

UNOFFICIAL COPY

NOTICE OF APPROVAL

AN ORDINANCE MODIFYING THE PREVIOUSLY APPROVED SITE PLAN FOR THE OFFICE DEVELOPMENT AND MEDICAL FACILITY AT 9811-9977 WOODS DRIVE, FORMERLY KNOWN AS 5401 OLD ORCHARD ROAD, SKOKIE, ILLINOIS IN THE O-R OFFICE RESEARCH DISTRICT AND GRANTING RELIEF FROM SECTION 10.5.4 OF THE SKOKIE ZONING ORDINANCE PERTAINING TO SIDE YARD SETBACK REQUIREMENTS AND TO REPEAL VILLAGE ORDINANCE NUMBERS 97-10-Z-2733 AND 97-1-Z-2650 was approved by the Board of Trustees of the Village of Skokie on September 18, 2000. The approval granted is shown on the document attached hereto, marked Exhibit "1" and hereby made a part of this Notice of Approval.

00769252

4340/0049 87 006 Page 1 of 17

2000-10-02 16:05:50

Cook County Recorder 53.00



00769252

IMPORTANT: THE ABOVE PROVISION IS CONDITIONED UPON THE CERTIFICATION AND THE PAYMENT OF FEES AND EXPENSES IN CONNECTION WITH THE RECORDING OF THIS NOTICE. ALL DEPARTMENTS HAVE BEEN INSTRUCTED TO TAKE NO ACTION ON THE GRANT UNTIL THIS HAS BEEN SATISFIED.

OWNER'S CERTIFICATION

The undersigned, being the owner or duly authorized representative of the owner, of the real estate commonly known as 9811-9977 Woods Drive, Skokie, Illinois and legally described in Exhibit "1" attached hereto and hereby made a part of this Notice of Approval certifies that such Notice is true and correct and accepts and approves all of the provisions and conditions set forth in Exhibit "1", attached hereto.

Dated this 18, day of September, 2000.

COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
SKOKIE OFFICE

John P. Giannopoulos
Signature

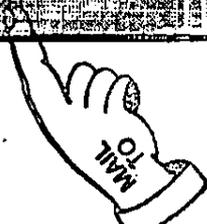
John P. Giannopoulos
Print name

439 N. Wells St.
Address

Chicago IL 60610
City, State Zip

312/368-0770
Phone Number

TO RECORDER OF DEEDS or REGISTRAR OF TITLES
PLEASE RETURN TO WILL CALL BOX 429



Plan Commission Case Number 98-18P
Special Use Permit Number 293.03
Village Ordinance Number 00-9-Z-293a

1 BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF THE SOUTHWEST
2 1/4 OF SAID FRACTIONAL SECTION 9, WITH THE EASTERLY LINE OF THE 100 FOOT
3 RIGHT-OF-WAY OF THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY AS
4 DESCRIBED IN PARCEL 5 OF WARRANTY DEED RECORDED SEPTEMBER 30, 1971 AS
5 DOCUMENT NO. 21648312; THENCE SOUTHEASTERLY ALONG SAID EASTERLY RIGHT-
6 OF-WAY LINE TO A POINT THAT IS 61.5 FEET SOUTH OF SAID NORTH LINE (AS
7 MEASURED ON A LINE DRAWN RIGHT ANGLES TO SAID NORTH LINE); THENCE
8 NORTHWESTERLY TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE
9 SOUTHWEST FRACTIONAL 1/4 OF SECTION 9 AFORESAID, SAID POINT BEING 39.7463
10 FEET SOUTH OF THE NORTH LINE OF SAID EAST HALF (AS MEASURED ALONG SAID
11 WEST LINE); THENCE NORTH ALONG SAID WEST LINE TO THE NORTH LINE OF SAID
12 EAST 1/2; THENCE EAST ALONG SAID NORTH LINE TO THE PLACE OF BEGINNING,
13 (EXCEPTING THEREFROM THAT PART FALLING IN OLD ORCHARD ROAD ALSO KNOWN
14 AS HARRISON STREET).

15 PARCEL 3:

16 THE WEST 1 ROD OF THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF
17 SECTION 9, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN,
18 IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN
19 THE EAST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 927.30 FEET NORTH OF THE
20 SOUTHEAST CORNER THEREOF; THENCE WEST 1320.66 FEET MORE OR LESS TO THE
21 WEST LINE OF SAID SOUTHEAST 1/4; THENCE NORTH ALONG THE WEST LINE OF SAID
22 SOUTHEAST 1/4, A DISTANCE OF 391.38 FEET, MORE OR LESS, TO THE NORTH LINE OF
23 SAID SOUTHEAST 1/4; THENCE EAST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4,
24 A DISTANCE OF 1320.00 FEET, MORE OR LESS, TO THE EAST LINE OF SAID SOUTHEAST
25 1/4; THENCE SOUTH ALONG THE EAST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF
26 392.72 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, IN COOK COUNTY,
27 ILLINOIS.

28 PARCEL 4:

29 NON-EXCLUSIVE, PERPETUAL EASEMENT FOR THE BENEFIT OF PARCELS 1, 2, 3 AND 10
30 AS CREATED BY THE DECLARATION OF COVENANTS AND EASEMENTS MADE BY OLD
31 ORCHARD PLAZA LIMITED PARTNERSHIP RECORDED SEPTEMBER 15, 1994 AS
32 DOCUMENT NO. 94807009, FOR ACCESS, INGRESS AND EGRESS AND UTILITIES OVER
33 THAT PART OF THE FOLLOWING DESCRIBED TRACT WHICH LIES SOUTH OF PARCEL 1:
34 THE WEST 25.00 FEET OF THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF
35 SECTION 9, AFORESAID, LYING NORTH OF THE WESTERLY EXTENSION OF THE NORTH
36 LINE OF BLOCK 3 IN WITTBOLD'S RAPID TRANSIT TERRACE NO. 3, AFORESAID,
37 EXCEPTING FROM SAID WEST 25.00 FEET ANY PART THEREOF FALLING WEST OF THE
38 WEST LINE OF THE WEST 2 ACRES OF THAT PART OF THE SOUTHWEST 1/4 OF SECTION
39 9, AFORESAID, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EAST LINE
40 OF SAID QUARTER SECTION, 8.10 CHAINS NORTH OF THE SOUTHEAST CORNER
41 THEREOF AND RUNNING THENCE WEST PARALLEL TO THE SOUTH LINE OF SAID
42 QUARTER SECTION 20.02 CHAINS; THENCE NORTH 5.93 CHAINS; THENCE EAST 20.01
43 CHAINS; THENCE SOUTH 5.93 CHAINS TO THE POINT OF BEGINNING, ALL IN COOK
44 COUNTY, ILLINOIS.

