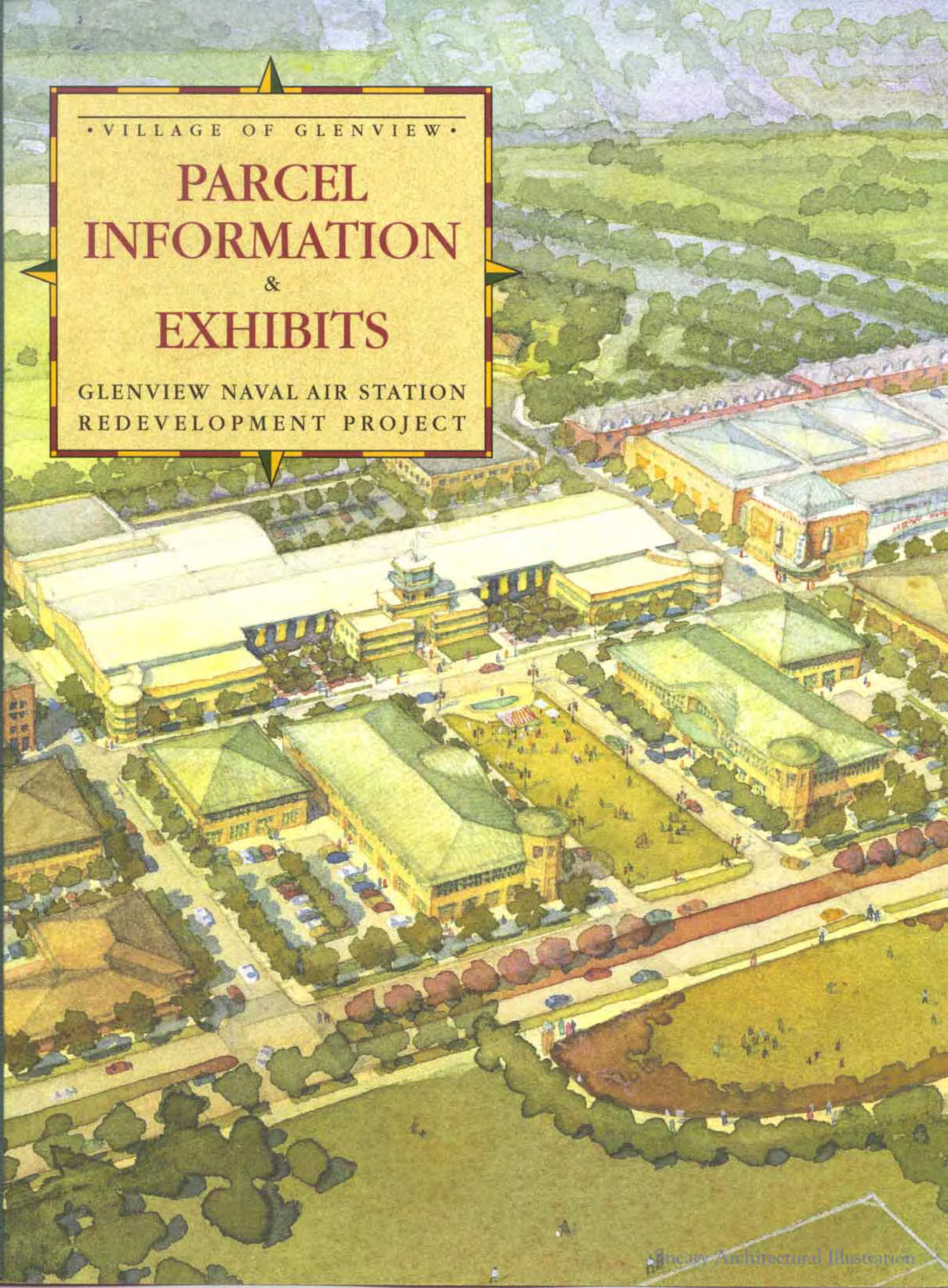


• VILLAGE OF GLENVIEW •

PARCEL INFORMATION & EXHIBITS

GLENVIEW NAVAL AIR STATION
REDEVELOPMENT PROJECT



Glenview
Naval Air Station Redevelopment Project

PARCEL INFORMATION AND EXHIBITS

**Section I:
Parcel Plans, Sites 1 - 23**

**Section II:
Exhibits**

1. Master Plan
2. Comprehensive Plan
3. Existing Conditions Site Plan
4. Land Transfer Schedule
5. Village Base Map
6. Aerial Photograph
7. Demographics
8. Inventory of Existing Structures
9. Hangar One Information
10. Buyer/Broker Certification Form
11. Summary Pricing Form
12. Financial Information Form
13. Proposer's Certification
14. Pre-Proposal Conference and Property Tour Notification Form
15. Purchase and Sale Agreement
16. Preferred Tenant List
17. List of Additional Documents

The Parcel Information and Exhibits booklet, is a companion to, and should be read in conjunction with, the Request for Proposals for development at the former Glenview Naval Air Station.

SECTION I

PARCEL PLAN INFORMATION

THE FOLLOWING SECTION PROVIDES DESCRIPTIONS OF PARCELS OFFERED FOR DEVELOPMENT AT THE FORMER GLENVIEW NAVAL AIR STATION (GNAS). THE VILLAGE OF GLENVIEW WILL NOT CONSIDER SUB-DIVIDING THE PARCELS AS OFFERED, THEREFORE PROPOSERS SHOULD SUBMIT PROPOSALS THAT ENCOMPASS THE ENTIRE PARCEL. THE VILLAGE WILL CONSIDER PROPOSALS THAT COMBINE PARCELS AND USES. BECAUSE THE VILLAGE IS SERVING AS MASTER DEVELOPER, AND IS LOOKING FOR DIVERSITY, IT DOES NOT ENCOURAGE PROPOSERS TO ACQUIRE ALL PARCELS.

GENERAL CONDITIONS FOR ALL PARCELS

Unless otherwise specified within the individual Parcel descriptions, the following shall apply to all Parcels offered for development at the former Glenview Naval Air Station (GNAS):

1. Electronic files for all Parcels and existing conditions are available through fulfillment houses. See Exhibit 17, List of Additional Documents, for more information.

2. While the Village contemplates working closely with the selected development teams, it should be clearly understood that the teams are expected to assume all the responsibilities normally expected of a purchaser undertaking a project of this scale elsewhere in Glenview. Accordingly, a team may propose refinements to the Village's parcel requirements if deemed necessary to respond to market and economic conditions. In addition, teams should be prepared to arrange for the delivery of all utilities and services, plan and implement the necessary infrastructure, secure all necessary permits and approvals, secure relationships with other purchasers or builders as appropriate, secure financing for all activities associated with this undertaking, and generally oversee all implementation efforts. Because the teams will be expected to satisfy the Village's normal standards of development, their respective budgets and proposals should contemplate the following:

a) Provision of all on-site utilities (water, sanitary sewer, gas, electric, telecommunications, storm sewer), working cooperatively with the applicable utility provider.

b) Provision of all external connections linking these utilities.

c) Placement of utilities underground according to the standards of the Village and other applicable utility companies.

d) Preparation of a demolition schedule and monetary guarantees for meeting that schedule.

e) Provision of all internal roads.

3. The Proposer/Purchaser shall be responsible for all planning, infrastructure and development within the parcel pursuant to a plan approved by the Plan Commission and the Village of Glenview Board of Trustees.

4. Any development on Parcels shall be governed by the Village's Zoning Ordinance, Subdivision and Engineering Guide, Building Codes, and the GNAS Master Plan and GNAS Design Guidelines Manual.

5. Gas, electric, and telecommunications services are provided by public utility companies and the Purchaser must work directly with those providers and bear all costs associated with infrastructure on the parcel.

6. The Village of Glenview will demolish and remove existing runways. All existing buildings, parking lots, foundations and utilities will be abandoned in-place. The Proposer must identify those buildings, parking lots, foundations and existing utilities which will be demolished or removed per the proposed development plan. The Village will either a) credit the Purchaser the cost of demolition and removal or, b) perform the demolition and removal identified in the development plan, at the sole discretion of the Village.

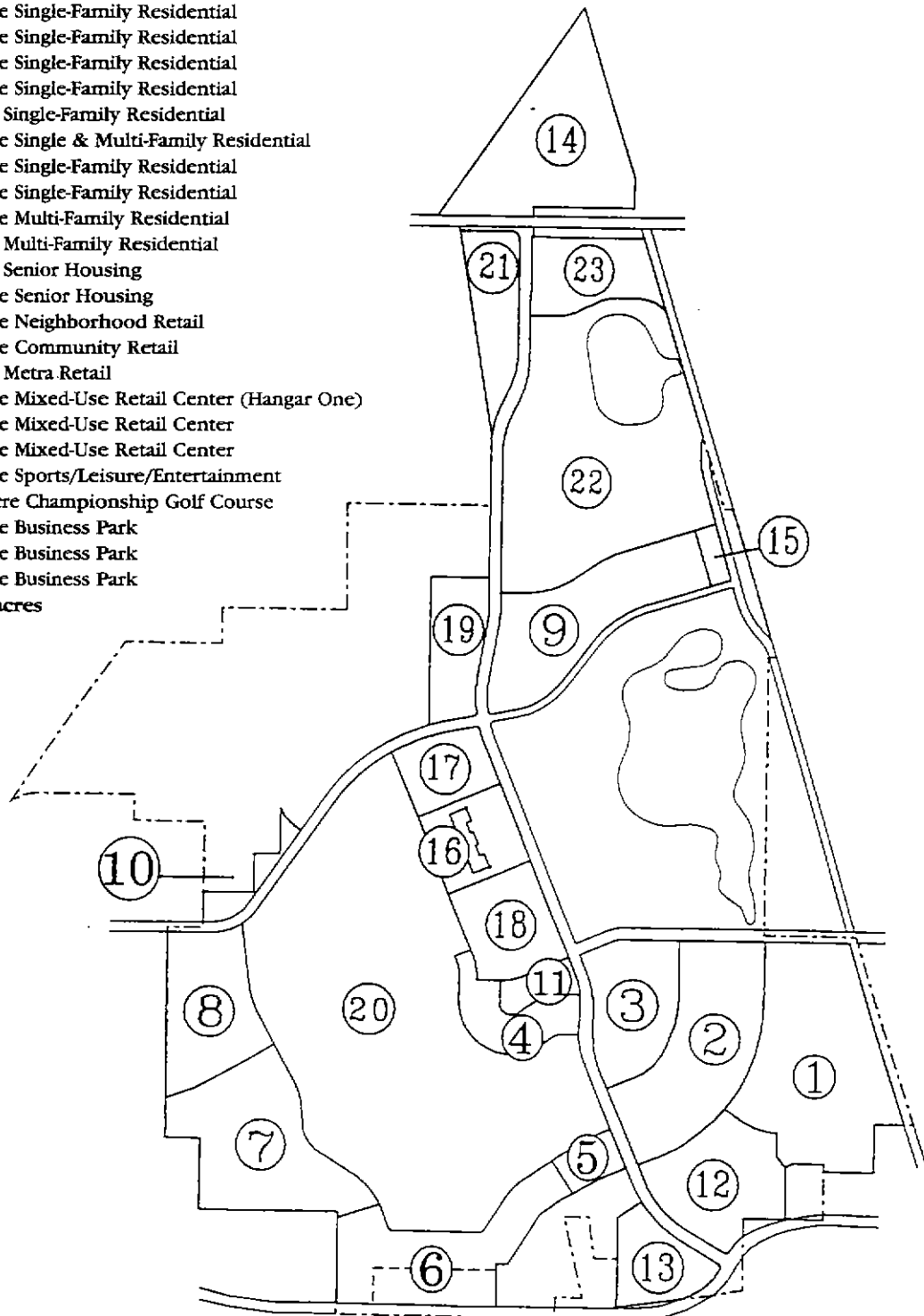
7. The Village of Glenview is developing all main-stem infrastructure which includes major roadways, stormwater transmission through piping to a central stormwater detention lake, underground sanitary, and water main utilities to serve the site.

Glenview

Naval Air Station Redevelopment Project

PARCEL SUMMARY AND KEY PLAN

Parcel 1	55.1 acre Single-Family Residential
Parcel 2	39.2 acre Single-Family Residential
Parcel 3	22.1 acre Single-Family Residential
Parcel 4	12.8 acre Single-Family Residential
Parcel 5	5.2 acre Single-Family Residential
Parcel 6	32.8 acre Single & Multi-Family Residential
Parcel 7	40.1 acre Single-Family Residential
Parcel 8	26.3 acre Single-Family Residential
Parcel 9	34.8 acre Multi-Family Residential
Parcel 10	4.7 acre Multi-Family Residential
Parcel 11	5.1 acre Senior Housing
Parcel 12	25.5 acre Senior Housing
Parcel 13	13.3 acre Neighborhood Retail
Parcel 14	41.8 acre Community Retail
Parcel 15	2.5 acre Metra Retail
Parcel 16	14.7 acre Mixed-Use Retail Center (Hangar One)
Parcel 17	12.3 acre Mixed-Use Retail Center
Parcel 18	18.6 acre Mixed-Use Retail Center
Parcel 19	15.1 acre Sports/Leisure/Entertainment
Parcel 20	179.2 acre Championship Golf Course
Parcel 21	15.4 acre Business Park
Parcel 22	80.0 acre Business Park
Parcel 23	17.1 acre Business Park
Total	713.7 acres



GENERAL CONDITIONS FOR ALL PARCELS

8. The improvement of the intersection of the new North-South Road and Willow Road is planned for Phase I of the infrastructure work performed by the Village, but the exact timing of completion of this intersection is dependent upon permits from IDOT and the Army Corps of Engineers.

9. For single and multi-family residential developments, driveway curb cuts along the North-South Road and Chestnut Avenue are prohibited. Furthermore, individual lot services connections for water, storm and sanitary to the main trunk infrastructure located in the North-South Road or Chestnut Road will not be permitted.

10. The Purchaser will be responsible for curb cut and right-of-way (ROW) repairs at existing or new ROWs.

11. For residential developments, tree and bush landscaping installation is required within 1 year of occupancy (on a per unit basis), per the following schedule:

<u>PRODUCT TYPE</u>	<u>MINIMUM VALUE PER UNIT INSTALLED</u>
S/L/E & Parcel 11	\$1,500
R-18 Multi-Family & Senior Housing	\$2,500
R-5 & R-6 Single-Family	\$3,000
R-4 Single-Family	\$4,000
R-1 Through R-3 Single-Family	\$5,000

12. Plantings must survive for 2 years or be replaced; breach of this requirement will create a lien on the property. In addition, builders must install trees along the parkway per Village Codes.

13. School District 34 and Glenview Park District donations are waived. Donations for Elementary School District 30, which affects the northern portion of Parcel 9 and High School District 225, which affects all residential parcels, remain in effect.

Electronic Data

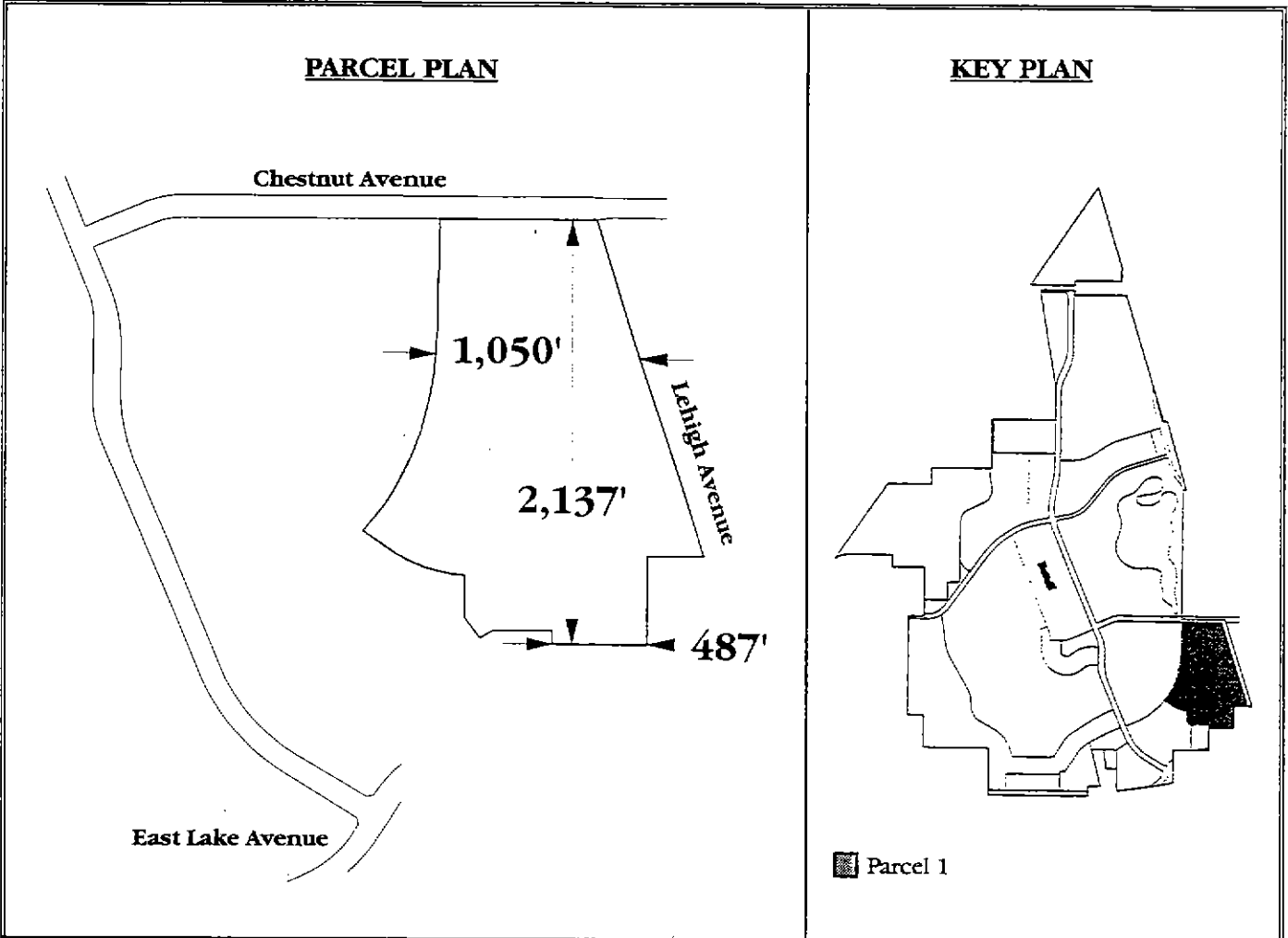
The Village of Glenview will provide digital data to the proposer for the sole purpose of creating site plans and drawings related to redevelopment of the project commonly referred to as Glenview Naval Air Station. The Village customarily uses this data for master planning the Glenview Naval Air Station site. Road and infrastructure survey data were gathered over a period of years and use a modified Illinois state plane coordinate system.

The Village has developed this data as a special product and makes no claims as to the reliability of the original data collection process and is not responsible for inaccuracies that may have occurred due to errors in the original data input or undetectable errors due to electronic transfer of the data from system to system or system to disk. The proposer agrees that it will at all times indemnify and hold the Village of Glenview and its officers and employees harmless and free and clear of any liability arising from any act or omission regarding the data or the use thereof.

In providing data, the Village assumes no obligation to assist the bidder in the use of the data. The Village makes no claim as to its accuracy and assumes no responsibility for its positional or content accuracy.

Glenview
Naval Air Station Redevelopment Project

PARCEL 1 - 55.1 ACRE SINGLE FAMILY RESIDENTIAL



PROPOSED LAND USE

The Village of Glenview offers Parcel 1 for development as a mix of low density and moderate density single-family neighborhoods. This Parcel is located in the southeastern section of the site with immediate access to Lehigh Road and Chestnut Avenue. The Parcel offers excellent access to the Great Park and lake, the Park District Recreation Center, the new Metra Station, and the existing downtown of Glenview. This Parcel must include a stormwater detention facility of approximately 10 acres.

PARCEL SUMMARY

Total Area (including 10-acre detention facility)	55.1 acres
Allowable Zoning	R-4, R-5 & R-6
Date Available	Immediately
Planned Density	Per zoning
Access	Lehigh Road & Chestnut Avenue
Existing Use	Runway, swale and open space
Adjacent GNAS Parcels	Parcels 2,12, Rugen Pump Station and the Great Park

ADDITIONAL REQUIREMENTS AND EVALUATION CRITERIA

PLANNING & DESIGN

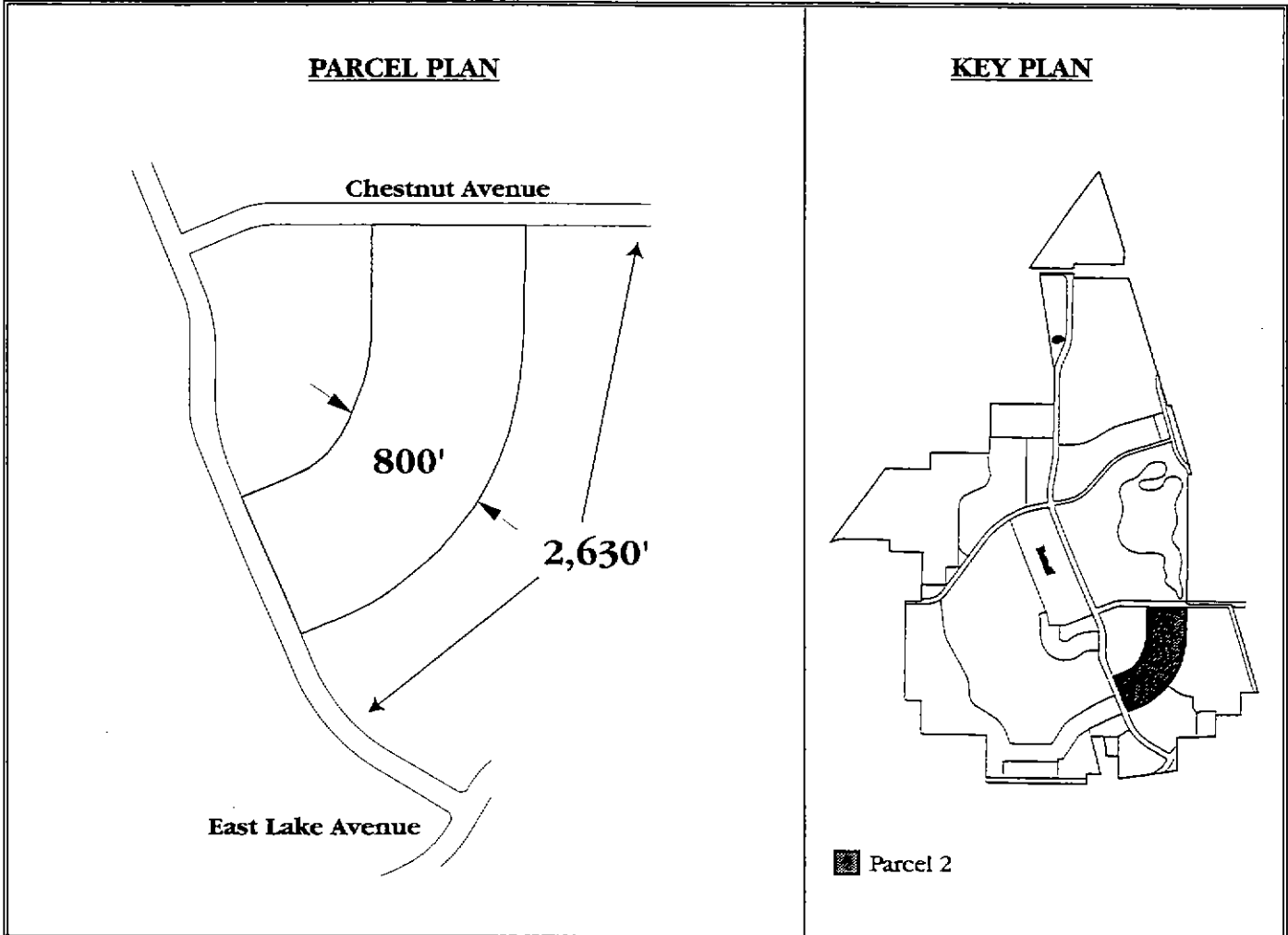
1. The mix of lot sizes should include 50 R-6 density lots, 50 R-5 density lots, and the balance R-4 density lots. The intent of the R-6 zoning district is to broaden the mix of housing available and to expand accessibility of housing to first-time home buyers, without sacrificing planning and design quality. A creative site design is encouraged.
2. R-6 lot locations must be adjacent to a) Lehigh Avenue, b) the off-site multi-family housing along the south-east boundary, and/or c) the Rugen Pumping Station. To limit the massing on an R-6 lot, a maximum floor-to-area ratio of .4 will be enforced. NOTE: The R-6 zoning category cannot be found in the Village's Zoning Ordinance at this time; the Village intends to adopt an R-6 zoning category prior to proposal submissions. See the Design Guidelines Manual for the bulk requirements.
3. Lot orientations along Chestnut Avenue must face Chestnut Avenue. Should alleys be planned, a minimum 20 foot right-of-way is required. Alleys serving homes should align with other alleys in adjacent Parcels. Alleys may be dedicated to the Village
4. The residential neighborhood must include one (1) access road to Lehigh and a minimum of one (1) aligned east-west road with Parcel 2.
5. A diversity of housing product type that offers prices for a wide range of buyers, including first-time buyers, will be viewed favorably.
6. A street grid that promotes pedestrian traffic through the neighborhood to the Great Park and Parcel 2 is preferred. See the rendered Master Plan in the RFP Brochure for illustrative purposes.
7. A site plan that uses the detention facility as a buffer to Lehigh Avenue, and also as a neighborhood park, is preferred. This area will be deeded back to the Village.

INFRASTRUCTURE

8. Storm Drainage: The purchaser must construct a stormwater detention facility of approximately 15 acre-feet within the Parcel to replace the basin. This detention facility will serve Parcel 1, 12, 13, the post office site, pump station, and the public works campus west of Parcel 13. In addition, the detention facility will "pass through" storm flows from off-base areas south and west of the air station site. The detention facility needs to discharge to the South Navy Ditch. Detention sizing and discharge rates will need to conform to Village and MWRDGC requirements. The drainage system for Parcel 1 needs to be sized to accept a peak flow rate of up to 75 MGD from Parcel 12, other air station Parcels, and off-base areas upstream.
9. The purchaser will be entitled to recapture a proportionate amount (based upon impervious area) of the cost of the detention facility, storm sewer pipe, and filling and compacting of the swale and basin from the following Parcels: 12, 13 and the Post Office. The purchaser shall fill and compact the existing swale and basin for future development of the storm sewer installations.
10. Sanitary Service: Sanitary flows should be routed to the Village sewer along Chestnut Avenue. The sanitary sewer network within the Parcel should be sized to accept a peak flow of up to 0.3 MGD from Parcel 12 and the Rugen pump station site.
11. Potable Water: The local potable water network within the Parcel should be connected to Village mains along Lehigh and Chestnut, and the local networks serving Parcels 2 and 12.

PARCEL 1 - 55.1 ACRE SINGLE FAMILY RESIDENTIAL

Glenview
Naval Air Station Redevelopment Project



PROPOSED LAND USE

The Village of Glenview offers Parcel 2 for development as low density single-family neighborhood. This Parcel is located in the southeastern section of the site with immediate access to the new North-South Road and Chestnut Avenue. The Parcel offers excellent access to the Great Park and lake, the Park District Recreation Center, the new Metra Station, and the Mixed-Use Retail Center at the center of the site. Furthermore, this Parcel will feature a linear park with residential frontage and a trail linking the Great Park and southwestern residential neighborhoods. Frontage along the new North-South road, which is designed as a grand boulevard, offers home sites that are reminiscent of those along Sheridan Road in Winnetka and Wilmette, IL.

PARCEL SUMMARY

Total Area	39.2 acres
Allowable Zoning	R-4
Date Available	Immediately
Planned Density	Per zoning
Access	North-South Road and Chestnut Avenue
Existing Use	Runway, swale and open space
Adjacent GNAS Parcels	Parcels 1, 3, 5, 12, 20 and the Great Park

ADDITIONAL REQUIREMENTS AND EVALUATION CRITERIA

PLANNING & DESIGN

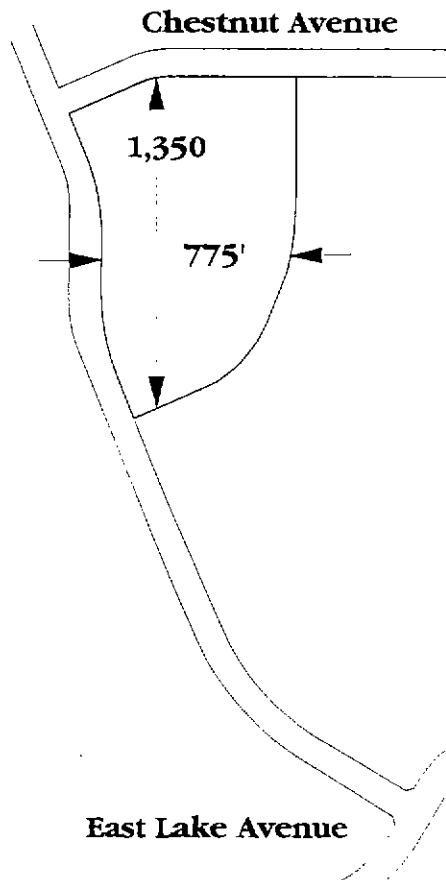
1. A minimum of 20% of the lots should have a 65-foot or less width, and a minimum of 20% of the lots should have an 85-foot or greater width.
2. The purchaser must create a landscaped 3 to 4 acre linear park with a suggested width of 80 feet that provides a trailway linking the Great Park to Parcel 5. This park must have a minimum of one (1) street crossing. This park will be deeded back to the Village of Glenview. Please see the Master Plan and Design Guidelines Manual for cross-section detail.
3. Lot orientations along the North-South Road across from either the golf course or single family lots must face the North-South Road. This same requirement applies to all lot orientations along Chestnut Avenue. Should alleys be planned, a minimum 20 foot right-of-way is required. Alleys serving homes should align with other alleys in adjacent Parcels. Alleys may be dedicated to the Village.
4. This residential neighborhood must include a minimum of one (1) aligned road to Parcels 1, 3 and 12. Additionally, a road alignment across the North-South Road connecting to Parcel 5 and a road alignment connecting to the Great Park are required. See the rendered Master Plan for illustrative purposes.
5. A diversity of lot configurations and housing product type that offers prices for a range of buyers will be viewed favorably.
6. A street grid that promotes pedestrian traffic through the neighborhood to the Great Park, the North-South Road and Parcels 1, 3 and 12 is preferred. See the rendered Master Plan for illustrative purposes.
7. Incorporation of traditional neighborhood design, perhaps along the linear park, is encouraged.
8. Lot orientations along the main-stem roads that promote front doors facing the main-stem roads are required.

INFRASTRUCTURE

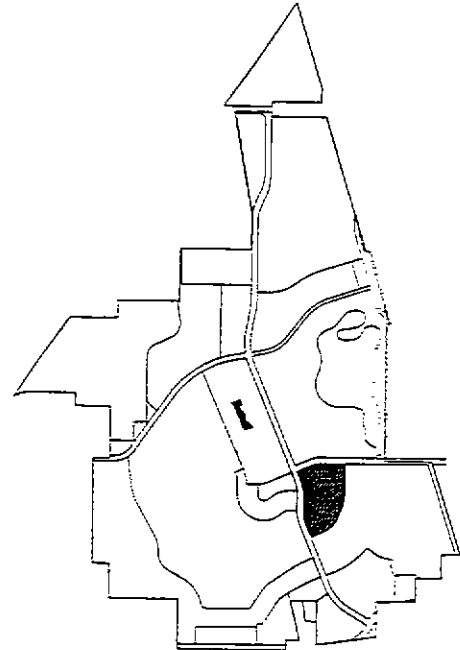
9. Sanitary Service: Sanitary flows should be routed to the Village sewer along Chestnut Avenue. The sanitary network serving Parcel 2 will not receive flows from other Parcels.
10. Potable Water: The local potable water network within the Parcel should be connected to Village mains along the North-South Road, Chestnut, and the local networks serving Parcels 1, 3, and 12.
11. Storm Drainage: Storm water detention for Parcel 2 is provided in the lake. The storm drainage network within the Parcel should connect to the Village storm sewer along Chestnut Avenue. The storm network within Parcel 2 will not receive flows from other Parcels.

Glenview
Naval Air Station Redevelopment Project

PARCEL PLAN



KEY PLAN



■ Parcel 3

PROPOSED LAND USE

The Village of Glenview offers Parcel 3 for development as a mixed low and moderate density single-family neighborhood. This Parcel is located in the southeastern section of the site with immediate access to the new North-South Road and Chestnut Avenue. The Parcel offers excellent access to the Great Park and lake, the Park District Recreation Center, the new Metra Station, and the Mixed-Use Retail Center at the center of the site. Frontage along the new North-South road, which is designed as a grand boulevard, offers home sites that are reminiscent of those along Sheridan Road in Winnetka and Wilmette, IL.

PARCEL SUMMARY

Total Area	22.1 acres
Allowable Zoning	R-4 & R-5
Date Available	Immediately
Planned Density	Per zoning
Access	North-South Road and Chestnut Avenue
Existing Use	Runway, swale and open space
Adjacent GNAS Parcels	Parcels 2, 4, 11, 20 and the Great Park

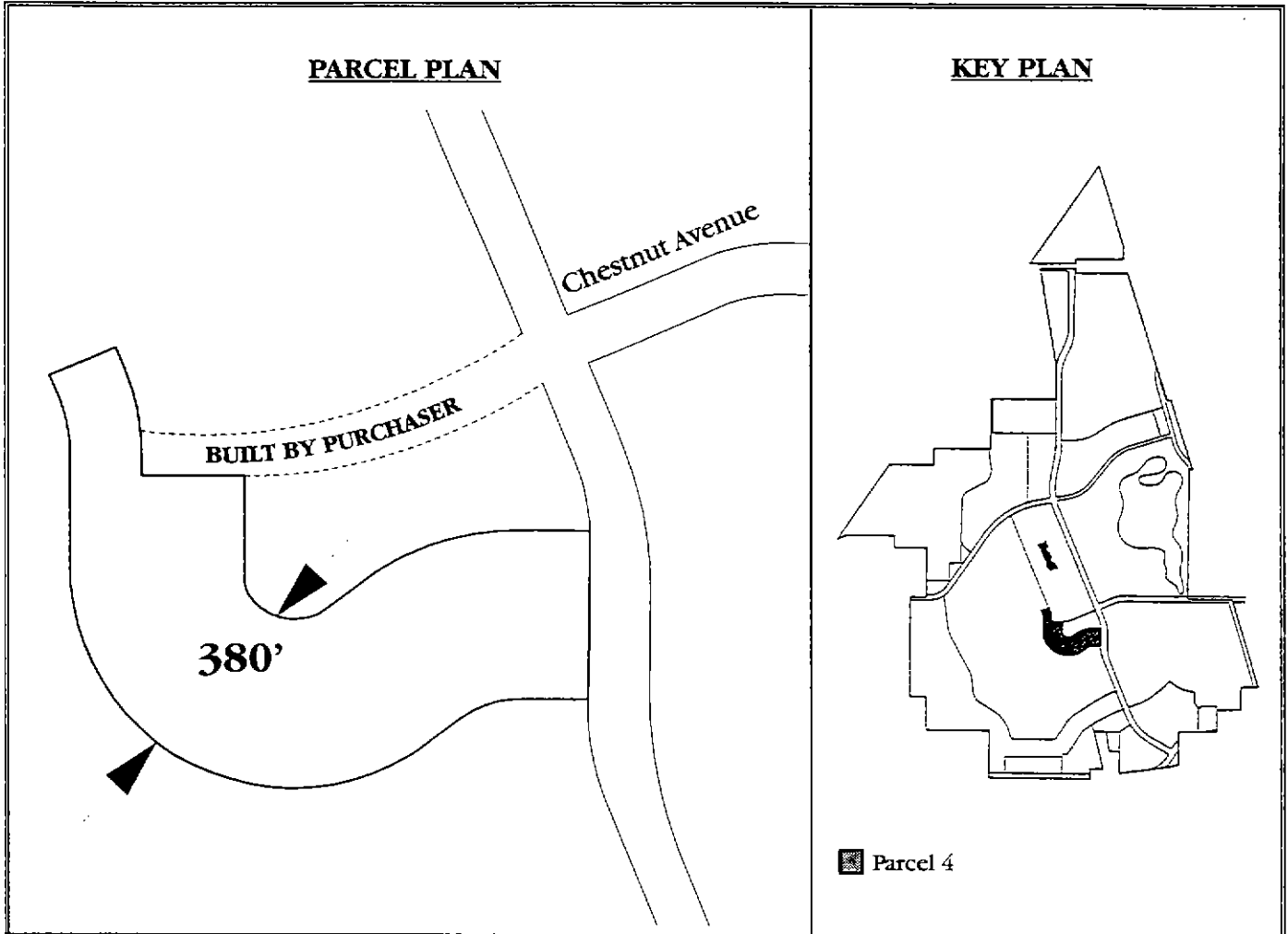
ADDITIONAL REQUIREMENTS AND EVALUATION CRITERIA

PLANNING & DESIGN

1. A mix of low and moderate density single-family dwelling units, with lots sizes at 8,712 square feet or greater is desired. Approximately 50% of the proposed lots should be under 9,600 square feet.
2. Lot orientations along the North-South Road (across from the golf course or single family lots) must face the North-South Road. This same requirement applies to all lot orientations along Chestnut Avenue. Should alleys be planned, a minimum 20 foot right-of-way is required. Alleys serving homes should align with other alleys in adjacent Parcels. Alleys may be dedicated to the Village.
3. This residential neighborhood must include a minimum of one (1) aligned road to Parcel 2, the North-South Road, and Chestnut Avenue. See the rendered Master Plan for illustrative purposes.
4. A diversity of lot configurations and housing product type that offers prices for a range of buyers will be viewed favorably.
5. A street grid that promotes pedestrian traffic through the neighborhood to the Great Park, the Mixed-Use Retail Center at the center of the site, the North-South Road and Chestnut Avenue, and Parcel 2 is strongly encouraged. See the rendered Master Plan for illustrative purposes.

INFRASTRUCTURE

6. Sanitary Service: Sanitary flows should be routed to the Village sewer along Chestnut Avenue. The sanitary network serving Parcel 3 will not receive flows from other Parcels.
7. Potable Water: The local potable water network within the Parcel should be connected to Village mains along the North-South Road and Chestnut Avenue, and the local network in Parcel 2.
8. Storm Drainage: Storm water detention for Parcel 3 is provided in the lake. The storm drainage network within the Parcel should connect to the Village storm sewer along Chestnut Avenue. The storm network within Parcel 3 will not receive flows from other Parcels.



