

UNOFFICIAL COPY



NOTICE OF APPROVAL

Doc#: 1208156011 Fee: \$62.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 03/21/2012 01:11 PM Pg: 1 of 13

An ordinance granting a special use permit to establish and operate a limited service restaurant with a drive-through facility at 4811 Dempster Street, Skokie, Illinois in a B3 Business district, and relief from certain sections of Chapters 118 and 82 of the Skokie Village Code was approved by the Board of Trustees of the Village of Skokie on March 5, 2012. 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 **4811 Dempster Street, Skokie, Illinois** and legally described in Exhibit "1" attached hereto and hereby made a part of this Notice of Approval certifies that such Notice is true and correct and accepts and approves all of the provisions and conditions set forth in Exhibit "1", attached hereto.

Dated this 7th day of March, 2012.

Village of Skokie



Signature

George Van Dusen

Print name

Mayor

Title

Village of Skokie

Company

5127 Oakton Street

Address

Skokie, IL 60077

City, State Zip

(847) 933-8270

Phone Number

Plan Commission Case Number 2011-29P
Special Use Permit Number 193.04
Village Ordinance Number 12-3-Z- 3888

UNOFFICIAL COPY

Exhibit 1

JPH: *3/5/12
 PC: 2011-29P
 SUP: 193.04

THIS ORDINANCE MAY BE CITED AS
 VILLAGE ORDINANCE NUMBER

12-3-Z-3888

AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO ESTABLISH AND OPERATE A LIMITED SERVICE RESTAURANT WITH A DRIVE-THROUGH FACILITY AT 4811 DEMPSTER STREET, SKOKIE, ILLINOIS IN A B3 BUSINESS DISTRICT, AND RELIEF FROM CERTAIN SECTIONS OF CHAPTERS 118 AND 82 OF THE SKOKIE VILLAGE CODE

WHEREAS, the owner of the following described real property:

LOTS 1 THROUGH 6, INCLUSIVE, (EXCEPT THE NORTH 7.00 FEET OF SAID LOTS TAKEN FOR THE WIDENING OF DEMPSTER STREET, AND EXCEPT THE EAST 7.00 FEET OF LOT 1 TAKEN FOR THE WIDENING OF SKOKIE BOULEVARD, AND EXCEPT THAT PORTION OF LOTS 1 AND 2 TAKEN FOR STREET PURPOSES IN CASE NUMBER 80L8688), ALL IN TERMINAL SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINS: 10-21-204-001-0000 and 10-21-204-016-0000

more commonly described as 4811 Dempster Street, Skokie, Illinois (the "Subject Property"), petitioned the Village of Skokie for a special use permit to establish and operate a limited service restaurant, with a drive-through facility, in a B3 Business district; and

WHEREAS, the proposed site plan includes an Oberweis Dairy store and a limited service restaurant known as "That Burger Joint" (hereinafter "TBJ") that will offer hot food and grill items. Both restaurants are Oberweis companies; and

WHEREAS, both proposed restaurants will be located in a new 3,800 square foot building on the Subject Property and will have a combined seating capacity of 68 seats. It is anticipated that both restaurants will have outdoor dining areas located on the east side of the building, adjacent to the main entrance of the restaurants; and

WHEREAS, the one lane drive-through facility will be located on the west side of the Subject Property with vehicle stacking for seven cars on the north side of the building along Dempster Street; and

WHEREAS, the proposed hours of operation for both restaurants, as well as the drive-through facility, will be from 10:00 am to 10:00 pm Sunday through Thursday, and from 10:00 am to 11:00 pm on Friday and Saturday; and

WHEREAS, the Subject Property will be accessed from a driveway on Dempster Street and the public alley south of the Subject Property. A parcel of land, approximately 4.00 feet x

UNOFFICIAL COPY

1 267.00 feet on the southern most portion of the Subject Property, will be dedicated specifically for
2 the purpose of utilization as part of the public alley; and

3 **WHEREAS**, the dedication will widen the alley from 16 feet to 20 feet and will
4 accommodate two-way traffic. Additionally, this will allow vehicle parking spaces south of the
5 proposed building to back into the public alley; and

6 **WHEREAS**, a traffic study conducted by KLOA Traffic Consultants confirmed that the 38
7 off-street parking spaces provided would be sufficient to meet the parking needs of both
8 restaurants. Also, that the seven (7) vehicle stacking spaces would be adequate to meet the
9 demands of the restaurants; and

