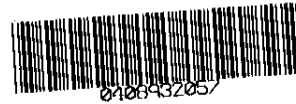


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Prepared by and after recording  
return to:

Joan S. Cherry  
Johnson and Colmar  
300 S. Wacker Drive  
Suite 1000  
Chicago, Illinois 60606



Doc#: 0408932057  
Eugene "Gene" Moore Fee: \$266.00  
Cook County Recorder of Deeds  
Date: 03/29/2004 11:50 AM Pg: 1 of 57

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VILLAGE OF LINCOLNWOOD

ORDINANCE NO. Z2003-228

AN ORDINANCE: AMENDING ORDINANCE Z2000-064 WHICH PREVIOUSLY GRANTED FINAL PLAT APPROVAL FOR A PLANNED UNIT DEVELOPMENT FOR APPROXIMATELY 8.53 ACRES AT PRATT AVENUE AND MCCORMICK BOULEVARD AND AMENDING ORDINANCE Z2003-179 GRANTING EVANSTON NORTHWESTERN HEALTH CARE CORPORATION APPROVAL TO DEVELOP A MEDICAL FACILITY BUILDING AT 6810 MCCORMICK BOULEVARD; AND APPROVING EVANSTON NORTHWESTERN HEALTHCARE CORPORATION'S APPLICATION TO DEVELOP A MONUMENT SIGN TO BE LOCATED AT 6810 MCCORMICK BOULEVARD, ALL IN THE VILLAGE OF LINCOLNWOOD, COOK COUNTY ILLINOIS

ADOPTED BY THE  
PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF LINCOLNWOOD  
THIS FOURTH DAY OF DECEMBER, 2003.

PIN 10-35-203-009  
PIN 10-35-203-010

Published in pamphlet form by  
the authority of the President  
and Board of Trustees of the  
Village of Lincolnwood, Cook  
County, Illinois, this 18<sup>th</sup>  
day of December, 2003.

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ORDINANCE NO. Z2003-228

AN ORDINANCE: AMENDING ORDINANCE Z2000-064 WHICH PREVIOUSLY GRANTED FINAL PLAT APPROVAL FOR A PLANNED UNIT DEVELOPMENT FOR APPROXIMATELY 8.53 ACRES AT PRATT AVENUE AND MCCORMICK BOULEVARD AND AMENDING ORDINANCE Z2003-179 GRANTING EVANSTON NORTHWESTERN HEALTH CARE CORPORATION APPROVAL TO DEVELOP A MEDICAL FACILITY BUILDING AT 6810 MCCORMICK BOULEVARD; AND APPROVING EVANSTON NORTHWESTERN HEALTHCARE CORPORATION'S APPLICATION TO DEVELOP A MONUMENT SIGN TO BE LOCATED AT 6810 MCCORMICK BOULEVARD, ALL IN THE VILLAGE OF LINCOLNWOOD, COOK COUNTY ILLINOIS

WHEREAS, the Village of Lincolnwood ("**Village**"), as a home rule municipality, in accordance with Article VII Section 6(a) of the Constitution of the State of Illinois of 1970, is enacting this Ordinance pursuant to its authority as a home rule unit and pursuant to the Village of Lincolnwood Code of Ordinances ("**Code**") including the Lincolnwood Zoning Ordinance ("**Zoning Ordinance**") which is Chapter 16 of the Code; and

WHEREAS, on March 16, 2000, the Board of Trustees of the Village of Lincolnwood ("**Village Board**") adopted an Ordinance granting final plat approval for a Planned Unit Development (the "**PUD**") entitled *An Ordinance Granting Final Plat Approval For a Planned Unit Development upon Application of TDC Lincolnwood, L.L.C. For Approximately 8.53 Acres At Pratt Avenue and McCormick Boulevard in the Village of Lincolnwood, Cook County, Illinois* ("**Ordinance Z2000-064**" or the "**Final Plat Ordinance**"), a copy of which is attached hereto as **Exhibit "A"** and made a part hereof, for the property legally described in Exhibit B of Ordinance Z2000-064 ("**PUD Property**") and in **Exhibit "B"** attached hereto and made a part hereof; and

WHEREAS, the Final Plat Ordinance establishing the PUD authorized the development of a Dominick's Finer Foods supermarket on one lot of the PUD Property designated as "Lot 1", and a bank or such other use as may be approved by the Board on the adjoining outlot also located on the PUD Property and designated as "Lot 2"; and

WHEREAS, the Village Board of Trustees ("**Board**") in Ordinance Z2003-179 (attached hereto as **Exhibit "C"**), granted Evanston Northwestern Healthcare Corporation ("**Applicant**") an amendment to the PUD for the purpose of developing the (the "**Outlot**" or "**Subject Property**") located on the PUD Property for a medical building facility, and which is legally described in **Exhibit "B"** and the survey ("**Survey**") attached hereto as **Exhibit "D"** and made a part hereof; and

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WHEREAS, Section Six, Paragraph 16 the Final Plat Ordinance provided as follows:

16. No building signage facing Pratt Avenue shall be installed on any building constructed within the PUD and no monument signs other than as shown on the Final PUD Plat shall be installed on the Outlot. No more than 30% of the windows in any structure located in the PUD may be covered by window signage.

WHEREAS, at the time Ordinance Z2003-179 was considered by the Village Board, the Village Board denied Applicant's request for a monument sign on the PUD Property because the signage then proposed would have been combined with a Dominick's sign, the other user on the PUD. Such a combined sign would have provided Dominick's a third monument sign on the PUD Property and the Village Board determined that a combined sign would create visual clutter in the area; and

WHEREAS, Applicant now seeks a further amendment to the PUD to enable it to install a monument sign ("**Monument Sign**") on the Subject Property to be used only by Applicant; and

WHEREAS, a duly noticed public hearing (said "**Notice**" being attached hereto as **Exhibit "E"** and made a part hereof ) was held on November 12, 2003 on the Applicant's application before the Village Plan Commission and Zoning Board of Appeals ("**PC/ZBA**"), all in conformance with the ordinances of the Village and all applicable statutes of the State of Illinois; and

WHEREAS, after the close of the public hearing, the PC/ZBA unanimously recommended approval of the Monument Sign and amendments to the Final Plat Ordinance, and issued its recommendation (the "**PC/ZBA Recommendation**") to the Village Board, a copy of which is attached hereto as **Exhibit "E"** and made a part hereof; and

WHEREAS, the PC/ZBA determined that the Monument Sign will be for Applicant's use only and therefore will not create the visual clutter as would the signage previously proposed for the Subject Property; and

WHEREAS, the Subject Property lies within the Village's Northeast Industrial Tax Increment Financing District ("**NEID TIF District**" or "**District**"), and development of the Monument Sign, as specified herein, will benefit the Village's NEID TIF District and the Village; and

WHEREAS, the Village Board has considered the PC/ZBA Recommendation,

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the recommendations of Village staff, and Applicant's representations at the public hearing and finds that the change in use of the Subject Property described herein is in conformance with the intent of Ordinance Z2000-064 and has determined that amendment of the Final Plat Ordinance and development of the Subject Property, subject to the conditions, stipulations and limitations stated herein, will further the health, safety, and welfare of the Village.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LINCOLNWOOD, COOK COUNTY, ILLINOIS, as follows:

SECTION ONE. That the Preambles to this Ordinance are incorporated by reference into this Section One as if fully set forth herein.

SECTION TWO. That the zoning of the Subject Property shall be further subject to the specific terms, conditions and limitations set forth herein.

SECTION THREE. That the development of the Subject Property shall conform to the following plans, which the Village Board hereby approves:

1. *Site Plan*. "**Site Plan**" prepared by Otis Koglin Wilson Architects, consisting of one page, bearing a most recent revision date of April 2, 2003, and showing the location of the Monument Sign, attached hereto as **Exhibit "G"** and made a part hereof.
2. *Sign Plan*. "**Sign Plan**" consisting of one page and bearing a most recent revision date of September 24, 2003, detailing the design and elevation of the Monument Sign, attached hereto as **Exhibit "H"** and made a part hereof.

SECTION FOUR. That the provisions of Ordinance Z2000-064 and Ordinance Z2003-179 remain in effect except as superseded herein. Except for the foregoing limitation, the development and use of the Subject Property shall remain subject to all terms and conditions of all applicable existing ordinances and regulations of the Village and as they may be amended from time-to-time, without limitation, all ordinances related to the PUD, zoning ordinances, building codes, subdivision regulations and regulations for the construction and design of public improvements.

SECTION FIVE. That any person (person here includes, without limitation, any legal entity such as a corporation, partnership, limited liability company or other entity) who having first been provided notice, and is found to be violating the terms and conditions of this Ordinance, shall be subject to a penalty of not to exceed One

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Thousand Dollars (\$1000.00), with each and every day that the violation of this Ordinance is allowed to remain in effect being deemed a complete and separate offense. In addition, the appropriate authorities of the Village may take such other action as they deem proper to enforce the terms and conditions of this Ordinance, including, without limitation, an action in equity to compel compliance with its terms. That any person violating the terms of this Ordinance shall be subject, in addition to the foregoing penalties, to the payment of court costs and reasonable attorneys' fees incurred by the Village in bringing any enforcement action.

SECTION SIX. That this Ordinance shall automatically terminate and become null and void if Applicant fails to apply to the Village for issuance of a building permit within six (6) months of the execution of this Ordinance, or within such extension of time as may be granted by the Corporate Authorities, at the request of Applicant by motion.

SECTION SEVEN. That, if any provision of this Ordinance is held invalid by a court of competent jurisdiction, such provision shall be stricken from this Ordinance and shall not affect any other provision of this Ordinance.

SECTION EIGHT. That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form, as provided by law, provided a true and correct copy of this Ordinance is executed by Applicant and Dominick's consenting and agreeing to be bound by the terms and conditions of this Ordinance and such executed copy is delivered to the Village within thirty (30) days of the passage and approval of this Ordinance, or within such extension of time as may be granted by the Corporate Authorities by motion.

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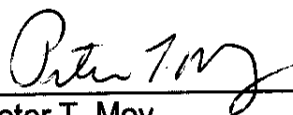
PASSED this 4th day of December, 2003.

AYES: Trustees Salty, Leftaker, Jerry Sprogis, Marsh and Elster

NAYS: Trustee Rebovitz

ABSENT: None

APPROVED this 18<sup>th</sup> day of December, 2003.



Peter T. Moy  
President

ATTEST:



Carol Krikorian  
Village Clerk


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## ACCEPTANCE:

Evanston Northwestern Healthcare Corporation, being the owner of the property legally described within this Ordinance and referred to as the Subject Property, having read a copy of this Ordinance, and having the authority to agree on behalf of Evanston Northwestern Healthcare Corporation, and to execute this Ordinance, does hereby consent and agree to be bound by those terms and conditions of this Ordinance that are applicable to it.

Evanston Northwestern Healthcare Corporation

By   
Its

Attest:

By 

Dated: February, 9, 2004

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## ACCEPTANCE:

Dominick's Finer Foods, Inc., a Safeway Company does hereby consent to the adoption of this ordinance and does hereby accept and concur with the terms of this Ordinance that apply to it.