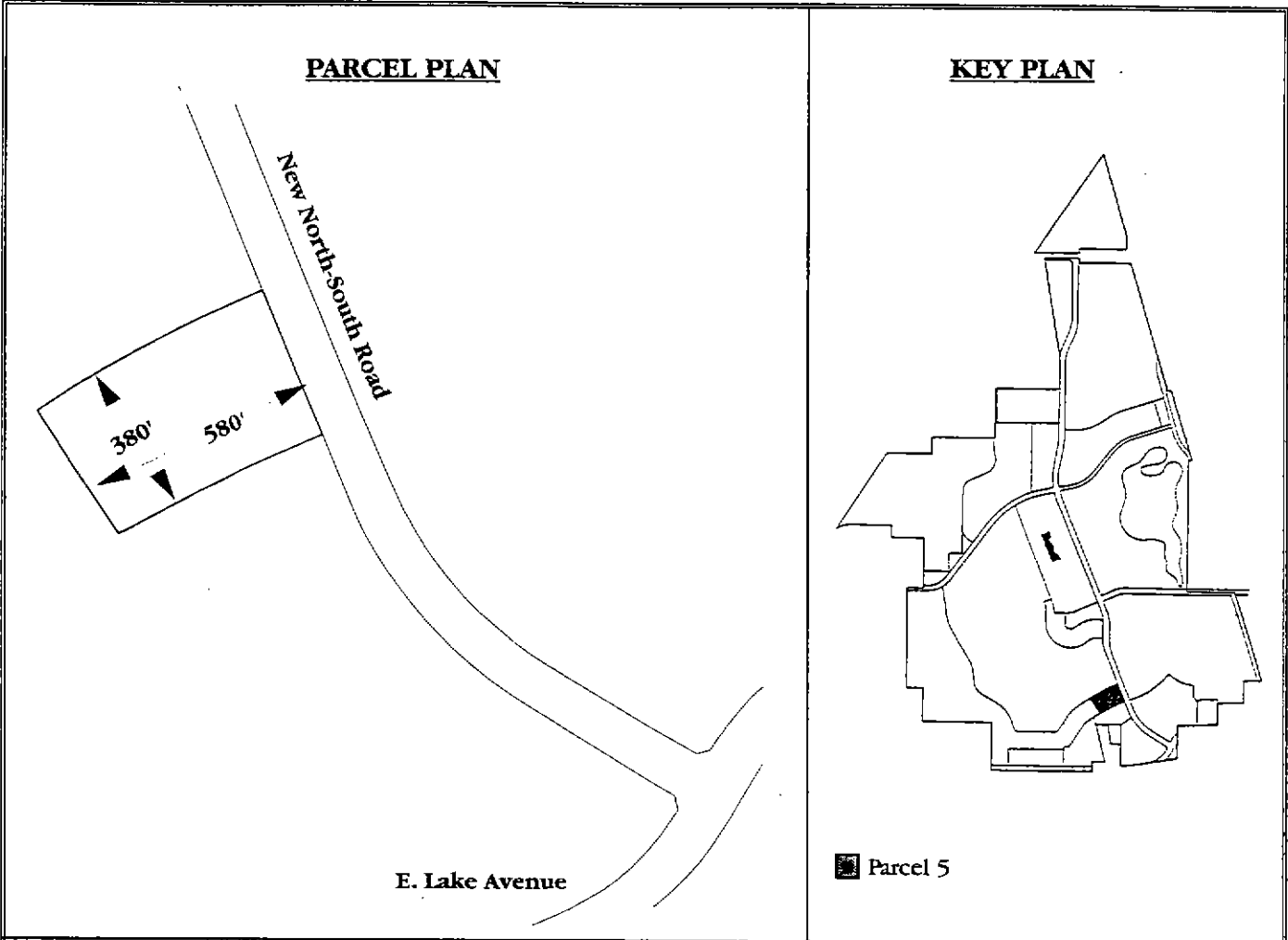
PROPOSED LAND USE

The Village of Glenview offers Parcel 4 for development as a mixed low and moderate density single-family neighborhood. This Parcel is located adjacent to the east side of the championship golf course and immediately south of the Mixed-Use Retail Center, with immediate access to the new North-South Road. Frontage along the golf course offers high-end product opportunities. The Parcel offers excellent access to the Great Park and lake, the Park District Recreation Center, the new Metra Station, and the Mixed-Use Retail Center at the center of the site.

PARCEL SUMMARY

Total Area	12.8 acres
Allowable Zoning	R-4, R-5; Planned Development
Date Available	Immediately
Planned Density	Per Zoning
Access	North-South Road and Chestnut Avenue
Existing Use	Runway, swale and open space
Adjacent GNAS Parcels	Parcels 3, 11, 18 & 20

Glenview
Naval Air Station Redevelopment Project



PROPOSED LAND USE

The Village of Glenview offers Parcel 5 for development as a low density single-family neighborhood. This Parcel is located adjacent to the southeast side of the championship golf course and north of the post office, with immediate access to the new North-South Road. Frontage along the golf course offers high-end product opportunities. The Parcel offers excellent access to the Great Park and lake, the Park District Recreation Center, and the new Metra Station via the linear park in Parcel 2.

PARCEL SUMMARY

Total Area .....	.5.2 acres
Allowable Zoning .....	.R-3 & R-4
Date Available .....	.Immediately
Planned Density .....	.Per zoning
Access .....	.North-South Road
Existing Use .....	.Golf-driving range, parking lot and open space
Adjacent GNAS Parcels .....	.Parcels 2, 6, 20 & Post Office

ADDITIONAL REQUIREMENTS AND EVALUATION CRITERIA

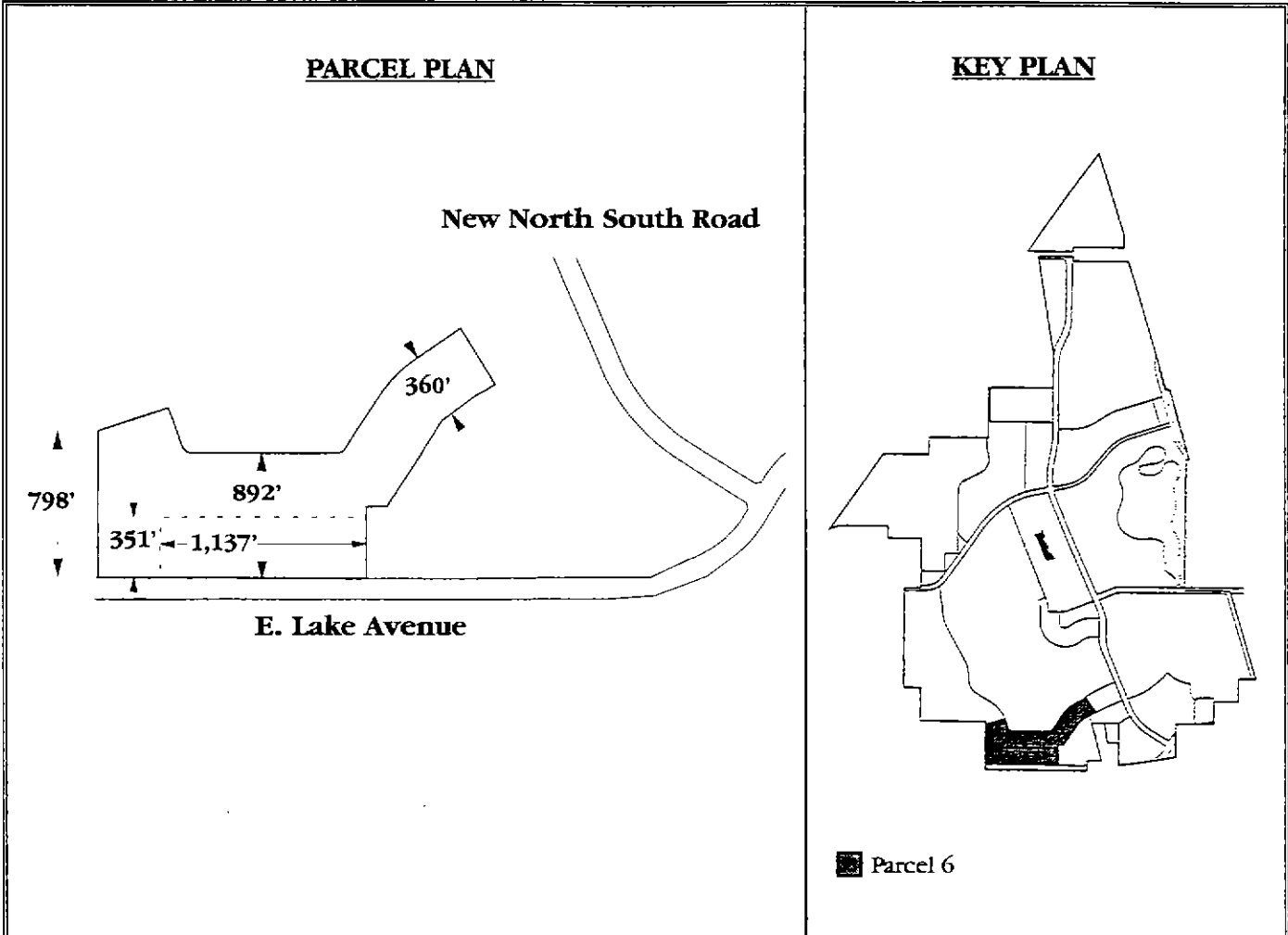
PLANNING & DESIGN

1. This residential neighborhood must include a minimum of one (1) access road to the North-South Road and Chestnut Avenue. See the rendered Master Plan for illustrative purposes.
2. The site plan should contemplate a mix of dwelling types that are compatible with the high-density senior housing adjacent in Parcel 11 while capitalizing on golf course frontage and proximity.

INFRASTRUCTURE

3. The purchaser must install a roadway, utilities and lighting as an extension of Chestnut Avenue along the entire south boundary of Parcel 18. The purchaser will be entitled to recapture 75% of the cost of those improvements from Parcels 11 and 18. See the rendered Master Plan for a conceptual drawing of this roadway.
4. Sanitary Service: Sanitary flows should be routed to the sewer along the North-South Road. The sanitary network serving Parcel 4 should be sized to receive a peak flow of up to 0.2 MGD from Parcel 20.
5. Potable Water: The local potable water network within the Parcel should be connected to Village mains along the North-South Road and the 6-inch main required to be installed within the roadway along the south/west boundary of Parcel 18.
6. Storm Drainage: Storm water detention for Parcel 4 is provided in the lake. The storm drainage network within the Parcel could connect to the storm sewer along the North-South Road or could connect directly to the 96-inch storm sewer required to be installed within the roadway along the south/west boundary of Parcel 18. The local storm network within Parcel 4 will not receive flows from other Parcels.

Glenview
Naval Air Station Redevelopment Project



PROPOSED LAND USE

The Village of Glenview offers Parcel 6 for development as a mix of low density single-family and moderate density multi-family neighborhoods. This Parcel is located adjacent to the south side of the championship golf course and features the existing mature landscaping on the former Navy golf course. The mix of densities and product types creates an extraordinary opportunity to establish a truly unique neighborhood. Frontage along the golf course offers high-end product opportunities.

PARCEL SUMMARY

Total Area .....	.32.8 acres
Allowable Zoning	R-1 through R-4 & R-18
Date Available	June, 1999
Planned Density	Per zoning for R-1 through R-4; Maximum 61 units for R-18 section
Access	Parcel 5 Road
Existing Use	Golf course, parking lot and clubhouse
Adjacent GNAS Parcels	Parcels 5, 7, 20 Post Office & Public Works Campus

ADDITIONAL REQUIREMENTS AND EVALUATION CRITERIA

PLANNING & DESIGN

1. The site plan must indicate R-3 lots abutting the golf course and R-4 lots across the street from R-3 lots.
2. The existing Shermer Road will not connect to this Parcel.
3. R-3 lots must have a minimum lot width of 90 feet at the building line, minimum side yards of 12 feet, a minimum of 30 feet between buildings, and a minimum lot depth of 160 feet; 80% of the lots must have side loaded garages.
4. R-4 lots must have a minimum lot width of 75 feet at the building line.
5. Corner lots on the North-South Road must have a minimum of 125 feet depth from the North-South Road; garage doors should not be visible from the North-South Road.
6. The purchaser must install a roadway with utilities connecting the property to the North-South Road aligning with the intersection created with Parcel 2; this road must be completed by June 1, 1999 so that access is available to Parcel 6. See the rendered Master Plan for illustrative purposes.
7. This Parcel is a "gateway" neighborhood into the golf course residential neighborhoods; appropriate architecture and landscaping are encouraged to emphasize this gateway condition.
8. Preservation of existing trees and their sensitive integration into the site plan are strongly encouraged.

INFRASTRUCTURE

10. Sanitary Service: Sanitary flows should be routed to the Village sewer along the North-South Road. The sanitary network serving Parcel 5 should be sized to receive a peak flow of up to 1.0 MGD from Parcels 6, 7, 8, and off-base.
11. Potable Water: The local potable water network within the Parcel should be connected to Village main along the North-South Road. A 16-inch main will need to be installed through the Parcel to Parcel 6, to provide a loop around the southwest portion of the base site.
12. Storm Drainage: Storm water detention for Parcel 5 is provided in the lake. The storm drainage network within the Parcel should connect to the storm sewer along the North-South Road. The storm network within Parcel 5 should be sized to receive a peak flow rate of up to 100 MGD from Parcels 6, 7, and 8, and off-base.

ADDITIONAL REQUIREMENTS AND EVALUATION CRITERIA

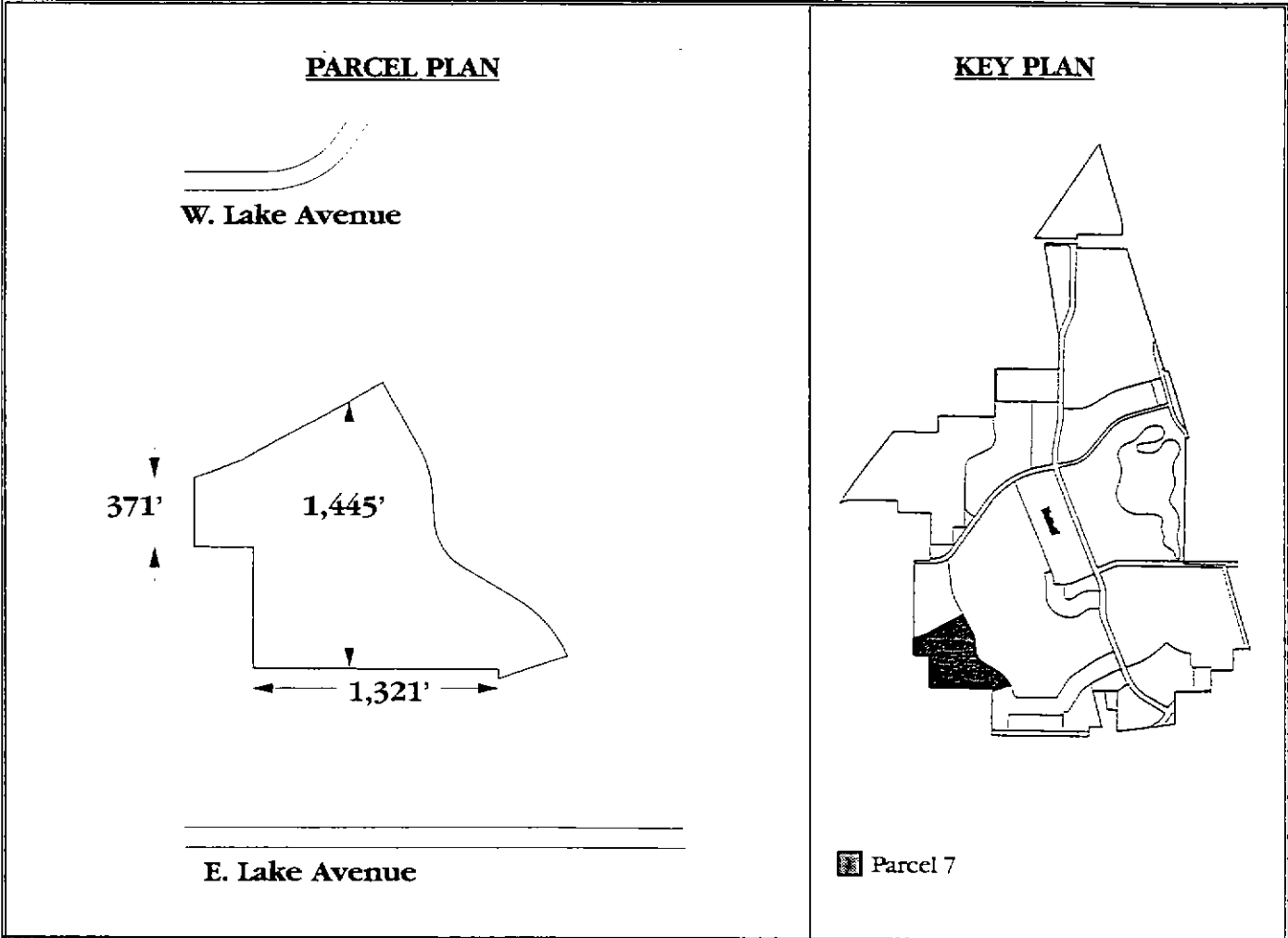
PLANNING & DESIGN

1. Parcel 6 is planned as a low density residential neighborhood (totaling 24.1 acres) adjacent to a moderate density neighborhood (totaling 8.7 acres) bordering East Lake Avenue. The low density neighborhood should offer R-1 through R-3 lots abutting the golf course and R-4 lots across the street. The purpose of combining the low and moderate densities is to allow the purchaser to creatively integrate a product mix that transitions adjacencies from East Lake Avenue to the golf course. For example, the purchaser may choose to offer a lower density maintenance-free cluster product rather than a townhouse or condominium in the R-18 area.
2. R-3 lots must have a minimum lot width of 90 feet at the building line, minimum side yards of 12 feet, a minimum of 30 feet between buildings, and a minimum lot depth of 160 feet; 80% of the lots must have side loaded garages.
3. R-4 lots must have a minimum lot width of 75 feet at the building line.
4. This residential neighborhood must include a minimum of one (1) aligned road to Parcel 7, as well as the road alignment to Parcel 5. See the rendered Master Plan for illustrative purposes.
5. Berming rather than fencing along East Lake Avenue as a buffer will be viewed favorably.
6. Preservation of existing trees and their sensitive integration into the site plan is strongly encouraged.

INFRASTRUCTURE

7. Sanitary Service: Sanitary flows should be routed to the sanitary sewers serving Parcel 5. The sanitary network serving Parcel 6 should be sized to receive a peak flow of up to 0.7 MGD from Parcels 7, 8 and off-base.
8. Potable Water: The local potable water network within the Parcel should be connected to Village main serving Parcel 5. A 16-inch main will need to be installed through the Parcel 6 from Parcel 5 to Parcel 7 to provide a loop around the southwest portion of the base site.
9. Storm Drainage: Storm water detention for Parcel 6 is provided in the lake. The storm sewers within the Parcel should connect to the storm sewer network serving Parcel 5. The storm network within Parcel 6 should be sized to receive a peak flow rate of up to 75 MGD from Parcels 7 and 8 and off-base. In addition, the storm sewer system serving the Parcel should be configured to receive overland and piped flows discharging onto the air station site from existing adjacent developments.

PARCEL 6 - 32.8 ACRE SINGLE & MULTI-FAMILY RESIDENTIAL



PROPOSED LAND USE

This Parcel is located adjacent to the southwest side of the championship golf course and features the existing mature landscaping of the former Navy golf course. The density for this Parcel is contemplated as a neighborhood consisting of R-1 through R-4 single-family lots. The eventual mix of densities will be subject to the success of Phase I residential lot sales and market conditions at that time.

PARCEL SUMMARY

Total Area .....	.40.1 acres
Allowable Zoning	R-1 through R-4
Date Available	Phase II - See Next Page
Planned Density .....	.Per zoning
Access	Parcel 6 & 8 Roads
Existing Use	Golf course
Adjacent GNAS Parcels .....	.Parcels 6, 8 & 20

ADDITIONAL REQUIREMENTS AND EVALUATION CRITERIA

PLANNING & DESIGN

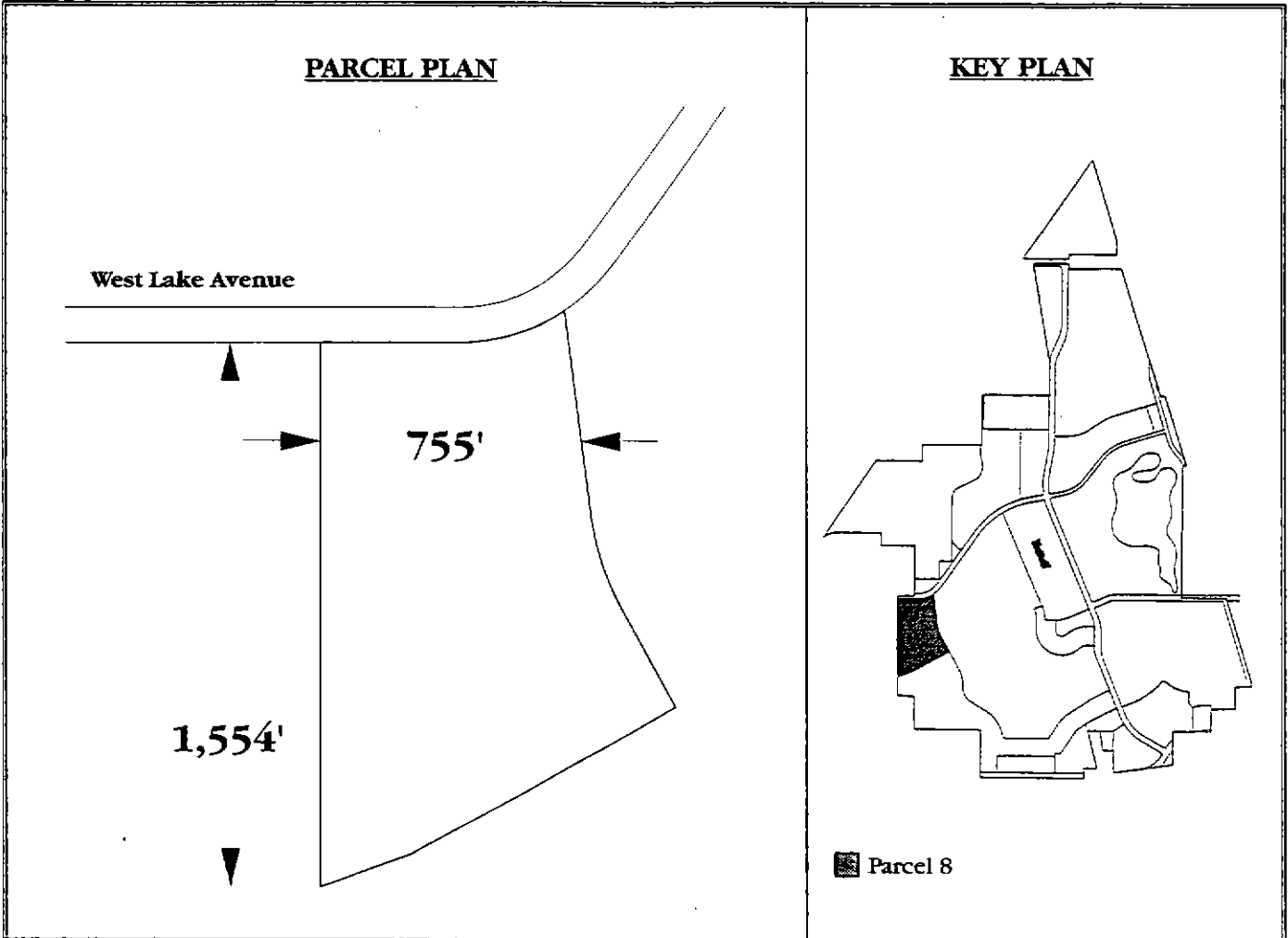
1. Parcel 7 is not available for development at this time unless it is included in a proposal combining Parcel 20 (championship golf course). Should Parcel 7 be included in such a proposal, the marketing and construction of dwelling units can not begin until 3 years after the sale by the Village of Phase I Residential Parcels 1 - 6, or at such time that there are contracts on 50% of Phase I single-family lots, whichever is earlier.
2. This residential neighborhood must include a minimum of one (1) aligned road to Parcel 8, as well as the road alignment to Parcel 6. See the rendered Master Plan for illustrative purposes.

INFRASTRUCTURE

3. **Sanitary Service:** Sanitary flows should be routed to the sanitary sewers serving Parcel 6. The sanitary network serving Parcel 7 should be sized to receive a peak flow of up to 0.5 MGD from Parcel 8 and off-base.
4. **Potable Water:** The local potable water network within the Parcel should be connected to Village main serving Parcel 6. A 16-inch main will need to be installed through Parcel 7 from Parcel 6 to Parcel 8 to provide a loop around the southwest portion of the base site.
5. **Storm Drainage:** Storm water detention for Parcel 7 is provided in the lake. The storm sewers within the Parcel should connect to the storm sewer network serving Parcel 6. The storm net work within Parcel 7 should be sized to receive a peak flow rate of up to 30 MGD from Parcel 8 and off-base. In addition, the storm sewer system serving the Parcel should be configured to receive overland and piped flows discharging onto the air station site from existing adjacent developments.

Glenview
Naval Air Station Redevelopment Project

PARCEL 8 - 26.3 ACRE SINGLE-FAMILY RESIDENTIAL



PROPOSED LAND USE

This Parcel is located adjacent to the west side of the championship golf course. The density for this Parcel is contemplated as a neighborhood consisting of R-1 through R-4 single-family lots. The eventual mix of densities will be subject to the success of Phase I lot sales and market conditions at that time.

PARCEL SUMMARY

Total Area .....	.26.3 acres
Allowable Zoning	R-1 through R-4
Date Available	Phase II - See Next Page
Planned Density	Per zoning
Access	West Lake Avenue
Existing Use	Open space, west main gate, Officer's Club and other buildings
Adjacent GNAS Parcels	Parcels 7, 10 & 20

ADDITIONAL REQUIREMENTS AND EVALUATION CRITERIA

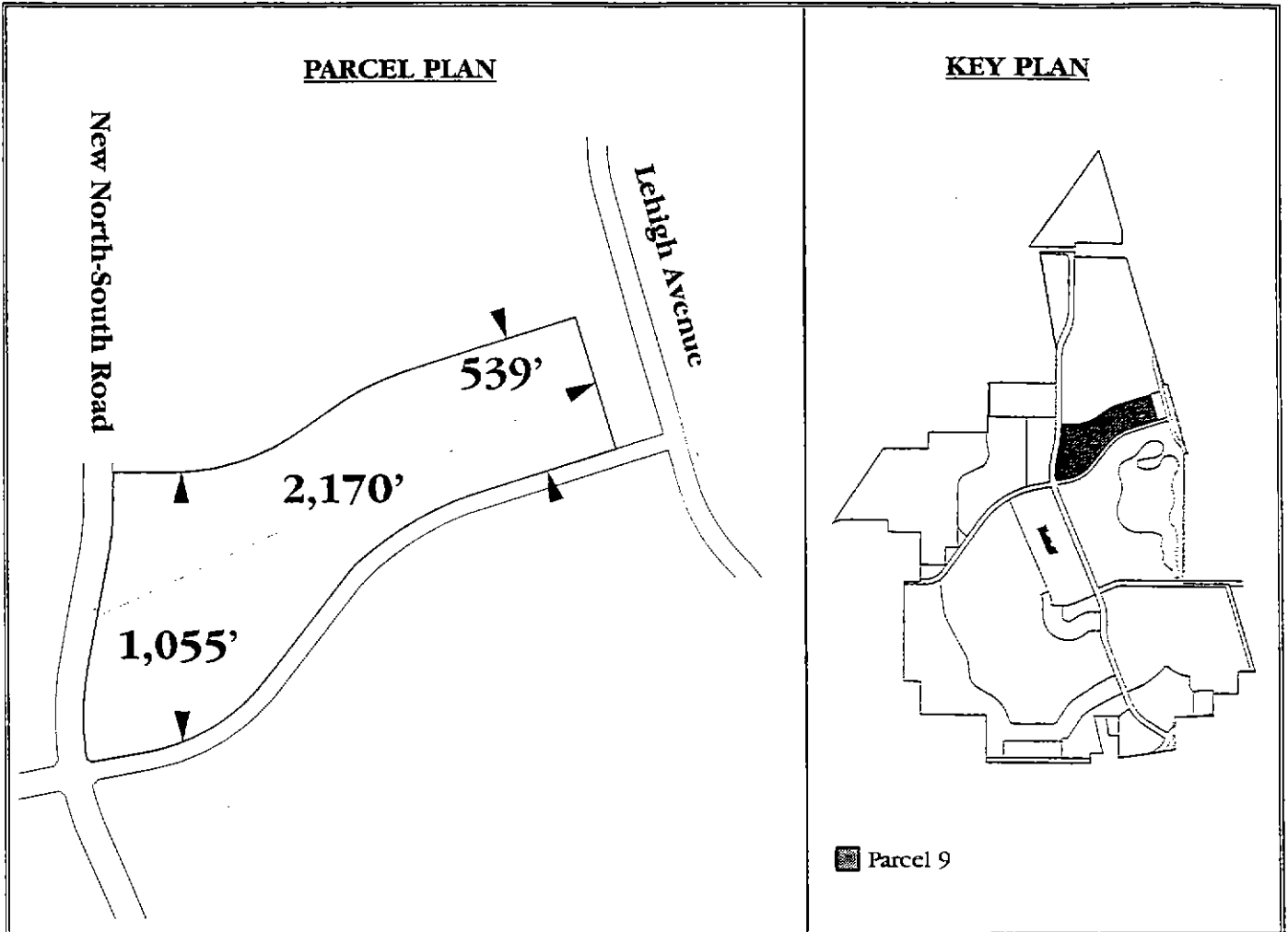
PLANNING & DESIGN

1. Parcel 8 is not available for development at this time unless it is included in a proposal combining Parcel 20 (championship golf course). Should Parcel 8 be included in such a proposal, the marketing and construction of dwelling units can not begin until 3 years after the sale by the Village of Phase I Residential Parcels, or at such time that there are contracts on 50% of Phase I single-family lots, whichever is earlier.
2. This residential neighborhood must include a minimum of one (1) aligned road to Parcel 7, and one access road to West Lake Avenue. See the rendered Master Plan for illustrative purposes.

INFRASTRUCTURE

3. **Sanitary Service:** Sanitary flows from the southern portion of the Parcel should be routed to the sanitary sewers serving Parcel 7. Sanitary flows from the northern portion of the Parcel could be routed to the sanitary sewers serving Parcel 7 or could be routed to the sanitary sewer running eastward along West Lake Avenue. The sanitary network serving Parcel 8 should be sized to receive a peak flow of up to 0.3 MGD from off-base areas to the west of the air station site.
4. **Potable Water:** The local potable water network within the Parcel should be connected to Village main serving Parcel 7 and to a 36-inch transmission main along West Lake Avenue. A 16-inch main will need to be installed through Parcel 8 from Parcel 7 to the 36-inch main to provide a loop around the southwest portion of the base site.
5. **Storm Drainage:** Storm water detention for Parcel 8 is provided in the lake. Storm flows from the southern portion of the Parcel should be routed to the storm sewers serving Parcel 7. Storm flows from the northern portion of the Parcel should be routed to the storm sewer running eastward from the West Lake Avenue entrance to Parcel 20. The storm sewer system serving the Parcel should be configured to receive overland and piped flows discharging onto the air station site from existing adjacent developments.

**Glenview
Naval Air Station Redevelopment Project**



PROPOSED LAND USE

The Village of Glenview offers Parcel 9 for development as a moderate density multi-family neighborhood. The Parcel is located just north of the Great Park and is one of the most exciting residential opportunities on the Air Station because of its short walking distance to the Metra station, Great Park and the Mixed-Use Retail Center. A creative transit-oriented development offering a "downtown ambiance" and a wide range of styles and prices for attached and detached dwellings is suggested for this Parcel.

PARCEL SUMMARY

Total Area	34.8 acres
Allowable Zoning	R-18
Date Available	June, 1999
Planned Density .....	.244 maximum dwelling units
Access	Lehigh Avenue and North-South Road
Existing Use	Runway and open space
Adjacent GNAS Parcels	Parcels 15, 17, 19, 22 & Great Park

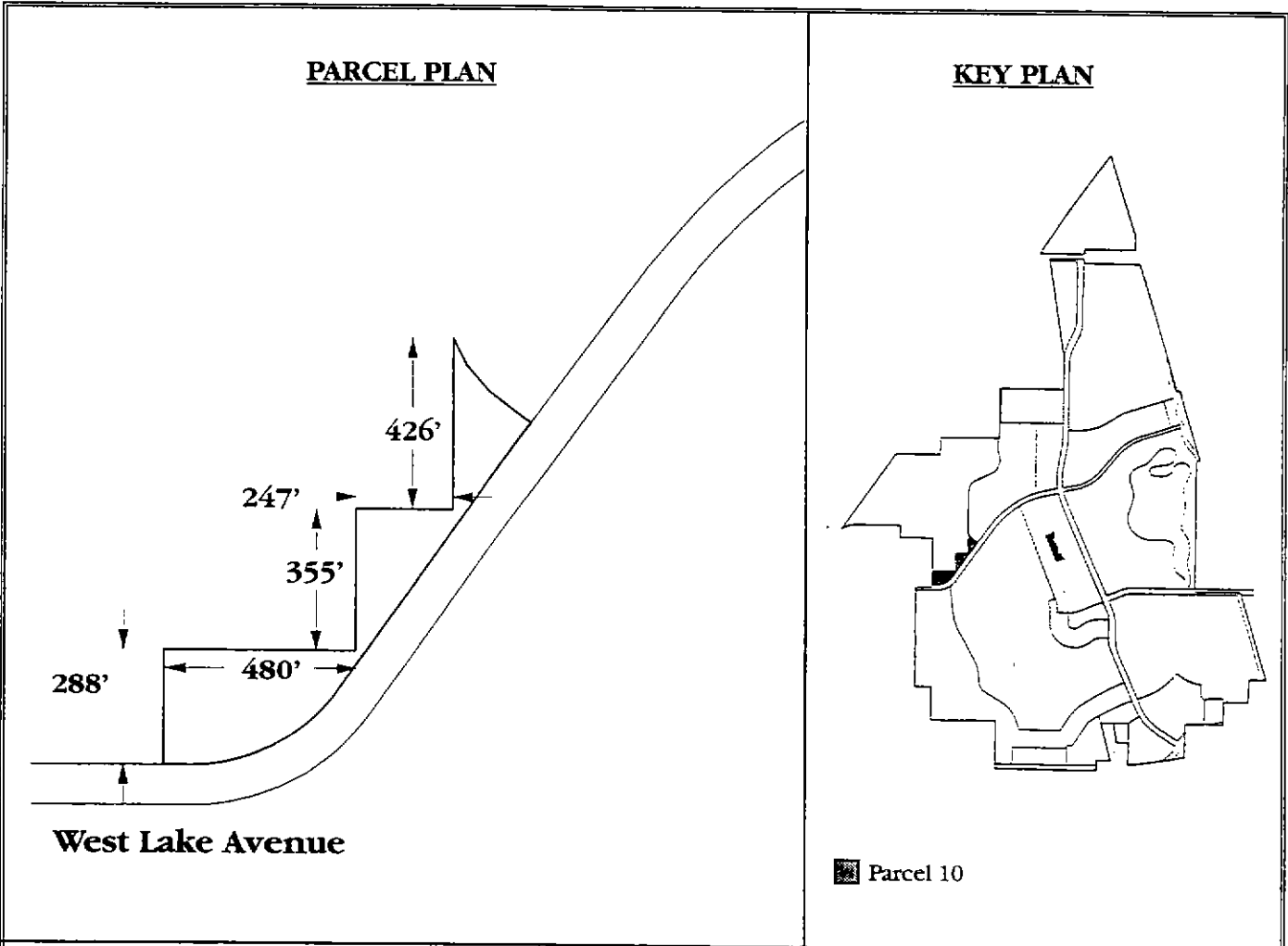
ADDITIONAL REQUIREMENTS AND EVALUATION CRITERIA

PLANNING & DESIGN

1. Parcel 9 will not be available until June, 1999. However, the purchaser and Village could accelerate the delivery if an agreement is reached to extend the infrastructure to the site.
2. This Parcel can be "taken down" in one, two or three subparcels over a maximum 2 year period. If more than one take down is proposed, the purchaser must provide a financial security assurance against the unpaid balance.
3. The secondary streets in the neighborhood must be public with a 60 foot right-of-way minimum for these streets (an exception to the Subdivision and Engineering Guide).
4. A wide diversity of product type and pricing will be viewed favorably. A mix that includes detached single-family dwellings is encouraged.
5. Site planning with a sensitivity toward the adjacent Great Park is strongly encouraged. Strong architecture and landscaping along the south roadway adjacent to the Great Park will be viewed favorably.
6. A street grid that promotes pedestrian traffic through the neighborhood to the Great Park, the Mixed-Use Retail Center at the center of the site, and the Metra Station is strongly encouraged. See the rendered Master Plan for illustrative purposes.
7. Combining Parcels 9 and 15 is strongly encouraged to achieve a unified design and site plan.

INFRASTRUCTURE

8. The purchaser must construct the public road and main-stem utilities which connect the North-South Road to Lehigh Avenue along the south border of the property. There will be no recapture for this cost. This road construction must be completed within 1 year of closing. See the Design Guidelines for cross section details.
9. Sanitary Service: Sanitary flows from the Parcel should be routed to the MWRDGC interceptor sewer along Lehigh Avenue. The sanitary network serving Parcel 9 should be sized to receive a peak flow of up to 2.5 MGD from Parcel 10, 15, 19, the par-three golf course, Navy Housing area, the 20-acre Fire and Police Academy site, off-base, and Great Park. Connection to the drop at the interceptor should provide constant connection for the Metra Parcel.
10. Potable Water: The local potable water network within the Parcel should be connected to a 16-inch main to be installed through Parcel 9 from Lehigh Avenue to Parcel 19 along the public roadway on the south side of this Parcel. to provide a loop through the central portion of the base site.
11. Storm Drainage: Storm water detention for Parcel 9 is provided in the lake. The storm sewers within the Parcel should be routed to a storm sewer for the roadway along the south border of the property which will have limited connection to the main storm sewer in the Great Park. The storm network serving Parcel 9 will not receive flows from other Parcels.
12. Lighting: Lighting shall be installed by the developer along the public roadway from Lehigh Avenue to the North-South Roadway on the south side of this Parcel.



PROPOSED LAND USE

The Village of Glenview will not accept bids for Parcel 10 until a future date, to be determined. This Parcel is located at the central west end of the site, across the street from the championship golf course. This Parcel is contemplated for development at R-18 densities with a maximum unit count to be determined after review of Phase I unit sales, and market conditions at that time. This Parcel is intended to be townhouses or small-scale senior housing.

