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NOTICE OF APPROVAL

An Ordinance repealing an existing special use permit and granting a new special use permit to allow for the expansion of the existing religious assembly use, site plan approval for the construction and establishment of a two building planned development, and other relief from the Skokie Zoning Ordinance at 3750-60 Dempster Street, Skokie, Illinois in a B-2 Commercial district was approved by the Board of Trustees of the Village of Skokie on March 1, 2004. The approval granted is shown on the document attached hereto, marked Exhibit "1" and hereby made a part of this Notice of Approval.



Doc#: 0407250001
 Eugene "Gene" Moore Fee: \$52.00
 Cook County Recorder of Deeds
 Date: 03/12/2004 07:53 AM Pg: 1 of 15

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 3750-60 Dempster Street, 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 27th, day of February, 2004.

Amalgamated Bank of Chicago, as Trustee
 under Trust #5610 dated 1/19/94


 Signature

Irving B. Polakow
 Print name

Senior Vice President
 Title

One West Monroe
 Address

Chicago, IL 60603
 City, State Zip

312-822-3240
 Phone Number

This instrument is executed by AMALGAMATED BANK OF CHICAGO, not personally but solely as Trustee, as aforesaid. All the covenants and conditions to be performed hereunder by AMALGAMATED BANK OF CHICAGO are undertaken by it solely as Trustee, as aforesaid and not individually, and no personal liability shall be asserted or be enforceable against AMALGAMATED BANK OF CHICAGO by reason of any of the covenants, statements, representations or warranties contained in this instrument.

See attached rider for signature.

 Signature

 Print name

 Title

 Address

 City, State Zip

 Phone Number

Plan Commission Case Number 91-15P
 Special Use Permit Number 253.02
 Village Ordinance Number 04- 3 -Z- 3254

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

15

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An Ordinance repealing an existing special use permit and granting a new special use permit to allow for the expansion of the existing religious assembly use, site plan approval for the construction and establishment of a two building planned development, and other relief from the Skokie Zoning Ordinance at 3750-60 Dempster Street, Skokie, Illinois in a B-2 Commercial district was approved by the Board of Trustees of the Village of Skokie on March 1, 2004. The approval granted is shown on the document attached hereto, marked Exhibit "1" and hereby made a part of this Notice of Approval.

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Dated this 1st day of March, 2004

Signature

Signature

Print name

Print name

Title

Title

Address

Address

City, State Zip

City, State Zip

Phone Number

Phone Number

Plan Commission Case Number 91-15P
Special Use Permit Number 253.02
Village Ordinance Number 04- 3 -Z- 3254

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

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JPH: 3/1/04
PC: 91-15P
SUP: 253.02

THIS ORDINANCE MAY BE CITED AS
VILLAGE ORDINANCE NUMBER
04-3-Z-3254

AN ORDINANCE REPEALING AN EXISTING SPECIAL USE PERMIT AND GRANTING A NEW SPECIAL USE PERMIT TO ALLOW FOR THE EXPANSION OF THE EXISTING RELIGIOUS ASSEMBLY USE, SITE PLAN APPROVAL FOR THE CONSTRUCTION AND ESTABLISHMENT OF A TWO BUILDING PLANNED DEVELOPMENT, AND OTHER RELIEF FROM THE SKOKIE ZONING ORDINANCE AT 3750-60 AND 3828 DEMPSTER STREET, SKOKIE, ILLINOIS IN A B-2 COMMERCIAL DISTRICT

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

2 PARKING SPACES ON

3 LOTS 4 THRU 7 (BOTH INCLUSIVE) IN BLOCK 2, LOTS 20 THRU 42 (BOTH
4 INCLUSIVE) IN BLOCK 1, VACATED SPRINGFIELD AVENUE LYING BETWEEN LOT 7
5 BLOCK 2 AND LOT 20 BLOCK 1, AND THE SOUTH HALF OF VACATED ALLEY
6 LYING NORTH OF AND ADJACENT TO SAID LOTS AND STREETS IN HARRY A
7 ROTH AND COMPANY TURNER WOODS, A SUBDIVISION OF LOT 8 IN JOHN
8 TURNER HEIRS SUBDIVISION OF THE SOUTH QUARTER OF THE WEST HALF OF
9 THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 13
10 EAST OF THE THIRD PRINCIPAL MERIDIAN,

