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NOTICE OF APPROVAL

An Ordinance granting a Special Use Permit to establish and operate a motor vehicle repair facility at 8156 Skokie Boulevard in an M-2 Light Industry District was approved by the Board of Trustees of the Village of Skokie on April 2, 2001. The approval granted is shown on the document attached hereto, marked Exhibit "1" and hereby made a part of this Notice of Approval.

0010287021

5468/0033 87 006 Page 1 of 11

2001-04-10 10:25:51

Cook County Recorder 41.00



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 owners or duly authorized representative of the owners, of the real estate commonly known as 8156 Skokie Boulevard, Skokie, Illinois and legally described in Exhibit "1" attached hereto and hereby made a part of this Notice of Approval certify 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 2nd, day of April, 2001.

**COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
SKOKIE OFFICE**

Signature

Signature

Myung Yul Hong & Lena Hong
Print names

7425 N. Lamon
Address

Skokie, IL 60077
City, State Zip

(847) 679-4061
Phone Number

TO: RECORDER OF DEEDS or REGISTRAR OF TITLES

PLEASE RETURN TO WILL CALL BOX 429

Plan Commission Case Number 2000-34P
Special Use Permit Number 336.01
Village Ordinance Number 01-4-Z-2978

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BMM: 4/2/01
PC: 2000-34P
SUP: 336.01

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THIS ORDINANCE MAY BE CITED AS
VILLAGE ORDINANCE NUMBER
01-4-Z-2978

AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO ESTABLISH AND OPERATE A MOTOR VEHICLE REPAIR FACILITY AT 8156 SKOKIE BOULEVARD IN AN M-2 LIGHT INDUSTRY DISTRICT

1 **WHEREAS**, the owner of the following described real estate:

2 THAT PART OF LOT 1 LYING EASTERLY OF A LINE DRAWN PARALLEL TO
3 AND DISTANT 135 FEET AT RIGHT ANGLES IN AN EASTERLY DIRECTION
4 FROM THE EAST LINE OF THE RIGHT-OF-WAY OF THE CHICAGO AND
5 NORTHWESTERN RAILROAD COMPANY AND SOUTHERLY OF A LINE
6 PARALLEL TO AND 353 FEET SOUTHERLY OF THE NORTH LINE OF BLOCK
7 1 IN BLAMEUSER'S SUBDIVISION OF THE SOUTH 105 ACRES OF THE
8 SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 41 NORTH, RANGE
9 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
10 ILLINOIS.

11 PIN: 10-21-402-077

12 more commonly described as 8156 Skokie Boulevard, Skokie, Illinois, petitioned the Skokie
13 Plan Commission for a Special Use Permit to establish and operate a motor vehicle repair
14 facility in an M-2 Light Industry District; and

15 **WHEREAS**, the Plan Commission, after public hearing duly held, made appropriate
16 findings of fact as required under Section 13.3.2. of the Skokie Zoning Ordinance and
17 recommended to the Mayor and Board of Trustees that the requested Special Use Permit be
18 granted subject to various conditions; and

19 **WHEREAS**, the Mayor and Board of Trustees, after a public meeting duly held,
20 concurred in the aforesaid recommendations and findings of fact of the Plan Commission;

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

23 **Section 1:** That the Special Use Permit requested by the petitioner to establish and
24 operate a motor vehicle repair facility at the property legally described above and commonly
25 known as 8156 Skokie Boulevard, Skokie, Illinois in an M-2 Light Industry District is hereby
26 granted and approved subject to each of the conditions set forth below:

1. That the repair facility shall be established and operated in substantial compliance with the Revised Site/Landscape Plan dated February 20, 2001 and Floor Plan dated November 29, 2000.
2. That vehicle access to the ComEd property to the west of the subject property at 8156 Skokie Boulevard is to be maintained. Access shall be maintained on the north end of the subject site.
3. The access agreement with the property owner of the property to the north at 8220 Skokie Boulevard shall be maintained.
4. The driveways on Searle Parkway shall be consolidated into two 24-foot wide two-way driveways as indicated on the revised site/landscape plan dated February 20, 2001. The parkway area including sidewalks, etc. shall be restored.
5. An IDOT permit shall be obtained for the removal of the existing northernmost driveway on Skokie Boulevard and the restoration of the parkway and curb.
6. Automobile repair tools, equipment, and parts shall not be stored outside of the building at any time.
7. All fencing, walls, sidewalks, driveways, curbs, bumper stops, parking areas, signage, landscaping, structures, and any other facilities or infrastructure on the site shall be maintained in a good state of repair, and when needed, be repaired or replaced in a timely manner.
8. Parking lot and exterior lighting shall be full cut-off design and directed away from adjacent properties, and subject to the approval of the Skokie Traffic Engineer.
9. Music and loudspeaker systems shall not be allowed outside of any structure or be heard from outside of any structure.
10. All existing damaged sidewalks shall be replaced.
11. Handicapped ramps are to be provided as necessary and meet State of Illinois Accessibility requirements.
12. The developer is to maintain the required handicapped parking spaces per State of Illinois Accessibility standards.
13. All handicapped parking spaces shall be included in the Village Handicapped Parking Space Maintenance Program.
14. Vehicles shall not be allowed to be parked in or otherwise block driveways, sidewalks, aisles, or other points of access at any time, and shall always be parked in designated parking spaces, and shall not overlap (the stripes of) designated parking spaces.
15. Trash and debris storage shall only be allowed within the designated trash area.

- 1 16. No refuse, debris, garbage, weeds, or abandoned items shall be allowed to
2 remain on the site at any time outside the trash area.
- 3 17. All sidewalks shall be maintained free of snow, ice, sleet, or other objects that
4 may impede travel.
- 5 18. All off-street parking spaces shall be legibly striped and maintained.
- 6 19. All landscaping shall be maintained to a height of 30 inches for a distance of 15
7 feet from any vehicular access point into or out of the establishment in order to
8 maintain adequate sight distance.
- 9 20. Landscaping shall be adequately maintained including trimming and watering;
10 and all dead landscaping shall be replaced in a timely manner.
- 11 21. The Petitioners shall sign an "Agreement for Installation and Maintenance of
12 Landscaping" a copy of which is attached hereto marked Exhibit "1" and hereby
13 made a part of this Ordinance, to assure that the site and parkway landscaping is
14 completed and maintained in accordance with the final approved Landscape
15 Plan. This agreement shall be recorded at the Petitioners' expense with the
16 Cook County Recorder of Deed's Office.
- 17 22. All employees are to park on the subject site.
- 18 23. The Petitioners shall bear the full cost of any utility relocation and/or conflicts.
- 19 24. All buildings shall meet current BOCA and NFPA Life Safety Codes.
- 20 25. Prior to the issuance of Building Permits, the Petitioners shall submit to the
21 Planning Division of the Community Development Department the name,
22 address, and telephone number of the company and contact person responsible
23 for site maintenance compliance with the Special Use Permit.
- 24 26. If work is to be performed on public property or if public property is utilized or
25 impacted during construction and or development, the developer and/or
26 contractor shall provide the Village of Skokie with a certificate of insurance
27 naming the Village of Skokie as an additional insured for any and all claims
28 related to any and all work. The developer and/or contractor shall hold the Village
29 of Skokie harmless and indemnify the Village for any and all claims for property
30 damage or personal injury related to work on or use of public property.
- 31 27. The Petitioners shall comply with all Federal, State, and Village Codes,
32 Ordinances, Statutes, and Rules and Regulations.
- 33 28. Failure to abide by any and all terms of this Ordinance shall be cause for the
34 Village to initiate hearings to determine whether the subject Ordinance, as well
35 as any applicable business licenses, should be revised or revoked.
- 36 29. The Petitioners shall pay all costs related to any hearings conducted as a result
37 of non-compliance with any of the provisions of the enabling ordinance. The

costs will include but not be limited to: service, certified mail, court reporter, attorney, and staff time required to research and conduct said hearing.

Section 2: That a notice of the enactment of this Ordinance incorporating the conditions contained herein shall be approved by the owner of the property in writing and duly recorded with the Cook County Recorder of Deeds Office at the owner's expense.

Section 3: That this Ordinance shall be in full force and effect from and after its passage, approval and recordation as provided by law.

ADOPTED this 2nd day of April, 2001.

Ayes: 7 (Piper, Gelder, Fritzshall, Croft, Perille, McCabe, Van Dusen)

Nays: 0

Absent: 0

Marlene Williams
Village Clerk

Approved by me this 2nd day of April, 2001.