PARCEL SUMMARY

Total Area	4.7 acres
Allowable Zoning	R-18
Date Available	Phase II
Planned Density	To be determined
Access	West Lake Avenue
Existing Use	West main gate, open space and vacant Navy buildings
Adjacent GNAS Parcels	Parcels 8, 20, Park District 9-hole Golf Course and Navy Housing

ADDITIONAL REQUIREMENTS AND EVALUATION CRITERIA

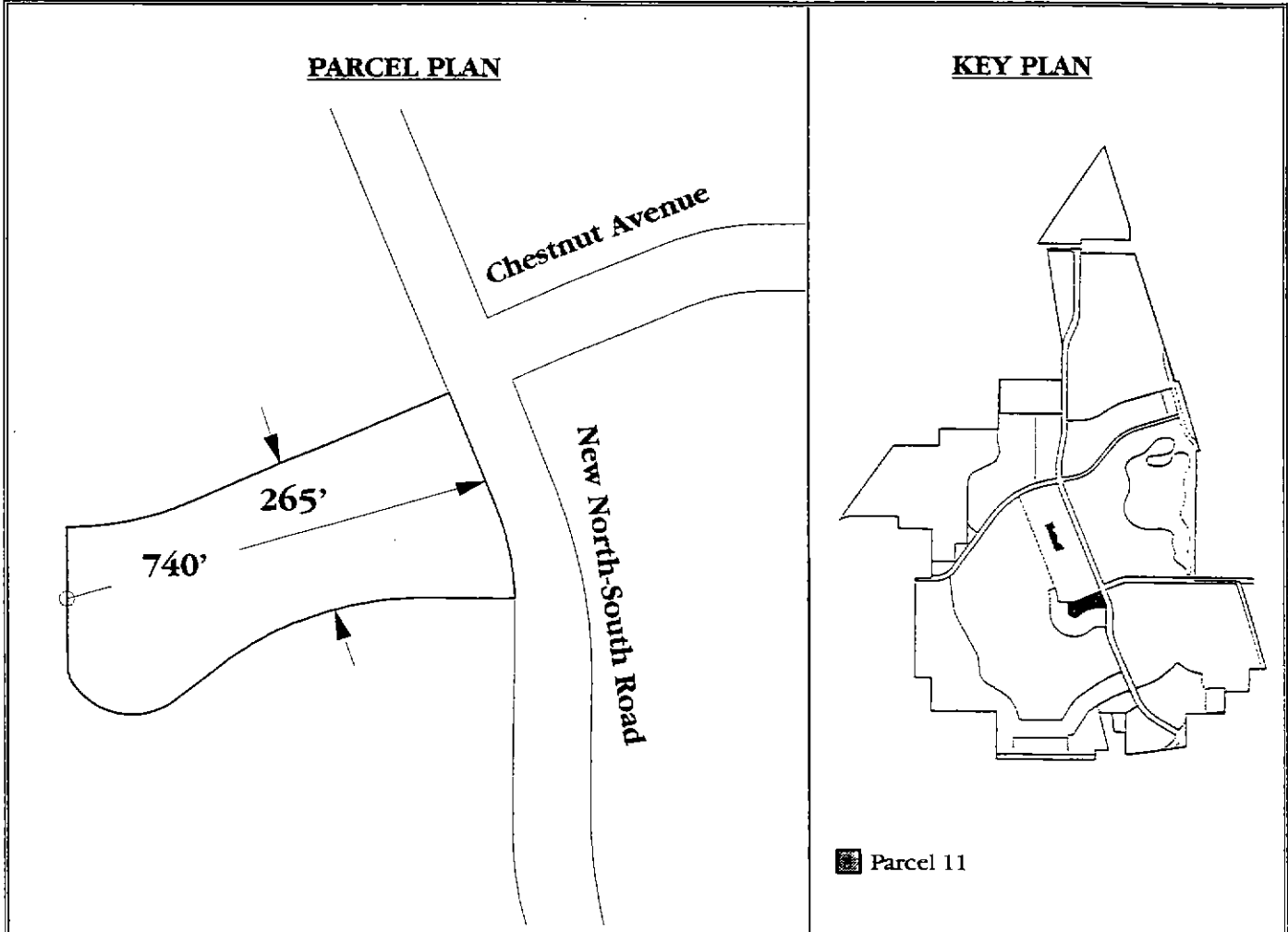
PLANNING & DESIGN

1. Not available at this time.

INFRASTRUCTURE

2. **Sanitary Service:** Sanitary flows from the Parcel should be routed to the sanitary sewer running eastward along West Lake Avenue. The sanitary network serving Parcel 10 should be sized to receive a peak flow of up to 0.2 MGD from a Navy 20-acre area north of the Parcel.
3. **Potable Water:** The local potable water network within the Parcel should be connected to the 36-inch transmission main along West Lake Avenue. The local potable water network within the Parcel should also be connected to the local network serving a Navy 20-acre area north of the Parcel.
4. **Storm Drainage:** Storm water detention for Parcel 10 is provided in the lake. Storm flows from the Parcel should be routed to the storm sewer running eastward along West Lake Avenue. The storm network within Parcel 20 should be sized to receive a peak flow rate of up to 30 MGD from a Navy 20-acre area north of the Parcel.

PARCEL 11 - 5.1 ACRE SENIOR HOUSING



PROPOSED LAND USE

The Village of Glenview offers Parcel 11 for development as a high-density, moderately-priced Senior Citizen Housing Facility or as housing for the Elderly (see Village Zoning Ordinance for definition). The Parcel is located at the southwest corner of Chestnut Avenue and the North-South Road, just south of the Mixed-Use Retail Center. This is one of the most appealing senior residential opportunities on the north shore because of the short walking distance to the Great Park, Mixed-Use Retail Center and Metra station.

PARCEL SUMMARY

Total Area .....	.51 acres
Allowable Zoning	R-18 or Senior Citizen Housing Facility; Planned Development
Date Available	Immediately
Planned Density .....	.40 units non-elderly or 150 elderly units
Access .....	.North-South Road and Chestnut Avenue extension
Existing Use	Runway and open space
Adjacent GNAS Parcels .....	.Parcels 3, 4, 18 & Great Park

ADDITIONAL REQUIREMENTS AND EVALUATION CRITERIA

PLANNING & DESIGN

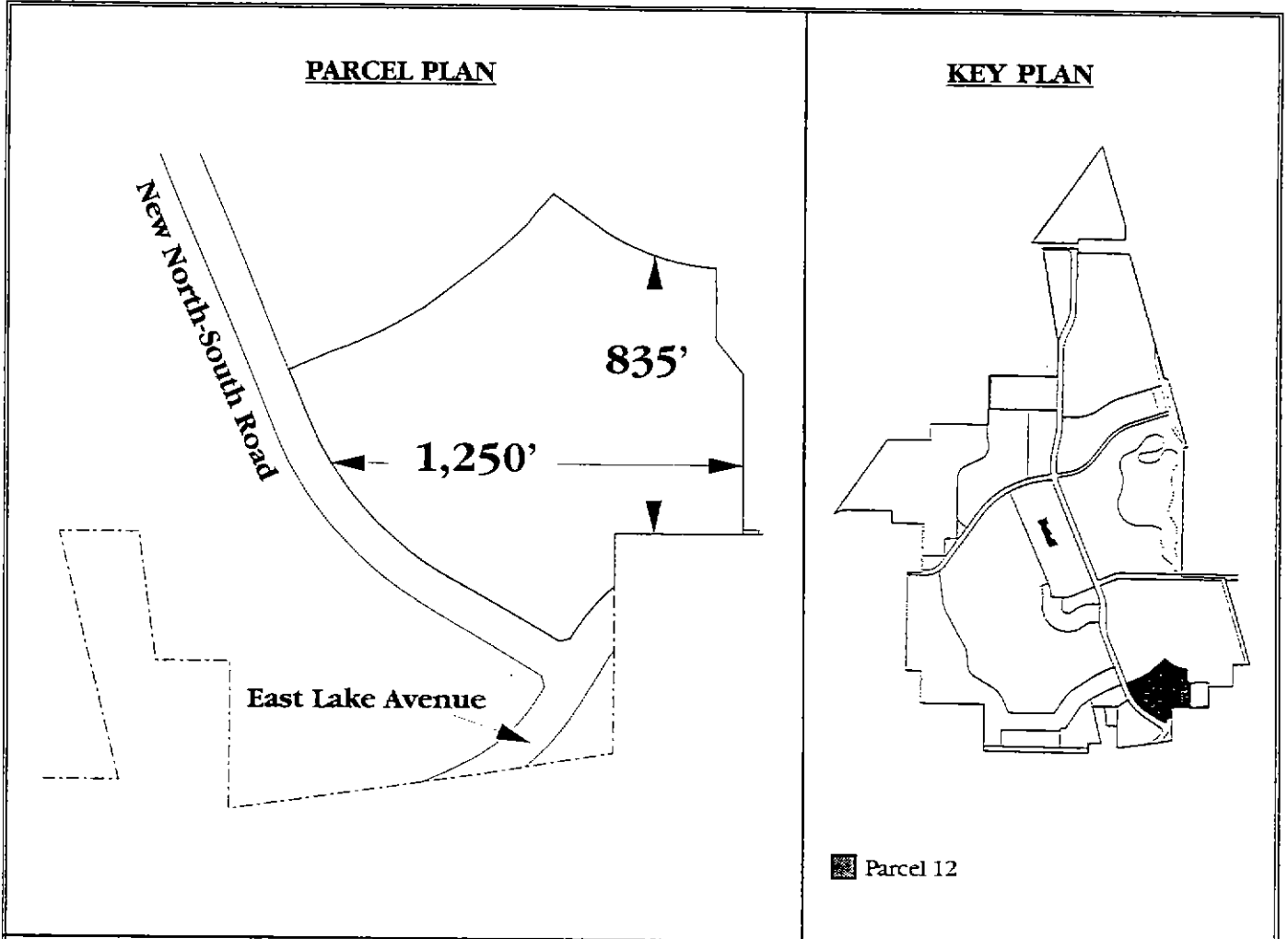
1. The intended zoning allows for R-18 or a Planned Development designation as Senior Citizen Housing Facility (SCHF). The maximum density for a SCHF-designated Parcel is 55 units per acre, as described in Section 13.6.5 of the Zoning Ordinance. This zoning category also allows a 50-foot maximum building height. However, the Village is capping the maximum number of dwelling units at 150.
2. Compatibility with adjacent residential in Parcel 4, as well as noteworthy architecture and landscape treatment, is strongly encouraged because of this highly visible Parcel location.
3. A program that offers preference to Glenview residents will be viewed favorably. Proposals should also demonstrate feasibility of product type and price points.
4. Proposals that ensure maximum property tax revenue will be viewed favorably. Proposals should include an estimate of property taxes including potential exemptions, generated by their project. Proposals should also discuss the potential of payments in lieu of taxes, and/or a deed restriction that prohibits the owner(s) from seeking or gaining a property tax reduction or elimination based upon a not-for-profit 501 (c) (3) designation.

INFRASTRUCTURE

5. Sanitary Service: Sanitary flows should be routed to the sewer along the North-South Road. The sanitary network serving Parcel 11 will not receive flows from other Parcels.
6. Potable Water: The local potable water network within the Parcel should be connected to Village main along the North-South Road, and the 16-inch transmission main located in the new public roadway along the north boundary of this Parcel.
7. Storm Drainage: Storm water detention for Parcel 11 is provided in the lake. The storm drainage network within the Parcel could connect to the storm sewer along the North-South Road or could connect to the storm sewer in the new public roadway along the north boundary of this Parcel.
8. This Parcel requires participation of 25% of the total cost of the roadway, utilities and lighting installed along the south boundary of Parcel 18 by the developer of Parcel 4.

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PARCEL 12 - 25.5 ACRE SENIOR HOUSING



PROPOSED LAND USE

The Village of Glenview offers Parcel 12 for development as a high-end, moderate-density senior housing complex. This is intended as a congregate or Continuing Care Retirement Community (CCRC). The Parcel is located in the southeastern section of the site with immediate access to the North-South Road with prominent visibility along East Lake Avenue. The Parcel offers excellent access to neighborhood shopping, the Great Park and its lake, and the Park District Recreation Center. This is one of the most exciting senior residential opportunities on the North Shore because of its size and prominent location.

PARCEL SUMMARY

Total Area	.....	.25.5 acres
Allowable Zoning	.....	.R-18 Planned Development
Date Available	.....	.....Immediately
Planned Density	.....	.....Per zoning
Access	.....	.....North-South Road
Existing Use	.....	.....Open space
Adjacent GNAS Parcels	.....	.....Parcels 1, 2 & 13, Post Office and Rugen Pump Station

ADDITIONAL REQUIREMENTS AND EVALUATION CRITERIA

PLANNING & DESIGN

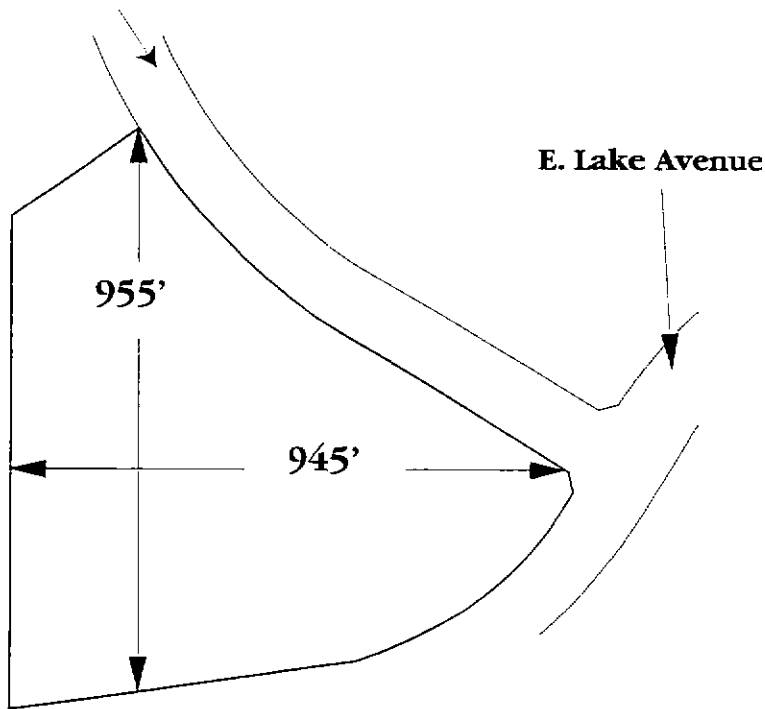
1. The first curb cut along the North-South Road is approximately 700 feet north of the intersection at East Lake Avenue. One connecting street to Parcel 2 is preferred.
2. Compatibility with adjacent residential development in Parcels 1 and 2 will be viewed favorably. Citing of detached units along these property lines is preferred.
3. Noteworthy architecture and landscape treatments are strongly encouraged because of this highly visible Parcel location.
4. A program that offers preference to Glenview residents will be viewed favorably.
5. Proposals that ensure maximum property tax revenue will be viewed favorably. Proposals should include an estimate of property taxes including potential exemptions, generated by their project. Proposals should also discuss the potential of payments in lieu of taxes and/or a deed restriction that prohibits the owner(s) from seeking or gaining a property tax reduction or elimination based upon a not-for-profit 501 (c) (3) designation.

INFRASTRUCTURE

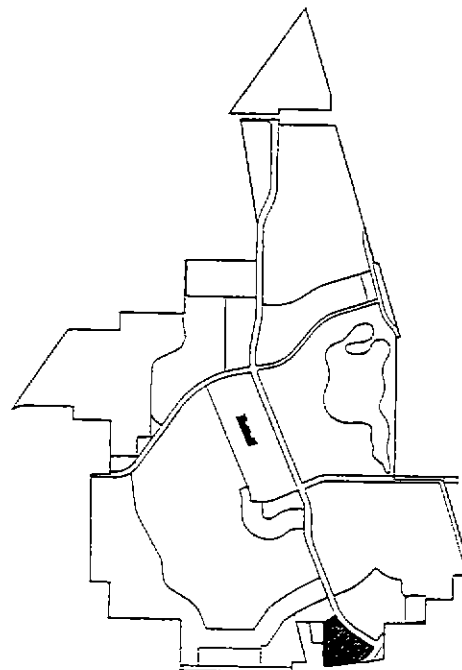
6. This Parcel requires participation in the total cost (based upon relative impervious areas) of the stormwater detention facility, storm sewer pipe and filling and compacting of the swale and basin to be constructed by Parcel 1 development.
7. Sanitary Service: Sanitary flows should be routed to the local network serving Parcel 1. The sanitary network serving Parcel 12 will not receive flows from other Parcels.
8. Potable Water: The local potable water network within the Parcel should be connected to the Village main along the North-South Road and the local networks serving Parcels 1 and 2.
9. Storm Drainage: Storm water detention for this Parcel will be provided in the detention facility located in Parcel 1. The storm drainage network serving Parcel 12 should discharge to the storm sewers serving Parcel 1. The storm drainage network serving Parcel 12 needs to be sized to accept a peak flow rate of up to 55 MGD from Parcel 13, the public works campus, the post office site, and off-base areas.
10. Roadway: The main property connection of the roadway to the North-South roadway shall align with the Parcel 13 main access location.

PARCEL PLAN

New North-South Road



KEY PLAN



■ Parcel 13

PROPOSED LAND USE

The Village of Glenview offers Parcel 13 for development as a neighborhood shopping center, preferably anchored by a full-service food store. The Parcel is located at the southern boundary of the site with immediate access to the North-South Road, and prominent visibility along East Lake Avenue. The Parcel offers excellent access to surrounding residential customers on and off the redevelopment site.

PARCEL SUMMARY

Total Area	13.3 acres
Allowable Zoning	B-2
Date Available	Immediately
Planned Density	Approximately 125,000 square feet
Access	North-South Road
Existing Use	Open space
Adjacent GNAS Parcels	Parcel 12, Post Office & Public Works campus

ADDITIONAL REQUIREMENTS AND EVALUATION CRITERIA

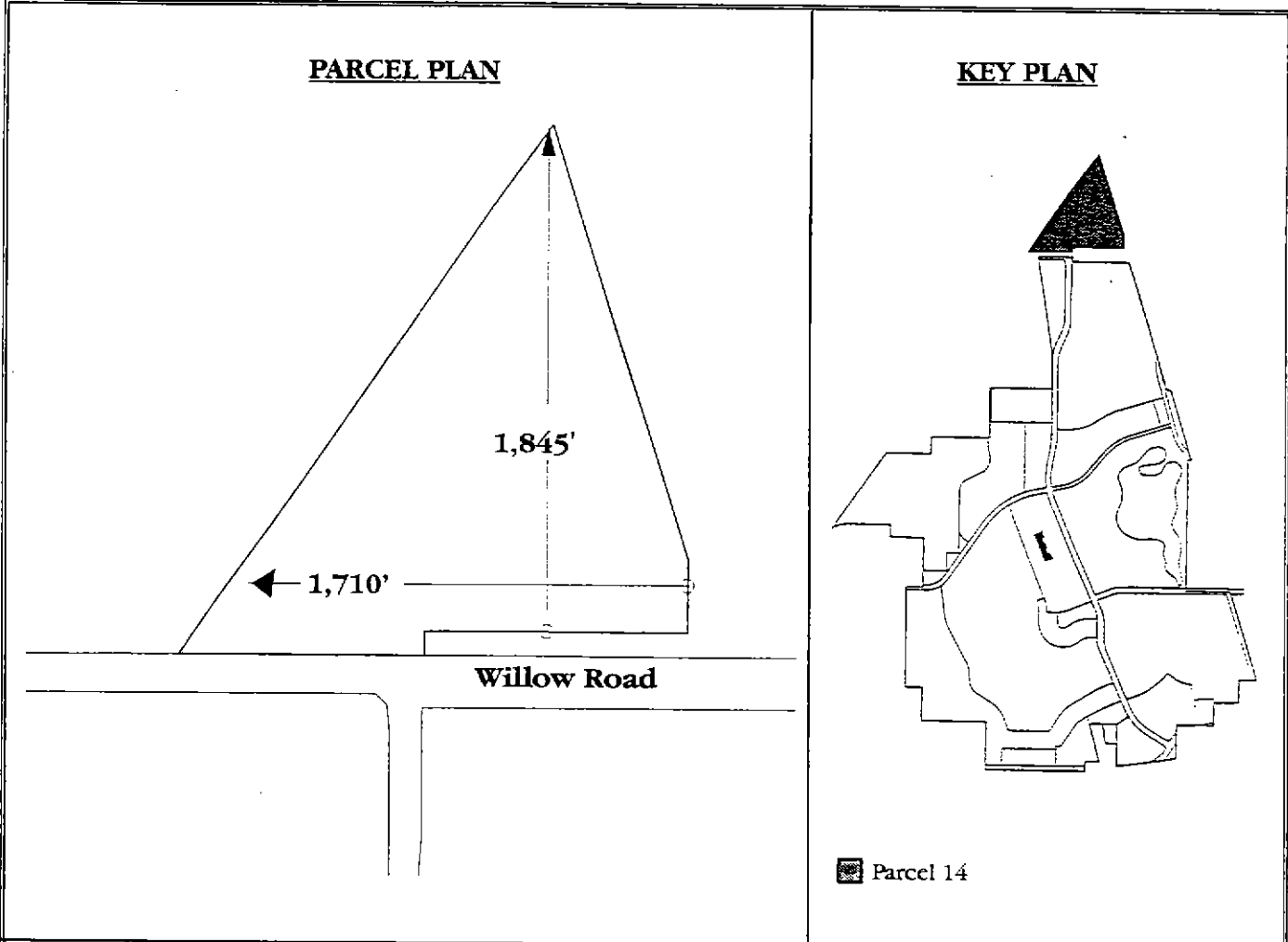
PLANNING & DESIGN

1. The first curb cut along the North-South Road is approximately 700 feet north of the intersection at East Lake Avenue.
2. Noteworthy architecture and landscape treatments are strongly encouraged because of this highly visible Parcel location. Creative site landmark features such as a fountain or clock tower will be viewed favorably. Please see the Design Guidelines for more information.
3. A site plan that connects the new Post Office to the Parcel for vehicular and pedestrian traffic will be viewed favorably.

INFRASTRUCTURE

4. This Parcel requires participation in the total cost (based upon relative impervious areas) of the stormwater detention facility, storm sewer pipe and filling and compacting of the swale and basin to be constructed by the developer of Parcel 1.
5. Sanitary Service: Sanitary flows should be routed to Village sanitary sewer along the North-South Road. The sanitary network serving Parcel 13 will not receive flows from other Parcels.
6. Potable Water: The local potable water network within the Parcel should be connected to Village main along the North-South Road. Watermain must also be extended along the access drive for Public Works connecting to the watermain in Shermer Road.
7. Storm Drainage: Storm water detention for this Parcel will be provided in the detention facility located in Parcel 1. The storm drainage network serving Parcel 13 should discharge to the storm sewers serving the North-South Road. The storm drainage network serving Parcel 13 needs to be sized to accept a peak flow rate of up to 10 MGD from the public works campus and the post office site.

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PROPOSED LAND USE

The Village of Glenview offers Parcel 14 for development as a high-end community retail shopping center. The Parcel is located in the northernmost section of the site with immediate access and prominent visibility to Willow Road. The Parcel offers excellent access to a 5-mile trade area, as well as the Tri-State Tollway (I-294) and the Edens Expressway. Additionally, existing access to Lehigh Avenue will remain.

PARCEL SUMMARY

Total Area	41.8 acres
Allowable Zoning	B-2
Date Available	October, 1999
Planned Density	Approximately 360,000 square feet
Access	Willow Road and Lehigh Avenue
Existing Use	Open space
Adjacent GNAS Parcels	Parcels 21 & 23

ADDITIONAL REQUIREMENTS AND EVALUATION CRITERIA

PLANNING & DESIGN

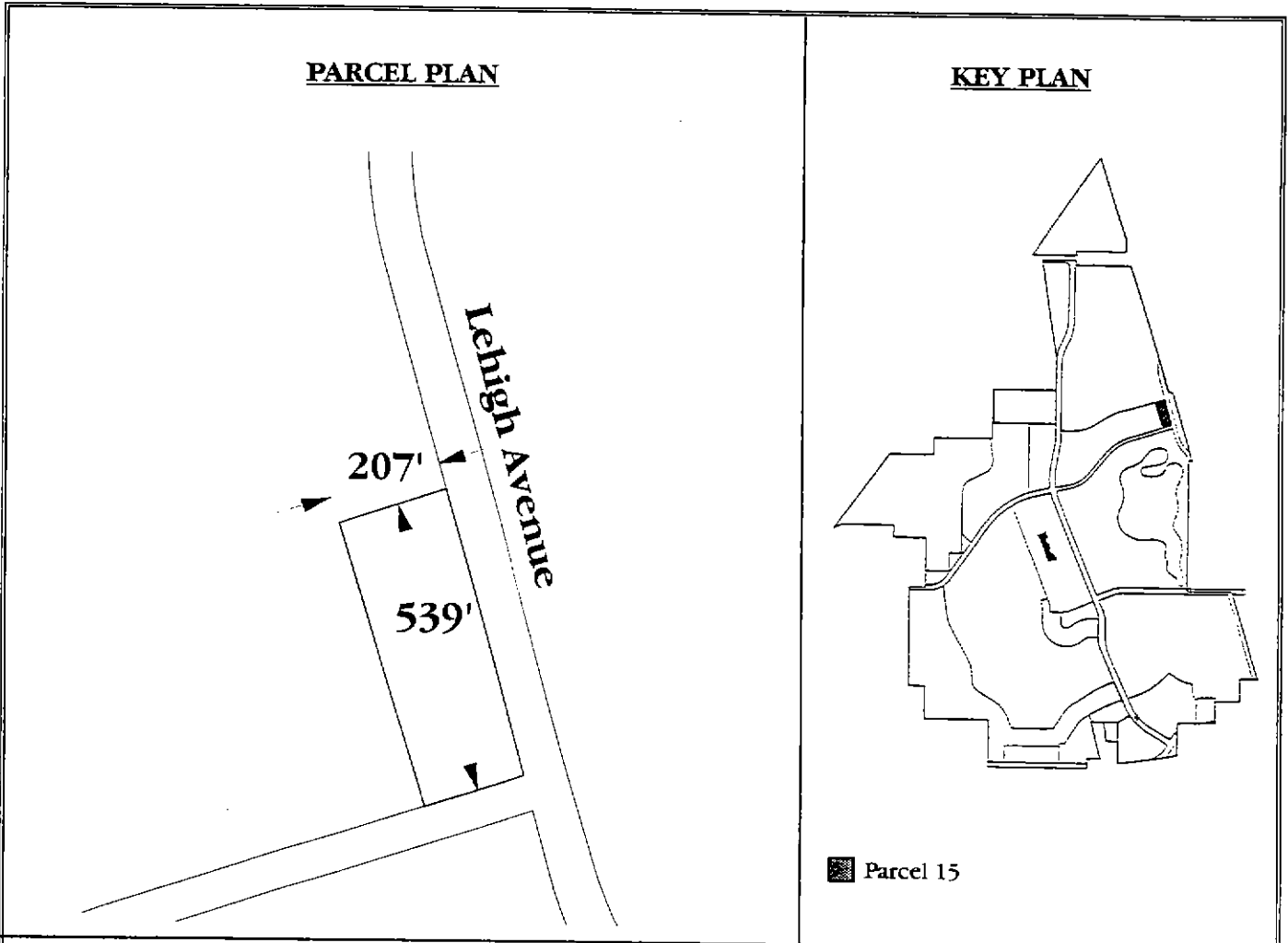
1. The Parcel currently has approximately 12.5 acres of low-grade jurisdictional wetlands. The Village is planning to submit a 404 permit application to mitigate the wetlands, such that the Parcel will be able to support approximately 360,000 buildable square feet of development. Buildable acreage depends upon acceptance of a wetland mitigation plan for the site and receipt of the 404 permit.
2. Noteworthy architecture and landscape treatments are strongly encouraged because this highly visible Parcel location is a "gateway" into the redevelopment site. See the Design Guidelines for more information.
3. A strong tenant mix of nationally recognized retailers will be viewed favorably. The Village has prepared a preferred list of tenants in Exhibit 16 for the retail center on this Parcel. While prospective proposers should not be constrained by this list, proposers should recognize the type of upscale tenants the Village desires to attract, and develop their proposals accordingly.

INFRASTRUCTURE

4. **Sanitary Service:** Sanitary flows from the Parcel should be routed to the MWRDGC interceptor sewer along Willow Road, or the MWRDGC interceptor along the east side of the Metra tracks. The sanitary network will not receive flows from other Parcels.
5. **Potable Water:** The local potable water network within the Parcel should be connected to Village main along Willow Road.
6. **Storm Drainage:** Storm water detention for Parcel 14 is provided in the lake. The storm sewers within the Parcel should be routed to the storm sewer at the intersection of Willow Road and the North-South Road. The storm network serving Parcel 14 should be sized to receive a peak flow of up to 60 MGD from off-base areas to the northwest. Overland drainage flow from off-site must be maintained for larger than 10 year storm events.

Glenview
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PARCEL 15 - 2.5 ACRE METRA RETAIL



PROPOSED LAND USE

The Village of Glenview offers Parcel 15 for development as a convenience retail and commercial shopping site. The Parcel is located across Lehigh Avenue from the Metra commuter rail station and at the eastern boundary of Parcel 9. The Parcel will have immediate access to Lehigh Avenue and views into the Great Park.

PARCEL SUMMARY

Total Area	2.5 acres
Allowable Zoning	B-2
Date Available	June, 1999
Planned Density	Approximately 30,000 square feet
Access	Lehigh Avenue
Existing Use	Open space
Adjacent GNAS Parcels	Parcels 9, 22, Great Park & Metra Station

ADDITIONAL REQUIREMENTS AND EVALUATION CRITERIA

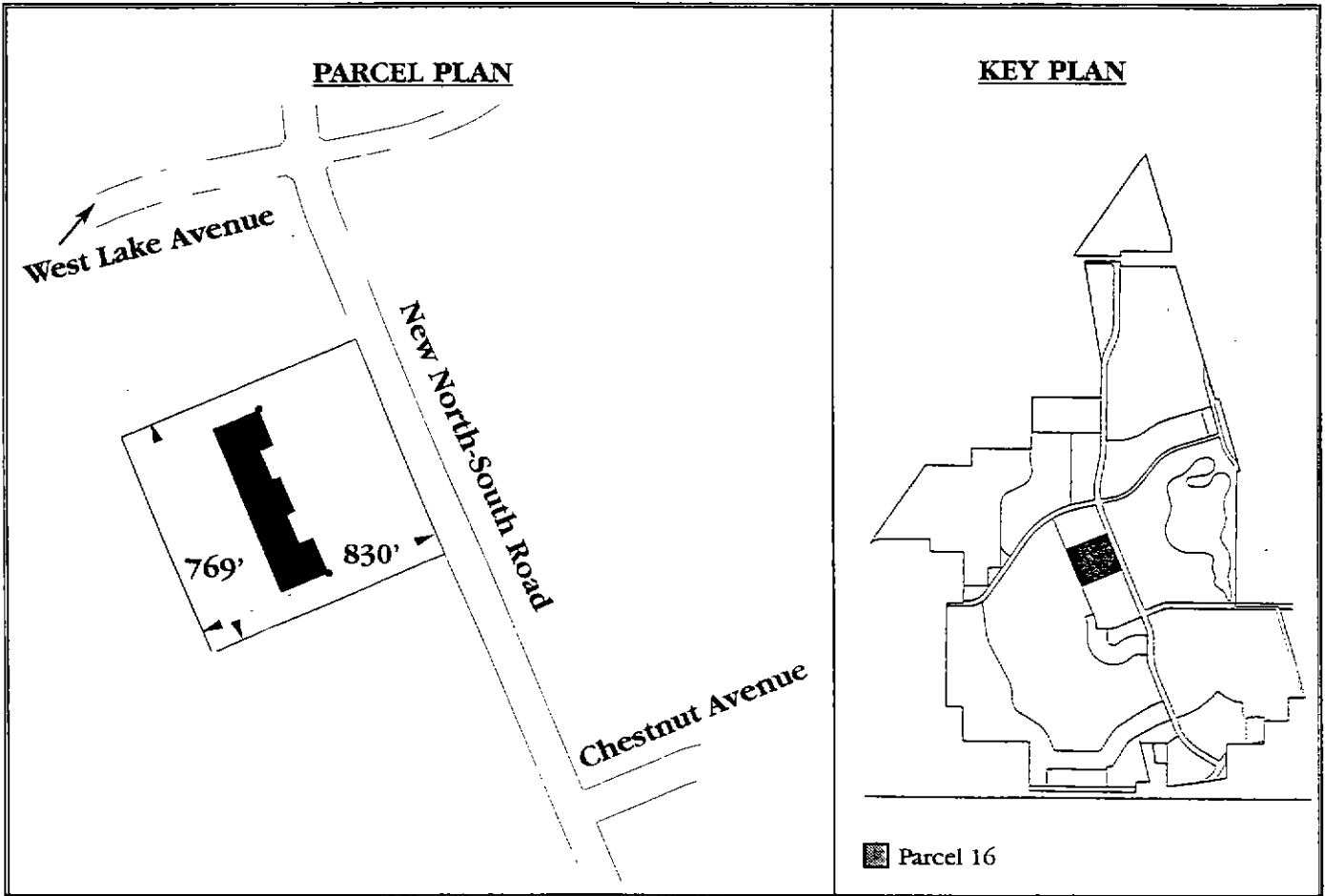
PLANNING & DESIGN

1. Noteworthy architecture is strongly encouraged because this highly visible Parcel location is a "gateway" into the redevelopment site. See the Design Guidelines for more information.
2. Combining Parcels 15 and 9 is strongly encouraged to achieve a unified design and site plan.

INFRASTRUCTURE

3. Sanitary Service: Sanitary flows from the Parcel should be routed to the sanitary sewer along the public road constructed by Parcel 9.
4. Potable Water: The local potable water network within the Parcel should be connected to Village main along Lehigh Avenue, and 16-inch main installed from the Lehigh main through Parcel 9.
5. Storm Drainage: Storm water detention for Parcel 15 is provided in the lake. The storm sewers within the Parcel should be routed to the storm sewer within the roadway to be constructed by Parcel 9 along the North side of the Great Park. The storm network serving Parcel 15 will not receive flows from other Parcels.

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PROPOSED LAND USE

The Village of Glenview offers Parcel 16 for development as a distinctive new mixed-use district that includes dynamic and exciting shopping, service, recreation, entertainment, residential and office uses. The Parcel is located at the center of the site, offering immediate access and prominent visibility to the North-South Road, the Great Park, Chestnut Avenue and West Lake Avenue. Hangar One is located on this Parcel and will figure prominently into the design and image of the development.

Suggested uses for the district, including Parcels 17 and 18, are:

- *Offices* · *Restaurants* · *Museums* · *Theaters and cinemas*
- *Multi-family residences above the first floor* · *Retail stores and shops*
- *Sports venues (such as an ice rink or fieldhouse)* · *Entertainment destinations*
- *Galleries and gardens*

PARCEL SUMMARY

Total Area	.....14.7 acres
Allowable Zoning	.....SLE-1
Date Available	.....Immediately
Planned Density	.....Per zoning
Access	.....North-South Road
Existing Use	.....Hangar One, runway and apron
Adjacent GNAS Parcels	.....Parcels 17, 18, 20 & Great Park

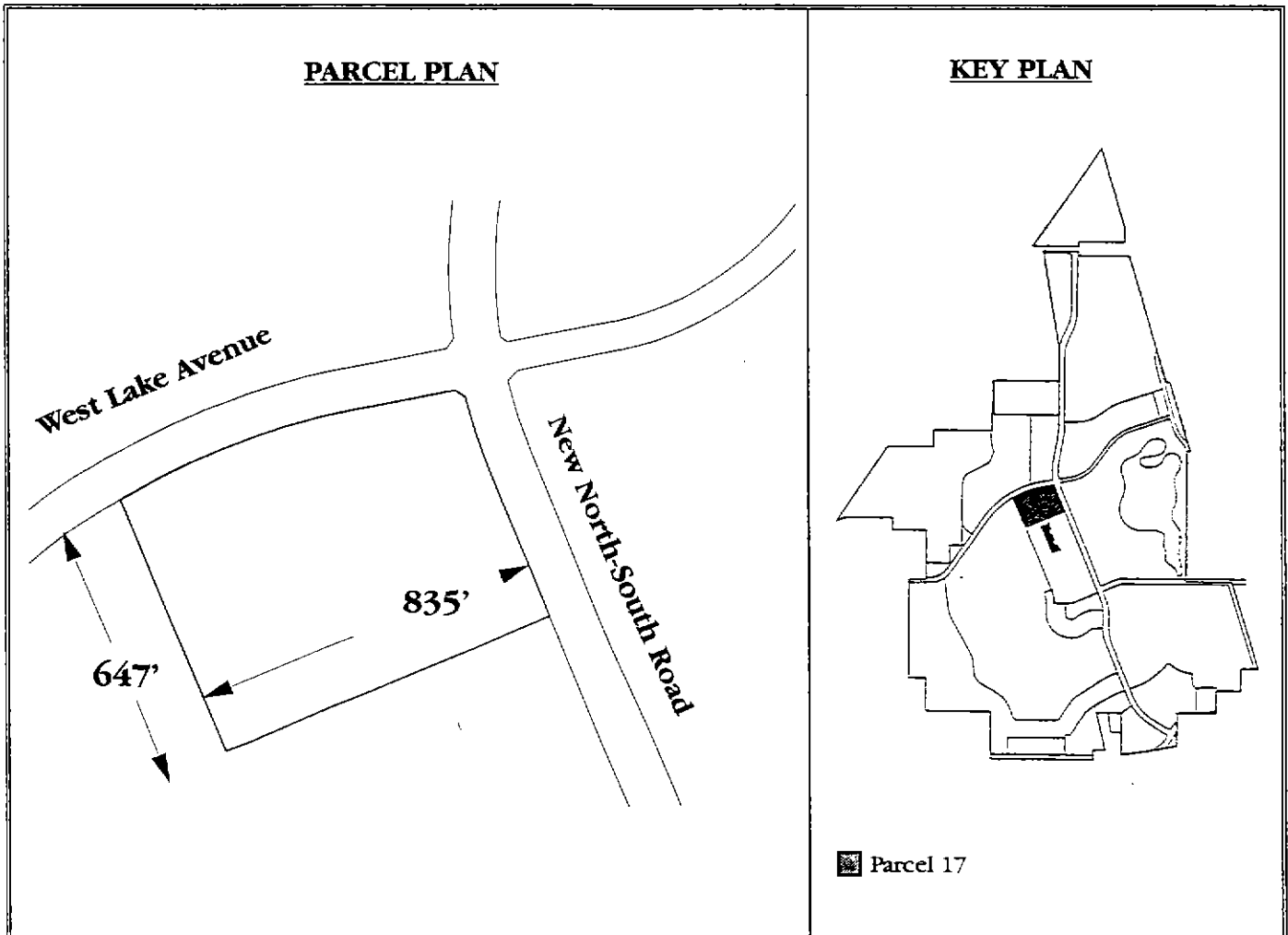
ADDITIONAL REQUIREMENTS AND EVALUATION CRITERIA

PLANNING & DESIGN

1. The Village discourages any typical "strip center" development proposals. The new Mixed-Use Retail Center must have a "main street" atmosphere, with an adaptive reuse of the existing 180,000 square foot Hangar One as the anchor. The site plan should provide a pedestrian scale and "people orientation" in placement of streets, sidewalks and buildings.
2. It is anticipated that the entire Hangar One building will be nominated for and accepted onto the National Register of Historic Places. Any plans to redevelop the Hangar One building will have to be approved by the Village of Glenview, the Illinois State Historic Preservation Office (SHPO) and the National Advisory Council. The refurbishment of Hangar One as an historic landmark (anticipated) offering a mix of uses and preserving the rich history of the building and site is extremely important. The SHPO agreement which controls this effort is available upon request. See Exhibit 17 for procedures to obtain the SHPO agreement, and Exhibit 9 for more information about Hangar One.
3. Proposers should be able to demonstrate experience in historic preservation and adaptive re-use that maximized use of state and federal preservation tax credits.
4. The Hangar One Parcel is the center Parcel of three Parcels (16, 17, 18) being offered in the Mixed-Use Retail Center. While the Village of Glenview would be willing to transfer it separately from the two adjoining Parcels, the Village's preference would be to convey the Hangar One Parcel in conjunction with one or both of the adjacent Parcels to ensure a unified development for this important part of the project. Creating a "critical mass" of retailers, entertainment venues, and recreation activities to achieve a "destination character" is strongly recommended. The Village has prepared a rendered Master Plan to suggest how these objectives might be accomplished.
5. Incorporating Hangar One as a central anchor element along the "main street" is the preferred land planning concept. Furthermore, a strong connection between Hangar One, the Village Green and the Great Park is important to create a destination-based "family-oriented" mix of shopping, recreation and commerce.
6. A strong tenant mix of nationally recognized retailers will be viewed favorably. The Village has prepared a preferred list of tenants in Exhibit 16 for the retail center on this Parcel. While prospective proposers should not be constrained by this list, proposers should recognize the type of upscale tenant the Village desires to attract, and develop their proposals accordingly.

INFRASTRUCTURE

7. Sanitary Service: Sanitary flows should be routed to the sewer along the North-South Road. The sanitary network serving Parcel 16 will not receive flows from other Parcels, unless the Parcel is assembled with other Parcels.
8. Potable Water: The local potable water network within the Parcel should be connected to Village mains along the North-South Road and to the local network in Parcels 17 and 18.
9. Storm Drainage: Storm water detention for Parcel 17 is provided in the lake. The storm drainage network within the Parcel could connect to the storm sewer along the North-South Road. The storm network within Parcel 16 will not receive flows from other Parcels, unless the Parcel is assembled with other Parcels.
10. Roadway: A road with utilities and lighting must be constructed by purchaser along the west boundary of this Parcel.



PROPOSED LAND USE

The Village of Glenview offers Parcel 17 for development as a distinctive new mixed-use district that includes dynamic and exciting shopping, service, recreation, entertainment, residential and office uses. The Parcel is located at the center of the site offering immediate access and prominent visibility to the North-South Road, the Great Park, Chestnut Avenue and West Lake Avenue. The adjacent Parcel 16 includes Hangar One and will figure into the design and image of the development.

