

UNILATERAL CHANGES
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DRAFT - DEVELOPMENT AGREEMENT MEMORANDUM OF UNDERSTANDING
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SUBJECT TO APPROVAL BY NM SENIOR LEADERSHIP
Revised 8-11-2019

This document is intended to serve as a basis for dialogue between Northwestern Medicine (NM) and the Village of Winfield (Village) regarding the development of Town Center. This is not designed or intended as a legal document, rather its purpose is to expedite agreements in principle on key terms and therefore serve as a basis for preparation of an actual definitive, binding Development Agreement. By definition, this document is not all-inclusive, but is intended to capture all of the major relationship points where agreement is necessary to proceed with an actual development agreement. All of the terms & conditions in this document are predicated on NM approval of strategic capital for the project. This document is void if the capital funding is not approved.

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Definition

1. **Overview of NM Town Center Projects**

a. NM intends to develop ~~some~~ those portions of Town Center, as shown in the Town Center plan dated 10/26/2018. ~~The portions NM intends to develop initially include~~ 13-Sep-2019 prepared by Gresham Smith (the Town Center Concept Plan), consisting of the Parking Garage across from the hospital (Phase 1A); ~~the~~ three buildings ~~between~~ in the block bounded by Winfield Road, Church Street, High Lake Road, and Jewell Road (Phase 1B); and ~~the~~ two buildings ~~south of~~ in the block bounded by Jewell Road, Church Street, the Metra ROW, and Winfield Road (Phase 1C).

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2. **Description of Phase 1A Project Details**

a. The Parking Garage in Phase 1A would include ~~approximately 800~~ 833 parking spaces and ~~approximately 25,000~~ (net 590 parking spaces after subtracting 243 existing surface parking spaces eliminated from the Parking Garage) plus 13 surface parking spaces immediately to the south, and approximately 23,800 sf of ground floor space (with approximately ~~20,000~~ 18,800 sf proposed to be ~~dedicated~~ ~~to~~ used for childcare and the approximately 5,000 sf remaining for retail/restaurant). Phase 1A would also include a pedestrian bridge across Winfield Road, landscape improvements to the space west of the new parking garage intended to function as a part of the proposed Riverwalk, and portions of the parking lot that serves Phase 1B. The standard streetscape details would be followed on this project site, and a promenade walk from the Riverwalk to Winfield Road would be constructed ~~on the south side of the property. All utilities will be buried underground.~~ Parking Garage. The Village would (i) rezone the Parking Garage site to B-2A (and would remain in the TIF district), (ii) grant NM the right to cross Winfield Road with the pedestrian bridge and (iii) relocate the sanitary sewer easement currently within the Parking Garage site, and NM would engineer and install (at its cost) new sanitary and storm sewer lines in the relocated easements.

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3. **Description of Phase 1B Project Details**

a. The Phase 1B buildings ~~in Phase 1B~~, streetscape, and public areas would generally conform to the Town Center Concept Plan, ~~which includes~~ (2) and would consist of two stand-

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alone retail/restaurant/commercial buildings and ~~one~~ 3-story mixed-use building with retail on the ground floor and medical/office space on the ~~upper~~remaining two floors. The stand-alone ~~retail~~ buildings ~~will~~would vary in height from 1.5-2 stories; the taller buildings ~~will~~would be focused on Jewell Road. ~~For further clarity, the parties agree that the intent of the NM proposes an additional half or full floor on the retail buildings is to achieve an aesthetic consistent with the Town Center Concept Plan and, absent a requirement from a prospective tenant for 2nd-floor space, the spaces above the ground floors will be faux facades. If a tenant wants 2nd-floor space in the future, accessibility requirements will have to be satisfied with stairwells and elevator shafts added to the exterior of the existing buildings. Final building design will be dependent on layout once a tenant is identified and is subject, but would conform to preliminary PD approval by the Village Board, which shall not be unreasonably withheld, conditioned or delayed. Parking for these buildings is served by a surface lot on the site and a surface lot east of the project site. If NM develops future phases of Town Center, the surface lot east of Phase 1B would be replaced with other parking solutions identified in the overall Town Center plans. The standard streetscape details would be followed on this project site, the public plazas shown on the plans in this phase would be constructed, and all utilities would be buried underground. Phase 1B would be rezoned as part of a Town Center PD that includes Phase 1C (see Section 9 below).~~