George Van Dusen
Mayor, Village of Skokie

Attested and filed in my office this 3rd day of April, 2001.

Marlene Williams
Village Clerk

Property of Cook County Clerk's Office

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LANDSCAPING INSTALLATION AND MAINTENANCE AGREEMENT

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Plan Commission Case
2000-34P

This Agreement is entered into this 2nd day of April 2001 by and between Myung Yul Hong and Lena Hong, 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:

THAT PART OF LOT 1 LYING EASTERLY OF A LINE DRAWN PARALLEL TO AND DISTANT 135 FEET AT RIGHT ANGLES IN AN EASTERLY DIRECTION FROM THE EAST LINE OF THE RIGHT-OF-WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY AND SOUTHERLY OF A LINE PARALLEL TO AND 353 FEET SOUTHERLY OF THE NORTH LINE OF BLOCK 1 IN BLAMEUSER'S SUBDIVISION OF THE SOUTH 105 ACRES OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
PIN: 10-21-402-077

commonly known as 8156 Skokie Boulevard, Skokie, Illinois.

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 February 20, 2001 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 **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**.
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 "1" 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 "1", 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 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.
 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

If to the **PROPERTY OWNER**:
 Myung Yul Hong
 Lena Hong
 7425 N. Lamon
 Skokie, IL 60077

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

Corporation Counsel
 5127 Oakton Street
 Skokie, IL 60077

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.

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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 OWNERS

VILLAGE OF SKOKIE

By: _____

By: _____
its Village Manager

Title: _____

By: _____

Title: _____

ATTEST:

ATTEST:

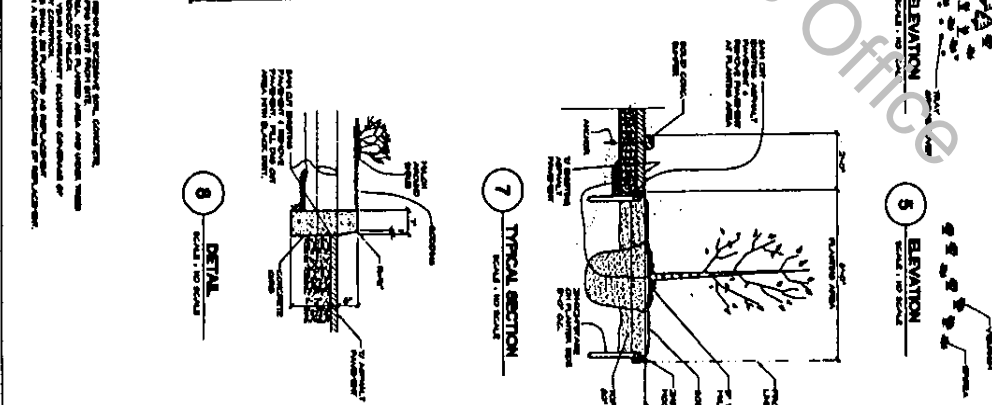
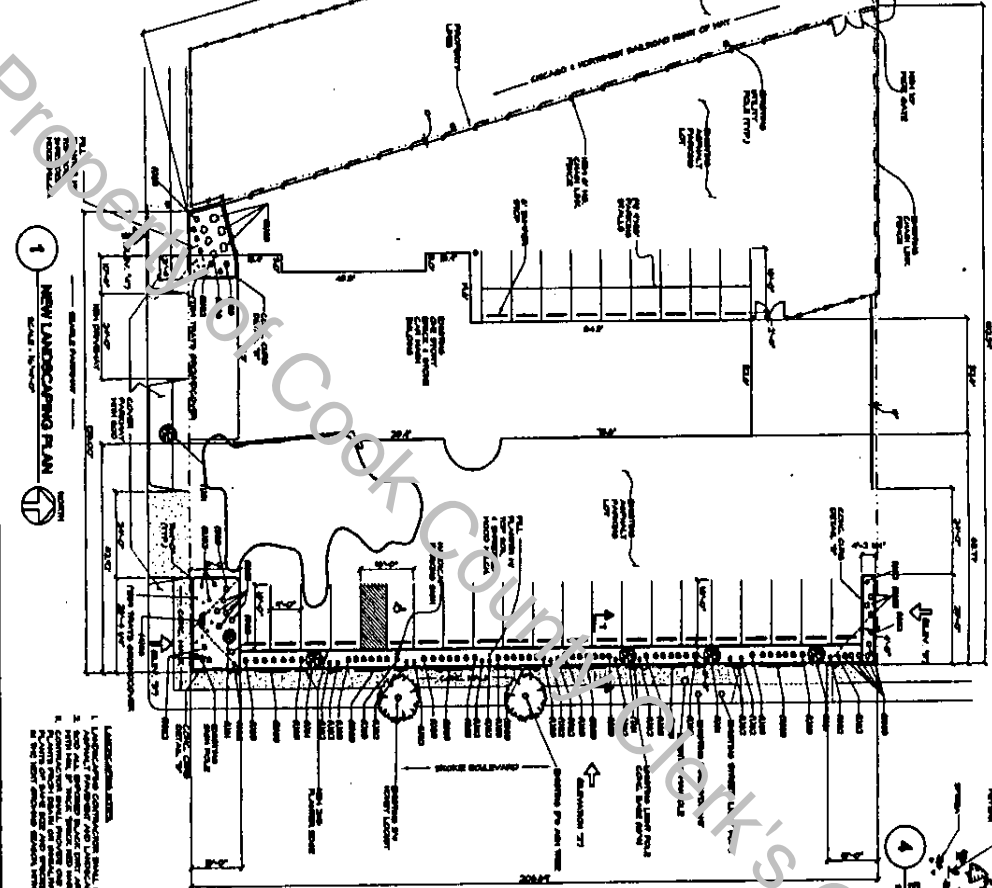
Its: _____