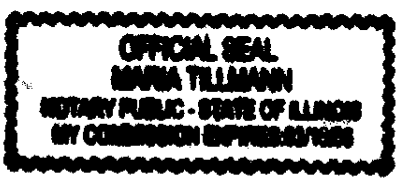
Dominick's Finer Foods, Inc., a Safeway Company

By *Michael F. Mull*  
Its **VICE PRESIDENT**

Attest:

By *Maria Tillmann*

Dated: *February 6*, 200*4*



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Prepared by and after recording  
return to:

Joan S. Cherry  
Johnson and Colmar  
300 S. Wacker Drive  
Suite 1000  
Chicago, Illinois 60606

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VILLAGE OF LINCOLNWOOD

ORDINANCE NO. Z2000- 064

AN ORDINANCE GRANTING FINAL PLAT APPROVAL  
FOR A PLANNED UNIT DEVELOPMENT UPON APPLICATION OF TDC  
LINCOLNWOOD, L.L.C. FOR APPROXIMATELY 8.53 ACRES  
AT PRATT AVENUE AND MCCORMICK BOULEVARD IN THE  
VILLAGE OF LINCOLNWOOD, COOK COUNTY ILLINOIS

ADOPTED BY THE  
PRESIDENT AND BOARD OF TRUSTEES  
OF THE  
VILLAGE OF LINCOLNWOOD  
THIS 16<sup>th</sup> DAY OF March, 2000.

Published in pamphlet form by  
the authority of the President  
and Board of Trustees of the  
Village of Lincolnwood, Cook  
County, Illinois, this 30<sup>th</sup>  
day of March, 2000.

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## ORDINANCE NO. Z2000- 064

**AN ORDINANCE GRANTING FINAL PLAT APPROVAL  
FOR A PLANNED UNIT DEVELOPMENT UPON APPLICATION OF TDC  
LINCOLNWOOD, L.L.C. FOR APPROXIMATELY 8.53 ACRES  
AT PRATT AVENUE AND MCCORMICK BOULEVARD IN THE  
VILLAGE OF LINCOLNWOOD, COOK COUNTY ILLINOIS**

WHEREAS, the Village of Lincolnwood ("Village"), as a home rule municipality, in accordance with Article VII Section 6(a) of the Constitution of the State of Illinois of 1970, is enacting this Ordinance pursuant to its authority as a home rule unit and pursuant to the Village of Lincolnwood Code of Ordinances ("Code") including the Lincolnwood Zoning Ordinance ("Zoning Ordinance") which is Chapter 16 of the Code; and

WHEREAS, on June 17, 1999 the Board of Trustees of the Village of Lincolnwood ("Board") adopted an Ordinance approving a special use for a planned unit development and approving a Preliminary Plat of Planned Unit Development (the "PUD") entitled *An Ordinance Granting Preliminary Plat Approval For a Planned Unit Development upon Application of TDC Lincolnwood, L.L.C. For Approximately 8.53 Acres At Pratt Avenue and McCormick Boulevard in the Village of Lincolnwood, Cook County, Illinois*, for the property hereafter described ("Ordinance Z99-044") a copy of which is attached hereto as Exhibit "A" and made a part hereof by this reference, which was subsequently executed by TDC Lincolnwood, L.L.C. ("Applicant"), Bell & Howell Document Management Products Company ("Bell & Howell"), and Dominick's Finer Foods, Inc. ("Dominick's"); and

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WHEREAS, Applicant seeks approval of a Final Plat of Planned Unit Development for a parcel of land consisting of approximately 8.53 acres, generally bounded by Pratt Avenue on the south, McCormick Boulevard on the east, a west boundary that is approximately 612 feet west of the McCormick Boulevard right of way, and the Lincolnwood Town Center Planned Unit Development on the north. The parcel is generally situated on the northwest corner of Pratt Avenue and McCormick Boulevard and is legally described in Exhibit "B" attached hereto and made a part hereof by this reference (the "Property") and was so described in Ordinance Z99-044; and

WHEREAS, the PUD and the Final Plat of PUD (as hereafter defined) authorize the development of a Dominick's supermarket ("Supermarket") on one lot ("Lot 1") and a bank or such other use as may be approved by the Board on an adjoining outlot (the "Outlot"); and

WHEREAS, adjacent to the Property and immediately to the west line of the Property, bounded on the south by Pratt Avenue and generally on the west by Accurate Threaded Fasteners, and on the north by the Lincolnwood Town Center Planned Unit Development, is an approximately 13.36 acre parcel of land currently containing certain improvements that are occupied by Bell and Howell. Such parcel is legally described in Exhibit "C" attached hereto and made a part hereof by this reference (the "Industrial Parcel"); and

WHEREAS, following the adoption of Ordinance Z99-044, and in accordance with its terms and the Zoning Ordinance, a duly noticed public hearing (said notice

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being attached hereto as Exhibit "D" and made a part hereof by this reference) was held on December 8, 1999 on the Application before the Plan Commission and Zoning Board of Appeals ("PC/ZBA") of the Village, all in conformance with the ordinances of the Village and all applicable statutes of the State of Illinois; and

WHEREAS, after the close of the public hearing, the PC/ZBA in a unanimous vote recommended approval of the Final PUD Plat, and issued its report and recommendation, dated December 8, 1999 (the "PC/ZBA Report"), a copy of which is attached hereto as Exhibit "E" and made a part hereof by this reference; and

WHEREAS, the Property lies within the Village's Northeast Industrial Tax Increment Financing District ("NEID TIF District" or "District") and development of the Property, as specified herein, and the retention of Bell & Howell on the Industrial Parcel will benefit the Village's NEID TIF District and the Village by maximizing revenues from property which is underdeveloped or underutilized; and

WHEREAS, among the Village's stated goals in its Redevelopment Plan and Project for the NEID TIF District which will be furthered by the redevelopment of the Property and the retention of Bell & Howell on the Industrial Parcel are:

- Provide and maintain an attractive community that creates a positive public image and encourages individuals, families and businesses to locate and remain within the community.
- Provide for an enhanced industrial and commercial tax base, reversing any stagnation occurring within the District, and resulting in growth in increased future tax revenue to all affected taxing jurisdictions.
- Maintain the diversity of land uses within the Village which encourages redevelopment that meets the future needs of the Village and which builds upon existing industrial/manufacturing and special development uses.

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- Improve the quality of life of residents through enhanced employment opportunities and improved industrial-related developments.
- Provide jobs and potential business opportunities for community and Village residents.
- Enhance the Village's tax base by conserving the industrial base where feasible and encouraging appropriate redevelopment of blighted or underutilized properties, recognizing the fiscal importance of sales tax revenues.
- Enhance the Village's image and the visual attractiveness of the area by encouraging quality building renovations and redevelopment plans, recognizing the importance of building materials and landscaping enhancements.
- Take cognizance of the changes which have occurred in the industrial sector so that office, service and other appropriate non manufacturing uses may be accommodated.
- Provide for reasonable protection of nearby residential areas.
- Insure that appropriate amenities are provided and that the impact on adjacent area is ameliorated in the case of such redevelopment.

and

WHEREAS, the Board has considered the PC/ZBA Report, the recommendations of Village staff and Village consultants, and Applicant's representations in the public meetings devoted to both preliminary plat approval for the PUD and final plat approval for the PUD (collectively the "Factors"); and

WHEREAS, the Board, after considering the Factors, has determined that approval of the Final PUD Plat, subject to the conditions, stipulations and limitations stated herein, will further the health, safety, and welfare of the Village.

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NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LINCOLNWOOD, COOK COUNTY, ILLINOIS, as follows:

**SECTION ONE.** That the Preambles to this Ordinance are incorporated by reference into this Section One as if fully set forth herein.

**SECTION TWO.** That the zoning of the Property shall be further subject to the specific terms, conditions and limitations set forth herein.

**SECTION THREE.** That the provisions of Ordinance Z99-044 remain in effect except as superseded herein. To the extent of any conflict or inconsistency between the provisions of this Ordinance and the provisions of Ordinance Z99-044 and any of the representations and testimony made by or on behalf of the Applicant at the PC/ZBA public hearing and before the Board, this Ordinance shall control.

**SECTION FOUR.** That the Board does hereby approve:

1. The Final Plat of PUD - Interim Condition and the Final Plat of PUD - Ultimate Condition, each of which has been prepared by Cowhey Gudmunson Leder, Ltd., and each of which consists of one page and bears a most recent revision date of March 1, 2000, which Final Plats of PUD are attached hereto as Exhibit "F-1" and Exhibit "F-2" and made a part hereof by this reference (collectively, the "Final PUD Plat").
2. The final plat of subdivision prepared by Cowhey Gudmunson Leder, Ltd., consisting of two pages and bearing a most recent revision date of March \_\_\_\_, 2000 (the "Final Plat of Subdivision"), which Final Plat of Subdivision is attached hereto as Exhibit "G" and made a part hereof by reference, subject to the following:
  - a. Concurrently with the recording of the Final Plat of Subdivision for the Property, Applicant shall dedicate a 70-foot wide right-of-way to the Village and grant a 10-foot wide roadway and utility easement to the Village, both at no cost to the Village, to further the Village's

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- construction of the East-West Connector Roadway ("East-West Connector Roadway"), as required by Ordinance Z99-044 and as set forth on the Final PUD Plat - Ultimate Condition (Exhibit "F-2");
- b. Concurrently with the recording of the Final Plat of Subdivision, Applicant shall grant an easement to the Village in the northeast corner of the Property for a Business Park Sign and associated landscaping, near the intersection of McCormick Boulevard and the East-West Connector Roadway, which easement shall be governed by and is subject to the terms of the Development Agreement; and
  - c. After the Village Engineer finalizes the geometrics for the East-West Connector Roadway and the Village, Applicant and Dominick's agree upon the final configuration of the right of way for the East-West Connector Roadway, the Final Plat of Subdivision shall be revised to reflect the foregoing, prior to the recording of the Final Plat of Subdivision and without further Board consideration or approval of the same being required.
3. Architectural Statement/Architectural Elevations prepared by Fajardo & Fajardo, consisting of one page, a copy of which is attached hereto as Exhibit "H" and made a part hereof by this reference, with the following additions, changes and conditions:
- a. No "dryvit" or similar material shall be used as a building material in any structure constructed in the PUD;
  - b. The design of the Outlot building shall be of a high quality architectural "Prairie Style" appearance (including the roofline) that is aesthetically pleasing; and
  - c. All structures in the PUD shall be of masonry construction and shall be compatible and unified in architecture and appearance.
4. The Final Landscape Plan and Landscape Detail (reflecting Interim Condition and Ultimate Planting - Connector Road Detail) which has been prepared by HKM Architects & Planners, Inc., consisting of one page and bearing a most recent revision date of February 14, 2000, which Final Landscape Plan (also called Landscape Layout) is attached hereto as Exhibit "I" and made a part hereof by this reference (the "Final Landscape Plan"), subject to the following:

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- a. Applicant shall provide an underground irrigation/sprinkler system as required by Ordinance Z99-044 but said system need not extend to the landscaped parking lot islands located on the Property;
  - b. The Outlot shall be seeded with grass and appropriately maintained until it is developed; and
  - c. The permanent concrete or masonry planters identified on the Final Landscape Plan shall be designed to be compatible with the architecture of the Supermarket and shall be located near the public access points to the Supermarket for the intended purpose of providing seasonal plantings.
5. Site Plan with Illuminance Levels prepared by Cowhey Gudmunson Leder, Ltd. consisting of one page and bearing a most recent date of November 24, 1999, a copy of which is attached hereto as Exhibit "J" and made a part hereof by this reference, subject to the condition that all lighting shall be required to be directed or shielded so as to avoid light spillage, as defined by the Zoning Ordinance, onto residential properties.
  6. Engineering Improvement Plans prepared by Cowhey Gudmundson Leder, Ltd., consisting of ten pages and bearing a most recent revision date of December 5, 1999, copies of which are attached hereto as Exhibit "K" and made a part hereof by this reference, subject to the following additions, changes and conditions:
    - a. The 10" watermain required by Ordinance Z99-044 (paragraph 23 c. 2), shall be dedicated to, and accepted by, the Village after the completion of its construction and the approval of that construction by the Village Engineer;
    - b. Fire hydrants shall be in compliance with the Village Fire Department's Requirements for hydrant design; and
    - c. Applicant shall ensure that fire hydrants are located at approximately 300 foot intervals around structures as approved by the Fire Chief.

