

# UNOFFICIAL COPY



Doc#: 0621656097 Fee: \$46.00  
Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 08/04/2008 03:42 PM Pg: 1 of 12

## NOTICE OF APPROVAL

An ordinance granting a special use permit to establish and operate a motor vehicle sales and repair facility at 3340 Oakton Street, Skokie, Illinois in a M3 Industry district was approved by the Board of Trustees of the Village of Skokie on April 3, 2006. The approval granted is shown on the document attached hereto, marked Exhibit "1" and hereby made a part of this Notice of Approval.

**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 **3340 Oakton Street** 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 25<sup>th</sup> day of April, 2006.

CHICAGO TITLE LAND TRUST COMPANY  
AS TRUSTEE UTA DTD 10/20/2005 AKATZC#

8002345267  
By Signature

*[Handwritten Signature]*  
Print name **AST. VICE PRESIDENT**

Title

Company

181 W. MADISON ST. - 17TH FLR  
Address

CHICAGO, IL 60602  
City, State Zip

(312) 223-4110  
Phone Number

The information contained in this certification has been furnished the undersigned by the beneficiaries of trust no. 002345267 and the certification is made solely in reliance thereon and no responsibility is assumed by the trustee in its individual capacity, for the truth or accuracy of the facts therein stated.

Plan Commission Case Number 2006-2P  
Special Use Permit Number 162.01  
Village Ordinance Number 06-4-Z-3425

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the undersigned land trustee, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

**UNOFFICIAL COPY****Exhibit 1**

JPH: \*4/3/06  
 PC: 2006-2P  
 SUP: 162.01

THIS ORDINANCE MAY BE CITED AS  
 VILLAGE ORDINANCE NUMBER

**06-4-Z-3425**

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO  
 ESTABLISH AND OPERATE A MOTOR VEHICLE SALES  
 AND REPAIR FACILITY WITH OUTDOOR STORAGE AT 3340 OAKTON  
 STREET, SKOKIE, ILLINOIS IN AN M3 INDUSTRY DISTRICT**

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

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 41  
 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS  
 FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF  
 SAID SECTION 23; THENCE SOUTH 89 DEGREES 07 MINUTES 22 SECONDS WEST  
 ALONG THE SOUTH LINE OF SAID SECTION 23, 1310.00 FEET; THENCE NORTH 00  
 DEGREES 41 MINUTES 57 SECONDS EAST, 40.02 FEET TO A POINT ON THE  
 NORTHERLY RIGHT OF WAY LINE OF OAKTON STREET AND ALSO THE POINT OF  
 BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 41 MINUTES 57  
 SECONDS EAST, 580.92 FEET; THENCE NORTH 89 DEGREES 07 MINUTES 22  
 SECONDS EAST, 300.01 FEET; THENCE SOUTH 00 DEGREES 41 MINUTES 53  
 SECONDS WEST, 580.92 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY  
 LINE OF OAKTON STREET; THENCE SOUTH 89 DEGREES 07 MINUTES 22  
 SECONDS WEST ALONG THE NORTHERLY RIGHT OF WAY LINE OF OAKTON  
 STREET, 300.03 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY,  
 ILLINOIS.

*PIN: 10-23-406-027-0000, 10-23-406-035-0000, 10-23-406-036-0000, 10-23-406-037-0000*

more commonly described as, 3340 Oakton Street, Skokie, Illinois (the "Subject Property"),  
 petitioned the Village of Skokie for a special use permit to establish and operate a motor vehicle  
 sales and repair facility in an M3 Industry district; and

**WHEREAS**, petitioner is desirous of constructing a full service new and used car  
 dealership with full service repairs on the Subject Property, which is approximately 4 acres in size  
 with 300 feet of frontage on Oakton Street; and

**WHEREAS**, the proposed plans include a 21,460 square foot building, centrally located on  
 the Subject Property, with customer parking along the front of the building, employee parking  
 located along the east side of the building, service parking on the west side, and vehicle inventory  
 spaces located on the north and west side of the building; and

**WHEREAS**, the primary access to the site will be from a single access drive on Oakton  
 Street, and a 24-foot wide service drive will be located along the west side of the site to provide  
 access for vehicle delivery trucks to the inventory areas at the rear of the building where  
 unloading will occur; and

**WHEREAS**, parking spaces have been designated as follows:

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- 1           i)       27 spaces for customer parking;
- 2           ii)       35 spaces for service vehicle parking; and
- 3           iii)       224 vehicle inventory spaces.