4. Phase 1C Project Details

a. ~~The Phase 1C buildings in Phase 1C, streetscape, and public areas would generally conform to the Town Center Concept Plan, which includes (2) and consist of two stand-alone retail/restaurant/commercial buildings and a public plaza. The Phase 1C Buildings will vary in height from 1.5-2 stories; the taller buildings will be focused on Jewell Road. For further clarity, the parties agree that the intent of the additional half or full floor on the retail buildings is would be developed similarly to achieve an aesthetic consistent with the Town Center Concept Plan and, absent a requirement from a prospective tenant for 2nd floor space, the spaces above the ground floors will be faux facades. If a tenant wants 2nd floor space in the future, accessibility requirements will have to be satisfied with stairwells and elevator shafts added to the exterior of the existing buildings. Final building design will be dependent on layout once a tenant is identified and is subject to approval by the Village Board, which shall not be unreasonably withheld, conditioned or delayed. Phase 1B. Parking for these buildings is would be served primarily by street parking. The standard streetscape details would be followed on this project site and all utilities would be buried underground. The public plazas shown on the plans in this phase would be constructed, owned, and maintained by the Village. Phase 1C would be rezoned as part of a Town Center PD that includes Phase 1B (see Section 9).~~

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5.2 Development Timing/Phasing

- a. NM will begin marketing Phase 1B to tenants once a development agreement has been executed. This will include visible marketing materials on the development site.
- b. Timing Phase 1A would be ready for the development is dependent on several factors, including NM internal approval of capital investment, NM permitting and the Village of Winfield successfully completing a development agreement, and the time of year at which these items occur.
- e.a. Phase 1A design is nearly complete; construction duration when that project site has been rezoned. Duration for Phase 1A ~~will~~would last approximately 18 months. This

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includes 2 months to construct the parking lot (binder course only) on the Phase 1B site and 16 months to build the Parking Deck. ~~This is subject to change due to unforeseen circumstances, weather conditions, delays in approvals, etc.~~ NM would begin marketing the first floor of Phase 1A retail space once the application to rezone the Project Site has been filed by the Village.

~~b. Phase 1B design will not~~ NM would begin until NM has approved marketing Phase 1B to tenants ~~once the project and a development agreement~~ Development Agreement has been ~~successfully reached with~~ executed and would include customary retail marketing materials. NM would engage experienced retail brokers to lead the Village effort.

~~c. Mixed-use building Phase 1B design would begin when the Town Center PD preliminary site plan approval has occurred and Phase 1B construction would begin approximately 6 months after the start of Winfield construction of Phase 1A and would last a total of 18 months. The construction duration for Phase 1B would begin approximately 6 months after the beginning of Phase 1A and will~~ would last a total of 18 months. ~~This is subject to change due to unforeseen circumstances, weather conditions, delays in approvals, etc.~~

~~e. For either phase, if construction does not begin by October, NM would initially occupy the start~~ second floor of that phase will be delayed until the following spring to avoid new mixed-use Phase 1B building in and would occupy the winter.

~~f. Attached to this document is a draft timeline to illustrate an example of how other floor once lease expirations align with the development may be phased if all approvals are obtained timely. This is not intended as an approved project schedule because of uncertainty over various development agreement issues, weather conditions, etc.; rather, it is intended to illustrate how these projects may be developed together under ideal circumstances.~~

~~d.~~

~~g. e. The construction of the stand-alone retail buildings in Phase 1B will~~ and 1C would be contingent on having tenant leases in place for at least 50% of the leasable space in any given building, as well as any logistical issues beyond NM's control (such as relocation of tenants currently on the development site and the Village developing/executing its plan to relocate Village Hall and selling that site to NM) having been addressed. Since the timing of the stand-alone buildings is market driven, the development timeline is undetermined ~~and could be before or after the Parking Deck/MOB.~~

~~f. The For any Phase, if construction of does not begin by October, the stand-alone retail buildings in start of that Phase 1C will~~ would be contingent on having tenant leases in place for at least 50% of ~~delayed until the leasable space in any given~~ following spring to avoid building in the winter.

