Village Board of Trustees
The release of certain closed session meeting minutes which the Village Board of Trustees has determined no longer require confidential treatment.

10. ADMINISTRATION AND FINANCE

11. PLANNING AND ECONOMIC DEVELOPMENT

- A. Public hearing and consideration of approval for Outdoor Seating Hours of Operation for Lazy Dog Restaurant, 992 Willow Road.
The Applicant requests approval for extended hours of operation for outdoor seating on the Subject Property. Chapter 15, Article XXIX - Food - Division 3 Outdoor Seating Areas requires that the Village Board must hold a Public Hearing regarding outdoor seating hours prior to considering:
 - i. *An Ordinance Granting Approval for Extended Hours of Operation for an Outdoor Seating Area.*
- B. Consideration of Various Actions to Approve the Zoning Relief Application of Lazy Dog Restaurant, 992 Willow Road, Plan Commission Docket No. PCD-23-09
The Applicant requests a special permit to allow three wall signs above 20 feet to be located on the existing building on the Subject Property. The Plan Commission recommends approval of the request related to wall signs.
 - i. *An Ordinance Granting a Special Permit Authorizing Wall Signs in Excess of the District Height Limit of 20 Feet in the C-5 Boulevard Commercial District.*

12. COMMUNITY AND SUSTAINABILITY

- A. 2023 Northbrook Grand Prix Debrief and Consideration of a 2024 Event
A review of the 2023 Northbrook Grand Prix event logistics and consideration of the approval documents for a 2024 event. Approval documents include a formal race agreement between Prairie State Cycling Series and the Village, and a memorandum of understanding between the Village and the Local Organizing Committee.

13. PUBLIC WORKS AND FACILITIES

14. PUBLIC SAFETY

15. COMMUNICATIONS AND OUTREACH

16. REMARKS FOR THE GOOD OF THE ORDER

17. CLOSED SESSION

18. ADJOURN

The Village of Northbrook is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe or participate in this meeting, or who have questions regarding the accessibility of the meeting or facilities, are requested to promptly contact the Village of Northbrook at (847) 272-5050, or the Illinois Relay Center at (800) 526-0844, to allow the Village of Northbrook to make reasonable accommodations for those persons.

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LISTSEPTEMBER 16, 2023 - SEPTEMBER 30, 2023
FOR 10/10/23 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
304149	3M COMPANY	SUPPLIES - PW	648.54
304190	ACCURATE EMPLOYMENT SCREENING, LLC	PROFESSIONAL SERVICES - GG	964.07
304152	ACE NORTHBROOK HARDWARE & RENTAL	SUPPLIES - PW	586.58
6041(A)	ADVANCED TREE CARE	SERVICES - PW (*)	9,857.50
304184	AL WARREN OIL CO INC	FUEL - PW	20,525.10
304203	AMANDA JAEGERS	REIMBURSEMENT - PD	105.22
6067(A)	AMAZON.COM SERVICES, INC.	SUPPLIES - PD	1,467.48
304123	AMERIGAS - PROPANE LP	SUPPLIES - PW	547.37
304204	ANGELIKA MCGEE	REIMBURSEMENT - PD	136.16
304178	APEX LANDSCAPING INC.	SERVICES - PW	150.00
6042(A)	ARLINGTON POWER EQUIPMENT	PARTS - PW	7.33
304124	AVOCATION SOFTWARE/ EAC SUBMISSIONS	AMBULANCE BILLING - FD	163.50
6049(A)	BLUE CROSS AND BLUE SHIELD OF ILLINOIS	HEALTH INSURANCE - GG	97.60
304205	BRAD GUTWILLIG	REIMBURSEMENT - PD	149.49
304206	BRETT KIM	REIMBURSEMENT - PD	53.43
304177	BUILDERS ASPHALT, LLC	MATERIALS - PW (*)	4,158.45
6045(A)	CDW GOVERNMENT INC.	EQUIPMENT - IT	2,317.67
304126	CHICAGO TRIBUNE	PUBLISHING - GG	706.62
304125	CHICAGO'S NORTH SHORE CONVENTION	ANNUAL CONTRIBUTION - DPS	43,246.00
304127	CHRISTOPHER B. BURKE ENGINEERING	PROFESSIONAL SERVICES - DPS	360.00
304218	CHRISTOPHER GORR	REIMBURSEMENT - FD	40.00
304169	CINTAS CORPORATION #2	UNIFORMS - PW	174.94
6070(A)	CLARK HILL PLC	LEGAL SERVICES - GG	1,760.50
304128	COLLEGE OF LAKE COUNTY	TRAINING - PD	1,465.00
6044(A)	COMCAST	TELECOMMUNICATIONS - IT	2,643.05
304129	COMCAST CABLE	CABLE - PW	31.56
304130	COMMONWEALTH EDISON COMPANY	UTILITIES - PW	6,912.85
304131	COSTAR REALTY INFORMATION INC.	PROFESSIONAL SERVICES - DPS	3,059.70
304173	CUMMINS SALES AND SERVICE	PARTS - PW	178.82
304207	DENISE JASSO	REIMBURSEMENT - PD	167.69
304200	DPM AUTO PROS LLC	MAINTENANCE - PD	175.00
304201	DPM AUTO PROS LLC	MAINTENANCE - PD	175.00
304202	DPM AUTO PROS LLC	MAINTENANCE - PD	175.00
304198	DRAIN & PLUMBING SERVICES	SERVICES - PW (*)	3,038.00
304132	EL-COR INDUSTRIES, INC.	PARTS - PW	3,942.91
6069(A)	ELROD FRIEDMAN LLP	LEGAL SERVICES - GG	68,902.21
304133	EMERGENCY MEDICAL PRODUCTS INC	SUPPLIES - FD	33.00
304174	ENABLEPOINT INC.	ANNUAL SUBSCRIPTION - IT	7,200.00
304183	ENVIRONMENTAL PRODUCTS	PARTS - PW	236.38
304208	ERIC GUSTASON	REIMBURSEMENT - PD	42.75
304134	FEDEX	SERVICES - PD	24.95
304194	FGM ARCHITECTS INC	PROFESSIONAL SERVICES - PW (*)	5,470.00
6065(A)	FIRE SAFETY CONSULTANTS, INC	PROFESSIONAL SERVICES - FD	535.00
6066(A)	FIRST CHOICE COFFEE SERVICES	CANTEEN - GG	145.66
304135	FOOT STONE, INC.	PROFESSIONAL SERVICES - PW	300.00
304136	FORCE AMERICA DISTRIBUTING LLC	PARTS - PW	2,340.00
304180	FRIES AUTOMOTIVE SERVICE'S INC.	SERVICES - PW	1,500.00
304195	FULLIFE SAFETY, LLC	SERVICES - PW	166.00
6046(A)	GALLS, LLC	UNIFORMS - PD	748.08
304139	GEWALT HAMILTON ASSOCIATES, INC.	PROFESSIONAL SERVICES - PW (*)	37,587.50
304223	GIL SEREBNIZKI	VEHICLE STICKER REFUND - FIN	15.00
304137	GOLF MILL FORD	PARTS - PW	1,260.80

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LISTSEPTEMBER 16, 2023 - SEPTEMBER 30, 2023
FOR 10/10/23 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
6047(A)	GRAINGER	SUPPLIES - PW	1,202.41
6071(A)	GRANITE TELECOMMUNICATIONS, LLC	TELECOMMUNICATIONS - IT	3,091.33
304138	GRAPHICS 2000 INC.	SUPPLIES - FIN	1,736.30
304176	GRIFFON SYSTEMS, INC	SERVICES - PW	15,856.00
6048(A)	HAVEY COMMUNICATIONS, INC.	PARTS - PW	118.80
304140	HOME DEPOT CREDIT SERVICES	SUPPLIES - PW	531.82
304141	HUB INTERNATIONAL MIDWEST LTD.	PROFESSIONAL SERVICES - GG	20.00
304181	IL DEPARTMENT OF INNOVATION	TELECOMMUNICATIONS - IT	3,667.82
304142	ILLINOIS DEPARTMENT OF AGRICULTURE	MEMBERSHIP - PD	200.00
304143	IMAGE SPECIALTIES OF GLENVIEW	BUNKER GEAR - FD	352.00
304175	INSIGHT PUBLIC SECTOR, INC	ANNUAL SUBSCRIPTION - IT	23.04
304144	INSITUFORM TECHNOLOGIES USA, INC	PROFESSIONAL SERVICES - PW (*)	211,499.81
304188	INVERIS TRAINING SOLUTION, INC	TRAINING - PD	470.56
304179	J & B SOLUTIONS TO HEALTHY TREES	SERVICES - PW	7,037.00
6059(A)	J.F. WAGNER PRINTING COMPANY	PRINTING - GG	2,250.00
304145	J.G. UNIFORMS, INC.	UNIFORMS - PD	1,049.68
304209	JAKE PAWLICKI	REIMBURSEMENT - PD	265.97
304210	JAMES FRIEL	REIMBURSEMENT - PD	50.83
304211	JAMISON HANSELMAN	REIMBURSEMENT - PD	486.05
304212	JESSICA MOSS	REIMBURSEMENT - PD	300.00
304213	JONATHAN SALMI	REIMBURSEMENT - PD	141.41
304170	LABSOURCE, INC.	SUPPLIES - FD	710.88
304146	LEACH ENTERPRISES, INC	PARTS - PW	2,456.40
304147	LIBERTYVILLE CHEVROLET INC	PARTS - PW	254.90
6051(A)	LOGSDON OFFICE SUPPLY	SUPPLIES - PD	686.30
6054(A)	M.E.S.	MAINTENANCE - FD	55.00
6068(A)	MACQUEEN EMERGENCY GROUP	PARTS - PW	2,602.58
304219	MAUREEN MORRISSEY	REIMBURSEMENT - FD	56.84
6052(A)	MEADE INC.	SERVICES - PW (*)	2,334.50
304148	MENONI & MOCOGNI, INC.	MATERIALS - PW (*)	6,843.00
304193	MESCADA LLC	SERVICES - PW	6,812.50
304214	MICHAEL OVER	REIMBURSEMENT - PD	30.00
304192	MIDWEST POWER INDUSTRY, INC	SERVICES - PW (*)	6,465.00
6072(A)	MONICA ARGUMEDO, MD, LLC	PROFESSIONAL SERVICES - PD	250.00
304150	MONToya TREE SERVICE INC	SERVICES - PW	950.00
6053(A)	MOTOROLA SOLUTIONS, INC.	PROFESSIONAL SERVICES - PD	4,942.64
304187	MUNICIPAL SYSTEMS LLC	ANNUAL MAINTENANCE - IT	1,255.83
304182	NAPA AUTO PARTS	PARTS - PW	618.87
304215	NEBOJSA DJURDJEVIC	REIMBURSEMENT - PD	49.85
6055(A)	NEMETH GLASS OF ILLINOIS, INC.	SERVICES - PW	225.00
304153	NICOR	UTILITIES - PW	52.05
304220	NOAH CLOHISY	REIMBURSEMENT - FD	160.00
304151	NORTH AMERICAN CORPORATION OF IL	SUPPLIES - PW	2,027.34
304186	NORTH SHORE LAWNSPRINKLER	SERVICES - PW	1,241.50
6056(A)	NORTHBROOK CHAMBER OF COMMERCE	CONFERENCE - GG	350.00
304154	NORTHSORE OMEGA	SERVICES - PW	3,302.00
304156	NORTHWEST FREIGHTLINER	PARTS - PW	859.43
304155	NORTHWEST POLICE ACADEMY	MEMBERSHIP - PD	75.00
304191	PACE ANALYTICAL SERVICES, LLC	SERVICES - PW	2,513.40
304157	PADDOCK PUBLICATIONS, INC.	PROFESSIONAL SERVICES - DPS	118.50
6057(A)	PARKMOBILE, LLC	SERVICES - PW	4,279.33
304222	PETE MENSCHING	REIMBURSEMENT - FD	1,872.20

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6058(A)	POMP'S TIRE SERVICE, INC.	SERVICES - PW	5,547.64
304199	PROFORM TECHNOLOGIES, INC.	SUPPLIES - DPS	610.00
304158	PUMPBIZ, INC.	SUPPLIES - PW	74.50
6060(A)	REALTY & MORTGAGE CO.	SHF EXPENSE REIMB - FIN	18,988.81
304159	REGIONAL EMERGENCY DISPATCH CENTER	DISPATCH - FD	50,110.00
304216	RICHARD RASH	MEMBERSHIP - PD	15.00
6061(A)	ROLLABELS INK, INC.	SUPPLIES - DPS	939.00
304160	ROSATI'S PIZZA	TRAINING - FD	86.97
6043(A)	ROSE MARY JURINEK	PROFESSIONAL SERVICES - PD	1,080.00
304161	SENTINEL TECHNOLOGIES, INC.	EQUIPMENT - IT	16,672.56
304162	SHERMAN MECHANICAL INC.	SERVICES - PW	284.00
304163	SHERWIN WILLIAMS	SUPPLIES - PW	146.87
6062(A)	SMITH ECOLOGICAL SYSTEMS CO.	PROFESSIONAL SERVICES - PW	2,857.08
304164	SNAP-ON INCORPORATED	PARTS - PW	472.38
304165	STANDARD EQUIPMENT COMPANY	PARTS - PW	3,709.32
304166	STANDARD INDUSTRIAL & AUTOMOTIVE	SERVICES - PW	375.00
304167	SUNSET FOOD MART, INC.	CATERING - GG	1,170.24
304224	SUZIE WILSON	UTILITY REFUND - FIN	194.70
304196	TASCA CHEVROLET	SERVICES - PW	2,300.00
304217	TERESA DREWES	K-9 SUPPLIES - PD	1,329.75
304172	THE BLUE LINE	PUBLICATIONS - PD	447.00
304189	TODAY'S UNIFORMS INC.	UNIFORMS - FD	3,184.75
304221	TOM LONGAKER	REIMBURSEMENT - FD	29.52
304168	TOTAL PARKING SOLUTIONS, INC.	PROFESSIONAL SERVICES - PW (*)	4,956.00
304171	UNIVERSITY OF ILLINOIS	TRAINING - PD	300.00
304197	US DIGITAL DESIGNS BY HONEYWELL	ANNUAL MAINTENANCE - IT	8,967.35
6050(A)	USABLUEBOOK	SUPPLIES - PW	2,377.32
6064(A)	USALCO	PROFESSIONAL SERVICES - PW	4,402.13
304185	VERIZON CONNECT NWF INC.	SERVICES - PW	1,516.48
6063(A)	WEIDNER FARMS MATERIAL INC.	MATERIALS - PW (*)	6,176.16
CLASS 'A' TOTAL			680,817.66

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST

SEPTEMBER 16, 2023 - SEPTEMBER 30, 2023
FOR 10/10/23 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
CLASS 'B' WARRANTS			
390(E) 9/29/23	LOWE'S PAYROLL	SUPPLIES - PW 9/29/2023 PAYROLL	1,388.96 1,007,939.63
CLASS 'B' TOTAL			
		REPORT TOTAL	1,009,328.59
			1,690,146.25

by roll call vote of the Northbrook Village Board of Trustees at a duly noticed official meeting on the _____ day
of 20 _____.

Village President

ATTEST: _____

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
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6069(A)	ELROD FRIEDMAN LLP	LEGAL SERVICES - GG	68,902.21
304159	REGIONAL EMERGENCY DISPATCH CENTER	DISPATCH - FD	50,110.00
304125	CHICAGO'S NORTH SHORE CONVENTION	ANNUAL CONTRIBUTION - DPS	43,246.00
304139	GEWALT HAMILTON ASSOCIATES, INC.	PROFESSIONAL SERVICES - PW (*)	37,587.50
304184	AL WARREN OIL CO INC	FUEL - PW	20,525.10
6060(A)	REALTY & MORTGAGE CO.	SHF EXPENSE REIMB - FIN	18,988.81
304161	SENTINEL TECHNOLOGIES, INC.	EQUIPMENT - IT	16,672.56
304176	GRIFFON SYSTEMS, INC	SERVICES - PW	15,856.00
6041(A)	ADVANCED TREE CARE	SERVICES - PW (*)	9,857.50
304197	US DIGITAL DESIGNS BY HONEYWELL	ANNUAL MAINTENANCE - IT	8,967.35
304174	ENABLEPOINT INC.	ANNUAL SUBSCRIPTION - IT	7,200.00
304179	J & B SOLUTIONS TO HEALTHY TREES	SERVICES - PW	7,037.00
304130	COMMONWEALTH EDISON COMPANY	UTILITIES - PW	6,912.85
304148	MENONI & MOCOGNI, INC.	MATERIALS - PW (*)	6,843.00
304193	MESCADA LLC	SERVICES - PW	6,812.50
304192	MIDWEST POWER INDUSTRY, INC	SERVICES - PW (*)	6,465.00
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6058(A)	POMP'S TIRE SERVICE, INC.	SERVICES - PW	5,547.64
304194	FGM ARCHITECTS INC	PROFESSIONAL SERVICES - PW (*)	5,470.00
304168	TOTAL PARKING SOLUTIONS, INC.	PROFESSIONAL SERVICES - PW (*)	4,956.00
6053(A)	MOTOROLA SOLUTIONS, INC.	PROFESSIONAL SERVICES - PD	4,942.64
6064(A)	USALCO	PROFESSIONAL SERVICES - PW	4,402.13
6057(A)	PARKMOBILE, LLC	SERVICES - PW	4,279.33
304177	BUILDERS ASPHALT, LLC	MATERIALS - PW (*)	4,158.45
304132	EL-COR INDUSTRIES, INC.	PARTS - PW	3,942.91
304165	STANDARD EQUIPMENT COMPANY	PARTS - PW	3,709.32
304181	IL DEPARTMENT OF INNOVATION	TELECOMMUNICATIONS - IT	3,667.82
304154	NORTHSHORE OMEGA	SERVICES - PW	3,302.00
304189	TODAY'S UNIFORMS INC.	UNIFORMS - FD	3,184.75
6071(A)	GRANITE TELECOMMUNICATIONS, LLC	TELECOMMUNICATIONS - IT	3,091.33
304131	COSTAR REALTY INFORMATION INC.	PROFESSIONAL SERVICES - DPS	3,059.70
304198	DRAIN & PLUMBING SERVICES	SERVICES - PW (*)	3,038.00
6062(A)	SMITH ECOLOGICAL SYSTEMS CO.	PROFESSIONAL SERVICES - PW	2,857.08
6044(A)	COMCAST	TELECOMMUNICATIONS - IT	2,643.05
6068(A)	MACQUEEN EMERGENCY GROUP	PARTS - PW	2,602.58
304191	PACE ANALYTICAL SERVICES, LLC	SERVICES - PW	2,513.40
304146	LEACH ENTERPRISES, INC	PARTS - PW	2,456.40
6050(A)	USABLUEBOOK	SUPPLIES - PW	2,377.32
304136	FORCE AMERICA DISTRIBUTING LLC	PARTS - PW	2,340.00
6052(A)	MEADE INC.	SERVICES - PW (*)	2,334.50
6045(A)	CDW GOVERNMENT INC.	EQUIPMENT - IT	2,317.67
304196	TASCA CHEVROLET	SERVICES - PW	2,300.00
6059(A)	J.F. WAGNER PRINTING COMPANY	PRINTING - GG	2,250.00
304151	NORTH AMERICAN CORPORATION OF IL	SUPPLIES - PW	2,027.34
304222	PETE MENSCHING	REIMBURSEMENT - FD	1,872.20
6070(A)	CLARK HILL PLC	LEGAL SERVICES - GG	1,760.50
304138	GRAPHICS 2000 INC.	SUPPLIES - FIN	1,736.30
304185	VERIZON CONNECT NWF INC.	SERVICES - PW	1,516.48
304180	FRIES AUTOMOTIVE SERVICE'S INC.	SERVICES - PW	1,500.00
6067(A)	AMAZON.COM SERVICES, INC.	SUPPLIES - PD	1,467.48
304128	COLLEGE OF LAKE COUNTY	TRAINING - PD	1,465.00

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304137	GOLF MILL FORD	PARTS - PW	1,260.80
304187	MUNICIPAL SYSTEMS LLC	ANNUAL MAINTENANCE - IT	1,255.83
304186	NORTH SHORE LAWNSPRINKLER	SERVICES - PW	1,241.50
6047(A)	GRAINGER	SUPPLIES - PW	1,202.41
304167	SUNSET FOOD MART, INC.	CATERING - GG	1,170.24
6043(A)	ROSE MARY JURINEK	PROFESSIONAL SERVICES - PD	1,080.00
304145	J.G. UNIFORMS, INC.	UNIFORMS - PD	1,049.68
304190	ACCURATE EMPLOYMENT SCREENING, LLC	PROFESSIONAL SERVICES - GG	964.07
304150	MONToya TREE SERVICE INC	SERVICES - PW	950.00
6061(A)	ROLLABELS INK, INC.	SUPPLIES - DPS	939.00
304156	NORTHWEST FREIGHTLINER	PARTS - PW	859.43
6046(A)	GALLS, LLC	UNIFORMS - PD	748.08
304170	LABSOURCE, INC.	SUPPLIES - FD	710.88
304126	CHICAGO TRIBUNE	PUBLISHING - GG	706.62
6051(A)	LOGSDON OFFICE SUPPLY	SUPPLIES - PD	686.30
304149	3M COMPANY	SUPPLIES - PW	648.54
304182	NAPA AUTO PARTS	PARTS - PW	618.87
304199	PROFORM TECHNOLOGIES, INC.	SUPPLIES - DPS	610.00
304152	ACE NORTHBROOK HARDWARE & RENTAL	SUPPLIES - PW	586.58
304123	AMERIGAS - PROPANE LP	SUPPLIES - PW	547.37
6065(A)	FIRE SAFETY CONSULTANTS, INC	PROFESSIONAL SERVICES - FD	535.00
304140	HOME DEPOT CREDIT SERVICES	SUPPLIES - PW	531.82
304211	JAMISON HANSELMAN	REIMBURSEMENT - PD	486.05
304164	SNAP-ON INCORPORATED	PARTS - PW	472.38
304188	INVERIS TRAINING SOLUTION, INC	TRAINING - PD	470.56
304172	THE BLUE LINE	PUBLICATIONS - PD	447.00
304166	STANDARD INDUSTRIAL & AUTOMOTIVE	SERVICES - PW	375.00
304127	CHRISTOPHER B. BURKE ENGINEERING	PROFESSIONAL SERVICES - DPS	360.00
304143	IMAGE SPECIALTIES OF GLENVIEW	BUNKER GEAR - FD	352.00
6056(A)	NORTHBROOK CHAMBER OF COMMERCE	CONFERENCE - GG	350.00
304135	FOOT STONE, INC.	PROFESSIONAL SERVICES - PW	300.00
304212	JESSICA MOSS	REIMBURSEMENT - PD	300.00
304171	UNIVERSITY OF ILLINOIS	TRAINING - PD	300.00
304162	SHERMAN MECHANICAL INC.	SERVICES - PW	284.00
304209	JAKE PAWICKI	REIMBURSEMENT - PD	265.97
304147	LIBERTYVILLE CHEVROLET INC	PARTS - PW	254.90
6072(A)	MONICA ARGUMEDO, MD, LLC	PROFESSIONAL SERVICES - PD	250.00
304183	ENVIRONMENTAL PRODUCTS	PARTS - PW	236.38
6055(A)	NEMETH GLASS OF ILLINOIS, INC.	SERVICES - PW	225.00
304142	ILLINOIS DEPARTMENT OF AGRICULTURE	MEMBERSHIP - PD	200.00
304224	SUZIE WILSON	UTILITY REFUND - FIN	194.70
304173	CUMMINS SALES AND SERVICE	PARTS - PW	178.82
304200	DPM AUTO PROS LLC	MAINTENANCE - PD	175.00
304201	DPM AUTO PROS LLC	MAINTENANCE - PD	175.00
304202	DPM AUTO PROS LLC	MAINTENANCE - PD	175.00
304169	CINTAS CORPORATION #2	UNIFORMS - PW	174.94
304207	DENISE JASSO	REIMBURSEMENT - PD	167.69
304195	FULLIFE SAFETY, LLC	SERVICES - PW	166.00
304124	AVOCATION SOFTWARE/ EAC SUBMISSIONS	AMBULANCE BILLING - FD	163.50
304220	NOAH CLOHISY	REIMBURSEMENT - FD	160.00
304178	APEX LANDSCAPING INC.	SERVICES - PW	150.00

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LISTSEPTEMBER 16, 2023 - SEPTEMBER 30, 2023
FOR 10/10/23 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
304205	BRAD GUTWILLIG	REIMBURSEMENT - PD	149.49
304163	SHERWIN WILLIAMS	SUPPLIES - PW	146.87
6066(A)	FIRST CHOICE COFFEE SERVICES	CANTEEN - GG	145.66
304213	JONATHAN SALMI	REIMBURSEMENT - PD	141.41
304204	ANGELIKA MCGEE	REIMBURSEMENT - PD	136.16
6048(A)	HAVEY COMMUNICATIONS, INC.	PARTS - PW	118.80
304157	PADDOCK PUBLICATIONS, INC.	PROFESSIONAL SERVICES - DPS	118.50
304203	AMANDA JAEGERS	REIMBURSEMENT - PD	105.22
6049(A)	BLUE CROSS AND BLUE SHIELD OF ILLINOIS	HEALTH INSURANCE - GG	97.60
304160	ROSATI'S PIZZA	TRAINING - FD	86.97
304155	NORTHWEST POLICE ACADEMY	MEMBERSHIP - PD	75.00
304158	PUMPBIZ, INC.	SUPPLIES - PW	74.50
304219	MAUREEN MORRISSEY	REIMBURSEMENT - FD	56.84
6054(A)	M.E.S.	MAINTENANCE - FD	55.00
304206	BRETT KIM	REIMBURSEMENT - PD	53.43
304153	NICOR	UTILITIES - PW	52.05
304210	JAMES FRIEL	REIMBURSEMENT - PD	50.83
304215	NEBOJSA DJURDJEVIC	REIMBURSEMENT - PD	49.85
304208	ERIC GUSTASON	REIMBURSEMENT - PD	42.75
304218	CHRISTOPHER GORR	REIMBURSEMENT - FD	40.00
304133	EMERGENCY MEDICAL PRODUCTS INC	SUPPLIES - FD	33.00
304129	COMCAST CABLE	CABLE - PW	31.56
304214	MICHAEL OVER	REIMBURSEMENT - PD	30.00
304221	TOM LONGAKER	REIMBURSEMENT - FD	29.52
304134	FEDEX	SERVICES - PD	24.95
304175	INSIGHT PUBLIC SECTOR, INC	ANNUAL SUBSCRIPTION - IT	23.04
304141	HUB INTERNATIONAL MIDWEST LTD.	PROFESSIONAL SERVICES - GG	20.00
304223	GIL SEREBNIZKI	VEHICLE STICKER REFUND - FIN	15.00
304216	RICHARD RASH	MEMBERSHIP - PD	15.00
6042(A)	ARLINGTON POWER EQUIPMENT	PARTS - PW	7.33
CLASS 'A' TOTAL			680,817.66

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST

SEPTEMBER 16, 2023 - SEPTEMBER 30, 2023
FOR 10/10/23 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
CLASS 'B' WARRANTS			
9/29/23	PAYROLL	9/29/2023 PAYROLL	1,007,939.63
390(E)	LOWE'S	SUPPLIES - PW	1,388.96
		CLASS 'B' TOTAL	1,009,328.59
		REPORT TOTAL	1,690,146.25

by roll call vote of the Northbrook Village Board of Trustees at a duly noticed official meeting on the _____ day
of 20 _____.

Village President

ATTEST: _____

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST

SEPTEMBER 29, 2023 FRONTAGE DEPOSIT REFUNDS

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
304116	KZF CONSTRUCTION, LLC	FRONTAGE DEPOSIT REFUND ®	9,000.00
304117	CHICAGO SPRINKLER COMPANY	FRONTAGE DEPOSIT REFUND ®	500.00
304118	MERGENTHALER PLUMBING CO	FRONTAGE DEPOSIT REFUND ®	500.00
304119	I & D PLUMBING	FRONTAGE DEPOSIT REFUND ®	500.00
304120	PARKS PLUMBING & SEWER	FRONTAGE DEPOSIT REFUND ®	500.00
304121	AMERICAN NATIONAL SPRINKLERS	FRONTAGE DEPOSIT REFUND ®	500.00
304122	MIDWEST ARBOR CORPORATION	FRONTAGE DEPOSIT REFUND ®	62.80
		CLASS 'A' TOTAL	11,562.80

by roll call vote of the Northbrook Village Board of Trustees at a duly noticed official meeting on the _____ day

of 20 .

Village President

ATTEST: _____

PROCLAMATION

Each year, in October, advocates, survivors and supporters recognize October as Domestic Violence Awareness Month.

More prevalent than most realize, one in four women and one in seven men will experience domestic violence in their lifetimes. Anyone, regardless of gender, race, sexual identity or orientation, or socio-economic status, can become a victim of domestic violence.

The crime of domestic violence violates an individual's privacy, dignity, security, and humanity through the systematic use of physical, emotional, sexual, psychological and economic control and/or abuse.

The impact of domestic violence is wide-ranging, directly affecting families and society as a whole. Studies show that children are adversely affected when they witness or experience violence in their homes.

Victims suffer at the hands of a spouse or partner which affects their children, families, and entire communities. The stress of the abusive situation in the household causes immense harm to all family members. Families are indispensable to a stable society and they should be a place of support to instill responsibility and values in the next generation.

NOW, THEREFORE, I, Kathryn L. Ciesla, President of the Village of Northbrook, County of Cook and State of Illinois, do hereby proclaim October 2023 as

Domestic Violence Awareness Month

in the Village of Northbrook and encourage the community to join with victim service providers, criminal justice officials, and concerned citizens across the country to raise the public awareness of domestic violence issues.

Dated: This **10th** day of **October**, 2023.

Kathryn L Ciesla
Village President

PROCLAMATION

Fire safety is enhanced when family and friends actively join together with firefighters as a fire safety team. Effective fire safety depends on planning, action, and teamwork. Northbrook's first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention, protection, and education. Northbrook's residents are responsive to public education measures and are able to take personal steps to increase their safety from fire, especially in their homes.

The 2023 Fire Prevention Week theme, "Cooking safety starts with you. Pay attention to fire prevention." effectively serves to remind us all that it is important to have a home fire escape plan. Remember to talk with your family about taking action if you hear the sound of the smoke alarm, know two ways out of every room, and to stay low and crawl to an exit to avoid smoke inhalation. Seconds can mean the difference between escaping safely or having a tragedy.

The Northbrook Fire Department is dedicated to saving life and property from the devastating effects of fire. In celebration of fire prevention week, the Northbrook Fire Department will host an Open House on Saturday, October 14, 2023. During the event, kids of all ages can climb in fire trucks, talk to firefighters, and meet Sparky the Fire Dog, all while learning about fire safety. This year's Open House will have a variety of outdoor activities including live displays of fire apparatus and Tactical Rescue Drills including rope repelling and a "jaws of life" demonstration.

NOW, THEREFORE, I, Kathryn L. Ciesla, President of the Village of Northbrook, County of Cook and State of Illinois, do hereby proclaim the week of October 8-14, 2023 as

FIRE PREVENTION WEEK

in the Village of Northbrook and call upon the people of Northbrook to participate in fire prevention activities at home, work and school, and to install smoke detectors and practice home fire drills to ensure their safety and the safety of their families in the event of a fire.

Dated: This 10th day of October, 2023.

Kathryn L Ciesla
Village President

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Village Clerk Debbie Ford
Cc: Village Board of Trustees
Date: 2023-10-10
Subject: Commission Appointment

Overview/Synopsis.

Appointment of Betsy Phillips to the Senior Services Commission.

Fiscal Impact.

N/A.

Recommendation.

Approval.

Background.

The Senior Services Commission has one vacancy. The appointment of Betsy Phillips will fill this vacancy and expires April 2026.

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Director of Administrative Services Debra Ford
Cc: Village Board of Trustees
Date: 2023-10-10
Subject: An Ordinance to Amend the Annual Fee Ordinance to Increase the Number of Class E Liquor Licenses for J&J Cafe

Overview/Synopsis.

J&J Café, located in the North Shore Ice Rink, 2111 Founders Drive, has applied for a liquor license. The applicant has paid the fee, the Police Department has conducted their investigation, and J&J Café complies with the requirements of the Municipal Code. The attached ordinance amends the Annual Fee Ordinance to increase the number of Class E liquor licenses.

Fiscal Impact.

N/A.

Recommendation.

Approval.

Background.

J&J Café, located in the North Shore Ice Rink, 2111 Founders Drive, has applied for a liquor license. The applicant is the owner and manager of J&J Café. The applicant has paid the application fee. The Police Department has conducted their investigation and J&J Café complies with the requirements of the Municipal Code.

The attached ordinance amends the Annual Fee Ordinance to increase the number of Class E liquor licenses. Class E authorizes and allows the prime function of retail sales on the premises specified of alcoholic beverages limited to beer and wine for consumption only upon the premises where sold, which premises shall be a restaurant, or an entertainment facility with a restaurant, where the food service component of the business is operational during the hours of sale and service of beer and wine and a printed menu is on display and in effect.

A Class E liquor license was held in this location by *Bar Down* from 2015-2021. In 2021, during the liquor license renewal process, ownership cancelled the license. Since 2021, the

Ice Rink has been working on interior upgrades to the second floor room where the alcohol is to be served. If approved by the Village Board, the liquor license will be processed but not granted until the business has obtained their Certificate of Occupancy.

The applicant will attend the meeting to address any questions.

[**An Ordinance to Amend the AFO to Increase the Number of Class E Liquor Licenses for J&J Cafe**](#)

Ordinance 2023-

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

An Ordinance to Amend the Annual Fee Ordinance to Increase the Number of Class E Liquor Licenses for J&J Cafe

shall be, and is hereby, adopted as follows:

Section 1. Recitals.

Section 5, entitled "Schedule of Fees, Charges and Rates," of the Annual Fee Ordinance (No. 2022-25), as amended, shall be, and is hereby, further amended by repealing the portion of Section 5 corresponding to Section 4-54 of the Northbrook Municipal Code as amended, and replacing it with the following:

"Corresponding Section
of the Northbrook"
Municipal Code Description and Amount

Sec. 4-54.	<u>Class</u>	<u>Number of Licenses</u>
	A	32
	B	11
	B-1	3
	C	1
	D	No Limit
	E	4-5
	F	5
	G	1
	G-1	2
	H	0
	I	0
	J	2
	K	2
	L	1
	M	No Limit
	N	No Limit
	O	No Limit
	P-1	0
	P-2	0
	Q	0
	Q-1	No Limit

Section 2. EFFECTIVE DATE.

This Ordinance shall be in full force and effect upon passage and publication in pamphlet form in accordance with State Statutes.

Adopted:

ATTEST:

Village President

Village Clerk

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Chief Information Officer Lori Baker
Cc: Village Board of Trustees
Date: 2023-10-10
Subject: A Resolution Approving the Annual Maintenance Renewal for Laserfiche Software from Cities Digital Inc.

Overview/Synopsis.

This is a renewal of an annual maintenance and support agreement for Laserfiche software, the electronic content management system in use by all Village Departments.

Fiscal Impact.

The adopted Fiscal Year 2023/2024 budget provides funding in GL# 11-1400-523-00 for the annual maintenance payment in a not to exceed amount of \$22,565.11.

Recommendation.

Approval.

Background.

The Village has utilized Laserfiche software as an electronic content management system for several years. Laserfiche has become an essential part of the Village's suite of systems, and plays an integral part in the Village's delivery of services to our residents and businesses. Staff use this software for scanning and managing a variety of electronic documents and maps, making traditional paper-based records more readily searchable and accessible. Laserfiche is also used for the electronic storage of all Village invoices, integrating with the Village's enterprise resource planning system and for storage of various records for the Public Works assets.

As is the case with nearly all software vendors, Laserfiche provides software updates throughout the year, allowing the Village to keep the software current. It is important to renew our annual maintenance agreement with Laserfiche as it is the timeliest and most cost-effective means of ensuring our software is current and up-to-date. Additionally, the Village's Laserfiche software maintenance includes technical support for problem resolution.

Cities Digital, Inc. (CDI), based out of Hudson, WI, has been the Village's provider of Laserfiche software, support, and professional services for the past year. CDI is the "VAR (Value Added Reseller) of Record" for Laserfiche, and has a deep understanding of the

Village's current system and configuration. Staff recommends this renewal be completed through CDI, ensuring the Village continues to receive excellent support.

[A Resolution Approving the Annual Maintenance Renewal for Laserfiche Software from Cities Digital Inc..docx](#)

[CDI Quote for Laserfiche Annual Maintenance Renewal](#)

Resolution 2023-

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

A Resolution Approving the Annual Maintenance Renewal for Laserfiche Software from Cities Digital Inc.

is hereby adopted, as follows:

Section 1. Recitals.

The Fiscal Year 2023/2024 annual budget provides funding for the annual maintenance of Laserfiche software, an electronic content management system. Laserfiche has become an essential part of the Village's suite of systems, and plays an integral part in the Village's delivery of services to our residents and businesses. Staff use this software for scanning and managing a variety of electronic documents and maps, making traditional paper-based records more readily searchable and accessible.

Cities Digital, Inc. (CDI), based out of Hudson, WI, ("Vendor") has been the Village's provider of Laserfiche software, support, and professional services for the past year. CDI is the "VAR (Value Added Reseller) of Record" for Laserfiche, and has a deep understanding of the Village's current system and configuration. Based on these factors, Village Staff recommends that the Village purchase Laserfiche software annual maintenance ("Support") from the Vendor in the not-to-exceed amount of \$22,565.11 with funds from Account No. 11-1400-523-00.

The President and the Board of Trustees have considered the expenditure described above and determined it is in the best interest of the Village and the public.

Section 2. Approval of Expenditure.

The Village Manager and Village Clerk are hereby authorized and directed to execute all such documents and make such payments as are necessary to complete the procurement of the Support from the Vendor.

ATTEST:

Village President

Village Clerk

Cities Digital, Inc. "CDI"
 2000 O'NEIL ROAD #150
 HUDSON, WI 54016 US
 855-714-2800
 sales@cdi.support
 www.cdi.support



BILL TO
 Village of Northbrook, IL
 Lori Baker
 1225 Cedar Lane
 Northbrook, IL 60062

INVOICE# 57865

DATE 08/11/2023 **TERMS** Net 90

DUE DATE 10/20/2023

SALES REP
 LSAP

PART NUMBER	DESCRIPTION	QTY	RATE	AMOUNT
LASERFICHE ANNUAL SUPPORT AND UPDATES				
MSE30B	Laserfiche Avante Server for MS SQL with Workflow Annual Maintenance	1	1,000.00	1,000.00
MSA30B	Laserfiche Avante Additional Repository for MS SQL Annual Maintenance	1	200.00	200.00
MNF05B	Laserfiche Avante Full Named User with Forms Essentials Annual Maintenance	33	100.00	3,300.00
MFRMB	Laserfiche Avante Forms Professional Annual Maintenance	33	10.00	330.00
MATMB	Laserfiche Avante Standard Audit Trail Annual Maintenance	33	15.00	495.00
MCNCB	Laserfiche Avante Connector Annual Maintenance (5% add-on)	33	5.00	165.00
JSPAR-10-199	Laserfiche Self-Hosted Participant Users 10-199	30	110.00	3,300.00
MCQC3B	Laserfiche Avante Zone OCR and Validation Package Annual Maintenance	8	560.00	4,480.00
MCQ01B	Laserfiche Avante Quick Fields Annual Maintenance	8	120.00	960.00
MPFRMB	Laserfiche Avante Forms Portal Annual Maintenance	1	1,600.00	1,600.00
MPPSB	Laserfiche Avante Standard Public Portal Includes 25 concurrent retrieval connections through Laserfiche WebLink. Annual Maintenance	1	5,000.00	5,000.00
MCQ06B	Laserfiche Avante Auto Stamp, Redaction, and Bates Numbering Annual Maintenance	1	100.00	100.00
MCQ09B	Laserfiche Avante Document Classification Annual Maintenance	1	1,000.00	1,000.00

Please remit payment to: CDI, 2000 O'NEIL ROAD #150, HUDSON, WI 54016

PART NUMBER	DESCRIPTION	QTY	RATE	AMOUNT
MCA01B	Laserfiche Avante Import Agent Annual Maintenance	1	390.00	390.00
MTKNB	Laserfiche Avante Software Development Kit (SDK) Annual Maintenance	1	750.00	750.00
MCS01B	Laserfiche Avante ScanConnect Annual Maintenance	1	33.00	33.00
MCS10B	Laserfiche Avante ScanConnect 10 Pack Annual Maintenance	1	184.00	184.00
CD0008	NCPA Discount 3.1%	1	-721.89	-721.89

CURRENT SUPPORT EXPIRES: 11/03/23

Check out the latest updates to Laserfiche 11 today!	SUBTOTAL	22,565.11
Thank you for your business!	TAX	0.00
	TOTAL	22,565.11
	TOTAL DUE	\$22,565.11

Please remit payment to: CDI, 2000 O'NEIL ROAD #150, HUDSON, WI 54016

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Chief Financial Officer Steve Drazner
Cc: Village Board of Trustees
Date: 2023-10-10
Subject: A Resolution Approving and Adopting a Village of Northbrook Investment Policy

Overview/Synopsis.

Pursuant to the Illinois Public Funds Investment Act (30 ILCS 235/2.5), a public agency shall be governed by a written policy adopted by the public agency. While the Village has been in compliance with State of Illinois statute, a formal policy outlining permitted investment should be formalized and adopted by the Village Board. All investments referenced in the Policy for Village Board consideration are permitted under the Illinois Public Funds Investment Act (IPFIA) and are recommended by staff.

Fiscal Impact.

N/A.

Recommendation.

Approval.

Background.

The Village of Northbrook should have a formal Investment Policy on file adopted by the Village Board via Resolution. The recommended policy was prepared and created by staff based on the guidelines, conditions, and restrictions referenced within the IPFIA. However, should a future conflict occur between the Village's Investment Policy and the State IPFIA, the State IPFIA shall control.

The primary components of the recommended Village Investment Policy include:

- a) General Investment Objectives
- b) Standards of Care
- c) Authorized Financial Institutions
- d) Safekeeping & Custody
- e) Suitable & Authorized Investments
- f) Investment Diversification & Constraints
- g) Internal Reporting Requirements

[A Resolution Approving and Adopting a Village of Northbrook Investment Policy.docx](#)
[Investment Policy Recommended Draft Oct 2023.pdf](#)

Resolution 2023-

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

A Resolution Approving and Adopting a Village of Northbrook Investment Policy

is hereby adopted, as follows:

Section 1. **RECITALS.**

The Village of Northbrook (“Village”) has determined that a formal Investment Policy (“Policy”) should be adopted. The Investment Policy attached hereto and incorporated herein by reference shall supersede and replace all prior investment policies on file with the Village.

The President and Board of Trustees of the Village of Northbrook have determined it to be in the best interest of the Village to adopt a formal Village Investment Policy, attached hereto and incorporated herein by reference, pursuant to this Resolution.

Section 2. **ADOPTION OF VILLAGE OF NORTHBROOK INVESTMENT POLICY.**

The Village President and Board of Trustees hereby approve and adopt the Investment Policy, attached hereto and incorporated herein by reference.

Section 3. **REPLACEMENT AND REPEAL OF PREVIOUSLY ADOPTED OR APPROVED POLICIES.**

The Policy attached hereto shall replace any and all previously adopted or approved Village Investment Policies and such previously adopted or approved policies are hereby repealed pursuant to this Resolution.

Section 4. **EFFECTIVE DATE.**

This Resolution shall be in full force and effect immediately after its passage as provided by law.

Village President

ATTEST:

Village



VILLAGE OF NORTHBROOK INVESTMENT POLICY

DRAFT

October 2023

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I. Governing Authority

The Village of Northbrook's (hereinafter referred to as the "Village") investment program shall be operated to provide a reasonable balance for obtaining a competitive investment rate of return at the lowest possible risk. Furthermore, all investments must be weighed against the daily cash flow demands of the Village while conforming to all state and local statutes governing the investment of public funds. Should there be any conflict, whether in the present or future, between any provision of the Village's Investment Policy (hereinafter referred to as the "Policy") and the Public Funds Investment Act (PFIA), 30 ILCS 235/0.01 *et seq.*, as amended, the provision of the PFIA shall control.

II. Scope

This Policy is applicable to the investment of all funds of the Village, excluding those of the legally independent fiduciary Police and Fire Pension Fund Boards.

Except for cash in certain restricted and special funds, the Village will consolidate cash and reserve balances from all funds to maximize investment earnings and to increase efficiencies with regard to investment pricing, safekeeping, and administration. Investment income shall be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

III. General Objectives

The primary objectives of investment activities, in priority order, shall be Legality, Safety, Liquidity, and Yield.

- A. *Legality.* Conformance with federal, state and other legal requirements is the foremost objective of the investment of Village funds.
- B. *Safety.* Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.
 - 1. *Credit Risk.* The Village will minimize credit risk and the risk of loss due to the failure of the security issuer or backer by:
 - i. Limiting investments to securities set forth in this Policy;
 - ii. Pre-qualifying the financial institutions, broker/dealers, intermediaries, and advisers; and
 - iii. Diversifying the investment portfolio so that potential losses on individual securities will be minimized.

2. *Interest Rate Risk.* The Village will minimize the risk that the market value of securities in the Village's portfolio will fall due to changes in general interest rates, by:
 - i. Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity; and
 - ii. Investing operating funds primarily in short-term securities, money market mutual funds, or similar investment pools.
3. *Custodial Credit Risk.* Custodial credit risk is the risk that, in the event of a bank or counterparty failure, the Village's collateral securing uninsured deposits or investments may not be recovered. The Village will minimize custodial credit risk with financial institutions by ensuring that all deposits are either insured by the Federal Deposit Insurance Corporation or collateralized with securities held in the Village's name by the Village's agent. When feasible, securities will be held by a third-party securities custodian separate from where an investment was purchased.

C. *Liquidity.* The Village's investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands. Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets. A portion of the portfolio also may be placed in money market mutual funds or local government investment pools, which offer same-day liquidity.

D. *Yield.* The Village's investment portfolio shall be designed with the objective of attaining a market rate of return, based on appropriate performance benchmarks, throughout budgetary and economic cycles while considering the investment risk constraints and liquidity needs. Return on investment shall always be of secondary importance compared to the safety and liquidity objectives described above. The core investments are limited to relatively low risk securities in anticipation of earning a competitive rate of return relative to the risk being assumed. Securities may be sold prior to maturity for cash flow needs or upon a determination by the Village's Chief Financial Officer/Treasurer that investment returns can be improved by selling and re-investing proceeds in an alternative investment vehicle eligible under this policy. The portfolio should be reviewed periodically as to its effectiveness in meeting the Village's needs for safety, liquidity, rate of return, diversification, and its general performance.

IV. Standards of Care

- A. *Prudence.* The standard of prudence to be used by the Village Manager, Chief Financial Officer/Treasurer, or other Board approved Village employees authorized to invest on behalf of the Village shall be the “prudent person” standard and shall be applied in the context of managing an overall portfolio. The prudent person standard means investments shall be made with judgment and care, under circumstances then prevailing, with an appropriate level of discretion and intelligence that a reasonable, risk-adverse investor would use rather than conducting speculative investing. Investment officers acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for any individual security’s credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this policy.
- B. *Ethics and Conflicts of Interest.* The Village Manager, CFO/Treasurer, or other Village Board approved employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment portfolio, or that could impair their ability to make impartial decisions. Employees shall disclose any material interest in financial institutions with which they conduct business as required under applicable law.
- C. *Delegation of Authority.* Management and administrative responsibility of the Village’s investment portfolio is delegated to the Village’s Chief Financial Officer/Treasurer who, under the delegation by the Board of Trustees, shall determine an appropriate investment strategy.

No person may engage in any investment transaction except as provided under the terms of this policy and the procedures established by the Village’s Chief Financial Officer/Treasurer. The Chief Financial Officer/Treasurer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials, including outside investment managers.

V. Authorized Financial Institutions, Depositories, and Brokers/Dealers

- A. *Authorized Financial Institutions, Depositories, and Brokers/Dealers.* All financial institutions, depositories, and/or brokers/dealers must be approved by the Village Board by adopting a Resolution prior to conducting business.

At a minimum, all active financial institutions and broker/dealers must provide the following upon request from the Village:

1. Audited financial statements;

2. Proof of Financial Industry Regulatory Authority (FINRA) certification;
3. Certification of agreement to comply with the Village of Northbrook's investment policy; and
4. Evidence of adequate FDIC and/or collateralization coverage.

VI. Safekeeping and Custody

- A. *Safekeeping.* When feasible, securities will be held by an independent third-party custodian with all securities held in the Village's name. The safekeeping institution shall provide a copy of their most recent report on internal controls to the Village annually, if applicable.
- B. *Internal Controls.* The Village's Chief Financial Officer/Treasurer shall establish reasonable and customary internal controls for accessing investment information as well as performing investment transactions. Accordingly, as part of the normal annual Village financial audit, the Village's external auditor shall also assure compliance with policies and procedures. The internal controls shall address the following points:
 1. Control of collusion;
 2. Separation of transaction authority from accounting and recordkeeping;
 3. Custodial safekeeping;
 4. Avoidance of physical delivery securities;
 5. Clear delegation of authority to subordinate staff members;
 6. Written confirmation of transactions for investments and wire transfers; and
 7. Dual authorizations of wire transfers.
 8. Controls as required pursuant to insurance policies or intergovernmental risk management agency.

VII. Suitable and Authorized Investments

- A. *Allowable Investments.* Consistent with the PFIA, as well as the Government Finance Officers Association (GFOA) Policy Statement on State and Local Laws Concerning Investment Practices, the following investments will be permitted by this Policy:

1. Bonds, notes, certificates of indebtedness, treasury bills, or other securities which are guaranteed by the full faith and credit of the United States Government.
2. Bonds, notes, debentures, or other similar obligations of the United States of America, its agencies, and its instrumentalities.
3. Interest-bearing savings accounts, interest-bearing certificates of deposit, interest-bearing time deposits, or any investment constituting direct obligations of any bank, as defined by the Illinois Banking Act, 205 ILCS 5/1 *et seq.*, and insured by the Federal Deposit Insurance Corporation.
4. Short-term obligations of corporations organized in the United States with assets exceeding \$500,000,000 pursuant to the conditions as outlined in the PFIA, 30 ILCS 235/2, as amended.
5. Money Market Mutual Funds registered under the federal Investment Company Act of 1940, as amended, provided that the portfolio of any such money market mutual fund is limited to obligations described in the PFIA 30 ILCS 235/2(5).
6. Investment-grade, general obligation interest bearing bonds of any county, township, city, village, incorporated town, municipal corporation, or school district of the State of Illinois or any other State of the United States.
7. Repurchase agreements of government securities having the meaning set out in the federal Government Securities Act of 1986, as amended.
8. A Public Treasurers' Investment Pool created under Section 17 of the Illinois State Treasurer Act, 15 ILCS 505/17, as amended.

B. *Sustainability Factors.* Material, relevant, and decision-useful sustainability factors are regularly considered by the Village, within the bounds of financial and fiduciary prudence, in evaluating investment decisions. Such factors include, but are not limited to: (i) corporate governance and leadership factors; (ii) environmental factors; (iii) social capital factors; (iv) human capital factors; and (v) business model and innovation factors.

C. *Collateralization.* Funds on deposit (checking accounts, certificates of deposit, etc.) in excess of FDIC limits must be secured by some form of collateral as set forth in 30 ILCS 235/6(d), as amended. Furthermore, collateral held must maintain a minimum valuation of 105% for any amounts exceeding FDIC coverage.

Collateral used in safekeeping should be held in the Village's name with an independent third-party bank, the Federal Reserve Bank, or by an escrow agent of the pledging

institution. Collateral agreements shall not allow for the release of the pledged assets without an authorized signature from the Village, but will allow for an exchange of collateral of like value.

VIII. Investment Diversification and Constraints

A. *Diversification.* It is the policy of the Village of Northbrook to diversify its investment portfolio, excluding any securities issued and guaranteed by the full faith and credit of the United States Government. To eliminate the risk of loss resulting from the overconcentration of assets in a specific maturity, issuer or class of securities, all cash and cash equivalent assets in all funds shall be diversified by maturity, issuer, and security type.

In establishing specific diversification strategies, the following general policies and constraints shall apply:

1. Portfolio maturities shall be staggered to avoid undue concentration of assets in a specific maturity sector. Maturities selected shall provide for stability of income and reasonable liquidity.
2. Risks of market price volatility shall be controlled through maturity diversification and duration management.
3. Reserve funds and other funds with longer-term investment horizons may be invested in securities of up to five (5) years, if the maturity date of said investments is made to coincide as nearly as practicable with the expected use of funds. The intent to invest in securities with longer maturities shall be disclosed in writing to the Village Board.
4. Because of inherent difficulties in accurately forecasting cash flow requirements, a portion of the portfolio should be continuously deposited/invested in highly liquidity checking, money market, or short-term certificate of deposit accounts.

IX. Reporting

A. *Methods.* The Village's Chief Financial Officer/Treasurer shall prepare a cash balance/investment report at least quarterly. The report should be made available as requested by the Village Board of Trustees or other interested parties. The report will include the following:

1. Name of financial institution holding the deposit/investment;

2. Fair market investment value or cash deposit balance by financial institution; and
3. The allocation of investments/deposits by Village Fund as reported under the financial principles and standards of the Governmental Accounting Standards Board.

B. *Write Up to Market.* The market value of the portfolio shall be calculated at least quarterly and a statement of the market value of the portfolio shall be issued at least quarterly. This review of the investment portfolio, in terms of value and price volatility, should be performed consistent with the GFOA Recommended Practices on “Mark-to-Market Practices for State and Local Government Investment Portfolios and Investment Pools.”

X. Policy Considerations

- A. *Amendments.* This Policy shall be adopted by Resolution of the Village Board of Trustees. Any future amendment to this Policy shall be approved and adopted by the Village Board of Trustees.
- B. *Exemption.* Any investment currently held that does not meet the requirements of Policy shall be exempt from the requirements of this Policy. At maturity or liquidation, such funds shall be reinvested only as provided by this Policy.