4           **WHEREAS**, a security fence will be constructed along the east side of the service drive  
5 with a gated entrance to the rear inventory area; and

6           **WHEREAS**, the building itself will include: (i) a new vehicle showroom, (ii) several  
7 offices, (iii) a two floor parts storage area, and (iv) a large service area with 14 lifts, a wash bay,  
8 two detail bays, an alignment bay and one lube bay; and

9           **WHEREAS**, the dealership will employ approximately 45 people, with no more than 35  
10 on site at any given time; and

11           **WHEREAS**, the hours of operation for the showroom will be 9:00 a.m. to 9:00 p.m.,  
12 Mondays through Fridays, and 9:00 a.m. to 6:00 p.m. on Saturdays, and the service area will be  
13 open Mondays through Fridays 8:00 a.m. to 6:00 p.m. and 9:00 a.m. to 1:00 p.m. Saturdays;  
14 and

15           **WHEREAS**, the Skokie Plan Commission, at a public hearing duly held on February 2,  
16 2006, for which proper legal notice had been achieved and no interested parties appeared; and

17           **WHEREAS**, in response to questions from the Commissioners concerning both the left turn  
18 bay on Oakton and the proposed lighting of the site, petitioner stated the left turn lane commences  
19 east of the entrance to the site and would not conflict with the site's access drive, and that only the  
20 lights near the front of the site would be illuminated overnight; and

21           **WHEREAS**, subsequent to presentations and discussion at the petitioner's request, (a)  
22 made the appropriate findings of fact as required under Section 118-32 of the Skokie Village Code  
23 and (b) voted to recommend to the Mayor and Board of Trustees that the requested special use  
24 permit be granted subject to the conditions contained in the Plan Commission Report dated March  
25 6, 2006; and

26           **WHEREAS**, the Skokie Plan Commission further stated that the plan is well designed  
27 and will provide a beneficial use to a parcel that has been vacant and underused for an  
28 extended period of time; and

29           **WHEREAS**, the Mayor and Board of Trustees, at a public meeting duly held on March 6,  
30 2006, concurred in the aforesaid recommendations and findings of fact of the Skokie Plan  
31 Commission;

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

34           **Section 1:** That the special use permit requested by the petitioner to establish and  
35 operate a motor vehicle sales and repair facility at the Subject Property, described above and  
36 commonly known as 3340 Oakton Street, Skokie, Illinois, in an M3 Industry district be and the  
37 same is hereby granted and approved subject to each of the conditions set forth below:

- 38           1. The petitioner shall develop the subject site in substantial conformance with the final  
39 Village approved site plan dated February 27, 2006 and the landscape plan, floor  
40 plan, and building elevations, all dated December 30, 2005;

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- 1           2. The petitioner shall secure a Cook County driveway permit for driveway construction  
2           on Oakton Street;
- 3           3. The existing driveway on Oakton Street shall be removed and restored with new  
4           public sidewalk, raised curb and gutter and sod as needed;
- 5           4. The petitioner shall provide a 5-foot wide easement to the Village along the entire  
6           south property line of the site to provide for access, construction, and maintenance  
7           of the public sidewalk, street lighting, and other necessary street improvements. The  
8           petitioner shall sign a hold harmless agreement protecting the Village from liability  
9           for the public use and maintenance of Village facilities on the private property;
- 10          5. No motor vehicles may be parked or displayed in the public right of way or six-foot  
11          landscaping setback, or block the public sidewalk;
- 12          6. Prior to the issuance of building permits, the petitioner shall submit a tree survey  
13          and tree preservation plan;
- 14          7. The development shall have a minimum of 90 off-street parking spaces including 4  
15          handicapped spaces. Spaces depicted for used vehicle display shall convert to  
16          customer parking spaces if determined to be necessary by the Engineering Division;
- 17          8. All vehicle loading/unloading shall occur on site. Stopping or unloading of delivery  
18          vehicles on Oakton Street is prohibited;
- 19          9. The petitioner shall provide and maintain R7-8 and fine signs for all handicapped  
20          parking spaces;
- 21          10. Trash shall only be allowed within a designated trash enclosure, and shall be  
22          screened from public view in an enclosure of material matching the building. All  
23          trash shall be contained in such a way as to remain out of sight at all times;
- 24          11. Waste receptacles shall be placed on the site for the use of customers, and that the  
25          Health Department shall determine the size, type, and location of these units;
- 26          12. At least once during the day and before opening and closing of the business,  
27          employees shall patrol the site and clear it of all debris.
- 28          13. Stop signs and bars shall be provided at all exit drives;
- 29          14. All fencing, walls, sidewalks, driveways, curbs, wheel stops, parking areas, signage,  
30          landscaping, structures, and any other facilities or infrastructure on the site shall be  
31          maintained in a good state of repair, and when needed, be repaired or replaced in a  
32          timely manner;
- 33          15. Parking lot and exterior lighting shall be full cut-off design and directed away from  
34          adjacent properties, and subject to the approval of the Engineering Division;
- 35          16. All off-street parking spaces shall be legibly striped and maintained;
- 36          17. Regulatory signage or pavement markings shall be provided to help assure proper  
37          vehicular traffic movement;
- 38          18. All sites must conform to the Village's Storm Water Control Ordinance as contained  
39          in the Skokie Village Code, including the disconnection of any downspouts;
- 40          19. All modifications to building elevations, signage, and landscaping shall be subject to  
41          the review and approval of the Skokie Appearance Commission;
- 42          20. All signage shall conform to the Skokie Village Code. Any sign on the site that is in

