

# Resolution 2025-R-182

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 Redevelopment Agreement with 1818 Partnership, LLC

is hereby adopted, as follows:

### Section 1. RECITALS

Edens Tower LLC (“*Applicant*”) is the owner of the property commonly known as 1804 – 1818 Skokie Boulevard (“*Property*”), which will be transferred to 1818 Partnership, LLC (“*Proposed Owner*”) for development of a car dealership and repair facility (“*Facility*”).

In order to develop the Property as proposed, the Applicant has requested relief from, and approvals under, both the Village of Northbrook’s Zoning Code (1988), as amended and the Northbrook Subdivision and Development Code.

The Village has negotiated a development agreement with the Proposed Owner pursuant to which the Property is to be developed (“*Agreement*”).

The Board of Trustees has considered the Agreement and find and determine that it is in the best interest of the Village and the public to approve the Agreement. These matters pertain to the Village’s government and affairs and are approved pursuant to the Village’s home rule powers under the Illinois Constitution of 1970.

### Section 2. APPROVAL OF AGREEMENT

The Agreement by and between the Village and Proposed Owner shall be, and is hereby, approved in substantially the form attached hereto as *Exhibit A*.

### Section 3. EXECUTION OF AGREEMENT

The Village Manager and Village Clerk are hereby authorized and directed to execute and seal, on behalf of the Village, the Agreement upon receipt of at least four copies fully executed by Proposed Owner and any other person or entities whose consent is required; provided, however, that if such executed copies of the Agreement are not received by the Village Clerk within 30 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 4. RECORDATION OF AGREEMENT

The Village Manager is hereby directed to record the Agreement with the Office of the Cook County Clerk’s Office upon satisfactory completion of all administrative details relating thereto and the submission by the Proposed Owner of documentation satisfactory to the Village Attorney demonstrating that the Proposed Owner has acquired fee simple title to the Property.

Section 5.        EFFECTIVE DATE

This Resolution shall be in full force and effect only upon the occurrence of all of the following events:

- A. Passage by the Board of Trustees of the Village of Northbrook by a majority vote in the manner required by law;
- B. The adoption of a Resolution Approving a Plat of Consolidation for the Property;
- C. The adoption of an Ordinance Granting Approval of Special Permits for Motor Vehicle Dealer with Open Sales Lot and an Automotive Repair Facility, Variations and Site Plan for the Property;
- D. Proposed Owner acquiring fee simple title to the Property; and
- E. Delivery of evidence, in the form of a recorded deed and an effective title insurance policy or title report issued by an Illinois title insurance company, that fee simple title to the Property has been conveyed to Proposed Owner to the office of the Village Clerk at the Northbrook Village Hall.

Approved: 11/11/25

<b>RESULT:</b>	<b>APPROVED [4 – 0]</b>
<b>MOVED:</b>	Robert Israel, Trustee
<b>SECONDER:</b>	Johannah Hebl, Trustee
<b>AYES:</b>	Israel, Hebl, Ebhomieien, Cassidy
<b>NAYES:</b>	None
<b>ABSTAIN:</b>	Kathryn Ciesla, President
<b>ABSENT:</b>	Heather Ross, Trustee and Michelle Kohler, Trustee

/s/ Kathryn Ciesla

Village President

ATTEST:

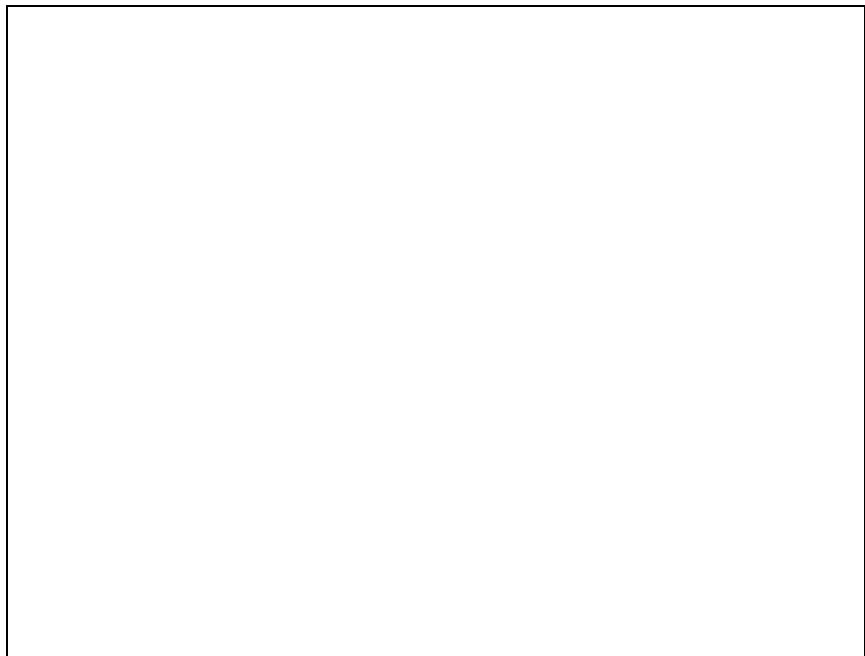
/s/ Derek Gau  
Village Clerk

**EXHIBIT A**

**AGREEMENT**

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

Steven M. Elrod  
Elrod Friedman LLP  
350 N. Clark Street, 2<sup>nd</sup> Floor  
Chicago, Illinois 60654



**REDEVELOPMENT AGREEMENT  
BETWEEN  
THE VILLAGE OF NORTHBROOK,  
AND  
1818 PARTNERSHIP, LLC  
(1804-1818 SKOKIE BOULEVARD)  
DATED AS OF NOVEMBER\_\_, 2025**

**REDEVELOPMENT AGREEMENT  
BETWEEN  
THE VILLAGE OF NORTHBROOK,  
AND 1818 PARTNERSHIP, LLC  
(1804-1818 SKOKIE BOULEVARD)**

**THIS REDEVELOPMENT AGREEMENT** ("Agreement") is dated as of the \_\_\_\_ day of \_\_\_\_\_, 2025, and is by and between the **VILLAGE OF NORTHBROOK**, an Illinois home rule municipal corporation ("Village") and **1818 PARTNERSHIP, LLC**, an Illinois limited liability company ("Developer").

**IN CONSIDERATION OF** the agreements set forth in this Agreement, the receipt and sufficiency of which are mutually acknowledged, and pursuant to the Village's statutory and home rule powers, the Parties agree as follows:

**SECTION 1. BACKGROUND.**

A. Developer is the contract purchaser of the property commonly known as 1804-1818 Skokie Boulevard, Northbrook, Illinois ("Property").

B. Developer desires and proposes to develop the Property for the operation of an approximately 39,000 square foot motor vehicle dealer and repair facility with an open sales lot, selling, among other things, vehicles, parts and automotive repair services ("Development").

D. In order to develop the Property as proposed, Developer has requested relief from, and approvals under, the Zoning Code.

E. On November \_\_, 2025, the President and the Board of Trustees adopted (i) Ordinance No. 2025-\_\_ granting a Special Permit for a Motor Vehicle Dealer and Repair Facility with an Open Sales Lot, Site Plan Approval, Loading Space Variation, and Side and Rear Yard Variations; and (ii) Resolution No. 2025-\_\_ approving a Final Plat of Consolidation for the Property.

F. As provided in, and as a condition of, the Development Approvals, Developer has agreed to execute this Agreement to provide that the Property be developed only in compliance with this Agreement and the Development Approvals.

G. The foregoing Recitals are incorporated herein and made a part of this Agreement.

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

A. **Definitions.** Whenever used in this Agreement, the following terms have the following meanings unless a different meaning is required by the context. All capitalized terms and phrases in this Agreement have the meanings set forth in the preamble above and in this Section or elsewhere in this Agreement. If a word or phrase is not specifically defined in this Agreement, it has the meaning ascribed to it in the Village Code.

**Building Code:** Chapter 6 of the Village Code.

**Comprehensive Plan:** Village of Northbrook Comprehensive Plan (2010), as amended.

**Corporate Authorities:** The President and Board of Trustees of the Village of Northbrook, Illinois.

**Developer:** 1818 Partnership, LLC.

**Development:** Described and defined in Section 1.B and 3.A of this Agreement.

**Development Approvals:** Those ordinances, resolution, permits, and administrative approvals listed in the Recitals and Section 3 of this Agreement.

**Effective Date:** The date of execution of this Agreement by all of the Parties as set forth in the first paragraph of page one of this Agreement.

**Events of Default:** Defined in Section 14.A of this Agreement with respect to Developer and in Section 14.B of this Agreement with respect to the Village.

**Final Development Plan:** Collectively, those plans and specifications for the Development to be approved by the Village, in accordance with Sections 3.B and 3.C of this Agreement and the Requirements of Law, including, without limitation, the Final Engineering Plan, Final Landscape Plan and Final Plat of Consolidation. Upon the date that all components of the Final Development Plan are approved, the Final Development Plan will, automatically and without further action by the Corporate Authorities or the Parties, be deemed to be incorporated in, and made a part of, this Agreement.

**Final Engineering Plan:** Those certain engineering plans for the Property, to be considered and approved by the Village in accordance with and pursuant to Section 3.C of this Agreement. Upon the date on which the Final Engineering Plan becomes effective, the Final Engineering Plan will, automatically and without further action by the Corporate Authorities or the Parties, be deemed to be incorporated in, and made a part of, the Final Development Plan, and by extension, this Agreement. For reference, the Preliminary Engineering Plans, for the Development prepared by \_\_\_\_\_, with a latest revision date of \_\_\_\_\_, 2025, is attached to this Agreement as **Exhibit C**.

**Final Landscape Plan:** Those certain landscape plans for the Property, to be considered and approved by the Village in accordance with and pursuant to Section 3.C of this Agreement. Upon the date on which the Final Landscape Plan becomes effective, the Final Landscape Plan will, automatically and without further action by the Corporate Authorities or the Parties, be deemed to be incorporated in, and made a part of, the Final Development Plan, and by extension, this Agreement. For reference, the Preliminary Landscape Plans, for the Development prepared by \_\_\_\_\_, with a latest revision date of \_\_\_\_\_, 2025, is attached to this Agreement as **Exhibit D**.

**Final Plat of Consolidation:** The plat of consolidation for the Property, to be considered and approved by the Corporate Authorities in accordance with and pursuant to Section 3.B of this Agreement. Upon the date on which the Final Plat of Consolidation becomes effective, the Final Plat of Consolidation will, automatically and without further action by the Corporate Authorities or the Parties, be deemed to be incorporated in, and made a part of, the Final Development Plan, and by extension, this Agreement. For reference, the Final Plat of Consolidation, approved by the Corporate Authorities by Resolution 25-\_\_ is attached as **Exhibit B**.

**Guarantee:** Defined in Section 10.A of this Agreement.

**Improvement Construction Schedule:** The schedule for construction of Improvements as specifically described in Section 5.A.3 of this Agreement.

**Improvements:** The on-site and off-site improvements to be made in connection with the development of the Property, as provided in Section 5 of this Agreement, including, without limitation, the Public Improvements to be installed pursuant to the Final Development Plan.

**Indemnified Claims:** Defined in Section 11.C of this Agreement.

**Letter of Credit:** The performance security required by Section 10.A of this Agreement, in the form attached as **Exhibit H** to this Agreement.

**Maintenance Guarantee:** Defined in Section 10.D of this Agreement.

**Parties:** Developer and the Village, collectively.

**Person:** Any corporation, partnership, individual, joint venture, limited liability company, trust, estate, association, business, enterprise, proprietorship, governmental body or any bureau, department or agency thereof, or other legal entity of any kind, either public or private, and any legal successor, agent, representative, authorized assign, or fiduciary acting on behalf of any of the above.

**Plan Commission:** The Plan Commission of the Village, established by Section 2-551 of the Village Code.

**Property:** That certain tract of land, consisting of approximately 2.88 acres, located at the address commonly known as 1804-1818 Skokie Boulevard, in Northbrook, Illinois and legally described in **Exhibit A** attached to this Agreement.

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

**Public Improvements Standards Manual:** The Village of Northbrook Standards and Specifications for Public and Private Improvements, as amended.

**Requirements of Law:** The Village Laws and all applicable laws, statutes, codes, ordinances, resolutions, rules, regulations, and policies of any federal, state, or local government or governmental agency with jurisdiction over the Property, each as may be amended from time to time.

**Site Restoration:** Site restoration and modification activities to establish a park-like setting suitable for passive outdoor recreational activities, including without limitation, demolition of partially constructed improvements and structures, regrading, erosion control, and installation of sod or seeding.

**Stormwater Detention Area:** That portion of the Property designed on the Final Plat of Consolidation for the construction, maintenance, and operation of stormwater detention facilities.

**Stormwater Improvements:** Those stormwater Improvements depicted on the Final Plat of Consolidation and Final Engineering Plans, and private storm sewers, related equipment, appurtenances, swales, mains, service lines, and storm drainage areas (including specifically, but without limitation, stormwater detention areas) installed and maintained on the Property to ensure

adequate Stormwater drainage and management and to collect and direct Stormwater into the Village's or Cook County's storm sewer system.

**Structure:** Anything constructed or erected, the use of which requires more or less permanent location on the ground, or anything attached to something having a permanent location on the ground, but not including paving or surfacing of the ground. Structure will in all cases be deemed to include, without limitation, the car dealership to be constructed on the Property.

**Subdivision Code:** The "Village of Northbrook Subdivision and Development Code," as amended.

**Transferee Assumption Agreement:** Defined in Section 12.C of this Agreement.

**Uncontrollable Circumstance:** Any of the following events and circumstances that materially change the ability of Developer to carry out its obligations under this Agreement:

- a. a change in the Requirements of Law, other than an action taken by the Village pursuant to Section 15.A.3 of this Agreement;
- b. insurrection, riot, civil disturbance, sabotage, act of public enemy, explosion, nuclear incident, war, or naval blockade;
- c. pandemic, epidemic, hurricane, tornado, landslide, earthquake, lightning, fire, windstorm, other extraordinary weather conditions preventing performance of work, or other similar acts of God;
- d. governmental condemnation or taking other than by the Village;
- e. strikes or labor disputes, other than those caused by the unlawful acts of Developer, its partners, or affiliated entities; or
- f. the lack of issuance of a permit by a third-party agency or authority (not the Village) necessary for the construction of the Development, by no fault of Developer.