MEMORANDUM

To: Village Manager Cara Pavlicek
From: CFO Steve Drazner
Cc: Village Board of Trustees
Date: 2023-10-10
Subject: A Resolution Designating Huntington Bank as an Authorized Financial Institution for the Village of Northbrook to Conduct Banking Business

Overview/Synopsis.

The Village issues department directors and other select employees a Village-issued purchasing/credit card to assist with transacting authorized and legitimate purchases needed to conduct village business. All employees issued a purchasing card must abide with the Village's credit card policy (included herein for reference only).

Fiscal Impact.

N/A.

Recommendation.

Approval.

Background.

The Village currently utilizes purchasing cards issued by Chase Bank. CFO Drazner recommends that the Chase card account be closed and replaced with cards issued by Huntington Bank. There will be no additional cost to the Village; however, the Village will be required to open a new money-market or savings account with Huntington Bank (no minimum balance) in order to obtain Huntington-issued purchasing cards. CFO Drazner may also opt to explore other banking options offered by Huntington such as the possibility of opening up a liquid investment account (Insured Cash Sweep) if deemed feasible in order to maximize investment returns.

CFO Drazner has determined that is in the best interest of the Village to utilize Huntington Bank for its purchasing cards. Pending Village Board approval of this Resolution, the necessary paperwork will be completed and an Agreement executed with Huntington to have the new cards issued. Upon receipt of the new cards, the existing purchasing cards issued by Chase Bank will be collected and the account closed once any outstanding balance is paid with the next billing cycle.

Huntington Bank has a local branch located only a few blocks away from Village Hall and the bank provides excellent customer service and highly competitive rates based on CFO Drazner's review and direct experience working with them.

A Resolution Designating Huntington Bank as an Authorized Financial Institution for the
Village of Northbrook to Conduct Banking Business.docx
Northbrook Credit Card Policy.pdf

Resolution 2023-

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

A Resolution Designating Huntington Bank as an Authorized Financial Institution for the Village of Northbrook to Conduct Banking Business

is hereby adopted, as follows:

Section 1. RECITALS.

The Village of Northbrook (“Village”) utilizes banking institutions for depository accounts (money market/savings), transactional (checking), and purchasing cards as permitted pursuant to the Illinois Public Investment Act.

The Village desires to utilize Huntington Bank for the issuance of new Purchasing Cards to replace the existing purchasing cards assigned to selected Village Staff and may also opt to utilize Huntington Bank in the future for new depository/transactional and/or investment accounts.

Section 2. HUNTINGTON BANK AS AN AUTHORIZED FINANCIAL INSTITUTION.

Huntington Bank is hereby designated as an authorized financial institution to permit the Village to conduct banking business, including utilizing its services for depository/transactional accounts and for purchasing cards.

Section 3. AUTHORIZATION TO ALLOW CHIEF FINANCIAL OFFICER/TREASURER TO EXECUTE AGREEMENT.

Chief Financial Officer/Treasurer, Steven Drazner, is hereby authorized to execute a Commercial Card Agreement with Huntington Bank.

Section 4. AUTHORIZATION TO ALLOW VILLAGE MANAGER AND/OR CHIEF FINANCIAL OFFICER/TREASURER TO EXECUTE ADDITIONAL AGREEMENTS

The Village Manager, Cara Pavlicek and/or Chief Financial Officer, Steven Drazner, are hereby authorized to enter into and execute future Agreements with Huntington Bank for depository/transactional bank accounts as deemed to be in the best interest of the Village.

Village President

ATTEST:

Village Clerk



VILLAGE OF NORTHBROOK
STANDARD OPERATING PROCEDURE

TITLE: VILLAGE ISSUED CREDIT CARDS

Number: 10-016-02 Effective Date: November 1, 2022
Dept.: Village Manager's Office Distribution: 2 & 3

APPROVAL

Am J Path

Village Manager

BACKGROUND: Section Sec. 2-118 of the Northbrook Municipal Code (2021), as amended, provides for the village manager to issue such rules and regulations governing requisitions and the transaction of the business of purchasing between the village manager as purchasing agent and the heads of the departments, administrative officers and employees of the village as the board of trustees may approve.

POLICY: It shall be the policy of the Village to limit the issuance and purchases which can be made via a Village issued credit card. Additionally, all recordkeeping and controls established herein are a condition of use of Village credit cards.

PURPOSE: It is the purpose of this Standard Operating Procedure to identify the Village positions eligible for issuance of a Village credit card, limit the uses to which such credit cards can be put and set forth the procedure by which expenses are controlled to monitor card usage.

PROCEDURE:

1. The Village Manager, Deputy Village Manager and Department Directors (with Village Manager approval) are the only Village officials which may be authorized to have Village credit cards.

2. The Chief Financial Officer will arrange for credit cards with a qualified credit card company for each of those officials.
3. The credit cards are to be used only for payment of Village authorized transportation, meals, lodging, gasoline and other legitimate expenses necessary to conduct the business of the Village, subject to budgetary limitations and consistent with the actual needs of the department. Additionally, purchases must comply with the Village's Purchasing Policies and Procedures dated April 27, 2021 and as subsequently amended.
4. The use of credits cards in follow manner is prohibited:
 - a) Any personal item(s)
 - b) Fuel for any privately owned vehicles
 - c) Expenses incurred by a spouse, family member, or other person not authorized expressly by the Village
 - d) Cash advances
 - e) The purchase of alcohol, cannabis or similar
 - f) Charges made outside an employee's approval authority
 - g) Split transactions in which a cardholder arranges for a vendor to split a large transaction into multiple smaller transactions (for instance, to get around per-transaction limits)
 - h) Purchases that violate the Village's Purchasing Policies and Procedures dated April 27, 2021 and as subsequently amended
 - i) Purchases that violate the Village's Code of Ethics pursuant to Chapter 2 of the Municipal Code including gifts
 - j) Purchases restricted by other guidance (such as technology purchases which may require prior vetting by IT)
 - k) The purchase non-business expenses on trips (or similar) incurred by traveling employees (examples include paying for a spouse to travel with the employee, incurring personal charges on the hotel bill such as movie rentals, or staying a few extra days.)
5. Before payment will be made, all individual charge slip receipts must be attached and reconciled to the monthly statement. A Payment Request form shall be submitted to the Chief Financial Officer for approval with an accompanying monthly statement and appropriate back up receipts. Receipts for meals must include the name of each individual covered by the purchase, the complete restaurant receipt, and the business purpose for the meal. The explanation must be sufficiently detailed to clearly establish the business necessity for which the credit card is being used.

Cardholders that do not consistently submit individual charge slips/receipts to the CFO as described herein in advance of the payment due dates with

sufficient time to allow for reconciliation may have their card revoked upon recommendation of the CFO to the Village Manager.

6. Credit cards are the property of the Village.
7. Rebates or offers a rebate of some amount based related to the credit cards utilization are the property of the Village and redemption practices will be approved by the Village Manager upon request of the CFO.
6. Use of the Village credit card for prohibited charges or similar as identified herein will subject the employee to discipline up to and including termination – even if the expenses are paid back (regardless if reimbursement is prior to the card's statement date).

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Deputy Village Manager Madeline Farrell
Cc: Village Board of Trustees
Date: 2023-10-10
Subject: A Resolution Approving Edits to the Shermer-Walters Parkway ("The Triangle") Reservation SOP and Affidavit

Overview/Synopsis.

Procedural updates have been prepared to the Shermer-Walters Parkway ("The Triangle") reservation SOP and affidavit to eliminate the public display of personal contact information, remove the indemnification and hold harmless clause, and modify the language regarding the removal of damaged or unsafe displays.

Fiscal Impact.

N/A.

Recommendation.

Approval.

Background.

In early 2021, the Village Board reviewed and modified the Village's Standard Operating Procedure (SOP) related to the Shermer-Walters Public Forum and those modifications were enacted. After two year's in use, additional modifications were identified. Staff and the Village Attorney prepared the attached edits to the Shermer-Walters Parkway ("The Triangle") reservation SOP and affidavit which eliminate the public display of personal contact information, remove the indemnification and hold harmless clause, and modify the language regarding the removal of damaged or unsafe displays. It is worth noting that while the applicant's contact information will not be shared publicly, it will be required to complete the reservation and may be subject to FOIA requests. Should the Village Board approve the proposed edits, staff will work to update the reservation form available on the Village's website at www.northbrook.il.us/publicforum.

[A Resolution Approving Edits to the Shermer Walters Parkway Reservation SOP and Affidavit.docx](#)

[Exhibit A - SOP Shermer-Walters Public Forum Use and Reservation Process - October 2023.docx](#)

[Exhibit B - Affidavit Shermer-Walters Public Forum](#)

[REDLINE SOP Shermer-Walters Public Forum Use and Reservation Process](#)

[REDLINE Affidavit Shermer-Walters Public Forum](#)

Resolution 2023-____

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

A Resolution Approving Edits to the Shermer-Walters Parkway ("The Triangle") Reservation SOP and Affidavit

is hereby adopted, as follows:

Section 1. Recitals.

Encroachments on and obstructions of public property within the Village are governed by Chapter 22 of the Northbrook Municipal Code. In 1996 the Village Board adopted Resolution No. 96-R-179 allowing for encroachments on and obstructions of that certain parkway area located at the northwest portion of the intersection of Shermer Road and Walters Avenue (the "*Parkway*"), but only upon the prior issuance of a reservation therefor by the Village Manager, subject to such restrictions that the Village Manager may impose. In doing so, the Village established the Parkway as a designated public forum.

Any individual, group, or entity seeking to erect, place, construct, operate, use or maintain a display, structure, exhibit, sign or other encroachment, referred to as "Displays", on the Parkway must first obtain a reservation from the Village Manager specifying in detail the nature of any such Display. The Village Manager shall have the authority to make decisions and determinations regarding the issuance of a reservation therefor in accordance with Chapter 22 of the Northbrook Municipal Code and Northbrook Resolution No. 96-R-179.

The Village Board has reviewed the proposed modifications to the Village's Standard Operating Procedure regarding the Parkway (attached as ***Exhibit A***) and the corresponding affidavit (attached as ***Exhibit B***) and finds them to be in the best interest of the Village.

Section 2. Effective Date.

This Resolution shall be in full force and effect upon passage.

ATTEST:

Village President

Village Clerk



Shermer-Walters Public Forum Use and Reservation Process

Effective Date: October 11, 2023

APPROVAL

A handwritten signature in black ink that reads "Madeline Fanell".

Deputy Village Manager

Village Manager

POLICY

Encroachments on and obstructions of public property within the Village are governed by Chapter 22 of the Northbrook Municipal Code. In 1996 the Village Board adopted Resolution No. 96-R-179 allowing for encroachments on and obstructions of that certain parkway area located at the northwest portion of the intersection of Shermer Road and Walters Avenue (the "**Parkway**"), but only upon the prior issuance of a reservation therefor by the Village Manager, subject to such restrictions that the Village Manager may impose. In doing so, the Village established the Parkway as a designated public forum.

The purpose of this Standard Operating Procedure is to specify the restrictions and the procedures that the Village Manager will implement in considering and processing a reservation for use of the Parkway.

The erection, placement, construction, operation, use or maintenance of any public or private display, structure, exhibit, sign or other encroachment upon the Parkway shall be governed by all applicable statutes, ordinances and resolutions regarding encroachments and obstructions on public property, including specifically those restrictions set forth in this Standard Operating Procedure.

PURPOSE

Any individual, group, or entity seeking to erect, place, construct, operate, use or maintain a display, structure, exhibit, sign or other encroachment, herein referred to as "**Displays**", on the Parkway must first obtain a reservation from the Village Manager specifying in detail the nature of any such Display. The Village Manager shall have the authority to make decisions and determinations regarding the issuance of a reservation therefor in accordance with Chapter 22 of the Northbrook Municipal Code and Northbrook Resolution No. 96-R-179.

PROCEDURE

The erection, construction, placement, maintenance, operation, or use of a display, structure, exhibit, sign or other encroachment (a "**Display**") on, at, or within the Parkway shall be subject to, and conditioned upon, each and all of the following conditions

and restrictions:

A. Reservation Required. A reservation, issued by the Village Manager, shall be required prior to the erection or maintenance of any Display on the Parkway, in accordance with the following procedures:

1. Reservation Request. The reservation request shall be in writing on a form prepared by the Village, and shall be filed in the Village Manager's Office. The reservation request must include the name of the individual or group sponsoring the Display ("**Responsible Party**"), and the name, address, and telephone number of a member of the Responsible Party who will be the Village's "**Primary Contact**" for the reservation request and the Display after it is installed.
2. Submission Date. The reservation request must be submitted not less than 10, nor more than 30, days prior to the desired installation date for the Display.
3. Specifications and Description of Display. The reservation request must include specifications and a description of the Display that accurately depict the Display:
 - a. Preliminary Specifications and Rendering. At the time of the reservation request, the Responsible Party may submit preliminary specifications and a drawing or plan for the Display that includes the following:
 - i. Approximate dimensions of the Display;
 - ii. The manner in which the Display will be mounted or secured to the ground;
 - iii. The construction materials to be used;
 - iv. The lighting, if any, that will be a part of, or that will illuminate, the Display; and
 - v. A narrative and graphic description of the Display, including any and all written content, graphics, and art or architectural features that will be included on or within the Display.
 - b. Final Specifications and Rendering. No later than seven calendar days prior to the proposed installation date of the Display, the Responsible Party will provide the Village Manager's Office with updated specifications and an accurate and fully dimensioned (including height, width, and depth) rendering of the Display. The final specifications and rendering must incorporate and address all Village staff comments provided during the reservation review process. Failure to provide these final specifications and rendering by the required deadline will result in the revocation of the reservation.

4. Review by Village Departments. Prior to approval of any reservation, the Village Manager shall cause the reservation request to be reviewed by all departments of the Village or code enforcement officials that the Manager deems to be appropriate or necessary to determine (a) whether the proposed Display meets all applicable laws governing encroachments and obstructions to public property and (b) whether the proposed Display will create a danger or hazard to vehicular or pedestrian traffic in the vicinity of the Parkway. As part of the reservation process, the Village Attorney may review submittals to assist staff in determining compliance with provisions of this Standard Operating Procedure.
5. Action on Reservation Request. After reviewing a reservation request for a Display permit, the Village Manager may:
 - a. issue the reservation for the proposed Display;
 - b. request modifications to the reservation request or Display specifications and require resubmission of the reservation request;
 - c. issue the reservation with conditions for the installation and maintenance of the proposed Display reasonably necessary to allow the Display to be in compliance with the intent of this Standard Operating Procedure; or
 - d. deny the issuance of a reservation for the proposed Display if the Village Manager determines that (i) the proposed Display does not comply with any or all of the conditions or requirements set forth in this Standard Operating Procedure, or (ii) the proposed Display will present a clear and present danger to the public health or safety of the Village, its residents, or the pedestrians or operators of vehicles in the vicinity of the Parkway.
6. Not Transferable or Assignable. Any Display reservation issued by the Village Manager is solely for the benefit and use of the Responsible Party and may not be transferred or assigned to any other individual, group, or entity. Any Display reservation issued by the Village Manager will only be valid for the time period specified in the reservation confirmation letter.
7. Revocation. The Village Manager may revoke a Display reservation request in the event that the Village Manager determines that any or all of the conditions set forth in this Standard Operating Procedure, or any additional conditions included in the reservation confirmation, have been violated.
8. Appeals. The determination or action of the Village Manager, or his or her designee, to grant, deny, or revoke a reservation request may be appealed to the Village Board of Trustees in accordance with the same rules and procedures governing Building Code appeals set forth in Sec. 6-14 of the Northbrook Municipal Code. The decision of the Village Board of Trustees on an appeal shall be final.

9. Reservation Fee. A non-refundable fee in the amount set forth in the Annual Fee Resolution shall be due and payable at the time of reservation request.
- B. Size of Display. A Display, including all support structures, must completely fit within a volume bounded by an imaginary cube that is six feet wide, six feet deep, and six feet high. Displays that exceed these dimensions must be altered to fit within that volume.
- C. Support for Banners. Displays that are banners must use support structures, consisting of removable posts, provided by the Village. Displays consisting of solid objects or structures may utilize their own support structures so long as they are approved by the Village.
- D. Number of Displays.
 1. No more than two Displays may be installed and maintained in the Parkway at any one time. If multiple Display reservation requests are received for the same time period, reservation requests that are deemed to be in full compliance with this Standard Operating Procedure will be given preference in the order that they are received by the Village Manager's office, as indicated by the date/time stamp applied by Village staff upon receipt.
 2. No Responsible Party will be allowed to maintain more than one Display on the Parkway at the same time.
 3. No Responsible Party will be allowed to install and maintain more than one Display on the Parkway in a 365-day period. This provision does not apply to Displays that are installed directly by the Village of Northbrook.
- E. Duration. No Display may be maintained within the Parkway for a time period exceeding 30 consecutive days. All installation, deconstruction, and removal of the Display must be completed prior to end of the 30-day Display period. No Display may be maintained on the Parkway for more than a total of 30 days in any 365-day period.
- F. Removal and Restoration. Prior to the expiration of the 30-day period, the Responsible Party must, at its sole cost and expense, deconstruct and remove the Display, and restore the Parkway to its condition prior to the installation of the Display.
- G. Obscenity Prohibited. No Display may contain any matter, in writing or in a depiction, that, when considered as a whole, predominantly appeals to prurient interests and lacks serious literary, artistic, political, or scientific value.
- H. Advertising Prohibited. No Display that directs attention to or identifies a business, commodity, service, or entertainment that is an off-site Commercial Use (as defined in Article XII of the Village Zoning Code) as opposed to a Civic Use (as defined in Article XII of the Village Zoning Code) shall be permitted to be installed and maintained in the Parkway. This prohibition includes Displays promoting the off-site sale of commercial or residential property.

- I. Disclaimer Sign. The Village maintains a permanent sign on the Parkway disclaiming any Village interest in the operation, use or maintenance of the Displays erected on the Parkway ("**Disclaimer Sign**"). The Responsible Party may not remove, relocate, obstruct, or in any way tamper with the Disclaimer Sign.
- J. Construction Materials. The construction and structural elements of the Display must be in full compliance with the standards and regulations of the Village Building Code. Specifically, and without limitation, the Display must be (a) constructed of fire-resistant materials, (b) capable of withstanding wind pressures of at least 30 pounds per square foot of surface area, and (c) capable of receiving dead loads based on the actual weight of the structure.
- K. Lighting Restrictions. No flashing, blinking or intermittent lights shall be permitted on, or illuminating, the Display. All Displays shall be in full compliance with the signage illumination provisions set forth in Section 9-106 D 1 of the Village's Zoning Code. No Display may be illuminated in a manner that directs light into vehicular traffic on streets adjacent to the Parkway.
- L. Responsible Party's Risk. The Responsible Party shall acknowledge and agree that the installation and physical maintenance of the Display will be at the sole and exclusive expense and risk of the Responsible Party. The Village will not be responsible for damage of any kind caused to, or for any damage, injury, or loss as a result of, the Display.
- M. No Damage to Surrounding Property. Displays may only be installed in one of the two areas in the Parkway designated for Displays. The Responsible Party shall cause the Display to be installed and maintained in a manner that does not permanently damage or disturb the Parkway, including any vegetation or landscaping, or damage or disturb any public or private property surrounding the Parkway. In the event of any such damage or disturbance, the Responsible Party must promptly repair and remedy the damage or disturbance at its sole cost and expense.
- N. Removal of Damaged or Unsafe Display. The Responsible Party shall, at its sole cost or expense promptly (but in no event more than 24 hours after receipt of notice from the Village Manager) remove or repair any Display that is either (i) defaced with graffiti or other markings in such a manner as to render the Display obscene or (ii) is damaged or destroyed by any cause (whether intentional or unintentional, by natural causes or by deliberate causes) in such a manner as to render the Display unsafe. If a Display is defaced, damaged, or destroyed, and the Responsible Party does not either remove or repair the Display within 24 hours after receiving notice from the Village Manager, the Village will have the right to disassemble and remove the Display from the Parkway. Any Display removed by the Village will be preserved, to the extent feasible, and stored at the Village's Department of Public Works Center at 655 Huehl Road where it may be retrieved by the Responsible Party during regular business hours for five business days after removal.



AFFIDAVIT, WAIVER, AND RELEASE OF RESPONSIBLE PARTY

PLEASE READ THIS FORM CAREFULLY AND BE AWARE THAT BY POSTING A DISPLAY ON THE PARKWAY, YOU WILL BE EXPRESSLY ASSUMING THE RISK AND LEGAL LIABILITY AND WAIVING AND RELEASING ALL CLAIMS FOR INJURIES, DAMAGES OR LOSS WHICH YOU MIGHT SUSTAIN AS A RESULT OF POSTING AND MAINTAINING THE DISPLAY ON THE PARKWAY.

I, _____ ("Primary Contact") have submitted a reservation request to the Village of Northbrook ("Village") for the installation and maintenance of a Display on the Shermer-Walters Parkway ("Parkway") on behalf of _____ ("Responsible Party"). On behalf of myself and the Responsible Party, I hereby state and affirm as follows:

I will not violate any of the Ordinances of this Village or the laws of the State of Illinois or of the United States of America in the installation and maintenance of the Display described in this reservation request and I affirm that the statements contained in our reservation request are true and correct to the best of our knowledge and belief.

By submitting a reservation request to install and maintain a Display on the Shermer-Walters Parkway, I have agreed to comply with the policies and procedures set forth in the Village of Northbrook's Standard Operating Procedure 10-27-03 a copy of which I have been provided with.

I recognize and acknowledge that there are certain risks of physical injury or legal claims associated with the posting and maintaining of Displays on the Parkway, and I voluntarily agree to assume the full risk of any injuries, damages or loss, regardless of severity, that I may sustain as a result of said activity. I further agree to waive, release and relinquish all claims I may have or accrue as a result of posting and maintaining the Display in the Parkway against the Village of Northbrook, including its officers, agents, servants, employees, volunteers, insurers, related or affiliated individuals or entities, successors and assigns (hereinafter collectively referred as the "Village").

I do hereby fully waive, release, and forever discharge the Village from any and all claims for injuries, damages, or loss that I may have or accrue arising out of, connected with, or in any way associated with the installation and maintenance of the Display on the Parkway

I have read and fully understand the above important information, assumption of risk and waiver and release of all claims and execute it of my own free will and without any reservation whatsoever.

Signature

Print Name

Date

VILLAGE OF NORTHBROOK
STANDARD OPERATING PROCEDURE

TITLE: Shermer-Walters Public Forum Use and Reservation Process

Number: **XX-XX-XX** Effective Date: October 11, 2023

Dept.: Village Manager's Office

APPROVAL

Deputy Village Manager

Village Manager

INDEX: SHERMER-WALTERS PUBLIC FORUM USE AND RESERVATION PROCESS – REVISED

POLICY: Encroachments on and obstructions of public property within the Village are governed by Chapter 22 of the Northbrook Municipal Code. In 1996 the Village Board adopted Resolution No. 96-R-179 allowing for encroachments on and obstructions of that certain parkway area located at the northwest portion of the intersection of Shermer Road and Walters Avenue (the "**Parkway**"), but only upon the prior issuance of a reservation therefor by the Village Manager, subject to such restrictions that the Village Manager may impose. In doing so, the Village established the Parkway as a designated public forum.

The purpose of this Standard Operating Procedure is to specify the restrictions and the procedures that the Village Manager will implement in considering and processing a reservation for use of the Parkway.

The erection, placement, construction, operation, use or maintenance of any public or private display, structure, exhibit, sign or other encroachment upon the Parkway shall be governed by all applicable statutes, ordinances and resolutions regarding encroachments and obstructions on public property, including specifically those restrictions set forth in this Standard Operating Procedure.

PURPOSE: Any individual, group, or entity seeking to erect, place, construct, operate, use or maintain a display, structure, exhibit, sign or other encroachment, herein referred to as "*Displays*", on the Parkway must first obtain a reservation from the Village Manager specifying in detail the nature of any such Display. The Village Manager shall have the authority to make decisions and determinations regarding the issuance of a reservation therefor in accordance with Chapter 22 of the Northbrook Municipal Code and Northbrook Resolution No. 96-R-179.

PROCEDURE: The erection, construction, placement, maintenance, operation, or use of a display, structure, exhibit, sign or other encroachment (a "*Display*") on, at, or within the Parkway shall be subject to, and conditioned upon, each and all of the following conditions and restrictions:

A. Reservation Required. A reservation, issued by the Village Manager, shall be required prior to the erection or maintenance of any Display on the Parkway, in accordance with the following procedures:

1. Reservation Request. The reservation request shall be in writing on a form prepared by the Village, and shall be filed in the Village Manager's Office. The reservation request must include the name of the individual or group sponsoring the Display ("**Responsible Party**"), and the name, address, and telephone number of a member of the Responsible Party who will be the Village's "**Primary Contact**" for the reservation request and the Display after it is installed.
2. Submission Date. The reservation request must be submitted not less than 10, nor more than 30, days prior to the desired installation date for the Display.
3. Specifications and Description of Display. The reservation request must include specifications and a description of the Display that accurately depict the Display:
 - a. Preliminary Specifications and Rendering. At the time of the reservation request, the Responsible Party may submit preliminary specifications and a drawing or plan for the Display that includes the following:
 - i. Approximate dimensions of the Display;
 - ii. The manner in which the Display will be mounted or secured to the ground;
 - iii. The construction materials to be used;
 - iv. The lighting, if any, that will be a part of, or that will illuminate, the Display; and
 - v. A narrative and graphic description of the Display, including any and all written content, graphics, and art or architectural features that will be included on or within the Display.
 - b. Final Specifications and Rendering. No later than seven calendar days prior to the proposed installation date of the Display, the Responsible Party will provide the Village Manager's Office with updated specifications and an accurate and fully dimensioned (including height, width, and depth) rendering of the Display. The final specifications and rendering must incorporate and address all Village staff comments provided during the reservation review process. Failure to provide these final specifications and rendering by the required deadline will result in the revocation of the reservation.
4. Review by Village Departments. Prior to approval of any reservation, the Village Manager shall cause the reservation request to be reviewed by all departments of the Village or code enforcement officials that the Manager deems to be appropriate or necessary to determine (a) whether the proposed Display meets all applicable laws governing encroachments and obstructions to public property and (b) whether the proposed Display will create a danger or hazard to vehicular or pedestrian traffic in the vicinity of the Parkway. As part of the reservation process, the Village Attorney may review submittals to assist staff in determining compliance with provisions of this Standard Operating Procedure.

5. **Action on Reservation Request.** After reviewing a reservation request for a Display permit, the Village Manager may:
 - a. issue the reservation for the proposed Display;
 - b. request modifications to the reservation request or Display specifications and require resubmission of the reservation request;
 - c. issue the reservation with conditions for the installation and maintenance of the proposed Display reasonably necessary to allow the Display to be in compliance with the intent of this Standard Operating Procedure; or
 - d. deny the issuance of a reservation for the proposed Display if the Village Manager determines that (i) the proposed Display does not comply with any or all of the conditions or requirements set forth in this Standard Operating Procedure, or (ii) the proposed Display will present a clear and present danger to the public health or safety of the Village, its residents, or the pedestrians or operators of vehicles in the vicinity of the Parkway.
6. **Not Transferable or Assignable.** Any Display reservation issued by the Village Manager is solely for the benefit and use of the Responsible Party and may not be transferred or assigned to any other individual, group, or entity. Any Display reservation issued by the Village Manager will only be valid for the time period specified in the reservation confirmation letter.
7. **Revocation.** The Village Manager may revoke a Display reservation request in the event that the Village Manager determines that any or all of the conditions set forth in this Standard Operating Procedure, or any additional conditions included in the reservation confirmation, have been violated.
8. **Appeals.** The determination or action of the Village Manager, or his or her designee, to grant, deny, or revoke a reservation request may be appealed to the Village Board of Trustees in accordance with the same rules and procedures governing Building Code appeals set forth in Sec. 6-14 of the Northbrook Municipal Code. The decision of the Village Board of Trustees on an appeal shall be final.
9. **Reservation Fee.** A non-refundable fee in the amount set forth in the Annual Fee Resolution shall be due and payable at the time of reservation request.

B. **Size of Display.** A Display, including all support structures, must completely fit within a volume bounded by an imaginary cube that is six feet wide, six feet deep, and six feet high. Displays that exceed these dimensions must be altered to fit within that volume.

C. **Support for Banners.** Displays that are banners must use support structures, consisting of removable posts, provided by the Village. Displays consisting of solid objects or structures may utilize their own support structures so long as they are approved by the Village.

D. **Number of Displays.**

1. No more than two Displays may be installed and maintained in the Parkway at any one time. If multiple Display reservation requests are received for the same time period, reservation requests that are deemed to be in full compliance with this Standard Operating Procedure will

be given preference in the order that they are received by the Village Manager's office, as indicated by the date/time stamp applied by Village staff upon receipt.

2. No Responsible Party will be allowed to maintain more than one Display on the Parkway at the same time.
3. No Responsible Party will be allowed to install and maintain more than one Display on the Parkway in a 365-day period. This provision does not apply to Displays that are installed directly by the Village of Northbrook.

E. Duration. No Display may be maintained within the Parkway for a time period exceeding 30 consecutive days. All installation, deconstruction, and removal of the Display must be completed prior to end of the 30-day Display period. No Display may be maintained on the Parkway for more than a total of 30 days in any 365-day period.

F. Removal and Restoration. Prior to the expiration of the 30-day period, the Responsible Party must, at its sole cost and expense, deconstruct and remove the Display, and restore the Parkway to its condition prior to the installation of the Display.

G. Obscenity Prohibited. No Display may contain any matter, in writing or in a depiction, that, when considered as a whole, predominantly appeals to prurient interests and lacks serious literary, artistic, political, or scientific value.

H. Advertising Prohibited. No Display that directs attention to or identifies a business, commodity, service, or entertainment that is an off-site Commercial Use (as defined in Article XII of the Village Zoning Code) as opposed to a Civic Use (as defined in Article XII of the Village Zoning Code) shall be permitted to be installed and maintained in the Parkway. This prohibition includes Displays promoting the off-site sale of commercial or residential property.

I. Disclaimer Sign.

The Village maintains a permanent sign on the Parkway disclaiming any Village interest in the operation, use or maintenance of the Displays erected on the Parkway ("***Disclaimer Sign***"). The Responsible Party may not remove, relocate, obstruct, or in any way tamper with the Disclaimer Sign.

J. Construction Materials. The construction and structural elements of the Display must be in full compliance with the standards and regulations of the Village Building Code. Specifically, and without limitation, the Display must be (a) constructed of fire-resistant materials, (b) capable of withstanding wind pressures of at least 30 pounds per square foot of surface area, and (c) capable of receiving dead loads based on the actual weight of the structure.

K. Lighting Restrictions. No flashing, blinking or intermittent lights shall be permitted on, or illuminating, the Display. All Displays shall be in full compliance with the signage illumination provisions set forth in Section 9-106 D 1 of the Village's Zoning Code. No Display may be illuminated in a manner that directs light into vehicular traffic on streets adjacent to the Parkway.

L. Responsible Party's Risk. The Responsible Party shall acknowledge and agree that the installation and physical maintenance of the Display will be at the sole and exclusive expense and risk of the

Responsible Party. The Village will not be responsible for damage of any kind caused to, or for any damage, injury, or loss as a result of, the Display.

- M. No Damage to Surrounding Property. Displays may only be installed in one of the two areas in the Parkway designated for Displays. The Responsible Party shall cause the Display to be installed and maintained in a manner that does not permanently damage or disturb the Parkway, including any vegetation or landscaping, or damage or disturb any public or private property surrounding the Parkway. In the event of any such damage or disturbance, the Responsible Party must promptly repair and remedy the damage or disturbance at its sole cost and expense.
- N. Removal of Damaged or Unsafe Display. The Responsible Party shall, at its sole cost or expense promptly (but in no event more than 24 hours after receipt of notice from the Village Manager) remove or repair any Display that is either (i) defaced with graffiti or other markings in such a manner as to render the Display obscene or (ii) is damaged or destroyed by any cause (whether intentional or unintentional, by natural causes or by deliberate causes) in such a manner as to render the Display unsafe. If a Display is defaced, damaged, or destroyed, and the Responsible Party does not either remove or repair the Display within 24 hours after receiving notice from the Village Manager, the Village will have the right to disassemble and remove the Display from the Parkway. Any Display removed by the Village will be preserved, to the extent feasible, and stored at the Village's Department of Public Works Center at 655 Huehl Road where it may be retrieved by the Responsible Party during regular business hours for five business days after removal.

AFFIDAVIT, WAIVER, AND RELEASE OF RESPONSIBLE PARTY

PLEASE READ THIS FORM CAREFULLY AND BE AWARE THAT BY POSTING A DISPLAY ON THE PARKWAY, YOU WILL BE EXPRESSLY ASSUMING THE RISK AND LEGAL LIABILITY AND WAIVING AND RELEASING ALL CLAIMS FOR INJURIES, DAMAGES OR LOSS WHICH YOU MIGHT SUSTAIN AS A RESULT OF POSTING AND MAINTAINING THE DISPLAY ON THE PARKWAY.

I, _____ ("Primary Contact") have submitted a reservation request to the Village of Northbrook ("Village") for the installation and maintenance of a Display on the Shermer-Walters Parkway ("Parkway") on behalf of _____ ("Responsible Party"). On behalf of myself and the Responsible Party, I hereby state and affirm as follows:

I will not violate any of the Ordinances of this Village or the laws of the State of Illinois or of the United States of America in the installation and maintenance of the Display described in this reservation request and I affirm that the statements contained in our reservation request are true and correct to the best of our knowledge and belief.

By submitting a reservation request to install and maintain a Display on the Shermer-Walters Parkway, I have agreed to comply with the policies and procedures set forth in the Village of Northbrook's Standard Operating Procedure 10-27-03 a copy of which I have been provided with.

I recognize and acknowledge that there are certain risks of physical injury or legal claims associated with the posting and maintaining of Displays on the Parkway, and I voluntarily agree to assume the full risk of any injuries, damages or loss, regardless of severity, that I may sustain as a result of said activity. I further agree to waive, release and relinquish all claims I may have or accrue as a result of posting and maintaining the Display in the Parkway against the Village of Northbrook, including its officers, agents, servants, employees, volunteers, insurers, related or affiliated individuals or entities, successors and assigns (hereinafter collectively referred as the "Village").

I do hereby fully waive, release, and forever discharge the Village from any and all claims for injuries, damages, or loss that I may have or accrue arising out of, connected with, or in any way associated with the installation and maintenance of the Display on the Parkway

I have read and fully understand the above important information, assumption of risk and waiver and release of all claims and execute it of my own free will and without any reservation whatsoever.

Signature

Print Name

Date

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Deputy Village Manager Madeline Farrell
Cc: Village Board of Trustees
Date: 2023-10-10
Subject: A Resolution Approving a Contribution to the Northbrook Symphony Orchestra

Overview/Synopsis.

For the Board's consideration is approval of the Northbrook Symphony Orchestra's \$10,000 contribution request with a one-time waiver of the requirement for non-profit, tax-exempt status

Fiscal Impact.

The FY 2023/2024 Budget includes \$365,500 for Contributions in Account No. 11-1110-584. Year-to-date \$355,375 has been distributed to non-profit community organizations.

Recommendation.

Approval.

Background.

Each year the Village receives a number of requests for contributions from community non-profit organizations. At the May 9, 2023 Committee of the Whole meeting there was consensus by a majority of the Board to fund the contribution requests from the Hunger Resource Network, Family Service Center, GBN Grad Night, Josselyn, North Shore Senior Center, Northbrook Historical Society, TotalLink2, Youth Services, and the North Suburban Legal Aid Clinic. Payments totally over \$350,000 were approved at the May 23, 2023 Board Meeting. On May 9, there was also consensus by a majority of the Board to delay approval of the Northbrook Symphony Orchestra's request for \$10,000 until audited financial statements and 501(c)3 status confirmation were provided.

The Northbrook Symphony Orchestra has delivered the Symphony's Statement of Activity and Statement of Financial Position as of June 30, 2023. The Symphony's President also shared that while the Symphony is working to re-establish their 501(c)3 status, they have not yet done so and will likely not complete the recertification process this calendar year.

Approval of the Northbrook Symphony Orchestra's \$10,000 contribution request is presented to the Board with a one-time waiver of the requirement for non-profit, tax-exempt status.

[A Resolution Approving a Contribution to the Northbrook Symphony Orchestra.docx](#)

Resolution 2023-_____

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

A Resolution Approving a Contribution to the Northbrook Symphony Orchestra

is hereby adopted, as follows:

Section 1. Recitals.

The Village's Fiscal Year 2023/2024 budget includes funding for contributions to support non-profit organizations that provide services to the community. On May 9, 2023, the Village Board met as a Committee of the Whole to discuss funding requests from various organizations seeking Village support. After discussing the requests and receiving the additional information requested, the Village Board recommends the following contributions be made for Fiscal Year 2023/2024:

Northbrook Symphony Orchestra	\$10,000
-------------------------------	----------

Section 2. Waiver of Non-Profit, Tax-Exempt Status Requirement.

The Village Board has considered and approves a one-time waiver for the Northbrook Symphony Orchestra of the non-profit, tax-exempt status required to receive a contribution.

Section 3. Authorization of Expenditure.

The Village Manager is hereby authorized and directed to pay on behalf of the Village a total payment of \$10,000 to the organization described herein. This amount shall be paid out of Account No. 11-1110-584-00 (Contributions) of the FY 2023/2024 Budget.

ATTEST:

Village President

Village Clerk

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Village Clerk Debra Ford
Cc: Village Board of Trustees
Date: 2023-10-10
Subject: A Resolution Approving the Release of Certain Written Minutes of Closed Session Meetings of the Village Board of Trustees

Overview/Synopsis.

The release of certain closed session meeting minutes which the Village Board of Trustees has determined no longer require confidential treatment.

Fiscal Impact.

N/A.

Recommendation.

Approval.

Background.

Pursuant to the Illinois Open Meetings Act, 5 ILCS 120/1 et seq. ("Act"), the Village has maintained audiotaped verbatim records, and has approved written minutes, of meetings of the Village Board of Trustees that were closed to the public pursuant to the Act (collectively, the "Closed Meetings").

Pursuant to Section 2.06(d) of the Act, the President and Board of Trustees have conducted its twice-annual review of all written minutes of the Closed Meetings. The President and Board of Trustees have determined that confidential treatment is no longer necessary for the written minutes of those Closed Meetings that are identified in Schedule A (attached) and that such minutes may be made available for public inspection.

[A Resolution Approving the Release of Certain Written Minutes of Closed Session Meetings of the Village of Trustees](#)
[Schedule A.pdf](#)

Resolution 2023-

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

A Resolution Approving the Release of Certain Written Minutes of Closed Session Meetings of the Village Board of Trustees

is hereby adopted, as follows:

Section 1. RECITALS.

The Village of Northbrook is a home rule municipal corporation in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970.

Pursuant to the Illinois Open Meetings Act, 5 ILCS 120/1 *et seq.* ("Act"), the Village has maintained audiotaped verbatim records, and has approved written minutes, of meetings of the Village Board of Trustees that were closed to the public pursuant to the Act (collectively, the "*Closed Meetings*"); and

Pursuant to Section 2.06(d) of the Act, the President and Board of Trustees have conducted its twice-annual review of all written minutes of the Closed Meetings.

The President and Board of Trustees have determined that confidential treatment is no longer necessary for the written minutes of those Closed Meetings that are identified in Schedule A attached to and, by this reference, made a part of this Resolution, and that such minutes may be made available for public inspection.

The President and Board of Trustees have determined that a need for confidentiality still exists as to the written minutes of all Closed Meetings that are not identified in Schedule A of this Resolution and that have not previously been released.

Section 2. PUBLIC INSPECTION OF WRITTEN MINUTES OF CLOSED MEETINGS.

The President and Board of Trustees shall, and do hereby, authorize the public inspection of the written minutes of those Closed Meetings that are identified in Schedule A of this Resolution, in accordance with and pursuant to the Act and the Illinois Freedom of Information Act, 5 ILCS 140/1, *et seq.*

Section 3. DETERMINATION OF CONFIDENTIALITY.

The President and Board of Trustees shall, and do hereby, determine that a need for confidentiality still exists as to the written minutes of all Closed Meetings that are not identified in Schedule A of this Resolution and for which the Village has not previously

authorized public inspection.

Section 4. EFFECTIVE DATE.

This Resolution shall be in full force and effect from and after its passage and in the manner provided by law.

Draft: 10/10/23

ATTEST:

Village President

Village Clerk

Schedule A

2016

January 12, 2016
April 12, 2016 (partial)
June 28, 2016 (partial)
September 13, 2016 (partial)

2017
July 25, 2017

2018
July 17, 2018
October 30, 2018
November 13, 2018 (partial)

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Director of Development and Planning Services Jonathan Mendel
Cc: Village Board of Trustees
Date: 2023-10-10
Subject: Public hearing and consideration of approval for Outdoor Seating Hours of Operation for Lazy Dog Restaurant, 992 Willow Road.

Overview/Synopsis.

The Applicant requests approval for extended hours of operation for outdoor seating on the Subject Property. Chapter 15, Article XXIX - Food - Division 3 Outdoor Seating Areas requires that the Village Board must hold a Public Hearing regarding outdoor seating hours prior to considering:

- i. An Ordinance Granting Approval for Extended Hours of Operation for an Outdoor Seating Area.

Fiscal Impact.

N/A.

Recommendation.

Conduct the Public Hearing and consider the ordinance approving extended hours for outdoor dining.

Background.Village Board Consideration

The Village Board of Trustees is scheduled to conduct a public hearing related to the request for extended hours of operation for outdoor seating for a restaurant for an application filed by Lazy Dog Restaurants, LLC (the "Applicant") as potential tenant of 992 Willow Road (the "Subject Property"), which is owned by Willow Festival Regency, LLC (the "Owner"). Following the Public Hearing, the Board is requested to consider approval for extended hours for outdoor seating for the restaurant later than what is currently allowed per Municipal Code. The amendment request was properly noticed through a sign posted on the Subject Property by September 25, 2023, as required per Code.

The Applicant is proposing to maintain the existing permanent outdoor dining area accessory

to the restaurant building. The outdoor dining area is proposed to operate Monday through Friday 11AM to 1AM and Saturday and Sunday 9AM to 12AM. These hours of operation fall outside of the permitted outdoor seating hours of operation stated in Municipal Code Article XXIX Division 3 Section 15-1046(d) which permits outdoor dining 6AM to 10PM Sunday through Thursday and 6AM to 11PM Friday and Saturday. Section 15-1045 permits the Applicant to request hours of operation beyond the permitted hours through a review process with the Board of Trustees.

On July 11, 2023, the Board of Trustees reviewed the requested hours at a preliminary review and found no concerns. Staff has prepared draft approval documents to consider an amendment to the outdoor dining hours of operation.

On October 10, 2023, the Board is scheduled to consider the following document:

- i. An Ordinance Granting Approval for Extended Hours of Operation for an Outdoor Seating Area.

Staff and the Applicant will be present at the meeting in the event there are any questions.

[*i. Lazy Dog - Ordinance Granting Special Approval for Outdoor Seating Hours.pdf*](#)

Ordinance 2023-

An Ordinance Granting Approval for Extended Hours of Operation for an Outdoor Seating Area

**(Lazy Dog Restaurant - 992 Willow Road)
(Plan Commission Docket No. PCD-23-09)**

Passed by the Board of Trustees, _____
Printed and Published _____

Printed and Published in Pamphlet Form
by Authority of the
President and Board of Trustees
VILLAGE OF NORTHBROOK
COOK COUNTY, ILLINOIS

I hereby certify that this document
was properly published on the date
stated above.

Village Clerk

Ordinance 2023-__

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

An Ordinance Granting Approval for Extended Hours of Operation for an Outdoor Seating Area

**(Lazy Dog Restaurant - 992 Willow Road)
(Plan Commission Docket No. PCD-23-09)**

shall be, and is hereby, adopted as follows:

Section 1. BACKGROUND.

Lazy Dog Restaurants, LLC ("Applicant") is the potential tenant of the property commonly known as 992 Willow Road ("Property"). The Property is improved with single story restaurant building and is owned by Willow Festival Regency, LLC ("Owner") which has consented to the relief requested by the Applicant. The Applicant is seeking to extend the hours of operation for the accessory outdoor seating area for the proposed Lazy Dog Restaurant.

Section 2. DESCRIPTION OF PROPERTY.

The Property is commonly known 992 Willow Road, which is legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance. The Property is located within the C-5 Boulevard Commercial/Techny Overlay District.

Section 3. PUBLIC MEETINGS & HEARINGS.

A public hearing to consider the subject application for a special approval was duly advertised on September 25, 2023 through a sign posted on the Property, and a meeting was held at the Village Board's regular meeting on October 10, 2023.

Section 4. APPROVAL OF EXTENDED HOURS.

Subject to and contingent upon the conditions, restrictions, and provisions set forth in Section 5 of this Ordinance, approval of extended hours of operation is hereby granted to the Applicant in accordance with and pursuant to Chapter 15, Article XXIX – Food - Division 3 Outdoor Seating Areas of the Village

Code and the home rule powers of the Village of Northbrook.

Section 5. **LAZY DOG OUTDOOR SEATING HOURS OF OPERATION.**

The special approval granted in Section 4 above shall be, and is hereby, expressly subject to and contingent upon each of the following conditions, restrictions and provisions:

- A. Outdoor Seating Area Hours of Operation:
 - a) Monday through Friday: 11:00AM – 1:00AM
 - b) Saturday through Sunday: 9:00AM – 12:00AM

Section 6. **EFFECTIVE DATE.**

This ordinance shall be in full force and effect on October 11, 2023 after its passage, approval, and publication in pamphlet form as provided by law.

ATTEST:

Village President

Village Clerk

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

PART OF LOT SE-1A IN THE FINAL PLAT OF SUBDIVISION OF TECHNY PARCEL SE-1, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 14, AND PART OF THE NORTHWEST QUARTER OF SECTION 23, AND PART OF THE NORTHEAST QUARTER OF SECTION 23, ALL IN TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 22, 2000 AS DOCUMENT NUMBER 01007540, IN COOK COUNTY, ILLINOIS.

Commonly known as 992 Willow Road, Northbrook, Illinois

PIN: 04-23-108-007-0000

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Director of Development and Planning Services Jonathan Mendel
Cc: Village Board of Trustees
Date: 2023-10-10
Subject: Consideration of Various Actions to Approve the Zoning Relief Application of Lazy Dog Restaurant, 992 Willow Road, Plan Commission Docket No. PCD-23-09

Overview/Synopsis.

The Applicant requests a special permit to allow three wall signs above 20 feet to be located on the existing building on the Subject Property. The Plan Commission recommends approval of the request related to wall signs.

- i. An Ordinance Granting a Special Permit Authorizing Wall Signs in Excess of the District Height Limit of 20 Feet in the C-5 Boulevard Commercial District.

Fiscal Impact.

N/A.

Recommendation.

Approval.

Background.Plan Commission Consideration

The Plan Commission conducted a public hearing on the application during its regular meeting on September 19, 2023. The Commission found the request for the wall signs to be acceptable and there being no comments from the public, the Commission closed the public hearing and briefly discussed the application. The Commission adopted, by a vote of 6-0 (three members absent), the attached Resolution No. 23-PC-13 recommending approval of the special permit for the wall signs. The staff report from the September 19 public hearing is included for reference. The minutes from September 19 meeting were not available at the time of drafting this report.

Village Board Consideration

Action to be considered by the Board of Trustees is the Plan Commission recommendation for zoning relief for wall signs above 20 feet height for an application filed by Lazy Dog Restaurants, LLC (the "Applicant") as potential tenant of 992 Willow Road (the "Subject Property"), which is owned by Willow Festival Regency, LLC (the "Owner"). The Applicant requests a special permit to allow three wall signs above 20 feet in height to be located on the existing building

On July 11, 2023, the Board of Trustees reviewed the wall signs at a preliminary review and found no concerns. Staff has prepared draft documents to consider approval of the requested zoning and subdivision relief for the wall signs.

On October 10, 2023, the Board is scheduled to consider the following document:

- i. An Ordinance Granting a Special Permit Authorizing Wall Signs in Excess of the District Height Limit of 20 Feet in the C-5 Boulevard Commercial District.

Staff and the Applicant will be present at the meeting in the event there are any questions.

- i. [Lazy Dog - Ordinance Granting Special Permit Wall Signs.pdf](#)
[Exhibit A - 992 Willow - PC Resolution & Staff Report.pdf](#)
[Exhibit B - 992 Willow - Formal Application.pdf](#)
[Exhibit C - 992 Willow - Narrative & Plans.pdf](#)

Ordinance 2023-__

An Ordinance Granting a Special Permit Authorizing Wall Signs in Excess of the District Height Limit of 20 Feet in the C-5 Boulevard Commercial District (992 Willow Road) (Plan Commission Docket No. PCD-23-09)

Passed by the Board of Trustees, _____
Printed and Published _____

Printed and Published in Pamphlet Form
by Authority of the
President and Board of Trustees
VILLAGE OF NORTHBROOK
COOK COUNTY, ILLINOIS

I hereby certify that this document
was properly published on the date
stated above.

Village Clerk

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

An Ordinance Granting a Special Permit Authorizing Wall Signs in Excess of the District Height Limit of 20 Feet in the C-5 Boulevard Commercial District (992 Willow) (Plan Commission Docket No. PCD-23-09)

shall be, and is hereby, adopted as follows:

Section 1. **BACKGROUND.**

Lazy Dog Restaurants, LLC ("Applicant") is the potential tenant of the property commonly known as 992 Willow Road ("Property"). The Property is improved with single story restaurant building and is owned by Willow Festival Regency, LLC ("Owner") which has consented to the relief requested by the Applicant.

The Applicant is seeking to install internally illuminated wall signs ("Signs") in excess of the district height limit of 20 feet on the existing building on the Property. There will be three wall signs mounted at approximately 25'6" (north); 25'1" (east); and 21'4" (west) above grade on the Property.

Section 2. **DESCRIPTION OF PROPERTY.**

The Property is commonly known 992 Willow Road, which is legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance. The Property is located within the C-5 Boulevard Commercial/Techny Overlay District.

Section 3. **PUBLIC MEETINGS & HEARINGS.**

A public hearing to consider the subject application for a special permit was duly advertised on August 31, 2023 in the *Northbrook Herald* and was held at the Plan Commission's regular meeting on September 19, 2023. On September 19, 2023, the Plan Commission formally adopted Resolution No. 23-PC-13 recommending approval of the application.

Section 4. **SPECIAL PERMIT.**

Subject to and contingent upon the conditions, restrictions, and provisions set forth in Section 5 of this Ordinance, a special permit to allow three wall signs in excess of the district height limit of 20 feet (Northbrook SIC Code No. 9966.00: Signs in Excess of District Height Limits as Provided in Section 9-106) on the Property is hereby granted to the Applicant in accordance with and pursuant to Section 11-602 of the Code and the home rule powers of the Village of Northbrook.

Section 5. **SPECIAL PERMIT CONDITIONS.**

The special permit granted in Section 4 above shall be, and is hereby, expressly subject to and contingent upon each of the following conditions, restrictions and provisions:

- A. Compliance with Plans. The development, use, and maintenance of the Signs shall be in compliance with that certain "Sign Plan," prepared by First & Main Sign Company, consisting of three pages, with the latest revision date of June 1, 2023, indicating the location and dimensions of the Signs, attached as ***Exhibit B*** and, by this reference, made a part of this Ordinance, except for minor changes and site work approved by the Director of Development & Planning Services in accordance with all applicable Village codes, ordinances, and standards.

Section 6. FAILURE TO COMPLY WITH CONDITIONS.

Upon failure or refusal of the Applicant to comply with any or all of the conditions, restrictions or provisions of this Ordinance, the special permit granted in Section 4 of this Ordinance shall, at the sole discretion of the Village Board of Trustees, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village Board of Trustees may not so revoke the special permit unless it shall first provide the Applicant with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Board of Trustees. In the event of revocation, the development and use of the Property shall be governed solely by the regulations of the C-5 Boulevard Commercial/Techny Overlay District, as the same may, from time to time, be amended. Further, in the event of such revocation of the special permit, the Village Manager and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances. The Applicant acknowledges that public notices and hearings have been held with respect to the adoption of this Ordinance, has considered the possibility of the revocation provided for in this Section, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the notice to the Applicant or its successor required by this Section is given.

Section 7. AMENDMENT TO SPECIAL PERMIT.

Any amendment to the special permit granted by this Ordinance that may be requested by the Applicant after the effective date of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Code.

Section 8. BINDING EFFECT; NON-TRANSFERABILITY.

The privileges, obligations, and provisions of each and every Section of this Ordinance, are for the sole benefit of, and shall be binding on, the Applicant, except as otherwise expressly provided in this Ordinance. Nothing in this Ordinance shall be deemed to allow this Ordinance to be transferred to any person or entity without a new application for approval for any person or entity other than the Applicant.

Section 9. EFFECTIVE DATE.

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

- i. passage by the Board of Trustees of the Village of Northbrook by a majority vote in the manner required by law;
- ii. publication in pamphlet form in the manner required by law;

- iii. the filing by the Applicant and the Owner with the Village Clerk of an unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance. Said unconditional agreement and consent shall be in the form of **Exhibit C**, attached to and made a part of this Ordinance by this reference; and
- iv. recordation of this Ordinance, together with such exhibits as the Village Clerk shall deem appropriate for recordation, with the Cook County Clerk's Office. The Applicant shall bear the full cost of such recordation.

B. In the event that the Applicant does not file with the Village Clerk a fully executed copy of the unconditional agreement and consent referenced in Paragraph 9.A.iii of this Ordinance within 90 days after the date of passage of this Ordinance by the President and Board of Trustees, the corporate authorities shall have the right, in their sole discretion, to declare this Ordinance null and void and of no force or effect.

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

PART OF LOT SE-1A IN THE FINAL PLAT OF SUBDIVISION OF TECHNY PARCEL SE-1, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 14, AND PART OF THE NORTHWEST QUARTER OF SECTION 23, AND PART OF THE NORTHEAST QUARTER OF SECTION 23, ALL IN TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 22, 2000 AS DOCUMENT NUMBER 01007540, IN COOK COUNTY, ILLINOIS.