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1 violation of that Code must be removed or modified to conform therewith prior to the  
2 issuance of an occupancy permit;

- 3 21. All existing damaged sidewalks shall be replaced;
- 4 22. Handicapped ramps are to be provided as necessary and meet State of Illinois  
5 Accessibility requirements and the Skokie Village Code;
- 6 23. Vehicles shall not be allowed to be parked in or otherwise block driveways,  
7 sidewalks, aisles, or other points of access at any time, shall always be parked in  
8 designated parking spaces, and shall not overlap the striped lines of designated  
9 parking spaces. All employees shall park on the subject site;
- 10 24. No abandoned items, including abandoned vehicles, shall be allowed to remain on  
11 the site;
- 12 25. All private and public sidewalks shall be maintained free of snow, ice, sleet, or other  
13 objects that may impede travel;
- 14 26. All overhead utilities serving the site shall be placed or relocated underground;
- 15 27. The petitioner shall bear the full cost of any utility relocation and/or conflicts;
- 16 28. All landscaping shall be maintained to a maximum height of 30 inches for a distance  
17 of 15 feet from any vehicular access point into or out of the establishment in order to  
18 maintain adequate sight distance;
- 19 29. Landscaping shall be adequately maintained including trimming and watering  
20 thereof. All dead landscaping shall be replaced in a timely manner;
- 21 30. The petitioner shall sign an "Agreement for Installation and Maintenance of  
22 Landscaping" to assure that the site and parkway landscaping is completed and  
23 maintained in accordance with the final approved landscape plan. A copy of Said  
24 Agreement is attached hereto, marked Exhibit "A" and hereby made part of this  
25 Ordinance. This "Agreement for Installation and Maintenance of Landscaping" shall  
26 be recorded at the petitioner's expense;
- 27 31. All buildings shall meet current International Building and NFPA Life Safety Codes  
28 as amended;
- 29 32. The petitioner shall submit to the Planning Division electronic drawing files of the  
30 Plat of Survey, Plat of Subdivision, Site Plan, Landscape Plan, Sign Plan,  
31 Engineering Drawings, and As-Built drawings, in their approved and finalized form.  
32 The files shall be scaled in feet with SPCS north being at the top of the drawing in  
33 the SPCS (NAD83 HARN1997) coordinate system, in non-compressed, non-read  
34 only, IBM formatted, and provided on CD-ROM, in .DWG AutoCAD 2D drawing  
35 format only (version 2004 preferred);
- 36 33. Prior to the issuance of building permits, the petitioner shall submit to the Planning  
37 Division of the Community Development Department the name, address, and  
38 telephone number of the company and contact person responsible for site  
39 maintenance in compliance with the special use permit;
- 40 34. If work is to be performed on public property or if public property is utilized or  
41 impacted during construction and/or development, the owner shall provide, or shall  
42 cause the developer and/or contractor to provide, the Village of Skokie with a  
43 certificate of insurance naming the Village of Skokie as additionally insured for any  
44 and all claims related to any and all work. The owner shall hold, and shall cause the