Uncontrollable Circumstance does not include: (i) delays caused by weather conditions, unless the weather conditions are unusually severe or abnormal considering the time of year and the particular location involved; or (ii) economic hardship, impracticability of performance, commercial, economic, or market conditions, or a failure of performance by a contractor (except as caused by events that are Uncontrollable Circumstances as to the contractor).

**Vertical Construction:** The construction of any portion of a Structure on the Property above grade level.

**Village Attorney:** The duly appointed Village Attorney of the Village.

**Village Clerk:** The duly elected Village Clerk of the Village.

**Village Code:** The "Village of Northbrook Code of Ordinances," as amended.

**Village Engineer:** The duly appointed Village Engineer of the Village.

**Village Laws:** The Village Code, the Zoning Code, the Subdivision Code, and all other Village laws, codes, ordinances, resolutions, rules, regulations, and policies.

**Village Manager:** The duly appointed Village Manager of the Village.

**Zoning Code:** The "Village of Northbrook Zoning Code," as amended.

**B. Rules of Construction.**

1. **Grammatical Usage and Construction.** In construing this Agreement, plural terms are to be substituted for singular and singular for plural, in any place in which the context requires.

2. **Headings.** The headings, titles, and captions in this Agreement are used only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement or any of the substantive provisions of this Agreement.

3. **Calendar Days; Calculation of Time Periods.** Unless otherwise specified in this Agreement, references to days in this Agreement are to calendar days. Unless otherwise specified in this Agreement, in computing any period of time under this Agreement, the day of the act or event on which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless the last day is a Saturday, Sunday or legal holiday under the laws of the State in which the Property is located, in which event the period will run until the end of the next day which is not a Saturday, Sunday or legal holiday. The final day of any period will be deemed to end at 5:00 p.m., Central prevailing time.

4. **Compliance and Conflict with Other Requirements.** Unless otherwise specified in this Agreement, if there is a conflict between this Agreement and any plan, document, or Requirement of Law referenced in this Agreement, the plan, document, or Requirement of Law that provides the greatest control and protection for the Village, as determined by the Village Manager, will control. All of the provisions in this Agreement, and all referenced plans, documents, and Requirements of Law are to be interpreted so that the duties and requirements imposed by any one of them are cumulative among all of them, unless otherwise provided in this Agreement either specifically or in context.

**SECTION 3. APPROVAL OF DEVELOPMENT AND EFFECTIVE DATE OF AGREEMENT.**

**A. Description of Development.** The Development will consist of an approximately 39,000 square foot motor vehicle sales and repair facility with an open sales lot.

**B. Concurrent Approvals.** Concurrently with the approval and execution of this Agreement, the Corporate Authorities will consider adoption of the following Ordinances and Resolutions:

1. An Ordinance approving a Special Permit for a Motor Vehicle Dealer and Repair Facility with an Open Sales Lot, Site Plan Approval, Loading Space Variation, and Side and Rear Yard Variations; and
2. A Resolution approving the Final Plat of Consolidation.

**C. Approval of Final Engineering and Landscape Plans.** The Final Engineering and Final Landscape Plans must be submitted to, reviewed, and approved by the Village prior to any permit being issued for the construction of the Development. Once approved, the Final Engineering and Final Landscape Plans shall replace the respective preliminary plans as exhibits to this Agreement.

**D. Final Engineering and Landscape Plan Modifications.** All revisions to any portion of the Final Engineering Plan or the Final Landscape Plan that are reviewed, accepted, and approved by either the Village Engineer or the Village's Director of Development and Planning Services subsequent to the Effective Date shall be incorporated into, and made a part of this Agreement with no further action required by the Corporate Authorities.

#### **SECTION 4. DEVELOPMENT OF THE PROPERTY.**

**A. Compliance with this Agreement.** Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the Village Code, the Zoning Code, the Subdivision Code, or any other rights Developer may have, during the term of this Agreement, the Property may be developed, used, operated, and maintained only pursuant to, and in accordance with, the terms and provisions of this Agreement and its exhibits, including, without limitation, the following development conditions. Development, use, operation, and maintenance of the Property in a manner materially deviating from these conditions will be deemed a violation of this Agreement and Developer's obligations hereunder, as the case may be, and an Event of Default pursuant to Section 14.A of this Agreement, subject to any applicable notice or cure period.

**B. General Development Restrictions:** The development, construction, operation and maintenance of the Development on the Property, must, except for minor alterations due to final engineering and site work approved by the Village Engineer or the Director of Planning and Development Services, as appropriate, comply, and be in accordance, with the following:

1. This Agreement;
2. The Development Approvals;
3. The Final Plat of Consolidation;
4. The Zoning Code;
5. The Building Code;
6. The Subdivision Code;
7. The Public Improvements Standards Manual; and
8. The Requirements of Law.

Unless otherwise provided in this Agreement, in the event of a conflict between or among any of the above plans or documents, the plan or document that provides the greatest control and protection for the Village, as determined by the Village Manager, shall control. All of the above plans and documents shall be interpreted so that the duties and requirements imposed by any one of them are cumulative among all of them, unless otherwise provided in this Agreement.

## **SECTION 5. IMPROVEMENTS.**

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

1. **Description of Improvements.** The Improvements are depicted and described on the Final Engineering Plan and the other components of the Final Development Plan, and include, without limitation, the following:

- a. The Structures constructed on the Property including, without limitation, the car dealership;
- b. The Stormwater Improvements including, without limitation, stormwater sewer mains, service lines, and facilities;
- c. Sanitary sewer mains and service lines;
- d. Water mains and service lines;
- e. Right-of-Way Improvements (along Skokie Boulevard) including, without limitation concrete curb and gutter, concrete driveways, and the burial of public utilities.
- f. The landscaping, as depicted in the Final Landscape Plan; and
- g. The Public Improvements, which include concrete curb and gutter replacement and the burial of public utilities in the Right-of-Way (along Skokie Boulevard).

2. **General Standards.** All Improvements must be designed and constructed pursuant to and in accordance with the Final Development Plan and the Development Approvals, and will be subject to the reasonable written satisfaction of the Village Engineer in accordance with the Village Laws and the Public Improvements Standards Manual. All work performed on the Improvements must be conducted in a good and workmanlike manner, with due dispatch, and in compliance with the Improvement Construction Schedule, as well as all permits issued by the Village for construction of the Improvements. All materials used for construction of the Improvements must be new and of first-rate quality; provided, however, recycled materials may be used (i.e. recycled stone). All Improvements must be constructed and installed in accordance with the highest standards of professional practice, care, skill, and diligence practiced by recognized firms or licensed and accredited professionals in performing services of a similar nature. Any work required by law or by this Agreement to be performed by licensed professionals will be performed by professionals licensed in accordance with the Requirements of Law.

### **3. Improvement Construction Schedule.**

a. Developer must submit all necessary documents required for the issuance by the Village of site development permits for the construction of the Development no later than three months after the Effective Date of this Agreement.

b. Prior to commencing any construction of any Public Improvement, or of any part of the Development that will affect existing utilities or roadways, Developer must

meet with the Village Engineer, or their designee, to develop a mutually-agreeable plan and schedule for all such construction ("Improvement Construction Schedule"). The meeting must take place not less than one week prior to the commencement of any such construction. After the meeting, Developer must prepare and submit minutes of the meeting to the Village Engineer. No construction may occur prior to the approval by the Village Engineer of the meeting minutes and the Improvement Construction Schedule, which approval shall not be unreasonably withheld, conditioned, or delayed.

4. **Contract Terms; Prosecution of the Work.** Developer must cause each contractor and subcontractor performing work on the Improvements to prosecute the work diligently and continuously, in full compliance with, and as required by or pursuant to, this Agreement, the Development Approvals, the Final Development Plan, the Improvement Construction Schedule, and the Requirements of Law, until the work is properly completed, subject to Uncontrollable Circumstances, and providing that Developer may take over and prosecute the work if the contractor fails to do so in a timely and proper manner pursuant to the terms of Developer's contract with such contractor.

5. **Engineering Services.** Developer must provide, at its sole cost and expense, all engineering services for the design and construction of the Improvements that are the responsibility of Developer, by a professional engineer responsible for overseeing the construction of the Improvements and by an environmental construction manager with respect to any and all site remediation. Developer must promptly provide the Village with the name of a local owner's representative and a telephone number or numbers at which the owner's representative can be reached.

6. **Village Inspections and Approvals.** All work on the Improvements is subject to reasonable inspection and approval by Village representatives at all reasonable times upon reasonable prior written notice. Developer will provide access to the Property for the purpose of conducting these inspections during regular operating hours and within 12 hours outside of regular operating hours following reasonable prior written notice by the Village. Village representatives shall abide by the reasonable safety precautions established by Developer or Developer's contractor during any such access, and Village representatives shall access the Property at their own risk.

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

**B. Utilities.** Developer must, at its sole cost and expense, and in accordance with and pursuant to the Final Development Plan, upgrade the connection of all utilities to facilities located on the Property. No utilities located on the Property may be connected to the sewer and water utilities belonging to the Village except in accordance with the applicable provisions of the Village Code and upon payment all fees required pursuant to the Village Code.

**C. Landscaping.** Prior to the issuance by the Village of a final certificate of occupancy for any Structure on the Property, it being understood that a temporary certificate of occupancy may be issued if winter conditions preclude required landscaping installation, Developer must install all landscaping, as depicted on the Final Landscaping Plan, which landscaping must be installed and maintained in accordance with the following:

1. All trees, shrubs, plantings, and ornamentals must be healthy, and of the size, height, and species described in the Final Landscaping Plan.

2. The Village will have the right to reasonably reject or require replacement of any landscaping that is not in accordance with this Agreement.

3. Developer will, and does hereby, guaranty the proper health and survival of all landscaping (new and transplanted) for a period of two (2) years after the date of the installation of the landscaping.

4. The final grade must be as set forth in the Final Development Plan, provided that such final grade must contain a minimum of four inches of topsoil if there is sod on top and six inches of topsoil if seeded, except as may be approved by the Village Manager.

5. Upon installation, the trees required to be installed and planted pursuant to this Agreement must have the minimum height and diameter as represented on the Final Landscaping Plan, and must comply with the tree replacement requirements set forth in the Village Laws, except for minor modifications approved by the Village Manager.

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

**D. Reserved.**

**E. Timing of Construction of the Improvements.** The Village has the right, but not the obligation, to refuse to issue a final certificate of occupancy for any building or structure located on the Property, as the case may be, until the Improvements that are the responsibility of Developer are completed and approved by the Village. The foregoing does not preclude the Village's issuance of temporary certificates of occupancy pursuant to the applicable provisions of the Village Code. The issuance of any certificate of occupancy by the Village at any time prior to completion of all of the Improvements by Developer and approval of the applicable Improvements by the Village will not constitute a waiver of the Village's right to withhold any certificate of occupancy and will not confer on Developer any right or entitlement to any other certificate of occupancy.

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

1. **Final Inspection and Approval of the Improvements.** Developer must notify the Village when it believes that any or all of the Improvements on the Property have been fully and properly completed and must request final inspection and approval of the Improvement or Improvements by the Village. The notice and request must be given far enough in advance, and in no event with less than one week's advance notice, to allow the Village time to inspect the Improvements and to prepare a punch list of items requiring repair or correction and to allow Developer time to make all required repairs and corrections prior to the scheduled completion date (as may be established pursuant to this Agreement or in the permits issued by the Village for construction of the Improvements). Developer must promptly make all necessary repairs and corrections as specified on the punch list. The Village is not required to approve any portion of the Improvements until: (a) all of the Improvements as may be required pursuant to this Agreement, including all punch list items, have been fully and properly completed; and (b) the Village Director of Public Works has determined that the specific Improvement has been constructed to completion, in accordance with the Final Development Plan and Requirements of

Law, which determination shall not be unreasonably withheld, conditioned, or delayed. Prior to the issuance by the Village of a final certificate of occupancy for any building or structure on the Property, Developer must install all landscaping as depicted on the Final Development Plan.

2. **Dedication and Acceptance of Public Improvements.** Neither the execution of this Agreement, nor the approval of the Development Approvals, nor the execution and recordation of the Final Plat of Consolidation constitutes acceptance by the Village of any Public Improvements that are depicted as "dedicated" on the Final Plat of Consolidation or on the Final Development Plan, if any. The acceptance of ownership of, and responsibility for, a specific approved Improvement as a Public Improvement may be made only by the Corporate Authorities, by adoption of a resolution as set forth in Section 3-506 of the Subdivision Code, and only in compliance with the requirements of the Subdivision Code. The Village is not obligated to accept dedication of any Public Improvement unless and until a temporary certificate of occupancy has been issued for the Property.

3. **Transfer of Ownership of the Public Improvements and Easements to the Village.** Upon the approval of, and prior to acceptance of, the Public Improvements to be accepted by the Village pursuant to Section 3-506 of the Subdivision Code and Section 5 of this Agreement, Developer must execute, or cause to be executed, all documents as the Village may request to transfer ownership of, or to provide easements in, the Public Improvements to, and to evidence ownership of the Public Improvements by, the Village, free and clear of all liens, claims, encumbrances, and restrictions, unless otherwise approved by the Village in writing, which instruments shall be subject to the review and approval of Developer, which approval shall not be unreasonably withheld, conditioned, or delayed. Developer must, at the same time (a) grant, or cause to be granted, to the Village all insured easements or other property rights as the Village may require to install, operate, maintain, service, repair, and replace the Public Improvements that have not previously been granted to the Village, free and clear of all liens, claims, encumbrances, and restrictions, unless otherwise approved by the Village in writing, and (b) provide a written estimate of the monetary value of each Public Improvement to be accepted by the Village.