10 **WHEREAS**, KLOA's traffic study contemplated the anticipated Illinois Department of
11 Transportation's project to improve the Dempster Street/Skokie Boulevard intersection, which may
12 cause the elimination of five (5) parking spaces at the northeast corner of the Subject Property; and

13 **WHEREAS**, the petitioner is also requesting relief from the following sections of Chapters
14 118 and 82 of the Skokie Village Code:

15 (i) Sec. 118-141(a) (5)a – in order to not provide visual screening across an alley from an
16 R4 zone. As the restaurants' parking lot exits into the alley and there is parking south of the
17 proposed building it is not possible to screen the building from the residential property to the
18 south;

19 (ii) Sec. 118-212(a)(1) - in order to allow parking stall widths of 8.75 feet for 22 parking
20 spaces and 8.5 feet for 7 spaces rather than 9 feet, to provide parking stall depths of 16.5 feet
21 for 7 spaces rather than 18 feet, and to provide drive aisles of 23 feet rather than 24 feet;

22 (iii) Sec. 118-144(2)c – in order to allow for 0% of the building to abut the Dempster Street
23 right of way rather than 50%;

24 (iv) Sec. 118-144(2)d – in order to provide less than the required 60% transparent glass
25 along the facades facing Niles Center Road and Dempster Street;

26 (v) Sec. 118-212(i)(1) - in order to provide continuous curbing for various distances less
27 than 6 feet from the property line in the parking lot on all 3 street frontages;

28 (vi) Sec. 118-283(c)(2) - in order to exempt Subject Property from landscape/screening for
29 north and east parking spaces;

30 (vii) Sec. 118-283(c)(1) – in order to not provide parking lot trees or space for planting within
31 the parking lot;

32 (viii) Sec. 82-11(4) – in order to allow a projecting sign for TBJ; and

33 **WHEREAS**, the Skokie Plan Commission, at a public hearing duly held on February 2,
34 2012, for which proper legal notice had been achieved, heard testimony from several owners of the
35 multi-unit building, immediately south of the Subject Property; and

36 **WHEREAS**, those who testified were concerned about (i) the use of the abutting alley as it
37 is the access for tenant parking on the north side of the apartment building, (ii) loading and
38 unloading for the building in the alley, and (iii) possible traffic conflicts and accidents in the alley;
39 and

UNOFFICIAL COPY

1 **WHEREAS**, the Skokie Plan Commission concurred with staff that the widening of the alley
2 would address the issues and be functional for both properties. However, the Skokie Plan
3 Commission did amend staff's recommended condition pertaining to the drive-through lane, in that
4 it will only service ice cream or dairy products from the Oberweis restaurant. No items from TBJ
5 will be served from the drive-through lane; and

6 **WHEREAS**, after hearing all testimony, the Skokie Plan commission (a) made the
7 appropriate findings of fact as required under Section 118-32 of the Skokie Village Code and (b)
8 voted to recommend to the Mayor and Board of Trustees that the requested special use permit be
9 granted subject to the conditions contained in the Plan Commission Report dated February 21,
10 2012; and

11 **WHEREAS**, the Mayor and Board of Trustees, at a public meeting duly held on February
12 21, 2012, heard the case presentation by the Director of Community Development along with
13 testimony from several property owners and residents from the multi-unit building to the south of
14 the Subject Property; and

15 **WHEREAS**, many of the concerns raised in the Plan Commission meeting on February 2,
16 2012 were again raised, primarily traffic concerns and the utilization of the alley directly south of the
17 Subject Property; and

18 **WHEREAS**, after hearing all testimony and discussion, the Mayor and Board of Trustees
19 concurred in the aforesaid recommendations and findings of fact of the Skokie Plan Commission,
20 with the following amendments to the presented conditions:

- 21 i) that any request for expansion of the food products delivered in the drive-through
22 shall be as an amendment to the special use permit and shall pursue a full Skokie
23 Plan Commission procedure;
- 24 ii) all service deliveries and refuse operations shall be accomplished on the Subject
25 Property and not block the alley to the south;

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

28 **Section 1:** That the special use permit requested by the petitioner to establish and
29 operate a limited service restaurant with a drive-through facility at the Subject Property, described
30 above and commonly known as 4811 Dempster Street, Skokie, Illinois, in a B3 Business district,
31 be and the same is hereby granted and approved subject to each of the conditions set forth below:

- 32 1. The petitioner shall develop the Subject Property in substantial conformance with the final
33 Village approved geometric plan revised dated February 8, 2012, floor plan revised dated
34 February 7, 2012, landscape plans revised dated February 8, 2012, blade sign plan dated
35 January 26, 2012, and building elevations revised dated February 7, 2012;
- 36 2. When the future IDOT Dempster Street/Niles Center Road/Skokie Boulevard roadway
37 project goes into construction, Oberweis, or the current property owner, will be responsible
38 to cooperate with IDOT on their standard right of way acquisition procedure for the land
39 depicted on the Geometric Plan;
- 40 3. When the future IDOT Dempster Street project goes into construction, Oberweis, or the
41 current property owner, will be responsible for the required right of way dedication. A
42 revised site and landscape plan must be submitted to the Village for permit approval at the

UNOFFICIAL COPY

- 1 time the work is required;
- 2 4. Prior to the issuance of a Building Permit, IDOT Highway and Utility Permits must be
3 obtained;
- 4 5. Bicycle parking shall be provided as required by the Zoning Chapter;
- 5 6. The drive-through facility shall only deliver Oberweis dairy store products. An expansion of
6 the food products shall require an amendment to the special use permit, through the Plan
7 Commission process.
- 8 7. Separate and independent stormwater and sanitary sewer services must be provided to the
9 site. The old sewer and water services must be disconnected;
- 10 8. A R1-1 Stop sign shall be installed at the drive-through exit at the alley and painted
11 directional arrows and pavement markings shall be provided;
- 12 9. Service deliveries and refuse operations shall not block the public alley and shall be
13 accomplished on site;
- 14 10. The garbage corral shall be constructed of the same masonry material as the building and
15 have an impermeable surface base. The corral shall screen and contain all dumpsters;
- 16 11. At least once during every 4 hours of operation and before opening and closing of the
17 business, employees shall patrol the Subject Property and clear it of debris;
- 18 12. All utilities serving the site shall be placed underground. When the alley is widened all
19 overhead utilities shall be relocated to provide a clear drive aisle, the petitioner shall bear
20 the full cost of placing or relocating utilities in the adjacent right-of-way of the Subject
21 Property. The new pole locations must be resolved with ComEd and then identified in
22 construction drawings prior to a Build Permit being issued;
- 23 13. All walls, sidewalks, driveways, curbs, wheel stops, parking areas, signage, landscaping,
24 structures, and any other facilities or infrastructure on the Subject Property shall be
25 maintained in a good state of repair, and when needed, be repaired or replaced in a timely
26 manner;
- 27 14. Parking lot and exterior lighting shall meet IES standards, be full cut-off design and be
28 directed away from adjacent properties, subject to the approval of the Engineering Division;
- 29 15. All off-street parking spaces shall be legibly striped and maintained,
- 30 16. The Subject Property must conform to the Village's storm water control requirements as
31 contained in the Skokie Village Code;
- 32 17. All modifications to building elevations, signage, and landscaping shall be subject to the
33 review and approval of the Skokie Appearance Commission;
- 34 18. All signage shall conform to the Skokie Village Code unless relief is granted for the
35 nonconformity;
- 36 19. Handicapped ramps are to be provided as necessary and meet State of Illinois Accessibility
37 requirements and the Skokie Village Code;
- 38 20. The handicapped parking spaces shall be installed and maintained in compliance with State of
39 Illinois Accessibility Standards and the Skokie Village Code;
- 40 21. Vehicles shall always be parked between and not overlap the striped lines of designated
41 parking spaces and shall not block driveways, sidewalks, aisles, or other points of access;
- 42 22. All employees shall park on the Subject Property;