PARCEL SUMMARY

Total Area	12.3 acres
Allowable Zoning	SLE-1
Date Available	Immediately
Planned Density	Per zoning
Access	North-South Road and West Lake
Existing Use	Hangar One, runway and apron
Adjacent GNAS Parcels	Parcels 16, 19, 20, Great Park, and Park District 9-Hole Golf Course

ADDITIONAL REQUIREMENTS AND EVALUATION CRITERIA

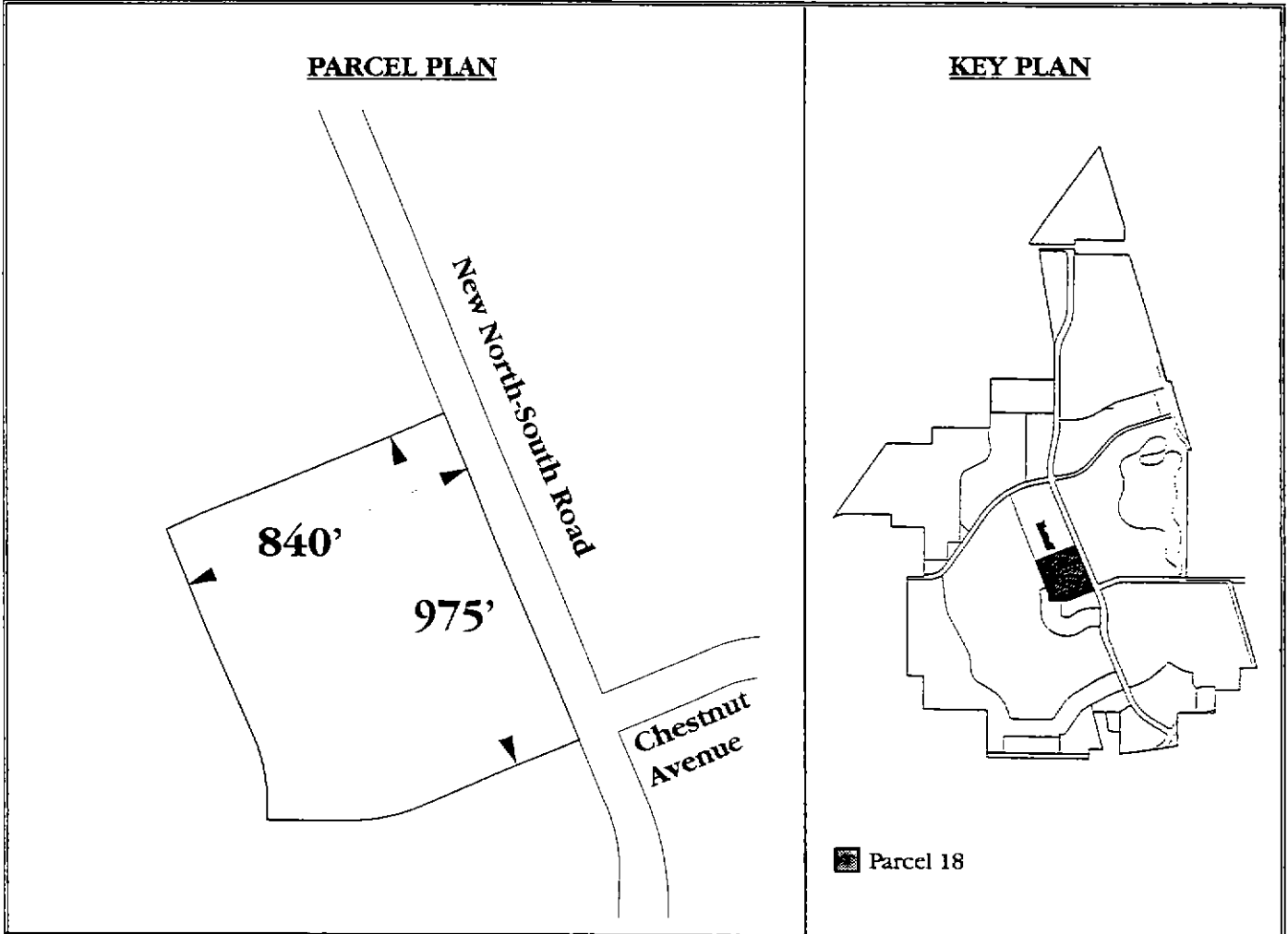
PLANNING & DESIGN

1. Review the Additional Requirements and Evaluation Criteria for Parcel 16. Assembling Parcels 16, 17 and 18 to create a critical mass of retailers, entertainment venues, and recreation activities to achieve a destination character of the Mixed-Use Retail Center is strongly recommended. See the rendered Master Plan and Design Guidelines for illustrative purposes.
2. The Sports/Leisure/Entertainment (S/L/E-1) zoning allows for residential above the first floor.
3. Should Parcel 17 not be assembled with Parcel 16, the site plan and building design nonetheless must be compatible with Parcel 16 to create a seamlessly integrated Mixed-Use Retail Center district.
4. The adjacency to the clubhouse of the championship golf course offers the opportunity to blend the two uses such that the clubhouse also serves as an "anchor retailer" in the Mixed-Use Retail district. A site plan that accomplishes this objective will be viewed favorably.

INFRASTRUCTURE

5. Sanitary Service: Sanitary flows could be routed to the sewer along the North-South Road or could be routed to a sanitary sewer running along West Lake Avenue. The sanitary network serving Parcel 17 should be sized to receive a peak flow of up to 0.2 MGD from Parcel 20, unless Parcel is assembled with other Parcels.
6. Potable Water: The local potable water network within the Parcel should be connected to Village mains along the North-South Road, to a main running along West Lake Avenue, and to the local network in Parcel 18.
7. Storm Drainage: Storm water detention for Parcel 17 is provided in the lake. The storm drainage network within the Parcel could connect to the storm sewer along the North- South Road or could connect to a storm sewer running along West Lake Avenue. The storm network within Parcel 17 will not receive flows from other Parcels, unless Parcel is assembled with other Parcels.
8. Roadway: A road with utilities and lighting must be constructed by purchaser along the west boundary of this Parcel.

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PROPOSED LAND USE

The Village of Glenview offers Parcel 18 for development as a distinctive new mixed-use district that includes dynamic and exciting shopping, service, recreation, entertainment, residential and office uses. The Parcel is located at the center of the site offering immediate access and prominent visibility to the North-South Road, the Great Park, Chestnut Avenue and West Lake Avenue. The adjacent Parcel 16 includes Hangar One and will figure into the design and image of the development.

PARCEL SUMMARY

Total Area	18.6 acres
Allowable Zoning	SLE-1
Date Available	Immediately
Planned Density	Per zoning
Access	North-South Road and Chestnut Avenue
Existing Use	Runway and apron
Adjacent GNAS Parcels	Parcels 3, 4, 11, 16, 20 & Great Park

ADDITIONAL REQUIREMENTS AND EVALUATION CRITERIA

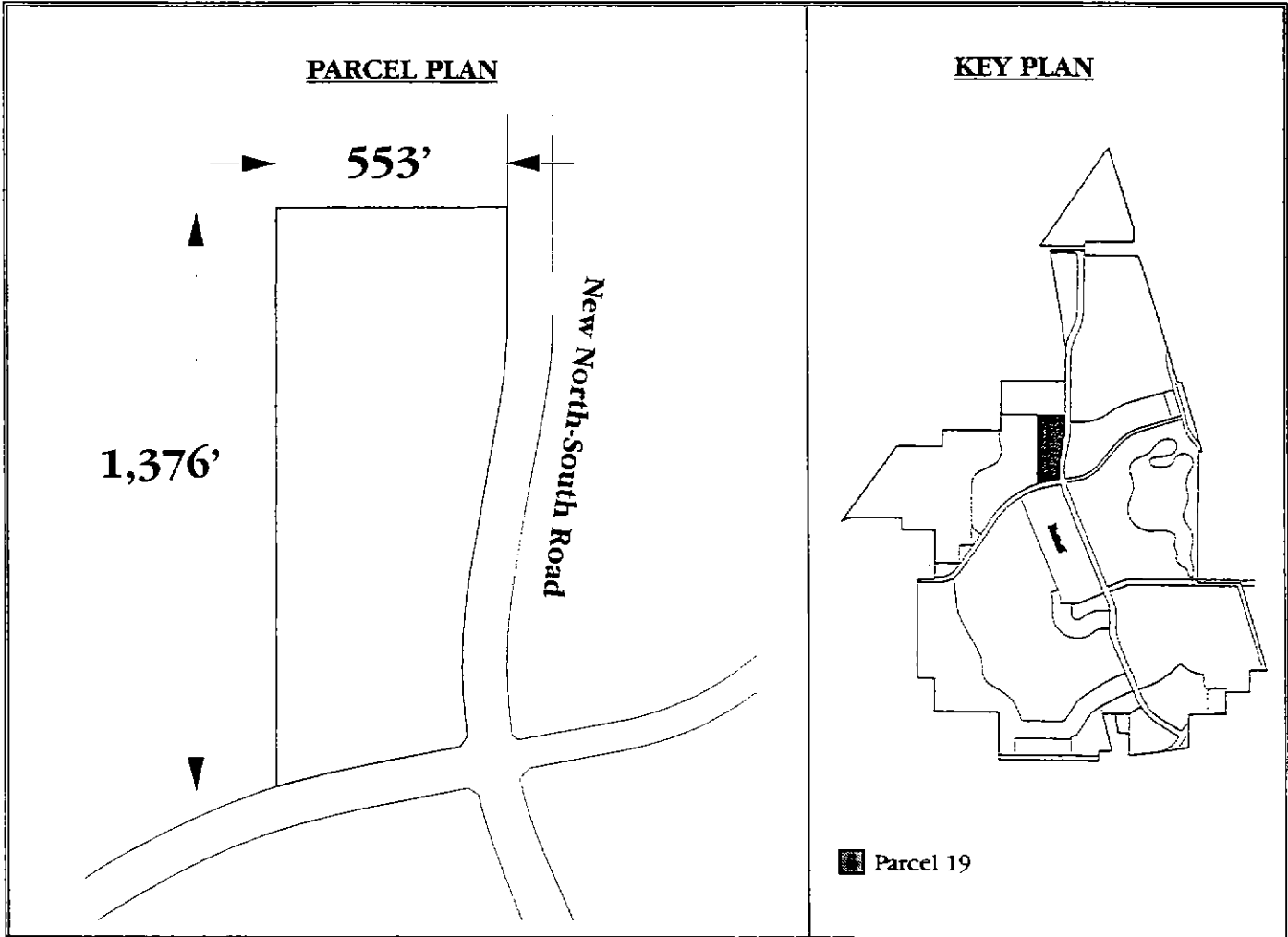
PLANNING & DESIGN

1. Review the Additional Requirements and Evaluation Criteria for Parcel 16. Assembling Parcels 16, 17 and 18 to create a critical mass of retailers, entertainment venues, and recreation activities to achieve a destination character of the Mixed-Use Retail Center is strongly recommended. See the rendered Master Plan and Design Guidelines to suggest how these objectives might be accomplished.
2. Should Parcel 18 be assembled with Parcels 16 and 17, and if a phased development program is proposed, it is preferred that Parcel 18 be a part of a later phase.
3. Should Parcel 18 not be assembled with Parcel 16, the site plan and building design nonetheless must be compatible with Parcel 16 to create a seamlessly integrated Mixed-Use Retail Center district.
4. The southeast corner of Parcel 18 represents a prominent corner on the site. A significant architectural design that is sensitive to the Great Park, surrounding residential and adjacent senior housing is strongly encouraged.
5. The Sports/Leisure/Entertainment (SLE-1) zoning will allow for residential above the first floor. A mix of housing that also includes smaller units with special equipment tailored to the senior citizens is encouraged (up to a maximum of 40 senior housing units).
6. The adjacency to the championship golf course offers the opportunity to create a housing product that capitalizes on the views. A site plan that accomplishes this objective in a sensitive manner will be viewed favorably.
7. If the purchaser of Parcel 11 does not elect to build senior housing, such use (up to 150 dwelling units) may be permitted at the south end of Parcel 18.

INFRASTRUCTURE

8. **Sanitary Service:** Sanitary flows could be routed to the Village sewer along the North-South Road. The sanitary network serving Parcel 18 will not receive flows from other Parcels, unless Parcel is assembled with other Parcels.
9. **Potable Water:** The local potable water network within the Parcel should be connected to Village main along the North-South Road, to the 16-inch transmission main running eastward along new roadway constructed by Parcel 4, and to the local networks in Parcels 4 and 16.
10. **Storm Drainage:** Storm water detention for Parcel 18 is provided in the lake. The storm drainage network within the Parcel could connect to the storm sewer along the North-South Road or could connect to the storm sewer running eastward from the West Lake Avenue entrance to the air station site to the Chestnut/North-South Road intersection. The storm network within Parcel 18 will not receive flows from other Parcels, unless Parcel is assembled with other Parcels.
11. **Roadway:** A road with utilities and lighting must be constructed by purchaser along the west boundary of this Parcel.
12. This Parcel requires participation of 50% of the total cost of the infrastructure installed along the south boundary of Parcel 18 by the developer of Parcel 4.

Glenview
Naval Air Station Redevelopment Project



PROPOSED LAND USE

The Village of Glenview will not accept bids for Parcel 19 until a future date, to be determined. The parcel is planned for larger-scale sports, entertainment, or leisure uses such as an indoor ice rink, indoor soccer or tennis facility, or wellness center that would be complimentary to the uses in the Mixed-Use Retail Center. This Parcel is located adjacent to the east side of the Park District 9-hole golf course and just north of the Mixed-Use Retail Center, offering immediate access and prominent visibility to the North-South Road and the Great Park.

PARCEL SUMMARY

Total Area	15.1 acres
Allowable Zoning	SLE-2
Date Available	Phase II - Not available
Planned Density	Per zoning
Access	North-South Road and West Lake Avenue
Existing Use	Hangar 50, runway and apron
Adjacent GNAS Parcels	Parcels 9 & 17, Park District 9-Hole Golf Course, and Fire and Police Academy

ADDITIONAL REQUIREMENTS AND EVALUATION CRITERIA

PLANNING & DESIGN

Not available at this time.

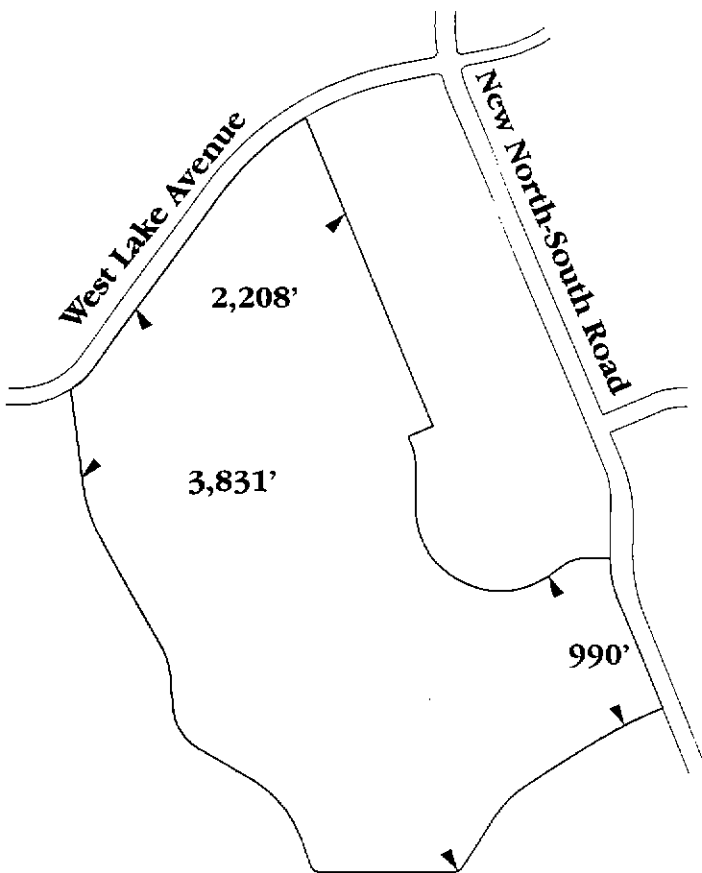
INFRASTRUCTURE

1. Sanitary Service: Sanitary flows from the Parcel should be routed to the sanitary sewer serving Parcel 9. The sanitary network serving Parcel 19 should be sized to receive a peak flow of up to 2.0 MGD from the par-three golf course, Navy Housing area, and the 20-acre public use area.
2. Potable Water: The local potable water network within the Parcel should be connected to water main serving Parcel 9 at North-South Road and 20-acre public use area. A 12-inch main will need to be installed through Parcel 19 from Parcel 9 at North-South Road and 20-acre public use area through the par-three golf course to Second Street to provide a loop through the central portion of the base site.
3. Storm Drainage: Storm water detention for Parcel 19 is provided in the lake. The storm sewers within the Parcel should be routed to the storm sewer along the North-South Road. The storm network serving Parcel 19 should be sized to receive a peak flow of up to 130 MGD from the par-three 9-hole golf course and the existing Navy housing area.

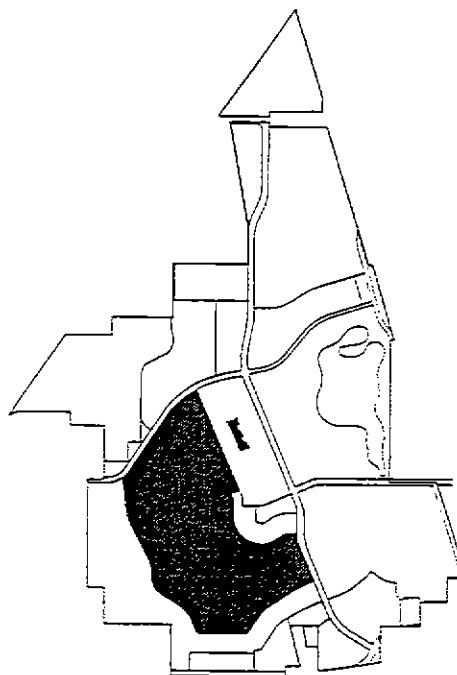
PARCEL 20 - 179.2 ACRE CHAMPIONSHIP GOLF COURSE

Glenview
Naval Air Station Redevelopment Project

PARCEL PLAN



KEY PLAN



■ Parcel 20

PROPOSED LAND USE

The Village of Glenview offers Parcel 20 for development as a "tournament-quality" 18-hole championship daily-fee public golf course and learning center. The Parcel is located at the south-central section of the site with immediate access to West Lake Avenue and the Mixed-Use Retail Center.

PARCEL SUMMARY

Total Area	.....	179.2 acres
Allowable Zoning	.....	SLE-2
Date Available	.....	June, 1999
Planned Density	.....	To be determined
Access	.....	West Lake Avenue
Existing Use	.....	Existing golf course, runways, aprons, and numerous buildings
Adjacent GNAS Parcels	.....	Parcels 2, 3, 4, 5, 6, 7, 8, 10, 16, 17, 18 and Park District 9-Hole Golf Course

Glenview
Naval Air Station Redevelopment Project

ADDITIONAL REQUIREMENTS AND EVALUATION CRITERIA

PLANNING & DESIGN

1. The image and prestige of this course must be very upscale, similar to Kemper Lakes or Cog Hill. A world-renowned golf course architect, such as Tom Fazio or Pete Dye, is strongly encouraged.
2. The course must be accessible to the public. A certain level of preferred tee-times and greens fee discounts for Glenview Park District residents are required. Corporate memberships will be allowed as long as they do not eliminate reasonable blocks of tee times for Glenview Park District residents.
3. A high-quality golf learning center is encouraged to be included as part of the golf course.
4. A Glenview Park District nine-hole golf course is planned to the north of Parcel 20. To facilitate development of the nine-hole course, and to take advantage of certain economies of scale, proposers are encouraged to:
 - a) *locate the clubhouse, maintenance facilities and parking lots at the north end of Parcel 20 to allow for sharing of these facilities with the Park District. Proposals should discuss shared operation and maintenance options for the Park District course.*
 - b) *work in a cooperative effort with the Park District to identify design/build options for the nine-hole course using purchaser-selected contractors but funded by the Park District.*
5. As depicted in the rendered Master Plan, the design of the golf course should incorporate view corridors into the course from some of the adjacent streets to allow non-golfing citizens the ability to enjoy this open space amenity.
6. The proximity to the Mixed-Use Retail Center offers the opportunity to integrate the clubhouse into the retail/entertainment district in Parcel 17. A site plan configuration that achieves this objective is strongly encouraged.
7. Proposals must define the investment in the clubhouse, maintenance facilities, parking lots, course construction and design; proposals must also present projected greens fees and rounds per year.
8. The Village will place a deed restriction on the parcel to guarantee that it remains a golf course in perpetuity.
9. An alternative design to the "core layout" of the Parcel may be proposed, but is not encouraged as it would likely detract from the quality of golf that is desired. The alternate design routing plan may encroach or integrate with residential Parcels 1, 2, 3, 4, 5, 6, 7 and 8.
10. Preservation of existing trees and their sensitive integration into the site plan is strongly encouraged. Furthermore, the use of natural landscaping and harmonizing the course with a native prairie theme will be viewed favorably.

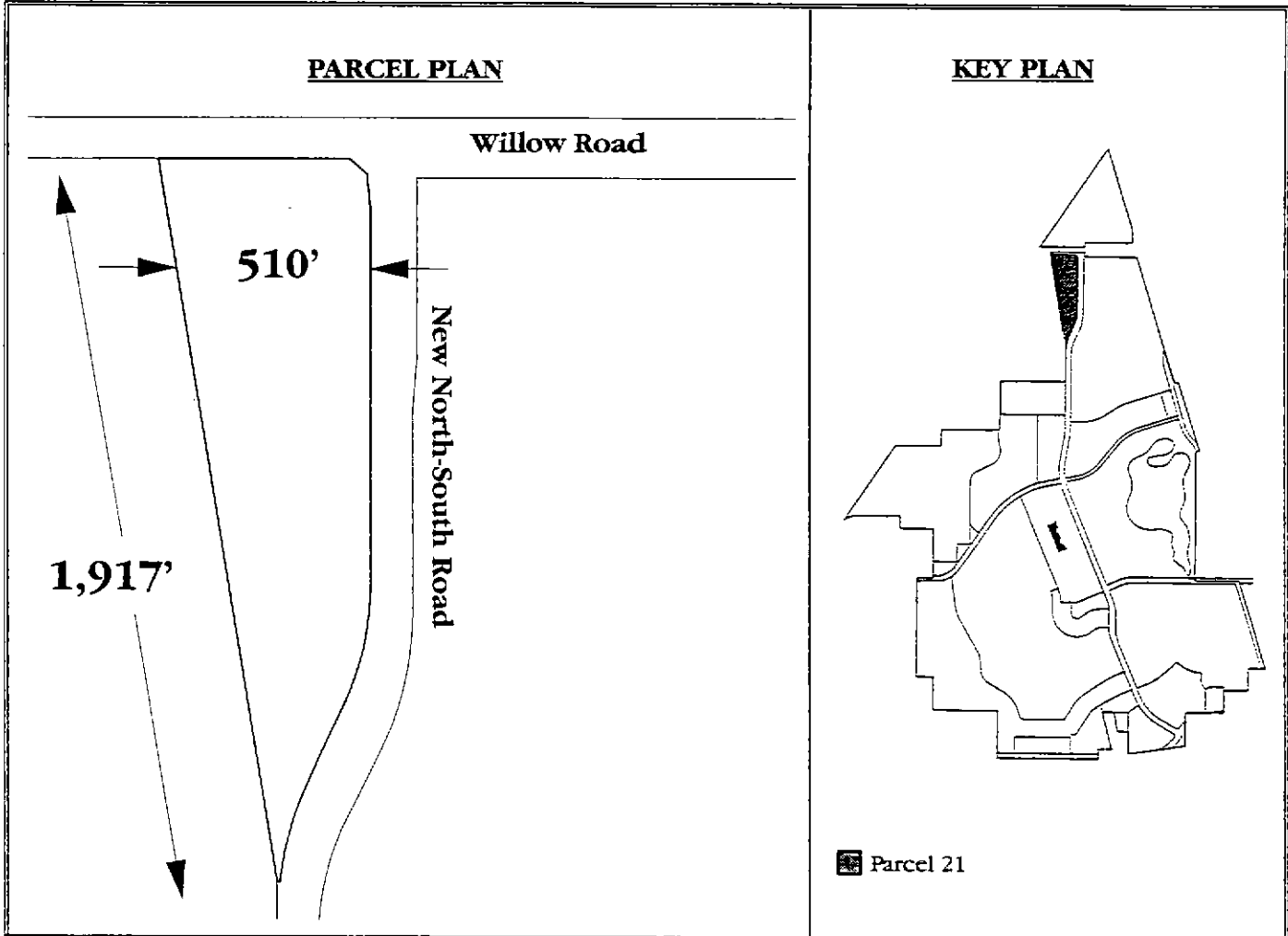
INFRASTRUCTURE

11. The purchaser must construct a 96-inch storm sewer pipe and allow a utility easement through the property in the approximate vicinity of the existing West Lake Avenue ROW.
12. Sanitary Service: Sanitary flows from the southern portion of the Parcel should be routed to the Village sanitary sewer along the North-South Road. Sanitary flows from the central portion of Parcel 20 could be routed to the sanitary sewer network serving Parcel 4 or the sanitary sewer main along West Lake Avenue. Sanitary flows from the northern portion of the Parcel should be routed to the sanitary sewer network serving Parcel 17 or the sanitary sewer main along West Lake Avenue.
13. Potable Water: The local potable water network within the southern portion of the Parcel should be connected to Village main along the North-South Road. The potable water network serving the central portion of the site should be connected to the network serving Parcel 4 and the 16-inch main along Parcels 16 and 18. The local potable water network serving the northern portion of the site should be connected to the network serving Parcel 17 and to a watermain along West Lake Avenue.
14. Storm Drainage: Storm water detention for Parcel 20 is provided in the lake. Storm flows from the southern portion of the Parcel should be routed to the storm sewer along the North-South Road. Storm flows from the northern portion of the Parcel should be routed to the 96-inch storm sewer running eastward from the West Lake Avenue entrance to Parcel 4. This east-west storm sewer needs to be sized to transport a peak flow of up to 150 MGD from upstream areas on air station site and off-base.

PARCEL 20 - 179.2 ACRE CHAMPIONSHIP GOLF COURSE

Glenview
 Naval Air Station Redevelopment Project

PARCEL 21 - 15.4 ACRE BUSINESS PARK



PROPOSED LAND USE

The Village of Glenview offers Parcel 21 for development as a business park. The Parcel is located at the north section of the site just south of Willow Road and west of the new North-South Road. This Parcel offers immediate access and prominent visibility to Willow Road, at a new signalized intersection. Access to the Tri-State Tollway (I-294) and the Edens Expressway is only 2 and 3 miles away via Willow Road.

PARCEL SUMMARY

Total Area	15.4 acres
Allowable Zoning	I-2
Date Available	Immediately
Planned Density	Approximately 235,000 square feet
Access	Willow Road and the North-South Road
Existing Use	Open space
Adjacent GNAS Parcels	Parcels 14, 22 and 23

ADDITIONAL REQUIREMENTS AND EVALUATION CRITERIA

PLANNING & DESIGN

1. A single development of Parcels 21, 22 and 23 to create a unified business park identity is preferred. See the rendered Master Plan and Design Guidelines to suggest how these objectives might be accomplished. See Parcel 22 Additional Requirements and Evaluation Criteria for more information.
2. This highly visible Parcel location serves as an important "gateway" into the site; noteworthy architecture and landscape treatments are strongly encouraged.
3. Should Parcel 21 not be assembled with Parcels 22 and 23, the site plan and building design nonetheless must be compatible with Parcels 22 and 23 to create a seamlessly integrated business park campus.
4. Proposals must include a discussion of the target market anticipated for this Parcel.

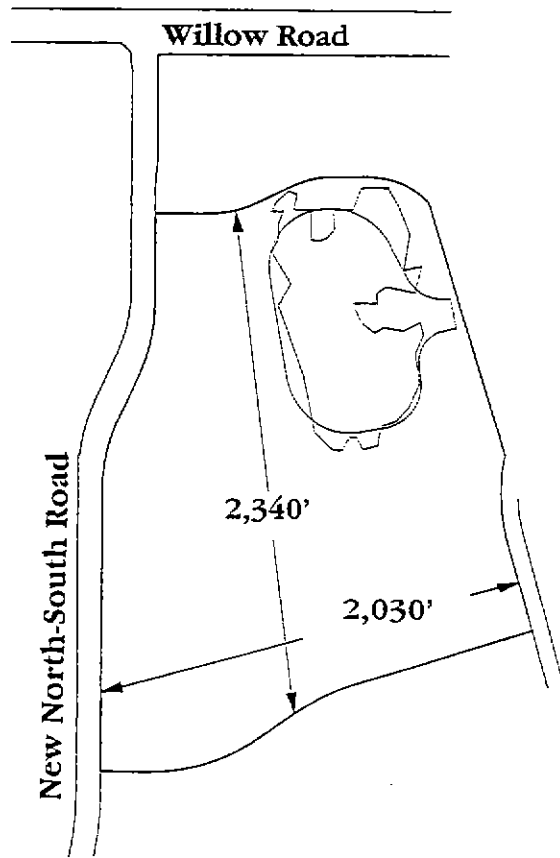
INFRASTRUCTURE

5. Sanitary Service: Sanitary flows from the Parcel should be routed to the MWRDGC interceptor along Willow Road or the system installed under Parcel 23. The sanitary network will not receive flows from other Parcels.
6. Potable Water: The local potable water network within the Parcel should be connected to the Village main along the North-South Road.
7. Storm Drainage: Storm detention for Parcel 21 is provided in the lake. The storm sewer serving the Parcel should be configured to receive piped or overland flows discharging onto the air station site from existing developed areas to the west with connection to the storm sewer along the North-South Road.

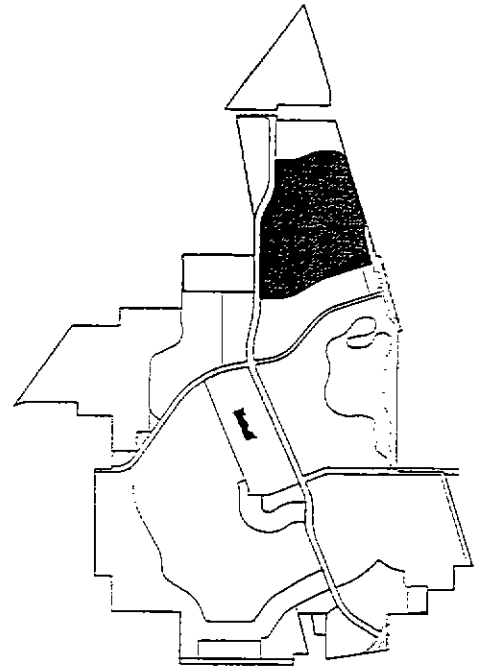
Glenview
Naval Air Station Redevelopment Project

PARCEL 22 - 80.0 ACRE BUSINESS PARK

PARCEL PLAN



KEY PLAN



■ Parcel 22

PROPOSED LAND USE

The Village of Glenview offers Parcel 22 for development as a business park. The Parcel is located in the north section of the site and adjacent to the Metra commuter rail station, the North-South Road and Lehigh Avenue. A new signalized intersection at Willow Road and the North-South Road creates convenient access to the Tri-State Tollway (I-294) and the Edens Expressway. The 80-acre size does not include the prairie preserve.

PARCEL SUMMARY

Total Area (excluding prairie preserve)	80.0 acres
Allowable Zoning	I-2
Date Available	Immediately
Planned Density	Approximately 1,310,000 square feet
Access	North-South Road and Lehigh Avenue
Existing Use	Open space and runway
Adjacent GNAS Parcels	Parcels 9, 15, 19, 21, 23, Fire and Police Academy and Metra Station

Glenview
Naval Air Station Redevelopment Project

ADDITIONAL REQUIREMENTS AND EVALUATION CRITERIA

PLANNING & DESIGN

1. A single development of Parcels 21, 22 and 23 to create a unified business park identity is preferred. See the rendered Master Plan and Design Guidelines to suggest how these objectives might be accomplished. The approximate buildable square feet for Parcels 21, 22 and 23 is 1,807,000 square feet.
2. Should Parcel 22 not be assembled with Parcels 21 and 23, the site plan and building design must be compatible with Parcels 21 and 23 to create a seamlessly integrated business park campus.
3. The prairie preserve of 13.4 acres with a 10 foot buffer is surrounded by this Parcel; this prairie will be preserved if the Village is successful in receiving a permit to fill some low quality wet lands for development. The boundary of the prairie is depicted on the Parcel Plan as the irregular shape; the oval shape indicates its general vicinity. The ownership of the prairie preserve will be a public or not-for-profit entity, to be determined; maintenance of the prairie will be managed by that entity. The cost of the prairie maintenance will be a part of the common area assessment paid by the business park owner's association.
4. All proposals must include a site plan that positions the prairie as an amenity to adjacent users, but also allows public access (possibly off of Lehigh Avenue).
5. Proposers are strongly illustrates to identify alternatives that increase the size of the prairie without decreasing the value of the land or the purchase price.
6. A landscaping plan that encourages integration of the prairie into surrounding Parcels, as well as prairie landscape into the overall business park landscape plan, is strongly encouraged. The prairie area may be used in the calculation of overall density, if there is an acceptable prairie integration plan.
7. Proposals must include a discussion of the target market for the business park, including descriptions of buyers or tenants, conceptual master plan, and how much of the park is build-to-suit or speculative development.
8. The construction by the purchaser of a secondary road that links the North-South Road to Lehigh Avenue through this Parcel is required. See the rendered Master Plan for illustrative purposes.
9. The Village Board reserves the right to establish appropriate protective measures for the prairie areas, which may include the following: public ownership, ESA Designation, deed restriction, and reliance upon the existing development process.

INFRASTRUCTURE

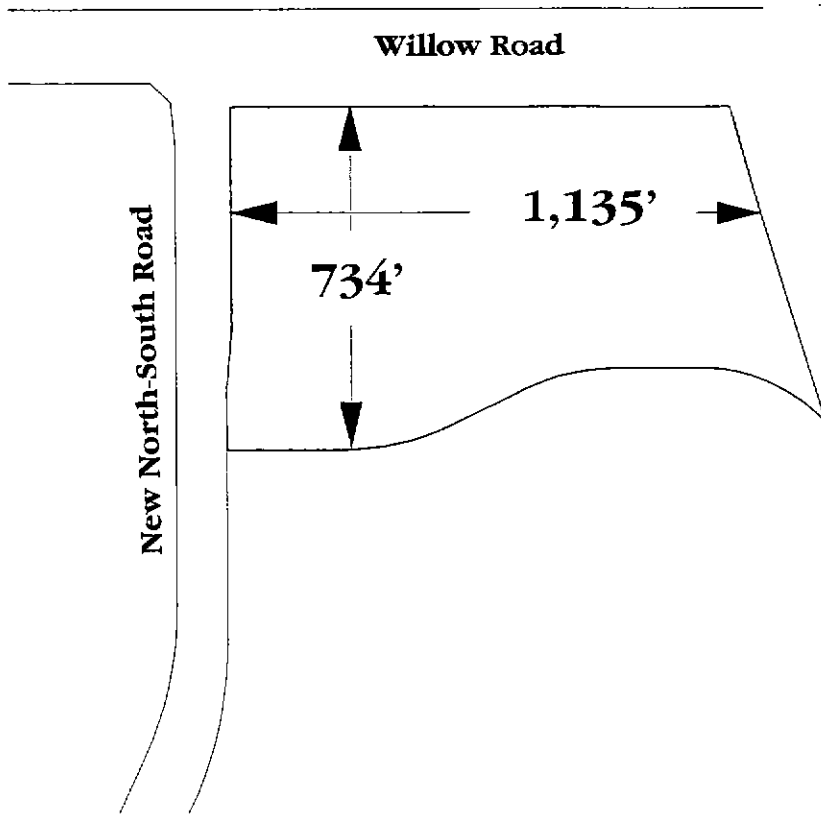
10. Sanitary Service: Sanitary flows from the Parcel should be routed to the MWRDGC interceptor sewer along Lehigh Avenue. The sanitary network in Parcel 22 should be sized to receive a peak flow of up to 0.1 MGD from the 20-acre public use area and the peak flow from Parcel 21.
11. Potable Water: The local potable water network within the Parcel should be connected to Village main along Lehigh Avenue, the Village main along the North-South Road and the local network serving the 20-acre public use area. A minimum of 16-inch to 24-inch looped watermain system around the perimeter of the Parcel will be required.
12. Storm Drainage: Storm water detention for Parcel 22 is generally provided in the lake. The storm sewers within the Parcel should be routed to the storm sewer along the North-South Road. Storm runoff from building roofs, parking lots and other paved areas should be routed to the lake. If necessary, lawn areas in the northeastern portion of the Parcel may be graded to drain toward the prairie area. However, a separate detention facility will need to be provided for any areas draining toward the prairie. The storm network serving Parcel 22 will not receive flows from other Parcels except those flows draining toward the prairie.

PARCEL 22 - 80.0 ACRE BUSINESS PARK

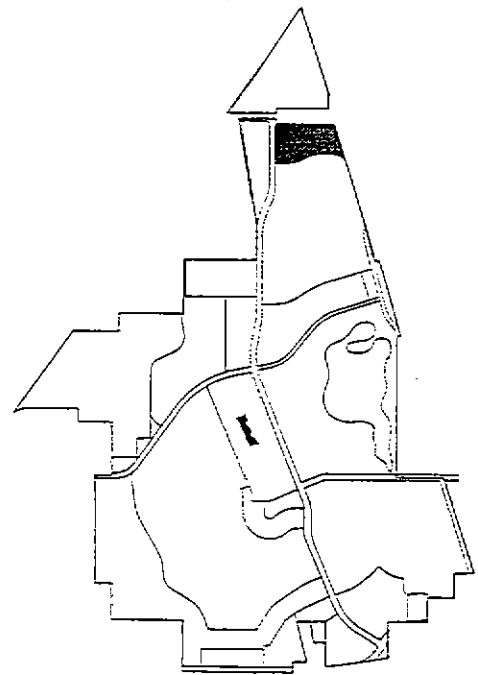
Glenview
 Naval Air Station Redevelopment Project

PARCEL 23 - 17.1 ACRE BUSINESS PARK

PARCEL PLAN



KEY PLAN



■ Parcel 23

PROPOSED LAND USE

The Village of Glenview offers Parcel 23 for development as a business park. The Parcel is located at the north section of the site just south of Willow Road and east of the new North-South Road. This Parcel offers immediate access and prominent visibility to Willow Road, at a new signalized intersection. Access to the Tri-State Tollway (I-294) and the Edens Expressway is only 2 and 3 miles away via Willow Road.

PARCEL SUMMARY

Total Area	17.1 acres
Allowable Zoning	I-2
Date Available	Immediately
Planned Density	Approximately 260,000 square feet
Access	North-South Road, Willow Road and LeHigh Avenue
Existing Use	Open space and runway
Adjacent GNAS Parcels	Parcels 14, 21 & 22

ADDITIONAL REQUIREMENTS AND EVALUATION CRITERIA

PLANNING & DESIGN

1. A single development of Parcels 21, 22 and 23 to create a unified business park identity is preferred. See the rendered Master Plan to suggest how these objectives might be accomplished. See Parcel 22 Additional Requirements and Evaluation Criteria for more information.
2. This highly visible parcel location serves as an important "gateway" into the site. Because of this, noteworthy architecture and landscape treatments are strongly encouraged.
3. Should Parcel 23 not be assembled with Parcels 21 and 22, the site plan and building design must be compatible with Parcels 21 and 22 to create a seamlessly integrated business park campus.

INFRASTRUCTURE

4. Sanitary Service: Sanitary flows from the parcel should be routed to the MWRDGC interceptor sewer along Lehigh Avenue. The sanitary network will not receive flows from other Parcels.
5. Potable Water: A local potable water system within the Parcel should be connected to Village mains along the North/South Road, Willow and Lehigh Avenue as described in Parcel 22.
6. Storm Drainage: Storm water detention for Parcel 23 is generally provided in the lake. The storm sewers within the Parcel should be routed to the storm sewer along the North-South Road. Storm runoff from building roofs, parking lots and other paved areas should be routed to the lake. If necessary, lawn areas in the northeastern portion of the Parcel may be graded to drain toward the prairie area. However, separate detention facilities will need to be provided for any areas draining toward the prairie. The storm network serving Parcel 23 will not receive flows from other Parcels.