4. **Maintenance of Public Improvements.** For a period of two years following acceptance by the Village of the Public Improvements, Developer must, at its sole cost and expense, maintain the Public Improvements without any modification, except as specifically approved in writing by the Village Engineer, in a first-rate condition at all times. Developer hereby guarantees, on its behalf and on behalf of its successors, the prompt and satisfactory correction of all defects and deficiencies in any of the Public Improvements that occur or become evident within two years after acceptance of the Public Improvement by the Village pursuant to this Agreement. In the event the Village Engineer determines, in the Village Engineer's reasonable discretion, that Developer is not adequately maintaining, or has not adequately maintained, any Public Improvement, Developer must, after 15 days' prior written notice from the Village (subject to Uncontrollable Circumstances), correct it or cause it to be corrected, provided, however, if the nature of the corrective work is such that it cannot reasonably be completed within such time, then Developer shall have such additional time as is reasonably necessary to complete such corrections, provided Developer promptly commences such correction within such 15 days and thereafter diligently pursues same to completion. If Developer fails to correct the defect, commence the correction of the defect, or diligently pursue correction of the defect to completion following the expiration of the foregoing notice and cure period, then the Village, after ten days' prior written notice to Developer, may, but will not be obligated to, enter upon any or all of the Property for the purpose of performing maintenance work on and to such Public Improvement. In the event that the Village causes to be performed any work pursuant to this Section 5.F.4,

Developer must, within 15 days after written demand by the Village, pay the costs of the work to the Village. If Developer fails to pay the costs, the Village will have the right to draw from the Maintenance Guarantee required pursuant to Section 10.D of this Agreement, based on costs actually incurred, including reasonable legal fees and administrative expenses.

5. **Effect of Approval and Acceptance.** Approval or acceptance of any Improvement will not constitute a waiver of any rights or claims that the Village has, before or after approval and acceptance, with respect to any breach of this Agreement by the Developer or any right of indemnification of the Village by the Developer.

## **SECTION 6. DEMOLITION AND CONSTRUCTION OF DEVELOPMENT.**

### **A. General Construction and Contracting Requirements.**

1. **Compliance with Plans and Approvals.** The development of the Property must be designed and constructed pursuant to and in accordance with the Final Development Plan and the Development Approvals. All work must be conducted in a good and workmanlike manner and with due dispatch, subject to Uncontrollable Circumstances. All materials used for construction on the Property must be in accordance with the specifications for the work to be performed.

2. **Contracts for Work on Property.** Developer must cause every contractor and subcontractor working on the Property to prosecute the work diligently, and in full compliance with, and as required by or pursuant to, this Agreement, the Development Approvals, and the Requirements of Law, until the work is properly completed, subject to Uncontrollable Circumstances, and terms providing that Developer may take over and prosecute their respective work if the contractor fails to do so in a timely and proper manner.

3. **Application for Permits and Approvals.** Developer will apply for and will maintain all government permits, certificates, and consents (including, without limitation, appropriate environmental approvals) necessary to construct the Development and complete its obligations as required by this Agreement.

4. **Village Inspections and Approvals.** All work on the Property will be subject to inspection and approval by Village representatives at all times, subject to Section 5.A.6 above.

**B. Demolition of Existing Structures.** Developer may commence demolition of existing structures on the Property only after obtaining all necessary demolition permits from the Village and Cook County and presenting the Village with a plan to mitigate dust, smoke, and other particulates resulting from the demolition. Developer will conduct all demolition work on the Property in full compliance with the Village's permitted construction work hours regulations. Developer will remove and dispose of all debris resulting from the demolition of existing structures on the Property in compliance with the Requirements of Law.

**C. Single Phase of Development.** The construction of the Improvements must take place in one continuous phase, subject to seasonal conditions.

**D. Limits on Vertical Construction.** In addition to any other applicable provision of this Agreement and the Requirements of Law, Developer may not commence any Vertical Construction, and the Village will have the right to refuse to issue a building permit for any Vertical Construction, unless the Village Manager has determined that the construction of the following

Improvements is substantially complete as required by this Agreement and Requirements of Law, except as may be authorized in writing by the Village Manager in their sole discretion:

1. the Stormwater Improvements; and
2. a functional water system that can deliver water to all proposed fire hydrants in the manner required by the Village.

**E. Diligent Pursuit of Construction.**

1. Once construction has commenced pursuant to this Agreement, Developer must pursue, or cause to be pursued, all required development, demolition, construction, and installation of structures, buildings, and Improvements on the Property in a diligent and expeditious manner, and in strict compliance with the Village Code and the Requirements of Law. Developer will conduct all construction work on the Property in full compliance with the Village's permitted construction work hours regulations.

2. Developer must complete and make ready the Improvements for inspection, approval and, where appropriate, acceptance by the Village pursuant to the Improvement Construction Schedule. Developer may be allowed extensions of time beyond the completion dates set forth in such construction schedule only for unavoidable delay caused by Uncontrollable Circumstances or as may be reasonably approved by the Village Manager.

**F. Construction Traffic.**

1. **Construction and Traffic Management Plan.** Developer must prepare and submit, for review and approval by the Village Director of Development and Planning Services and the Village Engineer, a Construction and Traffic Management Plan ("CTM Plan") for the development of the Property. The CTM Plan will govern (i) the location, storage, and traffic routes for construction equipment and construction vehicles, and (ii) the location of alternative off-street parking during the construction. The Village has no obligation to issue a building permit for any Structure or Improvement, and no construction may be commenced with respect to the Structure or Improvement, unless and until the Village Engineer has approved, in writing, the CTM Plan, which approval shall not be unreasonably withheld, conditioned, or delayed. The Village agrees to cause the CTM Plan to be promptly and expeditiously reviewed by the Village Engineer; provided, however, that nothing in this Agreement is to be deemed or interpreted to require the Village to approve the CTM Plan. Developer must comply with the CTM Plan, and failure to do so continuing beyond any applicable notice and cure period is a Developer Event of Default. The CTM Plan must include, without limitation, the following:

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

- e. The location of areas on the Property for the parking of construction vehicles and vehicles operated by construction employees;
- f. The location of alternative off-street parking to replace any parking temporarily lost due to construction; and
- g. The location of temporary and durable off-street parking on the Property for construction employees.

2. **Designated Routes of Access.** The Village reserves the right to designate certain prescribed routes of access to the Property for construction traffic to provide for the protection of pedestrians and to minimize disruption of traffic and damage to paved street surfaces, to the extent practicable; provided, however, that the designated routes must not: (a) be unreasonably or unduly circuitous; nor (b) unreasonably or unduly hinder or obstruct direct and efficient access to the Property for construction traffic.

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

**G. Stormwater Management and Erosion and Dust Control During Construction.** During construction of any of the Structures or Improvements on the Property, Developer must:

1. Install and implement such measures as necessary to temporarily divert or control any accumulation of stormwater away from or through the Property in a manner approved in advance by the Village Engineer, which approval shall not be unreasonably withheld, conditioned, or delayed, which method of diversion must include early installation of storm drains to collect water and convey it to a safe discharge point;

2. Install erosion control devices as necessary to prevent silt, dirt, snow, water, ice, and other materials from leaving the site and traveling onto other properties. All debris, spoils, materials, and waste generated by demolition, grading, construction, installation and paving on the Property must be properly removed or disposed of in accordance with the Requirements of Law; and

3. Take all practical measures to mitigate dust, smoke, and other particulates resulting from construction activities.

4. Properly remove or dispose of all debris, spoils, materials, and waste generated by demolition, grading, construction, installation and paving on the Property in accordance with the Requirements of Law.

**H. Issuance of Permits and Certificates.**

1. **General Right to Withhold Permits and Certificates.** In addition to every other remedy permitted by law for the enforcement of this Agreement, the Village has the absolute right to withhold the issuance of any building permit or certificate of occupancy for the Development, at any time when, subject to applicable notice and cure provisions, if Developer has failed or refused to meet fully any of its respective obligations under, or is in violation of, or is

not in full compliance with, the terms of this Agreement, the Development Approvals, or the Requirements of Law.

**2. Timing of Construction of the Improvements.**

a. The Village has the right, but not the obligation, to refuse to issue a final certificate of occupancy for any building or Structure located on the Property prior to the completion of all of the Public Improvements and Improvements to be located on the Property other than any Improvements that are delayed solely due to delays caused by utility companies, provided that Developer is making good faith efforts to have the Improvements completed as quickly as possible. The foregoing does not preclude the Village's issuance of conditional certificates of occupancy pursuant to the applicable provisions of the Village Code. The issuance of any building permit or certificate of occupancy by the Village at any time prior to completion of all of the Public Improvements and such Improvements described herein by Developer and approval of said Public Improvements and Improvements by the Village will not constitute a waiver of the Village's right to withhold any building permit or certificate of occupancy and will not confer on Developer any right or entitlement to any other building permit or certificate of occupancy.

b. The Village has the right, but not the obligation, to refuse to issue a final certificate of occupancy for any building or Structure located on the Property until all Improvements are completed by Developer and approved by the Village. The foregoing does not preclude the Village's issuance of conditional certificates of occupancy pursuant to the applicable provisions of the Village Code. The issuance of any building permit or certificate of occupancy by the Village at any time prior to completion of all such Improvements by Developer and approval of the Improvements by the Village will not constitute a waiver of the Village's right to withhold any building permit or certificate of occupancy and will not confer on Developer any right or entitlement to any other building permit or certificate of occupancy.

**I. Completion of Construction; Site Restoration.**

**1. Removal of Partially Constructed Structures and Improvements.**

Subject to Uncontrollable Circumstances, if Developer fails to diligently pursue all demolition and construction as required in, or permitted by, this Agreement to completion within the time period prescribed in the building permit or permits issued by the Village, and if a perfected application to renew the building permit or permits is not filed within 30 days after the expiration of the permit or permits, Developer must, within 90 days after notice from the Village: (a) remove any partially constructed or partially completed structures or Improvements from the Property; and (b) perform Site Restoration on that portion of the Property in which Developer has failed to complete all such demolition and construction, all in accordance with plans approved by the Village.

**2. Removal and Restoration by Village.** In the event Developer fails or

refuses to remove any partially completed buildings, structures, and Improvements, or to perform Site Restoration, as required pursuant to Section 6.I.1 of this Agreement, the Village will have, and is hereby granted the right, at its option, to: (a) demolish or remove any of the partially completed structures and Improvements from any and all portions of the Property; (b) perform Site Restoration of the portions of the Property; or (c) cause the structures or Improvements on the portions of the Property to be completed in accordance with the plans submitted. Developer must fully reimburse the Village for all costs and expenses, including reasonable legal and administrative costs, actually incurred by the Village for such work. If Developer does not so fully reimburse the Village, the Village will have the right to draw from the Guarantee and the Maintenance Guarantee, as described in and provided pursuant to Section 10 of this Agreement, an amount of money sufficient to defray the entire cost of the work actually incurred by the Village, including reasonable legal fees and administrative expenses. If Developer does not so fully

reimburse the Village, and the Guarantee and Maintenance Guarantee have no funds remaining in them or are otherwise unavailable to finance such work, then the Village will have the right to place a lien on the Property for all such costs and expenses in the manner provided by law. The rights and remedies provided in this Section 6.I.2 are in addition to, and not in limitation of, any other rights and remedies otherwise available to the Village in this Agreement, at law, and in equity.

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

**K. Tree Preservation.** Developer must comply with all applicable tree preservation regulations set forth in Chapter 25 of the Village Code, except as otherwise set forth in this Agreement, the approved Final Development Plan, or as may be approved by the Village Manager.

**L. Exterior Lighting.** All exterior lighting on the Property must comply at all times with the lighting requirements in the Village Code and the approved Final Development Plan.

**M. As-Built Plans.** After completion of construction of any new structure or Improvement, Developer must submit to the Village Director of Development and Planning Services: (1) final "as-built" plans related to drainage, grading, storm sewer, sanitary sewer and water mains, and associated structures; and (2) other final construction documents (in paper and, for Improvements, electronic format) as required and approved by the Village Engineer and the Village Director of Development and Planning Services. The as-built plans must indicate, without limitation, the amount, in square feet, of impervious surface area on the Property. A licensed Professional Engineer ("PE") and Professional Land Surveyor ("PLS") registered in the State of Illinois must stamp the as-built site construction plans. The PE or PLS must stamp and sign the final engineering pages of the site construction plans, and the PLS must stamp and sign the final site survey.

**N. Climate Action Plan.** In furtherance of the Village's Climate Action Plan, Developer will incorporate the elements set forth in **Exhibit F** attached to this Agreement in the construction, operation, and maintenance of the Development.

**O. Designation of Contact Person During Construction.** Developer will ensure construction oversight in a manner that includes public outreach to residents that live within and adjacent to the Property. The public outreach component will be critical for helping notify the public regarding information and updates relating to the construction and development of the Property. In addition, Developer will ensure that all construction information is contained on a dedicated webpage that will be linked to the Village's website. The dedicated webpage will clearly identify a single point of contact for imminent construction issues (e.g. dust control). Developer will additionally ensure a single point of emergency contact for the Village's first responders throughout construction. Following the completion of construction of the Development, Developer must continue to designate an individual as the contact person and provide their contact information prominently on its website to respond to and address any complaints from owners of adjacent property, or Village resident regarding compliance with this Agreement, including without limitation, landscaping, exterior property/façade maintenance and stormwater detention.

**P. Progress Meetings.** Developer will at all times have an individual designated as the Village's primary point of contact for matters pertaining to this Agreement. Upon written request of the Village, Developer, or their designee, will meet on a monthly basis with the Village Manager, or their designee, and other Village staff as appropriate, to provide a comprehensive progress report on the Development. Appropriate Development team personnel shall attend the meeting on behalf of Developer and the Village, and Developer will provide information regarding the status of construction and occupancy, pending permit requests, and other logistical information deemed necessary by the Village.

**SECTION 7. RESERVED.**

**SECTION 8. RESERVED.**

**SECTION 9. PAYMENT OF VILLAGE FEES AND COSTS.** In addition to all other costs, payments, fees, charges, contributions, or dedications required by this Agreement or by the Requirements of Law, and in addition to all other agreements between Developer and the Village concerning the Development, Developer must pay to the Village the following fees and costs:

**A.** All application, inspection, and permit fees, charges, and contributions, and all other fees, charges, and contributions pursuant to the Requirements of Law or otherwise due as a result of the Development.

