6910/0039 87 006 Page 1 of 2001-11-09 15:05:55 41.00 Cook County Recorder

### 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 The approval November 5, 2001. granted is shown on the document EUGENE "GENE" MOORE hereby made a part of this Notice of Approval.

COOK COUNTY RECORDER SKUKE DEFILE

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 TAKENO 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 8156 Skokie Boulevard, 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 5th, day of November, 2001.

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 336.02 Village Ordinance Number 01-11-Z-3040



# UNOFFICIAL COPY 0011055853 Page 2 of 11

BMM: 11/5/01 PC: 2000-34P SUP: 336.02

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#### THIS ORDINANCE MAY BE CITED AS VILLAGE ORDINANCE NUMBER 01-11-Z-3040

## 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

WHEFE.4S, on April 2, 2001, the Mayor and Board of Trustees of the Village of Skokie adopted Village Ordinance Number 01-4-Z-2978 which granted a Special Use Permit for the establishment and operation of a motor vehicle repair facility at the property legally 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 FAILROAD 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

more commonly described as 8156 Skokie Boulevard, Skokie, Illinois, in an M-2 Light Industry District; and

WHEREAS, the owner of the property legally described above petitioned the Skokie Plan Commission for an amendment to the aforesaid Special Use Permit in order to establish and operate a used motor vehicle sale facility in conjunction with the existing motor vehicle repair facility; and

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

WHEREAS, the Corporation Counsel further recommended that Village Ordinance Number 01-4-Z-2978 be repealed and all applicable conditions be incorporated in a new ordinance; and

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

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

EXHIBIT "1"

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

- That the repair facility and vehicle sales establishments shall be established and 1. operated in substantial compliance with the revised Site, Landscape and Floor Plans dated November 9, 2000.
- That the asphalt in the Searle Parkway and Skokie Boulevard parkways along 2. the frontages of the subject site shall be replaced with sod.
- That a maximum of eight cars shall be displayed on the site for sale. The sales 3. display area shall be restricted to the eight parking spaces located to the south of the Skokie Boulevard driveway at the northeast corner of the site. This area shall be designated with pavement markings.
- No more vehicle bodywork shall be performed and no wrecked vehicles shall be 4. allowed at the site.
- That access to the ComEd property to the west is to be maintained. Access shall 5. be maintained on the north end of the subject site.
- The access agreement with the property to the north shall be maintained. 6.
- The driveways on Searle Parkway shall be consolidated into two 24-foot wide 7. The parkway area including sidewalks. etc. shall be two-way driveways. restored.
- An IDOT permit shall be obtained for the removal of the existing northernmost 8. driveway on Skokie Boulevard and the restoration of the parkway and curb.
- That prior to a hearing of the subject case before the Board of Trustees the 9. Petitioners shall have their landscape plan and business signs reviewed and approved by the Appearance Commission
- No vehicle overflow shall spill off the site. 10.
- No vehicles, other than in the eight designated spaces, may be sold on the 11. premises, nor shall any vehicle display a "For Sale' sign.
- All parking areas shall be maintained at all times in troom clean condition 12. without potholes, broken wheelstops and/or curbing or other surface irregularities. All landscaping shall be maintained in a flourishing condition, free of weeds and debris, and all dead landscaping shall be replaced. Pavement markings shall be visible at all times and parking lot signage shall be readable at all times with the sign post maintained in an upright manner. Compliance is required with all conditions of the Village's Private Property Fire Lane Sign Maintenance Program and the Village's Designation of Frivate Property Handicapped Parking Spaces program. All area lighting shall be maintained in functioning condition. Drainage systems shall be maintained in a free-flowing working condition. It shall be unlawful to alter any aspects of an approved parking lot plan unless approval has been received through the Department of Public Works.
- Temporary window signs shall cover no more than 25% of an individual 13. windowpane surface inside the frame. Signs, packaged products, packaging material and other opaque materials shall be considered when calculating the window coverage area.
- The storage of boats, trailers, trucks, recreational vehicles, and other vehicles 14. not related to the operation of motor vehicle service stations is prohibited.