SECTION II

EXHIBITS

1. Master Plan
2. Comprehensive Plan
3. Existing Conditions Site Plan
4. Land Transfer Schedule
5. Village Base Map
6. Aerial Photograph
7. Demographics
8. Inventory of Existing Structures
9. Hangar One Information
10. Buyer/Broker Certification Form
11. Summary Pricing Form
12. Financial Information Form
13. Proposer's Certification
14. Pre-Proposal Conference and Property Tour Notification Form
15. Purchase and Sale Agreement
16. Preferred Tenant List
17. List of Additional Documents

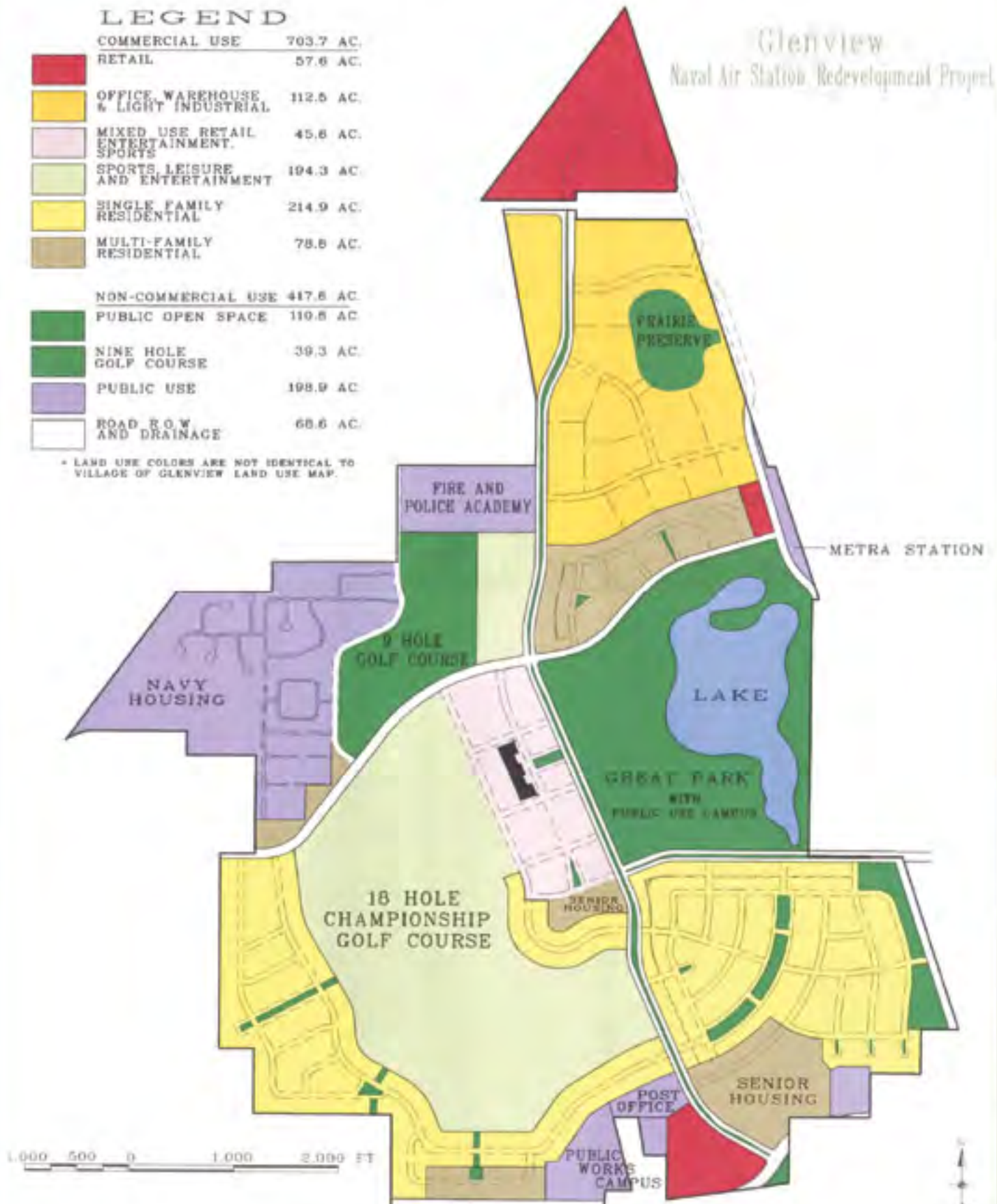
EXHIBIT 1 - MASTER PLAN

LEGEND

COMMERCIAL USE 703.7 AC.	
	RETAIL 57.6 AC.
	OFFICE, WAREHOUSE & LIGHT INDUSTRIAL 112.5 AC.
	MIXED USE RETAIL, ENTERTAINMENT, SPORTS 45.8 AC.
	SPORTS, LEISURE AND ENTERTAINMENT 104.3 AC.
	SINGLE FAMILY RESIDENTIAL 214.9 AC.
	MULTI-FAMILY RESIDENTIAL 78.8 AC.
NON-COMMERCIAL USE 417.6 AC.	
	PUBLIC OPEN SPACE 110.6 AC.
	NINE HOLE GOLF COURSE 39.3 AC.
	PUBLIC USE 198.9 AC.
	ROAD R.O.W AND DRAINAGE 68.6 AC.

* LAND USE COLORS ARE NOT IDENTICAL TO VILLAGE OF GLENVIEW LAND USE MAP.

Glenview
Naval Air Station Redevelopment Project



1,000 500 0 1,000 2,000 FT



LEGEND

-  Single-Family Residential
-  Multi-Family Residential
-  Retail
-  Office/Industrial
-  Public Land
-  Parks and Open Space
-  Sports/Leisure/Entertainment
-  GNAS Boundary
-  Potential Transportation Improvements

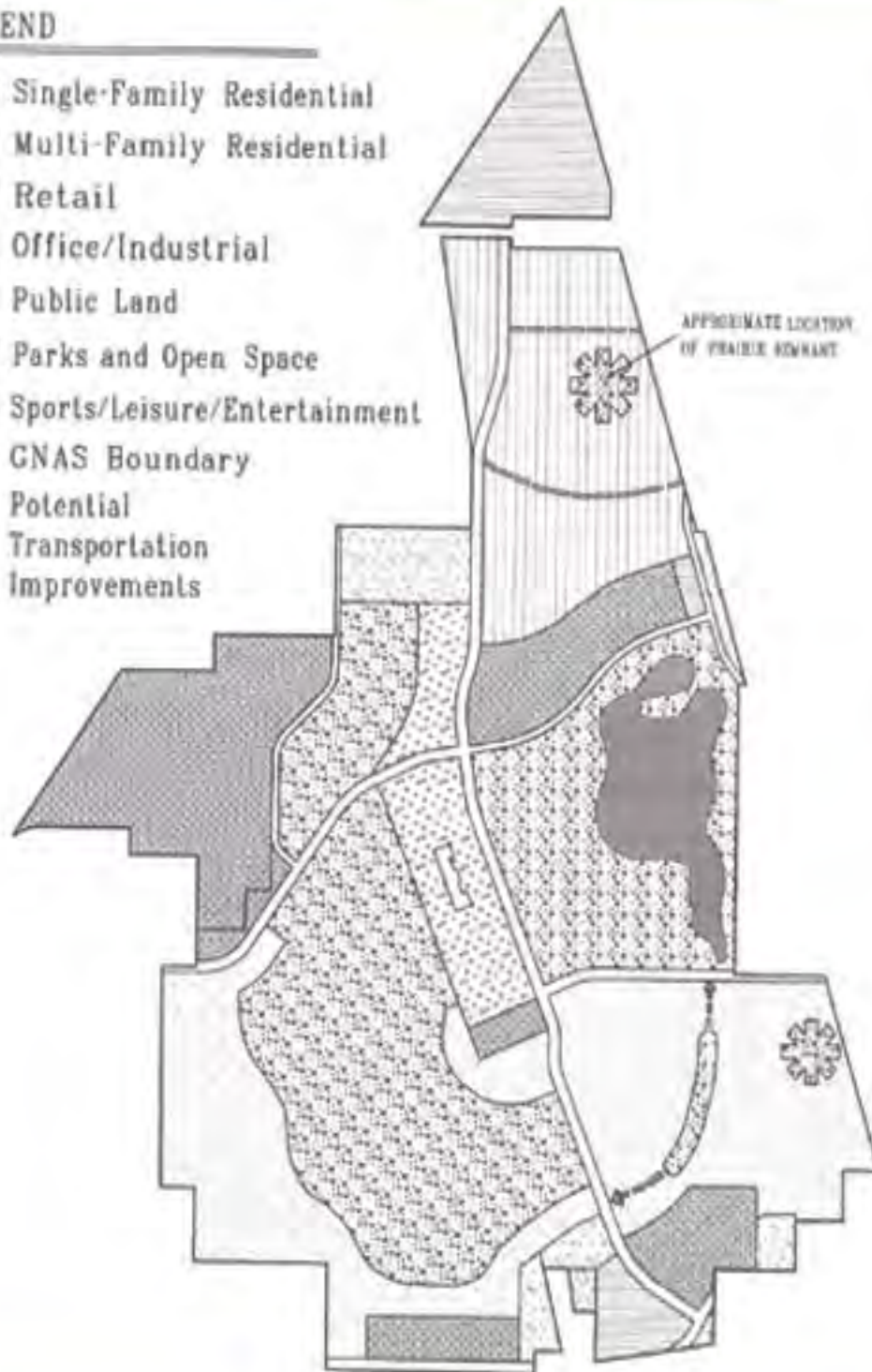
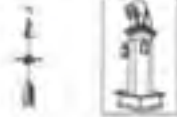


EXHIBIT 2

VILLAGE OF GLENVIEW, ILLINOIS

0 500 1000 2000 FT



Village Comprehensive Plan As Amended, 1998

RECOMMENDATIONS

HOUSING

- Create a range of residential development densities consistent with existing neighborhoods
- Accommodate various types of senior housing

OFFICE/INDUSTRIAL

- Promote uses that will provide jobs and economic development
- Incorporate existing prairie remnant as an open space amenity

RETAIL

- Develop neighborhood retail center at North-South Road/East Lake Avenue intersection
- Develop large retail center site north of the new North-South/Wilow Road intersection

SPORTS/LEISURE/ENTERTAINMENT

- Develop a multi-use sports/entertainment center located around Hangar One
- Provide accessory uses compatible with sports/leisure/entertainment center

PARKS/OPEN SPACE

- Provide public open space including a lake, a community park, a village green, a prairie ball field, neighborhood parks, and bike paths
- Develop an 18-hole championship quality golf course with an adjacent 9-hole executive course

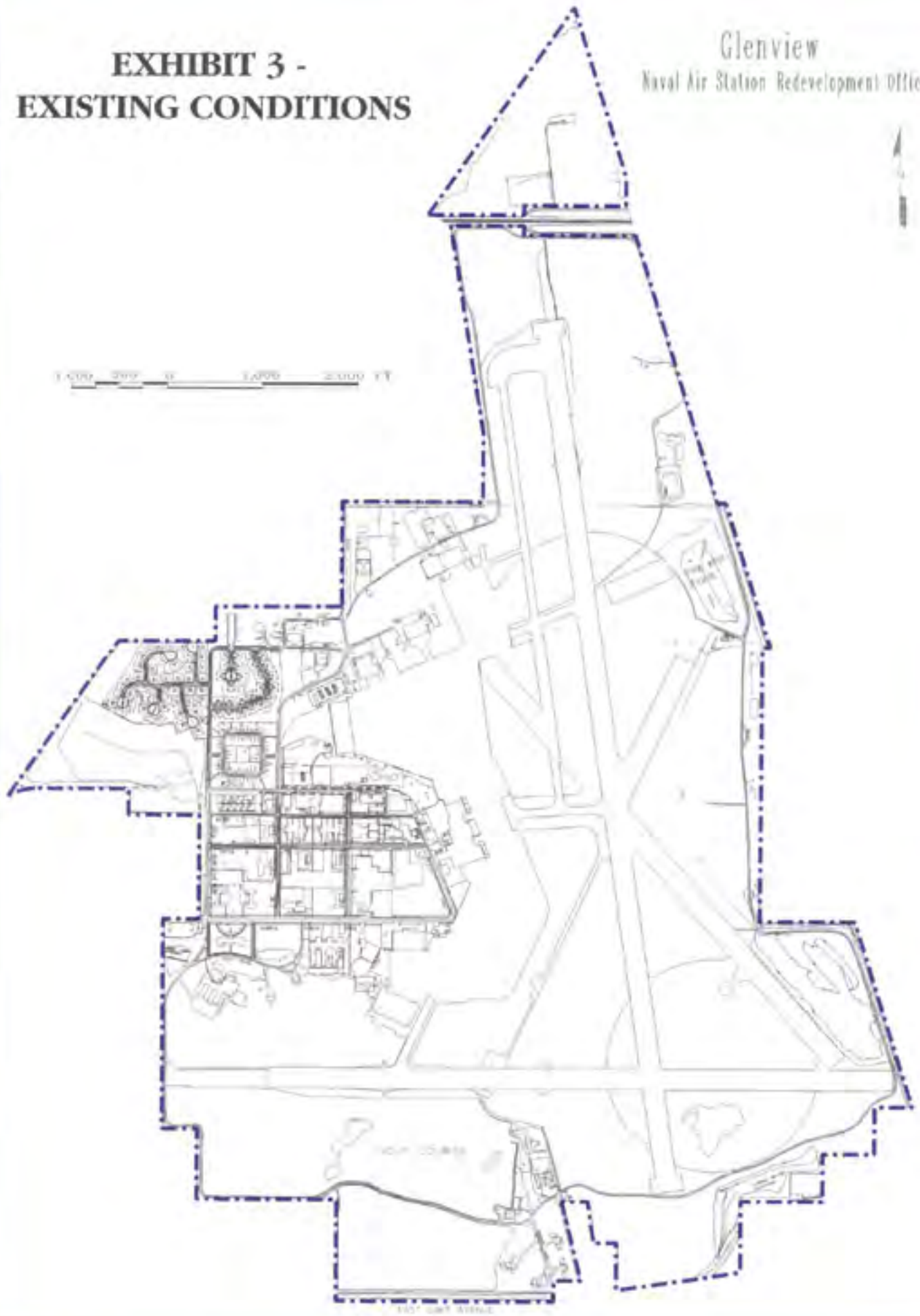
TRANSPORTATION

- Provide signaled connections through the project at Lake Avenue and Willow Road
- Avoid cut-through traffic into existing neighborhoods and improve community-wide circulation
- Construct a second METRA train station along Lehigh Avenue

Figure 15
Glenview Naval Air Station
Development Scenario

EXHIBIT 3 - EXISTING CONDITIONS

Glenview
Naval Air Station Redevelopment Office



140' GUY AVENUE

EXHIBIT 4 - LAND TRANSFER SCHEDULE

Glenview
Naval Air Station Redevelopment Project

LEGEND

PARCEL	TRANSFER
	TRANSFERRED PROPERTY
	PARCEL IV 6/98
	PARCEL V-A 4/99 - Est.
	PARCEL V-B 6/99 - Est.
	PARCEL V-C 10/99 - Est.
	Available Parcels

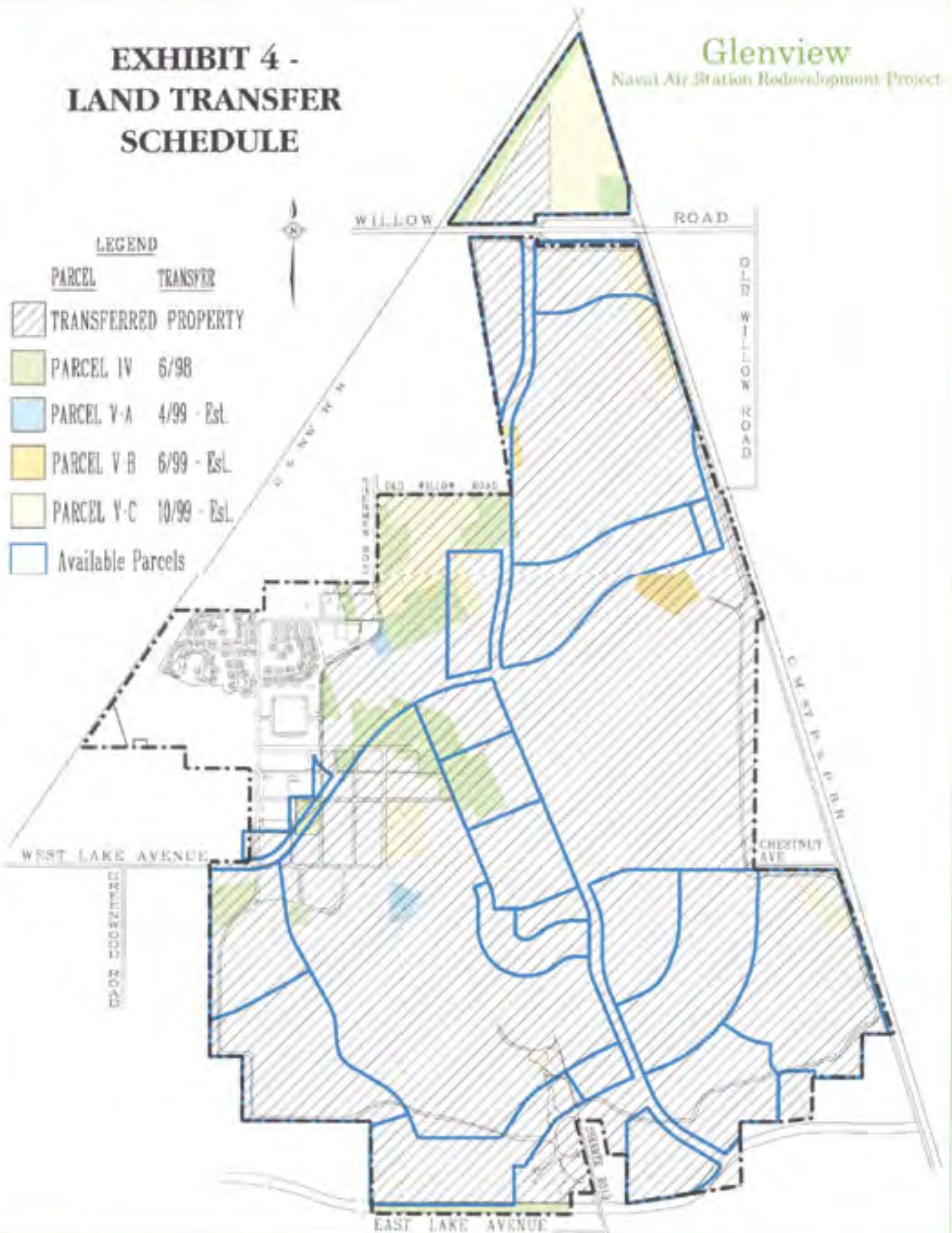


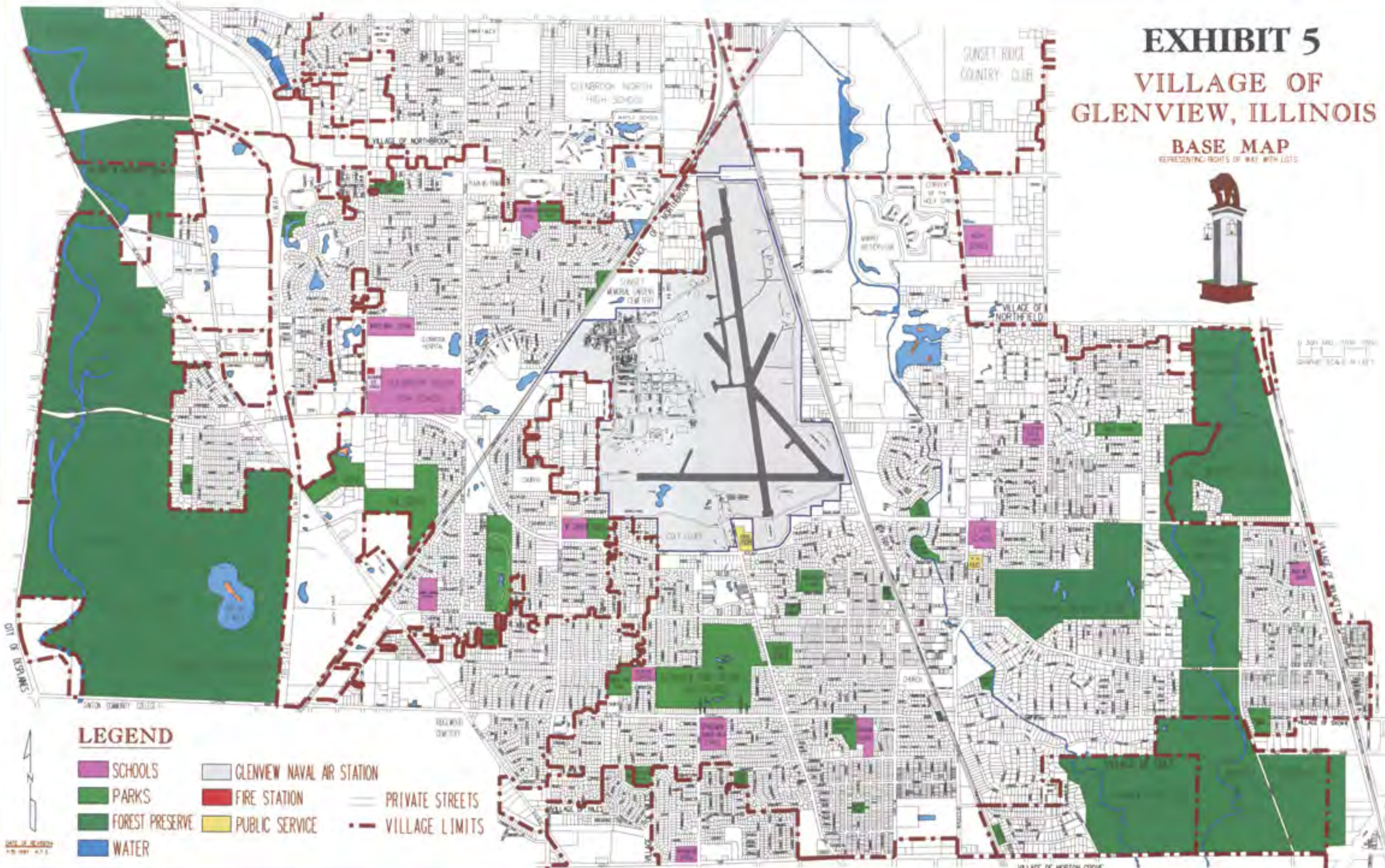
EXHIBIT 5

VILLAGE OF GLENVIEW, ILLINOIS

BASE MAP
REPRESENTING RIGHTS OF WAY WITH LOTS



0 300' 600' 900' 1200'
GRAPHIC SCALE IN FEET



LEGEND

- | | | |
|-----------------|----------------------------|-----------------|
| SCHOOLS | GLENVIEW NAVAL AIR STATION | PRIVATE STREETS |
| PARKS | FIRE STATION | VILLAGE LIMITS |
| FOREST PRESERVE | PUBLIC SERVICE | |
| WATER | | |

EXHIBIT 6 - AERIAL PHOTOGRAPH



Glenview
Naval Air Station Redevelopment Project

EXHIBIT 7 - DEMOGRAPHIC INFORMATION

Glenview was already a thriving farming community at the time of the Chicago Fire in 1871 and was incorporated as a village in 1899. Growth for the next fifty years was leisurely; the 1950 census showed the Village's population to be 6,142. The opening of the Edens Expressway in the mid-1950's ushered in an era of growth for the Village. By 1992, the Village had grown to 13.1 square miles and a population of 38,079.

The North Shore includes Glenview and the neighboring communities of Deerfield, Glencoe, Highwood, Lake Forest, Lake Bluff, Kenilworth, Northbrook, Highland Park, Wilmette, and Winnetka. These suburban communities are generally located within five miles of Lake Michigan on either side of the border between Lake and Cook Counties north of Chicago. The area is decidedly upscale; in 1990, Highland Park, Northbrook, and Wilmette ranked first, second, and third, respectively, in median household income among Illinois cities with over 25,000 population. All three had median household incomes over 230% of the national median. Deerfield, Winnetka, Lake Forest, and Lake Bluff have populations below 25,000 but enjoy similar household income statistics. These communities are reaching a "built-out" status as the area's real estate market approaches maturity.

Metropolitan Chicago is the third-largest metropolitan area in the United States and the largest between the East and West coasts. It trails only New York and Los Angeles in total nonagricultural wage and salary employment. The Chicago area has a well-diversified economy. It is the financial center of the mid-continent, a major distribution center, and ranks second among metropolitan areas as the headquarters of Fortune 500 industrial companies and third as the headquarters of Fortune 500 service companies. In 1993, the nine-county Chicago area supported a total of 3,700,000 non-agricultural wage and salary workers. This represented almost 70% of total Illinois employment and 3.3% of total U.S. employment.

The area's economy is not "recession-proof"; between 1990 and 1992, the Chicago area saw no net job growth as corporations downsized their workforces during the economic slowdown. Since 1993, however, the region's economy has added over 50,000 jobs per year and can be expected to continue that trend through 2010.

The GNAS site lies within the boundaries of three school districts: Districts 30 and 34 are elementary (k-8) districts; 75% of the land area of the project (containing over 90% of the proposed housing units) falls in District 34. Almost the entire Village of Glenview, including the GNAS site, lies in Northfield Township High School District 225. Schools in Districts 34 and 225 have won National Excellence in Education awards since 1983 and test scores in all three districts are substantially above local, state, and national averages.

The following pages present more detailed demographics on the Glenview area as compiled by Information Decision Systems and the Glenview Chamber of Commerce. Excerpts of demographic information have been taken from the 1997 "Living in Greater Chicago" magazine. Please note that projections for future years do not include the impact of the Naval Air Station Redevelopment Project or other adjacent developments.

Glenview
Naval Air Station Redevelopment Project

EXHIBIT 7 - DEMOGRAPHIC INFORMATION

WORK FORCE

TEN LARGEST EMPLOYERS - GLENVIEW:

<u>RANK</u>	<u>EMPLOYER</u>	<u>BUSINESS/SERVICE</u>	<u>NO. OF EMPLOYEES</u>
1	Kraft Foods	Corporate Headquarters/Research Facility	2,315
2	ITW/Signode	Corporate Headquarters	1,200
3	Zenith Electronics	Electronics - Worldwide Headquarters	900
4	Glenbrook Hospital	Hospital (141 Beds)	600
5	Scott Foresman/Addison Wesley	Publishing - Corporate Headquarters	500
6	Glenview Community Consolidated School District #34	Elementary School District - 7 schools	400
7	Avon	Cosmetics - Shipping Facility	369
8	Omni-Circuits, Inc.	Circuit Boards	350
9	Glenbrook South H.S.	High School Campus and Separate Administration Building for District #225 (Glenview and Northbrook)	312
10	Guarantee Trust Life Insurance	Life Insurance Headquarters	295

RESOURCES

HOTELS:

There are 800 rooms available in our local hotels and motels. Meeting space ranges from rooms which hold 15 people to 14,000 square feet of banquet space.

UTILITIES:

Water	Village of Glenview	(847) 724-3112
Gas	Northern Illinois Gas Co.....	(847) 729-4300
Electric	Commonwealth Edison.....	(800) 334-7661
Cable	TCI of Illinois	(847) 299-9240
Telephone	Ameritech	(800) 224-4444
Garbage	Waste Management Northwest.....	(847) 520-7200

HEALTH FACILITIES:

Glenbrook Hospital, 2100 Pfingsten Road, (847)570-5020: 125 Beds, Emergency Treatment & Appointments.

EDUCATIONAL FACILITIES:

District #30.....	(847) 498-4190
District #31.....	(847) 272-6880
District #34.....	(847) 998-5000
District #225 - Glenbrook South H.S.....	(847) 729-2000
District #203 - New Trier Township H.S.....	(847) 446-7000
Oakton Community College.....	(847) 635-1600

Admiral Ewen Ave 4th St
 Coord: 42.0873 87.8258

PREPARED FOR:
 Glenview Naval Air Station

Area 1: 1.0 Mile Radius
 Area 2: 3.0 Mile Radius
 Area 3: 5.0 Mile Radius

Description	Area 1	Area 2	Area 3
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MARKET PROFILE The Market Profile Report Contains a comprehensive list of Demographic information based on 1990 Census data updated to reflect 1998 estimates and 2003 projections. Population and household count data on this report is retrieved at the census block level.



POPULATION & HOUSEHOLDS Population and household information allows you to quantify the market size and measure future market growth. Population is defined as all living persons. Households include all occupied housing units, regardless of the relationship of the residents.

2003 Population	6,485	91,120	263,110
1998 Population	6,490	90,676	261,669
1990 Population	6,434	88,989	256,757
Pop Per Square Mile	2,106	2,947	3,356
2003 Households	1,973	33,941	98,376
1998 Households	1,984	33,804	97,665
1990 Households	1,984	33,401	97,029
% Annual HH Growth 1990-1998	-	0.20	0.10



HOUSEHOLD BY INCOME. Household income is a good indicator of the spending power of your market. Household income includes the income of all persons 15 years old and over. Median income divides the income distribution into two equal parts one-half falling above the median and one-half below.

% Under \$15,000	4.0	6.9	6.8
% \$15,000-\$24,999	9.8	7.0	7.3
% \$25,000-\$34,999	13.0	9.6	9.7
% \$35,000-\$49,999	13.9	14.0	14.2
% \$50,000-\$74,999	23.0	22.5	22.3
% \$75,000-\$99,999	15.1	15.1	15.0
% \$100,000-\$149,000	12.9	13.1	13.3
% \$150,000+	8.4	11.9	11.4
Average Household Income	\$82,975	\$101,912	\$100,505
Median Household Income	\$58,283	\$63,720	\$63,378
PER CAPITA INCOME	\$27,841	\$38,695	\$38,354

Admiral Ewen Ave 4th St
 Coord: 42.0873 87.8258

PREPARED FOR:
 Glenview Naval Air Station

Area 1: 1.0 Mile Radius
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 Area 3: 5.0 Mile Radius

Description	Area 1	Area 2	Area 3
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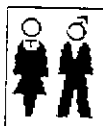
POPULATION BY RACE. The race variables represent the self-classification by people according to the race with which they most closely identify. Ancestry can be viewed as the nationality, lineage or country of birth of a person. Persons of Hispanic ancestry may be of any race.

% White	83.5	84.7	85.9
% Black	5.4	1.8	1.7
% Asian	9.0	12.0	10.4
% Other	2.1	1.6	2.0
% Hispanic Ancestry	5.6	5.5	5.9



POPULATION BY AGE. Population by age variables provide valuable information as to the relative maturity or youth of a particular market. Median age divides the age distribution into two equal parts, one-half falling below the median and one-half above.

% Under Age 6	9.6	7.3	7.1
% Age 6-17	16.4	15.0	14.5
% Age 18-24	10.6	7.8	7.2
% Age 25-34	13.6	13.3	12.8
% Age 35-44	14.6	15.2	14.8
% Age 45-54	11.9	15.4	15.0
% Age 55-64	8.1	10.9	11.7
% Age 65+	15.3	15.2	16.9
Average Age of Total Population	36.8	39.1	40.2
Median Age of Total Population	35	40	41



POPULATION BY SEX

% Male	49.0	48.2	47.9
% Female	51.1	51.8	52.1
% Females Under Age 6	9.6	7.0	6.7
% Females Age 6-13	10.8	9.4	9.1
% Females Age 14-17	4.7	4.6	4.5
% Females Age 18-24	7.8	7.1	6.6
% Females Age 25-34	12.1	12.4	12.0
% Females Age 35-44	13.9	15.4	14.8
% Females Age 45-54	11.8	15.8	15.5
% Females Age 55-64	8.7	10.8	11.7
% Females Age 65+	20.5	17.5	19.2
Average Age Female	40.1	40.7	41.8

Admiral Ewen Ave 4th St
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 Area 3: 5.0 Mile Radius

Description	Area 1	Area 2	Area 3
% Males Under Age 6	9.6	7.6	7.4
% Males Age 6-13	11.7	10.7	10.5
% Males Age 14-17	5.6	5.3	5.1
% Males Age 18-24	13.4	8.5	7.8
% Males Age 25-34	15.0	14.3	13.8
% Males Age 35-44	15.3	15.0	14.8
% Males Age 45-54	12.0	15.0	14.5
% Males Age 55-64	7.6	10.9	11.8
% Males Age 65+	9.9	12.6	14.4
Average Age Male	33.4	37.3	38.4



EDUCATION. The educational attainment variables are another way to determine the relative socio-economic status of an area. For these variables persons 25 years old and over are classified according to their highest level of school completed or their highest degree received.

% Elementary School (0-8 Years)	3.8	4.6	5.5
% Some High School (9-11 Years)	5.4	6.0	6.8
% High School Graduate (12 Years)	25.6	20.6	22.1
% Some College (13-15 Years)	30.0	26.8	26.1
% College Graduate (16+ Years)	35.1	42.0	39.5
Average Years of School Completed	14.1	14.3	14.1



MARITAL STATUS

% Persons Married	61.7	60.6	61.3
% Persons Single	38.3	39.4	38.7
% Females Married	59.2	57.7	58.0
% Females Never Married	18.3	21.8	21.0
% Females Widowed/Divorced/Separated	22.5	20.5	21.1
% Males Married	64.2	63.7	64.8
% Males Never Married	28.1	28.2	27.2
% Males Widowed/Divorced/Separated	7.7	8.1	7.9

Admiral Ewen Ave 4th St
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OCCUPATION. The occupation variables help you evaluate the composition of the labor force in a particular market. These variables are based on the population 16 years of age and over employed in the labor force, except for Pop in Armed Forces & Unemployed which are based on Pop Age.

Pop 16+ Employed in Civilian Labor Force	2,725	47,802	137,673
% White Collar	79.0	78.7	76.8
% Executive & Managerial	18.1	20.2	20.0
% Professional Specialty	19.4	19.3	18.5
% Technical Support	2.5	3.4	3.3
% Administrative Support	17.8	16.6	17.1
% Sales	21.2	19.1	17.8
% Blue Collar	13.7	13.1	14.6
% Precision Production, Craft & Repair	6.3	6.5	7.0
% Machine Operators	3.0	3.0	3.7
% Transportation & Material Moving	2.0	1.9	1.9
% Laborers, Handlers	2.4	1.7	2.0
% Farming, Forestry & Fishing	0.2	0.4	0.5
% Service: Private Household	-	0.2	0.3
% Service: Protective	1.1	1.0	1.1
% Service: Other	5.9	6.6	6.7
% Unemployed	2.3	1.8	1.9
% Population in Armed Forces	12.4	1.0	0.4
White/Blue Collar Ratio	5.8	6.0	5.3



HOUSING. A household includes all the persons who occupy a house, apartment, mobile home or other separate living quarter. Home value is based on the owner's estimate of how much the property would sell for if it currently were for sale.

% With 1 Person	15.3	23.1	22.4
% With 2 Persons	28.4	32.8	34.3
% With 3 to 4 Persons	41.5	33.5	33.1
% With 5+ Persons	14.6	10.5	10.3
Average Persons per Household	3.0	2.6	2.6
Population in Group Quarters	571	1,597	4,700
% Under \$25,000	0.4	0.2	0.2
% \$25,000-\$49,999	0.2	0.2	0.3
% \$50,000-\$74,999	0.6	1.1	1.9
% \$75,000-\$99,999	4.3	4.8	5.9
% \$100,000-\$149,999	14.6	18.9	23.4
% \$150,000-\$199,999	25.7	22.1	24.3
% \$200,000-\$499,999	52.0	44.7	36.6
% \$500,000+	2.2	7.9	7.3
Average Home Value	\$234,670	\$250,989	\$233,462
Median Home Value	\$213,085	\$210,362	\$187,520

Admiral Ewen Ave 4th St
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PREPARED FOR:
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Area 1: 1.0 Mile Radius
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 Area 3: 5.0 Mile Radius

Description	Area 1	Area 2	Area 3
% Built in 1985-1990	7.7	5.2	4.1
% Built in 1980-1984	3.9	5.1	4.3
% Built in 1970-1979	19.9	20.5	18.0
% Built in 1950-1969	59.2	57.8	58.0
% Built in 1949 or Earlier	9.3	11.4	15.7
% Moved into Unit 0-5 Years Ago	51.0	38.7	36.0
% Moved into Unit 6-9 Years Ago	13.2	17.3	18.1
% Moved into Unit 10-14 Years Ago	8.4	11.8	12.5
% Moved into Unit 15+ Years Ago	27.4	32.1	33.4
% Single Unit Structures	67.0	65.0	67.2
% 2-9 Unit Structures	14.7	13.3	11.8
% 10+ Unit Structures	12.7	19.1	19.5
% Mobile Home/Other Structures	5.6	2.6	1.6
% Owner-Occupied Households	67.3	72.7	75.9
% Renter-Occupied Households	29.6	23.8	21.1
% Vacant	3.1	3.5	3.0
Owner/Renter Ratio	2.3	3.1	3.6



COMMUTE. The vehicle and commute variables are useful in determining the vehicle ownership that can be anticipated around a site. Commute time refers to the total number of minutes that it takes to get from home to work. Number of vehicles refers to the vehicle ownership per household.

% Commute Under 15 Minutes	37.4	22.8	23.7
% Commute 15-29 Minutes	30.8	34.1	32.8
% Commute 30-44 Minutes	18.4	24.0	23.7
% Commute 45-59 Minutes	5.6	9.7	10.4
% Commute 60+ Minutes	7.9	9.4	9.4
Average Commute to Work in Minutes	25	30	30
Households With Vehicles	1,972	31,602	92,193
% With 1 Vehicle	34.7	33.2	34.6
% With 2 Vehicles	47.8	47.7	47.4
% With 3 Vehicles	13.9	14.3	13.4
% With 4 Vehicles	2.8	3.8	3.6
% With 5+ Vehicles	0.7	1.0	1.0
Number of Vehicles	3,692	60,732	174,798
Average Number of Vehicles	1.9	1.9	1.9

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Description	Area 1	Area 2	Area 3
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TOTAL RETAIL SALES. This report is based on annualized data from the Consumer Expenditure Survey and the Census of Retail Trade, both conducted by the U.S. Dept. of Commerce.

Total Retail Sales (\$000)	92,728	1,636,237	4,706,595
Food Service (\$000)	15,847	275,875	793,972
Apparel & Accessories (\$000)	7,716	142,928	407,663
Automotive (\$000)	6,972	118,154	338,790
Drug (\$000)	2,572	41,564	123,980
Home Furnishings (\$000)	4,324	78,399	225,169
Leisure & Entertainment (\$000)	1,706	29,996	85,336
Other Retail Sales (\$000)	53,591	949,321	2,731,684



FOOD SERVICES. This category of retail sales includes dollars spent on groceries, dollars spent at fast food restaurants and dollars spent at full service restaurants.

Food Service (\$000)	15,847	275,875	793,972
Groceries (\$000)	9,777	157,594	455,283
Fast Food (\$000)	2,910	55,831	160,006
Breakfast (\$000)	204	4,008	11,583
Lunch (\$000)	876	16,366	46,658
Dinner (\$000)	1,422	28,172	80,894
Snacks & Beverages (\$000)	408	7,285	20,871
Full Service (\$000)	2,489	47,696	136,689
Breakfast (\$000)	171	3,360	9,713
Lunch (\$000)	734	13,725	39,130
Dinner (\$000)	1,193	23,627	67,841
Snacks & Beverages (\$000)	391	6,984	20,005
Alcoholic Beverages (\$000)	671	14,754	41,994




APPAREL. This category of retail sales includes dollars spent on all apparel, footwear, jewelry and other accessories.