45 PARCEL 10:

46 ALL THAT PART OF THE 100 FOOT RIGHT-OF-WAY OF THE CHICAGO AND
47 NORTHWESTERN RAILWAY COMPANY IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF
48 SECTION 9, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN,
49 THAT LIES NORTHWESTERLY OF THE NORTH LINE OF SIMPSON STREET (NOW KNOWN
50 AS GOLF ROAD) AND SOUTHEASTERLY OF THE SOUTH LINE OF HARRISON STREET
51 (NOW KNOWN AS OLD ORCHARD ROAD) AS SAID STREETS ARE PLATTED, LOCATED

1 AND ESTABLISHED, SAID RIGHT-OF-WAY BEING A NORTHWESTERLY AND
2 SOUTHEASTERLY STRIP OF LAND 100 FEET IN WIDTH THAT LIES 50 FEET IN WIDTH ON
3 EACH SIDE OF THE CENTER LINE BETWEEN THE TWO MAIN TRACKS OF THE CHICAGO
4 AND NORTHWESTERN RAILWAY COMPANY AS ORIGINALLY LOCATED AND
5 ESTABLISHED, EXCEPT ALL THAT PART OF THE WEST 80 FEET OF THE 100 FOOT
6 RIGHT-OF-WAY CONVEYED BY THE CHICAGO AND NORTHWESTERN RAILWAY
7 COMPANY TO INTERNATIONAL MINERALS AND CHEMICAL CORPORATION BY DEED
8 DATED JUNE 30, 1966 AND RECORDED JULY 1, 1966 AS DOCUMENT NO. 19874346 IN THE
9 EAST $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 9, AFORESAID, THAT LIES
10 NORTHWESTERLY OF THE NORTH LINE OF SIMPSON STREET (NOW KNOWN AS GOLF
11 ROAD) AND SOUTHEASTERLY OF A LINE DRAWN PERPENDICULAR TO SUCH RIGHT-OF-
12 WAY AT A POINT IN THE CENTER LINE THEREOF, 835 FEET DISTANT AND
13 NORTHWESTERLY FROM THE POINT WHERE SUCH CENTER LINE MEETS SAID NORTH
14 LINE OF SIMPSON STREET (NOW KNOWN AS GOLF ROAD), SAID RIGHT-OF-WAY BEING
15 DESCRIBED IN SAID DEED AS A NORTHWESTERLY AND SOUTHEASTERLY STRIP OF
16 LAND 100 FEET IN WIDTH THAT LIES 50 FEET IN WIDTH ON EACH SIDE OF THE CENTER
17 LINE BETWEEN THE TWO MAIN TRACKS OF THE CHICAGO AND NORTHWESTERN
18 RAILWAY COMPANY AS ORIGINALLY LOCATED AND ESTABLISHED, IN COOK COUNTY,
19 ILLINOIS.

20 PARCEL 5:

21 LOTS 11 THROUGH 24, BOTH INCLUSIVE, AND ALSO THAT PART OF LOTS 25 THROUGH
22 28, BOTH INCLUSIVE, LYING NORTHWESTERLY OF A LINE DRAWN FROM THE
23 NORTHEAST CORNER OF SAID LOT 25 TO THE SOUTHWEST CORNER OF SAID LOT 28 IN
24 BLOCK 3 IN WITTBOLD'S RAPID TRANSIT TERRACE NO. 3, A SUBDIVISION IN THE
25 SOUTHWEST $\frac{1}{4}$ OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD
26 PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

27 PARCEL 6:

28 THE WEST 2 ACRES OF THAT PART OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 9, TOWNSHIP
29 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS
30 FOLLOWS:

31 COMMENCING AT A POINT ON THE EAST LINE OF SAID QUARTER SECTION, 8.10 CHAINS
32 NORTH OF THE SOUTHEAST CORNER THEREOF AND RUNNING THENCE WEST
33 PARALLEL TO THE SOUTH LINE OF SAID QUARTER SECTION, 20.02 CHAINS; THENCE
34 NORTH 5.93 CHAINS; THENCE EAST 20.01 CHAINS; THENCE SOUTH 5.95 CHAINS TO THE
35 POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

36 PARCEL 7:

37 THAT PART LYING EAST OF THE WEST 2 ACRES AND WESTERLY OF THE WESTERLY
38 LINE OF THE PREMISES CONDEMNED FOR HIGHWAY PURPOSES BY PROCEEDINGS
39 HAD IN CASE NO. 48C13630, CIRCUIT COURT OF COOK COUNTY, ILLINOIS, OF THE
40 FOLLOWING DESCRIBED TRACT OF LAND:

41 THAT PART OF THE EAST $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 9, TOWNSHIP 41
42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS
43 FOLLOWS:

44 COMMENCING AT A POINT ON THE EAST LINE OF SAID QUARTER SECTION, 8.10 CHAINS
45 NORTH OF THE SOUTHEAST CORNER THEREOF AND RUNNING THENCE WEST
46 PARALLEL TO THE SOUTH LINE OF SAID QUARTER SECTION, 20.02 CHAINS; THENCE
47 NORTH 5.93 CHAINS; THENCE EAST 20.01 CHAINS; THENCE SOUTH 5.95 CHAINS TO THE
48 POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

49 PARCEL 8:

50 THAT PART OF THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 9, TOWNSHIP
51 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WESTERLY OF