11 ALSO;

12 LOTS 56 THRU 66 (BOTH INCLUSIVE) AND THE SOUTH HALF OF VACATED ALLEY
13 LYING NORTH OF AND ADJOINING SAID LOTS IN NORTHWESTERN EXTENSION
14 REALTY COMPANIES DEMPSTER STREET AND CRAWFORD AVENUE
15 SUBDIVISION, IN THE SOUTH QUARTER OF THE WEST HALF OF THE
16 SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 13 EAST
17 OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS.

18 **AND WHEREAS**, the owner of the following described real property:

19 ALSO;

20 LOTS 10, 11, AND 12 IN "ADDITION TO TIMBER RIDGE", BEING A SUBDIVISION OF
21 THE WEST 200 FEET OF THE SOUTH 1/2 OF THE EAST 1/2 OF THE SOUTHWEST
22 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD
23 PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

24 COMMONLY KNOWN AS 3750 DEMPSTER STREET, SKOKIE, ILLINOIS

25 PIN: 10-14-310-055, 10-14-310-056, 10-14-311-050
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1 more commonly described as 3750-60 and 3828 Dempster Street, Skokie, Illinois (the
2 "Subject Property"), petitioned the Village of Skokie for (a) an amendment to the existing
3 special use permit to allow for the expansion of the existing religious assembly use, (b) site
4 plan approval to construct and establish a two building planned development in
5 a B-2 Commercial district, and (c) other relief from the Skokie Zoning Ordinance; and

6 **WHEREAS**, the proposed special use permit and site plan would allow for a practical
7 means of providing needed expansion for a growing community at the Subject Property,
8 and the relief from the Skokie Zoning Ordinance (the "SZO") would allow (i) less than a 6
9 foot side yard (Sec. 7.12.1.2 of SZO), (ii) no visual screening along the side lot line (Sec.
10 9.1.1.5.1.1 of SZO), and (iii) a parking deficit of 36 spaces (Sec. 11.19.2 of the "SZO",
11 decreasing the existing parking deficit by 13 spaces) in recognition of the representation
12 that members of the religious assembly do not drive to regular and holiday services in
13 accordance with their religious principles; and

14 **WHEREAS**, the Skokie Plan Commission, at a public hearing duly held on December
15 4, 2003, for which proper legal notice had been achieved and interested parties appeared, (a)
16 made the appropriate findings of fact as required under Section 13.3.2 of the Skokie Zoning
17 Ordinance and (b) voted to recommend to the Mayor and Board of Trustees that the requested
18 special use permit and the site plan approval be granted subject to the conditions contained in
19 the Plan Commission Report dated January 6, 2004; and

20 **WHEREAS**, the Skokie Plan Commission further recommended that relief from the
21 SZO, as referenced above, be granted and that Village Ordinance Number 91-11-Z-2248,
22 which granted the existing special use permit be repealed and that all applicable approvals
23 and conditions be incorporated into a new ordinance; and

24 **WHEREAS**, the Mayor and Board of Trustees, at a public meeting duly held on
25 February 2, 2004, concurred in the aforesaid recommendations and findings of fact of the
26 Skokie Plan Commission;

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

29 **Section 1:** That Village Ordinance Number 91-11-Z-2248 is hereby repealed.