Commonly known as 992 Willow Road, Northbrook, Illinois

PIN: 04-23-108-007-0000

EXHIBIT B

SIGN PLANS

Location:
Lazy Dog
992 Willow Road
Northbrook, IL 60062

Revision:

- 1) Added Sign F to package
- 2) Revised all elevations; Revised "Take Out"
- 3) Add updated site plan and floor plan from client
- 4) 06/01/23:AM:Revised south and west elevations; Removed the marquee

- Approved
- Approved as Noted
- Revise & Resubmit

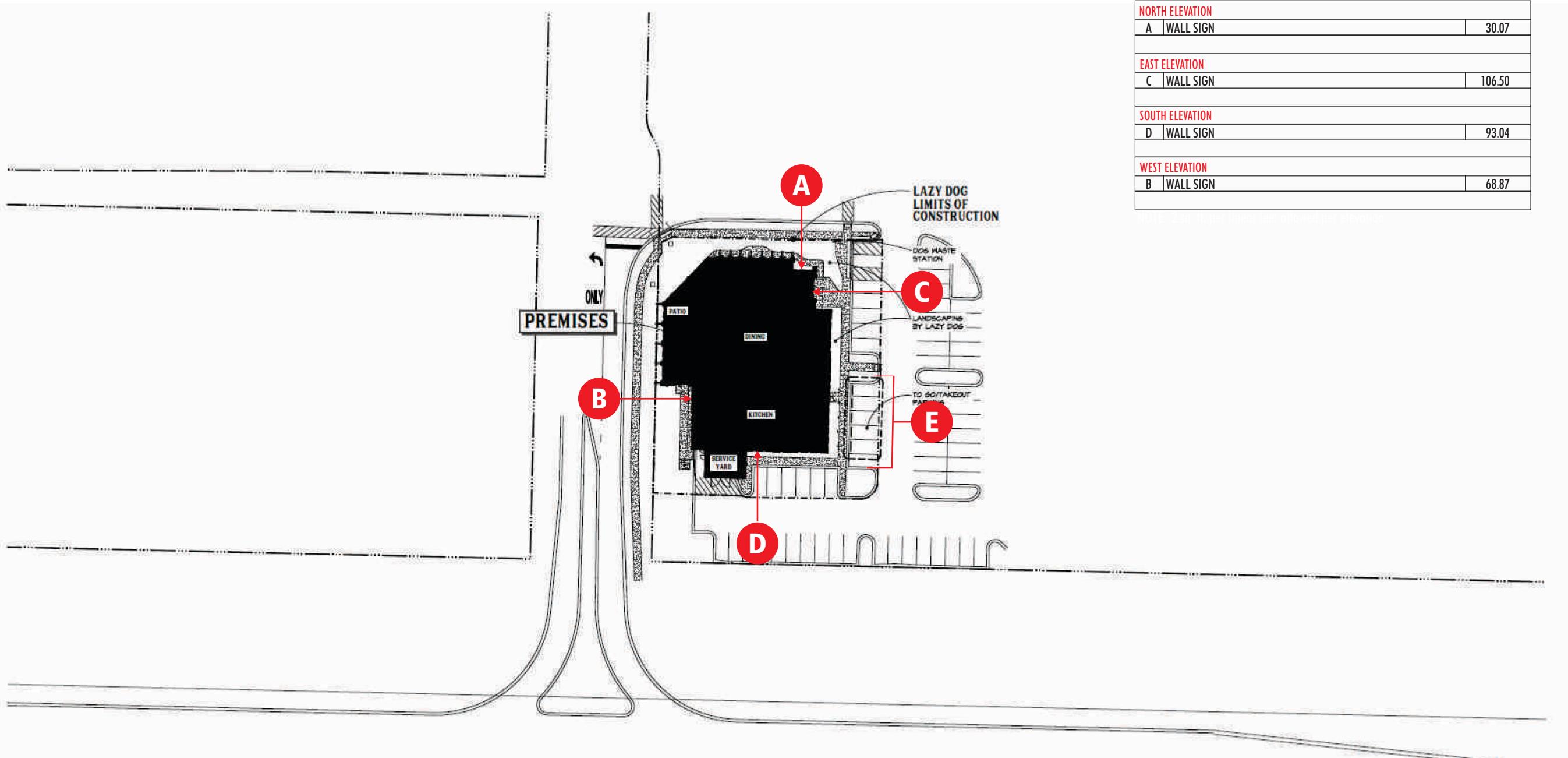
Drawing No: 23-2153-R04

Date: 04.27.2023

JS

Page No: 2.00

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SIGN DESCRIPTION	SQ. FT.
NORTH ELEVATION	
A WALL SIGN	30.07
EAST ELEVATION	
C WALL SIGN	106.50
SOUTH ELEVATION	
D WALL SIGN	93.04
WEST ELEVATION	
B WALL SIGN	68.87

1 SITE PLAN
SCALE: NTS

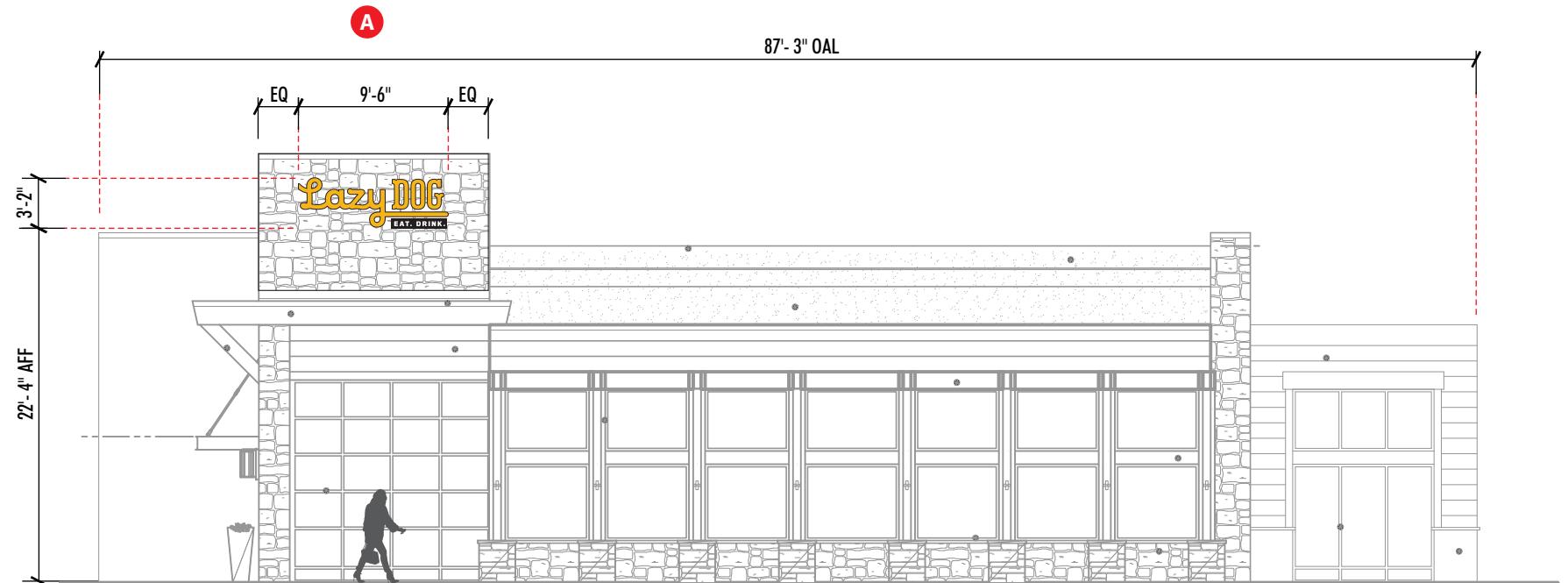
N

Location:

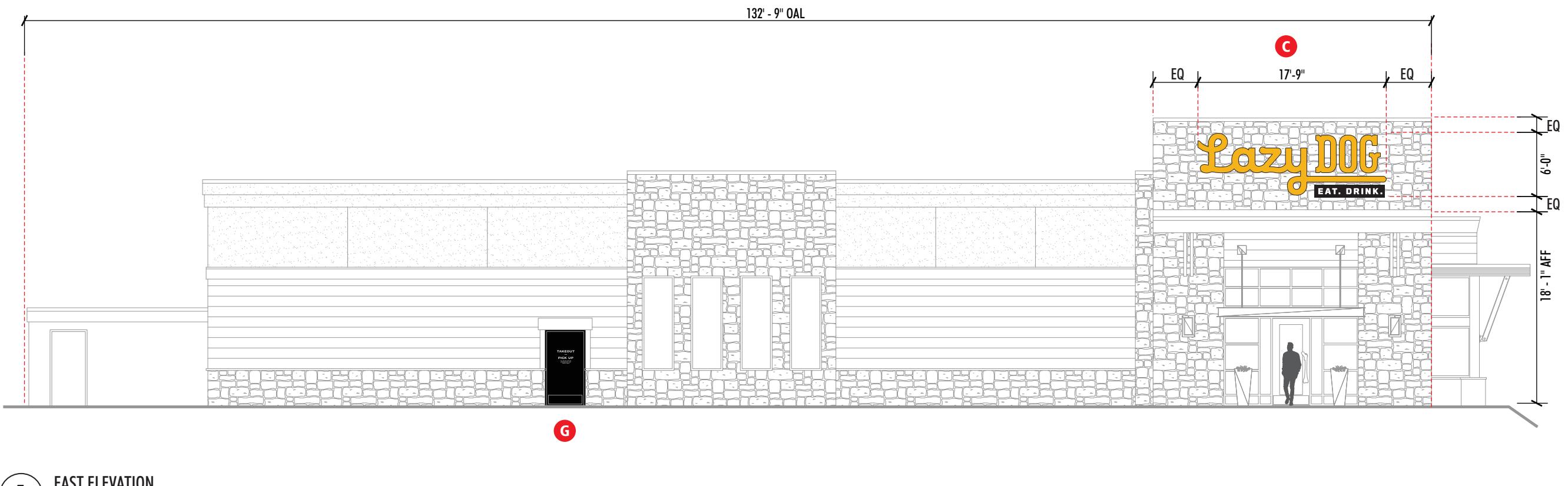
Lazy Dog
992 Willow Road
Northbrook, IL 60062

Revision:

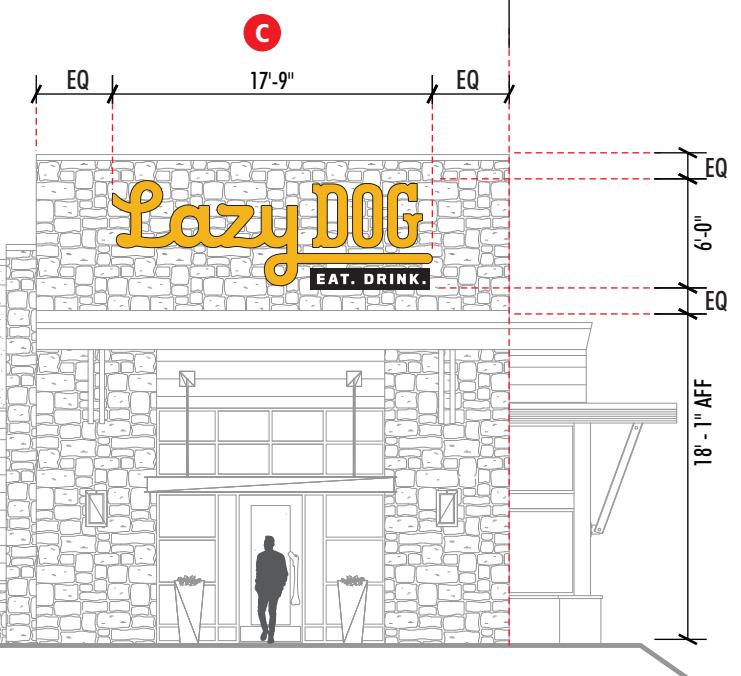
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1 NORTH ELEVATION
SCALE: 3/32' = 1'-0"



1 EAST ELEVATION
SCALE: 3/32' = 1'-0"



- Approved
- Approved as Noted
- Revise & Resubmit

Drawing No: 23-2153-R04

Date: 04.27.2023

Page No: 4.00

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Location:

Lazy Dog
992 Willow Road
Northbrook, IL 60062

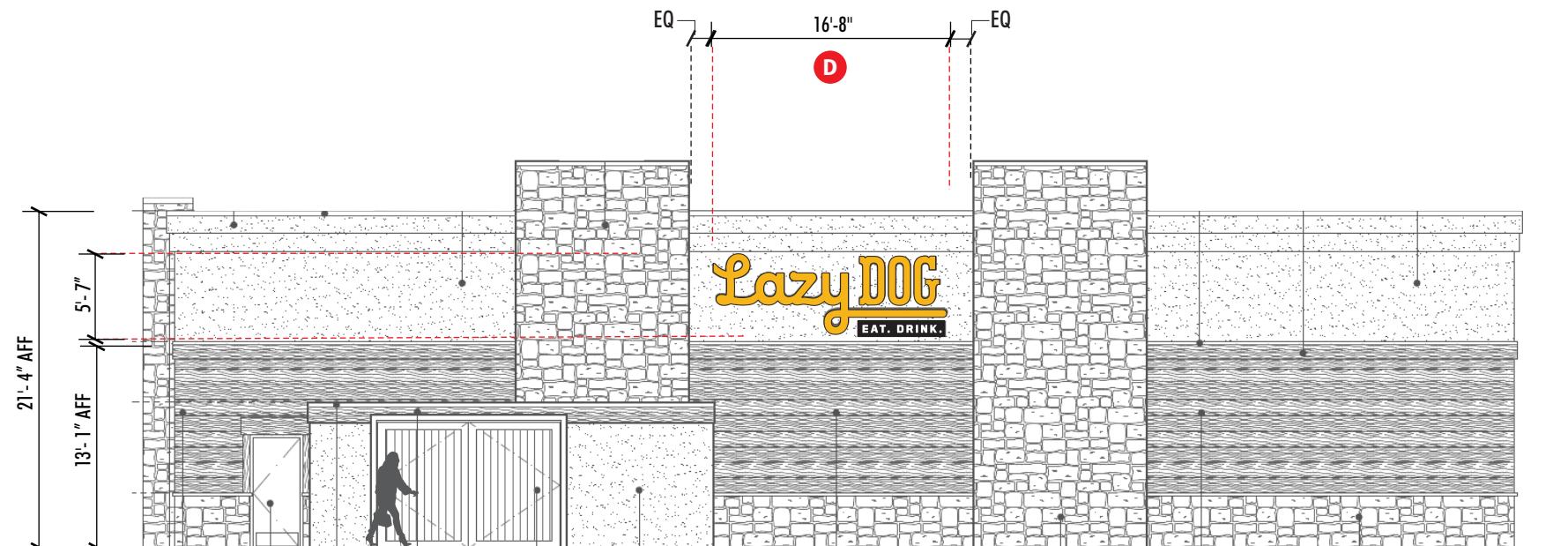
Revision:

1) Added Sign F to package

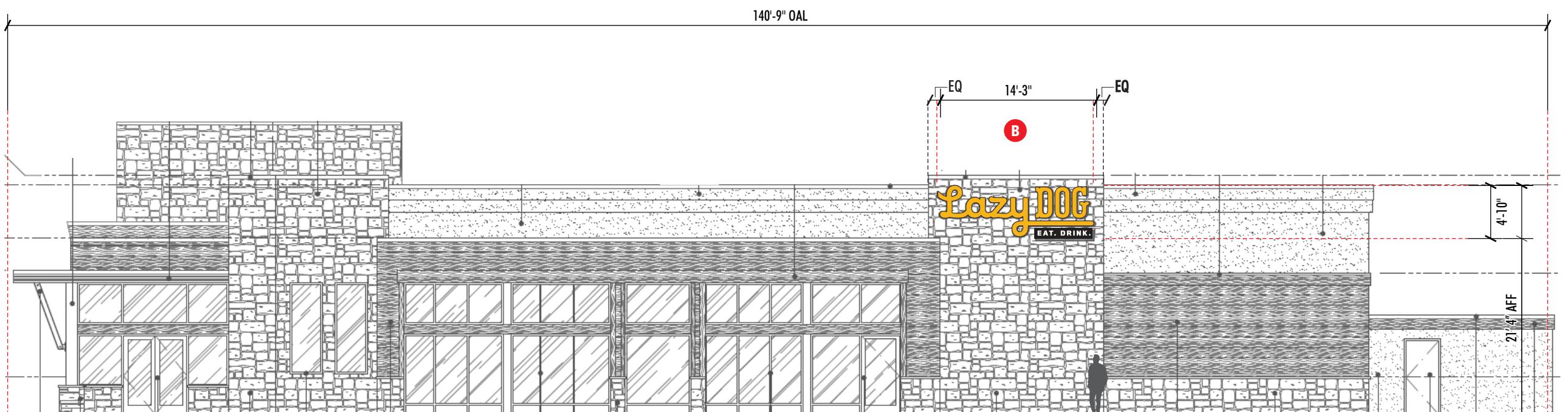
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1 SOUTH ELEVATION
SCALE: 3/32' = 1'-0"



1 WEST ELEVATION
SCALE: 3/32' = 1'-0"

- Approved
- Approved as Noted
- Revise & Resubmit

Drawing No: 23-2153-R04

Date: 04.27.2023

JS

Page No: 5.00

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EXHIBIT C

Unconditional Agreement and Consent of Applicant and Owner

TO: The Village of Northbrook, Illinois ("*Village*"):

WHEREAS, Lazy Dog Restaurants, LLC ("*Applicant*") is the potential tenant of a property commonly known as 992 Willow Road ("*Property*"); and

WHEREAS, Willow Festival Regency, LLC, ("*Owner*") is the owner of the Property; and

WHEREAS, the Applicant plans to install three wall signs above the permitted district height on the Property and has requested that the Village grant a special permit to allow the wall signs in excess of the district height limit of 20 feet on the Property; and

WHEREAS, the Property is located within the C-5 Boulevard Office/Techny Overlay District, in which wall signs in excess of the district height limit of 20 feet are allowed only as a special permit use; and

WHEREAS, the Applicant has applied for a special permit for a wall sign in excess of the district height limit of 20 feet on the Property and the Owner has consented to the application; and

WHEREAS, Ordinance No. 23-__, adopted by the President and Board of Trustees of the Village of Northbrook on October 10, 2023 ("*Ordinance*"), grants approval of such special permit, subject to certain conditions, for the benefit of Applicant; and

WHEREAS, Applicant desires to evidence to the Village its unconditional agreement and consent to accept and abide by each of the terms, conditions, and limitations set forth in said Ordinance, and the Owner desires to evidence its consent to recording the Ordinance against the Property;

NOW, THEREFORE, Applicant and the Owner do hereby agree and covenant as follows:

1. Applicant shall, and does hereby unconditionally agree to, accept, consent to and abide by all of the terms, conditions, restrictions, and provisions of that certain Ordinance No. 23-__, adopted by the Village Board of Trustees on October 10, 2023.
2. Applicant 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 a result of the Village's review and approval of any plans for the Property, or the issuance of any permits for the use and development of the Property, and that the Village's review and approval of any such plans and issuance of any such permits does not, and shall not, in any way, be deemed to insure Applicant against damage or injury of any kind and at any time.
3. Applicant acknowledges that the public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, 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 any denial of any procedural right, provided that the notice to Applicant required by Section 6 of the Ordinance is given.

4. Applicant agrees to and does hereby 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 (a) the Village's review and approval of any plans and issuance of any permits, (b) the procedures followed in connection with the adoption of the Ordinance, (c) the development, construction, maintenance, and use of the Property, and (d) the performance by Applicant of their obligations under this Unconditional Consent and Agreement.
5. Applicant shall, and does hereby agree to, pay all expenses incurred by the Village in defending itself with regard to any and all of the claims mentioned in this Unconditional Consent and Agreement. These expenses shall include all out-of-pocket expenses, such as attorneys' and experts' fees, and shall also include the reasonable value of any services rendered by any employees of the Village.
6. Owner warrants and represents to the Village that it owns fee simple title to the Property and consents to the recording of the Ordinance against the Property.

ATTEST:

By: _____
Its: _____

LAZY DOG RESTAURANTS, LLC. an Illinois limited liability company

By: _____
Its: _____

SUBSCRIBED and SWORN to
before me this _____ day of
_____, 2023.

Notary Public

ATTEST:

By: _____
Its: _____

WILLOW FESTIVAL REGENCY, LLC.
an Illinois limited liability company

By: _____
Its: _____

SUBSCRIBED and SWORN to
before me this _____ day of
_____, 2023.

Notary Public

APPROVED
RESOLUTION NO. 23-PC-13
VILLAGE OF NORTHBROOK PLAN COMMISSION

DOCKET NO. PCD-23-09
(992 WILLOW ROAD – LAZY DOG RESTAURANT WALL SIGNS)

WHEREAS, an application has been filed by Lazy Dog Restaurants, LLC (the “Applicant”) as a potential tenant on the property commonly known as 992 Willow Road (the “Subject Property”), which is owned by Willow Festival Regency, LLC and

WHEREAS, the Applicant has filed an application (Docket No. PCD-23-09) with the Village of Northbrook requesting special permit approval to authorize three wall signs in excess of the wall sign height limit of 20 feet (the “Wall Signs”) on the Subject Property located in the C-5 Boulevard Commercial/Techny Overlay District; and

WHEREAS, the Subject Property is designated as appropriate for Techny Area Multi-use in the Village of Northbrook Comprehensive Plan; and

WHEREAS, a public notice for this docket was duly published on August 31, 2023, in the *Northbrook Herald* and a public hearing was held at the Plan Commission’s regular meeting on September 19, 2023; and

WHEREAS, the Applicant has submitted evidence that a sign was properly posted on the Subject Property, indicating the time and date of the Commission hearing, and that all property owners within 250 feet of the Subject Property were notified of the Commission hearing by certified mail; and

WHEREAS, the Plan Commission has considered all the evidence presented to it, including, but not limited to, the following:

1. Village of Northbrook Plan Commission Application form and all attachments, submitted by the Applicant, and received on August 24, 2023.
2. Comments made by the Board of Trustees during its review of the preliminary application regarding this request.
3. All written and oral testimony concerning the application.

NOW, THEREFORE, BE IT RESOLVED by the Plan Commission of the Village of Northbrook, Cook County, Illinois, THAT:

1. **Findings:** With respect to Docket No. PCD-23-09 the Plan Commission hereby finds that the Special Permit standards established in Paragraph 11-602 E1 of the Zoning Code, for the proposed use of the Subject Property in order to authorize the Wall Signs on the Subject Property are satisfied as follows:
 - A. The proposed Wall Signs will be in harmony with the general and specific purposes for which this Code was enacted and for which the regulations of the C-5/Techny Overlay District were adopted, and with the general purpose and intent of the Official Comprehensive Plan.
 - B. The proposed Wall Signs will not have a substantial or undue adverse effect upon adjacent property, the character of the area or the public health, safety and general welfare.

Resolution No. 23-PC-13
Docket No. PCD-23-09 – 992 Willow Road

- C. The proposed Wall Signs will be arranged and operated so as not to dominate the immediate vicinity or to interfere with the use and development of neighboring property.
- D. The proposed Wall Signs will be served adequately by essential public facilities and services.
- E. The proposed Wall Signs will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets.
- F. The proposed Wall Signs will not result in the destruction, loss or damage of natural, scenic or historic features of significant importance.
- G. The proposed Wall Signs complies with all additional standards imposed on it by the particular provisions of the Zoning Code authorizing such use.

2. **Recommendations:** The Northbrook Plan Commission does hereby recommend to the President and Board of Trustees of the Village of Northbrook **approval** of Docket No. PCD-23-09 based on the findings established herein, subject to the wall signs shall be installed in compliance with the Sign Plan prepared by First & Main sign company, consisting of three pages, with the last revision date of June 1, 2023 and hereby referred to as ***Exhibit A***,

ADOPTED THIS 19th day of September 2023

AYES: (6) DeBartolo, Morgen, Schwager, Torf, Walden, Elisco

NAYS: (0)

ABSENT: (3) Halperin, Melnick, Sandler

ABSTAIN: (0)

/s/ Steven Elisco
Steven Elisco, Chairman
Northbrook Plan Commission

ATTEST:

/s/ Jonathan Mendel
Jonathan Mendel, Director
Development and Planning Services

EXHIBIT A

Sign Plan

Location:
Lazy Dog
992 Willow Road
Northbrook, IL 60062

Revision:

- 1) Added Sign F to package
- 2) Revised all elevations; Revised "Take Out"
- 3) Add updated site plan and floor plan from client
- 4) 06/01/23:AM:Revised south and west elevations; Removed the marquee

- Approved
- Approved as Noted
- Revise & Resubmit

Drawing No: 23-2153-R04

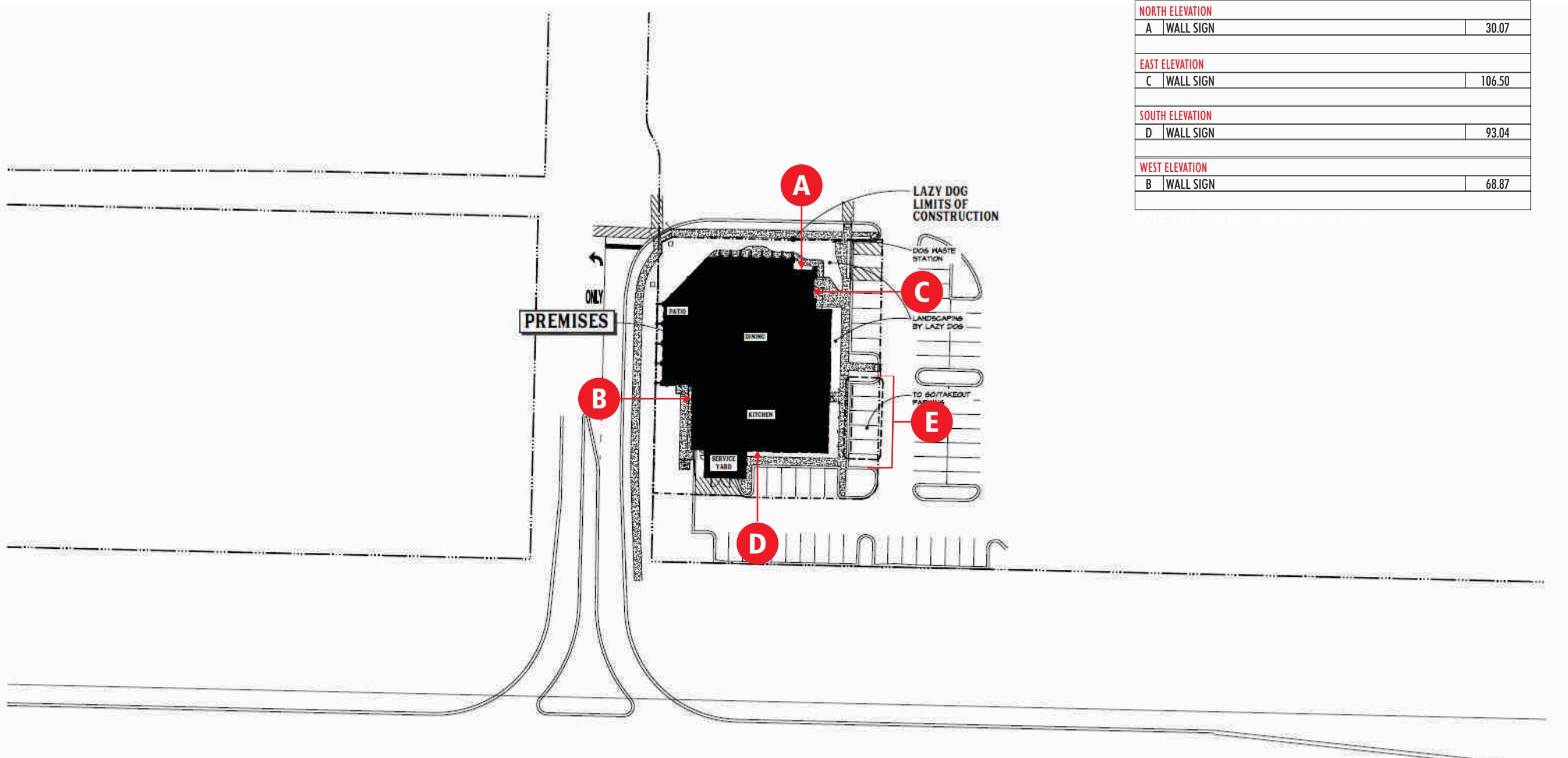
Date: 04.27.2023

JS

Page No: 2.00

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84



WILLOW ROAD
LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 23-42-12



1 SITE PLAN
SCALE: NTS

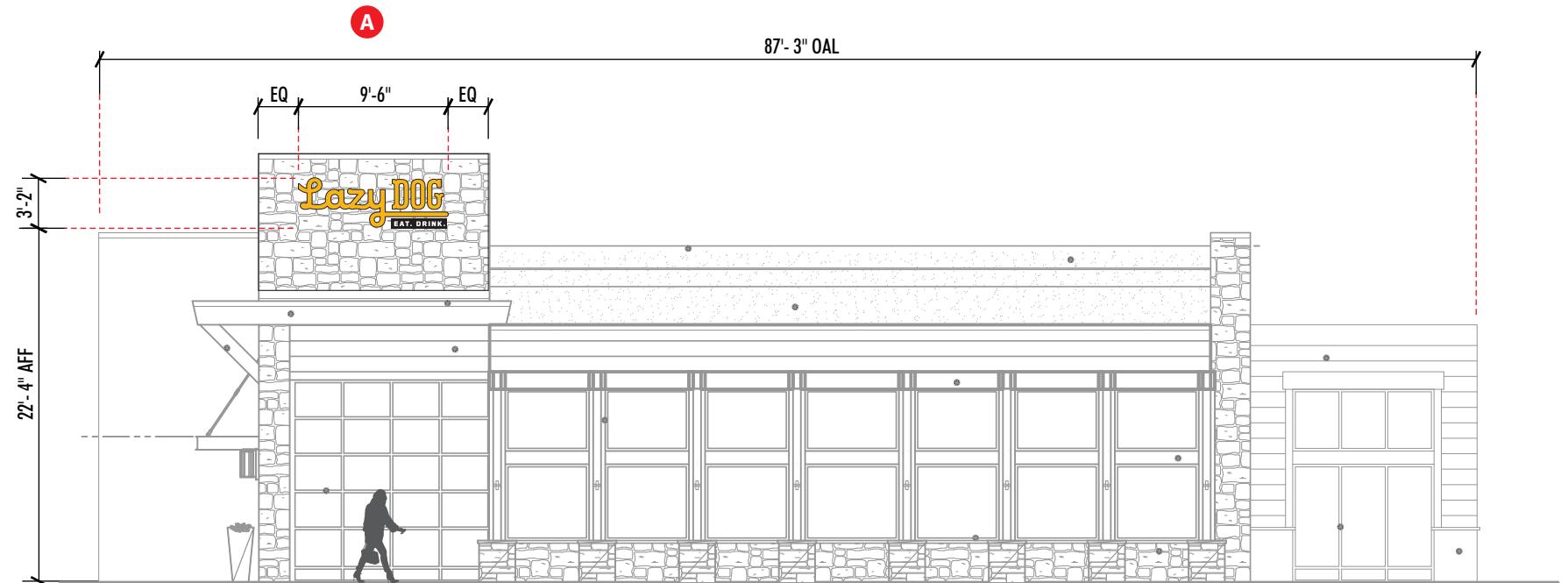


Location:

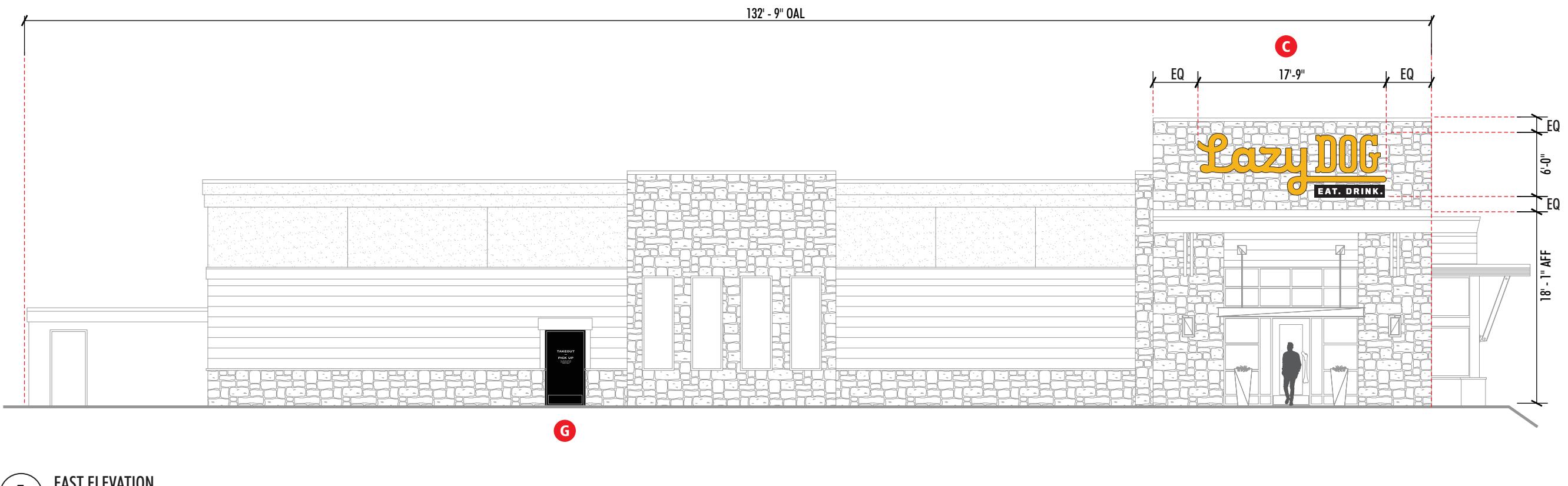
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SCALE: 3/32' = 1'-0"



1 EAST ELEVATION
SCALE: 3/32' = 1'-0"

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- Approved as Noted
- Revise & Resubmit

Drawing No: 23-2153-R04

Date: 04.27.2023

Page No: 4.00

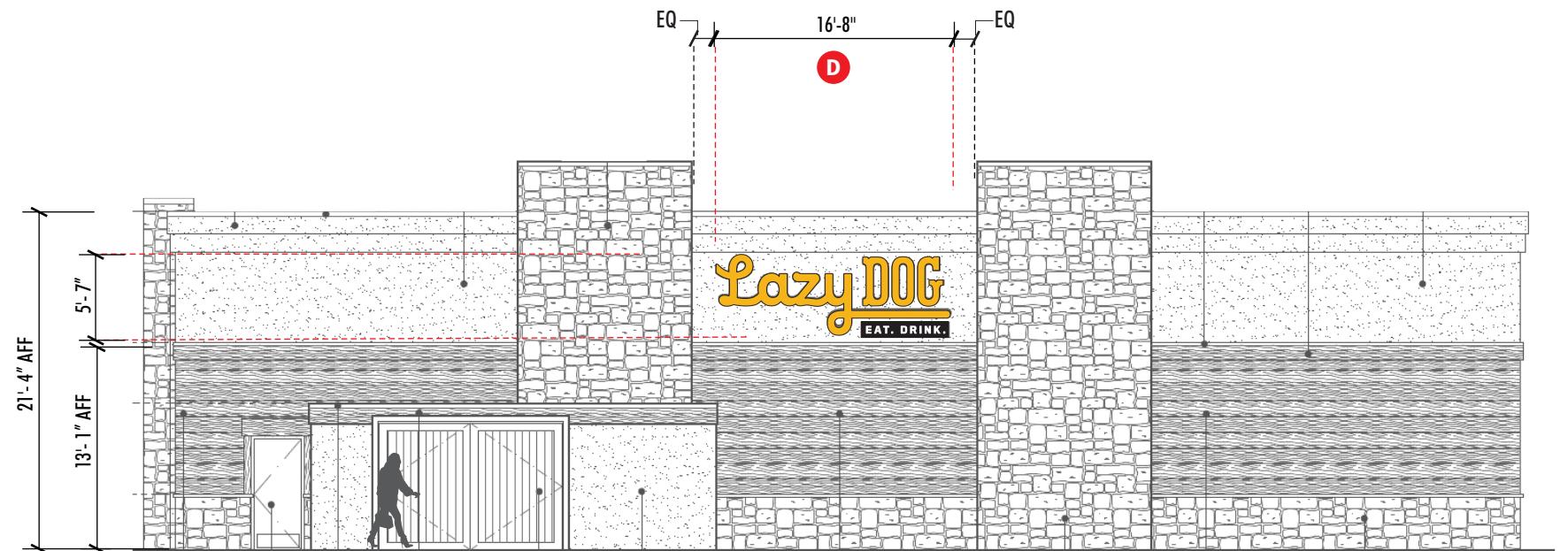
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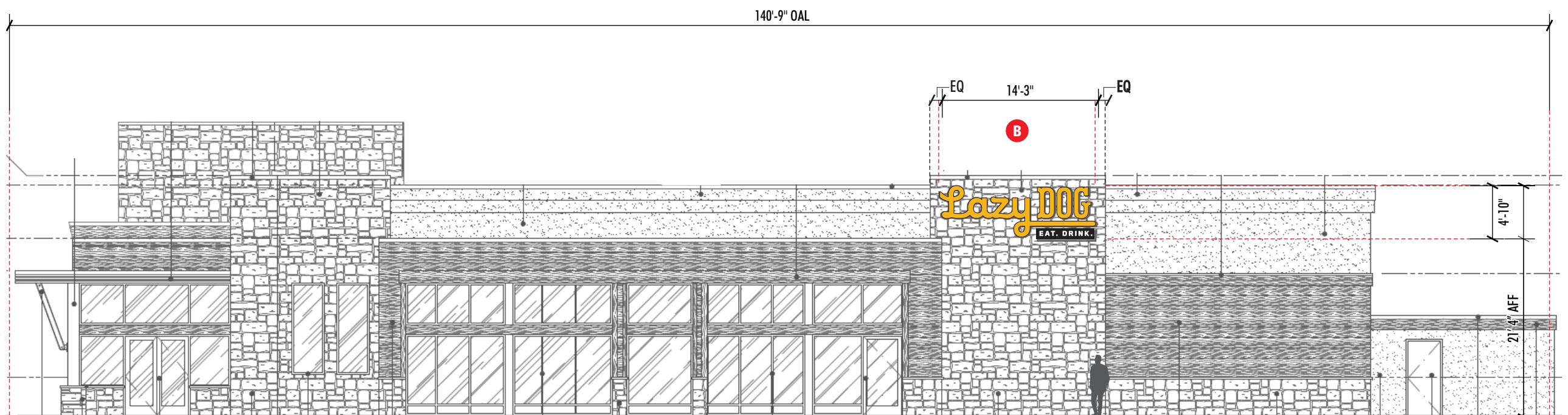
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MEMORANDUM

To: Plan Commission
From: Swati Pandey, Senior Planner
CC: Michaela Kohlstedt, Deputy Director
Date: September 19, 2023
Subject: PCD-23-09: 992 Willow Road – Special Permit for Wall Signs

INTRODUCTION

On September 19, 2023 the Plan Commission will conduct the first public hearing on an application filed by Lazy Dog Restaurants, LLC (the “Applicant”) as potential tenant of 992 Willow Road (the “Subject Property”), which is owned by Willow Festival Regency, LLC (the “Owner”). The Applicant requests a special permit to allow wall signs above 20 feet to be located on the existing restaurant building on the Subject Property. The following zoning relief is requested:

- A. Approval of a Special Permit to Allow A Wall Sign in Excess of District Height Limitations (SIC No. 9966.00); and
- B. Approval of any other such variations, waivers, and zoning relief as may be necessary to accomplish development and use of the Subject Property as requested by the Applicant

A sign has been posted on the Subject Property indicating the time and date of the Plan Commission public hearing. The Applicant has submitted evidence that the mailed notice requirements of the Zoning Code have been satisfied. The Plan Commission hearing was properly noticed in the August 31, 2023 edition of the *Northbrook Herald*. To date staff has not received any public comments on the application.

PROPERTY DESCRIPTION

The Subject Property:

- is located on northwest side of Willow Road and Waukegan Road;
- an existing vacant 9,200 square-foot restaurant building;
- zoned C-5 Boulevard Commercial and located in the Techny Overlay District;
- surrounded by other commercial structures in the multi-tenant Willow Festival shopping center and residential uses in the Village of Glenview to the south;
- designated as appropriate for Techny Area Multi-Use in the Comprehensive Plan Future Land Use Map; and
- not located within the 100-year floodplain.

BACKGROUND INFORMATION

It should be noted that in 2006 and 2007 several businesses at Willow Festival received special permit approvals for wall signs above 20' in height on various buildings throughout the center. To date the Village has not received any complaints on the signs.

Preliminary Review

On July 11, 2023, the Board of Trustees conducted a preliminary review of the request for new wall signs above 20 feet in height from grade for Lazy Dog Restaurant. The Board found the request to be appropriate and directed staff to simplify the zoning application process and to address the issue with the current Zoning Code update process.

An excerpt of the Board of Trustees minutes is attached for reference, and the meeting can be viewed on the Village website as well to hear the full commentary from the Trustees. The following is a table of the comments made by members of the Board of Trustees:

Trustee	Title	Status	Comments
Kathryn Ciesla	Village President	Present	No concerns
Bob Israel	Trustee	Present	No concerns
Muriel Collison	Trustee	Present	In-favor of the application.
Heather Ross	Trustee	Present	No concerns
Johannah Hebl	Trustee	Present	No concerns
Dan Pepoon	Trustee	Present	No concerns
Joy Ebhomielien	Trustee	Present	No concerns

Staff Review

Prior to scheduling a public hearing the application underwent the standard review process and was reviewed by the Development and Planning Services Department for zoning issues. There were no comments from staff and the application was deemed complete as submitted.

PROPOSED PROJECT

Wall Signs:

The Applicant is proposing to install four new wall signs on the existing restaurant building. Of the four wall signs being proposed, three are in excess of 20' from grade. The signs would be channel letters direct mounted wall sign on the building, on all four facades. The wall sign on the south facade facing Willow Road does not require a special permit, as it will be mounted at 18'8" from grade. However, the other three signs exceed 20' from grade. The sign on west facade will be at 21'4"; on east facade (front door) will be 25'1"; and on the north facade will be 25'6". The proposed height of the wall signs is in excess of 20 feet above grade requires a public hearing before the Plan Commission and special permit approval.

The proposed signs will be internally illuminated yellow letters mounted directly on the facade with a tagline box cabinets below in black with white lettering. The sign will state the name of the business, "Lazy Dog – Eat. Drink.". The proposed wall signs are located in a shopping center, facing other commercial buildings. The sign facing the residential area across the street from Willow Road does not require a special permit approval.

The images of the proposed signs for Lazy Dog are included in the attached material submitted by the Applicant. The signs are compliant with all other code requirements in terms of sign type, square footage of signs, illumination, and number of signs.

Outdoor Seating Hours:

The Applicant also proposes maintaining the existing permanent outdoor dining area accessory to the restaurant building. The outdoor dining area is proposed to operate Monday through Friday 11AM to 1AM and Saturday and Sunday 9AM to 12AM. These hours of operation fall outside of the permitted outdoor seating hours of operation stated in Municipal Code Article XXIX Division 3 Section 15-1046(d) which permits outdoor dining 6AM to 10PM Sunday through Thursday and 6AM to 11PM Friday and Saturday. Section 15-1045 permits the Applicant to request hours of operation beyond the permitted hours of operation through a review process with the Board of Trustees.

This is a matter which will be discussed by the Board of Trustees along with the Plan Commission's recommendations to the Board.

ZONING RELIEF

Special Permit

The Village Zoning Code specifies that the top of a wall sign cannot be more than 20 feet from grade on a building in C-5 District, but allows for wall signs to be constructed at greater heights if granted special permit approval (SIC 9966.00). The Applicant is requesting special permit approval.

The Plan Commission and Board of Trustees must consider the general standards for special permit established in Paragraph 11-602 E1 of the Zoning Code when deciding whether to grant the requested special permit. These standards include the following:

- 1) Is the proposal in compliance with the Zoning Code and Official Comprehensive Plan?
- 2) Will there be any adverse impact upon adjacent properties?
- 3) Will the proposed use interfere with the orderly development of adjacent properties?
- 4) Are there adequate public facilities to serve the development?
- 5) Will the use cause undue traffic congestion?
- 6) Will the development cause loss of significant environmental or historical features?
- 7) Will the use comply with other applicable Village standards?

Several of the above criteria are of particular importance in considering whether or not a special permit should be granted for the proposed signs, specifically standards 2 & 3. The Applicant has included a statement of justification with their application addressing the above points.

In reviewing a special permit request to allow a wall sign in excess of the sign height limitation the two major issues for the Commission to consider are:

- (1) the general placement of the signs on the wall face and
- (2) the visual impact the higher signs may have on adjacent uses, particularly residential uses.

In this case, the facades with the signs mounted above 20 feet in height will be facing other commercial buildings within the shopping center, some of which also has signage above 20 feet in height. The proposed wall signs satisfies all other sign regulations of the C-5/Techny Overlay District.

WALL SIGNS OVER 20 FEET IN HEIGHT

Over the years, the Village has approved special permits to allow the following wall signs on buildings that are more than 20 feet in height from grade to be installed on buildings in the shopping center:

- Lowe's
- Best Buy
- Whole Foods
- REI
- Homegoods
- DSW Shoes
- Buffalo Wild Wings
- Verizon

SUMMARY

In reviewing this request, staff suggests the Plan Commission consider the following policy questions:

1. Is it appropriate to grant special permit approval to allow wall signs above the permitted district height of 20 feet?
 - a. If it is appropriate, are there any limitations that should be imposed on the signage, (i.e. font size & type, sign colors, hours of illumination, etc.)?
2. Will the signs pose any type of distraction or nuisance to passing traffic?

Given the limited relief being sought by the Applicant, staff has attached the draft resolution with conditions regarding the designs being limited to the submitted sign plans for consideration by the Commission. If the Commission should choose to take action on this resolution, it would be **Resolution No. 23-PC-13**.

The Applicant and staff will attend the September 19, 2023 Plan Commission meeting to answer any questions.



Village of Northbrook

FORMAL APPLICATION – ZONING & SUBDIVISION RELIEF**

Prior to submitting this formal application, the matter must first be reviewed as a preliminary application by the **Village Board of Trustees**. If the Board has not yet reviewed your preliminary application, please contact the Department of Development & Planning Services to learn what is required. The following materials are the minimum required for the processing of a formal application by the Village of Northbrook's Plan Commission and Board of Trustees. A public hearing or public meeting for an application will not be scheduled until all required materials have been submitted and revised as necessary to meet Code requirements, as determined by Village staff. If you have questions regarding the completion of this application please contact the Development & Planning Services Department at 847-664-4050.

****Applications for zoning relief from the Zoning Board of Appeals must use a different application form.**

The initial submittal **MUST** contain:

- 8 collated copies of complete sets** of all application materials, including the application form, required attachments, and folded full size plat/plan sheets
- 1 electronic version (PDF) of ALL** application materials (refer to application section regarding instructions).

Applicant Information

Legal Name Lazy Dog Restaurants LLC
Company Lazy Dog Restaurants LLC
Address 3337 Susan St. Suite 100
City, State, Zip Costa Mesa, CA 92626
Phone No. (714)596-9960
Email jared@goldenpropertydevelopment.com

Primary Contact Person

Name Jared Taylor
Company Golden Property Development LLC
Address 5847 Brace Road
City, State, Zip Loomis, CA 95650
Phone No. 805 440 7537
Email jared@goldenpropertydevelopment.com

Consultants (as applicable)

Attorney
Name _____
Company _____
Address _____
City, State, Zip _____
Phone No. _____
Email _____

Architect/Planner

Name _____
Company _____
Address _____
City, State, Zip _____
Phone No. _____
Email _____

Civil Engineer

Name _____
Company _____
Address _____
City, State, Zip _____
Phone No. _____
Email _____

Other

Name _____
Company _____
Address _____
City, State, Zip _____
Phone No. _____
Email _____

Village of Northbrook
FORMAL ZONING & SUBDIVISION RELIEF APPLICATION

Property Information *(if more than one parcel is involved in the request please include the information for all parcels)*

Site Location/Address: 992 Willow Road, Northbrook, IL 60062

Property Index Numbers: 04231080070000

Size of Property: _____ (square feet/acres)

Size of Building Space, if applicable: Existing 9,200 sq. ft. building (square feet)

Comprehensive Plan Land Use Designation¹: C-5 Boulevard Commercial District

Current Zoning: C-5 Boulevard Commercial District

Current Use of the Property: Vacant Restaurant Building

Is any portion of the property within the 100-year floodplain?¹ Yes: _____ No:

Requested Action(s) *(check all that are applicable)*

<input type="checkbox"/> Comprehensive Plan Amendment	<input type="checkbox"/> Zoning Variation (in conjunction with other relief) for _____
<input type="checkbox"/> Annexation <i>(separate form required)</i>	<input type="checkbox"/> Planned Development - Concept Plan
<input type="checkbox"/> Rezoning from _____ to _____	<input type="checkbox"/> Planned Development - Final Plan
<input checked="" type="checkbox"/> Special Permit for Signs over 20 feet in height Late night patio operational hours	<input type="checkbox"/> Subdivision - Tentative Plat
<input type="checkbox"/> Renewal of Special Permit Ord. No. _____	<input type="checkbox"/> Subdivision - Final Plat
<input type="checkbox"/> Amendment to Existing Special Permit Ord. No. _____	<input type="checkbox"/> Subdivision - Variations/Waiver for _____
<input type="checkbox"/> Site Plan Approval	<input type="checkbox"/> Exception for _____
<input type="checkbox"/> Zoning Code Text Amendment	<input type="checkbox"/> Other _____

Plat of Survey & Parcel Legal Description(s)

Attach the most recent plat of survey of the Subject Property, certified by a registered land surveyor, showing existing lot lines and dimensions, lot area, all easements, all public and private rights-of-way, and all streets across and adjacent to the subject property.

Conformity with Comprehensive Plan

Include a written statement explaining the conformity, or lack of conformity, of the approval being requested to the Village's Official Comprehensive Plan and Official Map. Where the approval being requested does not conform to the Official Comprehensive Plan or Official Map, provide reasons justifying the requested approval.

Surrounding Property Owners Addresses

Please attach the names and mailing addresses of all property owners of record (not tenants) within 250 feet of the property, excluding public rights-of-way, based on current County tax records. See page 10 of this document for instructions on how to obtain the addresses.

¹ As found on the Village website www.northbrook.il.us/Government/Departments/Planning/GIS/index.php

Village of Northbrook
FORMAL ZONING & SUBDIVISION RELIEF APPLICATION

Site Ownership and Control

Current Property Owner Information

Legal Name: Regency Centers

Primary Contact: Nick Koglin

Address 1211 W 22nd Street , Suite 300

City, State, Zip Oak Brook, IL 60523

Phone No. 630 645 2803

Email NickKoglin@regencycenters.com

Proposed Property Owner Information

Legal Name: No change

Primary Contact:

Address

City, State, Zip

Phone No.

Email

Attach a copy of a title policy or deed showing current ownership of the property. If property is held in a trust, also include a certified copy of the trust agreement or a simple affidavit (under oath before a notary) as to who are the beneficiaries of the trust. (Check which document(s) are attached):

- Deed
- Title Policy or Title Commitment (**Required for Subdivision Applications & Plats of Consolidation Applications**)
- Certified Copy of Trust Agreement OR a simple Affidavit Identifying Trust Beneficiaries
- Complete Attachment A, listing all individuals/entities that have a beneficial interest in the legal entity that currently owns the property**
- Complete Attachment B, listing all individuals/entities that have a beneficial interest in the legal entity that is proposed to own the property upon receiving necessary approvals.**

Applicants Involvement with the Property

If the Applicant does not own the property, please also provide documentation showing the applicant's interest in the property (Check which document is attached. The dollar amounts in documents may be blacked-out):

<input type="checkbox"/> Owner (see the previous box)	<input checked="" type="checkbox"/> Lease
<input type="checkbox"/> Real Estate Contract	<input type="checkbox"/> Other _____

- Complete Attachment C, listing all individuals/entities that have a beneficial interest in the legal entity that is the Applicant.**

Additional Required Attachment(s)

Submit all relevant attachments specified in the below worksheet(s) that correspond with your application request(s) selected on page two of this application; the worksheets can be found on the Village of Northbrook website www.northbrook.il.us, as well as in the Community Planning Department in the Village Hall. (Check all that are applicable)

<input type="checkbox"/> Comprehensive Plan Amendment Worksheet	<input type="checkbox"/> Planned Development Worksheet- Concept Plan
<input type="checkbox"/> Annexation Worksheet	<input type="checkbox"/> Planned Development Worksheet- Final Plan
<input type="checkbox"/> Rezoning Worksheet	<input type="checkbox"/> Subdivision Worksheet – Tentative Plat
<input checked="" type="checkbox"/> Special Permit Worksheet	<input type="checkbox"/> Subdivision Worksheet - Final Plat
<input type="checkbox"/> Site Plan Approval Worksheet	<input type="checkbox"/> Subdivision Worksheet - Variations/Waiver
<input type="checkbox"/> Zoning Code Text Amendment Worksheet	<input type="checkbox"/> Zoning Exception Worksheet
<input type="checkbox"/> Zoning Variation Worksheet	<input type="checkbox"/> Condominium Conversion Worksheet

Village of Northbrook
COMMUNITY PLANNING APPLICATION

Plat of Consolidation Worksheet

Filing Fees

All applications require payment of a non-refundable fee, as well as additional funds that are held in escrow to off-set anticipated recoverable expenses. Please attach a check with your application and indicate below the amount of the fee submitted. A copy of the fee schedule is attached to the application form.

\$ _____ Amount of Non-Refundable Fee

\$ _____ Amount of Escrow

\$ _____ Total Application Fee (Non-Refundable Fee plus Escrow)

The escrow covers such items as Village attorney time (currently billing at approx. \$400.00 per hour), public notice expenses, public meetings (\$50.00 per mtg), & staff review time. If these expenses exceed the initial escrow deposit, the applicant is responsible for additional payment to the Village prior to completing approval process. If the expenses are less than the escrow deposit, the applicant will be issued a refund.