**SECTION FIVE.** Any signs to be located in the PUD which are not in compliance with the Village's Sign Ordinance are subject to the review and



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recommendations of the Village Sign Appearance Review Board and the final approval of the Board.

**SECTION SIX.** That Applicant and Dominick's shall develop, own, operate and maintain the PUD in accordance with the following terms and conditions:

1. Applicant and/or Dominick's shall apply to the Village for issuance of building permits within six (6) months of the recording of the Final PUD Plat and Final Plat of Subdivision for the Property. The Final Plat of Subdivision shall conform to the requirements of the Illinois Plat Act, the provisions of Ordinance Z99-044 and the provisions of this Ordinance.
2. Prior to the recording of the Final Plat of Subdivision, a mutually acceptable development agreement (the "Development Agreement") shall be negotiated and executed by Applicant, Dominick's and the Village, to be approved by the Board, which Development Agreement shall be recorded against title to the Property.
3. Neither Applicant nor Dominick's shall seek any sales tax or real estate tax incentives from the Village in furtherance of the development of the PUD.
4. No additional outlots shall be created within the PUD except for the Outlot, which Outlot shall be devoted only to bank use or such other use as may be approved by the Board. There shall be cross-easements created to provide ingress and egress to the Outlot on either the Final Plat of Subdivision or in the Declaration of Covenants, Conditions, Restrictions and Easements (the "Declaration") recorded against the Property.
5. Neither the Supermarket, nor the bank or other Board approved use to be located on the Outlot, shall be open to the public on a 24 hour-a-day basis. The Supermarket shall not be open to the public from 11:00 p.m. to 7:00 a.m. There shall be no deliveries to the Supermarket before 7:00 a.m. or after 10:00 p.m. The hours of the bank, excluding any self-contained or outdoor ATM, or other Board approved use established on the Outlot, shall not exceed the hours for the Supermarket.
6. All parking lot lighting (other than security lighting) shall be turned off by 12:00 a.m.

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7. The following regulations shall apply to trucks:
- a. All trucks servicing the Supermarket shall be prohibited from using Pratt Avenue for ingress and egress. All such truck ingress and egress shall be from the East-West Connector Roadway. Dominick's shall periodically inform all of its suppliers, in writing, of such restrictions. Signs shall be installed on the Property at appropriate points which advise of these restrictions.
  - b. Parking and loading restrictions:
    1. there shall be no overnight truck parking in the PUD except in designated loading dock areas; and
    2. no engine idling shall occur between the hours of 10:00 p.m. to 7:00 a.m.; and
    3. truck deliveries shall be restricted to the hours of 7:00 a.m. to 10:00 p.m.
8. Prior to recording the Final Plat of Subdivision for the Property, the owner of the Property shall enter into a Traffic Regulation Agreement with the Village pursuant to Section 11-209 of the Illinois Vehicle Code (605 ILCS 0/11-209) and Section 1-1-7 of the Illinois Municipal Code (65 ILCS 5/1-1-7) that establishes the Village's right to enforce, among other traffic regulations, the restrictions set forth in this Ordinance and Ordinance Z99-044 (including, by way of example, through ticketing and fines).
9. There shall be no shared access drive between the PUD and the Industrial Parcel.
10. On or about the 6-month anniversary of the opening for business of the Supermarket, the Village Administrator shall file a report with the Board prepared by the Village's traffic consultant that identifies traffic problems, if any, then being experienced as a result of the generation of traffic from the Property: (i) at the intersection of Pratt Avenue and McCormick Boulevard; and (ii) at the Pratt Avenue entrance to/exit from the Property; or (iii) in the residential neighborhood situated to the south of the Property. The Board shall consider the Administrator's report, and based on such report the Board may require implementation of one or more of the following actions:

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- a. The Board may require Dominick's to provide sufficient traffic control personnel, on an ongoing basis and at Dominick's expense, to the extent determined necessary by the Board to alleviate traffic congestion;
  - b. Within nine (9) months of the opening for business of the Supermarket, the Board may, at Applicant's expense, require Applicant to construct a right-turn deceleration lane for westbound traffic up to 100 feet east of the Pratt Avenue entrance to the PUD. Failure of the Village to give Applicant notice of the need for the construction of such right turn lane within the said nine (9) month period shall terminate Applicant's obligations under this subparagraph b; and
  - c. If it is found that "cut-through" traffic exists in the residential neighborhood situated to the south of the Property as a result of the generation of traffic from the PUD, the Board may require Dominick's to provide a traffic calming device on the south side of the Kimball/Pratt Avenue intersection allowing right-turn in and right-turn out turning maneuvers only.
11. After the 12-month anniversary of the opening for business of the Supermarket, the Streets and Alleys Committee of the Board, in consultation with Dominick's and the village's traffic engineer, shall recommend alternative traffic calming devices, parking restrictions, or alternate solutions if the same are then deemed necessary to mitigate identified traffic problems. Any such traffic restrictions, calming devices or alternate solutions which are shown to be necessary as a result of the use and development of the Property shall be at Dominick's expense.
  12. The following shall apply to certain traffic improvements:
    - a. The right-turn deceleration lane at the intersection of McCormick Boulevard and Pratt Avenue and the site access improvements recommended in Applicant's Traffic Report, prepared by Metro Transportation Group and dated April 1999 shall be constructed by Applicant at its sole expense, subject to IDOT approval, prior to issuance of a certificate of occupancy for the Supermarket; and
    - b. A right-turn deceleration lane at the intersection at McCormick Boulevard and the East-West Connector Roadway, shall be constructed by Applicant, at its sole expense. Applicant's obligations under this subparagraph b. shall terminate if the

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required right-of-way is not available as of the date of issuance of a certificate of occupancy for the Supermarket.

13. No parking lot or drive aisle improvements shall be constructed on Lot 1 within 100 feet of the northerly right-of-way line of Pratt Avenue and no parking lot or drive aisle improvements shall be constructed on the Outlot within 40 feet of the northerly right-of-way line of Pratt Avenue. All the areas within these setbacks shall be landscaped and maintained as required in this Ordinance.
14. Applicant and Dominick's shall maintain the PUD in the following manner:
- a. Applicant shall perpetually maintain all landscaping on the Outlot in a first-class condition, at its sole cost and expense, and Dominick's shall perpetually maintain all landscaping on Lot 1 in a first-class condition, at its sole cost and expense, in accordance with the Declaration, and as follows:
    - i. Mow, water, fertilize, weed, edge, trim, cultivate, replant and replace all landscaping consistent with commonly accepted horticultural and arboricultural practices;
    - ii. Promptly remove any diseased or dead plant material such as flowers, vegetation, trees or shrubs and install an equal number of replacement landscaping materials of the same or very closely related species at a size no smaller than delineated on the Final Landscape Plan, unless specifically approved otherwise by the Village; and
    - iii. To ensure continued compliance with the Final Landscape Plan, once annually during the growing season, the Village shall inspect the Property to ensure that all landscaping is being maintained as required by this Ordinance. The Village shall issue a written report to Applicant with respect to the Outlot and to Dominick's with respect to Lot 1 noting any deficiencies or variance from the landscaping requirements under this Ordinance. Applicant, with respect to the Outlot, and Dominick's, with respect to Lot 1, shall cure any noted deficiencies or variances therefrom within 30 days of such notice, weather permitting. Applicant and Dominick's shall not be required to cure such deficiencies from November through March and such time to comply may be further extended by the Village in extreme or unusual

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situations of prolonged inclement weather.

- b. Applicant shall perpetually maintain the Outlot and any structures located on the Outlot in a first-class condition, at its sole cost and expense, and Dominick's shall perpetually maintain Lot 1 and any structures located on Lot 1 (subject to the provisions herein set forth) in a first-class condition, at its sole cost and expense, according to the following:
- i. repair, replace, clean, clear and maintain the interior roadway and drive aisles including without limitation: cleaning, snow removal, striping, lighting, drainage, curb and gutter maintenance, resurfacing and landscaping, when and as required;
  - ii. maintain, repair and restore all parking areas as specified herein, together with related driveways and sidewalks. Maintenance, repair and restoration of parking lot areas shall include, without limitation: cleaning; snow removal; striping; lighting; drainage; and curb and gutter maintenance and resurfacing, when and as required;
  - iii. repair, replace, clean and relamp all internally lit exterior signs (excluding the Village Business Park sign) and lighting fixtures;
  - iv. repair, replace, renew and clean all signs, entrance monuments and markers (excluding the Village Business Park sign), and traffic control signs in accordance with the Village's Sign Ordinance;
  - v. periodically throughout the operating hours of the businesses located in the PUD, and at the close of business each day, remove: 1) all shopping carts from the parking areas of the PUD; and 2) remove all paper, litter, refuse and debris from parking and landscaped areas of the PUD; and
  - vi. maintain, repair and replace the detention ponds situated on the Property in a safe, clean and sightly condition.
- c. Dominick's shall maintain and repair all watermains and sanitary mains constructed on Lot 1 that are not dedicated to the Village. Applicant shall maintain and repair all watermains and sanitary

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sewer mains constructed on the Outlot that are not are dedicated to the Village. If any portion of such watermains or sanitary mains are damaged, Applicant or Dominick's, as applicable, shall promptly restore such mains to the condition existing prior to such damage, at its sole cost and expense.

If Applicant and/or Dominick's fail to properly and adequately maintain watermains or sanitary mains situated on the Property as hereinabove provided, the Village, following reasonable notice to the Applicant or Dominick's, as the case may be, may undertake such maintenance on its own behalf at the expense of the Applicant or Dominick's, as applicable.