1 THE WESTERLY LINE OF THE PREMISES CONDEMNED FOR HIGHWAY PURPOSES BY
2 PROCEEDINGS HAD IN CASE NO. 48C13630, CIRCUIT COURT OF COOK COUNTY,
3 ILLINOIS; SOUTH OF A LINE DRAWN FROM A POINT IN THE EAST LINE OF SAID
4 SOUTHEAST ¼ OF THE SOUTHWEST ¼, 927.30 FEET NORTH OF THE SOUTHEAST
5 CORNER THEREOF TO A POINT IN THE WEST LINE OF SAID SOUTHEAST ¼ OF THE
6 SOUTHWEST ¼, 391.38 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; NORTH
7 OF THE EASTERLY AND WESTERLY EXTENSION OF THE NORTH LINE OF THE WEST 2
8 ACRES OF THE FOLLOWING DESCRIBED TRACT OF LAND, TO WIT:

9 THAT PART OF THE EAST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 9, DESCRIBED AS
10 FOLLOWS:

11 COMMENCING AT A POINT IN THE EAST LINE OF SAID QUARTER SECTION, 8.10 CHAINS
12 NORTH OF THE SOUTHEAST CORNER THEREOF; THENCE WEST PARALLEL WITH THE
13 SOUTH LINE OF SAID QUARTER SECTION, 20.02 CHAINS; THENCE NORTH 5.93 CHAINS;
14 THENCE EAST 20.01 CHAINS; THENCE SOUTH 5.95 CHAINS TO THE POINT OF
15 BEGINNING; AND EAST OF THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID 2
16 ACRE TRACT ABOVE DESCRIBED, ALL IN COOK COUNTY, ILLINOIS.

17 PARCEL 9:

18 THAT PART OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 9, TOWNSHIP
19 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF A
20 LINE DRAWN FROM A POINT IN THE EAST LINE OF SAID SOUTHEAST ¼ OF THE
21 SOUTHWEST ¼, 927.30 FEET NORTH OF THE SOUTHEAST CORNER THEREOF TO A
22 POINT IN THE WEST LINE OF SAID SOUTHEAST ¼ OF THE SOUTHWEST ¼, 391.38 FEET
23 SOUTH OF THE NORTHWEST CORNER THEREOF; NORTH OF THE NORTH LINE OF THE
24 WEST 2 ACRES OF THE FOLLOWING DESCRIBED TRACT OF LAND, TO WIT:

25 THAT PART OF THE EAST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 9, DESCRIBED AS
26 FOLLOWS:

27 COMMENCING AT A POINT ON THE EAST LINE OF SAID QUARTER SECTION, 8.10 CHAINS
28 NORTH OF THE SOUTHEAST CORNER THEREOF; THENCE WEST PARALLEL WITH THE
29 SOUTH LINE OF SAID QUARTER SECTION, 20.02 CHAINS; THENCE NORTH 5.93 CHAINS;
30 THENCE EAST 20.01 CHAINS; THENCE SOUTH 5.95 CHAINS TO THE POINT OF
31 BEGINNING; EAST OF THE NORTHERLY EXTENSION OF THE WEST LINE OF SAID 2 ACRE
32 TRACT AND WEST OF THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID 2 ACRE
33 TRACT ABOVE DESCRIBED, ALL IN COOK COUNTY, ILLINOIS.

34 PARCEL 11:

35 NON-EXCLUSIVE EASEMENT IN FAVOR OF PARCELS 5 THROUGH 9 FOR ACCESS,
36 INGRESS AND EGRESS AS CREATED, DEFINED AND LIMITED IN INSTRUMENT
37 RECORDED SEPTEMBER 15, 1994 AS DOCUMENT NUMBER 94-807009 OVER AND
38 ACROSS LAND AS THEREIN DESCRIBED AT EXHIBIT C THERETO.

39 PINS: 10-09-301-001-0000; 10-09-304-020-0000; 10-09-312-009-0000; 10-09-312-010-0000;
40 10-09-312-014-0000 and 10-09-304-024

41 commonly known as 9811-9977 Woods Drive, and formerly known as 5401 Old Orchard
42 Road, Skokie, Illinois; and

43 **WHEREAS**, the owner of the property legally described above requested that they be
44 permitted to modify the previously approved Site Plan to allow modifications and expand the
45 off-street parking facilities at the existing office development and medical facility; and

46 **WHEREAS**, the petitioner further requested relief from section 10.5.4 of the Skokie
47 Zoning Ordinance pertaining to the 50 foot side yard setback requirement and to allow a
48 temporary off-street parking deficit; and

1 **WHEREAS**, the Plan Commission, after public hearing duly held, made appropriate
2 findings of fact as required under Section 13.4.5.5 of the Skokie Zoning Ordinance and
3 recommended to the Mayor and Board of Trustees that the requested Site Plan Approval
4 and relief be granted subject to various conditions; and

5 **WHEREAS**, it was further recommended to the Mayor and Board of Trustees that
6 the aforesaid Village Ordinances 97-1-Z-2650 and 97-10-Z-2733 be repealed and that all
7 applicable conditions be incorporated in a new ordinance; and

8 **WHEREAS**, the Mayor and Board of Trustees, at a public meeting duly held,
9 concurred in the aforesaid recommendations and findings of fact of the Plan Commission

10 **NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Board of Trustees of the
11 Village of Skokie, Cook County, Illinois:

12 **Section 1:** That the Site Plan approval requested by the petitioner to modify the
13 previously approved and amended Site Plan to expand the off-street parking facilities at the
14 existing office development and medical facility at the property legally described above and
15 commonly known as 9811 to 9977 Woods Drive, Skokie, Illinois in the O-R Office Research
16 District is hereby granted and approved subject to each of the conditions set forth below:

- 17 1. The improvements shall be constructed in substantial compliance with the revised
18 Site Plan dated August 15, 2000, Landscape Plan dated August 14, 2000, and Floor
19 Plans for Building "A" dated August 27, 1996 as the same may have been revised.
- 20 2. The net floor area of 243,600 shall not be exceeded for the subject development
21 without a modification to the Site Plan Approval Ordinance.
- 22 3. Until Woods Drive is dedicated to the Village of Skokie, surface maintenance and
23 appropriate trimming of branches such that a safe travelway for the public is
24 provided shall be provided by the property owners, subject to the approval of the
25 Municipal and Traffic Engineering Divisions. The property owners, who have
26 easement rights to Woods Drive, shall contact the adjacent property owners before
27 maintenance to Woods Drive shall occur.
- 28 4. The property owners shall pay an appropriate portion of the cost of planned future
29 improvements to adjacent roadways and intersections in lieu of performing work that
30 is not feasible at the time of site development. A future traffic signal with associated
31 intersection improvements will be warranted at the intersection of Woods Drive/Golf
32 Road and Woods Drive/Old Orchard Road; this site will contribute vehicles toward
33 meeting of these traffic signal warrants. These improvements shall occur with the
34 final development phase of the southern portion of the site and/or as adjacent
35 development occurs, but no later than 5 years from the passage of this Site Plan
36 Approval Ordinance. As a result, the Petitioners shall agree to a monetary
37 contribution for these improvements, determined by the percentage of the amount of
38 traffic generated by the development at each intersection compared to the total
39 traffic for the traffic signal analysis period and warrant factor, multiplied by the cost of
40 the improvements.
- 41 5. As Woods Drive is eventually to be a public collector street between Golf Road and
42 Old Orchard Road, a public access easement shall be identified on the site plan
43 approved by this Ordinance and recorded on a Plat of Survey at the Petitioner's
44 expense. A copy of which is attached hereto, marked Exhibit "B" and hereby made a

1 part of this Ordinance. When final development of the site and/or adjacent
2 development occurs, but no later than 5 years from the passage of this Site Plan
3 Approval Ordinance, the dedication and final determination of placement shall be
4 made and construction may follow. The developer shall pay an appropriate portion
5 of the cost of this future street in lieu of performing the work that is not feasible at
6 this time. The developer shall agree now to the future contribution of funds for the
7 construction of the roadway based on the percentage amount of traffic generated on
8 the street by the development as compared to the total traffic on the street or
9 average for a collector street, which ever is applicable, multiplied by the cost of the
10 roadway.

- 11 6. The ground sign and directional signage for the site, and all signage for the
12 Evanston Northwestern Health Care Clinic, shall comply with the sign package
13 endorsed by the Appearance Commission.
- 14 7. All trash storage for the medical center shall be located inside the building as no
15 exterior trash collection area is indicated on the site plan.
- 16 8. All fire lanes shall be able to accommodate movement of a fire apparatus of 560
17 inches in length, 138 inches in height, and wheelbase of 138 inches. The width of
18 any fire lane must be at least 20 feet wide with a turning radius of 48 feet. All fire
19 lanes shall be maintained around buildings. Any change in the fire lanes or building
20 exiting patterns shall be subject to approval by the Fire Department.
- 21 9. The Petitioners shall agree to provide an easement for a public north-south bicycle
22 lane along the eastern property line between Golf Road and Old Orchard Road.
- 23 10. Stormwater in all altered parking lots shall be controlled in accordance with the
24 guidelines in the Amended Zoning Ordinance.
- 25 11. At least 850 parking spaces must be provided for the office campus at any given
26 time, restricted from use by users of the Cook County Courthouse facility, for up to
27 three years from the adoption of this ordinance. After such time, at least 1138
28 parking spaces must be provided for users of the office campus.
- 29 12. Any lease agreement signed between the Petitioners and Cook County for the use of
30 parking spaces shall not extend beyond three years from the passage of the
31 ordinance. Any extension of that agreement would require an amendment to this
32 ordinance. The terms of this condition shall be required in any lease agreement for
33 parking spaces on the site.
- 34 13. No parking shall be permitted on the site for any off-site use unless an agreement to
35 grant an easement allowing the modification of Woods Drive near Golf Road,
36 mutually agreed upon by the Village of Skokie and the Cook County Forest
37 Preserve, has been reached.
- 38 14. Parking lot and exterior lighting shall be full cut-off design, directed away from
39 adjacent properties, match the parking lot lighting that currently exists on the site,
40 and be subject to the approval of the Village Traffic Engineer.
- 41 15. The north parking shall be restriped in accordance with the approved Site Plan
42 referenced above.
- 43 16. When Woods Drive is developed as a collector street, the parking spaces presently
44 off of the existing Woods Drive must be removed and relocated on site. This will
45 require an amendment to the Site Plan Approval Ordinance.
- 46 17. All fencing, walls, sidewalks, driveways, curbs, wheel stops, parking areas, signage,
47 landscaping, structures, and any other facilities or infrastructure on the site shall be
48 maintained in a good state of repair, and when needed, be repaired or replaced in a
49 timely manner.