Northbrook Ethics Code (potential conflicts of interest)

On a separate sheet of paper list the name, address, nature, and extent of any current or potential interest that any Village officer or employee may have in, or with respect to the owner, the applicant, or the property. **If none, check here:** _____
(For more information, see Sections 2-71 through 2-85 of the Northbrook Municipal Code located on our website, or pick-up a copy of the Northbrook Ethics Code booklet in the Development & Planning Services Department at the Village Hall)

Repeat Application

Has any other application for this property been submitted to the Village and denied within the last two years?

____ yes no (check one)

If yes, attach a statement of the grounds justifying reconsideration (See Zoning Code Sec. 11-302).

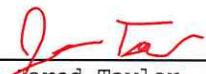
Applicant/Owner Acknowledgments

By execution of this application in the space provided below, the Applicant and Owner(s) do hereby certify, acknowledge, agree and affirm to the Village of Northbrook that:

1. The Village and its representatives have the right, and are hereby granted permission and license, to enter upon the property, and into any structures located thereon, for purposes of conducting any inspections that may be necessary in connection with this application.
2. I (We) have carefully read this application, the Northbrook Zoning Code and Northbrook Subdivision & Development Code and fully understand the terms and provisions of each.
3. I (We) waive any rights to exemption from disclosure under the Illinois Freedom of Information Act of any and all documents and information submitted in connection with this application.
4. I (We), in accordance with the requirements of the Annual Fee Ordinance, the Northbrook Zoning Code and the Northbrook Subdivision & Development Code, agree to pay all applicable filing fees and be responsible for the payment of all reimbursable expenses associated with the processing of this application.

Applicants may attach additional materials or exhibits to this application if necessary or helpful in explaining the relief requested.

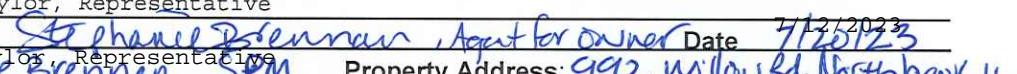
Signature of Applicant:



Date 7/12/2023

Print Name & Title: Jared Taylor, Representative

Signatures of Property Owner(s):



Date 7/12/2023

Print Name & Title: Jared Taylor, Representative

Property Address: 992 Willow Rd, Northbrook IL

**If more than one applicant or property owner, please copy this page and have additional applicants/property owners sign form.

Village of Northbrook
FORMAL ZONING & SUBDIVISION RELIEF APPLICATION

Note: Village review and approval of rezoning, special permit, and subdivision applications may be dependent upon the Applicant first receiving necessary approvals from State and County regulatory agencies such as, but not limited to, the Illinois Department of Transportation, Illinois Environmental Protection Agency, the Metropolitan Water Reclamation District of Greater Chicago, & the Cook County Highway Department.

ATTACHMENT A: Current Property Owner – Beneficial Interest

Please check which of the following describes the current property owner's beneficial interest in the property and complete this sheet as instructed for each type of beneficial interest:

<input type="checkbox"/> Corporation	If current property owner is a corporation, please list the name and addresses of all officers and directors of the corporation and all shareholders who own individually or beneficially 5% or more of the stock of the corporation. In addition, this application must be accompanied by a resolution of the corporation authorizing the execution and submittal of this application.
<input checked="" type="checkbox"/> Partnership or LLC	If current property owner is a partnership or an LLC, please list all partners, general and/or limited, with an individual or beneficial interest of 5% or greater.
<input type="checkbox"/> Trust	If current property owner is a trust, please provide the trust number _____ and name and address of the Trustee _____, as well as list below the names and address of all beneficiaries of the Trust, together with their respective interests in the trust. The application shall be further verified by the current property owner in his capacity as trustee or by the beneficiary as a beneficial owner of an interest in the Trust and the application shall be signed individually by as many beneficiaries as are necessary to constitute greater than 50% ownership of the beneficial interest of the Trust

Name: Regency Centers, L.P.
sole member and manager of Willow Festival Regency, LLC

Address: 1 Independent Drive, Suite 114
Jacksonville, FL 32202

Ownership or Trust Interest: 100 %

Name: _____

Address: _____

Ownership or Trust Interest: %

Name: _____

Address: _____

Ownership or Trust Interest: %

Name: _____

Address: _____

Ownership or Trust Interest: %

Name: _____

Address: _____

Ownership or Trust Interest: %

Name: _____

Address: _____

Ownership or Trust Interest: %

Village of Northbrook
FORMAL ZONING & SUBDIVISION RELIEF APPLICATION

ATTACHMENT C - Applicant – Beneficial Interest

Please check which of the following describes the beneficial interest in the legal entity that is the applicant and complete this sheet as instructed for each type of beneficial interest:

<input type="checkbox"/> Corporation	If applicant is a corporation, please list the name and addresses of all officers and directors of the corporation and all shareholders who own individually or beneficially 5% or more of the stock of the corporation. In addition, this application must be accompanied by a resolution of the corporation authorizing the execution and submittal of this application.
<input checked="" type="checkbox"/> Partnership or LLC	If applicant is a partnership or an LLC, please list all partners, general and/or limited, with an individual or beneficial interest of 5% or greater.
<input type="checkbox"/> Trust	If the applicant is a trust, please provide the trust number _____ and name and address of the Trustee _____, as well as list below the names and address of all beneficiaries of the Trust, together with their respective interests in the trust. The application shall be further verified by the applicant in his capacity as trustee or by the beneficiary as a beneficial owner of an interest in the Trust and the application shall be signed individually by as many beneficiaries as are necessary to constitute greater than 50% ownership of the beneficial interest of the Trust

Name: Christopher Simms _____

Name: _____

Address: 3337 Susan Street, Suite 100
Costa Mesa, CA 92626

Address: _____

Ownership or Trust Interest: 20 %

Ownership or Trust Interest: _____ %

Name: _____

Name: _____

Address: _____

Address: _____

Ownership or Trust Interest: _____ %

Ownership or Trust Interest: _____ %

Name: _____

Name: _____

Address: _____

Address: _____

Ownership or Trust Interest: _____ %

Ownership or Trust Interest: _____ %



Village of Northbrook

SPECIAL PERMIT WORKSHEET

In addition to submitting the *Formal Application* form for a special permit application, the Applicant must include the following information with your application. A public hearing for an application will not be scheduled until all required materials have been submitted and revised as necessary to meet Code requirements, as determined by Village staff. All of the required application materials must be submitted to the Department of Development & Planning Services.

The initial submittal MUST contain:

- 7 collated copies of complete sets** of all application materials including the application form, required attachments, and folded full size plat/plan sheets
- 1 electronic version (PDF)** of all application materials submitted in a format as described on the last page of the Formal Application form.

REQUIRED MATERIALS FOR SUBMISSION

• Written Explanation of Application Request

Attach a written statement explaining the proposed application. This letter should include the following applicable items, as well as any other pertinent detailed information pertaining to the request: hours of operation, number of employees, number of existing parking spaces on site, if the building has multiple tenants please list what the other tenant businesses are, if any existing buildings are being demolished, will the site be reconfigured, and if there will there be any included outdoor activity or uses.

• Standard Industrial Classification Number & Description

Include on the line provided below the SIC (Standard Industrial Classification) number and description for the requested Special Permit Use. This number and description can be found in the Village of Northbrook Zoning Code or by contacting the Development & Planning Department. Every use contains a related SIC number and description.

SIC Number & Description: _____

• Visual Representation of Special Permit Request

Applications without Site Improvements Include: Graphic Depiction of Application Request

Attach a graphic depiction of the following, as appropriate, to illustrate the proposed special permit being requested:

- parking information (location of spaces in relation to use);
- general floor plan;
- building elevations (if the exterior is to be modified);
- proposed exterior signs.

-or-

Applications with Site Improvements Include: Site Plan Approval Worksheet Requirements

If the requested Special Use Permit application involves any site modifications (i.e. construction or renovation of any structure(s), addition or expansion of a parking lot, relocation of driveway(s), removal or addition of trees, etc.) the Applicant must also submit a **Site Plan Approval Worksheet**.

REQUIRED MATERIALS FOR SUBMISSION *(continued)*

- **Statement of Justification**

A written statement of need for the requested special permit is required. The statement should address each of the below Standards for Special Permit Applications established in Subsection 11-602 E of the Zoning Code and listed below. The staff, Plan Commission and Board of Trustees will use these standards in making a determination whether or not the proposed activity is appropriate. ***Please complete the below form (use additional paper if needed) and submit this form with the Formal Application. Please provide detailed responses for each item. Do not merely state for instance for Item (b) that "Our proposed project will not have substantial or undue adverse effect....." You must state what specifically about your project will not have undue adverse effect.***

(a) Code and Plan Purposes. The proposed use and development will be in harmony with the general and specific purposes for which this Code was enacted and for which the regulations of the district in question were established and with the general purpose and intent of the Official Comprehensive Plan.

The proposed sign display will be constructed and installed to the highest standards in which the Village of Northbrook expects. The proposed signs will be in scale with the building and will be in harmony with the code and the district. The proposed outdoor patio operational hours will be in harmony with the Code.

(b) No Undue Adverse Impact. The proposed use, drainage and development will not have a substantial or undue adverse effect upon adjacent property, the character of the area or the public health, safety and general welfare.

The proposed signs and patio hours will have no effect upon adjacent properties due to the location of the structure. The signs are proposed in accordance with the character of the area and will aesthetically be similar to surrounding

signs. The public health and safety of the community/environment will not be effected by the proposed signs or the proposed patio hours of operation.

(c) No Interference with Surrounding Development. The proposed use and development will be constructed, arranged and operated so as not to dominate the immediate vicinity or to interfere with the use and development of neighboring property in accordance with the applicable district regulations.

The signage is to be constructed of aluminum, plastic and will have low draw LED power supplies incorporated within. The materials used to fabricate the sign and the use of the outdoor patio will not interfere with neighboring properties because of the distance from neighboring properties, existing landscaping and the aesthetically pleasing design of the signs.

(d) Adequate Public Facilities. The proposed use and development will be served adequately by essential public facilities and services such as streets, public utilities, drainage structures, police and fire protection, refuse disposal, parks, libraries, and schools, or the applicant will provide adequately for such services.

The signage will be serviced Lazy Dog Restaurant on as "as needed" basis. Because of the LEDs the amount of electrical service will be minimal throughout time. Lazy Dog will maintain the cleanliness of the outdoor patio area on a daily and as needed basis by sweeping, hosing and cleaning the patio area. The site is surrounding by full development.

(e) No Traffic Congestion. The proposed use and development will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets.

The proposed signs will have no impact on traffic congestion nor traffic draw. The proposed signs will allow customers to safely view and recognize the restaurant signs. The proposed late hours on the patio will allow the restaurant to operate at later hours when traffic is typically at its lowest levels.

(f) No Destruction of Significant Features. The proposed use and development will not result in the destruction, loss or damage of natural, scenic or historic feature of significant importance.

The proposed signs and the proposed patio operational hours will not require any destruction, loss or damage of natural, scenic or historic features. No impact proposed.

(g) Compliance with Standards. The proposed use and development complies with all additional standards imposed on it by the particular provision of this Code authorizing such use.

The proposed signs complies with the standards the Village of Northbrook expects. The proposed patio hours of operation will comply with all additional standards imposed by the Village.

COMPLIANCE WITH VILLAGE REGULATIONS

All applications will be reviewed to determine compliance with the following Village codes and regulations:

- Zoning Code
- Subdivision & Development Code
- Standards and Specifications Manual
- Tree Protection and Tree Preservation Ordinance
- Existing Conditions
- Restrictive Covenants
- Development Agreements
- All other applicable Village codes and regulations

The applicant is responsible for ensuring a submitted application includes all of the necessary submittal requirements and meets all applicable standards and requirements of the Village codes.

Village Departments Involved with the Review of Community Planning Applications

- Development & Planning Services
- Fire
- Police
- Public Works and Engineering
- Village Attorney



1035741027

This Instrument Prepared by:

Seyfarth Shaw LLP
131 South Dearborn, Suite 2400
Chicago, Illinois 60603
Attn: Aaron R. O'Donnell

Doc#: 1035741027 Fee: \$66.00
Eugene "Gene" Moore RHSP Fee:\$10.0
Cook County Recorder of Deeds
Date: 12/23/2010 11:36 AM Pg: 1 of 16

Upon Recording, Return to:

Rogers Towers, P.A.
1301 Riverplace Boulevard, Suite 1500
Jacksonville, Florida 32207
Attn: John R. "B.J." Ibach

Property Address:

Willow Festival Shopping Center
Northbrook, Illinois

PINs: 04-23-108-002-0000; 04-23-108-003-0000; 04-23-108-004-0000; 04-23-108-005-
0000; 04-23-108-006-0000; 04-23-108-007-0000; 04-23-108-008-0000; 04-23-
200-043-0000

ASSIGNMENT AND ASSUMPTION OF LEASE (GROUND LEASE)

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE ("Assignment") is entered into as of the 15 day of December, 2010 ("Effective Date") by and between WILLOW FESTIVAL LLC, a Delaware limited liability company ("Assignor") and WILLOW FESTIVAL REGENCY, LLC, a Delaware limited liability company ("Assignee").

RECITALS

A. Assignor is conveying to Assignee all of Assignor's right, title and interest in certain real property more particularly described therein and located at the southeast corner of the intersection of Willow Road and Waukegan Road, in the City of Northbrook, County of Cook, State of Illinois, known as Willow Festival Shopping Center (the "Premises") and any and all buildings, structures and improvements now located or later to be constructed on the Premises.

B. Assignor or its predecessor(s) in interest, as "Lessee," and Chicago Title Land Trust Company as successor trustee to Cole Taylor Bank, as Trustee under Trust Agreement dated August 1, 2002 and known as Trust No. 99-8164, as "Lessor" are parties to that certain Amended and Restated Ground Lease for Real Estate Parcels SE-1A-2 and SE-1A-X dated as of September 15, 2005, a Short Form and Memorandum of which was recorded in the Office of the Recorder of Deeds of Cook County on September 30, 2005, as Document No. 0527312183, as modified by that certain unrecorded Assignment and Assumption Agreement dated April 18, 2006, as modified by that certain First Amendment to Amended and Restated Ground Lease dated August 30, 2006, and as further modified by that certain Assignment and Assumption

Agreement dated December 21, 2007, which was recorded in the Office of the Recorder of Deeds of Cook County on January 10, 2008, as Document No. 0801033033 (such Ground Lease as modified, assigned and assumed, being collectively referred to herein as the "Ground Lease"), pursuant to which the Assignor leases from the Lessor the "Premises" described therein and on Exhibit A attached hereto.

C. Assignor desires to assign all of its rights and delegate all of its duties under the Ground Lease to Assignee, and Assignee desires to accept such assignment and delegation, pursuant to Section 9.1 of the Ground Lease.

NOW, THEREFORE, in consideration of the above premises, the mutual covenants hereinafter expressed, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment and Assumption of Ground Lease. Assignor hereby assigns, sets over and transfers to Assignee all of Assignor's right, title and interest in, to and under the Ground Lease and any and all buildings, structures and improvements now located or later to be constructed on the Premises and warrants title to the same against all persons claiming by, through, or under Assignor and subject to those matters set forth on Exhibit B attached hereto and incorporated herein by reference, and Assignee hereby accepts such assignment and agrees to assume, keep, perform, and fulfill all of the terms, covenants, obligations and conditions required to be kept, performed and fulfilled by the Lessee under the Ground Lease, arising and accruing from and after the Effective Date and for the entire remaining term of such Ground Lease. Assignor agrees to perform all obligations first arising or accruing under the Ground Lease prior to the Effective Date.

2. Indemnification. Assignor indemnifies and agrees to hold Assignee harmless from and against any claims, defaults, or other liabilities (including, without limitation, court costs and attorneys' fees) under the Ground Lease first arising or accruing before the Effective Date hereof. Assignee indemnifies and agrees to hold Assignor harmless from and against any claims, defaults, or other liabilities (including, without limitation, court costs and attorneys' fees) under the Ground Lease first arising or accruing on or after the Effective Date hereof.

3. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the parties, their respective heirs, personal representatives, successors and assigns.

4. Interpretation. Except as expressly set forth herein, the Ground Lease is intended to remain unchanged and in full force and effect. All capitalized terms used but not defined herein shall have the meanings given them in the Ground Lease.

5. Execution. This Assignment may be executed in a number of identical counterparts. If so executed, each such counterpart is to be deemed an original for all purposes, and all such counterparts shall collectively constitute one agreement, but for the purpose of proving the existence of this Assignment it shall not be necessary to produce or account for more than one such counterpart except for the purpose of demonstrating that any party is a signatory thereto.

6. Further Assurances. The parties agree to take any and all action and to execute thereafter any and all documents and instruments which a requesting party deems necessary or desirable to accomplish the purposes of this Assignment.

[signature page follows next]

IN WITNESS WHEREOF, the parties have caused this Assignment and Assumption of Lease (Ground Lease) to be executed as of the date first above written.

Assignor: WILLOW FESTIVAL LLC, a Delaware limited liability company

By: HP Willow, LLC, an Illinois limited liability company, its Manager

By: TODD PERLINGHOF
Name: TODD PERLINGHOF
Its: MANAGING MEMBER

STATE OF ILLINOIS)
COUNTY OF *the Page*) SS
COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named TODD BERLINGHOF, personally known to me to be a MANAGING MEMBER of HP Willow, LLC, an Illinois limited liability company, the Manager of Willow Festival LLC, a Delaware limited liability company, appeared before me this day in person and acknowledged that he signed and delivered the said instrument, pursuant to authority given by said Company, as his free and voluntary act, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this 14th day of December, 2010.

Joan Sabourin
Notary Public



Assignee: WILLOW FESTIVAL REGENCY, LLC, a
Delaware limited liability company

By: Regency Centers, L.P., a Delaware
limited partnership, its Managing
Member

By: Regency Centers Corporation, a
Florida corporation, its General
Partner

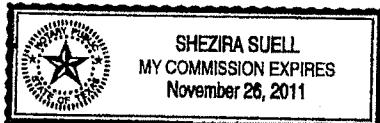
By: 
Name: Stuart Brackenridge
Its: Vice President

STATE OF Texas)
COUNTY OF Dallas) SS

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Stuart Brackenridge, personally known to me to be Vice President of Regency Centers Corporation, a Florida corporation, the General Partner of Regency Centers, L.P., a Delaware limited partnership, the Managing Member of Willow Festival Regency, a Delaware limited liability company, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument, pursuant to authority given by said Company, as his/her free and voluntary act, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this 14th day of December, 2010.


Notary Public



FEE OWNER CONSENT

The undersigned, as the current fee owner of the Premises and the Lessor under the Ground Lease, hereby consents to the Assignment and Assumption of Lease (Ground Lease) between Willow Festival LLC, a Delaware limited liability company, and Regency Centers Acquisition, LLC, a Florida limited liability company, to which this Consent is attached ("Assignment"). Notwithstanding the foregoing or anything contained in the Assignment, it is understood and agreed by Assignor and Assignee by their acceptance of the Assignment and this Consent that (i) the undersigned hereby reserves any and all rights as against Assignor with respect to any obligations under the Ground Lease first arising or accruing before the Effective Date of the Assignment, and (ii) with respect to (x) the obligations of the Lessee under the Ground Lease to deliver the required documentation and any amounts due on account of the actual Percentage Rent for Lease Year 2010 being in excess of the Estimated Percentage Rent Payments previously made for Lease Year 2010, and (y) the obligations of the Lessee under the Ground Lease to pay all Impositions accruing during Lease Year 2010, Assignor and Assignee agree and understand that Lessor shall have the right to look to both Assignor and Assignee for the performance of such obligations under the Ground Lease regardless of whether the obligations to pay or reconcile any such item occurred or arose prior to the Effective Date. In addition, with respect to any Defaults first arising or accruing prior to the Effective Date and not known to Lessor as of the Effective Date but which continue after the Effective Date, Lessor shall have the right to look to Assignee to cure any such Default, provided however that nothing herein shall be deemed to modify the indemnity provisions between Assignor and Assignee set forth in the Assignment.

All capitalized terms used but not defined in this Consent or the Assignment shall have the meanings ascribed to them in the Ground Lease.

This Consent is executed by CHICAGO TITLE LAND TRUST COMPANY, not personally, but solely as Successor Trustee to Cole Taylor Bank under a Trust Agreement dated August 1, 2002, and known as Trust No. 99-8164, solely in the exercise of the power and authority conferred upon and vested in said Trustee in its capacity as such Trustee (and said Trustee hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing contained in this Consent or in the Ground Lease shall be construed as creating any liability whatsoever against said Trustee personally and in particular, without limiting the generality of the foregoing, there shall be no personal liability to comply with the terms of the Ground Lease, to pay any indebtedness accruing hereunder or to perform any covenant, either express or implied, herein contained, or to keep, preserve or sequester any property of said Trust, and that all personal liability of said Trustee of every sort, if any, is hereby expressly waived by every person now or hereafter claiming any right or security under the Ground Lease; and that so far as said Trustee is concerned the owner of any indebtedness or liability accruing hereunder shall look solely to the Premises leased pursuant to the Ground Lease or the Project for the payment thereof. It is further understood and agreed that said Trustee has no agents or employees and merely holds naked title to the Premises described in the Ground Lease; that said Trustee has no control over, or under the Ground Lease, and assumes no responsibility for (a) the management or control of such Premises or the Project, (b) the upkeep, inspection, maintenance or repair of such Premises or the Project, (c) the collection of rents or rental from such Premises or the Project, or (d) the conduct of any business which is

permitted to attach the form of exculpation customarily used by it to all documents, agreements, instruments, or other writings executed by it.

Dated: December 15, 2010

CHICAGO TITLE LAND TRUST

COMPANY, not personally but as Successor Trustee under a Trust Agreement dated August 1, 2002, and known as Trust No. 99-8164

Printed Name: Harriet Deniseiwcz
Its: Assistant Vice President

Printed Name: Harriet Deniseiwcz
Its: Assistant Vice President

Its: **Assistant Vice President**

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

Assistant Vice

Harriet Denisewicz, the / President of **CHICAGO TITLE LAND TRUST COMPANY**, as Successor Trustee to Cole Taylor Bank, trustee under a Trust Agreement dated August 1, 2002, and known as Trust No. 99-8164, who is personally known to me to be the same person whose names are subscribed to the foregoing instrument as such Assistant Vice President, appeared before me this day in person and acknowledged that ~~she~~ she signed and delivered said instrument as ~~his~~ her own free and voluntary act and as the free and voluntary act of said trust company, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 15 day of December, 2010.

Notary Public

My Commission Expires:

The image shows a rectangular official seal. At the top, it says "OFFICIAL SEAL" in a stylized font. Below that is the name "LOURDES MARTINEZ" in a larger, bold, serif font. Underneath the name, it says "Notary Public, State of Illinois". At the bottom, it says "My Commission Expires 09/30/2013". The seal is surrounded by a decorative border of small, dark, diamond-shaped patterns.

Exhibit A

Premises

Parcel SE-1A-2:

LOT SE-1A IN TECHNY PARCEL SE-1 SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 14, AND PART OF THE NORTHWEST QUARTER OF SECTION 23, AND PART OF THE NORTHEAST QUARTER OF SECTION 23, ALL IN TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 22, 2000 AS DOCUMENT NUMBER 0001007540, EXCEPT THAT PART DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID LOT SE-1A; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID LOT SE-1A THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) SOUTH 29 DEGREES 44 MINUTES 54 SECONDS EAST 472.59 FEET; 2) SOUTH 81 DEGREES 06 MINUTES 17 SECONDS WEST 275.77 FEET; 3) SOUTH 01 DEGREES 07 MINUTES 13 SECONDS WEST 510.84 FEET; THENCE NORTH 88 DEGREES 44 MINUTES 41 SECONDS WEST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 14, A DISTANCE OF 748.85 FEET TO THE WEST LINE OF SAID LOT SE-1A; THENCE NORTHERLY AND EASTERLY ALONG SAID WEST LINE OF LOT SE-1A, SAID LINE ALSO BEING THE EASTERLY LINE OF HERETOFORE DEDICATED FOUNDERS DRIVE AND SOUTHERLY LINE OF HERETOFORE DEDICATED KAMP DRIVE, THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1) NORTH 01 DEGREES 18 MINUTES 05 SECONDS EAST 289.90 FEET TO A POINT OF CURVATURE; 2) NORtherly ALONG AN ARC OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 650.00 FEET, HAVING A CHORD BEARING OF NORTH 04 DEGREES 13 MINUTES 34 SECONDS WEST, 125.42 FEET TO A POINT OF REVERSE CURVATURE; 3) NORTHEASTERLY ALONG AN ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 100.00 FEET, HAVING A CHORD BEARING OF NORTH 25 DEGREES 14 MINUTES 57 SECONDS EAST, 122.18 FEET TO A POINT OF TANGENCY; 4) NORTH 60 DEGREES 15 MINUTES 06 SECONDS EAST 864.22 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY ILLINOIS.

Parcel SE-1A-X:

LOT 12 (EXCEPT THAT PART LYING SOUTH OF THE LINE 50 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTH 1/2 SECTION 23) IN COUNTY CLERK'S DIVISION OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE MAP THEREOF RECORDED ON OCTOBER 11, 1876 IN BOOK 11 OF PLATS, PAGE 70 AS DOCUMENT NUMBER 106454 (EXCEPTING THEREFROM ALL THAT PART THEREOF CONVEYED TO THE STATE OF ILLINOIS FOR THE USE OF THE DEPARTMENT OF PUBLIC WORKS AND BUILDINGS BY DEED RECORDED AS DOCUMENT 21157212 TAKEN FOR ROAD PURPOSES), IN COOK COUNTY, ILLINOIS.

EXCLUDING FROM PARCELS SE-1A-2 AND SE-1A-X AS SET FORTH ABOVE THE FOLLOWING DESCRIBED PARCEL:¹

THAT PART OF LOT SE-1A IN THE FINAL PLAT OF SUBDIVISION OF TECHNY PARCEL SE-1, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 14, AND PART OF THE NORTHWEST QUARTER OF SECTION 23, AND PART OF THE NORTHEAST QUARTER OF SECTION 23, ALL IN TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 22, 2000 AS DOCUMENT NUMBER 0001007540 AND PART OF LOT 12 IN THE COUNTY CLERKS DIVISION OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 11, 1876 AS DOCUMENT NUMBER 106454 DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST SOUTHERLY SOUTHWEST CORNER OF LOT SE-1A; THENCE NORTH 45 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE WEST LINE OF SAID LOT SE-1A, A DISTANCE OF 28.95 FEET; THENCE SOUTH 88 DEGREES 41 MINUTES 55 SECONDS EAST ALONG A LINE 20 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT SE-1A, A DISTANCE OF 1632.56 FEET TO THE WEST LINE OF LOT 12 IN SAID COUNTY CLERKS DIVISION OF SECTION 23; THENCE SOUTH 88 DEGREES 39 MINUTES 06 SECONDS EAST 114.44 FEET; THENCE NORTH 86 DEGREES 35 MINUTES 05 SECONDS EAST 60.21 FEET; THENCE NORTH 41 DEGREES 28 MINUTES 32 SECONDS EAST 53.50 FEET; THENCE NORTH 01 DEGREES 35 MINUTES 56 SECONDS EAST 57.22 FEET; THENCE NORTH 03 DEGREES 24 MINUTES 51 SECONDS WEST 237.71 FEET TO A POINT OF CURVATURE; THENCE NORtherLY ALONG AN ARC OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 727.10 FEET, HAVING A CHORD BEARING OF NORTH 16 DEGREES 34 MINUTES 52 SECONDS WEST, 334.19 FEET TO A POINT OF TANGENCY; THENCE NORTH 29 DEGREES 44 MINUTES 54 SECONDS WEST 698.15 FEET TO THE SOUTH LINE OF LOT 28 IN COUNTY CLERK'S DIVISION OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 11, 1876 AS DOCUMENT NUMBER 106463, ALSO BEING THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 14; THENCE SOUTH 88 DEGREES 44 MINUTES 41 SECONDS EAST ALONG SAID SOUTH LINE 55.40 FEET TO THE EAST LINE OF LOT SE-1A; THENCE SOUTHERLY ALONG SAID EAST LINE OF LOT SE-1A THE FOLLOWING SIX (6) COURSES AND DISTANCES: 1) SOUTH 29 DEGREES 38 MINUTES 50 SECONDS EAST 270.59 FEET; 2) SOUTH 60 DEGREES 21 MINUTES 10 SECONDS WEST 24.72 FEET; 3) SOUTH 29 DEGREES 38 MINUTES 50 SECONDS EAST 382.00 FEET; 4) SOUTH 23 DEGREES 22 MINUTES 11 SECONDS EAST 188.45 FEET; 5) SOUTH 12 DEGREES 11 MINUTES 13 SECONDS EAST 149.20 FEET; 6) SOUTH 03 DEGREES 28 MINUTES 58 SECONDS EAST 2.28 FEET; THENCE CONTINUING SOUTH 03 DEGREES 28 MINUTES 58 SECONDS EAST 352.55 FEET; THENCE SOUTH 43

¹ Being the same parcel as was conveyed to the People of the State of Illinois, Department of Transportation by that certain Trustee's Deed dated May 10, 2004, which was recorded on October 10, 2004 as Document No. 0428849048 in the Office of the Recorder of Cook County, Illinois.

DEGREES 51 MINUTES 14 SECONDS WEST 42.27 FEET; THENCE NORTH 88 DEGREE 39 MINUTES 06 SECONDS WEST 212.15 FEET TO THE SOUTHEAST CORNER OF SAID LOT SE-1A; THENCE NORTH 88 DEGREES 41 MINUTES 55 SECONDS WEST 1611.66 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PINs:

Addresses for Willow Festival Tax Parcel Numbers				
04-23-108-002-0000	1092 Willow Road	Northbrook	Illinois	60065
04-23-108-003-0000	1018 Willow Road	Northbrook	Illinois	60065
04-23-108-004-0000	1072-1036 Willow Road	Northbrook	Illinois	60065
04-23-108-005-0000	1000 Willow Road	Northbrook	Illinois	60065
04-23-108-006-0000	936 Willow Road	Northbrook	Illinois	60065
04-23-108-007-0000	984-888 Willow Road	Northbrook	Illinois	60065
04-23-108-008-0000	840 Willow Road - Common Road Way and Landscaping	Northbrook	Illinois	60065
04-23-200-043-0000	840 Willow Road - Pond on Corner of Willow and Waukegan Roads	Northbrook	Illinois	60065

Address: Approximately 48.1564 acres of land at the northwest corner of Willow and Waukegan Roads in Northbrook, Illinois (47.9088 gross acres in Parcel SE-1A-2 plus 1.9869 gross acres in Parcel SE-1A-X before excluded parcel conveyed to People of the State of Illinois Department of Transportation of 1.7393 acres) being building addresses as noted above

Exhibit B

Permitted Exceptions

1. ALL ASSESSMENTS AND TAXES FOR THE YEAR 2010 AND ALL SUBSEQUENT YEARS FOR THE COOK COUNTY, ILLINOIS.
2. LEASEHOLD MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT DATED AS OF DECEMBER 26, 2007 AND RECORDED JANUARY 10, 2008 AS DOCUMENT 0801033034 MADE BY WILLOW FESTIVAL LLC, A DELAWARE LIMITED LIABILITY COMPANY TO ALLIANZ LIFE INSURANCE COMPANY OF NORTH AMERICA, AS MODIFIED FROM TIME TO TIME.
3. SECURITY INTEREST OF ALLIANZ LIFE INSURANCE COMPANY OF NORTH AMERICA, SECURED PARTY, IN CERTAIN DESCRIBED CHATTELS ON THE LAND, AS DISCLOSED BY FINANCING STATEMENT DELIVERED OF EVEN DATE HEREWITH.
4. ASSIGNMENT OF LEASES AND RENTS RECORDED JANUARY 10, 2008 AS DOCUMENT NO. 0801033035 MADE BY WILLOW FESTIVAL LLC, A DELAWARE LIMITED LIABILITY COMPANY TO ALLIANZ LIFE INSURANCE COMPANY OF NORTH AMERICA, AS MODIFIED FROM TIME TO TIME.
5. TERMS, PROVISIONS, CONDITIONS AND LIMITATIONS SET FORTH IN THE MEMORANDUM OF SUBLEASE RECORDED MARCH 14, 2006 AS DOCUMENT 0607306131 MADE BY AND BETWEEN HP WILLOW, LLC AND WHOLE FOODS.
SUBORDINATION, ATTORNMENT AND NONDISTURBANCE AGREEMENT RECORDED JANUARY 10, 2008 AS DOCUMENT 0801033039 SUBORDINATING THE GROUND SUBLEASE TO THE LEASEHOLD MORTGAGE RECORDED JANUARY 10, 2008 AS DOCUMENT 0801033034.
6. TERMS, PROVISIONS, CONDITIONS AND LIMITATIONS SET FORTH IN THE MEMORANDUM OF SUBLEASE MADE BY AND BETWEEN HP WILLOW, LLC AND HIGHLAND PARK CVS, L.L.C. RECORDED MAY 18, 2007 AS DOCUMENT 0713810103 AND AMENDED AND RESTATED MEMORANDUM OF SUB-LEASE RECORDED NOVEMBER 5, 2007 AS DOCUMENT 0730931081.
7. MEMORANDUM OF SUBLEASE, DATED DECEMBER 10, 2007 AND RECORDED FEBRUARY 6, 2008 AS DOCUMENT 0803741063, MADE BY AND BETWEEN SCP 2007-C27-519 LLC, A DELAWARE LIMITED LIABILITY COMPANY AND HIGHLAND PARK CVS, L. L. C., AN ILLINOIS LIMITED LIABILITY COMPANY RECORDED FEBRUARY 6, 2008.

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE, MADE BY AND BETWEEN HIGHLAND PARK CVS, L. L. C., AN ILLINOIS LIMITED LIABILITY COMPANY AND SCP 2007-C27-519 LLC, A DELAWARE LIMITED LIABILITY COMPANY RECORDED FEBRUARY 6, 2008 AS DOCUMENT 0803741059.

SUBORDINATION, ATTORNMENT AND NON DISTURBANCE AGREEMENT RECORDED JANUARY 10, 2008 AS DOCUMENT 0801033041 SUBORDINATING THE GROUND SUBLEASE TO THE LEASEHOLD MORTGAGE RECORDED JANUARY 10, 2008 AS DOCUMENT 0801033034.

8. LEASE MADE BY HP WILLOW LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, AND RECREATIONAL EQUIPMENT, INC., A WASHINGTON CORPORATION, DATED MAY 31, 2006, A MEMORANDUM OF WHICH WAS RECORDED JANUARY 23, 2007 AS DOCUMENT 0702333167.
9. MEMORANDUM OF LEASE DATED AS SEPTEMBER 16, 2009, RECORDED FEBRUARY 19, 2010, AS DOCUMENT NO. 1005035079, BY AND BETWEEN WILLOW FESTIVAL LLC, A DELAWARE LIMITED LIABILITY COMPANY (LANDLORD), AND HERE'S WINGS II-NORTHBROOK, LLC AN ILLINOIS LIMITED LIABILITY COMPANY (THE TENANT).
10. MEMORANDUM OF LEASE MADE BY WILLOW FESTIVAL LLC, A DELAWARE LIMITED LIABILITY COMPANY TO ZAPATISTA HOLDINGS, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY DATED MAY 1, 2008 AND RECORDED JUNE 10, 2008 AS DOCUMENT NO. 0816233158.

MEMORANDUM OF ASSIGNMENT OF LEASE, MADE BY ZAPATISTA HOLDINGS, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY AND ZAPATISTA NORTHBROOK, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY RECORDED MAY 13, 2010 AS DOCUMENT 1013310041.

11. LEASE MADE BY HP WILLOW LLC TO AMERICAN CHARTERED BANK, A MEMORANDUM OF WHICH WAS RECORDED MAY 15, 2006 AS DOCUMENT NO. 0613533127.
12. MEMORANDUM OF GROUND SUBLEASE MADE BY AND BETWEEN HP WILLOW, LLC AND LOWE'S HOME CENTERS, INC. RECORDED SEPTEMBER 26, 2006 AS DOCUMENT 0626933160.
13. TERMS, PROVISIONS AND CONDITIONS CONTAINED IN THE TRANSPORTATION FACILITIES AND PROGRAMS AGREEMENT MADE BY AND BETWEEN THE VILLAGE OF NORTHBROOK, THE SOCIETY OF THE DIVINE WORD AND RUBLOF INC., RECORDED JULY 7, 1989 AS DOCUMENT NUMBER 89309243.

FIRST AMENDED AND RESTATED TRANSPORTATION FACILITIES AND PROGRAMS AGREEMENT MADE BY AND BETWEEN THE VILLAGE OF NORTHBROOK AND THE SOCIETY OF THE DIVINE WORD DATED JULY 13, 1999 AND RECORDED NOVEMBER 12, 1999 AS DOCUMENT NUMBER 09067536.

14. DECLARATION AND GRANT OF EASEMENTS FOR PRIVATE DRIVES AND DRIVEWAYS DATED JANUARY 21, 2000 BY SOCIETY OF THE DIVINE WORD RECORDED APRIL 13, 2000 AS DOCUMENT 00261797.

AMENDED AND RESTATED DECLARATION AND GRANT OF EASEMENTS FOR PRIVATE DRIVES AND DRIVEWAYS RECORDED SEPTEMBER 19, 2005 AS DOCUMENT 0526227127 AND RE-RECORDED AS DOCUMENT 0526639112 AND THE TERMS AND CONDITIONS SET FORTH THEREIN.

15. TERMS, PROVISIONS AND CONDITIONS OF DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND RIGHTS FOR THE REAL ESTATE PARCELS NC-1, EC-1, EC-2, AND SE-1, WITHIN THE TECHNY PROPERTY, NORTHBROOK, ILLINOIS, AND PROVIDING FOR THE TECHNY PROPERTY ASSOCIATION, RECORDED NOVEMBER 12, 1999 AS DOCUMENT NUMBER 09067537.

AMENDED AND RESTATED DECLARATION DATED SEPTEMBER 15, 2005 AND RECORDED SEPTEMBER 19, 2005 AS DOCUMENT NUMBER 0526227126.

FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION ESTABLISHING COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND RIGHTS FOR REAL ESTATE PARCELS NC-1, EC-1, EC-2, AND SE-1 WITHIN THE TECHNY PROPERTY, NORTHBROOK, ILLINOIS, AND PROVIDING FOR THE TECHNY PROPERTY ASSOCIATION RECORDED NOVEMBER 30, 2010 AS DOCUMENT 1033434050.

16. MATTERS SET FORTH IN THE PLAT RECORDED/FILED AS DOCUMENT NO. 0001007540.

17. EASEMENT IN FAVOR OF COMMONWEALTH EDISON COMPANY, AN ILLINOIS CORPORATION AND AMERITECH-ILLINOIS, AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT RECORDED/FILED AS DOCUMENT NO. 0010791546.

18. STORM WATER DRAINAGE EASEMENT AGREEMENT BETWEEN COLE TAYLOR BANK AS TRUSTEE UNDER TRUST NUMBER 99-8163 DATED NOVEMBER 11, 2000 AND COLE TAYLOR BANK AS TRUSTEE UNDER TRUST NUMBER 99-8164 DATED AUGUST 1, 2002 DATED NOVEMBER 4, 2002 AND RECORDED NOVEMBER, 2002 AS DOCUMENT NUMBER 0021236726.

19. LANDSCAPE BUFFER EASEMENT AGREEMENT DATED SEPTEMBER 15, 2005 AND RECORDED SEPTEMBER 30, 2005 AS DOCUMENT 0527312185.

20. ANNEXATION AGREEMENT DATED DECEMBER 15, 1988 AND RECORDED DECEMBER 16, 1988 AS DOCUMENT 88581079 MADE BY AND BETWEEN SOCIETY OF THE DIVINE WORD, A NOT-FOR-PROFIT CORPORATION ILLINOIS AND VILLAGE OF NORTHBROOK.

FIRST AMENDMENT RECORDED MARCH 27, 1991 AS DOCUMENT 91137573.

SECOND AMENDMENT RECORDED NOVEMBER 10, 1993 AS DOCUMENT 93916442.

THIRD AMENDMENT RECORDED NOVEMBER 12, 1999 AS DOCUMENT 09067534.

FOURTH AMENDMENT RECORDED AS DOCUMENT 0515103085

FIFTH AMENDMENT RECORDED AUGUST 18, 2005 AS DOCUMENT 0523032093.

SIXTH AMENDMENT RECORDED MARCH 8, 2006 AS DOCUMENT 0606718036.

SEVENTH AMENDMENT RECORDED SEPTEMBER 12, 2006 AS DOCUMENT 0634939087.

EIGHTH AMENDMENT RECORDED MAY 11, 2010 AS DOCUMENT 1013118071 AND RE-RECORDED JUNE 7, 2010 AS DOCUMENT 1015816050.

TRANSFeree ASSUMPTION AND SUCCESSOR AGREEMENT BY, BETWEEN AND AMONG SOCIETY OF THE DIVINE WORD, DIVINE WORD TECHNY COMMUNITY CORPORATION, HP WILLOW LLC AND THE VILLAGE OF NORTHBROOK RECORDED DECEMBER 21, 2007 AS DOCUMENT 0735560028.

21. EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN THE INSTRUMENT RECORDED SEPTEMBER 26, 2006 AS DOCUMENT 0626933161.

22. TERMS, PROVISIONS AND CONDITIONS CONTAINED IN GRANT OF EASEMENTS RECORDED JANUARY 3, 2007 AS DOCUMENT 0700322101, MADE BY CHICAGO TITLE LAND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS SUCCESSOR TRUSTEE TO COLE TAYLOR BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 1, 2002 AND

KNOWN AS TRUST NUMBER 99-8164 AND HP WILLOW LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, IN FAVOR OF NORTHERN ILLINOIS GAS COMPANY, D/B/A NICOR GAS COMPANY, ITS SUCCESSORS AND ASSIGNS.

23. EASEMENT IN FAVOR OF ILLINOIS BELL TELEPHONE COMPANY DOING BUSINESS AS AT&T ILLINOIS, AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT RECORDED/FILED AS DOCUMENT NO. 0708733174.

TERMS, PROVISIONS AND CONDITIONS CONTAINED IN VACATION OF EASEMENTS AND GRANT OF REPLACEMENT EASEMENTS RECORDED AUGUST 14, 2007 AS DOCUMENT 0722635257, IN FAVOR OF THE ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, AN ILLINOIS CORPORATION, ITS SUCCESSORS AND ASSIGNS.

24. LAWN SPRINKLER APPLICATION PERMIT AND RELEASE AGREEMENT RECORDED MAY 11, 2007 AS DOCUMENT 0713150088 BY THE VILLAGE OF NORTHBROOK.
25. NON-DISTURBANCE AND ATTORNMENT AGREEMENT BY AND BETWEEN DIVINE WORD TECHNY CORPORATION, AN ILLINOIS NOT-FOR-PROFIT CORPORATION AND HIGHLAND PARK CVS, L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY RECORDED 0713810105.
26. TERMS AND CONDITIONS CONTAINED IN THE STORM WATER EASEMENT AGREEMENT BY AND AMONG CHICAGO TITLE LAND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 31, 2006 AND KNOWN AS TRUST NUMBER 1114332, CHICAGO TITLE LAND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 31, 2006 AND KNOWN AS TRUST NUMBER 1114333, FCL FOUNDERS DRIVE LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TRUSTEE TO COLE TAYLOR BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 1, 2002 AND KNOWN AS TRUST NUMBER 99-8164 AND HP WILLOW LLC, AN ILLINOIS LIMITED LIABILITY COMPANY RECORDED AUGUST 7, 2007 AS DOCUMENT 0721942003.
27. EXISTING UNRECORDED LEASES AND ALL RIGHTS THEREUNDER OF THE LESSEES AND OF ANY PERSON OR PARTY CLAIMING BY, THROUGH OR UNDER THE LESSEES.
28. WATER MAIN EASEMENT IN FAVOR OF THE VILLAGE OF NORTHBROOK, AND ITS RESPECTIVE SUCCESSORS AND ASSIGNS, TO

INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE WATER MAIN EASEMENT AGREEMENT AND VACATION OF PRIOR EASEMENT DOCUMENT RECORDED DECEMBER 21, 2007 AS DOCUMENT NO. 0735560027.

29. TERMS AND CONDITIONS OF THE LAWN SPRINKLER APPLICATION/PERMIT AND RELEASE MADE BY VILLAGE OF NORTHBROOK DEVELOPMENT DEPARTMENT RECORDED JUNE 9, 2010 AS DOCUMENT 1016056002.
30. EASEMENT AGREEMENT FOR ACCESS, WATER LINE, STORM SEWER LINE, AND SIGNS AND LICENSE TO USE NAME DATED OF EVEN DATE HEREWITH.



OWNER'S POLICY OF TITLE INSURANCE

Issued by

CHICAGO TITLE INSURANCE COMPANY

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, CHICAGO TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection

If a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

OWNER'S POLICY (2006)

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by it duly authorized officers.

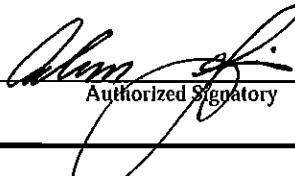
Issued By:

CHICAGO TITLE INSURANCE COMPANY
171 N. CLARK STREET
CHICAGO, IL 60601

Refer Inquiries To:

(312)223-3005

Countersigned

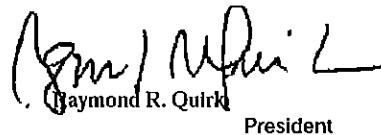


Michael Gravelle
Authorized Signatory

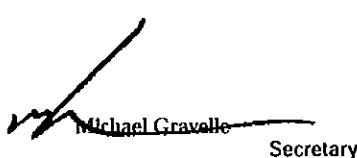


CHICAGO TITLE INSURANCE COMPANY

By:


Raymond R. Quirk
President

By:


Michael Gravelle
Secretary

CHICAGO TITLE INSURANCE COMPANY

OWNER'S POLICY (2006)

POLICY NUMBER: 1401 - 008819771 - D2

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to:
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
2. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
3. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
4. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
5. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is:
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
6. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured;
 - (2) if the grantee wholly owns the named Insured.

- (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
- (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
- (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

CHICAGO TITLE INSURANCE COMPANY

OWNER'S POLICY (2006)

POLICY NUMBER: 1401-008819771-D2

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as Insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an

action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to

secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

CHICAGO TITLE INSURANCE COMPANY

OWNER'S POLICY (2006)

POLICY NUMBER: 1401 - 008819771 - D2

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

- the Amount of Insurance shall be increased by 10%, and
- the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- If the Company establishes the Title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.
- If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guarantees, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- Choice of Law:** The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefore in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- Choice of Forum:** Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at

CHICAGO TITLE INSURANCE COMPANY
National Claims Administration
P.O. Box 45023
Jacksonville, FL 32232-5023

CHICAGO TITLE INSURANCE COMPANY

OWNER'S POLICY (2006)

SCHEDULE A

POLICY NUMBER: 1401-008819771-D2

DATE OF POLICY: DECEMBER 23, 2010

AMOUNT OF INSURANCE: [REDACTED]

1. NAME OF INSURED:

WILLOW FESTIVAL REGENCY, LLC A DELAWARE LIMITED LIABILITY COMPANY

2. THE ESTATE OR INTEREST IN THE LAND THAT IS INSURED BY THIS POLICY IS:
FEE SIMPLE, UNLESS OTHERWISE NOTED.

3. TITLE IS VESTED IN:

THE INSURED

4. THE LAND HEREIN DESCRIBED IS ENCUMBERED BY THE FOLLOWING MORTGAGE OR TRUST DEED AND ASSIGNMENTS:

NONE

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED

CHICAGO TITLE INSURANCE COMPANY

OWNER'S POLICY (2006)

SCHEDULE A (CONTINUED)

POLICY NUMBER: 1401-008819771-D2

5. THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

THE ESTATE OR INTEREST IN THE LAND DESCRIBED BELOW AND COVERED HEREIN IS: THE LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH 1.c. OF THE ALTA LEASEHOLD ENDORSEMENT(S) ATTACHED HERETO), CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS A MEMORANDUM OF AMENDED AND RESTATED GROUND LEASE MADE BY AND BETWEEN CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TRUSTEE TO COLE TAYLOR BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 1, 2002 AND KNOWN AS TRUST NUMBER 99-8164 AND FCL WILLOW & WAUKEGAN LLC, AN ILLINOIS LIMITED LIABILITY COMPANY DATED SEPTEMBER 15, 2005 AND RECORDED SEPTEMBER 30, 2005 AS DOCUMENT 0527312183, ASSIGNMENT AND ASSUMPTION AGREEMENT RECORDED MAY 10, 2006 AS DOCUMENT 0613045065, AS AMENDED BY UNRECORDED FIRST AMENDMENT TO AMENDED AND RESTATED GROUND LEASE DATED AUGUST 30, 2006, ASSIGNMENT AND ASSUMPTION AGREEMENT RECORDED JANUARY 10, 2008 AS DOCUMENT 0801033033, WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND FOR A TERM OF YEARS BEGINNING AUGUST 1, 2002 AND ENDING DECEMBER 31, 2101.

PARCEL 1 (SE-1A-2):

LOT SE-1A IN TECHNY PARCEL SE-1 SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 14, AND PART OF THE NORTHWEST 1/4 OF SECTION 23, AND PART OF THE NORTHEAST 1/4 OF SECTION 23, ALL IN TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, TO THE FINAL PLAT OF SUBDIVISION OF TECHNY PARCEL SE-1 RECORDED ON DECEMBER 22, 2000, AS DOCUMENT NUMBER 0001007540, IN COOK COUNTY, ILLINOIS;

EXCEPT THAT PART DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORtherly CORNER OF SAID LOT SE-1A; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID LOT SE-1A THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) SOUTH 29 DEGREES 44 MINUTES 54 SECONDS EAST 472.59 FEET; 2) SOUTH 81 DEGREES 06 MINUTES 17 SECONDS WEST 275.77 FEET; 3) SOUTH 01 DEGREES 07 MINUTES 13 SECONDS WEST 510.84 FEET; THENCE NORTH 88 DEGREES 44 MINUTES 41 SECONDS WEST ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 14, A DISTANCE OF 748.85 FEET TO THE WEST LINE OF SAID LOT SE-1A; THENCE NORtherly AND EASTERLY ALONG SAID WEST LINE OF LOT SE-1A, SAID LINE ALSO BEING THE EASTERLY LINE OF HERETOFORE DEDICATED FOUNDERS DRIVE AND SOUTHERLY LINE OF HERETOFORE DEDICATED KAMP DRIVE, THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1) NORTH 01 DEGREES 18 MINUTES 05 SECONDS EAST 289.90 FEET TO A POINT OF CURVATURE; 2) NORtherly ALONG AN ARC OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 650.00 FEET, HAVING A CHORD BEARING OF NORTH 04 DEGREES 13 MINUTES 34 SECONDS WEST, 125.42 FEET TO A POINT OF REVERSE CURVATURE; 3) NORtheasterly ALONG AN ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 100.00 FEET, HAVING A CHORD BEARING OF NORTH 25 DEGREES 14 MINUTES 57 SECONDS EAST, 122.18 FEET TO A POINT OF TANGENCY; 4) NORTH 60 DEGREES 15 MINUTES 06 SECONDS EAST 864.22 FEET TO THE PLACE OF BEGINNING;

ALSO EXCEPTING THEREFROM ALL THAT PART CONVEYED TO THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION BY DEED RECORDED OCTOBER 14, 2004 AS DOCUMENT 0428849048, TAKEN FOR ROAD WIDENING, ALL IN COOK COUNTY, ILLINOIS

CONTINUED ON NEXT PAGE

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED

CHICAGO TITLE INSURANCE COMPANY
OWNER'S POLICY (2006)
SCHEDULE A (CONTINUED)

POLICY NUMBER: 1401-008819771-D2

5. THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS (CONTINUED):

PARCEL 2 (SE-1A-X):

LOT 12 (EXCEPT THAT PART LYING SOUTH OF THE LINE 50 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTH 1/2 OF SECTION 23) IN COUNTY CLERK'S DIVISION OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE MAP THEREOF RECORDED ON OCTOBER 11, 1876 IN BOOK 11 OF PLATS, PAGE 70 AS DOCUMENT NUMBER 106454 (EXCEPTING THEREFROM ALL THAT PART THEREOF CONVEYED TO THE STATE OF ILLINOIS FOR THE USE OF THE DEPARTMENT OF PUBLIC WORKS AND BUILDINGS BY DEED RECORDED AS DOCUMENT 21157212 TAKEN FOR ROAD PURPOSES, AND ALSO EXCEPTING THEREFROM ALL THAT PART CONVEYED TO THE STATE OF ILLINOIS BY DEED RECORDED OCTOBER 14, 2004 AS DOCUMENT 0428849048, TAKEN FOR ROAD WIDENING), ALL IN COOK COUNTY, ILLINOIS

PARCEL 3:

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DECLARATION AND GRANT OF EASEMENTS FOR PRIVATE DRIVES AND DRIVEWAYS DATED JANUARY 21, 2000 AND RECORDED APRIL 13, 2000 AS DOCUMENT 00261797 AND BY AMENDED AND RESTATED DECLARATION AND GRANT OF EASEMENTS FOR PRIVATE DRIVES AND DRIVEWAYS RECORDED SEPTEMBER 19, 2005 AS DOCUMENT 0526639112.

PARCEL 4:

NON-EXCLUSIVE RECIPROCAL EASEMENTS FOR THE BENEFIT OF PARCELS 1 AND 2 AS CREATED BY TECHNY LAND PARCELS SE-1A-1 AND SE-1A-2 STORM WATER DRAINAGE EASEMENT AGREEMENT DATED AS OF NOVEMBER 4, 2002 AND RECORDED NOVEMBER 8, 2002 AS DOCUMENT 0021236726 FOR STORM WATER DRAINAGE AND ACCESS.