- d. If any structure located on the Outlot is damaged or destroyed, Applicant, at its sole cost and expense, shall promptly restore the same to the condition existing prior to such damage or destruction or, in the alternative, raze and remove such structure and landscape the Outlot pursuant to a landscaping plan approved by the Board. If the Supermarket is damaged or destroyed, Dominick's, at its sole cost and expense, shall promptly restore the same to the condition existing prior to such damage or destruction, or, in the alternative, raze and remove the Supermarket and landscape Lot 1 pursuant to a landscaping plan approved by the Board.
- e. Applicant and/or Dominick's shall maintain, operate and manage, or cause the maintenance, operation and management of, all other facilities and improvements located on their respective parcels not specifically mentioned above, including, but not limited to, all storm sewers and the detention ponds required by the Village to be maintained under this Ordinance, or otherwise in accordance with the Development Agreement, the Final PUD Plat, the Final Plat of Subdivision and the Engineering Improvement Plans described above.
- f. If Applicant shall fail to maintain the Outlot as required herein, or Dominick's shall fail to maintain Lot 1 as required herein, the Village may give notice to Applicant and/or Dominick's specifying the manner in which Applicant and/or Dominick's has failed to perform its maintenance responsibilities and if the Applicant or Dominick's refuses or fails to undertake, or to complete, said maintenance within thirty (30) days following such notice, but subject to *force majeure*, the Village may, but shall not be obligated

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to, perform such maintenance. In the event the Village undertakes such maintenance, the Village shall not be precluded from pursuing any other legal or equitable remedy to ensure enforcement of Village ordinances, and shall not be liable or responsible to Applicant for any losses or damages thereby sustained by Applicant or anyone claiming by, through or under Applicant and/or Dominick's except for gross negligence or wanton or willful misconduct, but only in accordance with the Illinois Local Governmental and Governmental Employees Tort Immunity Act, or other similar law providing governmental tort immunity. In the event the Village undertakes the maintenance, the cost shall be borne and paid by Applicant and/or Dominick's, as appropriate, within thirty (30) days of the rendering of a statement which shall specify the details of the work performed and the costs thereof. Such statement may include a charge of the direct costs of undertaking and completing the maintenance in order to defray the administrative expenses incurred by the Village in connection with performing such maintenance.

- g. Neither Dominick's nor Applicant shall be responsible for the default of the other party under this Paragraph 14.
15. Neither Applicant nor Dominick's shall at any time petition for, seek, or advocate the extension of Pratt Avenue over the Water Reclamation District canal situated to the east of McCormick Boulevard.
  16. No building signage facing Pratt Avenue shall be installed on any building constructed within the PUD and no monument signs other than as shown on the Final PUD Plat shall be installed on the Outlot. No more than 30% of the windows in any structure located in the PUD may be covered by window signage.
  17. The Supermarket shall not exceed 62,400 square feet in size and the bank building on the Outlot shall not exceed 6,000 square feet in size.
  18. The height of any structure located in the PUD shall not exceed 35 feet.
  19. HVAC equipment located on any structure in the PUD shall be screened and not visible from the street.
  20. No outdoor sales of seasonal goods (i.e., flowers and plant materials) shall occur on the PUD at any location other than the location depicted for the same on the Final PUD Plat.

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21. **Maximum seating of any in-store restaurant area shall not exceed 80 seats.**
22. **There shall be no permanent or overnight outdoor storage of shopping carts at the Supermarket.**
23. **Garbage, refuse and recyclables from buildings within the PUD shall be stored in containers, and shall be disposed of by Dominick's or Applicant at their cost. Storage of such materials shall be in areas screened by masonry, and disposal shall be made at such times and in such a manner to not create or permit any unhealthy or unsightly conditions to be maintained. There shall be no outdoor storage outside the screened areas of trash, rubbish or recyclable materials for any structure located in the PUD.**
24. **All existing and any new stormwater sewer connections serving the Property shall, within a nine (9) month period after the Village acquires the right to use the 54" Main, be directed and/or redirected to the 54" Main except for the storm drain connections existing as of the date of this Ordinance at the Pratt Avenue entrance to the PUD, as depicted on the Engineering Improvement Plans, which storm drains shall continue to be connected to the Village storm sewer main lying in the right-of-way of Pratt Avenue.**
25. **Dominick's shall provide and maintain security personnel, facilities and equipment for the Supermarket on a regular and ongoing basis. Security plans for the Supermarket shall be reviewed by Dominick's and the Village's Police Chief six (6) months after the opening of the Supermarket.**
26. **Applicant shall reimburse the Village, as billed, for the cost of engineering, legal and other consulting and professional services as incurred by the Village during the final plat procedures. Applicant shall pay for the cost of all necessary governmental permits and approvals (whether to be issued by the Village or by other governmental bodies and agencies), but not including such costs to the extent that they relate to the construction of the East-West Connector Roadway or to the traffic signal that is to be installed at the intersection of the East-West Connector Roadway and McCormick Boulevard.**
27. **Concurrently with the recording of the Final Plat of Subdivision, Applicant shall grant easements to the Village for access; utilities; signage; and stormwater management improvements, as and to the extent set forth in the Development Agreement.**



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28. No building permits for either the Supermarket or the bank or any building constructed on the Outlot, shall be issued until the Final PUD Plat has been recorded in accordance with the Zoning Ordinance. This provision shall not prohibit application for or issuance of permits to demolish improvements located on the Property at the time of the adoption of this Ordinance, or to commence site work on the Property. The Village will review the applications for and reasonably grant permits for such demolition and required site work.
29. Prior to the recording of the Final Plat of Subdivision, Applicant shall post with the Village a subdivider's bond or an unconditional and irrevocable letter of credit to guarantee construction of those improvements that are to be constructed by Applicant pursuant to this Ordinance for which security must be posted as required by the Village Code, to wit: roads; curbs; gutters; street lights; street signs; water mains; storm sewers; sanitary sewers; and stormwater detention ponds. The subdivider's bond or letter of credit shall be in a form acceptable to the Village Attorney and shall be sufficient to cover the full cost of the aforesaid improvements as reasonably estimated by the Village Engineer, plus ten percent (10%).
30. Prior to acceptance of required public facilities and improvements that are to be accepted by the Village, Applicant shall deposit with the Village, either cash, a maintenance bond, or an unconditional and irrevocable letter of credit, in favor of the Village and in a form acceptable to the Village Attorney, in the amount of fifteen percent (15%) of the cost of such public facilities and improvements. Such cash, maintenance bond or letter of credit shall guarantee that said public facilities and improvements have been constructed free of defects in workmanship and materials. Said cash, maintenance bond or letter of credit shall be held by the Village for a period of eighteen (18) months from the date of acceptance of the facilities by the Village. After such eighteen (18) months, the cash, maintenance bond or letter of credit shall be returned to Applicant if no defects have developed, or if any defects have developed and Applicant has failed to correct such defects after receipt of notice of such defects given prior to expiration of such eighteen (18) month period, then the balance of such cash, maintenance bond or letter of credit shall be returned to Applicant after reimbursement to the Village for amounts expended in correcting defective facilities.
31. A final construction schedule for PUD site work and construction of the Supermarket shall be submitted as part of the Development Agreement.

**SECTION SEVEN.** That, upon the failure of Applicant or Dominick's to comply

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with any or all of the material conditions, restrictions or provisions of this Ordinance, the special use for planned unit development approved by Ordinance Z99-044 shall, at the sole discretion of the Board by ordinance duly adopted, be revoked and become null and void, provided however, that the Board shall not so revoke the special use permit unless it first provides Applicant and Dominick's, and any first mortgagees of the Property (provided Applicant and Dominick's have theretofore provided the Village with proper notice of the name and address of any such first mortgagees), with written notice of the reasons for revocation and a thirty (30) day opportunity to cure deficiencies. In the event that neither Applicant, Dominick's nor said first mortgagees cures the deficiencies within that thirty (30) day period, subject to *force majeure* extensions, the Board shall give Applicant, Dominick's and said first mortgagees thirty (30) days advance written notice and an opportunity to be heard at a regular meeting of the Board. In the event the Board revokes the special use, the development and use of the PUD shall be governed by the rules and regulations applicable to the "M" Manufacturing District, as the same may, from time to time, be amended. In the event of the revocation of the said special use permit, the Village Attorney is hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances. Applicant and Dominick's acknowledge that a public hearing pursuant to public notice has been held with respect to the adoption of this Ordinance, have considered the possibility of the revocation provided for in this paragraph and agree not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the notices to Applicant and

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Dominick's required by this paragraph are given, and such parties are afforded the right to cure hereinabove provided for.

SECTION EIGHT. That nothing herein shall be deemed to waive any other covenants and conditions which are applicable to the PUD.

SECTION NINE. That any changes or amendments to the PUD shall be by the procedures established in the Code and the Zoning Ordinance and are subject to the standards and limitations set forth therein.

SECTION TEN. That the terms of this Ordinance shall inure to the benefit of and be binding on Applicant, Dominick's and their respective successors and assigns and upon successor grantees of the Property. Notwithstanding the foregoing: (1) Applicant shall be relieved from all liability hereunder after (a) with respect to Lot 1, issuance of a final certificate of occupancy for the Supermarket, and (b) with respect to the Outlot, the sale of the Outlot to a *bona fide* third party purchaser provided that such purchaser fully assumes Applicant's obligations hereunder relating to the Outlot and delivers evidence of such assumption to the Village; and (2) Dominick's shall be relieved from all liability hereunder after the sale of Lot 1 to a *bona fide* third party purchaser provided that such purchaser fully assumes Dominick's obligations hereunder relating to Lot 1 and delivers evidence of such assumption to the Village. However, neither Applicant nor Dominick's, unless agreed to in writing by the Village, shall be relieved of any liability to the Village: (x) that has accrued, but has not been assumed by a successor prior to or at the time of any transfer or sale as described in subsections (1) and (2) of this Section Ten; or (y) that is to survive any such transfer or

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sale pursuant to the terms of this Ordinance, Ordinance Z99-044 or the Development Agreement (e.g., liabilities under instruments of security that have been deposited with the Village pursuant to Section Six, Paragraphs 29 and 30 above).

**SECTION ELEVEN.** That the specific terms and conditions of this Ordinance shall prevail against currently existing or subsequently adopted ordinances of the Village to the extent that there might be any conflict. Except for the foregoing limitation, the development of the Property shall be subject to, and nothing herein shall be deemed or construed to relieve Applicant or Dominick's from, all terms and conditions of applicable existing ordinances and regulations, and as they may be amended from time to time, of the Village of Lincolnwood, including, without limitation, zoning ordinances, building and safety codes, subdivision regulations, the Village's Sign Ordinance (Code 12-2-1 *et seq.*) and regulations governing the construction and design of public improvements.

**SECTION TWELVE.** That any person (person here includes, without limitation, any legal entity such as a corporation, partnership, limited liability company or other entity) who having first been provided notice, and is found to be violating the terms and conditions of this Ordinance, shall be subject to a penalty of not to exceed Seven Hundred and Fifty Dollars (\$750.00), with each and every day that the violation of this Ordinance is allowed to remain in effect being deemed a complete and separate offense. In addition, the appropriate authorities of the Village may take such other action as they deem proper to enforce the terms and conditions of this Ordinance, including, without limitation, an action in equity to compel compliance with its terms.

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That any person violating the terms of this Ordinance shall be subject, in addition to the foregoing penalties, to the payment of court costs and reasonable attorneys' fees incurred by the Village in bringing any enforcement action.

**SECTION THIRTEEN.** This Ordinance and Ordinance Z99-044, as they apply to Applicant and Dominick's, shall automatically terminate and become null and void if neither Applicant nor Dominick's applies to the Village for issuance of a building permit within six (6) months of the recording of the Final PUD Plat and the Final Plat of Subdivision, or within such extension of time as may be granted by the Corporate Authorities, at the request of Applicant and/or Dominick's by motion. The application of the terms of this Ordinance to Applicant and Dominick's is contingent upon the acquisition of Lot 1 by Dominick's.

**SECTION FOURTEEN.** That, if any provision of this Ordinance is held invalid by a court of competent jurisdiction, such provision shall be stricken from this Ordinance and shall not affect any other provision of this Ordinance.

**SECTION FIFTEEN.** That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form, as provided by law, provided a true and correct copy of this Ordinance is executed by Applicant and Dominick's consenting and agreeing to be bound by the terms and conditions of this Ordinance and such executed copy is delivered to the Village within sixty (60) days of the passage and approval of this Ordinance, or within such extension of time as may be granted by the Corporate Authorities by motion.