- 1 18. All off-street parking spaces shall be legibly striped and maintained.
- 2 19. All modifications to building elevations, signage, and landscaping shall be subject to
- 3 the review and approval of the Skokie Appearance Commission.
- 4 20. All signage shall conform to the Skokie Sign Ordinance in Chapter 31 of the Skokie
- 5 Village Code, as may be amended from time to time. Any sign on the site that is in
- 6 violation of applicable Village Codes or Ordinances shall be removed or modified to
- 7 conform therewith prior to the issuance of an occupancy permit.
- 8 21. All existing damaged sidewalks shall be replaced.
- 9 22. Handicapped ramps are to be provided as necessary and meet State of Illinois
- 10 Accessibility requirements.
- 11 23. The handicapped parking spaces shall be installed and maintained in compliance with
- 12 State of Illinois Accessibility Standards and Article 11 of the Skokie Amended Zoning
- 13 Ordinance. All handicapped parking spaces shall be included in the Village
- 14 Handicapped Parking Space Maintenance Program.
- 15 24. Vehicles shall not be allowed to be parked in or otherwise block driveways,
- 16 sidewalks, aisles, or other points of access at any time, shall always be parked in
- 17 designated parking spaces, and shall not overlap the striped lines of designated
- 18 parking spaces. All employees shall park on the subject site.
- 19 25. No refuse, debris, garbage, weeds, or abandoned items, including abandoned
- 20 vehicles, shall be allowed to remain on the site at any time outside of designated,
- 21 screened refuse or storage areas.
- 22 26. All sidewalks shall be maintained free of snow, ice, sleet, or other objects that may
- 23 impede travel.
- 24 27. All overhead utilities serving the site shall be placed or relocated underground.
- 25 28. The Petitioner shall bear the full cost of any utility relocation and/or conflicts.
- 26 29. All landscaping shall be maintained to a maximum height of 30 inches for a distance
- 27 of 15 feet from any vehicular access point into or out of the establishment in order to
- 28 maintain adequate sight distance.
- 29 30. Landscaping shall be adequately maintained including trimming and watering
- 30 thereof. All dead landscaping shall be replaced in a timely manner.
- 31 31. The Petitioner shall sign an "Agreement for Installation and Maintenance of
- 32 Landscaping" to assure that the site and parkway landscaping is completed and
- 33 maintained in accordance with the final approved Landscape Plan. A copy of Said
- 34 Agreement is attached hereto, marked Exhibit "A" and hereby made part of this
- 35 Ordinance. This "Agreement for Installation and Maintenance of Landscaping" shall
- 36 be recorded at the Petitioner's expense.
- 37 32. All buildings shall meet current BOCA and NFPA Life Safety Codes.
- 38 33. The Petitioner shall submit to the Planning Division electronic files of the Plat of
- 39 Survey, Plat of Subdivision, Site Plan, and Landscape Plan in their approved and
- 40 finalized form. The files shall be scaled CADD 2D drawing files on non-compressed,
- 41 IBM formatted, 3.5-inch diskette(s), in .DWG AutoCad format (version 2000
- 42 preferred).
- 43 34. Prior to the issuance of Building Permits, the Petitioner shall submit to the Planning
- 44 Division of the Community Development Department the name, address, and
- 45 telephone number of the company and contact person responsible for site
- 46 maintenance compliance with the Special Use Permit.
- 47 35. If work is to be performed on public property or if public property is utilized or
- 48 impacted during construction and or development, the developer and/or contractor
- 49 shall provide the Village of Skokie with a certificate of insurance naming the Village

of Skokie as additionally insured for any and all claims related to any and all work. The developer and/or contractor shall hold the Village of Skokie harmless and indemnify the Village for any and all claims for property damage or personal injury related to work on or use of public property.

36. The Petitioner shall comply with all Federal, State, and Village Codes, Ordinances, Statutes, and Rules and Regulations.

37. Failure to abide by any and all terms of this Ordinance shall be cause for the Village to initiate hearings to determine whether the subject Ordinance, as well as any applicable business licenses, should be revised or revoked.

38. The Petitioner shall pay all costs related to any hearings conducted as a result of non-compliance with any of the provisions of the enabling ordinance. The costs shall include but not be limited to court reporter fees, attorney fees, and staff time required researching and conducting said hearing.

Section 2: That the petitioner is hereby granted relief from Section 10.5.4 of the Skokie Zoning Ordinance to allow a side yard setback of 35 feet along the east property line of the property legally described above, rather than the required 50 feet

Section 3: That Village Ordinance Numbers 97-1-Z-2650 and 97-10-Z-2733 be and the same are hereby repealed.

Section 4: That a notice of the enactment of this Ordinance incorporating the conditions contained herein be approved by the owner of the property in writing and duly recorded in the office of the Recorder of Deeds for Cook County at the owner's expense.

Section 5: That this Ordinance shall be in full force and effect from and after its passage, approval, and recordation as provided by law.

ADOPTED this 18th day of September, 2000.

Ayes: 5 (Piper, Gelder, Fritzshall, Croft, Perille)
Nays: 0
Absent: 2 (McCabe, Van Dusen)

Marlene Williams
Village Clerk

Approved by me this 18th day of September, 2000.

Donald P. Perille
Mayor Pro Tem, Village of Skokie

Attested and filed in my office this 19th day of September, 2000.

Marlene Williams
Village Clerk

UNOFFICIAL COPY

**LANDSCAPING
INSTALLATION
AND MAINTENANCE
AGREEMENT**

00769252 Page 10 of 17

Plan Commission Case
96-18P

This Agreement is entered into this 18th day of September, 2000 by and between Long Drive Investors I, L.L.C. and Long Drive Investors I South, L.L.C., hereinafter referred to as "**PROPERTY OWNER**", and the **VILLAGE OF SKOKIE**, an Illinois municipal corporation hereinafter referred to as "**VILLAGE**". The parties to this Agreement hereby agree as follows:

1. **PROPERTY OWNER** is the owner of real property located in the Village of Skokie, described as follows:

PARCEL 1:

THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE EAST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 927.30 FEET NORTH OF THE SOUTHEAST CORNER THEREOF; THENCE WEST 1304.16 FEET MORE OR LESS TO A POINT 16.5 FEET EAST OF THE WEST LINE OF SAID SOUTHEAST 1/4; THENCE NORTH PARALLEL TO AND ALONG A LINE 16.5 FEET EAST OF THE WEST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 391.38 FEET MORE OR LESS TO THE NORTH LINE OF SAID SOUTHEAST 1/4; THENCE EAST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 A DISTANCE OF 1304 FEET MORE OR LESS TO THE EAST LINE OF SAID SOUTHEAST 1/4; THENCE SOUTH ALONG THE EAST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 392.72 FEET MORE OR LESS TO THE POINT OF BEGINNING (EXCEPTING THEREFROM A STRIP OF LAND 100 FEET WIDE CONVEYED BY SAMUEL MEYER AND WIFE TO THE CHICAGO NORTHERN RAILWAY COMPANY BY WARRANTY DEED RECORDED JANUARY 9, 1903 AS DOCUMENT NO. 3340531 A MAP WHICH WAS RECORDED JANUARY 23, 1904 AS DOCUMENT NO. 3492598; ALSO EXCEPTING THEREFROM A STRIP OF LAND 135 FEET WIDE LYING EASTERLY OF AND ADJOINING THE EASTERLY RIGHT-OF-WAY LINE OF THE 100 FOOT STRIP OF LAND ABOVE DESCRIBED; ALSO EXCEPTING THEREFROM THAT PART OF SAID PREMISES TAKEN FOR EDENS HIGHWAY; ALSO EXCEPTING THAT PART OF THE FOREGOING TRACT LYING EASTERLY OF EDENS HIGHWAY AFORESAID)