PARCEL 5:

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCELS 1 AND 2 AS CREATED BY STORM WATER EASEMENT AGREEMENT DATED AS OF JUNE 25, 2007 AND RECORDED AUGUST 7, 2007 AS DOCUMENT 0721942003 FOR EASEMENTS INTO, WITHIN AND OVER THE ANNEX DETENTION BASIN FOR THE USE OF THE ANNEX DETENTION BASIN TO CONTROL AND FACILITTE THE STORAGE, FLOW, RETENTION, DETENTION OR DRAINAGE OR OTHER DISPOSITION OF STORM WATER.

PARCEL 6:

NON-EXCLUSIVE RECIPROCAL EASEMENTS FOR THE BENEFIT OF PARCELS 1 AND 2 AS CREATED BY EASEMENT AGREEMENT FOR ACCESS, WATER LINE, STORM SEWER LINE, AND SIGNS AND LICENSE TO USE NAME, MADE BY AND BETWEEN CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 1, 2002 AND KNOWN AS TRUST NUMBER 99-8164 AND WILLOW FESTIVAL LLC, A DELAWARE LIMITED LIABILITY COMPANY AND CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 12, 2003 AND KNOWN AS TRUST NUMBER 99-8169 AND WILLOW NORTH SHOPPING CENTER LLC, A DELAWARE LIMITED LIABILITY COMPANY, DATED AS OF DECEMBER 15, 2010 AND RECORDED DECEMBER 23, 2010 AS DOCUMENT

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED

CHICAGO TITLE INSURANCE COMPANY
OWNER'S POLICY (2006)
SCHEDULE A (CONTINUED)

POLICY NUMBER: 1401 - 008819771 - D2

5. THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS (CONTINUED):
1035741026 FOR THE PURPOSES SET FORTH THEREIN, OVER AND UPON THE EASMENT AREAS, AS
DEFINED THEREIN.

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED

CHICAGO TITLE INSURANCE COMPANY

OWNER'S POLICY (2006)

SCHEDULE B

POLICY NUMBER: 1401 - 008819771 - D2

EXCEPTIONS FROM COVERAGE

THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE, THE COMPANY WILL NOT PAY COSTS, ATTORNEY'S FEES OR EXPENSES THAT ARISE BY REASON OF:

GENERAL EXCEPTIONS:

- (1) RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY PUBLIC RECORDS.
- (2) ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.
- (3) EASEMENTS, OR CLAIMS OF EASEMENTS, NOT SHOWN BY PUBLIC RECORDS.
- (4) ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL HERETOFORE OR HERAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.
- (5) TAXES OR SPECIAL ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE PUBLIC RECORDS.

DB 6.

1. TAXES FOR THE YEAR(S) 2010 AND 2011
2011 TAXES ARE NOT YET DUE OR PAYABLE.

1A. NOTE: 2010 FIRST INSTALLMENT NOT YET DUE OR PAYABLE

PERM TAX#	PCL	YEAR	1ST INST	STAT	2ND INST	STAT
04-23-108-002-0000	1 OF 8	2009	\$31,537.53	PAID	\$33,975.27	PAID
THIS TAX NUMBER AFFECTS PART OF PARCEL IN QUESTION. PRT PARCEL 1						
04-23-108-003-0000	2 OF 8	2009	\$12,321.06	PAID	\$4,517.21	PAID
THIS TAX NUMBER AFFECTS PART OF PARCEL IN QUESTION. PRT PARCEL 1						
04-23-108-004-0000	3 OF 8	2009	\$86,618.41	PAID	\$93,312.53	PAID
THIS TAX NUMBER AFFECTS PART OF PARCEL IN QUESTION. PRT PARCEL 1						
04-23-108-005-0000	4 OF 8	2009	\$259,618.57	PAID	\$95,185.40	PAID
THIS TAX NUMBER AFFECTS PART OF PARCEL IN QUESTION. PRT PARCEL 1						
04-23-108-006-0000	5 OF 8	2009	\$81,899.57	PAID	\$88,229.17	PAID
THIS TAX NUMBER AFFECTS PART OF PARCEL IN QUESTION. PRT PARCEL 1						
04-23-108-007-0000	6 OF 8	2009	\$462,624.77	PAID	\$513,318.62	PAID
THIS TAX NUMBER AFFECTS PART OF PARCEL IN QUESTION. PRT PARCEL 1						
04-23-108-008-0000	7 OF 8	2009	\$32,550.12	PAID	\$52,720.99	PAID
THIS TAX NUMBER AFFECTS PART OF PARCEL IN QUESTION. PRT PARCEL 1						
04-23-200-043-0000	8 OF 8	2009	\$7,509.64	PAID	\$225.60	PAID
THIS TAX NUMBER AFFECTS PART OF PARCEL IN QUESTION. PARCEL 2						

* * * * *

AW 7. LEASEHOLD MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT DATED AS OF DECEMBER 26, 2007 AND RECORDED JANUARY 10, 2008 AS DOCUMENT 0801033034 MADE BY WILLOW FESTIVAL LLC, A DELAWARE LIMITED LIABILITY

CHICAGO TITLE INSURANCE COMPANY

OWNER'S POLICY (2006)

SCHEDULE B

POLICY NUMBER: 1401-008819771-D2

EXCEPTIONS FROM COVERAGE (CONTINUED)

COMPANY TO ALLIANZ LIFE INSURANCE COMPANY OF NORTH AMERICA TO SECURE A NOTE FOR \$50,500.00.00

LOAN ASSIGNMENT AND ASSUMPTION AGREEMENT MADE BY AND BETWEEN WILLOW FESTIVAL LLC, A DELAWARE LIMITED LIABILITY COMPANY, JAMES L. SHERIDAN, AN INDIVIDUAL, AND THE ESTATE OF ALLAN J. HAMILTON, DECEASED, KIRK L. HAMILTON AND MARK F. HAMILTON, EXECUTORS, WILLOW FESTIVAL REGENCY, LLC A DELAWARE, LIMITED LIABILITY COMPANY, REGENCY CENTERS, L.P. A DELAWARE LIMITED PARTNERSHIP AND ALLIANZ LIFE INSURANCE COMPANY OF NORTH AMERICA A MINNESOTA CORPORATION DATED DECEMBER 15, 2010 AND RECORDED DECEMBER 23, 2010 AS DOCUMENT 1035741028.

AMENDED AND RESTATED LEASEHOLD MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT MADE BY AND BETWEEN WILLOW FESTIVAL REGENCY, LLC AND ALLIANZ LIFE INSURANCE COMPANY OF NORTH AMERICA DATED DECEMBER 15, 2010 AND RECORDED DECEMBER 23, 2010 AS DOCUMENT 1035741029.

DA 8. SECURITY INTEREST OF ALLIANZ LIFE INSURANCE COMPANY OF NORTH AMERICA, SECURED PARTY, IN CERTAIN DESCRIBED CHATTELS ON THE LAND, AS DISCLOSED BY FINANCING STATEMENT NAMING WILLOW FESTIVAL REGENCY, LLC, AS DEBTOR AND RECORDED DECEMBER 23, 2010 AS DOCUMENT NO. 1035741031.

BD 9. ASSIGNMENT OF LEASES AND RENTS RECORDED JANUARY 10, 2008 AS DOCUMENT NO. 0801033035 MADE BY WILLOW FESTIVAL LLC, A DELAWARE LIMITED LIABILITY COMPANY TO ALLIANZ LIFE INSURANCE COMPANY OF NORTH AMERICA.

AMENDED AND RESTATED ASSIGNMENT OF LEASES AND RENTS MADE BY AND BETWEEN WILLOW FESTIVAL REGENCY, LLC A DELAWARE LIMITED LIABILITY COMPANY AND ALLIANZ LIFE INSURANCE COMPANY OF NORTH AMERICA, DATED DECEMBER 15, 2010 AND RECORDED DECEMBER 23, 2010 AS DOCUMENT 1035741030.

BH 10. TERMS, PROVISIONS, CONDITIONS AND LIMITATIONS SET FORTH IN THE MEMORANDUM OF SUBLEASE RECORDED MARCH 14, 2006 AS DOCUMENT 0607306131 MADE BY AND BETWEEN HP WILLOW, LLC AND WHOLE FOODS CONTAINING PARKING REQUIREMENTS AND RESTRICTIVE COVENANTS.

NOTE: THE RIGHT OF FIRST REFUSAL IS NOT APPLICABLE TO THE ASSIGNMENT OF GROUND LEASE TO REGENCY CENTERS ACQUISITION, LLC RECORDED DECEMBER 23, 2010 AS DOCUMENT 1035741027.

SUBORDINATION, ATTORNMENT AND NONDISTURBANCE AGREEMENT RECORDED JANUARY 10, 2008 AS DOCUMENT 0801033039 SUBORDINATING THE GROUND SUBLEASE TO THE LEASEHOLD MORTGAGE RECORDED JANUARY 10, 2008 AS DOCUMENT 0801033034.

BA 11. TERMS, PROVISIONS, CONDITIONS AND LIMITATIONS SET FORTH IN THE MEMORANDUM OF SUBLEASE MADE BY AND BETWEEN HP WILLOW, LLC AND HIGHLAND PARK CVS, L.L.C. RECORDED MAY 18, 2007 AS DOCUMENT 0713810103 AND AMENDED AND RESTATED MEMORANDUM OF SUB-LEASE RECORDED NOVEMBER 5, 2007 AS DOCUMENT 0730931081 REGARDING OPTION TO EXTEND AND EXCLUSIVE USE PERMITS.

CHICAGO TITLE INSURANCE COMPANY

OWNER'S POLICY (2006)

SCHEDULE B

POLICY NUMBER: 1401-008819771-D2

EXCEPTIONS FROM COVERAGE (CONTINUED)

SECTION 34 OF THE LEASE GRANTS A RIGHT OF FIRST REFUSAL TO HIGHLAND PARK CVS, L.L.C. IN THE EVENT THAT THE LANDLORD (HP WILLOW LLC OR ITS ASSIGNS) ACQUIRES THE PREMISES AND THEREAFTER ELECTS TO SELL THE PREMISES AS A SEPARATE PARCEL.

NOTE: THE RIGHT OF FIRST REFUSAL IS NOT APPLICABLE TO THE ASSIGNMENT OF GROUND LEASE TO REGENCY CENTERS ACQUISITION, LLC RECORDED DECEMBER 23, 2010 AS DOCUMENT 1035741027.

MEMORANDUM OF SUBLEASE, DATED DECEMBER 10, 2007 AND RECORDED FEBRUARY 6, 2008 AS DOCUMENT 0803741063, MADE BY AND BETWEEN SCP 2007-C27-519 LLC, A DELAWARE LIMITED LIABILITY COMPANY AND HIGHLAND PARK CVS, L. L. C., AN ILLINOIS LIMITED LIABILITY COMPANY RECORDED FEBRUARY 6, 2008 AS DOCUMENT 0803741063, COMMENCING DECEMBER 19, 2007 AND ENDING JANUARY 31, 2033,

TENANT HAS OPTIONS FOR UP TO FIVE (5) EXTENSION PERIODS OF FIVE (5) YEARS EACH AS PROVIDED IN THE SUBLEASE.

TENANT MAY EXERCISE A RIGHT OF FIRST REFUSAL DURING ANY EXTENSION PERIOD, AS PROVIDED IN THE SUBLEASE.

NOTE: THE RIGHT OF FIRST REFUSAL IS NOT APPLICABLE TO THE ASSIGNMENT OF GROUND LEASE TO REGENCY CENTERS ACQUISITION, LLC RECORDED ~ AS DOCUMENT ~.

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE, MADE BY AND BETWEEN HIGHLAND PARK CVS, L. L. C., AN ILLINOIS LIMITED LIABILITY COMPANY AND SCP 2007-C27-519 LLC, A DELAWARE LIMITED LIABILITY COMPANY RECORDED FEBRUARY 6, 2008 AS DOCUMENT 0803741059.

SUBORDINATION, ATTORNMENT AND NON DISTURBANCE AGREEMENT RECORDED JANUARY 10, 2008 AS DOCUMENT 0801033041 SUBORDINATING THE GROUND SUBLEASE TO THE LEASEHOLD MORTGAGE RECORDED JANUARY 10, 2008 AS DOCUMENT 0801033034.

A0 12. LEASE MADE BY HP WILLOW LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, AND RECREATIONAL EQUIPMENT, INC., A WASHINGTON CORPORATION, DATED MAY 31, 2006, A MEMORANDUM OF WHICH WAS RECORDED JANUARY 23, 2007 AS DOCUMENT 0702333167, DEMISING THE LAND FOR A TERM OF TEN (10) YEARS, AND ALL RIGHTS THEREUNDER OF, AND ALL ACTS DONE OR SUFFERED THEREUNDER BY, SAID LESSEE OR BY ANY PARTY CLAIMING BY, THROUGH, OR UNDER SAID LESSEE.

NOTE: THE RECORDED MEMORANDUM OF LEASE DOES NOT CONTAIN ANY RIGHT OF FIRST REFUSAL, RIGHT OF FIRST OFFER OR ANY OTHER RIGHT TO ACQUIRE THE PROPERTY.

CHICAGO TITLE INSURANCE COMPANY

OWNER'S POLICY (2006)

SCHEDULE B

POLICY NUMBER: 1401-008819771-D2

EXCEPTIONS FROM COVERAGE (CONTINUED)

BR 13. MEMORANDUM OF LEASE DATED AS SEPTEMBER 16, 2009, RECORDED FEBRUARY 19, 2010, AS DOCUMENT NO. 1005035079, BY AND BETWEEN WILLOW FESTIVAL LLC, A DELAWARE LIMITED LIABILITY COMPANY (LANDLORD), AND HERE'S WINGS II-NORTHBROOK, LLC AN ILLINOIS LIMITED LIABILITY COMPANY (THE TENANT); AND THE PROVISIONS THEREIN CONTAINED.

NOTE: THE RECORDED MEMORANDUM OF LEASE DOES NOT CONTAIN ANY RIGHT OF FIRST REFUSAL, RIGHT OF FIRST OFFER OR ANY OTHER RIGHT TO ACQUIRE THE PROPERTY.

BL 14. MEMORANDUM OF LEASE MADE BY WILLOW FESTIVAL LLC, A DELAWARE LIMITED LIABILITY COMPANY TO ZAPATISTA HOLDINGS, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY DATED MAY 1, 2008 AND RECORDED JUNE 10, 2008 AS DOCUMENT NO. 0816233158, DEMISING THE LAND FOR A TERM OF YEARS BEGINNING ON THE DATE HEREOF AND EACH SHALL EXPIRE, UNLESS FURTHER EXTENDED ON THE TENTH (10TH) ANNIVERSARY OF THE RENT COMMENCEMENT DATE (AS DEFINED IN THE GROUND LEASE), THE GROUND LEASE CONTAINS TWO (2) SUCCESSIVE OPTIONS TO EXTEND THE TERM FOR ADDITIONAL PERIODS OF TEN (10) YEARS EACH ~, AND ALL RIGHTS THEREUNDER OF, AND ALL ACTS DONE OR SUFFERED THEREUNDER BY, SAID LESSEE OR BY ANY PARTY CLAIMING BY, THROUGH, OR UNDER SAID LESSEE.

MEMORANDUM OF ASSIGNMENT OF LEASE, MADE BY ZAPATISTA HOLDINGS, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY AND ZAPATISTA NORTHBROOK, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY RECORDED MAY 13, 2010 AS DOCUMENT 1013310041.

NOTE: THE RECORDED MEMORANDUM OF LEASE AND RECORDED MEMORANDUM OF ASSIGNMENT OF LEASE DO NOT CONTAIN ANY RIGHT OF FIRST REFUSAL, RIGHT OF FIRST OFFER OR ANY OTHER RIGHT TO ACQUIRE THE PROPERTY.

AE 15. LEASE MADE BY HP WILLOW LLC TO AMERICAN CHARTERED BANK, A MEMORANDUM OF WHICH WAS RECORDED MAY 15, 2006 AS DOCUMENT NO. 0613533127, DEMISING THE LAND FOR A TERM OF 20 YEARS BEGINNING ON THE COMMENCEMENT DATE AS DEFINED IN THE GROUND LEASES WITH 4 SUCCESSIVE OPTIONS TO EXTEND FOR 5 YEARS EACH, AND ALL RIGHTS THEREUNDER OF, AND ALL ACTS DONE OR SUFFERED THEREUNDER BY, SAID LESSEE OR BY ANY PARTY CLAIMING BY, THROUGH, OR UNDER SAID LESSEE.

NOTE: THE RECORDED MEMORANDUM OF LEASE DOES NOT CONTAIN ANY RIGHT OF FIRST REFUSAL, RIGHT OF FIRST OFFER OR ANY OTHER RIGHT TO ACQUIRE THE PROPERTY.

AG 16. TERMS, PROVISIONS, CONDITIONS AND LIMITATIONS SET FORTH IN THE MEMORANDUM OF GROUND SUBLICENSE MADE BY AND BETWEEN HP WILLOW, LLC AND LOWE'S HOME CENTERS, INC. RECORDED SEPTEMBER 26, 2006 AS DOCUMENT 0626933160 RELATING TO USE, BUILDING AREAS, BUILDING HEIGHTS, PARKING, AND SIGNS.

SECTION 2 OF THE MEMORANDUM OF LEASE CONTAINS A RIGHT OF FIRST OFFER IN FAVOR OF TENANT SHOULD LANDLORD DESIRE TO SELL THE DEMISED PREMISES (SHOULD LANDLORD EVER COME INTO FEE TITLE TO THE DEMISED PREMISES) AS A SEPARATE SALE TO ANY THIRD PARTY (AS OPPOSED TO A SALE OF A LARGER PIECE OF PROPERTY) OR ASSIGN ITS RIGHTS IN THE LEASE TO A THIRD PARTY UNDER CIRCUMSTANCE DESCRIBED IN THE LEASE DURING THE LEASE TERM.

NOTE: THE RIGHT OF FIRST REFUSAL IS NOT APPLICABLE TO THE ASSIGNMENT OF GROUND LEASE TO REGENCY CENTERS ACQUISITION, LLC RECORDED DECEMBER 23, 2010 AS DOCUMENT 1035741027.

CHICAGO TITLE INSURANCE COMPANY
OWNER'S POLICY (2006)
SCHEDULE B

POLICY NUMBER: 1401-008819771-D2

EXCEPTIONS FROM COVERAGE (CONTINUED)

D 17. TERMS, PROVISIONS AND CONDITIONS CONTAINED IN THE TRANSPORTATION FACILITIES AND PROGRAMS AGREEMENT MADE BY AND BETWEEN THE VILLAGE OF NORTHBROOK, THE SOCIETY OF THE DIVINE WORD AND RUBLOF INC., RECORDED JULY 7, 1989 AS DOCUMENT NUMBER 89309243.

FIRST AMENDED AND RESTATED TRANSPORTATION FACILITIES AND PROGRAMS AGREEMENT MADE BY AND BETWEEN THE VILLAGE OF NORTHBROOK AND THE SOCIETY OF THE DIVINE WORD DATED JULY 13, 1999 AND RECORDED NOVEMBER 12, 1999 AS DOCUMENT NUMBER 09067536.

(AFFECTS PARCEL 1)

E 18. DECLARATION AND GRANT OF EASEMENTS FOR PRIVATE DRIVES AND DRIVEWAYS DATED JANUARY 21, 2000 BY SOCIETY OF THE DIVINE WORD RECORDED APRIL 13, 2000 AS DOCUMENT 00261797.

AMENDED AND RESTATED DECLARATION AND GRANT OF EASEMENTS FOR PRIVATE DRIVES AND DRIVEWAYS RECORDED SEPTEMBER 19, 2005 AS DOCUMENT 0526227127 AND RE-RECORDED AS DOCUMENT 0526639112 AND THE TERMS AND CONDITIONS SET FORTH THEREIN.

(FOR FURTHER PARTICULARS, SEE RECORD.)

F 19. TERMS, PROVISIONS AND CONDITIONS OF DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND RIGHTS FOR THE REAL ESTATE PARCELS NC-1, EC-1, EC-2, AND SE-1, WITHIN THE TECHNY PROPERTY, NORTHBROOK, ILLINOIS, AND PROVIDING FOR THE TECHNY PROPERTY ASSOCIATION, RECORDED NOVEMBER 12, 1999 AS DOCUMENT NUMBER 09067537.

AMENDED AND RESTATED DECLARATION DATED SEPTEMBER 15, 2005 AND RECORDED SEPTEMBER 19, 2005 AS DOCUMENT NUMBER 0526227126.

FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION ESTABLISHING COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND RIGHTS FOR REAL ESTATE PARCELS NC-1, EC-1, EC-2, AND SE-1 WITHIN THE TECHNY PROPERTY, NORTHBROOK, ILLINOIS, AND PROVIDING FOR THE TECHNY PROPERTY ASSOCIATION RECORDED NOVEMBER 30, 2010 AS DOCUMENT 1033434050.

H 20. EASEMENT IN FAVOR OF NORTHERN ILLINOIS GAS COMPANY, THE COMMONWEALTH EDISON COMPANY, ILLINOIS BELL TELEPHONE COMPANY (AMERITECH), TCI CABLE TELEVISION COMPANY AND 21ST CENTURY CABLE TELEVISION OF ILLINOIS AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING

CHICAGO TITLE INSURANCE COMPANY

OWNER'S POLICY (2006)

SCHEDULE B

POLICY NUMBER: 1401 - 008819771 - D2

EXCEPTIONS FROM COVERAGE (CONTINUED)

THERETO CONTAINED IN THE PLAT RECORDED/FILED AS DOCUMENT NO. 0001007540,
AFFECTING THE LAND AS FOLLOWS:

THE EAST 5 OF THE WEST 20 FEET OF LOT SE-1A AS NOTED IN PARCEL 1

- I 21. EASEMENT IN FAVOR OF VILLAGE OF NORTHBROOK, AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE PLAT RECORDED/FILED AS DOCUMENT NO. 0001007540, AFFECTING THE WEST 15 FEET OF THE LAND.
- J 22. COVENANTS AND RESTRICTIONS (BUT OMITTING ANY SUCH COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT THAT SAID COVENANT (A) IS EXEMPT UNDER CHAPTER 42, SECTION 3607 OF THE UNITED STATES CODE OR (B) RELATES TO HANDICAP BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PERSONS) CONTAINED IN PLAT OF SUBDIVISION RECORDED DECEMBER 22, 2000 AS DOCUMENT NO. 0001007540, WHICH DOES NOT CONTAIN A REVERSIONARY OR FORFEITURE CLAUSE.
- K 23. EASEMENT IN FAVOR OF COMMONWEALTH EDISON COMPANY, AN ILLINOIS CORPORATION AND AMERITECH-ILLINOIS, AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT RECORDED/FILED AS DOCUMENT NO. 0010791546, AFFECTING THE WESTERLY 5 FEET OF PARCEL 1 OF THE LAND.
- L 24. STORM WATER DRAINAGE EASEMENT AGREEMENT BETWEEN COLE TAYLOR BANK AS TRUSTEE UNDER TRUST NUMBER 99-8163 DATED NOVEMBER 11, 2000 AND COLE TAYLOR BANK AS TRUSTEE UNDER TRUST NUMBER 99-8164 DATED AUGUST 1, 2002 DATED NOVEMBER 4, 2002 AND RECORDED NOVEMBER, 2002 AS DOCUMENT NUMBER 0021236726.
- P 25. LANDSCAPE BUFFER EASEMENT AGREEMENT DATED SEPTEMBER 15, 2005 AND RECORDED SEPTEMBER 30, 2005 AS DOCUMENT 0527312185 AFFECTING THE LAND, AND THE TERMS AND PROVISIONS CONTAINED THEREIN.

(AFFECTS PARCEL 1 AND OTHER PROPERTY NOT NOW IN QUESTION)
- Q 26. ANNEXATION AGREEMENT DATED DECEMBER 15, 1988 AND RECORDED DECEMBER 16, 1988 AS DOCUMENT 88581079 MADE BY AND BETWEEN SOCIETY OF THE DIVINE WORD, A NOT-FOR-PROFIT CORPORATION ILLINOIS AND VILLAGE OF NORTHBROOK.

FIRST AMENDMENT RECORDED MARCH 27, 1991 AS DOCUMENT 91137573.
SECOND AMENDMENT RECORDED NOVEMBER 10, 1993 AS DOCUMENT 93916442.
THIRD AMENDMENT RECORDED NOVEMBER 12, 1999 AS DOCUMENT 09067534.
FOURTH AMENDMENT RECORDED AS DOCUMENT 0515103085

CHICAGO TITLE INSURANCE COMPANY

OWNER'S POLICY (2006)

SCHEDULE B

POLICY NUMBER: 1401 - 008819771 - D2

EXCEPTIONS FROM COVERAGE (CONTINUED)

FIFTH AMENDMENT RECORDED AUGUST 18, 2005 AS DOCUMENT 0523032093.

SIXTH AMENDMENT RECORDED MARCH 8, 2006 AS DOCUMENT 0606718036.

SEVENTH AMENDMENT RECORDED SEPTEMBER 12, 2006 AS DOCUMENT 0634939087.

EIGHTH AMENDMENT RECORDED MAY 11, 2010 AS DOCUMENT 1013118071 AND RE-RECORDED JUNE 7, 2010 AS DOCUMENT 1015816050.

TRANSFeree ASSUMPTION AND SUCCESSOR AGREEMENT BY, BETWEEN AND AMONG SOCIETY OF THE DIVINE WORD, DIVINE WORD TECHNY COMMUNITY CORPORATION, HP WILLOW LLC AND THE VILLAGE OF NORTHBROOK RECORDED DECEMBER 21, 2007 AS DOCUMENT 0735560028.

AH 27. EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN THE INSTRUMENT RECORDED SEPTEMBER 26, 2006 AS DOCUMENT 0626933161, GRANTING EASEMENT FOR ACCESS TO AND USE OF THE COMMON AREAS, PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS AND USE OF ACCESS DRIVE, PUBLIC UTILITIES, DRAINAGE, SIGN RIGHTS AND CURE RIGHT EASEMENTS OVER AND UPON PORTION OF A PARCEL OF LAND MORE PARTICULARLY DESCRIBED IN SCHEDULE II OF SAID INSTRUMENT AND DEPICTED ON EXHIBIT 'C' ATTACHED THERETO, AND RELATING TO DESIGN OF COMMON AREAS AND BUILDING EXTENSIONS, COMMON AREA SALES AND DISPLAYS, MAINTENANCE AND THE TERMS AND CONDITIONS CONTAINED THEREIN.

AN 28. TERMS, PROVISIONS AND CONDITIONS CONTAINED IN GRANT OF EASEMENTS RECORDED JANUARY 3, 2007 AS DOCUMENT 0700322101, MADE BY CHICAGO TITLE LAND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS SUCCESSOR TRUSTEE TO COLE TAYLOR BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 1, 2002 AND KNOWN AS TRUST NUMBER 9908164 AND HP WILLOW LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, IN FAVOR OF NORTHERN ILLINOIS GAS COMPANY, D/B/A NICOR GAS COMPANY, ITS SUCCESSORS AND ASSIGNS, AN EASEMENT TO CONSTRUCT, OPERATE, REPAIR AND MAINTAIN ITS FACILITIES, TOGETHER WITH RIGHT OF ACCESS THERETO, AFFECTING PART OF THE LAND.

(FOR FURTHER PARTICULARS, SEE RECORD.)

AP 29. EASEMENT IN FAVOR OF ILLINOIS BELL TELEPHONE COMPANY DOING BUSINESS AS AT&T ILLINOIS, AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT RECORDED/FILED AS DOCUMENT NO. 0708733174.

(AFFECTS PARCEL 1)

TERMS, PROVISIONS AND CONDITIONS CONTAINED IN VACATION OF EASEMENTS AND GRANT OF REPLACEMENT EASEMENTS RECORDED AUGUST 14, 2007 AS DOCUMENT 0722635257, IN FAVOR OF THE ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, AN ILLINOIS CORPORATION, ITS SUCCESSORS AND ASSIGNS. SEE INSTRUMENT FOR FURTHER

CHICAGO TITLE INSURANCE COMPANY

OWNER'S POLICY (2006)

SCHEDULE B

POLICY NUMBER: 1401-008819771-D2

EXCEPTIONS FROM COVERAGE (CONTINUED)

PARTICULARS.

AR 30. LAWN SPRINKLER APPLICATION PERMIT AND RELEASE AGREEMENT RECORDED MAY 11, 2007 AS DOCUMENT 0713150088 BY THE VILLAGE OF NORTHBROOK.

AT 31. NON-DISTURBANCE AND ATTORNMENT AGREEMENT BY AND BETWEEN DIVINE WORD TECHNY CORPORATION, AN ILLINOIS NOT-FOR-PROFIT CORPORATION AND HIGHLAND PARK CVS, L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY RECORDED 0713810105.

AU 32. TERMS AND CONDITIONS CONTAINED IN THE STORM WATER EASEMENT AGREEMENT BY AND AMONG CHICAGO TITLE LAND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 31, 2006 AND KNOWN AS TRUST NUMBER 1114332, CHICAGO TITLE LAND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 31, 2006 AND KNOWN AS TRUST NUMBER 1114333, FCL FOUNDERS DRIVE LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TRUSTEE TO COLE TAYLOR BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 1, 2002 AND KNOWN AS TRUST NUMBER 99-8164 AND HP WILLOW LLC, AN ILLINOIS LIMITED LIABILITY COMPANY RECORDED AUGUST 7, 2007 AS DOCUMENT 0721942003.

AV 33. RIGHTS OF TENANTS, AS TENANTS ONLY, UNDER PRIOR WRITTEN BUT UNRECORDED LEASES AS SET FORTH ON EXHIBIT A ATTACHED HERETO, WITH NO OPTIONS TO PURCHASE OR RIGHTS OF FIRST REFUSAL EXCEPT AS OTHERWISE PROVIDED HEREIN WITH REGARDS TO CVS AND LOWE'S.

BC 34. WATER MAIN EASEMENT IN FAVOR OF THE VILLAGE OF NORTHBROOK, AND ITS RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE WATER MAIN EASEMENT AGREEMENT AND VACATION OF PRIOR EASEMENT DOCUMENT RECORDED DECEMBER 21, 2007 AS DOCUMENT NO. 0735560027, AFFECTING THE LAND DESCRIBED IN THE EXHIBITS TO SAID DOCUMENT.

BN 35. TERMS AND CONDITIONS OF THE LAWN SPRINKLER APPLICATION/PERMIT AND RELEASE MADE BY VILLAGE OF NORTHBROOK DEVELOPMENT DEPARTMENT RECORDED JUNE 9, 2010 AS DOCUMENT 1016056002.

CM 36. PROPOSED ACCESS EASEMENT DEPICTED ON THE PLAT OF SURVEY DATED NOVEMBER 8, 2010 JOB NO. 8904SE1.RC PREPARED BY V 3 CONSULTANTS.

(AFFECTS PARCEL 1)

CY 37. TERMS OF THE EASEMENT AGREEMENT FOR ACCESS, WATER LINE, STORM SEWER LINE, AND SIGNS AND LICENSE TO USE NAME, MADE BY AND BETWEEN CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 1, 2002 AND KNOWN AS TRUST NUMBER 99-8164 AND WILLOW FESTIVAL LLC, A DELAWARE LIMITED LIABILITY COMPANY AND CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 12, 2003 AND KNOWN AS TRUST NUMBER 99-8169 AND WILLOW NORTH SHOPPING CENTER LLC, A DELAWARE LIMITED LIABILITY COMPANY, DATED AS OF DECEMBER 15, 2010 AND RECORDED DECEMBER 23, 2010 AS DOCUMENT 1035741028.

CHICAGO TITLE INSURANCE COMPANY

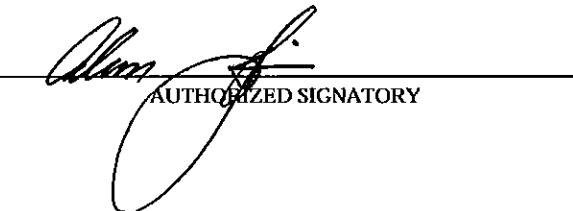
POLICY SIGNATURE PAGE

POLICY NUMBER: 1401 - 008819771 - D2

THIS POLICY SHALL NOT BE VALID OR BINDING UNTIL SIGNED BY AN AUTHORIZED SIGNATORY.

CHICAGO TITLE INSURANCE COMPANY

BY _____

A handwritten signature in black ink, appearing to read "John J. Smith", is written over a horizontal line. Below the line, the words "AUTHORIZED SIGNATORY" are printed in capital letters.

ENDORSEMENT

ATTACHED TO AND FORMING A PART OF
POLICY NUMBER: 1401 - 008819771 - D2

ISSUED BY
CHICAGO TITLE INSURANCE COMPANY

ALTA ENDORSEMENT FORM 13-06

1. AS USED IN THIS ENDORSEMENT, THESE TERMS SHALL MEAN THE FOLLOWING:

- A. "EVICTED" OR "EVICTION": (A) THE LAWFUL DEPRIVATION, IN WHOLE OR IN PART, OF THE RIGHT OF POSSESSION INSURED BY THIS POLICY, CONTRARY TO THE TERMS OF THE LEASE OR (B) THE LAWFUL PREVENTION OF THE USE OF THE LAND OR THE TENANT LEASEHOLD IMPROVEMENTS FOR THE PURPOSES PERMITTED BY THE LEASE, IN EITHER CASE AS A RESULT OF A MATTER COVERED BY THIS POLICY.
- B. "LEASE": THE LEASE AGREEMENT DESCRIBED IN SCHEDULE A.
- C. "LEASEHOLD ESTATE": THE RIGHT OF POSSESSION FOR THE LEASE TERM.
- D. "LEASE TERM": THE DURATION OF THE LEASEHOLD ESTATE, INCLUDING ANY RENEWAL OR EXTENDED TERM IF A VALID OPTION TO RENEW OR EXTEND IS CONTAINED IN THE LEASE.
- E. "PERSONAL PROPERTY": CHATTELS LOCATED ON THE LAND AND PROPERTY WHICH, BECAUSE OF THEIR CHARACTER AND MANNER OF AFFIXATION TO THE LAND, CAN BE SEVERED FROM THE LAND WITHOUT CAUSING APPRECIABLE DAMAGE TO THEMSELVES OR TO THE LAND TO WHICH THEY ARE AFFIXED.
- F. "REMAINING LEASE TERM": THE PORTION OF THE LEASE TERM REMAINING AFTER THE INSURED HAS BEEN EVICTED AS A RESULT OF A MATTER COVERED BY THIS POLICY.
- G. "TENANT LEASEHOLD IMPROVEMENTS": THOSE IMPROVEMENTS, INCLUDING LANDSCAPING, REQUIRED OR PERMITTED TO BE BUILT ON THE LAND BY THE LEASE THAT HAVE BEEN BUILT AT THE INSURED'S EXPENSE OR IN WHICH THE INSURED HAS AN INTEREST GREATER THAN THE RIGHT TO POSSESSION DURING THE LEASE TERM.

2. VALUATION OF ESTATE OR INTEREST INSURED

IF IN COMPUTING LOSS OR DAMAGE IT BECOMES NECESSARY TO VALUE THE TITLE AS THE RESULT OF A COVERED MATTER THAT RESULTS IN AN EVICTION OF THE TENANT, THEN THAT VALUE SHALL CONSIST OF THE VALUE FOR THE REMAINING LEASE TERM OF THE LEASEHOLD ESTATE AND ANY TENANT LEASEHOLD IMPROVEMENTS EXISTING ON THE DATE OF THE EVICTION. THE INSURED CLAIMANT SHALL HAVE THE RIGHT TO HAVE THE LEASEHOLD ESTATE AND THE TENANT LEASEHOLD IMPROVEMENTS VALUED EITHER AS A WHOLE OR SEPARATELY. IN EITHER EVENT, THIS DETERMINATION OF VALUE SHALL TAKE INTO ACCOUNT RENT NO LONGER REQUIRED TO BE PAID FOR THE REMAINING LEASE TERM.

3. ADDITIONAL ITEMS OF LOSS COVERED BY THIS ENDORSEMENT

(CONTINUED)

ENDORSEMENT

ATTACHED TO AND FORMING A PART OF
POLICY NUMBER: 1401 - 008819771 - D2

ISSUED BY

CHICAGO TITLE INSURANCE COMPANY

IF THE INSURED IS EVICTED, THE FOLLOWING ITEMS OF LOSS, IF APPLICABLE, SHALL BE INCLUDED IN COMPUTING LOSS OR DAMAGE INCURRED BY THE INSURED, BUT NOT TO THE EXTENT THAT THE SAME ARE INCLUDED IN THE VALUATION OF THE TITLE.

- A. THE REASONABLE COST OF REMOVING AND RELOCATING ANY PERSONAL PROPERTY THAT THE INSURED HAS THE RIGHT TO REMOVE AND RELOCATE, SITUATED ON THE LAND AT THE TIME OF EVICTION, THE COST OF TRANSPORTATION OF THAT PERSONAL PROPERTY FOR THE INITIAL ONE HUNDRED MILES INCURRED IN CONNECTION WITH THE RELOCATION, AND THE REASONABLE COST OF REPAIRING THE PERSONAL PROPERTY DAMAGED BY REASON OF THE REMOVAL AND RELOCATION.
- B. RENT OR DAMAGES FOR USE AND OCCUPANCY OF THE LAND PRIOR TO THE EVICTION THAT THE INSURED AS OWNER OF THE LEASEHOLD ESTATE MAY BE OBLIGATED TO PAY TO ANY PERSON HAVING PARAMOUNT TITLE TO THAT OF THE LESSOR IN THE LEASE.
- C. THE AMOUNT OF RENT THAT, BY THE TERMS OF THE LEASE, THE INSURED MUST CONTINUE TO PAY TO THE LESSOR AFTER EVICTION WITH RESPECT TO THE PORTION OF THE LEASEHOLD ESTATE AND TENANT LEASEHOLD IMPROVEMENTS FROM WHICH THE INSURED HAS BEEN EVICTED.
- D. THE FAIR MARKET VALUE, AT THE TIME OF THE EVICTION, OF THE ESTATE OR INTEREST OF THE INSURED IN ANY LEASE OR SUBLICENSE MADE BY TENANT AS LESSOR OF ALL OR PART OF THE LEASEHOLD ESTATE OR THE TENANT LEASEHOLD IMPROVEMENTS.
- E. DAMAGES THAT THE INSURED IS OBLIGATED TO PAY TO LESSEES OR SUBLESSEES ON ACCOUNT OF THE BREACH OF ANY LEASE OR SUBLICENSE MADE BY THE TENANT AS LESSOR OF ALL OR PART OF THE LEASEHOLD ESTATE OR THE TENANT LEASEHOLD IMPROVEMENTS CAUSED BY THE EVICTION.
- F. REASONABLE COSTS INCURRED BY THE INSURED TO SECURE A REPLACEMENT LEASEHOLD EQUIVALENT TO THE LEASEHOLD ESTATE.
- G. IF TENANT LEASEHOLD IMPROVEMENTS ARE NOT SUBSTANTIALLY COMPLETED AT THE TIME OF EVICTION, THE ACTUAL COST INCURRED BY THE INSURED, LESS THE SALVAGE VALUE, FOR THE TENANT LEASEHOLD IMPROVEMENTS UP TO THE TIME OF EVICTION. THOSE COSTS INCLUDE COSTS INCURRED TO OBTAIN LAND USE, ZONING, BUILDING AND OCCUPANCY PERMITS, ARCHITECTURAL AND ENGINEERING FEES, CONSTRUCTION MANAGEMENT FEES, COSTS OF ENVIRONMENTAL TESTING AND REVIEWS, AND LANDSCAPING COSTS.

THIS ENDORSEMENT IS ISSUED AS PART OF THE POLICY. EXCEPT AS IT EXPRESSLY STATES, IT DOES NOT (I) MODIFY ANY OF THE TERMS AND PROVISIONS OF THE POLICY, (II) MODIFY ANY PRIOR ENDORSEMENTS, (III) EXTEND THE DATE OF POLICY, OR (IV) INCREASE THE AMOUNT OF INSURANCE. TO THE EXTENT A PROVISION OF THE POLICY OR A PREVIOUS ENDORSEMENT IS INCONSISTENT WITH AN EXPRESS PROVISION OF THIS ENDORSEMENT, THIS

ENDORSEMENT

**ATTACHED TO AND FORMING A PART OF
POLICY NUMBER: 1401 - 008819771 - D2**

ISSUED BY

CHICAGO TITLE INSURANCE COMPANY

**ENDORSEMENT CONTROLS. OTHERWISE, THIS ENDORSEMENT IS SUBJECT TO ALL OF THE TERMS
AND PROVISIONS OF THE POLICY AND OF ANY PRIOR ENDORSEMENTS.**

ENDORSEMENT

ATTACHED TO AND FORMING A PART OF
POLICY NUMBER: 1401 - 008819771 - D2

ISSUED BY
CHICAGO TITLE INSURANCE COMPANY

ALTA ENDORSEMENT FORM 3.1-06

1. THE COMPANY INSURES AGAINST LOSS OR DAMAGE SUSTAINED BY THE
INSURED IN THE EVENT THAT, AT DATE OF POLICY,

A. ACCORDING TO APPLICABLE ZONING ORDINANCES AND AMENDMENTS, THE LAND IS NOT
CLASSIFIED ZONE TECHNY OVERLAY DISTRICT C-5;

B. THE FOLLOWING USE OR USES ARE NOT ALLOWED UNDER THAT
CLASSIFICATION:

AGRICULTURAL PRODUCTION-CROPS
OFFICES - LOCAL AND SUBURBAN TRANSIT COMPANIES, EXCLUDING STATIONS,
YARDS AND MAINTENANCE FACILITIES
UNITED STATES POSTAL SERVICE
ARRANGEMENT OF PASSENGER TRANSPORTATION
FACILITIES & STUDIOS OF COMMUNICATION SERVICES WITH PERMITTED ANTENNAS
EXCEPT PERSONAL WIRELESS SERVICES
PERSONAL WIRELESS SERVICES ANTEANNAS, WITH OR WITHOUT ANTEANNA SUPPORT
STRUCTURES, AND RELATED ELECTRONIC EQUIPMENT AND EQUIPMENT STRUCUTRES,
SUBJECT TO STANDARDS IN SECTION 9-201
ELECTRICAL SUBSTATIONS
PAINT, GLASS AND WALLPAPER STORE
HARDWARD STORES
RETAIL NURSERIES, LAWN AND GARDEN SUPPLY STORES, EXCLUDING OPEN YARDS
GENERAL MERCHANDISE STORES
FOOD STORES
MOTOR VEHICLE DEALERS (NEW AND USED), BUT NOT OPEN SALES LOTS
AUTO AND HOME APPLAINE STORES, BUT NOT INCLUDING SERVICE BAYS
APPAREL AND ACCESSORY STORES
HOME FURNITURE AND EQUIPMENT STORES
EATING PLACES
DRINKING PLACES ACCESSORY TO PERMITTED EATING PLACES
DRUG STORES AND PROPRIETARY STORES
LIQUOR STORES
USED MERCHANDISE STORES
MISCELLANEOUS SHOPPING GOODS STORES
FLORISTS
TOBACCO STORES AND STANDS
NEWS DEALERS AND NEWSTANDS

(CONTINUED)

ENDORSEMENT

ATTACHED TO AND FORMING A PART OF
POLICY NUMBER: 1401 - 008819771 - D2

ISSUED BY

CHICAGO TITLE INSURANCE COMPANY

OPTICAL GOODS STORES

MISCELLANEOUS RETAIL STORES NOT ELSEWHERE CLASSIFIED
DEPOSITORY INSTITUTIONS
LIMITED FINANCIAL SERVICES FACILITES, WITHOUT DRIVE-IN AND EXTERIOR AUTO
TELLER MACHINES
CREDIT AGENCIES OTHER THAN BANKS
SECURITY AND COMMODITY BROKERS, DEALERS, EXCHANGES AND SERVICES
INSURANCE AGENTS, BROKERS AND SERVICES
REAL ESTATE AGENTS AND MANAGERS
HOLDING AND OTHER INVESTMENT OFFICES
GARMENT PRESSING, AND AGENTS FOR LAUNDRIES AND DRY CLEANERS
COIN-OPERATED LAUNDRIES AND DRY CLEANING
TAILOR SHOPS
PHOTOGRAPHIC STUDIOS, PORTRAIT
BEAUTY SHOPS
BARBER SHOPS
SHOE REPAIR SHOPS AND SOESHINE PARLORS
TAX RETURN PREPARATION SERVICES
MISCELLANEOUS PERSONAL SERVICES, NOT ELSEWHERE CLASSIFIED
BUSINESS SERVICES
VIDEO TAPE RENTAL
DANCE STUDIOS, SCHOOLS AND HALLS
HEALTH SERVICES
PSYCHIATRISTS, PSYCHOLOGISTS AND PSYCHOTHERAPISTS
LEGAL SERVICES
CORRESPONDENCE SCHOOLS
INDIVIDUAL AND FAMILY SOCIAL SERVICES
MEMBERSHIP ORGANIZATIONS
ENGINEERING, ACCOUNTING, RESEARCH, MANAGEMENT AND RELATED SERVICES
SERVICES, NOT ELSEWHERE CLASSIFIED
BUSINESS AND PROFESSIONAL OFFICES NOT ELSEWHERE CLASSIFIED
OFFICES OF COMMUNICATION AND UTILITY COMPANIES
REQUIRED RETENTION/DETENTION FACILITIES.

- C. THERE SHALL BE NO LIABILITY UNDER THIS PARAGRAPH 1.B. IF THE USE OR USES ARE NOT ALLOWED AS THE RESULT OF ANY LACK OF COMPLIANCE WITH ANY CONDITIONS, RESTRICTIONS, OR REQUIREMENTS CONTAINED IN THE ZONING ORDINANCES AND AMENDMENTS, INCLUDING BUT NOT LIMITED TO THE FAILURE TO SECURE NECESSARY CONSENTS OR AUTHORIZATIONS AS A PREREQUISITE TO THE USE OR USES. THIS PARAGRAPH 1.C. DOES NOT MODIFY OR LIMIT THE COVERAGE PROVIDED IN COVERED RISK 5.
2. THE COMPANY FURTHER INSURES AGAINST LOSS OR DAMAGE SUSTAINED BY THE INSURED BY REASON OF A FINAL DECREE OF A COURT OF COMPETENT JURISDICTION
 - A. PROHIBITING THE USE OF THE LAND, WITH ANY EXISTING STRUCTURE, AS INSURED

ENDORSEMENT

ATTACHED TO AND FORMING A PART OF
POLICY NUMBER: 1401 - 008819771 - D2

ISSUED BY

CHICAGO TITLE INSURANCE COMPANY

IN PARAGRAPH 1.B.; OR

B. REQUIRING THE REMOVAL OR ALTERATION OF THE STRUCTURE ON THE BASIS THAT, AT DATE OF POLICY, THE ZONING ORDINANCES AND AMENDMENTS HAVE BEEN VIOLATED WITH RESPECT TO ANY OF THE FOLLOWING MATTERS:

- I. AREA, WIDTH, OR DEPTH OF THE LAND AS A BUILDING SITE FOR THE STRUCTURE
- II. FLOOR SPACE AREA OF THE STRUCTURE
- III. SETBACK OF THE STRUCTURE FROM THE PROPERTY LINES OF THE LAND
- IV. HEIGHT OF THE STRUCTURE, OR
- V. NUMBER OF PARKING SPACES.

3. THERE SHALL BE NO LIABILITY UNDER THIS ENDORSEMENT BASED ON

- A. THE INVALIDITY OF THE ZONING ORDINANCES AND AMENDMENTS UNTIL AFTER A FINAL DECREE OF A COURT OF COMPETENT JURISDICTION ADJUDICATING THE INVALIDITY, THE EFFECT OF WHICH IS TO PROHIBIT THE USE OR USES;
- B. THE REFUSAL OF ANY PERSON TO PURCHASE, LEASE OR LEND MONEY ON THE ESTATE OR INTEREST COVERED BY THIS POLICY.

THIS ENDORSEMENT IS ISSUED AS PART OF THE POLICY. EXCEPT AS IT EXPRESSLY STATES, IT DOES NOT (I) MODIFY ANY OF THE TERMS AND PROVISIONS OF THE POLICY, (II) MODIFY ANY PRIOR ENDORSEMENTS, (III) EXTEND THE DATE OF POLICY, OR (IV) INCREASE THE AMOUNT OF INSURANCE. TO THE EXTENT A PROVISION OF THE POLICY OR A PREVIOUS ENDORSEMENT IS INCONSISTENT WITH AN EXPRESS PROVISION OF THIS ENDORSEMENT, THIS ENDORSEMENT CONTROLS. OTHERWISE, THIS ENDORSEMENT IS SUBJECT TO ALL OF THE TERMS AND PROVISIONS OF THE POLICY AND OF ANY PRIOR ENDORSEMENTS.

ENDORSEMENT

ATTACHED TO AND FORMING A PART OF
POLICY NUMBER: 1401 - 008819771 - D2

ISSUED BY
CHICAGO TITLE INSURANCE COMPANY

ALTA ENDORSEMENT FORM 17-06

THE COMPANY INSURES AGAINST LOSS OR DAMAGE SUSTAINED BY THE INSURED IF, AT DATE OF POLICY (I) THE LAND DOES NOT ABUT AND HAVE BOTH ACTUAL VEHICULAR AND PEDESTRIAN ACCESS TO AND FROM WILLOW ROAD, FOUNDERS DRIVE AND WAUKEGAN ROAD ROUTE 43 (NORTHBOUND ONLY AS TO WAUKEGAN ROAD) (THE "STREETS"), (II) THE STREETS ARE NOT PHYSICALLY OPEN AND PUBLICLY MAINTAINED, OR (III) THE INSURED HAS NO RIGHT TO USE EXISTING CURB CUTS OR ENTRIES ALONG THAT PORTION OF THE STREETS ABUTTING THE LAND.

THIS ENDORSEMENT IS ISSUED AS PART OF THE POLICY, EXCEPT AS IT EXPRESSLY STATES, IT DOES NOT (I) MODIFY ANY OF THE TERMS AND PROVISIONS OF THE POLICY, (II) MODIFY ANY PRIOR ENDORSEMENTS, (III) EXTEND THE DATE OF POLICY, OR (IV) INCREASE THE AMOUNT OF INSURANCE. TO THE EXTENT A PROVISION OF THE POLICY OR A PREVIOUS ENDORSEMENT IS INCONSISTENT WITH AN EXPRESS PROVISION OF THIS ENDORSEMENT, THIS ENDORSEMENT CONTROLS. OTHERWISE, THIS ENDORSEMENT IS SUBJECT TO ALL OF THE TERMS AND PROVISIONS OF THE POLICY AND OF ANY PRIOR ENDORSEMENTS.

ENDORSEMENT

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POLICY NUMBER: 1401 - 008819771 - D2

ISSUED BY
CHICAGO TITLE INSURANCE COMPANY

ALTA ENDORSEMENT FORM 25-06 MODIFIED AFFECTS PARCELS 1 AND 2

THE COMPANY INSURES AGAINST LOSS OR DAMAGE SUSTAINED BY THE INSURED BY REASON OF THE FAILURE OF THE LAND AS DESCRIBED IN SCHEDULE A TO BE THE SAME AS THAT IDENTIFIED ON THE SURVEY MADE BY V3 CONSULTANTS DATED NOVEMBER 6, 2010, AND DESIGNATED JOB NO. 8904SE1.RC.

THIS ENDORSEMENT IS ISSUED AS PART OF THE POLICY. EXCEPT AS IT EXPRESSLY STATES, IT DOES NOT (I) MODIFY ANY OF THE TERMS AND PROVISIONS OF THE POLICY, (II) MODIFY ANY PRIOR ENDORSEMENTS, (III) EXTEND THE DATE OF POLICY, OR (IV) INCREASE THE AMOUNT OF INSURANCE. TO THE EXTENT A PROVISION OF THE POLICY OR A PREVIOUS ENDORSEMENT IS INCONSISTENT WITH AN EXPRESS PROVISION OF THIS ENDORSEMENT, THIS ENDORSEMENT CONTROLS, OTHERWISE, THIS ENDORSEMENT IS SUBJECT TO ALL OF THE TERMS AND PROVISIONS OF THE POLICY AND OF ANY PRIOR ENDORSEMENTS.

ENDORSEMENT

ATTACHED TO AND FORMING A PART OF
POLICY NUMBER: 1401 - 008819771 - D2

ISSUED BY
CHICAGO TITLE INSURANCE COMPANY

ALTA ENDORSEMENT FORM 18.1-06

THE COMPANY INSURES AGAINST LOSS OR DAMAGE SUSTAINED BY THE INSURED BY REASON OF:

1. THOSE PORTIONS OF THE LAND IDENTIFIED BELOW NOT BEING ASSESSED FOR REAL
ESTATE TAXES UNDER THE LISTED TAX IDENTIFICATION NUMBERS OR THOSE TAX
IDENTIFICATION NUMBERS INCLUDING ANY ADDITIONAL LAND:

PARCEL:	TAX IDENTIFICATION NUMBER(S):
1 (PART)	04-23-108-002-0000
1 (PART)	04-23-108-003-0000
1 (PART)	04-23-108-004-0000
1 (PART)	04-23-108-005-0000
1 (PART)	04-23-108-006-0000
1 (PART)	04-23-108-007-0000
1 (PART)	04-23-108-008-0000
2	04-23-200-043-0000

2. THE EASEMENTS, IF ANY, DESCRIBED IN SCHEDULE A BEING CUT OFF OR DISTURBED BY
THE NONPAYMENT OF REAL ESTATE TAXES, ASSESSMENTS OR OTHER CHARGES IMPOSED ON
THE SERVIENT ESTATE BY A GOVERNMENTAL AUTHORITY.

THIS ENDORSEMENT IS ISSUED AS PART OF THE POLICY. EXCEPT AS IT EXPRESSLY STATES,
IT DOES NOT (I) MODIFY ANY OF THE TERMS AND PROVISIONS OF THE POLICY, (II) MODIFY
ANY PRIOR ENDORSEMENTS, (III) EXTEND THE DATE OF POLICY, OR (IV) INCREASE THE
AMOUNT OF INSURANCE. TO THE EXTENT A PROVISION OF THE POLICY OR A PREVIOUS
ENDORSEMENT IS INCONSISTENT WITH AN EXPRESS PROVISION OF THIS ENDORSEMENT, THIS
ENDORSEMENT CONTROLS. OTHERWISE, THIS ENDORSEMENT IS SUBJECT TO ALL OF THE TERMS
AND PROVISIONS OF THE POLICY AND OF ANY PRIOR ENDORSEMENTS.