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- 15. No vehicles serviced by this repair facility or sales establishment shall be parked or stored on Village streets.
- 16. All repair and service work shall be performed within the enclosed premises at all times, except the following activities:
  - a. Checking and changing of tires;
  - b. Checking and adding of fluids;
  - c. Charging or replacing batteries:
  - d. Replacing windshield wipers;
  - e. Inspecting vehicle;
- 17. No vehicles other than a tow truck and the eight vehicles displayed for sale shall remain on the site for more than 10 days.
- 18. All bumper stops shall be maintained in good condition and shall be anchored to the pavement at all times.
- 19. Automobile repair tools, equipment, and parts shall not be stored outside of the building at any time.
- All fencing walls, sidewalks, driveways, curbs, bumper stops, parking areas, 20. 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.
- Parking lot and exterior lighting shall be full cut-off design and directed away from 21. adjacent properties, and subject to the approval of the Skokie Traffic Engineer.
- 22. Music and loudspeaker systems shall not be allowed outside of any structure or be heard from outside of any smature.
- 23. All signage shall conform with the Skokie Sign Ordinance, and any sign on the site which is in violation of the ordinance, including free standing signs, must be removed or modified to conform with the Skokie Sign Ordinance, prior to the issuance of an occupancy permit.
- All existing damaged sidewalks shall be replaced. 24.
- Handicapped ramps are to be provided as necessary and meet State of Illinois 25. Accessibility requirements.
- The developer is to maintain the required handicapped parking spaces per State of 26. Illinois Accessibility standards.
- 27. All handicapped parking spaces shall be included in the Village Handicapped Parking Space Maintenance Program.
- Vehicles shall not be allowed to be parked in or otherwise block driveways, 28. 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.
- 29. Trash and debris storage shall only be allowed within the designated trash area.
- No refuse, debris, garbage, weeds, or abandoned items shall be allowed to 30. remain on the site at any time outside the trash area.
- 31. All sidewalks shall be maintained free of snow, ice, sleet, or other objects that may impede travel.
- All off-street parking spaces shall be legibly striped and maintained. 32.
- 33. All landscaping shall be maintained to a height of 30 inches for a distance of 15 feet from any vehicular access point into or out of the establishment in order to maintain adequate sight distance.
- Landscaping shall be adequately maintained including trimming and watering; 34. and all dead landscaping shall be replaced in a timely manner.

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- The Petitioners shall sign an "Agreement for Installation and Maintenance of 35. Landscaping" to assure that the site and parkway landscaping is completed and maintained in accordance with the final approved Landscape Plan. agreement shall be recorded at the Petitioners' expense with the Cook County Recorder of Deed's Office.
- All employees are to park on the subject site. 36.
- The Petitioners shall bear the full cost of any utility relocation and/or conflicts. 37.
- All buildings shall meet current BOCA and NFPA Life Safety Codes. 38.
- Prior to the issuance of Building Permits, the Petitioners shall submit to the 39. Planning Division of the Community Development Department the name, address, and telephone number of the company and contact person responsible for site maintenance compliance with the Special Use Permit.
- If work is to be performed on public property or if public property is utilized or 40. impacted during construction and or development, the developer and/or contractor shall provide the Village of Skokie with a certificate of insurance naming the Village of Skokie as an additional insured for any and all claims related to any and all work. The developer and/or contractor shall hold the Village of Skokie harmiess and indemnify the Village for any and all claims for property damage or personal course related to work on or use of public property.
- The Petitioners shall comply with all Federal, State, and Village Codes, 41. Ordinances, Statutes, and Rules and Regulations.
- Failure to abide by any and all terms of this Ordinance shall be cause for the 42. Village to initiate hearings to determine whether the subject Ordinance, as well as any applicable business licenses, should be revised or revoked.
- The Petitioners shall pay all costs related to any hearings conducted as a result 43. 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.

That a notice of the enactment of this Ordinance incorporating the Section 2: 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.

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

ADOPTED this 5th day of November, 2001.

Ayes:

(Piper, Bromberg, Gelder, 6

Roberts, McCabe, Van Dusen)

0 Nays:

Absent: 1 (Perille)

Attested and filed in my office this 6th day of

Marlene Williams

November, 2001.

Approved by me this 5th day of November, 2001.

George Van Dusen Mayor, Village of Skokie

LANDSCAPING INSTALLATION AND MAINTENANCE AGREEMENT 0011055853 Page 8 of 11

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:

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 35? FEET SOUTHERLY OF THE NORTH LINE OF BLOCK 1 IN FLAMEUSER'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, Skoki a, Illinois.

- 2. At or near the time of execution of this Agreement, the VILLAGE granted an Occupancy Permit, Business License, or Special Use Pennit 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 nade 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 relis, 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 rated 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.
- 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 CWNER 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.
- 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.
- 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**:

Office

Myung Yul Hong Lena Hong 7425 N. Lamon 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.