30 **Section 2:** That the special use permit to expand the existing religious assembly
31 use and the site plan approval to construct and establish a two building planned development,
32 as requested by the petitioner and shown on the site plan dated December 19, 2003 and
33 landscape plan dated December 19, 2003, copies of which are attached hereto as Group
34 Exhibit "1", at the Subject Property legally described above and commonly known as 3750-60
35 and 3828 Dempster Street in a B-2 Commercial district, are hereby granted and approved
36 subject to each of the conditions set forth below:

- 37 1. The buildings shall be remodeled in substantial compliance with the Ground
38 Floor and Landscape Plans for both Congregation Or Torah and Congregation
39 Or Torah Youth Center, and the Site and Parking Plan, all dated December 19,
40 2003, and the Elevations for both Congregation Or Torah and Congregation Or

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1 Torah Youth Center, dated October 2, 2003, as may be amended by the
2 Appearance Commission;

- 3 2. Prior to obtaining a Building Permit for the remodeling of the Youth Center
4 Building the petitioner shall receive approval by the Appearance Commission of
5 building elevations and landscaping for the site;
- 6 3. The addition and remodeled building will include upgrades to the fire protection
7 systems, to be approved by the Fire Department, to maintain compliance with
8 the current Life Safety Code;
- 9 4. Storm water detention shall be provided for the synagogue building addition in
10 conformance with the Zoning Code;
- 11 5. The social hall shall be used as an ancillary use to the synagogue, and not be
12 leased to non-congregation members;
- 13 6. Usage of the kitchen for meal preparation shall require an application for a
14 Village or Skokie Health Permit;
- 15 7. The occupancy of Or Torah synagogue shall not exceed 168 persons during
16 daytime business hours of 8:30 AM to 5:00 PM, except on Friday evenings,
17 Saturdays and religious holidays;
- 18 8. The subject Special Use Permit applies only to the Congregation Or Torah, and
19 only so long as it strictly practices the Jewish religious laws which prohibit the
20 use of motor vehicles on the Sabbath and other Holy Days. Any other
21 congregation which wishes to use the premises must apply for a Special Use
22 Permit for the purpose of determining whether it strictly practices such religious
23 laws;
- 24 9. Prior to the issuance of building permits, the petitioner shall submit to the
25 Village of Skokie Community Development Department a Cook County
26 Assessor's Office Petition to Consolidation of Property Tax to consolidate
27 property identification numbers 10-14-310-055 and 10-14-310-056 into a single
28 tax parcel;
- 29 10. Trash shall only be allowed within a designated trash enclosure, and shall be
30 screened from public view. All trash shall be contained in such a way as to
31 remain out of sight at all times;
- 32 11. Stop signs and bars shall be provided at all exit drives;
- 33 12. All fencing, walls, sidewalks, driveways, curbs, wheel stops, parking areas,
34 signage, landscaping, structures, and any other facilities or infrastructure on the
35 site shall be maintained in a good state of repair, and when needed, be
36 repaired or replaced in a timely manner;
- 37 13. Parking lot and exterior lighting shall be full cut-off design and directed away
38 from adjacent properties, and subject to the approval of the Engineering
39 Division;
- 40 14. All off-street parking spaces shall be legibly striped and maintained;
- 41 15. Regulatory signage or pavement markings shall be provided to help assure
42 proper vehicular traffic movement;