ENDORSEMENT

ATTACHED TO AND FORMING A PART OF
POLICY NUMBER: 1401 - 008819771 - D2

ISSUED BY

CHICAGO TITLE INSURANCE COMPANY

POLICY MODIFICATION ENDORSEMENT 4

GENERAL EXCEPTION NUMBERS 1-5 OF SCHEDULE B OF THIS POLICY ARE HEREBY DELETED.

THIS ENDORSEMENT IS MADE A PART OF THE POLICY AND IS SUBJECT TO ALL OF THE TERMS AND PROVISIONS THEREOF AND OF ANY PRIOR ENDORSEMENTS THERETO. EXCEPT TO THE EXTENT EXPRESSLY STATED, IT NEITHER MODIFIES ANY OF THE TERMS AND PROVISIONS OF THE POLICY AND ANY PRIOR ENDORSEMENTS, NOR DOES IT EXTEND THE EFFECTIVE DATE OF THE POLICY AND ANY PRIOR ENDORSEMENTS, NOR DOES IT INCREASE THE FACE AMOUNT THEREOF.

ENDORSEMENT

ATTACHED TO AND FORMING A PART OF
POLICY NUMBER: 1401 - 008819771 - D2

ISSUED BY

CHICAGO TITLE INSURANCE COMPANY

LOCATION ENDORSEMENT 6 - CONTIGUITY TO STREET

THE COMPANY HEREBY INSURES THE INSURED AGAINST LOSS OR DAMAGE WHICH THE INSURED
SHALL SUSTAIN IN THE EVENT THAT, AT DATE OF POLICY:

THE LAND DESCRIBED IN SCHEDULE A IS NOT CONTIGUOUS TO PHYSICALLY OPEN STREETS
KNOWN AS WILLOW ROAD, FOUNDERS DRIVE AND WAUKEGAN ROAD (ILLINOIS ROUTE 43).

THIS ENDORSEMENT IS MADE A PART OF THE POLICY AND IS SUBJECT TO ALL OF THE TERMS
AND PROVISIONS THEREOF AND OF ANY PRIOR ENDORSEMENTS THERETO. EXCEPT TO THE
EXTENT EXPRESSLY STATED, IT NEITHER MODIFIES ANY OF THE TERMS AND PROVISIONS OF
THE POLICY AND ANY PRIOR ENDORSEMENTS, NOR DOES IT EXTEND THE EFFECTIVE DATE OF
THE POLICY AND ANY PRIOR ENDORSEMENTS, NOR DOES IT INCREASE THE FACE AMOUNT
THEREOF.

ENDORSEMENT

ATTACHED TO AND FORMING A PART OF
POLICY NUMBER: 1401 - 008819771 - D2

ISSUED BY

CHICAGO TITLE INSURANCE COMPANY

LOCATION ENDORSEMENT 4 - CONTIGUITY

THE COMPANY HEREBY INSURES THE INSURED AGAINST LOSS OR DAMAGE WHICH THE INSURED
SHALL SUSTAIN IN THE EVENT THAT:

PARCEL 1 AND PARCEL 2, DESCRIBED IN SCHEDULE A, ARE NOT CONTIGUOUS TO EACH OTHER
AND, TAKEN AS A TRACT, DO NOT CONSTITUTE ONE PARCEL OF LAND.

THIS ENDORSEMENT IS MADE A PART OF THE POLICY AND IS SUBJECT TO ALL OF THE TERMS
AND PROVISIONS THEREOF AND OF ANY PRIOR ENDORSEMENTS THERETO. EXCEPT TO THE
EXTENT EXPRESSLY STATED, IT NEITHER MODIFIES ANY OF THE TERMS AND PROVISIONS OF
THE POLICY AND ANY PRIOR ENDORSEMENTS, NOR DOES IT EXTEND THE EFFECTIVE DATE OF
THE POLICY AND ANY PRIOR ENDORSEMENTS, NOR DOES IT INCREASE THE FACE AMOUNT
THEREOF. ~

ENDORSEMENT

ATTACHED TO AND FORMING A PART OF
POLICY NUMBER: 1401 - 008819771 - D2

ISSUED BY
CHICAGO TITLE INSURANCE COMPANY

PRO FORMA ALTA ENDORSEMENT FORM 9.2-06

THE COMPANY INSURES AGAINST LOSS OR DAMAGE SUSTAINED BY THE INSURED BY REASON OF:

1. THE EXISTENCE, AT DATE OF POLICY, OF ANY OF THE FOLLOWING UNLESS EXPRESSLY EXCEPTED IN SCHEDULE B:

- A. PRESENT VIOLATIONS ON THE LAND OF ANY ENFORCEABLE COVENANTS, CONDITIONS, OR RESTRICTIONS, OR ANY EXISTING IMPROVEMENTS ON THE LAND THAT VIOLATE ANY BUILDING SETBACK LINES SHOWN ON A PLAT OF SUBDIVISION RECORDED OR FILED IN THE PUBLIC RECORDS.
- B. ANY INSTRUMENT REFERRED TO IN SCHEDULE B AS CONTAINING COVENANTS, CONDITIONS, OR RESTRICTIONS ON THE LAND THAT, IN ADDITION, (I) ESTABLISHES AN EASEMENT ON THE LAND; (II) PROVIDES FOR AN OPTION TO PURCHASE, A RIGHT OF FIRST REFUSAL, OR THE PRIOR APPROVAL OF A FUTURE PURCHASER OR OCCUPANT; OR (III) PROVIDES A RIGHT OF REENTRY, POSSIBILITY OF REVERTER, OR RIGHT OF FORFEITURE BECAUSE OF VIOLATIONS ON THE LAND OF ANY ENFORCEABLE COVENANTS, CONDITIONS, OR RESTRICTIONS.
- C. ANY ENCROACHMENT OF EXISTING IMPROVEMENTS LOCATED ON THE LAND ONTO ADJOINING LAND, OR ANY ENCROACHMENT ONTO THE LAND OF EXISTING IMPROVEMENTS LOCATED ON ADJOINING LAND.
- D. ANY ENCROACHMENT OF EXISTING IMPROVEMENTS LOCATED ON THE LAND ONTO THAT PORTION OF THE LAND SUBJECT TO ANY EASEMENT EXCEPTED IN SCHEDULE B.
- E. ANY NOTICES OF VIOLATION OF COVENANTS, CONDITIONS, OR RESTRICTIONS RELATING TO ENVIRONMENTAL PROTECTION RECORDED OR FILED IN THE PUBLIC RECORDS.

2. DAMAGE TO EXISTING BUILDINGS

- A. THAT ARE LOCATED ON OR ENCROACH UPON THAT PORTION OF THE LAND SUBJECT TO ANY EASEMENT EXCEPTED IN SCHEDULE B, WHICH DAMAGE RESULTS FROM THE EXERCISE OF THE RIGHT TO MAINTAIN THE EASEMENT FOR THE PURPOSE FOR WHICH IT WAS GRANTED OR RESERVED;
- B. RESULTING FROM THE FUTURE EXERCISE OF ANY RIGHT EXISTING AT DATE OF POLICY TO USE THE SURFACE OF THE LAND FOR THE EXTRACTION OR DEVELOPMENT

(CONTINUED)

ENDORSEMENT

ATTACHED TO AND FORMING A PART OF
POLICY NUMBER: 1401 - 008819771 - D2

ISSUED BY
CHICAGO TITLE INSURANCE COMPANY

OF MINERALS EXCEPTED FROM THE DESCRIPTION OF THE LAND OR EXCEPTED IN SCHEDULE B.

3. ANY FINAL COURT ORDER OR JUDGMENT REQUIRING THE REMOVAL FROM ANY LAND ADJOINING THE LAND OF ANY ENCROACHMENT, OTHER THAN FENCES, LANDSCAPING, OR DRIVEWAYS, EXCEPTED IN SCHEDULE B.
4. ANY FINAL COURT ORDER OR JUDGMENT DENYING THE RIGHT TO MAINTAIN ANY EXISTING BUILDING ON THE LAND BECAUSE OF ANY VIOLATION OF COVENANTS, CONDITIONS, OR RESTRICTIONS, OR BUILDING SETBACK LINES SHOWN ON A PLAT OF SUBDIVISION RECORDED OR FILED IN THE PUBLIC RECORDS.

WHEREVER IN THIS ENDORSEMENT THE WORDS "COVENANTS, CONDITIONS, OR RESTRICTIONS" APPEAR, THEY SHALL NOT BE DEEMED TO REFER TO OR INCLUDE THE TERMS, COVENANTS, CONDITIONS, OR LIMITATIONS CONTAINED IN AN INSTRUMENT CREATING A LEASE.

AS USED IN PARAGRAPHS 1.A. AND 4, THE WORDS "COVENANTS, CONDITIONS, OR RESTRICTIONS" DO NOT INCLUDE ANY COVENANTS, CONDITIONS, OR RESTRICTIONS (A) RELATING TO OBLIGATIONS OF ANY TYPE TO PERFORM MAINTENANCE, REPAIR, OR REMEDIATION ON THE LAND, OR (B) PERTAINING TO ENVIRONMENTAL PROTECTION OF ANY KIND OR NATURE, INCLUDING HAZARDOUS OR TOXIC MATTERS, CONDITIONS, OR SUBSTANCES, EXCEPT TO THE EXTENT THAT A NOTICE OF A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED OR FILED IN THE PUBLIC RECORDS AT DATE OF POLICY AND IS NOT EXCEPTED IN SCHEDULE B.

THIS ENDORSEMENT IS ISSUED AS PART OF THE POLICY, EXCEPT AS IT EXPRESSLY STATES, IT DOES NOT (I) MODIFY ANY OF THE TERMS AND PROVISIONS OF THE POLICY, (II) MODIFY ANY PRIOR ENDORSEMENTS, (III) EXTEND THE DATE OF POLICY, OR (IV) INCREASE THE AMOUNT OF INSURANCE. TO THE EXTENT A PROVISION OF THE POLICY OR A PREVIOUS ENDORSEMENT IS INCONSISTENT WITH AN EXPRESS PROVISION OF THIS ENDORSEMENT, THIS ENDORSEMENT CONTROLS. OTHERWISE, THIS ENDORSEMENT IS SUBJECT TO ALL OF THE TERMS AND PROVISIONS OF THE POLICY AND OF ANY PRIOR ENDORSEMENTS.

SHOPPING CENTER LEASE
between

WILLOW FESTIVAL REGENCY, LLC
(Landlord)

and

LAZY DOG COLORADO OPS, LLC
d/b/a Lazy Dog Restaurant and Bar
(Tenant)

at

Willow Festival
Northbrook, Illinois

June 19, 2023

**WILLOW FESTIVAL
SHOPPING CENTER LEASE**

THIS SHOPPING CENTER LEASE (this "Lease"), made and entered into as of this 19 day of June, 2023 ("Execution Date"), by and between **WILLOW FESTIVAL REGENCY, LLC**, a Delaware limited liability company (herein called "Landlord"), and **LAZY DOG COLORADO OPS, LLC**, a Delaware limited liability company, d/b/a Lazy Dog Restaurant and Bar (herein called "Tenant").

In consideration of the obligations of Tenant to pay rent and other charges as herein provided and in consideration of the other terms, covenants and conditions hereof, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises described herein for the Term described herein and subject to the terms and conditions set forth herein.

ARTICLE 1. INTRODUCTORY PROVISIONS

1.1 FUNDAMENTAL LEASE PROVISIONS. Certain fundamental provisions and terms are presented and/or defined in this Section in summary form to facilitate convenient reference by the parties hereto:

(a) Tenant's trade name (d/b/a)	Lazy Dog Restaurant and Bar (Section 7.1)
(b) Term	One Hundred Eighty (180) full calendar months commencing on the Commencement Date, as defined below (plus the number of months in any options to extend set forth in this Lease, provided any such options to extend are properly exercised by Tenant in accordance with the terms and conditions applicable thereto set forth in this Lease). (Article 3)
(c) Premises	Unit or space number: 20 (Exhibit "B" – Part 2)
	Premises Address: 840 – 1090 Willow Road Northbrook, IL 60062
	Tenant is responsible for independently verifying the accuracy of any Premises Address set forth above. (Section 2.2)
(d) Square footage in Premises (square footage is also sometimes referred to herein as gross leasable area or "GLA")	9,192 square feet. The Premises also includes the Outdoor Seating Area (as hereinafter defined), which is not included in GLA. (Section 1.5)
(e) GLA in the Landlord's Building	403,679 square feet
(f) Tenant's Proportionate Share	Tenant's Proportionate Share shall be defined as the percentage that the GLA of the Premises (excluding the Outdoor Seating Area) bears to the entire GLA of the Landlord's Building.

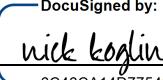
IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease as of the day and year first above written.

LANDLORD:

WILLOW FESTIVAL REGENCY, LLC,
a Delaware limited liability company

By: Regency Centers, L.P.,
a Delaware limited partnership
Its: Managing Member

By: Regency Centers Corporation,
a Florida corporation
Its: General Partner

DocuSigned by:
By:  (Sign Here)
6C46CA14D77540E
Nicholas A. Koglin
Print Name

Its: Vice President, Market Officer
Position/Title

TENANT:

LAZY DOG COLORADO OPS, LLC,
a Delaware limited liability company

DocuSigned by:
By:  (Sign Here)
7913EF13B0F9443...
Robert Linder
Print Name

Its: Chief Financial Officer
Position/Title

PIN	PHYSICAL ADDRESS	COMMUNITY	STATE	ZIPCODE	OWNERNAME	OWNER ADDRESS	OWNER CITY	OWN OWNER ZIP
4231020400000	2742 SUMMIT DR	GLENVIEW	IL	60025	ABID ASHIQALI	2742 SUMMIT DR	GLENVIEW	60025
4231020410000	2746 SUMMIT DR	GLENVIEW	IL	60025	MEVLO HOXHA	2746 SUMMIT DR	GLENVIEW	60025
4231020370000	2730 SUMMIT DR	GLENVIEW	IL	60025	STEVEN K IZZO	2730 SUMMIT DR	GLENVIEW	60025
4231020350000	2722 SUMMIT DR	GLENVIEW	IL	60025	S & J CHASTAIN	2722 SUMMIT DRIVE	GLENVIEW	60025
4231020380000	2734 SUMMIT DR	GLENVIEW	IL	60025	JEAN KIM	2734 SUMMIT DR	GLENVIEW	60025
4231020420000	2750 SUMMIT DR	GLENVIEW	IL	60025	JONG NAM SON	2750 SUMMIT DR	GLENVIEW	60025
4231020390000	2738 SUMMIT DR	GLENVIEW	IL	60025	C KEO KIM	2738 SUMMIT DR	GLENVIEW	60025
4231020360000	2726 SUMMIT DR	GLENVIEW	IL	60025	BARRY & BARNETT	2726 SUMMIT DRIVE	GLENVIEW	60025
4231020080000	1846 ABERDEEN DR	GLENVIEW	IL	60025	DONNA FORMUSA EISA	1846 ABERDEEN DRIVE	GLENVIEW	60025
4231020090000	1848 ABERDEEN DR	GLENVIEW	IL	60025	MICHELLE TURNER	1848 ABERDEEN DR	GLENVIEW	60025
4231020010000	0 ABERDEEN DR	GLENVIEW	IL	60025	HEATHERFIELD MASTER	660 LASALLE PL #2C	Highland Pk	60035
4232050100000	2700 SUMMIT DR	GLENVIEW	IL	60025	HAVERFORD HOME ASSOC	750 W LAKE COOK RD 190	Buffalo Grove	60089
4231020460000	2700 SUMMIT DR	GLENVIEW	IL	60025	HAVERFORD HOME ASSOC	750 W LAKE COOK RD 190	Buffalo Grove	60089
4231020450000	2700 SUMMIT DR	GLENVIEW	IL	60025	HAVERFORD HOME ASSOC	750 W LAKE COOK RD 190	Buffalo Grove	60089
4231080070000	992 WILLOW RD	NORTHBROOK	IL	60062	WILLOW FESTIVAL REGNCY	PO BOX 790830	SAN ANTONIO, TX	78279
4231080070000	840 WILLOW RD # B	NORTHBROOK	IL	60062	WILLOW FESTIVAL REGNCY	PO BOX 790830	SAN ANTONIO, TX	78279
4231080070000	984 WILLOW RD # F	NORTHBROOK	IL	60062	WILLOW FESTIVAL REGNCY	PO BOX 790830	SAN ANTONIO, TX	78279
4231080070000	840 WILLOW RD # J	NORTHBROOK	IL	60062	WILLOW FESTIVAL REGNCY	PO BOX 790830	SAN ANTONIO, TX	78279
4231080070000	840 WILLOW RD # F	NORTHBROOK	IL	60062	WILLOW FESTIVAL REGNCY	PO BOX 790830	SAN ANTONIO, TX	78279
4231080070000	840 WILLOW RD # R	NORTHBROOK	IL	60062	WILLOW FESTIVAL REGNCY	PO BOX 790830	SAN ANTONIO, TX	78279
4231080070000	984 WILLOW RD # A	NORTHBROOK	IL	60062	WILLOW FESTIVAL REGNCY	PO BOX 790830	SAN ANTONIO, TX	78279
4231080070000	984 WILLOW RD # J	NORTHBROOK	IL	60062	WILLOW FESTIVAL REGNCY	PO BOX 790830	SAN ANTONIO, TX	78279
4231080070000	984 WILLOW RD # G	NORTHBROOK	IL	60062	WILLOW FESTIVAL REGNCY	PO BOX 790830	SAN ANTONIO, TX	78279
4231080070000	840 WILLOW RD # H	NORTHBROOK	IL	60062	WILLOW FESTIVAL REGNCY	PO BOX 790830	SAN ANTONIO, TX	78279
4231080070000	840 WILLOW RD # A	NORTHBROOK	IL	60062	WILLOW FESTIVAL REGNCY	PO BOX 790830	SAN ANTONIO, TX	78279
4231080070000	984 WILLOW RD # H	NORTHBROOK	IL	60062	WILLOW FESTIVAL REGNCY	PO BOX 790830	SAN ANTONIO, TX	78279
4231080070000	840 WILLOW RD # T	NORTHBROOK	IL	60062	WILLOW FESTIVAL REGNCY	PO BOX 790830	SAN ANTONIO, TX	78279
4231080070000	840 WILLOW RD # S	NORTHBROOK	IL	60062	WILLOW FESTIVAL REGNCY	PO BOX 790830	SAN ANTONIO, TX	78279
4231080070000	840 WILLOW RD # G	NORTHBROOK	IL	60062	WILLOW FESTIVAL REGNCY	PO BOX 790830	SAN ANTONIO, TX	78279
4231080070000	840 WILLOW RD # M	NORTHBROOK	IL	60062	WILLOW FESTIVAL REGNCY	PO BOX 790830	SAN ANTONIO, TX	78279
4231080070000	840 WILLOW RD # N	NORTHBROOK	IL	60062	WILLOW FESTIVAL REGNCY	PO BOX 790830	SAN ANTONIO, TX	78279
4231080070000	984 WILLOW RD # C	NORTHBROOK	IL	60062	WILLOW FESTIVAL REGNCY	PO BOX 790830	SAN ANTONIO, TX	78279
4231080070000	840 WILLOW RD # D	NORTHBROOK	IL	60062	WILLOW FESTIVAL REGNCY	PO BOX 790830	SAN ANTONIO, TX	78279

4231080070000 840 WILLOW RD # P	NORTHBROOK	IL	60062 WILLOW FESTIVAL REGNCY	PO BOX 790830	SAN ANTONIO, TX	78279
4231080070000 984 WILLOW RD # D	NORTHBROOK	IL	60062 WILLOW FESTIVAL REGNCY	PO BOX 790830	SAN ANTONIO, TX	78279
4231080070000 840 WILLOW RD	NORTHBROOK	IL	60062 WILLOW FESTIVAL REGNCY	PO BOX 790830	SAN ANTONIO, TX	78279
4231080070000 984 WILLOW RD	NORTHBROOK	IL	60062 WILLOW FESTIVAL REGNCY	PO BOX 790830	SAN ANTONIO, TX	78279
4231080070000 888 WILLOW RD	NORTHBROOK	IL	60062 WILLOW FESTIVAL REGNCY	PO BOX 790830	SAN ANTONIO, TX	78279
4231080050000 1000 WILLOW RD	NORTHBROOK	IL	60062 LOWES HOME CENTER INC	PO BOX 790830	SAN ANTONIO, TX	78279
4231080040000 1036 WILLOW RD	NORTHBROOK	IL	60062 WILLOW FESTIVAL REGNCY	1000 LOWES BLVD	MOORESVILLE, NC	28117
4231080040000 1072 WILLOW RD	NORTHBROOK	IL	60062 WILLOW FESTIVAL REGNCY	PO BOX 790830	SAN ANTONIO, TX	78279
4231080040000 1036 WILLOW RD # E	NORTHBROOK	IL	60062 WILLOW FESTIVAL REGNCY	PO BOX 790830	SAN ANTONIO, TX	78279
4231080040000 1036 WILLOW RD # F	NORTHBROOK	IL	60062 WILLOW FESTIVAL REGNCY	PO BOX 790830	SAN ANTONIO, TX	78279
4231080040000 1036 WILLOW RD # H	NORTHBROOK	IL	60062 WILLOW FESTIVAL REGNCY	PO BOX 790830	SAN ANTONIO, TX	78279
4231080040000 1036 WILLOW RD # G	NORTHBROOK	IL	60062 WILLOW FESTIVAL REGNCY	PO BOX 790830	SAN ANTONIO, TX	78279
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4231080080000 840 WILLOW RD	NORTHBROOK	IL	60062 WILLOW FESTIVAL REGNCY	PO BOX 790830	SAN ANTONIO, TX	78279
4231080060000 936 WILLOW RD # B	NORTHBROOK	IL	60062 WILLOW FESTIVAL REGNCY	PO BOX 790830	SAN ANTONIO, TX	78279
4231080060000 936 WILLOW RD # F	NORTHBROOK	IL	60062 WILLOW FESTIVAL REGNCY	PO BOX 790830	SAN ANTONIO, TX	78279
4231080060000 936 WILLOW RD # E	NORTHBROOK	IL	60062 WILLOW FESTIVAL REGNCY	PO BOX 790830	SAN ANTONIO, TX	78279
4231080060000 936 WILLOW RD # C	NORTHBROOK	IL	60062 WILLOW FESTIVAL REGNCY	PO BOX 790830	SAN ANTONIO, TX	78279
4231080060000 936 WILLOW RD # A	NORTHBROOK	IL	60062 WILLOW FESTIVAL REGNCY	PO BOX 790830	SAN ANTONIO, TX	78279
4231080060000 936 WILLOW RD	NORTHBROOK	IL	60062 WILLOW FESTIVAL REGNCY	PO BOX 790830	SAN ANTONIO, TX	78279
4143000060000 2370 WAUKEGAN RD	NORTHBROOK	IL	60062 WILLOW FESTIVAL REGNCY	PO BOX 790830	SAN ANTONIO, TX	78279
4231080030000 1018 WILLOW RD	NORTHBROOK	IL	60062 WILLOW FESTIVAL REGNCY	PO BOX 790830	SAN ANTONIO, TX	78279
4232000430000 200 WILLOW RD	NORTHBROOK	IL	60062 WILLOW FESTIVAL REGNCY	PO BOX 790830	SAN ANTONIO, TX	78279

Tenants:

Tenant Name							
4231080070000 992 WILLOW RD	NORTHBROOK	IL	60062 Lazy Dog				
4231080070000 840 WILLOW RD # B	NORTHBROOK	IL	60062 N/A				
4231080070000 984 WILLOW RD # F	NORTHBROOK	IL	60062 F45 Training Northbrook	80 Fifth Avenue, Suite 1101	New York	NY	10011
4231080070000 840 WILLOW RD # J	NORTHBROOK	IL	60062 OVME Studios	3535 Piedmont Road, Fourteen Piedmont Center, Suite 450	Atlanta	GA	30305
4231080070000 840 WILLOW RD # F	NORTHBROOK	IL	60062 ABP Aventura dba Relax the Back	8751 NW 99th Avenue Street	Miami	FL	33178
4231080070000 840 WILLOW RD # R	NORTHBROOK	IL	60062 PCRK Group dba Massage Envy	7720 N 16th Street, Suite 325	Phoenix	AZ	85020
4231080070000 984 WILLOW RD # A	NORTHBROOK	IL	60062 Potbelly Sandwich Shop	111 N Canal Street Suite 850	Chicago	IL	60606
4231080070000 984 WILLOW RD # J	NORTHBROOK	IL	60062 NA				

4231080070000 984 WILLOW RD # G	NORTHBROOK	IL	60062	Art Post Gallery	984 Willow Road	Northbrook	IL	60062
4231080070000 840 WILLOW RD # H	NORTHBROOK	IL	60062	Willow Festival Dental	1224 W. Van Buren Street #800	Chicago	IL	60607
4231080070000 840 WILLOW RD # A	NORTHBROOK	IL	60062	Kid Science Labs	1801 S. Indiana	Chicago	IL	60616
4231080070000 984 WILLOW RD # H	NORTHBROOK	IL	60062	Advent MSO LLC	2885 N. Mayfair Road	Wauwatosa	IL	53222
4231080070000 840 WILLOW RD # T	NORTHBROOK	IL	60062	HomeGoods	Attn: VP Real Estate, 770 Cochituate Road	Framingham	MA	1701
4231080070000 840 WILLOW RD # S	NORTHBROOK	IL	60062	NA				
4231080070000 840 WILLOW RD # G	NORTHBROOK	IL	60062	Lacquer Lounge	18 S. Fairview Avenue	Park Ridge	IL	60068
4231080070000 840 WILLOW RD # M	NORTHBROOK	IL	60062	Whole Foods Market	Attn: Lease AdminNE #10244 550 Bowie Street	Austin	TX	78703
4231080070000 840 WILLOW RD # N	NORTHBROOK	IL	60062	Luxottica dba Lens Crafters	Attn: Lease Administration, 4000 Luxottica Place	Mason	OH	45040
4231080070000 984 WILLOW RD # C	NORTHBROOK	IL	60062	Crumbl	1504 N. Bosworth Unit 1N	Chicago	IL	60647
4231080070000 840 WILLOW RD # D	NORTHBROOK	IL	60062	Willow Festival Regency	PO BOX 790830	San Antonio	TX	78279
4231080070000 840 WILLOW RD # P	NORTHBROOK	IL	60062	IvyRehab Northbrook	1311 Marroneck Ave, Suite 140	White Plains	NY	10605
4231080070000 984 WILLOW RD # D	NORTHBROOK	IL	60062	Sport Clips Attn: Cary Kledzik	2006 Stiers Court	Batavia	IL	60510
4231080070000 840 WILLOW RD	NORTHBROOK	IL	60062					
4231080070000 984 WILLOW RD	NORTHBROOK	IL	60062					
4231080070000 888 WILLOW RD	NORTHBROOK	IL	60062	REI	Attn: RE Manager, 1700 45th St. E. #101	Summer	WA	98390
4231080040000 1036 WILLOW RD	NORTHBROOK	IL	60062					
4231080040000 1072 WILLOW RD	NORTHBROOK	IL	60062	Willow Festival Regency	PO BOX 790830	San Antonio	TX	78279
4231080040000 1036 WILLOW RD # E	NORTHBROOK	IL	60062	Willow Festival Regency	PO BOX 790830	San Antonio	TX	78279
4231080040000 1036 WILLOW RD # F	NORTHBROOK	IL	60062					
4231080040000 1036 WILLOW RD # H	NORTHBROOK	IL	60062	Meatheads	444 W. Lake Street, Fl 17	Chicago	IL	60606
4231080040000 1036 WILLOW RD # G	NORTHBROOK	IL	60062	LaserAway	307 S. Robertson Blvd.	Beverly Hills	CA	90211
4231080040000 1036 WILLOW RD # C	NORTHBROOK	IL	60062	GLS Cleaners dba Tide	214 E. 55th Street	Hinsdale	IL	60521
4231080040000 1036 WILLOW RD # A	NORTHBROOK	IL	60062	Starbucks #10777	PO Box 35126	Seattle	WA	98124-5126
4231080080000 840 WILLOW RD	NORTHBROOK	IL	60062					
4231080060000 936 WILLOW RD # B	NORTHBROOK	IL	60062	Revitalizate NB dba Restore	1210 Thornapple Lane	Northbrook	IL	60602
4231080060000 936 WILLOW RD # F	NORTHBROOK	IL	60062	CVS/SCP 2007-C27-519	c/o PCG Exchange, 200 Jackson Street #2000	San Francisco	CA	94111
4231080060000 936 WILLOW RD # E	NORTHBROOK	IL	60062	NA				
4231080060000 936 WILLOW RD # C	NORTHBROOK	IL	60062	ULTA #1360	1000 Remington Blvd. #120	Bolingbrook	IL	60440
4231080060000 936 WILLOW RD # A	NORTHBROOK	IL	60062	Pet People Northbrook	1341 Warford Ave.	Memphis	TN	38108
4231080060000 936 WILLOW RD	NORTHBROOK	IL	60062					
4143000060000 2370 WAUKEGAN RD	NORTHBROOK	IL	60062					
4231080030000 1018 WILLOW RD	NORTHBROOK	IL	60062	Buffalo Wild Wings	Three Glenlake Pkwy NE	Atlanta	GA	30328
4232000430000 200 WILLOW RD	NORTHBROOK	IL	60062					

984 WILLOW RD #L

840 WILLOW RD #K

NORTHBROOK IL

NORTHBROOK IL

60062 Sweetgreen

60062 Andreas Hogue Salon

3101 Exposition Blvd

840 Willow #K

Los Angeles CA

Northbrook IL

90018

60062

July 18, 2023

Village of Northbrook
1225 Cedar Lane
Northbrook, IL 60062

Re: Proposed Lazy Dog Restaurant
992 Willow Road
Northbrook, IL 60062

To Whom It May Concern,

Lazy Dog Restaurant proposes the redevelopment of an existing vacant restaurant building with outdoor patio and new wall mounted signs at the above referenced location as detailed in the enclosed plans.

The Huntington Beach-based Lazy Dog Restaurant and Bar started over 20 years ago. Lazy Dog proposes a casual dining atmosphere that is inspired by the comfort of the Rocky Mountains with a rustic decor. Artwork and playful touches inspired by man's best friend will be woven throughout, a dog-friendly patio along with ample seating and fire pit. Both the bar and exterior patio will be outfitted with multiple flat screens for guests to enjoy their meals and crafted beers.

Lazy Dog restaurant proposes to remodel the existing restaurant building with adjacent service yard and outdoor patio areas. Lazy Dog is proposed operate the restaurant and the patio areas from 11AM to 1AM five days per week and 9AM to 1AM on Saturday and Sunday. Lazy Dog proposes to employ 24 to 30 employees per shift. Lazy Dog proposes the sale of sandwiches, burgers, meats, fish, salads, beverages, alcoholic beverages and a kids menu. Beer and wine are also proposed to be sold for offsite consumption as a part of takeout food sales and the Lazy Dog beer club. No dancing or live entertainment is proposed. Lazy Dog Restaurant will be the only tenant in the building. All existing onsite parking is proposed to remain.

The Lazy Dog Restaurant building is proposed with attractive architecture. The building utilizes four-sided architecture, to be aesthetically pleasing from all sides. An entry tower is proposed, to help direct patrons to the restaurant front door. The building proposes the use of multiple finishes including veneer stone, real wood siding, painted brick and metal canopies. The Lazy Dog Restaurant building is designed to be warm and inviting to guests both inside and out. From the moment guests step out of the parking lot they become emersed in the landscaping surrounding the building which ties directly to the building architecture, emphasizing an inviting Jackson Hole, Wyoming experience. Near the front door real stone benches are strategically placed for waiting guests to sit and enjoy the inspiring architecture and landscape. Wall sconces are tastefully proposed around the building. The building will tie beautifully into the surrounding architectural landscape while at the same time providing great visual interest and inviting guests to approach the building and restaurant.

Lazy Dog Restaurant requests approval for three of the four proposed wall signs to be located more than 20 feet above grade. Lazy Dog Restaurant is proposing an extensive renovation to the existing failed restaurant building. In order for Lazy Dog Restaurant to successfully operate at this location visible signage is critical. Please refer to the enclosed signage drawings for dimensions of the proposed signage. The four-sided architecture will be complemented by the tasteful four-sided signage which must be located at the heights proposed in order to achieve the required visibility for the restaurant to be successful, long term. Your review and consideration of the proposed signage is greatly appreciated.

Lazy Dog Restaurant request approval for extended patio hours of operation, with operation until 1AM.

Sincerely,

Jared Taylor

Golden Property Development LLC

Willow Festival

840 - 1090 Willow Road, Northbrook, IL 60062

158

Center Size: 403,679



SPACE	TENANT	SF
0007	AVAILABLE 840 E, D	2,512
0009	LagerLange 840 E, G	1,393
0020	AVAILABLE (Restaurant) Lazy Dog	8,327
0029	AVAILABLE 1036, L	1,049
0034	AVAILABLE 1072	30,000
0001	RESTORE HYPER WELLNESS + CRYO 936 A	2,845
0003A	PETPEOPLE 936 E	4,789
0003B	ULTA 936 C	10,014
0004	CVS 936 F	13,013
0005	REI 888	26,000
0006	KIDS SCIENCE LABS 840 E, A	3,068
0007A	OVME 840 E, J	1,940
0008	RELAX THE BACK 840 E, F	3,000
0010	WILLOW FESTIVAL DENTAL 840 E, H	1,654
0011	MASSAGE ENVY 840 W, R	3,239
0012	ANDREAS HOGUE SALON 840 E, K	4,673
0014	WHOLE FOODS 840 M	60,040
0015	LENSCRAFTERS 840 W, N	2,033
0017	IVY REHAB 840 W, P	2,800
0018A	ART POST GALLERY 984, G	2,593
0018B	ADVENT 984 H	2,153
0019	HOMEGOODS 840 N, T	27,340
0021	POTBELLY SANDWICH WORKS 984 A	2,453
0022	CRUMBL COOKIES 984 C	1,330
0023	SPORT CLIPS 984 D	1,200
0024	F45 TRAINING NORTHBROOK 984 F	2,700
0026	SWEETGREEN 984 L	2,693
0027	MEATHEADS 1036 H	2,845
0028	LASERAWAY 1036 G	1,859
0030	TIDE CLEANERS 1036 C	1,000
0031	STARBUCKS 1036 A	1,896
0032	BUFFALO WILD WINGS 1018	7,215
0033	FIFTH THIRD BANK 1090	5,500

1 of 2

Regency
Centers.

Brian Landru
Leasing Contact

214 706 2502

brianlandru@regencycenters.com

Updated: Mar 6 2023

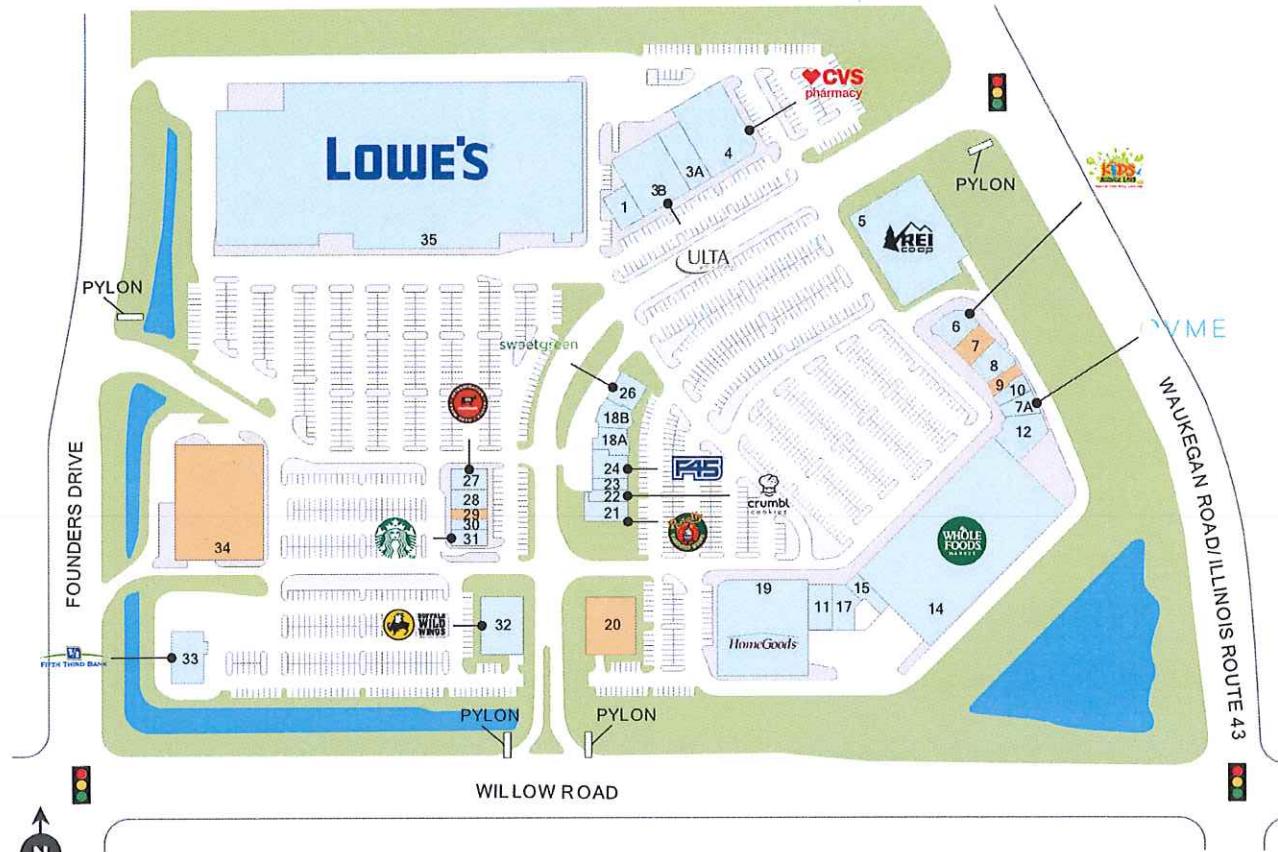
This site plan is not a representation, warranty or guarantee as to size, location, identity of any tenant, the suite number, address or any other physical indicator or parameter of the property and for use as approximated information only. The improvements are subject to changes, additions, and deletions as the architect, landlord, or any governmental agency may direct or determine in their absolute discretion.

Willow Festival

840 - 1090 Willow Road, Northbrook, IL 60062

Center Size: 403,679

SPACE	TENANT	SF
0035	LOWE'S	1000 Willow



■ AVAILABLE ■ AVAILABLE SOON ■ LEASED ■ NAP (NOT A PART)

2 of 2

Regency
Centers.

Brian Landru
Leasing Contact

214 706 2502
brianlandru@regencycenters.com

Updated: Mar 6 2023

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Prepared for:
Lazy Dog

**992 Willow Road
Northbrook, IL 60062**



RENEE ROSS

 r.ross@firstandmainsigns.com

 234.458.0990

 Ohio California Colorado Indiana Oklahoma

EASE | INTEGRITY | PERFORMANCE

#23-2153-R04

160

Location:
Lazy Dog
992 Willow Road
Northbrook, IL 60062

Revision:
1) Added Sign F to package
2) Revised all elevations; Revised "Take Out"
3) Add updated site plan and floor plan from client
4) 06/01/23:AM:Revised south and west elevations; Removed the marquee

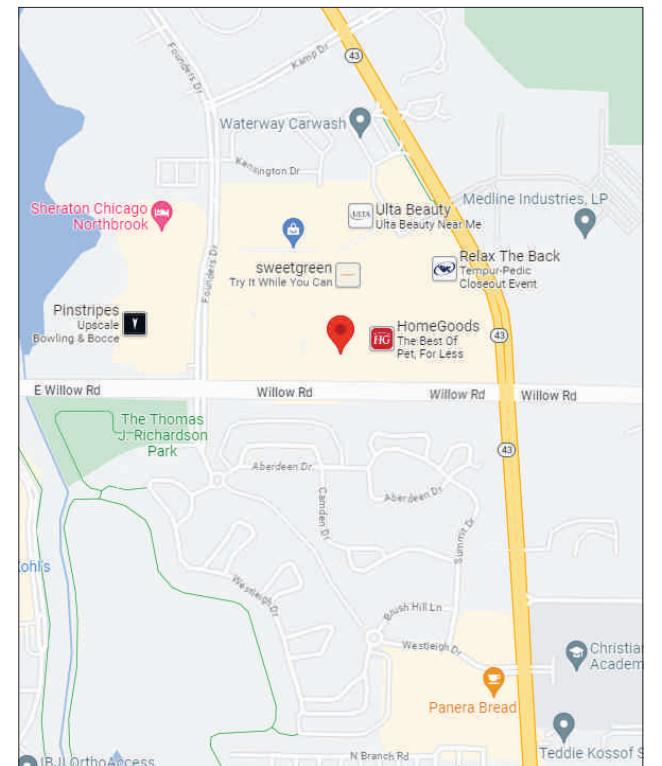
- Approved
- Approved as Noted
- Revise & Resubmit

Drawing No: 23-2153-R04

Date: 04.27.2023

Page No: 1.00

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1 VICINITY MAP
SCALE: NTS

SITE LOCATION



2 AERIAL VIEW
SCALE: NTS



Location:
Lazy Dog
992 Willow Road
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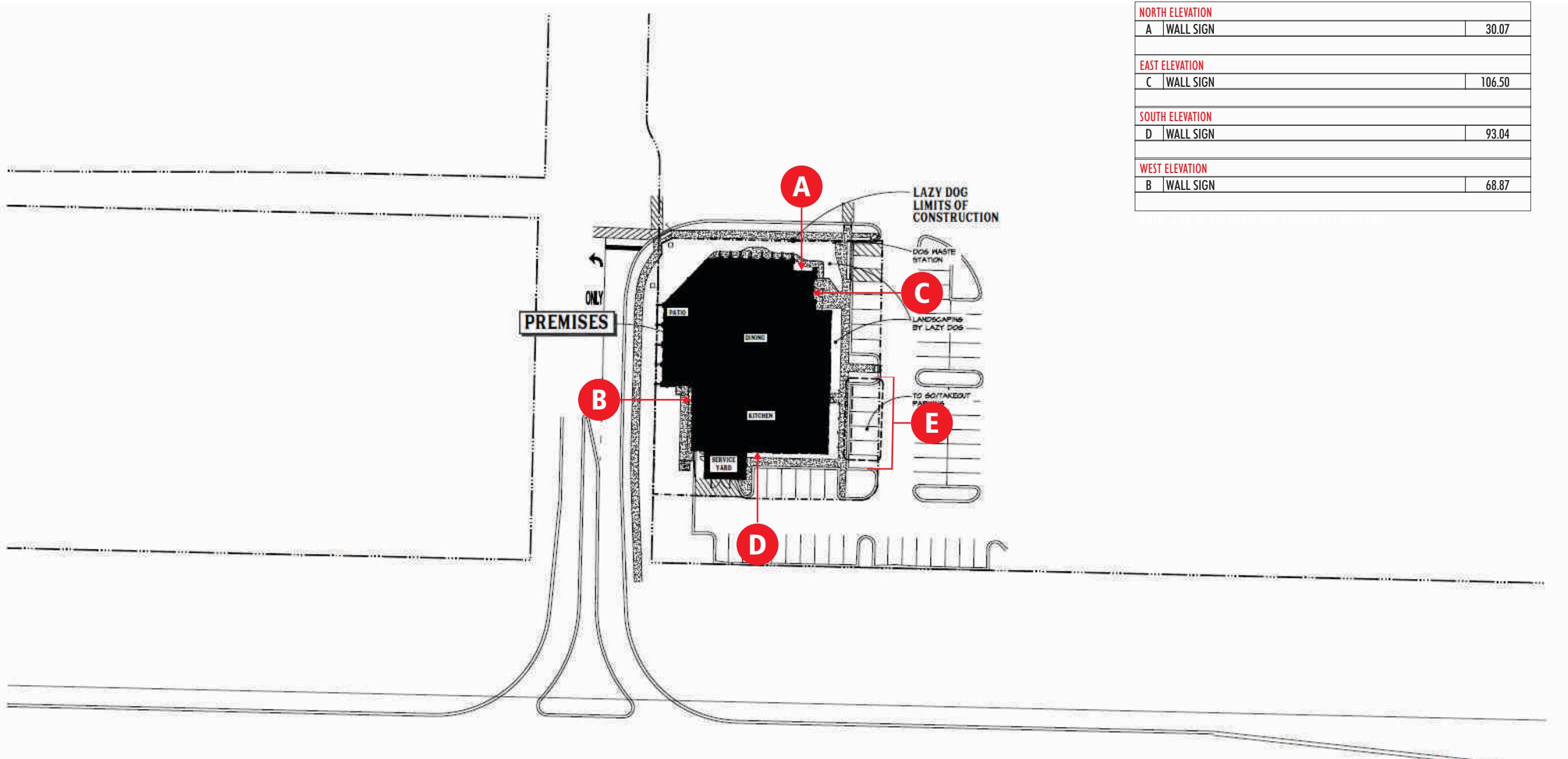
Date: 04.27.2023

JS

Page No: 2.00

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162



SIGN DESCRIPTION	SQ. FT.
NORTH ELEVATION	
A WALL SIGN	30.07
EAST ELEVATION	
C WALL SIGN	106.50
SOUTH ELEVATION	
D WALL SIGN	93.04
WEST ELEVATION	
B WALL SIGN	68.87

1 SITE PLAN

SCALE: NTS



Location:
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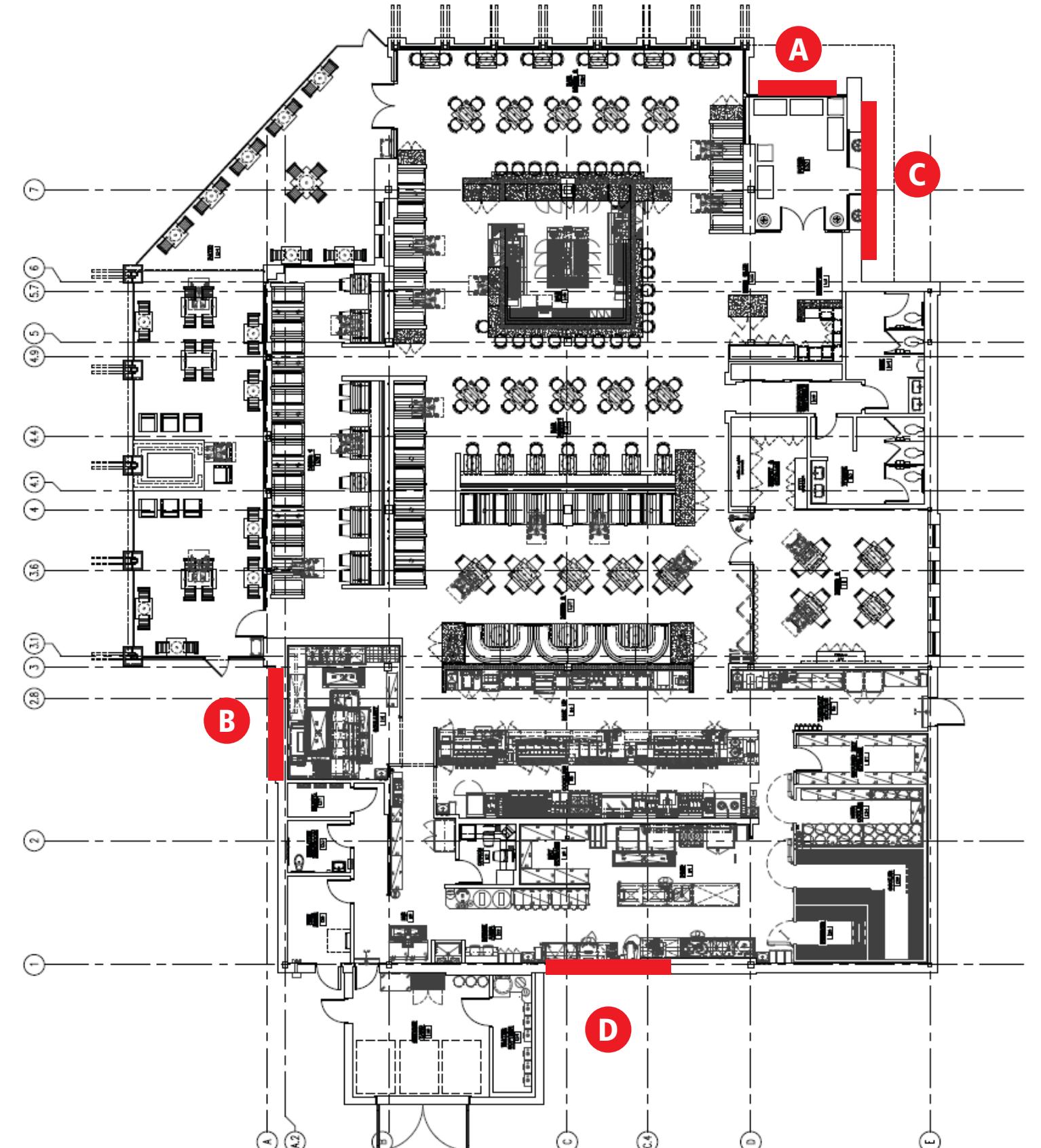
Drawing No: 23-2153-R04

Date: 04.27.2023

JS

Page No: 3.00

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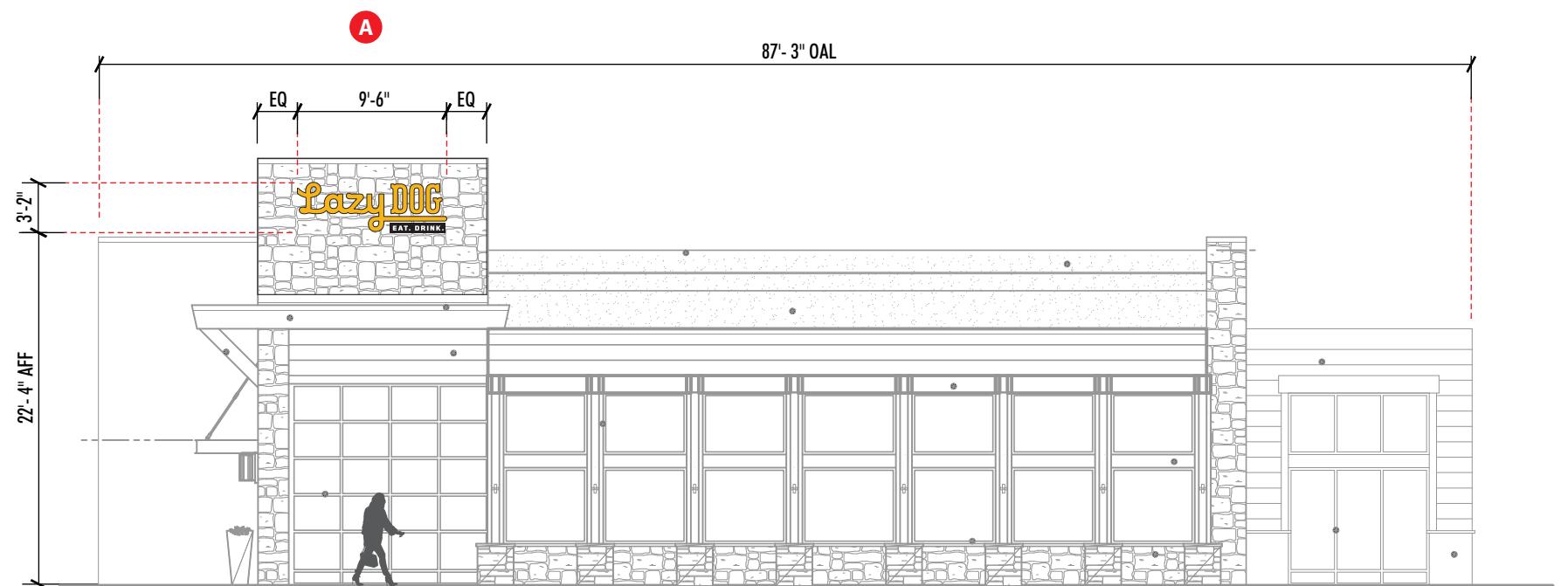


Location:

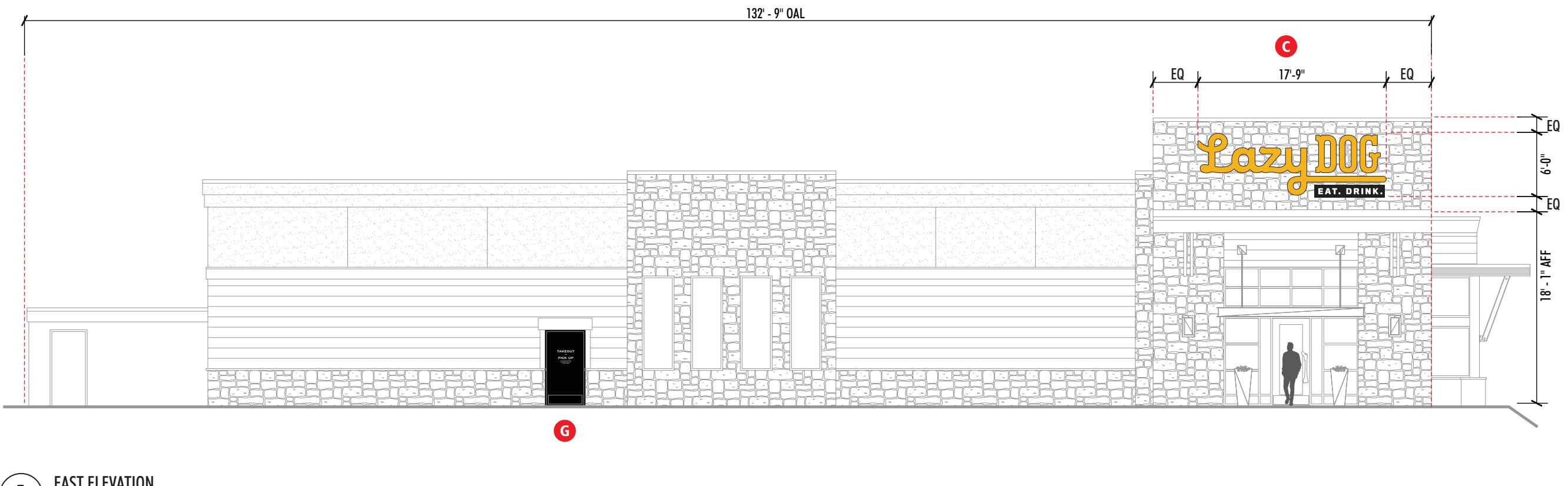
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1 NORTH ELEVATION
SCALE: 3/32' = 1'-0"