PARCEL 2:

THAT PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 (EXCEPT THE NORTH 30 FEET THEREOF WHICH LIES WITHIN HARRISON STREET) OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING WEST OF THE WESTERLY LINE OF THE 100 FOOT RIGHT-OF-WAY OF CHICAGO AND NORTH WESTERN RAILWAY, IN COOK COUNTY, ILLINOIS; EXCLUDING: THAT PART OF THE EAST 1/2 HALF OF THE SOUTHWEST 1/4 OF FRACTIONAL SECTION 9, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID FRACTIONAL SECTION 9, WITH THE EASTERLY LINE OF THE 100 FOOT

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RIGHT-OF-WAY OF THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY AS DESCRIBED IN PARCEL 5 OF WARRANTY DEED RECORDED SEPTEMBER 30, 1971 AS DOCUMENT NO. 21648312; THENCE SOUTHEASTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE TO A POINT THAT IS 61.5 FEET SOUTH OF SAID NORTH LINE (AS MEASURED ON A LINE DRAWN RIGHT ANGLES TO SAID NORTH LINE); THENCE NORTHWESTERLY TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 9 AFORESAID, SAID POINT BEING 39.7463 FEET SOUTH OF THE NORTH LINE OF SAID EAST HALF (AS MEASURED ALONG SAID WEST LINE); THENCE NORTH ALONG SAID WEST LINE TO THE NORTH LINE OF SAID EAST 1/2; THENCE EAST ALONG SAID NORTH LINE TO THE PLACE OF BEGINNING, (EXCEPTING THEREFROM THAT PART FALLING IN OLD ORCHARD ROAD ALSO KNOWN AS HARRISON STREET).

PARCEL 3:

THE WEST 1 ROD OF THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE EAST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 927.30 FEET NORTH OF THE SOUTHEAST CORNER THEREOF; THENCE WEST 1320.66 FEET MORE OR LESS TO THE WEST LINE OF SAID SOUTHEAST 1/4; THENCE NORTH ALONG THE WEST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 391.38 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID SOUTHEAST 1/4; THENCE EAST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 1320.00 FEET, MORE OR LESS, TO THE EAST LINE OF SAID SOUTHEAST 1/4; THENCE SOUTH ALONG THE EAST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 392.72 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

NON-EXCLUSIVE, PERPETUAL EASEMENT FOR THE BENEFIT OF PARCELS 1, 2, 3 AND 10 AS CREATED BY THE DECLARATION OF COVENANTS AND EASEMENTS MADE BY OLD ORCHARD PLAZA LIMITED PARTNERSHIP RECORDED SEPTEMBER 15, 1994 AS DOCUMENT NO. 94807009, FOR ACCESS, INGRESS AND EGRESS AND UTILITIES OVER THAT PART OF THE FOLLOWING DESCRIBED TRACT WHICH LIES SOUTH OF PARCEL 1: THE WEST 25.00 FEET OF THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9, AFORESAID, LYING NORTH OF THE WESTERLY EXTENSION OF THE NORTH LINE OF BLOCK 3 IN WITTBOLD'S RAPID TRANSIT TERRACE NO. 3, AFORESAID, EXCEPTING FROM SAID WEST 25.00 FEET ANY PART THEREOF FALLING WEST OF THE WEST LINE OF THE WEST 2 ACRES OF THAT PART OF THE SOUTHWEST 1/4 OF SECTION 9, AFORESAID, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EAST LINE OF SAID QUARTER SECTION, 8.10 CHAINS NORTH OF THE SOUTHEAST CORNER THEREOF AND RUNNING THENCE WEST PARALLEL TO THE SOUTH LINE OF SAID QUARTER SECTION 20.02 CHAINS; THENCE NORTH 5.93 CHAINS; THENCE EAST 20.01 CHAINS; THENCE SOUTH 5.93 CHAINS TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 10:

ALL THAT PART OF THE 100 FOOT RIGHT-OF-WAY OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, THAT LIES NORTHWESTERLY OF THE NORTH LINE OF SIMPSON STREET (NOW KNOWN AS GOLF ROAD) AND SOUTHEASTERLY OF THE SOUTH LINE OF HARRISON STREET (NOW KNOWN AS OLD ORCHARD ROAD) AS SAID STREETS ARE PLATTED, LOCATED AND ESTABLISHED, SAID RIGHT-OF-WAY BEING A NORTHWESTERLY AND SOUTHEASTERLY STRIP OF LAND 100 FEET IN WIDTH THAT LIES 50 FEET IN WIDTH ON

EACH SIDE OF THE CENTER LINE BETWEEN THE TWO MAIN TRACKS OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY AS ORIGINALLY LOCATED AND ESTABLISHED, EXCEPT ALL THAT PART OF THE WEST 80 FEET OF THE 100 FOOT RIGHT-OF-WAY CONVEYED BY THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY TO INTERNATIONAL MINERALS AND CHEMICAL CORPORATION BY DEED DATED JUNE 30, 1966 AND RECORDED JULY 1, 1966 AS DOCUMENT NO. 19874346 IN THE EAST $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 9, AFORESAID, THAT LIES NORTHWESTERLY OF THE NORTH LINE OF SIMPSON STREET (NOW KNOWN AS GOLF ROAD) AND SOUTHEASTERLY OF A LINE DRAWN PERPENDICULAR TO SUCH RIGHT-OF-WAY AT A POINT IN THE CENTER LINE THEREOF, 835 FEET DISTANT AND NORTHWESTERLY FROM THE POINT WHERE SUCH CENTER LINE MEETS SAID NORTH LINE OF SIMPSON STREET (NOW KNOWN AS GOLF ROAD), SAID RIGHT-OF-WAY BEING DESCRIBED IN SAID DEED AS A NORTHWESTERLY AND SOUTHEASTERLY STRIP OF LAND 100 FEET IN WIDTH THAT LIES 50 FEET IN WIDTH ON EACH SIDE OF THE CENTER LINE BETWEEN THE TWO MAIN TRACKS OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY AS ORIGINALLY LOCATED AND ESTABLISHED, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