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

- 4 35. The petitioner shall comply with all Federal and State statutes, laws, rules and  
5 regulations and all Village codes, ordinances, rules, and regulations;
- 6 36. Failure to abide by any and all terms of this Ordinance shall be cause for the Village  
7 to initiate hearings to determine whether the subject Ordinance, as well as any  
8 applicable business licenses, should be revised or revoked;
- 9 37. The petitioner shall pay all costs related to any hearings conducted as a result of  
10 non-compliance with any of the provisions of the enabling ordinance. The costs  
11 shall include but not be limited to court reporter fees, attorney fees, and staff time  
12 required researching and conducting said hearing; and
- 13 38. Automobile repair tools, equipment, and parts shall not be stored outside of the  
14 building at any time.

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

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

**ADOPTED** this 3rd day of April, 2006.

Ayes: 6 (Bromberg, Gelder, Perille,  
Roberts, Sutker, Van Dusen)  
Nays: 0  
Absent: 1 (McCabe)

Attested and filed in my  
office this 4th day of  
April, 2006.

Marlene Williams  
Village Clerk

Marlene Williams  
Village Clerk

Approved by me this 3rd day of  
April, 2006.

George Van Dusen  
Mayor, Village of Skokie

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Exhibit A

## LANDSCAPING INSTALLATION AND MAINTENANCE AGREEMENT

Plan Commission Case  
2006-2P

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2006 by and between **CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER TRUST #8002345267**, hereinafter referred to as "**PROPERTY OWNER**", and the **VILLAGE OF SKOKIE**, an Illinois municipal corporation hereinafter referred to as "**VILLAGE**". The parties to this Agreement hereby agree as follows:

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

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 23; THENCE SOUTH 89 DEGREES 07 MINUTES 22 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 23, 1310.00 FEET; THENCE NORTH 00 DEGREES 41 MINUTES 57 SECONDS EAST, 40.02 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF OAKTON STREET AND ALSO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 41 MINUTES 57 SECONDS EAST, 580.92 FEET; THENCE NORTH 89 DEGREES 07 MINUTES 22 SECONDS EAST, 300.01 FEET; THENCE SOUTH 00 DEGREES 41 MINUTES 53 SECONDS WEST, 580.92 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF OAKTON STREET; THENCE SOUTH 89 DEGREES 07 MINUTES 22 SECONDS WEST ALONG THE NORTHERLY RIGHT OF WAY LINE OF OAKTON STREET, 300.03 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PIN: 10-23-406-027-0000, 10-23-406-035-0000, 10-23-406-036-0000, 10-23-406-037-0000

commonly known as 3340 Oakton Street, Skokie, Illinois.

2. At or near the time of execution of this Agreement, the **VILLAGE** granted an Occupancy Permit, Business License, or Special Use Permit hereinafter collectively referred to as "permit" pursuant to state statutes and local ordinances.
3. By the terms of the aforesaid permit, the **PROPERTY OWNER** is required to install and maintain landscaping in accordance with a plan dated December 30, 2005 approved by the **VILLAGE**.
4. The parties to this Agreement recognize that the installation and maintenance of landscaping is an integral part of the **PROPERTY OWNER's** plan for development and/or use of the property and is necessary to carry out the purpose and intent of the **VILLAGE's** land use objectives, and that the permit would not have been approved by the **VILLAGE** without the assurance that this Agreement would be executed by the **PROPERTY OWNER**.