Apparel & Accessories (\$000)	7,716	142,928	407,663
Apparel (\$000)	5,740	104,768	298,887
Women's (\$000)	2,898	55,424	158,491
Men's (\$000)	1,804	34,268	97,603
Girl's (\$000)	284	4,244	12,081
Boy's (\$000)	523	7,797	21,966
Infants (\$000)	231	3,035	8,746
Footwear (\$000)	1,166	20,717	59,089
Jewelry & Accessories (\$000)	810	17,443	49,687

Admiral Ewen Ave 4th St
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PREPARED FOR:
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Area 1: 1.0 Mile Radius
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 Area 3: 5.0 Mile Radius

Description	Area 1	Area 2	Area 3
 AUTOMOTIVE. This category of retail sales includes dollars spent on gasoline, motor oil and routine auto maintenance items including tune-ups, oil changes and tires.			
Automotive (\$000)	6,972	118,154	338,790
Automotive Products (\$000)	4,546	74,851	214,614
Gasoline (\$000)	3,887	63,609	182,468
Motor Oil & Auto Fluids (\$000)	81	1,159	3,327
Tires (\$000)	446	8,134	23,319
Batteries/Accessories (\$000)	132	1,949	5,500
Automotive Services (\$000)	2,426	43,303	124,176
Oil Changes (\$000)	138	2,393	6,896
Tune-Ups (\$000)	184	3,451	9,842
Clutch/Transmission (\$000)	270	4,793	13,795
Brake Repairs (\$000)	224	3,686	10,473
Body Work/Paint/Glass (\$000)	283	5,222	15,067
Steering/Front End Alignment (\$000)	167	3,134	9,000
Other Automotive Services (\$000)	1,160	20,624	59,103



DRUG. This category of retail sales includes dollars spent on prescription drugs, non-prescription drugs and personal care products including toiletries and cosmetics.

Drug (\$000)	2,572	41,564	123,980
Non-Prescription (\$000)	309	5,272	15,420
Prescription (\$000)	1,463	22,667	69,231
Personal Care (\$000)	800	13,625	39,329

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HOME FURNISHINGS. The Home Furnishings category includes major appliances, furniture, TVs, VCRs, stereo components, housewares, small appliances, etc...

Home Furnishings (\$000)	4,324	78,399	225,169
Refrigerators/Freezers (\$000)	214	3,815	10,830
Washers/Dryers (\$000)	74	982	2,872
Other Major Appliances (\$000)	264	4,595	13,493
Living/Dining Room Furniture (\$000)	659	12,060	34,564
Bedroom Furniture (\$000)	138	2,250	6,397
Other Furniture (\$000)	178	3,369	9,616
TV/VCR/Camcorders (\$000)	334	5,604	16,431
Audio Components/Systems (\$000)	272	4,764	13,359
Computers (\$000)	460	8,673	24,636
Housewares (\$000)	824	15,714	45,040
Small Kitchen Appliances (\$000)	93	1,545	4,421
Photo Equipment & Sales (\$000)	127	2,482	7,075
Hardware (\$000)	687	12,546	36,435



LEISURE & ENTERTAINMENT. This category includes dollars spent on pet care, sporting goods, children's toys, video cassettes and video games.

Leisure & Entertainment (\$000)	1,706	29,996	85,336
Pet Care (\$000)	49	858	2,478
Sporting Goods (\$000)	523	9,461	26,864
Toys (\$000)	531	9,764	27,802
Video Cassette Purchase (\$000)	230	4,438	12,690
Video Cassette Rental (\$000)	261	3,922	11,117
Video Games (\$000)	112	1,553	4,385

Admiral Ewen Ave 4th St
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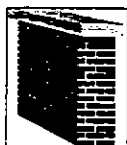
Area 1: 1.0 Mile Radius
 Area 2: 3.0 Mile Radius
 Area 3: 5.0 Mile Radius

Description	Area 1	Area 2	Area 3
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TOTAL EMPLOYMENT. This variable allows you to determine the number of employees (daytime population) and the number of businesses located around a particular site.

Total Employment	3,436	45,936	169,537
Total Businesses	345	3,744	13,045
Employees/Business	10	12	13
Total Employment	3,436	45,936	169,537



EMPLOYEE OCCUPATION. These variables break down the total employees by selected occupations. Employee occupation data lets you assess the composition of the labor force.

%Agriculture/Forestry/Fishing Employees	0.8	1.0	0.7
%Mining Employees	0.0	0.1	0.0
%Construction Employees	11.8	4.9	3.8
%Manufacturing Employees	36.0	17.3	18.9
%Transportation, Comm., Util. Employees	1.0	2.3	3.3
%Wholesale Trade Employees	11.9	5.7	7.1
%Retail Trade Employees	7.3	17.5	17.4
%Finance/Insurance/Real Estate Employees	3.1	15.2	9.6
%Service Employees	28.1	36.0	39.1



BUSINESSES. In addition to providing information on daytime population, this report contains information on all businesses in the area and classifies them by business type.

Total Businesses	345	3,744	13,045
%Agriculture/Forestry/Fishing Businesses	2.0	1.8	1.4
%Mining Businesses	0.0	0.1	0.1
%Construction Businesses	15.9	9.4	7.4
%Manufacturing Businesses	11.6	6.8	7.1
%Transportation, Comm., Util. Businesses	3.5	2.8	2.7
%Wholesale Trade Businesses	13.3	9.1	9.6
%Retail Trade Businesses	11.0	18.3	16.2
%Finance/Insurance/Real Estate Businesses	5.5	8.3	9.6
%Service Businesses	37.1	43.5	46.0

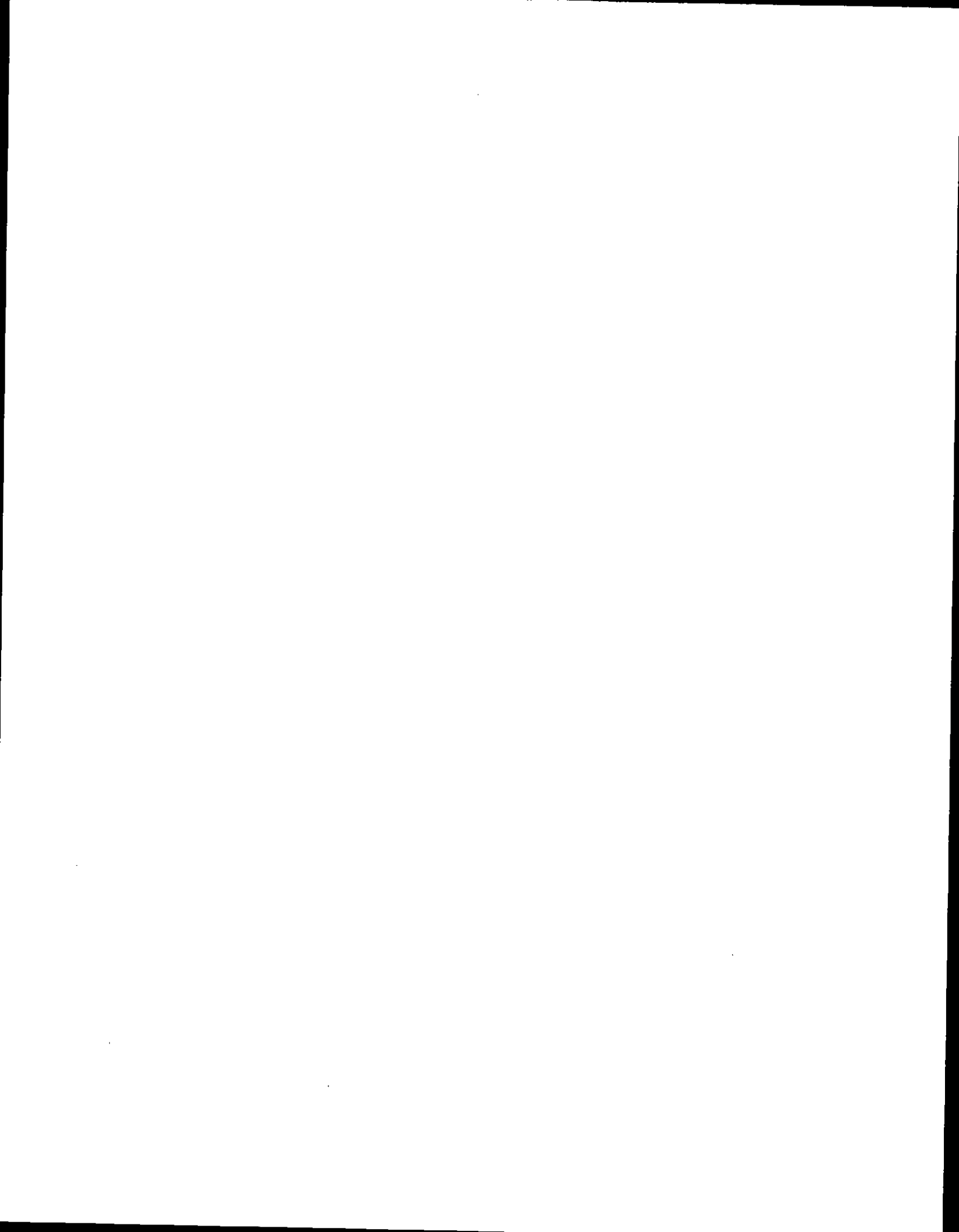


EXHIBIT 8 - EXISTING BUILDINGS

(See the Planimetric Map referenced in Exhibit 17-X for the locations of these structures)

BLDG. NO.	BUILDING DESCRIPTION	GSF
1	Maintenance Hangar	185,084
2	Refueling Vehicle Shop	4,625
3	Electrical Switchgear	714
3A	Electrical Switchgear	108
4	Heating Plant	5,396
6	(Part of Hangar One)	
7	Aircraft Ground Equipment Shop Area	8,000
8	Water Tower	
9	Transformer Shed	220
10	Foundation Only	
11	Auto Vehicle Maintenance	24,639
12	Academic Instruction	6,594
15	General Warehouse	68,040
16	Public Works/Caretaker's Office	21,671
17	Resident Officer in Charge of Construction	8,763
19	Great Lakes Public Works Maintenance Storage	1,728
23	Exchange	21,315
27	Training	17,472
28	Intelligence Training	17,472
29	General Warehouse Marine Corps	24,694
32	Reserve Administration	17,472
36	Reserve Administration	17,472
39	Enlisted Dining Facility	24,769
40	Police Station	3,552
40A	Gate/Sentry House	58
41	Administrative Offices	35,936
43	Medical Clinic	49,182
44	Auto Vehicle Maintenance	3,752
45	Bachelor's Officer Quarters	74,440
50	Chapel	3,907
51	Aircraft Hangar Maintenance	48,341
53	Transformer Shed	625
54	Housing Office	
55	Bachelor's Enlisted Quarters	22,884
56	Bachelor's Enlisted Quarters	22,884
59	Electrical Distribution Shed	211
60	Fire/Rescue Station	9,612

EXHIBIT 8 - EXISTING BUILDINGS

(See the Planimetric Map referenced in Exhibit 17-X for the locations of these structures)

BLDG. NO.	BUILDING DESCRIPTION	GSF
61	Small Arms Range Indoors	11,882
62	Communications Maintenance Shop	4,528
66	Natural Gas Meter House	210
71	Exchange Auto Repair Station	2,810
73	Golf Club House	4,938
74	Water Distribution	1,008
74A	Water Storage Tank-500,000 Gal.	
78	Transformer Station	
93	UHF/LF Homer Beacon	96
96	Public Toilet	166
98	Recreation Pavilion	735
100	Electric Distribution Bldg.	986
101	Water Tank-200,000 Gal.	
102	Golf Club House	3,749
103	Liquid Oxygen/Nitrogen Facility	1,460
105	Hobby Shop, Art/Crafts	5,622
106	Maintenance Hangar	102,309
107	Fire Pump House	2,604
108	Water Tank-500,000 Gal.	
109	Seabee Shop	5,500
110	Picnic/Play Grounds	
111	Public Works Maintenance	1,040
112	Auto Organization Shop	960
113	Operational Storage	960
115	Bachelor's Enlisted Quarters	32,512
116	Wash Rack/Utility Building	1,822
117	Fire Training Mock-ups	
122	Reserve Training	25,648
123	Auto Organizational Shop	2,268
124	Maintenance Hangar-Office/Hangar Space	33,480
126	Maintenance Hangar	64,812
127	Operational Storage	960
*130	Aircraft Operations	6,586
139	Golf Driving Range	
144	Operational Storage	1,920
145	Bachelor's Enlisted Quarters	50,796

* To be demolished by Village during Phase I infrastructure

EXHIBIT 8 - EXISTING BUILDINGS

(See the Planimetric Map referenced in Exhibit 17-X for the locations of these structures)

BLDG. NO.	BUILDING DESCRIPTION	GSF
146	Switching Station	140
147	Tactical Support Van Pad	5,833
*149	Air Surveillance Radar Building	556
*150	Stand-By Generator Building	192
152	Operational Storage	2,880
153	Recreation Pavillion	784
154	Operational Storage	100
155	Recreation Pavilion	784
156A	Line Shack	850
156C	Line Shack	480
156D	Line Shack	200
157	Power Check Pad	
158	Recreation Pavilion	1,860
159	Electrical Communication Maintenance Shop	200
160	Recreation Pavilion	576
161	Golf Starter Shed	707
162	Swimming Pool/Bath House	4,692
163	Pool Pump/Filter Facility	140
164	Recreation Pavilion	800
165	Bus Stop Shelter	45
167	Recreation Pavilion	625
168	Blast Deflector Fence	
169	Recreation Pavilion	625
170	Bath House	1,104
171A	Golf Course Fuel-Diesel - 550 Gal.	
171B	Golf Course Fuel - 550 Gal.	
171C	Golf Cart Fuel - 350 Gal.	
179	Recreation Pavilion	560
182	Tennis Courts	
183	Aviation Technical Training/School	20,420
184	Outdoor Warning Siren	
185	Simulated Flight (training)	3,800
186	Storage Building	3,900
187	Marine Van Complex Pad - 2,730 S.Y.	
188	Caretaker Storage	4,800
189	Marine Corps Tactical Air Communication Center	4,500
189A	Marine Corps Tactical Transfer Building	100

* To be demolished by Village during Phase I infrastructure

EXHIBIT 8 - EXISTING BUILDINGS

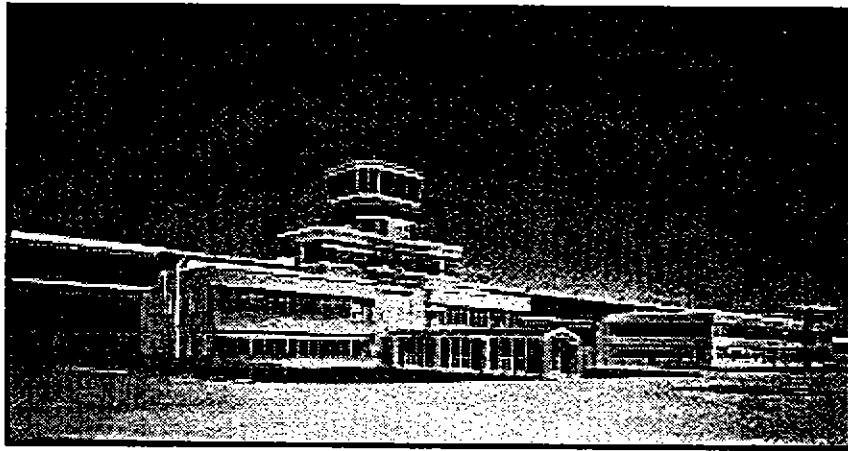
(See the Planimetric Map referenced in Exhibit 17-X for the locations of these structures)

BLDG. NO.	BUILDING DESCRIPTION	GSF
190	Bachelor's Enlisted Quarters	41,800
*191 A - D	Small Arms Ammunition Magazines	1,856
192	VP-60 Line Check	576
193	Gate/Sentry House	79
*194	UHF/VHF Transmitter Building	946
195	Auxillary Intermediate Maintenance Department	74,095
196	Recreation Pavillion	7,354
197	Marine Storage Building	4,000
198	Youth Center	3,500
1000	Hangar-Coast Guard	27,332
1001	Utility Building-Coast Guard	1,871
D1	Detached Garage	240
SOQ-E	House	3,066
E1	Detached Garage	400
SOQ-F	House	3,360
F1	Detached Garage	264
SOQ-G	House	3,888
G1	Detached Garage	420
H1	Detached Garage	336
I1	Detached Garage	336
V	Field Maintenance Shop	1,377

* To be demolished by Village during Phase I infrastructure

EXHIBIT 9 - HANGAR ONE

**A UNIQUE
DEVELOPMENT OPPORTUNITY**



*Historic Hangar One
at the
Glenview Naval Air Station Redevelopment Project*

Vision

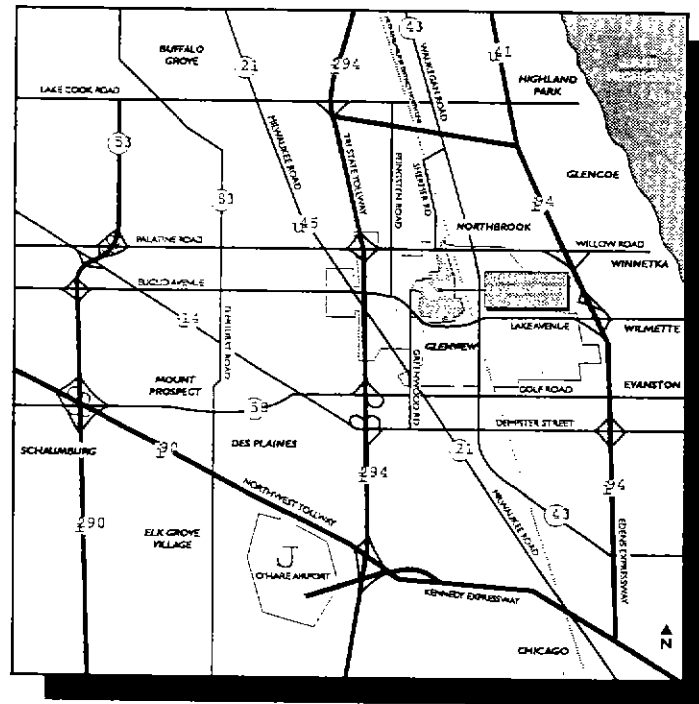
The Glenview Naval Air Station (GNAS) Redevelopment Project promises to be unique in that the Village's master plan envisions total replacement of existing buildings and infrastructure with a planned, multi-use development. Hangar One is the only original structure (except for a small chapel) that is expected to remain when redevelopment of the station is complete.

The Redevelopment project will include the following uses:

- * *Single-family residential*
- * *Multi-family residential*
- * *Senior housing*
- * *A Great Park with a 54 acre lake, sports fields, and a Park District Recreation Center*
- * *A tournament quality 18 hole golf course and a 9 hole golf course to be operated by the Glenview Park District*
- * *Retail developments*
- * *A business park targeted to office and light industrial users*
- * *A new Metra commuter station*
- * *A Sports, Leisure, and Entertainment district*

Suggested uses for the Hangar One property include:

- * *Offices*
- * *Restaurants*
- * *Sports venues (such as an ice rink or field-house)*
- * *Museums*
- * *Theaters and cinemas*
- * *Galleries and gardens*
- * *Entertainment destinations*
- * *Retail stores and shops*
- * *Residences*



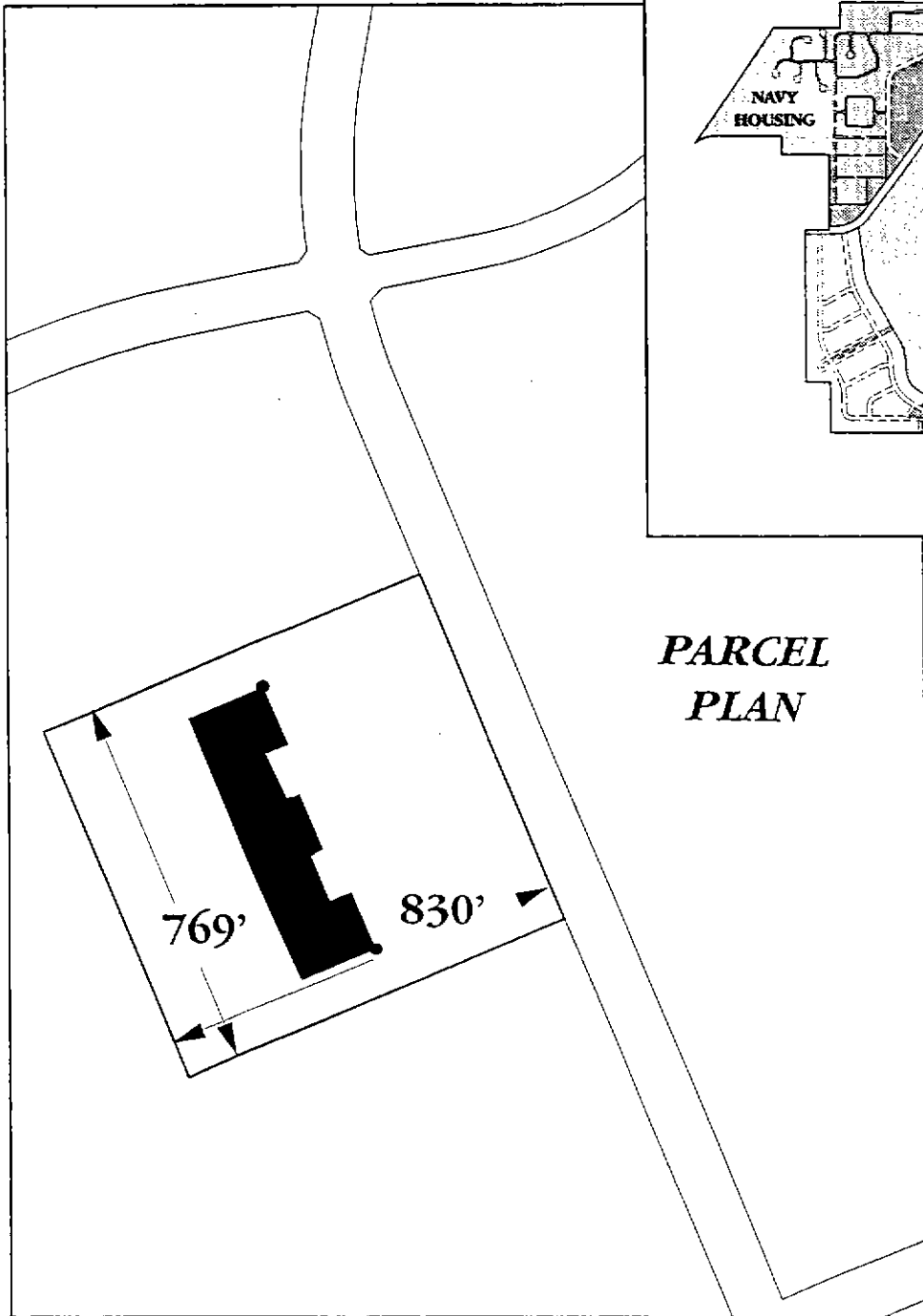
The Land Sale Process

The Village of Glenview will be accepting proposals from interested developers for 19 of the 23 land parcels that comprise the Glenview Naval Air Station Redevelopment Project. The Request For Proposal will be available April 15, 1998. Developers will have 60 days to prepare and submit proposals. The Village will then evaluate the proposals, select a "short list" of bidders on each parcel, conduct oral interviews, negotiate with the selected bidders, and select the successful bidders on or about October 15, 1998. More detailed information concerning the Land Sale Process, Pre-proposal conferences and Property Tours and Criteria for evaluation of Proposals is available in the Request For Proposal.

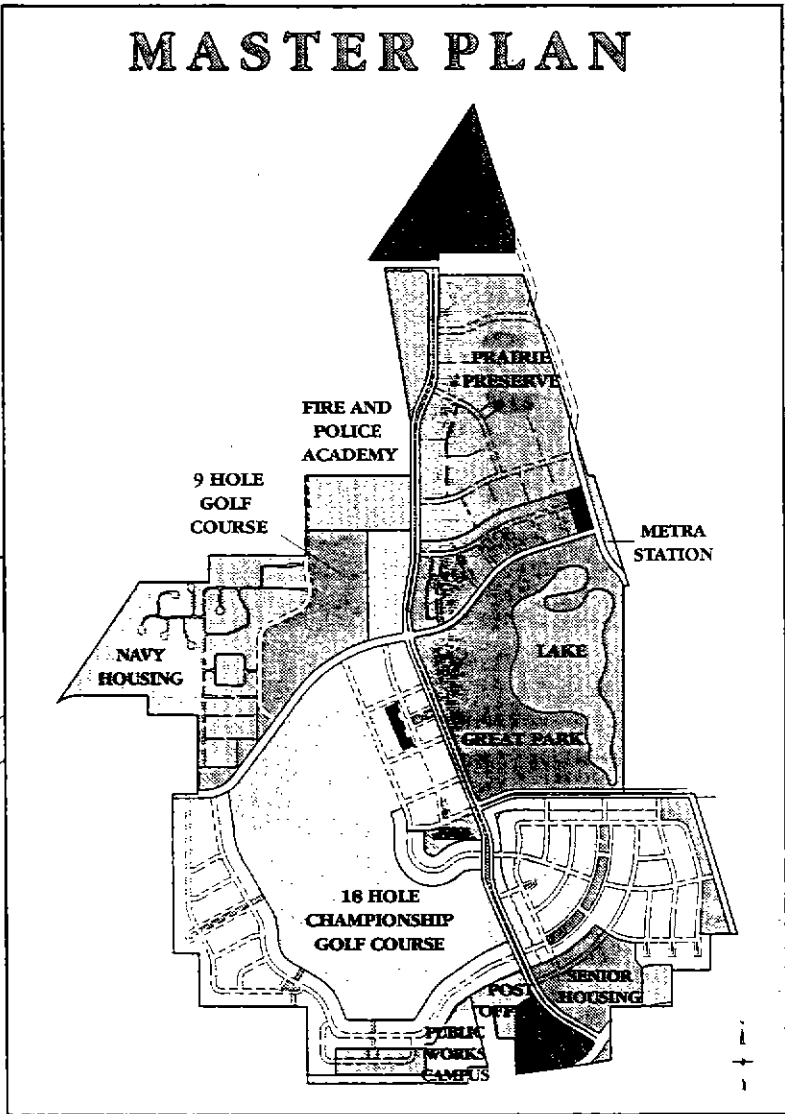
It is anticipated that the entire Hangar One building will be nominated for and accepted onto the National Register of Historic Places. However some portions of the building are more historically significant than others. Previous conceptual redevelopment plans have involved demolition of parts of the current structure. Any plans to redevelop the Hangar One building will have to be approved by the Village of Glenview and the appropriate State and Federal Historic Preservation offices.

The entire Glenview Naval Air Station Redevelopment Project is part of a Tax Increment Finance District.

The Hangar One parcel is the center parcel of the three parcels being offered in the Mixed Use Retail Center. While the Village of Glenview would be willing to transfer it separately from the two adjoining parcels, the Village's preference would be to convey the Hangar One parcel in conjunction with one or both of the adjacent parcels to ensure a cohesive development strategy for this important part of the project. More detailed information concerning parcels 16, 17, and 18 is included in the Parcel Plans and Exhibits package which is a part of the Request For Proposals.

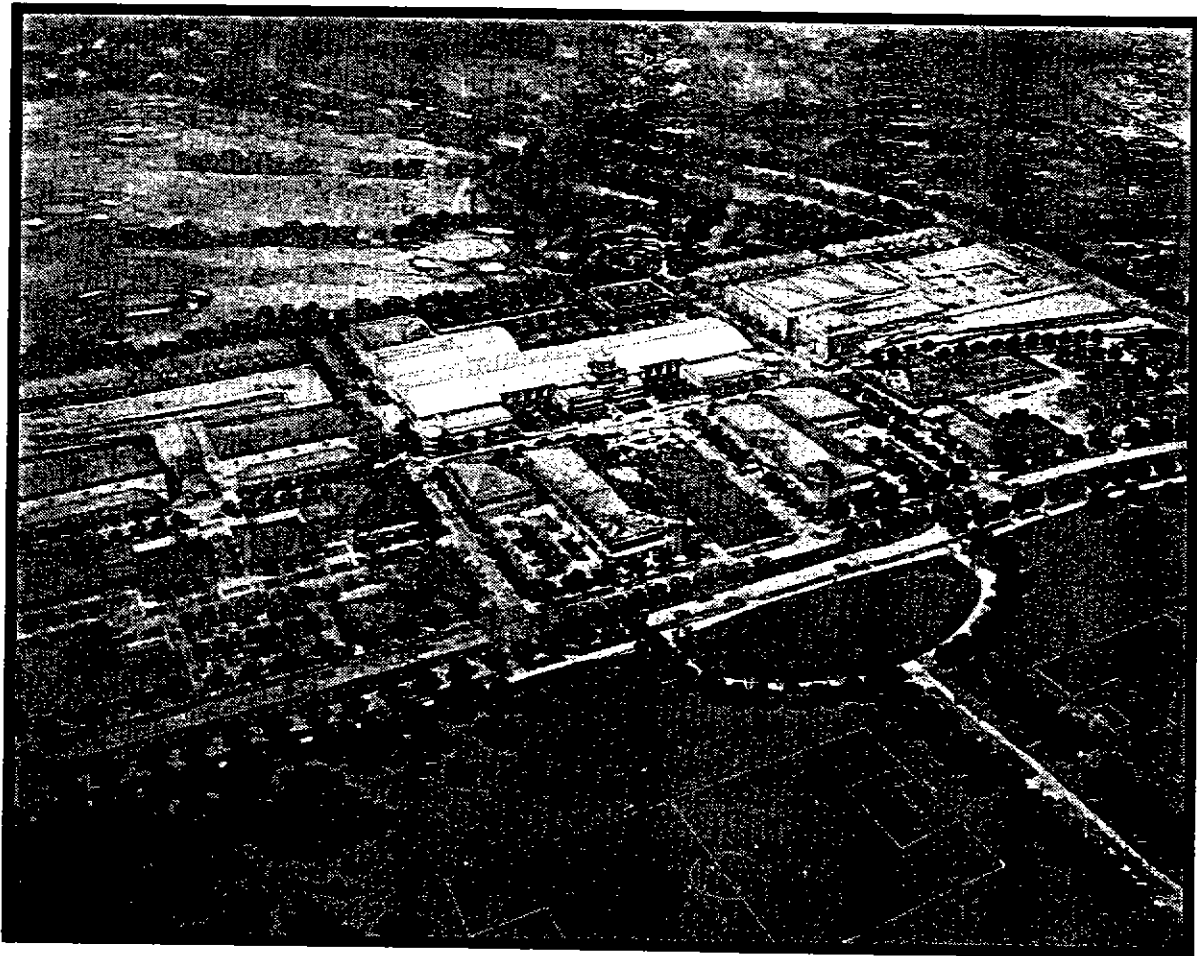


PARCEL PLAN

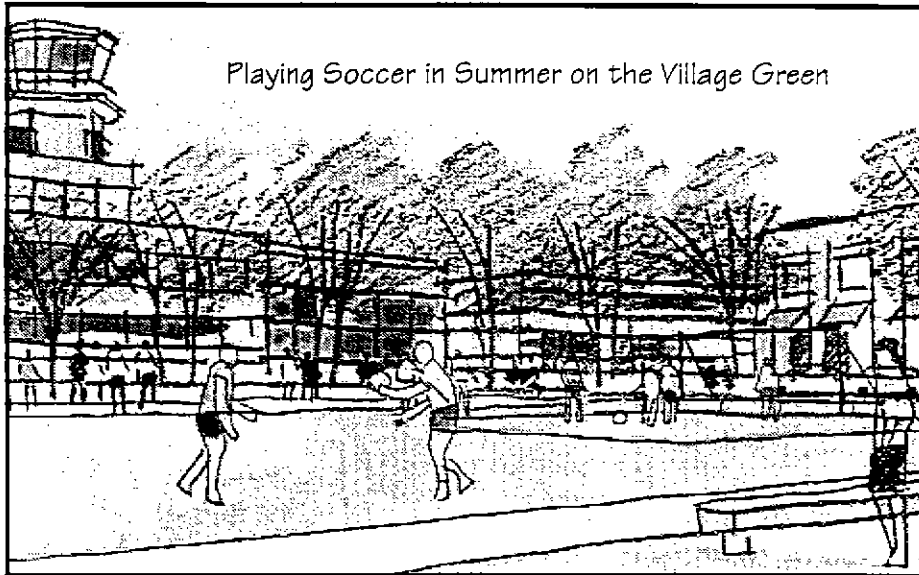




Ice Skating in Winter on the Village Green in front of Hangar One



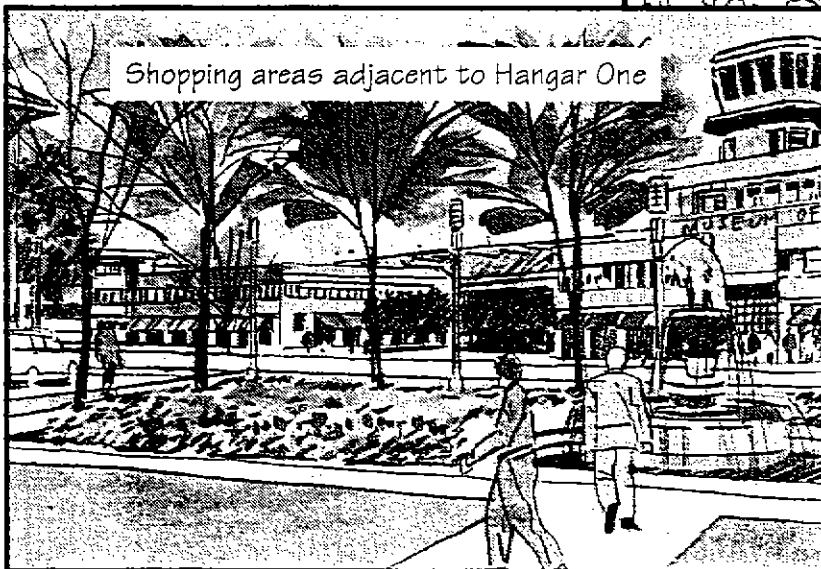
*Mixed-Use Retail Center at the Former Glenview Naval Air Station,
including Hangar One and the Village Green*



Playing Soccer in Summer on the Village Green



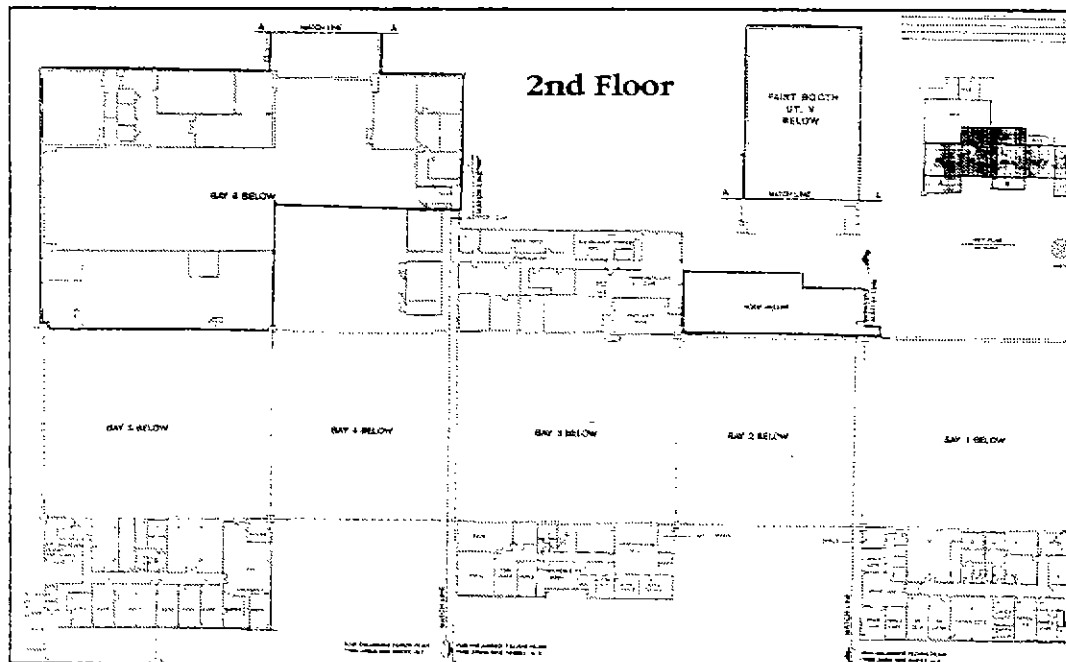
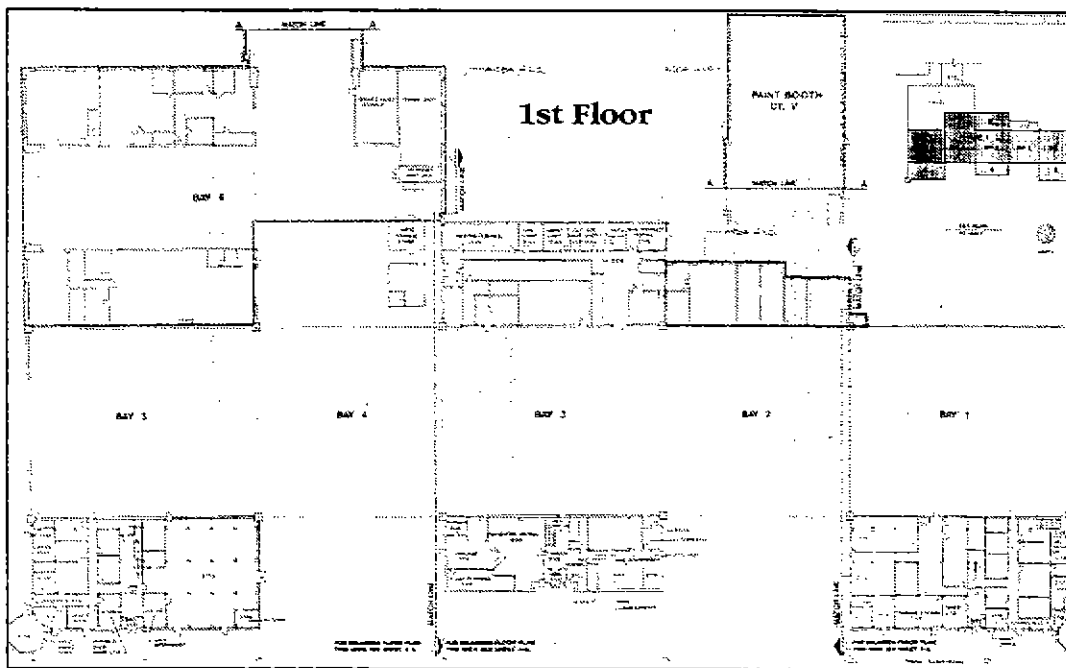
The Air Museum at Hangar One



Shopping areas adjacent to Hangar One

Hangar One, located on the 14.7 acre Parcel 16, is planned to be the anchor of the new Mixed Use Retail Center within a larger Sports, Leisure, and Entertainment District. Designed as a "town center" concept, this Parcel will be adjacent to the new north-south road, the Great Park, and the tournament quality golf course. The Parcel will be a five to ten minute walk from more than 1,000 new homes, a 1.8 million square-foot business park and a new Metra commuter train station. Parcels 16, 17, and 18 together comprise 46 acres and the development program envisions as much as 500,000 square feet of development, with office, retail, residential, sports, and entertainment uses encouraged by the Village.

Hangar One Floor Plans



Developer's Obligations and Incentives

Obligations

The Village of Glenview (the "Village") has entered into a memorandum of agreement with the Illinois State Historical Preservation Office (the "SHPO") regarding the preservation of Hangar One, a property eligible for listing in the National Register of Historic Places. Under the agreement, the Village is obligated to market the Hangar One property for redevelopment in accordance with certain historic preservation covenants. These covenants require any redevelopment of Hangar One to be carried out in accordance with The Secretary of the Interior's Standards for the Treatment of Historic Properties (National Park Service 1992) and The Secretary of the Interior's Guidelines for Rehabilitating Historic Buildings (National Park Service 1990).