UNOFFICIAL COPY

- 1 23. All private and public sidewalks shall be maintained free of snow, ice, sleet, or other objects
2 that may impede travel;
- 3 24. All objects and landscaping within a 15-foot sight distance triangle shall not exceed 30
4 inches in height, except traffic control devices listed in the Manual on Uniform Traffic Control
5 Devices;
- 6 25. Upon Oberweis Dairy Inc. or affiliate, becoming the owner of the Subject Property, it shall
7 enter into an "Agreement for Installation and Maintenance of Landscaping" to assure that
8 the Subject Property and parkway landscaping is completed and maintained, including
9 trimming, watering, and replacing of dead plant materials in a timely manner in accordance
10 with the final approved landscape plan. A copy of said Agreement is attached hereto,
11 marked Exhibit "A" and hereby made part of this Ordinance. This "Agreement for Installation
12 and Maintenance of Landscaping" shall be recorded at the expense of Oberweis Dairy, Inc.
13 or affiliate;
- 14 26. All buildings shall meet current International Building and NFPA Life Safety Codes as
15 amended;
- 16 27. The petitioner shall submit to the Planning Division electronic files of the plat of survey, site
17 plan, and landscape plan in their approved and finalized form. The files shall be scaled
18 CADD 2D drawing files on non-compressed, non-read only CD-ROM .dwg AutoCad format;
- 19 28. Prior to the issuance of building permits, the petitioner shall submit to the Planning Division
20 of the Community Development Department the name, address, and telephone number of
21 the company and contact person responsible for site maintenance in compliance with the
22 special use permit;
- 23 29. If work is to be performed on public property or if public property is utilized or impacted
24 during construction and/or development, the owner shall provide, or shall cause the
25 developer and/or contractor to provide, the Village of Skokie with a certificate of insurance
26 naming the Village of Skokie as additionally insured for any and all claims related to any and
27 all work. The owner shall hold, and shall cause the developer and/or contractor to hold, the
28 Village of Skokie harmless and indemnify the Village for any and all claims for property
29 damage or personal injury related to work on or use of public property;
- 30 30. The petitioner shall comply with all Federal and State statutes, laws, rules and regulations
31 and all Village codes, ordinances, rules, and regulations; and
- 32 31. Failure to abide by any and all terms of this Ordinance shall be cause for the Village to
33 initiate hearings to determine whether the subject Ordinance, as well as any applicable
34 business licenses, should be revised or revoked. The petitioner shall pay all costs related to
35 any hearings conducted as a result of non-compliance with any of the provisions of the
36 enabling ordinance. The costs shall include but not be limited to court reporter fees,
37 attorney fees, and staff time required to research and conduct said hearing.

38 **Section 2:** That relief from Chapter 118, Section 118-141(a)(5)a of the Skokie Village
39 Code to allow no visual screening across an alley from an R4 zone, is hereby approved.

40 **Section 3:** That relief from Chapter 118, Section 118-212(a)(1) of the Skokie Village
41 Code to allow parking stall widths of 8.85 feet for 22 parking spaces and 8.5 feet for 7 spaces
42 rather than 9 feet, to allow parking stall depths of 16.5 feet for 7 spaces rather than 18 feet, and
43 to allow drive aisles of 23 feet rather than 24 feet, is hereby approved.

UNOFFICIAL COPY

1 **Section 4:** That relief from Chapter 118, Section 118-144(2)(c) of the Skokie Village
2 Code to allow for none of the building to abut the Dempster Street right of way rather than the
3 required 50%, is hereby approved.

4 **Section 5:** That relief from Chapter 118, Section 118-144(2)(d) of the Skokie Village
5 Code to allow less than the required 60% of transparent glass along the facades facing Niles
6 Center Road and Dempster Street, is hereby approved.

7 **Section 6:** That relief from Chapter 118, Section 118-212(i)(1) of the Skokie Village
8 Code to allow continuous curbing for various distances less than 6 feet from the properly line in
9 the parking lot on all three street frontages, is hereby approved.

10 **Section 7:** That relief from Chapter 118, Section 118-283(c)(2) of the Skokie Village
11 Code to allow no required landscape/screening for the north and east parking spaces, is hereby
12 approved.

13 **Section 8:** That relief from Chapter 118, Section 118-283(c)(1) of the Skokie Village
14 Code to allow no required parking lot trees or space for planting within the parking lot, is hereby
15 approved.

16 **Section 9:** That relief from Chapter 82, Section 82-11(4) of the Skokie Village Code
17 to allow a projecting sign for That Burger Joint Restaurant, is hereby approved.

18 **Section 10:** That a notice of the approval of this Ordinance incorporating the
19 conditions contained herein shall be executed by the owner of the property in writing and duly
20 recorded with the Cook County Recorder of Deeds Office at the owner's expense.

21 **Section 11:** That this Ordinance shall be in full force and effect from and after its
22 passage, approval and recordation as provided by law.
23

ADOPTED this 5th day of March, 2012.