LOTS 11 THROUGH 24, BOTH INCLUSIVE, AND ALSO THAT PART OF LOTS 25 THROUGH 28, BOTH INCLUSIVE, LYING NORTHWESTERLY OF A LINE DRAWN FROM THE NORTHEAST CORNER OF SAID LOT 25 TO THE SOUTHWEST CORNER OF SAID LOT 28 IN BLOCK 3 IN WITTBOLD'S RAPID TRANSIT TERRACE NO. 3, A SUBDIVISION IN THE SOUTHWEST $\frac{1}{4}$ OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

THE WEST 2 ACRES OF THAT PART OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF SAID QUARTER SECTION, 8.10 CHAINS NORTH OF THE SOUTHEAST CORNER THEREOF AND RUNNING THENCE WEST PARALLEL TO THE SOUTH LINE OF SAID QUARTER SECTION 20.02 CHAINS; THENCE NORTH 5.93 CHAINS; THENCE EAST 20.01 CHAINS; THENCE SOUTH 5.95 CHAINS TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 7:

THAT PART LYING EAST OF THE WEST 2 ACRES AND WESTERLY OF THE WESTERLY LINE OF THE PREMISES CONDEMNED FOR HIGHWAY PURPOSES BY PROCEEDINGS HAD IN CASE NO. 48C13630, CIRCUIT COURT OF COOK COUNTY, ILLINOIS, OF THE FOLLOWING DESCRIBED TRACT OF LAND:

THAT PART OF THE EAST $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF SAID QUARTER SECTION, 8.10 CHAINS NORTH OF THE SOUTHEAST CORNER THEREOF AND RUNNING THENCE WEST PARALLEL TO THE SOUTH LINE OF SAID QUARTER SECTION, 20.02 CHAINS; THENCE NORTH 5.93 CHAINS; THENCE EAST 20.01 CHAINS; THENCE SOUTH 5.95 CHAINS TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 8:

THAT PART OF THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WESTERLY OF THE WESTERLY LINE OF THE PREMISES CONDEMNED FOR HIGHWAY PURPOSES BY PROCEEDINGS HAD IN CASE NO. 48C13630, CIRCUIT COURT OF COOK COUNTY,

ILLINOIS; SOUTH OF A LINE DRAWN FROM A POINT IN THE EAST LINE OF SAID SOUTHEAST ¼ OF THE SOUTHWEST ¼, 927.30 FEET NORTH OF THE SOUTHEAST CORNER THEREOF TO A POINT IN THE WEST LINE OF SAID SOUTHEAST ¼ OF THE SOUTHWEST ¼, 391.38 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; NORTH OF THE EASTERLY AND WESTERLY EXTENSION OF THE NORTH LINE OF THE WEST 2 ACRES OF THE FOLLOWING DESCRIBED TRACT OF LAND, TO WIT:

THAT PART OF THE EAST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 9, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE EAST LINE OF SAID QUARTER SECTION, 8.10 CHAINS NORTH OF THE SOUTHEAST CORNER THEREOF; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID QUARTER SECTION, 20.02 CHAINS; THENCE NORTH 5.93 CHAINS; THENCE EAST 20.01 CHAINS; THENCE SOUTH 5.95 CHAINS TO THE POINT OF BEGINNING; AND EAST OF THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID 2 ACRE TRACT ABOVE DESCRIBED, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 9:

THAT PART OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF A LINE DRAWN FROM A POINT IN THE EAST LINE OF SAID SOUTHEAST ¼ OF THE SOUTHWEST ¼, 927.30 FEET NORTH OF THE SOUTHEAST CORNER THEREOF TO A POINT IN THE WEST LINE OF SAID SOUTHEAST ¼ OF THE SOUTHWEST ¼, 391.38 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; NORTH OF THE NORTH LINE OF THE WEST 2 ACRES OF THE FOLLOWING DESCRIBED TRACT OF LAND, TO WIT:

THAT PART OF THE EAST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 9, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF SAID QUARTER SECTION, 8.10 CHAINS NORTH OF THE SOUTHEAST CORNER THEREOF; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID QUARTER SECTION, 20.02 CHAINS; THENCE NORTH 5.93 CHAINS; THENCE EAST 20.01 CHAINS; THENCE SOUTH 5.95 CHAINS TO THE POINT OF BEGINNING; EAST OF THE NORTHERLY EXTENSION OF THE WEST LINE OF SAID 2 ACRE TRACT AND WEST OF THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID 2 ACRE TRACT ABOVE DESCRIBED, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 11:

NON-EXCLUSIVE EASEMENT IN FAVOR OF PARCELS 5 THROUGH 9 FOR ACCESS, INGRESS AND EGRESS AS CREATED, DEFINED AND LIMITED IN INSTRUMENT RECORDED SEPTEMBER 15, 1994 AS DOCUMENT NUMBER 94-807009 OVER AND ACROSS LAND AS THEREIN DESCRIBED AT EXHIBIT C THERETO.

PINS: 10-09-301-001-0000; 10-09-304-020-0000; 10-09-312-009-0000; 10-09-312-010-0000; 10-09-312-014-0000 and 10-09-304-024

commonly known as 9811-9977 Woods Drive.

2. At or near the time of execution of this Agreement, the **VILLAGE** granted an Occupancy Permit, Business License, or Special Use Permit hereinafter collectively referred to as "permit" pursuant to state statutes and local ordinances.
3. By the terms of the aforesaid permit, the **PROPERTY OWNER** is required to install and maintain landscaping in accordance with a plan dated June 7, 2000 approved by the **VILLAGE**.
4. The parties to this Agreement recognize that the installation and maintenance of landscaping is an integral part of the **PROPERTY OWNER's** plan for development and/or use of the property and is necessary to carry out the purpose and intent of the

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VILLAGE's land use objectives, and that the permit would not have been approved by the **VILLAGE** without the assurance that this Agreement would be executed by the **PROPERTY OWNER**.