In addition, the Village is required to market the Hangar One property only to financially-qualified purchasers who are willing to comply with the following conditions: (i) that the Purchaser will agree to assume ongoing responsibility for all repairs to the Hangar One property as are necessary to prevent deterioration of the property or demolition by neglect; (ii) that any plans for alteration of the property be reviewed and approved in advance; (iii) that the purchaser will, prior to any modifications being made to the property, prepare Historic American Building Survey ("HABS")/Historic American Engineering Record ("HAER") documentation in accordance with the guidelines established by the National Park Service and submit such documentation to the National Park Service for its review and acceptance, and provide a duplicate original of the HABS/HAER documentation to the SHPO; and (iv) that if the National Park Service, or any other Federal Agency, declines to accept the HABS/HAER documentation, then such documentation shall be provided to the Illinois HABS/HAER in accordance with Illinois requirements.

Developer's Obligations and Incentives (continued)

Incentives

As an inducement to potential purchasers and redevelopers of historic properties like Hangar One, the Federal Government offers certain Federal Historic Preservation Tax Incentives in the form of tax credits for a portion of the rehabilitation costs incurred. Current tax incentives include (i) twenty percent (20%) tax credit for the certified rehabilitation of "certified historic structures", and (ii) ten percent (10%) tax credit for the rehabilitation of non-historic, non-residential buildings built before 1936. These tax credits are mutually exclusive; one applies only to certain historic structures and the other to certain non-historic structures. A "certified historic structure" is a building that is listed individually in the National Register of Historic Places or one that is located in a registered historic district and certified by the National Park Service as contributing to the historic significance of that district. As noted above, Hangar One is a property eligible for listing on the National Register of Historic Places.

For the tax credit to apply, the rehabilitation must be a substantial one and must involve a depreciable building. "Substantial" means that during a 24 month period, rehabilitation expenditures exceeded the greater of \$5,000 or the adjusted basis of the building (i.e., purchase price minus the cost of the land, plus improvements already made, minus depreciation already taken). The tax credit is available for properties rehabilitated for commercial, industrial, agricultural, or rental residential purposes.

The tax credit equals twenty percent (20%) of the amount spent in a "certified rehabilitation" of a certified historic structure and, except in certain circumstances, is claimed on a credit against tax in the year in which the rehabilitated building is placed into service. Certification requests to qualify a project as a "certified rehabilitation" are made to the National Park Service via the SHPO. Qualifying expenses include costs associated with work undertaken on the historic building, as well as architectural and engineering fees, site survey fees, legal expenses, development fees, and other construction-related costs. They do not include the costs of acquiring or furnishing the building, new building construction or additions, parking lots, landscaping, paving, or sidewalks, Realtor's fees, or marketing costs. The tax credits are not subject to recapture, provided, that the rehabilitated building is held by the taxpayer for longer than five (5) years after the building is placed in service. One hundred percent (100%) is recaptured if the owner disposes of the property within one year; the amount of such recapture is reduced by twenty percent (20%) for each full year that elapses thereafter.

In addition to the Federal Historic Preservation Tax Credits, a number of States and localities offer tax incentives for historic preservation. For example, the State of Illinois permits certain qualified historic properties to elect to use a special valuation for real property tax assessment purposes. This special valuation has the effect of freezing the real property tax assessment for a period of eight (8) years.

For purposes of the Illinois statute, a building is considered a "Historic Building" if (A) it is (i) an owner-occupied single family residence, used as the owner's principal residence; (ii) an owner-occupied multi-family residence comprised of not more than six (6) living units in which the owner occupies one (1) unit as his or her principal residence; or (iii) owned and operated by a cooperative for residential use; and (B) the building is (i) individually listed on the National Register of Historic Places; (ii) individually designated pursuant to an approved county or municipal landmark ordinance; or (iii) is within a district listed on the National Register of Historic Places or designated pursuant to an approved county or municipal landmark ordinance.

In order to obtain the special valuation, an application to the Director of Historic Rehabilitation for a certificate of rehabilitation must be made. A certificate will be issued only if, among other things, the building to be rehabilitated is a qualified historic building that will undergo a substantial renovation, which will be carried out pursuant to standards adopted by the Secretary of the Interior. Once a certificate of rehabilitation is issued, the building is given a value for real property tax assessment purposes based on the building's fair market value in the year in which the certificate is issued. This value is used for assessment purposes for the next eight (8) years. These tax credits have been described in general terms only. Readers should consult an accountant, tax attorney, or other professional tax advisor for help in determining the tax and other financial implications of any matter discussed here.

History of Hangar One

Hangar One was originally constructed by the Curtiss Flying Service as the Chicago area link in a network of 25 airports across the country to be used by Curtiss to support their aviation business. The building was completed in 1929 and featured waiting rooms, offices, observation platforms, and aircraft hangars. The National Air Races were held at the field from August 23 through September 2, 1930, and 50,000 spectators attended to watch formations and stunt flying by military and civilian pilots. The Navy purchased the 319-acre airport from the Curtiss-Wright Company in early 1940.

Hangar One was constructed in three major phases: the original two hangar bay section completed in 1929; the central bay addition in 1937; and the expansion of the building into its present form in 1942. The original building was designed by Chicago architect Andrew Rebori as the Curtiss-Reynolds Airport. His building design was influenced by the International Style, featuring a rectangular plan, horizontal appearance, large expanses of windows, open balconies, and an absence of ornamentation. The building contained three two-story brick sections containing offices, passenger waiting rooms, and open balconies for spectators. Separating the three brick sections were two hangar bays for aircraft access. The hangar bays created a large open space with a steel truss structure. The original building design was changed after the Navy acquired the building. In 1936, a new two-story brick central section was constructed on the main (east) facade facing the airfield. Designed by the Navy's Bureau of Yards and Docks, the addition created a new primary entrance with a surround of structural glass block. Flanking the entrance were continuous bands of steel windows on both floors. The Navy used the building for flight operations, training, aircraft repair, and maintenance.

Further construction in 1942 resulted in a completely new appearance for the 185,084 sq. ft. building. On the east elevation, the north and south office wings were enlarged and designed with brick veneer walls and steel windows similar to those of the 1937 central section addition. At the northeast and southeast corners, three-story octagonal observation towers were built. At the roofline of the central section a third-story flight operations room was built, and above that, a flight control tower was erected. Another hangar bay was added to the southwest corner of the building, and additional offices and a paint shop added to the rear (west) facade.

NAS Glenview was an important Navy training facility during World War II and Hangar One is the most representative building of that era. Hangar One has not been extensively altered since 1943, and appears much as it did during World War II. Hangar One retains its original brick veneer walls, steel windows, and flight operations and observation towers. The interior retains its World War II era overall floor plan and many of the original finishes.

Presidents George Bush, Gerald Ford and astronaut Neil Armstrong all received flight training as Navy pilots at NAS Glenview. Hangar One was the focal point of air operations at the Naval Air Station. As such, it represents a significant period of the history of the Village of Glenview. The building has been nominated for the National Register of Historic Places and it is expected that Hangar One will be approved for the Register soon after the Village of Glenview takes title to the property.

For more information, please contact:

Mr. Dan Walsh
Director of Marketing
Glenview Naval Air Station Redevelopment Project
2800 Admiral Ewen Drive
Glenview, Illinois 60025

(847) 998-9500 Telephone
(847) 998-1591 Facsimile

www.glenview.il.us/gnas

Glenview
Naval Air Station Redevelopment Project

EXHIBIT 10 - BUYER - BROKER CERTIFICATION FORM

Buyer: _____ ("Buyer")

Address: _____

Telephone Number: _____

Facsimile Number: _____

Parcel Number(s): _____ ("Parcel")

Brokerage Company: _____ ("Company")

Address: _____

Telephone Number: _____

Facsimile Number: _____

Broker: _____ ("Broker")

License No: _____ State of Licensure: _____

Address: _____

Telephone Number: _____

Facsimile Number: _____

Salesperson, if other
than Broker: _____ ("Salesperson")

License No: _____ State of Licensure: _____

Address: _____

Telephone Number: _____

Facsimile Number: _____

1. Buyer hereby certifies to the Village of Glenview ("Seller") that the Company, Broker or Salesperson (sometimes hereinafter collectively "Broker", as the case may be) is the sole broker, agent, finder or salesperson that Buyer has used and will use in connection with the possible purchase from Seller of the Parcel, pursuant to Buyer's response to a certain Request for Proposals ("RFPs").

If "none" has been inserted in the space above for the name of Company, Broker, or Salesperson, Buyer hereby certifies to Seller that Buyer has not and shall not utilize the services of any broker, agent, finder or salesperson in considering the purchase of the Parcel from Seller. Notwithstanding any other provision herein inconsistent or to the contrary, Buyer hereby agrees to indemnify, defend and hold harmless Seller and Mesirov Stein Real Estate, Inc., and any of their respective officers, employees, agents, representatives and attorneys (collectively "Seller's Parties") from and against any and all claims of brokers, agents, finders or salespersons (excluding Broker) for commissions or other reimbursement arising in connection with the sale by Seller of the Parcel to Buyer.

Glenview
Naval Air Station Redevelopment Project

EXHIBIT 10 - BUYER - BROKER CERTIFICATION FORM

2. Broker hereby certifies that (a) Broker has associated with _____ ("Broker's Associates"), and (b) Broker has not associated with any other broker, agent, finder or salesperson in connection with the interest of Buyer in purchasing the Parcel from Seller. It is understood that any brokerage commission payable by Seller shall be payable directly and solely to the Company, Broker, or Salesperson, as may be directed by Buyer. Notwithstanding any other provision herein inconsistent or to the contrary, Broker hereby agrees to defend, indemnify and hold harmless Seller and Seller's Parties from and against any and all claims of brokers, agents, finders or salespersons (including Broker's Associates) who or which may claim that they were acting by or through the Broker or as co-broker with the Broker in connection with any such sale to the Buyer.

3. Broker understands and agrees that Broker shall be entitled to a commission from the sale of the Parcel only if (a) Buyer and Broker complete and submit this Buyer/Broker Certification Form in the manner provided herein for only those Parcels described in Paragraph 4 below, for which the Buyer is submitting a proposal; (b) the Parcel is sold to the Buyer pursuant to the RFPs and the sale closes and the net sale proceeds are distributed to Seller; (c) the Broker does not have any direct or indirect financial interest in the Parcel after the closing; (d) Seller and Buyer shall have executed and unconditionally delivered to each other a Purchase and Sale Agreement ("Agreement") on terms and conditions satisfactory to Seller; (e) the sale shall have been consummated in accordance with the terms and conditions of the Agreement, by delivery and acceptance of a quitclaim deed, payment of the purchase price and full performance by Buyer of all of the terms, covenants and conditions on Buyer's part to be observed or performed pursuant to the Agreement. Without limiting the foregoing, Broker specifically understands and agrees that there is no arrangement for any commission or other compensation in connection with any sale of the Parcel to Buyer, except as set forth in this Buyer/Broker Certification Form.

4. Commissions are only applicable for the sale of Parcels 21, 22 or 23 and only in the event that Buyer is purchasing Parcels 21, 22 or 23, to build, own and occupy a facility to support Buyer's business. Commissions shall not be paid on any other parcels. The rate of commission payable to Broker shall be an amount equal to three (3.0%) percent of the purchase price less Seller proration in favor of Buyer. Except as expressly set forth in this Buyer/Broker Certification Form, no commission, compensation, fee or other reimbursement of any kind or nature whatsoever shall be paid to Broker in connection with the sale of the Parcel.

5. Notwithstanding any provisions in the Agreement to the contrary, if for any reason whatsoever the sale is not consummated, including, without limitation, because (a) Seller, in its sole and absolute discretion, shall not have executed and/or entered into and/or unconditionally delivered the Agreement, or (b) title to the Parcel is unmarketable or there is a defect in title to the Parcel, or (c) there is a willful or other default by Seller or Buyer in the performance of any of the terms, covenants and conditions of the Agreement; then, in any such event i) neither Seller, nor any of Seller's Parties shall be obligated to resort to any legal remedy for the enforcement of Buyer's obligations under the Agreement or to cure or correct any such title defect or to remove any inability to consummate the sale and ii) Broker shall not have or make any claim for, nor shall Broker be entitled

Glenview
Naval Air Station Redevelopment Project

EXHIBIT 10 - BUYER - BROKER CERTIFICATION FORM

to any brokerage fees, commissions or other compensation from Seller or any of the Seller's Parties for any services rendered or expenses paid or incurred by Broker or otherwise, whether as broker, agent, finder or salesperson with respect to the proposed transaction.

6. Broker shall indemnify, defend and hold harmless Seller and Seller's Parties from and against any and all losses, costs, expenses, claims and liabilities whatsoever (including without limitation, reasonable attorneys' fees and expenses) arising out of any claims made against Seller or any of Seller's Parties by any of Broker's Associates or any other broker, agents, finders or salespersons in regard to this transaction, as a result of or in connection with any acts of Broker.

7. Broker represents and warrants to Seller that Broker is a duly licensed real estate broker in the State of Illinois.

8. Salesperson represents and warrants to Seller that Salesperson is a duly licensed real estate salesperson in the State of Illinois.

9. The Company, Broker and/or Salesperson, as the case may be, hereby waives any lien or right to a lien against the Parcel under the Illinois Broker's Lien Act or otherwise.

This Buyer/Broker Certification Form must be executed by Buyer and Broker and submitted to Seller with Buyer's response to the RFP.

IN WITNESS WHEREOF, the parties hereto have executed this Buyer/Broker Certificate this day of _____, 1998.

BUYER:

BROKER:

By: _____
Its _____

By: _____
Its _____

Glenview
Naval Air Station Redevelopment Project

EXHIBIT 12 - FINANCIAL INFORMATION FORM

All proposers are required to provide the following financial information:

1. The past three years (current plus two prior years) audited financial Statements including Balance Sheets, Income Statements and Cash Flow Statements. Publicly-traded companies including Real Estate Investment Trusts (REITs) will provide their SEC Form 10Ks for the past three years.

2. Letters of Intent (or interest) from providers of debt and equity for the project including bank letters (from money center or other commercial banks or investments banks) and letters from equity providers (identify investor and investor's net worth and provide current financials for investor if a party other than the proposer).

Additionally proposers (parent firm as well as subsidiary) will provide their financial highlights for the past three years below:

FINANCIAL HIGHLIGHTS

Name of Company _____
Auditor's Name _____

		1997 (1996)	1996 (1995)	1995 (1994)
• GROSS REVENUES				
• EARNINGS BEFORE DEPRECIATION, AMORTIZATION AND TAXES (EBITDA)				
• If Publicly Traded: <ul style="list-style-type: none"> • Number of Shares Outstanding • Market Capitalization 				
• NET INCOME (LOSS)				
• TOTAL ASSETS, with Cash and Marketable Securities stated separately	Cash			
	Marketable Securities			
• TOTAL LIABILITIES, with Long-term and Short-term debt stated separately	Long-term			
	Short-term			
• SHAREHOLDER'S EQUITY OR NET WORTH				

Please provide three Bank references below:

Lender

Contact Name and Address

Contact Telephone Number

Glenview

Naval Air Station Redevelopment Project

EXHIBIT 13 - PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposals, Parcel Information and Exhibits and the Master Plan and Design Guidelines and Purchase and Sale Agreement, plus any other documents accompanying or made part of this Request for Proposals.

I hereby propose to acquire the land parcels specified in the Request for Proposals at the prices or rates quoted in my proposal. I agree that my proposal will remain firm for a period of one hundred eighty (180) days in order to allow the Village of Glenview adequate time to evaluate the proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the proposer as its act and deed and that the proposer is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the purchase of all or part of GNAS land: no officer, employee or agent of the Village of Glenview or of any other proposer interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS

BY:

SIGNATURE

NAME & TITLE, TYPED OR PRINTED

MAILING ADDRESS

CITY, STATE, ZIP CODE

()

TELEPHONE NUMBER

Sworn to and subscribed before me

this _____ day of

_____ 19____

Signature of Notary
Notary Public, State of

Personally Known _____

- OR -

Produced Identification _____

Type: _____

Glenview
Naval Air Station Redevelopment Project

EXHIBIT 14 - PRE-PROPOSAL CONFERENCE & PROPERTY TOUR NOTIFICATION FORM

A Pre-Proposal Conference will be held on April 29, 1998, 10:00 A.M., with property tours held on April 29 and 30 plus May 6 and 7 1998, at the GNAS Redevelopment Office, 2800 Admiral Ewen Drive, Glenview, IL 60025. Please return this form by April 22, 1998 to:

Mr. Dan Walsh
Director of Marketing
GNAS Redevelopment Project
2800 Admiral Ewen Drive
Glenview, IL 60025
Phone: 847-998-9500
Fax: 847-998-1591

PLEASE CHECK

Yes, we plan to attend the Pre-proposal Conference on April 29, 1998 at 10:00 A.M.

Yes, we plan to attend the property tour on _____.*

* Please contact Diane Lutzenburger at 847-998-9500 to schedule a property tour.

Name of Representatives who will attend:

1. _____
2. _____

A list of questions or statements for discussion at the Pre-proposal Conference is attached.

We do not plan to attend, but will be submitting a proposal.

We do not plan to attend and will not be submitting a proposal because:

Signature

Title

Name of Company

Date

EXHIBIT 15
AGREEMENT FOR
PURCHASE AND SALE OF REAL ESTATE

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE ("Agreement"), is dated as of this _____ day of _____, 199____, and is made and entered into by and between **VILLAGE OF GLENVIEW**, an Illinois home-rule municipal corporation ("Seller"), and _____ ("Purchaser").

W I T N E S S E T H:

WHEREAS, Seller is the fee owner of a certain parcel of surplus public real estate consisting of approximately _____ acres of land legally described on Exhibit "A" attached hereto and made a part hereof ("Property");

WHEREAS, Seller desires to sell the Property to Purchaser and Purchaser desires to purchase the Property and all right, title and interest of Seller therein, on the terms and conditions as hereinafter set forth;

WHEREAS, Purchaser acknowledges that Seller is not yet in title to those portion(s) of the Property as identified in a certain Request for Proposals ("RFPs") dated April __, 1998, and as further described in Exhibit "A-1" attached hereto and made a part hereof ("Excluded Property");

WHEREAS, Purchaser desires to develop the Property pursuant to the terms and conditions hereof, and in accordance with a development plan which shall include, but not be limited to, a site plan, a construction schedule, and a list of prospective tenants, if any ("Development Plan"). The Development Plan is attached hereto as Exhibit "B" and made a part hereof.

NOW THEREFORE, in consideration of the mutual covenants and undertakings as hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

A G R E E M E N T

1. **RECITALS.** The foregoing recitals are hereby incorporated herein as if set forth verbatim.

2. **PURCHASE AND SALE.** Subject to the terms and conditions contained herein, Purchaser hereby agrees to purchase the Property from Seller in an "AS IS, WHERE IS" condition.

3. **PURCHASE PRICE.** The purchase price for the Property ("Purchaser Price") shall be _____ and NO/100 DOLLARS (\$ _____), paid as follows:

- (a) Purchaser has paid Seller Twenty-Five Thousand Dollars (\$25,000.00) ("Deposit") in accordance with Purchaser's response to the RFPs.

(b) In accordance with Paragraph 4 hereinbelow, Purchaser shall pay an amount equal to ten (10%) percent of the Purchase Price, less the Deposit, or Dollars (\$ _____) ("Additional Deposit") (Deposit and Additional Deposit are hereinafter collectively referred to as "Earnest Money," which, in the aggregate, shall equal ten (10%) percent of the Purchase Price). The Earnest Money shall be applied to the Purchase Price at Closing. "Closing" shall mean the conveyance of the Property by Seller's delivery of a recordable quitclaim deed to Purchaser simultaneous with the payment of the Purchase Price to Seller.

(c) The balance of the Purchase Price, plus or minus prorations, by cashier's or certified check, or wire transfer of immediately available funds, shall be due and payable to Seller at Closing.

4. **ESCROW.** Within five (5) days after the Effective Date (as hereafter defined in Paragraph 18), the Earnest Money shall be deposited into a strict joint order escrow ("Escrow") with Chicago Title and Trust Company ("Escrow Agent"), as escrowee, to be established by the parties. The Escrow shall be created by the usual form of strict joint order escrow agreement then in use by the Escrow Agent with such modifications to be made by the parties as are necessary to conform to the provisions of this Agreement. The cost of the Escrow shall be borne fifty percent (50%) by Seller and fifty percent (50%) by Purchaser. In the event of a conflict between the provisions hereof and those of the Escrow, the provisions of this Agreement shall govern, unless the Escrow specifically recites that it is intended to amend or modify the Agreement. The Earnest Money shall be held in an interest bearing account, or at Purchaser's discretion, held in other forms of investments generally available from the Escrow Agent, provided, however, that Seller shall have the right to draw on the Earnest Money consistent with the terms of this Agreement, notwithstanding the type or form of investment chosen by Purchaser. All interest that accrues on the Earnest Money, if any, shall be added to the Escrow and disbursed pursuant to the escrow instructions. The Escrow and any amendments thereto may be executed by the respective counsel for Purchaser and Seller. The terms of this Agreement shall not merge into the Escrow.

5. **TITLE COMMITMENT AND POLICY.**

(a) Seller shall, within thirty (30) days after the Effective Date, deliver or cause to be delivered to Purchaser, or Purchaser's agent, a preliminary title commitment for an owner's title insurance policy covering title to the Property ("Title Commitment") dated on or after the date hereof, from Chicago Title Insurance Company ("Title Insurer") in a minimal amount of Ten Thousand Dollars (\$10,000.00), subject only to, if any, general real estate taxes which are not yet due and payable, covenants, conditions and restrictions of record, private and public utility easements, special governmental taxes or assessments, other restrictions as described in this Agreement, the acts of Purchaser and its agents, the exceptions listed on Exhibit "C" attached hereto and made a part hereof, and such other exceptions approved or waived by Purchaser ("Permitted Title Exceptions").

(b) If Purchaser notifies Seller in writing within ten (10) days after delivery of the Title Commitment that the Title Commitment discloses exceptions other than the Permitted Title Exceptions ("Additional Title Exception(s)"), and Purchaser does not desire to take title subject to such Additional Title Exception(s), then Purchaser shall have the right to object to such Additional Title Exception(s) by delivering notice of such objection (a "Title Objection Notice") to Seller not later than the earlier of (i) ten (10) days after Purchaser receives notice of the Additional Title Exception(s), or (ii) the Closing Date. Purchaser's failure to deliver Title Objection

Notice with respect to any Additional Title Exception(s) shall be deemed Purchaser's waiver of any right to object to such Additional Title Exception(s). If Seller receives a timely Title Objection Notice, Seller may, but shall have no obligation to, remove such Additional Title Exception(s) from the Title Commitment or have the Title Insurer commit to insure against loss or damage that may be occasioned by such Additional Title Exception(s). If Seller elects not to have the Additional Title Exception(s) removed, or to insure over, Seller shall notify Purchaser of its election in writing within thirty (30) days of receipt of Title Objection Notice from Purchaser regarding the Additional Title Exception(s). Upon receipt of written notice from Seller regarding non-removal or not insuring over the Additional Title Exception(s), Purchaser as its sole and exclusive remedy, may elect, upon written notice to Seller, to (i) terminate this Agreement in which event the Earnest Money, including interest, if any, shall be returned to Purchaser, and the parties shall have no further responsibility or liability to each other, except as otherwise expressly provided herein; or (ii) accept title as it is. If Purchaser fails to so notify Seller of such termination within ten (10) days after Seller notifies Purchaser that it will not remove or insure over the Additional Title Exception(s), Purchaser shall be deemed to have waived the Additional Title Exception(s), and shall proceed to close the transaction contemplated hereby and accept title to the Property subject to the Permitted Title Exception(s) and the Additional Title Exception(s).

(c) At Closing, the Title Insurer shall deliver to Purchaser an Owner's Title Insurance Policy ("Title Policy") or an unconditional commitment to issue a Title Policy, or the Title Insurer shall issue a "mark-up" of the title commitment pursuant to a New York style closing insuring the gap period and thereafter for the subject transaction, covering the Property in the amount of the Purchase Price, subject to the Permitted Title Exceptions, and any Additional Title Exception(s) deemed accepted by Purchaser.

6. **SURVEY.** Seller shall, within thirty (30) days after the Effective Date, deliver or cause to be delivered to Purchaser, or Purchaser's agent, a plat of survey ("Survey") for the Property, prepared in accordance with the minimum standard detail requirements for American Land Title Association ("ALTA") and American Congress on Surveying and Mapping ("ACSM") and certify same to Purchaser, Purchaser's lender, if any, and Title Insurer. The cost of the Survey shall be borne and paid by Purchaser upon its delivery to Purchaser. Provided that Purchaser consummates this transaction in strict compliance with the terms of this Agreement, Purchaser shall receive a credit at Closing for 50% of the cost of the Survey. If the Survey reflects exceptions to title other than Permitted Title Exceptions, the provisions of subparagraph 5(b) hereinabove shall apply to such exceptions.

7. **CONDITIONS PRECEDENT TO PURCHASER'S OBLIGATION TO CLOSE.**

(a) Purchaser shall have sixty (60) days after the Effective Date ("Due Diligence Period") to perform its due diligence with respect to the Property. Within five (5) days after the Effective Date, Seller shall make available to Purchaser all environmental reports within Seller's possession or control affecting the Property, provided however, that Purchaser executes the Protective Agreements as described in Paragraph 32 hereinbelow.

(b) During the Due Diligence Period, Seller shall permit Purchaser, its agents, employees, representatives and contractors, to enter upon the Property for the

purpose of conducting soil borings, environmental audits, engineering studies and other similar inspections. Purchaser shall notify Seller in advance whenever Purchaser intends to enter upon the Property. Prior to entry onto the Property, Purchaser shall provide Seller with written evidence of insurance which shall be provided by an insurance company rated A-6 or better by the current Best's Key Rating Guide. The insurance company shall be licensed to do business in the State of Illinois, with coverage and limits as set forth on Exhibit "D" attached hereto and made a part hereof. The obligation to provide the insurance coverage as set forth in this subparagraph 7(b) shall be a continuing obligation of Purchaser, which obligation shall not be merged into the quitclaim deed of conveyance, and shall continue so long as Purchaser does any work on the Property after Closing. Purchaser shall not unreasonably disturb any work being undertaken by Seller on or adjacent to the Property while Purchaser conducts its inspections, tests and studies. Purchaser shall restore the Property after conducting its inspections, tests and studies, and shall also reimburse Seller for any loss or damage to the Property, or other parcels of property or personalty, located at the former Glenview Naval Air Station ("GNAS"), arising out of Purchaser's exercise of its rights in conformance with Purchaser's due diligence investigation as described herein. Within five (5) days of Purchaser's receipt of all reports, data, studies, and memoranda or other written information solicited, prepared or received by Purchaser incidental to its due diligence investigation ("Due Diligence Documents"), Purchaser shall provide Seller with copies of the Due Diligence Documents. Purchaser's obligations under this subparagraph 7(b) shall survive the Closing or termination of this Agreement.

(c) If, within the Due Diligence Period, Purchaser makes a good faith determination that the condition of the Property is not reasonably satisfactory to Purchaser, then Purchaser shall, no later than the expiration of the Due Diligence Period, provide written notice to Seller ("Purchaser Notice") specifying in detail Purchaser's reason(s) for finding the condition of the Property to be unsatisfactory ("Alleged Defects"). Seller shall have thirty (30) days from the date of delivery of Purchaser Notice to advise Purchaser, in writing, of Seller's election to cure the Alleged Defects. If Seller does not elect to cure the Alleged Defects, Purchaser's sole remedy shall be to either (i) terminate this Agreement upon written notice to Seller within five (5) days following the expiration of said thirty (30) day period, and in such event, the Earnest Money, including interest, shall be returned to Purchaser, and both parties shall be relieved of any further obligations or liability hereunder, except for Purchaser's surviving obligations as may otherwise be provided in this Agreement, or (ii) close accepting the Alleged Defects. If Seller elects to cure the Alleged Defects, Seller agrees to complete the necessary work on or before one hundred twenty (120) days, or, within any additional time period reasonably required by Seller, after the date of Purchaser Notice. If Purchaser fails to timely deliver Purchaser Notice specifying the Alleged Defects, then Purchaser shall be deemed to have waived its right of termination under this subparagraph 7(c) and this Agreement shall remain in full force and effect. The decision as to whether Purchaser has made a good faith determination regarding the finding of Alleged Defects shall be made by Seller, in its sole and reasonable discretion.

(d) Purchaser shall have one hundred fifty (150) days after the Effective Date to effectuate rezoning and preliminary subdivision of the Property consistent with the Development Plan. The failure by Seller to approve the rezoning and preliminary subdivision of the Property shall not be deemed a default on the part of Seller. If Purchaser requires an additional period of time to effectuate rezoning or preliminary subdivision of the Property, and within the one hundred fifty (150) day period, Purchaser makes a written request upon Seller to extend said time period,

the request for such additional time shall be considered by Seller in its sole and reasonable discretion.

(e) The conditions precedent to Purchaser's obligation to close as set forth in subparagraphs 7(a) through 7(d) must be satisfied or complied with on or before the specified dates (each a "Contingency Date") referenced in subparagraphs 7(a), 7(c), and 7(d). Subject to Seller's determination as provided in subparagraph 7(c) and 7(d), if any applicable condition is not satisfied or complied with by the respective Contingency Date, Purchaser may, at Purchaser's sole option, elect to terminate this Agreement by written notice to Seller given on or before the respective Contingency Date and receive a refund of the Earnest Money, including interest, if any. If written notice to terminate is not given by Purchaser to Seller on or before each of the respective Contingency Dates, the option to terminate shall be deemed waived and Purchaser and Seller shall close in accordance with the remaining terms of this Agreement.

8. AS IS, WHERE IS CONDITION AND RELEASE OF ALL CLAIMS. Purchaser acknowledges and agrees that it will be and is purchasing the Property based solely upon Purchaser's inspection and investigations of the Property and that Purchaser will be purchasing the Property in "AS IS, WHERE IS CONDITION" based upon the condition of the Property as of the Effective Date. Without limiting the foregoing, Purchaser acknowledges that neither Seller nor its consultants nor agents have made any representations or warranties of any kind upon which Purchaser is relying as to any matters concerning the Property, including, but not limited to, the condition of the Property or any improvements, environmental or otherwise, the existence or nonexistence of toxic waste or any hazardous material, economic projections or market studies concerning the Property, real estate taxes, leasehold taxes, federal or state taxes, bonds, covenants, conditions and restrictions affecting the Property, water or water rights, topography, drainage, soil, subsoil of the Property, or the utilities serving the Property, or any environmental or other laws, rules or regulations affecting the Property.

Purchaser, for itself, its successors and assigns, hereby and herein remises, releases and forever discharges, and by these presents, does, for itself, its successors and assigns, remise, release and forever discharge the Seller and Mesirow Stein Real Estate, Inc., and each of their respective agents, trustees, directors, employees, representatives, officers, attorneys, successors and assigns, of and from all manner of actions, cause, or causes of action, suits, debts, covenants, controversies, agreements, premises, variances, trespasses, damages, claims and demands, whatsoever, in law or in equity, and particularly, without limiting the generality of the foregoing, any manner of actions, cause, or causes of action, suits, debts, covenants, controversies, agreements, premises, variances, trespasses, damages, claims and demands, whatsoever, in law or in equity, arising out of any representation or omission relating to the condition of the Property, environmental or otherwise, as of the Effective Date or as may be discovered subsequent to the Effective Date. This Paragraph 8 shall not merge into the quitclaim deed of conveyance for the Property, but, rather, shall survive the Closing or the termination of this Agreement.

9. CLOSING.

(a) Closing shall occur not later than one hundred eighty (180) days after the Effective Date, provided that Seller is in fee simple title to all portions of the Property to be conveyed, or any other date mutually agreed upon in writing between the parties hereto ("Closing Date").

(b) The purchase and sale of the Property shall be closed through an escrow established at the offices of the Title Insurer, with the Escrow Agent acting as

escrowee, in accordance with the general provisions of the customary deed and money escrow agreement then used by the Escrow Agent with such special provisions inserted therein as may be required to conform with this Agreement (said deed and money escrow agreement and the escrow created thereby are hereinafter referred to as the "Escrow Agreement" and "Closing Escrow," respectively). In the event of any conflict between the Escrow Agreement and this Agreement, this Agreement shall prevail unless the Escrow Agreement specifically recites that it is intended to amend or modify this Agreement. The Closing Escrow shall be opened on the Closing Date, and the Escrow Agreement shall be executed at such time. Upon creation of the Closing Escrow, anything herein to the contrary notwithstanding, delivery of the quitclaim deed and delivery of all funds required hereunder, and any and all other documents required hereunder shall be made through the Closing Escrow.

(c) On the Closing Date, Seller shall deposit into the Closing Escrow the following closing documents:

(i) a recordable quitclaim deed for the Property, subject to the Permitted Title Exceptions and any Additional Title Exception(s) deemed accepted by Purchaser. The quitclaim deed shall contain the following covenants which shall run with the Property in perpetuity:

(1) "Purchaser, for itself, and its successors and assigns, covenants that it shall not discriminate upon the basis of race, color, sex, religion, or national origin in the use, occupancy, sale or lease of the Property, or any portion thereof, or in its employment practices conducted thereon. The United States of America ("Government") and Seller shall be deemed beneficiaries of this covenant without regard to whether either of them remains the owner of any land or interest therein in the locality of the Property hereby conveyed and shall have the right, but not the obligation, to enforce this covenant in any court of competent jurisdiction."

(2) "Purchaser, for itself, and its successors and assigns, covenants that the Government, its officers, agents, employees, contractors and subcontractors, in accordance with section 120(h) of the Comprehensive Environmental Response, Compensation and Liability Act, and Seller, if Seller so chooses, shall have access to the Property in any case in which remedial action or corrective action is found to be necessary after the date of the conveyance of the Property. Purchaser agrees to comply with activities of the Government, and Seller, if any, in furtherance of these covenants and will take no action to interfere with future necessary remedial and investigative actions of the Government, or Seller, if any. The Purchaser agrees to cooperate in good faith with the Government, or the Seller, if the Seller shall become involved and deems it necessary, to minimize any conflict between necessary environmental investigation and remediation activities as may be determined by the Government, or the Seller, and Purchaser or any of Purchaser's successors and assigns or their operations or businesses. Any inspection, survey, investigation, or other response or remedial action will, to the extent practicable, be coordinated with representatives designated by Purchaser."

- (3) "Purchaser, for itself, and its successors and assigns, covenants that it will grant to Seller such irrevocable, perpetual, valid, binding and enforceable easements, without fee, cost or expense to Seller, on, in, over, under, through and across the Property, as may be required by the Seller, in its sole discretion, provided that such easements do not materially affect the use of the Property."
- (i) executed ALTA Statements; and
- (ii) appropriate resolutions authorizing the transaction contemplated by this Agreement as reasonably required by the Title Insurer.
- (d) On the Closing Date, Purchaser shall deliver to Seller the following:
- (i) the balance of the Purchase Price, plus or minus prorations;
- (ii) executed ALTA Statements; and
- (iii) appropriate resolutions authorizing the transaction contemplated by this Agreement as reasonably required by the Title Insurer.
- (e) On the Closing Date, Seller and Purchaser shall jointly execute the following:
- (i) A direction to the Escrow Agent transferring the funds deposited in the Escrow into the Closing Escrow;
- (ii) Duplicate original Closing Statements;
- (iii) such county and state real estate transfer declarations as may be required; and
- (iv) such other documents reasonably necessary to consummate the transaction contemplated by this Agreement.
- (f) If the Closing is delayed, and the delay is occasioned by an act or omission of Purchaser, and Seller is able to close, Purchaser shall pay Seller, at the rescheduled closing date ("Rescheduled Closing Date"), \$_____ per day for each day of delay, commencing with the Closing Date through and including the Rescheduled Closing Date, to compensate Seller for the costs incurred by Seller as a result of such delay; provided, however, that Purchaser's payment of such amount shall not preclude Seller from exercising any of Seller's remedies as set forth in this Agreement as a result of Purchaser's failure to timely close this transaction.
- (g) In the event that Seller is not in title to the Excluded Property on the Closing Date or Rescheduled Closing Date, Purchaser may elect to either (i) extend the Closing Date until such time that Seller is in title to the Excluded Property, in which case a new closing date ("New Closing Date") will be reasonably agreed upon between the parties; or (ii) close on the Closing Date for the Property that Seller is in a position to convey, and schedule a future closing date ("Future Closing Date") to convey the Excluded Property at such time as Seller is in a position to convey fee

simple title to the Excluded Property; or (iii) terminate the Agreement, in which event the Purchaser shall receive the Earnest Money, including interest, if any. The remedies described in this subparagraph 9(g) shall be Purchaser's sole and exclusive remedy for Seller's inability to convey title to the Excluded Property.

10. POSSESSION, PRORATIONS AND EXPENSES .

(a) Sole and exclusive possession of the Property shall be delivered to Purchaser on the Closing Date.

(b) There shall be no proration for real estate taxes or leasehold taxes and assessments affecting the Property. Seller shall take appropriate action to cause the Property to be exempt from real estate or leasehold taxation through the Closing Date.

(c) Seller shall pay for the cost of the Title Policy, one-half of each of the fees associated with the Escrow, Closing Escrow and New York style closing.

(d) Purchaser shall pay for any title endorsements, any money lender's escrow, one-half of each of the fees associated with the Escrow, Closing Escrow and New York style closing, the cost of the Survey in accordance with the provisions of Paragraph 6, the total of all transfer or stamp taxes, if any are imposed upon the transaction, all recording fees, and all charges incurred in connection with any mortgage loans or other financing which may be obtained by Purchaser.

11. RIGHT TO REPURCHASE AND RESTRICTIVE COVENANT.

(a) As an inducement to Seller to convey the Property to Purchaser, and as additional consideration for the conveyance, Purchaser hereby represents and warrants as of the Effective Date and as of the Closing Date, that Purchaser is acquiring the Property for development in accordance with the Development Plan and not for resale or lease, other than as contemplated by the Development Plan. In acquiring the Property, Purchaser is not acting as agent or nominee for any undisclosed party. If Purchaser does not develop the Property in accordance with the schedule ("Development Period") contained in the Development Plan, or, if within the Development Period Purchaser contracts to sell or lease the Property other than as contemplated by the Development Plan, or, if within the Development Period Purchaser "Abandons" the Development Plan, Seller shall have the right to repurchase the Property ("Right to Repurchase"). For purposes of this Agreement, "Abandons", "Abandoned" or "Abandonment" shall mean (i) cessation of construction or installation of infrastructure consistent with the Development Plan for a period of sixty (60) days without prior written authorization of Seller; or (ii) cessation of construction of structures consistent with the Development Plan for a period of sixty (60) days without prior written authorization of Seller; or (iii) cessation of marketing and sales efforts for a period of sixty (60) days after the Development Period. In the event that Purchaser contracts to sell or lease the Property within the Development Period, Purchaser shall notify Seller in writing not more than thirty (30) days subsequent to the execution of such contract of sale or lease ("Notice of Sale or Lease"). The Notice of Sale or Lease shall contain the name and address of the proposed purchaser or lessee, and shall contain a copy of the contract of sale or lease. The Right to Repurchase shall be exercised by Seller's written notice to Purchaser within forty-five (45) days after receipt of the Notice of Sale or Lease, or by Seller's written notice to Purchaser within forty-five (45) days subsequent to the end of the Development Period if Purchaser does not develop the

Property in accordance with the Development Plan, or by Seller's written notice to Purchaser within forty-five (45) days after Abandonment, on the following terms:

- (i) The price shall be the "Repurchase Price" (as hereinafter defined), plus or minus prorations of general real estate taxes and other proratable items described in this Paragraph 11;
- (ii) Purchaser shall convey, by warranty deed, good and marketable and insurable title to the Property to Seller, or Seller's designee, subject only to the Permitted Title Exceptions existing at Closing and any acts of Seller;
- (iii) Closing of the repurchase shall be consummated through an escrow similar to the Escrow; and
- (iv) Purchaser shall bear all costs of the Escrow and title insurance in the amount of the Repurchase Price.