1 EAST ELEVATION
SCALE: 3/32' = 1'-0"

- Approved
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- Revise & Resubmit

Drawing No: 23-2153-R04

Date: 04.27.2023

Page No: 4.00

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Location:

Lazy Dog
992 Willow Road
Northbrook, IL 60062

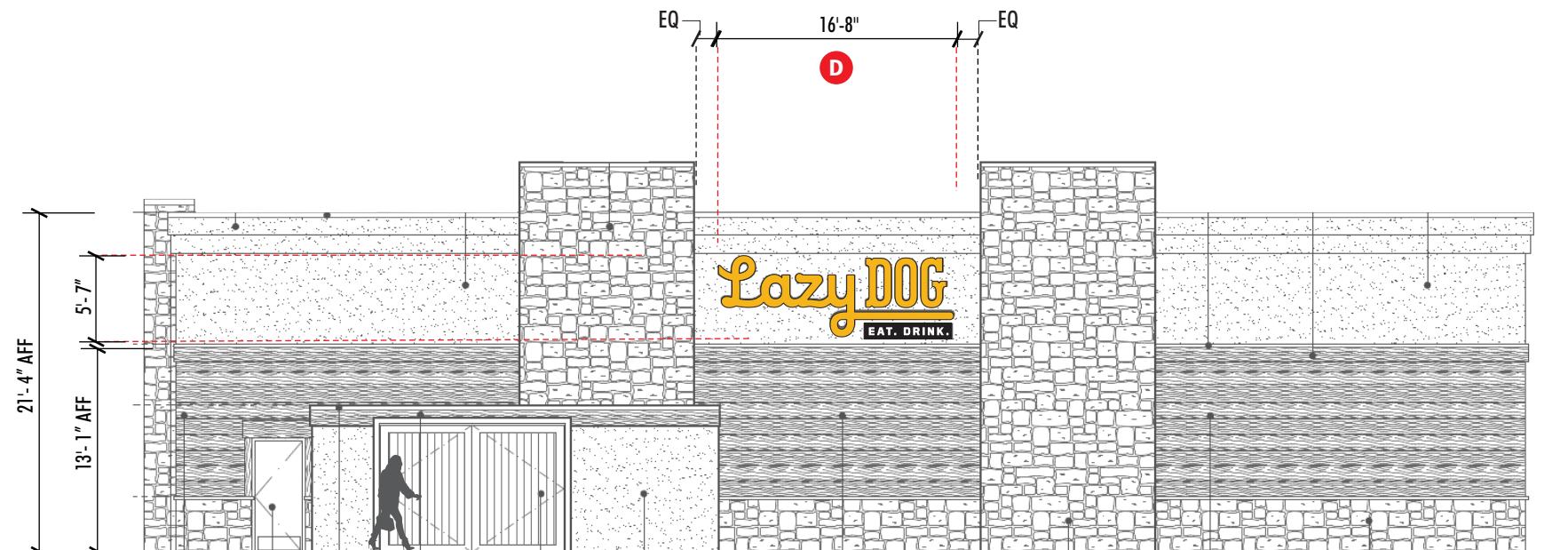
Revision:

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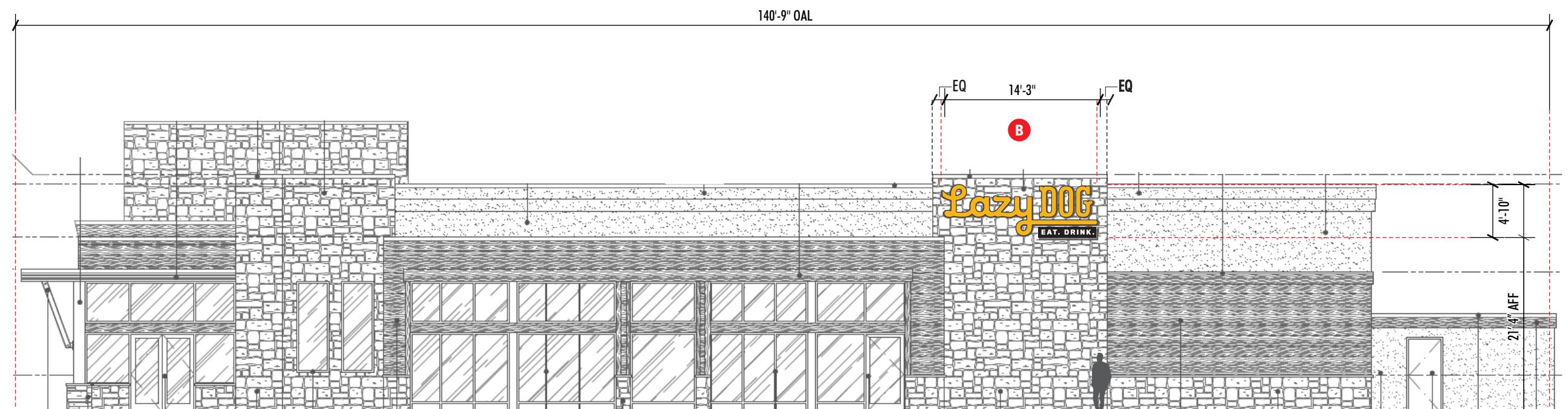
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1 SOUTH ELEVATION
SCALE: 3/32' = 1'-0"



1 WEST ELEVATION
SCALE: 3/32' = 1'-0"

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Drawing No: 23-2153-R04

Date: 04.27.2023

JS

Page No: 5.00

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Northbrook, IL 60062

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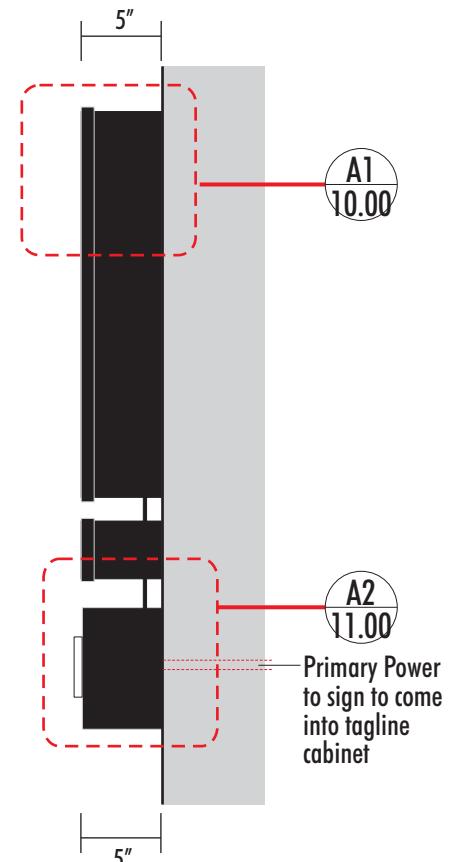
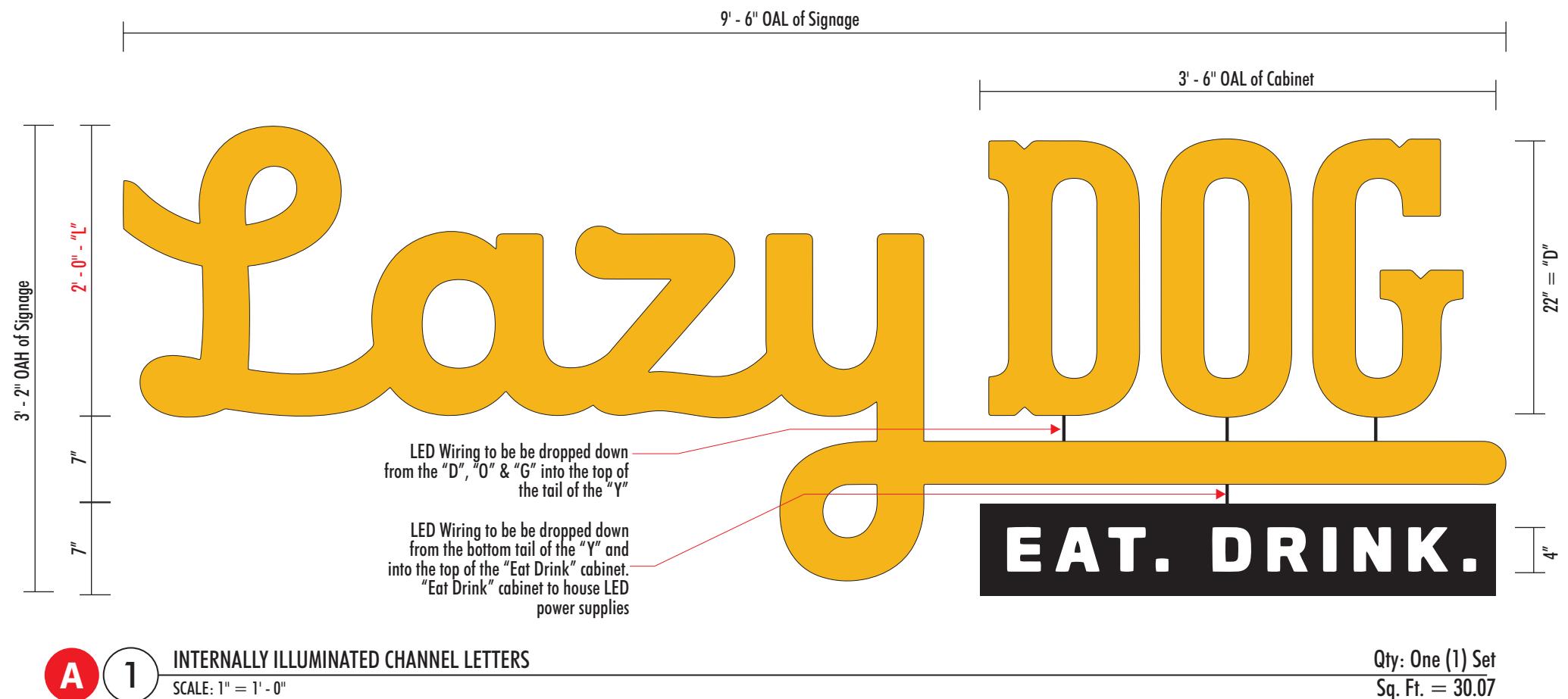
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Drawing No: 23-2153-R04

Date: 04.27.2023

Page No: 6.00

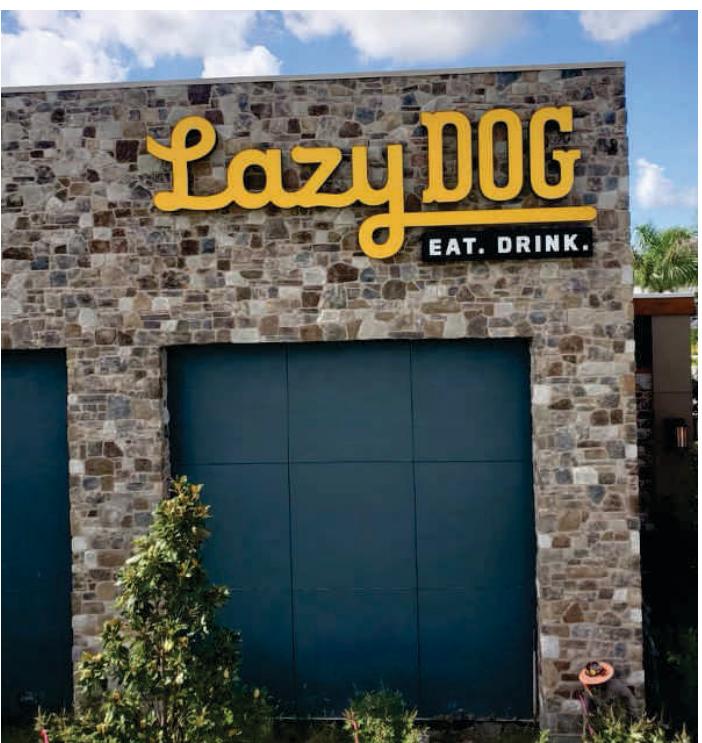
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END VIEW



Face - White (2406) acrylic with 1st surface
3M Golden Yellow (3630-125) vinyl

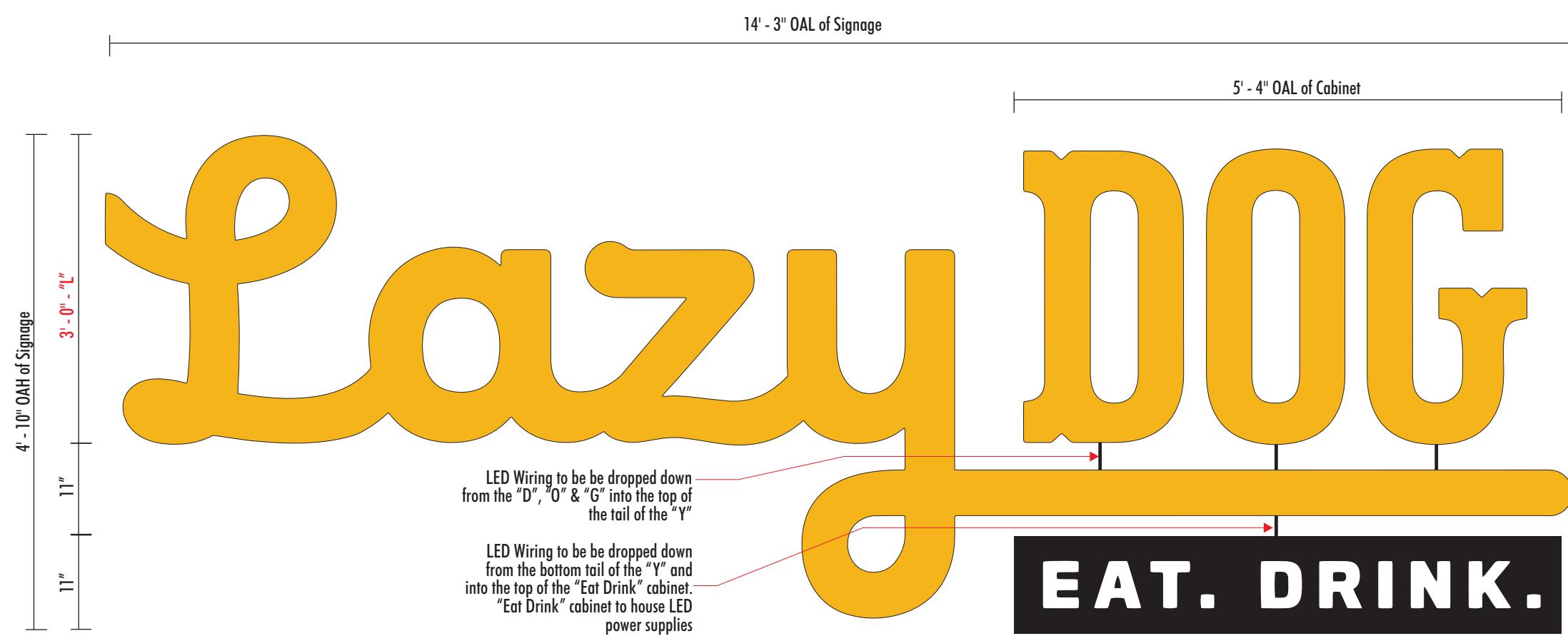


EXAMPLE OF SIGN LAYOUT ON BUILDING (TYP)

NIGHTTIME

Location:
Lazy Dog
992 Willow Road
Northbrook, IL 60062

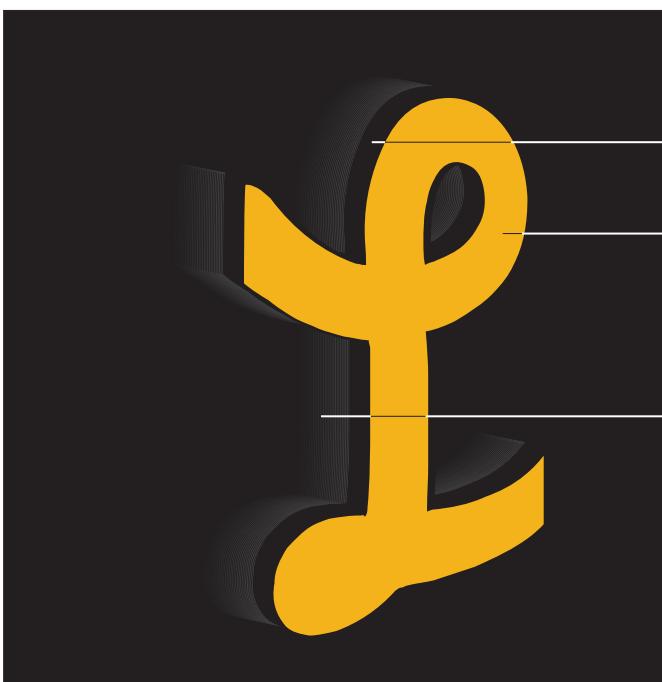
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2) Revised all elevations; Revised "Take Out"
3) Add updated site plan and floor plan from client
4) 06/01/23:AM:Revised south and west elevations; Removed the marquee



B 1 INTERNALLY ILLUMINATED CHANNEL LETTERS
SCALE: $\frac{3}{4}$ " = 1'-0"

Qty: One (1) Set
Sq. Ft. = 68.87

END VIEW



NIGHTTIME



EXAMPLE OF SIGN LAYOUT ON BUILDING (TYP)

- Approved
- Approved as Noted
- Revise & Resubmit

Drawing No: 23-2153-R04

Date: 04.27.2023

Page No: 7.00

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Location:
Lazy Dog
992 Willow Road
Northbrook, IL 60062

Revision:
1) Added Sign F to package
2) Revised all elevations; Revised "Take Out"
3) Add updated site plan and floor plan from client
4) 06/01/23:AM:Revised south and west elevations; Removed the marquee

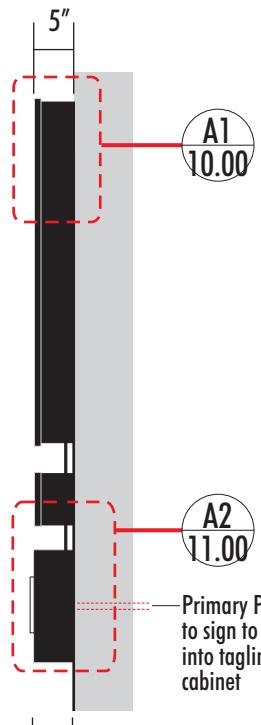
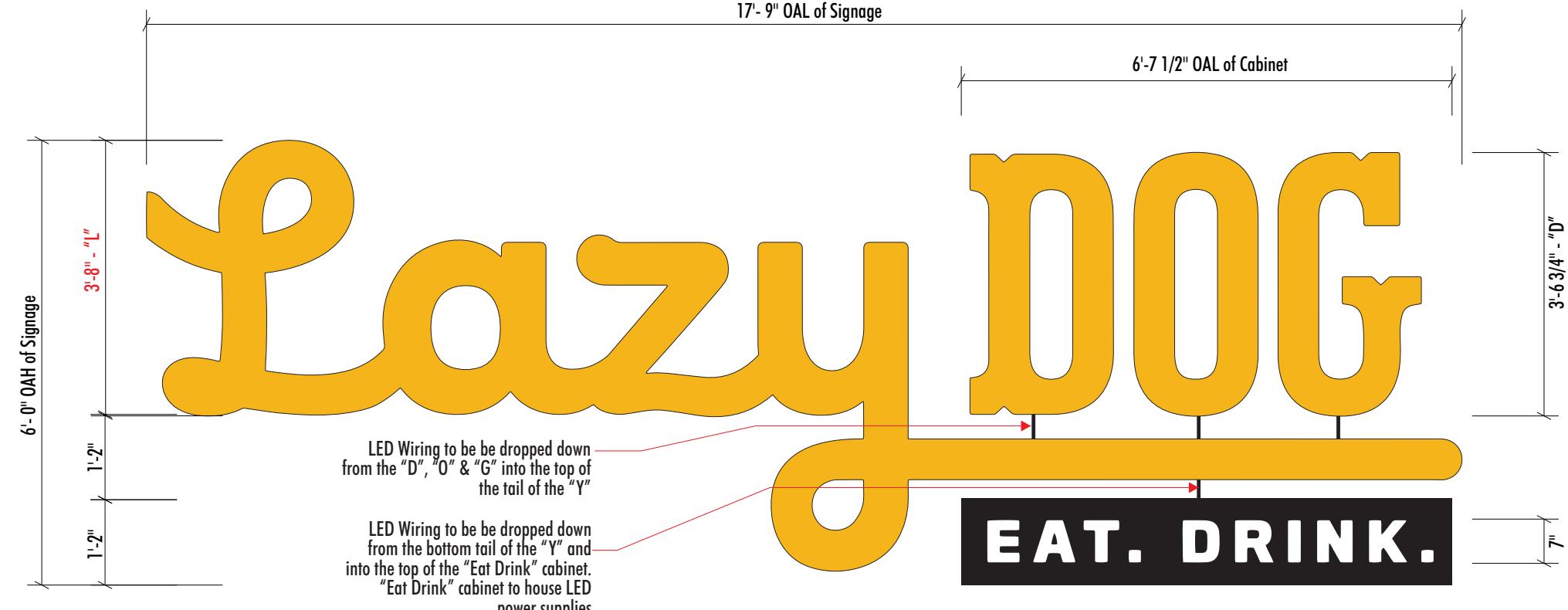
- Approved
- Approved as Noted
- Revise & Resubmit

Drawing No: 23-2153-R04

Date: 04.27.2023

Page No: 8.00

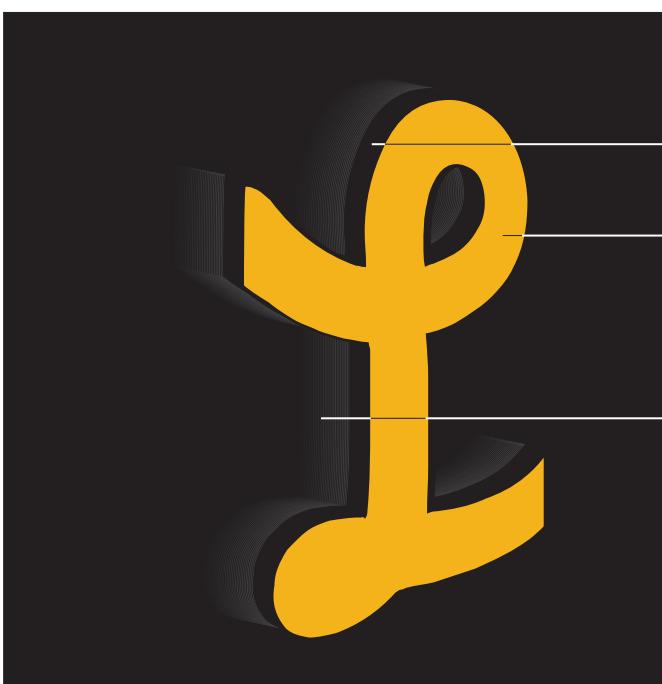
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END VIEW

C 1 INTERNALLY ILLUMINATED CHANNEL LETTERS
SCALE: 1/2" = 1'- 0"

Qty: One (1) Set
Sq. Ft. = 106.50



NIGHTTIME



EXAMPLE OF SIGN LAYOUT ON BUILDING (TYP)

Location:
Lazy Dog
992 Willow Road
Northbrook, IL 60062

Revision:
1) Added Sign F to package
2) Revised all elevations; Revised "Take Out"
3) Add updated site plan and floor plan from client
4) 06/01/23:AM:Revised south and west elevations; Removed the marquee

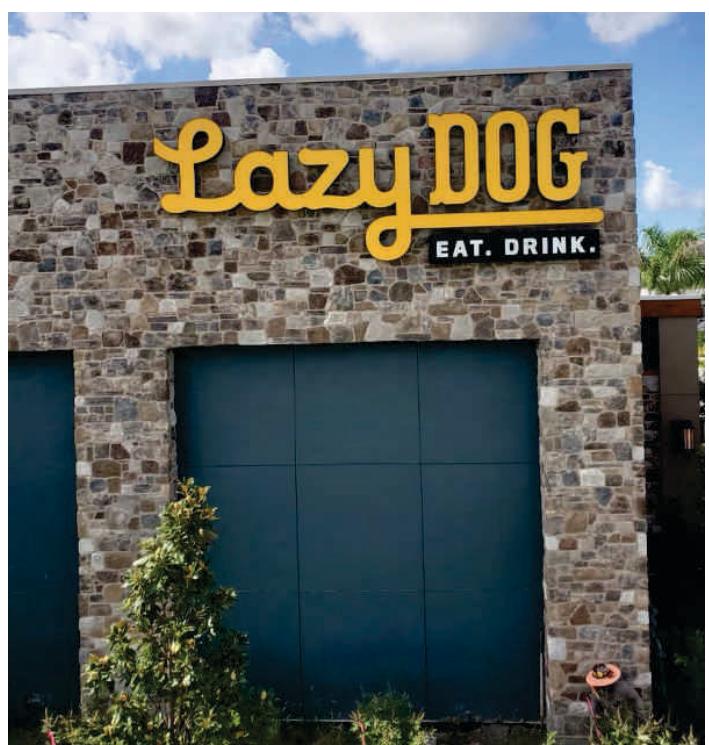
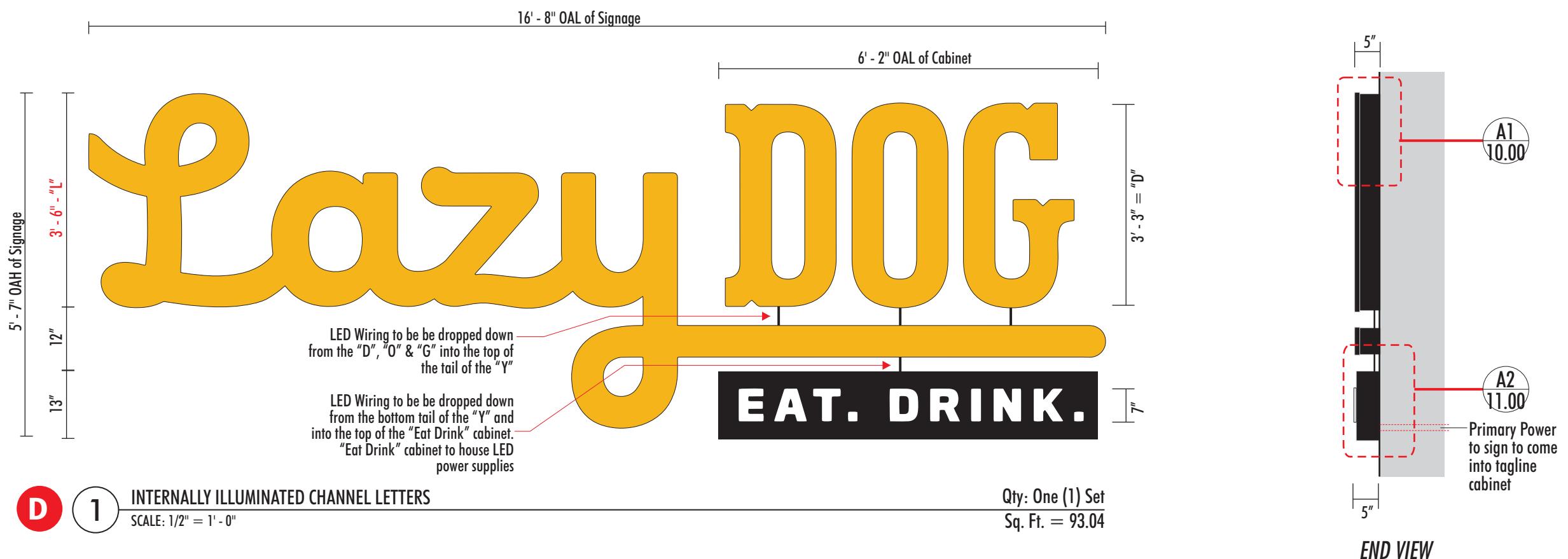
- Approved
- Approved as Noted
- Revise & Resubmit

Drawing No: 23-2153-R04

Date: 04.27.2023

Page No: 9.00

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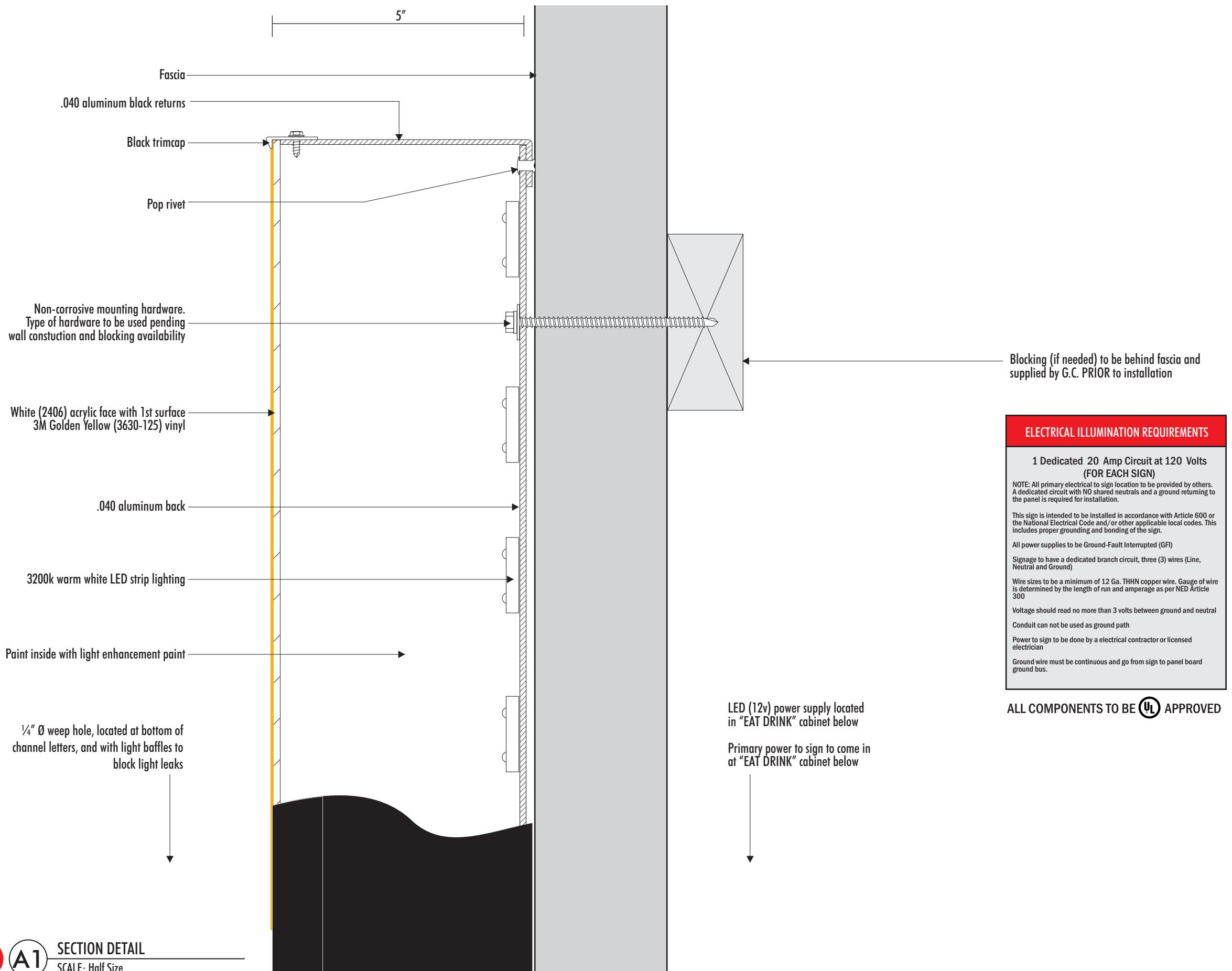


Location:

Lazy Dog
992 Willow Road
Northbrook, IL 60062

Revision:

- 1) Added Sign F to package
- 2) Revised all elevations; Revised "Take Out"
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Drawing No: 23-2153-R04

Date: 04.27.2023

Page No: 10.00

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A B C D **A1**

SECTION DETAIL

SCALE: Half Size

Location:
Lazy Dog
992 Willow Road
Northbrook, IL 60062

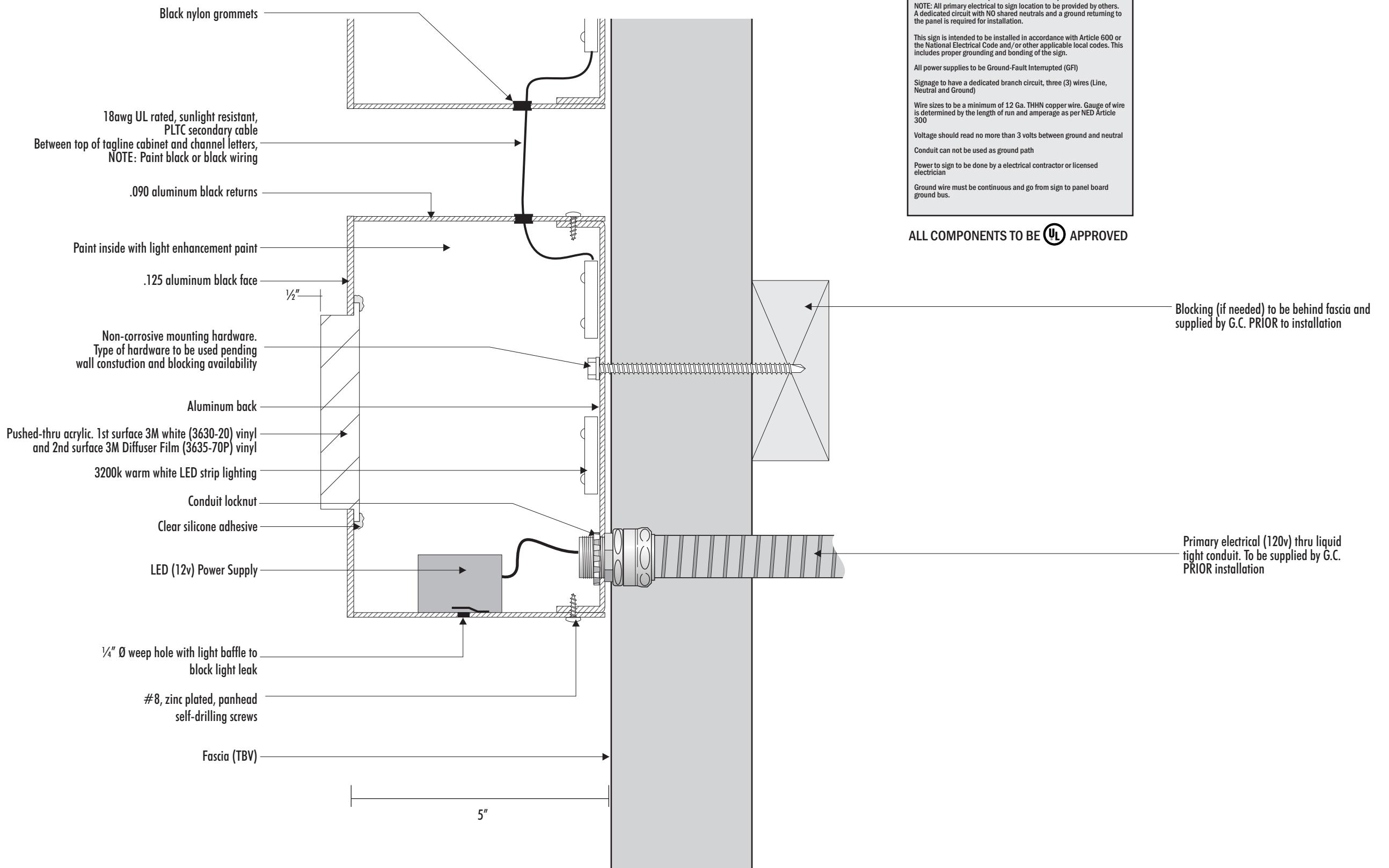
Revision:
1) Added Sign F to package
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Drawing No: 23-2153-R04

Date: 04.27.2023

Page No: 11.00

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MEMORANDUM

To: Village Manager Cara Pavlicek
From: Deputy Village Manager Madeline Farrell
Cc: Village Board of Trustees
Date: 2023-10-10
Subject: 2023 Northbrook Grand Prix Debrief and Consideration of a 2024 Event

Overview/Synopsis.

A review of the 2023 Northbrook Grand Prix event logistics and consideration of the approval documents for a 2024 event. Approval documents include a formal race agreement between Prairie State Cycling Series and the Village, and a memorandum of understanding between the Village and the Local Organizing Committee.

Fiscal Impact.

For the 2023 event, the Northbrook Police Department scheduled 23 officers for a total of \$16,854. The Fire Department scheduled two firefighter/paramedics to staff the event at a total cost of \$1,451. The Public Works Department did not have any significant capital expenses for this year's race and day-of labor costs totaled \$17,102. In total, the Village spent \$35,407 to staff the 2023 Northbrook Grand Prix. Additional expenses included the race agreement (\$10,000), cowbells (\$956), food for employees working the event (\$1,232), publicity slot in the Northbrook Nine (\$700) and printing the resident notices (\$645) for a total of \$13,533.

The Local Organizing Committee (LOC) reported total revenue of \$13,948. After expenses incurred by the LOC including but not limited to porta-potties, cash prizes for racers, and branded race boards, the LOC issued a \$7,678 check to the Village. The LOC requested to leave a small balance (\$500 or less) to work with should the 2024 event be approved. If the 2024 event is not approved, the LOC will issue a second check to the Village for the remaining balance in the LOC's account.

It is anticipated that a 2024 event would incur similar expenditures and a slightly higher race agreement cost (\$11,000).

Recommendation.

If the Village Board is interested in continuing the Northbrook Grand Prix in 2024, staff recommends approval of the attached resolution to provide as much time as possible for the Local Organizing Committee to secure sponsorships and begin event communications.

Background.

On Thursday July 27, the Northbrook Grand Prix, part of the Intelligentsia Cup bike race, returned to Northbrook's downtown Central Business District for a full day of bike racing starting at 11:00am and ending at 8:15pm. The Grand Prix consisted of several races for both

novices and professionals of the sport including a family fun ride and an Expo Area. To ensure the safety of racers, spectators, and staff, the 1.2KM race course necessitated the closure of Shermer Road and Walters Avenue, Walters west of Church Street, and Church Street between Shermer Road and Walters Avenue on July 27. Once again, the Grand Prix overlapped with the setup of Northbrook Days, but after incorporating lessons learned from the 2022 race the event was less of a burden on Village staff.

At the request of Prairie State Cycling and the Local Organizing Committee, the Village Board agreed to hold the 2023 race agreement and work with a volunteer group of Northbrook residents, the Local Organizing Committee (LOC), to plan and execute the event's activities and logistics for the 2023 Grand Prix. A non-binding memorandum of understanding (MOU) between the Village and LOC outlined the ways in which the LOC agreed to assist the Village with the organization, promotion, and management of the event. This MOU outlined the following commitments for the LOC:

- Reimbursement to the Village for the sponsorship fee
- Recruitment and management of an adequate number of volunteers to act as course marshals at the event
- Adequately train volunteers for role responsibilities
- Provide adequate toilet and hand washing stations for the event
- Plan and provide entertainment and family activities at the event
- Plan and provide an Expo Area with a minimum of ten vendors
- Host a public meeting roughly one month prior to the event
- Prepare, produce, and send notice to impacted residents and businesses at least three times prior to the event (January, June, and week of event)
- Communicate with impacted properties early and often to address concerns about logistics - i.e. St. Norbert's Mass and Daycare
- Engage the North Shore Convention & Visitors Bureau and Northbrook Chamber of Commerce early on to improve event publicity to local and regional audiences and to better track economic benefits of the event
- Conduct a day-of survey amongst spectators and riders
- Submit a post event write-up to the Village within thirty days of the Event, highlighting pros, cons, areas for improvement, survey results, feedback, and costs

The LOC provided a post-event evaluation (attached) identifying pros, cons, areas for improvement, survey results, feedback, and costs.

As with the 2022 event, staff again noted positively that Prairie State Cycling staff were able to efficiently and effectively set up, maintain, and disassemble the stage, race barriers, and tents in an efficient and professional manner. Additionally, staff noted that the LOC members were enthusiastic, communicative, and available to Village staff throughout the event planning process. There were no significant issues identified on the day of the event. In addition, the LOC successfully implemented the requested improvements for the way the event was publicized, communication with the Village, and the enhancement of volunteer involvement. The LOC was unable to secure a title sponsor and opted not to provide entertainment activities during the event.

The LOC has requested to proceed with a similar arrangement and a slightly modified group of volunteers for the 2024 Northbrook Grand Prix, which would be held on Thursday, July 25, 2024. Staff has prepared the necessary actions to approve the 2024 Northbrook Grand Prix

should the Board take action at the October 10, 2023 Board Meeting. These actions include 1) a formal race agreement between Prairie State Cycling Series (Promoter) and the Village which sets forth the obligations and responsibilities of the Village and the Promoter with respect to the competitive cycling event and 2) a memorandum of understanding between the Village and the LOC outlining the ways in which the LOC has agreed to assist the Village with the organization, promotion, and management of the event.

[A Resolution Approving an Agreement with PSC and MOU with LOC for 2024 Northbrook Grand Prix.docx](#)

[Exhibit A - 2024 Race Agreement.pdf](#)

[Exhibit B - 2024 Memorandum of Understanding with Local Organizing Committe.docx](#)

[2023 LOC Post-Event Evaluation](#)

[2023 MOU Commitments](#)

Resolution 2023-_____

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

A Resolution Approving an Agreement with Prairie State Cycling Series, LLC and Memorandum of Understanding with Local Organizing Committee for 2024 Northbrook Grand Prix

is hereby adopted, as follows:

Section 1. Recitals.

Prairie State Cycling Series, LLC (“**Promoter**”) is engaged in the business of organizing and staging competitive cycling events to promote cycling and a healthy lifestyle and is organizing a bicycle racing series in 2024 called the Intelligentsia Cup.

The Village desires to enter into an Agreement with Promoter to conduct a competitive cycling event involving the participation of racers, community volunteers and businesses in the Village during the Summer of 2024 (“**Agreement**”).

The Agreement sets forth the obligations and responsibilities of the Village with respect to the competitive cycling event to be held in the Village on July 25, 2024 (“**Northbrook Grand Prix**”). The Village further desires to assign and delegate certain of its obligations and responsibilities with respect to the Northbrook Grand Prix to the Local Organizing Committee (“**LOC**”).

The LOC has agreed to assist the Village with the organization, promotion and management of the Northbrook Grand Prix. The Village and the LOC desire to enter into a Memorandum of Understanding (“**MOU**”) to memorialize the terms of their collaboration.

The President and the Board of Trustees have considered the Agreement and MOU and determined that it is in the best interests of the Village and the public to enter into the Agreement and MOU.

Section 2. Approval of Agreement.

The Agreement is approved in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the Village Manager and Village Attorney.

Section 3. Approval of MOU.

The MOU is approved in substantially the form attached to this Resolution as **Exhibit B**, and in a final form to be approved by the Village Manager and Village Attorney.

Section 4. Authorization to Execute Agreement.

The Village Manager and the Village Clerk are hereby authorized and directed to execute and seal, on behalf of the Village, the Agreement only after receipt by the Village Clerk of at least two original copies of the Agreement executed by the Promoter; provided, however, that if such executed copies of the Agreement are not received by the Village Clerk within 60 days after the date of adoption of this Resolution, then this authority to execute and seal shall, at the option of the President and Board of Trustees, be null and void.

Section 5. Authorization to Execute MOU.

The Village Manager and the Village Clerk are hereby authorized and directed to execute and seal, on behalf of the Village, the MOU only after receipt by the Village Clerk of at least two original copies of the MOU executed by the LOC; provided, however, that if such executed copies of the MOU are not received by the Village Clerk within 60 days after the date of adoption of this Resolution, then this authority to execute and seal shall, at the option of the President and Board of Trustees, be null and void.

ATTEST:

Village President

Village Clerk

CYCLING RACE AGREEMENT **Northbrook 2024**

This Cycling Race Agreement (the “Agreement”) is entered into as of October __, 2023 by and between Prairie State Cycling Series LLC, a Wisconsin Limited Liability Company (“Promoter”), and the Village of Northbrook, Illinois (“Village”) (Promoter and Village are collectively referred to in this Agreement as the “Parties”). The Village will maintain a second agreement (“Memorandum of Understanding” or “MOU”) with the Local Organizing Committee (“LOC”) made up of local Northbrook residents relating to the designation and assignment of the Village’s responsibilities and obligations set forth in this Agreement.

Whereas, Promoter is engaged in the business of organizing and staging competitive cycling events to promote cycling and a healthy lifestyle; and

Whereas, Promoter is organizing a bicycle racing series in 2024 called the “Intelligentsia Cup” (or another name to be determined by Promoter) (the “Series”); and

Whereas, Village desires to enter into this Agreement to provide the community of Northbrook, Illinois with a competitive cycling event involving the participation of racers, community volunteers and businesses; and

Whereas, the Parties desire to identify in this Agreement the duties and responsibilities of Promoter and Village for the competitive cycling event set forth below (the “Races”);

Now, therefore, for the consideration set forth in this Agreement, which the Parties agree is sufficient, the Parties agree to organize and stage the Races as follows:

AGREEMENT

- 1. Name, date and location of Races.** The Parties agree that the Races contemplated in this Agreement shall be named the Northbrook Grand Prix or other name mutually acceptable to the Parties. The Races shall take place, rain or shine, on July 25, 2024 (“Race Day”) in Northbrook, Illinois. Village recognizes that the Races are part of the Series organized by Promoter. Village further recognizes that Promoter has secured sponsors (“Series Sponsors”) to support the entire Series, and that such Series Sponsors may appear in marketing materials and Race Day signage for the Races. Promoter recognizes that Village may be securing sponsors

for the Races (“Race Sponsors”) to support the Races, and that such Race Sponsors may appear in marketing materials and Race Day signage for the Races. The Parties shall work together to coordinate the collective marketing presence of the Series Sponsors and the Race Sponsors in marketing materials and Race Day signage for the Races, provided that Race Sponsors shall not conflict with Series Sponsors without Promoter’s express permission, such permission not to be unreasonably withheld.

2. **Schedule for Races.** The Parties shall promptly agree upon the schedule for the Races, which is subject to modification upon mutual agreement. Promoter retains the right to alter the time or distance of any race on Race Day to allow race officials to maintain the schedule.
3. **Primes and Sponsorship Fee.** (a) In addition to the Sponsorship Fee provided in Section 3(b) hereof, on or before Race Day Village agrees to pay or provide to Promoter race prizes known as “primes” in the amount of at least \$1,000.00 and such amount shall be in cash and in \$50 denominations. Such primes shall be distributed by Promoter to riders during the Races.

(b) Village agrees to pay Promoter a sponsorship fee of \$11,000.00 (the “Sponsorship Fee”) for Promoter to organize and stage the Races and to perform the services that Promoter has agreed to perform under this Agreement. The Sponsorship Fee shall be paid by Village in three (3) equal payments of \$3,666.66 as follows: the first payment is due on March 1, 2024; the second payment is due on May 1, 2024; the third payment is due on Race Day. Payments of the Sponsorship Fee shall be made in the form of a check made payable to “Prairie State Cycling Series, LLC” or by ACH payment to Promoter’s bank account. In the event that the Races do not occur due to the breach by Promoter of any of its covenants or failure to satisfy any of its obligations contained herein, Promoter shall return any funds received from Village under this Section 3 (without interest).
4. **Duties of Promoter.** Promoter shall provide services necessary to stage a well-organized competitive cycling event for the Village and the local community. Promoter shall provide and pay for the following services to organize and stage the Races:
 - A. Obtain and pay for all customary USA Cycling permits and bicycle racing insurance to hold the Races;
 - B. Organize one (1) training session (optional at Village’s discretion with timing and length of session at Village’s choice and mutually

agreeable to Promoter) for Village and volunteers for the organization and safe staging of the Races;

- C. Online and Race Day registration services, including staffing for registration service, and race numbers for racers;
- D. A start/finish area with set-up and tear down, including an overhead series banner (optional Village banner can be hung below this), an awards stage, and a professional timing and scoring system;
- E. A race announcer, sound system, and race officials;
- F. Cycling specific regional and national media advertising;
- G. Prize money to racers;
- H. Coordination and distribution of prime prizes to racers;
- I. A professional bicycle race photographer who will provide Race Day photos to Village after the event;
- J. Optional expo area appropriate for maximum crowd exposure agreeable to both Parties, provided that no expo vendor (other than a Series Sponsor) shall offer products or services competitive with any Race Sponsor without Village's express permission, such permission not to be unreasonably withheld. A list of the vendors in the expo shall be provided by Promoter to Village 15 days prior to Race Day.
- K. Creation and maintenance of a website for the Series that contains a link to the Races, and if requested by Village or LOC, links to Race Sponsors and local supporters of the Races;
- L. First aid coverage for the Races (unless Village elects to provide first aid coverage that is satisfactory to Promoter);
- M. Placement of barricades in the start/finish area, along with placement of safety fencing and safety padding on the remainder of the course for the Races as determined by Promoter in its discretion;
- N. Creation and submission of results to racers and USA Cycling along with posting on the Series website;

- O. Reimburse Village for up to three (3) standard “porta potty” toilet facilities for use by racers, officials and staff;
- P. Provide twenty-five (25) tee-shirts for volunteers. The tee-shirts will have Series Sponsor logos printed on the front of the shirts. Additional tee-shirts may be purchased by Village or LOC at cost.

5. Duties of Village. Village recognizes that the success of the Races requires Village to participate in the organization and staging of the Races. Village shall provide the following services at its expense to organize and stage the Races:

- A. Recruit and manage an adequate number of volunteers to act as course marshals at the Races with basic training guidance to Village provided by Promoter, if requested by Village;
- B. Secure the closure of the Course on Race Day, including all local permits and police services where required;
- C. Secure a comprehensive general liability insurance policy as stated in Section 9 of this Agreement;
- D. Develop working relationships with local media to promote the Races and use reasonable efforts to obtain local media coverage of the Races;
- E. Plan and provide, at Village’s discretion, entertainment and family activities at the Races;
- F. Assist in coordination between on-site first aid services provided by Promoter and local public EMT services (if any);
- G. Provide adequate “porta potty” toilet and hand wash facilities along with trash receptacles for spectators and volunteers, in addition to such facilities provided by Promoter as provided herein. Promoter and Village shall consult as to the number and placement of such facilities that are necessary for the venue;
- H. Plan and provide an area for the expo area allowing for sufficient crowd exposure and large enough to accommodate a minimum of ten (10) vendor tents (10'x10' each). Promoter shall be entitled to use up to five (5) expo tent spaces without charge for Series Sponsors or other expo vendors.

- I. In any marketing materials created by Village for the Races such as signage, website, Facebook and other social media, posters, flyers, tee-shirts and the like, prominently display the Series logo on such materials and wherever possible create an active electronic link to the website of the Series. Village is encouraged to use social media to promote the Races.

6. Course Approval, Permit, and Road Surface Repairs.

- A. The Parties agree that the Races shall be held on the racecourse (the “Course”) illustrated in Exhibit A attached hereto. In the event that Promoter or Village requests a change to the Course, the Parties shall discuss in good faith the proposed change. The Parties agree that Promoter has the right to refuse to make any change in the Course if Promoter concludes that the proposed change would have an impact on the safe conduct of the Races. Any change in the Course is subject to the ability of Promoter and/or Village to obtain all required permits.
- B. Village shall be responsible for obtaining and paying for a permit or permits from the appropriate local authority or authorities to conduct the Races on the Course. Promoter agrees to provide, if requested by Village, reasonable assistance to Village during the process of obtaining any necessary permit.
- C. On or before April 1, 2024, Promoter shall inspect the road surface of the Course to determine whether any repairs to the road surface are necessary for the safe conduct of the Races. If necessary, Village shall make any necessary repairs, as agreed by the Parties.

7. Signage in the Start/Finish Area. If requested by Village, Promoter will assist Village in the production of barricade signs for placement in the start/finish area by providing a list of signs for purchase by Village. All signs that Village sells in the start/finish area or elsewhere on the Course shall be installed and removed by Promoter on Race Day and, upon the completion of the Races, deposited at the Course start/finish area for Village to remove as it sees fit. Promoter will install and remove all Series Sponsor signs in the start/finish area or elsewhere on the Course, as well. Additionally, Promoter strongly encourages Village to provide a two-sided “underbanner” with the name and location of the Races for display under the overhead banner at the start-finish line.

8. Organizational Meetings. Village agrees to attend up to two organizational meetings for the Races that may be scheduled by Promoter, at a location and time agreed upon by the Parties.

9. Insurance. Village agrees that it shall obtain a comprehensive general liability insurance policy with a policy limit of at least \$1,000,000 per occurrence. The insurance policy obtained by Village shall include Prairie State Cycling Series LLC, and its members, officers, staff and agents as additional named insureds. Village shall provide Promoter with a certificate showing such insurance coverage by July 15, 2024. Promoter shall obtain a comprehensive general liability insurance policy with a policy limit of at least \$1,000,000 per occurrence, and such policy shall name Village, LOC and other entities reasonably requested by Village as additional insureds. Promoter shall also obtain insurance coverage for the Races as typically provided by USA Cycling, which coverage shall name Village, LOC and other entities reasonably requested by Village as additional insureds. Promoter shall provide Village with certificates showing such coverage by July 15, 2024.