**B.** All reasonable third-party legal, engineering, and other consulting or administrative fees, costs, and expenses actually incurred in connection with: (1) the development of the Property, including, without limitation, the preparation, review, and processing of plans, ordinances, resolutions, and other approvals therefor; and (2) the negotiation, preparation, consideration, and review of this Agreement and all exhibits and associated documents. Payment of all fees, costs, and expenses must be made by a certified or cashier's check or by Federal Reserve wire transfer in accordance with written instructions from the Village. Developer acknowledges and agrees that it will continue to be liable for and to pay, promptly after presentation of a written demand or demands for payment, the third-party fees, costs, and expenses incurred in connection with any applications, documents, proposals, or requests for interpretations or amendments of this Agreement, whether formal or informal, of whatever kind, submitted by Developer during the term of this Agreement in connection with the use and development of the Property. Further, Developer will be liable for and will pay after demand all fees, costs, and expenses incurred by the Village for publications and recordings required in connection with the above matters.

**SECTION 10. PERFORMANCE SECURITY.**

**A. General Requirements.** As security to the Village for the performance by Developer of its obligations pursuant to and in accordance with this Agreement, Developer will provide to the Village performance and payment security ("Guarantee") in the form of one or more letters of credit ("Letter of Credit") in the amount set forth in Section 3-501 of the Subdivision Code, and in accordance with the terms set forth in the Subdivision Code. The Letter of Credit must be in form and substance substantially conforming in all material respects with ***Exhibit H*** to this Agreement and satisfactory to the Village Attorney. Specifically, and without limitation of the foregoing, the Letter of Credit must allow the Village to draw from the Letter of Credit in the event that Developer does not fully reimburse the Village for any costs and expenses incurred by the Village for work performed on the Property pursuant to Section 6.I.2 of this Agreement. The Letter of Credit must be provided to the Village prior to the issuance of

any permits for the Development and must be maintained at all times until all Improvements have been approved for the Development, and, as appropriate, accepted. The Guarantee will be administered pursuant to Sections 3-501 to 3-507 of the Subdivision Code.

**B. Use of Guarantee Funds.** If Developer fails or refuses to complete the Improvements in accordance with this Agreement, or fails or refuses to correct any defect or deficiency in the Improvements, or remove partially completed buildings or structures as required by this Agreement, or fails or refuses to perform Site Restoration in accordance with a demand made pursuant to this Agreement, or fails or refuses to pay any amount demanded by the Village as and when required pursuant to this Agreement, or in any other manner fails or refuses to meet fully any of its obligations under this Agreement, then the Village in its reasonable discretion may draw on and retain all or any of the funds remaining in the Guarantee. The Village thereafter shall have the right, subject to 30 days' notice and opportunity for cure, to exercise its rights under this Agreement, to take any other action it deems reasonable and appropriate to mitigate the effects of any failure or refusal, and to reimburse itself from the proceeds of the letter of credit for all of its costs and expenses, including legal fees and administrative expenses, resulting from or incurred as a result of Developer's failure or refusal to fully meet its obligations under this Agreement. If the funds remaining in the letter of credit are insufficient to repay fully the Village for all costs and expenses, then Developer shall upon demand of the Village therefor deposit with the Village any additional funds as the Village determines are necessary, within 30 days of a request therefor, to fully repay such costs and expenses.

**C. Reductions in Guarantee.** Concurrent with the approval or acceptance of Improvements in the manner provided in Section 5.F of this Agreement, the Guarantee may be reduced in a manner and in amounts authorized in Section 3-504 of the Subdivision Code.

**D. Maintenance Guarantee.** Immediately after any approval and, where appropriate, acceptance, by the Village of the Public Improvements pursuant to this Agreement, Developer must post a new guarantee in the amount of 10% of the actual total cost of the Public Improvements caused to be constructed or installed by Developer on the Property provided as (i) all cash or (ii) a combination of cash and a letter of credit (with at least 10% cash), as security for Developer maintenance of such Public Improvements (each, a "**Maintenance Guarantee**"). The Maintenance Guarantee will be held by the Village in escrow until the date that is two years after the approval and where appropriate, acceptance by the Village of the Public Improvement, secured by the Maintenance Guarantee pursuant to this Agreement. If the Village is required to draw on the Maintenance Guarantee by reason of Developer's failure to fulfill its maintenance obligations under this Section 10, then Developer's must within 10 days thereafter cause the Maintenance Guarantee to be increased to its full original amount.

## **SECTION 11. LIABILITY AND INDEMNITY OF VILLAGE.**

**A. Village Review.** Developer acknowledges and agrees that the Village is not, and will not be, in any way liable for any damages or injuries that may be sustained as the result of the Village's review and approval of any plans for the Development or the Improvements, or the issuance of any approvals, permits, certificates, or acceptances, for the Development or use of the Development or the Improvements, and that the Village's review and approval of any plans and Improvements, and issuance of any approvals, permits, certificates, or acceptances, does

not, and will not, in any way, be deemed to insure Developer or any of its successors, assigns, tenants and licensees, or any third party, against damage or injury of any kind at any time.

**B. Village Procedure.** Developer acknowledges and agrees that all notices, meetings, and hearings have been properly given and held by the Village with respect to the approval of this Agreement and of the Development Approvals, and Developer agrees not to challenge these approvals on the grounds of any procedural infirmity or of any denial of any procedural right.

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

**D. Defense Expense.** Developer, only as to its own acts or omissions, must, and does hereby agree to, pay all expenses, including legal fees and administrative expenses, incurred by the Village in defending itself with regard to any and all of the Indemnified Claims.

**E. Insurance.** Developer, and its contractors and subcontractors constructing the Development, must obtain and maintain the insurance coverages in **Exhibit K** attached to this Agreement.

## **SECTION 12. NATURE, SURVIVAL AND TRANSFER OF OBLIGATIONS.**

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

**B. Binding Effect.** All obligations of Developer under this Agreement are and will be binding upon the following parties: (1) Developer, unless Developer, its successor, and the Village execute a Transferee Assumption Agreement in accordance with Section 12.C of this Agreement; (2) any and all of Developer's heirs, successors, and assigns; and (3) any and all of the current and future legal and beneficial owners of all or any portion of the Property.

**C. Transferee Assumption Agreement.** Developer will remain fully bound by this Agreement, whether or not Developer owns any interest in the Property, unless Developer and its transferee execute an enforceable written agreement, in substantially the form of **Exhibit I** to

this Agreement, agreeing to be bound by the provisions of this Agreement ("**Transferee Assumption Agreement**"). The transferee must provide the Village, upon request, with reasonable assurances of the financial ability of the transferee to meet those obligations as the Village may require. The Village agrees that upon a transferee becoming bound to the obligation created in the manner provided in this Agreement and providing the financial assurances required pursuant to this Agreement, the liability of Developer will be released to the extent of the transferee's assumption of the liability. The failure of Developer to provide the Village with a copy of a Transferee Assumption Agreement fully executed by the transferee and, if requested by the Village, with the transferee's proposed assurances of financial capability before completing any transfer, will: (1) constitute an Event of Default under this Agreement; and (2) result in Developer remaining fully liable for all of its obligations under this Agreement, but will not relieve the transferee of its liability for all the obligations as a successor to Developer.

**D. Required Provisions for Transfers of Property.** In the event Developer intends to transfer a legal or beneficial interest in any portion of the Property, Developer must:

1. Notify the Village in writing at least 21 days prior to any date on which Developer transfers (as that term is defined below) a legal or beneficial interest in any portion of the Property to a third party with the exception of leases to residential tenants of the Development; and

2. Incorporate this Agreement by reference into any and all real estate sales contracts for transfers, as that term is defined below, entered into for the sale of all or any portion of the Property.

For purposes of this Agreement, the term "transfer" includes, without limitation, any assignment, sale, transfer to a receiver or to a trustee in bankruptcy, transfer in trust, or other disposition of the Property, or any beneficial interest in the Property, in whole or in part, by voluntary or involuntary sale, foreclosure, merger, sale and leaseback, consolidation, or otherwise.

**E. Mortgagees of Property.**

1. This Agreement is not binding on mortgagees or other secured parties of the Property unless and until the mortgagee or secured party assumes title to the Property, in whole or in part. The requirements set forth in Section 12.C of this Agreement, concerning Transferee Assumption Agreements, do not apply to a mortgagee or secured party that assumes title via a foreclosure or a deed in lieu of foreclosure.

2. Developer may not grant a mortgage or other secured interest in the Property or the Development to any person except upon the execution by the mortgagee or secured party of a "Consent and Subordination" Agreement", in substantially the form attached to this Agreement as ***Exhibit J***.

**F. Prohibited Assignments.** It is the express intent of the parties that, except as expressly provided or allowed herein, this Agreement, and all of the rights and privileges granted herein, are for the sole and exclusive benefit of Developer for operation of the Development on the Property. Accordingly, notwithstanding any provision of this Agreement, in the event that Developer does, or attempts to, voluntarily or involuntarily transfer its interest in the Development, in whole or in part, without the prior consent of the Corporate Authorities, which consent may be granted or denied in the sole and absolute discretion of the Corporate Authorities, this Agreement,

and all of the rights and privileges granted herein, will, at the option of the Village, become null and void and be of no force or effect.

**SECTION 13. TERM.** The term of this Agreement commences on the Effective Date and, unless terminated sooner pursuant to the provisions of this Agreement, expires on the date that all Improvements are approved by the Village and the Improvements, as required by this Agreement and the Subdivision Code, are accepted by the Village. Following approval and acceptance of the Improvements, the Village agrees, upon written request of the Developer, to timely execute appropriate and recordable evidence of the expiration of this Agreement. Notwithstanding anything to the contrary in this Section 13, the Developer's indemnity and defense obligations as set forth in Section 11 of this Agreement, and all maintenance and guarantee periods established pursuant to this Agreement, will survive the termination of this Agreement.

**SECTION 14. EVENTS OF DEFAULT.**

**A. Developer Events of Default.** The following are Developer Events of Default:

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

2. Subject to cure as set forth in Section 14.C of this Agreement, failure by Developer in the performance or breach of any covenant contained in this Agreement concerning the existence, structure or financial condition of Developer.

3. Subject to cure as set forth in Section 14.C of this Agreement, failure by Developer in the performance or breach of any covenant, warranty or obligation contained in this Agreement.

4. Subject to cure as set forth in Section 14.C of this Agreement, construction by Developer of any Structure or Improvement that is not authorized by this Agreement or otherwise in a manner not permitted by law.

5. Subject to cure as set forth in Section 14.C of this Agreement, failure by Developer to commence construction of the Development.

6. Subject to cure as set forth in Section 14.C of this Agreement, failure by Developer to complete construction or installation of any Structure or Improvement on the Property or in connection with the Development by December 31, 2027.

7. Subject to cure as set forth in Section 14.C of this Agreement, Developer causes any damage to real or public property that is not owned by Developer.

8. Subject to cure as set forth in Section 14.C of this Agreement, Developer fails to pay, or cause to pay, the invoice when due for any fee or utility charge of the Village.

9. Subject to cure as set forth in Section 14.C of this Agreement, Developer fails to comply with the CTM Plan.

10. Subject to cure as set forth in Section 14.C of this Agreement, Developer is

not, or ceases to be, a legal entity qualified to do business in the State of Illinois.

11. Developer knowingly permits criminal activity on the Property, or does not take reasonable and diligent steps to prevent criminal activity if it becomes aware that criminal activity is occurring or has occurred on the Property.

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

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

14. Subject to cure as set forth in Section 14.C of this Agreement, change in the organizational status of Developer except in accordance with the Transferee Assumption provisions in Section 12 of this Agreement.

15. Subject to cure as set forth in Section 14.C of this Agreement, Developer abandons the development of the Property. Abandonment will be deemed to have occurred when work stops on the development of the Property for more than 45 consecutive days for any reason other than Uncontrollable Circumstances, unless otherwise permitted by this Agreement. The failure of Developer to secure any approvals required for the development or construction of the Property will not be a valid defense to abandonment.

16. Subject to cure as set forth in Section 14.C of this Agreement, Developer otherwise fails to comply with the Requirements of Law in connection with the Development or the Property.

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

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

2. Subject to Uncontrollable Circumstances, default by the Village for a period of 30 days after written notice thereof from Developer in the performance or breach of any covenant contained in this Agreement; provided, however, that such default will not constitute an Event of Default if such default cannot be cured within said 30 days and the Village, within said

30 days, initiates and diligently pursues appropriate measures to remedy the default and in any event cures such default within 90 days after such notice.

**C. Cure Period.** For all Events of Default identified in Section 14.A for which Developer has the right to cure, the Village must provide notice of such Defaults, and Developer must cure the Event of Default within 15 days after receipt of the notice, or, if the Event of Default cannot be cured within 15 days, Developer must initiate and diligently pursues appropriate measures to remedy the default within such 30 days, and in any event must cure the default within 60 days after receipt of the notice, or such later time as is reasonably necessary to cure such failure if necessary.

## **SECTION 15. REMEDIES FOR DEFAULT AND ENFORCEMENT.**

**A. Remedies for Default.** In the case of an Event of Default:

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

2. **Removal and Restoration by Village.** In the event Developer fails or refuses to remove any partially completed buildings, structures, and Improvements, or to perform Site Restoration, as required pursuant to Section 6.I of this Agreement or otherwise upon demand of the Village after the occurrence of a Developer Event of Default, the Village will have, and is hereby granted the right, at its option, to enter the Property and: (a) demolish and remove any of the partially completed Structures and Improvements from any and all portions of the Property; (b) perform Site Restoration; and (c) cause the Structures or Improvements to be completed in accordance with the plans submitted. Developer must fully reimburse the Village for all costs and expenses, including legal and administrative costs, incurred by the Village for this work. If Developer does not so fully reimburse the Village, the Village will have the right to draw from the Guarantee and the Maintenance Guarantee, as described in and provided pursuant to Section 10 of this Agreement, an amount of money sufficient to defray the entire cost of the work, including legal fees and administrative expenses. If Developer does not fully reimburse the Village, and the Guarantee and Maintenance Guarantee have no funds remaining in them or are otherwise unavailable to finance the work, then the Village will have the right to place a lien on the Property for all the costs and expenses in the manner provided by law. The rights and remedies provided in this Section 15.A.2 are in addition to, and not in limitation of, any other rights and remedies otherwise available to the Village in this Agreement, at law, or in equity.

3. **Repeal of Development Approvals.** The Village will have the absolute right to repeal the Development Approvals if a Developer Event of Default occurs under this Agreement, without protest or objection by Developer.