~~g. Attached to this MOU is a draft timeline to illustrate an example of how the development may be phased if all approvals are obtained timely. This is not intended as well as any logistical an approved schedule because of uncertainty over various development agreement issues, rezoning, force majeure, etc.; rather, it is intended to illustrate how these projects may be developed together under ideal circumstances.~~

3. ~~beyond NM's control (such as the Village developing/executing their plan to relocate Village Hall Relocation Plan~~

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~~4. To accommodate Phase 1C, upon completion of Phase 1B: (i) the Village Hall having been addressed, would vacate the current Village Hall and sell and convey that site to NM (at fair market value); (ii) NM would sell the Snyder Building and all other improvements to the Village for \$3M and retain title to the underlying land; and (iii) the parties would enter into a ground lease described below ((i)-(iii) would occur in one transaction). The initial ground lease term would be 50 years, with two five year options to extend. Ground lease rent would be limited to reimbursing NM for current real property taxes (NM would seek exemption if directed by the Village). At the end of the ground lease term, title Snyder Building and improvements would revert to NM.~~

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6.4. Winfield Riverwalk Plan

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- a. The Village has been awarded an OSAD grant to fund a portion of ~~their~~ Riverwalk Plan. As part of Phase 1A, NM intends to build a significant portion of the Riverwalk Plan that is adjacent to the project the Village is executing.
- b. NM's scope of work ~~will~~ generally comprise the northern portion of the Riverwalk plan and the Village's scope of work ~~will~~ generally comprise the southern portion of the Riverwalk plan. Minor variations to project boundaries may be necessary based on construction logistics between NM's Parking Deck project and the Village's Riverwalk project.
- c. The scope of both of those projects ~~will~~ be clearly delineated on a plan. NM intends to build the native landscaping, walking paths, and other basic features in their portion of the scope of work (which ~~will~~ be clearly defined in the ~~formal~~ development agreement). This scope ~~will~~ be agreed upon by NM and the Village based on the overall plan for the Riverwalk Park and the cost projections provided by the Village's consultant, which show the estimated value to be approximately \$1 million. ~~(which includes the value of surveys, design, construction, asset write-downs part of the project, and other costs NM incurs for the Riverwalk project to be successfully executed).~~
- d. ~~NM is willing to~~ allow public use of the new Parking Garage in Phase 1A for patrons of the new Riverwalk Park during non-peak hours of hospital operations.
- e. In consideration of the significant contribution NM intends to make to the Riverwalk Plan, the Village ~~will~~ exempt NM Town Center projects from impact fees.
- f. ~~The Village would agree to adjust the existing Riverwalk easement to accommodate Phase 1A improvements and NM would extend the Riverwalk easements to parcels 0413102004 and 0412302013.~~

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7.5. Public Improvements

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- a. NM ~~will~~ bury underground ~~utilities on projects as they are developed~~ utility lines ~~serving each phase.~~
- b. ~~The Village will design/build the plaza and maintain ownership of the property the plaza resides on only. The Village may proceed with this work at their own schedule. NM will provide a grant to the Village to design and build the plaza based on a mutually agreed upon design/cost, which will be determined in the future and identified in the agreement. In the event that Village Hall relocates, the old structure will be promptly demolished by NM, assuming that the portion of the property that will be developed as retail has changed ownership to NM.~~
- b. ~~The public plaza design will~~ NM proposes to split the cost of construction of the public plaza in Phase 1C in conjunction with the construction of the adjacent stand-alone retail

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with affected property owners who wish to maintain their business in an NM-owned property.

~~b. NM will work in good faith with businesses who operate in locations that could impact potential development projects to the best of their ability. NM and the Village will actively work together to prevent delay to development progress.~~

~~e.b.~~ There are certain properties that the Village owns that NM ~~will/would~~ require for part of this redevelopment. There are also certain properties that NM owns that the Village requires for their future Village Hall site. These properties ~~will/would~~ transact at fair market value as determined by a 3rd-party appraiser that is agreed upon between the two parties. These transactions ~~will/would~~ be detailed in a purchase and sale agreement (PSA) to be executed at a later date. ~~The parcels included in that agreement include:~~

~~c. Parcels that would be sold by the Village to NM include:~~

- ~~i. PIN #0413107001 (Village Hall site)~~
- ~~ii. PIN #0413107005 (Village Hall site)~~
- ~~iii. PIN #0413107004 (Village Hall site)~~
- ~~iv. PIN #0413106007 (VOW Jewell/Church corner lot)~~
- ~~v. PIN #0413200003 (VOW Jewell/High Lake internal lot)~~

~~d. Parcels that would be sold by NM to the Village include:~~

- ~~vi. PIN #0413200012 (Wurtz lot)~~
- ~~d.i. As part 0413201058 (parcel west of the PSA, NM will grant the Village a Right of First Offer (ROFO) on PIN #0413106007 in the event it decides to sell that property Snyder on Jewell Road)~~

~~e. NM is conveying the Snyder Building to the Village per Section 3.~~

~~e.f.~~ During Phase 1A, NM ~~will/would~~ utilize the surface parking lot located in the Phase 1B area to temporarily offset the loss of parking spaces caused by construction activity on the Parking Garage.