Village Clerk

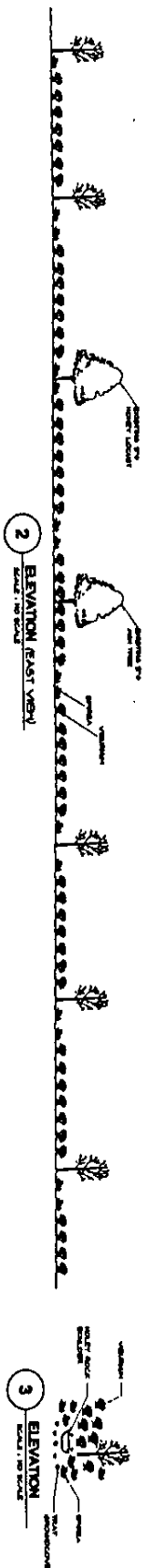
**TO: RECORDER OF DEEDS or REGISTRAR OF TITLES
PLEASE RETURN TO WILL CALL BOX 429**

EXHIBIT "1"

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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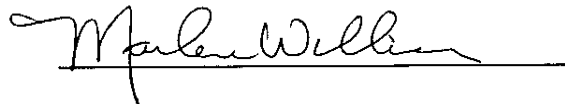
I, MARLENE WILLIAMS, DO HEREBY CERTIFY that I am the regularly elected and acting Clerk of the Village of Skokie, County of Cook and State of Illinois.

I DO FURTHER CERTIFY that the annexed and foregoing ordinance is a true and correct copy of an ordinance adopted by the Mayor and Board of Trustees of the Village of Skokie on the 2nd day of April 2001, by a vote of 7 YES 0 NAYS 0 ABSENT; that said ordinance, adopted as aforesaid was deposited and filed in the Office of the Village of Skokie on the 3rd day of April 2001, was approved by the Mayor and the Village of Skokie on the 2nd day of April 2001.

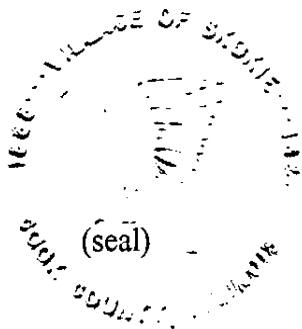
I DO FURTHER CERTIFY that the original, of which the foregoing is a true copy is entrusted to my care and safekeeping and I am the Keeper of the same.

I DO FURTHER CERTIFY that I am the Keeper of the records, journals, entries and ordinances of the said Village of Skokie.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the corporate seal of the Village of Skokie this 5th day of April 2001.



Village Clerk of the Village of Skokie,
Cook County, Illinois



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