Its:



/illage Clerk

Clart's Orgina

- 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

By: Manager

Title: Owner

By: Artest:

Give (C Park)

VILLAGE OF SKOKIE

By: its Village Manager

Title Tribe: Artest:

ATTEST:

ATTEST:

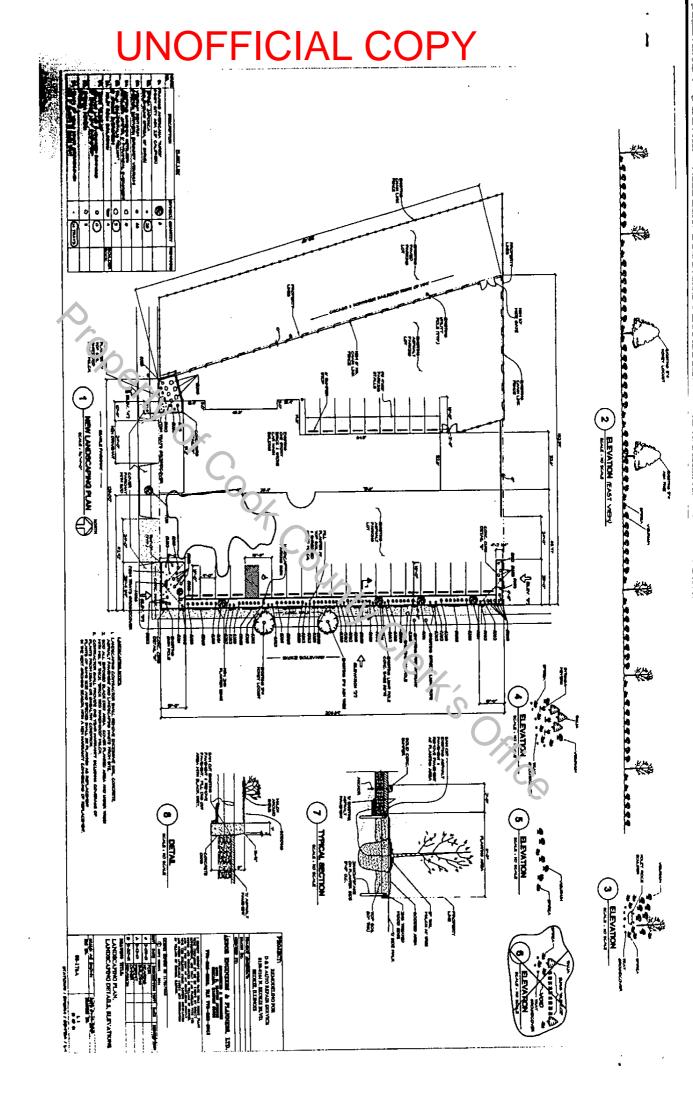
ATTEST:

TO: RECORDER OF DEEDS or REGISTRAR OF 17.72.ES

PLEASE RETURN TO WILL CALL BOX 429

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#64413 v1 - Landscape Agreement, 2000-34P, Auto Repair Facility, 8156 Skokie Blvd.



Cook County, Illinois

Village Clerk of the Village of Skokie,

seal of the Village of Skokie this 7th day of November 2001

IN MILNESS WHEREOF I have hereunto set my hand and affixed the corporate

and ordinances of the said Village of Skokie.

I DO FURTHER CERTIFY that I am the Xeeper of the records, journals, entries

copy is entrusted to my care and safekecring and I am the Keeper of the same.

I DO FURTHER CERTIFY that the original, of which the foregoing is a true

and the Village of Skokie on the 19th day of November 2001.

of the Village of Skokie on the  $\overline{6th}$  day of  $\overline{November}$   $\overline{2001}$  , was approved by the Mayor ABSENT; that said ordinance, adopted as aforesaid was deposited and filed in the Office

Village of Skokie on the  $\overline{5th}$  day of November 2001, by a vote of  $\overline{6}$  YES  $\overline{0}$  NAYS  $\overline{1}$ 

and curect copy of an ordinance adopted by the Mayor and Board of Trustees of the

I DO FURTHER CERTIFY that the annexed and foregoing ordinance is a true elected and acting Clerk of the Village of Skokie, County of Cook and State of Illinois. I' WARLENE WILLIAMS, DO HEREBY CERTIFY that I am the regularly

> COUNTY OF COOK ) SS (

STATE OF ILLINOIS)