~~f.g.~~ The development agreement ~~will/would~~ include a section that clearly states the process for approval of future projects within Town Center and on the CDH campus in the form of a Planned ~~Unit~~ Development (PUD/D).

10.8. Permitted & Prohibited Uses

a. All uses within ~~Town Center Phase 1B and 1C~~ shall conform to the requirements in the Planned ~~Unit~~ Development (PUD), including any restrictions on the overall percentage of service-related commercial (e.g. banks) allowed in Town Center. In the event Town Center or PUD/D zoning ~~or~~ limits on service-related retail ~~significantly~~ impede NM's efforts to lease space within Town Center, the Village agrees to work with NM in an effort to reduce those barriers.

b. Tenants selling any type of tobacco products, including e-cigarettes, ~~will or cannabis products, would~~ be prohibited from occupying retail space in ~~the parking garage or MOB. This will apply to any tenant engaged in the legal sale of cannabis products (if applicable) phase.~~

c. NM ~~will/would~~ not lease to tenants that are identified as Prohibited Tenants or who would damage the reputation or public image of NM.

d. ~~The Village of Winfield~~ guidelines state a project in Town Center cannot have more than 25% of ground floor uses be non-retail (i.e. service).

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~~i. The Parking Deck will be exempt from this requirement; if NM is unable to lease the 5,000 of ground floor space within 18 months after Phase 1A construction completion, the Village will review potential projects on a case-by-case basis and shall not unreasonably condition, withhold, or delay approval of prospective tenants due solely to their business classification.~~

~~ii. Phases 1B and 1C will~~ be reviewed in aggregate as a single project. As it relates to the Phase 1B MOB, the maximum amount of service use shall be 50%. If NM is unable to lease space for a period of greater than 18 months after Phase 1B construction completion due to this requirement, the Village ~~will~~ review potential projects on a case-by-case basis and shall not unreasonably condition, withhold, or delay approval of prospective tenants due solely to their business classification.

e. As a guiding principle, Jewell Road ~~will~~ be emphasized as the preferred location for retail tenants. However, the Village shall not unreasonably withhold approval of a project due solely to this requirement.

11.9. Town Center PUDPD/Zoning/Design Guidelines

~~a. All aspects~~ The Village ~~would~~: (i) apply for rezoning (map amendment) of Phase 1 (A, 1A to B, & C) shall 2A while the parties are completing the development agreement, the parties understanding that the rezoning would not be voted by the Village Board until the development agreement is fully signed and binding on the parties and (ii) provide NM with right of way crossing rights for the Phase 1A elevated pedestrian walkway over Winfield Road.

~~ii. b. Phase 1B and 1C would~~ be approved as a single Planned Unit Development (PUDPD). As phases are executed, they ~~will~~ be treated as an update to the PUDPD and shall not require the full public process for zoning approval.

~~b. c. The~~ In addition to the above, the Village ~~shall~~ grant zoning approval to all reasonable aspects other approvals related to the development of the NM projects within Phase 1 of Town Center Phases 1A, 1B, and 1C pursuant to the development agreement.

~~e. d. Town Center projects will~~ Phases 1B and 1C ~~would~~ generally conform to the Town Center architectural guidelines of the Village, which suggests varying design elements and approaches consistent with an overall craftsman/prairie architectural theme. The Village ~~will~~ work with NM and all prospective tenants to maintain the overall design theme while remaining flexible in the specific solutions applied to each building/tenant.

12.10. General Maintenance

a. NM ~~will~~ be responsible for the maintenance of the properties it develops in Town Center, including public improvements immediately adjacent to its buildings.

b. Issues pertaining to property lines, public ROWs ~~and any adjustments~~, and liability ~~still need to be determined and will~~ be addressed in the ~~full~~ development agreement by the respective attorneys.

c. The Village ~~will~~ be responsible for the maintenance of public utilities and other public areas (including roads, the Riverwalk, and the public plaza).