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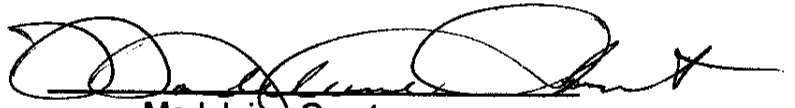
PASSED this 16<sup>th</sup> day of March 2000.

AYES: *Trustee Froman, Cousin, Moy & Leftakes*

NAYS: *Trustee Elster*


ABSENT: *Trustee Surry*

APPROVED this 30<sup>th</sup> day of March, 2000.



Madeleine Grant  
Village President

ATTESTED AND FILED IN MY OFFICE:



Georgia A. Talaganis  
Village Clerk

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TDC Lincolnwood, L.L.C., being the contract purchaser of the property legally described within this Ordinance and referred to as the Property, having read a copy of this Ordinance, and having the authority to agree on behalf of TDC Lincolnwood, L.L.C., and to execute this Ordinance, does hereby consent and agree to be bound by those terms and conditions of this Ordinance that are applicable to it.

TDC Lincolnwood, L.L.C.

By \_\_\_\_\_  
Its Manager

Dated: March \_\_\_\_\_, 2000

Dominick's Finer Foods, Inc., being the proposed purchaser of Lot 1 referred to within this Ordinance, having read a copy of this Ordinance, and having the authority to agree on behalf of Dominick's Finer Foods, Inc., and to execute this Ordinance, does hereby consent and agree to be bound by those terms and conditions of this Ordinance that are applicable to it.

Dominick's Finer Foods, Inc.

By \_\_\_\_\_  
Its

Dated: March \_\_\_\_\_, 2000

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## EXHIBIT B LEGAL DESCRIPTION OF PUD

A parcel of land in the northeast 1/4 of Section 35, Township 14 North, Range 13 East, of the Third Principal Meridian, in Cook County, Illinois, being more particularly described as follows:

Commencing at the southeast corner of the Northeast 1/4 of Section 35, Township 41 North, Range 13 East, thence northwesterly along the West line of the Northeast 1/4 of said section N 00° 14' 59" W for a distance of 1316.39 feet to a point; thence N 88° 10' 15" E for a distance of 1513.97 feet to the Point of Beginning; thence continue along the last described course N 88° 10' 15" E for a distance of 612.71 feet to a point on the west right-of-way of McCormick Boulevard; thence S 00° 03' 31" E for a distance of 597.30 feet to a point at the northwest intersection of McCormick Boulevard and Pratt Avenue; thence S 44° 02' 00" W 28.73 feet to a point on the north right-of-way of Pratt Avenue; thence S 88° 07' 30" W 572.81 feet along the north right-of-way of Pratt Avenue; thence leaving the north right-of-way of Pratt Avenue N 01° 54' 22" W for a distance of 617.48 feet to the Point of Beginning. Said parcel contains 8.53 Acres, more or less.

## LEGAL DESCRIPTION OF SUBJECT PROPERTY

### PARCEL 1:

Lot 2 in the Bell and Howell Subdivision, the Plat of which was recorded September 26, 2001 as document number 0010897332 being a subdivision in the Northeast Section 35, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County Illinois.

### PARCEL 2:

Non-exclusive easements to connect the water main and storm sewer in favor of parcel 1 as created by amended and restated Declaration of Easements and covenants dated June 28, 2000, and recorded July 12, 2000, as document 00517421 by and between Centerpoint Properties Trust and Centerpoint Realty Services Corporation. Over the property listed therein in Exhibit "C" and set forth in the Plat of Subdivision recorded as document 0010897332 (Not Plottable).

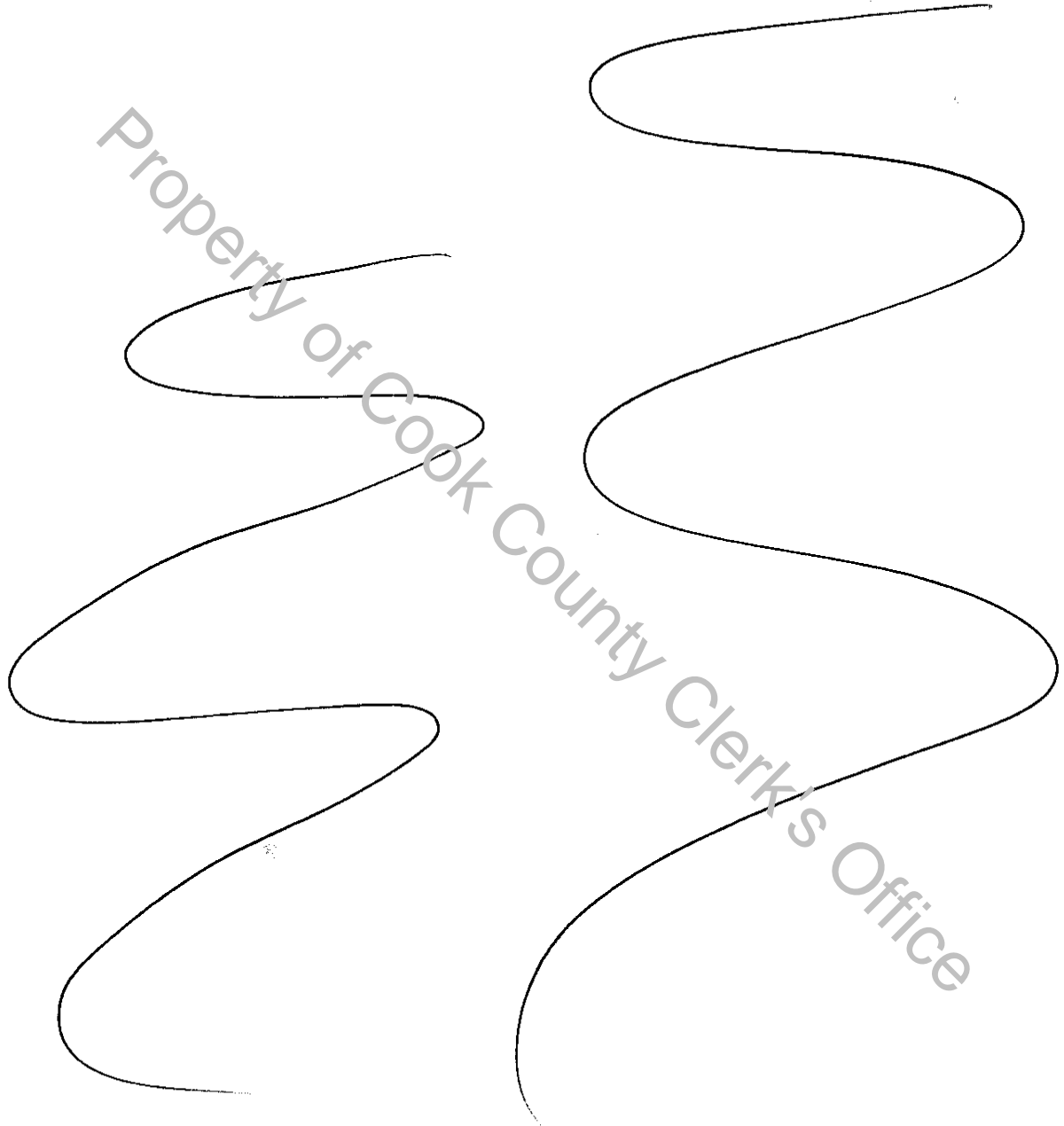
### PARCEL 3:

Non-exclusive easement for the benefit of parcel 1, for pedestrian and vehicular use and the right and privilege to use all of the common areas of Lot 1 in the Bell & Howell Subdivision, the Plat of which was in the Northeast quarter of Section 35, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, for the purpose of ingress and egress, Deliveries, trash removal and providing access to and from public and private rights-of-way and for public and private utility services in connection with the use of parcel 1, as created by the Declaration of Easements, Covenants, Conditions and Restrictions dated June 28, 2000 and recorded October 12, 2001 as document 0010949645 (Not Plottable).



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## EXHIBIT C ORDINANCE Z2003-179



Execution Copy 6810 McCormick Blvd. 12-4-2003

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## EXHIBIT ATTACHED

Prepared by and after recording  
return to:

Joan S. Cherry  
Johnson and Colinar  
300 S. Wacker Drive  
Suite 1000  
Chicago, Illinois 60606

*This space reserved for Recorder's use only.*

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. Z2003-179

AN ORDINANCE: AMENDING ORDINANCE Z2000-064 WHICH PREVIOUSLY GRANTED FINAL PLAT APPROVAL FOR A PLANNED UNIT DEVELOPMENT FOR APPROXIMATELY 6.53 ACRES AT PRATT AVENUE AND MCCORMICK BOULEVARD IN THE VILLAGE OF LINCOLNWOOD, COOK COUNTY ILLINOIS; AND APPROVING EVANSTON NORTHWESTERN HEALTHCARE CORPORATION'S APPLICATION TO DEVELOP 6810 MCCORMICK BOULEVARD AS A MEDICAL OFFICE BUILDING

PIN 10-35-203-010-0000

ADOPTED BY THE  
PRESIDENT AND BOARD OF TRUSTEES  
OF THE  
VILLAGE OF LINCOLNWOOD  
THIS SIXTEENTH DAY OF JANUARY, 2003.

Published in pamphlet form by  
the authority of the President  
and Board of Trustees of the  
Village of Lincolnwood, Cook  
County, Illinois, this 30th  
day of January, 2003.

Final Ord PC/ZBA 1-14-03

5/7/03 6 copy 799 Pages

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ORDINANCE NO., Z2003-179

AN ORDINANCE: AMENDING ORDINANCE Z2000-064 WHICH PREVIOUSLY GRANTED FINAL PLAT APPROVAL FOR A PLANNED UNIT DEVELOPMENT FOR APPROXIMATELY 8.53 ACRES AT PRATT AVENUE AND MCCORMICK BOULEVARD IN THE VILLAGE OF LINCOLNWOOD, COOK COUNTY ILLINOIS; AND APPROVING EVANSTON NORTHWESTERN HEALTHCARE CORPORATION'S APPLICATION TO DEVELOP 6810 MCCORMICK BOULEVARD AS A MEDICAL OFFICE BUILDING

WHEREAS, the Village of Lincolnwood ("**Village**"), as a home rule municipality, in accordance with Article VII Section 6(a) of the Constitution of the State of Illinois of 1970, is enacting this Ordinance pursuant to its authority as a home rule unit and pursuant to the Village of Lincolnwood Code of Ordinances ("**Code**") including the Lincolnwood Zoning Ordinance ("**Zoning Ordinance**") which is Chapter 16 of the Code; and

WHEREAS, on March 16, 2000, the Board of Trustees of the Village of Lincolnwood ("**Village Board**") adopted an Ordinance granting final plat approval for a Planned Unit Development (the "**PUD**") entitled *An Ordinance Granting Final Plat Approval For a Planned Unit Development upon Application of TDC Lincolnwood, L.L.C. For Approximately 8.53 Acres At Pratt Avenue and McCormick Boulevard in the Village of Lincolnwood, Cook County, Illinois* ("**Ordinance Z2000-064**" or the "**Final Plat Ordinance**"), a copy of which is attached hereto as **Exhibit "A"** and made a part hereof, for the property described in Exhibit B of Ordinance Z2000-064 ("**PUD Property**") and in **Exhibit "B"** attached hereto and made a part hereof; and