(b) The "Repurchase Price" shall be the Purchase Price plus the actual verifiable costs of any improvements made by Purchaser to the Property after the Closing Date, which costs shall be established by copies of paid bills and canceled checks delivered to Seller either at the time of providing the Notice of Sale or Lease, or upon receipt of notice from Seller that Purchaser's development of the Property was not completed within the Development Period, or that Purchaser Abandoned the Development Plan, or that Purchaser discontinued marketing or sales efforts as described above. If Seller notifies Purchaser within the aforesaid forty-five (45) day period of its election to exercise its Right to Repurchase, then such repurchase transaction shall close within sixty (60) days after Seller provides notice of such election, or within an additional sixty (60) days thereafter as may be required in the sole and reasonable discretion of Seller. If Seller exercises its Right to Repurchase, then Purchaser agrees to reconvey the Property to Seller in the same physical condition as at Closing, except for improvements made to the Property by Purchaser. If Seller gives written notice to Purchaser within said forty-five (45) day period that it does not elect to exercise the Right to Repurchase, or if Seller fails to give written notice to Purchaser during the forty-five (45) day period, then Seller's Right to Repurchase the Property shall be suspended and Purchaser may proceed to close the proposed sale or lease; provided, however, that if Purchaser fails to close the proposed sale or lease on the terms and conditions contained in the Notice of Sale or Lease, the Right to Repurchase shall remain in effect and shall be applicable to any other sale or lease by Purchaser within the Development Period. Any sale, lease, assignment or conveyance of the Property by Purchaser in violation of the provisions of this Paragraph 11 shall be null and void and of no force and effect. The quitclaim deed to be delivered on the Closing Date shall contain a restrictive covenant incorporating the Right to Repurchase. For purposes of this Paragraph 11, the words "resale", "sale", or "lease" shall include, among other definitions, any sale, lease, transfer, articles of agreement for deed, corporate transfer or other voluntary conveyance of the Property, any partnership interest in any partnership owning an interest in the Property, any lease with an option to purchase the Property, any assignment of this Agreement, any assignment (except for collateral purposes only) of all or any portion of the beneficial interest or power of direction under any trust which owns legal or beneficial title to the Property for consideration or any conveyance or transfer which tends directly or indirectly to cause the transfer of the right of ownership in the Property.

(c) Purchaser acknowledges that the Development Plan is consistent with the Seller's comprehensive development plan for GNAS, of which the Property is a part, and that the Seller, and other interested purchasers of properties located within GNAS are relying on the development of the Property by Purchaser as represented in this Paragraph 11, and as otherwise described in the Development Plan, in order to formulate their respective development plans, in the over-all comprehensive development of GNAS.

(d) In consideration of the representations as set forth in this Paragraph 11, Purchaser covenants and agrees that the Property shall be used in perpetuity for no purpose other than as described in the Development Plan. The quitclaim deed to be delivered on the Closing Date shall contain a restrictive covenant incorporating the provisions set forth in this subparagraph 11(d).

12. ADDITIONAL PURCHASER COVENANTS. Purchaser covenants and agrees that time is of the essence and that it shall perform the following with due diligence:

(a) Develop the Property in compliance with the Development Plan as may be modified by the Village of Glenview Board of Trustees, with the approval of Purchaser, as part of the rezoning and subdivision process. Development of the Property by Purchaser shall be consistent with the Municipal Code of the Village of Glenview, which Code includes, but is not limited to, the Zoning Code, the Subdivision Code, the Subdivision Guide, the Appearance Code and Plan, the Master Plan for the redevelopment of the Property and GNAS, and the Design Guidelines for the development of the Property and GNAS;

(b) Rezone and subdivide the Property consistent with the Development Plan. Seller shall cooperate with Purchaser in the preparation and filing of any documents necessary to initiate an appropriate proceeding to rezone and subdivide the Property consistent with the Development Plan, including, but not limited to, appearances before the Village Board of Trustees and any other boards or commissions that may be necessary to effect the rezoning and subdivision of the Property;

(c) Seek all necessary approvals and obtain all necessary permits from all regulatory authorities, including, but not limited to, the Village of Glenview, regarding the development of the Property. Purchaser further covenants that it shall commence and complete construction in accordance with the construction schedule set forth in the Development Plan. Purchaser further agrees that construction of infrastructure on the Property shall commence not later than twelve (12) months after final subdivision approval and that construction of the buildings and other structures on the Property shall commence not later than eighteen (18) months after final subdivision approval. In the event construction does not commence in accordance with the construction schedule set forth in the Development Plan, or any extended term as may be approved in writing by Seller, at the option of Seller, the zoning obtained by Purchaser for the Property shall, by action of the Board of Trustees, following a public hearing, without referral to or recommendation by the Plan Commission, be rezoned to Public Lands (P-1), which is the existing zoning category of the Property as of the Effective Date.

(d) Purchaser hereby agrees to indemnify, defend and hold harmless Seller, and Mesirow Stein Real Estate, Inc. and each of their respective agents, trustees, officers, directors, employees, attorneys, successors and assigns, from and against all claims for personal injury or property damage, cost or expense, including

reasonable attorneys' fees, claims, causes of action, mechanics' lien claims, lien claims against public funds (*i.e.*, money, bonds, warrants or funds), or any other claims, causes of action, or charges, that may be filed or asserted against the Property, Seller, or Mesirow Stein Real Estate, Inc. and each of their respective agents, trustees, officers, directors, employees, attorneys, successors and assigns, arising out of Purchaser's performance or occasioned by Purchaser's exercise of the rights granted Purchaser under this Agreement.

(e) The quitclaim deed to be delivered on the Closing Date shall contain the covenants consistent with the provisions of this Paragraph 12.

13. **DEFAULT.**

(a) If Purchaser defaults under the terms of this Agreement, then Seller shall have the option of terminating this Agreement, in which event the Earnest Money, including interest, shall be forfeited and delivered to Seller.

(b) If Seller defaults under the terms of this Agreement, and such default is not cured within thirty (30) business days following the date on which Purchaser provides written notice of such default to Seller, then Purchaser's sole and exclusive remedy is to terminate this Agreement, in which event the Earnest Money, including interest, shall be delivered to Purchaser and neither party shall have any further obligation or liability under this Agreement. Purchaser shall not be entitled to, and hereby waives all right, to seek any other remedy that may be available to Purchaser at law, in equity or otherwise, including, but not limited to seeking specific performance or consequential or incidental damages.

14. **NOTICE.** All notices hereunder shall be in writing and shall be deemed to have been duly given upon depositing in the U.S. mail, either by registered or certified mail, postage prepaid, return receipt requested, by facsimile transmission, by delivery, or by a recognized national purveyor of overnight mail delivery to the party to whom the notice is directed, at such party's address or facsimile number as hereinafter set forth. Any party shall have the right to designate any other address or facsimile number for notice purposes by written notice to the other party in the manner aforesaid. The addresses of the parties and their respective facsimile numbers are as follows:

Seller: VILLAGE OF GLENVIEW
1225 Waukegan Road
Glenview, Illinois 60025
Attention: Village Manager
Fax Number: 847/724-1518

With a copy to: ROBBINS, SALOMON & PATT, LTD.
800 Waukegan Road, Suite 200
Glenview, Illinois 60025
Attention: Jeffrey M. Randall, Esq.
Fax Number: 847/729-7390

Purchaser: _____

Fax Number: _____

With a copy to: _____

Fax Number: _____

15. BROKERAGE.

- a) Seller hereby represents and warrants to Purchaser that, except for _____, Seller has not dealt with any party that may be entitled to a finder's fee or commission in connection with this transaction, and Seller hereby agrees to pay and protect, indemnify, defend and hold harmless Purchaser from and against all liability, damages, attorneys' fees, court costs and expenses from causes of action, suits, claims, demands and judgments of any nature whatsoever arising out of, or in any way connected with or relating to any breach by Seller of the warranties set forth in this Paragraph 15(a).
- b) Purchaser hereby represents and warrants to Seller that except for _____, Purchaser has not dealt with any party that may be entitled to a finder's fee or commission for this transaction, and Purchaser hereby agrees to pay and protect, indemnify, defend and hold harmless Seller from and against all liability, damages, attorney's fees, court costs and expenses from causes of action, suits, claims, demands and judgments of any nature whatsoever arising out of, or in any way connected with or relating to any breach by Purchaser of the warranties set forth in this Paragraph 15(b).
- c) Purchaser hereby represents and warrants to Seller that it has not paid any money or promised any favor or other form of consideration to any entity or individual, including, but not limited to, Mesirow Stein Real Estate, Inc., its agents, representatives, attorneys, or employees, or the Village of Glenview, its agents, representatives, employees, attorneys, or any public official, for advantage or favorable treatment in connection with the purchase of the Property.
- d) The warranties and representations of Seller and Purchaser set forth above in Paragraphs 15(a), 15(b), and 15(c) hereinabove shall survive the Closing.

16. ASSIGNMENT. Neither Purchaser nor any owner, shareholder, director, officer, partner, member, or person or entity having a financial interest in Purchaser shall have the right to assign or transfer this Agreement or the rights herein without the express prior written consent of Seller.

17. VERIFIED STATEMENT. Prior to execution of this Agreement, Purchaser shall provide to Seller a verified statement ("Statement") identifying by name, current address, and telephone number, of each person or entity who is an owner, shareholder of a non-publicly traded entity, director, officer, partner, member, or any person or entity, directly or indirectly, having a financial interest in Purchaser's development of the Property or the rights herein, or their interests in Purchaser, and the current name, address, and telephone number of each of Purchaser's funding sources for Purchaser's development of the Property. Purchaser shall certify, at Closing, that the Statement remains true and correct as of the Closing Date.

18. **TIME; EFFECTIVE DATE.** Seller and Purchaser agree that time is of the essence and that failure of either party to strictly comply with the time limitations contained herein shall be considered as a default unless provided otherwise herein or unless expressly waived in writing by agreement of the non-defaulting party. The "Effective Date" of this Agreement shall be the date of final signature hereon by the last of Purchaser or Seller to execute this Agreement.

19. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement and the exhibits attached hereto contain the entire agreement between the parties in connection with this transaction, and there are no oral or parol agreements, representations or inducements existing between the parties relating to this transaction which are not expressly set forth herein and covered hereby. This Agreement may not be modified except by a written agreement signed by all of the parties or their successors in interest, and in the case of the Seller, shall require the adoption of an ordinance or resolution by the President and Board of Trustees of Seller approving such amendment. Notwithstanding the provisions contained in this Agreement and in this Paragraph 19 to the contrary, the Village Manager, or his designee, shall, without prior approval of the President and Board of Trustees, have the authority, in his sole discretion, to grant extensions, not to exceed sixty (60) days, of any of the time periods referred to in this Agreement.

20. **PERSONS BOUND.** This Agreement, and all covenants and provisions herein contained, shall bind and inure to the benefit of the parties hereto and their respective heirs, personal representatives, administrators, executors, successors and assigns.

21. **SEVERABILITY.** In the event any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

22. **FURTHER ASSURANCES.** The parties each agree to do, execute, acknowledge and deliver all such further acts, instruments and assurances and to take all such further action before or after the Closing as shall be necessary or desirable to fully carry out this Agreement and to fully consummate and effect the transactions contemplated hereby.

23. **APPLICABLE LAW; VENUE.** This Agreement shall be interpreted and enforced according to the laws of the State of Illinois. Venue of any action to enforce or interpret this Agreement shall be in the Circuit Court of Cook County, Illinois.

24. **SURVIVAL.** Except as specifically provided herein, no representations, warranties, agreements, covenants or obligations of the Seller shall survive the Closing or termination of this Agreement.

25. **NO THIRD PARTY BENEFITS.** This Agreement is for the sole and exclusive benefit of the parties hereto, and no third party is intended to or shall have any rights hereunder except as may otherwise be specifically provided in this Agreement.

26. **NO PARTNERSHIP OR JOINT VENTURE.** Nothing contained in this Agreement is intended, or shall be construed in a manner, to create any relationship between Seller and Purchaser other than the relationship of a purchaser and a seller, and Seller and Purchaser shall not be considered agents of the other, joint venturers or partners for any purpose.

27. **NO RELIANCE ON ENVIRONMENTAL REPORTS AND/OR DOCUMENTS.** Seller makes no representations or warranties with regard to the accuracy or validity of the environmental reports or documents furnished or made available to Purchaser concerning the Property or adjacent properties. As a consequence, neither Purchaser nor its successors and assigns shall have the right to rely on any opinion or analysis expressed or contained in any environmental documents or reports produced or made available by Seller to Purchaser. With regard to any environmental issues or concerns, Purchaser shall be responsible for conducting its own due diligence without reliance as to the accuracy or validity of any information or documents obtained, directly or indirectly, through Seller or Seller's agents.
28. **NO RELIANCE ON VILLAGE REPORTS AND/OR DOCUMENTS.** Seller makes no representations or warranties with regard to the accuracy or validity of Village of Glenview engineering maps, engineering reports, aerial photographs, planimetrics, surveys, site plans or base maps. Purchaser shall be responsible for conducting its own due diligence without reliance as to the accuracy or validity of any information or documents obtained, directly or indirectly, through Seller or Seller's agents.
29. **FOREIGN PERSON REPRESENTATION.** Purchaser is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986.
30. **RECORDING.** This Agreement shall not be recorded with the Recorder of Deeds of Cook County, Illinois. Notwithstanding any provision in this Agreement to the contrary, the act of recording this Agreement by Purchaser shall constitute a default hereunder and, at the option of the Seller, shall render this Agreement null and void and of no force and effect.
31. **OFFER AND ACCEPTANCE.** The delivery of this Agreement with the RFPs shall not constitute an offer by Seller. Delivery by Purchaser to Seller of a copy of this Agreement executed by Purchaser shall constitute an offer to purchase the Property upon the terms and conditions herein set forth, which offer shall be irrevocable and effective for a period of sixty (60) days following the date of such delivery. If Seller fails to deliver a fully executed counterpart of this Agreement to Purchaser prior to expiration of such sixty (60) day period, then at Purchaser's sole option, said offer may be revoked and rescinded in its entirety at any time thereafter, and upon such revocation and rescission, said offer and this Agreement shall have no further force or effect.
32. **PROTECTIVE AGREEMENTS.** Prior to any entry upon the Property, or reviewing any environmental reports directly or indirectly affecting the Property, Purchaser shall execute and deliver to Seller a certain Right of Access Agreement and a certain Confidentiality and Non-Disclosure Agreement (collectively, the "Protective Agreements"), in form and substance attached hereto as Exhibit "E" and Exhibit "F", respectively. The Protective Agreements are hereby incorporated herein by reference. A default by Purchaser under either of the Protective Agreements shall be deemed a default by Purchaser hereunder. Notwithstanding anything contained herein or in the Protective Agreements to the contrary, all of Purchaser's obligations under the Protective Agreements shall survive any termination of this Agreement and the Closing and shall not merge into the quitclaim deed.
33. **ILLINOIS CRIMINAL CODE.** Purchaser hereby certifies that it is not barred from entering into this Agreement as a result of violations of either Section 5/33E-3 or Section 5/33E-4 of the Illinois Criminal Code.

34. **COUNSEL.** Both parties have been represented by counsel and have had full opportunity to discuss this Agreement prior to execution. No party shall be deemed to have drafted this Agreement for purposes of construing any ambiguity.

35. **INTERPRETATION.**

a) The headings and captions herein are inserted for reference only and the same shall not limit or construe the paragraphs or sections to which they apply or otherwise affect the interpretation hereof.

b) The terms "hereby," "hereof," "hereto," "herein," "hereunder," and any similar terms shall refer to this Agreement, and the term "hereafter" shall mean after, and the term "heretofore" shall mean before, the date of this Agreement.

c) Words of the masculine, feminine or neuter gender shall mean and include the correlative words of other genders, and words importing the singular number shall mean and include the plural number and vice versa where the context so requires.

d) Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations, limited liability companies, and other legal entities, including public bodies, as well as natural persons.

e) The terms "include," "including," and similar terms shall be construed as if followed by the phrase "without being limited to."

f) This Agreement and any document or instrument executed pursuant hereto may be executed in any number of counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

g) Whenever under the terms of this Agreement the time for performance of a covenant or condition falls upon a Saturday, Sunday, or federal or state holiday, such time for performance shall be extended to the next business day. All references herein to "days" shall mean calendar days unless otherwise provided in this Agreement to the contrary.

h) All exhibits attached to this Agreement are hereby incorporated as a part of this Agreement by reference.

36. **PUBLICITY.** All notice to third parties and all other publicity concerning the transaction contemplated hereby shall be jointly planned and coordinated by and between Purchaser and Seller. Seller shall have final authority and control over all publicity prior to the closing of the transaction contemplated by this Agreement. Purchaser shall not act unilaterally with regard to publicity. Any action by Purchaser not in conformity with this Paragraph 35 shall, at the election of Seller, constitute a default of Purchaser under the terms of this Agreement. In the event of such default, Seller shall have the option of declaring the Agreement null and void, in which case, the Earnest Money, including interest, shall be delivered to Seller and Seller shall have no liability or further obligation to Purchaser.

37. **EXCULPATION.** No personal recourse or liability of any kind shall be had for payment of any claim based on this Agreement or upon any representation, obligation or covenant in this Agreement against any past, present or future President or Trustee of the Village of Glenview, or other officers, employees, attorneys, or agents of the Village of

Glenview or Mesirov Stein Real Estate, Inc., or any of its officers, directors, employees, or agents under any rule of law or equity, statute or constitution, or by enforcement of any assessment or penalty or otherwise, and all of such liability of any of the foregoing parties is hereby expressly waived and released by Purchaser, its successors and assigns, as a condition of and consideration for the execution of this Agreement.

38. **AUTHORITY.** Each party hereto represents that they have the requisite authority to enter into this Agreement and each party will provide evidence of said authority, acceptable to the other, at the time of execution of this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly authorized and approved by the President and Board of Trustees of the Village of Glenview, Cook County, Illinois and executed by the parties as of the day, month, and year set forth below.

PURCHASER:

By: _____

Its: _____

ATTEST:

By: _____

Dated: _____

SELLER:

VILLAGE OF GLENVIEW,
an Illinois home-rule municipal corporation

By: _____

Its: _____

ATTEST:

By: _____

Dated: _____

EXHIBIT "A"
LEGAL DESCRIPTION

EXHIBIT "B"
DEVELOPMENT PLAN

EXHIBIT "C"
PERMITTED TITLE EXCEPTIONS

EXHIBIT "D"

SUMMARY OF REQUIRED INSURANCE COVERAGE

(i) Worker's Compensation Insurance. Worker's compensation insurance shall be carried for all employees whom Purchaser may employ in carrying out Purchaser's due diligence or any other of Purchaser's work in the development of Purchaser's project contemplated under this Agreement. The insurance shall comply with all State of Illinois and federal requirements as may relate to worker's compensation insurance. Employer's liability insurance shall also be provided for both bodily injury and disease that may arise out of the employment of any person involved in work under this Agreement. Purchaser shall waive any and all right of subrogation against the Seller and Mesirov Stein Real Estate, Inc.

LIMITS: \$500,000.00 each accident
 \$500,000.00 each disease
 \$500,000.00 policy limit on disease

(ii) Automobile Liability Insurance. Automobile liability insurance shall be carried in the Purchaser's name to cover any liability arising out of the use of any automobile, in the combined single limit of \$1,000,000.00 for both bodily injury and property damage, with a deductible for bodily injury and property damage liability combined of \$1,000.00 per claim. This insurance shall cover owned, non-owned, leased and hired automobiles to protect the Purchaser from claims for bodily injury or property damage which may arise from the use of motor vehicles engaged in any of Purchaser's work under this Agreement. The Seller and Mesirov Stein Real Estate, Inc. shall be named as additional insureds on the policy. Purchaser shall waive any and all right of subrogation against the Seller and Mesirov Stein Real Estate, Inc.

(iii) General Liability Insurance. General liability insurance in Purchaser's name shall include: bodily injury, property damage, personal injury, explosion, collapse and underground damage liability endorsements (commonly called X, C and U hazards), products and completed operations, blanket contractual and broad form property damage coverage with a deductible of \$10,000.00 per claim for bodily injury and property damage combined liability with:

LIMITS: \$1,000,000.00 per occurrence
 \$2,000,000.00 aggregate
 \$1,000,000.00 personal and advertising injury liability
 \$2,000,000.00 products and completed operations aggregate

The Seller and Mesirov Stein Real Estate, Inc. shall be named as additional insureds on the policy, via endorsement ISO CG2009 or CTG2010. Such insurance shall be primary and not additional to, or contributing with, any other insurance carried by, or for the benefit of Seller or Mesirov Stein Real Estate, Inc. Purchaser shall waive any and all right of subrogation against the Seller and Mesirov Stein Real Estate, Inc. The policy shall contain a separation of insureds endorsement. The aggregate limit must be written per project limit, via per project aggregate endorsement ISO CG2503.

(iv) Umbrella Excess Liability Insurance. Umbrella excess liability insurance shall be carried in the Purchaser's name to cover any liability in excess of the limits of coverage already required and provided through the Purchaser's primary liability policy.

LIMITS: \$5,000,000.00 per occurrence
\$5,000,000.00 aggregate

Umbrella excess liability insurance must be in excess of Employer's liability insurance, automobile liability insurance, and general liability insurance. The umbrella coverage shall not apply to the separate Seller's and Purchaser's protective policy. Purchaser shall waive any and all right of subrogation against Seller and Mesriow Stein Real Estate, Inc.

(v) The Purchaser shall require its subcontractors and all subcontractor tiers of all subcontractors to comply with the worker's compensation, automobile liability, general liability, umbrella excess liability insurance provisions required of the Purchaser pursuant to this Agreement.

(vi) If, in the performance pursuant to Purchaser's due diligence, and any other work contemplated under this Agreement, the Purchaser elects to subcontract a portion of the work to design professionals (i.e., architect, engineer or surveyor), said design professional shall be registered, licensed and in good professional standing in the State of Illinois and shall maintain in effect during the term of their work relationship with Purchaser, professional liability errors and omission insurance coverage with limits of not less than \$1,000,000. The Purchaser shall require all subcontractors, as appropriate, to comply with the provisions of subsection (vii) as if they were the Purchaser.

(vii) The Purchaser assumes all responsibility for the monitoring of subcontractor insurance certificates for compliance with the insurance provisions of this Agreement.

(viii) Failure to comply with any or all of the insurance requirements by the Purchaser or any tier of the subcontractors prior to the commencement of the work will not be deemed as a waiver of the insurance requirements.

(ix) Prior to the commencement of the Purchaser's due diligence or any other work contemplated under this Agreement, the Purchaser shall file with the Seller one (1) valid/original certificate of insurance and two (2) copies, including the required amendatory riders and endorsements, evidencing that all required insurance for the Purchaser and all subcontractors and all subcontractor tiers of subcontractors are in force, executed by an authorized representative of the insurance company.

(x) The Purchaser shall maintain current/valid certificates which shall be kept on file with the Seller at all times during the performance of the work pursuant to this Agreement. Such certificates shall identify the specific project/contract and location.

(xi) The Purchaser shall not make any changes in or allow the required insurance coverages to lapse without the Seller's prior written approval thereto.

(xii) All policies of insurance must be endorsed to contain a provision giving the Seller a thirty (30) day prior written notice by certified mail, return receipt requested, of any cancellation of that policy or material change in coverage.

(xiii) All certificates of insurance and all notices required pursuant to this article must be sent to the attention of:

Glenview Naval Air Station Redevelopment Project
Village of Glenview
2800 Admiral Ewen Drive
Glenview, Illinois 60025
Attention: Matthew D. Carlson and Donald K. Owen

with a copy to:

Arthur J. Gallagher & Co. - Schaumburg
1450 E. American Lane - Suite 1100
Schaumburg, Illinois 60173
Attention: Mary Wray, Account Manager

(xiv) Receipt and review by the Seller or the Seller's representative of any copies of insurance policies or insurance certificates shall not relieve the Purchaser of its obligation to comply with the insurance provisions of this Agreement.

(xv) The insurance provisions of this Agreement shall not be construed as a limitation of the Seller's responsibilities and liabilities pursuant to the terms and conditions of this Agreement, including, but not limited to, liability for claims in excess of the insurance limits and coverages set forth herein.

EXHIBIT "E"

RIGHT OF ACCESS AGREEMENT

THIS RIGHT OF ACCESS AGREEMENT ("Agreement") is made as of this _____ day of _____, 199____, by and between the Village of Glenview, an Illinois _____ municipal _____ corporation _____ ("Seller") and _____ ("Purchaser").

WITNESSETH:

WHEREAS, Seller is the fee owner of the parcel of land legally described on Exhibit "A" attached hereto and made a part hereof ("Property"); and

WHEREAS, Purchaser is interested in purchasing the Property; and

WHEREAS, as part of Purchaser's due diligence investigation, including the investigation of the environmental condition of the Property, Purchaser is desirous of obtaining the right of access to the Property to conduct its due diligence.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. ***Effective Date.*** This Agreement shall be effective for a sixty (60) day period commencing even date herewith ("Commencement Date"), and expiring sixty (60) days thereafter unless earlier terminated by Seller upon written notice.
2. ***Environmental Inspection.***
 - a) Seller hereby grants permission, or shall undertake to have the same granted, to Purchaser, its agents, engineers, surveyors, employees, and contractors permission to enter upon the Property for the purpose of making a physical inspection thereof and conducting tests and studies relating to the environmental condition of the Property;
 - b) Purchaser's right of inspection shall include without limitation the right to conduct soil and groundwater sampling and analysis, removal of any sample of the materials from which any structure is constructed, and to assess any other conditions at the Property;
 - c) Purchaser shall provide Seller with notice given at least five (5) business days prior to the date and time of any entry onto the Property by Purchaser or its agents. Seller shall have the right to observe any inspection performed by Purchaser or on behalf of Purchaser at the Property;
 - d) Purchaser shall restore the soil and the premises of the Property to substantially the same condition existing prior to the commencement of its inspections;
 - e) Prior to entry onto the Property, Purchaser shall provide Seller with evidence of liability insurance with coverage and limits reasonably satisfactory to Seller.

3. **Assistance of Seller.** To assist Purchaser with its inspections, Seller shall make available copies of any property records, plans and specifications for the building, operating and repair records for the Property and such other documents reasonably requested and available, subject to that certain Confidentiality and Non-Disclosure Agreement, dated of even date herewith.
4. **No Improvements or Alterations.** Other than such actions specifically authorized in paragraph 2 herein, Purchaser shall not make any improvements or alterations to the Property existing prior to the Commencement Date.
5. **No Fee or Charge.** Purchaser shall not be obligated to pay Seller any fee or charge for the rights granted in this Agreement.
6. **Payment of Expenses.** Any action taken by Purchaser pursuant to paragraph 2 herein shall be at Purchaser's sole expense and Seller shall not be obliged to pay for such expenses.
7. **Use of Information Obtained.** Purchaser shall disclose any data or results and deliver all reports obtained from the investigation of the Property authorized hereby to Seller and to no other person or entity other than Purchaser's contractors, agents and employees.
8. **No Obligation to Act by Purchaser.** Any right granted herein to the contrary notwithstanding, Purchaser shall have no obligation to take any action with respect to the Property, including without limitation, environmental remediation of any nature or the securing of the Property from any trespass or physical deterioration or destruction.
9. **No Seller Liability.** Purchaser, its agents, engineers, surveyors, employees, and contractors shall enter the Property and conduct sampling defined in paragraph 2 herein at their sole risk. Purchaser shall indemnify and hold Seller harmless from and against liability, damage or cost that Seller may incur as a result of Purchaser's actions pursuant to paragraph 2 in accordance with the terms of subparagraph 12(d) of the Agreement for Purchase and Sale of Real Estate by and between Seller and Purchaser with regard to the Property.
10. **Governing Law and Severability.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
11. **Execution in Counterparts.** This Agreement may be executed in several counterparts, each of which shall be considered a duplicate original and the same instrument.
12. **Successor and Assigns, et al; Assignment.** This Agreement shall inure to the benefit of and be binding upon the parties hereto, their agents, representatives, attorneys, brokers and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the day and year first above written.

SELLER:

VILLAGE OF GLENVIEW, an Illinois
municipal corporation

By: _____

Its: _____

PURCHASER:

By: _____

Its: _____

EXHIBIT "F"

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement ("Agreement") is made as of this ____ day of _____, 199__ by and between Village of Glenview, an Illinois municipal corporation ("Seller") and _____ ("Purchaser").

RECITALS

- A. **WHEREAS**, Seller has access to certain environmental records (collectively referred to herein as the "Environmental Reports and Records") pertaining to a certain parcel of land commonly known as _____, Glenview, Illinois ("Property").
- B. **WHEREAS**, Purchaser has made certain inquiries to Seller concerning the status of the physical and environmental condition of the Property;
- C. **WHEREAS**, as part of Purchaser's due diligence investigation as to the condition of the Property, Purchaser is desirous of examining the Environmental Reports and Records; and
- D. **WHEREAS**, Seller has agreed that Purchaser may examine the Environmental Report and Records subject to certain terms and conditions set forth below.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The foregoing recitals are hereby incorporated as part of this Agreement as though fully set forth below.
2. Seller will disclose the contents of and provide copies of the Environmental Reports and Records to Purchaser subject to the following terms and conditions:
 - a) That the information contained in the Environmental Reports and Records shall be kept secret and strictly confidential and shall not be copied, disclosed, disseminated, published, revealed or otherwise made known to any third person or entity in any manner by Purchaser without the express, prior written authorization of Seller, provided, however, Purchaser may disclose the Environmental Reports and Records to its attorneys, partners, environmental consultant, or lender, to the extent these parties undertake to keep the same secret and strictly confidential;
 - b) That Purchaser shall be responsible for the maintenance of the confidentiality of the Environmental Reports and Records by its employees and other agents, persons or entities referred to in sub-paragraph 2(a) above; and
 - c) That the Environmental Report and Records are and shall remain the sole property of Seller and shall be returned to Seller after review by Purchaser or immediately upon the request of Seller.

3. This Agreement shall be binding on each party hereto, and its respective agents, representatives, attorneys, brokers, successors and assigns.
4. This Agreement shall be construed and governed by the laws of the State of Illinois.
5. This Agreement may be executed in several counterparts, each of which shall be considered a duplicate original and the same instrument.

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the date first above written.

SELLER:

VILLAGE OF GLENVIEW, an Illinois
municipal corporation

By: _____

Its: _____

PURCHASER:

By: _____

Its: _____

Glenview
Naval Air Station Redevelopment Project

EXHIBIT 16 - PREFERRED TENANT LIST

PARCEL 14: UPSCALE RETAIL CENTER

The Village of Glenview has prepared a targeted list of tenants for the new high-end community retail center within the Glenview Naval Air Station (GNAS) Redevelopment Project. The list is not meant to be all inclusive, but rather representative of the types of tenants that the Village believes will create an upscale "Power Center" or "Specialty Center". Developers may use this list to guide their search for tenants that will strengthen their proposals.

<u>TENANT</u>	<u>SIZE (sf)</u>
ANCHOR TENANTS	200,000-220,000
* <i>EXPO (Home Depot)</i>	
* <i>Meijer</i>	
* <i>Luxury Auto Dealership</i>	
* <i>Galyan's Trading Company</i>	
NON-ANCHOR TENANTS	80,000-130,000
* <i>Bed, Bath & Beyond</i>	
* <i>Micro Center</i>	
* <i>Staples</i>	
* <i>Toys R Us/ Kids R Us/ Babies R Us</i>	
* <i>Circuit City</i>	
* <i>Comp USA</i>	
* <i>Computer City</i>	
* <i>The Container Store</i>	
* <i>Office Depot</i>	
* <i>Office Max</i>	
* <i>Crate & Barrel Furniture</i>	
* <i>Hines Lumber</i>	

Glenview
Naval Air Station Redevelopment Project

EXHIBIT 16 - PREFERRED TENANT LIST

PARCEL 16, 17 AND 18 : MIXED-USE RETAIL CENTER

The Village of Glenview has prepared a targeted list of tenants for the new Mixed Use Retail Center within the Glenview Naval Air Station (GNAS) Redevelopment Project. The list is not meant to be all inclusive, but rather representative of the types of tenants that the Village believes will create the unique character of the active, high quality, family-oriented destination center that the Mixed Use Retail Center is envisioned to be. Developers may use this list to guide their search for tenants that will strengthen their proposals.

TENANT

SIZE (sf)

ANCHOR TENANTS

Anchor No. 1 - Cinema (14 screens/3,000 seats)

50,000-75,000

- * *Cinemark*
- * *Crown Theaters*
- * *General Cinema*
- * *Kersotes Theaters*
- * *Marcus Theaters*
- * *Regal Theaters*
- * *Sony Theaters*

Anchor No. 2 - Entertainment/Sports

50,000-100,000

- * *Bally's Health Club*
- * *Dave & Buster's*
- * *Grand Slam*
- * *Hospital-based Wellness Center*
- * *Ice Rink*
- * *Museum*
- * *Red's Rec Room (Brunswick Bowl & Ent.)*
- * *Sega GameWorks*
- * *Tennis Corp of America*
- * *Windy City Sports*

Anchor No. 3 - Hotel/Conference Center

75,000-150,000

Glenview
Naval Air Station Redevelopment Project

EXHIBIT 16 - PREFERRED TENANT LIST

NON-ANCHOR TENANTS

Clothing

- * *Am. Eagle Outfitters*
- * *Ann Taylor*
- * *Banana Republic*
- * *Gap/Kids/Baby Gap*
- * *H2O Plus*
- * *J. Crew*
- * *L. L. Bean*
- * *Laura Ashley*
- * *Limited*
- * *Polo/Ralph Lauren*
- * *Talbot's*
- * *Von Mawr*

Books, Electronics, Gifts, Music

- * *Ameritech Cellular*
- * *B. Dalton Books*
- * *Circuit City*
- * *Coconut's*
- * *Discovery Channel Store*
- * *Disney Store*
- * *FAO Schwarz*
- * *Fast Frame*
- * *HMV*
- * *Tower Records*
- * *United Audio Center*
- * *Virgin Megastore*
- * *Warner Brothers Store*
- * *Wild Bird Center*
- * *Wolf Camera & Video*
- * *Zany Brainy*

Home and Lifestyle

- * *Bed, Bath & Beyond*
- * *Crate and Barrel Furniture*
- * *Ethan Allen Furniture*
- * *Laura Ashley Home*
- * *Linens -N- Things*
- * *Pier 1 Imports*
- * *Polo Home*
- * *Pottery Barn*
- * *Restoration Hardware*
- * *Smith & Hawken*
- * *Williams Sonoma*
- * *Z Gallery*

Restaurants/Food

- * *Au Bon Pain*
- * *Ben & Jerry's*
- * *California Pizza Kitchen*
- * *Canyon Cafe*
- * *Cheesecake Factory*
- * *Coffee House*
- * *Corner Bakery*
- * *Gold Standard Wine & Cheese*
- * *Gordon Biersch Brewery*
- * *Hackney's*
- * *Il Fornaio*
- * *Maggiano's*
- * *Micro Brewery*
- * *Pizzeria Uno*
- * *St. Louis Bread Co.*
- * *Wolfgang Puck/Spago*

Glenview
Naval Air Station Redevelopment Project

EXHIBIT 16 - PREFERRED TENANT LIST

NON-ANCHOR TENANTS

Sports & Leisure Retail

- * *Bass Pro*
- * *Eastern Mountain Supply*
- * *Eddie Bauer*
- * *Erebwon Mountain Supply*
- * *Finish Line*
- * *Nike*
- * *North Face*
- * *REI*

Entertainment/Nightclubs

- * *Cirque de Soleil*
- * *Community Arts Theater*
- * *House of Blues*
- * *IMAX/iWERKS Theaters*
- * *Second City*
- * *Sundance Theaters*
- * *The Clubhouse*
- * *Wild Horse Saloon*
- * *Zanies Comedy Club*

Glenview

Naval Air Station Redevelopment Project

EXHIBIT 17 - LIST OF ADDITIONAL DOCUMENTS

The following documents are available at a cost delineated below (excluding shipping and handling) from the following Glenview businesses:

- | | | | |
|----|--|----|---|
| 1. | 3X Copy Shop
1410 Waukegan Road
Glenview, Illinois 60025
Telephone 847-729-6688
Fax 847-729-7999
Contact: Mark Walker or Todd Watkins | 2. | Classic Quick Print
924 Waukegan Road
Glenview, Illinois 60025
Telephone: 847-729-3400
Fax: 847-729-4053
Contact: Bill Armstrong |
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Please contact the above copy shops to receive any document from this list.

- A. 1.44 MB Floppy Disk of each parcel in Microstation and Autocad format (available free)
- B. Village of Glenview Zoning Map (\$1.49)
- C. Plat of Survey, Naval Air Station, Glenview, Illinois*
- D. Zoning Ordinance of the Village of Glenview - Chapter 24 of Municipal Code of Glenview (\$9.08)
- E. Subdivision Code of the Village of Glenview - Chapter 18 of Municipal Code of Village of Glenview (\$1.87)
- F. Village of Glenview Subdivision and Engineering Guide (\$3.69)
- G. Village of Glenview Appearance Plan (\$.88)
- H. Village of Glenview Appearance Code and Site Plan Review Ordinance - Chapter 25 of Municipal Code of the Village of Glenview (\$.99)
- I. Economic Development Project Area Tax Increment Allocation Act of 1995, Public Act 89-176, S.B. 567 (\$1.54)
- J. Draft Environmental Impact Statement for Disposal and Reuse of the Naval Air Station Glenview, Glenview, Illinois, July 1995, prepared by the Department of the Navy (\$22.17)
- K. Final Environmental Impact Statement for Disposal and Reuse of the Naval Air Station Glenview, Glenview, Illinois, November 1995, prepared by the Department of the Navy (\$4.68)
- L. Glenview Naval Air Station Consensus Reuse Plan, Volume I - Executive Summary and Volume II - Expanded Report (\$18.58)
- M. Village of Glenview, Cook County, Illinois \$60,000,000 General Obligation Bond Anticipation Bonds, Series 1995 - Official Statement (\$1.10)
- N. Naval Air Station Glenview Information Re: Historical Preservation, April 6, 1995, including studies prepared by Rodriguez and Associates and The Shaw Company (\$11.72)
- O. Memorandum of Agreement between Illinois State Historic Preservation Officer and the Village of Glenview, Illinois regarding Hangar One at the former Naval Air Station (NAS) Glenview, Illinois (\$2.53)

Glenview
Naval Air Station Redevelopment Project

EXHIBIT 17 - ADDITIONAL DOCUMENTS

- P. Glenview Naval Air Station Ecological Study of Upland Vegetative Types, October prepared by Harza Consulting Engineers and Scientists (\$2.59) & Vegetation Types Map*
- Q. Lake Glenview Feasibility Analysis, October 1995, prepared by Harza Consulting Engineers and Scientists (\$9.57)
- R. Glenview Naval Air Station Wetland Studies, October 1995, prepared by Harza Consulting Engineers and Scientists (\$5.61) & Existing Drainage Ways and Wetlands Map*
- S. Finding of Suitability to Transfer (FOSTS): (\$1.32 total)
 - I) To transfer Golf Course Parcels, Naval Air Station Glenview, September 30, 1997
 - II) For the Core Area, North Approach Zone and Airfield Ramp Parcels, Naval Air Station, Glenview, Illinois, December 16, 1997
 - III) For Transfer of Airfield Parcels, August 30, 1997
 - IV) For the Developed Core Area and Miscellaneous Parcels, January 30, 1998
- T. Other Environmental Documentation: Available for review in the Restoration Advisory Board Library at Glenview Naval Air Station Building 16, 2900 D Avenue, Glenview, Illinois (on-site copies \$0.25 per page)
- U. A Management Plan for the Prairie Community at the Former Glenview Naval Air Station, Conservation Design Forum, November 1996 (\$2.48)
- V. Comprehensive Plan Amendment (\$1.88)
- W. Utility Map (Set of 4)*
- X. Planimetric Map*

* *Maps available only at: Precision Reproduction
1314 Waukegan Road
Glenview, Illinois 60025
Telephone: 847-724-0182
Fax: 847-724-0193
Contact: Mike Miller*

*Option #1: All oversize 30" x 42" maps (C, P, R, W & X) - \$10.70
Option #2: Survey, Planimetry & Utilities Only (C, W, & X) - \$8.90
Option #3: Individual Oversize Map - \$6.00 each*