13.11. Responsibilities

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a. An advisory group ~~will~~would be formed to ~~work thru Town Center~~provide community input on development ~~and leasing~~ issues as they arise. The structure of this group ~~will~~would be determined ~~at a later date and set forth in the development agreement.~~

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b. NM ~~is~~would be responsible for developing the properties set forth in the development agreement and actively leasing available space to prospective ~~tenants. NM shall not unreasonably withhold leasing space to prospective~~qualifying tenants.

c. ~~The Village would be responsible for seeking zoning approval of the three Town Center phases and granting NM the rights to construct the pedestrian walkway as part of Phase 1A. The Village would also be responsible for permitting the Town Center projects, all as provided in the development agreement.~~

~~e.d.~~ NM plans to charge market-competitive rents to tenants in Town Center. ~~These market rents were shared with the Village of Winfield on 8/14/2018. Given that they are market rents, they are subject to change at any time. NM will~~NM would work with ~~their~~its retail leasing consultants to attract tenants within commercially reasonable business efforts ~~to the best of their ability.~~

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~~d.c.~~ NM ~~will~~would market the stand-alone buildings as capable of supporting a 2nd floor if a tenant desires. However, NM makes no commitments whatsoever on guaranteeing 2nd floor space in those buildings ~~at any time and the Village of Winfield shall not reject any projects solely on the basis of not having 2nd floor space.~~

f. NM ~~will~~would provide ~~monthly periodic, confidential~~ updates to the Village on leasing activity.

~~e.~~ The Village shall treat this information as confidential. NM will also provide the Village with the Marketing Plan for the development from the broker.

~~f.~~ The Village is responsible for approving and permitting the Town Center projects, which shall not be unreasonably withheld or delayed as long as there is no significant deviation from the Town Center plans dated 10/26/2018.

~~g.~~ The Village ~~is~~would be responsible for planning, developing, and executing the relocation of Village Hall ~~as provided above and further set forth in the development agreement.~~

~~g.h.~~ The provisions of Paragraph 7.0 of the Economic Development Grant prohibiting the Village from supporting any referendum or other action that would seek to impose new taxes, fees, or assessments on CDH would survive discontinuation of the current grant and continue for as long as the Parking Garage remains taxable. Should the Village violate these provisions, NM would have the option to remove the Parking Garage from the tax rolls and terminate the new grant.

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14.12. Financial

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a. NM ~~shall~~would be responsible for financing the development of Phases 1A, 1B, and 1C and ~~will pay all normal~~applicable permit, professional, inspection and connection fees ~~within reason associated with the project existing as of January 1, 2019 (collectively, Permit Fees). NM would not be subject to any new Permit Fees or any increases in Permit Fees for 20 years from the date of the development agreement.~~

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b. NM and its consultants ~~will~~would be responsible for leasing all of the retail space within Phases 1A, 1B, & 1C.

13. Cost for Services Agreement

- a. The Economic Development Grant would be extended (at its current terms) until NM has received its certificate of occupancy for the Phase 1B mixed-use building for the second floor that NM will initially occupy.
- b. Upon the discontinuation of the current Economic Development Grant, NM would reimburse the Village ~~hall~~ for services it consumes that the Village does not get reimbursed for, in addition to providing funds dedicated for economic development:
 - e-i. NM would reimburse the Village for its allocation of annual road costs using a previously discussed methodology that assigns a portion of the traffic in the Village to NM's operations on the CDH campus (this model is summarized in a spreadsheet that has been shared with the Village). This data would be obtained from traffic studies and IDOT. A traffic study would be completed after the Phase 1A Parking Deck and Phase 1B mixed-use building are complete. The traffic counts attributed to the CDH campus proper and the latest IDOT traffic volumes would be applied to the model to determine the annual road cost NM would pay to the Village. Traffic entering Phase 1A or 1B would not be counted as campus traffic because those properties would be paying property taxes. Costs would reflect actual costs from the previous year. Traffic volumes would be based on the traffic study and IDOT volumes completed after Phases 1A and 1B. Those traffic volumes would only change if another traffic study is commissioned in the future. The requesting party would be responsible for financing the relocation of Village Hall (both interim and permanent, if applicable)-the cost of ongoing traffic studies.
 - ii. NM would reimburse the Village for its allocation of annual police costs using a methodology described in a memo and subsequent correspondence between the Village and NM on 8-Nov-2019. This methodology identifies police call volume to attributable to CDH as a proportion of overall police call volume in the Village and assigns an appropriate cost allocation to that portion. NM and the Village would work together to obtain the data required to utilize this methodology, as it does not currently exist.
 - iii. NM would reimburse the Village for administrative costs equal to 10% of the total overall administrative budget.
 - iv. NM will provide an economic development grant in the amount of \$170,000/year.
- c. This section of the agreement would be coterminous with the section describing property taxes in regards to duration and termination options.

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