**B. Limitation.** Notwithstanding anything to the contrary contained in this Agreement, Developer may not seek, and does not have the right to seek, to recover a judgment for monetary damages against the Village or any elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys of the Village, on account of the negotiation, execution, performance, or breach of, or default under, this Agreement. The Parties acknowledge and agree that, except as expressly provided in this Agreement, the covenants and agreements set forth in

this Agreement are those of the Parties, and are not the individual covenant or guarantee of any natural person.

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

## **SECTION 16. WARRANTIES AND REPRESENTATIONS.**

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

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

2. The execution and performance of this Agreement (i) have been duly authorized by all necessary corporate action on the part of the Village; and (ii) do not, for any reason, result in any breach of any agreement or other instrument to which the Village is subject; and

3. To the best of the knowledge of the person executing this Agreement on behalf of the Village, there are no actions or proceedings by or before any court, governmental commission, board, bureau, or any other administrative agency pending, threatened, or affecting the Village or the Property in any court or before any governmental authority that involve the possibility of materially or adversely affecting the ability of the Village to perform its obligations under this Agreement.

**B. By Developer.** Developer, and the person executing this Agreement on behalf of Developer, represent and warrant, as of the date of execution by Developer of this Agreement, that:

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

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

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

4. To the extent applicable, Developer has complied with Section 12.E.2 of this Agreement with respect to all mortgagees and second parties existing as of the Effective Date;

5. The applications, plans, materials, and other submissions Developer has provided to the Village: (i) accurately and truthfully represent Developer's capabilities, resources, and intentions for the construction of the Development on the Property; (ii) have induced the Village to enter into this Agreement; and (iii) any material misrepresentation contained in Developer's submissions will constitute an incurable Developer Event of Default pursuant to Section 14 of this Agreement.

6. There are no actions or proceedings by or before any court, governmental commission, board, bureau, or any other administrative agency pending, threatened, or affecting Developer or the Property that involve the possibility of materially or adversely affecting the ability of Developer to perform its obligations under this Agreement;

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

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

## **SECTION 17. GENERAL PROVISIONS.**

**A. Notices.** Any notice required to be given under this Agreement must be in writing and must be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by email. Unless otherwise expressly provided in this Agreement, notices will be deemed received upon the earlier of: (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. Email notices will be deemed received by the addressee upon explicit or implicit acknowledgment of receipt by the addressee. By notice complying with the requirements of this Section, each Party will have the right to change its address or its addressee, or both, for all future notices to the other Party, but no notice of a change of addressee or address will be effective until actually received.

If to the Village:      Village of Northbrook  
                            1225 Cedar Lane  
                            Northbrook, IL 60062  
                            Attention: Village Manager  
                            Email: [Cara.Pavlicek@Northbrook.il.us](mailto:Cara.Pavlicek@Northbrook.il.us)

with a copy to: Elrod Friedman LLP  
350 North Clark Street  
Second Floor  
Chicago, IL 60654  
Attention: Steven M. Elrod, Village Attorney  
Email: Steven.Elrod@ElrodFriedman.com

### If to Developer:

With a copy to:

**B. Time of the Essence.** Time is of the essence in the performance of this Agreement.

**C. Rights Cumulative.** Unless expressly provided in this Agreement, all rights, remedies, and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies, and benefits allowed by law.

**D. Non-Waiver.** No waiver of any provision of this Agreement, and no delay in exercising or failure to exercise any right or authority set forth in this Agreement, will be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor will any waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

**E. Consents.** Unless otherwise provided in this Agreement, all required permissions, authorizations, approvals, acknowledgments, or similar indications of assent of any Party must be in writing.

**F. Governing Laws.** This Agreement will be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

**G. Venue.** Exclusive jurisdiction with regard to the any actions or proceedings arising from, relating to, or in connection with this Agreement will be in the Circuit Court of Cook County, Illinois or, where applicable, in the federal court for the Northern District of Illinois. The Parties waive their respective right to transfer or change the venue of any litigation filed in the Circuit Court of Cook County, Illinois.

**H. Severability.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the Village will have the right, in its sole and absolute discretion, to determine if (i) the remainder of the provisions of this Agreement will remain in full force and effect and will in no way be affected, impaired, or invalidated., or (ii) the entire Agreement shall be invalid, void, and unenforceable.

**I. Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the parties with respect to the subject matter of this Agreement.

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

**K. Exhibits.** **Exhibits A through K** attached to this Agreement are incorporated in and made a part of this Agreement. In the event of a conflict between any Exhibit and the text of this Agreement, the text of this Agreement will control.

**L. Amendments and Modifications.**

1. No amendment to this Agreement will be effective unless and until the amendment is in writing, properly approved in accordance with applicable procedures, and executed.

2. Amendments or modifications to the Development Approvals can be considered and acted on by the Village without the same being deemed an amendment or

modification to this Agreement provided that all applicable procedural requirements of the Zoning Code and Subdivision Code and the provisions of this Agreement are satisfied. Amendments or modifications to the Development Approvals will be incorporated into this Agreement or the Exhibits attached to this Agreement, without further action by the Parties.

**M. Third Party Beneficiary.** The provisions of this Agreement are and will be for the benefit of Developer and Village only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement. The Village will not be liable to any vendor or other third party for any agreements made by Developer, purportedly on behalf of the Village, without the knowledge and approval of the Corporate Authorities.

**N. Recording.** The Village will record this Agreement against title to the Property, at the sole cost and expense of Developer, with the Cook County Clerk's Recording Division.

**O. Village Actions, Consents, and Approvals.** Unless otherwise provided in this Agreement, any action, consent, or approval needed to be taken or given under this Agreement by the Village may only be performed by the Village Manager or their designee, to the extent provided for by law.

**P. Counterpart Execution.** This Agreement may be executed in several counterparts, each of which is deemed to be an original but all of which will constitute one and the same instrument.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the Parties hereto have caused this instrument to be executed on the date first above written.

**ATTEST:**

Name: \_\_\_\_\_

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

**1818 PARTNERSHIP, LLC**, an Illinois limited liability company

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

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

**ATTEST:**

Village Clerk

[seal]

**VILLAGE OF NORTHBROOK**, an Illinois municipal corporation

Cara Pavlicek, Village Manager

## **ACKNOWLEDGEMENT**

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

This instrument was acknowledged before me on \_\_\_\_\_, 2025, by Cara Pavlicek, the Village Manager of the **VILLAGE OF NORTHBROOK**, an Illinois home rule municipal corporation, and the Village Clerk of said municipal corporation.

---

**Signature of Notary**

SEAL

My Commission expires:

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

The foregoing instrument was acknowledged before me on \_\_\_\_\_ 2025, by \_\_\_\_\_, the \_\_\_\_\_ of 1818  
Partnership, LLC, as their free and voluntary act in their capacity as \_\_\_\_\_ of said  
company for the uses and purposes herein.

---

### Signature of Notary

SEAL

My Commission expires:

## **LIST OF EXHIBITS**

<b>Exhibit A</b>	<b>Property Legal Description</b>
<b>Exhibit B</b>	<b>Final Plat of Consolidation</b>
<b>Exhibit C</b>	<b>Preliminary Engineering Plan</b>
<b>Exhibit D</b>	<b>Preliminary Landscape Plan</b>
<b>Exhibit E</b>	<b>Reserved</b>
<b>Exhibit F</b>	<b>Climate Action Plan</b>
<b>Exhibit G</b>	<b>Reserved</b>
<b>Exhibit H</b>	<b>Letter of Credit</b>
<b>Exhibit I</b>	<b>Transferee Assumption Agreement</b>
<b>Exhibit J</b>	<b>Consent and Subordination Agreement</b>
<b>Exhibit K</b>	<b>Insurance</b>

**EXHIBIT A**

**Legal Description for Property**

AN IRREGULAR TRACT OF LAND IN THE FIRST ADDITION TO SKOKIE HIGHLANDS BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON DECEMBER 20, 1927 AS DOCUMENT 9876346 AND CORRECTED BY DOCUMENT 9883569 DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF LOT 23 IN BLOCK 8 OF SAID FIRST ADDITION TO SKOKIE HIGHLANDS WITH THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE EDEN'S EXPRESSWAY; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE A DISTANCE OF 12.0 FEET FOR THE POINT OF BEGINNING; THENCE SOUTHWESTERLY ALONG A LINE 12 FEET NORTHWESTERLY OF AND PARALLEL WITH THE SOUTHEASTERLY LINE AND SAID SOUTHEASTERLY LINE EXTENDED WEST, OF LOTS 3 AND 23 IN BLOCK 8 OF FIRST ADDITION TO SKOKIE HIGHLANDS AFORESAID, A DISTANCE OF 227.93 FEET TO THE CENTER LINE OF VACATED HUMPHREY STREET, AS SHOWN ON PLAT OF FIRST ADDITION TO SKOKIE HIGHLANDS AFORESAID; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE A DISTANCE OF 12 FEET TO A POINT ON A LINE 16.30 FEET NORTHWESTERLY OF AND PARALLEL WITH THE SOUTHEASTERLY LINE AND SAID SOUTHEASTERLY LINE EXTENDED EASTERLY, OF LOT 6 IN BLOCK 7 OF FIRST ADDITION TO SKOKIE HIGHLANDS AFORESAID; THENCE SOUTHWESTERLY ALONG SAID PARALLEL LINE A DISTANCE OF 63 FEET TO A POINT ON A LINE 30 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE NORTHEASTERLY LINE OF BLOCK 7 OF FIRST ADDITION TO SKOKIE HIGHLANDS AFORESAID; THENCE SOUTHEASTERLY ALONG SAID PARALLEL LINE A DISTANCE OF 166.30 FEET TO THE SOUTHEASTERLY LINE OF LOT 9 IN BLOCK 7 OF FIRST ADDITION TO SKOKIE HIGHLANDS AFORESAID; THENCE SOUTHWESTERLY ALONG THE SAID SOUTHEASTERLY LINE, AND SAID SOUTHEASTERLY LINE EXTENDED WESTERLY OF LOT 9 IN BLOCK 7, A DISTANCE OF 125.03 FEET TO THE SOUTHWESTERLY LINE OF THE VACATED PUBLIC ALLEY LYING WESTERLY OF AND ADJOINING BLOCK 7 OF FIRST ADDITION TO SKOKIE HIGHLANDS AFORESAID; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE A DISTANCE OF 526.59 FEET TO ITS INTERSECTION WITH THE NORTHERLY LINE EXTENDED WESTERLY OF LOT 1 IN BLOCK 7 OF FIRST ADDITION TO SKOKIE HIGHLANDS AFORESAID; THENCE EASTERLY ALONG THE NORTHERLY LINE, AND SAID NORTHERLY LINE EXTENDED WESTERLY AND EASTERLY, OF LOT 1 IN BLOCK 7 AFORESAID, A DISTANCE OF 464.74 FEET TO ITS INTERSECTION WITH THE SOUTHWESTERLY RIGHT OF WAY LINE OF EDENS EXPRESSWAY; THENCE SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 142.25 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

P.I.Ns.: 04-13-107-021-0000 and 04-13-107-020-0000

Address: 1804-1818 Skokie Blvd, Northbrook, Illinois 60062

**EXHIBIT B**

**FINAL PLAT OF CONSOLIDATION**

FINAL PLAT OF CONSOLIDATION OF  
**1810 SKOKIE DEVELOPMENT**

BEING A SUBDIVISION OF PART OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 13,  
TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

P.I.N.:  
04-13-107-021-0000  
04-13-107-020-0000

**FOR REVIEW  
PURPOSES ONLY**

**SEND FUTURE TAX BILLS TO:**

**PREPARED FOR:**  
**NICHOLAS & ASSOCIATES, INC.**  
**1001 FEEHANVILLE DRIVE**  
**MOUNT PROSPECT, ILLINOIS 60056**

**Spaceco**  
Civil Engineering & Surveying  
Dedicated to the Environment

INDIA AND PAKISTAN, 1947-1948

FILENAME:

13730CONSOL-01

DATE:  
05/30/2025

JOB NO.

SHEET

100

1 OF 3

FINAL PLAT OF CONSOLIDATION OF  
**1810 SKOKIE DEVELOPMENT**

BEING A SUBDIVISION OF PART OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 13,  
TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

P.I.N.:  
04-13-107-021-0000  
04-13-107-020-0000

**FOR REVIEW  
PURPOSES ONLY**

**SEND FUTURE TAX BILLS TO:**

**PREPARED FOR:**  
**NICHOLAS & ASSOCIATES, INC.**  
**1001 FEEHANVILLE DRIVE**  
**MOUNT PROSPECT, ILLINOIS 60056**

BASIS OF BEARINGS:  
TRUE NORTH BASED ON GEODETIC  
OBSERVATION II, EAST ZONE

(M) - MEASURED

88 Seminary, IL - Morris, IL - Indiana 8805, IN

FILENAME:

DATE:  
05/30/2025

JOB NO.