WHEREAS, the Final Plat Ordinance establishing the PUD authorized the

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development of a Dominick's Finer Foods supermarket on one lot of the PUD Property designated as "Lot 1", and a bank or such other use as may be approved by the Board on the adjoining outlot also located on the PUD Property and designated as "Lot 2"; and

WHEREAS, Evanston Northwestern Healthcare Corporation ("**Applicant**") seeks approval of an amendment to the PUD for the purpose of developing the currently vacant and undeveloped outlot (the "**Outlot**" or "**Subject Property**") which is located on the PUD Property and which is legally described in **Exhibit B** and **Exhibit L** (defined herein below) attached hereto and made a part hereof; and

WHEREAS, a duly noticed public hearing (said "**Notice**" being attached hereto as **Exhibit "C"** and made a part hereof ) was held on December 11, 2002 on the Applicant's application before the Village Plan Commission and Zoning Board of Appeals ("**PC/ZBA**"), all in conformance with the ordinances of the Village and all applicable statutes of the State of Illinois; and

WHEREAS, after the close of the public hearing, the PC/ZBA unanimously recommended approval of certain amendments to the Final Plat Ordinance, and recommended certain conditions, and issued recommendations (the "**PC/ZBA Recommendations**"), a copy of which is attached hereto as **Exhibit "D"** and made a part hereof; and

WHEREAS, the Subject Property lies within the Village's Northeast Industrial Tax Increment Financing District ("**NEID TIF District**" or "**District**"), and development of the Outlot, as specified herein, will benefit the Village's NEID TIF District and the Village by maximizing revenues from property which is underdeveloped or underutilized; and

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WHEREAS, among the Village's stated goals in its Redevelopment Plan and Project for the NEID TIF District which will be furthered by the redevelopment of the Subject Property are:

- Provide and maintain an attractive community that creates a positive public image and encourages individuals, families and businesses to locate and remain within the community.
- Provide for an enhanced industrial and commercial tax base, reversing any stagnation occurring within the District, and resulting in growth in increased future tax revenue to all affected taxing jurisdictions.
- Maintain the diversity of land uses within the Village which encourages redevelopment that meets the future needs of the Village and which builds upon existing industrial/manufacturing and special development uses.
- Improve the quality of life of residents through enhanced employment opportunities and improved industrial-related developments.
- Provide jobs and potential business opportunities for community and Village residents.
- Enhance the Village's tax base by conserving the industrial base where feasible and encouraging appropriate redevelopment of blighted or underutilized properties, recognizing the fiscal importance of sales tax revenues.
- Enhance the Village's image and the visual attractiveness of the area by encouraging quality building renovations and redevelopment plans, recognizing the importance of building materials and landscaping enhancements.
- Take cognizance of the changes which have occurred in the industrial sector so that office, service and other appropriate non manufacturing uses may be accommodated.
- Provide for reasonable protection of nearby residential areas.
- Insure that appropriate amenities are provided and that the impact on the adjacent area is ameliorated in the case of such redevelopment.

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and

WHEREAS, the Village Board has considered the PC/ZBA Report, the recommendations of Village staff, and Applicant's representations at the public hearing and finds that the change in use of the Subject Property described herein is in conformance with the intent of Ordinance Z2000-064 and has determined that amendment of the Final Plat Ordinance and development of the Subject Property, subject to the conditions, stipulations and limitations stated herein, will further the health, safety, and welfare of the Village.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LINCOLNWOOD, COOK COUNTY, ILLINOIS, as follows:

SECTION ONE. That the Presambles to this Ordinance are incorporated by reference into this Section One as if fully set forth herein.

SECTION TWO. That the zoning of the Subject Property shall be further subject to the specific terms, conditions and limitations set forth herein.

SECTION THREE. That the development of the Subject Property shall conform to the following plans, which the Village Board hereby approves:

1. *Development Site Plan.* "**Development Site Plan**" prepared by Otis Koglin Wilson Architects, consisting of one page, and bearing a most recent revision date of December 4, 2002, attached hereto as **Exhibit "E"** and made a part hereof.
2. *Proposed Site Plan.* "**Proposed Site Plan**" prepared by Otis Koglin Wilson Architects, consisting of one page, and bearing a most recent revision date of December 4, 2002, attached hereto as **Exhibit "F"** and made a part hereof.
3. *Building Elevations.* "**Building Elevations**" prepared by Otis Koglin Wilson Architects, consisting of one page, and bearing a most recent

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revision date of December 4, 2002, attached hereto as **Exhibit "G"** and made a part hereof.

4. *Exterior Material List.* **"Exterior Material List"** prepared by Otis Koglin Wilson Architects, consisting of one page, and bearing a most recent revision date of December 4, 2002, attached hereto as **Exhibit "H"** and made a part hereof.
5. *Floor Plans.* "Proposed Space Plan" and "Proposed Basement Plan" (collectively, **"Floor Plans"**), prepared by Otis Koglin Wilson Architects, consisting of two pages, and bearing a most recent revision date of December 2, 2002, attached hereto as **Exhibit "I"** and made a part hereof.
6. *Landscape Plans.* "Landscape Plan" and "Site Landscape Section" (collectively, **"Landscape Plans"**), prepared by Teska Landscape Architects, consisting of two pages and bearing a most recent revision date of December 2, 2002, attached hereto as **Exhibit "J"** and made a part hereof, subject to the following:

All revisions to the Landscape Plans shall be subject to the final review and approval of the Building Commissioner.

7. *Photometrics Plan.* **"Photometrics Plan"** prepared by Otis Koglin Wilson Architects, consisting of one page and bearing a most recent revision date of December 4, 2002, attached hereto as **Exhibit "K"** and made a part hereof.
8. *ALTA/ACSM Land Title Survey.* ALTA/ACSM Land Title Survey (**"Survey"**), prepared by Cowhey Gudmundson Leder Ltd. consisting of one page, and bearing a most recent revision date of October 3, 2002, attached hereto as **Exhibit "L"** and made a part hereof.
9. *Preliminary Engineering Plan.* **"Preliminary Engineering Plan"**, prepared by Cowhey Gudmundson Leder Ltd. consisting of one page, and bearing a most recent revision date of October 14, 2002, attached hereto as **Exhibit "M"** and made a part hereof, subject to the following:

All revisions to the Preliminary Engineering Plans shall be subject to the final review and approval of the Village Engineer.

10. *Agreement Letter.* **"Agreement Letter"**, drafted by Evanston Northwestern Healthcare, consisting of 2 pages, and bearing a date of

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September 27, 2002, attached hereto as **Exhibit "N"** and made a part hereof.

SECTION FOUR. That the development of the Subject Property is subject to the following conditions set forth herein, and those certain conditions as set forth in Section Six of Ordinance No. Z2000-064 which are amended as follows, to permit the herein described change in use of the Subject Property:

1. Section Six, Paragraph 4 of Ordinance No. Z2000-064 requiring "a bank use or such other use as may be approved by the Board" is amended to permit development and construction of a medical office use in lieu of a bank use.
2. Section Six, Paragraph 13 of Ordinance No. Z2000-064 which proscribed the construction of parking lot or drive aisle improvements on the Outlot within 40 feet of the northerly right-of-way line of Pratt Avenue" is amended to allow parking lot and/or drive aisle improvements within 40-feet of the northerly right-of-way of Pratt Avenue, reducing the required 40-foot setback to 22-feet to allow construction of 8 off-street parking spaces.
3. The parking spaces referred to in this Section Four, Paragraph 2, immediately preceding, will be screened from view by a bermed landscape buffer.
4. Section Six, Paragraph 17 of Ordinance No. Z2000-064 which limited the size of the bank building to be developed on the Outlot to no more than "6,000 square feet in size", is amended to allow construction of a one-story, 10,500-square foot medical office building, with a developable basement area of 6,500-square feet on the Subject Property.
5. The medical office building located on the Subject Property will be staffed by primary care and consulting physicians.
6. Any signs located on the Subject Property not in compliance with the Village's Sign Ordinance are subject to the review and recommendation of the Village Sign Appearance Review Board and the final approval of the Village Board.
7. Any future change in use for the Outlot/Subject Property must be approved by the PC/ZBA and the Village Board.



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8. Submission of a new "corrected" Final Plat in recordable form, as required by Chapter 16, Article 14, Section B,6,a., and as approved by the Village.
9. Applicant will construct a sidewalk, at its expense, along McCormick Boulevard and Pratt Avenue for pedestrian use.

**SECTION FIVE.** That the provisions of Ordinance Z2000-064 remain in effect except as superseded herein. Except for the foregoing limitation, the development and use of the Subject Property shall remain subject to all terms and conditions of all applicable existing ordinances and regulations of the Village and as they may be amended from time-to-time, without limitation, all ordinances related to the PUD, zoning ordinances, building codes, subdivision regulations and regulations for the construction and design of public improvements.

**SECTION SIX.** That any person (person here includes, without limitation, any legal entity such as a corporation, partnership, limited liability company or other entity) who having first been provided notice, and is found to be violating the terms and conditions of this Ordinance, shall be subject to a penalty of not to exceed One Thousand Dollars (\$1000.00), with each and every day that the violation of this Ordinance is allowed to remain in effect being deemed a complete and separate offense. In addition, the appropriate authorities of the Village may take such other action as they deem proper to enforce the terms and conditions of this Ordinance, including, without limitation, an action in equity to compel compliance with its terms. That any person violating the terms of this Ordinance shall be subject, in addition to the

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foregoing penalties, to the payment of court costs and reasonable attorneys' fees incurred by the Village in bringing any enforcement action.

SECTION SEVEN. That this Ordinance and Ordinance No. Z2000-064, as they apply to Applicant shall automatically terminate and become null and void if Applicant fails to apply to the Village for issuance of a building permit within six (6) months of the execution of this Ordinance, or within such extension of time as may be granted by the Corporate Authorities, at the request of Applicant by motion.

SECTION EIGHT. That, if any provision of this Ordinance is held invalid by a court of competent jurisdiction, such provision shall be stricken from this Ordinance and shall not affect any other provision of this Ordinance.

SECTION NINE. That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form, as provided by law, provided a true and correct copy of this Ordinance is executed by Applicant and Dominick's consenting and agreeing to be bound by the terms and conditions of this Ordinance and such executed copy is delivered to the Village within thirty (30) days of the passage and approval of this Ordinance, or within such extension of time as may be granted by the Corporate Authorities by motion.

[This space intentionally left blank.]

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PASSED this 16th day of January, 2003.

AYES: Justices Aldy, Elster, Froman, Cozmin and Leftaker

NAYS: None

ABSENT: Justice Jany

APPROVED this 30<sup>th</sup> day of January, 2003.

Peter T. Moy  
Peter T. Moy  
President

ATTEST:

Carol Krikorian  
Carol Krikorian  
Village Clerk

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Evanston Northwestern Healthcare Corporation, being the owner of the property legally described within this Ordinance and referred to as the Subject Property, having read a copy of this Ordinance, and having the authority to agree on behalf of Evanston Northwestern Healthcare Corporation, and to execute this Ordinance, does hereby consent and agree to be bound by those terms and conditions of this Ordinance that are applicable to it.