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- 1 16. Music and sound from loudspeaker systems shall not be heard from outside of
2 any structure;
- 3 17. All modifications to building elevations, signage, and landscaping shall be
4 subject to the review and approval of the Skokie Appearance Commission;
- 5 18. All signage shall conform to the Skokie Sign Code in Chapter 82 of the Skokie
6 Village Code. Any sign on the site that is in violation of that Code must be
7 removed or modified to conform therewith prior to the issuance of an
8 occupancy permit;
- 9 19. All existing damaged sidewalks shall be replaced;
- 10 20. Vehicles shall not be allowed to be parked in or otherwise block driveways,
11 sidewalks, aisles, or other points of access at any time, shall always be parked
12 in designated parking spaces, and shall not overlap the striped lines of
13 designated parking spaces. All employees shall park on the subject site;
- 14 21. No abandoned items, including abandoned vehicles, shall be allowed to remain
15 on the site;
- 16 22. All private and public sidewalks shall be maintained free of snow, ice, sleet, or
17 other objects that may impede travel;
- 18 23. All landscaping shall be maintained to a maximum height of 30 inches for a
19 distance of 15 feet from any vehicular access point into or out of the
20 establishment in order to maintain adequate sight distance;
- 21 24. Landscaping shall be adequately maintained including trimming and watering
22 thereof. All dead landscaping shall be replaced in a timely manner;
- 23 25. The petitioner shall sign an "Agreement for Installation and Maintenance of
24 Landscaping" to assure that the site and parkway landscaping is completed
25 and maintained in accordance with the final approved landscape plan. A copy
26 of Said Agreement is attached hereto, marked Exhibit "A" and hereby made
27 part of this Ordinance. This "Agreement for Installation and Maintenance of
28 Landscaping" shall be recorded at the petitioner's expense;
- 29 26. All buildings shall meet current BOCA and NFPA Life Safety Codes;
- 30 27. The petitioner shall submit to the Planning Division electronic files of the plats
31 of survey, site plan, and landscape plan in their approved and finalized form.
32 The files shall be scaled CADD 2D drawing files on non-compressor, non-read
33 only, IBM formatted, 3.5-inch diskette(s) or CD-ROM .DWG AutoCad format
34 (version 2002 preferred);
- 35 28. Prior to the issuance of building permits, the petitioner shall submit to the
36 Planning Division of the Community Development Department the name,
37 address, and telephone number of the company and contact person
38 responsible for site maintenance compliance with the special use permit;
- 39 29. If work is to be performed on public property or if public property is utilized or
40 impacted during construction and or development, the owner shall provide, or
41 shall cause any developer or contractor to provide, the Village of Skokie with a
42 certificate of insurance naming the Village of Skokie as additionally insured for
43 any and all claims related to any and all work. The owner shall hold, or shall

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1 cause any developer or contractor to hold, the Village of Skokie harmless and
2 indemnify the Village for any and all claims for property damage or personal
3 injury related to work on or use of public property;

4 30. The petitioner shall comply with all Federal and State statutes, laws, rules and
5 regulations and all Village codes, ordinances, rules, and regulations;

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

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

13 **Section 3:** That relief be and the same is hereby granted from: (a) Section 7.12.1.2
14 of the Skokie Zoning Ordinance to allow less than a 6 foot side yard, (b) Section 9.1.1.5.1.1 of
15 the Skokie Zoning Ordinance to allow no visual screening along the side lot line, (c) 11.19.2 of
16 the Skokie Zoning Ordinance to allow a parking deficit of 36 spaces.

17 **Section 4:** That a notice of the enactment of this Ordinance incorporating the
18 conditions contained herein shall be approved by the owner of the property in writing and
19 duly recorded with the Cook County Recorder of Deeds Office at the owner's expense.

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

22 **ADOPTED** this 1st day of March, 2004.

Ayes: 7 (Piper, Bromberg, Perille, Gelder,
Roberts, McCabe, Van Dusen)

Nays: 0
Absent: 0

Attested and filed in my
office this 2nd day of
March, 2004.

Marlene Williams
Village Clerk

Marlene Williams
Village Clerk

Approved by me this 1st day of
March, 2004.

George Van Dusen
Mayor, Village of Skokie

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LANDSCAPING INSTALLATION AND MAINTENANCE AGREEMENT

Plan Commission Case
91-15P

This Agreement is entered into this _____ day of _____, 2004 by and between Amalgamated Bank of Chicago f/k/a Amalgamated Trust & Savings Bank, Trustee under Trust # 5610 (hereinafter referred to as "**TRUSTEE**"), Congregation Or Torah (hereinafter referred to as "**CONGREGATION**"), and the **VILLAGE OF SKOKIE**, an Illinois municipal corporation (hereinafter referred to as "**VILLAGE**"). The parties to this Agreement hereby agree as follows:

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

PARKING SPACES ON

LOTS 4 THRU 7 (BOTH INCLUSIVE) IN BLOCK 2, LOTS 20 THRU 42 (BOTH INCLUSIVE) IN BLOCK 1, VACATED SPRINGFIELD AVENUE LYING BETWEEN LOT 7 BLOCK 2 AND LOT 20 BLOCK 1, AND THE SOUTH HALF OF VACATED ALLEY LYING NORTH OF AND ADJACENT TO SAID LOTS AND STREETS IN HARRY A ROTH AND COMPANY TURNER WOODS, A SUBDIVISION OF LOT 8 IN JOHN TURNER HEIRS SUBDIVISION OF THE SOUTH QUARTER OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN,

ALSO;

LOTS 56 THRU 66 (BOTH INCLUSIVE) AND THE SOUTH HALF OF VACATED ALLEY LYING NORTH OF AND ADJOINING SAID LOTS IN NORTHWESTERN EXTENSION REALTY COMPANIES DEMPSTER STREET AND CRAWFORD AVENUE SUBDIVISION, IN THE SOUTH QUARTER OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS.

PIN: 10-14-310-055, 10-14-310-056

commonly known as 3828 Dempster Street, Skokie, Illinois.

2. **CONGREGATION** is the owner of real property located in the Village of Skokie, described as follows:

LOTS 10, 11, AND 12 IN "ADDITION TO TIMBER RIDGE", BEING A SUBDIVISION OF THE WEST 200 FEET OF THE SOUTH 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

PIN: 10-14-311-050

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commonly known as 3750 Dempster Street, Skokie, Illinois.

3. 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.
4. By the terms of the aforesaid permit, the **TRUSTEE** and **CONGREGATION** are required to install and maintain landscaping in accordance with a plan dated December 19, 2003 approved by the **VILLAGE**.
5. The parties to this Agreement recognize that the installation and maintenance of landscaping is an integral part of the **TRUSTEE** and **CONGREGATION** 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 **TRUSTEE** and **CONGREGATION**.
6. 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.
7. 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.
8. **TRUSTEE** and **CONGREGATION** agree 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 **TRUSTEE** and **CONGREGATION** to comply with the conditions of the permit issued or granted by the **VILLAGE** for the **TRUSTEE** and **CONGREGATION** requested development or use of the property.
9. **TRUSTEE** and **CONGREGATION** 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 **TRUSTEE** and **CONGREGATION** 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.

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10. Failure to maintain the landscaping as required by this Agreement shall be a nuisance. In the event the **TRUSTEE** and **CONGREGATION** fail 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 **TRUSTEE** and **CONGREGATION** 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 **TRUSTEE** and **CONGREGATION** or mail a copy of it by certified mail to the **TRUSTEE** and **CONGREGATION**'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.
11. 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.
12. 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 **TRUSTEE** and **CONGREGATION** for payment. If the **TRUSTEE** and **CONGREGATION** fail 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.
13. In addition to having a lien placed on the subject property, the **VILLAGE** may institute a legal action to collect the amount owed. The **TRUSTEE** and **CONGREGATION** agree to pay the **VILLAGE** a reasonable sum as attorney's fees and court costs.
14. If either party upon the execution of this Agreement or during the course of performance considers that it is necessary to have the **TRUSTEE** and **CONGREGATION** post additional security to guarantee the performance of his obligations hereunder, the **VILLAGE** may require the **TRUSTEE** and **CONGREGATION** 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 **TRUSTEE** and **CONGREGATION** fail to perform any obligation under this Agreement, the **VILLAGE** may, act on behalf of the **TRUSTEE** and **CONGREGATION** and use the proceeds of the cash bond, or

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in the case of a surety bond, require the securities to perform the obligations of this Agreement.