SWEET

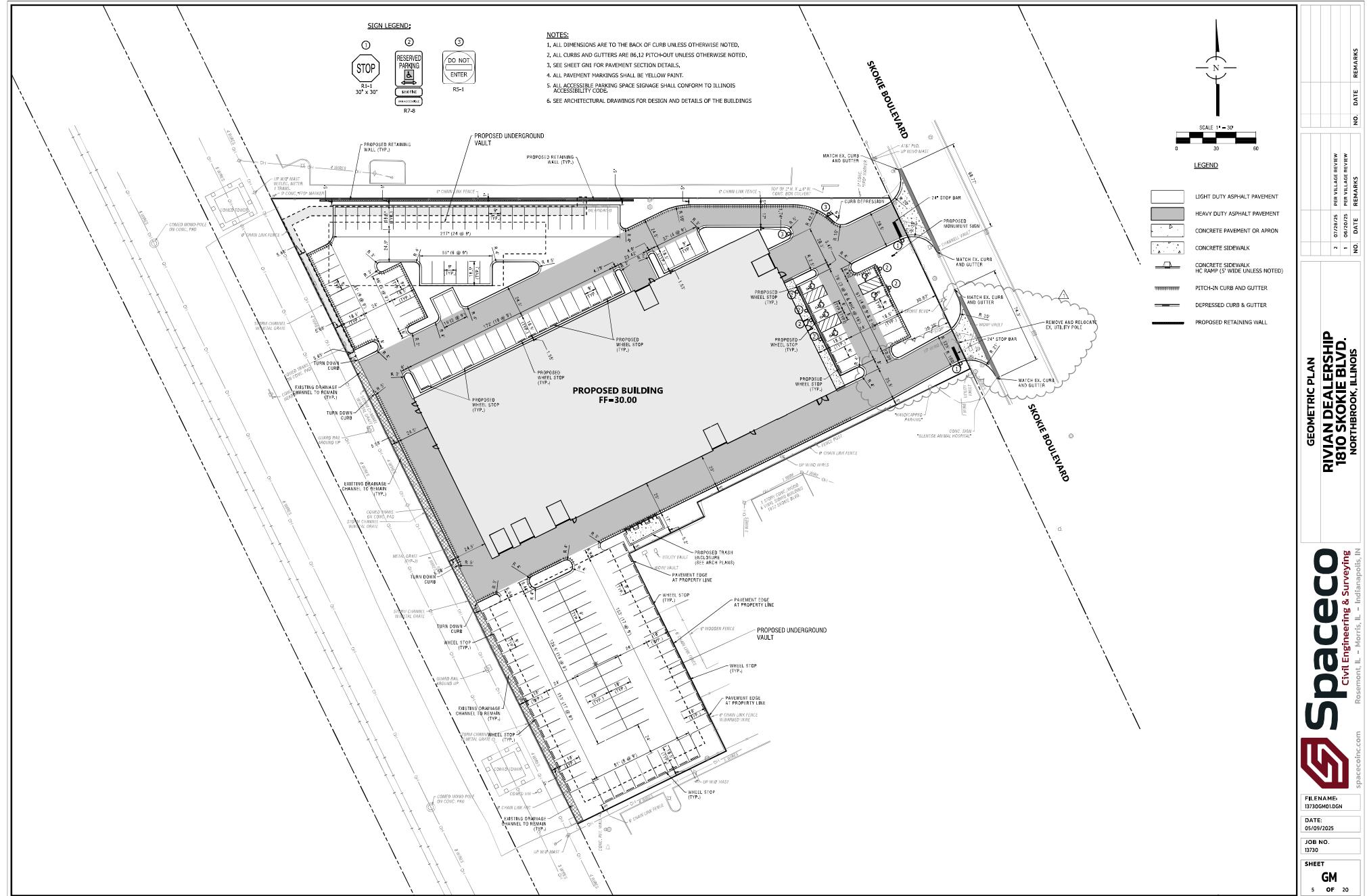
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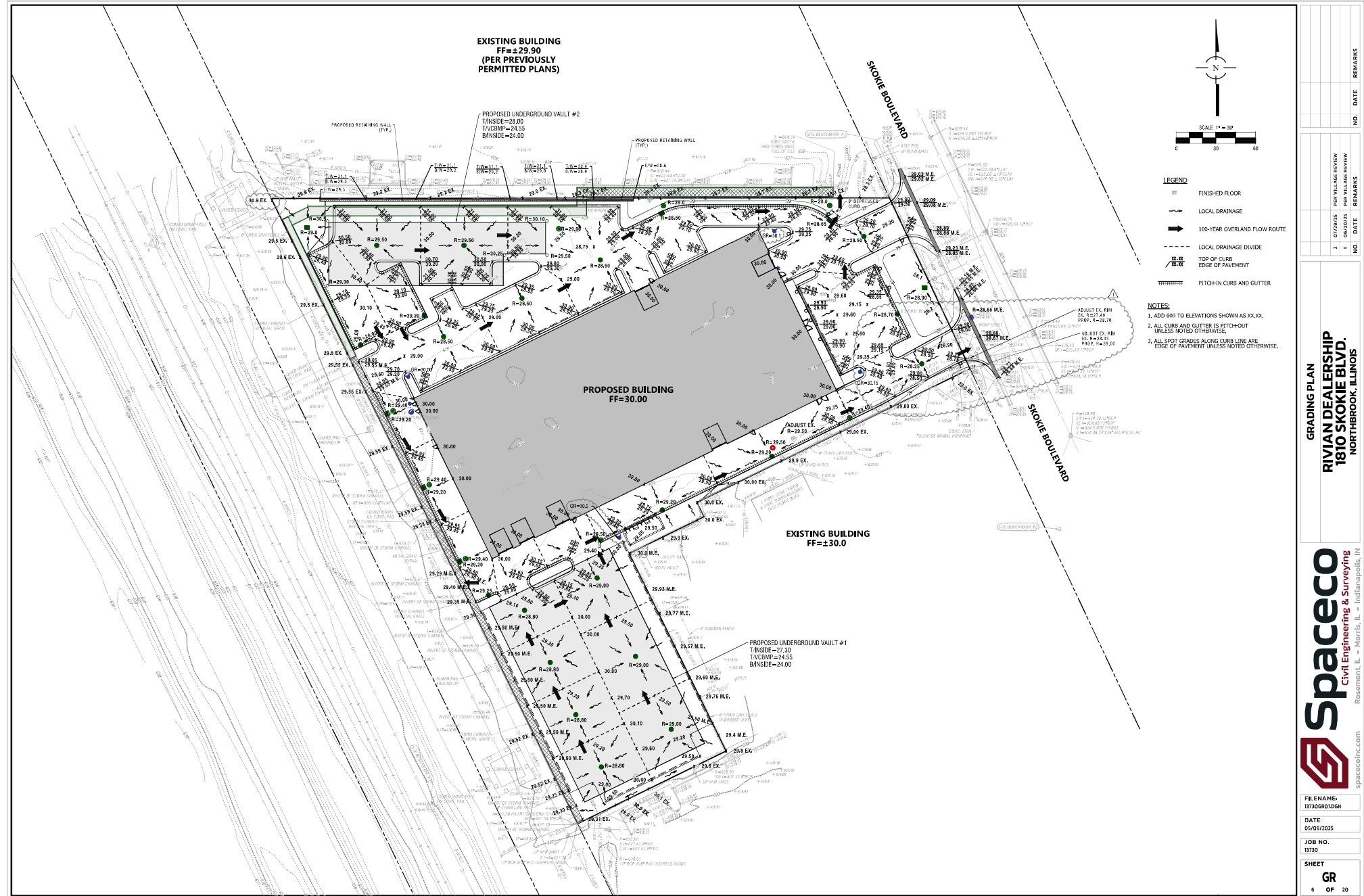
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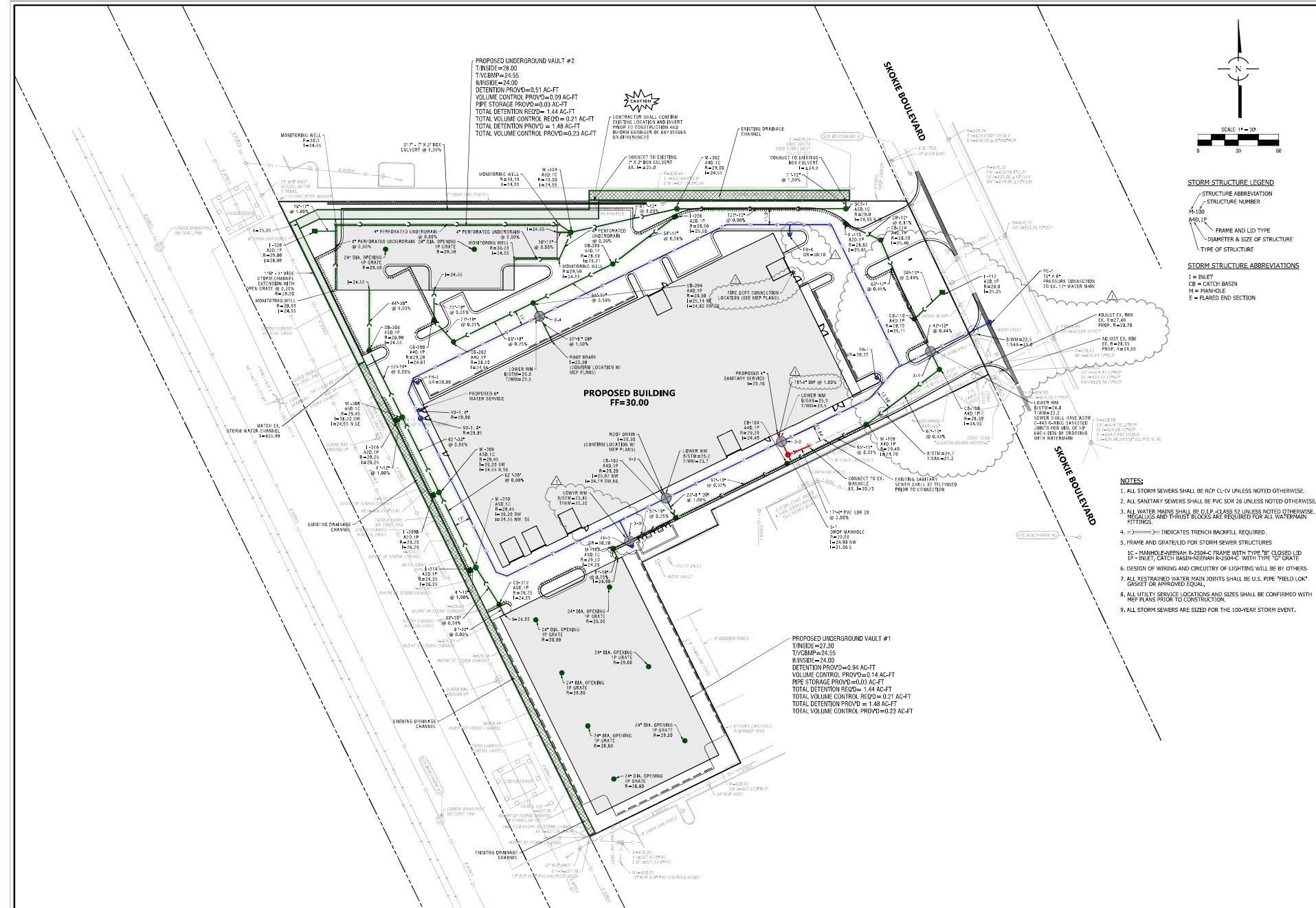


**EXHIBIT C**

**PRELIMINARY ENGINEERING PLAN**







**Spaceco**  
Civil Engineering & Surveying  
Rosemont, IL • Morris, IL • Indianapolis, IN  
[spacecoinc.com](http://spacecoinc.com)

8sem8rc, IL = M8H5, IL = M8H5, NI

**FILENAME:**

DATE:  
05/09/2025

**JOB NO.**

13730

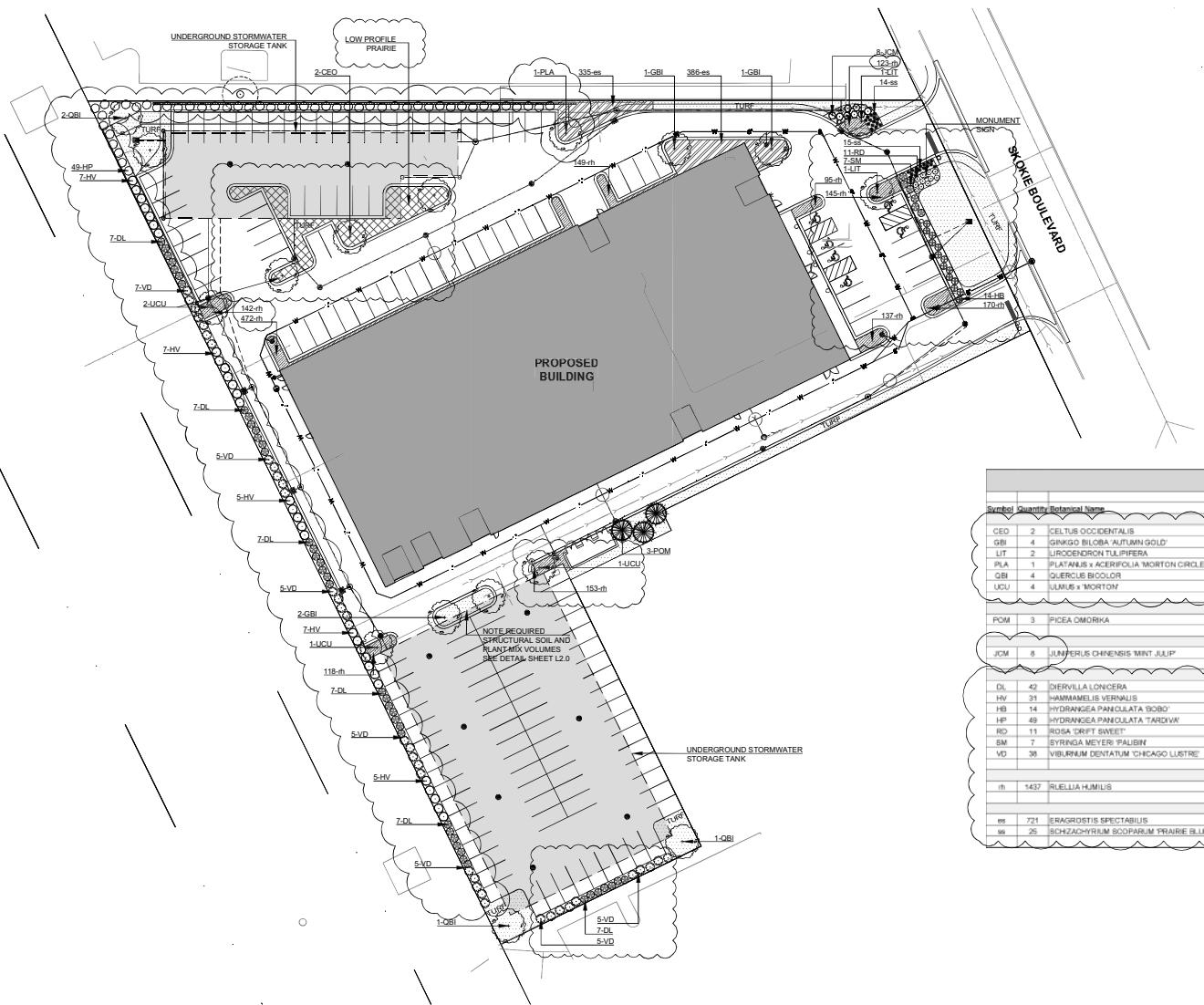
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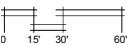
**EXHIBIT D**