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5. The purpose of this Agreement is to assure:
  - (a) installation of the landscaping in accordance with the landscaping plan approved by the **VILLAGE**, and
  - (b) continued maintenance and care of the landscaping, including any landscaping indicated in the parkway area.
6. The property, which is the subject matter of this Agreement, is legally described above. The portions of the subject property which are to be landscaped and maintained pursuant to the terms and conditions of this Agreement are indicated on the Landscape Plan attached hereto, marked Exhibit "1" and are hereby made a part of this Agreement.
7. **PROPERTY OWNER** agrees that the installation and maintenance of the landscaping which is required in accordance with the permit issued by the **VILLAGE** and this Agreement will materially benefit the subject property. Such landscaping is necessary in order for the **PROPERTY OWNER** to comply with the conditions of the permit issued or granted by the **VILLAGE** for the **PROPERTY OWNER's** requested development or use of the property.
8. **PROPERTY OWNER** shall diligently maintain and care for the landscaping which is installed and required by the permit and this Agreement, using generally accepted methods of cultivation and watering. The **PROPERTY OWNER** shall maintain a standard of care necessary to prevent the landscaping from deteriorating to the extent that its value as landscaping is destroyed. If Exhibit "1", attached hereto or permit specifies maintenance standards or procedures, such procedures are hereby adopted as part of this Agreement, and by such adoption, become enforcement conditions of this Agreement.
9. Failure to maintain the landscaping as required by this Agreement shall be a nuisance. In the event the **PROPERTY OWNER** fails to meet the standard of maintenance necessary to keep the landscaping in a healthy condition as required by this Agreement, the **VILLAGE** shall give written notice of the deficiency to the **PROPERTY OWNER** who shall have 20 days to make the necessary correction or replacement. If such correction or replacement is not made within the aforesaid 20-day period, the **VILLAGE** may elect to abate the nuisance and take necessary action to assure that the landscaping is replaced and/or maintained. In the event, the **VILLAGE** so elects; the **VILLAGE** shall serve notice of its intent to enter the premises for this purpose. The **VILLAGE** shall either personally serve the notice upon the **PROPERTY OWNER** or mail a copy of it by certified mail to the **PROPERTY OWNER's** last known address, or as shown on the tax rolls, at least 15 days in advance of the date when the **VILLAGE** or its agent intends to enter the premises.
10. For this purpose, the **VILLAGE** or its agent may enter upon the property and perform such work as it considers reasonably necessary and proper to restore, maintain, or replace the landscaping required by this Agreement. The **VILLAGE** may act either through its own employees or through an independent contractor.
11. The **VILLAGE** shall be entitled to reimbursement for abating the nuisance in restoring, maintaining or replacing the landscaping, provided that the **VILLAGE** follows the procedures set forth in this Agreement. Costs shall include but shall not



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be limited to actual costs incurred by the **VILLAGE** and administrative costs. The **VILLAGE** shall make demand upon the **PROPERTY OWNER** for payment. If the **PROPERTY OWNER** fails to pay the costs within 30 days of the date on which demand is made, the **VILLAGE** may cause a lien to be placed on the subject property. The **VILLAGE** may record a notice with the Recorder of Deeds for Cook County stating that it has incurred expenses under the terms this Landscape Agreement. The **VILLAGE** shall be entitled to collect interest at the statutory rate on the amount owed.

12. In addition to having a lien placed on the subject property, the **VILLAGE** may institute a legal action to collect the amount owed. The **PROPERTY OWNER** agrees to pay the **VILLAGE** a reasonable sum as attorney's fees and court costs.
13. If either party upon the execution of this Agreement or during the course of performance considers that it is necessary to have the **PROPERTY OWNER** post additional security to guarantee the performance of his obligations hereunder, the **VILLAGE** may require the **PROPERTY OWNER** to post additional security. The **VILLAGE** may require either a cash deposit or a surety bond guaranteeing performance in a form signed by sureties satisfactory to the **VILLAGE**. The condition of the security shall be that if the **PROPERTY OWNER** fails to perform any obligation under this Agreement, the **VILLAGE** may, act on behalf of the **PROPERTY OWNER** and use the proceeds of the cash bond, or in the case of a surety bond, require the sureties to perform the obligations of this Agreement.
14. The **PROPERTY OWNER** hereby agrees to indemnify and hold harmless the **VILLAGE**, its trustees, officials, employees and agents for any costs, claims, actions or causes of action for personal injury, property damage or otherwise, including reasonable attorneys fees, which may arise from the **VILLAGE** exercising any of its rights or obligations and performance under this Agreement.
15. All notices required or to be given pursuant hereto shall be in writing and either delivered personally or by a nationally recognized "over-night" courier service or mailed by United States certified or registered mail, postage prepaid, addressed to the **VILLAGE** and the **PROPERTY OWNER** as follows:

If to **VILLAGE**:  
 Village of Skokie  
 5127 Oakton Street  
 Skokie, IL 60077  
 Attention: Village Clerk

If to the **PROPERTY OWNER**:  
 Chicago Title Land Trust Company  
 As Trustee Under Trust #8002345267  
 181 W. Madison – 17<sup>th</sup> Floor  
 Chicago, IL 60603