15. The **TRUSTEE** and **CONGREGATION** hereby agree 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.
16. 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**, the **TRUSTEE** and **CONGREGATION** 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 **TRUSTEE** and
CONGREGATION:

Amalgamated Bank of Chicago f/k/a
 Amalgamated Trust & Savings Bank
 Trustee under Trust # 5610
 1 W. Monroe
 Chicago, IL 60603

Congregation Or Torah
 An Illinois not for profit corporation
 3828 Dempster St.
 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.

17. The Parties and the individuals whose signature is affixed to this Agreement, each acting with due authority have executed this Agreement.
18. This Agreement pertains to, runs with the subject property, and shall be binding on the successors, assigns, and heirs in interest.

This Agreement shall be recorded at the **TRUSTEE** and **CONGREGATION**'s expense in the Office of the Recorder of Deeds for County of Cook.

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

Amalgamated Trust & Savings Bank
Trustee under Trust # 5610

VILLAGE OF SKOKIE

By: _____

By: _____
its Village Manager

Title: _____

Congregation Or Torah

ATTEST:

By: _____
Authorized Officer

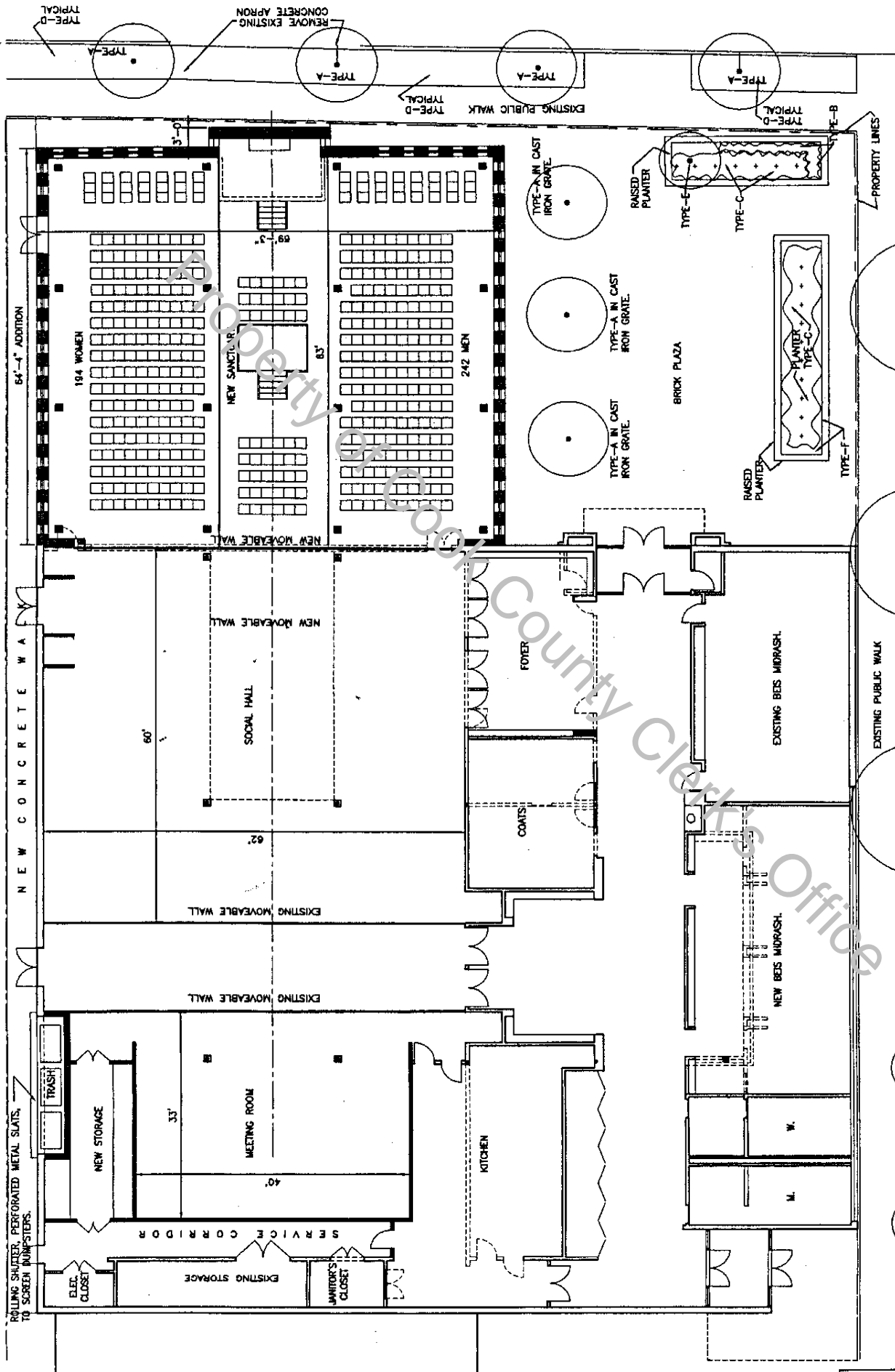
Village Clerk

Title: _____

Property of Cook County Clerk's Office

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

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REVISED: 12-19-03

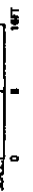
SCHEMATIC GROUND FLOOR PLAN		FILE NO.	8320
ADDITION AND REMODELING FOR CONGREGATION OR TORAH		DATE:	10-28-03
3828 DEMPSTER STREET		DR:	
SKOKIE, ILLINOIS 60076		CHK:	
MICHAEL B. ROSEN ARCHITECT		SHEET NO.	A-1
53 W. JACKSON BLVD. CHICAGO, IL 60604			
312/922-1595 FAX: 312/922-3402			

- PLANTING SCHEDULE:
- A. HONEY LOCUST - GLEDITSA TRACANTHOS - 2 1/2" C.
 - B. JUNIPER - JUNIPERUS CHINENSIS NANUM - 1.5 PER SQ. YD.
 - C. VIBURNUM - VIBURNUM OPULUS NANUM - 3'-0" O.C.
 - D. SOD - BLUE GRASS BLEND
 - E. CRABAPPLE - MALUS ZUMI - 2" C.
 - F. ENGLISH IVY - HEDERA HELIX