**PRELIMINARY LANDSCAPING PLAN**



## OVERALL LANDSCAPE PLAN

SCALE: 1" = 30'-0"



Master Plant List						
Symbol	Quantity	Botanical Name	Common Name	Size	Origin	Notes
			Shade Trees			
CED	2	<i>CELTIS OCCIDENTALIS</i>	HACKBERRY	3' BB	NATIVE	
GDB	4	<i>GYROCARPA COCOA</i> 'GOLD'	GOLDEN GYR	7' BB	NATIVE	MALE SPEC. CH
GHT	2	<i>IRIS DODDII TULIPIFERA</i>	TULIPTREE	7' BB	NATIVE	
PLA	1	<i>PLATANUS X ACERIFOLIA 'MORTON CIRCLE'</i>	EXALATION LONDON PLANETREE	7' BB		
QBI	4	<i>QUERCUS BICOLOR</i>	SWAMP WHITE OAK	3' BB	NATIVE	
UCU	4	<i>ULMUS X MORTON</i>	ACCOLADE ELM	3' BB		
			Evergreen Trees			
POM	3	<i>PICEA OMORIKA</i>	SERBIAN SPRUCE	8' BB		
			Evergreen Shrubs			
JCM	8	<i>JUNIPERUS CHINENSIS 'MINT JUJU'</i>	MINT JUJU SPREADING JUNIPER	24" BB		
			Dwarf Shrubs			
DL	42	<i>DEINELIA LOMBARDA</i>	DWARF HORNBEAM	3 GAL	NATIVE	
HW	31	<i>HYDRANGEA VERNALIS</i>	VERNAL HYDRANGEA	4' BB	NATIVE	
HB	14	<i>HYDRANGEA PANICULATA 'BOB O'</i>	BOBO HYDRANGEA	5 GAL		
HP	49	<i>HYDRANGEA PANICULATA 'TARDIVIN'</i>	TARDIVA HYDRANGEA	30" BB		
RD	11	<i>ROSA 'DRIFT SWIFT'</i>	GROUNDCOVER ROSE	2 GAL		
SM	7	<i>SYRINGA MEYERI 'PAULII'</i>	DWARF KOREAN LILAC	24" BB		
VD	36	<i>VIBURNUM DENTATUM 'CHICAGO LUSTRE'</i>	CHICAGO LUSTRE ARROWWOOD VIBURNUM	48" BB	NATIVE	
			Groundcover			
rh	1437	<i>RUELLIA HUMILIS</i>	WILD PETUNIA	3" POTB	NATIVE	
			Grasses			
es	721	<i>ERAGROSIS SPECTABILIS</i>	PURPLE LOVEGRASS	1 GAL	NATIVE	
se	25	<i>SCIRZACHYRUM SOCIOPARUM</i> 'PRAIRIE BLUES'	LITTLE BLUESTEM	1 GAL	NATIVE	

**PARKING LOT ISLAND  
SOIL VOLUME**

<b>SINGLE ISLAND</b> (18' x 7.5')	
PLANTING MIX VOLUME:	C-U SOIL VOLUME:
280 CUBIC FEET	350 CUBIC FEET
<b>DOUBLE ISLAND</b> (36' x 7.5')	
PLANTING MIX VOLUME:	C-U SOIL VOLUME:
560 CUBIC FEET	700 CUBIC FEET

TO BE APPLIED TO ANY PARKING LOT ISLAND WITH A TREE  
SEE DETAIL 3/L2.0 & 4/L2.0 FOR NORTHBOK TREE PLANTING SPECIFICATION

date:	05-29-25	initial date:	06-26-25
job no.:	25190	revision description:	ISSUED FOR RENEWAL
drawn by:	CDP	ISSUED FOR PLANT CREAMENTS	MMT
checked by:	KMF	ISSUED FOR PLANT CREAMENTS	MMT
OVERALL LANDSCAPE PLAN PLANT LIST		RIVIAN NORTHBROOK	
		NORTHBROOK, ILLINOIS	
<b>Kathryn Taly</b> Landscape Architect 1926 Waukegan Road   Suite 240 Glenview, Illinois 60025 c: 847.652.5154   www.diamantelandscapes.com			
sheet no.	L1.0		

**EXHIBIT E**

**RESERVED**

**EXHIBIT F**

**CLIMATE ACTION PLAN**

## MEMORANDUM

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**To:** Plan Commission  
**From:** Kate Carney, Sustainability Coordinator  
**cc:** Amy McEwan, DPS Director  
**Date:** September 2, 2025  
**Subject:** PCD-25-08: 1804-1818 Skokie Rivian – Sustainability Addendum

Northbrook's Climate Action Plan (CAP) calls to foster sustainability and reduce 80% of community-wide carbon emissions by 2050 through strategic planning and action item implementation. With CAP adoption, development proposals are reviewed with respect to best environmental practices.

Village staff provided Sustainability Comments in response to all submittals for the proposed planned development solely regarding applicable measures from the CAP. Under each section are a list of Climate Action Plan items as they relate to the proposed development. Staff confirms the proposed project partially addresses CAP items requested of the Applicant.

Of the items presented to the Applicant 92% were fully realized according to CAP standards, to the extent detailed below in **italics**. **Staff comments noted in bold**.

### Transportation and Land Use

In the Transportation and Land Use section of the CAP, recommendations are made to enhance active mobility and fossil fuel-free transit:

TL 5-8 Confirm whether EV charging stations will be installed for patron use. If this will not be realized, consider including capabilities for future electric vehicle charging installation. This could include conduit, wiring, electrical service panels, and power capacity near parking areas, terminated in outlets or junction boxes to meet demand for at least 2 EV charging ports.

*Applicant response: Rivian will have EV stations available for Patron use*

TL 5-9 Identify and promote information on grants, incentives, and rebates available to the public for adoption of EV charging equipment and EV vehicles. Work with the Village to address barriers and educate residents about the benefits of EVs.

*Applicant response: Rivian staff and educational installations will be available inside the service center to help educate the public on EV benefits. The public is welcome to schedule demonstration drives to be educated on EV use.*

TL 7-1 The Village has enacted a nine-month ban on gas powered leaf blowers – ensure compliance on site.

*Applicant response: Rivian will work with landscape vendors and encourage use of non-gas powered leaf blowers.*

### Buildings and Energy

The Building Energy section of the CAP provides the following items pertaining to reducing our community-wide carbon footprint and preserving wildlife:

BE 2-1 Consider conducting a Solar PV Site Assessment. Assessment should include estimated installation cost, and projections for both energy generation potential and economic payback potential over a minimum

20-year timeframe. Based on the Solar PV Site Assessment, consider incorporating renewable energy installation to offset emissions generated from the development. Work with CPACE, Illinois Shines, or similar programs for incentives. If installation will not be realized, confirm reserved space for solar-ready roof zone and plan for structural design loads and electrical service to allow for future installation of a dual pole circuit breaker if possible.

**Please indicate whether development plans to investigate feasibility of onsite solar installation.**

*Applicant response: The owner will explore the feasibility of onsite solar installation. Please note the development is designing the roof trusses to accommodate the additional weight of potential future installation of solar panels.*

BE 2- 2 If the site is suitable, make the buildings solar ready.

**Please indicate whether development will make building solar ready if installation during construction period is not feasible.**

*Applicant response: The roof trusses have been designed to accommodate the additional weight of potential future installation of solar panels.*

BE 4- 1 Consider green power purchase options such as those provided by ComEd and Nicor.

**Please acknowledge if the development will consider utilizing green power purchase options for energy needs onsite.**

*Applicant response: The owner will explore and consider utilizing green power purchase for the development.*

BE 5- 1 Explore opportunities for the property to utilize smart lights that can save energy through conservation. Achieve 100% LED installation if possible.

*Applicant response: Typical light fixtures installed in Rivian projects are LED fixtures.*

BE 5- 2 Consider establishing a Green Building policy with clear energy efficiency goals.

*Applicant response: Sustainability is a fundamental concept at Rivian. Rivian advocates sustainable practices throughout all stages of design, from MEP design to furniture selection.*

BE 5- 4 Require purchase and installation of ENERGY STAR appliances when available.

**Please indicate whether ENERGY STAR or other energy efficient appliances will be utilized where possible.**

*Applicant response: The project will incorporate ENERGY STAR and other energy-efficient appliances where possible.*

BE 7- 2 Consider the benefits of replacing fossil fuel burning heating equipment with air-source heat-pumps, or other efficient electric heating options in development.

*Applicant response: This service center will be designed with electric heat.*

**Waste Management**

The CAP points to procedures that may facilitate waste reduction (with a goal of at least 50% landfill wasted diverted by 2030) in its Waste Management section:

WM 1- 1 Consider phasing out single-use products. This would apply to (but not limited to) bags (both paper and plastic), utensils, napkins, and take-out containers.

*Applicant response: Service centers have minimal single use products for staff and public.*

WM 2- 3 Reduce construction and demolition waste by ensuring that strong recycling and reuse

requirements are met for all building-related permits Village-wide. Required compliance with Cook County's construction and demolition requirements including waste management plans. Partner with Habitat, reuse, etc.

*Applicant response: GC will comply with recycling and reuse request throughout construction period.*

**WM 2- 5** Assure compliance with the Cook County Construction & Demolition Debris Diversion Ordinance and encourage contractors and subcontractors to exceed minimum requirements where applicable.

*Applicant response: GC will comply with debris diversion ordinance request throughout construction period.*

**WM 2- 7** Consider contracting recycling and compost collection services.

*Applicant response: Rivian will contract recycling and compost collection services.*

#### **Water and Wastewater**

In the Water and Wastewater category, the CAP states to prioritize mitigating stormwater before it enters the sewer system through multiple capture techniques:

**WW 1- 1** Consider landscaping practices that reduce water consumption and chemical use on site.

**Please consider for design/policies and respond.**

*Applicant response: All plant material has been specified based on its tolerance for drought and urban conditions.*

**WW 1- 2** Reduce landscaping water use with water-efficient irrigation systems, grass replacement, and planting native and drought-resistant trees and vegetation in landscaping plans.

**Please consider for design/policies and respond.**

*Applicant response: The use of drought-resistant and native plant material was considered in the planting plan design. Approximately 50% of the plant species specified on the plan are Native or Nativar varieties.*

**WW 1- 4** Consider utilizing water conservation programs that focus on outdoor irrigation, which may also support better identification of water-related carbon sequestering opportunities such as using soil amendments, native grasses and proper tree watering.

**Please consider for design/policies and respond.**

*Applicant response: Native grasses and groundcovers have been specified on this project.*

**WW 2- 1** Prioritize managing stormwater before it enters the sewer system through a combination of overland flow, detention, and infiltration strategies (for example, permeable surfaces) where feasible.

**Please explain how this has been considered in the stormwater plan.**

*Applicant response: Stormwater detention and infiltration is provided on site within the proposed underground storage systems. These systems have open bottoms to allow for water infiltration. Stormwater release from the site is restricted per the Village release rates.*

**WW 2- 3** Consider revegetation, tree preservation planting and maintenance, de-paving and porous pavement, green infrastructure like bioswales and Eco-roofs in site development.

**Please consider for design/policies and respond.**

*Applicant response: Stormwater detention and infiltration is provided on site within the proposed underground storage systems. These systems have open bottoms to allow for water infiltration. Stormwater release from the site is restricted per the Village release rates.*

**WW 3- 3** Reduce or offset impervious surfaces where possible, and consider use of lighter colored pavements and building materials to lessen the impact of urban heat island effect.

**Please consider for design/policies and respond.**

*Applicant response: The project will utilize a white roof membrane to reduce the impact of urban heat island effect.*

**Greenspace and Ecosystem Health**

The Plan's Greenspace category includes the following for expansion of tree canopy coverage, transforming beneficial lawns, and mitigation of heat island impacts:

GS 1- 12 Plan for diversity of native tree cover and performance-based tree island within landscaping plan and parking lots with goals on percentage of pavement shaded. Consider a mix of canopy trees, shrubs, groundcovers, and raingarden components appropriate to the lot and its surroundings in any new landscaping where possible.

**Please consider for design/policies and respond.**

*Applicant response: A mix of canopy trees, shrubs, groundcovers and native grasses and forbs have been specified for this plan with a special consideration of the canopy cover at the parking areas.*

GS 2- 5 Consider including exterior lighting design a policy to protect native plants, species, biodiversity, and improve night sky quality.

**Please consider for design/policies and respond.**

*Applicant response: All parking lot lighting fixtures will include cut-off shields and will be operated to prevent light spillover and sky-reflected glare in compliance with Village requirements.*

GS 2- 7 Consider eliminating neonicotinoids and reduce use of long-lasting chemical pesticides for landscaping.

**Please consider for design/policies and respond.**

*Applicant response: Neonicotinoids and long-lasting chemical pesticides use will be minimized.*

GS 4- 8 Consider utilizing shade and water absorbing trees and replacing turf landscaping with native prairie, wild flower, and savanna plantings.

**Please consider for design/policies and respond.**

*Applicant response: Native seed mixes have replaced traditional mowed turf areas in many places on this landscape plan.*

**Climate Economy**

The CAP's section on Climate Economy establishes how the economy is linked to the climate and climate change and outlines methods of resiliency in Northbrook's local economy:

CE 1- 2 Consider participation in the Village's Green Business Program.

*Applicant response: Owner will explore participating in the Village's Green Business Program.*

**EXHIBIT G**

**RESERVED**

**EXHIBIT H**  
**FORM LETTER OF CREDIT**

**IRREVOCABLE STANDBY LETTER OF CREDIT**

IRREVOCABLE LETTER OF CREDIT NO. \_\_\_\_\_ AMOUNT: \_\_\_\_\_

EXPIRATION DATE: \_\_\_\_\_ DATE OF ISSUE: \_\_\_\_\_

\_\_\_\_\_  
[Name of Bank]

\_\_\_\_\_  
[Address]

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

**WE HEREBY AUTHORIZE YOU TO DRAW AT SIGHT** on this Irrevocable Standby Letter of Credit No. \_\_\_\_\_ UP TO AN AGGREGATE AMOUNT OF \_\_\_\_\_ United States Dollars (\$\_\_\_\_\_ ) for account of \_\_\_\_\_ (the "**Customer**").