10. Indemnification. To the fullest extent permitted by law, Promoter shall indemnify, defend, and hold harmless Village and its members, directors, officers, parents, subsidiaries and affiliates, and the employees and agents thereof, against and from any and all claims, demands, judgments, costs and liabilities whatsoever which may arise or be alleged to arise out of (a) the breach by Promoter of any obligation under this Agreement and, (b) Promoter's organization, operation, or management of the Races.

Procedure for Indemnification: Village agrees to give Promoter prompt written notice of any event or any written claim by a third party which could give rise to any request for indemnification under this Agreement. If Promoter acknowledges in writing its obligation to indemnify for such claim, Promoter may select counsel to direct the defense of the claim. Village shall cooperate with Promoter in determining the validity of any such claim and in the defense of the claim. Village shall not settle any claim for which it has or will request indemnification under this Agreement without the written consent of Promoter.

11. Broadcast Rights. Any live or recorded audio or video coverage of the Races shall be coordinated jointly between the Promoter and Village. Any revenues generated by such coverage shall be shared between the Promoter and Village in proportion to each Party's actual out-of-pocket investment in such coverage.

12. Entire Agreement. This Agreement contains the entire agreement between the Parties. This Agreement may not be amended except in a writing signed by Promoter and Village.

13. **Choice of Law and Venue.** This Agreement shall be interpreted and enforced under the laws of the State of Illinois, without regard to any choice of law rules. Venue for any action or proceeding arising out of or related to this Agreement shall be the state or federal court, as appropriate, located in the area of the defendant's principal place of business.
14. **Assignments.** Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by either party without the prior written consent of the other party.
15. **Standby Ambulance.** The Parties have discussed and agree that it is appropriate to have a dedicated standby ambulance (or enhanced medical coverage that is equivalent in Promoter's reasonable judgment) stationed in close proximity to the Course during the Races. Village will provide such standby ambulance (or such equivalent medical coverage).
16. **Venue Priority for 2025 Series.** Village shall have priority until November 1, 2024 to participate in the 2025 Series and in the same relative sequence of venues as the 2024 Series, provided that the Parties shall have agreed upon the 2025 Sponsorship Fee and other terms by such date.
17. **Severability.** The provisions of this Agreement are severable if any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to law or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.

[the remainder of this page is intentionally blank]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first above written.

Village of Northbrook

By (print name): _____

Signature: _____

Its: _____

Address: **1225 Cedar Lane**
Northbrook, IL 60062

Prairie State Cycling Series, LLC

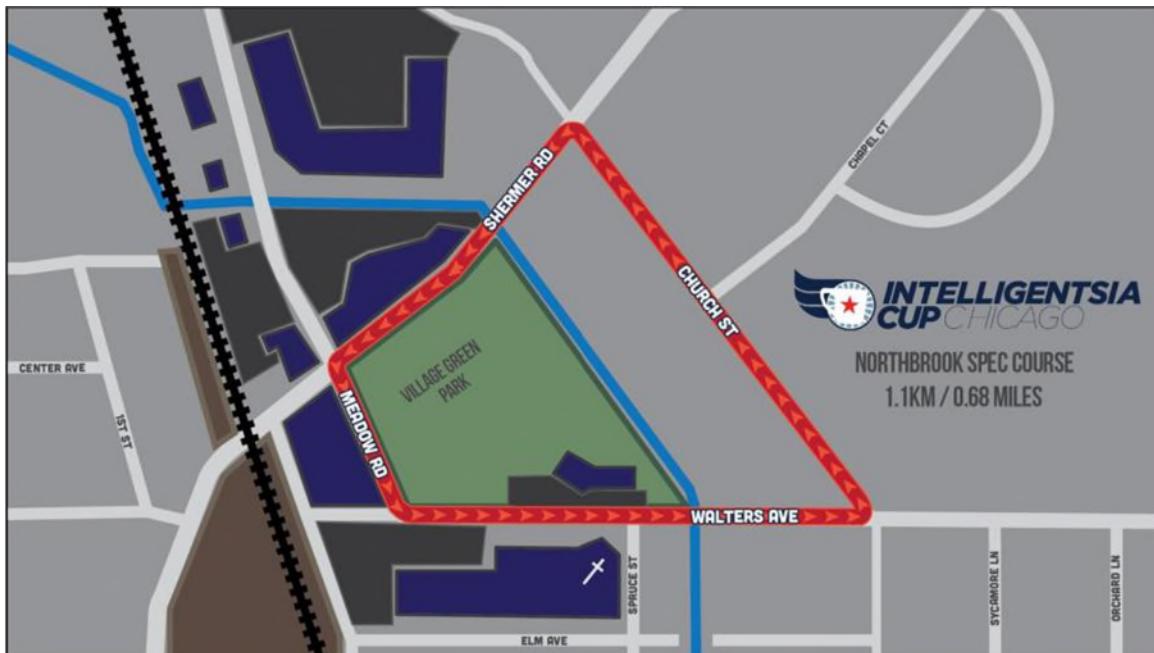
By (print name):

Signature: _____

Its: _____

Address: **Prairie State Cycling Series, LLC**
c/o Marco Colbert, Executive Director
36971 S. Golf Course Dr.
Tucson, AZ 85739

Exhibit A
Illustration of Racecourse



**MEMORANDUM OF UNDERSTANDING
BETWEEN THE VILLAGE OF NORTHBROOK
AND LOCAL ORGANIZING COMMITTEE**

This Memorandum of Understanding (“**MOU**”) is entered into by and between the Village of Northbrook (“**Village**”) and the Local Organizing Committee (“**LOC**”) (collectively, the “**Parties**”). This document affirms the agreement of the signatory parties to fulfill the terms of this MOU. These terms include the achievement of all deliverables and adherence to requirements as noted.

RECITALS

WHEREAS, the Village has entered into an agreement with Prairie State Cycling Series, LLC (“**Promoter**”) to hold a competitive cycling event in the Village on July 25, 2024 (“**Event**”); and

WHEREAS, the agreement with the Promotor sets forth the obligations and responsibilities of the Village with respect to the Event; and

WHEREAS, the Village desires to assign and delegate certain of its obligations and responsibilities with respect to the Event to the LOC; and

WHEREAS, the LOC is comprised of unpaid Northbrook resident volunteers who are interested in supporting the Event and seeing it return to the Village of Northbrook for the benefit of the community as a whole; and

WHEREAS, the LOC has agreed to assist the Village with the organization, promotion and management of the Event; and

WHEREAS, both the LOC and the Village desire to memorialize the terms of their collaboration.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties hereby agree as follows:

It is understood that:

1. **Recitals**: The recitals set forth above are incorporated herein as though fully set forth.
2. **Reimbursement to the Village**: The LOC will use its best efforts to reimburse the Village for the sponsorship fee of \$11,000.00 paid to the Promoter to organize and stage the Event and to perform the services that the Promoter has agreed to perform (“**Sponsorship Fee**”). The Sponsorship Fee shall be paid by the LOC in three equal payments of \$3,666.67 as follows: the first payment is due on March 1, 2024; the second payment is due on May 1, 2024; the third payment is due on the day of the Event, July 25, 2024 (“**Race Day**”).

In addition to the Sponsorship Fee, on or before Race Day, the LOC will use its best efforts to reimburse the Village for the race prizes known as “primes” in the amount of at least \$1,000.00 and the cost of providing onsite paramedic support in an amount not to exceed \$2,500.00.

3. **Volunteers**: The LOC will use its best efforts to recruit and manage an adequate number of volunteers to act as course marshals at the Event with basic training guidance to the LOC provided by the Promoter and the Village. All volunteer positions shall be filled at least 48 hours prior to the Event. Positions and position counts must be verified by the Village. In the Village’s discretion, the Village will designate volunteer “roaming ambassadors” to manage interaction with spectators unrelated to public safety. The names and contact information for all volunteers must be provided to the Village prior to the start of the

Event. The LOC will coordinate with the Village to provide training for Event volunteers regarding traffic/pedestrian control.

4. **Toilet and Other Facilities:** The LOC must provide adequate “porta potty” toilet and hand wash facilities along with trash receptacles for spectators and volunteers. The Promoter and the Village shall consult as to the number and placement of such facilities that are necessary for the venue. The Promoter will reimburse the LOC for up to three standard “porta potty” toilet facilities for use by racers, officials and staff.
5. **Barricade Signs:** If requested by the LOC, the Promoter will assist the LOC in the production of barricade signs for placement in the start/finish area by providing a list of signs for purchase by the LOC. All signs that the LOC sells in the start/finish area or elsewhere on the course shall be installed and removed by the Promoter on Race Day and, upon the completion of the races, deposited at the course start/finish area for the LOC to remove as it sees fit. The Promoter will install and remove all series sponsor signs in the start/finish area or elsewhere on the course, as well. Additionally, the Promoter strongly encourages the LOC to provide a two-sided “underbanner” with the name and location of the races for display under the overhead banner at the start-finish line. The LOC must also include the Village as a sponsor on all signs wherever other sponsors are listed or highlighted.
6. The LOC has the following additional responsibilities with respect to the Event:
 - a. The LOC will plan and provide, at the Village’s discretion, entertainment and family activities at the Event to increase spectators throughout the day including, but not limited to, “party kits” for impacted residents, organizations, and businesses or custom Northbrook Grand Prix cowbells.
 - b. The LOC will plan and provide an area for the expo area allowing for sufficient crowd exposure and large enough to accommodate a minimum of 10 vendor tents (10’ x 10’ each).
 - c. If alcohol is served at the Event, additional security, paid for by the LOC, will be required.
 - d. The LOC will prepare, produce and send notice to impacted residents, organizations, and businesses at least three times prior to the event (January, June, and week of Event)
 - e. The LOC will communicate with impacted properties early and often to address concerns about logistics – i.e. contact parents in the daycare to address drop-off/pickup, contact St. Norbert’s to address any scheduled masses or events.
 - f. The LOC will identify a point person for the following categories: community outreach, marketing, public safety, volunteers, and fundraising. The LOC will provide the Village with the contact information (name, email, phone number) for each point person.
 - g. At least one member of the LOC must be available in-person at all times throughout the Event.
 - h. The LOC will engage the North Shore Convention & Visitors Bureau and Northbrook Chamber of Commerce early on to improve event publicity to local and regional audiences and to better track economic benefit of the Event.
 - i. The LOC will conduct a day-of survey amongst spectators and riders.
 - j. The LOC will submit a post event write-up to the Village within 30 days of the Event, highlighting pros, cons, areas for improvement, survey results, feedback, and costs. A member of the LOC will also, at the request of the Village, attend a debrief meeting.
7. **Term:** The term of this MOU shall commence upon full execution of this MOU, and continue in full force and effect until the completion of the Event.
8. **Points of Contract:** The individual points of contact regarding this MOU shall be:

Village of Northbrook
Madeline Farrell, Deputy Village Manager
1225 Cedar Lane
Northbrook, IL 60062

Local Organizing Committee

9. Governing Laws: This MOU will be governed by and construed in accordance with the laws of the State of Illinois, without regard to the principles of conflicts of law thereof.
10. No Third Party Beneficiaries: The terms and provisions of this MOU shall be binding upon and inure to the benefit of, and be enforceable by, the respective successors and permitted assigns of the Parties hereto. This MOU shall not run to the benefit of, or be enforceable by, any person or entity other than a Party to this MOU and its successors and permitted assigns. This MOU should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right. Nothing contained in this MOU, nor any act of a Party, shall be deemed or construed by any of the Parties hereto or by third persons, to create a relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving a Party,
11. Counterparts This MOU may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single, integrated instrument.
12. Entire Agreement; Modification: This MOU constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreements, negotiations and discussions. This MOU may not be modified or amended in any manner without the prior written consent of the Parties hereto. No term of this MOU may be waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the Party benefited by such term.
13. Severability If any term of this MOU or any application thereof is held invalid or unenforceable, the remainder of this MOU shall be construed as if such invalid part were never included herein, and this MOU shall be and remain valid and enforceable to the fullest extent permitted by law.
14. Non-Exclusivity: This MOU is not exclusive, and either party is free to enter into similar agreements with any third-party, unless otherwise stated in this MOU.
15. Enforcement: This MOU is not a contract and cannot and will not be enforced in a court of law.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IT IS SO AGREED:

Local Organizing Committee:

Date

Village of Northbrook:

Date

**POST-EVALUATION REPORT
of
The Northbrook Grand Prix Bike Race
July 27th 2023**



**Submitted by
The Local Organizing Committee (LOC)
August 30th 2023**

Rob Paetsch, LOC Chairman
Chris Mailing, Sponsorship Coordinator
Bill Davis, Marketing Coordinator
Jim O'Connell, Financial Coordinator
Tomas Cintado, Community Outreach Coordinator
Tom Tebbe, Public Safety Coordinator
Kathy Hofschild, Volunteer Coordinator

The *Northbrook Grand Prix* made its debut in July 2022. Now in its second year, the Village Board along with a group of volunteer community members, teamed up to lead Northbrook as host town in the Intelligentsia Cup Chicago. We, the Local Organizing Committee (LOC), believe that our local race, the *Northbrook Grand Prix (NBGP)*, is a means to promote the Village of Northbrook through the awe and thrill of bike racing in our community. It works to provide a positive experience for village residents and spectators that, in turn, support the local businesses. Mostly, the Northbrook Grand Prix is a prime example of the joy found in cycling – as an outdoor activity and recreational endeavor that encourages a healthy lifestyle.

The 2023 Northbrook Grand Prix began when a group of us, the Local Organizing Committee, continued the previous work of a small few. We are a team of seven volunteer Northbrook residents, each serving in a specific area of race event coordination. We found that dividing up the workload, along with utilizing our specific skills and expertise, proved to be a solid and productive plan as we met about every two weeks for a number of months prior to race day. This report gives insight into what worked well, what challenges we met, areas and ideas for improvement, public survey results, operational costs along with possibilities for 2024. In addition, we share “Race Day Celebrations!” – unexpected positive occurrences on or near July 27th 2023.

With any outdoor event, Mother Nature and the overall forecast often play a prominent role in the number of spectators that attend. This summer, race day was sunny and hot with high humidity. Temperatures reached to near 90 degrees for most of the day and early evening. Thus, we believe weather to be a real factor behind lower attendance numbers than we had hoped for – both as spectators (# unknown) and participants in the Family Fun Ride (56 registrants).

That said, it was a sheer delight for us to see the newspaper article from the Northbrook Herald dated August 3, 2023 with the quote by Sam Reiss, Management Analysis for the Office of Village Manager, “The event went perfectly.” [See separate attachment].

WHAT WENT WELL:

- LOC partnership with and financial support from the Northbrook Village Board.
- An enthusiastic energy and friendly working style from the Village Manager’s staff.
- Marketing and advertising support was significantly increased from the Village, the Chicago North Shore Convention and Visitors’ Bureau, and @Communications. See Appendix 1 for detail.
- Our relationship with the Northbrook Chamber of Commerce and Industry provided valuable connections with many others and their organizations. With the support of the NCC&I, we sold \$13,358 in sponsorships, narrowly ahead of last year’s total. Most of these sponsors can be expected to return for 2024. See Appendix 2 for detail.
- Promoting the event to the community via multiple avenues, with much greater awareness, participation by residents along the race course, and cooperation with downtown businesses.

- Door-to-door interactions in the community were positive; those people personally encountered were very excited about the race.
- Early meetings with Police and Fire Departments to gather their feedback allowed the LOC to address some of their concerns before race day.
- Bringing a village police official into the virtual volunteer training allowed the Police Department to express their recommendation of “See Something, Say Something.”
- The addition of Crosswalk #3 and #4 on Walters added more accessibility and safety to the race course.
- Adding “Floaters” as a volunteer position.
- Creation and race day distribution of an event program guide to volunteers and spectators.
- Volunteer Training PowerPoint and Virtual session received good attendance and much positive feedback. Addition of the Key Points sheet. Volunteers appreciated all the info.
- Introduction of an expo area with featured sponsors.

WHAT WAS A CHALLENGE:

- Feeling initial financial pressures and other requirements of the Memo of Understanding that the LOC entered with the Village.
- Economic uncertainty throughout the first half of 2023 undermined business confidence. We were unable to sell an auto dealer sponsor, an in-kind printing sponsor, or a title sponsor.
- Unable to sell an auto dealer sponsor or an in-kind printing sponsor.
- Getting downtown businesses to commit to and offer promotions on race day.
- Some confusion and surprise by LOC and volunteers regarding on-site safety officials.
- Developing a high-level volunteer training program that offered a virtual meeting with volunteers. Fully understanding the use of walkie-talkies prior to race day.
- Three mailings to area residents and business were a financial and resource strain. The mailing area expanded from 2022.
- A parking symbol was inadvertently placed on the Intelligentsia Cup website map of Meadowbrook School
- Prairie State Cycling suggested some logistical changes day of event which could not be accommodated.

OPPORTUNITIES FOR IMPROVEMENT:

- Start selling sponsorships earlier (Fall 2023), as this is when title sponsorship level commitments are made.
- Optimize the mailing list to ensure contact with the necessary businesses and residents along race course vs committing to reaching contacts not directly impacted.
- Village President attend a press conference announcing the race and address the crowd on race day.
- Provide descriptive “boards” or radar speed monitors that explain the race more – number of laps, time, and how the race is won. These could be staged near Crosswalk

#1, in the first turn. Investigate other ways to communicate race status to both the crowd and volunteers not near the stage.

- Develop a stronger relationship with the Northbrook Park District, which could help promote and support the Family Fun Ride.
- More detail in advance of the safety protection that will be on site throughout Race Day.
- Renaming the Family Fun Ride to a more all-inclusive title, since all riders are welcome.

POSSIBILITIES FOR 2024:

- Network with other Intelligentsia Cup Chicago LOCs and towns. Share our experiences, learn from them, and gain new ideas.
- Partnering with Lake Bluff Criterium and create “Tour of the Northshore” – similar to the “DuPage Triple Crown,” a locale-specific opportunity for racers within the Intelligentsia Cup Chicago to compete for additional prizes.
- Secure the 2024 title sponsorship in Fall of 2023.
- Purchase a NBGP sign for display at the Village Green fountain.
- Design and sell a Northbrook Grand Prix-specific bike jersey and t-shirt, along with more event-specific swag like caps, posters, stickers, cowbells, etc.
- Get the community more involved with lemonade stands, bake sales, and other energizing events to build enthusiasm prior to and throughout race day.
- Provide additional entertainment on race day – cycling demonstrations, live music, etc.

“CELEBRATIONS ON RACE DAY!”

- Neighbors and community members were very excited about and looking forward to the bike races.
- Tremendous support throughout the day by the Village Public Works staff.
- The Village’s tent in the Expo Area provided an enthusiastic presence with cowbells!
- The Expo Area (10 exhibits) provided sponsors an opportunity to engage spectators.
- Good placement of paramedic response team at the Village Green building which allowed the quickest access to the potential site of crashes.
- All volunteers arrived eager, enthused, and confident in their role of service. First-timers said they enjoyed themselves and would volunteer again next year.
- A Church Street resident, living along the race course and a participant in the Family Fun Ride with her family, asked to get involved in 2024. This connection could possibly work towards newfound enthusiasm and ideas from key members of the community. Many other spectators inquired on how to volunteer and/or be a host family.
- A 2nd-year volunteer/community member that attended a late spring 2022 Ped-Bike Commission meeting, raved about this year’s event and applauded the 2023 LOC. He noted our fine planning, thoroughness, and successful follow through in comparison to the 2022 NBGP.
- A video interview (posted on the Intelligentsia Cup Chicago site/Northbrook Photos) with an New York City cycling team said, “One of the best parts [of the NBGP] is the volunteers! They are amazing and so nice; the course marshals are so into it!”

- Volunteers that spoke with race participants heard great reviews on the race course itself – “It’s flat, it’s fast, and we love the technicality of Corner #3.” Some racers noted the shaded streets were very nice, especially on such a hot day. Other courses in the race series are dominated by asphalt and concrete.

From Intelligentsia Cup:

- In Northbrook, 507 licensed racers participated. Over 10 days of racing, 5,475 entries by licensed racers, the most ever for Intelligentsia Cup!
- Racers came from 47 states and provinces, as well as 17 countries.
- A notable percentage of the licensed racers were women (nearly 30%), which is high compared to other USA Cycling-sanctioned events.

In closing, the LOC is grateful to have had the opportunity to bring the Northbrook Grand Prix bike race to our community for a second year. Most importantly, we are appreciative of the partnership and enthusiastic spirit that was developed with the Northbrook Village Board and Village Manager’s team over the course of the past many months. It is in the “True North” light that our community benefits as we together work toward a common goal. The Northbrook Grand Prix is an exhilarating and unique event that proves positive in various ways, and we know that growing pains are part of anything new. It is our hope that with this post-evaluation and further reflection along with brainstorming and working hard together with the Village of Northbrook, the 2024 Grand Prix can shine above its inaugural years.

Chris Mailing deserves recognition for his tireless efforts as sponsorship coordinator. He has informed of his intention to leave the LOC. This will create a significant void that would need to be filled to secure the level of sponsorships that the village desires.

Appendix 1: Marketing, Advertising, and Publicity for the Event

As a means to increase spectatorship at the 2023 Northbrook Grand Prix, multiple channels to educate the public and publicize the event to the community were utilized:

1. Direct Mail

There were multiple direct mail pieces promoting the event to residents and businesses, including:

- Insert with the Village Residential Water Bill
- Articles and mentions in the Village Voice
- Northbrook Nine postcard mailing
- Chicago North Shore Convention and Visitors’ Bureau postcard mailing

2. Website

The Northbrook Grand Prix webpage is located on the Intelligentsia Cup Chicago website. It was updated throughout the year with information like sponsorships and other important detail. Also, the Village featured NBGP-related documents on its website for the community to learn about and plan for the event.

3. Social Media Presence

This year saw a significant increase in social media reach and interactions. The Intelligentsia Cup team reported high visibility of Northbrook Grand Prix through its posts. The LOC enlisted the support of Northbrook-based @Communications to generate a fantastic range of professional communications across Facebook, Instagram and X (formerly Twitter).

A press release was issued on July 14 and was picked up by various media outlets. Articles were written about the Intelligentsia Cup, and the NBGP that were featured in the Daily Herald and the Northbrook Star. See separate attachment with copies of the articles. See separate 2023 Digital Marketing Review for more details on publicity.

4. Personal Community Outreach

The Northbrook Grand Prix team participated in a variety of in-person events to spread the word about the event to both residents and businesses. This included:

- Northbrook Chamber of Commerce and Industry events
- Farmer's Market table on July 19th 2023
- In-Person visits to downtown businesses
- In-Person conversations with staff and members at Techny Prairie Activity Center
- A printed program guide distributed to spectators and volunteers on race day

5. Surveys

Two surveys were performed. A race day survey of random attendees produced 64 responses. A business survey performed a month after the event, received 11 responses. Both survey results are in separate attachments.

Appendix 2: Financial Results

Revenues:

Sponsorships:	\$ 13,358
PSC WM reimbursement	\$ 540
Donation:	\$ 50
Total Revenues:	\$ 13,948

Expenses:

Cash Primes (per Intelligentsia Cup Contract):	\$ 1,000
Banner Boards (recognizing sponsors):	\$ 2,316
WM portable units	\$ 900
Printing & Postage:	\$ 580
Northbrook Chamber (dues and events):	\$ 494
Volunteer T-Shirts:	\$ 280
Total Expenses:	\$ 5,570
Reserve for 2024:	\$ 500
Balance available for Village's Costs:	\$ 7,878

Additional expenses not listed here were accrued and donated by some members of the LOC. As example, in the Area of Volunteer Coordination, clipboards and pens, snacks for volunteers/spectators visiting the tent, Family Fun Ride entry bracelets along with printing costs and recruiting coffees/meals totaled less than \$150. Some of these items can be reused in future GP events.



Attachments to the LOC post-race evaluation report

1. Online Survey from Race Day
2. Downtown Business Follow Up Survey
3. NBGP Digital Marketing Review
4. Daily Herald 8-1-2023 article
5. Northbrook Star 7-28-2023 article

Summary of the online 2023 NB Grand Prix Survey:

<https://forms.gle/ZMEh3Tw9QaHtyC976>

Total Responses: 64

Are you a Northbrook resident?

Yes: 62%

No: 38%

Was this your first time at the NB Grand Prix?

No: 67%

Yes: 33%

How did you learn about the NB Grand Prix?

Word of Mouth: 28%

Village Communications: 26%

Social Media: 24%

Postcard Mailing: 9%

Combination of the above: 13%

Did you shop or dine while in Northbrook at the race?

Yes: 80%

No: 20%

How many bike races did you watch?

1-2: 29%

3-5: 50%

6+: 21%

Would you like Northbrook to continue this event every year?

Yes: 98%

No: 2%

What is your age?

Under 40: 24%

40-64: 66%

65+: 10%

Were any youth under 18 with you?

0 or No Answer: 54%

1: 16%

2+: 30%

Any other comments/feedback for us?

Loved the event, please please continue it!

Please continue bringing this to NB

If mailer or social makes even clearer what time each race is, that may benefit attendance. Also a few more signs around town with Date and time of Pro races would be a plus. General signage excellent. Plus if could arrange a few eateries to have race themed specials or discounts etc would build even more buzz. Thank u.

It is such a fun and exciting event! Maybe have more going on in the Village Green during the races. Activities for kids, food, etc.

Thank you for a great event.

This was a very fun and exciting event and I hope it continues in the future!

Fun day all the neighbors came out to watch. The racers were great also. Very polite and friendly. Please keep having it

Please continue this event, it is so much fun to watch.

More fun things/activities to do while at the event in the village green would be cool.

Loved it

Very fun event.

Some future recommendations.

- Would be nice to have more seating around the start area (I.e bleachers and picnic tables)
- Seems like there's an opportunity to have something inside of village green given the large space. The area around the tents seemed crowded."

Consider making the neighborhood passes reusable from year to year. The can be stored in the glovebox

Great event!

Great event! Would be an awesome neighborhood to have a block party on the back side

More publicity. Nothing on the Village of NB Facebook page except a comment about the parking signs. Maybe get neighboring towns to promote it as well. Deerfield residents would be interested, etc. Also please add info in the publicity about parking. Can we park in the shopping center? Will we get towed, etc. Thanks!

Fun community event, well attended and the crowd enjoyed it. Thanks for keeping it in Nbk

Downtown Business Survey - 2023 NB Grand Prix

11 responses

[Publish analytics](#)

Name of your Business:

11 responses

Baskin robins

How about learning

Leonidas

Carolyn Lorraine Salon

Kamehachi

Athletico

JC Licht

Eataco

Landmark Inn

Graeter's Ice Cream

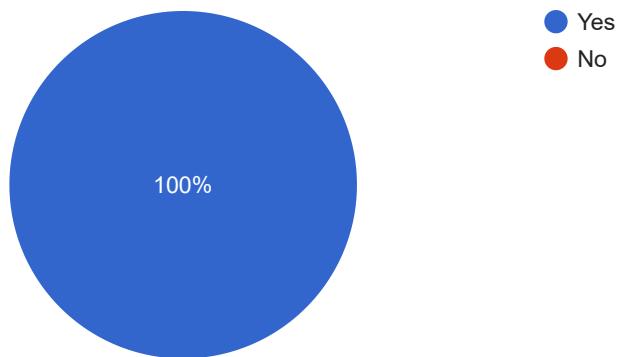
Sherwin-Williams



Did you receive sufficient pre-race planning information?

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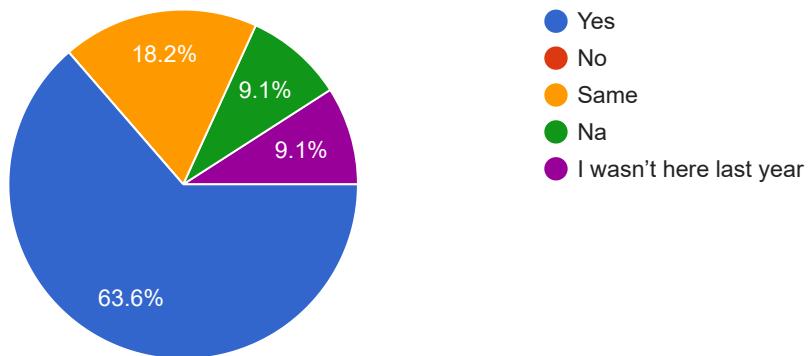
11 responses



Was this year's NB Grand Prix better organized than last year?

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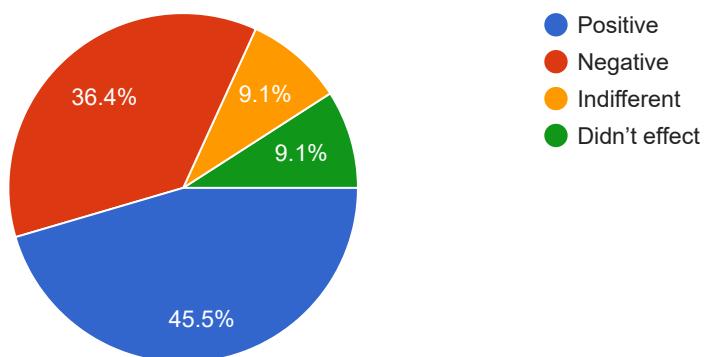
11 responses



How did the event impact your business/revenue?

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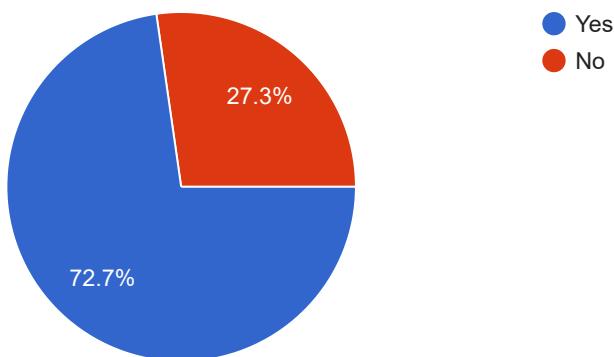
11 responses



Did you watch any of the bike races?

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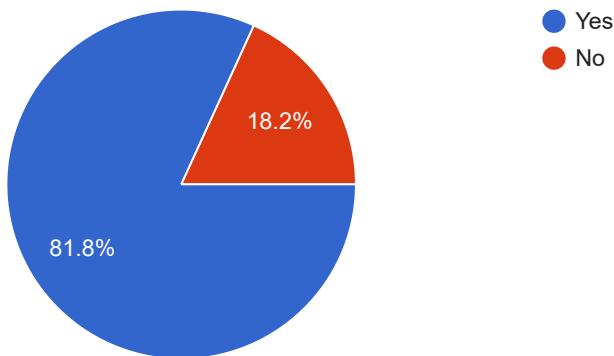
11 responses



Would you like Northbrook to continue this event every year?

 Copy

11 responses



Suggestions? Recommendations? Other comments?

5 responses

Good event we like it

Would still like for front of the store parking to be available for our customers

Would love to see it happen every year. It brings everyone together local residents and outsiders

Na

Unfortunately, for the 2nd year in a row the race street closures negatively affected our business for the day (almost \$2k down from previous year). I have to wonder why the entire downtown area gets closed off for this race, and yet both of the major parades (Memorial Day and 4th of July) were held far away from the downtown area where it is guaranteed to bring many more of the area residents out.





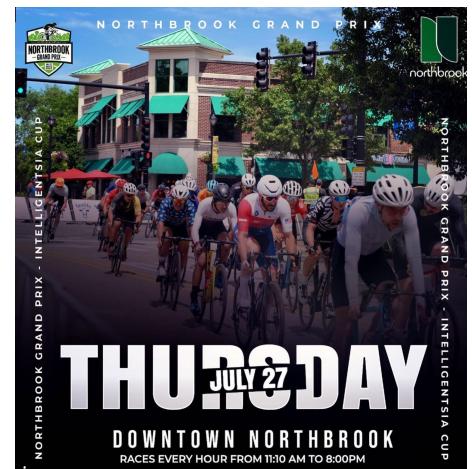
2023 Digital Marketing Review

Months Before the Race

- After 2022's race ended we did not post again until April 19, 2023 (hoping and waiting to announce event's return to Northbrook with big naming news)
- Going forward**, we should post monthly through winter to keep the event in people's minds
- Also, periodically we should post about sponsorship opportunities
- Include social media visibility as part of sponsorship packages**

Weeks Before the Race

- Posted 1X per week hyping up the race
- Going forward**, post sponsors' deals (e.g., "coupon for a free drink with your meal on race day")
- Continue to post sponsorship opportunities up to the deadline



In 90 days prior to (not including) race day:

- Generated 39,330 impressions
- Reached 16,036 unique individuals
- Spent \$150 on social media boosts** targeting families within 5 miles of Village Green Park two weeks before race day
- During this period of time, ads generated 64.9% of our social media visibility



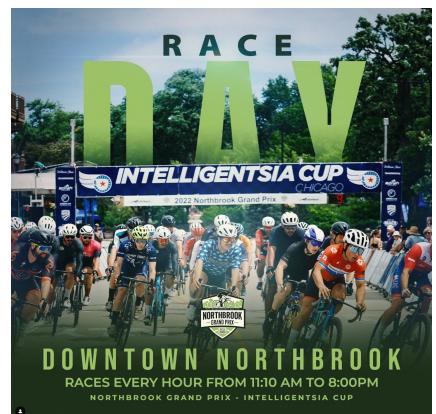
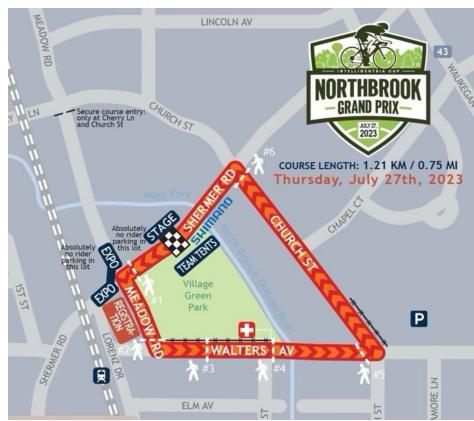
2023 Digital Marketing Review

continued...

Days Before the Race

In 7 days prior to (not including) race day:

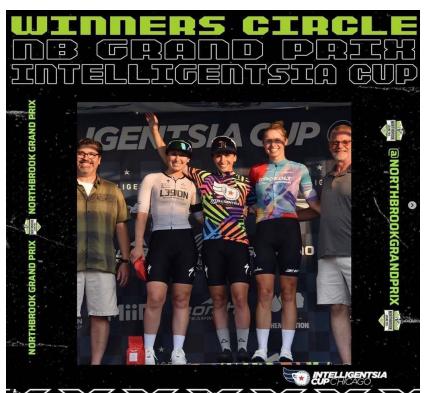
- Spent an additional \$200 on social media boosts targeting families within 5 miles of Village Green Park in the final week leading up to race day
- During this period of time, ads generated 73.6% of our social media visibility
- Generated 31,522 impressions
- Reached 14,142 unique individuals



Day of Race (and subsequent 4 days)

Posted information for racers and spectators, action shots, race results, podium pictures, interviews with winners, human interest stories, etc.:

- Generated 47,956 impressions
- Reached 17,836 unique individuals
- Majority of visibility was organic and viral (racers and teams sharing our content with their own followers, spectators liking and sharing with their friends, etc.)



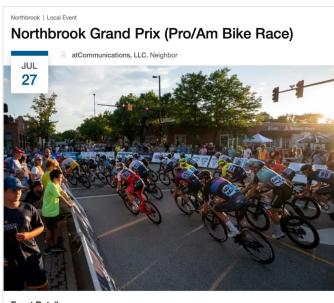


2023 Digital Marketing Review

continued...

Digital Public Relations

- Received generous social media support (liking and sharing our content, and publishing their own posts) from Village of Northbrook, Northbrook Park District, Northbrook Chamber of Commerce, and others
- Published announcements on various North Shore Facebook groups
- Multiple articles and event postings on *Patch.com* (also distributed to *Patch* email subscribers)
- Also published press release on *DailyHerald.com* which translated into print coverage in the *Northbrook Herald*



2024 Recommendations

- Post monthly through winter to keep the event in people's minds
- More posts from October to May promoting sponsorship opportunities to area businesses
- Include social media visibility (refer to nearly 50,000 impressions near Race Day) as part of sponsorship packages
- Increase social media ad spend from \$350 to \$600 (or ideally \$1,000) to allow us to reach more potential spectators in neighboring suburbs in weeks and days leading up to the event

Digital Marketing Team

A team of four interns (guided by atCommunications' Terry Kasdan) planned and executed this year's digital marketing campaign: Ethan Kasdan (Strategist/Univ. of Illinois junior), Nate Kasdan (Graphic Designer/Univ. of Kentucky freshman), Hayden Leven (Photographer/GBN junior), and Jonah Kasdan (Content/GBN junior).



Images: Northbrook Grand Prix, Intelligentsia Cup 2023



Riders in the Women Cat 4/Novice and Women's Junior 15-18 Cat 4 compete during the Northbrook Grand Prix as part of the Intelligentsia Cup bicycle race Thursday, July 27, 2023. Joe Lewnard | Staff Photographer

By Joe Lewnard and Dave Oberhelman

jlewnard@dailyherald.com

Updated 8/1/2023 11:06 AM

Hundreds of cyclists took to the streets for the Northbrook Grand Prix Thursday, July 27, as part of the 2023 Intelligentsia Cup series.

Not all finished, but 443 people entered to ride in one of nine races on the .75-mile course down Shermer and Meadow roads, Walters Avenue and Church Street, anchored by Village Green Park.

Noncompetitors rode in the Family Fun Ride scheduled between the conclusive women's and men's professional races.

"The event went perfectly," said Sam Reiss, management analyst for the office of Village Manager Cara Pavlicek.

"It was hot weather but we still had a good crowd there enjoying the race. We had a good Family Fun Ride at 6:30 p.m. that had a lot of participants," he said.

Reiss said the village had received no complaints about the event.

That would please the trio of Marco Colbert, Tom Schuler and Bekah Collins. Respectively, they're the executive director, location scout and course designer, and marketing director of Prairie State Cycling, which started the Intelligentsia Cup in 2012.

Collins, in Elgin on July 28 with Colbert and Schuler for the eighth of 10 Cup circuit stops, spoke with a pair of Northbrook spectators who had been skeptical going into last year's Grand Prix debut but "this year couldn't wait," she said.

"People were out on the course all day from the neighborhood that were just so excited that we were there," said Collins, who said Shermer Road reminds her of Disneyland's "Main Street USA."

The crowd built throughout the day to a finish-line throng for the professional races. Collins said the men averaged 29.2 mph over the 70-minute race, even with two hairpin turns.

The men's and women's pro races both ended in a sprint, each won by cyclists from Los Angeles.

"Even though the course on a piece of paper looks simple, in fact it's a challenging course," Colbert said. "The pros loved the course. They wouldn't say that if they didn't mean it."

Schuler, noting a town with a facility like Northbrook Park District's Ed Rudolph Velodrome is a natural to host a bike race, saw nearby businesses like Graeter's Ice Cream doing good business. He said "robust" lawn parties on Church Street added atmosphere to the back side of the course.

"Village Green is such a nice backdrop for a race like that," Schuler said.

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<https://www.dailyherald.com/sports/20230728/images-northbrook-grand-prix-intelligentsia-cup-2023>

NORTHBROOK STAR

Intelligentsia Cup earns enthusiastic reception in 'cycling town' of Northbrook

By Karie Angell Luc

Pioneer Press

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Men Pro/1/2 cycling action steps off at the Intelligentsia Cup Northbrook Grand Prix on July 27, 2023 in downtown Northbrook. (Karie Angell Luc/Pioneer Press)

The Northbrook Grand Prix returned for a second year on July 27 as part of the village's annual commitment to the 2023 Intelligentsia Cup Chicago cycling racing series.

Northbrook has the Thursday slot in the 10-day competitive series that began July 21 in West Dundee and ends in Chicago on July 30. Host municipalities included Glen Ellyn, Winfield, Mundelein, Lombard, Brookfield, Elgin and Lake Bluff.

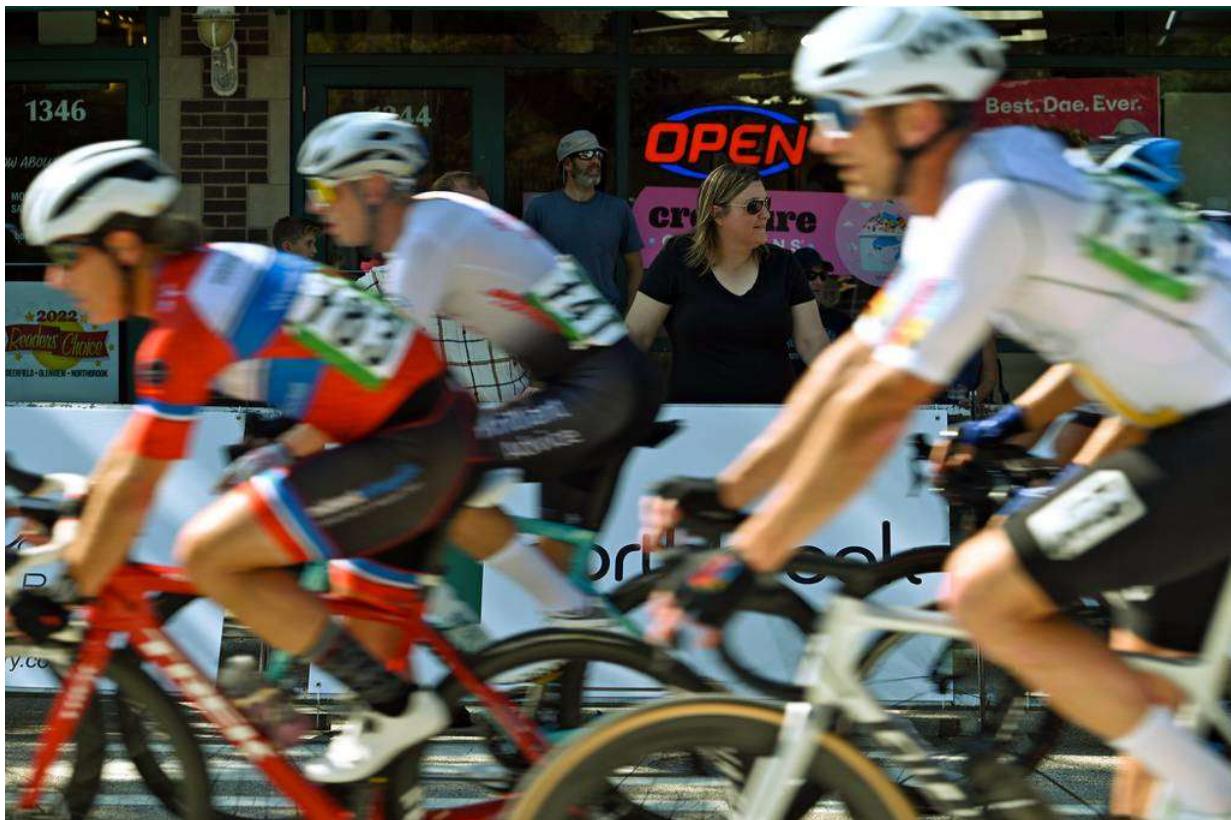
The Village of Northbrook distributed free handheld white cowbells featuring the village's new logo among spectator swag amenities.

"It's absolutely fun," Northbrook Village President Kathryn L. Ciesla said. "Thursday was the day we could get."

Northbrook is renowned for the Ed Rudolph Velodrome at Meadowhill Park. According to the Northbrook Park District website, former Northbrook Park District Commissioner Ed Rudolph helped design and build the bicycle track in 1960 for track cycling.

During winter, the velodrome was flooded for a speed skating rink and accommodated U.S. Winter Olympics team practice.

"We are definitely a sports town and a cycling town," Ciesla said. "This is a great place to ride, a great place to be and I think we need to continue to support the culture of our community."



Right, Northbrook Village President Kathryn L. Ciesla is on Shermer Road watching cycling action at the Intelligentsia Cup Northbrook Grand Prix on July 27, 2023 in downtown Northbrook. (Karie Angell Luc/Pioneer Press)

From late morning until sunset, four streets around Village Green Park became a Criterium bicycle racecourse for one day.

"We are very excited and pleased that it's taking place here and loving the action," said spectator Mike Macfadden of Northbrook.

Races featured professional and amateur riders. Ben and Alyssa Schwartz of Northbrook and their children Levi, 4, and Lucy, 1, rode the community fun ride.

"We're super excited to do this," Alyssa Schwartz said. "It's an awesome opportunity especially for the young riders."



Riding during the local event between the Women Pro/1/2 race and the Men Pro/1/2 cycling race is the Schwartz family of Northbrook, including parents Ben and Alyssa Schwartz and children Levi, 4, on smaller bike in front, and in child seat holder, Lucy, 1. (Karie Angell Luc/Pioneer Press)

More than 500 series riders from across the world participated, said Bill Davis of Northbrook, the Grand Prix marketing coordinator, a volunteer position with LOC, the event's local organizing committee.

"We're thrilled with the turnout this year," Davis said. "We've had thousands of people attend the race, both in the downtown area and around the neighborhoods, so it's been a great experience for all of us."

Thursday's weather was sunny and humid at 88 degrees but also breezy. Rain impacted cycling surfaces during the series but streets were dry in Northbrook.

"We'll take the heat," Davis said.



*Women Pro/1/2 race cycling action at the Intelligentsia Cup Northbrook Grand Prix on July 27, 2023 in downtown Northbrook.
(Karie Angell Luc/Pioneer Press)*

Approximately 50 volunteers assisted, including Matt Curin, a Northbrook resident since 2016 who stepped down from last year's LOC chair position after public controversy over logistics and money.

Curin is also no longer a Northbrook Park District commissioner and chair of the village's pedestrian and bicycle commission.

But Curin returned as a course marshal on July 27 and completed three two-hour volunteer shifts.

"I want this race to succeed," Curin said. "I'm so happy that there were people that were willing to take it over."



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Added Davis: "Matt started this last year and we're carrying on what Matt did. Matt did all the heavy lifting."

Davis verified the 2023 sponsorship fundraising goal of \$25,000 fell short after a later start in planning this year's Northbrook race.

"The Village is basically underwriting this event," Davis said. "Our job as the LOC was to reimburse them in whole and we're falling a little bit short there financially so the village is picking up the tab on the few things that we ran short on expense wise. We're putting on a phenomenal race."

Volunteers included social media coordinator Terry Kasdan of Northbrook who grew up in Glenview and is of the Glenbrook South High School Class of 1991.

"Anything that brings out the community to downtown Northbrook and to the Village Green is just a wonderful thing," Kasdan said.



Waving a bell to encourage the cyclists along the Meadow Road route is Adam Wagliardo, 9, of Lake Bluff at the Intelligentsia Cup Northbrook Grand Prix on July 27, 2023 in downtown Northbrook. (Karie Angell Luc/Pioneer Press)

Kasdan cousins Nate Kasdan, 18, of Northbrook, a 2023 Glenbrook North High School graduate, and Ethan Kasdan, 20, of the 2021 Class of Glenbrook North High School, were social media specialists for the event.

The social media campaign succeeded and "was big for us," as an assignment, Nate said.

Ethan said, "Leading up to the race, we did a lot of posting ... we really ramped up," adding the result was, "a lot more people here than last year so it's really exciting to see that all of the work that we've done and all the things we posted on social media is actually making an impact."

This year featured a street-situated Expo area for vendors and organizations. The event offered vendor Jacki Ruh of Northbrook, of the Glenbrook North High Class of 2000, the sidewalk sale opportunity to sell Ruh's Pixie Lane children's clothing outside an accommodating storefront.

Purchasers included, "definitely a lot of local people," Ruh said, including customers from Minnesota.

The winner of the Women Pro/1/2 race was Samantha Schneider of West Allis, Wisconsin with team L39ION of Los Angeles.

"It felt good, that was the plan for today, so for the team to be able to get it done was really awesome, extra special," Schneider said post race.



On far left is future first finisher Samantha Schneider of West Allis, Wisconsin who is lining up at the start of the Women Pro/1/2 race with team L39ION of Los Angeles. Later, after Schneider's first place finish, Schneider said, "It felt good, that was the plan for today, so for the team to be able to get it done was really awesome, extra special." Taken at the Intelligentsia Cup Northbrook Grand Prix on July 27, 2023 in downtown Northbrook. (Karie Angell Luc/Pioneer Press)

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Northbrook's racecourse was, "really fast, one of the fastest ones we've done so far," Magner said.

"It's not very hilly, it's very flat," Magner added. "You just carry speed all the way around."

Visit <https://intelligentsiacup.com/schedule/northbrook/>.

Karie Angell Luc is a freelance reporter for Pioneer Press.

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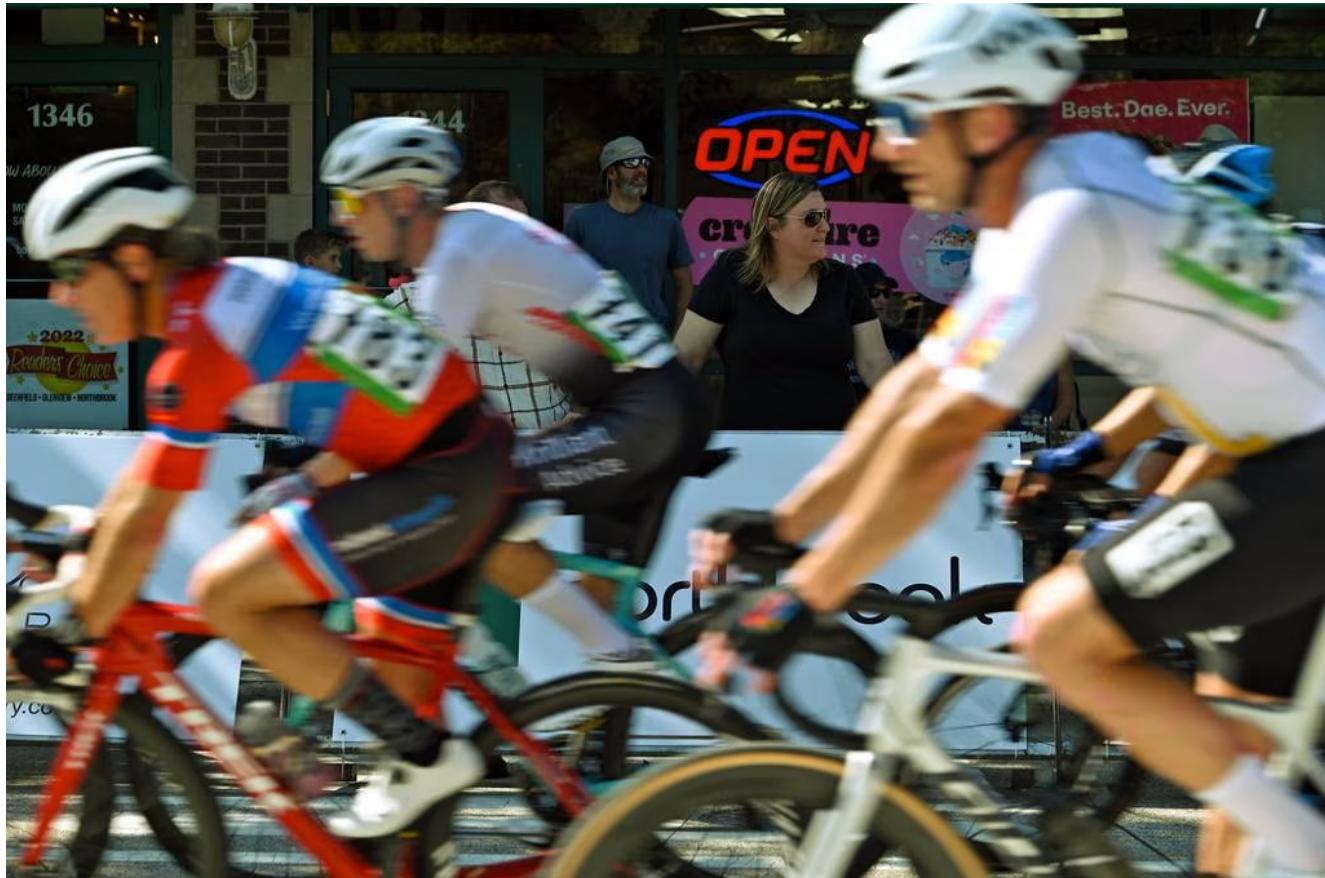
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Reiss, Sam

From: Bill Davis <w.n.davis@gmail.com>
Sent: Monday, July 31, 2023 9:32 AM
To: Farrell, Madeline; Reiss, Sam
Cc: Robert Paetsch; Bekah Collins; marco@intelligentsiacup.com
Subject: NB Grand Prix - feedback

Hi all -

Happy Monday!

Just wanted to let you know one resident already responded very positively! This is the resident on Walters by Church st that is handicapped and was concerned about how long it would take on Thursday night to open the roads and retrieve his car.

He was thrilled to see the roads opened about 9:15pm, and he wanted to express his gratitude to the Intelligensia Cup and Public Works teams for getting things re-opened sooner than expected.

All the best,

Bill Davis
w.n.davis@gmail.com
1729 Oak Ave, Northbrook, IL 60062
Mobile: 847-910-2464

Beware External Email - Think Before You Act

MOU Commitment	Completed?
Reimbursement to the Village for the sponsorship fee	Completed
Recruitment and management of an adequate number of volunteers to act as course marshals at the event	Not Started
Adequately train volunteers for role responsibilities	Not Started
Provide adequate toilet and hand washing stations for the event	Not Started
Plan and provide entertainment and family activities at the Event	Not Started
Plan and provide an Expo Area with a minimum of 10 vendors	Not Started
Host a public meeting roughly one month prior to the event	Not Started
Prepare, produce, and send notice to impacted resident and businesses at least three times prior to the event (January, June, and week of Event)	Not Started
Communicate with impacted properties early and often to address concerns about logistics - i.e. St. Norbert's mass and daycare	Not Started
Engage the North Shore Convention & Visitors Bureau and Northbrook Chamber of Commerce early on to improve event publicity to local and regional audiences and to better track economic benefits of the Event	Not Started
Conduct a Day-of survey amongst spectators and riders	Not Started
Submit a post event write-up to the Village within 30 days of the Event, highlighting pros, cons, areas for improvement, survey results, feedback, and costs.	Not Started