D E M P S T E R S T R E E T



GROUND FLOOR AND LANDSCAPE PLAN



UNOFFICIAL COPY

HAMLIN AVENUE

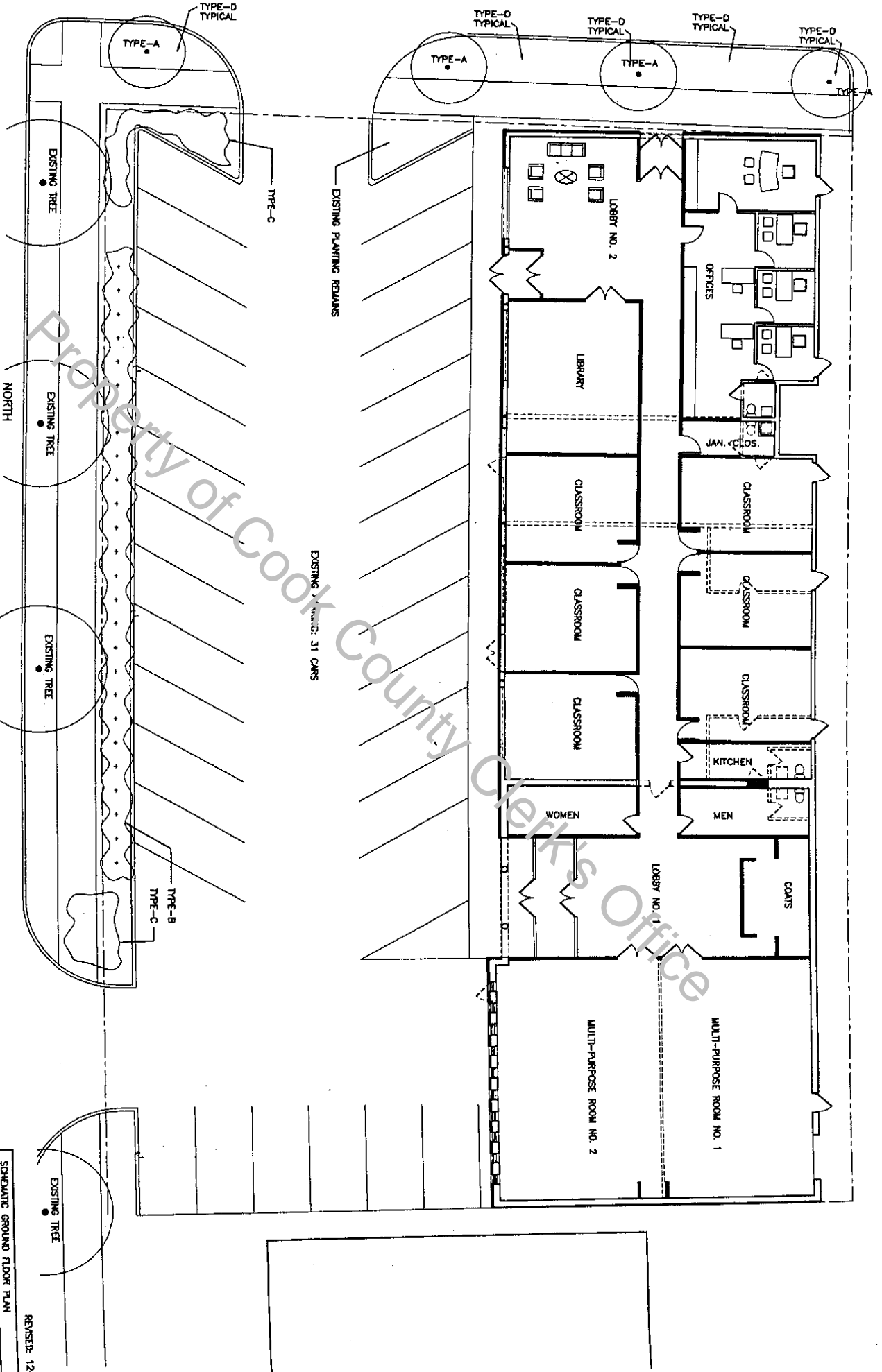
GROUND FLOOR AND LANDSCAPE PLAN

SCALE 0 10 FT



D E M P S T E R S T R E E T

- PLANTING SCHEDULE:**
- A. HONEY LOCUST - 2 - 1 1/2" C.
 - B. AMERICAN ARBORVITAE - 1 - 1/4" O.C., 5' HIGH
 - C. ENGLISH YEW - 1 - 1/4" O.C., 5' HIGH
 - D. SOD - BLUE GRASS BLEND



REVISION 12-19-03

SCHEMATIC GROUND FLOOR PLAN

RENDERED BUILDING FOR CONGREGATION OR TORAH YOUTH CENTER

3750 DEMPSTER STREET
SMOKE, ILLINOIS 60076

MICHAEL B. ROSEN
ARCHITECT

53 W. JACKSON BLVD. CHICAGO, IL 60604
312/922-1595 FAX: 312/922-5402

SHEET NO.

DATE

BY

OR

A-1

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

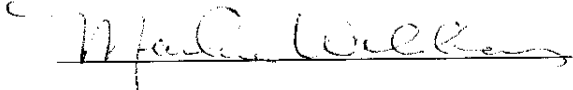
I, MARLENE WILLIAMS, DO HEREBY CERTIFY that I am the regularly elected and acting Clerk of the Village of Skokie, County of Cook and State of Illinois.

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 1st day of March 2004, 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 2nd day of March 2004, was approved by the Mayor and the Village of Skokie on the 1st day of March 2004.

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 4th day of March 2004.


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

(seal)