Drafts under this Letter of Credit shall bear upon their face the words:

"Drawn under \_\_\_\_\_  
Irrevocable Standby Letter of Credit No. \_\_\_\_\_ Dated: \_\_\_\_\_, \_\_\_\_\_"

Drafts may be for all or any portion of the amount of this Letter of Credit, and shall be in the form attached hereto as **Exhibit 1** and shall be accompanied by one of the following documents executed by the Village Manager or an individual designated as acting Village Manager:

(a) A written statement on the form attached hereto as **Exhibit 2** stating that, conditioned upon proper notice to the Village Manager, Letter of Credit No. \_\_\_\_\_ will expire within 35 days or less and that the Customer has failed to deliver to the Village Manager evidence of a renewal of Letter of Credit No. \_\_\_\_\_; or

(b) A written statement on the form attached hereto as **Exhibit 3** stating that all or any part of the improvements required to be constructed by the Customer at 1818 Skokie Boulevard, Northbrook, Illinois (the "**Property**") pursuant to the Development Agreement dated October \_\_, 2025 by and between the Village of Northbrook and 1818 Partnership, LLC (the "**Agreement**") have not been constructed in accordance with the Agreement or the Village's general ordinances, codes, or regulations; or

(c) A written statement on the form attached hereto as **Exhibit 4** stating that all or any part of the costs, payments, permit fees or other fees required to be paid to the Village by the Customer in conjunction with the redevelopment of the Property pursuant to the Agreement or the Village's general ordinances, codes, or regulations, have not been paid in the required time period; or

(d) A written statement on the form attached hereto as **Exhibit 5** stating that all or any portion of the maintenance, repair, or restoration of the property required to be performed by the Customer pursuant to and in accordance with the Agreement or the Village's general ordinances, codes, and regulations has not been performed; or

(e) A written statement on the form attached hereto as **Exhibit 6** stating that all or any portion of the Customer's undertakings pursuant to the Agreement have not been performed pursuant to and in accordance with the Agreement.

**WE HEREBY AGREE** with the beneficiary that:

1. Drafts drawn under and in compliance with this Letter of Credit shall be duly honored immediately upon presentation to us if presented on or before the above-stated Expiration Date or presented at our office together with the original of this Letter of Credit on or before that date. Further, one or more drafts may be presented at our office on or before the Expiration Date.

2. If, within three banking days after any draft drawn under this Letter of Credit is presented to us in conformance with the terms of this Letter of Credit, we fail to honor same, we agree to pay all attorneys' fees, court costs and other expenses incurred by the Village in enforcing the terms hereof.

3. This Letter of Credit shall expire on \_\_\_\_\_, 20\_\_\_\_, as stated hereinabove; provided, however, that we shall send notice to the Village Manager by certified mail, return receipt requested, or hand-delivered courier at least 35 days prior to said Expiration Date, that this Letter of Credit is about to expire.

4. In no event shall this Letter of Credit or the obligations contained herein expire except upon the prior written notice required herein, it being expressly agreed that the above expiration date shall be extended as shall be required to comply with the prior written notice required herein.

5. No consent, acknowledgment, or approval of any kind from the Customer shall be necessary or required prior to honoring any draft presented in conformance with the terms of this Letter of Credit.

6. The aggregate amount of this Letter of Credit may be reduced only upon receipt by us of a document executed by the Village Manager stating that such aggregate amount shall be reduced in an amount permitted by the Village's subdivision regulations because of the satisfactory completion of all or part of the improvements required to be constructed pursuant to the Agreement or the Village's general ordinances, codes, or regulations.

7. This Letter of Credit is irrevocable.

This Letter of Credit shall be governed by and construed in accordance with the Uniform Customs and Practices for ISP 98 of the International Chamber of Commerce (the "***Uniform Customs***"). In the event of a conflict between this Letter of Credit and the Uniform Customs, this Letter of Credit shall control. This Letter of Credit shall be deemed to be a contract made under the laws of the State of Illinois, including, without limitation, Article 5 of the Uniform Commercial Code as in effect in the State of Illinois, and shall, as to matters not governed by the Uniform Customs, be governed by and construed in accordance with the laws of the State of Illinois, without regard to principles of conflicts of law.

AS USED HEREIN, THE TERM "BANKING DAY" MEANS ANY DAY OTHER THAN A SATURDAY, SUNDAY, OR A DAY ON WHICH BANKS IN THE STATE OF ILLINOIS ARE AUTHORIZED OR REQUIRED TO BE CLOSED, AND A DAY ON WHICH PAYMENTS CAN BE EFFECTED ON THE FEDWIRE SYSTEM.

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[Signature of Bank Officer]

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[Signature of Bank Officer]

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[Officer's Title]

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[Officer's Title]

**EXHIBIT 1 TO FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT**

**FORM OF DRAFT**

[To Be Supplied/Revised by Issuing Bank]

To: [BANK NAME, ADDRESS, AND CONTACT PERSON]

Date:

Drawn under \_\_\_\_\_ Irrevocable Standby Letter of  
Credit No. \_\_\_\_\_ Dated: \_\_\_\_\_, 202\_.

Pursuant to the attached documentation, Village of Northbrook ("**Beneficiary**") hereby demands  
that \_\_\_\_\_ pay to the order of Beneficiary the  
amount of \$ \_\_\_\_\_, by wire transfer with the following instructions:

Bank Name:

Account Number:

ABA Routing Number:

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT 2 TO FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT**

To:  
Attn:

Re: Letter of Credit No. \_\_\_\_\_

Ladies and Gentlemen:

This is to advise you that Letter of Credit No. \_\_\_\_\_ dated \_\_\_\_\_, 202\_\_\_\_\_ in the amount of \$\_\_\_\_\_ will expire within 35 days or less and that \_\_\_\_\_ has failed to deliver to the Village Manager evidence of a renewal of Letter of Credit No. \_\_\_\_\_.

Very truly yours,

---

Village Manager

**EXHIBIT 3 TO FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT**

To:

Attn:

Re: Letter of Credit No. \_\_\_\_\_

Ladies and Gentlemen:

This is to advise you that all or any part of the improvements required to be constructed by the Customer (as that term is defined in the above-referenced Letter of Credit) pursuant to that certain Development Agreement dated October \_\_, 2025 by and between the Village of Northbrook and 1818 Partnership, LLC (the "**Agreement**") have not been constructed in accordance with the Agreement or the Village's general ordinances, codes, and regulations.

Very truly yours,

---

Village Manager

**EXHIBIT 4 TO FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT**

To:  
Attn:

Re: Letter of Credit No. \_\_\_\_\_

Ladies and Gentlemen:

This is to advise you that all or any part of the costs, payments, permit fees or other fees required to be paid to the Village by the Customer (as that term is defined in the above-referenced Letter of Credit) in conjunction with the redevelopment of property pursuant to that certain Development Agreement dated October \_\_, 2025 by and between the Village of Northbrook and 1818 Partnership, LLC or the Village's general ordinances, codes, or regulations, have not been paid in the required time period.

Very truly yours,

---

Village Manager

**EXHIBIT 5 TO FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT**

To:  
Attn:

Re: Letter of Credit No. \_\_\_\_\_

Ladies and Gentlemen:

This is to advise you that all or any part of the maintenance, repair or restoration required to be performed by the Customer (as that term is defined in the above-referenced Letter of Credit) pursuant to and in accordance with that certain Development Agreement dated October \_\_, 2025 by and between the Village of Northbrook and 1818 Partnership, LLC, or the Village's general ordinances, codes, and regulations, has not been performed.

Very truly yours,

---

Village Manager

**EXHIBIT 6 TO FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT**

To:  
Attn:

Re: Letter of Credit No. \_\_\_\_\_

Ladies and Gentlemen:

This is to advise you that all or any part of the undertakings of the Customer (as that term is defined in the above-referenced Letter of Credit) pursuant to that certain Development Agreement dated October \_\_, 2025 by and between the Village of Northbrook and 1818 Partnership, LLC (the "**Agreement**") have not been performed pursuant to and in accordance with the Agreement.

Very truly yours,

---

Village Manager

**EXHIBIT I**

**TRANSFeree ASSUMPTION AGREEMENT**

**THIS TRANSFeree ASSUMPTION AGREEMENT** is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the **VILLAGE OF NORTHBROOK**, an Illinois home rule municipal corporation ("Village"), **1818 PARTNERSHIP, LLC**, an Illinois limited liability company ("Developer") and \_\_\_\_\_, a \_\_\_\_\_ ("Transferee").

**WITNESSETH:**

**WHEREAS**, pursuant to that certain real estate sale contract dated \_\_\_\_\_, 20\_\_\_\_, the Transferee agreed to purchase from Developer certain real property situated in Cook County, Illinois and legally described in **Exhibit 1** attached to and, by this reference, made a part of this Agreement ("Property"); and

**WHEREAS**, following the conveyance of the Property by Developer, the Transferee will be the legal owner of the Property; and

**WHEREAS**, as a condition to the conveyance of the Property by Developer, the Village and Developer require that the Transferee agree to comply with all the terms, requirements, and obligations set forth in that certain Development Agreement, dated as of October \_\_, 2025, and recorded in the office of the Cook County Clerk's Recording Division on \_\_\_\_\_, 20\_\_\_\_, as Document No. \_\_\_\_\_, by and between the Village and Developer ("Development Agreement");

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

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

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

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

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

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

ATTEST:

Village Clerk

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

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

Its: Village Manager

ATTEST:

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

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

**1818 PARTNERSHIP, LLC**, an Illinois limited liability Company

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

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

ATTEST:

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

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

**[TRANSFeree],**  
a \_\_\_\_\_

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

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

ACKNOWLEDGMENTS

STATE OF ILLINOIS )  
                      )  
                      )      SS  
COUNTY OF COOK )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_, the Village Manager of the **VILLAGE OF NORTHBROOK**, an Illinois home  
rule municipal corporation, and by \_\_\_\_\_, the Village Clerk of said municipal  
corporation.

---

\_\_\_\_\_  
Signature of Notary

SEAL

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STATE OF ILLINOIS )  
 )  
COUNTY OF COOK ) SS

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ the \_\_\_\_\_ of **1818 PARTNERSHIP, LLC**, an Illinois limited liability company and by \_\_\_\_\_, the \_\_\_\_\_ of said \_\_\_\_\_.

---

**Signature of Notary**

SEAL

STATE OF ILLINOIS )  
 )  
COUNTY OF COOK ) SS

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_, the \_\_\_\_\_ of TRANSFEREE, and by \_\_\_\_\_, the  
\_\_\_\_\_, the \_\_\_\_\_ of said \_\_\_\_\_.

---

**Signature of Notary**

SEAL

**EXHIBIT 1 TO TRANSFeree ASSUMPTION AGREEMENT**

**PROPERTY LEGAL DESCRIPTION**

EXHIBIT J

**CONSENT AND SUBORDINATION AGREEMENT**

\_\_\_\_\_ (and its successors and assigns, “**Mortgagee**”), is the holder of a certain note made by \_\_\_\_\_ and secured by the following documents, each from \_\_\_\_\_ and recorded with the Cook County Clerk’s Recording Division as indicated below (collectively, the “**Mortgage**”):

**[DESCRIBE ALL APPLICABLE MORTGAGE AGREEMENTS, NOTES, AND OTHER RELATED DOCUMENTS, EACH BY DATE OF EXECUTION, DATE OF RECORDATION, AND RECORDED DOCUMENT NUMBER]**

Mortgagee hereby consents to the execution and recording of that certain Development Agreement, dated as of October \_\_\_, 2025, and recorded in the office of the Cook County Clerk’s Recording Division on \_\_\_\_\_, 20 \_\_\_, as Document No. \_\_\_\_\_, by and between the Village and Developer (“**Development Agreement**”), and hereby subjects and subordinates the Mortgage to the provisions of the Development Agreement.

IN WITNESS WHEREOF, Mortgagee has caused this Consent and Subordination Agreement to be signed by its duly authorized officer on its behalf on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_.

**MORTGAGEE:**

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

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

This instrument was acknowledged before me on \_\_\_\_\_, 20 \_\_\_, by  
the \_\_\_\_\_ of **MORTGAGEE**, a \_\_\_\_\_, and by  
\_\_\_\_\_, the \_\_\_\_\_ of said \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary

SEAL

**EXHIBIT K**  
**INSURANCE REQUIREMENTS**

Developer, and its contractors and subcontractors constructing the Development, must obtain and maintain insurance as set forth in this **Exhibit K**.

- A. **Worker's Compensation.** Worker's compensation insurance must be obtained with statutory coverage.
- B. **Employer's Liability.** Employer's liability insurance must be obtained with coverage limits not less than \$500,000 injury per occurrence, \$500,000 disease per employee, and \$500,000 disease policy limit.
- C. **Comprehensive Motor Vehicle Liability.** Comprehensive motor vehicle liability insurance must be obtained with a combined single coverage limit for bodily injury and property damage of not less than \$1,000,000 for vehicles owned, non-owned, or rented. All employees must be included as insureds.
- D. **Comprehensive General Liability.** Comprehensive general liability insurance must be obtained written on an "occurrence" basis and with coverage limits no less than \$2,000,000 for bodily injury and property damage with a combined single limit. Coverage must include a broad form property damage endorsement and a blanket contractual liability endorsement with express coverage of the indemnity provisions of the Agreement.
- E. **Method of Coverage.** Required insurance coverage may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis so that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover the loss.
- F. **Additional Insureds.** The following must be named as an additional insured on all policies except for worker's compensation and professional liability: Village of Northbrook, including its President, Board of Trustees, elected and appointed officials, officers, employees, agents, attorneys, and representatives.
- G. **Other Requirements.** All policies must be primary and noncontributory to coverage held by the additional insureds listed in Section G, offer the additional insured their choice of counsel and the right to conduct their own defense, and state that coverage applies in the State of Illinois.
- H. **Proof of Coverage.** Proof of adequate coverage and compliance with the requirements in this **Exhibit K** must be provided to the Village (1) prior to the Effective Date, (2) prior to the commencement of Development construction, and (3) upon Village request.