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

Corporation Counsel  
 5127 Oakton Street  
 Skokie, IL 60077

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

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

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

CHICAGO TITLE LAND TRUST COMPANY  
AS TRUSTEE UNDER TRUST #8002345267

VILLAGE OF SKOKIE

By: \_\_\_\_\_

By: \_\_\_\_\_  
its Village Manager

Title: \_\_\_\_\_

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Village Clerk

\_\_\_\_\_

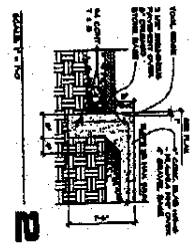
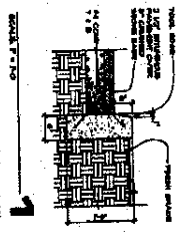
Its: \_\_\_\_\_

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## Exhibit 1

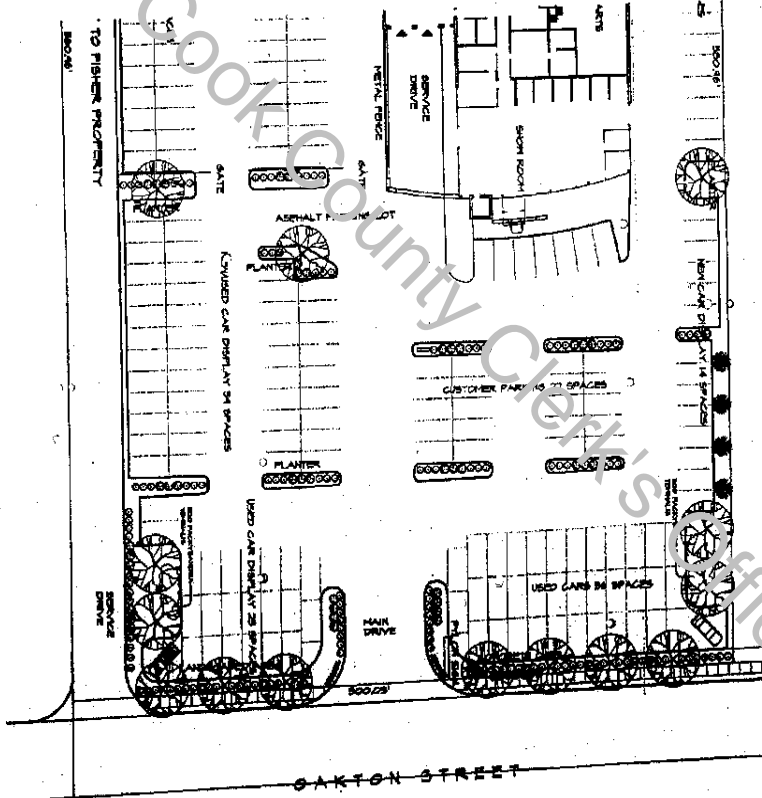
**GENERAL NOTES:**

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
2. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
3. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES.
4. THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE AND EROSION CONTROL MEASURES.
5. THE CONTRACTOR SHALL MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
6. THE CONTRACTOR SHALL MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
7. THE CONTRACTOR SHALL MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
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9. THE CONTRACTOR SHALL MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
10. THE CONTRACTOR SHALL MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.



SYMBOL	DESCRIPTION	QUANTITY
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[Symbol]	PLANT SPECIES	5
[Symbol]	PLANT SPECIES	3
[Symbol]	PLANT SPECIES	2
[Symbol]	PLANT SPECIES	1
[Symbol]	PLANT SPECIES	1

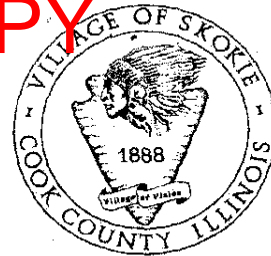
LANDSCAPE PLAN



12

**PROPOSED AUTOMOBILE DEALERSHIP for**  
**EVANSTON SUSUKI**  
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**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 3rd day of April, 2006 by a vote of 6 Ayes, 0 Nays and 1 Absent; that said Ordinance adopted as aforesaid was deposited and filed in the Office of the Village Clerk on the 4th day of April, 2006. and was approved by the Mayor and Board of Trustees on the 3rd day of April, 2006.

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 records, journals, entries, ordinances and resolutions.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Skokie this 4th day of April, 2006.

A handwritten signature in cursive script, reading "Marlene Williams", is written over a horizontal line.

Skokie Village Clerk  
 Cook County, Illinois

(seal)