Ayes: 6 (Bromberg, Lorge, Perille, Roberts,
Sutker, Van Dusen)

Nays: 0

Absent: 1 (Shah)

Attested and filed in my
office this 6th day of
March, 2012.

Marlene Williams
Village Clerk

Marlene Williams
Village Clerk

Approved by me this 5th day of
March, 2012.

George Van Dusen
Mayor, Village of Skokie

24
25

UNOFFICIAL COPY

Exhibit A

AGREEMENT FOR INSTALLATION AND MAINTENANCE OF LANDSCAPING

Plan Commission Case
2011-29P

This Agreement is entered into this _____ day of _____ 2012 by and between **OBERWEIS DAIRY, INC.**, 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:

LOTS 1 THROUGH 6, INCLUSIVE, (EXCEPT THE NORTH 7.00 FEET OF SAID LOTS TAKEN FOR THE WIDENING OF DEMPSTER STREET, AND EXCEPT THE EAST 7.00 FEET OF LOT 1 TAKEN FOR THE WIDENING OF SKOKIE BOULEVARD, AND EXCEPT THAT PORTION OF LOTS 1 AND 2 TAKEN FOR STREET PURPOSES IN CASE NUMBER 80L8688), ALL IN TERMINAL SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINS: 10-21-204-001-0000 and 10-21-204-016-0000

commonly known as 4811 Dempster 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 the plan dated **November 30, 2011, and revised February 8, 2012**, or as it may be subsequently revised with the approval of the Village Manager, or designee, and the Corporation Counsel.
4. The parties to this Agreement recognize that the installation and maintenance of landscaping is an integral part of the **PROPERTY OWNER's** plan for development and/or use of the property and is necessary to carry out the purpose and intent of the **VILLAGE's** land use objectives, and that the permit would not have been approved by the **VILLAGE** without the assurance that this Agreement would be executed by the **PROPERTY OWNER**.
5. The purpose of this Agreement is to assure:
 - (a) installation of the landscaping in accordance with the landscaping plan approved by the **VILLAGE**, and
 - (b) continued maintenance and care of the landscaping, including any landscaping indicated in the parkway area.
6. The property, which is the subject matter of this Agreement, is legally described above. The portions of the subject property which are to be landscaped and maintained pursuant to the

UNOFFICIAL COPY

terms and conditions of this Agreement are indicated on the Landscape Plan attached hereto, marked Exhibit "1" and are hereby made a part of this Agreement.

7. **PROPERTY OWNER** agrees that the installation and maintenance of the landscaping which is required in accordance with the permit issued by the **VILLAGE** and this Agreement will materially benefit the subject property. Such landscaping is necessary in order for the **PROPERTY OWNER** to comply with the conditions of the permit issued or granted by the **VILLAGE** for the **PROPERTY OWNER's** requested development or use of the property.
8. **PROPERTY OWNER** shall diligently maintain and care for the landscaping which is installed and required by the permit and this Agreement, using generally accepted methods of cultivation and watering. The **PROPERTY OWNER** shall maintain a standard of care necessary to prevent the landscaping from deteriorating to the extent that its value as landscaping is destroyed. If Exhibit "1", attached hereto or permit specifies maintenance standards or procedures, such procedures are hereby adopted as part of this Agreement, and by such adoption, become enforcement conditions of this Agreement.
9. Failure to maintain the landscaping as required by this Agreement shall be a nuisance. In the event the **PROPERTY OWNER** fails to meet the standard of maintenance necessary to keep the landscaping in a healthy condition as required by this Agreement, the **VILLAGE** shall give written notice of the deficiency to the **PROPERTY OWNER** who shall have 20 days to make the necessary correction or replacement. If such correction or replacement is not made within the aforesaid 20 day period, the **VILLAGE** may elect to abate the nuisance and take necessary action to assure that the landscaping is replaced and/or maintained. In the event, the **VILLAGE** so elects, the **VILLAGE** shall serve notice of its intent to enter the premises for this purpose. The **VILLAGE** shall either personally serve the notice upon the **PROPERTY OWNER** or mail a copy of it by certified mail to the **PROPERTY OWNER's** last known address, or as shown on the tax rolls, at least 15 days in advance of the date when the **VILLAGE** or its agent intends to enter the premises.
10. For this purpose, the **VILLAGE** or its agent may enter upon the property and perform such work as it considers reasonably necessary and proper to restore, maintain, or replace the landscaping required by this Agreement. The **VILLAGE** may act either through its own employees or through an independent contractor.
11. The **VILLAGE** shall be entitled to reimbursement for abating the nuisance in restoring, maintaining or replacing the landscaping, provided that the **VILLAGE** follows the procedures set forth in this Agreement. Costs shall include but shall not be limited to actual costs incurred by the **VILLAGE** and administrative costs. The **VILLAGE** shall make demand upon the **PROPERTY OWNER** for payment. If the **PROPERTY OWNER** fails to pay the costs within 30 days of the date on which demand is made, the **VILLAGE** may cause a lien to be placed on the subject property. The **VILLAGE** may record a notice with the Recorder of Deeds for Cook County stating that it has incurred expenses under the terms this Landscape Agreement. The **VILLAGE** shall be entitled to collect interest at the statutory rate on the amount owed.
12. In addition to having a lien placed on the subject property, the **VILLAGE** may institute a legal action to collect the amount owed. The **PROPERTY OWNER** agrees to pay the **VILLAGE** a reasonable sum for 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