Evanston Northwestern Healthcare Corporation

By [Signature]  
Its Chief Operating Officer

Attest:  
By [Signature]

Dated: March, 14, 2003

Dominick's Finer Foods, Inc., a Safeway Company does hereby consent to the adoption of this ordinance and does hereby accept and concur with the terms of this Ordinance that apply to it.

Dominick's Finer Foods, Inc., a Safeway Company

By [Signature]  
Its VICE PRESIDENT OF REAL ESTATE

Attest:  
By [Signature]

Dated: MARCH, 18, 2003

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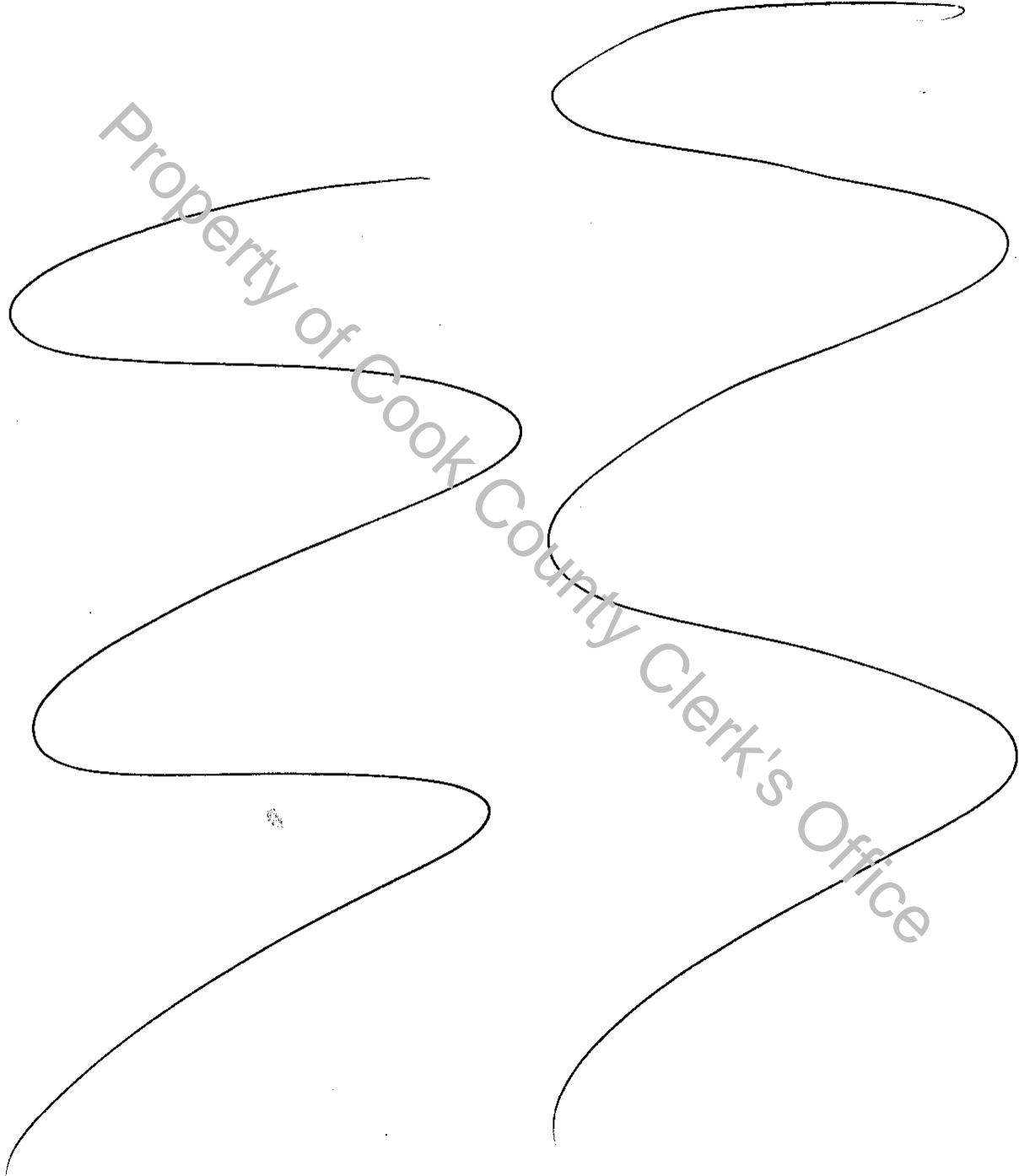
## EXHIBIT D SURVEY



Execution Copy 6810 McCormick Blvd. 12-4-2003

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## EXHIBIT E NOTICE



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Execution Copy 6810 McCormick Blvd. 12-4-2003

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## LEGAL NOTICE

**NOTICE IS HEREBY GIVEN THAT A Public Hearing will be held by the Plan Commission/Zoning Board of Appeals of the Village of Lincolnwood, Cook County, Illinois on the 12th day of November 2003, at the hour of 7:30 p.m., in the Lincolnwood Village Hall, 6900 North Lincoln Avenue, Lincolnwood, Illinois for the purpose of considering the following:**

1. Public Hearing to review an Ordinance Amending the Text of the Village of Lincolnwood Zoning Ordinance of 1962: Article IV,B "Rules and Definitions-Definitions" enacting certain definitions related to the adoption of Chapter Sixteen, Article VII, Section M "Landscaping" and renumbering certain other definitions, amending Article IX "Business Districts – General Requirements" establishing Standards for Trash Enclosures. Also an Ordinance Amending the Text of the Village of Lincolnwood Zoning Ordinance of 1962 adopting Chapter Sixteen, Article VII, Section M "Landscaping".
2. Request by Zirko and Karmila Knezovic, owners, for a Variance in an R-1 Residential District under Article VII, Section H, Paragraph 4 to allow installation of air conditioner units in the interior side yard setback. Legal Description: LOT 2 in Block 8 in Lincolnwood Towers Third Addition, being a subdivision of Part of the Southeast Fractional ¼ of Section 33, Township 41 North, East of the Third Principal Meridian, in Cook County, Illinois, **commonly known as 6650 Nokomis Avenue.**
3. Request by Mark Schneider, owner, for a Variance in an R-4 Residential District under Article VIII, Section E, Paragraph 3(a) for a reduction of 406.6 square feet from the required 5,400 square foot lot size to the existing 4,993.4 square feet and a Variance under Article VII, Section F, Paragraph 5 to increase the allowed rear yard coverage by an accessory building from the maximum allowed 30% in order to construct a new single-family home and retain the existing detached garage. Legal Description: Lot 83 and the North 10 feet of Lot 84 in Edgar S. Owner's North Shore Channel and Devon Avenue Subdivision of Block 1 and the East ½ of Block 2 of Enders and Muno's Subdivision of Section 35, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, **commonly known as 6422 Christiana Avenue.**
4. Request by Erez and Carlyne Akiva, owners, for a Variance in an R-3 Residential District for a Variance under Article VIII, Section D, Paragraph 3 for a reduction of 80.04 square feet from the minimum lot size of 5,400 square feet to the existing 5,319.96 square feet to construct a new single family residence. Legal Description: Lot 10 (except the South 12 feet thereof) and the South 22 feet of Lot 9 in Block 8 in Devon – McCormick Boulevard Addition to Rogers Park in the Southeast Quarter of Section 35, Township 41

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## Legal Notice PC/ZBA 11/12/03

North, Range 13 East of the Third Principal Meridian in Cook County, Illinois  
**commonly known as 6528 Trumbull Avenue.**

5. Request by Scott Campbell, Integration Facilities Solutions, on behalf of Evanston Northwestern Healthcare, to amend P.U.D. Ordinance No. Z2000-064 to allow installation of a monument sign on the property occupied by Evanston Northwestern Healthcare. Legal Description: Commencing at the southeast corner of the Northeast ¼ Section 35, Township 41 North, Range 13 East, thence northwesterly along the West line of the Northeast ¼ of said section N 00° 14' 59" W for a distance of 1316.39 feet to a point; thence N 88° 10' 15" E for a distance of 1513.97 feet to the Point of Beginning; thence continue along the last described course N 88° 10' 15" E for a distance of 612.71 feet to a point on the west right-of-way of McCormick Boulevard; thence S 00° 03' 31" E for a distance of 597.30 feet to a point at the northwest intersection of McCormick Boulevard and Pratt Avenue; thence S 44° 02' 00" W 28.73 feet to a point on the north right-of-way of Pratt Avenue; thence S 88° 07' 30" W 572.81 feet along the north right-of-way of Pratt Avenue; thence leaving the north right-of-way of Pratt Avenue N 01° 54' 22" W for a distance of 617.48 feet to the Point of Beginning. Said parcel contains 8.53 acres, more or less, **commonly known as 6810 McCormick Boulevard.**
  
6. Request by Xie Jian Xue, tenant, on behalf of owner, Betty Koldon Trust, for a Special Use Authorization in a B-1 Restricted Business District under Article IX, Section A, Paragraph 3(q) to operate a restaurant and a Variance under Article XI, Section F, Paragraph 10(d) (6) to reduce the number of required off-street parking spaces. Legal Description: Lots 20 through 29 inclusive in Touhy Avenue Highlands, a subdivision of the East 15 acres of the West 20 acres of the South 40 acres in the Southwest Quarter of Section 27, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois **commonly known as 4704 West Touhy Avenue.**

All persons interested in the foregoing matters are requested to appear at the said Public Hearing and will be given an opportunity to be heard.