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5. The purpose of this Agreement is to assure:
 - (a) installation of the landscaping in accordance with the landscaping plan approved by the **VILLAGE**, and
 - (b) continued maintenance and care of the landscaping, including any landscaping indicated in the parkway area.
 6. The property, which is the subject matter of this Agreement, is legally described above. The portions of the subject property which are to be landscaped and maintained pursuant to the terms and conditions of this Agreement are indicated on the Landscape Plan attached hereto, marked Exhibit A and are hereby made a part of this Agreement
 7. **PROPERTY OWNER** agrees that the installation and maintenance of the landscaping which is required in accordance with the permit issued by the **VILLAGE** and this Agreement will materially benefit the subject property. Such landscaping is necessary in order for the **PROPERTY OWNER** to comply with the conditions of the permit issued or granted by the **VILLAGE** for the **PROPERTY OWNER's** requested development or use of the property.
 8. **PROPERTY OWNER** shall diligently maintain and care for the landscaping which is installed and required by the permit and this Agreement, using generally accepted methods of cultivation and watering. The **PROPERTY OWNER** shall maintain a standard of care necessary to prevent the landscaping from deteriorating to the extent that its value as landscaping is destroyed. If Exhibit "A", attached hereto or permit specifies maintenance standards or procedures, such procedures are hereby adopted as part of this Agreement, and by such adoption, become enforcement conditions of this Agreement.
 9. Failure to maintain the landscaping as required by this Agreement shall be a nuisance. In the event the **PROPERTY OWNER** fails to meet the standard of maintenance necessary to keep the landscaping in a healthy condition as required by this Agreement, the **VILLAGE** shall give written notice of the deficiency to the **PROPERTY OWNER** who shall have twenty 20 days to make the necessary correction or replacement. If such correction or replacement is not made within the aforesaid 20-day period, the **VILLAGE** may elect to abate the nuisance and take necessary action to assure that the landscaping is replaced and/or maintained. In the event, the **VILLAGE** so elects; the **VILLAGE** shall serve notice of its intent to enter the premises for this purpose. The **VILLAGE** shall either personally serve the notice upon the **PROPERTY OWNER** or mail a copy of it by certified mail to the **PROPERTY OWNER's** last known address, or as shown on the tax rolls, at least 15 days in advance of the date when the **VILLAGE** or its agent intends to enter the premises.
 10. For this purpose, the **VILLAGE** or its agent may enter upon the property and perform such work as it considers reasonably necessary and proper to restore, maintain, or replace the landscaping required by this Agreement. The **VILLAGE** may act either through its own employees or through an independent contractor.

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11. The **VILLAGE** shall be entitled to reimbursement for abating the nuisance in restoring, maintaining or replacing the landscaping, provided that the **VILLAGE** follows the procedures set forth in this Agreement. Costs shall include but shall not be limited to actual costs incurred by the **VILLAGE** and administrative costs. The **VILLAGE** shall make demand upon the **PROPERTY OWNER** for payment. If the **PROPERTY OWNER** fails to pay the costs within 30 days of the date on which demand is made, the **VILLAGE** may cause a lien to be placed on the subject property. The **VILLAGE** may record a notice with the Recorder of Deeds for Cook County stating that it has incurred expenses under the terms this Landscape Agreement. The **VILLAGE** shall be entitled to collect interest at the statutory rate on the amount owed.
12. In addition to having a lien placed on the subject property, the **VILLAGE** may institute a legal action to collect the amount owed. The **PROPERTY OWNER** agrees to pay the **VILLAGE** a reasonable sum as attorney's fees and court costs.
13. If either party upon the execution of this Agreement or during the course of performance considers that it is necessary to have the **PROPERTY OWNER** post additional security to guarantee the performance of his obligations hereunder, the **VILLAGE** may require the **PROPERTY OWNER** to post additional security. The **VILLAGE** may require either a cash deposit or a surety bond guaranteeing performance in a form signed by sureties satisfactory to the **VILLAGE**. The condition of the security shall be that if the **PROPERTY OWNER** fails to perform any obligation under this Agreement, the **VILLAGE** may, act on behalf of the **PROPERTY OWNER** and use the proceeds of the cash bond, or in the case of a surety bond, require the securities to perform the obligations of this Agreement.
14. The **PROPERTY OWNER** hereby agrees to indemnify and hold harmless the **VILLAGE**, its trustees, officials, employees and agents for any costs, claims, actions or causes of action for personal injury, property damage or otherwise, including reasonable attorneys fees, which may arise from the **VILLAGE** exercising any of its rights or obligations and performance under this Agreement.
15. All notices required or to be given pursuant hereto shall be in writing and either delivered personally or by a nationally recognized "over-night" courier service or mailed by United States certified or registered mail, postage prepaid, addressed to the **VILLAGE** and the **PROPERTY OWNER** as follows:

If to **VILLAGE**:

Village of Skokie
5127 Oakton Street
Skokie, IL 60077
Attention: Village Clerk

With copies to:
Village Manager
5127 Oakton Street
Skokie, IL 60077

Corporation Counsel
5127 Oakton Street
Skokie, IL 60077

If to the **PROPERTY OWNER**:

Long Drive Investors I, L.L.C & Long Drive
Investors I South
c/o Development Resources, Inc.
439 Wells Street
Chicago, IL 60610
Attention: John Giannopoulos

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Either Party may change the names and addresses of the persons to whom notices or copies thereof shall be delivered, by written notice to the other Party, as the case may be, in the manner herein provided for the service of notice.

16. The Parties and the individuals whose signature is affixed to this Agreement, each acting with due authority have executed this Agreement.
17. This Agreement pertains to, runs with the subject property, and shall be binding on the successors, assigns, and heirs in interest.
18. This Agreement shall be recorded at the **PROPERTY OWNER's** expense in the Office of the Recorder of Deeds for County of Cook.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above:

PROPERTY OWNER

VILLAGE OF SKOKIE

By: _____

By: _____
Its Village Manager

Title: _____

ATTEST:

Village Clerk

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