UNOFFICIAL COPY

to the **VILLAGE**. The condition of the security shall be that if the **PROPERTY OWNER** fails to perform any obligation under this Agreement, the **VILLAGE** may, act on behalf of the **PROPERTY OWNER** and use the proceeds of the cash bond, or in the case of a surety bond, require the securities to perform the obligations of this Agreement.

14. The **PROPERTY OWNER** hereby agrees to indemnify and hold harmless the **VILLAGE**, its trustees, officials, employees and agents for any costs, claims, actions or causes of action for personal injury, property damage or otherwise, including reasonable attorneys fees, which may arise from the **VILLAGE** exercising any of its rights or obligations and performance under this Agreement.
15. All notices required or to be given pursuant hereto shall be in writing and either delivered personally or by a nationally recognized "over-night" courier service or mailed by United States certified or registered mail, postage prepaid, addressed to the **VILLAGE** and the **PROPERTY OWNER** as follows:

If to **VILLAGE**:

Village of Skokie
5127 Oakton Street
Skokie, IL 60077
Attention: Village Clerk

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

Corporation Counsel
Village of Skokie
5127 Oakton Street
Skokie, IL 60077

If to the **PROPERTY OWNER**:

Joe Oberweis
Oberweis Dairy, Inc.
951 Ice Cream Drive
North Aurora, IL 60554

With copies to:
Patrick M. Hincks, Esq.
Sullivan Hincks & Conway
120 W. 22nd Street, Suite 100
Oak Brook, IL 60523

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.

UNOFFICIAL COPY

OBERWEIS DAIRY, INC.

VILLAGE OF SKOKIE

By: _____

By: _____
its Village Manager

Title: _____

ATTEST:

ATTEST:

By: _____

By: _____
its Village Clerk

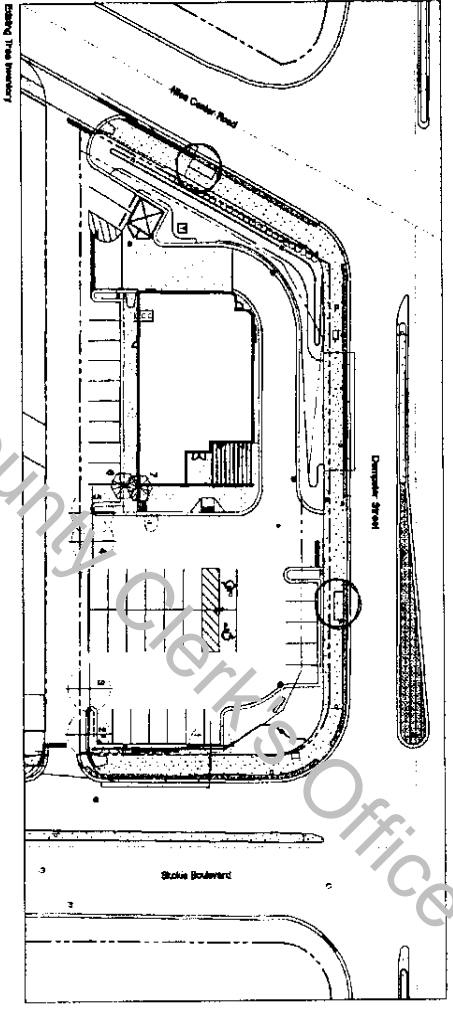
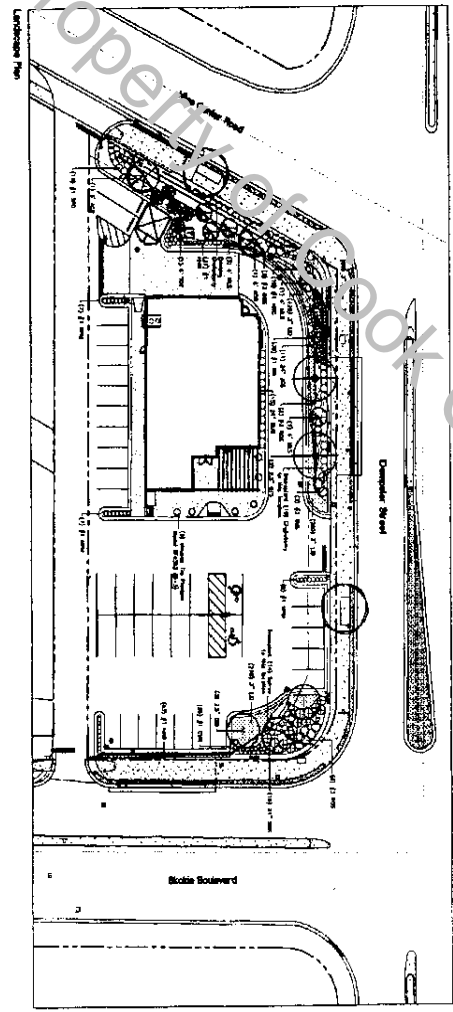
Its: _____

Property of Cook County Clerk's Office



UNOFFICIAL COPY

<p>Planting Schedule</p> <p>Planting shall be completed within the following time frame:</p> <ul style="list-style-type: none"> Planting of trees: 10/15/2024 - 11/15/2024 Planting of shrubs: 10/15/2024 - 11/15/2024 Planting of perennials: 10/15/2024 - 11/15/2024 	<p>Planting Schedule</p> <p>Planting shall be completed within the following time frame:</p> <ul style="list-style-type: none"> Planting of trees: 10/15/2024 - 11/15/2024 Planting of shrubs: 10/15/2024 - 11/15/2024 Planting of perennials: 10/15/2024 - 11/15/2024 	<p>Planting Schedule</p> <p>Planting shall be completed within the following time frame:</p> <ul style="list-style-type: none"> Planting of trees: 10/15/2024 - 11/15/2024 Planting of shrubs: 10/15/2024 - 11/15/2024 Planting of perennials: 10/15/2024 - 11/15/2024 	<p>Planting Schedule</p> <p>Planting shall be completed within the following time frame:</p> <ul style="list-style-type: none"> Planting of trees: 10/15/2024 - 11/15/2024 Planting of shrubs: 10/15/2024 - 11/15/2024 Planting of perennials: 10/15/2024 - 11/15/2024
--	--	--	--



<p>Landscaping Development</p> <p>Planting Schedule</p> <p>Planting shall be completed within the following time frame:</p> <ul style="list-style-type: none"> Planting of trees: 10/15/2024 - 11/15/2024 Planting of shrubs: 10/15/2024 - 11/15/2024 Planting of perennials: 10/15/2024 - 11/15/2024

<p>Chandler Street</p> <p>Planting Schedule</p> <p>Planting shall be completed within the following time frame:</p> <ul style="list-style-type: none"> Planting of trees: 10/15/2024 - 11/15/2024 Planting of shrubs: 10/15/2024 - 11/15/2024 Planting of perennials: 10/15/2024 - 11/15/2024

<p>Stoke Boulevard</p> <p>Planting Schedule</p> <p>Planting shall be completed within the following time frame:</p> <ul style="list-style-type: none"> Planting of trees: 10/15/2024 - 11/15/2024 Planting of shrubs: 10/15/2024 - 11/15/2024 Planting of perennials: 10/15/2024 - 11/15/2024

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 5th day of March, 2012 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 6th day of March, 2012, and was approved by the Mayor and Board of Trustees on the 5th day of March, 2012.

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 7th day of March, 2012.

Marlene Williams

Skokie Village Clerk
 Cook County, Illinois

(seal)