Paul Eisterhold, Chairman  
PLAN COMMISSION/ZONING BOARD OF APPEALS

Dated: 10/2/03

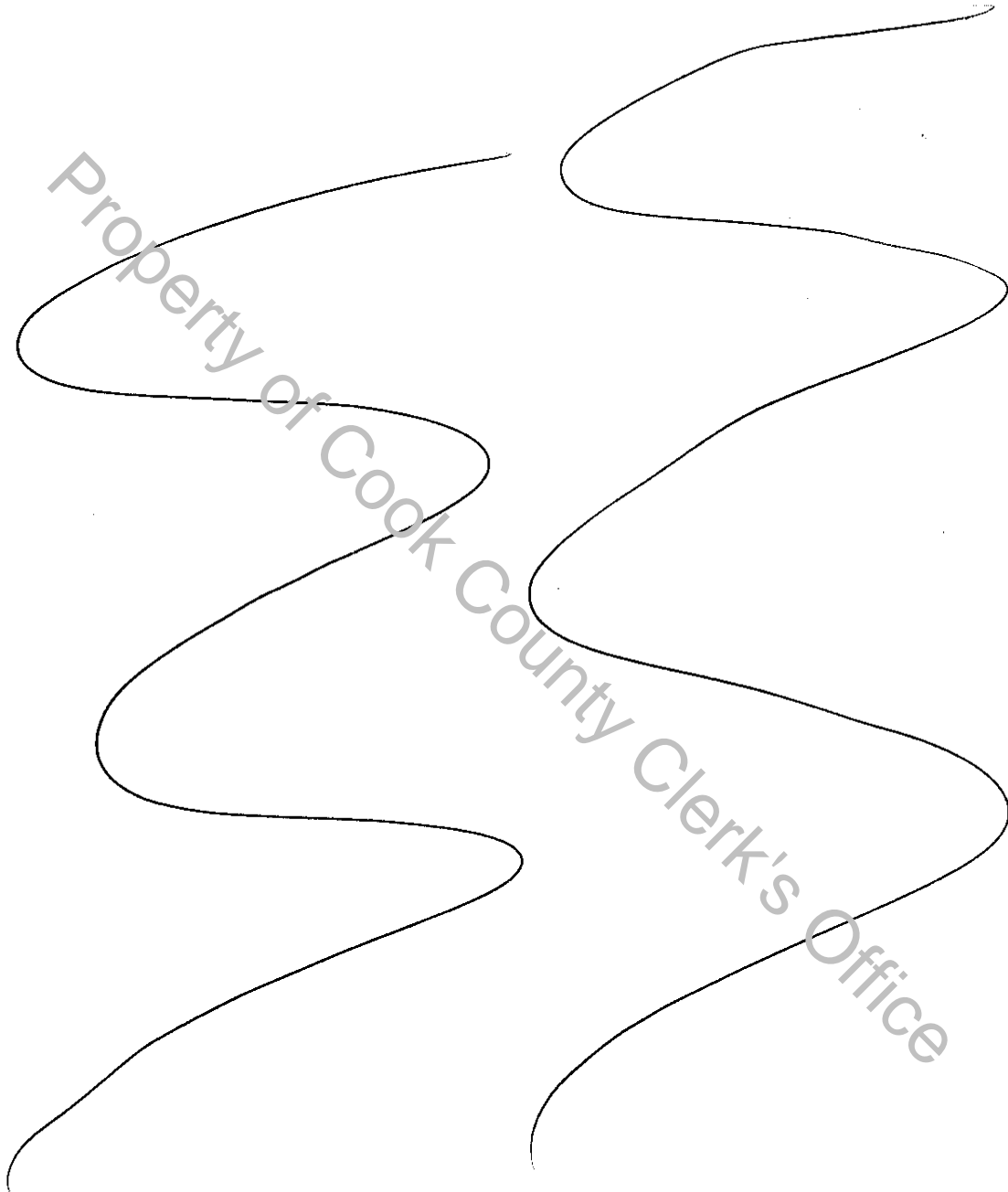
PUBLISHED: Lincolnwood Review

ON: October 9, 2003



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## EXHIBIT F PC/ZBA RECOMMENDATIONS



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No one was present to hear this item. Chairman Eisterhold recommended to hold the item until the end of the meeting at which time no one came forth. Therefore, Chairman Eisterhold recommended tabling this item until the next Plan Commission/Zoning Board of Appeals meeting on December 10, 2003. Chairman Eisterhold then called for a vote. Ayes: Klint, Eisterhold, Couzin, Auerbach, Theisen. Carried unanimously.

**6810 McCormick**

This is a request to amend the Planned Unit Development Ordinance #Z2000-064 to allow for the installation of a monument sign. Chairman Eisterhold asked the petitioner, Scott Campbell of Integrated Facilities Solutions, Inc., representing Evanston Northwestern Healthcare, to step forward to be sworn in. All notifications have been made by the petitioner.

Building Commissioner Lebegue stated that this is a rehearing before the PC/ZBA as this was originally considered on September 11, 2002 and approved unanimously by the members of the PC/ZBA. Originally ENH and Dominick's agreed to a combined use for their sign. Now, however, the amendment reflects a sign with less clutter having ENH as the sole user with no Dominick's signage to be included on the sign.

Commissioner Klint asked Building Commissioner Lebegue why this sign was being presented to the PC/ZBA and not to the Sign Appearance Review Board (SARB). Both Building Commissioner Lebegue and Chairman Eisterhold explained that when amendments are proposed to a PUD, it must be presented to the PC/ZBA. Requests are only presented to SARP when a sign does not conform to the requirements of the sign code. In this case, the sign does conform.

Commissioner Couzin brought to Mr. Campbell's attention that last weekend the lawn sprinklers were on at the property and left a sheet of ice on the sidewalk. She had fallen and was concerned for public safety. Mr. Campbell stated that there were directional adjustments being made to the law sprinkler heads and will make sure that this is corrected.

Chairman Eisterhold confirmed that their address is 6810 McCormick, as the submitted photo reflected a different address. Mr. Campbell affirmed that the address is 6810 McCormick Blvd.

Motion was made by Commissioner Couzin to recommend approval of the request to amend the PUD Ordinance #Z2000-064, seconded by Commissioner Klint. Chairman Eisterhold then called for a vote. Ayes: Klint, Eisterhold, Couzin, Auerbach, Theisen. Carried unanimously. To Village Board of Trustees on December 4, 2003.

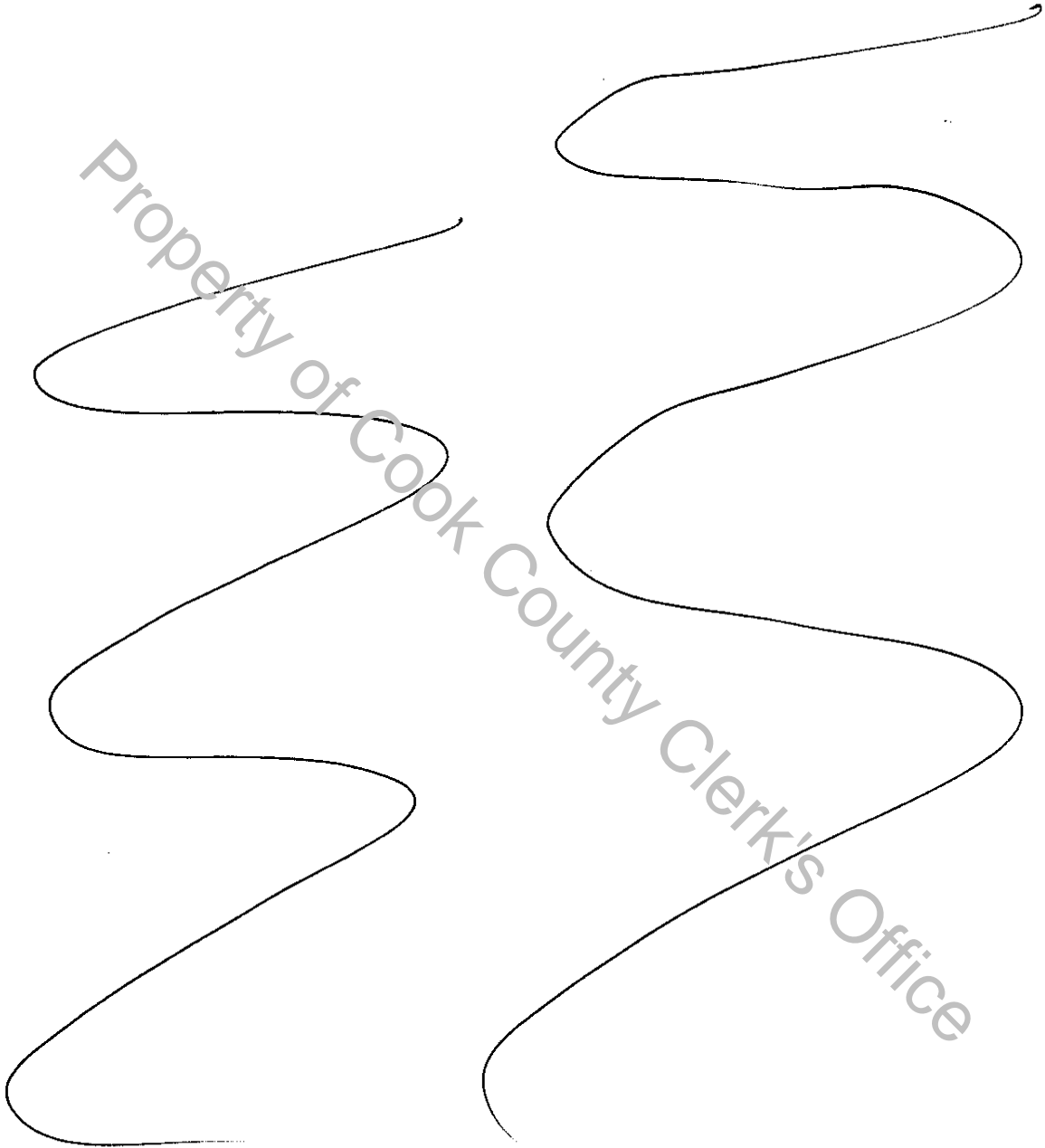
**6921-33 Lincoln**

~~John Wilson and Rob Hense of Bally Total Fitness Corporation appeared before the Plan Commission/Zoning Board of Appeals and were sworn in by Chairman Eisterhold. All notifications have been made by the petitioner.~~

~~Building Commissioner Lebegue explained that this is a multi-use request, therefore, it does not fit into one specific zoning classification. The petitioner is seeking a Special Use Authorization in a B-1, Restricted Business District to operate a health, weight loss, dietary clinic, fitness and vitamin/dietary supplement sales use; a variance to reduce the number of off-street parking spaces from the required 51~~

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## EXHIBIT G SITE PLAN



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## EXHIBIT H SIGN PLAN

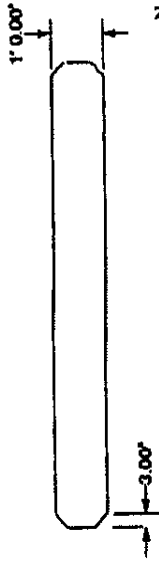
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Execution Copy 6810 McCormick Blvd. 12-4-2003

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FROM

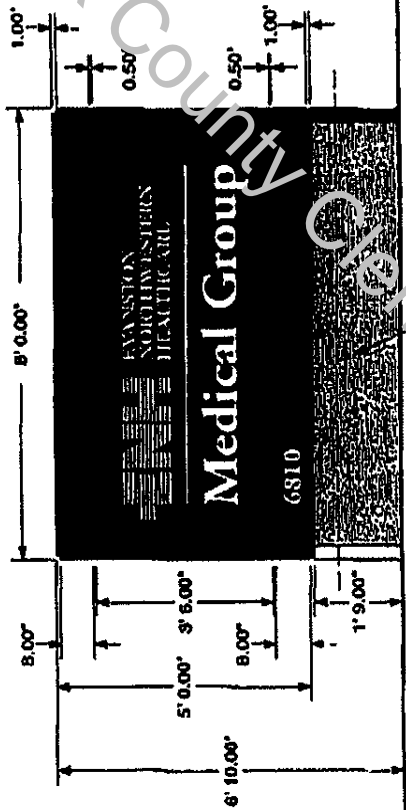
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Note: Dotted line indicates top of hand lighting.  
 All external lighting will be below the line and will be covered by hand lighting.

In addition, installation of sign will be coordinated with the Architect, Landscape Architect and Designer for placement and mounting conditions.

Note: paint to be semi glass Sign Industry standard for coverage and life expectancy (Marathon brand or equal).  
 Check existing ENH signs to confirm semi glass surface finish.



Base shown without hand lighting.  
 Note: hand lighting will hide the external illumination. Light fixtures will be mounted below the level of the colored panels.  
 Base fabricated from sheet aluminum and texture painted to match concrete.

2 Rods 3" DIA X 3H

Colors: Top Cap - Pantone 269 Purple  
 Background - Pantone Cool Gray 8  
 Base - Textured and painted to match Concrete

Monument Sign

ENH Lincolnwood  
 Monument Sign  
 February 20, 2002  
 Revised September 24, 2003  
 Scale: 1/2" = 1' 0"

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**DOCUMENT**

**WITH THIS EXHIBIT**

**EXHIBIT**

**ATTACHED TO**

**DOCUMENT**

**WITH THIS EXHIBIT**

**DOCUMENT**

**SEE PLAT INDEX**

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